CITY OF SHERMAN
CITY COUNCIL REGULAR MEETING AGENDA
COUNCIL CHAMBERS OF THE CITY HALL
220 WEST MULBERRY STREET
SHERMAN, TEXAS
MONDAY, OCTOBER 6, 2025
5:00 PM

A.1. CALL TO ORDER, QUORUM DETERMINED, MEETING DECLARED OPEN

A.2. PLEDGE OF ALLEGIANCE AND INVOCATION LED BY COUNCIL MEMBER HENRY MARROQUIN

A.3. APPROVE MINUTES OF THE REGULAR CITY COUNCIL MEETING OF SEPTEMBER 15, 2025 AND THE CITY COUNCIL AND SHERMAN ECONOMIC DEVELOPMENT CORPORATION BOARD OF DIRECTORS JOINT MEETING OF SEPTEMBER 16, 2025.

Citizen Comments

B.1. CITIZEN COMMENTS

During this meeting, the City Council welcomes public comment only on agenda items listed under the Open Meeting portion of the agenda, in accordance with Texas Government Code Section 551.007. For items not listed on the agenda, those matters may be discussed with City staff during regular business hours, or with the Mayor or any Council member by contacting them at times other than at City Council meetings.

Consent Agenda

C.1. CONSENT AGENDA

Asterisked (*) items are considered to be routine and will be enacted in one motion without discussion unless a Council Member or a citizen requests a specific item be discussed and voted on separately

Special Presentation

D.1. SPECIAL PRESENTATION

Sherman Parks and Recreation has been awarded "Best in Texoma" for Fairview Park

Proclamations

E.1. OTHER BUSINESS

"National Night Out" - October 7, 2025

Public Hearing

F.1. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6873

Extending the term of Sherman Tax Increment Reinvestment Zone Number Five, City of Sherman, Texas, Established Pursuant to Chapter 311 of the Texas Tax Code; Providing a Repealing Clause, Severability Clause and an Effective Date

F.2. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6874

Approving an Amended Project and Financing Plan for the Sherman Tax Increment Reinvestment Zone Number Five, City of Sherman, Texas, Established Pursuant to Chapter 311 of the Texas Tax Code; Providing a Repealer Clause, Severability Clause and an Effective Date

Any item on this posted agenda may be discussed in Executive Session provided it is within one of the permitted categories under Chapter 551 of the Texas Government Code

F.3. **INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6875**
Abandoning a 35' Utility Easement dedicated via Volume 2569, Page 521 of the Grayson County property records

F.4. **INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6876**
Amending Chapter 9 Of The Code Of Ordinances, Entitled "Personnel", Article 9.05, Entitled "Civil Service Of Firefighters And Police Officers", At Section 9.05.026, Entitled, "Authorized Number Of Positions", To Revise The Number Of Authorized Positions In The Fire Department; Providing For Inclusion In The Code Of Ordinances; Providing For Severability; Providing For A Repealer

Close Public Hearing and Consider Adoption of Ordinances

G.1. **CLOSE PUBLIC HEARING**
Consider Adoption of Ordinances 6873, 6874, 6875 & 6876

Resolutions

H.1. **RESOLUTION NO. 7577**
Confirming the Appointment of the Director of Human Resources

H.2. **RESOLUTION NO. 7578**
Confirming the Appointment of the City Clerk

H.3. **RESOLUTION NO.**
Authorizing Execution of a Professional Services Agreement with Dunaway Associates, LLC for the SE Zone Interconnectivity Improvements

H.4. **RESOLUTION NO. 7580**
Authorizing the City Manager or his designee to execute an agreement and special warranty deed for the purchase and acquisition of real property from Moore Street 7 LLC for the expansion of Interurban Parkway, being 1.5652 acres of land in the Elizabeth Jones Survey, Abstract No. 625, City of Sherman

H.5. **RESOLUTION NO. 7581**
Awarding a Bid to and Authorizing Execution of a Contract with Lynn Vessels Construction, LLC Based on an Invitation to Bid for the Aston Drive Drainage and Roadway Improvements

H.6. **** RESOLUTION NO. 7582***
Authorizing Execution of an Agreement with Lloyd Plyler Construction, LLP, as Construction Manager-at-Risk, for Services in Connection with the Evaluation of Renovations and Additions to Fire Station No. 3.

H.7. **** RESOLUTION NO. 7583***
Authorizing Execution of Payment of Funds Under the City of Sherman's Downtown Building Improvement Grant Program for the Renovations to 202-212 N Walnut Street to David Downtain, D/B/A RP Sherman Properties II, LLC

H.8. ****RESOLUTION NO. 7584***
Adopting a Revised Municipal Utility District Policy

H.9. **** RESOLUTION NO. 7585***
Authorizing the Execution of an Encroachment Agreement with Cool Water Development, LLP for the

Encroachment of an Existing Awning within the to-be-platted 10' Utility Easement along Branch Street in the proposed Cool Water Addition.

H.10. **** RESOLUTION NO.7586***
Finding that Oncor Electric Delivery Company LLC's Application to Change Rates Within the City Should Be Denied; Finding that the City's Reasonable Rate Case Expenses Shall Be Reimbursed By the Company

Change Orders

I.1. **CHANGE ORDER NO. 2**
Approving the Greater Texoma Utility Authority's Intention to Approve Change Order No. 2 to the South Wastewater Treatment Plant - MBR

I.2. **CHANGE ORDER NO. 1**
Approving the Greater Texoma Utility Authority's intention to approve Change Order No. 1 with Blackrock Construction for the Progress Park Sewer Industrial Sewer Outfall project

Other Business

J.1. **OTHER BUSINESS**
Receive Semi-Annual Report on the Sherman Cultural District

J.2. **OTHER BUSINESS**
Receive Presentation from Police Sergeant Brandon Hughes on the Police Department's Annual Halloween Event, "Fright Fest"

J.3. **OTHER BUSINESS**
Consider Approval of the Annexation Scheduling Plan for the Proposed Annexation of Approximately 212.1 acres of land located Near the Corner of FM 697 and SH 11 and in the City of Sherman's Extraterritorial Jurisdiction; and Directing the Department of Engineering Services to Develop a Service Plan for the Area to be Annexed Upon Approval of the Annexation Scheduling Plan

COUNCIL COMMENTS

EXECUTIVE SESSION

In accordance with the Texas Open Meetings Act, Chapter 551 of the Texas Government Code, the City Council may hold an Executive Session if the discussion of any of the items identified in this agenda, or any of the items identified below, concern one or more of the following:

L.1. **TEX. GOV'T CODE § 551.071**
Seeking the advice of its attorney about pending or contemplated litigation, settlement offers or any matter in which the duty of the attorney to the City Council under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the Texas Open Meetings Act.

a) Receive legal advice regarding Public Finance Corporations

L.2. **TEX. GOV.'T CODE § 551.072**
Deliberating the purchase, exchange, lease or value of real property if deliberation in an Open Meeting would have a detrimental effect on the position of the City in negotiations with a third person.

Any item on this posted agenda may be discussed in Executive Session provided it is within one of the permitted categories under Chapter 551 of the Texas Government Code

L.3. **TEX. GOV'T CODE § 551.073**

Deliberating a negotiated contract for a prospective gift or donation to the City if deliberation in an Open Meeting would have a detrimental effect on the position of the City in negotiations with a third person.

L.4. **TEX. GOV'T CODE § 551.074**

Deliberating the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee; or to hear a complaint or charge against an officer or employee unless the officer or employee who is the subject of the deliberation or hearing requests a public hearing

L.5. **TEX. GOV'T CODE § 551.076**

Deliberating the deployment, or specific occasions for implementation, of security personnel or devices or a security audit.

L.6. **TEX. GOV'T CODE § 551.087**

Discussing or deliberating commercial or financial information that the City has received from a business prospect that the City seeks to have locate, stay or expand in or near the City and with which the City is conducting economic development negotiations; or deliberating the offer of a financial or other incentive to a business prospect.

a) Bel Air Development

b) Travis Heights Development Agreement

L.7. **TEX. GOV'T CODE § 551.089**

Deliberating security assessments or deployments relating to information resources technology, network security information, or the deployment or specific occasions for implementation of security personnel, critical infrastructure or security devices.

The Council reconvenes into General Session

Adjournment

COUNCIL CALENDAR

O.1.

Council Calendar 2025

CERTIFICATION

I, the undersigned authority, do hereby certify that the above Notice of Regular Meeting of the City Council of the City of Sherman is a true and correct copy of said Notice and that I posted a true and correct copy of said Notice on the bulletin board at City Hall of said City of Sherman, Texas, a place convenient to the public, and said notice was posted on Tuesday, September 30, 2025 at or before 11:59 p.m., and said time of posting was three business days before said meeting was convened or called to order.

Dated this 30th day of September 2025. City of Sherman, Texas

Any item on this posted agenda may be discussed in Executive Session provided it is within one of the permitted categories under Chapter 551 of the Texas Government Code

City Clerk Administrative Coordinator

The above agenda schedule represents an estimate of the order for the indicated items and is subject to change at any time. All agenda items are subject to final action by the City Council.

An unscheduled closed executive session may be held if the discussion of any of the above agenda items concerns the purchase, exchange, lease or value of real property; the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee; the deployment or use of security personnel or equipment; or requires consultations with the City Attorney.

At the discretion of the City Council, non-agenda items under the headings of “Citizens Requests”, “Media Questions”, and “Council Concerns” may be presented to the Council for informational purposes; however, by law, the Council shall not discuss, deliberate, or vote upon such matters except that a statement of specific factual information, a recitation of existing policy, and deliberations concerning the placing of the subject on a subsequent agenda may take place.

The City Attorney has approved the Executive Session items on this agenda

PERSONS WITH DISABILITIES, WHO PLAN TO ATTEND THIS MEETING AND WHO MAY NEED ASSISTANCE, ARE REQUESTED TO CONTACT THE CLERKS OFFICE AT (903) 892-7206, TWO (2) WORKING DAYS PRIOR TO THE MEETING SO THAT APPROPRIATE ARRANGEMENTS CAN BE MADE.

Mayor	Deputy Mayor	Council Members	
Shawn C. Teamann	Juston Dobbs	Henry Marroquin, Council-At-Large, PL #1	Josh Stevenson, Council – District #2
		Juston Dobbs, Council-At-Large, PL #2	Pamela L. Howeth, Council – District #3
		Clay Barnett, Council – District #1	Daron Holland, Council – District #4

Any item on this posted agenda may be discussed in Executive Session provided it is within one of the permitted categories under Chapter 551 of the Texas Government Code

Sherman
CLASSIC TOWN. BROAD HORIZON.

ACTION MINUTES

The City Council of the City of Sherman held a regular meeting Monday, September 15, 2025 at 5:00 P.M. in the Council Chambers at 220 W. Mulberry Street to consider the following:

The City Council meetings are Video and Audio recorded and can be viewed at:
https://www.ci.sherman.tx.us/701/Agendas-and-Minutes

A.1. CALL TO ORDER, QUORUM DETERMINED, MEETING DECLARED OPEN
Bookmarked at 00:02:53
Mayor Teamann called the meeting to order at 5:00 p.m.

A.2. PLEDGE OF ALLEGIANCE AND INVOCATION LED BY COUNCIL MEMBER HOLLAND.
Bookmarked at 00:03:01

A.3. APPROVE MINUTES OF THE REGULAR CITY COUNCIL MEETING OF SEPTEMBER 2, 2025.
Bookmarked at 00:04:08
The City Council reviewed the minutes of the September 2, 2025 Regular Meeting. Motion by Deputy Mayor Dobbs to approve the Minutes as written. Second by Council Member Holland. All present voted AYE.

Citizen Comments

B.1. CITIZEN COMMENTS
Bookmarked at 00:04:54

Consent Agenda

C.1. CONSENT AGENDA
Bookmarked at 00:05:53
The Council reviewed the Consent Agenda. Council Member Barnett moved to approve Resolution Nos. 7571, 7572, 7573, 7574, 7575, 7576 and Other Business on the Consent Agenda as presented. Second by Council Member Holland.

VOTING AYE: TEAMANN, DOBBS, STEVENSON, HOWETH, HOLLAND, MARROQUIN AND BARNETT
VOTING NAY: NONE.
MOTION CARRIED.

Proclamations

D.1. CONSTITUTION WEEK – SEPTEMBER 17-23, 2025
Constitution Week - September 17-23, 2025
Bookmarked at 00:06:24

Special Presentation

E.1. SPECIAL PRESENTATION
Unveiling of the "Sherman Connect" phone app and Citizen Request Management software
Bookmarked at 00:08:21

Public Hearing

Bookmarked at 00:18:30

F.1. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6868
Amending The Code Of Ordinances Of The City Of Sherman, Texas, Chapter 6 (Health And Sanitation), Article 6.02 (Food Establishments), Section 6.02.010 (Additional Requirements For Mobile Food Units (MFU)); Striking Permit Fees On Mobile Food Units To Conform To Recent Changes In State Law; Providing A Penalty Clause With A Maximum Fine Of $2,000, Savings/Repealing Clause, Severability Clause And An Effective Date; Providing For The Publication Of The Caption Hereof; Finding And Determining That The Meeting As Which This Ordinance Is Passed Was Noticed And Is Open To The Public As Required By Law

Bookmarked at 00:18:44

F.2. **INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6869**

Amending Chapter 9 of the Code of Ordinances, Entitled "Personnel", Article 9.05, Entitled "Civil Service for Firefighters and Police Officers", at Section 9.05.026, Entitled "Authorized Number of Position", to Revise the Number of Authorized Positions in the Police Department; Providing for Inclusion in the Code of Ordinances; Providing for Severability; Providing for a Repealer

Bookmarked at 00:19:55

F.3. **INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6870**

Amending Chapter 13 Of The Code Of Ordinances, Entitled Utilities, Article 13.07 Entitled Water, Sewers, and Sewage Disposal, at Section 13.07.003, Connection to Water and Sewer Mains Outside City Limits; and Article 13.08 Entitled Utility Billing, at Section 13.08.003, Deposit to Assure Payment; Section 13.08.005, Water Rates; and 13.08.006, Sewer Charges; Providing A Savings/Repealing Clause, Severability Clause And An Effective Date; Providing For The Publication Of the Caption Hereof.

Bookmarked at 00:20:36

F.4. **INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6871**

Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14 And Granting A Specific Use Permit To Allow A Church Or Other Place Of Worship In A C-1 (Retail Business) District/F.M. 1417 Overlay District Located At 2001 Skyline Drive, Consisting Of 2.85 Acres Being A Part Of Lot 3, Block 1,Skyline Business Park Addition, The Fielding Bacon Survey, Abstract No. 119, City Of Sherman, Grayson County, Dean Gilbert Jr, LLC (Owner) And Kent Hughlett (Architect); Prescribing Conditions To The Specific Use Permit; Providing A Penalty Not To Exceed $2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date

Bookmarked at 00:21:29

F.5. **INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6872**

Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14, And Granting A Specific Use Permit To Allow Automobile repair, Body work, or Painting in a C-2 (General Commercial) District, Located At 2500 Block Fallon Drive, Consisting of 2.482 acres, City Of Sherman, Grayson County, Texas Ali Farmehr (Owner), Greg Joseph (Applicant) and Helvey-Wagner Surveying, Inc. (Surveyor) Prescribing Conditions To The Specific Use Permit; Providing A Penalty Not To Exceed $2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date

Bookmarked at 00:22:14

G.1. **CLOSE PUBLIC HEARING**

Consider Adoption of Ordinances 6868, 6869, 6870, 6871 & 6872

Bookmarked at 00:23:31

Ordinance Nos. 6868, 6869 & 6870

Bookmarked at 00:23:35

Motion by Council Member Barnett to approve Ordinance Nos. 6868, 6869 & 6870. Second by Council Member Holland.

VOTING AYE: TEAMANN, DOBBS, STEVENSON, HOWETH, HOLLAND, MARROQUIN AND BARNETT
VOTING NAY: NONE.
MOTION CARRIED.

Ordinance No. 6871

Bookmarked at 00:23:54

Motion by Council Member Stevenson to approve Ordinance No. 6871. Second by Council Member Holland.

VOTING AYE: TEAMANN, DOBBS, STEVENSON, HOWETH, HOLLAND, MARROQUIN AND BARNETT
VOTING NAY: NONE.
MOTION CARRIED.

Ordinance No. 6872

Bookmarked at 00:25:48

Motion by Council Member Marroquin to approve Ordinance No. 6872. Second by Deputy Mayor Dobbs.

VOTING AYE: TEAMANN, DOBBS, STEVENSON, HOWETH, HOLLAND AND MARROQUIN
VOTING NAY: NONE.
MOTION CARRIED.

Council Member Barnett abstained from the motion.

Resolutions

H.1. * RESOLUTION NO. 7571
Authorizing Execution of an Agreement with Reid Fady and Dana Morgan Fady Under the City of Sherman's Downtown Building Improvement Grant Program for Renovations at 105 S. Travis Street

H.2. * RESOLUTION NO. 7572
Repealing and Replacing Resolution No. 7545; Establishing Salary Structures and Incentive/Certification Pay Schedules for Firefighters and Police Officers; Establishing Special Longevity Pay Schedules for Newly Hired Firefighters and Firefighters and Police Officers; Providing for an Effective Date

H.3. * RESOLUTION NO. 7573
Amending the 2024-2025 Budget of the City of Sherman, Texas, Appropriating and Allocating Additional Funds for the Period of October 1, 2024 through September 30, 2025

H.4. * RESOLUTION NO. 7574
Authorizing the City Manager to Execute a Contract with The Sherman Museum for Expenditure of a Portion of the Funds Collected by the City of the Hotel-Motel Occupancy Tax

H.5. * RESOLUTION NO.7575
Authorizing The City Manager Or His Designee To Execute An Encroachment Easement With Grant And Shanna Harp For The Encroachment Of An In-Ground Swimming Pool Within A 12-Foot Utility Easement Established In Volume 2453, Page 517, Property Records, Grayson County, Texas.

H.6. * RESOLUTION NO. 7576
Awarding a Bid to and Authorizing Execution of a Contract with Global Building Maintenance, Inc. for Janitorial Cleaning Services in Certain City-Owned Facilities

Other Business

I.1. * OTHER BUSINESS
Consider Request of Downtown Sherman NOW to Temporarily Close Certain streets for the "Stroll on the Square" on Saturday, October 4, 2025

Tax Payer Impact Statement

J.1. FY 2025 TAX PAYER IMPACT STATEMENT
Bookmarked at 00:29:37

HB 1522, effective as of September 1, 2025, requires that a notice of a meeting discussing or adopting a budget must include a taxpayer impact statement showing, for the median-valued homestead property, a comparison of the property tax bill in dollars pertaining to the property for the current fiscal year to an estimate of the property tax bill in dollars for the same property for the upcoming fiscal year if the proposed budget is adopted.

Taxpayer Impact Statement	**FY2026 (Upcoming Fiscal Year)**	**FY2026 No-New Revenue**
Total tax rate (per $100 of value)	$0.508000/$100	$0.619404/$100
Median homestead taxable value	$231,004	$251,138
Tax on median- valued homestead	$1,174	$1,556

COUNCIL COMMENTS
Bookmarked at 00:32:26

EXECUTIVE SESSION

In accordance with the Texas Open Meetings Act, Chapter 551 of the Texas Government Code, the City Council may hold an Executive Session if the discussion of any of the items identified in this agenda, or any of the items identified below, concern one or more of the following:

Bookmarked at 00:37:13

Mayor Teamann adjourned for Executive Session at 5:34 p.m.

L.1. TEX. GOV'T CODE § 551.071

Seeking the advice of its attorney about pending or contemplated litigation, settlement offers or any matter in which the duty of the attorney to the City Council under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the Texas Open Meetings Act.

L.2. TEX. GOV.'T CODE § 551.072

Deliberating the purchase, exchange, lease or value of real property if deliberation in an Open Meeting would have a detrimental effect on the position of the City in negotiations with a third person.

L.3. TEX. GOV'T CODE § 551.073

Deliberating a negotiated contract for a prospective gift or donation to the City if deliberation in an Open Meeting would have a detrimental effect on the position of the City in negotiations with a third person.

L.4. TEX. GOV'T CODE § 551.074

Deliberating the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee; or to hear a complaint or charge against an officer or employee unless the officer or employee who is the subject of the deliberation or hearing requests a public hearing

a) Human Resources Director
b) City Clerk

L.5. TEX. GOV'T CODE § 551.076

Deliberating the deployment, or specific occasions for implementation, of security personnel or devices or a security audit.

L.6. TEX. GOV'T CODE § 551.087

Discussing or deliberating commercial or financial information that the City has received from a business prospect that the City seeks to have locate, stay or expand in or near the City and with which the City is conducting economic development negotiations; or deliberating the offer of a financial or other incentive to a business prospect.

L.7. TEX. GOV'T CODE § 551.089

Deliberating security assessments or deployments relating to information resources technology, network security information, or the deployment or specific occasions for implementation of security personnel, critical infrastructure or security devices.

The Council reconvenes into General Session Adjournment

Bookmarked at 00:53:37

Mayor Teamann reconvened into General Session at 5:48 p.m.

ADJOURNMENT

Bookmarked at 00:53.43

Mayor Teamann adjourned the meeting at 5:49 p.m.

MAYOR

Lauren Marlow

CITY CLERK OR DESIGNEE

Sherman
CLASSIC TOWN. BROAD HORIZON.

ACTION MINUTES

The City Council of the City of Sherman and Sherman Economic Development Corporation Board Of Directors held a Joint Meeting Tuesday, September 16, 2025 at 12:00 P.M. in the Council Chambers at 220 W. Mulberry Street to consider the following:

The City Council meetings are Video and Audio recorded and can be viewed at:
https://www.ci.sherman.tx.us/701/Agendas-and-Minutes

Council Members Absent:
Council Member Holland, Council Member Marroquin and Council Member Barnett

A.1. **CALL TO ORDER, QUORUM DETERMINED, MEETING DECLARED OPEN**
Bookmarked at 00:04:44
Mayor Teamann called the meeting to order at 12:00 p.m.

A.2. **PLEDGE OF ALLEGIANCE AND INVOCATION LED BY MAYOR TEAMANN**
Bookmarked at 00:04:54

Citizen Comments

B.1. **CITIZEN COMMENTS**
Bookmarked at 00:05:54

SEDCO Work Program
Bookmarked at 00:06:19

C.1. **SEDCO WORK PROGRAM 2024-2025**
SEDCO'S Presentation of the 2024-2025 Work Program Results
Bookmarked at 00:06:32

C.2. **SEDCO WORK PROGRAM 2025-2026**
SEDCO's Presentation of the 2025-2026 Work Program
Bookmarked at 00:12:37

C.3. **SEDCO WORK PROGRAM 2025-2026**
SEDCO Board to Discuss and Consider approval of the SEDCO Work Program 2025-2026
Bookmarked at 00:26:18

Motion by Mr. Bandemir to approve the SEDCO Work Program 2025-2026. Second by Mr. Brumm.

VOTING AYE: STEELE, BANDEMIR, BRUMM, PHILLIPS, WILSON AND UTTER
VOTING NAY: NONE.
MOTION CARRIED.

C.4. **SEDCO WORK PROGRAM 2025-2026**
City Council to Discuss and Consider approval of the SEDCO Work Program 2025-2026
Bookmarked at 00:27:18

Motion by Council Member Howeth to approve the SEDCO Work Program 2025-2026. Second by Deputy Mayor Dobbs.

VOTING AYE: TEAMANN, DOBBS, STEVENSON AND HOWETH
VOTING NAY: NONE.
MOTION CARRIED.

SEDCO Budget 2025-2026

D.1. **SEDCO BUDGET 2025-2026**
SEDCO's Presentation of the SEDCO Budget 2025-2026
Bookmarked at 00:27:37

D.2. **SEDCO BUDGET 2025-2026**

SEDCO Board to Discuss and Consider 2025-2026 Budget

Bookmarked at 00:31:50

Motion by Mr. Steele to approve the SEDCO Budget 2025-2026. Second by Mr. Wilson.

VOTING AYE: STEELE, BANDEMIR, BRUMM, PHILLIPS, WILSON AND UTTER
VOTING NAY: NONE.
MOTION CARRIED.

D.3. **SEDCO BUDGET 2025-2026**

City Council to Discuss and Consider Approval of the 2025-2026 SEDCO Budget

Bookmarked at 00:32:05

Motion by Council Member Stevenson to approve the SEDCO Budget 2025-2026. Second by Deputy Mayor Dobbs.

VOTING AYE: TEAMANN, DOBBS, STEVENSON AND HOWETH
VOTING NAY: NONE.
MOTION CARRIED.

COUNCIL COMMENTS

Bookmarked at 00:32:33

ADJOURNMENT

Bookmarked at 00:34:02

Mayor Teamann adjourned the meeting at 12:31 p.m.

Motion by Council Member Stevenson. Second by Deputy Mayor Dobbs.

VOTING AYE: TEAMANN, DOBBS, STEVENSON AND HOWETH
VOTING NAY: NONE.
MOTION CARRIED.

MAYOR

Lauren Marlow

CITY CLERK OR DESIGNEE

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting Agenda Item No. C.1.

Meeting Date: 10/6/2025

Prepared By:

Approved By:

Caption:

Asterisked (*) items are considered to be routine and will be enacted in one motion without discussion unless a Council Member or a citizen requests a specific item be discussed and voted on separately

Issue:

H. 6. **** RESOLUTION NO. 7582***
Authorizing Execution of an Agreement with Lloyd Plyler Construction, LLP, as Construction Manager-at Risk, for Services in Connection with the Evaluation of Renovations and Additions to Fire Station No. 3.

H. 7. **** RESOLUTION NO. 7583***
Authorizing Execution of Payment of Funds Under the City of Sherman's Downtown Building Improvement Grant Program for the Renovations to 202-212 N Walnut Street to David Downtain, D/B/A RP Sherman Properties II, LLC

H. 8. ****RESOLUTION NO. 7584***
Adopting a Revised Municipal Utility District Policy

H. 9. **** RESOLUTION NO. 7585***
Authorizing the Execution of an Encroachment Agreement with Cool Water Development, LLP for the Encroachment of an Existing Awning within the to-be-platted 10’ Utility Easement along Branch Street in the proposed Cool Water Addition.

H. 10. * RESOLUTION NO.7586
Finding that Oncor Electric Delivery Company LLC's Application to Change Rates Within the City Should Be Denied; Finding that the City's Reasonable Rate Case Expenses Shall Be Reimbursed By the Company

Background:

Capital Improvement Program:

Origination:

Financial Consideration:

Staff Recommendation:

Alternatives:

Attachments:
None

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting Agenda Item No. E.1.

Meeting Date: 10/6/2025

Prepared By: Samuel Boyle, CID Admin

Approved By: Zachary Flores, Acting City Manager

Caption:
OTHER BUSINESS
"National Night Out" - October 7, 2025

Issue:
To Designate October 7, 2025, as "National Night Out" in the City of Sherman.

Background:
National Night Out is sponsored by the National Association of Town Watch, and is an annual community-building campaign to promote police-community partnerships and neighborhood camaraderie. Neighbors and police officers work together to build a safer community .

Capital Improvement Program:

Origination:

Financial Consideration:
There is no financial consideration.

Staff Recommendation:
It is the staff recommendation to present a proclamation designating "National Night Out" in Sherman.

Alternatives:
The Council could choose not to present the proclamation.

Attachments:
1. National Night Out - 2025

Sherman
CLASSIC TOWN. BROAD HORIZON

Proclamation

WHEREAS, the National Association of Town Watch [NATW] sponsors a national community-building campaign on Tuesday, October 7, 2025, entitled "National Night Out", and

WHEREAS, the National Night Out campaign provides an opportunity for neighbors in Sherman to join over 38 million neighbors across 18,000 communities from all fifty states, U.S. territories, and military bases worldwide, and

WHEREAS, National Night Out is an annual community-building campaign that promotes strong police-community partnerships and neighborhood camaraderie to make our neighborhoods safer, more caring places to live and work, and

WHEREAS, neighbors in Sherman assist the local law enforcement agency through joint community-building efforts and support National Night Out 2025, and

WHEREAS, it is essential that all neighbors of Sherman come together with police and work together to build a safer, more caring community.

NOW THEREFORE, I, Shawn Teamann, Mayor of the City of Sherman, Texas, by the authority vested in me, do hereby proclaim October 7, 2025

NATIONAL NIGHT OUT

in the City of Sherman and ask all citizens to join with the Sherman Police Department, and National Association of Town Watch, in support of the community-building event.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Sherman to be affixed this the 6th day of October, 2025.

_____
Mayor

ATTEST:

_____
City Clerk

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting Agenda Item No. F.1.

Meeting Date: 10/6/2025

Prepared By: Jana Walker, Controller

Approved By: Zachary Flores, Acting City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6873

Extending the term of Sherman Tax Increment Reinvestment Zone Number Five, City of Sherman, Texas, Established Pursuant to Chapter 311 of the Texas Tax Code; Providing a Repealing Clause, Severability Clause and an Effective Date

Issue:

To extend the term of Sherman Tax Increment Reinvestment Zone Number Five (#5)

Background:

TIRZ #5 includes the areas known as Sherman Crossroads and Sherman Junction, and is located at the northwest and northeast corners of Highway 75 and State Highway 1417. The zone was created at the February 20, 2017, City Council Meeting and the original boundary (Sherman Crossroads) was enlarged at the August 7, 2017, City Council meeting to include an additional 10 acres in the original zone. The zone was expanded again at the December 16, 2024, City Council meeting to include an additional 96 acres on the west side (Sherman Junction) and an additional 32 acres on the East side of U.S. Highway 75.

The current termination date of the zone is in fiscal year 2037. To continue supporting planned infrastructure improvements in the zone, the City desires to extend the termination date to the earlier of December 31, 2054 (with the final year's tax increment to be collected by September 1, 2055) or such time that all project costs have been paid in full.

Capital Improvement Program:

Origination:

Jana Walker, Controller
Tax Increment Reinvestment Zone #5 Board

Financial Consideration:

The City will receive reimbursement for public infrastructure costs from the increment generated by the Zone until 2055.

Staff Recommendation:

The staff recommends approval of this ordinance.

Alternatives:

The City Council could deny this ordinance or direct changes to be made to the ordinance.

Attachments:

1. Ordinance No. 6873

ORDINANCE NO. 6873

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, EXTENDING THE TERM OF THE ZONE FOR THE SHERMAN TAX INCREMENT REINVESTMENT ZONE NUMBER FIVE, CITY OF SHERMAN, TEXAS, ESTABLISHED PURSUANT TO CHAPTER 311 OF THE TEXAS TAX CODE, AND AMENDING ORDINANCE NO. 6010, PREVIOUSLY APPROVED BY THE CITY COUNCIL ON FEBRUARY 20, 2017, AS AMENDED BY ORDINANCE NO. 6044, ON AUGUST 7, 2017, AS AMENDED BY ORDINANCE NO. 6798 ON DECEMBER 16, 2024; PROVIDING A REPEALING CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE.

WHEREAS, the City of Sherman, Texas ("City"), established the Sherman Tax Increment Reinvestment Zone Number Five, City of Sherman, Texas (the "Zone"), and established a Board of Directors for the Zone (the "Board of Directors") to promote development or redevelopment in the Zone pursuant to Ordinance No. 6010, approved by the City Council of the City (the "City Council") on February 20, 2017 ("Ordinance No. 6010"), in accordance with the Tax Increment Financing Act, Chapter 311 of the Texas Tax Code, as amended (the "Act"), for approximately 329.9 acres of land described in Ordinance No. 6010; and

WHEREAS, the Zone is also sometimes referred to as the Sherman Tax Increment Financing Reinvestment Zone Number Five (#5); and

WHEREAS, on August 7, 2017, the City Council approved Ordinance No. 6044, which amended Ordinance No. 6010 to expand the boundaries of the Zone to add approximately 10.5 acres of land to the Zone; and

WHEREAS, on December 16, 2024, the City Council approved Ordinance No. 6798, which amended Ordinance No. 6010 to expand the boundaries of the Zone to add approximately 125.7 acres of land to the Zone; and

WHEREAS, the City now desires to amend Ordinance No. 6010 to extend the term of the Zone; and

WHEREAS, Section 311.007(c) of the Act, in pertinent part provides, "The governing body of the municipality or county that designated a reinvestment zone by ordinance or resolution or by order or resolution, respectively, may extend the term of all or a portion of the zone after notice and hearing in the manner provided for the designation of the zone;" and

WHEREAS, notice of the public hearing on the extension of the term of the Zone was published in a newspaper having general circulation in the City on September 28, 2025, which date is before the seventh (7th) day before the public hearing held on October 6, 2025; and

WHEREAS, at the public hearing on October 6, 2025, interested persons were allowed to speak for or against the proposed extension of the term of the Zone, the concept of tax increment financing and other matters related to the Zone in full accordance with Section 311.003(c)-(d) of the Act; and

WHEREAS, evidence was received and presented at the public hearing on October 6, 2025, in favor of the amendment of the Zone; and

WHEREAS, after all comments and evidence, both written and oral, were received by the City Council, the public hearing was closed on October 6, 2025; and

WHEREAS, the City has taken all actions required to amend the Zone including, but not limited to, all actions required by the Home Rule Charter of the City, the Act, the Texas Open Meetings Act, and all other laws applicable to the creation of the Zone.

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

SECTION 1. That the facts and recitations contained in the recitals of this Ordinance are hereby found and declared to be true and correct.

SECTION 2. That Ordinance No. 6010 is hereby amended by deleting Section 5 in its entirety and adding a new Section 5 to read as follows:

> "**SECTION 5.** That the term of the Zone shall be extended such that termination of the Zone shall occur on the earlier of: (i) on December 31, 2054 (with the final year's tax increment to be collected by September 1, 2055); or (ii) at such time, subsequent to the issuance of tax increment bonds, if any, that all project costs, tax increment bonds, notes and other obligations of the Zone, and the interest thereon, have been paid in full, in accordance with Section 311.017 of the Act."

SECTION 3. That all ordinances or portions thereof in conflict with the provisions of this Ordinance, to the extent of such conflict, are hereby repealed. To the extent that such ordinances or portions thereof are not in conflict herewith, the same shall remain in full force and effect.

SECTION 4. That it is hereby declared to be the intent of the City Council that the words, phrases, clauses, sentences, paragraphs and sections of this ordinance are severable, and if any word, phrase, clause, sentence, paragraph or section of this ordinance shall be declared invalid or unconstitutional by a final judgment or decree of a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect any of the remaining words, phrases, clauses, sentences, paragraphs or sections of this ordinance, the City Council hereby declaring that this ordinance would have been enacted by the City Council without the incorporation of any such invalid or unconstitutional word, phrase, clause, sentence, paragraph or section.

SECTION 5. That it is hereby found, determined, and declared that sufficient written notice of the date, hour, place and subject of the meeting of the City Council at which this Ordinance was adopted was posted at a place convenient and readily accessible at all times to the general public for the time required by law preceding its meeting, as required by Chapter 551 of the Texas Government Code, and that this meeting has been open to the public as required by law at all times during which this Ordinance and the subject matter hereof has been discussed, considered and formally acted upon. The City Council further ratifies, approves and confirms such written notice and the contents and posting thereof.

SECTION 6. That this Ordinance shall take effect immediately upon passage of this Ordinance.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS on this the ____ day of _____, 2025.

CITY OF SHERMAN, TEXAS

ATTEST:

BY:_____ **BY:_____**
TERI FINE, CITY CLERK **SHAWN TEAMANN, MAYOR**

APPROVED AS TO FORM:
ABERNATHY, ROEDER, BOYD & HULLETT, P.C.

BY:_____
RYAN D. PITTMAN, CITY ATTORNEY

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting Agenda Item No. F.2.

Meeting Date: 10/6/2025

Prepared By: Jana Walker, Controller

Approved By: Zachary Flores, Acting City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6874

Approving an Amended Project and Financing Plan for the Sherman Tax Increment Reinvestment Zone Number Five, City of Sherman, Texas, Established Pursuant to Chapter 311 of the Texas Tax Code; Providing a Repealer Clause, Severability Clause and an Effective Date

Issue:

To Approve Sherman Tax Increment Reinvestment Zone Number Five (#5) Amended Project and Financing Plans

Background:

TIRZ #5 includes the areas known as Sherman Crossroads and Sherman Junction, and is located at the northwest and northeast corners of Highway 75 and State Highway 1417. The zone was created at the February 20, 2017, City Council Meeting and the original boundary (Sherman Crossroads) was enlarged at the August 7, 2017, City Council meeting to include an additional 10 acres in the original zone. The zone was expanded again at the December 16, 2024, City Council meeting to include an additional 96 acres on the west side (Sherman Junction) and an additional 32 acres on the East side of U.S. Highway 75.

The project and financing plans are being amended to extend the term of the zone and update the costs expected to be incurred by the zone to reimburse the developer and the City for public infrastructure costs in the original zone. The TIRZ #5 Board was scheduled to meet prior to the Council meeting tonight. If the Board approves, the plans will be recommended for approval by the Council.

Capital Improvement Program:

Origination:

Mary Lawrence, CFO
Tax Increment Reinvestment Zone #5 Board

Financial Consideration:

The City will receive reimbursement for public infrastructure costs from the increment generated by the Zone.

Staff Recommendation:

The staff recommends approval of this ordinance.

Alternatives:

The City Council could deny this ordinance or direct changes to be made to the ordinance or to the project and

financing plans.

Attachments:

1. Ordinance No. 6874
2. Amendment 1 TIRZ 5 Project and Financing Plan

ORDINANCE NO. 6874

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, INCREASING THE ESTIMATED PROJECT COSTS AND APPROVING AN AMENDED PROJECT AND FINANCING PLAN FOR SHERMAN TAX INCREMENT REINVESTMENT ZONE NUMBER FIVE, CITY OF SHERMAN, TEXAS, ESTABLISHED PURSUANT TO CHAPTER 311 OF THE TEXAS TAX CODE; PROVIDING A REPEALING CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE.

WHEREAS, the City of Sherman, Texas ("City"), established the Sherman Tax Increment Reinvestment Zone Number Five, City of Sherman, Texas (the "Zone"), and established a Board of Directors for the Zone (the "Board of Directors") to promote development or redevelopment in the Zone pursuant to Ordinance No. 6010, approved by the City Council of the City (the "City Council") on February 20, 2017 ("Ordinance No. 6010"), in accordance with the Tax Increment Financing Act, Chapter 311 of the Texas Tax Code, as amended (the "Act"), covering approximately 329.9 acres of land; and

WHEREAS, the Zone is also sometimes referred to as the Sherman Tax Increment Financing Reinvestment Zone Number Five (#5); and

WHEREAS, on August 7, 2017, the City Council approved Ordinance No. 6044, which amended Ordinance No. 6010 to expand the boundaries of the Zone to add approximately 10.5 acres of land to the Zone; and

WHEREAS, on December 16, 2024, the City Council approved Ordinance No. 6798, which amended Ordinance No. 6010 to expand the boundaries of the Zone to add approximately 125.7 acres of land to the Zone; and

WHEREAS, on or before August 7, 2017, the Board of Directors prepared and adopted a project plan and reinvestment zone financing plan for the Zone which was subsequently approved by the City Council on August 7, 2017, pursuant to Ordinance No. 6045 (the "2017 Project Plan and Financing Plan"); and

WHEREAS, Section 311.010(a) of the Act provides that the board of directors of a tax increment reinvestment zone shall make recommendations to the governing body of the municipality that created the zone concerning the administration of the Act in the zone; and

WHEREAS, Section 311.011(e) of the Act allows the board of directors of a tax increment reinvestment zone to adopt an amendment to a project plan for the zone so long as the amendment is consistent with the requirements and limitations of the Act and is approved by the governing body of the municipality that created the zone; and

WHEREAS, on October 6, 2025, the Board of Directors recommended approval of an amendment to the 2017 Project Plan and Financing Plan, a copy of which is attached hereto as

Exhibit "A" and made a part hereof for all purposes (the "2025 Project Plan and Financing Plan"); and

WHEREAS, the 2025 Amended Project Plan and Financing Plan proposes to increase the total estimated project costs for the Zone and extend the term of the Zone; and

WHEREAS, the 2025 Amended Project Plan and Financing Plan is not effective unless it is approved by the City Council by ordinance adopted after a public hearing; and

WHEREAS, notice of the public hearing was published in a newspaper of general circulation in the City on September 28, 2025, which date is at least seven (7) days before the date of the public hearing held on October 6, 2025, in accordance with Section 311.003 of the Act; and

WHEREAS, on October 6, 2025, the City Council opened a public hearing in accordance with the Act and interested persons were allowed to speak for or against the approval of the 2025 Amended Project Plan and Financing Plan, increasing the total estimated project costs for the Zone and other matters related to the Zone in full accordance with Section 311.003(c)-(d) of the Act; and

WHEREAS, after all comments and evidence, both written and oral, were received by the City Council, the public hearing was closed on October 6, 2025; and

WHEREAS, the public hearing was held in full compliance with the Act; and

WHEREAS, the Board of Directors is recommending the 2025 Amended Project Plan and Financing Plan to the City Council for approval; and

WHEREAS, the City has taken all actions required to approve the 2025 Amended Project Plan and Financing Plan and increase the total estimated project costs for the Zone including, but not limited to, all actions required by the Home Rule Charter of the City, the Act, the Texas Open Meetings Act, and all other applicable laws; and

WHEREAS, the City Council finds that approving the 2025 Amended Project Plan and Financing Plan and increasing the total estimated project costs for the Zone as more fully set forth in the 2025 Amended Project Plan and Financing Plan is in the best interest of the City and its citizens.

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

SECTION 1. RECITALS INCORPORATED.

That the facts and recitations contained in the recitals of this Ordinance are hereby found and declared to be true and correct.

SECTION 2. FINDINGS.

That the City Council hereby makes the following findings of fact:

i. That the 2025 Amended Project Plan and Financing Plan includes all information required by Sections 311.011(b) and (c) of the Act.

ii. That the 2025 Amended Project Plan and Financing Plan is feasible and the amended project plan conforms to the City's master plan.

iii. That consistent with Section 311.011(e) of the Act, notice of the public hearing on the 2025 Amended Project Plan and Financing Plan was published in a newspaper having general circulation in the City on September 28, 2025, which date was before the seventh (7th) day before a public hearing held on October 6, 2025, and the public hearing was held in accordance with Section 311.003 of the Act.

SECTION 3. APPROVAL OF 2025 AMENDED PROJECT PLAN AND FINANCING PLAN.

That based on the findings set forth in Section 2 of this Ordinance, the 2025 Amended Project Plan and Financing Plan, attached hereto as Exhibit "A," is hereby approved.

SECTION 4. SEVERABILITY CLAUSE.

That it is hereby declared to be the intent of the City Council that the words, phrases, clauses, sentences, paragraphs and sections of this ordinance are severable, and if any word, phrase, clause, sentence, paragraph or section of this ordinance shall be declared invalid or unconstitutional by a final judgment or decree of a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect any of the remaining words, phrases, clauses, sentences, paragraphs or sections of this ordinance, the City Council hereby declaring that this ordinance would have been enacted by the City Council without the incorporation of any such invalid or unconstitutional word, phrase, clause, sentence, paragraph or section.

SECTION 5. REPEALING CLAUSE.

That all ordinances or portions thereof in conflict with the provisions of this Ordinance, to the extent of such conflict, are hereby repealed. To the extent that such ordinances or portions thereof are not in conflict herewith, the same shall remain in full force and effect.

SECTION 6. OPEN MEETINGS.

That it is hereby found, determined, and declared that sufficient written notice of the date, hour, place and subject of the meeting of the City Council at which this Ordinance was adopted was posted at a place convenient and readily accessible at all times to the general public for the time required by law preceding its meeting, as required by Chapter 551 of the Texas Government Code, and that this meeting has been open to the public as required by law at all times during

which this Ordinance and the subject matter hereof has been discussed, considered and formally acted upon. The City Council further ratifies, approves, and confirms such written notice and the contents and posting thereof.

SECTION 7. EFFECTIVE DATE.

That this Ordinance shall take effect immediately upon passage of this Ordinance.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS on this the 6th day of October 2025.

CITY OF SHERMAN, TEXAS

ATTEST:

BY: _____ BY:_____
TERI FINE, CITY CLERK SHAWN TEAMANN, MAYOR

APPROVED AS TO FORM:
ABERNATHY, ROEDER, BOYD &
HULLETT, P.C.

BY: _____
RYAN D. PITTMAN, CITY ATTORNEY

EXHIBIT A

2025 Amended Project Plan and Financing Plan

First Amendment

2025 Project and Financing Plans

Tax Increment Reinvestment Zone #5

Sherman Crossroads and Sherman Junction

October 6, 2025

FIRST AMENDMENT

2025 PROJECT PLAN

TAX INCREMENT REINVESTMENT ZONE #5

The City of Sherman, Texas formed Tax Increment Reinvestment Zone No. Five (TIRZ #5) by Ordinance #6010 on February 20, 2017, and enlarged the boundaries by Ordinance #6044 on August 7, 2017. The property designated in both of these ordinances is considered the "Original Zone". The zone was expanded again on December 16, 2024, by Ordinance #6798. The original Project and Financing Plans were approved by Ordinance #6045 on August 7, 2017. The first amendment updates the plans to include the area in the latest expansion and for additional development in the original zone.

DESCRIPTION

Tax Increment Reinvestment Zone #5 is located on the northwest and northeast corners of Highway 75 and State Highway 1417. The base taxable assessed value in the original boundaries was $3,913,896 and contained about 330 acres. The zone was enlarged on December 16, 2024, to include an additional 93 acres on the west side of the original zone, and 32 acres across U.S. Highway 75 to the east adding $26,871,141 to the base taxable assessed value.

See Exhibits A, B, and C for a map, surveys, and parcel list, respectively.

ESTIMATED PROJECT COSTS

The original plan included construction of Crossroads Boulevard, utilities and debt service. These improvements are substantially completed. Additional infrastructure of about $14.8 million is planned on 22 acres in the southernmost portion of the original zone. Exhibit D shows the costs per year.

EXISTING USES AND CONDITIONS AND PROPOSED USES

The original area designated as TIRZ #5 is partially developed consisting of a portion of a private golf course and club house, gas station/convenience store, seven quick-service restaurants, and four medical facilities. Less than ten percent of the area is residential. The expanded zone is primarily located in the Blalock Commercial Overlay District with the area further to the north consisting of Retail Business (C-1), Single Family Residential, and Light Manufacturing zoning. The expansion also contains a ten-acre manufacturing plant on the west. On the eastern portion of the expansion across US Hwy 75, the zone contains several aging businesses including a gas station/convenience store, two hotels, vacant lots, vehicle repair shops, and a forklift dealer. Exhibit E is a map of existing zoning.

The zone will consist of commercial development. The first phase is partially complete with roads, water and sewer available for additional development. Future development plans include public improvements, hotels, a major grocer, additional medical facilities and providers, restaurants, an anchor retailer, warehouses, offices, and other mid-size and small retailers. No improvements are currently planned for the expanded zone; however, ongoing development in the original zone is expected to foster future development in the expanded zone. Exhibit F is a map of public improvements and commercial development planned for the zone.

PROPOSED PLANNING AND ZONING CHANGES

Anticipated zoning changes include non-commercial zoning changed to commercial. Any changes to codes, ordinances, or master plan as a result of the creation of the TIRZ will be made through the existing processes and procedures of the City.

ESTIMATED NON-PROJECT COSTS

Non-project costs within the TIRZ are private development costs and therefore not paid for by the TIRZ. The non-project costs of new private development over a 25-year build-out is about $1.2 billion.

The following private improvements are planned for the zone. Exhibit F is a map of the proposed private improvements included in this amended plan.

- Hotel
- Medical offices
- Fast food restaurants
- Full-service restaurants
- Grocery Store
- Big Box retailer
- Small and mid-size retailers
- Office/Warehouse and manufacturing facilities
- Bank

RELOCATION OF DISPLACED PERSONS

No residents will be displaced by this zone.

FIRST AMENDMENT

2025 FINANCING PLAN

TAX INCREMENT REINVESTMENT ZONE #5

The Financing Plan provides information on the projected monetary impact that the formation of the Tax Increment Reinvestment Zone (TIRZ) could have on the property included in the zone.

LIST OF IMPROVEMENTS

Following is a list of the completed and proposed public works and public improvements for the zone, shown by kind, number, and location.

Completed, as contemplated in the original Project and Financing Plan:

- Crossroads Boulevard
- Sanitary sewer collection sewer system
- Water mains
- Storm Sewer
- Other public improvements such as the acquisition of land and the clearing and grading of land; professional services; and other costs necessary to implement the project plans for the zone.

Medical Drive has also been partially completed and is eligible for reimbursement to the developer if increment becomes available. Exhibit I contains a detailed description of work for Medical Drive and for Crossroads Boulevard and other infrastructure.

Proposed public improvements for the original area of the zone include infrastructure for Aston Road, sewer main extension, and an offsite mitigation pond. The proposed public improvements are included in Exhibit I under future project costs. Exhibit G is a map of these improvements.

ECONOMIC FEASIBILITY STUDY

Exhibit J shows that in a schedule of cash inflows and outflows and shows the plan is economically feasible.

ESTIMATED BONDED INDEBTEDNESS

The City funded the original improvements with an allocation of proceeds from the 2017 Certificates of Obligation of $3,900,000. Repayment is being made from incremental revenues

generated by the zone, although security for the bonds is a pledge of ad valorem tax revenues of the City.

The proposed improvements will be funded by the increment generated by the zone and reimbursed to the City or to the developer, depending on who constructed the improvements.

ESTIMATED TIMING OF COSTS

Costs related to construction of proposed improvements will begin in fiscal year 2025 (October 1, 2024 – September 30, 2025). The developer will be reimbursed for a segment of Aston Drive totaling about $420,000 as increment becomes available. Then the City will be reimbursed for the cost of public infrastructure paid by the City. After the City is reimbursed for its costs, the developer may be reimbursed for Medical Drive and other public improvements if funds are available.

METHOD OF FINANCING/SOURCES OF REVENUE

Exhibit K shows the sources of revenue at 75% of the M&O tax rate from the City of Sherman and 75% of the tax rate allocated to the general fund from Grayson County on the incremental value generated in the original zone. The property added to the zone on January 1, 2024, will generate revenue at the rate of 50% of the M&O property tax rate of the City. Interest income from the fund will also be used to pay debt service and other expenses of the zone.

Grayson County participates in the original zone but does not participate in the expanded area or beyond the original term. No other taxing entities participate.

CURRENT TOTAL ASSESSED VALUE OF REAL ESTATE IN THE ZONE

Exhibit C shows the total current taxable assessed value of the real estate in the zone by tract.

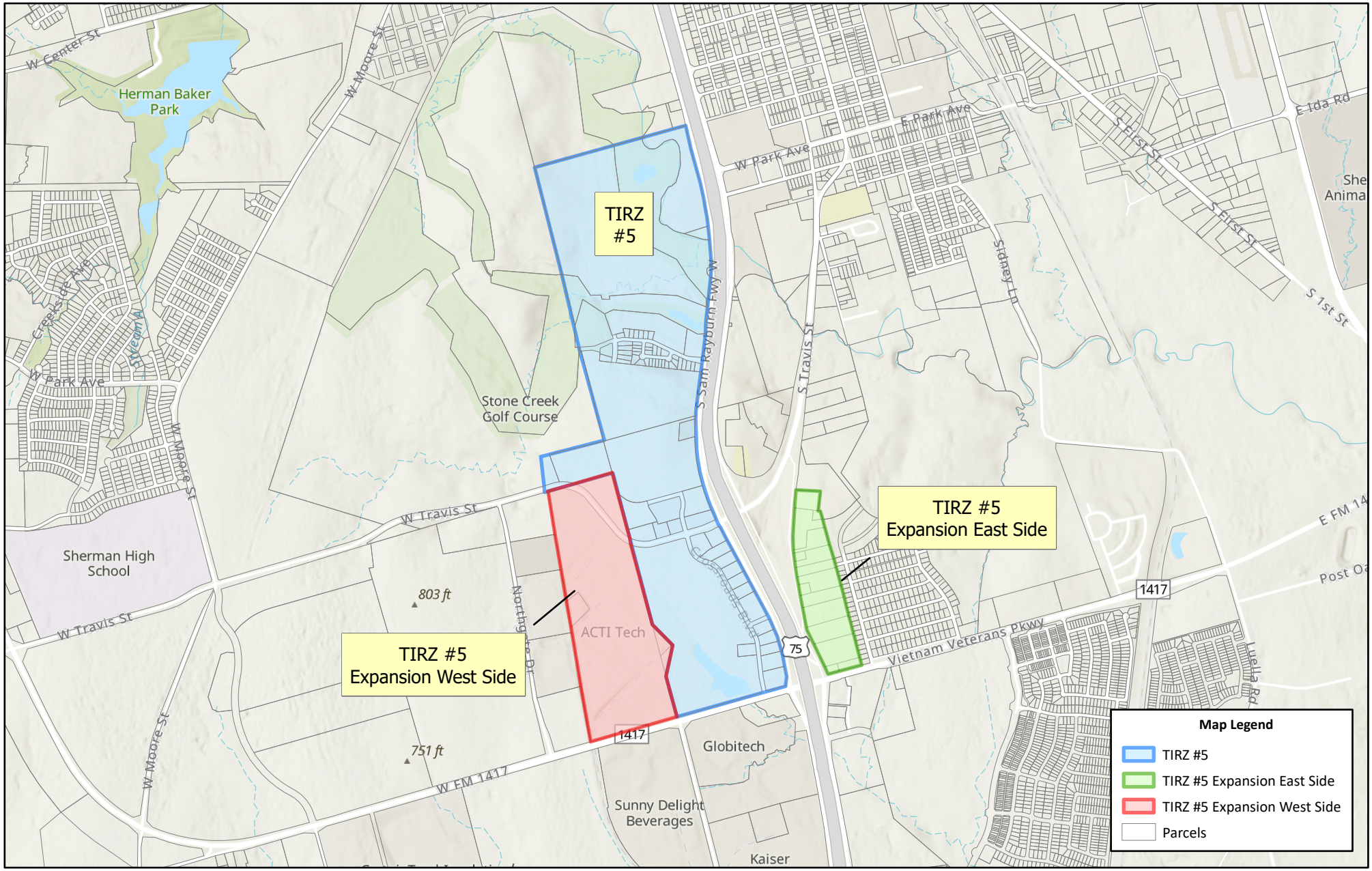
ESTIMATED CAPTURED VALUE

Exhibit H shows the estimated captured assessed value of the zone for each year of its projected existence.

DURATION

The Zone will terminate on September 30, 2055. The duration may be extended to allow the city to recapture the costs of the zone's public infrastructure paid by the City.

EXHIBIT A



dlagrone H:\ENGINEER\GIS\ArcGIS Pro Projects\Finance\TIRZ Maps.aprx

Sherman
CLASSIC TOWN. BROAD HORIZON.

N
W E
S

CITY OF SHERMAN

TIRZ 5

2/5/2025

EXHIBIT B

EXHIBIT B

MATCHLINE

SEE SAVE & EXCEPT NOTE
43,521 SQ. FT. OR
0.999 ACRE

POINT OF BEGINNING
'TRACT 1
SAVE & EXCEPT'

'TRACT 1'

PORTION OF
ACTICHEM L.P.
VOL. 3880, PG. 138

GROSS AREA
3,893,017 SQ. FT. OR
89.371 AC.

NET AREA AFTER S&E
3,849,496 SQ. FT. OR
88.372 AC.

POINT OF COMMENCING
'TRACT 1
SAVE & EXCEPT'

POINT OF BEGINNING
'TRACT 1'

LOT 4, BLOCK 1
PROGRESS PARK ONE, NORTHGATE
DRIVE PHASE FOUR
DOC. NO. 2019-62

LOT 3, BLOCK 1
FINAL PLAT OF NORTHGATE BUSINESS
PARK, PHASE ONE
VOL. 16, PG. 166

LOT 2, BLOCK 1
FINAL PLAT OF NORTHGATE BUSINESS
PARK, PHASE ONE
VOL. 16, PG. 166

LOT 1, BLOCK 1
FINAL PLAT OF NORTHGATE BUSINESS
PARK, PHASE ONE
VOL. 16, PG. 166

REMAINDER OF
SHERMAN CROSSROADS, LTD.
VOL. 5054, PG. 926

BROADSTONE HHH TEXAS, LLC
DOC. NO. 2019-21746

LOT 1R, BLOCK 1
REPLAT OF NORTHGATE
TECHNOLOGY PARK ADDITION
DOC. NO. 2019-86

LOT 1, BLOCK 1
75 AND 1417 ADDITION
VOL. 12, PG. 92-93
101,951 SQ. FT. OR
2.340 AC.

LOT 2, BLOCK 1
75 AND 1417 ADDITION
VOL. 12, PG. 92-93

PRESTON KITCHEN SURVEY
ABSTRACT NO. 667

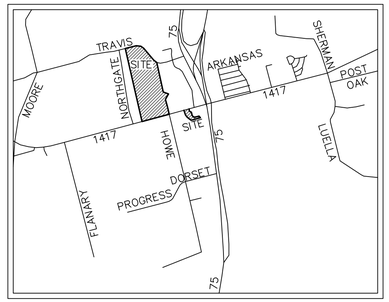
ELIZABETH JONES SURVEY
ABSTRACT NO. 625

N10°05'03"W 277.72'
N8°07'55"E 109.96'
N09°52'05"W 3646.40'
N09°52'05"W 1726.8'
S44°33'29"W 260.59'
S14°32'04"E 1119.56'
S45°57'47"E 493.45'
S10°34'31"W 525.61'
S19°05'57"E 541.99'
S73°55'55"W 1315.68'

LEGEND:

1. 2 TON CRANE ARM
2. 3" VENT TUBE
3. INDUSTRIAL AC
4. VAULT
5. STEPS/STAIRS
6. FREEZER UNIT
7. TANK PAD
8. EVAPERATOR
9. METAL PUMP HOUSE
10. OVERHEAD PIPE SUPPPORT
11. TRANSPAD
12. ELECTRIC BOX
13. RAMP

VICINITY MAP
N.T.S.



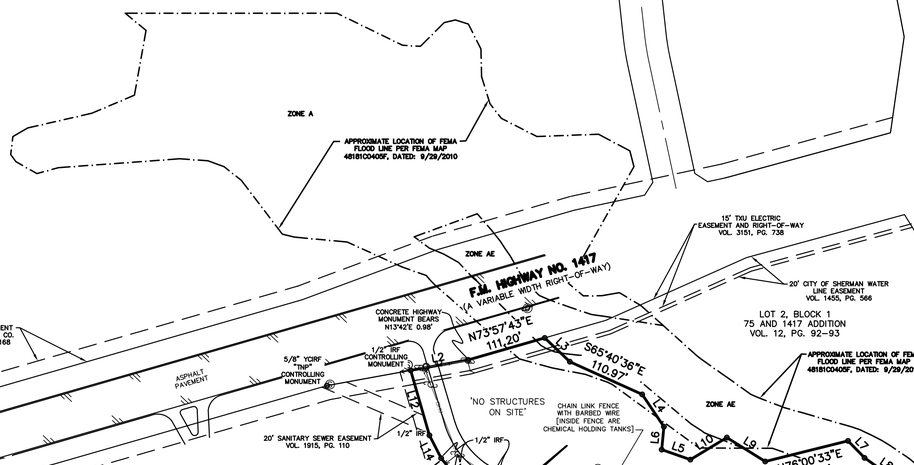
This is to certify that I have, this date, made an on the ground survey of the property located on 301 W FM 1417 in the City of Sherman, Texas, see page 3:

To MC-GP, LLC and Chicago Title Insurance Company; GF No.: CTTP37-8000372200005, East West Bank, Sherman 301-A, LLC, a Texas limited liability company and Sherman 301-B, LLC a Texas limited liability company:

I do hereby certify that this survey was made on the ground, that this plat (map drawing) correctly represents the facts found at the time of survey and that this professional service substantially complies to the current Texas Society of Professional Surveyors Standards and Specifications for a Category 1A, Condition II Survey. The latest field work was completed on 6/18/2021. Date of Plat or Map: 6/24/2021

LINE	BEARING	DISTANCE
L1	S 72°46'31" W	39.70'
L2	N 79°40'21" E	81.78'
L3	S 46°31'25" E	48.34'
L4	S 33°54'09" E	54.38'
L5	S 70°46'08" E	42.45'
L6	S 05°29'43" W	32.18'
L7	S 44°08'27" E	33.15'
L8	N 54°39'54" W	60.72'
L9	S 58°04'15" E	63.20'
L10	N 58°48'25" E	59.57'
L11	N 56°42'54" W	12.75'
L12	N 16°06'40" W	94.50'
L13	N 38°42'39" W	25.56'
L14	N 27°03'42" W	35.83'
L15	N 47°30'21" W	23.57'

Timothy R. Mankin
Registered Professional Land Surveyor No. 6122



SAVE & EXCEPT NOTE:
Water Treatment Facility (ownership unknown) located in the chain link fence, shown hereon, and containing 0.999 acre is referred to as a 1.01 acre tract known as J & J Station in the Texas Power and Light Easement recorded in Volume 961, Page 212.

GRAPHIC SCALE
100 0 50 100 200
(IN FEET)
1 inch = 100 ft.

NORTH

LEGEND

GAS METER	FIRE HYDRANT	WATER MANHOLE	SIGN
IRR. CONTROL VALVE	WATER METER	UNKOWN MANHOLE	LIGHT POLE
TELEPHONE PEDESTAL	FLAG POLE	GRATE INLET	TYPICAL FENCE
POWER POLE	WATER VALVE	SWB MANHOLE	CONCRETE
DOWN GUY	TRANSFORMER PAD	GAS MANHOLE	BOLLARD
S.S. MANHOLE	ELECTRIC METER	VAULT	COVERED AREA
CLEAN OUT	STORM DRAIN MANHOLE	HANDICAP SPACE	A/C PAD

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TSPS CATEGORY 1A, CONDITION II
LAND TITLE SURVEY

301 W. FM HIGHWAY 1417

SHERMAN, TEXAS 75092

NO.	DATE	REVISION
1.		
2.		
3.		

JOB NO.:	21-0614
DATE:	6/24/2021
FIELD DATE:	6/19/2021
SCALE:	1" = 100'
FIELD:	J.D.H.
DRAWN:	T.R.M.
CHECKED:	T.R.M.

PEISER & MANKIN SURVEYING, LLC
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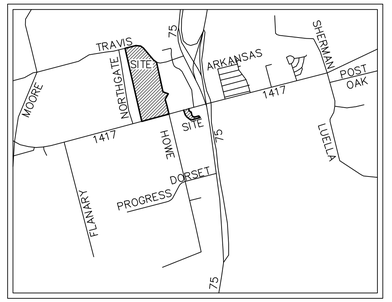
SOUTHLAKE, TEXAS 76092
817-481-1806 (O)
tmankin@peisersurveying.com
FIRM No. 100999-00
COMMERCIAL
RESIDENTIAL
BOUNDARIES
TOPOGRAPHY
MORTGAGE
Texas Society of Professional Surveyors
Member Since 1977

SHEET 1 OF 3

This is to certify that I have, this date, made an on the ground survey of the property located on 301 W FM 1417 in the City of Sherman, Texas, see page 3:

VICINITY MAP
N.T.S.



LEGEND:

1	2 TON CRANE ARM
2	3" VENT TUBE
3	INDUSTRIAL AC
4	VAULT
5	STEPS/STAIRS
6	FREEZER UNIT
7	TANK PAD
8	EVAPERATOR
9	METAL PUMP HOUSE
10	OVERHEAD PIPE SUPPPORT
11	TRANSPAD
12	ELECTRIC BOX
13	RAMP

SSCGC HOLDINGS, LLC
VOL. 5232, PG. 220

1" IPF IN CONCRETE CONTROLLING MONUMENT

POINT OF BEGINNING 'TRACT 3'

N73°40'58"E 583.78'

T.P. & L. EASEMENT VOL. 961, PG. 212

50' PIPELINE EASEMENT VOL. 4518, PG. 741

N73°39'16"E 102.15'

WEST TRAVIS STREET (AN 86' RIGHT-OF-WAY)

RIGHT-OF-WAY DEDICATION INST. NO. 2019-11941

L=333.17'
R=553.00'
D=34°31'08"
CB=N56°42'10"W
CD=328.15'

'TRACT 3'

PORTION OF
ACTICHEM L.P.
VOL. 3880, PG. 138

253,659 SQ. FT. OR 5.823 AC.

'NO STRUCTURES ON SITE'

L=545.30'
R=467.00'
D=66°54'09"
CB=S72°53'37"E
CD=514.85'

50' PIPELINE EASEMENT VOL. 4518, PG. 741

50' PIPELINE EASEMENT VOL. 4518, PG. 731

TRANSMISSION TOWER

WEST TRAVIS STREET (AN 86' RIGHT-OF-WAY) RIGHT-OF-WAY DEDICATION INST. NO. 2019-11935

S14°32'04"E 960.81'

N39°26'36"W 610.36'

S39°26'36"E 610.36'

PRESTON KITCHEN SURVEY ABSTRACT NO. 667

LOT 6, BLOCK 1
PROGRESS PARK ONE, NORTHGATE
DRIVE PHASE FOUR
DOC. NO. 2019-62

10' DRAINAGE & UTILITY EASEMENT VOL. 24, PG. 69

100' T.P. & L. CO. EASEMENT VOL. 942, PG. 473

ACTICHEM L.P.
VOL. 3880, PG. 138

GROSS AREA
3,893,017 SQ. FT. OR 89.371 AC.

NET AREA AFTER S&E
3,849,496 SQ. FT. OR 88.372 AC.

STORM MANHOLE

L=181.51'
R=467.00'
D=22°16'12"
CB=N50°34'41"W
CD=180.37'

HERITAGE DEVELOPMENT PARTNERS
VOL. 5676, PG. 224

U.S. HIGHWAY 75
(A VARIABLE WIDTH RIGHT-OF-WAY)

WEST TRAVIS STREET (AN 86' RIGHT-OF-WAY)

RIGHT-OF-WAY DEDICATION FOR WEST TRAVIS STREET VOL. 24, PG. 65

CROSSROAD BOULEVARD (A 60' RIGHT-OF-WAY) (VOL. 2019, PG. 353)

L=290.13'
R=553.00'
D=30°03'38"
CB=S54°28'24"E
CD=286.82'

APPROX LOCATION OF SURVEY LINE

ELIZABETH JONES SURVEY ABSTRACT NO. 625

HEADWALL
TRASH COMPACTOR
CHAIN LINK
FLUME
COOLING UNIT
HEIGHT= ±0.9'
ASPHALT DRIVE
1-STORY TILT WALL CINDER BLOCK AND CONCRETE BUILDING
BUILDING FOOTPRINT 474,680 SQ. FT. OR 10.9 ACRES
CONCRETE WALL
METAL PUMPHOUSE
FADED PARKING STRIPES ON ASPHALT PAVEMENT
PARKING STRIPE (TYPICAL)
GRATE INLET
1-STORY CINDER BLOCK BUILDING
GRAVEL
1-STORY MAINTENANCE BUILDING
SEE SAVE & EXCEPT NOTE
43,521 SQ. FT. OR 0.999 ACRE
CLFC
157' TALL TOWER
1-STORY BRICK
N54°19'05"E 135.82'
S35°37'56"E 206.29'
T.P. & L. EASEMENT VOL. 961, PG. 212

REMAINDER OF
SHERMAN CROSSROADS, LTD.
VOL. 5054, PG. 926

LOT 5, BLOCK 1
PROGRESS PARK ONE, NORTHGATE
DRIVE PHASE FOUR
DOC. NO. 2019-62

10' WATER EASEMENT VOL. 2019, PG. 62

10'X15' WATER EASEMENT VOL. 2019, PG. 62

10'X10' WATER EASEMENT VOL. 2019, PG. 62

10' DRAINAGE & UTILITY EASEMENT VOL. 2019, PG. 62

30' UTILITY EASEMENT VOL. 2019, PG. 62

NORTHGATE DRIVE (A 60' RIGHT-OF-WAY)

N09°52'05"W 364.40'

30' UTILITY EASEMENT VOL. 22, PG. 90

LOT 4, BLOCK 1
PROGRESS PARK ONE, NORTHGATE
DRIVE PHASE FOUR
DOC. NO. 2019-62

25' BUILDING SETBACK VOL. 22, PG. 90

ST. LOUIS, SAN FRANCISCO & TEXAS RAIWAY CO. EASEMENT VOL. 1138, PG. 41

100' T.P. & L. CO. EASEMENT VOL. 942, PG. 473

MATCHLINE

LINE	BEARING	DISTANCE
L1	S 72°46'31" W	39.70'
L2	N 79°40'21" E	81.78'
L3	S 46°31'25" E	48.34'
L4	S 33°54'09" E	54.38'
L5	S 70°46'08" E	42.45'
L6	S 05°29'43" W	32.18'
L7	S 44°08'27" E	33.15'
L8	N 54°39'54" W	60.72'
L9	S 58°04'15" E	63.20'
L10	N 58°48'25" E	59.57'
L11	N 56°42'54" W	12.75'
L12	N 16°06'40" W	94.50'
L13	N 38°42'39" W	25.56'
L14	N 27°03'42" W	35.83'
L15	N 47°30'21" W	23.57'

SAVE & EXCEPT NOTE:
Water Treatment Facility (ownership unknown) located in the chain link fence, shown hereon, and containing 0.999 acre is referred to as a 1.01 acre tract known as J & J Station in the Texas Power and Light Easement recorded in Volume 961, Page 212.

GRAPHIC SCALE
100 0 50 100 200
(IN FEET)
1 inch = 100 ft.

NORTH

LEGEND

GAS METER	FIRE HYDRANT	WATER MANHOLE	SIGN
IRR. CONTROL VALVE	WATER METER	UNKOWN MANHOLE	LIGHT POLE
TELEPHONE PEDESTAL	FLAG POLE	GRATE INLET	TYPICAL FENCE
POWER POLE	WATER VALVE	SWB MANHOLE	CONCRETE
DOWN GUY	TRANSFORMER PAD	GAS MANHOLE	BOLLARD
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CLEAN OUT	STORM DRAIN MANHOLE	HANDICAP SPACE	A/C PAD

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TSPS CATEGORY 1A, CONDITION II
LAND TITLE SURVEY

301 W. FM HIGHWAY 1417

SHERMAN, TEXAS 75092

NO.	DATE	REVISION
1.		
2.		
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JOB NO.:	21-0614
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MORTGAGE
FIRM No. 100999-00
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Member Since 1977

SHEET 2 OF 3

This is to certify that I have, this date, made an on the ground survey of the property located on 301 W FM 1417 in the City of Sherman, Texas, described as follows:

WHEREAS Actichem L.P. is the sole owner of three tracts of land situated in the City of Sherman, Grayson County, Texas, and being part of the Preston Kitchen Survey, Abstract No. 667, and the Elizabeth Jones Survey, Abstract No. 625, and being a portion of Tract One and all of Tract Two in Special Warranty Deed to ACTICHEM L.P. as recorded in Volume 3880, Page 138, Deed Records, Grayson County, Texas, and being more particularly described as three tracts as follows:

TRACT ONE:

BEGINNING at a 1/2 inch iron rod found with yellow plastic cap stamped RPLS 4709 for the southwest corner of said ACTICHEM Tract One, same being the southeast corner of Block 1, Final Plat of Northgate Business Park, Phase One, an addition to the City of Sherman, Grayson County, Texas, according to the plat thereof recorded in Volume 16, Page 166, Plat Records, Grayson County, Texas, same being in the north right-of-way line of F.M. Highway No. 1417 (a variable width right-of-way);

THENCE North 09 deg. 52 min. 05 sec. West, along the common line of said ACTICHEM Tract One, and said Block 1, passing at a distance of 1580.21 feet the northeast corner of said Block 1, same being the southeast corner of Block 1, Progress Park One, Northgate Drive Phase Four, an addition to the City of Sherman, Grayson County, Texas, according to the plat thereof recorded in Document Number 2019-62, Official Public Records, Grayson County, Texas, and continuing along the common line of said ACTICHEM Tract One, and said Block 1, Progress Park One, a total distance of 3646.40 feet to a 1/2 inch iron rod set with red plastic cap stamped "Peiser & Mankin SURV" (hereinafter referred to as 1/2 inch iron rod set) for the northwest corner of said ACTICHEM Tract One, same being the northeast corner of said Block 1, Progress Park One, same being in the south right-of-way line of West Travis Street (an 86 foot right-of-way, per Instrument Numbers 2019-11941, 2019-11935 and Volume 24, Page 65);

THENCE North 73 deg. 39 min. 16 sec. East, along the north line of said ACTICHEM Tract One, and along the south right-of-way line of said West Travis Street, a distance of 102.15 feet to a 1/2 inch iron rod set for the beginning of a curve to the right having a radius of 467.00 feet, a delta angle of 66 deg. 54 min. 09 sec., and a chord bearing and distance of South 72 deg. 53 min. 37 sec. East, 514.85 feet;

THENCE through the interior of said ACTICHEM Tract One, and along the south right-of-way line of said West Travis Street as follows:

In a southeasterly direction, and along said curve to the right, an arc distance of 545.30 feet to a 1/2 inch iron rod set for the end of said curve;

South 39 deg. 26 min. 36 sec. East, a distance of 610.36 feet to a 1/2 inch iron rod set for the beginning of a curve to the left having a radius of 553.00 feet, a delta angle of 30 deg. 03 min. 38 sec., and a chord bearing and distance of South 54 deg. 28 min. 24 sec. East, 286.82 feet;

In a southeasterly direction, and along said curve to the left, an arc distance of 290.13 feet to a 1/2 inch iron rod set for the northeast corner of the herein described tract, same being in the east line of said ACTICHEM Tract One, same being the southeast corner of said West Travis Street dedication recorded in Instrument No. 2019-11935, said Official Public Records, same being in the west line of the remainder of that certain tract of land to Sherman Crossroads, Ltd., by deed recorded in Volume 5054, Page 926, said Deed Records;

THENCE along the common line of said ACTICHEM Tract One, and said Sherman Crossroads tract as follows:

South 14 deg. 32 min. 04 sec. East, a distance of 1119.56 feet to a 1/2 inch iron rod set for an angle point;

South 45 deg. 57 min. 47 sec. East, a distance of 493.45 feet to a 1/2 inch iron rod found with illegible yellow plastic cap for an angle point;

South 10 deg. 34 min. 31 sec. West, a distance of 525.61 feet to a 1/2 inch iron rod found with yellow plastic cap stamped "Sartin RPLS 3694" for an angle point;

South 19 deg. 00 min. 57 sec. East, a distance of 541.99 feet to a 1/2 inch iron rod found with illegible yellow plastic cap for the southeast corner of said ACTICHEM Tract One, same being the southwest corner of said Crossroads tract, same being in the north right-of-way line of aforesaid F.M. Highway No. 1417;

THENCE along the common line of said ACTICHEM Tract One, and the north right-of-way line of said F.M. Highway No. 1417 as follows:

South 72 deg. 46 min. 31 sec. West, a distance of 39.70 feet to a nail found in asphalt for an angle point;

South 73 deg. 55 min. 55 sec. West, a distance of 1315.68 feet to the POINT OF BEGINNING and containing 89.371 acres of computed land;

SAVE & EXCEPT that certain 0.999 acre tract of land situated in the City of Sherman, Grayson County, Texas, and being part of the Elizabeth Jones Survey, Abstract No. 625, and being part of a called 314.444 acre tract of land to Johnson & Johnson by deed dated November 29, 1960, recorded in Volume 924, Page 40, Deed Records, Grayson County, Texas, and being The City of Sherman Water Treatment Facility 0.999 acre is referred to as a 1.01 acre tract (ownership unknown) and known as J & J Station in the Texas Power and Light Easement recorded in Volume 961, Page 212, said 0.999 acre tract being more particularly described as follows:

COMMENCING at a 1/2 inch iron rod found with yellow plastic cap stamped RPLS 4709 for the southwest corner of Tract One in Special Warranty Deed to ACTICHEM L.P. as recorded in Volume 3880, Page 138, Deed Records, Grayson County, Texas, same being the southeast corner of Block 1, Final Plat of Northgate Business Park, Phase One, an addition to the City of Sherman, Grayson County, Texas, according to the plat thereof recorded in Volume 16, Page 166, Plat Records, Grayson County, Texas, same being in the north right-of-way line of F.M. Highway No. 1417 (a variable width right-of-way);

THENCE North 09 deg. 52 min. 05 sec. West, along the common line of said ACTICHEM Tract One, and said Block 1, a distance of 1728.76 feet to an angle point;

THENCE North 80 deg. 07 min. 55 sec. East, through the interior of said ACTICHEM Tract One, a distance of 109.96 feet to a chain link fence corner for the south corner of the herein described tract, same being the POINT OF BEGINNING;

THENCE North 10 deg. 05 min. 09 sec. West, along a chain link fence, a distance of 277.72 feet to a chain link fence corner for the northwest corner of the herein described tract;

THENCE North 54 deg. 19 min. 05 sec. East, along a chain link fence, a distance of 135.82 feet to a chain link fence corner for the north corner of the herein described tract;

THENCE South 35 deg. 57 min. 56 sec. East, along a chain link fence, a distance of 206.29 feet to a chain link fence corner for the southeast corner of the herein described tract;

THENCE South 44 deg. 33 min. 29 sec. West, along a chain link fence, a distance of 260.59 feet to the POINT OF BEGINNING and containing 43,521 square feet or 0.999 acre of computed land;

LEAVING a net area of 88.372 acres of computed land, more or less.

TRACT TWO:

Situated in the City of Sherman, Grayson County, Texas, and being all of Lot One (1), in Block One (1), of 75 AND 1417 ADDITION, an addition to the City of Sherman, Grayson County, Texas, according to the plat thereof recorded in Volume 12, Page 92, Plat Records, Grayson County, Texas, and containing a calculated 101,951 square feet or 2.340 acres of computed land, more or less.

TRACT THREE:

BEGINNING at a 1 inch iron pipe found in concrete for the northeast corner of said ACTICHEM Tract One, same being the southeast corner of the remainder of that certain tract of land to SSCGC Holdings, LLC, by deed recorded in Volume 5232, Page 220, Deed Records, Grayson County, Texas, same being in the west line of that certain tract of land to Heritage Development Partners, by deed recorded in Volume 5676, Page 224, said Deed Records;

THENCE South 14 deg. 32 min. 04 sec. East, along the common line of said ACTICHEM Tract One, and said Heritage tract, a distance of 960.81 feet to a 1/2 inch iron rod set with red plastic cap stamped "Peiser & Mankin SURV" (hereinafter referred to as 1/2 inch iron rod set) for the south corner of the herein described tract, same being in the north right-of-way line of West Travis Street (an 86 foot right-of-way, per Instrument Numbers 2019-11941, 2019-11935 and Volume 24, Page 65), same being the beginning of a non-tangent curve to the right having a radius of 467.00 feet, a delta angle of 22 deg. 16 min. 12 sec., and a chord bearing and distance of North 50 deg. 34 min. 41 sec. West, 180.37 feet;

THENCE along the south line of the herein described tract, through the interior of said ACTICHEM Tract One, and along the north right-of-way line of said West Travis Road as follows:

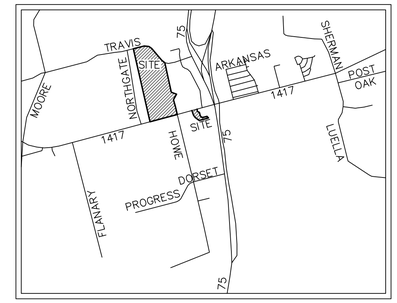
In a northwesterly direction, and along said non-tangent curve to the right, an arc distance of 181.51 feet to a 1/2 inch iron rod set for the end of said curve;

North 39 deg. 26 min. 36 sec. West, a distance of 610.36 feet to a 1/2 inch iron rod set for the beginning of a curve to the left having a radius of 553.00 feet, a delta angle of 34 deg. 31 min. 08 sec., and a chord bearing and distance of North 56 deg. 42 min. 10 sec. West, 328.15 feet;

In a northwesterly direction, and along said curve to the left, an arc distance of 333.17 feet to a 1/2 inch iron rod set for the most westerly corner of the herein described tract, same being in the north line of said ACTICHEM Tract One, same being in the south line of the remainder of said SSCGC Holdings tract;

THENCE North 73 deg. 40 min. 58 sec. East, along the common line of said ACTICHEM Tract One, and said SSCGC Holdings tract, a distance of 583.78 feet to the POINT OF BEGINNING and containing 253,659 square feet or 5.823 acres of computed land, more or less.

VICINITY MAP
N.T.S.



NOTES CORRESPONDING TO SCHEDULE B:

10e. Easement(s) and rights incidental thereto, as granted in a document:
Granted to: Enterprise Texas Pipeline LLC
Purpose: As provided in said document
Recording Date: August 28, 2008
Recording No: Volume 4518, Page 741, Real Property Records, Grayson County, Texas, does affect, plotted hereon.

10g. Easement(s) and rights incidental thereto, as granted in a document:
Granted to: TXU Electric Company
Purpose: As provided in said document
Recording Date: November 5, 2001
Recording No: Volume 3151, Page 738, Real Property Records, Grayson County, Texas, does affect, plotted heron.

NOTES:

1. IRF – Iron Rod Found
2. IRS – Iron Rod Set w/ "PEISER & MANKIN SURV" red plastic cap
3. CLFC – Chain Link Fence Corner
4. YCIRF – Iron Rod Found with yellow cap
5. Basis of Bearing – Bearings of lines shown hereon refer to Grid North of the Texas Coordinate System of 1983 (North Central Zone 4202; NAD83 (2011) Epoch 2010) as derived locally from Allterra Central's Continuously Operating Reference Stations (CORS) via Real Time Kinematic (RTK) Methods. An average Combination Factor of 1.0001134 was used to scale grid coordinates and distances to surface.
6. There are no observable evidence of cemeteries on site.
7. There are no observable evidence of earth moving work, building construction or building additions within the recent months.
8. There are no changes in street right-of-way lines either completed or proposed, and available from the controlling jurisdiction. No observable evidence of recent street or sidewalk construction or repairs.
9. There are no observable evidence of site use as a solid waste dump, sump or sanitary landfill.
10. This boundary forms a mathematical closed figure, with no gaps, gores, or overlaps.
11. This is an above-ground survey. The underground utilities, if shown, are based on information provided by the various utility companies and these locations should be considered approximate. There may be additional underground utilities not shown on this drawing.

This survey was performed in connection with the transaction described in GF No. CTTP37-8000372200005 of Chicago Title Insurance Company, effective date of January 9, 2022 and issued on January 19, 2022, and all subsequent commitments for information regarding encumbrances on subject property and surveyor did not abstract property for easements and/or other restrictions. The legal description used for this survey describes the same land as the legal description in the title report.
USE OF THIS SURVEY FOR ANY OTHER PURPOSE OR BY OTHER PARTIES SHALL BE AT THEIR OWN RISK AND UNDERSIGNED IS NOT RESPONSIBLE TO OTHERS FOR ANY LOSS RESULTING THEREFROM.

The term "certify" or "certificate" as shown and used hereon indicates an expression of professional opinion regarding the facts of the survey and does not constitute a warranty or guarantee, either expressed or implied; and is exclusively to the parties involved in, and limited to the transaction (GF No. CTTP37-8000372200005) closing at the title company indicated hereon.

FLOOD CERTIFICATE
As determined by the FLOOD INSURANCE RATE MAPS for Grayson County, the subject property Does Not appear to lie within a Special Flood Hazard Area (100 Year Flood), Map date 9/29/2010 Community Panel No. 48181C0405F subject lot is located in Zone 'X, A & AE'.
If this site is not within an identified flood hazard area, this Flood Statement does not imply that the property and/or structures thereon will be free from flooding or flood damage. On rare occasions, greater floods can and will occur and flood heights may be increased by man-made or natural causes. This Flood Statement shall not create liability on the part of the Surveyor.

Errors: The Client or Client's Representatives will have 45 days from the date the survey was issued to change any misspellings or any errors on the survey report, after this time has expired all parties involved must accept the survey as issued.

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TSPS CATEGORY 1A, CONDITION II
LAND TITLE SURVEY
301 W. FM HIGHWAY 1417
SHERMAN, TEXAS 75092

NO.	DATE	REVISION
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JOB NO.:	21-0614
DATE:	6/24/2021
FIELD DATE:	6/19/2021
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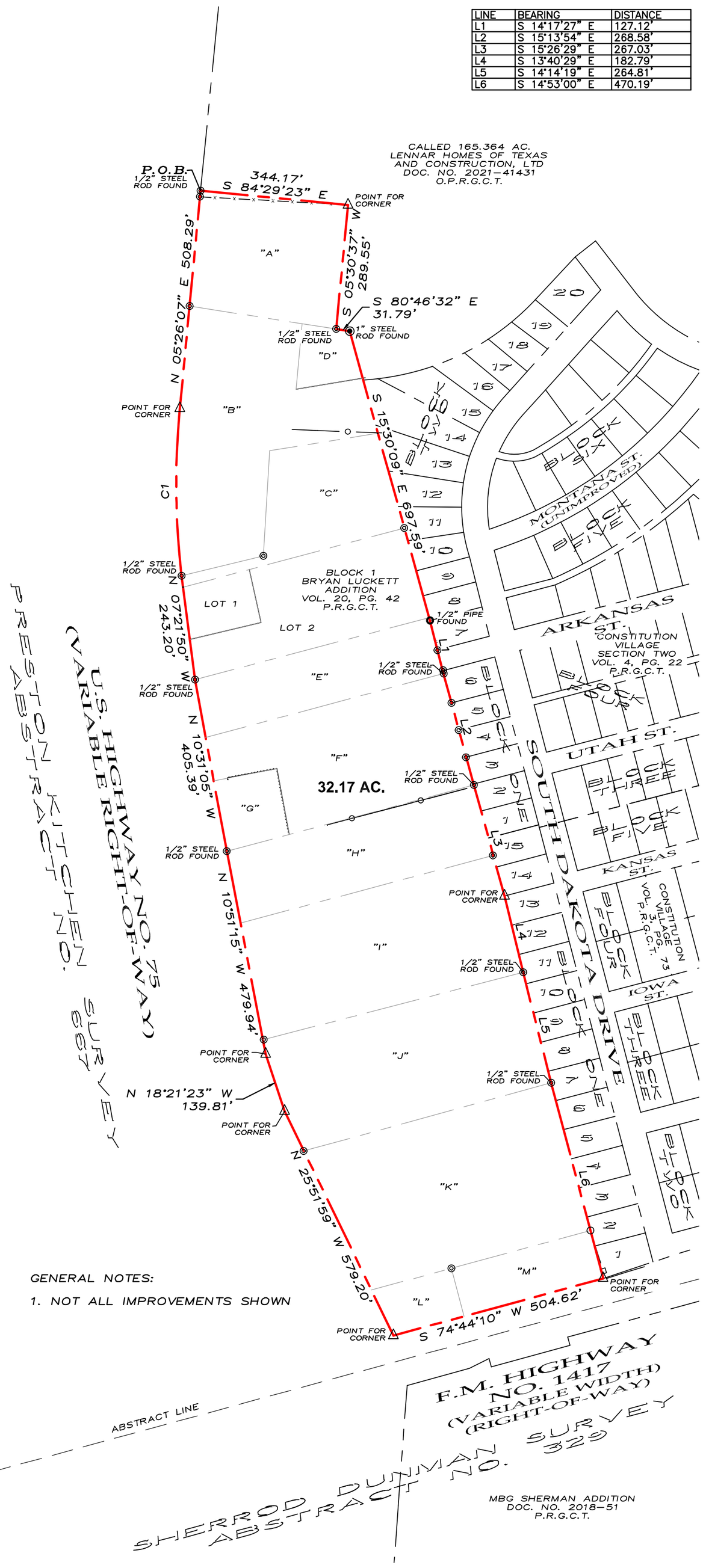
SHEET 3 OF 3

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	1860.00'	389.57'	388.86'	N 00°33'43" W	12°00'02"

LINE	BEARING	DISTANCE
L1	S 14°17'27" E	127.12'
L2	S 15°13'54" E	268.58'
L3	S 15°26'29" E	267.03'
L4	S 13°40'29" E	182.79'
L5	S 14°14'19" E	264.81'
L6	S 14°53'00" E	470.19'



GENERAL NOTES:

1. NOT ALL IMPROVEMENTS SHOWN

MBG SHERMAN ADDITION
DOC. NO. 2018-51
P.R.G.C.T.

SEE LEGAL ATTACHED

SCALE
1" = 200'

~ BASIS OF BEARINGS ~
GRID NORTH, NAD 83
TEXAS STATE PLANE COORDINATE SYSTEM
NORTH CENTRAL ZONE

LEGEND

P.O.B.	POINT OF BEGINNING
△	POINT FOR CORNER
◎	1/2" STEEL ROD FOUND
○	1/2" PIPE FOUND
⊗	"X" CUT IN CONCRETE
⊙	1" STEEL ROD FOUND
O.P.R.G.C.T.	OFFICIAL PUBLIC RECORDS, GRAYSON COUNTY, TEXAS
R.P.R.G.C.T.	REAL PROPERTY RECORDS, GRAYSON COUNTY, TEXAS
P.R.G.C.T.	PLAT RECORDS, GRAYSON COUNTY, TEXAS
	BOUNDARY LINE
	PROPERTY LINE
	CHAINLINK FENCE
	STOCKADE FENCE

DEED RECORDS

"A"

CALLED 2.205 AC.
THOMAS N. SHIPP
VOL. 5095, PG. 365
O.P.R.G.C.T.

"B"

CALLED 3.73 AC.
ROGER D. BROWN
VOL. 5978, PG. 500
O.P.R.G.C.T.

"C"

CALLED 1.76 AC.
BRYAN LUCKETT
TRACT ONE
VOL. 5530, PG. 290
O.P.R.G.C.T.

"D"

CALLED 0.40 AC.
BRYAN LUCKETT
TRACT TWO
VOL. 5530, PG. 290
O.P.R.G.C.T.

"E"

REMS. OF A CALLED 2 AC.
BARBARA WIBLE POWELL
& MARGARET WIBLE BRIGGS
VOL. 3960, PG. 876
O.P.R.G.C.T.

"F"

CALLED 3.04 AC.
MIKE MARKS
TRACT I
DOC. NO. 2017-24752
R.P.R.G.C.T.

"G"

CALLED 0.5537 AC.
LUCIEN HINES
VOL. 5832, PG. 720
O.P.R.G.C.T.

"H"

CALLED 2.333 AC.
HIGHWAY 75, L.L.C.
VOL. 3432, PG. 366
O.P.R.G.C.T.

"I"

CALLED 3.923 AC.
DON COGBURN &
JUDY COGBURN
VOL. 3904, PG. 489
O.P.R.G.C.T.

"J"

CALLED 3.807 AC.
CHRISTY'S PROPERTIES, LLC
DOC. NO. 2019-24243
R.P.R.G.C.T.

"K"

CALLED 4.598 AC.
3605 SHERMAN
INVESTMENTS LLC
VOL. 5705, PG. 311
O.P.R.G.C.T.

"L"

CALLED 0.4794 AC.
SE LEGACY DRIVE
INVESTMENTS, LLC
DOC. NO. 2022-36
R.P.R.G.C.T.

"M"

CALLED 0.883 AC.
RADHE HOSPITALITY, LLC
VOL. 5659, PG. 872
O.P.R.G.C.T.

I, Douglas W. Underwood, Registered Professional Land Surveyor, hereby certify that a survey was made on the ground on the property legally described herein, and that the plat herewith is a true, correct and accurate representation of the property legally described hereinabove.

STATE OF TEXAS
REGISTERED
DOUGLAS W. UNDERWOOD
4709
PROFESSIONAL
LAND SURVEYOR

Douglas W. Underwood
Registered Professional
Land Surveyor No. 4709
Firm No. 10006300
DATE OF SURVEY: 11/20/24

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UNDERWOOD
DRAFTING & SURVEYING
3404 INTERURBAN ROAD DENISON, TEXAS 75021 (903)465-2151

JOB NO. 24111201
FW: WK - DFT: BH

UNDERWOOD

DRAFTING & SURVEYING, INC.

Legal Description
Job No. 24111201

Situated in the County of Grayson, State of Texas, being a part of Preston Kitchen Survey, Abstract No. 667, and being the following 15 tracts of land: (1) all of a called 2.205 acre tract of land described in the deed to Thomas N. Shipp, recorded in Volume 5095, Page 365, Official Public Records, Grayson County, Texas, and (2) all of a called 3.73 acre tract of land described in the deed to Roger D. Brown, recorded in Volume 5978, Page 500, said Official Public Records, and (3 & 4) all of a called 1.76 acre tract described as Tract One and all of a called 0.40 acre tract described as Tract Two in the deed to Bryan Luckett, recorded in Volume 5530, Page 290, said Official Public Records, and (5 & 6) Lots 1 and 2 of Block 1, according to the plat thereof recorded in Volume 20, Page 42, Plat Records, Grayson County, Texas, and (7) the remainder of a called 2 acre tract of land described in the deed to Barbara Wible Powell and Margaret Wible Briggs, recorded in Volume 3960, Page 876, said Official Public Records, and (8) all of a called 3.04 acre tract of land described as Tract I in the deed to Mike Marks, recorded in Document No. 2017-24752, Real Property Records, Grayson County, Texas, and (9) all of a called 0.5537 acre tract of land described in the deed to Lucien Hines, recorded in Volume 5832, Page 720, said Official Public Records, and (10) all of a called 2.333 acre tract of land described in the deed to Highway 75, L.L.C., recorded in Volume 3432, Page 366, said Official Public Records, and (11) all of a called 3.923 acre tract of land described in the deed to Don Cogburn and Judy Cogburn, recorded in Volume 3904, Page 489, said Official Public Records, and (12) all of a called 3.807 acre tract of land described in the deed to Christy's Properties, LLC, recorded in Document No. 2019-24243, said Real Property Records, and (13) all of a called 4.598 acre tract of land described in the deed to 3605 Sherman Investments LLC, recorded in Volume 5705, Page 311, said Official Public Records, and (14) all of a called 0.4794 acre tract of land described in the deed to SE Legacy Drive Investments, LLC, recorded in Document No. 2022-36, said Real Property Records, and (15) all of a called 0.883 acre tract of land described in the deed to Radhe Hospitality, LLC, recorded in Volume 5659, Page 872, said Official Public Records, said 15 tracts of land hereinafter referred to as **Subject Tract** of land, and being described by metes and bounds as follows:

Beginning at a 1/2" steel rod found for the northwest corner of said Subject Tract, common to the western-most southwest corner of a called 165.364 acre tract of land described in the deed to Lennar Homes of Texas and Construction, LTD, recorded in Document No. 2021-41431, said Official Public Records, and on the easterly right-of-way line of U.S. Highway No. 75;

Thence South 84°29'23" East, with a northerly line of said Subject Tract, and with a southerly line of said 165.364 acre tract, a distance of 344.17 feet to the northern-most northeast corner of said Subject Tract;

Thence South 05°30'37" West, with an easterly line of said Subject Tract, and with a westerly line of said 165.364 acre tract, a distance of 289.55 feet to a 1/2" steel rod found;

Thence South 80°46'32" East, with a northerly line of said Subject Tract, and with a southerly line of said 165.364 acre tract, a distance of 31.79 feet to a 1" steel rod found for the eastern-most northeast corner of said Subject Tract;

Thence South 15°30'09" East, with an easterly line of said Subject Tract, and with a westerly line of said 165.364 acre tract, and with the westerly line of Constitution Village, Section Two, according to the plat thereof recorded in Volume 4, Page 22, said Plat Records, a distance of 697.59 feet to a 1/2" pipe found;

Thence South 14°17'27" East, continuing with an easterly line of said Subject Tract, and with the westerly line of said Constitution Village, Section Two, a distance of 127.12 feet to a 1/2" steel rod found;

Thence South 15°13'54" East, continuing with an easterly line of said Subject Tract, and with the westerly line of said Constitution Village, Section Two, a distance of 268.58 feet to a 1/2" steel rod found;

Thence South 15°26'29" East, continuing with an easterly line of said Subject Tract, and with the westerly line of said Constitution Village, Section Two, and with the westerly line of Constitution Village, according to the plat thereof recorded in Volume 3, Page 73, said Plat Records, a distance of 267.03 feet to a point for corner;

Thence South 13°40'29" East, continuing with an easterly line of said Subject Tract, and with the westerly line of said Constitution Village, a distance of 182.79 feet to a 1/2" steel rod found;

Thence South 14°14'19" East, continuing with an easterly line of said Subject Tract, and with the westerly line of said Constitution Village, a distance of 264.81 feet to a 1/2" steel rod found;

Thence South 14°53'00" East, continuing with an easterly line of said Subject Tract, and with the westerly line of said Constitution Village, a distance of 470.19 feet to the southeast corner of said Subject Tract, common to the southwest corner of said Constitution Village, and on the northerly right-of-way line of F.M. Highway No. 1417;

Thence South 74°44'10" West, with the southerly line of said Subject Tract, and with the northerly right-of-way line of said F.M. Highway No. 1417, a distance of 504.62 feet to the southwest corner of said Subject Tract, and at the intersection of the northerly right-of-way line of said F.M. Highway No. 1417 and the easterly right-of-way line of aforesaid U.S. Highway No. 75;

Thence with the westerly line of said Subject Tract, and with the easterly right-of-way line of said U.S. Highway No. 75, the following 7 courses:

1. North 25°51'59" West, a distance of 579.20 feet to a point for corner;
2. North 18°21'23" West, a distance of 139.81 feet to a point for corner;
3. North 10°51'15" West, a distance of 479.94 feet to a 1/2" steel rod found;
4. North 10°31'05" West, a distance of 405.39 feet to a 1/2" steel rod found;
5. North 07°21'50" West, a distance of 243.20 feet to a 1/2" steel rod found;
6. With a curve to the right having a radius of 1860.00 feet, (chord bears North 00°33'43" West, 388.86 feet) an arc length of 389.57 feet to a point for corner;
7. North 05°26'07" East, a distance of 508.29 feet to the Point of Beginning and containing 32.17 acres of land, more or less.

11/20/2024

STATE OF TEXAS
REGISTERED
DOUGLAS W. UNDERWOOD
4709
PROFESSIONAL
LAND SURVEYOR

City of Sherman
Tax Increment Reinvestment Zone #5
PARCEL LIST
Exhibit C

Parcel ID	Owner	Total Acreage	Assessed Value	% Acreage in TIRZ	Acreage in TIRZ	Value in TIRZ
Original Boundary						
125373	SGCGC Holdings LLC	106.28	9,732	100%	106.28	9,732
125379	City of Sherman	1.20	$ -	100%	1.20	-
166359	Donald Brewer Etux Audrey	9.00	13,173	100%	9.00	13,173
256697	Sherman Crossroads LTD	85.65	2,289,084	100%	85.65	2,289,084
266624	SGCGC Holdings LLC	0.25	1,049	100%	0.25	1,049
266625	SGCGC Holdings LLC	0.33	1,390	100%	0.33	1,390
266626	SGCGC Holdings LLC	0.33	1,386	100%	0.33	1,386
266627	SGCGC Holdings LLC	0.38	1,592	100%	0.38	1,592
266628	SGCGC Holdings LLC	0.26	1,096	100%	0.26	1,096
266629	SGCGC Holdings LLC	0.14	576	100%	0.14	576
266630	SGCGC Holdings LLC	0.14	589	100%	0.14	589
266631	SGCGC Holdings LLC	0.14	578	100%	0.14	578
266632	SGCGC Holdings LLC	0.15	618	100%	0.15	618
266633	SGCGC Holdings LLC	0.30	1,256	100%	0.30	1,256
266634	SGCGC Holdings LLC	0.24	992	100%	0.24	992
266635	SGCGC Holdings LLC	0.18	744	100%	0.18	744
266636	SGCGC Holdings LLC	0.11	475	100%	0.11	475
266637	SGCGC Holdings LLC	0.11	479	100%	0.11	479
266638	SGCGC Holdings LLC	0.11	482	100%	0.11	482
266639	SGCGC Holdings LLC	0.12	486	100%	0.12	486
266640	SGCGC Holdings LLC	0.12	489	100%	0.12	489
266641	SGCGC Holdings LLC	0.13	564	100%	0.13	564
266642	SGCGC Holdings LLC	0.19	811	100%	0.19	811
266643	SGCGC Holdings LLC	0.20	852	100%	0.20	852
266644	SGCGC Holdings LLC	0.13	538	100%	0.13	538
266645	SGCGC Holdings LLC	0.23	959	100%	0.23	959
266646	SGCGC Holdings LLC	0.20	823	100%	0.20	823
266647	SGCGC Holdings LLC	0.19	781	100%	0.19	781
266648	SGCGC Holdings LLC	0.17	698	100%	0.17	698
266649	SGCGC Holdings LLC	0.23	984	100%	0.23	984
266657	SGCGC Holdings LLC	0.16	681	100%	0.16	681
266658	SGCGC Holdings LLC	0.11	477	100%	0.11	477
266659	SGCGC Holdings LLC	0.16	676	100%	0.16	676
266660	SGCGC Holdings LLC	0.21	899	100%	0.21	899
266661	SGCGC Holdings LLC	0.18	753	100%	0.18	753
266662	SGCGC Holdings LLC	0.22	941	100%	0.22	941
266667	SGCGC Holdings LLC	0.15	650	100%	0.15	650
266668	SGCGC Holdings LLC	0.18	745	100%	0.18	745
266669	SGCGC Holdings LLC	0.16	689	100%	0.16	689
266670	SGCGC Holdings LLC	0.18	743	100%	0.18	743
266671	SGCGC Holdings LLC	0.18	743	100%	0.18	743
266672	SGCGC Holdings LLC	0.18	743	100%	0.18	743
266673	SGCGC Holdings LLC	0.20	856	100%	0.20	856
271836	SGCGC Holdings LLC	231.04	930,121	28%	63.91	257,290
356252	William Lee	0.98	761	100%	0.98	761

City of Sherman
Tax Increment Reinvestment Zone #5
PARCEL LIST
Exhibit C

Parcel ID	Owner	Total Acreage	Assessed Value	% Acreage in TIRZ	Acreage in TIRZ	Value in TIRZ
356253	William Lee	0.20	15,007	100%	0.20	15,007
379838	Heritage Development Partners LLC	33.22	947,159	100%	33.22	947,159
386925	City of Sherman	2.68	-	100%	2.68	-
386929	AEI Net Lease Portfolio XII DST	1.05	66,218	100%	1.05	66,218
386930	Sherman FEC Real Estate LLC	2.00	88,862	100%	2.00	88,862
388889	SGCGC Holdings LLC	10.48	689	100%	10.48	689
390688	Heritage Development Partners LLC	2.89	97,519	100%	2.89	97,519
390687	Sherman Mob LLC	2.80	97,519	100%	2.80	97,519
Total for Original Boundary		**496.81**	**4,586,727**		**329.69**	**3,913,896**
Expanded Boundary on West, January 1, 2024						
125122	Sherman 301A LLC and Sherman 301 B LLC	92.37	14,511,778	100%	92.37	14,511,778
229417	Actichem LP	1.00	115,895	100%	1.00	115,895
Expanded Boundary on East, January 1, 2024						
167219	SE Legacy Drive Investments LLC	0.48	795,092	100%	0.48	795,092
167220	Radhe Hospitality LLC	0.88	1,225,000	100%	0.88	1,225,000
167217	3605 Sherman Investments LLC	4.59	4,966,040	100%	4.59	4,966,040
167218	Christys Properties LLC Oklahoma LLC	3.81	843,094	100%	3.81	843,094
167216	Cogburn Don ETUX Judy	3.92	942,320	100%	3.92	942,320
167215	Highway 75 LLC	2.36	761,970	100%	2.36	761,970
360621	McClellan Amy Hines	0.55	212,277	100%	0.55	212,277
167214	Marks Mike	3.04	543,859	100%	3.04	543,859
167149	Briggs Margaret Wible and Powell Barbara Wible	1.81	235,481	100%	1.81	235,481
271988	Luckett Bryan	2.24	247,595	100%	2.24	247,595
271987	Luckett Bryan	0.47	158,382	100%	0.47	158,382
167145	Luckett Bryan	1.85	529,779	100%	1.85	529,779
167143	Brown Roger Dale	3.73	462,441	100%	3.73	462,441
167144	Luckett Bryan	0.44	37,938	100%	0.44	37,938
167142	Shipp Thomas N	2.21	282,200	100%	2.21	282,200
Total for Expanded Boundary added January 1, 2024		**125.75**	**26,871,141**		**125.75**	**26,871,141**
Total TIRZ #5		**622.56**	**$ 31,457,868**		**455.43**	**$ 30,785,037**

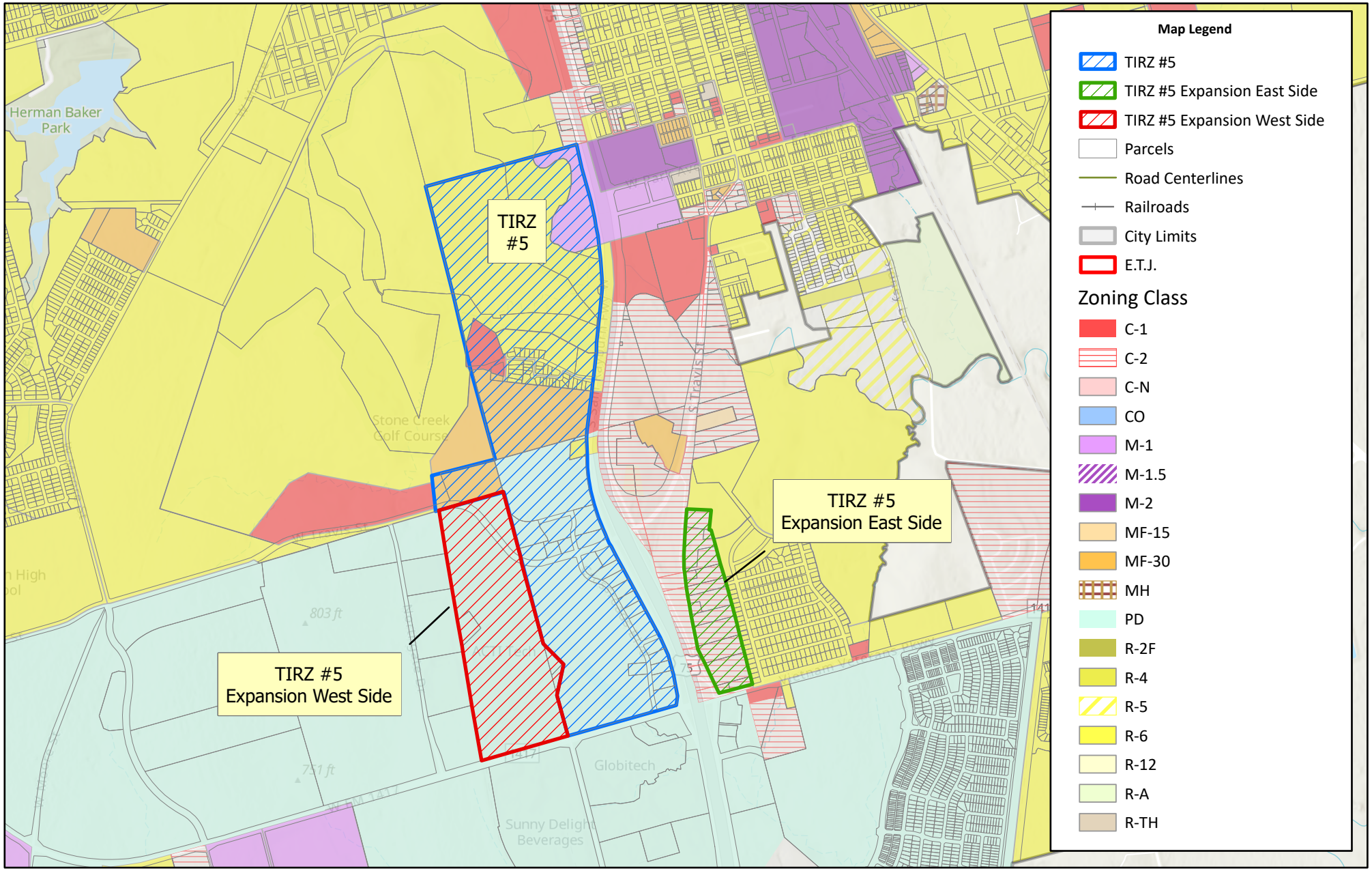
City of Sherman
Tax Increment Reinvestment Zone #5
PROJECT COSTS - ORIGINAL
Exhibit D

Fiscal Year	Capital Outlay	Debt Service Principal	Interest Expense	Debt Issuance Costs	Total
2017	$ 600	$ -	$ -	$ 25,115	$ 25,715
2018	2,652,167	-	212,000	-	2,864,167
2019	67,646	134,594	155,406	-	357,646
2020	-	142,131	143,803	-	285,934
2021	250,000	148,592	140,408	-	539,000
2022	-	156,129	132,871	-	289,000
2023	-	163,666	125,534	-	289,200
2024	-	172,281	116,719	-	289,000
2025	1,500	180,895	108,106	-	290,500
2026	-	189,509	98,687	-	288,196
2027	-	199,199	89,212	-	288,411
2028	-	207,813	81,244	-	289,057
2029	-	215,351	72,931	-	288,282
2030	-	221,811	66,471	-	288,282
2031	-	228,272	59,816	-	288,088
2032	-	235,809	52,683	-	288,492
2033	120,000	243,346	45,019	-	408,365
2034	300,000	251,960	36,806	-	588,766
2035	300,000	260,574	28,302	-	588,877
2036	400,000	269,188	19,182	-	688,371
2037	400,000	278,879	9,761	-	688,640
2038	400,000	-	-	-	400,000
2039	500,000	-	-	-	500,000
2040	500,000	-	-	-	500,000
2041	500,000	-	-	-	500,000
2042	500,000	-	-	-	500,000
2043	600,000	-	-	-	600,000
2044	600,000	-	-	-	600,000
2045	600,000	-	-	-	600,000
2046	600,000	-	-	-	600,000
2047	800,000	-	-	-	800,000
2048	800,000	-	-	-	800,000
2049	800,000	-	-	-	800,000
2050	850,000	-	-	-	850,000
2051	900,000	-	-	-	900,000
2052	900,000	-	-	-	900,000
2053	900,000	-	-	-	900,000
2054	1,200,000	-	-	-	1,200,000
2055	1,329,507	-	-	-	1,329,507
	$ 17,771,419	$ 3,900,000	$ 1,794,960	$ 25,115	$ 23,491,495

City of Sherman
Tax Increment Reinvestment Zone #5
PROJECT COSTS - EXPANSION
Exhibit D

Fiscal Year	Reimburse City
2025	-
2026	-
2027	-
2028	-
2029	-
2030	-
2031	-
2032	-
2033	-
2034	-
2035	-
2036	-
2037	-
2038	-
2039	-
2040	-
2041	-
2042	-
2043	-
2044	-
2045	-
2046	-
2047	-
2048	-
2049	-
2050	-
2051	-
2052	-
2053	-
2054	-
2055	-
	$ -

EXHIBIT E



dlagrone H:\ENGINEER\GIS\ArcGIS Pro Projects\Finance\TIRZ Maps.aprx

Sherman
CLASSIC TOWN. BROAD HORIZON.

N
W E
S

CITY OF SHERMAN

TIRZ 5 (Zoning)

2/5/2025

EXHIBIT F

01 MASTER SITE PLAN

1" = 120'-0"

SHERMAN CROSSROADS

SHERMAN, TEXAS

SHERMAN CROSSROADS LTD

GSO ARCHITECTS

DALLAS, TX 972.385.9651

www.GSOarchitects.com

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JHARKINSON@HARKCORP.COM

CONTACT: CHRIS LAROCCO
(214) 636-6470
CLAROCCO@HARKCORP.COM

PRELIMINARY PLAN
NOT FOR CONSTRUCTION

SP72

JOB NO: 14-047
ISSUE DATE: 8/28/24
SCALE: AS NOTED

HARKINSON DEVELOPMENT CORPORATION

WWW.HARKINSONDEVELOPMENT.COM

EXHIBIT G

IMAGES Sherman Logo 2 : EPSG26914_Date20230810_Lat33.600057_Lon-96.611303_Mpp0.597 :
XREFS xBndy : xSite- ExUtil : xSite-Ex : xSurv-IES : xUtil : xSite-GROCER : xSite-GSO : xSite : xSurv-Combined : xBrdr - 22X34 - portraitdwg : xHtch : xAerial : xStrm.dwg - Development Exhibit : xUtil - BrocketteDavisDrakeINC
LAST SAVED 10/18/2024 9:07 AM
PLOTTED BY CALDWELL, MATTIE (WOOD) 10/21/2024 1:20 PM
DWG PATH K:\SHR_CIVIL\063493020 - CROSSROADS\CAD\EXHIBITS
DWG NAME 20241007 - DEVELOPMENT AGREEMENT EXHIBIT.DWG , [24 x 36]

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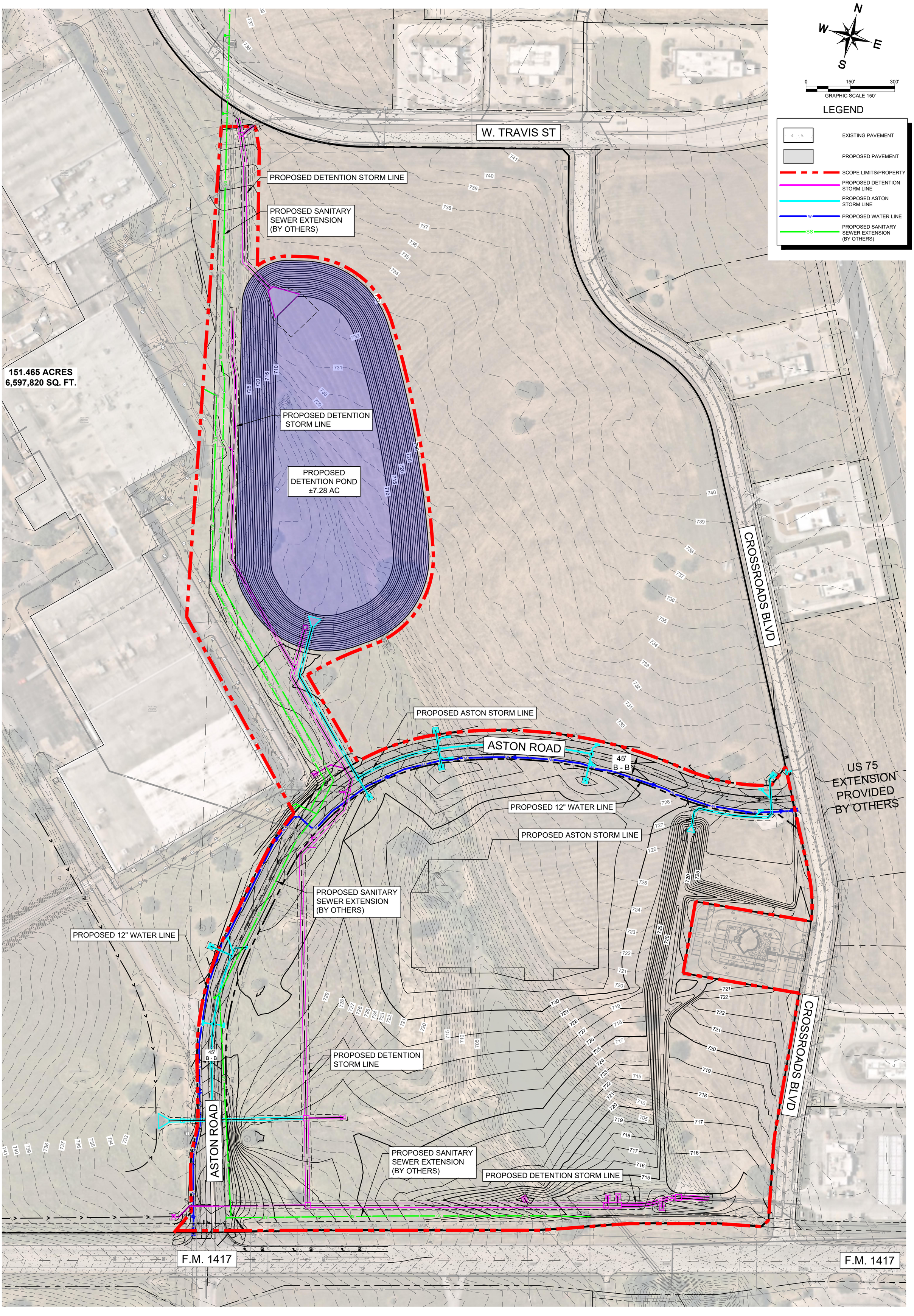


SHEET NUMBER EX

EXHIBIT B

SHERMAN CROSSROADS

SHERMAN, TEXAS

KHA PROJECT	063493020
DATE	OCT, 2024
SCALE	AS SHOWN
DESIGNED BY	MJC
DRAWN BY	MDC
CHECKED BY	MJC

PRELIMINARY
FOR REVIEW ONLY
Not for construction or permit purposes.
Kimley»Horn
Engineer MICHAEL J. CARLISLE
P.E. No. 132972 Date 10/21/2024

Kimley»Horn
© 2024 KIMLEY-HORN AND ASSOCIATES, INC.
200 NORTH TRAVIS STREET, #500, SHERMAN, TX 75090
PHONE: (903) 258-9416
WWW.KIMLEY-HORN.COM TX F-928

No.	REVISIONS	DATE	BY

City of Sherman
Tax Increment Reinvestment Zone #5
ESTIMATED CAPTURED APPRAISED VALUE - ORIGINAL ZONE
Exhibit H

Fiscal Year	Captured Value - Original Zone
2018	$ -
2019	6,116,448
2020	19,748,471
2021	26,605,424
2022	30,833,419
2023	40,358,693
2024	41,250,702
2025	46,285,193
2026	47,155,088
2027	50,219,227
2028	60,592,778
2029	93,215,192
2030	101,912,573
2031	108,262,161
2032	119,697,509
2033	146,614,193
2034	155,645,878
2035	165,219,465
2036	175,367,466
2037	193,624,348
2038	216,276,643
2039	229,488,075
2040	243,492,193
2041	258,336,559
2042	274,071,586
2043	290,750,715
2044	308,430,592
2045	327,171,261
2046	347,036,370
2047	368,093,386
2048	390,413,823
2049	414,073,486
2050	439,152,729
2051	465,736,727
2052	493,915,764
2053	523,785,544
2054	555,447,510
2055	589,009,195

City of Sherman
Tax Increment Reinvestment Zone #5
ESTIMATED CAPTURED APPRAISED VALUE - EXPANSION
Exhibit H

Fiscal Year	Captured Value - Expansion
2025	$ -
2026	1,262,186
2027	2,950,186
2028	4,739,465
2029	6,636,102
2030	8,646,536
2031	43,278,867
2032	59,331,870
2033	74,740,335
2034	93,011,031
2035	112,316,869
2036	123,828,650
2037	138,431,137
2038	151,948,274
2039	189,906,658
2040	205,639,826
2041	259,218,184
2042	276,383,544
2043	294,578,825
2044	313,865,823
2045	334,310,041
2046	355,980,912
2047	378,952,035
2048	403,301,425
2049	429,111,779
2050	456,470,754
2051	485,471,268
2052	516,211,813
2053	548,796,790
2054	583,336,866
2055	619,949,346

City of Sherman
Tax Increment Reinvestment Zone #5
CONSTRUCTION COSTS
Exhibit I

Project Costs to date		
Sherman Crossroads		
Soil Testing		12,071
Paving		2,049,646
Engineering		121,551
Gas utilities		123,000
Sanitary sewer		348,408
Survey		2,100
Project Management		65,136
Underground electrical		250,000
Medical Drive		
Excavation		63,571
Water extension		84,225
Lime stabilization		41,008
374' paving of 36' wide road		178,676
Sidewalks		21,773
Bonds		6,000
Silt fence		3,500
Total Project Costs to date	$	3,370,665

Future Project costs for Expansion of Sherman Crossroads		
Aston Road - reimburse developer		420,000
Aston Road Infrastructure		
Engineering		686,000
Offsite Mitigation		312,000
Professional Services		31,133
General Conditions		1,424,974
Erosion Control		250,284
Relocation		23,164
Demolition		234,087
Earthwork		2,088,713
Turn Lane & Approach Improvements		39,724
Paving		1,044,046
Traffic Signal		313,386
Water Distribution System		420,727
Storm System - Aston Drive		1,966,233
Storm System - Pond		4,192,766
Crossroads Sewer Main Extension		
Engineering		43,658
Construction		1,424,838
Offsite Mitigation Pond		1,500,000
	$	16,415,733

City of Sherman
Tax Increment Reinvestment Zone #5
FEASIBILITY STUDY - ORIGINAL BOUNDARY
Exhibit J

Fiscal Year	Captured Value - Original Zone	City Property Tax	County Property Tax	Taxes On Captured Value	Interest Income	Debt Proceeds	Total Inflow	Debt Service	Capital Outlay/Reimburse City/Developer	Total Outflow	Net Cashflow	Cumulative Cash Position
2017	$ -	$ -	$ -	$ -	$ 18,160	$ 3,900,000	$ 3,918,160	$ 25,115	$ 600	$ 25,715	$ 3,892,445	$ 3,892,445
2018	-	-	-	-	48,577	-	48,577	212,000	2,652,167	2,864,167	(2,815,590)	1,076,855
2019	6,116,448	15,134	17,441	32,575	26,818	-	59,393	290,000	67,646	357,646	(298,253)	778,602
2020	19,748,471	52,666	53,481	106,147	12,342	-	118,489	285,934	-	285,934	(167,445)	611,157
2021	26,605,424	67,359	64,970	132,329	3,715	-	136,044	289,000	250,000	539,000	(402,956)	208,201
2022	30,833,419	70,665	67,645	138,309	4,726	-	143,035	289,000	-	289,000	(145,965)	62,236
2023	40,358,693	80,321	76,789	157,109	2,455	-	159,564	289,200	-	289,200	(129,636)	(67,400)
2024	41,250,702	81,894	73,989	155,883	-	-	155,883	289,000	-	289,000	(133,117)	(200,517)
2025	46,285,193	103,045	86,355	189,400	-	-	189,400	289,000	1,500	290,500	(101,100)	(301,617)
2026	47,155,088	91,401	88,082	179,483	-	-	179,483	288,196	-	288,196	(108,713)	(410,330)
2027	50,219,227	97,340	93,805	191,145	-	-	191,145	288,411	-	288,411	(97,266)	(507,596)
2028	60,592,778	117,447	113,182	230,629	-	-	230,629	289,057	-	289,057	(58,428)	(566,023)
2029	93,215,192	180,679	174,119	354,798	-	-	354,798	288,282	-	288,282	66,516	(499,507)
2030	101,912,573	197,537	190,365	387,902	-	-	387,902	288,282	-	288,282	99,620	(399,888)
2031	108,262,161	209,845	202,225	412,070	-	-	412,070	288,088	-	288,088	123,982	(275,906)
2032	119,697,509	232,010	223,585	455,595	-	-	455,595	288,492	-	288,492	167,103	(108,803)
2033	146,614,193	284,182	273,864	558,046	-	-	558,046	288,365	120,000	408,365	149,681	40,878
2034	155,645,878	301,688	290,734	592,422	1,800	-	594,222	288,766	300,000	588,766	5,456	46,334
2035	165,219,465	320,245	308,617	628,862	2,100	-	630,962	288,877	300,000	588,877	42,085	88,419
2036	175,367,466	339,915	327,572	667,487	4,000	-	671,487	288,371	400,000	688,371	(16,883)	71,535
2037	193,624,348	375,302	361,675	736,977	3,200	-	740,177	288,640	400,000	688,640	51,537	123,072
2038	216,276,643	419,209	-	419,209	5,500	-	424,709	-	400,000	400,000	24,709	147,781
2039	229,488,075	444,817	-	444,817	6,700	-	451,517	-	500,000	500,000	(48,483)	99,298
2040	243,492,193	471,961	-	471,961	4,500	-	476,461	-	500,000	500,000	(23,539)	75,759
2041	258,336,559	500,734	-	500,734	3,400	-	504,134	-	500,000	500,000	4,134	79,893
2042	274,071,586	531,233	-	531,233	3,600	-	534,833	-	500,000	500,000	34,833	114,726
2043	290,750,715	563,562	-	563,562	5,200	-	568,762	-	600,000	600,000	(31,238)	83,488
2044	308,430,592	597,831	-	597,831	3,800	-	601,631	-	600,000	600,000	1,631	85,119
2045	327,171,261	634,156	-	634,156	3,800	-	637,956	-	600,000	600,000	37,956	123,075
2046	347,036,370	672,661	-	672,661	5,500	-	678,161	-	600,000	600,000	78,161	201,236
2047	368,093,386	713,475	-	713,475	9,100	-	722,575	-	800,000	800,000	(77,425)	123,811
2048	390,413,823	756,739	-	756,739	5,600	-	762,339	-	800,000	800,000	(37,661)	86,150
2049	414,073,486	802,599	-	802,599	3,900	-	806,499	-	800,000	800,000	6,499	92,649
2050	439,152,729	851,210	-	851,210	4,200	-	855,410	-	850,000	850,000	5,410	98,058
2051	465,736,727	902,737	-	902,737	4,400	-	907,137	-	900,000	900,000	7,137	105,196
2052	493,915,764	957,357	-	957,357	4,700	-	962,057	-	900,000	900,000	62,057	167,253
2053	523,785,544	1,015,254	-	1,015,254	7,500	-	1,022,754	-	900,000	900,000	122,754	290,006
2054	555,447,510	1,076,624	-	1,076,624	13,100	-	1,089,724	-	1,200,000	1,200,000	(110,276)	179,730
2055	589,009,195	1,141,677	-	1,141,677	8,100	-	1,149,777	-	1,329,507	1,329,507	(179,730)	(0)
		$ 16,272,509	$ 3,088,494	$ 19,361,003	$ 230,492	$ 3,900,000	$ 23,491,494	$ 5,720,075	$ 17,771,419	$ 23,491,495		

City of Sherman
Tax Increment Reinvestment Zone #5
FEASIBILITY STUDY - EXPANSION
Exhibit J

Fiscal Year	Captured Value - Enlarged Zone	Taxes On Captured Value	Interest Income	Total Inflow	Reimburse City	Reimburse Developer	Total Outflow	Net Cashflow	Cumulative Cash Position
2025	-	-	-	-	-	-	-	-	-
2026	1,262,186	1,631	-	1,631	-	-	-	1,631	1,631
2027	2,950,186	3,812	65	3,877	-	-	-	3,877	5,508
2028	4,739,465	6,124	220	6,345	-	-	-	6,345	11,853
2029	6,636,102	8,575	474	9,049	-	-	-	9,049	20,902
2030	8,646,536	11,173	836	12,009	-	-	-	12,009	32,912
2031	43,278,867	55,925	1,316	57,241	-	-	-	57,241	90,153
2032	59,331,870	76,669	3,606	80,275	-	-	-	80,275	170,428
2033	74,740,335	96,579	6,817	103,397	-	-	-	103,397	273,824
2034	93,011,031	120,189	10,953	131,142	-	-	-	131,142	404,966
2035	112,316,869	145,136	16,199	161,335	-	-	-	161,335	566,301
2036	123,828,650	160,011	22,652	182,663	-	-	-	182,663	748,964
2037	138,431,137	178,881	29,959	208,839	-	-	-	208,839	957,803
2038	151,948,274	196,348	38,312	234,660	-	-	-	234,660	1,192,463
2039	189,906,658	245,397	47,699	293,096	-	-	-	293,096	1,485,559
2040	205,639,826	265,728	59,422	325,150	-	-	-	325,150	1,810,709
2041	259,218,184	334,962	72,428	407,390	-	-	-	407,390	2,218,099
2042	276,383,544	357,143	88,724	445,867	-	-	-	445,867	2,663,966
2043	294,578,825	380,655	106,559	487,213	-	-	-	487,213	3,151,179
2044	313,865,823	405,577	126,047	531,625	-	-	-	531,625	3,682,804
2045	334,310,041	431,995	147,312	579,308	-	-	-	579,308	4,262,112
2046	355,980,912	459,999	170,484	630,483	-	-	-	630,483	4,892,595
2047	378,952,035	489,682	195,704	685,386	-	-	-	685,386	5,577,980
2048	403,301,425	521,146	223,119	744,265	-	-	-	744,265	6,322,245
2049	429,111,779	554,498	252,890	807,388	-	-	-	807,388	7,129,634
2050	456,470,754	589,852	285,185	875,037	-	-	-	875,037	8,004,670
2051	485,471,268	627,326	320,187	947,513	-	-	-	947,513	8,952,183
2052	516,211,813	667,049	358,087	1,025,136	-	-	-	1,025,136	9,977,319
2053	548,796,790	709,155	399,093	1,108,248	-	-	-	1,108,248	11,085,567
2054	583,336,866	753,788	443,423	1,197,211	-	-	-	1,197,211	12,282,778
2055	619,949,346	801,099	491,311	1,292,410	-	-	-	1,292,410	13,575,188
		$ 9,656,103	$ 3,919,084	$ 13,575,188	$ -	$ -	$ -		

City of Sherman
Tax Increment Reinvestment Zone #5
PROJECT REVENUE - ORIGINAL ZONE
Exhibit K

Fiscal Year	Captured Value - Original Zone	Taxes On Captured Value	Interest Income
2017	$ -	$ -	$ 18,160
2018	-	-	48,577
2019	6,116,448	32,575	26,818
2020	19,748,471	106,147	12,342
2021	26,605,424	132,329	3,715
2022	30,833,419	138,309	4,726
2023	40,358,693	157,109	2,455
2024	41,250,702	155,883	-
2025	46,285,193	189,400	-
2026	47,155,088	179,483	-
2027	50,219,227	191,145	-
2028	60,592,778	230,629	-
2029	93,215,192	354,798	-
2030	101,912,573	387,902	-
2031	108,262,161	412,070	-
2032	119,697,509	455,595	-
2033	146,614,193	558,046	-
2034	155,645,878	592,422	1,800
2035	165,219,465	628,862	2,100
2036	175,367,466	667,487	4,000
2037	193,624,348	736,977	3,200
2038	216,276,643	419,209	5,500
2039	229,488,075	444,817	6,700
2040	243,492,193	471,961	4,500
2041	258,336,559	500,734	3,400
2042	274,071,586	531,233	3,600
2043	290,750,715	563,562	5,200
2044	308,430,592	597,831	3,800
2045	327,171,261	634,156	3,800
2046	347,036,370	672,661	5,500
2047	368,093,386	713,475	9,100
2048	390,413,823	756,739	5,600
2049	414,073,486	802,599	3,900
2050	439,152,729	851,210	4,200
2051	465,736,727	902,737	4,400
2052	493,915,764	957,357	4,700
2053	523,785,544	1,015,254	7,500
2054	555,447,510	1,076,624	13,100
2055	589,009,195	1,141,677	8,100
		$ 19,361,003	$ 230,492

City of Sherman
Tax Increment Reinvestment Zone #5
PROJECT REVENUE - EXPANSION
Exhibit K

Fiscal Year	Captured Value - Enlarged Zone	Taxes On Captured Value	Interest Income
2025	$ -	$ -	$ -
2026	1,262,186	1,631	-
2027	2,950,186	3,812	65
2028	4,739,465	6,124	220
2029	6,636,102	8,575	474
2030	8,646,536	11,173	836
2031	43,278,867	55,925	1,316
2032	59,331,870	76,669	3,606
2033	74,740,335	96,579	6,817
2034	93,011,031	120,189	10,953
2035	112,316,869	145,136	16,199
2036	123,828,650	160,011	22,652
2037	138,431,137	178,881	29,959
2038	151,948,274	196,348	38,312
2039	189,906,658	245,397	47,699
2040	205,639,826	265,728	59,422
2041	259,218,184	334,962	72,428
2042	276,383,544	357,143	88,724
2043	294,578,825	380,655	106,559
2044	313,865,823	405,577	126,047
2045	334,310,041	431,995	147,312
2046	355,980,912	459,999	170,484
2047	378,952,035	489,682	195,704
2048	403,301,425	521,146	223,119
2049	429,111,779	554,498	252,890
2050	456,470,754	589,852	285,185
2051	485,471,268	627,326	320,187
2052	516,211,813	667,049	358,087
2053	548,796,790	709,155	399,093
2054	583,336,866	753,788	443,423
2055	619,949,346	801,099	491,311
		$ 9,656,103	$ 3,919,084

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting Agenda Item No. F.3.

Meeting Date: 10/6/2025

Prepared By: Loren Siems, Right of Way Specialist

Approved By: Zachary Flores, Acting City Manager

Caption:
Introduction and Public Hearing of Ordinance No. 6875
Abandoning a 35' Utility Easement dedicated via Volume 2569, Page 521 of the Grayson County property records

Issue:
To consider the abandonment of a 35' Utility Easement recorded under Volume 2569, Page 521 of the Grayson County property records

Background:
The easement, which is filed of record as Volume 2569, Page 521 of the Grayson County property records, is not being utilized and no longer deemed necessary.

Capital Improvement Program:
none

Origination:
City of Sherman

Financial Consideration:
none

Staff Recommendation:
Staff recommends the approval of the Utility Easement abandonment

Alternatives:
As may be directed by City Council

Attachments:
1. Ordinance No. 6875
2. Location map

ORDINANCE NO. 6874

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, ABANDONING A 35′ UTILITY EASEMENT LOCATED IN THE CITY OF SHERMAN, GRAYSON COUNTY, TEXAS, BEING MORE PARTICULARLY DESCRIBED IN EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF FOR ALL PURPOSES, WHICH EASEMENT IS ESTABLISHED IN VOLUME 2569, PAGE 521 OF THE DEED RECORDS OF GRAYSON COUNTY, TEXAS; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

WHEREAS, the City of Sherman, Texas seeks to abandon a 35′ Utility Easement, as described herein; and

WHEREAS, the Easement was established in Volume 2569, Page 521 of the Deed Records of Grayson County, Texas; and

WHEREAS, the City Council has held a public hearing on the proposed abandonment; and

WHEREAS, the City Council has investigated and determined that the easement is no longer needed; and

WHEREAS, the City Council finds that it is in the best interest of the City and its citizens to abandon the City′s rights and interest in the easement, and that such action will benefit the public generally.

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

SECTION 1. That the Utility Easement described on the Exhibit "A" attached hereto and made a part hereof for all purposes, is hereby abandoned.

SECTION 2. That it is the intent of the City Council that the City′s rights and interests in such easement is hereby vacated.

SECTION 3. All presently existing water and wastewater lines and facilities, electric transmission and distribution lines and facilities, gas lines and facilities, communications lines and facilities and any other utility lines and facilities, if any, that are located in the easement being abandoned herein may remain in place despite this Ordinance and may continue to be used, repaired, enlarged and maintained in the ordinary course of business. Any person wanting removal of any existing utility line or facility must negotiate separately with the pertinent utility. Any person building in the subject easement without first reaching an agreement with a utility having lines or facilities in the subject easement does so at his own risk. After the date of this Ordinance, no utility may add new lines or facilities in the subject easement based on a claim that the subject easement is a public easement or right-of-way. The abandonment approved by this Ordinance does not relinquish any right arising other than from the plat or other instrument creating the public easement, nor does this Ordinance create new rights.

SECTION 4. That the City Clerk is hereby directed to file and record this Ordinance after its adoption in the Official Public Records of Grayson County, Texas.

SECTION 5. That it is hereby officially found and determined that the meetings at which this ordinance was introduced and passed were open to the public and that public notice of the time, place, and purpose of said meetings were given all as required by law.

SECTION 6. All provisions of any ordinance in conflict with this Ordinance are hereby repealed to the extent they are in conflict. Any remaining portions of said ordinances shall remain in full force and effect.

SECTION 7. Should any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional and/or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. The City Council hereby declares that it would have passed this Ordinance, and each section, subsection, clause or phrase thereof, regardless of whether any one or more sections, subsections, sentences, clauses or phrases is declared unconstitutional and/or invalid.

SECTION 8. This Ordinance shall become effective immediately upon its passage and adoption.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS.

INTRODUCED on this the 6th day of October 2025.

ADOPTED on this the 6th day of October 2025.

EFFECTIVE DATE on this the 6th day of October 2025.

CITY OF SHERMAN, TEXAS

BY: _____
SHAWN TEAMANN, MAYOR

ATTEST:

BY: _____
TERI FINE, CITY CLERK

APPROVED AS TO FORM:
THE LAW FIRM OF ABERNATHY,
ROEDER, BOYD & HULLETT, P.C.

BY: _____
RYAN D. PITTMAN, CITY ATTORNEY

F. Bacon Survey
(Evergreen Water)
001549

0025699

0052121

UTILITY EASEMENT

THE STATE OF TEXAS §
§ **KNOW ALL MEN BY THESE PRESENTS:**
COUNTY OF GRAYSON §

That **CHARLES HUTCHERSON**, hereinafter called *"Grantor"*, of the County of Grayson, State of Texas, for and in consideration of the sum of ONE DOLLAR AND NO CENTS ($1.00), and other good and valuable consideration to his cash in hand paid by the **CITY OF SHERMAN, TEXAS**, a municipal corporation of the State of Texas, hereinafter called *"Grantee"*, the receipt of which is hereby acknowledged and confessed, and the further benefits to be derived by the remaining property as a result of water improvements, has granted, sold and conveyed, and by these presents does **GRANT, SELL, and CONVEY** unto the said City of Sherman, Grayson County, Texas, an easement for all water purposes over, through, and across all that certain lot, tract, or parcel of land situated in the County of Grayson, State of Texas, and described as follows, to-wit:

BEING a part of the F. BACON SURVEY, Abstract No. 120, and the J. B. MCANAIR SURVEY, Abstract No. 763, being a 35 foot wide utility easement over and across a portion of a 6.85 acre tract of land conveyed by American Bank of Texas to Charles Hutcherson by deed dated March 31, 1994, recorded in Volume 2327, Page 526, Real Property Records, Grayson County, Texas, and being more particularly described as follows, to-wit:

BEGINNING at the intersection of the center of a public road known as Lamberth Road with the center of a public road running South known as Little Lane, the Northeast corner of said 6.85 acre tract;

THENCE South, with the center of said Little Lane, the East line of said 6.85 acre tract, a distance of 35.73 feet to the Southeast corner of the herein described easement;

THENCE South 78 deg. 23 min. 32 sec. West, 35 feet South of and parallel with the North line of said 6.85 acre tract, a distance of 624.22 feet to the Southwest corner of the herein described easement on the West line of said 6.85 acre tract;

THENCE North 02 deg. 55 min. 04 sec. East, with the West line of said 6.85 acre tract, a distance of 36.16 feet to the Northwest corner of said 6.85 acre tract in the center of said Lamberth Road;

THENCE North 78 deg. 23 min. 32 sec. East, with the center of said Lamberth Road, the North line of said 6.85 acre tract, a distance of 622.34 feet to the **PLACE OF BEGINNING**, and containing 21,817 square feet of land, more or less.

As further consideration for the easement herein granted, Grantee shall allow Grantor, his heirs, successors and assigns, the right to water taps without assessment of the City pro-rata charges for this tract.

Grantee shall restore the surface of the easement area to the same or better condition that existed prior to the installation of the water improvements.

TO HAVE AND TO HOLD THE SAME, together with all and singular, the rights and appurtenances thereto in anywise belonging to the said City of Sherman, its successors and assigns forever, and Grantor does hereby bind himself, his heirs, successors and assigns, to Warrant and Forever Defend, all and singular, the said easement unto the said City of Sherman, its successors and assigns, against every person whomsoever lawfully claiming, or to claim the same, or any part thereof.

This instrument shall be construed as conveying an easement to the City of Sherman for all water purposes, and fee title is reserved by Grantor, his heirs, successors and assigns, subject to such easement. The payment of the purchase price of said easement shall be considered full compensation for the land taken and for any damages that may be claimed or asserted by virtue of the use of said easement by the City of Sherman for the purposes herein granted.

IN WITNESS THEREOF on this the 4th day of April, 1997.

Charles Hutcherson

CHARLES HUTCHERSON

0015490

0255690 00523

THE STATE OF TEXAS §
COUNTY OF GRAYSON §

BEFORE ME, the undersigned authority, on this day personally appeared **CHARLES HUTCHERSON**, 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 purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 4th day of April, 1997.

VICKIE L. STARNER
MY COMMISSION EXPIRES
July 31, 1997

Vickie L. Starner
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

Utility Easement Abandonment

N
W E
S

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting Agenda Item No. F.4.

Meeting Date: 10/6/2025

Prepared By: Billy Hartsfield, Fire Chief

Approved By: Zachary Flores, Acting City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6876

Amending Chapter 9 Of The Code Of Ordinances, Entitled "Personnel", Article 9.05, Entitled "Civil Service Of Firefighters And Police Officers", At Section 9.05.026, Entitled, "Authorized Number Of Positions", To Revise The Number Of Authorized Positions In The Fire Department; Providing For Inclusion In The Code Of Ordinances; Providing For Severability; Providing For A Repealer

Issue:

Amending the number of allocated positions for each job title in the fire department in order of ranking.

Background:

Increasing Battalion Chief by one FTE and reducing Firefighter count by one. No new FTEs requested.

Capital Improvement Program:

N/A

Origination:

Human Resources
Fire Department

Financial Consideration:

The cost of the increased salary will be absorbed through attrition.

Staff Recommendation:

Staff recommends approval.

Alternatives:

As directed by Council.

Attachments:

1. Ordinance No. 6876

ORDINANCE NO. 6876

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING CHAPTER 9 OF THE CODE OF ORDINANCES, ENTITLED "PERSONNEL", ARTICLE 9.05, ENTITLED "CIVIL SERVICE FOR FIREFIGHTERS AND POLICE OFFICERS", AT SECTION 9.05.026, ENTITLED "AUTHORIZED NUMBER OF POSITIONS", TO REVISE THE NUMBER OF AUTHORIZED POSITIONS IN THE FIRE DEPARTMENT; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR A REPEALER; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

BE IT ORDERED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS:

SECTION 1. That Chapter 9, Article 9.05 of the Code of Ordinances of the City of Sherman, be and is hereby amended at Section 9.05.026 so that such section shall read as follows[1]:

Sec. 9.05.026 Authorized number of positions

The number of allocated positions for each job title in the fire and police departments are set forth below in order of ranking:

(1) Fire department

Title	No. Positions
Firefighter	~~54~~ *53*
Engineer	15
Captain	17
Battalion Chief	~~5~~ *6*
Deputy Chief	2
Fire Chief	1

(a) Active staffing in the "engineer" position greater than the number allocated shall be considered overstaffed and said position shall not be filled upon the occurrence of vacancy due to promotion, demotion, attrition, termination, retirement, or any other reason.

[1] Additions are *italicized*; deletions are evidenced by ~~strikethrough~~.

(b) Staffing in the "firefighter" position shall be increased with each occurrence of the number of active "engineer" positions being eliminated until the total number of "engineer" positions meets the number of allocated positions set forth in subsection (1) above.

(c) Once the number of active "engineer" positions is reduced to meet the number of allocated positions set forth in subsection (1) above. The number of active "firefighter" positions shall be increased to meet the number of allocated positions set forth in subsection (1) above.

(2) Police department

Title	No. Positions
Patrolman	60
Sergeant	14
Lieutenant	5
Assistant Chief-Appointed	2
Chief	1

SECTION 2. That it is the intention of the City Council of the City of Sherman, Texas, that the provisions of this ordinance shall become part of the Code of Ordinances of the City of Sherman, Texas, and that sections of this ordinance may be renumbered or re-lettered to accomplish such intention.

SECTION 3. That the provisions of this ordinance are severable and the invalidity of any word, phrase or part of this ordinance shall not affect the validity or effectiveness of the remainder of the ordinance.

SECTION 4. That all ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

SECTION 5. That it is hereby officially found and determined that the meeting at which this ordinance is passed is open to the public and that public notice of the time, place, and purpose of said meeting was given all as required by law.

INTRODUCED this the 6th day of October 2025.

ADOPTED on this the 6th day of October 2025.

EFFECTIVE DATE on this the 6th day of October 2025.

CITY OF SHERMAN, TEXAS

BY: _____
SHAWN TEAMANN, MAYOR

ATTEST:

BY: _____
TERI FINE, CITY CLERK

APPROVED AS TO FORM:
THE LAW FIRM OF ABERNATHY,
ROEDER, BOYD & HULLETT, P.C.

BY: _____
RYAN D. PITTMAN, CITY ATTORNEY

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting Agenda Item No. G.1.

Meeting Date: 10/6/2025

Prepared By:

Approved By:

Caption:
Close Public Hearing
Consider Adoption of Ordinances 6873, 6874, 6875 & 6876

Issue:

F. 1. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6873
Extending the term of Sherman Tax Increment Reinvestment Zone Number Five, City of Sherman, Texas, Established Pursuant to Chapter 311 of the Texas Tax Code; Providing a Repealing Clause, Severability Clause and an Effective Date

F. 2. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6874
Approving an Amended Project and Financing Plan for the Sherman Tax Increment Reinvestment Zone Number Five, City of Sherman, Texas, Established Pursuant to Chapter 311 of the Texas Tax Code; Providing a Repealer Clause, Severability Clause and an Effective Date

F. 3. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6875
Abandoning a 35' Utility Easement dedicated via Volume 2569, Page 521 of the Grayson County property records

F.4. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6876
Amending Chapter 9 Of The Code Of Ordinances, Entitled "Personnel", Article 9.05, Entitled "Civil Service Of Firefighters And Police Officers", At Section 9.05.026, Entitled, "Authorized Number Of Positions", To Revise The Number Of Authorized Positions In The Fire Department; Providing For Inclusion In The Code Of Ordinances; Providing For Severability; Providing For A Repealer

Background:

Capital Improvement Program:

Origination:

Financial Consideration:

Staff Recommendation:

Alternatives:

Attachments:
None

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting Agenda Item No. H.1.

Meeting Date: 10/6/2025

Prepared By: Teri Fine, Assistant to the City Manager

Approved By: Zachary Flores, Acting City Manager

Caption:
RESOLUTION NO. 7577
Confirming the Appointment of the Director of Human Resources

Issue:
To consider confirming the employment of the Director of Human Resources

Background:
The previous HR Director was promoted to Executive Director of Administration in April 2025. The HR Director position has remained vacant since then. Cathy Perkins has been serving as the HR Manager and is ready to fill the role of Director.

Confirmation by City Council of the City Manager's appointment of a Director position is required by the City's Charter.

Capital Improvement Program:

Origination:
City Manager Zachary Flores

Financial Consideration:
This position is budgeted

Staff Recommendation:
The City Manager recommends that the Council approve this resolution confirming the appointment of Cathy Perkins as Director of Human Resource Managment

Alternatives:
None Recommended

Attachments:
1. Resolution No. 7577

RESOLUTION NO. 7577

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, CONFIRMING THE APPOINTMENT OF THE DIRECTOR OF HUMAN RESOURCE MANAGEMENT; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

WHEREAS, the City Manager of the City of Sherman has offered the position of Director of Human Resource Management to Mrs. Cathy Perkins, which Mrs. Perkins has accepted; and

WHEREAS, Chapter 143 of the Local Government Code and Article IV, Section 2(d) of the Sherman City Charter require such appointment to be confirmed by the City Council;

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

SECTION 1. That Mrs. Cathy Perkins is hereby confirmed as the Director of Human Resource Manager.

SECTION 2. That it is hereby officially found and determined that the meeting at which this resolution is passed is open to the public and that public notice of the time, place, and purpose of said meeting was given as required by law.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS on the 6th day of October 2025.

CITY OF SHERMAN, TEXAS

BY: _____
SHAWN TEAMAN, MAYOR

ATTEST:

BY: _____
TERI FINE, CITY CLERK

APPROVED AS TO FORM AND CONTENT:
THE LAW FIRM OF ABERNATHY, ROEDER, BOYD & HULLETT, P.C.

BY: _____
RYAN D. PITTMAN, CITY ATTORNEY

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting Agenda Item No. H.2.

Meeting Date: 10/6/2025

Prepared By: Teri Fine, Assistant to the City Manager

Approved By: Zachary Flores, Acting City Manager

Caption:
RESOLUTION NO. 7578
Confirming the Appointment of the City Clerk

Issue:
To consider confirming the employment of the City Clerk

Background:
The previous City Clerk Retired in April 2025. The City Clerk position has remained vacant since then. Teri Fine has been serving as the Assistant to the City Manager and has accepted the offer of City Clerk

Confirmation by City Council of the City Manager's appointment of a Director position is required by the City's Charter.

Capital Improvement Program:

Origination:
City Manager Zachary Flores

Financial Consideration:
This position is budgeted

Staff Recommendation:
The City Manager recommends that the Council approve this resolution confirming the appointment of Teri Fine as City Clerk.

Alternatives:
None Recommended

Attachments:
1. Resolution No. 7578

RESOLUTION NO. 7578

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, CONFIRMING THE APPOINTMENT OF THE CITY CLERK; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

WHEREAS, the City Manager of the City of Sherman has offered the position of City Clerk to Mrs. Teri Fine, which Mrs. Fine has accepted; and

WHEREAS, Chapter 143 of the Local Government Code and Article IV, Section 2(d) of the Sherman City Charter require such appointment to be confirmed by the City Council;

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

SECTION 1. That Mrs. Teri Fine is hereby confirmed as the City Clerk.

SECTION 2. That it is hereby officially found and determined that the meeting at which this resolution is passed is open to the public and that public notice of the time, place, and purpose of said meeting was given as required by law.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS on the 6th day of October 2025.

CITY OF SHERMAN, TEXAS

BY: _____
SHAWN TEAMAN, MAYOR

ATTEST:

BY: _____
LEAH ROBERTS,
EXEC. DIR OF ADMINISTRATION,
ACTING CITY CLERK

APPROVED AS TO FORM
AND CONTENT:
THE LAW FIRM OF ABERNATHY, ROEDER, BOYD & HULLETT, P.C.

BY: _____
RYAN D. PITTMAN, CITY ATTORNEY

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting Agenda Item No. H.3.

Meeting Date: 10/6/2025

Prepared By: Jacob Pannell, Senior Civil Engineer

Approved By: Zachary Flores, Acting City Manager

Caption:
RESOLUTION NO.
Authorizing Execution of a Professional Services Agreement with Dunaway Associates, LLC for the SE Zone Interconnectivity Improvements

Issue:
To consider a Professional Services Agreement with Dunaway Associates, LLC for the engineering design of the SE Zone Interconnectivity Improvements project.

Background:
The groundwater zone is served by two elevated storage tanks with one on each side of US75 / Texoma Parkway. Due to limited system interconnectivity across these highways, these two tanks have had a challenge maintaining stable levels between them. This is both challenging for operations as well as a system inefficiency, as one tank short fills and the other tank short empties, both of which result in not utilizing the full available volume of the tanks.

This project is for the design of two additional interconnections across US75 / Texoma Parkway to stabilize the levels between the tanks as outlined in CIP projects #7 and #8 in the Water Master Plan.

Capital Improvement Program:
These Capital Improvements are planned to be constructed in FY2026.

Origination:
Engineering Department

Financial Consideration:
Funding needed for this agreement is $130,500 and will be funded through the Utility Improvement Fund.

Staff Recommendation:
It is recommended that this professional services agreement with Dunaway Associates, LLC be approved.

Alternatives:
As may be directed by City Council.

Attachments:
1. Resolution No. 7579

2. 25-0909_Professional Services Agreement Form-CIP_7and8
3. Exhibit

RESOLUTION NO. 7579

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH DUNAWAY ASSOCIATES, LLC FOR THE SE ZONE INTERCONNECTIVITY IMPROVEMENTS; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS:

SECTION 1. That the City Manager be and is hereby authorized and directed, subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to execute a Professional Services Agreement with Dunaway Associates, LLC for the SE Zone Interconnectivity Improvements, in accordance with all contract documents attached hereto and made a part hereof for all purposes.

SECTION 2. That it is hereby officially found and determined that the meeting at which this resolution is passed is open to the public and that public notice of the time, place, and purpose of said meeting was given as required by law.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS on this the 6th day of October 2025.

CITY OF SHERMAN, TEXAS

ATTEST:

BY: _____ **BY:** _____
TERI FINE, CITY CLERK **SHAWN TEAMANN, MAYOR**

APPROVED AS TO
FORM AND CONTENT:
THE LAW FIRM OF ABERNATHY,
ROEDER, BOYD & HULLETT, P.C.

BY: _____
NAME: _____
CITY ATTORNEY

AGREEMENT

BETWEEN

THE CITY OF SHERMAN, TEXAS AND

Dunaway Associates, LLC

FOR

PROFESSIONAL SERVICES

Made as of the_____day of_____, 2025:

Between City: **The City of Sherman, Texas**
220 W. Mulberry Street
Sherman, Texas 75090
Telephone: (903) 892-7208

and Consultant: **Dunaway Associates, LLC**
3030 Lyndon B Johnson Fwy, Suite 600
Dallas, Texas 75234 Telephone: (214) 234-9022

for the following Project: **SE Zone Interconnectivity Improvements**
CIP Project 1574-U

THIS AGREEMENT ("Agreement") is made and entered into by and between the City of Sherman, Texas, a home-rule municipality ("City"), and Dunaway Associates, LLC, a Texas limited liability company ("Consultant"), to be effective from and after the date as provided above. City and Consultant are at times each referred to herein as a "party" or collectively as the "parties."

WHEREAS, City desires to engage Consultant to provide professional services for the "SE Zone Interconnectivity Improvements" project ("Project"); and

WHEREAS, Consultant desires to render such professional services ("Services") for City on the terms and conditions provided herein.

NOW, THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS:

That for and in consideration of the covenants contained herein, for the mutual benefits to be obtained hereby and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

ARTICLE 1
CONSULTANT'S SERVICES

1.1 **Employment of Consultant** – City hereby agrees to retain Consultant to perform the Services in connection with the Project. Consultant agrees to perform the Services in accordance with the terms and conditions of this Agreement. Consultant further agrees that if any employee of Consultant who is performing the day-to-day Services under this Agreement for the Project is separated, for any reason, from employment with Consultant, Consultant shall provide City with written notice thereof at least five (5) business days' prior to said separation unless circumstances reasonably warrant a shorter notice period, which shall not exceed two (2) business days following the separation.

1.2 **Scope of Services** – The parties agree that Consultant shall perform the Services as are set forth and described in **Exhibit A**, attached hereto and incorporated herein by reference for all purposes ("Scope of Services"). The parties understand and agree that deviations or modifications to the Scope of Services described in **Exhibit A**, in the form of a written amendment to this Agreement, may be authorized from time to time by City ("Amendment").

1.2.1 **Requirement of Written Amendment** – "Extra" work, "claims" invoiced as "extra" work or "claims" which have not been issued as a duly executed, written Amendment by the Sherman Director of Engineering or designee will not be authorized for payment and/or shall not become part of this Agreement. A duly executed, written Amendment requiring additional funding of $50,000 or more of the original contract amount shall be preceded by the Sherman City Council's authorization for the Sherman City Manager to execute said Amendment.

1.2.2 **CONSULTANT SHALL NOT PERFORM ANY "EXTRA" WORK AND/OR ADDITIONAL SERVICES WITHOUT A DULY EXECUTED, WRITTEN AMENDMENT ISSUED BY THE CITY**.

1.3 **Schedule of Work** – Consultant agrees to commence work immediately on the execution of this Agreement, and to proceed diligently with said work to completion as described in the Project Engineering Budget Summary, attached hereto as **Exhibit B** and incorporated herein by reference for all purposes.

1.4 **Standard of Care** – Consultant shall perform the Services required hereunder in accordance with the prevailing engineering standard of care by exercising the skill and care ordinarily utilized by engineers performing the same or similar services under the same or similar circumstances in the State of Texas.

ARTICLE 2
CITY'S RESPONSIBILITIES

City shall do the following in a timely manner so as not to delay the Services of Consultant:

2.1 **Project Data** – City shall furnish required information that is reasonably requested by Consultant and that City has in its possession at the time of Consultant's request, as expeditiously as necessary for the orderly progress of the Project, and Consultant shall be entitled to rely upon the accuracy and completeness of the information furnished by City under this Article 2.1.

2.2 **City Project Manager** – When necessary in City's sole discretion, City shall designate a representative authorized to act on City's behalf with respect to the Project ("Project Manager"). City, the Project Manager and/or his or her authorized designee shall examine the documents submitted by Consultant and shall render any required decisions pertaining thereto as soon as practicable to avoid unreasonable delay in the progress of Consultant's Services.

ARTICLE 3
CONSULTANT'S COMPENSATION

3.1 **Compensation for Consultant's Services** – As described in "Article 1, Consultant's Services" of this Agreement, compensation for this Project shall be: (a) for Basic Services, on a Lump Sum basis in an amount not to exceed **One-hundred and four Thousand Dollars ($104,500)**; and (b) for Special Services, in an amount not to exceed Twenty-six **Thousand Dollars ($26,000.00)** (collectively, "Consultant's Fee"); and (c) paid in accordance with this Article 3 and the Project Engineering Budget Summary as set forth in **Exhibit B1 through B3**.

3.3.1 **Completion of Record Documents** – City and Consultant agree that the completion of Record Documents and/or "As-Built" Documents, including hard copy formatting and electronic formatting, shall be completed, submitted to, and accepted by City prior to payment. 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." The electronic formatting shall be consistent with the standards established in **Exhibit C**, Guidelines for Computer Aided Design and Drafting ("CADD"), which is attached hereto and incorporated herein by reference for all purposes.

3.3.2 **Disputes between City and Construction Contractor** – If the Project involves Consultant performing Construction Administration Services relating to an agreement between a Construction Contractor ("Contractor") and City, and on receipt of a written request by City, Consultant shall research previous and existing conditions of the Project, and make a determination whether or not to certify that sufficient cause exists for City to

declare Contractor in default of the terms and conditions of the Agreement. Consultant shall submit his findings in writing to City, 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 City. City and Consultant agree that if requested by City, 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.

3.3.3 **Consultation and Approval by Governmental Authorities and Franchised Utilities** – Consultant shall be solely responsible for identifying and analyzing the requirements of governmental agencies and all franchise utilities involved with the Project, and for consulting with such agencies and utilities to obtain all necessary approvals and/or permissions. Consultant shall be responsible for preparation and timely submittal of documents required for review, approval and/or recording by such agencies and/or utilities. Consultant shall be solely responsible for making such changes in the construction documents ("Construction Documents") as may be required by existing written standards promulgated by such agencies and/or utilities at no additional charge to City.

3.2 **Direct Expenses** – Direct Expenses ("Direct Expenses") are included in Consultant's Fee as described in Article 3.1 of this Agreement and include actual reasonable and necessary expenditures made by Consultant and 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 Project Engineering Budget Summary set forth in **Exhibit B**, and consistent with **Exhibit D**, Guidelines for Direct Expenses; General and Administrative Markup; Travel and Subsistence Expenses, which is attached hereto and incorporated herein by reference for all purposes. Consultant shall be solely responsible for the auditing and accuracy of all Direct Expenses, including those of its subcontractors, prior to submitting to City for reimbursement. Any over-payment by City for errors in submittals for reimbursement may be deducted from Consultant's subsequent payment for Services; provided, however, that this shall not be City's sole and exclusive remedy for said over-payment.

3.2 **Additional Services** – Consultant shall provide the Services as described in the Scope of Services set forth in **Exhibit A** of this Agreement. If authorized in writing by City, Consultant shall provide additional services, to be compensated as provided in an Amendment to the Contract on a cost not to exceed sum or hourly basis in accordance with this paragraph ("Additional Services") and a mutually agreed estimate of man-hours and expenses. 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**.

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 City shall be in addition to Consultant's Fee and shall be based on direct billable labor rates and expenses.

3.3.6 Compensation for Additional Services authorized by City shall be in addition to 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 and approved by City.

Hourly Billable Rates by Position

Position	Hourly Rate
See attached schedule of Rates, Exhibit B2	

3.2 **Invoices** – No payment to Consultant shall be made until Consultant tenders an invoice to City. Consultant shall submit monthly invoices for Services rendered, based upon the actual percentage of work complete at the time the invoice is prepared, or shall submit invoices to City immediately upon completion of each individual task listed in **Exhibit B**. On all submitted invoices for Services rendered, Consultant shall include appropriate background materials to support the submitted charges on said invoice. Upon request, such background material may 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 shall provide a summary methodology for administrative markup and/or overhead charges.

3.3 **Timing of Payment** – City shall make payment to Consultant for said invoices within thirty (30) days following receipt and acceptance thereof. The parties agree that payment by City to Consultant is considered to be complete upon mailing or wiring of payment by City. Furthermore, the parties agree that the payment is considered to be mailed or wired on the date that the payment is postmarked.

3.4 **Disputed Payment Procedures** – In the event of a disputed or contested billing by City, only that portion so contested may be withheld from payment, and the undisputed portion will be paid. City shall notify Consultant of a disputed invoice, or portion of an invoice, in writing by the twenty-first (21st) calendar day after the date City receives the invoice. City shall provide Consultant an opportunity to cure the basis of the dispute. If a dispute is resolved in favor of Consultant, City shall proceed to process said invoice, or the disputed portion of the invoice, within the provisions of Article 3.5 of this Agreement. If a dispute is resolved in favor of City, Consultant shall submit to City 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 City in processing payment for the remaining balance. Such revised invoice shall have a new invoice number, clearly referencing the previous submitted invoice. City agrees to exercise reasonableness in contesting any billing or portion thereof that has background materials supporting the submitted charges.

3.5 **Failure to Pay** – Failure of City to pay an invoice, for a reason other than on written notification as stated in the provisions of Article 3.6 of this Agreement, to Consultant within sixty (60) days from the date of the invoice shall grant Consultant the right, in addition to any and all other rights provided, to, upon written notice to City, 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 (10th) calendar day after written notice of suspension was provided to City, in accordance with Chapter 2251, Subchapter "D" of the TEX. GOV'T CODE. City shall not be required to pay any disputed invoice submitted by Consultant if Consultant breached any provision(s) herein.

3.6 **Adjusted Compensation** – If the Scope of the Project ("Scope of the Project") or if the Services are changed due to no error by Consultant in the performance of Services under this Agreement, the amounts of Consultant's compensation shall be equitably adjusted as approved by City in its sole discretion. Any additional amounts paid to Consultant as a result of any change to the Scope of the Project shall be authorized by written Change Order duly executed by both parties before the Services are performed.

3.7 **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 City in accordance with the provisions of this Agreement prior to suspension or abandonment. In the event of such suspension or abandonment, upon payment for all Services rendered by Consultant, Consultant shall deliver to City all finished or unfinished documents, data, studies, drawings, maps, models, reports, photographs and/or any other items prepared by Consultant in connection with this Agreement. If the Project is resumed after being suspended for more than three (3) months, Consultant's compensation shall be equitably adjusted as approved by City. Any additional

amounts paid to Consultant after the Project is resumed shall be agreed upon in writing by both parties before the services are performed

3.8 **Change of Payment.** Upon execution of the Agreement, Consultant shall provide the City with written payment instructions and all necessary forms required by the City to effectuate payments to Consultant (the "Payment Information"). Consultant shall submit the initial Payment Information to the City by phone, email, certified mail or hand delivery only. If Client receives a request to change such Payment Information, the City agrees that it will not modify or make a change to this Payment Information without oral confirmation and written or verbal confirmation, from Consultant's Controller (Kenny Allen, kallen@dunaway.com). If the City makes any change to the Payment Information without first receiving the confirmations stated herein, it shall be solely responsible for any monies lost or stolen and not paid to Consultant as required under the terms of this Agreement.

ARTICLE 4
OWNERSHIP OF DOCUMENTS

4.1 **Documents Property of City** – The Project is the property of City, 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 City's prior written consent. City 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 8 of this Agreement, Consultant will revise plans, data, documents, maps, and any other information as defined in **Exhibit A** to reflect changes while working on the Project through the date of completion of the work, as solely determined by City, or the effective date of any earlier termination of this Agreement under Article 3 and/or Article 8 of this Agreement, and promptly furnish the same to City in an acceptable electronic format. All such reproductions shall be the property of City who may use them without 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 shall be at City's own risk.

4.2 **Documents Subject to Laws Regarding Public Disclosure** – Consultant acknowledges that City 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 City. Upon completion of the Project, all of the 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) shall thereafter be subject to the Texas Public Information Act (Chapter 552, TEX.

GOV'T CODE, as amended) and any other applicable laws requiring public disclosure of the information contained in said documents.

ARTICLE 5
CONSULTANT'S INSURANCE REQUIREMENTS

5.1 **Required General Liability Insurance** – Consistent with the terms and provisions of **Exhibit E**, Contractor Insurance Guidelines, which is attached hereto and incorporated herein by reference for all purposes, Consultant shall procure and maintain throughout the term of this Agreement, at no expense to City, 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), and is 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 City, its officers, agents, representatives, and employees as additional insureds as to all applicable coverage. Such policy shall provide for a waiver of subrogation against City 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 City 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 City with certificates and required endorsement(s) evidencing such coverage prior to commencing work on the Project.

5.2 **Required Professional Liability Insurance** – Consistent with the terms and provisions of **Exhibit E**, Consultant shall procure and maintain throughout the term of this Agreement, at no expense to City, 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), and is 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 claim, and Two Million and 00/100 Dollars ($2,000,000.00) in the aggregate. Such policy shall require the provision of written notice to City 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 City with certificates and required endorsement(s) evidencing such coverage prior to commencing work on the Project.

5.3 **Required Workers Compensation Insurance** – Consistent with the terms and provisions of **Exhibit E**, Consultant shall procure and maintain throughout the term of this Agreement, at no expense to City, 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 is authorized to transact business in the State of Texas. Such policy shall require the provision of written notice to

City 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 City with certificates and required endorsement(s) evidencing such coverage prior to commencing work on the Project.

5.4 **Circumstances Requiring Umbrella Coverage or Excess Liability Coverage** – If the Project's size and scope warrant, and if identified on the checklist located in **Exhibit E**, Consultant shall procure and maintain throughout the term of this Agreement, at no expense to City, 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), and is authorized to transact business in the State of Texas, in an amount of Two Million and 00/100 Dollars ($2,000,000.00). Such policy shall require the provision of written notice to City 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 City with certificates and required endorsement(s) 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 City as indicated in Article 3.4 of this Agreement. Copies of employee time sheets, receipts for direct expense items and other records of Project expenses will be made available if requested.

ARTICLE 7
AUDITS AND RECORDS/VENDOR DISCLOSURE

Consultant agrees that at any time during normal business hours and as often as City may deem necessary, Consultant shall make available to representatives of City for examination all of its records with respect to all matters covered by this Agreement, and will permit such representatives of City 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.

Consultant agrees that it is further aware of the vendor disclosure requirements set forth in Chapter 176, TEX. LOC. GOV'T CODE, as amended, and will abide by the same. In this connection, a lawful representative of Consultant shall execute and deliver to City the Conflict of Interest Questionnaire, Form CIQ, attached hereto as **Exhibit F** and incorporated herein for all purposes, no later than the Effective Date of this Agreement.

ARTICLE 8
TERMINATION OF AGREEMENT/REMEDIES

City 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, without prejudice to any other remedy it may have. If City terminates this Agreement due to a default of and/or breach by Consultant and the expense of finishing the Project exceeds 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 of this Agreement and agrees to pay any costs over and above the fee which City is required to pay in order to finish the Project. On any default and/or breach by Consultant, City 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 Consultant's Fee due Consultant as set forth in Article 3 of this Agreement. If City 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 City in accordance with the provisions of this Agreement prior to termination.

In the event of any termination, Consultant shall deliver to City 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 agree to attempt to resolve 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. However, if both parties do not agree to voluntarily mediate any such controversy, claim or dispute, mediation shall not be required.

ARTICLE 10
INDEMNITY

CONSULTANT SHALL RELEASE, DEFEND, INDEMNIFY AND HOLD HARMLESS CITY AND ITS CITY COUNCIL MEMBERS, OFFICERS, AGENTS, REPRESENTATIVES AND EMPLOYEES (COLLECTIVELY REFERRED TO AS "CITY" FOR PURPOSES OF THIS ARTICLE 10) FROM AND AGAINST ALL DAMAGES, INJURIES (WHETHER IN CONTRACT OR IN TORT, INCLUDING PERSONAL INJURY AND DEATH), CLAIMS, PROPERTY

DAMAGES (INCLUDING LOSS OF USE), LOSSES, DEMANDS (REGARDLESS OF WHETHER THE ALLEGATIONS ARE FALSE, FRAUDULENT OR GROUNDLESS), SUITS, ACTIONS, JUDGMENTS, LIENS, COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES AND EXPENSES (INCLUDING ATTORNEY'S FEES AND EXPENSES INCURRED IN ENFORCING THIS ARTICLE 10), THAT IN WHOLE OR IN PART ARISE OUT OF OR ARE CONNECTED WITH, OR THAT ARE ALLEGED TO HAVE ARISEN OUT OF OR CONNECTED WITH, GOODS AND/OR SERVICES PROVIDED BY CONSULTANT, ITS OFFICERS, AGENTS, REPRESENTATIVES, EMPLOYEES, SUBCONTRACTORS, LICENSEES, INVITEES OR ANY OTHER THIRD PARTIES FOR WHOM CONSULTANT IS LEGALLY RESPONSIBLE (COLLECTIVELY REFERRED TO AS "CONSULTANT" FOR PURPOSES OF THIS ARTICLE 10) PURSUANT TO THIS AGREEMENT AND/OR THE NEGLIGENT, GROSSLY NEGLIGENT AND/OR INTENTIONAL WRONGFUL ACT AND/OR OMISSION OF CONSULTANT IN ITS/THEIR PERFORMANCE OF THIS AGREEMENT, REGARDLESS OF THE JOINT OR CONCURRENT NEGLIGENCE OR STRICT LIABILITY OF THE CITY (COLLECTIVELY, "CLAIMS"). THIS INDEMNIFICATION PROVISION AND THE USE OF THE TERM "CLAIMS" IS ALSO SPECIFICALLY INTENDED TO APPLY TO, BUT IS 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 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. CONSULTANT IS EXPRESSLY REQUIRED TO DEFEND CITY AGAINST ALL SUCH CLAIMS; PROVIDED, HOWEVER, THAT IF A COURT OF COMPETENT JURISDICTION SIGNS A JUDGMENT THAT BECOMES FINAL AND NON-APPEALABLE, DETERMINING THAT THE CITY (WITHOUT WAIVING ANY

GOVERNMENTAL IMMUNITY) HAS JOINT, CONCURRENT OR SOLE NEGLIGENCE FOR THE CLAIMS IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS ("JUDGMENT"), THEN CONSULTANT IS NOT REQUIRED TO INDEMNIFY OR DEFEND CITY TO THE EXTENT OF THE NEGLIGENCE APPORTIONED TO CITY FOR EACH CAUSE(S) OF ACTION IDENTIFIED IN THE JUDGMENT. IN THE EVENT THE JUDGMENT PROVIDES THAT CITY IS JOINTLY, CONCURRENTLY OR SOLELY NEGLIGENT FOR THE CLAIMS REFERRED TO THEREIN, CITY AGREES TO REIMBURSE CONSULTANT FOR ALL REASONABLE AND NECESSARY COSTS INCURRED AND PAID BY CONSULTANT THAT ARE ATTRIBUTABLE TO CITY'S PERCENTAGE OF JOINT, CONCURRENT OR SOLE NEGLIGENCE, AS SET FORTH IN THE JUDGMENT, INCLUDING REASONABLE AND NECESSARY ATTORNEY'S FEES AND EXPENSES, WITHIN SIXTY (60) DAYS OF THE DATE THE JUDGMENT BECOMES FINAL AND NON-APPEALABLE. IF THIS AGREEMENT IS A CONTRACT FOR ENGINEERING OR ARCHITECTURAL SERVICES, THEN CONSULTANT'S INDEMNITY AND DEFENSE OBLIGATIONS UNDER THIS ARTICLE 10 ARE LIMITED BY, AND TO BE READ AS COMPLYING WITH, SECTION 271.904 OF THE TEXAS LOCAL GOVERNMENT CODE.

IN ITS SOLE DISCRETION, CITY SHALL HAVE THE RIGHT TO APPROVE OR SELECT DEFENSE COUNSEL TO BE RETAINED BY CONSULTANT 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 CONSULTANT'S OBLIGATION TO DEFEND CITY OR AS A WAIVER OF CONSULTANT'S OBLIGATION TO INDEMNIFY CITY PURSUANT TO THIS AGREEMENT. CONSULTANT SHALL RETAIN CITY-APPROVED DEFENSE COUNSEL WITHIN SEVEN (7) BUSINESS DAYS OF CITY'S WRITTEN NOTICE THAT CITY IS INVOKING ITS RIGHT TO DEFENSE OR INDEMNIFICATION UNDER THIS AGREEMENT. IF CONSULTANT FAILS TO RETAIN COUNSEL WITHIN SUCH TIME PERIOD, CITY SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF, AND CONSULTANT SHALL BE LIABLE FOR ALL COSTS INCURRED BY CITY. THE RIGHTS AND OBLIGATIONS CREATED BY THIS ARTICLE SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

ARTICLE 11
NOTICES

Any notice provided or permitted to be given under this Agreement must be in writing and

may be served by depositing the same in the United States Mail, addressed to the party to be notified, postage pre-paid and registered or certified with return receipt requested; by facsimile; by electronic mail, with documentation evidencing the addressee's receipt thereof; or by delivering the same in person to such party a via hand-delivery service, 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 City, addressed to:

Jacob Pannell
Senior Civil Engineer
City of Sherman
317 S Travis St, 2nd Floor
Sherman, TX 75090
Telephone: (903) 892-7373
Email: jacobp@cityofsherman.com

With a copy to:

Abernathy, Roeder, Boyd & Hullett, P.C.
Attention: Ryan D. Pittman
1700 Redbud Blvd., Suite 300
McKinney, Texas 75069
Telephone: (214) 544-4000
Facsimile: (214) 544-4054
Email: rpittman@abernathy-law.com

If to Consultant, addressed to:

Zack Dawson
Dunaway
118 Mckinney Street
Farmersville, TX 75442
Telephone: 817-953-3510
Email: zdawson@dunaway.com

With a copy to:

Dunaway Associates, LLC
Attention: Kyle Loving
550 Bailey Avenue, Suite 400
Fort Worth, Texas 76107
Telephone: (817) 335-1121
Email: kloving@dunaway.com

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 modified 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 A1**, Scope of Services.
- **Exhibit A2**, Project Exhibit

12.1.2

- **Exhibit B1**, Project Engineering Budget Summary
- **Exhibit B2**, Schedule of Rates

12.1.3 **Exhibit C**, Guidelines for Computer Aided Design and Drafting (CADD).

12.1.4 **Exhibit D**, Guidelines for Direct Expenses; General and Administrative Markup; Travel and Subsistence Expenses.

12.1.5 **Exhibit E**, Contractor Insurance Guidelines.

12.1.6 **Exhibit F**, Conflict of Interest Questionnaire, Form CIQ.

To the extent that **Exhibit A**, **Exhibit B**, **Exhibit C**, **Exhibit D**, **Exhibit E**, or **Exhibit F** are in conflict with provisions of this Agreement or each other, the provisions of this Agreement, then the provisions of **Exhibit B**, **Exhibit C**, **Exhibit D**, **Exhibit E**, **Exhibit F** or **Exhibit A** shall prevail in that order.

12.2 **Assignment and Subletting** – Consultant agrees that neither this Agreement nor the work to be performed hereunder will be assigned or sublet without the prior written consent of City. Consultant further agrees that the assignment or subletting of any portion or feature of the work or materials required in the performance of this Agreement shall not relieve Consultant of its full obligations to City 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 **Attorney's Fees** – If either party files any action or brings any proceeding against the other arising from this Agreement, then as between City and Consultant, the prevailing party shall be entitled to recover as an element of its costs of suit, and not as damages, reasonable and necessary attorneys' fees and litigation expenses both at trial and on appeal, subject to the limitations set forth in TEX. LOC. GOV'T

CODE § 271.153, as it exists or may be amended, if applicable.

12.4 **Successors and Assigns** – City and Consultant, and their respective partners, assigns, successors, subcontractors, executors, officers, agents, employees, representatives and administrators are hereby bound to the terms and conditions of this Agreement.

12.5 **Savings/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 in this Agreement.

12.6 **Governing Law/Venue** – This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to conflict of law principles. The exclusive venue for any action arising out of this Agreement shall be a court of appropriate jurisdiction in Grayson County, Texas.

12.7 **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.

12.8 **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 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 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.

12.9 **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.

12.10 **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.

12.11 **Multiple Counterparts** – This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. An electronic mail and/or facsimile signature will also be deemed to constitute an

original if properly executed and delivered to the other party.

12.12 **Immunity** – It is expressly understood and agreed that, in the execution and performance of this Agreement, City has not waived, nor shall be deemed to have waived, any immunity, governmental, sovereign and/or official, or defense that is available to it against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the parties do not create any obligations, express or implied, other than those set forth in this Agreement.

12.13 **Incorporation of Recitals** – The representations, covenants and recitations set forth in the foregoing recitals of this Agreement are true and correct and are incorporated into the body of this Agreement and adopted as findings of City and the authorized representative of Consultant.

12.14 **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.

12.15 **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.

12.16 **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.

12.17 **Indemnity** – The parties agree that the Indemnity provision set forth in Article 10 of this Agreement is conspicuous and the parties have read and understood the same.

12.18 **Representations** – All representations and covenants made by one party to the other in this Agreement or in any certificate or other instrument delivered by one party to the other under this Agreement shall be considered to have been relied upon by the other party and will survive the satisfaction of any fees under this Agreement, regardless of any investigation made by either party.

12.19 **Independent Contractor** – In performing this Agreement, Consultant shall act as an independent contractor with respect to City. In no event shall this Agreement be construed as establishing a partnership, joint venture or similar relationship between the parties and nothing herein shall authorize either party to act as agent for the other. Consultant shall be liable for its own debts, obligations, acts and omissions, including the payment of all required withholding, social security and other taxes and benefits with respect to all of Consultant's officers, directors,

partners, employees and representatives, who shall not be considered City employees and shall not be eligible for any employee benefit plan offered by City.

12.20 **Debarment/Suspension** – City is prohibited from making any award or permitting any award at any tier to any party which is debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549, Debarment and Suspension. City, Consultant and Consultant's subcontractors shall comply with federal and state regulations regarding debarment and suspension. Consultant shall include a statement of compliance with federal and state debarment and suspension regulations in all third-party agreements for work on the Project.

12.21 **Restrictions on Lobbying** – City and Consultant are prohibited from using funds awarded under the Agreement for lobbying purposes. Consultant shall include a statement of compliance with this provision in applicable procurement solicitations and third-Party agreements for work on the Project.

12.22 **Appropriation of Funds** – Funds are not presently budgeted for City's performance under this Agreement beyond the end of City's current fiscal year. City will give Consultant sixty (60) days' notice if funds for City's performance are not budgeted to continue beyond that time. City shall have no liability for payment of any money for services performed after the end of City's current fiscal year unless and until such funds are budgeted.

12.23 **Certifications Required by Texas Law** – In accordance with Chapter 2270 of the Texas Government Code (to the extent applicable), Consultant hereby certifies that Consultant does not boycott Israel and will not boycott Israel during the term of any contract with City, including during the term of this Agreement. In accordance with Chapter 809 of the Texas Government Code (to the extent applicable), Consultant hereby certifies that Consultant does not boycott energy companies and will not boycott energy companies during the term of any contract with City, including during the term of this Agreement. In accordance with Chapter 2274 of the Texas Government Code (to the extent applicable), Consultant hereby certifies that Consultant does not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of any contract with City, including during the term of this Agreement. The foregoing terms have the meanings ascribed to them in the referenced statutes if defined therein.

12.24 **Reference to Consultant** – When referring to "Consultant," this Agreement shall refer to and be binding upon Consultant, and its officers, directors, partners, employees, representatives, contractors, subcontractors, licensees, invitees, agents, successors, assignees (as authorized herein), vendors, grantees, trustees, legal representatives and/or any other third parties for whom Consultant

is legally responsible.

12.25 **Reference to City** – When referring to "City," this Agreement shall refer to and be binding upon City, its Council members, officers, agents, representatives, employees and/or any other authorized third parties for whom City is legally responsible.

IN WITNESS WHEREOF, the parties have executed this Agreement and caused this Agreement to be effective on the date set forth in the introductory clause of this Agreement.

CITY:

City of Sherman, Texas,
a Texas home-rule municipality

By: _____
Dr. Zachary Flores, City Manager

CONSULTANT:

Dunaway Associates, LLC
a Texas limited liability company

By: _____
Zack Dawson, PE
Project Manager

APPROVED AS TO FORM:

_____
Abernathy, Roeder, Boyd & Hullett, P.C.
Ryan D. Pittman, City Attorneys

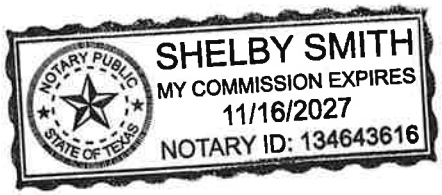
STATE OF TEXAS §
§
COUNTY OF COLLIN §

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED ZACK DAWSON KNOWN TO ME TO BE ONE OF THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT; HE ACKNOWLEDGED TO ME THAT HE IS THE DULY AUTHORIZED REPRESENTATIVE FOR DUNAWAY ASSOCIATES, LLC, AND THAT HE EXECUTED SAID INSTRUMENT FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 9 DAY OF September 2025.

Shelby Smith
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

My commission expires: 11/16/2027



I. PROJECT DESCRIPTION

Provide Engineering Services required for developing construction plans and specifications for waterline extensions at the following two locations. It is expected that both projects will be bid as a single bid package.

CIP Project #7 Traylor Street Waterline: This portion of the project will install approximately 1,000 linear feet of 12" waterline along Taylor Street and Grand Avenue across Texoma Parkway to improve hydraulic connectivity in the existing pressure plane. This will include a highway bore across Texoma Parkway and require TxDOT approvals. New service pipe will be installed in the existing street Right-of-Way.

CIP Project #8 US Hwy 75 Waterline Bore: This portion of the project will install approximately 800 linear feet of 12" waterline across US 75 near Travis St. and East Evergreen Street to improve hydraulic connectivity. Design will include interconnections with existing distribution piping as needed. This will include a bore under US 75 and require TxDOT permitting and coordination for approvals. New service pipe will be installed in existing Right-of-Way and existing easements.

II. GENERAL REQUIREMENTS

A. Specific design requirements shall be obtained from the City of Sherman Engineering Design Standards. Consultant will establish and summarize design criteria. The design criteria will be reviewed by the City for approval prior to beginning design work.

B. Consultant shall coordinate with other engineering consultants, utility companies, franchise utilities, City of Sherman, pipeline companies, and any other entity which has facilities within or adjacent to the Project.

C. Each time the Consultant submits plans and/or specifications to City, two (2) copies (as well as PDF versions) of each shall be submitted, unless otherwise instructed. These shall be reviewed and checked by City and returned to Consultant for corrections. When the corrected copies of the plans and specifications are returned to City, the original and reviewed plans and specifications shall also be returned to City. All plans, specifications, documents, provisions, attachments, and correspondence provided in accordance with this contract shall be dated.

D. The Consultant shall submit a monthly report outlining, at a minimum, the work on the project which occurred the previous month, the work expected to be completed the following month, the next major project milestone, and any information needed from the City. The report is to be submitted with monthly invoice.

E. Communications and Reporting:

i Attend a pre-design project kickoff meeting with City staff to confirm and clarify scope, understand City objectives, and ensure economical and functional designs meet City requirements.

ii Attend review meeting with the City at the end of each design phase.

iii Prepare and submit monthly invoices in the format acceptable to the City.

iv Prepare and submit monthly progress reports.

v Prepare and submit baseline Project Schedule initially, Project Schedule updates, and updated Opinion of Probable Construction Cost with each plan submittal.

vi Coordinate with other agencies and entities as necessary for the design of the proposed infrastructure and provide and obtain information needed to prepare the design.

vii With respect to coordination with permitting authorities, Consultant shall communicate with permitting authorities such that their regulatory requirements are appropriately reflected in the designs. Consultant shall work with regulatory authorities to obtain approval of the designs, and make changes necessary to meet their requirements.

viii Attend additional project coordination meetings, if needed.

III. TASK SUMMARY, BASIC SERVICES

A. Preliminary Design Phase

a. Prepare preliminary engineering review drawings and exhibits (1”=20’ scale, 22”x34” sheets) to include preliminary horizontal and vertical alignments of all proposed improvements with minimal construction-related notes. Cross-sections at least every fifty (50) feet will be required for paving-related or channel-related projects. If necessary, report in sufficient detail to indicate clearly any of the problems involved and provide alternate solutions available to the City. Include preliminary layouts, a right-of-way map, sketches, and cost estimates for the Project and set forth clearly the Consultant’s recommendations for any alternate designs.

b. Water, sanitary sewer, and storm drains will be shown on the plans based on field information and surveys collected by the Consultant and from existing “Record Drawings” provided by the City of Sherman. Other utilities should be shown on the plans based on field information and surveys collected by the Consultant, utility locates requested by the Consultant, and any available “Record Drawings” that the Consultant can obtain from other utilities.

c. Depending on comments received from the City’s review and field investigations, another set of preliminary phase construction drawings may be

required.

d. Upon completion of the Preliminary Design Phase, the Engineer will advise the City of any geotechnical, soil, foundation, or other subsurface investigations or any special surveys, Level B or A SUE, or special testing which, in the opinion of the Consultant, may be required for the proper execution of the project, and assist the City in arranging for the conduct of such investigations and tests. The performance of geotechnical investigations and tests will not be a part of the Consultant's Basic Engineering Services and will not be included unless specifically authorized in writing under "F. Special Services."

e. Prior to the Preliminary review meeting with the City, the Consultant shall schedule and attend a project site visit with the City Project Manager and Construction personnel to walk the project. The Consultant shall summarize the City's comments from the field visit and submit this information to the City in writing.

f. The Consultant will consult with the City, public utilities, private utilities and government agencies to determine the approximate location of above and underground utilities, and other facilities (current and future) that have an impact or influence on the project. Consultant will design City facilities to avoid or minimize conflicts with existing utilities, and where known and possible, consider potential future utilities in designs.

B. <u>Intermediate Design Plans (60%)</u>

a. Prepare intermediate engineering review drawings that address all comments from the preliminary engineering review, including detailed construction-related notes. Cross-sections at least every fifty (50) feet will be required for paving-related or channel-related projects. Driveway profiles will be required for paving-related projects. A general notes sheet(s), coordinate control sheet(s), proposed traffic control sheet(s), proposed erosion control plan sheet(s), and detail sheet(s) will be required for all projects. Drainage-related projects will require all pertinent information showing calculations for drainage areas, inlet capacity, spread of flow and depth in street, and hydraulic grade line.

b. Prepare miscellaneous plan sheets, including cover sheet, index, general notes, project control (1"=100' scale, 22"x34" sheets), and applicable City standard details.

c. Prepare Preliminary Project Manual, including Bid Form and Special Conditions and technical specifications.

C. Final Design/Construction Plans (90%, 100%)

a. Prepare final engineering review drawings that address all comments from the intermediate review.

b. Prepare detailed cost estimates based on current unit prices from the proposal of authorized construction, which shall include summaries of bid items and quantities on the unit price system of bidding, wherever practical.

c. Finalize miscellaneous plan sheets, including cover sheet, index, general notes, project control and applicable City standard details.

d. Submit three (3) final sealed copies each of any necessary right-of-way or easement documents.

e. Obtain necessary permits from regulatory entities prior to entering the bid phase services including TXDOT Utility Permits and other applicable jurisdictional approvals.

f. When required by the nature of the project, the Consultant shall provide necessary exhibits and attend a public meeting with the City.

g. Upon completion of the final design review, the Consultant shall furnish to the City up to four (4) additional copies and a pdf of the construction drawings to be forwarded to the utility companies.

h. Upon completion of the final design review, the Consultant shall furnish to the City, where required by the circumstances of the assignment, the engineering data, construction plans, completed forms, and reports necessary for applications for routine permits by local, state, and federal authorities (as distinguished from detailed applications and supporting documents for government grants-in-aid or for planning advances not included in Basic Engineering Services).

D. Bid Phase Services

a. Prepare bid set drawings and specifications that address all comments from the final design review and additional information provided by utility relocations and right-of-way negotiations.

b. Furnish to the City all necessary copies of approved Construction Contract Documents needed for competitive bidding (plans, specifications, notice to bidders, proposals, etc.). All sets of Construction Contract Documents in

excess of eight (8) copies are to be paid for separately as provided hereinafter.

c. Consultant will submit the project plans to the State of Texas for the TAS/ADA review, if required for the Project. Consultant will prepare the application and make the submittal. The City will provide a check for the fee based on the construction cost of pedestrian improvements per the submittal requirements. Consultant will address comments from the review and revise plans if necessary.

d. Assist the City in the advertisement of the Project for competitive bids.

e. Assist the City with any Pre-Bidders meetings.

f. Prepare addenda as appropriate to interpret, clarify, or expand the Bid Documents.

g. Assist the City in the opening and tabulation of bids for construction of the Project.

h. Prepare a written summary of the bid tabulation and evaluation together with a letter addressing the award of the construction contract.

i. Assist in the preparation of formal Construction Contract Documents, provide four (4) copies of contracts to be executed by the contractor, and coordinate their execution by the respective parties.

E. Construction Phase Services

a. Conformed Document submittal:
   i. Update the Bid Documents (plans and Project Manual) to incorporate bid addenda items
   ii. Print up to ten (10) sets 11”x17” plans and Project Manuals for issuance at the Pre-Construction Conference.
   iii. Package and submit CAD base files upon request.
b. Site Visits upon request
c. *Pre-Construction Meeting.* Attend Pre-Construction Meeting(s) prior to commencement of Work at the Site
d. *Franchise Utility Coordination*. Assist the City with franchise utility coordination efforts and conflict resolution during construction.
e. *Requests for information*. Coordinate with Engineer and issue clarifications and interpretations of the Contract Documents to City as appropriate to the orderly completion of Contractor's work. Such clarifications and interpretations will be consistent with the intent of the Contract Documents. Field Orders authorizing

variations from the requirements of the Contract Documents will be made by City.

f. *Change Orders*. Recommend Change Orders to City, as appropriate. Review and make recommendations related to Change Orders submitted or proposed by the Contractor. Task includes preparing plan sheet revisions.

g. *Shop Drawings, Samples, and Submittals.* Review and approve or take other appropriate action in respect to Shop Drawings, Samples, Submittals and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Such review and approvals or other action will not extend to means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction or to related safety precautions and programs.

h. *Substitutes and "or-equal."* Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor in accordance with the Contract Documents, but subject to the provisions of applicable standards of state or local government entities.

i. *Disagreements between City and Contractor.* As necessary, render written decision on all claims of City and Contractor relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the progress of Contractor's work. In rendering such decisions, Consultant shall be fair and not show partiality to City or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.

j. *Limitation of Responsibilities.* Consultant shall not be responsible for the acts or omissions of any Contractor, or of any of their subcontractors, suppliers, or of any other individual or entity performing or furnishing the Work. Consultant shall not have the authority or responsibility to stop the work of any Contractor.

k. Consultant shall prepare construction Record Documents based on the information received from Contractor within 30 days of final completion in accordance with the Agreement. Consultant shall submit one full size set and one pdf file of the Record Documents.

F. Special Services

a. Various services incidental to the project, but not within the scope of the Basic Engineering Services covered by A., B., C., D., and E. preceding, which may be performed or arranged for separately by City, or may be added to the Consultant's responsibilities by mutual agreement and written authorization include but are not necessarily limited to the following:

   i. Furnish descriptive instruments related to the acquisition of easements and/or rights-of-way as needed to accomplish the intended design. The description of these parcels should be rotated to match the bearings of the

individual deeds. The payment for these instruments will be made on a per parcel basis by the City of Sherman unless otherwise indicated. As part of providing instruments for right-of-way acquisition, the Engineer/Surveyor will need to stake the corners of the acquisition.

ii. Design Surveying - to collect information required for design, including topographic and right of way land surveying. All surveys and coordinate information shall be based on the NAD 83 CORS Grid Coordinate System utilizing control monuments established within the City of Sherman. This also includes refreshing and re-establishing benchmarks and reference points on NAD 83 CORS Grid Coordinate System for construction of the project, one time only. This does not include construction staking.

iii. Staking of the Centerline of the proposed Project for utility coordination. The Consultant or its surveyor shall stake the centerline throughout the extent of the Project. The beginning and the end of the Project shall be designated. The points of intersection, points of curvature, and points of tangency of all horizontal curves shall be designated. Stations and half-stations (50-foot and 100-foot) shall be designated throughout the entire Project, on tangential and curvilinear portions. Said centerline control is to be established in a timely fashion as directed by City staff. Said centerline control markings are to be a one-time event and shall be of a nature to last a minimum of eight months. Consultant will verify existing on-site benchmarks as shown on the construction plans. Additional on-site control, as needed, will be set to accomplish the anticipated scope of work (minimum 4 points) on permanent structures.

iv. Geotechnical Investigation & Report - Obtain the services of a qualified geotechnical engineering laboratory to conduct soil and foundation investigations, including test borings, soil tests, and analyses of test results.

v. Subsurface Utility Engineering that involves Level “A” identification of a utility. Level A services to include physically locating the existing utility through nondestructive exposure to confirm material, size, and depth.

IV. ITEMS NOT INCLUDED IN THE EXISTING SCOPE OF SERVICES

A. **Additional Services not included in the existing Scope of Services** – City and Consultant agree the following services are beyond the Scope of Services described in the tasks above. However, Consultant can provide these services, if needed, upon the City’s written request. Any additional amounts paid to the Consultant as a result of any material change to the Scope of the Project shall be agreed upon in writing by both parties before the services are performed. These Additional Services include the following:

i. Appearances before hearings for eminent domain proceedings are specifically not included in the specified per parcel payment.

ii. Appearances before regulatory agencies.
iii. Assistance to the City as an expert witness in any litigation or claim, arising from, or in connection with, the Project.
iv. Special investigations involving detailed consideration of operation, maintenance, and overhead expense; preparation of rate schedules; preparation of special reports and an engineer's certificate as required for marketing bonds; earnings and expense statements; preparation of assessment rolls; special feasibility studies; appraisals; valuations; and material audits or inventories required for certification of force account construction performed by the City.
v. Detailed mill, shop, and/or laboratory inspection of materials or equipment.
vi. Preparation of applications and supporting documents for government grants or planning advances for public works projects.
vii. Preparation of report, sketches, drawings, presentations, and permit applications involving environmental, historical, and archaeological considerations.
viii. Revision of reports and Construction Contract Documents after specific approval by City.

EXHIBIT A2
PROJECT EXHIBIT

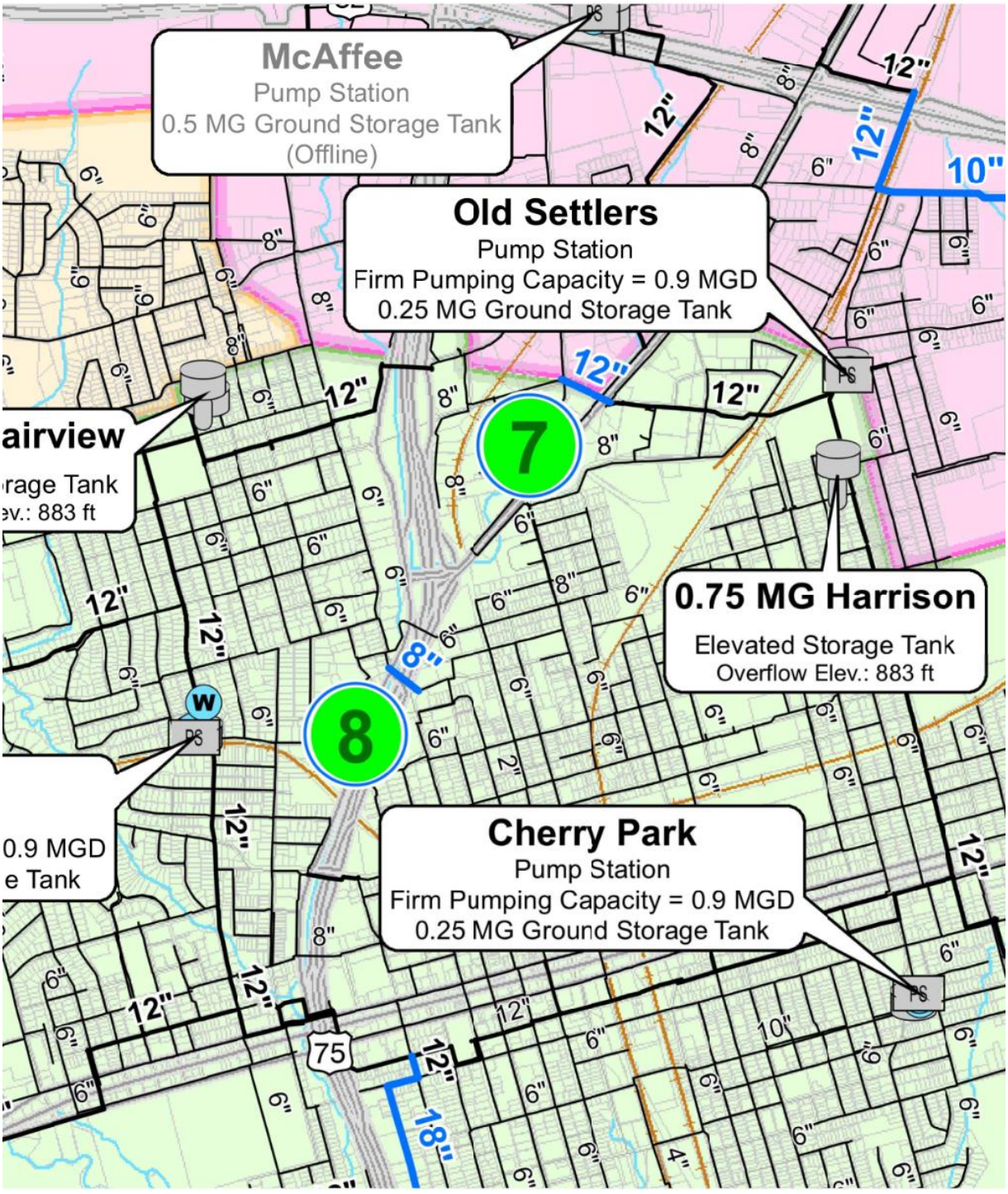


EXHIBIT B1
PROJECT BUDGET SUMMARY

I. Basic Services

A. Project Management	**$10,500.00**
B. Preliminary Design and Data Gathering (30%) (Expected Completion: 7 weeks from NTP)	**$28,000.00**
C. Intermediate Design Plans (60%) (Expected Completion: 3 weeks)	**$15,000.00**
D. Final Design/Construction Plans (90%, 100%) (Expected Completion: 5 weeks)	**$20,000.00**
E. Bid Phase Services	**$6,000.00**
F. Construction Phase Services	**$25,000.00**
Total Basic Services (Lump Sum)	***$104,500.00***

II. Special Services

Descriptive instruments for 3 parcels at $3,500.00 each:	$10,500.00
Design Surveying	$26,000.00
Stake Centerline for Utility Coordination (Hourly Rate NTE)	$10,000.00
Geotechnical Investigation & Report	$6,500.00
SUE Services Including QL-A (Per Locate)	$5,000.00
Total Authorized Special Services	***$26,000.00***
Project Budget, Grand Total (Not-To-Exceed)	***$130,500.00***

EXHIBIT B2
RATE SHEET

2025 STANDARD HOURLY BILL RATE SCHEDULE

STAFF TYPE	HOURLY BILL RATE		
Administrative	$99.00	-	$165.00
Information Systems	$114.00	-	$125.00
Marketing/Business Development	$99.00	-	$285.00
Financial	$133.00	-	$297.00
Civil Technician	$122.00	-	$141.00
Civil Designer	$137.00	-	$160.00
Graduate Engineer	$145.00	-	$168.00
Project Engineer	$163.00	-	$226.00
Technical Engineer	$227.00	-	$314.00
Survey Technical Director	$285.00	-	$314.00
Project Surveyor	$175.00	-	$193.00
Survey Chief of Parties	$147.00	-	$204.00
Survey Party Chief	$145.00	-	$184.00
Survey Technician	$99.00	-	$152.00
Survey Field Assistant	$78.00	-	$95.00
GIS	$112.00	-	$127.00
Planner	$119.00	-	$252.00
Planning Analyst	$120.00	-	$132.00
Landscape Designer	$123.00	-	$151.00
Landscape Architect	$126.00	-	$260.00
Environmental Scientist	$135.00	-	$149.00
Intern	~~$78.00~~	-	$86.00
Construction Inspector	$160.00	-	$185.00
Right of Way Agent	$166.00	-	$183.00
Subsurface Utility Engineering Tech	$95.00	-	$141.00
Discipline Lead	$165.00	-	$260.00
Engagement Manager	$249.00	-	$354.00
Line of Business Manager/Executive	$213.00	-	$354.00
Regional Manager/Executive	$322.00	-	$354.00
Expert Witness	$400.00	-	$500.00
Managing Partner	$415.00	-	$457.00
Chairman/President	$475.00	-	$550.00

1. Files shall done in DWG/DXF format.

2. Files shall be georeferenced in the State Plane, Texas North Central FIPS 4202 (feet) coordinate system, using a datum of NAD 83 Grid.

3. If a surface adjustment factor is applied to the data, any surface adjustment factors used should be clearly documented on the drawing.

4. If submissions for the Project relate to a plat, the file submitted must match exactly the plat that is submitted for recording.

5. The file shall contain required features for the project type as detailed below:

    a. Pre-Construction/As-Built Plans and/or Record Documents:
        i. Layers from Final Plat Requirements as Applicable to Project Type.
        ii. Water Utility Features.
        iii. Sanitary Sewer Features.
        iv. Storm Sewer Features.

6. Each required feature group should be provided as a separate layer within the file.

7. Layer names should be representative of the information contained in the layer.

8. Line work should be done per accepted industry norms.

Text should not be smaller than 0.08” on a full size sheet, and should be a font such at Simplex, Calibri, or Arial.

EXHIBIT D
CONSULTANT'S GUIDELINES FOR DIRECT EXPENSES; GENERAL AND ADMINISTRATIVE MARKUP; TRAVEL AND SUBSISTENCE EXPENSES

I. CONSULTANT'S RESPONSIBILITY. Consultant shall be solely responsible for the auditing and accuracy of all Direct Expenses, approved markup (general and/or administrative), and approved travel and/or subsistence charges, including those of its subcontractors, prior to submitting to City for reimbursement. Any over-payment by City for errors in submittals for reimbursement may be deducted from Consultant's subsequent payment(s) for services; however, this shall not be City's sole and exclusive remedy for said over-payment.

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 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 City reimburse Consultant at a higher standard mileage rate or pay additional markup on charges for local transportation. Completion of City'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 City. 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** – City shall reimburse the actual cost of other similar direct Project-related expenses, which are duly presented in advance and approved by City's Project Manager in writing.

C. **Commercial Reproduction** – City shall reimburse the actual cost of reproductions, specifically limited to progress prints prepared for presentation to City at each phase of progress, and final Construction Documents prepared for distribution at bidding phase, provided that Consultant has duly obtained at least three (3) quotations from commercial firms and has chosen the best value for City. Consultant shall provide such documentation to City 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 City for prior approval of in-house reproduction rates prior to submitting these expenses for reimbursement. City shall provide Consultant with a standard format for documenting these charges. Completion of City'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** – City shall reimburse the actual cost of plots, specifically limited to final documents, provided Consultant has duly obtained at least three (3) quotations from commercial firms and has chosen the best value for City. Consultant shall provide such documentation to City 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 City for prior written approval of in-house plotting rates prior to submitting these charges for reimbursement. City shall provide Consultant with a standard format for documenting these charges. Completion of City'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** – City shall reimburse the actual cost of postage and delivery of Instruments of Service, provided Consultant duly considers all circumstances (including available time for assured delivery) of the required delivery and selects the best value for City, 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 Consultant and/or 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 City'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.

A. **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 City specifically what costs are included in the markup calculation. To apply General and/or Administrative Markup, Consultant must also document to City what costs would be considered direct costs. City shall issue approval in writing to allow Consultant to charge General and/or Administrative Markup. City reserves the right to reject any and all requests for General and/or Administrative Markup.

IV. GUIDELINES FOR TRAVEL AND SUBSISTENCE EXPENSES.

A. **Requirement of Prior Approval** – City shall reimburse the actual cost of travel and/or subsistence expenses upon prior written approval by City's Project Manager.

B. **Adherence to Currently Adopted City Travel Policy** – Reimbursements shall be governed by the same travel policies provided for City employees according to current adopted policy. Prior to the event, Consultant shall request, and City's Project Manager shall provide the provisions and the restrictions that apply to out-of-town reimbursements.

EXHIBIT E
CONTRACTOR'S INSURANCE GUIDELINES

I. GENERAL INSURANCE REQUIREMENTS –

A. All policies shall name the City of Sherman, its officers, agents, representatives and employees as additional insured as to all applicable coverage with the exception of workers compensation insurance and professional liability insurance.

B. Such policies shall require the provision of written notice to City 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.

C. Such policies shall provide for a waiver of subrogation against City for injuries, including death, property damage or any other loss to the extent the same is covered by the proceeds of the insurance.

II. INSURANCE COMPANY QUALIFICATION – All insurance companies providing the required insurance shall be authorized to transact business in the State of Texas, and shall have a minimum rating of "A" by A.M. Best's Key Rating Guide, or other equivalent rating service(s).

III. CERTIFICATE OF INSURANCE – A Certificate of Insurance and policy endorsement(s) evidencing the required insurance shall be submitted prior to execution of the Agreement. If the Agreement is renewed or extended by City, a Certificate of Insurance and policy endorsement(s) shall also be provided to City prior to the date the Agreement is renewed or extended.

IV. INSURANCE CHECKLIST – "X" means that the following coverage(s) is required for this Agreement.

		Coverage Required	Limits
_X_	1.	Worker's Compensation & Employer's Liability	▪ Statutory Limits of the State of Texas
_X_	2.	General Liability	▪ Minimum $1,000,000.00 each occurrence; ▪ Minimum $2,000,000.00 in the aggregate
___	3.	XCU Coverage	▪ Minimum $1,000,000.00 each occurrence; ▪ Minimum $2,000,000.00 in the aggregate

_X_	4.	Professional Liability	▪ Minimum $1,000,000.00 each claim; ▪ Minimum $2,000,000.00 in the aggregate
_X_	5.	Umbrella Coverage of Excess Liability Coverage	▪ An amount of $2,000,000.00 ▪ Minimum $2,000,000.00 in the aggregate

_X_ 6. City and its officers, agents, representatives and employees named as additional insured on General Liability Policy, as provided above. This coverage is primary to all other coverage City may possess.

_X_ 7. General Liability Insurance provides for a Waiver of Subrogation against the City for injuries, including death, property damage, or any other loss to the extent that same is covered by the proceeds of the insurance. All insurance policies that are required to name the City as an additional insured must be endorsed to read as primary and non-contributory coverage regardless of the application of other insurance.

_X_ 8. Thirty (30) days' notice of cancellation, non-renewal, or material change required. The words "endeavor to" and "but failure" (to end of sentence) are to be eliminated from the Notice of Cancellation provision on standard ACORD certificates.

_X_ 9. Insurance company has a minimum rating of "A" by A.M. Best's Key Rating Guide, or other equivalent rating service(s).

_X_ 10. The Certificate of Insurance must state the project title and bid number.

___ 11. Other Insurance Requirements (State Below):

EXHIBIT E
CONFLICT OF INTEREST QUESTIONNAIRE, FORM CIQ

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

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

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

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

OFFICE USE ONLY
Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**
N/A

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

3 **Name of local government officer about whom the information is being disclosed.**
N/A
Name of Officer

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

N/A

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

☐ Yes ☒ No

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

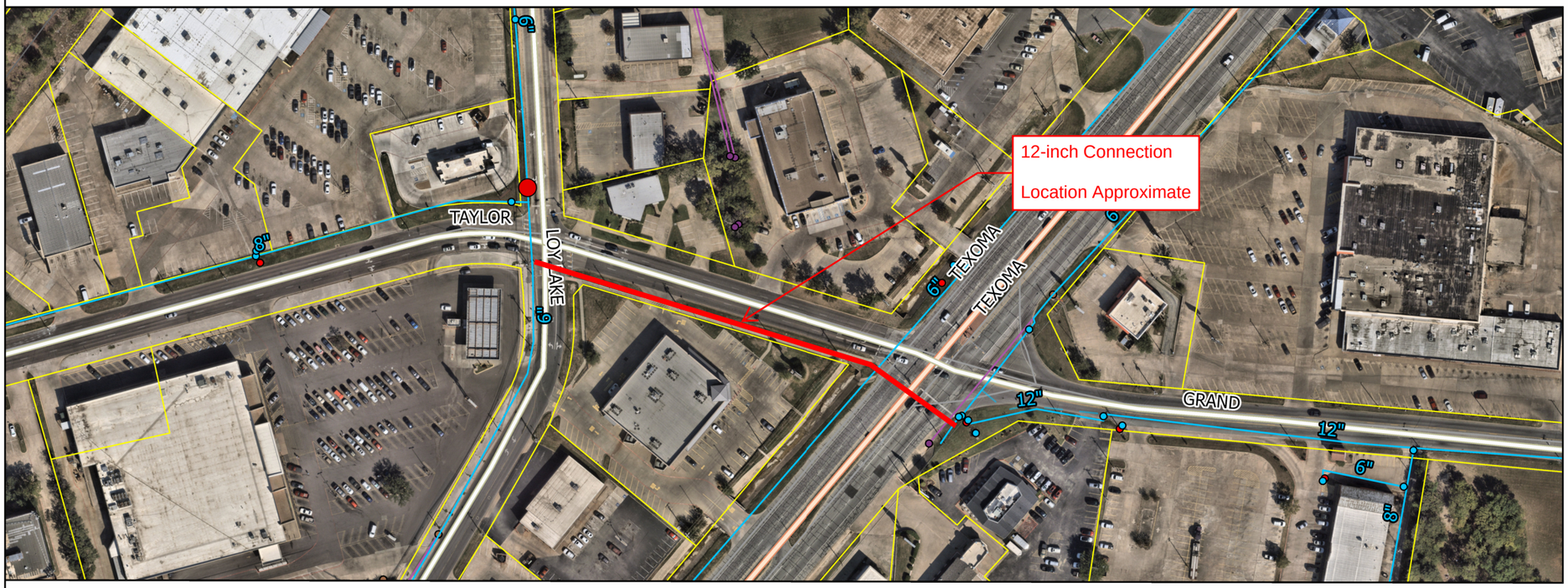
☐ Yes ☒ No

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

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

7 Signature of vendor doing business with the governmental entity — Date: 09/08/2025

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 1/1/2021

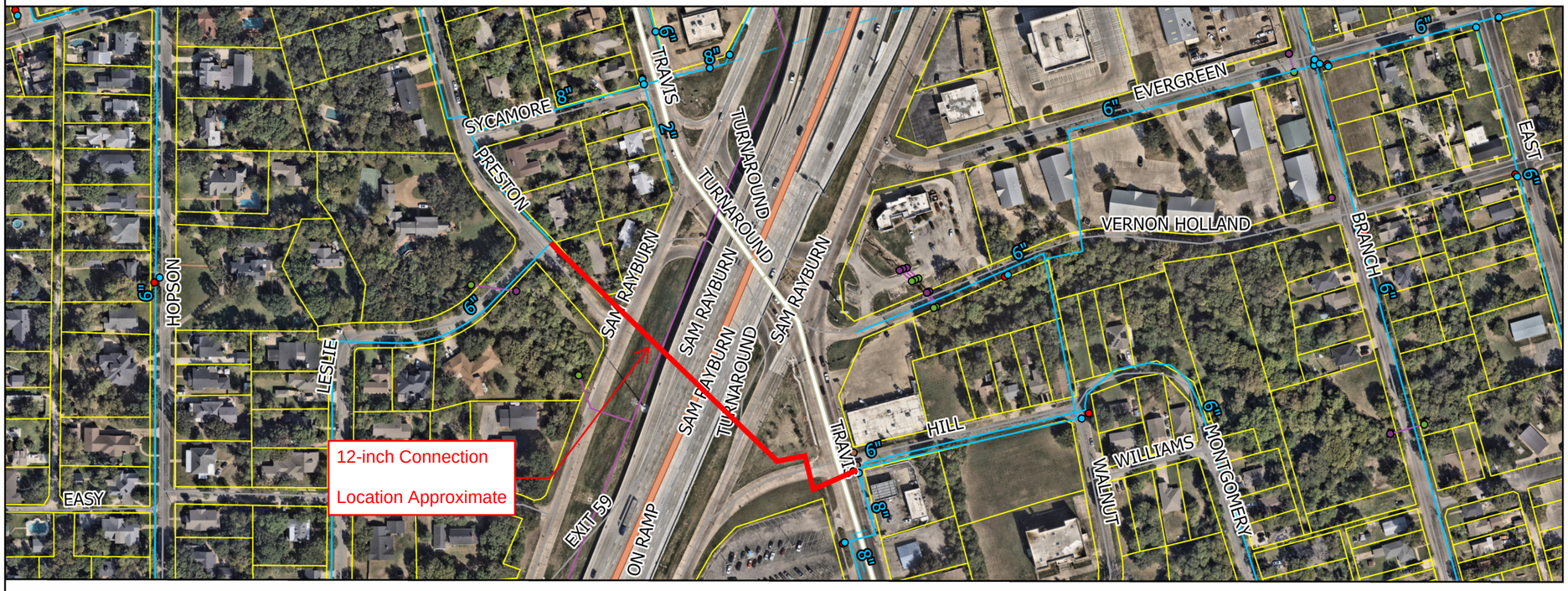


Water
- Zone Separation
- Valve
- Hydrant
- Abandoned
- Active

Road
- Collector
- Highway
- Major Arterial
- Minor Arterial
- Others

N W E S

0 125 250 Feet



Water
- Valve
- Hydrant
- Abandoned
- Active

Road
- Collector
- Highway
- Major Arterial
- Minor Arterial
- Others

N W E S

0 187.5 375 Feet

NOT FOR CONSTRUCTION

Sherman
CLASSIC TOWN. BROAD HORIZON

ENGINEERING DEPARTMENT

EXHIBIT

SE ZONE INTERCONNECTIVITY

NO.	ISSUE	DATE

SHEET 1

Date Printed: 9/9/2025 10:39 AM

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting Agenda Item No. H.4.

Meeting Date: 10/6/2025

Prepared By: Loren Siems, Right of Way Specialist

Approved By: Zachary Flores, Acting City Manager

Caption:

Resolution No. 7580

Authorizing the City Manager or his designee to execute an agreement and special warranty deed for the purchase and acquisition of real property from Moore Street 7 LLC for the expansion of Interurban Parkway, being 1.5652 acres of land in the Elizabeth Jones Survey, Abstract No. 625, City of Sherman

Issue:

Authorizing the purchase and conveyance of real property from Moore Street 7 LLC located on Interurban Parkway for the purpose of widening Interurban Parkway

Background:

Interurban Parkway is on the Master Thoroughfare Plan as a Minor Arterial Thoroughfare. The subject property is in the path of construction for widening Interurban Parkway. Purchasing this property is necessary to complete the widening of Interurban Parkway.

Capital Improvement Program:

Origination:

City of Sherman

Financial Consideration:

The $200,000.00 purchase price is funded by Certificates of Obligation.

Staff Recommendation:

Staff recommends that City Council approve the resolution to authorize the conveyance of the subject property.

Alternatives:

As may be directed by City Council

Attachments:

1. Resolution No. 7580
2. MS7 City of Sherman MOA 9.11.25
3. Location Map
4. Moore Street 7-deed

RESOLUTION NO. 7280

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO EXECUTE AN AGREEMENT AND SPECIAL WARRANTY DEED FOR THE PURCHASE AND ACQUISITION OF REAL PROPERTY FROM MOORE STREET 7 LLC FOR THE EXPANSION OF INTERURBAN PARKWAY, BEING 1.5652 ACRES IN THE ELIZABETH JONES SURVEY, ABSTRACT NO. 625, CITY OF SHERMAN, GRAYSON COUNTY, TEXAS; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS:

SECTION 1. That the City Manager or his designee is authorized and directed, subject to all contract documents being properly completed and approved as to form by the City Attorney, to execute an Agreement and Special Warranty Deed for the purchase and acquisition of real property from Moore Street 7 LLC for the expansion of Interurban Parkway, being 1.5652 acres in the Elizabeth Jones Survey, Abstract 625, City of Sherman, Grayson County, Texas, more particularly described in Exhibit "A," attached hereto and made a part hereof for all purposes.

SECTION 2. That it is hereby officially found and determined that the meeting at which this resolution is passed is open to the public and that public notice of the time, place, and purpose of said meeting was given as required by law.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS on this the _____ day of _____, 2025.

CITY OF SHERMAN, TEXAS

BY: _____
SHAWN TEAMANN, MAYOR

ATTEST:

BY: _____
TERI FINE, CITY CLERK

APPROVED AS TO FORM:
THE LAW FIRM OF ABERNATHY, ROEDER, BOYD & HULLETT, P.C.

BY: _____
RYAN D. PITTMAN, CITY ATTORNEY

Exhibit “A”

EXHIBIT "A"
68,180 SQUARE FEET (1.5652 ACRES)
RIGHT-OF-WAY DEDICATION FOR MOORE STREET
ELIZABETH JONES SURVEY, ABSTRACT NO. 625

BEING a 68,180 square foot (1.5652 acre) tract of land situated in the Elizabeth Jones Survey, Abstract No. 625, in the City of Sherman, Grayson County, Texas, and being a part of a called 8.565 acre tract of land described in a Warranty Deed to Moore Street 7, LLC, as recorded in Instrument Number 2021-18410 of the Official Public Records of Grayson County, Texas (O.P.R.G.C.T.), and being more particularly described by metes and bounds as follows:

COMMENCING at a 5/8-inch iron rod (controlling monument) found for the southwest corner of said 8.565 acre tract, same being an inner ell corner of a called 112.637 acre tract of land (save and except 64.459 acres) described in a Special Warranty Deed to Cedar Ridge Development, as recorded in Instrument Number 2022-12936, O.P.R.G.C.T.;

THENCE South 54 degrees 55 minutes 13 seconds East, with the common southwest line of said 8.565 acre tract, and the northeast line of said save and except 64.459 acre tract, a distance of 170.83 feet to a 5/8-inch iron rod with yellow cap stamped "CP&Y" set for corner at the **POINT OF BEGINNING**;

THENCE departing the northeast line of said save and except 64.459 acre tract, over and across said 8.565 acre tract, the following three (3) courses and distances:

1. North 33 degrees 04 minutes 36 seconds East, a distance of 804.67 feet to 5/8-inch iron rod with yellow cap stamped "CP&Y" set (herein referred to as capped iron rod set) for corner at the beginning of a tangent curve to the left;

2. With said tangent curve to the left, through a central angle of 10 degrees 45 minutes 17 seconds, a radius of 1,057.00 feet, a chord that bears North 27 degrees 41 minutes 58 seconds East, a distance of 198.11 feet, and an arc length of 198.40 feet to a capped iron rod set at the end of said curve;

3. North 22 degrees 19 minutes 19 seconds East, a distance of 604.12 feet to a capped iron rod set on the northeast line of said 8.565 acre tract, same being in the southwest line of a called 10.839 acre tract of land described in a Warranty Deed to Cedar Ridge Development, as recorded in Instrument Number 2022-37076, O.P.R.G.C.T.;

THENCE South 67 degrees 41 minutes 02 seconds East, with the common northeast line of said 8.565 acre tract and the southwest line of said 10.839 acre tract, a distance of 20.00 feet to a 5/8-inch iron rod with yellow cap stamped "CP&Y" set for the northeast corner of said 8.565 acre tract, the southeast corner of said 10.839 acre tract, being in the northwest right-of-way (R.O.W.) line of Binkley Boulevard (66-foot width R.O.W.) (now known as South Moore Street), according to the Plat of Randolph Heights Addition, an addition to the City of Sherman, Texas, recorded in Volume 203, Page 326 of the Plat Records of Grayson County, Texas (P.R.G.C.T.);

THENCE South 22 degrees 19 minutes 19 seconds West, with the common southeast line of said 8.565 acre tract and the northwest R.O.W. line of said South Moore Street, a distance of 705.10 feet to a 5/8-inch iron rod with yellow cap stamped "CP&Y" set for an ell corner in said common line, being in the southwest R.O.W. line of 5th Street (50-foot width R.O.W.), according to the Plat of said Randolph Heights Addition;

THENCE South 64 degrees 48 minutes 45 seconds East, with the common northeast line of said 8.565 acre tract and the southwest R.O.W. line of said 5th Street, a distance of 19.53 feet to a MAG Nail with washer stamped "CP&Y" set for an ell corner of said 8.565 acre tract, and the northwest corner of a called 12.83 acre tract of land described in a Warranty Deed to Mahmoud R. Shojai and wife, Amy D. Shojai, as recorded in Volume 2401, Page 32 of the Deed Records of Grayson County, Texas

EXHIBIT "A"
68,180 SQUARE FEET (1.5652 ACRES)
RIGHT-OF-WAY DEDICATION FOR MOORE STREET
ELIZABETH JONES SURVEY, ABSTRACT NO. 625

(D.R.G.C.T.), being in the paving of South Moore Street (a generally recognized public road) (no apparent deed of record found), from which a 1/2-inch iron rod (controlling monument) found bears, South 64 degrees 47 minutes 44 seconds East, 23.92 feet;

THENCE South 22 degrees 38 minutes 38 seconds West, departing the southwest R.O.W. line of said 5th Street, with the common southeast line of said 8.565 acre tract, the northwest line of said 12.83 acre tract, and the approximate center of said South Moore Street, a distance of 124.14 feet to a MAG Nail with washer stamped "CP&Y" set for corner;

THENCE South 33 degrees 15 minutes 04 seconds West, continuing with said common line, a distance of 789.12 feet to a 5/8-inch iron rod with yellow cap stamped "CP&Y" set for corner at the southeast corner of said 8.565 acre tract, the most southerly northeast corner of said save and except 64.459 acre tract, and in the northwest line of said 7.34 acre tract;

THENCE North 54 degrees 55 minutes 13 seconds West, departing the northwest line of said 7.34 acre tract, with the common southwest line of said 8.565 acre tract, and the northeast line of said save and except 64.459 acre tract, a distance of 59.38 feet to the **POINT OF BEGINNING** of herein described tract, containing within the metes recited a total of 68,180 square feet (1.5652 acres) of land.

SURVEYOR NOTES:

Basis of Bearings: Texas Coordinate System of 1983, North Central Zone No. 4202, North American Datum (NAD83), 2011 Adjustment, Epoch (2010.0). All distances and areas shown are surface and utilizing a combined scale factor of 1.00010712. Unit of measure is U.S. Survey Foot.

The surveyor did not abstract the subject tracts.

A parcel plat of even date was prepared in conjunction with this property description.

Surveyed on the ground October-December 2021, June 2022, and June 2023.

I, Stephen J. Dial, a Registered Professional Land Surveyor in the State of Texas, hereby certify that this description and the exhibit attached hereto were prepared from an actual survey of the property preformed on the ground and that the same is true and correct.

Stephen J. Dial
Registered Professional Land Surveyor
Texas No. 6697
Date: May 10, 2024
STV, Inc.
110A Roundabout Drive
Midlothian, TX 76065
TBPELS Firm Registration No. 10194115

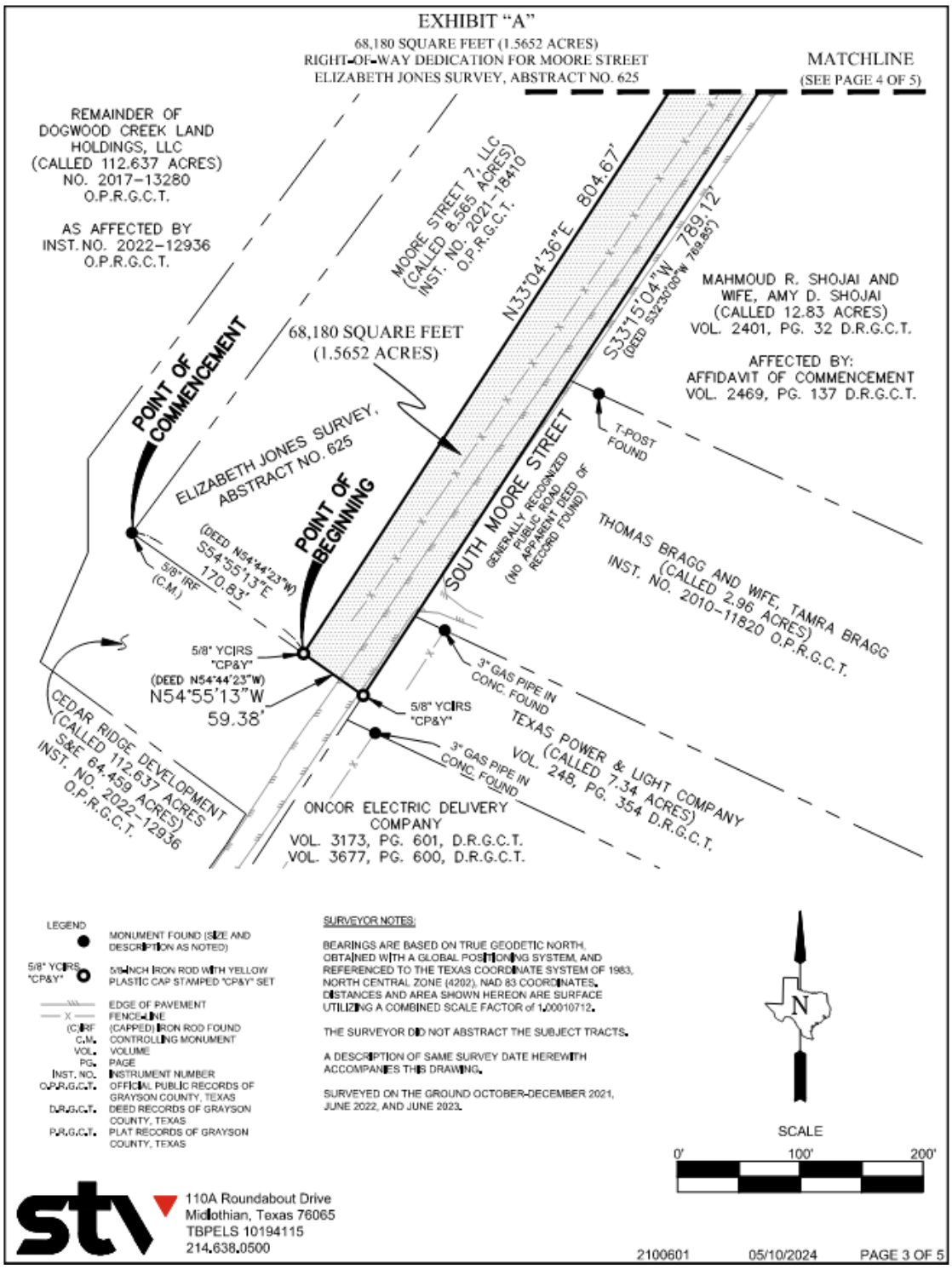


EXHIBIT "A"
68,180 SQUARE FEET (1.5652 ACRES)
RIGHT-OF-WAY DEDICATION FOR MOORE STREET
ELIZABETH JONES SURVEY, ABSTRACT NO. 625
MATCHLINE
(SEE PAGE 4 OF 5)
REMAINDER OF DOGWOOD CREEK LAND HOLDINGS, LLC (CALLED 112.637 ACRES) NO. 2017-13280 O.P.R.G.C.T.
AS AFFECTED BY INST. NO. 2022-12936 O.P.R.G.C.T.
MOORE STREET 7, LLC (CALLED 8.565 ACRES) INST. NO. 2021-18410 O.P.R.G.C.T.
N33°04'36"E 804.67'
S33°15'04"W 789.12'
(DEED S32°50'00"W 789.85')
MAHMOUD R. SHOJAI AND WIFE, AMY D. SHOJAI (CALLED 12.83 ACRES) VOL. 2401, PG. 32 D.R.G.C.T.
AFFECTED BY: AFFIDAVIT OF COMMENCEMENT VOL. 2469, PG. 137 D.R.G.C.T.
68,180 SQUARE FEET (1.5652 ACRES)
POINT OF COMMENCEMENT
POINT OF BEGINNING
ELIZABETH JONES SURVEY, ABSTRACT NO. 625
SOUTH MOORE STREET
GENERALLY RECOGNIZED PUBLIC ROAD (NO APPARENT DEED OF RECORD FOUND)
T-POST FOUND
(DEED N54°44'23"W) S54°55'13"E 170.83'
5/8" IRF (C.M.)
5/8" YCIRS "CP&Y"
(DEED N54°44'23"W) N54°55'13"W 59.38'
THOMAS BRAGG AND WIFE, TAMRA BRAGG (CALLED 2.96 ACRES) INST. NO. 2010-11820 O.P.R.G.C.T.
3" GAS PIPE IN CONC. FOUND
TEXAS POWER & LIGHT COMPANY (CALLED 7.34 ACRES) VOL. 248, PG. 354 D.R.G.C.T.
CEDAR RIDGE DEVELOPMENT (CALLED 112.637 ACRES) S&E 64.459 ACRES) INST. NO. 2022-12936 O.P.R.G.C.T.
ONCOR ELECTRIC DELIVERY COMPANY VOL. 3173, PG. 601, D.R.G.C.T. VOL. 3677, PG. 600, D.R.G.C.T.
LEGEND
MONUMENT FOUND (SIZE AND DESCRIPTION AS NOTED)
5/8" YCIRS "CP&Y" 5/8-INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "CP&Y" SET
EDGE OF PAVEMENT
FENCE LINE
(C.IRF (CAPPED) IRON ROD FOUND
C.M. CONTROLLING MONUMENT
VOL. VOLUME
PG. PAGE
INST. NO. INSTRUMENT NUMBER
O.P.R.G.C.T. OFFICIAL PUBLIC RECORDS OF GRAYSON COUNTY, TEXAS
D.R.G.C.T. DEED RECORDS OF GRAYSON COUNTY, TEXAS
P.R.G.C.T. PLAT RECORDS OF GRAYSON COUNTY, TEXAS
SURVEYOR NOTES:
BEARINGS ARE BASED ON TRUE GEODETIC NORTH, OBTAINED WITH A GLOBAL POSITIONING SYSTEM, AND REFERENCED TO THE TEXAS COORDINATE SYSTEM OF 1983, NORTH CENTRAL ZONE (4202), NAD 83 COORDINATES. DISTANCES AND AREA SHOWN HEREON ARE SURFACE UTILIZING A COMBINED SCALE FACTOR of 1.00010712.
THE SURVEYOR DID NOT ABSTRACT THE SUBJECT TRACTS.
A DESCRIPTION OF SAME SURVEY DATE HEREWITH ACCOMPANIES THIS DRAWING.
SURVEYED ON THE GROUND OCTOBER-DECEMBER 2021, JUNE 2022, AND JUNE 2023.
N
SCALE
0' 100' 200'
stv
110A Roundabout Drive
Midlothian, Texas 76065
TBPELS 10194115
214.638.0500
2100601 05/10/2024 PAGE 3 OF 5

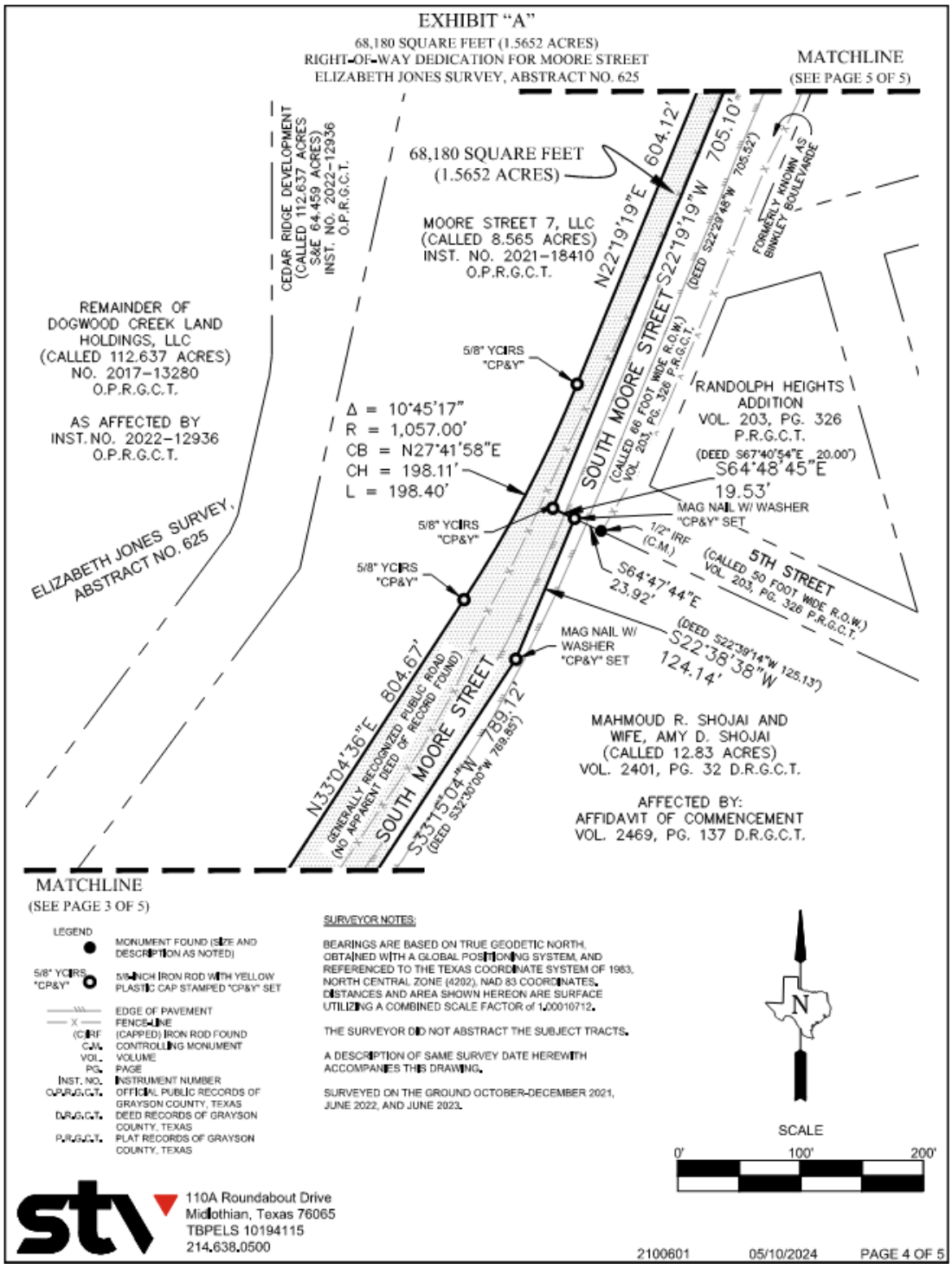


EXHIBIT "A"
68,180 SQUARE FEET (1.5652 ACRES)
RIGHT-OF-WAY DEDICATION FOR MOORE STREET
ELIZABETH JONES SURVEY, ABSTRACT NO. 625
MATCHLINE
(SEE PAGE 5 OF 5)
68,180 SQUARE FEET
(1.5652 ACRES)
CEDAR RIDGE DEVELOPMENT
(CALLED 112.637 ACRES)
S&E 64.459 ACRES)
INST. NO. 2022-12936
O.P.R.G.C.T.
MOORE STREET 7, LLC
(CALLED 8.565 ACRES)
INST. NO. 2021-18410
O.P.R.G.C.T.
REMAINDER OF
DOGWOOD CREEK LAND
HOLDINGS, LLC
(CALLED 112.637 ACRES)
NO. 2017-13280
O.P.R.G.C.T.
AS AFFECTED BY
INST. NO. 2022-12936
O.P.R.G.C.T.
ELIZABETH JONES SURVEY,
ABSTRACT NO. 625
N22°19'19"E 604.12'
S22°19'19"W 705.10'
(DEED S22°39'48"W 705.52')
FORMERLY KNOWN AS
BINKLEY BOULEVARD
SOUTH MOORE STREET
(CALLED 66 FOOT WIDE R.O.W.)
VOL. 203, PG. 326 P.R.G.C.T.
5/8" YCIRS
"CP&Y"
Δ = 10°45'17"
R = 1,057.00'
CB = N27°41'58"E
CH = 198.11'
L = 198.40'
RANDOLPH HEIGHTS
ADDITION
VOL. 203, PG. 326
P.R.G.C.T.
(DEED S67°40'54"E 20.00')
S64°48'45"E
19.53'
MAG NAIL W/ WASHER
"CP&Y" SET
1/2" IRF
(C.M.)
5TH STREET
(CALLED 50 FOOT WIDE R.O.W.)
VOL. 203, PG. 326 P.R.G.C.T.
S64°47'44"E
23.92'
(DEED S22°39'14"W 125.13')
S22°38'38"W
124.14'
MAG NAIL W/
WASHER
"CP&Y" SET
N33°04'36"E 804.67'
GENERALLY RECOGNIZED PUBLIC ROAD
(NO APPARENT DEED OF RECORD FOUND)
SOUTH MOORE STREET
S33°15'04"W 769.12'
(DEED S32°30'00"W 769.85')
MAHMOUD R. SHOJAI AND
WIFE, AMY D. SHOJAI
(CALLED 12.83 ACRES)
VOL. 2401, PG. 32 D.R.G.C.T.
AFFECTED BY:
AFFIDAVIT OF COMMENCEMENT
VOL. 2469, PG. 137 D.R.G.C.T.
MATCHLINE
(SEE PAGE 3 OF 5)
LEGEND
MONUMENT FOUND (SIZE AND DESCRIPTION AS NOTED)
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EDGE OF PAVEMENT
FENCE LINE
(CIRF) (CAPPED) IRON ROD FOUND
C.M. CONTROLLING MONUMENT
VOL. VOLUME
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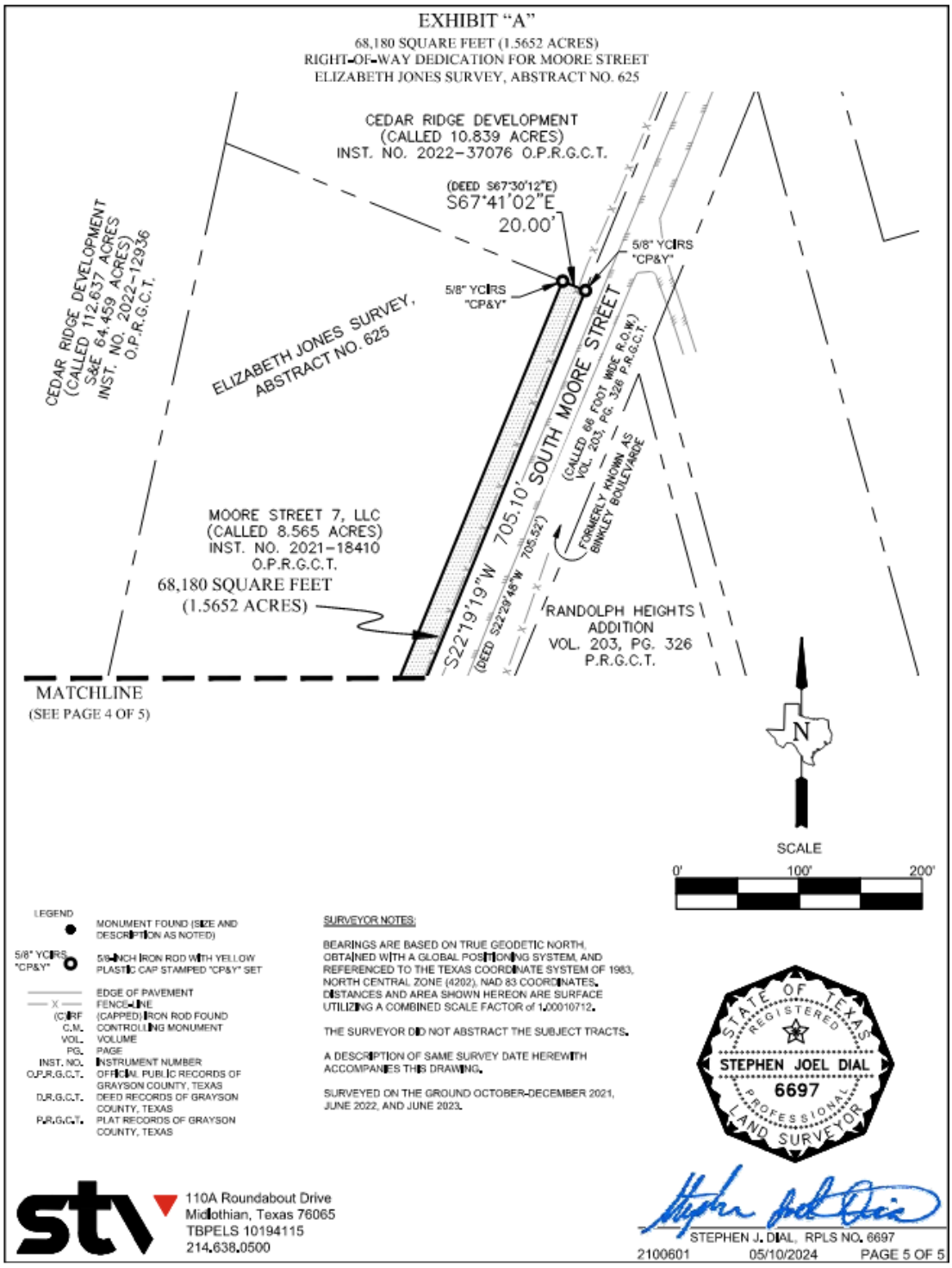
THE SURVEYOR DID NOT ABSTRACT THE SUBJECT TRACTS.
A DESCRIPTION OF SAME SURVEY DATE HEREWITH ACCOMPANIES THIS DRAWING.
SURVEYED ON THE GROUND OCTOBER-DECEMBER 2021, JUNE 2022, AND JUNE 2023.
N
SCALE
0'
100'
200'
stv
110A Roundabout Drive
Midlothian, Texas 76065
TBPELS 10194115
214.638.0500
2100601
05/10/2024
PAGE 4 OF 5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68,180 SQUARE FEET (1.5652 ACRES)
RIGHT-OF-WAY DEDICATION FOR MOORE STREET
ELIZABETH JONES SURVEY, ABSTRACT NO. 625
CEDAR RIDGE DEVELOPMENT
(CALLED 10.839 ACRES)
INST. NO. 2022-37076 O.P.R.G.C.T.
(DEED S67°30'12"E)
S67°41'02"E
20.00'
5/8" YCIRS "CP&Y"
5/8" YCIRS "CP&Y"
CEDAR RIDGE DEVELOPMENT (CALLED 112.637 ACRES S&E 64.459 ACRES) INST. NO. 2022-12936 O.P.R.G.C.T.
ELIZABETH JONES SURVEY, ABSTRACT NO. 625
SOUTH MOORE STREET
(CALLED 66 FOOT WIDE R.O.W.) VOL. 203, PG. 326 P.R.G.C.T.
FORMERLY KNOWN AS BINKLEY BOULEVARD
MOORE STREET 7, LLC
(CALLED 8.565 ACRES)
INST. NO. 2021-18410
O.P.R.G.C.T.
68,180 SQUARE FEET
(1.5652 ACRES)
S22°19'19"W 705.10'
(DEED S22°29'48"W 705.52')
RANDOLPH HEIGHTS ADDITION
VOL. 203, PG. 326
P.R.G.C.T.
MATCHLINE
(SEE PAGE 4 OF 5)
N
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MONUMENT FOUND (SIZE AND DESCRIPTION AS NOTED)
5/8" YCIRS "CP&Y"
5/8-INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "CP&Y" SET
EDGE OF PAVEMENT
FENCE LINE
(CIRF) (CAPPED) IRON ROD FOUND
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INST. NO. INSTRUMENT NUMBER
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SURVEYED ON THE GROUND OCTOBER-DECEMBER 2021, JUNE 2022, AND JUNE 2023.
STATE OF TEXAS
REGISTERED
STEPHEN JOEL DIAL
6697
PROFESSIONAL
LAND SURVEYOR
stv
110A Roundabout Drive
Midlothian, Texas 76065
TBPELS 10194115
214.638.0500
STEPHEN J. DIAL, RPLS NO. 6697
2100601
05/10/2024
PAGE 5 OF 5

Sherman
CLASSIC TOWN. BROAD HORIZON.

Memorandum of Agreement

The City of Sherman ("CITY") and MOORE STREET 7, LLC, a Texas limited liability company (collectively the "Owner") have reached a mutual agreement pertaining to CITY's request for a **Right of Way dedication** over and across Owner's property as described in the attached documents (the "Property"), in association with CITY's **Moore Street-Park Street to Center Street**.
The general terms of the AGREEMENT are as follows:

- The Owner shall convey a **Right of Way dedication** across the Property to CITY consisting of more or less **1.5652** acres (68,180 sq. ft) of land more specifically described in Exhibit "A" of said dedication document. The dedication will be acquired by CITY for a total purchase price of **Two Hundred Thousand and no/100. ($200,000.00).**

- The Owner agrees to execute CITY's dedication document attached hereto.

- CITY shall close and fund the purchase of the dedication rights within a reasonable time period upon (i) the complete execution of the AGREEMENT and (ii) the effectuation of any subordinations or releases as required.

- CITY shall remove and replace gate and barbed wire fence along property.

AGREED AND ACCEPTED:

"OWNER"

By: _____

Name: Charles Dupuis

Date: 9/11, 2025

By: _____

Name: Daniel White

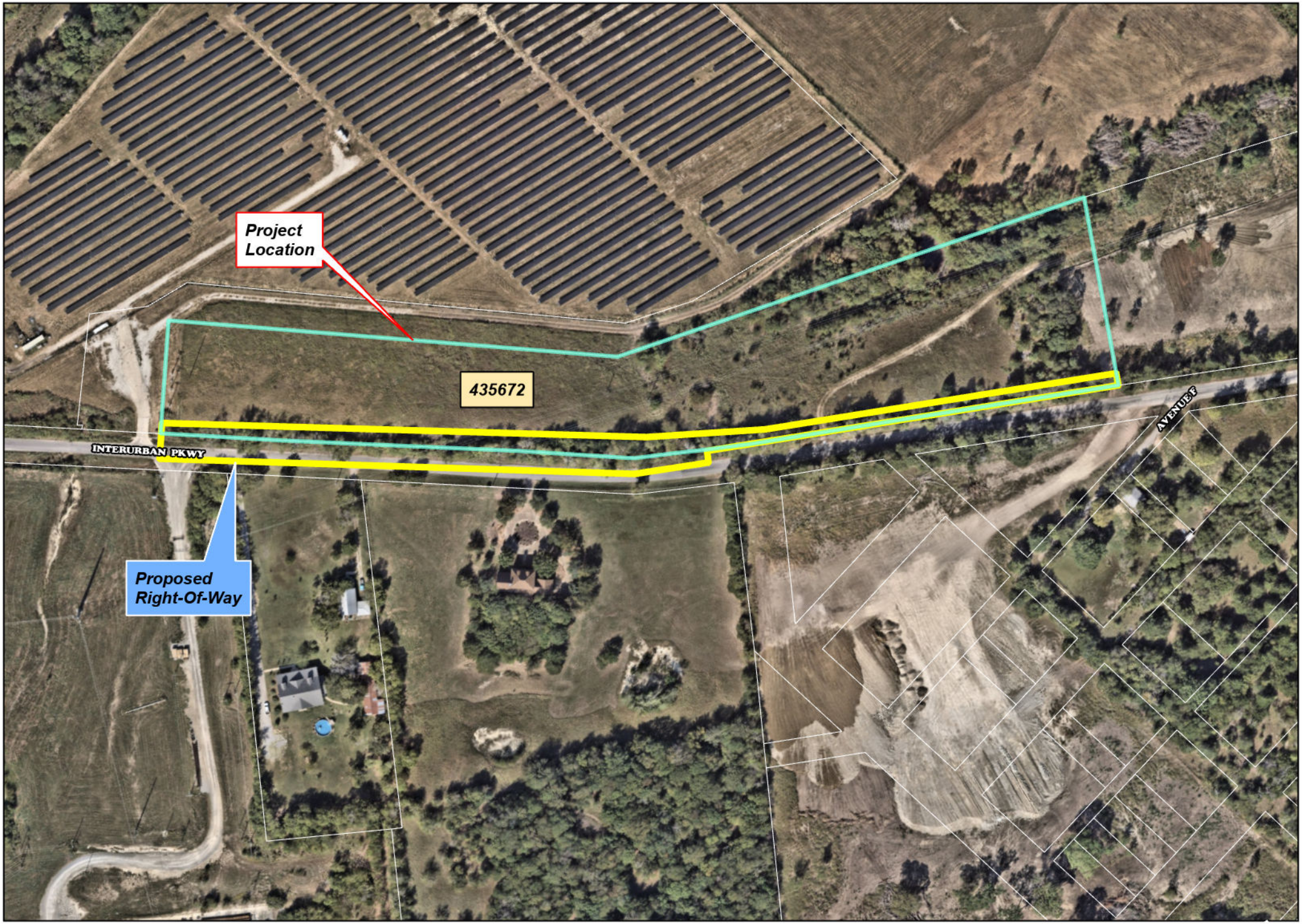
Date: 9/11, 2025

"CITY"

By: _____

Name: _____

Date: _____, 2025



Sherman Development Engineering Group

Right-Of-Way Acquisition
Property ID 435672

1" = 200'

NORTH

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVERS' LICENSE NUMBER.

After Recording Return to:
City of Sherman
Office of the City Attorney
P. O. Box 1106
Sherman, TX 75091-1106

SPECIAL WARRANTY DEED

STATE OF TEXAS §
§ KNOW ALL PERSONS BY THESE PRESENTS:
COUNTY OF GRAYSON §

As used herein, the following terms shall have the following meanings:

Effective Date: _____, 2025

Grantor: **MOORE STREET 7, LLC, a Texas limited liability company**

Grantor's Mailing Address: 2114 Jeremy Circle
Sherman, Texas 75092

Grantee: CITY OF SHERMAN, TEXAS, a home-rule municipality

Grantee's Mailing Address: P.O. Box 1106
Sherman, TX 75091

Consideration: TEN DOLLARS ($10.00) cash and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged

Property (including any improvements):

1.5652 ± acres of land, situated in the Elizabeth Jones Survey, Abstract No. 625, City of Sherman, Grayson County, Texas, as more particularly described and depicted in Exhibit A, attached hereto and incorporated herein for all purposes ("Property").

This conveyance shall include all and singular the rights and appurtenances pertaining to the Property, including any right, title and interest in and to adjacent streets, roads, alleys or rights-of-way; all oil, gas and other minerals; and any improvements, fixtures, and personal property situated on or attached to the Property.

Reservations from and Exceptions to Conveyance and Warranty:

Permitted Encumbrances, if any, listed on Exhibit B, attached hereto and incorporated herein for all purposes.

Grantor, for the Consideration and subject to the Reservations from and Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's successors and assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrators, successors and assigns to warrant and forever defend all and singular the Property to Grantee and Grantee's successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof when the claim is by, through or under Grantor but not otherwise, except as to the Reservations from and Exceptions to Conveyance and Warranty.

Each individual executing this instrument on behalf of Grantor represents that all appropriate and necessary actions have been taken to authorize the individual who is executing this instrument to do so for and on behalf of Grantor, that there are no other parties or entities required to execute this instrument in order for the same to be an authorized and binding agreement on Grantor and that the individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the date hereof.

It is understood and agreed that the consideration received by Grantor hereunder includes adequate compensation for the grant of the rights hereunder and for all damages arising out of the construction, reconstruction, repair, operation and maintenance of roadway or other public facilities.

This instrument shall be binding on, and inure to the benefit of, Grantee and Grantor and their respective successors or assigns.

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

When the context requires, singular nouns and pronouns include the plural.

[*Signature pages follow*.]

EXECUTED on the dates of the acknowledgments, but to be EFFECTIVE on the _____ day of _____, 2025.

GRANTOR:

MOORE STREET 7, LLC,
a Texas limited liability company

By:_____

Name _Charles Dupuis_____

Title:__Member_____

By:_____

Name _Daniel White_____

Title:__Member_____

ACKNOWLEDGEMENT

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

BEFORE ME, the undersigned authority, on this day personally appeared **CHARLES DUPUIS** known to me to be one of the persons whose names are subscribed to the foregoing instrument; he acknowledged to me that he is a member and duly authorized representative of **MOORE STREET 7, LLC a Texas limited liability company**, and that he executed the same for the purposes and consideration therein stated and in the capacity therein stated as the act and deed of said company.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, on this the _____ day of _____, 2025.

_____
NOTARY PUBLIC, STATE OF TEXAS

Notary's commission expires: _____

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

BEFORE ME, the undersigned authority, on this day personally appeared **DANIEL WHITE** known to me to be one of the persons whose names are subscribed to the foregoing instrument; he acknowledged to me that he is a member and duly authorized representative of **MOORE STREET 7, LLC a Texas limited liability company**, and that he executed the same for the purposes and consideration therein stated and in the capacity therein stated as the act and deed of said company.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, on this the _____ day of _____, 2025.

_____
NOTARY PUBLIC, STATE OF TEXAS

Notary's commission expires: _____

AGREED AND ACCEPTED:

CITY OF SHERMAN, TEXAS

By: _____
Zachary Flores, City Manager

STATE OF TEXAS §
§
COUNTY OF GRAYSON §

BEFORE ME, the undersigned authority, on this day personally appeared **ZACHARY FLORES**, known to me to be one of the persons whose names are subscribed to the foregoing instrument; he acknowledged to me that he is the City Manager and duly authorized representative of the **CITY OF SHERMAN, TEXAS**, a home-rule municipality, and that he executed the same for the purposes and consideration therein stated and in the capacity therein stated as the act and deed of the City of Sherman, Texas.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of office this _____ day of _____, 2025.

_____
Notary Public, State of Texas
My Commission Expires:_____

ATTEST:

BY: _____
City Clerk

APPROVED AS TO FORM AND
CONTENT:
Abernathy, Roeder, Boyd & Hullett, P.C.

By: _____

Name: _____
City Attorney

Exhibit B
Permitted Exceptions

1. Grantor specifically reserves from this conveyance all its rights, title and interest in all oil, gas and other minerals in and under the Property, provided that Grantor shall not be permitted to, and shall not allow any party to, drill or excavate for oil, gas and other minerals on or from the surface of the Property, but Grantor may extract oil, gas or other minerals from and under the Property by directional drilling or other means that do not interfere with or disturb Grantee's use of the Property

EXHIBIT "A"
68,180 SQUARE FEET (1.5652 ACRES)
RIGHT-OF-WAY DEDICATION FOR MOORE STREET
ELIZABETH JONES SURVEY, ABSTRACT NO. 625

BEING a 68,180 square foot (1.5652 acre) tract of land situated in the Elizabeth Jones Survey, Abstract No. 625, in the City of Sherman, Grayson County, Texas, and being a part of a called 8.565 acre tract of land described in a Warranty Deed to Moore Street 7, LLC, as recorded in Instrument Number 2021-18410 of the Official Public Records of Grayson County, Texas (O.P.R.G.C.T.), and being more particularly described by metes and bounds as follows:

COMMENCING at a 5/8-inch iron rod (controlling monument) found for the southwest corner of said 8.565 acre tract, same being an inner Ell corner of a called 112.637 acre tract of land (save and except 64.459 acres) described in a Special Warranty Deed to Cedar Ridge Development, as recorded in Instrument Number 2022-12936, O.P.R.G.C.T.;

THENCE South 54 degrees 55 minutes 13 seconds East, with the common southwest line of said 8.565 acre tract, and the northeast line of said save and except 64.459 acre tract, a distance of 170.83 feet to a 5/8-inch iron rod with yellow cap stamped "CP&Y" set for corner at the **POINT OF BEGINNING**;

THENCE departing the northeast line of said save and except 64.459 acre tract, over and across said 8.565 acre tract, the following three (3) courses and distances:

1. North 33 degrees 04 minutes 36 seconds East, a distance of 804.67 feet to 5/8-inch iron rod with yellow cap stamped "CP&Y" set (herein referred to as capped iron rod set) for corner at the beginning of a tangent curve to the left;

2. With said tangent curve to the left, through a central angle of 10 degrees 45 minutes 17 seconds, a radius of 1,057.00 feet, a chord that bears North 27 degrees 41 minutes 58 seconds East, a distance of 198.11 feet, and an arc length of 198.40 feet to a capped iron rod set at the end of said curve;

3. North 22 degrees 19 minutes 19 seconds East, a distance of 604.12 feet to a capped iron rod set on the northeast line of said 8.565 acre tract, same being in the southwest line of a called 10.839 acre tract of land described in a Warranty Deed to Cedar Ridge Development, as recorded in Instrument Number 2022-37076, O.P.R.G.C.T.;

THENCE South 67 degrees 41 minutes 02 seconds East, with the common northeast line of said 8.565 acre tract and the southwest line of said 10.839 acre tract, a distance of 20.00 feet to a 5/8-inch iron rod with yellow cap stamped "CP&Y" set for the northeast corner of said 8.565 acre tract, the southeast corner of said 10.839 acre tract, being in the northwest right-of-way (R.O.W.) line of Binkley Boulevard (66-foot width R.O.W.) (now known as South Moore Street), according to the Plat of Randolph Heights Addition, an addition to the City of Sherman, Texas, recorded in Volume 203, Page 326 of the Plat Records of Grayson County, Texas (P.R.G.C.T.);

THENCE South 22 degrees 19 minutes 19 seconds West, with the common southeast line of said 8.565 acre tract and the northwest R.O.W. line of said South Moore Street, a distance of 705.10 feet to a 5/8-inch iron rod with yellow cap stamped "CP&Y" set for an Ell corner in said common line, being in the southwest R.O.W. line of 5th Street (50-foot width R.O.W.), according to the Plat of said Randolph Heights Addition;

THENCE South 64 degrees 48 minutes 45 seconds East, with the common northeast line of said 8.565 acre tract and the southwest R.O.W. line of said 5th Street, a distance of 19.53 feet to a MAG Nail with washer stamped "CP&Y" set for an Ell corner of said 8.565 acre tract, and the northwest corner of a called 12.83 acre tract of land described in a Warranty Deed to Mahmoud R. Shojai and wife, Amy D. Shojai, as recorded in Volume 2401, Page 32 of the Deed Records of Grayson County, Texas

(D.R.G.C.T.), being in the paving of South Moore Street (a generally recognized public road) (no apparent deed of record found), from which a 1/2-inch iron rod (controlling monument) found bears, South 64 degrees 47 minutes 44 seconds East, 23.92 feet;

THENCE South 22 degrees 38 minutes 38 seconds West, departing the southwest R.O.W. line of said 5th Street, with the common southeast line of said 8.565 acre tract, the northwest line of said 12.83 acre tract, and the approximate center of said South Moore Street, a distance of 124.14 feet to a MAG Nail with washer stamped “CP&Y” set for corner;

THENCE South 33 degrees 15 minutes 04 seconds West, continuing with said common line, a distance of 789.12 feet to a 5/8-inch iron rod with yellow cap stamped “CP&Y” set for corner at the southeast corner of said 8.565 acre tract, the most southerly northeast corner of said save and except 64.459 acre tract, and in the northwest line of said 7.34 acre tract;

THENCE North 54 degrees 55 minutes 13 seconds West, departing the northwest line of said 7.34 acre tract, with the common southwest line of said 8.565 acre tract, and the northeast line of said save and except 64.459 acre tract, a distance of 59.38 feet to the **POINT OF BEGINNING** of herein described tract, containing within the metes recited a total of 68,180 square feet (1.5652 acres) of land.

SURVEYOR NOTES:

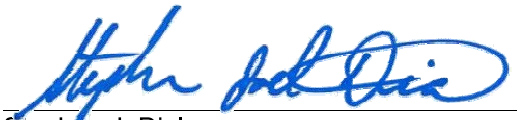
Basis of Bearings: Texas Coordinate System of 1983, North Central Zone No. 4202, North American Datum (NAD83), 2011 Adjustment, Epoch (2010.0). All distances and areas shown are surface and utilizing a combined scale factor of 1.00010712. Unit of measure is U.S. Survey Foot.

The surveyor did not abstract the subject tracts.

A parcel plat of even date was prepared in conjunction with this property description.

Surveyed on the ground October-December 2021, June 2022, and June 2023.

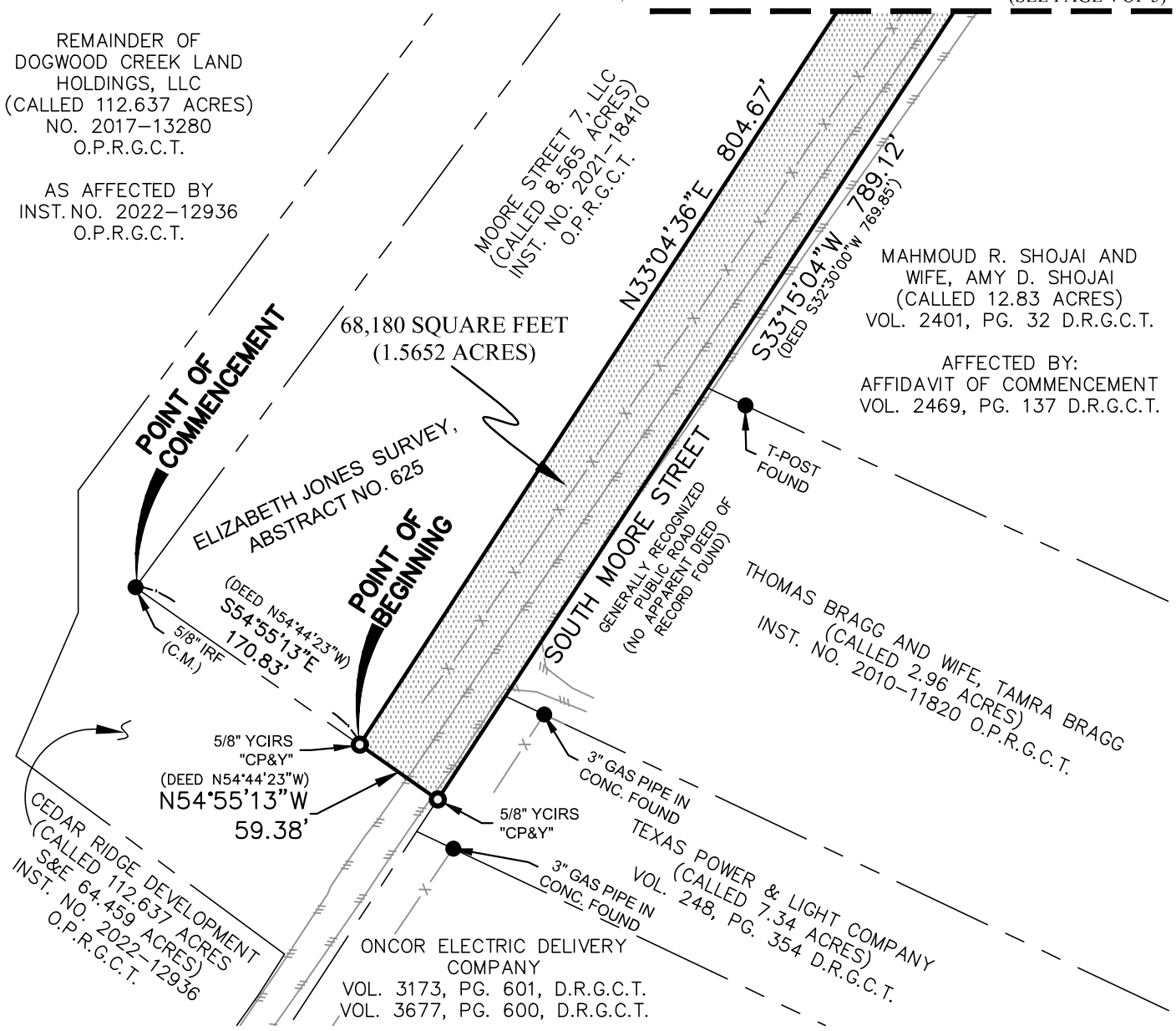
I, Stephen J. Dial, a Registered Professional Land Surveyor in the State of Texas, hereby certify that this description and the exhibit attached hereto were prepared from an actual survey of the property preformed on the ground and that the same is true and correct.



Stephen J. Dial
Registered Professional Land Surveyor
Texas No. 6697
Date: May 10, 2024
STV, Inc.
110A Roundabout Drive
Midlothian, TX 76065
TBPELS Firm Registration No. 10194115

EXHIBIT "A"

68,180 SQUARE FEET (1.5652 ACRES)
RIGHT-OF-WAY DEDICATION FOR MOORE STREET
ELIZABETH JONES SURVEY, ABSTRACT NO. 625



LEGEND

●	MONUMENT FOUND (SIZE AND DESCRIPTION AS NOTED)
5/8" YCIRS "CP&Y"	5/8-INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "CP&Y" SET
	EDGE OF PAVEMENT
— X —	FENCE-LINE
(C)IRF	(CAPPED) IRON ROD FOUND
C.M.	CONTROLLING MONUMENT
VOL.	VOLUME
PG.	PAGE
INST. NO.	INSTRUMENT NUMBER
O.P.R.G.C.T.	OFFICIAL PUBLIC RECORDS OF GRAYSON COUNTY, TEXAS
D.R.G.C.T.	DEED RECORDS OF GRAYSON COUNTY, TEXAS
P.R.G.C.T.	PLAT RECORDS OF GRAYSON COUNTY, TEXAS

SURVEYOR NOTES:

BEARINGS ARE BASED ON TRUE GEODETIC NORTH, OBTAINED WITH A GLOBAL POSITIONING SYSTEM, AND REFERENCED TO THE TEXAS COORDINATE SYSTEM OF 1983, NORTH CENTRAL ZONE (4202), NAD 83 COORDINATES. DISTANCES AND AREA SHOWN HEREON ARE SURFACE UTILIZING A COMBINED SCALE FACTOR of 1.00010712.

THE SURVEYOR DID NOT ABSTRACT THE SUBJECT TRACTS.

A DESCRIPTION OF SAME SURVEY DATE HEREWITH ACCOMPANIES THIS DRAWING.

SURVEYED ON THE GROUND OCTOBER-DECEMBER 2021, JUNE 2022, AND JUNE 2023.

SCALE

0' 100' 200'

stv
110A Roundabout Drive
Midlothian, Texas 76065
TBPELS 10194115
214.638.0500

EXHIBIT "A"

68,180 SQUARE FEET (1.5652 ACRES)
RIGHT-OF-WAY DEDICATION FOR MOORE STREET
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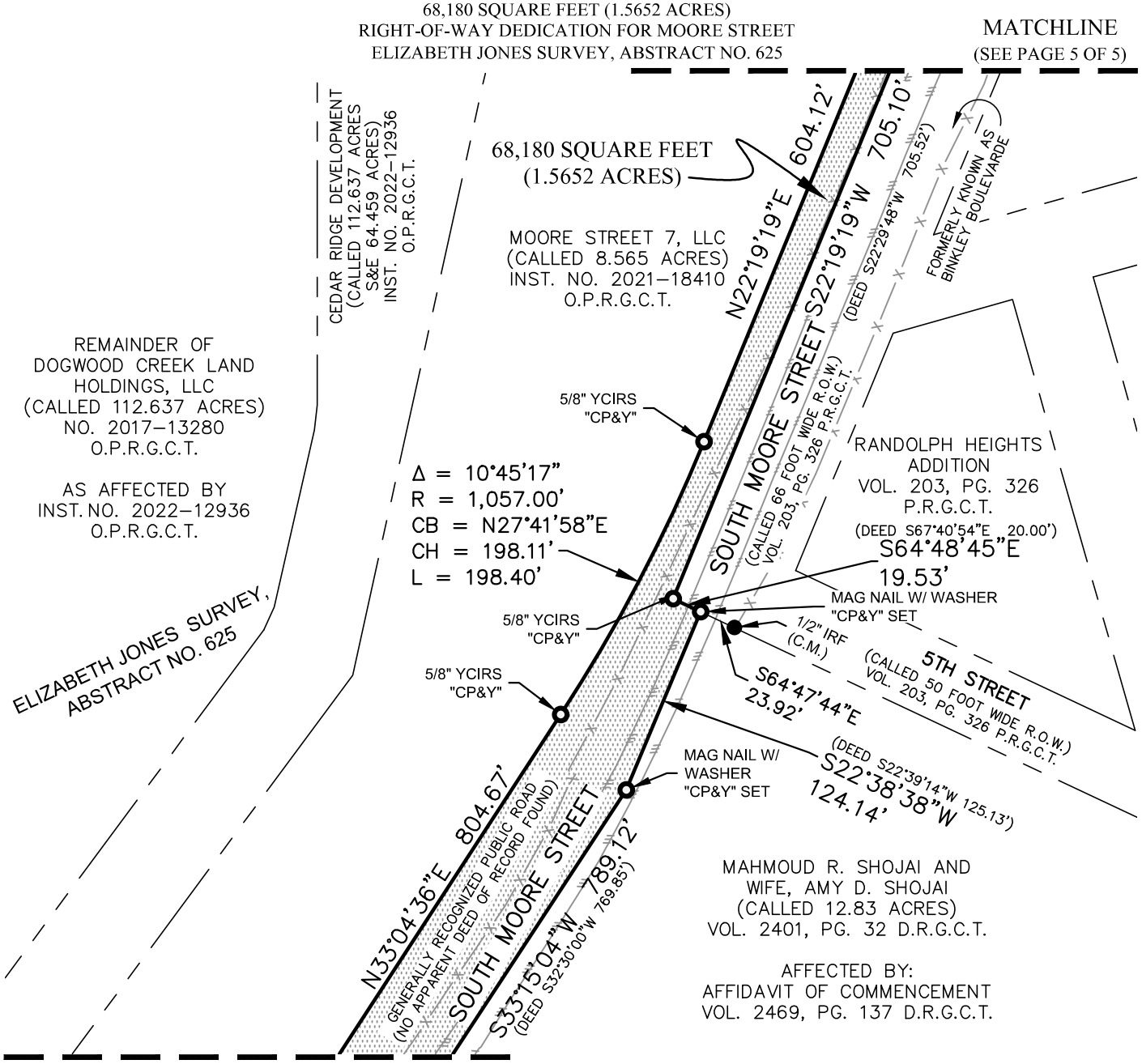

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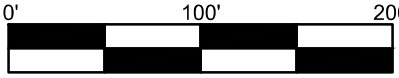
SCALE



110A Roundabout Drive
Midlothian, Texas 76065
TBPELS 10194115
214.638.0500

EXHIBIT "A"

68,180 SQUARE FEET (1.5652 ACRES)
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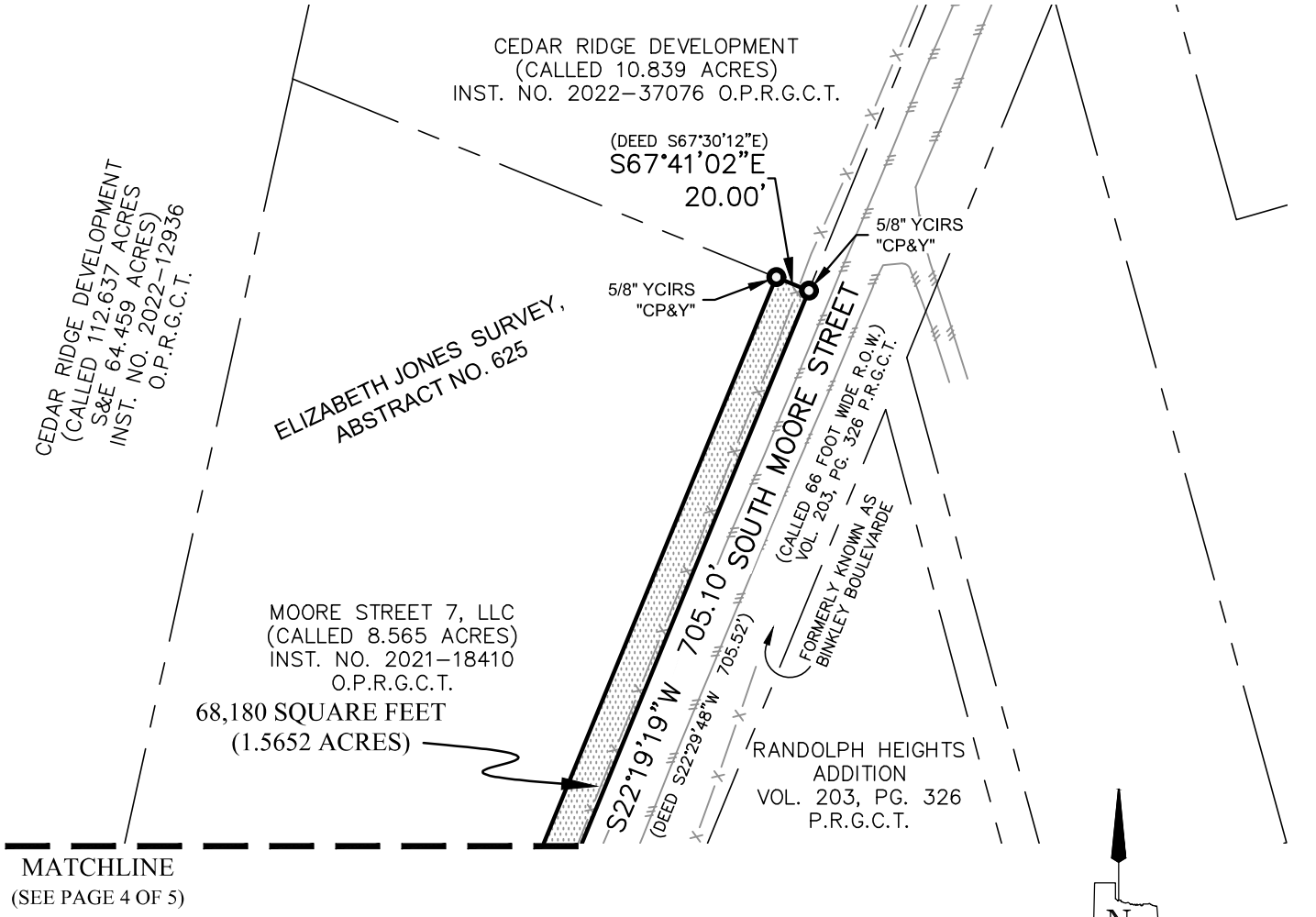

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THE SURVEYOR DID NOT ABSTRACT THE SUBJECT TRACTS.

A DESCRIPTION OF SAME SURVEY DATE HEREWITH ACCOMPANIES THIS DRAWING.

SURVEYED ON THE GROUND OCTOBER-DECEMBER 2021, JUNE 2022, AND JUNE 2023.

STATE OF TEXAS
REGISTERED
STEPHEN JOEL DIAL
6697
PROFESSIONAL
LAND SURVEYOR

stv
110A Roundabout Drive
Midlothian, Texas 76065
TBPELS 10194115
214.638.0500

STEPHEN J. DIAL, RPLS NO. 6697

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting Agenda Item No. H.5.

Meeting Date: 10/6/2025

Prepared By: Wayne Lee, Director of Engineering

Approved By: Zachary Flores, Acting City Manager

Caption:

RESOLUTION NO. 7581

Awarding a Bid to and Authorizing Execution of a Contract with Lynn Vessels Construction, LLC Based on an Invitation to Bid for the Aston Drive Drainage and Roadway Improvements

Issue:

To consider awarding a best value bid to and authorizing execution of a contract with Lynn Vessels Construction, LLC of Sherman, Texas, based on an invitation to bid for the Aston Drive Drainage and Roadway Improvements project.

Background:

As part of the Development Agreement with Sherman Crossroads, the City will be providing necessary public infrastructure improvements to be completed within 24 months of June 2025 on the property on the north side of FM 1417 just west of Crossroads.

The improvements include:

- Dredging and filling an existing retention/detention pond and excavating a new retention/detention pond which will require approximately 235,000 cubic yards of excavation and approximately 90,000 cubic yards of offsite fill dirt.
- The construction of Aston Drive from FM 1417 to Crossroads as commercial collector roadway 45-feet wide and approximately 2,200 feet long which includes a 12-inch water main along the length of Aston Drive.
- The construction of underground public drainage systems requiring the installation of over 6,000 LF of storm drainage lines including over 4,000 LF of box culverts ranging in size up to 10’ x 10’ and large cast-in-place junction boxes and associated headwalls.
- The installation of a new Traffic Signal at the new intersection of Aston Drive and FM 1417.

On September 9, 2025, a public bid opening was held. Three (3) bidders responded to the request for best value bid submittals. Best value scoring consisted of bid price at 60%, contractor qualifications at 20%, contractor's safety record at 10%, and time to complete the project at 10%. City staff and the design engineer met and scored each submitting contractor. The best scoring submitter was Lynn Vessels Construction, LLC of Sherman, Texas who provided completing the project the quickest and also provided the lowest, responsible, responsive bid in the amount of $11,998,085.87.

A bid tabulation and a recommendation letter from the design engineer with the best value scoring is attached.

Capital Improvement Program:

24-047

Origination:
Engineering Department

Financial Consideration:
Funding needed for this project is $11,998,085.87.

Staff Recommendation:
It is recommended that the best value bid be awarded for the Aston Drive Drainage and Roadway Improvements to Lynn Vessels Construction, LLC, for providing, in the opinion of City staff and the design engineer, the highest ranking score. It is also recommended that the City Manager be authorized to execute the required contract documents.

Alternatives:
As may be directed by City Council

Attachments:
1. Resolution No. 7581
2. Signed Agreement
3. Bid Tabulation
4. Letter of Recommendation
5. Location Map - Ashton Drive Improvements

RESOLUTION NO. 7581

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AWARDING A BID TO AND AUTHORIZING EXECUTION OF A CONTRACT WITH LYNN VESSELS CONSTRUCTION, LLC BASED ON AN INVITATION TO BID FOR THE ASTON DRIVE DRAINAGE AND ROADWAY IMPROVEMENTS; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS:

SECTION 1. That Lynn Vessels Construction, LLC of Sherman, Texas, is hereby awarded the bid and the City of Sherman hereby approves the contract with Lynn Vessels Construction, LLC, in the amount of Eleven Million Nine Hundred Ninety-Eight Thousand Eighty-Five Dollars and Eighty-Seven Cents ($11,998,085.87) for the Aston Drive Drainage and Roadway Improvements; and that the City Manager be and is hereby authorized and directed, subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to execute a contract with Lynn Vessels Construction, LLC, for the construction of the aforementioned improvements, in accordance with all contract documents attached hereto and made a part hereof for all purposes.

SECTION 2. That it is hereby officially found and determined that the meeting at which this resolution is passed is open to the public and that public notice of the time, place, and purpose of said meeting was given as required by law.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS on this the 6th day of October 2025.

CITY OF SHERMAN, TEXAS

ATTEST:

BY: _____
TERI FINE, CITY CLERK

BY: _____
SHAWN TEAMANN, MAYOR

APPROVED AS TO FORM
AND CONTENT:
THE LAW FIRM OF ABERNATHY,
ROEDER, BOYD & HULLETT, P.C.

BY: _____
RYAN D. PITTMAN, CITY ATTORNEY

AGREEMENT

THIS AGREEMENT is by and between the CITY OF SHERMAN, TEXAS, a home-rule municipality (the "CITY"), and Lynn Vessels Construction, LLC, a corporation (the "CONTRACTOR"). CITY and CONTRACTOR are sometimes referred to collectively as the "parties" or individually as a "party."

CITY and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, agree as follows:

Article 1. **WORK**

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents (hereinafter defined) and shall furnish all personnel, labor, equipment, supplies and all other items necessary to provide the services and deliverables as specified by the terms and conditions of the Contract Documents (collectively, the "Work"). The Work is generally described as follows:

Aston Drive Drainage & Roadway Improvements

Article 2. **ENGINEER**

The Project has been designed by Kimley-Horn and Associates, who is hereinafter called ENGINEER and who is to act as CITY'S representative, assume all duties and responsibilities and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

Article 3. **CONTRACT TIME**

3.1 The Work must be substantially completed and ready for final payment within the number of calendar days indicated in the Bid Submittal from the date when the Contract Time commences to run, as provided in the General Conditions.

3.2 Liquidated Damages. CITY and CONTRACTOR recognize that time is of the essence of this Agreement and that CITY will suffer financial loss and actual damages if the Work is not completed within the time specified above, plus any extensions thereof allowed in accordance with the General Conditions. The parties also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss and damages suffered by CITY if the Work is not completed on time. The exact amount of such loss and damages will be difficult to ascertain. Accordingly, instead of requiring any such proof, CITY and CONTRACTOR agree that CONTRACTOR shall pay CITY $ 1,200.00 for each calendar day in which the Work is not completed, not as a penalty but as liquidated damages for the loss and damages that would be suffered by CITY as a result of delay for each and every calendar day that the CONTRACTOR shall have failed to have completed the Work as required herein.

Article 4. **CONTRACT PRICE**

CITY shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents in current funds as follows:

At the unit prices shown on the Unit Price Bid Schedule included in the Contract Documents.

Article 5. **PAYMENT PROCEDURES**

CONTRACTOR shall submit an Application for Payment in accordance with the General Conditions. Applications for Payment will be processed by ENGINEER, as provided in the Special Provisions.

CONTRACTOR and CITY acknowledge and agree that the continuation of this Agreement after the close of any given fiscal year of CITY, which fiscal year ends on September 30th of each year, shall be subject to Sherman City Council approval. In the event that the Sherman City Council does not approve the appropriation of funds for this 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, except that CITY shall be obligated to pay monies owed CONTRACTOR for Services it has provided pursuant to this Agreement through the end of that fiscal year provided that CONTRACTOR is not in breach of this Agreement.

Article 6. **INTEREST**

If the contract amount of this Agreement is less than $5,000,000, no interest will be paid to the CONTRACTOR on retained money. When the contract amount exceeds $5,000,000, no interest will be paid unless required by law.

Article 7. **CONTRACTOR'S REPRESENTATIONS**

In order to induce CITY to enter into this Agreement, CONTRACTOR makes the following representations:

7.1 CONTRACTOR has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that, in any manner, may affect cost, progress, performance or furnishing of the Work.

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

7.3 CONTRACTOR has reviewed and fully agrees to the limitation of liability provisions included in the Special Provisions.

7.4 CONTRACTOR certifies that they are eligible to be awarded government contracts. CONTRACTOR also certifies that any agreement entered into with a subcontractor will

contain a clause stating that the subcontractor is eligible to be awarded government contracts.

Article 8. **CONTRACT DOCUMENTS**

The "Contract Documents," which comprise the entire agreement between CITY and CONTRACTOR concerning the Work, consist of the following:

8.1 This Agreement
8.2 Solicitation for Bids
8.3 Instructions to Respondents
8.4 Certifications Required by Texas Law
8.5 Suspension and Debarment Certification
8.6 Bid Bond and Bid Bond POA
8.7 Statement of Respondent's Qualifications
8.8 Insurance Requirement Affidavit
8.9 Bid Submittal
8.10 Resolution of Award
8.11 Form 1295, Certificate of Interested Parties
8.12 Certificate of Insurance
8.13 Performance Bond and POA
8.14 Payment Bond and POA
8.15 Notice to Proceed
8.16 Closeout Documents
8.17 Special Provisions
8.18 Technical Specification prepared or issued by the City of Sherman dated 08/12/2025 .
8.19 Drawings, consisting of sheets numbered C-01 through C-110, S.100 through S.203, T-01 through T-23, inclusive with each sheet bearing the following general title: Construction Plans for Aston Drive Drainage & Roadway Improvements.
8.20 Addenda numbers 1 to 3 , inclusive.
8.22 The following, which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto:

All written Amendments, change orders, and other documents amending, modifying, or supplementing the Contract Documents pursuant to the Special Provisions. The parties understand and agree that deviations or modifications to the scope of Work described in the Contract Documents, in the form of one or more written Contingency Change Allowance or also change orders, may be authorized from time to time by CITY ("Change Orders"). "Extra" work, "claims" invoiced as "extra" work or "claims" which have not been issued as a duly executed, written Change Orders by the Sherman City Manager or his designee will not be authorized for payment and/or shall not become part of this Agreement. A duly executed, written Change Order shall be preceded by the City Council's authorization for the City Manager to execute said Change Order. CONTRACTOR agrees that CITY'S project managers are authorized to issue

Contingency Allowance Authorization but CITY'S project managers, superintendents and/or inspectors not authorized to issue verbal or written Change Orders.

There are no Contract Documents other than those listed above. The Contract Documents may only be amended, modified or supplemented, as outlined in this Agreement.

Article 9. **INDEMNITY**

CONTRACTOR HEREBY RELEASES AND SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS CITY AND ITS CITY COUNCIL MEMBERS, OFFICERS, AGENTS, REPRESENTATIVES AND EMPLOYEES (COLLECTIVELY REFERRED TO AS "CITY" FOR PURPOSES OF THIS SECTION) FROM AND AGAINST ALL DAMAGES, INJURIES (WHETHER IN CONTRACT OR IN TORT, INCLUDING PERSONAL INJURY AND DEATH), CLAIMS, PROPERTY DAMAGES (INCLUDING LOSS OF USE), LOSSES, DEMANDS, SUITS, ACTIONS, JUDGMENTS, LIENS, COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES AND EXPENSES (INCLUDING ATTORNEY'S FEES AND EXPENSES INCURRED IN ENFORCING THIS SECTION), THAT IN WHOLE OR IN PART ARISE OUT OF OR ARE CONNECTED WITH GOODS AND/OR SERVICES PROVIDED BY CONTRACTOR, ITS OFFICERS, AGENTS, REPRESENTATIVES, EMPLOYEES, SUBCONTRACTORS, LICENSEES, INVITEES OR ANY OTHER THIRD PARTIES FOR WHOM CONTRACTOR IS LEGALLY RESPONSIBLE (COLLECTIVELY REFERRED TO AS "CONTRACTOR" FOR PURPOSES OF THIS SECTION) PURSUANT TO THIS AGREEMENT AND/OR THE NEGLIGENT, GROSSLY NEGLIGENT AND/OR INTENTIONAL WRONGFUL ACT AND/OR OMISSION OF CONTRACTOR IN ITS/THEIR PERFORMANCE OF THIS AGREEMENT, REGARDLESS OF THE JOINT OR CONCURRENT NEGLIGENCE OF CITY (COLLECTIVELY, "CLAIMS"). THIS INDEMNIFICATION PROVISION AND THE USE OF THE TERM "CLAIMS" IS ALSO SPECIFICALLY INTENDED TO APPLY TO, BUT IS 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 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 CONTRACTOR'S OBLIGATION TO DEFEND CITY OR AS A WAIVER OF CONTRACTOR'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 DEFENSE OR 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 CONTRACTOR SHALL BE LIABLE FOR ALL COSTS INCURRED BY CITY.

THE RIGHTS AND OBLIGATIONS CREATED BY THIS SECTION SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

Article 10. **LIABILITY**

To the fullest extent permitted by law, CONTRACTOR shall be fully and solely responsible and liable for its own acts and omissions, including those of its officers, agents, representatives, employees, subcontractors, licensees, invitees and all other parties performing services for or on behalf of CONTRACTOR under this Agreement, and for any and all damage to CONTRACTOR's equipment and other property. CITY assumes no such responsibility or liability. CITY shall have no such responsibility or liability to either CONTRACTOR or its officers, agents, representatives, employees, subcontractors, licensees, invitees or other persons.

Article 11. **TERMINATION**

CITY is entitled to terminate this Agreement at any time for any reason or for no reason by giving CONTRACTOR at least thirty (30) days' prior written notice of the termination date.

CITY is entitled to terminate this Agreement immediately on breach of any term or provision of the Contract Documents by CONTRACTOR. If at any time during the term of this Agreement, CONTRACTOR shall fail to commence the work in accordance with the provisions of the Contract Documents or fail to diligently perform the work in an efficient, timely and careful manner and in strict accordance with the provisions of the Contract Documents, then CITY shall have the right to terminate this Agreement. Any such act by CITY shall not be deemed a waiver of any other right or remedy of CITY.

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 12. **MISCELLANEOUS**

12.1 Terms used in the Agreement will have the meanings indicated in the Special Provisions.

12.2 No assignment by a party hereto of any rights under or interests in the Contract

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

12.3 CONTRACTOR acknowledges and agrees that the existence of a prohibited interest during the term of this Agreement will render this Agreement voidable. CONTRACTOR further acknowledges and agrees that it also is aware of, and will abide by, the vendor disclosure requirements set forth in Chapter 176 of the Texas Local Government Code, as amended.

12.4 Each party represents and warrants to the other that it has the full power and authority to enter into and fulfill the obligations of this Agreement. The respective signatories to this Agreement, by affixing their signatures hereto, warrant and represent that they have the authority to bind their respective parties as duly authorized representatives thereof.

12.5 The parties acknowledge and agree that, in executing and performing this Agreement, CITY has not waived, nor shall be deemed to have waived, any defense or immunity, including governmental, sovereign and official immunity, that would otherwise be available to it or the City of Sherman against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the parties do not create any obligations, express or implied, other than those set forth herein.

12.6 In the event that 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 included in this Agreement.

12.7 If either party files any action or brings any proceeding against the other arising from this Agreement, then as between CITY and CONTRACTOR, the prevailing party shall be entitled to recover as an element of its costs of suit, and not as damages, reasonable and necessary attorneys' fees and litigation expenses both at trial and on appeal, subject to the limitations set forth in TEX. LOC. GOV'T CODE § 271.153, as it exists or may be amended, if applicable.

12.8 The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this Agreement, without regard to conflict of law principles. This Agreement is performable in Grayson County, Texas, and the exclusive venue for any action arising out of this Agreement shall be a court of appropriate jurisdiction in Grayson County, Texas.

12.9 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.

12.10 CONTRACTOR covenants and agrees that CONTRACTOR is an independent contractor and not an officer, agent, servant or employee of CITY; that CONTRACTOR shall have exclusive control of and exclusive right to control the details of the work performed hereunder and all persons performing the same; that the doctrine of respondent superior shall not apply as between CITY and CONTRACTOR, its officers, agents, employees, contractors, subcontractors and consultants; and that nothing herein shall be construed as creating a partnership or joint enterprise between CITY and CONTRACTOR.

12.11 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.

12.12 This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. An electronic mail and/or facsimile signature will also be deemed to constitute an original if properly executed and delivered to the other party.

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

Article 13. **OTHER PROVISIONS**

None.

IN WITNESS WHEREOF, CITY and CONTRACTOR have signed this Agreement in multiple copies. One counterpart each has been delivered to CITY, CONTRACTOR and ENGINEER. All portions of the Contract Documents have been signed or identified by CITY and CONTRACTOR or by ENGINEER on their behalf. The date this Agreement is signed by the last party to sign it (as indicated by the date associated with that party's signature below) will be deemed the effective date of this Agreement (the "Effective Date").

CITY: CITY OF SHERMAN, TEXAS

By: _____

Date: _____

Attest: _____

Address for giving notices:

220 W Mulberry St

Sherman, TX 75090

CONTRACTOR:
Lynn Vessels Construction, LLC

By: _____

Date: 9/18/2025

(Corporate Seal)

Attest: Megan Mackay

Address for giving notices:

P.O. Box 1212

SHERMAN, TX 75091-1212

Aston Drive Drainage & Roadway Improvements

BASE BID

Item No.	Description	Quantity	Unit	*Lynn Vessels Construction, LLC.* Unit Price	*Lynn Vessels Construction, LLC.* Total Amount	*McMahon Contracting, LP* Unit Price	*McMahon Contracting, LP* Total Amount	*Mario Sinacola & Sons Excavating, Inc.* Unit Price	*Mario Sinacola & Sons Excavating, Inc.* Total Amount
Base Bid - General Conditions									
GC1	MOBILIZATION	1	LS	$ 527,861.20	$ 527,861.20	$ 582,406.00	$ 582,406.00	$ 680,000.00	$ 680,000.00
GC2	CONSTRUCTION STAKING / LAYOUT	1	LS	$ 43,200.00	$ 43,200.00	$ 212,750.00	$ 212,750.00	$ 170,000.00	$ 170,000.00
GC3	TRAFFIC CONTROL	1	LS	$ 18,634.70	$ 18,634.70	$ 48,799.12	$ 48,799.12	$ 25,000.00	$ 25,000.00
GC4	TEMPORARY FIRE ACCESS ROAD (12" FLEX BASE)	4,730	LF	$ 28.60	$ 135,278.00	$ 41.17	$ 194,734.10	$ 35.00	$ 165,550.00
GC5	CONTINGENCY ALLOWANCE	1	LS	$ 700,000.00	$ 700,000.00	$ 700,000.00	$ 700,000.00	$ 700,000.00	$ 700,000.00
Base Bid - Erosion Control									
EC1	CONSTRUCTION ENTRANCE	3	EA	$ 2,430.00	$ 7,290.00	$ 2,587.50	$ 7,762.50	$ 3,000.00	$ 9,000.00
EC2	CONCRETE WASHOUT	3	EA	$ 1,180.00	$ 3,540.00	$ 1,150.00	$ 3,450.00	$ 2,000.00	$ 6,000.00
EC3	INLET PROTECTION	34	EA	$ 171.10	$ 5,817.40	$ 166.75	$ 5,669.50	$ 215.00	$ 7,310.00
EC4	ROCK CHECK DAM	2	EA	$ 1,296.00	$ 2,592.00	$ 1,380.00	$ 2,760.00	$ 1,600.00	$ 3,200.00
EC5	STONE OVERFLOW STRUCTURES	25	EA	$ 345.60	$ 8,640.00	$ 368.00	$ 9,200.00	$ 475.00	$ 11,875.00
EC6	CURLEX MATTING (W/ SEED)	11,960	SY	$ 1.63	$ 19,494.80	$ 1.74	$ 20,810.40	$ 1.71	$ 20,451.60
EC7	SILT FENCE	4,085	LF	$ 1.99	$ 8,129.15	$ 1.83	$ 7,475.55	$ 2.95	$ 12,050.75
EC8	SEDIMENT POND OUTFALL	1	EA	$ 6,490.00	$ 6,490.00	$ 18,254.60	$ 18,254.60	$ 25,000.00	$ 25,000.00
EC9	8" FAIRCLOTH SKIMMERS	5	EA	$ 9,558.00	$ 47,790.00	$ 11,730.00	$ 58,650.00	$ 14,000.00	$ 70,000.00
EC10	TEMPORARY WATER	292,710	SY	$ 0.48	$ 140,500.80	$ 0.45	$ 131,719.50	$ 0.25	$ 73,177.50
Base Bid - Relocation									
R1	RELOCATE EXISTING OPTIC FIBER LINE	365	LF	$ 43.20	$ 15,768.00	$ 2.15	$ 784.75	$ 35.00	$ 12,775.00
R2	RELOCATE EXISTING PULL BOX	2	EA	$ 375.84	$ 751.68	$ 400.20	$ 800.40	$ 1,450.00	$ 2,900.00
R3	RELOCATE EXISTING STREET LIGHT POLE	2	EA	$ 2,998.08	$ 5,996.16	$ 3,192.40	$ 6,384.80	$ 6,000.00	$ 12,000.00
R4	RELOCATE EXISTING STEEL VAULT WITH STEEL LID	1	EA	$ 648.00	$ 648.00	$ 6,785.00	$ 6,785.00	$ 5,900.00	$ 5,900.00
Base Bid - Demolition									
D1	FILL EXISTING DETENTION POND	73,470	CY	$ 0.54	$ 39,673.80	$ 2.78	$ 204,246.60	$ 5.00	$ 367,350.00
D2	DRAIN AND DEMUCK EXISTING POND	1	LS	$ 13,500.00	$ 13,500.00	$ 40,833.86	$ 40,833.86	$ 170,000.00	$ 170,000.00
D3	EX GRAVEL ROADWAY REMOVAL	150	SY	$ 8.10	$ 1,215.00	$ 9.30	$ 1,395.00	$ 7.00	$ 1,050.00
D4	FULL PANEL CONCRETE REMOVAL	4,660	SY	$ 5.67	$ 26,422.20	$ 16.82	$ 78,381.20	$ 10.00	$ 46,600.00
D5	FULL DEPTH SAWCUT FOR PAVEMENT REMOVAL	555	LF	$ 8.64	$ 4,795.20	$ 3.45	$ 1,914.75	$ 2.00	$ 1,110.00
D6	REMOVE AND DISPOSE OF EXISTING CONCRETE APRON	85	SY	$ 6.48	$ 550.80	$ 14.18	$ 1,205.30	$ 20.00	$ 1,700.00
D7	REMOVE EXISTING UGE LINE	545	LF	$ 11.88	$ 6,474.60	$ 23.00	$ 12,535.00	$ 10.00	$ 5,450.00
D8	REMOVE EXISTING TELECOMMUNICATIONS LINE	1,135	LF	$ 8.64	$ 9,806.40	$ 17.25	$ 19,578.75	$ 10.00	$ 11,350.00
D9	REMOVE EXISTING BUILDING	1	EA	$ 4,320.00	$ 4,320.00	$ 7,586.47	$ 7,586.47	$ 4,500.00	$ 4,500.00
D10	REMOVE EXISTING SPAN WIRE	140	LF	$ 2.14	$ 299.60	$ 2.28	$ 319.20	$ 7.00	$ 980.00
D11	REMOVE EXISTING SPAN WIRE POLE	2	EA	$ 1,290.60	$ 2,581.20	$ 2,242.50	$ 4,485.00	$ 1,000.00	$ 2,000.00
D12	REMOVE STOP SIGN	2	EA	$ 116.64	$ 233.28	$ 224.25	$ 448.50	$ 150.00	$ 300.00
D13	REMOVE 4" SOLID WHITE STRIPING	165	LF	$ 1.08	$ 178.20	$ 1.15	$ 189.75	$ 1.00	$ 165.00

Aston Drive Drainage & Roadway Improvements

BASE BID

Item No.	Description	Quantity	Unit	*Lynn Vessels Construction, LLC.* Unit Price	*Lynn Vessels Construction, LLC.* Total Amount	*McMahon Contracting, LP* Unit Price	*McMahon Contracting, LP* Total Amount	*Mario Sinacola & Sons Excavating, Inc.* Unit Price	*Mario Sinacola & Sons Excavating, Inc.* Total Amount
D14	REMOVE 4" DOUBLE SOLID YELLOW STRIPING	225	LF	$ 1.62	$ 364.50	$ 2.30	$ 517.50	$ 1.50	$ 337.50
D15	REMOVE "ONLY" PAVEMENT MARKING	6	EA	$ 70.20	$ 421.20	$ 115.00	$ 690.00	$ 65.00	$ 390.00
D16	REMOVE WHITE LANE ARROW	6	EA	$ 59.40	$ 356.40	$ 115.00	$ 690.00	$ 55.00	$ 330.00
D17	REMOVE STOP BAR STRIPE	20	LF	$ 2.70	$ 54.00	$ 4.31	$ 86.20	$ 2.50	$ 50.00
D18	REMOVE EXISTING 10" WATER LINE	630	LF	$ 7.56	$ 4,762.80	$ 36.20	$ 22,806.00	$ 25.00	$ 15,750.00
D19	REMOVE EXISTING 16" WATER LINE	290	LF	$ 7.56	$ 2,192.40	$ 39.32	$ 11,402.80	$ 25.00	$ 7,250.00
D20	ABANDON IN PLACE - FLOWABLE FILL - 12"-14" EXISTING SANITARY SEWER LINE	6,480	LF	$ 9.04	$ 58,579.20	$ 9.22	$ 59,745.60	$ 25.00	$ 162,000.00
D21	REMOVE AND DISPOSE OF EXISTING 8" RCP	10	LF	$ 11.88	$ 118.80	$ 34.80	$ 348.00	$ 30.00	$ 300.00
D22	REMOVE AND DISPOSE OF EXISTING 24" RCP	895	LF	$ 11.88	$ 10,632.60	$ 35.35	$ 31,638.25	$ 30.00	$ 26,850.00
D23	REMOVE AND DISPOSE OF EXISTING 30" RCP	290	LF	$ 11.88	$ 3,445.20	$ 21.53	$ 6,243.70	$ 30.00	$ 8,700.00
D24	REMOVE AND DISPOSE OF EXISTING 48" RCP	1,275	LF	$ 11.88	$ 15,147.00	$ 21.15	$ 26,966.25	$ 45.00	$ 57,375.00
D25	REMOVE AND DISPOSE OF EXISTING 5'x5' RCB	110	LF	$ 39.15	$ 4,306.50	$ 126.86	$ 13,954.60	$ 65.00	$ 7,150.00
D26	REMOVE AND DISPOSE OF EXISTING 7'x5' RCB	20	LF	$ 62.91	$ 1,258.20	$ 143.21	$ 2,864.20	$ 75.00	$ 1,500.00
D27	REMOVE AND DISPOSE OF EXISTING STORMLINE OF UNKNOWN SIZE	70	LF	$ 12.96	$ 907.20	$ 143.22	$ 10,025.40	$ 30.00	$ 2,100.00
D28	REMOVE EXISTING CURB INLET	3	EA	$ 270.00	$ 810.00	$ 815.24	$ 2,445.72	$ 2,350.00	$ 7,050.00
D29	REMOVE EXISTING GRATE INLET	2	EA	$ 270.00	$ 540.00	$ 815.44	$ 1,630.88	$ 1,750.00	$ 3,500.00
D30	REMOVE EXISTING RIP-RAP	210	SY	$ 5.91	$ 1,241.10	$ 14.37	$ 3,017.70	$ 20.00	$ 4,200.00
D31	REMOVE EXISTING 24" HEADWALL	3	EA	$ 540.00	$ 1,620.00	$ 552.98	$ 1,658.94	$ 850.00	$ 2,550.00
D32	REMOVE EXISTING 48" HEADWALL	1	EA	$ 540.00	$ 540.00	$ 1,405.47	$ 1,405.47	$ 1,750.00	$ 1,750.00
D33	REMOVE EXISTING 2-48" HEADWALL	1	EA	$ 1,620.00	$ 1,620.00	$ 2,810.94	$ 2,810.94	$ 4,000.00	$ 4,000.00
D34	REMOVE EXISTING 7'x5' PW-0 HEADWALL	1	EA	$ 7,560.00	$ 7,560.00	$ 5,483.86	$ 5,483.86	$ 4,500.00	$ 4,500.00
D35	REMOVAL OF EXISTING POND OUTFALL (72" RCP RISER)	1	EA	$ 7,560.00	$ 7,560.00	$ 9,381.55	$ 9,381.55	$ 10,000.00	$ 10,000.00
Base Bid - Earthwork									
EW1	CLEARING, GRUBBING AND PREP	64	AC	$ 1,612.44	$ 103,196.16	$ 426.65	$ 27,305.60	$ 5,000.00	$ 320,000.00
EW2	HAUL CHIPPING OFFSITE	1	LS	$ 9,180.00	$ 9,180.00	$ 10,350.00	$ 10,350.00	$ 20,000.00	$ 20,000.00
EW3	TOPSOIL STRIPPING AND STOCKPILE (4" Depth)	34,383	CY	$ 3.24	$ 111,400.92	$ 8.13	$ 279,533.79	$ 2.50	$ 85,957.50
EW4	UNCLASSIFIED EXCAVATION (CLAY)	187,500	CY	$ 4.05	$ 759,375.00	$ 7.01	$ 1,314,375.00	$ 3.50	$ 656,250.00
EW5	UNCLASSIFIED EXCAVATION (ROCK)	48,300	CY	$ 6.48	$ 312,984.00	$ 21.25	$ 1,026,375.00	$ 4.00	$ 193,200.00
EW6	PIPE SPOILS SPREAD AND COMPACTION	10,500	CY	$ 5.40	$ 56,700.00	$ 4.53	$ 47,565.00	$ 5.00	$ 52,500.00
EW7	PAVING SPOILS SPREAD AND COMPACTION	2,500	CY	$ 5.40	$ 13,500.00	$ 4.07	$ 10,175.00	$ 5.00	$ 12,500.00
EW8	OFFSITE IMPORT, PICKUP AND PLACEMENT (WITHIN 3 MILES)	89,000	CY	$ 5.40	$ 480,600.00	$ 13.30	$ 1,183,700.00	$ 13.00	$ 1,157,000.00
EW9	TOPSOIL RESPREAD	309,760	SY	$ 0.49	$ 151,782.40	$ 2.12	$ 656,691.20	$ 0.25	$ 77,440.00
EW10	POND LINER (ONSITE MATERIAL)	22,221	CY	$ 4.05	$ 89,995.05	$ 12.58	$ 279,540.18	$ 3.50	$ 77,773.50
Base Bid - FM1417 Turn Lane & Approach Improvements									
TLF1	4" WHITE SOLID LINE (THERMO 90 MIL. STRIP)	400	LF	$ 1.62	$ 648.00	$ 1.44	$ 576.00	$ 1.50	$ 600.00
TLF2	4" SOLID YELLOW STRIPES (THERMO 90 MIL. STRIP)	115	LF	$ 1.62	$ 186.30	$ 1.44	$ 165.60	$ 1.50	$ 172.50

Aston Drive Drainage & Roadway Improvements

BASE BID

Item No.	Description	Quantity	Unit	*Lynn Vessels Construction, LLC.* Unit Price	*Lynn Vessels Construction, LLC.* Total Amount	*McMahon Contracting, LP* Unit Price	*McMahon Contracting, LP* Total Amount	*Mario Sinacola & Sons Excavating, Inc.* Unit Price	*Mario Sinacola & Sons Excavating, Inc.* Total Amount
TLF3	4" DOUBLE YELLOW PUPPY TRACKS	110	LF	$ 3.24	$ 356.40	$ 2.88	$ 316.80	$ 3.00	$ 330.00
TLF4	24" WHITE SOLID (THERMO 125 MIL. STRIP)	105	LF	$ 12.96	$ 1,360.80	$ 7.48	$ 785.40	$ 12.00	$ 1,260.00
TLF5	LANE ARROW PAVEMENT MARKING (THERMO 125 MIL. STRIP)	6	EA	$ 178.20	$ 1,069.20	$ 230.00	$ 1,380.00	$ 165.00	$ 990.00
TLF6	"ONLY" PAVEMENT MARKING (THERMO 125 MIL. STRIP)	6	EA	$ 189.00	$ 1,134.00	$ 230.00	$ 1,380.00	$ 175.00	$ 1,050.00
TLF7	RIGHT LANE MUST TURN RIGHT SIGN (R3-7R)	1	EA	$ 459.00	$ 459.00	$ 1,029.25	$ 1,029.25	$ 425.00	$ 425.00
TLF8	ASPHALT TO CONCRETE TRANSITION	1	EA	$ 9,180.00	$ 9,180.00	$ 8,754.22	$ 8,754.22	$ 12,000.00	$ 12,000.00
Base Bid - Crossroads Turn Lane and Apprach Improvements									
TLC1	7" CONC PVMT. (CLASS P1 OR P2) W/ #4 ON 18" OC	280	SY	$ 63.13	$ 17,676.40	$ 81.02	$ 22,685.60	$ 70.00	$ 19,600.00
TLC2	8" LIME STABILIZED SUBGRADE	308	SY	$ 4.97	$ 1,530.76	$ 2.73	$ 840.84	$ 7.00	$ 2,156.00
TLC3	HYDRATED LIME 8% (27 LBS/SY)	5	TON	$ 356.40	$ 1,782.00	$ 350.75	$ 1,753.75	$ 320.00	$ 1,600.00
TLC4	8" WHITE SOLID LINE (THERMO 90 MIL. STRIP)	150	LF	$ 3.24	$ 486.00	$ 2.88	$ 432.00	$ 3.00	$ 450.00
TLC5	LANE ARROW PAVEMENT MARKING (THERMO 125 MIL. STRIP)	1	EA	$ 178.20	$ 178.20	$ 230.00	$ 230.00	$ 165.00	$ 165.00
TLC6	"ONLY" PAVEMENT MARKING (THERMO 125 MIL. STRIP)	1	EA	$ 189.00	$ 189.00	$ 230.00	$ 230.00	$ 175.00	$ 175.00
TLC7	RIGHT LANE MUST TURN RIGHT SIGN (R3-7R)	1	EA	$ 459.00	$ 459.00	$ 632.50	$ 632.50	$ 425.00	$ 425.00

Aston Drive Drainage & Roadway Improvements

BASE BID

Item No.	Description	Quantity	Unit	*Lynn Vessels Construction, LLC.* Unit Price	*Lynn Vessels Construction, LLC.* Total Amount	*McMahon Contracting, LP* Unit Price	*McMahon Contracting, LP* Total Amount	*Mario Sinacola & Sons Excavating, Inc.* Unit Price	*Mario Sinacola & Sons Excavating, Inc.* Total Amount
TLC8	RIGHT TURN ONLY SIGN (R3-5R)	1	EA	$ 437.40	$ 437.40	$ 632.50	$ 632.50	$ 405.00	$ 405.00
TLC9	LONGITUDINAL BUTT JOINT	240	LF	$ 10.80	$ 2,592.00	$ 23.20	$ 5,568.00	$ 20.00	$ 4,800.00
Base Bid - Paving									
P1	7" CONC. PVMT. (PER CITY SECTION) W/ #4 ON 18" OC	11,680	SY	$ 64.21	$ 749,972.80	$ 70.65	$ 825,192.00	$ 70.00	$ 817,600.00
P2	8" LIME STABILIZED SUBGRADE	14,322	SY	$ 4.97	$ 71,180.34	$ 2.73	$ 39,099.06	$ 7.00	$ 100,254.00
P3	HYDRATED LIME 8% (27 LBS/SY)	194	TON	$ 356.40	$ 69,141.60	$ 350.75	$ 68,045.50	$ 320.00	$ 62,080.00
P4	6" CONC. PVMT. (PER CITY SECTION) ~~W/ #4 ON 18" OC~~ W/ #3 ON 18" OC	1,340	SY	$ 64.42	$ 86,322.80	$ 74.97	$ 100,459.80	$ 80.00	$ 107,200.00
P5	4" CONC. PVMT. (PER CITY SECTION) ~~W/ #4 ON 18" OC~~ W/ #3 ON 24" OC (SIDEWALK SECTION)	90	SY	$ 91.80	$ 8,262.00	$ 85.81	$ 7,722.90	$ 75.00	$ 6,750.00
P6	REINFORCED CONCRETE STREET HEADER	315	LF	$ 10.80	$ 3,402.00	$ 22.69	$ 7,147.35	$ 20.00	$ 6,300.00
P7	MEDIAN NOSE PER CITY DETAIL	2	EA	$ 6,308.28	$ 12,616.56	$ 2,344.02	$ 4,688.04	$ 3,700.00	$ 7,400.00
P8	BARRIER FREE RAMP 5'	2	EA	$ 2,764.80	$ 5,529.60	$ 2,109.59	$ 4,219.18	$ 3,000.00	$ 6,000.00
P9	BARRIER FREE RAMP 12'	2	EA	$ 3,963.60	$ 7,927.20	$ 3,100.30	$ 6,200.60	$ 3,800.00	$ 7,600.00
P10	FIRE HYDRANT REFLECTORS	8	EA	$ 27.00	$ 216.00	$ 23.00	$ 184.00	$ 25.00	$ 200.00
P11	4" SOLID YELLOW STRIPES (TURN LANE BAY) (THERMO 90 MIL. STRIP)	300	LF	$ 1.62	$ 486.00	$ 1.44	$ 432.00	$ 1.50	$ 450.00
P12	4" SOLID YELLOW STRIPES (THERMO 90 MIL. STRIP)	3,020	LF	$ 1.62	$ 4,892.40	$ 1.44	$ 4,348.80	$ 1.50	$ 4,530.00
P13	4" DASHED YELLOW STRIPES (THERMO 90 MIL. STRIP)	935	LF	$ 2.16	$ 2,019.60	$ 1.44	$ 1,346.40	$ 2.00	$ 1,870.00
P14	4" SQUARE TY II-AA YELLOW RPM (20 O.C.)	7	LF	$ 7.56	$ 52.92	$ 11.50	$ 80.50	$ 7.00	$ 49.00
P15	4" SQUARE TY II-AA YELLOW RPM (40 O.C.)	80	LF	$ 7.56	$ 604.80	$ 11.50	$ 920.00	$ 7.00	$ 560.00
P16	8" WHITE SOLID LINE (THERMO 90 MIL. STRIP)	600	LF	$ 3.24	$ 1,944.00	$ 2.88	$ 1,728.00	$ 3.00	$ 1,800.00
P17	8" SQUARE TY I-C WHITE RPM (20 O.C.)	15	LF	$ 7.56	$ 113.40	$ 23.00	$ 345.00	$ 7.00	$ 105.00
P18	24" TYPE I WHITE STOP BAR (THERMO 90 MIL. STRIP)	95	LF	$ 10.80	$ 1,026.00	$ 7.48	$ 710.60	$ 10.00	$ 950.00
P19	24" WHITE TRANSVERSE STRIPE 5' CROSSWALK (THERMO TRANSVERSE 125 MIL. STRIP)	40	LF	$ 12.96	$ 518.40	$ 8.63	$ 345.20	$ 12.00	$ 480.00
P20	24" WHITE TRANSVERSE STRIPE 12' CROSSWALK (THERMO TRANSVERSE 125 MIL. STRIP)	145	LF	$ 12.96	$ 1,879.20	$ 8.63	$ 1,251.35	$ 12.00	$ 1,740.00
P21	LANE ARROW PAVEMENT MARKING (THERMO 125 MIL. STRIP)	4	EA	$ 178.20	$ 712.80	$ 230.00	$ 920.00	$ 165.00	$ 660.00
P22	"ONLY" PAVEMENT MARKING (THERMO 125 MIL. STRIP)	4	EA	$ 189.00	$ 756.00	$ 230.00	$ 920.00	$ 175.00	$ 700.00
P23	SPEED LIMIT SIGN (R2-1)	3	EA	$ 437.40	$ 1,312.20	$ 632.50	$ 1,897.50	$ 405.00	$ 1,215.00
P24	RIGHT LANE MUST TURN RIGHT SIGN (R3-R7)	1	EA	$ 459.00	$ 459.00	$ 632.50	$ 632.50	$ 425.00	$ 425.00
P25	LEFT LANE MUST TURN LEFT SIGN (R3-7L)	1	EA	$ 459.00	$ 459.00	$ 632.50	$ 632.50	$ 425.00	$ 425.00
P26	KEEP RIGHT SIGN (R4-7)	1	EA	$ 437.40	$ 437.40	$ 632.50	$ 632.50	$ 405.00	$ 405.00
P27	INTERSECTION LANE CONTROL LEFT AND RIGHT ONLY SIGN (R3-8B)	1	EA	$ 486.00	$ 486.00	$ 632.50	$ 632.50	$ 450.00	$ 450.00
P28	STOP SIGN R1-1 (30"x30")	3	EA	$ 432.00	$ 1,296.00	$ 632.50	$ 1,897.50	$ 400.00	$ 1,200.00
P29	ADJUSTED MANHOLES	5	EA	$ 2,000.00	$ 10,000.00	$ 5,877.12	$ 29,385.60	$ 2,000.00	$ 10,000.00
Base Bid - Traffic Signal									
TS1	DRILL SHAFT (TRF SIG POLE) 36"	60	LF	$ 528.12	$ 31,687.20	$ 562.35	$ 33,741.00	$ 500.00	$ 30,000.00

Aston Drive Drainage & Roadway Improvements

BASE BID

Item No.	Description	Quantity	Unit	*Lynn Vessels Construction, LLC.* Unit Price	*Lynn Vessels Construction, LLC.* Total Amount	*McMahon Contracting, LP* Unit Price	*McMahon Contracting, LP* Total Amount	*Mario Sinacola & Sons Excavating, Inc.* Unit Price	*Mario Sinacola & Sons Excavating, Inc.* Total Amount
TS2	CONDT (PVC) (SCH 80) 2"	260	LF	$ 11.11	$ 2,888.60	$ 11.83	$ 3,075.80	$ 19.95	$ 5,187.00
TS3	CONDT (PVC) (SCH 80) 3"	45	LF	$ 14.04	$ 631.80	$ 14.95	$ 672.75	$ 26.95	$ 1,212.75
TS4	CONDT (PVC) (SCH 80) 4"	325	LF	$ 19.42	$ 6,311.50	$ 20.64	$ 6,708.00	$ 29.95	$ 9,733.75
TS5	ELEC CONDR (NO.6) BARE	565	LF	$ 2.16	$ 1,220.40	$ 2.30	$ 1,299.50	$ 2.65	$ 1,497.25
TS6	ELEC CONDR (NO.6) INSULATED	50	LF	$ 3.24	$ 162.00	$ 3.45	$ 172.50	$ 2.75	$ 137.50
TS7	TRAY CABLE (3 CONDR) (12 AWG)	875	LF	$ 2.69	$ 2,353.75	$ 2.86	$ 2,502.50	$ 2.45	$ 2,143.75
TS8	GROUND BOX TY D (162922)	2	EA	$ 1,449.36	$ 2,898.72	$ 1,543.30	$ 3,086.60	$ 1,850.00	$ 3,700.00
TS9	GROUND BOX TY D (162922) WITH APRON	2	EA	$ 1,553.04	$ 3,106.08	$ 1,653.70	$ 3,307.40	$ 2,000.00	$ 4,000.00
TS10	ELC SRV TY D 120/140 060 (NS)SS(E)PS(U)	1	EA	$ 11,156.40	$ 11,156.40	$ 11,879.50	$ 11,879.50	$ 14,000.00	$ 14,000.00
TS11	INSTALL HWY TRF SIG (ISOLATED)	1	EA	$ 53,848.80	$ 53,848.80	$ 57,339.00	$ 57,339.00	$ 48,000.00	$ 48,000.00
TS12	VEH SIG SEC (12") LED (GRN)	8	EA	$ 397.44	$ 3,179.52	$ 423.20	$ 3,385.60	$ 460.00	$ 3,680.00
TS13	VEH SIG SEC (12") LED (GRN ARW)	3	EA	$ 405.00	$ 1,215.00	$ 431.25	$ 1,293.75	$ 465.00	$ 1,395.00
TS14	VEH SIG SEC (12") LED (YEL)	8	EA	$ 397.44	$ 3,179.52	$ 423.20	$ 3,385.60	$ 470.00	$ 3,760.00
TS15	VEH SIG SEC (12") LED (YEL ARW)	6	EA	$ 405.00	$ 2,430.00	$ 431.25	$ 2,587.50	$ 460.00	$ 2,760.00
TS16	VEH SIG SEC (12") LED (RED)	8	EA	$ 397.44	$ 3,179.52	$ 423.20	$ 3,385.60	$ 465.00	$ 3,720.00
TS17	VEH SIG SEC (12") LED (RED ARW)	6	EA	$ 405.00	$ 2,430.00	$ 431.25	$ 2,587.50	$ 460.00	$ 2,760.00
TS18	PED SIG SEC (12") LED (COUNT DOWN)	2	EA	$ 964.44	$ 1,928.88	$ 1,026.95	$ 2,053.90	$ 465.00	$ 930.00
TS19	BACKPLATE W/REF BRDR (3 SEC)(VENT)ALUM	8	EA	$ 232.20	$ 1,857.60	$ 247.25	$ 1,978.00	$ 225.00	$ 1,800.00
TS20	BACKPLATE W/REF BRDR (5 SEC)(VENT)ALUM	3	EA	$ 243.00	$ 729.00	$ 258.75	$ 776.25	$ 325.00	$ 975.00
TS21	TRF SIG CBL (TY A) (12 AWG)(2 CONDR)	640	LF	$ 2.43	$ 1,555.20	$ 2.59	$ 1,657.60	$ 2.00	$ 1,280.00
TS22	TRF SIG CBL (TY A) (14 AWG)(10 CONDR)	650	LF	$ 3.68	$ 2,392.00	$ 3.92	$ 2,548.00	$ 5.00	$ 3,250.00
TS23	TRF SIG CBL (TY A) (14 AWG)(12 CONDR)	1,310	LF	$ 3.94	$ 5,161.40	$ 4.20	$ 5,502.00	$ 5.10	$ 6,681.00
TS24	INS TRF SIG PL AM (S)STR(TY D)LUM(POWDER COATED)	4	EA	$ 20,406.60	$ 81,626.40	$ 21,729.25	$ 86,917.00	$ 19,500.00	$ 78,000.00
TS25	PED POLE ASSEMBLY	2	EA	$ 3,834.00	$ 7,668.00	$ 4,082.50	$ 8,165.00	$ 4,000.00	$ 8,000.00
TS26	PED DETECT PUSH BUTTOM (APS)	2	EA	$ 983.88	$ 1,967.76	$ 1,047.65	$ 2,095.30	$ 1,595.00	$ 3,190.00
TS27	PED DETECTOR CONTROLLER UNIT	1	EA	$ 4,860.00	$ 4,860.00	$ 5,175.00	$ 5,175.00	$ 5,740.00	$ 5,740.00
TS28	INSTALL OF LUMINAIRE HEAD (LED)	4	EA	$ 614.52	$ 2,458.08	$ 654.35	$ 2,617.40	$ 900.00	$ 3,600.00
TS29	BBU SYSTEM (EXTERNAL BATTERY CABINET)	1	EA	$ 10,746.00	$ 10,746.00	$ 11,442.50	$ 11,442.50	$ 11,500.00	$ 11,500.00
TS30	VIDEO IMAGING AND RAD VEH DETECTION SYS	1	EA	$ 16,891.20	$ 16,891.20	$ 17,986.00	$ 17,986.00	$ 35,000.00	$ 35,000.00
TS31	VIDEO IMAGE AND RADAR DET PROCESSOR SYS	1	EA	$ 14,395.32	$ 14,395.32	$ 15,328.35	$ 15,328.35	$ 14,500.00	$ 14,500.00
TS32	VIDEO IMAGING AND RADAR DETECTOR	6	EA	$ 3,218.40	$ 19,310.40	$ 3,427.00	$ 20,562.00	$ 10,000.00	$ 60,000.00
TS33	VIDEO IMAGING AND RADAR SET-UP SYS	1	EA	$ 5,443.20	$ 5,443.20	$ 5,796.00	$ 5,796.00	$ 1,500.00	$ 1,500.00
TS34	VEHICLE DETECTION CABLE	1,165	LF	$ 2.16	$ 2,516.40	$ 2.30	$ 2,679.50	$ 4.00	$ 4,660.00
Base Bid - Water									
W1	8" DR-18 C900 PVC WATER (FITTINGS, BENDS, ETC.)	30	LF	$ 48.60	$ 1,458.00	$ 119.86	$ 3,595.80	$ 75.00	$ 2,250.00
W2	12" DR-18 C900 PVC WATER (FITTINGS, BENDS, ETC.)	2,230	LF	$ 96.81	$ 215,886.30	$ 139.39	$ 310,839.70	$ 125.00	$ 278,750.00

Aston Drive Drainage & Roadway Improvements

BASE BID

Item No.	Description	Quantity	Unit	*Lynn Vessels Construction, LLC.* Unit Price	*Lynn Vessels Construction, LLC.* Total Amount	*McMahon Contracting, LP* Unit Price	*McMahon Contracting, LP* Total Amount	*Mario Sinacola & Sons Excavating, Inc.* Unit Price	*Mario Sinacola & Sons Excavating, Inc.* Total Amount
W3	FIRE HYDRANT ASSEMBLY (HYDRANT, LEAD, 6" GATE VALVE)	8	EA	$ 7,712.72	$ 61,701.76	$ 8,327.63	$ 66,621.04	$ 10,750.00	$ 86,000.00
W4	12" GATE VALVE	17	EA	$ 4,339.39	$ 73,769.63	$ 4,525.76	$ 76,937.92	$ 4,500.00	$ 76,500.00
W5	CONNECT TO EXISTING WATER LINE (12" x 20") - TAPPING SLEEVE AND VALVE	1	EA	$ 12,975.75	$ 12,975.75	$ 5,937.88	$ 5,937.88	$ 18,750.00	$ 18,750.00
W6	CONNECT TO EXISTING WATER LINE (12" x 12") - CUT IN TEE	1	EA	$ 8,564.70	$ 8,564.70	$ 5,937.88	$ 5,937.88	$ 12,500.00	$ 12,500.00
W7	1.5" IRRIGATION SLEEVE	50	LF	$ 60.18	$ 3,009.00	$ 23.00	$ 1,150.00	$ 35.00	$ 1,750.00
W8	4" PVC IRRIGATION SLEEVE	50	LF	$ 147.50	$ 7,375.00	$ 46.00	$ 2,300.00	$ 40.00	$ 2,000.00
W9	PRESSURE TEST AND CHLORINATION	2,230	LF	$ 1.74	$ 3,880.20	$ 5.09	$ 11,350.70	$ 5.00	$ 11,150.00
W10	TRENCH SAFETY FOR WATER LINES	2,230	LF	$ 0.89	$ 1,984.70	$ 1.58	$ 3,523.40	$ 5.00	$ 11,150.00
W11	12" X 8" TEES	3	EA	$ 2,522.18	$ 7,566.54	$ 2,666.51	$ 7,999.53	$ 2,000.00	$ 6,000.00
W12	8" PLUGS	3	EA	$ 415.36	$ 1,246.08	$ 1,254.47	$ 3,763.41	$ 400.00	$ 1,200.00
W13	21" STEEL ENCASEMENT	50	LF	$ 218.98	$ 10,949.00	$ 280.69	$ 14,034.50	$ 450.00	$ 22,500.00
W14	18" STEEL ENCASEMENT	55	LF	$ 157.05	$ 8,637.75	$ 189.78	$ 10,437.90	$ 375.00	$ 20,625.00
W15	6" THICK CONCRETE ENCASEMENT/STABILIZED SAND	20	LF	$ 86.14	$ 1,722.80	$ 191.05	$ 3,821.00	$ 140.00	$ 2,800.00
Base Bid - Storm-Aston Drive									
SA1	18" DIA. CLASS III RCP	105	LF	$ 94.83	$ 9,957.15	$ 142.17	$ 14,927.85	$ 165.00	$ 17,325.00
SA2	24" DIA. CLASS III RCP	190	LF	$ 121.09	$ 23,007.10	$ 174.86	$ 33,223.40	$ 185.00	$ 35,150.00
SA3	36" DIA. CLASS III RCP	120	LF	$ 176.88	$ 21,225.60	$ 258.66	$ 31,039.20	$ 236.00	$ 28,320.00
SA4	42" DIA. CLASS III RCP	200	LF	$ 256.18	$ 51,236.00	$ 297.91	$ 59,582.00	$ 340.00	$ 68,000.00
SA5	48" DIA. CLASS III RCP	85	LF	$ 327.63	$ 27,848.55	$ 380.01	$ 32,300.85	$ 384.00	$ 32,640.00
SA6	60" DIA. CLASS III RCP	445	LF	$ 412.86	$ 183,722.70	$ 382.17	$ 170,065.65	$ 485.00	$ 215,825.00
SA7	5' x 5' CLASS III RCB	135	LF	$ 491.59	$ 66,364.65	$ 517.22	$ 69,824.70	$ 540.00	$ 72,900.00
SA8	6' x 6' CLASS III RCB	160	LF	$ 819.09	$ 131,054.40	$ 652.64	$ 104,422.40	$ 635.00	$ 101,600.00
SA9	7' x 7' CLASS III RCB	255	LF	$ 908.74	$ 231,728.70	$ 828.91	$ 211,372.31	$ 720.00	$ 183,600.00
SA10	8' x 7' CLASS III RCB	810	LF	$ 972.96	$ 788,097.60	$ 908.54	$ 735,917.40	$ 785.00	$ 635,850.00
SA11	STD. 10' CURB INLET	2	EA	$ 7,005.16	$ 14,010.32	$ 8,050.00	$ 16,100.00	$ 7,700.00	$ 15,400.00
SA12	STD. 15' CURB INLET	2	EA	$ 8,677.48	$ 17,354.96	$ 11,442.50	$ 22,885.00	$ 11,000.00	$ 22,000.00
SA13	4' x 4' WYE INLET W/ CONCRETE APRON	2	EA	$ 7,598.91	$ 15,197.82	$ 9,200.00	$ 18,400.00	$ 8,500.00	$ 17,000.00
SA14	5' x 5' WYE INLET W/ CONCRETE APRON	1	EA	$ 16,416.44	$ 16,416.44	$ 16,100.00	$ 16,100.00	$ 15,000.00	$ 15,000.00
SA15	6' x 6' WYE INLET W/ CONCRETE APRON	2	EA	$ 11,811.80	$ 23,623.60	$ 14,145.00	$ 28,290.00	$ 13,200.00	$ 26,400.00
SA16	5' x 5' JUNCTION BOX	1	EA	$ 16,828.55	$ 16,828.55	$ 13,512.50	$ 13,512.50	$ 18,000.00	$ 18,000.00
SA17	7' x 7' JUNCTION BOX	1	EA	$ 27,558.13	$ 27,558.13	$ 20,585.00	$ 20,585.00	$ 26,500.00	$ 26,500.00
SA18	8' x 8' JUNCTION BOX	1	EA	$ 41,025.95	$ 41,025.95	$ 32,085.00	$ 32,085.00	$ 48,000.00	$ 48,000.00
SA19	9' x 9' JUCNTION BOX	1	EA	$ 37,104.47	$ 37,104.47	$ 39,675.00	$ 39,675.00	$ 46,750.00	$ 46,750.00
SA20	CUSTOM 10' x 10' JUNCTION BOX	1	EA	$ 199,995.40	$ 199,995.40	$ 92,718.75	$ 92,718.75	$ 107,000.00	$ 107,000.00
SA21	LOCATE AND CONNECT TO EXISTING 24" STORM	1	EA	$ 1,604.80	$ 1,604.80	$ 1,509.59	$ 1,509.59	$ 3,750.00	$ 3,750.00
SA22	LOCATE AND CONNECT TO EXISTING 30" STORM	1	EA	$ 1,604.80	$ 1,604.80	$ 1,509.59	$ 1,509.59	$ 4,000.00	$ 4,000.00

Aston Drive Drainage & Roadway Improvements

BASE BID

Item No.	Description	Quantity	Unit	*Lynn Vessels Construction, LLC.* Unit Price	*Lynn Vessels Construction, LLC.* Total Amount	*McMahon Contracting, LP* Unit Price	*McMahon Contracting, LP* Total Amount	*Mario Sinacola & Sons Excavating, Inc.* Unit Price	*Mario Sinacola & Sons Excavating, Inc.* Total Amount
SA23	STORM TRENCH SAFETY	2,505	LF	$ 2.36	$ 5,911.80	$ 3.50	$ 8,767.50	$ 10.00	$ 25,050.00
SA24	STORM TV INSPECTION	2,505	LF	$ 1.18	$ 2,955.90	$ 2.70	$ 6,763.50	$ 5.00	$ 12,525.00
SA25	LOOSE ROCK RIP RAP OVER FILTER FABRIC (8" D50)	200	SY	$ 53.99	$ 10,798.00	$ 103.50	$ 20,700.00	$ 120.00	$ 24,000.00
Base Bid - Storm- Pond									
SP1	12" DIA. CLASS III RCP	35	LF	$ 86.49	$ 3,027.15	$ 138.72	$ 4,855.20	$ 155.00	$ 5,425.00
SP2	18" DIA. CLASS III RCP	265	LF	$ 94.83	$ 25,129.95	$ 142.17	$ 37,675.05	$ 165.00	$ 43,725.00
SP3	24" DIA. CLASS III RCP	235	LF	$ 121.09	$ 28,456.15	$ 174.85	$ 41,089.75	$ 185.00	$ 43,475.00
SP4	30" DIA. CLASS III RCP	105	LF	$ 148.78	$ 15,621.90	$ 231.40	$ 24,297.00	$ 204.00	$ 21,420.00
SP5	36" DIA. CLASS III RCP	290	LF	$ 184.83	$ 53,600.70	$ 258.65	$ 75,008.50	$ 236.00	$ 68,440.00
SP6	48" DIA. CLASS III RCP	70	LF	$ 276.98	$ 19,388.60	$ 379.98	$ 26,598.60	$ 384.00	$ 26,880.00
SP7	60" DIA. CLASS III RCP	50	LF	$ 412.86	$ 20,643.00	$ 382.21	$ 19,110.50	$ 485.00	$ 24,250.00
SP8	3' x 3' CLASS III RCB	100	LF	$ 359.62	$ 35,962.00	$ 404.68	$ 40,468.00	$ 375.00	$ 37,500.00
SP9	5' x 5' CLASS III RCB	115	LF	$ 491.59	$ 56,532.85	$ 517.23	$ 59,481.45	$ 540.00	$ 62,100.00
SP10	7' x 5' CLASS III RCB	25	LF	$ 694.27	$ 17,356.75	$ 751.39	$ 18,784.75	$ 685.00	$ 17,125.00
SP11	7' x 7' CLASS III RCB	1,035	LF	$ 766.69	$ 793,524.15	$ 828.91	$ 857,921.85	$ 720.00	$ 745,200.00
SP12	8' x 7' CLASS III RCB	465	LF	$ 989.69	$ 460,205.85	$ 908.53	$ 422,466.45	$ 785.00	$ 365,025.00
SP13	8' x 8' CLASS III RCB	440	LF	$ 964.93	$ 424,569.20	$ 945.79	$ 416,147.60	$ 820.00	$ 360,800.00
SP14	10' x 10' CLASS III RCB	570	LF	$ 1,325.13	$ 755,324.10	$ 1,304.94	$ 743,815.80	$ 1,150.00	$ 655,500.00
SP15	STD. 10' CURB INLET	9	EA	$ 7,005.16	$ 63,046.44	$ 8,050.00	$ 72,450.00	$ 7,700.00	$ 69,300.00
SP16	4' x 4' WYE INLET W/ CONCRETE	7	EA	$ 7,598.91	$ 53,192.37	$ 9,200.00	$ 64,400.00	$ 8,500.00	$ 59,500.00
SP17	6' x 6' WYE INLET W/ CONCRETE	3	EA	$ 11,811.80	$ 35,435.40	$ 14,145.00	$ 42,435.00	$ 13,200.00	$ 39,600.00
SP18	5" CLASS "C" CONCRETE WEIR (POND)	150	SY	$ 213.97	$ 32,095.50	$ 174.30	$ 26,145.00	$ 150.00	$ 22,500.00
SP19	6" CLASS "A" CONCRETE APRON (POND)	570	SY	$ 193.28	$ 110,169.60	$ 116.18	$ 66,222.60	$ 150.00	$ 85,500.00
SP20	9'x 9' JUNCTION BOX	2	EA	$ 37,104.47	$ 74,208.94	$ 39,675.00	$ 79,350.00	$ 46,750.00	$ 93,500.00
SP21	10'x 10' JUNCTION BOX	2	EA	$ 48,143.91	$ 96,287.82	$ 65,032.50	$ 130,065.00	$ 73,000.00	$ 146,000.00
SP22	12'x 12' JUNCTION BOX	3	EA	$ 62,886.27	$ 188,658.81	$ 57,816.25	$ 173,448.75	$ 65,000.00	$ 195,000.00
SP24	LOCATE AND CONNECT TO EXISTING 8" Storm	1	EA	$ 802.40	$ 802.40	$ 1,509.59	$ 1,509.59	$ 2,500.00	$ 2,500.00
SP25	LOCATE AND CONNECT TO EXISTING 48" Storm	2	EA	$ 2,537.00	$ 5,074.00	$ 1,740.84	$ 3,481.68	$ 5,750.00	$ 11,500.00
SP26	LOCATE AND CONNECT TO EXISTING 2- 48" Storm	1	EA	$ 2,537.00	$ 2,537.00	$ 3,481.68	$ 3,481.68	$ 6,000.00	$ 6,000.00
SP27	LOCATE AND CONNECT TO EXISTING 7' x 5' Storm	1	EA	$ 2,773.00	$ 2,773.00	$ 7,365.82	$ 7,365.82	$ 5,750.00	$ 5,750.00
SP28	STORM TRENCH SAFETY	3,975	LF	$ 2.36	$ 9,381.00	$ 3.50	$ 13,912.50	$ 10.00	$ 39,750.00
SP29	STORM TV INSPECTION	3,975	LF	$ 1.18	$ 4,690.50	$ 2.70	$ 10,732.50	$ 5.00	$ 19,875.00
SP30	12" RCP TXDOT FW HEADWALL	1	EA	$ 2,537.00	$ 2,537.00	$ 3,335.60	$ 3,335.60	$ 5,000.00	$ 5,000.00
SP31	3' x 3' RCB TXDOT PW-0 HEADWALL	2	EA	$ 15,555.74	$ 31,111.48	$ 21,332.50	$ 42,665.00	$ 23,000.00	$ 46,000.00
SP32	7' x 7' RCB TXDOT PW-0 HEADWALL	1	EA	$ 45,004.04	$ 45,004.04	$ 41,342.50	$ 41,342.50	$ 43,000.00	$ 43,000.00
SP33	5' x 5' RCB TXDOT FW-0 HEADWALL	1	EA	$ 43,924.33	$ 43,924.33	$ 48,645.00	$ 48,645.00	$ 51,500.00	$ 51,500.00

Aston Drive Drainage & Roadway Improvements

BASE BID

Item No.	Description	Quantity	Unit	*Lynn Vessels Construction, LLC.* Unit Price	*Lynn Vessels Construction, LLC.* Total Amount	*McMahon Contracting, LP* Unit Price	*McMahon Contracting, LP* Total Amount	*Mario Sinacola & Sons Excavating, Inc.* Unit Price	*Mario Sinacola & Sons Excavating, Inc.* Total Amount
SP34	8' x 7' RCB TXDOT FW-0 HEADWALL	1	EA	$ 59,458.90	$ 59,458.90	$ 74,261.25	$ 74,261.25	$ 75,000.00	$ 75,000.00
SP35	42'X14' CUSTOM OUTFALL STRUCTURE AND CONNECTION	1	EA	$ 325,342.86	$ 325,342.86	$ 273,125.00	$ 273,125.00	$ 276,000.00	$ 276,000.00
SP36	SOD (ROLL MIN. 24" WIDE) (BERMUDA SOD)	19,000	SY	$ 5.72	$ 108,680.00	$ 7.13	$ 135,470.00	$ 4.45	$ 84,550.00
SP37	LOOSE ROCK RIP RAP OVER FILTER FABRIC (8" D50)	400	SY	$ 53.32	$ 21,328.00	$ 103.50	$ 41,400.00	$ 120.00	$ 48,000.00
SP38	4' x 4' CLASS III RCB	175	LF	$ 446.81	$ 78,191.75	$ 459.15	$ 80,351.25	$ 395.00	$ 69,125.00
SP39	GROUTED ROCK RIP RAP OVER FILTER FABRIC (8" D50)	855	SY	$ 104.67	$ 89,492.85	$ 155.25	$ 132,738.75	$ 165.00	$ 141,075.00
	TOTAL BASE BID				**$ 11,998,085.87**		**$ 15,623,421.99**		**$ 13,648,192.85**

*Denotes items corrected by Engineer to reflect unit price and quantity calculation discrepancies

Kimley»Horn

September 22nd, 2025

Mr. Wayne Lee
City of Sherman, TX
Community Services Building, Office of City Engineering
317 South Travis Street
Sherman, TX 75090

RE: ***City of Sherman – Aston Drive Drainage and Roadway Improvements***

Dear Mr. Lee:

On September 9th, 2025, the City of Sherman received bid proposals for the Aston Drive Drainage and Roadway Improvements project. The following bid proposals were received:

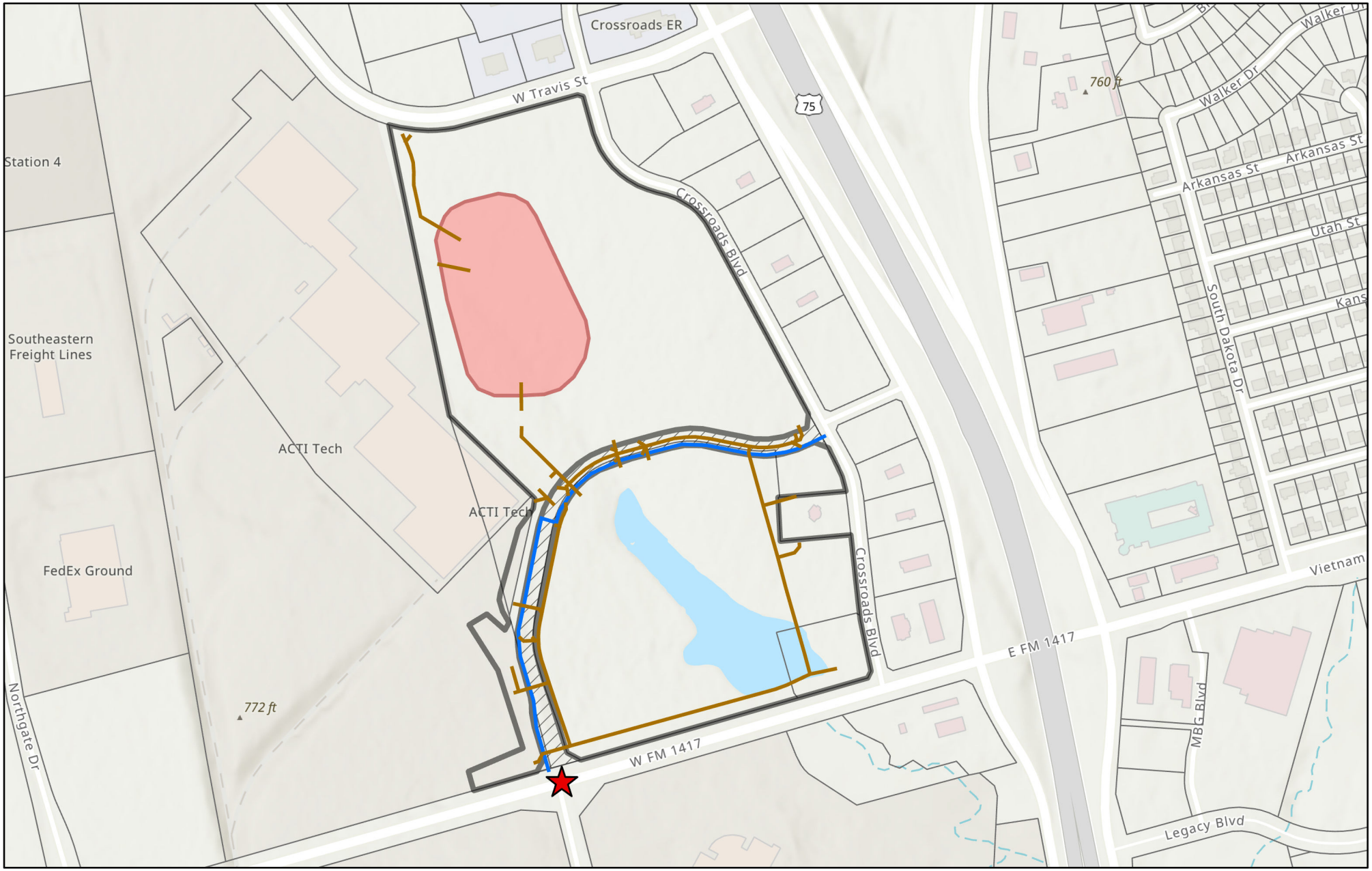
Bidder	Bid Price	Completion Time	Total Evaluation Score (Out of 100)
Lynn Vessels Construction, LLC.	$11,988,085.87	300	94
McMahon Contracting, LP	$15,623,421.99	350	80
Mario Sinacola & Sons Excavating, Inc.	$13,648,192.85	365	91

Kimley-Horn and Associates, Inc. has reviewed the bid proposers' price, qualifications and safety record. Based on these reviews and the scoring system described in the request to Bid document, it appears that Lynn Vessels Construction has submitted the bid proposal most advantageous to the City based on the evaluation criteria in the contract, and Kimley-Horn can find no reason to disqualify them from receiving a contract award.

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.

Michael Carlisle, P.E. (TX)



dlagrone H:\ENGINEER\GIS\ArcGIS Pro Projects\CouncilMaps\CouncilMaps.aprx

N
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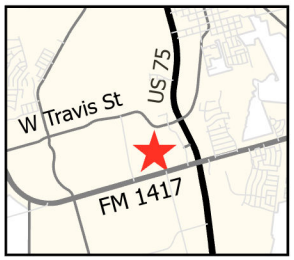
- Proposed Traffic Signal
- 12 Inch Water Main
- Proposed Storm Water
- Existing Pond To be Filled
- New Pond Created
- Property Boundary
- Proposed Ashton Drive
- Parcels

Proposed Ashton Drive Council Map

9/29/2025



SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting Agenda Item No. H.6.

Meeting Date: 10/6/2025

Prepared By: Wes Trisler, Executive Director

Approved By: Zachary Flores, Acting City Manager

Caption:

**** RESOLUTION NO. 7582***

Authorizing Execution of an Agreement with Lloyd Plyler Construction, LLP, as Construction Manager-at-Risk, for Services in Connection with the Evaluation of Renovations and Additions to Fire Station No. 3.

Issue:

Awarding services for Construction Manager-at-Risk for renovations and additions to Fire Station No. 3

Background:

At the February 17, 2025 meeting, City Council approved the appointment of the Hidell and Associates architecture firm to study the cost and feasibility of renovations and additions to Fire Station No. 3. A public request for competitive, sealed proposals for a Construction Manager-at-Risk (CMAR) for this project resulted in nine (9) responses. Based on specific scoring criteria included in the bid solicitation, City staff recommends awarding the contract to Lloyd Plyler Construction, LLP (Plyler Construction) of Sherman, Texas. As CMAR, Plyler Construction will be responsible for estimating the total cost of the project (guaranteed maximum price "GMP") and will assume the risk of completing the project at the GMP.

This Resolution does not authorize Plyler Construction to commence construction of the renovations and additions to Station No. 3, rather it allows the City to continue working with Hidell and with Plyler Construction to evaluate the scope and cost of this potential project. The results of this planning and evaluation work will be presented to the Council for direction on whether to move forward with the renovations and additions to Fire Station No. 3 project. If Council moves forward with the renovations, Lloyd Plyler Construction will submit a final GMP for Council approval, which will set the final project cost. Once the GMP is approved and the GMP Amendment is executed by the City and Plyler Construction, Plyler Construction will be authorized to commence construction of the renovations to Fire Station No. 3. Until the GMP is approved and the GMP Amendment is executed, Plyler Construction is only authorized to perform Preconstruction Phase Services.

Capital Improvement Program:

Project No. 25-031 -- Fire Station #3 Remodel

Origination:

Building Maintenance

Financial Consideration:

The Pre-Construction Phase fee for professional CMAR services will be $1,200.00. The Construction Phase fee for professional CMAR services will be 2.98% of the Construction Phase total cost. Funds are budgeted in the Capital Improvement Program Fund.

Staff Recommendation:
It is recommended that the contract with Lloyd Plyler Construction, LLP for professional CMAR services relating to renovations and additions to Fire Station No. 3 be approved.

Alternatives:
As may be directed by the City Council

Attachments:
1. Resolution No. 7582
2. Exhibit A_RFP_CMAR_Station No. 3 Renovations and Additions
3. Addendum No. 1 -- Pre-Bid sheet
4. Exhibit B_Bid Submittal_Plyler Construction
5. Fire Station No. 3 Evaluation
6. A133-2019 v4 (08-12-2024) (Fire Station 3)(4904452.1) - Final
7. A133-2019 Exhibit B v1 (09-10-2020) (Fire Station 3)(4904451.1) - Final
8. A201-2017 v4 (06-11-2020) (Fire Station 3)(4570256.1) - Final - (3)(4576328.1)

RESOLUTION NO. 7581

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AWARDING A BID TO AND AUTHORIZING EXECUTION OF A CONTRACT WITH LLOYD PLYLER CONSTRUCTION, LLP, AS CONSTRUCTION MANAGER-AT-RISK (CMAR), FOR RENOVATIONS AND ADDITIONS TO FIRE STATION NO. 3; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS:

SECTION 1. That the City Manager be and is hereby authorized and directed to execute a contract with Lloyd Plyler Construction, LLP, of Sherman, Texas, as Construction Manager-at-Risk (CMAR) for renovations and additions to Fire Station No. 3 in accordance with all contract documents attached hereto and made a part hereof for all purposes. Any agreements related to the purchase must be approved by the City Attorney. Funds for this purchase are being committed out of the City of Sherman's fiscal year 2025-2026 budget.

SECTION 2. That it is hereby officially found and determined that the meeting at which this resolution is passed is open to the public and that public notice of the time, place, and purpose of said meeting was given as required by law.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, on this the 6th day of October 2025.

CITY OF SHERMAN, TEXAS

ATTEST:

BY: _____
TERI FINE, CITY CLERK

BY: _____
SHAWN TEAMANN, MAYOR

APPROVED AS TO FORM AND CONTENT:
THE LAW FIRM OF ABERNATHY, ROEDER, BOYD & HULLETT, P.C.

BY: _____
RYAN PITTMAN, CITY ATTORNEY

REQUEST FOR PROPOSAL FOR

CONSTRUCTION MANAGER–AT–RISK

For

RENOVATIONS & ADDITIONS TO FIRE STATION NO. 3

CITY OF SHERMAN

RFP NO. 2025-24

TUESDAY AUGUST 26, 2025 AT 2:00 P.M.

ARCHITECT
Hidell Associates Architects
3033 Kellway Dr. Suite 120
Carrollton, Texas 75006

Qualifications will be accepted by mail or hand delivery no later than Tuesday, August 26, 2025 at 2:00 p.m. to: City of Sherman, Finance Department, 220 W. Mulberry St. Sherman, Texas 75090

SECTION 1

INTRODUCTION

1.1 Background and Special Concerns

A. The City of Sherman, Texas ("Owner") has contracted with M. Arthur Gensler Jr. & Associates, Inc. ("Architect") to assist the "Owner" in addressing its needs for a Construction Manager at Risk for the construction of a RENOVATIONS & ADDITIONS TO FIRE STATION NO. 3.

B. The Project is described as follows:

a. The City of Sherman has engaged with an architectural and engineering team to design a RENOVATIONS & ADDITION TO FIRE STATION NO. 3. The project will consist of renovation and the addition of the existing single-story structure. The building additions will expand the bunk room and kitchen area, and create isolated bunker gear storage and cleaning areas. The scope of work will include renovation of an existing parking lot to create additional staff parking and a single-story wood frame garage structure for storage of fire equipment. The facility will be vacated during construction.

b. Project Costs are budgeted at approximately, $4,000,000.00 including construction of the improvements, technology, Construction Manager at Risk Fee, General Conditions, and Insurance Costs.

C. Owner is seeking a Construction Manager-at-Risk (CMAR) using the one-step process authorized by Section 2269, Subchapter F, of the Texas Local Government Code. Under this process, the Owner issues a Request for Proposals ("RFP") inviting interested general contractors to submit their qualifications for performing the work and their proposal to allocate the costs to perform the work.

D. This Request for Proposal by Owner is seeking a CMAR, the Owner is looking for a qualified general contractor, with prior experience in the construction of governmental facilities as set forth herein:

a. CMAR able to work with the Team prior to construction to analyze the Architect's design, including the Plans and Specifications, to ensure the feasibility and constructability of the Project design, and to assist in bringing the estimated construction cost of the Project within the Construction Budget through value engineering, the selection of building systems and materials, cost estimating, scheduling, and other means, without adversely affecting the capacity and quality of the Project; and

b. Who will propose a Guaranteed Maximum Price for the construction of the Project after or during completion of the pre-construction services, which is within the Construction Budget, at the 90% CD milestone. 90% CD GMP shall determine market buy out for subcontractors and manufacturers. These subcontractors shall submit the bought out scope (i.e. systems, finishes, materials, labor, etc.) to

construct the project. This information will be given to the Design Team for their use in completion of Issue For Permit and Issue For Construction documentation. Essentially, this will close the gap on coordination for the GMP basis and will streamline submittals, RFIs, constructability reviews, and construction administration services. The CMAR will serve as general contractor for the Project during the construction phase.

1.2 Statutory Requirements for a Construction Manager-at-Risk Contract under Section 2269, Subchapter F of Texas Local Government Code and other laws.

A. Definition: A "Construction Manager-at-Risk (CMAR)" is a sole proprietorship, partnership, corporation, or other legal entity that assumes the risk for construction, rehabilitation, alteration, or repair of a facility at the contracted price as a general contractor and provides consultation to the Owner regarding construction during and after the design of the facility.

B. Architects and Engineers: The Owner has previously selected the Architect to prepare construction documents for the Project and who has full responsibility for complying with the requirements of Chapter 1051, Subtitle B of the Texas Occupations Code (Regulation of Architecture and Related Practices).

C. Selection Process: After Owner receives the responses to the RFP, Owner will review the qualifications. Selection Criteria is set forth in Section 2.9 of this RFP. The Owner has the right to accept or reject any or all proposals in the best interest of the Owner.

With the one-step CMAR process, qualifications, proposed fees, and general conditions to the City of Sherman will be required in the proposal submittal, due no later than 2:00 PM, on August 26, 2025. Submittals will be reviewed upon receipt. It is anticipated a short list of Construction Managers will be interviewed, but the Owner reserves the right not to conduct interviews and base the selection strictly on the qualifications submitted or to eliminate any Construction Managers from the selection as late as the day prior to any potential interview if the Owner determines the qualification is insufficiently responsive to merit further consideration.

D. The successful Offeror will enter into a Construction Manager-at-Risk Agreement ("Agreement") with the Owner.

E. Upon execution of the Agreement, the CMAR must show ability to provide the insurance and bonds described in the Agreement.

F. The CMAR and all subcontractors must comply with the prevailing wage rate requirements described in the Agreement.

G. The CMAR must select subcontractors or trade contractors in accordance with the terms of applicable law and the Agreement, which are summarized as follows:

1) Trade Contractors and Subcontractors: A CMAR shall publicly advertise and solicit either competitive bids or competitive sealed proposals from trade contractors or subcontractors for the performance of all major elements of the work other than the minor work that may be included in general conditions. A CMAR may seek to perform portions of the work itself if the CMAR submits its bid or proposal for those portions of the work in the same manner as all other trade contractors or subcontractors and if the Owner determines that the CMAR's bid proposal provides the best value for the Owner. The Owner reserves the right to contract separately with other suppliers, vendors and contracts as deemed in the best interest of the their project, and CMAR will be required to coordinate with any other contracts such as, HVAC, testing and balancing, material testing, etc.

2) Receipt of Bids or Proposals: The CMAR, Program Manager, Architect and the Owner shall receive and open all trade contractor or subcontractor bids or proposals in a manner that does not disclose the contents of the bid or proposal during the selection process.

3) Acceptance of Recommendations for Trade Contractors and Subcontractors: If the CMAR reviews, evaluates, and recommends to the Owner a bid or proposal from a trade contractor or subcontractor, but the Owner requires a bid or proposal from another trade contractor or subcontractor to be accepted, then, pursuant to the terms of the Agreement, the Owner shall compensate the CMAR by a change in Contract Sum, Contract Time, or Guaranteed Maximum Price for any additional cost and risk, which has been demonstrated to Owner's satisfaction and as required by the Agreement, that the CMAR may incur because of the Owner's requirement that another trade contractor or subcontractor bid or proposal be accepted.

4) Audits: The Owner will retain the right to audit the accounting records of this project upon demand for up to 1 year after the final completion of the work.

H. Project Scope, Schedule: Information about scope, schedule, and budget, are as follows:

The City of Sherman has engaged an architectural and engineering team for the renovation and addition of Fire Station Three. This single-story facility is located at the southwest corner of Highway 1417 and West Pecan Grove Road. The renovation will utilize the existing wood frame and CMU structure, with internal wall reconfigurations, for the firehouse. The Apparatus bay configuration will remain, with updates to the overhead doors, ventilation systems, and flooring material. The existing bunk rooms, kitchen and restrooms will be reconfigured and updated to meet current department standards. The new configuration will include

isolated bunker gear storage, gear laundry, individual bunk rooms, toilets/showers, offices, and a kitchen. The existing electrical and plumbing systems will be modified as needed. The existing mechanical system will be replaced, and all new mechanical, electrical and plumbing systems are anticipated as part of the scope of work. The existing parking lot will be expanded to provide additional staff parking. Project Costs are budgeted at approximately $4,000,000.00, including the construction of improvements, Construction Manager at Risk Fee, General Conditions and Insurance Costs.

The Owner will contract directly with a Construction Manager at Risk (CMAR) for performing the pre-construction services and general construction of the project as described below:

1) Scope of Services:

(a) Preconstruction Services:

The CMAR will work with the Team before construction to ensure the feasibility and constructability of the Architect's design and that the cost of construction of the Project is within the estimated Construction Budget through value engineering, the selection of building systems and materials, cost estimating, scheduling, and other means. Upon the completion or during the process of such services, the CMAR will competitively bid and enter into subcontracts for all portions of the work, except for work specifically approved by the Owner when appropriate for scheduling or logistical reasons. CMAR will submit a proposal of a Guaranteed Maximum Price for the construction of the Project, which is within the Owner's Construction Budget.

(b) Construction Services:

The CMAR will serve as the General Contractor to perform all work for the construction of the Project. The scope of Construction services will be determined based on the final Drawings and Specifications but may consist of **one or more** of the following areas of work or building components: site clearing, excavation, fill, select fill and backfill; site utilities; concrete sidewalks, curbs and gutters; concrete paving, rough and finish grading, topsoil and seeding; fencing and gates, selective demolition, concrete piers, concrete slab-ongrade, concrete masonry (CMU) interior walls and exterior wall with masonry and stucco veneer materials, concrete foundation, concrete floor slab, wood frame(load bearing walls and trusses), miscellaneous metals and metal fabrications; rough and finish carpentry, millwork and casework; damp-proofing and waterproofing, caulking and sealants, thermal insulation, flashing and sheet metal, asphalt shingle roofing, doors, door hardware and frames, aluminum doors and frames, glass and glazing, finish architectural hardware, acoustical ceilings, epoxy flooring and base, gypsum drywall,

painting and special floor coatings, interior and exterior signage; miscellaneous specialties; equipment, industrial shelving, bunker gear lockers, specialty washer / extractors, specialty equipment, access control and security electronics; sound enhancement systems; kitchen equipment; laundry equipment, fire protection; and mechanical, plumbing and electrical systems, and any other requirements set out in the Contract Documents.

The work does not include inspection services, the testing of construction material engineering, and the verification testing services necessary for Owner's acceptance of the Project, which will be performed under a separate contract with an independent provider, as required by law.

CMAR construction phase responsibilities shall consist of but not limited to the following:

Site utilization study for construction activities
Prepare subcontractors bid or proposal packages
Conduct pre-bid meetings
Receive, review, and conduct proper award of contracts
Provide coordination and management of subcontractors
Monthly reporting
Project cost control
Quality control program
Project Accounting
Audits
Job safety and security functions
Project post construction services

2) Architect's Design Work. Architect's work to date has included development of the building layout, systems, and finishes to a level which indicates all major scope items. The intent of the drawings is to indicate all necessary modifications to the structure, building systems, and finishes to allow for an accurate assessment of the cost and constructability of the current design.

3) Schedule: The current overall estimate of the Construction Time for substantial completion of the Project is approximately 12 months after the date specified in the Notice to Proceed for commencement of the construction work. Phased completion of the projects **is not** anticipated. This Schedule may be adjusted as a result of negotiations on Proposals or preconstruction services by the CMAR.

SECTION 2

NOTICE TO RESPONDENTS

2.1 Request for Qualifications

The City of Sherman, Texas (the "Owner") is accepting qualification information for a CMAR contract, pursuant to Section 271.111 *et seq*. of the Texas Local Government Code, in accordance with the terms, conditions and requirements set forth in this Request for Proposal ("RFP").

RESPONDENTS ARE CAUTIONED TO READ THE INFORMATION CONTAINED IN THIS RFP CAREFULLY AND TO SUBMIT A COMPLETE RESPONSE TO ALL REQUIREMENTS AND QUESTIONS AS DIRECTED.

2.2 Submittal Format

Responses must comply with the Submittal Requirements set out in Section 3 of this RFP.

2.3 Submittal Deadline

The Owner will accept Responses to this RFP until 2:00 p.m. Local Time on Tuesday, August 26, 2025, after which time all Responses timely received will be publicly opened, and the names of the Respondents and submitted pricing information will be read aloud. Responses received after 2:00 p.m. will not be considered.

2.4 Place for Submission:

Responses must be submitted to the Finance Department of City of Sherman by mail or hand delivery as follows:

Finance Department
220 W. Mulberry St.
Sherman, TX 75090

It is the responsibility of each Respondent to make sure Responses are submitted in a timely manner. The Owner is not responsible for delays in mail delivery, or failure of couriers to deliver Responses prior to the expiration of the deadline for submission. The Owner shall not be obligated to reimburse any expenses incurred by the Respondent in preparing a Response, which is not accepted or considered.

2.5 The Owner's Contact

Any questions or concerns regarding this Request for Qualifications shall be directed to the Architect's representative: Aaron Babcock: ababcock@hidell.com

The Owner specifically requests that Respondents restrict all contact and questions regarding this RFP to the above named individual.

2.6 Inquiries and Interpretations

Responses to inquiries which directly affect an interpretation or change to this RFP will be issued in writing by addendum and emailed to all parties recorded by the Owner / Architect as having received a copy of the RFP. Requests for interpretation or changes to this RFP must be received by the Owner's contact person listed in Section 2.5 above by 5:00 PM on August 21, 2025. All such addenda issued by the Owner / Architect prior to the last date that submittals are required to be received shall be considered part of the RFP, and the Respondent shall be required to consider and acknowledge receipt of such in its Response. Firms receiving this RFP other than directly from the Owner / Architect are responsible for notifying the Owner / Architect that they are in receipt of a submittal package and are to provide a name and address in the event an amendment is issued. It is the obligation of the Respondent to make sure that it has received all addenda prior to submission of its Response. Respondents may obtain information on all addenda issued to the date of inquiry from the Owner's contact person listed in Section 2.5 above.

Only those responses to inquiries which are made by formal written addenda shall be binding. Oral and other interpretations or clarifications will be without legal effect, and shall not be binding on the Owner. The Respondent must acknowledge receipt of all addenda in its Response.

2.7 Selection Procedure

The procedure for selecting the CMAR is described in Section 2.9 of this RFP.

2.8 Public Information

The Owner considers all information, documentation and other materials requested to be submitted in response to this solicitation to be of a non-confidential and/or non-proprietary nature and therefore shall be subject to public disclosure under the Texas Public Information Act (*Texas Government Code*, Chapter 552.001, *et seq.*) after a contract is awarded.

Respondents are hereby notified that the Owner strictly adheres to all statutes, court decisions, and opinions of the Texas Attorney General with respect to disclosure of public information.

2.9 Selection Criteria for Qualification

The selection criteria for evaluation of qualifications, and selection of the qualified Respondent(s), if any, will be based on the criteria listed below:

1) The Respondent's demonstrated capability, as a company, to perform the construction management and construction services for the projects based on the Respondent's experience, including quality of references from past customers. (15 points)

2) The Respondent's capability to provide the resources, including financial, equipment and staffing, necessary to meet Project requirements. (5 points)

3) The qualifications and experience of the team members proposed to manage the Project for Respondent. (10 points)

4) The Respondent's past performance on construction projects for Texas Cities, Counties and/or other Owners. (10 points)

5) The Respondent's knowledge of current construction methodologies and technology, including its knowledge of, and experience with, alternative construction methods, non-traditional and cost-effective construction methods appropriate for the use in City of Sherman projects. (5 points)

6) The demonstrated ability of the Respondent to meet schedules on past projects. (10 points)

7) The Respondent's safety record supported by accurate and verifiable data. (5 points)

8) The demonstrated ability of the Respondent to successfully complete past projects within the applicable construction budget. (20 points)

9) The Respondent's price as based on fee and General Conditions. (20 points)

Consideration may also be given to any additional information and comments at each selection phase if it reflects on the Respondent's qualifications to perform the Project.

2.10 Respondent's Acceptance of Evaluation Methodology

<u>WAIVER OF CLAIMS:</u> Each Respondent by submission of a Response to this RFP waives any claims it has or may have against the Owner, its employees, officers, agents, representatives, and the members of Owner's governing body, connected with or arising out of this RFP, including, the administration of the RFP, the RFP evaluation, and the selection of qualified Respondents to receive a Request for Proposals. Submission of qualifications indicates Respondent's acceptance of the evaluation technique and Respondent's recognition that some subjective judgments must be made by the Owner during the determination of qualification. Without limiting the generality of the foregoing, each Respondent acknowledges that the basis of selection and the evaluations shall be made public not later than the 7th day after the contract is

awarded, and waives any claim it has or may have against the above-named persons, due to information contained in such evaluations.

2.11 Commitment

Respondent understands and agrees that the Owner has the ability to terminate its selection process at any time, and to reject any and all Responses, or any and all Proposals, and that the Owner has made no representation, written or oral, that it will award a contract for this Project. Furthermore, Respondent recognizes and understands that any cost incurred by the Respondent which arises from Respondent's submittal of a Response to this RFP shall be the sole responsibility of Respondent.

2.12 Key Events Schedule:

Currently, the Owner has established the following tentative timeline for its selection process:

1st Advertisement	August 9th
2nd Advertisement	August 16th
Pre-Bid/Site Visit	August 19th (2pm)
Final day to ask questions	August 21st
CMAR Proposals	August 26th
CMAR Selection (interview)	August 28th
Recommendation to Award	September 15th

This timeline is subject to change by Owner.

2.13 Eligible Respondents

Only individual firms or formal joint ventures may respond to this RFP. Two firms may not respond jointly unless they have formed a joint venture. (This does not preclude a Respondent from having consultants.)

SECTION 3

SUBMITTAL REQUIREMENTS

3.1 General Instructions

A. Respondents should carefully read the information contained herein, and submit a complete response to all requirements and questions as directed.

B. Responses and any other information submitted by Respondents in response to this RFP shall become the property of the Owner.

C. The Owner will not provide compensation to Respondents for any expenses incurred by the Respondent(s) for submittal preparation or for any demonstrations that may be made, unless otherwise expressly stated or required by law. Respondents submit qualifications and other submittal information in response to this RFP at their own risk and expense.

D. Responses which are qualified with conditional clauses, or alterations, or items not called for in the RFP documents, or irregularities of any kind are subject to disqualification by the Owner, at its option. The Owner reserves the right to waive any irregularity or informality in a Response or Proposal.

E. Each Response should be prepared simply and economically, providing a straightforward, concise description of the Respondent's ability to meet the requirements of this RFP. Emphasis should be on completeness, clarity of content, responsiveness to the requirements, and an understanding of the Owner's needs.

F. The Owner makes no guarantee that an award will be made as a result of this RFP and reserves the right to accept or reject any or all submittals, waive any formalities, irregularities, or minor technical inconsistencies, or delete any item/requirements from this RFP or contract when deemed to be in the Owner's best interest. Representations made within the Proposal will be binding on responding firms.

G. Failure to comply with the requirements contained in this RFP may result in a finding that the Respondent is not qualified.

H. Only individual firms or formal joint ventures may apply. Two firms may not apply jointly unless they have formed a joint venture. Any associates will be disqualified. (This does not preclude a Respondent from having consultants.)

3.2 Preparation and Submittal Instructions

A. Respondents must complete, sign and return the attached Response to RFP, Section 4, as part of their proposal submittal. Submittals must be signed by Respondent's company official(s) authorized to execute such submittals on behalf of Respondent. Failure to sign and return these forms will subject your submittal to disqualification.

B. Responses to this RFP should also consist of answers to required questions in Section 5 Respondent Questionnaire. It is not necessary to repeat the question in your response; however, it is essential that you reference the question number with

your response corresponding accordingly. In cases where a question does not apply or if unable to respond, reference the question number and indicate N/A (Not Applicable) or N/R (No Response), as appropriate. Briefly explain your reason when responding N/R.

C. Page Size, Binders and Dividers

Submittals must be typed on letter-size (8-1/2" x 11") paper. The Owner requests that submittals be submitted in a three (3) ring binder. Preprinted material should be referenced in the submittal and included as labeled attachments. Sections should be divided by tabs for ease of reference. Number each side of each page consecutively, including letter of interest, brochures, licenses, resumes, supplemental information, etc. Submittals must be limited to 50 pages. Covers, table of contents and divider tabs will not count as pages, provided no additional information is included on those pages. Provide the number of copies of the submittal specified in Section 3.2,E. **Any submittals exceeding the 50-page limit may be disqualified.**

D. Pagination

All pages of the submittal should be numbered sequentially in Arabic numerals (1, 2, 3, etc.). Attachments should be numbered or referenced separately.

E. Number of Copies

Submit a total of one original and (5) complete copies of the entire Response. An original signature must appear on the original Response.

F. Submission

1. Show the Request for Proposal number and submittal date in the lower left-hand corner of your sealed submittal envelope (or box or container).

2. The materials submitted must be enclosed in a sealed envelope (or box or container); the package must show clearly the submittal deadline; the RFP number must be clearly visible; and name and the return address of the Respondent must be clearly visible on the outside of the sealed envelope (or box or container).

3. Late submittals properly identified will be returned to Respondent unopened. Late submittals will not be considered under any circumstances.

4. Telephone submittals are not acceptable when in response to the Request for Proposals.

5. Facsimile ("FAX") submittals are not acceptable when in response to this Request for Proposals.

6. Internet ("E-mail") submittals are not acceptable when in response to this Request for Proposals

3.3 Pricing

RFP Submittals shall include proposals for fees, pricing, or other compensation addressed in Proposal (Section 6).

3.4 Submittal Checklist

Respondents are instructed to complete, sign and return the following documents as a part of their submittal. Failure to return these documents may subject your submittal to disqualification.

Signed and Completed Response to RFP (ref. Section 4) Exhibit B
Respondent's Responses to Questionnaire (ref. Section 5) Ex. B
Respondent's Proposal (ref. Section 6) Exhibit B

Additional forms required with submittal:
Exhibit D: Affidavit of No Prohibited Interest.
Exhibit E: Conflict of Interest Questionnaire

SECTION 4

RESPONSE: RFP NO. 2025-24

City of Sherman

This response is being submitted by the undersigned, on behalf of the Respondent

_____.

The person signing this Response on behalf of the Respondent represents to Owner that:

(1) the information provided herein is true, complete and accurate to the best of the knowledge and belief of the undersigned; and

(2) he/she has full authority to execute this Response on behalf of Respondent.

(3) Respondent has received the Addenda to this RFP, specifically, Addenda numbered .

Executed this _____ day of , 20__.

RESPONDENT:

_____

By: _____

Name: _____

Title: _____

Attachment: Responses to Respondent's Questionnaire

SECTION 5

RESPONDENT QUESTIONNAIRE

Respondents are requested to submit a complete response to each of the below listed items. Responses requiring additional space should be brief and submitted as an attachment to the Respondent Questionnaire.

RFP No. 2025-24

1. Legal name of the company:

   _____
   Address of office which would be providing service:

   _____
   Number of years in business under present name: _____

   _____
   Previous company names: _____

   Type of Operation: Individual: ___ Partnership: ___ Corporation: ___

   Number of Employees: _____

   Annual Sales Volume: _____

   Bonding Capacity:_____

2. State whether you will provide a copy of your company's financial statements for the past two (2) years, if requested by the Owner.

3. Surety: Name of bonding company, name and address of agent. A bond of 100% of the construction cost will be required upon submission of the GMP. Proof of ability of Construction Manager at Risk to bond a project of this magnitude will be required prior to selection.

4. Provide a Financial rating of your company and any documentation, including a Dunn and Bradstreet analysis, which indicates the financial stability of your company.

5. Is your company currently for sale or involved in any transaction to expand or to become acquired by another business entity? If yes, please explain the impact both in organizational and directional terms.

6. Provide any details of all past or pending litigation or claims filed against your company arising out of or in connection with your company's performance under a contract for

construction management and/or construction services. Describe how such suit or claims were resolved.

7. Is your company currently in default on any loan agreement or financing agreement with any bank, financial institution, or other entity? If yes, specify date(s), details, circumstances, and prospects for resolution.

8. Does any relationship exist between your company and any of Owner's officers, employees or Architect whether by relative, business associate, capital funding agreement or any other such kinship? If yes, please explain.

9. What difficulties do you anticipate in serving the Owner and how do you plan to manage these? What assistance will you require from the Owner?

10. Describe your company's service support philosophy, how is it carried out, and how success in keeping this philosophy is measured.

11. Provide details regarding any special services or product characteristics, or other benefits offered, or advantages in the Owner selecting your company.

12. Describe your firm's past performance on other contracts for the Owner (e.g. cost control, cost savings, schedule control).

13. Describe your firm's demonstrated technical competence and management qualifications with CMAR or construction contracting projects, particularly those for projects similar to this project.

14. Describe the types of records, reports, monitoring systems, and information management systems which your firm used in the management of the projects listed above. Describe how you used these systems for three of the projects listed in response to item 16.

15. Describe your firm's management methodologies for the CMAR project delivery system.

16. For three of the projects listed below in response to item 16, describe conflicts or potential conflicts with the Owner or with trade contractors, and describe the methods used to prevent and/or resolve those conflicts.

17. Provide a maximum of ten projects with photos for which your firm has provided/is providing construction management or construction services which are most related to this project. In determining which projects are most related, consider: same or related use of facilities; related size and complexity; whether the project consisted of an expansion of an existing facility or new construction; how many members of the proposed team (and their role) worked on the listed project; and, how recently the project was completed. List the projects in priority order, with the most related projects listed first.

18. For each of the listed projects, provide the following information: construction cost (original Budget, GMP and final construction cost), current phase of development, estimated (or past) completion date, type of construction services provided (CM at risk with GMP, CM-agency, design/build, general contractor-low bid, general contractor through sealed proposals), Owner's contact person and telephone number, and the name and telephone number of the project architect.

19. Describe your firm's experience with alternative construction methods, non-traditional and cost-effective construction methods appropriate for the use of a similar project. State whether any of these methods were used on the projects listed in item 16, and if so, which projects. Would you recommend using any of these methods for this Project? Why or why not?

20. Describe your company's quality assurance program, what are your company's requirements, and how are they measured? In particular, describe the way your firm maintains quality control during the pre-construction and construction phases. For three of the projects listed in response to this Section, provide specific examples of how these techniques were used.

21. Describe your cost control methods for the preconstruction and construction phases. How do you develop cost estimates and how often are they updated? For three of the projects listed in response to item #16, provide examples of how these techniques were used and what degree of accuracy was achieved. Include examples of a successful constructability program used to maintain project budgets without sacrificing quality.

22. Provide customer reference letters from no less than three (3) public entities, preferably counties, with which Respondent currently has contracts and/or has previously provided construction management services of equal type and scope within the past five (5) years. **DO NOT USE REFERENCES FROM CURRENT CITY OF SHERMAN OFFICIALS.**

23. Describe the way in which your firm develops and maintains project schedules. How often do you update schedules? For three of the projects listed in response to this Section, provide examples of how these techniques were used. Include specific examples of scheduling challenges, and how your firm helped solve them.

24. Provide your company's safety Experience Modifier Rate (EMR), Recordable Incident Rate (RIR) and your Loss Indicator Rate (LIR). Indicate any OSHA special recognition or awards your company has received.

25. Has your company, or any subcontractors under your control on a project, had a death on a project site. If yes, provide additional information.

26. Describe the way in which your firm develops and monitors construction budgets for a project. How often do you compile your actual construction cost information during a project and compare it with your estimated construction costs? How often do you update your schedule of values? For three of the projects listed in this Response, provide examples of budget challenges, and how your firm helped solve them.

27. Attach a sample conceptual cost estimate prepared during the design phase and a sample of the final cost estimate/breakdown used to fix the contract amount for the construction of the same project.

28. Describe how your fee for preconstruction phase services would be determined. For your services after the GMP, describe how your fee would be calculated, and how you distinguish between what is included in your fee and general conditions vs. the cost of work.

29. Describe your organizations concept for the disposition of savings realized during construction. Is the full amount returned to the Owner? Give examples of projects where savings occurred.

30. Describe your organizations concept for cost contingencies during design and construction

PROPOSAL

Construction Manager-at-Risk

for

City of Sherman

Construction Manager at Risk for RENOVATIONS & ADDITIONS TO FIRE STATION NO. 3

RFP No. 2025-24

Submitted by:

Having examined the Request for Proposal, the undersigned proposes to furnish Construction Management-At-Risk services as required for this project as follows:

Pre-Construction Phase Fee, Construction Phase Fee and General Conditions shall be based on the following project construction budget of approximately: $4,000,000.00

Pre-Construction Phase Fee, Construction Phase Fee and General Conditions shall be based on the following project schedule:

Preconstruction ____3___ months
Construction __12___ months

1. **Pre-Construction Phase Fee:** To included personnel expense, project estimates, preliminary project schedules, value engineering, constructability reviews, preplanning, overhead and profit, and other services through the pre-construction phase of the Project.

   Pre-Construction Phase Fee: $ _____ .

2. **Construction Phase Fee:** Identify a Construction Phase Fee Percentage and dollars of the construction budget for all home office expenses and any other expenses not included in the Allowable General Conditions Costs identified in Exhibit 'A', including all overhead and profit.

   Construction Phase Fee Percentage: % _____.

   Construction Phase Fee Dollars: $ _____ .

3. Not-To-Exceed General Conditions Costs:

General Conditions Percentage: %_____ .

General Conditions Dollars: $_____ .

Monthly General Conditions Dollars: $ _____ .

Using the not-to-exceed General Conditions identified above, list all project management, bonds, insurance, field office and office supplies costs for the Project(s).

Allowable General Conditions Line Items (see list below):

On Site Management Staff	subtotal $
Bonds and Insurance	subtotal $
Temporary Project Utilities	subtotal $
Field Office & Office Supplies	subtotal $
Total	$

Estimated On-Site Project Management Staff and Rates:

Position	Quantity	Months	Monthly Salary Rate
Project Executive Project Manager			
Superintendent(s) Asst. Superintendents Project			
Engineer(s) Fields/Office Engineers(s)			
Field Support Staff			
Scheduler			
Safety Manager			

4. Addenda: Acknowledgement of Addenda to this RFP (if applicable).

No. 1 ___ No. 2 ____ No. 3 _____ No. 4 _____ No. 5

Respectfully Submitted and Certified By:

_____ _____

(Printed Name) ***(Title)***

_____ _____

(Authorized Signature) ***(Date)***

Exhibit 'A'

ALLOWABLE GENERAL CONDITION LINE ITEMS

(Include items in spreadsheet below as deemed necessary. All items listed must include a dollar amount)

On-Site Project Management Staff

Safety Coordinator/Assistant(s)	Scheduler
Project Executive	Superintendent(s)
Office Engineer(s)	Project Manager(s)
Project Expeditor(s)	Project Support Staff
Assistant Superintendent(s)	Cost Engineer

Temporary Project Construction and Utilities

Dumpsters	Project Water
Project Electricity	Temporary Toilets
Monthly Telephone Service	Temporary Fire Protection
Telephone System Installation	Fencing and Covered Walkways
Temporary Water Distribution and Meters meters	Temporary Electrical Distribution and Ceremonies

Field Offices & Office Supplies

Partnering Costs	First Aid Supplies
Job Photos/Videos	Project Specific Signage
Monthly Office Supplies	Postage/Special Shipping
Project/As-Built Drawings	Security System/Watchman
Move-In/Out and Office Setup	Safety Material and Equipment
Employee Identification System	Drinking Water and Accessories
Small Tools and Storage Trailers	Office Clean-Up/Janitorial Services
Monthly Office Trailer Rental Costs	Project Computers and Software
Mobilization and Demobilization (Equipment Only)	Field Office Furniture
Fields Office Equipment	Copier and Supplies
Field Office Telephone	Communications Equipment
Vehicles	Vehicle Fuel and Maintenance
Safety Equipment/Supplies	Advertising

PROPOSAL FORM

EXHIBIT 'A'

Construction Manager at Risk for Sherman Fire Station No. 3

General Conditions					
	Description	**Quantity**	**Unit**	**Cost $/Unit Including All Burden, Insurance, Etc.**	**Total**
	On Site Project Management		Mo.		
	Project Executive		Mo.		
	Project Manager		Mo.		
	Superintendent(s)		Mo.		
	Assistant Superintendent(s)		Mo.		
	Office Engineer(s)		Mo.		
	Project Expeditor		Mo.		
	Scheduler		Mo.		
	Project Support Staff		Mo.		
	Cost Engineer		Mo.		
	Bonds and Insurance				
	Builder's Risk Insurance		LS		
	Payment and Performance Bond		LS		
	Temporary Project Construction and Utilities for CM Staff				
	Dumpsters for CM Staff		Mo.		
	Monthly Telephone Service		Mo.		
	Project Water		Mo.		
	Temporary Toilets		Mo.		
	Temporary Fire Protection		Mo.		
	Telephone System Installation		LS		
	Ceremonies		LS		
	Electrical and start-up power		LS		
	Field Offices and Office Supplies for CM Staff				
	Partnering Costs		LS		
	Job Photos and Videos		Mo.		
	CM Project Specific Signage		LS		
	Postage and Deliveries		Mo.		
	Mobilization for Office Trailers		LS		
	Monthly Office Rental Costs		Mo.		
	Storage Trailers		Mo.		
	Field Office Equipment		Mo.		
	Vehicles including Fuel, Maintenance and Insurance		Mo.		
	Safety Equipment		Mo.		
	First Aid Supplies		Mo.		
	Job Office Supplies		Mo.		
	Janitorial Services		Mo.		
	Project Computers and Software		Mo.		
	Field Office Furniture		Mo.		
	Copy Machine and Supplies		Mo.		
	Communications Equipment		Mo.		
	Advertising		Mo.		
	TOTAL GENERAL CONDITIONS				

Exhibit C
City's Insurance Requirements

I. GENERAL INSURANCE REQUIREMENTS –

A. All policies shall name the City of Sherman, its officers, agents, representatives and employees as additional insureds as to all applicable coverages with the exception of workers compensation insurance.

B. Such policies shall require the provision of written notice to City 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.

C. Such policies shall provide for a waiver of subrogation against City for injuries, including death, property damage or any other loss to the extent the same is covered by the proceeds of the insurance.

II. INSURANCE COMPANY QUALIFICATION – All insurance companies providing the required insurance shall be authorized to transact business in the State of Texas, and shall have a minimum rating of "A" by A.M. Best's Key Rating Guide, or other equivalent rating service(s).

III. CERTIFICATE OF INSURANCE – A Certificate of Insurance and all applicable endorsement(s) evidencing the required insurance shall be submitted prior to commencing work under this Agreement. If the Agreement is renewed or extended by City, a Certificate of Insurance and all applicable endorsement(s) shall also be provided to City prior to the date the Agreement is renewed or extended.

IV. INSURANCE CHECKLIST – "X" means that the following coverage is required for this Agreement.

Coverage Required		Limits
_X_	1. Worker's Compensation & Employer's Liability	▪ Statutory Limits of the State of Texas
_X_	2. General Liability	▪ Minimum $1,000,000.00 each occurrence; ▪ Minimum $2,000,000.00 in the aggregate.
___	3. XCU Coverage	▪ Minimum $1,000,000.00 each occurrence; ▪ Minimum $2,000,000.00 in the aggregate.
___	4. Professional Liability	▪ Minimum $1,000,000.00 each claim; ▪ Minimum $2,000,000.00 in the aggregate.
___	5. Umbrella Coverage or Excess Liability Coverage	▪ An amount of $ 2,000,000.00.

_X_ 6. City and its officers, agents, representatives and employees named as additional insured on General Liability Policy, as provided above. This coverage is primary to all other coverage City may possess.

_X_ 7. General Liability Insurance provides for a Waiver of Subrogation against City for injuries, including death, property damage, or any other loss to the extent that same is covered by the proceeds of the insurance. All insurance policies that are required to name City as an additional insured must be endorsed to read as primary and non-contributory coverage regardless of the application of other insurance.

_X_ 8. Thirty (30) days' notice of cancellation, non-renewal, or material change required. The words "endeavor to" and "but failure" (to end of sentence) are to be eliminated from the Notice of Cancellation provision on standard ACORD certificates.

_X_ 9. Insurance company has a minimum rating of "A" by A.M. Best's Key Rating Guide, or other equivalent rating service(s).

_X_ 10. The Certificate of Insurance must state the project title.

___ 11. Other Insurance Requirements (State Below):

Exhibit D

Affidavit of No Prohibited Interest

THE STATE OF _____ §

THE COUNTY OF _____ §

I, _____, an authorized agent of Contractor, make this affidavit and hereby under 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 under this Agreement (Check all that apply):

_____ Ownership of ten percent (10%) or more of the voting shares of the business entity.

_____ Ownership of Twenty-Five Thousand and 00/100 Dollars ($25,000) 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).

_____ A relative of mine has a substantial interest in the business entity or property that would be affected by my business decision of the public body which I am a member.

_____ Other:_____.

_____ None of the Above.

Upon filing this affidavit with the City of Sherman, Texas, I further affirm that no relative of mine, in the first degree by consanguinity or affinity, as defined in Chapter 573, TEX. GOV'T CODE, as amended, is a member of a public body which took action on the agreement.

Signed this ___ day of _____, 202_.

_____
Signature of Official/Title

BEFORE ME, the undersigned authority, this day personally appeared _____, 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 _____ day of _____, 202_.

_____
Notary Public in and for the State of _____
My commission expires: _____

EXHIBIT E

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

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

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

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

OFFICE USE ONLY

Date Received

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

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

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

_____

Name of Officer

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

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

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

7

_____ _____

Signature of vendor doing business with the governmental entity Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

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

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

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

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

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

***

(2) the vendor:

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

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

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

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

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

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

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

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

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

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

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

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

(1) the date that the vendor:

(A) begins discussions or negotiations to enter 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

(2) the date the vendor becomes aware:

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

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

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

TEXAS ETHICS FORM 1295 & VERIFICATION FORM 2270

NOTE: TEC Form 1295 will not be required for all submitting contractors, but, will be required from the recommended contractor prior to award. Verification Form 2270 is required with all proposal submittals. See next page for forms.

INSTRUCTIONS for
State Law Mandated Certificate of Interested Parties Form (Form 1295)

1. Pursuant to House Bill 1295 passed by the 84th Texas Legislature (Section 2252.908, Texas Government Code, as amended) and formal rules released by the Texas Ethics Commission (TEC), all contracts with private business entities requiring approval by the Sherman City Council must be accompanied by an original signature unsworn declaration, Certificate of Interested Parties, Form 1295.

2. Form 1295 must be completed in accordance with the TEC Rules: (https://www.ethics.state.tx.us/legal/ch46.html) and Section 2252.908 of the Texas Government Code, as amended: (http://www.legis.state.tx.us/tlodocs/84R/billtext/html/HB01295F.htm).

3. For questions or issues regarding the TEC rules and state law provisions and how Form 1295 should be completed, please consult with your own legal counsel.

4. In order to fill out and submit Form 1295, you will need to log in as directed on the TEC website: https://www.ethics.state.tx.us/whatsnew/elf info form1295.htm

   Tutorials for creating an account and for creating and submitting Form 1295 may also be found on this web page.

5. Please provide the bolded information exactly as it appears below when creating your certificate:

   Who is the contract with? Click the button for **Other**

   Governmental Entity

   Agency/Entity Name: **City of Sherman**

   Contract ID Number: **2025-24**

   Description of Goods and Services to be provided: **Request for Proposal for Construction Manager-At-Risk for Renovations & Additions to Fire Station No. 3**

6. All other fields as required or as applicable to the individual vendor must be completed as explained in the tutorial video.

7. Vendors must provide a signed, original signature copy of this form along with four signed, notarized, original signature copies of the contract no later than 14 days after Notice of Recommendation for Award is received. All documents shall be signed by an Officer, Director or other Authorized Agent of the company. If the individual signing as Authorized Agent is not an officer or director of the company, appropriate documentation must be included with these documents to confirm that the individual has the authority to bind the company contractually.

VERIFICATION REQUIRED BY TEXAS GOVERNMENT CODE CHAPTER 2270

By signing below, the signatory hereby verifies that the firm it represents:

1. Does not boycott Israel; and,

2. Will not boycott Israel during the term of the contract.

SIGNED BY: _____

Print Name & Title: _____

Firm Name: _____

Date Signed: _____

NOTARIZATION

THE STATE OF _____)
)
COUNTY OF _____)

BEFORE ME, the undersigned notary public on this day personally appeared _____, on behalf of _____ (Company), who, being duly sworn, stated under oath that he/she has read the foregoing verification required by Texas Government Code Section 2270.002 and said statements contained therein are true and correct.

SWORN TO AND SUBSCRIBED before me on the_____day of _____, 202__.

_____
NOTARY PUBLIC IN AND
FOR THE STATE OF _____

The following definitions apply to Texas Government Code Section 2270.001:

(1) "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; and

(2) "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit.

State law requires any firm entering into an agreement or contract with the Authority to complete the foregoing verification. TEX. GOV'T CODE § 2270.002.

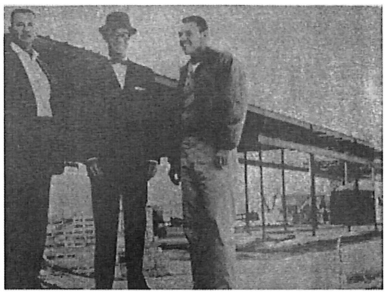
ADDENDUM NO. 1

City of Sherman
Finance Department
CMAR – Renovations & Additions to Fire Station No. 3
Pre-Bid/Site Visit
August 19, 2025 2PM

In attendance:

Name	Company	Email
Sidney Phillips	Plyler Construction	Sphillips@plylerbuilds.com
DAVID PLYLER	PLYLER CONSTRUCTION	dplyler@plylerbuilds.com
WES TRIGLER	CITY of SHERMAN	JamesT@CityofSHERMAN.COM
ERIC SANDBERG	COS	ericS@cityofsherman.com
David Taylor	Construction Zone	bids@czglobal.com
Taylor Heinz	CORE	taylorheinz@corelld.com
NICHOLE KOTSUR	CORE	NICHOLEKotsur@COREconstruction.com
JASON MOORE	BYRNE	JMOORE@TSBYRNE.COM
Micah Corn	Key	mpcorn@Keyconstruction.com
Matthew Zilles	WPI	Matt.Zilles@WPI.com
TODD SCALLORN	CORE	TODDSCALLORN@COREconstruction.com
Craig Long	CoS	craigl@cityofsherman.com
Stanley Morgan	BBL Building Co	*met at site visit*

PLYLER CONSTRUCTION | A Legacy of Excellence



COMPANY HISTORY

Established in 1962 by Lloyd Plyler, Plyler Construction is headquartered in Sherman, Texas. From the very beginning, Lloyd Plyler was a trailblazer in the Design-Build delivery method, envisioning a company that emphasized reliability in project management and accountability, while cultivating enduring client relationships.

Recognizing that construction progress hinges on the prompt availability of essential materials, Plyler expanded its services in 1970 by launching a Steel Fabrication and Erection division. Simultaneously, the Mechanical, Electrical, and Plumbing (MEP) division was introduced. By consolidating these vital services, Plyler effectively removed significant bottlenecks, streamlined production processes, and enhanced overall efficiency. The company's project managers, crew leaders, and tradespeople collaborate seamlessly to coordinate labor and materials, ensuring quick project completion—a hallmark of Plyler Construction.

Now in its third generation of family leadership, Plyler Construction remains committed to its founder's principles while embracing innovation. The company utilizes cutting-edge technology for project planning, estimation, scheduling, and monitoring.

When it comes to job safety, dependable management, timely project delivery, and thorough accountability, Plyler Construction stands the premier choice.

LEGACY PROJECTS

Sherman City Hall | Sherman Bearcat Stadium | Sherman Youth Center | Texoma Savings

PLYLER CONSTRUCTION | Cover Letter

The City of Sherman | Finance Department
220 W. Mulberry St. | Sherman, Texas | 75090
August 26, 2025

SUBJECT: PROPOSAL FOR RENOVATIONS & ADDITIONS - SHERMAN FIRE STATION NO. 3

On behalf of Plyler Construction, I am pleased to submit our proposal for the renovations and additions to Sherman Fire Station No. 3. As a third-generation, family-owned firm with more than 65 years of service in Sherman and the surrounding communities, we bring not only technical expertise but also a deep-rooted commitment to building projects that serve and strengthen our hometown. Over the decades, Plyler has partnered with municipalities, schools, healthcare providers, and community organizations to deliver projects ranging from educational facilities and places of worship to commercial, civic, and public safety buildings.

Our team understands the unique demands of constructing and renovating essential facilities like fire stations, where durability, safety, and functionality must be balanced seamlessly with budget and schedule.

We pride ourselves on being a trusted local partner; employing proven project management methods, prioritizing clear communication, and maintaining a strong culture of collaboration with owners, architects, and stakeholders. Our long-standing presence in Sherman ensures that we will be responsive, reliable, and invested in the success of this project, not just during construction but for years to come.

We are honored by the opportunity to continue contributing to the City of Sherman's growth and public service infrastructure. Thank you for considering Plyler Construction for Fire Station No. 3. We look forward to the chance to demonstrate our capabilities and commitment through this important project.

Sincerely,

David Plyler | President
Plyler Construction

CONTACT

Phone: (903) 893-6393
Website: www.plylerbuilds.com
Address: 3505 Texoma Parkway
Sherman, Texas 75090

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SECTION 4

RESPONSE: RFP NO. 2025-24

City of Sherman

This response is being submitted by the undersigned, on behalf of the Respondent

Lloyd Plyler Construction, LLP .

The person signing this Response on behalf of the Respondent represents to Owner that:

(1) the information provided herein is true, complete and accurate to the best of the knowledge and belief of the undersigned; and

(2) he/she has full authority to execute this Response on behalf of Respondent.

(3) Respondent has received the Addenda to this RFP, specifically, Addenda numbered .

Executed this 26th day of August , 2025.

RESPONDENT:
Lloyd Plyler Construction, LLP

By: _____

Name: David Plyler

Title: President

Attachment: Responses to Respondent's Questionnaire

SECTION 1 RESPONSE TO RFP

RFP NO. 2025-24 for Plyler Construction Renovations &

Additions to Fire Station No. 3 | City of Sherman

SECTION 1 - RESPONDENT QUESTIONNAIRE

1. Legal name of the company:
Lloyd Plyler Construction, LLP

Address of office which will be providing service:
3505 N Texoma Parkway, Sherman, TX 75090

Number of years in business under present name:
65

Previous company names:
N/A

Type of Operation:
Corporation

Number of Employees:
96

Annual Sales Volume:
$60,000,000.00

Bonding Capacity:
$150,000,000.00

2. State whether you will provide a copy of your company's financial statements for the past two (2) years, if requested by the Owner
Yes – Plyler Construction will provide financial statements for the past two years upon request.

3. Surety: Name of bonding company, name and address of agent. A bond of 100% of the construction cost will be required upon submission of the GMP. Proof of ability of Construction Manager at Risk to bond a project of this magnitude will be required prior to selection. Bonding Company:
Brown & Tucker Bonds and Insurance
Agent: Bennett Brown
Address: 7515 Greenville Ave #910, Dallas, TX 75231
See attached. (Page 2)

4. Provide a Financial rating of your company and any documentation, including a Dunn and Bradstreet analysis, which indicates the financial stability of your company.
See attached. (Page 3)

SECTION 1 RESPONSE TO RFP

BROWN & TUCKER
BONDS & INSURANCE

August 14, 2025

Mr. Aaron Babcock
Hidell Associates Architects
3033 Kellway Dr #120
Carrollton, Tx 75006

RE: Plyler Construction

Mr. Babcock,

Plyler Construction is a valued client of our agency. We have handled their surety needs for more than 30 years, and during that time have found the principals to be of the highest integrity, operating well within the financial and organizational framework of the company.

Federal Insurance Company, part of the Chubb Group of Companies, is Plyler's bonding company. Federal is licensed to do business in the State of Texas and carries an AM Best Rating of A++ XV. Plyler's regular bonding capacity has a job limit in the $75 million range with an aggregate uncompleted cost program in the $150 million range. Rates charged Pyler would be standard "Class B" rates or 2.5% sliding scale based on contract price. Federal would give favorable consideration as to providing the necessary Performance and Payment bonds required should our client be awarded a contract. Their consideration to provide such bonds is, of course, predicated on the review of the contract, bond forms, complete and final financing for the project along with other underwriting requirements. You understand, of course, that any arrangement for the final bonds is a matter between the contractor and ourselves and we assume no liability to third parties or to you, if due to any unforeseen circumstances, we do not execute such bonds.

Should you have any questions, please feel free to contact me.

Sincerely,

Bennett Brown
Attorney-In-Fact

SECTION 1 RESPONSE TO RFP

D&B Credit Insights

Lloyd Plyler Construction, L.p.

Prepared for Krysta Gaither on Aug 21, 2025

Risk Assessment - Scores and Ratings

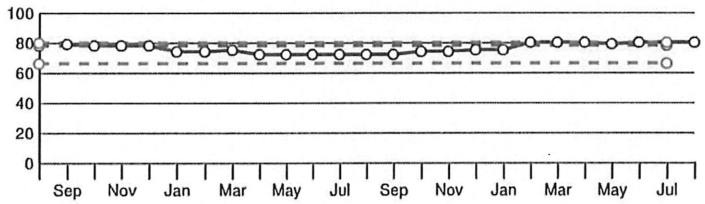
PAYDEX® PAYMENT HABITS	DELINQUENCY SCORE REPAYMENT RISK	FAILURE SCORE INSOLVENCY RISK	SER RATING SUPPLIER RISK	MAXIMUM CREDIT RECOMMENDATION D&B GUIDANCE	D&B RATING
80 (1–100)	93 (1–100)	97 (1–100)	3 (9–1)	US$ 240,000	1R2
LOW	LOW	LOW	LOW RISK	Overall Business Risk LOW	As of Sep 5, 2023
	Predictive	Predictive			Previous Score 1R3

PAYDEX® Score

The PAYDEX® (Payment Index) is an index that summarizes how your business has historically paid its bills based on information in the Dun & Bradstreet Data Cloud. Your business's PAYDEX® Score summarizes what your business's payment habits have been to date.

Business and Industry Trends

Your PAYDEX® Score can change over time — Your PAYDEX® Score; Middle score for the Industry; Industry Bottom 25% Score; Industry Top 25% Score



Payment Behavior →

0 days

Beyond Terms

Your risk of slow payment is currently LOW. This could have an effect on your ability to obtain financing or receive a favorable interest rate.

Key

Your company's payment behavior is based historical payments and indicates to others the speed your company pays its bills.

How can I potentially impact this score?

- Make On-Time Payments
- Encourage your suppliers and vendors to report payment experiences to Dun & Bradstreet.
- Dispute inaccurate "slow" payments in D-U-N-S Manager

Why is this score important?

- Your PAYDEX® score can be used by lenders to help determine whether to approve you for financing.
- The PAYDEX® score is an illustration of your payment habits as a business.

SECTION 1 RESPONSE TO RFP

5. Is your company currently for sale or involved in any transaction to expand or to become acquired by another business entity? If yes, please explain the impact both in organizational and directional terms.
No – Plyler Construction is not currently for sale nor involved in any acquisition discussions.

6. Provide any details of all past or pending litigation or claims filed against your company arising out of or in connection with your company's performance under a contract for construction management and/or construction services. Describe how such suit or claims were resolved.
Plyler Construction has not had litigation or claims that have impacted its ability to deliver CMAR or general contracting services.

7. Is your company currently in default on any loan agreement or financing agreement with any bank, financial institution, or other entity? If yes, specify date(s), details, circumstances, and prospects for resolution.
No – Plyler Construction is not currently in default on any loan or financing agreement.

8. Does any relationship exist between your company and any of Owner's officers, employees or Architect whether by relative, business associate, capital funding agreement or any other such kinship? If yes, please explain.
No – Plyler Construction has no relationships with City of Sherman officials or the project architect.

9. What difficulties do you anticipate in serving the Owner and how do you plan to manage these? What assistance will you require from the Owner?
Plyler Construction anticipates minimal difficulties. Potential challenges, such as unforeseen site conditions, will be mitigated through thorough preconstruction planning, proactive communication, and collaboration with the Owner. We request timely decision-making on design and scope clarifications to maintain schedule.

10. Describe your company's service support philosophy, how is it carried out, and how success in keeping this philosophy is measured.
Plyler Construction is unique in that we have several in-house trades and resources across the construction industry to support our customers with construction service whether it is a small project, repair, or warranty support. Our unique placement in the market allows our firm to go beyond the traditional 'General Contractor' mindset to an actual 'Builder' mindset in order to match the correct tradesmen to the task at hand reducing cost and increasing efficiency. In hiring Plyler Construction, the City of Sherman is getting a partner with deep roots in the City with employees invested in all aspects of the community. There is a special 'pride of place' in our company and we have been honored to have built many of our community landmarks in the past. Looking to the future, our firm can walk alongside the City bringing a wealth of knowledge in industry and construction to complete Fire Station Number 3 within the time allowed and under budget.

SECTION 1 RESPONSE TO RFP

11. Provide details regarding any special services or product characteristics, or other benefits offered, or advantages in the Owner selecting your company.

Experience with Civic & Institutional Projects
Plyler has proven experience in constructing and renovating public facilities, including educational institutions and community buildings. This demonstrates the ability to meet the strict safety, compliance, and scheduling standards required for municipal projects like fire stations.

Local Knowledge & Community Commitment
As a long-standing, third-generation family-owned business based in Texoma, Plyler understands the unique needs of local municipalities. Hiring a trusted local firm means decision-makers get a partner who cares about the community, its safety, and its growth—not just another contractor.

Efficient Proposal & Project Management
With a dedicated in-house team handling proposals, design coordination, and bid documentation, Plyler ensures clear communication from the planning stages through project delivery. That efficiency translates to fewer delays and better alignment with city expectations.
Strong Safety Culture

Plyler emphasizes jobsite safety, which is especially critical for essential facilities like fire stations. A strong safety record reduces risk and reassures stakeholders that the project will be completed responsibly. We have proven this by being awarded the National AISC Safety of Honor Award. (see attached)

Proven Collaboration with Stakeholders
Plyler has a reputation for working closely with architects, engineers, and city officials to create functional, cost-effective solutions. This collaborative approach ensures fire station projects are tailored to operational needs—accommodating apparatus bays, living quarters, training facilities, and future growth.

Reputation for Quality & Longevity
With 65+ years of service in the steel and construction industries, Plyler has built a reputation for high-quality construction that stands the test of time. For a critical piece of infrastructure like a fire station, durability and craftsmanship are non-negotiable.

12. Describe your firm's past performance on other contracts for the Owner (e.g. cost control, cost savings, schedule control).
Plyler Construction has previously completed multiple high-profile projects in Sherman and Grayson County, including banking, educational, and municipal facilities, all delivered on time and within budget.

SECTION 1 | RESPONSE TO RFP

13. Describe your firm's demonstrated technical competence and management qualifications with CMAR or construction contracting projects, particularly those for projects similar to this project.

The idea and practice of the team effort involving the Owner, Architect and Construction Manager is one that is based on trust. This trust forms a foundation that allows all parties to use specific abilities, strengths, and vision to reach a common goal. We believe that all the energy and time invested by each party involved from initial visions, through design, to project completion and closeout will be rewarded with a successful project that fulfills the intended use and often exceeds initial expectations.

One of the greatest values that Plyler Construction brings to the team is a broad knowledge of effective and efficient construction means and methods gained over many years and numerous projects. Our technical competence and management expertise, combined with our proven cost estimating controls, value engineering, and scheduling ensure a smoothly run project delivered on time and within budget.

From our proven history, we firmly believe that effective and continual communication between team members is the main key to successfully meeting the project goals. This concerted effort between design team, owner, and construction is a win for all parties.

Major Keys to Success:

Organizational Meetings

To implement the Program, we initially hold an organizational workshop as early as possible in order for all participants to make known, talk through, and reach consensus on the Owner's plan and objectives. From the work shop, we develop a project strategy, critical path schedules, value engineering opportunities, space availability, plan and specification production, roles and responsibilities, and any other key items are developed. This becomes the focus of the program which is continually refined as information is investigated and becomes available.

Similar meetings to the organizational workshop are conducted as soon as the major Sub-contractors and system providers are brought on board. Each party brings additional information which further develops and leads all team members to the project primary goals. The project plan is continually updated and reviewed and discussed during regular coordination meetings along with main major focal issues such as LEED (if applicable), commissioning, safety, Fire Station and facility activities, site conditions, change resolution, and regular construction issues will be followed throughout the construction process.

SECTION 1 | RESPONSE TO RFP

During construction, to ensure the communication is efficient, effective, and attaining all goals, Plyler will hold the following regularly scheduled meetings and special meetings as needed:

- **Owner-Architect-Construction Manager Meetings**
- **Progress Meetings with on-site subcontractors to review and coordinate work**
- **Safety Coordination meetings**
- **Pre-installation meetings prior to major activities such as underground utilities, concrete pours, steel erection, major equipment installation, roofing and others as needed.**

The Owner close-out meetings will be conducted and include the Owner, Architect, Construction Manager the Owner's Facility Operation representatives and appropriate subcontractors and system specialist required for close-out documentation, system and equipment testing, demonstrations, training and turn over requirements.

Innovative Software:
Estimating: Interactive Construction Estimating by specialty spreadsheets and MC2 Suite of estimating tools.

Scheduling: Primarily utilize Outbuild Construction Scheduling and Planning Software, and Microsoft Projects scheduling software due to wide acceptance in the industry.

Construction Management: Plyler uses Procore Construction Management Software to allow the Owner, Architect, and Consultants to obtain project data updated on a daily basis with photos and other important information.

Effective Cost Controls:
Committed Cost Accounting, a custom program designed and utilized for accurate weekly reporting.

Subcontractor Invitation/Document Control Software: Web based PlanHub subcontractor solicitation software. This software creates and emails bid invitations to a subcontractor list in a predetermined area, either Texas or even nationwide, allows electronic downloading of bidding documents, addenda posting, and all aspects of the bid process relating to subcontractor participation.

Additionally, Plyler Construction Operations Manual of Policies and Procedures is utilized to provide consistency and quality site management.

Estimating during the design document phases will be provided by these methodologies: Unit prices applied to defined or estimated quantities. Unit prices will be based on Plyler's historical data on similar projects including experience concerning the Architect's previous projects and applying to this particular requirement. Plyler staff estimators include typical general construction trades, structural steel fabrication and erection, HVAC, plumbing and electrical. Unit price estimates will be replaced with actual market place quoting as plans and specifications are sufficiently, reviewed, developed, and completed.

SECTION 1 | RESPONSE TO RFP

All major Team Activities will be represented on the Project Schedule indicating Team activities, dates and durations, activity progress, milestones, critical path issues, and identify significant activities that affect the project. All activities will be logically linked and graphically represented. The schedule will be updated and expanded as information becomes known. The Project Schedule is one of the most important management tools. Plyler schedule manager will update as often as is required to accurately reflect the project developments and needs.

14. Describe the types of records, reports, monitoring systems, and information management systems which your firm used in the management of the projects listed above. Describe how you used these systems for three of the projects listed in response to item 16.
Plyer Construction is vertically integrated using Procore for project communication, submittal and RFI tracking, cost control, and schedule management; MC² Estimating Suite for budget tracking; and Microsoft Project for scheduling.

15. Describe your firm's management methodologies for the CMAR project delivery system.
- **Early involvement in design review and cost estimation**
- **Phased bid packaging for schedule advantage**
- **Guaranteed Maximum Price development at 90% CD with market buyout transparency**
- **Aggressive subcontractor management with open-book accounting**

16. For three of the projects listed below in response to item 16, describe conflicts or potential conflicts with the Owner or with trade contractors, and describe the methods used to prevent and/or resolve those conflicts.
In any construction project, proactive communication and clear expectations are key to preventing conflicts. Common areas where conflicts may arise include:

- **Scope Clarification:** Differing interpretations of plans, specifications, or change orders.
- **Scheduling and Coordination:** Overlapping work, delays, or access issues between trades.
- **Quality and Performance Expectations:** Disagreements regarding workmanship or adherence to standards.
- **Budget and Payment Issues:** Timing of pay applications or unforeseen cost impacts.

To prevent and resolve such conflicts, our team emphasizes the following strategies:

1. Clear Documentation and Communication
- Conduct preconstruction meetings with the owner and all trade partners to align on scope, schedule, and expectations.
- Maintain transparent records of change orders, RFIs, and schedule updates to eliminate ambiguity.

2. Collaborative Problem-Solving
- Address issues early through open dialogue rather than allowing them to escalate.
- Facilitate weekly coordination meetings to track progress and resolve trade interface issues in real time.

SECTION 1 | RESPONSE TO RFP

3. Proactive Scheduling and Coordination

- Utilize detailed CPM (Critical Path Method) schedules to anticipate and mitigate conflicts between trades.
- Employ look-ahead schedules and daily huddles to keep everyone aligned and responsive to changes.

This structured approach fosters a collaborative environment, reduces risk, and ensures that issues are resolved promptly, protecting the interests of the owner, trade contractors, and the overall success of the project.

17. Provide a maximum of ten projects with photos for which your firm has provided/is providing construction management or construction services which are most related to this project. In determining which projects are most related, consider: same or related use of facilities; related size and complexity; whether the project consisted of an expansion of an existing facility or new construction; how many members of the proposed team (and their role) worked on the listed project; and, how recently the project was completed. List the projects in priority order, with the most related projects listed first.
See attached. (Pages 9-13)

18. For each of the listed projects, provide the following information: construction cost (original Budget, GMP and final construction cost), current phase of development, estimated (or past) completion date, type of construction services provided (CM at risk with GMP, CM-agency, design/build, general contractor-low bid, general contractor through sealed proposals), Owner's contact person and telephone number, and the name and telephone number of the project architect.
See attached. (Pages 9-13)

19. Describe your firm's experience with alternative construction methods, non-traditional and cost-effective construction methods appropriate for the use of a similar project. State whether any of these methods were used on the projects listed in item 16, and if so, which projects. Would you recommend using any of these methods for this Project? Why or why not?
Our team has extensive experience with alternative and non-traditional construction methods, including tilt-wall systems, prefabricated structural components, modular assemblies, and value-engineering approaches to maximize efficiency and cost savings. While we have successfully implemented these strategies on a variety of past projects, the current project has already been conceptually designed in the most economical and efficient manner.
Given the scale and scope of this project, exploring alternative construction methods would not provide additional value or cost savings beyond what is already achieved in the existing design. Therefore, we recommend proceeding with the current approach to maintain both budget and schedule efficiency.

SECTION 1 | RESPONSE TO RFP

RFP NO. 2025-24 for Plyler Construction Renovations &

Additions to Fire Station No. 3 | City of Sherman

PROJECT REFERENCES

1. Pilot Point Fire Station No. 3 | Pilot Point, Texas
Original Cost: $6,880,000.00 | GMP Cost: $6,880,000.00 | Current Cost: In Progress, Per Request
Current Phase: 70% Complete
Completion Date: September 2025
Services: Full General Contracting
Owners Contact:
- Name: Chief Bryan Cox
- Phone Number: (940) 597-0327

Architects Contact:
- Name: Brandsetter Carrol
- Number: Per Request

2. Grayson County Appraisal District | Sherman, Texas
Original Cost: $500,000 | GMP Cost: $500,000 | Final Cost: $559,619.00
Current Phase: Complete
Completion Date: March 2025
Services: Construction Management-at-Risk
Owners Contact: Grayson County Appraisal District
- Name: Shawn Coker
- Phone Number: (903) 870-1993

Architects Contact:
- Name: BACA Architecture, David Baca
- Number: (903) 893-5800

3. Student Success Building. Grayson College | Denison, Texas
Original Cost: $6,016,288.00 | GMP Cost: $6,016,288.00 | Final Cost: $6,016,288.00
Current Phase: Complete
Completion Date: 2019
Services: Construction Management-at-Risk
Owners Contact:
- Name: Dr. Jeremy McMillen
- Phone Number: (903) 463-8600

Architects Contact:
- Name: Kip Jamison, Huckabee
- Number: (817) 377-2969

SECTION 1 | RESPONSE TO RFP

RFP NO. 2025-24 for Plyler Construction Renovations &

Additions to Fire Station No. 3 | City of Sherman

PROJECT REFERENCES

4. Dean Hall Renovations and Upgrades, Austin College | Sherman, Texas
Original Cost: $2,200,000.00 | GMP Cost: $2,200,000.00 | Final Cost: $2,200,000.00
Current Phase: 70% Complete
Completion Date: September 2025
Services: Construction Management-at-Risk
Owners Contact:
- Name: David Turk
- Phone Number: (903) 813-2408

Architects Contact:
- Name: Corgan, David Zapoteck
- Number: (214) 757-1859

5. Wright Center, Austin College | Sherman, Texas
Original Cost: $9,515,000.00 | GMP Cost: $9,515,000.00 | Final Cost: $9,515,000.00
Current Phase: Complete
Completion Date: 2000
Services: Construction Services
Owners Contact:
- Name: George Rowland
- Phone Number: (903) 813-2235
- Architects Contact:
  - Name: Richard Robinson, Milton Powell
  - Number: Retired

6. Medal of Honor Museum, North Central Texas College | Gainesville, Texas
Original Cost: $5,100,000.00 | GMP Cost: $5,100,000.00 | Final Cost: $ 7,397,876
Current Phase: Complete
Completion Date: March 2025
Services: Construction Management-at-Risk
Owners Contact:
- Name: Robert Baugh
- Phone Number: (940) 668-3338

Architects Contact:
- Name: BYSP Architects, Brent Kline
- Number: (972) 331-5699

SECTION 1 | RESPONSE TO RFP

RFP NO. 2025-24 for Plyler Construction Renovations &

Additions to Fire Station No. 3 | City of Sherman

PROJECT REFERENCES

7. Southeastern Oklahoma University Biological Sciences Building | Durant, Oklahoma
Original Cost: $7,436,000.00 | GMP Cost: $7,436,000.00 | Final Cost: In Progress, Per Request
Current Phase: 15% Complete
Completion Date: July 2026
Services: Construction Management-at-Risk
Owners Contact:

- Name: Mike Stout
- Phone Number: (580) 745-2660

Architects Contact:

- Name: Greer & Associates
- Number: (580) 223-1341

8. First United Bank, Taylor Street | Sherman, Texas
Original Cost: $7,436,000.00 | GMP Cost: $7,436,000.00 | Final Cost: In Progress, Per Request
Current Phase: 15% Complete
Completion Date: July 2026
Services: Construction Management-at-Risk
Owners Contact:

- Name: William Farandorf
- Phone Number: (580) 920-8719

Architects Contact:

- Name: Gensler, Taylor Coleman
- Number: (512) 560-2857

9. First State Bank | Sherman, Texas
Original Cost: $5,850,000.00 | GMP Cost: $5,850,000.00 | Final Cost: $6,200,000.00
Current Phase: Complete
Completion Date: August 2025
Services: Construction Management-at-Risk
Owners Contact:

- Name: Stacie Evans
- Phone Number: (940) 727-9723

Architects Contact:

- Name: Eikon
- Number: (940) 458-7503

SECTION 1 | RESPONSE TO RFP

RFP NO. 2025-24 for Plyler Construction Renovations &

Additions to Fire Station No. 3 | City of Sherman

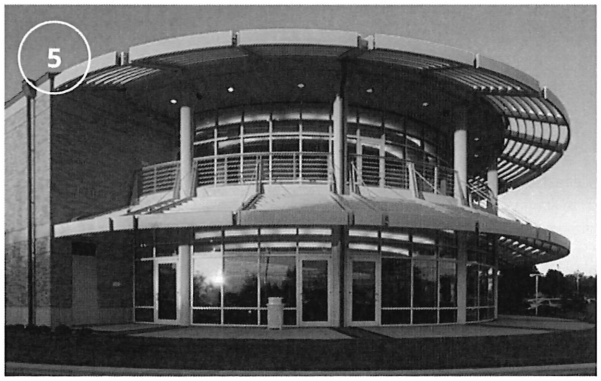
PROJECT REFERENCES

10. First Baptist Church, Legacy Children's Building | Sherman, Texas
Original Cost: $2,900,000.00 | GMP Cost: $2,900,000.00 | Final Cost: $2,882,000
**returned $42,000 to owner*
Current Phase: Complete
Completion Date: July 2020
Services: Construction Management-at-Risk
Owners Contact:

- Name: Steve Rice
- Phone Number: (903) 277-6923

Architects Contact:

- Name: BACA Architecture
- Number: (903) 893-5800



SECTION 1 | RESPONSE TO RFP

SECTION 1 | RESPONSE TO RFP

20. Describe your company's quality assurance program, what are your company's requirements, and how are they measured? In particular, describe the way your firm maintains quality control during the pre-construction and construction phases. For three of the projects listed in response to this Section, provide specific examples of how these techniques were used. **Plyler Construction is committed to delivering the highest quality construction through a proactive and systematic Quality Assurance/Quality Control (QA/QC) program. This program is built around clear standards, consistent communication, and thorough documentation at every phase of the project.**

Pre-Construction Phase

During pre-construction, we implement a collaborative review process to ensure quality is built into the project from the start. This includes:

- Design and Constructability Reviews: Our team works closely with the design team and owner to identify potential issues, clarify details, and recommend adjustments that improve constructability and maintain design intent.
- Value Engineering and Specification Alignment: Ensuring materials, systems, and methods meet project performance goals while maximizing cost efficiency.
- Subcontractor Prequalification: We evaluate trade partners based on experience, safety record, financial stability, and quality history to ensure only qualified firms are invited to bid.

Construction Phase

Our QA/QC efforts during construction focus on inspection, communication, and accountability. Key measures include:

- Detailed Pre-Installation Meetings: Conducted with trade partners to review plans, specifications, and sequencing before work begins.
- Regular Quality Inspections: Field superintendents and project managers conduct daily inspections, while third-party testing and inspections verify compliance with project requirements.
- Documentation and Reporting: Issues are tracked in real-time and resolved promptly to avoid rework and delays.

Measurement and Continuous Improvement

Quality performance is measured by tracking inspection results, punch list trends, and warranty call-backs after project completion. Lessons learned are documented and shared across our teams to drive continuous improvement.

Example of Application

On a recent project for Austin College, early constructability reviews helped identify a conflict between structural and MEP systems, allowing the design to be adjusted prior to construction. This proactive coordination avoided costly rework and helped maintain the project schedule and budget.

SECTION 1 | RESPONSE TO RFP

21. Describe your cost control methods for the preconstruction and construction phases. How do you develop cost estimates and how often are they updated? For three of the projects listed in response to item #16, provide examples of how these techniques were used and what degree of accuracy was achieved. Include examples of a successful constructability program used to maintain project budgets without sacrificing quality.

Our cost control process is structured to provide accurate, transparent, and timely information throughout both the preconstruction and construction phases. The goal is to keep the project within budget without compromising quality or schedule.

Preconstruction Phase

- Detailed Cost Modeling: We develop initial estimates based on historical cost data, current market conditions, and input from qualified trade partners.
- Regular Estimate Updates: As design evolves, estimates are updated at each milestone—conceptual, schematic, design development, and final construction documents. This ensures that the budget aligns with scope changes in real time.
- Value Engineering: We collaborate with the design team to identify cost-saving alternatives in materials, systems, or construction methods that maintain performance and quality.
- Constructability Reviews: Early identification of potential conflicts or inefficiencies reduces costly changes during construction.

Construction Phase

- Real-Time Cost Tracking: Committed costs, change orders, and remaining budgets are monitored weekly to provide current financial status.
- Subcontractor Buyout Savings: Any savings during trade buyout are tracked and applied to the owner's contingency or to enhance project value.
- Change Management: All changes are priced and approved promptly to avoid cost overruns or disputes.

Accuracy and Success Examples

- On a recent Austin College project, our early cost modeling and iterative estimate updates kept the project within 1% of the original budget from schematic design through final completion. We returned savings to the Owner.
- Constructability reviews during preconstruction eliminated a conflict between plumbing and structural systems, saving thousands in potential rework costs and maintaining schedule integrity.
- Trade partner engagement during design allowed us to secure accurate pricing well before buyout, minimizing market escalation risks.

Sample Estimate

A sample estimate is attached to demonstrate our level of detail and transparency. This format ensures owners and stakeholders have a clear understanding of scope, quantities, and unit pricing throughout the project lifecycle

SECTION 1 | RESPONSE TO RFP

22. Provide customer reference letters from no less than three (3) public entities, preferably counties, with which Respondent currently has contracts and/or has previously provided construction management services of equal type and scope within the past five (5) years. **DO NOT USE REFERENCES FROM CURRENT CITY OF SHERMAN OFFICIALS.**
See attached. (Pages 17-20)

23. Describe the way in which your firm develops and maintains project schedules. How often do you update schedules? For three of the projects listed in response to this Section, provide examples of how these techniques were used. Include specific examples of scheduling challenges, and how your firm helped solve them.
Our firm develops and maintains project schedules using a collaborative, proactive, and flexible approach to ensure timely delivery while accommodating the unique needs of each project.

1. Schedule Development

- Baseline Schedule: At project kickoff, we create a Critical Path Method (CPM) baseline schedule that details all activities from preconstruction through close-out.
- Stakeholder Input: We work closely with the owner, architect, engineers, and key trade partners to integrate procurement lead times, milestones, and owner-driven deadlines into the schedule.
- Risk Assessment: Known challenges—such as long-lead materials, weather, or site access constraints—are identified early, and contingencies are built into the schedule.

2. Schedule Maintenance and Updates

- Regular Updates: Schedules are typically updated bi-weekly or monthly, depending on project size and complexity. These updates reflect progress, changes, and any potential delays.
- Transparent Reporting: Updated schedules are reviewed in Owner-Architect-Contractor (OAC) meetings so stakeholders always have clear, real-time visibility into progress and impacts.
- Mitigation Planning: If a delay risk is identified, our team immediately evaluates recovery options—such as resequencing work, adding crews, or expediting procurement—to protect key milestones.

3. Examples of Schedule Management in Action

Supply Chain Disruption (COVID-19 Era)
During the height of pandemic-related supply chain issues, our team encountered delays for critical materials such as electrical transformers, HVAC equipment, doors, and specialty fixtures.

SECTION 1 | RESPONSE TO RFP

Pilot Point Fire Department
1789 N. Washington St.

Letter Head

RE: Plyler Construction

To Whom it may concern

Plyler Construction was awarded the bid to build the second facility (Station 3) for our city. Communication with the Plyler organization is and has been very open and easy to access and their build quality is meeting our expectations. If you have any other questions, please feel free to reach out to me.

Thank you

Bryan Cox

Asst. Fire Chief

Pilot Point Fire Dept.

17889 N. Washington St

Pilot Point, TX 76258

SECTION 1 | RESPONSE TO RFP

AUSTIN COLLEGE | Business Affairs

August 18, 2025

Re: Recommendation – Plyler Construction

To Whom It May Concern:

Plyler Construction has an extensive history of completing new construction and renovation projects for Austin College that spans multiple decades. Most recently, Plyler completed the buildout of the College's Health Science Campus (2023) which supported the launch of the Austin College Physician's Assistance Program; renovation/modernization of restrooms in the College's four-story Caruth Residence Hall facility (2024); and renovation/modernization of restrooms in our four-story Dean Residence Hall (2025). For each of these projects, Plyler's work was completed according to specifications, on time, and under budget. I recommend, without equivocation, your deliberate consideration of Plyler Construction for your new construction and renovation needs.

My personal knowledge of and experience with Plyler dates back nearly twenty (20) years when I first worked with Plyler on behalf of a previous employer. Then and now, my interactions with David Plyler and his team have embodied the utmost professionalism, thoughtful consideration of the client's needs, careful attention to detail, and proactive efforts to problem-solve potential challenges. The finished building projects that I delineated earlier in this letter were beautiful, and transformative for Austin College, and enhanced our perpetual mission of recruiting, enrolling, retaining, and educating students. Each project was competitively priced and made prudent use of the College's resources.

The outcomes that I have experienced with Plyler have been projects of high quality and demonstrated reliability. I happily recommend Plyler Construction for your future building projects. Do not hesitate to contact me if you have questions: pjones@austincollege.edu or 903.813.2235.

Best regards,

J.Pernell Jones
Vice President for Business Affairs

900 N. Grand Avenue, Suite 6F | Sherman, Texas 75090-4400
903-813-2235 | Fax: 903-813-2378 | austincollege.edu

SECTION 1 | RESPONSE TO RFP

Southeastern Oklahoma State University

To Whom It May Concern:

I am pleased to recommend Plyler Construction based on my experience working with them on multiple projects at Southeastern Oklahoma State University. Over the course of our collaboration, Plyler Construction consistently demonstrated exceptional professionalism, attention to detail, and a strong commitment to delivering high-quality results.

From project planning through final completion, their team maintained clear communication, met deadlines, and worked proactively to address challenges. Their ability to coordinate effectively with our staff and other stakeholders made the process smooth and efficient.

The finished projects have not only met but exceeded our expectations, enhancing both the function and appearance of our campus. I have full confidence in Plyler Construction's ability to successfully complete projects of any scale, and I would not hesitate to work with them again in the future.

Sincerely,

Mike Stout
Assistant Vice President
Business Affairs Facilities Operations & Construction Projects
Southeastern Oklahoma State University
425 W. University Blvd. | Durant, OK 74701
580-745-2660
mstout@se.edu

SECTION 1 | RESPONSE TO RFP

EMERSON.
Process Management

FISHER

Fisher Controls International LLC
4725 S US Highway 75
Sherman, TX 75090 USA
Tel (903) 868-3200
Fax (903) 868-3280

David Plyler
Vice President
Plyler Construction
3505 Texoma Parkway
Sherman, Texas 75091

Dear David and Plyler Team,

On behalf of the Emerson/Fisher, I would like to express our sincere gratitude to the Plyler team for their commitment to successful completion of our 57,000 square foot expansion at our manufacturing facility in Sherman, Texas. As we progressed through the project, there was never a doubt that we had made the right decision in partnering with Plyler Construction as the "design-bid-build" general contractor.

Plyler's experience in the construction industry proved invaluable as we dealt with design changes and unseasonable weather conditions throughout the project. Plyler displayed a professionalism and willingness to work hand-in-hand with Emerson and the design architect when obstacles arose during the construction process. They played a key role in facilitating practical solutions that would work for all parties. Plyler faced challenging weather delays throughout the project, but were persistent in using the required resources to keep the project moving forward. Even though the project is officially completed, Plyler has continued to work with us on small issues and ensure our continued satisfaction with the project.

Plyler represents the best in family-owned and operated businesses, and the Emerson team would like to thank you for the personal touch and a job well done. We look forward to the opportunity to partner with you on future projects and would whole-heartedly recommend your company.

Sincerely,
Mark A. Anderson
Mark Anderson
Plant Manager

SECTION 1 | RESPONSE TO RFP

- We leveraged our relationships with long-time vendors to secure scarce items ahead of competitors.
- In cases where specific materials were unavailable, we worked with the design team and owner to approve specification adjustments that allowed us to procure readily available alternatives.
- As a result, we maintained our schedules and delivered all affected projects on time, despite nationwide disruptions.

Early Completion for Academic Calendar

On several education-related projects, owners requested accelerated completion to align with semester start dates.

- We front-loaded procurement and coordinated closely with subcontractors to sequence certain trades.
- By streamlining inspections and overlapping non-critical path activities, we successfully met aggressive timelines, allowing facilities to open on time for students and faculty.

Short-Duration Higher Education Facility:

For a municipal facility requiring a fast-track schedule due to operational needs, we:

- Identified and ordered long-lead structural components during the design phase.
- Held weekly coordination meetings with key trades to track progress and resolve conflicts in real time.
- Delivered the project ahead of schedule, allowing the department to occupy and operationalize the facility earlier than anticipated.

Commitment to Timely Delivery

Maintaining and protecting the project schedule is a core value for our company. Through proactive planning, frequent updates, and strong communication with stakeholders and vendors, we consistently deliver projects on time—even in challenging conditions.

24. Provide your company's safety Experience Modifier Rate (EMR), Recordable Incident Rate (RIR) and your Loss Indicator Rate (LIR). Indicate any OSHA special recognition or awards your company has received.
See attached. (Pages 22-23)

25. Has your company, or any subcontractors under your control on a project, had a death on a project site. If yes, provide additional information.
No – Plyler Construction has not had a death on a project site.

SECTION 1 | RESPONSE TO RFP

MARSH & McLENNAN AGENCY

May 12, 2025

To Whom It May Concern

Re: Workers' Compensation Experience Modification Rating (EMR) Factors

To Whom it May Concern:

This letter is being sent to confirm that the workers compensation experience modification rates for Lloyd Plyler Construction, LP. is as follows:

Experience Modifier Effective 3/01/25	.78
Experience Modifier Effective 3/01/24	.65
Experience Modifier Effective 3/01/23	.80

If further information is required, please give me a call at 972-770-1479.

Sincerely,

DocuSigned by:
Nancy Cruse
D04E64DD3DFF452...

5/12/2025 | 16:03 CDT

Nancy Cruse,ACSR
Account Executive, Business Insurance – Southwest Region
T+1 972-770-1479 I M +1 972-626-1263 | O +1 972 770 1600
8144 Walnut Hill | 16th Floor | Dallas, TX | 75231
Nancy.Cruse@MarshMMA.com |MarshMMA.com
Facebook |Instagram |LinkedIn |X |YouTube

SECTION 1 | RESPONSE TO RFP

AMERICAN INSTITUTE OF STEEL CONSTRUCTION

2024

Safety Award of Honor

DART = 0.00

Fabricator Category

Plyler Fabrication

Sherman, TX

FACILITY AWARD HISTORY

SECTION 1 | RESPONSE TO RFP

26. Describe the way in which your firm develops and monitors construction budgets for a project. How often do you compile your actual construction cost information during a project and compare it with your estimated construction costs? How often do you update your schedule of values? For three of the projects listed in this Response, provide examples of budget challenges, and how your firm helped solve them.
Budgets are tracked in Procore with monthly reports to the Owner; any variance triggers immediate mitigation review.

27. Attach a sample conceptual cost estimate prepared during the design phase and a sample of the final cost estimate/breakdown used to fix the contract amount for the construction of the same project.
See attached. (Pages 26-33)

28. Describe how your fee for preconstruction phase services would be determined. For your services after the GMP, describe how your fee would be calculated, and how you distinguish between what is included in your fee and general conditions vs. the cost of work.

Pre-Construction Phase Fee
Because the design documents for this project are substantially complete, our pre-construction efforts would focus on:

- Final constructability reviews
- Site logistics planning to ensure efficient staging, access, and safety
- Safety reviews to integrate best practices and city-specific requirements

Accordingly, our pre-construction fee would be minimal and based on actual staff hours required to perform these services. We would provide a detailed hourly rate schedule and a not-to-exceed value for transparency and predictability.

Post-GMP Services and Fee Calculation
Once the Guaranteed Maximum Price (GMP) is established, our fee structure transitions to a percentage of the Cost of the Work. This fee is fixed and fully disclosed during GMP negotiations.

Our fee covers:

- Project management and executive oversight
- Financial management and cost reporting
- Subcontractor coordination and management
- Risk management and insurance administration
- Final project close-out

SECTION 1 | RESPONSE TO RFP

3. Distinction Between Fee, General Conditions, and Cost of the Work

Category	What It Includes
CMAR Fee	Our firm's overhead and profit for managing the project, including executive oversight, project administration, and risk management.
General Conditions	Project-specific costs required to manage the site, such as jobsite trailers, utilities, safety measures, temporary facilities, site cleanup, and on-site staff salaries.
Cost of the Work	Direct costs associated with trade partner contracts, materials, labor, equipment, and other reimbursable construction costs needed to complete the project.

29. Describe your organizations concept for the disposition of savings realized during construction. Is the full amount returned to the Owner? Give examples of projects where savings occurred.
Savings are returned to the Owner in full, unless otherwise agreed.

30. Describe your organizations concept for cost contingencies during design and construction.
We carry appropriate contingencies during design for unknowns, which reduce as design advances and risks are mitigated.

Project: Sample Estimate

Title: AIA A133 Exhibit A / Attachment B - Project NTE Budget

Date: February 04, 2024

PLYLER CONSTRUCTION

TRADE	Bid Package	DESCRIPTION	QTY	UNIT	MH / UNIT	CREW	MH COST	UNIT MATL	UNIT EQUIP	UNIT SUB	LABOR COST	MATL COST	EQUIP COST	SUB COST	DIRECT COST	UNIT COST	TOTAL COST - SUB
02 41 00		DEMOLITION															
02 41 00	1	Demolition PRECISION DEMOLITION	1	LS			$0.00	0.00	0.00	116,500.00	$0	$0	$0	$116,500	$116,500	$116,500.00	$116,500
02 41 00	1	First Floor Openings Concrete Openings	1	LS			$0.00	0.00	0.00	13,500.00	$0	$0	$0	$13,500	$13,500	$13,500.00	$13,500
02 41 00	1	Removal of Existing Exterior Wall @ E. Playground	1	LS			$0.00	0.00	0.00	11,800.00	$0	$0	$0	$11,800	$11,800	$11,800.00	$11,800
02 41 00	1	Protection Devices	1	LS			$0.00	0.00	0.00	14,300.00	$0	$0	$0	$14,300	$14,300	$14,300.00	$14,300
02 41 00	1	Lighting & Abv Ceiling Remedial / Demo Wk	1	LS			$0.00	0.00	0.00	12,200.00	$0	$0	$0	$12,200	$12,200	$12,200.00	$12,200
02 41 00																	
02 41 00		DEMOLITION		GSF							$0	$0	$0	$168,300	$168,300	$3.93	$168,300
02 80 00		FACILITY REMEDIATION		GSF							$0	$0	$0	$0	$0	$0.00	$0
02 08 20		ASBESTOS ABATEMENT		GSF							$0	$0	$0	$0	$0	$0.00	$0
31 20 00		STRUCTURAL EARTHWORK															
31 20 00	2	Earthwork @ Enclosed E Playground	0	LS			$0.00	0.00	0.00	0.00	$0	$0	$0	$0	$0	$0.00	$0
31 20 00	2	Earthwork @ Outside Playground Allowance	1	LS			$0.00	0.00	0.00	12,700.00	$0	$0	$0	$12,700	$12,700	$12,700.00	$12,700
31 20 00	2																
31 20 00		STRUCTURAL EARTHWORK		GSF							$0	$0	$0	$12,700	$12,700	$0.30	$12,700
33 46 00		DRAINAGE SYSTEMS															
33 46 00		Drainage @ Exterior Playground	1	LS			$0.00	0.00	0.00	8,800.00	$0	$0	$0	$8,800	$8,800	$8,800.00	$8,800
33 46 00																	
33 46 00																	
33 46 00		DRAINAGE SYSTEMS		GSF							$0	$0	$0	$8,800	$8,800	$0.21	$8,800
03 30 00		FOUNDATION CONCRETE		GSF							$0	$0	$0	$0	$0	$0.00	$0
03 30 00		SLAB ON GRADE CONCRETE		FLSF							$0	$0	$0	$0	$0	$0.00	$0
03 30 00		CONCRETE EXTERIOR WALLS		WLSF							$0	$0	$0	$0	$0	$0.00	$0
03 30 00		CONCRETE INTERIOR WALLS		WLSF							$0	$0	$0	$0	$0	$0.00	$0
03 30 00		MISC. CONCRETE															
03 30 00	6	Floor Patching @ Pimping & Elect Trenches / Excav's	5,485	SF			$0.00	0.00	0.00	14.65	$0	$0	$0	$80,355	$80,355	$14.65	$80,355
03 30 00	6	Found Addn @ New E Play Area - 8' x 25' Allowance	1	LS			$0.00	0.00	0.00	27,900.00	$0	$0	$0	$27,900	$27,900	$27,900.00	$27,900
03 30 00	6	Concrete @ Revised Entries - Remedial Work	1	LS			$0.00	0.00	0.00	15,800.00	$0	$0	$0	$15,800	$15,800	$15,800.00	$15,800
03 30 00	6																
03 30 00		MISC. CONCRETE		GSF							$0	$0	$0	$124,055	$124,055	$2.89	$124,055
03 30 00		LIGHT WEIGHT CONCRETE - MEZZ FL															
03 30 00	6	Concrete RAC CONSTRUCTION	1	LS			$0.00	0.00	0.00	149,720.00	$0	$0	$0	$149,720	$149,720	$149,720.00	$149,720
03 30 00	6																
03 30 00	6																
03 30 00		LIGHT WEIGHT CONCRETE - MEZZ FL		SF							$0	$0	$0	$149,720	$149,720	$3.49	$149,720
03 30 00		TOPPING CONCRETE - ROOFS		SF							$0	$0	$0	$0	$0	$0.00	$0
03 40 00		PRECAST FLOOR PLANKS / BEAMS		SF							$0	$0	$0	$0	$0	$0.00	$0
03 40 00		PRECAST COLUMNS		SF							$0	$0	$0	$0	$0	$0.00	$0
03 40 00		PRECAST ROOF PLANKS / BEAMS		SF							$0	$0	$0	$0	$0	$0.00	$0
03 40 00		PRECAST CONCRETE - EXT. WALLS		WLSF							$0	$0	$0	$0	$0	$0.00	$0
03 40 00		PRECAST CONCRETE - INT. WALLS		WLSF							$0	$0	$0	$0	$0	$0.00	$0
03 40 00		PRECAST CONCRETE - MISC.		GSF							$0	$0	$0	$0	$0	$0.00	$0
04 20 00		MASONRY - EXT. WALLS															
04 20 00	6	Masonry - Exterior Wall / Remedial Patching	1	LS			$0.00	0.00	0.00	5,700.00	$0	$0	$0	$5,700	$5,700	$5,700.00	$5,700
04 20 00	6	Port-a-cochere -Stone Wainscot - columns Allowance	1	LS			$0.00	0.00	0.00	25,100.00	$0	$0	$0	$25,100	$25,100	$25,100.00	$25,100
04 20 00	6																
04 20 00		MASONRY - EXT. WALLS		WLSF							$0	$0	$0	$30,800	$30,800	$0.72	$30,800
04 20 00		MASONRY - INT. WALLS															
04 20 00	6	NONE	0	LS			$0.00	0.00	0.00	0.00	$0	$0	$0	$0	$0	$0.00	$0
04 20 00	6																
04 20 00	6																
04 20 00		MASONRY - INT. WALLS		WLSF							$0	$0	$0	$0	$0	$0.00	$0
05 12 00		STRUCTURAL STEEL - NON GRADE FLOORS		LBS							$0	$0	$0	$0	$0	$0.00	$0
05 12 00		STRUCTURAL STEEL															
05 12 00	7	Structural Steel PLYLER FABRICATION	1	LS			$0.00	0.00	0.00	193,619.00	$0	$0	$0	$193,619	$193,619	$193,619.00	$193,619
05 12 00	7	Remedial Work to Existing Steel	1	LS			$0.00	0.00	0.00	5,000.00	$0	$0	$0	$5,000	$5,000	$5,000.00	$5,000
05 12 00	7	Remedial Wk to Existing Steel @ E Playgrnd Allowance	1	LS			$0.00	0.00	0.00	8,800.00	$0	$0	$0	$8,800	$8,800	$8,800.00	$8,800
05 12 00																	
05 12 00		STRUCTURAL STEEL		LBS							$0	$0	$0	$207,419	$207,419	$4.84	$207,419
06 12 00		PORT-A-COCHERE STEEL STRUCTURE															

Project: Sample Estimate

Title: AIA A133 Exhibit A / Attachment B - Project NTE Budget

Date: February 04, 2024

PLYLER CONSTRUCTION

TRADE	Bid Package	DESCRIPTION	QTY	UNIT	MH / UNIT	CREW	MH COST	UNIT MATL	UNIT EQUIP	UNIT SUB	LABOR COST	MATL COST	EQUIP COST	SUB COST	DIRECT COST	UNIT COST	TOTAL COST - SUB
05 12 00	7	Port-a-cochere Structural Steel ALLOWANCE	1	ls			$0.00	0.00	0.00	60,088.00	$0	$0	$0	$60,088	$60,088	$60,088.00	$60,088
05 12 00	7	Play Area - Outside Framing Extension	1	ls			$0.00	0.00	0.00	18,300.00	$0	$0	$0	$18,300	$18,300	$18,300.00	$18,300
05 12 00																	
05 12 00		**PORT-A-COCHERE STEEL STRUCTURE**		**LBS**							**$0**	**$0**	**$0**	**$78,388**	**$78,388**	**$1.83**	**$78,388**
05 21 00	**2.3**	**STEEL JOISTS - NON GRADE FLOORS**		**LBS**							**$0**	**$0**	**$0**	**$0**	**$0**	**$0.00**	**$0**
05 21 00		**STEEL JOISTS - ROOF**		**LBS**							**$0**	**$0**	**$0**	**$0**	**$0**	**$0.00**	**$0**
05 30 00		**METAL DECK - FLOORS**															
05 30 00	7	w/ Structural Steel Abv					$0.00	0.00	0.00	0.00	$0	$0	$0	$0	$0	$0.00	$0
05 30 00	7																
05 30 00																	
05 30 00		**METAL DECK - FLOORS**		**SF**							**$0**	**$0**	**$0**	**$0**	**$0**	**$0.00**	**$0**
05 30 00		**METAL DECK - ROOF**		**SF**							**$0**	**$0**	**$0**	**$0**	**$0**	**$0.00**	**$0**
05 50 00		**MISC. METALS**															
05 50 00	7	Rail & Cable Guard Rails C&S FABRICATION	1	LS			$0.00	0.00	0.00	52,497.00	$0	$0	$0	$52,497	$52,497	$52,497.00	$52,497
05 50 00	7																
05 50 00																	
05 50 00		**MISC. METALS**		**GSF**							**$0**	**$0**	**$0**	**$52,497**	**$52,497**	**$1.22**	**$52,497**
06 51 00		**STEEL STAIRS**		**FLT**							**$0**	**$0**	**$0**	**$0**	**$0**	**$0.00**	**$0**
06 10 00		**ROUGH CARPENTRY NON GRADE FLOORS**		**FLSF**							**$0**	**$0**	**$0**	**$0**	**$0**	**$0.00**	**$0**
06 10 00		**ROUGH CARPENTRY ROOF**		**RFSF**							**$0**	**$0**	**$0**	**$0**	**$0**	**$0.00**	**$0**
06 10 00		**ROUGH CARPENTRY EXT. WALLS**		**WLSF**							**$0**	**$0**	**$0**	**$0**	**$0**	**$0.00**	**$0**
06 10 00		**ROUGH CARPENTRY INT. WALLS**															
06 10 00	7	Interior Wall Blocking	1	LS			$0.00	0.00	0.00	12,800.00	$0	$0	$0	$12,800	$12,800	$12,800.00	$12,800
06 10 00	7	Remedial Work to Existing Platforms	1	LS			$0.00	0.00	0.00	7,700.00	$0	$0	$0	$7,700	$7,700	$7,700.00	$7,700
06 10 00	7	Temporary Barricades - Constr Seperation Walls	1	LS			$0.00	0.00	0.00	36,800.00	$0	$0	$0	$36,800	$36,800	$36,800.00	$36,800
06 10 00																	
06 10 00		**ROUGH CARPENTRY INT. WALLS**		**WLSF**							**$0**	**$0**	**$0**	**$57,300**	**$57,300**	**$1.34**	**$57,300**
06 10 00		**ROUGH CARPENTRY MISCELLANEOUS**		**GSF**							**$0**	**$0**	**$0**	**$0**	**$0**	**$0.00**	**$0**
06 20 00		**FINISH CARPENTRY**															
06 20 00	8	Miscellaneous Trim and accessories	1	LS			$0.00	0.00	0.00	2,500.00	$0	$0	$0	$2,500	$2,500	$2,500.00	$2,500
06 20 00	8																
06 20 00																	
06 20 00		**FINISH CARPENTRY**		**GSF**							**$0**	**$0**	**$0**	**$2,500**	**$2,500**	**$0.06**	**$2,500**
06 41 00		**CASEWORK**															
06 41 00	8	CASEWORK LUNDY SERVICES	1	LS			$0.00	0.00	0.00	57,970.00	$0	$0	$0	$57,970	$57,970	$57,970.00	$57,970
06 41 00	8																
06 41 00	8																
06 41 00																	
06 41 00		**CASEWORK**		**GSF**							**$0**	**$0**	**$0**	**$57,970**	**$57,970**	**$1.35**	**$57,970**
06 42 00		**WOOD PANELING**		**SF**							**$0**	**$0**	**$0**	**$0**	**$0**	**$0.00**	**$0**
07 10 00		**EXTERIOR WALL MEMBRANE**															
07 10 00	11	Exterior Membrane & Elev Pit Geo D. Alan	1	LS			$0.00	0.00	0.00	5,530.00	$0	$0	$0	$5,530	$5,530	$5,530.00	$5,530
07 10 00	11	Exterior Membrane @ Playgrnd Wall Opening	1	LS			$0.00	0.00	0.00	4,200.00	$0	$0	$0	$4,200	$4,200	$4,200.00	$4,200
07 10 00																	
07 10 00		**EXTERIOR WALL MEMBRANE**	**2**	**SF**							**$0**	**$0**	**$0**	**$9,730**	**$9,730**	**$0.23**	**$9,730**
07 10 00		**EXTERIOR DECK MEMBRANE**	**0**	**SF**							**$0**	**$0**	**$0**	**$0**	**$0**	**$0.00**	**$0**
07 21 00		**INSULATION EXTERIOR WALLS**															
07 21 00	11	R-19 Wall Insulation- Misc	1	SF			$0.00	0.00	0.00	3,500.00	$0	$0	$0	$3,500	$3,500	$3,500.00	$3,500
07 21 00	11																
07 21 00																	
07 21 00		**INSULATION EXTERIOR WALLS**	**1**	**SF**							**$0**	**$0**	**$0**	**$3,500**	**$3,500**	**$0.08**	**$3,500**
07 22 00		**INSULATION ROOFS**	**0**	**RFSF**							**$0**	**$0**	**$0**	**$0**	**$0**	**$0.00**	**$0**
07 21 00		**INSULATION INTERIOR WALLS**		**SF**							**$0**	**$0**	**$0**	**$0**	**$0**	**$0.00**	**$0**
07 21 00		**INSULATION MISCELLANEOUS**		**GSF**							**$0**	**$0**	**$0**	**$0**	**$0**	**$0.00**	**$0**
07 24 00		**EXTERIOR INSULATION & FINISH SYSTEM**															
07 24 00		Port-a-cochere ALLOWANCE	1	LS			$0.00	0.00	0.00	24,700.00	$0	$0	$0	$24,700	$24,700	$24,700.00	$24,700
07 24 00																	
07 24 00																	
07 24 00		**EXTERIOR INSULATION & FINISH SYSTEM**		**SF**							**$0**	**$0**	**$0**	**$24,700**	**$24,700**	**$0.58**	**$24,700**
07 81 00		**FIRE PROOFING -NON GRADE FLOORS**		**SF**							**$0**	**$0**	**$0**	**$0**	**$0**	**$0.00**	**$0**

Project: Sample Estimate

Title: AIA A133 Exhibit A / Attachment B - Project NTE Budget

Date: February 04, 2024

PLYLER CONSTRUCTION

TRADE	Bid Package	DESCRIPTION	QTY	UNIT	MH / UNIT	CREW	MH COST	UNIT MATL	UNIT EQUIP	UNIT SUB	LABOR COST	MATL COST	EQUIP COST	SUB COST	DIRECT COST	UNIT COST	TOTAL COST - SUB
07 81 00		FIRE PROOFING -COLUMNS		SF							$0	$0	$0	$0	$0	$0.00	$0
07 81 00		FIRE PROOFING -ROOFS		SF							$0	$0	$0	$0	$0	$0.00	$0
07 81 23		INTUMESCENT FIRE PROOFING		SF							$0	$0	$0	$0	$0	$0.00	$0
07 84 00		FIRESTOPPING		SF							$0	$0	$0	$0	$0	$0.00	$0
07 31 00		SHINGLE ROOFING		SF							$0	$0	$0	$0	$0	$0.00	$0
07 32 00		TILE ROOFING		SF							$0	$0	$0	$0	$0	$0.00	$0
07 42 00		WALL PANELS															
07 42 00		Port-a-cochere / Soffit Metal Panels ALLOWANCE	1	LS			$0.00	0.00	0.00	26,800.00	$0	$0	$0	$26,800	$26,800	$26,800.00	$26,800
07 42 00							$0.00	0.00	0.00	0.00	$0	$0	$0	$0	$0	$0.00	$0
07 42 00																	
07 42 00		WALL PANELS		SF							$0	$0	$0	$26,800	$26,800	$0.83	$26,800
07 60 00		MEMBRANE ROOFING		RFSF							$0	$0	$0	$0	$0	$0.00	$0
07 60 00		SHEET METAL - ROOF ASSOCIATED		GSF							$0	$0	$0	$0	$0	$0.00	$0
07 41 00		METAL ROOFING															
07 41 00	9	Cutting - Remedial & Patching @ Playgrnd Ext	1	LS			$0.00	0.00	0.00	17,060.00	$0	$0	$0	$17,060	$17,060	$17,060.00	$17,060
07 41 00	9	Metal Roof @ Port-a-cochere ALLOWANCE	1	LS			$0.00	0.00	0.00	41,700.00	$0	$0	$0	$41,700	$41,700	$41,700.00	$41,700
07 41 00																	
07 41 00		METAL ROOFING		RFSF							$0	$0	$0	$58,760	$58,760	$1.37	$58,760
07 41 00		NATURAL ROOF COVERINGS		RFSF							$0	$0	$0	$0	$0	$0.00	$0
07 72 00		ROOF ACCESSORIES		RFSF							$0	$0	$0	$0	$0	$0.00	$0
07 72 00		ROOF PAVERS		RFSF							$0	$0	$0	$0	$0	$0.00	$0
07 92 00		SEALANTS															
07 92 00		Misc. Sealants @ Exterior Walls	1	LS			$0.00	0.00	0.00	8,200.00	$0	$0	$0	$8,200	$8,200	$8,200.00	$8,200
07 92 00																	
07 92 00																	
07 92 00		SEALANTS		GSF							$0	$0	$0	$8,200	$8,200	$0.19	$8,200
08 12 00		HM WINDOW FRAMES - EXTERIOR		SF							$0	$0	$0	$0	$0	$0.00	$0
08 12 00		HM WINDOW FRAMES - INTERIOR															
08 12 00		Mezzanine - Youth Office - 4' w X 8' H	2	ea			$0.00	0.00	0.00	2,600.00	$0	$0	$0	$5,200	$5,200	$2,600.00	$5,200
08 12 00		Mezzanine - West Office - 4' w X 8' H	2	ea			$0.00	0.00	0.00	2,600.00	$0	$0	$0	$5,200	$5,200	$2,600.00	$5,200
08 12 00		Port-a-cochere - Tower Windows - None Shown	0	LS			$0.00	0.00	0.00	0.00	$0	$0	$0	$0	$0	$0.00	$0
08 12 00																	
08 12 00		HM WINDOW FRAMES - INTERIOR		SF							$0	$0	$0	$10,400	$10,400	$0.24	$10,400
08 10 00		HM/WD DOORS / FRAMES / HRDWR - EXT		LFS							$0	$0	$0	$0	$0	$0.00	$0
08 10 00		HM/WD DOORS / FRAMES / HRDWR - INT															
08 10 00		Drs / Frms / Hdwre PIPERWEATHERFORD	1	EA			$0.00	0.00	0.00	103,730.00	$0	$0	$0	$103,730	$103,730	$103,730.00	$103,730
08 10 00		INSTALL - Drs, Frms, Hdwre (Labor Only)	1	LS			$0.00	0.00	0.00	9,800.00	$0	$0	$0	$9,800	$9,800	$9,800.00	$9,800
08 10 00																	
08 10 00		HM/WD DOORS / FRAMES / HRDWR - INT		LFS							$0	$0	$0	$113,530	$113,530	$2.65	$113,530
08 34 53		SECURITY DOORS / FRAMES / HRDWR		DRS							$0	$0	$0	$0	$0	$0.00	$0
08 33 00		ROLL-UP DOORS															
08 33 00		Roll-up doors OGD EQUIPMENT	1	EA			$0.00	0.00	0.00	13,590.00	$0	$0	$0	$13,590	$13,590	$13,590.00	$13,590
08 33 00		Roll-up door 12' x 5' @ Kitchen / Lobby Area / Manual	1	EA			$0.00	0.00	0.00	0.00	$0	$0	$0	$0	$0	$0.00	$0
08 33 00		Roll-up door 12' x 10' @ Mezzanine Area / Automatic	1	EA			$0.00	0.00	0.00	11,550.00	$0	$0	$0	$11,550	$11,550	$11,550.00	$11,550
08 33 00																	
08 33 00		ROLL-UP DOORS		DRS							$0	$0	$0	$25,140	$25,140	$0.59	$25,140
07 72 00		ROOF WINDOWS AND SKYLIGHTS		RFSF							$0	$0	$0	$0	$0	$0.00	$0
08 51 13		GLASS ENCLOSURE @ PLAYGROUND															
08 51 13	13	Glass Enclosure @ Playground	1	LS			$0.00	0.00	0.00	8,400.00	$0	$0	$0	$8,400	$8,400	$8,400.00	$8,400
08 51 13	13																
08 51 13																	
08 51 13		GLASS ENCLOSURE @ PLAYGROUND		SF							$0	$0	$0	$8,400	$8,400	$0.20	$8,400
08 41 13		ALUMINUM DOORS - INTERIOR		SF							$0	$0	$0	$0	$0	$0.00	$0
08 88 00		GLASS & GLAZING - EXTERIOR		SF							$0	$0	$0	$0	$0	$0.00	$0
08 80 00		GLASS & GLAZING - INTERIOR															
08 80 00		Glass & Glazing LINDSAY GLASS	1	LS			$0.00	0.00	0.00	16,522.00	$0	$0	$0	$16,522	$16,522	$16,522.00	$16,522
08 80 00																	
08 80 00																	
08 80 00		GLASS & GLAZING - INTERIOR		SF							$0	$0	$0	$16,522	$16,522	$0.39	$16,522
08 51 13		ALUMINUM WINDOWS - EXTERIOR		SF							$0	$0	$0	$0	$0	$0.00	$0

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PLYLER CONSTRUCTION

TRADE	Bid Package	DESCRIPTION	QTY	UNIT	MH / UNIT	CREW	MH COST	UNIT MATL	UNIT EQUIP	UNIT SUB	LABOR COST	MATL COST	EQUIP COST	SUB COST	DIRECT COST	UNIT COST	TOTAL COST - SUB
08 41 13		**ALUMINUM DOORS - EXTERIOR**															
08 41 13	13	Storefront double door - Move West Entrance Units	6	EA			$0.00	0.00	0.00	2,350.00	$0	$0	$0	$14,100	$14,100	$2,350.00	$14,100
08 41 13	13																
08 41 13																	
08 41 13		**ALUMINUM DOORS - EXTERIOR**		**SF**							**$0**	**$0**	**$0**	**$14,100**	**$14,100**	**$0.33**	**$14,100**
08 80 00		**LOUVERS AND VENTS**		**DRS**							**$0**	**$0**	**$0**	**$0**	**$0**	**$0.00**	**$0**
09 20 00		**MTL STUDS / DRYWALL - EXTERIOR WALL**															
09 20 00		Drywall, Exterior Sheathing @ E & W Entrances Rebuild	1	LS			$0.00	0.00	0.00	15,100.00	$0	$0	$0	$15,100	$15,100	$15,100.00	$15,100
09 20 00		Drywall, Exterior Sheathing @ Playground Wall Rebuild	1	LS			$0.00	0.00	0.00	12,500.00	$0	$0	$0	$12,500	$12,500	$12,500.00	$12,500
09 20 00																	
09 20 00																	
09 20 00		**MTL STUDS / DRYWALL - EXTERIOR WALL**		**SF**							**$0**	**$0**	**$0**	**$27,600**	**$27,600**	**$0.84**	**$27,600**
09 20 00		**MTL STUDS / DRYWALL - INTERIOR WALL**															
09 20 00	14	Drywall & Acoustical TEXAS DRYWALL	1	SF			$0.00	0.00	0.00	363,275.00	$0	$0	$0	$363,275	$363,275	$363,275.00	$363,275
09 20 00	14	Remedial Patching	1	LS			$0.00	0.00	0.00	7,200.00	$0	$0	$0	$7,200	$7,200	$7,200.00	$7,200
09 20 00	14	Above Ceiling - Bracking Existing Walls	1	LS			$0.00	0.00	0.00	13,800.00	$0	$0	$0	$13,800	$13,800	$13,800.00	$13,800
09 20 00																	
09 20 00		**MTL STUDS / DRYWALL - INTERIOR WALL**		**SF**							**$0**	**$0**	**$0**	**$384,275**	**$384,275**	**$8.96**	**$384,275**
09 20 00		**MTL FRAMING / DRYWALL - CEILINGS**		**SF**							**$0**	**$0**	**$0**	**$0**	**$0**	**$0.00**	**$0**
09 20 00		**MTL STUDS / DRYWALL - MISCELLANEOUS**		**GSF**							**$0**	**$0**	**$0**	**$0**	**$0**	**$0.00**	**$0**
09 20 00		**PLASTER - EXTERIOR WALLS**															
09 20 00	14	NONE		LS			$0.00	0.00	0.00	0.00	$0	$0	$0	$0	$0	$0.00	$0
09 20 00																	
09 20 00																	
09 20 00		**PLASTER - EXTERIOR WALLS**		**SF**							**$0**	**$0**	**$0**	**$0**	**$0**	**$0.00**	**$0**
09 20 00		**PLASTER - INTERIOR WALLS**		**SF**							**$0**	**$0**	**$0**	**$0**	**$0**	**$0.00**	**$0**
09 20 00		**PLASTER - CEILINGS**		**SF**							**$0**	**$0**	**$0**	**$0**	**$0**	**$0.00**	**$0**
09 30 00		**TILE & STONE FLOORS**															
09 30 00		Hard Tile - w/ Carpet SPECTRA FLOORING		SF			$0.00	0.00	0.00	0.00	$0	$0	$0	$0	$0	$0.00	$0
09 30 00		Hard Tile - Floor Float	1	LS			$0.00	0.00	0.00	11,500.00	$0	$0	$0	$11,500	$11,500	$11,500.00	$11,500
09 30 00																	
09 30 00																	
09 30 00		**TILE & STONE FLOORS**		**FLSF**							**$0**	**$0**	**$0**	**$11,500**	**$11,500**	**$0.27**	**$11,500**
09 30 00		**TILE & STONE WALLS**		**WLSF**							**$0**	**$0**	**$0**	**$0**	**$0**	**$0.00**	**$0**
09 66 00		**TERRAZZO**		**SF**							**$0**	**$0**	**$0**	**$0**	**$0**	**$0.00**	**$0**
09 51 00		**ACOUSTICAL CEILING**															
09 51 00		w / Drywall TEXAS DRYWALL	0	SF			$0.00	0.00	0.00	0.00	$0	$0	$0	$0	$0	$0.00	$0
09 51 00		ACT Ceilings - Remedial In Halls	1	LS			$0.00	0.00	0.00	14,500.00	$0	$0	$0	$14,500	$14,500	$14,500.00	$14,500
09 51 00																	
09 51 00		**ACOUSTICAL CEILING**		**SF**							**$0**	**$0**	**$0**	**$14,500**	**$14,500**	**$0.34**	**$14,500**
09 83 00		**ACOUSTICAL WALL PANELS**		**SF**							**$0**	**$0**	**$0**	**$0**	**$0**	**$0.00**	**$0**
09 64 00		**WOOD FLOORING**		**SF**							**$0**	**$0**	**$0**	**$0**	**$0**	**$0.00**	**$0**
09 65 00		**RESILIENT FLOORING**															
09 65 00	15	Resilient Flooring	1	LS			$0.00	0.00	0.00	16,300.00	$0	$0	$0	$16,300	$16,300	$16,300.00	$16,300
09 65 00							$0.00	0.00	0.00	0.00	$0	$0	$0	$0	$0	$0.00	$0
09 65 00																	
09 65 00		**RESILIENT FLOORING**	1	**SF**							**$0**	**$0**	**$0**	**$16,300**	**$16,300**	**$0.38**	**$16,300**
09 68 00		**CARPET**															
09 68 00		Carpet SPECTRA FLOORING	1	LS			$0.00	0.00	0.00	120,278.00	$0	$0	$0	$120,278	$120,278	$120,278.00	$120,278
09 68 00		Miscellaneous Floor Patching	1	LS			$0.00	0.00	0.00	24,770.00	$0	$0	$0	$24,770	$24,770	$24,770.00	$24,770
09 68 00																	
09 68 00		**CARPET**	0	**YDS**							**$0**	**$0**	**$0**	**$145,048**	**$145,048**	**$3.38**	**$145,048**
09 82 00		**SPECIAL FLOORING**															
09 62 00		Sealed Concrete Flooring	62	SF			$0.00	0.00	0.00	11.55	$0	$0	$0	$716	$716	$11.55	$716
09 62 00		Kitchen, Laundry, & Pantry Flooring - Vinyl	588	SF			$0.00	0.00	0.00	9.35	$0	$0	$0	$5,498	$5,498	$9.35	$5,498
09 62 00		Flooring @ Enclosed Playground - 30' x 40'	1	LS			$0.00	0.00	0.00	14,300.00	$0	$0	$0	$14,300	$14,300	$14,300.00	$14,300
09 62 00		Stained Concrete Flooring QUESTMARK	1	LS			$0.00	0.00	0.00	14,421.00	$0	$0	$0	$14,421	$14,421	$14,421.00	$14,421
09 62 00																	
09 62 00		**SPECIAL FLOORING**		**SF**							**$0**	**$0**	**$0**	**$34,936**	**$34,936**	**$0.81**	**$34,936**
09 69 00		**ACCESS FLOORING**		**SF**							**$0**	**$0**	**$0**	**$0**	**$0**	**$0.00**	**$0**

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09 90 00		PAINT - EXTERIOR		GSF							$0	$0	$0	$0	$0	$0.00	$0
09 90 00		PAINT - INTERIOR															
09 90 00		Drywall - Tape / Bed / Paint RDS SMITH'S	1	LS			$0.00	0.00	0.00	75,600.00	$0	$0	$0	$75,600	$75,600	$75,600.00	$75,600
09 90 00		Touch Up Structural Steel	1	LS			$0.00	0.00	0.00	3,200.00	$0	$0	$0	$3,200	$3,200	$3,200.00	$3,200
09 90 00		Painting @ Port-a-cochere ALLOWANCE	1	LS			$0.00	0.00	0.00	4,200.00	$0	$0	$0	$4,200	$4,200	$4,200.00	$4,200
09 90 00																	
09 90 00		PAINT - INTERIOR		GSF							$0	$0	$0	$83,000	$83,000	$1.84	$83,000
09 70 00		WALL COVERING	0	SF							$0	$0	$0	$0	$0	$0.00	$0
09 67 00		MISC FLOOR FINISHES		SF							$0	$0	$0	$0	$0	$0.00	$0
09 87 00		MISC CEILING FINISHES		SF							$0	$0	$0	$0	$0	$0.00	$0
09 97 00		MISC WALL FINISHES															
09 97 00	14	FRP Panel - Kitchen & Pantry	145	SF			$0.00	0.00	0.00	8.75	$0	$0	$0	$1,269	$1,269	$8.75	$1,269
09 97 00	14	Lobby Wall - Reclaimed Wood	980	SF			$0.00	0.00	0.00	22.45	$0	$0	$0	$22,001	$22,001	$22.45	$22,001
09 97 00																	
09 97 00																	
09 97 00		MISC WALL FINISHES	1,126	SF							$0	$0	$0	$23,270	$23,270	$0.64	$23,270
09 67 00		MISC FINISHES		SF							$0	$0	$0	$0	$0	$0.00	$0
10 10 00		INFORMATION SPECIALTIES	0	SF							$0	$0	$0	$0	$0	$0.00	$0
10 20 00		INTERIOR SPECIALTIES															
10 20 00	17	Toilet Access & Specialties CHATHAMWORTH	1	LS			$0.00	0.00	0.00	19,160.00	$0	$0	$0	$19,160	$19,160	$19,160.00	$19,160
10 20 00	17	Standard		EA			$0.00	0.00	0.00	0.00	$0	$0	$0	$0	$0	$0.00	$0
10 20 00	17	Fire Extinguisher - In Wall Cabinet w 10 lb ABC	12	EA			$0.00	0.00	0.00	595.00	$0	$0	$0	$7,140	$7,140	$595.00	$7,140
10 20 00																	
10 20 00		INTERIOR SPECIALTIES		GSF							$0	$0	$0	$28,300	$28,300	$0.61	$28,300
10 60 00		STORAGE SPECIALTIES		SF							$0	$0	$0	$0	$0	$0.00	$0
10 70 00		EQUIPMENT AND ACCESSORIES															
10 70 00	18	Steam Kitchen - EDWARD DON	1	LS			$0.00	0.00	0.00	119,407.00	$0	$0	$0	$119,407	$119,407	$119,407.00	$119,407
10 70 00	18	Cafe Equipment - Allowance	1	LS			$0.00	0.00	0.00	12,700.00	$0	$0	$0	$12,700	$12,700	$12,700.00	$12,700
10 70 00	18	Laundry Equipment - Allowance	1	LS			$0.00	0.00	0.00	20,100.00	$0	$0	$0	$20,100	$20,100	$20,100.00	$20,100
10 70 00																	
10 70 00		EQUIPMENT AND ACCESSORIES		GSF							$0	$0	$0	$162,207	$162,207	$3.66	$162,207
11 60 00		INTERIOR SPECIALTIES															
11 50 00	17	Interior Signage BENCHMARK SIGNS	1	LS			$0.00	0.00	0.00	8,000.00	$0	$0	$0	$8,000	$8,000	$8,000.00	$8,000
11 50 00	17	Corner Guards	1	LS			$0.00	0.00	0.00	1,300.00	$0	$0	$0	$1,300	$1,300	$1,300.00	$1,300
11 50 00																	
11 60 00		INTERIOR SPECIALTIES		SF							$0	$0	$0	$9,300	$9,300	$0.22	$9,300
11 65 00		MISCELLANOUS PACKAGE		GSF							$0	$0	$0	$0	$0	$0.00	$0
11 19 00		ARCHITECTURAL SPECIALITIES															
11 19 00		Stage / Platform Revisions	1	LS			$0.00	0.00	0.00	51,197.00	$0	$0	$0	$51,197	$51,197	$51,197.00	$51,197
11 19 00																	
11 19 00																	
11 19 00		ARCHITECTURAL SPECIALITIES		SF							$0	$0	$0	$51,197	$51,197	$1.19	$51,197
11 70 00		HEALTHCARE EQUIPMENT		SF							$0	$0	$0	$0	$0	$0.00	$0
12 40 00		FURNISHINGS AND ACCESSORIES															
12 40 00		Enclosed Playground Equipment Allowance	1	LS			$0.00	0.00	0.00	52,300.00	$0	$0	$0	$52,300	$52,300	$52,300.00	$52,300
12 40 00		West Side Restroom Update ALLOWANCE	1	LS			$0.00	0.00	0.00	70,000.00	$0	$0	$0	$70,000	$70,000	$70,000.00	$70,000
12 40 00																	
12 40 00		FURNISHINGS AND ACCESSORIES		GSF							$0	$0	$0	$122,300	$122,300	$2.86	$122,300
12 21 00		WINDOW TREATMENTS															
12 21 00	17	Blinds - Allowance	1	LS			$0.00	0.00	0.00	8,400.00	$0	$0	$0	$8,400	$8,400	$8,400.00	$8,400
12 21 00																	
12 21 00																	
12 21 00		WINDOW TREATMENTS		SF							$0	$0	$0	$8,400	$8,400	$0.20	$8,400
12 60 00		MULTIPLE SEATING															
12 40 00		Furniture - Tables, Chairs, Desk - Allowance	1	LS			$0.00	0.00	0.00	105,000.00	$0	$0	$0	$105,000	$105,000	$105,000.00	$105,000
12 60 00																	
12 60 00																	
12 21 00		MULTIPLE SEATING		SF							$0	$0	$0	$105,000	$105,000	$2.45	$105,000
13 30 00		SPECIAL STRUCTURES		GSF							$0	$0	$0	$0	$0	$0.00	$0
14 29 22		ELEVATORS															

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TRADE	Bid Package	DESCRIPTION	QTY	UNIT	MH / UNIT	CREW	MH COST	UNIT MATL	UNIT EQUIP	UNIT SUB	LABOR COST	MATL COST	EQUIP COST	SUB COST	DIRECT COST	UNIT COST	TOTAL COST - SUB
14 20 22	20	Elevator OTIS ELEVATOR	1	LS			$0.00	0.00	0.00	65,000.00	$0	$0	$0	$65,000	$65,000	$65,000.00	$65,000
14 20 22	20	Elevator - Revision per City Comments ALLOWANCE	1	LS			$0.00	0.00	0.00	15,200.00	$0	$0	$0	$15,200	$15,200	$15,200.00	$15,200
14 20 22																	
14 20 22		**ELEVATORS**		**STOP**							**$0**	**$0**	**$0**	**$80,200**	**$80,200**	**$1.87**	**$80,200**
21 10 00		**WATER FIRE SUPPRESSION SYSTEMS**															
21 10 00		Fire Sprikler FOUR FEATHERS	1	LS			$0.00	0.00	0.00	75,357.00	$0	$0	$0	$75,357	$75,357	$75,357.00	$75,357
21 10 00		Remedial @ Mezz Deck & Sanctuary	1	LS			$0.00	0.00	0.00	12,100.00	$0	$0	$0	$12,100	$12,100	$12,100.00	$12,100
21 10 00																	
21 10 00																	
21 10 00		**WATER FIRE SUPPRESSION SYSTEMS**		**GSF**							**$0**	**$0**	**$0**	**$87,457**	**$87,457**	**$2.04**	**$87,457**
21 10 00		**FIRE-EXTINGUISHING SYSTEMS**		**GSF**							**$0**	**$0**	**$0**	**$0**	**$0**	**$0.00**	**$0**
02 41 00		**PLUMBING**															
02 41 00	23	Plumbing DON BURDEN & ASSOC	1	LS			$0.00	0.00	0.00	273,000.00	$0	$0	$0	$273,000	$273,000	$273,000.00	$273,000
02 41 00																	
02 41 00																	
02 41 00		**PLUMBING**		**GSF**							**$0**	**$0**	**$0**	**$273,000**	**$273,000**	**$6.37**	**$273,000**
22 10 00		**PLUMBING PIPING AND PUMPS**		**GSF**							**$0**	**$0**	**$0**	**$0**	**$0**	**$0.00**	**$0**
22 30 00		**PLUMBING EQUIPMENT**		**GSF**							**$0**	**$0**	**$0**	**$0**	**$0**	**$0.00**	**$0**
22 40 00		**PLUMBING FIXTURES**		**FIXT**							**$0**	**$0**	**$0**	**$0**	**$0**	**$0.00**	**$0**
22 60 00		**PLUMBING GAS AND CONDENSATE**		**GSF**							**$0**	**$0**	**$0**	**$0**	**$0**	**$0.00**	**$0**
22 70 00		**PLUMBING - Miscellaneous**		**GSF**							**$0**	**$0**	**$0**	**$0**	**$0**	**$0.00**	**$0**
02 41 00		**HVAC - DEMOLITION**		**GSF**							**$0**	**$0**	**$0**	**$0**	**$0**	**$0.00**	**$0**
01 55 00		**HVAC Equipment**															
01 55 00	22	HVAC DON BURDEN & ASSOC	1	ea			$0.00	0.00	0.00	377,000.00	$0	$0	$0	$377,000	$377,000	$377,000.00	$377,000
01 55 00	22	Package AC Units over 5 tons - Enclosed Playgrnd		ea			$0.00	0.00	0.00	0.00	$0	$0	$0	$0	$0	$0.00	$0
01 55 00	22	Exhaust fans		ea			$0.00	0.00	0.00	0.00	$0	$0	$0	$0	$0	$0.00	$0
01 55 00																	
01 55 00		**HVAC Equipment**		**GSF**							**$0**	**$0**	**$0**	**$377,000**	**$377,000**	**$8.79**	**$377,000**
23 30 00		**HVAC - AIR DISTRIBUTION**		**LBS**							**$0**	**$0**	**$0**	**$0**	**$0**	**$0.00**	**$0**
23 20 00		**HVAC Miscellaneous**															
23 20 00	22	Kitchen Hood and EF Welded Duct	1	ea			$0.00	0.00	0.00	3,600.00	$0	$0	$0	$3,600	$3,600	$3,600.00	$3,600
23 20 00	22	Refrigerant piping		LS			$0.00	0.00	0.00	0.00	$0	$0	$0	$0	$0	$0.00	$0
23 20 00																	
23 20 00																	
23 20 00		**HVAC Miscellaneous**		**GSF**							**$0**	**$0**	**$0**	**$3,600**	**$3,600**	**$0.08**	**$3,600**
22 10 00		**HVAC - CONTROLS**															
22 10 00	22	HVAC - Controls CLIMATEC BUILDING	1	LS			$0.00	0.00	0.00	21,500.00	$0	$0	$0	$21,500	$21,500	$21,500.00	$21,500
22 10 00	22	Added Controls	1	LS			$0.00	0.00	0.00	8,400.00	$0	$0	$0	$8,400	$8,400	$8,400.00	$8,400
22 10 00	22																
22 10 00																	
22 10 00		**HVAC - CONTROLS**		**GSF**							**$0**	**$0**	**$0**	**$29,900**	**$29,900**	**$0.70**	**$29,900**
23 70 00		**HVAC -BALANCING AND COMMISSION**															
23 70 00	22	Test / Balance COMPLETE TEST & BALANCE	1	LS			$0.00	0.00	0.00	14,000.00	$0	$0	$0	$14,000	$14,000	$14,000.00	$14,000
23 70 00																	
23 70 00																	
23 70 00		**HVAC -BALANCING AND COMMISSION**		**GSF**							**$0**	**$0**	**$0**	**$14,000**	**$14,000**	**$0.33**	**$14,000**
23 80 00		**HVAC Miscellaneous**		**GSF**							**$0**	**$0**	**$0**	**$0**	**$0**	**$0.00**	**$0**
25 00 00		**INTEGRATED AUTOMATION**		**GSF**							**$0**	**$0**	**$0**	**$0**	**$0**	**$0.00**	**$0**
02 41 00		**ELECTRICAL - DEMOLITION**		**GSF**							**$0**	**$0**	**$0**	**$0**	**$0**	**$0.00**	**$0**
26 32 00		**EMERGENCY GENERATOR**															
26 32 00		NONE					$0.00	0.00	0.00	0.00	$0	$0	$0	$0	$0	$0.00	$0
26 32 00																	
26 32 00		**EMERGENCY GENERATOR**		**KW**							**$0**	**$0**	**$0**	**$0**	**$0**	**$0.00**	**$0**
26 00 00		**MAIN SWITCHGEAR**		**AMPS**							**$0**	**$0**	**$0**	**$0**	**$0**	**$0.00**	**$0**
26 00 00		**BUILDING DISTRIBUTION EQUIPMENT**															
26 00 00		Electrical GEORGE MCKINNA ELECT	1	LS			$0.00	0.00	0.00	572,000.00	$0	$0	$0	$572,000	$572,000	$572,000.00	$572,000
26 00 00																	
26 00 00																	
26 00 00		**BUILDING DISTRIBUTION EQUIPMENT**		**AMPS**							**$0**	**$0**	**$0**	**$572,000**	**$572,000**	**$13.34**	**$572,000**
26 00 00		**BUILDING POWER FEEDERS**		**LF**							**$0**	**$0**	**$0**	**$0**	**$0**	**$0.00**	**$0**

SECTION 1 | RESPONSE TO RFP

Project: Sample Estimate

Title: AIA A133 Exhibit A / Attachment B - Project NTE Budget

Date: February 04, 2024

PLYLER CONSTRUCTION

TRADE	Bid Package	DESCRIPTION	QTY	UNIT	MH / UNIT	MH CREW	MH COST	UNIT MATL	UNIT EQUIP	UNIT SUB	LABOR COST	MATL COST	EQUIP COST	SUB COST	DIRECT COST	UNIT COST	TOTAL COST - SUB
26 50 00		LIGHTING & LIGHTNING DISTRIBUTION		FIXT							$0	$0	$0	$0	$0	$0.00	$0
26 00 00		POWER DISTRIBUTION / RECEPTACLES		OPNG							$0	$0	$0	$0	$0	$0.00	$0
26 00 00		MISC. ELECTRICAL															
26 00 00	24	Investigation of Existing	0	LS			$0.00	0.00	0.00	0.00	$0	$0	$0	$0	$0	$0.00	$0
26 00 00	24	Temporary Lighting	1	LS			$0.00	0.00	0.00	$5,300.00	$0	$0	$0	$15,300	$15,300	$15,300.00	$15,300
26 00 00	24	Panic-cochere - Lighting @ Soffit Allowance	1	LS			$0.00	0.00	0.00	3,450.00	$0	$0	$0	$3,450	$3,450	$3,450.00	$3,450
26 00 00		MISC. ELECTRICAL		G&F							$0	$0	$0	$24,750	$24,750	$0.58	$24,750
27 30 00		VOICE COMMUNICATIONS		OPNG							$0	$0	$0	$0	$0	$0.00	$0
27 00 00		CLOCK & BELL SYSTEM		OPNG							$0	$0	$0	$0	$0	$0.00	$0
27 20 00		DATA		OPNG							$0	$0	$0	$0	$0	$0.00	$0
27 40 00		AUDIO-VIDEO COMMUNICATIONS															
11 65 00	17	IT Pkg - Sound Equip, Internet, Wiring - Allowance	1	ls			$0.00	0.00	0.00	79,800.00	$0	$0	$0	$79,800	$79,800	$79,800.00	$79,800
11 65 00	17	IT Pkg - Televisions, Smart Boards - Allowance	1	ls			$0.00	0.00	0.00	111,400.00	$0	$0	$0	$111,400	$111,400	$111,400.00	$111,400
11 65 00	17																
27 40 00		AUDIO-VIDEO COMMUNICATIONS		OPNG							$0	$0	$0	$190,200	$190,200	$4.44	$190,200
28 30 00		MISC. LOW VOLTAGE SYSTEMS		G&F							$0	$0	$0	$0	$0	$0.00	$0
28 00 00		ELECTRONIC SAFETY AND SECURITY		DEVICE							$0	$0	$0	$0	$0	$0.00	$0
28 30 00		FIRE ALARM SYSTEM															
28 30 00		Fire Alarm System FOUR FEATHERS	0	LS		$0.00	0.00	0.00	85,423.00		$0	$0	$0	$0	$0	$0.00	$0
28 30 00		CITY REQUNT - Sanctuary Emerg Evac Sysm	0	LS		$0.00	0.00	0.00	5,000.00		$0	$0	$0	$0	$0	$0.00	$0
28 30 00																	
28 00 00		FIRE ALARM SYSTEM		G&F							$0	$0	$0	$0	$0	$0.00	$0
Grand Total		Subtotal subcontractor cost									$0	$0	$0	$4,137,470	$4,137,470	$98.50	$4,137,470
		CM General Conditions - below	0.00%														$0
		Owner Contingency	2.50%														$103,437
		CM Bond & Insurance	2.00%														$84,518
		CM Contingency	5.00%														$216,296
		Building Permit by Owner-Allowance	0.00%														$0
		Current Construction Cost															$4,542,011

SECTION 1 | RESPONSE TO RFP

Project: Sample Estimate
Title: AIA A133 Exhibit A / Attachment B - Project NTE Budget
Date: February 04, 2024

PLYLER CONSTRUCTION

TRADE	Bid Package	DESCRIPTION	QTY	UNIT	MH / UNIT	MH CREW	MH COST	UNIT MATL	UNIT EQUIP	UNIT SUB	LABOR COST	MATL COST	EQUIP COST	SUB COST	DIRECT COST	UNIT COST	TOTAL COST - SUB
2		Existing Conditions														$3.93	$168,300
3		Concrete														$6.39	$273,775
4		Masonry														$0.72	$30,800
5		Metals														$7.89	$338,304
6		Wood, Plastics & Composites														$2.75	$117,770
7		Thermal & Moisture Protection														$3.07	$131,656
8		Openings														$4.39	$188,052
9		Finishes														$17.27	$740,428
10		Specialties														$4.16	$178,507
11		Equipment														$5.85	$250,697
12		Furnishings														$5.50	$235,700
13		Special Construction														$0.00	$0
14		Conveying Systems														$1.87	$80,200
21		Fire Suppression														$2.04	$87,457
22		Plumbing														$6.37	$273,000
23		HVAC														$9.90	$424,500
25		Integrated Automation														$0.00	$0
26		Electrical														$13.52	$556,750
27		Communications														$0.00	$0
28		Electronic Safety and Security														$0.00	$0
31		Earthwork														$0.30	$12,700
32		Exterior Improvements														$0.00	$0
33		Utilities														$0.21	$8,800
34		Transportation														$0.00	$0
		subtotal														**$96.69**	**$4,137,470**
		CM: General Conditions - below			0.0%											$0.00	$0
		Owner Contingency			2.5%											$2.41	$103,437
		CM Bond & Insurance			2.0%											$1.98	$84,818
		CM Contingency			5.0%											$5.04	$216,295
		Building Permit by Owner-Allowance			0.0%											$0.00	$0
		Current Construction Cost														**$106.83**	**$4,642,011**

SECTION 2 | PROPOSAL

PROPOSAL Construction Manager-at-Risk for City of Sherman Construction

Manager at Risk for RENOVATIONS & ADDITIONS TO FIRE

STATIONNO. 3

RFP No.2025-24

Submitted by: Having examined the Request for Proposal, the undersigned proposes to furnish Construction Management-At-Risk services as required for this project as follows: Pre-Construction Phase Fee, Construction Phase Fee and General Conditions shall be based on the following project construction budget of approximately: $4,000,000.00 Pre-Construction Phase Fee, Construction Phase Fee and General Conditions shall be based on the following project schedule: Preconstruction ____3___ months Construction __12___ months

1. Pre-Construction Phase Fee: To included personnel expense, project estimates, preliminary project schedules,value engineering, constructability reviews, preplanning, overhead and profit, and other services through the pre- construction phase of the Project.

   Pre-Construction Phase Fee: **$ 1,200.00**

2. Construction Phase Fee: Identify a Construction Phase Fee Percentage dollars of the construction budget for all home office expenses and any other expenses not included in the Allowable General Conditions Costs identified in Exhibit 'A', including all overhead and profit.

   Construction Phase Fee Percentage: **% 2.98 .**

   Construction Phase Fee Dollars: **$ 119,200.00 .**

SECTION 2 | PROPOSAL

3. Not-To-Exceed General Conditions Costs:

General Conditions Percentage: %7.95 .

GENERAL CONDITIONS DOLLARS: $ 318,378.00 .

MONTHLY GENERAL CONDITIONS DOLLARS: $ 26,531.50 .

Using the not-to-exceed General Conditions identified above, list all project management, bonds, insurance, field office and office supplies costs for the Project(s).
Allowable General Conditions Line Items (see list below):
On Site Management Staff subtotal $

167,598.00

Bonds and Insurance subtotal	$ 48,850.00
Temporary Project Utilities subtotal	$ 21,540.00
Field Office & Office Supplies subtotal	$ 80,390.00
Total	$ 318,378.00

Estimated On-Site Project Management Staff and Rates:

Position	Quantity	Months	Monthly Salary Rate
Project Executive Project Manager	1	12	$14,694.00
Superintendent(s) Asst. Superintendents Project	1	12	$11,542.00
Engineer(s) Fields/Office Engineers(s) Field	1	12	$1,200.00
Support Staff Scheduler Safety Manager			

4. Addenda: Acknowledgement of Addenda to this RFP (if applicable).

No. 1 ___ No. 2 ____ No. 3 _____ No. 4 _____ No.

Respectfully Submitted and Certified By:

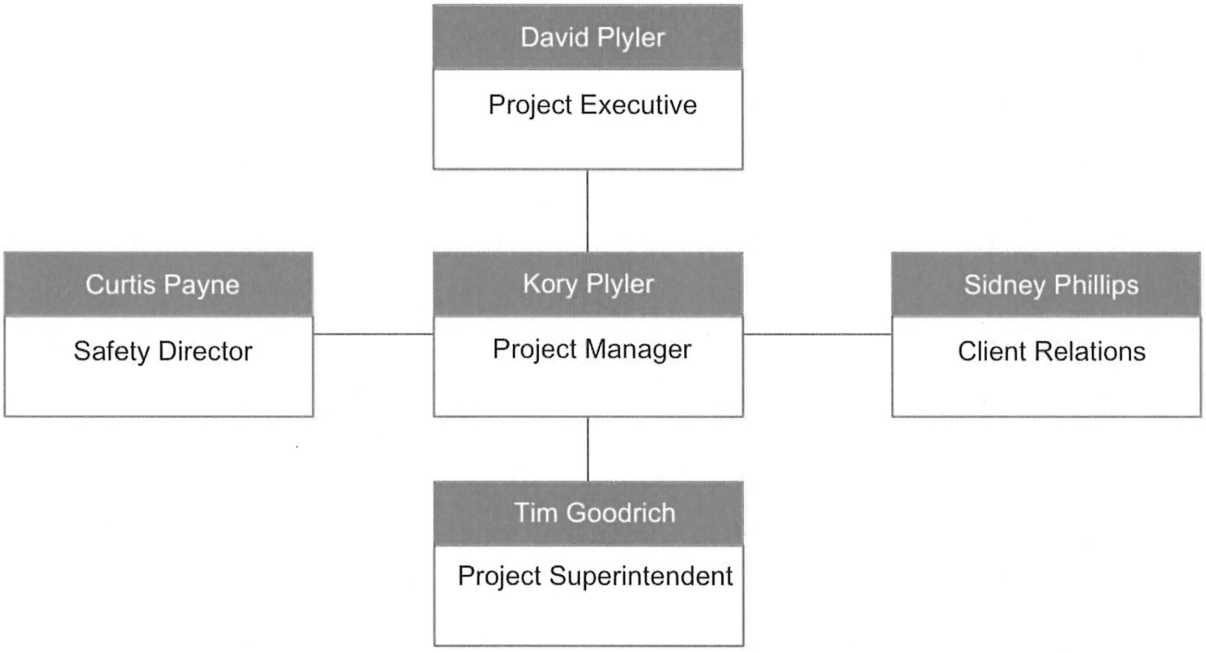
David Plyler
(Printed Name)

President
(Title)

(Authorized Signature)

10/26/2025
(Date)

SECTION 2 | PROPOSAL



DAVID PLYLER

PRESIDENT | PROJECT EXECUTIVE | ESTIMATING

PROFESSIONAL EXPERIENCE

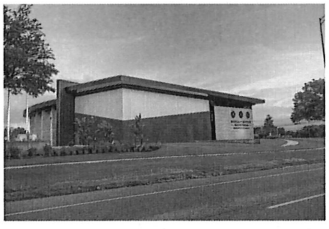
Having over 35 years of experience, David specializes in developing bid packages, managing the bidding and negotiation processes for projects, and procuring subcontractors and suppliers. Responsibilities include initiating and tracking submittals, developing and submitting payment applications (for both owners and subcontractors) for approval, compiling and submitting close-out documents, processing and monitoring warranty requests, and distributing and signing off on punch lists. David also focuses on developing, updating, and communicating the project schedule along with periodic updates. Additionally, he facilitates meetings with owners and consultants, updates and distributes meeting minutes, and tracks changes and ASIs. He works to establish and maintain strong relationships with owners, design professionals, building officials, local businesses, and police and fire departments. His role also involves managing relationships with bonding and insurance companies, assisting with the safety program, and ensuring compliance with safety training and requirements for personnel. He oversees general construction division employees and recommend staff development as needed.

CONTACT

Email: dplyler@plylerbuilds.com
Work: (903) 893-6393
Cell: (903) 821-7149
LinkedIn: linkedin.com/in/david-plyler-649872251

Projects | Partial Listing

- First United Bank | Durant, Oklahoma | Project Executive
- First State Bank | Whitesboro & Sherman, Texas | Project Executive
- Medal of Honor Museum at North Texas Central College | Gainesville, Texas | Project Executive



CERTIFICATION, TRAINING, AND SKILLS

- American Institute of Constructors
- Certified Professional Constructor
- OSHA 10 Hour Certification

EDUCATION

Texas Tech University
B.S. Construction Technology

KORY PLYLER

PROJECT MANAGER | ESTIMATING

PROFESSIONAL EXPERIENCE

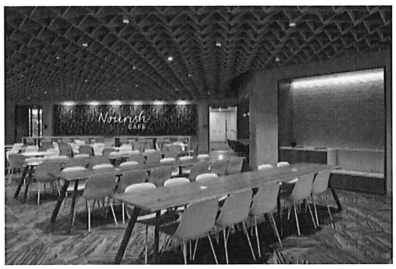
With 16 years of experience, Kory has honed his skills in a variety of areas. He develops bid packages and initiates and tracks submittals, compiles and submits close-out documents, processes and tracks warranty requests, and distributes and tracks punch lists. He is proficient in developing, updating, and communicating project schedules. Additionally, he facilitates meetings with owners and consultants, updates and distributes meeting minutes, tracks changes and ASIs, and submits and tracks Requests for Information (RFIs).

CONTACT

Email: kory@plylerbuilds.com
Work: (903) 893-6393
Cell: (903) 267-7792
LinkedIn: linkedin.com/in/kory-plyler-8b3a5a116

Projects | Partial Listing

- First United Bank | Durant, Oklahoma | Project Manager
- Legend Bank | Bonham, Texas | Project Manager | Lump Sum
- Grayson Central Appraisal District (Renovations) | Sherman, Texas | Project Manager | CM @ RISK
- First Baptist Church | Van Alstyne, Texas | Project Manager | CM @ RISK
- Pottsboro ISD Athletic Facilities (Renovation and Upgrades) | Pottsboro, Texas | Project Manager | Fixed Sum
- Grayson College: Teaching Distillery, Student Success Center, Student Administration Building, Jones Dormitory, Career Technology Center (Middle Skills Addition) | Denison, Texas | Project Manager

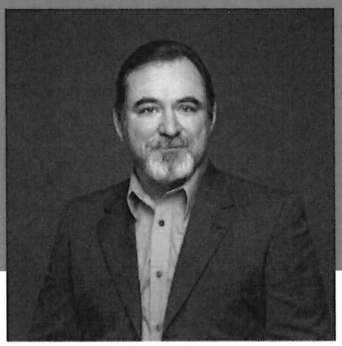


CERTIFICATION, TRAINING, AND SKILLS

- OSHA 30 Hour Certification

EDUCATION

Texas Tech University
B.A. Sociology



CURTIS PAYNE

SAFETY DIRECTOR

PROFESSIONAL EXPERIENCE

34 years of experience in Construction and Manufacturing Safety, Superintendent and Management. Advanced understanding of Construction Safety with a diligent attention to detail, which has resulted in overall engagement and high levels of safety awareness on the jobsites. Provides full time, on-site project safety supervision for all projects and fabrication departments.

CONTACT

Email: cpayne@plylerbuilds.com
Work: (903) 893-6393
Cell: (903) 821-7738

Primary Projects | Partial Listing

- Emerson (Break Room Renovations) | Sherman, Texas
- Southeastern Oklahoma State University (Equestrian Center) | Durant, Oklahoma

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CERTIFICATION, TRAINING, AND SKILLS

- In-House OSHA & MSHA Training Programs & Sessions
- Hazard Communication Training
- Procedures
- Recordkeeping
- Behavioral Based Safety

SIDNEY PHILLIPS

CLIENT RELATIONS

PROFESSIONAL EXPERIENCE

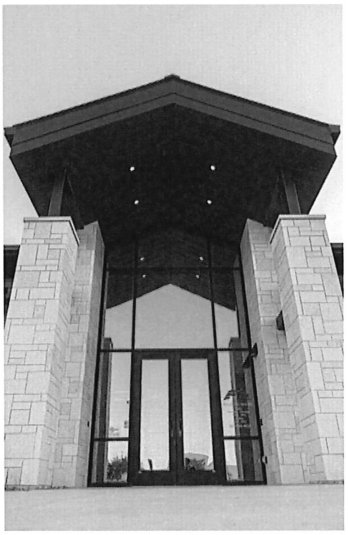
4 years experience as a superintendent. Advanced understanding of customer needs with diligent attention to detail, which has resulted in superior customer service and high levels of customer satisfaction. Provides full time, on-site project supervision and will be in charge of subcontractor coordination, safety, general conditions, quality control, labor relations, monitoring testing, pre installation meetings and mock-ups.

CONTACT

Email: sphillips@plylerbuilds.com
Work: (903) 893-6393
Cell: (903) 819-4345
LinkedIn: linkedin.com/in/sidney-phillips-a42395119

Primary Projects | Partial Listing

- Pilot Point Fire Station #3 | Pilot Point, Texas | Project Manager
- Iron Root Distillery, Warehouse & Storage (Expansion) | Denison, Texas | CM@Risk
- Grayson County Meals on Wheels, (New facility) | Sherman, Texas | CM@Risk
- First State Bank (New building) | Whitesboro, Texas | CM@Risk
- North Park Baptist Church (Expansion) | Sherman, Texas | CM@Risk

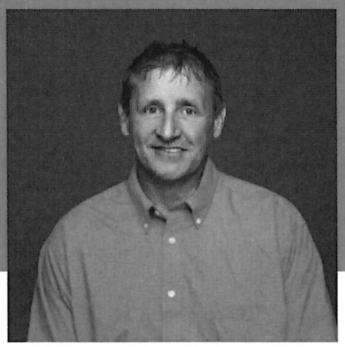


CERTIFICATION, TRAINING, AND SKILLS

- OSHA 30 Certificate

EDUCATION

Baylor University
Communications Major



TIM GOODRICH

PROJECT SUPERINTENDENT

PROFESSIONAL EXPERIENCE

As a seasoned Project Superintendent, Tim has started and completed numerous projects at Plyler Construction, bringing them in on time. With a knowledge base in decision making abilities, he is able to lead subcontractors and vendors to help ensure quality is up to the Plyler Standard.

CONTACT

Email: tgoodrich@plylerbuilds.com
Work: (903) 893-6393
Cell: (903) 624-9938

Projects | Partial Listing

- First State Bank | Sherman & Whitesboro, Texas | Project Superintendent
- Legend Bank | Bonham, Texas | Project Superintendent
- Meals on Wheels | Sherman, Texas | Project Superintendent
- First United Bank | Whitesboro, Texas | Project Superintendent
- North Park Church | Sherman, Texas | Project Superintendent
- First Baptist Church, Student Life Center | Sherman, Texas | Project Superintendent

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CERTIFICATION, TRAINING, AND SKILLS

- Red Cross Certified First Aid and CPR Training
- OSHA 10 Hour Certification
- OSHA 30 Hour Certification

SECTION 3 | DOCUMENTS

PROPOSAL FORM

EXHIBIT 'A'

Construction Manager at Risk for Sherman Fire Station No. 3

General Conditions					
	Description	Quantity	Unit	Cost $/Unit Including All Burden, Insurance, Etc.	Total
	On Site Project Management		Mo.		
	Project Executive		Mo.		
	Project Manager	12	Mo.	$1,224.00	$14,694.
	Superintendent(s)	12	Mo.	$11,542.00	$138,504.
	Assistant Superintendent(s)		Mo.		
	Office Engineer(s)		Mo.		
	Project Expeditor		Mo.		
	Scheduler		Mo.		
	Project Support Staff (Safety Director)	12	Mo.	$1,200.00	$14,400.
	Cost Engineer		Mo.		
	Bonds and Insurance				
	Builder's Risk Insurance	1	LS	$7,200.00	$7,200.
	Payment and Performance Bond	1	LS	$41,650.00	$41,650.
	Temporary Project Construction and Utilities for CM Staff				
	Dumpstersfor CM Staff				
	Monthly Telephone Service	12	Mo.	300.00	$3,600.
	Project Water	12	Mo.	450.00 (Includes WIFI)	$7,800.
	Temporary Toilets	12	Mo.	200.00	$1,800.
	Temporary Fire Protection	12	Mo.	600.00	$6,840.
	Telephone System Installation	12	Mo.	125.00	$1,500.
	Ceremonies		LS		
	Electrical and start-uppower		LS		
			LS		
	Field Offices and Office Supplies for CM Staff				
	Partnering Costs		LS		
	Job Photos and Videos		Mo.		
	CM Project Specific Signage	12	LS	400.00	$2,800.
	Postage and Deliveries		Mo.		
	Mobilization for Office Trailers		LS		
	Monthly Office Rental Costs	12	Mo.	2,100.00	$25,200.*
	Storage Trailers		Mo.		
	Field Office Equipment	12	Mo.	200.00	$2,400.
	Vehicles including Fuel, Maintenance and Insurance	12	Mo.	1,980.00	$23,760.
	Safety Equipment	12	Mo.	225.00	$2,700.
	First Aid Supplies		Mo.		
	Job Office Supplies	12	Mo.	433.00	$5,196.
	Janitorial Services	12	Mo.	365.00	$4,380.
	Project Computers and Software	12	Mo.	1,042.00	$12,504.
	Field Office Furniture		Mo.		
	Copy Machine and Supplies		Mo.		
	Communications Equipment		Mo.		
	Advertising		Mo.		
		1			$1,450.**
	TOTAL GENERAL CONDITIONS				$318,378.0

*Office Trailer may notbenecessaryshouldasuitable location inside the existing facility be utilized for an office.

**Legal Notice filing

SECTION 3 | DOCUMENTS

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 2/25/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh & McLennan Agency, LLC 8144 Walnut Hill Lane, 16th Floor Dallas TX 75231	CONTACT NAME: Nancy Cruse PHONE (A/C, No, Ext): (972) 770-1749 FAX (A/C, No): E-MAIL ADDRESS: Nancy.Cruse@marshmma.com
INSURED LLOYDPLY Lloyd Plyler Construction LP dba Plyler Construction dba Plyler Fabrication P.O. Box 2406 Sherman TX 75091	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : EMCASCO Insurance Company — 21407 INSURER B : Employers Mutual Casualty Company — 21415 INSURER C : Travelers Property Casualty Co of Amer — 25674 INSURER D : INSURER E : INSURER F :

COVERAGES CERTIFICATE NUMBER: 492796809 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			9D8802126	3/1/2025	3/1/2026	EACH OCCURRENCE	$ 1,000,000
	[ ] CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 500,000
	X $1,000 Ded						MED EXP (Any one person)	$ 10,000
	X Contrl Liab						PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	[ ] POLICY [X] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
B	AUTOMOBILE LIABILITY			9B8802126	3/1/2025	3/1/2026	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB X OCCUR			9R8802126	3/1/2025	3/1/2026	EACH OCCURRENCE	$ 5,000,000
	EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$ 5,000,000
	DED X RETENTION $ $10,000							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			6H5272726	3/1/2025	3/1/2026	X PER STATUTE [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [N] (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
C	Umbrella			EX4W89713025NF	3/1/2025	3/1/2026	Each Occurrence Aggregate	5,000,000 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The General Liability policy includes coverage for Limited Jobsite Pollution with a limit of $100,000 and a $1,000 property damage deductible.

Contractors Equipment
Carrier: Travelers Lloyds Insurance Company
NAIC #: 41262
Policy Number: QT6606083b687TLC25
Coverage Term: 3/1/2025 to 3/1/2026
Leased and Rented Equipment Limit $100,000 Any One Item - Any One Loss
See Attached...

CERTIFICATE HOLDER

For Information Only

CANCELLATION 30

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: LLOYDPLY
LOC #:

ACORD

ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY	NAMED INSURED
Marsh & McLennan Agency, LLC	Lloyd Plyler Construction LP dba Plyler Construction dba Plyler Fabrication P.O. Box 2406 Sherman TX 75091
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

Additional Insured Form #CG7650 Edition 10/13 Applies to the General Liability Policy
Additional Insured Form #CA7450 Edition 09/24 Applies to the Business Auto Policy
Waiver of Subrogation Form #CG7578.3 Edition 02/19 Applies to the General Liability Policy
Waiver of Subrogation Form #CA7450 Edition 09/24 Applies to the Business Auto Policy
Waiver of Subrogation Form #WC420304B Edition 06/14 Applies to the Workers Compensation Policy

The general liability and auto liability policies include a blanket additional insured endorsement to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such wording.
The general liability, auto liability, and workers compensation policies include a blanket waiver of subrogation endorsement to the certificate holder when there is a written contract between the named insured and the certificate holder that requires such status.
The general liability policy contains an endorsement with primary and non-contributory wording that may apply only when there is a written contract between the named insured and the certificate holder that requires such wording.
The umbrella policy includes as an insured any person or organization included as an additional insured in any scheduled underlying insurance.
The umbrella policy schedule of underlying policies include the General Liability, Auto Liability and Workers Compensation Employers Liability.

Notice of Cancellation form #IL7447.6 Edition 10/17 applies to the General Liability policy.
Notice of Cancellation form #IL7447.6 Edition 10/17 applies to the Automobile Liability policy.
Notice of Cancellation form #WC420601 Edition 01/94 applies to the Workers Compensation policy.

The General Liability, Automobile Liability, and Worker's Compensation policies includes a blanket notice of cancellation endorsement only when there is a written contract between the named insured and the certificate holder that requires such notice, providing for (30) days' advance written notice to the holder if the policy is canceled by the company, or 10 days' written notice before the policy is canceled for nonpayment of premium. The endorsement does not provide for notice of cancellation to the certificate holder if the named insured requests cancellation.

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SECTION 3 | DOCUMENTS

Exhibit D
Affidavit of No Prohibited Interest

THE STATE OF Texas §

THE COUNTY OF Grayson §

I, David Plyler, an authorized agent of Contractor, make this affidavit and hereby under 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 under this Agreement (Check all that apply):

_____ Ownership of ten percent (10%) or more of the voting shares of the business entity.

_____ Ownership of Twenty-Five Thousand and 00/100 Dollars ($25,000) 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).

_____ A relative of mine has a substantial interest in the business entity or property that would be affected by my business decision of the public body which I am a member.

_____ Other:_____.

__X__ None of the Above.

Upon filing this affidavit with the City of Sherman, Texas, I further affirm that no relative of mine, in the first degree by consanguinity or affinity, as defined in Chapter 573, TEX. GOV'T CODE, as amended, is a member of a public body which took action on the agreement.

Signed this 26th day of August, 2025.

President
Signature of Official/Title

BEFORE ME, the undersigned authority, this day personally appeared David Plyler 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 26 day of August, 2025

Gena Green
Notary Public in and for the State of Texas
My commission expires: 12/10/2025

GENA GREEN
My Notary ID # 129649022
Expires December 10, 2025

SECTION 3 | DOCUMENTS

[EXHIBIT E]

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

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

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

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

OFFICE USE ONLY
Date Received

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

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

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

_____
Name of Officer

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

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

No Relationship Exists.

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

7 David Plyler, President
Signature of vendor doing business with the governmental entity

8/20/25
Date

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 1/1/2021

SECTION 3 | DOCUMENTS

VERIFICATION REQUIRED BY TEXAS GOVERNMENT CODE CHAPTER 2270

By signing below, the signatory hereby verifies that the firm it represents:

1. Does not boycott Israel; and,
2. Will not boycott Israel during the term of the contract.

SIGNED BY: _____

Print Name & Title: David Plyler, President

Firm Name: Lloyd Plyler Construction, LLP

Date Signed: 8/20/25

NOTARIZATION

THE STATE OF Texas)
)
COUNTY OF Grayson)

BEFORE ME, the undersigned notary public on this day personally appeared DAVID PLYLER, on behalf of LLOYD PLYLER CONST. LLP (Company), who, being duly sworn, stated under oath that he/she has read the foregoing verification required by Texas Government Code Section 2270.002 and said statements contained therein are true and correct.

SWORN TO AND SUBSCRIBED before me on the 26 day of August, 2025

GENA GREEN
My Notary ID # 129649022
Expires December 10, 2025

Gena Green
NOTARY PUBLIC IN AND
FOR THE STATE OF Texas

The following definitions apply to Texas Government Code Section 2270.001:

(1) "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; and

(2) "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit.

State law requires any firm entering into an agreement or contract with the Authority to complete the foregoing verification. TEX. GOV'T CODE § 2270.002.

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Sherman Fire Station No. 3 Remodel Project

Evaluation Tabulation

The following is the final composite tabulation for evaluation of the CMAR submittals. The city received 9 submission, which were evaluated with (3) companies shortlisted for interviews. The shortlisted firms are highlighted in 'red'.

			Evaluations						
Company	**Pre Consturction Fee**	**Fee**	**1**	**2**	**3**	**4**	**5**	**Composite score**	**Ranking**
BBL Building Company	$ 57,146.00	4.50%	75	71	73	76	75	74	8
Key Construction	$ -	3.00%	86	80	85	84	85	84	5
Byrne Construction	$ 25,000.00	4.90%	82	77	82	83	77	80	6
AUI Partners LLC	$ 7,500.00	3.25%	89	88	90	90	88	89	2
Plyler Construction	$ 1,200.00	2.98%	95	92	94	97	95	95	1
Wyldewood Commercial	$ 150,000.00	14.46%	69	56	67	79	86	71	9
Piazza Consruction	$ 5,000.00	4.00%	89	77	88	92	89	87	3
Construction Zone DFW	$ 1,500.00	6.95%	81	76	80	78	79	79	7
Core Construction	$ 5,000.00	4.00%	89	88	85	85	80	85	4

AIA® Document A133® – 2019

Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price

A133 v4 (02-06-25)

AGREEMENT made as of the Fourth day of September in the year Two Thousand Twenty-Five
(In words, indicate day, month, and year.)

BETWEEN the Owner:
(Name, legal status, address, and other information)

City of Sherman
220 W. Mulberry
Sherman, TX 75090
903-892-7206

and the Construction Manager:
(Name, legal status, address, and other information)

Plyler Construction
3505 Texoma Parkway
Sherman, TX 75090

for the following Project:
(Name, location, and detailed description)

ARBH File No. 6262.0031 City of Sherman/Fire Station No. 3 Renovation

Fire Station No. 3
3200 N. F.M. 1417
Sherman, TX 75092

Updates to the apparatus bay to develop spaces that properly clean and store contaminated items, isolating them from the living areas. The living quarters shall be updated to meet current individual dorm and restroom standards, as well as updates to the kitchen, pantry, and office areas. The building systems will require modification and replacement.

The Architect:
(Name, legal status, address, and other information)

Hidell and Associates Architects
3033 Kellway Dr. Suite 120
Carrollton, Texas 75006
972-416-4666

The Owner and Construction Manager agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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2 GENERAL PROVISIONS

3 CONSTRUCTION MANAGER'S RESPONSIBILITIES

4 OWNER'S RESPONSIBILITIES

5 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES

6 COMPENSATION FOR CONSTRUCTION PHASE SERVICES

7 COST OF THE WORK FOR CONSTRUCTION PHASE

8 DISCOUNTS, REBATES, AND REFUNDS

9 SUBCONTRACTS AND OTHER AGREEMENTS

10 ACCOUNTING RECORDS

11 PAYMENTS FOR CONSTRUCTION PHASE SERVICES

12 DISPUTE RESOLUTION

13 TERMINATION OR SUSPENSION

14 MISCELLANEOUS PROVISIONS

15 SCOPE OF THE AGREEMENT

EXHIBIT A GUARANTEED MAXIMUM PRICE AMENDMENT
EXHIBIT B INSURANCE AND BONDS

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.
(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project, as described in Section 4.1.1:
(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

Project's program has been developed and included in the project narrative.

§ 1.1.2 The Project's physical characteristics:
(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

Renovation and addition of the existing facility

§ 1.1.3 The Owner's budget for the Guaranteed Maximum Price, as defined in Article 6:
(Provide total and, if known, a line item breakdown.)

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The Owner's overall budget for the Cost of the Work is TBD.

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

.2 Construction commencement date:

The date of commencement of construction shall be established with a Notice to Proceed by the Owner.

.3 Substantial Completion date or dates:

TBD

.4 Other milestone dates:

§ 1.1.5 The Owner's requirements for accelerated or fast-track scheduling, or phased construction, are set forth below:
(Identify any requirements for fast-track scheduling or phased construction.)

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Construction Manager shall complete and incorporate AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E234–2019 is incorporated into this agreement, the Owner and Construction Manager shall incorporate the completed E234–2019 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 Other Project information:
(Identify special characteristics or needs of the Project not provided elsewhere.)

§ 1.1.8 The Owner identifies the following representative in accordance with Section 4.2:
(List name, address, and other contact information.)

Billy Hartsfield
200 W. Mulberry
Sherman, TX 75090
903-892-7263
billyh@cityofsherman.com

§ 1.1.9 The persons or entities, in addition to the Owner's representative, who are required to review the Construction Manager's submittals to the Owner are as follows:
(List name, address and other contact information.)

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User Notes: (1097676915)

§ 1.1.10 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

.2 Intentionally Deleted:

.3 Other, if any:
(List any other consultants retained by the Owner, such as a Project or Program Manager.)

Boundary and Topographic Survey
Construction Period Materials Testing
HVAC Test and Balance

§ 1.1.11 The Architect's representative:
(List name, address, and other contact information.)

Aaron Babcock
3033 Kellway Drive, Suite 120
Carrollton, TX 75006
972-416-4666
ababcock@hidell.com

§ 1.1.12 The Construction Manager identifies the following representative in accordance with Article 3:
(List name, address, and other contact information.)

David Plyler
3505 Texoma Parkway
Sherman, TX 75090
903-893-6393
dplyler@plylerbuilds.com

§ 1.1.13 The Owner's requirements for the Construction Manager's staffing plan for Preconstruction Services, as required under Section 3.1.9:
(List any Owner-specific requirements to be included in the staffing plan.)

§ 1.1.14 The Owner's requirements for subcontractor procurement for the performance of the Work:
(List any Owner-specific requirements for subcontractor procurement.)

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§ 1.1.15 Other Initial Information on which this Agreement is based:

§ 1.2 The Owner and Construction Manager may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Construction Manager shall appropriately adjust the Project schedule, the Construction Manager's services, and the Construction Manager's compensation. The Owner shall adjust the Owner's budget for the Guaranteed Maximum Price and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 Neither the Owner's nor the Construction Manager's representative shall be changed without ten days' prior notice to the other party.

ARTICLE 2 GENERAL PROVISIONS

§ 2.1 The Contract Documents

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract and are as fully a part of the Contract as if attached to this Agreement or repeated herein. Upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Contract Documents will also include the documents described in Section 3.2.3 and identified in the Guaranteed Maximum Price Amendment and revisions prepared by the Architect and furnished by the Owner as described in Section 3.2.8. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Agreement, this Agreement shall govern. An enumeration of the Contract Documents, other than a Modification, appears in Article 15.

§ 2.2 Relationship of the Parties

The Construction Manager accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Construction Manager's skill and judgment in furthering the interests of the Owner to furnish efficient construction administration, management services, and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish or approve, in a timely manner, information required by the Construction Manager and to make payments to the Construction Manager in accordance with the requirements of the Contract Documents.

§ 2.3 General Conditions

§ 2.3.1 For the Preconstruction Phase, AIA Document A201™–2017, General Conditions of the Contract for Construction, shall apply as follows: Section 1.5, Ownership and Use of Documents; Section 1.7, Digital Data Use and Transmission; Section 1.8, Building Information Model Use and Reliance; Section 2.2.4, Confidential Information; Section 3.12.10, Professional Services; Section 10.3, Hazardous Materials; Section 13.1, Governing Law. The term "Contractor" as used in A201–2017 shall mean the Construction Manager.

§ 2.3.2 For the Construction Phase, the general conditions of the contract shall be as set forth in A201–2017, which document is incorporated herein by reference. The term "Contractor" as used in A201–2017 shall mean the Construction Manager.

ARTICLE 3 CONSTRUCTION MANAGER'S RESPONSIBILITIES

The Construction Manager's Preconstruction Phase responsibilities are set forth in Sections 3.1 and 3.2, and in the applicable provisions of A201-2017 referenced in Section 2.3.1. The Construction Manager's Construction Phase responsibilities are set forth in Section 3.3. The Owner and Construction Manager may agree, in consultation with the Architect, for the Construction Phase to commence prior to completion of the Preconstruction Phase, in which case, both phases will proceed concurrently. The Construction Manager shall identify a representative authorized to act on behalf of the Construction Manager with respect to the Project.

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§ 3.1 Preconstruction Phase

§ 3.1.1 Extent of Responsibility

The Construction Manager shall exercise reasonable care in performing its Preconstruction Services. The Owner and Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of services and information furnished by the Construction Manager. The Construction Manager, however, does not warrant or guarantee estimates and schedules except as may be included as part of the Guaranteed Maximum Price. The Construction Manager is not required to ascertain that the Drawings and Specifications are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Construction Manager shall promptly report in writing to the Architect and Owner any nonconformity discovered by or made known to the Construction Manager as a request for information in such form as the Architect may require.

§ 3.1.2 The Construction Manager shall provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other.

§ 3.1.3 Consultation

§ 3.1.3.1 The Construction Manager shall schedule and conduct meetings with the Architect and Owner to discuss such matters as procedures, progress, coordination, and scheduling of the Work.

§ 3.1.3.2 The Construction Manager shall advise the Owner and Architect on proposed site use and improvements, selection of materials, building systems, and equipment. The Construction Manager shall also provide recommendations to the Owner and Architect, consistent with the Project requirements, on constructability; availability of materials and labor; time requirements for procurement, installation and construction; prefabrication; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions. The Construction Manager shall consult with the Architect regarding professional services to be provided by the Construction Manager during the Construction Phase.

§ 3.1.3.3 The Construction Manager shall assist the Owner and Architect in establishing written protocols for the development, use, transmission, reliance, and exchange of digital data, including building information models for the Project.

§ 3.1.4 Project Schedule

When Project requirements in Section 4.1.1 have been sufficiently identified, the Construction Manager shall prepare and periodically update a Project schedule for the Architect's review and the Owner's acceptance. The Construction Manager shall coordinate and integrate the Construction Manager's services, the Architect's services, other Owner consultants' services, and the Owner's responsibilities; and identify items that affect the Project's timely completion. The updated Project schedule shall include the following: submission of the Guaranteed Maximum Price proposal; components of the Work; times of commencement and completion required of each Subcontractor; ordering and delivery of products, including those that must be ordered in advance of construction; and the occupancy requirements of the Owner.

§ 3.1.5 Phased Construction

The Construction Manager, in consultation with the Architect, shall provide recommendations with regard to accelerated or fast-track scheduling, procurement, and sequencing for phased construction. The Construction Manager shall take into consideration cost reductions, cost information, constructability, provisions for temporary facilities, and procurement and construction scheduling issues.

§ 3.1.6 Cost Estimates

§ 3.1.6.1 Based on the preliminary design and other design criteria prepared by the Architect, the Construction Manager shall prepare, for the Architect's review and the Owner's approval, preliminary estimates of the Cost of the Work or the cost of program requirements using area, volume, or similar conceptual estimating techniques. If the Architect or Construction Manager suggest alternative materials and systems, the Construction Manager shall provide cost evaluations of those alternative materials and systems.

§ 3.1.6.2 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall prepare and update, at appropriate intervals agreed to by the Owner, Construction Manager and Architect, an estimate of the Cost of the Work with increasing detail and refinement. The Construction Manager shall include in the estimate those costs to allow for the further development of the design, price escalation, and market conditions, until such time as the Owner and Construction Manager agree on a Guaranteed

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Maximum Price for the Work. The estimate shall be provided for the Architect's review and the Owner's approval. The Construction Manager shall inform the Owner and Architect in the event that the estimate of the Cost of the Work exceeds the latest approved Project budget, and make recommendations for corrective action.

§ 3.1.6.3 If the Architect is providing cost estimating services as a Supplemental Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Construction Manager and the Architect shall work together to reconcile the cost estimates.

§ 3.1.7 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall consult with the Owner and Architect and make recommendations regarding constructability and schedules, for the Architect's review and the Owner's approval.

§ 3.1.8 The Construction Manager shall provide recommendations and information to the Owner and Architect regarding equipment, materials, services, and temporary Project facilities.

§ 3.1.9 The Construction Manager shall provide a staffing plan for Preconstruction Phase services for the Owner's review and approval.

§ 3.1.10 If the Owner identified a Sustainable Objective in Article 1, the Construction Manager shall fulfill its Preconstruction Phase responsibilities as required in AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement.

§ 3.1.11 Subcontractors and Suppliers

§ 3.1.11.1 If the Owner has provided requirements for subcontractor procurement in section 1.1.14, the Construction Manager shall provide a subcontracting plan, addressing the Owner's requirements, for the Owner's review and approval.

§ 3.1.11.2 The Construction Manager shall develop bidders' interest in the Project.

§ 3.1.11.3 The processes described in Article 9 shall apply if bid packages will be issued during the Preconstruction Phase.

§ 3.1.12 Procurement

The Construction Manager shall prepare, for the Architect's review and the Owner's acceptance, a procurement schedule for items that must be ordered in advance of construction. The Construction Manager shall expedite and coordinate the ordering and delivery of materials that must be ordered in advance of construction. If the Owner agrees to procure any items prior to the establishment of the Guaranteed Maximum Price, the Owner shall procure the items on terms and conditions acceptable to the Construction Manager. Upon the establishment of the Guaranteed Maximum Price, the Owner shall assign all contracts for these items to the Construction Manager and the Construction Manager shall thereafter accept responsibility for them.

§ 3.1.13 Compliance with Laws

The Construction Manager shall comply with applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to its performance under this Contract, and with equal employment opportunity programs, and other programs as may be required by governmental and quasi-governmental authorities.

§ 3.1.14 Other Preconstruction Services

Insert a description of any other Preconstruction Phase services to be provided by the Construction Manager, or reference an exhibit attached to this document

(Describe any other Preconstruction Phase services, such as providing cash flow projections, development of a project information management system, early selection or procurement of subcontractors, etc.)

§ 3.2 Guaranteed Maximum Price Proposal

§ 3.2.1 At a time to be mutually agreed upon by the Owner and the Construction Manager, the Construction Manager shall prepare a Guaranteed Maximum Price proposal for the Owner's and Architect's review, and the Owner's acceptance. The Guaranteed Maximum Price in the proposal shall be the sum of the Construction Manager's estimate of the Cost of the

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Work, the Construction Manager's contingency described in Section 3.2.4, and the Construction Manager's Fee described in Section 6.1.2.

§ 3.2.2 To the extent that the Contract Documents are anticipated to require further development, the Guaranteed Maximum Price includes the costs attributable to such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include changes in scope, systems, kinds and quality of materials, finishes, or equipment, all of which, if required, shall be incorporated by Change Order.

§ 3.2.3 The Construction Manager shall include with the Guaranteed Maximum Price proposal a written statement of its basis, which shall include the following:

.1 A list of the Drawings and Specifications, including all Addenda thereto, and the Conditions of the Contract;

.2 A list of the clarifications and assumptions made by the Construction Manager in the preparation of the Guaranteed Maximum Price proposal, including assumptions under Section 3.2.2;

.3 A statement of the proposed Guaranteed Maximum Price, including a statement of the estimated Cost of the Work organized by trade categories or systems, including allowances; the Construction Manager's contingency set forth in Section 3.2.4; and the Construction Manager's Fee;

.4 The anticipated date of Substantial Completion upon which the proposed Guaranteed Maximum Price is based; and

.5 A date by which the Owner must accept the Guaranteed Maximum Price.

§ 3.2.4 In preparing the Construction Manager's Guaranteed Maximum Price proposal, the Construction Manager shall include a separately-identifiable contingency (the "Construction Contingency") for use in connection with this section. The Construction Contingency is not allocated to any particular item of the Cost of the Work and is established for the Construction Manager's use (subject to Owner approval, which shall not be unreasonably withheld), as may be required for costs incurred in the Work. All supporting documentation for all uses of the Construction Contingency shall be provided to Owner. Construction Manager shall notify the Owner and Architect, and request their approval of every expenditure from the Construction Contingency prior to commencing the work that necessitates the use of the contingency funds.

§ 3.2.4.1 The Guaranteed Maximum Prince proposal may also include a separately-identified contingency amount, an "Owner's Contingency," which is defined as a contingency fund within the Guaranteed Maximum Price established by the Owner of the Owner's exclusive use. Monies from the Owner's Contingency may be spent in the sole discretion of Owner. Construction Manager has no contractual right to require that Owner make any expenditure from the Owner's Contingency.

§ 3.2.5 The Construction Manager shall meet with the Owner and Architect to review the Guaranteed Maximum Price proposal. In the event that the Owner or Architect discover any inconsistencies or inaccuracies in the information presented, they shall promptly notify the Construction Manager, who shall make appropriate adjustments to the Guaranteed Maximum Price proposal, its basis, or both.

§ 3.2.6 If the Owner notifies the Construction Manager that the Owner has accepted the Guaranteed Maximum Price proposal in writing before the date specified in the Guaranteed Maximum Price proposal, the Guaranteed Maximum Price proposal shall be deemed effective without further acceptance from the Construction Manager. Following acceptance of a Guaranteed Maximum Price, the Owner and Construction Manager shall execute the Guaranteed Maximum Price Amendment amending this Agreement, a copy of which the Owner shall provide to the Architect. The Guaranteed Maximum Price Amendment shall set forth the agreed upon Guaranteed Maximum Price with the information and assumptions upon which it is based.

§ 3.2.7 The Construction Manager shall not incur any cost to be reimbursed as part of the Cost of the Work prior to the execution of the Guaranteed Maximum Price Amendment, unless the Owner provides prior written authorization for such costs.

§ 3.2.8 The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment. The Owner shall promptly furnish such revised Contract Documents to the Construction Manager. The Construction Manager shall notify the Owner

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and Architect of any inconsistencies between the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment and the revised Contract Documents.

§ 3.2.9 The Construction Manager shall not include in the Guaranteed Maximum Price any taxes from which the Owner is exempt by virtue of its status as a governmental entity. In the event that the Contractor is required to pay or bear the burden of any new federal, state, or local tax, or if any rate increase of an existing tax (except a tax on net profits), as a result of any statute, court decision, written ruling, or regulation takes effect after the contract date, the Guaranteed Maximum Price shall be increased by the amount of the new tax, or tax increase.

§ 3.3 Construction Phase

§ 3.3.1 General

§ 3.3.1.1 For purposes of Section 8.1.2 of A201–2017, the date of commencement of the Work shall mean the date of commencement of the Construction Phase.

§ 3.3.1.2 The Construction Phase shall commence upon the Owner's execution of the Guaranteed Maximum Price Amendment or, prior to acceptance of the Guaranteed Maximum Price proposal, by written agreement of the parties. The written agreement shall set forth a description of the Work to be performed by the Construction Manager, and any insurance and bond requirements for Work performed prior to execution of the Guaranteed Maximum Price Amendment.

§ 3.3.1.3 Other than services normally associated with Construction Manager's performance of the General Conditions, Construction Manager shall not perform any portions of the Work unless it has been awarded such portion in accordance with the same procedures imposed upon all other trade contractors or subcontractors, and then, only if the Owner has determined that the Construction Manager's bid or proposed bid provides the best value for the Owner.

§ 3.3.2 Administration

§ 3.3.2.1 The Construction Manager shall schedule and conduct meetings to discuss such matters as procedures, progress, coordination, scheduling, and status of the Work. The Construction Manager shall prepare and promptly distribute minutes of the meetings to the Owner and Architect.

§ 3.3.2.2 Upon the execution of the Guaranteed Maximum Price Amendment, the Construction Manager shall prepare and submit to the Owner and Architect a construction schedule for the Work and a submittal schedule in accordance with Section 3.10 of A201–2017.

§ 3.3.2.3 Monthly Report

The Construction Manager shall record the progress of the Project. On a monthly basis, or otherwise as agreed to by the Owner, the Construction Manager shall submit written progress reports to the Owner and Architect, showing percentages of completion and other information required by the Owner.

§ 3.3.2.4 Daily Logs

The Construction Manager shall keep, and make available to the Owner and Architect, a daily log containing a record for each day of weather, portions of the Work in progress, number of workers on site, identification of equipment on site, problems that might affect progress of the work, accidents, injuries, and other information required by the Owner.

§ 3.3.2.5 Cost Control

The Construction Manager shall develop a system of cost control for the Work, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes. The Construction Manager shall identify variances between actual and estimated costs and report the variances to the Owner and Architect, and shall provide this information in its monthly reports to the Owner and Architect, in accordance with Section 3.3.2.3 above.

ARTICLE 4 OWNER'S RESPONSIBILITIES

§ 4.1 Information and Services Required of the Owner

§ 4.1.1 The Owner shall provide information with reasonable promptness, regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, constraints, and criteria, including schedule, space requirements and relationships, flexibility and expandability, special equipment, systems, sustainability and site requirements.

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§ 4.1.2 The Owner, upon written request from the Construction Manager, shall provide a statement that funds are available and have been authorized for the full contract amount for the construction of the Work in accordance with the requirements of Tex. Bus. and Com. Code, Section 35.521 (n)(3), if applicable. After execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request such information as set forth in A201-2017 Section 2.2.

§ 4.1.3 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Article 7, (2) the Owner's other costs, and (3) reasonable contingencies related to all of these costs.

§ 4.1.4 Structural and Environmental Tests, Surveys and Reports. During the Preconstruction Phase, the Owner shall furnish the following information or services with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services. Except to the extent that the Construction Manager knows of, or with reasonable diligence should have discovered, any inaccuracy, the Construction Manager shall be entitled to rely on the accuracy of information and services furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 4.1.4.1 The Owner shall provide or contract for, independently of the Construction Manager, the inspection services, the testing of construction materials engineering and the verification testing services necessary for acceptance of the Work by Owner.

§ 4.1.4.2 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 4.1.4.3 The Owner, when such services are reasonably required by the Project and are requested by the Construction Manager, shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 4.1.5 During the Construction Phase, the Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services.

§ 4.1.6 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement.

§ 4.2 Owner's Designated Representative

The Owner shall identify a representative authorized to act on behalf of the Owner with respect to the Project. The Owner's representative shall render decisions promptly and furnish information expeditiously, so as to avoid unreasonable delay in the services or Work of the Construction Manager. Except as otherwise provided in Section 4.2.1 of A201–2017, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 4.2.1 Legal Requirements. The Owner shall furnish all legal and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

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§ 4.3 Architect

The Owner shall retain an Architect to provide services, duties and responsibilities, including any additional services requested by the Construction Manager and approved by Owner that are necessary for the Preconstruction and Construction Phase services under this Agreement. Upon request of the Construction Manager, the Owner shall provide the Construction Manager with a copy of the scope of services in the executed agreement between the Owner and the Architect, and any further modifications to the Architect's scope of services in the agreement, from which compensation provisions may be deleted.

ARTICLE 5 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES

§ 5.1 Compensation

§ 5.1.1 For the Construction Manager's Preconstruction Phase services described in Sections 3.1 and 3.2, the Owner shall compensate the Construction Manager as follows:

(Insert amount of, or basis for, compensation and include a list of reimbursable cost items, as applicable.)

Compensation shall be a stipulated sum of One Thousand Two Hundred and No/100 Dollars ($1,200.00).

§ 5.1.2 The hourly billing rates for Preconstruction Phase services of the Construction Manager and the Construction Manager's Consultants and Subcontractors, if any, are set forth below.

(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Individual or Position	Rate

§ 5.1.2.1 Hourly billing rates for Preconstruction Phase services include all costs to be paid or incurred by the Construction Manager, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, and shall remain unchanged unless the parties execute a Modification.

§ 5.1.3 If the Preconstruction Phase services covered by this Agreement have not been completed within three hundred (300) days of the date of this Agreement, through no fault of the Construction Manager, the Construction Manager's compensation for Preconstruction Phase services shall be equitably adjusted.

§ 5.2 Payments

§ 5.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed.

§ 5.2.2 Payments are due and payable thirty (30) days from the date the Construction Manager's invoice is received by Owner. Amounts unpaid after the date on which payment is due shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of monthly or annual interest agreed upon.)

The rate of interest computed in accordance with the provisions of the Texas Government Code, Section 2251.025.

ARTICLE 6 COMPENSATION FOR CONSTRUCTION PHASE SERVICES

§ 6.1 Contract Sum

§ 6.1.1 The Owner shall pay the Construction Manager the Contract Sum in current funds for the Construction Manager's performance of the Contract after execution of the Guaranteed Maximum Price Amendment. The Contract Sum is the Cost of the Work as defined in Article 7 plus the Construction Manager's Fee.

§ 6.1.2 The Construction Manager's Fee:

(State a lump sum, percentage of Cost of the Work or other provision for determining the Construction Manager's Fee.)

The fee shall be 2.98% of the Cost of the Work.

§ 6.1.3 The method of adjustment of the Construction Manager's Fee for changes in the Work:

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If both Owner and Construction Manager agree that a material change in the scope of services has occurred, the parties will agree on an equitable adjustment in the Construction Manager's Fee.

§ 6.1.4 Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work:

Those limitations set forth in Section 7.5 of AIA Document A201-2017 as modified by Owner.

§ 6.1.5 Rental rates for Construction Manager-owned equipment shall not exceed the standard rental rate paid at the place of the Project.

§ 6.1.6 Liquidated damages, if any:
(Insert terms and conditions for liquidated damages, if any.)

Provisions are described in the A201 – 2017 v4 (06-11-2020) General Conditions of the Contract for Construction, provided by Owner, attached hereto and incorporated herein for all purposes.

§ 6.1.7 Other:
(Insert provisions for bonus, cost savings or other incentives, if any, that might result in a change to the Contract Sum.)

If the Construction Manager completes the performance of the Work for less than the Guaranteed Maximum Price, the difference between (i) the total aggregate sum of the actual Cost of the Work plus the Construction Manager's fee and (ii) the Guaranteed Maximum Price shall inure in its entirety to the Owner's benefit.

§ 6.2 Guaranteed Maximum Price
The Construction Manager guarantees that the Contract Sum shall not exceed the Guaranteed Maximum Price set forth in the Guaranteed Maximum Price Amendment, subject to additions and deductions by Change Order as provided in the Contract Documents. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Construction Manager without reimbursement by the Owner.

§ 6.3 Changes in the Work
§ 6.3.1 The Owner may, without invalidating the Contract, order changes in the Work consisting of additions, deletions or other revisions. The Owner shall issue such changes in writing. The Contract Time may be adjusted as a result of changes in the Work as agreed upon in writing by Owner.

§ 6.3.1.1 The Architect may order minor changes in the Work as provided in Article 7 of AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 6.3.2 Adjustments to the Guaranteed Maximum Price on account of changes in the Work subsequent to the execution of the Guaranteed Maximum Price Amendment may be determined by any of the methods listed in Article 7 of AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 6.3.3 Adjustments to subcontracts awarded on the basis of a stipulated sum shall be determined in accordance with Article 7 of A201–2017, as they refer to "cost" and "fee," and not by Articles 6 and 7 of this Agreement. Adjustments to subcontracts awarded with the Owner's prior written consent on the basis of cost plus a fee shall be calculated in accordance with the terms of those subcontracts.

§ 6.3.4 In calculating adjustments to the Guaranteed Maximum Price, the terms "cost" and "costs" as used in Article 7 of AIA Document A201–2017 shall mean the Cost of the Work as defined in Article 7 of this Agreement and the term "fee" shall mean the Construction Manager's Fee as defined in Section 6.1.2 of this Agreement.

§ 6.3.5 Intentionally Deleted.

ARTICLE 7 COST OF THE WORK FOR CONSTRUCTION PHASE

§ 7.1 Costs to Be Reimbursed
§ 7.1.1 The term Cost of the Work shall mean costs necessarily incurred by the Construction Manager in the proper performance of the Work. The Cost of the Work shall include only the items set forth in Sections 7.1 through 7.7.

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§ 7.1.2 Where, pursuant to the Contract Documents, any cost is subject to the Owner's prior approval, the Construction Manager shall obtain such approval in writing prior to incurring the cost.

§ 7.1.3 Costs shall be at rates not higher than the standard rates paid at the place of the Project, except with prior approval of the Owner.

§ 7.2 Labor Costs

§ 7.2.1 Wages or salaries of construction workers directly employed by the Construction Manager to perform minor work at the site or, with the Owner's prior approval, at off-site workshops.

§ 7.2.2 Wages or salaries of the Construction Manager's supervisory and administrative personnel when stationed at the site and performing Work, with the Owner's prior approval.

§ 7.2.2.1 Wages or salaries of the Construction Manager's supervisory and administrative personnel when performing Work and stationed at a location other than the site, but only for that portion of time required for the Work, and limited to the personnel and activities listed below:
(Identify the personnel, type of activity and, if applicable, any agreed upon percentage of time to be devoted to the Work.)

§ 7.2.3 Wages and salaries of the Construction Manager's supervisory or administrative personnel engaged at factories, workshops or while traveling, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.

§ 7.2.4 Costs paid or incurred by the Construction Manager, as required by law or collective bargaining agreements, for taxes, except taxes from which the Owner is exempt by virtue of its status as a governmental entity, insurance, contributions, assessments and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Sections 7.2.1 through 7.2.3.

§ 7.2.5 If agreed rates for labor costs, in lieu of actual costs, are provided in this Agreement, the rates shall remain unchanged throughout the duration of this Agreement, unless the parties execute a Modification.

§ 7.3 Subcontract Costs

Payments made by the Construction Manager to trade contractors, Subcontractors, or the Construction Manager (for portions of the Work for which Construction Manager was selected under Section 3.3.1.3) in accordance with the requirements of the trade contracts or subcontracts and this Agreement.

§ 7.4 Costs of Materials and Equipment Incorporated in the Completed Construction

§ 7.4.1 Costs, including transportation and storage at the site, of materials and equipment incorporated, or to be incorporated, in the completed construction.

§ 7.4.2 Costs of materials described in the preceding Section 7.4.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner's property at the completion of the Work or, at the Owner's option, shall be sold by the Construction Manager. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

§ 7.5 Costs of Other Materials and Equipment, Temporary Facilities and Related Items

§ 7.5.1 Costs of transportation, storage, installation, dismantling, maintenance, and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site and fully consumed in the performance of the Work. Costs of materials, supplies, temporary facilities, machinery, equipment, and tools, that are not fully consumed, shall be based on the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Construction Manager shall mean fair market value.

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§ 7.5.2 Rental charges for temporary facilities, machinery, equipment, and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site, and the costs of transportation, installation, dismantling, minor repairs, and removal of such temporary facilities, machinery, equipment, and hand tools. Rates and quantities shall be subject to the Owner's prior approval. The total rental cost of any such equipment may not exceed the purchase price of any comparable item.

§ 7.5.3 Costs of removal of debris from the site of the Work and its proper and legal disposal.

§ 7.5.4 Costs of the Construction Manager's site office, including general office equipment and supplies.

§ 7.5.5 Costs of materials and equipment suitably stored off the site at a mutually acceptable location, subject to the Owner's prior approval.

§ 7.6 Miscellaneous Costs

§ 7.6.1 Premiums for that portion of insurance and bonds required by the Contract Documents that can be directly attributed to this Contract.

§ 7.6.1.1 Intentionally Deleted.

§ 7.6.1.2 Costs for insurance through a captive insurer owned or controlled by the Construction Manager, with the Owner's prior approval.

§ 7.6.2 Sales, use, or similar taxes, imposed by a governmental authority, that are related to the Work and for which the Construction Manager is liable, except this does not include taxes from which the Owner is exempt by virtue of its status as a governmental entity.

§ 7.6.3 Fees and assessments for the building permit, and for other permits, licenses, and inspections, for which the Construction Manager is required by the Contract Documents to pay.

§ 7.6.4 Intentionally Deleted.

§ 7.6.5 Royalties and license fees paid for the use of a particular design, process, or product, required by the Contract Documents.

§ 7.6.5.1 Intentionally Deleted.

§ 7.6.6 Costs for communications services, electronic equipment, and software, directly related to the Work and located at the site, with the Owner's prior approval.

§ 7.6.7 Reasonable costs of document reproductions and delivery charges.

§ 7.6.8 Deposits lost for causes other than the Construction Manager's negligence or failure to fulfill a specific responsibility in the Contract Documents.

§ 7.6.9 Legal and mediation costs, including attorneys' fees, other than those arising from disputes between the Owner and Construction Manager, reasonably incurred by the Construction Manager after the execution of this Agreement in the performance of the Work and with the Owner's prior approval, which shall not be unreasonably withheld.

§ 7.6.10 Intentionally Deleted.

§ 7.6.11 Intentionally Deleted.

§ 7.7 Other Costs and Emergencies

§ 7.7.1 Other costs incurred in the performance of the Work, with the Owner's prior approval.

§ 7.7.2 Costs incurred in taking action to prevent threatened damage, injury, or loss, in case of an emergency affecting the safety of persons and property, as provided in Article 10 of AIA Document A201–2017.

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§ 7.7.3 Costs of repairing or correcting damaged or nonconforming Work executed by the Construction Manager, Subcontractors, or suppliers, provided that such damaged or nonconforming Work was not caused by the negligence of, or failure to fulfill a specific responsibility by, the Construction Manager, and only to the extent that the cost of repair or correction is not recovered by the Construction Manager from insurance, sureties, Subcontractors, suppliers, or others.

§ 7.7.4 The costs described in Sections 7.1 through 7.7 shall be included in the Cost of the Work, notwithstanding any provision of AIA Document A201–2017 or other Conditions of the Contract which may require the Construction Manager to pay such costs, unless such costs are excluded by the provisions of Section 7.9.

§ 7.8 Related Party Transactions

§ 7.8.1 For purposes of this Section 7.8, the term "related party" shall mean (1) a parent, subsidiary, affiliate, or other entity having common ownership of, or sharing common management with, the Construction Manager; (2) any entity in which any stockholder in, or management employee of, the Construction Manager holds an equity interest in excess of ten percent in the aggregate; (3) any entity which has the right to control the business or affairs of the Construction Manager; or (4) any person, or any member of the immediate family of any person, who has the right to control the business or affairs of the Construction Manager.

§ 7.8.2 If any of the costs to be reimbursed arise from a transaction between the Construction Manager and a related party, the Construction Manager shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction in writing, then the cost incurred shall be included as a cost to be reimbursed, and the Construction Manager shall procure the Work, equipment, goods, or service, from the related party, as a Subcontractor, according to the terms of Article 9. If the Owner fails to authorize the transaction in writing, the Construction Manager shall procure the Work, equipment, goods, or service from some person or entity other than a related party according to the terms of Article 9.

§ 7.9 Costs Not To Be Reimbursed

§ 7.9.1 The Cost of the Work shall not include the items listed below:

- **.1** Salaries and other compensation of the Construction Manager's personnel stationed at the Construction Manager's principal office or offices other than the site office, except as specifically provided in Section 7.2, or as may be provided in Article 14;
- **.2** Bonuses, profit sharing, incentive compensation, and any other discretionary payments, paid to anyone hired by the Construction Manager or paid to any Subcontractor or vendor, unless the Owner has provided prior approval;
- **.3** Expenses of the Construction Manager's principal office and offices other than the site office;
- **.4** Overhead and general expenses, except as may be expressly included in Sections 7.1 to 7.7;
- **.5** The Construction Manager's capital expenses, including interest on the Construction Manager's capital employed for the Work;
- **.6** Except as provided in Section 7.7.3 of this Agreement, costs due to the negligence of, or failure to fulfill a specific responsibility of the Contract by, the Construction Manager, Subcontractors, and suppliers, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable;
- **.7** Any cost not specifically and expressly described in Sections 7.1 to 7.7;
- **.8** Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded; and
- **.9** Costs for services incurred during the Preconstruction Phase.

ARTICLE 8 DISCOUNTS, REBATES, AND REFUNDS

§ 8.1 Cash discounts obtained on payments made by the Construction Manager shall accrue to the Owner if (1) before making the payment, the Construction Manager included the amount to be paid, less such discount, in an Application for Payment and received payment from the Owner, or (2) the Owner has deposited funds with the Construction Manager with which to make payments; otherwise, cash discounts shall accrue to the Construction Manager. Trade discounts, rebates, refunds, and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Construction Manager shall make provisions so that they can be obtained.

§ 8.2 Amounts that accrue to the Owner in accordance with the provisions of Section 8.1 shall be credited to the Owner as a deduction from the Cost of the Work.

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ARTICLE 9 SUBCONTRACTS AND OTHER AGREEMENTS

§ 9.1 The Owner then has the right to review the Construction Manager's list of proposed subcontractors and suppliers in consultation with the Architect and, subject to Section 9.1.1, to object to any subcontractor or supplier. Any advice of the Architect, or approval or objection by the Owner, shall not relieve the Construction Manager of its responsibility to perform the Work in accordance with the Contract Documents. All portions of the Work, other than minor work, site clean-up, etc. ("General Conditions"), shall be performed by trade contractors or subcontractors, including Construction Manager, who have been selected using competitive bids or competitive sealed proposals in accordance with the policies and procedures approved by Owner. On all portions of the Work for which the Construction Manager does not submit a bid or proposal, the Construction Manager and the Owner shall receive and open all trade contractor and subcontractor bids or proposals in a manner that does not disclose the contents of the bid or proposal during the selection process. On any portion of the Work for which the Construction Manager submits a bid or proposal, the Owner shall receive and open the trade contractors, subcontractors and Construction Manager bids or proposals, but shall not disclose the contents of the bids or proposals until the selection process therefor is completed. All bids or proposals shall be made public after the award of the contract or within seven (7) days after the date of final selection of bids or proposals, whichever is later.

The Construction Manager shall furnish to Owner and Architect for the Owner's approval prior to any public advertisement or solicitation for a portion of the Work the evaluation criteria that the Construction Manager proposes to use in recommending qualified trade contractors or subcontractors for each portion of the Work that will provide the best value for the Owner.

§ 9.1.1 When a specific subcontractor or supplier (1) is recommended to the Owner by the Construction Manager; (2) is qualified to perform that portion of the Work; (3) has submitted a bid that conforms to the requirements of the Contract Documents without reservations or exceptions, and (4) offers the best value to the Owner, but the Owner requires that another bid be accepted, then the Construction Manager may require that a Change Order be issued to adjust the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Construction Manager and the amount of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

§ 9.2 Subcontracts or other agreements shall conform to the applicable payment provisions of this Agreement, and shall not be awarded on the basis of cost plus a fee without the Owner's prior written approval. If a subcontract is awarded on the basis of cost plus a fee, the Construction Manager shall provide in the subcontract for the Owner to receive the same audit rights with regard to the Subcontractor as the Owner receives with regard to the Construction Manager in Article 10.

ARTICLE 10 ACCOUNTING RECORDS

The Construction Manager shall keep full and detailed records and accounts related to the Cost of the Work, and exercise such controls, as may be necessary for proper financial management under this Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Construction Manager's records and accounts, including complete documentation supporting accounting entries, books, job cost reports, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor's proposals, Subcontractor's invoices, purchase orders, vouchers, memoranda, and other data relating to this Contract. The Construction Manager shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law.

ARTICLE 11 PAYMENTS FOR CONSTRUCTION PHASE SERVICES

§ 11.1 Progress Payments

§ 11.1.1 Based upon Applications for Payment submitted to the Architect by the Construction Manager, and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum, to the Construction Manager, as provided below and elsewhere in the Contract Documents.

§ 11.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

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§ 11.1.3 Provided that an Application for Payment is received by the Architect not later than the 25th day of a month, the Owner shall make payment of the amount certified by the Architect to the Construction Manager not later than the 15th day of the next month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than thirty (30) days after the Architect receives the Application for Payment.
(Federal, state or local laws may require payment within a certain period of time.)

§ 11.1.4 With each Application for Payment, the Construction Manager shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner or Architect to demonstrate that payments already made by the Construction Manager on account of the Cost of the Work equal or exceed progress payments already received by the Construction Manager, plus payrolls for the period covered by the present Application for Payment, less that portion of the progress payments attributable to the Construction Manager's Fee.

§ 11.1.5 Each Application for Payment shall be based on the most recent schedule of values submitted by the Construction Manager in accordance with the Contract Documents. The schedule of values shall allocate the entire Guaranteed Maximum Price among: (1) the various portions of the Work; (2) any contingency for costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order; and (3) the Construction Manager's Fee.

§ 11.1.5.1 The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. The schedule of values shall be used as a basis for reviewing the Construction Manager's Applications for Payment.

§ 11.1.5.2 The allocation of the Guaranteed Maximum Price under this Section 11.1.5 shall not constitute a separate guaranteed maximum price for the Cost of the Work of each individual line item in the schedule of values.

§ 11.1.5.3 When the Construction Manager allocates costs from a contingency to another line item in the schedule of values, the Construction Manager shall submit supporting documentation to the Architect.

§ 11.1.6 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed, or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Construction Manager on account of that portion of the Work and for which the Construction Manager has made payment or intends to make payment prior to the next Application for Payment, by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

§ 11.1.7 In accordance with AIA Document A201–2017 and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 11.1.7.1 The amount of each progress payment shall first include:

.1 That portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the most recent schedule of values;

.2 That portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction or, if approved in writing in advance by the Owner, suitably stored off the site at a location agreed upon in writing;

.3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified; and

.4 The Construction Manager's Fee, computed upon the Cost of the Work described in the preceding Sections 11.1.7.1.1 and 11.1.7.1.2 at the rate stated in Section 6.1.2 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work included in Sections 11.1.7.1.1 and 11.1.7.1.2 bears to a reasonable estimate of the probable Cost of the Work upon its completion.

§ 11.1.7.2 The amount of each progress payment shall then be reduced by:

.1 The aggregate of any amounts previously paid by the Owner;

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.2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;

.3 Any amount for which the Construction Manager does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Construction Manager intends to pay;

.4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017;

.5 The shortfall, if any, indicated by the Construction Manager in the documentation required by Section 11.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and

.6 Retainage withheld pursuant to Section 11.1.8.

§ 11.1.8 Retainage

§ 11.1.8.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:
(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

Five percent (5%) of the amount of any progress payment for the Cost of Work and Construction Manager's Fee

§ 11.1.8.1.1 The following items are not subject to retainage:
(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

§ 11.1.8.2 Reduction or limitation of retainage, if any, shall be as follows:
(If the retainage established in Section 11.1.8.1 is to be modified prior to Substantial Completion of the entire Work, insert provisions for such modification.)

§ 11.1.8.3 Except as set forth in this Section 11.1.8.3, upon Substantial Completion of the Work, the Construction Manager may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 11.1.8. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:
(Insert any other conditions for release of retainage, such as upon completion of the Owner's audit and reconciliation, upon Substantial Completion.)

§ 11.1.9 If final completion of the Work is materially delayed through no fault of the Construction Manager, the Owner shall pay the Construction Manager any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 11.1.10 Except with the Owner's prior written approval, the Construction Manager shall not make advance payments to suppliers for materials or equipment which have not been delivered and suitably stored at the site.

§ 11.1.11 The Owner and the Construction Manager shall agree upon a mutually acceptable procedure for review and approval of payments to Subcontractors. All subcontracts shall provide for a five percent (5%) retainage unless otherwise agreed in writing by Owner. The Construction Manager shall execute subcontracts in accordance with those agreements.

§ 11.1.12 In taking action on the Construction Manager's Applications for Payment the Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Construction Manager, and such action shall not be deemed to be a representation that (1) the Architect has made a detailed examination, audit, or arithmetic verification, of the documentation submitted in accordance with Section 11.1.4 or other supporting data; (2) that the Architect has made exhaustive or continuous on-site inspections; or (3) that the Architect has made examinations to ascertain how or for what purposes the Construction Manager has used amounts previously paid on account of the Contract. Such examinations,

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audits, and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

§ 11.2 Final Payment

§ 11.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Construction Manager when

.1 the Construction Manager has fully performed the Contract, except for the Construction Manager's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment;

.2 the Construction Manager has submitted a final accounting for the Cost of the Work and a final Application for Payment; and

.3 a final Certificate for Payment has been issued by the Architect in accordance with Section 11.2.2.2.

§ 11.2.2 Within 30 days of the Owner's receipt of the Construction Manager's final accounting for the Cost of the Work, the Owner shall conduct an audit of the Cost of the Work or notify the Architect that it will not conduct an audit.

§ 11.2.2.1 If the Owner conducts an audit of the Cost of the Work, the Owner shall, within 10 days after completion of the audit, submit a written report based upon the auditors' findings to the Architect.

§ 11.2.2.2 Within seven days after receipt of the written report described in Section 11.2.2.1, or receipt of notice that the Owner will not conduct an audit, and provided that the other conditions of Section 11.2.1 have been met, the Architect will either issue to the Owner a final Certificate for Payment with a copy to the Construction Manager, or notify the Construction Manager and Owner in writing of the Architect's reasons for withholding a certificate as provided in Article 9 of AIA Document A201–2017. The time periods stated in this Section 11.2.2 supersede those stated in Article 9 of AIA Document A201–2017. The Architect is not responsible for verifying the accuracy of the Construction Manager's final accounting.

§ 11.2.2.3 If the Owner's auditors' report concludes that the Cost of the Work, as substantiated by the Construction Manager's final accounting, is less than claimed by the Construction Manager, the Construction Manager shall be entitled to proceed in accordance with Article 12 without a further decision of the Architect. Pending a final resolution of the disputed amount, the Owner shall pay the Construction Manager the amount certified in the Architect's final Certificate for Payment.

§ 11.2.3 The Owner's final payment to the Construction Manager shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment as follows:

The Construction Manager shall certify to the Owner that the facility, to the best of his knowledge, has been constructed in accordance with the Architect's construction documents. The certification shall be in a form which is acceptable to the Owner and Construction Manager.

§ 11.2.4 If, subsequent to final payment, and at the Owner's request, the Construction Manager incurs costs, described in Sections 7.1 through 7.7, and not excluded by Section 7.9, to correct defective or nonconforming Work, the Owner shall reimburse the Construction Manager for such costs, and the Construction Manager's Fee applicable thereto, on the same basis as if such costs had been incurred prior to final payment, but not in excess of the Guaranteed Maximum Price.

§ 11.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.
(Insert rate of interest agreed upon, if any.)

The rate of interest computed in accordance with the provisions of the Texas Government Code, Section 2251.025.

ARTICLE 12 DISPUTE RESOLUTION

§ 12.1 Initial Decision Maker

§ 12.1.1 Any Claim between the Owner and Construction Manager shall be resolved in accordance with the provisions set forth in this Article 12 and Article 15 of A201–2017.

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§ 12.1.2 The Owner will serve as the Initial Decision Maker.
(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Owner.)

§ 12.2 Binding Dispute Resolution
For any Claim subject to, but not resolved by mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:
(Check the appropriate box.)

[ ] Arbitration pursuant to Article 15 of AIA Document A201–2017

[X] Litigation in a court of competent jurisdiction

[ ] Other: *(Specify)*

If the Owner and Construction Manager do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 13 TERMINATION OR SUSPENSION
§ 13.1 Termination Prior to Execution of the Guaranteed Maximum Price Amendment
§ 13.1.1 If the Owner and the Construction Manager do not reach an agreement on the Guaranteed Maximum Price, the Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager, and the Construction Manager may terminate this Agreement, upon not less than seven days' written notice to the Owner.

§ 13.1.2 In the event of termination of this Agreement pursuant to Section 13.1.1, the Construction Manager shall be compensated for Preconstruction Phase services and Work performed prior to receipt of a notice of termination, in accordance with the terms of this Agreement. In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 5.1.

§ 13.1.3 Prior to the execution of the Guaranteed Maximum Price Amendment, the Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager for the Owner's convenience and without cause, and the Construction Manager may terminate this Agreement, upon not less than seven days' written notice to the Owner, for the reasons set forth in Article 14 of A201–2017.

§ 13.1.4 In the event of termination of this Agreement pursuant to Section 13.1.3, the Construction Manager shall be equitably compensated for Preconstruction Phase services and Work performed prior to receipt of a notice of termination. In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 5.1.

§ 13.1.5 If the Owner terminates the Contract pursuant to Section 13.1.3 after the commencement of the Construction Phase but prior to the execution of the Guaranteed Maximum Price Amendment, the Owner shall pay to the Construction Manager an amount calculated as follows, which amount shall be in addition to any compensation paid to the Construction Manager under Section 13.1.4:

.1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;

.2 Add the Construction Manager's Fee computed upon the Cost of the Work to the date of termination at the rate stated in Section 6.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion; and

.3 Subtract the aggregate of previous payments made by the Owner for Construction Phase services.

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§ 13.1.6 The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 13.1.5.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders. All Subcontracts, purchase orders and rental agreements entered into by the Construction Manager will contain provisions allowing for assignment to the Owner as described above.

§ 13.1.6.1 If the Owner accepts assignment of subcontracts, purchase orders or rental agreements as described above, the Owner will reimburse the Construction Manager for all costs arising under the subcontract, purchase order or rental agreement, if those costs would have been reimbursable as Cost of the Work if the contract had not been terminated. If the Owner chooses not to accept assignment of any subcontract, purchase order or rental agreement that would have constituted a Cost of the Work had this agreement not been terminated, the Construction Manager will terminate the subcontract, purchase order or rental agreement and the Owner will pay the Construction Manager the costs which would have been reimbursable as Cost of Work.

§ 13.2 Termination or Suspension Following Execution of the Guaranteed Maximum Price Amendment

§ 13.2.1 Termination

The Contract may be terminated by the Owner or the Construction Manager as provided in Article 14 of AIA Document A201–2017.

§ 13.2.2 Termination by the Owner for Cause

§ 13.2.2.1 If the Owner terminates the Contract for cause as provided in Article 14 of AIA Document A201–2017, the amount, if any, to be paid to the Construction Manager under Article 14 of AIA Document A201–2017 shall not cause the Guaranteed Maximum Price to be exceeded, nor shall it exceed an amount calculated as follows:

.1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;

.2 Add the Construction Manager's Fee, computed upon the Cost of the Work to the date of termination at the rate stated in Section 6.1 or, if the Construction Manager' Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion;

.3 Subtract the aggregate of previous payments made by the Owner; and

.4 Subtract the costs and damages incurred, or to be incurred, by the Owner under Article 14 of AIA Document A201–2017.

§ 13.2.2.2 The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 13.2.2.1.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders.

§ 13.2.3 Termination by the Owner for Convenience

If the Owner terminates the Contract for convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Construction Manager a termination fee as follows:

(Insert the amount of or method for determining the fee, if any, payable to the Construction Manager following a termination for the Owner's convenience.)

§ 13.3 Suspension

The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

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ARTICLE 14 MISCELLANEOUS PROVISIONS

§ 14.1 Terms in this Agreement shall have the same meaning as those in A201–2017. Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 14.2 Successors and Assigns

§ 14.2.1 The Owner and Construction Manager, respectively, bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 14.2.2 of this Agreement, and in Section 13.2.2 of A201–2017, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 14.2.2 The Owner may, without consent of the Construction Manager, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Construction Manager shall execute all consents reasonably required to facilitate the assignment.

§ 14.3 Insurance and Bonds

§ 14.3.1 Preconstruction Phase

The Construction Manager shall maintain the following insurance for the duration of the Preconstruction Services performed under this Agreement. If any of the requirements set forth below exceed the types and limits the Construction Manager normally maintains, the Owner shall reimburse the Construction Manager for any additional cost.

§ 14.3.1.1 Commercial General Liability with policy limits of not less than one million dollars ($ 1,000,000.00) for each occurrence and two million dollars ($ 2,000,000.00) in the aggregate for bodily injury and property damage.

§ 14.3.1.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Construction Manager with policy limits of not less than one million dollars ($ 1,000,000.00) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 14.3.1.3 The Construction Manager may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided that such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 14.3.1.1 and 14.3.1.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 14.3.1.4 Workers' Compensation at statutory limits and Employers Liability with policy limits not less than five hundred thousand dollars ($ 500,000.00) each accident, five hundred thousand dollars ($ 500,000.00) each employee, and five hundred thousand ($ 500,000.00) policy limit.

§ 14.3.1.5 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than one million dollars ($ 1,000,000.00) per claim and two million dollars ($ 2,000,000.00) in the aggregate.

§ 14.3.1.6 Other Insurance

(List below any other insurance coverage to be provided by the Construction Manager and any applicable limits.)

Coverage	Limits

§ 14.3.1.7 Additional Insured Obligations. To the fullest extent permitted by law, the Construction Manager shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Construction Manager's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

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§ 14.3.1.8 The Construction Manager shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 14.3.1.

§ 14.3.2 Construction Phase
After execution of the Guaranteed Maximum Price Amendment, the Owner and the Construction Manager shall purchase and maintain insurance as set forth in AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price, Exhibit B, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 14.3.2.1 The Construction Manager shall provide bonds as set forth in AIA Document A133™–2019 Exhibit B, and elsewhere in the Contract Documents.

§ 14.4 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with a building information modeling exhibit, if completed, or as otherwise set forth below:
(If other than in accordance with a building information modeling exhibit, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

§ 14.5 Other provisions:

In accordance with Texas Government Code, Chapter 2271, the undersigned avers that it does not boycott Israel and will not boycott Israel during the term of this Agreement.

ARTICLE 15 SCOPE OF THE AGREEMENT
§ 15.1 This Agreement represents the entire and integrated agreement between the Owner and the Construction Manager and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Construction Manager.

§ 15.2 The following documents comprise the Agreement:

.1 This AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price

.2 AIA Document A133™-2019, Exhibit A, Guaranteed Maximum Price Amendment, if executed

.3 AIA Document A133™–2019, Exhibit B, Insurance and Bonds, as modified and provided by Owner.

.4 AIA Document A201™–2017 v4 (06-11-2020), General Conditions of the Contract for Construction, as modified and provided by Owner.

.5 Building Information Modeling Exhibit, if completed:

.6 Other Exhibits:
(Check all boxes that apply.)

[ ] AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, dated as indicated below:
(Insert the date of the E234-2019 incorporated into this Agreement.)

[**NONE**] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages

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.7 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201–2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Construction Manager's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

This Agreement is entered into as of the day and year first written above.

City of Sherman	Plyler Construction
By:	By:
OWNER *(Signature)*	**CONSTRUCTION MANAGER** *(Signature)*
(Printed name and title)	*(Printed name and title)*

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Additions and Deletions Report for

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PAGE 1

A133 v4 (02-06-25)

AGREEMENT made as of the Fourth day of September in the year Two Thousand Twenty-Five

...

City of Sherman
220 W. Mulberry
Sherman, TX 75090
903-892-7206

...

Plyler Construction
3505 Texoma Parkway
Sherman, TX 75090

...

(Name, location, and detailed description)

ARBH File No. 6262.0031 City of Sherman/Fire Station No. 3 Renovation

Fire Station No. 3
3200 N. F.M. 1417
Sherman, TX 75092

Updates to the apparatus bay to develop spaces that properly clean and store contaminated items, isolating them from the living areas. The living quarters shall be updated to meet current individual dorm and restroom standards, as well as updates to the kitchen, pantry, and office areas. The building systems will require modification and replacement.

The Architect:

...

Hidell and Associates Architects
3033 Kellway Dr. Suite 120
Carrollton, Texas 75006
972-416-4666

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Project's program has been developed and included in the project narrative.

...

Renovation and addition of the existing facility

PAGE 4

The Owner's overall budget for the Cost of the Work is TBD.

...

The date of commencement of construction shall be established with a Notice to Proceed by the Owner.

...

TBD

...

Billy Hartsfield
200 W. Mulberry
Sherman, TX 75090
903-892-7263
billyh@cityofsherman.com

PAGE 5

.2 ~~Civil Engineer:~~Intentionally Deleted:

...

(List any other consultants retained by the Owner, such as a Project or Program Manager.)

Boundary and Topographic Survey
Construction Period Materials Testing
HVAC Test and Balance

...

Aaron Babcock
3033 Kellway Drive, Suite 120
Carrollton, TX 75006
972-416-4666
ababcock@hidell.com

...

David Plyler
3505 Texoma Parkway
Sherman, TX 75090
903-893-6393
dplyler@plylerbuilds.com

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The Construction Manager shall exercise reasonable care in performing its Preconstruction Services. The Owner and Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of

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services and information furnished by the Construction Manager. The Construction Manager, however, does not warrant or guarantee estimates and schedules except as may be included as part of the Guaranteed Maximum Price. The Construction Manager is not required to ascertain that the Drawings and Specifications are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Construction Manager shall promptly report in writing to the Architect and Owner any nonconformity discovered by or made known to the Construction Manager as a request for information in such form as the Architect may require.

...

When Project requirements in Section 4.1.1 have been sufficiently identified, the Construction Manager shall prepare and periodically update a Project schedule for the Architect's review and the Owner's acceptance. The Construction Manager shall ~~obtain the Architect's approval for the portion of the Project schedule relating to the performance of the Architect's services. The Project schedule shall~~ coordinate and integrate the Construction Manager's services, the Architect's services, other Owner consultants' services, and the Owner's responsibilities; and identify items that affect the Project's timely completion. The updated Project schedule shall include the following: submission of the Guaranteed Maximum Price proposal; components of the Work; times of commencement and completion required of each Subcontractor; ordering and delivery of products, including those that must be ordered in advance of construction; and the occupancy requirements of the Owner.

...

§ 3.1.6.1 Based on the preliminary design and other design criteria prepared by the Architect, the Construction Manager shall prepare, for the Architect's review and the Owner's approval, preliminary estimates of the Cost of the Work or the cost of program requirements using area, volume, or similar conceptual estimating techniques. If the Architect or Construction Manager ~~suggests~~ suggest alternative materials and systems, the Construction Manager shall provide cost evaluations of those alternative materials and systems.

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§ 3.2.4 In preparing the Construction Manager's Guaranteed Maximum Price proposal, the Construction Manager shall include a ~~contingency for the Construction Manager's exclusive use to cover those costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order.~~separately-identifiable contingency (the "Construction Contingency") for use in connection with this section. The Construction Contingency is not allocated to any particular item of the Cost of the Work and is established for the Construction Manager's use (subject to Owner approval, which shall not be unreasonably withheld), as may be required for costs incurred in the Work. All supporting documentation for all uses of the Construction Contingency shall be provided to Owner. Construction Manager shall notify the Owner and Architect, and request their approval of every expenditure from the Construction Contingency prior to commencing the work that necessitates the use of the contingency funds.

§ 3.2.4.1 The Guaranteed Maximum Prince proposal may also include a separately-identified contingency amount, an "Owner's Contingency," which is defined as a contingency fund within the Guaranteed Maximum Price established by the Owner of the Owner's exclusive use. Monies from the Owner's Contingency may be spent in the sole discretion of Owner. Construction Manager has no contractual right to require that Owner make any expenditure from the Owner's Contingency.

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§ 3.2.9 The Construction Manager shall not include in the Guaranteed Maximum Price ~~all sales, consumer, use and similar taxes for the Work provided by the Construction Manager that are legally enacted, whether or not yet effective, at the time the Guaranteed Maximum Price Amendment is executed.~~any taxes from which the Owner is exempt by virtue of its status as a governmental entity. In the event that the Contractor is required to pay or bear the burden of any new federal, state, or local tax, or if any rate increase of an existing tax (except a tax on net profits), as a result of any statute, court decision, written ruling, or regulation takes effect after the contract date, the Guaranteed Maximum Price shall be increased by the amount of the new tax, or tax increase.

...

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§ 3.3.1.3 Other than services normally associated with Construction Manager's performance of the General Conditions, Construction Manager shall not perform any portions of the Work unless it has been awarded such portion in accordance with the same procedures imposed upon all other trade contractors or subcontractors, and then, only if the Owner has determined that the Construction Manager's bid or proposed bid provides the best value for the Owner.

PAGE 11

§ 4.1.2 ~~Prior to the execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract.~~ The Owner, upon written request from the Construction Manager, shall provide a statement that funds are available and have been authorized for the full contract amount for the construction of the Work in accordance with the requirements of Tex. Bus. and Com. Code, Section 35.521 (n)(3), if applicable. After execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request such information as set forth in A201-2017 Section 2.2.

§ 4.1.3 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Article 7, (2) the Owner's other costs, and (3) reasonable contingencies related to all of these costs.~~If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Construction Manager and Architect. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.~~

§ 4.1.4 Structural and Environmental Tests, Surveys and Reports. During the Preconstruction Phase, the Owner shall furnish the following information or services with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services. ~~The~~ Except to the extent that the Construction Manager knows of, or with reasonable diligence should have discovered, any inaccuracy, the Construction Manager shall be entitled to rely on the accuracy of information and services furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 4.1.4.1 The Owner shall ~~furnish tests, inspections, and reports, required by law and as otherwise agreed to by the parties, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.~~provide or contract for, independently of the Construction Manager, the inspection services, the testing of construction materials engineering and the verification testing services necessary for acceptance of the Work by Owner.

...

§ 4.1.4.3 The Owner, when such services are ~~requested,~~ reasonably required by the Project and are requested by the Construction Manager, shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

...

§ 4.2.1 Legal Requirements. The Owner shall furnish all ~~legal, insurance~~ legal and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

PAGE 12

The Owner shall retain an Architect to provide services, duties and ~~responsibilities as described in AIA Document B133™–2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition,~~ responsibilities, including any additional services requested by the Construction Manager and approved by Owner that are necessary for the Preconstruction and Construction Phase services under this Agreement. ~~The~~ Upon request of the Construction Manager, the Owner shall provide the Construction Manager with a copy of the scope of services in the executed agreement between the Owner and the Architect, and any further modifications to the Architect's scope of services in the ~~agreement.~~agreement, from which compensation provisions may be deleted.

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...

Compensation shall be a stipulated sum of One Thousand Two Hundred and No/100 Dollars ($1,200.00).

...

§ 5.1.3 If the Preconstruction Phase services covered by this Agreement have not been completed within ~~( ) months~~ three hundred (300) days of the date of this Agreement, through no fault of the Construction Manager, the Construction Manager's compensation for Preconstruction Phase services shall be equitably adjusted.

...

§ 5.2.2 Payments are due and payable ~~upon presentation of the Construction Manager's invoice. Amounts unpaid ( ) days after the invoice date~~ thirty (30) days from the date the Construction Manager's invoice is received by Owner. Amounts unpaid after the date on which payment is due shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the ~~principal place of business of the Construction Manager.~~place where the Project is located.

...

~~%~~ The rate of interest computed in accordance with the provisions of the Texas Government Code, Section 2251.025.

...

The fee shall be 2.98% of the Cost of the Work.

PAGE 13

If both Owner and Construction Manager agree that a material change in the scope of services has occurred, the parties will agree on an equitable adjustment in the Construction Manager's Fee.

...

Those limitations set forth in Section 7.5 of AIA Document A201-2017 as modified by Owner.

§ 6.1.5 Rental rates for Construction Manager-owned equipment shall not exceed ~~percent (%) of~~ the standard rental rate paid at the place of the Project.

...

Provisions are described in the A201 – 2017 v4 (06-11-2020) General Conditions of the Contract for Construction, provided by Owner, attached hereto and incorporated herein for all purposes.

...

If the Construction Manager completes the performance of the Work for less than the Guaranteed Maximum Price, the difference between (i) the total aggregate sum of the actual Cost of the Work plus the Construction Manager's fee and (ii) the Guaranteed Maximum Price shall inure in its entirety to the Owner's benefit.

...

§ 6.3.1 The Owner may, without invalidating the Contract, order changes in the Work ~~within the general scope of the Contract~~ consisting of additions, deletions or other revisions. The Owner shall issue such changes in writing. The ~~Construction Manager may be entitled to an equitable adjustment in the Contract Time~~ Contract Time may be adjusted as a result of changes in the ~~Work.~~Work as agreed upon in writing by Owner.

...

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§ 6.3.5 ~~If no specific provision is made in Section 6.1.3 for adjustment of the Construction Manager's Fee in the case of changes in the Work, or if the extent of such changes is such, in the aggregate, that application of the adjustment provisions of Section 6.1.3 will cause substantial inequity to the Owner or Construction Manager, the Construction Manager's Fee shall be equitably adjusted on the same basis that was used to establish the Fee for the original Work, and the Guaranteed Maximum Price shall be adjusted accordingly.~~Intentionally Deleted.

PAGE 14

§ 7.2.1 Wages or salaries of construction workers directly employed by the Construction Manager to perform ~~the construction of the Work~~ minor work at the site or, with the Owner's prior approval, at off-site workshops.

...

§ 7.2.4 Costs paid or incurred by the Construction Manager, as required by law or collective bargaining agreements, for taxes, except taxes from which the Owner is exempt by virtue of its status as a governmental entity, insurance, contributions, assessments and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Sections 7.2.1 through 7.2.3.

...

Payments made by the Construction Manager to ~~Subcontractors~~ trade contractors, Subcontractors, or the Construction Manager (for portions of the Work for which Construction Manager was selected under Section 3.3.1.3) in accordance with the requirements of the trade contracts or subcontracts and this Agreement.

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§ 7.5.2 Rental charges for temporary facilities, machinery, equipment, and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site, and the costs of transportation, installation, dismantling, minor repairs, and removal of such temporary facilities, machinery, equipment, and hand tools. Rates and quantities ~~of equipment owned by the Construction Manager, or a related party as defined in Section 7.8,~~ shall be subject to the Owner's prior approval. The total rental cost of any such equipment may not exceed the purchase price of any comparable item.

...

§ 7.6.1.1 ~~Costs for self-insurance, for either full or partial amounts of the coverages required by the Contract Documents, with the Owner's prior approval.~~Intentionally Deleted.

...

§ 7.6.2 Sales, use, or similar taxes, imposed by a governmental authority, that are related to the Work and for which the Construction Manager is ~~liable.~~liable, except this does not include taxes from which the Owner is exempt by virtue of its status as a governmental entity.

...

§ 7.6.4 ~~Fees of laboratories for tests required by the Contract Documents; except those related to defective or nonconforming Work for which reimbursement is excluded under Article 13 of AIA Document A201–2017 or by other provisions of the Contract Documents, and which do not fall within the scope of Section 7.7.3.~~Intentionally Deleted.

...

§ 7.6.5.1 ~~The cost of defending suits or claims for infringement of patent rights arising from requirements of the Contract Documents, payments made in accordance with legal judgments against the Construction Manager resulting from such suits or claims, and payments of settlements made with the Owner's consent, unless the Construction Manager had reason to believe that the required design, process, or product was an infringement of a copyright or a~~

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~~patent, and the Construction Manager failed to promptly furnish such information to the Architect as required by Article 3 of AIA Document A201–2017. The costs of legal defenses, judgments, and settlements shall not be included in the Cost of the Work used to calculate the Construction Manager's Fee or subject to the Guaranteed Maximum Price.~~Intentionally Deleted.

...

§ 7.6.7 ~~Costs~~ Reasonable costs of document reproductions and delivery charges.

...

§ 7.6.9 ~~Legal, mediation and arbitration~~ Legal and mediation costs, including attorneys' fees, other than those arising from disputes between the Owner and Construction Manager, reasonably incurred by the Construction Manager after the execution of this Agreement in the performance of the Work and with the Owner's prior approval, which shall not be unreasonably withheld.

§ 7.6.10 ~~Expenses incurred in accordance with the Construction Manager's standard written personnel policy for relocation and temporary living allowances of the Construction Manager's personnel required for the Work, with the Owner's prior approval.~~Intentionally Deleted.

§ 7.6.11 ~~That portion of the reasonable expenses of the Construction Manager's supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work.~~Intentionally Deleted.

PAGE 17

§ 9.1 ~~Those portions of the Work that the Construction Manager does not customarily perform with the Construction Manager's own personnel shall be performed under subcontracts or other appropriate agreements with the Construction Manager. The Owner may designate specific persons from whom, or entities from which, the Construction Manager shall obtain bids. The Construction Manager shall obtain bids from Subcontractors, and from suppliers of materials or equipment fabricated especially for the Work, who are qualified to perform that portion of the Work in accordance with the requirements of the Contract Documents.~~ The ~~Construction Manager shall deliver such bids to the Architect and~~ Owner ~~with an indication as to which bids the Construction Manager intends to accept. The Owner~~ then has the right to review the Construction Manager's list of proposed subcontractors and suppliers in consultation with the Architect and, subject to Section 9.1.1, to object to any subcontractor or supplier. Any advice of the Architect, or approval or objection by the Owner, shall not relieve the Construction Manager of its responsibility to perform the Work in accordance with the Contract Documents. ~~The Construction Manager shall not be required to contract with anyone to whom the Construction Manager has reasonable objection.~~All portions of the Work, other than minor work, site clean-up, etc. ("General Conditions"), shall be performed by trade contractors or subcontractors, including Construction Manager, who have been selected using competitive bids or competitive sealed proposals in accordance with the policies and procedures approved by Owner. On all portions of the Work for which the Construction Manager does not submit a bid or proposal, the Construction Manager and the Owner shall receive and open all trade contractor and subcontractor bids or proposals in a manner that does not disclose the contents of the bid or proposal during the selection process. On any portion of the Work for which the Construction Manager submits a bid or proposal, the Owner shall receive and open the trade contractors, subcontractors and Construction Manager bids or proposals, but shall not disclose the contents of the bids or proposals until the selection process therefor is completed. All bids or proposals shall be made public after the award of the contract or within seven (7) days after the date of final selection of bids or proposals, whichever is later.

The Construction Manager shall furnish to Owner and Architect for the Owner's approval prior to any public advertisement or solicitation for a portion of the Work the evaluation criteria that the Construction Manager proposes to use in recommending qualified trade contractors or subcontractors for each portion of the Work that will provide the best value for the Owner.

§ 9.1.1 When a specific subcontractor or supplier (1) is recommended to the Owner by the Construction Manager; (2) is qualified to perform that portion of the Work; ~~and~~ (3) has submitted a bid that conforms to the requirements of the Contract Documents without reservations or exceptions, and (4) offers the best value to the Owner, but the Owner requires that another bid be accepted, then the Construction Manager may require that a Change Order be issued to adjust the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the

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Owner by the Construction Manager and the amount of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

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§ 11.1.3 Provided that an Application for Payment is received by the Architect not later than the 25th day of a month, the Owner shall make payment of the amount certified by the Architect to the Construction Manager not later than the 15th day of the next month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than thirty (30) days after the Architect receives the Application for Payment.

PAGE 19

Five percent (5%) of the amount of any progress payment for the Cost of Work and Construction Manager's Fee

...

§ 11.1.11 The Owner and the Construction Manager shall agree upon a mutually acceptable procedure for review and approval of payments to ~~Subcontractors, and the percentage of retainage held on Subcontracts, and the~~ Subcontractors. All subcontracts shall provide for a five percent (5%) retainage unless otherwise agreed in writing by Owner. The Construction Manager shall execute subcontracts in accordance with those agreements.

PAGE 20

§ 11.2.2.3 If the Owner's auditors' report concludes that the Cost of the Work, as substantiated by the Construction Manager's final accounting, is less than claimed by the Construction Manager, the Construction Manager shall be entitled to ~~request mediation of the disputed amount without seeking an initial decision pursuant to Article 15 of AIA Document A201–2017. A request for mediation shall be made by the Construction Manager within 30 days after the Construction Manager's receipt of a copy of the Architect's final Certificate for Payment. Failure to request mediation within this 30-day period shall result in the substantiated amount reported by the Owner's auditors becoming binding on the Construction Manager.~~ proceed in accordance with Article 12 without a further decision of the Architect. Pending a final resolution of the disputed amount, the Owner shall pay the Construction Manager the amount certified in the Architect's final Certificate for Payment.

§ 11.2.3 The Owner's final payment to the Construction Manager shall be made no later than 30 days after the issuance of the Architect's final Certificate for ~~Payment, or~~ Payment as follows:

The Construction Manager shall certify to the Owner that the facility, to the best of his knowledge, has been constructed in accordance with the Architect's construction documents. The certification shall be in a form which is acceptable to the Owner and Construction Manager.

§ 11.2.4 If, subsequent to final payment, and at the Owner's request, the Construction Manager incurs costs, described in Sections 7.1 through 7.7, and not excluded by Section 7.9, to correct defective or nonconforming Work, the Owner shall reimburse the Construction Manager for such costs, and the Construction Manager's Fee applicable thereto, on the same basis as if such costs had been incurred prior to final payment, but not in excess of the Guaranteed Maximum Price. ~~If adjustments to the Contract Sum are provided for in Section 6.1.7, the amount of those adjustments shall be recalculated, taking into account any reimbursements made pursuant to this Section 11.2.4 in determining the net amount to be paid by the Owner to the Construction Manager.~~

...

~~%~~ The rate of interest computed in accordance with the provisions of the Texas Government Code, Section 2251.025.

...

§ 12.1.1 Any Claim between the Owner and Construction Manager shall be resolved in accordance with the provisions set forth in this Article 12 and Article 15 of A201–2017. ~~However, for Claims arising from or relating to the Construction Manager's Preconstruction Phase services, no decision by the Initial Decision Maker shall be required as a condition precedent to mediation or binding dispute resolution, and Section 12.1.2 of this Agreement shall not apply.~~

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§ 12.1.2 The ~~Architect~~ Owner will serve as the Initial Decision ~~Maker pursuant to Article 15 of AIA Document A201–2017 for Claims arising from or relating to the Construction Manager's Construction Phase services, unless the parties appoint below another individual, not a party to the Agreement, to serve as the Initial Decision~~ Maker.
(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the ~~Architect.)~~Owner.)
PAGE 21

[**X**] Litigation in a court of competent jurisdiction
PAGE 22

§ 13.1.6.1 If the Owner accepts assignment of subcontracts, purchase orders or rental agreements as described above, the Owner will reimburse ~~or indemnify~~ the Construction Manager for all costs arising under the subcontract, purchase order or rental agreement, if those costs would have been reimbursable as Cost of the Work if the contract had not been terminated. If the Owner chooses not to accept assignment of any subcontract, purchase order or rental agreement that would have constituted a Cost of the Work had this agreement not been terminated, the Construction Manager will terminate the subcontract, purchase order or rental agreement and the Owner will pay the Construction Manager the costs ~~necessarily incurred by the Construction Manager because of such termination.~~which would have been reimbursable as Cost of Work.

...

The Work may be suspended by the Owner as provided in Article 14 of AIA Document ~~A201–2017; in such case, the Guaranteed Maximum Price and Contract Time shall be increased as provided in Article 14 of AIA Document A201–2017, except that the term "profit" shall be understood to mean the Construction Manager's Fee as described in Sections 6.1 and 6.3.5 of this Agreement.~~A201–2017.
PAGE 23

§ 14.3.1.1 Commercial General Liability with policy limits of not less than one million dollars ($ 1,000,000.00) for each occurrence and two million dollars ($ 2,000,000.00) in the aggregate for bodily injury and property damage.

§ 14.3.1.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Construction Manager with policy limits of not less than one million dollars ($ 1,000,000.00) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

...

§ 14.3.1.4 Workers' Compensation at statutory limits and Employers Liability with policy limits not less than five hundred thousand dollars ($ 500,000.00) each accident, five hundred thousand dollars ($ 500,000.00) each employee, and five hundred thousand ($ 500,000.00) policy limit.

§ 14.3.1.5 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than one million dollars ($ 1,000,000.00) per claim and two million dollars ($ 2,000,000.00) in the aggregate.
PAGE 24

In accordance with Texas Government Code, Chapter 2271, the undersigned avers that it does not boycott Israel and will not boycott Israel during the term of this Agreement.

...

.1 This AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price

...

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.3 AIA Document A133™–2019, Exhibit B, Insurance ~~and Bonds~~and Bonds, as modified and provided by Owner.

.4 AIA Document ~~A201™–2017,~~ A201™–2017 v4 (06-11-2020), General Conditions of the Contract for ~~Construction~~Construction, as modified and provided by Owner.

...

[**NONE**] Supplementary and other Conditions of the Contract:

PAGE 25

City of Sherman	Plyler Construction
By:	By:

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, , hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 15:51:32 ET on 09/05/2025 under Order No. 6417165033 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A133™ – 2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price, other than those additions and deletions shown in the associated Additions and Deletions Report.

/lg

(Signed)

(Title)

September 5, 2025

(Dated)

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AIA® Document A133® – 2019 Exhibit B

Insurance and Bonds

A133-2019 Exhibit B v1 (09-10-2020)

This Insurance and Bonds Exhibit is part of the Agreement, between the Owner and the Construction Manager, dated the Fourth day of September in the year Two Thousand Twenty-Five
(In words, indicate day, month and year.)

for the following **PROJECT**:
(Name and location or address)

ARBH File No. 6262.0031 City of Sherman/Fire Station No. 3 Renovation

Fire Station No. 3
3200 N. F.M. 1417
Sherman, TX 75092

Updates to the apparatus bay to develop spaces that properly clean and store contaminated items, isolating them from the living areas. The living quarters shall be updated to meet current individual dorm and restroom standards, as well as updates to the kitchen, pantry, and office areas. The building systems will require modification and replacement.

THE OWNER:
(Name, legal status, and address)

City of Sherman
220 W. Mulberry
Sherman, TX 75090

THE CONSTRUCTION MANAGER:
(Name, legal status, and address)

Plyler Construction
3505 Texoma Parkway
Sherman, TX 75090

TABLE OF ARTICLES

B.1 GENERAL

B.2 OWNER'S INSURANCE

B.3 CONSTRUCTION MANAGER'S INSURANCE AND BONDS

B.4 SPECIAL TERMS AND CONDITIONS

ARTICLE B.1 GENERAL

The Owner and Construction Manager shall purchase and maintain insurance, and provide bonds, as set forth in this Exhibit. As used in this Exhibit, the term General Conditions

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document is intended to be used in conjunction with AIA Document A201™–2017, General Conditions of the Contract for Construction. Article 11 of A201™–2017 contains additional insurance provisions.

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refers to AIA Document A201™–2017, General Conditions of the Contract for Construction.

ARTICLE B.2 OWNER'S INSURANCE

§ B.2.1 General

Prior to commencement of the Work, the Owner shall secure the insurance required under section B.2.3, and, upon the Construction Manager's request, provide evidence thereof by a certificate of insurance reasonably acceptable to the Construction Manager.

§ B.2.2 Liability Insurance

The Owner shall be responsible for purchasing and maintaining the Owner's usual general liability insurance, at Owner's discretion.

§ B.2.3 Required Property Insurance

§ B.2.3.1 Unless this obligation is placed on the Construction Manager pursuant to Section B.3.3.2.1, the Owner shall provide and maintain, from an insurance company or insurance companies lawfully authorized to issue insurance in Texas, property insurance written on a builder's risk "all-risks" completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis. The Owner's property insurance coverage shall be no less than the amount of the initial Contract Sum, plus the value of subsequent Modifications and labor performed and materials or equipment supplied by others. The property insurance shall be maintained until Substantial Completion and thereafter as provided in Section B.2.3.1.3, unless otherwise provided in the Contract Documents or otherwise agreed in writing by the parties to this Agreement. This insurance shall include the interests of the Owner, Construction Manager, Subcontractors, and Sub-subcontractors in the Project as insureds. Loss, if any, shall be adjusted with, and made payable to, the Owner on behalf of all insureds as their interests may appear. The Owner may satisfy this obligation by enrolling the Project in a consortium or agency of the State of Texas that provides coverages of the types and in the amounts set forth herein.

§ B.2.3.1.1 Causes of Loss. The insurance required by this Section B.2.3.1 shall provide coverage for direct physical loss or damage, and shall not exclude the risks of fire, explosion, theft, vandalism, malicious mischief, collapse, earthquake, flood, or windstorm. The insurance shall also provide coverage for ensuing loss or resulting damage from error, omission, or deficiency in construction methods, design, specifications, workmanship, or materials. Sub-limits, if any, are as follows:
(Indicate below the cause of loss and any applicable sub-limit.)

Cause of Loss	**Sub-Limit**

§ B.2.3.1.2 Specific Required Coverages. The insurance required by this Section B.2.3.1 shall provide coverage for loss or damage to falsework and other temporary structures, and to building systems from testing and startup. The insurance shall also cover debris removal, including demolition occasioned by enforcement of any applicable legal requirements, and reasonable compensation for the Architect's and Construction Manager's services and expenses required as a result of such insured loss, including claim preparation expenses. Sub-limits, if any, are as follows:
(Indicate below type of coverage and any applicable sub-limit for specific required coverages.)

Coverage	**Sub-Limit**

§ B.2.3.1.3 Unless the parties agree otherwise, upon Substantial Completion, the Owner shall continue the insurance required by Section B.2.3.1 until expiration of the period for correction of the Work set forth in Section 12.2.2 of the General Conditions.

§ B.2.3.1.4 Deductibles and Self-Insured Retentions. If the insurance required by this Section B.2.3 is subject to deductibles or self-insured retentions, the Owner shall be responsible for all loss not covered because of such deductibles or retentions.

§ B.2.3.2 Occupancy or Use Prior to Substantial Completion. The Owner's occupancy or use of any completed or partially completed portion of the Work prior to Substantial Completion shall not commence until the insurance

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company or companies providing the insurance under Section B.2.3.1 have consented in writing to the continuance of coverage. Notwithstanding the foregoing, any partial occupancy or use by Owner that would cause cancellation, lapse, or reduction of insurance does not constitute an event of default by Owner hereunder.

§ B.2.3.3 Insurance for Existing Structures

If the Work involves remodeling an existing structure or constructing an addition to an existing structure, the Owner shall provide and maintain, until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, "all-risks" property insurance, on a replacement cost basis, protecting the existing structure against direct physical loss or damage from the causes of loss identified in Section B.2.3.1, notwithstanding the undertaking of the Work. The Owner shall be responsible for all co-insurance penalties.

§ B.2.4 Optional Extended Property Insurance.

The Owner may, but shall not be required to, provide and maintain the insurance selected and described below. *(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. For each type of insurance selected, indicate applicable limits of coverage or other conditions in the fill point below the selected item.)*

[ ] **§ B.2.4.1 Loss of Use, Business Interruption, and Delay in Completion Insurance**, to reimburse the Owner for loss of use of the Owner's property, or the inability to conduct normal operations due to a covered cause of loss.

[ ] **§ B.2.4.2 Ordinance or Law Insurance**, for the reasonable and necessary costs to satisfy the minimum requirements of the enforcement of any law or ordinance regulating the demolition, construction, repair, replacement or use of the Project.

[ ] **§ B.2.4.3 Expediting Cost Insurance**, for the reasonable and necessary costs for the temporary repair of damage to insured property, and to expedite the permanent repair or replacement of the damaged property.

[ ] **§ B.2.4.4 Extra Expense Insurance**, to provide reimbursement of the reasonable and necessary excess costs incurred during the period of restoration or repair of the damaged property that are over and above the total costs that would normally have been incurred during the same period of time had no loss or damage occurred.

[ ] **§ B.2.4.5 Civil Authority Insurance**, for losses or costs arising from an order of a civil authority prohibiting access to the Project, provided such order is the direct result of physical damage covered under the required property insurance.

[ ] **§ B.2.4.6 Ingress/Egress Insurance**, for loss due to the necessary interruption of the insured's business due to physical prevention of ingress to, or egress from, the Project as a direct result of physical damage.

[ ] **§ B.2.4.7 Soft Costs Insurance**, to reimburse the Owner for costs due to the delay of completion of the Work, arising out of physical loss or damage covered by the required property insurance: including

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construction loan fees; leasing and marketing expenses; additional fees, including those of architects, engineers, consultants, attorneys and accountants, needed for the completion of the construction, repairs, or reconstruction; and carrying costs such as property taxes, building permits, additional interest on loans, realty taxes, and insurance premiums over and above normal expenses.

§ B.2.5 Other Optional Insurance.
The Owner shall purchase and maintain the insurance selected below.
(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance.)

[ ] **§ B.2.5.1 Cyber Security Insurance** for loss to the Owner due to data security and privacy breach, including costs of investigating a potential or actual breach of confidential or private information. *(Indicate applicable limits of coverage or other conditions in the fill point below.)*

[ ] **§ B.2.5.2 Other Insurance**
(List below any other insurance coverage to be provided by the Owner and any applicable limits.)

Coverage	Limits

ARTICLE B.3 CONSTRUCTION MANAGER'S INSURANCE AND BONDS
§ B.3.1 General
§ B.3.1.1 Certificates of Insurance. The Construction Manager shall provide certificates of insurance acceptable to the Owner on an ACORD form evidencing compliance with the requirements in this Article B.3 at the following times: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner's written request. An additional certificate evidencing continuation of commercial liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the periods required by Section B.3.2.1 and Section B.3.3.1. The certificates will show the Owner as an additional insured on the Construction Manager's Commercial General Liability and excess or umbrella liability policy or policies. At Owner's request, the Construction Manager shall provide Owner a copy of the policies of insurance required hereunder. Owner's failure to require the submission of the certificates of insurance, or any of them, shall not excuse the Construction Manager of its obligation to procure and maintain the insurance required herein.

§ B.3.1.2 Deductibles and Self-Insured Retentions. The Construction Manager shall disclose to the Owner any deductible or self- insured retentions applicable to any insurance required to be provided by the Construction Manager.

§ B.3.1.3 Additional Insured Obligations. The Construction Manager shall cause the commercial general liability coverage to include (1) the Owner, the Architect, and the Architect's consultants as additional insureds for claims caused in whole or in part by the Construction Manager's negligent acts or omissions during the Construction Manager's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Construction Manager's negligent acts or omissions for which loss occurs during completed operations. The additional insured coverage shall be primary and non-contributory to any of the Owner's general liability insurance policies and shall apply to both ongoing and completed operations. To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) forms CG 20 10 07 04, CG 20 37 07 04, and, with respect to the Architect and the Architect's consultants, CG 20 32 07 04.

§ B.3.2 Construction Manager's Required Insurance Coverage
§ B.3.2.1 The Construction Manager shall purchase and maintain the following types and limits of insurance from an insurance company or insurance companies lawfully authorized to issue insurance in Texas having a financial rating of B+VI or better as assigned by the A.M. BEST Company or equivalent. The Construction Manager shall maintain

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the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:
(If the Construction Manager is required to maintain insurance for a duration other than the expiration of the period for correction of Work, state the duration.)

With respect to the Construction Manager's completed operations coverage, the duration shall continue through the end of any required maintenance of completed operations.

§ B.3.2.2 Commercial General Liability

§ B.3.2.2.1 Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than One Million Dollars ($ 1,000,000.00) each occurrence, Two Million Dollars ($ 2,000,000.00) general aggregate, and Two Million Dollars ($ 2,000,000.00) aggregate for products-completed operations hazard, providing coverage for claims including

.1 damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;
.2 personal injury and advertising injury;
.3 damages because of physical damage to or destruction of tangible property, including the loss of use of such property;
.4 bodily injury or property damage arising out of completed operations; and
.5 the Construction Manager's indemnity obligations under Section 3.18 of the General Conditions.

§ B.3.2.2.2 The Construction Manager's Commercial General Liability policy under this Section B.3.2.2 shall not contain an exclusion or restriction of coverage for the following:

.1 Claims by one insured against another insured, if the exclusion or restriction is based solely on the fact that the claimant is an insured, and there would otherwise be coverage for the claim.
.2 Claims for property damage to the Construction Manager's Work arising out of the products-completed operations hazard where the damaged Work or the Work out of which the damage arises was performed by a Subcontractor.
.3 Claims for bodily injury other than to employees of the insured.
.4 Claims for indemnity under Section 3.18 of the General Conditions arising out of injury to employees of the insured.
.5 Claims or loss excluded under a prior work endorsement or other similar exclusionary language.
.6 Claims or loss due to physical damage under a prior injury endorsement or similar exclusionary language.
.7 Claims related to residential, multi-family, or other habitational projects, if the Work is to be performed on such a project.
.8 Claims related to roofing, if the Work involves roofing.
.9 Claims related to exterior insulation finish systems (EIFS), synthetic stucco or similar exterior coatings or surfaces, if the Work involves such coatings or surfaces.
.10 Claims related to earth subsidence or movement, where the Work involves such hazards.
.11 Claims related to explosion, collapse and underground hazards, where the Work involves such hazards.

§ B.3.2.3 Automobile Liability covering vehicles owned, hired and non-owned vehicles used, by the Construction Manager, with policy limits of not less than Five Hundred Thousand Dollars ($ 500,000.00) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles along with any other statutorily required automobile coverage.

§ B.3.2.4 The Construction Manager may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella insurance policies result in the same or greater coverage as the coverages required under Section B.3.2.2 and B.3.2.3, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ B.3.2.5 Workers' Compensation at statutory limits.

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§ B.3.2.6 Employers' Liability with policy limits not less than Five Hundred Thousand Dollars ($ 500,000.00) each accident, Five Hundred Thousand Dollars ($ 500,000.00) each employee, and Five Hundred Thousand Dollars ($ 500,000.00) policy limit.

§ B.3.2.7 Intentionally Deleted.

§ B.3.2.8 If the Construction Manager is required to furnish professional services as part of the Work, the Construction Manager shall procure Professional Liability insurance covering performance of the professional services, with policy limits of not less than One Million Dollars ($ 1,000,000.00) per claim and One Million Dollars ($ 1,000,000.00) in the aggregate.

§ B.3.2.9 If the Work involves the transport, dissemination, use, or release of pollutants, the Construction Manager shall procure Pollution Liability insurance, with policy limits of not less than One Million Dollars ($ 1,000,000.00) per claim and One Million Dollars ($ 1,000,000.00) in the aggregate.

§ B.3.2.10 Coverage under Sections B.3.2.8 and B.3.2.9 may be procured through a Combined Professional Liability and Pollution Liability insurance policy, with combined policy limits of not less than One Million Dollars ($ 1,000,000.00) per claim and One Million Dollars ($ 1,000,000.00) in the aggregate.

§ B.3.2.11 Intentionally Deleted.

§ B.3.2.12 Intentionally Deleted.

§ B.3.3 Construction Manager's Other Insurance Coverage

§ B.3.3.1 Insurance selected and described in this Section B.3.3 shall be purchased from an insurance company or insurance companies lawfully authorized to issue insurance in Texas having a financial rating of B+VI or better as assigned by the A.M. BEST Company or equivalent. The Construction Manager shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:

(If the Construction Manager is required to maintain any of the types of insurance selected below for a duration other than the expiration of the period for correction of Work, state the duration.)

Umbrella or Excess Liability insurance with a minimum limit of $2,000,000.00.

§ B.3.3.2 The Construction Manager shall purchase and maintain the following types and limits of insurance in accordance with Section B.3.3.1.

(Select the types of insurance the Construction Manager is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. Where policy limits are provided, include the policy limit in the appropriate fill point.)

[X] **§ B.3.3.2.1** Property insurance of the same type and scope satisfying the requirements identified in Section B.2.3, which, if selected in this Section B.3.3.2.1, relieves the Owner of the responsibility to purchase and maintain such insurance except insurance required by Section B.2.3.1.3 and Section B.2.3.3. The Construction Manager shall comply with all obligations of the Owner under Section B.2.3 except to the extent provided below. The Construction Manager shall disclose to the Owner the amount of any deductible, and the Owner shall be responsible for losses within the deductible. Upon request, the Construction Manager shall provide the Owner with a copy of the property insurance policy or policies required. The Owner shall adjust and settle the loss with the insurer and be the trustee of the proceeds of the property insurance in accordance with Article 11 of the General Conditions unless otherwise set forth below:

(Where the Construction Manager's obligation to provide property insurance differs from the Owner's obligations as described under Section B.2.3, indicate such differences in the space below. Additionally, if a party other than the Owner will be responsible for adjusting and settling a loss with the insurer and acting as the trustee of the proceeds of property insurance in accordance with Article 11 of the General Conditions, indicate the responsible party below.)

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[ ] **§ B.3.3.2.2**. Intentionally Deleted.

[ ] **§ B.3.3.2.3 Asbestos Abatement Liability Insurance**, with policy limits of not less than ($) per claim and ($) in the aggregate, for liability arising from the encapsulation, removal, handling, storage, transportation, and disposal of asbestos-containing materials.

[ ] **§ B.3.3.2.4** Insurance for physical damage to property while it is in storage and in transit to the construction site on an "all-risks" completed value form.

[ ] **§ B.3.3.2.5** Property insurance on an "all-risks" completed value form, covering property owned by the Construction Manager and used on the Project, including scaffolding and other equipment.

[ ] **§ B.3.3.2.6 Other Insurance**
(List below any other insurance coverage to be provided by the Construction Manager and any applicable limits.)

Coverage	**Limits**

§ B.3.4 Performance Bond and Payment Bond
The Construction Manager shall provide surety bonds, from a company or companies lawfully authorized to issue surety bonds in Texas, as follows:
(Specify type and penal sum of bonds.)

Type	**Penal Sum ($0.00)**
Payment Bond	In the total amount of the Cost of the Work, as modified during the term of construction
Performance Bond	In the total amount of the Cost of the Work, as modified during the term of construction

Payment and Performance Bonds shall be AIA Document A312™, Payment Bond and Performance Bond, or contain provisions identical to AIA Document A312™ or as required by the Texas Government Code, current as of the date of this Agreement.

ARTICLE B.4 SPECIAL TERMS AND CONDITIONS
Special terms and conditions that modify this Insurance and Bonds Exhibit, if any, are as follows:

Without limiting any of the other obligations or liabilities of the Construction Manager, the Construction Manager shall require each subcontractor of every tier performing work under the Contract, at the subcontractor's own expense, to maintain during the term of the engagement of such subcontractor the types and limits of insurance set forth above that are appropriate with the work being performed. All subcontractors' liability insurance shall name the Construction Manager as an additional insured.

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PAGE 1

A133-2019 Exhibit B v1 (09-10-2020)

This Insurance and Bonds Exhibit is part of the Agreement, between the Owner and the Construction Manager, dated the Fourth day of September in the year Two Thousand Twenty-Five

...

ARBH File No. 6262.0031 City of Sherman/Fire Station No. 3 Renovation

Fire Station No. 3
3200 N. F.M. 1417
Sherman, TX 75092

Updates to the apparatus bay to develop spaces that properly clean and store contaminated items, isolating them from the living areas. The living quarters shall be updated to meet current individual dorm and restroom standards, as well as updates to the kitchen, pantry, and office areas. The building systems will require modification and replacement.

...

City of Sherman
220 W. Mulberry
Sherman, TX 75090

...

Plyler Construction
3505 Texoma Parkway
Sherman, TX 75090

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Prior to commencement of the Work, the Owner shall secure the ~~insurance, and provide evidence of the coverage, required under this Article B.2~~ insurance required under section B.2.3, and, upon the Construction Manager's request, provide ~~a copy of the property insurance policy or policies required by Section B.2.3. The copy of the policy or policies provided shall contain all applicable conditions, definitions, exclusions, and endorsements.~~evidence thereof by a certificate of insurance reasonably acceptable to the Construction Manager.

...

The Owner shall be responsible for purchasing and maintaining the Owner's usual general liability ~~insurance.~~insurance, at Owner's discretion.

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...

§ B.2.3.1 Unless this obligation is placed on the Construction Manager pursuant to Section B.3.3.2.1, the Owner shall ~~purchase~~ provide and maintain, from an insurance company or insurance companies lawfully authorized to issue insurance in ~~the jurisdiction where the Project is located,~~ Texas, property insurance written on a builder's risk "all-risks" completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis. The Owner's property insurance coverage shall be no less than the amount of the initial Contract Sum, plus the value of subsequent Modifications and labor performed and materials or equipment supplied by others. The property insurance shall be maintained until Substantial Completion and thereafter as provided in Section B.2.3.1.3, unless otherwise provided in the Contract Documents or otherwise agreed in writing by the parties to this Agreement. This insurance shall include the interests of the Owner, Construction Manager, Subcontractors, and Sub-subcontractors in the Project as insureds. ~~This insurance shall include the interests of mortgagees as loss payees.~~Loss, if any, shall be adjusted with, and made payable to, the Owner on behalf of all insureds as their interests may appear. The Owner may satisfy this obligation by enrolling the Project in a consortium or agency of the State of Texas that provides coverages of the types and in the amounts set forth herein.

...

§ B.2.3.1.3 Unless the parties agree otherwise, upon Substantial Completion, the Owner shall continue the insurance required by Section B.2.3.1 ~~or, if necessary, replace the insurance policy required under Section B.2.3.1 with property insurance written for the total value of the Project that shall remain in effect~~ until expiration of the period for correction of the Work set forth in Section 12.2.2 of the General Conditions.

...

§ B.2.3.2 Occupancy or Use Prior to Substantial Completion. The Owner's occupancy or use of any completed or partially completed portion of the Work prior to Substantial Completion shall not commence until the insurance company or companies providing the insurance under Section B.2.3.1 have consented in writing to the continuance of coverage. ~~The Owner and the Construction Manager shall take no action with respect to partial occupancy or use~~ Notwithstanding the foregoing, any partial occupancy or use by Owner that would cause cancellation, lapse, or reduction of ~~insurance, unless they agree otherwise in writing.~~insurance does not constitute an event of default by Owner hereunder.

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If the Work involves remodeling an existing structure or constructing an addition to an existing structure, the Owner shall ~~purchase~~ provide and maintain, until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, "all-risks" property insurance, on a replacement cost basis, protecting the existing structure against direct physical loss or damage from the causes of loss identified in Section B.2.3.1, notwithstanding the undertaking of the Work. The Owner shall be responsible for all co-insurance penalties.

...

The Owner ~~shall purchase~~ may, but shall not be required to, provide and maintain the insurance selected and described below.

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§ B.3.1.1 Certificates of Insurance. The Construction Manager shall provide certificates of insurance acceptable to the Owner on an ACORD form evidencing compliance with the requirements in this Article B.3 at the following times: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner's written request. An additional certificate evidencing continuation of commercial liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the periods required by Section B.3.2.1 and Section B.3.3.1. The certificates will show the Owner as an additional insured on the Construction Manager's Commercial General Liability and excess or umbrella liability policy or policies. At Owner's request, the Construction Manager shall provide Owner a copy of the policies of insurance required hereunder. Owner's failure to require the submission of the certificates of insurance, or any of them, shall not excuse the Construction Manager of its obligation to procure and maintain the insurance required herein.

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...

§ B.3.1.3 Additional Insured Obligations. ~~To the fullest extent permitted by law, the~~ The Construction Manager shall cause the commercial general liability coverage to include (1) the Owner, the Architect, and the Architect's consultants as additional insureds for claims caused in whole or in part by the Construction Manager's negligent acts or omissions during the Construction Manager's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Construction Manager's negligent acts or omissions for which loss occurs during completed operations. The additional insured coverage shall be primary and non-contributory to any of the Owner's general liability insurance policies and shall apply to both ongoing and completed operations. To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) forms CG 20 10 07 04, CG 20 37 07 04, and, with respect to the Architect and the Architect's consultants, CG 20 32 07 04.

...

§ B.3.2.1 The Construction Manager shall purchase and maintain the following types and limits of insurance from an insurance company or insurance companies lawfully authorized to issue insurance in ~~the jurisdiction where the Project is located.~~ Texas having a financial rating of B+VI or better as assigned by the A.M. BEST Company or equivalent. The Construction Manager shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:
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With respect to the Construction Manager's completed operations coverage, the duration shall continue through the end of any required maintenance of completed operations.

...

§ B.3.2.2.1 Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than One Million Dollars ($ 1,000,000.00) each occurrence, Two Million Dollars ($ 2,000,000.00) general aggregate, and Two Million Dollars ($ 2,000,000.00) aggregate for products-completed operations hazard, providing coverage for claims including

...

§ B.3.2.3 Automobile Liability covering vehicles owned, hired and non-owned vehicles used, by the Construction Manager, with policy limits of not less than Five Hundred Thousand Dollars ($ 500,000.00) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles along with any other statutorily required automobile coverage.
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§ B.3.2.6 Employers' Liability with policy limits not less than Five Hundred Thousand Dollars ($ 500,000.00) each accident, Five Hundred Thousand Dollars ($ 500,000.00) each employee, and Five Hundred Thousand Dollars ($ 500,000.00) policy limit.

§ B.3.2.7 ~~Jones Act, and the Longshore & Harbor Workers' Compensation Act, as required, if the Work involves hazards arising from work on or near navigable waterways, including vessels and docks~~ Intentionally Deleted.

§ B.3.2.8 If the Construction Manager is required to furnish professional services as part of the Work, the Construction Manager shall procure Professional Liability insurance covering performance of the professional services, with policy limits of not less than One Million Dollars ($ 1,000,000.00) per claim and One Million Dollars ($ 1,000,000.00) in the aggregate.

§ B.3.2.9 If the Work involves the transport, dissemination, use, or release of pollutants, the Construction Manager shall procure Pollution Liability insurance, with policy limits of not less than One Million Dollars ($ 1,000,000.00) per claim and One Million Dollars ($ 1,000,000.00) in the aggregate.

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§ B.3.2.10 Coverage under Sections B.3.2.8 and B.3.2.9 may be procured through a Combined Professional Liability and Pollution Liability insurance policy, with combined policy limits of not less than One Million Dollars ($ 1,000,000.00) per claim and One Million Dollars ($ 1,000,000.00) in the aggregate.

§ B.3.2.11 ~~Insurance for maritime liability risks associated with the operation of a vessel, if the Work requires such activities, with policy limits of not less than ($) per claim and ($) in the aggregate.~~ **Intentionally Deleted.**

§ B.3.2.12 ~~Insurance for the use or operation of manned or unmanned aircraft, if the Work requires such activities, with policy limits of not less than ($) per claim and ($) in the aggregate.~~ **Intentionally Deleted.**

...

§ B.3.3.1 Insurance selected and described in this Section B.3.3 shall be purchased from an insurance company or insurance companies lawfully authorized to issue insurance in ~~the jurisdiction where the Project is located.~~ Texas having a financial rating of B+VI or better as assigned by the A.M. BEST Company or equivalent. The Construction Manager shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:

...

Umbrella or Excess Liability insurance with a minimum limit of $2,000,000.00.

...

[X] **§ B.3.3.2.1** Property insurance of the same type and scope satisfying the requirements identified in Section B.2.3, which, if selected in this Section B.3.3.2.1, relieves the Owner of the responsibility to purchase and maintain such insurance except insurance required by Section B.2.3.1.3 and Section B.2.3.3. The Construction Manager shall comply with all obligations of the Owner under Section B.2.3 except to the extent provided below. The Construction Manager shall disclose to the Owner the amount of any deductible, and the Owner shall be responsible for losses within the deductible. Upon request, the Construction Manager shall provide the Owner with a copy of the property insurance policy or policies required. The Owner shall adjust and settle the loss with the insurer and be the trustee of the proceeds of the property insurance in accordance with Article 11 of the General Conditions unless otherwise set forth below:

[ ] **§ B.3.3.2.2**. Intentionally Deleted.

[ ] ~~**§ B.3.3.2.2 Railroad Protective Liability Insurance**, with policy limits of not less than ($) per claim and ($) in the aggregate, for Work within fifty (50) feet of railroad property.~~

[ ] ~~**§ B.3.3.2.3 Asbestos Abatement Liability Insurance**~~, with policy limits of not less than ($) per claim and ($) in the aggregate, for liability arising from the encapsulation, removal, handling, storage, transportation, and disposal of asbestos-containing materials.

...

The Construction Manager shall provide surety bonds, from a company or companies lawfully authorized to issue surety bonds in ~~the jurisdiction where the Project is located,~~ Texas, as follows:

...

Payment Bond	In the total amount of the Cost of the Work, as modified during the term of construction
Performance Bond	In the total amount of the Cost of the Work, as modified during the term of construction

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Payment and Performance Bonds shall be AIA Document A312™, Payment Bond and Performance Bond, or contain provisions identical to AIA Document ~~A312™,~~ A312™ or as required by the Texas Government Code, current as of the date of this Agreement.

...

Without limiting any of the other obligations or liabilities of the Construction Manager, the Construction Manager shall require each subcontractor of every tier performing work under the Contract, at the subcontractor's own expense, to maintain during the term of the engagement of such subcontractor the types and limits of insurance set forth above that are appropriate with the work being performed. All subcontractors' liability insurance shall name the Construction Manager as an additional insured.

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AIA® Document A201® – 2017

General Conditions of the Contract for Construction

A201-2017 v4 (06-11-2020)

for the following PROJECT:
(Name and location or address)

ARBH File No. 6262.0031 City of Sherman/Fire Station No. 3 Renovation

City of Sherman, Texas
Updates to the apparatus bay to develop spaces that properly clean and store contaminated items, isolating them from the living areas. The living quarters shall be updated to meet current individual dorm and restroom standards, as well as updates to the kitchen, pantry, and office areas. The building systems will require modification and replacement.

THE OWNER:
(Name, legal status and address)

City of Sherman
220 W. Mulberry Street
Sherman, TX 75090
Phone: 903-892-

THE ARCHITECT:
(Name, legal status and address)

Hidell and Associates Architects
3033 Kellway Dr. Suite 120
Carrollton, Texas 75006
Phone: 972-416-4666

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This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

For guidance in modifying this document to include supplementary conditions, see AIA Document A503™, Guide for Supplementary Conditions.

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement, and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding or proposal requirements.

§ 1.1.1.1 The Contractor acknowledges and warrants that it has closely examined all the Contract Documents, that they are suitable and sufficient to enable the Contractor to complete the Work in a timely manner for the Contract Sum, and that they include all work, whether or not shown or described, which reasonably may be inferred to be required or useful for the completion of the Work in full compliance with all applicable codes, laws, ordinances, and regulations.

§ 1.1.2 The Contract

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants, or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties. This Agreement was the result of negotiations between the Owner and Contractor, and has been reviewed by the Owner, Contractor and their respective counsel. Accordingly, this Agreement shall be deemed to be the product of both parties and no ambiguity shall be construed in favor of or against either party.

§ 1.1.3 The Work

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, plant, supplies, skill, supervision, transportation, services and other facilities and things necessary or proper or incidental to the carrying out and completion of the terms of the contract and all other items of cost or value needed to produce, construct and fully complete the public work identified by the contract documents. The Work may constitute the whole or a part of the Project.

§ 1.1.4 The Project

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by Separate Contractors.

§ 1.1.5 The Drawings

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules, and diagrams.

§ 1.1.6 The Specifications

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

§ 1.1.7 Instruments of Service

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their

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respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 1.1.8 Initial Decision Maker
The Initial Decision Maker is the Owner.

§ 1.1.9 EQUAL TO (OR APPROVED EQUAL)
Products by manufacturers other than those specified in the Contract Documents which the Contractor may submit for substitution as equal to those specified in the Contract Documents and which may be incorporated in the Work after review and acceptance by the Architect of the information about such products and acceptance by the Owner.

§ 1.1.10 FORCE MAJEURE
An act of God, fire, tornado, hurricane, flood, earthquake, explosion, war on American soil, civil disturbance, labor strikes, and similar unavoidable circumstances beyond Contractor's control, not caused by the negligent act or omission of Contractor or breach of this Agreement, its Subcontractors, or anyone else for whom Contractor is responsible, and not caused by Contractor's breach of a project labor or a "no strike" agreement.

§ 1.1.11 KNOWLEDGE
The terms "knowledge," "recognize" and "discover," their respective derivatives and similar terms in the Contract Documents, as used in reference to the Contractor, shall be interpreted to mean that which the Contractor knows or should know, recognizes or should recognize and discovers or should discover in exercising the care, skill, and diligence of a diligent and prudent contractor familiar with the work. Analogously, the expression "reasonably inferable" and similar terms in the Contract Documents shall be interpreted to mean reasonably inferable by a diligent and prudent contractor familiar with the work and in accordance with the highest standards in the contracting profession.

§ 1.2 Correlation and Intent of the Contract Documents
§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

§ 1.2.1.1 The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

§ 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

§1.2.4 Specifications determine nature and setting, workmanship and quality of materials; Drawings establish the design, quantities, dimensions and details; schedules give locations.

§1.2.5 Similar conditions may be illustrated by a single detailed drawing. The drawing may be subject to minor adjustments as directed by the Architect to satisfy exact and specific conditions. If discrepancies appear, Contractor shall request interpretation from the Architect prior to proceeding with the Work. Contractor shall not make such interpretations by himself, except at his own risk, responsibility and expense.

§1.2.6 Should Drawings disagree in themselves or with Specifications and are not clarified by addendum, the better quality or greater amount of Work or materials shall be estimated upon and, unless otherwise ordered by Architect in

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writing, shall be performed and furnished. Figures given on Drawings govern scale measurements, and large-scale details govern small scale drawings.

§ 1.3 Capitalization

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles, or (3) the titles of other documents published by the American Institute of Architects.

§ 1.4 Interpretation

In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§ 1.5 Ownership and Use of Drawings, Specifications, and Other Instruments of Service

§ 1.5.1 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and retain all common law, statutory, and other reserved rights, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors, and suppliers are authorized to use and reproduce the Instruments of Service provided to them, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect, and the Architect's consultants.

§ 1.6 Notice

§ 1.6.1 Except as otherwise provided in Section 1.6.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission if a method for electronic transmission is set forth in the Agreement.

§ 1.6.2 Notice of Claims as provided in Section 15.1.3 shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

§ 1.7 Digital Data Use and Transmission

The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.8 Building Information Models Use and Reliance

Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 OWNER

§ 2.1 General

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization.

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Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 2.1.2 Intentionally deleted.

§ 2.2 Evidence of the Owner's Financial Arrangements

§ 2.2.1 Prior to commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence. If commencement of the Work is delayed under this Section 2.2.1, the Contract Time shall be extended appropriately.

§ 2.2.2 Intentionally deleted.

§ 2.2.3 Intentionally deleted.

§ 2.2.4 Where the Owner has designated information furnished under this Section 2.2 as "confidential," the Contractor shall keep the information confidential and shall not disclose it to any other person. However, the Contractor may disclose "confidential" information, after seven (7) days' notice to the Owner, where disclosure is required by law, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or by court or arbitrator(s) order. The Contractor may also disclose "confidential" information to its employees, consultants, sureties, Subcontractors and their employees, Sub-subcontractors, and others who need to know the content of such information solely and exclusively for the Project and who agree to maintain the confidentiality of such information.

§ 2.3 Information and Services Required of the Owner

§ 2.3.1 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

§ 2.3.2 The Owner shall retain an architect lawfully licensed to practice architecture, or an entity lawfully practicing architecture, in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 2.3.3 If the employment of the Architect terminates, the Owner shall employ a successor to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect.

§ 2.3.4 The Owner may furnish existing surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of the information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 2.3.4.1 The furnishing of such information by the Owner shall not relieve the Contractor from its duties under the Contract Documents, specifically as to inspection of the site and the Contract Documents. The Owner shall not be required to furnish the Contractor with any information as to subsurface conditions. If the Owner or the Architect has made any investigations of subsurface conditions, such investigations were made solely for the information of the Owner and Architect and not for the Contractor's information. No such information shall be construed to be a part of the Contract Documents. The Contractor acknowledges that, if Owner or Architect furnishes any such information to the Contractor, no waiver of the foregoing shall be implied, and the Contractor shall not be entitled to rely on such information but rather shall conduct its own investigation of such subsurface conditions. Further, no warranty of the accuracy of any such information shall be implied. The Contractor warrants that it is experienced in the type of Work undertaken pursuant to this contract and has the necessary expertise to form its own conclusions as to the necessity for conducting investigations of a type and nature as is calculated by Contractor to provide it with the necessary information so as to properly carry out the Work hereunder. . If the Contractor discovers conditions that vary significantly from those that it anticipated or that it would not have reasonable inferred from the

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examination of the site and available information, the Contractor may seek an equitable adjustment in the Contract Time or Contract Sum, or both.

§ 2.3.5 The information identified in Section 2.3,4, above, is not warranted or represented by the Owner to be accurate. The Contractor will not be entitled to rely on it and shall exercise proper precautions relating to the safe performance of the Work. If the Contractor does rely on such information, then Contractor does so at its own risk. When such information is provided by the Owner, the Contractor acknowledges that the Owner has not verified such information. Site plans prepared by Owner's design professionals or others are based on surveys performed by consultants, and have not been verified by the Owner. Site plans do not constitute any representation by the Owner to the Contractor of Site boundaries or other characteristics.

§ 2.3.6 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.

§ 2.4 Owner's Right to Stop the Work

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3, nor shall the exercise of the Owner's right hereunder give rise to any claim by Contractor for additions to the Contract Sum or Contract Time.

§ 2.5 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect, or failure. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.

§ 2.6 ADDITIONAL RIGHTS

§ 2.6.1 The rights stated in Article 2 shall be in addition and not in limitation of any other rights of the Owner granted in the Contract Documents or at law or in equity.

§ 2.6.2 The Owner reserves the right to have the Contractor and/or subcontractors remove person(s) and/or personnel from any and all work on the Project with cause but without cost to the Owner. Such requests from the Owner may be made verbally or in writing and may be done directly or indirectly through the Architect/Engineer or on-site representative. Cause may be, but not limited to, any of the following: incompetence, poor workmanship, poor scheduling abilities, poor coordination, disruptive to the facility or others, poor management, cause delay or delays, disruptive to the project, will not strictly adhere to facility procedures and project requirements either willfully or unknowingly, insubordination, drug/alcohol use, possession of contraband, belligerent acts or actions, etc. The Contractor shall provide replacement person(s) and/or personnel acceptable to the Owner at no cost to the Owner.

ARTICLE 3 CONTRACTOR

§ 3.1 General

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

§ 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents.

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§ 3.1.3 The Contractor shall not be relieved of its obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has carefully examined the Contract Documents and the site, and represents that the Contractor is thoroughly familiar with the nature and location of the Work, the site, the specific conditions under which the Work is to be performed, and all matters that may in any way affect the Work or its performance. The Contractor further represents that as a result of such examinations and investigations, the Contractor thoroughly understands the Contract Documents and their intent and purpose, and is familiar with all applicable codes, ordinances, laws, regulations, and rules as they apply to the Work, and that the Contractor will abide by same. Claims for additional time or additional compensation as a result of the Contractor's failure to follow the foregoing procedure and to familiarize itself with all local conditions and the Contract Documents will not be permitted.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.4, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents. If a dimensional discrepancy exists, the Contractor shall take field measurements required for the proper fabrication and installation of the work. Upon commencement of any items of work, the Contractor shall be responsible for dimensions related to such item of Work and shall make any corrections necessary to make work properly fit at no additional cost to the Owner.

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall submit Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner, subject to Section 15.1.7, as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities unless such error, inconsistency or omission could be ascertained from a careful study of the Contract Documents.

§ 3.3 Supervision and Construction Procedures

§ 3.3.1 Contractor acknowledges that timely completion of the Work in accordance with the terms of said Documents is of crucial importance to Owner. Contractor shall provide the best skill and judgment of its officers and employees and shall cooperate with Owner and Architect to further the interests of Owner and to bring about timely completion of the Work. Contractor shall furnish sufficient business administration and superintendence and provide at all times an adequate supply of labor and materials to secure execution of the Work in the best and soundest way and in the most expeditious and economical manner consistent with the interests of Owner. In the event of delays and/or unforeseen events, whether or not the same should entitle Contractor to an adjustment in the Contract Sum and/or Contract Time pursuant to Articles 7 and 8 hereof, Contractor shall use diligent efforts to maintain scheduled completion dates. Such efforts shall include rephasing events, decreasing overly conservative durations on subsequent events, increasing activity overlap, and using float on noncritical events. The float available in the Progress Schedule shall be used by Owner and Contractor whenever possible to offset the impact of

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delays. Contractor shall be responsible for coordinating its Work with the Work of any other contractors and/or activities at the job site.

§ 3.3.2 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and shall be solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely notice to the Owner and Architect, and shall propose alternative means, methods, techniques, sequences, or procedures. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. Unless the Architect objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures.

§ 3.3.3 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

§ 3.3.4 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 3.3.5 Contractor shall give notices and comply with applicable laws, ordinances, rules, regulations, and lawful orders of public authorities bearing on the Work, including those with respect to the safety of persons and property and their protection from damages, injury, or loss. Contractor shall promptly remedy damage and loss to property at the site caused in whole or in part by Contractor, its Subcontractor, or anyone directly or indirectly employed by any of them or by anyone for whose acts they may be liable, except for damage or loss attributable solely to acts or omissions of Owner or Architect or by anyone for whose acts either of them may be liable and not attributable to the fault or negligence of Contractor, its Subcontractor, or anyone directly or indirectly employed by them. The foregoing obligations of the Contractor are in addition to Contractor's obligations under other provisions hereunder.

§ 3.3.6 Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect or by test, inspections, or approvals required or performed by persons other than Contractor.

§ 3.3.7 Contractor has the responsibility to ensure that all material suppliers and Subcontractors, their agents, and employees adhere to the Contract Documents, and that they order materials on time, taking into account the current market and delivery conditions, and that they provide materials on time. Contractor shall coordinate its Work with that of all others on the Project, including coordinating deliveries, storage, installations, and use of construction utilities. Contractor shall be responsible for the space requirements, location, and routing of its equipment. Contractor shall meet with all others involved before installation to plan the most effective and efficient method of overall installation.

§ 3.3.8 Contractor shall establish and maintain bench marks and all other grades, lines, and levels necessary for the Work; report errors or inconsistencies to Owner and Architect before commencing Work; and, if applicable, review the placement of the building(s) and permanent facilities on the site with Owner and Architect after all lines are staked out and before foundation Work is started. Contractor shall provide access to the Work for Owner, the Architect, other persons designated by Owner, and governmental inspectors. Any encroachments made by Contractor or its Subcontractors on adjacent properties caused by construction as revealed by an improvements survey, except for encroachments, arising from errors or omissions not reasonably discoverable by Contractor in the Contract Documents, shall be the sole responsibility of Contractor, and Contractor shall correct such encroachments within thirty (30) days of the improvement survey (or as soon thereafter as reasonably possible), at Contractor's sole cost and expense, either by the removal of the encroachment (and subsequent reconstruction on the Project site) or agreement with the adjacent property owner(s) (in form and substance satisfactory to Owner in its sole discretion) allowing the encroachments to remain.

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§ 3.3.9 Contractor shall verify at the Work site the measurements indicated on the Drawings and Specifications and shall establish correctly the lines, levels, and positions for the Work and be responsible for their accuracy and proper correlation with control lines, monuments, and data, as established by surveys furnished by Owner. Work shall be erected square, plumb, level, true to line and grade, in the exact plane and to the correct elevation and/or sloped to drain as indicated. To ensure the proper execution of its subsequent Work, Contractor shall measure all work already in place (including but not limited to utilities and grades installed or prepared by others) and shall at once report to Architect and Owner any discrepancy between said work and the Drawings and Specifications for the Work.

§ 3.3.10 Any discrepancy or omission in the dimensions or elevations shown on the Drawings and Specifications or found in previous work which may prevent accurate layout or construction of the Work, shall immediately be reported by Contractor to Owner and Architect. If Contractor performs, permits, or causes performance of any Work when Contractor knows or reasonably should have known that such discrepancy or omission exists, without first obtaining further instruction from Architect or Owner, Contractor shall bear any and all costs arising therefrom including, without limitation, the costs of correction thereof without increase or adjustment in the Contract Sum. Omissions from the Drawings or Specifications, or the mis-description of details of Work which are reasonably inferable in order to carry out the intent of the Drawings and Specifications, or which are customarily performed, shall not relieve Contractor from performing such omitted or mis-described details of the Work, and they shall be performed as if fully and correctly set forth and described in the Drawings and Specifications, at no additional cost to Owner.

§3.3.11 Contractor shall bear sole responsibility for design and execution of acceptable trenching and shoring procedures, in accordance with State of Texas HB 662 and HB 665. On trench excavations in excess of five feet in depth, Contractor shall pay a qualified engineer to prepare detailed plans and specifications directing Contractor in the safe execution of trenching and shoring, unless other procedures are reviewed and accepted in writing by the applicable authorities prior to commencing trenching work.

§ 3.4 Labor and Materials

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 3.4.2 Except in the case of minor changes in the Work approved or authorized by the Architect in accordance with Section 3.12.8 or ordered by the Architect in accordance with Section 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.

§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them. Smoking and chewing of tobacco products is prohibited in enclosed new construction. No glass bottles shall be brought on the construction site or Owner's property by any construction personnel.

§3.4.4 Not later than 30 days from the contract date, the Contractor shall provide a list showing the name of the manufacturer proposed to be used for each major product identified in the specifications and the name of the installing subcontractor.

§3.4.5 After the Contract has been executed, the Owner and Architect will consider a formal request for the substitution of products equal to those specified.

§3.4.6 By making requests for substitutions based on Subparagraph 3.4.5 above, the Contractor:

.1 represents that the Contractor has personally investigated the proposed substitute product and determined that it is equal or superior in all respects to that specified;

.2 represents that the Contractor will provide the same warranty for the substitution that the Contractor would for that specified;

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.3 certifies that the cost data presented is complete and includes all related costs under this Contract except the Architect's redesign costs, and waives all claims for additional costs related to the substitution which subsequently become apparent; and

.4 will coordinate the installation of the accepted substitute, making such changes as may be required for the Work to be complete in all respects.

§3.4.7 The Contractor shall not use any materials in the work that contain lead or asbestos materials in excess of amounts allowed by local/state standards, laws, codes, rules and regulations, Federal Environmental Protection Agency (EPA) standards and the Federal Occupational Safety and Health Administration (OSHA) standards, whichever are most restrictive.

§ 3.5 Warranty

§ 3.5.1 The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. The Contractor further warrants that all workmanship shall be of the highest quality and in full conformance with the Contract Documents, and that all labor shall be performed by persons well qualified in their respective trades. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.5.2 All material, equipment, or other special warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner.

§ 3.6 Taxes

The Contractor shall pay all sales, consumer, use and other similar taxes required by law. The Owner is an exempt organization as defined by the Limited Sales and Excise Use Tax Act of Texas. The Contractor may issue an exemption certification(s) in lieu of sales tax on the purchase, rental, or lease of all materials, supplies, equipment and other tangible personal property incorporated into the property being improved by virtue of this Contract, as well as all materials, supplies, equipment, and other tangible personal property used or consumed by the Contractor in performing this Contract with the Owner. The Contractor may issue exemption certificate(s) to its suppliers in lieu of said sales tax for all of said materials and supplies. The uses of said materials and supplies for which an exemption from the said sales tax is claimed and any such exemption certificate(s) shall comply with the applicable rulings of the State Comptroller.

§ 3.7 Permits, Fees, Notices and Compliance with Laws

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

§ 3.7.3 If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 3.7.4 Concealed or Unknown Conditions

If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 10 days

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after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend that an equitable adjustment be made in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor in writing, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may proceed as provided in Article 15.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

§ 3.8 Allowances

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

§ 3.8.2 Unless otherwise provided in the Contract Documents,

- **.1** allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- **.2** Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and
- **.3** whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.

§ 3.9 Superintendent

§ 3.9.1 Prior to starting work, Contractor shall designate the Project Manager, Superintendent, and other key individuals who shall be assigned to the Project through and including Final Completion. The Superintendent shall be in attendance at the Project site throughout the Work, including completion of the punchlist. The Superintendent shall be approved by Owner in its sole discretion. Said representative shall be qualified in the type of Work to be undertaken and shall not be changed during the course of construction without the prior consent of Owner. Should a representative leave Contractor's employ, Contractor shall promptly designate a new representative. Owner shall have the right, at any time, to direct a change in Contractor's representative if their performance is unsatisfactory. In the event of such demand, Contractor shall, within seven (7) days after notification thereof, replace said individual(s) with an individual satisfactory to Owner, in Owner's sole discretion. If said replacement is disapproved, the Contractor may, at Owner's option, be terminated for cause. The Superintendent shall represent Contractor, and communications given to the Superintendent shall be as binding as if given to the Contractor. Owner shall have no obligation to direct or monitor Contractor's employees.

§ 3.9.2 Intentionally deleted.

§ 3.9.3 Intentionally deleted.

§ 3.10 Contractor's Construction and Submittal Schedules

§ 3.10.1 Contractor, promptly after being awarded the Contract for Construction and before commencing Work, shall prepare and submit for Owner's and Architect's review and approval a preliminary schedule for the Work. Within

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ten (10) days following Owner's Notice to Proceed, Contractor shall provide to Owner and Architect a schedule of performance of the Work, showing timely completion of the Work and timely achievement of each Milestone Date as required by the Contract for Construction and meeting all other requirements of this Section 3.10 (the "Progress Schedule"). Upon receipt of Contractor's proposed Progress Schedule, Owner may accept the proposed Progress Schedule as submitted or reject it, noting deficiencies. If such schedule is requested, the deficiencies noted shall be corrected and a new proposed Progress Schedule shall be submitted within ten (10) days. In any case, a complete Progress Schedule must be approved by Owner prior to any payments' being made.

§ 3.10.2 The Progress Schedule shall be in the form of a network using critical path methodology (CPM), clearly showing construction activities, dependencies, and durations. The critical path activities shall be highlighted, float time for noncritical activities shall be shown, and the start and stop stated for each activity shall be listed. Longer-duration activities shall be broken into subactivities when the Work can be completed in phases (i.e., south half, north half, etc.). Contractor will be allowed flexibility in schedule, logic, and content; however, the Progress Schedule must be broken down by all trades, indicating ordering, delivery, and Milestone Dates, and the following activities must be included in all cases, if covered by the Scope of Work: (a) award of Contract; (b) site delivery and mobilization; (c) demolition; (d) pour foundations; (e) underground utilities; (f) pour slabs phase; (g) exterior walls phase; (h) columns; (i) floor and roof structure phase; (j) roof decking; (k) roofing (drying); (l) HVAC duct work; (m) fire sprinkler piping; (n) interior stud walls phase; (o) drywall; (p) lath and plaster phase; (q) painting phase; (r) ordering and delivery of long-lead materials; (s) completion of any parking structures; and (t) Milestone Dates. For all long-lead materials and for the purchase of any materials or equipment with a cost of $5,000 or more, the Progress Schedule shall include a Material Purchase Log, indicating the item of material or equipment, the quantity required, the estimated lead time, and, to the extent known, Contractor's purchase order number, the date ordered, the scheduled delivery date, and the actual or committed delivery date.

§ 3.10.3 The Contractor shall perform the Work in accordance with the Progress schedule as well as within the Milestone Dates and completion dates specified in the Contract for Construction. The times set forth in the Contract for Construction for all Milestone Dates and the time of completion must govern, and the Progress Schedule must be adjusted to meet these dates. Contractor shall maintain such Progress Schedule on a current basis in accordance with the provisions of this Section 3.10 and shall keep proper records to substantiate actual activity durations and completion dates.

§ 3.10.4 Contractor shall submit to Owner monthly with each application for payment, and at such additional times as may be required by Owner, three copies of a Monthly Status Report in such form as Owner reasonably requests. Each Monthly Status Report shall concisely but completely describe, in narrative form, the then current status of the Work including, without limitation:

§ 3.10.4.1 A review of actual progress during the month in comparison to the Progress Schedule and, if actual progress is behind schedule, discussion of any "workaround" or "catch-up plan" that Contractor has employed or will employ to recover the original Progress Schedule;

§ 3.10.4.2 A concise statement of the outlook for meeting future Progress Schedule dates, and the reasons for any change in outlook from the previous report;

§ 3.10.4.3 A concise statement of significant progress on major items of Work during the report period, and progress photographs as necessary to document the current status of the Work;

§ 3.10.4.4 A review of any significant technical problems encountered during the months and the resolution or plan for resolution of such problems;

§ 3.10.4.5 An explanation of any corrective action taken or proposed;

§ 3.10.4.6 A complete review of the status of Change Orders, including a review of any changes in the critical path of the construction Progress Schedule which result from Change Orders approved by Owner during the month, as well as a review of the schedule impact of Change Order requests then pending;

§ 3.10.4.7 A summary of any Claims anticipated by Contractor with respect to the Work, including the anticipated cost and schedule impacts of any such Claims;

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§ 3.10.4.8 A cumulative summary of the number of days of, and the extent to which the progress of the Work was delayed by, any of the causes for which Contractor could be entitled to an extension of the Contract Time;

§ 3.10.4.9 A marked copy of the current Progress Schedule showing the status of each element of the Work; and

§ 3.10.4.10 An updated Material Purchase Log.

§ 3.10.5 Contractor shall submit to Owner monthly with each application for payment, and at such additional times as may be required by Owner, for Owner's review and approval, three copies of an updated Progress Schedule meeting all the requirements of this Section 3.10, including:

§ 3.10.5.1 Actual versus estimated percent completion for each activity and Project total;

§ 3.10.5.2 Actual versus estimated work in place for each activity and Project total;

§ 3.10.5.3 Actual versus estimated manpower for each activity and Project total;

§ 3.10.5.4 Actual versus estimated cash flow; and

§ 3.10.5.5 Any change in the critical path.

§ 3.10.6 If the progress of the Work is behind the Progress Schedule to such an extent that Owner reasonably determines that Contractor will be unable to meet any of the critical path dates set forth in the Progress Schedule, including without limitation any Milestone Date, Owner may direct Contractor to accelerate its work, at Contractor's own cost, without any adjustment to the Contract Sum. Such acceleration may include employing such additional forces or paying such additional overtime wages as may be required to place the progress of the Work in conformity with the Progress Schedule and to assure timely substantial completion of the Work and achievement of all Milestone Dates.

§ 3.10.7 In addition, if the progress of the Work is behind the Progress Schedule to such an extent that Owner reasonably determines that Contractor will be unable to meet any of the critical path dates set forth in the Progress Schedule, including without limitation any Milestone Date, or Contractor fails to take prompt and adequate corrective action to Owner's satisfaction to bring the progress of the Work in compliance with the Progress Schedule, Owner may, in addition to any other right or remedy provided herein, proceed as provided in Sections 2.3, 2.4., or 2.5.

§ 3.10.8 Whenever significant changes to the Project occur, such as added or deleted activities, they must be reflected on a revised Progress Schedule to be submitted Owner for its review and approval.

§ 3.10.9 Contractor shall be responsible on a daily basis to maintain all information which affects the length of specific activities on the Progress Schedule, times when Contractor will perform specific jobs, and other data relevant to the Progress Schedule as required by the Architect or Owner. Contractor shall make available at any time such information for review by the Architect or Owner.

§ 3.10.10 Contractor shall prepare and keep current, for Architect's review, a schedule of submittals which is coordinated with Contractor's Progress Schedule, and allow the Architect reasonable time to review submittals.

§ 3.11 Documents and Samples at the Site

The Contractor shall maintain at the Project site, the Contract Documents, including the Drawings, Specifications, Addenda, Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form and paper copy, available to the Architect and Owner, and delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

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§ 3.12 Shop Drawings, Product Data and Samples

§ 3.12.1 Shop Drawings are drawings, diagrams, schedules, and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier, or distributor to illustrate some portion of the Work.

§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

§ 3.12.3 Samples are physical examples that illustrate materials, equipment, or workmanship, and establish standards by which the Work will be judged.

§ 3.12.4 Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate how the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve, and submit to the Architect, Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents, in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of Separate Contractors.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples, or similar submittals, until the respective submittal has been approved by the Architect. Should the Contractor Subcontractors or Sub-subcontractors install, construct, erect or perform any portion of the Work without approval of any requisite submittal, the Contractor shall bear the costs, responsibility, and delay for removal, replacement, and/or correction of any and all items, material, and /or labor.

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from the requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples, or similar submittals, unless the Contractor has specifically notified the Architect of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals, by the Architect's approval thereof.

§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples, or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such written notice, the Architect's approval of a resubmission shall not apply to such revisions.

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures. The Contractor shall not be required to provide professional services in violation of applicable law.

§ 3.12.10.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall be entitled to rely

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upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings, and other submittals related to the Work, designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications, and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor all performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review and approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 3.12.10.2 If the Contract Documents require the Contractor's design professional to certify that the Work has been performed in accordance with the design criteria, the Contractor shall furnish such certifications to the Architect at the time and in the form specified by the Architect.

§ 3.13 Use of Site

§ 3.13.1 The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

§3.13.2 The Contractor shall ensure that the Work is at all times performed in a manner that affords reasonable access, both vehicular and pedestrian, to the site of the Work and all adjacent areas. The Work shall be performed, to the fullest extent reasonably possible, in such a manner that public areas adjacent to the site of the Work shall be free from all debris, building materials and equipment likely to cause hazardous conditions. Without limitation of any other provision of the Contract Document, Contractor shall not interfere with the occupancy or beneficial use of (1) any areas and buildings adjacent to the site of the Work or (2) the Work in the event of partial occupancy. Contractor shall assume full responsibility for any damage to the property comprising the Work or to the owner or occupant of any adjacent land or areas resulting from the performance of the Work.

§3.13.3 Operating systems, utilities and services, serving the existing building and project site shall be maintained in operation to serve the needs of the building and site not involved in the Work under this Contract at all times during the progress of the Work under the Contract, except for such short periods as are absolutely necessary to perform the Work. Such operating systems, utilities and services include, but are not limited to, water, electric power, natural gas, heating, ventilating, air conditioning, sanitary sewer, fire alarm, telephone, security, cable television and communications cabling. Prior to interrupting or otherwise affecting any such operating system, utility or service, Contractor shall consult with Owner and Architect to establish a mutually satisfactory schedule for cut over, cut off, disruption or other change in operation of the affected system, utility or service. Owner may require that such cut over, cut off, disruption or change in operation be made to occur after normal working hours or on holidays or weekends. Such agreed upon times and dates shall be clearly indicated in a written memorandum among the parties; and once established and agreed to, schedules of disruption of systems, services and utilities shall be strictly adhered to, unless later changed in writing by mutual agreement of the parties.

§3.13.4 The Contractor shall not permit any workers to use any existing facilities at the site, including, without limitation, lavatories, toilets, entrances, and parking areas other than those designated by Owner. The Contractor, Subcontractors of any tier, suppliers and employees shall comply with instructions or regulations of the Owner governing access to, operation of, and conduct while in or on the premises and shall perform all Work required under the Contract Documents in such a manner as not to unreasonably interrupt or interfere with the conduct of Owner's operations.

§3.13.5 The Contractor shall provide and maintain temporary "all-weather" emergency vehicle access roads as Fire Lanes, as required by the appropriate governmental entity having jurisdiction, until complete construction of all fire lanes. Fire lanes shall be maintained and remain accessible at all times.

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§ 3.14 Cutting and Patching

§ 3.14.1 The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting, or patching shall be restored to the condition existing prior to the cutting, fitting, or patching, unless otherwise required by the Contract Documents.

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or Separate Contractors by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter construction by the Owner or a Separate Contractor except with written consent of the Owner and of the Separate Contractor. Consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold, from the Owner or a Separate Contractor, its consent to cutting or otherwise altering the Work.

§ 3.15 Cleaning Up

§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract and shall be responsible for daily clean-up of construction materials and dust control. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials from and about the Project and shall clean all glass surfaces and leave the Work "broom clean", or its equivalent, except as otherwise specified.

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the Owner shall be entitled to reimbursement from the Contractor.

§ 3.16 Access to Work

The Contractor shall provide the Owner and Architect, and their representatives, access to the Work in preparation and progress at all times and wherever located and shall provide proper and safe facilities for such access.

§ 3.17 Royalties, Patents and Copyrights

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications, or other documents prepared by the Owner or Architect. However, if the Contractor has reason to believe that the required design, process or product is an infringement of a copyright or a patent, the Contractor shall be responsible for such loss unless such information is promptly furnished to the Architect.

§ 3.18 Indemnification

§ 3.18.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Owner's officers and trustees, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused in whole or in part by andy act or omission, whether negligent or otherwise, of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section 3.18.

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages (subject to the mutual waiver of consequential damages in Section 15.1.6), compensation, or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

§ 3.19 The Contractor shall maintain a set of Record Drawings on site in good condition and shall use colored pencils to mark-up said set with "record information" in a legible manner to show: (1) bidding addendums, (2)

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executed change orders, (3) deviations from the Drawings made during construction; (4) details in the Work not previously shown; (5) changes to existing conditions or existing conditions found to differ from those shown on any existing drawings; (6) the actual installed position of equipment, piping, conduits, light switches, electric fixtures, circuiting, ducts, dampers, access panels, control valves, drains, openings, and stub-outs; and (7) such other information as either Owner or Architect may reasonably request. The prints for Record Drawing use will be a set of "blue line" prints provided by Architect to Contractor at the start of construction. Upon Substantial Completion of the Work, Contractor shall deliver all Record Drawings to Owner and Architect for approval. If not approved, Contractor shall make the revisions requested by Architect or Owner. Final payment and any retainage shall not be due and owing to Contractor until the final Record Drawings marked by Contractor as required above are delivered to Owner.

§ 3.20 The Contractor shall submit four (4) volumes of operating instructions and service manuals to the Architect at the time of Substantial Completion, or as soon thereafter as practicable. Submission of all of the following shall be a condition precedent to Final Payment to the Contractor. The operating instructions and service manuals shall contain:

.1 Start-up and Shutdown Procedures: Provide a step-by-step write up of all major equipment. When manufacturer's printed start-up, trouble shooting and shut-down procedures are available, they may be incorporated into the operating manual for reference.

.2 Operating Instructions: Written operating instructions shall be included for the efficient and safe operation of all equipment.

.3 Equipment List: List of all major equipment as installed shall include model number, capacities, flow rate, and name-plate data.

.4 Service Instructions: The Contractor shall be required to provide the following information for all pieces of equipment.

(a) Recommended spare parts including catalog number and name of local suppliers or factory representative.

(b) Belt sizes, types, and lengths.

(c) Wiring diagrams.

.5 Manufacturer's Certificate of Warranty:
Manufacturer's Certificate of Warranty shall be obtained for all major equipment. Warranty shall be obtained for at least one year from the date of Substantial Completion. Where longer period is required by the Contract Documents, the longer period shall govern.

.6 Parts catalogs: For each piece of equipment furnished, a parts catalog or similar document shall be provided which identifies the components by number for replacement ordering.

ARTICLE 4 ARCHITECT

§ 4.1 General

§ 4.1.1 The Architect is the person or entity retained by the Owner pursuant to Section 2.3.2 and identified as such in the Agreement.

§ 4.1.2 Duties, responsibilities, and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner, Contractor, and Architect. Consent shall not be unreasonably withheld.

§ 4.1.3 If the employment of the Architect is terminated, the Owner shall employ a successor architect as to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect.

§ 4.2 Administration of the Contract

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until the date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when

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fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of, and will not be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 4.2.4 Communications

The Owner and Contractor shall include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and suppliers shall be through the Contractor. Communications by and with Separate Contractors shall be through the Owner. The Contract Documents may specify other communication protocols.

§ 4.2.5 Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.5.2 and 13.5.3, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5, and 3.12. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences, or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and may authorize minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

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§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more Project representatives to assist in carrying out the Architect's responsibilities at the site. The duties, responsibilities and limitations of authority of such Project representatives shall be as set forth in an exhibit to be incorporated in the Contract Documents.

§ 4.2.11 The Architect will interpret matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 4.2.12 Interpretations of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings.

§ 4.2.13 The Owner shall have final authority on questions relating to aesthetic effect, provided such authority is exercised in a way which is consistent with the intent expressed in the Contract Documents, and any such determination shall be communicated through the Architect.

§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a Separate Contractor or the subcontractors of a Separate Contractor.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

§ 5.2 Award of Subcontracts and Other Contracts for Portions of the Work

§ 5.2.1 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the names of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. The Architect may reply within 14 days to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to any such proposed person or entity or (2) that the Architect requires additional time for review. Failure of the Owner or Architect to reply within the 14-day period shall constitute notice of no reasonable objection.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person, or entity for one previously selected if the Owner or Architect makes reasonable objection to such substitution.

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§5.2.5 Upon request, the Contractor shall provide to the Owner an executed copy of all subcontracts, purchase orders, and other agreements relating to the Work.

§5.2.6 The Contractor shall not sublet the Work as a whole. The approval of subcontractors in no way relieves the Contractor from full responsibility.

§ 5.3 Subcontractual Relations

By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work that the Contractor, by these Contract Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies, and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

§ 5.4 Contingent Assignment of Subcontracts

§ 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

.1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor in writing; and

.2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.

§ 5.4.3 Upon such assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall be relieved of any legal responsibility under the subcontract if the successor contractor assumes Owner's obligations under the subcontract.

§5.5 OWNER PAYMENTS TO SUBCONTRACTORS

§5.5.1 In the event of any default hereunder by the Contractor, or in the event the Owner or Architect fails to approve any Application for Payment that is not the fault of a Subcontractor, the Owner may make direct payment to the Subcontractor, less appropriate retainage. In that event, the amount paid the Subcontractor shall be deducted from the payment to the Contractor.

§5.5.2 Nothing contained herein shall create any obligation on the part of the Owner to make any payments to any Subcontractor, and no payment by the Owner to any Subcontractor shall create any obligation to make any further payments to any Subcontractor.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 Owner's Right to Perform Construction and to Award Separate Contracts

§ 6.1.1 The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the

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Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.

§ 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each Separate Contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with any Separate Contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to its construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, Separate Contractors, and the Owner until subsequently revised.

§ 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces or with Separate Contractors, the Owner or its Separate Contractors shall have the same obligations and rights that the Contractor has under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6, and Articles 10, 11, and 12.

§ 6.2 Mutual Responsibility

§ 6.2.1 The Contractor shall afford the Owner and Separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a Separate Contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Architect of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor that would render it unsuitable for such proper execution and results of the Contractor's Work. Failure of the Contractor to notify the Architect of apparent discrepancies or defects prior to proceeding with the Work shall constitute an acknowledgment that the Owner's or Separate Contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work. The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractor that are not apparent.

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a Separate Contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a Separate Contractor's delays, improperly timed activities, damage to the Work or defective construction.

§ 6.2.4 The Contractor shall promptly remedy damage that the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or Separate Contractor as provided in Section 10.2.5.

§ 6.2.5 The Owner and each Separate Contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

§ 6.3 Owner's Right to Clean Up

If a dispute arises among the Contractor, Separate Contractors, and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Architect will allocate the cost among those responsible.

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

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§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor, and Architect. A Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor. An order for a minor change in the Work may be issued by the Architect alone.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents. The Contractor shall proceed promptly with changes in the Work, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work.

§ 7.2 Change Orders

§ 7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor, and Architect 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.

§ 7.3 Construction Change Directives

§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

- **.1** Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- **.2** Unit prices stated in the Contract Documents or subsequently agreed upon;
- **.3** Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- **.4** As provided in Section 7.3.7.

§ 7.3.4 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed in a Construction Change Directive so that application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 7.3.5 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.6 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.7 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount as determined by Owner. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.7 shall be limited to the following:

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.1 Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, and workers' compensation insurance;

.2 Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;

.3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;

.4 Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change; and

.5 Additional costs of supervision and field office personnel directly attributable to the change.

(Paragraphs Deleted)

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

§ 7.3.10 When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

§ 7.4 Minor Changes in the Work

The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect's order for minor changes shall be in writing. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Architect and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Architect's order for a minor change without prior notice to the Architect that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time.

§ 7.5 AGREED OVERHEAD AND PROFIT RATES

§ 7.5.1 For any adjustments to the Contract Sum based on other than the unit price method, overhead and profit combined shall be calculated at the following percentages of the cost attributable to the change in the Work:

.1 For the Contractor for Work performed by the Contractor's own forces, ten percent (10%) of the cost;

.2 For the Contractor, for Work performed by the Contractor's Subcontractors, five percent (5%) of the amount due the Subcontractor;

.3 For each Subcontractor or Sub-subcontractor involved, for Work performed by that Subcontractor's or Sub-subcontractor's own forces, ten percent (10%) of the cost;

.4 For each Subcontractor, for Work performed by the Subcontractor's Sub-subcontractors, five percent (5%) of the amount due the Sub-subcontractor;

.5 Costs to which overhead and profit is to be applied shall be determined in accordance with Sub-subparagraphs 7.3.7.1 through 7.3.7.5;

.6 When both additions and credits are involved in any one change, the allowance for overhead and profit shall be figured on the basis of the net increase, if any;

.7 To facilitate checking of quotations for extras or credits, all proposals shall be accompanied by a complete itemization of costs including labor, material, and subcontracts. When major cost items are Subcontracts, they shall be itemized also.

8. For the Construction Manager when there are adjustments to the Contract sum that increase the GMP total, the Construction Manager's fee shall be at the percentage established in the contract and the

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combined total of the Construction Manager's fee plus the subcontractors overhead and profit should not exceed 15%.

ARTICLE 8 TIME

§ 8.1 Definitions

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

§ 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined. Claims for extension of time shall be stated in whole or half calendar days.

§ 8.2 Progress and Completion

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, commence the Work prior to the effective date of insurance required to be furnished by the Contractor and Owner.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time. The Contractor shall be substantially complete with all work shown on or before the date specified for substantial completion in the Contract Documents. Extensions to the Completion Date will be granted only in accordance with Section 8.3.5 below.

§ 8.3 Delays and Extensions of Time

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by a wrongful act or neglect of the Owner or Architect, or of an employee of either, or of a separate contractor employed by the Owner; or by changes ordered in the Work; or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Contractor's control; or by other causes that the Architect and Owner determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Architect may determine. Extensions of time shall be granted only because of delay preventing the execution of the major items of work critical to the schedule for completion of the Work.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay caused by either party under other provisions of the Contract Documents.

§ 8.3.4 In the event that the Owner has specified a stipulated completion date, the provisions of 8.3.1 through 8.3.3 do not apply. However, in the event of delay(s) fully beyond the Contractor's control, the Owner may authorize by change order reimbursement for additional costs to accelerate the construction in order to maintain the stipulated completion date.

§ 8.3.5 Extensions of the Contract Time will be made for delays due to weather conditions only when such conditions are more severe and extended than those reflected by the ten (10) year average for the month as evidenced by the National Climatic Data Center's (NCDC's) Surface Data US at http://gis.ncdc.noaa.gov/website/ims-cdo/sod/viewer.htm or other data as mutually agreed by the Architect and Contractor for the Project area or as set forth in an exhibit to the Guaranteed Maximum Price Amendment, if applicable. In allowing delays for weather, the Architect will be entitled to consider weather conditions prevailing throughout the entire Contract period. Extensions of time due to weather or other allowable reasons will be granted on the basis of one (1) calendar day credit for every working day lost, with each separate extension figured to the nearest whole calendar day. The extension of the contract completion time for weather conditions will occur only in the event that the weather in question affected critical activities on the most current Contractor's Construction Schedule, and at least one half of the work force allocated to that item of work was also adversely affected by the

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same weather conditions. Extensions of Contract Time shall be the sole remedy for delays due to weather conditions; compensation shall not be available.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

§ 9.1.1 The Contract Sum is stated in the Agreement and, including authorized adjustments, is the maximum amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents. The Contract Sum may only be increased pursuant to a Change Order signed by the Owner. Completion of the Work is a condition precedent to Owner's obligation to pay the full Contract Sum.

§ 9.1.2 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed so that application of such unit prices to the actual quantities causes substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 9.2 Schedule of Values

Before any work is done on the site and before the first Application for Payment, the Contractor shall submit to the Architect a schedule or breakdown showing the respective amounts (called "values" for convenience) properly allocable to the various portions of the Work and aggregating the total contract sum. Each respective amount or value shall include its part of overhead and profit so that the sum of the items will total the contract sum. Such schedule of values will be prepared so as to facilitate payments by the Contractor to his Subcontractors and shall follow the trade divisions of the specifications so far as practicable. Such schedule and the amount therein shall be in such detail and supported by such data to substantiate its accuracy as the Architect may require. Such schedule, when approved by the Architect, unless it be found to be in error, shall be used only as a basis for the Contractor's Applications for Payment and shall not be taken as evidence of market or other value.

§ 9.3 Applications for Payment

§ 9.3.1 At least fifteen (15) days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. Such application shall be notarized, if required, and supported by such data substantiating the Contractor's right to payment as the Owner or Architect may require, such as copies of requisitions from Subcontractors and material suppliers, and shall reflect retainage if provided for in the Contract Documents. The form of Application for Payment shall be a notarized AIA Document G702, Application and Certification for Payment, supported by AIA Document G703, Continuation Sheet, submitted in quadruplicate.

§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§9.3.1.3 Until Substantial Completion, the Owner shall pay 95 percent of the amount due the Contractor on account of progress payments.

§9.3.1.4 Contractor is to submit to Architect within 15 days of execution of Owner/Contractor Agreement proposed sample of Lien Waiver and Bills Paid affidavit forms for review and acceptance for this Contract.

§9.3.1.5 Monthly Applications for Payment shall include waivers of liens for all work included in the previous months' application for payment. Waiver of Liens for the subcontractors and materialmen shall be the total amount paid prior to the previous months' application for payment.

§9.3.1.6 With each Application for Payment, Contractor shall certify that such Application for Payment represents a just estimate of cost reimbursable to the Contractor under the terms of the Contract Documents and shall also certify that there are not any Mechanics' or Materialmen's Liens outstanding at the date of this Application for Payment, that all due and payable bills with respect to the Work have been paid to date or shall be paid from the proceeds of that Application for Payment, and that there is no known basis for the filing of any Mechanics' or Materialmen's

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Liens against the Surety in connection with the Work, and that waivers and bills paid affidavit forms from all subcontractors and materialmen have been or will be obtained in such form as the Owner may require.

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage, and transportation to the site, for such materials and equipment stored off the site.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall be free and clear of liens, claims, security interests, or encumbrances, in favor of the Contractor, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials, and equipment relating to the Work.

§ 9.4 Certificates for Payment

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; or (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data in the Application for Payment, that, to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion, and to specific qualifications expressed by the Architect. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§9.4.3 Contractor shall include as a separate and distinct line item on his pay request a value for trenching and shoring operations. Contractor shall attach to pay request a notarized letter from shoring engineer that designed Contractor's trenching and shoring systems, addressed to Owner, attesting that engineer has (1) reviewed trenching and shoring systems installed in field and found them in conformance with shoring engineer's detailed plans and specifications, (2) line item on Contractor's pay request accurately represents work installed and/or materials on site, and (3) engineer recommends payment to Contractor of line item for trenching and shoring based on engineer's observations.

§9.4.4 Contractor's monthly Application for Payment that is submitted without required letter from Contractor's shoring engineer described by Subparagraph 9.4.3 is subject to return without review until letter is submitted.

§ 9.5 Decisions to Withhold Certification

§ 9.5.1 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to

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make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

.1 defective Work not remedied;

.2 third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor;

.3 failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;

.4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;

.5 damage to the Owner or a Separate Contractor;

.6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;

.7 repeated failure to carry out the Work in accordance with the Contract Documents; or

.8 **failure to submit a written plan indicating action by Contractor to regain time schedule for completion of Work within the Contract Time**.

§ 9.5.2 Intentionally deleted.

§ 9.5.3 When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.4 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or supplier to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Contractor shall reflect such payment on its next Application for Payment.

§ 9.6 Progress Payments

§ 9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect.

§ 9.6.2 The Contractor shall pay each Subcontractor, no later than seven days after receipt of payment from the Owner, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

§ 9.6.3 The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay, or to see to the payment of money to, a Subcontractor, except as may otherwise be required by law.

§ 9.6.5 The Contractor's payments to suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of any Work.

§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors or provided by suppliers shall

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be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, create any fiduciary liability or tort liability on the part of the Contractor for breach of trust, or entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

§ 9.6.8 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

§ 9.7 Failure of Payment

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents, the amount certified by the Architect, then the Contractor may, upon seven additional days' written notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided for in the Contract Documents.

§ 9.8 Substantial Completion

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when construction is sufficiently complete in accordance with the Contract Documents so that the Owner may occupy and utilize the Work as a whole for the use for which it is intended.

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 9.8.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance, and consent of surety if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§ 9.9 Partial Occupancy or Use

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have

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accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor, and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 In the event of partial use and occupancy by Owner, the Work, or any portion thereof, shall not be deemed substantially complete until the entire Work is substantially complete; and such partial use and occupancy shall not commence any warranty period under the Contract Documents.

§ 9.10 Final Completion and Final Payment

§ 9.10.1 Upon receipt of the Contractor's written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection. When the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect and Owner **(1)** an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, **(2)** a certificate evidencing that insurance required by the Contract Documents to remain in full force after final payment is currently in effect, **(3)** a written statement satisfactory to the Owner that the insurance will cover the period required by the Contract Documents, **(4)** consent of surety, if any, to final payment, **(5)** documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and **(6)** if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner; **(7)** certification by the Contractor that (i) all Work has been completed in accordance with the Contract Documents, (ii) the final Application for Payment includes all claims of the Contractor against the Owner arising in connection with the Project and constitutes a waiver and release of any and all claims not presented in that application except for claims arising out of third party actions, cross-claims and counterclaims, and (iii) the Record Drawings maintained by the Contractor pursuant to the Contract Documents and delivered to the Owner or Architect are complete and accurate in all respects; and **(8)** evidence of compliance with all requirements of the Contract Documents, such as notices, certificates, affidavits, or other requirements to complete obligations under the Contract Documents, including but not limited to (i) instruction of the Owner's representatives in the operation of mechanical, electrical, plumbing, and other systems; (ii) delivery of keys to the Owner with keying schedule (master, submaster, and special keys); (iii) delivery to the Owner of the Contractor's warranties as set forth in the Contract Documents and each written warranty and assignment thereof prepared in duplicate, certificates of inspections, and bonds for the Architect's review and delivery to the Owner; (iv) delivery to the Owner of printed or typewritten operating, servicing, maintenance and cleaning instructions for all Work (parts lists and special tools for mechanical and electrical work) in approved form; (v) delivery to the Owner of the Record Drawings; (vi) delivery to the Owner of a Final Waiver and Release of Liens covering all Work for itself and for each Subcontractor, vendor, and material supplier who furnished labor, materials, and services to the Work, executed by an authorized officer and duly notarized; (vii) delivery to the Owner of final waivers of lien from each subcontractor and material supplier who furnished labor, materials, and services to the Work, executed by their respective officers and duly notarized; and (viii) delivery of sales and use tax certificate number of the Contractor. In addition to the foregoing, all other submissions required by other Articles and Paragraphs of the Specifications and other Contract Documents shall be

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submitted to the Owner before approval of final payment. If a Subcontractor refuses to furnish a release or waiver required by the Owner and Owner's lender (if any), the Contractor must furnish a bond satisfactory to the Owner and Owner's lender (if any) to indemnify the Owner and Owner's lender (if any) against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including all costs and attorneys' fees. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor must furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees.

§9.10.2.1 In addition to items listed in 9.10.2 to be submitted before Final Payment will be made or remaining retainage released, Contractor shall deliver a permanent certificate of occupancy from local inspection authorities.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed, corrected, and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of the surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

§ 9.10.4 The making of final payment shall not constitute a waiver of any Claims by the Owner.
(Paragraphs Deleted)

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor, or a supplier, shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

§ 9.10.6 **In addition to any other damages, failure of the Contractor to achieve final completion within sixty (60) days after the specified date of Substantial Completion, subject to authorized extensions, will result in the Contractor's being responsible for excess Architect's fees. Excess Architect's fees include the cost incurred after sixty (60) days beyond the date of Substantial Completion. Excess Architect's fees will be deducted from the amount due the Contractor.**

A. The Contractor shall deliver to the Owner his written guarantee, made out to the Owner and in form satisfactory to the Owner, guaranteeing all of the work under the contract to be free from faulty materials in every particular, and free from improper workmanship, and against injury from proper and usual wear; and agreeing to replace or re-execute without cost to the Owner such work as may be found to be improper or imperfect, and to make good all damage caused to other work or materials, due to such required replacement or re-execution. This guarantee shall be made to cover a period of twelve (12) months from the date of substantial completion as certified by the Architect under this Contract. This guarantee must be furnished to the Owner and approved by him before acceptance and final payment is made.

B. Contractor shall provide Owner with copies of all guarantees or warranties which have been made to the Contractor by suppliers or subcontractors as required hereunder, together with an assignment of such warranties and guarantees to the Owner; however, such assignment shall not relieve the Contractor of the responsibility stated in subparagraph (A) above in case of failure of subcontractors or supplies to fulfill the provision of such warranties or guarantees.

C. Neither the Final Certificate, nor payment, nor any provision in the Contract Documents shall relieve the Contractor of responsibility for neglect or faulty materials or workmanship during the period covered by the guarantee.

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ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract.

§ 10.2 Safety of Persons and Property

§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

- **.1** employees on the Work and other persons who may be affected thereby;
- **.2** the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and
- **.3** other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

§ 10.2.2 The Contractor shall comply with, and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on safety of persons or property or their protection from damage, injury, or loss.

§10.2.2.1 **If the Contractor fails to give such notices or fails to comply with such laws, ordinances, rules, regulations, and lawful orders, it shall be liable for and shall indemnify and hold harmless the Owner and the Architect and their respective employees, officers, and agents, against any resulting fines, penalties, judgments, or damages, including reasonable attorneys' fees, imposed on or incurred by the parties indemnified hereunder.**

§ 10.2.3 The Contractor shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards; promulgating safety regulations; and notifying the owners and users of adjacent sites and utilities of the safeguards.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment, or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3 except damage or loss attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 Injury or Damage to Person or Property

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§10.2.9 The Contractor shall protect and be responsible for any damage to his work or material, from the date of the

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agreement until the acceptance of the work and shall make good without cost to the Owner, any damage or loss that may occur during this period, except that in the event of partial or total occupancy by the Owner prior to final acceptance, the Owner shall be responsible for any damage caused by such partial or total occupancy. The Contractor shall handle all materials directed, so that it may be inspected by the Architect. All material affected by the weather shall be covered and protected to keep it free from damage while being transported to the site, as well as when it is stored on the site.

§10.2.10 The Contractor shall have full responsibility for preventing overstress of any structure or any part of member of it during construction. The Contractor shall fully check the effect of his operations in this regard, and shall provide all temporary support and connections required.

§10.2.11 The Contractor at his own expense and option shall employ watchmen or erect adequate fencing at such time as necessary to protect or attend his work, including times when building exterior is breached to protect it and its contents.

§ 10.2.12 The Contractor shall not cause or permit any "Hazardous Materials" (as defined herein) to be brought upon, kept, or used in or about the Project site except to the extent such Hazardous Materials: (i) are necessary for the prosecution of the Work; (ii) are required pursuant to the Contract Documents; and (iii) have been approved in writing by Owner. Any Hazardous Materials allowed to be used on the Project site shall be used, stored, and disposed of in compliance with all applicable laws relating to such Hazardous Materials. Any unused or surplus Hazardous Materials, as well as any other Hazardous Materials that have been placed, released, or discharged on the Project site by the Contractor or any of its employees, agents, suppliers, or Subcontractors, shall be removed from the Project site at the earlier of: (i) the completion of the Work requiring the use of such Hazardous Materials; (ii) the completion of the Work as a whole; or use of such Hazardous Materials; (ii) the completion of the Work as a whole; or (iii) within twenty-four (24) hours following the Owner's demand for such removal. Such removal shall be undertaken by the Contractor at its sole cost and expense and shall be performed in accordance with all applicable laws. Any damage to the Work, the Project site, or any adjacent property resulting from the improper use of or any discharge or release of Hazardous Materials shall be remedied by the Contractor at its sole cost and expense and in compliance with all applicable laws. The Contractor shall immediately notify the Owner of any release or discharge of any Hazardous Materials on the Project site. The Contractor shall provide the Owner with copies of all warning labels on products which the Contractor or any of its Subcontractors will be using in connection with the Work, and the Contractor shall be responsible for making any and all disclosures required under applicable "Community Right-to-Know" or similar laws. The Contractor shall not clean or service any tools, equipment, vehicles, materials, or other items in such a manner as to cause a violation of any laws or regulations relating to Hazardous Materials. All residue and waste materials resulting from any such cleaning or servicing shall be collected and removed from the Project site in accordance with all applicable laws and regulations. The Contractor shall immediately notify the Owner of any citations, orders, or warnings issued to or received by the Contractor, or of which the Contractor otherwise becomes aware, which relate to any Hazardous Materials on the Project site. Without limiting any other indemnification provisions pursuant to law or specified in this Agreement, the Contractor shall indemnify, defend (at the Contractor's sole cost, and with legal counsel approved by Owner), and hold the Owner and Architect harmless from and against any and all claims, demands, losses, damages, disbursements, liabilities, obligations, fines, penalties, costs, and expenses for removing or remedying the effect of any Hazardous Materials on, under, from, or about the Project site, arising out of or relating to, directly or indirectly, the Contractor's failure to comply with any of the requirements herein. As used herein, the term "Hazardous Materials" means any hazardous or toxic substances, materials, and wastes listed in the United States Department of Transportation Hazardous Materials Table, or listed by the Environmental Protection Agency as hazardous substances, and any substances, materials, or wastes that are or become regulated under federal, state, or local law.

§ 10.3 Hazardous Materials and Substances

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. If the 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 the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition in writing.

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§ 10.3.2 Upon receipt of the Contractor's written notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

§ 10.3.3 Intentionally deleted.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for hazardous materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for hazardous materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

§ 10.3.5 The Contractor shall reimburse the Owner for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 Intentionally deleted.

§ 10.4 Emergencies

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Insurance and Bonds

§ 11.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations and completed operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable, including private entities performing Work at the site and exempt from the coverage on account of number of employees or occupation, which entities shall maintain voluntary compensation coverage at the same limits specified for mandatory coverage for the duration of the Project:

.1 Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed;

.2 Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees or persons or entities excluded by statute from the requirements of Clause 11.1.1 but required by the Contract Documents to be covered by the insurance required by that Clause;

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

.4 Claims for damages insured by usual personal injury liability coverage;

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

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.6 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;

.7 Claims for bodily injury or property damage arising out of completed operations; and

.8 Claims involving contractual liability insurance applicable to the Contractor's obligations under Section 3.18.

The Owner, Architect, and Architect's consultants shall be named as additional insureds under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents.

§ 11.1.2 The Contractor shall provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as required by the Contract Documents. The Contractor shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 11.1.2.1 The insurance required by Section 11.1.1 shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be
maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.

(Paragraph Deleted)

"Liability insurance shall include all major divisions of coverage and be on a comprehensive basis including:

1. Premises Operations (including X, C and U coverage as applicable).
2. Independent Contractor's Protective
3. Products and Completed Operations.
4. Personal Injury Liability.
5. Contractual, including specified provision for Contractor's obligation under Paragraph 3.18.
6. Owned, non-owned and hired motor vehicles."

§11.1.2.2 The insurance required by Subparagraph 11.1.1 shall be written by an insurance company having an A rating or better by A.M. Best and shall be written in limits for not less than the minimum required by law or the following:

1. Worker's Compensation:
(a) State: Statutory
(b) Applicable Federal: Statutory
(c) Employer's Liability: $500,000 per Accident
$500,000 Disease, Policy Limit
$500,000 Disease, Each Employee
2. Comprehensive or Commercial General Liability (including Premises-Operations; Independent Contractors' Protective; Products and Completed Operations):
(a) Each Occurrence: $1,000,000
Aggregate: $2,000,000
(b) Products and Completed Operations to be maintained for two years after final payment:
$2,000,000 Aggregate

(c) Coverage to be extended to include the interests of the Architect and his consultants.
(d) No total pollution exclusion should be included.

3. Business Auto $1,000,000 Combined Single Limit for Bodily Injury and Property Damage.
4. Umbrella Excess Liability:
(a) Over Primary Insurance: $1,000,000 Each Occurrence
5. Occurrence Policy: $1,000,000 Each Occurrence
(applicable for asbestos related projects only)

If the General Liability coverage is provided by a Commercial General Liability Policy on a claims-made basis, the policy date or Retroactive Date shall predate the Contract; the termination date of the policy or applicable extended reporting period shall be no earlier than the termination date of coverage required to be maintained after final

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payment, certified in accordance with Subparagraph 9.10.2.

§11.1.2.3 Each policy of insurance listed above shall be purchased and maintained by the Contractor and each certificate of insurance for said insurance shall contain a complete waiver of subrogation against Owner, Architect and Architect's Engineers. Each certificate shall also list Owner, the Contractor of the Owner, Architect and Architect's Engineers as a party insured.

§11.1.2.4 Contractor shall not commence work at the site under this Contract until he has obtained all required insurance and submitted appropriate certifications.

§ 11.1.3 Certificates of insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work and thereafter upon renewal or replacement of each required policy of insurance. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment as required by Section 9.10.2 and thereafter upon renewal or replacement of such coverage until the expiration of the time required by Section 11.1.2. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness. If this insurance is written on the Comprehensive General Liability policy form, the Certificates shall be AIA Document G705, Certificate of Insurance. If this insurance is written on a Commercial General Liability policy form, ACORD form 25S will be acceptable.

§ 11.1.4 Notice of Cancellation or Expiration of Contractor's Required Insurance. Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

§ 11.2 Owner's Insurance

The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance.

§ 11.3 Waivers of Subrogation

§ 11.3.1 The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Architect and Architect's consultants; and (3) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by the Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this section 11.3.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

§ 11.3.2 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 11.3.1 for damages caused by fire or other causes of loss covered by this separate property insurance.

§ 11.4 Loss of Use, Business Interruption, and Delay in Completion Insurance

The Owner, at the Owner's option, may purchase and maintain insurance that will protect the Owner against loss of use of the Owner's property, or the inability to conduct normal operations, due to fire or other causes of loss. The

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Owner waives all rights of action against the Contractor and Architect for loss of use of the Owner's property, due to fire or other hazards however caused.

§11.5 Adjustment and Settlement of Insured Loss

§ 11.5.1 A loss insured under the property insurance required by the Agreement shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.5.2. The Owner shall pay the Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements the Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.

§ 11.5.2 Prior to settlement of an insured loss, the Owner shall notify the Contractor of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The Contractor shall have 14 days from receipt of notice to object to the proposed settlement or allocation of the proceeds. If the Contractor does not object, the Owner shall settle the loss and the Contractor shall be bound by the settlement and allocation. Upon receipt, the Owner shall deposit the insurance proceeds in a separate account and make the appropriate distributions. Thereafter, if no other agreement is made or the Owner does not terminate the Contract for convenience, the Owner and Contractor shall execute a Change Order for reconstruction of the damaged or destroyed Work in the amount allocated for that purpose. If the Contractor timely objects to either the terms of the proposed settlement or the allocation of the proceeds, the Owner may proceed to settle the insured loss, and any dispute between the Owner and Contractor arising out of the settlement or allocation of the proceeds shall be resolved pursuant to Article 15. Pending resolution of any dispute, the Owner may issue a Construction Change Directive for the reconstruction of the damaged or destroyed Work.

§ 11.6 PERFORMANCE BOND AND PAYMENT BOND

§ 11.6.1 The Contractor shall furnish a Performance Bond and a Payment Bond. The amount of each bond shall be equal to 100 percent of the Contract Sum. Any person or firm executing a bond upon the Contractor's Work under this Contract shall be deemed to have consented in advance to any changes in the Work made by order of Owner as set forth in Article 7; and any such changes made under these provisions shall in no way alter or impair the obligations of the person or firm executing such bond.

§11.6.1.1 The Contractor shall deliver the required bonds to the Owner not later than three days following the date the Agreement is entered into, or if the Work is to be commenced prior thereto in response to a letter of intent, the Contractor shall, prior to the commencement of the Work, submit evidence satisfactory to the Owner that such bonds will be furnished.

§11.6.1.2 The Contractor shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of the power of attorney, indicating the monetary limit of such power.

§11.6.1.3 The Contractor shall provide each bond on the form required by Owner.

§11.6.1.4 No sureties will be accepted by the Owner who are now in default or delinquent on any bonds or who are interested in any litigation pending against the Owner during the term of this Contract. All bonds shall be executed by a corporate surety authorized to do business in the State of Texas. The surety company or companies furnishing the surety bonds for this Contract must show a Texas Department of Insurance underwriting limitation not less than the total amount of the Contract. Each bond shall be executed by the Contractor and the Owner. Should any surety be determined unsatisfactory at any time by the Owner, notice will be given to the Contractor, and the Contractor shall immediately provide a new surety (complying with Article 11) acceptable to the Owner and at no additional cost to the Owner. This Contract shall not be valid nor will any payments be due or paid until approval of each bond by the Owner.

§ 11.6.2 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

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ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

§ 12.1.1 If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time.

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, costs of uncovering and replacement shall, by appropriate Change Order, be at the Owner's expense. If such Work is not in accordance with the Contract Documents, such costs and the cost of correction, shall be at the Contractor's expense unless the condition was caused by the Owner or a separate contractor in which event the Owner shall be responsible for payment of such costs.

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, discovered before Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

§ 12.2.2 After Substantial Completion

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.5.

§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 12.2.2.3 The one-year period for correction of Work shall be extended from the date corrective Work is performed by the Contractor.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction of the Owner or Separate Contractors, whether completed or partially completed, caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§12.2.6 Owner shall have the right to operate equipment until defects are corrected and warranties met, and shall have the right to operate rejected equipment until it is replaced without charge for depreciation, use or wear.

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§ 12.3 Acceptance of Nonconforming Work
If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law
The Contract shall be governed by the law of the place where the Project is located.

§13.1.2 The Owner has adopted a prevailing wage rate schedule as more fully described in the Project Manual or other Contract Documents. The Contractor and each Subcontractor shall pay to all laborers, workmen and mechanics employed by them in the execution of this Work not less than such rates for each craft or type of workman or mechanic needed to execute the Work. If it becomes necessary to employ any person in a trade or occupation not herein listed, such person shall be paid not less than an hourly rate fairly comparable to the prevailing wage rates adopted by Owner. This determination of prevailing wages shall not be construed to prohibit the payment of more than the rates shown. In compliance with Texas Government Code, Chapter 2258, the Contractor and each subcontractor shall forfeit, as a penalty to the Owner, sixty dollars ($60.00) for each laborer, workman or mechanic employed by them, for each calendar day, or portion thereof, such laborer, workman or mechanic is paid less than the rates adopted by Owner.

§ 13.2 Successors and Assigns
§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate the assignment.

§ 13.3 Written Notice
Written notice shall be deemed to have been duly served if delivered in person to the individual, to a member of the firm or entity, or to an officer of the corporation for which it was intended; or if delivered at, or sent by registered or certified mail or by courier service providing proof of delivery to, the last business address known to the party giving notice.

§ 13.4 Rights and Remedies
§ 13.4.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.

§ 13.4.2 No action or failure to act by the Owner, Architect, or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed upon in writing.

§ 13.5 Tests and Inspections
§ 13.5.1 Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of (1) tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded and (2) tests, inspections, or approvals where building codes or applicable laws or regulations prohibit the Owner from delegating their cost to the Contractor.

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§ 13.5.2 If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.5.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection, or approval, by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.5.3, shall be at the Owner's expense.

§ 13.5.3 If such procedures for testing, inspection, or approval under Sections 13.5.1 and 13.5.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation for the Architect's services and expenses, shall be at the Contractor's expense.

§ 13.5.4 Required certificates of testing, inspection, or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.

§ 13.5.5 If the Architect is to observe tests, inspections, or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.5.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 13.6 Interest

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at twelve percent (12%) per annum.

§ 13.7 Time Limits on Claims

The Owner and Contractor shall commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other arising out of or related to the Contract in accordance with the requirements of the final dispute resolution method selected in the Agreement within the time period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all claims and causes of action not commenced in accordance with this Section 13.7.

§13.8 Equal Opportunity

§13.8.1 The Contractor shall maintain policies of employment as follows:

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

§13.8.1.2 The Contractor and the Contractor's Subcontractors shall, in all solicitations or advertisements for employees placed by them or on their behalf, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex or national origin.

§13.9 Criminal Background

§13.9.1 No person shall be engaged by the Contractor or any Sub-Contractor to work on Owner property where students are present who have charges pending, or who have been convicted, received probation or deferred adjudication for the following:

1. Any offense against a child;
2. Any sex offense;
3. Any crimes against persons involving weapons or violence;
4. Any felony offense involving controlled substances;

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5. Any felony offense against property; or
6. Any other offense that the Owner believes might compromise the safety of students, staff or property.

It shall be the responsibility of the Contractor and Sub-Contractor to ensure compliance with this provision.

§13.9.2 Any person associated with, engaged and/or representing on site or doing business with the Owner shall submit such background information as may be requested by the Owner in order to enable the Owner to perform criminal background evaluations/investigations for the following individuals:

1. General Contractor - Project Manager, Superintendent, Field Engineers and Foreman.
2. Subcontractors - Project Manager, Superintendent, Foreman.
3. Trades - Management personnel on site.

A copy of Criminal History Check form shall be available for review by the employer and affected party at the Owner's Administrative Office during normal business hours.

§13.10 Working Time and Working Restrictions

§13.10.1 THE ENTIRE BUILDING SHALL REMAIN TOBACCO-FREE AT ALL TIMES.

§13.10.2 Normal working hours and normal working days for Contractor's work on this Project shall be between 7:00 a.m. and 8:00 p.m., Monday through Friday, except as otherwise noted below. The Owner may require that certain limited portions of the Work be accomplished after normal working hours or other than on normal working days.

§13.10.3 Should Contractor desire to carry out portions of the Work at times other than between the hours and days stipulated above, he shall submit written request to do so to the Owner together with specific calendar days and hours he wishes to work and a description of the activities he proposes to carry out during those times. Construction activities will not be permitted at times other than those specified or subsequently approved in writing by the Owner. Only those activities specifically approved by Owner will be permitted during hours or on days other than those stipulated above.

§13.10.4 No extension of time will be granted and no "extra" or additional amount will be paid due to failure of Owner to approve performing of construction activities during hours other than those stipulated above.

§13.10.5 Work performed other than between 7:00 a.m. and 8:00 p.m., Monday through Friday, shall be done at no additional cost, whether work at other times is required by Owner or requested by Contractor and approved by Owner.

§13.10.6 If necessary in order to complete Work within time fixed in Contract or any extension thereof, Contractor shall request approval from Owner to perform work before 7:00 a.m. or after 8:00 p.m. or on weekends or holidays, and if Owner approves, shall perform work during such additional times and on such additional days as have been approved, at no additional cost to Owner. Work during such additional times and on such additional days shall continue only so long as is necessary to return work to on schedule or to complete the Work within the Contract Date.

§13.10.7 The requirements of Subchapter J, Chapter 552, Government Code, may apply to this Agreement and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees, or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, for any of the following reasons:

.1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;

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.2 An act of government, such as a declaration of national emergency, that requires all Work to be stopped; or

.3 Because the Owner has not made payment on a Certificate for Payment approved by the Architect within thirty (30) days after receipt of written notification from Contractor that the time for payment stated in the Contract Documents has expired.

§ 14.1.2 Intentionally deleted.

§ 14.1.3 If one of the reasons described in Section 14.1.1 exists, the Contractor may, upon fourteen (14) days' written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work properly executed, as well as reasonable overhead and profit on Work not executed.

§ 14.1.4 Intentionally deleted.

§14.1.5 Any payment due to, or recovered by, Contractor under paragraph 14.1.3 above shall not exceed the remainder, if any, after subtracting the total of the previous payments made by Owner to Contractor from the lesser of:

(a) the fair value (not Contractor's cost or profit) of the properly executed Work; or
(b) an amount determined by multiplying the contract price, as adjusted by change orders, times the percentage of Work completed.

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

.1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;

.2 fails to make payment to Subcontractors or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or suppliers;

.3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or

.4 otherwise is guilty of substantial breach of a provision of the Contract Documents; or

.5 Contractor becomes insolvent or makes a general assignment for the benefit of its creditors.

§ 14.2.2 When any of the above reasons exist, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

.1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;

.2 Accept assignment of subcontracts pursuant to Section 5.4; and

.3 Finish the Work by whatever reasonable method the Owner may deem expedient.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

§ 14.2.4.1 The costs of finishing the Work include, without limitation, all direct costs incurred by the Owner by reason of the termination of the Contractor as stated herein, including without limitation, attorney and other professional fees, insurance premiums and interest costs.

§ 14.3 Suspension by the Owner for Convenience

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work, in whole or in part for such period of time as the Owner may determine.

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§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay, or interruption under Section 14.3.1. Adjustment of the Contract Sum may include profit. No adjustment shall be made to the extent

.1 that performance is, was, or would have been, so suspended, delayed, or interrupted, by another cause for which the Contractor is responsible; or

.2 that an equitable adjustment is made or denied under another provision of the Contract.

§ 14.4 Termination by the Owner for Convenience

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 14.4.2 Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Contractor shall

.1 cease operations as directed by the Owner in the notice;

.2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and

.3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly executed; costs incurred by reason of the termination, including costs attributable to termination of Subcontracts; and the termination fee, if any, set forth in the Agreement.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, a change in the Contract Time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents.

§ 15.1.2 Time Limits on Claims

The Owner and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all Claims and causes of action not commenced in accordance with this Section 15.1.2.

§ 15.1.3 Notice of Claims

§ 15.1.3.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party under this Section 15.1.3.1 shall be initiated within 10 days after occurrence of the event giving rise to such Claim or within 10 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 15.1.3.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party.

§ 15.1.4 Continuing Contract Performance

§ 15.1.4.1 Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

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§ 15.1.4.2 The Architect will prepare Change Orders and issue Certificates for Payment in accordance with the decision of the Initial Decision Maker.

§ 15.1.5 Claims for Additional Cost

If the Contractor wishes to make a Claim for an increase in the Contract Sum or for extra costs or damages, he shall give the Architect and the Owner written notice thereof within ten days after the event giving rise to such claim. This notice shall be given by the Contractor before proceeding to execute the portion of the Work that is the subject of the Claim except in an emergency endangering life or property in which case the Contractor shall proceed in accordance with paragraph 10.4. Such claim, with the recommendation of the Architect, will be submitted to the Owner and its action shall be final and binding. Failure to give such notice shall be a waiver of the claim and such claim or possible claim shall be invalid and unenforceable unless so made. Compliance by the Contractor with this paragraph does not validate any claim which is otherwise invalid.

§ 15.1.6 Claims for Additional Time

§ 15.1.6.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, the Contractor shall provide written notice as required by Sections 8.3.1 and 8.3.5.

§ 15.1.6.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented in accordance with Section 8.3.5.

§ 15.1.7 Waiver of Claims for Consequential Damages

The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

.1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and

.2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit, except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 Initial Decision - Intentionally Deleted

(Paragraphs Deleted)

§ 15.3 Mediation

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.7, shall be subject to mediation as a condition precedent to the institution of legal or equitable proceedings by either party.

§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation which shall be in accordance with the provisions of Section 154.023, Texas Civil Practice and Remedies Code. A request for mediation shall be filed in writing with the other party to this Contract.

§ 15.3.3 Intentionally deleted.

§ 15.3.4 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 15.4 Arbitration – Intentionally Deleted

(Paragraph Deleted)

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§ARTICLE 16: ADDITIONAL PROVISIONS FOR LIQUIDATED DAMAGES

§16.1 Contractual Provisions

§16.1.1 **It is hereby understood and mutually agreed, by and between the Contractor and the Owner, that the date of beginning and the time for completion as specified in the Contract of the Work to be done hereunder are essential conditions of this Contract.**

§16.1.2 **Contractor agrees that said work shall be prosecuted in accordance with the provisions of this Contract at such a rate of progress as will ensure full completion thereof within the time specified. It is expressly understood and agreed, by and between the Contractor and Owner, that the time for the completion of the Work described herein is a reasonable time for completion of the same.**

§16.1.3 If the said Contractor shall neglect, fail or refuse to complete the Work within the time indicated above or any proper extension thereof granted by the Owner, then the Contractor does hereby agree, as a part consideration for the awarding of this Contract, to pay to
the Owner the amount specified in the Contract, not as a penalty but as liquidated damages for such breach of Contract, as hereinafter set forth for **$500.00, for each and every calendar day** that the Contractor shall be in default after the time stipulated in the Contract for completing the Work. Such damages shall be cumulative and not in lieu of any other rights or remedies of Owner against Contractor as a result of any breach by Contractor hereunder.

§16.1.4 **The said amount is fixed and agreed upon by and between the Contractor and the Owner because of the impracticality and extreme difficulty of fixing and ascertaining the actual damages the Owner would in such event sustain.**

§16.1.5 It is further agreed that time is of the essence of each and every portion of this Contract and of the Specifications wherein a definite and certain length of time is fixed for the performance of any act whatsoever, and where under the Contract an additional time is allowed for the completion of any work, the new time fixed by such an extension shall be of the essence of this Contract. Provided, that the Contractor shall not be charged with liquidated damages or any excess costs when the delay in completion of the Work is due:

.1 To any
performance, priority or allocated order duly issued by the Government;

.2 To unforeseeable cause beyond the control and without the fault or negligence of the Contractor, including but not limited to, acts of God, or of the public enemy, acts of the Owner, acts of another contractor in performance of a contract with the Owner, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and severe weather;

.3 To any delays of subcontractors or suppliers occasioned by any of the causes specified in subparagraphs of this Article.

§16.1.6 Provided, further, that the Contractor shall, within 10 days from the beginning of such delay, unless the Owner shall grant a further period of time prior to the date of final settlement of the Contract, notify the Owner in writing of the cause of the delay, who shall ascertain the facts and extent of the delay and notify the Contractor within a reasonable time of its decision in the matter.

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ARBH File No. 6262.0031 City of Sherman/Fire Station No. 3 Renovation

City of Sherman, Texas
Updates to the apparatus bay to develop spaces that properly clean and store contaminated items, isolating them from the living areas. The living quarters shall be updated to meet current individual dorm and restroom standards, as well as updates to the kitchen, pantry, and office areas. The building systems will require modification and replacement.

...

City of Sherman
220 W. Mulberry Street
Sherman, TX 75090
Phone: 903-892- –

...

Hidell and Associates Architects
3033 Kellway Dr. Suite 120
Carrollton, Texas 75006
Phone: 972-416-4666 –

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ARTICLE 1 GENERAL PROVISIONS

...

§ 1.1.1.1 The Contractor acknowledges and warrants that it has closely examined all the Contract Documents, that they are suitable and sufficient to enable the Contractor to complete the Work in a timely manner for the Contract Sum, and that they include all work, whether or not shown or described, which reasonably may be inferred to be required or useful for the completion of the Work in full compliance with all applicable codes, laws, ordinances, and regulations.

...

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner

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and the Architect or the Architect's consultants, or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties. This Agreement was the result of negotiations between the Owner and Contractor, and has been reviewed by the Owner, Contractor and their respective counsel. Accordingly, this Agreement shall be deemed to be the product of both parties and no ambiguity shall be construed in favor of or against either party.

...

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, ~~and services provided or to be provided by the Contractor to fulfill the Contractor's obligations.~~ plant, supplies, skill, supervision, transportation, services and other facilities and things necessary or proper or incidental to the carrying out and completion of the terms of the contract and all other items of cost or value needed to produce, construct and fully complete the public work identified by the contract documents. The Work may constitute the whole or a part of the Project.

PAGE 11

The Initial Decision Maker is the ~~person identified~~ Owner.

...

§ 1.1.9 EQUAL TO (OR APPROVED EQUAL)

...

~~in the Agreement to render initial decisions~~ Products by manufacturers other than those specified in the Contract Documents which the Contractor may submit for substitution as equal to those specified in the Contract Documents and which may be incorporated in the Work after review and acceptance by the Architect of the information about such products and acceptance by the Owner.

...

§ 1.1.10 FORCE MAJEURE

...

~~on Claims~~ An act of God, fire, tornado, hurricane, flood, earthquake, explosion, war on American soil, civil disturbance, labor strikes, and similar unavoidable circumstances beyond Contractor's control, not caused by the negligent act or omission of Contractor or breach of this Agreement, its Subcontractors, or anyone else for whom Contractor is responsible, and not caused by Contractor's breach of a project labor or a "no strike" agreement.

...

§ 1.1.11 KNOWLEDGE

...

~~in accordance with Section 15.2. The Initial Decision Maker shall not show partiality to the Owner or Contractor and shall not be liable for results of interpretations or decisions rendered in good faith.~~The terms "knowledge," "recognize" and "discover," their respective derivatives and similar terms in the Contract Documents, as used in reference to the Contractor, shall be interpreted to mean that which the Contractor knows or should know, recognizes or should recognize and discovers or should discover in exercising the care, skill, and diligence of a diligent and prudent contractor familiar with the work. Analogously, the expression "reasonably inferable" and

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similar terms in the Contract Documents shall be interpreted to mean reasonably inferable by a diligent and prudent contractor familiar with the work and in accordance with the highest standards in the contracting profession.

...

§1.2.4 Specifications determine nature and setting, workmanship and quality of materials; Drawings establish the design, quantities, dimensions and details; schedules give locations.

...

§1.2.5 Similar conditions may be illustrated by a single detailed drawing. The drawing may be subject to minor adjustments as directed by the Architect to satisfy exact and specific conditions. If discrepancies appear, Contractor shall request interpretation from the Architect prior to proceeding with the Work. Contractor shall not make such interpretations by himself, except at his own risk, responsibility and expense.

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§1.2.6 Should Drawings disagree in themselves or with Specifications and are not clarified by addendum, the better quality or greater amount of Work or materials shall be estimated upon and, unless otherwise ordered by Architect in writing, shall be performed and furnished. Figures given on Drawings govern scale measurements, and large-scale details govern small scale drawings.

...

§ 1.5.1 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and retain all common law, statutory, and other reserved ~~rights in their Instruments of Service,~~ rights, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

...

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors, and suppliers are authorized to use and reproduce the Instruments of Service provided to them, ~~subject to any protocols established pursuant to Sections 1.7 and 1.8,~~ solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to ~~the~~ this Project outside the scope of the Work without the specific written consent of the Owner, Architect, and the Architect's consultants.

...

The parties shall agree upon ~~written~~ protocols governing the transmission and use ~~of, and reliance on,~~ of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

...

Any use of, or reliance on, all or a portion of a building information model without agreement to ~~written~~ protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or

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relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

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§ 2.1.2 ~~The Owner shall furnish to the Contractor, within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of, or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.~~Intentionally deleted.

...

§ 2.2.2 ~~Following commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract only if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due; or (3) a change in the Work materially changes the Contract Sum. If the Owner fails to provide such evidence, as required, within fourteen days of the Contractor's request, the Contractor may immediately stop the Work and, in that event, shall notify the Owner that the Work has stopped. However, if the request is made because a change in the Work materially changes the Contract Sum under (3) above, the Contractor may immediately stop only that portion of the Work affected by the change until reasonable evidence is provided. If the Work is stopped under this Section 2.2.2, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided in the Contract Documents.~~Intentionally deleted.

...

§ 2.2.3 ~~After the Owner furnishes evidence of financial arrangements under this Section 2.2, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.~~Intentionally deleted.

...

§ 2.3.4 The Owner ~~shall furnish~~ may furnish existing surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of the information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

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§ ~~2.3.5~~ ~~The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other~~ 2.3.4.1 The furnishing of such information by the Owner shall not relieve the Contractor from its duties under the Contract Documents, specifically as to inspection of the site and the Contract Documents. The Owner shall not be required to furnish the Contractor with any information as to subsurface conditions. If the Owner or the Architect has made any investigations of subsurface conditions, such investigations were made solely for the information of the Owner and Architect and not for the Contractor's information. No such information shall be construed to be a part of the Contract Documents. The Contractor acknowledges that, if Owner or Architect furnishes any such information to the Contractor, no waiver of the foregoing shall be implied, and the Contractor shall not be entitled to rely on such information but rather shall conduct its own investigation of such subsurface conditions. Further, no warranty of the accuracy of any such information shall be implied. The Contractor warrants that it is experienced in the type of Work undertaken pursuant to this contract and has the necessary expertise to form its own conclusions as to the necessity for conducting investigations of a type and nature as is calculated by Contractor to provide it with the necessary information so as to properly carry out the Work hereunder. . If the Contractor discovers conditions that vary significantly from those that it anticipated or that it would not have reasonable inferred from the examination of the site and available information, the Contractor may seek an equitable adjustment in the Contract Time or Contract Sum, or both.

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...

~~information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.~~ **§ 2.3.5** The information identified in Section 2.3,4, above, is not warranted or represented by the Owner to be accurate. The Contractor will not be entitled to rely on it and shall exercise proper precautions relating to the safe performance of the Work. If the Contractor does rely on such information, then Contractor does so at its own risk. When such information is provided by the Owner, the Contractor acknowledges that the Owner has not verified such information. Site plans prepared by Owner's design professionals or others are based on surveys performed by consultants, and have not been verified by the Owner. Site plans do not constitute any representation by the Owner to the Contractor of Site boundaries or other characteristics.

...

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section ~~6.1.3.~~6.1.3, nor shall the exercise of the Owner's right hereunder give rise to any claim by Contractor for additions to the Contract Sum or Contract Time.

...

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such ~~default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect and the Architect may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for~~ deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect, or failure. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.~~If~~

...

§ 2.6 ADDITIONAL RIGHTS

...

§ 2.6.1 The rights stated in Article 2 shall be in addition and not in limitation of any other rights of the Owner granted in the Contract Documents or at law or in equity.

...

~~the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15.~~**§ 2.6.2** The Owner reserves the right to have the Contractor and/or subcontractors remove person(s) and/or personnel from any and all work on the Project with cause but without cost to the Owner. Such requests from the Owner may be made verbally or in writing and may be done directly or indirectly through the Architect/Engineer or on-site representative. Cause may be, but not limited to, any of the following: incompetence, poor workmanship, poor scheduling abilities, poor coordination, disruptive to the facility or others, poor management, cause delay or delays, disruptive to the project, will not strictly adhere to facility procedures and project requirements either willfully or unknowingly, insubordination, drug/alcohol use,

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possession of contraband, belligerent acts or actions, etc. The Contractor shall provide replacement person(s) and/or personnel acceptable to the Owner at no cost to the Owner.

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§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has ~~visited the site, become generally familiar with local~~ carefully examined the Contract Documents and the site, and represents that the Contractor is thoroughly familiar with the nature and location of the Work, the site, the specific conditions under which the Work is to be performed, and ~~correlated personal observations with requirements of the Contract Documents.~~all matters that may in any way affect the Work or its performance. The Contractor further represents that as a result of such examinations and investigations, the Contractor thoroughly understands the Contract Documents and their intent and purpose, and is familiar with all applicable codes, ordinances, laws, regulations, and rules as they apply to the Work, and that the Contractor will abide by same. Claims for additional time or additional compensation as a result of the Contractor's failure to follow the foregoing procedure and to familiarize itself with all local conditions and the Contract Documents will not be permitted.

...

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.4, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents. If a dimensional discrepancy exists, the Contractor shall take field measurements required for the proper fabrication and installation of the work. Upon commencement of any items of work, the Contractor shall be responsible for dimensions related to such item of Work and shall make any corrections necessary to make work properly fit at no additional cost to the Owner.

...

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall submit Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner, subject to Section 15.1.7, as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public ~~authorities.~~authorities unless such error, inconsistency or omission could be ascertained from a careful study of the Contract Documents.

PAGE 16

§ 3.3.1 Contractor acknowledges that timely completion of the Work in accordance with the terms of said Documents is of crucial importance to Owner. Contractor shall provide the best skill and judgment of its officers and employees and shall cooperate with Owner and Architect to further the interests of Owner and to bring about timely completion of the Work. Contractor shall furnish sufficient business administration and superintendence and provide at all times an adequate supply of labor and materials to secure execution of the Work in the best and soundest way and in the most expeditious and economical manner consistent with the interests of Owner. In the event of delays and/or unforeseen events, whether or not the same should entitle Contractor to an adjustment in the Contract Sum and/or Contract Time pursuant to Articles 7 and 8 hereof, Contractor shall use diligent efforts to maintain scheduled completion dates. Such efforts shall include rephasing events, decreasing overly conservative durations on subsequent events, increasing activity overlap, and using float on noncritical events. The float

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available in the Progress Schedule shall be used by Owner and Contractor whenever possible to offset the impact of delays. Contractor shall be responsible for coordinating its Work with the Work of any other contractors and/or activities at the job site.

...

§ 3.3.2 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and shall be solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely notice to the Owner and Architect, and shall propose alternative means, methods, techniques, sequences, or procedures. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. Unless the Architect objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures.

...

§ ~~3.3.2~~ 3.3.3 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

...

§ ~~3.3.3~~ 3.3.4 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

...

§ 3.3.5 Contractor shall give notices and comply with applicable laws, ordinances, rules, regulations, and lawful orders of public authorities bearing on the Work, including those with respect to the safety of persons and property and their protection from damages, injury, or loss. Contractor shall promptly remedy damage and loss to property at the site caused in whole or in part by Contractor, its Subcontractor, or anyone directly or indirectly employed by any of them or by anyone for whose acts they may be liable, except for damage or loss attributable solely to acts or omissions of Owner or Architect or by anyone for whose acts either of them may be liable and not attributable to the fault or negligence of Contractor, its Subcontractor, or anyone directly or indirectly employed by them. The foregoing obligations of the Contractor are in addition to Contractor's obligations under other provisions hereunder.

...

§ 3.3.6 Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect or by test, inspections, or approvals required or performed by persons other than Contractor.

...

§ 3.3.7 Contractor has the responsibility to ensure that all material suppliers and Subcontractors, their agents, and employees adhere to the Contract Documents, and that they order materials on time, taking into account the current market and delivery conditions, and that they provide materials on time. Contractor shall coordinate its Work with that of all others on the Project, including coordinating deliveries, storage, installations, and use of construction utilities. Contractor shall be responsible for the space requirements, location, and routing of its equipment.

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Contractor shall meet with all others involved before installation to plan the most effective and efficient method of overall installation.

...

§ 3.3.8 Contractor shall establish and maintain bench marks and all other grades, lines, and levels necessary for the Work; report errors or inconsistencies to Owner and Architect before commencing Work; and, if applicable, review the placement of the building(s) and permanent facilities on the site with Owner and Architect after all lines are staked out and before foundation Work is started. Contractor shall provide access to the Work for Owner, the Architect, other persons designated by Owner, and governmental inspectors. Any encroachments made by Contractor or its Subcontractors on adjacent properties caused by construction as revealed by an improvements survey, except for encroachments, arising from errors or omissions not reasonably discoverable by Contractor in the Contract Documents, shall be the sole responsibility of Contractor, and Contractor shall correct such encroachments within thirty (30) days of the improvement survey (or as soon thereafter as reasonably possible), at Contractor's sole cost and expense, either by the removal of the encroachment (and subsequent reconstruction on the Project site) or agreement with the adjacent property owner(s) (in form and substance satisfactory to Owner in its sole discretion) allowing the encroachments to remain.

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§ 3.3.9 Contractor shall verify at the Work site the measurements indicated on the Drawings and Specifications and shall establish correctly the lines, levels, and positions for the Work and be responsible for their accuracy and proper correlation with control lines, monuments, and data, as established by surveys furnished by Owner. Work shall be erected square, plumb, level, true to line and grade, in the exact plane and to the correct elevation and/or sloped to drain as indicated. To ensure the proper execution of its subsequent Work, Contractor shall measure all work already in place (including but not limited to utilities and grades installed or prepared by others) and shall at once report to Architect and Owner any discrepancy between said work and the Drawings and Specifications for the Work.

...

§ 3.3.10 Any discrepancy or omission in the dimensions or elevations shown on the Drawings and Specifications or found in previous work which may prevent accurate layout or construction of the Work, shall immediately be reported by Contractor to Owner and Architect. If Contractor performs, permits, or causes performance of any Work when Contractor knows or reasonably should have known that such discrepancy or omission exists, without first obtaining further instruction from Architect or Owner, Contractor shall bear any and all costs arising therefrom including, without limitation, the costs of correction thereof without increase or adjustment in the Contract Sum. Omissions from the Drawings or Specifications, or the mis-description of details of Work which are reasonably inferable in order to carry out the intent of the Drawings and Specifications, or which are customarily performed, shall not relieve Contractor from performing such omitted or mis-described details of the Work, and they shall be performed as if fully and correctly set forth and described in the Drawings and Specifications, at no additional cost to Owner.

...

§3.3.11 Contractor shall bear sole responsibility for design and execution of acceptable trenching and shoring procedures, in accordance with State of Texas HB 662 and HB 665. On trench excavations in excess of five feet in depth, Contractor shall pay a qualified engineer to prepare detailed plans and specifications directing Contractor in the safe execution of trenching and shoring, unless other procedures are reviewed and accepted in writing by the applicable authorities prior to commencing trenching work.

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...

§ 3.4.2 Except in the case of minor changes in the Work approved or authorized by the Architect in accordance with Section 3.12.8 or ordered by the Architect in accordance with Section 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.

...

§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them. Smoking and chewing of tobacco products is prohibited in enclosed new construction. No glass bottles shall be brought on the construction site or Owner's property by any construction personnel.

...

§3.4.4 Not later than 30 days from the contract date, the Contractor shall provide a list showing the name of the manufacturer proposed to be used for each major product identified in the specifications and the name of the installing subcontractor.

...

§3.4.5 After the Contract has been executed, the Owner and Architect will consider a formal request for the substitution of products equal to those specified.

...

§3.4.6 By making requests for substitutions based on Subparagraph 3.4.5 above, the Contractor:

...

.1 represents that the Contractor has personally investigated the proposed substitute product and determined that it is equal or superior in all respects to that specified;

...

.2 represents that the Contractor will provide the same warranty for the substitution that the Contractor would for that specified;

PAGE 18

.3 certifies that the cost data presented is complete and includes all related costs under this Contract except the Architect's redesign costs, and waives all claims for additional costs related to the substitution which subsequently become apparent; and

...

.4 will coordinate the installation of the accepted substitute, making such changes as may be required for the Work to be complete in all respects.

...

§3.4.7 The Contractor shall not use any materials in the work that contain lead or asbestos materials in excess of

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...

amounts allowed by local/state standards, laws, codes, rules and regulations, Federal Environmental Protection

...

Agency (EPA) standards and the Federal Occupational Safety and Health Administration (OSHA) standards,

...

whichever are most restrictive.

...

§ 3.5.1 The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. The Contractor further warrants that all workmanship shall be of the highest quality and in full conformance with the Contract Documents, and that all labor shall be performed by persons well qualified in their respective trades. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

...

§ 3.5.2 All material, equipment, or other special warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the ~~Owner, and shall commence in accordance with Section 9.8.4.~~Owner.

...

The Contractor shall pay ~~sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.~~all sales, consumer, use and other similar taxes required by law. The Owner is an exempt organization as defined by the Limited Sales and Excise Use Tax Act of Texas. The Contractor may issue an exemption certification(s) in lieu of sales tax on the purchase, rental, or lease of all materials, supplies, equipment and other tangible personal property incorporated into the property being improved by virtue of this Contract, as well as all materials, supplies, equipment, and other tangible personal property used or consumed by the Contractor in performing this Contract with the Owner. The Contractor may issue exemption certificate(s) to its suppliers in lieu of said sales tax for all of said materials and supplies. The uses of said materials and supplies for which an exemption from the said sales tax is claimed and any such exemption certificate(s) shall comply with the applicable rulings of the State Comptroller.

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If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than ~~14~~ 10 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required

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for, performance of any part of the Work, will recommend that an equitable adjustment be made in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and ~~Contractor,~~ Contractor in writing, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may ~~submit a Claim~~ proceed as provided in Article 15.

...

§ 3.9.1 ~~The Contractor shall employ a competent superintendent and necessary assistants who~~ Prior to starting work, Contractor shall designate the Project Manager, Superintendent, and other key individuals who shall be assigned to the Project through and including Final Completion. The Superintendent shall be in attendance at the Project site ~~during performance of the Work. The superintendent shall represent the~~ throughout the Work, including completion of the punchlist. The Superintendent shall be approved by Owner in its sole discretion. Said representative shall be qualified in the type of Work to be undertaken and shall not be changed during the course of construction without the prior consent of Owner. Should a representative leave Contractor's employ, Contractor shall promptly designate a new representative. Owner shall have the right, at any time, to direct a change in Contractor's representative if their performance is unsatisfactory. In the event of such demand, Contractor shall, within seven (7) days after notification thereof, replace said individual(s) with an individual satisfactory to Owner, in Owner's sole discretion. If said replacement is disapproved, the Contractor may, at Owner's option, be terminated for cause. The Superintendent shall represent Contractor, and communications given to the ~~superintendent~~ Superintendent shall be as binding as if given to the Contractor. Owner shall have no obligation to direct or monitor Contractor's employees.

...

§ 3.9.2 ~~The~~ Intentionally deleted.

...

§ 3.9.3 Intentionally deleted.

...

§ 3.10 Contractor's Construction and Submittal Schedules

PAGE 20

~~Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the name and qualifications of a proposed superintendent. Within 14 days~~ **§ 3.10.1** Contractor, promptly after being awarded the Contract for Construction and before commencing Work, shall prepare and submit for Owner's and Architect's review and approval a preliminary schedule for the Work. Within ten (10) days following Owner's Notice to Proceed, Contractor shall provide to Owner and Architect a schedule of performance of the Work, showing timely completion of the Work and timely achievement of each Milestone Date as required by the Contract for Construction and meeting all other requirements of this Section 3.10 (the "Progress Schedule"). Upon receipt of Contractor's proposed Progress Schedule, Owner may accept the proposed Progress Schedule as submitted or reject it, noting deficiencies. If such schedule is requested, the deficiencies noted shall be corrected and a new proposed Progress Schedule shall be submitted within ten (10) days. In any case, a complete Progress Schedule must be approved by Owner prior to any payments' being made.

...

~~of receipt of the information, the Architect may notify the Contractor, stating whether the Owner or the Architect (1) has reasonable objection to the proposed superintendent or (2) requires additional~~ **§ 3.10.2** The Progress Schedule shall be in the form of a network using critical path methodology (CPM), clearly showing construction activities,

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dependencies, and durations. The critical path activities shall be highlighted, float time for noncritical activities shall be shown, and the start and stop stated for each activity shall be listed. Longer-duration activities shall be broken into subactivities when the Work can be completed in phases (i.e., south half, north half, etc.). Contractor will be allowed flexibility in schedule, logic, and content; however, the Progress Schedule must be broken down by all trades, indicating ordering, delivery, and Milestone Dates, and the following activities must be included in all cases, if covered by the Scope of Work: (a) award of Contract; (b) site delivery and mobilization; (c) demolition; (d) pour foundations; (e) underground utilities; (f) pour slabs phase; (g) exterior walls phase; (h) columns; (i) floor and roof structure phase; (j) roof decking; (k) roofing (drying); (l) HVAC duct work; (m) fire sprinkler piping; (n) interior stud walls phase; (o) drywall; (p) lath and plaster phase; (q) painting phase; (r) ordering and delivery of long-lead materials; (s) completion of any parking structures; and (t) Milestone Dates. For all long-lead materials and for the purchase of any materials or equipment with a cost of $5,000 or more, the Progress Schedule shall include a Material Purchase Log, indicating the item of material or equipment, the quantity required, the estimated lead time, and, to the extent known, Contractor's purchase order number, the date ordered, the scheduled delivery date, and the actual or committed delivery date.

...

~~time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.~~**§ 3.10.3** The Contractor shall perform the Work in accordance with the Progress schedule as well as within the Milestone Dates and completion dates specified in the Contract for Construction. The times set forth in the Contract for Construction for all Milestone Dates and the time of completion must govern, and the Progress Schedule must be adjusted to meet these dates. Contractor shall maintain such Progress Schedule on a current basis in accordance with the provisions of this Section 3.10 and shall keep proper records to substantiate actual activity durations and completion dates.

...

§ ~~3.9.3 The Contractor shall not employ a proposed superintendent~~ **3.10.4** Contractor shall submit to Owner monthly with each application for payment, and at such additional times as may be required by Owner, three copies of a Monthly Status Report in such form as Owner reasonably requests. Each Monthly Status Report shall concisely but completely describe, in narrative form, the then current status of the Work including, without limitation:

...

~~to whom the Owner or Architect has made reasonable~~ **§ 3.10.4.1** A review of actual progress during the month in comparison to the Progress Schedule and, if actual progress is behind schedule, discussion of any "workaround" or "catch-up plan" that Contractor has employed or will employ to recover the original Progress Schedule;

...

~~and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.~~**§ 3.10.4.2** A concise statement of the outlook for meeting future Progress Schedule dates, and the reasons for any change in outlook from the previous report;

...

§ ~~3.10 Contractor's Construction and Submittal Schedules~~**3.10.4.3** A concise statement of significant progress on major items of Work during the report period, and progress photographs as necessary to document the current status of the Work;

...

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~~§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall submit for~~ **3.10.4.4** A review of any significant technical problems encountered during the months and the resolution or plan for resolution of such problems;

...

§ 3.10.4.5 An explanation of any corrective action taken or proposed;

...

~~the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall contain detail appropriate for~~ **§ 3.10.4.6** A complete review of the status of Change Orders, including a review of any changes in the critical path of the construction Progress Schedule which result from Change Orders approved by Owner during the month, as well as a review of the schedule impact of Change Order requests then pending;

...

~~the Project, including (1) the date of commencement~~ **§ 3.10.4.7** A summary of any Claims anticipated by Contractor with respect to the Work, including the anticipated cost and schedule impacts of any such Claims;

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~~of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion~~ **§ 3.10.4.8** A cumulative summary of the number of days of, and the extent to which the progress of the Work was delayed by, any of the causes for which Contractor could be entitled to an extension of the Contract Time;

...

~~of the Work. The schedule shall provide for the orderly progression of the Work~~ **§ 3.10.4.9** A marked copy of the current Progress Schedule showing the status of each element of the Work; and

...

§ 3.10.4.10 An updated Material Purchase Log.

...

~~to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Work~~ **§ 3.10.5** Contractor shall submit to Owner monthly with each application for payment, and at such additional times as may be required by Owner, for Owner's review and approval, three copies of an updated Progress Schedule meeting all the requirements of this Section 3.10, including:

...

~~and Project.~~**§ 3.10.5.1** Actual versus estimated percent completion for each activity and Project total;

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...

~~§ 3.10.2 The Contractor, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, shall submit a submittal schedule~~ § 3.10.5.2 Actual versus estimated work in place for each activity and Project total;

...

§ 3.10.5.3 Actual versus estimated manpower for each activity and Project total;

...

§ 3.10.5.4 Actual versus estimated cash flow; and

...

~~the Architect's approval. The Architect's approval shall not~~ § 3.10.5.5 Any change in the critical path.

...

~~be unreasonably delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow~~ § 3.10.6 If the progress of the Work is behind the Progress Schedule to such an extent that Owner reasonably determines that Contractor will be unable to meet any of the critical path dates set forth in the Progress Schedule, including without limitation any Milestone Date, Owner may direct Contractor to accelerate its work, at Contractor's own cost, without any adjustment to the Contract Sum. Such acceleration may include employing such additional forces or paying such additional overtime wages as may be required to place the progress of the Work in conformity with the Progress Schedule and to assure timely substantial completion of the Work and achievement of all Milestone Dates.

...

~~the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, or fails to provide submittals in accordance with the approved submittal schedule,~~ § 3.10.7 In addition, if the progress of the Work is behind the Progress Schedule to such an extent that Owner reasonably determines that Contractor will be unable to meet any of the critical path dates set forth in the Progress Schedule, including without limitation any Milestone Date, or Contractor fails to take prompt and adequate corrective action to Owner's satisfaction to bring the progress of the Work in compliance with the Progress Schedule, Owner may, in addition to any other right or remedy provided herein, proceed as provided in Sections 2.3, 2.4., or 2.5.

...

§ 3.10.8 Whenever significant changes to the Project occur, such as added or deleted activities, they must be reflected on a revised Progress Schedule to be submitted Owner for its review and approval.

...

~~Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.~~ § 3.10.9 Contractor shall be responsible on a daily basis to maintain all information which affects the length of specific activities on the Progress Schedule, times when Contractor will perform specific

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jobs, and other data relevant to the Progress Schedule as required by the Architect or Owner. Contractor shall make available at any time such information for review by the Architect or Owner.

...

§ ~~3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.~~**3.10.10** Contractor shall prepare and keep current, for Architect's review, a schedule of submittals which is coordinated with Contractor's Progress Schedule, and allow the Architect reasonable time to review submittals.

...

The Contractor shall ~~make available,~~ maintain at the Project site, the Contract Documents, including the Drawings, Specifications, Addenda, Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form ~~or~~ and paper copy, available to the Architect and Owner, and delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

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§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples, or similar submittals, until the respective submittal has been approved by the Architect. Should the Contractor Subcontractors or Sub-subcontractors install, construct, erect or perform any portion of the Work without approval of any requisite submittal, the Contractor shall bear the costs, responsibility, and delay for removal, replacement, and/or correction of any and all items, material, and /or labor.

...

§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples, or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such written notice, the Architect's approval of a resubmission shall not apply to such revisions.

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§ 3.12.10.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings, and other submittals related to the Work, designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the ~~adequacy and accuracy~~ adequacy, accuracy and completeness of the services, certifications, and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor ~~the~~ all performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review and approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

...

§ 3.13.1 The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

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...

§3.13.2 The Contractor shall ensure that the Work is at all times performed in a manner that affords reasonable access, both vehicular and pedestrian, to the site of the Work and all adjacent areas. The Work shall be performed, to the fullest extent reasonably possible, in such a manner that public areas adjacent to the site of the Work shall be free from all debris, building materials and equipment likely to cause hazardous conditions. Without limitation of any other provision of the Contract Document, Contractor shall not interfere with the occupancy or beneficial use of (1) any areas and buildings adjacent to the site of the Work or (2) the Work in the event of partial occupancy. Contractor shall assume full responsibility for any damage to the property comprising the Work or to the owner or occupant of any adjacent land or areas resulting from the performance of the Work.

...

§3.13.3 Operating systems, utilities and services, serving the existing building and project site shall be maintained in operation to serve the needs of the building and site not involved in the Work under this Contract at all times during the progress of the Work under the Contract, except for such short periods as are absolutely necessary to perform the Work. Such operating systems, utilities and services include, but are not limited to, water, electric power, natural gas, heating, ventilating, air conditioning, sanitary sewer, fire alarm, telephone, security, cable television and communications cabling. Prior to interrupting or otherwise affecting any such operating system, utility or service, Contractor shall consult with Owner and Architect to establish a mutually satisfactory schedule for cut over, cut off, disruption or other change in operation of the affected system, utility or service. Owner may require that such cut over, cut off, disruption or change in operation be made to occur after normal working hours or on holidays or weekends. Such agreed upon times and dates shall be clearly indicated in a written memorandum among the parties; and once established and agreed to, schedules of disruption of systems, services and utilities shall be strictly adhered to, unless later changed in writing by mutual agreement of the parties.

...

§3.13.4 The Contractor shall not permit any workers to use any existing facilities at the site, including, without limitation, lavatories, toilets, entrances, and parking areas other than those designated by Owner. The Contractor, Subcontractors of any tier, suppliers and employees shall comply with instructions or regulations of the Owner governing access to, operation of, and conduct while in or on the premises and shall perform all Work required under the Contract Documents in such a manner as not to unreasonably interrupt or interfere with the conduct of Owner's operations.

...

§3.13.5 The Contractor shall provide and maintain temporary "all-weather" emergency vehicle access roads as Fire Lanes, as required by the appropriate governmental entity having jurisdiction, until complete construction of all fire lanes. Fire lanes shall be maintained and remain accessible at all times.

PAGE 24

§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the ~~Contract.~~ Contract and shall be responsible for daily clean-up of construction materials and dust control. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials from and about the ~~Project.~~Project and shall clean all glass surfaces and leave the Work "broom clean", or its equivalent, except as otherwise specified.

...

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The Contractor shall provide the Owner and ~~Architect with~~ Architect, and their representatives, access to the Work in preparation and progress ~~wherever located.~~at all times and wherever located and shall provide proper and safe facilities for such access.

...

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications, or other documents prepared by the Owner or Architect. However, if the Contractor has reason to believe that the required design, process or product is an infringement of a copyright or ~~patent is discovered by, or made known to, the Contractor,~~ a patent, the Contractor shall be responsible for ~~the loss unless the~~ such loss unless such information is promptly furnished to the Architect.

...

§ 3.18.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, ~~Architect, Architect's consultants,~~ Owner's officers and trustees, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused ~~by the negligent acts or omissions~~ in whole or in part by andy act or omission, whether negligent or otherwise, of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity ~~that~~ which would otherwise exist as to a party or person described in this Section 3.18.

...

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of ~~damages,~~ damages (subject to the mutual waiver of consequential damages in Section 15.1.6), compensation, or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

PAGE 25

§ 3.19 The Contractor shall maintain a set of Record Drawings on site in good condition and shall use colored pencils to mark-up said set with "record information" in a legible manner to show: (1) bidding addendums, (2) executed change orders, (3) deviations from the Drawings made during construction; (4) details in the Work not previously shown; (5) changes to existing conditions or existing conditions found to differ from those shown on any existing drawings; (6) the actual installed position of equipment, piping, conduits, light switches, electric fixtures, circuiting, ducts, dampers, access panels, control valves, drains, openings, and stub-outs; and (7) such other information as either Owner or Architect may reasonably request. The prints for Record Drawing use will be a set of "blue line" prints provided by Architect to Contractor at the start of construction. Upon Substantial Completion of the Work, Contractor shall deliver all Record Drawings to Owner and Architect for approval. If not approved, Contractor shall make the revisions requested by Architect or Owner. Final payment and any retainage shall not be due and owing to Contractor until the final Record Drawings marked by Contractor as required above are delivered to Owner.

...

§ 3.20 The Contractor shall submit four (4) volumes of operating instructions and service manuals to the Architect at the time of Substantial Completion, or as soon thereafter as practicable. Submission of all of the following shall

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be a condition precedent to Final Payment to the Contractor. The operating instructions and service manuals shall contain:

...

.1 Start-up and Shutdown Procedures: Provide a step-by-step write up of all major equipment. When manufacturer's printed start-up, trouble shooting and shut-down procedures are available, they may be incorporated into the operating manual for reference.

...

.2 Operating Instructions: Written operating instructions shall be included for the efficient and safe operation of all equipment.

...

.3 Equipment List: List of all major equipment as installed shall include model number, capacities, flow rate, and name-plate data.

...

.4 Service Instructions: The Contractor shall be required to provide the following information for all pieces of equipment.

...

(a) Recommended spare parts including catalog number and name of local suppliers or factory representative.

...

(b) Belt sizes, types, and lengths.

...

(c) Wiring diagrams.

...

.5 Manufacturer's Certificate of Warranty:

...

Manufacturer's Certificate of Warranty shall be obtained for all major equipment. Warranty shall be obtained for at least one year from the date of Substantial Completion. Where longer period is required by the Contract Documents, the longer period shall govern.

...

.6 Parts catalogs: For each piece of equipment furnished, a parts catalog or similar document shall be provided which identifies the components by number for replacement ordering.

...

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§ **4.1.3** If the employment of the Architect is terminated, the Owner shall employ a successor architect as to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect.

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§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and ~~promptly~~ report to the Owner (1) known deviations from the Contract ~~Documents, (2) known deviations~~ Documents and from the most recent construction schedule submitted by the Contractor, and ~~(3)~~ (2) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of, and will not be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

...

§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections ~~13.4.2 and 13.4.3,~~ 13.5.2 and 13.5.3, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

...

§ 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5, and 3.12. The Architect's review shall not constitute approval of safety precautions ~~or~~ or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences, or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

...

§ 4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and may ~~order~~ authorize minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

PAGE 27

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more Project representatives to assist in carrying out the Architect's responsibilities at the site. The ~~Owner shall notify the Contractor of any change in the~~ duties, responsibilities and limitations of authority of ~~the Project representatives.~~such Project representatives shall be as set forth in an exhibit to be incorporated in the Contract Documents.

...

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§ 4.2.11 The Architect will interpret ~~and decide~~ matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

...

§ 4.2.12 Interpretations ~~and decisions~~ of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. ~~When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either, and will not be liable for results of interpretations or decisions rendered in good faith.~~

...

§ 4.2.13 The ~~Architect's decisions on matters relating to aesthetic effect will be final if~~ Owner shall have final authority on questions relating to aesthetic effect, provided such authority is exercised in a way which is consistent with the intent expressed in the Contract ~~Documents.~~ Documents, and any such determination shall be communicated through the Architect.

...

§ 5.2.1 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, shall ~~notify the Owner and Architect~~ furnish in writing to the Owner through the Architect the names of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. ~~Within 14 days of receipt of the information, the Architect may notify the Contractor~~ The Architect may reply within 14 days to the Contractor in writing stating (1) whether the Owner or the Architect ~~(1)~~ has reasonable objection to any such proposed person or entity or (2) that the Architect requires additional time for review. Failure of the ~~Architect to provide notice~~ Owner or Architect to reply within the 14-day period shall constitute notice of no reasonable objection.

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§5.2.5 Upon request, the Contractor shall provide to the Owner an executed copy of all subcontracts, purchase orders, and other agreements relating to the Work.

...

§5.2.6 The Contractor shall not sublet the Work as a whole. The approval of subcontractors in no way relieves the Contractor from full responsibility.

...

.1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and ~~Contractor;~~ Contractor in writing; and

...

§ 5.4.3 Upon such assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall ~~nevertheless remain legally responsible for all of the successor contractor's~~ be relieved of any legal responsibility under the subcontract if the successor contractor assumes Owner's obligations under the subcontract.

...

§5.5 OWNER PAYMENTS TO SUBCONTRACTORS

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...

§5.5.1 In the event of any default hereunder by the Contractor, or in the event the Owner or Architect fails to approve any Application for Payment that is not the fault of a Subcontractor, the Owner may make direct payment to the Subcontractor, less appropriate retainage. In that event, the amount paid the Subcontractor shall be deducted from the payment to the Contractor.

...

§5.5.2 Nothing contained herein shall create any obligation on the part of the Owner to make any payments to any Subcontractor, and no payment by the Owner to any Subcontractor shall create any obligation to make any further payments to any Subcontractor.

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§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a Separate Contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly ~~notify~~ report to the Architect of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor that would render it unsuitable for such proper execution and results of the Contractor's Work. Failure of the Contractor to notify the Architect of apparent discrepancies or defects prior to proceeding with the Work shall constitute an acknowledgment that the Owner's or Separate Contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work. The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractor that are not apparent.

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.4 As provided in Section ~~7.3.4.~~7.3.7.

...

§ 7.3.4 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed in a Construction Change Directive so that application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

...

§ 7.3.5 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

...

§ 7.3.6 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

...

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§ 7.3.7 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable ~~amount.~~ amount as determined by Owner. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section ~~7.3.4~~ 7.3.7 shall be limited to the following:

PAGE 31

.1 Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, ~~workers' compensation insurance, and other employee costs approved by the Architect;~~and workers' compensation insurance;

...

.5 ~~Costs~~ Additional costs of supervision and field office personnel directly attributable to the change.

...

~~**§ 7.3.5** If the Contractor disagrees with the adjustment in the Contract Time, the Contractor may make a Claim in accordance with applicable provisions of Article 15.~~

...

~~**§ 7.3.6** Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.~~

...

~~**§ 7.3.7** A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.~~

...

§ 7.5 AGREED OVERHEAD AND PROFIT RATES

...

§ 7.5.1 For any adjustments to the Contract Sum based on other than the unit price method, overhead and profit combined shall be calculated at the following percentages of the cost attributable to the change in the Work:

...

.1 For the Contractor for Work performed by the Contractor's own forces, ten percent (10%) of the cost;

...

.2 For the Contractor, for Work performed by the Contractor's Subcontractors, five percent (5%) of the amount due the Subcontractor;

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...

.3 For each Subcontractor or Sub-subcontractor involved, for Work performed by that Subcontractor's or Sub-subcontractor's own forces, ten percent (10%) of the cost;

...

.4 For each Subcontractor, for Work performed by the Subcontractor's Sub-subcontractors, five percent (5%) of the amount due the Sub-subcontractor;

...

.5 Costs to which overhead and profit is to be applied shall be determined in accordance with Sub-subparagraphs 7.3.7.1 through 7.3.7.5;

...

.6 When both additions and credits are involved in any one change, the allowance for overhead and profit shall be figured on the basis of the net increase, if any;

...

.7 To facilitate checking of quotations for extras or credits, all proposals shall be accompanied by a complete itemization of costs including labor, material, and subcontracts. When major cost items are Subcontracts, they shall be itemized also.

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8. For the Construction Manager when there are adjustments to the Contract sum that increase the GMP total, the Construction Manager's fee shall be at the percentage established in the contract and the combined total of the Construction Manager's fee plus the subcontractors overhead and profit should not exceed 15%.

...

§ 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined. Claims for extension of time shall be stated in whole or half calendar days.

...

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time. The Contractor shall be substantially complete with all work shown on or before the date specified for substantial completion in the Contract Documents. Extensions to the Completion Date will be granted only in accordance with Section 8.3.5 below.

...

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by ~~(1) an~~ a wrongful act or neglect of the Owner or Architect, or of an employee of either, or of a ~~Separate Contractor; (2)~~ separate contractor employed by the Owner; or by changes ordered in the Work; ~~(3)~~ or by labor disputes, fire, unusual delay in deliveries, unavoidable ~~casualties, adverse weather conditions documented in accordance with Section 15.1.6.2,~~ casualties or other causes beyond the Contractor's control; ~~(4) by delay authorized by the Owner pending mediation and binding dispute resolution;~~ or ~~(5)~~ by other causes that the ~~Contractor asserts, and the Architect determines,~~ Architect and Owner determines may justify delay, then the Contract Time shall be extended by Change Order for

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such reasonable time as the Architect may determine. Extensions of time shall be granted only because of delay preventing the execution of the major items of work critical to the schedule for completion of the Work.

...

§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay caused by either party under other provisions of the Contract Documents.

...

§ 8.3.4 In the event that the Owner has specified a stipulated completion date, the provisions of 8.3.1 through 8.3.3 do not apply. However, in the event of delay(s) fully beyond the Contractor's control, the Owner may authorize by change order reimbursement for additional costs to accelerate the construction in order to maintain the stipulated completion date.

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§ 8.3.5 Extensions of the Contract Time will be made for delays due to weather conditions only when such conditions are more severe and extended than those reflected by the ten (10) year average for the month as evidenced by the National Climatic Data Center's (NCDC's) Surface Data US at http://gis.ncdc.noaa.gov/website/ims-cdo/sod/viewer.htm or other data as mutually agreed by the Architect and Contractor for the Project area or as set forth in an exhibit to the Guaranteed Maximum Price Amendment, if applicable. In allowing delays for weather, the Architect will be entitled to consider weather conditions prevailing throughout the entire Contract period. Extensions of time due to weather or other allowable reasons will be granted on the basis of one (1) calendar day credit for every working day lost, with each separate extension figured to the nearest whole calendar day. The extension of the contract completion time for weather conditions will occur only in the event that the weather in question affected critical activities on the most current Contractor's Construction Schedule, and at least one half of the work force allocated to that item of work was also adversely affected by the same weather conditions. Extensions of Contract Time shall be the sole remedy for delays due to weather conditions; compensation shall not be available.

...

§ 9.1.1 The Contract Sum is stated in the Agreement and, including authorized adjustments, is the ~~total~~ maximum amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents. The Contract Sum may only be increased pursuant to a Change Order signed by the Owner. Completion of the Work is a condition precedent to Owner's obligation to pay the full Contract Sum.

...

~~Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit a schedule of values to the Architect before the first Application for Payment, allocating the entire Contract Sum~~ Before any work is done on the site and before the first Application for Payment, the Contractor shall submit to the Architect a schedule or breakdown showing the respective amounts (called "values" for convenience) properly allocable to the various portions of the ~~Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the Architect. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. Any changes to the schedule of values shall be submitted to the Architect~~ Work and aggregating the total contract sum. Each respective amount or value shall include its part of overhead and profit so that the sum of the items will total the contract sum. Such schedule of values will be prepared so as to facilitate payments by the Contractor to his Subcontractors and shall follow the trade divisions of the specifications so far as practicable. Such schedule and the amount therein shall be in such detail and supported by such data to substantiate its accuracy as the Architect may ~~require, and unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's subsequent Applications for Payment.~~require. Such schedule, when approved by the Architect, unless it be found to be in error, shall be

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used only as a basis for the Contractor's Applications for Payment and shall not be taken as evidence of market or other value.

...

§ 9.3.1 At least ~~ten~~ fifteen (15) days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. ~~The~~ Such application shall be notarized, if required, and supported by ~~all~~ such data substantiating the Contractor's right to payment ~~that~~ as the Owner or Architect may require, such as copies of ~~requisitions, and releases and waivers of liens from Subcontractors and~~ requisitions from Subcontractors and material suppliers, and shall reflect retainage if provided for in the Contract Documents. The form of Application for Payment shall be a notarized AIA Document G702, Application and Certification for Payment, supported by AIA Document G703, Continuation Sheet, submitted in quadruplicate.

...

§9.3.1.3 Until Substantial Completion, the Owner shall pay 95 percent of the amount due the Contractor on account of progress payments.

...

§9.3.1.4 Contractor is to submit to Architect within 15 days of execution of Owner/Contractor Agreement proposed sample of Lien Waiver and Bills Paid affidavit forms for review and acceptance for this Contract.

...

§9.3.1.5 Monthly Applications for Payment shall include waivers of liens for all work included in the previous months' application for payment. Waiver of Liens for the subcontractors and materialmen shall be the total amount paid prior to the previous months' application for payment.

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§9.3.1.6 With each Application for Payment, Contractor shall certify that such Application for Payment represents a just estimate of cost reimbursable to the Contractor under the terms of the Contract Documents and shall also certify that there are not any Mechanics' or Materialmen's Liens outstanding at the date of this Application for Payment, that all due and payable bills with respect to the Work have been paid to date or shall be paid from the proceeds of that Application for Payment, and that there is no known basis for the filing of any Mechanics' or Materialmen's Liens against the Surety in connection with the Work, and that waivers and bills paid affidavit forms from all subcontractors and materialmen have been or will be obtained in such form as the Owner may require.

...

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner ~~shall, to the best of the Contractor's knowledge, information, and belief,~~ shall be free and clear of liens, claims, security interests, or encumbrances, in favor of the Contractor, Subcontractors, material suppliers, or other persons or entities ~~that~~ making a claim by reason of having provided labor, materials, and equipment relating to the Work.

...

§9.4.3 Contractor shall include as a separate and distinct line item on his pay request a value for trenching and

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shoring operations. Contractor shall attach to pay request a notarized letter from shoring engineer that designed Contractor's trenching and shoring systems, addressed to Owner, attesting that engineer has (1) reviewed trenching and shoring systems installed in field and found them in conformance with shoring engineer's detailed plans and specifications, (2) line item on Contractor's pay request accurately represents work installed and/or materials on site, and (3) engineer recommends payment to Contractor of line item for trenching and shoring based on engineer's observations.

...

§9.4.4 Contractor's monthly Application for Payment that is submitted without required letter from Contractor's shoring engineer described by Subparagraph 9.4.3 is subject to return without review until letter is submitted.

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.6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;~~or~~

...

.7 repeated failure to carry out the Work in accordance with the Contract ~~Documents.~~Documents; or

...

.8 **failure to submit a written plan indicating action by Contractor to regain time schedule for completion of Work within the Contract**

...

Time.

...

§ 9.5.2 ~~When either party disputes the Architect's decision regarding a Certificate for Payment under Section 9.5.1, in whole or in part, that party may submit a Claim in accordance with Article 15.~~Intentionally deleted.

...

§ 9.5.3 When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld.

...

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors ~~and suppliers~~ to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay, or to see to the payment of money to, a ~~Subcontractor or supplier,~~ Subcontractor, except as may otherwise be required by law.

...

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of ~~Work not in accordance with the Contract Documents.~~any Work.

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If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents, the amount certified by the ~~Architect or awarded by binding dispute resolution,~~ Architect, then the Contractor may, upon seven additional days' written notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided for in the Contract Documents.

...

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when ~~the Work or designated portion thereof~~ construction is sufficiently complete in accordance with the Contract Documents so that the Owner ~~can occupy or utilize the Work for its intended use.~~may occupy and utilize the Work as a whole for the use for which it is intended.

PAGE 37

§ 9.9.3 ~~Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of~~ In the event of partial use and occupancy by Owner, the Work, or any portion thereof, shall not be deemed substantially complete until the entire Work is substantially complete; and such partial use and occupancy shall not commence any warranty period under the Contract Documents.

...

§ 9.10.1 Upon receipt of the Contractor's written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection. When the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

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§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect and Owner **(1)** an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, **(2)** a certificate evidencing that insurance required by the Contract Documents to remain in full force after final payment is currently in effect, **(3)** a written statement ~~that the Contractor knows of no reason that the insurance will not be renewable to~~ satisfactory to the Owner that the insurance will cover the period required by the Contract Documents, **(4)** consent of surety, if any, to final payment, **(5)** documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and **(6)** if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the ~~Owner.~~ Owner; **(7)** certification by the Contractor that (i) all Work has been completed in accordance with the Contract Documents, (ii) the final Application for Payment includes all claims of the Contractor against the Owner arising in connection with the Project and constitutes a waiver and release of any and all claims not presented in that application except for claims arising out of third party actions, cross-claims and counterclaims, and (iii) the Record Drawings maintained by the Contractor pursuant to the Contract Documents and delivered to the Owner or Architect are complete and accurate in all respects; and **(8)** evidence of compliance with all requirements of the Contract Documents, such as notices, certificates, affidavits, or other requirements to complete obligations under the Contract Documents, including but not limited to (i) instruction of the Owner's representatives in the operation of mechanical, electrical, plumbing, and

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other systems; (ii) delivery of keys to the Owner with keying schedule (master, submaster, and special keys); (iii) delivery to the Owner of the Contractor's warranties as set forth in the Contract Documents and each written warranty and assignment thereof prepared in duplicate, certificates of inspections, and bonds for the Architect's review and delivery to the Owner; (iv) delivery to the Owner of printed or typewritten operating, servicing, maintenance and cleaning instructions for all Work (parts lists and special tools for mechanical and electrical work) in approved form; (v) delivery to the Owner of the Record Drawings; (vi) delivery to the Owner of a Final Waiver and Release of Liens covering all Work for itself and for each Subcontractor, vendor, and material supplier who furnished labor, materials, and services to the Work, executed by an authorized officer and duly notarized; (vii) delivery to the Owner of final waivers of lien from each subcontractor and material supplier who furnished labor, materials, and services to the Work, executed by their respective officers and duly notarized; and (viii) delivery of sales and use tax certificate number of the Contractor. In addition to the foregoing, all other submissions required by other Articles and Paragraphs of the Specifications and other Contract Documents shall be submitted to the Owner before approval of final payment. If a Subcontractor refuses to furnish a release or waiver required by the Owner and Owner's lender (if any), the Contractor must furnish a bond satisfactory to the Owner and Owner's lender (if any) to indemnify the Owner and Owner's lender (if any) against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including all costs and attorneys' fees. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor ~~may~~ must furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees.

...

§9.10.2.1 In addition to items listed in 9.10.2 to be submitted before Final Payment will be made or remaining retainage released, Contractor shall deliver a permanent certificate of occupancy from local inspection authorities.

...

§ 9.10.4 The making of final payment shall not constitute a waiver of ~~Claims by the Owner except those arising from~~any Claims by the Owner.

...

~~**.1** liens, Claims, security interests, or encumbrances arising out of the Contract and unsettled;~~

...

~~**.2** failure of the Work to comply with the requirements of the Contract Documents;~~

...

~~**.3** terms of special warranties required by the Contract Documents; or~~

...

~~**.4** audits performed by the Owner, if permitted by the Contract Documents, after final payment.~~

...

§ 9.10.6 **In addition to any other damages, failure of the Contractor to achieve final completion within sixty (60) days after the specified date of Substantial Completion, subject to authorized extensions, will result in the Contractor's being responsible for excess Architect's fees. Excess Architect's fees include the cost incurred after sixty (60) days beyond the date of Substantial Completion. Excess Architect's fees will be deducted**

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from the amount due the Contractor.

...

A. The Contractor shall deliver to the Owner his written guarantee, made out to the Owner and in form satisfactory to the Owner, guaranteeing all of the work under the contract to be free from faulty materials in every particular, and free from improper workmanship, and against injury from proper and usual wear; and agreeing to replace or re-execute without cost to the Owner such work as may be found to be improper or imperfect, and to make good all damage caused to other work or materials, due to such required replacement or re-execution. This guarantee shall be made to cover a period of twelve (12) months from the date of substantial completion as certified by the Architect under this Contract. This guarantee must be furnished to the Owner and approved by him before acceptance and final payment is made.

...

B. Contractor shall provide Owner with copies of all guarantees or warranties which have been made to the Contractor by suppliers or subcontractors as required hereunder, together with an assignment of such warranties and guarantees to the Owner; however, such assignment shall not relieve the Contractor of the responsibility stated in subparagraph (A) above in case of failure of subcontractors or supplies to fulfill the provision of such warranties or guarantees.

...

C. Neither the Final Certificate, nor payment, nor any provision in the Contract Documents shall relieve the Contractor of responsibility for neglect or faulty materials or workmanship during the period covered by the guarantee.

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§10.2.2.1 **If the Contractor fails to give such notices or fails to comply with such laws, ordinances, rules, regulations, and lawful orders, it shall be liable for and shall indemnify and hold harmless the Owner and the Architect and their respective employees, officers, and agents, against any resulting fines, penalties, judgments, or damages, including reasonable attorneys' fees, imposed on or incurred by the parties indemnified hereunder.**

...

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and ~~10.2.1.3. The Contractor may make a Claim for the cost to remedy the damage or loss to the extent such damage or loss is~~ 10.2.1.3 except damage or loss attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

...

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, ~~notice of the~~ written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

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§10.2.9 The Contractor shall protect and be responsible for any damage to his work or material, from the date of the agreement until the acceptance of the work and shall make good without cost to the Owner, any damage or loss that may occur during this period, except that in the event of partial or total occupancy by the Owner prior to final acceptance, the Owner shall be responsible for any damage caused by such partial or total occupancy. The Contractor shall handle all materials directed, so that it may be inspected by the Architect. All material affected by the weather shall be covered and protected to keep it free from damage while being transported to the site, as well as when it is stored on the site.

...

§10.2.10 The Contractor shall have full responsibility for preventing overstress of any structure or any part of member of it during construction. The Contractor shall fully check the effect of his operations in this regard, and shall provide all temporary support and connections required.

...

§10.2.11 The Contractor at his own expense and option shall employ watchmen or erect adequate fencing at such time as necessary to protect or attend his work, including times when building exterior is breached to protect it and its contents.

...

§ 10.2.12 The Contractor shall not cause or permit any "Hazardous Materials" (as defined herein) to be brought upon, kept, or used in or about the Project site except to the extent such Hazardous Materials: (i) are necessary for the prosecution of the Work; (ii) are required pursuant to the Contract Documents; and (iii) have been approved in writing by Owner. Any Hazardous Materials allowed to be used on the Project site shall be used, stored, and disposed of in compliance with all applicable laws relating to such Hazardous Materials. Any unused or surplus Hazardous Materials, as well as any other Hazardous Materials that have been placed, released, or discharged on the Project site by the Contractor or any of its employees, agents, suppliers, or Subcontractors, shall be removed from the Project site at the earlier of: (i) the completion of the Work requiring the use of such Hazardous Materials; (ii) the completion of the Work as a whole; or use of such Hazardous Materials; (ii) the completion of the Work as a whole; or (iii) within twenty-four (24) hours following the Owner's demand for such removal. Such removal shall be undertaken by the Contractor at its sole cost and expense and shall be performed in accordance with all applicable laws. Any damage to the Work, the Project site, or any adjacent property resulting from the improper use of or any discharge or release of Hazardous Materials shall be remedied by the Contractor at its sole cost and expense and in compliance with all applicable laws. The Contractor shall immediately notify the Owner of any release or discharge of any Hazardous Materials on the Project site. The Contractor shall provide the Owner with copies of all warning labels on products which the Contractor or any of its Subcontractors will be using in connection with the Work, and the Contractor shall be responsible for making any and all disclosures required under applicable "Community Right-to-Know" or similar laws. The Contractor shall not clean or service any tools, equipment, vehicles, materials, or other items in such a manner as to cause a violation of any laws or regulations relating to Hazardous Materials. All residue and waste materials resulting from any such cleaning or servicing shall be collected and removed from the Project site in accordance with all applicable laws and regulations. The Contractor shall immediately notify the Owner of any citations, orders, or warnings issued to or received by the Contractor, or of which the Contractor otherwise becomes aware, which relate to any Hazardous Materials on the Project site. Without limiting any other indemnification provisions pursuant to law or specified in this Agreement, the Contractor shall indemnify, defend (at the Contractor's sole cost, and with legal counsel approved by Owner), and hold the Owner and Architect harmless from and against any and all claims, demands, losses, damages, disbursements, liabilities, obligations, fines, penalties, costs, and expenses for removing or remedying the effect of any Hazardous Materials on, under, from, or about the Project site, arising out of or relating to, directly or indirectly, the Contractor's failure to comply with any of the requirements herein. As used herein, the term "Hazardous

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Materials" means any hazardous or toxic substances, materials, and wastes listed in the United States Department of Transportation Hazardous Materials Table, or listed by the Environmental Protection Agency as hazardous substances, and any substances, materials, or wastes that are or become regulated under federal, state, or local law.

...

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. If the 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 the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the ~~condition.~~condition in writing.

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§ 10.3.2 Upon receipt of the Contractor's written notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

...

§ 10.3.3 ~~To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.~~Intentionally deleted.

...

§ 10.3.6 ~~If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall reimburse the Contractor for all cost and expense thereby incurred.~~Intentionally deleted.

...

§ 11.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is ~~located.~~ located as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations and completed operations under the Contract and for which the Contractor may be legally

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liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable, including private entities performing Work at the site and exempt from the coverage on account of number of employees or occupation, which entities shall maintain voluntary compensation coverage at the same limits specified for mandatory coverage for the duration of the Project:

...

.1 Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed;

...

.2 Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees or persons or entities excluded by statute from the requirements of Clause 11.1.1 but required by the Contract Documents to be covered by the insurance required by that Clause;

...

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

...

.4 Claims for damages insured by usual personal injury liability coverage;

...

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

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.6 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;

...

.7 Claims for bodily injury or property damage arising out of completed operations; and

...

.8 Claims involving contractual liability insurance applicable to the Contractor's obligations under Section ~~The~~ 3.18.

...

The Owner, Architect, and Architect's consultants shall be named as additional insureds under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents.

...

§ ~~**11.1.3** Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.~~11.1.2.1 The insurance required by Section 11.1.1 shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be

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...

~~**§ 11.1.4 Notice** of **Cancellation or Expiration of Contractor's Required Insurance.** Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.~~maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.

...

~~**§ 11.2 Owner's Insurance**~~

...

~~**§ 11.2.1** The Owner shall purchase and maintain insurance of the types~~ "Liability insurance shall include all major divisions of coverage and be on a comprehensive basis including:

...

~~and limits of liability, containing the endorsements,~~ **1.** Premises Operations (including X, C and U coverage as applicable).

...

2. Independent Contractor's Protective

...

~~and subject to the terms~~ **3.** Products and Completed Operations.

...

4. Personal Injury Liability.

...

5. Contractual, including specified provision for Contractor's obligation under Paragraph 3.18.

...

~~and conditions, as described in the Agreement or elsewhere in the Contract Documents.~~ **6.** Owned, non-owned and hired motor vehicles."

...

~~The Owner shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located.~~**§11.1.2.2** The insurance required by Subparagraph 11.1.1 shall be written by an insurance company having an A rating or better by A.M.

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Best and shall be written in limits for not less than the minimum required by law or the following:

...

1. Worker's Compensation:

...

(a) State: Statutory

...

(b) Applicable Federal: Statutory

...

(c) Employer's Liability: $500,000 per Accident

...

$500,000 Disease, Policy Limit

...

$500,000 Disease, Each Employee

...

2. Comprehensive or Commercial General Liability (including Premises-Operations; Independent Contractors' Protective; Products and Completed Operations):

...

(a) Each Occurrence: $1,000,000

...

Aggregate: $2,000,000

...

(b) Products and Completed Operations to be maintained for two years after final payment: $2,000,000 Aggregate

...

§ 11.2.2 Failure to **Purchase Required Property Insurance.** If the Owner fails to purchase and maintain the required property insurance, with all of the coverages (c) Coverage to be extended to include the interests of the Architect and his consultants.

...

(d) No total pollution exclusion should be included.

...

and in 3. Business Auto $1,000,000 Combined Single Limit for Bodily Injury and Property Damage.

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...

4. Umbrella Excess Liability:

...

(a) Over Primary Insurance: $1,000,000 Each Occurrence

...

5. Occurrence Policy: $1,000,000 Each Occurrence

...

(applicable for asbestos related projects only)

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~~the amounts described in the Agreement or elsewhere in the Contract Documents, the Owner shall inform the Contractor in writing prior to commencement~~ If the General Liability coverage is provided by a Commercial General Liability Policy on a claims-made basis, the policy date or Retroactive Date shall predate the Contract; the termination date of the policy or applicable extended reporting period shall be no earlier than the termination date of coverage required to be maintained after final payment, certified in accordance with Subparagraph 9.10.2.

...

~~of the Work. Upon receipt of notice from the Owner, the Contractor may delay commencement of the Work and may obtain~~ **§11.1.2.3** Each policy of insurance listed above shall be purchased and maintained by the Contractor and each certificate of insurance for said insurance shall contain a complete waiver of subrogation against Owner, Architect and Architect's Engineers. Each certificate shall also list Owner, the Contractor of the Owner, Architect and Architect's Engineers as a party insured.

...

~~insurance that will protect the interests~~ **§11.1.2.4** Contractor shall not commence work at the site under this Contract until he has obtained all required insurance and submitted appropriate certifications.

...

~~of the Contractor, Subcontractors, and Sub-Subcontractors in the Work. When the failure to provide coverage has been cured or resolved, the Contract Sum and Contract Time shall be equitably adjusted. In the event the Owner fails to procure coverage, the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent the loss to the Owner would have been covered by the insurance to have been procured by the Owner. The cost of the insurance shall be charged to the Owner by a Change Order. If the Owner does not provide written notice, and the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain the required insurance, the Owner shall reimburse the Contractor for all reasonable costs and damages attributable thereto.~~ **§ 11.1.3** Certificates of insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work and thereafter upon renewal or replacement of each required policy of insurance. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment as required by Section 9.10.2 and thereafter upon renewal or replacement of such coverage until the expiration of the time required by Section 11.1.2. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be

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furnished by the Contractor with reasonable promptness. If this insurance is written on the Comprehensive General Liability policy form, the Certificates shall be AIA Document G705, Certificate of Insurance. If this insurance is written on a Commercial General Liability policy form, ACORD form 25S will be acceptable.

...

§ ~~11.2.3~~ 11.1.4 Notice of Cancellation or Expiration of ~~Owner's Required Property~~ Contractor's Required Insurance. Within three (3) business days of the date the ~~Owner~~ Contractor becomes aware of an impending or actual cancellation or expiration of any ~~property~~ insurance required by the Contract Documents, the ~~Owner~~ Contractor shall provide notice to the ~~Contractor~~ Owner of such impending or actual cancellation or expiration. ~~Unless~~ Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of ~~the Contractor: (1) the Contractor, upon receipt of notice from~~ the Owner, ~~shall~~ have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by ~~either the Owner or the Contractor; (2) the Contract Time and Contract Sum shall be equitably adjusted; and (3) the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent any loss to the Owner would have been covered by the insurance had it not expired or been cancelled. If the Contractor purchases replacement coverage, the cost of the insurance shall be charged to the Owner by an appropriate Change Order.~~ the Contractor. The furnishing of notice by the ~~Owner~~ Contractor shall not relieve the ~~Owner~~ Contractor of any contractual obligation to provide any required coverage.

...

§ 11.2 Owner's Insurance

...

The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance.

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§ 11.6 PERFORMANCE BOND AND PAYMENT BOND

...

§ 11.6.1 The Contractor shall furnish a Performance Bond and a Payment Bond. The amount of each bond shall be equal to 100 percent of the Contract Sum. Any person or firm executing a bond upon the Contractor's Work under this Contract shall be deemed to have consented in advance to any changes in the Work made by order of Owner as set forth in Article 7; and any such changes made under these provisions shall in no way alter or impair the obligations of the person or firm executing such bond.

...

§11.6.1.1 The Contractor shall deliver the required bonds to the Owner not later than three days following the date the Agreement is entered into, or if the Work is to be commenced prior thereto in response to a letter of intent, the Contractor shall, prior to the commencement of the Work, submit evidence satisfactory to the Owner that such bonds will be furnished.

...

§11.6.1.2 The Contractor shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of the power of attorney, indicating the monetary limit of such power.

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...

§11.6.1.3 The Contractor shall provide each bond on the form required by Owner.

...

§11.6.1.4 No sureties will be accepted by the Owner who are now in default or delinquent on any bonds or who are interested in any litigation pending against the Owner during the term of this Contract. All bonds shall be executed by a corporate surety authorized to do business in the State of Texas. The surety company or companies furnishing the surety bonds for this Contract must show a Texas Department of Insurance underwriting limitation not less than the total amount of the Contract. Each bond shall be executed by the Contractor and the Owner. Should any surety be determined unsatisfactory at any time by the Owner, notice will be given to the Contractor, and the Contractor shall immediately provide a new surety (complying with Article 11) acceptable to the Owner and at no additional cost to the Owner. This Contract shall not be valid nor will any payments be due or paid until approval of each bond by the Owner.

...

§ 11.6.2 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

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§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, ~~the Contractor shall be entitled to an equitable adjustment to the Contract Sum and Contract Time as may be appropriate.~~ costs of uncovering and replacement shall, by appropriate Change Order, be at the Owner's expense. If such Work is not in accordance with the Contract Documents, ~~the costs of uncovering the Work,~~ such costs and the cost of correction, shall be at the Contractor's ~~expense.~~expense unless the condition was caused by the Owner or a separate contractor in which event the Owner shall be responsible for payment of such costs.

...

§ 12.2.2.3 The one-year period for correction of Work shall ~~not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.~~be extended from the date corrective Work is performed by the Contractor.

...

§12.2.6 Owner shall have the right to operate equipment until defects are corrected and warranties met, and shall have the right to operate rejected equipment until it is replaced without charge for depreciation, use or wear.

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The Contract shall be governed by the law of the place where the Project is ~~located, excluding that jurisdiction's choice~~ located.

...

~~of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.~~**§13.1.2** The Owner has adopted a prevailing wage rate schedule as more

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fully described in the Project Manual or other Contract Documents. The Contractor and each Subcontractor shall pay to all laborers, workmen and mechanics employed by them in the execution of this Work not less than such rates for each craft or type of workman or mechanic needed to execute the Work. If it becomes necessary to employ any person in a trade or occupation not herein listed, such person shall be paid not less than an hourly rate fairly comparable to the prevailing wage rates adopted by Owner. This determination of prevailing wages shall not be construed to prohibit the payment of more than the rates shown. In compliance with Texas Government Code, Chapter 2258, the Contractor and each subcontractor shall forfeit, as a penalty to the Owner, sixty dollars ($60.00) for each laborer, workman or mechanic employed by them, for each calendar day, or portion thereof, such laborer, workman or mechanic is paid less than the rates adopted by Owner.

...

§ 13.3 Written Notice

...

Written notice shall be deemed to have been duly served if delivered in person to the individual, to a member of the firm or entity, or to an officer of the corporation for which it was intended; or if delivered at, or sent by registered or certified mail or by courier service providing proof of delivery to, the last business address known to the party giving notice.

...

§ 13.4 Rights and Remedies

...

§ ~~13.3.1~~ 13.4.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.

...

§ ~~13.3.2~~ 13.4.2 No action or failure to act by the Owner, Architect, or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed upon in writing.

...

§ ~~13.4~~ 13.5 Tests and Inspections

...

§ ~~13.4.1~~ 13.5.1 Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of (1) tests, inspections, or approvals that do not become requirements until after bids are received or negotiations ~~concluded. The Owner shall directly arrange and pay for~~ concluded and (2) tests, inspections, or approvals where building codes or applicable laws or regulations ~~so require.~~prohibit the Owner from delegating their cost to the Contractor.

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§ ~~13.4.2~~ 13.5.2 If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section ~~13.4.1,~~ 13.5.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection, or approval, by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section ~~13.4.3,~~ 13.5.3, shall be at the Owner's expense.

...

§ ~~13.4.3~~ If 13.5.3 If such procedures for testing, inspection, or approval under Sections ~~13.4.1 and 13.4.2~~ 13.5.1 and 13.5.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation for the Architect's services and expenses, shall be at the Contractor's expense.

...

§ ~~13.4.4~~ 13.5.4 Required certificates of testing, inspection, or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.

...

§ ~~13.4.5~~ 13.5.5 If the Architect is to observe tests, inspections, or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

...

§ ~~13.4.6~~ 13.5.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

...

§ ~~13.5~~ 13.6 Interest

...

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at twelve percent (12%) per annum.

...

§ 13.7 Time Limits on Claims

...

~~the rate~~ The Owner and Contractor shall commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other arising out of or related to the Contract in accordance with the requirements of the final dispute resolution method selected in the Agreement within the time period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all claims and causes of action not commenced in accordance with this Section 13.7.

...

§13.8 Equal Opportunity

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...

§13.8.1 The Contractor shall maintain policies of employment as follows:

...

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

...

~~the parties agree upon in writing or,~~ §13.8.1.2 The Contractor and the Contractor's Subcontractors shall, in all solicitations or advertisements for employees placed by them or on their behalf, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex or national origin.

...

§13.9 Criminal Background

...

§13.9.1 No person shall be engaged by the Contractor or any Sub-Contractor to work on Owner property where students are present who have charges pending, or who have been convicted, received probation or deferred adjudication for the following:

...

1. Any offense against a child;

...

2. Any sex offense;

...

3. Any crimes against persons involving weapons or violence;

...

4. Any felony offense involving controlled substances;

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5. Any felony offense against property; or

...

6. Any other offense that the Owner believes might compromise the safety of students, staff or property.

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...

It shall be the responsibility of the Contractor and Sub-Contractor to ensure compliance with this provision.

...

§13.9.2 Any person associated with, engaged and/or representing on site or doing business with the Owner shall submit such background information as may be requested by the Owner in order to enable the Owner to perform criminal background evaluations/investigations for the following individuals:

...

1. General Contractor - Project Manager, Superintendent, Field Engineers and Foreman.

...

2. Subcontractors - Project Manager, Superintendent, Foreman.

...

3. Trades - Management personnel on site.

...

~~the absence thereof,~~ A copy of Criminal History Check form shall be available for review by the employer and affected party at the Owner's Administrative Office during normal business hours.

...

§13.10 Working Time and Working Restrictions

...

§13.10.1 THE ENTIRE BUILDING SHALL REMAIN TOBACCO-FREE AT ALL TIMES.

...

§13.10.2 Normal working hours and normal working days for Contractor's work on this Project shall be between 7:00 a.m. and 8:00 p.m., Monday through Friday, except as otherwise noted below. The Owner may require that certain limited portions of the Work be accomplished after normal working hours or other than on normal working days.

...

§13.10.3 Should Contractor desire to carry out portions of the Work at times other than between the hours and days stipulated above, he shall submit written request to do so to the Owner together with specific calendar days and hours he wishes to work and a description of the activities he proposes to carry out during those times. Construction activities will not be permitted at ~~the legal rate prevailing from~~ times other than those specified or subsequently approved in writing by the Owner. Only those activities specifically approved by Owner will be permitted during hours or on days other than those stipulated above.

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...

§13.10.4 No extension of time will be granted and no "extra" or additional amount will be paid due to failure of Owner to approve performing of construction activities during hours other than those stipulated above.

...

§13.10.5 Work performed other than between 7:00 a.m. and 8:00 p.m., Monday through Friday, shall be done at no additional cost, whether work at other times is required by Owner or requested by Contractor and approved by Owner.

...

§13.10.6 If necessary in order to complete Work within time fixed in Contract or any extension thereof, Contractor shall request approval from Owner to perform work before 7:00 a.m. or after 8:00 p.m. or on weekends or holidays, and if Owner approves, shall perform work during such additional times and on such additional days as have been approved, at ~~the place where~~ no additional cost to Owner. Work during such additional times and on such additional days shall continue only so long as is necessary to return work to on schedule or to complete the Work within the Contract Date.

...

~~the Project is located.~~**§13.10.7** The requirements of Subchapter J, Chapter 552, Government Code, may apply to this Agreement and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter.

...

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the ~~Contractor, a Subcontractor, a Sub-subcontractor,~~ Contractor or a Subcontractor, Sub-subcontractor or their agents or employees, or any other persons or entities performing portions of the ~~Work,~~ Work under direct or indirect contract with the Contractor, for any of the following reasons:

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.2 An act of government, such as a declaration of national emergency, that requires all Work to be stopped; or

...

.3 Because ~~the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because~~ the Owner has not made payment on a Certificate for Payment approved by the Architect within thirty (30) days after receipt of written notification from Contractor that the time for payment stated in the Contract ~~Documents; or~~

...

~~**.4** The Owner has failed to furnish to the Contractor reasonable evidence as required by Section 2.2.~~Documents has expired.

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...

§ 14.1.2 ~~The Contractor may terminate the Contract if, through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, repeated suspensions, delays, or interruptions of the entire Work by the Owner as described in Section 14.3, constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.~~Intentionally deleted.

...

§ 14.1.3 If one of the reasons described in Section 14.1.1 ~~or 14.1.2~~ exists, the Contractor may, upon ~~seven days'~~ fourteen (14) days' written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work properly executed, as well as reasonable overhead and profit on Work not ~~executed, and costs incurred by reason of such termination.~~executed.

...

§ 14.1.4 ~~If~~ Intentionally deleted.

...

~~the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, or their agents or employees or any other persons or entities performing portions of the Work because the Owner has repeatedly failed to fulfill the Owner's obligations under~~ **§14.1.5** Any payment due to, or recovered by, Contractor under paragraph 14.1.3 above shall not exceed the remainder, if any, after subtracting the total of the previous payments made by Owner to Contractor from the lesser of:

...

~~the Contract Documents with respect to matters important to the progress of the Work,~~ (a) the fair value (not Contractor's cost or profit) of the properly executed Work; or

...

~~the Contractor may, upon seven additional days' notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.~~(b) an amount determined by multiplying the contract price, as adjusted by change orders, times the percentage of Work completed.

...

.4 otherwise is guilty of substantial breach of a provision of the Contract ~~Documents.~~Documents; or

...

.5 Contractor becomes insolvent or makes a general assignment for the benefit of its creditors.

...

§ 14.2.2 When any of the ~~reasons described in Section 14.2.1 exist, and upon certification by the Architect that sufficient cause exists to justify such action,~~ above reasons exist, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

...

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.3 Finish the Work by whatever reasonable method the Owner may deem expedient. ~~Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.~~

...

§ **14.2.4.1** The costs of finishing the Work include, without limitation, all direct costs incurred by the Owner by reason of the termination of the Contractor as stated herein, including without limitation, attorney and other professional fees, insurance premiums and interest costs.

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§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay, or interruption under Section 14.3.1. Adjustment of the Contract Sum ~~shall~~ may include profit. No adjustment shall be made to the extent

...

§ 14.4.2 Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Contractor shall

...

§ 15.1.3.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party under this Section 15.1.3.1 shall be initiated within ~~21~~ 10 days after occurrence of the event giving rise to such Claim or within ~~21~~ 10 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

...

§ 15.1.3.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party. ~~In such event, no decision by the Initial Decision Maker is required.~~

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§ 15.1.4.2 ~~The Contract Sum and Contract Time shall be adjusted in accordance with the Initial Decision Maker's decision, subject to the right of either party to proceed in accordance with this Article 15. The Architect will~~ The Architect will prepare Change Orders and issue Certificates for Payment in accordance with the decision of the Initial Decision Maker.

...

If the Contractor wishes to make a Claim for an increase in the Contract ~~Sum, notice as provided in Section 15.1.3 shall be given~~ Sum or for extra costs or damages, he shall give the Architect and the Owner written notice thereof within ten days after the event giving rise to such claim. This notice shall be given by the Contractor before proceeding to execute the portion of the Work that is the subject of the ~~Claim. Prior notice is not required for Claims relating to~~ Claim except in an emergency endangering life or property ~~arising under Section 10.4.~~ in which case the Contractor shall proceed in accordance with paragraph 10.4. Such claim, with the recommendation of the Architect, will be submitted to the Owner and its action shall be final and binding. Failure to give such notice shall be a waiver of the claim and such claim or possible claim shall be invalid and unenforceable unless so made. Compliance by the Contractor with this paragraph does not validate any claim which is otherwise invalid.

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...

§ 15.1.6.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, ~~notice as provided in Section 15.1.3 shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.~~the Contractor shall provide written notice as required by Sections 8.3.1 and 8.3.5.

...

§ 15.1.6.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented ~~by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and had an adverse effect on the scheduled construction.~~in accordance with Section 8.3.5.

...

§ 15.2 Initial Decision - Intentionally Deleted

...

~~**§ 15.2.1** Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim. If an initial decision has not been rendered within 30 days after the Claim has been referred to the Initial Decision Maker, the party asserting the Claim may demand mediation and binding dispute resolution without a decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.~~

...

~~**§ 15.2.2** The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.~~

...

~~**§ 15.2.3** In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.~~

...

~~**§ 15.2.4** If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of the request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished, or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.~~

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...

~~**§ 15.2.5** The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.~~

...

~~**§ 15.2.6** Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.~~

...

~~**§ 15.2.6.1** Either party may, within 30 days from the date of receipt of an initial decision, demand in writing that the other party file for mediation. If such a demand is made and the party receiving the demand fails to file for mediation within 30 days after receipt thereof, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.~~

...

~~**§ 15.2.7** In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.~~

...

~~**§ 15.2.8** If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.~~

...

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.7, shall be subject to mediation as a condition precedent to ~~binding dispute resolution.~~the institution of legal or equitable proceedings by either party.

...

§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation ~~which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement.~~ which shall be in accordance with the provisions of Section 154.023, Texas Civil Practice and Remedies Code. A request for mediation shall be ~~made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.~~filed in writing with the other party to this Contract.

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...

~~**§ 15.3.3** Either party may, within 30 days from the date that mediation has been concluded without resolution of the dispute or 60 days after mediation has been demanded without resolution of the dispute, demand in writing that the other party file for binding dispute resolution. If such a demand is made and the party receiving the demand fails to file for binding dispute resolution within 60 days after receipt thereof, then both parties waive their rights to binding dispute resolution proceedings with respect to the initial decision.~~Intentionally deleted.

...

§ 15.4 Arbitration – Intentionally Deleted

...

~~**§ 15.4.1** If~~

PAGE 52

§ARTICLE 16: ADDITIONAL PROVISIONS FOR LIQUIDATED DAMAGES

...

§16.1 Contractual Provisions

...

~~**the** parties have selected arbitration as **the** method **for** binding dispute resolution **in the** Agreement, any Claim subject to, but not resolved by, mediation shall **be** subject to arbitration which, unless the parties mutually agree otherwise,~~ §16.1.1 **It is hereby understood and mutually agreed, by and between the Contractor and the Owner, that the date of beginning and the time for completion as specified in the Contract of the Work to be done hereunder are essential conditions of this Contract.**

...

~~**shall be** administered by the American Arbitration Association **in accordance with** its Construction Industry Arbitration Rules in effect on **the** date **of the** Agreement. The Arbitration shall be conducted in **the** place where **the** Project **is** located, unless another location is mutually agreed upon. A demand **for** arbitration~~ §16.1.2 **Contractor agrees that said work shall be prosecuted in accordance with the provisions of this Contract at such a rate of progress as will ensure full completion thereof within the time specified. It is expressly understood and agreed, by and between the Contractor and Owner, that the time for the completion of the Work described herein is a reasonable time for completion of the same.**

...

~~shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.~~**§16.1.3** If the said Contractor shall neglect, fail or refuse to complete the Work within the time indicated above or any proper extension thereof granted by the Owner, then the Contractor does hereby agree, as a part consideration for the awarding of this Contract, to pay to

...

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~~**§ 15.4.1.1** A demand for arbitration shall be made no earlier than concurrently with the filing of a request **for** mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.~~the Owner the amount specified in the Contract, not as a penalty but as liquidated damages for such breach of Contract, as hereinafter set forth for **$500.00, for each and every calendar day** that the Contractor shall be in default after the time stipulated in the Contract for completing the Work. Such damages shall be cumulative and not in lieu of any other rights or remedies of Owner against Contractor as a result of any breach by Contractor hereunder.

...

§~~**15.4.2 The** award rendered **by the** arbitrator or arbitrators shall be final, **and** judgment may be entered upon it **in** accordance with applicable law in any court having jurisdiction thereof.~~16.1.4 **The said amount is fixed and agreed upon by and between the Contractor and the Owner because of the impracticality and extreme difficulty of fixing and ascertaining the actual damages the Owner would in such event sustain.**

...

~~**§ 15.4.3** The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement, shall be specifically enforceable under applicable law in~~ **§16.1.5** It is further agreed that time is of the essence of each and every portion of this Contract and of the Specifications wherein a definite and certain length of time is fixed for the performance of any act whatsoever, and where under the Contract an additional time is allowed for the completion of any work, the new time fixed by such an extension shall be of the essence of this Contract. Provided, that the Contractor shall not be charged with liquidated damages or any excess costs when the delay in completion of the Work is due:

...

~~any court having jurisdiction thereof.~~**.1** To any

...

§ 15.4.4 ~~Consolidation or Joinder~~ performance, priority or allocated order duly issued by the Government;

...

~~**§ 15.4.4.1** Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).~~**.2** To unforeseeable cause beyond the control and without the fault or negligence of the Contractor, including but not limited to, acts of God, or of the public enemy, acts of the Owner, acts of another contractor in performance of a contract with the Owner, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and severe weather;

...

~~**§ 15.4.4.2** Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.~~**.3** To any delays of subcontractors or suppliers occasioned by any of the causes specified in subparagraphs of this Article.

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...

~~**§ 15.4.4.3** The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as those of the Owner and Contractor under this Agreement.~~**§16.1.6** Provided, further, that the Contractor shall, within 10 days from the beginning of such delay, unless the Owner shall grant a further period of time prior to the date of final settlement of the Contract, notify the Owner in writing of the cause of the delay, who shall ascertain the facts and extent of the delay and notify the Contractor within a reasonable time of its decision in the matter.

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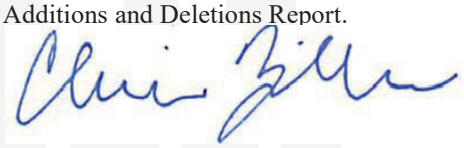
Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Christopher C. Zillmer/blg, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 12:42:11 CT on 10/11/2024 under Order No. 4104242442 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A201™ - 2017, General Conditions of the Contract for Construction, other than those additions and deletions shown in the associated Additions and Deletions Report.

 /blg

(Signed)

(Title)

October 11, 2024

(Dated)

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SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting Agenda Item No. H.7.

Meeting Date: 10/6/2025

Prepared By: Nate Strauch, Community and Support Services Manage

Approved By: Zachary Flores, Acting City Manager

Caption:

**** Resolution No. 7583***

Authorizing Execution of Payment of Funds Under the City of Sherman's Downtown Building Improvement Grant Program for the Renovations to 202-212 N Walnut Street to David Downtain, D/B/A RP Sherman Properties II, LLC

Issue:

Authorizing Execution of Payment of Funds Under the Downtown Building Improvement Grant Program for the Renovations to 202-212 N Walnut Street to David Downtain, D/B/A RP Sherman Properties II, LLC

Background:

The Downtown Building Improvement Grant is designed to stimulate substantial, visible, and permanent improvements to historically significant buildings and to spur interest in vacant and underutilized buildings of historical value in the downtown TIRZ. Grants under the program are awarded at the City Council's sole discretion, in the maximum amount of $300,000 per project.

This application is for improvements to the structure built in approximately 1930, currently addressed as 202-212 N Walnut Street, and known locally as the Hare Building. The qualified costs for renovation work are $613,000.

Capital Improvement Program:

No

Origination:

Applicant

Financial Consideration:

The project is eligible for a DBIGger reimbursement grant in the amount of $142,000 and a fire suppression grant in the amount of $22,500, for a total of $164,500.

Staff Recommendation:

Staff recommends approval.

Alternatives:

As directed by Council

Attachments:

1. Resolution No. 7583
2. walnut - DBIG Application 08.21.2025

RESOLUTION NO. 7583

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF PAYMENT OF FUNDS UNDER THE CITY OF SHERMAN'S DOWNTOWN BUILDING IMPROVEMENT GRANT PROGRAM FOR THE RENOVATIONS TO 202 -212 N WALNUT STREET TO DAVID DOWNTAIN, D/B/A RP SHERMAN PROPERTIES II, LLC; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS:

SECTION 1. That the City Manager be and is hereby authorized and directed, subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to execute payment to David Downtain d/b/a RP Sherman Properties II, LLC for improvements to 202-212 N. Walnut St. under the City of Sherman's Downtown Building Improvement Grant Program, in accordance with all contract documents attached hereto and made a part hereof for all purposes.

SECTION 2. That it is hereby officially found and determined that the meeting at which this resolution is passed is open to the public and that public notice of the time, place, and purpose of said meeting was given as required by law.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS on this the 6th day of October 2025.

CITY OF SHERMAN, TEXAS

BY: _____
SHAWN TEAMANN, MAYOR

ATTEST:

BY: _____
TERI FINE, CITY CLERK

APPROVED AS TO FORM AND CONTENT:
THE LAW FIRM OF ABERNATHY, ROEDER, BOYD & HULLETT, P.C

BY: _____
RYAN D. PITTMAN, CITY ATTORNEY

Downtown Building Improvement Grant Application and Agreement

The information requested below will be used to process your application under the terms and conditions of the City of Sherman's Downtown Building Improvement Grant. All grant applications must include pictures of the current building, designs or renderings of the finished product, and historical pictures, if available.

I. Applicant Information

1. Applicant(s) name: RP Sherman Properties II, LLC

   Mailing address: 1200 N East St

   City: Sherman State: TX Zip: 75090

2. Applicant's daytime telepbone number: (972) 832-8011

   E-mail address: DDowntain@risenproperties.com

3. Status of applicant (please check one)
   - ____ Property owner with vacant facility
   - X Property owner with tenant business
   - ____ Property owner/operator of existing business on property
   - ____ Property tenant with property owner consent
   - ____ Property deed, lease, or other document evidencing applicant's status

5. Length of ownership/ lease: 4 years
   Date purchased/ leased: 07/02/2021

II. Property Information

1. Address of property to be improved: 202-212 N Walnut St Sherman, TX 75090

2. Legal description of subject property:
   SHANNON T J SUPPLEMENT, BLOCK D, LOT PT 7, 8 & 9, 50X150 & 100X121 19600 SF, ACRES .2428

3. Grayson County Tax Assessor Parcel Number(s):
   161971

4. Year built: ~1900 Square footage: 4400
   (Eligible buildings must be at least 50 years of age.)

6. What are the current types of businesses or other uses occupying the building?
   Hair salon, spa, winery, and photography studio

7. Name and phone number of tenant(s), if applicable: Plushed Spa 580.579.7630; Katee Bratcher Photography 903.818.7328; House of Elegance 940.299.9634; Rio to Red Winery 903.422.6134
   (Attach additional names/numbers, if needed)

8. Use of building after construction: Retain current tenants, create space for Plushed Spa & Aesthetics

9. Number of parking spaces provided: 5 Proposed: 0 new Total: 5

10. Current zoning: Central Business District

11. Is a zoning amendment required? Yes___ No X

III. Project Description

1. Description of Proposed Improvements. Please provide a detailed description of your proposed improvements. Attach a copy of your architectural or design plans.

Description:
This project will involve comprehensive structural improvements and the safe removal of asbestos to ensure the building meets current safety and building codes. Essential infrastructure upgrades will include modernizing the plumbing, electrical, and mechanical systems throughout the property. To enhance both energy efficiency and curb appeal, the storefront will be revitalized with new doors, energy-efficient windows, and an awning spanning the length of the building. Inside, the building will undergo full renovation, featuring new drywall, fresh paint, and updated millwork. New flooring will be installed throughout, along with contemporary electrical and plumbing fixtures. Additionally, fully ADA-compliant restrooms will be constructed to ensure accessibility for all visitors and patrons. These upgrades will not only preserve the historic character of the building but also prepare it for long-term, sustainable use in the heart of downtown.

□ Designs Attached	□ "Before" Picture(s) Attached

2. How many jobs will be **retained** once the project is completed?

7 Full-time positions 2 Part-time positions

3. How many **new positions** will result from this project?

7 Full-time positions 1 Part-time positions

IV. Work Estimates

Please attach a minimum of two (2) independent contractor estimates for the proposed improvements. Please note that grant funding shall be based on the lowest bid. Eligible costs shall be the cost of materials, equipment, and contracted labor to complete eligible improvements.

1. Name/Company and Phone Number of Preferred Contractor:
d2 Builders, LP
940.289.0200
Amount: $613,000

2. Name/Company and Phone Number of Second Contractor:
Joe Tully - Pintail Restoration
469.642.9910
Amount: $674,000

3. Additional Estimates/Comments: (Please attach additional quotes, as required)

4. Total estimated costs of your improvements: $615,000

5. Estimated completion date for your improvements? 03/01/2026

VI. Agreement of Applicant and Property Owner

I/We, RP Sherman Properties II, LLC, of the City of Sherman, County of Grayson, State of Texas, declare under penalty of perjury that the information contained in this application is true and correct and that the information contained in the documents that accompany this application is true, correct, and complete. I/We certify and warrant that the proposed work described in this Application meets the eligibility requirements of the City of Sherman Downtown Building Improvement Grant Program. In exchange for the City of Sherman's consideration of this application, I/We hereby agree to the following:

I/We hereby authorize City of Sherman employees and agents to perform inspections of my/our property if granted funds under the City of Sherman Downtown Building Improvement Grant Program, both before and during the work for which funds are granted under this Program and after completion of the work to ensure compliance with the terms and conditions of the Program and all other applicable ordinances and other laws.

I/We acknowledge that any work carried out prior to written confirmation of grant approval may not be eligible for reimbursement.

I/We acknowledge receiving, understanding, and accepting the terms and conditions of the City of Sherman Downtown Building Improvement Grant Program, and agree to fully comply with the same along with all other applicable ordinances and other laws, all of which are incorporated herein by reference, if granted funds under the Program. I agree that the City of Sherman is entitled to the immediate return or reimbursement of any and all funds paid to the Applicant or other persons under the Program, plus interest and collection costs, in the event the Applicant fails to complete the work for which the grant was approved or otherwise fails to comply with all applicable Program guidelines and requirements, ordinances and other laws. I/We Applicants further acknowledge and agree that, if funds provided by the City to the Applicant under the Program are determined at any time not to comply with applicable state laws relating to the authorized uses of such funds, all funds paid to the Applicant or other persons under the Program shall be immediately returned or reimbursed to the City.

Chapter 2264 Certification: Pursuant to Chapter 2264 of the Texas Local Government Code, I/We hereby certifies that the Applicant's business, or a branch, division, or department of the Applicant's business, does not and will not knowingly employ an undocumented worker. An undocumented worker means an individual who, at the time of employment, is not lawfully admitted for permanent residence to the United States or authorized under the law to be employed in that manner in the United States. If after receiving this grant from the City of Sherman, Applicant, or a branch, division, or department of Applicant's business, is convicted of a violation under 8 U.S.C. Section 1324a(f), Applicant shall repay the amount of the grant with interest, at the rate and according to the terms provided by this Agreement under Section 2264.053 of the Texas Local Government Code, not later than the 120th day after the date the Applicant is notified of the violation. I/We agree that this document serves as an agreement under Chapter 380 of the Texas Local Government Code.

I/WE AGREE TO INDEMNIFY, RELEASE, DEFEND AND HOLD HARMLESS THE CITY OF SHERMAN AND ITS OFFICERS, EMPLOYEES AND AGENTS, FROM AND AGAINST ALL CLAIMS, LOSSES, LIABILITIES, DAMAGES, SUITS, ACTIONS, OR PROCEEDINGS ASSERTED OR BROUGHT BY ANY PERSON, INCLUDING APPLICANT AND THE PROPERTY OWNER AND THEIR RESPECTIVE OFFICERS, EMPLOYEES, AGENTS, CONTRACTORS, AND SUBCONTRACTORS, ARISING OUT OF PERSONAL INJURY, DEATH OR PROPERTY DAMAGE FROM ANY CAUSE WHATSOEVER IN WHOLE OR IN PART ARISING OUT OF THIS AGREEMENT OR THE ACTIVITIES COMPLETED HEREUNDER.

Applicant or Authorized Agent of Applicant

David Downtain

Property Owner (if different from Applicant)
or Authorized Agent of Property Owner

VII. Consent of the Owner to the Use and Disclosure of Information

I/We, RP Sherman Properties II, LLC, am the owner of the land that is the subject of this Application, and I/we authorize and consent to the use by or the disclosure to any person or public body, including the City of Sherman, of any personal or other information that is collected for the purposes of processing this application and administering the grant program. (*Note: Information provided in this application will become a public record, subject to disclosure under the Texas Public Information Act and/or Texas Open Meetings Act.)*

Date

Signature of Owner(s)

Budget: Hare Building - 202-212 Walnut St

Renovation Information:

Overall

Primary Utility -Wet	14,000	
Fire Sprinkler	45,000	
Exterior Façade	96,000	
Parking Lot	36,000	
		191,000

Interior:

Demolition & Asbestos	28,000	
Mechanical	36,000	
Electrical	41,000	
Plumbing	37,000	
Finishes and Fixtures	182,000	
Bathrooms	82,000	
Misc. & Soft Cost	16,000	
		422,000
		613,000

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting Agenda Item No. H.8.

Meeting Date: 10/6/2025

Prepared By: Teri Fine, Assistant to the City Manager

Approved By: Zachary Flores, Acting City Manager

Caption:
RESOLUTION NO. 7584
Adopting a Revised Municipal Utility District Policy

Issue:
Updating MUD Policy

Background:
A Policy Committee has been created to review City policies and create a central repository for policies.
The Policy Committee will review and revise City policies regularly to ensure compliance with all local, state and federal regulations.
There are no substantial changes to the Municipal Utility District (MUD) Policy. The Committee did update the formatting and clarified some language within the policy.

Capital Improvement Program:
N/A

Origination:
City Manager's Office

Financial Consideration:
None

Staff Recommendation:
Staff recommends approval of the policy.

Alternatives:
Council may request additional changes.

Attachments:
1. Resolution No. 7584
2. MUD Policy - Revised 10.06.2025 (3) (1)

RESOLUTION NO. 7584

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, ADOPTING A REVISED MUNICIPAL UTILITY DISTRICT POLICY; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

WHEREAS, City policies are used to provide the City Council guidance on whether the creation of a special district, or funding for a special district, is in the best interest of the City; and

WHEREAS, the City of Sherman Special District Subcommittee has developed a Municipal Utility District Policy which meets these goals; and

WHEREAS, the City Council approved Resolution 7431 at the Regular City Council Meeting of November 18, 2024, adopting the Municipal Utility District Policy;

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

SECTION 1. That all prior Municipal Utility District Policy of the City of Sherman are hereby revoked in their entirety.

SECTION 2. That the City of Sherman a Municipal Utility District Policy attached hereto and made a part hereof for all purposes, is hereby adopted and shall now and hereafter govern the Municipal Utility District activity of the City of Sherman.

SECTION 3. That it is hereby officially found and determined that the meeting at which this resolution is passed is open to the public and that public notice of the time, place, and purpose of said meeting was given as required by law.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, on this the 6th day of October 2025.

CITY OF SHERMAN, TEXAS

ATTEST:

BY: _____
TERI FINE, CITY CLERK

BY: _____
SHAWN TEAMANN, MAYOR

APPROVED AS TO FORM AND CONTENT:
THE LAW FIRM OF ABERNATHY, ROEDER, BOYD & HULLETT, P.C.

BY: _____
RYAN D. PITTMAN, CITY ATTORNEY

People - Quality - Image

City of Sherman Policy and Procedure Manual Administrative Directive	
Subject: Municipal Utility Districts	**Number: Admin 1**
Effective Date: 11/18/2024	
Review/Revision Date: 10/6/2025 (Rev 1)	**Approved:** **Dr. Zachary Flores**

I. Policy Statement

A Municipal Utility District (MUD) is one of several types of special districts that function as independent, limited governments. The purpose of a MUD is to provide a developer with an alternate way to finance infrastructure, such as water, sewer, drainage, and roads and facilities. Managed by a Board elected by property owners within the MUD, a MUD may issue bonds to reimburse a developer for authorized improvements, and the MUD will utilize property tax revenues and user fees received from water and sewer services operated by the MUD to repay the debt. As the MUD pays off its debt, more of its tax revenue can be directed to enhancing services for their residents.

II. Purpose

The purpose of this policy is to outline the policies and procedures the City will use to consider whether creation of a MUD, the levy of an ad valorem tax, issuance of MUD bonds, information disclosure to property owners, and determination of annual plans and budgets are in the best interests of the City or its ETJ. This policy outlines the items needed to be addressed by the property owners seeking the creation of a MUD ("Petitioner") before the City Council can consent to the creation of the MUD. Any requests for adjustments, exceptions, or waivers to this policy must be reviewed and approved by the City.

III. Definitions

For the purpose of this policy certain terms and words are to be used and interpreted as defined hereinafter. Words used in the present tense shall include the future tense; words in the singular number include the plural and words in the plural number include the singular, except where the natural construction of the writing indicates otherwise. The word shall is mandatory and not discretionary.

City Consent – The formal written approval granted by the City Council authorizing the creation of a Municipal Utility District within the City limits or consenting to its creation in the City's ETJ, pursuant to the Texas Water Code and applicable local policies.

Development Agreement - A legally binding contract approved by the City Council between the City and the MUD or Developer establishing the terms, conditions, responsibilities, and obligations of the parties related to the development, financing, infrastructure, and ongoing operations of the MUD.

Direct Pay Permit – A permit issued by the Texas Comptroller of Public Accounts allowing a holder to pay state and local sales and use taxes directly to the Comptroller, rather than through the retailer, for purchases of taxable goods and services.

ETJ (Extraterritorial Jurisdiction) – The unincorporated area that is contiguous to the corporate boundaries of the City, in which the City may exercise certain regulatory authority as provided in Texas Local Government Code Chapter 42.

Fund Balance Reserve Target - A City-established financial benchmark indicating the minimum reserve funds the MUD must maintain to ensure adequate resources for operations, maintenance, debt service, and unforeseen contingencies.

Municipal Utility District - A political subdivision of the State of Texas created under and subject to the authority, conditions, and restrictions of Article XVI, Section 59 of the Texas Constitution, and Chapters 49 and 54 of the Texas Water Code (and related statutes), with powers to provide water, wastewater, drainage, and other services within its boundaries.

Parkland Dedication Ordinance – The City ordinance requiring the dedication of land, or payment in lieu thereof, for public park purposes as a condition of development approval, as codified in the City of Sherman Code of Ordinances.

Parks and Trails Master Plan – The most recently adopted City plan that guides the development, improvement, and maintenance of the City's parks, trails, and open space system

Petitioner – The person or entity, including but not limited to a property owner, developer, or authorized representative, who formally requests the creation of a MUD and submits all required applications, fees, and documentation to the City.

Strategic Partnership Agreement - An agreement authorized under Texas Local Government Code Section 43.0751 between a municipality and a district, which may include the imposition of sales tax in the district, annexation terms, and other service provisions. The template for an agreement is in Exhibit D.

Transportation Impact Analysis (TIA) - An engineering study that assesses how a proposed development will affect the surrounding transportation network.

Utility District – A water control and improvement district, municipal utility district, or other similar special purpose district established under Texas law.

IV. Creation and Considerations

A MUD can be created by either (1) adoption of a district creation bill by the Texas Legislature or (2) by the Texas Commission on Environmental Quality (TCEQ) following a petition and consent process described in the Texas Water Code. For property located in the City's jurisdiction to be included in a MUD, City consent is required prior to creation as part of the TCEQ process. City consent is not required to create a MUD in the City's ETJ, but the creation process is lengthier and may not be successful without City consent. The consent to the creation of a MUD is at the discretion of the City Council.

To be considered for City Council approval, the development project supported by the MUD shall meet the following applicable requirements:

1. MUDs located in the City Limits are required to use City utility services, including water, sewer and solid waste.
2. The MUD must use the City's design and development standards
3. Park, trail and open space development should be consistent with the City's Parks and Trails Master Plan.
4. Parks within the MUD should be provided in a quantity and manner consistent with the City's parkland dedication ordinance.
5. Compliance with City tree preservation ordinance.
6. Execution of a development agreement with an approved Transportation impact analysis, with the City.
7. Infrastructure is inspected by the City (or County, whoever has applicable jurisdiction) to ensure appropriate design standards are met.
8. Utility infrastructure that services the proposed MUD should be consistent with the City's Water and Wastewater Master Plans.
9. The proposed MUD should demonstrate how utilities will be managed over time, including water and wastewater capacity and treatment, financial plan including proposed usage rate, and maintenance, operations and capital costs.
10. Costs to relocate any existing utility infrastructure are borne by the MUD.
11. The City may require a fund balance reserve target and require reporting on the fund balance at intervals set by the City.
12. The City, or applicable existing utility district or County, will inspect all utility infrastructure to ensure compliance with approval plans.
13. Where the long-term maintenance of the utility system is the responsibility of the MUD, a maintenance plan should be submitted to the City and the County for review.
14. The City may require the donation of land for fire stations or other public safety facilities if necessary for the provision of services by the City.
15. Primarily Residential Requirement - at least seventy-five percent (75%) of the total land area within the district boundaries is planned and designated for residential use, as shown in the approved concept plan and development agreement. This requirement ensures that the MUD's tax base is stable, predictable, sufficient to support debt services and operations, and is consistent with its statutory purpose of providing utility and related services to residential communities. Residential Use includes single-family homes, townhomes or duplexes, multifamily apartments or condominiums, accessory residential units, and associated community amenities such as clubhouses, pools, and recreation centers

    Commercial, office, and other nonresidential uses may be included within the MUD boundaries; however, such uses shall be secondary to the residential purpose of the district and shall be located, designed, and sized to serve the needs of the residents.

    The City Council shall make the final determination as to whether a proposed MUD meets the "primarily residential" requirement based on the submitted plans, development agreement, and any supporting documentation.

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16. A MUD shall only be considered if the MUD process would be considered superior to the use of standard City processes or other types of districts. Considerations include:
    a. The MUD shifts the cost and debt obligation away from the City, allowing faster build-out without draining municipal capital funds. Special districts funded by assessments are also less predictable than MUD taxes.
    b. Since the MUD has its own elected board of directors, the MUD projects do not compete with citywide needs, decision-making is more localized and can respond quicker to service needs and infrastructure issues.
    c. The MUD is responsible for the operation and upkeep of its own systems, funded by ongoing taxes and fees, thus relieving the City from the maintenance burden.
    d. The MUD can cover large or multi-phase developments, with flexibility to expand services as population grows. This scalability requires significant capital planning when financed by the City. Other special districts are more suited for localized improvements and not large, multi-phase developments.
    e. The MUD can provide additional amenities funded by the district. Other special districts focus primarily on enhancement and not full utility services. Cities are more limited to providing these type of amenities.
17. Consistent with the vision and goals in the City's Comprehensive Plan.
18. Ability to obtain all rights-of-way and easements necessary for the MUD.
19. Provide public school sites within the MUD boundary if required by the school district.
20. Develop in accordance with the submitted concept plan. Significant changes should be submitted to the City for approval.
21. The developer or landowner will require as part of the sales agreement that all builders and purchasers of property engaged in the project use a Direct Pay Permit from the State of Texas for the remittance of use tax on materials and services provided in connection with MUD property.
    a. The development agreement will require the developer or landowner to include contract language in his sales agreement with builders requiring use of Direct Pay Permit from the State of Texas related to construction of MUD property.
    b. Builders are responsible for obtaining and maintaining a valid Direct Pay Permit from the State of Texas.
    c. The contract between the developer or landowner and the builder shall require the builder to remit all sales and use taxes directly to the State using their Direct Pay Permit, as permitted by law.
    d. The builder agrees to maintain accurate records of all purchases and use of materials and services. The Builder shall provide the Developer with Direct Payment Use Tax Returns.
    e. Disbursements from MUD revenue to the Developer will require proof of compliance with Direct Pay Permit requirements, including but not limited to copies of Direct Payment Use Tax Returns.
22. Approval will not be granted until a Planned Development District has been established according to Chapter 14.02.021 of the City of Sherman's Code of Ordinances.
23. In addition, if the MUD is located in the ETJ , it must meet the following requirements for consent:

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a. Commercial property should be annexed into the City, or the MUD shall enter into a Strategic Partnership Agreement (Exhibit D) with the City for the purpose of remitting sales tax to the City on taxable goods and services generated in the MUD
b. Evaluation of impact on County services and plan to provide these services to the MUD residents, such as emergency services, and roads.

V. Application Process

1. After applicants apply (Exhibit A) and pay nonrefundable application fee of $20,000, City staff will contact the applicant to begin working on an agreement between the City and the MUD.

   For MUDs in the ETJ, the city must consent to the creation within 90 days after receiving the written request or the property owners of 50 percent or more of the land may petition the City Council and request water and sewer services. If the City and the owners fail to execute a contract within 120 days of receipt of the petition, the owners may petition TCEQ for creation and a hearing and ruling will result. The City and the owners both have a right of appeal.

2. A city cannot require annexation as a consent to creation, nor can a city place restrictions on MUDs that are not receiving city utilities.

3. In the event the Applicant requests meetings to discuss revisions, changes, or modification to the project plans after the initial plan has been accepted, the following terms shall apply:

   a. Initial Meeting: The Applicant is entitled to initial meetings, as determined by the City, at no additional cost, provided such meetings are scheduled and do not result from changes or deviations from the plan already provided to the City.
   b. Additional Meeting Fee: For each additional meeting requested by the Applicant as a result of changes, revisions, or alterations to the previously provided project plans, the Applicant shall be subject to an additional fee of $750 per meeting.
   c. Definition of an Additional Meeting: An “additional meeting” is defined as any meeting requested by the Applicant because of changes, deviations, or new requests that differ from the previously provided plans or scope of work. This includes, but is not limited to, in-person meetings, video conferences, or extended conference calls.
   d. Payment of Additional Fees: The Applicant agrees that the $750 fee per additional meeting shall be payable upon scheduling of the meeting.
   e. Waiver or Modification of Fee: The City reserves the right to waive or adjust the additional meeting fee based on the nature of the changes or revisions and overall impact on the project schedule.

VI. Financing

The development agreement between the MUD and the City should outline conditions with regards to bonds. These conditions may include, but not be limited to, the following:

1. Bonds will remain obligations of the MUD.
2. Once the MUD has established a maturity date of initial bonds, the maturity date for any additional bonds should not extend beyond the maturity date of the initial bonds.

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3. The City may require as a condition for consent to limit MUD bonds for the purposes of providing roads, water, wastewater and drainage, while requiring other infrastructure improvement be financed through other resources.
4. The MUD must be in compliance with all of its agreement with the City.
5. The MUD reporting requirements with regards to administering the bonds may include, but not be limited to, the following:
    a. Value of bonds proposed
    b. Project funded by such bonds
    c. Proposed debt service tax rate after issuance
6. After closing, provide the City with the Final Official statement and other information requested by the City.
7. The MUD must be financially self-sustaining with an ad valorem tax rate sufficient to support the services provided by the MUD.
8. The City property and land shall be exempted from all MUD taxes, assessment, fines and fees.
9. The MUD shall establish an Operations and Maintenance Tax pursuant to Section 49.107 of the Texas Water Code to cover ongoing maintenance and replacement of infrastructure.
10. If the MUD is in the ETJ it will not be annexed until 100% of the MUD bonds have been repaid.
11. To compensate the City for the value conferred to the Developer by virtue of the establishment of a MUD, the Developer will allocate 1% of the bond proceeds to the City for use for any City purpose.

VII. Governance

MUDs are governed by an elected board of directors under Texas Water Code Chapters 49, 50, and 54 and other laws applicable to all political subdivisions, like open meetings and open records requirements.

MUDs have the powers of eminent domain within the district; contracting authority; street or security lighting, and roads powers; enforcement of real property restrictions; and bond issuance.

An annual audit of the MUD by an independent CPA is required.

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Exhibit A

Municipal Utility District Application

The documents and narrative statement below must be submitted.

Normal Staff Review Time is 60 – 90 Days From Submission of a Complete Application.

Do Not Leave Blank Spaces, Fill Application to Completion.

Part 1 – PROPOSED PROJECT

1. Project Name:

2. Brief Explanation of the Project:

3. Full project Site Address (Include City Council District):

4. Tax Increment Reinvestment Zone, if in an existing Zone (TIRZ Name/Number):
5. Grayson County Appraisal District Information (use additional pages as needed) a. Property ID (s):
   b. Geographic ID (s):
   c. Legal Description(s):
   d. Current Land Assessed Value by parcel:
   e. Current Improvement Assessed Value by parcel:
6. Does applicant have site control of proposed project?

   If yes, provide proof/ if no, state plan to gain site control:

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7. Project Site Size in Acres:
8. Projected Project Start Date:
9. Projected Project Completion Date:
10. Residential Housing Units Project will Create: Include # of Units, SF, MF, Rents:
    a. Rental - # of Units w/Unit Mix:
    b. Rent Range:
    c. Affordable Housing Units:
    d. Market Rate:
    e. For Sale - # of Affordable Units:
    f. For Sale - # of Market Rate Unit:
11. Commercial Space Project will Create:
    a. Retail Space – Sq.Ft. :
    b. Retail Rental Price/Sq. Ft.:
    c. Office Space – Sq. Ft. :
    d. Office Rental Price/Sq. Ft.:
    e. Other Space – Sq. Ft. :
    f. Other Space Rental Price/Sq. Ft.:
    g. Type of Other Space:
12. Estimated Number of New Jobs to be Created, if Any (Indicate How Many Are PT and FT):
13. Estimated Value of Property/Project Site at Completion:
14. Current Zoning for the Project:
    a. Will the proposed project require any changes or variances to current zoning? If yes, what zoning is required?
    b. If a zoning change is required, has applicant started the rezoning process?
        i. When was application made?
        ii. Planned date to submit rezoning application?
15. Project Type (indicate all that apply)
    a. Affordable Housing
    b. Student Housing
    c. Mixed Income Housing
    d. Market Rate Housing

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e. Mixed Use Commercial
f. Office
g. Industrial
h. Historic Rehabilitation
i. Brownfield Redevelopment
j. Adaptive Reuse
k. Other, List:

16. On a separate sheet of paper, please address the following:
    a. Provide an executive summary / overview of your proposed project.
    b. Explain if the project complements or supports other programs and/or initiatives to bring private investment and jobs to the city. If so, please list and/or describe.
    c. Describe how the proposed project meets the goals established in the city's comprehensive plan - https://www.ci.sherman.tx.us/1227/comprehensive-plan
17. Provide a site plan and architectural rendering for the proposed project.

Part 2 – FUNDING INFORMATION

NOTE: Failure to fully and truthfully disclose the information required in this section may result in the disqualification of your application from consideration or termination of the development agreement.

18. Please provide the following funding information:
    a. Total Cost of Project: $
    b. Public Improvements: $
    c. Private Improvements: $
    d. Amount of Funding Requested (Gap): $
    e. Indicate When the Funds will be Initially Required (month/year):
    f. Has financing for the proposed project been secured?

       If "yes", provide evidence of lending commitments and financing sources.

       If "no", please provide an explanation:

19. Has this project applied for any other incentives through other entities, such as Sherman Economic Development Corporation, the State of Texas, or any other City department?

    If "yes", identify and provide copies of agreements:

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20. Attach a detailed sources and budget for the proposed project. The budget must outline all sources of funding (committed, received and/or requested) and the proposed uses of funding (expenses).
21. Provide a detailed project proforma.
22. Provide a copy of your organization’s most recent audited financial statement.

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EXHIBIT B

CITY OF SHERMAN, TEXAS INCENTIVE POLICY

SELF-DISCLOSURE STATEMENT

It is the intention of the City of Sherman to conduct certain due diligence as it continues negotiations with _____ ("Developer") relating to possible incentives to be provided by the City to such person or entity for economic or community development purposes (the "Project"). Please answer each of the following questions completely, thoroughly, and truthfully, to the best of your knowledge:

GENERAL INFORMATION

1. Applicant Information:

   Applicant Name (Business Name or Individual Names):

   Individual Street Address:
   City: State: Zip Code:

   Business Street Address:

   City: State: Zip Code:
   Primary Point of Contact:

   Telephone No.: Other No.:

   Email Address:

   Website Address:

2. Business Structure (Sole Proprietorship, Partnership, Joint Venture, etc.):
3. State of Business Organization: Year Business Entity Established:

   Number of Years in Business Under Business Entity Name:
4. Federal Employer Identification Number:
5. Texas Comptroller's Taxpayer Number (NOTE: This 11-digit Number Is Also Referred to as the Comptroller's TIN or TID):
6. DUNS Number (If Applicable):

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7. Printed Name of Contract Signatory:
   Position Title:
8. Annual Revenue: $
9. Total Number of Employees:
10. List of Related Companies or Subsidiaries:

11. Is Applicant Authorized and/or Licensed to do Business in Texas?

12. Local/County Operation:

    a. Does the Applicant Have an Office Located in Sherman, Texas?
    b. If yes, how long has the Applicant Conducted Business from its Sherman Office?
    c. State the Number of Full-Time Employees at the Sherman Office:

13. Has the Applicant or any of its Principals been Debarred or Suspended from Contracting with any Public Entity?

    a. If “Yes”, Identify the Public Entity and the Name and Current Phone Number of a Representative of the Public Entity Familiar with the Debarment or Suspension and State the Reason for or Circumstances Surrounding the Debarment or Suspension, including, but not Limited to the Period of Time for Such Debarment or Suspension.

14. Has the Applicant ever Received any Disciplinary Action, or any Pending Disciplinary Action, from any Regulatory Bodies or Professional Organizations?

    a. If “Yes”, State the Name of the Regulatory Body or Professional Organization, Date and Reason for the Disciplinary or Impending Disciplinary Action.

15. Who are the principals and key personnel involved in the Project?

16. Please provide the Developer’s (1) complete legal name, (2) date of birth, (3) home address (primary residence), and for each of its principals, management, partners, and affiliates of each entity involved with or affiliated with Developer in seeking the Project (NOTE: For the purposes of this questionnaire, the term “Developer” also includes: (1) the landowners that are the subject of item 18 below; and (2) LIST OTHER AFFILIATED PARTIES).

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17. Please describe the role that each Developer entity/principal/management/partner/affiliate referenced above has or will have in the Project.

    a. Have any of the Developer entities/principals/management/partners/affiliates referenced above previously been involved in developing projects similar to the Project? If so, list each such project and each jurisdiction (City or County) where this has occurred.

    b. Are there any conflicts of interest amongst the Developer entities/principals/management/partners/affiliates or between any of them and the City or their respective officers, officials, employees, representative, or agents, with respect to the development involving the Developer, affiliates of the Developer, or principals of the Developer? If yes, please describe.

18. Please list all landowners of the property or buildings proposed to comprise the Project. Are there plans to transfer any land in the Project? If so, to what persons/entities and when will the transaction(s) occur.
    a. Has the Developer or landowner(s), or principal or person or entity owning an interest in the Developer or landowner(s), or any affiliate of the Developer or landowner(s):

        i. Been charged or convicted of a felony or misdemeanor or has otherwise been subject to an investigation, inquiry, or order by the SEC, the IRS, or any other federal or state agency?
        If YES, provide information.

        ii. Been delinquent or in default on any loans, lines of credit or other obligation related to the development of other projects, including without limitation the payment of assessments securing bonds issued by a public improvement district or a similar issuer?

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If YES, provide information.

iii. Been in default in connection with any incentive agreement, development agreement, subdivision improvement agreement, capital improvements agreement, completion guarantee/agreement, take-down agreement, or similar agreement related to the development of real property or any other project?

If YES, provide information.

iv. Been a party to a lawsuit in which it was alleged that they or another party were in default or otherwise breached any incentive agreement, development agreement, subdivision improvement agreement, capital improvements agreement, completion guarantee/agreement, take-down agreement, or similar agreement related to the development of real property or any other project?
If YES, provide information.

v. Filed for bankruptcy, an assignment for the benefit of creditors, been declared bankrupt or insolvent under either a state or federal proceeding?

If YES, specify date and location of court where bankruptcy or other action took place.

vi. Been the party to any lawsuit or claim regarding any project or related property?
If YES, please attach a copy of the complaint/petition, or if unavailable, please list the court in which the action is pending and the case number, or if the claim or action has not yet been filed, please attach all documents summarizing the claim or action.

b. Is there any other material litigation, threatened or actual, affecting the Developer whether or not related to the Project?

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If YES, please attach a copy of the complaint/petition, demand/threat and/or the court in which the action is pending and the case number, or if the claim or action has not yet been filed, please attach all documents summarizing the claim or action.

c. Are there any other foreseeable circumstances not described above that could prevent or significantly delay, hinder or negatively affect the proposed development of the Project?

d. Has either landowner(s), or the Developer ever failed to pay any portion of property taxes or assessments on time, contested any property taxes or assessments or refused or been unable to pay any property taxes or assessments?

19. Please provide any other information and/or documentation that may be considered material to the Project, or the Developer, its affiliates or principals, necessary to provide potential investors with a full understanding of the Project, the proposed financing and the Developer's creditworthiness.

20. Provide a list of other projects developed by the Developer.

21. Provide the most recent Balance Sheet and Income Statement for the entity, or provide by type, amount of liquid assets and amount of entity equity.

22. Provide notarized signature page below for each person identified in Question 1 above.
    a. If an entity enters into an agreement with the City regarding the Project or property therein, a Form 1295 with need to be filed with the Texas Ethics Commission in accordance with Texas Gov't Code § 2252.908 "Disclosure of Interested Parties". Please provide the City with all of the information that would be required to fill out the attached Form 1295 (other than actual signatures) and submit it to the City as part of this due diligence inquiry.

23. I, the undersigned, hereby solemnly swear that the information contained in the above self-disclosure statement is complete and correct to the best of my knowledge. I hereby authorize

the City of Sherman, Texas and its designated agents, attorneys and representatives to conduct a comprehensive review of my background. I understand that the scope of the review may include but is not limited to the following areas: verification of current and previous residences; employment history; education background; character references; civil and criminal history records from any criminal justice agency in any or all federal, state, county jurisdictions; driving records; and any other public records.

24. I further authorize any individual, company, firm, corporation, or public agency (including law enforcement agencies) to divulge any and all information, verbal or written, pertaining to me, to the City of Sherman, Texas or its agents or attorneys. I further authorize the complete release of any records or data pertaining to me which the individual, company, firm, corporation, or public agency may have, to include information or data received from other sources.

25. I hereby release the City of Sherman, Texas, and its agents, officials, representative, or assigned agencies, including officers, employees, attorneys, or related personnel both individually and collectively, from any and all liability for damages of whatever kind, which may, at any time result to me, my heirs, family, or associates because of compliance with this authorization and request to release.

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DEVELOPER:

By: Name:

Title:

STATE OF TEXAS

GRAYSON COUNTY

This instrument was acknowledged before me, on the _____ day of _____, 20____, by _____, of _____, a ____ , on behalf of said _____.

_____

Notary Public in and for the State of Texas

[SEAL]

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EXHIBIT C

FORM 1295

CERTIFICATE OF INTERESTED PARTIES — FORM 1295

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

OFFICE USE ONLY

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

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

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

4

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

5 **Check only if there is NO Interested Party.** ☐

6 **UNSWORN DECLARATION**

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

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

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

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

_____
Signature of authorized agent of contracting business entity
(Declarant)

Must file online at www.ethics.state.tx.us/File

EXHIBIT D

STRATEGIC PARTNERSHIP AGREEMENT TEMPLATE

Between the City of Sherman, Texas and [Name of Municipal Utility District]

This Strategic Partnership Agreement ("Agreement") is entered into by and between the **City of Sherman, Texas** (the "City"), a home-rule municipality, and **[Name of MUD]** (the "District"), a municipal utility district created and operating under the laws of the State of Texas. The City and the District are hereinafter collectively referred to as the "Parties."

RECITALS

WHEREAS, the City is a home-rule municipality operating under the Constitution and laws of the State of Texas; and

WHEREAS, the District is a political subdivision of the State of Texas created pursuant to Article XVI, Section 59 of the Texas Constitution and Chapters 49 and 54 of the Texas Water Code; and

WHEREAS, Section 43.0751 of the Texas Local Government Code authorizes municipalities and districts to enter into strategic partnership agreements; and

WHEREAS, the City and the District desire to establish the terms and conditions under which the City may annex certain territory within the District for limited purposes, provide municipal services, and coordinate future governance;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Parties agree as follows:

ARTICLE I – DEFINITIONS

For purposes of this Agreement, the following terms shall have the meanings set forth below:

1. **"Limited-Purpose Annexation"** – Annexation by the City for limited purposes as authorized by Texas Local Government Code § 43.0751, under which the District continues to exist and operate.
2. **"Full-Purpose Annexation"** – Annexation by the City for all municipal purposes, which may result in dissolution of the District pursuant to law.

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3. **"Service Area"** – The geographic area within the District's boundaries covered by this Agreement.
4. **"Effective Date"** – The date upon which this Agreement is fully executed by both Parties.

ARTICLE II – LIMITED-PURPOSE ANNEXATION

2.1 **Annexation of Territory.** The City agrees to annex the territory described in **Exhibit A** (attached and incorporated herein) for limited purposes effective on the Effective Date.

2.2 **Continuation of District.** Following limited-purpose annexation, the District shall continue to exist as a political subdivision of the State of Texas and shall retain all powers and duties granted by law, except as modified by this Agreement.

2.3 **Jurisdiction.** The City shall have limited jurisdiction over the annexed area for purposes of:

- Levying the City's sales and use tax at the rate authorized by law;
- Enforcing City ordinances as specified in this Agreement; and
- Exercising other municipal powers as allowed by statute.

ARTICLE III – SALES AND USE TAX

3.1 **Tax Imposition.** The City shall impose and collect sales and use tax within the limited-purpose annexed area at the rate authorized by the City Charter and applicable law.

3.2 **Tax Allocation.** The City shall retain all revenues from sales and use tax collected in the limited-purpose annexed area unless otherwise provided herein.

ARTICLE IV – SERVICES

4.1 **District Services.** The District shall continue to own, operate, and maintain all utility systems and facilities within the Service Area, including water, wastewater, drainage, and related infrastructure.

4.2 **City Services.** The City shall provide the following municipal services in the limited-purpose annexed area: [List specific services, e.g., police patrol, code enforcement, fire protection, etc., as applicable].

4.3 **Service Coordination.** The City and the District shall coordinate service delivery to avoid duplication and ensure efficiency.

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ARTICLE V – FUTURE FULL-PURPOSE ANNEXATION

5.1 **Annexation Timing.** The City may annex the Service Area for full purposes upon repayment of 100% of the District's outstanding bonded indebtedness, unless otherwise agreed in writing by the Parties.

5.2 **Dissolution of District.** Upon full-purpose annexation, the District shall be dissolved as provided by law, and the City shall assume ownership and operation of all District facilities and assets.

ARTICLE VI – TERM & TERMINATION

6.1 **Term.** This Agreement shall remain in effect for [XX] years from the Effective Date, unless earlier terminated by mutual written agreement or as provided herein.

6.2 **Amendment.** This Agreement may be amended only in writing and approved by both the City Council and the District's Board of Directors.

ARTICLE VII – MISCELLANEOUS

7.1 **Public Hearings.** The City shall conduct two public hearings on this Agreement, one of which shall be held within the District, in compliance with Texas Local Government Code § 43.0751.

7.2 **Recording.** This Agreement shall be recorded in the Official Public Records of Grayson County, Texas.

7.3 **Binding Effect.** This Agreement shall be binding on and inure to the benefit of the Parties and their respective successors and assigns.

EXECUTED to be effective as of the Effective Date.

CITY OF SHERMAN, TEXAS
By: _____
Name: _____
Title: Mayor
Date: _____

[NAME OF MUNICIPAL UTILITY DISTRICT]
By: _____

DRAFT

Name: _____
Title: Board President
Date: _____

ATTEST:
City Clerk: _____

APPROVED AS TO FORM:
City Attorney: _____

DRAFT

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting Agenda Item No. H.9.

Meeting Date: 10/6/2025

Prepared By: Amber Doan, Engineering Coordinator

Approved By: Zachary Flores, Acting City Manager

Caption:

**** Resolution No. 7585***

Authorizing the Execution of an Encroachment Agreement with Cool Water Development, LLP for the Encroachment of an Existing Awning within the to-be-platted 10' Utility Easement along Branch Street in the proposed Cool Water Addition.

Issue:

To consider executing an encroachment agreement relating to a to-be-platted 10' Utility Easement along Branch Street in the proposed Cool Water Addition, City of Sherman, Grayson County, Texas

Background:

The preliminary plat for Cool Water Addition was reviewed and Conditionally Approved by City Staff on July 15, 2025. Upon review of the preliminary plat, it was discovered that the existing awning extends to the property line, which will then encroach into the proposed 10' Utility Easement, which will be dedicated as a part of filing the Cool Water Addition final plat. The encroachment agreement is a requirement to proceed with submitting the final plat to the Planning & Zoning Commission for approval and ultimately filing the plat with the Plat Records of Grayson County, Texas.

Capital Improvement Program:

N/A

Origination:

Cool Water Development, LLP, property owner

Financial Consideration:

None

Staff Recommendation:

City staff has no objections to the proposed encroachment, and upon receiving approval from franchise utilities, it is recommended that the Encroachment Agreement be executed.

Alternatives:

As may be directed by City Council.

Attachments:

1. Resolution No. 7585

2. .Partially Signed Encroach Agmt_09112025
3. .360 E. Evergreen - Encroachment Easement Request Letter - 08.06.25
4. .Cool Water Addn Prelim Plat-Conditional Approved
5. Location Map

RESOLUTION NO. 7585

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AN ENCROACHMENT AGREEMENT TO COOL WATER DEVELOPMENT, LLP FOR THE ENCROACHMENT OF AN EXISTING AWNING WITHIN THE TO-BE-PLATTED 10' UTILITY EASEMENT ALONG BRANCH STREET IN THE PROPOSED COOL WATER ADDITION, IN THE CITY OF SHERMAN; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS:

SECTION 1. That the City Manager be and is hereby authorized and directed, subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to execute an encroachment agreement for the encroachment for an existing awning within the to-be-platted 10' Utility Easement along Branch Street in the proposed Cool Water Addition, in the City of Sherman, as shown on the Exhibit "A" attached hereto and incorporated herein for all purposes.

SECTION 2. That it is hereby officially found and determined that the meeting at which this resolution is passed is open to the public and that public notice of the time, place, and purpose of said meeting was given as required by law.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TX on this the 6th day of October 2025.

CITY OF SHERMAN, TEXAS

BY: _____
SHAWN TEAMANN, MAYOR

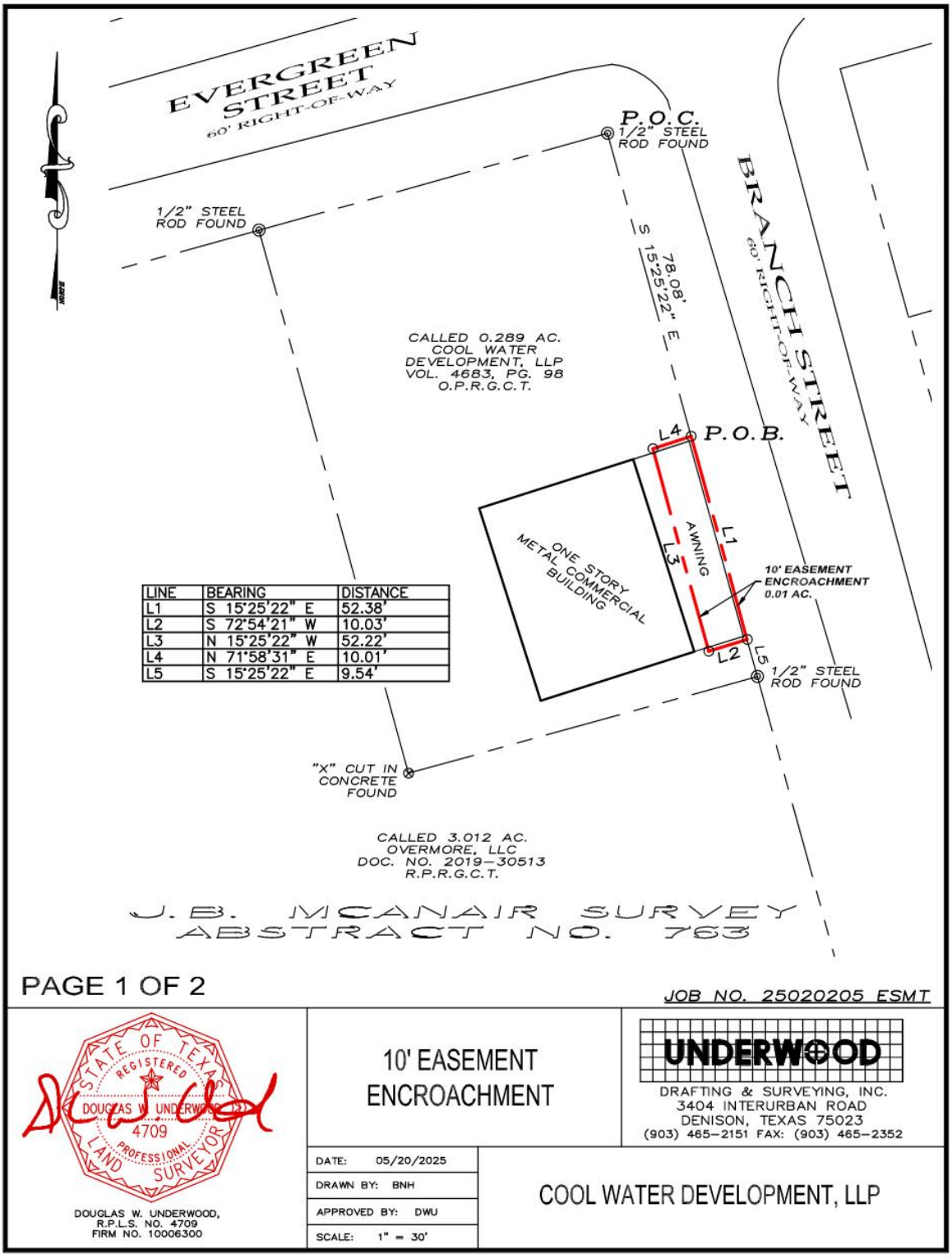
ATTEST:

BY: _____
TERI FINE, CITY CLERK

APPROVED AS TO FORM AND CONTENT:
THE LAW FIRM OF ABERNATHY, ROEDER, BOYD & HULLETT, P.C.

BY: _____
RYAN D. PITTMAN, CITY ATTORNEY

EXHIBIT "A"



LINE	BEARING	DISTANCE
L1	S 15°25'22" E	52.38'
L2	S 72°54'21" W	10.03'
L3	N 15°25'22" W	52.22'
L4	N 71°58'31" E	10.01'
L5	S 15°25'22" E	9.54'

PAGE 1 OF 2

JOB NO. 25020205 ESMT

STATE OF TEXAS REGISTERED DOUGLAS W. UNDERWOOD 4709 PROFESSIONAL LAND SURVEYOR

DOUGLAS W. UNDERWOOD,
R.P.L.S. NO. 4709
FIRM NO. 10006300

10' EASEMENT ENCROACHMENT

UNDERWOOD
DRAFTING & SURVEYING, INC.
3404 INTERURBAN ROAD
DENISON, TEXAS 75023
(903) 465-2151 FAX: (903) 465-2352

DATE:	05/20/2025
DRAWN BY:	BNH
APPROVED BY:	DWU
SCALE:	1" = 30'

COOL WATER DEVELOPMENT, LLP

LEGAL DESCRIPTION

Situated in the County of Grayson, State of Texas, being a part of J.B. McAnair Survey, Abstract No. 763, and being apart of a called 0.289 acre tract of land described in the deed to Cool Water Development, LLP, recorded in Volume 4683, Page 98, Official Public Records, Grayson County, Texas, and being described by metes and bounds as follows:

Commening at a found 1/2" steel rod for the northeast corner of said 0.289 acre tract, and at the intersection of the southerly right-of-way line of Evergreen Street and the westerly right-of-way line of Branch Street;

Thence South 15°25'22" East, with the easterly line of said 0.289 acre tract, and with the westerly right-of-way line of said Branch Street, a distance of 78.08 feet to the True Point-of-Beginning;

Thence South 15°25'22" East, continuing with the easterly line of said 0.289 acre tract, and with the westerly right-of-way line of said Branch Street, a distance of 52.38 feet to the southeast corner of the herein described tract of land, and from which a found 1/2" steel rod for the southeast corner of said 0.289 acre tract bears South 15°25'22" East, a distance of 9.54 feet;

Thence South 72°54'21" West, crossing said 0.289 acre tract, a distance of 10.00 feet to the southwest corner of the herein described tract of land;

Thence North 15°25'22" West, continuing across said 0.289 acre tract, a distance of 52.22 feet to the northwest corner of the herein described tract of land;

Thence North 71°58'31" East, continuing across said 0.289 acre tract, a distance of 10.01 feet to the Point of Beginning and containing 0.01 acres of land, more or less.

PAGE 2 OF 2

JOB NO. 25020205 ESMT

STATE OF TEXAS
REGISTERED
DOUGLAS W. UNDERWOOD
4709
PROFESSIONAL
LAND SURVEYOR

DOUGLAS W. UNDERWOOD,
R.P.L.S. NO. 4709
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DATE:	05/20/2025
DRAWN BY:	BNH
APPROVED BY:	DWU
SCALE:	1" = 30'

COOL WATER DEVELOPMENT, LLP

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVERS' LICENSE NUMBER.

After Recording Return to:
City of Sherman
Office of the City Attorney
P. O. Box 1106
Sherman, TX 75091-1106

ENCROACHMENT AND LICENSE AGREEMENT

THIS ENCROACHMENT AND LICENSE AGREEMENT ("Agreement") is made and entered into by and between the CITY OF SHERMAN, TEXAS, a home-rule municipality ("City"), and COOL WATER DEVELOPMENT, LLP ("Licensee"). City and Licensee are sometimes referred to collectively as the "parties" or individually as a "party."

WHEREAS, City and any Franchise Utility Company (each a "Franchisee") have existing rights in certain real property by virtue of that certain Plat of the Cool Water Addition ("Plat"), Conditionally Approved by Sherman City Staff on July 15, 2025, to be filed in the Plat Records, Grayson County, Texas. The Plat, which more particularly describes and depicts a 10-foot Utility Easement ("Property"), is incorporated herein by reference for all purposes; and

WHEREAS, Licensee desires to operate, repair and maintain an existing awning ("Encroaching Facility"), as more particularly described and depicted in Exhibit A, attached hereto and incorporated herein by reference for all purposes, by a maximum of 10-feet into the boundaries of the Property; and

WHEREAS, in exchange for the consideration set forth below, City has agreed to grant a license to permit the encroachment of the Encroaching Facility on the Property subject to the terms and conditions of this Agreement and provided that Licensee first complies with the City's ordinances relating to the construction and use of the Encroaching Facility.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and Licensee do hereby agree as follows:

1. Incorporation of Recitals. The representations, covenants and recitations set forth in the foregoing recitals of this Agreement are true and correct and are incorporated into the body of this Agreement.

2. Location of Encroaching Facility. City hereby grants a nonexclusive license to Licensee, authorizing Licensee to, at its own cost and expense, maintain and repair

the Encroaching Facility within that portion of the Property as generally depicted and described in Exhibit A, subject to the terms and conditions of this Agreement. Any modification, alteration, expansion or addition to the Encroaching Facility, or any portion thereof, is prohibited without the prior written consent of City. In particular, Licensee shall not modify the Encroaching Facility in any manner that results in the Encroaching Facility: (a) occupying more space within the Property than as approved by this Agreement; (b) extending further into the Property than as approved by this Agreement; or (c) changing the Encroaching Facility's location within the Property to be outside the area approved by this Agreement. Licensee shall ensure that Licensee and any third party and/or contractor of Licensee engaged in maintaining and/or repairing the Encroaching Facility abide by the terms and conditions set forth herein and any permit governing the Encroaching Facility. Licensee shall, at its own cost and expense, provide a copy of this Agreement to any third party and/or contractor of Licensee engaged in maintaining and/or repairing the Encroaching Facility. Notwithstanding anything to the contrary herein, nothing in this Agreement shall be deemed to waive any applicable requirement of the City's ordinances or regulations applicable to the Encroaching Facility, and Licensee shall be responsible for obtaining a permit, if required under the City's ordinance, prior to any construction on the Encroaching Facility.

3. Restrictions on Use of Property. In using the Property for the purposes described herein, Licensee shall, at its own cost and expense, comply with all applicable laws, rules, regulations and requirements, as they exist, may be amended or in the future arising, including but not limited to, City's ordinances, and shall promptly execute and fulfill all orders and requirements imposed by City or other governmental authorities for the correction, prevention and abatement of nuisances or Code violations in, on or connected with the Encroaching Facility. At the conclusion of any work in connection with the Encroaching Facility, Licensee shall ensure that any third party and/or contractor of Licensee engaged in such work shall remove all debris and other materials from the Property and restore the same to substantially the same condition it was in prior to the commencement of the work thereon or in proximity thereto, with the exception of the encroachment permitted herein. Licensee shall ensure that any third party and/or contractor of Licensee engaged in maintaining and/or repairing the Encroaching Facility does not, and shall not itself, place trash dumpsters, toxic or hazardous substances or flammable material in or on the Property. Additionally, Licensee shall not place in or on the Property any other improvements unless approved in advance in writing by City. Any modification, alteration, expansion or other addition to the Encroaching Facility, or any portion thereof, is prohibited without the prior written consent of City.

4. Maintenance of Encroaching Facility. Licensee shall, at Licensee's sole cost and expense, maintain the Encroaching Facility in good condition and repair. City will not, under any circumstance, be responsible for any costs, whatsoever, of construction, reconstruction, operation, maintenance, repair or removal of the Encroaching Facility. If City notifies Licensee of any deficiencies in any such

maintenance, repair or removal of the Encroaching Facility, Licensee shall make the necessary repairs within the earlier of (a) thirty (30) days after the date of such notice or the (b) another date as determined by City and Licensee in writing. If City notifies Licensee of any deficiencies in any such maintenance, repair or removal of the Encroaching Facility, and Licensee shall thereafter fail to complete such maintenance, repair or removal within the required time period, then City may require Licensee to promptly remove the Encroaching Facility or contract, at Licensee's sole cost and expense, for the maintenance, repair or removal of the Encroaching Facility.

5. Removal of Encroaching Facility. City and any Franchisee are entitled to remove all or a portion of the Encroaching Facility as reasonably necessary to construct, reconstruct, maintain or repair public improvements within the affected Property. City or Franchisee will notify Licensee of any intent to remove all, or a portion, of the Encroaching Facility, and upon receiving such notice, Licensee shall ensure that the requested removal is made within the earlier of (a) thirty (30) days after the date of such notice or (b) another date as determined by City and Licensee in writing. If City or Franchisee notifies Licensee of its intent to remove all, or a portion, of the Encroaching Facility, and Licensee shall thereafter fail to complete the removal within the required time period, then City or Franchisee may require Licensee to promptly remove the Encroaching Facility. Notwithstanding anything to the contrary herein, if the removal is necessitated by an emergency, no notice is required. If so removed, City or Franchisee has no obligation to replace the affected portions of the Encroaching Facility upon completion of such work.

6. Risk and Liability. Licensee assumes all risks and liability resulting or arising from or relating to Licensee's use of the Property, the Encroaching Facility, the existing condition or location of the Property or the existing state of maintenance, repair or operation of the Property. Licensee agrees and acknowledges that City or Franchisee shall not be liable, whatsoever, for any damage to the Encroaching Facility as a result of City's or Franchisee's use or enjoyment of the rights provided it in the Property. Any City and/or Franchisee property or infrastructure damaged or destroyed by Licensee or its agents, employees, representatives, invitees, contractors, subcontractors and/or any other third parties for whom Licensee is legally responsible, shall be repaired or replaced by City or Franchisee at Licensee's sole cost and expense and payment is due immediately upon Licensee's receipt of an invoice from City or Franchisee.

7. **INDEMNIFICATION. LICENSEE AGREES TO RELEASE, DEFEND, INDEMNIFY AND HOLD HARMLESS CITY, ITS COUNCIL MEMBERS, OFFICERS, AGENTS, REPRESENTATIVES, EMPLOYEES AND ANY OTHER THIRD PARTIES FOR WHOM CITY IS LEGALLY RESPONSIBLE, AS WELL AS EACH FRANCHISEE, ITS AGENTS, REPRESENTATIVES, EMPLOYEES, AND ANY OTHER THIRD PARTIES FROM WHOM FRANCHISE IS LEGALLY RESPONSIBLE FROM AND**

AGAINST ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, COSTS, AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE (INCLUDING LOSS OF USE), LOSSES, DEMANDS, EXPENSES AND COSTS, INCLUDING REASONABLE ATTORNEYS' FEES AND EXPENSES (INCLUDING ATTORNEYS' FEES AND EXPENSES INCURRED IN ENFORCING THIS INDEMNITY), OR OTHER HARM ARISING OUT OF, OR OCCASIONED BY, ANY NEGLIGENCE, GROSS NEGLIGENCE AND/OR WILLFUL MISCONDUCT, WHETHER BY ACT OR OMISSION, OF ANY LICENSEE OR ITS AGENTS, REPRESENTATIVES, EMPLOYEES, SEPARATE CONTRACTORS AND/OR SUBCONTRACTORS AND/OR THIRD PARTIES FOR WHOM EACH SUCH LICENSEE IS LEGALLY RESPONSIBLE, REGARDLESS OF ANY JOINT OR CONCURRENT NEGLIGENCE OF CITY OR FRANCHISEE.

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

THE PROVISIONS OF THIS SECTION 7 ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON, ENTITY OR THIRD PARTY. THE RIGHTS AND OBLIGATIONS CREATED BY THIS SECTION 7 SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

8. No "Permit." **NOTHING CONTAINED IN THIS AGREEMENT SHALL CONSTITUTE A "PERMIT" AS DEFINED IN CHAPTER 245, TEX. LOC. GOV'T CODE, AND NOTHING IN THIS AGREEMENT SHALL BE CONSIDERED TO PROVIDE THE CITY WITH FAIR NOTICE OF A PROJECT. LICENSEE WAIVES ANY STATUTORY CLAIM UNDER CHAPTER 245 OF THE TEX. LOC. GOV'T CODE BASED ON THIS AGREEMENT. THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.**

9. Default/Remedies. If Licensee, its employees, agents, representatives, contractors, subcontractors and/or any other third parties for whom Licensee is legally responsible, defaults under any of the terms and conditions of this Agreement and such default continues for a period of five (5) days after City or Franchisee notifies Licensee of such default in writing, City or Franchisee may, at its sole election and in addition to any other remedies it may exercise, terminate this Agreement, and upon such termination, all of Licensee's rights hereunder shall cease and terminate. This Agreement shall also terminate upon Licensee's abandonment of the Encroaching Facility.

10. Miscellaneous Provisions.

a. Notices. 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; by electronic mail, with documentation evidencing the addressee's receipt thereof; or by delivering the same in person to such party via hand-delivery service, 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 City, addressed to it at:
City of Sherman
Attention: Wayne E. Lee, P.E., CFM, Director of Engineering
220 W. Mulberry St.
Sherman, TX 75091
Telephone: (903) 892-7327
Email: waynel@cityofsherman.com

with a copy to:
Abernathy, Roeder, Boyd & Hullett, P.C.
Attention: Ryan D. Pittman
1700 Redbud Blvd., Suite 300
McKinney, Texas 75069

Telephone: (214) 544-4000
Email: rpittman@abernathy-law.com

If to Licensee, addressed to it at:
Cool Water Development, LLP
360 E. Evergreen Street
Sherman, TX 75090
Telephone: 903-891-3116
Email: david@weaverconstruct.com

b. Entire Agreement. This Agreement contains the entire agreement of the parties with respect to the matters contained herein and may not be modified or terminated except upon the provisions hereof or by the mutual written agreement of the parties.

c. Governing Law; Venue. The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this Agreement, without regard to conflict of law principles. This Agreement is performable in Grayson County, Texas, and the exclusive venue for any action arising out of this Agreement shall be a court of appropriate jurisdiction in Grayson County, Texas.

d. Counterparts. This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. An electronic mail signature will also be deemed to constitute an original if properly executed and delivered to the other party.

e. Authority to Execute. Each party represents and warrants to the other that it has the full power and authority to enter into and fulfill the obligations of this Agreement. The respective signatories to this Agreement, by affixing its signatories hereto, warrant and represent that they have the authority to bind its respective parties as duly authorized representatives thereof.

f. Savings/Severability. In the event that 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 in this Agreement.

g. Representations. Each party represents that it has carefully read this Agreement, knows the contents hereof, has consulted with an attorney of its choice regarding the meaning and effect hereof and is signing the same solely of its own judgment.

h. No Third Party Beneficiaries. The parties do not intend that this Agreement be construed as creating 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.

i. Indemnification. The parties agree that the indemnity provisions set forth in Section 7 herein are conspicuous, and the parties have read and understood the same.

j. 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.

k. Immunity. The parties acknowledge and agree that, in executing and performing this Agreement, City has not waived, nor shall be deemed to have waived, any defense or immunity, including governmental, sovereign and official immunity, that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the parties do not create any obligations, express or implied, other than those set forth herein.

l. Miscellaneous Drafting Provisions. This Agreement shall be deemed drafted equally by the parties. 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 either 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.

[*Signature page follows.*]

IN WITNESS WHEREOF, the parties have executed this Agreement and caused this Agreement to be effective when all the parties have signed it. The date this Agreement is signed by the last party to system it (as indicated by the date associated with that party's signature below) will be deemed the effective date of this Agreement.

CITY:

CITY OF SHERMAN, TEXAS,
a home-rule municipality

By: _____
Dr. Zachary Flores, City Manager
Date: _____

LICENSEE:

Cool Water Development, LLP

By: _____
Blair T. Weaver, Owner
Date: 9-10-2025

THE STATE OF TEXAS §
§
COUNTY OF GRAYSON §

BEFORE ME, the undersigned authority, on this day personally appeared Dr. Zachary Flores, known to me to be the person whose name is subscribed to the foregoing instrument; he acknowledged to me that he is the city manager and duly authorized representative of the CITY OF SHERMAN, TEXAS, a Texas home-rule municipality, and that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of the CITY OF SHERMAN, TEXAS.

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

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

STATE OF TEXAS §
§
COUNTY OF GRAYSON §

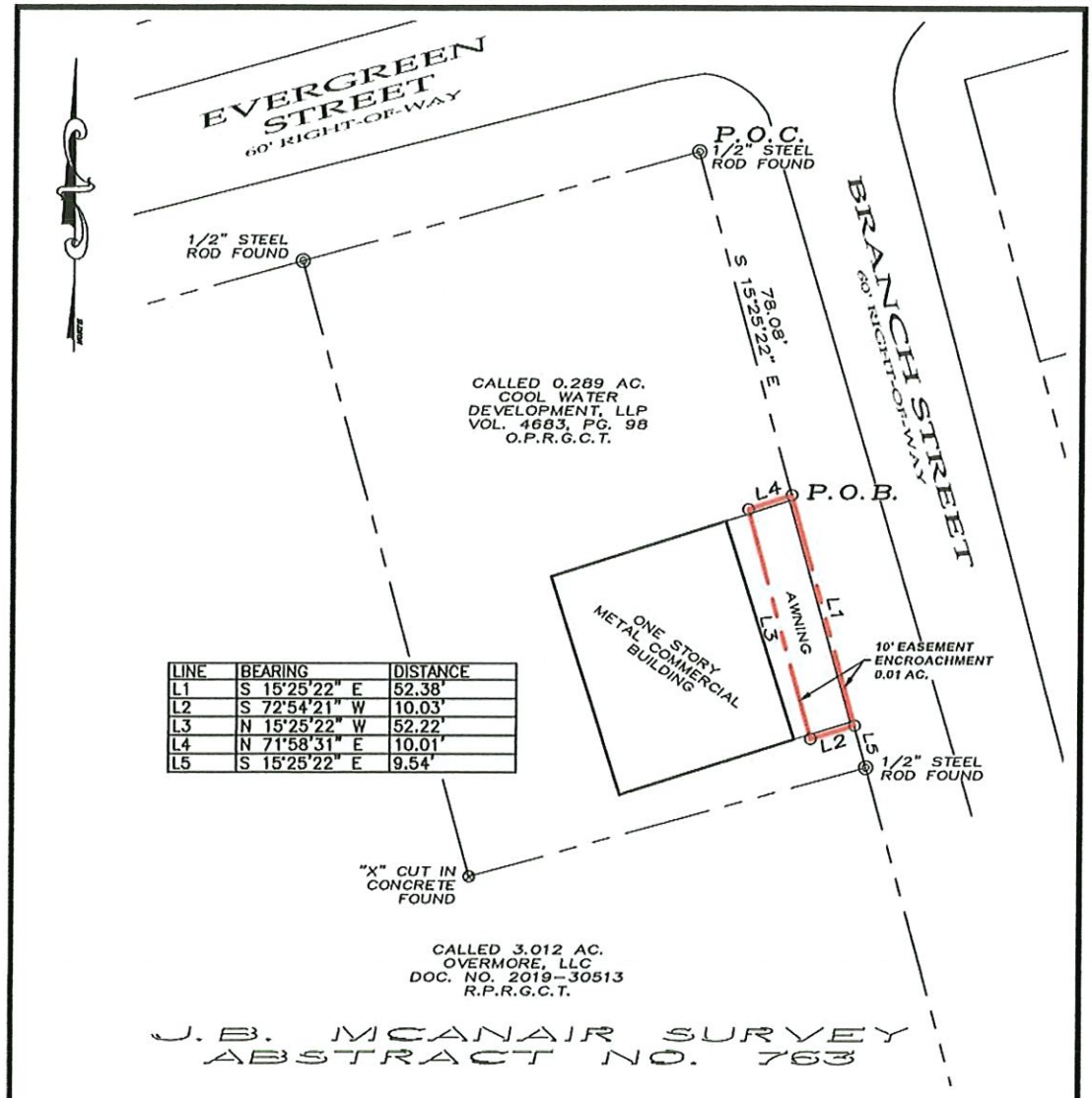
BEFORE ME, the undersigned authority, on this day personally appeared Blair T. Weaver known to me to be the person whose name is subscribed to the foregoing instrument, and that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 10 day of September, 2025.

DEBBIE E JUDKINS
Notary Public, State of Texas
Comm. Expires 02-20-2029
Notary ID 5338459

Debbie E Judkins
Notary Public in and for the State of Texas
My Commission Expires: 2-20-2029

EXHIBIT A



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PAGE 1 OF 2

JOB NO. 25020205 ESMT

STATE OF TEXAS REGISTERED DOUGLAS W. UNDERWOOD 4709 PROFESSIONAL LAND SURVEYOR

DOUGLAS W. UNDERWOOD,
R.P.L.S. NO. 4709
FIRM NO. 10006300

10' EASEMENT ENCROACHMENT

UNDERWOOD
DRAFTING & SURVEYING, INC.
3404 INTERURBAN ROAD
DENISON, TEXAS 75023
(903) 465-2151 FAX: (903) 465-2352

DATE: 05/20/2025
DRAWN BY: BNH
APPROVED BY: DWU
SCALE: 1" = 30'

COOL WATER DEVELOPMENT, LLP

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Commening at a found 1/2" steel rod for the northeast corner of said 0.289 acre tract, and at the intersection of the southerly right-of-way line of Evergreen Street and the westerly right-of-way line of Branch Street;

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PAGE 2 OF 2

JOB NO. 25020205 ESMT

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4709
PROFESSIONAL
LAND SURVEYOR

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R.P.L.S. NO. 4709
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10' EASEMENT
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DATE: 05/20/2025	COOL WATER DEVELOPMENT, LLP
DRAWN BY: BNH	
APPROVED BY: DWU	
SCALE: 1" = 30'	

Cool Water Development, LLP

360 E. Evergreen St.
Sherman, TX 75090

Attention: Amber Doan
Engineering Coordinator
City of Sherman, Texas

Re: 360 E. Evergreen Street
Sherman, TX. 75090
Property ID: 209559
Encroachment Easement Request Letter

Ms. Doan,

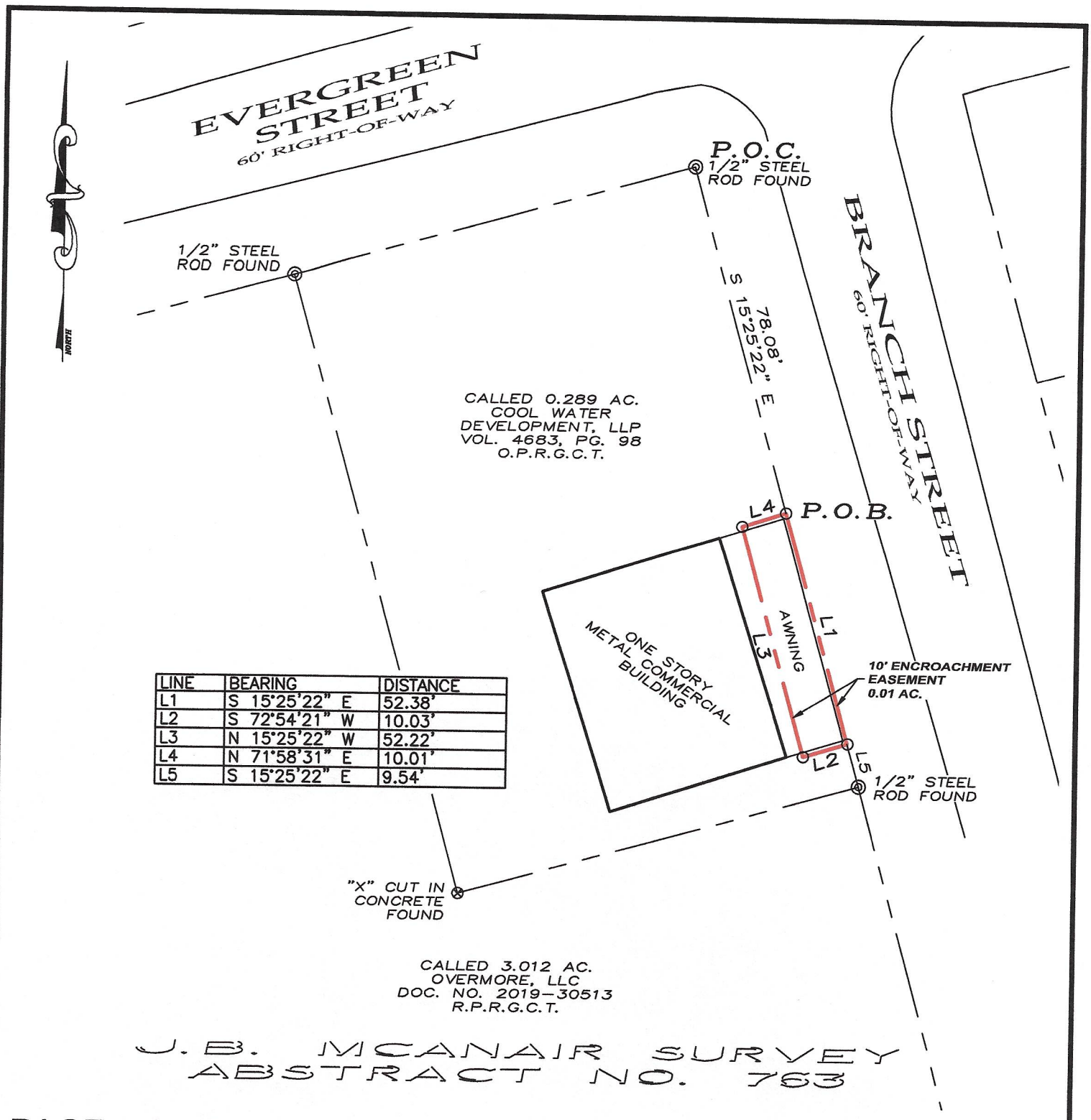
Attached to this letter, you will find the approximately 0.01 acre easement for an existing awning that encroaches 10' into the side setback located the abovementioned address as prepared and stamped by Underwood Drafting & Surveying, Inc. and dated 05/20/2025. The maximum area of the encroachment is approximately 523 sqft.

As the Owner of the property and the designated representative of Cool Water Development, LLP, I am hereby, formally requesting that the City of Sherman grant this encroachment easement to leave the existing awning structure in place.

Please advise as to any further requirements necessary for granting this encroachment easement.

Sincerely,

Blair T. Weaver
Owner, Cool Water Development, LLP



LINE	BEARING	DISTANCE
L1	S 15°25'22" E	52.38'
L2	S 72°54'21" W	10.03'
L3	N 15°25'22" W	52.22'
L4	N 71°58'31" E	10.01'
L5	S 15°25'22" E	9.54'

JOB NO. 25020205 ESMT

STATE OF TEXAS
REGISTERED
DOUGLAS W. UNDERWOOD
4709
PROFESSIONAL
LAND SURVEYOR

DOUGLAS W. UNDERWOOD,
R.P.L.S. NO. 4709
FIRM NO. 10006300

10' ENCROACHMENT EASEMENT

UNDERWOOD
DRAFTING & SURVEYING, INC.
3404 INTERURBAN ROAD
DENISON, TEXAS 75023
(903) 465-2151 FAX: (903) 465-2352

DATE:	05/20/2025
DRAWN BY:	BNH
APPROVED BY:	DWU
SCALE:	1" = 30'

COOL WATER DEVELOPMENT, LLP

LEGAL DESCRIPTION

Situated in the County of Grayson, State of Texas, being a part of J.B. McAnair Survey, Abstract No. 763, and being apart of a called 0.289 acre tract of land described in the deed to Cool Water Development, LLP, recorded in Volume 4683, Page 98, Official Public Records, Grayson County, Texas, and being described by metes and bounds as follows:

Commening at a found 1/2" steel rod for the northeast corner of said 0.289 acre tract, and at the intersection of the southerly right-of-way line of Evergreen Street and the westerly right-of-way line of Branch Street;

Thence South 15°25'22" East, with the easterly line of said 0.289 acre tract, and with the westerly right-of-way line of said Branch Street, a distance of 78.08 feet to the True Point-of-Beginning;

Thence South 15°25'22" East, continuing with the easterly line of said 0.289 acre tract, and with the westerly right-of-way line of said Branch Street, a distance of 52.38 feet to the southeast corner of the herein described tract of land, and from which a found 1/2" steel rod for the southeast corner of said 0.289 acre tract bears South 15°25'22" East, a distance of 9.54 feet;

Thence South 72°54'21" West, crossing said 0.289 acre tract, a distance of 10.00 feet to the southwest corner of the herein described tract of land;

Thence North 15°25'22" West, continuing across said 0.289 acre tract, a distance of 52.22 feet to the northwest corner of the herein described tract of land;

Thence North 71°58'31" East, continuing across said 0.289 acre tract, a distance of 10.01 feet to the Point of Beginning and containing 0.01 acres of land, more or less.

JOB NO. 25020205 ESMT

STATE OF TEXAS
REGISTERED
DOUGLAS W. UNDERWOOD
4709
PROFESSIONAL
LAND SURVEYOR

DOUGLAS W. UNDERWOOD,
R.P.L.S. NO. 4709
FIRM NO. 10006300

10' ENCROACHMENT EASEMENT

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DRAFTING & SURVEYING, INC.
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(903) 465-2151 FAX: (903) 465-2352

DATE:	05/20/2025
DRAWN BY:	BNH
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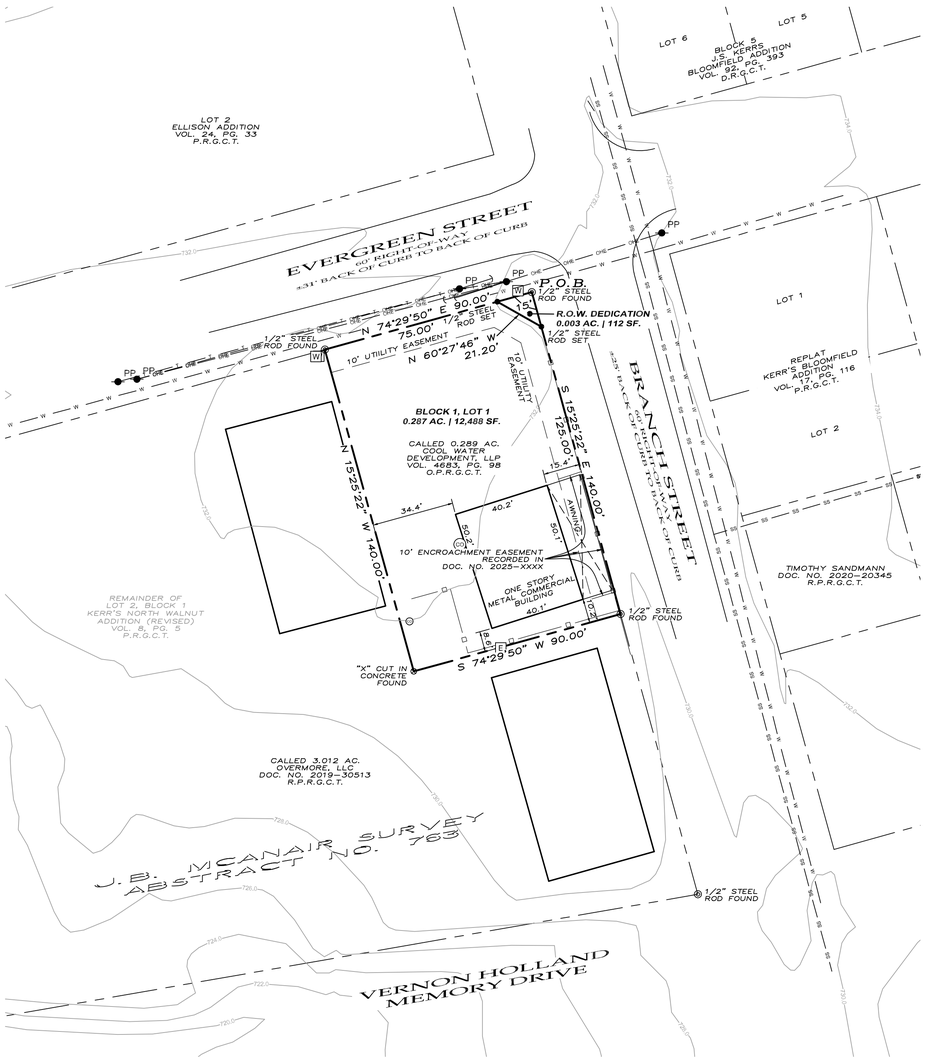
SCALE:	1" = 30'

COOL WATER DEVELOPMENT, LLP

JOB NO. 25020205
DFT: BH



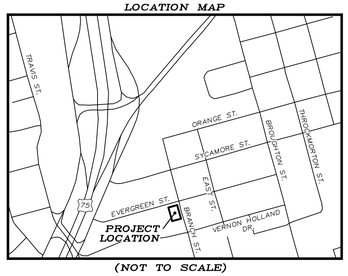
~ BASIS OF BEARINGS ~
GRID NORTH, NAD 83
TEXAS STATE PLANE COORDINATE SYSTEM
NORTH CENTRAL ZONE

GRAPHIC SCALE

30 0 15 30 60 120

(IN FEET)
1 inch = 30 ft.

LOCATION MAP



(NOT TO SCALE)

OWNERS/DEVELOPER
COOL WATER DEVELOPMENT, LLP
P.O. BOX 193
SHERMAN, TX 75091-0193

SURVEYOR
DOUGLAS W. UNDERWOOD
R.P.L.S. NO. 4709
3404 INTERURBAN ROAD
DENISON, TEXAS

SHEET 1 OF 1

~ GENERAL NOTES ~

1. Water Supply to be provided by the City of Sherman.
2. Sewer Service to be provided by the City of Sherman.
3. Electrical service is provided by Oncor Electrical Delivery.
4. Blocking the flow of water or construction of improvements in drainage easements, and filling or obstruction of the floodway is prohibited.
5. Any existing creeks or drainage channels traversing along or across the addition will remain as open channels and will be maintained by the individual owners of the lot or lots that are traversed by or adjacent to the drainage courses along or across said lots.
6. The City of Sherman will not be responsible for the maintenance and operation of said drainage ways or drainage easements for the control of erosion.
7. Neither the City of Sherman nor the undersigned surveyor will be responsible for any damage, personal injury, or loss of life or property occasioned by flooding or flooding conditions.
8. The owners and builders must comply with all other local, state and federal regulations regarding developments of this type.
9. Bearings are based on the City of Sherman Control Monument Network.
10. The City of Sherman reserves the right to require submission of Development Plat based on proposed use of each lot.
11. The subject property does not lie within a Federal Emergency Management Agency (FEMA) designated flood plain as shown by Firm Map No. 48181C0290G, effective date September 1, 2022.

LEGEND

P.O.B.	POINT OF BEGINNING
●	1/2" STEEL ROD SET
◎	1/2" STEEL ROD FOUND
⊗	"X" CUT IN CONCRETE
P.R.G.C.T.	PLAT RECORDS, GRAYSON COUNTY, TEXAS
O.P.R.G.C.T.	OFFICIAL PUBLIC RECORDS, GRAYSON COUNTY, TEXAS
R.P.R.G.C.T.	REAL PROPERTY RECORDS, GRAYSON COUNTY, TEXAS
D.R.G.C.T.	DEED RECORDS, GRAYSON COUNTY, TEXAS
	BOUNDARY LINE
	PROPERTY LINE
	EASEMENT LINE

LEGAL DESCRIPTION

Situated in the County of Grayson, State of Texas, being a part of J.B. McAnair Survey, Abstract No. 763, and being part of Lot 2, Block 1 of Kerr's North Walnut Addition (Revised), according to the plat thereof recorded in Volume 8, Page 5, Plat Records, Grayson County, Texas, and being a retracement of a called 0.289 acre tract of land described in the deed to Cool Water Development, LLP, recorded in Volume 4683, Page 98, Official Public Records, Grayson County, Texas, and being described by metes and bounds as follows:

Beginning at a 1/2" steel rod found for the northeast corner of said 0.289 acre tract, and at the intersection of the southerly right-of-way line of Evergreen Street and with the westerly right-of-way line of Branch Street;

Thence South 15°25'22" East, with the easterly line of said 0.289 acre tract, and with the westerly right-of-way line of said Branch Street, a distance of 140.00 feet to a 1/2" steel rod found for the southeast corner of said 0.289 acre tract, common to the eastern-most northeast corner of a called 3.012 acre tract of land described in the deed to Overmore, LLC, recorded in Document No. 2019-30513, Real Property Records, Grayson County, Texas;

Thence South 74°29'50" West, with the southerly line of said 0.289 acre tract, and with a northerly line of said 3.012 acre tract, a distance of 90.00 feet to an "X" cut in concrete found for the southwest corner of said 0.289 acre tract;

Thence North 15°25'22" West, with the westerly line of said 0.289 acre tract, and with an easterly line of said 3.012 acre tract, a distance of 140.00 feet to a 1/2" steel rod found for the northwest corner of said 0.289 acre tract, common to the northern-most northeast corner of said 3.012 acre tract, and on the southerly right-of-way line of aforesaid Evergreen Street;

Thence North 74°29'50" East, with the northerly line of said 0.289 acre tract, and with the southerly right-of-way line of said Evergreen Street, a distance of 90.00 feet to the Point of Beginning and containing 0.289 acres of land, more or less.

ACCEPTANCE

Approved this _____ day of _____, 2025, by the City Planning and Zoning Commission of the City of Sherman, Texas.

Chairman *Secretary*

SURVEYOR'S CERTIFICATION

KNOWN ALL MEN BY THESE PRESENTS:

That I, Douglas W. Underwood, do hereby certify that I prepared this plat from an actual and accurate survey of the land and that the corner monuments shown thereon were properly placed under my personal supervision, in accordance with the subdivision regulations of the City of Sherman, Texas.

Douglas W. Underwood
Registered Professional
Land Surveyor, No. 4709

Date

PRELIMINARY
THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED, VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT

Preliminary plat, for inspection purposes only.
In no way official or approved for record purposes.

OWNER'S CERTIFICATE OF DEDICATION

THAT COOL WATER DEVELOPMENT, LLC, acting by and through its duly authorized agent, does hereby adopt this plat designating the herein described real property as COOL WATER ADDITION, an addition to the City of Sherman, Grayson County, Texas. Being 0.289 acres situated in and being a portion of the J.B. MCANAIR Survey, Abstract No. 763, City of Sherman, Grayson County, Texas and does hereby dedicate to the public use forever the streets and easements shown on this plat for the mutual use and accommodation of all public and private utilities desiring to use or using same. Any public or private utility shall have the right to remove and keep removed all or part of any buildings, fences, trees, shrubs or other improvements or growths which in any way endanger or interfere with the construction, maintenance, or efficiency of its respective systems on any of these easements strips and any public or private utility shall, at all times, have a right of ingress and egress to and from and upon the said easement strips for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining and adding to or removing all or part of its respective system without the permission of anyone. This plat approved subject to all ordinances, rules regulations and resolutions of the City of Sherman, Texas.

WITNESS, my hand at Grayson County, Texas, this _____ day of _____, 2025.

BLAIR WEAVER
COOL WATER DEVELOPMENT, LLP

STATE OF TEXAS
COUNTY OF GRAYSON

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared, BLAIR WEAVER 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 therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ___ day of _____, 2025.

Notary Public in and for
the State of Texas
Commission Expires: _____

AVIGATION RELEASE

THE STATE OF TEXAS
COUNTY OF GRAYSON

WHEREAS, COOL WATER DEVELOPMENT, LLP, hereinafter called OWNER (whether one or more), is the owner of a certain parcel of land situated in the City of Sherman, Grayson County, Texas, being more particularly described as COOL WATER ADDITION, an addition to the City of Sherman, Grayson County, Texas.

OWNER does hereby waive, release, remise, quit claim and forever hold harmless the City of Sherman, Texas, a municipal corporation, hereinafter called CITY, and Sherman Municipal Airport, hereinafter called AIRPORT, from any and all claims for damages of any kind that OWNER may now have or may hereinafter have in the future by reason of the passage of all aircraft (aircraft being defined for the purposes of this instrument as any contrivance now known or hereinafter invented, used or designed or navigation of or flight in the air) by whomsoever owned and operated, in the airspace above OWNER'S property. Such release shall include, but not be limited to, any damages to the OWNER's described property, such as noise, vibration, fumes, dust, fuel and lubricant particles, and all other effects that may be caused by the operation of aircraft landing at or taking off from or operating at or on the Sherman Municipal Airport, whether such claim be for injury or death to person or persons damages to or taking off of property, and OWNER does hereby fully remiss and release any right or cause of action which it may now have or which it may in the future have against the CITY or AIRPORT, whether such claims be for injury or death to persons or damage to property due to noises, vibration, fumes, dust, fuel and lubricant particles, and all the other effects that may be caused or may have been caused by the operation and/or maintenance of aircraft or aircraft engines at or on said Sherman Municipal Airport.

It is agreed that this Release shall be binding upon OWNER, his successors, heirs, executors, administrators and assigns, in interest with regard to said property located at COOL WATER ADDITION, an addition to the City of Sherman, Texas, and it is further agreed that this instrument shall be a covenant running with the land, and shall be recorded in the Deed Records of Grayson County, Texas.

EXECUTED THIS _____ DAY OF _____, 2025.

BY: COOL WATER DEVELOPMENT, LLP

BLAIR WEAVER

PRELIMINARY PLAT
COOL WATER ADDITION
BEING A REPLAT OF PART OF BLOCK 1, LOT 2 KERR'S NORTH WALNUT ADDITION (REVISED) VOL. 8, PG. 5, P.R.G.C.T.
Being a part of the J.B. McAnair Survey, Abstract No. 763
Being in the City of Sherman Grayson County, Texas.
Containing 0.289 acres of land

06-17-2025

UNDERWOOD
DRAFTING & SURVEYING
3404 INTERURBAN ROAD DENISON, TEXAS 75021 (903)465-2151

Encroachment - 360 E. Evergreen Street

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting Agenda Item No. H.10.

Meeting Date: 10/6/2025

Prepared By: Mary Lawrence, Chief Financial Officer

Approved By: Zachary Flores, Acting City Manager

Caption:

**** RESOLUTION NO. 7586***

Finding that Oncor Electric Delivery Company LLC's Application to Change Rates Within the City Should Be Denied; Finding that the City's Reasonable Rate Case Expenses Shall Be Reimbursed By the Company

Issue:

Finding that Oncor Electric Delivery Company LLC's application to change rates within the City should be denied; Finding that the City's reasonable rate case expenses shall be reimbursed by the company.

Background:

On June 26, 2025, Oncor Electric Delivery Company LLC ("Oncor" or "Company") filed an application seeking to increase system-wide transmission and distribution rates by about $834 million or approximately 13% over present revenues. The Company asks the City to approve a 12.3% increase in residential rates and a 51.0% increase in street lighting rates. If approved, the impact of this requested increase on an average residential customer would be about $7.90 per month.

In a prior City action, Oncor's rate request was suspended from taking effect for 90 days, the fullest extent permissible under the law. This time period has permitted the City, through its participation with the Steering Committee of Cities Served by Oncor ("Steering Committee"), to determine that the proposed rate increase is unreasonable. Consistent with the recommendations of the experts engaged by the Steering Committee, Oncor's request for a rate increase should be denied.

Accordingly, the purpose of the Resolution is to deny the rate change application proposed by Oncor. Once the Resolution is adopted, Oncor will have 30 days to appeal the decision to the Public Utility Commission of Texas ("PUC") where the appeal will be consolidated with Oncor's filing (PUC Docket No. 58306) currently pending at the PUC.

Final Action must be taken to deny the requested rate change by October 29, 2025.

Capital Improvement Program:

Origination:

Finance Department

Financial Consideration:

The average residential customer will see an increase of $7.90 per month to their electric bill. The City will see an increase of about $250,000 per year for streetlights.

Staff Recommendation:
Approval of the resolution will deny Oncor's rate increase. Therefore, staff recommends approval of the resolution.

Alternatives:
The Council could not approve the resolution.

Attachments:
1. Resolution No. 7586

RESOLUTION NO. 7586

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, FINDING THAT ONCOR ELECTRIC DELIVERY COMPANY LLC'S APPLICATION TO CHANGE RATES WITHIN THE CITY SHOULD BE DENIED; FINDING THAT THE CITY'S REASONABLE RATE CASE EXPENSES SHALL BE REIMBURSED BY THE COMPANY; FINDING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; REQUIRING NOTICE OF THIS RESOLUTION TO THE COMPANY AND LEGAL COUNSEL.

WHEREAS, the City of Sherman, Texas ("City") is an electric utility customer of Oncor Electric Delivery Company LLC ("Oncor" or "Company"), and a regulatory authority with an interest in the rates and charges of Oncor; and

WHEREAS, the City is a member of the Steering Committee of Cities Served by Oncor ("Steering Committee"), a coalition of similarly situated cities served by Oncor that have joined together to efficiently and cost effectively review and respond to electric issues affecting rates charged in Oncor's service area; and

WHEREAS, on or about June 26, 2025, Oncor filed with the City an application to increase system-wide transmission and distribution rates by about $834 million or approximately 13% over present revenues. The Company asks the City to approve a 12.3% increase in residential rates and a 51.0% increase in street lighting rates; and

WHEREAS, the Steering Committee is coordinating its review of Oncor's application and working with the designated attorneys and consultants to resolve issues in the Company's filing; and

WHEREAS, through review of the application, the Steering Committee's consultants determined that Oncor's proposed rates are excessive; and

WHEREAS, the Steering Committee's members and attorneys recommend that members deny the Application; and

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

Section 1. That the rates proposed by Oncor to be recovered through its electric rates charged to customers located within the City limits, are hereby found to be unreasonable and shall be denied.

Section 2. That the Company shall continue to charge its existing rates to customers within the City.

Section 3. That the City's reasonable rate case expenses shall be reimbursed in full by Oncor.

Section 4. That it is hereby officially found and determined that the meeting at which this Resolution is passed is open to the public as required by law and the public notice of the time, place, and purpose of said meeting was given as required.

Section 5. That a copy of this Resolution shall be sent to Oncor Electric Delivery Company LLC, 1616 Woodall Rodgers Freeway, Dallas, Texas 75202 and to Thomas Brocato, Counsel to the Steering Committee, at Lloyd Gosselink Rochelle & Townsend, P.C., 816 Congress Ave., Suite 1900, Austin, Texas 78701.

PASSED AND APPROVED this 6th day of October, 2025.

_____
Shawn Teamann, Mayor

ATTEST:

_____
Teri Fine, City Clerk

APPROVED AS TO FORM:

_____
Abernathy, Roeder, Boyd & Hullett, P.C.
Ryan D. Pittman, City Attorney

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting Agenda Item No. I.1.

Meeting Date: 10/6/2025

Prepared By: Tom Pruitt, Utility Engineer

Approved By: Zachary Flores, Acting City Manager

Caption:

CHANGE ORDER NO. 2

Approving the Greater Texoma Utility Authority's Intention to Approve Change Order No. 2 to the South Wastewater Treatment Plant - MBR

Issue:

To consider approval of the Greater Texoma Utility Authority's intention to approve Change Order No. 2 to the South Wastewater Treatment Plant - MBR

Background:

The project to which this Change Order applies is the new South Wastewater Treatment Plant, MBR. The project is a new 4 million gallon per day facility that will have the ability to treat significant industrial user waste streams that the existing North Wastewater Treatment Plant can not. The project was constructed by a Construction Manager at Risk (CMAR) delivery method that was later adapted to a lump sum contract. A construction fee was deliberated and agreed with provision that some changes may still occur before construction was complete. The Program Team, Design Engineer, and Construction Manager have been working with the Contractor continuously to manage these changes while construction continues.

The items included in this change order are due to the progression of design, owner's requests, and unforeseen conditions beyond the control of the Contractor. Each item has been reviewed and found to have merit in line with the contract documents. Each Potential Change Order (PCO) item is attached with more detailed information regarding the change. Included herein is a table of the changes that identifies the description, reason, cost, and time of each change.

The attached documents reflect the process described above covering 500 pages of work to date, in 17 PCO's. Some PCO's reflect negative costs and some positive costs, as in any change order undertaken. This change order ultimately is a net increase in the amount of $519,918.97 for a total project cost of $288,225,847.47.

Capital Improvement Program:

Origination:

Engineering Department

Financial Consideration:

Funding needed for this Change Order No. 2 is $519,918.97 and will be provided for through GTUA Open Market Bond funds.

Staff Recommendation:

It is recommended that the Greater Texoma Utility Authority's intention to approve Change Order No. 2 to the South Wastewater Treatment Plant - MBR be approved.

Alternatives:
As may be directed by the City Council

Attachments:
1. COSK-PSE-CO002 Full Package

Project:	South Wastewater Treatment Plant - MBR	**Project Number:**	
Owner:	Greater Texoma Utility Authority/City of Sherman	1513-U	
Contractor:	Kiewit Water Facilities South Co.	105718	
Engineer:	Plummer Associates	1422-005-02	

Change Order No.: 02 **Date:** 09/5/2025

Make the following modifications to the Contract Documents:

Multiple updates based on Progression of the Design and changes in field conditions. See Attached Summary for full description of 17 individual PCOs.

Justification:

Progression of the design during that provides for a more effective WWTP.

This Contract Amendment modifies the Contract Documents. Should this amendment include any change in compensation, the compensation in this Contract Amendment is the full, complete, and final compensation for all costs the Contractor may incur as a result of or relating to this change whether said costs are known, unknown, foreseen, or unforeseen at this time, including without limitation, any cost for delay, extended overhead, ripple or impact cost, or any other effect on changed or unchanged Work as a result of this Contract Modification. The changes in Contract Times are the complete and final adjustments for direct impacts to the ability of the Contractor to complete the Work within the Contract Times and are the only adjustments to which the Contractor is entitled. Except as modified hereby, the Contract Documents and all of the terms and provisions thereof remain in full force and effect.

a	**Original Contract Price**	$ 2,865,000.00
b	**Previously Approved Amendments and Change Orders**	$ 284,840,928.50
c	**Adjusted Contract Price (a + b)**	$ 287,705,928.50
d	**Change Order Amount**	$ 519,918.97
e	**Revised Contract Price (c + d)**	$ 288,225,847.47
f	**Percent Change to Date (from GMP Amendment 07)**	0.03 %
g	**Change in Days this Change Order**	71 days

Completion Dates:		**Original**		**Previous**		**Current**
Substantial Completion	**h**	4/30/2025	**i**	8/26/2025	**j**	11/5/2025
Final Completion	**k**	7/26/2025	**l**	11/24/2025	**m**	2/3/2026

Recommended by: Design Engineer

Name | 09-05-2025 *Date*

Recommended by: Project Construction Manager

Brian Beach *Name* | 9/5/25 *Date*

Approved by: Kiewit Water Facilities South Co.

Name | *Date*

Approved by: Program Manager

Name | 09/05/2025 *Date*

Approved by: Greater Texoma Utility Authority

Name | *Date*

Approved by: City of Sherman

Name | *Date*

PAPE-DAWSON ENGINEERS

9/4/2025

GTUA/City of Sherman
220 W Mulberry St.
P.O. Box 1106
Sherman, TX 75091
(903) 892-7208

Re: COSK South Wastewater Treatment Plant - MBR Project
Change Order 002 Recommendation

Dear GTUA/City of Sherman:

For the South Wastewater Treatment Plant – MBR Project, multiple changes to the contract have been contemplated, evaluated, and negotiated with the CMAR. The Program Team, Design Engineer, and Construction Manager have been working with the CMAR continuously to manage these changes while construction continues.

The items included in this change order are due to the progression of design, owner's requests, and unforeseen conditions beyond the control of the CMAR. Each item has been reviewed and found to have merit in line with the contract documents. Each Potential Change Order (PCO) item is attached with more detailed information regarding the change. Below is a table of the changes that identifies the description, reason, cost, and time of each change.

PCO #	Description	Reason for Change	Cost	Time (days)
68	Alterman MV 15KV Temp Power **R2**	Design Progression	($9,647.72)	0
71	Remove paralleling switchgear **R2**	Design Progression	($12,248.09)	0
74	Clean Water Needs for Startup & Commissioning **- R2**	Unforeseen Conditions	$13,007.72	0
75	Blower Building Roof Deck edge support detail	Design Progression	$41,047.60	0
76	Updates to Electrical & Instrumentation Drawings and Process Mechanical Changes at the MBR Support Building **R2**	Design Progression	$286,145.11	0
77	Relift Pumps Seal Water System Addition **R1**	Design Progression	$67,164.89	0

PCO #	Description	Reason for Change	Cost	Time (days)
78	Temporary Pad Mounted Switch and Various Electrical & Instrumentation Updates	Unforeseen Conditions	$91,210.49	0
79	Eliminate Erosion Control Seeding at North Plant	Owner Request	($15,839.65)	0
80	Additional Fence South of Lab Buildings	Owner Request	$16,401.12	0
81	New Routing of Chemical Discharge Lines and Added Drain Lines at the Carbon and Alkalinity Tanks **R1**	Design Progression	$30,423.39	0
82	Electrical Updates to Veolia AHP System Solenoid Valves	Design Progression	$0.00	0
84	Electrical Scope Growth From New Network Architecture Drawings	Design Progression	$12,254.11	
87	Impacts Due to Missing Cutout on Medium Voltage Startup Power Pole and Meter Delays	Unforeseen Conditions	$0.00	8
88	Impacts Due to Lightning	Unforeseen Conditions	$0.00	15
89	Impacts Due to Electrical Decision Log Response Times	Unforeseen Conditions	$0.00	2
90	Impacts Due to Extension of Seeding Days	Unforeseen Conditions	$0.00	6
91	Additional Seeding Days and Cleaning of BRBs	Unforeseen Conditions	$0.00	40
Total for Change Order 002			**$519,918.97**	**71**

The total project funding request for Change Order 002 is $519,918.97. The total project time request for Change Order 002 is 71 days. By authorizing this Change Order amount, the following contract adjustments will be made:

Original Contract Value:	$ 2,865,000.00
Amendments 1-7:	$ 285,266,409.55
Change Order 001	($ 425,481.05)
Proposed Change Order 002	$519,918.97
Revised Total Contract Value:	$ 288,225,847.47

Respectfully,

Toby Flinn, PE
Vice President
Program Manager

Cc:
Hugh Brightwell – Program Construction Manager

Attachments:
1. 17 Potential Change Order Packages

PLUMMER

Potential Change Order (PCO) Request

PROJECT NO:1422-005-03

PROJECT: South Wastewater Treatment Plant - MBR
OWNER: City of Sherman
CONTRACTOR: Kiewit Construction South
ENGINEER: Plummer Associates, Inc.
PCO NO.: 068

DESCRIPTION: Alterman MV 15KV Temp Power Rev.2

NOTIFICATION BY CONTRACTOR

The Contractor proposes to make the additions, modifications, or deletions to the Work described in the Contract Documents, as shown in Attachment "A" and requests that you take the following action:

- ☐ Notify us that you concur that this change does not require a change in Contract time or amount and issue a Field Order.
- ☒ Issue a Change Order for performing the described change. Change in Contract amount is indicated in the attached detailed cost breakdown of labor, materials, equipment and all other costs associated with this change. Impacts on Contract Time are shown in the attached revised schedule.
- ☐ Authorize the Contractor to proceed with the described change. Payment will be requested at the unit price bid.
- ☐ Authorize the Contractor to proceed with the change under the time and materials provisions of the Contract.
- ☐ Authorize this change utilizing Approval of Contingency Fund.

By: Kory Kyllo Date: 5/12/2025

ENGINEER'S RESPONSE

We respond to your request as follows: **Recommended total Credit of PCO 068 is ($9,647.72)**

- ☐ We concur that this is a no cost or time change. See attached/forthcoming Field Order No. / comments.
- ☐ Your proposal is recommended to the Owner with funding authorized by use of project Contingency Fund.
- ☒ Your proposal is recommended to the Owner. See attached/forthcoming proposed Change Order.
- ☐ Proceed with the change at the unit price bid.
- ☐ Proceed with the change under the time and materials provisions of the Contract.
- ☐ Additional information is required to evaluate this request. Provide information as described in the attached comments and resubmit.
- ☐ Potential Change Order Request is not accepted.

Construction Manager: Bruce Bear Date: 7/9/25

Engineer: Date: 7-15-2025

Program Manager: Date: 7/22/25

Owner: Thom Pruitt P.E. Date: 7/22/2025

PAPE-DAWSON ENGINEERS

Project: COSK South Wastewater Treatment Plant - MBR Project

Owner: City of Sherman

Subject: Potential Change Order Review Memorandum

PCO068 – Alterman MV 15KV Temp Power Rev 2

Date: 5/29/25

This Potential Change Order (PCO) is provided as a credit to the city for work that was originally priced and found to be unnecessary. WCD013 – Startup Power was issued on 3/21/2025 and Kiewit responded with PCO0012. PCO0012 was approved on 6/13/2025. The work included was to install a new power feed duct bank to connect to power brought to the site by ONCOR. ONCOR extended their overhead approximately 65 feet further into the site than WCD013 anticipated. Therefore, the duct bank could be shortened. This request provides the credit for the shorter duct bank.

Below is a summary table of the history of this Potential Change Order (PCO) showing all submittals and total cost. Written comments and responses that were made on the PCO are included at the end of the PCO documentation.

ID Number	Source (WCD, RFI, PCM)	Title	Submitted Date	Response Date	Total Cost or (Credit)
PCO 068	none	Alterman MV 15KV Temp Power	2/12/2025	2/18/2025	($6,378.59)
PCO 068	none	Alterman MV 15KV Temp Power **R1**	3/20/2025	4/3/2025	($6,378.59)
PCO 068	none	Alterman MV 15KV Temp Power **R2**	5/12/2025	5/29/2025	($9,647.72)

Reviews were provided by Plummer and Pape Dawson. It is the opinion of the combined project team that the credit provided in the final revision is an accurate credit for the work not needed and approval is recommended.

POTENTIAL CHANGE ORDER

Kiewit

Date: 05/08/2025	Potential Change Order #: PCO-0068	Revision #: 2
To: City of Sherman (COS) 220 W. Mulberry Street Sherman, TX 75090	Contract #: 1513-U Construction Manager at Risk (CMAR)	Project: South WWTP - MBR

Drawing, Specification, Equipment Number or Other Reference:

Description of the Proposed Change Order Work: Alterman MV 15KV Temp Power

CMAR is providing this PCO in accordance with General Conditions 1.01 A. 51., 10.01 A. and B., and 10.03 A. This PCO is also submitted in accordance with General Conditions 12.01.B.2 and the value of the Work will be determined by a mutually agreed lump sum. This mutually agreed lump sum is only applicable to this specific PCO-0068 R1.

PCO-0068 R2 consists of Alterman MV 15KV Temp Power.

There is no current schedule impact from the additional scope identified in this PCO.

Kiewit Water Facilities South Co.'s proposal for this package represents ($9,647.72).

This estimate is based on a 6-day workweek, 10 hours per day.

Kiewit has marked pages in this document “confidential” as they contain proprietary rates and other information that are trade secrets in reference to Texas Government Code 552.110.

This quote is valid for 30 days from date of submission in accordance with General Conditions 10.05 C. CMAR reserves the right to update the cost if those 30 days are exceeded.

Construction				**Estimated Effect on Contract Price**
Lump Sum ($)				Change Impact ($)
($9,647.72)				**($9,647.72)**

Detailed components of above categories must accompany this estimate (discipline, craft, commodity of material, etc.)

Estimated Effect on Project Schedule (calendar days)		**Estimated Effect on Contract Terms**
Substantial Completion	N/A	N/A
Final Completion	N/A	N/A

Recommended by: Kiewit Water Facilities South Co.

Project Manager: _____ 5/12/2025

Contractor Date

Basis of Estimate: Alterman MV 15KV Temp Power

Summary

1. **A – Direct Cost (Labor)**	Sub-Total	$0.00
2. **B – Direct Cost (Supervision)**	Sub-Total	$0.00
3. **C – Direct Cost (PM, Supplies, Equipment, Subs)**	Sub-Total	($8,000.00)
4. **D – Indirect Cost**	Sub-Total	$0.00
5. **E – Est. B&I / COMM (1.50%)**	Sub-Total	($120.00)
6. **F – G&A (9.622%)**	Sub-Total	($781.31)
7. **G – Fee (8.50%)**	Sub-Total	($746.41)
	Grand Total	**($9,647.72)**

Initiator

Oncor extended the power pole 65 feet south of the location shown in WCD-013. This reduced the length of the duct bank.

Merit

Oncor extended the power pole 65 feet south of the location shown in WCD-013. This reduced the length of the duct bank.

Summary

Alterman provided Cost Proposal No. PCO-022 Ductbank Credit to capture the scope of deleted ductbank.

See attachments for a breakdown.

KIEWIT WATER FACILITIES SOUTH CO.
2050 Roanoke Rd, Westlake, TX 76262

1. **A - Direct Cost (Labor)**

Total	$0.00

2. **B - Direct Cost (Supervision)**

Total	$0.00

3. **C - Direct Cost (PM, Supplies, Equipment, Subs)**

Total	($8,000.00)

The following is captured under C - Direct Cost (PM, Supplies, Equipment, Subs): Alterman COR-001.

See attachments for a breakdown.

4. **D - Indirect Cost**

Total	$0.00

5. **E - Est. B&I / COMM (1.50%)**

Total	($120.00)

Est. Bond and Insurance / Commercial required for PCO 68.

6. **F - G&A (9.622%)**

Total	($781.31)

General and Administrative expenses required for PCO 68.

7. **G - Fee (8.50%)**

KIEWIT WATER FACILITIES SOUTH CO.
2050 Roanoke Rd, Westlake, TX 76262

Total	($746.41)

Attachments

1. COSK-PSE-WCD0013 Startup Power
2. PCO-0068 R2 Cost Breakdown Structure
3. PCO-0068 R2 Resource Rate Register
4. PCO-022 - Ductbank Credit REV 2 - Final
5. PCO-R-PCO---0168.01-COSK-PSE-PCO068 R1 Comment Form

KIEWIT WATER FACILITIES SOUTH CO.
2050 Roanoke Rd, Westlake, TX 76262

Project:	South Wastewater Treatment Plant - MBR	**Project Number:**	
Owner:	Greater Texoma Utility Authority/City of Sherman	1513-U	
Contractor:	Kiewit Water Facilities South Co.	105718	
Engineer:	Plummer Associates	1422-005-02	

Work Change Directive No.: 13 **Description:** Startup Electrical Power

Specification: N/A

Drawing No.: E004, E006 **Detail Description:** Additional Duct banks and cables for startup power

Make the following additions, modifications, or deletions to the Work described in the Contract Documents:

Provide additional duct banks, cables and coordination with Oncor to allow temporary startup power per the attached directions and drawings.

Purpose of Work Change Directive:

This change will allow plant startup activities to begin by September 2024 as needed per CMAR schedule.

The Owner directs the Contractor to proceed with Work described in this Work Change Directive. Compensation for this Work will be determined using the methods described below. Costs for the Work Change Directive may not exceed the total authorized compensation shown for this Work Change Directive shown below without authorization of the Owner by other Work Change Directives or by Change Order. Contractor is to submit a Change Proposal when impacts on Contract Price and Contract Times can be determined. A Change Order or Contract Amendment is to be issued to incorporate changes in Contract Price and / or Contract Times.

Basis of Compensation:

☐ Unit Prices ☒ Lump Sum calculated using Cost of Work provisions in General Conditions Paragraph 12.01

☐ Time and Materials using Cost of Work provisions in General Conditions Paragraph 12.01

☐ Allowance based on provisions in General Conditions Paragraph 11.02.

Required Documentation:

☒ Detailed cost breakdown attached showing labor, materials, equipment and all other costs for this change

☒ Schedule attached to show impacts and justification for requested change in Contract Times if applicable

Compensation for this Work Change Directive may not exceed: $ N/A

Project:	South Wastewater Treatment Plant - MBR	**Project Number:**	
Owner:	Greater Texoma Utility Authority/City of Sherman	1513-U	
Contractor:	Kiewit Water Facilities South Co.	105718	
Engineer:	Plummer Associates	1422-005-02	

Recommended by: Design Engineer

Name | 3/20/2024 *Date*

Recommended by: Project Construction Manager

Name | 3/20/24 *Date*

Approved by: Kiewit Water Facilities South Co.

Name | Digitally signed by Kory.Kyllo DN: CN=Kory.Kyllo, OU=Employees, OU=Users, OU=Kiewit, DC=KIEWITPLAZA, DC=com Reason: I am approving this document Date: 2024.03.23 08:08:49-05'00' | 03/23/2024 *Date*

Approved by: Program Manager

Name | 3/20/24 *Date*

Approved by: Greater Texoma Utility Authority

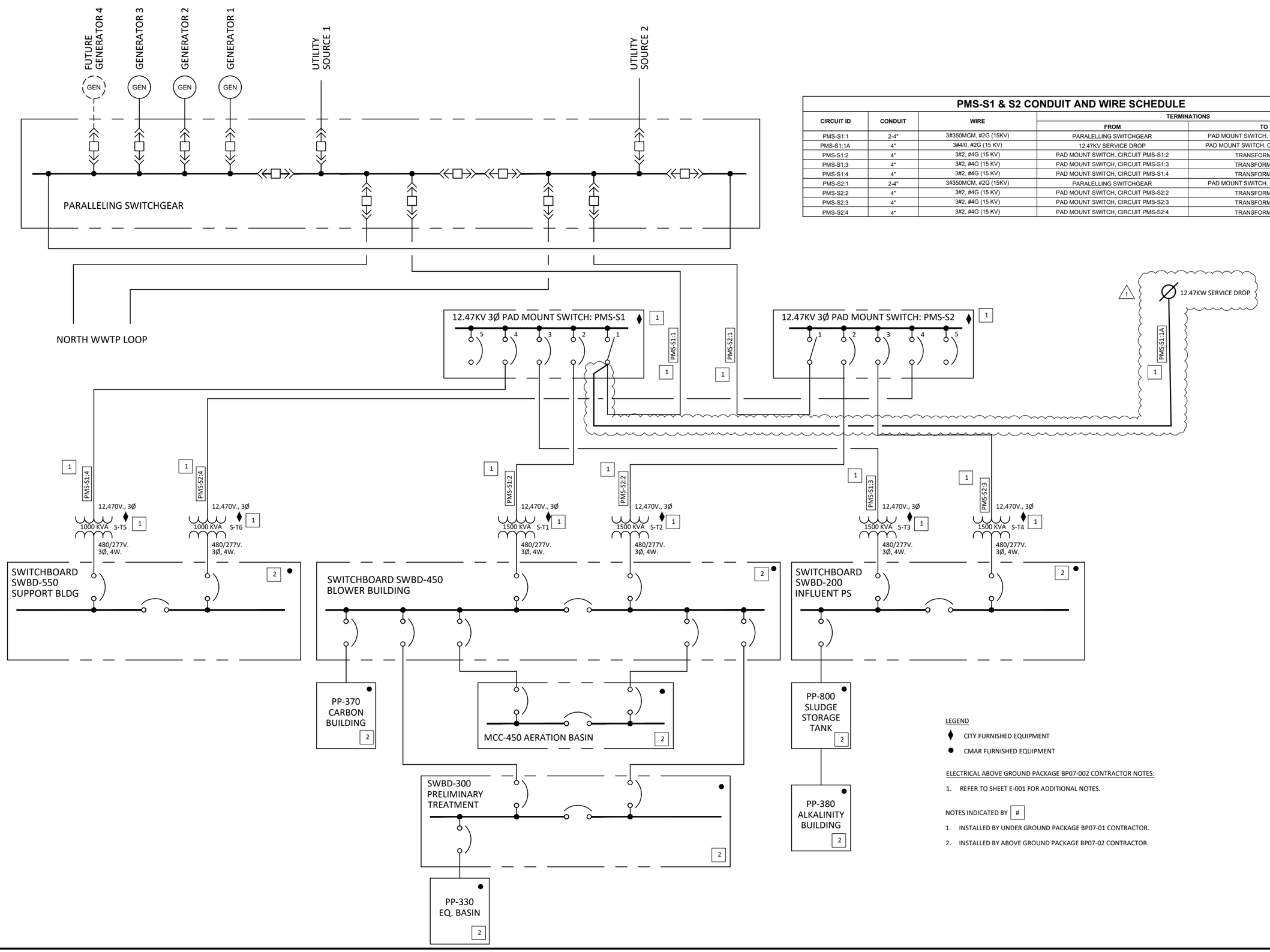
Name | Digitally signed by Paul Sigle DN: O=GTUA, CN=Paul Sigle, E=paul@gtua.org Reason: I am approving this document Location: Date: 2024.03.21 14:33:18-05'00' Foxit PDF Editor Version: 2023.2.0 | 3/21/2024 *Date*

Approved by: City of Sherman

Name | Digitally signed by Tom Pruitt Date: 2024.03.21 14:29:11-05'00' *Date*

Work Change Directive WCD-13, Temporary 12.47KV Power to Plant

1. Sheet E-004, South Plant One-line Diagram
    a. Coordinate with Oncor for requirements for 12.47KV Service Drop
    b. Provide Circuit PMS-S1:1A from 12.47KV Service Drop to 12.47KV Pad Mount Switch: PMS-S1
2. Sheet E-006, Electrical Site Plan E-1B
    a. Coordinate with Oncor for requirements for 12.47KV Service Drop
    b. Provide concrete encased 4" conduit from HVMH-1 to 12.47KV Service Drop
    c. Provide Circuit PMS-S1:1A from 12.47KV Service Drop to 12.47KV Pad Mount Switch: PMS-S1
    d. Terminate communication ductbank at proposed manhole CMH-1. Ductbank from manhole to electrical building by others. (Deduct)
    e. Terminate HV ductbank at existing manhole provided others. Ductbank from manhole to electrical building by others. (Deduct)



PMS-S1 & S2 CONDUIT AND WIRE SCHEDULE

CIRCUIT ID	CONDUIT	WIRE	TERMINATIONS	
			FROM	TO
PMS-S1:1	2-4"	3#350MCM, #2G (15KV)	PARALELLING SWITCHGEAR	PAD MOUNT SWITCH, CIRCUIT PMS-S1:1
PMS-S1:1A	4"	3#4/0, #2G (15 KV)	12.47KV SERVICE DROP	PAD MOUNT SWITCH, CIRCUIT PMS-S1:1A
PMS-S1:2	4"	3#2, #4G (15 KV)	PAD MOUNT SWITCH, CIRCUIT PMS-S1:2	TRANSFORMER S-T1
PMS-S1:3	4"	3#2, #4G (15 KV)	PAD MOUNT SWITCH, CIRCUIT PMS-S1:3	TRANSFORMER S-T3
PMS-S1:4	4"	3#2, #4G (15 KV)	PAD MOUNT SWITCH, CIRCUIT PMS-S1:4	TRANSFORMER S-T5
PMS-S2:1	2-4"	3#350MCM, #2G (15KV)	PARALELLING SWITCHGEAR	PAD MOUNT SWITCH, CIRCUIT PMS-S2:1
PMS-S2:2	4"	3#2, #4G (15 KV)	PAD MOUNT SWITCH, CIRCUIT PMS-S2:2	TRANSFORMER S-T2
PMS-S2:3	4"	3#2, #4G (15 KV)	PAD MOUNT SWITCH, CIRCUIT PMS-S2:3	TRANSFORMER S-T4
PMS-S2:4	4"	3#2, #4G (15 KV)	PAD MOUNT SWITCH, CIRCUIT PMS-S2:4	TRANSFORMER S-T6

LEGEND

- ♦ CITY FURNISHED EQUIPMENT
- ● CMAR FURNISHED EQUIPMENT

ELECTRICAL ABOVE GROUND PACKAGE BP07-002 CONTRACTOR NOTES:

1. REFER TO SHEET E-001 FOR ADDITIONAL NOTES.

NOTES INDICATED BY [#]

1. INSTALLED BY UNDER GROUND PACKAGE BP07-01 CONTRACTOR.
2. INSTALLED BY ABOVE GROUND PACKAGE BP07-02 CONTRACTOR.

PLUMMER
1320 S UNIVERSITY DR, STE 300 | FORT WORTH, TX 76107
817.806.1700 | TBPE REGISTERED FIRM NUMBER F-13

REV	DATE	REVISION	BY
0	2.15.24	IFC - ELECTRICAL BP07	PNM
1	3.19.24	PER WCD-13	PNM

Sherman
CLASSIC TOWN, BROAD HORIZON

CITY OF SHERMAN
SOUTH WASTEWATER TREATMENT PLANT - MBR

ELECTRICAL
SOUTH PLANT ONE-LINE DIAGRAM

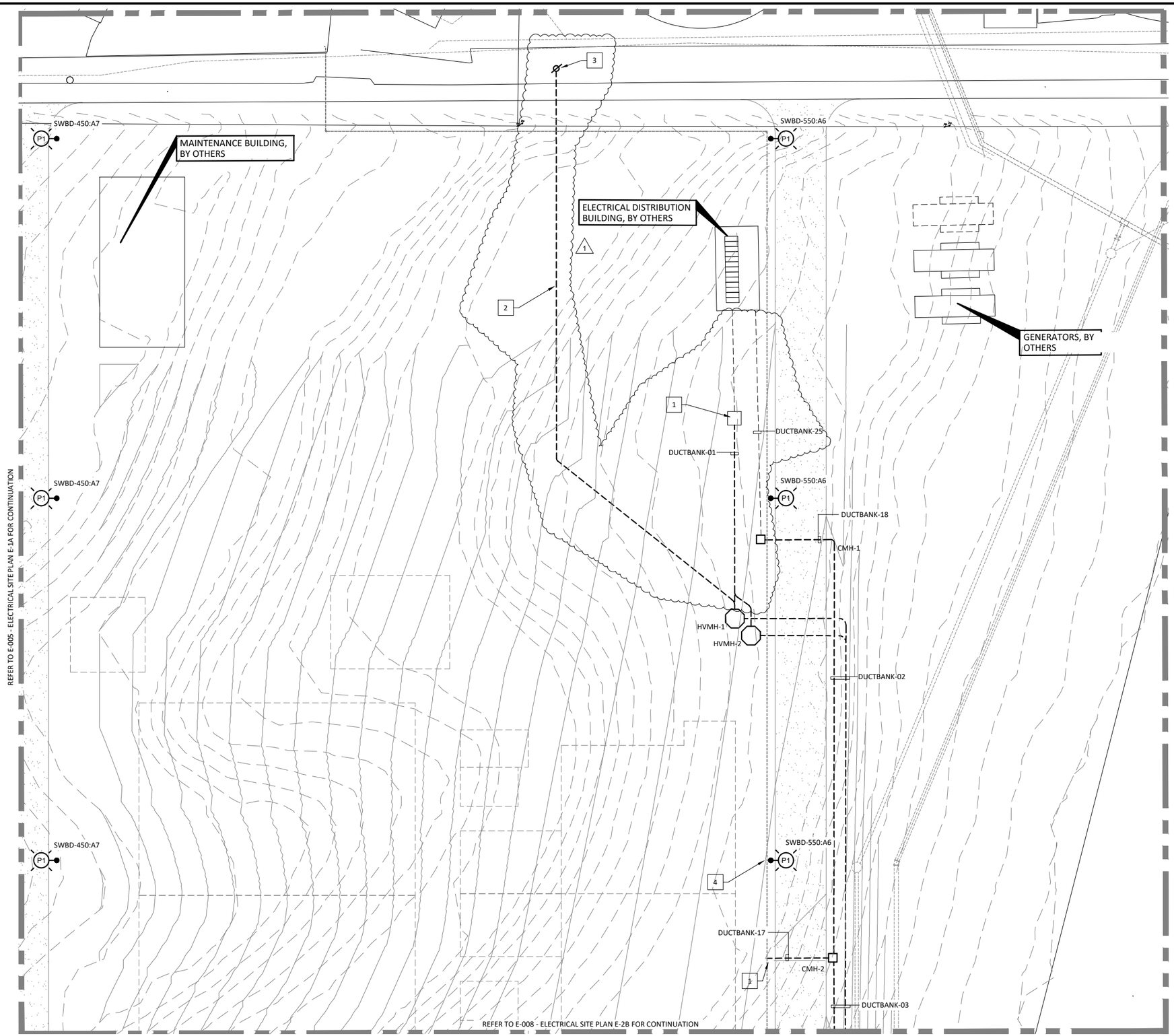
PATRICK N. MOSELEY 72794 REGISTERED PROFESSIONAL ENGINEER 2/19/2024

IF THIS BAR DOES NOT MEASURE ONE INCH, DRAWING IS NOT TO LABELED SCALE

DESIGNED P. MOSELEY
DRAWN E. ANDERSON
CHECKED N. TOUSSAINT
REVIEWED P. MOSELEY

Seq.
Dwg. No. E-004
1422-005-02

PRINTED: 3/19/2024 11:16 AM C:\Users\pmoseley\DCVACCDocs\Plummer Associates\EIC Group\Project Files\1422 - SHERMAN\1422-005-02_MBR_PLANT\ACAD\SHEETS\ELEC\E-004.dwg SAVED: 3/19/2024 11:16 AM SAVED BY: Pmoseley USER: Moseley, Patrick



PLAN

SCALE: 1"=30'-0"

GRAPHIC SCALE : 1" = 30'

30 15 0 30 60

NOTES INDICATED BY [#]

1. TERMINATED CONDUITS AT HV-MANHOLE. HV-MANHOLE BY OTHERS.
2. 1-4" CONDUIT, CONCRETE ENCASED CONDUIT FOR CIRCUIT PMS-S1:1A.
3. 12.47KV SERVICE POLE DROP. COORDINATE WITH ONCOR FOR REQUIREMENT.
4. TYPE "P1" FIXTURES BY UNDERGROUND PACKAGE BP07-001 CONTRACTOR.

ELECTRICAL UNDERGROUND PACKAGE BP07-001 CONTRACTOR NOTES:

1. REFER TO SPECIFICATION SECTION 26 05 43 FOR ADMINISTRATIVE REQUIREMENTS FOR COORDINATION, LAYOUT AND INSTALLATION OF DUCTBANKS AND MANHOLES. SUBMITTAL REQUIREMENTS INCLUDE DUCTBANK PLAN-PROFILE AND DETAILED CONDUIT LAYOUT SHOWING NUMBER SIZE AND LOCATION OF CONDUITS ENTERING MANHOLES.
2. 12.47KV MANHOLES (HVMH) SHALL BE 8' OCTAGON AND 8' HEIGHT. MANHOLES SHALL BE H20 LOADING AND SHALL HAVE A H20 3'X3' ALUMINUM HATCH.
3. REFER TO SHEET E-9006 FOR REQUIREMENTS FOR POLE MOUNTED LIGHTS AND FOUNDATIONS.
4. MINIMUM SIZE OF ELECTRICAL MANHOLES (EMH) SHALL BE 5'X5'X5'. MINIMUM SIZE OF COMMUNICATION MANHOLES (CMH) SHALL BE 4'X'4'X4-. CONTRACTOR SHALL INCLUDE 18" MANHOLE EXTENSION FOR EACH MANHOLE IN THE BID PROPOSAL.
5. DRAWING INDICATES REVISED ROUGH FINAL GRADING.

ELECTRICAL ABOVE GROUND PACKAGE BP07-002 CONTRACTOR NOTES:

1. REFER TO SHEET E-001 FOR ADDITIONAL NOTES.

PLUMMER
1320 S UNIVERSITY DR. STE 300 | FORT WORTH, TX 76107
817.806.1700 | TBPE REGISTERED FIRM NUMBER F-13

REV	DATE	REVISION	BY
0	2.15.24	IFC - ELECTRICAL BP07	PNM
1	3.19.24	PER WCD-13	PNM

Sherman
CLASSIC TOWN, BROAD HORIZON

CITY OF SHERMAN
SOUTH WASTEWATER TREATMENT PLANT - MBR

ELECTRICAL
ELECTRICAL SITE PLAN E-1B

STATE OF TEXAS
PATRICK N. MOSELEY
72794
REGISTERED
ELECTRICAL ENGINEER
2/15/2024

IF THIS BAR DOES NOT MEASURE ONE INCH, DRAWING IS NOT TO LABELED SCALE

DESIGNED P. MOSELEY
DRAWN E. ANDERSON
CHECKED N. TOUSSAINT
REVIEWED P. MOSELEY

Seq.

Dwg. No. E-006

1422-005-02

PRINTED: 3/19/2024 11:16 AM C:\Users\pmoseley\DC\ACCDocs\Plummer Associates\EIC Group\Project Files\1422 - SHERMAN\1422-005-02_MBR_PLANT\ACAD\SHEETS\ELECT\E-006.dwg SAVED: 3/19/2024 11:16 AM SAVED BY: Pmoseley USER: Moseley, Patrick

Confidential

Cost Breakdown Structure (CBS) Register

KIEWIT CORPORATION

20053365-136123-01P - Sherman PCO Backup--Sherman WWTP Construction

CBS Position Code	Description	Quantity	Unit of Measure (UoM)	Manhours (MH)	Man Count	Equipment Count	Production (UOM/Mh)	Production (UOM/Crew Hr)	Unit Cost	Total Cost	Labor Cost	Construction Equipment Cost	Materials Cost	Supplies Cost	Subcontract Cost
4.1.2.2	PCO #0068 R2 - WCD 13 - Alterman MV 15KV Temp Power	1.00	Each	0.00	0.00	0.00	0.00	0.00	($9,647.72)	($9,647.72)	$0.00	$0.00	($1,647.72)	$0.00	($8,000.00)
4.1.2.2.1	A - Direct Cost (Labor)	1.00	Each	0.00	0.00	0.00	0.00	0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
4.1.2.2.2	B - Direct Cost (Supervision)	1.00	Each	0.00	0.00	0.00	0.00	0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
4.1.2.2.3	C - Direct Cost (PM, Supplies, Equipment, Subs)	1.00	Each	0.00	0.00	0.00	0.00	0.00	($8,000.00)	($8,000.00)	$0.00	$0.00	$0.00	$0.00	($8,000.00)
4.1.2.2.3.1	Alterman	1.00	Each	0.00	0.00	0.00	0.00	0.00	($8,000.00)	($8,000.00)	$0.00	$0.00	$0.00	$0.00	($8,000.00)
4.1.2.2.4	D- Indirect Cost	1.00	Each	0.00	0.00	0.00	0.00	0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
4.1.2.2.5	E - Est. B&I/COMM (1.50%)	1.00	Each	0.00	0.00	0.00	0.00	0.00	($120.00)	($120.00)	$0.00	$0.00	($120.00)	$0.00	$0.00
4.1.2.2.6	F - G&A (9.622%)	1.00	Each	0.00	0.00	0.00	0.00	0.00	($781.31)	($781.31)	$0.00	$0.00	($781.31)	$0.00	$0.00
4.1.2.2.7	G - Fee (8.50%)	1.00	Each	0.00	0.00	0.00	0.00	0.00	($746.41)	($746.41)	$0.00	$0.00	($746.41)	$0.00	$0.00

PCO-0068 R2				
A	**DIRECTS - Labor**			
		LABOR	$	-
B	**DIRECTS - Supervision**			
		Supervision		
C	**DIRECTS - Equip, PM, Supply, Subs**			
		Total	$	(8,000.00)
D	**Indirect Cost**			
		Itemized	$	-
E	**Est. Bonds/Insurance**			
	(on A, B, C, D)	1.50%	$	(120.00)
F	**G&A**			
	(on B, C, D, E)	9.622%	$	(781.31)
G	**Fee**			
	(on C, F)	8.50%	$	(746.41)
		TOTAL	**$**	**(9,647.72)**

All Resource Register
KIEWIT CORPORATION
20053365-136123-01P - Sherman PCO Backup--Sherman

Resource Type	Resource Code	Description	Unit Cost (Scale 1)	Unit Cost (Scale 2)	Unit Cost (Scale 3)	Utilization Count	Unit of Measure	Backup Documentation
Unique Rate	PCO-0068 R2 ALTERMAN	PCO-0068 R2 ALTERMAN	($8,000.00)	$0.00	$0.00	1.00	Each	PCO-022 - Ductbank Credit
	1							

Cost Proposal No.
PCO-022
Ductbank Credt

TO: Kiewit

ATTN: Jeremie

JOB NAME: Sherman WWTP Date: **May 7, 2025**

REFERENCE: Ductbank Credit

Alterman Job # **635101**

We have reviewed the requirements of:
as it pertains to the work of our Contract.

In Compliance with the terms of our Contract Agreement, we agree to perform the changed work for:

X	Additional Amount of	**$ (8,000.00)**
	Deductive Amount of	$ -
	No Change in Contract Amount	

This pricing is based on the following conditions:

X	Quotation is valid for **15** days. Lack of direction concerning this work by that date will require re-evaluation of the work change.
0.00	Calendar days extension of Contract time is required once approved submittals are approved
X	Exclusions or conditions that vary from our Contract Agreement are as follows:

X Complete pricing breakdown for our work is attached for your review.

Joe Henry
ALTERMAN REPRESENTATIVE

PROJECT: Sherman WWTP 0
JOB NUMBER: PCO-022
Ductbank Credt

SUMMARIZED BILL OF MATERIALS

ALTERMAN INDUSTRIAL BID

PCO-022 Ductbank Credt

DESCRIPTION	Q/M	QNTY	U/M	MAT UNIT	MAT RESULT	LAB UNIT	LAB RESULT
	Q		EA		0.00		0.00
	Q		EA		0.00		0.00
4" PVC	Q	-60	FT		-200.00		0.00
	Q		EA		0.00		0.00
	Q		EA		0.00		0.00
	Q		EA		0.00		0.00
	M		FT		0.00		0.00
Pull tape	Q	-60	FT		0.00		0.00
UG warning tape	Q	-60	FT		0.00		0.00
4/0 Bare CU wire	Q	-60	FT		-300.00		0.00
	Q		EA		0.00		0.00
Adjustment	Q	-1	EA		-2,223.18		0.00
Red concrete	M	-10	CY		-800.00		0.00
Rebar	Q	-200	Ft		-250		0.00
Leveling Blocks	Q	-20	EA		-50.00		0.00
	Q		EA		0.00		0.00
	Q		EA		0.00		0.00
	M		EA		0.00		0.00
	M		FT		0.00		0.00
	M		FT		0.00		0.00
	Q		E		0.00		0.00
	Q		E		0.00		0.00
	M		FT		0.00		0.00
	M		FT		0.00		0.00
	Q		E		0.00		0.00
	Q		E		0.00		0.00
	Q		E		0.00		0.00
	Q		E		0.00		0.00
	Q		E		0.00		0.00
Labor Deduct for Start up power	Q	1	E		0.00	-50.0000	-50.00
Phase/ Group totals:					-$3,823.18		-50.00

ConEst Software Systems

	TOTALS	MATERIALS	LABOR
PCO-022		-$3,823.18	-50.00 MHR's

BRIEF SUMMARY OF WORK

Sean.Benson@GoAlterman.com | Office: 210-496-6888 | Fax: 210-496-7349

CHANGE ORDER WORKSHEET
Alterman, Inc.

PCO-022

Ductbank Credt

DATE : 5/7/2025
JOB #: 635101
PREPARED BY: Joe Henry

DESCRIPTION OF WORK PERFORMED:

Labor

Position	Unit	Quantity	Labor Cost Unit	Labor Cost Total	Position Total
Project Manager	HR		$85.00	$0.00	$0.00
Project Engineer	HR	0.0	$55.00	$0.00	$0.00
Journeymen Electrician	HR	-50.0	$38.50	-$1,925.00	-$1,925.00
Field Superintedant	HR		$41.25	$0.00	$0.00
Per Diem / Fringe adder	HR	0.0		$0.00	$0.00
Total Amount of Hours Labor Only		-50.0	**Total Labor Cost**		-$1,925.00

Equipment

Item	Unit	Quantity	Equipment Unit	Equipment Total	Item Total
Pickup Truck	HR	0.0	$12.00	$0.00	$0.00
		0.0	$0.00	$0.00	$0.00
Office Trailer	MN	0.0	$500.00	$0.00	$0.00
Sanitary	MN	0.0	$250.00	$0.00	$0.00
Small Rocksaw	HR	0.0	$117.00	$0.00	$0.00
Volvo L110 Front End Loader	HR	0.0	$134.40	$0.00	$0.00
Mini-Excavator	DAY		$400.00	$0.00	$0.00
Loader-Skid	HR	0.0	$23.10	$0.00	$0.00
Trench Compactor	HR		$18.06	$0.00	$0.00
Cat 315 CL Excavator	HR	0.0	$179.00	$0.00	$0.00
Link Belt 110 Ton Crane	HR	0.0	$324.00	$0.00	$0.00
Sky Trak Ext Forklift	HR	0.0	$62.45	$0.00	$0.00
Cable Rental for 2 Weeks	LS	0.0	$2,537.38	$0.00	$0.00
Compressor 185 cfm	HR	0.0	$52.00	$0.00	$0.00
Wacker/Small Compressor/Plug/Generator/Air Mover	HR	0.0	$26.00	$0.00	$0.00
		0.0	**Total Equipment Cost**		$0.00

Materials

Item	Unit	Quantity	Material Unit	Material Total	Item Total
See attached BOM	EA	1	-$3,823.18	-$3,823.18	-$3,823.18
			Total Material Cost		-$3,823.18

Subcontractors

Company	Description of Work to be Performed (Supporting Information Attached)		Item Total
			$0.00
		Total Subcontractor Cost	$0.00
		TOTAL	-$5,748.18

ALTERMAN COST PROPOSAL PRICING SHEET

DESCRIPTION OF COST PROPOSAL
Ductbank Credt
PCO-022

Prepared by: Joe Henry
Date: 5/7/2025

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O
Item No.	Description	Units 2/4/2025	UM	Labor Unit Cost	Labor Total Cost (C x E)	Material Unit Cost	Material Total Cost (C x G)	Equipment Unit Cost	Equipment Total Cost (C x I)	Subcontract Unit Cost	Subcontract Total Cost (C x K)	Supplemental Work Sheet	Supplemental Total Cost (C x M)	Subtotal
1.00	**LABOR**	1	LS	$ (1,925.00)	$ (1,925.00)							$ -	$ -	$ (1,925.00)
1.10	**DJE PROJECT EXPENDABLES** 3.5% of Labor	1	LS	*Expendable Tools, Consumables, PPE/ Safety Supplies, Masks, Gloves, Hard Hats, Vests*	$ (67.38)							$ -	$ -	$ (67.38)
2.00	**MATERIALS**	1	LS			$ (3,823.18)	$ (3,823.18)					$ -	$ -	$ (3,823.18)
2.10	**MATERIAL WASTE** 3.5% Material	1	LS				$ (133.81)					$ -	$ -	$ (133.81)
3.00	**EQUIPMENT**	1	LS					$ -	$ -			$ -	$ -	$ -
4.00	**SUBCONTRACTORS**	1	LS							$ -	$ -	$ -	$ -	$ -
6.00	**BURDEN** 43.7% of Labor	1	LS	$ (841.23)	$ (841.23)							$ -	$ -	$ (841.23)
COLUMN SUBTOTALS					$ (2,833.60)		$ (3,956.99)		$ -		$ -		$ -	$ (6,790.59)
Fee for work by Subcontractor		5.0%									$ -			$ -
Profit		5.0%												$ (339.53)
Overhead		10.0%												$ (713.01)

SUBTOTAL CHANGE ORDER AMOUNT	**$ (7,843.13)**
Bond and Insurance 2.0%	**$ (156.86)**
GRAND TOTAL CHANGE ORDER AMOUNT	**$ (8,000.00)**

PAPE-DAWSON ENGINEERS

DESIGN SUBMITTAL COMMENT - RESPONSE FORM
CITY OF SHERMAN - MAJOR INFRASTRUCTURE IMPROVEMENTS PROGRAM

Sherman
CLASSIC TOWN. BROAD HORIZON.

PROJECT TITLE: COSK - South WWTP - MBR
DOCUMENT NAME: **COSK-KWT-PCO-068 MV 15kv Temp. Power Rev 1**

DOCUMENT TYPE: PCO
DOCUMENT NO.: PCO 068 R1
DATE SUBMITTED: 3/20/2025
DATE RESPONSE REQUIRED: 4/19/2025

PREPARER: Kiewit
REVIEWERS: Plummer, Pape-Dawson
RESPONDERS (Program Design Consultant): Pape-Dawson

Comment No.	Document Section/Chapter/Appendix	Page/Exhibit No./ Drawing Sheet No.	Reviewer Name/ Initials	Comment		Response / Resolution	Comments Resolved (Yes/No)
1	PCO-68	Pg. 1	GB	Based on the cost that was paid for the installation of this duct bank in PCO 12 and broken down by the foot this credit should be about $20,000. Looks like 330 foot of duct bank was paid for in this PCO, including this duct bank and take 20% (65 Ft.) of that.		Meeting held 5/7/25 with CMAR, Alterman, City of Sherman,Engineer, and Program Manager to discuss cost of credit. Final agreement of ($8,000) credit. See revised Alterman Cost Proposal No. PCO-022 Ductbank Credit (Attachment 04)	yes, see note below.
2	Basis of Estimate	Page 1	RM	The initiator of this PCO is not the issuance of WCD-013. That WCD was fully priced in PCO 012. The initator of this PCO is that ONCOR extended the power feed 65 feet south of the location in WCD-013 and less DB was required because of the installation by ONCOR. In this case it is both the Merit and Initiator.		Acknowledged. Corrections made to the Merit and Initiator sections on the Basis of Estimate.	yes

Note:
At the 5/7/25 meeting, it was discussed that the DB in question is smaller than anticipated by the comment. This is a single 4-inch conduit, not a multi-conduit DB.

PLUMMER

Potential Change Order (PCO) Request

PROJECT NO:1422-005-03

PROJECT: South Wastewater Treatment Plant - MBR
OWNER: City of Sherman
CONTRACTOR: Kiewit Construction South
ENGINEER: Plummer Associates, Inc.
PCO NO.: 071

DESCRIPTION: **Remove Paralleling Switchgear from Scope of Work Rev.2**

NOTIFICATION BY CONTRACTOR

The Contractor proposes to make the additions, modifications, or deletions to the Work described in the Contract Documents, as shown in Attachment "A" and requests that you take the following action:

- ☐ Notify us that you concur that this change does not require a change in Contract time or amount and issue a Field Order.
- ☒ Issue a Change Order for performing the described change. Change in Contract amount is indicated in the attached detailed cost breakdown of labor, materials, equipment and all other costs associated with this change. Impacts on Contract Time are shown in the attached revised schedule.
- ☐ Authorize the Contractor to proceed with the described change. Payment will be requested at the unit price bid.
- ☐ Authorize the Contractor to proceed with the change under the time and materials provisions of the Contract.
- ☐ Authorize this change utilizing Approval of Contingency Fund.

By: Kory Kyllo Date: 4/22/2025

ENGINEER'S RESPONSE

We respond to your request as follows: **Recommended total Credit of PCO 071 is ($12,248.09)**

- ☐ We concur that this is a no cost or time change. See attached/forthcoming Field Order No. / comments.
- ☐ Your proposal is recommended to the Owner with funding authorized by use of project Contingency Fund.
- ☒ Your proposal is recommended to the Owner. See attached/forthcoming proposed Change Order.
- ☐ Proceed with the change at the unit price bid.
- ☐ Proceed with the change under the time and materials provisions of the Contract.
- ☐ Additional information is required to evaluate this request. Provide information as described in the attached comments and resubmit.
- ☐ Potential Change Order Request is not accepted.

Construction Manager: Brian Bell Date: 5/9/25

Engineer: Date: 5-9-2025

Program Manager: Date: 5/13/2025

Owner: Thomas J. Smith, P.E. Date: 5/13/2025

PAPE-DAWSON ENGINEERS

Project: COSK South Wastewater Treatment Plant - MBR Project

Owner: City of Sherman

Subject: Potential Change Order Review Memorandum

PCO071 – Remove Paralleling Switchgear from Scope of Work Rev 2

Date: 5/5/25

This Potential Change Order (PCO) is provided in response to Work Change Directive 038. WCD 038 directed the contractor to remove paralleling switchgear from the scope of work. The items deleted will be provided in another contract by others.

Below is a summary table of the history of this Potential Change Order (PCO) showing all submittals and total cost. Written comments and responses that were made on the PCO are included at the end of the PCO documentation.

ID Number	Source (WCD, RFI, PCM)	Title	Submitted Date	Response Date	Total Cost or (Credit)
PCO 071	WCD 038	Remove paralleling switchgear	3/10/2025	3/19/2025	($12,248.09)
PCO 071	WCD 038	Remove paralleling switchgear **R1**	3/20/2025	4/3/2025	($12,248.09)
PCO 071	WCD 038	Remove paralleling switchgear **R2**	4/22/2025	5/8/2025	($12,248.09)

Reviews were provided by Plummer and Pape Dawson The credit was not changed in reviews, but the merit of the cost development was clarified and additional documentation of the history of the changes in this area were provided. It is the opinion of the combined project team that the credit provided in the final revision is an accurate credit for the work not needed and approval is recommended.

POTENTIAL CHANGE ORDER

Kiewit

Date: April 17th, 2025	Potential Change Order #: PCO-071	Revision #: 2
To: City of Sherman (COS) 220 W. Mulberry Street Sherman, TX 75090	Contract #: 1513-U Construction Manager at Risk (CMAR)	Project: South WWTP - MBR

Drawing, Specification, Equipment Number or Other Reference: COSK-PSE-WCD0038 descope parallel switchgear

Description of the Proposed Change Order Work: Remove Paralleling Switchgear from Scope of Work

CMAR received COSK-PSE-WCD0038 descope parallel switchgear on February 5th, 2025. CMAR is providing this PCO in accordance with General Conditions 1.01 A. 51., 10.01 A. and B., and 10.03 A. This PCO is also submitted in accordance with General Conditions 12.01.B.2 and the value of the Work will be determined by a mutually agreed lump sum. This mutually agreed lump sum is only applicable to this specific PCO-0071 R2.

PCO-0071 R2 consists of removing paralleling switchgear from scope of work.

There is no current schedule impact from the additional scope identified in this PCO.

Kiewit Water Facilities South Co.'s proposal for this package represents ($12,248.09).

This estimate is based on a 6-day workweek, 10 hours per day.

Kiewit has marked pages in this document “confidential” as they contain proprietary rates and other information that are trade secrets in reference to Texas Government Code 552.110.

This quote is valid for 30 days from date of submission in accordance with General Conditions 10.05 C. CMAR reserves the right to update the cost if those 30 days are exceeded.

Construction				**Estimated Effect on Contract Price**
Lump Sum ($)				Change Impact ($)
($12,248.09)				**($12,248.09)**

Detailed components of the above categories must accompany this estimate (discipline, craft, commodity of material, etc.)

Estimated Effect on Project Schedule (calendar days)		**Estimated Effect on Contract Terms**
Substantial Completion	N/A	N/A
Final Completion	N/A	N/A

Recommended by: Kiewit Water Facilities South Co.

Project Manager: _____ 4/22/2025

Contractor Date

Basis of Estimate: Remove Paralleling Switchgear from Scope of Work

Add		
1. A - Direct Cost (Labor)	Sub-Total	$0.00
2. B - Direct Cost (Supervision)	Sub-Total	$0.00
3. C - Direct Cost (PM, Supplies, Equipment, Subs)	Sub-Total	($10,156.27)
4. D - Indirect Cost	Sub-Total	$0.00
5. E - Est. B&I/COMM (1.50%)	Sub-Total	($152,34
6. F - G&A (9.622%)	Sub-Total	($991.89)
7. G - Fee (8.50%)	Sub-Total	($947.59)
	Grand Total	($12,248.09)

Initiator

Plummer: Issuance of WCD 38.

Merit

Remove paralleling switchgear from scope of work directed by WCD 38.

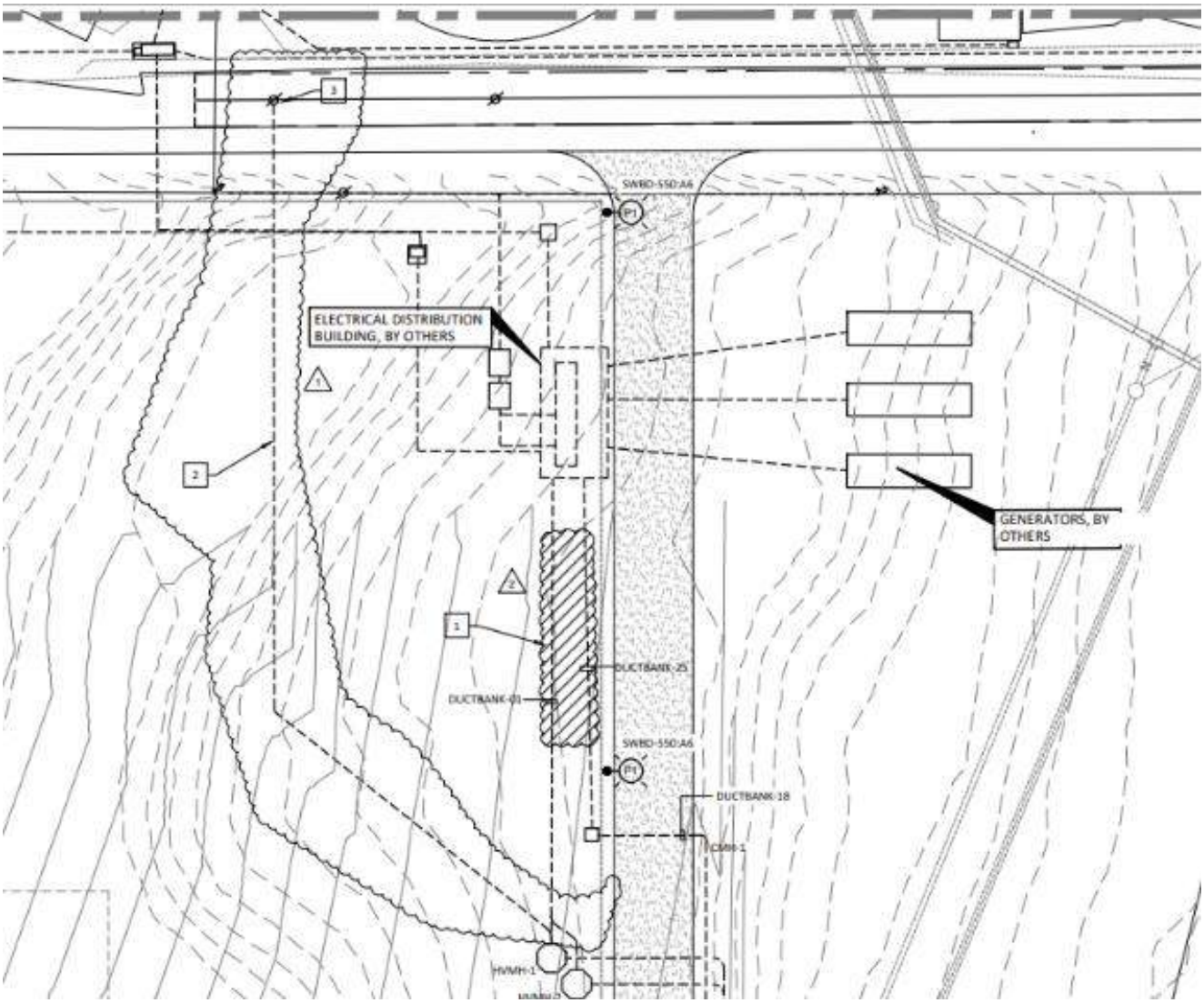
Summary

Alterman has provided a CO to cover WCD 38's scope.

Descoping the Paralleling Switchgear mitigates the TIA for IDF 0301 which was delaying final completion, see attached.

See attachments for a breakdown.

KIEWIT WATER FACILITIES SOUTH CO.
2050 Roanoke Rd, Westlake, TX 76262



1. **A - Direct Cost (Labor)**

Total	**$0.00**

2. **B - Direct Cost (Supervision)**

Total	**$0.00**

3. **C - Direct Cost (PM, Supplies, Equipment, Subs)**

Total	**($10,156.27)**

KIEWIT WATER FACILITIES SOUTH CO.
2050 Roanoke Rd, Westlake, TX 76262

The following is captured under C - Direct Cost (PM, Supplies, Equipment, Subs): Alterman CO.

Alterman's original credit was for ($7,054.72). After an internal review, Kiewit contacted Alterman with questions, which resulted in Alterman providing an additional credit of ($2,182.63) along with the original ($7,054.22) to bring the new 2nd total credit to ($9,236.85). After another internal review, Kiewit contacted Alterman with more questions, which resulted in Alterman changing the 2nd additional credit of ($2,182.63) to ($3,101.55) along with the original ($7,054.22), which brings the 3rd total credit to ($10,156.27).

See attachments for a breakdown.

4. **D - Indirect Cost**

Total	**$0.00**

5. **E - Est. B&I/COMM (1.50%)**

Total	**($152.34)**

Est. Bond and Insurance / Commercial required for PCO-0071.

6. **F - G&A (9.622%)**

Total	**($991.89)**

General and Administrative expenses required for PCO-0071.

7. **G - Fee (8.50%)**

Total	**($947.59)**

Attachments

1. COSK-PSE-WCD0038 descope parallel switchgear
2. PCO 0071 Cost Breakdown Structure

KIEWIT WATER FACILITIES SOUTH CO.
2050 Roanoke Rd, Westlake, TX 76262

3. PCO 0071 Resource Rate Register
4. Alterman PCO-024 - 350MCM Credit REV 1
5. COR-027 WCD-038 Rev. 1 Fiber Credit for North Plant
6. Alterman Correspondence WCD-038 Pricing
7. PCO-R-PCO---0169.01-COSK-PSEPCO071 R1 Comment Form

KIEWIT WATER FACILITIES SOUTH CO.
2050 Roanoke Rd, Westlake, TX 76262

Project:	South Wastewater Treatment Plant - MBR	**Project Number:**	
Owner:	Greater Texoma Utility Authority/City of Sherman		1513-U
Contractor:	Kiewit Water Facilities South Co.		105718
Engineer:	Plummer Associates		1422-005-02

Work Change Directive No.: 38 **Description:** Remove Paralleling Switchgear from Scope of Work

Specification: N/A

Drawing No.: multiple **Detail Description:** Remove Paralleling Switchgear from Scope of Work

Make the following additions, modifications, or deletions to the Work described in the Contract Documents:

Eliminate from the Scope of work the cables, wires, conduits, and terminations described in the attachments.

Attachments:

- WCD 038 Supporting Text
- E-004, Rev 3, 1/13/2025
- E-006, Rev 2, 1/13/2025
- E-013, Rev 2, 1/13/2025
- E-014, Rev 2, 1/13/2025

Purpose of Work Change Directive:

Elimination of Scope of Work to be provided by others in a separate contract.

The Owner directs the Contractor to proceed with Work described in this Work Change Directive. Compensation for this Work will be determined using the methods described below. Costs for the Work Change Directive may not exceed the total authorized compensation shown for this Work Change Directive shown below without authorization of the Owner by other Work Change Directives or by Change Order. Contractor is to submit a Change Proposal when impacts on Contract Price and Contract Times can be determined. A Change Order or Contract Amendment is to be issued to incorporate changes in Contract Price and / or Contract Times.

Basis of Compensation:

☐ Unit Prices ☒ Lump Sum calculated using Cost of Work provisions in General Conditions Paragraph 12.01

☐ Time and Materials using Cost of Work provisions in General Conditions Paragraph 12.01

☐ Allowance based on provisions in General Conditions Paragraph 11.02.

Required Documentation:

☒ Detailed cost breakdown attached showing labor, materials, equipment and all other costs for this change

☒ Schedule attached to show impacts and justification for requested change in Contract Times if applicable

Compensation for this Work Change Directive may not exceed: $ N/A

Project:	South Wastewater Treatment Plant - MBR	**Project Number:**	
Owner:	Greater Texoma Utility Authority/City of Sherman	1513-U	
Contractor:	Kiewit Water Facilities South Co.	105718	
Engineer:	Plummer Associates	1422-005-02	

Recommended by: Design Engineer

Name: [signature] Date: 1-21-2025

Recommended by: Project Construction Manager

Name: [signature] Date: 1/20/25

Approved by: Kiewit Water Facilities South Co.

Name: [signature] Date: 2/5/2025

Approved by: Program Manager

Name: [signature] Date: 1-23-25

Approved by: Greater Texoma Utility Authority

Name: [signature] Digitally signed by Paul Sigle DN: O=GTUA, CN=Paul Sigle, E=paul@gtua.org Reason: I am approving this document with my legally binding signature Location: Date: 2025.01.27 09:58:41-06'00' Foxit PDF Editor Version: 2023.2.0 Date:

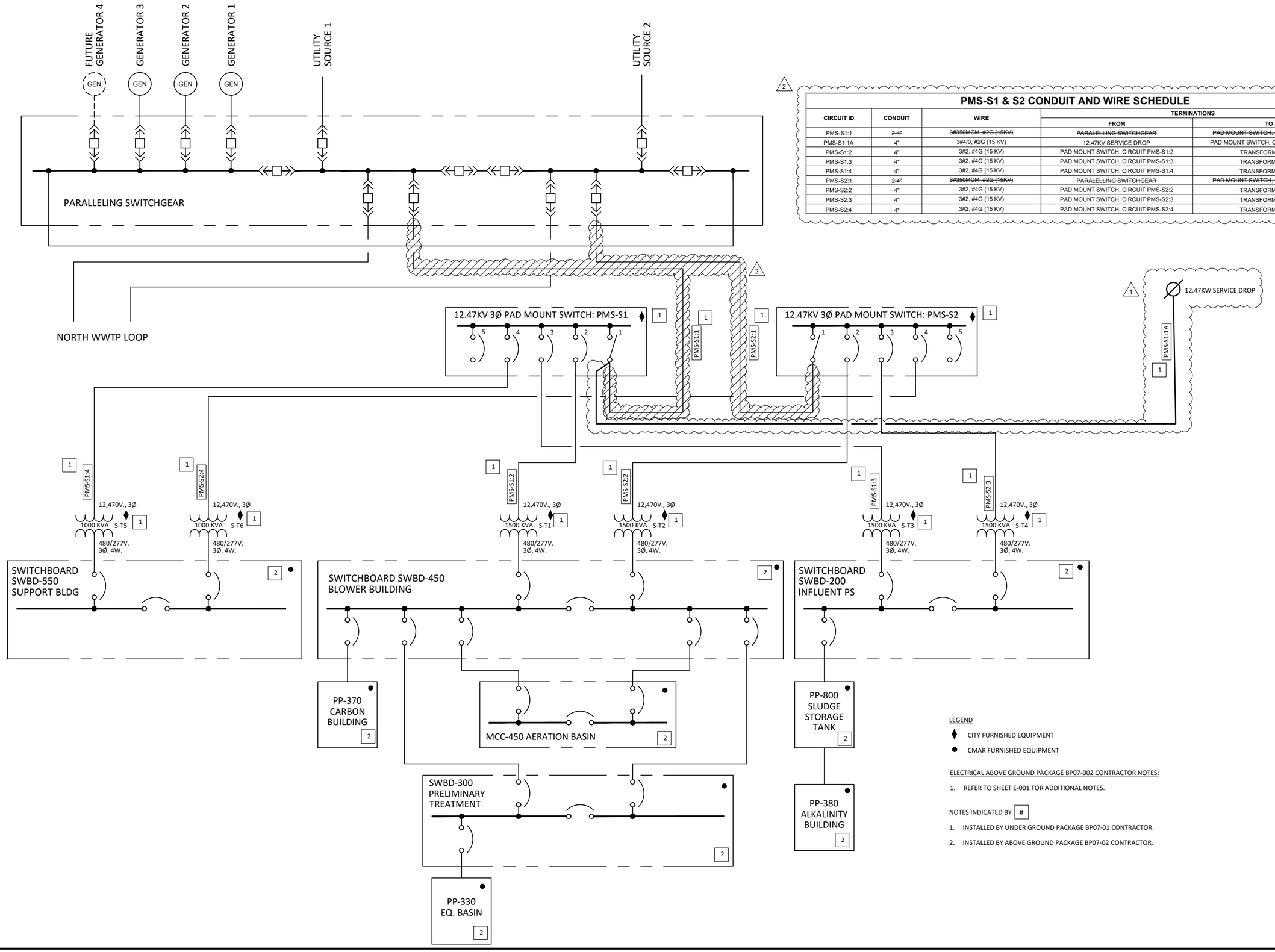
Approved by: City of Sherman

Name: [signature] P.E. Date: 1/24/2025

WCD-038 Supporting Text

Delete connection to paralleling switchgear.

1. Sheet E-004
    a. Delete furnish and installing of conductor PMS-S1:1, approximately 880'.
    b. Delete furnish and installing of conductor PMS-S2:1, approximately 880'.
2. Sheet E-006
    a. Delete Ductbank DB-1, approximately 75'.
    b. Delete Ductbank DB-25, approximately 75'.
    c. Delete FO:550-PLC-101/ELEC BLDG (1-24FO STRAND) from MBR Support Building to Electrical Distribution Building, approximately 1020'.
3. Sheet E-008
    a. Shows full routing of cables to be deleted. This drawing is not reissued with the WCD since there are no changes made on this sheet. See E-013 and E-014 for cables to be deleted in each ductbank.
4. Sheet E-013 and E-014
    a. Shows cables to be deleted.



PMS-S1 & S2 CONDUIT AND WIRE SCHEDULE

CIRCUIT ID	CONDUIT	WIRE	TERMINATIONS	
			FROM	TO
PMS-S1:1	~~2-4"~~	~~3#350MCM, #2G (15KV)~~	~~PARALELLING SWITCHGEAR~~	~~PAD MOUNT SWITCH, CIRCUIT PMS-S1:1~~
PMS-S1:1A	4"	3#4/0, #2G (15 KV)	12.47KV SERVICE DROP	PAD MOUNT SWITCH, CIRCUIT PMS-S1:1A
PMS-S1:2	4"	3#2, #4G (15 KV)	PAD MOUNT SWITCH, CIRCUIT PMS-S1:2	TRANSFORMER S-T1
PMS-S1:3	4"	3#2, #4G (15 KV)	PAD MOUNT SWITCH, CIRCUIT PMS-S1:3	TRANSFORMER S-T3
PMS-S1:4	4"	3#2, #4G (15 KV)	PAD MOUNT SWITCH, CIRCUIT PMS-S1:4	TRANSFORMER S-T5
PMS-S2:1	~~2-4"~~	~~3#350MCM, #2G (15KV)~~	~~PARALELLING SWITCHGEAR~~	~~PAD MOUNT SWITCH, CIRCUIT PMS-S2:1~~
PMS-S2:2	4"	3#2, #4G (15 KV)	PAD MOUNT SWITCH, CIRCUIT PMS-S2:2	TRANSFORMER S-T2
PMS-S2:3	4"	3#2, #4G (15 KV)	PAD MOUNT SWITCH, CIRCUIT PMS-S2:3	TRANSFORMER S-T4
PMS-S2:4	4"	3#2, #4G (15 KV)	PAD MOUNT SWITCH, CIRCUIT PMS-S2:4	TRANSFORMER S-T6

LEGEND

- ♦ CITY FURNISHED EQUIPMENT
- ● CMAR FURNISHED EQUIPMENT

ELECTRICAL ABOVE GROUND PACKAGE BP07-002 CONTRACTOR NOTES:

1. REFER TO SHEET E-001 FOR ADDITIONAL NOTES.

NOTES INDICATED BY [#]

1. INSTALLED BY UNDER GROUND PACKAGE BP07-01 CONTRACTOR.
2. INSTALLED BY ABOVE GROUND PACKAGE BP07-02 CONTRACTOR.

PLUMMER
1320 S UNIVERSITY DR, STE 300 | FORT WORTH, TX 76107
817.806.1700 | TBPE REGISTERED FIRM NUMBER F-13

REV	DATE	REVISION	BY
2	1.13.25	PER WCD-38	PNM
1	3.19.24	PER WCD-13	PNM
0	2.15.24	IFC - ELECTRICAL BP07	PNM

Sherman
CLASSIC TOWN, BROAD HORIZON

CITY OF SHERMAN
SOUTH WASTEWATER TREATMENT PLANT - MBR PLANT

ELECTRICAL
SOUTH PLANT ONE-LINE DIAGRAM

STATE OF TEXAS
PATRICK N. MOSELEY
72794
REGISTERED
PROFESSIONAL ENGINEER
1/15/25

IF THIS BAR DOES NOT MEASURE ONE INCH, DRAWING IS NOT TO LABELED SCALE

DESIGNED P. MOSELEY
DRAWN E. ANDERSON
CHECKED N. TOUSSAINT
REVIEWED P. MOSELEY

Seq.
Dwg. No. E-004
1422-005-02

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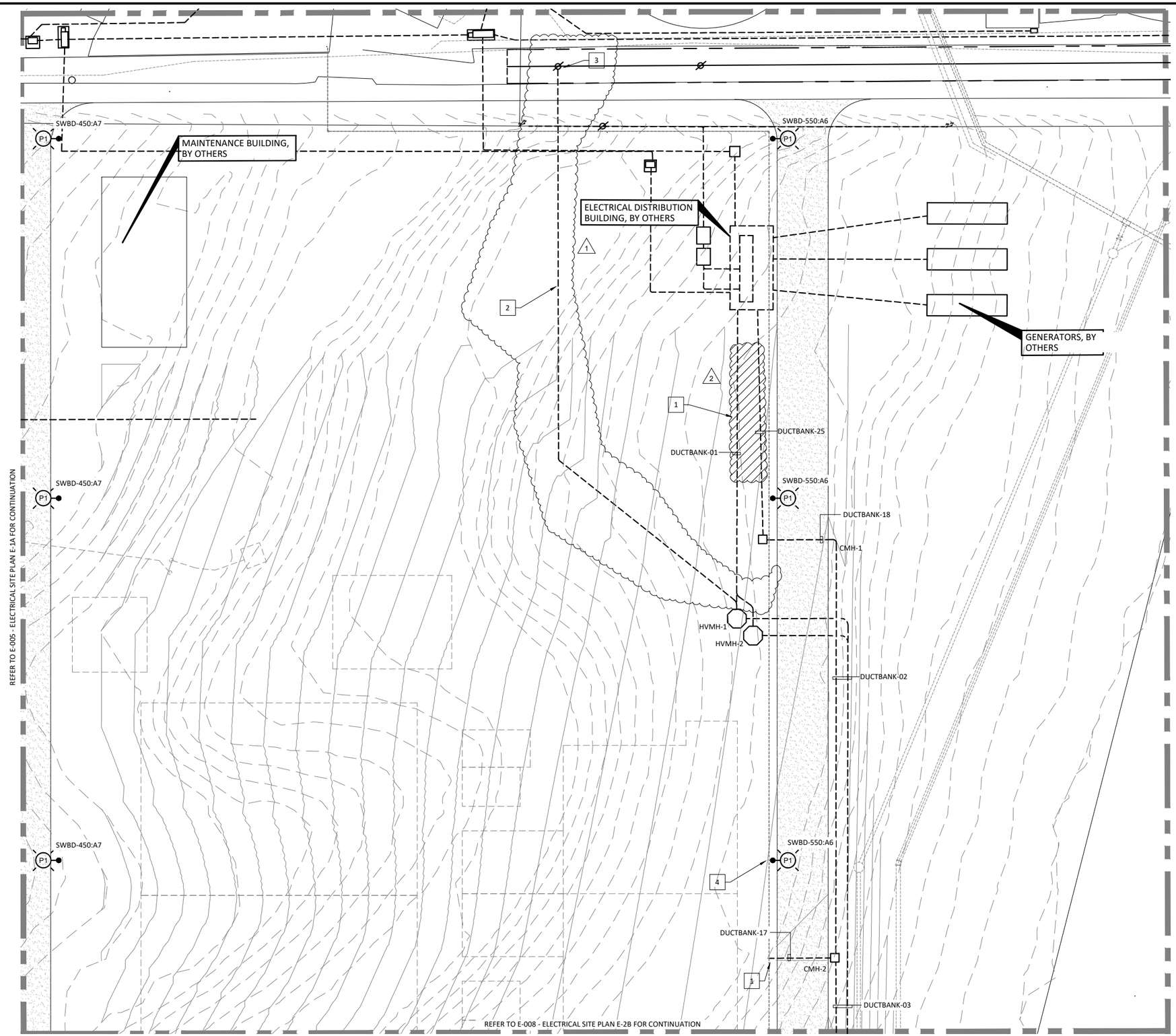

PLAN
SCALE: 1"=30'-0"

GRAPHIC SCALE : 1" = 30'

NOTES INDICATED BY [#]

1. TERMINATED CONDUITS AT HV-MANHOLE. HV-MANHOLE BY OTHERS.
2. 1-4" CONDUIT, CONCRETE ENCASED CONDUIT FOR CIRCUIT PMS-S1:1A.
3. 12.47KV SERVICE POLE DROP. COORDINATE WITH ONCOR FOR REQUIREMENT.
4. TYPE "P1" FIXTURES BY UNDERGROUND PACKAGE BP07-001 CONTRACTOR.

ELECTRICAL UNDERGROUND PACKAGE BP07-001 CONTRACTOR NOTES:

1. REFER TO SPECIFICATION SECTION 26 05 43 FOR ADMINISTRATIVE REQUIREMENTS FOR COORDINATION, LAYOUT AND INSTALLATION OF DUCTBANKS AND MANHOLES. SUBMITTAL REQUIREMENTS INCLUDE DUCTBANK PLAN-PROFILE AND DETAILED CONDUIT LAYOUT SHOWING NUMBER SIZE AND LOCATION OF CONDUITS ENTERING MANHOLES.
2. 12.47KV MANHOLES (HVMH) SHALL BE 8' OCTAGON AND 8' HEIGHT. MANHOLES SHALL BE H20 LOADING AND SHALL HAVE A H20 3'X3' ALUMINUM HATCH.
3. REFER TO SHEET E-9006 FOR REQUIREMENTS FOR POLE MOUNTED LIGHTS AND FOUNDATIONS.
4. MINIMUM SIZE OF ELECTRICAL MANHOLES (EMH) SHALL BE 5'X5'X5'. MINIMUM SIZE OF COMMUNICATION MANHOLES (CMH) SHALL BE 4'X'4'X4-. CONTRACTOR SHALL INCLUDE 18" MANHOLE EXTENSION FOR EACH MANHOLE IN THE BID PROPOSAL.
5. DRAWING INDICATES REVISED ROUGH FINAL GRADING.

ELECTRICAL ABOVE GROUND PACKAGE BP07-002 CONTRACTOR NOTES:

1. REFER TO SHEET E-001 FOR ADDITIONAL NOTES.

PLUMMER
1320 S UNIVERSITY DR. STE 300 | FORT WORTH, TX 76107
817.806.1700 | TBPE REGISTERED FIRM NUMBER F-13

REV	DATE	REVISION	BY
2	1.13.25	PER WCD-38	PNM
1	3.19.24	PER WCD-13	PNM
0	2.15.24	IFC - ELECTRICAL BP07	PNM

Sherman
CLASSIC TOWN, BROAD HORIZON

CITY OF SHERMAN
SOUTH WASTEWATER TREATMENT PLANT - MBR

ELECTRICAL
ELECTRICAL SITE PLAN E-1B

STATE OF TEXAS
PATRICK N. MOSELEY
72794
REGISTERED
PROFESSIONAL ENGINEER
1/15/25

IF THIS BAR DOES NOT MEASURE ONE INCH, DRAWING IS NOT TO LABELED SCALE

DESIGNED P. MOSELEY
DRAWN E. ANDERSON
CHECKED N. TOUSSAINT
REVIEWED P. MOSELEY

Seq.
Dwg. No. E-006
1422-005-02

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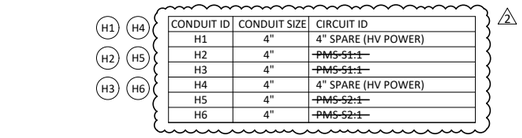
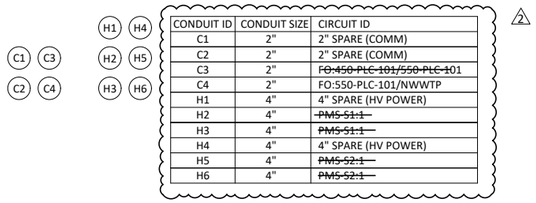


CONDUIT ID	CONDUIT SIZE	CIRCUIT ID
H1	4"	4" SPARE (HV POWER)
H2	4"	~~PMS-51:1~~
H3	4"	~~PMS-51:1~~
H4	4"	4" SPARE (HV POWER)
H5	4"	~~PMS-52:1~~
H6	4"	~~PMS-52:1~~

DUCTBANK DB-01

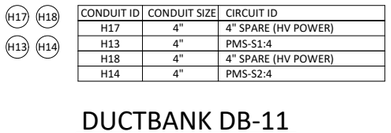
NTS



CONDUIT ID	CONDUIT SIZE	CIRCUIT ID
C1	2"	2" SPARE (COMM)
C2	2"	2" SPARE (COMM)
C3	2"	~~FO:450-PLC-101/550-PLC-101~~
C4	2"	FO:550-PLC-101/NWWTP
H1	4"	4" SPARE (HV POWER)
H2	4"	~~PMS-51:1~~
H3	4"	~~PMS-51:1~~
H4	4"	4" SPARE (HV POWER)
H5	4"	~~PMS-52:1~~
H6	4"	~~PMS-52:1~~

DUCTBANK DB-06

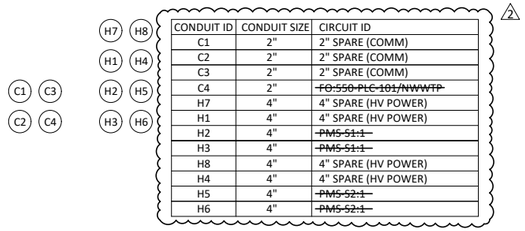
NTS



CONDUIT ID	CONDUIT SIZE	CIRCUIT ID
H17	4"	4" SPARE (HV POWER)
H13	4"	PMS-S1:4
H18	4"	4" SPARE (HV POWER)
H14	4"	PMS-S2:4

DUCTBANK DB-11

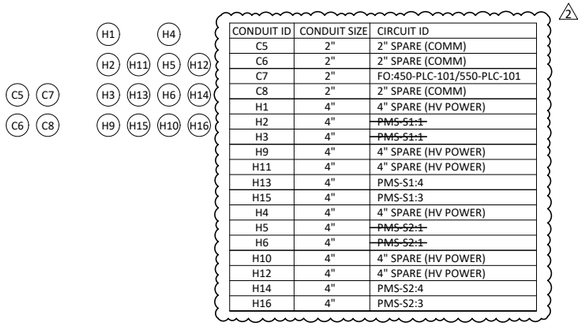
NTS



CONDUIT ID	CONDUIT SIZE	CIRCUIT ID
C1	2"	2" SPARE (COMM)
C2	2"	2" SPARE (COMM)
C3	2"	FO:200-PLC-101/550-PLC-101
C4	2"	~~FO:550-PLC-101/NWWTP~~
H7	4"	4" SPARE (HV POWER)
H1	4"	4" SPARE (HV POWER)
H2	4"	~~PMS-51:1~~
H3	4"	~~PMS-51:1~~
H8	4"	4" SPARE (HV POWER)
H4	4"	4" SPARE (HV POWER)
H5	4"	~~PMS-52:1~~
H6	4"	~~PMS-52:1~~

DUCTBANK DB-02

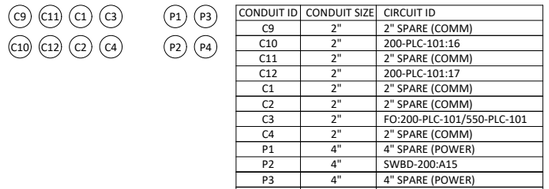
NTS



CONDUIT ID	CONDUIT SIZE	CIRCUIT ID
C5	2"	2" SPARE (COMM)
C6	2"	2" SPARE (COMM)
C7	2"	FO:450-PLC-101/550-PLC-101
C8	2"	2" SPARE (COMM)
H1	4"	4" SPARE (HV POWER)
H2	4"	~~PMS-51:1~~
H3	4"	~~PMS-51:1~~
H9	4"	4" SPARE (HV POWER)
H11	4"	4" SPARE (HV POWER)
H13	4"	PMS-S1:4
H15	4"	PMS-S1:3
H4	4"	4" SPARE (HV POWER)
H5	4"	~~PMS-52:1~~
H6	4"	~~PMS-52:1~~
H10	4"	4" SPARE (HV POWER)
H12	4"	4" SPARE (HV POWER)
H14	4"	PMS-S2:4
H16	4"	PMS-S2:3

DUCTBANK DB-07

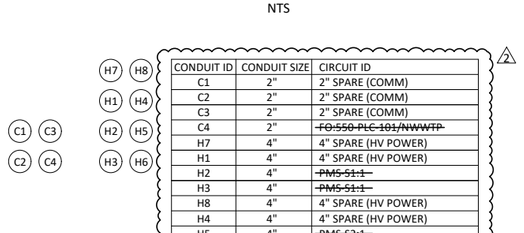
NTS



CONDUIT ID	CONDUIT SIZE	CIRCUIT ID
H17	4"	4" SPARE (HV POWER)
H13	4"	PMS-S1:4
H18	4"	4" SPARE (HV POWER)
H14	4"	PMS-S2:4

DUCTBANK DB-12

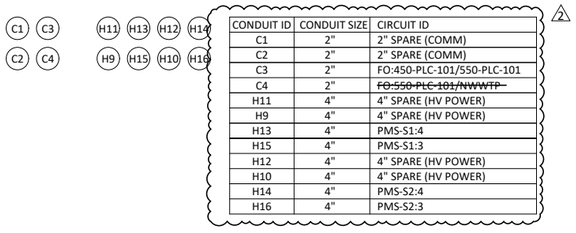
NTS



CONDUIT ID	CONDUIT SIZE	CIRCUIT ID
C1	2"	2" SPARE (COMM)
C2	2"	2" SPARE (COMM)
C3	2"	FO:200-PLC-101/550-PLC-101
C4	2"	2" SPARE (COMM)
H9	4"	4" SPARE (HV POWER)
H15	4"	PMS-S1:3
H10	4"	4" SPARE (HV POWER)
H16	4"	PMS-S2:3

DUCTBANK DB-03

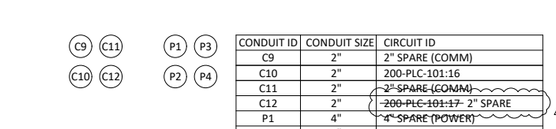
NTS



CONDUIT ID	CONDUIT SIZE	CIRCUIT ID
C1	2"	2" SPARE (COMM)
C2	2"	2" SPARE (COMM)
C3	2"	FO:450-PLC-101/550-PLC-101
C4	2"	~~FO:550-PLC-101/NWWTP~~
H11	4"	4" SPARE (HV POWER)
H9	4"	4" SPARE (HV POWER)
H13	4"	PMS-S1:4
H15	4"	PMS-S1:3
H12	4"	4" SPARE (HV POWER)
H10	4"	4" SPARE (HV POWER)
H14	4"	PMS-S2:4
H16	4"	PMS-S2:3

DUCTBANK DB-08

NTS



CONDUIT ID	CONDUIT SIZE	CIRCUIT ID
C9	2"	2" SPARE (COMM)
C10	2"	200-PLC-101:16
C11	2"	2" SPARE (COMM)
C12	2"	200-PLC-101:17
P1	4"	4" SPARE (POWER)
P2	4"	SWBD-200:A15
P3	4"	4" SPARE (POWER)
P4	4"	SWBD-200:A15

DUCTBANK DB-13

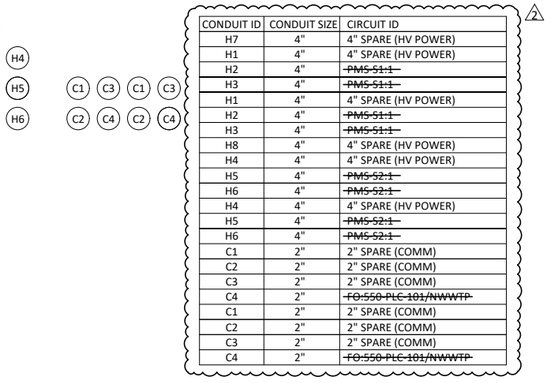
NTS

CONDUIT ID	CONDUIT SIZE	CIRCUIT ID
C9	2"	2" SPARE (COMM)
C10	2"	200-PLC-101:16
C11	2"	~~2" SPARE (COMM)~~
C12	2"	~~200-PLC-101:17~~ 2" SPARE
P1	4"	~~4" SPARE (POWER)~~
P2	4"	SWBD-200:A15
P3	4"	4" SPARE (POWER)
P4	4"	SWBD-200:A15

1

DUCTBANK DB-14

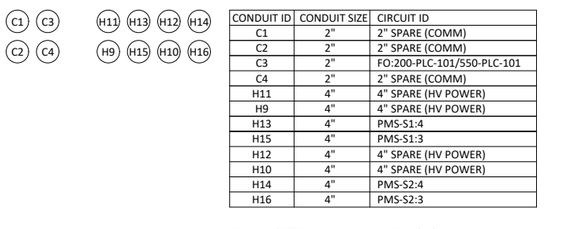
NTS



CONDUIT ID	CONDUIT SIZE	CIRCUIT ID
H7	4"	4" SPARE (HV POWER)
H1	4"	4" SPARE (HV POWER)
H2	4"	~~PMS-51:1~~
H3	4"	~~PMS-51:1~~
H1	4"	4" SPARE (HV POWER)
H2	4"	~~PMS-51:1~~
H3	4"	~~PMS-51:1~~
H8	4"	4" SPARE (HV POWER)
H4	4"	4" SPARE (HV POWER)
H5	4"	~~PMS-52:1~~
H6	4"	~~PMS-52:1~~
H4	4"	4" SPARE (HV POWER)
H5	4"	~~PMS-52:1~~
H6	4"	~~PMS-52:1~~
C1	2"	2" SPARE (COMM)
C2	2"	2" SPARE (COMM)
C3	2"	2" SPARE (COMM)
C4	2"	~~FO:550-PLC-101/NWWTP~~
C1	2"	2" SPARE (COMM)
C2	2"	2" SPARE (COMM)
C3	2"	2" SPARE (COMM)
C4	2"	~~FO:550-PLC-101/NWWTP~~

DUCTBANK DB-04

NTS



CONDUIT ID	CONDUIT SIZE	CIRCUIT ID
C1	2"	2" SPARE (COMM)
C2	2"	2" SPARE (COMM)
C3	2"	FO:200-PLC-101/550-PLC-101
C4	2"	2" SPARE (COMM)
H11	4"	4" SPARE (HV POWER)
H9	4"	4" SPARE (HV POWER)
H13	4"	PMS-S1:4
H15	4"	PMS-S1:3
H12	4"	4" SPARE (HV POWER)
H10	4"	4" SPARE (HV POWER)
H14	4"	PMS-S2:4
H16	4"	PMS-S2:3

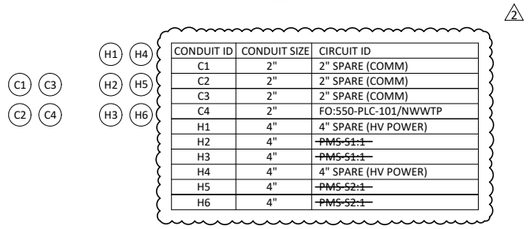
DUCTBANK DB-09

NTS

CONDUIT ID	CONDUIT SIZE	CIRCUIT ID
C13	2"	2" SPARE (COMM)
C10	2"	200-PLC-101:16
P5	2"	PP-800:14,16,18
P2	4"	SWBD-200:A15
P6	2"	2" SPARE (POWER)
P4	4"	SWBD-200:A15

DUCTBANK DB-15

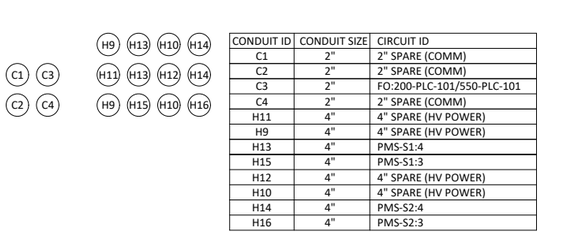
NTS



CONDUIT ID	CONDUIT SIZE	CIRCUIT ID
C1	2"	2" SPARE (COMM)
C2	2"	2" SPARE (COMM)
C3	2"	2" SPARE (COMM)
C4	2"	FO:550-PLC-101/NWWTP
H1	4"	4" SPARE (HV POWER)
H2	4"	~~PMS-51:1~~
H3	4"	~~PMS-51:1~~
H4	4"	4" SPARE (HV POWER)
H5	4"	~~PMS-52:1~~
H6	4"	~~PMS-52:1~~

DUCTBANK DB-05

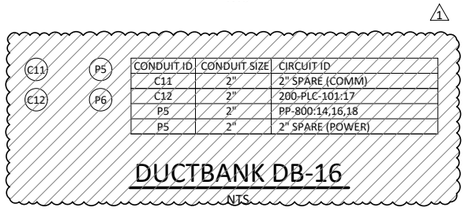
NTS



CONDUIT ID	CONDUIT SIZE	CIRCUIT ID
C1	2"	2" SPARE (COMM)
C2	2"	2" SPARE (COMM)
C3	2"	FO:200-PLC-101/550-PLC-101
C4	2"	2" SPARE (COMM)
H11	4"	4" SPARE (HV POWER)
H9	4"	4" SPARE (HV POWER)
H13	4"	PMS-S1:4
H15	4"	PMS-S1:3
H12	4"	4" SPARE (HV POWER)
H10	4"	4" SPARE (HV POWER)
H14	4"	PMS-S2:4
H16	4"	PMS-S2:3

DUCTBANK DB-10

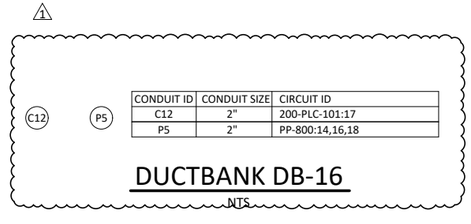
NTS



CONDUIT ID	CONDUIT SIZE	CIRCUIT ID
C11	2"	2" SPARE (COMM)
C12	2"	200-PLC-101:17
P5	2"	PP-800:14,16,18
P5	2"	2" SPARE (POWER)

DUCTBANK DB-16

NTS



CONDUIT ID	CONDUIT SIZE	CIRCUIT ID
C12	2"	200-PLC-101:17
P5	2"	PP-800:14,16,18

DUCTBANK DB-16

NTS

PLUMMER

1320 S UNIVERSITY DR. STE 300 | FORT WORTH, TX 76107
817.806.1700 | TBPE REGISTERED FIRM NUMBER F-13

REV	DATE	REVISION	BY
2	1.13.25	PER WCD-38	PNM
1	06/21/2024	WCD-21	ELA
0	2.15.24	IFC - ELECTRICAL	PNM

Sherman
CLASSIC TOWN. BROAD HORIZON.

CITY OF SHERMAN
SOUTH WASTEWATER TREATMENT PLANT - MBR

ELECTRICAL
DUCTBANK SECTIONS I

STATE OF TEXAS
PATRICK N. MOSELEY
72794
REGISTERED
PROFESSIONAL ENGINEER
1/15/25

IF THIS BAR DOES NOT MEASURE ONE INCH, DRAWING IS NOT TO LABELED SCALE

DESIGNED P. MOSELEY
DRAWN E. ANDERSON
CHECKED N. TOUSSAINT
REVIEWED P. MOSELEY

Seq.

Dwg. No. E-013

1422-005-02

PRINTED: 1/15/2025 8:03 PM C:\Users\pmoseley\DC\ACCDocs\Plummer Associates\EIC Group\Project Files\1422 - SHERMAN\1422-005-02_MBR_PLANT\ACAD\SHEETS\ELECTYLE-013.dwg SAVED: 1/14/2025 3:42 PM SAVED BY: Pmoseley USER: Moseley, Patrick

C23 C25
C24 C26

CONDUIT ID	CONDUIT SIZE	CIRCUIT ID
C23	2"	2" SPARE (COMM)
C24	2"	2" SPARE (COMM)
C25	2"	2" SPARE (COMM)
C26	2"	2" SPARE (COMM)

DUCTBANK DB-17
NTS

C27 C29
C28 C30

2

CONDUIT ID	CONDUIT SIZE	CIRCUIT ID
C27	2"	2" SPARE (COMM)
C28	2"	~~FO:/550-PLC-101/NWWTP~~
C29	2"	2" SPARE (COMM)
C30	2"	2" SPARE (COMM)

DUCTBANK DB-18
NTS

H17 H19
H18 H20

CONDUIT ID	CONDUIT SIZE	CIRCUIT ID
H17	4"	4" SPARE (HV POWER)
H18	4"	PMS-S1:2
H19	4"	4" SPARE (HV POWER)
H20	4"	PMS-S2:2

DUCTBANK DB-19
NTS

C5 C7
C6 C8 P80

CONDUIT ID	CONDUIT SIZE	CIRCUIT ID
C5	2"	2" SPARE (COMM)
C6	2"	FO:450-PLC-101/550-PLC-101
C7	2"	2" SPARE (COMM)
C8	2"	2" SPARE (COMM)
P80	1"	LP-450:18

DUCTBANK DB-20
NTS

P7 P10 P13 P16
C13 C15 C17 P8 P11 P14 P17
C14 C16 C18 P9 P12 P15 P18

CONDUIT ID	CONDUIT SIZE	CIRCUIT ID
C13	2"	450-PLC-101:09
C14	2"	2" SPARE (COMM)
C15	2"	2" SPARE (COMM)
C16	2"	2" SPARE (COMM)
C17	2"	FO:300-PLC-101:450-PLC-101
C18	2"	2" SPARE (COMM)
P7	2"	2" SPARE (POWER)
P8	2"	SWBD-450:E7
P9	4"	SWBD-450:A12
P10	2"	2" SPARE (POWER)
P11	2"	2" SPARE (POWER)
P12	4"	4" SPARE (POWER)
P13	2"	2" SPARE (POWER)
P14	2"	2" SPARE (POWER)
P15	4"	SWBD-450:E12
P16	2"	2" SPARE (POWER)
P17	2"	2" SPARE (POWER)
P18	4"	4" SPARE (POWER)

DUCTBANK DB-21
NTS

C13 P7
C14 P8

CONDUIT ID	CONDUIT SIZE	CIRCUIT ID
C13	2"	450-PLC-101:09
C14	2"	2" SPARE (COMM)
P7	2"	2" SPARE (POWER)
P8	2"	SWBD-450:E7

DUCTBANK DB-22
NTS

P10 P13 P16
C15 C17 P11 P14 P17
C16 C18 P9 P12 P15 P18

CONDUIT ID	CONDUIT SIZE	CIRCUIT ID
C15	2"	2" SPARE (COMM)
C16	2"	2" SPARE (COMM)
C17	2"	FO:300-PLC-101:450-PLC-101
C18	2"	2" SPARE (COMM)
P9	4"	SWBD-450:A12
P10	2"	2" SPARE (POWER)
P11	2"	2" SPARE (POWER)
P12	4"	4" SPARE (POWER)
P13	2"	2" SPARE (POWER)
P14	2"	2" SPARE (POWER)
P15	4"	SWBD-450:E12
P16	2"	2" SPARE (POWER)
P17	2"	2" SPARE (POWER)
P18	4"	4" SPARE (POWER)

DUCTBANK DB-23
NTS

C19 C21
C20 C22

2

CONDUIT ID	CONDUIT SIZE	CIRCUIT ID
C19	2"	2" CONDUIT WITH FO:450-PLC-101/550-PLC-101 FO:200-PLC-101/550-PLC-101
C20	2"	~~FO:/550-PLC-101/NWWTP~~
C21	2"	2" SPARE (COMM)
C22	2"	2" SPARE (COMM)

DUCTBANK DB-24
NTS

C1 C3
C2 C4

CONDUIT ID	CONDUIT SIZE	CIRCUIT ID
C1	2"	2" SPARE (COMM)
C2	2"	2" SPARE (COMM)
C3	2"	2" SPARE (COMM)
C4	2"	2" SPARE (COMM)

DUCTBANK DB-25
NTS

C68 P60
C69 P61

CONDUIT ID	CONDUIT SIZE	CIRCUIT ID
C68	2"	300-PLC-101:01
C69	2"	2" SPARE (COMM)
P60	2"	2" SPARE (POWER)
P61	2"	SWBD-300:E11

DUCTBANK DB-26
NTS

P32 P36 P28 P29 P30
P33 P37 P25 P24 P31 P95
P34 P38 P26 P21 P23 P40
P35 P39 P27 P20 P22 P41

C38 C35 C80
C39 C37 C36 C42
C40 C33 C32 C43
C41 C34 C31 C44

CONDUIT ID	CONDUIT SIZE	CIRCUIT ID
P32	1"	1" SPARE (POWER)
P33	1"	1" SPARE (POWER)
P34	1"	1" SPARE (POWER)
P35	1 1/2"	1 1/2" SPARE (POWER)
P36	1"	1" SPARE (POWER)
P37	1"	1" SPARE (POWER)
P38	1"	1" SPARE (POWER)
P39	1 1/2"	1 1/2" SPARE (POWER)
P28	1"	SWBD-200:A3
P25	1 1/2"	CONDUIT WITH LP-200:05 LP-200:07 ~~LP-200:09~~
P26	1"	~~LP-200:14~~ LP-200:36,38
P27	1"	~~SWBD-200:E8~~
P29	1"	1" SPARE (POWER)
P24	1"	LP-200:13
P21	1"	SWBD-200:E10
P20	1"	LP-200:15
P30	1"	SWBD-200:A5
P31	1"	SWBD-200:E12
P23	1"	SWBD-200:E9
P22	1"	SWBD-200:E7
P40	1"	SWBD-200:E4
P95	1"	CONDUIT WITH LP-200:10 LP-200:08
P41	1'	SWBD-200:E6
C38	1"	1" SPARE (COMM)
C39	1"	1" SPARE (COMM)
C40	1"	1" SPARE (COMM)
C41	1 1/2"	1 1/2" SPARE (COMM)
C37	1"	200-PLC-101:08
C35	1"	SWBD-200:A3
C36	1"	200-PLC-101:07
C33	1"	200-PLC-101:19
C34	2"	200-PLC-101:20
C32	1"	200-PLC-101:12
C31	1"	200-PLC-101:13
C80	1"	300-PLC-101:11
C42	1 1/2"	200-PLC-101:27
C43	1"	300-PLC-101:23
C44	1"	300-PLC-101:25

DUCTBANK DB-27
NTS

P32 P36 C38
P33 P37 C39
P34 P38 C40
P35 P39 C41

CONDUIT ID	CONDUIT SIZE	CIRCUIT ID
P32	1"	1" SPARE (POWER)
P33	1"	1" SPARE (POWER)
P34	1"	1" SPARE (POWER)
P35	1 1/2"	1 1/2" SPARE (POWER)
P36	1"	1" SPARE (POWER)
P37	1"	1" SPARE (POWER)
P38	1"	1" SPARE (POWER)
P39	1 1/2"	1 1/2" SPARE (POWER)
C38	1"	1" SPARE (COMM)
C39	1"	1" SPARE (COMM)
C40	1"	1" SPARE (COMM)
C41	1 1/2"	1 1/2" SPARE (COMM)

DUCTBANK DB-28
NTS

P28 P29 P30
P25 P24 P31
P26 P21 P23
P27 P20 P22 P95

C80 C35
C37 C36
C33 C32
C34 C31

CONDUIT ID	CONDUIT SIZE	CIRCUIT ID
P28	1"	SWBD-200:A3
P25	1 1/2"	CONDUIT WITH LP-200:05 LP-200:07 ~~LP-200:09~~
P26	1"	~~LP-200:14~~ LP-200:36,38
P27	1"	~~SWBD-200:E8~~
P29	1"	1" SPARE (POWER)
P24	1"	LP-200:13
P21	1"	SWBD-200:E10
P20	1"	LP-200:15
P30	1"	SWBD-200:A5
P31	1"	SWBD-200:E12
P23	1"	SWBD-200:E9
P22	1"	SWBD-200:E7
P95	1"	CONDUIT WITH LP-200:10 LP-200:08
C80	1"	300-PLC-101:11
C37	1"	200-PLC-101:08
C33	1"	200-PLC-101:19
C34	2"	200-PLC-101:20
C35	1"	200-PLC-101:21
C36	1"	200-PLC-101:07
C32	1"	200-PLC-101:12
C31	1"	200-PLC-101:13

DUCTBANK DB-29
NTS

PLUMMER
1320 S UNIVERSITY DR. STE 300 | FORT WORTH, TX 76107
817.806.1700 | TBPE REGISTERED FIRM NUMBER F-13

REV	DATE	REVISION	BY
2	1.13.25	PER WCD-38	PNM
1	9.02.2024	WCD-32	PNM
0	2.15.24	IFC - ELECTRICAL.BP07	PNM

Sherman
CLASSIC TOWN. BROAD HORIZON.

CITY OF SHERMAN
SOUTH WASTEWATER TREATMENT PLANT - MBR

ELECTRICAL
DUCTBANK SECTIONS II

STATE OF TEXAS
PATRICK N. MOSELEY
72794
REGISTERED
PROFESSIONAL ENGINEER
1/15/25

IF THIS BAR DOES NOT MEASURE ONE INCH, DRAWING IS NOT TO LABELED SCALE

DESIGNED P. MOSELEY
DRAWN E. ANDERSON
CHECKED N. TOUSSAINT
REVIEWED P. MOSELEY

Seq.

Dwg. No. E-014

1422-005-02

PRINTED: 1/15/2025 8:03 PM C:\Users\pmoseley\DC\ACCDocs\Plummer Associates\JEC Group\Project Files\1422 - SHERMAN\1422-005-02_MBR_PLANT\ACAD\SHEETS\ELECT\E-014.dwg SAVED: 1/14/2025 3:54 PM -SAVED BY: Pmoseley USER: Moseley, Patrick

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03/20/2025 11:29:15 AM

Cost Breakdown Structure (CBS) Register

KIEWIT CORPORATION

20053365-136123-01P - Sherman PCO Backup--Sherman WWTP Construction

CBS Position Code	Description	Quantity	Unit of Measure (UoM)	Manhours (MH)	Man Count	Equipment Count	Production UoM/Mh)	Production UOM/Crew Hr	Unit Cost	Total Cost	Labor Cost	Construction Equipment Cost	Materialsl Cost	Supplies Cost	Subcontract Cost
4.1.6	PCO #0071 - Descope Paralleling Switchgear	1.00	Each	0.00	0.00	0.00	0.00	0.00	($12,248.09)	($12,248.09)	$0.00	$0.00	($12,248.09)	$0.00	$0.00
4.1.6.1	A - Direct Cost (Labor)	1.00	Each	0.00	0.00	0.00	0.00	0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
4.1.6.2	B - Direct Cost (Supervision)	1.00	Each	0.00	0.00	0.00	0.00	0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
4.1.6.3	C - Direct Cost (PM, Supplies, Equipment, Subs)	1.00	Each	0.00	0.00	0.00	0.00	0.00	($10,156.27)	($10,156.27)	$0.00	$0.00	($10,156.27)	$0.00	$0.00
4.1.6.3.1	Alterman	1.00	Each	0.00	0.00	0.00	0.00	0.00	($10,156.27)	($10,156.27)	$0.00	$0.00	($10,156.27)	$0.00	$0.00
4.1.6.4	D- Indirect Cost	1.00	Each	0.00	0.00	0.00	0.00	0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
4.1.6.5	E - Est. B&I/COMM (1.50%)	1.00	Each	0.00	0.00	0.00	0.00	0.00	($152.34)	($152.34)	$0.00	$0.00	($152.34)	$0.00	$0.00
4.1.6.6	F - G&A (9.622%)	1.00	Each	0.00	0.00	0.00	0.00	0.00	($991.89)	($991.89)	$0.00	$0.00	($991.89)	$0.00	$0.00
4.1.6.7	G - Fee (8.50%))	1.00	Each	0.00	0.00	0.00	0.00	0.00	($947.59)	($947.59)	$0.00	$0.00	($947.59)	$0.00	$0.00

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PCO-0071			
A	DIRECTS - Labor		
		LABOR	$ -
B	DIRECTS - Supervision		
		Supervision	$ -
C	DIRECTS - Equip, PM, Supply, Subs		
		Total	$ (10,156.27)
D	Indirect Cost		
		Itemized	$ -
E	Est. Bonds/Insurance		
	(on A, B, C, D)	1.50%	$ (152.34)
F	G&A		
	(on B, C, D, E)	9.622%	$ (991.89)
G	Fee		
	(on C, F)	8.50%	$ (947.59)
		TOTAL	$ (12,248.09)

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All Resource Register

KIEWIT CORPORATION

20053365-136123-01P - Sherman PCO Backup--Sherman WWTP Construction

Resource Type	Resource Code	Description	Unit Cost (Scale 1)	Unit Cost (Scale 2)	Unit Cost (Scale 3)	Utilization Count	Unit of Measure	Backup Documentation
Unique Rate	WCD038 REMOVAL OF FIBER FROM N	WCD038 REMOVAL OF FIBER FROM N	($3,101.55)	$0.00	$0.00	1.00	Each	COR-027 WCD-038 Rev. 1
Unique Rate	ALTERMAN SWITCHGEAR	ALTERMAN SWITCHGEAR	($7,054.72)	$0.00	$0.00	1.00	Each	Alterman PCO-024

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Cost Proposal No.
PCO-024
350MCM Credit

TO: Kiewit

ATTN: Brett Brice

JOB NAME: Sherman WWTP Date: **February 6, 2025**

REFERENCE: Credit for 350MCM Pull

Alterman Job # **635101**

We have reviewed the requirements of:
as it pertains to the work of our Contract.

In Compliance with the terms of our Contract Agreement, we agree to perform the changed work for:

_____ Additional Amount of _____

X Deductive Amount of $ 7,054.72

_____ No Change in Contract Amount

This pricing is based on the following conditions:

X Quotation is valid for **15** days. Lack of direction concerning this work by that date will require re-evaluation of the work change.

0.00 Calendar days extension of Contract time is required once approved submittals are approved

X Exclusions or conditions that vary from our Contract Agreement are as follows:

X Complete pricing breakdown for our work is attached for your review.

Joe Henry
ALTERMAN REPRESENTATIVE

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03/20/2025 11:29:15 AM

PROJECT: Sherman WWTP 0
JOB NUMBER: 635101

SUMMARIZED BILL OF MATERIALS

ALTERMAN INDUSTRIAL BID

PCO-024 350MCM Credit

DESCRIPTION	Q/M	QNTY	U/M	MAT UNIT	MAT RESULT	LAB UNIT	LAB RESULT
Testing labor credit	Q		EA		0.00	20.0000	0.00
Cable Pull Credit	Q		EA		0.00	100.0000	0.00
	Q		EA		0.00		0.00
	Q		EA		0.00		0.00
	Q		EA		0.00		0.00
	Q		EA		0.00		0.00
	Q		EA		0.00		0.00
	M		FT		0.00		0.00
	Q		EA		0.00		0.00
	Q		EA		0.00		0.00
	Q		EA		0.00		0.00
	Q		EA		0.00		0.00
	Q		EA		0.00		0.00
	Q		EA		0.00		0.00
	Q		EA		0.00		0.00
	M		FT		0.00		0.00
	Q		EA		0.00		0.00
	Q		EA		0.00		0.00
	Q		EA		0.00		0.00
	Q		EA		0.00		0.00
	M		FT		0.00		0.00
	M		FT		0.00		0.00
	M		FT		0.00		0.00
	Q		E		0.00		0.00
	Q		E		0.00		0.00
	M		FT		0.00		0.00
	M		FT		0.00		0.00
	Q		E		0.00		0.00
	Q		E		0.00		0.00
	M		FT		0.00		0.00
	Q		E		0.00		0.00
	Q		EA		0.00		0.00
	Q		E		0.00		0.00
Phase/ Group totals:					$0.00		0.00

ConEst Software Systems

	TOTALS	MATERIALS	LABOR
PCO-024		$0.00	0.00 MHR's

BRIEF SUMMARY OF WORK

Sean.Benson@GoAlterman.com | Office: 210-496-6888 | Fax: 210-496-7349

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CHANGE ORDER WORKSHEET
Alterman, Inc.

PCO-024

350MCM Credit

DATE : 2/6/2025
JOB #: 635101
PREPARED BY: Joe Henry

DESCRIPTION OF WORK PERFORMED:

Labor

Position	Unit	Quantity	Labor Cost Unit	Labor Cost Total	Position Total
Project Manager	HR	0.0	$85.00	$0.00	$0.00
Project Engineer	HR	0.0	$55.00	$0.00	$0.00
Journeymen Electrician	HR	120.0	$30.05	$3,606.00	$3,606.00
Field Superintedant	HR	0.0	$41.25	$0.00	$0.00
Per Diem / Fringe adder	HR	0.0		$0.00	$0.00
Total Amount of Hours Labor Only		120.0	**Total Labor Cost**		$3,606.00

Equipment

Item	Unit	Quantity	Equipment Unit	Equipment Total	Item Total
Pickup Truck	HR	0.0	$12.00	$0.00	$0.00
		0.0	$0.00	$0.00	$0.00
Office Trailer	MN	0.0	$500.00	$0.00	$0.00
Sanitary	MN	0.0	$250.00	$0.00	$0.00
Small Rocksaw	HR	0.0	$117.00	$0.00	$0.00
Volvo L110 Front End Loader	HR	0.0	$134.40	$0.00	$0.00
Mini-Excavator	DAY	0.0	$400.00	$0.00	$0.00
Loader-Skid	HR	0.0	$23.10	$0.00	$0.00
Trench Compactor	HR	0.0	$18.06	$0.00	$0.00
Cat 315 CL Excavator	HR	0.0	$179.00	$0.00	$0.00
Link Belt 110 Ton Crane	HR	0.0	$324.00	$0.00	$0.00
Sky Trak Ext Forklift	HR	0.0	$62.45	$0.00	$0.00
Cable pulling equipment	Day	2.0	$403.20	$806.40	$806.40
Compressor 185 cfm	HR	0.0	$52.00	$0.00	$0.00
Wacker/Small Compressor/Plug/Generator/Air Mover	HR	0.0	$26.00	$0.00	$0.00
		0.0	**Total Equipment Cost**		$806.40

Materials

Item	Unit	Quantity	Material Unit	Material Total	Item Total
See attached BOM	EA	1	$0.00	$0.00	$0.00
			Total Material Cost		$0.00

Subcontractors

Company	Description of Work to be Performed (Supporting Information Attached)		Item Total
			$0.00
		Total Subcontractor Cost	$0.00
		TOTAL	$4,412.40

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ALTERMAN COST PROPOSAL PRICING SHEET

DESCRIPTION OF COST PROPOSAL
350MCM Credit
PCO-024

Prepared by: Joe Henry
Date: 2/6/2025

A Item No.	B Description	C Units	D UM	E Labor Unit Cost	F Labor Total Cost (C x E)	G Material Unit Cost	H Material Total Cost (C x G)	I Equipment Unit Cost	J Equipment Total Cost (C x I)	K Subcontract Unit Cost	L Subcontract Total Cost (C x K)	M Supplemental Work Sheet	N Supplemental Total Cost (C x M)	O Subtotal
1.00	LABOR	1	LS	$ 3,606.00	$ 3,606.00							$ -	$ -	$ 3,606.00
1.10	DJE PROJECT EXPENDABLES 3.5% of Labor	1	LS	*Expendable Tools, Consumables, PPE/ Safety Supplies, Masks, Gloves, Hard Hats, Vests*	$ 126.21							$ -	$ -	$ -
2.00	MATERIALS	1	LS			$ -	$ -					$ -	$ -	$ -
2.10	MATERIAL WASTE 3.5% Material	1	LS				$ -					$ -	$ -	$ -
3.00	EQUIPMENT	1	LS					$ 806.40	$ 806.40			$ -	$ -	$ 806.40
4.00	SUBCONTRACTORS	1	LS							$ -	$ -	$ -	$ -	$ -
6.00	BURDEN 43.7% of Labor	1	LS	$ 1,575.82	$ 1,575.82							$ -	$ -	$ 1,575.82
	COLUMN SUBTOTALS				$ 5,308.03		$ -		$ 806.40		$ -		$ -	$ 5,988.22
	Fee for work by Subcontracto	5.0%									$ -			$ -
	Profit	5.0%												$ 299.41
	Overhead	10.0%												$ 628.76

SUBTOTAL CHANGE ORDER AMOUNT	$ 6,916.40
Bond and Insurance 2.0%	$ 138.33
GRAND TOTAL CHANGE ORDER AMOUNT	**$ 7,054.72**

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employee owned Alterman WIRED FOR EXCELLENCE SINCE 1923

Cost Proposal No.
27

TO: Kiewit

ATTN:

JOB NAME: Sherman MBR WWTP Date: February 18, 2025

REFERENCE: WCD-038 Removal of Fiber from North Plant Future

Alterman Job # 635101

We have reviewed the requirements of:
as it pertains to the work of our Contract.

In Compliance with the terms of our Contract Agreement, we agree to perform the changed work for:

_____ Additional Amount of

X Deductive Amount of $ (3,101.55)

_____ No Change in Contract Amount

This pricing is based on the following conditions:

X Quotation is valid for 30 days. Lack of direction concerning this work by that date will require re-evaluation of the work change.

_____ Calendar days extension of Contract time is required.

_____ Exclusions or conditions that vary from our Contract Agreement are as follows:

We have reviewed the requirements of WCD-038 removing the fiber from the north Plant Electrical Building to PLC-550. Total of 1,100'.

Bradley Ray
ALTERMAN REPRESENTATIVE

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03/20/2025 11:29:15 AM

Alterman **Cost Proposal No. 27**

COST PROPOSAL PRICING SHEET

Description Cost Proposal: 27

Prepared by: Bradley Ray

Date: 2/18/2025

A Item No.	B Description	C Units	D UM	E Labor Unit Cost Column S	F Labor Total Cost (C x E)	G Material Unit Cost	H Material Total Cost (C x G)	I Equipment Unit Cost	J Equipment Total Cost (C x I)	K Subcontract Unit Cost	L Subcontract Total Cost (C x K)	M Supplemental Work Sheet	N Supplemental Total Cost (C x M)	O Subtotal
	LABOR				$ -	$ -	$ -	$ -	$ -		$ -		$ -	$ -
1	Labor	-14.3	LS	$ 42.38	$ (606.01)	$ -	$ -		$ -		$ -		$ -	$ (606.01)
		1	LS		$ -	$ -	$ -		$ -		$ -		$ -	$ -
	Materials				$ -	$ -	$ -		$ -		$ -		$ -	$ -
1	Materials	1	LS		$ -	$ -	$ -	$ -	$ -		$ -		$ -	$ -
		1	LS		$ -	$ -	$ -		$ -		$ -		$ -	$ -
	EQUIPMENT				$ -	$ -	$ -		$ -		$ -		$ -	$ -
1	Equipment	1	LS		$ -	$ -	$ -	$ -	$ -		$ -		$ -	$ -
		1	LS		$ -		$ -		$ -		$ -		$ -	$ -
	SUBCONTRACTORS				$ -		$ -		$ -		$ -	$ -	$ -	$ -
1	Subcontractors	1	LS		$ -		$ -		$ -	$ (1,980.00)	$ (1,980.00)		$ -	$ (1,980.00)
		1	LS		$ -		$ -		$ -		$ -	$ -	$ -	$ -
	BURDEN				$ -		$ -		$ -		$ -	$ -	$ -	$ -
	43.7% of Labor	1	LS		$ -		$ -		$ -		$ -	$ (264.83)	$ (264.83)	$ (264.83)
		1	LS		$ -		$ -		$ -		$ -		$ -	$ -
	Per diem				$ -		$ -		$ -		$ -		$ -	$ -
					$ -		$ -		$ -		$ -		$ -	$ -
					$ -		$ -		$ -		$ -		$ -	$ -
				$ -	$ -		$ -		$ -		$ -		$ -	$ -
COLUMN SUBTOTALS					$ (606.01)		$ -		$ -		$ (1,980.00)		$ (264.83)	$ (2,850.83)
11.6.2.2 Fee for work by Subcontractor		5.0%									$ (99.00)			$ (99.00)
11.6.2.1 Fee for Labor and Materials		15.0%			$ (90.90)		$ -		$ -					$ (90.90)
11.6.2.0 Fee for Equipment		15.0%												$ -

SUBTOTAL CHANGE ORDER AMOUNT	**$ (3,040.73)**
Bond and Insurance 2.0%	**$ (60.81)**
GRAND TOTAL CHANGE ORDER AMOUNT	**$ (3,101.55)**

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03/20/2025 11:29:15 AM

CHANGE ORDER WORKSHEET
Alterman, Inc.

0

DATE : 2/18/2025
635101
PREPARED BY:

DESCRIPTION OF WORK PERFORMED:

COST ANALYSIS:

Labor

Position	Unit	Quantity	Labor Cost Unit	Labor Cost Total	Position Total
General Forman	HR	-3.0	$53.34	-$160.02	-$160.02
Project Manager	HR	0.0	$120.00	$0.00	$0.00
Foreman	HR	-3.0	$43.64	-$130.92	-$130.92
Safety	HR	0.0	$43.64	$0.00	$0.00
Journeyman	HR	-8.3	$37.96	-$315.07	-$315.07
Apprentice	HR	0.0	$26.56	$0.00	$0.00
Laborer	HR	0.0	$35.00	$0.00	$0.00
Total Amount of Hours Labor Only		-14.3	**Total Labor Cost**		-$606.01

Equipment

Item	Unit	Quantity	Equipment Unit	Equipment Total	Item Total
Storage Container	Day	0.0	$10.00	$0.00	$0.00
Office Trailer	Day	0.0	$148.33	$0.00	$0.00
Gens	Day	0.0	$65.00	$0.00	$0.00
Skid	Day	0.0	$400.00	$0.00	$0.00
Trench Compactor	Day	0.0	$326.00	$0.00	$0.00
Excavator	Day	0.0	$1,022.00	$0.00	$0.00
Roller Compactor	Day	0.0	$540.00	$0.00	$0.00
Sky Trak Ext Forklift	Day	0.0	$950.00	$0.00	$0.00
Jumping Jack	Day	0.0	$96.00	$0.00	$0.00
		0.0	**Total Equipment Cost**		$0.00

Materials

Item	Unit	Quantity	Material Unit	Material Total	Item Total
	EA	1	$0.00	$0.00	$0.00
	EA	1		$0.00	$0.00
			Total Material Cost		$0.00

Subcontractors

Company	Description of Work to be Performed (Supporting Information Attached)	Item Total
RLC	Fiber Deduct $1.80 per foot @ 1,100'	-$1,980.00
		$0.00
		$0.00
	Total Subcontractor Cost	-$1,980.00
	TOTAL	-$2,586.01

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Charles.Wampler 03/27/2025 11:29:15 AM

From: Joe Henry <Joe.Henry@goalterman.com>
Sent: Wednesday, March 19, 2025 10:43 AM
To: jeremie.bertin; Bradley Ray
Cc: Charles.Wampler; John.Lavelle; Brady.Deason; Chandler.Petersen
Subject: RE: [EXTERNAL] RE: [External]WCD-038 Parallel Switchboard Wire Pull
Attachments: PCO-024 - 350MCM Credit REV 1.pdf

Jermeie,

Please see my comments in yellow.

Alterman cost proposals for WCD-038 were rejected. Here were Plummer's comments

- Documentation formatting needs to be corrected as some table are not formatted properly (PCO-24 only) . I had commented this as well Feb 11 - Corrected.
- Missing credit for MV terms and testing for the two cables that were removed. I had commented this as well Feb 11- the MV Terms are already procured and need to be transmitted. The testing labor was included in the credit.
- Plummer could not find any documentation/proof that DB-1 and DB-25 quantities had been credited in WCD-004/CO-02 (Joe mentioned WCD-34 but pretty sure he meant WCD-004). I had commented this as well Feb 11. Joe had provided a response but we do not have any justification This is found in WCD-13 REV 1. Please see below narrative from WCD-13

Work Change Directive WCD-13, Temporary 12.47KV Power to Plant

1. Sheet E-004, South Plant One-line Diagram
   a. Coordinate with Oncor for requirements for 12.47KV Service Drop
   b. Provide Circuit PMS-S1:1A from 12.47KV Service Drop to 12.47KV Pad Mount Switch: PMS-S1
2. Sheet E-006, Electrical Site Plan E-1B
   a. Coordinate with Oncor for requirements for 12.47KV Service Drop
   b. Provide concrete encased 4" conduit from HVMH-1 to 12.47KV Service Drop
   c. Provide Circuit PMS-S1:1A from 12.47KV Service Drop to 12.47KV Pad Mount Switch: PMS-S1
   d. Terminate communication ductbank at proposed manhole CMH-1. Ductbank from manhole to electrical building by others. (Deduct)
   e. Terminate HV ductbank at existing manhole provided others. Ductbank from manhole to electrical building by others. (Deduct)

REV 1

1. Added cost of Pole, Setting, and Labor.
2. Credit for reduced duct bank distance.

- It would help if we had a summary showing the credits per line items. This would expedite the cost proposal reviews Added to PCO-24 and attached

Thanks,

Joe Henry
Project Manager
469.629.6522 210.290.0289
600 E Dallas Rd #300 Grapevine, TX 76051
joe.henry@goalterman.com www.goalterman.com

From: jeremie.bertin <jeremie.bertin@ganotec.com>
Sent: Tuesday, March 18, 2025 10:28 AM
To: Bradley Ray <Bradley.Ray@goalterman.com>; Joe Henry <Joe.Henry@goalterman.com>
Cc: Charles.Wampler <Charles.Wampler@kiewit.com>; John.Lavelle <John.Lavelle@Kiewit.com>; Brady.Deason <Brady.Deason@kiewit.com>; Chandler.Petersen <Chandler.Petersen@kiewit.com>
Subject: RE: [EXTERNAL] RE: [External]WCD-038 Parallel Switchboard Wire Pull
Importance: High

Bradley/Joe,

Alterman cost proposals for WCD-038 were rejected. Here were Plummer's comments

- Documentation formatting needs to be corrected as some table are not formatted properly (PCO-24 only) . I had commented this as well Feb 11
- Missing credit for MV terms and testing for the two cables that were removed. I had commented this as well Feb 11- the MV Terms are already procured and need to be transmitted. The testing labor was included in the credit.
- Plummer could not find any documentation/proof that DB-1 and DB-25 quantities had been credited in WCD-004/CO-02 (Joe mentioned WCD-34 but pretty sure he meant WCD-004). I had commented this as well Feb 11. Joe had provided a response but we do not have any justification
- It would help if we had a summary showing the credits per line items. This would expedite the cost proposal reviews

Thanks

Confidential

JEREMIE BERTIN
Electrical Manager
(903) 401-6616 US Cell
(514) 929-3350 CAN Cell
jeremie.bertin@kiewit.com

CITY OF SHERMAN CMAR
302 Cliff Hestand Road, Sherman, TX 75090

03/20/2025 11:29:15 AM

From: Bradley Ray <Bradley.Ray@goalterman.com>
Sent: Friday, February 21, 2025 8:41 AM
To: Joe.Henry-PTR <Joe.Henry@goalterman.com>; jeremie.bertin <jeremie.bertin@ganotec.com>
Cc: Charles.Wampler <Charles.Wampler@kiewit.com>; John.Lavelle <John.Lavelle@Kiewit.com>; Brady.Deason <Brady.Deason@kiewit.com>; Chandler.Petersen <Chandler.Petersen@kiewit.com>; Jissel.Ramirez <Jissel.Ramirez@ticus.com>; Christian.Castro <Christian.Castro@Kiewit.com>
Subject: RE: [EXTERNAL] RE: [External]WCD-038 Parallel Switchboard Wire Pull

Charles,
Please see revised credit for the fiber.

Thank you,

Bradley Ray
Project Manager – Industrial Division

600 E. Dallas Rd. | Grapevine, TX 76051
Cell 214.675.4367 | Bradley.Ray@GoAlterman.com
www.GoAlterman.com

Alterman, Inc. | *employee owned*
Wired For Excellence | *since 1923*
Alterman, Inc. is a proud member of the Electric Roundtable

From: Joe Henry <Joe.Henry@goalterman.com>
Sent: Wednesday, February 19, 2025 11:11 AM
To: jeremie.bertin <jeremie.bertin@ganotec.com>; Bradley Ray <Bradley.Ray@goalterman.com>
Cc: Charles.Wampler <Charles.Wampler@kiewit.com>; John.Lavelle <John.Lavelle@Kiewit.com>; Brady.Deason <Brady.Deason@kiewit.com>; Chandler.Petersen <Chandler.Petersen@kiewit.com>; Jissel.Ramirez <Jissel.Ramirez@ticus.com>; Christian.Castro <Christian.Castro@Kiewit.com>
Subject: RE: [EXTERNAL] RE: [External]WCD-038 Parallel Switchboard Wire Pull

Jeremie,

Please read my comments in green.

1. Sheet E-004
    a. Delete furnish and installing of conductor PMS-S1:1, approximately 880'.
        i. To be recalculated based on schedule of values. Ensure to include labor, equipment for pull as well as for term and testing – We will not use the SOV. Material cost, labor, storage, DJE, etc are all included in the SOV.
        ii. Note that it took Nobierto 3 days to pull PMS-S1A, so I think that your 120hr labor estimate is low as well as your 2 day equipment estimate is low for 2 distinct cables.– The credit for labor is based off NECA MLU. Not a specific person and will not be based off a specific person.
        iii. Confirm that 2 x 880' are present onsite and will be transferred to the client – I have 14,760' of 350 onsite.
    b. Delete furnish and installing of conductor PMS-S2:1, approximately 880'.
        i. Same comment as above
2. Sheet E-006
    a. Delete Ductbank DB-1, approximately 75'.
        i. Cannot see this in the breakdown. – This was credited in WCD 34 - CO 02
    b. Delete Ductbank DB-25, approximately 75'.
        i. Cannot see this in the breakdown. – This was credited in WCD 34 - CO 02
    c. Delete FO:550-PLC-101/ELEC BLDG (1-24FO STRAND) from MBR Support Building to Electrical Distribution Building, approximately 1020'.
        i. Cannot see this in the breakdown. This was not captured. @Bradley Ray has the cable been procured? We will need this credit for the labor and material if not procured.
3. Sheet E-008
    a. Shows full routing of cables to be deleted. This drawing is not reissued with the WCD since there are no changes made on this sheet. See E-013 and E-014 for cables to be deleted in each ductbank.
        i. Not applicable
4. Sheet E-013 and E-014
    a. Shows cables to be deleted.
        i. Not applicable

Thank you,

Confidential

Joe Henry
Project Manager
469.629.6522 210.290.0289
600 E Dallas Rd #300 Grapevine, TX 76051
joe.henry@goalterman.com www.goalterman.com

03/20/2025 11:29:15 AM

From: jeremie.bertin <jeremie.bertin@ganotec.com>
Sent: Wednesday, February 19, 2025 10:30 AM
To: Bradley Ray <Bradley.Ray@goalterman.com>; Joe Henry <Joe.Henry@goalterman.com>
Cc: Charles.Wampler <Charles.Wampler@kiewit.com>; John.Lavelle <John.Lavelle@Kiewit.com>; Brady.Deason <Brady.Deason@kiewit.com>; Chandler.Petersen <Chandler.Petersen@kiewit.com>; Jissel.Ramirez <Jissel.Ramirez@ticus.com>; Christian.Castro <Christian.Castro@Kiewit.com>
Subject: [EXTERNAL] RE: [External]WCD-038 Parallel Switchboard Wire Pull

Bradley, Joe,

Alterman has created 2 COR/PCO to cover WCD-038 issued by Plummer. Is there a reason 1 WCD does not lead to 1 COR/PCO? It seems we are working in silos and it makes review and approval more difficult.

Furthermore, all the original comments below are not addressed regarding the credit for the 350MCM cable. We need these addressed.

Can Alterman provide some backup for the Fiber cost (1$/ft)? It seems low (COSK-ALT-SUB-VEN-0054)

Thank you

JEREMIE BERTIN
Electrical Manager
(903) 401-6616 US Cell
(514) 929-3350 CAN Cell
jeremie.bertin@kiewit.com

CITY OF SHERMAN CMAR
302 Cliff Hestand Road, Sherman, TX 75090

From: jeremie.bertin
Sent: Thursday, February 13, 2025 10:44 AM
To: Bradley.Ray@goalterman.com; Joe.Henry-PTR <joe.henry@goalterman.com>
Cc: Charles.Wampler <Charles.Wampler@kiewit.com>; John.Lavelle <John.Lavelle@Kiewit.com>; Brady.Deason <Brady.Deason@kiewit.com>; Chandler.Petersen <Chandler.Petersen@kiewit.com>; Jissel.Ramirez <Jissel.Ramirez@ticus.com>; Christian.Castro <Christian.Castro@Kiewit.com>
Subject: RE: [External]WCD-038 Parallel Switchboard Wire Pull

Joe/Bradley,

Any update on this?

JEREMIE BERTIN
Electrical Manager
(903) 401-6616 US Cell
(514) 929-3350 CAN Cell
jeremie.bertin@kiewit.com

CITY OF SHERMAN CMAR
302 Cliff Hestand Road, Sherman, TX 75090

From: jeremie.bertin <jeremie.bertin@ganotec.com>
Sent: Tuesday, February 11, 2025 9:46 AM
To: Bradley.Ray@goalterman.com; Joe.Henry-PTR <joe.henry@goalterman.com>
Cc: Charles.Wampler <Charles.Wampler@kiewit.com>; John.Lavelle <John.Lavelle@Kiewit.com>; Brady.Deason <Brady.Deason@kiewit.com>; Chandler.Petersen <Chandler.Petersen@kiewit.com>; Jissel.Ramirez <Jissel.Ramirez@ticus.com>; Christian.Castro <Christian.Castro@Kiewit.com>
Subject: RE: [External]WCD-038 Parallel Switchboard Wire Pull

Joe, Bradley,

Please revise this COR/PCO.

Below is the WCD-038 supporting text (pg3 of 7). It highlights the complete scope of work which I don't think Alterman fully accounted for. We need to ensure all the items are addressed/commented if we are not going to give a credit for that portion.

1. Sheet E-004
    a. Delete furnish and installing of conductor PMS-S1:1, approximately 880'.
        i. To be recalculated based on schedule of values. Ensure to include labor, equipment for pull as well as for term and testing
        ii. Note that it took Nobierto 3 days to pull PMS-S1A, so I think that your 120hr labor estimate is low as well as your 2 day equipment estimate is low for 2 distinct cables

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03/20/2025 11:29:15 AM

   iii. Confirm that 2 x 880’ are present onsite and will be transferred to the client
b. Delete furnish and installing of conductor PMS-S2:1, approximately 880’.
   i. Same comment as above

2. Sheet E-006
   a. Delete Ductbank DB-1, approximately 75’.
      i. Cannot see this in the breakdown.
   b. Delete Ductbank DB-25, approximately 75’.
      i. Cannot see this in the breakdown.
   c. Delete FO:550-PLC-101/ELEC BLDG (1-24FO STRAND) from MBR Support Building to Electrical Distribution Building, approximately 1020’.
      i. Cannot see this in the breakdown.
3. Sheet E-008
   a. Shows full routing of cables to be deleted. This drawing is not reissued with the WCD since there are no changes made on this sheet. See E-013 and E-014 for cables to be deleted in each ductbank.
      i. Not applicable
4. Sheet E-013 and E-014
   a. Shows cables to be deleted.
      i. Not applicable

I copied the schedule of values for your convenience. Alterman already billed for some material (confirm if this is all of it or not).

Wire Pulling / Testing											
PMS-S1:1 Pull	$ 67,200.00	$ 8,000.00	$ -	$ -	$ 8,000.00	12%	$ 59,200.00	$ 400.00
PMS-S1:2 Pull	$ 16,800.00	$ 2,000.00	$ -	$ -	$ 2,000.00	12%	$ 14,800.00	$ 100.00
PMS-S1:3 Pull	$ 50,400.00	$ 6,000.00	$ -	$ -	$ 6,000.00	12%	$ 44,400.00	$ 300.00
PMS-S1:4 Pull	$ 33,600.00	$ 4,000.00	$ -	$ -	$ 4,000.00	12%	$ 29,600.00	$ 200.00
PMS-S2:1 Pull	$ 67,200.00	$ 8,000.00	$ -	$ -	$ 8,000.00	12%	$ 59,200.00	$ 400.00
PMS-S2:2 Pull	$ 16,800.00	$ 2,000.00	$ -	$ -	$ 2,000.00	12%	$ 14,800.00	$ 100.00
PMS-S2:3 Pull	$ 50,400.00	$ 6,000.00	$ -	$ -	$ 6,000.00	12%	$ 44,400.00	$ 300.00
PMS-S2:4 Pull	$ 33,600.00	$ 4,000.00	$ -	$ -	$ 4,000.00	12%	$ 29,600.00	$ 200.00
	$ -	$ -	$ -	$ -	$ -		$ -	$ -
	$ -	$ -	$ -	$ -	$ -		$ -	$ -
	$ -	$ -	$ -	$ -	$ -		$ -	$ -
PMS-S1 TERM / Test	$ 13,000.00	$ -	$ -	$ -	$ -		$ 13,000.00	$ -

CONTINUATION SHEET — AIA DOCUMENT G703

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

Alterman, Inc.
Sherman WWTP

APPLICATION NUMBER: 11
APPLICATION DATE: 01/15/25
PERIOD TO: 01/20/25
PURCHASE ORDER NO:

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED FROM PREVIOUS APPLICATIONS	E THIS PERIOD	F PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED	% (G / C)	H BALANCE TO FINISH (C - G)	I RETAINAGE
	PMS-S2 TERM / Test	$ 13,000.00	$ -	$ -	$ -	$ -		$ 13,000.00	$ -
	XFMR S-T1 TERM / Test	$ 10,000.00	$ -	$ -	$ -	$ -		$ 10,000.00	$ -
	XFMR S-T2 TERM Test	$ 10,000.00	$ -	$ -	$ -	$ -		$ 10,000.00	$ -
	XFMR S-T3 TERM / Test	$ 10,000.00	$ -	$ -	$ -	$ -		$ 10,000.00	$ -
	XFMR S-T4 TERM / Test	$ 10,000.00	$ -	$ -	$ -	$ -		$ 10,000.00	$ -
	XFMR S-T5 TERM / Test	$ 10,000.00	$ -	$ -	$ -	$ -		$ 10,000.00	$ -
	XFMR S-T6 TERM / Test	$ 10,000.00	$ -	$ -	$ -	$ -		$ 10,000.00	$ -
	Paralelling Switch gear / Test	$ 14,000.00	$ -	$ -	$ -	$ -		$ 14,000.00	$ -
		$ -	$ -	$ -	$ -	$ -		$ -	$ -
		$ -	$ -	$ -	$ -	$ -		$ -	$ -

Thank you

JEREMIE BERTIN
Electrical Manager
(903) 401-6616 US Cell
(514) 929-3350 CAN Cell
jeremie.bertin@kiewit.com

CITY OF SHERMAN CMAR
302 Cliff Hestand Road, Sherman, TX 75090

From: Charles.Wampler <Charles.Wampler@kiewit.com>
Sent: Thursday, February 6, 2025 11:28 AM
To: John.Lavelle <John.Lavelle@Kiewit.com>; Brady.Deason <Brady.Deason@kiewit.com>; Chandler.Petersen <Chandler.Petersen@kiewit.com>; Jissel.Ramirez <Jissel.Ramirez@ticus.com>; Christian.Castro <Christian.Castro@Kiewit.com>; jeremie.bertin <jeremie.bertin@ganotec.com>
Subject: FW: [External]WCD-038 Parallel Switchboard Wire Pull

Jeremie / Christian, please take a look.

Charles

From: Bradley Ray <Bradley.Ray@goalterman.com>
Sent: Thursday, February 6, 2025 11:01 AM
To: Charles.Wampler <Charles.Wampler@kiewit.com>
Subject: [External]WCD-038 Parallel Switchboard Wire Pull

Charles,
Please see attached CO deduct for WCD-038
Thank you,

Bradley Ray
Project Manager – Industrial Division

600 E. Dallas Rd. | Grapevine, TX 76051
Cell 214.675.4367 | Bradley.Ray@GoAlterman.com
www.GoAlterman.com

Alterman, Inc. | *employee owned*
Wired For Excellence | *since 1923*
Alterman, Inc. is a proud member of the Electric Roundtable

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pg15 of 21 of PCO-012 dated June 14 2024
Summary BOM shows the DB1 and DB25 deduct that was processed under WCD-13 / PCO-012

PROJECT: Sherman WWTP 0
JOB NUMBER: 635101

SUMMARIZED BILL OF MATERIALS

ALTERMAN INDUSTRIAL BID

RFP-01 MV Temp Power

DESCRIPTION	Q/M	QNTY	U/M	MAT UNIT	MAT RESULT	LAB UNIT	LAB RESULT
MV 15KV Cable	Q	3,600	EA	8174.1200	29,426.83		0.00
Testing	Q	1	EA		6,500.00		0.00
4" PVC	Q	360	FT		800.00		0.00
4" PVC Coated long Radius 90	Q	1	EA		1,300.00		0.00
4" PVC threaded adapter	Q	1	EA		15.00		0.00
PVC Glue	Q	1	EA		40.00		0.00
PVC Terminator	M	1	FT		20.00		0.00
Pull tape	Q	400	FT		20.00		0.00
UG warning tape	Q	360	FT		145.00		0.00
4/0 Bare CU wire	Q	380	FT		2,000.00		0.00
Cadwelds	Q		EA		200.00		0.00
Duct Spacers	Q	72	EA		520.00		0.00
Red concrete	M	40	CY		7,300.00		0.00
Rebar	Q	2,000	Ft		850.00		0.00
Leveling Blocks	Q	180	EA		130.00		0.00
MV Terms 15KV Line Side	Q	3	EA		800.00		0.00
Tie Wire	Q		EA		50.00		0.00
Stakes	M	75	EA		120.00		0.00
4" GRC	M	20	FT		590.00		0.00
Pole Stand	M	4	FT		99.03		0.00
	Q		E		0.00		0.00
	Q		E		0.00		0.00
	M		FT		0.00		0.00
	M		FT		0.00		0.00
	Q		E		0.00		0.00
DB 1 and 25 Deduct	Q	1	E		-2,000.00	-75.0000	-75.00
	M		FT		0.00		0.00
	Q		E		0.00		0.00
	Q		EA		0.00		0.00
	Q		E		0.00		0.00
Phase/ Group totals:					$48,925.86		-75.00

ConEst Software Systems

	TOTALS	MATERIALS	LABOR
RFP-01		$48,925.86	-75.00 MHR's

BRIEF SUMMARY OF WORK

Sean.Benson@GoAlterman.com | Office: 210-496-6888 | Fax: 210-496-7349

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04/22/2025 5:26:15 PM

PAPE-DAWSON ENGINEERS

DESIGN SUBMITTAL COMMENT - RESPONSE FORM
CITY OF SHERMAN - MAJOR INFRASTRUCTURE IMPROVEMENTS PROGRAM

Sherman CLASSIC TOWN. BROAD HORIZON.

PROJECT TITLE: COSK - South WWTP - MBR
DOCUMENT NAME: **COSK-KWT-PCO-071 Remove Paralleling Switchgear Rev 2**
PREPARER: Kiewit
REVIEWERS: Plummer, Pape-Dawson
RESPONDERS (Program Design Consultant): Pape-Dawson

DOCUMENT TYPE: PCO
DOCUMENT NO.: PCO 071 R2
DATE SUBMITTED: 3/20/2025
DATE RESPONSE REQUIRED: 4/19/2025

Comment No.	Document Section/Chapter/Appendix	Page/Exhibit No./ Drawing Sheet No.	Reviewer Name/ Initials	Comment		Response / Resolution	Comments Resolved (Yes/No)
1	PCO-71	Pg. 4 & 8	GB / RM	Previous credit for DB 1 and DB 25 in PCO 12 was for the initial reduction in these duct banks from the original design. WCD 13 included a 75' length reduction and WCD 38 includes an additional 75' length reduction. Based on the cost for these ductbanks in PCO 12 and the length of DB not installed, the credit for these duct banks should be closer to $45,000		**PCO-012 WCD-013 Startup Power:** •WCD-013 provided drawing E-006 Rev 1 and direction to "Terminate communication ductbank at proposed manhole CMH-1. Ductbank from manhole to electrical building by others. (Deduct)" This communication ductbank is Ductbank 25. •WCD-013 also provided direction to "Terminate HV ductbank at existing manhole provided others. Ductbank from manhole to electrical building by others. (Deduct)" This refers to Ductbank 1. •Alterman provided credits for these reductions in ductbank in their cost proposal RFP-01, which was included in PCO-012. PCO-012 was approved on 6/14/24. **PCO-071 WCD-038 Remove Paralleling Switchgear Rev1:** •WCD-038 was later released, which provided drawing E-006 Rev 2 and direction to "Delete Ductbank DB-1, approximately 75'", and "Delete Ductbank DB-25, approximately 75'", however, the portions of the ductbank clouded on Rev 2 to be deleted are sections of ductbank that were already credited in the approved PCO-012. No additional credits to be provided.	

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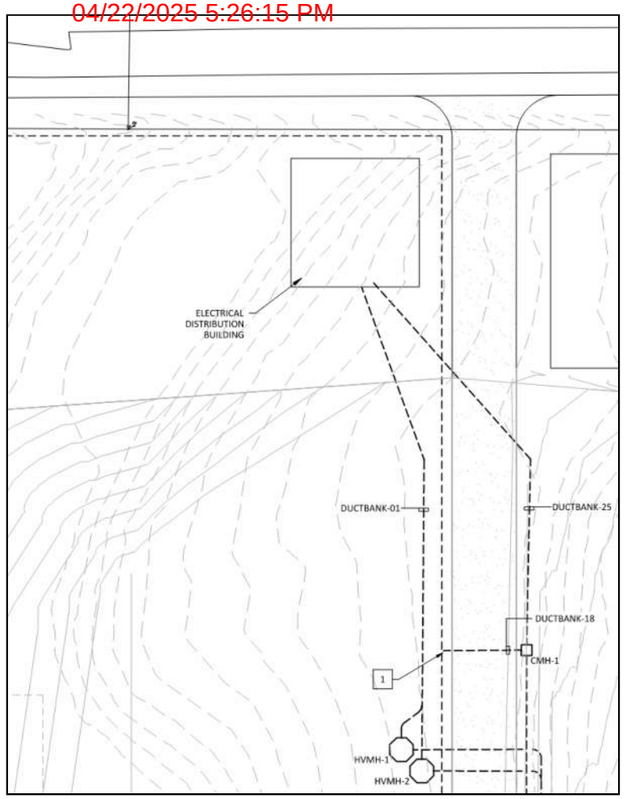
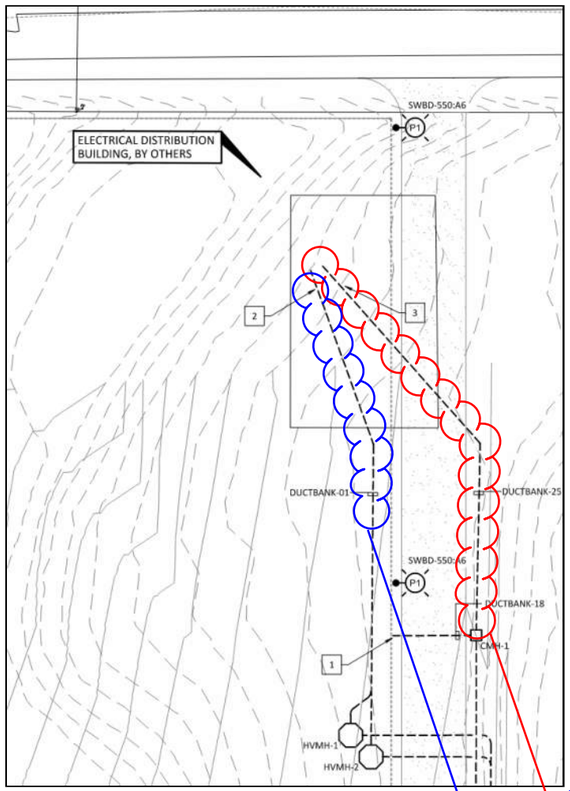
PCO-071 Comment Form Backup

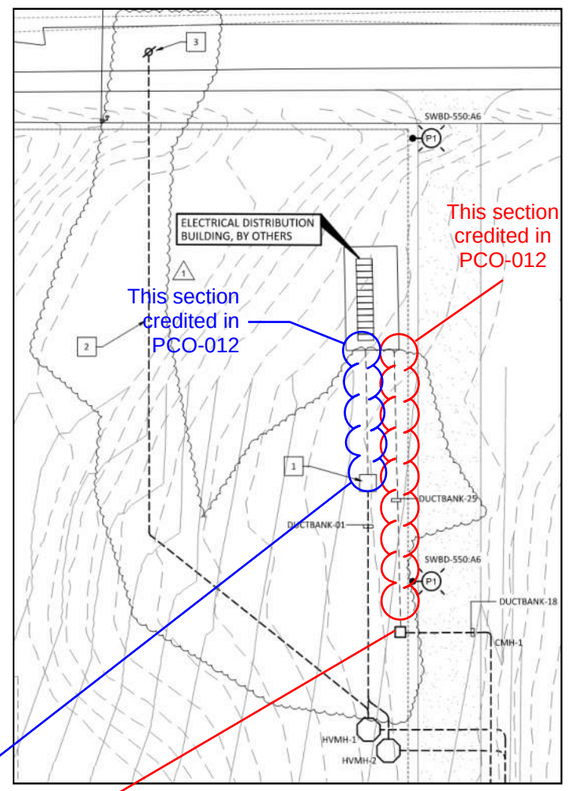
04/22/2025 5:26:15 PM



BP07-001 Underground Electrical IFB
GMPH Underground Electrical



WCD-004
PCO-011 Electrical IFB-IFC



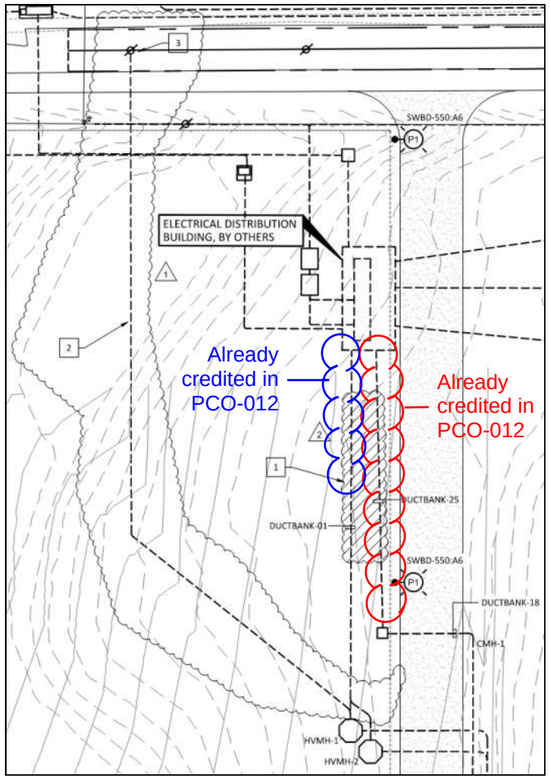
WCD-013
PCO-012 Startup Power

Work Change Directive WCD-13, Temporary 12.47KV Power to Plant

1. Sheet E-004, South Plant One-line Diagram
   a. Coordinate with Oncor for requirements for 12.47KV Service Drop
   b. Provide Circuit PMS-S1:1A from 12.47KV Service Drop to 12.47KV Pad Mount Switch: PMS-S1
2. Sheet E-006, Electrical Site Plan E-1B
   a. Coordinate with Oncor for requirements for 12.47KV Service Drop
   b. Provide concrete encased 4" conduit from HVMH-1 to 12.47KV Service Drop
   c. Provide Circuit PMS-S1:1A from 12.47KV Service Drop to 12.47KV Pad Mount Switch: PMS-S1
   d. Terminate communication ductbank at proposed manhole CMH-1. Ductbank from manhole to electrical building by others. (Deduct)
   e. Terminate HV ductbank at existing manhole provided others. Ductbank from manhole to electrical building by others. (Deduct)

In the approved PCO-012 for Startup Power, Alterman provided a credit on DB-25 to take it back to CMH-1 per directive 2.d in WCD-013.

Alterman also credited HV DB-1 back to the existing manhole provided by others per directive 2.e in WCD-013



WCD-038
PCO-071 Remove Paralleling SWGR

WCD-038 Supporting Text

Delete connection to paralleling switchgear.

1. Sheet E-004
   a. Delete furnish and installing of conductor PMS-S1:1, approximately 880'.
   b. Delete furnish and installing of conductor PMS-S2:1, approximately 880'.
2. Sheet E-006
   a. Delete Ductbank DB-1, approximately 75'.
   b. Delete Ductbank DB-25, approximately 75'.
   c. Delete FO:550-PLC-101/ELEC BLDG (1-24FO STRAND) from MBR Support Building to Electrical Distribution Building, approximately 1020'.
3. Sheet E-008
   a. Shows full routing of cables to be deleted. This drawing is not reissued with the WCD since there are no changes made on this sheet. See E-013 and E-014 for cables to be deleted in each ductbank.
4. Sheet E-013 and E-014
   a. Shows cables to be deleted.

WCD-038 Directive 2.a states to delete 75' of DB-1. Majority of this deletion already credited in PCO-012.

WCD-038 Directive 2.b states to delete 75' of DB-25. That 75', and more, were fully credited in PCO-012.

PLUMMER

Potential Change Order (PCO) Request

PROJECT NO:1422-005-03

PROJECT: South Wastewater Treatment Plant - MBR
OWNER: City of Sherman
CONTRACTOR: Kiewit Construction South
ENGINEER: Plummer Associates, Inc.
PCO NO.: 074

DESCRIPTION: **Clean Water Needs for Startup & Commissioning R2**

NOTIFICATION BY CONTRACTOR

The Contractor proposes to make the additions, modifications, or deletions to the Work described in the Contract Documents, as shown in Attachment "A" and requests that you take the following action:

- ☐ Notify us that you concur that this change does not require a change in Contract time or amount and issue a Field Order.
- ☒ Issue a Change Order for performing the described change. Change in Contract amount is indicated in the attached detailed cost breakdown of labor, materials, equipment and all other costs associated with this change. Impacts on Contract Time are shown in the attached revised schedule.
- ☐ Authorize the Contractor to proceed with the described change. Payment will be requested at the unit price bid.
- ☐ Authorize the Contractor to proceed with the change under the time and materials provisions of the Contract.
- ☐ Authorize this change utilizing Approval of Contingency Fund.

By: Kory Kyllo Date: 8/22/2025

ENGINEER'S RESPONSE

We respond to your request as follows: **Recommended total Value of PCO 074 is $13,007.72**

- ☐ We concur that this is a no cost or time change. See attached/forthcoming Field Order No. / comments.
- ☐ Your proposal is recommended to the Owner with funding authorized by use of project Contingency Fund.
- ☒ Your proposal is recommended to the Owner. See attached/forthcoming proposed Change Order.
- ☐ Proceed with the change at the unit price bid.
- ☐ Proceed with the change under the time and materials provisions of the Contract.
- ☐ Additional information is required to evaluate this request. Provide information as described in the attached comments and resubmit.
- ☐ Potential Change Order Request is not accepted.

Construction Manager: Brian Beach Date: 8/28/25

Engineer: Date: 08/28/25

Program Manager: Date: 8/28/25

Owner: Date: 8/29/2025

PAPE-DAWSON ENGINEERS

Project: COSK South Wastewater Treatment Plant - MBR Project

Owner: City of Sherman

Subject: Potential Change Order Review Memorandum

PCO074 – Clean Water Needs for Startup & Commissioning Rev. 2

Date: 8/27/25

This Potential Change Order (PCO) is provided to account for previously unpriced water needs for facility startup. Early in the project it was envisioned that the City would be able to provide pumps and piping to convey water from the UV structure to the south plant. This water would be used for filling of basins and initial clean water testing of systems. When the PCO for Startup and Commissioning was agreed to, this pumping was anticipated to be provided by the city and Kiewit therefore excluded the cost from that PCO. The original anticipated pumps were used elsewhere by the City. Therefore the CMAR rented the needed pumps. It was determined later that the City could provide the needed water by operations at the Post Oak WWTP. This PCO provides for the pump rental only to reimburse the CMAR for this cost as the rental was made in an effort to maintain the challenging construction schedule.

Below is a summary table of the history of this Potential Change Order (PCO) showing all submittals and total cost. Written comments and responses that were made on the PCO are included at the end of the PCO documentation.

ID Number	Source (WCD, RFI, PCM)	Title	Submitted Date	Response Date	Total Cost or (Credit)
PCO 074	none	Clean Water Needs for Startup & Commissioning	4/25/2025	7/1/2025	$30,369.14
PCO 074	none	Clean Water Needs for Startup & Commissioning - **R1**	7/24/2025	8/19/2025	$21,529.22
PCO 074	none	Clean Water Needs for Startup & Commissioning - **R2**	8/22/2025	8/27/2025	$13,007.72

Reviews were provided by Plummer and Pape Dawson. It is the opinion of the combined project team that the cost provided in the final revision is an accurate cost for the work added and approval is recommended.

POTENTIAL CHANGE ORDER

Kiewit

Date: 08/20/2025	Potential Change Order #: PCO-0074	Revision #: 02
To: City of Sherman (COS) 220 W. Mulberry Street Sherman, TX 75090	Contract #: 1513-U Construction Manager at Risk (CMAR)	Project: South WWTP - MBR

Drawing, Specification, Equipment Number or Other Reference: PCO-026 WCD-0016 Startup & Commissioning Rev 2

Description of the Proposed Change Order Work: Clean Water Needs for Startup & Commissioning

PCO-026 Startup & Commissioning Rev 2 was executed on October 14th, 2024. Clarification number 3 stated, "This scope assumes that all clean water needed for Pre-Demonstration period testing will be taken from the North Plant effluent at the existing UV structure and conveyed to the South Plant as needed at no cost to the contractor." CMAR is providing this PCO in accordance with General Conditions 1.01 A. 51., 10.01 A. and B., and 10.03 A. This PCO is also submitted in accordance with General Conditions 12.01.B.2 and the value of the Work will be determined by a mutually agreed lump sum. This mutually agreed lump sum is only applicable to this specific PCO-0074 R2.

PCO-0074 R2 consists of the added cost to rent a pump system to convey clean water from the North Plant effluent at the UV Structure to the South Plant for Startup & Commissioning until it was identified and confirmed by the City that water could be conveyed by back feeding water from the existing UV structure. Once the switch was made to back feed water, the pump system was taken off rent.

There is no current schedule impact from the additional scope identified in this PCO.

Kiewit Water Facilities South Co.'s proposal for this package represents $13,007.72

This estimate is based on a 6-day workweek, 10 hours per day.

Kiewit has marked pages in this document "confidential" as they contain proprietary rates and other information that are trade secrets in reference to Texas Government Code 552.110.

This quote is valid for 30 days from date of submission in accordance with General Conditions 10.05 C. CMAR reserves the right to update the cost if those 30 days are exceeded.

Construction				**Estimated Effect on Contract Price**
Lump Sum ($)				Change Impact ($)
$13,007.72				**$13,007.72**

Detailed components of above categories must accompany this estimate (discipline, craft, commodity of material, etc.)

Estimated Effect on Project Schedule (calendar days)		**Estimated Effect on Contract Terms**
Substantial Completion	N/A	N/A
Final Completion	N/A	N/A

Recommended by: Kiewit Water Facilities South Co.

Project Manager: _____ 8/21/2025

Contractor — Date

Basis of Estimate: Clean Water Needs for Startup & Commissioning

Summary

1. **A – Direct Cost (Labor)**	Sub-Total	$0.00
2. **B – Direct Cost (Supervision)**	Sub-Total	$0.00
3. **C – Direct Cost (PM, Supplies, Equipment, Subs)**	Sub-Total	$10,786.16
4. **D – Indirect Cost**	Sub-Total	$0.00
5. **E – Est. B&I / COMM (1.50%)**	Sub-Total	$161.79
6. **F – G&A (9.622%)**	Sub-Total	$1,053.41
7. **G – Fee (8.50%)**	Sub-Total	$1,006.36
	Grand Total	**$13,007.72**

Initiator

PCO-026 WCD-0016 Startup & Commissioning Rev 2 Clarification number 3 stated, "This scope assumes that all clean water needed for Pre-Demonstration period testing will be taken from the North Plant effluent at the existing UV structure and conveyed to the South Plant as needed at no cost to the contractor."

Merit

Clarification number 3 in PCO-026 WCD-0016 Startup & Commissioning Rev 2.

Summary

CMAR submitted PCO-026 WCD-0016 Startup & Commissioning Rev 2 to Plummer on October 3rd, 2024. Clarification number 3 in PCO-026 Rev 2 stated, "This scope assumes that all clean water needed for Pre-Demonstration period testing will be taken from the North Plant effluent at the existing UV structure and conveyed to the South Plant as needed at no cost to the contractor." CMAR is providing pricing for the rental of the pump system to convey clean water to the South Plant for Startup and Commissioning. This includes United Rentals delivering and assembling pumps and hoses to convey clean water from the existing UV Structure to the South Plant manhole D (MH-D).

The image below shows the route for temporary piping and a pump to move non-potable water from the existing UV structure to the indicated manhole, MH-D. From this manhole, non-potable water will drain to the Influent Pump Station.

In anticipation of the Pre-Demonstration Period, Contractor acted in Good Faith and rented the pump system following verbal direction from the Owner's Representative. After the rental period began, Contractor worked with the City to brainstorm alternate solutions to receive clean water. It was determined that the existing UV structure could be used to back feed water from the North Plant to the Influent Pump Station in the South Plant. At that time, the back feed option was only discussed and not fully vetted to be an acceptable solution. Once the back feed option was proven by the City to be viable, both methods, pump and back feed, were used for a few days to convey water from the UV structure to manhole MH-D and down to the Influent Pump Station. Once the back feed option proved that it could

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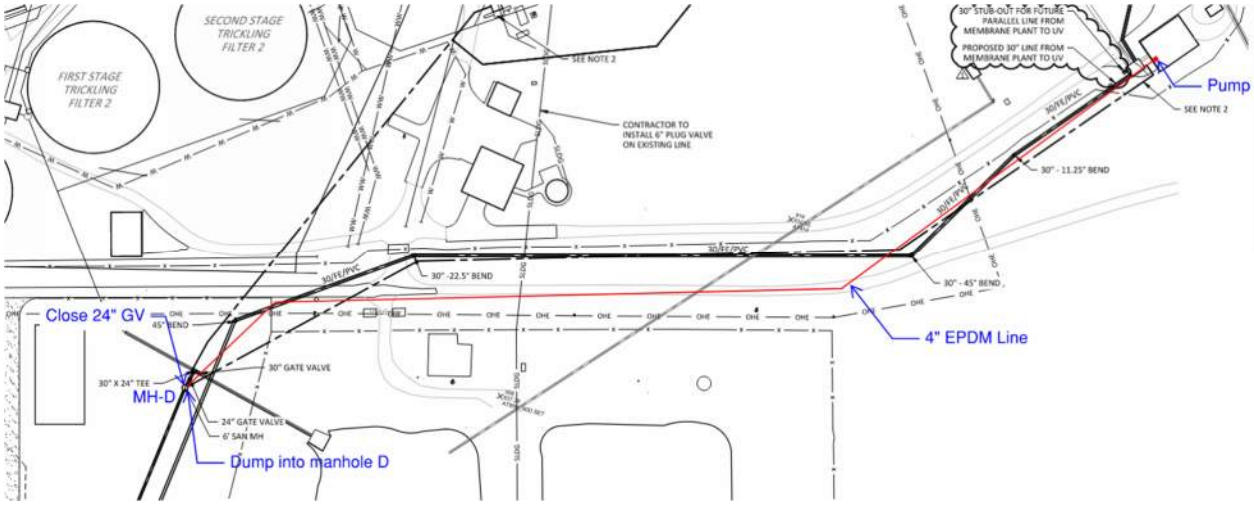
2050 Roanoke Rd, Westlake, TX 76262

provide the necessary water needed for startup, the pump system was taken off rent. The cost presented in this PCO-0074 R2 represents the period from the beginning to the end of the rented pump system.

See attachments for a breakdown.



Proposed Routing of Temp Water Line

1. **A - Direct Cost (Labor)**

Total	$0.00

No Direct Cost (Labor) included in this PCO 0074 R2.

2. **B - Direct Cost (Supervision)**

Total	$0.00

No Direct Cost (Supervision) included in this PCO 0074 R2.

3. **C - Direct Cost (PM, Supplies, Equipment, Subs)**

Total	$10,786.16

The following is captured under C - Direct Cost (PM, Supplies, Equipment, Subs): Invoice from United Rentals to install pump and temp water line and rental duration.

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See attachments for a breakdown.

4. **D - Indirect Cost**

Total	$0.00

5. **E - Est. B&I / COMM (1.50%)**

Total	$161.79

Est. Bond and Insurance / Commercial required for PCO 74 R2.

6. **F - G&A (9.622%)**

Total	$1,053.41

General and Administrative expenses required for PCO 74 R2.

7. **G - Fee (8.50%)**

Total	$1,006.36

Attachments

1. PCO-026 WCD-0016 Startup & Commissioning Rev 2
2. PCO 74 R2 Cost Breakdown Structure
3. PCO 74 R2 Resource Rate Register
4. United Rentals Invoice #248224162-001
5. PCO-R-PCO---0180.01-COSK-PSE-PCO074 R1 Comment Form

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PLUMMER

Potential Change Order (PCO) Request

PROJECT NO:1422-005-03

PROJECT: South Wastewater Treatment Plant - MBR
OWNER: City of Sherman
CONTRACTOR: Kiewit Construction South
ENGINEER: Plummer Associates, Inc.
PCO NO.: 026

DESCRIPTION: **Startup and Commissioning – Rev 2**

NOTIFICATION BY CONTRACTOR

The Contractor proposes to make the additions, modifications, or deletions to the Work described in the Contract Documents, as shown in Attachment "A" and requests that you take the following action:

- ☐ Notify us that you concur that this change does not require a change in Contract time or amount and issue a Field Order.
- ☐ Issue a Change Order for performing the described change. Change in Contract amount is indicated in the attached detailed cost breakdown of labor, materials, equipment and all other costs associated with this change. Impacts on Contract Time are shown in the attached revised schedule.
- ☐ Authorize the Contractor to proceed with the described change. Payment will be requested at the unit price bid.
- ☐ Authorize the Contractor to proceed with the change under the time and materials provisions of the Contract.
- ☒ Authorize this change utilizing Approval of Contingency Fund.

By: Kory Kyllo Date: 10/4/2024

ENGINEER'S RESPONSE

We respond to your request as follows: **Recommended total value of PCO 026 is $913,443.17**

- ☐ We concur that this is a no cost or time change. See attached/forthcoming Field Order No. / comments.
- ☒ Your proposal is recommended to the Owner with funding authorized by use of project Contingency Fund.
- ☐ Your proposal is recommended to the Owner. See attached/forthcoming proposed Change Order.
- ☐ Proceed with the change at the unit price bid.
- ☐ Proceed with the change under the time and materials provisions of the Contract.
- ☐ Additional information is required to evaluate this request. Provide information as described in the attached comments and resubmit.
- ☐ Potential Change Order Request is not accepted.

Construction Manager: Brian Bond Date: 10/7/24

Engineer: Date: 10/11/2024

Program Manager: Date: 10/14/24

Owner: Digitally signed by Tom Pruitt Date: 2024.10.14 17:00:42-05'00' Date: 10/14/2024

PAPE-DAWSON ENGINEERS

Project: COSK South Wastewater Treatment Plant - MBR Project

Owner: City of Sherman

Subject: Potential Change Order Review Memorandum

PCO026 – Startup and Commissioning – Rev 2

Date: 10/7/24

This Potential Change Order (PCO) accounts for the cost of work required to provide full startup and commissioning activities. PCO 026 is provided as a response to WCD 0016 – Startup and Commissioning, which was provided to the CMAR on 6/20/2024 and added the specification for Starting, Demonstration and Testing of Systems.

Below is a summary table of the history of this Potential Change Order (PCO) showing all submittals and total cost. Written comments and responses that were made on the PCO are included at the end of the PCO documentation.

ID Number	source (WCD, RFI, PCM)	Title	Submitted Date	Response Date	Total Cost or (Credit)
PCO 026	WCD 0016	Commissioning & Startup	8/28/2024	9/5/2024	$2,809,316.79
PCO 026	WCD 0016	Commissioning & Startup - **Rev 1**	9/20/2024	9/30/2024	$1,528,537.27
PCO 026	WCD 0016	Commissioning & Startup - **Rev 2**	10/3/2024	10/7/2024	$913,443.17

Reviews were provided by Plummer and Pape Dawson. It is the opinion of the combined project team that the cost provided in the final revision is an accurate cost for the work required and approval is recommended.

POTENTIAL CHANGE ORDER

Kiewit

Date: October 1st, 2024	Potential Change Order #: PCO-0026	Revision #: 2
To: City of Sherman (COS) 220 W. Mulberry Street Sherman, TX 75090	Contract #: 1513-U Construction Manager at Risk (CMAR)	Project: South WWTP - MBR
Drawing, Specification, Equipment Number or Other Reference: COSK-PSE-WCD0016 C&SU Spec		

Description of the Proposed Change Order Work: COSK-PSE-WCD0016 C&SU Spec

CMAR received WCD 0016 Starting, Demonstration, and Testing of Systems on June 26th 2024. CMAR is providing this PCO along with the Basis of Estimate and attachments in accordance with General Conditions 1.01 A. 51., 10.01 A. and B., and 10.03 A.

The schedule impact from the additional scope identified in this PCO has not been established and will be evaluated for the final GMP.

Kiewit Water Facilities South Co.'s proposal for this package represents $740,446.09.

CMAR is not adding additional CMAR support staff to cover this new scope of work since it has been incorporated in the Basis of Estimate.

CMAR is not adding additional Support Services (cranes, access, etc.) to cover this new scope of work, but reserves the right to add CMAR support services to future PCOs.

Kiewit has marked pages in this document “confidential” as they contain proprietary rates and other information that are trade secrets in reference to Texas Government Code 552.110.

As per amendment 6, article 8.01 “...The contingency Fund will be established as $20,000,000...” Therefore, no contingency has been added to this PCO.

This quote is valid for 30 days from date of submission in accordance with General Conditions 10.05 C. CMAR reserves the right to update the cost if those 30 days are exceeded.

Construction				**Estimated Effect on Contract Price**
Lump Sum ($)	~~Contingency 9% ($)~~	Additional GCs (12.2% When>$155m)	Fee 9.95% ($)	Change Impact ($)
$740,446.09	$0.00	$90,334.42	$82,662.66	**$913,443.17**
Detailed components of above categories must accompany this estimate (discipline, craft, commodity of material, etc.)				

Estimated Effect on Project Schedule (calendar days)		**Estimated Effect on Contract Terms**
Substantial Completion	N/A	N/A
Final Completion	N/A	N/A

Recommended by: Kiewit Water Facilities South Co.

Project Manager: _____ 10/3/2024

Contractor Date

Basis of Estimate: Startup and Commissioning

Summary

1. 2 Startup and Commissioning Superintendents for 15 wks	Sub-Total	$328,317.21
2. 2 Startup and Commissioning Field Engineers for 15 wks	Sub-Total	$225,003.68
3. 1 Foreman, 1 Pipefitter and 2 Laborer for the 30 day demonstration period	Sub-Total	$149,621.63
4. Alterman Startup Assistance	Sub-Total	$4,881.56
5. Subcontractors NETA Motor Testing	Sub-Total	$14,722.00
6. Subcontractors Vendor Startup Services	Sub-Total	$17,900.00
	Grand Total	**$740,446.09**

1. Startup and Commissioning

Total	$740,446.09

The startup and commissioning scope of work is expected to start in March 2025 and be completed in August 2025.

Included in GMP A, was a Startup Manager for May 2024 through August 2025 (70 weeks) and a Startup Superintendent was included March 2025 through July 2025 (22 weeks) to help develop the scope of work, assist with schedule development, and advanced planning efforts for equipment startup and commissioning. The cost for these staff has not been incorporated in this PCO.

As the energization of equipment begins, 2 superintendents and 2 field engineers will be required full time. Their main task will be vendor coordination and supervision, assist with troubleshooting efforts, coordinating/scheduling of training, and documenting startup and commissioning test results and has been included in this PCO.

For the 30-day duration of demonstration testing, a crew consisting of 1 Foreman, 1 Pipefitter, and 2 Laborers will be required to assist with testing efforts and water management throughout the plant, which is included in this PCO. This includes 10-hour days and does not include night shift or after hour work premiums.

Per exclusion 16 in the attached assumptions and clarifications, the temporary power generators will not be provided. However, attachment 13 is a rental quote for a temporary power generator for your reference.

Startup Chemicals, First Chemical Fills and all disposal of all startup chemicals and hazardous materials are excluded from this PCO.

Please refer to attachment 16 for a list of assumptions and clarifications.

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Please see below all the exceptions taken in prior Amendments and PCOs in regards to Startup and Commissioning:

- Amendment 03, GMP H, Clarifications & Qualifications, p.74, “Alterman includes startup assistance for the scope provided herein.”
- Amendment 04, GMP I, Commercial Bid Form Exception Tab, p.41, item 24, “All labor beyond achieving COPI is excluded from this Bid Package. It is anticipated Allowance will cover this item.”
- PCO 0019, GMP I, WCD-006 - Assumptions and Clarifications Log, p.291, item 25, “All labor beyond achieving COPI is excluded from this Bid Package. It is anticipated a future Allowance/Bid Package will be determined (Start-up & Commissioning) to cover this item. We assumed all maintenance of equipment and replacement of equipment fluids shall be by CMAR and are excluded from this bid package. All functional testing is to be included in separate bid package.”
- Amendment 04, GMP I, Pre-Bid Comments, p.43, item 5, “CMAR Response: Equipment Supplier Services and System Startup per the Specifications for equipment provided in this Bid Package is included. All labor beyond achieving COPI is excluded from this Bid Package as noted.”
- Amendment 04, GMP I, Commercial Bid Form Exception Tab, p.41, item 26, “Startup Chemicals and First Chemical Fills are excluded from this Bid Package.”
- PCO 0019, GMP I, WCD-006 - Assumptions and Clarifications Log, p.291, item 27, “Startup Chemicals and First Chemical Fills are excluded from this Bid Package. All disposal of chemicals and hazardous materials are excluded.”
- Amendment 04, GMP I, Pre-Bid Comments, p.43, item 7, “CMAR Response: Chemicals for functional testing of equipment and initial fill are an adder, will include an Allowance of $300,000 in this Bid Package. City has existing contracts for chemicals it would be more cost effective for the city to procure the chemicals.”
- Amendment 04, GMP I, Commercial Bid Form Exception Tab, p.41, item 28, “Rate Sheet not provided, Startup & Commissioning not clearly defined in this Bid Package.”
- Amendment 04, GMP I, Pre-Bid Comments, p.43, item 9, “CMAR Response: Upon clear definition of Commissioning CMAR will provide a rate sheet.
- Amendment 04, GMP I, Commercial Bid Form Exception Tab, p.42, item 36, “Startup Services includes Craft and Staff to perform functional testing up until COPI. All labor beyond achieving COPI is excluded from this Bid Package. Startup and Commissioning is not included and is assumed to be covered in an allowance.”
- Amendment 05, GMP H2, Clarifications & Qualifications, p.22, “Alterman includes startup assistance for the scope provided herein.”

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Attachments

1. COSK-PSE-WCD0016 C&SU Spec
2. Startup and Commissioning Cost Breakdown Structure R2
3. Startup and Commissioning Resource Rate Register R2
4. Startup and Commissioning P6 Schedule
5. 01 75 13 Starting Demonstration and Testing of Systems Final_Comparison with red line comments
6. 00 01 07 – Engineer Seals WCD-016
7. Labor Rates – 4.24-24
8. Equipment Rates – 05.22-24
9. Supervision Rates – 4.24-24
10. COSK SCADA Test Days
11. COR – 011 30 Day Start-up Assist Option 2
12. Rental Quote_235809361
13. Email Correspondence
14. COR-009 Generator Connections for Testing
15. Startup and Commissioning Assumptions and Clarifications Log R1
16. PCO-R-PCO---0054.01-COSK-PSE-PCO026 Rev 1 Comment Form
17. PCO-R-PCO---0054.01-COSK-PSE-PCO026 Rev 2 Comment Form

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Project:	South Wastewater Treatment Plant - MBR	**Project Number:**	
Owner:	Greater Texoma Utility Authority/City of Sherman	1513-U	
Contractor:	Kiewit Water Facilities South Co.	105718	
Engineer:	Plummer Associates	1422-005-02	

Work Change Directive No.: 16 **Description:** Starting, Demonstration, and Testing of Systems

Specification: 01 75 13 – Starting, Demonstration and Testing of Systems

Drawing No.: N/A **Detail Description:** Starting, Demonstration, and Testing of Systems

Make the following additions, modifications, or deletions to the Work described in the Contract Documents:

Specification section 01 75 13 – Starting, Demonstration and Testing of Systems is hereby added to the contract.

Purpose of Work Change Directive:

Design Progression.

The Owner directs the Contractor to proceed with Work described in this Work Change Directive. Compensation for this Work will be determined using the methods described below. Costs for the Work Change Directive may not exceed the total authorized compensation shown for this Work Change Directive shown below without authorization of the Owner by other Work Change Directives or by Change Order. Contractor is to submit a Change Proposal when impacts on Contract Price and Contract Times can be determined. A Change Order or Contract Amendment is to be issued to incorporate changes in Contract Price and / or Contract Times.

Basis of Compensation:

☐ Unit Prices ☒ Lump Sum calculated using Cost of Work provisions in General Conditions Paragraph 12.01

☐ Time and Materials using Cost of Work provisions in General Conditions Paragraph 12.01

☐ Allowance based on provisions in General Conditions Paragraph 11.02.

Required Documentation:

☒ Detailed cost breakdown attached showing labor, materials, equipment and all other costs for this change

☒ Schedule attached to show impacts and justification for requested change in Contract Times if applicable

Project:	South Wastewater Treatment Plant - MBR	**Project Number:**	
Owner:	Greater Texoma Utility Authority/City of Sherman		1513-U
Contractor:	Kiewit Water Facilities South Co.		105718
Engineer:	Plummer Associates		1422-005-02

Compensation for this Work Change Directive may not exceed: $ N/A

Recommended by: Design Engineer

Name: [signature] Date: 6. 2024

Recommended by: Project Construction Manager

Name: [signature] Date: 6/19/24

Approved by: Kiewit Water Facilities South Co.

Name: [signature] Date: 6/26/2024

Approved by: Program Manager

Name: [signature] Date: 6/20/24

Approved by: Greater Texoma Utility Authority

Name: [signature] Digitally signed by Paul Sigle DN: O=GTUA, CN=Paul Sigle, E=paul@gtua.org Reason: I am approving this document Location: Date: 2024.06.20 13:53:13-05'00' Foxit PDF Editor Version: 2023.2.0 Date: 6/20/2024

Approved by: City of Sherman

[signature] Digitally signed by Tom Pruitt Date: 2024.06.20 12:20:04-05'00' Date: 6/20/2024

SECTION 00 01 07
ENGINEER'S SEALS PAGE

Portion of Engineering Documents for Which Responsible	Name and License Number	Company Name, Address, and Business No.	Signature, Seal, and Date
01 75 13	Sherri van der Wege TX PE # 102702	Plummer 14755 Preston Rd, Ste 420 Dallas, TX 75254 TBPE Firm No. F-13	

SECTION 01 75 13
STARTING, DEMONSTRATION AND TESTING OF SYSTEMS

PART 1 - GENERAL

1.1 SUMMARY

A. General:

1. Startup, pre-demonstration and demonstration of facility, systems, or equipment.
2. Personnel training.
3. Systems startup and demonstration period requirements.
4. CONTRACTOR shall pay all costs associated with system or facility startup unless otherwise noted.

B. Related Sections:

1. Section 01 12 16 – Sequence of Construction
2. Section 01 33 00 – Submittals
3. Section 01 43 33 – Manufacturer's Field Services
4. Section 01 70 00-PS – Execution Requirements
5. Section 01 75 00 – Starting and Adjusting
6. Section 01 75 19 – Water Leakage Test for Concrete Structures
7. Section 01 78 23 – Operations and Maintenance Data
8. Section 01 79 00-PS – Demonstration and Training
9. Section 23 05 93 – Testing, Adjusting, and Balancing for HVAC
10. Section 33 01 10.58 – Disinfection Potable Water Piping and Tanks
11. Section 40 01 05 – Field Testing of Piping Systems TX
12. Section 40 61 21 – Instrumentation and Control Systems Testing and Commissioning
13. Other related testing specs.

1.2 DEFINITIONS

A. Project System: Specific system, consisting of an independent arrangement of equipment, structures, components, piping, wiring, materials, or incidentals that performs an identifiable function which is both operational and safe.

B. Pre-Demonstration Period: Period of time, prior to and separate from the Demonstration Period of unspecified duration after initial construction and installation which CONTRACTOR, with assistance from Manufacturer's authorized representative, completes all work necessary, to make the system ready for the Demonstration Period.

1. Perform the following activities in sequence:
    1. Initial equipment check out installation and startup.
    2. Instrument check and final calibration.
    3. Equipment performance and functional testing in accordance with Division 1 and related technical sections.
    4. Correction of all discrepancies or functions prior to Demonstration Period.
    5. Personnel training.

C. Demonstration Period: Period of time, of specified duration, following Pre-Demonstration Period, during which CONTRACTOR, with assistance from Manufacturer's authorized representative, completes all work necessary to complete the Demonstration Period and commission the systems. CONTRACTOR will be responsible for operations until all systems are commissioned, and effluent values are met as required by OWNER's TPDES permit. OWNER will take over operations after approval of effluent values meeting permit. CONTRACTOR responsible for equipment repairs or adjustments required by manufacturers until Final Completion. OWNER responsible for SCADA integration, functionality, and design performance.

D. Related System: Equipment or subsystem whose function is necessary for the startup, testing and operation of the Project System as a whole.

E. Project Milestones: Reference Division 1.

F. Substantial and Final Completion: Reference General Conditions, Supplementary Conditions, and Division 1.

1.3 SUBMITTALS

A. General:

1. Provide an experienced startup manager to develop and implement all startup services. Startup manager must have experience in wastewater treatment plant startup, including membrane bioreactor systems.
2. Submit startup plan for each piece of equipment, each structure, and entire facility no less than 8 weeks prior to planned initial startup of equipment and/or system. The final plan shall be approved not less than 4 weeks prior to planned initial startup.
3. Submit a Startup and Testing Plan that includes the following:
    1. Equipment checkout.
    2. Hydrostatic testing plan with water calculations and structure testing sequences.
    3. Piping testing plan, including flushing and testing of all piping connected to structures.
    4. Lock-out procedures and safety precautions.
    5. Utility requirements.
    6. Related items and piping which must be complete and the schedule for completion.
    7. Instrumentation settings.
    8. Temporary pumps, piping, and systems necessary for testing and startup.
    9. Operational support.
    10. Include all forms required by ENGINEER. This will include manufacturer checklists and certificates, startup checklists, and other forms in the specifications or in the ENGINEER's startup and commissioning plan, to be provided to CONTRACTOR in advance.
4. Submit in chronological order listed below prior to completion of Pre-Demonstration Period:
    1. Master operation and maintenance training schedule:

1) Submit 90 days (minimum) prior to start up and checkout and first training session for OWNER'S personnel.

2) Submit for review and approval by OWNER and ENGINEER.

3) Schedule to include:

a) Target date for OWNER witnessing initial startup of each system.

b) Target date and time for Operation and Maintenance training for each system, both field and classroom.

c) Target date for initiation of Demonstration Period.

4) Include holidays observed by OWNER and ENGINEER.

5) Attend a schedule planning and coordination meeting 45 calendar days prior to first anticipated training session:

a) Provide a status report and schedule-to-complete for requirements prerequisite to manufacturer's training.

b) Identify initial target dates for individual manufacturer's training sessions.

6) OWNER reserves the right to insist on a minimum 7 days' notice of rescheduled training session not conducted on master schedule target date for any reason.

Make all corrections or changes in the submittals required by the ENGINEER and resubmit until approved. Resubmit schedule to reflect any changes made to the schedule subsequent to approval.

5. Preliminary O&M Manual Submittal with all revisions incorporated:

1. Submit 90 days (minimum) prior to startup of equipment or system to allow for ENGINEER review and Manufacturer modifications/resubmittal.

2. In accordance with Section 01 33 00 – Submittals submit detailed testing procedures for shop tests, field performance tests, and final acceptance tests as specified in the various equipment sections. Submittals shall at a minimum include the following:

1) Test procedures.

2) Copies of test reports.

3) Copies of Supplier's field service technician's reports.

3. Preliminary Operations and Maintenance Manual to be provided by CONTRACTOR prior to scheduled training. Final version with test results to be submitted after startup and operations.

6. Startup Certifications:

1. Request for inspection and documentation under provisions of Section 01 75 00 – Starting and Adjusting.

2. Schedule ENGINEER and/or OWNER to witness each system pre-demonstration startup. Request to be received by the ENGINEER a minimum of five working days before scheduled startup. Longer lead time may be required to coordinate with OWNER'S personnel.

3. Equipment installation and pre-demonstration startup certifications.

4. Letter from CONTRACTOR verifying successful completion of all pre-

demonstration startup activities including receipt of all specified items from manufacturers or suppliers as final item prior to initiation of Demonstration Period.

5. Letter from CONTRACTOR verifying successful completion of Demonstration Period startup activities, systems, and equipment startup.

1.4 SEQUENCING AND SCHEDULING

A. CONTRACTOR shall submit a sequencing and scheduling plan in accordance with Section 01 33 00 – Submittals for the starting, demonstration and testing of the project-related systems. Contractor to provide schedule in main schedule.

1.5 SYSTEM STARTUP AND ADJUSTING

A. Checkout Procedures:

1. Satisfactorily complete and confirm all pipe, equipment, wire and instrumentation tests as specified in the individual specification sections prior to starting equipment.
2. Develop startup checklist for all equipment, facilities and systems, including forms required by ENGINEER, and submit to ENGINEER for concurrence.
3. Coordinate schedule for startup of equipment, facilities and systems.
4. Notify the OWNER and ENGINEER 5 days prior to startup of each item.
5. Verify that each piece of equipment or system has been checked by Manufacturer’s representative for proper lubrication, drive rotation, belt tension, control sequence, or other conditions that may cause damage.
6. Verify that tests, meter readings, and specified electrical characteristics agree with those required by the equipment or system manufacturer.
7. Verify wiring and support components for equipment are complete and tested.
8. Execute startup under supervision of responsible Manufacturer's authorized representative in accordance with Manufacturers' instructions.
9. Submit a manufacturer’s Certificate of Proper Installation (COPI) and completed checklists in accordance with Section 01 33 00 – Submittals and the individual equipment specifications that equipment system has been properly installed and is functioning correctly.
10. Submit any forms required by ENGINEER.
11. Equipment manufacturer to supply report or checklist of equipment satisfactorily installed by CONTRACTOR. CONTRACTOR to submit for record purposes.

B. Startup Procedures:

1. Startup divided into four periods:
    1. Pre-Demonstration Period (dry) including performance of the following activities in sequence:
        1) Completion of Work to prepare facility, systems and equipment for Demonstration Period including checking installation of all equipment by Manufacturer’s representative.
        2) Submission, resubmission as may be required and filing of all required submittals including but not limited to:

a) Preliminary O&M Manuals.

b) Equipment checklists.

c) Loop checks.

d) Calibration records.

3) Training of personnel.

4) Checking and startup of equipment.

2. Pre-Demonstration Period utilizing clean (potable or non-potable) water including:

1) Demonstrate functional integrity of facilities and systems.

2) Training of personnel by Manufacturer's representatives.

3. Pre-Demonstration Period utilizing wastewater including:

1) Demonstrate functional integrity of facilities and systems.

2) Training of personnel by Manufacturer's representatives and ENGINEER.

4. Demonstration Period including:

1) Demonstration of functional integrity of facilities and systems. Demonstration period should be 30 days of uninterrupted service of the facility in automatic mode.

2) Filing of CONTRACTOR'S Notice of Substantial Completion and Request for Inspection.

2. Operation and Maintenance Manuals for equipment and system scheduled for startup and training:

1. Confirm preliminary O&M manuals with all required revisions and updates are available and in OWNER'S possession prior to commencing training activities.

2. Startup and demonstration period operations are not considered complete, nor will startup and demonstration period payments be made, until the Manufacturer's authorized representative completely and thoroughly reviews the approved preliminary O&M manual with OWNER during the equipment training session.

3. Requirements for individual components may vary with construction staging, time, performance testing stipulations, construction schedule, etc. Individual equipment startup and performance testing requirements may exceed the related system demonstration period requirement.

PART 2 - PRODUCTS – NOT APPLICABLE

PART 3 - EXECUTION

3.1 MANUFACTURER'S FIELD SERVICES

A. Services Required:

1. Furnish the services of qualified field personnel from the manufacturers of equipment furnished and installed under this Contract, as required in Section 01 43 33 – Manufacturer's Field Services.

1. Where such service is specified, CONTRACTOR shall not perform any Work related to the installation or operation of equipment furnished and installed

under this Contract without direct observation and guidance of the Manufacturer's field personnel unless ENGINEER concurs otherwise.

2. CONTRACTOR shall arrange for manufacturer's representatives to furnish manufacturers Certificate of Proper Installation (COPI) and completed checklists to ENGINEER covering all work done when work on each item of equipment or system is completed.

3. Advise OWNER and ENGINEER of arrival at the Site of all manufacturer's field personnel or representatives.

B. Operation and Testing:

1. Place all Equipment in Operation:

1. Place all equipment installed under this Contract into successful operation according to Manufacturer's instructions, including making all required adjustments, tests, operation checks, and the following:

1) Cleaning, sounding, blowing-out, and flushing of lubricating oil and water systems, and other pipelines.

2) Lubrication.

3) Tests of lubrication system safety interlocks and system performance.

4) Final alignment checks and measurements made under observation of OWNER. Alignment checks shall include opening connections, if required, to ensure there are no abnormal stresses on equipment from pipes, ducts, or other attachments. Alignment shall be within tolerances specified by the manufacturer, and measurements shall be recorded and furnished to ENGINEER and OWNER.

5) Motor rotation checks before connecting couplings.

6) Inspection of sleeve bearings for adequate contact.

7) Checking of anchor-bolt tensions, trout, and shims. Tighten anchor bolts with calibrated torque wrenches using care not to over stress bolts.

2. After "run-in" and acceptance of alignment, affix major equipment in place using standard tapered dowels with jack-out nuts at head end to facilitate removal.

3. Record all above operations on forms furnished by ENGINEER.

4. Furnish all necessary attendants and personnel as part of the work to accomplish the above operations until such time as individual items, systems, Equipment or sections of the plant are acceptable for operation by OWNER.

5. Provide attendants on a continuous basis as required to complete events without interruption once they have been started.

6. CONTRACTOR shall provide fuel and lubricants for placing equipment in operation.

7. Owner to supply electricity, chemicals, seed sludge, SCADA integration, and required minimum influent flows to start up and run plant.

2. Performance Tests:

1. Equipment Furnished Under this Contract:

1) OWNER may conduct acceptance tests after installation to determine if

the equipment installed as part of the Work performs in accordance with Contract Documents. Substantial Completion will be based on acceptable results of such tests.

2) No tests will be conducted on equipment for which manufacturer's Field Service is specified unless manufacturer's field representative is present and declares in writing that the equipment is ready for such test.

3) CONTRACTOR will be notified by OWNER so that CONTRACTOR can have a representative or manufacturer's representative present during any tests of Equipment for which Supplier's or manufacturer's Field Service is not specified.

2. The tests will be made as set forth in the Contract Documents unless the interested parties mutually agree upon some other manner of testing.

3.2 TESTING, ADJUSTING, AND BALANCING

A. Perform testing, adjusting, and balancing in accordance with the requirements of the individual equipment sections.

B. General requirements:

1. Unless otherwise noted, pay all costs of testing, including temporary facilities and connections.

2. Receive ENGINEER's approval for the application of all tests only after ENGINEER's inspection of equipment for conformance with the Specifications.

3. Perform in accordance with the relevant standards of the industry if not specified in the Contract Documents. Tests other than those specified are in accordance with General Conditions.

4. Provide the ENGINEER unrestricted access to attend and witness component testing.

5. Allow the ENGINEER unrestricted access to undertake system and operational testing and to support commissioning in a manner which does not affect manufacturer's warranty.

C. Procedures:

1. Refer to Section 01 75 00 – Starting and Adjusting.

2. Design testing procedures to duplicate, as nearly as possible, conditions of operation to ensure that the equipment is not damaged. Once the testing procedures have been reviewed and approved by the ENGINEER, organize by system into test packages and include the proper checkout, alignment, adjustment, and calibration signoff forms for each item of equipment and system.

3.3 PRE-DEMONSTRATION PERIOD

A. As required to meet the project requirements, perform Pre-Demonstration as defined below:

1. Equipment Startup:

1. Requirements for individual items of equipment are included in the Contract Documents.

2. Prepare equipment to operate properly and safely and be ready to demonstrate functional integrity during Demonstration Period.
3. Perform equipment startup to extent possible without introducing water or wastewater flow.
4. For test tanks, pumps, filters, and similar equipment requiring fluid, use clean water.
5. Dispose of water used for equipment startup. Coordinate with ENGINEER and OWNER for location of disposal, either to the Influent Pump Station, emergency storage lagoons, or another location.
6. Prior to equipment startup:
    1) Conduct leak and pressure testing of all tanks and piping. Remove or flush debris, and clean systems.
    2) Check and confirm that all instrument and control loops are operational.
    3) Complete all electrical system checks.
    4) Make all submissions and resubmissions of manufacturer field reports, check lists, loop checks, calibration records and equipment installation certifications.
7. Procedures include, but are not necessarily limited to the following:
    1) Test, check and correct deficiencies of:
        a) Power, control, and monitoring circuits for continuity prior to connection to power source.
        b) Voltage of all circuits.
        c) Phase sequence.
        d) Cleanliness of connecting piping systems.
        e) Alignment of connected machinery.
        f) Vacuum and pressure of all closed systems.
        g) Lubrication.
        h) Valve orientation and position status for manual operating mode.
        i) Tankage for integrity using clean water Pumping equipment using clean water.
        j) Equipment operates within ranges specified and within manufacturers' acceptable limits.
        k) Instrumentation and control signal generation, transmission, reception, and response under provisions of Section 01 33 00 – Submittals.
        l) Tagging and identification systems.
        m) All equipment: Proper connections, alignment, calibration, and adjustment.
    2) Calibrate all safety equipment.
    3) Manually rotate movable parts to assure freedom of movement.
    4) "Bump" start electric motors to verify proper rotation.
    5) Provide all labor, supervision, calibrated instruments, calibrated

measuring devices, utilities, maintenance, equipment, vehicles, or any other item necessary to startup and operate all equipment and systems.

6) Documentation:

a) Prepare log showing each equipment item subject to this paragraph and listing what is to be accomplished during equipment startup. Startup test reports submitted for record purposes.

i. Make all submissions and resubmissions required of preliminary log to ENGINEER prior to scheduling and performing startup activities.

b) Provide place for CONTRACTOR to record date and person accomplishing required work. Submit completed document before requesting inspection for Substantial Completion certification.

8. Clean Water Testing:

1) Individual pieces of equipment:

a) Perform testing for all individual pieces of equipment.

b) Provide testing per manufacturer requirements of successful continuous operation under full loading conditions for mutually agreed pieces of equipment as instructed by and coordinated with ENGINEER.

c) Cycle equipment through its full specified range of operation a minimum of five times during testing duration or as instructed by and coordinated with ENGINEER.

d) CONTRACTOR will be responsible for any temporary equipment, piping or wiring required to perform these tests.

2) Equipment Systems:

a) Testing shall be performed for all systems of equipment as defined below. Testing shall include the supporting systems, electrical, controls and instrumentation for the equipment defined below even if they are not specifically identified.

b) System testing to commence only following successful clean water testing of individual pieces of equipment.

c) Provide minimum 1 hour testing duration demonstrating successful continuous operation of each system as determined by and coordinated with ENGINEER.

d) Cycle equipment system through its full specified range of operation a minimum of five times during testing duration or as instructed by and coordinated with ENGINEER.

e) Operate and cycle all pieces of equipment comprising system at same time during the test, or as instructed by and coordinated with the ENGINEER.

f) Increase and decrease equipment speeds at the same time and rate, or as instructed by and coordinated with ENGINEER.

g) CONTRACTOR shall be responsible for system testing of manufacturer-supplied PLC systems. ENGINEER's SCADA Integrator will be responsible for system testing of Plant PLC systems.

9. Wastewater Testing:
   1) CONTRACTOR to coordinate wastewater transport and testing with ENGINEER and OWNER.
   2) Individual pieces of equipment:
      a) Perform testing for all individual pieces of equipment.
      b) Provide testing per manufacturer requirements of successful continuous operation under full loading conditions for mutually agreed pieces of equipment as instructed by and coordinated with ENGINEER.
      c) Cycle equipment through its full specified range of operation a minimum of five times during testing duration or as instructed by and coordinated with ENGINEER.
      d) CONTRACTOR will be responsible for any temporary equipment, piping or wiring required to perform these tests.
   3) Equipment systems:
      a) Testing shall be performed for all systems of equipment as defined below. Testing shall include the supporting systems for the equipment even if those systems are not specifically identified.
      b) System testing to commence only following successful Clean Water Testing of the system.
      c) Provide minimum 1 hour testing duration demonstrating successful continuous operation of each system as determined by and coordinated with ENGINEER .
      d) Cycle equipment system through its full specified range of operation a minimum of five times during testing duration or as instructed by and coordinated with ENGINEER.
      e) Increase and decrease equipment speeds at the same time and rate, or as instructed and coordinated with ENGINEER.
10. Obtain certifications of compliance, without restrictions or qualifications, and deliver to ENGINEER.

3.4 DEMONSTRATION PERIOD

A. Demonstrate operation and maintenance of equipment and systems to OWNER'S personnel and ENGINEER within 30 days prior to date of Substantial Completion.

B. Utilize operation and maintenance manuals as basis for instruction. Review contents of manual with OWNER'S personnel in detail to explain all aspects of operation and maintenance.

C. Demonstrate startup, operation, control, adjustment, troubleshooting, servicing, maintenance, and shutdown of each item of equipment at scheduled times at equipment

location.

D. Demonstrate the functional integrity of the mechanical, electrical, and control interfaces of the respective equipment and components comprising the facility or system as evidence of Substantial Completion.

E. Conduct the demonstration of functional integrity under full operational conditions.

F. OWNER will provide operational personnel to operate the plant. CONTRACTOR will assist with all other functions including but not limited to equipment operation and maintenance until successful completion of the Demonstration Period.

G. OWNER reserves the right to simulate operational variables, equipment failures, routine maintenance scenarios, etc., to verify the functional integrity of automatic and manual backup systems and alternate operating modes.

H. Duration of Demonstration Period, minimum of 30 consecutive days:

1. Time of beginning and ending of any Demonstration Period will be agreed upon by CONTRACTOR, OWNER, and ENGINEER in advance of initiating Demonstration Period.
2. Length of Demonstration Period other than specified will be agreed upon by CONTRACTOR, OWNER and ENGINEER in advance of initiating Demonstration Period.
3. Owner to operate plant under full discharge conditions.

I. Provide final field instruction on select systems and respond to any system problems or failures which may occur.

J. Provide all labor, supervision, utilities, maintenance, equipment, vehicles or any other item necessary to operate and demonstrate all systems being demonstrated.

K. A minimum of one successful demonstration period as defined above is required for each system defined herein.

L. Demonstration periods and other startup requirements for individual system components may or may not be concurrent with Demonstration Period.

M. Failure of Demonstration:

1. If the aggregate amount of time to repair, alter or adjust individual equipment or systems result in equipment or systems being inoperable for 10 percent or greater of the Demonstration Period, the demonstration of functional integrity will be deemed to have failed.
    1. Inoperable shall be defined as the inability to treat wastewater which meets permit limits.
    2. In a lead-lag situation, a failure will not be constituted as long as a singular piece of equipment and/or system remains functional.
2. In the event of failure, the Demonstration Period will recommence after correction of the cause(s) of failure.
3. Upon recommencing the Demonstration Period, requirements and duration of startup shall be the same as the initial attempt to demonstrate functionality.
4. Coordination and completion of a subsequent Demonstration Period due to equipment failure or absence of required CONTRACTOR personnel shall be

conducted at no additional expense to the OWNER.

3.5 PERSONNEL TRAINING

A. Refer to Section 01 43 33 – Manufacturer's Field Services and individual equipment specification sections.

B. Personnel training on individual equipment or manufacturer systems will not be considered completed unless:

1. All pre-training deliverables are received and approved before commencement of training on the individual equipment or system.
2. The equipment or system operates generally as intended.
3. All provisions of field and classroom training specifications are met.
4. Training not in compliance with the above will be performed again in its entirety by the manufacturer at no additional cost to OWNER.

C. Field and Classroom Training Requirements:

1. Organize and separate training sessions by maintenance and operation topics and identify on schedule.
2. Plan for minimum class attendance of 10 people at each session and provide sufficient classroom materials, samples, and handouts for those in attendance.
3. Cover information required in Operation and Maintenance manuals prepared according to Section 01 78 23 – Operation and Maintenance Data and submitted according to Section 01 33 00 – Submittals, and following areas as applicable to project systems:
    1) Operation of equipment.
    2) Lubrication of equipment.
    3) Maintenance and repair of equipment.
    4) Troubleshooting of equipment.
    5) Preventive maintenance procedures.
    6) Adjustments to equipment.
    7) Inventory of spare parts.
    8) Optimizing equipment performance.
    9) Capabilities.
    10) Operational safety.
    11) Emergency situation response.
    12) Takedown procedures (disassembly and assembly).
4. Maintain a log of classroom training provided including: Instructors, topics, dates, time, and attendance.

3.6 CONTRACTOR'S SUBSTANTIAL COMPLETION NOTICE AND REQUEST FOR INSPECTION OF PROJECT

A. File the notice when the following have been completed:

1. Construction work (brought to state of Substantial Completion).
2. Equipment Startup.

3. Personnel Training.
4. Submittal of required documents.

B. ENGINEER will review required submittals for completeness within 5 calendar days of CONTRACTOR's notice. If complete, ENGINEER will complete inspection of the Work, within 10 calendar days of CONTRACTOR's notice.

C. ENGINEER will inform CONTRACTOR in writing of the status of the Work reviewed, within 15 calendar days of CONTRACTOR's notice.
1. Work determined not meeting state of Substantial Completion:
1. CONTRACTOR: Correct deficiencies noted or submit plan of action for correction within 5 days of ENGINEER'S notification of determination.
2. ENGINEER: Reinspect work within 5 days of CONTRACTOR notice of correction of deficiencies.
3. Reinspection costs incurred by ENGINEER will be billed to OWNER who will deduct them from final payment due CONTRACTOR.
2. Work determined to be in state of tentative Substantial Completion: ENGINEER to prepare tentative "ENGINEER'S Certificate of Substantial Completion."
3. ENGINEER'S Certificate of Substantial Completion:
1. Certificate tentatively issued subject to successful Demonstration of functional integrity.
2. Issued for Project as a whole or for one or more Bid Package/GMP.
3. Issued subject to completion or correction of items cited in the certificate (punch list).
4. Issued with responsibilities of OWNER and CONTRACTOR cited.
5. Executed by ENGINEER.
6. Accepted by OWNER.
7. Accepted by CONTRACTOR.

D. Upon successful completion of Demonstration Period, ENGINEER will endorse certificate attesting to the successful demonstration and citing the hour and date of ending the successful Demonstration Period of functional integrity as the effective date of Substantial Completion.

E. Prepare and insert additional data in operations and maintenance manuals when need for additional data becomes apparent during instruction.

F. Amount of time required for instruction on each item of equipment and system is that specified in individual sections.

3.7 COMMISSIONING

A. After completion of the Demonstration Period and certification by the ENGINEER that system and operational tests meet performance requirements, the OWNER will operate the facility, and CONTRACTOR will be responsible for warranty repairs.

B. CONTRACTOR: prior to start of Commissioning, remove temporary piping that may have been in use during the operational tests.

C. CONTRACTOR to provide required labor to support OWNER in order that the facility attains its fully operational mode until Substantial Completion is attained.

D. The OWNER'S operations and maintenance personnel will be responsible for operation of the facility or portion thereof. The facility shall be fully operational, capable of accepting design flows, and performing functions as designed.

E. The OWNER is responsible for normal operational and routine maintenance cost including, but not limited to, electricity, lubricants, chemicals, and screenings disposal fees.

F. CONTRACTOR shall be responsible for all costs for necessary repairs or replacements required to keep the facility operational.

G. The Commissioning period is 30 continuous days for all related systems for the facility.

END OF SECTION

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Cost Breakdown Structure (CBS) Register
KIEWIT CORPORATION
20053365-136123-01P - Sherman PCO Backup--Sherman WWTP Construction

CBS Position Code	Description	Quantity	Unit of Measure (Uom)	Manhours (MH)	Man Count	Equipment Count	Production UOM/Mh)	Production UOM/Crew Hr	Unit Cost	Total Cost	Labor Cost	Construction Equipment Cost	Materials Cost	Supplies Cost	Subcontract Cost
4.2.11.3	R2 - $740,446.09	1.00	PLS	4,200.00	6.00	3.00	0.00	0.00	$740,446.09	$740,446.09	$578,336.40	$124,606.13	$37,503.56	$0.00	$0.00
4.2.11.3.1	2 Startup and Commisionning Superintendent for total duration of 30 Mwks	30.00	MWk	1,500.00	1.00	1.00	0.02	0.02	$10,943.91	$328,317.21	$262,503.75	$65,813.46	$0.00	$0.00	$0.00
4.2.11.3.2	2 Startup and Commisionning Field Engineer for total duration of 30 Mwks	30.00	MWk	1,500.00	1.00	0.00	0.02	0.02	$7,500.12	$225,003.68	$225,003.68	$0.00	$0.00	$0.00	$0.00
4.2.11.3.5	1 Foreman, 1 Pipefitter and 2 Labourer for 30 days @ 10 hours per day	30.00	Work Day	1,200.00	4.00	2.00	0.03	0.10	$4,987.39	$149,621.63	$90,828.96	$58,792.67	$0.00	$0.00	$0.00
4.2.11.3.6	Alterman Startup Assistance	10.00	Ea	0.00	0.00	0.00	0.00	0.00	$488.16	$4,881.56	$0.00	$0.00	$4,881.56	$0.00	$0.00
4.2.11.3.7	Subcontractors NETA Motor Testing	1.00	PLS	0.00	0.00	0.00	0.00	0.00	$14,722.00	$14,722.00	$0.00	$0.00	$14,722.00	$0.00	$0.00
4.2.11.3.8	Subcontractors Vendor Startup Services	1.00	PLS	0.00	0.00	0.00	0.00	0.00	$17,900.00	$17,900.00	$0.00	$0.00	$17,900.00	$0.00	$0.00

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All Resource Register

KIEWIT CORPORATION

20053365-136123-01P - Sherman PCO Backup--Sherman WWTP Construction

Resource Type	Resource Code	Description	Unit Cost (Scale 1)	Unit Cost (Scale 2)	Unit Cost (Scale 3)	Utilization Count	Unit of Measure	Backup Documentation
Construction Equipment Rate	2.02.006.00 (1).2 - BLUEBOOK	1/2 Ton Pickup - Direct	$39.60	$0.00	$0.00	300.00	Hour	Equipment Rates - 05.22-24
Construction Equipment Rate	2.02.006.00.1 IND - BLUEBOOK	1/2 Ton Pickup - Indirect	$39.60	$0.00	$0.00	1,500.00	Hour	Equipment Rates - 05.22-24
Construction Equipment Rate	2.48.028.00 (1).1 - BLUEBOOK	>10,000 lb. Extendable	$139.29	$0.00	$0.00	300.00	Hour	Equipment Rates - 05.22-24
Labor Rate	1.C.01.1.03.2	Laborer Certified (Journeyman) - 2024 RATES	$60.33	$75.73	$91.14	600.00	Hour	Labor Rates - 4.24-24
Labor Rate	1.C.40.1.02 (2).2 - 2024 RATE	Pipe Foreman (Pipefitter) - 2024 RATES	$84.97	$112.70	$140.43	300.00	Hour	Labor Rates - 4.24-24
Labor Rate	1.C.40.1.03 (2).2 - 2024 RATE	Pipe Journeyman (Pipefitter) - 2024 RATES	$80.35	$105.77	$131.19	300.00	Hour	Labor Rates - 4.24-24
Labor Rate	1.C.52.1.07.2 - 2024 RATE	Maintenance Mechanic (for equip maint only) - 2024 RATES	$80.35	$105.77	$131.19	135.00	Hour	Labor Rates - 4.24-24
Labor Rate	1.S.10.1.07.2 (1) (1)	Discipline Superintendent - 2024	$175.00	$175.00	$175.00	1,500.00	Hour	Supervisipn Rates - 4.24-24
Labor Rate	1.S.10.2.01 (1) (1)	Discipline Field Engineer - 2024	$150.00	$150.00	$150.00	1,500.00	Hour	Supervisipn Rates - 4.24-24
Unique Rate	ALTERMAN STARTUP ASSISTENCE/F	ALTERMAN STARTUP ASSISTENCE/F	$488.16	$0.00	$0.00	10.00	Ea	COR - 011 30 Day Start-up Assist Option 2
Unique Rate	NETA	NETA	$14,722.00	$0.00	$0.00	1.00	Each	
Unique Rate	VENDOR STARTUP	vendor startup services	$17,900.00	$0.00	$0.00	1.00	Each	

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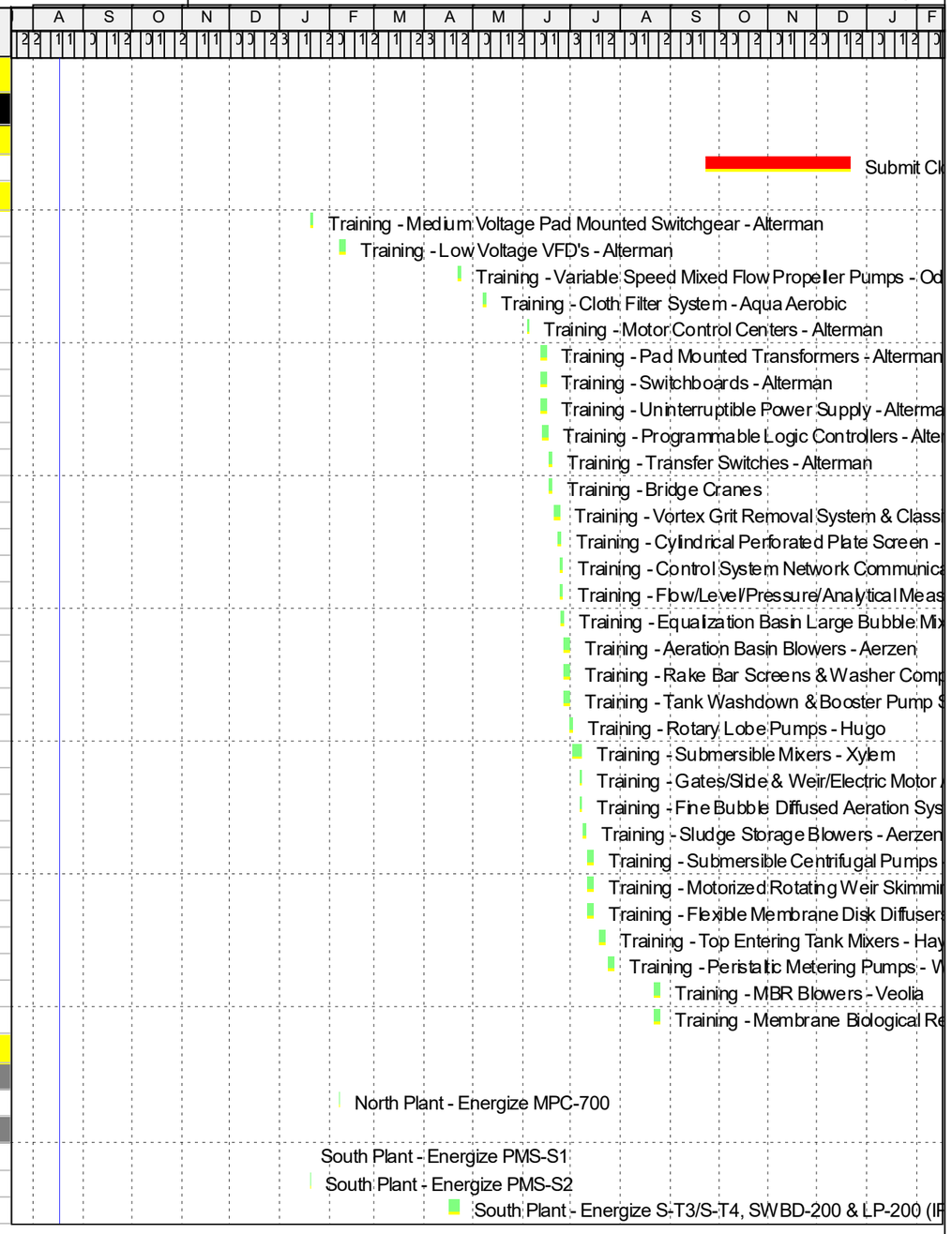
Activity ID	Activity Name	OD	RD	% Comp	Start	Finish	TF
South WWTP MBR - CMAR Update Schedule #11 - 31AUG24 LIVE		197	197		17-Jan-25	22-Dec-25	-13
Commissioning / Startup		197	197		17-Jan-25	22-Dec-25	-13
General		90	90		23-Sep-25	22-Dec-25	-27
CX-120	Submit Closeout Documentation	90	90	0%	23-Sep-25	22-Dec-25	-27
Equipment Training		151	151		20-Jan-25	25-Aug-25	2
CSUT-1010	Training - Medium Voltage Pad Mounted Switchgear - Alterman	1	1	0%	20-Jan-25	22-Jan-25	151
CSUT-1040	Training - Low Voltage VFD's - Alterman	1	1	0%	07-Feb-25	11-Feb-25	137
CSUT-1150	Training - Variable Speed Mixed Flow Propeller Pumps - Odessa Pumps	1	1	0%	21-Apr-25	23-Apr-25	87
CSUT-1260	Training - Cloth Filter System - Aqua Aerobic	1	1	0%	07-May-25	09-May-25	75
CSUT-1030	Training - Motor Control Centers - Alterman	1	1	0%	03-Jun-25	05-Jun-25	57
CSUT-1000	Training - Pad Mounted Transformers - Alterman	1	1	0%	12-Jun-25	16-Jun-25	50
CSUT-1020	Training - Switchboards - Alterman	1	1	0%	12-Jun-25	16-Jun-25	50
CSUT-1050	Training - Uninterruptible Power Supply - Alterman	1	1	0%	12-Jun-25	16-Jun-25	50
CSUT-1080	Training - Programmable Logic Controllers - Alterman	1	1	0%	13-Jun-25	17-Jun-25	49
CSUT-1060	Training - Transfer Switches - Alterman	1	1	0%	17-Jun-25	19-Jun-25	47
CSUT-1110	Training - Bridge Cranes	1	1	0%	17-Jun-25	19-Jun-25	47
CSUT-1200	Training - Vortex Grit Removal System & Classifier - Smith & Loveless	1	1	0%	20-Jun-25	24-Jun-25	44
CSUT-1190	Training - Cylindrical Perforated Plate Screen - Huber	1	1	0%	23-Jun-25	25-Jun-25	43
CSUT-1090	Training - Control System Network Communication Equipment - Alterman	1	1	0%	24-Jun-25	26-Jun-25	42
CSUT-1100	Training - Flow/Level/Pressure/Analytical Measurement - Alterman	1	1	0%	24-Jun-25	26-Jun-25	42
CSUT-1280	Training - Equalization Basin Large Bubble Mixing System - Pulsed Hydraulic	1	1	0%	25-Jun-25	27-Jun-25	41
CSUT-1120	Training - Aeration Basin Blowers - Aerzen	1	1	0%	26-Jun-25	30-Jun-25	40
CSUT-1180	Training - Rake Bar Screens & Washer Compactor - Huber	1	1	0%	26-Jun-25	30-Jun-25	40
CSUT-1290	Training - Tank Washdown & Booster Pump System - EI2	1	1	0%	26-Jun-25	30-Jun-25	40
CSUT-1160	Training - Rotary Lobe Pumps - Hugo	1	1	0%	30-Jun-25	02-Jul-25	38
CSUT-1230	Training - Submersible Mixers - Xylem	1	1	0%	02-Jul-25	08-Jul-25	36
CSUT-1070	Training - Gates/Slide & Weir/Electric Motor Actuators - Rodney Hunt	1	1	0%	07-Jul-25	08-Jul-25	36
CSUT-1270	Training - Fine Bubble Diffused Aeration System - Xylem	1	1	0%	07-Jul-25	08-Jul-25	36
CSUT-1130	Training - Sludge Storage Blowers - Aerzen	1	1	0%	08-Jul-25	10-Jul-25	34
CSUT-1170	Training - Submersible Centrifugal Pumps - Global Pump	1	1	0%	11-Jul-25	15-Jul-25	31
CSUT-1210	Training - Motorized Rotating Weir Skimming System - Jim Meyers & Sons	1	1	0%	11-Jul-25	15-Jul-25	31
CSUT-1250	Training - Flexible Membrane Disk Diffusers - Xylem	1	1	0%	11-Jul-25	15-Jul-25	31
CSUT-1240	Training - Top Entering Tank Mixers - Hayward Gordon	1	1	0%	18-Jul-25	22-Jul-25	26
CSUT-1220	Training - Peristaltic Metering Pumps - Watson Marlow	1	1	0%	24-Jul-25	28-Jul-25	22
CSUT-1140	Training - MBR Blowers - Veolia	1	1	0%	22-Aug-25	25-Aug-25	2
CSUT-1300	Training - Membrane Biological Reactors - Veolia	1	1	0%	22-Aug-25	25-Aug-25	2
Pre-Demonstration Period (Dry)		98	98		17-Jan-25	03-Jul-25	33
North Plant		1	1		07-Feb-25	07-Feb-25	96
STU-1640	North Plant - Energize MPC-700	1	1	0%	07-Feb-25	07-Feb-25	96
South Plant		98	98		17-Jan-25	03-Jul-25	33
STU-1030	South Plant - Energize PMS-S1	1	1	0%	17-Jan-25	17-Jan-25	78
STU-1040	South Plant - Energize PMS-S2	1	1	0%	20-Jan-25	20-Jan-25	78
STU-1070	South Plant - Energize S-T3/S-T4, SWBD-200 & LP-200 (IPS)	4	4	0%	16-Apr-25	22-Apr-25	17



Remaining Level of Effort ◆ Milestone
Primary Baseline
Actual Work
Remaining Work
Critical Remaining Work

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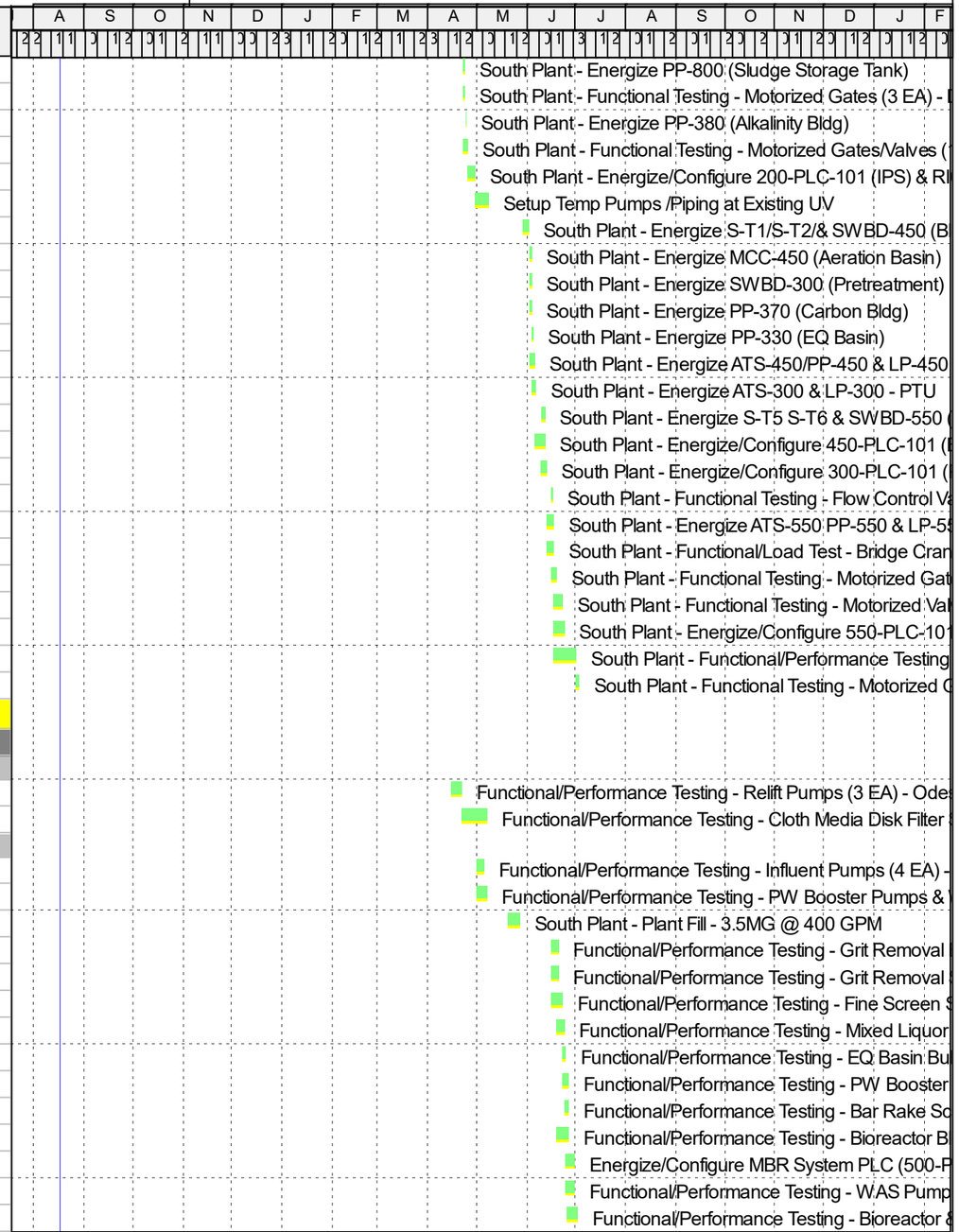
Activity ID	Activity Name	OD	RD	% Comp	Start	Finish	TF
STU-1120	South Plant - Energize PP-800 (Sludge Storage Tank)	1	1	0%	23-Apr-25	23-Apr-25	17
STU-1230	South Plant - Functional Testing - Motorized Gates (3 EA) - Diversion Structu	1	1	0%	23-Apr-25	23-Apr-25	55
STU-1130	South Plant - Energize PP-380 (Alkalinity Bldg)	1	1	0%	24-Apr-25	24-Apr-25	17
STU-1240	South Plant - Functional Testing - Motorized Gates/Valves (10 EA) - IPS	3	3	0%	23-Apr-25	25-Apr-25	51
STU-1140	South Plant - Energize/Configure 200-PLC-101 (IPS) & RIO Panels	4	4	0%	25-Apr-25	30-Apr-25	17
STU-1320	Setup Temp Pumps /Piping at Existing UV	5	5	0%	30-Apr-25	08-May-25	14
STU-1060	South Plant - Energize S-T1/S-T2/& SWBD-450 (Blower Bldg)	3	3	0%	29-May-25	02-Jun-25	-4
STU-1080	South Plant - Energize MCC-450 (Aeration Basin)	1	1	0%	03-Jun-25	03-Jun-25	7
STU-1090	South Plant - Energize SWBD-300 (Pretreatment)	1	1	0%	03-Jun-25	03-Jun-25	-4
STU-1100	South Plant - Energize PP-370 (Carbon Bldg)	1	1	0%	03-Jun-25	03-Jun-25	7
STU-1110	South Plant - Energize PP-330 (EQ Basin)	1	1	0%	04-Jun-25	04-Jun-25	8
STU-1150	South Plant - Energize ATS-450/PP-450 & LP-450 (Blower Bldg)	3	3	0%	03-Jun-25	05-Jun-25	5
STU-1190	South Plant - Energize ATS-300 & LP-300 - PTU	3	3	0%	04-Jun-25	06-Jun-25	-4
STU-1050	South Plant - Energize S-T5 S-T6 & SWBD-550 (Membrane Support)	3	3	0%	10-Jun-25	12-Jun-25	-7
STU-1160	South Plant - Energize/Configure 450-PLC-101 (Blower Bldg) & RIO Panels	5	5	0%	06-Jun-25	12-Jun-25	5
STU-1200	South Plant - Energize/Configure 300-PLC-101 (PTU) & RIO Panels	5	5	0%	09-Jun-25	13-Jun-25	-4
STU-1260	South Plant - Functional Testing - Flow Control Valve (1 EA) - EQ Basin	1	1	0%	16-Jun-25	16-Jun-25	24
STU-1170	South Plant - Energize ATS-550 PP-550 & LP-550 (Membrane Support)	3	3	0%	13-Jun-25	17-Jun-25	-7
STU-1520	South Plant - Functional/Load Test - Bridge Crane - Membrane Basins	3	3	0%	13-Jun-25	17-Jun-25	48
STU-1250	South Plant - Functional Testing - Motorized Gates (10 EA) - PTU	4	4	0%	16-Jun-25	19-Jun-25	17
STU-1280	South Plant - Functional Testing - Motorized Valves (14 EA) - Membrane Sup	4	4	0%	18-Jun-25	23-Jun-25	39
STU-1180	South Plant - Energize/Configure 550-PLC-101 (Membrane Support)	5	5	0%	18-Jun-25	24-Jun-25	-7
STU-1020	South Plant - Functional/Performance Testing - HVAC - Blower Structure	10	10	0%	18-Jun-25	01-Jul-25	39
STU-1270	South Plant - Functional Testing - Motorized Gates/Valves (12 EA) - MBR	3	3	0%	01-Jul-25	03-Jul-25	31
Pre-Demonstration Period (Non-Potable Water)		80	80		15-Apr-25	22-Aug-25	2
Equipment Testing		80	80		15-Apr-25	22-Aug-25	2
North Plant		16	16		15-Apr-25	07-May-25	50
STU-1360	Functional/Performance Testing - Relift Pumps (3 EA) - Odessa Pumps	4	4	0%	15-Apr-25	21-Apr-25	50
STU-1630	Functional/Performance Testing - Cloth Media Disk Filter System (2 EA) - Aqu	12	12	0%	22-Apr-25	07-May-25	50
South Plant		70	70		01-May-25	22-Aug-25	2
STU-1340	Functional/Performance Testing - Influent Pumps (4 EA) - Global Pump	3	3	0%	01-May-25	05-May-25	19
STU-1510	Functional/Performance Testing - PW Booster Pumps & Water Canon - Sluc	5	5	0%	01-May-25	07-May-25	51
STU-1540	South Plant - Plant Fill - 3.5MG @ 400 GPM	7	7	0%	20-May-25	27-May-25	14
STU-1220	Functional/Performance Testing - Grit Removal Booster Pumps - PTU	5	5	0%	16-Jun-25	20-Jun-25	16
STU-1310	Functional/Performance Testing - Grit Removal System - Smith & Loveless	5	5	0%	16-Jun-25	20-Jun-25	-4
STU-1330	Functional/Performance Testing - Fine Screen System - Huber Tech	6	6	0%	16-Jun-25	23-Jun-25	15
STU-1470	Functional/Performance Testing - Mixed Liquor Return Pumps (8 EA) - Globa	4	4	0%	19-Jun-25	24-Jun-25	6
STU-1420	Functional/Performance Testing - EQ Basin Bubble Mixing System - Pulsed H	3	3	0%	23-Jun-25	25-Jun-25	-4
STU-1210	Functional/Performance Testing - PW Booster Pumps & Spray Nozzles - EQ	4	4	0%	23-Jun-25	26-Jun-25	16
CX-105	Functional/Performance Testing - Bar Rake Screen & Washer Compactors -	3	3	0%	24-Jun-25	26-Jun-25	15
STU-1390	Functional/Performance Testing - Bioreactor Blowers (4 EA) - Aerzen	6	6	0%	19-Jun-25	26-Jun-25	10
STU-1290	Energize/Configure MBR System PLC (500-PLC-101) - Veolia	4	4	0%	25-Jun-25	30-Jun-25	-7
STU-1410	Functional/Performance Testing - WAS Pumps (5 EA) - Hugo	4	4	0%	25-Jun-25	30-Jun-25	6
STU-1460	Functional/Performance Testing - Bioreactor & RAS Submersible Mixers (18	5	5	0%	26-Jun-25	02-Jul-25	-4



Remaining Level of Effort ◆ Milestone
Primary Baseline
Actual Work
Remaining Work
Critical Remaining Work

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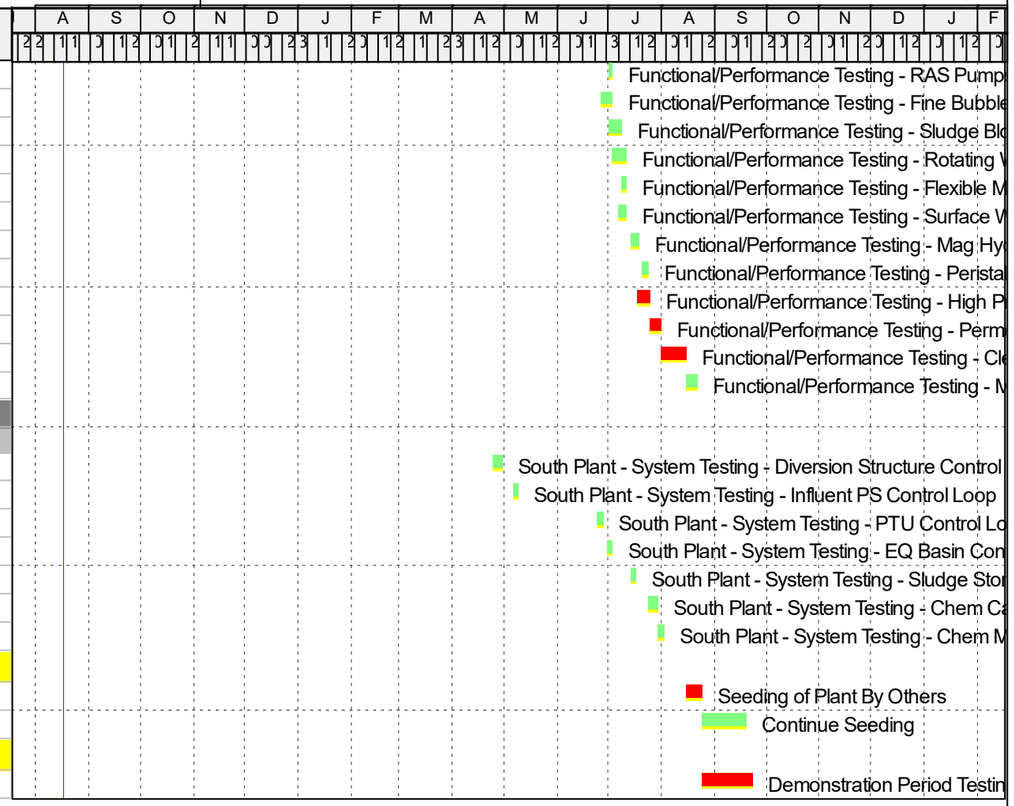
Activity ID	Activity Name	OD	RD	% Comp	Start	Finish	TF
STU-1350	Functional/Performance Testing - RAS Pumps (3 EA) - Global Pump	3	3	0%	01-Jul-25	03-Jul-25	5
STU-1500	Functional/Performance Testing - Fine Bubble Diffussers (Aeration Basin) - X	5	5	0%	27-Jun-25	03-Jul-25	10
STU-1380	Functional/Performance Testing - Sludge Blowers (2 EA) - Aerzen	5	5	0%	01-Jul-25	08-Jul-25	6
STU-1480	Functional/Performance Testing - Rotating Weir Skimming System (4 EA) - Ji	6	6	0%	03-Jul-25	11-Jul-25	-4
STU-1490	Functional/Performance Testing - Flexible Membrane Diffussers (Sludge Stor	3	3	0%	09-Jul-25	11-Jul-25	6
STU-1530	Functional/Performance Testing - Surface Waste/Foam Pump (2 EA) - Globa	5	5	0%	07-Jul-25	11-Jul-25	5
STU-1400	Functional/Performance Testing - Mag Hydroxide Mixers (2 EA) - Hayward G	5	5	0%	14-Jul-25	18-Jul-25	-4
STU-1370	Functional/Performance Testing - Peristaltic Metering Pumps (6 EA) - Watsor	4	4	0%	21-Jul-25	24-Jul-25	-4
STU-1550	Functional/Performance Testing - High Pressure Air System (MBR Basin) - V	5	5	0%	18-Jul-25	25-Jul-25	-19
STU-1300	Functional/Performance Testing - Permeate Pumps (3EA) - Veolia	5	5	0%	25-Jul-25	01-Aug-25	-19
STU-1440	Functional/Performance Testing - Clean In Place System - Veolia	10	10	0%	01-Aug-25	15-Aug-25	-19
STU-1450	Functional/Performance Testing - Membrane Blowers (4 EA) - Veolia	5	5	0%	15-Aug-25	22-Aug-25	2
System Testing		63	63		24-Apr-25	02-Aug-25	-4
South Plant		63	63		24-Apr-25	02-Aug-25	-4
CX-130	South Plant - System Testing - Diversion Structure Control Loop	5	5	0%	24-Apr-25	30-Apr-25	55
STU-1570	South Plant - System Testing - Influent PS Control Loop	4	4	0%	06-May-25	09-May-25	45
STU-1580	South Plant - System Testing - PTU Control Loop	4	4	0%	24-Jun-25	27-Jun-25	15
STU-1590	South Plant - System Testing - EQ Basin Control Loop	4	4	0%	30-Jun-25	03-Jul-25	15
STU-1620	South Plant - System Testing - Sludge Storage Control Loop	4	4	0%	14-Jul-25	17-Jul-25	6
STU-1600	South Plant - System Testing - Chem Carbon Control Loop	4	4	0%	24-Jul-25	29-Jul-25	-5
STU-1610	South Plant - System Testing - Chem Magnesum Control Loop	4	4	0%	29-Jul-25	02-Aug-25	-6
Pre-Demonstraton Period (Wastewater)		35	35		15-Aug-25	19-Sep-25	-24
CX-100	Seeding of Plant By Others	9	9	0%	15-Aug-25	24-Aug-25	-28
CX-170	Continue Seeding	26	26	0%	24-Aug-25	19-Sep-25	-24
Demonstration Period		30	30		24-Aug-25	23-Sep-25	-28
CX-110	Demonstration Period Testing	30	30	0%	24-Aug-25	23-Sep-25	-28



Remaining Level of Effort
Primary Baseline
Actual Work
Remaining Work
Critical Remaining Work
Milestone

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SECTION 01 75 13
STARTING, DEMONSTRATION AND TESTING OF SYSTEMS

PART 1 - GENERAL

1.1 SUMMARY

A. General:

1. Startup, pre-demonstration and demonstration of facility, systems, or equipment.
2. Personnel training.
3. Systems startup and demonstration period requirements.
4. CONTRACTOR shall pay all costs associated with system or facility startup unless otherwise noted.

B. Related Sections:

1. Section 01 12 16 – Sequence of Construction
2. Section 01 33 00 – Submittals
3. Section 01 43 33 – Manufacturer's Field Services
4. Section 01 70 00-PS – Execution Requirements
5. Section 01 75 00 – Starting and Adjusting
6. Section 01 75 19 – Water Leakage Test for Concrete Structures
7. Section 01 78 23 – Operations and Maintenance Data
8. Section 01 79 00-PS – Demonstration and Training
9. Section 23 05 93 – Testing, Adjusting, and Balancing for HVAC
10. Section 33 01 10.58 – Disinfection Potable Water Piping and Tanks
11. Section 40 01 05 – Field Testing of Piping Systems TX
12. Section 40 61 21 – Instrumentation and Control Systems Testing and Commissioning
13. Other related testing specs.

1.2 DEFINITIONS

A. Project System: Specific system, consisting of an independent arrangement of equipment, structures, components, piping, wiring, materials, or incidentals that performs an identifiable function which is both operational and safe.

B. Pre-Demonstration Period: Period of time, prior to and separate from the Demonstration Period of unspecified duration after initial construction and installation which CONTRACTOR, with assistance from Manufacturer's authorized representative, completes all work necessary, to make the system ready for the Demonstration Period.

1. Perform the following activities in sequence:
    1. Initial equipment check out installation and startup.
    2. Instrument check and final calibration.
    3. Equipment performance and functional testing in accordance with Division 1 and related technical sections.
    4. Correction of all discrepancies or functions prior to Demonstration Period.
    5. Personnel training.

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C. Demonstration Period: Period of time, of specified duration, following Pre-Demonstration Period, during which CONTRACTOR, with assistance from Manufacturer's authorized representative, completes all work necessary to complete the Demonstration Period and commission the systems. CONTRACTOR will be responsible for operations until all systems are commissioned, and effluent values are met as required by OWNER's TPDES permit. OWNER will take over operations after approval of effluent values meeting permit. CONTRACTOR responsible for equipment repairs or adjustments required by manufacturers until Final Completion. OWNER responsible for SCADA integration, functionality, and design performance.

D. Related System: Equipment or subsystem whose function is necessary for the startup, testing and operation of the Project System as a whole.

E. Project Milestones: Reference Division 1.

F. Substantial and Final Completion: Reference General Conditions, Supplementary Conditions, and Division 1.

1.3 SUBMITTALS

A. General:

1. Provide an experienced startup manager to develop and implement all startup services. Startup manager must have experience in wastewater treatment plant startup, including membrane bioreactor systems.
2. Submit startup plan for each piece of equipment, each structure, and entire facility no less than 8 weeks prior to planned initial startup of equipment and/or system. The final plan shall be approved not less than 4 weeks prior to planned initial startup.
3. Submit a Startup and Testing Plan that includes the following:
    1. Equipment checkout.
    2. Hydrostatic testing plan with water calculations and structure testing sequences.
    3. Piping testing plan, including flushing and testing of all piping connected to structures.
    4. Lock-out procedures and safety precautions.
    5. Utility requirements.
    6. Related items and piping which must be complete and the schedule for completion.
    7. Instrumentation settings.
    8. Temporary pumps, piping, and systems necessary for testing and startup.
    9. Operational support.
    10. Include all forms required by ENGINEER. This will include manufacturer checklists and certificates, startup checklists, and other forms in the specifications or in the ENGINEER's startup and commissioning plan, to be provided to CONTRACTOR in advance.
4. Submit in chronological order listed below prior to completion of Pre-Demonstration Period:
    1. Master operation and maintenance training schedule:

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1) Submit 90 days (minimum) prior to start up and checkout and first training session for OWNER'S personnel.
2) ~~Submit for review and approval by OWNER and ENGINEER.~~
3) Schedule to include:
   a) Target date for OWNER witnessing initial startup of each system.
   b) Target date and time for Operation and Maintenance training for each system, both field and classroom.
   c) Target date for initiation of Demonstration Period.
4) Include holidays observed by OWNER and ENGINEER.
5) Attend a schedule planning and coordination meeting 45 calendar days prior to first anticipated training session:
   a) Provide a status report and schedule-to-complete for requirements prerequisite to manufacturer's training.
   b) Identify initial target dates for individual manufacturer's training sessions.
6) ~~OWNER reserves the right to insist on a minimum 7 days' notice of rescheduled training session not conducted on master schedule target date for any reason.~~

Make all corrections or changes in the submittals required by the ENGINEER and resubmit until approved. Resubmit schedule to reflect any changes made to the schedule subsequent to approval.

5. Preliminary O&M Manual Submittal with all revisions incorporated:
   1. Submit 90 days (minimum) prior to startup of equipment or system to allow for ENGINEER review and Manufacturer modifications/resubmittal.
   2. In accordance with Section 01 33 00 – Submittals submit detailed testing procedures for shop tests, field performance tests, and final acceptance tests as specified in the various equipment sections. Submittals shall at a minimum include the following:
      1) Test procedures.
      2) Copies of test reports.
      3) Copies of Supplier's field service technician's reports.
   3. Preliminary Operations and Maintenance Manual to be provided by CONTRACTOR prior to scheduled training. Final version with test results to be submitted after startup and operations.
6. Startup Certifications:
   1. Request for inspection and documentation under provisions of Section 01 75 00 – Starting and Adjusting.
   2. Schedule ENGINEER and/or OWNER to witness each system pre-demonstration startup. Request to be received by the ENGINEER a minimum of five working days before scheduled startup. Longer lead time may be required to coordinate with OWNER'S personnel.
   3. Equipment installation and pre-demonstration startup certifications.
   4. Letter from CONTRACTOR verifying successful completion of all pre-

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demonstration startup activities including receipt of all specified items from manufacturers or suppliers as final item prior to initiation of Demonstration Period.

5. Letter from CONTRACTOR verifying successful completion of Demonstration Period startup activities, systems, and equipment startup.

1.4 SEQUENCING AND SCHEDULING

A. CONTRACTOR shall submit a sequencing and scheduling plan in accordance with Section 01 33 00 – Submittals for the starting, demonstration and testing of the project-related systems. Contractor to provide schedule in main schedule.

1.5 SYSTEM STARTUP AND ADJUSTING

A. Checkout Procedures:

1. Satisfactorily complete and confirm all pipe, equipment, wire and instrumentation tests as specified in the individual specification sections prior to starting equipment.
2. Develop startup checklist for all equipment, facilities and systems, including forms required by ENGINEER, and submit to ENGINEER for concurrence.
3. Coordinate schedule for startup of equipment, facilities and systems.
4. Notify the OWNER and ENGINEER 5 days prior to startup of each item.
5. Verify that each piece of equipment or system has been checked by Manufacturer's representative for proper lubrication, drive rotation, belt tension, control sequence, or other conditions that may cause damage.
6. Verify that tests, meter readings, and specified electrical characteristics agree with those required by the equipment or system manufacturer.
7. Verify wiring and support components for equipment are complete and tested.
8. Execute startup under supervision of responsible Manufacturer's authorized representative in accordance with Manufacturers' instructions.
9. Submit a manufacturer's Certificate of Proper Installation (COPI) and completed checklists in accordance with Section 01 33 00 – Submittals and the individual equipment specifications that equipment system has been properly installed and is functioning correctly.
10. Submit any forms required by ENGINEER.
11. Equipment manufacturer to supply report or checklist of equipment satisfactorily installed by CONTRACTOR. CONTRACTOR to submit for record purposes.

B. Startup Procedures:

1. Startup divided into four periods:
    1. Pre-Demonstration Period (dry) including performance of the following activities in sequence:
        1) Completion of Work to prepare facility, systems and equipment for Demonstration Period including checking installation of all equipment by Manufacturer's representative.
        2) Submission, resubmission as may be required and filing of all required submittals including but not limited to:

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a) Preliminary O&M Manuals.
b) Equipment checklists.
c) Loop checks.
d) Calibration records.

3) Training of personnel.
4) Checking and startup of equipment.

2. Pre-Demonstration Period utilizing clean (potable or non-potable) water including:
   1) Demonstrate functional integrity of facilities and systems.
   2) Training of personnel by Manufacturer's representatives.
3. Pre-Demonstration Period utilizing wastewater including:
   1) Demonstrate functional integrity of facilities and systems.
   2) Training of personnel by Manufacturer's representatives and ENGINEER.
4. Demonstration Period including:
   1) Demonstration of functional integrity of facilities and systems. Demonstration period should be 30 days of uninterrupted service of the facility in automatic mode.
   2) Filing of CONTRACTOR'S Notice of Substantial Completion and Request for Inspection.

2. Operation and Maintenance Manuals for equipment and system scheduled for startup and training:
   1. Confirm preliminary O&M manuals with all required revisions and updates are available and in OWNER'S possession prior to commencing training activities.
   2. Startup and demonstration period operations are not considered complete, nor will startup and demonstration period payments be made, until the Manufacturer's authorized representative completely and thoroughly reviews the approved preliminary O&M manual with OWNER during the equipment training session.
   3. Requirements for individual components may vary with construction staging, time, performance testing stipulations, construction schedule, etc. Individual equipment startup and performance testing requirements may exceed the related system demonstration period requirement.

PART 2 - PRODUCTS – NOT APPLICABLE

PART 3 - EXECUTION

3.1 MANUFACTURER'S FIELD SERVICES

A. Services Required:

1. Furnish the services of qualified field personnel from the manufacturers of equipment furnished and installed under this Contract, as required in Section 01 43 33 – Manufacturer's Field Services.
   1. Where such service is specified, CONTRACTOR shall not perform any Work related to the installation or operation of equipment furnished and installed

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under this Contract without direct observation and guidance of the Manufacturer's field personnel unless ENGINEER concurs otherwise.

2. CONTRACTOR shall arrange for manufacturer's representatives to furnish manufacturers Certificate of Proper Installation (COPI) and completed checklists to ENGINEER covering all work done when work on each item of equipment or system is completed.
3. Advise OWNER and ENGINEER of arrival at the Site of all manufacturer's field personnel or representatives.

B. Operation and Testing:

1. Place all Equipment in Operation:
    1. Place all equipment installed under this Contract into successful operation according to Manufacturer's instructions, including making all required adjustments, tests, operation checks, and the following:
        1) Cleaning, sounding, blowing-out, and flushing of lubricating oil and water systems, and other pipelines.
        2) Lubrication.
        3) Tests of lubrication system safety interlocks and system performance.
        4) Final alignment checks and measurements made under observation of OWNER. Alignment checks shall include opening connections, if required, to ensure there are no abnormal stresses on equipment from pipes, ducts, or other attachments. Alignment shall be within tolerances specified by the manufacturer, and measurements shall be recorded and furnished to ENGINEER and OWNER.
        5) Motor rotation checks before connecting couplings.
        6) Inspection of sleeve bearings for adequate contact.
        7) Checking of anchor-bolt tensions, trout, and shims. Tighten anchor bolts with calibrated torque wrenches using care not to over stress bolts.
    2. After "run-in" and acceptance of alignment, affix major equipment in place using standard tapered dowels with jack-out nuts at head end to facilitate removal.
    3. Record all above operations on forms furnished by ENGINEER.
    4. Furnish all necessary attendants and personnel as part of the work to accomplish the above operations until such time as individual items, systems, Equipment or sections of the plant are acceptable for operation by OWNER.
    5. Provide attendants on a continuous basis as required to complete events without interruption once they have been started.
    6. CONTRACTOR shall provide fuel and lubricants for placing equipment in operation.
    7. Owner to supply electricity, chemicals, seed sludge, SCADA integration, and required minimum influent flows to start up and run plant.
2. Performance Tests:
    1. Equipment Furnished Under this Contract:
        1) OWNER may conduct acceptance tests after installation to determine if

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the equipment installed as part of the Work performs in accordance with Contract Documents. Substantial Completion will be based on acceptable results of such tests.

2) No tests will be conducted on equipment for which manufacturer's Field Service is specified unless manufacturer's field representative is present and declares in writing that the equipment is ready for such test.

3) CONTRACTOR will be notified by OWNER so that CONTRACTOR can have a representative or manufacturer's representative present during any tests of Equipment for which Supplier's or manufacturer's Field Service is not specified.

2. The tests will be made as set forth in the Contract Documents unless the interested parties mutually agree upon some other manner of testing.

3.2 TESTING, ADJUSTING, AND BALANCING

A. Perform testing, adjusting, and balancing in accordance with the requirements of the individual equipment sections.

B. General requirements:

1. Unless otherwise noted, pay all costs of testing, including temporary facilities and connections.

2. Receive ENGINEER's approval for the application of all tests only after ENGINEER's inspection of equipment for conformance with the Specifications.

3. Perform in accordance with the relevant standards of the industry if not specified in the Contract Documents. Tests other than those specified are in accordance with General Conditions.

4. Provide the ENGINEER unrestricted access to attend and witness component testing.

5. Allow the ENGINEER unrestricted access to undertake system and operational testing and to support commissioning in a manner which does not affect manufacturer's warranty.

C. Procedures:

1. Refer to Section 01 75 00 – Starting and Adjusting.

2. Design testing procedures to duplicate, as nearly as possible, conditions of operation to ensure that the equipment is not damaged. Once the testing procedures have been reviewed and approved by the ENGINEER, organize by system into test packages and include the proper checkout, alignment, adjustment, and calibration signoff forms for each item of equipment and system.

3.3 PRE-DEMONSTRATION PERIOD

A. As required to meet the project requirements, perform Pre-Demonstration as defined below:

1. Equipment Startup:

1. Requirements for individual items of equipment are included in the Contract Documents.

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2. Prepare equipment to operate properly and safely and be ready to demonstrate functional integrity during Demonstration Period.
3. Perform equipment startup to extent possible without introducing water or wastewater flow.
4. For test tanks, pumps, filters, and similar equipment requiring fluid, use clean water.
5. Dispose of water used for equipment startup. Coordinate with ENGINEER and OWNER for location of disposal, either to the Influent Pump Station, emergency storage lagoons, or another location.
6. Prior to equipment startup:
    1) Conduct leak and pressure testing of all tanks and piping. Remove or flush debris, and clean systems.
    2) Check and confirm that all instrument and control loops are operational.
    3) Complete all electrical system checks.
    4) Make all submissions and resubmissions of manufacturer field reports, check lists, loop checks, calibration records and equipment installation certifications.
7. Procedures include, but are not necessarily limited to the following:
    1) Test, check and correct deficiencies of:
        a) Power, control, and monitoring circuits for continuity prior to connection to power source.
        b) Voltage of all circuits.
        c) Phase sequence.
        d) Cleanliness of connecting piping systems.
        e) Alignment of connected machinery.
        f) Vacuum and pressure of all closed systems.
        g) Lubrication.
        h) Valve orientation and position status for manual operating mode.
        i) Tankage for integrity using clean water Pumping equipment using clean water.
        j) Equipment operates within ranges specified and within manufacturers' acceptable limits.
        k) Instrumentation and control signal generation, transmission, reception, and response under provisions of Section 01 33 00 – Submittals.
        l) Tagging and identification systems.
        m) All equipment: Proper connections, alignment, calibration, and adjustment.
    2) Calibrate all safety equipment.
    3) Manually rotate movable parts to assure freedom of movement.
    4) "Bump" start electric motors to verify proper rotation.
    5) Provide all labor, supervision, calibrated instruments, calibrated

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measuring devices, utilities, maintenance, equipment, vehicles, or any other item necessary to startup and operate all equipment and systems.

6) Documentation:

a) Prepare log showing each equipment item subject to this paragraph and listing what is to be accomplished during equipment startup. Startup test reports submitted for record purposes.

i. Make all submissions and resubmissions required of preliminary log to ENGINEER prior to scheduling and performing startup activities.

b) Provide place for CONTRACTOR to record date and person accomplishing required work. Submit completed document before requesting inspection for Substantial Completion certification.

8. Clean Water Testing:

1) Individual pieces of equipment:

a) Perform testing for all individual pieces of equipment.

b) Provide testing per manufacturer requirements of successful continuous operation under full loading conditions for mutually agreed pieces of equipment as instructed by and coordinated with ENGINEER.

c) Cycle equipment through its full specified range of operation a minimum of five times during testing duration or as instructed by and coordinated with ENGINEER.

d) CONTRACTOR will be responsible for any temporary equipment, piping or wiring required to perform these tests.

2) Equipment Systems:

a) Testing shall be performed for all systems of equipment as defined below. Testing shall include the supporting systems, electrical, controls and instrumentation for the equipment defined below even if they are not specifically identified.

b) System testing to commence only following successful clean water testing of individual pieces of equipment.

c) Provide minimum 1 hour testing duration demonstrating successful continuous operation of each system as determined by and coordinated with ENGINEER.

d) Cycle equipment system through its full specified range of operation a minimum of five times during testing duration or as instructed by and coordinated with ENGINEER.

e) Operate and cycle all pieces of equipment comprising system at same time during the test, or as instructed by and coordinated with the ENGINEER.

f) Increase and decrease equipment speeds at the same time and rate, or as instructed by and coordinated with ENGINEER.

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g) CONTRACTOR shall be responsible for system testing of manufacturer-supplied PLC systems. ENGINEER's SCADA Integrator will be responsible for system testing of Plant PLC systems.

9. Wastewater Testing:

Added → 1) CONTRACTOR to coordinate wastewater transport and testing with ENGINEER and OWNER.

2) Individual pieces of equipment:

a) Perform testing for all individual pieces of equipment.

b) Provide testing per manufacturer requirements of successful continuous operation under full loading conditions for mutually agreed pieces of equipment as instructed by and coordinated with ENGINEER.

c) Cycle equipment through its full specified range of operation a minimum of five times during testing duration or as instructed by and coordinated with ENGINEER.

d) CONTRACTOR will be responsible for any temporary equipment, piping or wiring required to perform these tests.

3) Equipment systems:

a) Testing shall be performed for all systems of equipment as defined below. Testing shall include the supporting systems for the equipment even if those systems are not specifically identified.

b) System testing to commence only following successful Clean Water Testing of the system.

c) Provide minimum 1 hour testing duration demonstrating successful continuous operation of each system as determined by and coordinated with ENGINEER .

d) Cycle equipment system through its full specified range of operation a minimum of five times during testing duration or as instructed by and coordinated with ENGINEER.

e) Increase and decrease equipment speeds at the same time and rate, or as instructed and coordinated with ENGINEER.

Added → 10. Obtain certifications of compliance, without restrictions or qualifications, and deliver to ENGINEER.

3.4 DEMONSTRATION PERIOD

A. Demonstrate operation and maintenance of equipment and systems to OWNER'S personnel and ENGINEER within 30 days prior to date of Substantial Completion.

B. Utilize operation and maintenance manuals as basis for instruction. Review contents of manual with OWNER'S personnel in detail to explain all aspects of operation and maintenance.

C. Demonstrate startup, operation, control, adjustment, troubleshooting, servicing, maintenance, and shutdown of each item of equipment at scheduled times at equipment

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location.

D. Demonstrate the functional integrity of the mechanical, electrical, and control interfaces of the respective equipment and components comprising the facility or system as evidence of Substantial Completion.

E. Conduct the demonstration of functional integrity under full operational conditions.

F. OWNER will provide operational personnel to operate the plant. CONTRACTOR will assist with all other functions including but not limited to equipment operation and maintenance until successful completion of the Demonstration Period.

G. OWNER reserves the right to simulate operational variables, equipment failures, routine maintenance scenarios, etc., to verify the functional integrity of automatic and manual backup systems and alternate operating modes.

H. Duration of Demonstration Period, minimum of 30 consecutive days:

1. Time of beginning and ending of any Demonstration Period will be agreed upon by CONTRACTOR, OWNER, and ENGINEER in advance of initiating Demonstration Period.
2. Length of Demonstration Period other than specified will be agreed upon by CONTRACTOR, OWNER and ENGINEER in advance of initiating Demonstration Period.
3. Owner to operate plant under full discharge conditions.

I. Provide final field instruction on select systems and respond to any system problems or failures which may occur.

J. Provide all labor, supervision, utilities, maintenance, equipment, vehicles or any other item necessary to operate and demonstrate all systems being demonstrated.

K. ~~A minimum of one successful demonstration period as defined above is required for each system defined herein.~~

L. Demonstration periods and other startup requirements for individual system components may or may not be concurrent with Demonstration Period.

M. Failure of Demonstration:

1. If the aggregate amount of time to repair, alter or adjust individual equipment or systems result in equipment or systems being inoperable for 10 percent or greater of the Demonstration Period, the demonstration of functional integrity will be deemed to have failed.
    1. Inoperable shall be defined as the inability to treat wastewater which meets permit limits.
    2. In a lead-lag situation, a failure will not be constituted as long as a singular piece of equipment and/or system remains functional.
2. In the event of failure, the Demonstration Period will recommence after correction of the cause(s) of failure.
3. Upon recommencing the Demonstration Period, requirements and duration of startup shall be the same as the initial attempt to demonstrate functionality.
4. Coordination and completion of a subsequent Demonstration Period due to equipment failure ~~or absence of required CONTRACTOR personnel~~ shall be

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conducted at no additional expense to the OWNER.

3.5 PERSONNEL TRAINING

A. Refer to Section 01 43 33 – Manufacturer's Field Services and individual equipment specification sections.

B. Personnel training on individual equipment or manufacturer systems will not be considered completed unless:

1. All pre-training deliverables are received and approved before commencement of training on the individual equipment or system.
2. The equipment or system operates generally as intended.
3. All provisions of field and classroom training specifications are met.
4. Training not in compliance with the above will be performed again in its entirety by the manufacturer at no additional cost to OWNER.

C. Field and Classroom Training Requirements:

1. Organize and separate training sessions by maintenance and operation topics and identify on schedule.
2. Plan for minimum class attendance of 10 people at each session and provide sufficient classroom materials, samples, and handouts for those in attendance.
3. Cover information required in Operation and Maintenance manuals prepared according to Section 01 78 23 – Operation and Maintenance Data and submitted according to Section 01 33 00 – Submittals, and following areas as applicable to project systems:
    1) Operation of equipment.
    2) Lubrication of equipment.
    3) Maintenance and repair of equipment.
    4) Troubleshooting of equipment.
    5) Preventive maintenance procedures.
    6) Adjustments to equipment.
    7) Inventory of spare parts.
    8) Optimizing equipment performance.
    9) Capabilities.
    10) Operational safety.
    11) Emergency situation response.
    12) Takedown procedures (disassembly and assembly).
4. Maintain a log of classroom training provided including: Instructors, topics, dates, time, and attendance.

3.6 CONTRACTOR'S SUBSTANTIAL COMPLETION NOTICE AND REQUEST FOR INSPECTION OF PROJECT

A. File the notice when the following have been completed:

1. Construction work (brought to state of Substantial Completion).
2. Equipment Startup.

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3. Personnel Training.
4. Submittal of required documents.

B. ENGINEER will review required submittals for completeness within 5 calendar days of CONTRACTOR's notice. If complete, ENGINEER will complete inspection of the Work, within 10 calendar days of CONTRACTOR's notice.

C. ENGINEER will inform CONTRACTOR in writing of the status of the Work reviewed, within 15 calendar days of CONTRACTOR's notice.

5

1. Work determined not meeting state of Substantial Completion:
    1. CONTRACTOR: Correct deficiencies noted or submit plan of action for correction within 5 days of ENGINEER'S notification of determination.
    2. ENGINEER: Reinspect work within 5 days of CONTRACTOR notice of correction of deficiencies.
    3. Reinspection costs incurred by ENGINEER will be billed to OWNER who will deduct them from final payment due CONTRACTOR.
2. Work determined to be in state of tentative Substantial Completion: ENGINEER to prepare tentative "ENGINEER'S Certificate of Substantial Completion."
3. ENGINEER'S Certificate of Substantial Completion:
    1. Certificate tentatively issued subject to successful Demonstration of functional integrity.
    2. Issued for Project as a whole or for one or more Bid Package/GMP.
    3. Issued subject to completion or correction of items cited in the certificate (punch list).
    4. Issued with responsibilities of OWNER and CONTRACTOR cited.
    5. Executed by ENGINEER.
    6. Accepted by OWNER.
    7. Accepted by CONTRACTOR.

D. Upon successful completion of Demonstration Period, ENGINEER will endorse certificate attesting to the successful demonstration and citing the hour and date of ending the successful Demonstration Period of functional integrity as the effective date of Substantial Completion.

E. Prepare and insert additional data in operations and maintenance manuals when need for additional data becomes apparent during instruction.

F. Amount of time required for instruction on each item of equipment and system is that specified in individual sections.

3.7 COMMISSIONING

A. After completion of the Demonstration Period and certification by the ENGINEER that system and operational tests meet performance requirements, the OWNER will operate the facility, and CONTRACTOR will be responsible for warranty repairs.

B. CONTRACTOR: prior to start of Commissioning, remove temporary piping that may have been in use during the operational tests.

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Need to extend startup team pricing out by 30 days

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C. CONTRACTOR to provide required labor to support OWNER in order that the facility attains its fully operational mode until Substantial Completion is attained.

D. The OWNER'S operations and maintenance personnel will be responsible for operation of the facility or portion thereof. The facility shall be fully operational, capable of accepting design flows, and performing functions as designed.

E. The OWNER is responsible for normal operational and routine maintenance cost including, but not limited to, electricity, lubricants, chemicals, and screenings disposal fees.

F. CONTRACTOR shall be responsible for all costs for necessary repairs or replacements required to keep the facility operational.

G. The Commissioning period is 30 continuous days for all related systems for the facility.

END OF SECTION

SECTION 00 01 07
ENGINEER'S SEALS PAGE

Portion of Engineering Documents for Which Responsible	Name and License Number	Company Name, Address, and Business No.	Signature, Seal, and Date
01 75 13	Sherri van der Wege TX PE # 102702	Plummer 14755 Preston Rd, Ste 420 Dallas, TX 75254 TBPE Firm No. F-13	

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City of Sherman - WWTP South - Labor Rates

Worker Trade	Regular Rate	Overtime Rate	Double Time Rate
Carpenter Foreman	$ 84.97	$ 112.70	$ 140.43
Carpenter Helper/Material Handler	$ 57.24	$ 71.11	$ 84.97
Carpenter Journeyman	$ 75.73	$ 98.84	$ 121.95
Concrete Finisher Foreman	$ 84.97	$ 112.70	$ 140.43
Concrete Finisher Journeyman	$ 75.73	$ 98.84	$ 121.95
Laborer	$ 60.33	$ 75.73	$ 91.14
Maintenance Mechanic	$ 75.73	$ 98.84	$ 121.95
Maintenance Mechanic Heavy	$ 80.35	$ 105.77	$ 131.19
Millwright Foreman	$ 84.97	$ 112.70	$ 140.43
Millwright Journeyman	$ 80.35	$ 105.77	$ 131.19
Rigger Oiler	$ 80.35	$ 105.77	$ 131.19
Operator Crane >250Tn	$ 91.14	$ 121.95	$ 152.75
Operator Crane <250Tn	$ 91.14	$ 121.95	$ 152.75
Operator Dozer	$ 75.73	$ 98.84	$ 121.95
Operator Excavator	$ 75.73	$ 98.84	$ 121.95
Operator Foreman	$ 84.97	$ 112.70	$ 140.43
Operator Loader	$ 75.73	$ 98.84	$ 121.95
Operator Other	$ 75.73	$ 98.84	$ 121.95
Pipe Foreman	$ 84.97	$ 112.70	$ 140.43
Pipe Journeyman	$ 80.35	$ 105.77	$ 131.19
Pipe Journeyman apprentice 4th period	$ 75.73	$ 98.84	$ 121.95
Pipe Welder	$ 80.35	$ 105.77	$ 131.19
Rodman	$ 77.27	$ 101.15	$ 125.03
Teamster Journeyman	$ 60.33	$ 75.73	$ 91.14
Warehouse Operative Craft	$ 63.41	$ 80.35	$ 97.30
Warehouse Skilled Craft	$ 68.03	$ 87.28	$ 106.54

* The Labor rates above are valid until March 31 2025.

** The rates includes: Burden, Consumables, Small Tools and Supplies, Travel/Per Diem, Training, Overhead and Profit.

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City of Sherman - WWTP South - Equipment Rates

Equipment Description	BlueBook Rates - April 2024
Sedan*	$ 12.45
1/2 Ton Pickup	$ 39.60
1/2 Ton 4x4 Pickup	$ 41.69
3/4 Ton Pickup	$ 41.99
3/4 Ton Pickup - 4x4	$ 43.26
1 Ton Pickup	$ 52.66
Single Axle Lube Truck*	$ 54.00
Small Mechanic Truck*	$ 40.28
Large Water Truck	$ 99.86
Utility Trailers - Enclosed*	$ 5.66
Water Buffalo*	$ 6.92
Cat D4K	$ 63.91
Cat D5	$ 145.32
Cat D6	$ 148.47
Cat D6T LGP	$ 165.65
Cat D8	$ 274.43
Cat 140 Grader	$ 120.75
10-19 MT - CAT 315	$ 101.49
36-39 MT - CAT 335	$ 133.62
50 TO 59 MT - CAT 349	$ 194.17
84" Single Drum Vibro - CAT CS56B	$ 151.03
Walk Behind Roller (2-Drum) - RTKX-SC3	$ 69.69
Rough Terrain Crane 90-99 Ton - GR1000XL	$ 425.67
175-225 Ton - LTM-1160	$ 733.99
250-280 Ton - LTM-1250	$ 780.83
Porta Tank*	$ 21.15
Fuel Tank 1-8K*	$ 5.10
Articulated Dump Truck 40 Ton - HM400	$ 251.94
185 CFM Air Compressor - XAS 185	$ 42.54
Portable Light Plant	$ 7.08
Soil Stabilizer 650 - WR2500SK	$ 548.19
Road Broom - RJ350	$ 97.90
Cat 938 Loader	$ 65.14
Cat 966 Loader	$ 124.77
Skid Steer - CAT 289D3	$ 78.29
60' Manlift - JLG M600	$ 134.63
>10,000 lb. Extendable - XR1255	$ 139.29
Hydraulic Breaker - Large*	$ 125.55
Scissor Lift - Skyjack SJ3226	$ 29.01

* Kiewit internal rates has been used due to no equivalent on BlueBook.

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All prices shown in US dollars ($)

Rental Rate Blue Book®

April 2, 2024

Ford F-150 XL 4X2 GAS
Light Duty Trucks

Size Class:
2
Weight:
N/A

Configuration for F-150 XL 4X2 GAS

Power Mode	**Gasoline**	Wheelbase	**122.8 Inches**
Model Trim	**XL**	Gross Vehicle Weight Rating	**6010 Pounds**

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	**Weekly**	**Daily**	**Hourly**	**Hourly**	**Hourly**
Published Rates	USD $2,195.00	USD $615.00	USD $155.00	USD $23.00	USD $27.30	USD $39.77
Adjustments						
Region (100%)	-	-	-	-		
Model Year (2022: 98.59%)	(USD $30.90)	(USD $8.66)	(USD $2.18)	(USD $0.32)		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	**USD $2,164.10**	**USD $606.34**	**USD $152.82**	**USD $22.68**	**USD $27.30**	**USD $39.60**

Non-Active Use Rates	**Hourly**
Standby Rate	USD $6.76
Idling Rate	USD $30.80

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	23%	USD $504.85/mo
Overhaul (ownership)	45%	USD $987.75/mo
CFC (ownership)	15%	USD $329.25/mo
Indirect (ownership)	17%	USD $373.15/mo
Fuel (operating) @ USD 3.45	67.77%	USD $18.50/hr

Revised Date: 2nd quarter 2024

These are the most accurate rates for the selected Revision Date(s). However, due to more frequent online updates, these rates may not match Rental Rate Blue Book® Print. Visit the Cost Recovery Product Guide on our Help page for more information.

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Rental Rate Blue Book®

April 11, 2024

Ford F-150 XL 4X4 GAS
Light Duty Trucks

Size Class:
2
Weight:
N/A

Configuration for F-150 XL 4X4 GAS

Power Mode	**Gasoline**	Wheelbase	**122.8 Inches**
Model Trim	**XL**	Gross Vehicle Weight Rating	**6050 Pounds**

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	**Weekly**	**Daily**	**Hourly**	**Hourly**	**Hourly**
Published Rates	USD $2,465.00	USD $690.00	USD $175.00	USD $26.00	USD $27.88	USD $41.89
Adjustments						
Region (100%)	-	-	-	-		
Model Year (2022: 98.59%)	(USD $34.71)	(USD $9.71)	(USD $2.46)	(USD $0.37)		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	**USD $2,430.29**	**USD $680.29**	**USD $172.54**	**USD $25.63**	**USD $27.88**	**USD $41.69**

Non-Active Use Rates	**Hourly**
Standby Rate	USD $7.59
Idling Rate	USD $32.31

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	23%	USD $566.95/mo
Overhaul (ownership)	45%	USD $1,109.25/mo
CFC (ownership)	15%	USD $369.75/mo
Indirect (ownership)	17%	USD $419.05/mo
Fuel (operating) @ USD 3.45	66.36%	USD $18.50/hr

Revised Date: 2nd quarter 2024

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Rental Rate Blue Book®

April 11, 2024

Ford SUPER DUTY F-250 XL 4X2 GAS
Light Duty Trucks

Size Class:
2
Weight:
N/A

Configuration for SUPER DUTY F-250 XL 4X2 GAS

Power Mode	**Gasoline**	Wheelbase	**142 Inches**
Model Trim	**XL**	Gross Vehicle Weight Rating	**10000 Pounds**

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	**Weekly**	**Daily**	**Hourly**	**Hourly**	**Hourly**
Published Rates	USD $2,505.00	USD $700.00	USD $175.00	USD $26.00	USD $27.96	USD $42.19
Adjustments						
Region (100%)	-	-	-	-		
Model Year (2022: 98.59%)	(USD $35.27)	(USD $9.86)	(USD $2.46)	(USD $0.37)		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	**USD $2,469.73**	**USD $690.14**	**USD $172.54**	**USD $25.63**	**USD $27.96**	**USD $41.99**

Non-Active Use Rates	**Hourly**
Standby Rate	USD $7.72
Idling Rate	USD $32.53

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	23%	USD $576.15/mo
Overhaul (ownership)	45%	USD $1,127.25/mo
CFC (ownership)	15%	USD $375.75/mo
Indirect (ownership)	17%	USD $425.85/mo
Fuel (operating) @ USD 3.45	66.17%	USD $18.50/hr

Revised Date: 2nd quarter 2024

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April 11, 2024

Ford SUPER DUTY F-250 XL 4X4 GAS
Light Duty Trucks

Size Class:
2
Weight:
N/A

Configuration for SUPER DUTY F-250 XL 4X4 GAS

Power Mode	**Gasoline**	Wheelbase	**142 Inches**
Model Trim	**XL**	Gross Vehicle Weight Rating	**10000 Pounds**

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	**Weekly**	**Daily**	**Hourly**	**Hourly**	**Hourly**
Published Rates	USD $2,670.00	USD $750.00	USD $190.00	USD $29.00	USD $28.30	USD $43.47
Adjustments						
Region (100%)	-	-	-	-		
Model Year (2022: 98.59%)	(USD $37.59)	(USD $10.56)	(USD $2.68)	(USD $0.41)		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	**USD $2,632.41**	**USD $739.44**	**USD $187.32**	**USD $28.59**	**USD $28.30**	**USD $43.26**

Non-Active Use Rates	**Hourly**
Standby Rate	USD $8.23
Idling Rate	USD $33.46

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	23%	USD $614.10/mo
Overhaul (ownership)	45%	USD $1,201.50/mo
CFC (ownership)	15%	USD $400.50/mo
Indirect (ownership)	17%	USD $453.90/mo
Fuel (operating) @ USD 3.45	65.37%	USD $18.50/hr

Revised Date: 2nd quarter 2024

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April 11, 2024

Ford SUPER DUTY F-350 KING RANCH 4X2 GAS
Light Duty Trucks

Size Class:
2
Weight:
N/A

Configuration for SUPER DUTY F-350 KING RANCH 4X2 GAS

Power Mode	**Gasoline**	Wheelbase	**160 Inches**
Model Trim	**King Ranch**	Gross Vehicle Weight Rating	**10000 Pounds**

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	**Weekly**	**Daily**	**Hourly**	**Hourly**	**Hourly**
Published Rates	USD $3,930.00	USD $1,100.00	USD $275.00	USD $41.00	USD $30.95	USD $53.28
Adjustments						
Region (100%)	-	-	-	-		
Model Year (2021: 97.24%)	(USD $108.29)	(USD $30.31)	(USD $7.58)	(USD $1.13)		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	**USD $3,821.71**	**USD $1,069.69**	**USD $267.42**	**USD $39.87**	**USD $30.95**	**USD $52.66**

Non-Active Use Rates

	Hourly
Standby Rate	USD $11.94
Idling Rate	USD $40.21

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	23%	USD $903.90/mo
Overhaul (ownership)	45%	USD $1,768.50/mo
CFC (ownership)	15%	USD $589.50/mo
Indirect (ownership)	17%	USD $668.10/mo
Fuel (operating) @ USD 3.45	59.77%	USD $18.50/hr

Revised Date: 2nd quarter 2024

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April 2, 2024

Miscellaneous 5000 150
Off-Highway Water Tanker Trucks

Size Class:
To 199 hp
Weight:
30000 lbs

Configuration for 5000 150

Horsepower	**175.0**	Power Mode	**Diesel**
Tank Capacity	**5000.0 gal**		

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	**Weekly**	**Daily**	**Hourly**	**Hourly**	**Hourly**
Published Rates	USD $8,760.00	USD $2,455.00	USD $615.00	USD $92.00	USD $50.22	USD $99.99
Adjustments						
Region (100%)	-	-	-	-		
Model Year (2021: 99.74%)	(USD $22.99)	(USD $6.44)	(USD $1.61)	(USD $0.24)		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	**USD $8,737.01**	**USD $2,448.56**	**USD $613.39**	**USD $91.76**	**USD $50.22**	**USD $99.86**

Non-Active Use Rates	**Hourly**
Standby Rate	USD $36.24
Idling Rate	USD $73.75

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	32%	USD $2,803.20/mo
Overhaul (ownership)	27%	USD $2,365.20/mo
CFC (ownership)	22%	USD $1,927.20/mo
Indirect (ownership)	19%	USD $1,664.40/mo
Fuel (operating) @ USD 4.03	48.01%	USD $24.11/hr

Revised Date: 2nd quarter 2024

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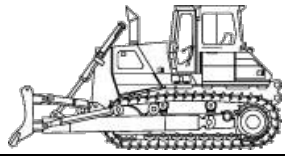
April 12, 2024

Caterpillar D4K2 XL (disc. 2020)
Standard Crawler Dozers

Size Class:
85 - 104 hp
Weight:
18080 lbs



Configuration for D4K2 XL (disc. 2020)

Dozer Type	**VPAT**	Horsepower	**92.0 hp**
Operator Protection	**ROPS/FOPS**	Power Mode	**Diesel**

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	**Weekly**	**Daily**	**Hourly**	**Hourly**	**Hourly**
Published Rates	USD $6,335.00	USD $1,775.00	USD $445.00	USD $67.00	USD $27.92	USD $63.91
Adjustments						
Region (100%)	-	-	-	-		
Model Year (2020: 100%)	-	-	-	-		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	**USD $6,335.00**	**USD $1,775.00**	**USD $445.00**	**USD $67.00**	**USD $27.92**	**USD $63.91**

Non-Active Use Rates

	Hourly
Standby Rate	USD $19.08
Idling Rate	USD $44.94

Rate Element Allocation

Element	**Percentage**	**Value**
Depreciation (ownership)	30%	USD $1,900.50/mo
Overhaul (ownership)	47%	USD $2,977.45/mo
CFC (ownership)	13%	USD $823.55/mo
Indirect (ownership)	10%	USD $633.50/mo
Fuel (operating) @ USD 4.03	32.06%	USD $8.95/hr

Revised Date: 2nd quarter 2024

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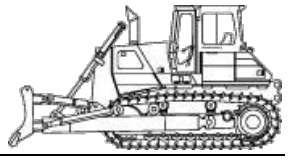
Rental Rate Blue Book®

April 22, 2024

Caterpillar D5
Standard Crawler Dozers

Size Class:
160 - 189 hp
Weight:
N/A



Configuration for D5

Dozer Type	**VPAT**	Horsepower	**170.0 hp**
Operator Protection	**IROPS**	Power Mode	**Diesel**

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	**Weekly**	**Daily**	**Hourly**	**Hourly**	**Hourly**
Published Rates	USD $14,795.00	USD $4,145.00	USD $1,035.00	USD $155.00	USD $61.26	USD $145.32
Adjustments						
Region (100%)	-	-	-	-		
Model Year (2020: 99.9%)	(USD $15.24)	(USD $4.27)	(USD $1.07)	(USD $0.16)		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	**USD $14,779.76**	**USD $4,140.73**	**USD $1,033.93**	**USD $154.84**	**USD $61.26**	**USD $145.24**

Non-Active Use Rates	**Hourly**
Standby Rate	USD $44.51
Idling Rate	USD $108.21

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	30%	USD $4,438.50/mo
Overhaul (ownership)	47%	USD $6,953.65/mo
CFC (ownership)	13%	USD $1,923.35/mo
Indirect (ownership)	10%	USD $1,479.50/mo
Fuel (operating) @ USD 4.03	39.55%	USD $24.23/hr

Revised Date: 2nd quarter 2024

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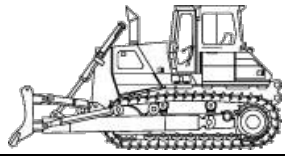
April 2, 2024

Caterpillar D6
Standard Crawler Dozers

Size Class:
190 - 259 hp
Weight:
N/A



Configuration for D6

Horsepower **215.0 hp**

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	**Weekly**	**Daily**	**Hourly**	**Hourly**	**Hourly**
Published Rates	USD $14,840.00	USD $4,155.00	USD $1,040.00	USD $155.00	USD $64.26	USD $148.58
Adjustments						
Region (100%)	-	-	-	-		
Model Year (2021: 99.87%)	(USD $19.49)	(USD $5.46)	(USD $1.37)	(USD $0.20)		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	**USD $14,820.51**	**USD $4,149.54**	**USD $1,038.63**	**USD $154.80**	**USD $64.26**	**USD $148.47**

Non-Active Use Rates	**Hourly**
Standby Rate	USD $44.63
Idling Rate	USD $112.10

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	30%	USD $4,452.00/mo
Overhaul (ownership)	47%	USD $6,974.80/mo
CFC (ownership)	13%	USD $1,929.20/mo
Indirect (ownership)	10%	USD $1,484.00/mo
Fuel (operating) @ USD 4.03	43.4%	USD $27.89/hr

Revised Date: 2nd quarter 2024

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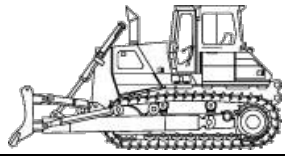
April 11, 2024

Caterpillar D6T LGP (disc. 2018)
Lgp Crawler Dozers

Size Class:
190 - 259 hp
Weight:
48024 lbs



Configuration for D6T LGP (disc. 2018)

Dozer Type	**Straight**	Horsepower	**200.0 hp**
Operator Protection	**EROPS**	Power Mode	**Diesel**

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	**Weekly**	**Daily**	**Hourly**	**Hourly**	**Hourly**
Published Rates	USD $16,620.00	USD $4,655.00	USD $1,165.00	USD $175.00	USD $71.22	USD $165.65
Adjustments						
Region (100%)	-	-	-	-		
Model Year (2018: 100%)	-	-	-	-		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	**USD $16,620.00**	**USD $4,655.00**	**USD $1,165.00**	**USD $175.00**	**USD $71.22**	**USD $165.65**

Non-Active Use Rates	**Hourly**
Standby Rate	USD $46.27
Idling Rate	USD $120.37

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	27%	USD $4,487.40/mo
Overhaul (ownership)	51%	USD $8,476.20/mo
CFC (ownership)	13%	USD $2,160.60/mo
Indirect (ownership)	9%	USD $1,495.80/mo
Fuel (operating) @ USD 4.03	36.42%	USD $25.94/hr

Revised Date: 2nd quarter 2024

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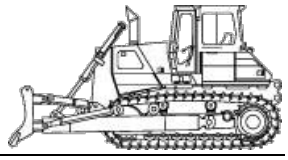
April 11, 2024

Caterpillar D8T (disc. 2023)
Standard Crawler Dozers

Size Class:
260 - 359 hp
Weight:
75845 lbs



Configuration for D8T (disc. 2023)

Dozer Type	**Semi-U**	Horsepower	**310.0 hp**
Operator Protection	**EROPS**	Power Mode	**Diesel**

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	**Weekly**	**Daily**	**Hourly**	**Hourly**	**Hourly**
Published Rates	USD $28,990.00	USD $8,120.00	USD $2,030.00	USD $305.00	USD $109.71	USD $274.43
Adjustments						
Region (100%)	-	-	-	-		
Model Year (2023: 100%)	-	-	-	-		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	**USD $28,990.00**	**USD $8,120.00**	**USD $2,030.00**	**USD $305.00**	**USD $109.71**	**USD $274.43**

Non-Active Use Rates	**Hourly**
Standby Rate	USD $87.30
Idling Rate	USD $204.93

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	30%	USD $8,697.00/mo
Overhaul (ownership)	47%	USD $13,625.30/mo
CFC (ownership)	13%	USD $3,768.70/mo
Indirect (ownership)	10%	USD $2,899.00/mo
Fuel (operating) @ USD 4.03	36.65%	USD $40.21/hr

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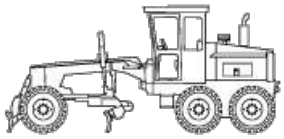
April 11, 2024

Caterpillar 140 GC
Articulated Frame Graders

Size Class:
170 - 199 hp
Weight:
N/A



Configuration for 140 GC

Moldboard Size	**12 ft**	Horsepower	**176 hp**
Operator Protection	**ROPS/FOPS**	Power Mode	**Diesel**

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	**Weekly**	**Daily**	**Hourly**	**Hourly**	**Hourly**
Published Rates	USD $12,180.00	USD $3,410.00	USD $855.00	USD $130.00	USD $51.64	USD $120.84
Adjustments						
Region (100%)	-	-	-	-		
Model Year (2021: 99.87%)	(USD $16.00)	(USD $4.48)	(USD $1.12)	(USD $0.17)		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	**USD $12,164.00**	**USD $3,405.52**	**USD $853.88**	**USD $129.83**	**USD $51.64**	**USD $120.75**

Non-Active Use Rates	**Hourly**
Standby Rate	USD $36.63
Idling Rate	USD $91.80

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	23%	USD $2,801.40/mo
Overhaul (ownership)	47%	USD $5,724.60/mo
CFC (ownership)	16%	USD $1,948.80/mo
Indirect (ownership)	14%	USD $1,705.20/mo
Fuel (operating) @ USD 4.03	43.94%	USD $22.69/hr

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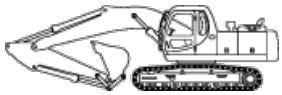
Caterpillar 315
Crawler Mounted Hydraulic Excavators



Size Class:
14.5 - 16.4 mt
Weight:
N/A

Configuration for 315

Bucket Capacity	**0.7 cu yd**	Horsepower	**108 hp**
Operating Weight	**34000 lbs**	Power Mode	**Diesel**

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	**Weekly**	**Daily**	**Hourly**	**Hourly**	**Hourly**
Published Rates	USD $12,105.00	USD $3,390.00	USD $850.00	USD $130.00	USD $32.80	USD $101.58
Adjustments						
Region (100%)	-	-	-	-		
Model Year (2021: 99.87%)	(USD $16.04)	(USD $4.49)	(USD $1.13)	(USD $0.17)		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	**USD $12,088.96**	**USD $3,385.51**	**USD $848.87**	**USD $129.83**	**USD $32.80**	**USD $101.49**

Non-Active Use Rates	**Hourly**
Standby Rate	USD $41.90
Idling Rate	USD $76.96

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	33%	USD $3,994.65/mo
Overhaul (ownership)	39%	USD $4,720.95/mo
CFC (ownership)	17%	USD $2,057.85/mo
Indirect (ownership)	11%	USD $1,331.55/mo
Fuel (operating) @ USD 4.03	25.21%	USD $8.27/hr

Revised Date: 2nd quarter 2024

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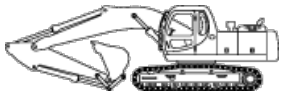
Caterpillar 335
Crawler Mounted Hydraulic Excavators



Size Class:
33.5 - 40.4 mt
Weight:
N/A

Configuration for 335

Bucket Capacity	**2.01 cu yd**	Horsepower	**273 hp**
Operating Weight	**77000 lbs**	Power Mode	**Diesel**

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	**Weekly**	**Daily**	**Hourly**	**Hourly**	**Hourly**
Published Rates	USD $14,755.00	USD $4,130.00	USD $1,035.00	USD $155.00	USD $49.90	USD $133.74
Adjustments						
Region (100%)	-	-	-	-		
Model Year (2021: 99.87%)	(USD $19.55)	(USD $5.47)	(USD $1.37)	(USD $0.21)		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	**USD $14,735.45**	**USD $4,124.53**	**USD $1,033.63**	**USD $154.79**	**USD $49.90**	**USD $133.62**

Non-Active Use Rates	**Hourly**
Standby Rate	USD $51.07
Idling Rate	USD $104.61

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	33%	USD $4,869.15/mo
Overhaul (ownership)	39%	USD $5,754.45/mo
CFC (ownership)	17%	USD $2,508.35/mo
Indirect (ownership)	11%	USD $1,623.05/mo
Fuel (operating) @ USD 4.03	41.86%	USD $20.89/hr

Revised Date: 2nd quarter 2024

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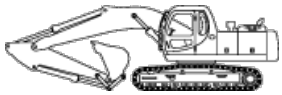
April 12, 2024

Caterpillar 349F (disc. 2019)
Crawler Mounted Hydraulic Excavators



Size Class:
50.5 - 66.4 mt
Weight:
N/A

Configuration for 349F (disc. 2019)

Horsepower	**417.0 hp**	Operating Weight	**117500.0 lbs**
Power Mode	**Diesel**		

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	**Weekly**	**Daily**	**Hourly**	**Hourly**	**Hourly**
Published Rates	USD $20,235.00	USD $5,665.00	USD $1,415.00	USD $215.00	USD $79.20	USD $194.17
Adjustments						
Region (100%)	-	-	-	-		
Model Year (2019: 100%)	-	-	-	-		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	**USD $20,235.00**	**USD $5,665.00**	**USD $1,415.00**	**USD $215.00**	**USD $79.20**	**USD $194.17**

Non-Active Use Rates

	Hourly
Standby Rate	USD $70.13
Idling Rate	USD $146.88

Rate Element Allocation

Element	**Percentage**	**Value**
Depreciation (ownership)	33%	USD $6,677.55/mo
Overhaul (ownership)	39%	USD $7,891.65/mo
CFC (ownership)	17%	USD $3,439.95/mo
Indirect (ownership)	11%	USD $2,225.85/mo
Fuel (operating) @ USD 4.03	40.29%	USD $31.91/hr

Revised Date: 2nd quarter 2024

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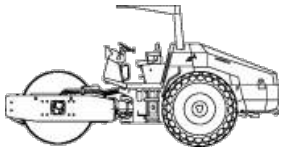
Rental Rate Blue Book®

April 12, 2024

Caterpillar CS56B
Single Drum Vibratory Compactors

Size Class:
11.5 - 14.4 mt
Weight:
N/A



Configuration for CS56B

Drum Type	**Smooth**	Drum Width	**84.0 in**
Horsepower	**143.0 hp**	Power Mode	**Diesel**

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	**Weekly**	**Daily**	**Hourly**	**Hourly**	**Hourly**
Published Rates	USD $15,715.00	USD $4,400.00	USD $1,100.00	USD $165.00	USD $61.86	USD $151.15
Adjustments						
Region (100%)	-	-	-	-		
Model Year (2021: 99.86%)	(USD $21.62)	(USD $6.05)	(USD $1.51)	(USD $0.23)		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	**USD $15,693.38**	**USD $4,393.95**	**USD $1,098.49**	**USD $164.77**	**USD $61.86**	**USD $151.03**

Non-Active Use Rates

	Hourly
Standby Rate	USD $64.20
Idling Rate	USD $104.15

Rate Element Allocation

Element	**Percentage**	**Value**
Depreciation (ownership)	37%	USD $5,814.55/mo
Overhaul (ownership)	28%	USD $4,400.20/mo
CFC (ownership)	20%	USD $3,143.00/mo
Indirect (ownership)	15%	USD $2,357.25/mo
Fuel (operating) @ USD 4.03	24.22%	USD $14.98/hr

Revised Date: 2nd quarter 2024

These are the most accurate rates for the selected Revision Date(s). However, due to more frequent online updates, these rates may not match Rental Rate Blue Book® Print. Visit the Cost Recovery Product Guide on our Help page for more information.

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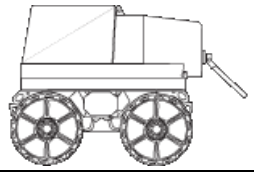
Rental Rate Blue Book®

April 11, 2024

Wacker Neuson RTKX-SC3
Trench Compactors

Size Class:
To 25 in
Weight:
N/A



Configuration for RTKX-SC3

Drum Width	**32.0 in**	Horsepower	**19.8**
Power Mode	**Diesel**		

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	**Weekly**	**Daily**	**Hourly**	**Hourly**	**Hourly**
Published Rates	USD $8,525.00	USD $2,390.00	USD $600.00	USD $90.00	USD $21.32	USD $69.76
Adjustments						
Region (100%)	-	-	-	-		
Model Year (2021: 99.86%)	(USD $11.73)	(USD $3.29)	(USD $0.83)	(USD $0.12)		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	**USD $8,513.27**	**USD $2,386.71**	**USD $599.17**	**USD $89.88**	**USD $21.32**	**USD $69.69**

Non-Active Use Rates	**Hourly**
Standby Rate	USD $20.32
Idling Rate	USD $51.62

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	24%	USD $2,046.00/mo
Overhaul (ownership)	58%	USD $4,944.50/mo
CFC (ownership)	9%	USD $767.25/mo
Indirect (ownership)	9%	USD $767.25/mo
Fuel (operating) @ USD 4.03	15.24%	USD $3.25/hr

Revised Date: 2nd quarter 2024

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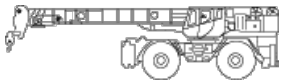
Rental Rate Blue Book®

April 11, 2024

Tadano GR-1000XL-2
Rough Terrain Hydraulic Cranes



Size Class:
80.5 - 110.4 mt
Weight:
N/A

Configuration for GR-1000XL-2

Axle Configuration	**4 X 4**	Maximum Boom Length	**154.2 ft**
Maximum Lift Capacity	**90.7 lbs**	Horsepower	**267**
Power Mode	**Diesel**		

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	**Weekly**	**Daily**	**Hourly**	**Hourly**	**Hourly**
Published Rates	USD $46,400.00	USD $12,995.00	USD $3,250.00	USD $490.00	USD $162.38	USD $426.02
Adjustments						
Region (100%)	-	-	-	-		
Model Year (2021: 99.87%)	(USD $61.49)	(USD $17.22)	(USD $4.31)	(USD $0.65)		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	**USD $46,338.51**	**USD $12,977.78**	**USD $3,245.69**	**USD $489.35**	**USD $162.38**	**USD $425.67**

Non-Active Use Rates	**Hourly**
Standby Rate	USD $147.44
Idling Rate	USD $307.38

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	30%	USD $13,920.00/mo
Overhaul (ownership)	44%	USD $20,416.00/mo
CFC (ownership)	16%	USD $7,424.00/mo
Indirect (ownership)	10%	USD $4,640.00/mo
Fuel (operating) @ USD 4.03	27.15%	USD $44.09/hr

Revised Date: 2nd quarter 2024

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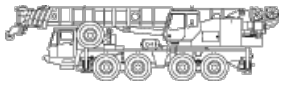
April 12, 2024

Liebherr LTM 1160-5.1 (disc. 2013)
All Terrain Hydraulic Cranes---Dual Engine



Size Class:
139.5 - 199.4 mt
Weight:
N/A

Configuration for LTM 1160-5.1 (disc. 2013)

Axle Configuration	**10 X 8 X 10**	Maximum Boom Length	**203.0 ft**
Maximum Lift Capacity	**159.66 lbs**	Horsepower	**197.0 hp**
Power Mode	**Diesel**		

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	**Weekly**	**Daily**	**Hourly**	**Hourly**	**Hourly**
Published Rates	USD $83,085.00	USD $23,265.00	USD $5,815.00	USD $875.00	USD $261.92	USD $733.99
Adjustments						
Region (100%)	-	-	-	-		
Model Year (2013: 100%)	-	-	-	-		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	**USD $83,085.00**	**USD $23,265.00**	**USD $5,815.00**	**USD $875.00**	**USD $261.92**	**USD $733.99**

Non-Active Use Rates

	Hourly
Standby Rate	USD $273.80
Idling Rate	USD $508.57

Rate Element Allocation

Element	**Percentage**	**Value**
Depreciation (ownership)	30%	USD $24,925.50/mo
Overhaul (ownership)	42%	USD $34,895.70/mo
CFC (ownership)	16%	USD $13,293.60/mo
Indirect (ownership)	12%	USD $9,970.20/mo
Fuel (operating) @ USD 4.03	13.94%	USD $36.50/hr

Revised Date: 2nd quarter 2024

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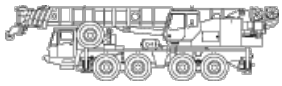
April 12, 2024

Liebherr LTM 1250-6.1 (disc. 2013)
All Terrain Hydraulic Cranes---Dual Engine



Size Class:
199.5 - 299.4 mt
Weight:
N/A

Configuration for LTM 1250-6.1 (disc. 2013)

Axle Configuration	**12 X 8 X 10**	Maximum Boom Length	**236.0 ft**
Maximum Lift Capacity	**551155 lbs**	Horsepower	**245**
Power Mode	**Diesel**		

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	**Weekly**	**Daily**	**Hourly**	**Hourly**	**Hourly**
Published Rates	USD $87,040.00	USD $24,370.00	USD $6,095.00	USD $915.00	USD $286.28	USD $780.83
Adjustments						
Region (100%)	-	-	-	-		
Model Year (2013: 100%)	-	-	-	-		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	**USD $87,040.00**	**USD $24,370.00**	**USD $6,095.00**	**USD $915.00**	**USD $286.28**	**USD $780.83**

Non-Active Use Rates

	Hourly
Standby Rate	USD $286.84
Idling Rate	USD $539.95

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	30%	USD $26,112.00/mo
Overhaul (ownership)	42%	USD $36,556.80/mo
CFC (ownership)	16%	USD $13,926.40/mo
Indirect (ownership)	12%	USD $10,444.80/mo
Fuel (operating) @ USD 4.03	15.86%	USD $45.40/hr

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Rental Rate Blue Book®

April 2, 2024

Komatsu HM400-5
Articulated Rear Dumps

Size Class:
34.5 mt & Over
Weight:
N/A

Configuration for HM400-5

Horsepower	**466.0 hp**	Power Mode	**Diesel**

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	**Weekly**	**Daily**	**Hourly**	**Hourly**	**Hourly**
Published Rates	USD $28,575.00	USD $8,000.00	USD $2,000.00	USD $300.00	USD $89.58	USD $251.94
Adjustments						
Region (100%)	-	-	-	-		
Model Year (2024: 100%)	-	-	-	-		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	**USD $28,575.00**	**USD $8,000.00**	**USD $2,000.00**	**USD $300.00**	**USD $89.58**	**USD $251.94**

Non-Active Use Rates

	Hourly
Standby Rate	USD $94.17
Idling Rate	USD $195.82

Rate Element Allocation

Element	**Percentage**	**Value**
Depreciation (ownership)	33%	USD $9,429.75/mo
Overhaul (ownership)	42%	USD $12,001.50/mo
CFC (ownership)	14%	USD $4,000.50/mo
Indirect (ownership)	11%	USD $3,143.25/mo
Fuel (operating) @ USD 4.03	37.35%	USD $33.46/hr

Revised Date: 2nd quarter 2024

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Rental Rate Blue Book®

April 22, 2024

Atlas Copco XAS 185 CD
Portable Rotary Screw Air Compressors

Size Class:
125 - 249 cu ft/min
Weight:
N/A

Configuration for XAS 185 CD

Horsepower **41.6 hp**

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	USD $3,990.00	USD $1,120.00	USD $280.00	USD $42.00	USD $19.93	USD $42.60
Adjustments						
Region (100%)	-	-	-	-		
Model Year (2021: 99.74%)	(USD $10.23)	(USD $2.87)	(USD $0.72)	(USD $0.11)		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	**USD $3,979.77**	**USD $1,117.13**	**USD $279.28**	**USD $41.89**	**USD $19.93**	**USD $42.54**

Non-Active Use Rates

	Hourly
Standby Rate	USD $7.46
Idling Rate	USD $28.64

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	15%	USD $598.50/mo
Overhaul (ownership)	67%	USD $2,673.30/mo
CFC (ownership)	10%	USD $399.00/mo
Indirect (ownership)	8%	USD $319.20/mo
Fuel (operating) @ USD 4.03	30.26%	USD $6.03/hr

Revised Date: 2nd quarter 2024

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Rental Rate Blue Book®

April 11, 2024

Multiquip GBX24B
Portable Light Towers

Size Class:
To 7 kW
Weight:
N/A

Configuration for GBX24B

Number Of Lights	**1**	Power Mode	**Diesel**
Tower Height	**27 ft**		

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	**Weekly**	**Daily**	**Hourly**	**Hourly**	**Hourly**
Published Rates	USD $680.00	USD $190.00	USD $48.00	USD $7.00	USD $3.22	USD $7.08
Adjustments						
Region (100%)	-	-	-	-		
Model Year (2021: 99.87%)	(USD $0.91)	(USD $0.25)	(USD $0.06)	(USD $0.01)		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	**USD $679.09**	**USD $189.75**	**USD $47.94**	**USD $6.99**	**USD $3.22**	**USD $7.08**

Non-Active Use Rates	**Hourly**
Standby Rate	USD $1.74
Idling Rate	USD $4.50

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	26%	USD $176.80/mo
Overhaul (ownership)	55%	USD $374.00/mo
CFC (ownership)	9%	USD $61.20/mo
Indirect (ownership)	10%	USD $68.00/mo
Fuel (operating) @ USD 4.03	19.88%	USD $0.64/hr

Revised Date: 2nd quarter 2024

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April 2, 2024

Wirtgen WR2500SK
Reclaimers/Stabilizers

Size Class:
501 hp & Over
Weight:
80469 lbs

Configuration for WR2500SK

Cutting Width	**96.0 in**	Mixing Depth	**20.0'**
Horsepower	**670.0 hp**	Power Mode	**Diesel**
Rotor Diameter	**58.0 in**		

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	**Weekly**	**Daily**	**Hourly**	**Hourly**	**Hourly**
Published Rates	USD $58,680.00	USD $16,430.00	USD $4,110.00	USD $615.00	USD $214.78	USD $548.19
Adjustments						
Region (100%)	-	-	-	-		
Model Year (2024: 100%)	-	-	-	-		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	**USD $58,680.00**	**USD $16,430.00**	**USD $4,110.00**	**USD $615.00**	**USD $214.78**	**USD $548.19**

Non-Active Use Rates

	Hourly
Standby Rate	USD $203.38
Idling Rate	USD $433.26

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	30%	USD $17,604.00/mo
Overhaul (ownership)	39%	USD $22,885.20/mo
CFC (ownership)	15%	USD $8,802.00/mo
Indirect (ownership)	16%	USD $9,388.80/mo
Fuel (operating) @ USD 4.03	46.49%	USD $99.85/hr

Revised Date: 2nd quarter 2024

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Rental Rate Blue Book®

April 11, 2024

Broce RJ-350
Self Propelled Pavement Brooms

Size Class:
All
Weight:
N/A

Configuration for RJ-350

Horsepower	**80.0**	Power Mode	**Diesel**

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	**Weekly**	**Daily**	**Hourly**	**Hourly**	**Hourly**
Published Rates	USD $9,880.00	USD $2,765.00	USD $690.00	USD $105.00	USD $41.84	USD $97.98
Adjustments						
Region (100%)	-	-	-	-		
Model Year (2021: 99.87%)	(USD $12.98)	(USD $3.63)	(USD $0.91)	(USD $0.14)		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	**USD $9,867.02**	**USD $2,761.37**	**USD $689.09**	**USD $104.86**	**USD $41.84**	**USD $97.90**

Non-Active Use Rates

	Hourly
Standby Rate	USD $21.86
Idling Rate	USD $67.98

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	19%	USD $1,877.20/mo
Overhaul (ownership)	61%	USD $6,026.80/mo
CFC (ownership)	10%	USD $988.00/mo
Indirect (ownership)	10%	USD $988.00/mo
Fuel (operating) @ USD 4.03	28.49%	USD $11.92/hr

Revised Date: 2nd quarter 2024

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Rental Rate Blue Book®

April 11, 2024

Caterpillar 938M
4-Wd Articulated Wheel Loaders

Size Class:
175 - 199 hp
Weight:
N/A

Configuration for 938M

Horsepower	**168.0 hp**	Operator Protection	**ROPS/FOPS**
Power Mode	**Diesel**		

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	**Weekly**	**Daily**	**Hourly**	**Hourly**	**Hourly**
Published Rates	USD $6,490.00	USD $1,820.00	USD $455.00	USD $68.00	USD $28.32	USD $65.19
Adjustments						
Region (100%)	-	-	-	-		
Model Year (2021: 99.86%)	(USD $8.89)	(USD $2.49)	(USD $0.62)	(USD $0.09)		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	**USD $6,481.11**	**USD $1,817.51**	**USD $454.38**	**USD $67.91**	**USD $28.32**	**USD $65.14**

Non-Active Use Rates

	Hourly
Standby Rate	USD $25.04
Idling Rate	USD $49.41

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	38%	USD $2,466.20/mo
Overhaul (ownership)	32%	USD $2,076.80/mo
CFC (ownership)	18%	USD $1,168.20/mo
Indirect (ownership)	12%	USD $778.80/mo
Fuel (operating) @ USD 4.03	44.46%	USD $12.59/hr

Revised Date: 2nd quarter 2024

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Rental Rate Blue Book®

April 11, 2024

Caterpillar 966M (disc. 2021)
4-Wd Articulated Wheel Loaders

Size Class:
275 - 349 hp
Weight:
N/A

Configuration for 966M (disc. 2021)

Horsepower **276.0 hp**

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	USD $12,465.00	USD $3,490.00	USD $875.00	USD $130.00	USD $53.95	USD $124.77
Adjustments						
Region (100%)	-	-	-	-		
Model Year (2021: 100%)	-	-	-	-		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	**USD $12,465.00**	**USD $3,490.00**	**USD $875.00**	**USD $130.00**	**USD $53.95**	**USD $124.77**

Non-Active Use Rates

	Hourly
Standby Rate	USD $48.16
Idling Rate	USD $89.70

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	38%	USD $4,736.70/mo
Overhaul (ownership)	32%	USD $3,988.80/mo
CFC (ownership)	18%	USD $2,243.70/mo
Indirect (ownership)	12%	USD $1,495.80/mo
Fuel (operating) @ USD 4.03	35%	USD $18.88/hr

Revised Date: 2nd quarter 2024

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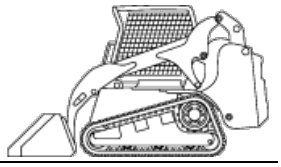
All prices shown in US dollars ($)

Rental Rate Blue Book®

April 12, 2024

Caterpillar 289D3
Compact Track Loaders

Size Class:
2501 - 2850 lbs
Weight:
N/A



Configuration for 289D3

Horsepower	**72.9 hp**	Operator Protection	**ROPS/FOPS**
Power Mode	**Diesel**		

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	**Weekly**	**Daily**	**Hourly**	**Hourly**	**Hourly**
Published Rates	USD $8,590.00	USD $2,405.00	USD $600.00	USD $90.00	USD $29.55	USD $78.36
Adjustments						
Region (100%)	-	-	-	-		
Model Year (2021: 99.86%)	(USD $11.77)	(USD $3.29)	(USD $0.82)	(USD $0.12)		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	**USD $8,578.23**	**USD $2,401.71**	**USD $599.18**	**USD $89.88**	**USD $29.55**	**USD $78.29**

Non-Active Use Rates	**Hourly**
Standby Rate	USD $23.40
Idling Rate	USD $59.60

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	23%	USD $1,975.70/mo
Overhaul (ownership)	52%	USD $4,466.80/mo
CFC (ownership)	11%	USD $944.90/mo
Indirect (ownership)	14%	USD $1,202.60/mo
Fuel (operating) @ USD 4.03	36.75%	USD $10.86/hr

Revised Date: 2nd quarter 2024

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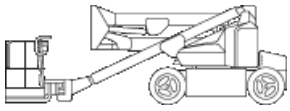
All prices shown in US dollars ($)

Rental Rate Blue Book®

April 11, 2024

JLG M600 (disc. 2001)
Electric Self-Propelled Articulating Aerial Lifts



Size Class:
51 - 60 ft
Weight:
14900 lbs

Configuration for M600 (disc. 2001)

Maximum Platform Capacity	**500.0 lbs**	Maximum Platform Height	**720.0 in**
Voltage	**48.0 V**	Power Mode	**Electric**

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	**Weekly**	**Daily**	**Hourly**	**Hourly**	**Hourly**
Published Rates	USD $19,395.00	USD $5,430.00	USD $1,360.00	USD $205.00	USD $24.43	USD $134.63
Adjustments						
Region (100%)	-	-	-	-		
Model Year (2001: 100%)	-	-	-	-		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	**USD $19,395.00**	**USD $5,430.00**	**USD $1,360.00**	**USD $205.00**	**USD $24.43**	**USD $134.63**

Non-Active Use Rates	**Hourly**
Standby Rate	USD $72.73
Idling Rate	USD $110.20

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	40%	USD $7,758.00/mo
Overhaul (ownership)	34%	USD $6,594.30/mo
CFC (ownership)	13%	USD $2,521.35/mo
Indirect (ownership)	13%	USD $2,521.35/mo

Fuel cost data is not available for these rates.

Revised Date: 2nd quarter 2024

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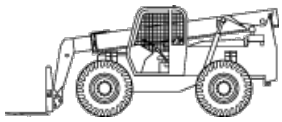
All prices shown in US dollars ($)

Rental Rate Blue Book®

April 12, 2024

Xtreme XR1255
Telescoping Boom Rough Terrain Lift Trucks



Size Class:
5.0 mt & Over
Weight:
N/A

Configuration for XR1255

Base Capacity	**12000.0 lbs**	Horsepower	**122**
Maximum Lift Height	**55.0 in**	Maximum Reach	**38.0 in**
Power Mode	**Diesel**		

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	**Weekly**	**Daily**	**Hourly**	**Hourly**	**Hourly**
Published Rates	USD $15,590.00	USD $4,365.00	USD $1,090.00	USD $165.00	USD $50.91	USD $139.49
Adjustments						
Region (100%)	-	-	-	-		
Model Year (2021: 99.77%)	(USD $35.95)	(USD $10.07)	(USD $2.51)	(USD $0.38)		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	**USD $15,554.05**	**USD $4,354.93**	**USD $1,087.49**	**USD $164.62**	**USD $50.91**	**USD $139.29**

Non-Active Use Rates	**Hourly**
Standby Rate	USD $35.35
Idling Rate	USD $102.19

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	17%	USD $2,650.30/mo
Overhaul (ownership)	60%	USD $9,354.00/mo
CFC (ownership)	11%	USD $1,714.90/mo
Indirect (ownership)	12%	USD $1,870.80/mo
Fuel (operating) @ USD 4.03	27.13%	USD $13.81/hr

Revised Date: 2nd quarter 2024

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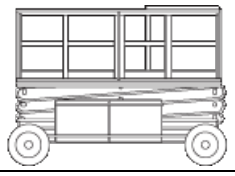
Rental Rate Blue Book®

May 22, 2024

Skyjack SJ3226
Electric Self Propelled Scissor Lifts

Size Class:
21 - 30 ft
Weight:
N/A



Configuration for SJ3226

Maximum Platform Capacity	**500 lbs**	Maximum Platform Height	**306 in**
Platform Size	**83 x 28 in**	Power Mode	**Electric**
Voltage	**24 V**		

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	USD $2,700.00	USD $755.00	USD $190.00	USD $29.00	USD $13.67	USD $29.01
Adjustments						
Region (100%)	-	-	-	-		
Model Year (2024: 100%)	-	-	-	-		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	**USD $2,700.00**	**USD $755.00**	**USD $190.00**	**USD $29.00**	**USD $13.67**	**USD $29.01**

Non-Active Use Rates

	Hourly
Standby Rate	USD $9.82
Idling Rate	USD $15.34

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	39%	USD $1,053.00/mo
Overhaul (ownership)	36%	USD $972.00/mo
CFC (ownership)	16%	USD $432.00/mo
Indirect (ownership)	9%	USD $243.00/mo

Fuel cost data is not available for these rates.

Revised Date: 2nd quarter 2024

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City of Sherman - WWTP South - Supervision Rates

Position	Hourly Rate	Comments
Sponsor	$ 250.00	GMP A
Project Manager	$ 225.00	GMP A
Construction Manager	$ 225.00	GMP A
Project Engineer / Scheduler / Commercial Manager	$ 175.00	GMP A
Document Control	$ 150.00	GMP A
Design Manager	$ 320.00	GMP A
Design Engineers	$ 250.00	GMP A
Startup & Performance Testing Manager	$ 225.00	GMP A
Safety Manager	$ 150.00	GMP A
Safety Engineer	$ 125.00	GMP A
Quality Managers	$ 150.00	GMP A
Quality Engineers	$ 125.00	GMP A
Survey Manager	$ 200.00	GMP A
Survey Engineers	$ 150.00	GMP A
Senior Business Manager	$ 150.00	GMP A
Business Manager	$ 150.00	GMP A
Administrative - Certified Payroll	$ 100.00	GMP A
Clerk	$ 100.00	GMP A
Interns	$ 100.00	GMP A
Site Services Superintendent	$ 225.00	GMP B
Equipment Superintendent	$ 175.00	GMP B
Procurement Manager / Procurement	$ 200.00	GMP B
Civil/Concrete Superintendent	$ 175.00	New
Civil/Concrete Field Engineer	$ 150.00	New
Electrical Superintendent	$ 175.00	New
Electrical Field Engineer	$ 150.00	New
Mechanical Superintendent	$ 175.00	New
Mechanical Field Engineer	$ 150.00	New

PLUMMER

August 6, 2024

Kiewit Water Facilities South Company
2050 Roanoke Road
Westlake, TX 76262

Re: Electrical SCADA Check Out Schedule Days

Dear Mr. Kyllo,

In coordination of the SCADA system with your construction schedule, we offer the following days required by Plummer to check out each system. The check out will be in two phases – Factory check and Field check. The days required are as follows:

1. Factory Test of Panels, 3 days for each group
    a. Influent Pump Station
        i. Influent Pump Station; 200-PLC-101
        ii. Sludge Holding Tank; 800-RIO-101
        iii. Alkalinity Storage Tank; 380-RIO-101
    b. Preliminary Treatment Unit
        i. Preliminary Treatment Unit; 300-PLC-101
        ii. Equalization Basin; 330-RIO-101
    c. Blower Building
        i. Blower Building; 450-PLC-101
        ii. BRB Basin 1; 400-RIO-101
        iii. BRB Basin 1; 400-RIO-102
        iv. Carbon Storage Tank; 370-RIO-101
    d. MBR Support Building
        i. MBR Support; 550-PLC-101
2. Fiber Optic, System Network Checkout 5 days.
3. Field IO Check Out,
    a. Influent Pump Station
        i. Influent Pump Station; 200-PLC-101, 2 days
        ii. Sludge Holding Tank; 800-RIO-101, 1/2 day
        iii. Alkalinity Storage Tank; 380-RIO-101, 1/1 day
    b. Preliminary Treatment Unit
        i. Preliminary Treatment Unit; 300-PLC-101, 2 days
        ii. Equalization Basin; 330-RIO-101, 1 day
    c. Blower Building
        i. Blower Building; 450-PLC-101, 1 day

ii. BRB Basin 1; 400-RIO-101, 3 days
iii. BRB Basin 1; 400-RIO-102, 3 days
iv. Carbon Storage Tank; 370-RIO-101, 1 day

d. MBR Support Building
i. MBR Support; 550-PLC-101, 1 day

4. Equipment Ethernet Check Out with Vendor
a. Influent Pump Station
i. Influent Pump Station; 200-PLC-101
1. Course Screen 1 and 2, 1 day
ii. Sludge Holding Tank; 800-RIO-101
1. Blowers/VFD, 1 day
iii. Alkalinity Storage Tank; 380-RIO-101
1. Chemical Feed Pumps, 1 day

b. Preliminary Treatment Unit
i. Preliminary Treatment Unit; 300-PLC-101
1. Grit System, 1 day
2. Fine Screens 1 and 2, 1 day
ii. Equalization Basin; 330-RIO-101, 1 day
1. Bubbler System, 1 day

c. Blower Building
i. Blower Building; 450-PLC-101, 1 day
1. Master Blower Control Panel, 2 days
2. MBR Air Scour Blowers, 2 day.
ii. BRB Basin 1; 400-RIO-101
1. Instrument controllers, 2 days
iii. BRB Basin 1; 400-RIO-102, 3 days
1. Instrument controllers, 2 days
iv. Carbon Storage Tank; 370-RIO-101, 1 day
1. Chemical Feed Pumps, 1 day

d. MBR Support Building
i. MBR Support; 550-PLC-101, 1 day
1. Membrane System PLC, 5 days.

Notes

1. Field IO Check: Check out is from field device to PLC to HMI screen. Field device must be powered, able to be operated and limit switches set.
2. Ethernet Check Out with Vendor: Check out is from field device to vendor panel to HMI screen. Field device must be powered, able to be operated and limit switches set.

In coordination of the SCADA system, Kiewit is responsible for providing I/O addresses for each device per specification 40 66 00 “Provide Process Control System Integration and related

services required to achieve a fully integrated and operation (sic) system per the plans and specifications." We would expect Kiewit to coordinate with vendors on I/O addresses required for their equipment. Plummer would like to have a list of all I/O addresses by September 30, 2024 to avoid delays in programing and check outs.

Regards,

Brian Beach, PE, CCM
Sherman Construction Manager

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08/26/2024 3:13:19 PM

Cost Proposal No.
11

TO: Kiewit

ATTN:

JOB NAME: Sherman MBR WWTP Date: August 14, 2024

REFERENCE:

Alterman Job # 635101

We have reviewed the requirements of:
as it pertains to the work of our Contract.

In Compliance with the terms of our Contract Agreement, we agree to perform the changed work for:

X Additional Amount of $ 405.14

Deductive Amount of

No Change in Contract Amount

This pricing is based on the following conditions:

X Quotation is valid for 30 days. Lack of direction concerning this work by that date will require re-evaluation of the work change.

Calendar days extension of Contract time is required.

Exclusions or conditions that vary from our Contract Agreement are as follows:

Price Option 2 for 30 day on call support during start-up maximum of 1 hour for arrival. This price is based on General Forman and a company vehicle for a 4 hour minimum per call out. Time is based on when the call is made till employee returns home. Price will very by percent depending on call out time and shown in Worksheet.

Bradley Ray
ALTERMAN REPRESENTATIVE

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08/26/2024 3:13:19 PM

Alterman **Cost Proposal No. 11**

COST PROPOSAL PRICING SHEET

Description Cost Proposal: 11

Prepared by: Bradley Ray

Date: 8/14/2024

A Item No.	B Description	C Units	D UM	E Labor Unit Cost Column S	F Labor Total Cost (C x E)	G Material Unit Cost	H Material Total Cost (C x G)	I Equipment Unit Cost	J Equipment Total Cost (C x I)	K Subcontract Unit Cost	L Subcontract Total Cost (C x K)	M Supplemental Work Sheet	N Supplemental Total Cost (C x M)	O Subtotal
	LABOR				$ -	$ -	$ -	$ -	$ -		$ -		$ -	$ -
1	Labor	4	LS	$ 62.57	$ 250.28	$ -	$ -		$ -		$ -		$ -	$ 250.28
		1	LS		$ -	$ -	$ -		$ -		$ -		$ -	$ -
	Materials				$ -	$ -	$ -		$ -		$ -		$ -	$ -
1	Materials	1	LS		$ -	$ -	$ -	$ -	$ -		$ -		$ -	$ -
		1	LS		$ -	$ -	$ -		$ -		$ -		$ -	$ -
	EQUIPMENT				$ -	$ -	$ -		$ -		$ -		$ -	$ -
1	Equipment	1	LS		$ -	$ -	$ -		$ -		$ -		$ -	$ -
		1	LS		$ -		$ -		$ -		$ -		$ -	$ -
	SUBCONTRACTORS				$ -		$ -		$ -		$ -	$ -	$ -	$ -
1	Subcontractors	1	LS		$ -		$ -		$ -	$ -	$ -	$ -	$ -	$ -
		1	LS		$ -		$ -		$ -		$ -	$ -	$ -	$ -
	BURDEN				$ -		$ -		$ -		$ -	$ -	$ -	$ -
	43.7% of Labor	1	LS		$ -		$ -		$ -		$ -	$ 109.37	$ 109.37	$ 109.37
		1	LS		$ -		$ -		$ -		$ -		$ -	$ -
	Per diem				$ -		$ -		$ -		$ -		$ -	$ -
					$ -		$ -		$ -		$ -		$ -	$ -
					$ -		$ -		$ -		$ -		$ -	$ -
				$ -	$ -		$ -		$ -		$ -		$ -	$ -

COLUMN SUBTOTALS			$ 250.28	$ -	$ -	$ -	$ -	$ 109.37	$ 359.65
11.6.2.2 Fee for work by Subcontractor	5.0%						$ -		$ -
11.6.2.1 Fee for Labor and Materials	15.0%		$ 37.54	$ -	$ -				$ 37.54
11.6.2.0 Fee for Equipment	15.0%								$ -

Price Option 1 for 30 day support during start-up. This price is based on Journeyman pay as Davis-Bacon requiring helper to be paid jou

SUBTOTAL CHANGE ORDER AMOUNT	$ 397.19
Bond and Insurance 2.0%	$ 7.94
GRAND TOTAL CHANGE ORDER AMOUNT	$ 405.14

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CHANGE ORDER WORKSHEET
Alterman, Inc.

0	DATE : 8/14/2024
	635101
	PREPARED BY:

DESCRIPTION OF WORK PERFORMED:

COST ANALYSIS:

Labor

Position	Unit	Quantity	Labor Cost Unit	Labor Cost Total	Position Total
General Forman	HR		$53.34	$0.00	$0.00
General Forman 3 pm-12 am	1X17.3% HR	4.0	$62.57	$250.28	$250.28
General Forman 12 am-7 am	1X31.4% HR		$70.09	$0.00	$0.00
				$0.00	$0.00
				$0.00	$0.00
				$0.00	$0.00
				$0.00	$0.00
				$0.00	$0.00
				$0.00	$0.00
				$0.00	$0.00
Total Amount of Hours Labor Only		4.0	**Total Labor Cost**		$250.28

Equipment

Item	Unit	Quantity	Equipment Unit	Equipment Total	Item Total
Storage Container	Day		$200.00	$0.00	$0.00
Office Trailer	Day	0.0	$400.00	$0.00	$0.00
Truck	Day	1.0	$160.00	$160.00	$160.00
Skid	Day	0.0	$400.00	$0.00	$0.00
Trench Compactor	Day	0.0	$326.00	$0.00	$0.00
Excavator	Day	0.0	$1,022.00	$0.00	$0.00
Roller Compactor	Day	0.0	$540.00	$0.00	$0.00
Sky Trak Ext Forklift	Day	0.0	$950.00	$0.00	$0.00
Jumping Jack	Day	0.0	$96.00	$0.00	$0.00
		0.0	**Total Equipment Cost**		$160.00

Materials

Item	Unit	Quantity	Material Unit	Material Total	Item Total
	EA	0	$0.00	$0.00	$0.00
			Total Material Cost		$0.00

Subcontractors

Company	Description of Work to be Performed (Supporting Information Attached)		Item Total
			$0.00
			$0.00
			$0.00
		Total Subcontractor Cost	$0.00
		TOTAL	$410.28

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United Rentals
POWER & HVAC

BRANCH H40
1012 W HARRIS RD
ARLINGTON TX 76001-6806
817-419-6345
817-419-6377 FAX

08/26/2024 3:13:25 PM

RENTAL QUOTE

235809361

Customer #	: 3487702
Quote Date	: 07/02/24
Estimated Out	: 11/13/24 10:00 AM
Estimated In	: 12/11/24 10:00 AM
UR Job Loc	: 302 CLIFF HESTAND RD
UR Job #	: 183
Customer Job ID:	
P.O. #	: TBD
Ordered By	: JACOB CLARK
Written By	: SALLY COX
Salesperson	: SALLY COX

Job Site

CITY OF SHERMAN # 105729
302 CLIFF HESTAND RD
SHERMAN TX 75090-3580

Office: 402-346-8535

KIEWIT WATER FAC SOUTH CO
PO BOX 452500
OMAHA NE 68145-2500

This is not an invoice
Please do not pay from this document

RENTAL ITEMS:

Qty	Equipment	Description	Minimum	Day	Week	Month	Estimated Amt.
1	2404051	GENERATOR 1200-1399 KVA		5,467.00	6,834.00	18,799.00	18,799.00
		********** RATES ARE BASED ON SINGLE SHIFT OPERATIONS UNLESS OTHERWISE STATED * SINGLE SHIFT = 8 HRS / DAY, 40 HRS / WEEK, 160 HRS / 4 WEEKS * DOUBLE SHIFT = 16 HRS / DAY, 80 HRS / WEEK, 320 HRS / 4 WEEKS * TRIPLE SHIFT = UNLIMITED USAGE ** DOUBLE SHIFT IS 1.5 X SINGLE RATE ** ** TRIPLE SHIFT IS 2 X SINGLE RATE ** ********** TO AVOID FUEL CHARGES THE UNIT MUST BE RETURNED WITH THE SAME LEVEL OF FUEL IT HAD AT THE START OF THE RENTAL. YOU MAY OPT FOR THE CONVENIENCE OF URI TO ARRANGE ONSITE FUELING SERVICES AND INVOICE UPON YOUR REQUEST. **********					
36	241/7662	CABLE 4/0 AWG 400 AMP 50' CAM		24.00	39.00	104.00	3,744.00
18	241/5970	CABLE TAIL 4/0 MCAM BARE END		8.00	10.00	26.50	477.00
18	241/5980	CABLE TAIL 4/0 FCAM BARE END		8.00	10.00	26.50	477.00
1	9207750	TANK FUEL DOUBLE WALL 1000-1250 GAL		530.00	663.00	1,816.00	1,816.00
2	2403410	GENERATOR 600-699 KVA		3,305.00	4,131.00	11,363.00	22,726.00
		********** RATES ARE BASED ON SINGLE SHIFT OPERATIONS UNLESS OTHERWISE STATED * SINGLE SHIFT = 8 HRS / DAY, 40 HRS / WEEK, 160 HRS / 4 WEEKS * DOUBLE SHIFT = 16 HRS / DAY, 80 HRS / WEEK, 320 HRS / 4 WEEKS * TRIPLE SHIFT = UNLIMITED USAGE ** DOUBLE SHIFT IS 1.5 X SINGLE RATE ** ** TRIPLE SHIFT IS 2 X SINGLE RATE ** ********** TO AVOID FUEL CHARGES THE UNIT MUST BE RETURNED WITH THE SAME LEVEL OF FUEL IT HAD AT THE START OF THE RENTAL. YOU MAY OPT FOR THE CONVENIENCE OF URI TO ARRANGE ONSITE FUELING SERVICES AND INVOICE UPON YOUR REQUEST. **********					
144	241/7662	CABLE 4/0 AWG 400 AMP 50' CAM		24.00	39.00	104.00	14,976.00
36	241/5970	CABLE TAIL 4/0 MCAM BARE END		8.00	10.00	26.50	954.00
36	241/5980	CABLE TAIL 4/0 FCAM BARE END		8.00	10.00	26.50	954.00
2	9207364	TANK FUEL DOUBLE WALL 500-550 GAL W/PUMP		326.00	408.00	1,112.00	2,224.00
						Rental Subtotal:	67,147.00

SALES/MISCELLANEOUS ITEMS:

Qty	Item		Price	Unit of Measure	Extended Amt.
2	BERM, CONTAINMENT 12' X 25' X 12"	[PT122512/PACTC]	400.000	EACH	800.00

CONTINUED

This proposal may be withdrawn if not accepted within 30 days. The above referenced Rental Protection Plan, environmental, and tax charges are estimates and are subject to change.

NOTICE: This is not a rental agreement. The rental of equipment and any items listed above is subject to availability and subject to the terms and conditions of the Rental and Service Agreement, which are available at https://www.unitedrentals.com/legal/rental-service-terms-US and which are incorporated herein by reference. A COPY OF THE RENTAL AND SERVICE AGREEMENT TERMS ARE AVAILABLE IN PAPER FORM UPON REQUEST.

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United Rentals
POWER & HVAC
BRANCH H40
1012 W HARRIS RD
ARLINGTON TX 76001-6806
817-419-6345
817-419-6377 FAX

08/26/2024 3:13:25 PM

RENTAL QUOTE

235809361

Customer #	: 3487702
Quote Date	: 07/02/24
Estimated Out	: 11/13/24 10:00 AM
Estimated In	: 12/11/24 10:00 AM
UR Job Loc	: 302 CLIFF HESTAND RD
UR Job #	: 183
Customer Job ID:	
P.O. #	: TBD
Ordered By	: JACOB CLARK
Written By	: SALLY COX
Salesperson	: SALLY COX

Job Site

CITY OF SHERMAN # 105729
302 CLIFF HESTAND RD
SHERMAN TX 75090-3580

Office: 402-346-8535

KIEWIT WATER FAC SOUTH CO
PO BOX 452500
OMAHA NE 68145-2500

This is not an invoice
Please do not pay from this document

SALES/MISCELLANEOUS ITEMS:

Qty	Item		Price	Unit of Measure	Extended Amt.
1	BERM, CONTAINMENT 12' X 25' X 12"	[PT122512/PACTC]	400.000	EACH	400.00
1	TX UNIT PROPERTY TAX	[DRSURTX/MCI]	77.527	EACH	77.53
1	TEXAS DIESEL TAX	[TXDSL/MCI]	730.875	EACH	730.88
1	DELIVERY CHARGE		3000.000	EACH	3,000.00
1	PICKUP CHARGE		3000.000	EACH	3,000.00

Sales/Misc Subtotal:	8,008.41
Agreement Subtotal:	75,155.41
Tax:	6,133.64
Estimated Total:	81,289.05

COMMENTS/NOTES:

CONTACT: JACOB CLARK
CELL#: 406-437-1818

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08/26/2024 3:13:31 PM

Janet.Randlebattiste

From: Charles.Wampler
Sent: Thursday, July 25, 2024 5:39 AM
To: Janet.Randlebattiste; Brady.Deason
Cc: maxime.cousineau
Subject: FW: [EXTERNAL] FW: [External]Rental Quote_235809361_3487702_KIEWIT WATER FAC SOUTH CO
Attachments: COR - 009 Generator Connections for Testing.pdf; Rental Quote_235809361.PDF

Follow Up Flag: Follow up
Flag Status: Flagged

Hi Janet,
Please create a new issue titled “Temp Power Generators for Plant Operations” and have Brett as responsible. When you create the issue folder, drop the attachments in as well as the email.

Thanks,
Charles

From: Brett.Brice <Brett.Brice@ticus.com>
Sent: Wednesday, July 24, 2024 3:36 PM
To: Charles.Wampler <Charles.Wampler@kiewit.com>
Subject: Fwd: [EXTERNAL] FW: [External]Rental Quote_235809361_3487702_KIEWIT WATER FAC SOUTH CO

Brett Brice
Electrical Superintendent
770 722 9861

Begin forwarded message:

> **From:** Bradley Ray <Bradley.Ray@goalterman.com>
> **Date:** July 23, 2024 at 9:22:51 AM CDT
> **To:** "Brett.Brice" <Brett.Brice@ticus.com>
> **Subject: RE: [EXTERNAL] FW: [External]Rental Quote_235809361_3487702_KIEWIT WATER FAC SOUTH CO**
>
> Brett,
> Please see attached proposal for COR-009 Generator Connections for Testing. Let me know if you have any questions.
> Thank you,
>
> **Bradley Ray**
> *Project Manager – Industrial Division*
>
> 600 E. Dallas Rd. | Grapevine, TX 76051

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Cell 214.675.4367 | Bradley.Ray@GoAlterman.com
www.GoAlterman.com
08/26/2024 3:13:31 PM

Alterman, Inc. | *employee owned*
Wired For Excellence | *since 1923*
Alterman, Inc. is a proud member of the Electric Roundtable

From: Brett.Brice <Brett.Brice@ticus.com>
Sent: Monday, July 22, 2024 3:10 PM
To: Bradley Ray <Bradley.Ray@goalterman.com>
Subject: [EXTERNAL] FW: [External]Rental Quote_235809361_3487702_KIEWIT WATER FAC SOUTH CO

Brad, would you beable to provide a price for setting up 3 generators for this gear.
Thanks, Brett

From: Charles.Wampler <Charles.Wampler@kiewit.com>
Sent: Monday, July 22, 2024 9:41 AM
To: Brett.Brice <Brett.Brice@ticus.com>
Cc: Jissel.Ramirez <Jissel.Ramirez@ticus.com>
Subject: RE: [External]Rental Quote_235809361_3487702_KIEWIT WATER FAC SOUTH CO

Hey Brett,
Have you had a chance to finish this? Can you have it done by COB tomorrow?

Thanks,
Charles

From: Charles.Wampler <Charles.Wampler@kiewit.com>
Sent: Monday, July 8, 2024 4:10 PM
To: Brett.Brice <Brett.Brice@ticus.com>
Subject: RE: [External]Rental Quote_235809361_3487702_KIEWIT WATER FAC SOUTH CO

Hi Brett,
When you are getting the fuel costs, can you put the costs into an excel sheet so show what are reoccurring monthly costs versus one time costs?

Let me know if you have questions on what I am looking for.

Thanks,
Charles

From: Brett.Brice <Brett.Brice@ticus.com>
Sent: Monday, July 8, 2024 11:36 AM
To: Charles.Wampler <Charles.Wampler@kiewit.com>; James.Goyer <James.Goyer@Kiewit.com>
Subject: Fwd: [External]Rental Quote_235809361_3487702_KIEWIT WATER FAC SOUTH CO

Still need to work on fuel costs.

Confidential
08/26/2024 2:13:31 PM

Brett Brice
Electrical Superintendent
770 722 9861

Begin forwarded message:

From: Sally Cox <spoole@ur.com>
Date: July 3, 2024 at 2:59:50 PM CDT
To: "Brett.Brice" <Brett.Brice@ticus.com>
Subject: [External]Rental Quote_235809361_3487702_KIEWIT WATER FAC SOUTH CO

You don't often get email from spoole@ur.com. Learn why this is important

Brett,
Please see the attached quote. I can easily adjust the cable count but wanted to have enough for planning purposes.

Happy 4th to you and your family.
Sally Cox
832-244-0317

Begin forwarded message:

From: "United Rentals, Inc." <NoReply@ur.com>
Date: July 2, 2024 at 9:50:16 AM CDT
To: Sally Cox <spoole@ur.com>
Subject: Rental Quote_235809361_3487702_KIEWIT WATER FAC SOUTH CO

Transaction created through UR-MAX Quote/Reservation

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08/26/2024 3:13:37 PM

Cost Proposal No.
9

TO: Kiewit

ATTN:

JOB NAME: Sherman MBR WWTP Date: July 23, 2024

REFERENCE: Generator Connection for Testing

Alterman Job # 635101

We have reviewed the requirements of:
as it pertains to the work of our Contract.

In Compliance with the terms of our Contract Agreement, we agree to perform the changed work for:

X Additional Amount of $ 14,099.10

Deductive Amount of

No Change in Contract Amount

This pricing is based on the following conditions:

Quotation is valid for 30 days. Lack of direction concerning this work by that date will require re-evaluation of the work change.

Calendar days extension of Contract time is required.

Exclusions or conditions that vary from our Contract Agreement are as follows:

Alterman to provide labor to connect rented generators to the local switchboards for plant startup and testing. This price includes terminating 108 cable tails and determing once testing is completed. This price also includes unrolling and placing 180 50' 4/0 cables and rolling up once testing is completed.

Bradley Ray
ALTERMAN REPRESENTATIVE

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08/26/2024 3:13:37 PM

Alterman **Cost Proposal No. 9**

COST PROPOSAL PRICING SHEET

Description Cost Proposal:
9

Prepared by: Bradley Ray
Date: 7/23/2024

A Item No.	B Description	C Units	D UM	E Labor Unit Cost Column S	F Labor Total Cost (C x E)	G Material Unit Cost	H Material Total Cost (C x G)	I Equipment Unit Cost	J Equipment Total Cost (C x I)	K Subcontract Unit Cost	L Subcontract Total Cost (C x K)	M Supplemental Work Sheet	N Supplemental Total Cost (C x M)	O Subtotal
	LABOR				$ -	$ -	$ -	$ -	$ -		$ -		$ -	$ -
1	Labor	216.7	LS	$ 40.20	$ 8,709.92	$ -	$ -		$ -		$ -		$ -	$ 8,709.92
		1	LS		$ -	$ -	$ -		$ -		$ -		$ -	$ -
	Materials				$ -	$ -	$ -		$ -		$ -		$ -	$ -
1	Materials	1	LS		$ -	$ -	$ -	$ -	$ -		$ -		$ -	$ -
		1	LS		$ -	$ -	$ -		$ -		$ -		$ -	$ -
	EQUIPMENT				$ -	$ -	$ -		$ -		$ -		$ -	$ -
1	Equipment	1	LS		$ -	$ -	$ -		$ -		$ -		$ -	$ -
		1	LS		$ -		$ -		$ -		$ -		$ -	$ -
	SUBCONTRACTORS				$ -		$ -		$ -		$ -	$ -	$ -	$ -
1	Subcontractors	1	LS		$ -		$ -		$ -	$ -	$ -	$ -	$ -	$ -
		1	LS		$ -		$ -		$ -		$ -	$ -	$ -	$ -
	BURDEN				$ -		$ -		$ -		$ -	$ -	$ -	$ -
	43.7% of Labor	1	LS		$ -		$ -		$ -		$ -	$ 3,806.24	$ 3,806.24	$ 3,806.24
		1	LS		$ -		$ -		$ -		$ -		$ -	$ -
	Per diem				$ -		$ -		$ -		$ -		$ -	$ -
					$ -		$ -		$ -		$ -		$ -	$ -
					$ -		$ -		$ -		$ -		$ -	$ -
				$ -	$ -		$ -		$ -		$ -		$ -	$ -

COLUMN SUBTOTALS					$ 8,709.92		$ -		$ -		$ -		$ 3,806.24	$ 12,516.16
11.6.2.2 Fee for work by Subcontractor	5.0%										$ -			$ -
11.6.2.1 Fee for Labor and Materials	15.0%				$ 1,306.49		$ -		$ -					$ 1,306.49
11.6.2.0 Fee for Equipment	15.0%													$ -

SUBTOTAL CHANGE ORDER AMOUNT	**$ 13,822.65**
Bond and Insurance 2.0%	**$ 276.45**
GRAND TOTAL CHANGE ORDER AMOUNT	**$ 14,099.10**

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08/26/2024 3:13:37 PM

CHANGE ORDER WORKSHEET
Alterman, Inc.

0	DATE : 7/23/2024
	635101
	PREPARED BY:

DESCRIPTION OF WORK PERFORMED:

COST ANALYSIS:

Labor

Position	Unit	Quantity	Labor Cost Unit	Labor Cost Total	Position Total
General Forman	HR	40.0	$53.34	$2,133.60	$2,133.60
Foreman	HR	55.0	$43.64	$2,400.20	$2,400.20
Safety	HR		$43.64	$0.00	$0.00
Journeyman	HR	82.9	$37.96	$3,146.12	$3,146.12
Apprentice	HR	38.8	$26.56	$1,030.00	$1,030.00
Laborer	HR		$35.00	$0.00	$0.00
Total Amount of Hours Labor Only		216.7	**Total Labor Cost**		$8,709.92

Equipment

Item	Unit	Quantity	Equipment Unit	Equipment Total	Item Total
Storage Container	Day	0.0	$200.00	$0.00	$0.00
Office Trailer	Day	0.0	$400.00	$0.00	$0.00
Gens	Day	0.0	$160.00	$0.00	$0.00
Skid	Day	0.0	$400.00	$0.00	$0.00
Trench Compactor	Day	0.0	$326.00	$0.00	$0.00
Excavator	Day	0.0	$1,022.00	$0.00	$0.00
Roller Compactor	Day	0.0	$540.00	$0.00	$0.00
Sky Trak Ext Forklift	Day	0.0	$950.00	$0.00	$0.00
Jumping Jack	Day	0.0	$96.00	$0.00	$0.00
		0.0	**Total Equipment Cost**		$0.00

Materials

Item	Unit	Quantity	Material Unit	Material Total	Item Total
From Material Worksheet	EA	0	$0.00	$0.00	$0.00
			Total Material Cost		$0.00

Subcontractors

Company	Description of Work to be Performed (Supporting Information Attached)	Item Total
		$0.00
		$0.00
		$0.00
		$0.00
	Total Subcontractor Cost	$0.00
	TOTAL	$8,709.92

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10/02/2024 11:48:05 AM

Item No.	Item Description	Discipline	Date Added to Log	Assumption, Clarification, Exception, Risk Item	Notes/Comments
1	Equipment/Material Needs	Startup and Commissioning	8/26/2024	Clarification	Trucking, temporary pumping, and all equipment/material needs during Seeding and Demonstration periods will be provided and managed by the City of Sherman and/or Plummer. This Scope of Work assumes Kiewit will only provide labor support during this time, including completion of any remaining functional/performance testing of equipment.
2	Wastewater Testing	Startup and Commissioning	8/26/2024	Clarification	Specification 01 75 13 – Starting, Demonstration and Testing of Systems Section 1.5.B.3. requires wastewater testing during the Pre-Demonstration period. Per discussions with Plummer, wastewater will first be introduced during the Demonstration period, and any performance testing that requires wastewater to complete (i.e., MBR System), will occur during the Demonstration Period. Kiewit's scope, schedule, and pricing assume only clean water testing occurs during the Pre-Demonstration period, during which all equipment functional testing will be completed.
3	Clean Water	Startup and Commissioning	8/26/2024	Clarification	This scope assumes that all clean water needed for Pre-Demonstration period testing will be taken from the North Plant effluent at the existing UV structure and conveyed to the South Plant as needed at no cost to the contractor. Following South Plant Pre-Demonstration Testing, the water will be returned to the North Plant and treated by City of Sherman for ultimate discharge per the terms of its TPDES permit.
4	Utility Cost	Startup and Commissioning	8/26/2024	Exclusion	All utility costs (power, water, chemicals, etc.) are excluded.
5	Demonstration Period	Startup and Commissioning	8/26/2024	Clarification	Per conversations with Plummer, the 30-day Demonstration Period will commence a maximum of 10 calendar days after beginning to seed the plant. Kiewit assumes that neither the start of the Demonstration Period nor achieving Substantial Completion will be driven by completion of seeding, as this is dependent upon hauling activities by others and plant influent flows and are outside Kiewit's control.
6	Testing	Startup and Commissioning	8/26/2024	Clarification	All PLC Programming, SCADA Integration, HMI screen development, related training, test plan development, and associated testing are the responsibility of Plummer and its subcontractor, TEK. Kiewit has allotted up to three (3) days of program testing and PID tuning (System Testing), for each system, into its schedule. Kiewit's schedule assumes that Plummer/TEK will provide the necessary resources to participate in all functional equipment testing activities, including concurrent testing of multiple systems, to confirm proper I/O with the SCADA system.
7	Electrical Service Drop	Startup and Commissioning	8/26/2024	Clarification	It is assumed that the electrical service drop added as part of WCD-0013 will be installed and functioning by September 1, 2024, and will be used as the primary source of power for the startup and commissioning phase of the project.
8	Testing and Training	Startup and Commissioning	8/26/2024	Exclusion	All testing and training requirements of equipment "supplied by others" outside of this contract are excluded (i.e. medium voltage paralleling switchgear, medium voltage pad mounted switches, medium voltage transformers, etc.). Energization and checkout of all medium voltage gear shall take place and be ready for Kiewit's use by February 7, 2025.
9	Starting, Demonstration and Testing of Systems	Startup and Commissioning	5/2/2024	Exclusion	Specification 01 75 13 – Starting, Demonstration and Testing of Systems Section 1.2.C. requires Contractor to meet effluent values of the Owner's TPDES permit. Kiewit assumes the process design is sufficient to meet the constituents and effluent values stated in TPDES Permit No. WQ0010329001 issued August 19, 2020. Any changes in permitted values or constituents that occurred after the stated permit issuance are outside Kiewit's control and are excluded. In addition, obtaining other permits or amendments for startup and commissioning are excluded and shall be the responsibility of Plummer and/or the City of Sherman. All sampling and lab testing is excluded from Kiewit's scope of work.
10	Labor Support	Startup and Commissioning	8/26/2024	Clarification	Kiewit has included the following labor support in its pricing for the different periods of Commissioning and Startup : Seeding Support - 10 Hours per Day, 6 Days per Week Demonstration Period (30 Calendar Days) - 24 Hours per Day, 7 Days per Week Commissioning - Excluded from Kiewit's Pricing (Daily rate to be provided for support beyond 30 Day Demonstration Period)
11	Witness Testing	Startup and Commissioning	8/26/2024	Clarification	Kiewit's scope assumes that City of Sherman and its Engineer will be available to witness testing, resolve any process issues as they arise, and respond to RFIs as required to maintain schedule.
12	Vender Training	Startup and Commissioning	8/26/2024	Clarification	Kiewit's scope assumes that vendor training will coincide with vendor site visits to support functional/performance testing of equipment, and that City Operators will be available for training as scheduled. Pricing for Kiewit staff to record training sessions has been included. An allowance item has been suggested to cover additional vendor trips as required and requested by the City of Sherman and/or Plummer.
13	Starting, Demonstration and Testing	Startup and Commissioning	8/26/2024	Clarification	Section 01 75 13 – Starting, Demonstration and Testing of Systems Section 1.2.C. states Owner will assume operations after the Demonstration Period is successfully completed, coinciding with South Plant Substantial Completion; but that Contractor is responsible for equipment repairs or adjustments required by manufacturers until Final Completion. Since plant operation is outside Kiewit's control upon the commencement of Demonstration Period, this scope assumes equipment repairs, adjustments, and maintenance are the responsibility of the City of Sherman at the start of Demonstration Period.
14	Remaining Construction and Punch List Activities	Startup and Commissioning	8/26/2024	Clarification	Kiewit assumes that any remaining construction and punch list activities that do not affect plant process may proceed concurrent with startup and commissioning, including during the Demonstration Period.
15	Redline	Startup and Commissioning	8/26/2024	Clarification	Kiewit's scope of work is based on the attached redline of Specification Section 01 75 13 – Starting, Demonstration and Testing of Systems.
16	Temporary Power	Startup and Commissioning	8/26/2024	Exclusion	Kiewit's proposed scope excludes providing temporary power for commissioning and startup; however, an allowance item has been suggested to cover any costs associated with providing temporary power to serve as a primary or backup source during the commissioning and startup period, which assumes a duration of 3 months. Any and all warranty issues, related to utilization of temporary power have been excluded.
17	Scope Gaps	Startup and Commissioning	8/26/2024	Exclusion	It is assumed that CMAR contingency may be used to cover any scope gaps associated with this and previous bid packages regarding commissioning and startup.
18	Demonstration Period	Startup and Commissioning	8/26/2024	Exclusion	Any temporary equipment or treatment needed during startup, where permanent infrastructure is insufficient for recirculation, conveyance, or treatment of water is excluded from Kiewit's scope; however, an allowance item has been suggested to cover any costs associated with such items during the commissioning and startup period.
19	Demonstration Period	Startup and Commissioning	8/26/2024	Clarification	Kiewit assumes a separate Demonstration Period for the new North Plant pumps and filters (anticipated to startup prior to the South Plant) is not required and has been excluded from Kiewit's pricing and schedule.
20	Bridge Crane	Startup and Commissioning	8/26/2024	Exclusion	Startup/load testing of the Bridge Crane is excluded as it is unclear when it will arrive onsite due to delays in design and procurement. It is assumed that HVAC commissioning can occur at any time during process commissioning activities.
21	Submittals	Startup and Commissioning	8/26/2024	Clarification	Kiewit's scope and schedule assume that the City and its Engineer will respond to startup and commissioning related submittals within 10 working days maximum and RFIs within 5 working days maximum.
22	Re-Testing of Equipment	Startup and Commissioning	8/26/2024	Exclusion	Any re-testing of equipment after completion of the Permanent Power Contract (installation of medium voltage paralleling switchgear and backup generators) is excluded.
23	Temporary / Permanent Power during demonstration testing	Startup and Commissioning	10/1/2024	Clarification	If the power fails due to no fault of Kiewit during the 30 day demonstration testing, the testing duration will resume once power is provided again in lieu of restarting the 30 day demonstration testing.

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10/02/2024 11:48:05 AM

PAPE-DAWSON ENGINEERS

DESIGN SUBMITTAL COMMENT - RESPONSE FORM
CITY OF SHERMAN - MAJOR INFRASTRUCTURE IMPROVEMENTS PROGRAM

Sherman CLASSIC TOWN. BROAD HORIZON.

PROJECT TITLE: COSK - South WWTP - MBR
DOCUMENT NAME: **COSK-KWT-PCO003 - WCD016 Startup and Commissioning**
DOCUMENT TYPE: PCO
DOCUMENT NO.: PCO 026
PREPARER: Kiewit
DATE SUBMITTED: 9/5/2024
REVIEWERS: Plummer, Pape-Dawson
DATE RESPONSE REQUIRED: 10/3/2024
RESPONDERS (Program Design Consultant): Pape-Dawson

Comment No.	Document Section/Chapter/Appendix	Page/Exhibit No./ Drawing Sheet No.	Reviewer Name/ Initials	Comment		Response / Resolution	Comments Resolved (Yes/No)
1	Cover Leter	1	Brian B.	Note: Schedule shown in PCO does not meet the potential substantial completion date of August 24, 2025.		Comment acknowledge. The Startup and commissioning does meet the Aug 24th date, however the Demonstration period is starting on August 24th. The schedule has been adjusted since the previous submittal and has been incorporated in the Final GMP.	yes
2	Basis of Estimate	2	Brian B.	69 weeks are already in GMP A		Please refer to the first paragraph which stated the following: ''Startup Manager started in May 2024 and will be required until August 2025 which represents 70 weeks. From March 2024 to July 2024 (22 weeks), there was 1 startup superintendent which helped develop the scope of work, assist with schedule development, and advance planning efforts for equipment startup and commissioning. The cost for these staff has not been incorporated in this PCO, as they have already been captured under Amendment 1 for GMP A. ''	yes
3	Basis of Estimate	2	Brian B.	Who are these people and what is their purpose?		Refer to comment #10	yes
4	Basis of Estimate	2	Brian B.	KIWE Engineering Support for Vendor and Subcontractor Alignment of 13 Mwks to be removed.		Comment acknowledge. Item has been removed.	yes
5	Basis of Estimate	2	Brian B.	I requested a Start up Manager and 4 man crew for 30 days. Testing and check out services in equipment/mechanical bids.		Comment acknowledge. 4 man crew for 30 days @ 10 hours per day has been incorporated for the craft workers. In regards to the staff, As per specification, there are multiple check that has to be made prior the demonstration period which you are refering to in this instance as well as post demonstration period link to close-out.	yes
6	Basis of Estimate	p.2 Paragraph 3.	Brian B.	Why is this not part of CMAR construction contract?		As per Amendment 01, the Startup scope included in the CMAR only consist of 1 Startup Manager for 69 weeks.	yes
7	Basis of Estimate	p.2 Paragraph 4.	Brian B.	Why is this not part of CMAR contract?		Refer to comment #7	yes
8	Basis of Estimate	p.2 Paragraph 5.	Brian B.	Specify duration		As identified on page 42, ''07 - Startup Manpower Schedule_Sherman'', the duration of testing represent from April 2025 to August 2025.	yes
9	Cost Breakdown Structure	p.22	Brian B.	1 person for 12 weeks - May to August 2025.		Refer to comment #3	yes
10	Cost Breakdown Structure	p.22	Brian B.	Define roles and responsibilities of each of these people.		-managing vendors/subcontractors (per schedule will have anywhere between 3-4 vendors on-site at any given time -coordinate power needs -coordinate training -on-site safety orientation -document testing results -submit testing results -assist with troubleshooting -coordinate with RLC/TEK/Alterman as needed -implement LOTO as needed -water management during testing -develop/execute test plans -order/maintain oil, grease, & lubricants -manage craft	yes
11	Cost Breakdown Structure	p.22	Brian B.	not on site?		Refer to comment #4.	yes
12	Cost Breakdown Structure	p.22	Brian B.	5 weeks per schedule		Not sure what the 5 weeks is referring to. Reference pg. 42 for additional info.	yes
13	Cost Breakdown Structure	p.22	Brian B.	Demonstration period is 30 days.		Comment Acknowledged	yes
14	04 - Startup and Commissioning P6 Schedule	p.24	Brian B.	All these activities are part of construction contract and part of specifications for vendor equipment.		Vendor costs are included in previous GMP's. Management costs to complete these activities was previously excluded (reference pg. 3)	yes
15	04 - Startup and Commissioning P6 Schedule	p.25	Brian B.	These activities are part of GMPH for A/G Electrical contract.		Vendor costs are included in previous GMP's. Management costs to complete these activities was previously excluded (reference pg. 3)	yes
16	04 - Startup and Commissioning P6 Schedule	p.25	Brian B.	Start up and commissioning activity by Kiewit.		Comment Acknowledged	yes
17	04 - Startup and Commissioning P6 Schedule	p.26	Brian B.	Start up activity requested 4 man crew for assistance as required.		Refer to comment #5	yes
18	05 - 01 75 13 Starting Demonstration and Testing of Systems_Final_Comparison with red line comments	p.29	Brian B.	Need 48 hours for this: ''OWNER reserves the right to insist on a minimum 7 days' notice of rescheduled training session not conducted on master schedule target date for any reason. ''		Comment Acknowledged	yes
19	05 - 01 75 13 Starting Demonstration and Testing of Systems_Final_Comparison with red line comments	p.39	Brian B.	Kiewit responsible for warranty repairs		Comment Acknowledged	yes
20	05 - 01 75 13 Starting Demonstration and Testing of Systems_Final_Comparison with red line comments	p.40	Brian B.	Substantial completion can be obtained after 30 day test complete.		Current schedule shows Substantial Completion after 30 Day Demonstration Test.	yes
21	07 - Startup Manpower Schedule_Sherman	p.42	Brian B.	Never requested Night Shift.		Comment acknowledge. Item has been removed and if Plummer request support in night shift during this period, compensation will be required.	yes
22	07 - Startup Manpower Schedule_Sherman	p.42	Brian B.	In the schedule, there is 7 days for pumping water around the facility which is done by Kiewit. Then there is 30 test period by Kiewit. Rest of testing and check out in construction contracts. Note: Kiewit should have included water and moving around in their construction contracts to test structures and gates per specifications.		Testing of equipment has been excluded from all previous GMPs. Reference pg. 3	yes

Confidential
10/02/2024 11:48:05 AM

PAPE-DAWSON ENGINEERS

DESIGN SUBMITTAL COMMENT - RESPONSE FORM
CITY OF SHERMAN - MAJOR INFRASTRUCTURE IMPROVEMENTS PROGRAM

Sherman
CLASSIC TOWN. BROAD HORIZON.

PROJECT TITLE: COSK - South WWTP - MBR
DOCUMENT NAME: **COSK-KWT-PCO003 - WCD016 Startup and Commissioning R2**
DOCUMENT TYPE: PCO
DOCUMENT NO.: PCO 026
PREPARER: Kiewit
DATE SUBMITTED: 9/24/2024
REVIEWERS: Plummer, Pape-Dawson
DATE RESPONSE REQUIRED: 10/22/2024
RESPONDERS (Program Design Consultant): Pape-Dawson

Comment No.	Document Section/Chapter/Appendix	Page/Exhibit No./ Drawing Sheet No.	Reviewer Name/ Initials	Comment		Response / Resolution	Comments Resolved (Yes/No)
1	Basis of Estimate	p.2	RM	Superintendent 55 MWk is more than needed for this work. 12 weeks is the maximum these staff will be working on this package. Justification item includes tasks that are covered under GMP I - Process Mechanical		15 weeks is the minimum required for planning on the startup, executing and closing up this scope of work.	yes
2	Basis of Estimate	p.2	RM	Field Engineer 60 MWk is more than needed for this work. 12 weeks is the maximum these staff will be working on this package. Justification item includes tasks that are covered under GMP I - Process Mechanical		15 weeks is the minimum required for planning on the startup, executing and closing up this scope of work.	yes
3	Cover Letter	p.1	RM	$609,000 Total reduction needed per the comments.		$615,094.10 reduction provided.	yes

Cost Breakdown Structure (CBS) Register

KIEWIT CORPORATION

20053365-136123-01P - Sherman PCO Backup--Sherman WWTP Construction

CBS Position Code	Description	Quantity	Unit of Measure (UoM)	Manhours (MH)	Man Count	Equipment Count	Production (UOM/MH)	Production (UOM/Crew Hr)	Unit Cost	Total Cost	Labor Cost	Construction Equipment Cost	Materials Cost	Supplies Cost	Subcontract Cost
4.3.3.3	PCO-0074 R2 - SU&C Water Needs	1.00	Each	0.00	0.00	0.00	0.00	0.00	$13,007.72	$13,007.72	$0.00	$0.00	$12,001.36	$0.00	$0.00
4.3.3.3.1	A - Direct Cost (Labor)	1.00	Each	0.00	0.00	0.00	0.00	0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
4.3.3.3.2	B - Direct Cost (Supervision)	1.00	Each	0.00	0.00	0.00	0.00	0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
4.3.3.3.3	C - Direct Cost (PM, Supplies, Equipment, Subs)	1.00	Each	0.00	0.00	0.00	0.00	0.00	$10,786.16	$10,786.16	$0.00	$0.00	$10,786.16	$0.00	$0.00
4.3.3.3.3.1	United Rentals Invoice	1.00	Each	0.00	0.00	0.00	0.00	0.00	$10,786.16	$10,786.16	$0.00	$0.00	$10,786.16	$0.00	$0.00
4.3.3.3.4	D- Indirect Cost	1.00	Each	0.00	0.00	0.00	0.00	0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
4.3.3.3.5	E - Est. B&I/COMM (1.50%)	1.00	Each	0.00	0.00	0.00	0.00	0.00	$161.79	$161.79	$0.00	$0.00	$161.79	$0.00	$0.00
4.3.3.3.6	F - G&A (9.622%)	1.00	Each	0.00	0.00	0.00	0.00	0.00	$1,053.41	$1,053.41	$0.00	$0.00	$1,053.41	$0.00	$0.00
4.3.3.3.7	G - Fee (8.50%)	1.00	Each	0.00	0.00	0.00	0.00	0.00	$1,006.36	$1,006.36	$0.00	$0.00	$0.00	$0.00	$0.00

PCO-0074 R2 SU&C Water Supply				
A	**DIRECTS - Labor**			
		LABOR	$	-
B	**DIRECTS - Supervision**			
		Supervision	$	-
C	**DIRECTS - Equip, PM, Supply, Subs**			
		Total	$	10,786.16
D	**Indirect Cost**			
		Itemized	$	-
E	**Est. Bonds/Insurance**			
	(on A, B, C, D)	1.50%	$	161.79
F	**G&A**			
	(on B, C, D, E)	9.622%	$	1,053.41
G	**Fee**			
	(on C, F)	8.50%	$	1,006.36
		TOTAL	**$**	**13,007.72**

All Resource Register

KIEWIT CORPORATION

20053365-136123-01P - Sherman PCO Backup--Sherman WWTP Construction

Resource Type	Resource Code	Description	Unit Cost (Scale 1)	Unit Cost (Scale 2)	Unit Cost (Scale 3)	Utilization Count	Unit of Measure
Unique Rate	UR INVOICE - PCO-074 R2	United Rentals Invoice #248224162-001 PCO-074 R2	$10,786.16	$0.00	$0.00	1.00	Each

United Rentals

FLUID SOLUTIONS
BRANCH DAL
7818 S COOPER ST
ARLINGTON TX 76001-7021
817-608-0576
817-385-4603 FAX

RENTAL RETURN INVOICE

248224162-001

Customer #	: 3487702
Invoice Date	: 06/25/25
Rental Out	: 05/20/25 08:00 AM
Rental In	: 06/19/25 10:31 AM
UR Job Loc	: 302 CLIFF HESTAND RD
UR Job #	: 183
Customer Job ID:	
P.O. #	: 4503936416
Ordered By	: GRIFFIN KEESLING
Reserved By	: COOPER JACKSON
Salesperson	: COOPER JACKSON

Job Site

CITY OF SHERMAN # 105729
302 CLIFF HESTAND RD
SHERMAN TX 75090-3580

Office: 402-346-8535

KIEWIT WATER FAC SOUTH CO
PO BOX 452500
OMAHA NE 68145-2500

Invoice Amount: $10,786.16

Terms: Net 30 Days
Payment options: Contact our credit office 704-967-4556
REMIT TO: UNITED RENTALS (NORTH AMERICA),INC.
PO BOX 840514
DALLAS TX 75284-0514

RENTAL ITEMS:

Qty	Equipment	Description	Minimum	Day	Week	Month	Amount
1	11530831	PUMP 6X3 VAC ASSIST - DIESEL Make: PIONEER Model: PP63C17L71 Serial: 00415Y Meter out: 1974.10 Meter in: 1980.00 SUCTION: 6 INCH MCAM DISCHARGE: 4 INCH MCAM	484.64	484.64	969.28	2,906.80	2,906.80
1	536/2920	HOSE 4X20 RUBBER SUCTION - CAMLOCK		45.30	90.59	271.77	271.77
1	537/2920	HOSE 6X20 RUBBER SUCTION - CAMLOCK		47.90	95.81	287.42	287.42
1500	545/2404	4" HDPE PIPE SDR 11		.15	.30	.60	900.00
1	545/6628	STRAINER 6" 6" FCAM STRAINER		13.01	26.02	78.04	78.04

Rental Subtotal: 4,444.03

SALES/MISCELLANEOUS ITEMS:

Qty	Item		Price	Unit of Measure	Extended Amt.
10	ASSEMBLY/DISMANTLE LABOR INSTALL LABOR	[AD LABOR/MCI]	150.000	EACH	1,500.00
10	ASSEMBLY/DISMANTLE LABOR TEARDOWN LABOR	[AD LABOR/MCI]	150.000	EACH	1,500.00
1	TX UNIT PROPERTY TAX	[DRSURTX/MCI]	5.398	EACH	5.40
1	TEXAS DIESEL TAX	[TXDSL/MCI]	124.602	EACH	124.60
1	DELIVERY CHARGE		1200.000	EACH	1,200.00
1	PICKUP CHARGE		1200.000	EACH	1,200.00

Sales/Misc Subtotal: 5,530.00

Agreement Subtotal: 9,974.03
Tax: 812.13
Total: 10,786.16

COMMENTS/NOTES:

CONTACT: GRIFFIN KEESLING
CELL#: 706-767-6371

ARE YOU OR YOUR EMPLOYEES IN NEED OF OPERATOR CERTIFICATION TRAINING?
CONTACT UNITED ACADEMY TODAY
844-222-2345 OR WWW.UNITEDRENTALS.COM/TRAINING

Effective February 1, 2024 and where permitted by law, United Rentals may impose a surcharge of 2.0% for credit card payments on charge accounts. This surcharge is not greater than our merchant discount rate for credit card transactions and is subject to sales tax.

NOTICE: This invoice is subject to the terms and conditions of the Rental and Service Agreement, which are available at https://www.unitedrentals.com/legal/rental-service-terms-US and which are incorporated herein by reference. A COPY OF THE RENTAL AND SERVICE AGREEMENT TERMS ARE AVAILABLE IN PAPER FORM UPON REQUEST.

PAPE-DAWSON ENGINEERS

DESIGN SUBMITTAL COMMENT - RESPONSE FORM
CITY OF SHERMAN - MAJOR INFRASTRUCTURE IMPROVEMENTS PROGRAM

Sherman
CLASSIC TOWN. BROAD HORIZON.

PROJECT TITLE: COSK - South WWTP - MBR
DOCUMENT NAME: **COSK-KWT-PCO-074 Clean Water Needs for Startup & Commissioning Rev. 1**
PREPARER: Kiewit
REVIEWERS: Plummer, Pape-Dawson
RESPONDERS (Program Design Consultant): Pape-Dawson

DOCUMENT TYPE: PCO
DOCUMENT NO.: PCO 074 R1
DATE SUBMITTED: 7/23/2025
DATE RESPONSE REQUIRED: 8/22/2025

Comment No.	Document Section/Chapter/Appendix	Page/Exhibit No./ Drawing Sheet No.	Reviewer Name/ Initials	Comment		Response / Resolution	Comments Resolved (Yes/No)
1	General	Merit and Summary	RM	Per discussions regarding water for demonstration and testing, we agree to pay for the cost of pump rental and G&A. Revise the PCO to reflect these items.		CMAR has revised PCO to include pump rental Bond/Insurance, G&A, and Fee.	

PLUMMER

Potential Change Order (PCO) Request

PROJECT NO:1422-005-03

PROJECT: South Wastewater Treatment Plant - MBR
OWNER: City of Sherman
CONTRACTOR: Kiewit Construction South
ENGINEER: Plummer Associates, Inc.
PCO NO.: 075

DESCRIPTION: **Blower Building Roof Deck Edge Support Detail**

NOTIFICATION BY CONTRACTOR

The Contractor proposes to make the additions, modifications, or deletions to the Work described in the Contract Documents, as shown in Attachment "A" and requests that you take the following action:

- ☐ Notify us that you concur that this change does not require a change in Contract time or amount and issue a Field Order.
- ☒ Issue a Change Order for performing the described change. Change in Contract amount is indicated in the attached detailed cost breakdown of labor, materials, equipment and all other costs associated with this change. Impacts on Contract Time are shown in the attached revised schedule.
- ☐ Authorize the Contractor to proceed with the described change. Payment will be requested at the unit price bid.
- ☐ Authorize the Contractor to proceed with the change under the time and materials provisions of the Contract.
- ☐ Authorize this change utilizing Approval of Contingency Fund.

By: Kory Kyllo Date: 4/25/2025

ENGINEER'S RESPONSE

We respond to your request as follows: **Recommended total Value of PCO 075 is $41,047.60**

- ☐ We concur that this is a no cost or time change. See attached/forthcoming Field Order No. / comments.
- ☐ Your proposal is recommended to the Owner with funding authorized by use of project Contingency Fund.
- ☒ Your proposal is recommended to the Owner. See attached/forthcoming proposed Change Order.
- ☐ Proceed with the change at the unit price bid.
- ☐ Proceed with the change under the time and materials provisions of the Contract.
- ☐ Additional information is required to evaluate this request. Provide information as described in the attached comments and resubmit.
- ☐ Potential Change Order Request is not accepted.

Construction Manager: _____ Date: 7/9/25

Engineer: _____ Date: 7-25-2025

Program Manager: _____ Date: 8/14/25

Owner: Thom T Smith P.E. _____ Date: 8/14/2025

PAPE-DAWSON ENGINEERS

Project: COSK South Wastewater Treatment Plant - MBR Project

Owner: City of Sherman

Subject: Potential Change Order Review Memorandum

PCO075 – Blower Building Roof Deck Edge Support Detail

Date: 6/19/25

This Potential Change Order (PCO) is provided in response to RFI COSK-STL-RFI-011. The RFI was generated to request guidance for the roof deck edge support that was not detailed in the design. The structural engineer approved the approach requested by the roof deck supplier that adds additional support to the roof deck edge. The cost also includes temporary building dry in installation that was needed to keep work inside the blower building on schedule for project completion.

Below is a summary table of the history of this Potential Change Order (PCO) showing all submittals and total cost. Written comments and responses that were made on the PCO are included at the end of the PCO documentation.

ID Number	Source (WCD, RFI, PCM)	Title	Submitted Date	Response Date	Total Cost or (Credit)
PCO 075	COSK-STL-DNG-RFI-0011	Blower Building Roof Deck edge support detail	4/25/2025	6/16/2025	$41,047.60

Reviews were provided by Plummer and Pape Dawson. It is the opinion of the combined project team that the cost provided in the final revision is an accurate cost for the work added and approval is recommended.

POTENTIAL CHANGE ORDER

Kiewit

Date: 04/24/2025	Potential Change Order #: PCO-0075	Revision #: 0
To: City of Sherman (COS) 220 W. Mulberry Street Sherman, TX 75090	Contract #: 1513-U Construction Manager at Risk (CMAR)	Project: South WWTP - MBR

Drawing, Specification, Equipment Number or Other Reference: COSK-STL-DNG-RFI-0011.00.RFI.00.01

Description of the Proposed Change Order Work: Steel Boss RFI 11 Blower Building Roof Deck edge support detail

CMAR received a response to COSK-STL-DNG-RFI-0011.00.RFI.00.01 on March 26th, 2025. CMAR is providing this PCO in accordance with General Conditions 1.01 A. 51., 10.01 A. and B., and 10.03 A. This PCO is also submitted in accordance with General Conditions 12.01.B.2 and the value of the Work will be determined by a mutually agreed lump sum. This mutually agreed lump sum is only applicable to this specific PCO-0075.

PCO-0075 consists of the change to add additional reinforcement to the decking edge and roof edge at the Blower Building from what was shown in the IFC drawings.

The schedule was impacted by this change. Due to the addition of the reinforcement, the Blower Building permanent dry-in was delayed. To maintain schedule activities for the interior Blower Building work, temporary dry-in was installed, which had additional cost.

Kiewit Water Facilities South Co.'s proposal for this package represents $41,047.60

This estimate is based on a 6-day workweek, 10 hours per day.

Kiewit has marked pages in this document “confidential” as they contain proprietary rates and other information that are trade secrets in reference to Texas Government Code 552.110.

This quote is valid for 30 days from date of submission in accordance with General Conditions 10.05 C. CMAR reserves the right to update the cost if those 30 days are exceeded.

Construction				**Estimated Effect on Contract Price**
Lump Sum ($)				Change Impact ($)
$41,047.60				**$41,047.60**

Detailed components of above categories must accompany this estimate (discipline, craft, commodity of material, etc.)

Estimated Effect on Project Schedule (calendar days)		**Estimated Effect on Contract Terms**
Substantial Completion	N/A	N/A
Final Completion	N/A	N/A

Recommended by: Kiewit Water Facilities South Co.

Project Manager: _____ Contractor

4/25/2025 Date

Basis of Estimate: Steel Boss RFI 11 Blower Building Roof Deck Edge Support Detail

Summary

1. **A – Direct Cost (Labor)**	Sub-Total	$0.00
2. **B – Direct Cost (Supervision)**	Sub-Total	$1,300.00
3. **C – Direct Cost (PM, Supplies, Equipment, Subs)**	Sub-Total	$32,828.78
4. **D – Indirect Cost**	Sub-Total	$0.00
5. **E – Est. B&I / COMM (1.50%)**	Sub-Total	$511.93
6. **F – G&A (9.622%)**	Sub-Total	$3,333.13
7. **G – Fee (8.50%)**	Sub-Total	$3,073.76
	Grand Total	**$41,047.60**

Initiator

Plummer: Email correspondences on 03/20/2025-03/24/2025 and COSK-STL-DNG-RFI-0011 Blower Building Roof Deck edge support detail response.

Merit

Provide additional structural steel reinforcement under the perimeter of the roof deck at the Blower Building to support roof decking.

Summary

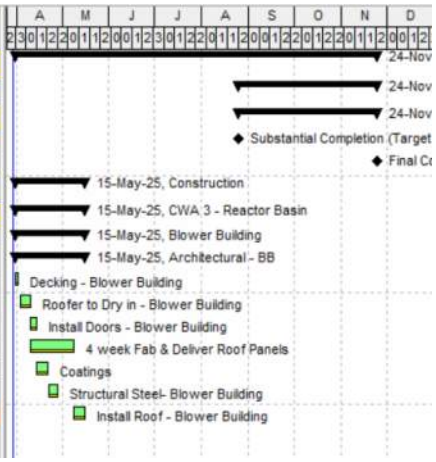
CMAR notified Plummer on March 20th, 2025, that the roof deck edge support at the Blower Building is missing in the design. CMAR proposed adding the support shown on page 3 of the Steel Boss RFI 11. This proposed design added C3x5 and C5x9 outriggers under the outer perimeter of the roof decking and added 4x4x1/4 angle around the perimeter of the decking. Kwasi Duose of Carollo approved this added design on March 24th, 2025. Steel Boss has provided the proposal for the added scope of the design.

The added scope had a schedule impact by delaying the permanent dry-in of the Blower Building. To maintain schedule activities for the interior Blower Building work, temporary dry-in was installed by Brothers Roofing Subcontractor, which had additional cost. The P6 schedule snippets below show the TIA performed on the situation. Before the roof deck edge support was needed and approved, the blower building roof was anticipated to finish on May 15th. With the addition of the supports, it pushed the completion of the roof and dry-in to June 5th. The installation of the temp dry-in material pulled the completion of the roof and dry-in back to May 28th, mitigating the delay.

KIEWIT WATER FACILITIES SOUTH CO.
2050 Roanoke Rd, Westlake, TX 76262

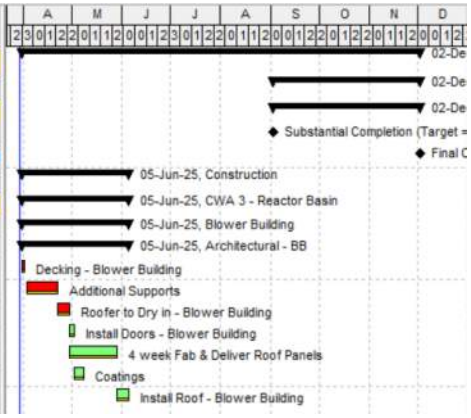
Before Temp Dry In

Activity ID	Activity Name	Original Duration	Start	Finish	Total Float
South WWTP MBR - CMAR Update Schedule		159	31-Mar-25	24-Nov-25	0
General / Milestones		91	25-Aug-25	24-Nov-25	0
Contractual		91	25-Aug-25	24-Nov-25	0
MILE-140	Substantial Completion (Target = 8/26/25)	0		25-Aug-25*	0
MILE-150	Final Completion (Target = 11/25/25)	0		24-Nov-25*	0
Construction		32	31-Mar-25	15-May-25	73
CWA 3 - Reactor Basin		32	31-Mar-25	15-May-25	73
Blower Building		32	31-Mar-25	15-May-25	73
Architectural - BB		32	31-Mar-25	15-May-25	73
BLOWB-480	Decking - Blower Building	2	31-Mar-25	01-Apr-25	9
BLOWB-460	Roofer to Dry in - Blower Building	5	03-Apr-25	10-Apr-25	9
BLOWB-150	Install Doors - Blower Building	3	10-Apr-25	14-Apr-25	57
BLOWB-470	4 week Fab & Deliver Roof Panels	20	10-Apr-25	08-May-25	73
BLOWB-240	Coatings	4	14-Apr-25	21-Apr-25	73
BLOWB-140	Structural Steel- Blower Building	4	22-Apr-25	28-Apr-25	87
BLOWB-130	Install Roof - Blower Building	5	08-May-25	15-May-25	73



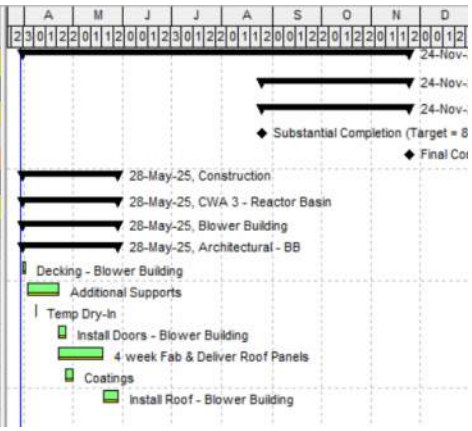
After Additional Supports

Activity ID	Activity Name	Original Duration	Start	Finish	Total Float
South WWTP MBR - CMAR Update Schedule		163	31-Mar-25	02-Dec-25	-3
General / Milestones		91	02-Sep-25	02-Dec-25	-7
Contractual		91	02-Sep-25	02-Dec-25	-7
MILE-140	Substantial Completion (Target = 8/26/25)	0		02-Sep-25*	-7
MILE-150	Final Completion (Target = 11/25/25)	0		02-Dec-25*	-7
Construction		45	31-Mar-25	05-Jun-25	61
CWA 3 - Reactor Basin		45	31-Mar-25	05-Jun-25	61
Blower Building		45	31-Mar-25	05-Jun-25	61
Architectural - BB		45	31-Mar-25	05-Jun-25	61
BLOWB-480	Decking - Blower Building	2	31-Mar-25	01-Apr-25	-4
BLOWB-500	Additional Supports	13	03-Apr-25*	22-Apr-25	-4
BLOWB-460	Roofer to Dry in - Blower Building	5	22-Apr-25	29-Apr-25	-4
BLOWB-150	Install Doors - Blower Building	3	29-Apr-25	02-May-25	44
BLOWB-470	4 week Fab & Deliver Roof Panels	20	29-Apr-25	28-May-25	61
BLOWB-240	Coatings	4	02-May-25	08-May-25	61
BLOWB-130	Install Roof - Blower Building	5	29-May-25	05-Jun-25	61



After Temp Dry in

Activity ID	Activity Name	Original Duration	Start	Finish	Total Float
South WWTP MBR - CMAR Update Schedule		159	31-Mar-25	24-Nov-25	0
General / Milestones		91	25-Aug-25	24-Nov-25	0
Contractual		91	25-Aug-25	24-Nov-25	0
MILE-140	Substantial Completion (Target = 8/26/25)	0		25-Aug-25*	0
MILE-150	Final Completion (Target = 11/25/25)	0		24-Nov-25*	0
Construction		40	31-Mar-25	28-May-25	66
CWA 3 - Reactor Basin		40	31-Mar-25	28-May-25	66
Blower Building		40	31-Mar-25	28-May-25	66
Architectural - BB		40	31-Mar-25	28-May-25	66
BLOWB-480	Decking - Blower Building	2	31-Mar-25	01-Apr-25	9
BLOWB-500	Additional Supports	13	03-Apr-25*	22-Apr-25	49
BLOWB-510	Temp Dry-In	1	08-Apr-25*	08-Apr-25	9
BLOWB-150	Install Doors - Blower Building	3	22-Apr-25	26-Apr-25	49
BLOWB-470	4 week Fab & Deliver Roof Panels	20	22-Apr-25	19-May-25	66
BLOWB-240	Coatings	4	26-Apr-25	01-May-25	66
BLOWB-130	Install Roof - Blower Building	5	20-May-25	28-May-25	66



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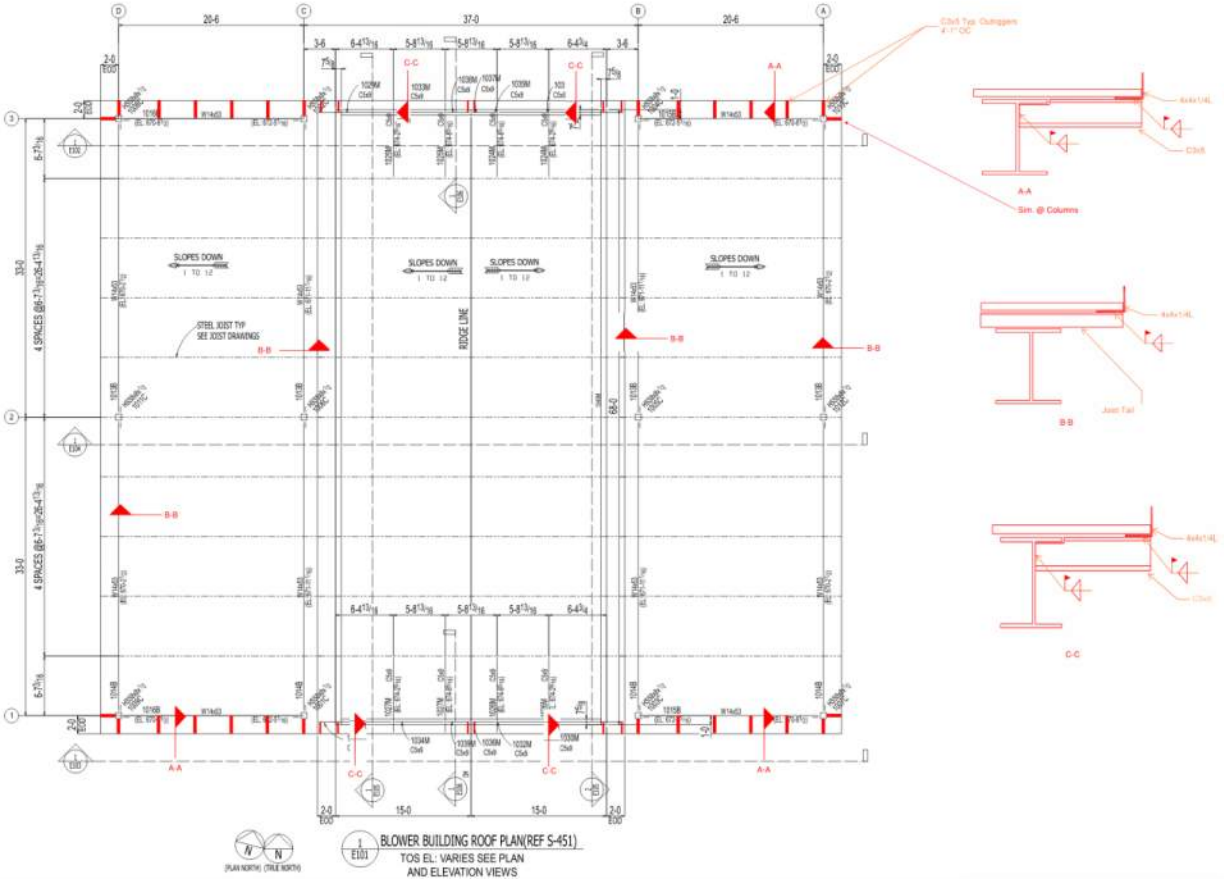
2050 Roanoke Rd, Westlake, TX 76262

See attachments for a breakdown.



Proposed Design from COSK-STL-DNG-RFI-0011

1. **A - Direct Cost (Labor)**

Total	$0.00

The following is captured under A - Direct Cost (Labor): No Direct Cost.

2. **B - Direct Cost (Supervision)**

Total	$1,300.00

KIEWIT WATER FACILITIES SOUTH CO.
2050 Roanoke Rd, Westlake, TX 76262

The following is captured under B - Direct Cost (Supervision): A Field Engineer & Superintendent are required for PCO-0075. The below breaks down the responsibilities for this additional scope of work:

Field Engineer

- Review documentation to identify all changes
- Estimate reviews with change management team
- Revise existing work plans.
- Field presence
- Work with scheduling team to add new activities and/or adjust durations of CPM schedule and see if there were any schedule impacts

Superintendent

- Identify material readily available and create proposed solution
- Identify where supports are required
- Mark up drawings with weld details
- Review revised Work Plans (Individually and with Crew)
- Field presence/Supervising additional scope
- Work with scheduling team to provide input and identify any impacts

See attachments for a breakdown.

3. **C - Direct Cost (PM, Supplies, Equipment, Subs)**

Total	$32,828.78

The following is captured under C - Direct Cost (PM, Supplies, Equipment, Subs): proposal from SteelBoss to perform added scope from approved design and proposal from Brothers Roofing for the temporary dry in.

See attachments for a breakdown.

4. **D - Indirect Cost**

Total	$0.00

5. **E - Est. B&I / COMM (1.50%)**

Total	$511.93

Est. Bond and Insurance / Commercial required for PCO 75.

KIEWIT WATER FACILITIES SOUTH CO.
2050 Roanoke Rd, Westlake, TX 76262

6. **F - G&A (9.622%)**

Total	$3,333.13

General and Administrative expenses required for PCO 75.

7. **G - Fee (8.50%)**

Total	$3,073.76

Attachments

1. COSK-STL-DNG-RFI-0011.00.RFI.00.01
2. PCO 75 Cost Breakdown Structure
3. PCO 75 Resource Rate Register
4. Steel Boss Proposal CP7
5. Brothers Roofing Change Order 3

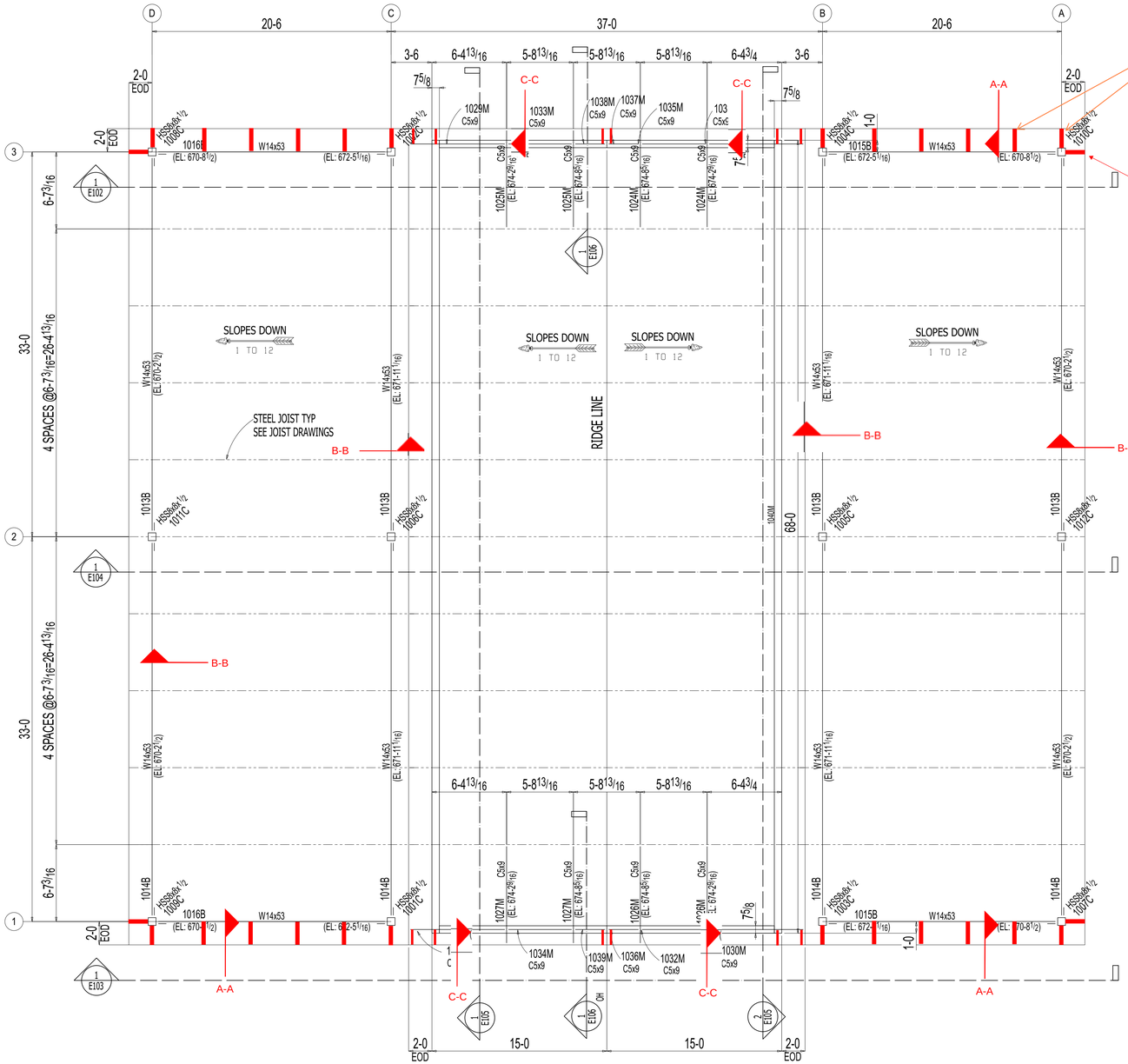
KIEWIT WATER FACILITIES SOUTH CO.
2050 Roanoke Rd, Westlake, TX 76262

RFI			
Project Name:	South Wastewater Treatment Plant - MBR	**Project Tracker No.**	1422-005-02
Contract No.:	1513-U	**Plummer CPM:**	Sherri van der Wege
RFI Name/Subject:	Blower Building Roof Deck edge support detail	**Requested Response Date:**	4/1/25
Contractor:	Kiewit Water Facilities South	**Contractor PM:**	Kory Kyllo
RFI Key Contact:	Eric Carlson	**Key Contact Phone:**	402-810-0599
Subcontractor/Vendor:	STL Boss		
Specification Section:			
Secondary Discipline:	☒ Architectural ☐ Civil ☐ Electrical ☐ HVAC ☐ Instrumentation & Controls ☐ Proc/Mech ☐ Plumbing ☐ Structural		
Reference Drawing(s):			
RFI No.:	COSK-STL-DNG-RFI-0011		
RFI Contents:	☐ Shop Drawing ☐ Administrative ☐ As-Builts ☐ Sample ☐ *Product Data* ☒ *Additional Information* ☐ *O&M*		
Impacts:	☒ Cost ☒ Schedule		
Question/Issue:	The Roof deck edge at the Blower building does not have sufficient support for edge of decking and roof edge detail.		
Proposed Solution:	Kiewit has proposed, see attached design, adding additional support to truss perimeter to support roof decking. Per the email attachment, Kwasi Duose has approved the design. Please confirm.		

☒ Contractor hereby certifies that (i) Contractor has complied with the requirements of Contract Documents in preparation, review and submission of designated RFI and (ii) the RFI is completed and in accordance with the Contract Documents and requirements of laws and regulations and governing agencies.

Contractor (Authorized by): *Eric Carlson*

RFI Package Response Status (Approved, Rejected, Response as Noted):	
RFI Status:	Acceptable per structural engineer.
Comments:	



(PLAN NORTH) (TRUE NORTH)

1 E101 BLOWER BUILDING ROOF PLAN(REF S-451)

TOS EL: VARIES SEE PLAN AND ELEVATION VIEWS

REV NO	DESCRIPTION	MADE	DATE
0	FIELD USE	DS	Oct 11 2024
A	FOR APPROVAL	DS	May 31 2024

STEEL BOSS INTERNATIONAL, INC
1815 COOMBS STREET
DALLAS, TEXAS 75215
TEL (214)-421-2141
FAX (214) 428-4533
WWW.steel-boss.com

DRAWN BY DS DATE 5-24
CHECKED BY WP DATE 5-24
REVISED BY DATE

CUSTOMER Kiewit Corporation
PROJECT City of Sherman South Waste Water Treatment Plant
LOCATION Sherman, TX

JOB# 24-308
SHEET# E101
REV# 0

Outlook

From: Bradley, Greg <gbradley9151@plummer.com>
Sent: Monday, March 24, 2025 10:28 AM
To: Charles.Wampler <Charles.Wampler@kiewit.com>; Eric.Carlson3 <Eric.Carlson3@kiewit.com>
Cc: Thomas.Young-PTR <tyoung@plummer.com>; Brian.Beach-PTR <bbeach@plummer.com>; Green, Christian <cgreen@plummer.com>
Subject: [External]Fw: Blower building Roof deck

Kwasi has approved the proposed fix to support the decking

Greg Bradley, CPII
Construction Manager -Contractor
Master Elect. #44754

gbradley9151@plummer.com
www.plummer.com
Cell (940) 390-7561

From: Kwasi Duose <KDuose@carollo.com>
Sent: Monday, March 24, 2025 9:25 AM
To: Bradley, Greg <gbradley9151@plummer.com>
Cc: Young, Thomas <tyoung@plummer.com>; Megan Martin <mmartin@carollo.com>
Subject: RE: Blower building Roof deck

CAUTION: This email originated from outside of Plummer. DO NOT CLICK links or attachments unless you recognize the sender and know the content is safe.

This is acceptable.

From: Bradley, Greg <gbradley9151@plummer.com>
Sent: Friday, March 21, 2025 1:53 PM
To: Kwasi Duose <KDuose@carollo.com>
Cc: Young, Thomas <tyoung@plummer.com>
Subject: Fw: Blower building Roof deck

CAUTION: This email originated from outside Carollo Engineers. Do not open attachments or click links unless you recognize the sender.

The roofing contractor is ready to mobilize but have a concern about the edges of the decking not being supported. Kiewit has proposed the attached fix to get some support so the roof decking can be attached to the decking. Can you look at this and see if it is acceptable? If so they will officially submit it

Greg Bradley, CPII
Construction Manager -Contractor
Master Elect. #44754

gbradley9151@plummer.com
www.plummer.com
Cell (940) 390-7561

From: Eric.Carlson3 <Eric.Carlson3@kiewit.com>
Sent: Thursday, March 20, 2025 4:01 PM
To: Young, Thomas <tyoung@plummer.com>; Bradley, Greg <gbradley9151@plummer.com>
Cc: Charles.Wampler <Charles.Wampler@kiewit.com>; Jaquelin.Torresherna <Jaquelin.Torresherna@ticus.com>; Beach, Brian <bbeach@plummer.com>; Kory.Kyllo <kory.kyllo@kiewit.com>
Subject: Blower building Roof deck

CAUTION: This email originated from outside of Plummer. DO NOT CLICK links or attachments unless you recognize the sender and know the content is safe.

Please see attached,

Per our discussion, Roof deck edge support is missing in the design.

I propose adding the following supports

Please advise how to proceed with supporting deck edge.

Thank you

ERIC CARLSON
Architectural Superintendent

CITY OF SHERMAN CMAR
302 Cliff Hestand Sherman TX, 75090
Cell: (402) 810-0599
Emai: Eric.Carlson3@kiewit.com

Confidential

04/24/2025 3:08:34 PM

Cost Breakdown Structure (CBS) Register

KIEWIT CORPORATION

20053365-136123-01P - Sherman PCO Backup--Sherman WWTP Construction

CBS Position Code	Description	Quantity	Unit of Measure (Uom)	Manhours (MH))	Man Count	Equipment Count	Production (UOM/Mh)	Production UOM/Crew Hr	Unit Cost	Total Cost	Labor Cost	Construction Equipment Cost	Materials Cost	Supplies Cost	Subcontract Cost
4.2.3	PCO #0075 - Blower Building Roof Deck Edge Support - SteelBoss RFI 11	1.00	Each	8.00	2.00	0.00	0.13	0.13	$41,047.60	$41,047.60	$600.00	$0.00	$40,447.60	$0.00	$0.00
4.2.3.1	A - Direct Cost (Labor)	1.00	Each	0.00	0.00	0.00	0.00	0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
4.2.3.2	B - Direct Cost (Supervision)	1.00	Each	8.00	2.00	0.00	0.13	0.13	$1,300.00	$1,300.00	$600.00	$0.00	$700.00	$0.00	$0.00
4.2.3.2.1	FE	1.00	Each	4.00	1.00	0.00	0.25	0.25	$600.00	$600.00	$600.00	$0.00	$0.00	$0.00	$0.00
4.2.3.2.2	Superintendent	1.00	Each	4.00	1.00	0.00	0.25	0.25	$700.00	$700.00	$0.00	$0.00	$700.00	$0.00	$0.00
4.2.3.3	C - Direct Cost (PM, Supplies, Equipment, Subs)	1.00	Each	0.00	0.00	0.00	0.00	0.00	$32,828.78	$32,828.78	$0.00	$0.00	$32,828.78	$0.00	$0.00
4.2.3.3.1	Steel Boss CP7	1.00	Each	0.00	0.00	0.00	0.00	0.00	$29,888.78	$29,888.78	$0.00	$0.00	$29,888.78	$0.00	$0.00
4.2.3.3.2	Brothers Roofing CO3	1.00	Each	0.00	0.00	0.00	0.00	0.00	$2,940.00	$2,940.00	$0.00	$0.00	$2,940.00	$0.00	$0.00
4.2.3.4	D- Indirect Cost	1.00	Each	0.00	0.00	0.00	0.00	0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
4.2.3.5	E - Est. B&I/COMM (1.50%)	1.00	Each	0.00	0.00	0.00	0.00	0.00	$511.93	$511.93	$0.00	$0.00	$511.93	$0.00	$0.00
4.2.3.6	F - G&A (9.622%)	1.00	Each	0.00	0.00	0.00	0.00	0.00	$3,333.13	$3,333.13	$0.00	$0.00	$3,333.13	$0.00	$0.00
4.2.3.7	G - Fee (8.50%)	1.00	Each	0.00	0.00	0.00	0.00	0.00	$3,073.76	$3,073.76	$0.00	$0.00	$3,073.76	$0.00	$0.00

Confidential

04/24/2025 3:08:43 PM All Resource Register

KIEWIT CORPORATION

20053365-136123-01P - Sherman PCO Backup--Sherman WWTP Construction

Resource Type	Resource Code	Description	Unit Cost (Scale 1)	Unit Cost (Scale 2)	Unit Cost (Scale 3)	Utilization Count	Unit of Measure	Backup Documentation
Unique Rate	STEEL BOSS CP7	Steel Boss CP7	$29,888.78	$0.00	$0.00	1.00	Each	Steel Boss Proposal CP7
Unique Rate	BROROOFCO3	Brothers Roofing Change Order 3	$2,940.00	$0.00	$0.00	1.00	Each	Brothers Roofing Change Order 3
Labor Rate	1.S.10.2.01 (1) (1)	Discipline Field Engineer - 2024	$150.00	$150.00	$150.00	4.00	Hour	
Labor Rate	DISCIPLINE SUPERINTENDENT	Discipline Superintendent - 2024	$175.00	$175.00	$175.00	4.00	Hour	

STEEL BOSS INTERNATIONAL INC.

Physical Address
1815 Coombs Street
Dallas, Texas 75215

214.421-2141 – Office
214-421-2145 - Fax

Mailing Address
P. O. Box 851549
Mesquite, Texas 75185-1549

March 31, 2025

City of Sherman CMAR
302 Cliff Hestand
Sherman TX, 75090

RE: Sherman South Wastewater -Added Roof Deck Support at Blower Building per SB RFI #15

Below is the cost breakdown for added Roof Deck Support at Blower Building

Material • L 3642 LBS @ $0.97 / LBS • C 480 LBS @ $1.06 / LBS		$	4,041.54
Paint	(2 Total @ 300 / Total)	$	600.00
Labor	(59 HR(s) @ 75 / HR(s))	$	4,425.00
Galvanize	(4122 LBS @ 0.85 / LBS)	$	3,503.70
Detail/Coordination	(16 HR(s) @ 95 / HR(s))	$	1,520.00
Delivery		$	550.00
Erection	(Estimated cost - Price may increase after work completion)	$	11,350.00
OH/P		$	3,898.54
	TOTAL	$	29,888.78

Steel Boss International, Inc.
SBCP # 7 - Sherman South Wastewater -Added Roof Deck Support at Blower Building per SB RFI #15

Note from Ron Mick:
Actual Labor to install Deck Support
verified by Kiewit on 7/23/25
5 man crew for 3 days at $75/hr
5*3*10hr/day = 150 hours
150 * $75 = $11,250

FW: [External]Fw: Blower building Roof deck

Reply | Reply All | Forward

Mon 3/24/2025 11:49 AM

Eric.Carlson3 <Eric.Carlson3@kiewit.com>
To Tanner Moss
Cc Jaquelin.Torresherna

You forwarded this message on 3/24/2025 10:01 PM.

Deck Edge Sketch -Blower Building.pdf
202 KB

Tanner,

We have gotten approval to move forward with blower building edge detail fix

ERIC CARLSON
Architectural Superintendent

CITY OF SHERMAN CMAR
302 Cliff Hestand Sherman TX, 75090
Cell: (402) 810-0599
Emai: Eric.Carlson3@kiewit.com

From: Bradley, Greg <gbradley9151@plummer.com>
Sent: Monday, March 24, 2025 10:28 AM
To: Charles.Wampler <Charles.Wampler@kiewit.com>; Eric.Carlson3 <Eric.Carlson3@kiewit.com>
Cc: Thomas.Young-PTR <tyoung@plummer.com>; Brian.Beach-PTR <bbeach@plummer.com>; Green, Christian <cgreen@plummer.com>
Subject: [External]Fw: Blower building Roof deck

Kwasi has approved the proposed fix to support the decking

Brothers ROOFING
www.brothersroofs.com

CHANGE ORDER

Project:	City of sherman WW Treatment Plant	Change Order Request No:	3
	302 Cliff Hestand Rd. Sherman, TX.	From:	Brothers Roofing
To:	Kiewit Water Facilities South Co.	Date:	04/09/2025
		Project Number:	105729
Re:	Blower Building Temp Dry In	Contract For:	$130,143.23

Specification Title:

Section:

Supply and install temporary dry in for main structure on blower building.
Carlisle WIP300HT.
180 day exposure rating
Approximately 2500 sqft
Excludes canopies

Data Sheet and SDS attached

Additional amount to add to contract amount $2,940.00

Submitted by:	Nathan Gonzales
Signed by:	Nathan Gonzales
Firm:	Brothers Roofing
Address:	1321 Precision Dr. Ste 100
	Plano, TX. 75074
Telephone:	972-897-2754

$130,143.23	- Original Contract
$220,227.77	- Previously Approved CO's
$2,940.00	- Current CO
$353,311.00	- Total Adjusted Contract Price

CARLISLE WIP PRODUCTS

WIP 300HT High-Temperature Protection Self-Adhering Roofing Underlayment

WIP 300HT
WATER & ICE PROTECTION | HIGH-TEMPERATURE PROTECTION

WIP 300HT is a high-tensile-strength rubberized asphalt underlayment specifically designed to withstand temperatures up to 250°F (121°C). Ideal for use under metal including copper, zinc and COR-TEN® (consult technical department for installation instructions), WIP 300HT can also be used under synthetic, concrete and clay tiles and asphalt shingles. This strong, skid-resistant membrane is available in either black or white and provides superior protection from water penetration caused by wind-driven rain and ice dams.

Features and Benefits

- Protects the roof structure from water seepage caused by ice dams and wind-driven rains
- Resists temperatures up to 250°F without degradation of the adhesive
- Seals around roofing nails, staples and screws
- Split-release film provides easier, faster installation
- Resists cracking, drying and rotting, providing long-term waterproofing performance and low lifecycle cost
- Concealed waterproofing system will not detract from the architectural aesthetics of the primary roofing system
- Exposed rubberized asphalt bead along the membrane edge ensures watertightness of lap seams
- 180 days exposure time

Standards

- UL Classified
- ICC-ES ESR #2206
- 2009, 2012, and 2015 International Building Code™
- Florida Building Code Approved Product #6785
- Meets ASTM D1970
- Miami-Dade County Product Control Approved
- ASTM E108/UL 790 Class A Fire Resistance
- 2016 California Green Building Standards, Title 24
- 2015, 2012, and 2008 ICC 700 National Green Building Standard

Storage

WIP 300HT roofing underlayment rolls should be stored on their side, under cover and in areas where the temperature is between 40° and 100°F (4.4° and 38°C). **Do not double-stack pallets.**

Warranty

Carlisle WIP products are backed by Carlisle's industry-leading warranty. Carlisle WIP Products will display optimal performance when stored under recommended conditions and used within one year of date of manufacture. Product installed after one year of date of manufacture is not covered under defect warranty. Visit our website for warranty details.

Installation

WIP 300HT underlayment is applied when the roof deck is dry and the substrate temperature is 40°F (4.4°C) or higher. At temperatures below 40°F, nailing or priming should be used to temporarily hold the membrane in place while adhesion develops. WIP 300HT is designed to be covered with the primary roofing system and should not be exposed to sunlight for more than 60 days (black film only). White underlayment offers exposure time of 180 days.

Substrate must be free of any moisture. If moisture is present, it may inhibit adhesion. Prepare the roof deck by removing all loose objects, dirt, dust and debris. For re-roofing applications, remove all old materials from the roof deck in the area to be covered with WIP 300HT underlayment. Replace water-damaged sheathing and sweep roof deck thoroughly.

WIP 300HT High-Temperature Protection Self-Adhering Roofing Underlayment

Priming

Priming is not required on clean, dry wood, metal or most polyisocyanurate surfaces (polyiso paper facer does require priming). Masonry and exterior gypsum boards (such as DensDeck®) should be primed using an appropriate primer or adhesive. Some rigid insulation boards with porous or dusty surfaces may require priming to promote initial adhesion. Priming is required on all substrates when air or substrate temperatures are below 40°F (4.4°C). Adhesives such as CCW-702, CCW-702WB, CAV-GRIP™ and CCW-AWP are approved for use with WIP products. Refer to your local building codes to determine acceptable product for use in your region.

Selection of roof deck or insulation substrate and/or use of a primer or adhesive are the responsibility of the architect, specifier or roofing contractor to determine based on the roof assembly and environmental conditions.

Valleys, Hips & Ridges

Cut WIP 300HT roofing underlayment into manageable lengths. Align over the center of the valley, hip or ridge. Remove release film. Press the middle of the membrane first before working toward the edges. For open valleys, cover WIP 300HT roofing underlayment with metal valley liners.

Eaves & Rakes

Cut WIP 300HT underlayment into 10–15' pieces. Remove 2–3' of release film and align the edge of the membrane, sticky side down, so it overhangs the drip edge by ⅜" (10 mm). Continue to remove release film and press as you move across the roof. Use a hand roller and/or hand pressure to press into place. Overlap end laps a minimum of 6". WIP roofing underlayment should reach a point 2' inside the interior wall line. Local codes may require additional courses. If additional courses are required, the top lap must be at least 3½".

Drip Edges

At the rake edge, apply WIP 300HT underlayment first and place drip edge on top. At the eave, apply drip edge first and place WIP underlayment on top of the drip edge so that it overhangs drip edge by ⅜" (10 mm).

For standard installation details, follow the WIP detail drawings. For non-standard installation instructions, contact your local Carlisle WIP representative.

Metal Roof Underlayment

Under water-shedding metal roof systems or low-slope metal roofs with a minimum ½" slope, start at the low point and apply WIP 300HT over the full surface of the roof deck. Review the metal roofing manufacturer's instructions for limitations and precautions. Beginning at the eaves, apply underlayment from the low point to the high point of the roof, running the roll horizontally.

Lap Edges

Lap edge seams should be hand rolled to ensure maximum adhesion.

Limitations

- WIP 300HT should be installed when air, roof deck and membrane temperatures are at or above 40°F (4.4°C).
- WIP 300HT should not be left exposed to sunlight for more than 60 days for black membrane or 180 days for white membrane.
- WIP 300HT membrane should not be folded over the roof edge unless protected by a gutter or other flashing materials.
- The primary roof system must be ventilated to prevent excessive moisture build-up in the interior structure.
- Use caution during the installation of the membrane as it may become slippery when wet or covered with frost.
- WIP 300HT must not to be used in contact with PVC material.
- WIP 300HT is not approved for use in foam set tile applications.
- WIP 300HT is not designed for wall assemblies.

PRODUCT SPECIFICATIONS		
PHYSICAL PROPERTIES		
Surface	Black/White Engineered Polyolefin Composite Film with Factory-applied Anti-skid Coating	
Membrane	Rubberized Asphalt	
PRODUCT CHARACTERISTIC	**UNITS**	**RESULTS**
Roll Length	feet	66
Roll Weight	lbs	55
Roll Size	sq ft	198
Roll Width	inches	36
TYPICAL PERFORMANCE PROPERTIES	**TEST METHOD**	**RESULTS**
Thickness	ASTM D1970	40 mils
Low Temperature Flexibility	ASTM D1970	-45°F
Adhesion to Plywood at 75°F	ASTM D1970	35 lbs/ft
Lap Seam Adhesion at 75°F	ASTM D1970	21 lbs/ft
Sealability Around Nail	ASTM D1970	Pass
Slip Resistance	ASTM D1970	Pass
Thermal Stability	ASTM D1970	Pass
Moisture Vapor Permeance	ASTM D1970	0.02 perms
Water Absorption	ASTM D1970	0.5%
Tensile Strength Machine Direction	ASTM D412	250 psi
Tensile Strength Transverse Direction	ASTM D412	1390 psi
Elongation at Break Machine Direction	ASTM D412	250%
Elongation at Break Transverse Direction	ASTM D412	170%
PACKAGING INFORMATION		
Boxes (rolls) per pallet		25

Carlisle WIP Products
1285 Ritner Highway • Carlisle, PA 17013
888.717.1440
www.carlislewipproducts.com

MADE IN U.S.A.

Carlisle, WIP and CAV-GRIP are trademarks of Carlisle. DensDeck is a registered trademark of Georgia-Pacific. © 2019 Carlisle.
605059 - WIP 300HT Sell Sheet - 07.16.19

Section 1 - PRODUCT AND COMPANY IDENTIFICATION

Material Name
Carlisle WIP 300HT

Synonyms
Rubberized asphalt self-adhering sheet with polyethylene film

Chemical Family
Rubber Asphalt products

Product Use
waterproofing membrane

Restrictions on Use
For industrial use only.

Manufacturer Information

Carlisle Coatings and Waterproofing Incorporated
900 Hensley Lane
Wylie, TX 75098
www.carlislewipproducts.com

Phone Numbers:

Medical Emergency
CHEMTREC (USA): 800-424-9300

MSDS Assistance; 972-442-6545
Technical Assistance: 888-229-2199
Customer Service: 888-229-0199

Section 2 - HAZARDS IDENTIFICATION

Classification in accordance with paragraph (d) of 29 CFR 1910.1200.
Skin Corrosion/Irritation - Category 2
Reproductive Toxicity - Category 1B
Specific Target Organ Toxicity - Single Exposure - Category 2 (liver, kidneys, thymus)

GHS Label Elements

Symbol(s)

Signal Word
Danger

Hazard Statement(s)
Causes skin irritation
May damage fertility or the unborn child
May cause damage to organs

Precautionary Statement(s)

Prevention
Obtain special instructions before use
Do not handle until all safety precautions have been read and understood
Wear protective gloves/protective clothing/eye protection
Wash thoroughly after handling
Do not eat, drink or smoke when using this product

Response
If exposed or concerned: Call a POISON CENTER or doctor/physician
IF ON SKIN: Wash with plenty of soap and water
If skin irritation occurs: Get medical advice/attention
Take off contaminated clothing and wash before use

Storage
Store locked up

Disposal
Dispose of contents/container in accordance with local/regional/national/international regulations

Other Hazards
No additional information available.

Section 3 - COMPOSITION / INFORMATION ON INGREDIENTS

CAS	Component Name	Percent
64742-52-5	Distillates, petroleum, hydrotreated heavy naphthenic	1-5
8052-42-4	Asphalt	0-80
64742-93-4	Asphalt, oxidized	0-80
68955-27-1	Distillates, petroleum, petroleum residues vacuum	0-80
64741-56-6	Residues, petroleum, vacuum	0-80
Mixture	Fatty acids, tall-oil, low-boiling	1-5

Section 4 - FIRST AID MEASURES

Description of Necessary Measures
If exposed or concerned: Call a POISON CENTER or doctor/physician.

Inhalation
Inhalation unlikely due to physical form. Remove person to fresh air and keep comfortable for breathing. Call a POISON CENTER or doctor/physician if you feel unwell.

Skin
Wash exposed skin with soap and water. Take off contaminated clothing and wash before reuse. If skin irritation occurs, get medical advice/attention.

Eyes
Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing. If eye irritation persists, get medical advice/attention.

Ingestion
Immediately call a POISON CENTER or doctor/physician. Do NOT induce vomiting.

Indication of any immediate medical attention and special treatment needed
Treat symptomatically and supportively.

Most Important Symptoms/Effects

Acute
Causes skin irritation. May cause damage to the kidneys, liver, thymus.

Delayed
May damage fertility or the unborn child.

Note to Physicians
Contains ASPHALT.

Section 5 - FIRE FIGHTING MEASURES

Extinguishing Media

Suitable Extinguishing Media
Use carbon dioxide, regular dry chemical, regular foam or water.

Unsuitable Extinguishing Media
None known.

Special Hazards Arising from the Chemical
Slight fire hazard.

Hazardous Combustion Products
Oxides of carbon, hydrocarbons

Special Protective Equipment and Precautions for Firefighters
Wear full protective fire fighting gear including self contained breathing apparatus (SCBA) for protection against possible exposure.

Section 6 - ACCIDENTAL RELEASE MEASURES

Personal Precautions, Protective Equipment and Emergency Procedures
Wear personal protective clothing and equipment, see Section 8.

Methods and Materials for Containment and Cleaning Up
Remove all sources of ignition. Avoid inhalation of material or combustion by-products. Ventilate affected area. Absorb with earth, sand or other non-combustible material and transfer to container. Dispose in accordance with all applicable regulations.

Environmental Precautions
Avoid release to the environment.

Section 7 - HANDLING AND STORAGE

Precautions for Safe Handling
Obtain special instructions before use. Do not handle until all safety precautions have been read and understood. Avoid contact with eyes, skin and clothing. Wear protective gloves/protective clothing/eye protection. Wash thoroughly after handling. Do not eat, drink or smoke when using this product. KEEP OUT OF REACH OF CHILDREN.

Conditions for Safe Storage, Including any Incompatibilities
Store locked up
Store in a cool, dry place. Keep container tightly closed and in a well-ventilated place. Keep away from heat and ignition sources. Keep away from incompatible materials. Do not cut, puncture, or weld on or near this container.

Incompatible Materials
strong acids, strong oxidizing agents

Section 8 - EXPOSURE CONTROLS / PERSONAL PROTECTION

Component Exposure Limits

Asphalt	8052-42-4
ACGIH:	0.5 mg/m3 TWA as benzene soluble aerosol fume, inhalable fraction
NIOSH:	5 mg/m3 Ceiling fume 15 min
Mexico:	5 mg/m3 TWA LMPE-PPT

	10 mg/m3 STEL [LMPE-CT]

Biological limit value
There are no biological limit values for any of this product's components.

Engineering Controls
Provide adequate ventilation. Ensure compliance with applicable exposure limits.

Individual Protection Measures, such as Personal Protective Equipment

Eye/face protection
Wear safety glasses. Provide an emergency eye wash fountain and quick drench shower in the immediate work area.

Skin Protection
Wear chemical resistant clothing and rubber boots when potential for contact with the material exists. Recommended material: protective skin cream.

Respiratory Protection
Due to physical form, inhalation is unlikely.

Glove Recommendations
Wear appropriate chemical resistant gloves.

Section 9 - PHYSICAL AND CHEMICAL PROPERTIES

Appearance	Black rubber asphalt with white surface film	**Physical State**	solid
Odor	Slight,petroleum	**Color**	Black
Odor Threshold	Not available	**pH**	Not available
Melting Point	Not available	**Boiling Point**	Not available
Freezing point	Not available	**Evaporation Rate**	<0.01
Boiling Point Range	Not available	**Flammability (solid, gas)**	Not available
Autoignition	Not available	**Flash Point**	>450 °F
Lower Explosive Limit	Not available	**Decomposition**	Not available
Upper Explosive Limit	Not available	**Vapor Pressure**	Not available
Vapor Density (air=1)	Not available	**Specific Gravity (water=1)**	Not available

Water Solubility	Negligible	**Partition coefficient: n-octanol/water**	Not available
Viscosity	Not available	**Solubility (Other)**	Not available
Density	1 - 1.2 (relative)		

Other Information
No additional information available.

Section 10 - STABILITY AND REACTIVITY

Reactivity
No reactivity hazard is expected.

Chemical Stability
Stable under normal conditions of use.

Possibility of Hazardous Reactions
Hazardous polymerization will not occur.

Conditions to Avoid
Avoid heat, flames, sparks and other sources of ignition. Avoid contact with incompatible materials.

Incompatible Materials
strong acids, strong oxidizing agents

Hazardous decomposition products
Oxides of carbon, hydrocarbons

Section 11 - TOXICOLOGICAL INFORMATION

Information on Likely Routes of Exposure

Inhalation
Not a likely route of exposure.

Skin Contact
Causes skin irritation.

Eye Contact
May cause mild eye irritation.

Ingestion
May cause gastrointestinal irritation.

Acute and Chronic Toxicity

Component Analysis - LD50/LC50
The components of this material have been reviewed in various sources and the following selected endpoints are published:

Asphalt (8052-42-4)
Oral LD50 Rat >5000 mg/kg
Dermal LD50 Rabbit >2000 mg/kg

Asphalt, oxidized (64742-93-4)
Oral LD50 Rat >5000 mg/kg
Dermal LD50 Rabbit >2000 mg/kg

Distillates, petroleum, petroleum residues vacuum (68955-27-1)
Oral LD50 Rat 4320 mg/kg
Dermal LD50 Rabbit >2000 mg/kg

Residues, petroleum, vacuum (64741-56-6)
Oral LD50 Rat 4320 mg/kg
Dermal LD50 Rabbit >2000 mg/kg

Fatty acids, tall-oil, low-boiling (Mixture)
Oral LD50 Rat >2000 mg/kg
Dermal LD50 Rat >2000 mg/kg

Immediate Effects
Causes skin irritation. May cause damage to the kidneys, liver, thymus.

Delayed Effects
May damage fertility or the unborn child.

Irritation/Corrosivity Data
May cause mild skin irritation. May cause mild eye irritation. May cause respiratory irritation.

Respiratory Sensitization
No data available.

Dermal Sensitization
No data available.

Component Carcinogenicity

Asphalt	8052-42-4
ACGIH:	A4 - Not Classifiable as a Human Carcinogen (fume, coal tar-free)
IARC:	Monograph 103 [2013]; Supplement 7 [1987] (extracts of steam-refined and air-refined); Monograph 35 [1985] (Group 2B (possibly carcinogenic to humans))
DFG:	Category 2 (considered to be carcinogenic for man, aerosol and vapor)
OSHA:	Present
Asphalt, oxidized	64742-93-4

IARC:	Monograph 103 [2013] (and their emissions during roofing) (Group 2A (probably carcinogenic to humans))
OSHA:	Present
Residues, petroleum, vacuum	64741-56-6
IARC:	Monograph 103 [2013] (Group 2B (possibly carcinogenic to humans))
OSHA:	Present
Polycyclic aromatic hydrocarbons	130498-29-2
NTP:	Reasonably Anticipated To Be A Human Carcinogen
OSHA:	Present

Germ Cell Mutagenicity
No data available.

Tumorigenic Data
No data available

Reproductive Toxicity
May damage fertility or the unborn child.

Specific Target Organ Toxicity - Single Exposure
kidneys, liver, thymus

Specific Target Organ Toxicity - Repeated Exposure
No target organs identified.

Aspiration hazard
No data available.

Medical Conditions Aggravated by Exposure
No data available.

Additional Data
No additional information available.

Section 12 - ECOLOGICAL INFORMATION

Ecotoxicity
Avoid release to the environment.

Component Analysis - Aquatic Toxicity

Distillates, petroleum, hydrotreated heavy naphthenic	64742-52-5

Fish:	LC50 96 h Oncorhynchus mykiss >5000 mg/L
Invertebrate:	EC50 48 h Daphnia magna >1000 mg/L IUCLID
Asphalt, oxidized	64742-93-4
Algae:	EC50 72 h Pseudokirchneriella subcapitata 56 mg/L IUCLID
Distillates, petroleum, petroleum residues vacuum	68955-27-1
Fish:	LC50 96 h Brachydanio rerio 48 mg/L [semi-static]
Residues, petroleum, vacuum	64741-56-6
Fish:	LC50 96 h Brachydanio rerio 48 mg/L [semi-static]
Fatty acids, tall-oil, low-boiling	Mixture
Fish:	LC50 96 h Brachydanio rerio 50 - 100 mg/L [semi-static]
Algae:	EC50 72 h Pseudokirchneriella subcapitata >10 mg/L IUCLID
Invertebrate:	EC50 48 h Daphnia magna 70 mg/L IUCLID

Persistence and Degradability
No information available for the product.

Bioaccumulative Potential
No information available for the product.

Mobility
No information available for the product.

Other Toxicity
No additional information available.

Section 13 - DISPOSAL CONSIDERATIONS

Disposal Methods
Dispose of contents/container in accordance with local/regional/national/international regulations.

Section 14 - TRANSPORT INFORMATION

US DOT Information:
UN/NA #: Not regulated

IATA Information:
UN#: Not regulated

IMDG Information:
UN#: Not regulated

TDG Information:
UN#: Not regulated

Section 15 - REGULATORY INFORMATION

U.S. Federal Regulations
This material does not contain any chemicals required to be identified under SARA Section 302 (40 CFR 355 Appendix A), SARA Section 313 (40 CFR 372.65), CERCLA (40 CFR 302.4), TSCA 12(b), and/or require an OSHA process safety plan.

SARA Section 311/312 (40 CFR 370 Subparts B and C)
Acute Health: Yes **Chronic Health:** Yes **Fire:** No **Pressure:** No **Reactivity:** No

U.S. State Regulations
The following components appear on one or more of the following state hazardous substances lists:

Component	CAS	CA	MA	MN	NJ	PA
Asphalt	8052-42-4	No	Yes	Yes	Yes	Yes
Asphalt, oxidized	64742-93-4	No	No	No	Yes	No
Polycyclic aromatic hydrocarbons	130498-29-2	No	No	Yes	Yes	Yes

Not listed under California Proposition 65

Canadian WHMIS Ingredient Disclosure List (IDL)
Components of this material have been checked against the Canadian WHMIS Ingredients Disclosure List. The List is composed of chemicals which must be identified on MSDSs if they are included in products which meet WHMIS criteria specified in the Controlled Products Regulations and are present above the threshold limits listed on the IDL

Component Analysis - Inventory
Distillates, petroleum, hydrotreated heavy naphthenic (64742-52-5)

US	CA	EU	AU	PH	JP - ENCS	JP - ISHL	KR - KECI/KECL	KR - TCCA	CN	NZ	MX
Yes	DSL	EIN	Yes	Yes	No	No	Yes	No	Yes	Yes	Yes

Asphalt (8052-42-4)

US	CA	EU	AU	PH	JP - ENCS	JP - ISHL	KR - KECI/KECL	KR - TCCA	CN	NZ	MX
Yes	DSL	EIN	Yes	Yes	No	No	Yes	No	Yes	Yes	Yes

Asphalt, oxidized (64742-93-4)

US	CA	EU	AU	PH	JP - ENCS	JP - ISHL	KR - KECI/KECL	KR - TCCA	CN	NZ	MX
Yes	DSL	EIN	Yes	Yes	No	No	Yes	No	Yes	Yes	No

Distillates, petroleum, petroleum residues vacuum (68955-27-1)

US	CA	EU	AU	PH	JP - ENCS	JP - ISHL	KR - KECI/KECL	KR - TCCA	CN	NZ	MX
Yes	DSL	EIN	Yes	No	No	No	Yes	No	Yes	No	No

Residues, petroleum, vacuum (64741-56-6)

US	CA	EU	AU	PH	JP - ENCS	JP - ISHL	KR - KECI/KECL	KR - TCCA	CN	NZ	MX
Yes	DSL	EIN	Yes	Yes	No	No	Yes	No	Yes	Yes	Yes

Polycyclic aromatic hydrocarbons (130498-29-2)

US	CA	EU	AU	PH	JP - ENCS	JP - ISHL	KR - KECI/KECL	KR - TCCA	CN	NZ	MX
No	No	No	No	No	No	No	No	No	No	No	Yes

Fatty acids, tall-oil, low-boiling (Mixture)

US	CA	EU	AU	PH	JP - ENCS	JP - ISHL	KR - KECI/KECL	KR - TCCA	CN	NZ	MX
Yes	DSL	EIN	Yes	No	No	No	Yes	No	Yes	Yes	No

Section 16 - OTHER INFORMATION

HMIS Rating

Health: 2* Fire: 1 Reactivity: 0
Hazard Scale: 0 = Minimal 1 = Slight 2 = Moderate 3 = Serious 4 = Severe * = Chronic hazard

NFPA Ratings

Health: 2 Fire: 1 Reactivity: 0
Hazard Scale: 0 = Minimal 1 = Slight 2 = Moderate 3 = Serious 4 = Severe

Summary of Changes
Revision Date: 20 August 2018
Revision Note: General Update

Key / Legend
ACGIH - American Conference of Governmental Industrial Hygienists; ADR - European Road Transport; AU - Australia; BOD - Biochemical Oxygen Demand; C - Celsius; CA - Canada; CAS - Chemical Abstracts Service; CERCLA - Comprehensive Environmental Response, Compensation, and Liability Act; CLP - Classification, Labelling, and Packaging; CN - China; CPR - Controlled Products Regulations; DFG - Deutsche Forschungsgemeinschaft; DOT - Department of Transportation; DSD - Dangerous Substance Directive; DSL - Domestic Substances List; EEC - European Economic Community; EINECS - European Inventory of Existing Commercial Chemical Substances; EPA - Environmental Protection Agency; EU - European Union; F - Fahrenheit; IARC - International Agency for Research on Cancer; IATA - International Air Transport Association; ICAO - International Civil Aviation Organization; IDL - Ingredient Disclosure List; IDLH - Immediately Dangerous to Life and Health; IMDG - International Maritime Dangerous Goods; JP - Japan; Kow - Octanol/water partition coefficient; KR - Korea; LEL - Lower Explosive Limit; LLV - Level Limit Value; LOLI - List Of LIsts™ - ChemADVISOR's Regulatory Database; MAK - Maximum Concentration Value in the Workplace; MEL - Maximum Exposure Limits; NFPA - National Fire Protection Agency; NIOSH - National Institute for Occupational Safety and Health; NJTSR - New Jersey Trade Secret Registry; NTP - National Toxicology Program; NZ - New Zealand; OSHA - Occupational Safety and Health Administration; PH - Philippines; RCRA - Resource Conservation and Recovery Act; REACH- Registration, Evaluation, Authorisation, and restriction of Chemicals; RID - European Rail Transport; SARA - Superfund Amendments and Reauthorization Act; STEL - Short-term Exposure Limit; TDG - Transportation of Dangerous Goods; TSCA - Toxic Substances Control Act; TWA - Time Weighted Average; UEL - Upper Explosive Limit; US - United States.

Other Information

Disclaimer:
The information contained herein is based upon data and information available to us, and reflects our best professional judgment. This product may be formulated in part with components purchased from other companies. In many instances, especially when proprietary or trade secret materials are used, CCWI Company must rely upon the hazard evaluation of such components submitted by that product's manufacturer or importer. No warranty of merchantability, fitness for any use, or any other warranty is expressed or implied regarding the accuracy of such data or information. The results to be obtained from the use thereof, or that any such use does not infringe any patent, since the information contained herein may be applied under conditions of use beyond our control and with which we may be unfamiliar, we do not assume responsibility for the results of such application. This information is furnished upon the condition that the person receiving it shall make his own determination of the suitability of the material for his particular use.

Potential Change Order (PCO) Request

PROJECT NO:1422-005-03

PROJECT: South Wastewater Treatment Plant - MBR

OWNER: City of Sherman

CONTRACTOR: Kiewit Construction South

ENGINEER: Plummer Associates, Inc.

PCO NO.: 076 R2

DESCRIPTION: **Updates to Electrical & Instrumentation Drawings and Process Mechanical Changes at the MBR Support Building R2**

NOTIFICATION BY CONTRACTOR

The Contractor proposes to make the additions, modifications, or deletions to the Work described in the Contract Documents, as shown in Attachment "A" and requests that you take the following action:

- ☐ Notify us that you concur that this change does not require a change in Contract time or amount and issue a Field Order.
- ☒ Issue a Change Order for performing the described change. Change in Contract amount is indicated in the attached detailed cost breakdown of labor, materials, equipment and all other costs associated with this change. Impacts on Contract Time are shown in the attached revised schedule.
- ☐ Authorize the Contractor to proceed with the described change. Payment will be requested at the unit price bid.
- ☐ Authorize the Contractor to proceed with the change under the time and materials provisions of the Contract.
- ☐ Authorize this change utilizing Approval of Contingency Fund.

By: Kory Kyllo Date: 8/22/2025

ENGINEER'S RESPONSE

We respond to your request as follows: **Recommended total Value of PCO 076 R2 is $286,145.11**

- ☐ We concur that this is a no cost or time change. See attached/forthcoming Field Order No. / comments.
- ☐ Your proposal is recommended to the Owner with funding authorized by use of project Contingency Fund.
- ☒ Your proposal is recommended to the Owner. See attached/forthcoming proposed Change Order.
- ☐ Proceed with the change at the unit price bid.
- ☐ Proceed with the change under the time and materials provisions of the Contract.
- ☐ Additional information is required to evaluate this request. Provide information as described in the attached comments and resubmit.
- ☐ Potential Change Order Request is not accepted.

Construction Manager: Brian Beach Date: 8/28/25

Engineer: Date: 08/28/25

Program Manager: Date: 8/28/25

Owner: Date: 8/29/2025

PAPE-DAWSON ENGINEERS

Project: COSK South Wastewater Treatment Plant - MBR Project

Owner: City of Sherman

Subject: Potential Change Order Review Memorandum

PCO076 – Updates to Electrical & Instrumentation Drawings and Process Mechanical Changes at the MBR Support Building **R2**

Date: 8/27/25

This Potential Change Order (PCO) is provided in response to WCD0039 R1 and several RFI responses. WCD 0093 R1 was issued on 3/31/2025 to provide for several minor electrical design progression updates. As the PCO was being evaluated by the CMAR, several small mechanical items were discussed between the CMAR and the Engineer. These discussions resulted in the following RFIs:

- COSK-KWT-DNG-RFI-0519 – Citric Acid / Sodium Hypochlorite Drain Lines
- COSK-KWT-DNG-RFI-0520 – MBR Support – Goose Neck Vent
- COSK-KWT-DNG-RFI-0522 – MBR Support – Hose Racks and Potable Water Supply in Pump Gallery
- COSK-BFS-SUM-VEN-0003 – Ceramic Tile Sealer, Reducer Strip Resilient Flooring and Accessories

The CMAR, Program Team, and CM Team agreed to incorporate all these changes into a single PCO because of their locations all within the MBR Support Building. This PCO provides for all material, labor, supervision and equipment needed to complete the work as directed in the various listed documents.

Below is a summary table of the history of this Potential Change Order (PCO) showing all submittals and total cost. Written comments and responses that were made on the PCO are included at the end of the PCO documentation. It is noteworthy that the original PCO is very small and then the added components were provided. Finally, the team negotiated and agreed to allow for CMAR supervision time needed for these changes. So, the cost increases with each version of the PCO.

ID Number	Source (WCD, RFI, PCM)	Title	Submitted Date	Response Date	Total Cost or (Credit)
PCO 076	WCD 0039R1	Updates to Electrical & Instrumentation drawings	5/6/2025	6/19/2025	$650.54
PCO 076	WCD 0039 R1 and Mechanical Issues Log	Updates to Electrical & Instrumentation Drawings and Process Mechanical Changes at the MBR Support Building **R1**	7/22/2025	8/21/2025	$201,486.53
PCO 076	WCD 0039 R1 and Mechanical Issues Log	Updates to Electrical & Instrumentation Drawings and Process Mechanical Changes at the MBR Support Building **R2**	8/22/2025	8/27/2025	$286,145.11

Reviews were provided by Plummer and Pape Dawson. It is the opinion of the combined project team that the cost provided in the final revision is an accurate cost for the work added and approval is recommended.

POTENTIAL CHANGE ORDER

Kiewit

Date: 08/21/2025	Potential Change Order #: PCO-0076	Revision #: 02
To: City of Sherman (COS) 220 W. Mulberry Street Sherman, TX 75090	Contract #: 1513-U Construction Manager at Risk (CMAR)	Project: South WWTP - MBR

Drawing, Specification, Equipment Number or Other Reference: COSK-PSE-WCD0039 R1 Electrical Modifications, COSK-KWT-DNG-RFI-0519, COSK-KWT-DNG-RFI-0520, COSK-KWT-DNG-RFI-0522, COSK-BFS-SUB-VEN-0003

Description of the Proposed Change Order Work: Updates to Electrical & Instrumentation Drawings and Process Mechanical Changes at the MBR Support Building.

CMAR received WCD 0039 R1 Electrical Modifications on April 23rd, 2025. CMAR also received responses to RFI's COSK-KWT-DNG-RFI-0519 Citric Acid / Sodium Hypochlorite Drain Lines, COSK-KWT-DNG-RFI-0520 MBR Support – Goose-Neck Vent, and COSK-KWT-DNG-RFI-0522 MBR Support – Hose Racks and Potable Water Supply in Pump Gallery on June 10th, 2025. Lastly, CMAR received response to COSK-BFS-SUB-VEN-0003 Ceramic Tile Sealer, Reducer Strip Resilient Flooring and Accessories, Shop Drawings on June 2nd, 2025. CMAR is providing this PCO in accordance with General Conditions 1.01 A. 51., 10.01 A. and B., and 10.03 A. This PCO is also submitted in accordance with General Conditions 12.01.B.2 and the value of the Work will be determined by a mutually agreed lump sum. This mutually agreed lump sum is only applicable to this specific PCO-0076 R2.

PCO-0076 R2 consists of various electrical and instrumentation updates, process mechanical updates, and an architectural update at the MBR Support Building.

There is no current schedule impact from the additional scope identified in this PCO.

Kiewit Water Facilities South Co.'s proposal for this package represents $286,145.11.

This estimate is based on a 6-day work week, 10 hours per day.

Kiewit has marked pages in this document "confidential" as they contain proprietary rates and other information that are trade secrets in reference to Texas Government Code 552.110.

This quote is valid for 30 days from date of submission in accordance with General Conditions 10.05 C. CMAR reserves the right to update the cost if those 30 days are exceeded.

Construction				**Estimated Effect on Contract Price**
Lump Sum ($)				Change Impact ($)
$286,145.11				**$286,145.11**
Detailed components of above categories must accompany this estimate (discipline, craft, commodity of material, etc.)				

Estimated Effect on Project Schedule (calendar days)		**Estimated Effect on Contract Terms**
Substantial Completion	N/A	N/A
Final Completion	N/A	N/A

Recommended by: Kiewit Water Facilities South Co.

Project Manager: _____ 8/21/2025

Contractor — Date

Basis of Estimate: Updates to Electrical & Instrumentation Drawings and Process Mechanical Changes at the MBR Support Building

Summary

1. **A – Direct Cost (Labor)**	Sub-Total	$110,268.09
2. **B – Direct Cost (Supervision)**	Sub-Total	$84,450.00
3. **C – Direct Cost (PM, Supplies, Equipment, Subs)**	Sub-Total	$65,826.85
4. **D – Indirect Cost**	Sub-Total	$0.00
5. **E – Est. B&I / COMM (1.50%)**	Sub-Total	$3,908.17
6. **F – G&A (9.622%)**	Sub-Total	$14,835.68
7. **G – Fee (8.50%)**	Sub-Total	$6,856.32
	Grand Total	**$286,145.11**

Initiator

Plummer: issuance of WCD 0039 R1 and RFI responses for COSK-KWT-DNG-RFI-0519 Citric Acid / Sodium Hypochlorite Drain Lines, COSK-KWT-DNG-RFI-0520 MBR Support – Goose-Neck Vent, COSK-KWT-DNG-RFI-0522 MBR Support – Hose Racks and Potable Water Supply in Pump Gallery, and COSK-BFS-SUB-VEN-0003 Ceramic Tile Sealer, Reducer Strip Resilient Flooring & Accessories, Shop Drawings

Merit

Provide electrical and instrumentation updates as provided in WCD 0039 R1. Provide electrical and process mechanical updates and changes per RFI and submittal responses.

Summary

Alterman provided COR-028 to capture the additional/removed scope in WCD 0039 R1, which included updates to Electrical and Instrumentation drawings. This WCD reflected an added RAS channel level instrument location, deleting a second air compressor at the MBR Support building, deleting a disconnect switch before transformer T-500, providing location of T-500 and LP-500, providing correct wire size for the transformer from PP-700, deleting expansion couplings at IPS and PTU, and adding detail for conduit entry below surface to meter vault.

In addition to the changes reflected in WCD-0039 R1, there were additional changes to items in the MBR Support Building through multiple process mechanical RFIs and an Architectural submittal. An explanation on these items is below.

RFI 519 response provides direction to combine and route the sodium hypochlorite drains back to the chemical skid area. This is required to prevent human error in mixing citric acid and sodium hypochlorite, which could produce chlorine gas. RFI 520 response provides direction to mount a 4” vent to the top of the 30-inch standpipe near the backpulse tank. RFI 522 response provides direction to relocate the south interior hose rack and proposes an alternative source and routing for the water supply to the hose rack.

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2050 Roanoke Rd, Westlake, TX 76262

Lastly, the response to COSK-BFS-SUB-VEN-0003 Ceramic Tile Sealer, Reducer Strip Resilient Flooring & Accessories, Shop Drawings directed the CMAR to increase the height of the restroom tile 2 feet to have an even transition from tile to gypsum board. The added cost for tile and installation from Business Flooring Specialties is included in this change order.

See attachments for a breakdown.

1. **A - Direct Cost (Labor)**

Total	$110,268.09

Labor has been added for the installation of the housekeeping pad for T-500 shown on the updated contract drawing E-559.

Piping and pipe supports will be installed for the potable water supply to the hose rack and the sodium hypochlorite drain lines. This labor includes the handling of materials to the specific operation location, the installation of all pipe, fittings, valves, accessories, drilling anchors, grouting anchors and supports, and pipe testing per the various RFI responses.

2. **B - Direct Cost (Supervision)**

Total	$84,450.00

The following is captured under B - Direct Cost (Supervision): A Field Engineer & Superintendent are required for PCO-0076 R2. The below breaks down the responsibilities for this additional scope of work:

Field Engineer

- Review documentation to identify all changes
- Submit RFI if applicable.
- Coordinate with other disciplines to identify changes/responsibilities.
- Perform Takeoff/Estimate.
- Update Cost Report with new forecast QTYs
- Estimate reviews with change management team
- Purchase and track materials (STS or Permanent Materials).
- Perform material receiving report on all permeant materials.
- Revise existing work plans.
- Work List additions and possible Punch List additions.
- Subcontractor notifications and involvement (Change Orders and work with Purchasing Group).
- Negotiations on pricing and breakdown/backup.
- Field presence
- Work with scheduling team to add new activities and/or adjust durations of CPM schedule and see if there were any schedule impacts

Superintendent

- Review revised Work Plans (Individually and with Crew)

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- Field presence/Supervising additional scope
- Work List additions and possible Punch List additions.
- Subcontractor notifications and involvement (Change Orders and work with Purchasing Group).
- Work with scheduling team to provide input and identify any impacts

See attachments for a breakdown.

3. **C - Direct Cost (PM, Supplies, Equipment, Subs)**

Total	$65,826.85

The following is captured under C - Direct Cost (PM, Supplies, Equipment, Subs): Alterman COR-028. Materials and equipment for concrete labor associated with the housekeeping pad for T-500. The purchase of all pipe materials for the RFI changes are included. Equipment to assist in the installation of all materials is included. Magna (subcontractor) has included pricing for heat trace and insulation on the pipe. Business Flooring Specialties (subcontractor) has included pricing for tile height increases.

See attachments for a breakdown.

4. **D - Indirect Cost**

Total	$0.00

5. **E - Est. B&I / COMM (1.50%)**

Total	$3,908.17

Est. Bond and Insurance / Commercial required for PCO 76 R2.

6. **F - G&A (9.622%)**

Total	$14,835.68

General and Administrative expenses required for PCO 76 R2.

7. **G - Fee (8.50%)**

Total	$6,856.32

Attachments

1. COSK-PSE-WCD0039 R1 Electrical Modifications
2. COSK-KWT-DNG-RFI-0519 Citric Acid and Sodium Hypochlorite Drain Lines
3. COSK-KWT-DNG-RFI-0520 MBR Support – Goose-Neck Vent
4. COSK-KWT-DNG-RFI-0521 MBR Support – Co-Mingle Turbidity Panel and AHP Low Point Drain Lines
5. COSK-KWT-DNG-RFI-0522 MBR Support – Hose Racks and Potable Water Supply in Pump Gallery
6. COSK-BFS-SUB-VEN-0003 Ceramic Tile Sealer, Reducer Strip Resilient Flooring & Accessories, Shop Drawings
7. PCO 0076 R2 Cost Breakdown Structure
8. PCO 0076 R2 Resource Rate Register
9. Alterman COR-028 WCD-39 R1 Electrical Changes
10. Business Flooring Specialties Quote 136673
11. Magna Quote for Additional Insulation
12. Process Mechanical Material Backup
13. PCO-R-PCO---0179.01-COSK-PSE-PCO076 R1 Comment Form

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Project:	South Wastewater Treatment Plant - MBR	**Project Number:**	
Owner:	Greater Texoma Utility Authority/City of Sherman	1513-U	
Contractor:	Kiewit Water Facilities South Co.	105718	
Engineer:	Plummer Associates	1422-005-02	

Work Change Directive No.: 39 **Description:** Various Electrical and instrument updates

Specification: N/A

Drawing No.: multiple **Detail Description:** Updates to Electrical & Instrumentation drawings

Make the following additions, modifications, or deletions to the Work described in the Contract Documents:

Provide changes to electrical and instrumentation as described in the attached supporting text and shown on the attached drawings.

Attachments:

- WCD 039 Supporting Text
- E-501, Rev 2, 3/11/2025
- E-550, Rev 1, 3/11/2025
- E-551, Rev 1, 3/11/2025
- E-553, Rev 4, 3/11/2025
- E-559, Rev 3, 3/11/2025
- E-705, Rev 1, 3/11/2025
- E-9006, Rev 1, 3/11/2025
- E-9009, Rev 1, 3/11/2025

Purpose of Work Change Directive:

Clarifications and design progression related to multiple RFIs.

The Owner directs the Contractor to proceed with Work described in this Work Change Directive. Compensation for this Work will be determined using the methods described below. Costs for the Work Change Directive may not exceed the total authorized compensation shown for this Work Change Directive shown below without authorization of the Owner by other Work Change Directives or by Change Order. Contractor is to submit a Change Proposal when impacts on Contract Price and Contract Times can be determined. A Change Order or Contract Amendment is to be issued to incorporate changes in Contract Price and / or Contract Times.

Basis of Compensation:

☐ Unit Prices ☒ Lump Sum calculated using Cost of Work provisions in General Conditions Paragraph 12.01

☐ Time and Materials using Cost of Work provisions in General Conditions Paragraph 12.01

☐ Allowance based on provisions in General Conditions Paragraph 11.02.

Required Documentation:

☒ Detailed cost breakdown attached showing labor, materials, equipment and all other costs for this change

Project:	South Wastewater Treatment Plant - MBR	**Project Number:**	
Owner:	Greater Texoma Utility Authority/City of Sherman	1513-U	
Contractor:	Kiewit Water Facilities South Co.	105718	
Engineer:	Plummer Associates	1422-005-02	

☒ Schedule attached to show impacts and justification for requested change in Contract Times if applicable

Compensation for this Work Change Directive may not exceed: $ N/A

Recommended by: Design Engineer

Name: [signature] Date: 3.28.2025

Recommended by: Project Construction Manager

Name: [signature] Date: 3/27/25

Approved by: Kiewit Water Facilities South Co.

Name: Date:

Approved by: Program Manager

Name: [signature] Date: 3/31/25

Approved by: Greater Texoma Utility Authority

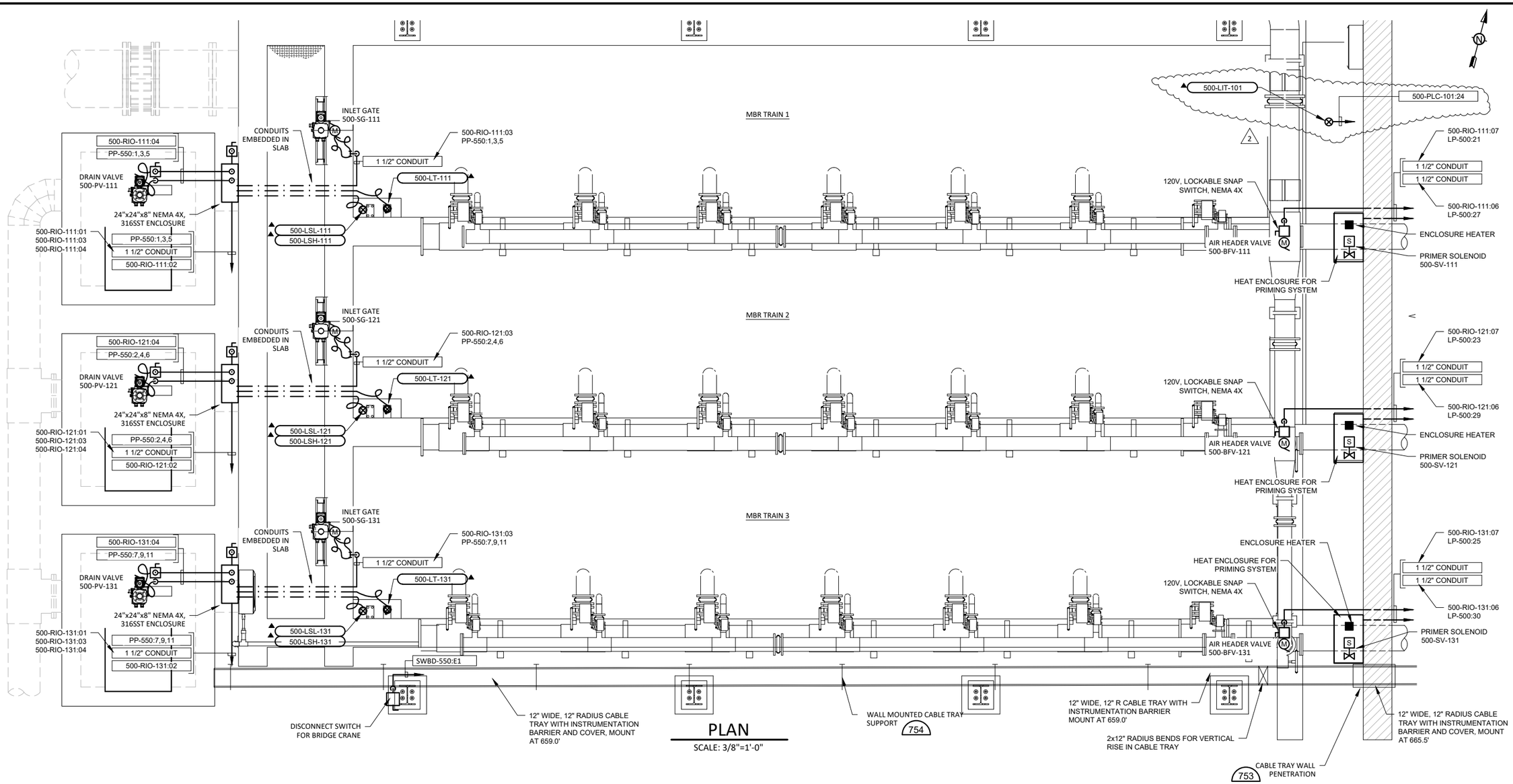
Name: [signature] Date: 3/31/2025

Approved by: City of Sherman

Name: [signature] Date: 3/31/2025

WCD-039 Electrical Modifications Text

1. E-501
    a. Added RAS Channel level instrument location.
2. E-550
    a. Deleted second air compressor at MBR Support Building.
3. E-551
    a. Deleted second air compressor at MBR Support Building.
4. E-553
    a. Deleted second air compressor at MBR Support Building.
    b. Added RAS Channel level instrument location.
5. E-559
    a. Provided location of T-500 and LP-500.
6. E-705
    a. Provide correct wire size for the transformer.
7. E-9006
    a. Provide detail 733 for deletion of expansion couplings at IPS and PTU.
8. E-9009
    a. Provide detail 742 for conduit entry below surface to meter vault.



PLAN
SCALE: 3/8"=1'-0"

LEGEND

▲ VENDOR FURNISHED EQUIPMENT

● CMAR FURNISHED EQUIPMENT

ELECTRICAL ABOVE GROUND PACKAGE BP07-002 CONTRACTOR NOTES:

1. REFER TO SHEET E-001 FOR ADDITIONAL NOTES.
2. REFER TO SHEET ######## FOR TYPICAL BLOCK WIRING DIAGRAM OF MBR TRAIN.

PLUMMER
1320 S UNIVERSITY DR. STE 300 | FORT WORTH, TX 76107
817.806.1700 | TBPE REGISTERED FIRM NUMBER F-13

REV	DATE	REVISION	BY
2	3.11.25	WCD-39	ELA
1	5.03.24	WCD-04E	ELA
0	2.15.24	IFC - ELECTRICAL BP07	PNM

Sherman
CLASSIC TOWN, BROAD HORIZON

CITY OF SHERMAN
SOUTH WASTEWATER TREATMENT PLANT - MBR EXPANSION

ELECTRICAL
MEMBRANE BASINS
POWER PLAN

PATRICK N. MOSELEY
72794
REGISTERED
PROFESSIONAL
ENGINEER
3/21/25

IF THIS BAR DOES NOT MEASURE ONE INCH, DRAWING IS NOT TO LABELED SCALE

DESIGNED	P. MOSELEY
DRAWN	E. ANDERSON
CHECKED	N. TOUSSAINT
REVIEWED	P. MOSELEY

Seq. 1

Dwg. No. E-501

1422-005-02

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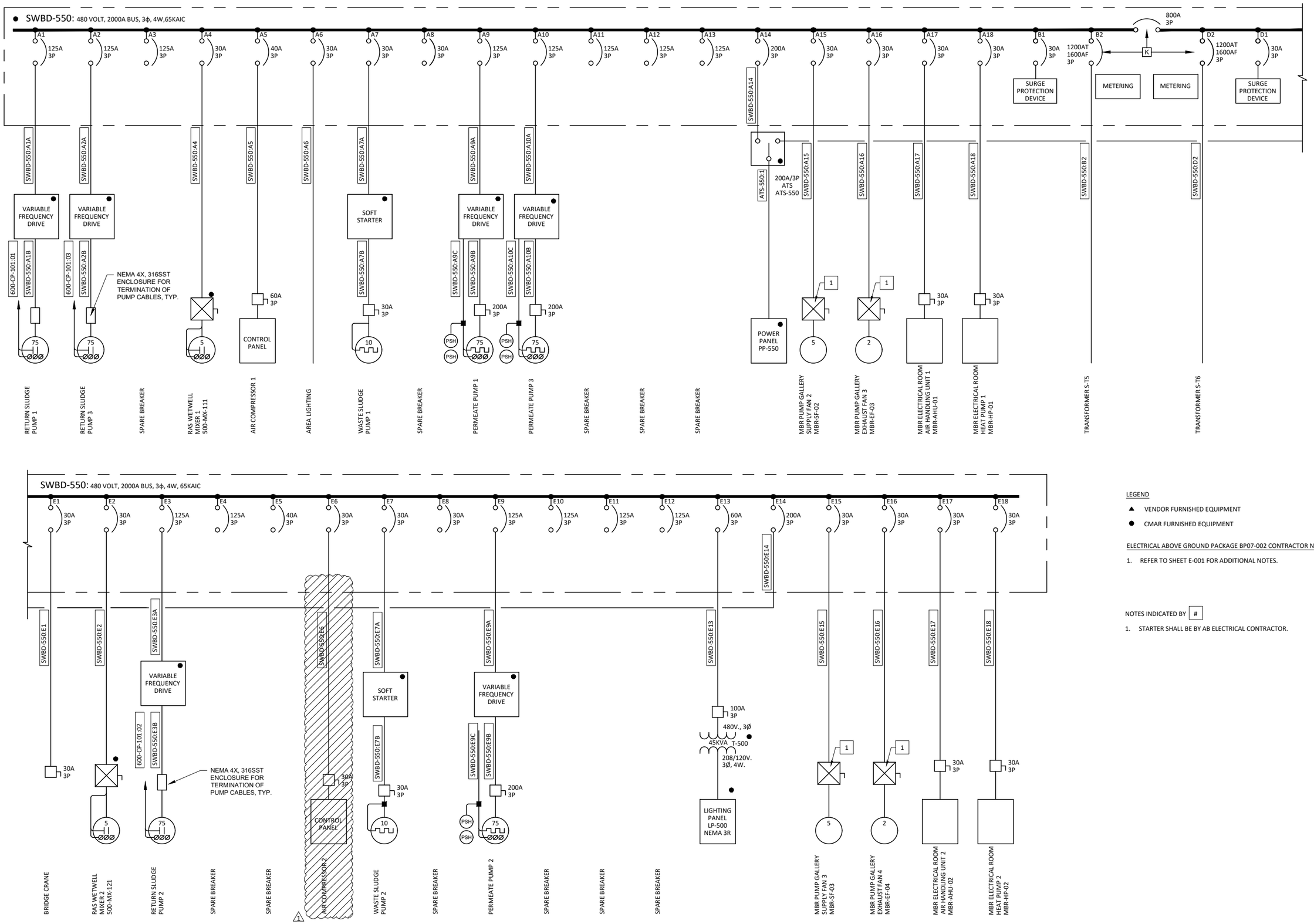

LEGEND

- ▲ VENDOR FURNISHED EQUIPMENT
- ● CMAR FURNISHED EQUIPMENT

ELECTRICAL ABOVE GROUND PACKAGE BP07-002 CONTRACTOR NOTES:

1. REFER TO SHEET E-001 FOR ADDITIONAL NOTES.

NOTES INDICATED BY [#]

1. STARTER SHALL BE BY AB ELECTRICAL CONTRACTOR.

PLUMMER

1320 S UNIVERSITY DR. STE 300 | FORT WORTH, TX 76107
817.806.1700 | TBPE REGISTERED FIRM NUMBER F-13

REV	DATE	REVISION	BY
1	3.11.25	WCD-39	PNM
0	2.15.24	IFC - ELECTRICAL BP07	PNM

Sherman
CLASSIC TOWN, GRAND HORIZON

CITY OF SHERMAN
SOUTH WASTEWATER TREATMENT PLANT - MBR

ELECTRICAL
MEMBRANE SUPPORT BUILDING
SWITCHBOARD SWBD-550 ONE-LINE DIAGRAM

PATRICK N. MOSLEY 72784 REGISTERED PROFESSIONAL ENGINEER 3/21/25

IF THIS BAR DOES NOT MEASURE ONE INCH, DRAWING IS NOT TO LABELED SCALE

DESIGNED	P. MOSELEY
DRAWN	E. ANDERSON
CHECKED	N. TOUSSAINT
REVIEWED	P. MOSELEY

Seq.

Dwg. No. E-550

1422-005-02

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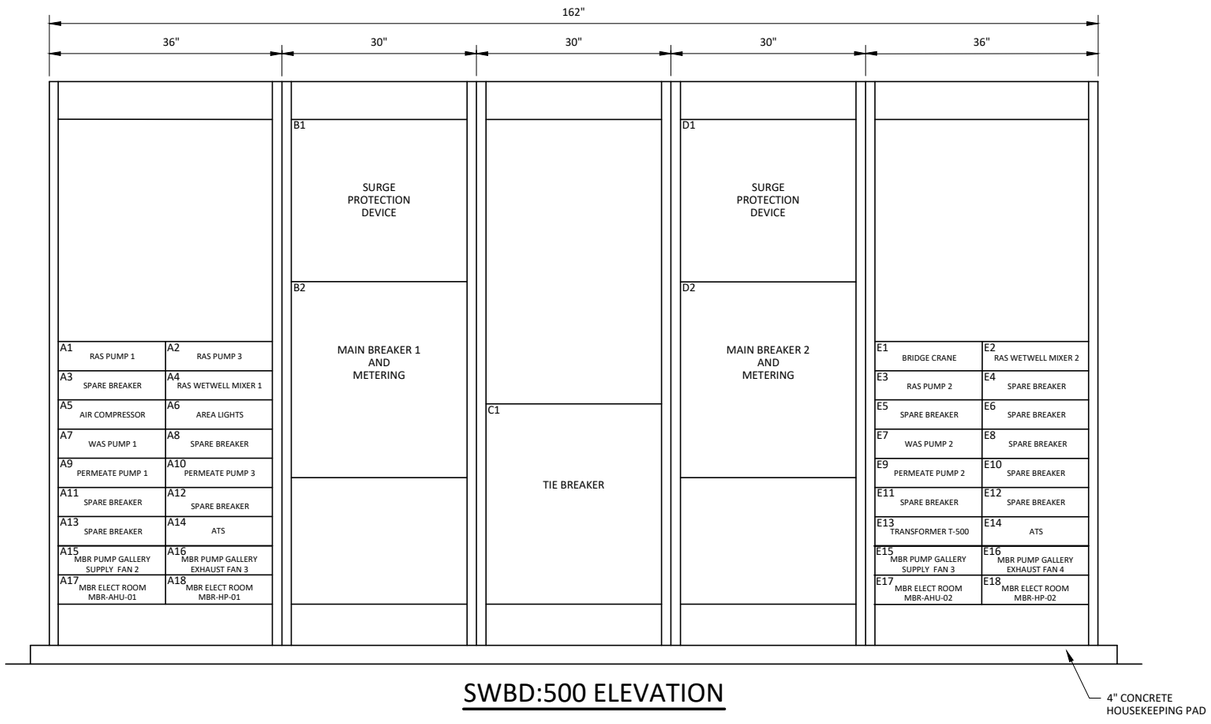

SWBD:500 ELEVATION

LEGEND

- ▲ VENDOR FURNISHED EQUIPMENT
- ● CMAR FURNISHED EQUIPMENT

ELECTRICAL ABOVE GROUND PACKAGE BP07-002 CONTRACTOR NOTES:

1. REFER TO SHEET E-001 FOR ADDITIONAL NOTES.

SWBD-550 CONDUIT AND WIRE SCHEDULE

CIRCUIT ID	CONDUIT	WIRE	TERMINATIONS	
			FROM	TO
SWBD-550:A1A	2"	1-3/C#1+G	SWBD-550, CIRCUIT A1	RETURN SLUDGE PUMP 1, VFD
SWBD-550:A1B	2"	1-3/C#1+G (VFD)	RETURN SLUDGE PUMP 1, VFD	RETURN SLUDGE PUMP 1, 600-RSP-111
SWBD-550:A2A	2"	1-3/C#1+G	SWBD-550, CIRCUIT A2	RETURN SLUDGE PUMP 3, VFD
SWBD-550:A2B	2"	1-3/C#1+G (VFD)	RETURN SLUDGE PUMP 3, VFD	RETURN SLUDGE PUMP 3, 600-RSP-131
SWBD-550:A4	3/4"	1-3/C#10+G	SWBD-550, CIRCUIT A4	RAS WETWELL MIXER 1, 600-MX-111
SWBD-550:A5	1"	1-3/C#8+G	SWBD-550, CIRCUIT A5	AIR COMPRESSOR 1, 550-AC-111
SWBD-550:A6	1"	1-3/C#10+G	SWBD-550, CIRCUIT A6	AREA LIGHTS
SWBD-550:A7A	3/4"	1-3/C#10+G	SWBD-550, CIRCUIT A7	WASTE SLUDGE PUMP 1, SOFT STARTER
SWBD-550:A7B	3/4"	1-3/C#10+G	WASTE SLUDGE PUMP 1, SOFT STARTER	WASTE SLUDGE PUMP 1, 600-WSP-111
SWBD-550:A9A	1 1/2"	1-3/C#1+G	SWBD-550, CIRCUIT A9	PERMEATE PUMP 1, VFD
SWBD-550:A9B	1 1/2"	1-3/C#1+G (VFD)	PERMEATE PUMP 1, VFD	PERMEATE PUMP 1, 500-PMP-111
SWBD-550:A9C	1"	1-7/C#14	PERMEATE PUMP 1, VFD	PERMEATE PUMP 1, 500-PMP-111
SWBD-550:A10A	1 1/2"	1-3/C#1+G	SWBD-550, CIRCUIT A10	PERMEATE PUMP 3, VFD
SWBD-550:A10B	1 1/2"	1-3/C#1+G (VFD)	PERMEATE PUMP 3, VFD	PERMEATE PUMP 3, 500-PMP-131
SWBD-550:A10C	1"	1-7/C#14	PERMEATE PUMP 3, VFD	PERMEATE PUMP 3, 500-PMP-131
SWBD-550:A14	2"	3#4/0, #4G	SWBD-550, CIRCUIT A14	AUTOMATIC TRANSFER SWITCH, ATS-550
ATS-500:1	2"	3#4/0, #4G	AUTOMATIC TRANSFER SWITCH, ATS-550	POWER PANEL PP-550
SWBD-550:A15	3/4"	1-3/C#12+G	SWBD-550, CIRCUIT A15	MBR PUMP GALLERY SF FAN 2
SWBD-550:A16	3/4"	1-3/C#12+G	SWBD-550, CIRCUIT A16	MBR PUMP GALLERY EF FAN 3
SWBD-550:A17	3/4"	1-3/C#10+G	SWBD-550, CIRCUIT A17	MBR ELECT RM AIR HANDLING UNIT 1
SWBD-550:A18	3/4"	1-3/C#10+G	SWBD-550, CIRCUIT A18	MBR ELECT RM HEAT PUMP 1
SWBD-550:B2	4-4"	4 SETS OF 4#500MCM, #2G.	SWBD-550, CIRCUIT B2	TRANSFORMER, S-T5
SWBD-550:D2	4-4"	4 SETS OF 4#500MCM, #2G.	SWBD-550, CIRCUIT D2	TRANSFORMER, S-T6
SWBD-550:E1	1"	1-3/C#10+G	SWBD-550, CIRCUIT E1	BRIDGE CRANE
SWBD-550:E2	3/4"	1-3/C#10+G	SWBD-550, CIRCUIT E2	RAS WETWELL MIXER 2, 600-MX-121
SWBD-550:E3A	2"	1-3/C#1+G	SWBD-550, CIRCUIT E3	RETURN SLUDGE PUMP 2, VFD
SWBD-550:E3B	2"	1-3/C#1+G (VFD)	RETURN SLUDGE PUMP 2, VFD	RETURN SLUDGE PUMP 2, 600-RSP-121
SWBD-550:E6	1"	1-3#10, #12G	SWBD-550, CIRCUIT E6	AIR COMPRESSOR 2
SWBD-550:E7A	3/4"	1-3/C#10+G	SWBD-550, CIRCUIT E7	WASTE SLUDGE PUMP 2, SOFT STARTER
SWBD-550:E7B	3/4"	1-3/C#10+G	WASTE SLUDGE PUMP 2, SOFT STARTER	WASTE SLUDGE PUMP 2, 600-WSP-121
SWBD-550:E9A	1 1/2"	1-3/C#1+G	SWBD-550, CIRCUIT E9	PERMEATE PUMP 2, VFD
SWBD-550:E9B	1 1/2"	1-3/C#1+G (VFD)	PERMEATE PUMP 2, VFD	PERMEATE PUMP 2, 500-PMP-131
SWBD-550:E9C	1"	1-7/C#14	PERMEATE PUMP 2, VFD	PERMEATE PUMP 2, 500-PMP-131
SWBD-550:E13	1"	1-3/C#6+G	SWBD-550, CIRCUIT E13	TRANSFORMER T-550
SWBD-550:E14	2"	3#4/0, #4G	SWBD-550, CIRCUIT E14	AUTOMATIC TRANSFER SWITCH, ATS-550
SWBD-550:E15	3/4"	1-3/C#12+G	SWBD-550, CIRCUIT E15	MBR PUMP GALLERY SF FAN 3
SWBD-550:E16	3/4"	1-3/C#12+G	SWBD-550, CIRCUIT E16	MBR PUMP GALLERY EF FAN 4
SWBD-550:E17	3/4"	1-3/C#10+G	SWBD-550, CIRCUIT E17	MBR ELECT RM AIR HANDLING UNIT 2
SWBD-550:E18	3/4"	1-3/C#10+G	SWBD-550, CIRCUIT E18	MBR ELECT RM HEAT PUMP 2

PLUMMER
1320 S UNIVERSITY DR. STE 300 | FORT WORTH, TX 76107
817.806.1700 | TBPE REGISTERED FIRM NUMBER F-13

REV	DATE	REVISION	BY
1	3.11.24	WCD-39	PNM
0	2.15.24	IFC - ELECTRICAL BP07	PNM

Sherman
CLASSIC TOWN, GRAND HORIZON

CITY OF SHERMAN
SOUTH WASTEWATER TREATMENT PLANT - MBR

ELECTRICAL
MEMBRANE SUPPORT BUILDING
SWITCHBOARD SWBD-550 ELEVATION

PATRICK N. MOSELEY 72794 LICENSED PROFESSIONAL ENGINEER 3/11/25

IF THIS BAR DOES NOT MEASURE ONE INCH, DRAWING IS NOT TO LABELED SCALE

DESIGNED P. MOSELEY
DRAWN E. ANDERSON
CHECKED N. TOUSSAINT
REVIEWED P. MOSELEY

Seq.

Dwg. No. E-551

1422-005-02

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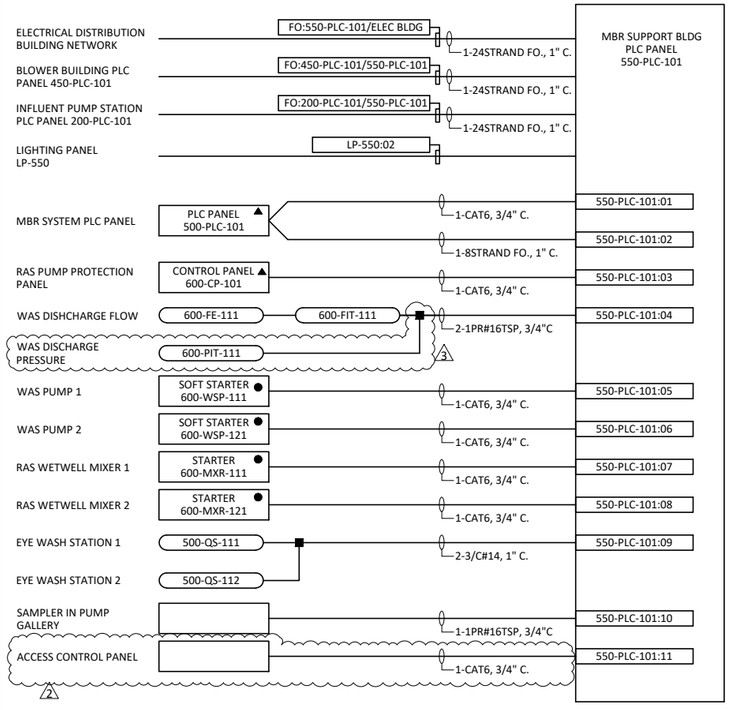
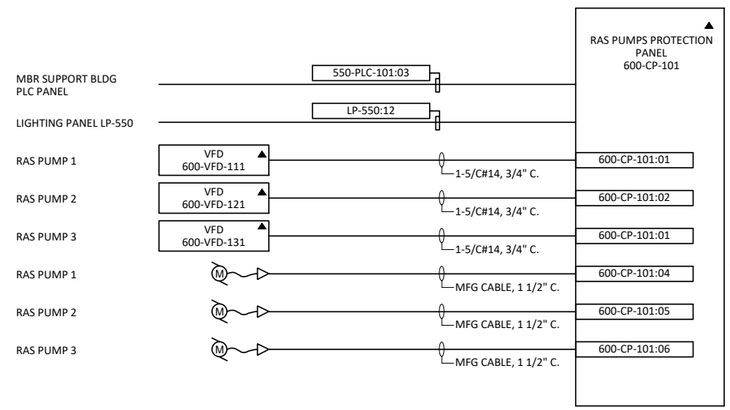
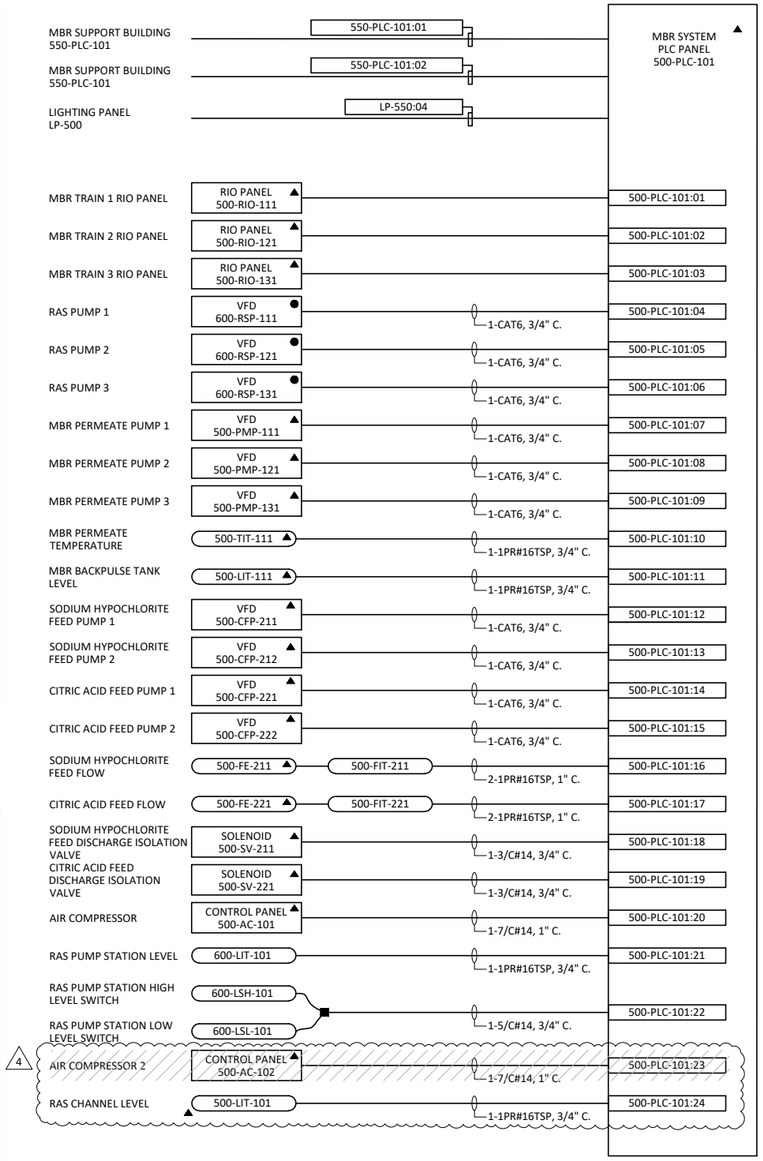


MBR SUPPORT BLDG PLC 550-PLC-101
RISER DIAGRAM
NTS



RAS PUMPS PROTECTION PANEL
RISER DIAGRAM
NTS



MBR SYSTEM PLC 500-PLC-101
RISER DIAGRAM
NTS

4 NOTES:

REVISION 0, ISSUED ON 2/15/24, WAS REMOVED FROM THE TITLE BLOCK.

LEGEND

- ▲ VENDOR FURNISHED EQUIPMENT
- ● CMAR FURNISHED EQUIPMENT

ELECTRICAL ABOVE GROUND PACKAGE BP07-002 CONTRACTOR NOTES:

1. REFER TO SHEET E-001 FOR ADDITIONAL NOTES.

PLUMMER
1320 S UNIVERSITY DR. STE 300 | FORT WORTH, TX 76107
817.806.1700 | TBPE REGISTERED FIRM NUMBER F-13

REV	DATE	REVISION	BY
4	3.11.25	WCD-39	PNM
3	12.02.24	WCD-37	EIA
2	8.25.24	WCD-29	ELA
1	5.03.24	WCD-04E	ELA

Sherman
CLASSIC TOWN, GRAND HORIZON

CITY OF SHERMAN
SOUTH WASTEWATER TREATMENT PLANT - MBR EXPANSION

ELECTRICAL
MEMBRANE SUPPORT BUILDING
RISER DIAGRAMS I

IF THIS BAR DOES NOT MEASURE ONE INCH, DRAWING IS NOT TO LABELED SCALE

DESIGNED P. MOSELEY
DRAWN E. ANDERSON
CHECKED N. TOUSSAINT
REVIEWED P. MOSELEY

Seq. 1
Dwg. No. E-553
1422-005-02

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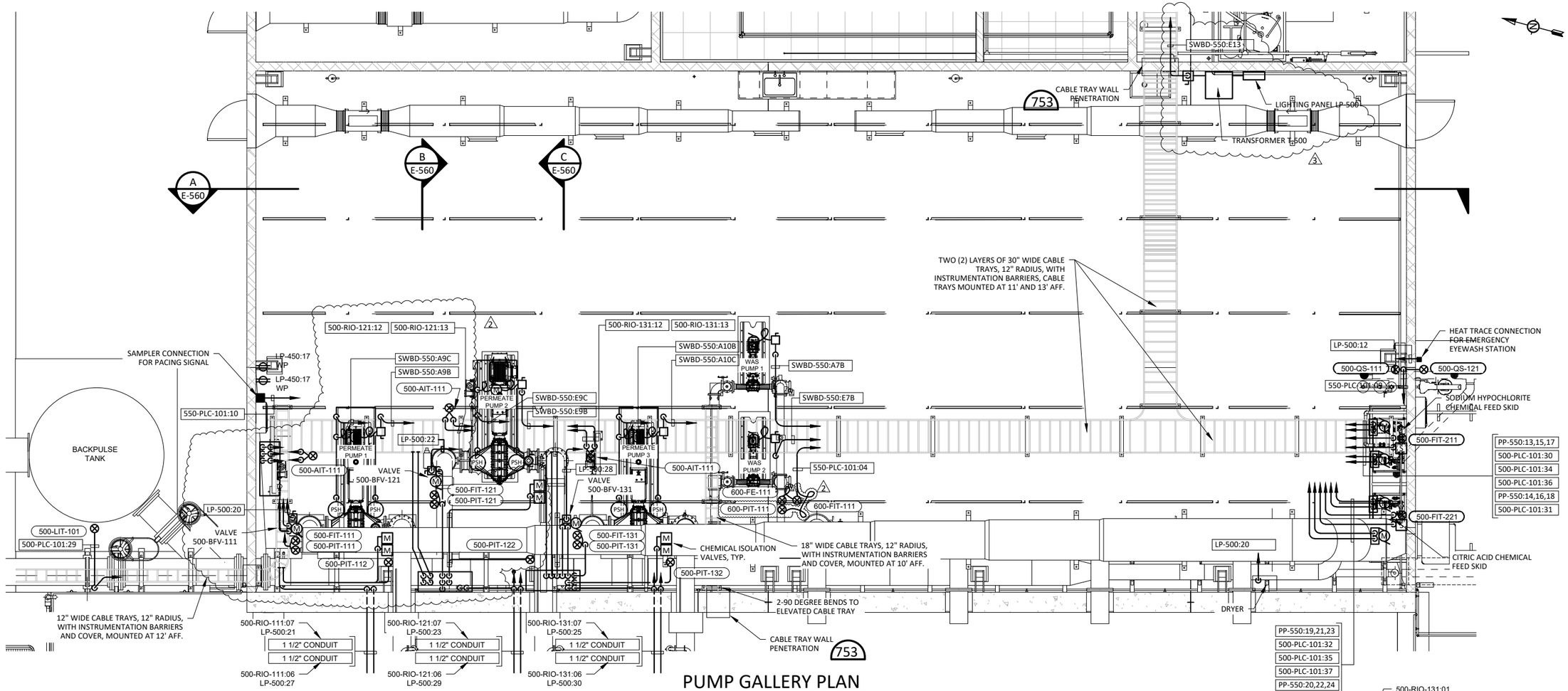
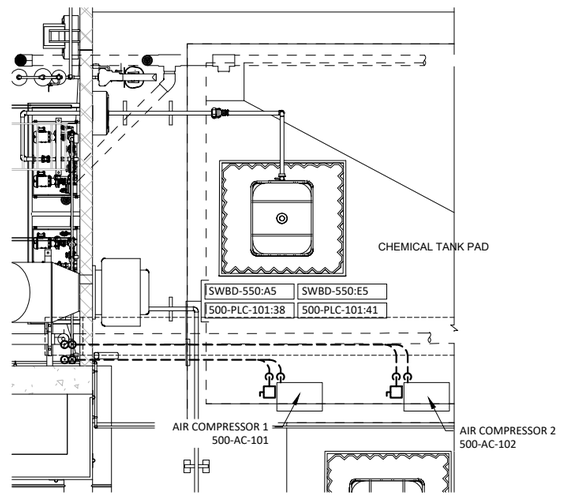


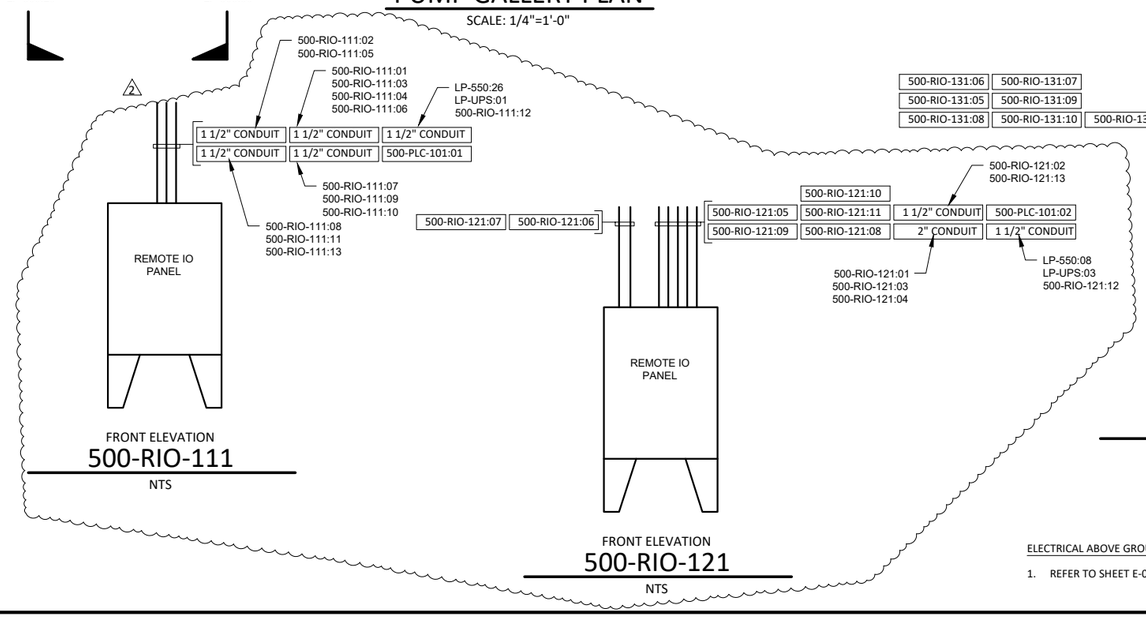
PUMP GALLERY PLAN

SCALE: 1/4"=1'-0"



AIR COMPRESSOR AREA PLAN

SCALE: 1/4"=1'-0"



ELECTRICAL ABOVE GROUND PACKAGE BP07-002 CONTRACTOR NOTES:

1. REFER TO SHEET E-001 FOR ADDITIONAL NOTES.

PLUMMER

1320 S UNIVERSITY DR, STE 300 | FORT WORTH, TX 76107
817.806.1700 | TBPE REGISTERED FIRM NUMBER F-13

REV	DATE	REVISION	BY
3	3.11.25	WCD-39	PNM
2	12.02.24	WCD-37	PNM
1	5.03.24	WCD-04E	ELA
0	2.15.24	IFC - ELECTRICAL BP07	PNM

Sherman
CLASSIC TOWN, GRAND HORIZON

CITY OF SHERMAN
SOUTH WASTEWATER TREATMENT PLANT - MBR

ELECTRICAL
MEMBRANE SUPPORT BUILDING
PUMP GALLERY POWER PLAN

PATRICK N. MOSELEY 72794 REGISTERED PROFESSIONAL ENGINEER 3/11/25

IF THIS BAR DOES NOT MEASURE ONE INCH, DRAWING IS NOT TO LABELED SCALE

DESIGNED P. MOSELEY
DRAWN E. ANDERSON
CHECKED N. TOUSSAINT
REVIEWED P. MOSELEY

Seq. 1
Dwg. No. E-559
1422-005-02

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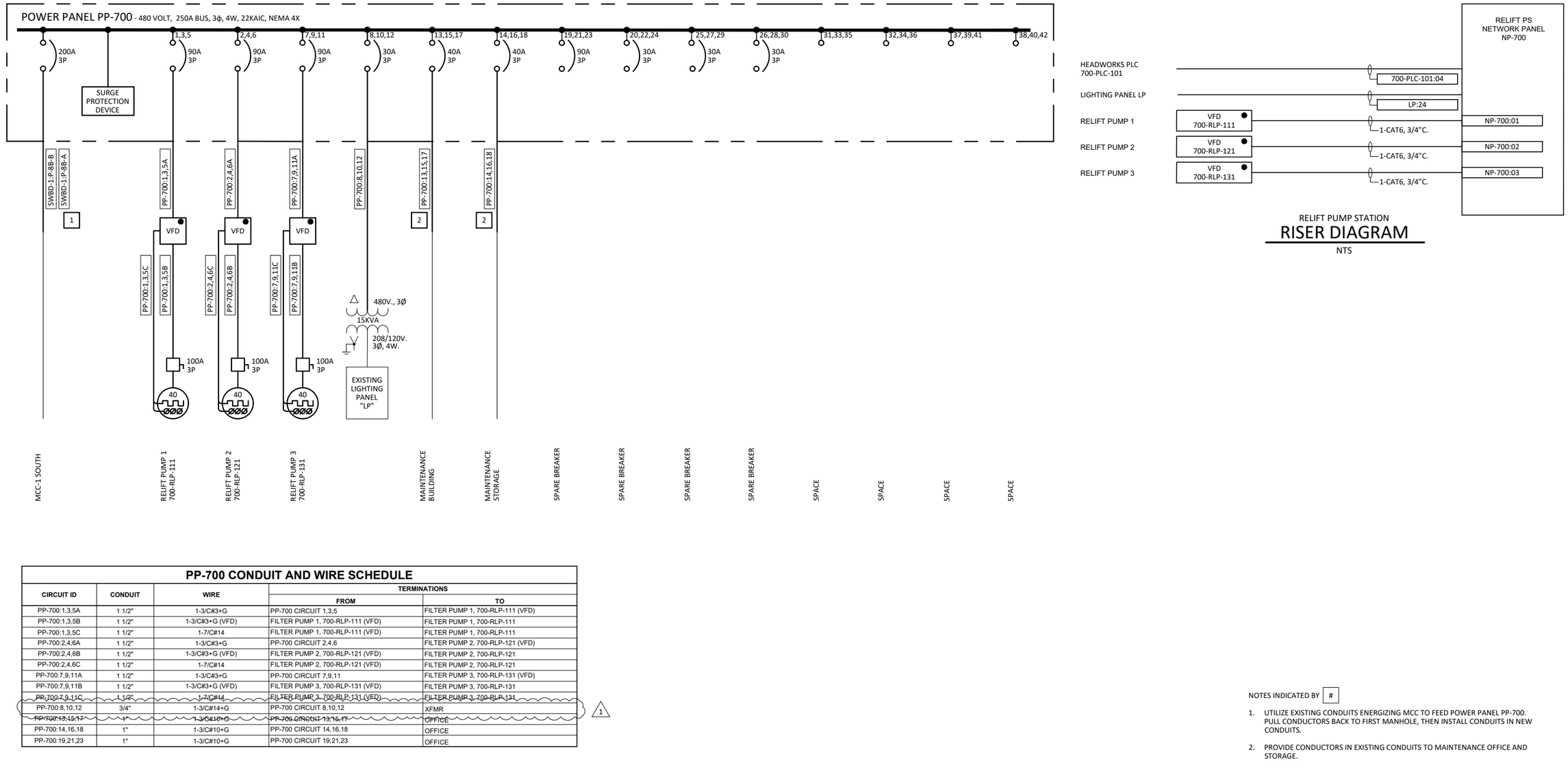

RELIFT PUMP STATION

RISER DIAGRAM

NTS

PP-700 CONDUIT AND WIRE SCHEDULE

CIRCUIT ID	CONDUIT	WIRE	TERMINATIONS	
			FROM	TO
PP-700:1,3,5A	1 1/2"	1-3/C#3+G	PP-700 CIRCUIT 1,3,5	FILTER PUMP 1, 700-RLP-111 (VFD)
PP-700:1,3,5B	1 1/2"	1-3/C#3+G (VFD)	FILTER PUMP 1, 700-RLP-111 (VFD)	FILTER PUMP 1, 700-RLP-111
PP-700:1,3,5C	1 1/2"	1-7/C#14	FILTER PUMP 1, 700-RLP-111 (VFD)	FILTER PUMP 1, 700-RLP-111
PP-700:2,4,6A	1 1/2"	1-3/C#3+G	PP-700 CIRCUIT 2,4,6	FILTER PUMP 2, 700-RLP-121 (VFD)
PP-700:2,4,6B	1 1/2"	1-3/C#3+G (VFD)	FILTER PUMP 2, 700-RLP-121 (VFD)	FILTER PUMP 2, 700-RLP-121
PP-700:2,4,6C	1 1/2"	1-7/C#14	FILTER PUMP 2, 700-RLP-121 (VFD)	FILTER PUMP 2, 700-RLP-121
PP-700:7,9,11A	1 1/2"	1-3/C#3+G	PP-700 CIRCUIT 7,9,11	FILTER PUMP 3, 700-RLP-131 (VFD)
PP-700:7,9,11B	1 1/2"	1-3/C#3+G (VFD)	FILTER PUMP 3, 700-RLP-131 (VFD)	FILTER PUMP 3, 700-RLP-131
PP-700:7,9,11C	1 1/2"	1-7/C#14	FILTER PUMP 3, 700-RLP-131 (VFD)	FILTER PUMP 3, 700-RLP-131
PP-700:8,10,12	3/4"	1-3/C#14+G	PP-700 CIRCUIT 8,10,12	XFMR
PP-700:13,15,17	1"	1-3/C#10+G	PP-700 CIRCUIT 13,15,17	OFFICE
PP-700:14,16,18	1"	1-3/C#10+G	PP-700 CIRCUIT 14,16,18	OFFICE
PP-700:19,21,23	1"	1-3/C#10+G	PP-700 CIRCUIT 19,21,23	OFFICE

1

NOTES INDICATED BY #

1. UTILIZE EXISTING CONDUITS ENERGIZING MCC TO FEED POWER PANEL PP-700. PULL CONDUCTORS BACK TO FIRST MANHOLE, THEN INSTALL CONDUITS IN NEW CONDUITS.
2. PROVIDE CONDUCTORS IN EXISTING CONDUITS TO MAINTENANCE OFFICE AND STORAGE.

LEGEND

- ▲ VENDOR FURNISHED EQUIPMENT
- ● CMAR FURNISHED EQUIPMENT

ELECTRICAL ABOVE GROUND PACKAGE BP07-002 CONTRACTOR NOTES:

1. REFER TO SHEET E-001 FOR ADDITIONAL NOTES.
2. FURNISH AND INSTALL MIXER SOFT STARTER.

MODIFICATIONS SHOWN DARKENED

PLUMMER
1320 S UNIVERSITY DR. STE 300 | FORT WORTH, TX 76107
817.806.1700 | TBPE REGISTERED FIRM NUMBER F-13

REV	DATE	REVISION	BY
1	3.11.25	WCD-39	PNM
0	8.26.24	WCD-33	PNM

Sherman
CLASSIC TOWN, BROAD HORIZON

CITY OF SHERMAN
SOUTH WASTEWATER TREATMENT PLANT - MBR

ELECTRICAL
TERTIARY FILTERS
POWER PANEL PP-700

PATRICK N. MOSELEY 72794 REGISTERED PROFESSIONAL ENGINEER 3/11/25

IF THIS BAR DOES NOT MEASURE ONE INCH, DRAWING IS NOT TO LABELED SCALE

DESIGNED P. MOSELEY
DRAWN E. ANDERSON
CHECKED N. TOUSSAINT
REVIEWED P. MOSELEY

Seq.

Dwg. No. E-705

1422-005-02

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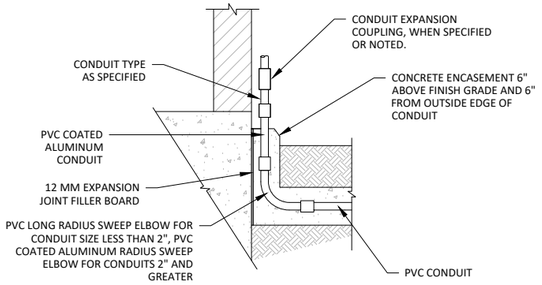
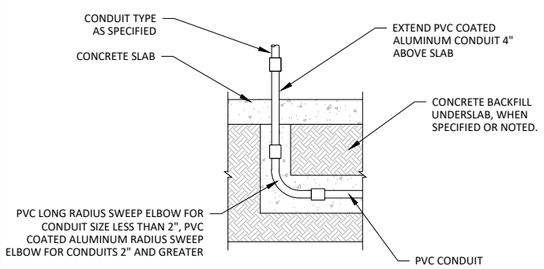


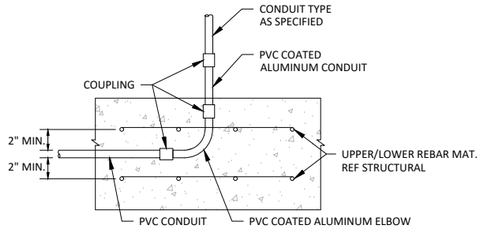
OUTSIDE EDGE OF STRUCTURE CONDUIT STUB UP

NTS 731



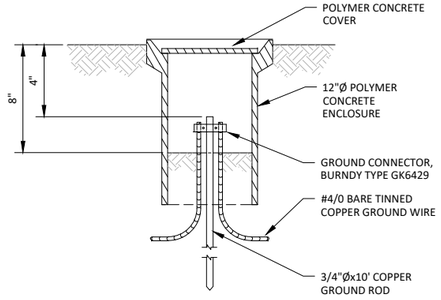
CONCRETE SLAB CONDUIT STUB UP

NTS 734



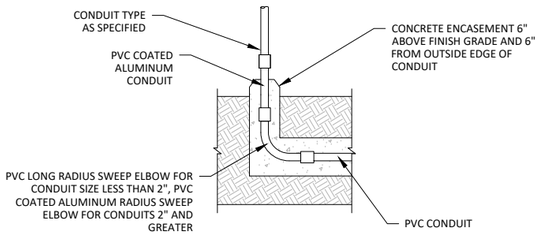
IN-SLAB CONDUIT STUB UP

NTS 779



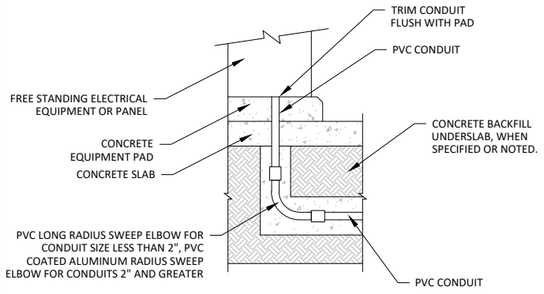
GROUND TEST WELL

NTS 710



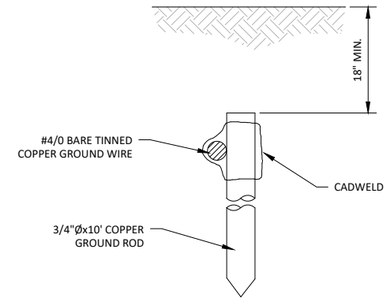
AT GRADE CONDUIT STUB UP

NTS 732



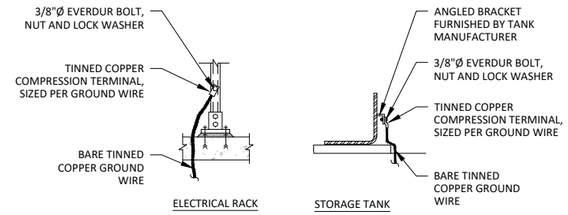
CONCRETE SLAB CONDUIT STUB UP

NTS 736



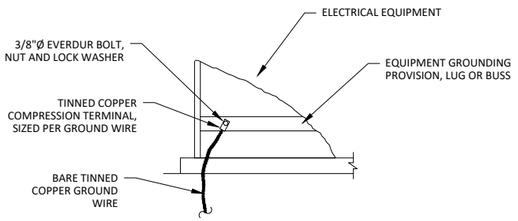
GROUND ROD

NTS 709



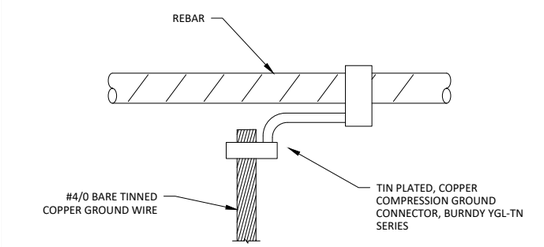
COMPRESSION LUG GROUND

NTS 713



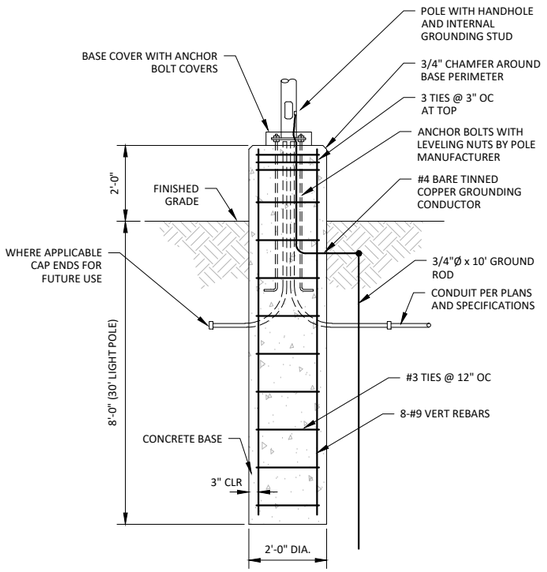
EQUIPMENT GROUND CONNECTION

NTS 714



REBAR GROUND CONNECTION

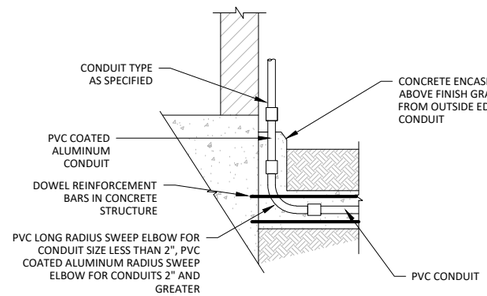
NTS 718



P1 FIXTURE SHALL BE HOLOPHANE MONGOOSE LED FIXTURE ON 30' SQUARE POLE. FIXTURE SHALL BE MONGOOSE LARGE, 45,000 LUMENS, 4,000 K CCT, 480-VOLT, NARROW ROADWAY, LOW TILT, ARCHITECTURAL MOUNTING, BARK BRONZE, WITH EXTREME LONG LIFE PHOTO-CONTROL AND UP-LIGHT SKIRT. POLE SHALL BE HOLOPHANE SQUARE STRAIGHT ALUMINUM POLE, DRILLING FOR ONE UNIT, DARK BRONZE, 6" SQUARE AND .250" THICKNESS.

LIGHT POLE FOUNDATION

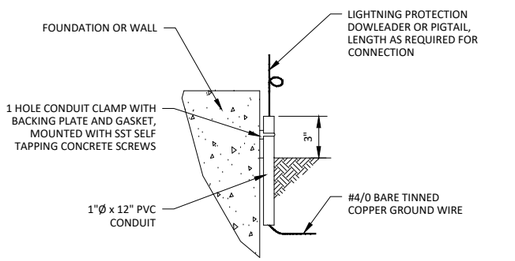
NTS 743



OUTSIDE EDGE OF STRUCTURE CONDUIT STUB UP WITH DOWELS

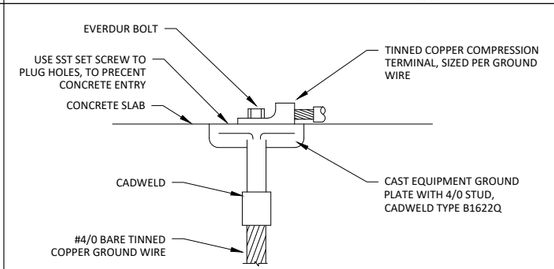
NTS 733

1



GROUND STUB

NTS 717



GROUND PLATE IN SLAB

NTS 716

PLUMMER

1320 S UNIVERSITY DR. STE 300 | FORT WORTH, TX 76107
817.806.1700 | TBPE REGISTERED FIRM NUMBER F-13

REV	DATE	REVISION	BY
0	2.15.24	IFC - ELECTRICAL BP07	PNM
1	3.11.25	WCD-39	PNM

Sherman
CLASSIC TOWN, GRAND HORIZON

CITY OF SHERMAN
SOUTH WASTEWATER TREATMENT PLANT - MBR

ELECTRICAL
STANDARD DETAILS II

PATRICK N. MOSELEY
72784
LICENSED
PROFESSIONAL
ENGINEER
3/31/25

IF THIS BAR DOES NOT MEASURE ONE INCH, DRAWING IS NOT TO LABELED SCALE

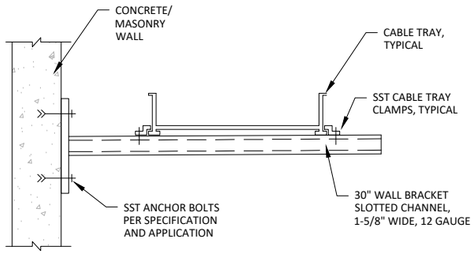
DESIGNED	P. MOSELEY
DRAWN	E. ANDERSON
CHECKED	N. TOUSSAINT
REVIEWED	P. MOSELEY

Seq.

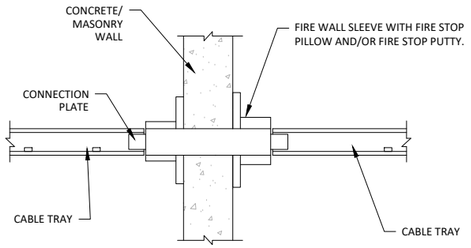
Dwg. No. E-9006

1422-005-02

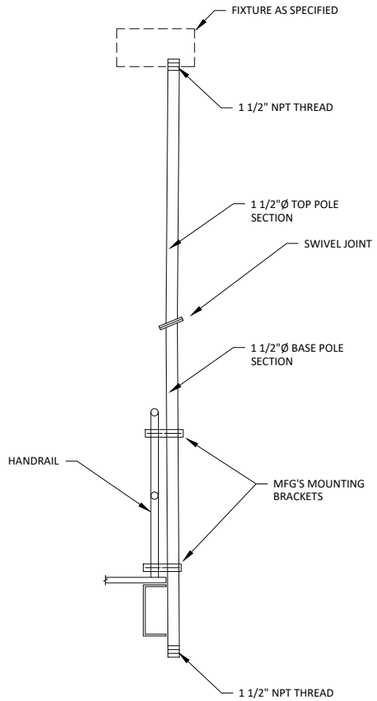
PRINTED: 3/31/2025 3:58 PM C:\Users\pmoseley\DC\ACCDocs\Plummer Associates\Eltc Group\Project Files\1422 - SHERMAN\1422-005-02_MBR_PLANTYCAD\SHEETS\ELECTYE-9006.dwg SAVED: 3/31/2025 3:44 PM SAVED BY: Pmoseley USER: Moseley, Patrick



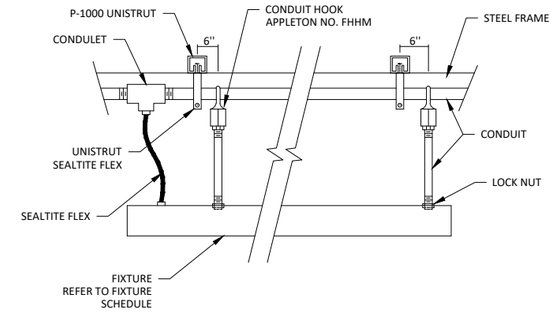
CABLE TRAY SUPPORT "A" 754
NTS



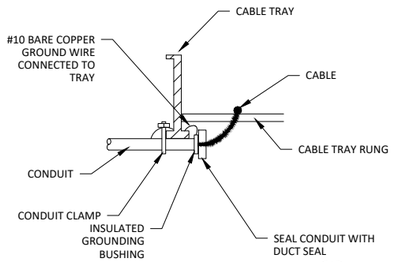
CABLE TRAY WALL PENETRATION 753
NTS



STANCHION MOUNT SWIVELPOLE 795
NTS



FIXTURE MOUNTING 918



CONDUIT/CABLE ENTERING TRAY 751
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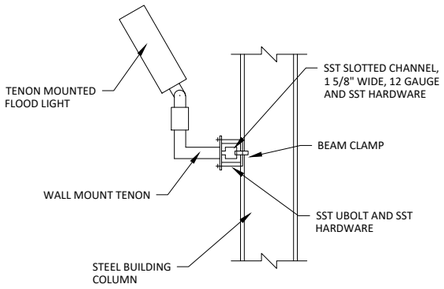
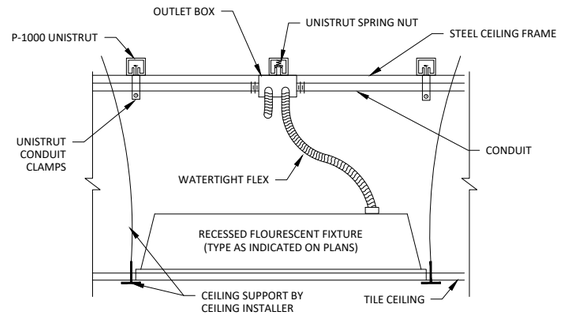
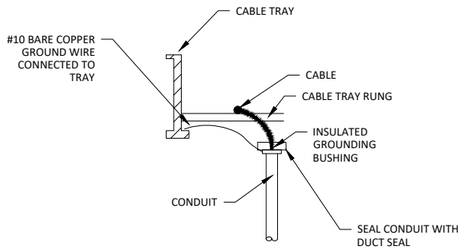


COLUMN MOUNTED FIXTURE 792
NTS



RECESSED FIXTURE MOUNTING 916



CONDUIT/CABLE ENTERING TRAY 752
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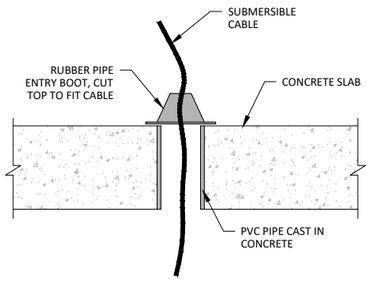

CABLE ENTRY WETWELL 776
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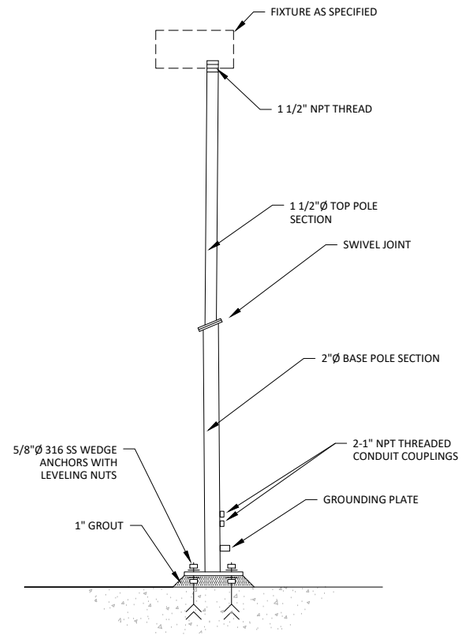
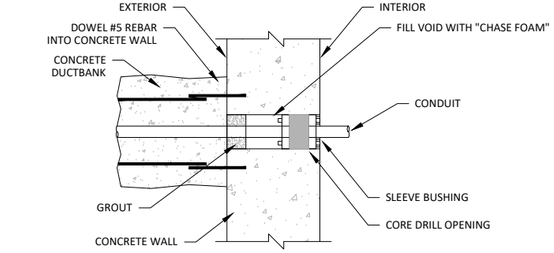
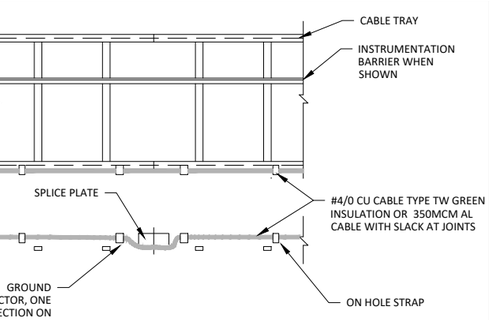


FLOOR MOUNT SWIVELPOLE 794
NTS

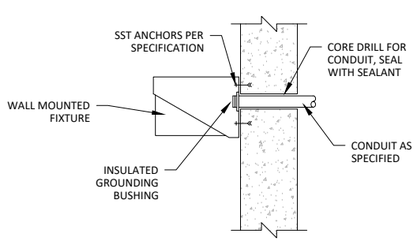


EXISTING CONCRETE WALL
CONDUIT ENTRY 742
NTS

1



CABLE TRAY GROUNDING DETAIL 750
NTS



WALL MOUNTED FIXTURE 791
NTS

PLUMMER
1320 S UNIVERSITY DR. STE 300 | FORT WORTH, TX 76107
817.806.1700 | TBPE REGISTERED FIRM NUMBER F-13

REV	DATE	REVISION	BY
1	3.11.25	WCD-39	PNM
0	2.15.24	IFC - ELECTRICAL BP07	PNM

Sherman
CLASSIC TOWN, GRAND HORIZON

CITY OF SHERMAN
SOUTH WASTEWATER TREATMENT PLANT - MBR

ELECTRICAL
STANDARD DETAILS V

PATRICK N. MOSELEY
72784
LICENSED
PROFESSIONAL
ENGINEER
3/31/25

IF THIS BAR DOES NOT MEASURE ONE INCH, DRAWING IS NOT TO LABELED SCALE

DESIGNED P. MOSELEY
DRAWN E. ANDERSON
CHECKED N. TOUSSAINT
REVIEWED P. MOSELEY

Seq.
Dwg. No. E-9009
1422-005-02

PRINTED: 3/31/2025 3:46 PM C:\Users\pmoseley\DC\ACCDocs\Plummer Associates\EIC Group\Project Files\1422 - SHERMAN\1422-005-02_MBR_PLANTVCAD\SHEETS\ELECTV E-9009.dwg SAVED: 3/31/2025 3:44 PM SAVED BY: Pmoseley USER: Moseley, Patrick

RFI

Project Name:	South Wastewater Treatment Plant - MBR	**Project Tracker No.**	1422-005-02
Contract No.:	1513-U	**Plummer CPM:**	Sherri van der Wege
RFI Name/Subject:	MBR Support - Citric Acid / Sodium Hypochlorite Drain Lines	**Requested Response Date:**	6/9/2025
Contractor:	Kiewit Water Facilities South	**Contractor PM:**	Kory Kyllo
RFI Key Contact:	Brent Harwood	**Key Contact Phone:**	682-298-6368
Subcontractor/Vendor:	Kiewit		
Specification Section:	40 05 23 – Stainless Steel Process Pipe and Tubing		
Secondary Discipline:	☐ Architectural ☐ Civil ☐ Electrical ☐ HVAC ☐ Instrumentation & Controls ☑ Proc/Mech ☐ Plumbing ☐ Structural		
Reference Drawing(s):	M-551, M-552, M-553		
RFI No.:	COSK-KWT-DNG-RFI-0519		
RFI Contents:	☐ Shop Drawing ☐ Administrative ☐ As-Builts ☐ Sample ☐ *Product Data* ☑ *Additional Information* ☐ *O&M*		
Impacts:	☑ Cost ☑ Schedule		
Question/Issue:	The current chemical drain lines in the MBR Support Building could mix citric acid and sodium hypochlorite with human error. Mixing of the chemicals in the same drain would be dangerous as it would produce chlorine gas. In discussions between Plummer, Kiewit, and the client, it was agreed that we should find a way to separate these drain lines.		
Proposed Solution:	Please see the attached drawings with markups and email correspondence from Plummer which detail the new routing for the sodium hypochlorite drain line in the MBR Support Building. Please confirm that this is how we should proceed.		

☑ Contractor hereby certifies that (i) Contractor has complied with the requirements of Contract Documents in preparation, review and submission of designated RFI and (ii) the RFI is completed and in accordance with the Contract Documents and requirements of laws and regulations and governing agencies.
Contractor (Authorized by): Adam Murphy

RFI Package Response Status (Approved, Rejected, Response as Noted):	
RFI Status:	
Comments:	See attached response

Plummer
1320 S University Drive #300
Fort Worth, Texas 76107
P: 8188061700

Project: 1442-005-02 South Wastewater Treatment Plant
302 Cliff Hestand Road
Sherman, Texas

RFI #657: MBR Support - Citric Acid / Sodium Hypochlorite Drain Lines

Status	Open		
To	Quentin Geile (Plummer) *(Response Required)*	**From**	Alyssa OBrien (Plummer)
Date Initiated	Jun 4, 2025	**Due Date**	Jun 7, 2025
Location	Membrane Support Building	**Project Stage**	Course of Construction
Cost Impact	Yes (Unknown)	**Schedule Impact**	Yes (Unknown)
Spec Section	40 05 23 - Stainless Steel Process Pipe and Tubing	**Cost Code**	
Drawing Number	M 551 - 553	**Reference**	
Linked Drawings			
Suggested Solution		**Change Order Required?**	
Received From			
Copies To	Brian Beach (Plummer), Naomi Lightfoot (Plummer) , Alyssa OBrien (Plummer)		

SUGGESTED SOLUTION

Contractor Suggested Solution	Please see the attached drawings with markups and email correspondence from Plummer which detail the new routing for the sodium hypochlorite drain line in the MBR Support Building.

Activity

Question

Question from Alyssa OBrien Plummer *on Wednesday, Jun 4, 2025 at 07:21 AM CDT*

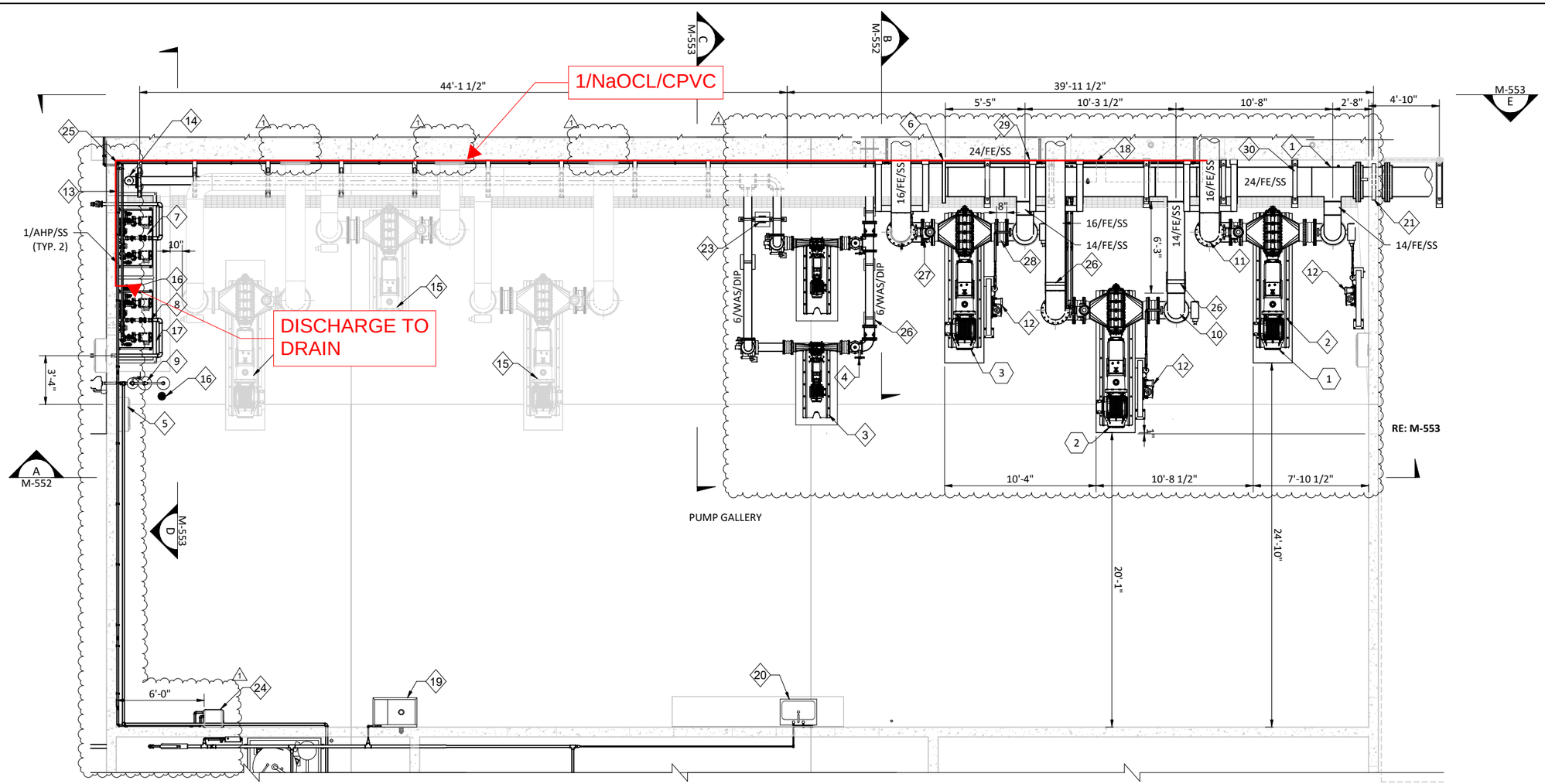
See attached RFI

Attachments
COSK-KWT-DNG-RFI-0519.00.RFI.00.02.pdf

Official Response

Response from Quentin Geile Plummer *on Thursday, Jun 5, 2025 at 08:48 AM CDT*

Please proceed with combining and routing the sodium hypochlorite drains for each train back to the chemical skid area as shown in the RFI drawings. The common drain pipe shall be 3" instead of the 1" shown. Contractor may field route piping as needed while maintaining a minimum 1/8" per 1' slope. Update the As-builts accordingly.



PERMEATE PUMP GALLERY AREA PLAN

SCALE: 1/4" = 1'-0"

NOTES:

1. REFER TO G-006 TO G-012 FOR ADDITIONAL NOTES.
2. ELECTRICAL WIRING, CONDUITS, AND CABLE TRAYS ARE NOT SHOWN ON MECHANICAL SHEETS FOR CLARITY. CONTRACTOR SHALL REFERENCE ELECTRICAL SHEETS FOR ROUTES, ELEVATIONS, AND COORDINATION BETWEEN DICIPLINES.
3. FUTURE PUMPS AND PIPING ARE SHOWN FOR CLARITY ONLY.
4. PAINT ALL NEW EQUIPMENT, PIPING, VALVES, AND SUPPORTS, EXCEPT STAINLESS STEEL, ALUMINUM, PVC, AND FIBERGLASS IN ACCORDANCE WITH SPECIFICATION SECTION 09 91 00, "PAINTING AND PROTECTIVE COATINGS." COLOR SHALL BE SELECTED BY OWNER. PAINT SHALL BE TOUCHED UP AND UNDAMAGED PRIOR TO FINAL COMPLETION.
5. PAINT CHEMICAL PUMP SKID CONTAINMENT AREA WITH EPOXY COATINGS PER SECTION 09 91 00, "PAINTING AND PROTECTIVE COATINGS." ALL WALLS AND FLOORS INSIDE THE CURB AREA SHALL BE COATED.
6. PIPE SUPPORT LOCATIONS ARE FOR ILLUSTRATION PURPOSES ONLY. FURNISH PIPE SUPPORTS IN ACCORDANCE WITH THE SPECIFICATIONS AND PIPE MANUFACTURER RECOMMENDATIONS.
7. CPVC DRAINS FROM PIT, TURBIDITY METER, AND SODIUM HYPOCHLORITE CONNECTION SHALL BE ROUTED TO TRENCH DRAIN.
8. CPVC DRAINS FROM CITRIC ACID CONNECTION SHALL BE ROUTED TO COMMON DRAIN UNDER THE SLAB. DO NOT COMBINE CITRIC ACID DRAIN WITH SODIUM HYPOCHLORITE DRAIN.
9. ROUTE 1" COMBO ARV DISCHARGE PIPING TO TRENCH DRAIN.
10. FIELD COORDINATE VENDOR SUPPLIED TURBIDITY PANELS. THE PANELS MAY BE FLOOR MOUNTED AND SUPPORTED WITH A STAND ADJACENT TO THE PUMP OR WALL MOUNTED ON THE WEST WALL OF THE PUMP ROOM. PIPING TO AND FROM THE TURBUIDITY PANEL MAY BE FIELD ROUTED SUCH THAT PIPING IS OUT OF WALKWAYS AND DOES NOT CONFLICT WITH ACCESS TO EQUIPMENT. PIPING SHALL BE SUPPORTED PER SPECIFICATIONS. NO FREE LIQUID FROM THE PANEL MAY DRAIN DIRECTLY TO THE FLOOR, ALL DRAINS SHALL BE ROUTED WITH PVC PIPING FROM THE TURBIDITY PANEL TO THE TRENCH DRAIN. CONTRACTOR SHALL REFER TO VENDOR INSTALLATION GUIDES.
11. FIELD COORDINATE VENDOR SUPPLIED CONTROL PANEL WITH OWNER IN THE FIELD ALONG THE WEST WALL OF THE PUMP ROOM. INSTALLATION OF CONTROL PANELS NEEDS TO BE COORDINATE WITH ELECTRICAL CODE AND ELECTRICAL PLANS.
12. FIELD ROUTE DRAIN PIPING FROM CHEMICAL INJECTION TAPS TO THE TRENCH DRAIN. SUPPORT FROM THE WEST WALL AND ROUTE OUT OF WALKWAYS TO THE TRENCH DRAIN. PROVIDE PVC PIPING FROM ALL INSTRUMENTS AND FIELD ROUTE TO CLOSET DRAIN. COORDINATE WITH OWNER.
13. NOTE THAT ALL VENDOR SUPPLIED INSTRUMENTS, VALVES, PANELS ARE ILLUSTRATIVELY SHOWN. CONTRACTOR SHALL COORDINATE WITH VENDOR, OWNER, AND ENGINEER TO PROVIDE A COMPLETE WORKING SYSTEM PER THE PROJECT P&IDS SPECIFICATIONS AND DRAWINGS.

1
14. EXPANSION COUPLING SHALL BE SINGLE ARCH FROM RED VALVE MODEL J-1 OR PROCO EQUIVALENT.
15. DRYER SHALL BE WALL MOUNTED WITH THE TOP OF THE UNIT 4' ABOVE THE FINISHED FLOOR. DRYER SHALL BE ORIENTED WITH THE INLET AND OUTLET PIPING FACING SOUTH. PIPING SHALL BE FIELD ROUTED ABOVE THE OVERHEAD COILING DOOR. FINAL LOCATION OF DRYER SHALL BE FIELD COORDINATED WITH THE FIRE EXTINGUISHER AND DOOR ACCESS.
16. 1" SS TEE SHALL BE INSTALLED FOR THE AHP LINE INSIDE THE SUPPORT BUILDING. ONE BRANCH SHALL GO EAST TO THE DRYER. THE OTHER SHALL GO NORTH TO THE BRB RECEIVER TANK. CONTRACTOR SHALL FURNISH AND INSTALL TWO, 1" BALL VALVES ON THE NORTH AND EAST SIDES OF THE TEE.
17. WALL BRACKET SUPPORTS SHALL BE PROVIDED FOR THE 24" HEADER PIPE AND SPACED 12" FROM THE 24"x14" TEES OR AS RECOMMENDED BY THE PIPE SUPPORT MANUFACTURER. ROUTE SMALL DIAMETER PIPING THROUGH OPEN PARTS OF BRACKET AS NEEDED.
18. SINGLE PIPE SUPPORT FOR BOTH PIPES OR TWO SEPARATE PIPE SUPPORTS (ONE FOR EACH PIPE PER DETAIL 352) MAY BE FURNISHED. DESIGN SHALL BE BY THE PIPE SUPPORT MANUFACTURER IF SINGLE SUPPORT IS FURNISHED.

KEY NOTES:

1. 24X14" 316 SS TEE (TYP 3)
2. PERMEATE PUMP (TYP 3) ▲
3. WAS PUMP (TYP 2)
4. 6" PLUG VALVE (TYP 4)
5. WALL MOUNTED HOSE STATION (304)
6. 24" 316 SS BLIND FLANGE
7. CITRIC ACID SKID ▲
8. SODIUM HYPOCHLORITE SKID ▲
9. EMERGENCY SHOWER/EYE WASH (TYP)
10. 14" 316 SS 90° (TYP)
11. 16" 316 SS 90° (TYP)
12. TURBIDITY PANEL (TYP 3)(SEE NOTE 10) ▲
13. 6" FLOW MAGNETIC METER
14. 1" COMBO ARV (SEE NOTE 9) (302)
15. FUTURE PERMEATE PUMP AND DISCHARGE PIPING (TYP. 3)
16. FLOOR DRAIN (HP220)
17. 6" CONCRETE CONTAINMENT CURB (REF STRUCTURAL) (SEE NOTE 5) (506)
18. LOCAL CONTROL PANEL (TYP 3) (BELOW) (REF ELECTRICAL) (SEE NOTE 5)
19. FREE STANDING SS SINK AND WORK AREA (REF PLUMBING)
20. SINK AND CABINETS (REF ARCH)
21. 24" 316 SS FLGXFLG WALL FITTING (326)
22. 6" DIP WALL FITTING(BELOW) (320) 1

1
23. PIPE SUPPORT (SEE NOTE 18)
24. DRYER (SEE NOTE 15)
25. 1" SS TEE AND TWO, 1" SS BALL VALVES (SEE NOTE 16)
26. ADJUSTABLE STANCHION SUPPORT (TYP.) (352)
27. 16" EXPANSION COUPLING (SEE NOTE 14) (TYP. 3) (371)
28. 14" EXPANSION COUPLING (SEE NOTE 14) (TYP. 3) (371)
29. WALL SUPPORT (TYP. 3) (353)
30. WALL BRACKET SUPPORT (TYP. 5) (SEE NOTE 17) (MP222)

EQUIPMENT TAGS:

1. 550-PMP-111▲
2. 550-PMP-121▲
3. 550-PMP-131▲
4. 600-WSP-111▲
5. 600-WSP-121▲

NOTES BY SYMBOL:

▲ VENDOR SUPPLIED EQUIPMENT, PANEL, OR INSTRUMENTS.

PLUMMER
1320 S UNIVERSITY DR, STE 300 | FORT WORTH, TX 76107
817.806.1700 | TBPE REGISTERED FIRM NUMBER F-13

NO.	DATE	REVISION	BY
1	08/09/24	WCD 022	DW
0	03/20/24	IFC SET	DW

Sherman
CLASSIC TOWN, BROAD HORIZON

CITY OF SHERMAN
SOUTH WASTEWATER TREATMENT PLANT - MBR

MECHANICAL

MBR SUPPORT BLDG PUMP GALLERY PLAN

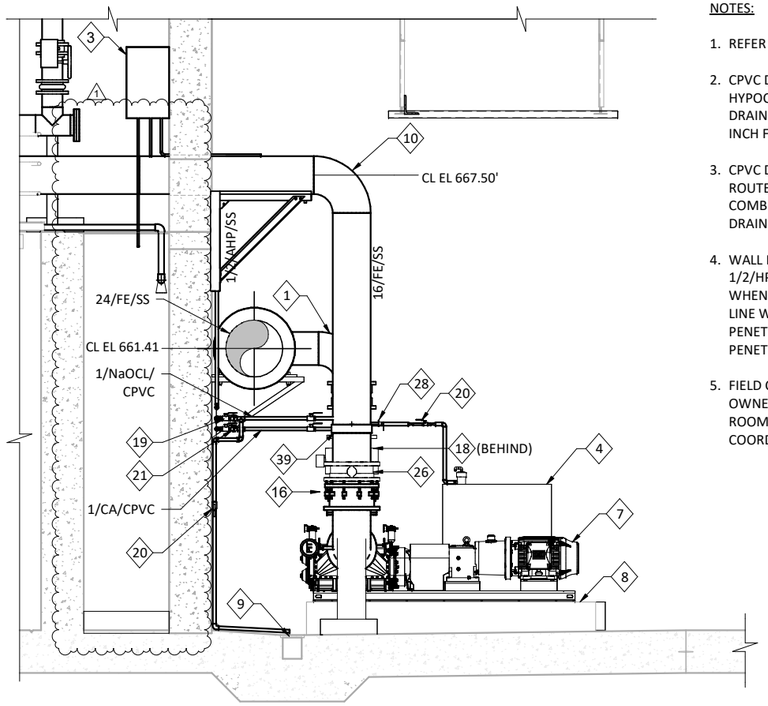
STATE OF TEXAS
PAULA A. MONACO
132844
LICENSED PROFESSIONAL ENGINEER
8-9-2024

IF THIS BAR DOES NOT MEASURE ONE INCH, DRAWING IS NOT TO LABELED SCALE

DESIGNED	J. B. MURRAY
DRAWN	W. DAGM
CHECKED	P. MONACO
REVIEWED	P. O'BRIEN
Seq.	of
Dwg. No.	M-551

1422-005-02

PRINTED: 8/9/2024 10:35:19 AM Autodesk Docs://1422-005-02_Sherman_WW/NW_MBR_SUPPORT_BUILDING_M.rvt



SECTION B (B / M-551)
SCALE: 3/8" = 1'-0"

NOTES:

1. REFER TO M-551 FOR ADDITIONAL NOTES.
2. CPVC DRAINS FROM PIT, TURBIDITY METER AND SODIUM HYPOCHLORITE CONNECTION SHALL BE ROUTED TO TRENCH DRAIN.ROUTE PIPING WITH AN AIR GAP OF APPROXIMATELY 1-INCH FROM THE TRENCH ALUMINUM GRATING.
3. CPVC DRAINS FROM CITRIC ACID CONNECTION SHALL BE ROUTED TO COMMON DRAIN UNDER THE SLAB. DO NOT COMBINE CITRIC ACID DRAIN WITH SODIUM HYPOCHLORITE DRAIN.
4. WALL FITTING OPENING SHALL INCLUDE THE 16/FE/SS AND 1/2/HPA/SS PIPES. HPA LINE SHALL MATCH FE LINE MATERIAL WHEN IN CONTACT. ALUMINUM MAY BE USED FOR THE HPA LINE WHEN NOT IN CONTACT WITH THE FE LINE.SEAL WALL PENETRATION AND PROVIDE SS ESCUTCHEONS AT EACH PIPE PENETRATION. REFERENCE STRUCTURAL AND ARCH.
5. FIELD COORDINATE VENDOR SUPPLIED CONTROL PANEL WITH OWNER IN THE FIELD ALONG THE WEST WALL OF THE PUMP ROOM. INSTALLATION OF CONTROL PANELS NEEDS TO BE COORDINATED WITH ELECTRICAL CODE AND ELECTRICAL PLANS.
6. FIELD COORDINATE VENDOR SUPPLIED TURBIDITY PANELS. THE PANELS MAY BE FLOOR MOUNTED AND SUPPORTED WITH A STAND ADJACENT TO THE PUMP OR WALL MOUNTED ON THE WEST WALL OF THE PUMP ROOM. PIPING TO AND FROM THE TURBUIDITY PANEL MAY BE FIELD ROUTED SUCH THAT PIPING IS OUT OF WALKWAYS AND DOES NOT CONFLICT WITH ACCESS TO EQUIPMENT. PIPING SHALL BE SUPPORTED PER SPECIFICATIONS. NO FREE LIQUID FROM THE PANEL MAY DRAIN DIRECTLY TO THE FLOOR, ALL DRAINS SHALL BE ROUTED WITH PVC PIPING FROM THE TURBIDITY PANEL TO THE TRENCH DRAIN. CONTRACTOR SHALL REFER TO VENDOR INSTALLATION GUIDES.
7. FIELD ROUTE DRAIN PIPING FROM CHEMICAL INJECTION TAPS TO THE TRENCH DRAIN. SUPPORT FROM THE WEST WALL AND ROUTE OUT OF WALKWAYS TO THE TRENCH DRAIN. PROVIDE PVC PIPING FROM ALL INSTRUMENTS AND FIELD ROUTE TO CLOSET DRAIN. COORDINATE WITH OWNER.
8. NOTE THAT ALL VENDOR SUPPLIED INSTRUMENTS, VALVES, PANELS ARE ILLUSTRATIVELY SHOWN. CONTRACTOR SHALL COORDINATE WITH VENDOR, OWNER, AND ENGINEER PROVIDE A COMPLETE WORKING SYSTEM PER THE PROJECT P&IDS.
9. COORDINATE AND OFFSET NaOCL AND CA CHEMICAL SOLUTION INJECTION SADDLE TAPS AT EACH 16-INCH SUCTION PIPE.
10. PROVIDE FLEXIBLE COUPLING BETWEEN PUMP AND PIPING TO ALLOW INSTALLATION ALLOWANCES.

NOTES BY SYMBOL:

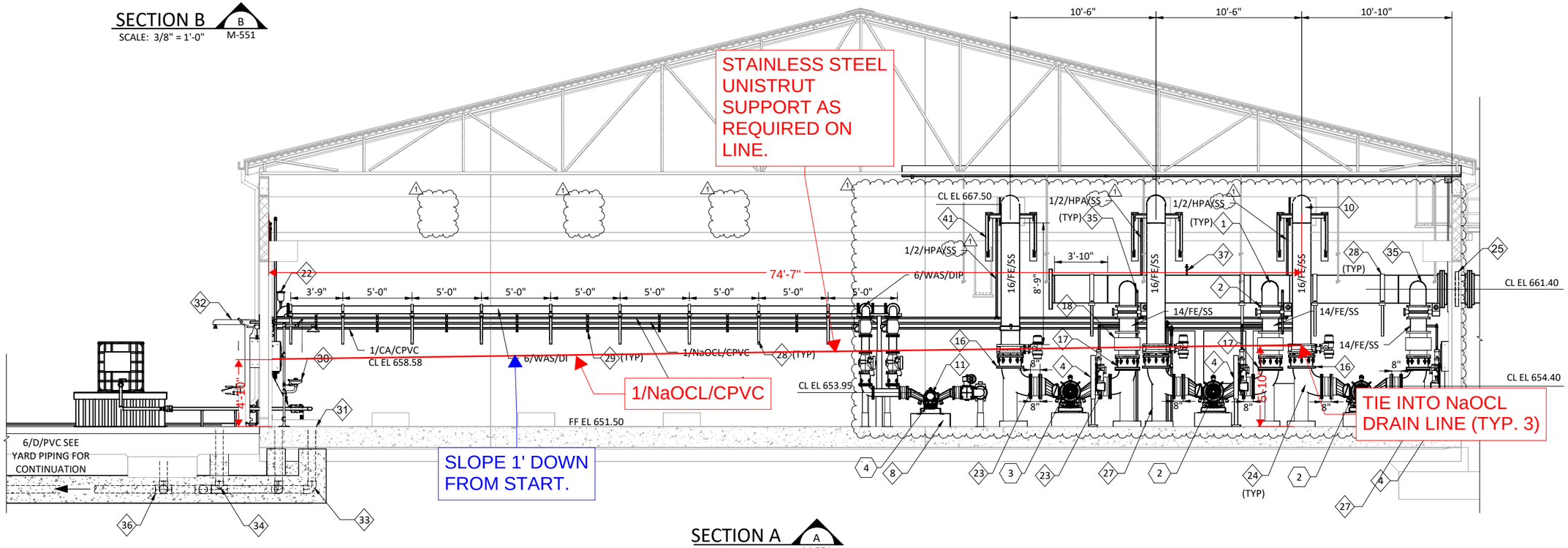
▲ VENDOR SUPPLIED EQUIPMENT, PANEL, OR INSTRUMENTS.

KEY NOTES:

1. 14" 316 SS 90° BEND (TYP)
2. 14" BFV (BEHIND)
3. 30" X 30" X 18" ALUMINUM HOT BOX
4. FREE STANDING FLOOR MOUNTED TURBIDITY PANEL TYP 3 (SEE NOTE 6) ▲
5. ADJUSTABLE STANCHION PIPE SUPPORT 352
6. TAP FOR PIT ON PUMP SUCTION(TYP)
7. PERMEATE PUMP (TYP 3)
8. 12" CONCRETE PAD(TYP 5) S302
9. TRENCH DRAIN WITH ALUM GRATING
10. 16" 316 SS 90° BEND (TYP 3)
11. WAS PUMP (TYP 2)
12. 6" PLUG VALVE (TYP)
13. 6" CHECK VALVE (TYP 2)
14. 6" FCA
15. 6" FLG DIP 90° BEND (TYP)
16. 16" FCA (TYP 3)
17. 14" FCA (TYP 3)
18. 14" MAG METER (TYP 3)
19. 1" MOTORIZED BALL VALVE (TYP 6) ▲
20. 1" MANUAL BALL VALVE (TYP 12) ▲
21. 1" CHECK VALVE (TYP 6) ▲
22. 1" ARV ON WAS PIPING
23. 16" OR 14" FLANGED FLEXIBLE COUPLING BETWEEN PUMP FLANGE AND FITTING FLANGE (TYP 6 TOTAL)(SEE NOTE 10)
24. 16" FLG X 14" FLG 316 SS 90-DEG BEND
25. WALL PENETRATION 326
26. 16" MOTORIZED BFV ▲
27. BASE ELBOW PIPE SUPPORT (TYP) MP080
28. WALL BRACKET PIPE SUPPORTS MP222
29. FLUSH MOUNT PIPE SUPPORT 348
30. SAFETY SHOWER/EYEWASH STATION (REF PLUMBING)
31. FLOOR DRAIN HP220
32. OUTDOOR SHOWER/EYEWASH STATION, COLD WEATHER PROTECTED (REF PLUMBING)
33. 6" MJ X MJ 90° DIP BEND
34. 6" MJ X MJ DIP TEE (TYP)
35. TAP FOR PERMEATE SAMPLING. TAP PIPE WITH SS BALL VALVE FOR TURBIDITY SAMPLING ROUTE PIPE TO TRENCH DRAIN ALONG THE WEST WALL (TYP)
36. CONCRETE ENCASE PIPE UP TO 5'0" FROM STRUCTURE
37. 1/2" TAP FOR TIT TO BACKPULSE TANK
38. LOCAL CONTROL PANELS, TYP 3 (REF ELECTRICAL) (SEE NOTE 5)
39. CHEMICAL SOLUTION INJECTION DETAIL (TYP 6) (SEE NOTE 9) 386
40.
41. WALL SUPPORT (TYP. 3) 353

EQUIPMENT TAGS:

1. 550-PMP-121 ▲
2. 550-PMP-122 ▲
3. 550-PMP-123 ▲
4. 600-WSP-121 ▲



SECTION A (A / M-551)
SCALE: 1/4" = 1'-0"

PLUMMER
1320 S UNIVERSITY DR, STE 300 | FORT WORTH, TX 76107
817.806.1700 | TBPE REGISTERED FIRM NUMBER F-13

NO.	DATE	REVISION	BY
1	08/09/24	WCD 022	DW
0	03/20/24	IFC SET	DW

Sherman
CLASSIC TOWN, BROAD HORIZON

CITY OF SHERMAN
SOUTH WASTEWATER TREATMENT PLANT - MBR
MECHANICAL
MBR SUPPORT BLDG PUMP GALLERY SECTION I

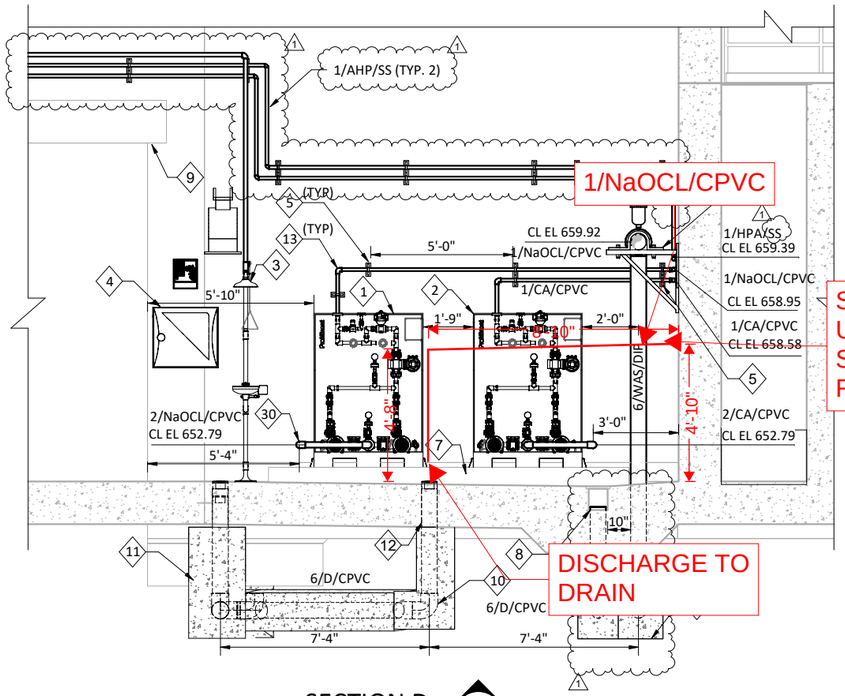
STATE OF TEXAS
PAULA A. MONACO
132844
LICENSED PROFESSIONAL ENGINEER
8-9-2024

IF THIS BAR DOES NOT MEASURE ONE INCH, DRAWING IS NOT TO LABELED SCALE

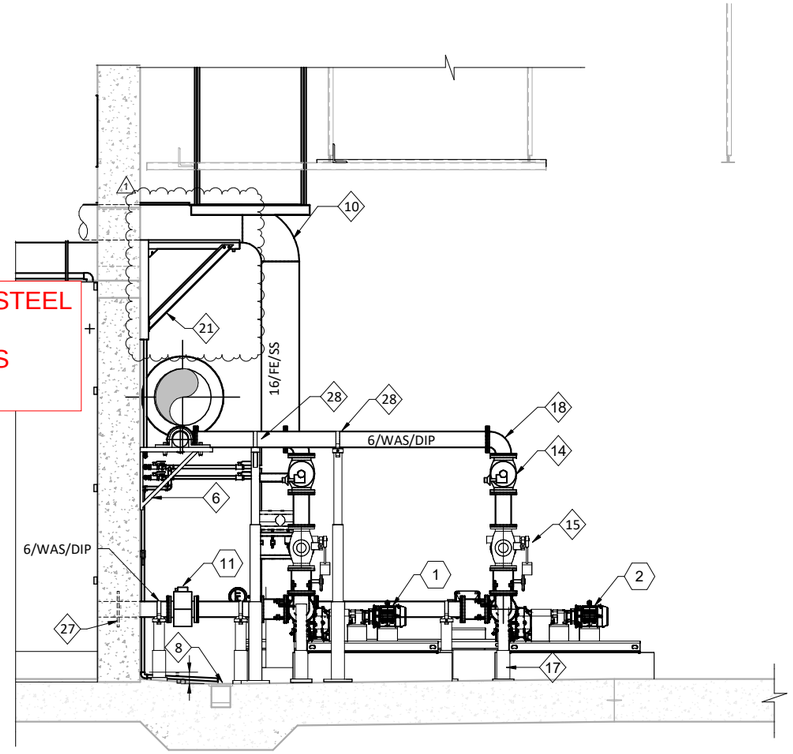
DESIGNED	J. B. MURRAY
DRAWN	W. DAGM
CHECKED	P. MONACO
REVIEWED	P. O'BRIEN
Seq.	of

Dwg. No. M-552
1422-005-02

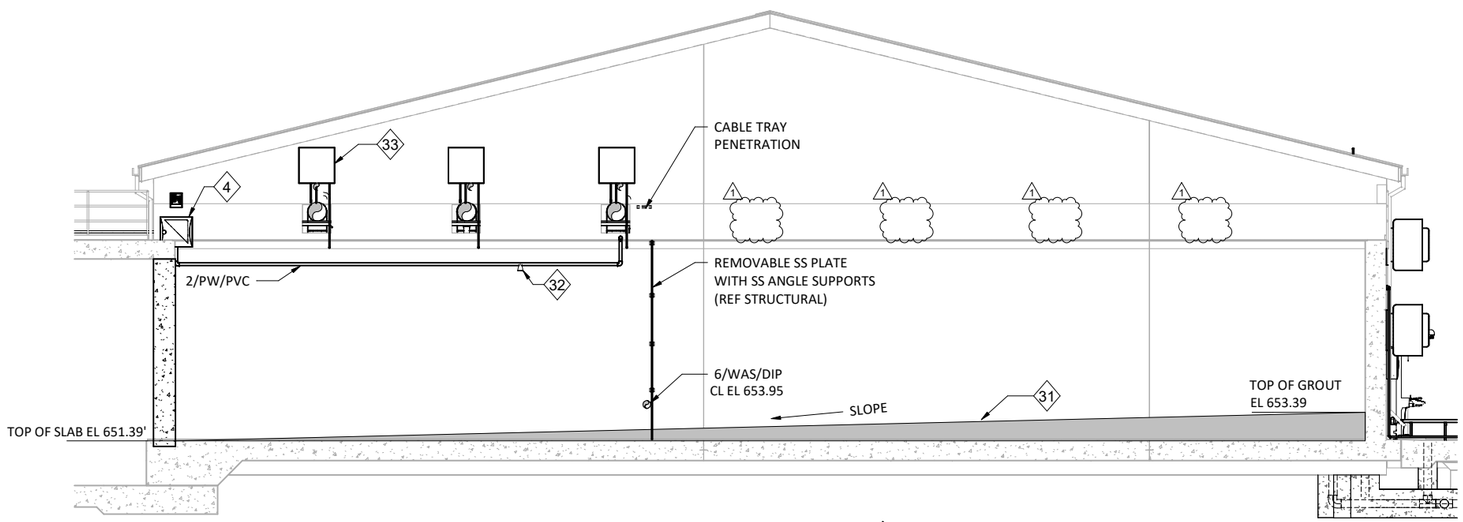
PRINTED: 8/9/2024 10:35:24 AM Autodesk Docs://1422-005-02_Sherman_WW/NW_MBR_SUPPORT_BUILDING_M.rvt



SECTION D (D, M-553)
SCALE: 3/8" = 1'-0"



SECTION C (C, M-553)
SCALE: 3/8" = 1'-0"



SECTION E (E, M-553)
SCALE: 3/16" = 1'-0"

NOTES:

1. OWNER FURNISHED FURNITURE IN THE OFFICE AND CONTROL ROOMS.
2. FIELD ROUTE CPVC PIPE FROM DRAIN VALVES (TYP 4) PER PUMP SKID TO FLOOR DRAIN. END CPVC 1-INCH ABOVE THE FLOOR DRAIN.
3. PAINT CHEMICAL PUMP SKID CONTAINMENT AREA WITH EPOXY COATINGS PER SECTION 09 91 00, "PAINTING AND PROTECTIVE COATINGS." ALL WALLS AND FLOORS INSIDE THE CURB AREA SHALL BE COATED.
4. CONTRACTOR SHALL PROVIDE PIPE SUPPORTS PER SPECIFICATIONS.
5. REFERENCE STRUCTURAL, PROVIDE NON-SHRINK GROUT SLOPED SOUTH TO NORTH TOWARDS RAS CHANNEL. PROVIDE REINFORCEMENT MESH OR BARS.
6.

NOTES BY SYMBOL:

▲ VENDOR SUPPLIED EQUIPMENT, PANEL, OR INSTRUMENTS.

(#) KEY NOTES:

1. SODIUM HYPOCHLORITE SKID
2. CITRIC ACID SKID
3. SAFETY SHOWER/EYEWASH STATION (REF PLUMBING)
4. WALL MOUNTED HOSE STATION (304)
5. FLUSH MOUNTED PIPE SUPPORT (348)
6. WALL BRACKET PIPE SUPPORT (MP222)
7. 6" CONTAINMENT CURB (SEE NOTE 3) (506)
8. TRENCH DRAIN WITH ALUMINUM GRATING (REF STRUCTURAL)
9. OVERHEAD COILING DOOR
10. 6" MJ DI 90° DIP BEND
11. CONCRETE ENCASE ALL UNDERSLAB PIPE UP TO 5'0" FROM STRUCTURE
12. FLOOR DRAIN WITH TRAP (TYP 2) (HP220)
13. 1" CPVC 90° BEND
14. 6" PLUG VALVE (TYP 4)
15. 6" CHECK VALVE (TYP 2)
16. 6" FCA
17. BASE ELBOW PIPE SUPPORT (TYP 2) (MP080)
18. 6" DI 90° BEND (TYP)
19. 6" DI TEE
20. 6" FLOW MAG METER
21. WALL PIPE SUPPORT (353)
22. 14" FCA
23. 14" X 16" 316 SS REDUCER
24. 16" MOTORIZED BUTTERFLY VALVE
25. 16" FCA
26. 16" 316 SS 90° BEND
27. 6" FLG X PE WALL FITTING DIP (REF STRUCTURAL) (320)
28. ADJUSTABLE STANCHION SUPPORT (352)
29. 2' X 2' WALL BLOCK OUT (TYP) (REF STRUCTURAL)
30. 2" 90° CPVC BEND (TYP)
31. NON-SHRINK GROUT (SEE NOTE 5)
32. SPRAY NOZZLE (TYP)
33. 30"X30"X18" ALUMINUM HOT BOX (TYP)
34. 6" DIP FLOOR FITTING (327)

(#) EQUIPMENT TAGS:

1. 600-WSP-111
2. 600-WSP-121
3. 600-CV-141
4. 600-CV-151
5. 600-PV-141
6. 600-PV-142
7. 600-PV-151
8. 600-PV-152
9. 600-PI-141
10. 600-PI-151
11. 600-FIT-111

PLUMMER
1320 S UNIVERSITY DR, STE 300 | FORT WORTH, TX 76107
817.806.1700 | TBPE REGISTERED FIRM NUMBER F-13

NO.	DATE	REVISION	BY
1	08/09/24	WCD 022	DW
0	03/20/24	IFC SET	DW

Sherman
CLASSIC TOWN, BROAD HORIZON

CITY OF SHERMAN
SOUTH WASTEWATER TREATMENT PLANT - MBR

MECHANICAL

MBR SUPPORT BLDG - PUMP GALLERY SECTION II

STATE OF TEXAS
PAULA A. MONACO
132844
LICENSED PROFESSIONAL ENGINEER
8-9-2024

IF THIS BAR DOES NOT MEASURE ONE INCH, DRAWING IS NOT TO LABELED SCALE

DESIGNED	J. B. MURRAY
DRAWN	W. DAGM
CHECKED	P. MONACO
REVIEWED	P. O'BRIEN
Seq.	of
Dwg. No.	M-553
	1422-005-02

PRINTED: 8/9/2024 10:35:29 AM Autodesk Docs://1422-005-02_Sherman_WW/NW_MBR_SUPPORT_BUILDING_M.rvt

Outlook

Re: [External]RE: MBR Support Building - Electrical/Mechanical Coordination & Changes

From Brent.Harwood <Brent.Harwood@kiewit.com>
Date Mon 6/2/2025 11:07 AM
To Brent.Harwood <Brent.Harwood@kiewit.com>

From: Geile, Quentin <qgeile@plummer.com>
Sent: Wednesday, May 28, 2025 5:23 PM
To: Charles.Wampler <Charles.Wampler@kiewit.com>; Michael.Walczyk <Michael.Walczyk@Kiewit.com>; Thomas.Young-PTR <tyoung@plummer.com>; Green, Christian <cgreen@plummer.com>; Bradley, Greg <gbradley9151@plummer.com>; Brian.Beach-PTR <bbeach@plummer.com>; Ron Mick <ron.mick@plussixengineering.com>; Moseley, Patrick <pmoseley@plummer.com>
Cc: Adam.Murphy3 <Adam.Murphy3@kiewit.com>; John.Lavelle <John.Lavelle@Kiewit.com>; Steven.Davis1 <Steven.Davis1@kiewit.com>; Bobby.Martin1 <Bobby.Martin1@kiewit.com>
Subject: [External]RE: MBR Support Building - Electrical/Mechanical Coordination & Changes

Michael,

See below for responses in red. Let know if you have any questions or follow up.

Thanks,

Quentin Geile, P.E.*
Project Engineer
Plummer

P: 214.631.6100
D: 972.996.5720
C: 720.633.5705
www.plummer.com

***PE Licenses: TX, CO**

From: Charles.Wampler <Charles.Wampler@kiewit.com>
Sent: Friday, May 23, 2025 6:47 AM
To: Michael.Walczyk <Michael.Walczyk@Kiewit.com>; Young, Thomas <tyoung@plummer.com>; Green, Christian <cgreen@plummer.com>; Geile, Quentin <qgeile@plummer.com>; Bradley, Greg <gbradley9151@plummer.com>; Beach, Brian <bbeach@plummer.com>; Ron Mick <ron.mick@plussixengineering.com>; Moseley, Patrick <pmoseley@plummer.com>
Cc: Adam.Murphy3 <Adam.Murphy3@kiewit.com>; John.Lavelle <John.Lavelle@Kiewit.com>; Steven.Davis1

<Steven.Davis1@kiewit.com>; Bobby.Martin1 <Bobby.Martin1@kiewit.com>
Subject: RE: MBR Support Building - Electrical/Mechanical Coordination & Changes

CAUTION: This email originated from outside of Plummer. DO NOT CLICK links or attachments unless you recognize the sender and know the content is safe.

Adding a few more to the email.

From: Michael.Walczyk <Michael.Walczyk@Kiewit.com>
Sent: Thursday, May 22, 2025 6:12 PM
To: Thomas.Young-PTR <tyoung@plummer.com>; Christian <cgreen@plummer.com>; Geile, Quentin <qgeile@plummer.com>
Cc: Adam.Murphy3 <Adam.Murphy3@kiewit.com>; John.Lavelle <John.Lavelle@Kiewit.com>; Charles.Wampler <Charles.Wampler@kiewit.com>; Steven.Davis1 <Steven.Davis1@kiewit.com>; Bobby.Martin1 <Bobby.Martin1@kiewit.com>
Subject: MBR Support Building - Electrical/Mechanical Coordination & Changes
Importance: High

Chris/Quentin/Thomas,

See the summary of discussion items from today's meeting on site in the MBR Support Building with the City of Sherman, Plummer and Kiewit.

Please confirm the items below and provide direction and clarity on how we are to proceed on each item. If you have any questions, please let me know.

1. **RIO Panel vs. Turbidity Panel Locations**
    a. After the walk today, please see the proposed layout of the Rio and Turbidty Panels at the MBR Support Building. Please confirm this revised layout is acceptable.
        i. Please update the electrical drawings to reflect this change of location for the RIO Panels
        ii. Please relocate the Electrical power for the analyzer and sampler pump on the North Interior wall to a new location that does not conflict with the RIO Panel.

    As discussed in today's process mechanical call, we were going to tape out the layout before finalizing it. I've included a few thoughts in orange on the attached. Final decision to come from field discussions.

2. **Citric Acid / Sodium Hypochlorite Drain Lines**
    a. The original response to RFI #376 stated the following:
        i. "The drain lines shall be routed as shown on the mechanical drawings. These drain lines are intended to only be used in an emergency situation. If used, the isolation valves for each chemical line would be opened one at a time to drain into the trench drain. The trench drain will then be washed down using a hose station inside the MBR Support Building to avoid mixing of chemicals.
    b. The combination of the Sodium hypochlorite and Citric Acid drains in the trench drain would create dangerous chlorine gas. In order to prevent the potential of human error in the event of an emergency that would require plant personnel to use the chemical drain lines and expose them to chlorine gas; it was proposed to pipe the citric acid solely to the trench drain and add a new drain line that would run the entire length of the west

pump gallery wall all the way back to the sodium hypochlorite skid floor drain. The new drain line would need to be sloped at least 1/8" per foot.

Please proceed with the common drain installation back to the sodium hypochlorite chemical skid containment area. I've included a sketch showing possible routing; however, this may be field-routed as needed. The 1/8" per foot slope is sufficient.

3. **Camlock Fittings on Citric Acid and Sodium Hypochlorite Suction Lines**
    a. Please indicate the purpose that the camlock fittings shown on the two chemical lines? The fittings cannot be installed as shown. If the intent is that these connections are to tee off of the primary suction line for a chemical truck hook up, then a tee and additional valve would be required on each suction line. Please confirm what the design intent is at this location.

These camlock fittings can be removed. We included these to allow for some installation flexibility for you all.

4. **Instrumentation Tap Locations**
    a. Instrumentation taps will be installed per the Veolia P&ID's. Crews are in the process of installing these instrumentation taps. If additional taps are required for instrumentation please contact us immediately.
    Additional taps are not required.
    b. Veolia requires instrument 20-PIT-301-(1) (2) (3) to be installed at the high point on each 16" Permeate header. If installed inside the building, they will be inaccessible for maintenance, therefore, after conversations with Veolia, they are to be installed on top of the MBR Basin inside of the existing hotbox. Please confirm this is acceptable.
    We can move these; however, heat trace and insulation will need to be included for the taps up to the PITs. We would also need to route the power and heat trace conduit over here. This would be done at no additional cost. If access is a concern, we can also install this closer to the pump and adjust the 0 on the instruments.

5. **Permeate Drain Lines**
    a. Per our conversation, please confirm the permeate low point drain lines are to be installed up to the valve and that they are not to be piped to the trench drain as it will create an tripping hazard along the floor around the pumps.

This is confirmed.

6. **Temporary Start-up Recirculating Connection**
    a. The Veolia P&IDs (Note 6 on DS-107) show a Temporary start-up connection on the 24" Permeate Header. This connection is not shown on the Construction Documents. The function of this connection is for Veolia to cycle water from before the backpulse tank back to the bioreactor for commissioning. From email correspondence with Veolia, they stated they require a connection that can support a minimum of 3300 GPM which is at least a 4" Connection with a valve and blind flange. Please confirm whether we are to install this 4" Connection, valve and blind flange. If a larger connection is required please provide additional information. A 4" Valve has a 6-8 week lead time.

We will have a phone call with Veolia Friday morning to discuss this. Before this meeting, I will check with valve manufacturers to see what valves and sizes are readily available. We discussed that the valves are a nice to have for the future phases; however, only the blind flange is required.

7. **Co-Mingle Turbidity Panel Drain Lines**
    a. Veolia shows three individual drain connections (¼", ¼" and ½") running from the turbidity panels and degassing columns to the trench drain. From our conversation today, it is acceptable to co-mingle all these individuals

drains into a single line along the floor to mitigate potential tripping hazards. Please confirm this solution is acceptable and that a 1" comingled pipe drain is acceptable to collocate all these lines.

This is confirmed, we can comingle.

8. **Co-Mingle AHP Low Point Drain Lines**
    a. Due to the routing shown on the drawings and Veolia P&IDs for the Air High Pressure system, there are multiple locations where low point drains are required. Per our conversation today, it is acceptable to comingle these drain lines wherever necessary to mitigate potential tripping hazards along the floor. Please confirm a 1" Drain line is acceptable for these locations.
        i. These low point drains will receive timed solenoid valves provided by Veolia, however, there is no electrical power or controls shown to support these valves. Please update the electrical drawings to show where these solenoid valves are to be powered from.

    Comingling the drain lines are acceptable. As discussed, there were five drain locations: 1) outside downstream of the compressor, 2) inside upstream of the dryer, 3) inside upstream of the sodium hypochlorite skid, 4) inside upstream of the citric acid skid, 5) on the west wall for the BRB and permeate ejector lines. For items 1 and 2, we will work on providing electrical routing. For items 3-5, we would like to avoid electrical power and propose to install an alternative drain that does not require power (PARKER Automatic Float Drain: M12.FD.0001). This way we can minimize the amount of power added.

9. **Hose Racks and Potable Water Supply in Pump Gallery**
    a. The plumbing drawings do not show any hose racks or piping to the hose racks in the MBR Support Pump Gallery (P-550). Hose racks are referenced on Sheet M-551 – Key Note 5 & M-555 but no supply routing is shown.
        i. South Interior Wall
            1. On the interior South Wall, there is no room to install the hose rack where it is currently shown as the chemical skid containment area is larger than shown on the drawings due to the equipment provided by Veolia being larger. Please provide an updated location of where this hose rack is to be installed and how the piping is to be routed to this location and the size of piping.

        See attached sketch showing the approximate location for the new location and approximate routing. This location can be adjusted south as needed. Please provide 100ft of hose for this location and field route the piping accordingly.

        ii. South Exterior Wall
            1. The location of the Hose Rack on the Chemical Containment pad is currently in conflict with the following items: Eyewash station, conduit riser, chemical piping feeds and drain lines. Please provide a new location for this hose rack as well as the routing, piping size and material for this hose rack.

This hose rack can be deleted.

iii. Interior North Wall

1. These is an outline of what looks to be a hose rack on the interior wall of the Pump Gallery; just west of the overhead door. This hose rack is in conflict with the location of the Veolia RIO panel that was coordinated on May 22nd, 2025. Please confirm whether this hose rack is required. If it is required, please provide the pipe routing, pipe size, hose rack location and water source for this hose rack. Please note that there is a 4" NPW connection at the NE corner of the Area 600 RAS Pump station that could support this hose rack if required.
2. If fed from the RAS Water Supply, please indicate what electrical circuit is to power the additional heat trace and insulation required at this location.

This hose rack can be deleted.

Regards,
Michael

Michael Walczyk, AC
Mechanical Superintendent

City of Sherman CMAR
302 Cliff Hestand,
Sherman, TX 75090
Cell: 1-402-676-8831
Email: Michael.Walczyk@kiewit.com

RFI

Project Name:	South Wastewater Treatment Plant - MBR	**Project Tracker No.**	1422-005-02
Contract No.:	1513-U	**Plummer CPM:**	Sherri van der Wege
RFI Name/Subject:	MBR Support - Goose-Neck Vent	**Requested Response Date:**	6/9/2025
Contractor:	Kiewit Water Facilities South	**Contractor PM:**	Kory Kyllo
RFI Key Contact:	Brent Harwood	**Key Contact Phone:**	682-298-6368
Subcontractor/Vendor:	Kiewit		
Specification Section:	40 05 23 Stainless Steel Process Pipe and Tubing		
Secondary Discipline:	☐ Architectural ☐ Civil ☐ Electrical ☐ HVAC ☐ Instrumentation & Controls ☒ Proc/Mech ☐ Plumbing ☐ Structural		
Reference Drawing(s):	M-554		
RFI No.:	COSK-KWT-DNG-RFI-0520		
RFI Contents:	☐ Shop Drawing ☐ Administrative ☐ As-Builts ☐ Sample ☐ *Product Data* ☒ *Additional Information* ☐ *O&M*		
Impacts:	☒ Cost ☒ Schedule		
Question/Issue:	After some discussion between Plummer and Kiewit, the designer suggested for a 4" vent to be used instead of a 2" vent on a standpipe at the MBR Support Building. The designer suggests using a candy cane configuration with a 316 SS insect screen on the discharge.		
Proposed Solution:	Please review the email correspondence between Plummer and Kiewit and confirm that we can move forward with this solution, similar to the top portion of the vent in Detail 333 on page M-9002 .		

☒ Contractor hereby certifies that (i) Contractor has complied with the requirements of Contract Documents in preparation, review and submission of designated RFI and (ii) the RFI is completed and in accordance with the Contract Documents and requirements of laws and regulations and governing agencies.
Contractor (Authorized by): Adam Murphy

RFI Package Response Status (Approved, Rejected, Response as Noted):	
RFI Status:	
Comments:	See attached response

Plummer
1320 S University Drive #300
Fort Worth, Texas 76107
P: 8188061700

Project: 1442-005-02 South Wastewater Treatment Plant
302 Cliff Hestand Road
Sherman, Texas

RFI #656: MBR Support - Goose-Neck Vent

Status	Open		
To	Quentin Geile (Plummer) *(Response Required)*	**From**	Alyssa OBrien (Plummer)
Date Initiated	Jun 4, 2025	**Due Date**	Jun 7, 2025
Location	Membrane Support Building	**Project Stage**	Course of Construction
Cost Impact	Yes (Unknown)	**Schedule Impact**	Yes (Unknown)
Spec Section	40 05 23 - Stainless Steel Process Pipe and Tubing	**Cost Code**	
Drawing Number	M-554	**Reference**	
Linked Drawings			
Suggested Solution		**Change Order Required?**	
Received From			
Copies To	Brian Beach (Plummer), Naomi Lightfoot (Plummer) , Alyssa OBrien (Plummer)		

SUGGESTED SOLUTION

Contractor Suggested Solution	Please review the email correspondence between Plummer and Kiewit and confirm that we can move forward with this solution, similar to the top portion of the vent in Detail 333 on page M-9002 .

Activity

Question

Question from Alyssa OBrien Plummer *on Wednesday, Jun 4, 2025 at 07:03 AM CDT*

See attached RFI

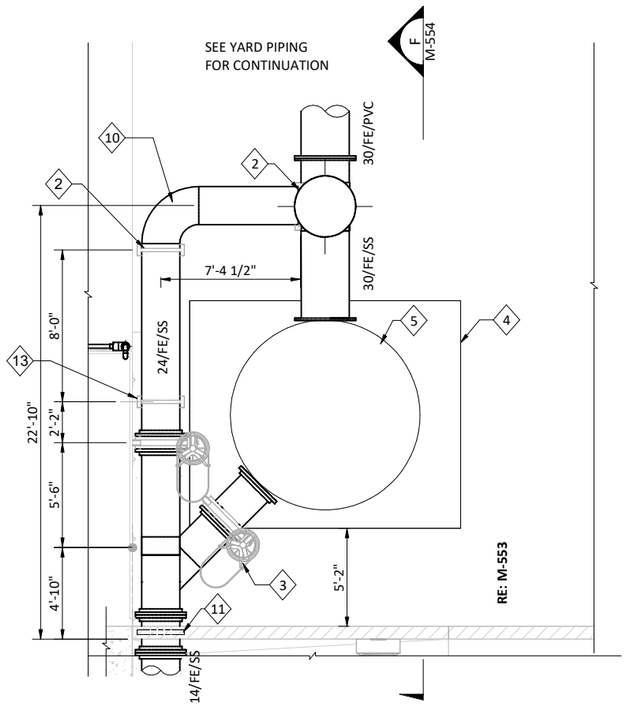
Attachments
COSK-KWT-DNG-RFI-0520.00.RFI.00.01.pdf

Official Response

Response from Quentin Geile Plummer *on Wednesday, Jun 4, 2025 at 08:21 AM CDT*

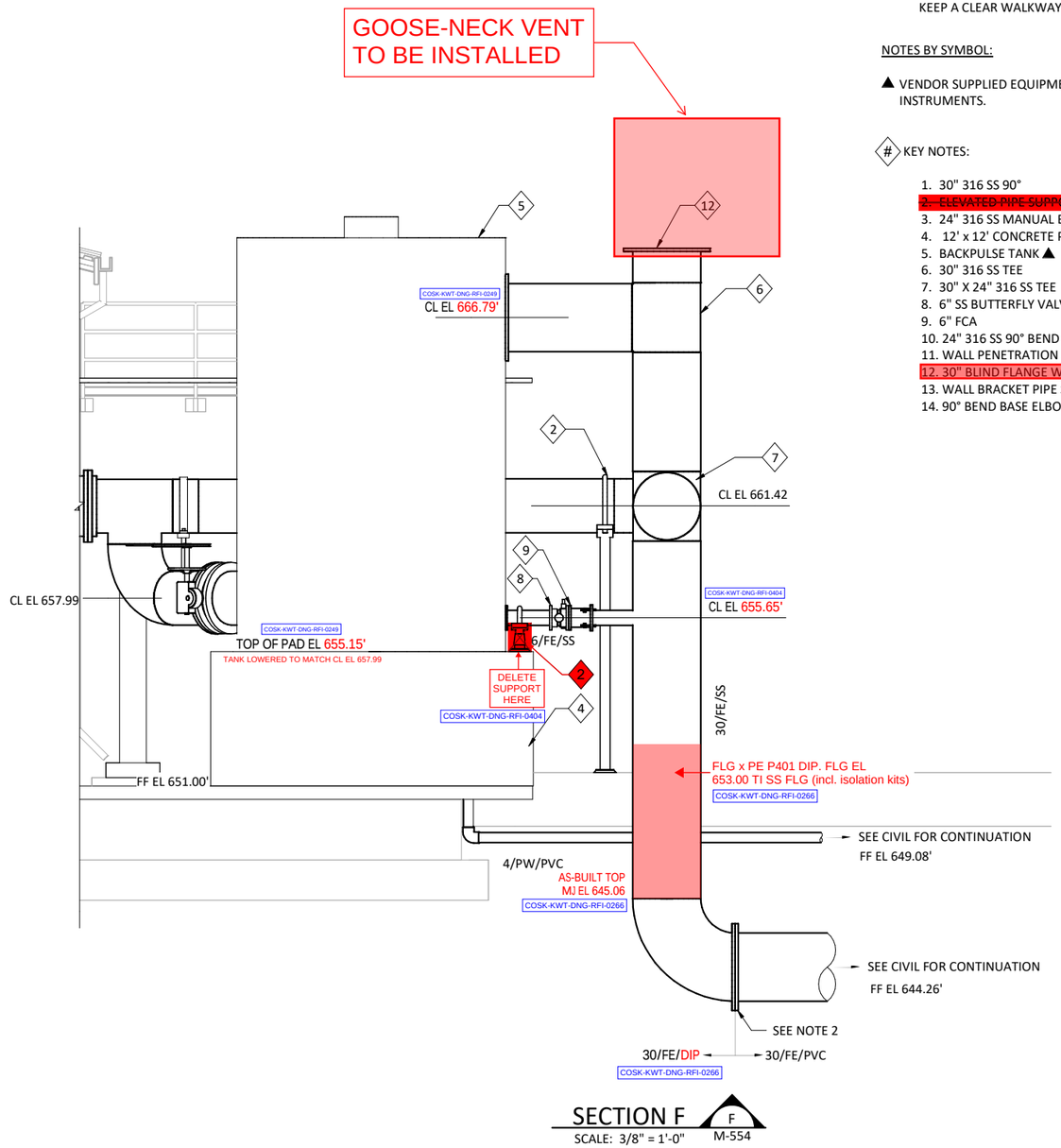
The proposed solution is acceptable. Mount the vent to the top of the 30-inch standpipe. The vent does not need to penetrate into the pipe as is shown on M-9002 Detail 333. Update the As-builts accordingly.

ISSUED FOR CONSTRUCTION



MBR SUPPORT BLDG - BACKPULSE TANK AREA PLAN

SCALE: 1/4" = 1'-0"



SECTION F

SCALE: 3/8" = 1'-0"

F
M-554

NOTES:

1. REFER TO M-551,M-552 AND M-553 FOR ADDITIONAL NOTES.
2. FE PIPE SHALL TRANSITION FROM 316 SS TO PVC AFTER THE 90°. MJ AT TRANSITION.
3. PROVIDE CHAIN OPERATORS FOR MANUAL VALVE OPERATORS 5-FEET ABOVE GRADE ELEVATION. COORDINATE WITH OWNER TO PROVIDE CHAIN HOOKS AT THE WALLS TO KEEP A CLEAR WALKWAY AROUND THE VALVES.

NOTES BY SYMBOL:

▲ VENDOR SUPPLIED EQUIPMENT, PANEL, OR INSTRUMENTS.

KEY NOTES:

1. 30" 316 SS 90°
2. ELEVATED PIPE SUPPORT (TYP) (REF STRUCTURAL) COSK-KWT-DNG-RFI-0404
3. 24" 316 SS MANUAL BUTTERFLY VALVE (TYP 2) , SEE NOTE 3
4. 12' x 12' CONCRETE PAD
5. BACKPULSE TANK ▲
6. 30" 316 SS TEE
7. 30" X 24" 316 SS TEE
8. 6" SS BUTTERFLY VALVE
9. 6" FCA
10. 24" 316 SS 90° BEND
11. WALL PENETRATION 24" SS FLG X FLG FITTING 326
12. 30" BLIND FLANGE WITH TAP FOR VENT
13. WALL BRACKET PIPE SUPPORTS MP222
14. 90° BEND BASE ELBOW SUPPORT MP080

Applicable References:
GC-PLA-KWT-0116.00
WCD-006
COSK-KWT-DNG-RFI-0249
KIEWIT-RLR-000035
COSK-KWT-DNG-RFI-0266
KIEWIT-RLR-000099
COSK-KWT-DNG-RFI-0404
KIEWIT-RLR-000117

PLUMMER
1320 S UNIVERSITY DR,STE 300 | FORT WORTH, TX 76107
817.806.1700 | TBPE REGISTERED FIRM NUMBER F-13

NO.	DATE	REVISION	BY
0	03/20/24	IFC SET	DW

Sherman
CLASSIC TOWN, BROAD HORIZON

CITY OF SHERMAN
SOUTH WASTEWATER TREATMENT PLANT - MBR

MECHANICAL

MBR SUPPORT BLDG - BACKPULSE TANK PLAN & SECTION

STATE OF TEXAS
PAULA A. MONACO
132844
LICENSED PROFESSIONAL ENGINEER
3-20-2024

IF THIS BAR DOES NOT MEASURE ONE INCH, DRAWING IS NOT TO LABELED SCALE

DESIGNED	J. B. MURRAY
DRAWN	W. DAGM
CHECKED	P. MONACO
REVIEWED	P. O'BRIEN
Seq.	of
Dwg. No.	M-554
	1422-005-02

Autodesk Docs://1422-005-02_Sherman_WW/NW_MBR_SUPPORT_BUILDING_M.rvt
PRINTED: 3/20/2024 9:06:32 PM

Outlook

FW: [External]RE: 04/30/2025 Sherman Process Mechanical / Plummer Interface Meeting

From Adam.Murphy3 <Adam.Murphy3@kiewit.com>
Date Fri 5/30/2025 1:26 PM
To Brent.Harwood <Brent.Harwood@kiewit.com>

Brent,

Need RFI for the below. This pertains to M-554 Note 12. Plummer wants to increase the tap for the vent to 4" from the approved shop drawing 2" tap, and they wish to add a "gooseneck" style vent.

Thanks,
Adam

From: Geile, Quentin <qgeile@plummer.com>
Sent: Friday, May 30, 2025 8:36 AM
To: Adam.Murphy3 <Adam.Murphy3@kiewit.com>
Cc: Michael.Walczyk <Michael.Walczyk@Kiewit.com>; Brian.Beach-PTR <bbeach@plummer.com>; Thomas.Young-PTR <tyoung@plummer.com>; Green, Christian <cgreen@plummer.com>
Subject: RE: [External]RE: 04/30/2025 Sherman Process Mechanical / Plummer Interface Meeting

Adam,

No valve would be needed. The line will be gravity at the backpulse tank. Due to the large elevation decrease from the backpulse tank to the UV junction box, the HGL rises well above the pipe partway between the backpulse tank and UV junction box. But, this is far enough downstream that a valve would not be needed.

Quentin Geile, P.E.*
Project Engineer
Plummer

P: 214.631.6100
D: 972.996.5720
C: 720.633.5705
www.plummer.com

***PE Licenses: TX, CO**

From: Adam.Murphy3 <Adam.Murphy3@kiewit.com>
Sent: Friday, May 30, 2025 8:33 AM
To: Geile, Quentin <qgeile@plummer.com>
Cc: Michael.Walczyk <Michael.Walczyk@Kiewit.com>; Beach, Brian <bbeach@plummer.com>; Young, Thomas <tyoung@plummer.com>; Green, Christian <cgreen@plummer.com>
Subject: FW: [External]RE: 04/30/2025 Sherman Process Mechanical / Plummer Interface Meeting

CAUTION: This email originated from outside of Plummer. DO NOT CLICK links or attachments unless you recognize the sender and know the content is safe.

Quentin,

We will start looking into this today.

Can you confirm whether we will need a valve or not? If the line is to be pressurized, would you need a valve in here to help hold pressure?

Thanks,
Adam

From: Geile, Quentin <qgeile@plummer.com>
Sent: Friday, May 30, 2025 8:22 AM
To: Adam.Murphy3 <Adam.Murphy3@kiewit.com>
Cc: Thomas.Young-PTR <tyoung@plummer.com>; Green, Christian <cgreen@plummer.com>; Brian.Beach-PTR <bbeach@plummer.com>
Subject: RE: [External]RE: 04/30/2025 Sherman Process Mechanical / Plummer Interface Meeting

Adam,

Thanks for the call this morning. As mentioned, I found out that the 30" effluent line will become pressurized partway between the backpulse tank and the UV junction box. This means, air will have to be evacuated from this vent on top of the 30" standpipe. We do also have the vent on the backpulse tan. But with how the backpulse tank outlet pipe is configured, I could see permeate filling this pipe and blocking air from going back to the backpulse tank, which means we could need to evacuate a good volume of air from the 30" line through the vent at the top of the standpipe.

As a result, we would like to have a 4" vent instead of a 2" vent on this standpipe to make sure there is enough area for the air to escape. I understand this would require rework on the blind flange and ordering new materials.

My thoughts are that we do a candy-cane configuration with a 316 SS insect screen on the discharge.

Let me know what you all think on this.

Thanks,

Quentin Geile, P.E.*
Project Engineer
Plummer

P: 214.631.6100
D: 972.996.5720
C: 720.633.5705
www.plummer.com

***PE Licenses: TX, CO**

From: Adam.Murphy3 <Adam.Murphy3@kiewit.com>
Sent: Friday, May 30, 2025 7:56 AM
To: Geile, Quentin <qgeile@plummer.com>
Subject: FW: [External]RE: 04/30/2025 Sherman Process Mechanical / Plummer Interface Meeting

CAUTION: This email originated from outside of Plummer. DO NOT CLICK links or attachments unless you recognize the sender and know the content is safe.

Quentin,

Here is our plan for the vent on top of the backpulse line.

Thanks,
Adam

From: Michael.Spell <Michael.Spell@kiewit.com>
Sent: Tuesday, May 27, 2025 11:18 AM
To: Adam.Murphy3 <Adam.Murphy3@kiewit.com>; Tyler.Ellison <Tyler.Ellison@kiewit.com>; Michael.Walczyk <Michael.Walczyk@Kiewit.com>
Subject: RE: [External]RE: 04/30/2025 Sherman Process Mechanical / Plummer Interface Meeting

Yes. It needs to be as follows.
Nipple
Valve
90el
Nipple
90el (optional)

From: Adam.Murphy3 <Adam.Murphy3@kiewit.com>
Sent: Tuesday, May 27, 2025 9:05 AM
To: Tyler.Ellison <Tyler.Ellison@kiewit.com>; Michael.Walczyk <Michael.Walczyk@Kiewit.com>
Cc: Michael.Spell <Michael.Spell@kiewit.com>
Subject: FW: [External]RE: 04/30/2025 Sherman Process Mechanical / Plummer Interface Meeting

Tyler,

See below from Quentin about the top of the MBR Support 30" line.

We don't have a 2" valve procured. As you shared with me, Veolia calls out a vent.

It doesn't make sense to me to just have a straight valve coming from the nipple as an open valve is not preventing debris from entering the pipe.

The 2 options I see are either to have a 90 and then a valve, or have 2 90's.

Let me know what's best for procurement and I can swing it by Quentin for his blessing.

Thanks,
Adam

From: Geile, Quentin <qgeile@plummer.com>
Sent: Thursday, May 1, 2025 7:56 AM
To: Adam.Murphy3 <Adam.Murphy3@kiewit.com>; Thomas.Benson1 <Thomas.Benson1@kiewit.com>; Thomas.Young-PTR <tyoung@plummer.com>
Cc: Steven.Davis1 <Steven.Davis1@kiewit.com>; Michael.Spell <Michael.Spell@kiewit.com>; Michael.Walczyk <Michael.Walczyk@Kiewit.com>; Tyler.Bly <Tyler.Bly@kiewit.com>; Brian.Beach-PTR <bbeach@plummer.com>
Subject: [External]RE: 04/30/2025 Sherman Process Mechanical / Plummer Interface Meeting

Adam,

Please see below for notes in red.

Quentin Geile, P.E.*
Project Engineer
Plummer

P: 214.631.6100
D: 972.996.5720
C: 720.633.5705
www.plummer.com

***PE Licenses: TX, CO**

From: Adam.Murphy3 <Adam.Murphy3@kiewit.com>
Sent: Wednesday, April 30, 2025 6:15 PM
To: Geile, Quentin <qgeile@plummer.com>; Thomas.Benson1 <Thomas.Benson1@kiewit.com>; Young, Thomas <tyoung@plummer.com>
Cc: Steven.Davis1 <Steven.Davis1@kiewit.com>; Michael.Spell <Michael.Spell@kiewit.com>; Michael.Walczyk <Michael.Walczyk@Kiewit.com>; Tyler.Bly <Tyler.Bly@kiewit.com>; Beach, Brian <bbeach@plummer.com>
Subject: 04/30/2025 Sherman Process Mechanical / Plummer Interface Meeting

CAUTION: This email originated from outside of Plummer. DO NOT CLICK links or attachments unless you recognize the sender and know the content is safe.

Quentin,

Thanks for meeting today and last week. Here is a summary of the notes take. Can you confirm that you are in agreement with what is written?

April 23rd, 2025

- Through COSK-KWT-DNG-RFI-0419, we switched the position of the 16" tee and the 16" elbow. While not explicitly mentioned, the detail in the RFI did show the deletion of the drop leg into the BRB. We agreed that we can proceed without the drop leg and without the need to provide supports at the 90. Please proceed.

- We agreed that we can remove the ARV's at the seal water line at the North Plant. Albeit, discussions this week may lead to having to reinstate them. Outcome pending.

- Note 12 on page M-554 depicts a 30" Blind Flange with a tap for a vent. In lieu of keeping that vent open to the air, we will be installing a nipple and a valve on the top. The is shown on the submittal drawings for the MBR Support Building Stainless Steel. This will be acceptable.

April 30th, 2025

- Detail 386 on M-9004 requires a "Mueller Series H-10500 or Approved Equivalent". We cannot find that product anywhere and it is not listed on the Mueller Website as we can tell. We have FC202-3274-IP4-TO available to us with 304 stainless parts. Please confirm if acceptable. This is acceptable, provided the 304 stainless steel parts are used. Provide isolation between the stainless steel and ductile iron pipe.

- We discussed the bollards at the IPS as a substitute to Note 66 on M-216 "3in Cast Iron Pipe and Threaded Flange Bolted to slab with minimum 6" epoxy anchors in 4 places per flange.". Our vendor cannot confirm the exact coating used on the bollards. We can alternatively propose to add plastic bollard sleeves on top of the bollards in order to keep the appearance clean. Would this work? Bollard Covers, Bollard Sleeves, Plastic Bollard Covers in Stock - ULINE The sleeves would work provided they can be secured to the bollards. I wouldn't want the sleeves to fly off at some point. You will still need to make sure the baseplate has an epoxy coating.

- COSK-KWT-DNG-SUB-0379 has been submitted regarding North Plant Labelling. This is the layout of the labelling at the North Plant as agreed by myself, you, Thomas and Thomas. I have also attached the submittal to this email. Can you provide your comment? We can do the same exercise for the rest of the job to align on install. No issues on the placement of the labels as you

have it shown. I would like to see the effluent from the filters read “FILTER EFFLUENT” instead of “FILTER CLARIFIER EFFLUENT”.

- From our conversation about routing PVC at the IPS, we can move forward installing the PVC in the gap under the bar rake screen to avoid installing it above the covers. That is correct. Make sure there are unions on either side of the screen channel as discussed.

- We discussed how the Pratt Check Valves as installed vertically at the MBR support building, are able to be installed vertically as noted in submittal COSK-KWT-DNG-SUB-0159. After our meeting I reached out to a rep as requested who confirmed that there is no installation or ordering requirements any different on the Pratt Check Valves between horizontal and vertical installations. Can you confirm that this email is adequate to not have to make any changes? This is sufficient.

- Hallsten covers are installed with a slight sag. Hallsten proposed to install an angle under the sag to straighten it all up. @Thomas.Benson1 can we get Hallsten to confirm the two following points?
  - The additional angles will be made of 316SS It was indicated the angles could also be aluminum to match the existing angle material.
  - The additional angles will not interfere with the MBR Cassettes

- To avoid tripping hazards on the top of the Relift Pump Station, it was discussed that we can combine all the drain lines and have one drop into the wet well. There may be issues with the vendor on this. @Thomas.Benson1 running this down. I wanted to get confirmation from Pentair that this is acceptable since there may be times where water would go from one pump vent outlet into another pump vent. Also after you left Adam, I also asked Thomas Benson to see if we can penetrate Pentair’s sole plate with the vent line. This would be the shortest route back to the wet well and avoid one combined line.

Thank you for your continued dedication to sitting down with us weekly, Quentin. These meetings are invaluable for our team as work progresses!

Adam

BROAD HORIZONS | WWTP CMAR

Adam Murphy
LFE – Process Mechanical

CITY OF SHERMAN CMAR
302 Cliff Hestand Sherman TX, 75090
Cell: 1-343-550-3308
adam.murphy3@kiewit.com

RFI

Project Name:	South Wastewater Treatment Plant - MBR	**Project Tracker No.**	1422-005-02
Contract No.:	1513-U	**Plummer CPM:**	Sherri van der Wege
RFI Name/Subject:	MBR Support - Co-Mingle Turbidity Panel and AHP Low Point Drain Lines	**Requested Response Date:**	6/9/2025
Contractor:	Kiewit Water Facilities South	**Contractor PM:**	Kory Kyllo
RFI Key Contact:	Brent Harwood	**Key Contact Phone:**	682-298-6368
Subcontractor/Vendor:	Kiewit		
Specification Section:	40 05 23 – Stainless Steel Process Pipe and Tubing		
Secondary Discipline:	☐ Architectural ☐ Civil ☐ Electrical ☐ HVAC ☐ Instrumentation & Controls ☑ Proc/Mech ☐ Plumbing ☐ Structural		
Reference Drawing(s):	M-552		
RFI No.:	COSK-KWT-DNG-RFI-0521		
RFI Contents:	☐ Shop Drawing ☐ Administrative ☐ As-Builts ☐ Sample ☐ *Product Data* ☑ *Additional Information* ☐ *O&M*		
Impacts:	☑ Cost ☑ Schedule		
Question/Issue:	After discussion between Plummer and Kiewit, it was decided that the 3 drain connections running from the turbidity panels and degassing columns to the trench drain in the MBR Support Building could be combined into a single commingled pipe drain to allocate these lines to prevent unnecessary tripping hazards. Through email correspondence between Plummer and Kiewit, it was realized that there are 5 solenoids for the low point drains that require power. To avoid routing power to all 5 drains Plummer suggested using PARKER Automatic Float Drain: M12.FD.0001 for 3 of the drains.		
Proposed Solution:	Please see the attached email chain confirming the above. Please confirm that the 3 drain connections running from the turbidity panels and degassing columns to the trench drain in the MBR Support Building can be combined into a single 1" commingled pipe drain. The PARKER Automatic Float Drain: M12.FD.0001 is to be used for inside upstream of the sodium hypochlorite skid, inside upstream of the citric acid skid, and on the west wall for the BRB and permeate ejector lines. For outside downstream of the compressor and inside upstream of the dryer timed solenoid valves provided by Veolia will be used. These will still have electrical routing. Please confirm that this is acceptable.		

☑ Contractor hereby certifies that (i) Contractor has complied with the requirements of Contract Documents in preparation, review and submission of designated RFI and (ii) the RFI is completed and in accordance with the Contract Documents and requirements of laws and regulations and governing agencies.
Contractor (Authorized by): Adam Murphy

RFI Package Response Status (Approved, Rejected, Response as Noted):	
RFI Status:	
Comments:	See attached response

Plummer
1320 S University Drive #300
Fort Worth, Texas 76107
P: 8188061700

Project: 1442-005-02 South Wastewater Treatment Plant
302 Cliff Hestand Road
Sherman, Texas

RFI #655: MBR Support - Co-Mingle Turbidity Panel and AHP Low Point Drain Lines

Status	Open		
To	Quentin Geile (Plummer) *(Response Required)*	**From**	Alyssa OBrien (Plummer)
Date Initiated	Jun 4, 2025	**Due Date**	Jun 7, 2025
Location	Membrane Support Building	**Project Stage**	Course of Construction
Cost Impact	Yes (Unknown)	**Schedule Impact**	Yes (Unknown)
Spec Section	40 05 23 - Stainless Steel Process Pipe and Tubing	**Cost Code**	
Drawing Number	M-552	**Reference**	
Linked Drawings			
Suggested Solution		**Change Order Required?**	
Received From			
Copies To	Brian Beach (Plummer), Naomi Lightfoot (Plummer) , Alyssa OBrien (Plummer)		

SUGGESTED SOLUTION

Contractor Suggested Solution

Please confirm that the 3 drain connections running from the turbidity panels and degassing columns to the trench drain in the MBR Support Building can be combined into a single 1" commingled pipe drain. The PARKER Automatic Float Drain: M12.FD.0001 is to be used for inside upstream of the sodium hypochlorite skid, inside upstream of the citric acid skid, and on the west wall for the BRB and permeate ejector lines. For outside downstream of the compressor and inside upstream of the dryer timed solenoid valves provided by Veolia will be used. These will still have electrical routing.

Activity

Question

Question from Alyssa OBrien Plummer *on Wednesday, Jun 4, 2025 at 06:55 AM CDT*

See attached RFI

Attachments
COSK-KWT-DNG-RFI-0521.00.RFI.00.01.pdf

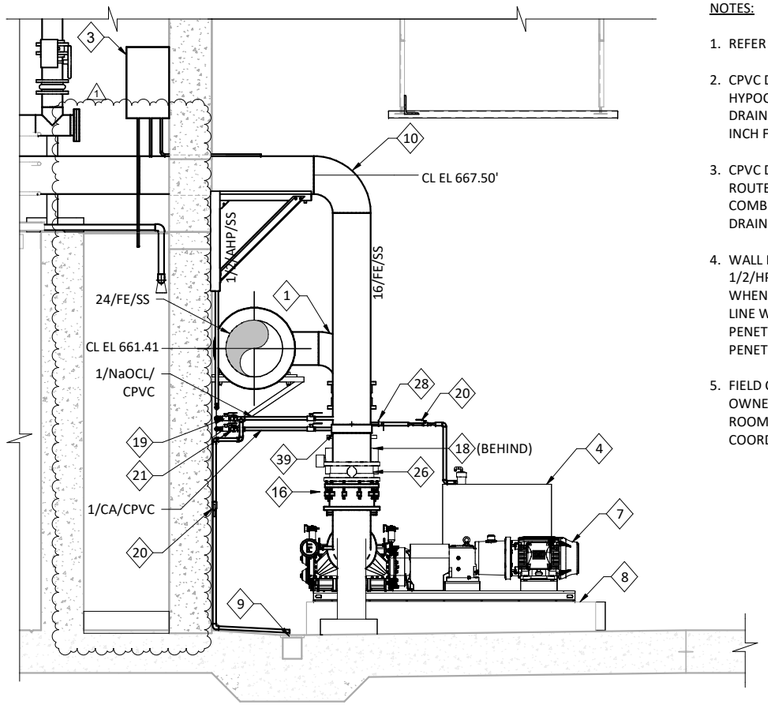
Official Response

Response from Quentin Geile Plummer *on Wednesday, Jun 4, 2025 at 08:18 AM CDT*

The three individual drains for each turbidity panel may be combined into a single drain.

The proposed solution for the AHP drain lines is acceptable.

ISSUED FOR CONSTRUCTION



SECTION B (B / M-551)
SCALE: 3/8" = 1'-0"

NOTES:

1. REFER TO M-551 FOR ADDITIONAL NOTES.
2. CPVC DRAINS FROM PIT, TURBIDITY METER AND SODIUM HYPOCHLORITE CONNECTION SHALL BE ROUTED TO TRENCH DRAIN.ROUTE PIPING WITH AN AIR GAP OF APPROXIMATELY 1-INCH FROM THE TRENCH ALUMINUM GRATING.
3. CPVC DRAINS FROM CITRIC ACID CONNECTION SHALL BE ROUTED TO COMMON DRAIN UNDER THE SLAB. DO NOT COMBINE CITRIC ACID DRAIN WITH SODIUM HYPOCHLORITE DRAIN.
4. WALL FITTING OPENING SHALL INCLUDE THE 16/FE/SS AND 1/2/HPA/SS PIPES. HPA LINE SHALL MATCH FE LINE MATERIAL WHEN IN CONTACT. ALUMINUM MAY BE USED FOR THE HPA LINE WHEN NOT IN CONTACT WITH THE FE LINE.SEAL WALL PENETRATION AND PROVIDE SS ESCUTCHEONS AT EACH PIPE PENETRATION. REFERENCE STRUCTURAL AND ARCH.
5. FIELD COORDINATE VENDOR SUPPLIED CONTROL PANEL WITH OWNER IN THE FIELD ALONG THE WEST WALL OF THE PUMP ROOM. INSTALLATION OF CONTROL PANELS NEEDS TO BE COORDINATED WITH ELECTRICAL CODE AND ELECTRICAL PLANS.

Applicable References:
GC-PLA-KWT-0116.00
WCD-006
COSK-KWT-DNG-RFI-0148
KIEWIT-RLR-000064
GC-PLA-KWT-0167.00
WCD-022

CO-MINGLE ALL THE INDIVIDUAL DRAIN LINES INTO A SINGLE LINE

6. FIELD COORDINATE VENDOR SUPPLIED TURBIDITY PANELS. THE PANELS MAY BE FLOOR MOUNTED AND SUPPORTED WITH A STAND ADJACENT TO THE PUMP OR WALL MOUNTED ON THE WEST WALL OF THE PUMP ROOM. PIPING TO AND FROM THE TURBUIDITY PANEL MAY BE FIELD ROUTED SUCH THAT PIPING IS OUT OF WALKWAYS AND DOES NOT CONFLICT WITH ACCESS TO EQUIPMENT. PIPING SHALL BE SUPPORTED PER SPECIFICATIONS. NO FREE LIQUID FROM THE PANEL MAY DRAIN DIRECTLY TO THE FLOOR, ALL DRAINS SHALL BE ROUTED WITH PVC PIPING FROM THE TURBIDITY PANEL TO THE TRENCH DRAIN. CONTRACTOR SHALL REFER TO VENDOR INSTALLATION GUIDES.
7. FIELD ROUTE DRAIN PIPING FROM CHEMICAL INJECTION TAPS TO THE TRENCH DRAIN. SUPPORT FROM THE WEST WALL AND ROUTE OUT OF WALKWAYS TO THE TRENCH DRAIN. PROVIDE PVC PIPING FROM ALL INSTRUMENTS AND FIELD ROUTE TO CLOSET DRAIN. COORDINATE WITH OWNER.
8. NOTE THAT ALL VENDOR SUPPLIED INSTRUMENTS, VALVES, PANELS ARE ILLUSTRATIVELY SHOWN. CONTRACTOR SHALL COORDINATE WITH VENDOR, OWNER, AND ENGINEER PROVIDE A COMPLETE WORKING SYSTEM PER THE PROJECT P&IDS.
9. COORDINATE AND OFFSET NaOCL AND CA CHEMICAL SOLUTION INJECTION SADDLE TAPS AT EACH 16-INCH SUCTION PIPE.
10. PROVIDE FLEXIBLE COUPLING BETWEEN PUMP AND PIPING TO ALLOW INSTALLATION ALLOWANCES.

NOTES BY SYMBOL:

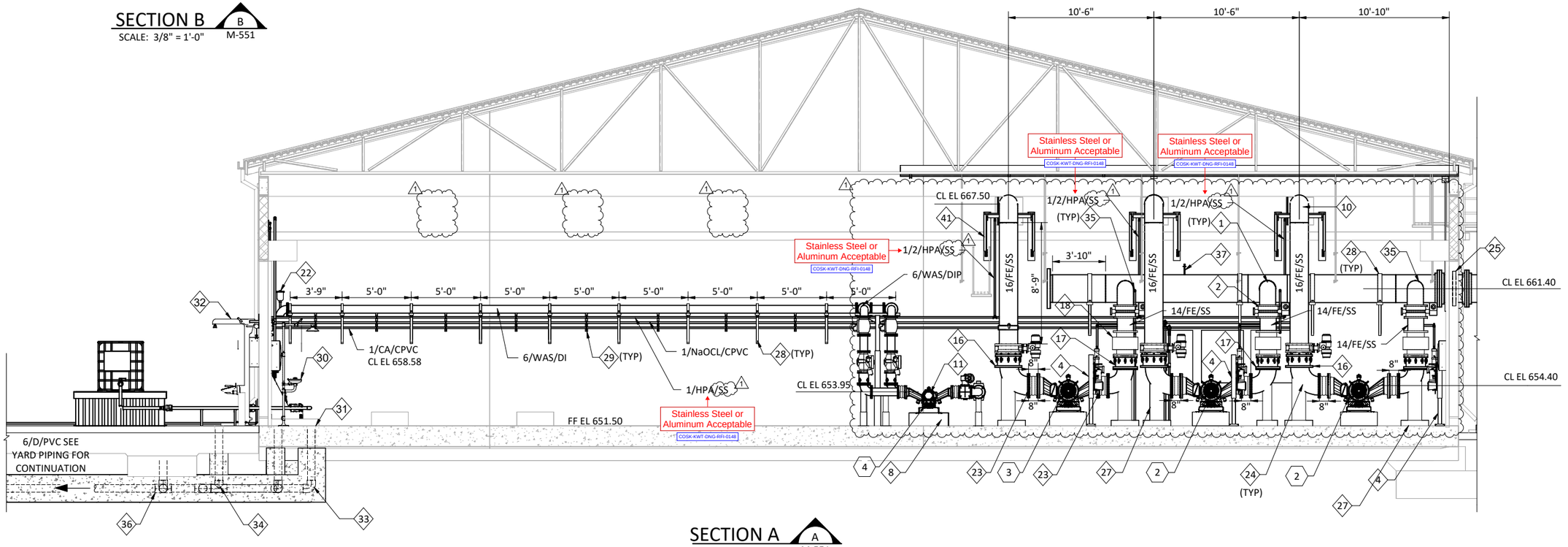
▲ VENDOR SUPPLIED EQUIPMENT, PANEL, OR INSTRUMENTS.

KEY NOTES:

1. 14" 316 SS 90° BEND (TYP)
2. 14" BFV (BEHIND)
3. 30" X 30" X 18" ALUMINUM HOT BOX
4. FREE STANDING FLOOR MOUNTED TURBIDITY PANEL TYP 3 (SEE NOTE 6)▲
5. ADJUSTABLE STANCHION PIPE SUPPORT 352
6. TAP FOR PIT ON PUMP SUCTION(TYP)
7. PERMEATE PUMP (TYP 3)
8. 12" CONCRETE PAD(TYP 5) S302
9. TRENCH DRAIN WITH ALUM GRATING
10. 16" 316 SS 90° BEND (TYP 3)
11. WAS PUMP (TYP 2)
12. 6" PLUG VALVE (TYP)
13. 6" CHECK VALVE (TYP 2)
14. 6" FCA
15. 6" FLG DIP 90° BEND (TYP)
16. 16" FCA (TYP 3)
17. 14" FCA (TYP 3)
18. 14" MAG METER (TYP 3)
19. 1" MOTORIZED BALL VALVE (TYP 6)▲
20. 1" MANUAL BALL VALVE (TYP 12)▲
21. 1" CHECK VALVE (TYP 6)▲
22. 1" ARV ON WAS PIPING
23. 16" OR 14" FLANGED FLEXIBLE COUPLING BETWEEN PUMP FLANGE AND FITTING FLANGE (TYP 6 TOTAL)(SEE NOTE 10)
24. 16" FLG X 14" FLG 316 SS 90-DEG BEND
25. WALL PENETRATION 326
26. 16" MOTORIZED BFV ▲
27. BASE ELBOW PIPE SUPPORT (TYP) MP080
28. WALL BRACKET PIPE SUPPORTS MP222
29. FLUSH MOUNT PIPE SUPPORT 348
30. SAFETY SHOWER/EYEWASH STATION (REF PLUMBING)
31. FLOOR DRAIN HP220
32. OUTDOOR SHOWER/EYEWASH STATION, COLD WEATHER PROTECTED (REF PLUMBING)
33. 6" MJ X MJ 90° DIP BEND
34. 6" MJ X MJ DIP TEE (TYP)
35. TAP FOR PERMEATE SAMPLING. TAP PIPE WITH SS BALL VALVE FOR TURBIDITY SAMPLING ROUTE PIPE TO TRENCH DRAIN ALONG THE WEST WALL (TYP)
36. CONCRETE ENCASE PIPE UP TO 5'0" FROM STRUCTURE
37. 1/2" TAP FOR TIT TO BACKPULSE TANK
38. LOCAL CONTROL PANELS, TYP 3 (REF ELECTRICAL) (SEE NOTE 5)
39. CHEMICAL SOLUTION INJECTION DETAIL (TYP 6) (SEE NOTE 9) 386
40.
41. WALL SUPPORT (TYP. 3) 353

EQUIPMENT TAGS:

1. 550-PMP-121 ▲
2. 550-PMP-122 ▲
3. 550-PMP-123 ▲
4. 600-WSP-121 ▲



SECTION A (A / M-551)
SCALE: 1/4" = 1'-0"

PLUMMER
1320 S UNIVERSITY DR, STE 300 | FORT WORTH, TX 76107
817.806.1700 | TBPE REGISTERED FIRM NUMBER F-13

NO.	DATE	REVISION	BY
1	08/09/24	WCD 022	DW
0	03/20/24	IFC SET	DW

Sherman
CLASSIC TOWN, BROAD HORIZON

CITY OF SHERMAN
SOUTH WASTEWATER TREATMENT PLANT - MBR
MECHANICAL
MBR SUPPORT BLDG PUMP GALLERY SECTION I

STATE OF TEXAS
PAULA A. MONACO
132844
LICENSED
PROFESSIONAL ENGINEER
8-9-2024

IF THIS BAR DOES NOT MEASURE ONE INCH, DRAWING IS NOT TO LABELED SCALE

DESIGNED	J. B. MURRAY
DRAWN	W. DAGM
CHECKED	P. MONACO
REVIEWED	P. O'BRIEN
Seq.	of

Dwg. No. M-552
1422-005-02

PRINTED: 8/9/2024 10:35:24 AM
Autodesk Docs://1422-005-02_Sherman_WW/NW_MBR_SUPPORT_BUILDING_M.rvt

Outlook

Re: [External]RE: MBR Support Building - Electrical/Mechanical Coordination & Changes

From Brent.Harwood <Brent.Harwood@kiewit.com>
Date Mon 6/2/2025 11:07 AM
To Brent.Harwood <Brent.Harwood@kiewit.com>

From: Geile, Quentin <qgeile@plummer.com>
Sent: Wednesday, May 28, 2025 5:23 PM
To: Charles.Wampler <Charles.Wampler@kiewit.com>; Michael.Walczyk <Michael.Walczyk@Kiewit.com>; Thomas.Young-PTR <tyoung@plummer.com>; Green, Christian <cgreen@plummer.com>; Bradley, Greg <gbradley9151@plummer.com>; Brian.Beach-PTR <bbeach@plummer.com>; Ron Mick <ron.mick@plussixengineering.com>; Moseley, Patrick <pmoseley@plummer.com>
Cc: Adam.Murphy3 <Adam.Murphy3@kiewit.com>; John.Lavelle <John.Lavelle@Kiewit.com>; Steven.Davis1 <Steven.Davis1@kiewit.com>; Bobby.Martin1 <Bobby.Martin1@kiewit.com>
Subject: [External]RE: MBR Support Building - Electrical/Mechanical Coordination & Changes

Michael,

See below for responses in red. Let know if you have any questions or follow up.

Thanks,

Quentin Geile, P.E.*
Project Engineer
Plummer

P: 214.631.6100
D: 972.996.5720
C: 720.633.5705
www.plummer.com

***PE Licenses: TX, CO**

From: Charles.Wampler <Charles.Wampler@kiewit.com>
Sent: Friday, May 23, 2025 6:47 AM
To: Michael.Walczyk <Michael.Walczyk@Kiewit.com>; Young, Thomas <tyoung@plummer.com>; Green, Christian <cgreen@plummer.com>; Geile, Quentin <qgeile@plummer.com>; Bradley, Greg <gbradley9151@plummer.com>; Beach, Brian <bbeach@plummer.com>; Ron Mick <ron.mick@plussixengineering.com>; Moseley, Patrick <pmoseley@plummer.com>
Cc: Adam.Murphy3 <Adam.Murphy3@kiewit.com>; John.Lavelle <John.Lavelle@Kiewit.com>; Steven.Davis1

<Steven.Davis1@kiewit.com>; Bobby.Martin1 <Bobby.Martin1@kiewit.com>
Subject: RE: MBR Support Building - Electrical/Mechanical Coordination & Changes

CAUTION: This email originated from outside of Plummer. DO NOT CLICK links or attachments unless you recognize the sender and know the content is safe.

Adding a few more to the email.

From: Michael.Walczyk <Michael.Walczyk@Kiewit.com>
Sent: Thursday, May 22, 2025 6:12 PM
To: Thomas.Young-PTR <tyoung@plummer.com>; Christian <cgreen@plummer.com>; Geile, Quentin <qgeile@plummer.com>
Cc: Adam.Murphy3 <Adam.Murphy3@kiewit.com>; John.Lavelle <John.Lavelle@Kiewit.com>; Charles.Wampler <Charles.Wampler@kiewit.com>; Steven.Davis1 <Steven.Davis1@kiewit.com>; Bobby.Martin1 <Bobby.Martin1@kiewit.com>
Subject: MBR Support Building - Electrical/Mechanical Coordination & Changes
Importance: High

Chris/Quentin/Thomas,

See the summary of discussion items from today's meeting on site in the MBR Support Building with the City of Sherman, Plummer and Kiewit.

Please confirm the items below and provide direction and clarity on how we are to proceed on each item. If you have any questions, please let me know.

1. **RIO Panel vs. Turbidity Panel Locations**
    a. After the walk today, please see the proposed layout of the Rio and Turbidty Panels at the MBR Support Building. Please confirm this revised layout is acceptable.
        i. Please update the electrical drawings to reflect this change of location for the RIO Panels
        ii. Please relocate the Electrical power for the analyzer and sampler pump on the North Interior wall to a new location that does not conflict with the RIO Panel.

    As discussed in today's process mechanical call, we were going to tape out the layout before finalizing it. I've included a few thoughts in orange on the attached. Final decision to come from field discussions.
2. **Citric Acid / Sodium Hypochlorite Drain Lines**
    a. The original response to RFI #376 stated the following:
        i. "The drain lines shall be routed as shown on the mechanical drawings. These drain lines are intended to only be used in an emergency situation. If used, the isolation valves for each chemical line would be opened one at a time to drain into the trench drain. The trench drain will then be washed down using a hose station inside the MBR Support Building to avoid mixing of chemicals.
    b. The combination of the Sodium hypochlorite and Citric Acid drains in the trench drain would create dangerous chlorine gas. In order to prevent the potential of human error in the event of an emergency that would require plant personnel to use the chemical drain lines and expose them to chlorine gas; it was proposed to pipe the citric acid solely to the trench drain and add a new drain line that would run the entire length of the west

pump gallery wall all the way back to the sodium hypochlorite skid floor drain. The new drain line would need to be sloped at least 1/8" per foot.

Please proceed with the common drain installation back to the sodium hypochlorite chemical skid containment area. I've included a sketch showing possible routing; however, this may be field-routed as needed. The 1/8" per foot slope is sufficient.

3. **Camlock Fittings on Citric Acid and Sodium Hypochlorite Suction Lines**
    a. Please indicate the purpose that the camlock fittings shown on the two chemical lines? The fittings cannot be installed as shown. If the intent is that these connections are to tee off of the primary suction line for a chemical truck hook up, then a tee and additional valve would be required on each suction line. Please confirm what the design intent is at this location.

These camlock fittings can be removed. We included these to allow for some installation flexibility for you all.

4. **Instrumentation Tap Locations**
    a. Instrumentation taps will be installed per the Veolia P&ID's. Crews are in the process of installing these instrumentation taps. If additional taps are required for instrumentation please contact us immediately.
    Additional taps are not required.
    b. Veolia requires instrument 20-PIT-301-(1) (2) (3) to be installed at the high point on each 16" Permeate header. If installed inside the building, they will be inaccessible for maintenance, therefore, after conversations with Veolia, they are to be installed on top of the MBR Basin inside of the existing hotbox. Please confirm this is acceptable.
    We can move these; however, heat trace and insulation will need to be included for the taps up to the PITs. We would also need to route the power and heat trace conduit over here. This would be done at no additional cost. If access is a concern, we can also install this closer to the pump and adjust the 0 on the instruments.

5. **Permeate Drain Lines**
    a. Per our conversation, please confirm the permeate low point drain lines are to be installed up to the valve and that they are not to be piped to the trench drain as it will create an tripping hazard along the floor around the pumps.

This is confirmed.

6. **Temporary Start-up Recirculating Connection**
    a. The Veolia P&IDs (Note 6 on DS-107) show a Temporary start-up connection on the 24" Permeate Header. This connection is not shown on the Construction Documents. The function of this connection is for Veolia to cycle water from before the backpulse tank back to the bioreactor for commissioning. From email correspondence with Veolia, they stated they require a connection that can support a minimum of 3300 GPM which is at least a 4" Connection with a valve and blind flange. Please confirm whether we are to install this 4" Connection, valve and blind flange. If a larger connection is required please provide additional information. A 4" Valve has a 6-8 week lead time.

We will have a phone call with Veolia Friday morning to discuss this. Before this meeting, I will check with valve manufacturers to see what valves and sizes are readily available. We discussed that the valves are a nice to have for the future phases; however, only the blind flange is required.

7. **Co-Mingle Turbidity Panel Drain Lines**
    a. Veolia shows three individual drain connections (¼", ¼" and ½") running from the turbidity panels and degassing columns to the trench drain. From our conversation today, it is acceptable to co-mingle all these individuals

drains into a single line along the floor to mitigate potential tripping hazards. Please confirm this solution is acceptable and that a 1" comingled pipe drain is acceptable to collocate all these lines.

This is confirmed, we can comingle.

8. **Co-Mingle AHP Low Point Drain Lines**
    a. Due to the routing shown on the drawings and Veolia P&IDs for the Air High Pressure system, there are multiple locations where low point drains are required. Per our conversation today, it is acceptable to comingle these drain lines wherever necessary to mitigate potential tripping hazards along the floor. Please confirm a 1" Drain line is acceptable for these locations.
        i. These low point drains will receive timed solenoid valves provided by Veolia, however, there is no electrical power or controls shown to support these valves. Please update the electrical drawings to show where these solenoid valves are to be powered from.

    Comingling the drain lines are acceptable. As discussed, there were five drain locations: 1) outside downstream of the compressor, 2) inside upstream of the dryer, 3) inside upstream of the sodium hypochlorite skid, 4) inside upstream of the citric acid skid, 5) on the west wall for the BRB and permeate ejector lines. For items 1 and 2, we will work on providing electrical routing. For items 3-5, we would like to avoid electrical power and propose to install an alternative drain that does not require power (PARKER Automatic Float Drain: M12.FD.0001). This way we can minimize the amount of power added.

9. **Hose Racks and Potable Water Supply in Pump Gallery**
    a. The plumbing drawings do not show any hose racks or piping to the hose racks in the MBR Support Pump Gallery (P-550). Hose racks are referenced on Sheet M-551 – Key Note 5 & M-555 but no supply routing is shown.
        i. South Interior Wall
            1. On the interior South Wall, there is no room to install the hose rack where it is currently shown as the chemical skid containment area is larger than shown on the drawings due to the equipment provided by Veolia being larger. Please provide an updated location of where this hose rack is to be installed and how the piping is to be routed to this location and the size of piping.

        See attached sketch showing the approximate location for the new location and approximate routing. This location can be adjusted south as needed. Please provide 100ft of hose for this location and field route the piping accordingly.

        ii. South Exterior Wall
            1. The location of the Hose Rack on the Chemical Containment pad is currently in conflict with the following items: Eyewash station, conduit riser, chemical piping feeds and drain lines. Please provide a new location for this hose rack as well as the routing, piping size and material for this hose rack.

This hose rack can be deleted.

iii. Interior North Wall

1. These is an outline of what looks to be a hose rack on the interior wall of the Pump Gallery; just west of the overhead door. This hose rack is in conflict with the location of the Veolia RIO panel that was coordinated on May 22nd, 2025. Please confirm whether this hose rack is required. If it is required, please provide the pipe routing, pipe size, hose rack location and water source for this hose rack. Please note that there is a 4" NPW connection at the NE corner of the Area 600 RAS Pump station that could support this hose rack if required.
2. If fed from the RAS Water Supply, please indicate what electrical circuit is to power the additional heat trace and insulation required at this location.

This hose rack can be deleted.

Regards,
Michael

Michael Walczyk, AC
Mechanical Superintendent

City of Sherman CMAR
302 Cliff Hestand,
Sherman, TX 75090
Cell: 1-402-676-8831
Email: Michael.Walczyk@kiewit.com

RFI

Project Name:	South Wastewater Treatment Plant - MBR	**Project Tracker No.**	1422-005-02
Contract No.:	1513-U	**Plummer CPM:**	Sherri van der Wege
RFI Name/Subject:	MBR Support - Hose Racks and Potable Water Supply in Pump Gallery	**Requested Response Date:**	6/9/2025
Contractor:	Kiewit Water Facilities South	**Contractor PM:**	Kory Kyllo
RFI Key Contact:	Brent Harwood	**Key Contact Phone:**	682-298-6368
Subcontractor/Vendor:	Kiewit		
Specification Section:	40 05 05 – Piping System, Basic Materials and Methods		
Secondary Discipline:	☐ Architectural ☐ Civil ☐ Electrical ☐ HVAC ☐ Instrumentation & Controls ☑ Proc/Mech ☐ Plumbing ☐ Structural		
Reference Drawing(s):	M-551, M-555		
RFI No.:	COSK-KWT-DNG-RFI-0522		
RFI Contents:	☐ Shop Drawing ☐ Administrative ☐ As-Builts ☐ Sample ☐ *Product Data* ☑ *Additional Information* ☐ *O&M*		
Impacts:	☑ Cost ☑ Schedule		
Question/Issue:	In discussion between Plummer and Kiewit, it was found that the south interior wall hose rack would need to be relocated due to the equipment being larger than anticipated. There is no drawings showing any pipe being routed to any hoses besides the south interior hose rack. Also discovered was a conflict for the hose racks on the south exterior wall and the interior north wall due to clashes with adjacent equipment.		
Proposed Solution:	In the attached drawing the designer sketched the approximate location for the south interior wall hose rack in the MBR Support Building with approximate routing for its piping. The designer states, in attached email correspondence, that the location can be adjusted south as needed. The email also states to provide 100 ft of hose for this location and to field route the pipe accordingly. Lastly Plummer states that the hose racks at the south exterior wall and interior north wall can be eliminated. Please confirm that this is how we should proceed.		

☑ Contractor hereby certifies that (i) Contractor has complied with the requirements of Contract Documents in preparation, review and submission of designated RFI and (ii) the RFI is completed and in accordance with the Contract Documents and requirements of laws and regulations and governing agencies.
Contractor (Authorized by): Adam Murphy

RFI Package Response Status (Approved, Rejected, Response as Noted):	
RFI Status:	
Comments:	See attached response

Plummer
1320 S University Drive #300
Fort Worth, Texas 76107
P: 8188061700

Project: 1442-005-02 South Wastewater Treatment Plant
302 Cliff Hestand Road
Sherman, Texas

RFI #660: MBR Support - Hose Racks and Potable Water Supply in Pump Gallery

Status	Open		
To	Quentin Geile (Plummer) *(Response Required)*	**From**	Alyssa OBrien (Plummer)
Date Initiated	Jun 5, 2025	**Due Date**	Jun 9, 2025
Location	Membrane Support Building	**Project Stage**	Course of Construction
Cost Impact	Yes (Unknown)	**Schedule Impact**	Yes (Unknown)
Spec Section	40 05 05 - Piping System, Basic Materials and Methods	**Cost Code**	
Drawing Number	M-551, M-555	**Reference**	
Linked Drawings			
Suggested Solution		**Change Order Required?**	
Received From			
Copies To	Brian Beach (Plummer), Naomi Lightfoot (Plummer) , Alyssa OBrien (Plummer)		

SUGGESTED SOLUTION

Contractor Suggested Solution

In the attached drawing the designer sketched the approximate location for the south interior wall hose rack in the MBR Support Building with approximate routing for its piping. The designer states, in attached email correspondence, that the location can be adjusted south as needed. The email also states to provide 100 ft of hose for this location and to field route the pipe accordingly. Lastly Plummer states that the hose racks at the south exterior wall and interior north wall can be eliminated. Please confirm that this is how we should proceed.

Activity

Question

Question from Alyssa OBrien Plummer *on Thursday, Jun 5, 2025 at 11:51 AM CDT*

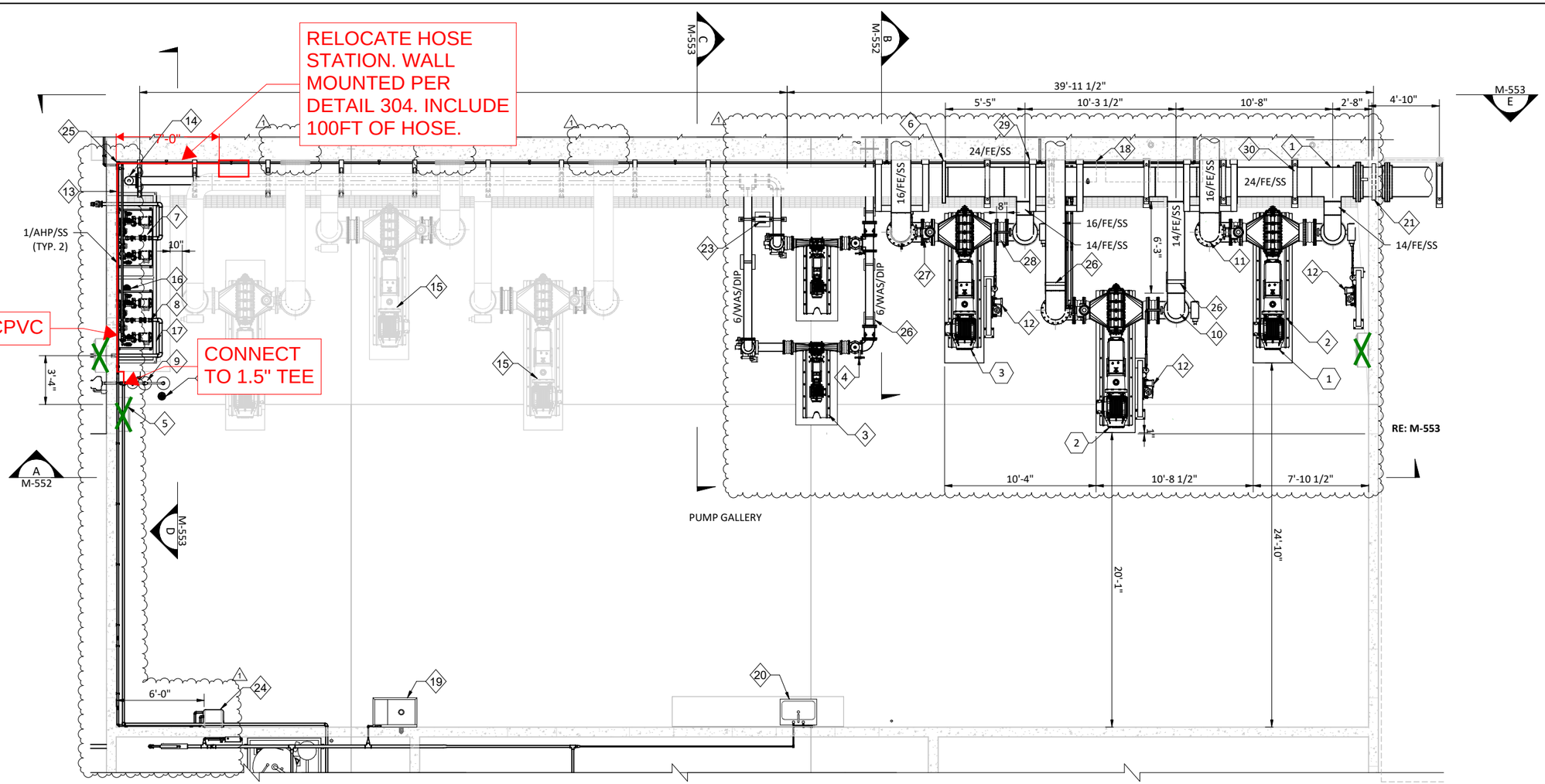
See attached RFI

Attachments
COSK-KWT-DNG-RFI-0522.00.RFI.00.01.pdf

Official Response

Response from Quentin Geile Plummer *on Sunday, Jun 8, 2025 at 10:44 AM CDT*

The proposed solution is acceptable. Update the as-builts accordingly. Since this solution was presented, Kiewit mechanical indicated the tepid water supply is not sized for the hose station needs. If this is correct, please propose an alternative source and routing for consideration in another RFI.



PERMEATE PUMP GALLERY AREA PLAN

SCALE: 1/4" = 1'-0"

NOTES:

1. REFER TO G-006 TO G-012 FOR ADDITIONAL NOTES.
2. ELECTRICAL WIRING, CONDUITS, AND CABLE TRAYS ARE NOT SHOWN ON MECHANICAL SHEETS FOR CLARITY. CONTRACTOR SHALL REFERENCE ELECTRICAL SHEETS FOR ROUTES, ELEVATIONS, AND COORDINATION BETWEEN DICIPLINES.
3. FUTURE PUMPS AND PIPING ARE SHOWN FOR CLARITY ONLY.
4. PAINT ALL NEW EQUIPMENT, PIPING, VALVES, AND SUPPORTS, EXCEPT STAINLESS STEEL, ALUMINUM, PVC, AND FIBERGLASS IN ACCORDANCE WITH SPECIFICATION SECTION 09 91 00, "PAINTING AND PROTECTIVE COATINGS." COLOR SHALL BE SELECTED BY OWNER. PAINT SHALL BE TOUCHED UP AND UNDAMAGED PRIOR TO FINAL COMPLETION.
5. PAINT CHEMICAL PUMP SKID CONTAINMENT AREA WITH EPOXY COATINGS PER SECTION 09 91 00, "PAINTING AND PROTECTIVE COATINGS." ALL WALLS AND FLOORS INSIDE THE CURB AREA SHALL BE COATED.
6. PIPE SUPPORT LOCATIONS ARE FOR ILLUSTRATION PURPOSES ONLY. FURNISH PIPE SUPPORTS IN ACCORDANCE WITH THE SPECIFICATIONS AND PIPE MANUFACTURER RECOMMENDATIONS.
7. CPVC DRAINS FROM PIT, TURBIDITY METER, AND SODIUM HYPOCHLORITE CONNECTION SHALL BE ROUTED TO TRENCH DRAIN.
8. CPVC DRAINS FROM CITRIC ACID CONNECTION SHALL BE ROUTED TO COMMON DRAIN UNDER THE SLAB. DO NOT COMBINE CITRIC ACID DRAIN WITH SODIUM HYPOCHLORITE DRAIN.
9. ROUTE 1" COMBO ARV DISCHARGE PIPING TO TRENCH DRAIN.
10. FIELD COORDINATE VENDOR SUPPLIED TURBIDITY PANELS. THE PANELS MAY BE FLOOR MOUNTED AND SUPPORTED WITH A STAND ADJACENT TO THE PUMP OR WALL MOUNTED ON THE WEST WALL OF THE PUMP ROOM. PIPING TO AND FROM THE TURBUIDITY PANEL MAY BE FIELD ROUTED SUCH THAT PIPING IS OUT OF WALKWAYS AND DOES NOT CONFLICT WITH ACCESS TO EQUIPMENT. PIPING SHALL BE SUPPORTED PER SPECIFICATIONS. NO FREE LIQUID FROM THE PANEL MAY DRAIN DIRECTLY TO THE FLOOR, ALL DRAINS SHALL BE ROUTED WITH PVC PIPING FROM THE TURBIDITY PANEL TO THE TRENCH DRAIN. CONTRACTOR SHALL REFER TO VENDOR INSTALLATION GUIDES.
11. FIELD COORDINATE VENDOR SUPPLIED CONTROL PANEL WITH OWNER IN THE FIELD ALONG THE WEST WALL OF THE PUMP ROOM. INSTALLATION OF CONTROL PANELS NEEDS TO BE COORDINATE WITH ELECTRICAL CODE AND ELECTRICAL PLANS.
12. FIELD ROUTE DRAIN PIPING FROM CHEMICAL INJECTION TAPS TO THE TRENCH DRAIN. SUPPORT FROM THE WEST WALL AND ROUTE OUT OF WALKWAYS TO THE TRENCH DRAIN. PROVIDE PVC PIPING FROM ALL INSTRUMENTS AND FIELD ROUTE TO CLOSET DRAIN. COORDINATE WITH OWNER.
13. NOTE THAT ALL VENDOR SUPPLIED INSTRUMENTS, VALVES, PANELS ARE ILLUSTRATIVELY SHOWN. CONTRACTOR SHALL COORDINATE WITH VENDOR, OWNER, AND ENGINEER TO PROVIDE A COMPLETE WORKING SYSTEM PER THE PROJECT P&IDS SPECIFICATIONS AND DRAWINGS.

1
14. EXPANSION COUPLING SHALL BE SINGLE ARCH FROM RED VALVE MODEL J-1 OR PROCO EQUIVALENT.
15. DRYER SHALL BE WALL MOUNTED WITH THE TOP OF THE UNIT 4' ABOVE THE FINISHED FLOOR. DRYER SHALL BE ORIENTED WITH THE INLET AND OUTLET PIPING FACING SOUTH. PIPING SHALL BE FIELD ROUTED ABOVE THE OVERHEAD COILING DOOR. FINAL LOCATION OF DRYER SHALL BE FIELD COORDINATED WITH THE FIRE EXTINGUISHER AND DOOR ACCESS.
16. 1" SS TEE SHALL BE INSTALLED FOR THE AHP LINE INSIDE THE SUPPORT BUILDING. ONE BRANCH SHALL GO EAST TO THE DRYER. THE OTHER SHALL GO NORTH TO THE BRB RECEIVER TANK. CONTRACTOR SHALL FURNISH AND INSTALL TWO, 1" BALL VALVES ON THE NORTH AND EAST SIDES OF THE TEE.
17. WALL BRACKET SUPPORTS SHALL BE PROVIDED FOR THE 24" HEADER PIPE AND SPACED 12" FROM THE 24"x14" TEES OR AS RECOMMENDED BY THE PIPE SUPPORT MANUFACTURER. ROUTE SMALL DIAMETER PIPING THROUGH OPEN PARTS OF BRACKET AS NEEDED.
18. SINGLE PIPE SUPPORT FOR BOTH PIPES OR TWO SEPARATE PIPE SUPPORTS (ONE FOR EACH PIPE PER DETAIL 352) MAY BE FURNISHED. DESIGN SHALL BE BY THE PIPE SUPPORT MANUFACTURER IF SINGLE SUPPORT IS FURNISHED.

KEY NOTES:

1. 24X14" 316 SS TEE (TYP 3)
2. PERMEATE PUMP (TYP 3) ▲
3. WAS PUMP (TYP 2)
4. 6" PLUG VALVE (TYP 4)
5. WALL MOUNTED HOSE STATION (304)
6. 24" 316 SS BLIND FLANGE
7. CITRIC ACID SKID ▲
8. SODIUM HYPOCHLORITE SKID ▲
9. EMERGENCY SHOWER/EYE WASH (TYP)
10. 14" 316 SS 90° (TYP)
11. 16" 316 SS 90° (TYP)
12. TURBIDITY PANEL (TYP 3)(SEE NOTE 10) ▲
13. 6" FLOW MAGNETIC METER
14. 1" COMBO ARV (SEE NOTE 9) (302)
15. FUTURE PERMEATE PUMP AND DISCHARGE PIPING (TYP. 3)
16. FLOOR DRAIN (HP220)
17. 6" CONCRETE CONTAINMENT CURB (REF STRUCTURAL) (SEE NOTE 5) (506)
18. LOCAL CONTROL PANEL (TYP 3) (BELOW) (REF ELECTRICAL) (SEE NOTE 5)
19. FREE STANDING SS SINK AND WORK AREA (REF PLUMBING)
20. SINK AND CABINETS (REF ARCH)
21. 24" 316 SS FLGXFLG WALL FITTING (326)
22. 6" DIP WALL FITTING(BELOW) (320) 1

1
23. PIPE SUPPORT (SEE NOTE 18)
24. DRYER (SEE NOTE 15)
25. 1" SS TEE AND TWO, 1" SS BALL VALVES (SEE NOTE 16)
26. ADJUSTABLE STANCHION SUPPORT (TYP.) (352)
27. 16" EXPANSION COUPLING (SEE NOTE 14) (TYP. 3) (371)
28. 14" EXPANSION COUPLING (SEE NOTE 14) (TYP. 3) (371)
29. WALL SUPPORT (TYP. 3) (353)
30. WALL BRACKET SUPPORT (TYP. 5) (SEE NOTE 17) (MP222)

EQUIPMENT TAGS:

1. 550-PMP-111▲
2. 550-PMP-121▲
3. 550-PMP-131▲
4. 600-WSP-111▲
5. 600-WSP-121▲

NOTES BY SYMBOL:

▲ VENDOR SUPPLIED EQUIPMENT, PANEL, OR INSTRUMENTS.

PLUMMER
1320 S UNIVERSITY DR, STE 300 | FORT WORTH, TX 76107
817.806.1700 | TBPE REGISTERED FIRM NUMBER F-13

NO.	DATE	REVISION	BY
1	08/09/24	WCD 022	DW
0	03/20/24	IFC SET	DW

Sherman
CLASSIC TOWN, BROAD HORIZON

CITY OF SHERMAN
SOUTH WASTEWATER TREATMENT PLANT - MBR

MECHANICAL

MBR SUPPORT BLDG PUMP GALLERY PLAN

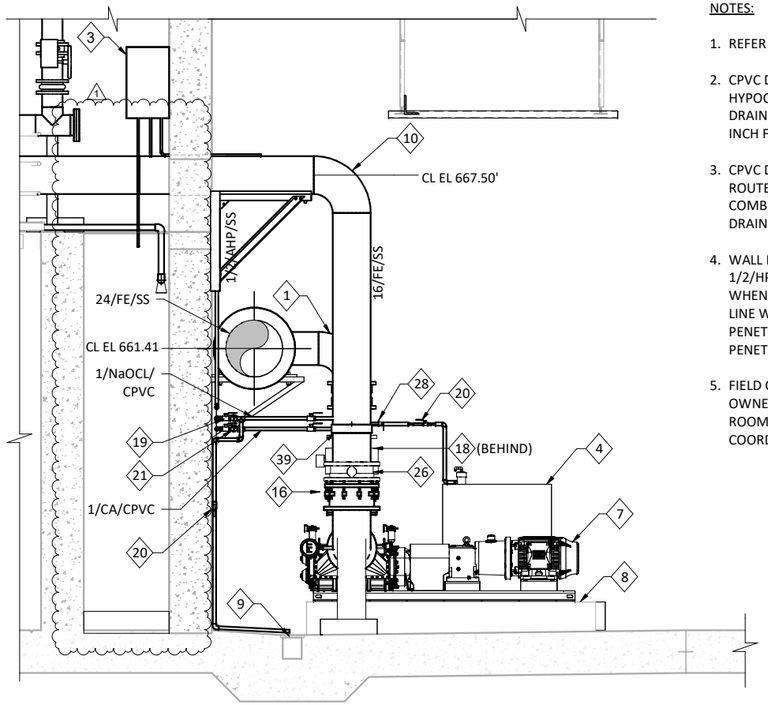
STATE OF TEXAS
PAULA A. MONACO
132844
LICENSED PROFESSIONAL ENGINEER
8-9-2024

IF THIS BAR DOES NOT MEASURE ONE INCH, DRAWING IS NOT TO LABELED SCALE

DESIGNED	J. B. MURRAY
DRAWN	W. DAGM
CHECKED	P. MONACO
REVIEWED	P. O'BRIEN
Seq.	of
Dwg. No.	M-551

1422-005-02

PRINTED: 8/9/2024 10:35:19 AM Autodesk Docs://1422-005-02_Sherman_WW/NW_MBR_SUPPORT_BUILDING_M.rvt



SECTION B (B / M-551)
SCALE: 3/8" = 1'-0"

NOTES:

1. REFER TO M-551 FOR ADDITIONAL NOTES.
2. CPVC DRAINS FROM PIT, TURBIDITY METER AND SODIUM HYPOCHLORITE CONNECTION SHALL BE ROUTED TO TRENCH DRAIN.ROUTE PIPING WITH AN AIR GAP OF APPROXIMATELY 1-INCH FROM THE TRENCH ALUMINUM GRATING.
3. CPVC DRAINS FROM CITRIC ACID CONNECTION SHALL BE ROUTED TO COMMON DRAIN UNDER THE SLAB. DO NOT COMBINE CITRIC ACID DRAIN WITH SODIUM HYPOCHLORITE DRAIN.
4. WALL FITTING OPENING SHALL INCLUDE THE 16/FE/SS AND 1/2/HPA/SS PIPES. HPA LINE SHALL MATCH FE LINE MATERIAL WHEN IN CONTACT. ALUMINUM MAY BE USED FOR THE HPA LINE WHEN NOT IN CONTACT WITH THE FE LINE.SEAL WALL PENETRATION AND PROVIDE SS ESCUTCHEONS AT EACH PIPE PENETRATION. REFERENCE STRUCTURAL AND ARCH.
5. FIELD COORDINATE VENDOR SUPPLIED CONTROL PANEL WITH OWNER IN THE FIELD ALONG THE WEST WALL OF THE PUMP ROOM. INSTALLATION OF CONTROL PANELS NEEDS TO BE COORDINATED WITH ELECTRICAL CODE AND ELECTRICAL PLANS.
6. FIELD COORDINATE VENDOR SUPPLIED TURBIDITY PANELS. THE PANELS MAY BE FLOOR MOUNTED AND SUPPORTED WITH A STAND ADJACENT TO THE PUMP OR WALL MOUNTED ON THE WEST WALL OF THE PUMP ROOM. PIPING TO AND FROM THE TURBUIDITY PANEL MAY BE FIELD ROUTED SUCH THAT PIPING IS OUT OF WALKWAYS AND DOES NOT CONFLICT WITH ACCESS TO EQUIPMENT. PIPING SHALL BE SUPPORTED PER SPECIFICATIONS. NO FREE LIQUID FROM THE PANEL MAY DRAIN DIRECTLY TO THE FLOOR, ALL DRAINS SHALL BE ROUTED WITH PVC PIPING FROM THE TURBIDITY PANEL TO THE TRENCH DRAIN. CONTRACTOR SHALL REFER TO VENDOR INSTALLATION GUIDES.
7. FIELD ROUTE DRAIN PIPING FROM CHEMICAL INJECTION TAPS TO THE TRENCH DRAIN. SUPPORT FROM THE WEST WALL AND ROUTE OUT OF WALKWAYS TO THE TRENCH DRAIN. PROVIDE PVC PIPING FROM ALL INSTRUMENTS AND FIELD ROUTE TO CLOSET DRAIN. COORDINATE WITH OWNER.
8. NOTE THAT ALL VENDOR SUPPLIED INSTRUMENTS, VALVES, PANELS ARE ILLUSTRATIVELY SHOWN. CONTRACTOR SHALL COORDINATE WITH VENDOR, OWNER, AND ENGINEER PROVIDE A COMPLETE WORKING SYSTEM PER THE PROJECT P&IDS.
9. COORDINATE AND OFFSET NaOCL AND CA CHEMICAL SOLUTION INJECTION SADDLE TAPS AT EACH 16-INCH SUCTION PIPE.
10. PROVIDE FLEXIBLE COUPLING BETWEEN PUMP AND PIPING TO ALLOW INSTALLATION ALLOWANCES.

NOTES BY SYMBOL:

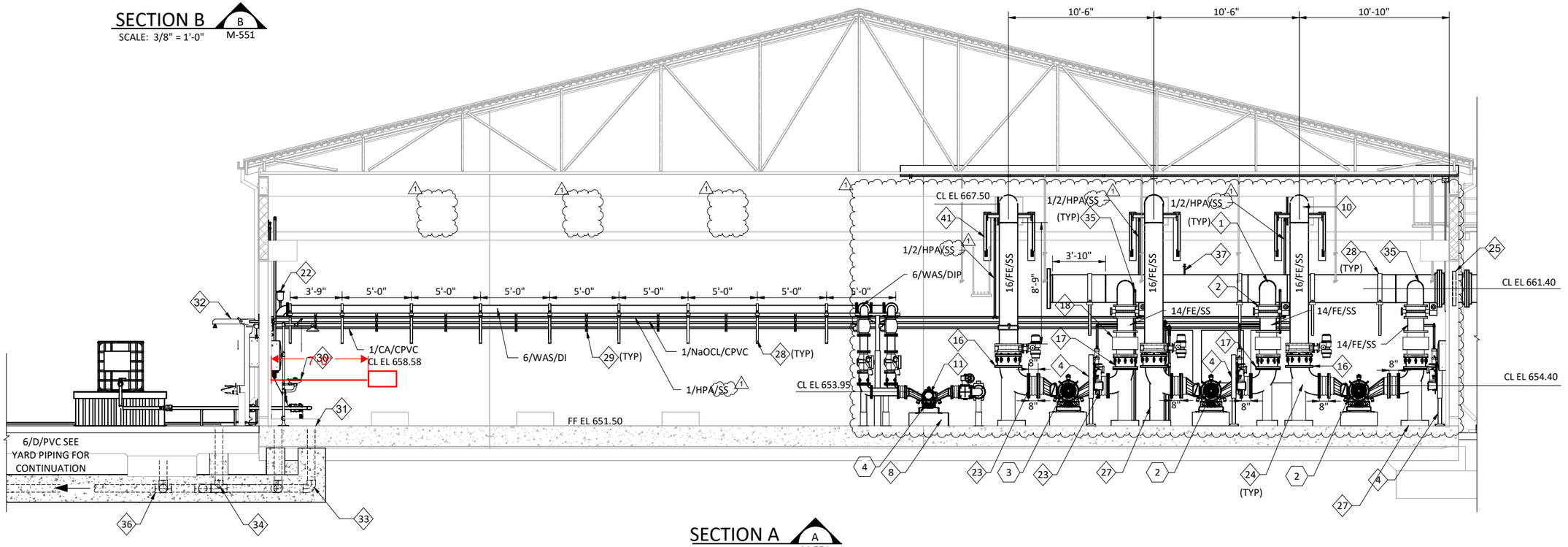
▲ VENDOR SUPPLIED EQUIPMENT, PANEL, OR INSTRUMENTS.

KEY NOTES:

1. 14" 316 SS 90° BEND (TYP)
2. 14" BFV (BEHIND)
3. 30" X 30" X 18" ALUMINUM HOT BOX
4. FREE STANDING FLOOR MOUNTED TURBIDITY PANEL TYP 3 (SEE NOTE 6) ▲
5. ADJUSTABLE STANCHION PIPE SUPPORT 352
6. TAP FOR PIT ON PUMP SUCTION(TYP)
7. PERMEATE PUMP (TYP 3)
8. 12" CONCRETE PAD(TYP 5) S302
9. TRENCH DRAIN WITH ALUM GRATING
10. 16" 316 SS 90° BEND (TYP 3)
11. WAS PUMP (TYP 2)
12. 6" PLUG VALVE (TYP)
13. 6" CHECK VALVE (TYP 2)
14. 6" FCA
15. 6" FLG DIP 90° BEND (TYP)
16. 16" FCA (TYP 3)
17. 14" FCA (TYP 3)
18. 14" MAG METER (TYP 3)
19. 1" MOTORIZED BALL VALVE (TYP 6) ▲
20. 1" MANUAL BALL VALVE (TYP 12) ▲
21. 1" CHECK VALVE (TYP 6) ▲
22. 1" ARV ON WAS PIPING
23. 16" OR 14" FLANGED FLEXIBLE COUPLING BETWEEN PUMP FLANGE AND FITTING FLANGE (TYP 6 TOTAL)(SEE NOTE 10)
24. 16" FLG X 14" FLG 316 SS 90-DEG BEND
25. WALL PENETRATION 326
26. 16" MOTORIZED BFV ▲
27. BASE ELBOW PIPE SUPPORT (TYP) MP080
28. WALL BRACKET PIPE SUPPORTS MP222
29. FLUSH MOUNT PIPE SUPPORT 348
30. SAFETY SHOWER/EYEWASH STATION (REF PLUMBING)
31. FLOOR DRAIN HP220
32. OUTDOOR SHOWER/EYEWASH STATION, COLD WEATHER PROTECTED (REF PLUMBING)
33. 6" MJ X MJ 90° DIP BEND
34. 6" MJ X MJ DIP TEE (TYP)
35. TAP FOR PERMEATE SAMPLING. TAP PIPE WITH SS BALL VALVE FOR TURBIDITY SAMPLING ROUTE PIPE TO TRENCH DRAIN ALONG THE WEST WALL (TYP)
36. CONCRETE ENCASE PIPE UP TO 5'0" FROM STRUCTURE
37. 1/2" TAP FOR TIT TO BACKPULSE TANK
38. LOCAL CONTROL PANELS, TYP 3 (REF ELECTRICAL) (SEE NOTE 5)
39. CHEMICAL SOLUTION INJECTION DETAIL (TYP 6) (SEE NOTE 9) 386
40.
41. WALL SUPPORT (TYP. 3) 353

EQUIPMENT TAGS:

1. 550-PMP-121 ▲
2. 550-PMP-122 ▲
3. 550-PMP-123 ▲
4. 600-WSP-121 ▲



SECTION A (A / M-551)
SCALE: 1/4" = 1'-0"

PLUMMER
1320 S UNIVERSITY DR, STE 300 | FORT WORTH, TX 76107
817.806.1700 | TBPE REGISTERED FIRM NUMBER F-13

NO.	DATE	REVISION	BY
1	08/09/24	WCD 022	DW
0	03/20/24	IFC SET	DW

Sherman
CLASSIC TOWN, BROAD HORIZON

CITY OF SHERMAN
SOUTH WASTEWATER TREATMENT PLANT - MBR

MECHANICAL
MBR SUPPORT BLDG PUMP GALLERY SECTION I

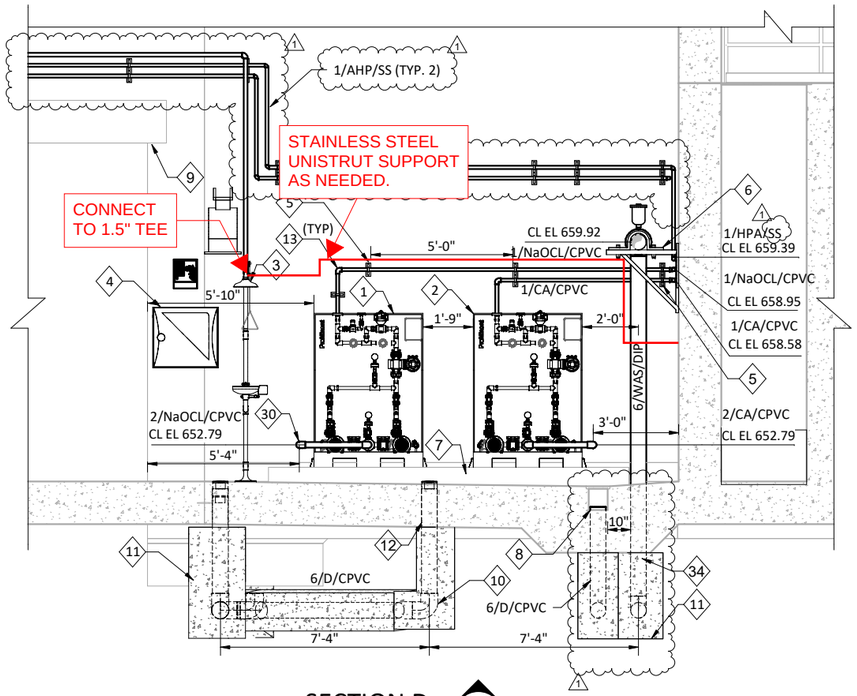
STATE OF TEXAS
PAULA A. MONACO
132844
LICENSED
PROFESSIONAL ENGINEER
8-9-2024

IF THIS BAR DOES NOT MEASURE ONE INCH, DRAWING IS NOT TO LABELED SCALE

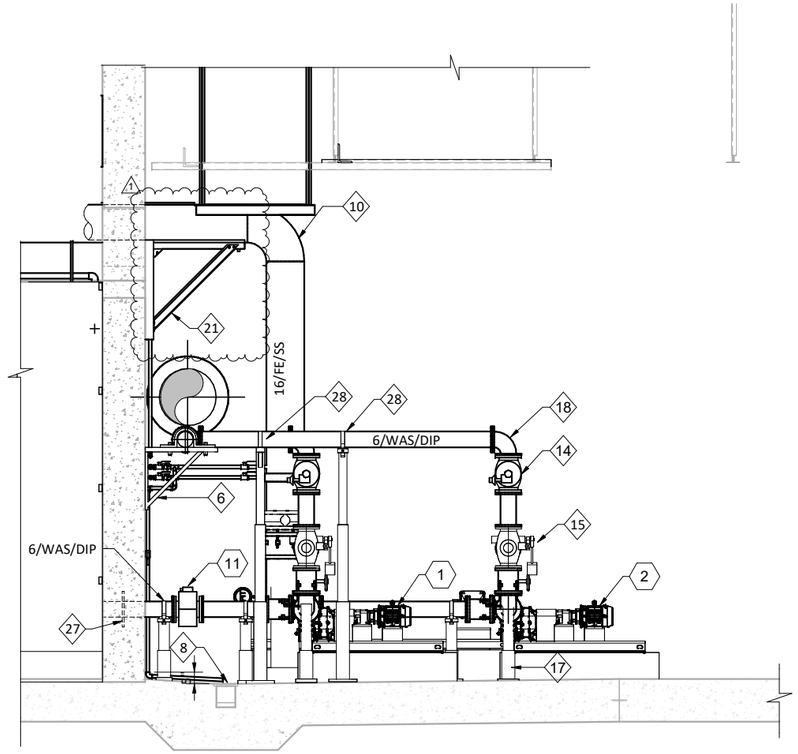
DESIGNED	J. B. MURRAY
DRAWN	W. DAGM
CHECKED	P. MONACO
REVIEWED	P. O'BRIEN
Seq.	of

Dwg. No. M-552
1422-005-02

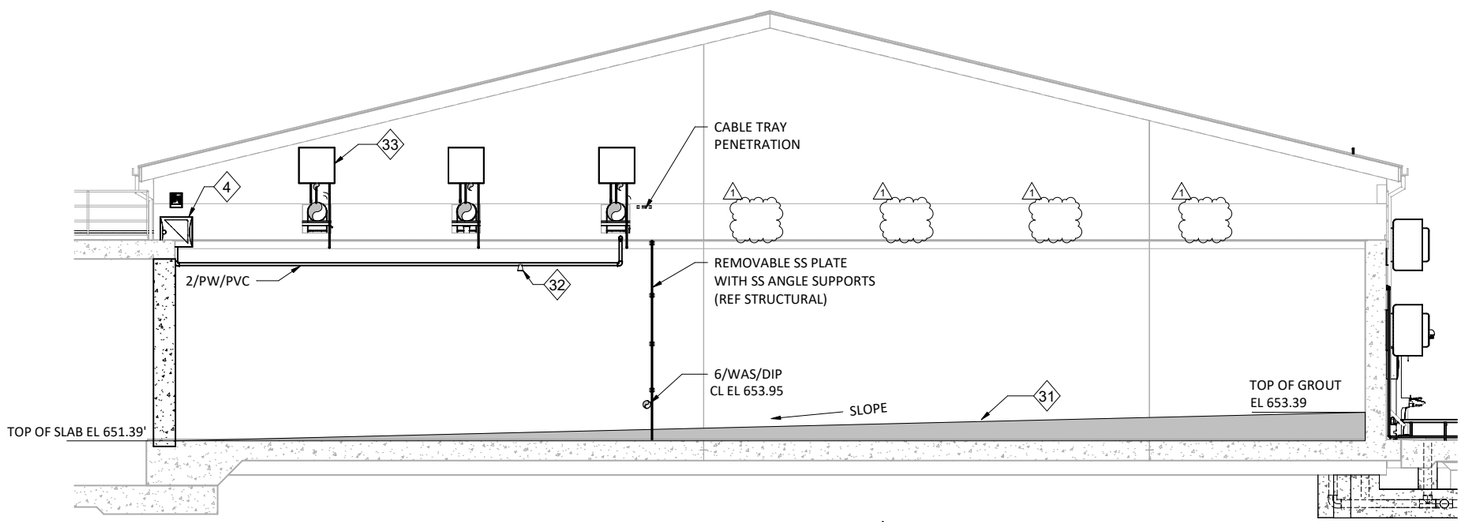
PRINTED: 8/9/2024 10:35:24 AM Autodesk Docs://1422-005-02_Sherman_WW/NW_MBR_SUPPORT_BUILDING_M.rvt



SECTION D (D, M-553)
SCALE: 3/8" = 1'-0"



SECTION C (C, M-553)
SCALE: 3/8" = 1'-0"



SECTION E (E, M-553)
SCALE: 3/16" = 1'-0"

NOTES:

1. OWNER FURNISHED FURNITURE IN THE OFFICE AND CONTROL ROOMS.
2. FIELD ROUTE CPVC PIPE FROM DRAIN VALVES (TYP 4) PER PUMP SKID TO FLOOR DRAIN. END CPVC 1-INCH ABOVE THE FLOOR DRAIN.
3. PAINT CHEMICAL PUMP SKID CONTAINMENT AREA WITH EPOXY COATINGS PER SECTION 09 91 00, "PAINTING AND PROTECTIVE COATINGS." ALL WALLS AND FLOORS INSIDE THE CURB AREA SHALL BE COATED.
4. CONTRACTOR SHALL PROVIDE PIPE SUPPORTS PER SPECIFICATIONS.
5. REFERENCE STRUCTURAL, PROVIDE NON-SHRINK GROUT SLOPED SOUTH TO NORTH TOWARDS RAS CHANNEL. PROVIDE REINFORCEMENT MESH OR BARS.
6.

NOTES BY SYMBOL:

▲ VENDOR SUPPLIED EQUIPMENT, PANEL, OR INSTRUMENTS.

(#) KEY NOTES:

1. SODIUM HYPOCHLORITE SKID
2. CITRIC ACID SKID
3. SAFETY SHOWER/EYEWASH STATION (REF PLUMBING)
4. WALL MOUNTED HOSE STATION 304
5. FLUSH MOUNTED PIPE SUPPORT 348
6. WALL BRACKET PIPE SUPPORT MP222
7. 6" CONTAINMENT CURB (SEE NOTE 3) 506
8. TRENCH DRAIN WITH ALUMINUM GRATING (REF STRUCTURAL)
9. OVERHEAD COILING DOOR
10. 6" MJ DI 90° DIP BEND
11. CONCRETE ENCASE ALL UNDERSLAB PIPE UP TO 5'0" FROM STRUCTURE
12. FLOOR DRAIN WITH TRAP (TYP 2) HP220
13. 1" CPVC 90° BEND
14. 6" PLUG VALVE (TYP 4)
15. 6" CHECK VALVE (TYP 2)
16. 6" FCA
17. BASE ELBOW PIPE SUPPORT (TYP 2) MP080
18. 6" DI 90° BEND (TYP)
19. 6" DI TEE
20. ~~6" FLOW MAG METER~~
21. WALL PIPE SUPPORT 353
22. 14" FCA
23. 14" X 16" 316 SS REDUCER
24. 16" MOTORIZED BUTTERFLY VALVE
25. 16" FCA
26. 16" 316 SS 90° BEND
27. 6" FLG X PE WALL FITTING DIP (REF STRUCTURAL) 320
28. ADJUSTABLE STANCHION SUPPORT 352
29. 2' X 2' WALL BLOCK OUT (TYP) (REF STRUCTURAL)
30. 2" 90° CPVC BEND (TYP)
31. NON-SHRINK GROUT (SEE NOTE 5)
32. SPRAY NOZZLE (TYP)
33. 30"X30"X18" ALUMINUM HOT BOX (TYP)
34. 6" DIP FLOOR FITTING 327

(#) EQUIPMENT TAGS:

1. 600-WSP-111
2. 600-WSP-121
3. 600-CV-141
4. 600-CV-151
5. 600-PV-141
6. 600-PV-142
7. 600-PV-151
8. 600-PV-152
9. 600-PI-141
10. 600-PI-151
11. 600-FIT-111

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NO.	DATE	REVISION	BY
1	08/09/24	WCD 022	DW
0	03/20/24	IFC SET	DW

Sherman
CLASSIC TOWN, BROAD HORIZON

CITY OF SHERMAN
SOUTH WASTEWATER TREATMENT PLANT - MBR

MECHANICAL

MBR SUPPORT BLDG - PUMP GALLERY SECTION II

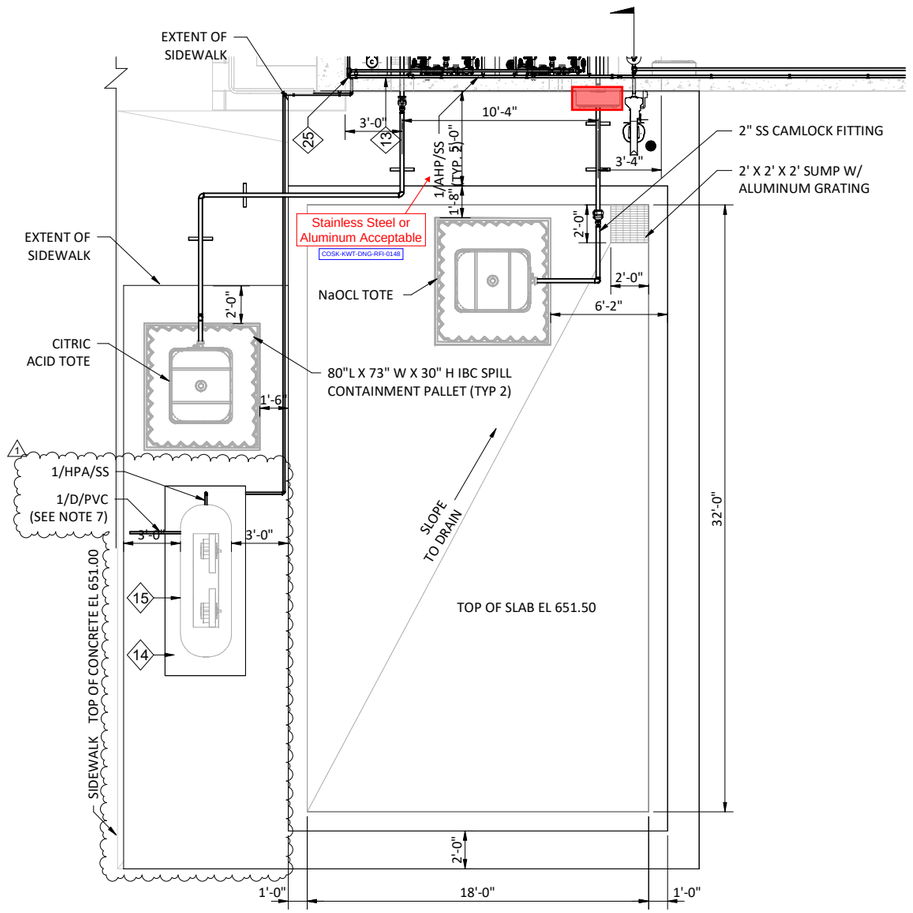
STATE OF TEXAS
PAULA A. MONACO
132844
LICENSED PROFESSIONAL ENGINEER
8-9-2024

IF THIS BAR DOES NOT MEASURE ONE INCH, DRAWING IS NOT TO LABELED SCALE

DESIGNED	J. B. MURRAY
DRAWN	W. DAGM
CHECKED	P. MONACO
REVIEWED	P. O'BRIEN
Seq.	of
Dwg. No.	M-553
	1422-005-02

PRINTED: 8/9/2024 10:35:29 AM Autodesk Docs://1422-005-02_Sherman_WW/NW_MBR_SUPPORT_BUILDING_M.rvt

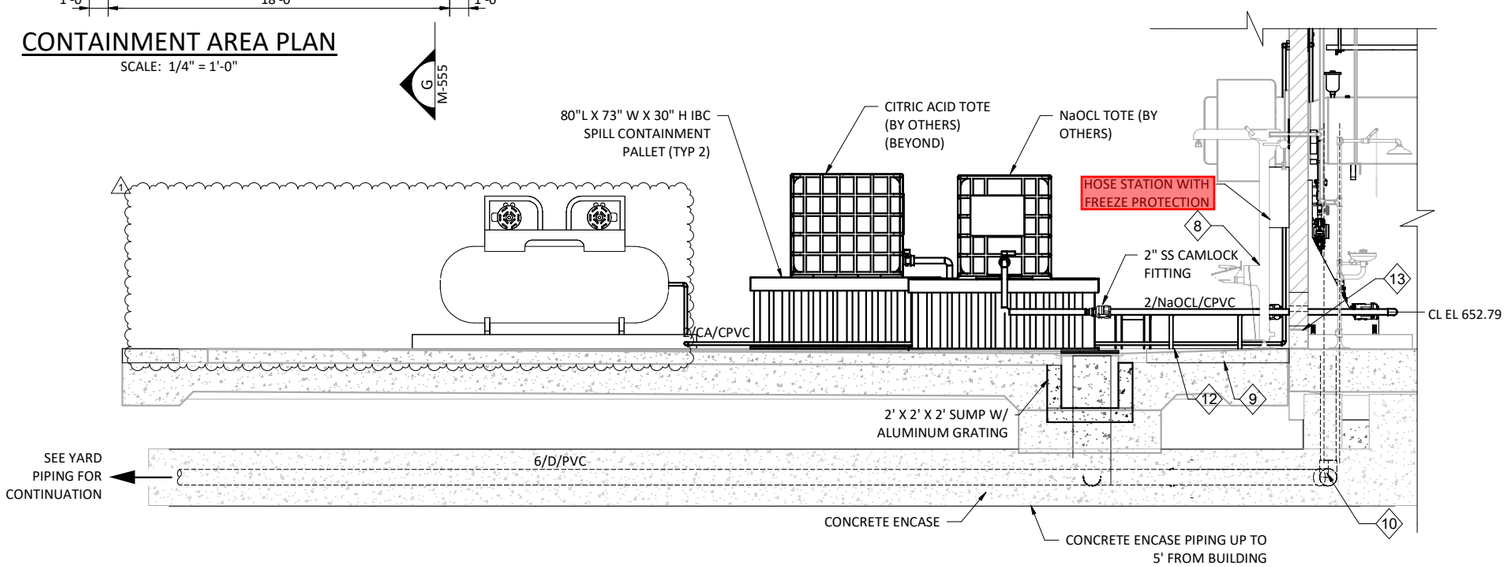
ISSUED FOR CONSTRUCTION



CONTAINMENT AREA PLAN

SCALE: 1/4" = 1'-0"

G M-555



CONTAINMENT AREA SECTON

SCALE: 3/8" = 1'-0"

G M-555

Applicable References:
GC-PLA-KWT-0116.00
WCD-006
COSK-KWT-DNG-RFI-0148
KIEWIT-RLR-000064
COSK-KWT-DNG-RFI-0170
KIEWIT-RLR-000024
GC-PLA-KWT-0167.00
WCD-022

NOTES:

1. REFER TO M-550, M-551, M-552, M-553 AND M-554 FOR ADDITIONAL NOTES.
2. PROVIDE BLOCK OUT FOR PIPE PENETRATION. COORDINATE WITH CHEMICAL PUMP SKID. SEAL AND PROVIDE A PLATE COVER OVER THE OPENING.
3. FIELD ROUTE COMPRESSOR DRAIN AND DRYER DRAIN WITH PVC ALONG THE SLAB EDGE SOUTH TO THE EDGE OF THE SIDEWALK.
4. COMPRESSORS AND DRYER FOR THE HIGH PRESSURE AIR SYSTEM WILL BE INSTALLED OUTSIDE. PROVIDE EQUIPMENT THAT CAN WITHSTAND FREEZING TEMPERATURE OR PROVIDE FREEZE PROTECTION ENCLOSURES FOR BOTH COMPRESSORS AND DRYER. CONTRACTOR SHALL COORDINATE WITH VENDOR PROVIDED EQIUPMENT.
5. CONTRACTOR SHALL FIELD ROUTE HPA PIPING INTO THE SUPPORT BUILDINGS PUMP ROOM. A 1-INCH PIPE WILL BE ROUTED FROM INSIDE THE BUILDING THROUGH A FE PIPE OPENING ON THE WEST WALL TO THE LPA OVERHEAD PIPE AT THE MEMBRANE BASIN TO THE BRB FOR INSTRUMENT CLEANING. REFER TO SECTION 40 12 00, "COMPRESSED AIR PROCESS PIPING."
6. PROVIDE 6" X 6" OPENING IN CMU WALL FOR PIPE PENETRATION (REF STRUCTURAL). SEAL WALL PENETRATIONS AND PROVIDE SS ESCUTENEONS FOR COVERING OPENING.
7. COMPRESSOR DRAIN SHALL BE ROUTED OFF THE CONCRETE SIDEWALK.
8. CONTRACTOR SHALL COORDINATE LOCATION OF DRAIN AND OUTLET AND FIELD ADJUST PIPING AS REQUIRED.

NOTES BY SYMBOL:

▲ VENDOR SUPPLIED EQUIPMENT, PANEL, OR INSTRUMENTS.

KEY NOTES:

1. CITRIC ACID SKID ▲
2. SODIUM HYPOCHLORITE SKID ▲
3. EMERGENCY SHOWER/EYE WASH (TYP 2)
4. 6" FLOOR DRAIN (TYP 2)
5. COMPRESSOR W/ENCLOSURE (SEE NOTE 3 AND 4) ▲
6. DRYER (SEE NOTE 3 AND 4) ▲
7. 6" FLG x FLG DIP 90-DEG BEND
8. SAFETY SHOWER/EYEWASH STATION (REF PLUMBING)
9. FLOOR DRAIN (380)
10. 6" MJ X MJ 90-DEG DIP BEND
11. 2' x 2' SUMP
12. ADJUSTABLE PIPE SUPPORTS (TYP) (352)
13. PIPE PENETRATION (SEE NOTE 6)
14. 6" THICK EQUIPMENT PAD (S302)
15. DUAL COMPRESSORS WITH INTEGRAL RECEIVER TANK (SEE NOTE 8)▲

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Sherman
CLASSIC TOWN, BROAD HORIZON

CITY OF SHERMAN
SOUTH WASTEWATER TREATMENT PLANT - MBR

MECHANICAL

MBR SUPPORT BLDG - CONTAINMENT PLAN & SECTON

STATE OF TEXAS
PAULA A. MONACO
132844
LICENSED PROFESSIONAL ENGINEER
8-9-2024

IF THIS BAR DOES NOT MEASURE ONE INCH, DRAWING IS NOT TO LABELED SCALE

DESIGNED	J. B. MURRAY
DRAWN	W. DAGM
CHECKED	P. MONACO
REVIEWED	P. O'BRIEN
Seq.	of
Dwg. No.	M-555
	1422-005-02

PRINTED: 8/9/2024 10:35:32 AM Autodesk Docs://1422-005-02_Sherman_WW/NW_MBR_SUPPORT_BUILDING_M.rvt

Outlook

Re: [External]RE: MBR Support Building - Electrical/Mechanical Coordination & Changes

From Brent.Harwood <Brent.Harwood@kiewit.com>
Date Mon 6/2/2025 11:07 AM
To Brent.Harwood <Brent.Harwood@kiewit.com>

From: Geile, Quentin <qgeile@plummer.com>
Sent: Wednesday, May 28, 2025 5:23 PM
To: Charles.Wampler <Charles.Wampler@kiewit.com>; Michael.Walczyk <Michael.Walczyk@Kiewit.com>; Thomas.Young-PTR <tyoung@plummer.com>; Green, Christian <cgreen@plummer.com>; Bradley, Greg <gbradley9151@plummer.com>; Brian.Beach-PTR <bbeach@plummer.com>; Ron Mick <ron.mick@plussixengineering.com>; Moseley, Patrick <pmoseley@plummer.com>
Cc: Adam.Murphy3 <Adam.Murphy3@kiewit.com>; John.Lavelle <John.Lavelle@Kiewit.com>; Steven.Davis1 <Steven.Davis1@kiewit.com>; Bobby.Martin1 <Bobby.Martin1@kiewit.com>
Subject: [External]RE: MBR Support Building - Electrical/Mechanical Coordination & Changes

Michael,

See below for responses in red. Let know if you have any questions or follow up.

Thanks,

Quentin Geile, P.E.*
Project Engineer
Plummer

P: 214.631.6100
D: 972.996.5720
C: 720.633.5705
www.plummer.com

***PE Licenses: TX, CO**

From: Charles.Wampler <Charles.Wampler@kiewit.com>
Sent: Friday, May 23, 2025 6:47 AM
To: Michael.Walczyk <Michael.Walczyk@Kiewit.com>; Young, Thomas <tyoung@plummer.com>; Green, Christian <cgreen@plummer.com>; Geile, Quentin <qgeile@plummer.com>; Bradley, Greg <gbradley9151@plummer.com>; Beach, Brian <bbeach@plummer.com>; Ron Mick <ron.mick@plussixengineering.com>; Moseley, Patrick <pmoseley@plummer.com>
Cc: Adam.Murphy3 <Adam.Murphy3@kiewit.com>; John.Lavelle <John.Lavelle@Kiewit.com>; Steven.Davis1

<Steven.Davis1@kiewit.com>; Bobby.Martin1 <Bobby.Martin1@kiewit.com>
Subject: RE: MBR Support Building - Electrical/Mechanical Coordination & Changes

CAUTION: This email originated from outside of Plummer. DO NOT CLICK links or attachments unless you recognize the sender and know the content is safe.

Adding a few more to the email.

From: Michael.Walczyk <Michael.Walczyk@Kiewit.com>
Sent: Thursday, May 22, 2025 6:12 PM
To: Thomas.Young-PTR <tyoung@plummer.com>; Christian <cgreen@plummer.com>; Geile, Quentin <qgeile@plummer.com>
Cc: Adam.Murphy3 <Adam.Murphy3@kiewit.com>; John.Lavelle <John.Lavelle@Kiewit.com>; Charles.Wampler <Charles.Wampler@kiewit.com>; Steven.Davis1 <Steven.Davis1@kiewit.com>; Bobby.Martin1 <Bobby.Martin1@kiewit.com>
Subject: MBR Support Building - Electrical/Mechanical Coordination & Changes
Importance: High

Chris/Quentin/Thomas,

See the summary of discussion items from today's meeting on site in the MBR Support Building with the City of Sherman, Plummer and Kiewit.

Please confirm the items below and provide direction and clarity on how we are to proceed on each item. If you have any questions, please let me know.

1. **RIO Panel vs. Turbidity Panel Locations**
    a. After the walk today, please see the proposed layout of the Rio and Turbidty Panels at the MBR Support Building. Please confirm this revised layout is acceptable.
        i. Please update the electrical drawings to reflect this change of location for the RIO Panels
        ii. Please relocate the Electrical power for the analyzer and sampler pump on the North Interior wall to a new location that does not conflict with the RIO Panel.

    As discussed in today's process mechanical call, we were going to tape out the layout before finalizing it. I've included a few thoughts in orange on the attached. Final decision to come from field discussions.
2. **Citric Acid / Sodium Hypochlorite Drain Lines**
    a. The original response to RFI #376 stated the following:
        i. "The drain lines shall be routed as shown on the mechanical drawings. These drain lines are intended to only be used in an emergency situation. If used, the isolation valves for each chemical line would be opened one at a time to drain into the trench drain. The trench drain will then be washed down using a hose station inside the MBR Support Building to avoid mixing of chemicals.
    b. The combination of the Sodium hypochlorite and Citric Acid drains in the trench drain would create dangerous chlorine gas. In order to prevent the potential of human error in the event of an emergency that would require plant personnel to use the chemical drain lines and expose them to chlorine gas; it was proposed to pipe the citric acid solely to the trench drain and add a new drain line that would run the entire length of the west

pump gallery wall all the way back to the sodium hypochlorite skid floor drain. The new drain line would need to be sloped at least 1/8" per foot.

Please proceed with the common drain installation back to the sodium hypochlorite chemical skid containment area. I've included a sketch showing possible routing; however, this may be field-routed as needed. The 1/8" per foot slope is sufficient.

3. **Camlock Fittings on Citric Acid and Sodium Hypochlorite Suction Lines**
    a. Please indicate the purpose that the camlock fittings shown on the two chemical lines? The fittings cannot be installed as shown. If the intent is that these connections are to tee off of the primary suction line for a chemical truck hook up, then a tee and additional valve would be required on each suction line. Please confirm what the design intent is at this location.

These camlock fittings can be removed. We included these to allow for some installation flexibility for you all.

4. **Instrumentation Tap Locations**
    a. Instrumentation taps will be installed per the Veolia P&ID's. Crews are in the process of installing these instrumentation taps. If additional taps are required for instrumentation please contact us immediately.
    Additional taps are not required.
    b. Veolia requires instrument 20-PIT-301-(1) (2) (3) to be installed at the high point on each 16" Permeate header. If installed inside the building, they will be inaccessible for maintenance, therefore, after conversations with Veolia, they are to be installed on top of the MBR Basin inside of the existing hotbox. Please confirm this is acceptable.
    We can move these; however, heat trace and insulation will need to be included for the taps up to the PITs. We would also need to route the power and heat trace conduit over here. This would be done at no additional cost. If access is a concern, we can also install this closer to the pump and adjust the 0 on the instruments.

5. **Permeate Drain Lines**
    a. Per our conversation, please confirm the permeate low point drain lines are to be installed up to the valve and that they are not to be piped to the trench drain as it will create an tripping hazard along the floor around the pumps.

This is confirmed.

6. **Temporary Start-up Recirculating Connection**
    a. The Veolia P&IDs (Note 6 on DS-107) show a Temporary start-up connection on the 24" Permeate Header. This connection is not shown on the Construction Documents. The function of this connection is for Veolia to cycle water from before the backpulse tank back to the bioreactor for commissioning. From email correspondence with Veolia, they stated they require a connection that can support a minimum of 3300 GPM which is at least a 4" Connection with a valve and blind flange. Please confirm whether we are to install this 4" Connection, valve and blind flange. If a larger connection is required please provide additional information. A 4" Valve has a 6-8 week lead time.

We will have a phone call with Veolia Friday morning to discuss this. Before this meeting, I will check with valve manufacturers to see what valves and sizes are readily available. We discussed that the valves are a nice to have for the future phases; however, only the blind flange is required.

7. **Co-Mingle Turbidity Panel Drain Lines**
    a. Veolia shows three individual drain connections (¼", ¼" and ½") running from the turbidity panels and degassing columns to the trench drain. From our conversation today, it is acceptable to co-mingle all these individuals

drains into a single line along the floor to mitigate potential tripping hazards. Please confirm this solution is acceptable and that a 1" comingled pipe drain is acceptable to collocate all these lines.

This is confirmed, we can comingle.

8. **Co-Mingle AHP Low Point Drain Lines**
    a. Due to the routing shown on the drawings and Veolia P&IDs for the Air High Pressure system, there are multiple locations where low point drains are required. Per our conversation today, it is acceptable to comingle these drain lines wherever necessary to mitigate potential tripping hazards along the floor. Please confirm a 1" Drain line is acceptable for these locations.
        i. These low point drains will receive timed solenoid valves provided by Veolia, however, there is no electrical power or controls shown to support these valves. Please update the electrical drawings to show where these solenoid valves are to be powered from.

Comingling the drain lines are acceptable. As discussed, there were five drain locations: 1) outside downstream of the compressor, 2) inside upstream of the dryer, 3) inside upstream of the sodium hypochlorite skid, 4) inside upstream of the citric acid skid, 5) on the west wall for the BRB and permeate ejector lines. For items 1 and 2, we will work on providing electrical routing. For items 3-5, we would like to avoid electrical power and propose to install an alternative drain that does not require power (PARKER Automatic Float Drain: M12.FD.0001). This way we can minimize the amount of power added.

9. **Hose Racks and Potable Water Supply in Pump Gallery**
    a. The plumbing drawings do not show any hose racks or piping to the hose racks in the MBR Support Pump Gallery (P-550). Hose racks are referenced on Sheet M-551 – Key Note 5 & M-555 but no supply routing is shown.
        i. South Interior Wall
            1. On the interior South Wall, there is no room to install the hose rack where it is currently shown as the chemical skid containment area is larger than shown on the drawings due to the equipment provided by Veolia being larger. Please provide an updated location of where this hose rack is to be installed and how the piping is to be routed to this location and the size of piping.

See attached sketch showing the approximate location for the new location and approximate routing. This location can be adjusted south as needed. Please provide 100ft of hose for this location and field route the piping accordingly.

        ii. South Exterior Wall
            1. The location of the Hose Rack on the Chemical Containment pad is currently in conflict with the following items: Eyewash station, conduit riser, chemical piping feeds and drain lines. Please provide a new location for this hose rack as well as the routing, piping size and material for this hose rack.

This hose rack can be deleted.

iii. Interior North Wall

1. These is an outline of what looks to be a hose rack on the interior wall of the Pump Gallery; just west of the overhead door. This hose rack is in conflict with the location of the Veolia RIO panel that was coordinated on May 22nd, 2025. Please confirm whether this hose rack is required. If it is required, please provide the pipe routing, pipe size, hose rack location and water source for this hose rack. Please note that there is a 4" NPW connection at the NE corner of the Area 600 RAS Pump station that could support this hose rack if required.
2. If fed from the RAS Water Supply, please indicate what electrical circuit is to power the additional heat trace and insulation required at this location.

This hose rack can be deleted.

Regards,
Michael

BROAD HORIZONS | WWTP CMAR

Michael Walczyk, AC
Mechanical Superintendent

City of Sherman CMAR
302 Cliff Hestand,
Sherman, TX 75090
Cell: 1-402-676-8831
Email: Michael.Walczyk@kiewit.com

Plummer
1320 S University Drive #300
Fort Worth, Texas 76107
P: 8188061700

Project: 1442-005-02 South Wastewater Treatment Plant
302 Cliff Hestand Road
Sherman, Texas

Submittal #09 30 13-2.0 - Ceramic Tile Floor Sealer, Reducer Strip - Resilient Flooring & Accessories, Shop Drawings
09 30 13 - Ceramic Tiling

Revision	0	**Submittal Manager**	Brian Beach (Plummer)
Status	Open	**Date Created**	Apr 30, 2025
		Spec Section	09 30 13 - Ceramic Tiling
Responsible Contractor	Keiwit Construction	**Received From**	
		Submit By	Apr 28, 2025
Final Due Date	May 12, 2025	**Lead Time**	
		Cost Code	
Location	Membrane Support Building	**Type**	
Submittal Package			
Kiewit Submittal Number			
Disclaimer			
Approvers	Brian Beach (Plummer), Janessa Antunovich (Carollo), Carol Cavaness (Carollo), Quentin Geile (Plummer), Brian Beach (Plummer)		
Ball in Court	Brian Beach (Plummer)		
Distribution	Alyssa OBrien (Plummer), Greg Bradley (Plummer), Quentin Geile (Plummer)		
Description	See attached submittal		
Variance Request	none	**Contractor Submittal Quality Control Reviewer**	yes

Submittal Workflow

Name	Sent Date	Due Date	Returned Date	Response	Attachments
General Information Attachments					COSK-BFS-SUB-VEN-0003.00.VDR.00.01.pdf
Brian Beach	Apr 30, 2025	May 1, 2025	Apr 30, 2025	Forward for Engineer review	
Janessa Antunovich	Apr 30, 2025	May 9, 2025	May 28, 2025	Approved as Noted	
Comment	1. Transitions between floor types and heights must be ADA compliant. 2. Increase the height of the restroom tile 2 feet (per call with contractor on 1/31/2025) to have even transition from tile to gypsum board when restroom specialties are installed.				
Carol Cavaness	Apr 30, 2025	May 9, 2025		Pending	
Quentin Geile	Apr 30, 2025	May 9, 2025		Pending	

Approved as Noted - 06/02/2025

Name	Sent Date	Due Date	Returned Date	Response	Attachments
Brian Beach	May 28, 2025	May 12, 2025	May 28, 2025	Approved as Noted	

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PLUMMER – ENGINEERING

Submittal Identification Form

Submittal

Project Name:	South Wastewater Treatment Plant – MBR		
Contract No.:	1513-U	**Project Tracker No.**	1422-005-02
Submittal Name:	Ceramic Tile Floor Sealer, Reducer Strip_ Resilient Flooring & Accessories, Shop Drawings	**Plummer CPM:**	Sherri van der Wege
Contractor:	Kiewit Water Facilities South	**Contractor PM:**	Kory Kyllo
Submittal Key Contact:	Eric Carlson	**Key Contact Phone:**	430-666-1422
Subcontractor/Vendor:	Business Flooring Specialists		
Specification Section:	09 30 13, 09 65 13, 09 65 19		
Secondary Discipline:	☒ Architectural ☐ Civil ☐ Electrical ☐ HVAC ☐ Instrumentation & Controls ☐ Proc/Mech ☐ Plumbing ☐ Structural		
Submittal No.:	*COSK-BFS-SUB-VEN-0003* ☒ New Submittal ☐ Resubmittal ☐ Additional Information		
Submittal Contents:	☒ Shop Drawing ☐ Administrative ☐ As-Builts ☐ Sample ☒ *Product Data* ☐ *Additional Information* ☐ *O&M*		

Item No.	DESCRIPTION OF ITEM SUBMITTED (specification section and/or type, size, model number, etc.)	No. Copies/ (Electronic/ Hardcopy)	CONTRACT REFERENCE DOCUMENT	
			Spec ¶ No. and Paragraph	Drawing Sheet No.
1	Aqua Mix Penetrating Sealer for Ceramic Tile Floor_ Product Data		09 30 13 / 2.3G	N/A
2	Schluter Systems Reducer Strip VINPRO_ (Resilient Floor Accessories) Product Data		09 65 13 / 1.2A & 2.1B	N/A
3	Shop Drawing Page A-551 Page 2		09 30 13, 09 65 13 & 09 65 19	2
4	Shop Drawing Page A-555 Page 3		09 30 13	3
5				
6				
7				
8				
9				
10				

☒ Contractor hereby certifies that (i) Contractor has complied with the requirements of Contract Documents in preparation, review and submission of designated submittal and (ii) the submittal is completed and in accordance with the Contract Documents and requirements of laws and regulations and governing agencies.
Contractor (Authorized by): *Eric Carlson*

Deviations or Associated Submittals:

Submittal Package Response Status (APP, AAN, RAR, NAPP, INF):

Submittal Response Comments:

Approved as noted

Approved as Noted - 06/02/2025

COSK-BFS-SUB-VEN-0003 - South WWTP - MBR - Rev 00 - Received: 04/29/2025

Aqua Mix® Penetrating Sealer

1. **Product Name**
   Aqua Mix® Penetrating Sealer

2. **Manufacturer**
   Custom Building Products
   Technical Services
   10400 Pioneer Boulevard, Unit 3
   Santa Fe Springs, CA 90670
   Customer Support: 800-272-8786
   Technical Services: 800-282-8786
   Fax: 800- 200-7765
   Email: contactus@cbpmail.net
   custombuildingproducts.com

3. **Product Description**

   An economical, no-sheen, natural look, water-based, penetrating sealer designed to resist stains. May also be used as a pre-grouting sealer. Allows moisture vapor transmission. Can be used as a grout sealer.

   Key Features

   - Excellent stain protection
   - No sheen, natural look
   - Safe, water-based formula

   Limitations to the Product

   - Do not allow product to come in contact with any non-recommended surface
   - If product is allowed to dry on surface, a white film may form. If this occurs, scrub surface with Aqua Mix® NanoScrub® and a white nylon pad
   - Sealer will not prevent surface wear or etching from acids or caustic chemicals
   - Note: Aqua Mix® Ultra-Solv® or Sealer's Choice® Gold are recommended in place of Penetrating Sealer in food preparation areas or where maximum stain protection is required

   Technical Chart

Property	Test Method	Typical Results
Stain Resistance	CTI-072	Very Good
pH		11
Darken Stone		No
Cure Time		24 hours
Expected Wear		Up to 5 years

   Environmental Consideration
   Complies with all Federal EPA and SCAQMD standards for VOC

4. **Instructions**
   General Surface Prep
   Surface should be dry, clean and free of waxes, sealers or finishes. New installations need to dry 48 hours before application. Protect surrounding surfaces. Test product in an inconspicuous area to ensure desirable results.

   Application of Product
   USE CHEMICAL-RESISTANT GLOVES, such as nitrile, when handling product.

   Read entire label before using. Apply using either a paint pad applicator, sponge or brush. Allow it to penetrate for up to 5 minutes. Wipe surface completely dry using clean, dry cotton, paper or microfiber towels after each application. Porous surfaces may require additional applications. Conduct a test to see if surface is completely sealed after 2 hours by applying drops of water on the surface. If it penetrates, apply an additional coat.

   Cleaning of Equipment
   Clean tools with soap and water immediately after use.MAY BE HARMFUL IF SWALLOWED. MAY IRRITATE EYES AND SKIN. Wear skin and eye protection. Do not breathe vapor or spray. Contains potassium methyl siliconate. If in eyes, flush with water for at least 15 minutes. If on skin, wash with soap and water. If respiratory tract is irritated, remove to fresh air. If irritation persists, seek medical attention. If swallowed, DO NOT induce vomiting. Seek medical attention.

   Health Precautions
   MAY BE HARMFUL IF SWALLOWED. MAY IRRITATE EYES AND SKIN. Wear skin and eye protection. Do not breathe vapor or spray. Contains potassium methyl siliconate. If in eyes, flush with water for at least 15 minutes. If on skin, wash with soap and water. If respiratory tract is irritated, remove to fresh air. If irritation persists, seek medical attention. If swallowed, DO NOT induce vomiting. Seek medical attention.

5. **Size & Availability**

Location	Item Code	Size	Package
USA	020372-4	1 qt (946 ml)	Bottle
USA	020373	1 gallon (3.78 L)	Bottle
USA	020374	5 gallon (19 L)	Pail
USA	020375*	55 gallon (210 L)	Drum
Canada	C020372-4	1 qt (946 ml)	Bottle
Canada	C020373	1 gallon (3.78 L)	Bottle
Canada	C020374	5 gallon (19 L)	Pail

   * Indicates a special order item

6. **Product Warranty**
   Custom® Building Products warrants to the original purchaser that

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Aqua Mix® Penetrating Sealer

its product shall be free from defects in material and workmanship under normal and proper usage for a period of one year following the date of original purchase. Custom's® sole liability under this warranty shall be limited to the replacement of the product. Some states, countries or territories do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. This warranty will not extend to any product which has been modified in any way or which has not been used in accordance with Custom's® printed instructions. Custom® makes no other warranties either expressed or implied. This warranty gives you specific legal rights, and you may have other rights that vary from state to state or from one country or territory to another. For details and complete warranty information, visit /reference-library/warranties.aspx

7. **Product Maintenance**
   Aqua Mix® Concentrated Stone & Tile Cleaner or AquaKleen® or AquaShield® Cleaner & Resealer is recommended for routine spray and wipe cleaning.

8. **Technical Services Information**
   For technical assistance contact Custom® Building Products.

9. **Filing System**
   Additional product information is available from the manufacturer upon request.

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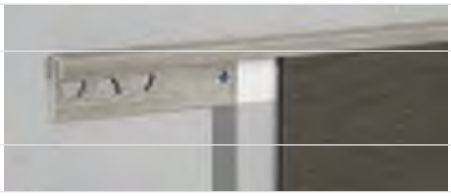
Schluter® Systems

PROFILE OF INNOVATION

RESILIENT SURFACE COVERING PROFILES

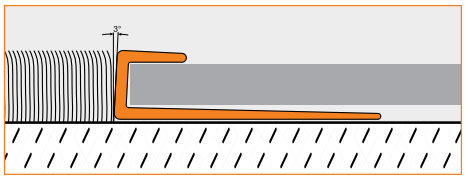


PROFILES FOR RESILIENT FLOOR, WALL, AND STAIR COVERINGS

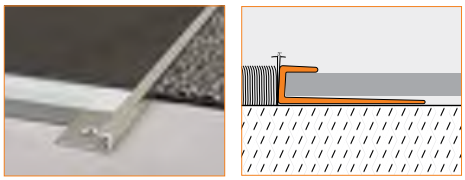
Luxury vinyl and other resilient flooring materials have improved and evolved into a new generation of floor coverings. Mimicking the natural looks of wood and stone using high-fidelity printing, the products are becoming increasingly popular. Schluter®-Systems offers a variety of finishing, transition, and edge-protection profiles for resilient floor and wall coverings to increase design flexibility and provide long-lasting finishes.

Application and Function

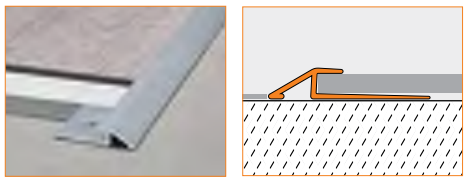
Same-height transitions



Schluter®-VINPRO-S is designed to provide edging for resilient floor coverings (e.g. LVT). Typical applications include edge protection where the resilient covering is bordered by carpet, floor coverings of similar heights, or as a finishing edge to wall skirting applications. The profile is available in anodized aluminum. VINPRO-S features a tapered anchoring leg, with unique holes spaced evenly along the length of the profile for use with fasteners. The anchoring leg can also be bonded to the substrate using adhesive such as Schluter-KERDI-FIX. The profile features a 1/4" *(6 mm)* or 7/16" *(11 mm)* wide sloped top flange to hide the cut edge of the resilient floor covering, providing a finished look.



Schluter®-VINPRO-S



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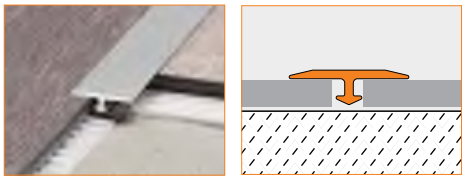
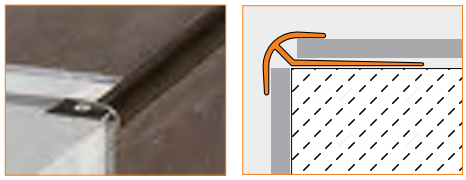
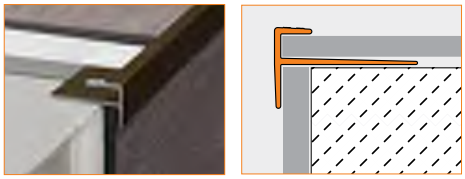


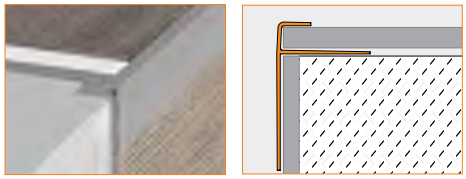
Schluter®-VINPRO-T



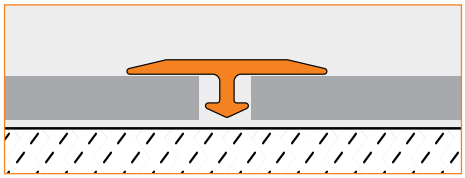
Schluter®-VINPRO-RO



Schluter®-VINPRO-STEP

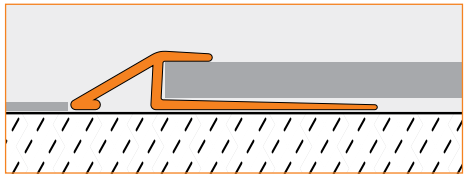


Schluter®-VINPRO-STEP-R



Schluter®-VINPRO-T is designed to provide transitions between existing same-height, resilient floor coverings, in new and retrofit applications. The profile is available in anodized aluminum. VINPRO-T is installed within the joint cavity and overlaps adjoining surface materials, thus preventing edges from becoming damaged when subjected to mechanical stress.

Different-height transitions



Schluter®-VINPRO-U is designed to provide a smooth transition between resilient floor coverings (e.g. LVT) and floor coverings at lower elevations or finished concrete. The profile is available in anodized aluminum. VINPRO-U features a tapered anchoring leg, with unique holes spaced evenly along the length of the profile for use with fasteners. The anchoring leg can also be bonded to the substrate using adhesive such as Schluter-KERDI-FIX. The profile features a 1/4" *(6 mm)* or 7/16" *(11 mm)* wide sloped top flange to hide the cut edge of the resilient floor covering, providing a finished look.

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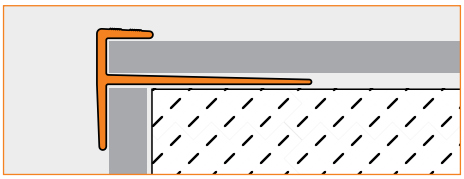
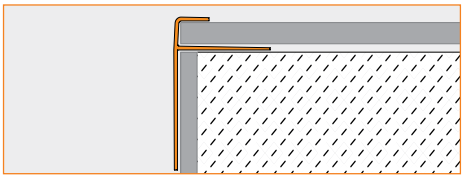
In installations where the leading edge abuts a lower surface covering, all sizes of VINPRO-U are compliant with the Americans with Disabilities Act (ADA). In installations where the leading edge rests on top of the lower floor covering (e.g., finished concrete), the 7/16" (11 mm) and 1/2" (12.5 mm) sizes are not ADA-compliant.

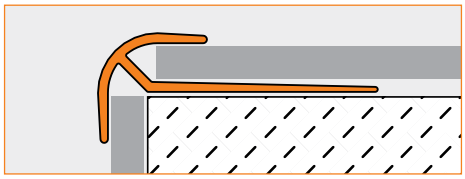
Stair-nosing



Schluter®-VINPRO-STEP is a finishing and edging profile for resilient floor covering (e.g. LVT) installations on stairs. The profile is available in anodized aluminum. VINPRO-STEP features a tapered anchoring leg, with unique holes spaced evenly along the length of the profile for use with fasteners. The anchoring leg can also be bonded to the substrate using adhesive such as Schluter-KERDI-FIX. The profile features a 1/4" *(6 mm)* or 7/16" *(11 mm)* wide sloped top flange to hide the cut edge of the resilient floor covering, providing a finished look. Two versions are available: 1/8"-3/16" *(3-5 mm)* version featuring a top flange that is grooved to add slip resistance to the horizontal surface, and the 7/32" *(5.5 mm)* and larger versions that feature a smooth horizontal surface finish. The vertical leg covers the edge of the subassembly and top of the riser.



Schluter®-VINPRO-STEP-R is a finishing and edging profile for resilient covering (e.g., LVT) installations on stairs. The top of the profile features a capping flange with a rounded leading edge, while the elongated vertical section provides increased visibility. VINPRO-STEP-R features a tapered anchoring leg, with unique holes spaced evenly along the length of the profile for use with fasteners. The anchoring leg can also be bonded to the substrate using adhesive such as Schluter-KERDI-FIX. The profile features a 7/16" *(11 mm)* wide sloped top flange to hide the cut edge of the resilient floor covering, providing a finished look.



Schluter®-VINPRO-RO is a finishing and edging profile for resilient covering (e.g. LVT) installations on stairs and outside wall corners. The profile is available in anodized aluminum. VINPRO-RO features a tapered anchoring leg, with unique holes spaced evenly along the length of the profile for use with fasteners. The anchoring leg can also be bonded to the substrate using adhesive such as Schluter-KERDI-FIX. The top of the profile features a symmetrically rounded edge with 1/4" *(6 mm)* radius. The profile extends in both directions to hide the exposed edge of the resilient surface and the subassembly.

Material Properties and Areas of Application

Schluter profiles are resistant to most chemicals encountered in resilient flooring surface environments. In special cases, the suitability of a proposed type of material must be verified based on the anticipated chemical, mechanical, and/or other stresses. Exception and special considerations are listed below.

Aluminum profiles must be tested to verify their suitability if chemical stresses are anticipated. Aluminum is sensitive to alkaline substances and exposure to the alkali (depending on the concentration and duration of exposure) may result in corrosion (aluminum hydroxide formation). Therefore, it is important to remove adhesive, grout, or cementitious residue from visible surfaces promptly.

Anodized Aluminum profiles feature an anodized layer that retains a uniform appearance during normal use, but is not color-stable in exterior applications. The surface is susceptible to scratching and wear and may be damaged by grout or setting material. Therefore, these materials must be removed immediately. Otherwise, the description regarding aluminum applies.

Cutting Profiles

Observe all safety instructions and standards as directed by the cutting tool manufacturer, including protective eyewear, hearing protection, and gloves. Always measure carefully and dry fit the profiles to ensure proper fit and alignment prior to setting the resilient covering.

Aluminum profiles may be cut using any of the following options:

- Hacksaw with a bimetal blade and the highest teeth per inch (TPI) available
- Variable-Speed Angle Grinder set to the lowest speed using the Schluter-PROCUT-TSM cutting wheel
- Chop saw or Miter Saw with a non-ferrous blade

Regardless of the cutting tool used, remove any burrs from the cut end of the profile with a file or similar before installation.

Installation

VINPRO-S, VINPRO-U, VINPRO-STEP, VINPRO-STEP-R, and VINPRO-RO

1. Select the profile according to resilient covering thickness and format. It is recommended to choose a profile height up to a 0.5 mm greater than the covering thickness.
2. Place the profile in its desired position, and mark the edges of the profile onto the substrate.
3.
   a. Adhesive Installation
      Apply Schluter-KERDI-FIX or an equivalent adhesive to the backside of the anchoring leg, according to the manufacturer's installation instructions. Press the anchoring leg onto the substrate, and align to the desired position. Be sure to remove any excess adhesive promptly.
   b. Fastened Installation
      Align the profile in the desired position and fasten to the substrate through the holes in the anchoring leg. Recommended screw: #6 / M3.5 flat head screws, minimum length - 3/4" *(19 mm)*. Be sure to install the fasteners so that the screw head is flush with the anchoring leg surface, preventing it from transferring through to the finished surface.
      For concrete substrates: The use of anchors is recommended. First, place the profile in its desired position and mark the hole locations onto the substrate. Next, drill pilot holes at the marked locations and install the anchors according to the manufacturer's instructions. Be sure that the anchor size is suitable for the selected fastener prior to the installation.
4. A patching/leveling compound can be used to eliminate inconsistencies in the floor and anchoring leg if required. Please

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refer to the patching/leveling compound manufacturer's installation instructions.
5. Install resilient surface covering according to the manufacturer's installation instructions, with recommended edge spacing. Be sure to cut the adjacent surface covering accordingly to fit within the pocket of the profile.
6. When installing with adhesives or grouting materials, remove any residue from the visible surface of the profile quickly.

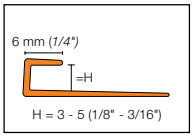
VINPRO-T

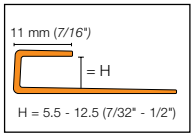
1. To ensure proper support of the lateral crosspiece, ensure the joint width is less than 1/2" or 1" *(12.5 mm or 25 mm).*
2. The joint cavity must be at least 1/8" *(3 mm)* deep and free of debris. Substances that inhibit adhesion must be removed from the sides of the joint.
3. Fill the joint with elastomeric sealant such as Schluter-KERDI-FIX or similar. Insert the vertical leg of VINPRO-T in the joint so that lateral crosspiece rests completely on the edges of the surface covering.
4. Remove any excess sealant with suitable cleaner.

Maintenance

Schluter resilient surface covering profiles require no special maintenance or care and are resistant to mold and fungi. Clean profiles using neutral cleaning agents. In the case of anodized aluminum, do not use abrasive or strong alkaline cleaning agents.

Product Item Numbers

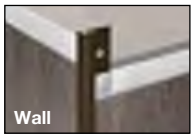


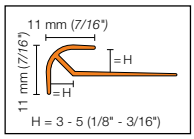


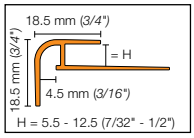
Schluter®-VINPRO-S

H = mm - *in.*	Item No. Brushed chrome anodized aluminum (ACGB)	Brushed nickel anodized aluminum (ATGB)	Brushed antique bronze anodized aluminum (ABGB)
3 - *1/8*	VPS 30 ACGB	VPS 30 ATGB	VPS 30 ABGB
4 - *5/32*	VPS 40 ACGB	VPS 40 ATGB	VPS 40 ABGB
5 - *3/16*	VPS 50 ACGB	VPS 50 ATGB	VPS 50 ABGB
5.5 - *7/32*	VPSL 55 ACGB	VPSL 55 ATGB	VPSL 55 ABGB
6 - *1/4*	VPSL 60 ACGB	VPSL 60 ATGB	VPSL 60 ABGB
6.5 - *17/64*	VPSL 65 ACGB	VPSL 65 ATGB	VPSL 65 ABGB
7 - *9/32*	VPSL 70 ACGB	VPSL 70 ATGB	VPSL 70 ABGB
7.5 - *19/64*	VPSL 75 ACGB	VPSL 75 ATGB	VPSL 75 ABGB
8 - *5/16*	VPSL 80 ACGB	VPSL 80 ATGB	VPSL 80 ABGB
8.5 - *21/64*	VPSL 85 ACGB	VPSL 85 ATGB	VPSL 85 ABGB
9 - *11/32*	VPSL 90 ACGB	VPSL 90 ATGB	VPSL 90 ABGB
10 - *3/8*	VPSL 100 ACGB	VPSL 100 ATGB	VPSL 100 ABGB
11 - *7/16*	VPSL 110 ACGB	VPSL 110 ATGB	VPSL 110 ABGB
12.5 - *1/2*	VPSL 125 ACGB	VPSL 125 ATGB	VPSL 125 ABGB

Length supplied: 8' 2-1/2" — *2.5 m*







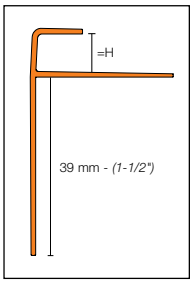
Schluter®-VINPRO-RO

H = mm - *in.*	Item No. Brushed chrome anodized aluminum (ACGB)	Brushed nickel anodized aluminum (ATGB)	Brushed antique bronze anodized aluminum (ABGB)
3 - *1/8*	VPRO 30 ACGB	VPRO 30 ATGB	VPRO 30 ABGB
4 - *5/32*	VPRO 40 ACGB	VPRO 40 ATGB	VPRO 40 ABGB
5 - *3/16*	VPRO 50 ACGB	VPRO 50 ATGB	VPRO 50 ABGB
5.5 - *7/32*	VPROL 55 ACGB	VPROL 55 ATGB	VPROL 55 ABGB
6 - *1/4*	VPROL 60 ACGB	VPROL 60 ATGB	VPROL 60 ABGB
6.5 - *17/64*	VPROL 65 ACGB	VPROL 65 ATGB	VPROL 65 ABGB
7 - *9/32*	VPROL 70 ACGB	VPROL 70 ATGB	VPROL 70 ABGB
7.5 - *19/64*	VPROL 75 ACGB	VPROL 75 ATGB	VPROL 75 ABGB
8 - *5/16*	VPROL 80 ACGB	VPROL 80 ATGB	VPROL 80 ABGB
8.5 - *21/64*	VPROL 85 ACGB	VPROL 85 ATGB	VPROL 85 ABGB
9 - *11/32*	VPROL 90 ACGB	VPROL 90 ATGB	VPROL 90 ABGB
10 - *3/8*	VPROL 100 ACGB	VPROL 100 ATGB	VPROL 100 ABGB
11 - *7/16*	VPROL 110 ACGB	VPROL 110 ATGB	VPROL 110 ABGB
12.5 - *1/2*	VPROL 125 ACGB	VPROL 125 ATGB	VPROL 125 ABGB

Length supplied: 8' 2-1/2" — *2.5 m*

Approved as Noted - 06/02/2025

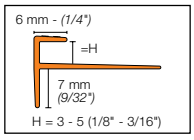
COSK-BFS-SUB-VEN-0003 - South WWTP - MBR - Rev 00 - Received: 04/29/2025

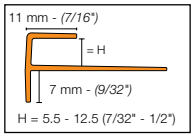


Schluter®-VINPRO-STEP-R

H = mm - *in.*	Item No. Brushed chrome anodized aluminum (ACGB)	Brushed nickel anodized aluminum (ATGB)	Brushed antique bronze anodized aluminum (ABGB)
3 - *1/8*	VPSTRL 30 ACGB	VPSTRL 30 ATGB	VPSTRL 30 ABGB
4 - *5/32*	VPSTRL 40 ACGB	VPSTRL 40 ATGB	VPSTRL 40 ABGB
5 - *3/16*	VPSTRL 50 ACGB	VPSTRL 50 ATGB	VPSTRL 50 ABGB
5.5 - *7/32*	VPSTRL 55 ACGB	VPSTRL 55 ATGB	VPSTRL 55 ABGB
6 - *1/4*	VPSTRL 60 ACGB	VPSTRL 60 ATGB	VPSTRL 60 ABGB
6.5 - *17/64*	VPSTRL 65 ACGB	VPSTRL 65 ATGB	VPSTRL 65 ABGB
7 - *9/32*	VPSTRL 70 ACGB	VPSTRL 70 ATGB	VPSTRL 70 ABGB
7.5 - *19/64*	VPSTRL 75 ACGB	VPSTRL 75 ATGB	VPSTRL 75 ABGB
8 - *5/16*	VPSTRL 80 ACGB	VPSTRL 80 ATGB	VPSTRL 80 ABGB
8.5 - *21/64*	VPSTRL 85 ACGB	VPSTRL 85 ATGB	VPSTRL 85 ABGB
9 - *11/32*	VPSTRL 90 ACGB	VPSTRL 90 ATGB	VPSTRL 90 ABGB
10 - *3/8*	VPSTRL 100 ACGB	VPSTRL 100 ATGB	VPSTRL 100 ABGB
11 - *7/16*	VPSTRL 110 ACGB	VPSTRL 110 ATGB	VPSTRL 110 ABGB
12.5 - *1/2*	VPSTRL 125 ACGB	VPSTRL 125 ATGB	VPSTRL 125 ABGB

Length supplied: 8' 2-1/2" — *2.5 m*

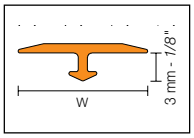




Schluter®-VINPRO-STEP

H = mm - *in.*	Item No. Brushed chrome anodized aluminum (ACGB)	Brushed nickel anodized aluminum (ATGB)	Brushed antique bronze anodized aluminum (ABGB)
3 - *1/8*	VPST 30 ACGB	VPST 30 ATGB	VPST 30 ABGB
4 - *5/32*	VPST 40 ACGB	VPST 40 ATGB	VPST 40 ABGB
5 - *3/16*	VPST 50 ACGB	VPST 50 ATGB	VPST 50 ABGB
5.5 - *7/32*	VPSTL 55 ACGB	VPSTL 55 ATGB	VPSTL 55 ABGB
6 - *1/4*	VPSTL 60 ACGB	VPSTL 60 ATGB	VPSTL 60 ABGB
6.5 - *17/64*	VPSTL 65 ACGB	VPSTL 65 ATGB	VPSTL 65 ABGB
7 - *9/32*	VPSTL 70 ACGB	VPSTL 70 ATGB	VPSTL 70 ABGB
7.5 - *19/64*	VPSTL 75 ACGB	VPSTL 75 ATGB	VPSTL 75 ABGB
8 - *5/16*	VPSTL 80 ACGB	VPSTL 80 ATGB	VPSTL 80 ABGB
8.5 - *21/64*	VPSTL 85 ACGB	VPSTL 85 ATGB	VPSTL 85 ABGB
9 - *11/32*	VPSTL 90 ACGB	VPSTL 90 ATGB	VPSTL 90 ABGB
10 - *3/8*	VPSTL 100 ACGB	VPSTL 100 ATGB	VPSTL 100 ABGB
11 - *7/16*	VPSTL 110 ACGB	VPSTL 110 ATGB	VPSTL 110 ABGB
12.5 - *1/2*	VPSTL 125 ACGB	VPSTL 125 ATGB	VPSTL 125 ABGB

Length supplied: 8' 2-1/2" — *2.5 m*



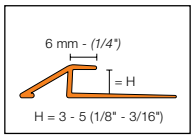
Schluter®-VINPRO-T

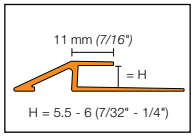
W = mm - *in.*	Item No. Brushed chrome anodized aluminum (ACGB)	Brushed nickel anodized aluminum (ATGB)	Brushed antique bronze anodized aluminum (ABGB)
14 - *17/32*	VPT 3/14 ACGB	VPT 3/14 ATGB	VPT 3/14 ABGB
25 - *1*	VPTL 3/25 ACGB	VPTL 3/25 ATGB	VPTL 3/25 ABGB

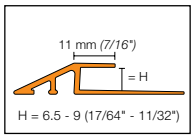
Length supplied: 8' 2-1/2" — *2.5 m*

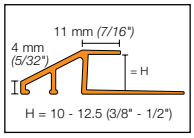
Approved as Noted - 06/02/2025

COSK-BFS-SUB-VEN-0003 - South WWTP - MBR - Rev 00 - Received: 04/29/2025







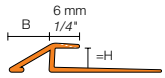


Schluter®-VINPRO-U

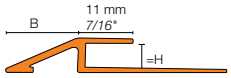
H = mm - *in.*	Item No. Brushed chrome anodized aluminum (ACGB)	Brushed nickel anodized aluminum (ATGB)	Brushed antique bronze anodized aluminum (ABGB)
3 - *1/8*	VPU 30 ACGB	VPU 30 ATGB	VPU 30 ABGB
4 - *5/32*	VPU 40 ACGB	VPU 40 ATGB	VPU 40 ABGB
5 - *3/16*	VPU 50 ACGB	VPU 50 ATGB	VPU 50 ABGB
5.5 - *7/32*	VPUL 55 ACGB	VPUL 55 ATGB	VPUL 55 ABGB
6 - *1/4*	VPUL 60 ACGB	VPUL 60 ATGB	VPUL 60 ABGB
6.5 - *17/64*	VPUL 65 ACGB	VPUL 65 ATGB	VPUL 65 ABGB
7 - *9/32*	VPUL 70 ACGB	VPUL 70 ATGB	VPUL 70 ABGB
7.5 - *19/64*	VPUL 75 ACGB	VPUL 75 ATGB	VPUL 75 ABGB
8 - *5/16*	VPUL 80 ACGB	VPUL 80 ATGB	VPUL 80 ABGB
8.5 - *21/64*	VPUL 85 ACGB	VPUL 85 ATGB	VPUL 85 ABGB
9 - *11/32*	VPUL 90 ACGB	VPUL 90 ATGB	VPUL 90 ABGB
10 - *3/8*	VPUL 100 ACGB	VPUL 100 ATGB	VPUL 100 ABGB
11 - *7/16*	VPUL 110 ACGB	VPUL 110 ATGB	VPUL 110 ABGB
12.5 - *1/2*	VPUL 125 ACGB	VPUL 125 ATGB	VPUL 125 ABGB

Length supplied: 8' 2-1/2" — *2.5 m*

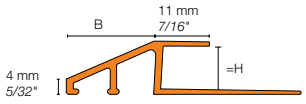
Diagram Values



H = 3 - 5 mm (1/8" - 3/16")



H = 5.5 - 9 mm (7/32" - 11/32)



H = 10 - 12.5 mm (3/8" - 1/2")

H = mm - *in*	B = mm - *in*
3 - *1/8*	8 - *5/16*
4 - *5/32*	9.5 - *3/8*
5 - *3/16*	11.5 - *29/64*
5.5 - *7/32*	15.4 - *19/32*
6 - *1/4*	16.5 - *21/32*
6.5 - *17/64*	17.5 - *11/16*
7 - *9/32*	18.6 - *47/64*
7.5 - *19/64*	19.7 - *25/32*
8 - *5/16*	20.8 - *13/16*
8.5 - *21/64*	21.8 - *55/64*
9 - *11/32*	22.9 - *29/32*
10 - *3/8*	19.2 - *49/64*
11 - *7/16*	21.5 - *27/32*
12.5 - *1/2*	24.7 - *31/32*

ADA-Compliant

Note: When leading edge abuts lower surface covering, all sizes are ADA-compliant. When leading edge rests on top of lower surface covering, sizes 7/16" *(11 mm)* and 1/2" *(12.5 mm)* are not ADA-compliant.

Approved as Noted - 06/02/2025

COSK-BFS-SUB-VEN-0003 - South WWTP - MBR - Rev 00 - Received: 04/29/2025

Schluter® Systems VINPRO Profiles 5-Year Limited Warranty

LIMITED WARRANTY COVERAGE: Subject to the conditions and limitations as stated in this **Schluter® Systems VINPRO Profiles 5-Year Limited Warranty** (the **"Limited Warranty"**), Schluter Systems warrants that its Schluter®-VINPRO-S, Schluter®-VINPRO-U, Schluter®-VINPRO-T, Schluter®-VINPRO-STEP, Schluter®-VINPRO-STEP-R and Schluter®-VINPRO-RO (collectively, the **"Products"**) will be free from manufacturing defects and will perform as described in the Schluter Systems Resilient Covering Profiles Technical Data Sheet (collectively, the "Written Materials"[1]) for a period of five (5) years from the date of purchase when installed and used in accordance with the terms and conditions of the Written Materials and industry standard guidelines that are not in conflict with the Written Materials in effect at the time of installation.

For the purposes of this Limited Warranty, "Owner" is defined as the original end user of the property in which the Products are installed; and "Assembly" is defined to include the Products, non-reusable flooring surfaces, and applicable setting materials.

This Limited Warranty is only applicable to installations in the United States of America and Canada. Schluter Systems is not responsible or liable under any circumstances for determining the suitability of the Products for the Owner's intended purpose. It is the responsibility of the Owner to consult with an experienced and professional installer to ensure the suitability of the Products, subfloor/substrate and all building materials in the installation and that the Written Materials are followed properly.

RESOLUTION: If the Products are installed and used in accordance with the terms and conditions as described hereinabove and such Products are proven defective within the applicable warranty term, the Owner's exclusive remedy and the sole obligation of Schluter Systems, at its election, shall be to (a) reinstall or replace the failed portion of the Tile Assembly or (b) pay an amount not to exceed the original square foot cost of the installation of the Tile Assembly verified to be defective. Due to conditions beyond the control of Schluter Systems (e.g., color and shade availability, discontinuation, normal wear and tear), Schluter Systems cannot guarantee or warrant an exact match to the specific tile, stone, or other flooring materials used in the original installation. In such event, substantially similar materials may be substituted.

EXCLUSIONS FROM COVERAGE: This Limited Warranty excludes and in no event shall Schluter Systems have any liability for any indirect, special, incidental, punitive, exemplary, or consequential damages, including lost profits, arising out of or otherwise connected to the failure of the Products or Assembly, regardless of any strict liability or active or passive negligence of Schluter Systems, and regardless of legal theory, whether in contract, tort, extra-contractual or other. This Limited Warranty further excludes any loss or damage arising out of or otherwise connected to: acts of war, terrorism, fire, explosion, natural disaster, acts of God, any failure to comply with the Written Materials, inadequate subfloor/substrate, improper preparation or other failure of subfloor/substrate, faulty or negligent penetration of the Products or subfloor/substrate, intentional acts of destruction, structural failure, misuse of or failure to maintain the Products, normal wear and tear, scratches, dents, corrosion or discoloration (whether caused by excessive heat, chemical cleaning products, abrasive agents or otherwise), efflorescence and shading which are a natural occurrence with cementitious materials and are not considered a defective condition for the purposes of this Limited Warranty, variations of texture, color or shade from those on product samples, packaging materials or other marketing materials, or other causes unrelated to the Products (e.g. floor covering failure, excess point loading, overvoltage). This Limited Warranty excludes exterior applications and applications utilizing glass tile or other non-approved floor coverings, unless specifically approved in writing on a case by case basis by the Schluter Systems Technical Services Director.

This Limited Warranty is conditioned and will be considered null and void and Schluter Systems will have the right to refuse any claims if: (a) the Products have been improperly stored or installed, or (b) the Products are subject to abusive or abnormal use, lack of maintenance, or used in a manner other than that for which the Products were designed or in any way contrary to the Written Materials.

DISCLAIMER: : There are no warranties beyond this expressed warranty as stated herein. To the extent permitted by law, all other warranties, representations or conditions, expressed or implied, are hereby disclaimed and excluded, including but not limited to the implied warranties of **MERCHANTABILITY** or **FITNESS FOR A PARTICULAR PURPOSE** (as limited to such purposes as described in the Written Materials) or arising from a course of dealing, usage of trade or otherwise by law. ANY IMPLIED WARRANTIES ARISING BY OPERATION OF LAW ARE LIMITED IN DURATION TO THE TERM OF THIS LIMITED WARRANTY. NO REPRESENTATION, PROMISE, AFFIRMATION OR STATEMENT BY ANY EMPLOYEE OR AGENT OF SCHLUTER SYSTEMS WILL BE ENFORCEABLE AGAINST SCHLUTER SYSTEMS UNLESS IT IS SPECIFICALLY INCLUDED IN THIS LIMITED WARRANTY OR AUTHORIZED IN WRITING BY THE SCHLUTER SYSTEMS TECHNICAL SERVICES DIRECTOR. This Limited Warranty is given in lieu of any other warranty, whether expressed or implied. The remedies contained herein are the only remedies available for breach of this Limited Warranty. This Limited Warranty extends only to the Owner and is not transferable or assignable unless authorized by written agreement and signed by the Schluter Systems Technical Services Director or otherwise prohibited by specific state or provincial law. This Limited Warranty gives you specific legal rights; some states and provinces do not allow disclaimers or other restrictions of implied warranties; some of the above disclaimers may not apply to you. **No changes or modifications of any terms or conditions of this Limited Warranty are permitted unless duly authorized in writing by the Schluter Systems Technical Services Director.** This Limited Warranty shall supersede and replace any and all prior oral or written warranties, agreements, or other representations made by or on behalf of Schluter Systems relative to the Products or the application of the Products and shall apply to any installation occurring on or after July 1, 2019. If the Products are used in conjunction with other Schluter products, a different Schluter warranty may apply. For the most current information and materials regarding Schluter Systems warranties and programs, please visit https://www.schluter.com/schluter-us/en_US/downloadfiles.

MAKING A CLAIM: To make a claim under this Limited Warranty, the Owner must provide Schluter Systems[2] with written notice within thirty (30) days of any alleged defect in the Products covered by this Limited Warranty, together with date and proof of purchase of such Products and/or all of its components and name and address of all installers and all invoices related to the original installation, failing which this Limited Warranty shall have no legal effect[3]. Schluter Systems reserves the right at its election and as a condition of this Limited Warranty to inspect the alleged failed and/or defective Products.

All U.S. Claims shall be sent to:

Schluter Systems L.P.
Attn: Warranty Claims Dept.
194 Pleasant Ridge Road
Plattsburgh, NY 12901-5841

All Canadian Claims shall be sent to:

Schluter Systems (Canada), Inc.
Attn: Warranty Claims Dept.
21100 chemin Ste-Marie
Ste-Anne-de-Bellevue, QC H9X 3Y8

[1] If there are any conflicting terms between any Written Materials, the most recently updated document shall be deemed to control.

[2] This Limited Warranty is limited to sales of the Products made in and intended for use in the United States and Canada. For the purposes of this Limited Warranty, Schluter Systems L.P. shall offer warranty coverage to Owners located in the United States, and Schluter Systems (Canada) Inc. shall offer warranty coverage to Owners located in Canada.

[3] In the event that Owner fails to provide such required invoices relating to the original installation, Schluter Systems shall pay Owner an amount equal to the average, reasonable costs of a comparable installation. If the parties fail to agree on such amount, such dispute shall promptly, and in the first instance, be submitted: (a) if a U.S. claim, to arbitration in Clinton County, New York, in accordance with the rules of the American Arbitration Association, or (b) if a Canadian claim, in the Province of Quebec, Canada, in accordance with the ADRIC Arbitration Rules. Any outcome of such arbitration proceeding shall be final and binding upon the parties hereto.

Schluter Systems L.P. • 194 Pleasant Ridge Road, Plattsburgh, NY 12901-5841 • Tel.: 800-472-4588 • Fax: 800-477-9783
Schluter Systems (Canada) Inc. • 21100 chemin Ste-Marie, Ste-Anne-de-Bellevue, QC H9X 3Y8 • Tel.: 800-667-8746 • Fax: 877-667-2410

www.schluter.com

This technical data sheet is subject to change without notice. Please visit www.schluter.com for the latest version.

Approved as Noted - 06/02/2025

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01/2022

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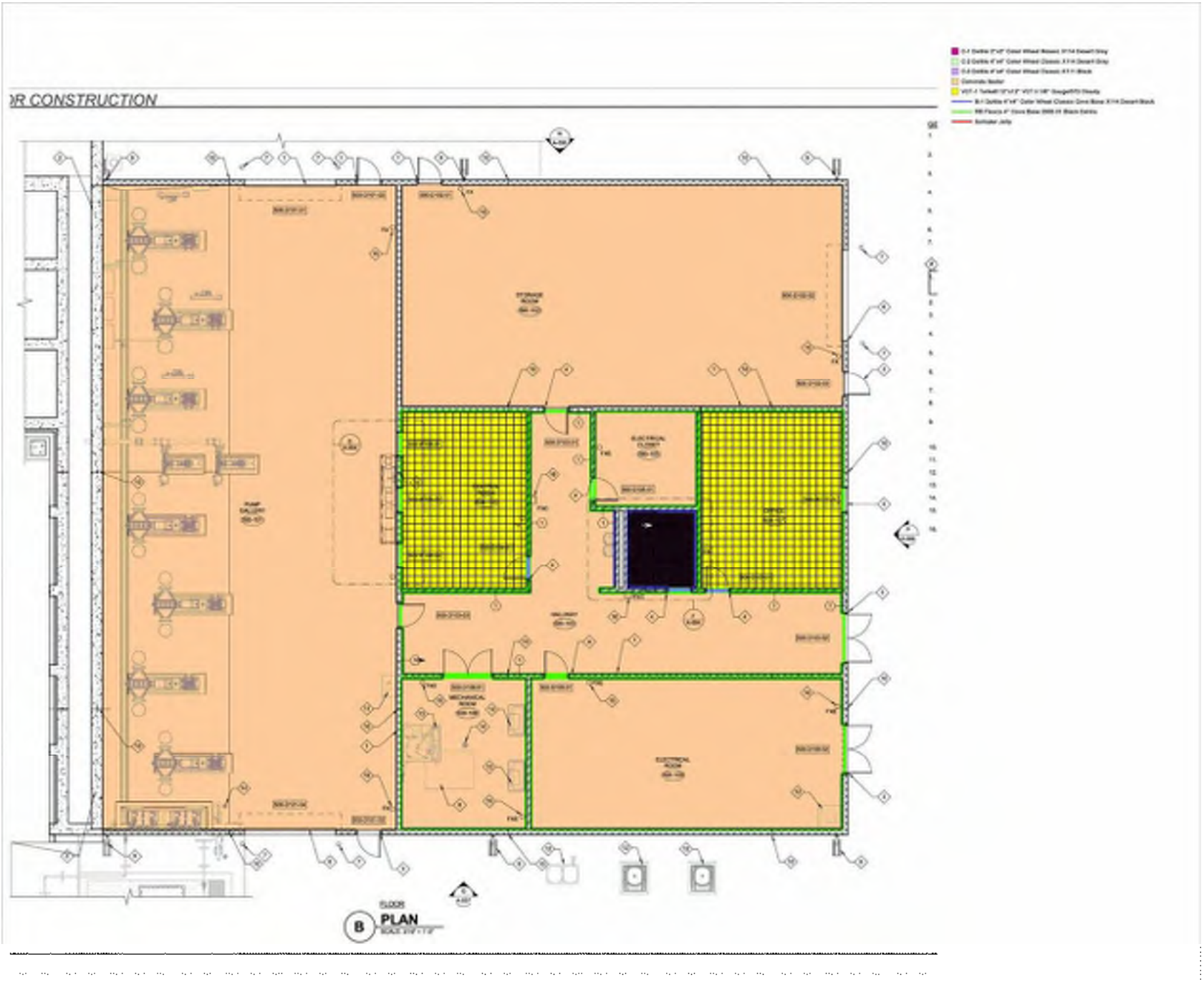
COSK-BFS-SUB-VEN-0003 - South WWTP - MBR - Rev 00 - Received: 04/29/2025

ITEM# 3



Business Flooring Specialists
1165 Quaker Street
Dallas, Texas 75207
214-272-6999

BUSINESS FLOORING SPECIALISTS

JOB:
City of Sherman Wastewater

CUSTOMER:
Keiwit Engineering Group Inc.
302 Cliff Hestand Road
Sherman, TX 75090
817-337-7000

DATE:
03/28/25

FILE:
City of Sherman Wastewater

TITLE:
Page A-551

PAGE:
2

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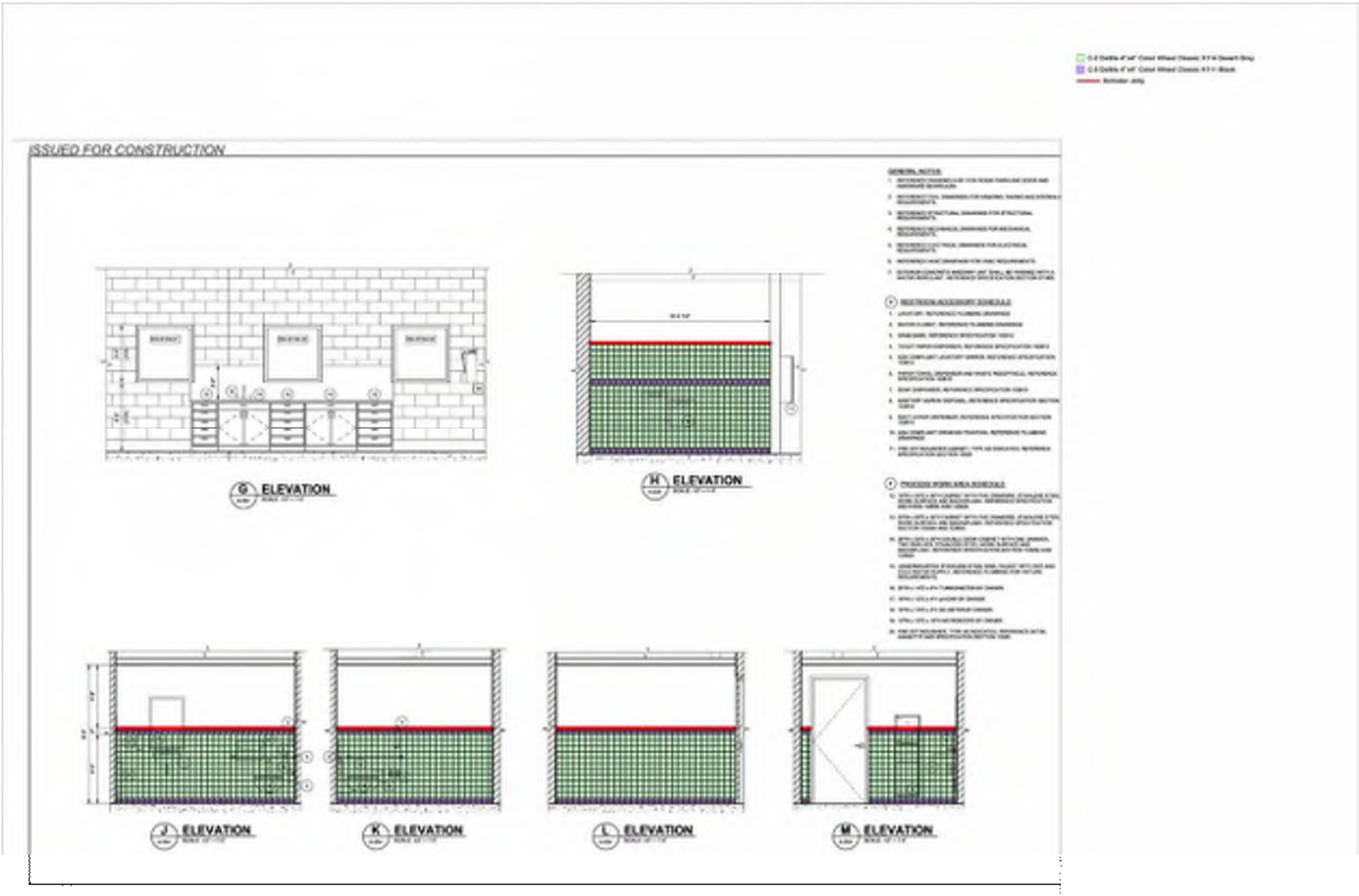
ITEM# 4



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JOB: City of Sherman Wastewater

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302 Cliff Hestand Road
Sherman, TX 75090
817-337-7000

DATE: 03/28/25

FILE: City of Sherman Wastewater

TITLE: **Page A-555**

PAGE: **3**

Approved as Noted - 06/02/2025

Cost Breakdown Structure (CBS) Register

KIEWIT CORPORATION

20053365-136123-01P - Sherman PCO Backup--Sherman WWTP Construction

CBS Position Code	Description	Quantity	Unit of Measure (UoM)	Manhours (MH)	Man Count	Equipment Count	Production (UOM/MH)	Production (UOM/Crew Hr)	Unit Cost	Total Cost	Labor Cost	Construction Equipment Cost	Materials Cost	Supplies Cost	Subcontract Cost
4.3.5.4	R2 - Add all MBR Support Changes - Electrical, Process Mech, and Architectural	1.00	Each	1,844.30	89.00	7.00	0.00	0.00	$286,145.11	$286,145.11	$149,568.09	$25,325.25	$82,306.66	$31.68	$3,277.80
4.3.5.4.1	A - Direct Cost (Labor)	1.00	Each	1,280.70	87.00	0.00	0.00	0.00	$110,268.09	$110,268.09	$110,268.09	$0.00	$0.00	$0.00	$0.00
4.3.5.4.1.1	Concrete Labor	1.00	Each	3.14	13.00	0.00	0.32	0.99	$255.60	$255.60	$255.60	$0.00	$0.00	$0.00	$0.00
4.3.5.4.1.1.1	Fab Forms - T-500 Pad	3.50	SF	0.79	3.00	0.00	4.43	13.30	$18.31	$64.09	$64.09	$0.00	$0.00	$0.00	$0.00
4.3.5.4.1.1.2	Erect and Strip Forms - T-500 Pad	3.50	SF	1.58	3.00	0.00	2.21	6.63	$36.73	$128.54	$128.54	$0.00	$0.00	$0.00	$0.00
4.3.5.4.1.1.3	Place / Finish / Cure - T-500 Pad	0.25	CY	0.28	3.00	0.00	0.89	2.66	$91.56	$22.89	$22.89	$0.00	$0.00	$0.00	$0.00
4.3.5.4.1.1.4	Dry Finish - T-500 Pad	3.50	SF	0.49	4.00	0.00	7.14	28.57	$11.45	$40.08	$40.08	$0.00	$0.00	$0.00	$0.00
4.3.5.4.1.2	RFI 519 - Sodium Hypochlorite Drain Lines	1.00	Each	561.17	20.00	0.00	0.00	0.01	$48,655.43	$48,655.43	$48,655.43	$0.00	$0.00	$0.00	$0.00
4.3.5.4.1.2.1	Process Mechanical Labor	1.00	Each	561.17	20.00	0.00	0.00	0.01	$48,655.43	$48,655.43	$48,655.43	$0.00	$0.00	$0.00	$0.00
4.3.5.4.1.2.1.1	Installation - Above Ground Pipe Supports	27.00	Each	178.77	8.00	0.00	0.15	0.60	$574.07	$15,499.99	$15,499.99	$0.00	$0.00	$0.00	$0.00
4.3.5.4.1.2.1.1.1	AG SB Pipe Supports - Install of pipe support, anchors, and grout	15.00	Each	154.53	4.00	0.00	0.10	0.39	$893.22	$13,398.30	$13,398.30	$0.00	$0.00	$0.00	$0.00
4.3.5.4.1.2.1.1.2	AG Pipe Supports - Engineered (8"-12" Diameter) - Install of pipe support, anchors, and grout	8.00	Each	24.24	4.00	0.00	0.33	1.32	$262.71	$2,101.69	$2,101.69	$0.00	$0.00	$0.00	$0.00
4.3.5.4.1.2.1.2	Installation - Pipe	140.00	Each	320.60	4.00	0.00	0.44	1.75	$198.55	$27,797.16	$27,797.16	$0.00	$0.00	$0.00	$0.00
4.3.5.4.1.2.1.2.1	AG SB Pipe (PVC)	140.00	LF	320.60	4.00	0.00	0.44	1.75	$198.55	$27,797.16	$27,797.16	$0.00	$0.00	$0.00	$0.00
4.3.5.4.1.2.1.3	Installation - AG SB Valves	5.00	Each	12.80	4.00	0.00	0.39	1.56	$221.96	$1,109.81	$1,109.81	$0.00	$0.00	$0.00	$0.00
4.3.5.4.1.2.1.4	Installation - Above Ground Small Bore Pipe Testing	140.00	LF	49.00	4.00	0.00	2.86	11.43	$30.35	$4,248.47	$4,248.47	$0.00	$0.00	$0.00	$0.00
4.3.5.4.1.3	RFI 520 - Backpulse Tank Riser Gooseneck Vent	1.00	Each	121.25	18.00	0.00	0.01	0.03	$10,550.48	$10,550.48	$10,550.48	$0.00	$0.00	$0.00	$0.00
4.3.5.4.1.3.1	Process Mechanical Labor	1.00	Each	121.25	18.00	0.00	0.01	0.03	$10,550.48	$10,550.48	$10,550.48	$0.00	$0.00	$0.00	$0.00
4.3.5.4.1.3.1.1	Installation - Pipe	20.00	LF	89.04	8.00	0.00	0.22	0.90	$386.00	$7,720.08	$7,720.08	$0.00	$0.00	$0.00	$0.00
4.3.5.4.1.3.1.1.1	AG SB Pipe	1.00	Ea	24.00	4.00	0.00	0.04	0.17	$2,080.89	$2,080.89	$2,080.89	$0.00	$0.00	$0.00	$0.00
4.3.5.4.1.3.1.1.2	AG LB Pipe (Stainless Steel)	20.00	LF	65.04	4.00	0.00	0.31	1.23	$281.96	$5,639.20	$5,639.20	$0.00	$0.00	$0.00	$0.00
4.3.5.4.1.3.1.2	Installation - AG SB Valves	1.00	Each	2.56	4.00	0.00	0.39	1.56	$221.96	$221.96	$221.96	$0.00	$0.00	$0.00	$0.00
4.3.5.4.1.3.1.3	Installation - Stainless Steel Pipe - Butt Welding	32.00	DI	24.32	2.00	0.00	1.32	2.63	$66.86	$2,139.53	$2,139.53	$0.00	$0.00	$0.00	$0.00
4.3.5.4.1.3.1.4	Installation - Stainless Steel Pipe - Fillet Welding	4.00	DI	4.44	2.00	0.00	0.90	1.80	$97.65	$390.61	$390.61	$0.00	$0.00	$0.00	$0.00
4.3.5.4.1.3.1.5	Installation - Stainless Steel Pipe - Socket Welding	1.00	DI	0.89	2.00	0.00	1.12	2.25	$78.30	$78.30	$78.30	$0.00	$0.00	$0.00	$0.00
4.3.5.4.1.4	RFI 522 - Potable Water Supply to Hose Rack	1.00	Each	382.96	28.00	0.00	0.00	0.01	$33,203.99	$33,203.99	$33,203.99	$0.00	$0.00	$0.00	$0.00
4.3.5.4.1.4.1	Process Mechanical Labor	1.00	Each	382.96	28.00	0.00	0.00	0.01	$33,203.99	$33,203.99	$33,203.99	$0.00	$0.00	$0.00	$0.00
4.3.5.4.1.4.1.1	Installation - Above Ground Pipe Supports	27.00	Each	106.05	12.00	0.00	0.25	1.02	$340.55	$9,194.91	$9,194.91	$0.00	$0.00	$0.00	$0.00
4.3.5.4.1.4.1.1.1	AG SB Pipe Supports - Install of pipe support, anchors, and grout	2.00	Each	30.30	4.00	0.00	0.07	0.26	$1,313.56	$2,627.12	$2,627.12	$0.00	$0.00	$0.00	$0.00
4.3.5.4.1.4.1.1.2	AG Pipe Supports - Engineered (8"-12" Diameter) - Install of pipe support, anchors, and grout	6.00	Each	18.18	4.00	0.00	0.33	1.32	$262.71	$1,576.27	$1,576.27	$0.00	$0.00	$0.00	$0.00
4.3.5.4.1.4.1.1.3	AG Pipe Supports - Engineered (14"-24" Diameter) - Install of pipe support, anchors, and grout	19.00	Each	57.57	4.00	0.00	0.33	1.32	$262.71	$4,991.52	$4,991.52	$0.00	$0.00	$0.00	$0.00
4.3.5.4.1.4.2	Installation - Pipe	140.00	LF	194.60	4.00	0.00	0.72	2.88	$120.52	$16,872.51	$16,872.51	$0.00	$0.00	$0.00	$0.00
4.3.5.4.1.4.2.1	AG SB Pipe (PVC)	140.00	LF	194.60	4.00	0.00	0.72	2.88	$120.52	$16,872.51	$16,872.51	$0.00	$0.00	$0.00	$0.00
4.3.5.4.1.4.3	Installation - AG SB Valves	5.00	Each	12.80	4.00	0.00	0.39	1.56	$221.96	$1,109.81	$1,109.81	$0.00	$0.00	$0.00	$0.00
4.3.5.4.1.4.4	Installation - Above Ground Small Bore Pipe Testing	140.00	LF	49.00	4.00	0.00	2.86	11.43	$30.35	$4,248.47	$4,248.47	$0.00	$0.00	$0.00	$0.00
4.3.5.4.1.4.5	Installation - Hose Rack	1.00	Each	20.51	4.00	0.00	0.05	0.20	$1,778.29	$1,778.29	$1,778.29	$0.00	$0.00	$0.00	$0.00
4.3.5.4.1.5	Miscellaneous	1.00	Each	212.18	8.00	0.00	0.00	0.02	$17,602.58	$17,602.58	$17,602.58	$0.00	$0.00	$0.00	$0.00
4.3.5.4.1.5.1	Install Firestopping	1.00	Each	3.85	4.00	0.00	0.26	1.04	$333.81	$333.81	$333.81	$0.00	$0.00	$0.00	$0.00
4.3.5.4.1.5.2	Install Scaffold Access	500.00	Pc	208.33	4.00	0.00	2.40	9.60	$34.54	$17,268.77	$17,268.77	$0.00	$0.00	$0.00	$0.00
4.3.5.4.2	B - Direct Cost (Supervision)	1.00	Each	520.00	2.00	0.00	0.00	0.00	$84,450.00	$84,450.00	$39,300.00	$0.00	$45,150.00	$0.00	$0.00
4.3.5.4.2.1	FE	1.00	Each	262.00	1.00	0.00	0.00	0.00	$39,300.00	$39,300.00	$39,300.00	$0.00	$0.00	$0.00	$0.00
4.3.5.4.2.2	Superintendent	1.00	Each	258.00	1.00	0.00	0.00	0.00	$45,150.00	$45,150.00	$0.00	$0.00	$45,150.00	$0.00	$0.00
4.3.5.4.3	C - Direct Cost (PM, Supplies, Equipment, Subs)	1.00	Each	43.59	0.00	7.00	0.00	0.00	$65,826.85	$65,826.85	$0.00	$25,325.25	$37,156.66	$31.68	$3,277.80
4.3.5.4.3.1	Concrete	1.00	Each	0.05	0.00	1.00	0.00	1.00	$133.44	$133.44	$0.00	$43.88	$57.75	$31.68	$0.00
4.3.5.4.3.1.1	Concrete Equipment	1.00	Each	0.05	0.00	1.00	0.00	1.00	$43.88	$43.88	$0.00	$43.88	$0.00	$0.00	$0.00
4.3.5.4.3.1.2	Bulk Commodities & STS	1.00	Each	0.00	0.00	0.00	0.00	0.00	$89.56	$89.56	$0.00	$0.00	$57.75	$31.68	$0.00
4.3.5.4.3.1.2.1	Concrete	0.25	CY	0.00	0.00	0.00	0.00	0.00	$231.00	$57.75	$0.00	$0.00	$57.75	$0.00	$0.00

4.3.5.4.3.1.2.2	Misc Concrete STS	3.50	SF	0.00	0.00	0.00	0.00	0.00	$0.48	$1.68	$0.00	$0.00	$0.00	$1.55	$0.00
4.3.5.4.3.1.2.3	Form STS	3.50	SF	0.00	0.00	0.00	0.00	0.00	$8.61	$30.13	$0.00	$0.00	$0.00	$30.13	$0.00
4.3.5.4.3.2	Process Mechanical	1.00	Each	43.54	0.00	6.00	0.00	0.00	$62,415.61	$62,415.61	$0.00	$25,281.38	$37,098.91	$0.00	$0.00
4.3.5.4.3.2.1	Process Mechanical Equipment	1.00	Each	43.54	0.00	6.00	0.00	0.00	$25,316.70	$25,316.70	$0.00	$25,281.38	$0.00	$0.00	$0.00
4.3.5.4.3.2.1.1	1/2 Ton Pickup - Direct	1.00	Each	16.34	0.00	1.00	0.00	0.00	$14,339.00	$14,339.00	$0.00	$14,339.00	$0.00	$0.00	$0.00
4.3.5.4.3.2.1.2	Forklift	1.00	Each	0.60	0.00	1.00	0.00	0.25	$608.40	$608.40	$0.00	$608.40	$0.00	$0.00	$0.00
4.3.5.4.3.2.1.3	Crane	1.00	Each	1.00	0.00	1.00	0.00	0.25	$3,021.39	$3,021.39	$0.00	$3,021.39	$0.00	$0.00	$0.00
4.3.5.4.3.2.1.4	Welding Machine	1.00	Each	2.50	0.00	1.00	0.00	0.04	$484.41	$484.41	$0.00	$449.09	$0.00	$0.00	$0.00
4.3.5.4.3.2.1.5	Manlift	1.00	Each	0.60	0.00	1.00	0.00	0.25	$589.76	$589.76	$0.00	$589.76	$0.00	$0.00	$0.00
4.3.5.4.3.2.1.6	Scissor Lift	1.00	Each	22.50	0.00	1.00	0.00	0.01	$6,273.74	$6,273.74	$0.00	$6,273.74	$0.00	$0.00	$0.00
4.3.5.4.3.2.2	Bulk Commodities & STS	1.00	Each	0.00	0.00	0.00	0.00	0.00	$37,098.91	$37,098.91	$0.00	$0.00	$37,098.91	$0.00	$0.00
4.3.5.4.3.2.2.1	Valves	1.00	Each	0.00	0.00	0.00	0.00	0.00	$2,332.58	$2,332.58	$0.00	$0.00	$2,332.58	$0.00	$0.00
4.3.5.4.3.2.2.2	Pipe Supports	1.00	Each	0.00	0.00	0.00	0.00	0.00	$25,775.39	$25,775.39	$0.00	$0.00	$25,775.39	$0.00	$0.00
4.3.5.4.3.2.2.3	Pipe and Fittings	1.00	Each	0.00	0.00	0.00	0.00	0.00	$5,141.72	$5,141.72	$0.00	$0.00	$5,141.72	$0.00	$0.00
4.3.5.4.3.2.2.4	Scaffolding Access	1.00	Each	0.00	0.00	0.00	0.00	0.00	$2,750.00	$2,750.00	$0.00	$0.00	$2,750.00	$0.00	$0.00
4.3.5.4.3.2.2.5	Miscellaneous	1.00	Each	0.00	0.00	0.00	0.00	0.00	$1,099.22	$1,099.22	$0.00	$0.00	$1,099.22	$0.00	$0.00
4.3.5.4.3.3	Business Flooring Specialties Quote 136673	1.00	Each	0.00	0.00	0.00	0.00	0.00	$971.44	$971.44	$0.00	$0.00	$0.00	$0.00	$971.44
4.3.5.4.3.4	Alterman MSB Changes	1.00	Each	0.00	0.00	0.00	0.00	0.00	($413.64)	($413.64)	$0.00	$0.00	$0.00	$0.00	($413.64)
4.3.5.4.3.4.1	Alterman COR-028	1.00	Each	0.00	0.00	0.00	0.00	0.00	($413.64)	($413.64)	$0.00	$0.00	$0.00	$0.00	($413.64)
4.3.5.4.3.4.2	Alterman COR-XXX (RFI 521)	1.00	Each	0.00	0.00	0.00	0.00	0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
4.3.5.4.3.5	Magna Heat Trace & Insulation	1.00	Each	0.00	0.00	0.00	0.00	0.00	$2,720.00	$2,720.00	$0.00	$0.00	$0.00	$0.00	$2,720.00
4.3.5.4.4	D- Indirect Cost	1.00	Each	0.00	0.00	0.00	0.00	0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
4.3.5.4.5	E - Est. B&I/COMM (1.50%)	1.00	Each	0.00	0.00	0.00	0.00	0.00	$3,908.17	$3,908.17	$0.00	$0.00	$0.00	$0.00	$0.00
4.3.5.4.6	F - G&A (9.622%)	1.00	Each	0.00	0.00	0.00	0.00	0.00	$14,835.68	$14,835.68	$0.00	$0.00	$0.00	$0.00	$0.00
4.3.5.4.7	G - Fee (8.50%)	1.00	Each	0.00	0.00	0.00	0.00	0.00	$6,856.32	$6,856.32	$0.00	$0.00	$0.00	$0.00	$0.00

PCO-0076 R2				
A	**DIRECTS - Labor**			
		LABOR	$	110,268.09
B	**DIRECTS - Supervision**			
		Supervision	$	84,450.00
C	**DIRECTS - Equip, PM, Supply, Subs**			
		Total	$	65,826.85
D	**Indirect Cost**			
		Itemized	$	-
E	**Est. Bonds/Insurance**			
	(on A, B, C, D)	1.50%	$	3,908.17
F	**G&A**			
	(on B, C, D, E)	9.622%	$	14,835.68
G	**Fee**			
	(on C, F)	8.50%	$	6,856.32
		TOTAL	**$**	**286,145.11**

All Resource Register

KIEWIT CORPORATION

20053365-136123-01P - Sherman PCO Backup--Sherman WWTP Construction

Resource Type	Resource Code	Description	Unit Cost (Scale 1)	Unit Cost (Scale 2)	Unit Cost (Scale 3)	Utilization Count	Unit of Measure
Construction Equipment Rate	2.42.024.00 (1).1 - BLUEBOOK	60' Manlift	$134.63	$0.00	$0.00	4.00	Hour
Construction Equipment Rate	2.21.004.00 - BLUEBOOK	300 - 350 Amp Diesel Welder	$10.83	$0.00	$0.00	25.00	Hour
Construction Equipment Rate	2.42.020.00 - BLUEBOOK	Scissor Lift - Skyjack SJ3226	$29.01	$0.00	$0.00	150.00	Hour
Construction Equipment Rate	2.48.028.00 (1).1 - BLUEBOOK	>10,000 lb. Extendable	$139.29	$0.00	$0.00	4.00	Hour
Construction Equipment Rate	2.15.031.00 (1).1 - BLUEBOOK	175-225 Ton LTM1160	$733.99	$0.00	$0.00	4.00	Hour
Construction Equipment Rate	2.02.006.00 (1).2 - BLUEBOOK	1/2 Ton Pickup - Direct	$39.60	$0.00	$0.00	327.81	Hour
Installed Material Rate	4.PIPE.PCO-0076R1.53	1/2" 316SS SCH 40 - Plug (NPT x Square Head)	$6.03	$0.00	$0.00	1.00	Each
Installed Material Rate	4.PIPE.PCO-0076R1.22	1-1/2"x3/4" CPVC SCH 80- Reducing Bushing (Socket x Socket)	$8.16	$0.00	$0.00	1.00	Each
Installed Material Rate	4.PIPE.PCO-0076R1.36	2" CPVC SCH 80- 90 Degree Elbow (Socket x Socket)	$12.45	$0.00	$0.00	10.00	Each
Installed Material Rate	4.PIPE.PCO-0076R1.1	BR17 Wall Bracket - 12"L (316SS)	$140.00	$0.00	$0.00	14.00	Each
Installed Material Rate	4.PIPE.PCO-0076R1.3	BR17 Wall Bracket - 30"L (316SS)	$220.00	$0.00	$0.00	4.00	Each
Installed Material Rate	4.PIPE.PCO-0076R1.4	Double Strut Slotted Unistrut Supports - 10'L (316SS)	$882.00	$0.00	$0.00	5.00	Each
Installed Material Rate	4.PIPE.PCO-0076R1.45	4" 316SS SCH 40 - Pipe (PE x PE)	$44.26	$0.00	$0.00	20.00	LF
Installed Material Rate	4.PIPE.PCO-0076R1.19	1-1/2" CPVC SCH 80- 45 Degree Elbow (Socket x Socket)	$7.78	$0.00	$0.00	2.00	Each
Installed Material Rate	4.PIPE.PCO-0076R1.39	2"x1" CPVC SCH 80- Reducing Bushing (Socket x Socket)	$11.14	$0.00	$0.00	3.00	Each
Installed Material Rate	4.PIPE.PCO-0076R1.66	Non-Potable Water Sign + Shipping	$49.69	$0.00	$0.00	1.00	Each
Installed Material Rate	4.PIPE.PCO-0076R1.47	4" 316SS SCH 40 - #150 Slip-On Flange (Flat Face)	$144.53	$0.00	$0.00	2.00	Each
Installed Material Rate	4.PIPE.PCO-0076R1.40	1" CPVC SCH 80- Pipe (PExPE)	$2.41	$0.00	$0.00	20.00	LF
Installed Material Rate	4.PIPE.PCO-0076R1.56	5/8" 316SS Nuts	$1.57	$0.00	$0.00	8.00	Each
Installed Material Rate	4.PIPE.PCO-0076R1.24	3/4" CPVC SCH 80 - Pipe (PE x PE)	$1.66	$0.00	$0.00	20.00	LF
Installed Material Rate	4.PIPE.PCO-0076R1.42	1" CPVC SCH 80- 45 Degree Elbow (Socket x Socket)	$3.27	$0.00	$0.00	6.00	Each
Installed Material Rate	4.PIPE.PCO-0076R1.25	3/4" CPVC SCH 80 - Coupling (FPT x Socket)	$2.43	$0.00	$0.00	2.00	Each
Installed Material Rate	4.PIPE.PCO-0076R1.54	5/8" x 4.5"L 316SS Heavy Hex Bolts	$30.89	$0.00	$0.00	8.00	Each
Installed Material Rate	4.PIPE.PCO-0076R1.20	1-1/2" CPVC SCH 80- Union (Socket x Socket)	$19.23	$0.00	$0.00	2.00	Each
Installed Material Rate	4.PIPE.PCO-0076R1.59	1-1/2" CPVC SCH 80 - Ball Valve (FPT x FPT)	$291.98	$0.00	$0.00	2.00	Each
Installed Material Rate	4.PIPE.PCO-0076R1.60	3/4" Bronze Glove Valve (FPT x FPT)	$138.12	$0.00	$0.00	1.00	Each
Installed Material Rate	4.PIPE.PCO-0076R1.62	1/2" CPVC SCH 80 - Ball Valve (FPT x FPT)	$126.43	$0.00	$0.00	1.00	Each

Installed Material Rate	4.PIPE.PCO-0076R1.63	2" CPVC SCH 80 - Ball Valve (Socket x Socket)	$379.23	$0.00	$0.00	1.00	Each
Installed Material Rate	4.PIPE.PCO-0076R1.23	1-1/2"x1/2" CPVC SCH 80- Reducing Bushing (Socket x Socket)	$8.04	$0.00	$0.00	1.00	Each
Installed Material Rate	4.PIPE.PCO-0076R1.33	3/4" Heavy Duty Spray Nozzle	$205.95	$0.00	$0.00	1.00	Each
Installed Material Rate	4.CONC.TOTAL	Concrete Total	$231.00	$0.00	$0.00	0.25	CY
Installed Material Rate	4.PIPE.PCO-0076R1.27	3/4" CPVC SCH 80 - Union (Socket x Socket)	$7.78	$0.00	$0.00	4.00	Each
Installed Material Rate	4.PIPE.PCO-0076R1.29	1/2" CPVC SCH 80 - Nipple - 6" (MPT x MPT)	$2.29	$0.00	$0.00	1.00	Each
Installed Material Rate	4.PIPE.PCO-0076R1.71	Scaffolding Piece	$5.50	$0.00	$0.00	500.00	Pc
Installed Material Rate	4.PIPE.PCO-0076R1.18	1-1/2" CPVC SCH 80- 90 Degree Elbow (Socket x Socket)	$8.03	$0.00	$0.00	16.00	Each
Installed Material Rate	4.PIPE.PCO-0076R1.46	4" 316SS SCH 40 - LR 90 Degree Elbow (PE x PE)	$77.85	$0.00	$0.00	2.00	Each
Installed Material Rate	4.PIPE.PCO-0076R1.28	3/4" CPVC SCH 80 - 90 Degree Elbow (Socket x Socket)	$2.10	$0.00	$0.00	4.00	Each
Installed Material Rate	4.PIPE.PCO-0076R1.70	3M Firestopping (10.1oz)	$18.70	$0.00	$0.00	1.00	Each
Installed Material Rate	4.PIPE.PCO-0076R1.32	3/4" Heavy Duty Hose (50' Roll)	$79.99	$0.00	$0.00	2.00	Each
Installed Material Rate	4.PIPE.PCO-0076R1.30	3/4" 316SS Hose Adapter - GHT	$35.53	$0.00	$0.00	1.00	Each
Installed Material Rate	4.PIPE.PCO-0076R1.9	3/4" 316SS Cushion Clamps	$23.01	$0.00	$0.00	10.00	Each
Installed Material Rate	4.PIPE.PCO-0076R1.35	2" CPVC SCH 80- Tee (Socket x Socket x Socket)	$14.07	$0.00	$0.00	3.00	Each
Installed Material Rate	4.PIPE.PCO-0076R1.52	1/2" x 8" 316SS SCH 40 - Nipple (NPT x NPT)	$31.25	$0.00	$0.00	1.00	Each
Installed Material Rate	4.PIPE.PCO-0076R1.21	1-1/2" CPVC SCH 80- Coupling (Socket x Socket)	$9.18	$0.00	$0.00	6.00	Each
Installed Material Rate	4.PIPE.PCO-0076R1.67	100' x 3/4" Hose	$643.66	$0.00	$0.00	1.00	Each
Installed Material Rate	4.PIPE.PCO-0076R1.37	2" CPVC SCH 80- 45 Degree Elbow (Socket x Socket)	$11.58	$0.00	$0.00	4.00	Each
Installed Material Rate	4.PIPE.PCO-0076R1.7	1/2" 316SS Nuts	$0.91	$0.00	$0.00	456.00	Each
Installed Material Rate	4.PIPE.PCO-0076R1.34	2" CPVC SCH 80- Pipe (PExPE)	$5.67	$0.00	$0.00	120.00	LF
Installed Material Rate	4.PIPE.PCO-0076R1.31	3/4" Threaded Cap with Chain	$12.53	$0.00	$0.00	1.00	Each
Installed Material Rate	4.PIPE.PCO-0076R1.61	3/4" CPVC SCH 80 - Ball Valve (FPT x FPT)	$152.97	$0.00	$0.00	1.00	Each
Installed Material Rate	4.PIPE.PCO-0076R1.65	1/2" 316SS - 3-Piece Ball Valve	$339.99	$0.00	$0.00	1.00	Each
Installed Material Rate	4.PIPE.PCO-0076R1.43	1" CPVC SCH 80- Coupling (Socket x Socket)	$3.27	$0.00	$0.00	2.00	Each
Installed Material Rate	4.PIPE.PCO-0076R1.15	2" 316SS Cushion Clamps	$50.25	$0.00	$0.00	31.20	Each
Installed Material Rate	4.PIPE.PCO-0076R1.26	3/4" CPVC SCH 80 - Nipple - 6" (MPT x MPT)	$2.96	$0.00	$0.00	2.00	Each
Installed Material Rate	4.PIPE.PCO-0076R1.8	1-1/2" 316SS Cushion Clamps	$29.32	$0.00	$0.00	35.00	Each
Installed Material Rate	4.PIPE.PCO-0076R1.69	1-1/2" 316SS 2-Piece Escutcheon Plate	$17.00	$0.00	$0.00	2.00	Each
Installed Material Rate	4.PIPE.PCO-0076R1.16	1-1/2" CPVC SCH 80- Pipe (PExPE)	$4.09	$0.00	$0.00	120.00	LF
Installed Material Rate	4.PIPE.PCO-0076R1.5	1/2" x 12" 316SS All-Thread Anchors	$27.40	$0.00	$0.00	220.00	Each

Installed Material Rate	4.PIPE.PCO-0076R1.41	1" CPVC SCH 80- 90 Degree Elbow (Socket x Socket)	$3.32	$0.00	$0.00	2.00	Each
Installed Material Rate	4.PIPE.PCO-0076R1.38	2" CPVC SCH 80- Coupling (Socket x Socket)	$10.58	$0.00	$0.00	6.00	Each
Installed Material Rate	4.PIPE.PCO-0076R1.2	BR17 Wall Bracket - 18"L (316SS)	$160.00	$0.00	$0.00	15.00	Each
Installed Material Rate	4.PIPE.PCO-0076R1.68	1/2" x 12" 316SS All-Thread Anchors	$27.40	$0.00	$0.00	8.00	Each
Installed Material Rate	4.PIPE.PCO-0076R1.13	Double Strut Channel Base Plate (316SS)	$215.30	$0.00	$0.00	6.00	Each
Installed Material Rate	4.PIPE.PCO-0076R1.48	4" 316SS SCH 40 - #150 Blind Flange (Flat Face)	$175.66	$0.00	$0.00	1.00	Each
Installed Material Rate	4.PIPE.PCO-0076R1.14	Single Strut Slotted Unistrut Supports -10'L (316SS)	$462.74	$0.00	$0.00	6.00	Each
Installed Material Rate	4.PIPE.PCO-0076R1.10	HY270 Hilti Epoxy (11.16 OZ)	$87.50	$0.00	$0.00	3.00	Each
Installed Material Rate	4.PIPE.PCO-0076R1.55	5/8" 316SS Washers	$3.10	$0.00	$0.00	16.00	Each
Installed Material Rate	4.PIPE.PCO-0076R1.57	4" FF Gasket	$5.97	$0.00	$0.00	2.00	Each
Installed Material Rate	4.PIPE.PCO-0076R1.44	30" 316 Sch 40 Blind Flange w/ 4" Tap (Flat Face)	$850.00	$0.00	$0.00	1.00	Each
Installed Material Rate	4.PIPE.PCO-0076R1.17	1-1/2" CPVC SCH 80- Tee (Socket x Socket x Socket)	$8.85	$0.00	$0.00	2.00	Each
Installed Material Rate	4.PIPE.PCO-0076R1.51	1/2" 316SS SCH 40 - Thread-o-let	$40.36	$0.00	$0.00	1.00	Each
Installed Material Rate	4.PIPE.PCO-0076R1.6	1/2" 316SS Washers	$2.01	$0.00	$0.00	456.00	Each
Installed Material Rate	4.PIPE.PCO-0076R1.64	1" CPVC SCH 80 - Ball Valve (FPT x FPT)	$152.97	$0.00	$0.00	4.00	Each
Installed Material Rate	4.PIPE.PCO-0076R1.50	#16 316SS Insect Screen (includes shipping)	$53.85	$0.00	$0.00	1.00	Each
Installed Material Rate	4.PIPE.PCO-0076R1.11	HY200A Hilti Epoxy (11.16 OZ)	$87.25	$0.00	$0.00	20.00	Each
Labor Rate	1.C.03.3.03 (2).2 - 2024 RATES	Concrete Finisher Journeyman - 2024 RATES	$75.73	$98.84	$121.95	0.34	Hour
Labor Rate	1.C.40.1.02 (2).2 - 2024 RATE	Pipe Foreman (Pipefitter) - 2024 RATES	$84.97	$112.70	$140.43	274.72	Hour
Labor Rate	1.C.06.1.02 (2).2 - 2024 RATE	Carpenter Foreman - 2024 RATES	$84.97	$112.70	$140.43	52.08	Hour
Labor Rate	1.C.06.1.02 (2).2 - 2024 RATES	Carpenter Foreman - 2024 RATES	$84.97	$112.70	$140.43	0.79	Hour
Labor Rate	1.C.01.1.03.2	Laborer Certified (Journeyman) - 2024 RATES	$60.33	$75.73	$91.14	1.01	Hour
Labor Rate	1.C.40.1.07 (2).2 - 2024 RATE	Pipe Welder - 2024 RATES	$80.35	$105.77	$131.19	14.83	Hour
Labor Rate	1.C.52.1.07.2 - 2024 RATE	Maintenance Mechanic (for equip maint only) - 2024 RATES	$80.35	$105.77	$131.19	43.59	Hour
Labor Rate	1.C.06.1.03 (2).2 - 2024 RATE	Carpenter Journeyman - 2024 RATES	$75.73	$98.84	$121.95	156.25	Hour
Labor Rate	1.S.10.2.01 (1) (1)	Discipline Field Engineer - 2024	$150.00	$150.00	$150.00	262.00	Hour
Labor Rate	DISCIPLINE SUPERINTENDENT	Discipline Superintendent - 2024	$175.00	$175.00	$175.00	258.00	Hour
Labor Rate	1.C.03.3.02 (2).2 - 2024 RATES	Concrete Finisher Foreman - 2024 RATES	$84.97	$112.70	$140.43	0.22	Hour
Labor Rate	1.C.40.1.03 (2).2 - 2024 RATES	Pipe Journeyman (Pipefitter) - 2024 RATES	$80.35	$105.77	$131.19	779.69	Hour
Labor Rate	1.C.06.1.03 (2).2 - 2024 RATES	Carpenter Journeyman - 2024 RATES	$75.73	$98.84	$121.95	0.79	Hour
Supply Rate	6.CONC.MATERIALS.P&P	Concrete - Point & Patch Finish	$0.05	$0.00	$0.00	3.50	SF

Supply Rate	6.CONC.MATERIALS.SPRAY.CURE	Concrete - Spray Cure	$0.11	$0.00	$0.00	3.50	SF
Supply Rate	6.1CONC.FORMWORK	Formwork - STS	$8.61	$0.00	$0.00	3.50	SF
Supply Rate	6.CONC.MATERIALS.POUR.STS	Concrete - Pour STS	$2.17	$0.00	$0.00	0.25	CY
Supply Rate	6.CONC.MATERIALS.CLASS.1	Concrete - Class 1 Finish	$0.16	$0.00	$0.00	3.50	SF
Unique Rate	ALTERMAN COR-028	Alterman COR-028	($413.64)	$0.00	$0.00	1.00	Each
Unique Rate	PCO-0081 MAGNA	PCO-0081 Magna Insulation	$2,720.00	$0.00	$0.00	1.00	Each
Unique Rate	BSF PCO76R1	Business Flooring Specialists QUote 136673	$971.44	$0.00	$0.00	1.00	Each

Cost Proposal No.
28

TO: **Kiewit**

ATTN:

JOB NAME: **Sherman MBR WWTP** Date: **April 25, 2025**

REFERENCE: **WCD-39 R1 Electrical Changes**

Alterman Job # **635101**

We have reviewed the requirements of:
as it pertains to the work of our Contract.

In Compliance with the terms of our Contract Agreement, we agree to perform the changed work for:

_____ Additional Amount of **$ (413.64)**

X Deductive Amount of

_____ No Change in Contract Amount

This pricing is based on the following conditions:

X Quotation is valid for 30 days. Lack of direction concerning this work by that date will require re-evaluation of the work change.

_____ Calendar days extension of Contract time is required.

_____ Exclusions or conditions that vary from our Contract Agreement are as follows:

We have reviewed the requirements of: "COSK-PSE-WCD039 R1 and have provided the following cost propsal. This cost includes removing Air Compressor-2, Mounting of disconnect to T-500, adding RAS channel LIT, and Increase wire size to LP-700.

Bradley Ray
ALTERMAN REPRESENTATIVE

Alterman **Cost Proposal No. 28** **Description Cost Proposal: 28**

COST PROPOSAL PRICING SHEET

Prepared by: Bradley Ray

Date: 4/25/2025

A Item No.	B Description	C Units	D UM ###	E Labor Unit Cost Column S	F Labor Total Cost (C x E)	G Material Unit Cost	H Material Total Cost (C x G)	I Equipment Unit Cost	J Equipment Total Cost (C x I)	K Subcontract Unit Cost	L Subcontract Total Cost (C x K)	M Supplemental Work Sheet	N Supplemental Total Cost (C x M)	O Subtotal
	LABOR				$ -	$ -	$ -	$ -	$ -		$ -		$ -	$ -
1	Labor	3.54	LS	$ 84.18	$ 297.98	$ -	$ -		$ -		$ -		$ -	$ 297.98
		1	LS		$ -	$ -	$ -		$ -		$ -		$ -	$ -
	Materials				$ -	$ -	$ -		$ -		$ -		$ -	$ -
1	Materials	1	LS		$ -	$ (763.85)	$ (763.85)	$ -	$ -		$ -		$ -	$ (763.85)
		1	LS		$ -	$ -	$ -		$ -		$ -		$ -	$ -
	EQUIPMENT				$ -	$ -	$ -		$ -		$ -		$ -	$ -
1	Equipment	1	LS		$ -	$ -	$ -	$ -	$ -		$ -		$ -	$ -
		1	LS		$ -		$ -		$ -		$ -		$ -	$ -
	SUBCONTRACTORS				$ -		$ -		$ -		$ -	$ -	$ -	$ -
1	Subcontractors	1	LS		$ -		$ -		$ -	$ -	$ -		$ -	$ -
		1	LS		$ -		$ -		$ -		$ -	$ -	$ -	$ -
	BURDEN				$ -		$ -		$ -		$ -	$ -	$ -	$ -
	43.7% of Labor	1	LS		$ -		$ -		$ -		$ -	$ 130.22	$ 130.22	$ 130.22
		1	LS		$ -		$ -		$ -		$ -		$ -	$ -
	Per diem				$ -		$ -		$ -		$ -		$ -	$ -
					$ -		$ -		$ -		$ -		$ -	$ -
					$ -		$ -		$ -		$ -		$ -	$ -
				$ -	$ -		$ -		$ -		$ -		$ -	$ -
COLUMN SUBTOTALS					$ 297.98		$ (763.85)		$ -		$ -		$ 130.22	$ (335.65)
11.6.2.2 Fee for work by Subcontractor		5.0%									$ -			$ -
11.6.2.1 Fee for Labor and Materials		15.0%			$ 44.70		$ (114.58)		$ -					$ (69.88)
11.6.2.0 Fee for Equipment		15.0%												$ -

SUBTOTAL CHANGE ORDER AMOUNT	**$ (405.53)**
Bond and Insurance 2.0%	**$ (8.11)**
GRAND TOTAL CHANGE ORDER AMOUNT	**$ (413.64)**

CHANGE ORDER WORKSHEET
Alterman, Inc.

0	DATE : 4/25/2025
	635101
	PREPARED BY:

DESCRIPTION OF WORK PERFORMED:

COST ANALYSIS:

Labor

Position	Unit	Quantity	Labor Cost Unit	Labor Cost Total	Position Total
General Forman	HR	0.0	$53.34	$0.00	$0.00
Project Manager	HR	2.0	$120.00	$240.00	$240.00
Foreman	HR	1.0	$43.64	$43.64	$43.64
Safety	HR	0.0	$43.64	$0.00	$0.00
Journeyman	HR	0.0	$37.96	$0.00	$0.00
Apprentice	HR	0.5	$26.56	$14.34	$14.34
Laborer	HR	0.0	$35.00	$0.00	$0.00
Total Amount of Hours Labor Only		3.5	**Total Labor Cost**		$297.98

Equipment

Item	Unit	Quantity	Equipment Unit	Equipment Total	Item Total
Storage Container	Day	0.0	$10.00	$0.00	$0.00
Office Trailer	Day	0.0	$148.33	$0.00	$0.00
Gens	Day	0.0	$65.00	$0.00	$0.00
Skid	Day	0.0	$400.00	$0.00	$0.00
Trench Compactor	Day	0.0	$326.00	$0.00	$0.00
Excavator	Day	0.0	$1,022.00	$0.00	$0.00
Roller Compactor	Day	0.0	$540.00	$0.00	$0.00
Sky Trak Ext Forklift	Day	0.0	$950.00	$0.00	$0.00
Jumping Jack	Day	0.0	$96.00	$0.00	$0.00
		0.0	**Total Equipment Cost**		$0.00

Materials

Item	Unit	Quantity	Material Unit	Material Total	Item Total
From Material Worksheet	EA	1	-$763.85	-$763.85	-$763.85
	EA	1		$0.00	$0.00
			Total Material Cost		-$763.85

Subcontractors

Company	Description of Work to be Performed (Supporting Information Attached)		Item Total
			$0.00
			$0.00
		Total Subcontractor Cost	$0.00
		TOTAL	-$465.87

	Attributes	Item Description	Qty	Price U	Total Mat. $	Total Labor Mat(%)	Field Labor Lab(%)	Net Cost	Cost Code 6	Bid Item
1	3/4"	Conduit - RMC Aluminum 10' Lengths	10.000	C	16.43	0.410	4.100	164.25	100-070 || ALUMINUM CONDUIT & FITTINGS	|| 635101 WCD-039
2	1"	Conduit - RMC Aluminum 10' Lengths	-40.000	C	-96.58	-1.920	4.800	241.45	100-070 || ALUMINUM CONDUIT & FITTINGS	|| 635101 WCD-039
3	3/4"	Conduit - LFMC Aluminum Gray	3.000	C	18.12	0.149	4.950	604.09	100-140 || FLEXIBLE CONDUIT & FITTINGS	|| 635101 WCD-039
4	1"	Conduit - LFMC Aluminum Gray	-6.000	C	-59.96	-0.354	5.900	999.28	100-140 || FLEXIBLE CONDUIT & FITTINGS	|| 635101 WCD-039
5	3/4"	Elbow 90 Degree - RMC Aluminum	1.000	C	10.22	0.180	18.000	1,022.00	100-070 || ALUMINUM CONDUIT & FITTINGS	|| 635101 WCD-039
6	3/4"	Coupling - RMC Aluminum	2.000	C	10.02	0.032	1.600	501.00	100-070 || ALUMINUM CONDUIT & FITTINGS	|| 635101 WCD-039
7	3/4"	Connector - Liquidtight Aluminum w/ Ground Lug	2.000	C	61.15	0.340	17.000	3,057.44	100-070 || ALUMINUM CONDUIT & FITTINGS	|| 635101 WCD-039
8	1"	Connector - Liquidtight Aluminum w/ Ground Lug	-4.000	C	-172.61	-0.680	17.000	4,315.17	100-070 || ALUMINUM CONDUIT & FITTINGS	|| 635101 WCD-039
9	3/4"	Bushing Grounding - Aluminum	1.000	C	31.69	0.028	2.800	3,169.00	100-070 || ALUMINUM CONDUIT & FITTINGS	|| 635101 WCD-039
10	1"	Bushing Grounding - Aluminum	-2.000	C	-75.46	-0.072	3.600	3,773.00	100-070 || ALUMINUM CONDUIT & FITTINGS	|| 635101 WCD-039
11	3/4"	LB Conduit Body - RMC Aluminum	1.000	E	15.54	0.450	0.450	15.54	100-070 || ALUMINUM CONDUIT & FITTINGS	|| 635101 WCD-039
12	1"	LB Conduit Body - RMC Aluminum	-2.000	E	-49.06	-1.200	0.600	24.53	100-070 || ALUMINUM CONDUIT & FITTINGS	|| 635101 WCD-039
13	3/4"	Conduit Body Cover - Aluminum	1.000	E	8.03	0.100	0.100	8.03	100-070 || ALUMINUM CONDUIT & FITTINGS	|| 635101 WCD-039
14	1"	Conduit Body Cover - Aluminum	-2.000	E	-22.68	-0.200	0.100	11.34	100-070 || ALUMINUM CONDUIT & FITTINGS	|| 635101 WCD-039
15	3/4"	Conduit Body Gasket - Malleable or Aluminum Neoprene	1.000	E	2.97			2.97	100-010 || GALVANIZED CONDUIT & FITTINGS	|| 635101 WCD-039
16	1"	Conduit Body Gasket - Malleable or Aluminum Neoprene	-2.000	E	-7.92			3.96	100-010 || GALVANIZED CONDUIT & FITTINGS	|| 635101 WCD-039
17	3/4"	Measure Cut & Thread Labor - RMC Aluminum	3.000	C		0.600	20.000		100-070 || ALUMINUM CONDUIT & FITTINGS	|| 635101 WCD-039
18	1"	Measure Cut & Thread Labor - RMC Aluminum	-4.000	C		-0.900	22.500		100-070 || ALUMINUM CONDUIT & FITTINGS	|| 635101 WCD-039
19	3/4"	Conduit Tags	2.000	E	5.00	0.100	0.050	2.50	100-100 || MISC. CONDUIT & RACEWAY ITEMS	|| 635101 WCD-039
20	1"	Conduit Tags	-4.000	E	-10.00	-0.200	0.050	2.50	100-100 || MISC. CONDUIT & RACEWAY ITEMS	|| 635101 WCD-039
21	#14/7C	Tray Cable Multi-Conductor THHN - Copper	-140.000	M	-169.40	-2.408	17.200	1,210.00	100-310 || COPPER WIRE	|| 635101 WCD-039
22	#10/3C	Tray Cable Multi-Conductor THHN - Copper	-160.000	M	-216.00	-2.144	13.400	1,350.00	100-310 || COPPER WIRE	|| 635101 WCD-039
23	#16/1 Pair	Instrumentation Tray Cable - Shielded Twisted Pairs w/ Overall Shield - 600V	190.000	M		2.052	10.800		100-290 || LOW VOLTAGE WIRING CABLE	|| 635101 WCD-039
24		1/8" Polytwine	10.000	M	0.50	0.030	3.000	50.00	100-420 || WIRE TERMINATIONS	|| 635101 WCD-039
25	#16	Control Termination Per Wire to 600V	4.000	E	1.56	0.280	0.070	0.39	100-420 || WIRE TERMINATIONS	|| 635101 WCD-039
26	#14	Control Termination Per Wire to 600V	-14.000	E	-5.46	-1.120	0.080	0.39	100-420 || WIRE TERMINATIONS	|| 635101 WCD-039
27	#10	Control Termination Per Wire to 600V	-6.000	E	-2.34	-0.720	0.120	0.39	100-420 || WIRE TERMINATIONS	|| 635101 WCD-039
28	100A	Safety Switch Heavy Duty Non-Fusible 600V 3 Pole - NEMA 4X Stainless Steel	-1.000	E	0.00	-2.400	2.400	2,901.19	200-202 || GEAR PACKAGE	|| 635101 WCD-039
29		Level Transmitter	1.000	E		11.544	11.544		100-900 || INSTRUMENTATION & CONTROLS	|| 635101 WCD-039
30	1"	Wall Bracket, Instrumentation Tubing Raceway And Fittings	1.000	E		0.693	0.693		100-900 || INSTRUMENTATION & CONTROLS	|| 635101 WCD-039
	3/4"	2-Piece Strut Clamp - RMC / IMC Stainless Steel	2.000	C	5.78	0.133	6.630	288.90	100-130 || SUPPORTS	|| 635101 WCD-039
32	1"	2-Piece Strut Clamp - RMC / IMC Stainless Steel	-6.000	C	-19.26	-0.437	7.280	321.00	100-130 || SUPPORTS	|| 635101 WCD-039
33	1/4-20 x 1-3/8"	Sleeve Anchor w/ Acorn/Hex Head Nut - Stainless Steel 304	-8.000	C	-27.60	-0.640	8.000	345.00	100-130 || SUPPORTS	|| 635101 WCD-039
34	1-5/8" D	1-5/8" W Channel w/ Slotted Holes - Stainless Steel 316 12 Gauge 10' Lengths	-1.100	C	-16.19	-0.110	10.000	1,471.80	100-130 || SUPPORTS	|| 635101 WCD-039
35	1/4"	Flat Washer - Stainless Steel 316	-8.000	C	-0.34	-0.080	1.000	4.28	100-130 || SUPPORTS	|| 635101 WCD-039
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Change Order Reques of Project 4883(

BUSINESS FLOORING SPECIALISTS

1165 Quaker St.
Dallas, Texas 75207
Phone 214.272.6999 Fax 817.282.9933

Quote # 136673
Customer PO 7200013595
Contract # 7200013595
Date 6/5/2025
Sales Person1 Matthew Aiken
Sales Person2

For: **Acct # 1608**
817 337-7000 Fax

Kiewit Engineering Group Inc
2050 Roanoke Road
Westlake, TX 76262

Job Site

City of Sherman WasteWater Plant / VCT
302 Cliff Hestand Rd
Sherman, TX
75090
Contact: Brooke Pulver

Type	Quantity	Product Description / Labor Description	Color / Item Number / Room
Ceramic Tile			
Materials	75 SqFt	Daltile 4x4 Color Wheel Classic	X114 Desert Gray
Labor	75 SqFt	Ceramic Install - Walls	
Notes	C2 - Wall Tile		
Adhesive			
Materials	2 Each	Mapei Ultraflex LHT Mortar (Large and Heavy Tile) 50 lbs	Gray
Notes	Thinset		
Grout			
Materials	1 Each	Mapei Ultracolor Plus FA Grout - 25 lb	02 Pewter
Notes	Grout		
Freight			
Materials	1 Each	Freight Allowance	Freight Allowance

Information

Hard Tile add - 2ft up the wall from previous spec.

Total

Grand Total $971.4

Deposit Date Ck #

THIS QUOTE IS GOOD FOR 30 DAYS. AFTER THAT BFS SHALL BE REIMBURSED FOR ALL INCREASES IN THE COST OF MATERIAL, FREIGHT, TARIFFS, AND TAXES AS OF THE DATE OF PURCHASE INCLUDING OVERHEAD AND PROFIT.

IF YOU CHOOSE TO PAY VIA CREDIT CARD A 3% CONVENIENCE FEE WILL BE ASSESSED *A well-planned maintenance program that includes both preventative maintenance and regular, proper cleaning is key to making sure your flooring retains its appearance over time. Please contact your salesman or our Maintenance Department at 817-282-1600 for more details.*

STANDARD TERMS & CONDITIONS

A sales tax exempt certificate or resale certificate is required before we can proceed with your order.

Upon credit approval, Business Flooring Specialists will furnish, deliver and install the above material in accordance with all transmitted plans, specifications a general conditions for the listed price. All work is to be completed in a workmanlike manner according to standard practices. This contract supersedes any oth documents. Job site is to be broom swept and ready for floor coverings with other trades' materials and trash removed.

Unless specifically included or addressed in this proposal: excludes all demolition, repair or take up of existing floors, double layers of flooring; excludes vacuuming, damp mopping, buffing, waxing or floor protection; excludes floor floating, leveling or repair; excludes sealing of floor, cleaning or removal of oil, grease, solvents, paints, plaster, or other foreign substances; excludes asbestos control abatement; moisture mitigation; includes no attic stock of material beyond installation overage; includes work only during regular hours and for a single phase job; excludes any furniture moving; excludes any addenda beyond

Type	Quantity	Product Description Labor Description	Color / Item Number Room

the base bid; BFS must be notified if curing compounds or densifiers have been used.

Floor Preparation will be billed on a time and material basis. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above this estimate. Client is subject to payment for stored materials. Any material held over 2 weeks will be invoiced as a material draw. Business Flooring Specialists will not accept charge backs of damage or cleaning without the option to inspect clain (s) to repair or without the option to make arrangements for acceptable repairs at their expense. Monies from this contract may not be withheld to satisfy other contracts. Business Flooring Specialists is not responsible for any claims that might result from product delivery date changes beyond their control. If a manufacturer requires a deposit to manufacture/ship certain items, client will pay amount required.

Owner to carry fire, tornado and other necessary insurance. Payments not paid with above mentioned terms will be charged a maximum interest allowable by law, including any collection and attorney fees, to secure full payment of the hereunder.

This proposal is valid for thirty (30) days. Full payment is due fifteen (15) days from date of invoice unless otherwise specified.

Buyer _____ *Date* _____ *Seller* _____ *Date* _____

6/19/2025
Michael Walczyk
Kiewit
Project #24-017
MBR Building Interior Plant Water Insulation
Sherman, Texas

Scope of Work:
We propose providing an additional 120' of insulation over plant water piping located inside the MBR building, directed by Michael Walczyk on June 19, 2025. Insulation will be 1 ½" thick fiberglass pipe covers with factory applied ASJ jacket.

Base bid clarifications and exclusions apply.

Price
Materials: $1,379.00
Labor: $1,341.00
Total: $2,720.00

Due to material instability this quote is only good for 30 days.
Thanks for the opportunity.
Magna Specialty Contractors* 781 Station Dr. Suite 101, Arlington, TX 76015
www.magnaspecialtycontractors.com* gburciaga@magnaspecialtycontractors.net
Office 682-320-8668* Cell 214-417-7715
HUB 1814430109200

COHN & GREGORY

QUOTATION

Cohn & Gregory Supply, LLC
PO Box 671435
Dallas, TX 75267-1435
(817) 831-9998

Order Number	
1472296	
Order Date	Page
06/05/2025 11:04:22	1 of 2

Quote Expires On: 06/06/2025

Bill To:
Kiewit Water Facilities South
PO Box 452500
Omaha, NE 68145

Ship To:
Sherman Wastewater Treatment Plant
302 Cliff Hestand Rd
Sherman, TX 75090

Attn: KIEWITWATER AP
Customer ID: 36746
Terms: Net 30

Requested By: Michael Walczyk
Carrier: 25. Other (See Notes)
Freight Code: BILLED

PO Number	*Job Name*	*Ship Route*	*Taker*
AGR# : 7400007613			RHOLT

Quantities					*Item ID* / *Item Description*	*Pricing UOM* / *Unit Size*	*Unit Price*	*Extended Price*
Ordered	*Allocated*	*Remaining*	*UOM* / *Unit Size*	*Disp.*				

Product containing lead cannot be used for potable water service

Delivery Instructions: Monday - Friday 7:00am – 3:30pm
-Notify prior to delivery
-PPE Requirements

1.0000	0.0000	1.0000	EA		MACHINE Machining Work pick up and machine 4.57" hole in center of 30" blind flange	EA	850.0000	850.00
20.0000	0.0000	20.0000	FT		P-S6040-H 4in (NPS) 316/316L Stainless Steel Pipe ASTM A312 Welded Standard (STD) / Schedule 40s (.237in Wall Thickness) Plain End / Single Random Length	FT	44.2600	885.20

stk Haltom City **MTRs Requested**

2.0000	0.0000	2.0000	EA		S-P351-H 4in (NPS) 316L Weld LR 90 ASTM A403-WPW / 316L Stainless ASME B16.9 / Schedule 40s Buttweld Long Radius 90 Degree Elbow	EA	77.8471	155.69

stk Houston **MTRs Requested**

1.0000	0.0000	1.0000	EA		S-G181-H	EA	144.5294	144.53

Quantities					Item ID / Item Description	Pricing UOM / Unit Size	Unit Price	Extended Price
Ordered	Allocated	Remaining	UOM Unit Size	Disp.				
					4in (NPS) 316L SS 150# FFSO Flange ASTM A182 / 316L Stainless ASME B16.5 / Class 150 Flat Face Slip-On Flange			
stk Houston						**MTRs Requested**		
1.0000	0.0000	1.0000	EA		S-G181-H 4in (NPS) 316L SS 150# FFSO Flange ASTM A182 / 316L Stainless ASME B16.5 / Class 150 Flat Face Slip-On Flange	EA	144.5294	144.53
stk Houston						**MTRs Requested**		
1.0000	0.0000	1.0000	EA		S-G180-H 4in (NPS) 316L SS 150# FFBD Flange ASTM A182 / 316L Stainless ASME B16.5 / Class 150 Flat Face Blind Flange	EA	175.6588	175.66
stk Houston						**MTRs Requested**		

Total Lines: 6

SUB-TOTAL:	2,355.61
TAX:	194.33
AMOUNT DUE:	**2,549.94**
U.S. Dollars	

TRIPAC Quote - **BR-17 Brackets**

Shipping/Freight - Included
Concrete Anchors - Included
AIS/Domestic Material - Included
Support Engineering - Not Included

$ 520.00

Item #	Label	Subject	Center Line (in)	Qty	Finish	Unit Sell Price	TOTAL Sell
1		BTB_Strut_Bracket (TP-BR17)	12	1	316SS - AIS	$ 140.00	$ 140.00
2		BTB_Strut_Bracket (TP-BR17)	18	1	316SS - AIS	$ 160.00	$ 160.00
3		BTB_Strut_Bracket (TP-BR17)	30	1	316SS - AIS	$ 220.00	$ 220.00

Product Categories / Electrical / Conduit, Fittings & Strut Channel Framing / Strut Channel & Components / Strut Channel / Strut Channel, Slotted Back-to-Back: 316...

Email Print

Roll over image to zoom.

Strut Channel, Slotted Back-to-Back: 316 Stainless Steel, Polished, 12 ga Gauge, Slotted Holes

Item 36HY12 Mfr. Model S650105B58

Web Price
$882.00 / each

This item requires special shipping, additional charges may apply

Qty 1 Add to Cart

Ship Pickup

Expected to arrive Mon. Jul 21.

Ship to 75201 | Change

Shipping Weight 43 lbs

Ship Availability Terms

Products Solutions Engineering Center Support and Downloads Company

HAS-R 316 SS ANCHOR ROD

Choose options

Anchor size - D

Anchor length - L

Material composition

Head configuration

Pack size

Product options

Quantity

$274.00

16x16 Mesh 0.018" Wire Diameter Stainless Steel Woven Wire Mesh 316 -

Part # mp-00002021

Sold & shipped by Universal Wire Cloth Co.

1 Dimension(s) for this product

Wire Diameter:	Mesh Size:	Opening Size:	Open Area:
0.018 "	16x16	0.045 "	0.537 "

Available Sizes for this Product

Current:
Rolled Unless Specified At Checkout. Additional Charges Apply.

Read More Specifications | See Product Guide

2 Select length and width below or
Custom Cut

- 12" X 12" - (1 X 1 ft.) - $13.46
- 12" X 24" - (1 X 2 ft.) - $25.57
- 12" X 36" - (1 X 3 ft.) - $40.39
- 12" X 48" - (1 X 4 ft.) - $53.85
- 24" X 24" - (2 X 2 ft.) - $48.46
- 24" X 36" - (2 X 3 ft.) - $80.78
- 24" X 48" - (2 X 4 ft.) - $107.69
- 36" X 36" - (3 X 3 ft.) - $102.97
- 36" X 48" - (3 X 4 ft.) - $129.21
- 48" X 48" - (4 X 4 ft.) - $161.51
- Custom Cut - Select For Price

Add to Project List

FREE MTR AVAILABLE

See what other people are making with this product in our gallery section >

3 Update Your Quantity and Add to Your Cart

Buy More & Save up to 24%!

QTY − 1 +

$53.85 ea.

Home / Products / Fasteners / Chemical anchors

HIT-HY 270 ADHESIVE ANCHOR

1 IMAGES

Ultimate-performance injectable hybrid mortar with approvals for fastening in all masonry materials

- Base materials: Masonry (grout-filled CMU), Masonry (hollow), Masonry (multi wythe brick/unreinforced masonry), Masonry (solid)
- Base material condition (as per approval): Dry, Wet

Choose options

START OVER

Content per can/cartridge

11.16 fl oz (US) | 16.91 fl oz (US)

Return Policy

No Returns

Pack size

1 pc | 20 pc

Product options

Please select

Quantity | Total pieces

Packs

You can not see your company prices

Please Log in or register to see your company prices. Prices vary for Hawaii, Alaska and US Territories.

Discounted net

From $87.50

ADD TO CART

Home / Products / Fasteners / Chemical anchors

NEW HIT-HY 200-A V3 ADHESIVE ANCHOR

8 IMAGES 1 VIDEOS

Ultimate-performance injection mortar - fast-cure adhesive anchor approved for structural base plate anchoring and post-installed rebar connections in concrete

- Base materials: Concrete (cracked), Concrete (lightweight), Concrete (uncracked), Masonry (grout-filled CMU)
- Base material condition (as per approval): Dry, Water-filled, Wet

Choose options

START OVER

Content per can/cartridge

11.16 fl oz (US) | 16.91 fl oz (US)

Return Policy

No Returns

Pack size

1 pc

Product options

Please select

Quantity | Total pieces

Packs

You can not see your company prices

Please Log in or register to see your company prices. Prices vary for Hawaii, Alaska and US Territories.

Discounted net

From $87.25

ADD TO CART

Flat Washer: For Screw Size 1/2 in, Stainless Steel, 316, Plain, 0.531 in In Dia, 5 PK

Item 2DNZ1 Mfr. Model WAS40512

Web Price $10.05 / pkg of 5

Qty 1 Add to Cart

Ship Pickup

Expected to arrive Mon, Jul 21.

Ship to 75201 | Change

Shipping Weight 0.09 lbs

Ship Availability Terms

Add to List

Product Image Feedback Compare

Hex Nut: 1/2"-13 Thread, 7/8 in Hex Wd, 31/64 in Hex Ht, Stainless Steel, 316, Plain, 25 PK

Item 41FT92 Mfr. Model US5081.050.0001

Web Price $22.73 / pkg of 25

Qty 1 Add to Cart

Ship Pickup

Expected to arrive Fri, Jul 18.

Ship to 75201 | Change

Shipping Weight 1.549 lbs

Ship Availability Terms

Add to List

Product Image Feedback Compare

Vibration-Dampening Strut Clamp: 316 Stainless Steel, For 1 1/2 in Copper Tube, For 1 1/2 in Max. OD

Item 33KG29 Mfr. Model CN24S6

Web Price $29.32 / each

Qty 1 Add to Cart

Ship Pickup

Expected to arrive Mon, Jul 21.

Ship to 75201 | Change

Shipping Weight 0.33 lbs

Ship Availability Terms

Add to List

Product Image Feedback Compare

3/4 in	——	1-1/16 in	TPE	275 °F	3-45/64 in	1-9/16 in	$23.01

Vibration-Dampening Strut Clamp: 316 Stainless Steel, For 3/4 in Pipe, For 1 1/16 in Max. OD

Item 33KG47

Mfr. Model CN17PS6

View Product Details

Compare

Web Price $23.01 / each

Ships from supplier. Expected to arrive by end of Aug, 2025.

Ship to 75201

Qty 1 Add to Cart

Strut Channel Fitting: 1 5/8 in x 3 1/4 in For Strut Channel Size, 8 Holes, 9/16 in Hole Dia

Item 784DT6 Mfr. Model W64552

Web Price $215.30 / each

Qty 1 Add to Cart

Ship Pickup

Ships from supplier. Expected to arrive on or before Wed. Jul 23.

Ship to 75201 | Change

Shipping Weight 4.5 lbs

Ship Availability Terms

Vibration-Dampening Strut Clamp: 316 Stainless Steel, For 2 in Pipe, For 2 3/8 in Max. OD

Item 33KG53 Mfr. Model CN38P06

Web Price $50.25 / each

Qty 1 Add to Cart

Ship Pickup

Expected to arrive Mon. Jul 21.

Ship to 75201 | Change

Shipping Weight 0.45 lbs

Ship Availability Terms

Add to List

Washdown Hose Assembly: 3/4 in Hose Inside Dia., 300 psi, -40° to 200°F, Safety Orange, FGHT x MGHT

Item 53XV15 Mfr. Model H1003

Hose Length 100 ft

25 ft | 50 ft | 75 ft | 100 ft

Web Price $643.66 / each

Qty 1 Add to Cart

Ship Pickup

Expected to arrive Mon. Jul 21.

Ship to 75201 | Change

Shipping Weight 46 lbs

Ship Availability Terms

Add to List

PAPE-DAWSON ENGINEERS

DESIGN SUBMITTAL COMMENT - RESPONSE FORM
CITY OF SHERMAN - MAJOR INFRASTRUCTURE IMPROVEMENTS PROGRAM

Sherman
CLASSIC TOWN. BROAD HORIZON.

PROJECT TITLE: COSK - South WWTP - MBR
DOCUMENT NAME: **COSK-KWT-PCO-076 Updates to Electrical & Instrumentation Drawings Rev. 1**
PREPARER: Kiewit
REVIEWERS: Plummer, Pape-Dawson
RESPONDERS (Program Design Consultant): Pape-Dawson

DOCUMENT TYPE: PCO
DOCUMENT NO.: PCO 076
DATE SUBMITTED: 7/23/2025
DATE RESPONSE REQUIRED: 8/23/2025

Comment No.	Document Section/Chapter/Appendix	Page/Exhibit No./ Drawing Sheet No.	Reviewer Name/ Initials	Comment		Response / Resolution	Comments Resolved (Yes/No)
1	General		RM	Update PCO 076 based on discussions on 8/19/25 and 8/20/25. This update is expected to include impacts from plant seeding procedure changes.		CMAR has updated PCO 0076 R2 to include additional staff labor for process mechanical and plant seeding procedure changes.	

PLUMMER

Potential Change Order (PCO) Request

PROJECT NO:1422-005-03

PROJECT: South Wastewater Treatment Plant - MBR

OWNER: City of Sherman

CONTRACTOR: Kiewit Construction South

ENGINEER: Plummer Associates, Inc.

PCO NO.: 077

DESCRIPTION: **Relift Pumps Seal Water System Addition Rev. 1**

NOTIFICATION BY CONTRACTOR

The Contractor proposes to make the additions, modifications, or deletions to the Work described in the Contract Documents, as shown in Attachment "A" and requests that you take the following action:

- ☐ Notify us that you concur that this change does not require a change in Contract time or amount and issue a Field Order.
- ☒ Issue a Change Order for performing the described change. Change in Contract amount is indicated in the attached detailed cost breakdown of labor, materials, equipment and all other costs associated with this change. Impacts on Contract Time are shown in the attached revised schedule.
- ☐ Authorize the Contractor to proceed with the described change. Payment will be requested at the unit price bid.
- ☐ Authorize the Contractor to proceed with the change under the time and materials provisions of the Contract.
- ☐ Authorize this change utilizing Approval of Contingency Fund.

By: Kory Kyllo Date: 8/19/2025

ENGINEER'S RESPONSE

We respond to your request as follows: Recommended total Value of PCO 077 is $67,164.89

- ☐ We concur that this is a no cost or time change. See attached/forthcoming Field Order No. / comments.
- ☐ Your proposal is recommended to the Owner with funding authorized by use of project Contingency Fund.
- ☒ Your proposal is recommended to the Owner. See attached/forthcoming proposed Change Order.
- ☐ Proceed with the change at the unit price bid.
- ☐ Proceed with the change under the time and materials provisions of the Contract.
- ☐ Additional information is required to evaluate this request. Provide information as described in the attached comments and resubmit.
- ☐ Potential Change Order Request is not accepted.

Construction Manager: Brian Beach Date: 8/28/25

Engineer: Date: 08/28/25

Program Manager: Date: 8/28/25

Owner: Thomas J. Smith, P.E. Date: 8/29/2025

PAPE-DAWSON ENGINEERS

Project: COSK South Wastewater Treatment Plant - MBR Project

Owner: City of Sherman

Subject: Potential Change Order Review Memorandum

PCO077 – Relift Pumps Seal Water System Addition R1

Date: 8/22/25

This Potential Change Order (PCO) is provided in response to RFI COSK-KWT-RFI-0482 and RFI COSK-KWT-RFI-0492. The two RFIs give direction for the CMAR to provide seal water to the relift pumps and to provide a pump casing vent air release valve on each pump. These items were considered not needed during design and unknown to the pump supplier during submittal phase. During system startup, the pump supplier noted the requirements and the additional items were added. This PCO provides for all labor, materials, equipment, and supervision to make the required changes.

Below is a summary table of the history of this Potential Change Order (PCO) showing all submittals and total cost. Written comments and responses that were made on the PCO are included at the end of the PCO documentation.

ID Number	Source (WCD, RFI, PCM)	Title	Submitted Date	Response Date	Total Cost or (Credit)
PCO 077	COSK-KWT-DNG-RFI-0482 COSK-KWT-DNG-RFI-0492	Relift Pumps Seal Water System Addition	6/23/2025	8/15/2025	$67,164.89
PCO 077	COSK-KWT-DNG-RFI-0482 COSK-KWT-DNG-RFI-0492	Relift Pumps Seal Water System Addition **R1**	8/19/2025	8/21/2025	$67,164.89

Reviews were provided by Plummer and Pape Dawson. It is the opinion of the combined project team that the cost provided in the final revision is an accurate cost for the work added and approval is recommended.

POTENTIAL CHANGE ORDER

Kiewit

Date: 08/19/2025	Potential Change Order #: PCO-0077	Revision #: 01
To: City of Sherman (COS) 220 W. Mulberry Street Sherman, TX 75090	Contract #: 1513-U Construction Manager at Risk (CMAR)	Project: South WWTP - MBR

Drawing, Specification, Equipment Number or Other Reference: RFI 482 Relift Pumps Seal Water System Addition, RFI 492 North Plant Seal Water Line ARI Air Release Valves

Description of the Proposed Change Order Work: Relift Pumps Seal Water System Addition

CMAR received the response to COSK-KWT-DNG-RFI-0482 on April 15th, 2025, and the response to COSK-KWT-DNG-RFI-0492 on May 19th, 2025. CMAR is providing this PCO in accordance with General Conditions 1.01 A. 51., 10.01 A. and B., and 10.03 A. This PCO is also submitted in accordance with General Conditions 12.01.B.2 and the value of the Work will be determined by a mutually agreed lump sum. This mutually agreed lump sum is only applicable to this specific PCO-0077 R1.

PCO-0077 R1 consists of the addition of a seal water system at the relift pumps to cool the mechanical seals. It also consists of the addition of ARVs and piping assemblies for each relift pump.

There is no current schedule impact from the additional scope identified in this PCO.

Kiewit Water Facilities South Co.'s proposal for this package represents $67,164.89

This estimate is based on a 6-day workweek, 10 hours per day.

Kiewit has marked pages in this document “confidential” as they contain proprietary rates and other information that are trade secrets in reference to Texas Government Code 552.110.

This quote is valid for 30 days from date of submission in accordance with General Conditions 10.05 C. CMAR reserves the right to update the cost if those 30 days are exceeded.

Construction				**Estimated Effect on Contract Price**
Lump Sum ($)				Change Impact ($)
$67,164.89				**$67,164.89**

Detailed components of above categories must accompany this estimate (discipline, craft, commodity of material, etc.)

Estimated Effect on Project Schedule (calendar days)		**Estimated Effect on Contract Terms**
Substantial Completion	N/A	N/A
Final Completion	N/A	N/A

Recommended by: Kiewit Water Facilities South Co.

Project Manager: _____ Contractor _____ 8/19/2025 Date

Basis of Estimate: Relift Pumps Seal Water System Addition

Summary

1. **A – Direct Cost (Labor)**	Sub-Total	$35,257.70
2. **B – Direct Cost (Supervision)**	Sub-Total	$5,850.00
3. **C – Direct Cost (PM, Supplies, Equipment, Subs)**	Sub-Total	$20,535.82
4. **D – Indirect Cost**	Sub-Total	$0.00
5. **E – Est. B&I / COMM (1.50%)**	Sub-Total	$924.65
6. **F – G&A (9.622%)**	Sub-Total	$2,627.81
7. **G – Fee (8.50%)**	Sub-Total	$1,968.91
	Grand Total	**$67,164.89**

Initiator

Plummer responses to COSK-KWT-DNG-RFI-0482 Relift Pumps Seal Water Requirements and COSK-KWT-DNG-RFI-0492 North Plant Seal Water Line ARI Air Release Valves

Merit

Engineer directed CMAR to install a temporary seal water system and update as-builts accordingly in response to RFI-0482. The addition of ARVs and piping assemblies for each relift pump were added in response to RFI-0492.

Summary

CMAR received the response to COSK-KWT-DNG-RFI-0482 Relift Pumps Seal Water Requirements on April 15th, 2025. The response directed CMAR to install a temporary seal water system at the relift pumps and provided a sketch showing pipe and valve sizing and routing. An image of the sketch provided is shown below in Image 1.

KIEWIT WATER FACILITIES SOUTH CO.
2050 Roanoke Rd, Westlake, TX 76262

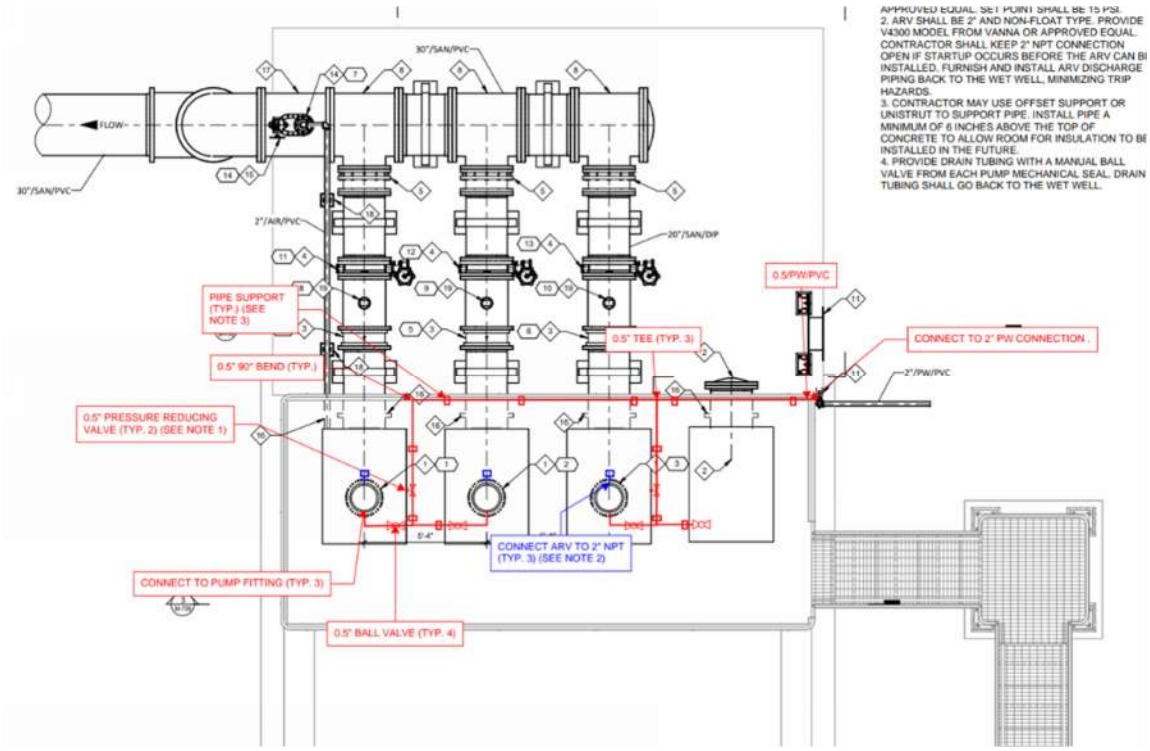


Image 1: RFI-0482 Response - Sketch from Engineer

CMAR then received the response to COSK-KWT-DNG-RFI-0492 North Plant Seal Water Line ARI Air Release Valves on May 19th, 2025. The response directed CMAR to provide ARV and piping assemblies for each relift pump per the provided sketch. An image of the sketch provided is shown below in Image 2.

KIEWIT WATER FACILITIES SOUTH CO.
2050 Roanoke Rd, Westlake, TX 76262

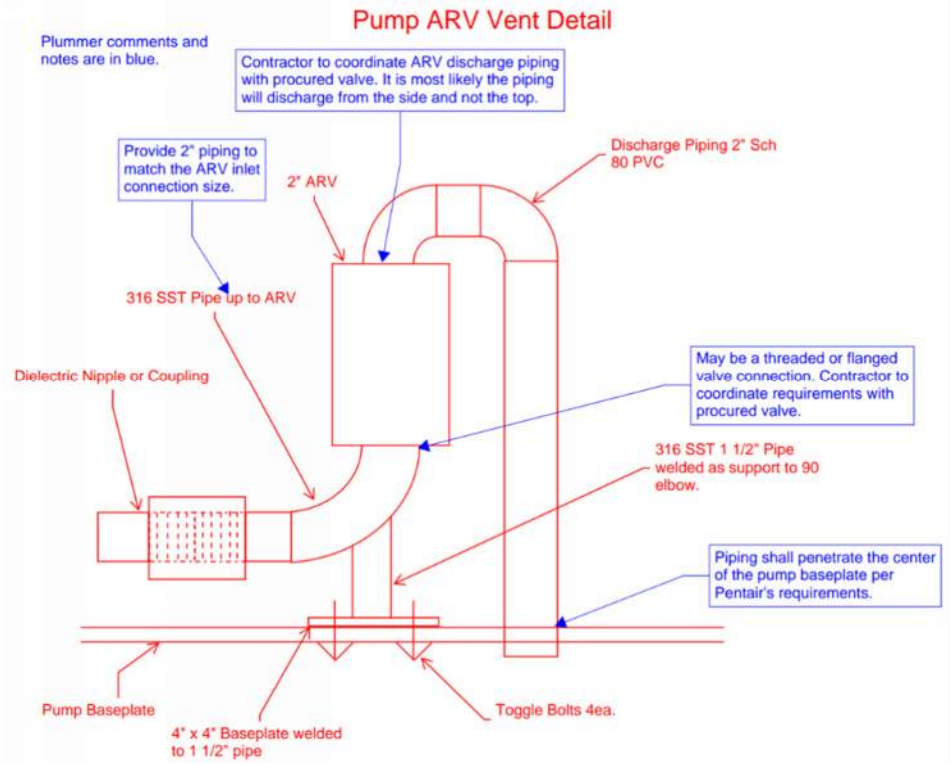


Image 2: RFI-0492 Response – Sketch provided by Engineer

PCO-077 R1 includes the material procurement and labor involved with the addition of this system.

See attachments for a breakdown.

1. **A - Direct Cost (Labor)**

Total	$35,257.70

Labor has been added for installing the additional temporary seal water system.

See attachments for a breakdown.

2. **B - Direct Cost (Supervision)**

Total	$5,850.00

The following is captured under B - Direct Cost (Supervision): A Field Engineer & Superintendent are required for PCO-0077 R1. The below breaks down the responsibilities for this additional scope of work:

KIEWIT WATER FACILITIES SOUTH CO.
2050 Roanoke Rd, Westlake, TX 76262

Field Engineer

- Review documentation to identify all changes
- Estimate reviews with change management team
- Revise existing work plans.
- Field presence
- Work with scheduling team to add new activities and/or adjust durations of CPM schedule and see if there were any schedule impacts

Superintendent

- Review revised Work Plans (Individually and with Crew)
- Field presence/Supervising additional scope
- Work with scheduling team to provide input and identify any impacts

See attachments for a breakdown.

3. **C - Direct Cost (PM, Supplies, Equipment, Subs)**

Total	$20,535.82

The following is captured under C - Direct Cost (PM, Supplies, Equipment, Subs): Permanent material, supplies, and equipment for the installation of the temporary seal water system and the ARV and piping assemblies.

See attachments for a breakdown.

4. **D - Indirect Cost**

Total	$0.00

5. **E - Est. B&I / COMM (1.50%)**

Total	$924.65

Est. Bond and Insurance / Commercial required for PCO 77 R1.

6. **F - G&A (9.622%)**

Total	$2,627.81

General and Administrative expenses required for PCO 77 R1.

KIEWIT WATER FACILITIES SOUTH CO.
2050 Roanoke Rd, Westlake, TX 76262

7. **G - Fee (8.50%)**

Total	$1,968.91

Attachments

1. COSK-KWT-DNG-RFI-0482.00 Relift Pumps Seal Water Requirements
2. COSK-KWT-DNG-RFI-0492.00 North Plant Seal Water Line ARI Air Release Valves
3. PCO 0077 R1 Cost Breakdown Structure
4. PCO 0077 R1 Resource Rate Register
5. RFI-0482 Material Backup
6. RFI-0492 Material Backup
7. PCO-R-PCO---0176.01-COSK-PSE-PCO077 Comment Form

KIEWIT WATER FACILITIES SOUTH CO.
2050 Roanoke Rd, Westlake, TX 76262

RFI

Project Name:	South Wastewater Treatment Plant - MBR	**Project Tracker No.**	1422-005-02
Contract No.:	1513-U	**Plummer CPM:**	Sherri van der Wege
RFI Name/Subject:	Relift Pumps Seal Water Requirements	**Requested Response Date:**	4/3/25
Contractor:	Kiewit Water Facilities South	**Contractor PM:**	Kory Kyllo
RFI Key Contact:	Thomas Benson	**Key Contact Phone:**	504-206-7115
Subcontractor/Vendor:	Odessa Pumps		
Specification Section:	43 21 40		
Secondary Discipline:	☐ Architectural ☐ Civil ☐ Electrical ☐ HVAC ☐ Instrumentation & Controls ☑ Proc/Mech ☐ Plumbing ☐ Structural		
Reference Drawing(s):	M-705, M-706, M-707, I-700		
RFI No.:	COSK-KWT-DNG-RFI-0482		
RFI Contents:	☐ Shop Drawing ☐ Administrative ☐ As-Builts ☐ Sample ☐ *Product Data* ☑ *Additional Information* ☐ *O&M*		
Impacts:	☑ Cost ☑ Schedule		
Question/Issue:	Spec 43 21 40.2.02.D calls for the Variable-Speed Mixed Flow Propeller Pumps at the Relift Pump Station to have Mechanical Seals lubricated using "external water". Neither drawings M-705, 706, 707 nor P&ID I-700 show an external seal water system that feeds the pumps. Pentair has communicated that, after internal discussions with Chesterton, the Chesterton 442 Seal specified per 43 22 10-PS for Relift pumps 700-PMP-111, 700-PMP-121, and 700-PMP131, is recommended to operate the seal based off both API Plans 13 and 32 in this application per the attached letter. This requires external seal water that can be provided prior to the pump starting up, with an appropriately sized ARV to allow entrapped air to escape.		
Proposed Solution:	1. Give Kiewit direction to proceed with installation and startup of pumps 700-PMP-111, 700-PMP-121, and 700-PMP-131 utilizing API Plan 13 to cool the mechanical seal, while specifying an appropriately sized ARV for allowing air to escape the pump housing. 2. Provide a WCD and design for installation of an external seal clean water system and ARV that contains the appropriate measures to cool/flush the bearings/seal per Pentair and Chesteron's recommendations in the attached letter.		

☒ Contractor hereby certifies that (i) Contractor has complied with the requirements of Contract Documents in preparation, review and submission of designated RFI and (ii) the RFI is completed and in accordance with the Contract Documents and requirements of laws and regulations and governing agencies.
Contractor (Authorized by): Thomas Benson

RFI Package Response Status (Approved, Rejected, Response as Noted):	
RFI Status:	
Comments:	See attached response

g. Fiber optic cable patch panel.
h. Ethernet switch with fiber optic port.
i. Provide terminal strips in enclosure, all external wiring shall terminate to a terminal strip.

D. Sealing System:

1. ~~Each pump shall be provided with a tandem mechanical rotating shaft seal system Seals shall run in an oil reservoir. Lapped seal faces must be hydrodynamically lubricated at a constant rate. The lower seal unit, between the pump and oil chamber, shall contain one stationary and one positively driven rotating tungsten carbide ring. The upper seal unit, between the oil sump and motor housing, shall contain one stationary tungsten carbide ring and one positively driven rotating carbon ring. Each interface shall be held in contact by its own spring system.~~

2

~~2. The seals shall require neither maintenance nor adjustment, but shall be easily inspected and replaceable. The following seal types shall not be considered acceptable or equal to the dual independent seal specified. Shaft seals without positively driven rotating members, or conventional double mechanical seals containing either a common single or double spring acting between the upper and lower units. This conventional system requires a pressure differential to offset external pressure and to affect sealing.~~

~~3. Each pump shall be provided with an oil chamber for the shaft sealing system. The oil chamber shall house a pressure equalizer ring filled with air for oil pressure compensation. The drain and inspection plug, with positive anti-leak seal, shall be easily accessible from the outside.~~

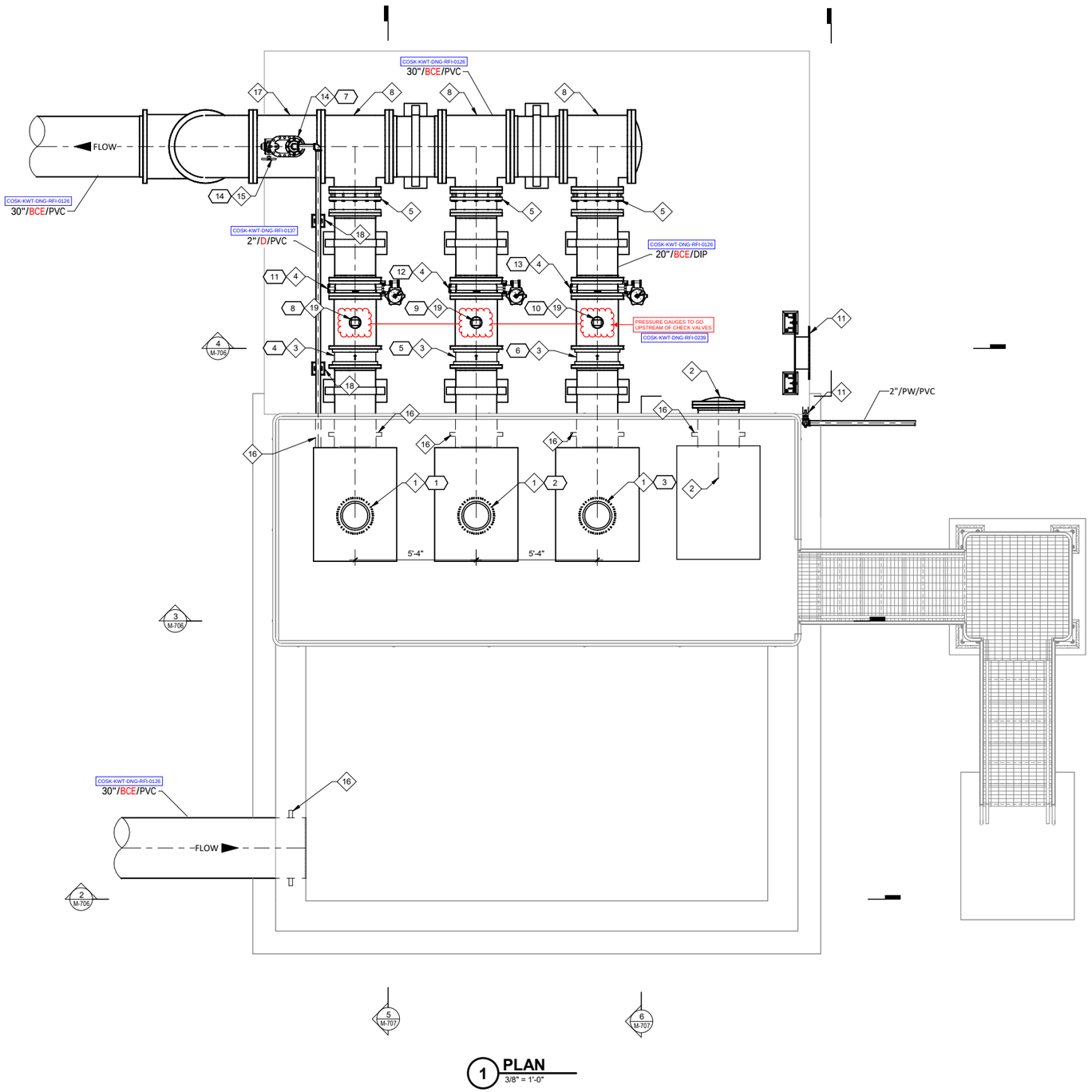
1. Each pump shall be supplied with mechanical seals. Silicon carbide to tungsten carbide seal faces shall be provided at a minimum. Seals shall be lubricated with external water. The seals shall require neither maintenance nor adjustment but shall be easily inspected and replaceable.

E. Bearings: The motor shaft shall rotate on 2 permanently lubricated bearings. The upper bearings shall be a cylindrical roller bearing and the lower bearing consists of double row contact ball bearings in tandem coupling to carry thrust together with one cylindrical roller bearing to carry radial load. Bearing life shall be a minimum of L-10 rating of 40,000 hours. The manufacturer shall provide data and calculations to verify the selection of bearings to meet these standards.

F. Wear Rings: A wear ring system shall be installed to provide sealing between the bowl assembly and the impeller. The rotating wear ring shall be of 316 stainless steel. The stationary wear ring shall be made of nitrile rubber molded over a steel ring insert. The clearance between wear rings shall be between 1/64-inch through 1/32-inch.

G. Cable: The pump motor cable shall be suitable for submersible pump application with P-MSHA approval. Cable sizing shall conform to NEC specifications for pump motors. Provide conductors for pump power moisture seal contact, stator temperature contact, and strip heater. Provide 8 feet of slack cable for connection to local junction box.

ISSUED FOR CONSTRUCTION



1 **PLAN**
3/8" = 1'-0"

GENERAL NOTES

1. CONTRACTOR SHALL PROVIDE ALL FITTINGS, PIPING, PIPE SUPPORTS, MATERIALS, EQUIPMENT AND APPURTENANCES AS REQUIRED FOR A COMPLETE AND OPERABLE SYSTEM.
2. REFER TO CIVIL DRAWINGS FOR PIPING CONTINUATIONS.

KEY NOTES

1	AXIAL FLOW PROPELLER PUMP
2	20" BLIND FLANGE
3	20" FL DOUBLE DISK CHECK VALVE
4	20" FL BUTTERFLY VALVE
5	20" FLANGED COUPLING ADAPTER
8	30"X20" FL REDUCING TEE
11	FREE STANDING HOSE RACK AND HOSE VALVE. SEE STANDARD DETAIL 304
14	4" AIR RELEASE/AIR VACUUM VALVE. SEE STANDARD DETAIL 302
15	4" FL PLUG VALVE
16	STL OR DIP WALL FITTING. SEE STANDARD DETAIL 320
17	30" X 4" FL REDUCING TEE COSK-KWT-DNG-RFI-0184
18	ADJUSTABLE PIPE SUPPORT. SEE STANDARD DETAIL 352
19	PRESSURE INSTRUMENT. SEE STANDARD DETAIL M294

(#) EQUIPMENT TAGS:

1. 700-RLP-141
2. 700-RLP-131
3. 700-RLP-121
4. 700-CV-141
5. 700-CV-131
6. 700-CV-121
7. 700-ARV-111
8. 700-PI-141
9. 700-PI-131
10. 700-PI-121
11. 700-BFV-141
12. 700-BFV-131
13. 700-BFV-121
14. 700-PV-111

Applicable References:
GC-PLA-KWT-0116.00
WCD-006
KIEWIT-RLR-000009
COSK-KWT-DNG-RFI-0126
KIEWIT-RLR-000014
COSK-KWT-DNG-RFI-0137
KIEWIT-RLR-000022
COSK-KWT-DNG-RFI-0184
KIEWIT-RLR-000033
COSK-KWT-DNG-RFI-0239

Mead&Hunt
TBPELS FIRM NO. F-8909
PLUMMER
6300 LA CALMA DRIVE, STE 400 | AUSTIN, TX 78752
512.452.5905 | TBPE REGISTERED FIRM NUMBER F-13

NO.	DATE	REVISION	BY
0	03/20/2024	ISSUED FOR CONSTRUCTION	CGS

Sherman
CLASSIC TOWN, BROAD HORIZON.

CITY OF SHERMAN
SOUTH WASTEWATER TREATMENT PLANT - MBR

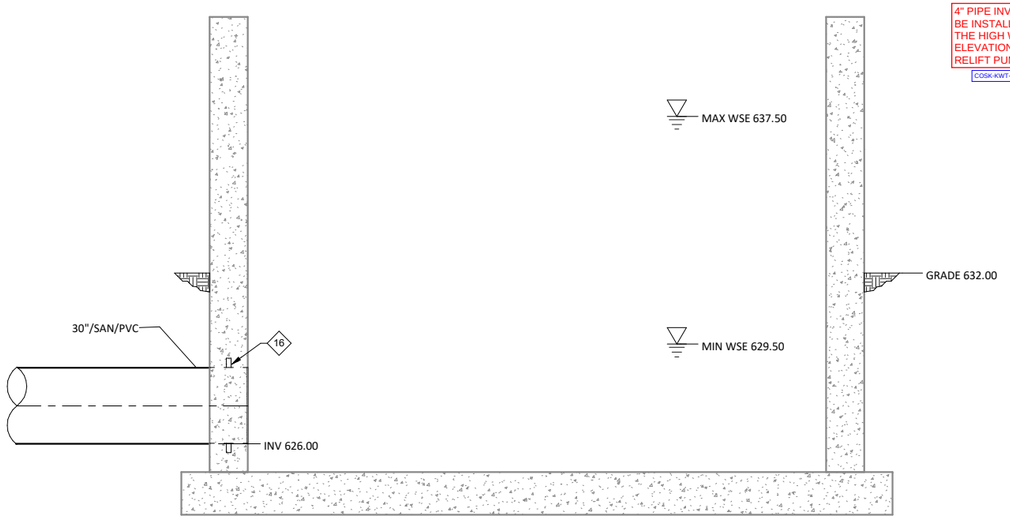
PROCESS MECHANICAL
RELIFT PUMP STATION PLAN

STATE OF TEXAS
CHARLOTTE G. SMITH
90300
LICENSED PROFESSIONAL ENGINEER
03/20/2024
Charlotte G. Smith

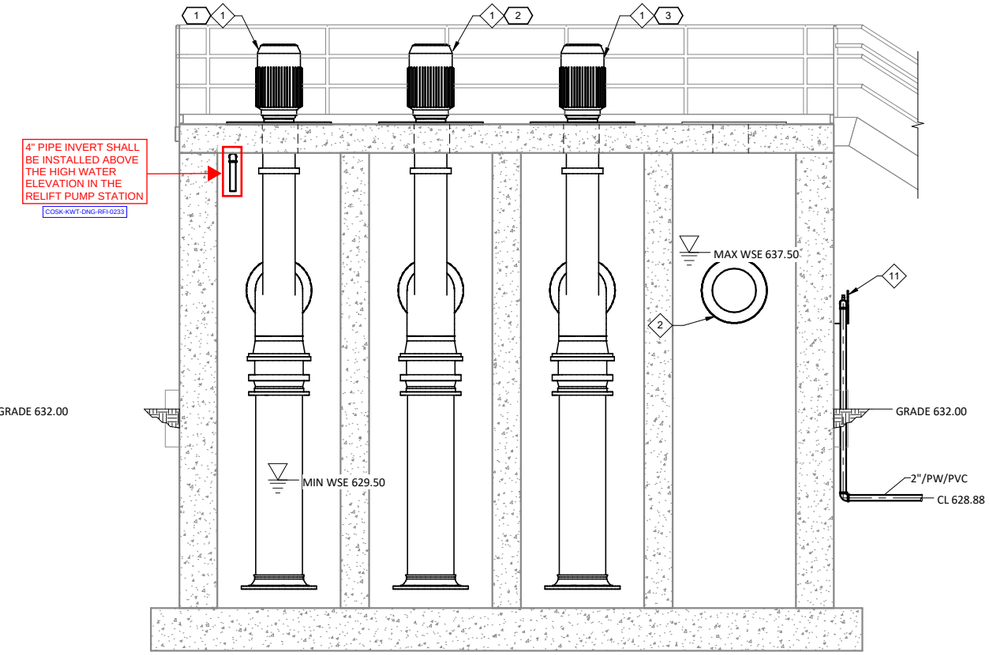
IF THIS BAR DOES NOT MEASURE ONE INCH, DRAWING IS NOT TO LABELED SCALE

DESIGNED	CGS
DRAWN	JDN
CHECKED	MAP
REVIEWED	MAP
Seq.	of
Dwg. No.	M-705
	1422-005-02

ISSUED FOR CONSTRUCTION



2 SECTION
3/8" = 1'-0"



3 SECTION
3/8" = 1'-0"

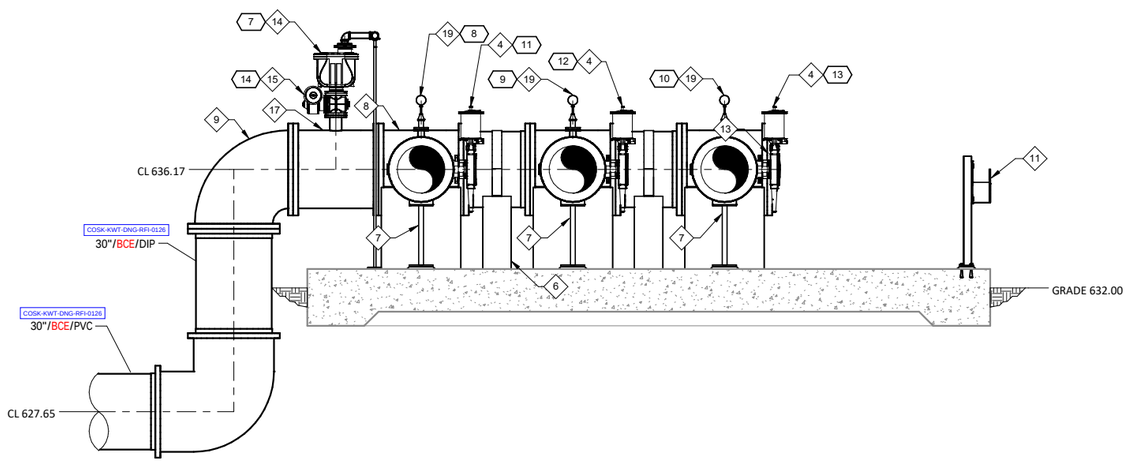
KEY NOTES

1	AXIAL FLOW PROPELLER PUMP
2	20" BLIND FLANGE
4	20" FL BUTTERFLY VALVE
6	CONCRETE PIPE SUPPORT. SEE STANDARD DETAIL 351
7	FLANGE MOUNT PIPE SUPPORT. SEE STANDARD DETAIL 344
8	30"X20" FL REDUCING TEE
9	30" 90° FL ELBOW
11	FREE STANDING HOSE RACK AND HOSE VALVE. SEE STANDARD DETAIL 304
13	30" BLIND FLANGE
14	4" AIR RELEASE/AIR VACUUM VALVE. SEE STANDARD DETAIL 302
15	4" FL PLUG VALVE
16	STL OR DIP WALL FITTING. SEE STANDARD DETAIL 320
17	30"X2" FL REDUCING TEE
19	PRESSURE INSTRUMENT. SEE STANDARD DETAIL M294

(#) EQUIPMENT TAGS:

1. 700-RLP-141
2. 700-RLP-131
3. 700-PLP-121
7. 700-ARV-111
8. 700-PI-141
9. 700-PI-131
10. 700-PI-121
11. 700-BFV-141
12. 700-BFV-131
13. 700-BFV-121
14. 700-PV-111

Applicable References:
GC-PLA-KWT-0116.00
WCD-006
COSK-KWT-DNG-RFI-0126
KIEWIT-RLR-000009
COSK-KWT-DNG-RFI-0233
KIEWIT-RLR-000040



4 SECTION
3/8" = 1'-0"

Mead&Hunt
TBPELS FIRM NO. F-8909
PLUMMER
6300 LA CALMA DRIVE, STE 400 | AUSTIN, TX 78752
512.452.5905 | TBPE REGISTERED FIRM NUMBER F-13

NO.	DATE	REVISION	BY
0	03/20/2024	ISSUED FOR CONSTRUCTION	CGS

Sherman
CLASSIC TOWN, BROAD HORIZON.

CITY OF SHERMAN
SOUTH WASTEWATER TREATMENT PLANT - MBR

PROCESS MECHANICAL
RELIFT PUMP STATION SECTIONS I

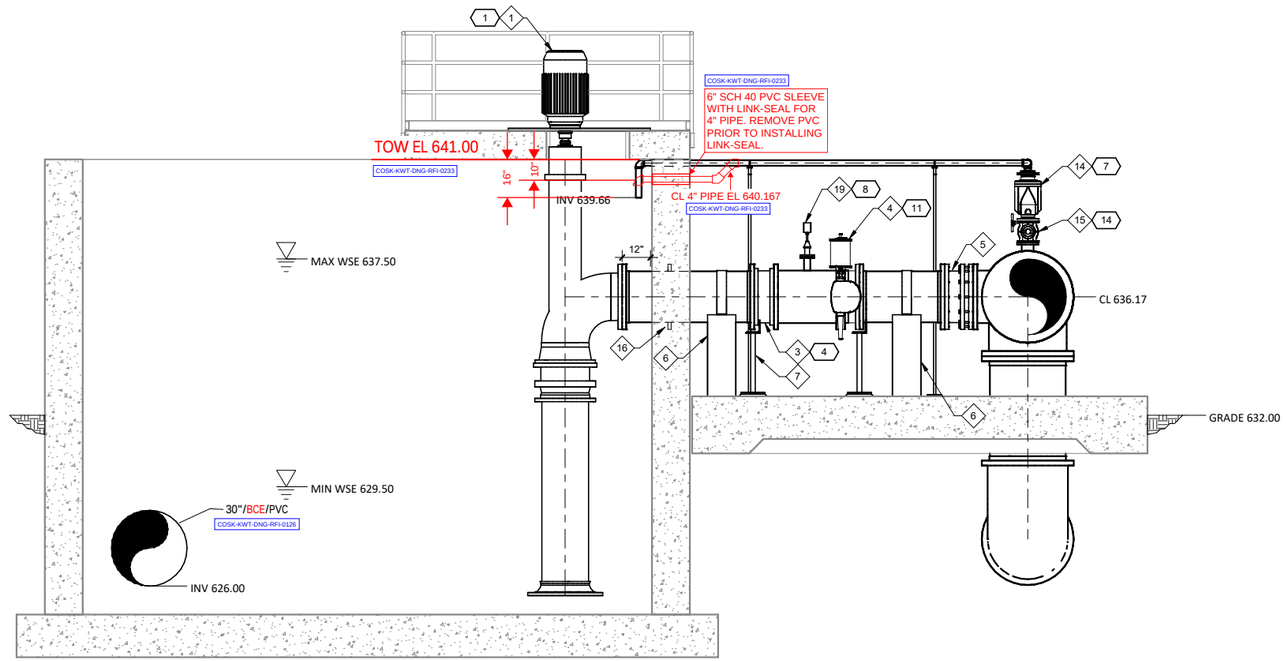
STATE OF TEXAS
CHARLOTTE G. SMITH
90300
LICENSED
PROFESSIONAL ENGINEER
03/20/2024

IF THIS BAR DOES NOT MEASURE ONE INCH, DRAWING IS NOT TO LABELED SCALE

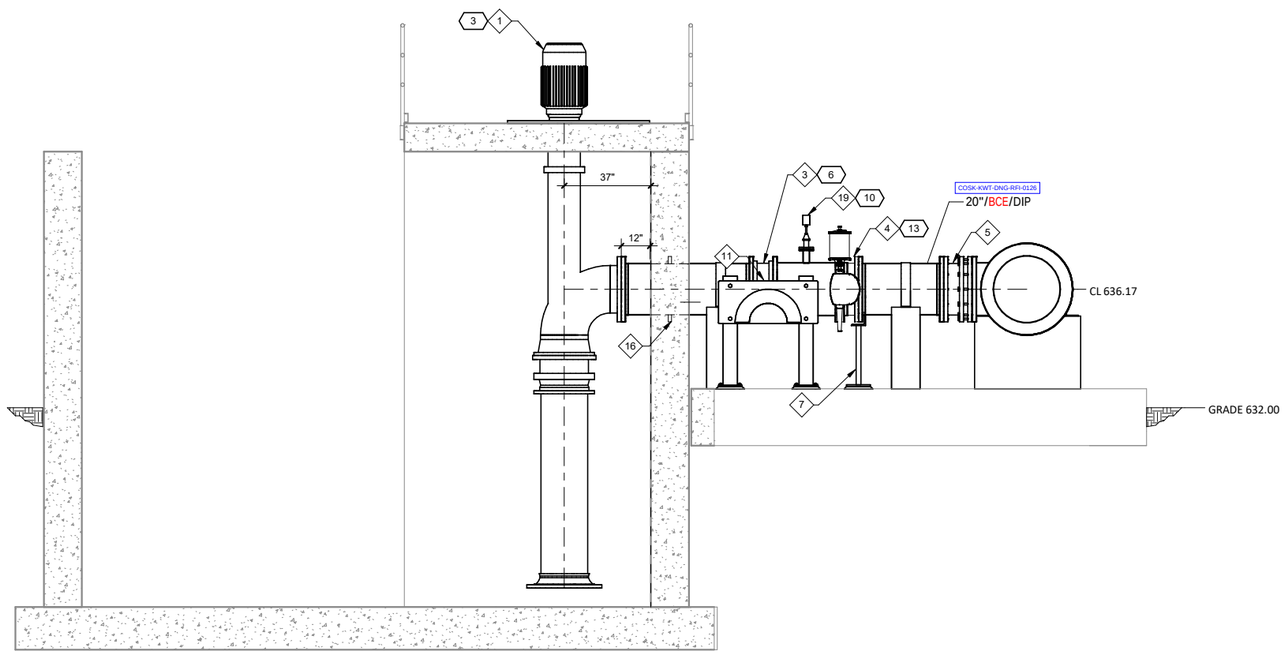
DESIGNED	CGS
DRAWN	JDN
CHECKED	MAP
REVIEWED	MAP
Seq.	of
Dwg. No.	M-706

1422-005-02

ISSUED FOR CONSTRUCTION



5 SECTION
3/8" = 1'-0"



6 SECTION
3/8" = 1'-0"

KEY NOTES

1	AXIAL FLOW PROPELLER PUMP
3	20" FL DOUBLE DISK CHECK VALVE
4	20" FL BUTTERFLY VALVE
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15	4" FL PLUG VALVE
16	STL OR DIP WALL FITTING. SEE STANDARD DETAIL 320
19	PRESSURE INSTRUMENT. SEE STANDARD DETAIL M294

EQUIPMENT TAGS:

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3.	700-RLP-131
6.	700-CV-121
7.	700-ARV-111
8.	700-PI-141
10.	700-PI-121
11.	700-BFV-141
13.	700-BFV-121
14.	700-PV-111

Applicable References:
GC-PLA-KWT-0116.00
WCD-006
COSK-KWT-DNG-RFI-0126
KIEWIT-RLR-000009
COSK-KWT-DNG-RFI-0233
KIEWIT-RLR-000040

Mead&Hunt
TBPELS FIRM NO. F-8909
PLUMMER
6300 LA CALMA DRIVE, STE 400 | AUSTIN, TX 78752
512.452.5905 | TBPE REGISTERED FIRM NUMBER F-13

NO.	DATE	REVISION	BY
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Sherman
CLASSIC TOWN, BROAD HORIZON.

CITY OF SHERMAN
SOUTH WASTEWATER TREATMENT PLANT - MBR

PROCESS MECHANICAL
RELIFT PUMP STATION SECTIONS II

STATE OF TEXAS
CHARLOTTE G. SMITH
90300
LICENSED
PROFESSIONAL ENGINEER
03/20/2024

IF THIS BAR DOES NOT MEASURE ONE INCH, DRAWING IS NOT TO LABELED SCALE

DESIGNED CGS
DRAWN JDN
CHECKED MAP
REVIEWED MAP

Seq. of

Dwg. No. M-707

1422-005-02

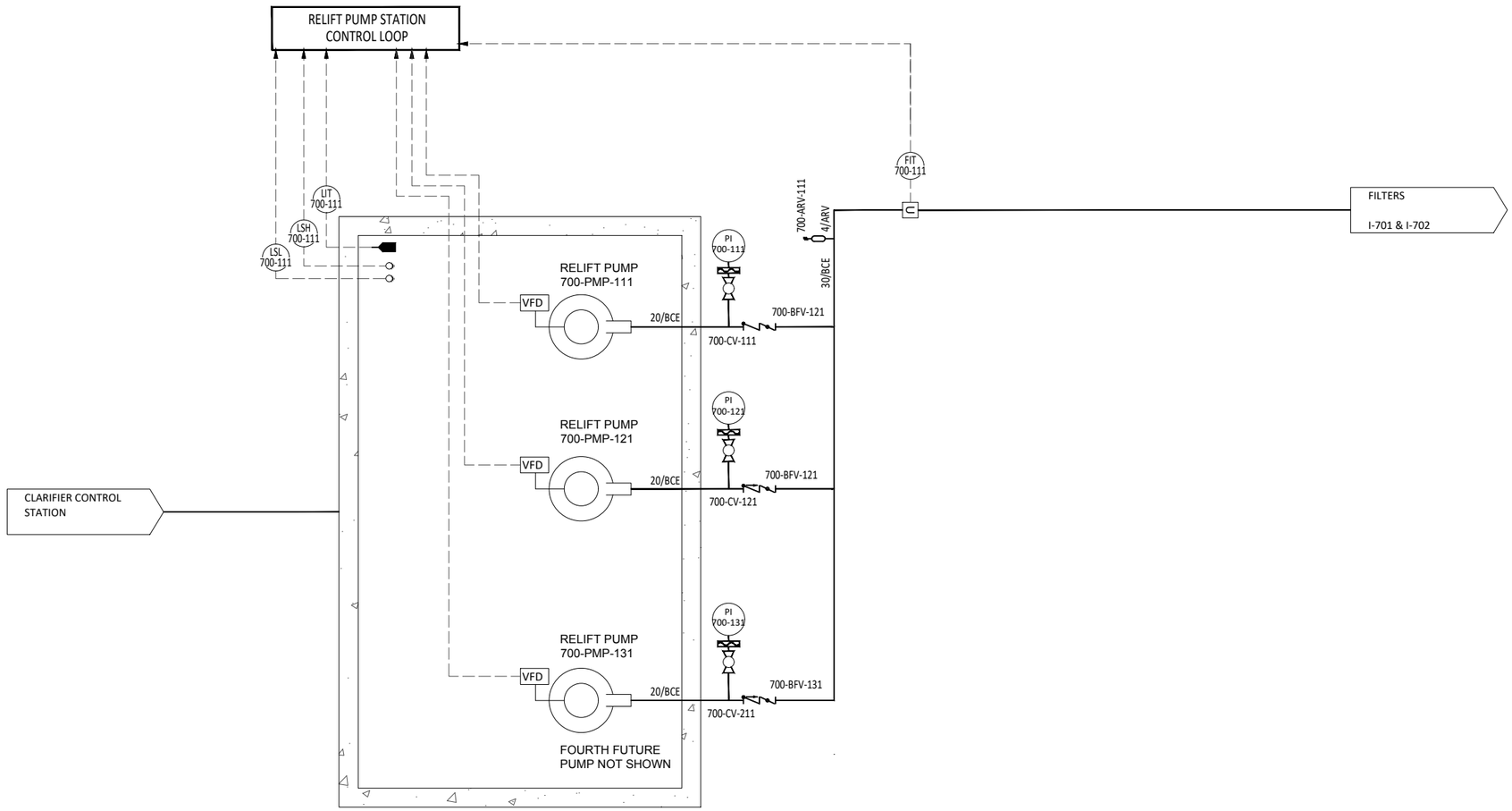
ISSUED FOR CONSTRUCTION

PROCESS DESCRIPTION

CLARIFIER OVERFLOW WILL FLOW TO THE RELIFT PUMP STATION FROM THE EXISTING CLARIFIER CONTROL STATION. RELIFT PUMPS WILL OPERATE TO PUMP THE DESIRED FLOW TO THE FILTERS.

DESIGN PARAMETERS

PARAMETER	WET WELL
PUMP QUANITY	3
PUMP CAPACITY	2,083 GPM @5' TDH (MIN) 4,1670 GPM @ 15' TDH (MAX)
PUMP MOTOR	115HP, 480 V, 3 PHASE, 60 HZ 30HP, 480 V, 3 PHASE, 60 HZ
DIMENSIONS (L x W x H)	20'x20'x16'



CONTROL NARRATIVE

- THE CONTROL NARRATIVE LISTED BELOW IS A SIMPLIFIED DESCRIPTION, REFER TO THE ELECTRICAL, INSTRUMENTATION AND CONTROL DRAWINGS AND SPECIFICATIONS FOR DETAILED REQUIREMENTS.

HARDWIRED INTERLOCKS/INSTRUMENTATION

- WET WELL TO HAVE A LOW-LEVEL FLOAT SWITCH WHICH WILL LOCKOUT THE PUMPS AND PREVENT PUMP CAVITATION WHEN LOW LEVEL IS REACHED AND LEVEL TRANSMITTER FAILS.

RELATED CONTROL LOOP INSTRUMENTATION

FLOWMETER 700-FIT-111

NORMAL SEQUENCE OF OPERATION

- THE PUMPS WILL OPERATE BASED ON THE DOWNSTREAM FLOW METER TO MINIMIZE FLUCTUATIONS IN FLOW TO DOWNSTREAM FILTERS. PUMPS TO ALTERNATE, SO THE SAME PUMP DOES NOT START EACH TIME.
- THE PUMPS TO HAVE VFD'S.

SYSTEM INPUTS/OUTPUTS

THE SYSTEM INPUTS/OUTPUTS IS A SUMMARY OF EQUIPMENT VALVES, AND INSTRUMENTATION ON THE TYPE OF CONNECTION INTO THE CONTROL SYSTEM. REFER TO THE SPECIFICATIONS AND OTHER DRAWINGS FOR ADDITIONAL DETAILS.

INPUT:

- LEVEL TRANSMITTER
- HIGH LEVEL SWITCH
- LOW LEVEL SWITCH

OUTPUT:

- WET WELL LEVEL.
- HIGH LEVEL ALARM.
- LOW LEVEL PUMP LOCKOUT AND ALARM.

Applicable References:
GC-PLA-KWT-0116.00
WCD-006
KIEWIT-RLR-000033
COSK-KWT-DNG-RFI-0239

Mead&Hunt
TBPELS FIRM NO. F-6950
PLUMMER
6300 LA CALMA DRIVE, STE 400 | AUSTIN, TX 78752
512.452.5905 | TBPE REGISTERED FIRM NUMBER F-13

NO.	DATE	REVISION	BY
0	03/20/2024	ISSUED FOR CONSTRUCTION	MAP

Sherman
CLASSIC TOWN. BROAD HORIZON.

CITY OF SHERMAN
SOUTH WASTEWATER TREATMENT PLANT - MBR

PROCESS AND INSTRUMENTATION DIAGRAM
RELIFT PUMP STATION

STATE OF TEXAS
CHARLOTTE G. SMITH
90300
LICENCED
PROFESSIONAL ENGINEER
03/20/2024

IF THIS BAR DOES NOT MEASURE ONE INCH, DRAWING IS NOT TO LABELED SCALE

DESIGNED	CGS
DRAWN	DT
CHECKED	RRF
REVIEWED	MAP
Seq.	of
Dwg. No.	I-700
	1422-005-02

Pentair Letter

PENTAIR FAIRBANKS NIJHUIS™

April 2, 2025

Odessa Pumps and Equipment, Inc.
PO Box 60429
Midland, TX 79711-0429

Subject:	Purchase Order Number:	PO-0053556
	Sales Order Number:	53585805
	Project:	0914671

To Whom It May Concern:

To cool the Chesterton 442 mechanical seal on each respective pump, Fairbanks Nijhuis and Chesterton both recommend API 32 flushing with ~1.5gpm of clean water being supplied to the mechanical seal at 10-15 psi above the pump operating pressure. As noted in Chesterton's letter, an API 13 line should also be installed to allow any potential trapped air within the seal to escape.

An API 13 flush plan is not recommended as the primary source to cool the mechanical seal and upper bearing since the pumps produce low head which creates concerns of getting water to the mechanical seal with ample pressure and sufficient flow through the mechanical seal to effectively cool the components within the mechanical seal (456) as well as the packing box bushing/bearing (17A). Fairbanks Nijhuis estimates that greater than 10ft of head measured at the centerline of the discharge elbow, is required to supply 1.5gpm of product water to the mechanical seal for cooling purposes (with specific reference to this application). Referencing the system head curves shown on our submittal curve, there is only one system head curve that produces over 10ft of head and this is the high system curve with two pumps in operation. None of the other system head curves produce sufficient pressure to cool the seal effectively using only an API 13 configuration. Hence, the recommendation for API 32 flushing stands.

In addition, please keep in mind that with the pump discharge elbow below grade, the air entrapped between the pump's discharge elbow and the mechanical seal should be vented through an appropriately sized ARV. The pedestal is already equipped with a NPT coupling for this reason.

Reference the appendices for specific materials being reference above. If you have any further questions, please do not hesitate to contact me directly.

Kind Regards,

Andries "Andy" Strydom
Project Manager
Office: +1 (913) 748-4281 (Direct)
Mobile: +1 (913) 449-8441
andy.strydom@pentair.com

Website: www.pentair.com

Appendices

i) Appendix A - Chesterton’s Letter
ii) Appendix B - Material List
iii) Appendix C - Assembly Drawing
iv) Appendix D - API 13 Arrangement
v) Appendix E - API 32 Arrangement
vi) Appendix F - Submittal Curve
vii) Appendix G - IOM page referencing the seal water requirements

Appendix A - Chesterton’s Letter

CHESTERTON
Global Solutions, Local Service.

18 March 2025

Kodi Maduka
Odessa Pump
2985 Red Hawk Dr.
Grand Prairie, TX. 75052

RE: Vertical Turbine Sealing: No flush water, 1-1/2'' Shaft, 20 hp @ 900 rpm, non-potable water.

Dear Kodi,

As we discussed, running without flush is dependent on whether the water level in the pump is at the level of the mechanical seal prior to start up. Predicated on the seal face selection that you utilize in this application; cooling water must reach the seal very quickly or else the seal will heat up and fail.

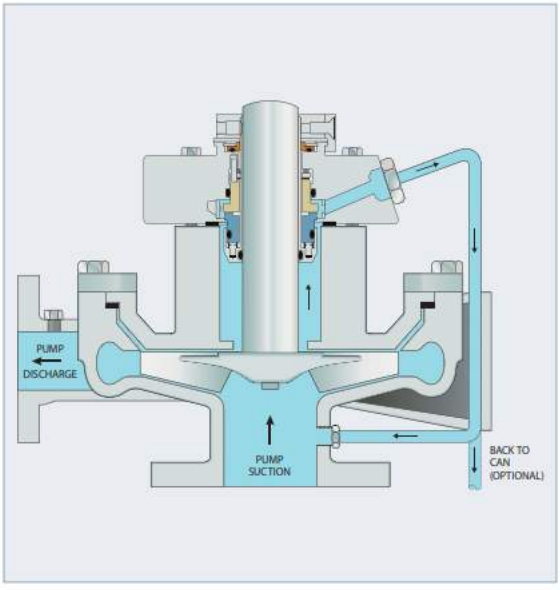
As seal manufacturers, we don't recommend this method. We recommend having the seal fully in the flush water or fluid pumped prior to start up. There are many ways to achieve this, and we discussed a few; but you really must keep the seal cooled or it will develop excessive heat in the seal which will lead to shortened seal life and failure.

In a vertical application we will also recommend a Plan 13, to remove the potential trapped air at the mechanical seal. Diagram below:

PLAN 13

Suction Recirculation

What	Suction recirculation through an orifice to the flush port of the seal.
Why	To vent the seal chamber area and/or to reduce the seal chamber pressure.
When	Seal chamber pressure must be reduced to increase/improve seal life or when solids in the process are accumulating around the seal faces. Used for seal chamber venting in a vertical pump.



You also need to consider if there are any solids in the non-portable water. This would determine our face combination recommendation.

We hope this helps you Kodi. Please discuss with your customer to determine the course they want to take.

Please feel free to reach out with any questions or comments.

Sincerely,

John Sousa

OEM Business Development Manager – Central U.S.
Tel: 978.469.6326
Mobile: 978.764.8757

Email: sousajd@chesterton.com

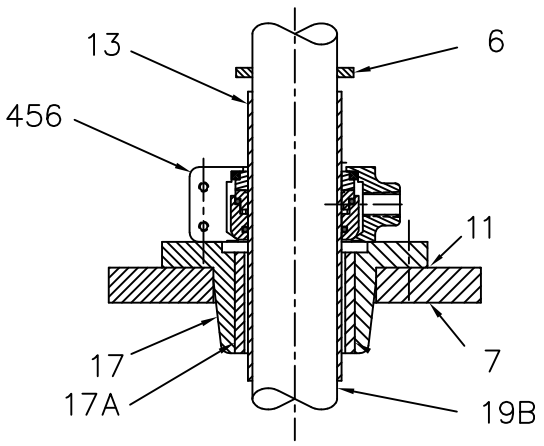
Appendix B - Material List

Fairbanks Nijhuis
Material Specifications

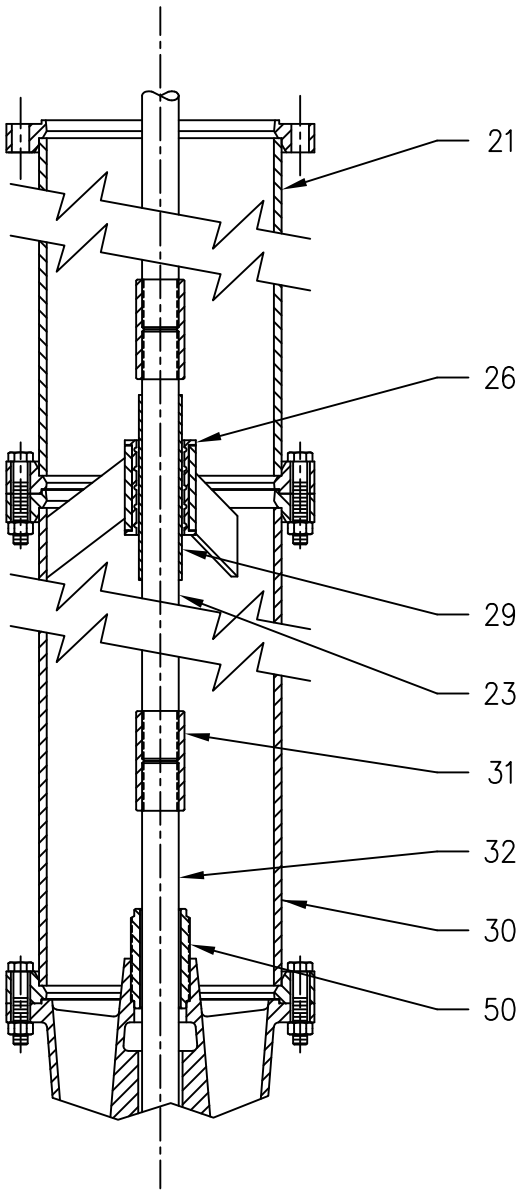
Item	Description	Material	Specification
1	Top Shaft Adjusting Nut	Steel	A108 Gr. 12l14
6	Water Slinger	Rubber	Neoprene
11	Gasket	Tag Board	F104
16	Column Flange Gasket	Tag Board	F104
17	Seal Box	Stainless Steel	A743 GR CF-8M
17A	Seal Box Bushing	Bronze	B505 Al 932
19A	Motor Shaft	Stainless Steel	A276 S31600
19B	Top Shaft	Stainless Steel	A276 S31600
21	Top Column	Stainless Steel	A167 S31603 & A312 GR TP316L
23	Lineshaft	Stainless Steel	A276 S31600
26	Bearing	Neoprene	Commercial
27A	Thrust Ring	Stainless Steel	A743 GR CA-15
29	Shaft Sleeve	Stainless Steel	AISI 304
30	Column	Stainless Steel	A167 S31603 & A312 GR TP316L
31	Shaft Coupling	Stainless Steel	A276 S31600
32	Pump Shaft	Stainless Steel	A582 S41600 MOD
33	Discharge Bowl	Stainless Steel	A743 GR CF-8M
34	Top Bowl Bearing	Bronze	B505 Alloy 932
36A	Bowl Capscrews	Stainless Steel	AISI 316
36B	Bowl Capscrew Nuts	Stainless Steel	AISI 316
38	Propeller	Ni-Al-Bronze	B148 C95800
38A	Propeller Key	Stainless Steel	A276 S31600
40	Suction Bell	Stainless Steel	A743 GR CF-8M
41	Suction Bearing	Bronze	B505 Alloy 932
50	Connector Bearing	Bronze	B505 Alloy 932
52	Underground Elbow	Stainless Steel	A167 S31603 & A312 GR TP316L
58	Sand Collar	Stainless Steel	AISI 316
59	Suction Bowl Plug	Stainless Steel	AISI 316
62	Pedestal	Steel	A53 & A36
88	Set Screw	Stainless Steel	AISI 316
95	Foundation Plate	Steel	A53 & A36
456	Mechanical Seal	---	Commercial
	Bowl Bolting	Stainless Steel	AISI 316
	Column Bolting	Stainless Steel	AISI 316
	Discharge Head Bolting	Steel	Commercial

Notes:
1. All material specifications are ASTM unless otherwise noted and are or description of chemistry only.

Appendix C - Assembly Drawing



442 Mechanical Seal



OPEN LINESHAFT
20" COLUMN

PENTAIR FAIRBANKS NIJHUIS

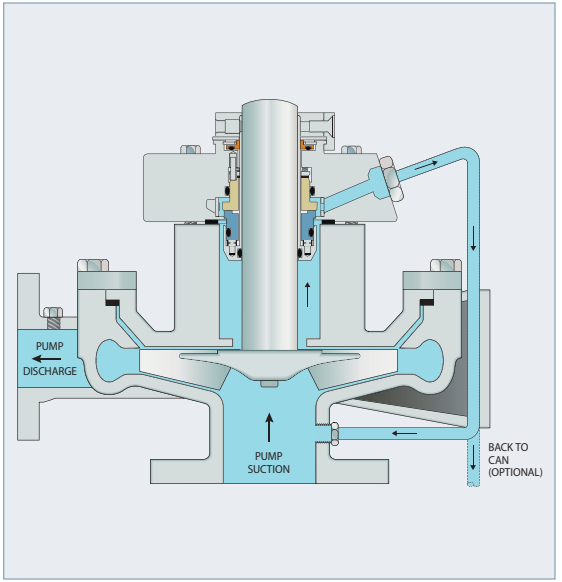
DWG NO 0914671AC REV NO 0

Appendix D - API 13 Figure

PLAN 13

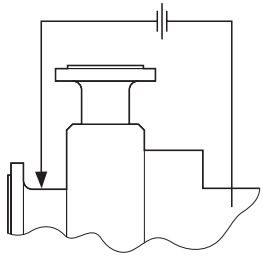
Suction Recirculation

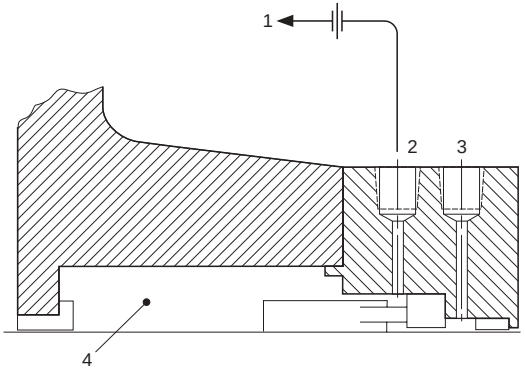
What	Suction recirculation through an orifice to the flush port of the seal.
Why	To vent the seal chamber area and/or to reduce the seal chamber pressure.
When	Seal chamber pressure must be reduced to increase/improve seal life or when solids in the process are accumulating around the seal faces. Used for seal chamber venting in a vertical pump.



KEY

1 — To Pump Suction
2 — Flush (F)
3 — Quench/Drain (Q/D)
4 — Seal Chamber





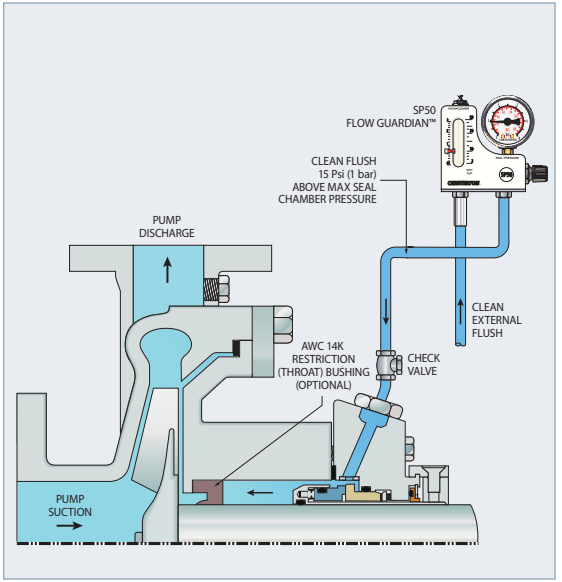
Drawing reproduced from ANSI/API Standard 682, *Third Edition, September 2004, courtesy of the American Petroleum Institute.*

Appendix E - API 32 Figure

PLAN 32

Clean Flush

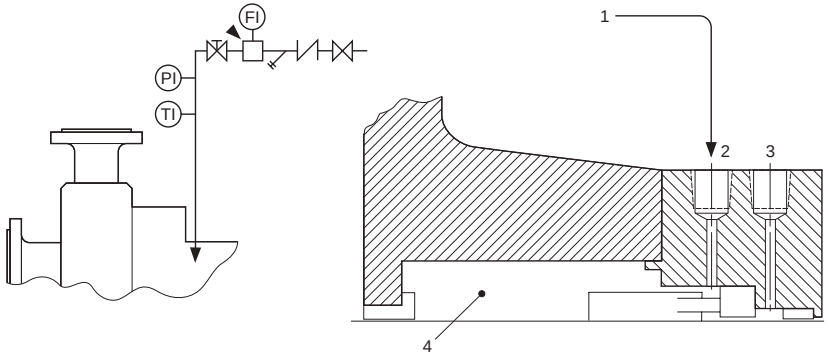
What	Clean flush from an external source.
Why	To cool and lubricate the seal faces; to provide clean fluid at the seal interface and prevent the buildup of solids in dirty process fluids.
When	Used with a product with excessive solids, crystallizing product, or a product with a low vapor pressure.



KEY

1 — From External Source
2 — Flush (F)
3 — Quench/Drain (Q/D)
4 — Seal Chamber

FI—Flow Indicator
PI—Pressure Indicator
TI—Temperature Indicator



Drawing reproduced from ANSI/API Standard 682, *Third Edition, September 2004, courtesy of the American Petroleum Institute.*

Appendix F - Submittal Curve

14" 8312 Submittal Curve

PENTAIR FAIRBANKS NIJHUIS™

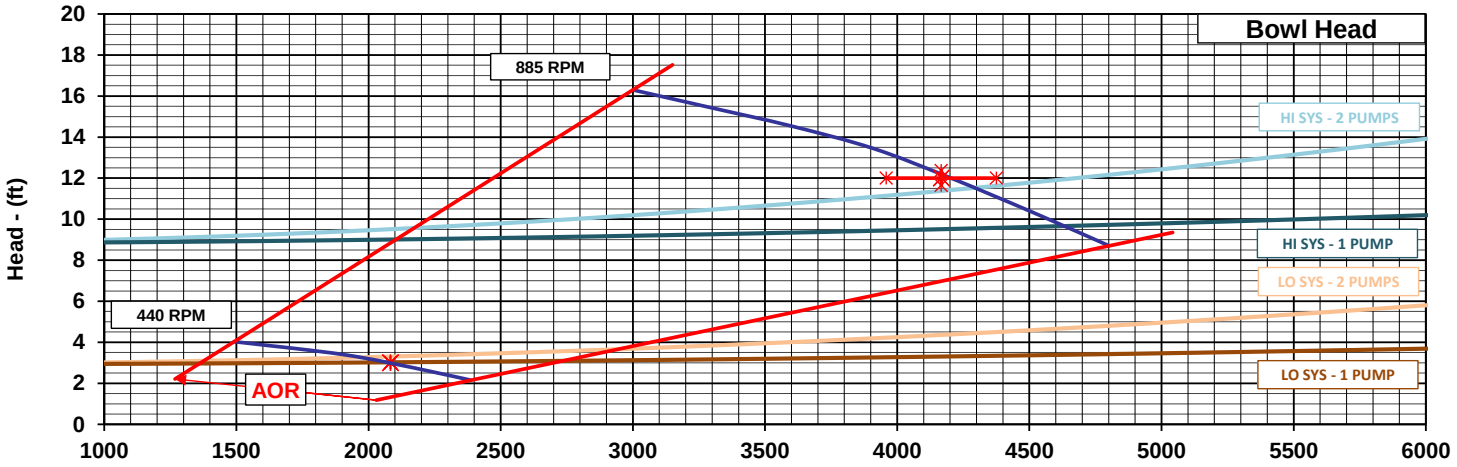
CURVE NUMBER:	0914671C
REV.	2

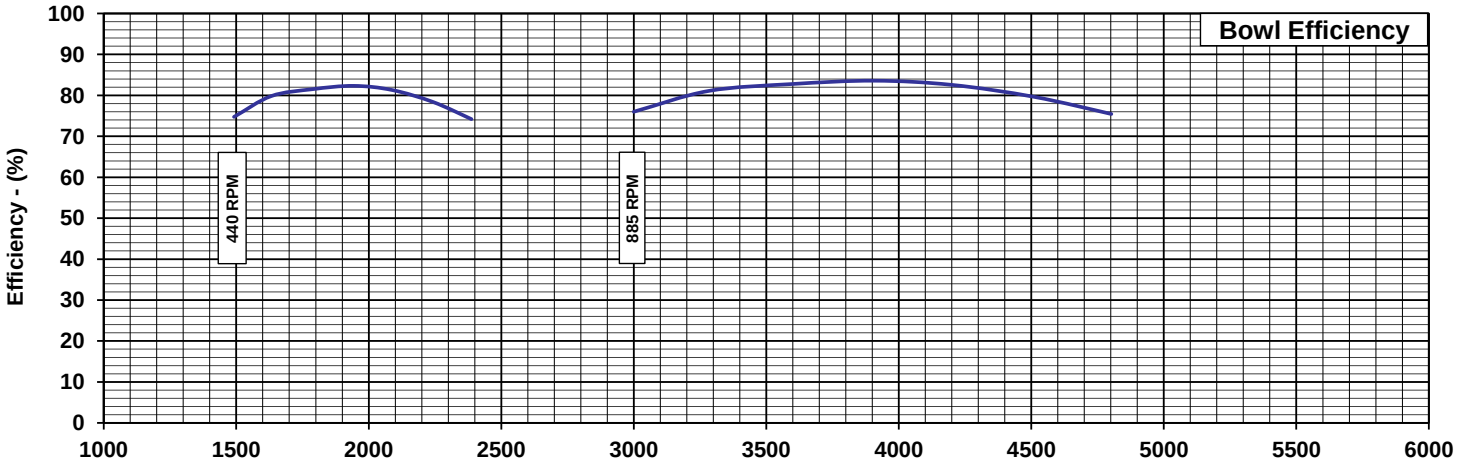
THIS CURVE IS BASED ON THE ACTUAL TEST PERFORMANCE OF A SIMILAR PUMP. ONLY THE INDICATED POINT(S) IS GUARANTEED.

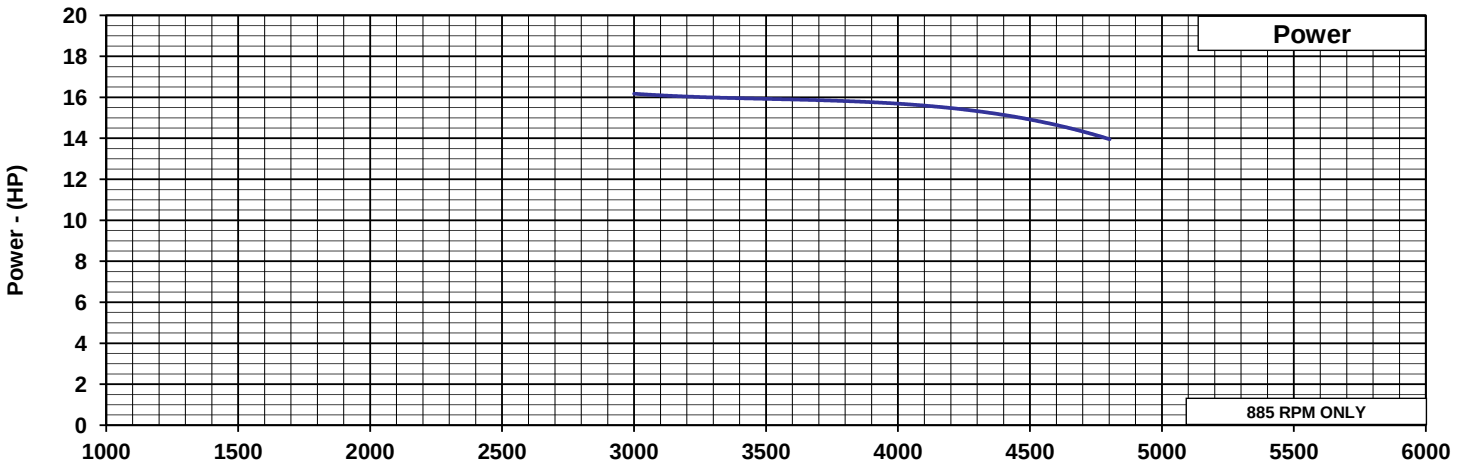
SPEED	DRIVER	DIAMETER	SPHERE
885 RPM	20 HP	STD	2.25"
STAGES	**IMPELLER**	**DATE**	**BY**
1	A-311-T	7/29/2024	WSF

Acceptance Grade 1E per ANSI/HI 14.6.3.4.

GUARANTEED VALUES			
FLOW	HEAD	BOWL EFF	HP
4167	12	-----	-----
2083	3	-----	-----
-----	-----	-----	-----
-----	-----	-----	-----







Flowrate - (GPM)

Appendix G - IOM page referencing the seal water requirements

H. Install the coupling (31) on the pump shaft.

I. The bowl assembly is now complete.

J. Refer to the ***Installation*** section of this manual to complete pump assembly and reinstallation.

Mechanical Seal

The mechanical seal covered by these instructions, when properly installed, will give satisfactory performance. To ensure the proper installation these instructions should be read carefully.

Description

The mechanical seal supplied with this pump is a Chesterton 442 Split Seal. Install the seal according to the manufacturer's installation instructions that are included in Section 8 of this manual.

General Application

The seals described in these instructions are acceptable for use in pumps handling water. It is not recommended for handling fluids which are highly acidic, highly alkaline, or contain gritty or dissolved substances that tend to crystallize.

Installation

Prior to installation inspect the seal, seal housing and gland

IMPORTANT: Seal faces are lapped and polished to a mirror finish. It is imperative that sealing faces be handled with care and kept perfectly clean. DO NOT touch the sealing faces.

Use the following general procedure to install this type of seal prior to installing the motor:

A. Install the complete seal assembly on the seal housing. Do not secure with provided hardware at this time.
B. For split cartridge seals, refer to the seal manufacturer's specific installation instructions. Impeller adjustment is required prior to installation.
C. Install the motor. Install the drive shaft (19) if VHS motor, and tighten the shaft coupling.
D. Adjust the impellers per instructions in this manual. Refer to the technical data page in the drawing section of this manual for the correct impeller setting.
E. Secure complete seal assembly with supplied hardware.
F. Secure collar set screws.
G. Remove plastic tabs, setting devices, or pull cord to set proper spring compression.
H. Connect piping to mechanical seal (456).

Operation

Special operating techniques are involved when using pumps equipped with mechanical seals. Certain precautions should be taken as follows:

A. The seal should never be operated dry, even to check for rotation. A water source must be provided to cool and lubricate the seal faces during pump operation. The lubricating water can be either the pumped media or an external water source.

IMPORTANT: To prolong seal life, it is recommended on all installations to lubricate the mechanical seal prior to each motor start.

B. If the pumped media is used for seal cooling and lubrication, a vent line must be provided to prevent air entrapment in the seal cavity, such as demonstrated by API Plan 13.
C. Lubrication via the pumped media is not recommended for vertical turbines in which 1) the lift is in excess of 35 feet, or 2) they are to be operated by a soft start or variable frequency drive. The excessive time required for the pumped media to reach the seal at each start will result in premature seal failure. In these situations, an external water source is required.
D. If an external water source is used, it must be clean to within 100 microns and introduced to the seal prior to each motor start.
E. If an external water source is used to flush the seal during operation, adequate flow must be provided to maintain 15 fps minimum velocity between the throttle bushing and shaft. Refer to the following table.

Shaft or Sleeve Dia.	Flow Rate (GPM)
1 ½	1 ¼ to 1 ¾

F. All seal plumbing should follow the appropriate API Piping Plan for the installation and application.
G. Some seals may weep at initial start-up. This condition should cease after a short period as the seal faces lap together. Operate and monitor the seal until leakage

subsides, in no case should it exceed 60 drops per minute.

Routine Maintenance

Routine maintenance is minimal as follows:

A. Periodically (150 hours of operation) check to see that pumped liquid is going through stuffing box and out to wet well or drain.
B. Check that the gland bolts have not loosened.

Seal Removal

General

Stop the driver and lock out the power so that the driver can not accidentally start.

DANGER: Check with proper electrical testing equipment to be certain all electrical power to the driver and accessories associated with the pump is disconnected.

A. Disconnect piping to mechanical seal (456).
B. Install plastic tabs, setting devices, or pull cord to retain proper spring tension
C. Loosen the collar set screws.
D. Use the adjusting nut to lower the impellers until they rest on the bowl seats.
E. Loosen the shaft coupling. Remove the driver shaft (19), or VHS motor if one-piece head shaft
F. Loosen the capscrews securing the mechanical seal (456) to the seal housing. Remove the seal assembly.
G. Inspect all parts of the seal. If any parts show signs of wear, the complete seal should be replaced.

Plummer
1320 S University Drive #300
Fort Worth, Texas 76107
P: 8188061700

Project: 1442-005-02 South Wastewater Treatment Plant
302 Cliff Hestand Road
Sherman, Texas

RFI #594: Relift Pumps Seal Water Requirements

Status	Open		
To	Freddy Mena (Mead & Hunt) Quentin Geile (Plummer)	**From**	Alyssa OBrien (Plummer)
Date Initiated	Apr 4, 2025	**Due Date**	Apr 8, 2025
Location	Relift Pump Station	**Project Stage**	
Cost Impact	TBD	**Schedule Impact**	TBD
Spec Section	43 21 40 - Variable-Speed Mixed Flow Propeller Pumps	**Cost Code**	
Drawing Number	M-705 - M-707 , I-700	**Reference**	
Linked Drawings	I-700, M-705, M-706, M-707		
Suggested Solution		**Change Order Required?**	
Received From			
Copies To	Brian Beach (Plummer), Naomi Lightfoot (Plummer) , Alyssa OBrien (Plummer)		

SUGGESTED SOLUTION

Contractor Suggested Solution See attached RFI

Activity

Question

Question from Alyssa OBrien Plummer *on Friday, Apr 4, 2025 at 08:53 AM CDT*

See attached RFI

Attachments
COSK-KWT-DNG-RFI-0482.00.RFI.00.01.pdf

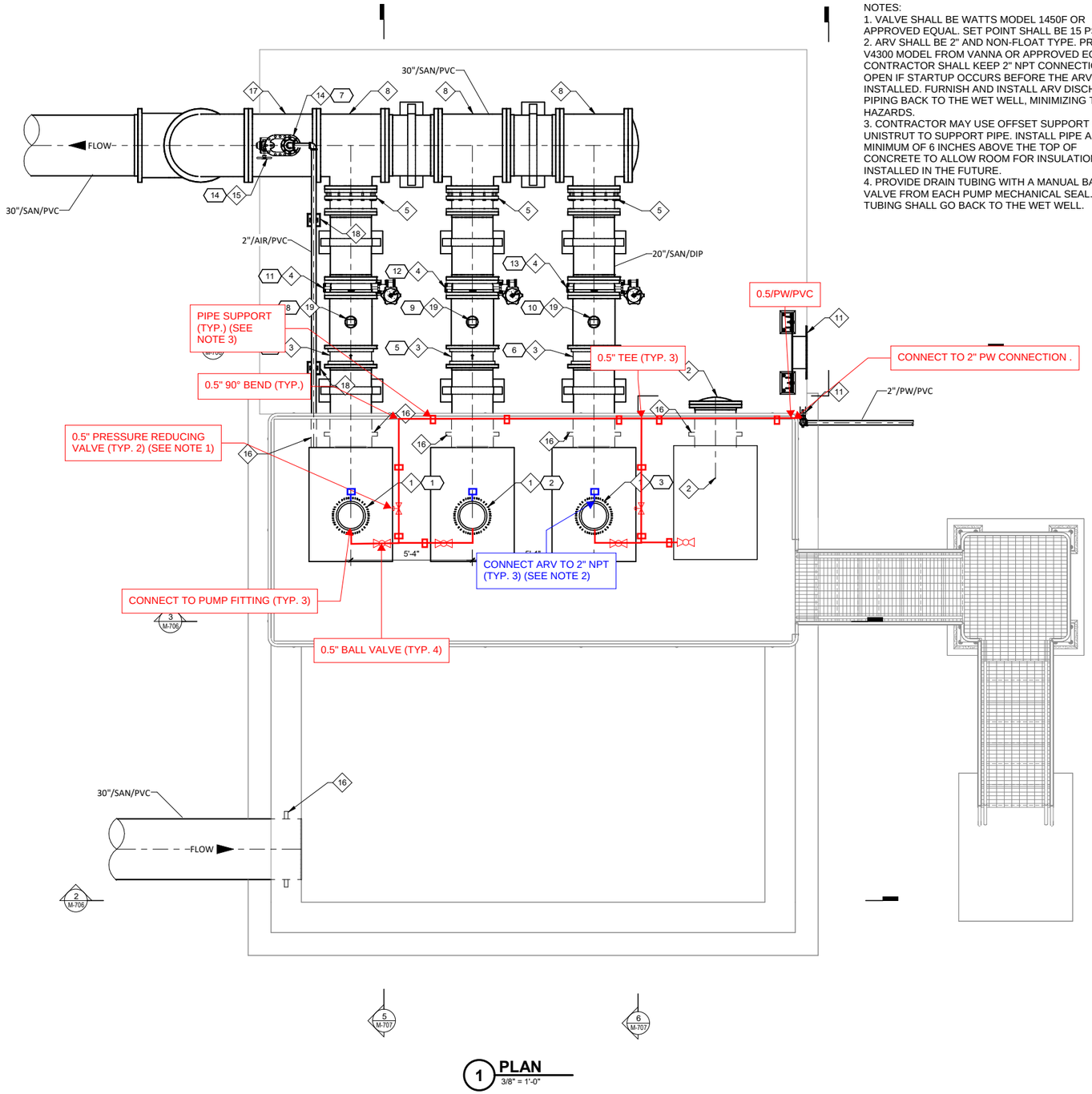
Official Response

Response from Quentin Geile Plummer *on Monday, Apr 14, 2025 at 05:04 PM CDT*

Contractor may proceed with startup of the three relift pumps, utilizing API Plan 13 to cool the mechanical seals.

See attached for temporary seal water plan sketch. Update the as-builts accordingly.

Attachments
Relift Pumps Seal Water and Vent Sketch_ARV Option v2.pdf



1 **PLAN**
3/8" = 1'-0"

LEGEND:
SEAL WATER IMPROVEMENTS
VENT IMPROVEMENTS

NOTES:
1. VALVE SHALL BE WATTS MODEL 1450F OR APPROVED EQUAL. SET POINT SHALL BE 15 PSI.
2. ARV SHALL BE 2" AND NON-FLOAT TYPE. PROVIDE V4300 MODEL FROM VANNA OR APPROVED EQUAL. CONTRACTOR SHALL KEEP 2" NPT CONNECTION OPEN IF STARTUP OCCURS BEFORE THE ARV CAN BE INSTALLED. FURNISH AND INSTALL ARV DISCHARGE PIPING BACK TO THE WET WELL, MINIMIZING TRIP HAZARDS.
3. CONTRACTOR MAY USE OFFSET SUPPORT OR UNISTRUT TO SUPPORT PIPE. INSTALL PIPE A MINIMUM OF 6 INCHES ABOVE THE TOP OF CONCRETE TO ALLOW ROOM FOR INSULATION TO BE INSTALLED IN THE FUTURE.
4. PROVIDE DRAIN TUBING WITH A MANUAL BALL VALVE FROM EACH PUMP MECHANICAL SEAL. DRAIN TUBING SHALL GO BACK TO THE WET WELL.

GENERAL NOTES

1. CONTRACTOR SHALL PROVIDE ALL FITTINGS, PIPING, PIPE SUPPORTS, MATERIALS, EQUIPMENT AND APPURTENANCES AS REQUIRED FOR A COMPLETE AND OPERABLE SYSTEM.
2. REFER TO CIVIL DRAWINGS FOR PIPING CONTINUATIONS.

KEY NOTES

1	AXIAL FLOW PROPELLER PUMP
2	20" BLIND FLANGE
3	20" FL DOUBLE DISK CHECK VALVE
4	20" FL BUTTERFLY VALVE
5	20" FLANGED COUPLING ADAPTER
8	30"X20" FL REDUCING TEE
11	FREE STANDING HOSE RACK AND HOSE VALVE. SEE STANDARD DETAIL 304
14	4" AIR RELEASE/AIR VACUUM VALVE. SEE STANDARD DETAIL 302
15	4" FL PLUG VALVE
16	STL OR DIP WALL FITTING. SEE STANDARD DETAIL 320
17	30"X2" FL REDUCING TEE
18	ADJUSTABLE PIPE SUPPORT. SEE STANDARD DETAIL 352
19	PRESSURE INSTRUMENT. SEE STANDARD DETAIL M294

(#) EQUIPMENT TAGS:

1. 700-RLP-141
2. 700-RLP-131
3. 700-RLP-121
4. 700-CV-141
5. 700-CV-131
6. 700-CV-121
7. 700-ARV-111
8. 700-PI-141
9. 700-PI-131
10. 700-PI-121
11. 700-BFV-141
12. 700-BFV-131
13. 700-BFV-121
14. 700-PV-111

Mead&Hunt
TBPELS FIRM NO. F-8909
PLUMMER
6300 LA CALMA DRIVE, STE 400 | AUSTIN, TX 78752
512.452.5905 | TBPE REGISTERED FIRM NUMBER F-13

NO.	DATE	REVISION	BY
	03/20/2024	ISSUED FOR CONSTRUCTION	CGS

Sherman
CLASSIC TOWN, BROAD HORIZON.

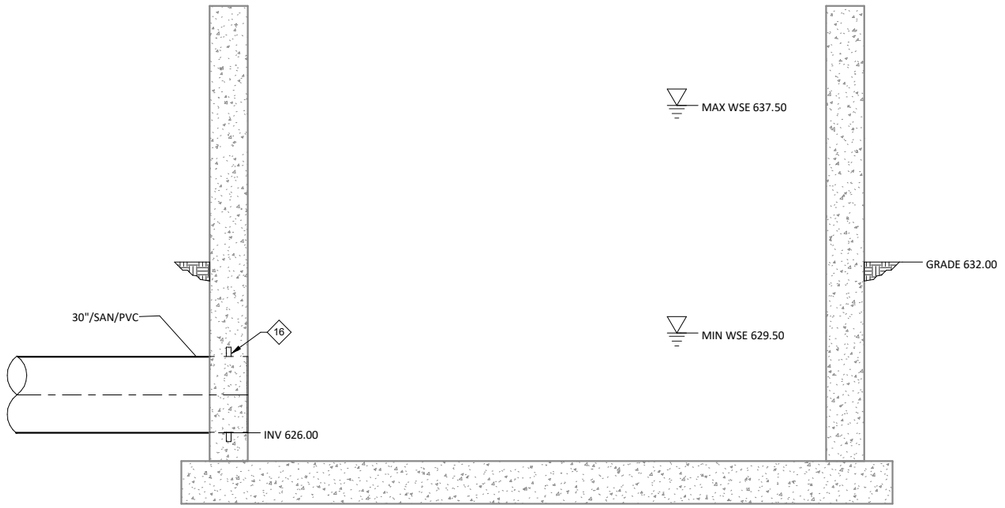
CITY OF SHERMAN
SOUTH WASTEWATER TREATMENT PLANT - MBR

PROCESS MECHANICAL
RELIFT PUMP STATION PLAN

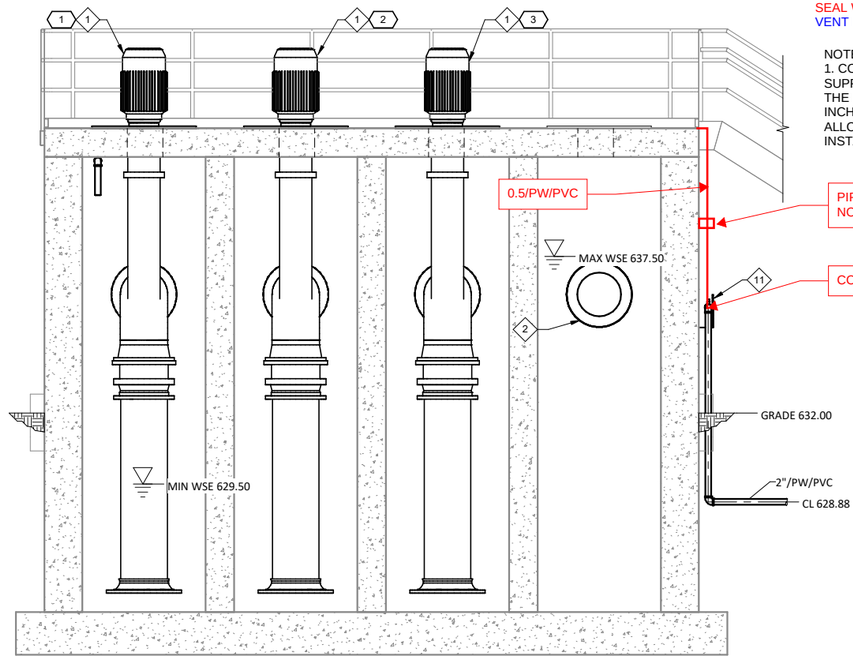
STATE OF TEXAS
CHARLOTTE G. SMITH
90300
LICENSED PROFESSIONAL ENGINEER
03/20/2024
Charlotte G. Smith

IF THIS BAR DOES NOT MEASURE ONE INCH, DRAWING IS NOT TO LABELED SCALE

DESIGNED	CGS
DRAWN	JDN
CHECKED	MAP
REVIEWED	MAP
Seq.	of
Dwg. No.	M-705
	1422-005-02



2 **SECTION**
3/8" = 1'-0"



3 **SECTION**
3/8" = 1'-0"

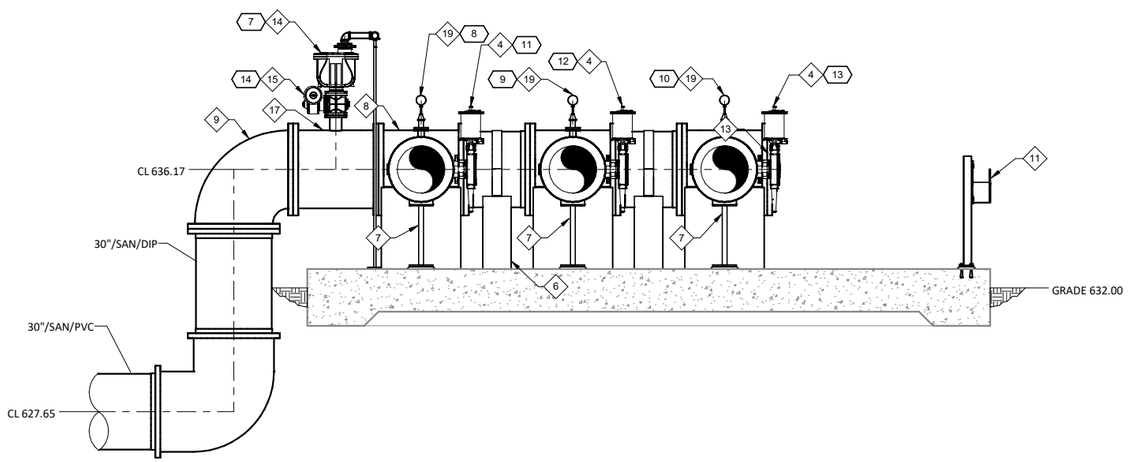
LEGEND:
SEAL WATER IMPROVEMENTS
VENT IMPROVEMENTS

NOTES:
1. CONTRACTOR MAY USE AN OFFSET SUPPORT OR UNISTRUT TO SUPPORT THE PIPE. INSTALL PIPE A MINIMUM OF 6 INCHES AWAY FROM THE CONCRETE TO ALLOW ROOM FOR INSULATION TO BE INSTALLED IN THE FUTURE.

7	FLANGE MOUNT PIPE SUPPORT. SEE RD DETAIL 344
	FL REDUCING TEE
	L ELBOW
11	FREE STANDING HOSE RACK AND HOSE VALVE. SEE STANDARD DETAIL 304
13	30" BLIND FLANGE
	LVE.
16	STL OR DIP WALL FITTING. SEE STANDARD DETAIL 320
17	30"X2" FL REDUCING TEE
19	PRESSURE INSTRUMENT. SEE STANDARD DETAIL M294

EQUIPMENT TAGS:

1.	700-RLP-141
2.	700-RLP-131
3.	700-PLP-121
7.	700-ARV-111
8.	700-PI-141
9.	700-PI-131
10.	700-PI-121
11.	700-BFV-141
12.	700-BFV-131
13.	700-BFV-121
14.	700-PV-111



4 **SECTION**
3/8" = 1'-0"

Mead&Hunt
TBPELS FIRM NO. F-8909

PLUMMER

6300 LA CALMA DRIVE, STE 400 | AUSTIN, TX 78752
512.452.5905 | TBPE REGISTERED FIRM NUMBER F-13

NO.	DATE	REVISION	BY
0	03/20/2024	ISSUED FOR CONSTRUCTION	CGS

Sherman
CLASSIC TOWN, BROAD HORIZON.

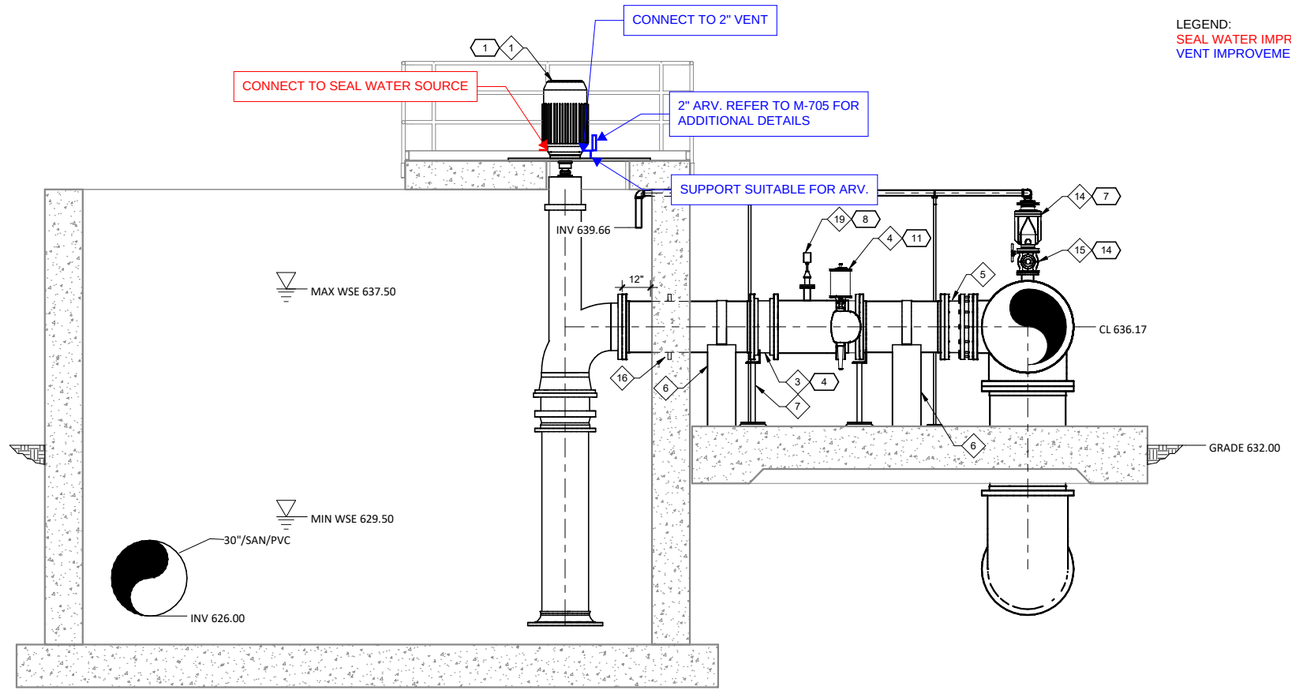
CITY OF SHERMAN
SOUTH WASTEWATER TREATMENT PLANT - MBR

PROCESS MECHANICAL
RELIFT PUMP STATION SECTIONS I

STATE OF TEXAS
CHARLOTTE G. SMITH
90300
LICENSED
PROFESSIONAL ENGINEER
03/20/2024

IF THIS BAR DOES NOT MEASURE ONE INCH, DRAWING IS NOT TO LABELED SCALE

DESIGNED	CGS
DRAWN	JDN
CHECKED	MAP
REVIEWED	MAP
Seq.	of
Dwg. No.	M-706
	1422-005-02



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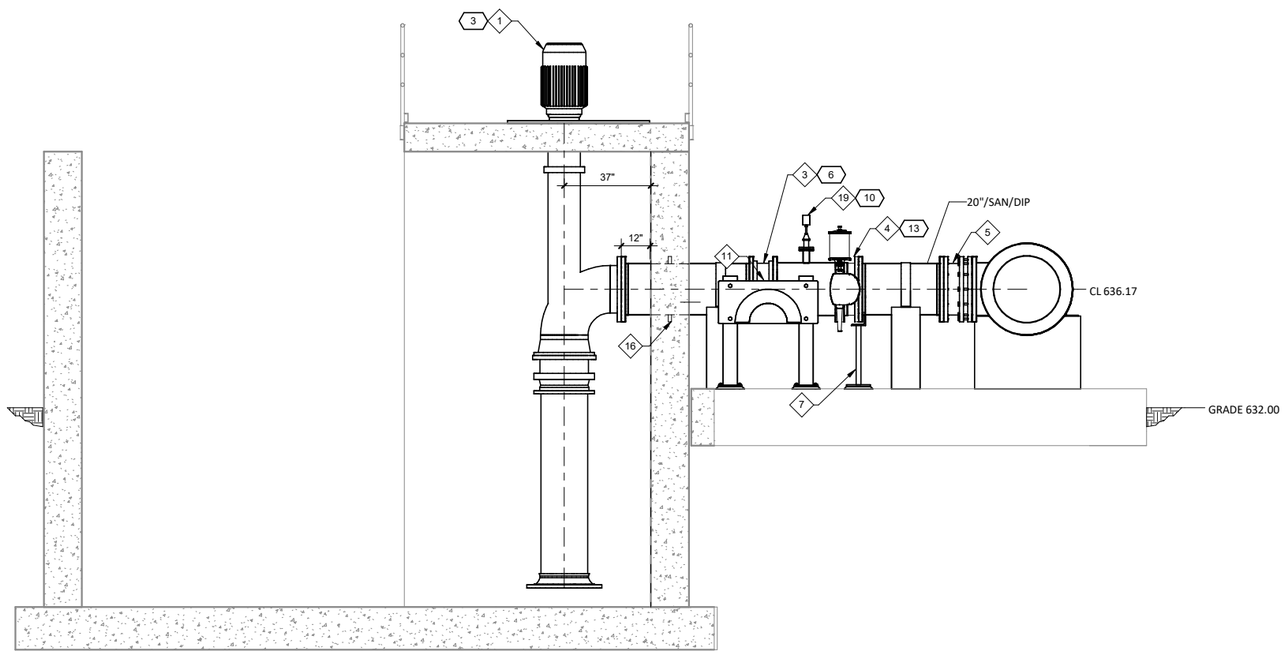
3/8" = 1'-0"



6 SECTION
3/8" = 1'-0"

LEGEND:
SEAL WATER IMPROVEMENTS
VENT IMPROVEMENTS

KEY NOTES

1	AXIAL FLOW PROPELLER PUMP
3	20" FL DOUBLE DISK CHECK VALVE
4	20" FL BUTTERFLY VALVE
5	20" FLANGED COUPLING ADAPTER
6	CONCRETE PIPE SUPPORT. SEE STANDARD DETAIL 351
7	FLANGE MOUNT PIPE SUPPORT. SEE STANDARD DETAIL 344
11	FREE STANDING HOSE RACK AND HOSE VALVE. SEE STANDARD DETAIL 304
14	4" AIR RELEASE/AIR VACUUM VALVE. SEE STANDARD DETAIL 302
15	4" FL PLUG VALVE
16	STL OR DIP WALL FITTING. SEE STANDARD DETAIL 320
19	PRESSURE INSTRUMENT. SEE STANDARD DETAIL M294

EQUIPMENT TAGS:

1.	700-RLP-141
3.	700-RLP-131
6.	700-CV-121
7.	700-ARV-111
8.	700-PI-141
10.	700-PI-121
11.	700-BFV-141
13.	700-BFV-121
14.	700-PV-111

Mead&Hunt
TBPELS FIRM NO. F-8909
PLUMMER
6300 LA CALMA DRIVE, STE 400 | AUSTIN, TX 78752
512.452.5905 | TBPE REGISTERED FIRM NUMBER F-13

NO.	DATE	REVISION	BY
0	03/20/2024	ISSUED FOR CONSTRUCTION	CGS

Sherman
CLASSIC TOWN, BROAD HORIZON.

CITY OF SHERMAN
SOUTH WASTEWATER TREATMENT PLANT - MBR

PROCESS MECHANICAL
RELIFT PUMP STATION SECTIONS II

STATE OF TEXAS
CHARLOTTE G. SMITH
90300
LICENSED
PROFESSIONAL ENGINEER
03/20/2024

IF THIS BAR DOES NOT MEASURE ONE INCH, DRAWING IS NOT TO LABELED SCALE

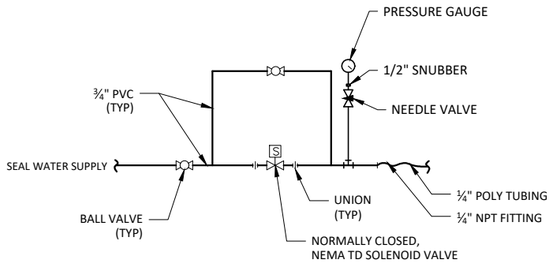
DESIGNED	CGS
DRAWN	JDN
CHECKED	MAP
REVIEWED	MAP
Seq.	of
Dwg. No.	M-707
	1422-005-02

RFI

Project Name:	South Wastewater Treatment Plant - MBR	**Project Tracker No.**	1422-005-02
Contract No.:	1513-U	**Plummer CPM:**	Sherri van der Wege
RFI Name/Subject:	North Plant Seal Water Line ARI Air Release Valves	**Requested Response Date:**	05/09/2025
Contractor:	Kiewit Water Facilities South	**Contractor PM:**	Kory Kyllo
RFI Key Contact:	Adam Murphy	**Key Contact Phone:**	343-550-3308
Subcontractor/Vendor:	KIEWIT		
Specification Section:	40 05 78.29		
Secondary Discipline:	☐ Architectural ☐ Civil ☐ Electrical ☐ HVAC ☐ Instrumentation & Controls ☑ Proc/Mech ☐ Plumbing ☐ Structural		
Reference Drawing(s):	M-705		
RFI No.:	COSK-KWT-DNG-RFI-0492		
RFI Contents:	☐ Shop Drawing ☐ Administrative ☐ As-Builts ☐ Sample ☐ *Product Data* ☑ *Additional Information* ☐ *O&M*		
Impacts:	☑ Cost ☑ Schedule		
Question/Issue:	On May 2nd, 2025, after comments from Pentair, Plummer instructed Kiewit to install ARI valves matching the COSK-KWT-DNG-SUB-0160 submittal. This was after previously being informed that the valves are not necessary. These ARI Valves have a 4-6 week lead time. The ARV detail we have been using elsewhere on the project is 302 on M-9000. This detail also involves a 2" valve underneath the ARV. Is this the detail that we are expected to follow? If not, please provide a detail. Kiewit recommends not having a valve under the ARV. If that valve is accidentally closed, it can cause damage to the bearings on the pump. Please confirm how the ARV drains are to be routed. Can Plummer provide a detail to show how the valve will need to be supported? We are requesting a detail fully defining how the ARV and associated piping is to be supported. Please include material type, shape, fastening, and anchoring details.		
Proposed Solution:	Please confirm which detail is to be used for ARV install and drain as described above. Please provide a detail for the valve support as described above		

☑ Contractor hereby certifies that (i) Contractor has complied with the requirements of Contract Documents in preparation, review and submission of designated RFI and (ii) the RFI is completed and in accordance with the Contract Documents and requirements of laws and regulations and governing agencies.
Contractor (Authorized by): Thomas Benson

RFI Package Response Status (Approved, Rejected, Response as Noted):	
RFI Status:	
Comments:	See attached response

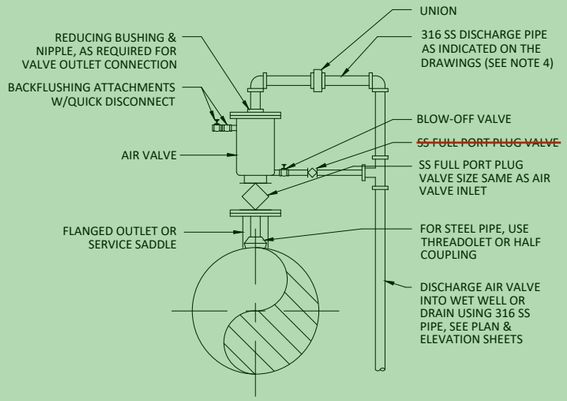


NOTES:

1. THIS INSTALLATION IS TO BE USED AT ALL PUMPS WITH WATER SEAL/FLUSH. PROVIDE INSULATION AND HEAT TRACING IF LOCATED OUTSIDE.
2. PIPING SYSTEM SHALL MEET PUMP AND SEAL MANUFACTURERS REQUIREMENTS.
3. UNLESS SPECIFIED OTHERWISE, ALL PIPING SHALL BE PVC SCH. 80.
4. EQUIPMENT WALL MOUNTED IF NEAREST WALL IS WITHIN TEN FEET OF PUMP. IF PUMP IS NOT WITHIN 10 FEET OF WALL, MOUNT ON ALUMINUM STAND
5. WHERE A DRIP PAN IS SPECIFIED AND/OR PROVIDED ON THE PUMP BASE A SEPARATE DRAIN LINE TO THE EQUIPMENT DRAIN SHALL BE PROVIDED.

TYPICAL SEAL FLUSH SOLENOID PIPING SCHEMATIC 301

SCALE: NTS

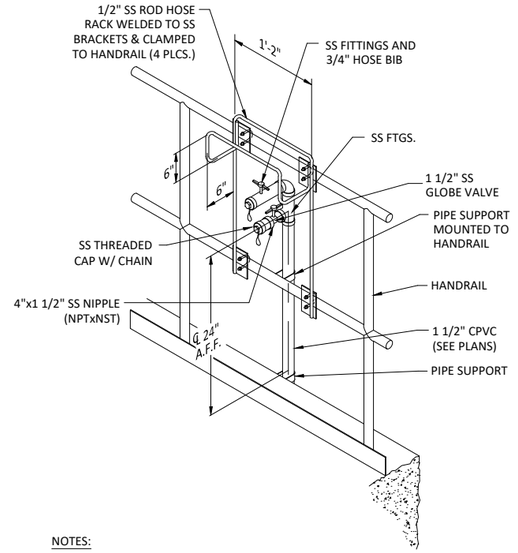


NOTES:

1. VALVE SIZE SHALL BE AS INDICATED ON THE DRAWINGS.
2. SERVICE TAP AND PLUG VALVE SHALL MATCH VALVE INLET SIZE.
3. PROVIDE 6" AIR GAP AT DRAIN OUTLET.
4. DISCHARGE PIPING SIZED TO FIT THE AIR VALVE OUTLET.
5. PLUG VALVE ON BLOW OFF LINE SHALL MATCH SIZE OF BLOW OFF CONNECTION.

WASTEWATER AIR VALVE ASSEMBLY 302

SCALE: NTS

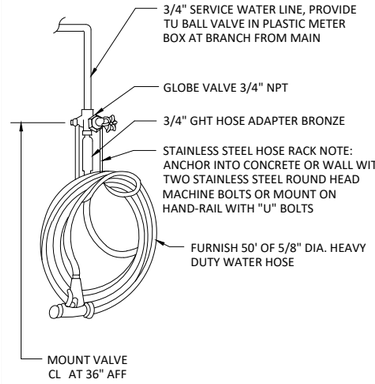


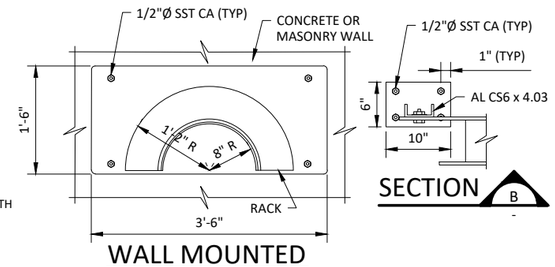
NOTES:

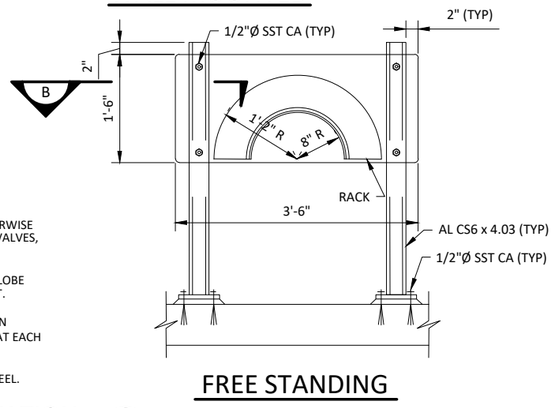
1. AT EA. HOSE STATION, FURNISH (2) TWO 50' 1 1/2"Ø HOSES, 100% POLYESTER DOUBLE JACKET, EACH WITH 1 MALE AND 1 FEMALE NST SS COUPLING (SWIVEL TYPE) ATTACHED. FURNISH (2) TWO SS 1 1/2" ADJUSTABLE FLOW NOZZLES WITH NST THREADS. FURNISH (2) TWO 5/8" DIA. HEAVY DUTY HOSES w/ ADJUSTABLE NOZZLES. FOR 3/4" CONNECTION.
2. MOUNT ONE NON-POTABLE WATER SIGN (STONEHOUSE SIGN COMPANY LXSIGN STOCK NO. 89-20 OR APPROVED EQUAL) AT EACH HOSE STATION

HANDRAIL MOUNTED HOSE STATION 303

SCALE: NTS





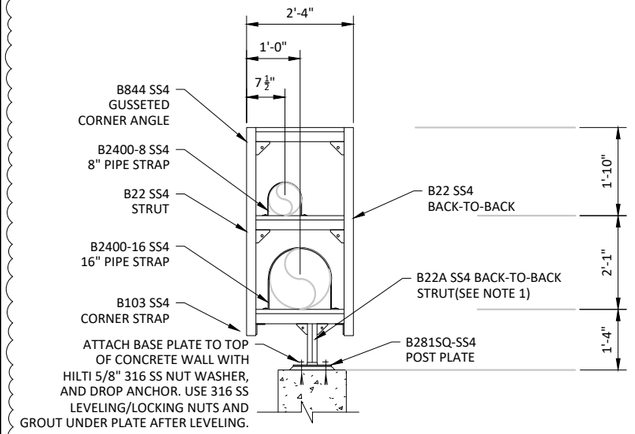


NOTE:

1. WALL MOUNTED HOSE STATION SHALL BE ¾" UNLESS OTHERWISE SHOWN. WHERE OTHER SIZES ARE SHOWN MODIFY PIPING VALVES, AND HOSE ACCORDINGLY.
2. HOSE STATION SHALL BE STRAHAM MODEL M-156N WITH GLOBE VALVE AND HOSE ASSEMBLY "A" OR APPROVED EQUIVALENT.
3. MOUNT ONE NON-POTABLE WATER SIGN (STONEHOUSE SIGN COMPANY LXSIGN STOCK NO. 89-20 OR APPROVED EQUAL) AT EACH HOSE STATION
4. ALL HARDWARE PROVIDED SHALL BE TYPE 316 STAINLESS STEEL.

HOSE STATION 304

SCALE: NTS



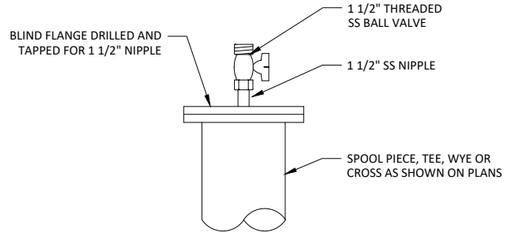
DETAIL 305

SCALE: NTS

NOTES:

1. TWO POSTS MAY BE USED, PROVIDED BOTH POSTS FIT WITHIN THE CONCRETE WALL. BASE PLATE AND GROUT SHALL BE MODIFIED AS NEEDED TO ACCOMMODATE TWO POSTS IF USED.
2. PROVIDE 316 SS MATERIALS

Applicable References:
GC-PLA-KWT-0116.00
WCD-006
COSK-KWT-DNG-RFI-0184
KIEWIT-RLR-000022
COSK-KWT-DNG-RFI-0183
KIEWIT-RLR-000023
COSK-KWT-DNG-RFI-0261
KIEWIT-RLR-000045
GC-PLA-KWT-0167.00
WCD-022



FLUSH CONNECTION 306

SCALE: NTS

PLUMMER
1320 S UNIVERSITY DR, STE 300 | FORT WORTH, TX 76107
817.806.1700 | TBPE REGISTERED FIRM NUMBER F-13

NO.	DATE	REVISION	BY
1	07/12/24	WCD 022	DW
0	3/20/24	IFC SET	CC

Sherman CLASSIC TOWN. BROAD HORIZON

CITY OF SHERMAN
SOUTH WASTEWATER TREATMENT PLANT - MBR

STANDARD DETAILS
MECHANICAL DETAILS I

7/12/2024
STATE OF TEXAS
QUENTIN M. GEILE
144083
LICENSED PROFESSIONAL ENGINEER

IF THIS BAR DOES NOT MEASURE ONE INCH, DRAWING IS NOT TO LABELED SCALE

DESIGNED	Q. GEILE
DRAWN	C. CECCHINI
CHECKED	S. KERR
REVIEWED	D. GUDAL

Seq.

Dwg. No. M-9000

1422-005-02

PRINTED: 7/5/2024 2:21 PM C:\Users\dwubbelt\DC\ACCDocs\Plummer Associates\1422-005-02_Sherman_WW\Project Files\Plummer\Sheets\MECHANICAL\MECHANICAL STANDARD DETAILS.dwg SAVED: 7/5/2024 2:16 PM SAVED BY: Dwubbelt USER: Wubbelt, Dwgm

Adam.Murphy3

From: Geile, Quentin <qgeile@plummer.com>
Sent: Friday, May 2, 2025 9:42 AM
To: Thomas.Benson1
Cc: Bryan.Vallejo; Steven.Davis1; Michael.Spell; Adam.Murphy3; Tyler.Bly; Thomas.Young-PTR; Brian.Beach-PTR; Bradley, Greg; Freddy Mena
Subject: RE: [External]RE: Upper Bearing Cooling Requirements (53585805 City of Sherman)

Thomas,

We would also like to proceed with installing 2" ARVs on each vent line.

It was not anticipated that water would be constantly flowing from the vent lines. Since this is the case, we can proceed with the ARI valves used elsewhere on this project.

Please let me know if you have any questions.

Thanks,

Quentin Geile, P.E.*
Project Engineer
Plummer

P: 214.631.6100
D: 972.996.5720
C: 720.633.5705
www.plummer.com

***PE Licenses: TX, CO**

From: Geile, Quentin
Sent: Friday, May 2, 2025 8:47 AM
To: Thomas.Benson1 <Thomas.Benson1@kiewit.com>
Cc: Bryan.Vallejo <Bryan.Vallejo@kiewit.com>; Steven.Davis1 <Steven.Davis1@kiewit.com>; Michael.Spell <Michael.Spell@kiewit.com>; Adam.Murphy3 <Adam.Murphy3@kiewit.com>; Tyler.Bly <Tyler.Bly@kiewit.com>
Subject: [Pending]RE: [External]RE: Upper Bearing Cooling Requirements (53585805 City of Sherman)

Thomas,

After talking with Jeff Rigdon and Mead & Hunt, please proceed with Option 2.

Thanks,

Quentin Geile, P.E.*
Project Engineer
Plummer

P: 214.631.6100

D: 972.996.5720
C: 720.633.5705
www.plummer.com

***PE Licenses: TX, CO**

From: Thomas.Benson1 <Thomas.Benson1@kiewit.com>
Sent: Thursday, May 1, 2025 3:28 PM
To: Geile, Quentin <qgeile@plummer.com>
Cc: Bryan.Vallejo <Bryan.Vallejo@kiewit.com>; Steven.Davis1 <Steven.Davis1@kiewit.com>; Michael.Spell <Michael.Spell@kiewit.com>; Adam.Murphy3 <Adam.Murphy3@kiewit.com>; Tyler.Bly <Tyler.Bly@kiewit.com>
Subject: FW: [External]RE: Upper Bearing Cooling Requirements (53585805 City of Sherman)

CAUTION: This email originated from outside of Plummer. DO NOT CLICK links or attachments unless you recognize the sender and know the content is safe.

Quentin,

Below is the response from Pentair regarding the options for routing the vent line on the pumps. Please review these options and let us know which path to move forward with. If further questions arise let us know and we can reach back out to Pentair.

Thanks,

Thomas Benson, Assoc. DBIA
Superintendent

CITY OF SHERMAN CMAR
302 Cliff Hestand Sherman TX, 75090
(469) 994-3509 Cell

From: Strydom, Andy <Andy.Strydom@Pentair.com>
Sent: Thursday, May 1, 2025 10:41 AM
To: Thomas.Benson1 <Thomas.Benson1@kiewit.com>
Cc: Maduka, Kodi <Kodi.Maduka@dnow.com>; Williams Jr, Mark <Mark.Williams@dnow.com>; Steven.Davis1 <Steven.Davis1@kiewit.com>; Michael.Spell <Michael.Spell@kiewit.com>; Tyler.Bly <Tyler.Bly@kiewit.com>; Butler, Brian <Brian.Butler@Pentair.com>; Ernst, Edward <Edward.Ernst@Pentair.com>
Subject: RE: [External]RE: Upper Bearing Cooling Requirements (53585805 City of Sherman)

Thomas,

Either option works but if we had to choose between the two, we prefer Kiewit's option where the vent lines are connected and piped back to the sump.

Option 1 – Combined Vent Lines Back to Sump

- Instead of running 2” vent lines into a 2” header which leads back to the sump, you should size up the 2” header to accommodate for additional air in the event 2 pumps start together.
- We didn’t do any calcs but think running the 2” vents into a 3” header is better than a 2” header. This is not only to overcome possible volume concerns when two pumps are trying to vent air simultaneously but also to help with the vented air to overcome the resistance in the pipe.

Option 2 – Individual Vent Lines Back to Sump

- If this option is selected, drill the hole on the centerline of the baseplate and do not weld anything to the baseplate.

Kind Regards,

Andries “Andy” Strydom
Project Manager

Pentair
3601 Fairbanks Avenue
Kansas City, KS 66106, USA
Office: +1 (913) 748-4281 (**Direct**)
Mobile: +1 (913) 449-8441
andy.strydom@pentair.com

Website: www.pentair.com

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From: Thomas.Benson1 <Thomas.Benson1@kiewit.com>
Sent: Wednesday, April 30, 2025 3:38 PM
To: Strydom, Andy <Andy.Strydom@Pentair.com>
Cc: Maduka, Kodi <Kodi.Maduka@dnow.com>; Williams Jr, Mark <Mark.Williams@dnow.com>; Steven.Davis1 <Steven.Davis1@kiewit.com>; Michael.Spell <Michael.Spell@kiewit.com>; Tyler.Bly <Tyler.Bly@kiewit.com>; Butler, Brian <Brian.Butler@Pentair.com>; Ernst, Edward <Edward.Ernst@Pentair.com>
Subject: RE: [External]RE: Upper Bearing Cooling Requirements (53585805 City of Sherman)

Andy,

We forwarded this information to the client, and they elected to have a discharge venting back to the wet well without an ARV. One question they had following this is regarding how the vent lines could be run. I have attached the following sketch showing a proposed routing of the venting per Plummer’s request with the vent for each pump tying in along the same header before reaching the wet well. Could the vented air or water that will inevitably route back into a currently inactive pump cause any issues while it is off or upon startup?

Alternatively, Plummer has requested that I ask about routing the vent through the baseplate instead. This would require a hole for a 2” line to drop through and be located right off the vent. I have attached the sketch they drew showing this.

Please review this and let us know what concerns you might see with this arrangement. Please reach out promptly with further questions as we are hoping to turnover these pumps as soon as a path forward is confirmed.

Thanks,

Thomas Benson, Assoc. DBIA
Superintendent

CITY OF SHERMAN CMAR
302 Cliff Hestand Sherman TX, 75090
(469) 994-3509 Cell

From: Strydom, Andy <Andy.Strydom@Pentair.com>
Sent: Monday, April 14, 2025 2:56 PM
To: Thomas.Benson1 <Thomas.Benson1@kiewit.com>
Cc: Maduka, Kodi <Kodi.Maduka@dnow.com>; Williams Jr, Mark <Mark.Williams@dnow.com>; Steven.Davis1 <Steven.Davis1@kiewit.com>; Michael.Spell <Michael.Spell@kiewit.com>; Tyler.Bly <Tyler.Bly@kiewit.com>; Butler, Brian <Brian.Butler@Pentair.com>; Ernst, Edward <Edward.Ernst@Pentair.com>
Subject: RE: [External]RE: Upper Bearing Cooling Requirements (53585805 City of Sherman)

Thomas,

Per your request, I reached back out to my engineering manager and requested additional information on the vent. Venting the pedestal/column to the sump is permissible, provided it is understood that when the discharge pressure surpasses the lift to the pedestal, the pumpage will recirculate to the sump. Additionally, due to the open vent, limited pressure will be generated at the packing box. Consequently, the mechanical seal and packing box bearing must be externally flushed continuously during pump operation. Furthermore, it is important to note that the open vent will prevent the system from developing siphonic recovery, if this feature is anticipated.

Kind Regards,

Andries “Andy” Strydom
Project Manager

Pentair
3601 Fairbanks Avenue
Kansas City, KS 66106, USA
Office: +1 (913) 748-4281 (**Direct**)
Mobile: +1 (913) 449-8441
andy.strydom@pentair.com

Website: www.pentair.com

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From: Strydom, Andy <Andy.Strydom@Pentair.com>
Sent: Friday, April 11, 2025 3:01 PM
To: Thomas.Benson1 <Thomas.Benson1@kiewit.com>
Cc: Maduka, Kodi <Kodi.Maduka@dnow.com>; Williams Jr, Mark <Mark.Williams@dnow.com>; Steven.Davis1 <Steven.Davis1@kiewit.com>; Michael.Spell <Michael.Spell@kiewit.com>; Tyler.Bly <Tyler.Bly@kiewit.com>; Butler,

Brian <Brian.Butler@Pentair.com>
Subject: RE: [External]RE: Upper Bearing Cooling Requirements

Thomas,

Our recommendation is to attach an ARV to the 2" coupling on the pedestal head. Based on Chesterton's recommendation in their letter, there should be a drain line (with hand ball valve) going from the mechanical seal as well.

Kind Regards,

Andries "Andy" Strydom
Project Manager

Pentair
3601 Fairbanks Avenue
Kansas City, KS 66106, USA
Office: +1 (913) 748-4281 (**Direct**)
Mobile: +1 (913) 449-8441
andy.strydom@pentair.com

Website: www.pentair.com

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From: Thomas.Benson1 <Thomas.Benson1@kiewit.com>
Sent: Friday, April 11, 2025 10:34 AM
To: Strydom, Andy <Andy.Strydom@Pentair.com>
Cc: Maduka, Kodi <Kodi.Maduka@dnow.com>; Williams Jr, Mark <Mark.Williams@dnow.com>; Steven.Davis1 <Steven.Davis1@kiewit.com>; Michael.Spell <Michael.Spell@kiewit.com>; Tyler.Bly <Tyler.Bly@kiewit.com>
Subject: RE: [External]RE: Upper Bearing Cooling Requirements

Andy,

Plummer has responded with sketches of a couple proposed solutions they see for supplying seal water to allow for operation. One question they had for Pentair was whether a 2" line that went through the baseplate of the pump with a mesh screen could be considered as an alternative for the ARV. Would this be a concern on your part? Do you have any other concerns with the sketches?

Thanks,

Thomas Benson, Assoc. DBIA
Superintendent

CITY OF SHERMAN CMAR
302 Cliff Hestand Sherman TX, 75090
(469) 994-3509 Cell

From: Strydom, Andy <Andy.Strydom@Pentair.com>
Sent: Wednesday, April 2, 2025 3:59 PM
To: Thomas.Benson1 <Thomas.Benson1@kiewit.com>
Cc: Maduka, Kodi <Kodi.Maduka@dnow.com>; Steven.Davis1 <Steven.Davis1@kiewit.com>
Subject: [External]RE: Upper Bearing Cooling Requirements

Thomas & Kodi,

See attached for the letter you've requested.

Kind Regards,

Andries "Andy" Strydom
Project Manager

Pentair
3601 Fairbanks Avenue
Kansas City, KS 66106, USA
Office: +1 (913) 748-4281 (**Direct**)
Mobile: +1 (913) 449-8441
andy.strydom@pentair.com

Website: www.pentair.com

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From: Thomas.Benson1 <Thomas.Benson1@kiewit.com>
Sent: Sunday, March 30, 2025 11:20 AM
To: Strydom, Andy <Andy.Strydom@Pentair.com>
Cc: Maduka, Kodi <Kodi.Maduka@dnow.com>; Steven.Davis1 <Steven.Davis1@kiewit.com>
Subject: Upper Bearing Cooling Requirements

You don't often get email from thomas.benson1@kiewit.com. Learn why this is important

Andy,

I appreciate the phone conversation last Friday and wanted to follow up. You stated that you were going to check with engineering regarding the requirements for cooling the upper bearing of the pumps, and whether API Plan 32 was required or an ARV on the vent line would accomplish this. Please follow up as soon as possible because if this external seal water is required for the upper bearing of the pumps, it will impact how we approach Plummer and further documentation from Pentair backing this up will be required. Please also see what can be done about getting the adjusted PE stamped calculations to us. Both items will impact startup and anything that can be done to accelerate these items will be greatly appreciated.

My number is below, so please call me with any questions you have.

Thanks,

Thomas Benson, Assoc. DBIA
Superintendent

CITY OF SHERMAN CMAR
302 Cliff Hestand Sherman TX, 75090
(469) 994-3509 Cell

Adam.Murphy3

From: Geile, Quentin <qgeile@plummer.com>
Sent: Wednesday, April 23, 2025 4:37 PM
To: Adam.Murphy3
Cc: Thomas.Benson1
Subject: [External]Sherman - Relift Pump Venting ARV

Adam,

I heard back from the engineer, and we can remove the ARV for the relift pumps. The vent pipe only will be sufficient as long as the outlet is sent to the wet well.

Thanks,
Quentin

PLUMMER

Quentin Geile, P.E.*
Project Engineer

14755 Preston Road, Suite 420
Dallas, Texas 75254
P: 214.631.6100
D: 972.996.5720
C: 720.633.5705

qgeile@plummer.com
www.plummer.com

***PE Licenses: TX, CO**

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Please consider the environment before printing this e-mail.

Plummer
1320 S University Drive #300
Fort Worth, Texas 76107
P: 8188061700

Project: 1442-005-02 South Wastewater Treatment Plant
302 Cliff Hestand Road
Sherman, Texas

RFI #594: Relift Pumps Seal Water Requirements

Status	Open		
To	Freddy Mena (Mead & Hunt) Quentin Geile (Plummer)	**From**	Alyssa OBrien (Plummer)
Date Initiated	Apr 4, 2025	**Due Date**	Apr 8, 2025
Location	Relift Pump Station	**Project Stage**	
Cost Impact	TBD	**Schedule Impact**	TBD
Spec Section	43 21 40 - Variable-Speed Mixed Flow Propeller Pumps	**Cost Code**	
Drawing Number	M-705 - M-707 , I-700	**Reference**	
Linked Drawings	I-700, M-705, M-706, M-707		
Suggested Solution		**Change Order Required?**	
Received From			
Copies To	Brian Beach (Plummer), Naomi Lightfoot (Plummer) , Alyssa OBrien (Plummer)		

SUGGESTED SOLUTION

Contractor Suggested Solution See attached RFI

Activity

Question

Question from Alyssa OBrien Plummer *on Friday, Apr 4, 2025 at 08:53 AM CDT*

See attached RFI

Attachments
COSK-KWT-DNG-RFI-0482.00.RFI.00.01.pdf

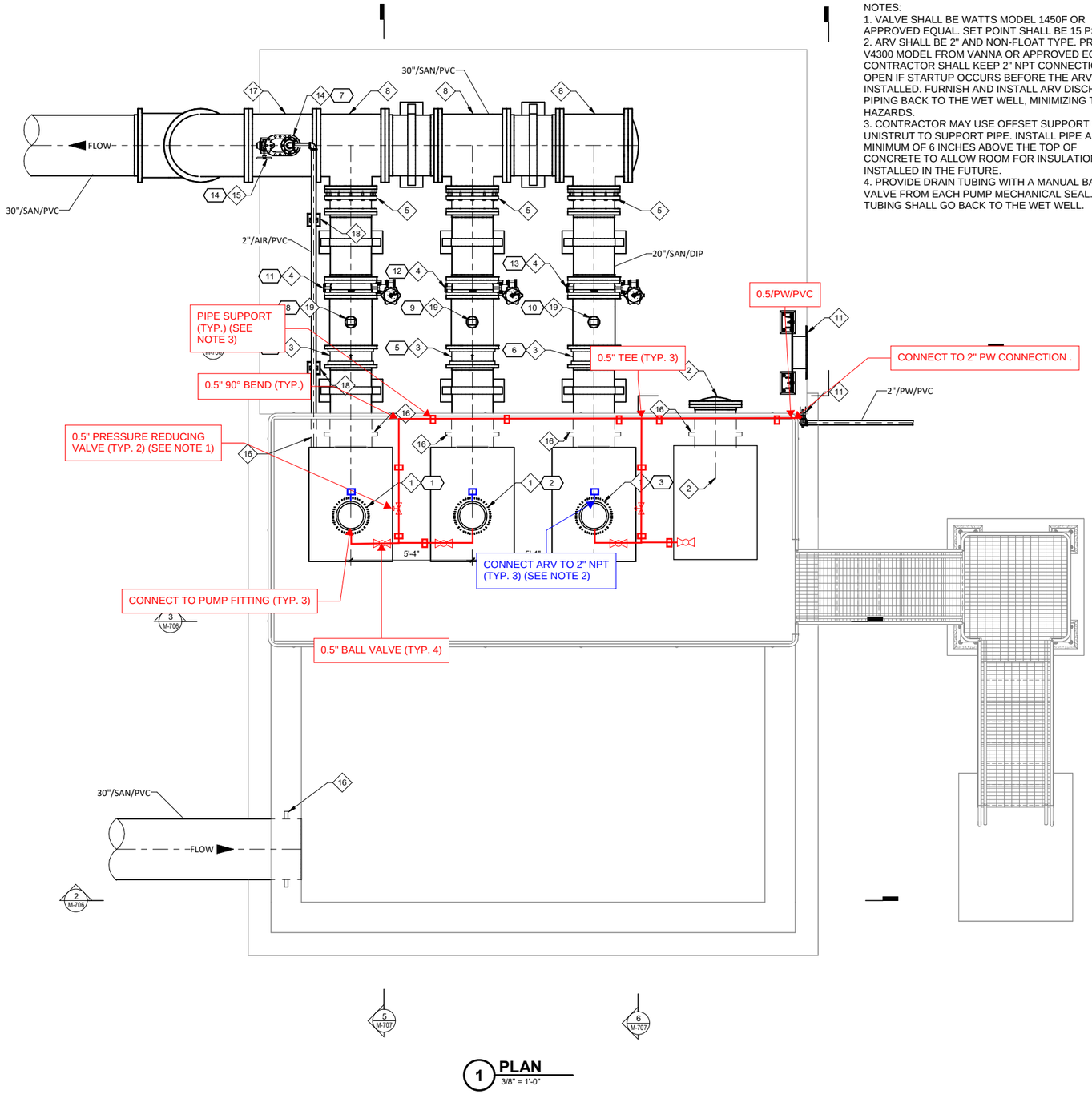
Official Response

Response from Quentin Geile Plummer *on Monday, Apr 14, 2025 at 05:04 PM CDT*

Contractor may proceed with startup of the three relift pumps, utilizing API Plan 13 to cool the mechanical seals.

See attached for temporary seal water plan sketch. Update the as-builts accordingly.

Attachments
Relift Pumps Seal Water and Vent Sketch_ARV Option v2.pdf



1 **PLAN**
3/8" = 1'-0"

LEGEND:
SEAL WATER IMPROVEMENTS
VENT IMPROVEMENTS

NOTES:
1. VALVE SHALL BE WATTS MODEL 1450F OR APPROVED EQUAL. SET POINT SHALL BE 15 PSI.
2. ARV SHALL BE 2" AND NON-FLOAT TYPE. PROVIDE V4300 MODEL FROM VANNA OR APPROVED EQUAL. CONTRACTOR SHALL KEEP 2" NPT CONNECTION OPEN IF STARTUP OCCURS BEFORE THE ARV CAN BE INSTALLED. FURNISH AND INSTALL ARV DISCHARGE PIPING BACK TO THE WET WELL, MINIMIZING TRIP HAZARDS.
3. CONTRACTOR MAY USE OFFSET SUPPORT OR UNISTRUT TO SUPPORT PIPE. INSTALL PIPE A MINIMUM OF 6 INCHES ABOVE THE TOP OF CONCRETE TO ALLOW ROOM FOR INSULATION TO BE INSTALLED IN THE FUTURE.
4. PROVIDE DRAIN TUBING WITH A MANUAL BALL VALVE FROM EACH PUMP MECHANICAL SEAL. DRAIN TUBING SHALL GO BACK TO THE WET WELL.

GENERAL NOTES

1. CONTRACTOR SHALL PROVIDE ALL FITTINGS, PIPING, PIPE SUPPORTS, MATERIALS, EQUIPMENT AND APPURTENANCES AS REQUIRED FOR A COMPLETE AND OPERABLE SYSTEM.
2. REFER TO CIVIL DRAWINGS FOR PIPING CONTINUATIONS.

KEY NOTES

1	AXIAL FLOW PROPELLER PUMP
2	20" BLIND FLANGE
3	20" FL DOUBLE DISK CHECK VALVE
4	20" FL BUTTERFLY VALVE
5	20" FLANGED COUPLING ADAPTER
8	30"X20" FL REDUCING TEE
11	FREE STANDING HOSE RACK AND HOSE VALVE. SEE STANDARD DETAIL 304
14	4" AIR RELEASE/AIR VACUUM VALVE. SEE STANDARD DETAIL 302
15	4" FL PLUG VALVE
16	STL OR DIP WALL FITTING. SEE STANDARD DETAIL 320
17	30"X2" FL REDUCING TEE
18	ADJUSTABLE PIPE SUPPORT. SEE STANDARD DETAIL 352
19	PRESSURE INSTRUMENT. SEE STANDARD DETAIL M294

(#) EQUIPMENT TAGS:

1. 700-RLP-141
2. 700-RLP-131
3. 700-RLP-121
4. 700-CV-141
5. 700-CV-131
6. 700-CV-121
7. 700-ARV-111
8. 700-PI-141
9. 700-PI-131
10. 700-PI-121
11. 700-BFV-141
12. 700-BFV-131
13. 700-BFV-121
14. 700-PV-111

Mead&Hunt
TBPELS FIRM NO. F-8909
PLUMMER
6300 LA CALMA DRIVE, STE 400 | AUSTIN, TX 78752
512.452.5905 | TBPE REGISTERED FIRM NUMBER F-13

NO.	DATE	REVISION	BY
	03/20/2024	ISSUED FOR CONSTRUCTION	CGS

Sherman
CLASSIC TOWN, BROAD HORIZON.

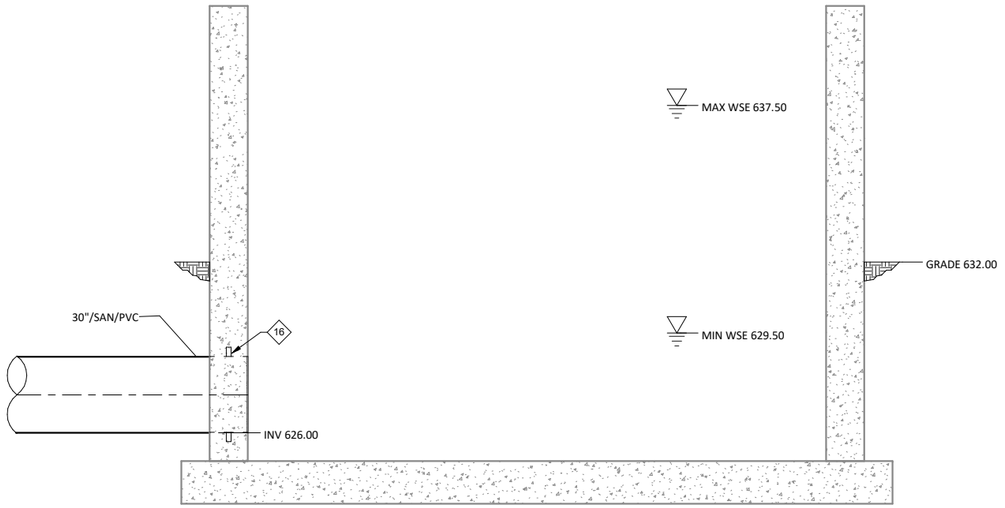
CITY OF SHERMAN
SOUTH WASTEWATER TREATMENT PLANT - MBR

PROCESS MECHANICAL
RELIFT PUMP STATION PLAN

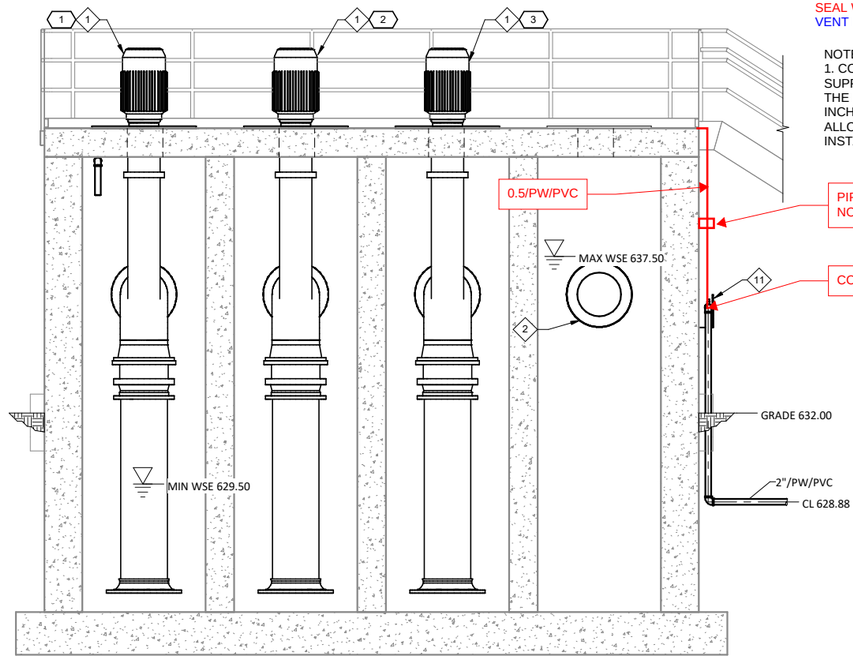
STATE OF TEXAS
CHARLOTTE G. SMITH
90300
LICENSED PROFESSIONAL ENGINEER
03/20/2024
Charlotte G. Smith

IF THIS BAR DOES NOT MEASURE ONE INCH, DRAWING IS NOT TO LABELED SCALE

DESIGNED	CGS
DRAWN	JDN
CHECKED	MAP
REVIEWED	MAP
Seq.	of
Dwg. No.	M-705
	1422-005-02



2 **SECTION**
3/8" = 1'-0"



3 **SECTION**
3/8" = 1'-0"

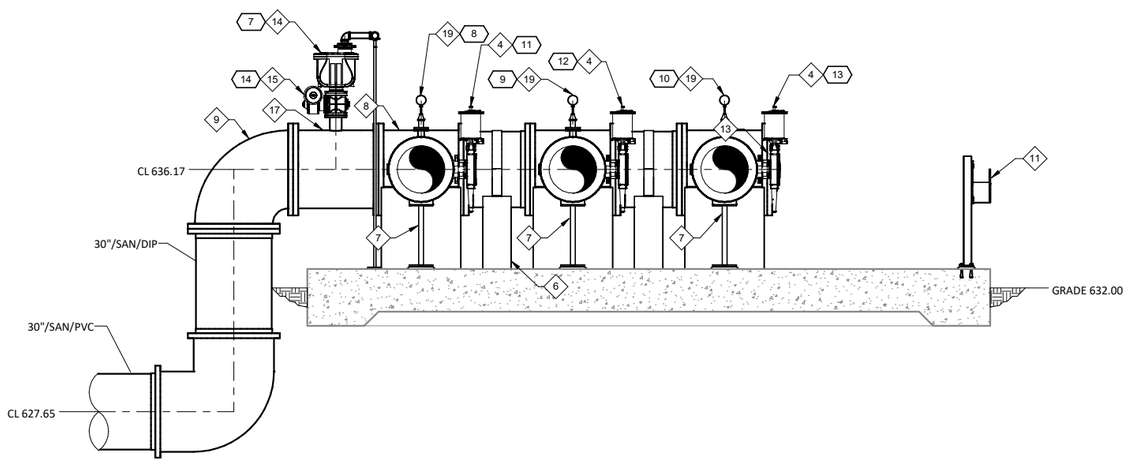
LEGEND:
SEAL WATER IMPROVEMENTS
VENT IMPROVEMENTS

NOTES:
1. CONTRACTOR MAY USE AN OFFSET SUPPORT OR UNISTRUT TO SUPPORT THE PIPE. INSTALL PIPE A MINIMUM OF 6 INCHES AWAY FROM THE CONCRETE TO ALLOW ROOM FOR INSULATION TO BE INSTALLED IN THE FUTURE.

7	FLANGE MOUNT PIPE SUPPORT. SEE RD DETAIL 344
	FL REDUCING TEE
	L ELBOW
11	FREE STANDING HOSE RACK AND HOSE VALVE. SEE STANDARD DETAIL 304
13	30" BLIND FLANGE
	LVE.
16	STL OR DIP WALL FITTING. SEE STANDARD DETAIL 320
17	30"X2" FL REDUCING TEE
19	PRESSURE INSTRUMENT. SEE STANDARD DETAIL M294

EQUIPMENT TAGS:

1.	700-RLP-141
2.	700-RLP-131
3.	700-PLP-121
7.	700-ARV-111
8.	700-PI-141
9.	700-PI-131
10.	700-PI-121
11.	700-BFV-141
12.	700-BFV-131
13.	700-BFV-121
14.	700-PV-111



4 **SECTION**
3/8" = 1'-0"

Mead&Hunt
TBPELS FIRM NO. F-8909

PLUMMER

6300 LA CALMA DRIVE, STE 400 | AUSTIN, TX 78752
512.452.5905 | TBPE REGISTERED FIRM NUMBER F-13

NO.	DATE	REVISION	BY
0	03/20/2024	ISSUED FOR CONSTRUCTION	CGS

Sherman
CLASSIC TOWN, BROAD HORIZON.

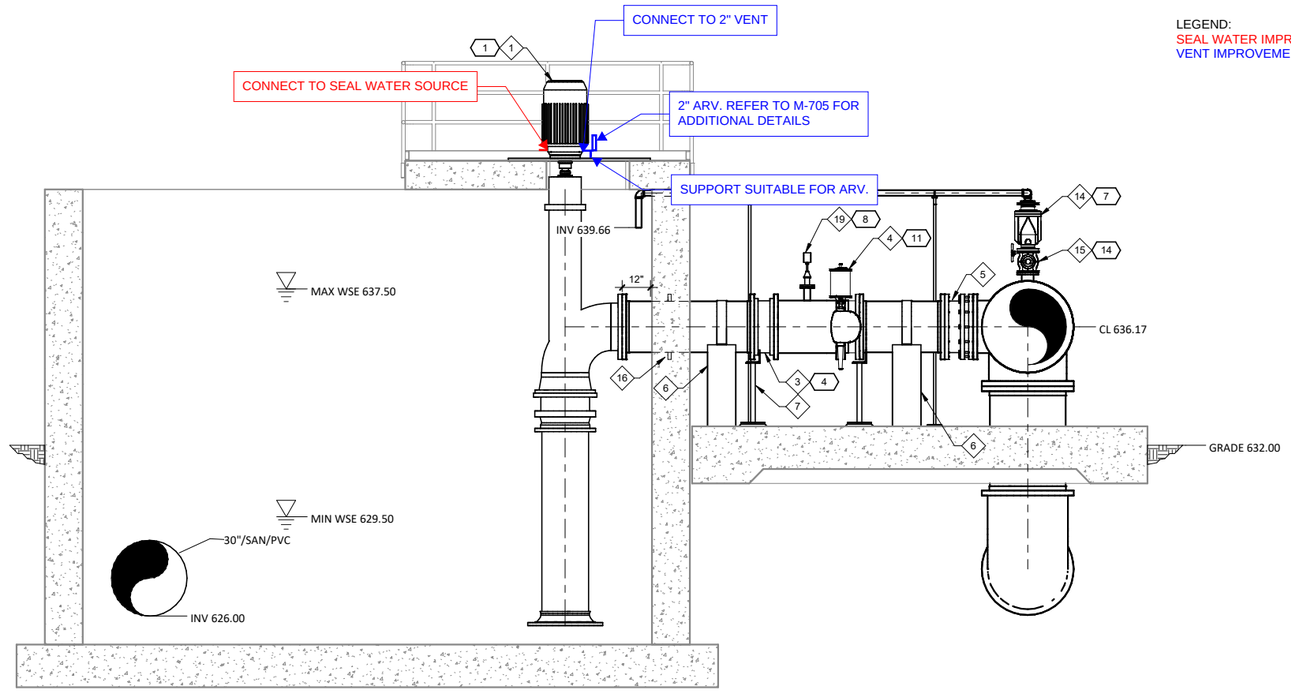
CITY OF SHERMAN
SOUTH WASTEWATER TREATMENT PLANT - MBR

PROCESS MECHANICAL
RELIFT PUMP STATION SECTIONS I

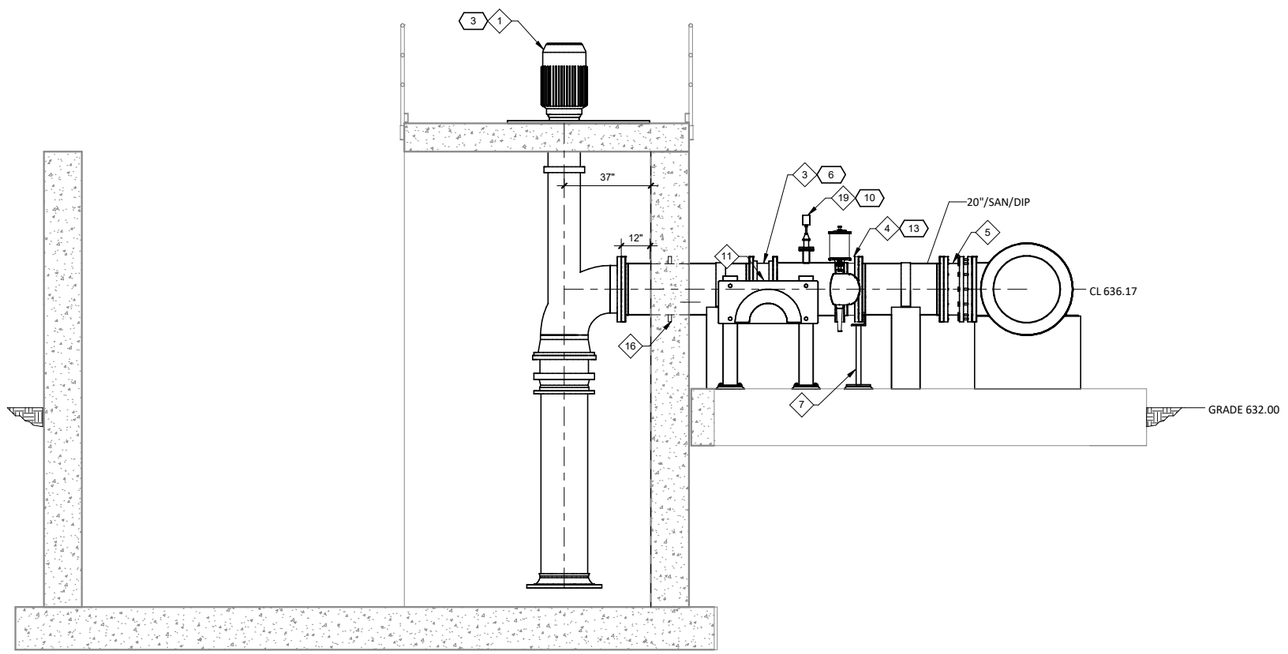
STATE OF TEXAS
CHARLOTTE G. SMITH
90300
LICENSED
PROFESSIONAL ENGINEER
03/20/2024

IF THIS BAR DOES NOT MEASURE ONE INCH, DRAWING IS NOT TO LABELED SCALE

DESIGNED	CGS
DRAWN	JDN
CHECKED	MAP
REVIEWED	MAP
Seq.	of
Dwg. No.	M-706
	1422-005-02



5 SECTION
3/8" = 1'-0"



6 SECTION
3/8" = 1'-0"

LEGEND:
SEAL WATER IMPROVEMENTS
VENT IMPROVEMENTS

KEY NOTES

1	AXIAL FLOW PROPELLER PUMP
3	20" FL DOUBLE DISK CHECK VALVE
4	20" FL BUTTERFLY VALVE
5	20" FLANGED COUPLING ADAPTER
6	CONCRETE PIPE SUPPORT. SEE STANDARD DETAIL 351
7	FLANGE MOUNT PIPE SUPPORT. SEE STANDARD DETAIL 344
11	FREE STANDING HOSE RACK AND HOSE VALVE. SEE STANDARD DETAIL 304
14	4" AIR RELEASE/AIR VACUUM VALVE. SEE STANDARD DETAIL 302
15	4" FL PLUG VALVE
16	STL OR DIP WALL FITTING. SEE STANDARD DETAIL 320
19	PRESSURE INSTRUMENT. SEE STANDARD DETAIL M294

EQUIPMENT TAGS:

1.	700-RLP-141
3.	700-RLP-131
6.	700-CV-121
7.	700-ARV-111
8.	700-PI-141
10.	700-PI-121
11.	700-BFV-141
13.	700-BFV-121
14.	700-PV-111

Mead&Hunt
TBPELS FIRM NO. F-8909
PLUMMER
6300 LA CALMA DRIVE, STE 400 | AUSTIN, TX 78752
512.452.5905 | TBPE REGISTERED FIRM NUMBER F-13

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0	03/20/2024	ISSUED FOR CONSTRUCTION	CGS

Sherman
CLASSIC TOWN, BROAD HORIZON.

CITY OF SHERMAN
SOUTH WASTEWATER TREATMENT PLANT - MBR

PROCESS MECHANICAL
RELIFT PUMP STATION SECTIONS II

STATE OF TEXAS
CHARLOTTE G. SMITH
90300
LICENSED
PROFESSIONAL ENGINEER
03/20/2024

IF THIS BAR DOES NOT MEASURE ONE INCH, DRAWING IS NOT TO LABELED SCALE

DESIGNED	CGS
DRAWN	JDN
CHECKED	MAP
REVIEWED	MAP
Seq.	of
Dwg. No.	M-707
	1422-005-02

Plummer
1320 S University Drive #300
Fort Worth, Texas 76107
P: 8188061700

Project: 1442-005-02 South Wastewater Treatment Plant
302 Cliff Hestand Road
Sherman, Texas

RFI #622: North Plant Seal Water Line ARI Air Release Valves

Status	Open		
To	Quentin Geile (Plummer) *(Response Required)*	**From**	Alyssa OBrien (Plummer)
Date Initiated	May 5, 2025	**Due Date**	May 8, 2025
Location	General Site	**Project Stage**	
Cost Impact	TBD	**Schedule Impact**	TBD
Spec Section	40 05 78 - Combination Air and Vacuum Release Valves	**Cost Code**	
Drawing Number	M-705	**Reference**	
Linked Drawings	M-705		
Suggested Solution		**Change Order Required?**	
Received From			
Copies To	Brian Beach (Plummer), Naomi Lightfoot (Plummer) , Alyssa OBrien (Plummer)		

SUGGESTED SOLUTION

Contractor Suggested Solution See attached RFI

Activity

Question

Question from Alyssa OBrien Plummer *on Monday, May 5, 2025 at 11:05 AM CDT*

See attached RFI

Attachments
COSK-KWT-DNG-RFI-0492.00.RFI.00.01.pdf

Official Response

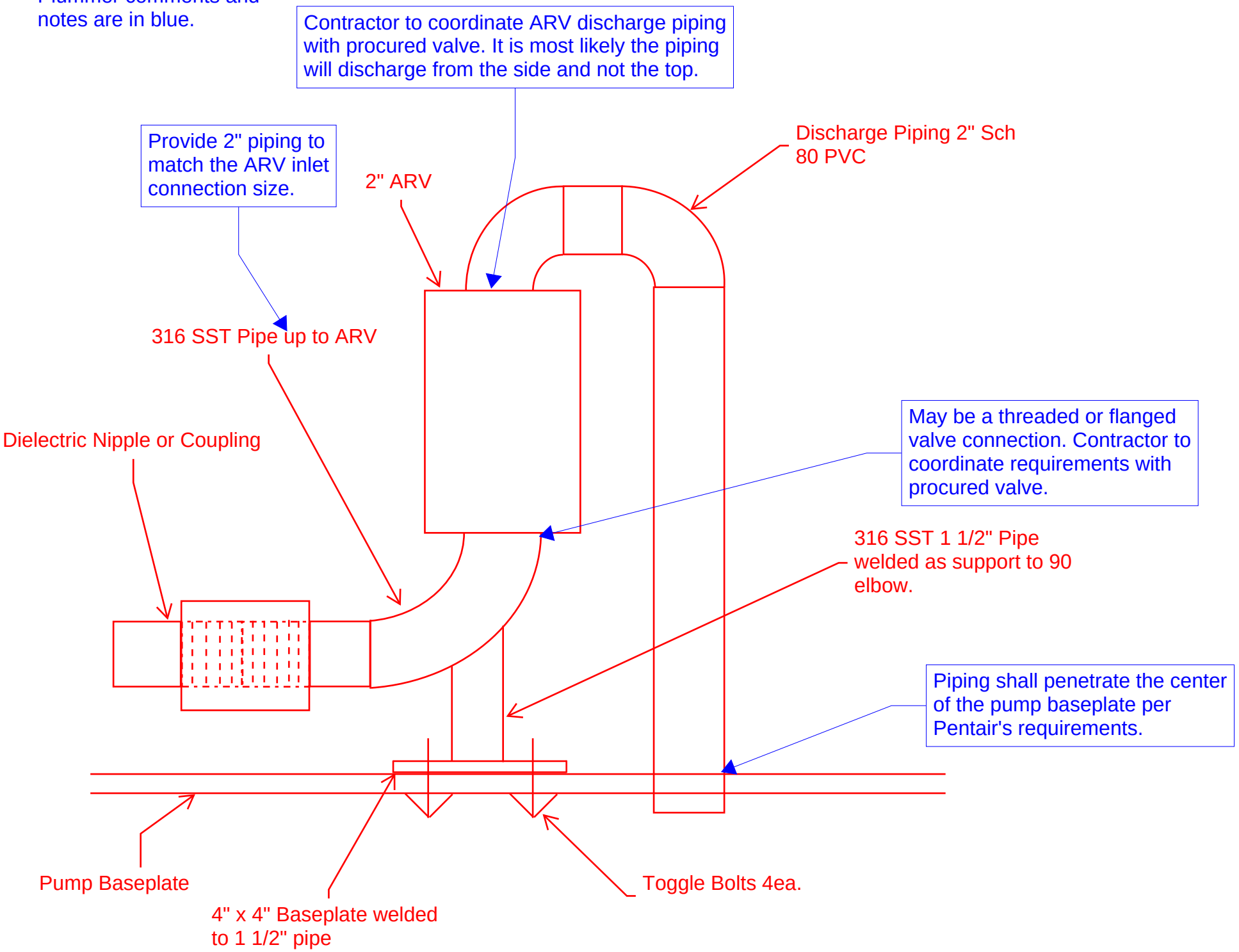
Response from Quentin Geile Plummer *on Friday, May 16, 2025 at 08:23 AM CDT*

Provide ARV and piping assembly per the attached sketch for each relift pump (3 total). This sketch was received from the Kiewit mechanical team on 5/15/2025. Refer to comments in blue for notes from the Engineer. A 2" isolation valve upstream of the ARV is not required. Contractor may provide ARV from ARI (as noted in the RFI email correspondence) or engineer approved equivalent. Update the as-builts accordingly.

Attachments
Pump ARV Sketch_v2.pdf

Pump ARV Vent Detail

Plummer comments and notes are in blue.



Cost Breakdown Structure (CBS) Register

KIEWIT CORPORATION
20053365-136123-01P - Sherman PCO Backup--Sherman WWTP Construction

CBS Position Code	Description	Quantity	Unit of Measure (UoM)	Manhours (MH)	Man Count	Equipment Count	Production (UOM/MH)	Production (UOM/Crew Hr)	Unit Cost	Total Cost	Labor Cost	Construction Equipment Cost	Materials Cost	Supplies Cost	Subcontract Cost
4.1.5	PCO #0077 - Relift PS Seal Water System	1.00	Each	447.60	35.00	1.00	0.00	0.00	$67,164.88	$67,164.89	$37,607.70	$4,475.32	$5,030.80	$0.00	$0.00
4.1.5.1	A - Direct Cost (Labor)	1.00	Each	406.50	32.00	0.00	0.00	0.01	$35,257.70	$35,257.70	$35,257.70	$0.00	$0.00	$0.00	$0.00
4.1.5.1.1	Install - AG Pipe Crew - RFI-0482 Scope Addition	1.00	Each	275.50	12.00	0.00	0.00	0.01	$23,886.83	$23,886.83	$23,886.83	$0.00	$0.00	$0.00	$0.00
4.1.5.1.1.1	Installation - Above Ground Small Bore Pipe (All-In) (PVC and CPVC)	56.00	LF	195.00	4.00	0.00	0.29	1.15	$301.91	$16,907.19	$16,907.19	$0.00	$0.00	$0.00	$0.00
4.1.5.1.1.2	Installation - Above Ground Small Bore Valve (All-In) (PVC and CPVC)	6.00	Each	8.00	4.00	0.00	0.75	3.00	$115.60	$693.63	$693.63	$0.00	$0.00	$0.00	$0.00
4.1.5.1.1.3	Installation - Above Ground Small Bore Pipe Testing	56.00	LF	72.50	4.00	0.00	0.77	3.09	$112.25	$6,286.01	$6,286.01	$0.00	$0.00	$0.00	$0.00
4.1.5.1.2	Install - AG Pipe Crew - RFI-0492 Scope Addition	1.00	Each	131.00	20.00	0.00	0.01	0.03	$11,370.87	$11,370.87	$11,370.87	$0.00	$0.00	$0.00	$0.00
4.1.5.1.2.1	Installation - Above Ground Pipe Supports	3.00	Each	9.00	4.00	0.00	0.33	1.33	$260.11	$780.33	$780.33	$0.00	$0.00	$0.00	$0.00
4.1.5.1.2.2	Installation - AG LB Valves	3.00	Each	11.00	4.00	0.00	0.27	1.09	$317.91	$953.74	$953.74	$0.00	$0.00	$0.00	$0.00
4.1.5.1.2.3	Installation - Stainless Steel Pipe - Butt Welding	6.00	DI	5.00	2.00	0.00	1.20	2.40	$73.31	$439.87	$439.87	$0.00	$0.00	$0.00	$0.00
4.1.5.1.2.4	Installation - Stainless Steel Pipe - Fillet Welding	4.00	LF	5.00	2.00	0.00	0.80	1.60	$109.97	$439.87	$439.87	$0.00	$0.00	$0.00	$0.00
4.1.5.1.2.5	Installation - Core Drilling	15.00	Each	80.00	4.00	0.00	0.19	0.75	$462.42	$6,936.28	$6,936.28	$0.00	$0.00	$0.00	$0.00
4.1.5.1.2.6	Installation - Above Ground Small Bore Pipe Testing	20.00	LF	21.00	4.00	0.00	0.95	3.81	$91.04	$1,820.77	$1,820.77	$0.00	$0.00	$0.00	$0.00
4.1.5.2	B - Direct Cost (Supervision)	1.00	Each	36.00	3.00	0.00	0.03	0.03	$5,850.00	$5,850.00	$2,350.00	$0.00	$3,500.00	$0.00	$0.00
4.1.5.2.1	FE	1.00	Each	14.00	1.00	0.00	0.07	0.07	$2,100.00	$2,100.00	$2,100.00	$0.00	$0.00	$0.00	$0.00
4.1.5.2.2	Superintendent	1.00	Each	20.00	1.00	0.00	0.05	0.05	$3,500.00	$3,500.00	$0.00	$0.00	$3,500.00	$0.00	$0.00
4.1.5.2.3	Quality	1.00	Each	2.00	1.00	0.00	0.50	0.50	$250.00	$250.00	$250.00	$0.00	$0.00	$0.00	$0.00
4.1.5.3	C - Direct Cost (PM, Supplies, Equipment, Subs)	1.00	Each	5.10	0.00	1.00	0.00	0.01	$20,535.82	$20,535.82	$0.00	$4,475.32	$1,530.80	$0.00	$0.00
4.1.5.3.1	Install - Equipment	1.00	Each	5.10	0.00	1.00	0.00	0.01	$4,475.32	$4,475.32	$0.00	$4,475.32	$0.00	$0.00	$0.00
4.1.5.3.2	Install - Permanent Material	1.00	Each	0.00	0.00	0.00	0.00	0.00	$16,060.50	$16,060.50	$0.00	$0.00	$1,530.80	$0.00	$0.00
4.1.5.4	D- Indirect Cost	1.00	Each	0.00	0.00	0.00	0.00	0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
4.1.5.5	E - Est. B&I/COMM (1.50%)	1.00	Each	0.00	0.00	0.00	0.00	0.00	$924.65	$924.65	$0.00	$0.00	$0.00	$0.00	$0.00
4.1.5.6	F - G&A (9.622%)	1.00	Each	0.00	0.00	0.00	0.00	0.00	$2,627.81	$2,627.81	$0.00	$0.00	$0.00	$0.00	$0.00
4.1.5.7	G - Fee (8.50%)	1.00	Each	0.00	0.00	0.00	0.00	0.00	$1,968.91	$1,968.91	$0.00	$0.00	$0.00	$0.00	$0.00

PCO-0077				
A	**DIRECTS - Labor**			
		LABOR	$	35,257.70
B	**DIRECTS - Supervision**			
		Supervision	$	5,850.00
C	**DIRECTS - Equip, PM, Supply, Subs**			
		Total	$	20,535.82
D	**Indirect Cost**			
		Itemized	$	-
E	**Est. Bonds/Insurance**			
	(on A, B, C, D)	1.50%	$	924.65
F	**G&A**			
	(on B, C, D, E)	9.622%	$	2,627.81
G	**Fee**			
	(on C, F)	8.50%	$	1,968.91
		TOTAL	**$**	**67,164.89**

All Resource Register

KIEWIT CORPORATION
20053365-136123-01P - Sherman PCO Backup--Sherman WWTP Construction

Resource Type	Resource Code	Description	Unit Cost (Scale 1)	Unit Cost (Scale 2)	Unit Cost (Scale 3)	Utilization Count	Unit of Measure	Backup Documentation
Labor Rate	1.C.40.1.03 (2).2 - 2024 RATES	Pipe Journeyman (Pipefitter) - 2024 RATES	$80.35	$105.77	$131.19	297.38	Hour	
Labor Rate	DISCIPLINE SUPERINTENDENT	Discipline Superintendent - 2024	$175.00	$175.00	$175.00	20.00	Hour	
Labor Rate	1.S.10.2.01 (1) (1)	Discipline Field Engineer - 2024	$150.00	$150.00	$150.00	14.00	Hour	
Labor Rate	1.C.52.1.07.2 - 2024 RATE	Maintenance Mechanic (for equip maint only) - 2024 RATES	$80.35	$105.77	$131.19	5.10	Hour	
Labor Rate	1.C.40.1.07 (2).2 - 2024 RATE	Pipe Welder - 2024 RATES	$80.35	$105.77	$131.19	5.00	Hour	
Labor Rate	[ENTER CODE] (3)	Quality Engineer 2024 Rates	$125.00	$125.00	$125.00	2.00	Hour	
Labor Rate	1.C.40.1.02 (2).2 - 2024 RATE	Pipe Foreman (Pipefitter) - 2024 RATES	$84.97	$112.70	$140.43	104.13	Hour	
Installed Material Rate	4.PIPE.PCO-077 MCMASTER CARR 5	Yor-Lok Fitting for Stainless Steel Tubing, Straight Adapter for 3/8" Tube OD x 1/	$17.62	$0.00	$0.00	3.00	Ea	05 - RFI-0482 Material Backup
Installed Material Rate	4.PIPE.PCO-077 MCMASTER CARR 9	Low Pressure Pipe Fitting, Iron, 90 Degree Elbow Connector, 2 NPT, Female	$25.08	$0.00	$0.00	3.00	Ea	05 - RFI-0482 Material Backup
Installed Material Rate	4.PIPE.PCO-077 HARRINGTON 4	2"x1/2" Tee RDCR S GRY PVC	$8.74	$0.00	$0.00	3.00	Ea	05 - RFI-0482 Material Backup
Installed Material Rate	4.PIPE.PCO-077 MCMASTER CARR17	316 SS Threaded Pipe Fitting	$53.52	$0.00	$0.00	3.00	Ea	05 - RFI-0482 Material Backup
Installed Material Rate	4.PIPE.PCO-077 MCMASTER CARR19	Thick Wall Dark Gray PVC Pipe for Water	$77.35	$0.00	$0.00	3.00	Ea	06 - RFI-0492 Material Backup
Installed Material Rate	4.PIPE.PCO-077 MCMASTER CARR 3	Thick-Wall Plastic Pipe Fitting for Water, Short 90 Degree Elbow Connector, 2 NP	$10.48	$0.00	$0.00	3.00	Ea	05 - RFI-0482 Material Backup
Installed Material Rate	4.PIPE.PCO-077 MCMASTER CARR13	Smooth-Bore Seamless 304 SS Tubing, 3/8" OD, 0.035" Wall Thickness, 8 Feet Lo	$45.36	$0.00	$0.00	3.00	Ea	05 - RFI-0482 Material Backup
Installed Material Rate	4.PIPE.PCO-077 MCMASTER CARR20	316 SS Washer for 5/8" Screw Size	$7.15	$0.00	$0.00	2.00	Ea	06 - RFI-0492 Material Backup
Installed Material Rate	4.PIPE.PCO-077 CORE&MAIN	2" ARI Air Release Valve	$4,320.22	$0.00	$0.00	3.00	Ea	06 - RFI-0492 Material Backup
Installed Material Rate	4.PIPE.PCO-077 MCMASTER CARR18	Worm Drive Clamp for Firm Hose and Tube	$15.54	$0.00	$0.00	2.00	Ea	06 - RFI-0492 Material Backup
Installed Material Rate	4.PIPE.PCO-077 MCMASTER CARR22	Super Corrosion Resistant 316 SS Hex Head Screw	$2.01	$0.00	$0.00	12.00	Ea	06 - RFI-0492 Material Backup
Installed Material Rate	4.PIPE.PCO-077 MCMASTER CARR 8	Standard-Wall Steel Pipe Nipple, Fully Threaded, 2 NPT	$6.90	$0.00	$0.00	3.00	Ea	05 - RFI-0482 Material Backup
Installed Material Rate	4.PIPE.PCO-077 GRAINGER 1	Mechanical Flowmeter	$201.97	$0.00	$0.00	1.00	Ea	05 - RFI-0482 Material Backup
Installed Material Rate	4.PIPE.PCO-077 MCMASTER CARR 6	Thick-Wall Dark Gray PVC Pipe for Water, Unthreaded, 2 Pipe Size, 10 Feet Long	$47.23	$0.00	$0.00	4.00	Ea	05 - RFI-0482 Material Backup
Installed Material Rate	4.PIPE.PCO-077 HARRINGTON 2	1/2" 90 Elbow S GRY PVC SCH80	$1.01	$0.00	$0.00	6.00	Ea	05 - RFI-0482 Material Backup
Installed Material Rate	4.PIPE.PCO-077 MCMASTER CARR 4	Yor-Lok Fitting for Stainless Steel Tubing, Straight Adapter for 3/8" Tube OD x 1/	$25.07	$0.00	$0.00	6.00	Ea	05 - RFI-0482 Material Backup
Installed Material Rate	4.PIPE.PCO-077 MCMASTER CARR 1	Thick-Wall PVC Plastic Pipe Fitting for Water, Bushing Adapter, 2 Socket Male x 1,	$10.65	$0.00	$0.00	1.00	Ea	05 - RFI-0482 Material Backup
Installed Material Rate	4.PIPE.PCO-077 MCMASTER CARR10	Anodixed Aluminum Cam-and-Groove Hose Coupling, Size 2, Plug, 2 NPT Male En	$26.06	$0.00	$0.00	3.00	Ea	05 - RFI-0482 Material Backup
Installed Material Rate	4.PIPE.PCO-077 MCMASTER CARR14	Shipping & Taxes 1	$341.93	$0.00	$0.00	1.00	Ea	05 - RFI-0482 Material Backup
Installed Material Rate	4.PIPE.PCO-077 MCMASTER CARR12	Worm-Drive Clamps for Firm Hose and Tube, Steel Screw, 1/2" Band Width 1-13/	$13.02	$0.00	$0.00	1.00	Ea	05 - RFI-0482 Material Backup
Installed Material Rate	4.PIPE.PCO-077 MCMASTER CARR 7	Thick-Wall PVC Plastic Pipe Fitting for Water, Short 90 Degree Elbow Connector, 2	$7.78	$0.00	$0.00	6.00	Ea	05 - RFI-0482 Material Backup
Installed Material Rate	4.PIPE.PCO-077 MCMASTER CARR15	316 SS Cam-and Groove Hose Coupling	$115.54	$0.00	$0.00	3.00	Ea	06 - RFI-0492 Material Backup
Installed Material Rate	4.PIPE.PCO-077 HARRINGTON 1	1/2" Valve Ball TUBV S/T PVC	$30.69	$0.00	$0.00	4.00	Ea	05 - RFI-0482 Material Backup
Installed Material Rate	4.PIPE.PCO-077 MCMASTER CARR11	Anodixed Aluminum Cam-and-Groove Hose Coupling, Size 2, Socket, Locking Lev	$65.43	$0.00	$0.00	3.00	Ea	05 - RFI-0482 Material Backup
Installed Material Rate	4.PIPE.PCO-077 MCMASTER CARR16	Standard Wall 316/316L SS Pipe Nipple	$88.62	$0.00	$0.00	3.00	Ea	06 - RFI-0492 Material Backup
Installed Material Rate	4.PIPE.PCO-077 HARRINGTON 3	1/2" Tee S GRY PVC SCH80	$2.87	$0.00	$0.00	3.00	Ea	05 - RFI-0482 Material Backup
Installed Material Rate	4.PIPE.PCO-077 MCMASTER CARR21	Thick Wall PVC Plastic Pipe Fitting for Water	$4.43	$0.00	$0.00	3.00	Ea	06 - RFI-0492 Material Backup
Installed Material Rate	4.PIPE.PCO-077 GRAINGER 2	Combo Fill and Relief Valve Body	$145.83	$0.00	$0.00	1.00	Ea	05 - RFI-0482 Material Backup
Installed Material Rate	4.PIPE.PCO-077 MCMASTER CARR 2	Thick-Wall Dark Gray PVC Plastic Pipe Nipple for Water, Fully Threaded, 2 NPT	$6.29	$0.00	$0.00	3.00	Ea	05 - RFI-0482 Material Backup
Installed Material Rate	4.PIPE.PCO-077 MCMASTER CARR23	Shipping and Taxes 2	$139.23	$0.00	$0.00	1.00	Ea	06 - RFI-0492 Material Backup
Construction Equipment Rate	2.02.006.00 (1).2 - BLUEBOOK	1/2 Ton Pickup - Direct	$39.60	$0.00	$0.00	102.00	Hour	

From: McMaster-Carr <atl.sales@mcmaster.com>
Sent: Monday, April 21, 2025 5:28 PM
To: Thomas.Benson1
Subject: [External]Confirmation for Your Order 4503859826
Attachments: Confirmation for Your Order 4503859826.PDF

Thank you for your order. We will deliver your items tomorrow between 8 and 10 am.

McMASTER-CARR

Confirmation

Delivery address
Kiewit Water Facilities South Co
C/O City of Sherman Cmar
302 Cliff Hestand Rd
Sherman TX 75090
Attention: Thomas Benson

Billing address
Kiewit
Cxml Invoicing
P O Box 452500
Omaha NE 68145

Delivery method
Ground

Payment method
Invoice

Order date
4/21/2025

Placed by
Thomas Benson

McMaster-Carr number
4632563

4503859826

Delivers Apr 22, 8-10 am

1	Thick-Wall PVC Plastic Pipe Fitting for Water Bushing Adapter, 2 Socket Male x 1/2 Socket Female 4881K624	1 each	10.65 each	$10.65

Merchandise	10.65
Shipping	10.68
Tax	1.33
Total	**$22.66**

Your order is subject only to our terms and conditions, available at www.mcmaster.com or from our Sales Department.

Phone: (404) 346-7000 Email: atl.sales@mcmaster.com

From: McMaster-Carr <atl.sales@mcmaster.com>
Sent: Tuesday, April 22, 2025 4:43 PM
To: Thomas.Benson1
Subject: [External]Confirmation for Your Order 4503861657
Attachments: Confirmation for Your Order 4503861657.PDF

Thank you for your order. We will deliver your items tomorrow between 8 and 10 am.

McMASTER-CARR

Confirmation

Delivery address
Kiewit Water Facilities South Co
C/O City of Sherman Cmar
302 Cliff Hestand Rd
Sherman TX 75090
Attention: Thomas Benson

Billing address
Kiewit
Cxml Invoicing
P O Box 452500
Omaha NE 68145

Delivery method
Ground

Payment method
Invoice

Order date
4/22/2025

Placed by
Thomas Benson

McMaster-Carr number
4704718

4503861657

Delivers Apr 23, 8-10 am

1	Thick-Wall Dark Gray PVC Pipe Nipple for Water Fully Threaded, 2 NPT 4882K18	3 each	6.29 each	$18.87
2	Thick-Wall Plastic Pipe Fitting for Water Short 90 Degree Elbow Connector, 2 NPT Female 4596K17	3 each	10.48 each	$31.44
3	Yor-Lok Fitting for Stainless Steel Tubing Straight Adapter for 3/8" Tube OD x 1/2 NPT Male 5182K126	6 each	25.07 each	$150.42

4	Yor-Lok Fitting for Stainless Steel Tubing Straight Adapter for 3/8" Tube OD x 1/4 NPT Male 5182K119	3 each	17.62 each	$52.86

Merchandise	253.59
Shipping	23.36
Tax	17.31
Total	**$294.26**

Your order is subject only to our terms and conditions, available at www.mcmaster.com or from our Sales Department.

Phone: (404) 346-7000 Email: atl.sales@mcmaster.com

From: McMaster-Carr <atl.sales@mcmaster.com>
Sent: Monday, April 28, 2025 7:42 AM
To: Thomas.Benson1
Subject: [External]Confirmation for Your Order 4503867218
Attachments: Confirmation for Your Order 4503867218.PDF

Thank you for your order.

McMASTER-CARR

Confirmation

Delivery address
Kiewit Water Facilities South Co
C/O City of Sherman Cmar
302 Cliff Hestand Rd
Sherman TX 75090
Attention: Thomas Benson

Billing address
Kiewit
Cxml Invoicing
P O Box 452500
Omaha NE 68145

Delivery method
Ground

Payment method
Invoice

Order date
4/28/2025

Placed by
Thomas Benson

McMaster-Carr number
4923576

4503867218

Delivers Apr 30

1	Thick-Wall Dark Gray PVC Pipe for Water Unthreaded, 2 Pipe Size, 10 Feet Long 48855K16	4 each	47.23 each	$188.92

Delivers Apr 29, 9-11 am

2	Thick-Wall PVC Plastic Pipe Fitting for Water Short 90 Degree Elbow Connector, 2 Socket Connect Female 4881K26	6 each	7.78 each	$46.68

Merchandise	235.60

Shipping	170.75
Tax	25.40
Total	**$431.75**

Your order is subject only to our terms and conditions, available at www.mcmaster.com or from our Sales Department.

Phone: (404) 346-7000 Email: atl.sales@mcmaster.com

From: McMaster-Carr <atl.sales@mcmaster.com>
Sent: Monday, April 7, 2025 5:35 PM
To: Thomas.Benson1
Subject: [External]Confirmation for Your Order 4503842495
Attachments: Confirmation for Your Order 4503842495.PDF

Thank you for your order. We will deliver your items tomorrow between 9 and 11 am.

McMASTER-CARR

Confirmation

Delivery address
Kiewit Water Facilities South Co
C/O City of Sherman Cmar
302 Cliff Hestand Rd
Sherman TX 75090
Attention: Thomas Benson

Billing address
Kiewit
Cxml Invoicing
P O Box 452500
Omaha NE 68145

Delivery method
Ground

Payment method
Invoice

Order date
4/7/2025

Placed by
Thomas Benson

McMaster-Carr number
3956877

4503842495

Delivers Apr 8, 9-11 am

1	Standard-Wall Steel Pipe Nipple Fully Threaded, 2 NPT 44615K419	3 each	6.90 each	$20.70
2	Low-Pressure Pipe Fitting Iron, 90 Degree Elbow Connector, 2 NPT Female 44605K119	3 each	25.08 each	$75.24
3	Anodized Aluminum Cam-and-Groove Hose Coupling Size 2, Plug, 2 NPT Male End 2084T45	3 each	26.06 each	$78.18

4	Anodized Aluminum Cam-and-Groove Hose Coupling Size 2, Socket, Locking Levers, for 2" Hose ID 2084T5	3 each	65.43 each	$196.29
5	Worm-Drive Clamps for Firm Hose and Tube Steel Screw, 1/2" Band Width, 1-13/16" to 2-3/4" Clamp ID 5415K21	1 pack of 10	13.02 pack	$13.02

Merchandise	383.43
Shipping	15.82
Tax	24.95
Total	**$424.20**

Your order is subject only to our terms and conditions, available at www.mcmaster.com or from our Sales Department.

Phone: (404) 346-7000 Email: atl.sales@mcmaster.com

From: McMaster-Carr <atl.sales@mcmaster.com>
Sent: Wednesday, April 23, 2025 12:25 PM
To: Thomas.Benson1
Subject: [External]Confirmation for Your Order 4503862794
Attachments: Confirmation for Your Order 4503862794.PDF

Thank you for your order. We will deliver your items tomorrow between 8 and 10 am.

McMASTER-CARR

Confirmation

Delivery address
Kiewit Water Facilities South Co
C/O City of Sherman Cmar
302 Cliff Hestand Rd
Sherman TX 75090
Attention: Thomas Benson

Billing address
Kiewit
Cxml Invoicing
P O Box 452500
Omaha NE 68145

Delivery method
Ground

Payment method
Invoice

Order date
4/23/2025

Placed by
Thomas Benson

McMaster-Carr number
4744917

4503862794

Delivers Apr 24, 8-10 am

1	Smooth-Bore Seamless 304 Stainless Steel Tubing 3/8" OD, 0.035" Wall Thickness, 8 Feet Long 89895K568	3 each	45.36 each	$136.08

Merchandise	136.08
Shipping	41.25
Tax	11.08
Total	**$188.41**

Your order is subject only to our terms and conditions, available at www.mcmaster.com or from our Sales Department.

Phone: (404) 346-7000 Email: atl.sales@mcmaster.com

PURCHASE ORDER

PO Number: 4503840239

4503840239

Bill To Address
2101-Kiewit Water Facilities South Co., PO Box 452500, Omaha, Nebraska, United States, 68145-2500 **Email ID / Fax Number** KBS.InvoicesAP@kiewit.com

Summary	Amount (USD)
Item Total	347.80
**Vendor shall collect sales tax when required under applicable law*	

Order Details

Order Number	4503840239	**Order Type**	New Order
Issue Date		**Payment Terms**	VPAY VENDOR ONLY - NT15 Net due in 15 days
Order Contact	ADAM.MURPHY3@KIEWIT.COM	**Order Contact Name**	Adam Murphy
IncoTerms		**Code**	
Supplier Name and Address	10001743 :: W.W. Grainger, Inc., PO BOX 419267 DEPT 882241169, Kansas City, Missouri, United States, 64141	**Requester Details**	Adam Murphy, ADAM.MURPHY3@KIEWIT.COM
Ship To Address	302 Cliff Hestand Road, Sherman, Texas, United States, 75090	**Project/Cost Center:**	105729 : City of Sherman CMAR - Carrying_Project

Material Items

Line No.	Item Number	Supplier Item Number	Item Description	Quantity	UOM	Unit Price (USD)	Total (USD)	Tax	Need By Date	Deliver To
1		4NNE7	TK120818431T Mechanical Flowmeter Product Type Flow Meter Flowmeter Type Variable Area Accuracy /-5 Percent Connection Size 1/2 in Connection Type NPTF Compatible Flow Material Water Media Temperature - Maximum 250 Degrees F Media Temperature - Minimum 32	1.00	Each	201.97	201.97	Y	4/11/2025	Adam Murphy
	Manufacturer Name	**Manufacturer Part Number**	**Manufacturer Model Number**							
	HEDLAND	H624-004								

Line No.	Item Number	Supplier Item Number	Item Description	Quantity	UOM	Unit Price (USD)	Total (USD)	Tax	Need By Date	Deliver To

2		4A822	TK120818432T Combination Fill and Relief Valve Body Material Iron Inlet Type FNPT Outlet Type FNPT Inlet Size 1/2 in Outlet Size 1/2 in Factory Set Pressure 15 psi Pressure Range 10 to 100 psi Not Applicable BtuH Disc Material Silicone Overall Height 5 1/	1.00	Each	145.83	145.83	Y	4/11/2025	Adam Murphy
	Manufacturer Name	**Manufacturer Part Number**	**Manufacturer Model Number**							
	WATTS	1450F								

Legal Terms and Conditions

Purchaser may be a federal contractor, and Seller may be a federal subcontractor. If seller is a federal subcontractor, then unless exempted, the Equal Opportunity clauses as set forth in 41 CFR §60-1.4(a), 41 CFR §60-1.4(b), 41 CFR §60- 250.5(a) ,41 CFR §60-300.5(a), and 41 CFR §60-741.5(a), as well as the specifications set forth in 41 CFR §60-4.3(a) and the provisions of 41 CFR §61-250.10, 41 CFR §61-300.10, and 29 CFR Part 471 , Appendix A to Subpart A and, if applicable, requirements of Form FHWA-1273, are incorporated by reference and shall be binding on Seller.

Except for breaches of confidentiality and vendor's third party indemnity obligations, neither party (or its affiliates, employees, contractors or suppliers, when acting in such capacity with respect to this purchase order) will be liable to the other (or its affiliates, employees, contractors or suppliers, when acting in such capacity with respect to this purchase order) for any indirect, incidental, consequential, special or punitive damages, for loss of profits or revenue or loss of time, opportunity or value of data, whether in an action in contract, tort (including negligence), product liability, strict liability, statute, law, equity or otherwise.

Seller’s quotation shall be referenced solely for purposes of price, quantity and delivery date. All other terms and conditions included in Seller’s quotation or any other communication are hereby rejected. Purchaser’s acceptance hereunder is expressly conditioned upon and limited to application of previously negotiated and mutually agreed terms. Seller will be deemed to have accepted the Purchase Order when it (i) sends Purchaser notice of acceptance in writing, (ii) starts to perform any services in accordance with the terms of the Purchase Order, and/or (iii) delivers any or all of the goods or materials covered by the Purchase Order, whichever occurs first. Purchaser may withdraw the Purchase Order at any time before it is accepted by Seller. No contract will exist except as herein provided.

Seller shall comply with Contractor’s Vendor Code of Conduct

If no incoterm is listed above, all equipment, materials, components, documents and other deliverables furnished under this Agreement shall be delivered D.D.P. (Incoterms 2020) to the Project Site, or such other location as Contractor may direct in writing.

Harrington Industrial Plastics LLC

Harrington Industrial Plastics
1119 N Frisco Road
Sherman TX 75090-2602

Phone: **Fax:**

Attention: THOMAS BENSON

Company: KIEWIT INFRASTRUCTURE

To: DPITTMAN@HIPCO.COM

From: David H. Pittman

Subject: QUOTE 12404470

Memo:

Harrington Industrial Plastics
1119 N Frisco Road
Sherman TX 75090

Fax

Quotation# 12404470
Written: DHP
Quote Date 04/17/25
Expire Date 05/01/25
Page 1 OF 1

Quotation

130629
KIEWIT INFRASTRUCTURE

PO BOX 452500
OMAHA, NE 68145-2500

Ship To:
KIEWIT / CITY OF SHERMAN

302 CLIFF HESTAND RD
SHERMAN, TX 75090-3580

Job: PVC SCH80
RFQ#

Contact: THOMAS BENSON
Phone#: 858-780-0101
Fax:

Ship Via: CUSTOMER PICK UP
FOB / Delivery ARO: SHIPPING POINT
Frt-Terms: PREPAID FFA

Product/Description	Quantity	Price	U/M	Extension
1601005 1/2" VALVE BALL TUBV S/T PVC EPDM TYPE 21 230PSI	4	30.69	EA	122.76
806-005S 1/2" 90 ELBOW S GRY PVC SCH80	6	1.01	EA	6.06
801-005S 1/2" TEE S GRY PVC SCH80	3	2.87	EA	8.61
801-247S 2"X1/2" TEE RDCR S GRY PVC SCH80	3	8.74	EA	26.22

*
**ALL ITEMS IN STOCK IN
SHERMAN

Harrington's standard Terms and conditions apply. Please visit
https://www.hipco.com/terms-and-conditions-sale for the full
Terms and Conditions

Merchandise	Tax	Est.Freight / Handling	Net Quote Total
163.65	0.00	0.00	163.65

Thanks For Thinking Harrington.
Respectfully David H. Pittman
All Quotations are subject to review upon placement of order.
Freight/Handling and applicable taxes if not listed above will be added.
Harrington standard terms and conditions apply to this quote.

McMASTER-CARR

Order Confirmation

404-346-7000
404-349-9091 (fax)
atl.sales@mcmaster.com

Ship to

Kiewit Water Facilities South Co
C/O City of Sherman Cmar
302 Cliff Hestand Rd
Sherman TX 75090

Attention Thomas Benson

Purchase Order	Order Date
4503919327	6/7/25
Ordered By	**McMaster-Carr Number**
Thomas Benson	6932555

Line		Product	Ordered	Delivers	Price	Total
1	53015K134	316 Stainless Steel Cam-and-Groove Hose Coupling, Socket, 316 Stainless Steel Locking Levers, 1-1/2 Size, 1-1/2 NPT Male	3 each	Jun 10	115.54 each	346.62
2	4548K292	Standard-Wall 316/316L Stainless Steel Pipe Nipple, Threaded on Both Ends, 2 NPT, 12" Long	3 each	Jun 10	88.62 each	265.86
3	4452K419	316 Stainless Steel Threaded Pipe Fitting, Low-Pressure, 90 Degree Elbow Connector, 2 NPT Female	3 each	Jun 10	53.52 each	160.56
4	5011T54	Worm-Drive Clamp for Firm Hose and Tube, 316 Stainless Steel, 9/16" Band Width, 11/16"- 1-1/4" Clamp ID Range, packs of 5	2 packs	Jun 10	15.54 per pack	31.08
5	4802N26	Thick-Wall Dark Gray PVC Pipe for Water, Threaded on One End, 1-1/2 NPT, 5 Feet Long	3 each	Jun 10	77.35 each	232.05
6	90107A035	316 Stainless Steel Washer for 5/8" Screw Size, General Purpose, 0.688" ID, packs of 10	2 packs	Jun 10	7.15 per pack	14.30
7	4881K25	Thick-Wall PVC Plastic Pipe Fitting for Water, Short 90 Degree Elbow Connector, 1-1/2 Socket Female	3 each	Jun 10	4.43 each	13.29
8	93190A798	Super-Corrosion-Resistant 316 Stainless Steel Hex Head Screw, 5/8"-11 Thread Size, 1-1/2" Long, packs of 1	15 packs	Jun 10	2.01 per pack	30.15

Merchandise	1,093.91
Shipping	66.69
Tax	72.54
Total	$1,233.14

Your order is subject only to our terms and conditions, available at www.mcmaster.com or from our Sales Department.

PURCHASE ORDER

PO Number: 4503907218

4503907218

Bill To Address
2101-Kiewit Water Facilities South Co., PO Box 452500, Omaha, Nebraska, United States, 68145-2500 **Email ID / Fax Number** KBS.InvoicesAP@kiewit.com

Summary	Amount (USD)
Item Total	12,960.66
**Vendor shall collect sales tax when required under applicable law*	

Order Details

Order Number	4503907218	**Order Type**	New Order
Issue Date	5/29/2025	**Payment Terms**	1% 10 days, NET 30
Order Contact	NOAH.SABATKA@KIEWIT.COM	**Order Contact Name**	Noah Sabatka
IncoTerms		**Code**	
Supplier Name and Address	10010096 :: Core & Main LP, PO BOX 28330, St Louis, Missouri, United States, 63146	**Requester Details**	Adam Murphy, ADAM.MURPHY3@KIEWIT.COM
Ship To Address	302 Cliff Hestand Road, Sherman, Texas, United States, 75090	**Project/Cost Center:**	105729 : City of Sherman CMAR - Carrying_Project

Header Comments

Quote provided by: Chupik, Allen - Allen.Chupik@coreandmain.com

Material Items

Line No.	Item Number	Supplier Item Number	Item Description	Quantity	UOM	Unit Price (USD)	Total (USD)	Tax	Need By Date	Deliver To
1			2” ARI Air Release mode 26TSS02 w/ non slam attachment	3.00	Each	4,320.22	12,960.66	N	6/5/2025	Adam Murphy

Legal Terms and Conditions

Purchaser may be a federal contractor, and Seller may be a federal subcontractor. If seller is a federal subcontractor, then unless exempted, the Equal Opportunity clauses as set forth in 41 CFR §60-1.4(a), 41 CFR §60-1.4(b), 41 CFR §60- 250.5(a) ,41 CFR §60-300.5(a), and 41 CFR §60-741.5(a), as well as the specifications set forth in 41 CFR §60-4.3(a) and the provisions of 41 CFR §61-250.10, 41 CFR §61-300.10, and 29 CFR Part 471 , Appendix A to Subpart A and, if applicable, requirements of Form FHWA-1273, are incorporated by reference and shall be binding on Seller.

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Seller’s quotation shall be referenced solely for purposes of price, quantity and delivery date. All other terms and conditions included in Seller’s quotation or any other communication are hereby rejected. Purchaser’s acceptance hereunder is expressly conditioned upon and limited to application of previously negotiated and mutually agreed terms. Seller will be deemed to have accepted the Purchase Order when it (i) sends Purchaser notice of acceptance in writing, (ii) starts to perform any services in accordance with the terms of the Purchase Order, and/or (iii) delivers any or all of the goods or materials covered by the Purchase Order, whichever occurs first. Purchaser may withdraw the Purchase Order at any time before it is accepted by Seller. No contract will exist except as herein provided.

Seller shall comply with Contractor’s Vendor Code of Conduct

PAPE-DAWSON ENGINEERS

DESIGN SUBMITTAL COMMENT - RESPONSE FORM
CITY OF SHERMAN - MAJOR INFRASTRUCTURE IMPROVEMENTS PROGRAM

Sherman
CLASSIC TOWN. BROAD HORIZON.

PROJECT TITLE: COSK - South WWTP - MBR
DOCUMENT NAME: **COSK-KWT-PCO-077 Relift Pumps Seal Water System Addition**

DOCUMENT TYPE: PCO
DOCUMENT NO.: PCO 077
DATE SUBMITTED: 6/23/2025
DATE RESPONSE REQUIRED: 7/23/2025

PREPARER: Kiewit
REVIEWERS: Plummer, Pape-Dawson
RESPONDERS (Program Design Consultant): Pape-Dawson

Comment No.	Document Section/Chapter/Appendix	Page/Exhibit No./ Drawing Sheet No.	Reviewer Name/ Initials	Comment		Response / Resolution	Comments Resolved (Yes/No)
1	Cost Breakdown Structure	4.1.5.1.1.1 Installation - Above Ground Small Bore Pipe (All-In) (PVC and CPVC)	RM	3.5 hours per foot is excessive. I would agree to 1 hour per foot total manhours. which is consistent with LOE from PCO 019 for similar install.		PCO-019 was priced and submitted in September of 2024. The LOE requested is no longer consistent with the LOE at completion of this Change work. This work was also completed by the time the PCO was submitted. The LOE submitted was the actual LOE and is reflected in the actual cost to complete the scope of the Change. The request to reduce the LOE has not been justified more than feeling that it is excessive. CMAR was provided direction to proceed with the Change, and in efforts to complete the work in a timely manner and maintain schedule integrity, completed this Change work to the best of its ability in good faith, with the intent of getting paid for its efforts. If CMAR waited to complete this work at a later date, the labor and equipment necessary to complete the scope may have not been available. There is potential that labor would've needed to be remobilized, leading to additional cost.	yes

Comment No.	Document Section/Chapter/Appendix	Page/Exhibit No./ Drawing Sheet No.	Reviewer Name/ Initials	Comment		Response / Resolution	Comments Resolved (Yes/No)
2	Cost Breakdown Structure	4.1.5.1.1.3 Installation - Above Ground Small Bore Pipe Testing	RM	level of effort is too high for small above ground pipe. I would agree to 20 hours. which is consistent with LOE from PCO 019 for similar install.		PCO-019 was priced and submitted in September of 2024. The LOE requested is no longer consistent with the LOE at completion of this Change work. This work was also completed by the time the PCO was submitted. The LOE submitted was the actual LOE and is reflected in the actual cost to complete the scope of the Change. The request to reduce the LOE has not been justified more than feeling that it is excessive. CMAR was provided direction to proceed with the Change, and in efforts to complete the work in a timely manner and maintain schedule integrity, completed this Change work to the best of its ability in good faith, with the intent of getting paid for its efforts. If CMAR waited to complete this work at a later date, the labor and equipment necessary to complete the scope may have not been available. There is potential that labor would've needed to be remobilized, leading to additional cost.	yes

Comment No.	Document Section/Chapter/Appendix	Page/Exhibit No./ Drawing Sheet No.	Reviewer Name/ Initials	Comment		Response / Resolution	Comments Resolved (Yes/No)
3	Cost Breakdown Structure	4.1.5.1.2.5 Installation - Core Drilling	RM	I would agree to 1.25 hours each, which is a consistent LOE to PCO 018 for drill & epoxy anchors.		PCO-019 was priced and submitted in September of 2024. The LOE requested is no longer consistent with the LOE at completion of this Change work. This work was also completed by the time the PCO was submitted. The LOE submitted was the actual LOE and is reflected in the actual cost to complete the scope of the Change. The request to reduce the LOE has not been justified more than feeling that it is excessive. CMAR was provided direction to proceed with the Change, and in efforts to complete the work in a timely manner and maintain schedule integrity, completed this Change work to the best of its ability in good faith, with the intent of getting paid for its efforts. If CMAR waited to complete this work at a later date, the labor and equipment necessary to complete the scope may have not been available. There is potential that labor would've needed to be remobilized, leading to additional cost.	yes

PLUMMER

Potential Change Order (PCO) Request

PROJECT NO:1422-005-03

PROJECT: South Wastewater Treatment Plant - MBR

OWNER: City of Sherman

CONTRACTOR: Kiewit Construction South

ENGINEER: Plummer Associates, Inc.

PCO NO.: 078

DESCRIPTION: **Temporary Pad Mounted Switch and Various Electrical & Instrumentation Updates**

NOTIFICATION BY CONTRACTOR

The Contractor proposes to make the additions, modifications, or deletions to the Work described in the Contract Documents, as shown in Attachment "A" and requests that you take the following action:

- ☐ Notify us that you concur that this change does not require a change in Contract time or amount and issue a Field Order.
- ☒ Issue a Change Order for performing the described change. Change in Contract amount is indicated in the attached detailed cost breakdown of labor, materials, equipment and all other costs associated with this change. Impacts on Contract Time are shown in the attached revised schedule.
- ☐ Authorize the Contractor to proceed with the described change. Payment will be requested at the unit price bid.
- ☐ Authorize the Contractor to proceed with the change under the time and materials provisions of the Contract.
- ☐ Authorize this change utilizing Approval of Contingency Fund.

By: Kory Kyllo Date: 8/19/2025

ENGINEER'S RESPONSE

We respond to your request as follows: Recommended total Value of PCO 078is $91,210.49

- ☐ We concur that this is a no cost or time change. See attached/forthcoming Field Order No. / comments.
- ☐ Your proposal is recommended to the Owner with funding authorized by use of project Contingency Fund.
- ☒ Your proposal is recommended to the Owner. See attached/forthcoming proposed Change Order.
- ☐ Proceed with the change at the unit price bid.
- ☐ Proceed with the change under the time and materials provisions of the Contract.
- ☐ Additional information is required to evaluate this request. Provide information as described in the attached comments and resubmit.
- ☐ Potential Change Order Request is not accepted.

Construction Manager: Brian Beach Date: 8/28/25

Engineer: Date: 08/28/25

Program Manager: Date: 8/25/25

Owner: Thomas J. Smith, P.E. Date: 8/29/2025

PAPE-DAWSON ENGINEERS

Project: COSK South Wastewater Treatment Plant - MBR Project

Owner: City of Sherman

Subject: Potential Change Order Review Memorandum

PCO078 – Temporary Pad Mounted Switch and Various Electrical & Instrumentation Updates

Date: 8/27/25

This Potential Change Order (PCO) is provided in response to WCD0040 R1 and WCD0043. WCD 0040 R1 was issued on 8/7/2025 to provide for the rental, installation, and testing of a temporary Pad Mounted Switch for the project until the permanent switch could be delivered. WCD 0043 was issued on 7/24/2025 to provide for additional electrical lighting in the city provided building housing an ammonia sample pump and analyzer. This PCO provides for all labor, material, supervision, and equipment to install the added items.

Below is a summary table of the history of this Potential Change Order (PCO) showing all submittals and total cost. Written comments and responses that were made on the PCO are included at the end of the PCO documentation

ID Number	Source (WCD, RFI, PCM)	Title	Submitted Date	Response Date	Total Cost or (Credit)
PCO 078	WCD 040 R1 and WCD 043	Temporary Pad Mounted Switch and Various Electrical & Instrumentation Updates	8/19/2025	8/27/2025	$91,210.49

Reviews were provided by Plummer and Pape Dawson. It is the opinion of the combined project team that the cost provided in the final revision is an accurate cost for the work added and approval is recommended.

POTENTIAL CHANGE ORDER

Kiewit

Date: 08/19/2025	Potential Change Order #: PCO-0078	Revision #: 00
To: City of Sherman (COS) 220 W. Mulberry Street Sherman, TX 75090	Contract #: 1513-U Construction Manager at Risk (CMAR)	Project: South WWTP - MBR

Drawing, Specification, Equipment Number or Other Reference: COSK-PSE-WCD0040 R1 Temporary Pad Mounted Switch and COSK-PSE-WCD0043 Electrical Updates

Description of the Proposed Change Order Work: WCD-040 R1 Temporary Pad Mounted Switch and WCD-043 Various Electrical and Instrument Updates

CMAR received WCD 0040 R1 Temporary Pad Mounted Switch on August 7th, 2025 and WCD-043 Various Electrical and Instrument Updates on July 25th, 2025. CMAR is providing this PCO in accordance with General Conditions 1.01 A. 51., 10.01 A. and B., and 10.03 A. This PCO is also submitted in accordance with General Conditions 12.01.B.2 and the value of the Work will be determined by a mutually agreed lump sum. This mutually agreed lump sum is only applicable to this specific PCO-0078.

PCO-0078 consists of work associated with WCD-040 R1, including CMAR providing a rental pad mounted switch, placing it on an equipment pad, providing four (4) sets of 3M Cable Termination, providing three (3) sets of fuses, installing fuse cutouts on customer poles with two sets of fuses, connecting MV cable to the overhead line, removing the rental pad mounted switch, and installing 25kV bushings on the incoming position of the permanent pad mounted switch. PCO-0078 also includes work associated with WCD-043, consisting of additional scope to the ammonia shelter, including installing a new power panel, adding lights, receptacles, and required circuits. It also includes changes to the MBR Support Building, consisting of adding conduit and wire from new tote low level switches to the PLC panel, changing fixtures in the electrical room, and relocating and deleting sampler receptacles.

The schedule is still being evaluated and a separate PCO will be submitted under separate cover if schedule impacts are identified.

Kiewit Water Facilities South Co.'s proposal for this package represents $91,210.49

This estimate is based on a 6-day work week, 10 hours per day.

Kiewit has marked pages in this document “confidential” as they contain proprietary rates and other information that are trade secrets in reference to Texas Government Code 552.110.

This quote is valid for 30 days from date of submission in accordance with General Conditions 10.05 C. CMAR reserves the right to update the cost if those 30 days are exceeded.

Construction				**Estimated Effect on Contract Price**
Lump Sum ($)				Change Impact ($)
$91,210.49				**$91,210.49**
Detailed components of above categories must accompany this estimate (discipline, craft, commodity of material, etc.)				

Estimated Effect on Project Schedule (calendar days)		**Estimated Effect on Contract Terms**
Substantial Completion	N/A	N/A
Final Completion	N/A	N/A

Recommended by: Kiewit Water Facilities South Co.

Project Manager: _____ 8/19/2025
Contractor Date

Basis of Estimate: WCD-040 R1 Temporary Pad Mounted Switch and WCD-043 Various Electrical and Instrument Updates

Summary

1. **A – Direct Cost (Labor)**	Sub-Total	$0.00
2. **B – Direct Cost (Supervision)**	Sub-Total	$2,600.00
3. **C – Direct Cost (PM, Supplies, Equipment, Subs)**	Sub-Total	$73,216.06
4. **D – Indirect Cost**	Sub-Total	$0.00
5. **E – Est. B&I / COMM (1.50%)**	Sub-Total	$1,137.24
6. **F – G&A (9.622%)**	Sub-Total	$7,404.45
7. **G – Fee (8.50%)**	Sub-Total	$6,852.74
	Grand Total	**$91,210.49**

Initiator

Plummer: issuance of WCD 0040, WCD 0040 R1 and WCD-043.

Merit

Issuance of WCD 0040 and WCD 0040 R1 Temporary Pad Mounted Switch, and WCD-043 Various Electrical and Instrument Updates by the Engineer.

Summary

CMAR received WCD 0040 Temporary Pad Mounted Switch on April 16th, 2025. CMAR quickly coordinated with vendors to locate a reconditioned switch that would meet the requirements set out in WCD-040. It was determined that Asher Power had a switch available for rent that could be utilized. Asher Power will be providing a G&W 6-way PNI Vault Style Switchgear. A five-month rental period is included in this PCO-0078 for the temporary switch, along with expedited shipping. If additional time is required beyond the five months, additional cost will be captured in a separate PCO. Electric Power Systems provided DAL-JR-Q25158 to capture the cost of the temporary termination material.

The Engineer stated that additional scopes of work were going to be added to WCD 0040 and that a revision was going to be released once the permanent pad mounted switch gears were procured. CMAR later received WCD 0040 R1 Temporary Pad Mounted Switch on August 7th, 2025

The scope of work for this PCO-0078 includes:

1. Provide a rental pad mount switch equivalent to a 600-amp, 4-way, 1 switch in, 3 fused out, S&C PMH-12 configuration.
   a. Replace three sets of 25KV bushings with 15KV bushings.
2. Place rental switch on pad.
3. Install fuse cutouts on customer pole and provide two sets of fuses.
4. Connect MV cable to the overhead line.

KIEWIT WATER FACILITIES SOUTH CO.
2050 Roanoke Rd, Westlake, TX 76262

5. Remove rental switch on pad and replace the 15KV bushings with the original 25KV bushings. Install the permanent switch.
6. Procure and install one set of 25KV bushings on the incoming position of procured switch.

CMAR received WCD 0043 Various Electrical and instrument updates on July 25th, 2025. WCD 0043 provided four updated Contract Drawings: E-100, E-553, E-558, and E-559. The scope consists of additional scope to the ammonia shelter, including installing a new power panel, adding lights, receptacles, and required circuits. It also includes changes to the MBR Support Building, consisting of adding conduit and wire from new tote low level switches to the PLC panel, changing fixtures in the electrical room, and relocating and deleting sampler receptacles

See attachments for a breakdown.

The schedule is still being evaluated and a separate PCO will be submitted under separate cover if impacts are identified.

1. **A - Direct Cost (Labor)**

Total	$0.00

No Direct Cost (Labor) included in PCO 78.

2. **B - Direct Cost (Supervision)**

Total	$2,600.00

The following is captured under B - Direct Cost (Supervision): A Field Engineer & Superintendent are required for PCO-0078. The below breaks down the responsibilities for this additional scope of work:

Field Engineer

- Review documentation to identify all changes
- Communication and coordination with temporary PMS vendors
- Estimate reviews with change management team
- Revise existing work plans.
- Field presence
- Work with scheduling team to add new activities and/or adjust durations of CPM schedule and see if there were any schedule impacts

Superintendent

- Communication and coordination with temporary PMS vendors
- Review revised Work Plans (Individually and with Crew)
- Field presence/Supervising additional scope

KIEWIT WATER FACILITIES SOUTH CO.
2050 Roanoke Rd, Westlake, TX 76262

- Work with scheduling team to provide input and identify any impacts.

See attachments for a breakdown.

3. **C - Direct Cost (PM, Supplies, Equipment, Subs)**

Total	$73,216.06

The following is captured under C - Direct Cost (PM, Supplies, Equipment, Subs): Asher Power Equipment Rental Agreement for the rental costs of the temporary switchgear. Electric Power Systems DAL-JR-Q25158 and Alterman Proposal 35 for installation of the temporary pad mounted switchgear, installing fuse cutouts on customer pole, connecting MV cable to overhead line, removing the rental pad mounted switchgear, and replacing bushings. Alterman proposal 35 to procure, install, and modify items at the ammonia shelter and MBR Support Building per scope described in the Summary.

See attachments for a breakdown.

4. **D - Indirect Cost**

Total	$0.00

5. **E - Est. B&I / COMM (1.50%)**

Total	$1,137.24

Est. Bond and Insurance / Commercial required for PCO 78.

6. **F - G&A (9.622%)**

Total	$7,404.45

General and Administrative expenses required for PCO 78.

7. **G - Fee (8.50%)**

Total	$6,852.74

KIEWIT WATER FACILITIES SOUTH CO.
2050 Roanoke Rd, Westlake, TX 76262

Attachments

1. COSK-PSE-WCD0040 R1 Temporary Pad Mounted Switch
2. COSK-PSE-WCD0043 Electrical Updates
3. PCO 0078 Cost Breakdown Structure
4. PCO 0078 Resource Rate Register
5. Electric Power Systems DAL-JR-Q25158 Sherman MV Terms
6. Asher Power Equipment Rental Agreement and PO
7. Alterman Cost Proposal No. 35
8. PCO 78 - Assumptions and Clarifications Log

KIEWIT WATER FACILITIES SOUTH CO.
2050 Roanoke Rd, Westlake, TX 76262

Project:	South Wastewater Treatment Plant - MBR	**Project Number:**	
Owner:	Greater Texoma Utility Authority/City of Sherman		1513-U
Contractor:	Kiewit Water Facilities South Co.		105718
Engineer:	Plummer Associates		1422-005-02

Work Change Directive No.: 40 R1 **Description:** Temporary Pad Mounted Switch

Specification: N/A

Drawing No.: N/A **Detail Description:** Temporary Pad Mounted Switch

Make the following additions, modifications, or deletions to the Work described in the Contract Documents:

Provide a temporary Pad Mounted Switch. Work is further described below:

a. Provide a new or reconditioned pad mount switch equivalent to a 600-amp, 4-way, 1 switch in, 3 fused out, S&C PMH-12 configuration. Surplus Record https://surplusrecord.com has several listed for sale.
b. Switch shall be placed on 18" curb that can be removed in future. Curb to allow cable space below switch.
c. Provide four (4) sets of 3M Cable Termination. Minimize amount of cable ends cut, pull excess cable back into manholes.
d. Provide three (3) sets of fuses.

Revision 1 - 8/7/2025
Revise this WCD to include the scope items on the attached "WCD-040 Temporary Pad Mounted Switch Rev1 Text"

Purpose of Work Change Directive:

There was a Fabrication Delay from Pad Mounted Switch manufacturer. In order to not delay plant startup activities a temporary switch is needed.

The Owner directs the Contractor to proceed with Work described in this Work Change Directive. Compensation for this Work will be determined using the methods described below. Costs for the Work Change Directive may not exceed the total authorized compensation shown for this Work Change Directive shown below without authorization of the Owner by other Work Change Directives or by Change Order. Contractor is to submit a Change Proposal when impacts on Contract Price and Contract Times can be determined. A Change Order or Contract Amendment is to be issued to incorporate changes in Contract Price and / or Contract Times.

Basis of Compensation:

☐ Unit Prices
☒ Lump Sum calculated using Cost of Work provisions in General Conditions Paragraph 12.01
☐ Time and Materials using Cost of Work provisions in General Conditions Paragraph 12.01
☐ Allowance based on provisions in General Conditions Paragraph 11.02.

Project:	South Wastewater Treatment Plant - MBR	**Project Number:**	
Owner:	Greater Texoma Utility Authority/City of Sherman	1513-U	
Contractor:	Kiewit Water Facilities South Co.	105718	
Engineer:	Plummer Associates	1422-005-02	

Required Documentation:

☒ Detailed cost breakdown attached showing labor, materials, equipment and all other costs for this change

☒ Schedule attached to show impacts and justification for requested change in Contract Times if applicable

Compensation for this Work Change Directive may not exceed: $ N/A

Recommended by: Design Engineer

Name: [signature] Date: 4.16.2025

Recommended by: Project Construction Manager

Name: [signature] Date: 4/16/25

Approved by: Kiewit Water Facilities South Co.

Name: [signature] Date: 4/25/2025

Approved by: Program Manager

Name: [signature] Date: 4/16/25

Approved by: Greater Texoma Utility Authority

Name: [signature] Date: 4/16/2025

Approved by: City of Sherman

Name: [signature] P.E. Date: 4/16/2025

WCD-040 Temporary Pad Mounted Switch Rev1 Text

Contractor shall complete the following items:

1. Provide a rental pad mount switch equivalent to a 600-amp, 4-way, 1 switch in, 3 fused out, S&C PMH-12 configuration.
    a. Replace three sets of 25KV bushings with 15KV bushings.
2. Place rental switch on pad.
3. Install fuse cutouts on customer pole and provide two sets of fuses.
4. Connect MV cable to the overhead line.
5. Remove rental switch on pad and replace the 15KV bushings with the original 25KV bushings. Install the permanent switch.
6. Procure and install one set of 25KV bushings on the incoming position of procured switch.

The remaining work shall be per the Contract documents.

Project:	South Wastewater Treatment Plant - MBR	**Project Number:**	
Owner:	Greater Texoma Utility Authority/City of Sherman	1513-U	
Contractor:	Kiewit Water Facilities South Co.	105718	
Engineer:	Plummer Associates	1422-005-02	

Work Change Directive No.: 43 **Description:** Various Electrical and instrument updates

Specification: N/A

Drawing No.: multiple **Detail Description:** Updates to Electrical & Instrumentation drawings

Make the following additions, modifications, or deletions to the Work described in the Contract Documents:

Provide changes to electrical and instrumentation as described in the attached supporting text and shown on the attached drawings.

Attachments:

- WCD 043 Supporting Text
- E-100, Rev 2, 7/14/2025
- E-553, Rev 5, 7/14/2025
- E-558, Rev 2, 7/14/2025
- E-559, Rev 6, 7/14/2025

Purpose of Work Change Directive:

Clarifications and design progression related to multiple RFIs.

The Owner directs the Contractor to proceed with Work described in this Work Change Directive. Compensation for this Work will be determined using the methods described below. Costs for the Work Change Directive may not exceed the total authorized compensation shown for this Work Change Directive shown below without authorization of the Owner by other Work Change Directives or by Change Order. Contractor is to submit a Change Proposal when impacts on Contract Price and Contract Times can be determined. A Change Order or Contract Amendment is to be issued to incorporate changes in Contract Price and / or Contract Times.

Basis of Compensation:

☐ Unit Prices ☒ Lump Sum calculated using Cost of Work provisions in General Conditions Paragraph 12.01

☐ Time and Materials using Cost of Work provisions in General Conditions Paragraph 12.01

☐ Allowance based on provisions in General Conditions Paragraph 11.02.

Required Documentation:

☒ Detailed cost breakdown attached showing labor, materials, equipment and all other costs for this change

☒ Schedule attached to show impacts and justification for requested change in Contract Times if applicable

Compensation for this Work Change Directive may not exceed: $ N/A

Project:	South Wastewater Treatment Plant - MBR	**Project Number:**	
Owner:	Greater Texoma Utility Authority/City of Sherman	1513-U	
Contractor:	Kiewit Water Facilities South Co.	105718	
Engineer:	Plummer Associates	1422-005-02	

Recommended by: Design Engineer

Name: [signature] Date: 7.25.2025

Recommended by: Project Construction Manager

Name: [signature] Date: 7/21/25

Approved by: Kiewit Water Facilities South Co.

Name: Date:

Approved by: Program Manager

Name: [signature] Date: 7/24/25

Approved by: Greater Texoma Utility Authority

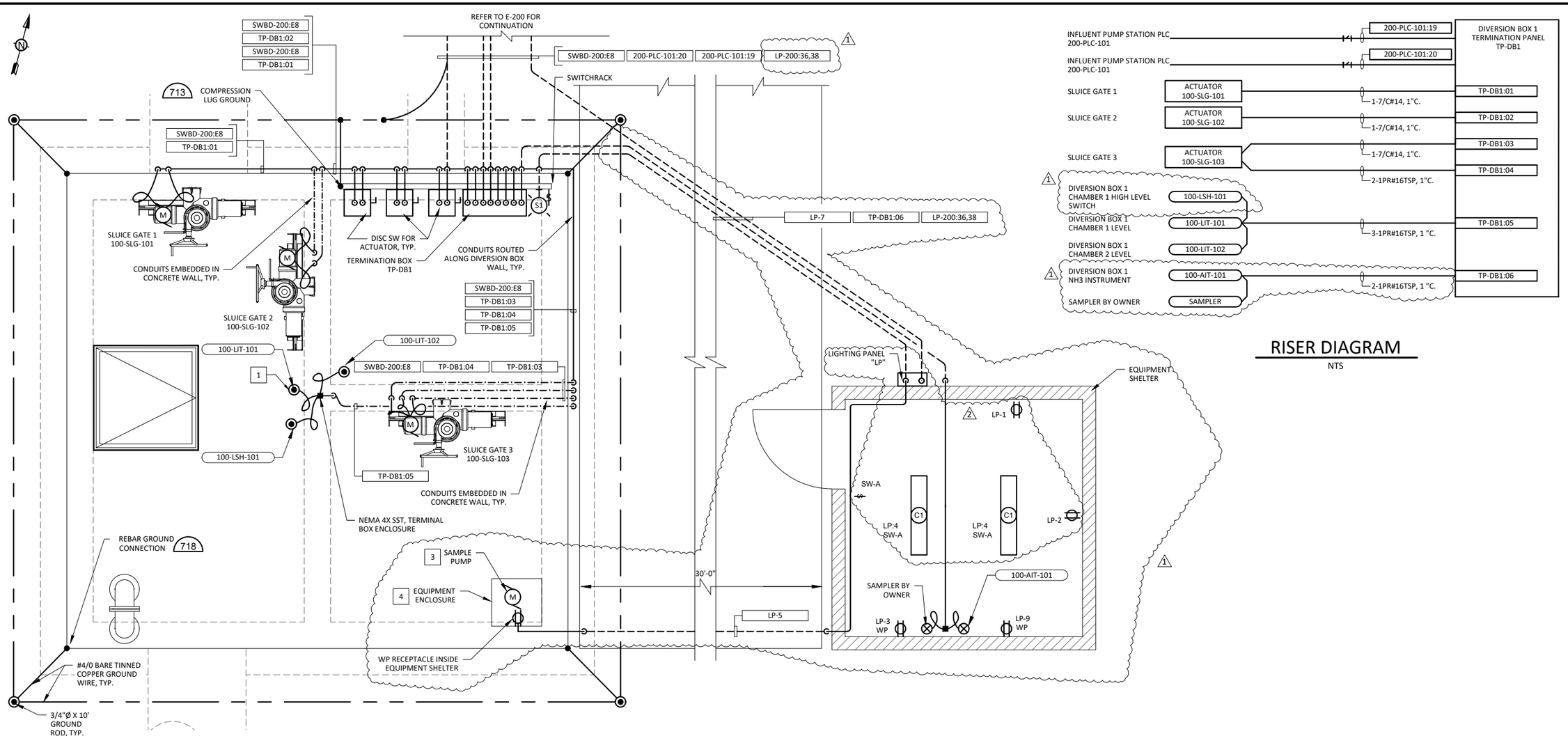
Name: Date:

Approved by: City of Sherman

Name: Thomas J. Smith, P.E. Date: 7/24/2025

WCD-043 Electrical Updates Supporting Text

1. Sheet E-100
    a. Added Nema 3R Power Panel for new ammonia shelter.
    b. Added lights for ammonia shelter.
    c. Added two additional receptacles and required circuits.
2. Sheet E-553
    a. Added conduit and wire from tote low level switches to PLC panel.
3. Sheet E-558
    a. Changed fixtures in electrical storage room to 4’ enclosed and gasketed.
4. Sheet E-559
    a. Relocated sampler receptacle to location on west wall behind permeate pump 2.
    b. Deleted one sampler receptacle.
    c. Provided conduit and wiring for tote low level switches.
    d. Provided manufacturer and model of tote low level switches.



PLAN

SCALE: 1/2"=1'-0"

RISER DIAGRAM

NTS

ELECTRICAL UNDERGROUND PACKAGE BP07-001 CONTRACTOR NOTES:

1. ELECTRICAL DRAWINGS SHOWS ONLY GENERAL LOCATIONS OF EQUIPMENT, DEVICES, AND RACEWAY, UNLESS SPECIFICALLY DIMENSIONED.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROPER ROUTING OF THE RACEWAY, SUBJECT TO THE APPROVAL OF THE ENGINEER.
3. THE CONTRACTOR SHALL REVIEW EQUIPMENT SUBMITTALS AND PREPARE FOR APPROVAL CONDUIT STUB-UPS FOR EACH STRUCTURE OR FACILITY.
4. ELECTRICAL DRAWINGS ARE GENERALLY DIAGRAMMATIC AND SHOW APPROXIMATE LOCATION AND EXTENT OF WORK. DIMENSIONS ON ELECTRICAL DRAWINGS SHALL BE VERIFIED WITH SUBMITTALS, STRUCTURAL, ARCHITECTURAL AND MECHANICAL DRAWINGS.
5. COORDINATED EQUIPMENT LAYOUT IN SUFFICIENT TIME TO BE COORDINATED WITH WORK OF OTHERS, PROVIDE DRAWINGS AND LAYOUT WORK SHOWING EXACT SIZE AND LOCATION OF SLEEVES, OPENINGS OR INSERTS FOR ELECTRICAL EQUIPMENT IN SLABS, WALLS, PARTITIONS AND CHASES.
6. ARRANGE STUB-UPS SO CURVED PORTIONS OF BENDS ARE NOT VISIBLE ABOVE THE FINISHED SLAB.
7. INSTALL NO MORE THAN THE EQUIVALENT OF THREE 90-DEGREE BENDS IN ANY CONDUIT RUN.
8. RACEWAYS EMBEDDED OR UNDER SLABS LARGER THAN 1 INCH TRADE SIZE, PARALLEL OR AT RIGHT ANGLES TO MAIN REINFORCEMENT. WHERE AT RIGHT ANGLES TO REINFORCEMENT, PLACE CONDUIT CLOSE TO SLAB SUPPORT.
9. PULL LEATHER-WASHER-TYPE DUCT CLEANER, WITH GRADUATED WASHER SIZES, THROUGH FULL LENGTH OF RACEWAY. FOLLOW WITH RUBBER DUCT SWAB FOR FINAL CLEANING AND TO ASSIST IN SPREADING LUBRICANT THROUGHOUT RACEWAYS.
10. PROVIDE INSTALL 100 LB FT TEST NYLON CORD IN RACEWAYS. IDENTIFY EACH END WITH PERMANENT MARKING MEANS AND PROVIDE CAPS ON CONDUITS.
11. ALL STUB-UPS SHALL BE THREADED FOR ACCEPTABLE OF COUPLING OR BUSHING.

ELECTRICAL ABOVE GROUND PACKAGE BP07-002 CONTRACTOR NOTES:

1. REFER TO SHEET E-001 FOR ADDITIONAL NOTES.
2. GROUNDING AND LIGHTING PROTECTION SYSTEM SHALL BE INCLUDED IN ABOVE GROUND ELECTRICAL BID.

NOTES INDICATED BY #

1. REFER TO E-9010 STANDARD DETAIL 820 FOR MOUNTING INFORMATION.

1
2. PROVIDE CONNECTION TO EXISTING LIGHTING FROM CIRCUIT LP-200:36,38. INSTALL FOUR (4) 20A/1P BREAKERS IN PANEL FOR CIRCUIT REQUIRED.
3. PROVIDE SAMPLE PUMP, WASTON MARROW 530 DRICE WITH 520REL HEAD, 1-55 GPH WITH 9.6 MM TUBE. PUMP SHALL BE 120V. AND NEMA 4X. SET PUMP ON 12" PUMP TABLE.
4. PROVIDE FIBERGLASS EQUIPMENT ENCLOSURE BY HUBBELL, WITH 1000-WATT HEATER, 35"Wx44"Lx35"H.

2
5. PROVIDE 240/120V. NEMA 3R LIGHTING PANEL WITH 12 CIRCUITS. IN ADDITIONAL TO NUMBER OF BREAKERS SHOWN IN NOTE 2, PROVIDE AN ADDITIONAL THREE (3) 20A/1P BREAKERS.
6. PROVIDE TWO (2) ADDITIONAL RECEPTACLES. SHOWN AS CIRCUITS 1 AND 2.
7. PROVIDE TWO (2) TYPE C1 FIXTURES WITH SWITCH.

PLUMMER
1320 S UNIVERSITY DR. STE 300 | FORT WORTH, TX 76107
817.806.1700 | TBPE REGISTERED FIRM NUMBER F-13

REV	DATE	REVISION	BY
2	7.14.25	WCD-43	PNM
1	9.02.2024	WCD-32	PNM
0	2.15.24	IFC - ELECTRICAL BP07	PNM

Sherman
CLASSIC TOWN, BROAD HORIZON

CITY OF SHERMAN
SOUTH WASTEWATER TREATMENT PLANT - MBR

ELECTRICAL
DIVERSION STRUCTURE AND PIPELINE
PLAN AND DETAILS

STATE OF TEXAS
PATRICK N. MOSELEY
72794
REGISTERED
PROFESSIONAL
ENGINEER
7/14/25

IF THIS BAR DOES NOT MEASURE ONE INCH, DRAWING IS NOT TO LABELED SCALE

DESIGNED P. MOSELEY
DRAWN E. ANDERSON
CHECKED N. TOUSSAINT
REVIEWED P. MOSELEY

Seq.

Dwg. No. E-100

1422-005-02

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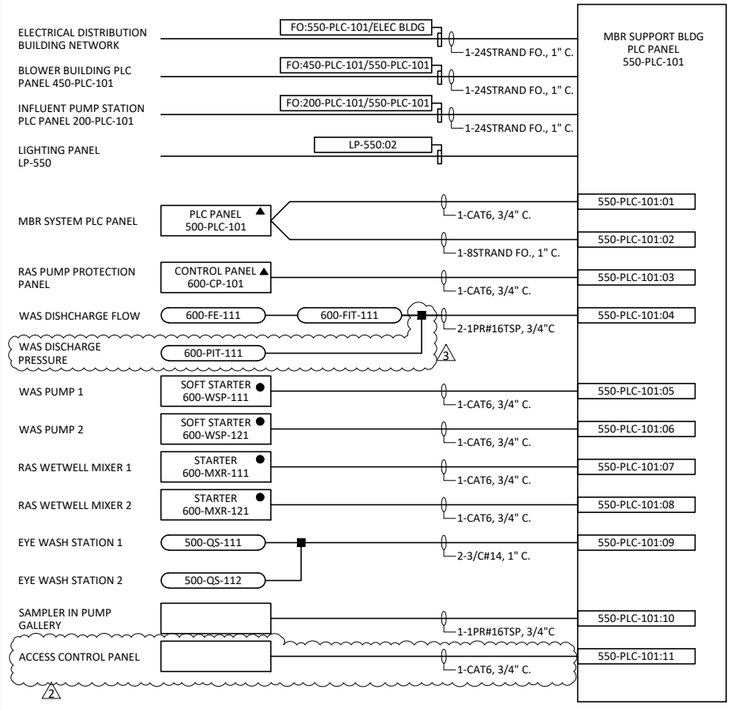
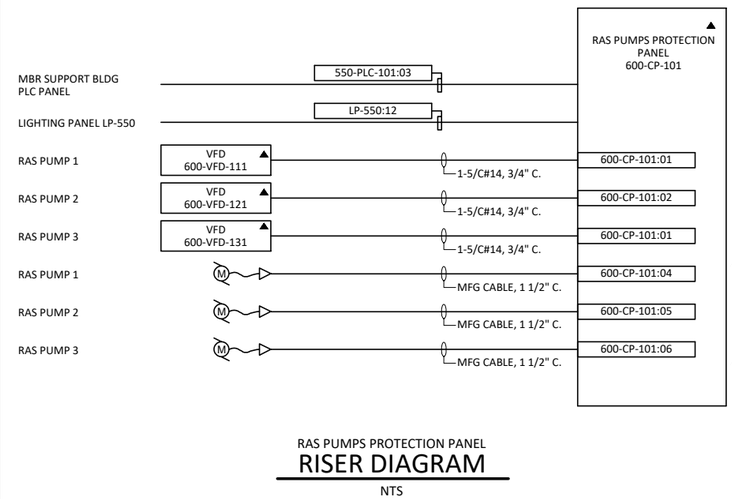


MBR SUPPORT BLDG PLC 550-PLC-101

RISER DIAGRAM

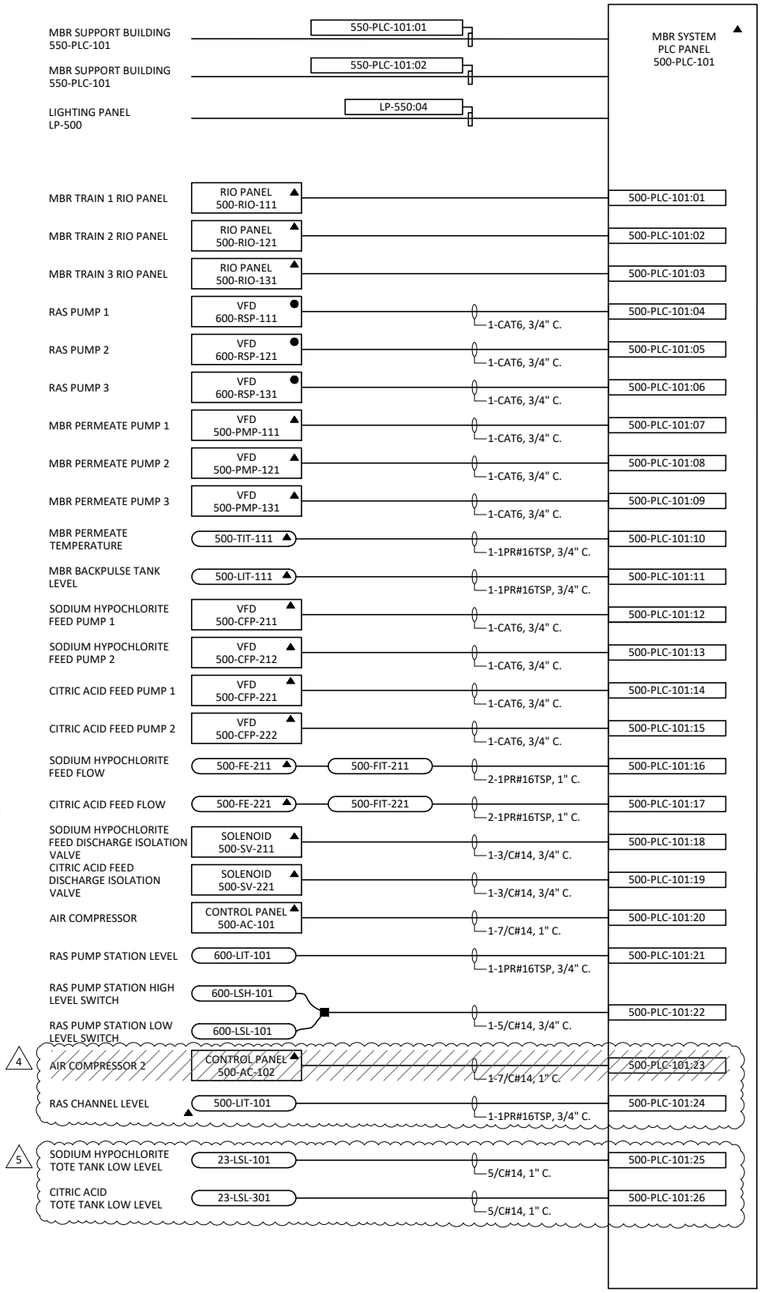
NTS



RAS PUMPS PROTECTION PANEL

RISER DIAGRAM

NTS



MBR SYSTEM PLC 500-PLC-101

RISER DIAGRAM

NTS

4 NOTES:

REVISION 0, ISSUED ON 2/15/24, WAS REMOVED FROM THE TITLE BLOCK.

REVISION 1, ISSUED ON 5/03/24, WAS REMOVED FROM THE TITLE BLOCK.

LEGEND

- ▲ VENDOR FURNISHED EQUIPMENT
- ● CMAR FURNISHED EQUIPMENT

ELECTRICAL ABOVE GROUND PACKAGE BP07-002 CONTRACTOR NOTES:

1. REFER TO SHEET E-001 FOR ADDITIONAL NOTES.

PLUMMER
1320 S UNIVERSITY DR. STE 300 | FORT WORTH, TX 76107
817.806.1700 | TBPE REGISTERED FIRM NUMBER F-13

REV	DATE	REVISION	BY
2	8.25.24	WCD-29	ELA
3	12.02.24	WCD-37	ELA
4	3.11.25	WCD-39	PNM
5	7.14.25	WCD-43	PNM

Sherman
CLASSIC TOWN, BROAD HORIZON

CITY OF SHERMAN
SOUTH WASTEWATER TREATMENT PLANT - MBR

ELECTRICAL
MEMBRANE SUPPORT BUILDING
RISER DIAGRAMS I

STATE OF TEXAS
PATRICK N. MOSELEY
72794
REGISTERED
PROFESSIONAL
ENGINEER
7/14/25

IF THIS BAR DOES NOT MEASURE ONE INCH, DRAWING IS NOT TO LABELED SCALE

DESIGNED P. MOSELEY
DRAWN E. ANDERSON
CHECKED N. TOUSSAINT
REVIEWED P. MOSELEY

Seq. 1
Dwg. No. E-553
1422-005-02

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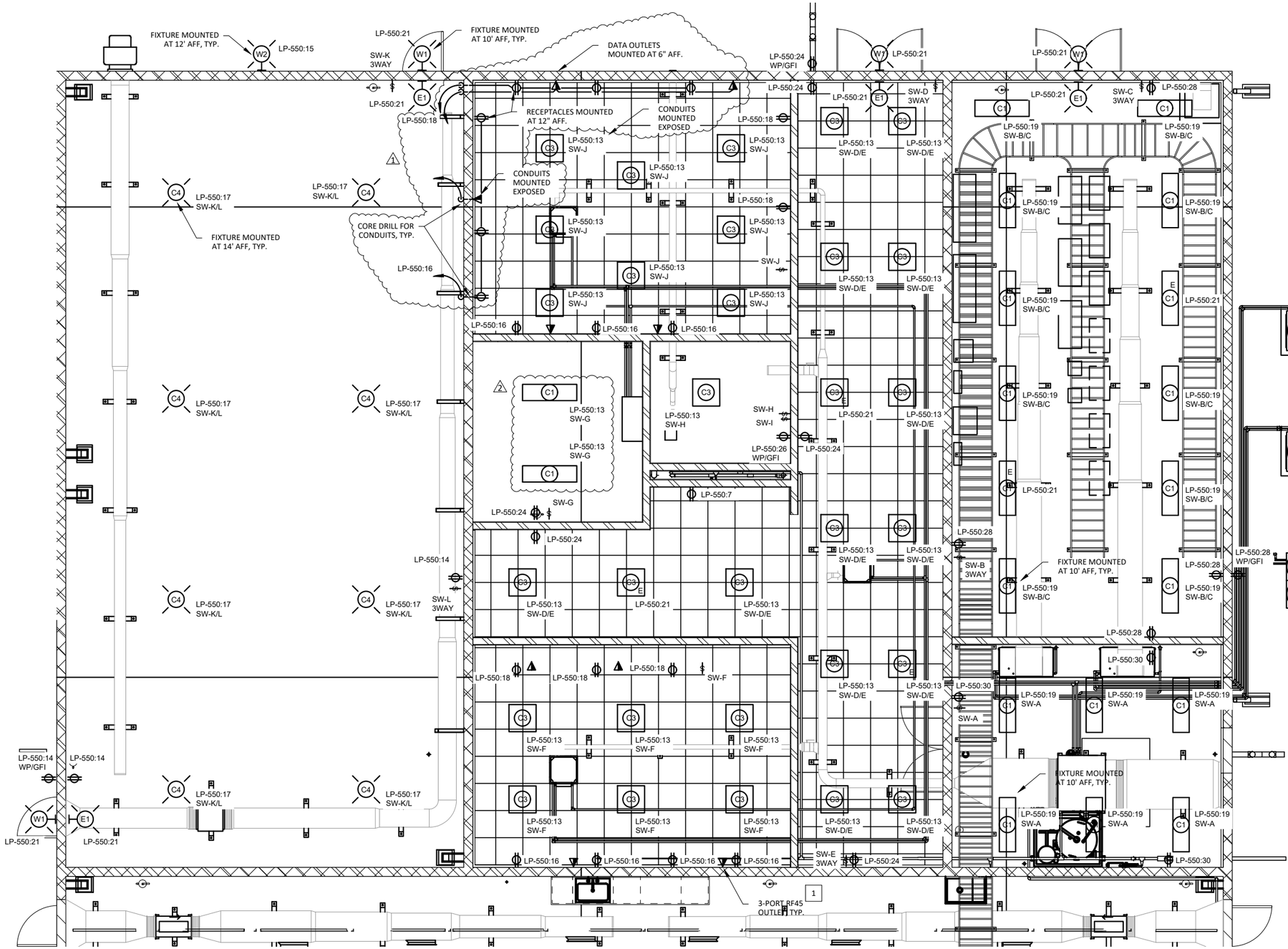


PLAN

SCALE: 1/4"=1'-0"

ELECTRICAL ABOVE GROUND PACKAGE BP07-002 CONTRACTOR NOTES:

1. REFER TO SHEET E-001 FOR ADDITIONAL NOTES.

NOTES INDICATED BY [#]

1. AT THESE LOCATIONS, PROVIDE 3-PORT CAT5E CONFIGURED SINGLE GANG BOX/PLATE. PROVIDE 3-CATE CABLES TO ELECTRICAL ROOM, SOUTH WALL. PROVIDE AN EXTRA 30' CABLE FOR CONNECTION TO NETWORK EQUIPMENT. TYPICAL FOR ALL.

PLUMMER
1320 S UNIVERSITY DR. STE 300 | FORT WORTH, TX 76107
817.806.1700 | TBPE REGISTERED FIRM NUMBER F-13

REV	DATE	REVISION	BY
2	7.14.25	WCD-43	PNM
1	6.24.25	FO-24	PNM
0	2.15.24	IFC - ELECTRICAL BP07	PNM

Sherman
CLASSIC TOWN. BROAD HORIZON.

CITY OF SHERMAN
SOUTH WASTEWATER TREATMENT PLANT - MBR

ELECTRICAL
MEMBRANE SUPPORT BUILDING
BUILDING SUPPORT AREA LIGHTING PLAN

STATE OF TEXAS
PATRICK N. MOSELEY
72794
REGISTERED
PROFESSIONAL
ENGINEER
7/14/25

IF THIS BAR DOES NOT MEASURE ONE INCH, DRAWING IS NOT TO LABELED SCALE

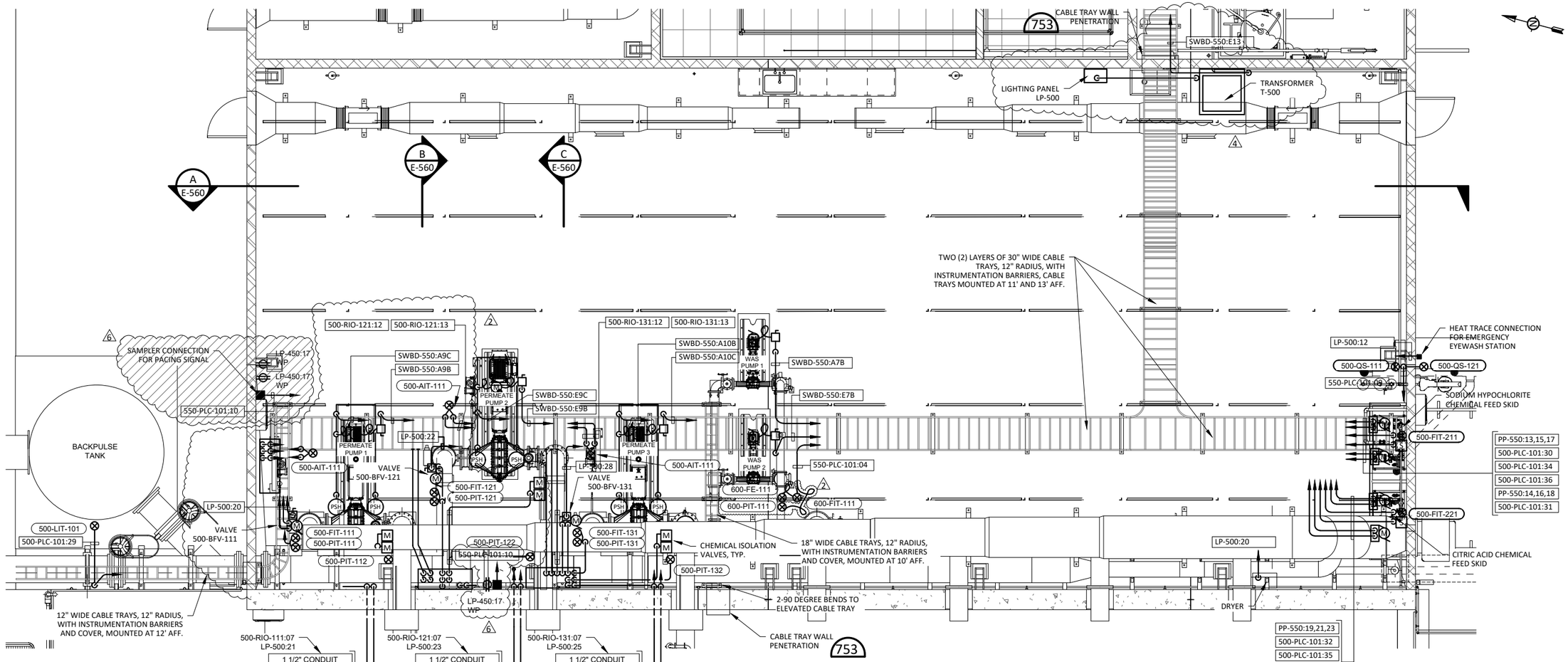
DESIGNED P. MOSELEY
DRAWN E. ANDERSON
CHECKED N. TOUSSAINT
REVIEWED P. MOSELEY

Seq.

Dwg. No. E-558

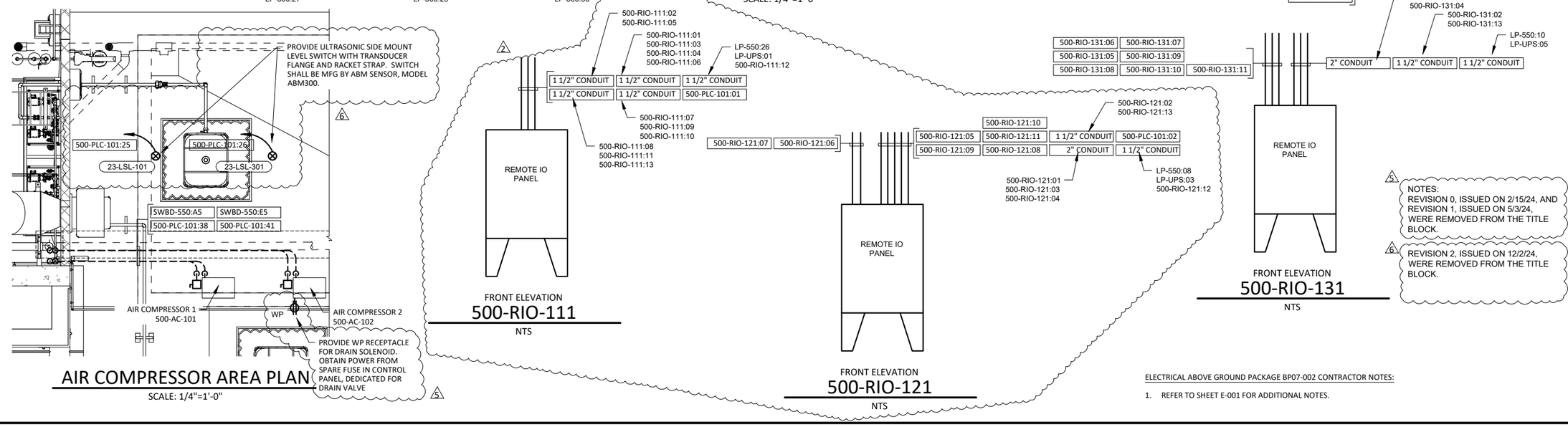
1422-005-02

PRINTED: 7/14/2025 3:54 PM C:\Users\pmoseley\DC\ACCDocs\plummer associates\elec group\project files\1422 - sherman\1422-005-02_mbr_plant\ACAD\SHEETS\ELECT\E-558.dwg SAVED: 7/14/2025 11:54 AM SAVED BY: Pmoseley USER: Moseley, Patrick



PUMP GALLERY PLAN

SCALE: 1/4"=1'-0"



AIR COMPRESSOR AREA PLAN

SCALE: 1/4"=1'-0"

FRONT ELEVATION 500-RIO-111

NTS

FRONT ELEVATION 500-RIO-121

NTS

FRONT ELEVATION 500-RIO-131

NTS

5 NOTES:
REVISION 0, ISSUED ON 2/15/24, AND REVISION 1, ISSUED ON 5/3/24, WERE REMOVED FROM THE TITLE BLOCK.

6 REVISION 2, ISSUED ON 12/2/24, WERE REMOVED FROM THE TITLE BLOCK.

ELECTRICAL ABOVE GROUND PACKAGE BP07-002 CONTRACTOR NOTES:

1. REFER TO SHEET E-001 FOR ADDITIONAL NOTES.

REV	DATE	REVISION	BY
6	7.14.25	WCD-43	PNM
5	6.23.25	WCD-42	PNM
4	4.17.25	WCD-39 R1	PNM
3	3.11.25	WCD-39	PNM

PLUMMER
1320 S UNIVERSITY DR. STE 300 | FORT WORTH, TX 76107
817.806.1700 | TBPE REGISTERED FIRM NUMBER F-13

Sherman
CLASSIC TOWN. BROAD HORIZON.

CITY OF SHERMAN
SOUTH WASTEWATER TREATMENT PLANT - MBR

ELECTRICAL
MEMBRANE SUPPORT BUILDING
PUMP GALLERY POWER PLAN

STATE OF TEXAS
PATRICK N. MOSELEY
72794
REGISTERED PROFESSIONAL ENGINEER
7/14/25

IF THIS BAR DOES NOT MEASURE ONE INCH, DRAWING IS NOT TO LABELED SCALE

DESIGNED	P. MOSELEY
DRAWN	E. ANDERSON
CHECKED	N. TOUSSAINT
REVIEWED	P. MOSELEY

Seq. 1
Dwg. No. E-559
1422-005-02

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Cost Breakdown Structure (CBS) Register

KIEWIT CORPORATION
20053365-136123-01P - Sherman PCO Backup--Sherman WWTP Construction

CBS Position Code	Description	Quantity	Uint of Measure (UoM)	Manhours (MH)	Man Count	Equipment Count	Production (UOM/MH)	Production UOM/Crew Hr)	Unit Cost	Total Cost	Labor Cost	Construction Equipment Cost	Materials Cost	Supplies Cost	Subcontract Cost
4.1.5	PCO #0078 - WCD-040 R1 Tempoary PMS & WCD-043 Electrical Updates	1.00	Each	16.00	2.00	0.00	0.06	0.06	$91,210.49	$91,210.49	$1,200.00	$0.00	$17,461.06	$0.00	$57,155.00
4.1.5.1	A - Direct Cost (Labor)	1.00	Each	0.00	0.00	0.00	0.00	0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
4.1.5.2	B - Direct Cost (Supervision)	1.00	Each	16.00	2.00	0.00	0.06	0.06	$2,600.00	$2,600.00	$1,200.00	$0.00	$1,400.00	$0.00	$0.00
4.1.5.2.1	FE	1.00	Each	8.00	1.00	0.00	0.13	0.13	$1,200.00	$1,200.00	$1,200.00	$0.00	$0.00	$0.00	$0.00
4.1.5.2.2	Superintendent	1.00	Each	8.00	1.00	0.00	0.13	0.13	$1,400.00	$1,400.00	$0.00	$0.00	$1,400.00	$0.00	$0.00
4.1.5.3	C - Direct Cost (PM, Supplies, Equipment, Subs)	1.00	Each	0.00	0.00	0.00	0.00	0.00	$73,216.06	$73,216.06	$0.00	$0.00	$16,061.06	$0.00	$57,155.00
4.1.5.3.1	Electric Power Systems	1.00	Each	0.00	0.00	0.00	0.00	0.00	$8,655.00	$8,655.00	$0.00	$0.00	$0.00	$0.00	$8,655.00
4.1.5.3.2	PMS Rental - Asher Power	5.00	Mo	0.00	0.00	0.00	0.00	0.00	$9,000.00	$45,000.00	$0.00	$0.00	$0.00	$0.00	$45,000.00
4.1.5.3.3	PMS Rental Expedition Fee - Asher Power	1.00	Each	0.00	0.00	0.00	0.00	0.00	$1,500.00	$1,500.00	$0.00	$0.00	$0.00	$0.00	$1,500.00
4.1.5.3.4	PMS Rental Taxes - Asher Power	1.00	Each	0.00	0.00	0.00	0.00	0.00	$2,000.00	$2,000.00	$0.00	$0.00	$0.00	$0.00	$2,000.00
4.1.5.3.5	Alterman Cost Proposal WCD-040 and WCD-043	1.00	Each	0.00	0.00	0.00	0.00	0.00	$16,061.06	$16,061.06	$0.00	$0.00	$16,061.06	$0.00	$0.00
4.1.5.4	D- Indirect Cost	1.00	Each	0.00	0.00	0.00	0.00	0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
4.1.5.5	E - Est. B&I/COMM (1.50%)	1.00	Each	0.00	0.00	0.00	0.00	0.00	$1,137.24	$1,137.24	$0.00	$0.00	$0.00	$0.00	$0.00
4.1.5.6	F - G&A (9.622%)	1.00	Each	0.00	0.00	0.00	0.00	0.00	$7,404.45	$7,404.45	$0.00	$0.00	$0.00	$0.00	$0.00
4.1.5.7	G - Fee (8.50%)	1.00	Each	0.00	0.00	0.00	0.00	0.00	$6,852.74	$6,852.74	$0.00	$0.00	$0.00	$0.00	$0.00

PCO-0078				
A	**DIRECTS - Labor**			
		LABOR	$	-
B	**DIRECTS - Supervision**			
		Supervision	$	2,600.00
C	**DIRECTS - Equip, PM, Supply, Subs**			
		Total	$	73,216.06
D	**Indirect Cost**			
		Itemized	$	-
E	**Est. Bonds/Insurance**			
	(on A, B, C, D)	1.50%	$	1,137.24
F	**G&A**			
	(on B, C, D, E)	9.622%	$	7,404.45
G	**Fee**			
	(on C, F)	8.50%	$	6,852.74
		TOTAL	**$**	**91,210.49**

All Resource Register

KIEWIT CORPORATION

20053365-136123-01P - Sherman PCO Backup--Sherman WWTP Construction

Resource Type	Resource Code	Description	Unit Cost (Scale 1)	Unit Cost (Scale 2)	Unit Cost (Scale 3)	Utilization Count	Unit of Measure
Labor Rate	1.S.10.2.01 (1) (1)	Discipline Field Engineer - 2024	$150.00	$150.00	$150.00	8.00	Hour
Labor Rate	DISCIPLINE SUPERINTENDENT	Discipline Superintendent - 2024	$175.00	$175.00	$175.00	8.00	Hour
Unique Rate	7.ELEC.TEMP PMS TAXES	Temporary Pad Mounted Switch Taxes - Asher Power	$2,000.00	$0.00	$0.00	1.00	PLS
Unique Rate	7.ELEC.TEMP PMS RENT	Temporary Pad Mounted Switch Rental - Asher Power	$9,000.00	$0.00	$0.00	5.00	Mo
Unique Rate	ELECTRIC POWER SYSTEMS PCO-078	Electric Power Systems DAL-JR-Q25158	$8,655.00	$0.00	$0.00	1.00	Each
Unique Rate	7.ELEC.TEMP PMS EXP FEE	Temporary Pad Mounted Switch Expedition Fee - Asher Power	$1,500.00	$0.00	$0.00	1.00	PLS
Unique Rate	PCO-0078 ALTERMAN	PCO-0078 ALTERMAN	$16,061.06	$0.00	$0.00	1.00	Each

ELECTRIC POWER SYSTEMS

TESTING & ENGINEERING SERVICES

ALTERMAN ELECTRIC INC

Sherman MV Terms- Material & Tap Plug Swap

DAL-JR-Q25158

4/24/25

Setting The

Standard of Excellence

In the Power Industry

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EPS
ELECTRIC POWER SYSTEMS

SETTING THE STANDARD *of* EXCELLENCE IN THE POWER INDUSTRY

INDUSTRY LEADING EXPERTS

Electric Power Systems is a NETA Certified, Independent Electrical Testing & Engineering Organization. We specialize in commissioning, start up, and maintenance testing for Utility, Industrial, Transit, Data Centers, and Commercial Facilities. At Electric Power Systems, we are commited to promoting a culture of safety within our organization and along side all of our clients. Our dedication to providing safe and reliable services has made us a trusted industry leader since 1977.

OUR PEOPLE

As a full member of the International Electrical Testing Association (NETA), all of our Technicians are required to be tested to demonstrate their knowledge in several categories including safety and independent electrical testing methods. In addition, EPS has an in house safety and training program to further the knowledge of all of our personnel and to ensure they continue to work safely and effectively even with the changing technology they are presented with.

COMMITTED TO INNOVATION

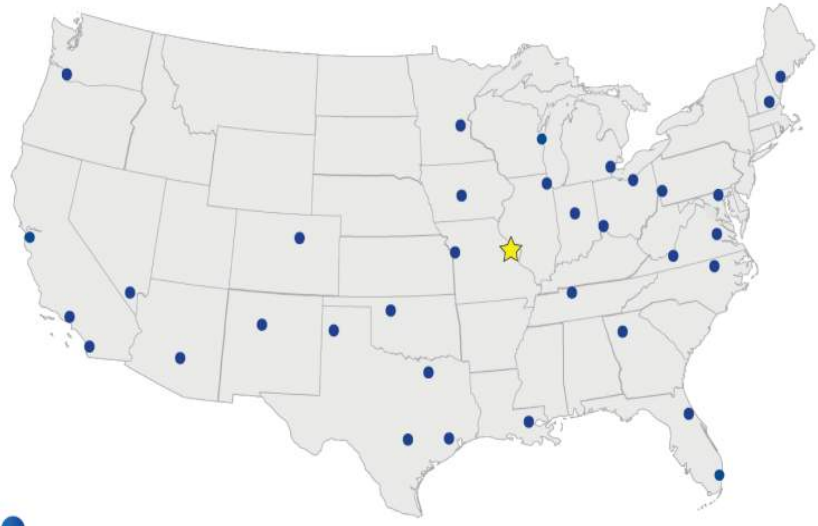
NETA

At Electric Power Systems, we continually push for excellence and advancement in technology. EPS partners with many equipment manufacturers to continue to pursue excellence in everything that we do. EPS also holds the distinction of being a member of **PEARL** which is a testament to the level of quality we provide to our customers.

PEARL
Professional Electrical Apparatus Reconditioning League

WE'VE GOT YOU COVERED

With offices conveniently located throughout North America, EPS is uniquely positioned to staff your project, regardless of location. As one of the largest independently owned electrical testing companies in the country, we are capable of staffing any testing or commissioning project, regardless of size or scope.



Date: Apr 24, 2025

Joe Henry

ALTERMAN ELECTRIC INC
14703 JONES MALTSBERGER
SAN ANTONIO, TX 78247

Cell: 210-290-0289
Email: joe.henry@goalterman.com

Reference: EPS Quote #DAL-JR-Q25158

Attn: Joe Henry

Thank you for your interest in Electric Power Systems International Inc. ("EPS"). We are pleased to offer our professional services on Sherman MV Terms. EPS will provide the necessary field service engineers, technicians, tools, and test equipment to complete the outlined proposal and definition of project scope of work.

EPS is setting the standard of excellence in the power industry by using our unsurpassed experience, safety record, state-of-the-art training programs and professional credentials. As a full member of the International Electrical Testing Association (NETA), a recognized leader and ANSI standards developer for the electrical testing industry, you are assured that all testing is performed objectively according to NETA / ANSI standards.

EPS offers complete solutions for electrical system reliability and safety including commissioning and startup services, acceptance and maintenance testing, transformer services, engineering studies, and electrical and safety training. By selecting EPS, you will quickly understand how we are your single source solution for all your electrical reliability needs. EPS has 30+ offices located in North America and experienced professionals when and where you need them, to meet your project schedule. For more information, visit our website at www.epsii.com

Thank you for giving Electric Power Systems International Inc. the opportunity to provide service for your electrical requirements and for your cooperation and continued support. Please feel free to contact me at 216.513.6944 to schedule this work or if you have any questions.

Respectfully Submitted,

Julio Ramos
SLSMGR - Sales Manager

Richardson, TX 75081

216.513.6944 Office
j.ramos@voltyx.com
www.epsii.com

Project:

Electric Power Systems International Inc. (EPS) is pleased to offer professional services on Sherman MV Terms. This project is located in Sherman, Texas. All testing will be in accordance with Acceptance Testing Specifications as stated below.

This service proposal is designed using industry standards to provide economic and safety-related benefits. This program will also establish a base-line record or trending data to be utilized as an ongoing maintenance program to enhance the system reliability through future preventive maintenance.

Equipment to Be Tested Per the Following One-Line(s)/Drawings:

Provide all terminations material for Temp Gear & Labor to swap out Bushing Tap plugs for 15Kv inserts

Project Schedule:

1. Project will be performed based on customer's mutual agreed upon schedule.

Pricing:

Total price for Inspection & Testing of electrical equipment listed above for this project is as follows:

Price For Sherman Pre-Walk Total price Listed Above Only:……..$ 1,600.00 USD

Price For Sherman Temp Gear Labor Tap Plugs Total price Listed Above Only:……$ 1,600.00 USD

Price For Sherman Temp Gear Material Total price Listed Above Only:……..……..$ 5,455.00 USD

Price For Sherman Co Total price Listed Above Only:……$ 8,655.00 USD

** Assuming work is performed during Normal Business Hours = ST**

**Pricing includes travel expenses, per diem, etc.*

Electric Power System Responsibilities:

1. Provide all necessary field service engineers, technicians, tools, and test equipment to complete the testing of the equipment as defined by the projects scope of work.
2. Provide all required documentation for the applicable field tests as defined by the projects scope of work.
3. Perform the following safety tasks:
    a) Perform a daily onsite Job Hazard Analysis (JHA) prior to commencing any site activities.
    b) Coordinate with the customer to perform Lock-Out/Tag-Out (LOTO) activities as required by the projects scope of work.
    c) Perform equipment inspections as required by the project scopes of work.
    d) Report any items that are believed to have a potential for an unsafe work condition.
4. Provide a full report to include the scope of work, test dates, test data, and any discrepancies discovered with recommendations.

Customer Responsibilities (but not limited to):

1. Supply personnel for assistance with loading and unloading test equipment if required by the projects scope of work.
2. Supply adequate power for test equipment as required by the projects scope of work.
3. Supply all lifting devices if required by project scope of work.
4. Coordinate, supply and ensure all scheduled equipment in a priority list defining sequential order by the project scope of work to be tested available upon arrival of EPS Personnel.
5. Allow and ensure free, clear, and uninterrupted access to all equipment being tested and in the projects scope of work.
6. Client to provide an on-site employee who is qualified and familiar with the electrical system, and any jobsite regulations.
7. Client to remove and reinstall all circuit breakers listed above in the scope of work for testing.
8. Client to remove and reinstall all panel coverings for IR scanning by EPS
9. Provide up to date documents as required, such as protective device settings, any necessary electrical drawings, or manufacturer's instruction manuals.
    a) If drawings and settings are not available, EPS Engineering Services can update one-line drawings and perform a coordination study for an additional fee (if applicable).
10. Arrange and pay for any utility outages that may be required to de-energize equipment to be tested.
11. Customer shall perform all switching required to de-energize the equipment to be tested.
    a) If EPS is required to perform switching, customer must submit a signed Switching Agreement relieving EPS of any and all liability associated with such switching activity.
12. Provide allotted time per project scope of work to allow EPS lead personnel to walk the project site and finalize project logistics and schedule (if required).
13. Cable terminations need to be made accessible and possibly de-terminated for specific tests.
14. If a request for quote (RFQ) does not include one-line drawings, schematics, three lines, a schedule of work, or specifications, pricing may be affected by additions to the scope not initially accounted for.
15. EPS will require all equipment to be installed, set on pads, and grounded before testing.
16. Client to provide a safe location for test equipment to be left on-site for the duration of the project.
17. Cover the costs of illness/disease testing and or PPE fitment if applicable.
18. Provide (72) hour notice for scheduling of testing so that there is compliance with the California Labor Laws (if applicable).

Terms of Payment

An invoice in the amount of the above firm price, plus billing for any additional work or standby time outside of EPS control will be issued upon completion. Or progress billing could apply for the defined scope of work based on the length of the project. Payments are due and payable Net 30 days from the date of each invoice.

The issuing of a purchase order to EPS along with credit approval, will be sufficient to form an agreement to the terms and conditions referenced in this proposal.

This proposal is based upon working Monday thru Friday, normal business hours (excluding holidays) which includes a 40-hour work week (unless otherwise stated above).

General Clarifications and Assumptions:

1. Price assumes work to be performed Monday thru Friday, normal business hours (excluding holidays).
2. EPS shall be notified, a minimum of ten working days prior to being required to mobilize.
3. This quote is only valid for 30 days from the date of the proposal.
4. If this is a Public Works or Federal/State/Local funded project and subject to Prevailing Wages this proposal can and will change based on the current Public Works wage determinations based on the location of the said project involved. Any failures and or/ omittance as to the knowledge of a public works project shall allow EPS to remedy any monetary/contractual/legal requirements of said project subject to Prevailing wage to take place and you the "CLIENT" agrees to pay the additional costs associated with the public works project. EPS follows all Federal/State/Local requirements on any level and will comply as such in doing it so it is the "CLIENTS" responsibility to fully disclose all the requirements of their obligations as well when entering into any Federal/State/Local funded projects.
5. This price does not include any time associated to safety meetings, training, commissioning meetings or gaining security access.
6. EPS Terms and Conditions of Sales and Services are here by incorporated into this proposal.
7. The price above is based on the assumption of accuracy of the electrical system data supplied to EPS (e.g. single-line diagram, equipment list or another source). Any unplanned time necessitated by inaccuracies of this information due to restricted site access, deficiencies discovered or safety guidelines (e.g. safety equipment, procedures) may result in a work stoppage, and be additionally billed on a time and material basis in accordance with our current published rates for applicable class of service.
8. Payment subject to any withholding or offset for disputed amounts, shall not delay payment of the original contract, which shall be paid Net 30 days from receipt of properly submitted and documented invoice.
9. EPS will require a purchase order, letter of commitment or written notice to proceed prior to the start of this project.
10. EPS reserves the right to bill for any project delays (especially if EPS is forced to remain on-site until testing is ready to be performed & updated settings/drawings provided) caused by pre-start delays and/or on-going project delays/deficiencies. This proposal is based on a set amount of mobilizations/demobilizations as stated per the items listed above and if additional site visits are required for any reason before or after the agreed upon project completion deadline; additional T&M charges will be incurred per EPS' rate sheet. The following will be billed in accordance with EPS' rate sheet:
    a) Retest or repair of any faulty equipment.
    b) Significant on-site project delays including but not limited to acquiring accurate relay settings or drawings, equipment deliveries, installation, weather delays, equipment problems or stand-by time.
    c) Testing scope of work deficiencies or troubleshooting.
    d) Optional work or expenses in addition to or outside of the scope of work, as indicated in this proposal.
11. Price assumes days for equipment testing with mobilization(s). Any additional mobilizations, or additional trips requested by the customer will incur additional mobilization charges.
12. Any additional materials furnished by EPS outside of the described scope of work will require prior approval by the customer before ordering and are subject to cost plus, taxes, and freight charges.
13. Any equipment rented, such as man-lifts, generators, load banks, etc., will be subject to an upcharge plus delivery or shipping.

14. This price is for testing each item listed in the scope of work once. Any retesting of defective equipment or replaced equipment will be considered out of scope work, and will require a change order.
15. No equipment will be energized prior to testing, EPS must be notified by the client prior to energizing any switchgear.
16. All tested equipment will have a calibration sticker applied with the calibration date document (if applicable).

ELECTRIC POWER SYSTEMS INTERNATIONAL, INC.
TERMS AND CONDITIONS OF SALES AND SERVICE

1. Terms and Conditions of Sale

a. ELECTRIC POWER SYSTEMS INTERNATIONAL, INC. (the "Company") pursuant to the other documents (the "Purchase Order") attached hereto and incorporated herein has agreed to provide the services set forth in the Purchase Order to ALTERMAN ELECTRIC INC (the "Purchaser").

b. The Terms and Conditions contained herein shall not be modified by oral, parol, or other extrinsic evidence, but may only be modified or supplemented by a written document duly executed and accepted by Company. The Terms and Conditions contained herein supersede any prior or contemporaneous agreements or correspondence between the parties. In the event of any conflict between the Terms and Conditions set forth herein and the Purchase Order, then in that event, the Purchase Order shall control.

2. Terms of Payment

a. Unless stated otherwise in Company's Purchase Order, the full invoice amount is due and payable within thirty (30) days of invoice date.

b. All invoices submitted by the Company to Purchaser shall be paid as set forth above. In the event invoices are not paid in accordance with such terms of payment, interest shall be charged on each invoice at one and one half (1-1/2%) percent per month on the unpaid balance (or at the maximum legal rate permitted), computed from the date payment is due (as set forth in 2.a. above) until the date paid.

c. In the event that the Company incurs legal expense(s) in enforcing its rights to receive timely payment of all invoices, Purchaser agrees to pay all reasonable attorney's fees, court costs, and other expenses incurred by the Company.

d. Any check or remittance received from or for the account of the Purchaser may be accepted and applied by Company against any indebtedness or obligation owing by Purchaser as shown by the books and records of Company without prejudice to or the discharge of the remainder of any such indebtedness or obligation regardless of any condition, statement, or notation appearing on, referring to or accompanying such check or remittance.

3. Payment

a. If, in the opinion of the Company, financial condition of the Purchaser at the time the parts or equipment is ready for shipment or services are ready for performance is such that the Company does not believe the Purchaser will make timely payment, the Purchaser may be requested before shipment or before performance of services, to arrange terms of payment reasonably satisfactory to the Company.

b. In the event of the insolvency, bankruptcy or default of the Purchaser, the Company shall be entitled to cancel any outstanding Purchase Order(s), to receive reimbursement for its reasonable and proper cancellation charges, and to retain possession of parts or equipment repaired or serviced under the Purchase Order until the charges are paid. If the charges are not paid within ninety (90) days of completion of the work and invoicing the Purchaser, Company, at its option, shall be entitled to sell the parts or equipment at a public or private sale upon the giving of written notice to the Purchaser at least five (5) days prior to such sale.

4. Quotations

a. Unless otherwise stated, Quotations are void unless accepted within ninety (90) days from the date thereof. During said period and prior to acceptance, all Quotations are subject to change upon notice. All Orders made thereon are not binding until and unless accepted in writing by the Company. Shipping dates are approximate and are based upon prompt in writing receipt of all necessary information and with approved drawings whenever required. Stenographic and clerical errors are subject to correction.

5. Price Policy

Prices are subject to change without notice. Applicable price adjustment clause(s) will be stated at the time of quotation and will be included as part of the quotation.

6. Delivery - Risk of Loss

All transportation costs shall be for the account of the Purchaser and shall be added to the invoice. The parts or equipment sent to the Company for repair shall be delivered by Purchaser F.O.B. the Company's Service Center. Repaired parts or equipment and other parts or equipment furnished by the Company shall be delivered to the Purchaser F.O.B. the Company's Service Center. Risk of loss of or damage to any parts or equipment furnished by the Company under the contract shall pass to the Purchaser F.O.B. the Company's Service Center. Title to any parts or equipment finished by the Company under the contract shall pass to Purchaser upon payment in full. Risk of loss or damage to the Purchaser's parts or equipment shall be with the Purchaser at all times.

7. Shipping Dates

Shipping and/or completion dates are approximate and are based on prompt receipt of all necessary information and approvals from the Purchaser. Unless the Purchaser stipulates on its Purchase Order that an earlier shipment is not permissible, the Company reserves the right to ship prior to the contract shipping date.

8. Force Majeure

a. The Company shall not be liable for failure to perform or for delay in performance due to fire, flood, strike labor issue(s), act of God, act of any governmental authority or of the Purchaser, embargo, fuel or energy shortage, car shortage, faulty castings or forgings, wrecks or delay in transportation, inability to obtain necessary labor, materials or manufacturing facilities from usual sources, unanticipated, hidden or concealed site conditions, or due to any cause beyond its reasonable control.

b. In the event of delay in performance due to any such cause, the date of delivery or time for completion will be extended by a period of time reasonably necessary to overcome the effect of such delay. The Company reserves the right to amend the purchase price as a result of increased costs from such delay.

9. Penalty Clauses

Under no circumstances shall the Company be liable or responsible for any penalty or liquidated damages of any kind, written or implied, nor shall Company be liable for any liabilities arising directly or indirectly out of such clauses, unless such penalty or liquidated damage provision has been accepted and approved by Company in writing by a duly authorized designated officer of the Company.

10. Warranty

a. The Company expressly warrants, subject to the terms, conditions, and limitations contained herein that: (a) any replacement or other parts furnished by it, or any work done by it on the Purchaser's equipment shall be free of defects in workmanship and materials, (b) any specialized tools, equipment and instruments for the use of which a charge is made to the Purchaser shall be adequate for the work to be performed, and (c) the services performed by it will be competent.

b. The Company shall, upon prompt written notice from the Purchaser, correct any failure to conform to any of the applicable foregoing warranties which is first manifested within a period of one (1) year after completion of the work, or shipment of the part. Such correction may, in the case of item (a) above, and at the election of the Company, be limited to the repair or replacement F.O.B. the Company's Service Center, of the defective part or parts furnished by it. In the case of any other breach of the foregoing warranty, the Company shall furnish its services or specialized tools, equipment and instruments, to the same extent as provided on the original work. It is understood and agreed that, unless otherwise agreed to in writing by the Company, the Company assumes no responsibility with respect to the suitability of the Purchaser's equipment or with respect to any latent defects in the same. In no event shall the Company be responsible for providing working access to the defect (which working access shall be the sole responsibility of the Purchaser), including the removal, disassembly, replacement or reinstallation of any equipment, materials or structures to the extent necessary to permit the Company to perform its warranty obligations, or transportation costs to and from the Company factory or repair facility, or for damage to equipment components or parts, resulting in whole or in part from improper maintenance or operation, or from their deteriorated condition. The condition of any tests shall be mutually agreed upon and the Company shall be notified of, and may be present at all tests that may be made.

c. The above warranty term does not apply to products which have a useful life, under normal use, inherently shorter than the one (1) year period indicated above in which instance the warranty shall extend only to that period of its useful life. The Company's sole responsibility with respect to products manufactured by the supplier is to extend to Purchaser the same warranty it receives from the supplier.

d. The Company warrants that any engineering studies performed by it will conform to good professional standards then existing at the time of performance. Any portion of the study which does not so conform shall be corrected by the Company upon notification in writing by the Purchaser within six (6) months after completion of the study.

e. All warranty work shall be performed on a single shift straight time basis, Monday through Friday. In the event that the product requires correction of warranty items on an overtime schedule, the premium portion of such overtime shall be for the Purchaser's account.

f. These warranties shall not apply to any work which (i) has been improperly repaired or altered (other than by Company); (ii) has been subjected to misuse, negligence or accident; (iii) has been installed, commissioned and used in a manner contrary to Company's instructions; (iv) is comprised of materials provided or design stipulated by Purchaser; (v) is used equipment; (vi) has been damaged by or subjected to abrasion, corrosion, or chemicals and gasses due to the physical environment or other conditions exceeding those specified, including without limitation temperature or dirt.

g. EXCEPT AS EXPRESSLY SET FORTH HEREIN, COMPANY MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, IN CONNECTION WITH THIS PURCHASE ORDER AND THE TRANSACTIONS CONTEMPLATED HEREBY. THE FOREGOING EXPRESS WARRANTIES ARE THE SOLE AND EXCLUSIVE WARRANTIES, AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ALL WARRANTIES AND MERCHANTABILITY OF FITNESS FOR A PARTICULAR PURPOSE AND ALL WARRANTIES ARISING FROM ANY COURSE OF DEALING OR USAGE OR TRADE ARE EXPRESSLY DISCLAIMED HEREIN, WITH THE EXCEPTION SOLELY OF THE WARRANTY OF TITLE AND WARRANTY AGAINST PATENT INFRINGEMENT.

11. Limitation of Liability

a. THE COMPANY AND ITS CONTRACTORS. SUBCONTRACTORS, SUPPLIERS, AND OTHER AGENTS SHALL, UNDER NO CIRCUMSTANCES OR EVENT, BELIABLE TO PURCHASER IN EITHER CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES OR FOR LOSS OF PROFITS OR REVENUE, OR LOSS OF USE OF EQUIPMENT OR POWER SYSTEM ARISING DIRECTLY OR INDIRECTLY OUT OF THE WORK OR SERVICES PERFORMED BY THE COMPANY OR THE PARTS AND EQUIPMENT UTILIZED OR PROVIDED HEREIN. THE LIMITATION OF LIABILITY SET FORTH HEREIN SHALL ALSO APPLY TO ALL CLAIMS OF CUSTOMERS OF PURCHASER AND ANY DAMAGES SUSTAINED BY SUCH CUSTOMERS.

b. THE LIMITATION OF LIABILITY CONTAINED IN SUBPARAGRAPH a. ABOVE, BY WAY OF ILLUSTRATION, AND NOT BY WAY OF LIMITATION SHALL PERTAIN TO ANY AND ALL LIABILITY ARISING DIRECTLY OR INDIRECTLY OUT OF THE PERFORMANCE OR BREACH THEREOF OF ANY PURCHASE ORDER BY THE COMPANY, AND FROM ANY LIABILITY ASSOCIATED WITH THE MANUFACTURE, SALE, DELIVERY, INSTALLATION, SUPERVISION, DIRECTION, MAINTENANCE, REPAIR, OR USE OF ANY EQUIPMENT COVERED OR FURNISHED UNDER THE PURCHASE ORDER WHETHER SUCH DAMAGES ARISE IN contract, warranty, in tort (including negligence or otherwise).

c. THE TOTAL AMOUNT OF ANY AND ALL CUMULATIVE RECOVERY AGAINST THE COMPANY AND ITS CONTRACTORS, SUPPLIERS,

SUBCONTRACTORS, AND OTHER AGENTS SHALL NOT UNDER ANY CIRCUMSTANCES WHATSOEVER EXCEED THE LESSER OF THE AMOUNT OF THE PURCHASE ORDER, INCLUDING ANY AND ALL CHANGES THERETO, OR THE AMOUNT OF TWO HUNDRED FIFTY THOUSAND DOLLARS ($250,000).

12. Insurance

During the performance of the Work, the Company shall obtain and maintain the following insurance:

a. Workman's Compensation Insurance and Employer's Liability Insurance as required by law;

b. Comprehensive General Liability Insurance with a limit of $1,000,000 each occurrence/aggregate for bodily injuries and with a limit of $1,000,000 each accident/aggregate for property damage.

c. Automobile Liability Insurance with a combined limit of $1,000,000 bodily injury and property damage.

If Purchaser so requests, the Company shall furnish Purchaser with certificates evidencing the foregoing coverage.

13. Nuclear Insurance – Indemnity

With respect to nuclear projects, the Purchaser or the owner of the facility shall have complete and proper insurance protection against liability and property damage which may result from a nuclear incident, and shall agree to indemnify the Company, its suppliers, employees, contractors, and subcontractors of and from any and all claims, actions, causes of actions, or lawsuits resulting from a nuclear incident.

14. Returns

No equipment, product, parts, or supplies may be returned without first securing the prior written approval and terms for return from the Company. The return of all of the aforesaid items shall not be permitted without a properly executed returned goods authority form accepted by the Company. All of such items returned which do not provide instructions strictly in accordance with the Company's authority or without charges prepaid will not be accepted. The Company reserves the right to refuse any of such items for credit. All materials returned and accepted will be subject to a minimum twenty percent (20%) restocking charge.

15. Termination

After acceptance by the Company, a Purchase Order shall not be terminated, in whole or in part, by the Purchaser except by agreement in writing from the Company and any such agreement will be contingent upon payment of reasonable charges based upon expenses already incurred and commitments made by the Company plus a charge of ten (10%) percent of the contract price to compensate for indirect costs resulting from the termination.

16. Patents

Subject to those limitations set forth herein and more specifically paragraphs 10 and 11, the Company will, at its own expense, defend any suit which may be brought against the Purchaser based on a claim that any equipment, materials, or services furnished by the Company under contract constitutes an infringement of any United States letters patent (provided the Company is notified promptly of such suit and copies of all papers therein are delivered to the Company), and the Company agrees to pay all judgments and costs recovered in any such suit and to reimburse the Purchaser for costs or expenses incurred in the defense of any such claim or suit. In case said apparatus or any part is held to constitute infringement and the use of the equipment, materials, or services is enjoined, the Company shall, at its own expense, either procure for the Purchaser the right to continue using the apparatus or part or replace with non-infringing equipment, materials, or services or modify it so it becomes non-infringing, or remove the equipment, materials, or services and refund the purchase price and the transportation and installation cost thereof. The indemnity obligations of this Section shall not apply to (i) equipment or programming specified by the Purchaser, (ii) modification made to equipment by the Purchaser or at its request, or (iii) use of equipment in combination with other equipment not supplied or approved by the Company hereunder. The foregoing states the entire liability of the Company for patent infringement by the equipment, materials, or services or any part thereof.

17. Taxes

Prices quoted are exclusive of any present or future federal, state or local sales, use or excise taxes. In states where such sales, use or excise taxes apply, they will be added to the invoice as a separate item unless the Purchaser has furnished an acceptable tax exemption certification from such tax prior to shipment.

18. Scrap Materials

All scrap materials become the property of the Company.

19. Containers

An extra charge will be made for returnable containers and special shipping devices. A refund will be made only if the containers are returned in good condition to the factory or other point designated by the Company within ninety (90) days from the date of original shipment charges prepaid.

20. Site Exclusions

The Company shall not be liable or responsible in any way for any liability arising from any unanticipated, hidden or concealed site conditions of Purchaser's site or for injury to person(s) or property which is caused by such condition.

21. Confidential Information

All financial, statistical, operating and personnel materials and information, including, but not limited to, manuals, designs, drawings and specifications, and computer software programs and related documentation relative to or utilized in the Company's business or in the business of any affiliate or subsidiary of the Company is acknowledged by the Purchaser to be the valuable and confidential property of the Company. The Purchaser shall keep and maintain the confidentiality of such information and shall instruct its agents, employees, contractors, and subcontractors of the requirement that such information remain confidential. The Purchaser shall not disclose, photocopy, or otherwise duplicate any such materials without the prior written consent of the Company. Any unauthorized use of such materials or information by the Purchaser shall not affect the Company's ownership rights or the confidential status of such information.

22. Non-Solicitation

Purchaser agrees that it will not directly or indirectly engage, employ, solicit, or contact with a view toward the engagement or employment any person who is employed by or who acts as an independent contractor on behalf of the Company during the timeframe during services are rendered to Purchaser, and for a period of one (1) year after the completion of the project. In the event of any threatened breach of this non-solicitation provision, Company shall be entitled to injunctive relief by way of an Order to Show Cause, Temporary Restraining Order, Temporary Injunction, and Permanent Injunction without the necessity of posting bond.

23. Default/Breach

In addition to all other remedies available to Company, the Purchaser shall be liable and responsible to Company for any and all reasonable attorney's fees, costs, and expenses incurred with respect to enforcing the provisions of the terms and conditions of this Agreement including, but not limited to, all payment obligations required hereunder in the event of any default or breach of any terms and conditions contained herein by Purchaser.

24. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the state of Missouri.

25. Forum Selection Provision

[The Company and Purchaser and all persons claiming any rights or privileges hereunder agree that the Circuit Court of St. Louis County, Missouri or the United States District Court for the Eastern District of Missouri shall be the sole and exclusive forum for the commencement and prosecution of any lawsuit. The Company and Purchase agree to waive any and all objections they have to such forum and to jurisdiction, and agree that this provision is reasonable and affords access to the courts to all parties concerned hereunder. This section may be used by any party as a bar to any action filed in any other jurisdiction or in any other venue.]

26. Customer Responsibilities

Our delivery of the services provided herein at the fees set forth herein are dependent, among other things, upon your involvement in all aspects of the services rendered; your ability to provide accurate and complete information as required; your timely and effective completion of any responsibilities assigned to you; and timely decisions and approval by your management. You will be required to provide adequate work facilities either onsite or offsite, as may be reasonably acceptable to us.

27. Entire Agreement.

The terms and conditions herein, including all documents executed by the parties and pertaining hereto, constitute the entire agreement and understanding between the parties and supersedes any prior understandings, agreements, or representations by or among the parties, whether oral or written.

28. Amendment and Waivers

No changes, deletions, additions, or amendment to the Purchase Order and Terms and Conditions contained herein shall be valid unless in writing duly executed by each of the parties hereto.

29. Severability.

Any term or provisions of the Purchaser Order and the Terms and Conditions contained herein that is invalid or unenforceable in any situation shall not affect the validity or enforceability of the remaining Terms and Conditions contained herein, and said remaining provisions shall continue with full force and effect as if such unenforceable or invalid provision shall not have been inserted in the first instance.

Accepted by: _____

Title: _____

PO #: _____

Date: _____

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Rental Agreement No. 4503873392

EQUIPMENT RENTAL AGREEMENT

THIS AGREEMENT ("Agreement"), made this **1 day of May, 2025,** by and between **Asher Power LLC, 108 W Dallas St #18, Broken Arrow, Oklahoma, United States, 74012**, ("**Owner**"), and **2101-Kiewit Water Facilities South Co. PO BOX 452500, Omaha, NE, 68145-2500** ("**Contractor**").

Owner and Contractor agree to the terms and conditions set forth below:

Section 1. EQUIPMENT. Owner hereby agrees to furnish to Contractor the equipment set forth in Schedule "A", hereinafter "Equipment", including all attachments and miscellaneous working parts, at the rates set forth in Schedule "A".

Section 2. TERM. The term of this Agreement shall be as set forth in Schedule "A", or such longer period as Contractor may require. Either party may terminate this Agreement in whole or in part upon **5** days' notice to the other party.

Section 3. FORCE MAJEURE. If by reason of strikes, picketing, adverse weather conditions, Acts of God or any other reason beyond Contractor's control, Contractor shall be unable to use such Equipment, then the payment for such Equipment shall, until Contractor can again use such Equipment, be **0%** of the applicable base rate.

Section 4. PURCHASE OPTION. The terms of the purchase option, if exercised by Contractor, shall be the percentage set forth in Schedule "A" of all payments for the use of said Equipment. This amount shall apply toward the purchase price set forth in Schedule "A", which shall be considered the fair market value of the Equipment. Any other terms to apply are as follows: **NA**

Section 5. CONDITION. Whether provided "Bare" or "Fully Operated" Owner agrees to furnish Equipment in good serviceable condition, fit for the operation intended and described by Contractor. Upon notice from Contractor that Equipment was not delivered in such condition, Owner shall promptly repair or replace Equipment and Contractor's payments shall abate until Equipment has been repaired or replaced.

Section 6. CHANGES. Owner and Contractor may change, add to, or delete the terms and conditions of this Agreement by written amendment, which shall be executed by both parties.

Section 7. OPERATORS AND MAINTENANCE.

A. **FULLY OPERATED EQUIPMENT.** For Equipment furnished with Operators, the parties agree that Owner shall furnish, at no additional cost to Contractor, properly licensed, fully trained and qualified employee or other operators ("Operators") to operate Equipment when and as required by Contractor. Owner will pay any project specified Davis-Bacon or prevailing wages to Operators. Owner will provide certified payrolls weekly, if requested by Contractor, and will indemnify and hold Contractor harmless from any and all claims or liability for unpaid wages. Whether employees of Owner or leased or borrowed employees, Owner retains exclusive control over Operators and the details of their work, and is solely responsible for their hiring, training, work, and discipline. All work performed by Operators is considered to be a part of this agreement even when Operators are temporarily doing work not associated with the operation of the Equipment. Additionally, Owner shall keep the Equipment in good repair and condition at all times. In the event of a breakdown of Equipment, or if Equipment is lost, stolen, damaged or destroyed, Owner shall promptly repair or replace Equipment so that Contractor's and Owner's operations resume with minimal delay. Contractor shall permit Owner's repair personnel to work on the jobsite where safe and feasible. Owner agrees to comply with jobsite safety requirements when delivering Equipment or working at a Contractor jobsite.

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B. **BARE EQUIPMENT.** For Equipment furnished without Operators, the parties agree that Contractor shall keep the Equipment in good repair and condition during the term of this agreement and shall return Equipment in the same condition as delivered, reasonable wear and tear excepted. In the event of Equipment breakdown, or if Equipment is lost, stolen, damaged, or destroyed, Contractor shall promptly notify Owner and shall repair or replace Equipment at Contractor's expense. Contractor's maximum liability for repair or replacement is limited to the actual cash value of Equipment. If Contractor pays actual cash value Contractor may elect to keep Equipment as salvage. If it is determined that breakdown, damage or other problems with Equipment are caused by a defect in Equipment, by the failure of Owner to provide Equipment in good repair and condition, by the failure of Owner to provide Equipment fit for the operation intended and described by Contractor, by other error by Owner, or in violation of this agreement, then (a) Owner shall be liable for the cost of repair or replacement, and (b) Contractor's payments under this agreement shall abate from the time of notice to Owner until Equipment has been repaired or replaced. Additionally, Contractor shall provide properly licensed, fully trained and qualified employees or others to operate Equipment. Contractor retains exclusive control over its employees and the details of their work while operating Equipment, and is solely responsible for their hiring, training, work, and discipline.

Section 8. **INSURANCE**. For both Fully Operated and Bare Equipment, Owner shall at all times maintain with insurers acceptable to Contractor the following minimum insurance:

(a) Workers' Compensation coverage to statutory limits required where it conducts any operations and Employer's Liability coverage of not less than $1,000,000 each accident. Where applicable, Owner must provide U. S. Longshore and Harbor Workers' Compensation Act, Maritime Employer's Liability, and Jones Act coverage.

(b) Commercial General Liability ("CGL") of not less than $2,000,000 each occurrence and $2,000,000 general aggregate. CGL shall include coverage extensions for (1) contractual liability, and (2) independent contractors.

(c) Automobile Liability ("AL") of not less than $2,000,000 each accident endorsed to cover "any auto," or to cover all owned, non-owned and hired vehicles used in Owner's operations.

Owner shall provide Contractor with certificates of insurance establishing compliance with the above requirements prior to delivery of Equipment. Owner shall provide Contractor thirty (30) days advance written notice in the event of policy cancellation or changes to limits. Owner's CGL and AL insurance shall name Contractor and the project owner as additional insured and be primary and non-contributory to any other insurance maintained by Contractor and project owner. These insurance requirements shall support, but shall not limit, Owner's duties, obligations, and liabilities under any other provision of this Agreement.

In the event Owner is providing Fully Operated Equipment, Owner shall cause any Property/Contractor's Equipment Insurance policy covering the Equipment to waive any and all rights of subrogation against Contractor.

Section 9. **INDEMNITY**. TO THE FULLEST EXTENT PERMITTED BY LAW, OWNER SPECIFICALLY OBLIGATES ITSELF TO CONTRACTOR, CONTRACTOR'S SURETY, AND THE PROJECT OWNER TO DEFEND AND INDEMNIFY THEM AND SAVE THEM HARMLESS FROM:(I) ANY ACTUAL OR ALLEGED INFRINGEMENT OF ANY PATENT OR PATENTED RIGHT, COPYRIGHT OR TRADEMARK; (II) ANY AND ALL CLAIMS, SUITS OR LIABILITY FOR DAMAGE TO PROPERTY INCLUDING LOSS OF USE, INJURIES TO PERSONS INCLUDING DEATH, AND TO ANY OTHER CLAIMS, SUITS OR LIABILITIES ARISING FROM THE EQUIPMENT OR OWNER'S OPERATIONS TO THE EXTENT OF OWNER'S ACTS OR OMISSIONS (THESE ARE ALL "OCCURRENCES"). OWNER'S OBLIGATION EXTENDS TO ANY OCCURRENCE, WHETHER OR NOT CAUSED IN PART BY THE

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ACTIVE OR PASSIVE NEGLIGENCE OR OTHER FAULT OF A PARTY TO BE INDEMNIFIED, OTHER THAN THE SOLE NEGLIGENCE OR WILLFUL MISCONDUCT OF THE PARTY TO BE INDEMNIFIED. OWNER'S OBLIGATION EXTENDS TO ALL CLAIMS AGAINST CONTRACTOR OR A THIRD PARTY BY AN EMPLOYEE OR FORMER EMPLOYEE OF OWNER, AND OWNER EXPRESSLY WAIVES ALL IMMUNITY AND LIMITATION OF LIABILITY UNDER ANY INDUSTRIAL INSURANCE ACT, WORKERS COMPENSATION ACT, DISABILITY ACT, OR OTHER EMPLOYEE BENEFIT ACT OF ANY JURISDICTION WHICH WOULD OTHERWISE BE APPLICABLE IN THE CASE OF SUCH A CLAIM.

Section 10. LIMITATION OF LIABILITY. EXCEPT FOR DAMAGES ARISING DUE TO BREACHES OF CONFIDENTIALITY AND OWNER'S INDEMNITY OBLIGATIONS, IN NO EVENT SHALL EITHER PARTY BE RESPONSIBLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES CAUSED BY, RESULTING FROM OR IN ANY WAY CONNECTED WITH PERFORMANCE OF THIS AGREEMENT.

Section 11. COMPLIANCE WITH LAWS. Owner warrants that the Equipment meets the requirements of all applicable federal, state, and local safety and health acts, laws, rules and regulations, including all antitrust laws and the Foreign Corrupt Practices Act. Additionally, Owner shall abide by all applicable laws, regulations, and executive orders, including without limitation those that relate to equal opportunity and anti-discrimination. Owner agrees to deliver any reports, certifications of compliance, or other documentation substantiating compliance with such applicable laws, ordinances, regulations, and executive orders, including those required by Contractor and/or Project Owner. Owner shall require that anyone providing any part of the Work include all the requirements of this Section 11 in any contract they enter into for any part of the Work.

Owner shall abide by the requirements of 41 CFR 60-300.5(a). **This regulation prohibits discrimination against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.** Owner also shall abide by the requirements of 41 CFR 60-741.5(a). **This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.** Further, 29 CFR Part 471, Appendix A to Subpart A, is incorporated by reference and binding on Owner.
Owner shall obtain, at its own expense, all permits, licenses, tests and inspections necessary for Owner's performance of its obligations under this Agreement Owner warrants all Equipment shall not be subject to any unresolved required recalls or service bulletins issued by the original equipment manufacturer. Owner will immediately notify Contractor if any Equipment is subject to a new required recall or service bulletin.

Section 12. TAXES AND FEES. Except as otherwise provided herein, the rates provided in Schedule "A" include, and the Owner shall pay all corporate income taxes, personal property taxes, assessments, ad valorem taxes, stamp and documentary taxes and all other governmental taxes, charges, fees, fines or penalties whatsoever, imposed by any governmental or taxing authority on Owner. Notwithstanding the preceding, if Owner is registered by taxing authorities to collect sales taxes based on charges billed to Contractor, Owner shall issue invoices to Contractor that separately itemize charges for applicable sales taxes and Contractor shall pay Owner for any such properly-invoiced charges for sales taxes in addition to other amounts to be paid by Contractor to Owner under the terms of this Equipment Agreement. If Owner is not registered by taxing authorities to collect sales taxes based on charges billed to Contractor, Contractor acknowledges it has responsibility for payment of any such use taxes imposed by governmental authorities directly to such taxing authority. If Contractor has paid use taxes on the amounts billed under this Equipment Agreement directly to any such taxing authority, Owner hereby waives its entitlement to be paid the applicable sales taxes imposed under this Equipment Agreement.

Section 13. NOTICE. Any notice to be given under this Agreement shall be mailed by (registered or certified mail) or sent via facsimile, to any party to be notified at the address set forth herein, and shall be deemed given when so mailed or faxed.

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Section 14. **DISPUTES**. Any controversy, dispute or claim arising out of or relating to this Agreement shall first be settled through good faith negotiation by senior managers of the parties. If the parties are unsuccessful at resolving the dispute through negotiation, the parties agree to mediation administer under the rules of the American Arbitration Association. During the dispute, Owner will continue to offer rental equipment and supplies without interruption. Contractor will continue to pay undisputed amounts when due. In the event either party institutes suit in court against the other party in connection with any dispute or matter arising under this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees, costs or other expenses in addition to any other relief granted by the court.

Section 15. **FULL AGREEMENT**. This Agreement constitutes the full and complete understanding between the parties. Any terms and conditions of Owner, including those on any invoice, delivery receipt, or other document included with Owner's bid, correspondence, or required by Owner to be signed at the time of delivery of the Equipment shall be null and void and of no effect, and such invoice, delivery receipt or other document shall have the sole effect of acknowledgment of the delivery of the Equipment. Any provision(s) of this Agreement found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of this Agreement.

Section 16. **INVOICES**.

All invoices must have the Agreement Number on them. Send invoices to:

2101-Kiewit Water Facilities South Co.

105729-City of Sherman CMAR - Carrying_Project

PO Box 452500

Omaha, NE 68145-2500

KBS.InvoicesAP@kiewit.com

Section 17. **Contractor's Vendor Code of Conduct.** Seller shall comply with Contractor's Vendor Code of Conduct which can be accessed at Kiewit.com/vendor-conduct.

Schedule "A"

Line Item	Description	Initial Serial #	Duration/Qty	Price Per Unit	Market Value
1	**G&W 6 way PNI Vault Style Switchgear**	**--**	**3.00 Months**	**9,000.00 USD**	**--**
2	**Expedited shipping**	**--**	**1.00 Each**	**1,500.00 USD**	**--**

Rental includes transport drawings, freight, equipment, and up to (insert number) # technicians. Sales tax, if applicable, shall be billed separately. Payment terms are Net due in 30 days from receipt of invoice.

Rate Schedule:

Daily $

Weekly $

Monthly $

Section 18. CONFIDENTIALITY. With respect to any information supplied in connection with this Agreement and designated by either of the parties as confidential, or which the other should reasonably believe is confidential based on its subject matter or the circumstances of its disclosure, the other agrees to protect the confidential information in a reasonable and appropriate manner, and use confidential information only to perform its obligations under this Agreement and for no other purpose. This will not apply to information which is:

(a) publicly known,

(b) already known to the recipient,

(c) lawfully disclosed by a third party,

(d) independently developed,

(e) disclosed pursuant to legal requirement or order.

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IN WITNESS WHEREOF, the parties shall have read all provisions set forth herein and have executed this Agreement on the date first above written.

Asher Power LLC		**2101-Kiewit Water Facilities South Co.**	
Signature:	Signed by: Nick Wallace 4773A17E98E246B...	**Signature:**	
Name:	Nick Wallace	**Name**:	
Title:	Director of Engineering	**Title**:	
Date:	5/1/2025	**Date**:	

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PURCHASE ORDER

PO Number: 4503873392

4503873392

Bill To Address
2101-Kiewit Water Facilities South Co., PO Box 452500, Omaha, Nebraska, United States, 68145-2500 **Email ID / Fax Number** KBS.InvoicesAP@kiewit.com

Summary	Amount (USD)
Item Total	30,500.00
**Vendor shall collect sales tax when required under applicable law*	

Order Details

Order Number	4503873392	**Order Type**	New Order
Issue Date	5/1/2025	**Payment Terms**	Net due in 30 days
Order Contact	MACKENZIE.MELTON@KIEWIT.COM	**Order Contact Name**	Mackenzie Melton
IncoTerms		**Code**	
Supplier Name and Address	10137103 :: Asher Power LLC, 108 W Dallas St #18, Broken Arrow, Oklahoma, United States, 74012	**Requester Details**	Jeremie Bertin, JEREMIE.BERTIN@GANOTEC.COM
Ship To Address	302 Cliff Hestand Road, Sherman, Texas, United States, 75090	**Project/Cost Center:**	105729 : City of Sherman CMAR - Carrying_Project

Header Comments

Asher Power Quote

Material Items

Line No.	Item Number	Supplier Item Number	Item Description	Quantity	UOM	Unit Price (USD)	Total (USD)	Tax	Need By Date	Deliver To
2			Expedited shipping	1.00	Each	1,500.00	1,500.00	Y	4/29/2025	Jeremie Bertin

Service Items

Line No.	Item Number	Supplier Item Number	Service	Efforts	UOM	Unit Price(USD)	Total (USD)	Tax	Start Date	End Date
1			G&W 6 way PNI Vault Style Switchgear	3.00	Months	9,000.00	27,000.00	Y	4/29/2025	7/29/2025

Line No.	Item Number	Supplier Item Number	Service	Efforts	UOM	Unit Price(USD)	Total (USD)	Tax	Start Date	End Date
3			Misc. Tax/Fees	-	Each	2,000.00	2,000.00	Y	4/29/2025	7/29/2025

Legal Terms and Conditions

Purchaser may be a federal contractor, and Seller may be a federal subcontractor. If seller is a federal subcontractor, then unless exempted, the Equal Opportunity clauses as set forth in 41 CFR §60-1.4(a), 41 CFR §60-1.4(b), 41 CFR §60- 250.5(a) ,41 CFR §60-300.5(a), and 41 CFR §60-741.5(a), as well as the specifications set forth in 41 CFR §60-4.3(a) and the provisions of 41 CFR §61-250.10, 41 CFR §61-300.10, and 29 CFR Part 471 , Appendix A to Subpart A and, if applicable, requirements of Form FHWA-1273, are incorporated by reference and shall be binding on Seller.

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Except for breaches of confidentiality and vendor's third party indemnity obligations, neither party (or its affiliates, employees, contractors or suppliers, when acting in such capacity with respect to this purchase order) will be liable to the other (or its affiliates, employees, contractors or suppliers, when acting in such capacity with respect to this purchase order) for any indirect, incidental, consequential, special or punitive damages, for loss of profits or revenue or loss of time, opportunity or value of data, whether in an action in contract, tort (including negligence), product liability, strict liability, statute, law, equity or otherwise.

Seller's quotation shall be referenced solely for purposes of price, quantity and delivery date. All other terms and conditions included in Seller's quotation or any other communication are hereby rejected. Purchaser's acceptance hereunder is expressly conditioned upon and limited to application of previously negotiated and mutually agreed terms. Seller will be deemed to have accepted the Purchase Order when it (i) sends Purchaser notice of acceptance in writing, (ii) starts to perform any services in accordance with the terms of the Purchase Order, and/or (iii) delivers any or all of the goods or materials covered by the Purchase Order, whichever occurs first. Purchaser may withdraw the Purchase Order at any time before it is accepted by Seller. No contract will exist except as herein provided.

Seller shall comply with Contractor's Vendor Code of Conduct

If no incoterm is listed above, all equipment, materials, components, documents and other deliverables furnished under this Agreement shall be delivered D.D.P. (Incoterms 2020) to the Project Site, or such other location as Contractor may direct in writing.

Cost Proposal No.
35
PCO 35

TO: Kiewit

ATTN: Jeremie Bertin

JOB NAME: Sherman WWTP Date: **August 14, 2025**

REFERENCE: See attached Work Order

Alterman Job # **635101** WCD 40 and WCD 43

We have reviewed the requirements of: **WCD-40-43**
as it pertains to the work of our Contract.

In Compliance with the terms of our Contract Agreement, we agree to perform the changed work for:

Alterman Cost Proposal No. 35

X	Additional Amount of	**$**	**16,061.06**
	Deductive Amount of	$	-
	No Change in Contract Amount		

This pricing is based on the following conditions:

X Quotation is valid for **15** days. Lack of direction concerning this work by that date will require re-evaluation of the work change.

2.00 Calendar days extension of Contract time is required once approved submittals are approved

X Exclusions or conditions that vary from our Contract Agreement are as follows:

X Complete pricing breakdown for our work is attached for your review.

Joe Lubischer
ALTERMAN REPRESENTATIVE

LONESTAR ELECTRIC SUPPLY

Quotation

LONESTAR ELECTRIC SUPPLY
1242 REGAL ROW
DALLAS, TX 75247
Phone 972-947-9700
Fax 800-947-6069

EXPIRATION DATE	QUOTE NUMBER
08/12/2025	S102464400

	PAGE NO.
LONESTAR ELECTRIC SUPPLY 1242 REGAL ROW DALLAS, TX 75247 Phone 972-947-9700 Fax 800-947-6069	1 of 1

QUOTE TO:

ALTERMAN INC
PO BOX 700490
SAN ANTONIO, TX 78270

SHIP TO:

ALTERMAN INC (DAL)
302 CLIFF HESTAND RD
SHERMAN, TX 75090-3580

CUSTOMER NUMBER	CUSTOMER PO NUMBER	JOB NAME / RELEASE NUMBER	SALESPERSON
29214			JEFF MERCER

WRITER	SHIP VIA	TERMS	SHIP DATE	FREIGHT ALLOWED
JEFF MORTON	DIRECT	2% 25th Net 25th	08/13/2025	No

ORDER QTY	DESCRIPTION	UNIT PRICE	EXT PRICE
	SHIPPING INSTRUCTIONS JOB SITE CONTACT NAME: Denis Turcios JOB SIE CONTACT PHONE: 469-933-6438		
3ea	6429-2T 150A, 23 in, Fuse type: QA, Stock	50.000/ea	150.00

Valid for 30 days from the date issued. Prices are subject to change without notice due to changes in quantities or fluctuations in material prices, tariffs, duties, or other unforeseen circumstances. Does not include applicable taxes, shipping, or installation fees unless specified and stock items are subject to prior sale. All sales and returns are subject to our standard terms and conditions, at lonestarelectricsupply.com/credit-terms/

Subtotal	150.00
S&H Charges	0.00
Amount Due	150.00

ELECTRIC POWER SYSTEMS

TESTING & ENGINEERING SERVICES

ALTERMAN ELECTRIC INC

Sherman MV Terms

DAL-JR-Q24604-C3

8/13/25

Setting The

Standard of Excellence

In the Power Industry

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EPS
ELECTRIC POWER SYSTEMS

SETTING THE STANDARD *of* EXCELLENCE IN THE POWER INDUSTRY

INDUSTRY LEADING EXPERTS

Electric Power Systems is a NETA Certified, Independent Electrical Testing & Engineering Organization. We specialize in commissioning, start up, and maintenance testing for Utility, Industrial, Transit, Data Centers, and Commercial Facilities. At Electric Power Systems, we are commited to promoting a culture of safety within our organization and along side all of our clients. Our dedication to providing safe and reliable services has made us a trusted industry leader since 1977.

OUR PEOPLE

As a full member of the International Electrical Testing Association (NETA), all of our Technicians are required to be tested to demonstrate their knowledge in several categories including safety and independent electrical testing methods. In addition, EPS has an in house safety and training program to further the knowledge of all of our personnel and to ensure they continue to work safely and effectively even with the changing technology they are presented with.

COMMITTED TO INNOVATION

NETA

At Electric Power Systems, we continually push for excellence and advancement in technology. EPS partners with many equipment manufacturers to continue to pursue excellence in everything that we do. EPS also holds the distinction of being a member of **PEARL** which is a testament to the level of quality we provide to our customers.

PEARL
Professional Electrical Apparatus Reconditioning League

WE'VE GOT YOU COVERED

With offices conveniently located throughout North America, EPS is uniquely positioned to staff your project, regardless of location. As one of the largest independently owned electrical testing companies in the country, we are capable of staffing any testing or commissioning project, regardless of size or scope.

www.epsii.com | (800) 296-6770

ELECTRIC POWER SYSTEMS TESTING & ENGINEERING SERVICES

Richardson, TX 75081 United States • www.epsii.com

Date: Aug 13, 2025

Joe Henry

ALTERMAN ELECTRIC INC
14703 JONES MALTSBERGER
SAN ANTONIO, TX 78247

Cell: 210-290-0289
Email: joe.henry@goalterman.com

Reference: EPS Quote #DAL-JR-Q24604-C3

Attn: Joe Henry

Thank you for your interest in Electric Power Systems International Inc. ("EPS"). We are pleased to offer our professional services on Sherman MV Terms. EPS will provide the necessary field service engineers, technicians, tools, and test equipment to complete the outlined proposal and definition of project scope of work.

EPS is setting the standard of excellence in the power industry by using our unsurpassed experience, safety record, state-of-the-art training programs and professional credentials. As a full member of the International Electrical Testing Association (NETA), a recognized leader and ANSI standards developer for the electrical testing industry, you are assured that all testing is performed objectively according to NETA / ANSI standards.

EPS offers complete solutions for electrical system reliability and safety including commissioning and startup services, acceptance and maintenance testing, transformer services, engineering studies, and electrical and safety training. By selecting EPS, you will quickly understand how we are your single source solution for all your electrical reliability needs. EPS has 30+ offices located in North America and experienced professionals when and where you need them, to meet your project schedule. For more information, visit our website at www.epsii.com

Thank you for giving Electric Power Systems International Inc. the opportunity to provide service for your electrical requirements and for your cooperation and continued support. Please feel free to contact me at 216.513.6944 to schedule this work or if you have any questions.

Respectfully Submitted,

Julio Ramos
Sales Manager

Richardson, TX 75081

216.513.6944 Office
j.ramos@voltyx.com
www.epsii.com

Richardson, TX 75081 United States • www.epsii.com

Project:

Electric Power Systems International Inc. (EPS) is pleased to offer professional services on Sherman MV Terms. This project is located at Sherman, Texas. All testing will be in accordance with Acceptance Testing Specifications as stated below.

This service proposal is designed using industry standards to provide economic and safety-related benefits. This program will also establish a base-line record or trending data to be utilized as an ongoing maintenance program to enhance the system reliability through future preventive maintenance.

Equipment to Be Tested Per the Following One-Line(s)/Drawings:

Re-Term vista gear, Includes EPS portion of MOP & ULCS support pulling fuse at pole.

*Optional
NETA Testing of Vista & SEL 751 Relays (3)

Project Schedule:

1. Project will be performed based on customer's mutual agreed upon schedule.

Pricing:

Total price for Inspection & Testing of electrical equipment listed above for this project is as follows:

Price For Sherman MV Terms on Permanent Vista Listed Above Only:…….$ 6,500.00 USD

***Optional**

Price For Sherman Vista NETA Testing (if Needed) Listed Above Only:…….$ 3,200.00 USD (Price is per vista)

Price For Sherman Total Price Listed Above Only:…….$ 9,700.00 USD

** Assuming work is performed during Normal Business Hours = ST**

**Pricing includes travel expenses, per diem, etc.*

Electric Power System Responsibilities:

1. Provide all necessary field service engineers, technicians, tools, and test equipment to complete the testing of the equipment as defined by the projects scope of work.
2. Provide all required documentation for the applicable field tests as defined by the projects scope of work.
3. Perform the following safety tasks:
    a) Perform a daily onsite Job Hazard Analysis (JHA) prior to commencing any site activities.
    b) Coordinate with the customer to perform Lock-Out/Tag-Out (LOTO) activities as required by the projects scope of work.
    c) Perform equipment inspections as required by the project scopes of work.
    d) Report any items that are believed to have a potential for an unsafe work condition.

4. Provide a full report to include the scope of work, test dates, test data, and any discrepancies discovered with recommendations.

Customer Responsibilities (but not limited to):

1. Supply personnel for assistance with loading and unloading test equipment if required by the projects scope of work.
2. Supply adequate power for test equipment as required by the projects scope of work.
3. Supply all lifting devices if required by project scope of work.
4. Coordinate, supply and ensure all scheduled equipment in a priority list defining sequential order by the project scope of work to be tested available upon arrival of EPS Personnel.
5. Allow and ensure free, clear, and uninterrupted access to all equipment being tested and in the projects scope of work.
6. Client to provide an on-site employee who is qualified and familiar with the electrical system, and any jobsite regulations.
7. Client to remove and reinstall all circuit breakers listed above in the scope of work for testing.
8. Client to remove and reinstall all panel coverings for IR scanning by EPS
9. Provide up to date documents as required, such as protective device settings, any necessary electrical drawings, or manufacturer's instruction manuals.
    a) If drawings and settings are not available, EPS Engineering Services can update one-line drawings and perform a coordination study for an additional fee (if applicable).
10. Arrange and pay for any utility outages that may be required to de-energize equipment to be tested.
11. Customer shall perform all switching required to de-energize the equipment to be tested.
    a) If EPS is required to perform switching, customer must submit a signed Switching Agreement relieving EPS of any and all liability associated with such switching activity.
12. Provide allotted time per project scope of work to allow EPS lead personnel to walk the project site and finalize project logistics and schedule (if required).
13. Cable terminations need to be made accessible and possibly de-terminated for specific tests.
14. If a request for quote (RFQ) does not include one-line drawings, schematics, three lines, a schedule of work, or specifications, pricing may be affected by additions to the scope not initially accounted for.
15. EPS will require all equipment to be installed, set on pads, and grounded before testing.
16. Client to provide a safe location for test equipment to be left on-site for the duration of the project.
17. Cover the costs of illness/disease testing and or PPE fitment if applicable.
18. Provide (72) hour notice for scheduling of testing so that there is compliance with the California Labor Laws (if applicable).

Terms of Payment

An invoice in the amount of the above firm price, plus billing for any additional work or standby time outside of EPS control will be issued upon completion. Or progress billing could apply for the defined scope of work based on the length of the project. Payments are due and payable Net 30 days from the date of each invoice.

The issuing of a purchase order to EPS along with credit approval, will be sufficient to form an agreement to the terms and conditions referenced in this proposal.

This proposal is based upon working Monday thru Friday, normal business hours (excluding holidays) which includes a 40-hour work week (unless otherwise stated above).

General Clarifications and Assumptions:

1. Price assumes work to be performed Monday thru Friday, normal business hours (excluding holidays).
2. EPS shall be notified, a minimum of ten working days prior to being required to mobilize.
3. This quote is only valid for 30 days from the date of the proposal.
4. If this is a Public Works or Federal/State/Local funded project and subject to Prevailing Wages this proposal can and will change based on the current Public Works wage determinations based on the location of the said project involved. Any failures and or/ omittance as to the knowledge of a public works project shall allow EPS to remedy any monetary/contractual/legal requirements of said project subject to Prevailing wage to take place and you the "CLIENT" agrees to pay the additional costs associated with the public works project. EPS follows all Federal/State/Local requirements on any level and will comply as such in doing it so it is the "CLIENTS" responsibility to fully disclose all the requirements of their obligations as well when entering into any Federal/State/Local funded projects.
5. This price does not include any time associated to safety meetings, training, commissioning meetings or gaining security access.
6. EPS Terms and Conditions of Sales and Services are here by incorporated into this proposal.
7. The price above is based on the assumption of accuracy of the electrical system data supplied to EPS (e.g. single-line diagram, equipment list or another source). Any unplanned time necessitated by inaccuracies of this information due to restricted site access, deficiencies discovered or safety guidelines (e.g. safety equipment, procedures) may result in a work stoppage, and be additionally billed on a time and material basis in accordance with our current published rates for applicable class of service.
8. Payment subject to any withholding or offset for disputed amounts, shall not delay payment of the original contract, which shall be paid Net 30 days from receipt of properly submitted and documented invoice.
9. EPS will require a purchase order, letter of commitment or written notice to proceed prior to the start of this project.
10. EPS reserves the right to bill for any project delays (especially if EPS is forced to remain on-site until testing is ready to be performed & updated settings/drawings provided) caused by pre-start delays and/or on-going project delays/deficiencies. This proposal is based on a set amount of mobilizations/demobilizations as stated per the items listed above and if additional site visits are required for any reason before or after the agreed upon project completion deadline; additional T&M charges will be incurred per EPS' rate sheet. The following will be billed in accordance with EPS' rate sheet:
    a) Retest or repair of any faulty equipment.
    b) Significant on-site project delays including but not limited to acquiring accurate relay settings or drawings, equipment deliveries, installation, weather delays, equipment problems or stand-by time.
    c) Testing scope of work deficiencies or troubleshooting.
    d) Optional work or expenses in addition to or outside of the scope of work, as indicated in this proposal.
11. Price assumes days for equipment testing with mobilization(s). Any additional mobilizations, or additional trips requested by the customer will incur additional mobilization charges.

12. Any additional materials furnished by EPS outside of the described scope of work will require prior approval by the customer before ordering and are subject to cost plus, taxes, and freight charges.
13. Any equipment rented, such as man-lifts, generators, load banks, etc., will be subject to an upcharge plus delivery or shipping.
14. This price is for testing each item listed in the scope of work once. Any retesting of defective equipment or replaced equipment will be considered out of scope work, and will require a change order.
15. No equipment will be energized prior to testing, EPS must be notified by the client prior to energizing any switchgear.
16. All tested equipment will have a calibration sticker applied with the calibration date document (if applicable).

ELECTRIC POWER SYSTEMS INTERNATIONAL, INC.
TERMS AND CONDITIONS OF SALES AND SERVICE

1. Terms and Conditions of Sale

a. ELECTRIC POWER SYSTEMS INTERNATIONAL, INC. (the "Company") pursuant to the other documents (the "Purchase Order") attached hereto and incorporated herein has agreed to provide the services set forth in the Purchase Order to ALTERMAN ELECTRIC INC (the "Purchaser").

b. The Terms and Conditions contained herein shall not be modified by oral, parol, or other extrinsic evidence, but may only be modified or supplemented by a written document duly executed and accepted by Company. The Terms and Conditions contained herein supersede any prior or contemporaneous agreements or correspondence between the parties. In the event of any conflict between the Terms and Conditions set forth herein and the Purchase Order, then in that event, the Purchase Order shall control.

2. Terms of Payment

a. Unless stated otherwise in Company's Purchase Order, the full invoice amount is due and payable within thirty (30) days of invoice date.

b. All invoices submitted by the Company to Purchaser shall be paid as set forth above. In the event invoices are not paid in accordance with such terms of payment, interest shall be charged on each invoice at one and one half (1-1/2%) percent per month on the unpaid balance (or at the maximum legal rate permitted), computed from the date payment is due (as set forth in 2.a. above) until the date paid.

c. In the event that the Company incurs legal expense(s) in enforcing its rights to receive timely payment of all invoices, Purchaser agrees to pay all reasonable attorney's fees, court costs, and other expenses incurred by the Company.

d. Any check or remittance received from or for the account of the Purchaser may be accepted and applied by Company against any indebtedness or obligation owing by Purchaser as shown by the books and records of Company without prejudice to or the discharge of the remainder of any such indebtedness or obligation regardless of any condition, statement, or notation appearing on, referring to or accompanying such check or remittance.

3. Payment

a. If, in the opinion of the Company, financial condition of the Purchaser at the time the parts or equipment is ready for shipment or services are ready for performance is such that the Company does not believe the Purchaser will make timely payment, the Purchaser may be requested before shipment or before performance of services, to arrange terms of payment reasonably satisfactory to the Company.

b. In the event of the insolvency, bankruptcy or default of the Purchaser, the Company shall be entitled to cancel any outstanding Purchase Order(s), to receive reimbursement for its reasonable and proper cancellation charges, and to retain possession of parts or equipment repaired or serviced under the Purchase Order until the charges are paid. If the charges are not paid within ninety (90) days of completion of the work and invoicing the Purchaser, Company, at its option, shall be entitled to sell the parts or equipment at a public or private sale upon the giving of written notice to the Purchaser at least five (5) days prior to such sale.

4. Quotations

a. Unless otherwise stated, Quotations are void unless accepted within ninety (90) days from the date thereof. During said period and prior to acceptance, all Quotations are subject to change upon notice. All Orders made thereon are not binding until and unless accepted in writing by the Company. Shipping dates are approximate and are based upon prompt in writing receipt of all necessary information and with approved drawings whenever required. Stenographic and clerical errors are subject to correction.

5. Price Policy

Prices are subject to change without notice. Applicable price adjustment clause(s) will be stated at the time of quotation and will be included as part of the quotation.

6. Delivery - Risk of Loss

All transportation costs shall be for the account of the Purchaser and shall be added to the invoice. The parts or equipment sent to the Company for repair shall be delivered by Purchaser F.O.B. the Company's Service Center. Repaired parts or equipment and other parts or equipment furnished by the Company shall be delivered to the Purchaser F.O.B. the Company's Service Center. Risk of loss of or damage to any parts or equipment furnished by the Company under the contract shall pass to the Purchaser F.O.B. the Company's Service Center. Title to any parts or equipment finished by the Company under the contract shall pass to Purchaser upon payment in full. Risk of loss or damage to the Purchaser's parts or equipment shall be with the Purchaser at all times.

7. Shipping Dates

Shipping and/or completion dates are approximate and are based on prompt receipt of all necessary information and approvals from the Purchaser. Unless the Purchaser stipulates on its Purchase Order that an earlier shipment is not permissible, the Company reserves the right to ship prior to the contract shipping date.

8. Force Majeure

a. The Company shall not be liable for failure to perform or for delay in performance due to fire, flood, strike labor issue(s), act of God, act of any governmental authority or of the Purchaser, embargo, fuel or energy shortage, car shortage, faulty castings or forgings, wrecks or delay in transportation, inability to obtain necessary labor, materials or manufacturing facilities from usual sources, unanticipated, hidden or concealed site conditions, or due to any cause beyond its reasonable control.

b. In the event of delay in performance due to any such cause, the date of delivery or time for completion will be extended by a period of time reasonably necessary to overcome the effect of such delay. The Company reserves the right to amend the purchase price as a result of increased costs from such delay.

9. Penalty Clauses

Under no circumstances shall the Company be liable or responsible for any penalty or liquidated damages of any kind, written or implied, nor shall Company be liable for any liabilities arising directly or indirectly out of such clauses, unless such penalty or liquidated damage provision has been accepted and approved by Company in writing by a duly authorized designated officer of the Company.

10. Warranty

a. The Company expressly warrants, subject to the terms, conditions, and limitations contained herein that: (a) any replacement or other parts furnished by it, or any work done by it on the Purchaser's equipment shall be free of defects in workmanship and materials, (b) any specialized tools, equipment and instruments for the use of which a charge is made to the Purchaser shall be adequate for the work to be performed, and (c) the services performed by it will be competent.

b. The Company shall, upon prompt written notice from the Purchaser, correct any failure to conform to any of the applicable foregoing warranties which is first manifested within a period of one (1) year after completion of the work, or shipment of the part. Such correction may, in the case of item (a) above, and at the election of the Company, be limited to the repair or replacement F.O.B. the Company's Service Center, of the defective part or parts furnished by it. In the case of any other breach of the foregoing warranty, the Company shall furnish its services or specialized tools, equipment and instruments, to the same extent as provided on the original work. It is understood and agreed that, unless otherwise agreed to in writing by the Company, the Company assumes no responsibility with respect to the suitability of the Purchaser's equipment or with respect to any latent defects in the same. In no event shall the Company be responsible for providing working access to the defect (which working access shall be the sole responsibility of the Purchaser), including the removal, disassembly, replacement or reinstallation of any equipment, materials or structures to the extent necessary to permit the Company to perform its warranty obligations, or transportation costs to and from the Company factory or repair facility, or for damage to equipment components or parts, resulting in whole or in part from improper maintenance or operation, or from their deteriorated condition. The condition of any tests shall be mutually agreed upon and the Company shall be notified of, and may be present at all tests that may be made.

c. The above warranty term does not apply to products which have a useful life, under normal use, inherently shorter than the one (1) year period indicated above in which instance the warranty shall extend only to that period of its useful life. The Company's sole responsibility with respect to products manufactured by the supplier is to extend to Purchaser the same warranty it receives from the supplier.

d. The Company warrants that any engineering studies performed by it will conform to good professional standards then existing at the time of performance. Any portion of the study which does not so conform shall be corrected by the Company upon notification in writing by the Purchaser within six (6) months after completion of the study.

e. All warranty work shall be performed on a single shift straight time basis, Monday through Friday. In the event that the product requires correction of warranty items on an overtime schedule, the premium portion of such overtime shall be for the Purchaser's account.

f. These warranties shall not apply to any work which (i) has been improperly repaired or altered (other than by Company); (ii) has been subjected to misuse, negligence or accident; (iii) has been installed, commissioned and used in a manner contrary to Company's instructions; (iv) is comprised of materials provided or design stipulated by Purchaser; (v) is used equipment; (vi) has been damaged by or subjected to abrasion, corrosion, or chemicals and gasses due to the physical environment or other conditions exceeding those specified, including without limitation temperature or dirt.

g. EXCEPT AS EXPRESSLY SET FORTH HEREIN, COMPANY MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, IN CONNECTION WITH THIS PURCHASE ORDER AND THE TRANSACTIONS CONTEMPLATED HEREBY. THE FOREGOING EXPRESS WARRANTIES ARE THE SOLE AND EXCLUSIVE WARRANTIES, AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ALL WARRANTIES AND MERCHANTABILITY OF FITNESS FOR A PARTICULAR PURPOSE AND ALL WARRANTIES ARISING FROM ANY COURSE OF DEALING OR USAGE OR TRADE ARE EXPRESSLY DISCLAIMED HEREIN, WITH THE EXCEPTION SOLELY OF THE WARRANTY OF TITLE AND WARRANTY AGAINST PATENT INFRINGEMENT.

11. Limitation of Liability

a. THE COMPANY AND ITS CONTRACTORS. SUBCONTRACTORS, SUPPLIERS, AND OTHER AGENTS SHALL, UNDER NO CIRCUMSTANCES OR EVENT, BELIABLE TO PURCHASER IN EITHER CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES OR FOR LOSS OF PROFITS OR REVENUE, OR LOSS OF USE OF EQUIPMENT OR POWER SYSTEM ARISING DIRECTLY OR INDIRECTLY OUT OF THE WORK OR SERVICES PERFORMED BY THE COMPANY OR THE PARTS AND EQUIPMENT UTILIZED OR PROVIDED HEREIN. THE LIMITATION OF LIABILITY SET FORTH HEREIN SHALL ALSO APPLY TO ALL CLAIMS OF CUSTOMERS OF PURCHASER AND ANY DAMAGES SUSTAINED BY SUCH CUSTOMERS.

b. THE LIMITATION OF LIABILITY CONTAINED IN SUBPARAGRAPH a. ABOVE, BY WAY OF ILLUSTRATION, AND NOT BY WAY OF LIMITATION SHALL PERTAIN TO ANY AND ALL LIABILITY ARISING DIRECTLY OR INDIRECTLY OUT OF THE PERFORMANCE OR BREACH THEREOF OF ANY PURCHASE ORDER BY THE COMPANY, AND FROM ANY LIABILITY ASSOCIATED WITH THE MANUFACTURE, SALE, DELIVERY, INSTALLATION, SUPERVISION, DIRECTION, MAINTENANCE, REPAIR, OR USE OF ANY EQUIPMENT COVERED OR FURNISHED UNDER THE PURCHASE ORDER WHETHER SUCH DAMAGES ARISE IN contract, warranty, in tort (including negligence or otherwise).

c. THE TOTAL AMOUNT OF ANY AND ALL CUMULATIVE RECOVERY AGAINST THE COMPANY AND ITS CONTRACTORS, SUPPLIERS,

SUBCONTRACTORS, AND OTHER AGENTS SHALL NOT UNDER ANY CIRCUMSTANCES WHATSOEVER EXCEED THE LESSER OF THE AMOUNT OF THE PURCHASE ORDER, INCLUDING ANY AND ALL CHANGES THERETO, OR THE AMOUNT OF TWO HUNDRED FIFTY THOUSAND DOLLARS ($250,000).

12. Insurance

During the performance of the Work, the Company shall obtain and maintain the following insurance:

a. Workman's Compensation Insurance and Employer's Liability Insurance as required by law;

b. Comprehensive General Liability Insurance with a limit of $1,000,000 each occurrence/aggregate for bodily injuries and with a limit of $1,000,000 each accident/aggregate for property damage.

c. Automobile Liability Insurance with a combined limit of $1,000,000 bodily injury and property damage.

If Purchaser so requests, the Company shall furnish Purchaser with certificates evidencing the foregoing coverage.

13. Nuclear Insurance – Indemnity

With respect to nuclear projects, the Purchaser or the owner of the facility shall have complete and proper insurance protection against liability and property damage which may result from a nuclear incident, and shall agree to indemnify the Company, its suppliers, employees, contractors, and subcontractors of and from any and all claims, actions, causes of actions, or lawsuits resulting from a nuclear incident.

14. Returns

No equipment, product, parts, or supplies may be returned without first securing the prior written approval and terms for return from the Company. The return of all of the aforesaid items shall not be permitted without a properly executed returned goods authority form accepted by the Company. All of such items returned which do not provide instructions strictly in accordance with the Company's authority or without charges prepaid will not be accepted. The Company reserves the right to refuse any of such items for credit. All materials returned and accepted will be subject to a minimum twenty percent (20%) restocking charge.

15. Termination

After acceptance by the Company, a Purchase Order shall not be terminated, in whole or in part, by the Purchaser except by agreement in writing from the Company and any such agreement will be contingent upon payment of reasonable charges based upon expenses already incurred and commitments made by the Company plus a charge of ten (10%) percent of the contract price to compensate for indirect costs resulting from the termination.

16. Patents

Subject to those limitations set forth herein and more specifically paragraphs 10 and 11, the Company will, at its own expense, defend any suit which may be brought against the Purchaser based on a claim that any equipment, materials, or services furnished by the Company under contract constitutes an infringement of any United States letters patent (provided the Company is notified promptly of such suit and copies of all papers therein are delivered to the Company), and the Company agrees to pay all judgments and costs recovered in any such suit and to reimburse the Purchaser for costs or expenses incurred in the defense of any such claim or suit. In case said apparatus or any part is held to constitute infringement and the use of the equipment, materials, or services is enjoined, the Company shall, at its own expense, either procure for the Purchaser the right to continue using the apparatus or part or replace with non-infringing equipment, materials, or services or modify it so it becomes non-infringing, or remove the equipment, materials, or services and refund the purchase price and the transportation and installation cost thereof. The indemnity obligations of this Section shall not apply to (i) equipment or programming specified by the Purchaser, (ii) modification made to equipment by the Purchaser or at its request, or (iii) use of equipment in combination with other equipment not supplied or approved by the Company hereunder. The foregoing states the entire liability of the Company for patent infringement by the equipment, materials, or services or any part thereof.

17. Taxes

Prices quoted are exclusive of any present or future federal, state or local sales, use or excise taxes. In states where such sales, use or excise taxes apply, they will be added to the invoice as a separate item unless the Purchaser has furnished an acceptable tax exemption certification from such tax prior to shipment.

18. Scrap Materials

All scrap materials become the property of the Company.

19. Containers

An extra charge will be made for returnable containers and special shipping devices. A refund will be made only if the containers are returned in good condition to the factory or other point designated by the Company within ninety (90) days from the date of original shipment charges prepaid.

20. Site Exclusions

The Company shall not be liable or responsible in any way for any liability arising from any unanticipated, hidden or concealed site conditions of Purchaser's site or for injury to person(s) or property which is caused by such condition.

21. Confidential Information

All financial, statistical, operating and personnel materials and information, including, but not limited to, manuals, designs, drawings and specifications, and computer software programs and related documentation relative to or utilized in the Company's business or in the business of any affiliate or subsidiary of the Company is acknowledged by the Purchaser to be the valuable and confidential property of the Company. The Purchaser shall keep and maintain the confidentiality of such information and shall instruct its agents, employees, contractors, and subcontractors of the requirement that such information remain confidential. The Purchaser shall not disclose, photocopy, or otherwise duplicate any such materials without the prior written consent of the Company. Any unauthorized use of such materials or information by the Purchaser shall not affect the Company's ownership rights or the confidential status of such information.

22. Non-Solicitation

Purchaser agrees that it will not directly or indirectly engage, employ, solicit, or contact with a view toward the engagement or employment any person who is employed by or who acts as an independent contractor on behalf of the Company during the timeframe during services are rendered to Purchaser, and for a period of one (1) year after the completion of the project. In the event of any threatened breach of this non-solicitation provision, Company shall be entitled to injunctive relief by way of an Order to Show Cause, Temporary Restraining Order, Temporary Injunction, and Permanent Injunction without the necessity of posting bond.

23. Default/Breach

In addition to all other remedies available to Company, the Purchaser shall be liable and responsible to Company for any and all reasonable attorney's fees, costs, and expenses incurred with respect to enforcing the provisions of the terms and conditions of this Agreement including, but not limited to, all payment obligations required hereunder in the event of any default or breach of any terms and conditions contained herein by Purchaser.

24. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the state of Missouri.

25. Forum Selection Provision

[The Company and Purchaser and all persons claiming any rights or privileges hereunder agree that the Circuit Court of St. Louis County, Missouri or the United States District Court for the Eastern District of Missouri shall be the sole and exclusive forum for the commencement and prosecution of any lawsuit. The Company and Purchase agree to waive any and all objections they have to such forum and to jurisdiction, and agree that this provision is reasonable and affords access to the courts to all parties concerned hereunder. This section may be used by any party as a bar to any action filed in any other jurisdiction or in any other venue.]

26. Customer Responsibilities

Our delivery of the services provided herein at the fees set forth herein are dependent, among other things, upon your involvement in all aspects of the services rendered; your ability to provide accurate and complete information as required; your timely and effective completion of any responsibilities assigned to you; and timely decisions and approval by your management. You will be required to provide adequate work facilities either onsite or offsite, as may be reasonably acceptable to us.

27. Entire Agreement.

The terms and conditions herein, including all documents executed by the parties and pertaining hereto, constitute the entire agreement and understanding between the parties and supersedes any prior understandings, agreements, or representations by or among the parties, whether oral or written.

28. Amendment and Waivers

No changes, deletions, additions, or amendment to the Purchase Order and Terms and Conditions contained herein shall be valid unless in writing duly executed by each of the parties hereto.

29. Severability.

Any term or provisions of the Purchaser Order and the Terms and Conditions contained herein that is invalid or unenforceable in any situation shall not affect the validity or enforceability of the remaining Terms and Conditions contained herein, and said remaining provisions shall continue with full force and effect as if such unenforceable or invalid provision shall not have been inserted in the first instance.

Accepted by: _____

Title: _____

PO #: _____

Date: _____

DALLAS TX (5687)
9400 N Royal Ln
Irving, TX 75063

Quote

WES-081425-359 TYPE C1

Job Name: SHERMAN SOUTH - WWTP ADDS

Quote Date: Aug 14, 2025
Expires: Sep 13, 2025

To: Alterman

From: Adriana Kamat
Ph:
Email: Adriana.Kamat@wescodist.com

QTY	TYPE	MFR	PART NUMBER	EXT. PRICE
2	C1	HOLOPHANE	EMS L48 4000LM IMAFD MD MVOLT GZ10 40K 80CRI DPMB Notes: APPROX 3-4WK LEAD TIME	
1		FREIGHT	FREIGHT	

*****NOTES*****

FREIGHT INCLUDED

GRAND TOTAL **$696.00**

Pricing & Estimated Ship Dates (ESD) and Lead Times provided for all manufacturers are subject to change without notice.

Prices do not include sales tax

BY ACCEPTING THIS QUOTE, YOU AGREE THAT THE WESCO TERMS AND CONDITIONS OF SALE PUBLISHED AT WWW.WESCO.COM/TERMSOFSALE ARE EXPRESSLY INCORPORATED INTO AND SHALL GOVERN THIS TRANSACTION.

WESCO MAY ASSESS STORAGE AND TRANSPORTATION FEES IF YOU DO NOT TAKE OR ACCEPT DELIVERY WITHIN 45 DAYS OF PRODUCT AVAILABILITY. WESCO MAY ALSO UPDATE THIS QUOTE OR PRICING ABOVE DUE TO CHANGES IN DUTIES, FREIGHT, TARIFFS, SUPPLIER PRICING, SURCHARGES, COMMODITY AND METAL ADJUSTMENTS, OR EXCHANGE RATE FLUCTUATIONS.

PRICING IS VALID FOR 24 HOURS. PRICES MAY BE SUBJECT TO METAL ADJUSTMENTS BASED ON PO ISSUANCE AND RELEASE(S).

Adriana Kamat
Wesco Distribution, Inc.

CHANGE ORDER WORKSHEET
Alterman, Inc.

35

PCO 35

DATE : 8/14/2025
JOB #: 635101
PREPARED BY: Joe Lubischer

DESCRIPTION OF WORK PERFORMED:

WCD 40-43

Labor

Position	Unit	Quantity	Labor Cost Unit	Labor Cost Total	Position Total
Project Manager	HR	1.0	$85.00	$85.00	$85.00
Project Engineer	HR	0.0	$55.00	$0.00	$0.00
Journeymen Electrician	HR	8.0	$37.96	$303.68	$303.68
Apprentice	HR	8.0	$26.56	$212.48	$212.48
Laborer	HR		$35.00	$0.00	$0.00
Total Amount of Hours Labor Only		17.0	**Total Labor Cost**		$601.16

Equipment

Item	Unit	Quantity	Equipment Unit	Equipment Total	Item Total
Pickup Truck	HR	0.0	$12.00	$0.00	$0.00
		0.0	$0.00	$0.00	$0.00
Office Trailer	MN	0.0	$500.00	$0.00	$1.00
Sanitary	MN	0.0	$250.00	$0.00	$0.00
Small Rocksaw	HR	0.0	$117.00	$0.00	$0.00
Volvo L110 Front End Loader	HR	0.0	$134.40	$0.00	$0.00
Mini-Excavator	DAY	0.0	$400.00	$0.00	$0.00
Loader-Skid	DAY	0.0	$400.00	$0.00	$0.00
Trench Compactor	DAY	0.0	$326.00	$0.00	$0.00
Sissor Lifts	DAY	0.0	$185.00	$0.00	$0.00
Boom Lift	DAY	0.0	$396.00	$0.00	$0.00
Sky Trak Ext Forklift	HR	0.0	$62.45	$0.00	$0.00
	LS	0.0		$0.00	$0.00
Compressor 185 cfm	HR	0.0	$52.00	$0.00	$0.00
Wacker/Small Compressor/Plug/Generator/Air Mover	HR	0.0	$26.00	$0.00	$0.00
		0.0	**Total Equipment Cost**		$1.00

Materials

Item	Unit	Quantity	Material Unit	Material Total	Item Total
See attached BOM	EA	3	$50.00	$150.00	$150.00
Light Fixtures	EA	2	$0.00	$696.00	$696.00
			Total Material Cost		$846.00

Subcontractors

Company	Description of Work to be Performed (Supporting Information Attached)	Item Total
RLC	PLC connections	$2,000.00
EPS	PMS Terms	$9,700.00
	Total Subcontractor Cost	$11,700.00
	TOTAL	$13,148.16

ALTERMAN COST PROPOSAL PRICING SHEET

DESCRIPTION OF COST PROPOSAL
PCO 35
35

Prepared by: Joe Lubischer
Date: 8/14/2025

Jeremie

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O
Item No.	Description	Units 1-May-25	UM	Labor Unit Cost	Labor Total Cost (C x E)	Material Unit Cost	Material Total Cost (C x G)	Equipment Unit Cost	Equipment Total Cost (C x I)	Subcontract Unit Cost	Subcontract Total Cost (C x K)	Supplemental Work Sheet	Supplemental Total Cost (C x M)	Subtotal
1.00	**LABOR**	1	LS	$ 601.16	$ 601.16							$ -	$ -	$ 601.16
1.10	**DJE PROJECT EXPENDABLES** 3.5% of Labor	1	LS	*Expendable Tools, Consumables, PPE/ Safety Supplies, Masks, Gloves, Hard Hats, Vests* $ 21.04								$ -	$ -	$ 21.04
2.00	**MATERIALS**	1	LS			$ 846.00	$ 846.00					$ -	$ -	$ 846.00
2.10	**MATERIAL WASTE** 3.5% Material	1	LS				$ 29.61					$ -	$ -	$ 29.61
3.00	**EQUIPMENT**	0	LS					$ 1.00	$ -			$ -	$ -	$ -
4.00	**SUBCONTRACTORS**	1	LS							$ 11,700.00	$ 11,700.00	$ -	$ -	$ 11,700.00
6.00	**BURDEN** 43.7% of Labor	1	LS	$ 262.71	$ 262.71							$ -	$ -	$ 262.71
COLUMN SUBTOTALS					$ 884.91		$ 875.61		$ -		$ 11,700.00		$ -	$ 13,460.52
Fee for work by Subcontractor		0.0%									$ -			$ 199.24
Profit		5.0%												$ 673.03
Overhead		10.0%												$ 1,413.35

SUBTOTAL CHANGE ORDER AMOUNT	**$ 15,746.14**
Bond and Insurance 2.0%	**$ 314.92**
GRAND TOTAL CHANGE ORDER AMOUNT	**$ 16,061.06**

Commercial Bid Form Exception Tab			
Number	Section	Exception Notes	Revised Pricing Information
1		CMAR has assumed a 5 month rental period for the temporay pad mounted switchgear. Additional rental time beyond the five months will be captured in a separate PCO.	
2		Shed supply and installation for the temporary switchgear is excluded from this PCO.	
3		Transformer electrical testing is excluded from this PCO.	
4			
5			
6			
7			
8			
9			
10			

PLUMMER

Potential Change Order (PCO) Request

PROJECT NO:1422-005-03

PROJECT: South Wastewater Treatment Plant - MBR
OWNER: City of Sherman
CONTRACTOR: Kiewit Construction South
ENGINEER: Plummer Associates, Inc.
PCO NO.: 079

DESCRIPTION: **Eliminate Seed at North Plant**

NOTIFICATION BY CONTRACTOR

The Contractor proposes to make the additions, modifications, or deletions to the Work described in the Contract Documents, as shown in Attachment "A" and requests that you take the following action:

- ☐ Notify us that you concur that this change does not require a change in Contract time or amount and issue a Field Order.
- ☒ Issue a Change Order for performing the described change. Change in Contract amount is indicated in the attached detailed cost breakdown of labor, materials, equipment and all other costs associated with this change. Impacts on Contract Time are shown in the attached revised schedule.
- ☐ Authorize the Contractor to proceed with the described change. Payment will be requested at the unit price bid.
- ☐ Authorize the Contractor to proceed with the change under the time and materials provisions of the Contract.
- ☐ Authorize this change utilizing Approval of Contingency Fund.

By: Kory Kyllo Date: 5/22/2025

ENGINEER'S RESPONSE

We respond to your request as follows: Recommended total Credit of PCO 079 is ($15,839.65)

- ☐ We concur that this is a no cost or time change. See attached/forthcoming Field Order No. / comments.
- ☐ Your proposal is recommended to the Owner with funding authorized by use of project Contingency Fund.
- ☒ Your proposal is recommended to the Owner. See attached/forthcoming proposed Change Order.
- ☐ Proceed with the change at the unit price bid.
- ☐ Proceed with the change under the time and materials provisions of the Contract.
- ☐ Additional information is required to evaluate this request. Provide information as described in the attached comments and resubmit.
- ☐ Potential Change Order Request is not accepted.

Construction Manager: _____ Date: 7/9/25

Engineer: _____ Date: 7-15-2025

Program Manager: _____ Date: 7/22/25

Owner: _____ Date: 7/22/2025

PAPE-DAWSON ENGINEERS

Project: COSK South Wastewater Treatment Plant - MBR Project

Owner: City of Sherman

Subject: Potential Change Order Review Memorandum

PCO079 – Eliminate Seed at North Plant

Date: 6/19/25

This Potential Change Order (PCO) is provided in response to WCD0041. WCD0041 was issued on 5/8/2025 in order to eliminate the seeding of an area that is intended to be used as a staging area by another contractor for a separate City project. The area was originally part of a solids handling sand filter system that was removed by this project and re-graded. PCO0079 provides a credit for the elimination of the seed and temporary irrigation to establish the seed.

Below is a summary table of the history of this Potential Change Order (PCO) showing all submittals and total cost. Written comments and responses that were made on the PCO are included at the end of the PCO documentation.

ID Number	Source (WCD, RFI, PCM)	Title	Submitted Date	Response Date	Total Cost or (Credit)
PCO 079	WCD 041	Eliminate Seed at North Plant	5/22/2025	6/19/2025	($15,839.65)

Reviews were provided by Plummer and Pape Dawson. It is the opinion of the combined project team that the credit provided in the final revision is an accurate cost for the work not needed and approval is recommended.

POTENTIAL CHANGE ORDER

Kiewit

Date: 05/22/2025	Potential Change Order #: PCO-0079	Revision #: 0
To: City of Sherman (COS) 220 W. Mulberry Street Sherman, TX 75090	Contract #: 1513-U Construction Manager at Risk (CMAR)	Project: South WWTP - MBR

Drawing, Specification, Equipment Number or Other Reference: COSK-PSE-WCD0041 Eliminate Seed at North Plant

Description of the Proposed Change Order Work: WCD-041 Eliminate Seed at North Plant

CMAR received WCD-041 Eliminate Seed at North Plant on May 8th, 2025. CMAR is providing this PCO in accordance with General Conditions 1.01 A. 51., 10.01 A. and B., and 10.03 A. This PCO is also submitted in accordance with General Conditions 12.01.B.2 and the value of the Work will be determined by a mutually agreed lump sum. This mutually agreed lump sum is only applicable to this specific PCO-0079.

WCD-041 consists of eliminating hydroseed at the area around and to the north of the Effluent Filters structure. The area is approximately 90,770 SF.

There is no current schedule impact from the additional scope identified in this PCO.

Kiewit Water Facilities South Co.'s proposal for this package represents ($15,839.65).

This estimate is based on a 6-day workweek, 10 hours per day.

Kiewit has marked pages in this document “confidential” as they contain proprietary rates and other information that are trade secrets in reference to Texas Government Code 552.110.

This quote is valid for 30 days from date of submission in accordance with General Conditions 10.05 C. CMAR reserves the right to update the cost if those 30 days are exceeded.

Construction				**Estimated Effect on Contract Price**
Lump Sum ($)				Change Impact ($)
($15,839.65)				**($15,839.65)**

Detailed components of above categories must accompany this estimate (discipline, craft, commodity of material, etc.)

Estimated Effect on Project Schedule (calendar days)		**Estimated Effect on Contract Terms**
Substantial Completion	N/A	N/A
Final Completion	N/A	N/A

Recommended by: Kiewit Water Facilities South Co.

Project Manager: _____ 5/22/2025

Contractor Date

Basis of Estimate: Work Change Directive 41 Eliminate Seed at North Plant

Summary

1. **A – Direct Cost (Labor)**	Sub-Total	$0.00
2. **B – Direct Cost (Supervision)**	Sub-Total	$0.00
3. **C – Direct Cost (PM, Supplies, Equipment, Subs)**	Sub-Total	($13,134.42)
4. **D – Indirect Cost**	Sub-Total	$0.00
5. **E – Est. B&I / COMM (1.50%)**	Sub-Total	($197.02)
6. **F – G&A (9.622%)**	Sub-Total	($1,282.75)
7. **G – Fee (8.50%)**	Sub-Total	($1,225.46)
	Grand Total	**($15,839.65)**

Initiator

Plummer: issuance of Work Change Directive 41.

Merit

Issuance of Work Change Directive 41 by the Engineer.

Summary

CMAR received WCD-041 Eliminate Seed at North Plant on May 8th, 2025. The direction in the WCD is to eliminate the seeding at the area around and to the north of the Effluent Filters at the North Plant. It is approximately 90,770 SF of hydroseed being eliminated from the scope. An image of the removed scope is below:

KIEWIT WATER FACILITIES SOUTH CO.
2050 Roanoke Rd, Westlake, TX 76262

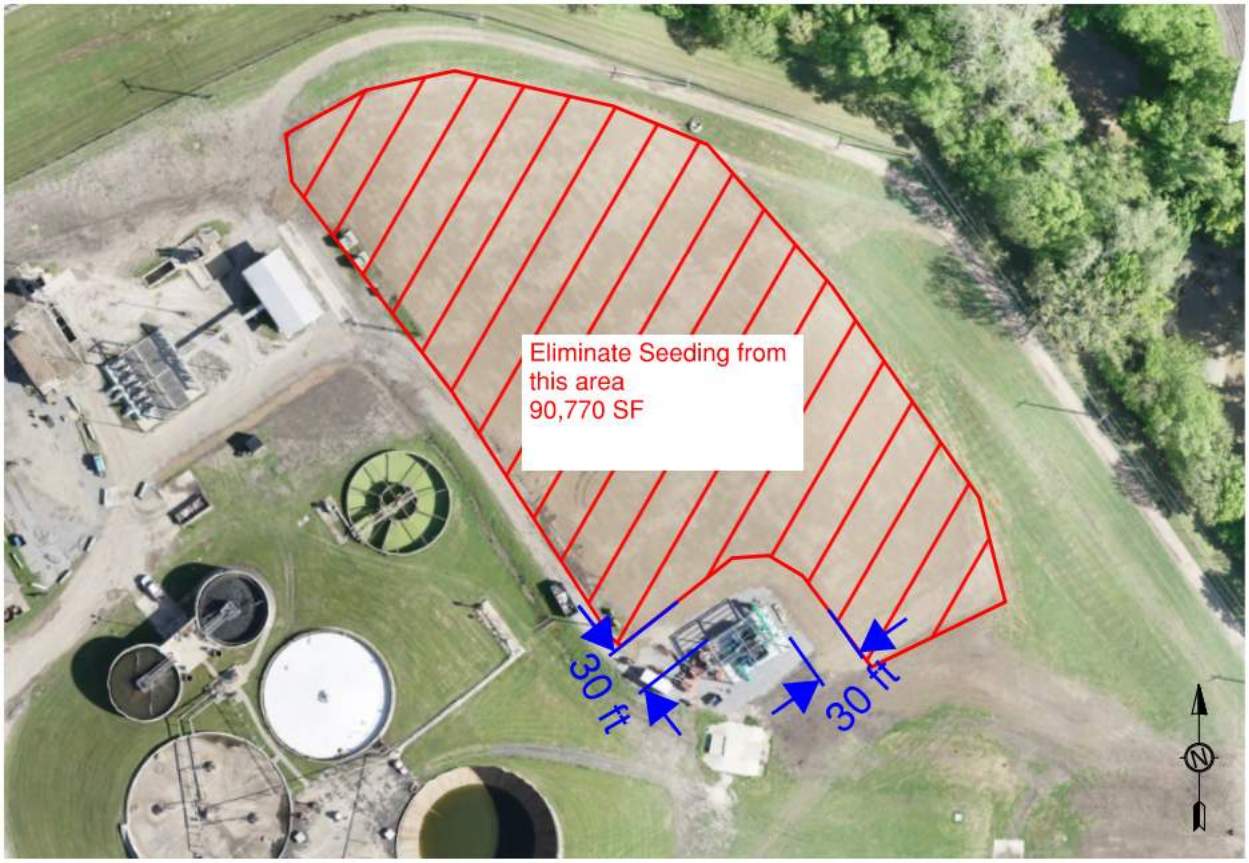


Image provided with WCD-041 showing extent of eliminated seeding.

The hydroseed scope was priced by Cooper Site Services in PCO-067 R1 Final Site Finishes Drawings and Specifications Rev. 1, which was based on WCD-009 R3 Site Finishes. The unit rate of hydroseed application and temp irrigation from the pricing in PCO-067 R1 will be used to analyze the credit for this PCO. Cooper Site Services pricing from PCO-067 R1 is included for reference in this PCO.

See attachments for a breakdown.

1. **A - Direct Cost (Labor)**

Total	$0.00

2. **B - Direct Cost (Supervision)**

Total	$00.00

3. **C - Direct Cost (PM, Supplies, Equipment, Subs)**

KIEWIT WATER FACILITIES SOUTH CO.
2050 Roanoke Rd, Westlake, TX 76262

Total	($13,134.42)

The following is captured under C - Direct Cost (PM, Supplies, Equipment, Subs): Cooper Site Services Proposal from PCO-067.

See attachments for a breakdown.

4. **D - Indirect Cost**

Total	$0.00

5. **E - Est. B&I / COMM (1.50%)**

Total	($197.02)

Est. Bond and Insurance / Commercial required for PCO 79.

6. **F - G&A (9.622%)**

Total	($1,282.75)

General and Administrative expenses required for PCO 79.

7. **G - Fee (8.50%)**

Total	($1,225.46)

Attachments

1. COSK-PSE-WCD0041 Eliminate See at North Plant
2. PCO 0079 Cost Breakdown Structure
3. PCO 0079 Resource Rate Register
4. Cooper Site Services - Hydroseed Proposal from PCO-067 R1

KIEWIT WATER FACILITIES SOUTH CO.
2050 Roanoke Rd, Westlake, TX 76262

Project:	South Wastewater Treatment Plant - MBR	**Project Number:**	
Owner:	Greater Texoma Utility Authority/City of Sherman	1513-U	
Contractor:	Kiewit Water Facilities South Co.	105718	
Engineer:	Plummer Associates	1422-005-02	

Work Change Directive No.: 41 **Description:** Eliminate Seeding on portions of North Plant

Specification: N/A

Drawing No.: N/A **Detail Description:** Eliminate Seeding on portions of North Plant

Make the following additions, modifications, or deletions to the Work described in the Contract Documents:

Eliminate Seeding of area shown on attached figure. The area is approximately 90,770 SF.

Purpose of Work Change Directive:

The City's Electrical Loop Project contractor will mobilize soon and use this area for construction. The City will have that contract re-seed the area after construction of the loop project. There is no need to seed the area twice.

The Owner directs the Contractor to proceed with Work described in this Work Change Directive. Compensation for this Work will be determined using the methods described below. Costs for the Work Change Directive may not exceed the total authorized compensation shown for this Work Change Directive shown below without authorization of the Owner by other Work Change Directives or by Change Order. Contractor is to submit a Change Proposal when impacts on Contract Price and Contract Times can be determined. A Change Order or Contract Amendment is to be issued to incorporate changes in Contract Price and / or Contract Times.

Basis of Compensation:

☐ Unit Prices ☒ Lump Sum calculated using Cost of Work provisions in General Conditions Paragraph 12.01

☐ Time and Materials using Cost of Work provisions in General Conditions Paragraph 12.01

☐ Allowance based on provisions in General Conditions Paragraph 11.02.

Required Documentation:

☒ Detailed cost breakdown attached showing labor, materials, equipment and all other costs for this change

☒ Schedule attached to show impacts and justification for requested change in Contract Times if applicable

Compensation for this Work Change Directive may not exceed: $ N/A

Project:	South Wastewater Treatment Plant - MBR	**Project Number:**	
Owner:	Greater Texoma Utility Authority/City of Sherman	1513-U	
Contractor:	Kiewit Water Facilities South Co.	105718	
Engineer:	Plummer Associates	1422-005-02	

Recommended by: Design Engineer

Name: [signature] Date: 5-7-2025

Recommended by: Project Construction Manager

Name: [signature] Date: 5/7/25

Approved by: Kiewit Water Facilities South Co.

Name: Date:

Approved by: Program Manager

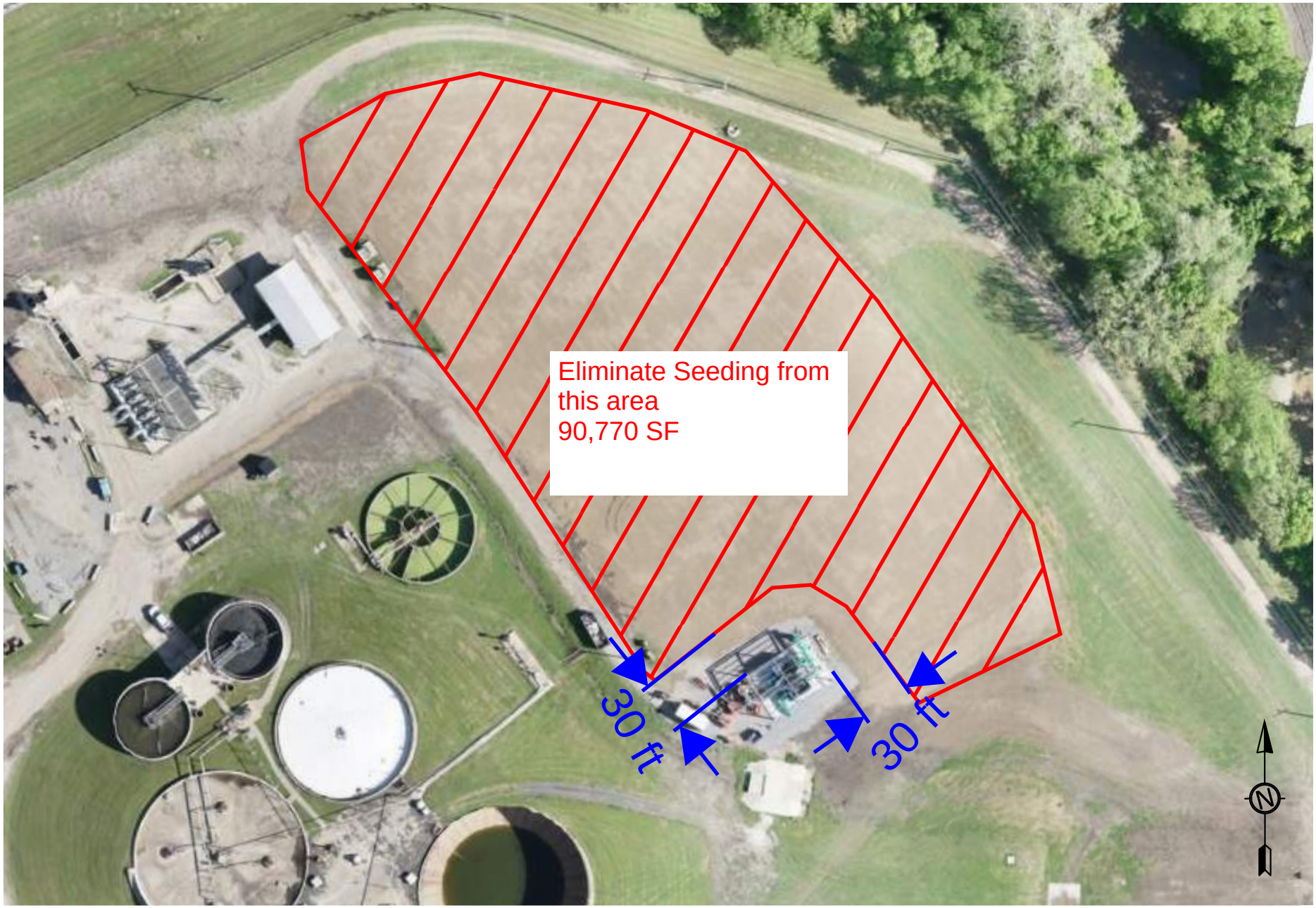
Name: [signature] Date: 5/7/25

Approved by: Greater Texoma Utility Authority

Name: [signature] Date: 5/8/2025

Approved by: City of Sherman

Name: [signature] P.E. Date: 5/8/2025


Eliminate Seeding from
this area
90,770 SF
30 ft
30 ft
N

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Cost Breakdown Structure (CBS) Register

KIEWIT CORPORATION

20053365-136123-01P - Sherman PCO Backup--Sherman WWTP Construction

CBS Position Code	Description	Quantity	Unit of Measure (Uom)	Manhours (MH)	Man Count	Equipment Count	Production (UOM/MH)	Production (UOM/Crew Hr)	Unit Cost	Total Cost	Labor Cost	Construction Equipment Cost	Materials Cost	Supplies Cost	Subcontract Cost
4.1.6	PCO #0079 - WCD-041 Eliminate Hydroseed at North Plant	1.00	Each	0.00	0.00	0.00	0.00	0.00	($15,839.65)	($15,839.65)	$0.00	$0.00	$0.00	$0.00	($13,134.42)
4.1.6.1	A - Direct Cost (Labor)	1.00	Each	0.00	0.00	0.00	0.00	0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
4.1.6.2	B - Direct Cost (Supervision)	1.00	Each	0.00	0.00	0.00	0.00	0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
4.1.6.3	C - Direct Cost (PM, Supplies, Equipment, Subs)	1.00	Each	0.00	0.00	0.00	0.00	0.00	($13,134.42)	($13,134.42)	$0.00	$0.00	$0.00	$0.00	($13,134.42)
4.1.6.3.1	Cooper Site Services Hydroseed Credit	1.00	Each	0.00	0.00	0.00	0.00	0.00	($13,134.42)	($13,134.42)	$0.00	$0.00	$0.00	$0.00	($13,134.42)
4.1.6.4	D- Indirect Cost	1.00	Each	0.00	0.00	0.00	0.00	0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
4.1.6.5	E - Est. B&I/COMM (1.50%)	1.00	Each	0.00	0.00	0.00	0.00	0.00	($197.02)	($197.02)	$0.00	$0.00	$0.00	$0.00	$0.00
4.1.6.6	F - G&A (9.622%)	1.00	Each	0.00	0.00	0.00	0.00	0.00	($1,282.75)	($1,282.75)	$0.00	$0.00	$0.00	$0.00	$0.00
4.1.6.7	G - Fee (8.50%)	1.00	Each	0.00	0.00	0.00	0.00	0.00	($1,225.46)	($1,225.46)	$0.00	$0.00	$0.00	$0.00	$0.00

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PCO-0079				
A	DIRECTS - Labor			
		LABOR	$	-
B	DIRECTS - Supervision			
		Supervision	$	-
C	DIRECTS - Equip, PM, Supply, Subs			
		Total	$	(13,134.42)
D	Indirect Cost			
		Itemized	$	-
E	Est. Bonds/Insurance			
	(on A, B, C, D)	1.50%	$	(197.02)
F	G&A			
	(on B, C, D, E)	9.622%	$	(1,282.75)
G	Fee			
	(on C, F)	8.50%	$	(1,225.46)
		TOTAL	**$**	**(15,839.65)**

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All Resource Register

KIEWIT CORPORATION
20053365-136123-01P - Sherman PCO Backup--Sherman WWTP Construction

Resource Type	Resource Code	Description	Unit Cost (Scale 1)	Unit Cost (Scale 2)	Unit Cost (Scale 3)	Utilization Count	Unit of Measure	Backup Documentation
Unique Rate	COOPER HYDROSEED WCD-041	COOPER HYDROSEED CREDIT WCD-041	$0.14	$0.00	$0.00	-90,770.00	SF	Cooper Site Services - Hydroseed Proposal from PCO-067 R1

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ESTIMATE

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Cooper Site Services, LLC
PO Box 8228
Ennis, TX 75120

colt@coopersiteservices.com
+1 (214) 500-0491
www.hydroseedingtx.com

COOPER SITE SERVICES
SOWING GOOD

Bill to
Kiewit - City of Sherman
302 Cliff Hestand Rd
Sherman, TX 75090

Ship to
Kiewit - City of Sherman
302 Cliff Hestand Rd
Sherman, TX 75090

Estimate details
Estimate no.: 2023
Estimate date: 02/24/2025

Job Name: Sherman Waste Water Treatment

#	Date	Product or service	Description	Qty	Rate	Amount
1.		**Sales; Hydromulch; HMB-01**	Hydromulch Common Bermuda (Standard Slurry: 1,800 LBS/Acre 100% Wood Fiber Mulch, Common Bermuda @ 65 LBS/Acre, Polyacrylamide @ 15 LBS/Acre, and 28-3-10 Slow Release Fertilizer @ 250 LBS/Acre) - SF	2248882	$0.075	$168,666.15
2.		**Sales; Temporary Irrigation; TI-01**	Automated Temp Irrigation System Installed, Maintained, & Removed after establishment - Acre	51.62	$3,000.00	$154,860.00
3.		**Sales; Temporary Irrigation**	4" Sch 40 Steel Sleeves for Road Crossings with Gravel Ramps by others - Ea	6	$300.00	$1,800.00
4.			Alternate Options: - Microlife Humates Plus Soil Amendment @ 640 LBS/Acre - $657/Acre x 51.62 Acres = $33,914.34 - 3 week Post Seeding Slow Release Fertilizer Application - $255/Acre @ 51.62 Acres = $13,161.10			
5.		**Qualifications**	Notes: - Pricing assumes adequate equipment access - Pricing assumes use of on-site water source for filling hydromulch machine (cost of water is by others) - Temp Irrigation Assumes multiple water source connections with available flow of 60 GPM Minimum - Quote is good for 90 days	1		$0.00

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- No warranty is provided for seeding on unsuitable soils
- No warranty is provided for non irrigated areas

Total **$325,326.15**

Note to customer

Thank you for the opportunity to provide this estimate. Feel free to contact us with any questions.

Sincerely,
Colt Cooper
Cooper Site Services LLC
DBA: Richmond Hydromulch & Seeding
Office: 214-500-0491

Accepted date **Accepted by**

Unit Price Breakdown of Credit for WCD-041

$325,326.15 / 2,248,882 SF = $0.1447 / SF

==> $0.1447 / SF x 90,770 SF = $13,134.42

PLUMMER

Potential Change Order (PCO) Request

PROJECT NO:1422-005-03

PROJECT: South Wastewater Treatment Plant - MBR
OWNER: City of Sherman
CONTRACTOR: Kiewit Construction South
ENGINEER: Plummer Associates, Inc.
PCO NO.: 080

DESCRIPTION: **Additional Fence South of Lab Buildings**

NOTIFICATION BY CONTRACTOR

The Contractor proposes to make the additions, modifications, or deletions to the Work described in the Contract Documents, as shown in Attachment "A" and requests that you take the following action:

- ☐ Notify us that you concur that this change does not require a change in Contract time or amount and issue a Field Order.
- ☒ Issue a Change Order for performing the described change. Change in Contract amount is indicated in the attached detailed cost breakdown of labor, materials, equipment and all other costs associated with this change. Impacts on Contract Time are shown in the attached revised schedule.
- ☐ Authorize the Contractor to proceed with the described change. Payment will be requested at the unit price bid.
- ☐ Authorize the Contractor to proceed with the change under the time and materials provisions of the Contract.
- ☐ Authorize this change utilizing Approval of Contingency Fund.

By: Kory Kyllo Date: 6/23/2025

ENGINEER'S RESPONSE

We respond to your request as follows: **Recommended total Cost of PCO 080 is ($16,401.12)**

- ☐ We concur that this is a no cost or time change. See attached/forthcoming Field Order No. / comments.
- ☐ Your proposal is recommended to the Owner with funding authorized by use of project Contingency Fund.
- ☒ Your proposal is recommended to the Owner. See attached/forthcoming proposed Change Order.
- ☐ Proceed with the change at the unit price bid.
- ☐ Proceed with the change under the time and materials provisions of the Contract.
- ☐ Additional information is required to evaluate this request. Provide information as described in the attached comments and resubmit.
- ☐ Potential Change Order Request is not accepted.

Construction Manager: Brian Beach Date: 8/20/25

Engineer: Date: 8/21/25

Program Manager: Date: 8/21/25

Owner: Thomas D. Smith P.E. Date: 8/21/2025

PAPE-DAWSON ENGINEERS

Project: COSK South Wastewater Treatment Plant - MBR Project

Owner: City of Sherman

Subject: Potential Change Order Review Memorandum

PCO080 – Additional Fence south of Lab Buildings

Date: 8/13/25

This Potential Change Order (PCO) is provided in response to a request from operations staff to extend fencing to tie-in to fencing provided by the WWTP Lab expansion project. PCO0080 provides for all labor, materials, equipment, and supervision of the work needed to extend the fencing provided under Site Finishes work (defined in WCD-009 R3).

Below is a summary table of the history of this Potential Change Order (PCO) showing all submittals and total cost. Written comments and responses that were made on the PCO are included at the end of the PCO documentation.

ID Number	Source (WCD, RFI, PCM)	Title	Submitted Date	Response Date	Total Cost or (Credit)
PCO 080	none - direct owner request	Additional Fence South of Lab Buildings	6/23/2025	8/13/2025	$16,401.12

Reviews were provided by Plummer and Pape Dawson. It is the opinion of the combined project team that the cost provided in the final revision is an accurate cost for the work needed and approval is recommended.

POTENTIAL CHANGE ORDER

Kiewit

Date: 06/17/2025	Potential Change Order #: PCO-0080	Revision #: 0
To: City of Sherman (COS) 220 W. Mulberry Street Sherman, TX 75090	Contract #: 1513-U Construction Manager at Risk (CMAR)	Project: South WWTP - MBR

Drawing, Specification, Equipment Number or Other Reference:

Description of the Proposed Change Order Work: Additional Fence South of Lab Buildings

PCO-0030 Site Finishes Final Rev1 was approved by the City on October 14th, 2024. It included pricing for permanent fencing and gates to be installed around the site per a drawing CMAR included in the PCO. Through recent discussions about the final site finishes, the Owner has requested additional fencing to be installed south of the new lab building on the south side of Post Oak Rd. CMAR is providing this PCO in accordance with General Conditions 1.01 A. 51., 10.01 A. and B., and 10.03 A. This PCO is also submitted in accordance with General Conditions 12.01.B.2 and the value of the Work will be determined by a mutually agreed lump sum. This mutually agreed lump sum is only applicable to this specific PCO-0080.

PCO-0080 consists of the addition of approximately 500 linear feet of barbed wire fence and a pedestrian gate.

There is no current schedule impact from the additional scope identified in this PCO.

Kiewit Water Facilities South Co.'s proposal for this package represents $16,401.12

This estimate is based on a 6-day workweek, 10 hours per day.

Kiewit has marked pages in this document “confidential” as they contain proprietary rates and other information that are trade secrets in reference to Texas Government Code 552.110.

This quote is valid for 30 days from date of submission in accordance with General Conditions 10.05 C. CMAR reserves the right to update the cost if those 30 days are exceeded.

Construction				**Estimated Effect on Contract Price**
Lump Sum ($)				Change Impact ($)
$16,401.12				**$16,401.12**

Detailed components of above categories must accompany this estimate (discipline, craft, commodity of material, etc.)

Estimated Effect on Project Schedule (calendar days)		**Estimated Effect on Contract Terms**
Substantial Completion	N/A	N/A
Final Completion	N/A	N/A

Recommended by: Kiewit Water Facilities South Co.

Project Manager: _____ Contractor

6/23/2025 Date

Basis of Estimate: Additional Fence South of Lab Buildings

Summary

1. **A – Direct Cost (Labor)**	Sub-Total	$0.00
2. **B – Direct Cost (Supervision)**	Sub-Total	$0.00
3. **C – Direct Cost (PM, Supplies, Equipment, Subs)**	Sub-Total	$13,600.00
4. **D – Indirect Cost**	Sub-Total	$0.00
5. **E – Est. B&I / COMM (1.50%)**	Sub-Total	$204.00
6. **F – G&A (9.622%)**	Sub-Total	$1,328.22
7. **G – Fee (8.50%)**	Sub-Total	$1,268.90
	Grand Total	**$16,401.12**

Initiator

City request for additional fence to be installed on the south side of the new lab building south of Post Oak Rd.

Merit

City request for additional fence to be installed on the south side of the new lab building south of Post Oak Rd.

Summary

PCO-0030 Site Finishes Final Rev1 was approved by the City on October 14th, 2024. It included pricing for permanent fencing and gates to be installed around the site per drawing CMAR included in the PCO. The PCO-0030 permanent fence and gate drawing is included below in Image 1. Pricing included in PCO-0030 was based on this drawing.

KIEWIT WATER FACILITIES SOUTH CO.
2050 Roanoke Rd, Westlake, TX 76262

Image 1: PCO-0030 Permanent Fence and Gate Drawing

Through recent discussions about the final site finishes, the Owner has requested additional fencing to be installed south of the lab buildings on the south side of Post Oak Rd. An updated drawing adding the fence extension is shown below in Image 2.

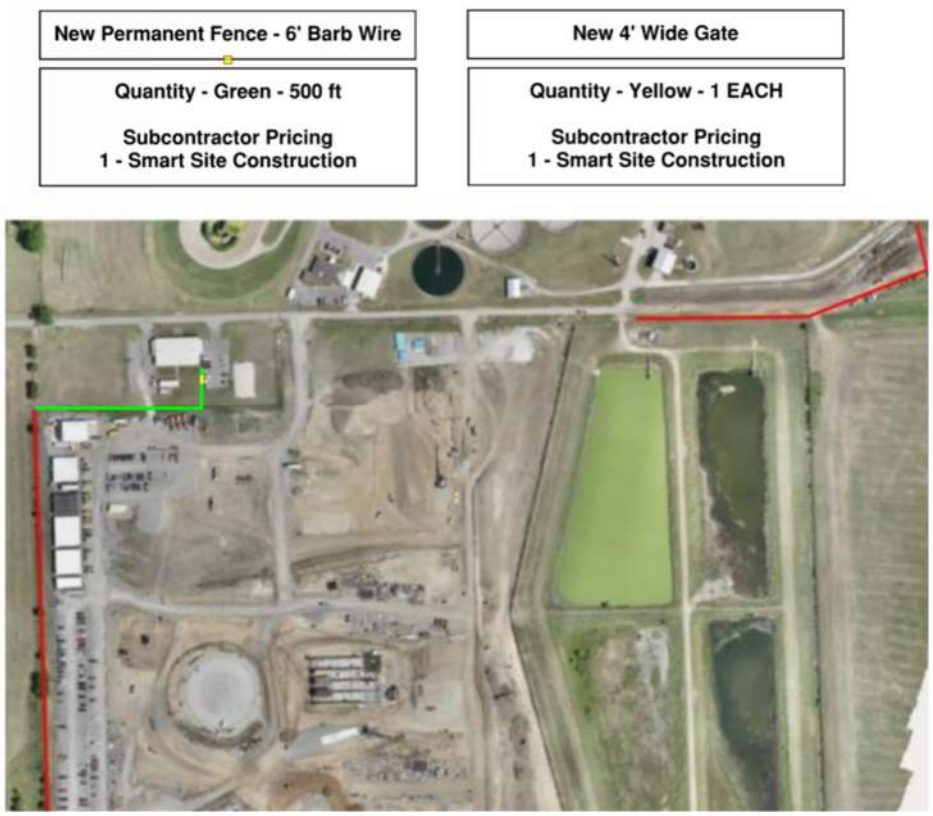

Image 2: Added fence south of lab buildings

See attachments for a breakdown.

1. **A - Direct Cost (Labor)**

Total	$0.00

No direct cost for labor is included in PCO-0080.

2. **B - Direct Cost (Supervision)**

Total	$0.00

There is no B - Direct Cost (Supervision) for PCO-0080.

3. **C - Direct Cost (PM, Supplies, Equipment, Subs)**

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2050 Roanoke Rd, Westlake, TX 76262

Total	$13,600.00

The following is captured under C - Direct Cost (PM, Supplies, Equipment, Subs): Subcontractor cost for installation of additional fencing.

See attachments for a breakdown.

4. **D - Indirect Cost**

Total	$0.00

5. **E - Est. B&I / COMM (1.50%)**

Total	$204.00

Est. Bond and Insurance / Commercial required for PCO 80.

6. **F - G&A (9.622%)**

Total	$1,328.22

General and Administrative expenses required for PCO 80.

7. **G - Fee (8.50%)**

Total	$1,268.90

PCO 0030 is included by reference. The file was removed from PCO 080 by Ron Mick on 9/4/2025.

Attachments

1. COSK-KWT-PCO0030 Site Finishes Final R1
2. PCO 0080 Cost Breakdown Structure
3. PCO 0080 Resource Rate Register
4. Smart Site Construction Estimate 1200

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2050 Roanoke Rd, Westlake, TX 76262

Cost Breakdown Structure (CBS) Register

KIEWIT CORPORATION
20053365-136123-01P - Sherman PCO Backup--Sherman WWTP Construction

CBS Position Code	Description	Quantity	Unit of Measure (UoM)	Manhours (MH)	Man Count	Equipment Count	Production (UOM/MH)	Production (UOM/Crew Hr)	Unit Cost	Total Cost	Labor Cost	Construction Equipment Cost	Materials Cost	Supplies Cost	Subcontract Cost
4.1.7	PCO #0080 - Additional Fence South of Lab Buildings	1.00	Each	0.00	0.00	0.00	0.00	0.00	$16,401.12	$16,401.12	$0.00	$0.00	$0.00	$0.00	$13,600.00
4.1.7.1	A - Direct Cost (Labor)	1.00	Each	0.00	0.00	0.00	0.00	0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
4.1.7.2	B - Direct Cost (Supervision)	1.00	Each	0.00	0.00	0.00	0.00	0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
4.1.7.3	C - Direct Cost (PM, Supplies, Equipment, Subs)	1.00	Each	0.00	0.00	0.00	0.00	0.00	$13,600.00	$13,600.00	$0.00	$0.00	$0.00	$0.00	$13,600.00
4.1.7.3.1	Smart Site Construction - Fence Subcontractor	1.00	Each	0.00	0.00	0.00	0.00	0.00	$13,600.00	$13,600.00	$0.00	$0.00	$0.00	$0.00	$13,600.00
4.1.7.4	D- Indirect Cost	1.00	Each	0.00	0.00	0.00	0.00	0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
4.1.7.5	E - Est. B&I/COMM (1.50%)	1.00	Each	0.00	0.00	0.00	0.00	0.00	$204.00	$204.00	$0.00	$0.00	$0.00	$0.00	$0.00
4.1.7.6	F - G&A (9.622%)	1.00	Each	0.00	0.00	0.00	0.00	0.00	$1,328.22	$1,328.22	$0.00	$0.00	$0.00	$0.00	$0.00
4.1.7.7	G - Fee (8.50%)	1.00	Each	0.00	0.00	0.00	0.00	0.00	$1,268.90	$1,268.90	$0.00	$0.00	$0.00	$0.00	$0.00

PCO-0080				
A	**DIRECTS - Labor**			
		LABOR	$	-
B	**DIRECTS - Supervision**			
		Supervision	$	-
C	**DIRECTS - Equip, PM, Supply, Subs**			
		Total	$	13,600.00
D	**Indirect Cost**			
		Itemized	$	-
E	**Est. Bonds/Insurance**			
	(on A, B, C, D)	1.50%	$	204.00
F	**G&A**			
	(on B, C, D, E)	9.622%	$	1,328.22
G	**Fee**			
	(on C, F)	8.50%	$	1,268.90
		TOTAL	**$**	**16,401.12**

All Resource Register

KIEWIT CORPORATION
20053365-136123-01P - Sherman PCO Backup–Sherman WWTP Construction

Resource Type	Resource Code	Description	Unit Cost (Scale 1)	Unit Cost (Scale 2)	Unit Cost (Scale 3)	Utilization Count	Unit of Measure	Backup Documentation
Unique Rate	SSC PCO080	Smart Site Construction Estimate 1200	$13,600.00	$0.00	$0.00	1.00	Each	Smart Site Construction Estimate 1200

Smart Site Construction LLC

2402 W Morton St Ste 100
Denison, TX 75020
(903) 204-4069
david@smartsiteconstructionllc.com

Estimate

ADDRESS
Chandler Petersen
302 Cliff Hestand Rd
Sherman, tx

ESTIMATE 1200
DATE 06/17/2025

ITEM/SERVICE	DESCRIPTION	QTY	RATE	AMOUNT
Chain Link 6 + 1 with Barbed Wire	Chain Link: 6 +1 high 9 gauge chain link. 2" diamond - 3" full weight terminal posts set in 36" deep 12" wide hole - 1-5/8" full weight top rail - 2-3/8" full weight line posts set on 10' centers in 36" deep, 10" wide holes - galvanized steel bands, tension bars, caps, barbed wire arms, with 3 runs of 9g 4 point barbed wire on top.	500	26.00	13,000.00
4' Galvanized Chain Link Gate	6' tall, 4' wide galvanized steel, 2"x2" mesh. 2-3/8" galvanized steel terminal posts set 3' deep in 120-160lbs of concrete. 1-3/8" gate frame. Turn Buckle and hardware included	1	600.00	600.00

TOTAL **$13,600.00**

Accepted By

Accepted Date

PLUMMER

Potential Change Order (PCO) Request

PROJECT NO:1422-005-03

PROJECT: South Wastewater Treatment Plant - MBR
OWNER: City of Sherman
CONTRACTOR: Kiewit Construction South
ENGINEER: Plummer Associates, Inc.
PCO NO.: 081

DESCRIPTION: **New Routing of Chemical Discharge Lines and Added Drain Lines at the Carbon and Alkalinity Tanks Rev. 1**

NOTIFICATION BY CONTRACTOR

The Contractor proposes to make the additions, modifications, or deletions to the Work described in the Contract Documents, as shown in Attachment "A" and requests that you take the following action:

- ☐ Notify us that you concur that this change does not require a change in Contract time or amount and issue a Field Order.
- ☒ Issue a Change Order for performing the described change. Change in Contract amount is indicated in the attached detailed cost breakdown of labor, materials, equipment and all other costs associated with this change. Impacts on Contract Time are shown in the attached revised schedule.
- ☐ Authorize the Contractor to proceed with the described change. Payment will be requested at the unit price bid.
- ☐ Authorize the Contractor to proceed with the change under the time and materials provisions of the Contract.
- ☐ Authorize this change utilizing Approval of Contingency Fund.

By: Kory Kyllo Date: 8/19/2025

ENGINEER'S RESPONSE

We respond to your request as follows: **Recommended total Value of PCO 081 is $30,423.39**

- ☐ We concur that this is a no cost or time change. See attached/forthcoming Field Order No. / comments.
- ☐ Your proposal is recommended to the Owner with funding authorized by use of project Contingency Fund.
- ☒ Your proposal is recommended to the Owner. See attached/forthcoming proposed Change Order.
- ☐ Proceed with the change at the unit price bid.
- ☐ Proceed with the change under the time and materials provisions of the Contract.
- ☐ Additional information is required to evaluate this request. Provide information as described in the attached comments and resubmit.
- ☐ Potential Change Order Request is not accepted.

Construction Manager: Brian Beach Date: 8/28/25

Engineer: Date: 08/28/25

Program Manager: Date: 8/28/25

Owner: Thom Pruitt P.E. Date: 8/29/2025

PAPE-DAWSON ENGINEERS

Project: COSK South Wastewater Treatment Plant - MBR Project

Owner: City of Sherman

Subject: Potential Change Order Review Memorandum

PCO081 – New Routing of Chemical Discharge Lines and Added Drain Lines at the Carbon and Alkalinity Tanks R1

Date: 8/26/25

This Potential Change Order (PCO) is provided in response to RFI COSK-KWT-DNG-RFI-. The RFI response gives direction for the CMAR to change the routing of chemical feed system piping to provide better access to emergency eye wash stations at the chemical storage facilities as well as to adjust drain line routing. This PCO provides for all labor, materials, equipment, and supervision to make the required changes.

Below is a summary table of the history of this Potential Change Order (PCO) showing all submittals and total cost. Written comments and responses that were made on the PCO are included at the end of the PCO documentation.

ID Number	Source (WCD, RFI, PCM)	Title	Submitted Date	Response Date	Total Cost or (Credit)
PCO 081	COSK-KWT-DNG-RFI-0531	New Routing of Chemical Discharge Lines and Added Drain Lines at the Carbon and Alkalinity Tanks	7/22/2025	8/15/2025	$30,423.39
PCO 081	COSK-KWT-DNG-RFI-0531	New Routing of Chemical Discharge Lines and Added Drain Lines at the Carbon and Alkalinity Tanks **R1**	8/19/2025	8/26/2025	$30,423.39

Reviews were provided by Plummer and Pape Dawson. It is the opinion of the combined project team that the cost provided in the final revision is an accurate cost for the work added and approval is recommended.

POTENTIAL CHANGE ORDER

Kiewit

Date: 08/19/2025	Potential Change Order #: PCO-0081	Revision #: 01
To: City of Sherman (COS) 220 W. Mulberry Street Sherman, TX 75090	Contract #: 1513-U Construction Manager at Risk (CMAR)	Project: South WWTP - MBR

Drawing, Specification, Equipment Number or Other Reference: RFI 531 Chemical Discharge Reroute at Carbon and Alkalinity and Process Mechanical Decision Log Item #27 Calibration Column Drain Line

Description of the Proposed Change Order Work: New Routing of Chemical Discharge Lines and Added Drain Lines at the Carbon and Alkalinity Tanks

CMAR received the response to COSK-KWT-DNG-RFI-0531 on July 7th, 2025 and the response to Process Mechanical Decision Log Item #27 Calibration Column Drain Line. CMAR is providing this PCO in accordance with General Conditions 1.01 A. 51., 10.01 A. and B., and 10.03 A. This PCO is also submitted in accordance with General Conditions 12.01.B.2 and the value of the Work will be determined by a mutually agreed lump sum. This mutually agreed lump sum is only applicable to this specific PCO-0081 R1.

PCO-0081 R1 consists of modifications to the chemical discharge lines at the carbon and alkalinity tank areas to improve accessibility to the eyewash stations in those areas. It also consists of adding drain lines to the calibration columns at both chemical areas. This requires additional materials and labor to make the changes and retest the lines.

There is no current schedule impact from the additional scope identified in this PCO.

Kiewit Water Facilities South Co.'s proposal for this package represents $30,423.39

This estimate is based on a 6-day workweek, 10 hours per day.

Kiewit has marked pages in this document “confidential” as they contain proprietary rates and other information that are trade secrets in reference to Texas Government Code 552.110.

This quote is valid for 30 days from date of submission in accordance with General Conditions 10.05 C. CMAR reserves the right to update the cost if those 30 days are exceeded.

Construction				**Estimated Effect on Contract Price**
Lump Sum ($)				Change Impact ($)
$30,423.39				**$30,423.39**
Detailed components of above categories must accompany this estimate (discipline, craft, commodity of material, etc.)				

Estimated Effect on Project Schedule (calendar days)		**Estimated Effect on Contract Terms**
Substantial Completion	N/A	N/A
Final Completion	N/A	N/A

Recommended by: Kiewit Water Facilities South Co.

Project Manager: _____ 8/19/2025

Contractor Date

Basis of Estimate: New Routing of Chemical Discharge Lines and Added Calibration Column Drain Lines at the Carbon and Alkalinity Tanks

Summary

1. **A – Direct Cost (Labor)**	Sub-Total	$23,600.70
2. **B – Direct Cost (Supervision)**	Sub-Total	$900.00
3. **C – Direct Cost (PM, Supplies, Equipment, Subs)**	Sub-Total	$4,496..70
4. **D – Indirect Cost**	Sub-Total	$0.00
5. **E – Est. B&I / COMM (1.50%)**	Sub-Total	$434.96
6. **F – G&A (9.622%)**	Sub-Total	$561.12
7. **G – Fee (8.50%)**	Sub-Total	$429.91
	Grand Total	**$30,423.39**

Initiator

Plummer responses to COSK-KWT-DNG-RFI-0531 Chemical Discharge Reroute – Carbon and Alkalinity and Process Mechanical Decision Log Item #27 Calibration Column Drain Line.

Merit

Engineer directed CMAR to modify the already-installed chemical discharge lines at the carbon and alkalinity tanks to improve accessibility to the eyewash stations. Engineer then directed CMAR to add additional drain lines on the calibration columns at the carbon and alkalinity tanks.

Summary

CMAR received the response to COSK-KWT-DNG-RFI-0531 Chemical Discharge Reroute – Carbon and Alkalinity on July 7th, 2025. The response directed CMAR to modify the already-installed chemical discharge lines at the carbon and alkalinity tanks to improve accessibility to the eyewash stations. The sketch that was accepted in the approved RFI is shown below for the carbon area. The alkalinity area is similar but has 45-degree bends in lieu of the 90-degree bends proposed.

KIEWIT WATER FACILITIES SOUTH CO.
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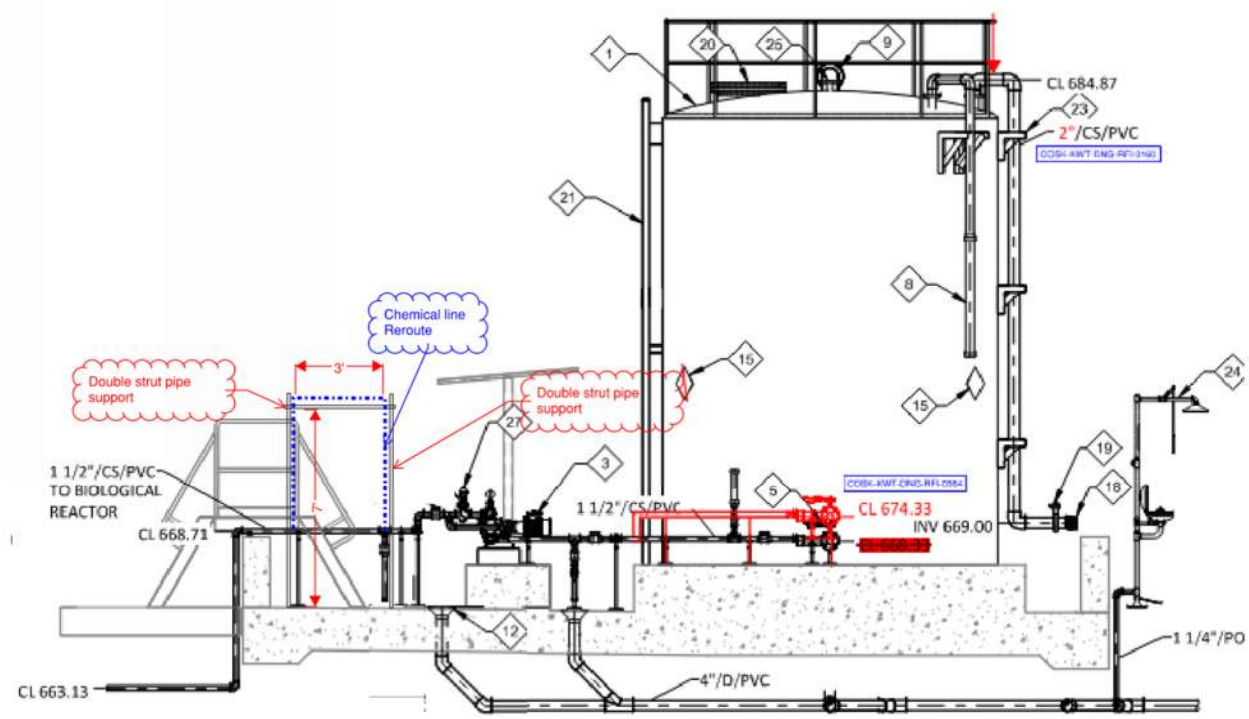


Image 1: RFI-0531 Sketch of proposed solution

CMAR then received the response to Process Mechanical Decision Log Item #27 Calibration Column Drain Line on July 16th, 2025. The response directed CMAR to add additional drain piping on the calibration columns at the carbon and alkalinity tanks. The image shown below is what was proposed and approved.

KIEWIT WATER FACILITIES SOUTH CO.
2050 Roanoke Rd, Westlake, TX 76262

Image 2: Process Mechanical Decision Log Item #27 - Photo of proposed solution

PCO-081 R1 includes the material procurement and labor involved with the modifications to these lines at both locations. This includes the necessary disassembly, reassembly, and re-testing of the lines.

See attachments for a breakdown.

1. **A - Direct Cost (Labor)**

Total	$23,600.70

KIEWIT WATER FACILITIES SOUTH CO.
2050 Roanoke Rd, Westlake, TX 76262

Labor has been added for modifying and re-testing the chemical discharge lines and adding the drain lines at the calibration columns. Labor includes the handling of materials to the specific operation location, installation of the pipe, pipe supports, drilling anchors, setting anchors, grouting pipe supports, and cleaning the work.

See attachments for a breakdown.

2. **B - Direct Cost (Supervision)**

Total	$900.00

The following is captured under B - Direct Cost (Supervision): A Field Engineer & Superintendent are required for PCO-0081 R1. The below breaks down the responsibilities for this additional scope of work:

Field Engineer

- Review documentation to identify all changes
- Estimate reviews with change management team
- Revise existing work plans.
- Field presence
- Work with scheduling team to add new activities and/or adjust durations of CPM schedule and see if there were any schedule impacts

Superintendent

- Review revised Work Plans (Individually and with Crew)
- Field presence/Supervising additional scope
- Work with scheduling team to provide input and identify any impacts

See attachments for a breakdown.

3. **C - Direct Cost (PM, Supplies, Equipment, Subs)**

Total	$4,496.70

The following is captured under C - Direct Cost (PM, Supplies, Equipment, Subs): Permanent material, supplies, and equipment for the modification of the chemical discharge lines and added drain lines.

See attachments for a breakdown.

4. **D - Indirect Cost**

Total	$0.00

KIEWIT WATER FACILITIES SOUTH CO.
2050 Roanoke Rd, Westlake, TX 76262

5. **E - Est. B&I / COMM (1.50%)**

Total	$434.96

Est. Bond and Insurance / Commercial required for PCO 81 R1.

6. **F - G&A (9.622%)**

Total	$561.12

General and Administrative expenses required for PCO 81 R1.

7. **G - Fee (8.50%)**

Total	$429.91

Attachments

1. COSK-KWT-DNG-RFI-0531 Chemical Discharge Reroute - Carbon and Alkalinity
2. COSK-KWT-DNG-RFI-0531 Chemical Discharge Reroute - Carbon and Alkalinity Response
3. Process Mechanical Decision Log Item #27 - Calibration Column Drain Line
4. PCO 0081 R1 Cost Breakdown Structure
5. PCO 0081 R1 Resource Rate Register
6. Process Mechanical Material Backup
7. PCO-R-PCO---0178.01-COSK-PSE-PCO081 Comment Form

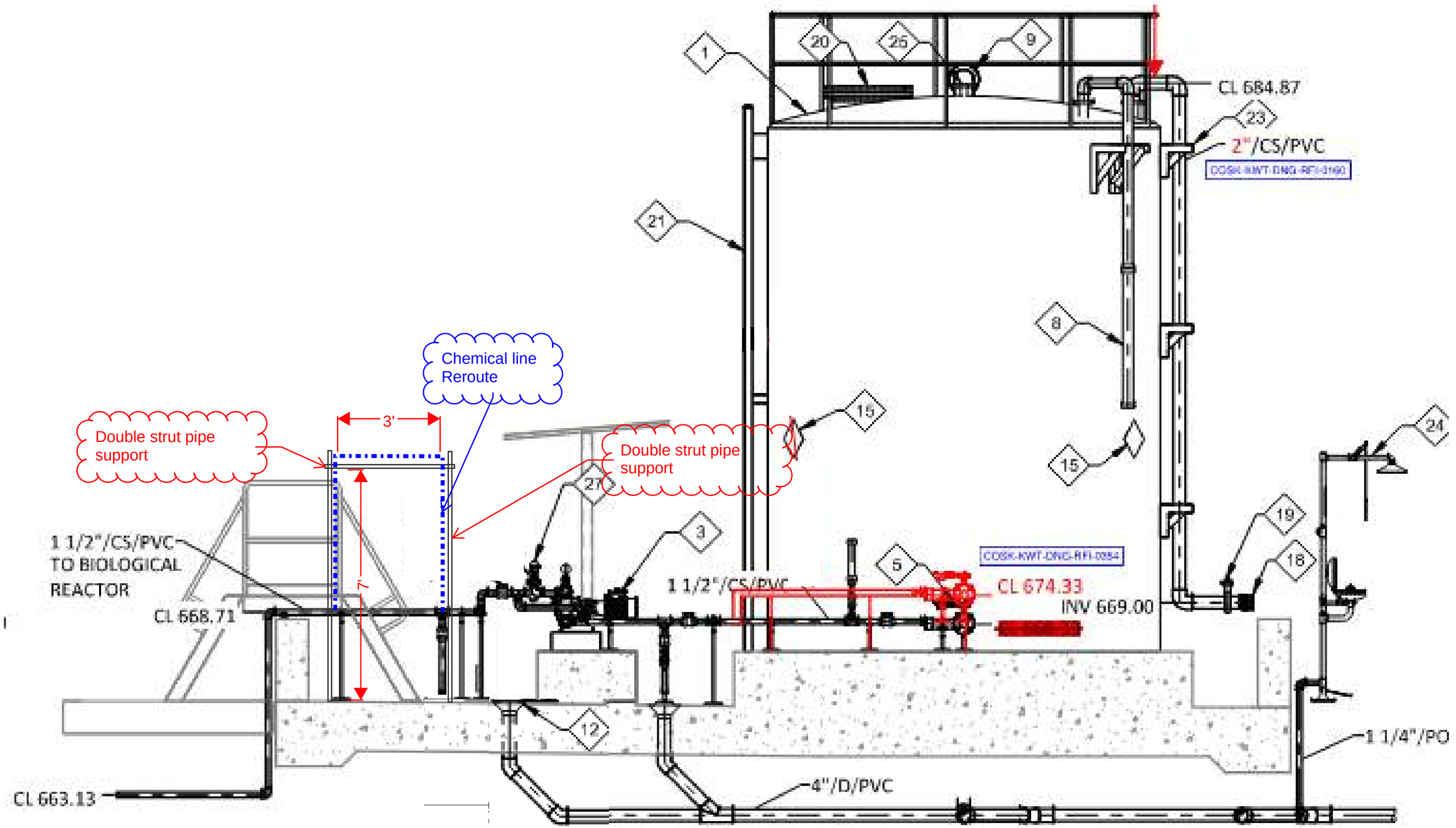
KIEWIT WATER FACILITIES SOUTH CO.
2050 Roanoke Rd, Westlake, TX 76262

RFI			
Project Name:	South Wastewater Treatment Plant - MBR	**Project Tracker No.**	1422-005-02
Contract No.:	1513-U	**Plummer CPM:**	Sherri van der Wege
RFI Name/Subject:	Chemical Discharge Reroute - Carbon and Alkalinity	**Requested Response Date:**	June 27, 2025
Contractor:	Kiewit Water Facilities South	**Contractor PM:**	Kory Kyllo
RFI Key Contact:	Daren Mason	**Key Contact Phone:**	(903) 715-9032
Subcontractor/Vendor:	Kiewit		
Specification Section:	40 05 05 – Piping System, Basic Materials and Methods		
Secondary Discipline:	☐ Architectural ☐ Civil ☐ Electrical ☐ HVAC ☐ Yard Pipe ☐ Startup & Commissioning ☐ Instrumentation & Controls ☒ Proc/Mech ☐ Plumbing ☐ Structural		
Reference Drawing(s):	M - 381, M - 371		
RFI No.:	COSK-KWT-DNG-RFI-0531		
RFI Contents:	☐ Shop Drawing ☐ Administrative ☐ As-Builts ☐ Sample ☐ *Product Data* ☒ *Additional Information* ☐ *O&M*		
Impacts:	☒ Cost ☒ Schedule		
Question/Issue:	On the Chemical Tank Plummer Punchlist walkdown at both Carbon and Alkalinity, it was pointed out that if someone were to get chemicals in their eyes on the west side, they could not safely get to the east side where the eyewash is located as the pipe is an obstacle, and their vision would be impaired. Will this require the pipe to be modified?		
Proposed Solution:	Please see the details below for the proposed solution. Any modification work to this pipe will require additional installation materials / laborer, and additional materials / laborer to re-hydrotest line.		

☒ Contractor hereby certifies that (i) Contractor has complied with the requirements of Contract Documents in preparation, review and submission of designated RFI and (ii) the RFI is completed and in accordance with the Contract Documents and requirements of laws and regulations and governing agencies.
Contractor (Authorized by):

RFI Package Response Status (Approved, Rejected, Response as Noted):

RFI Status:	
Comments:	See attached response


Chemical line
Reroute
Double strut pipe
support
Double strut pipe
support
3'
7'
1 1/2"/CS/PVC
TO BIOLOGICAL
REACTOR
CL 668.71
CL 663.13
1 1/2"/CS/PVC
4"/D/PVC
CL 684.87
2"/CS/PVC
CL 674.33
INV 669.00
1 1/4"/PO
1
20
25
9
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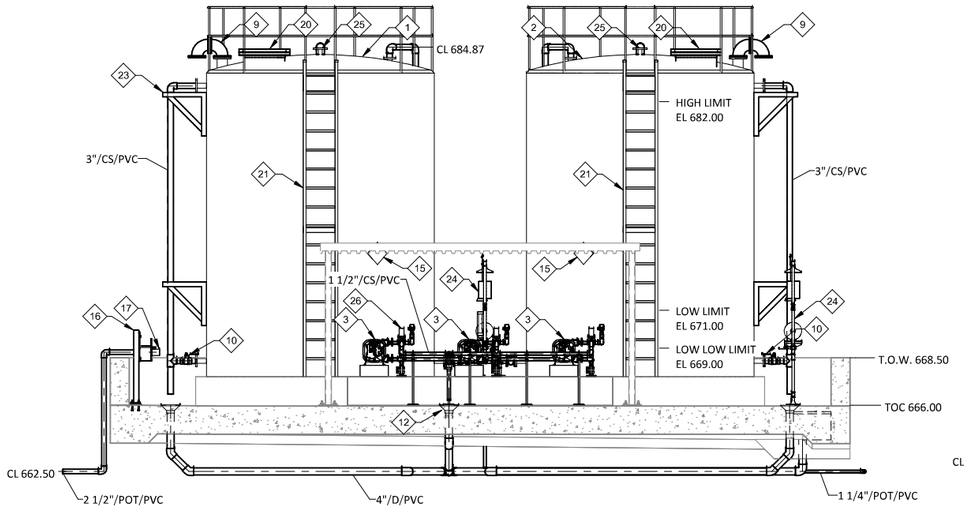
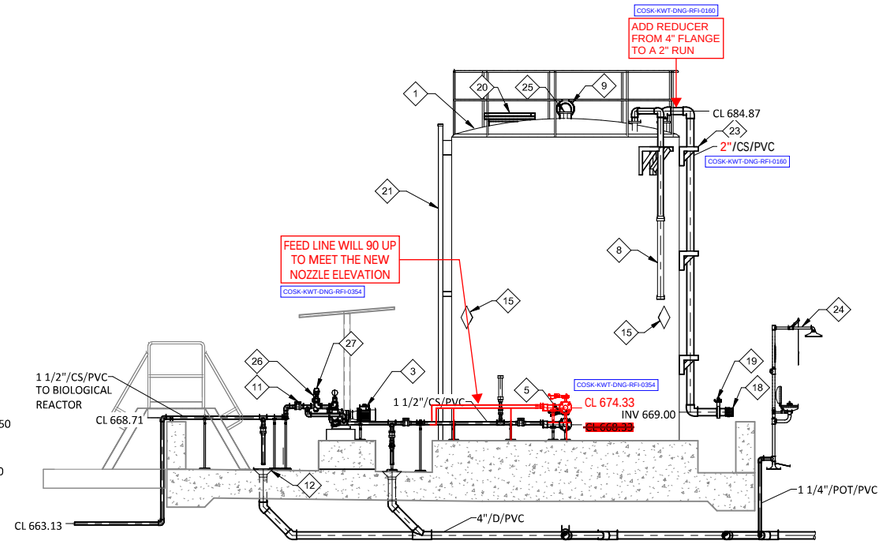
12

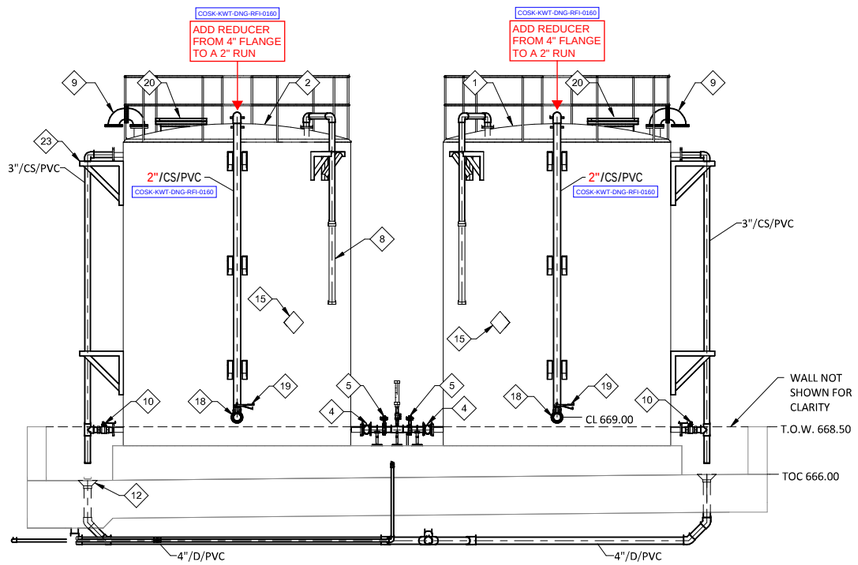
ISSUED FOR CONSTRUCTION



2 SECTION
1/4" = 1'-0"



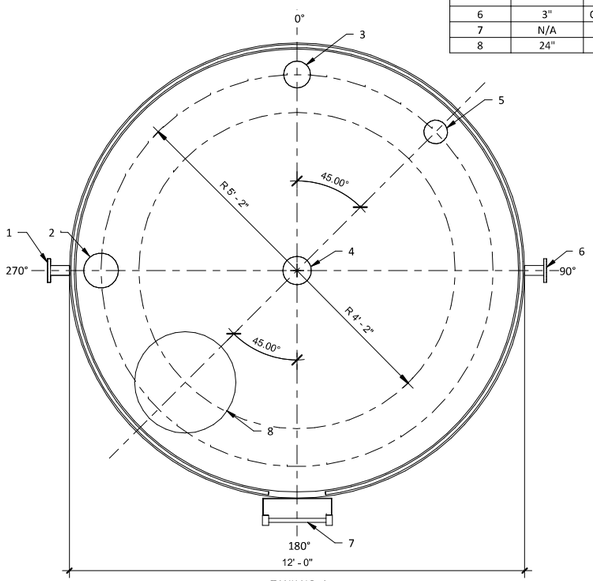
3 SECTION
1/4" = 1'-0"



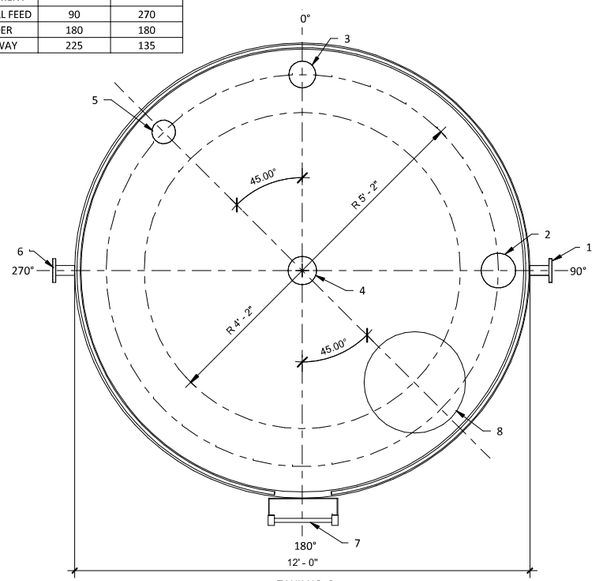
NOTE:
CONTAINMENT WALL
NOT SHOWN FOR CLARITY

4 SECTION
1/4" = 1'-0"

	FL SIZE (IN)	PROCESS	TANK 1 LOCATION	TANK 2 LOCATION
1	4"	DRAIN	270	90
2	6"	VENT	270	90
COSK-KWT-DNG-RFI-0160 → 3	2"	FILL	0	0
4	1"	LEVEL INSTRUMENT	0	0
5	3"	MECHANICAL LEVEL INSTRUMENT	45	315
6	3"	CHEMICAL FEED	90	270
7	N/A	LADDER	180	180
8	24"	MANWAY	225	135



TANK NO. 1



TANK NO. 2

TANK SCHEDULE
NO SCALE

KEY NOTES

1	CARBON SOURCE STORAGE TANK NO. 1
2	CARBON SOURCE STORAGE TANK NO. 2
3	CHEMICAL PERISTALTIC PUMP
4	3" EXPANSION JOINT
5	3" BUTTERFLY VALVE
8	MECHANICAL LEVEL INSTRUMENT
9	6" GOOSE NECK VENT WITH INSECT SCREEN. SEE STANDARD DETAIL 333
10	3" BALL VALVE
11	1" BALL VALVE
12	4" DRAIN. SEE STANDARD DETAIL 380
15	HAZARD IDENTIFICATION PLACARD. SEE STANDARD DETAIL 427
16	HOSE RACK. SEE STANDARD DETAIL M280
17	HOSE VALVE. SEE STANDARD DETAIL M272
18	2" KAMLOK ← COSK-KWT-DNG-RFI-0160
19	2" BALL VALVE ← COSK-KWT-DNG-RFI-0160
20	24" MANWAY
21	ACCESS LADDER
23	VERTICAL PIPE SUPPORT. SEE STANDARD DETAIL 342
24	EMERGENCY EYEWASH/SHOWER. SEE STANDARD DETAIL
25	LEVEL INSTRUMENT. SEE STANDARD DETAIL NL174
26	PRESSURE RELIEF VALVE. ROUTE DISCHARGE TO SUCTION
27	PRESSURE GAUGE AND SWITCH. SEE STANDARD DETAIL NP501

Applicable References:
GC-PLA-KWT-0116.00
WCD-006
COSK-KWT-DNG-RFI-0160
KIEWIT-RLR-000047
KIEWIT-RLR-000059
COSK-KWT-DNG-RFI-0354
KIEWIT-RLR-000108

Mead&Hunt
TBPELS FIRM NO. F-8909
PLUMMER
6300 LA CALMA DRIVE, STE 400 | AUSTIN, TX 78752
512.452.5905 | TBPE REGISTERED FIRM NUMBER F-13

NO.	DATE	REVISION	BY
0	03/20/2024	ISSUED FOR CONSTRUCTION	MAP

Sherman
CLASSIC TOWN. BROAD HORIZON.

CITY OF SHERMAN
SOUTH WASTEWATER TREATMENT PLANT - MBR

PROCESS MECHANICAL
CARBON STORAGE TANKS SECTIONS AND TANK SCHEDULE

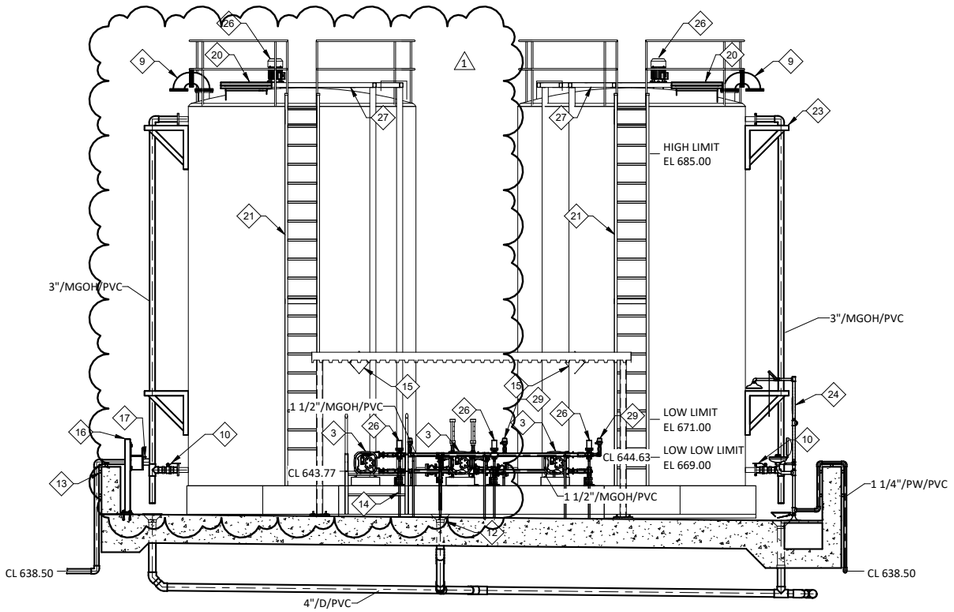
STATE OF TEXAS
RUSSELL ROSARIO FERLITA
150486
LICENSED
PROFESSIONAL ENGINEER
03/20/2024

IF THIS BAR DOES NOT MEASURE ONE INCH, DRAWING IS NOT TO LABELED SCALE

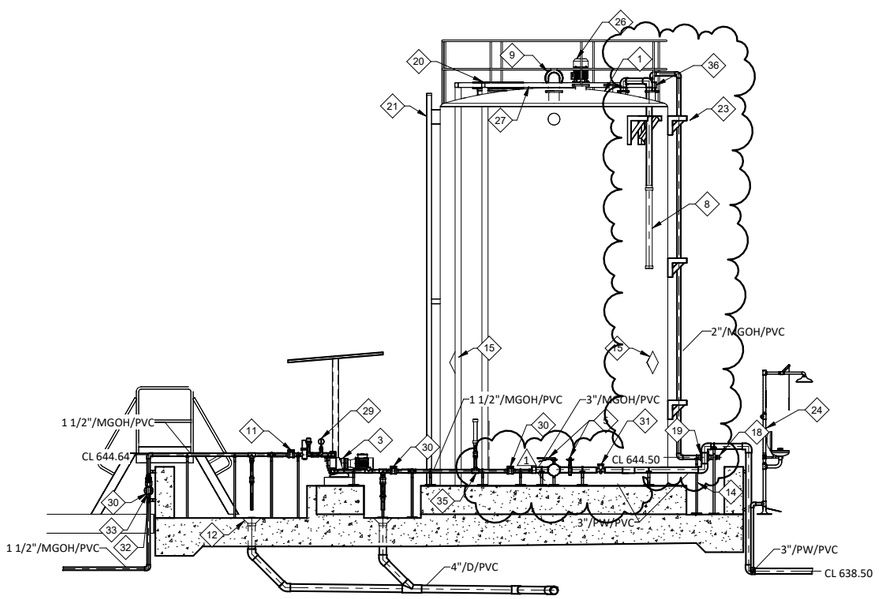
DESIGNED	RRF
DRAWN	JDN
CHECKED	SM
REVIEWED	MAP
Seq.	of
Dwg. No.	M-371

1422-005-02

ISSUED FOR CONSTRUCTION



2 **SECTION**
1/4" = 1'-0"

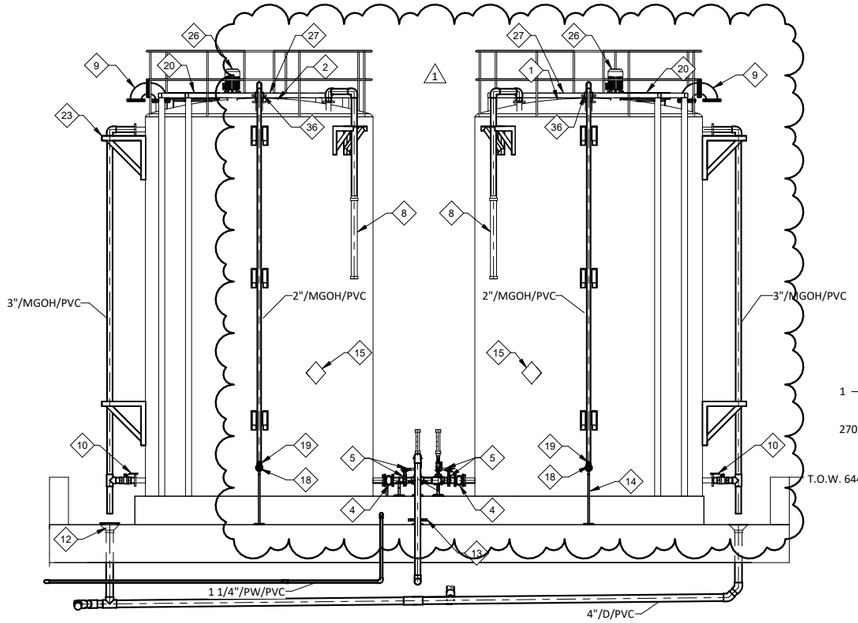


3 **SECTION**
1/4" = 1'-0"

KEY NOTES

1	MAGNESIUM STORAGE TANK NO. 1
2	MAGNESIUM STORAGE TANK NO. 2
3	CHEMICAL PERISTALTIC PUMP
4	3" EXPANSION JOINT
5	3" BUTTERFLY VALVE
8	MECHANICAL LEVEL INSTRUMENT
9	6" GOOSE NECK VENT WITH INSECT SCREEN. SEE STANDARD DETAIL 333
10	3" BALL VALVE
11	1" BALL VALVE
12	4" DRAIN. SEE STANDARD DETAIL HP220
13	P1000D STAINLESS STEEL UNISTRUT AND STRAP. SEE STANDARD DETAIL NE103
14	NON-ADJUSTABLE PIPE SADDLE. SEE STANDARD DETAIL 378
15	HAZARD IDENTIFICATION PLACARD. SEE STANDARD DETAIL 427
16	HOSE RACK. SEE STANDARD DETAIL M280
17	HOSE VALVE. SEE STANDARD DETAIL M272
18	2" CAMLOCK
19	2" BALL VALVE
20	24" MANWAY
21	ACCESS LADDER
23	VERTICAL PIPE SUPPORT. SEE STANDARD DETAIL 342
24	EYEWASH/EMERGENCY SHOWER STATION. SEE STANDARD DETAIL
26	MIXER
27	MIXER SUPPORT BRIDGE
29	PRESSURE GAUGE AND SWITCH. SEE STANDARD DETAIL NP501
30	1 1/2" BALL VALVE
31	3" CHECK VALVE
32	1 1/2" DIAPHRAGM VALVE
33	1 1/2" FLOWMETER
35	1 1/2" TEE WITH THREADED PLUG
36	4" X 2" REDUCER

Applicable References:
GC-PLA-KWT-0116.00
WCD-006
COSK-KWT-DNG-RFI-0160
KIEWIT-RLR-000047
KIEWIT-RLR-000059
GC-PLA-KWT-0173.03
WCD-023
COSK-KWT-DNG-RFI-0354
KIEWIT-RLR-000108

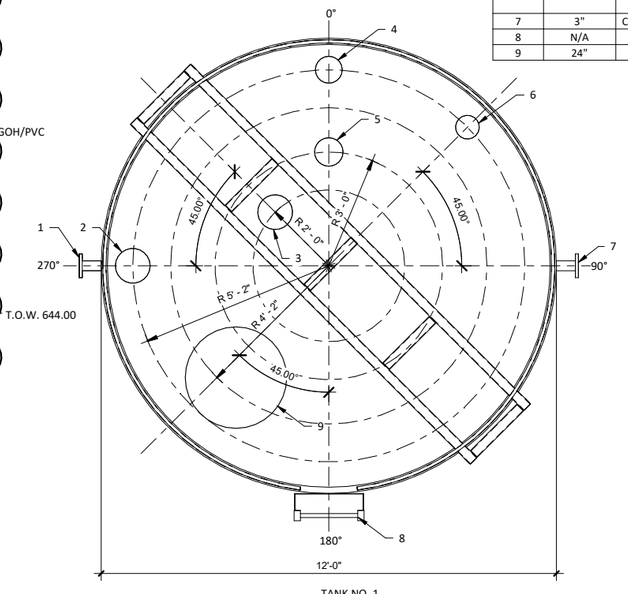


NOTE:
CONTAINMENT WALL
NOT SHOWN FOR CLARITY

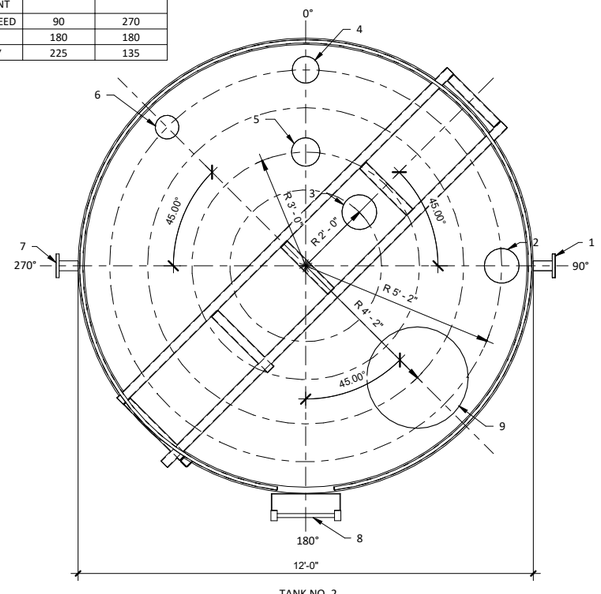
4 **SECTION**
1/4" = 1'-0"

	FL SIZE (IN)	PROCESS	TANK 1 LOCATION	TANK 2 LOCATION
1	4"	DRAIN	270	90
2	6"	VENT	270	90
3	6"	MIXER	315	45
4	2"	FILL	0	0
5	1"	LEVEL INSTRUMENT	0	0
6	3"	MECHANICAL LEVEL INSTRUMENT	45	315
7	3"	CHEMICAL FEED	90	270
8	N/A	LADDER	180	180
9	24"	MANWAY	225	135

COSK-KWT-DNG-RFI-0160



TANK NO. 1



TANK NO. 2

TANK SCHEDULE
NO SCALE

Mead&Hunt
TBPELS FIRM NO. F-8693

PLUMMER

6300 LA CALMA DRIVE, STE 400 | AUSTIN, TX 78752
512.452.5905 | TBPE REGISTERED FIRM NUMBER F-13

NO.	DATE	REVISION	BY
1	09/18/24	WCD 023 - REVISION 2	RRF
0	03/20/2024	ISSUED FOR CONSTRUCTION	MAP

Sherman
CLASSIC TOWN. BROAD HORIZON.

CITY OF SHERMAN
SOUTH WASTEWATER TREATMENT PLANT - MBR

PROCESS MECHANICAL
MAGNESIUM STORAGE TANKS SECTIONS AND TANK SCHEDULE

STATE OF TEXAS
RUSSELL ROSARIO FERLITA
150486
LICENSED
PROFESSIONAL ENGINEER
09/18/24

IF THIS BAR DOES NOT MEASURE ONE INCH, DRAWING IS NOT TO LABELED SCALE

DESIGNED	RRF
DRAWN	JDN
CHECKED	FM
REVIEWED	MAP
Seq.	of
Dwg. No.	M-381
	1422-005-02

Plummer
1320 S University Drive #300
Fort Worth, Texas 76107
P: 8188061700

Project: 1442-005-02 South Wastewater Treatment Plant
302 Cliff Hestand Road
Sherman, Texas

RFI #675: Chemical Discharge Reroute - Carbon and Alkalinity

Status	Open		
To	Quentin Geile (Plummer) *(Response Required)*	**From**	Alyssa OBrien (Plummer)
Date Initiated	Jul 1, 2025	**Due Date**	Jul 4, 2025
Location	Carbon Storage Tanks	**Project Stage**	
Cost Impact	Yes (Unknown)	**Schedule Impact**	Yes (Unknown)
Spec Section	40 05 05 - Piping System, Basic Materials and Methods	**Cost Code**	
Drawing Number	M-381 , M-371	**Reference**	
Linked Drawings			
Suggested Solution		**Change Order Required?**	
Received From			
Copies To	Brian Beach (Plummer), Naomi Lightfoot (Plummer) , Alyssa OBrien (Plummer)		

SUGGESTED SOLUTION

Contractor Suggested Solution	Please see the details below for the proposed solution. Any modification work to this pipe will require additional installation materials / laborer, and additional materials / laborer to re-hydrotest line.

Activity

Question

Question from Alyssa OBrien Plummer *on Tuesday, Jul 1, 2025 at 08:17 AM CDT*

See attached RFI

Attachments
COSK-KWT-DNG-RFI-0531.00.RFI.00.01.pdf

Official Response

Response from Quentin Geile Plummer *on Thursday, Jul 3, 2025 at 01:04 PM CDT*

Proposed solution is acceptable for the carbon area. For the alkalinity area, 45 degree bends shall be used in lieu of the 90 degree bends proposed. Contractor shall also remove strainers and strainer bypass lines at the alkalinity area.

SHERMAN - PROCESS MECHANICAL DECISION LOG

#	TITLE	DESCRIPTION	SOLUTION/ANSWER	PCO (Y/N)	STATUS	RFI REQ?	TYPE	OPENED BY	OPENED DATE	CLOSED BY (KIEWIT)	CLOSED DATE (KIEWIT)	CLOSED BY (PLUMMER)	CLOSED DATE (PLUMMER)	NOTES/COMMENTS
27	Calibration Column Drain Line	2 Calibration lines at the Alkalinity Tank and 1 at carbon are to have drains routed to a pad drain.	Route from the calibration column to the nearest floor drain. •Drain line size to match the calibration column outlet. •No heat trace or insulation is required on these drains. •Drains can run to the nearest floor drain. •45's at any bends for alkalinity. 90's are fine for Carbon. •No valves required. •Hover the drain over the floor drain like what's shown in the picture is sufficient. •No minimum slope requirement.	Y	CLOSED	NO	EMAIL	QG	6/27/2025	AM	7/15/2025	QG	7/15/2025	7/8/25: Quentin to connect with engineer today. 7/9/25: Quentin still coordinating with Pump vendor 7/11/25: Quentin finalizing path forward with vendor 7/14/25: Quentin sent email on 7/11 with proposed path forward, Quentin waiting to hear back from Engineer 7/15/25: Same status as yesterday, expecting a response today per Quentin 7/16/25: Quentin provided response through email correspondence to Adam Murphy. Item Closed

Cost Breakdown Structure (CBS) Register

KIEWIT CORPORATION

20053365-136123-01P - Sherman PCO Backup--Sherman WWTP Construction

CBS Position Code	Description	Quantity	Unit of Measure (UoM)	Manhours (MH)	Man Count	Equipment Count	Production (UOM/MH)	Production (UOM/Crew Hr)	Unit Cost	Total Cost	Labor Cost	Construction Equipment Cost	Materials Cost	Supplies Cost	Subcontract Cost
4.1.7	PCO #0081 - RFI 531 and Process Mechanical Decision Log Item #27 Carbon and Alkalinity Discharge Pipe Reroute and Calibration Column Drain Line Additions	1.00	Each	281.60	15.00	2.00	0.00	0.01	$30,423.39	$30,423.39	$24,150.70	$2,985.74	$1,860.96	$0.00	$0.00
4.1.7.1	A - Direct Cost (Labor)	1.00	Each	272.20	12.00	0.00	0.00	0.01	$23,600.70	$23,600.70	$23,600.70	$0.00	$0.00	$0.00	$0.00
4.1.7.1.1	RFI 531 - Carbon and Alkalinity Discharge Pipe Reroutes	1.00	Each	165.00	8.00	0.00	0.01	0.02	$14,306.08	$14,306.08	$14,306.08	$0.00	$0.00	$0.00	$0.00
4.1.7.1.1.1	Install - AG Pipe Crew	1.00	Each	165.00	8.00	0.00	0.01	0.02	$14,306.08	$14,306.08	$14,306.08	$0.00	$0.00	$0.00	$0.00
4.1.7.1.1.1.1	Installation - Above Ground Small Bore Pipe (All-In) (PVC and CPVC) - Install of pipe, pipe supports, anchors, grout	100.00	LF	134.00	4.00	0.00	0.75	2.99	$116.18	$11,618.28	$11,618.28	$0.00	$0.00	$0.00	$0.00
4.1.7.1.1.1.2	Installation - Above Ground Small Bore Pipe Testing	100.00	LF	31.00	4.00	0.00	3.23	12.90	$26.88	$2,687.81	$2,687.81	$0.00	$0.00	$0.00	$0.00
4.1.7.1.2	Process Mechanical Decision Log Item #27 - Carbon and Alkalinity Calibration Column Drain Line Additions	1.00	Each	107.20	4.00	0.00	0.01	0.04	$9,294.62	$9,294.62	$9,294.62	$0.00	$0.00	$0.00	$0.00
4.1.7.1.2.1	Install - AG Pipe Crew	1.00	Each	107.20	4.00	0.00	0.01	0.04	$9,294.62	$9,294.62	$9,294.62	$0.00	$0.00	$0.00	$0.00
4.1.7.1.2.1.1	Installation - Above Ground Small Bore Pipe (All-In) (PVC and CPVC) - Install of pipe, pipe supports, anchors, grout	80.00	LF	107.20	4.00	0.00	0.75	2.99	$116.18	$9,294.62	$9,294.62	$0.00	$0.00	$0.00	$0.00
4.1.7.2	B - Direct Cost (Supervision)	1.00	Each	6.00	3.00	0.00	0.17	0.17	$900.00	$900.00	$550.00	$0.00	$350.00	$0.00	$0.00
4.1.7.2.1	FE	1.00	Each	2.00	1.00	0.00	0.50	0.50	$300.00	$300.00	$300.00	$0.00	$0.00	$0.00	$0.00
4.1.7.2.2	Superintendent	1.00	Each	2.00	1.00	0.00	0.50	0.50	$350.00	$350.00	$0.00	$0.00	$350.00	$0.00	$0.00
4.1.7.2.3	Quality	1.00	Each	2.00	1.00	0.00	0.50	0.50	$250.00	$250.00	$250.00	$0.00	$0.00	$0.00	$0.00
4.1.7.3	C - Direct Cost (PM, Supplies, Equipment, Subs)	1.00	Each	3.40	0.00	2.00	0.00	0.01	$4,496.70	$4,496.70	$0.00	$2,985.74	$1,510.96	$0.00	$0.00
4.1.7.3.1	RFI 531 - Carbon and Alkalinity Discharge Pipe Reroutes	1.00	Each	2.06	0.00	1.00	0.00	0.02	$3,041.73	$3,041.73	$0.00	$1,809.87	$1,231.86	$0.00	$0.00
4.1.7.3.1.1	Install - Equipment	1.00	Each	2.06	0.00	1.00	0.00	0.02	$1,809.87	$1,809.87	$0.00	$1,809.87	$0.00	$0.00	$0.00
4.1.7.3.1.2	Install - Permanent Material	1.00	Each	0.00	0.00	0.00	0.00	0.00	$1,231.86	$1,231.86	$0.00	$0.00	$1,231.86	$0.00	$0.00
4.1.7.3.2	Process Mechanical Decision Log Item #27 - Carbon and Alkalinity Drain Line Additions	1.00	Each	1.34	0.00	1.00	0.00	0.04	$1,454.97	$1,454.97	$0.00	$1,175.87	$279.10	$0.00	$0.00
4.1.7.3.2.1	Install - Equipment	1.00	Each	1.34	0.00	1.00	0.00	0.04	$1,175.87	$1,175.87	$0.00	$1,175.87	$0.00	$0.00	$0.00
4.1.7.3.2.2	Install - Permanent Material	1.00	Each	0.00	0.00	0.00	0.00	0.00	$279.10	$279.10	$0.00	$0.00	$279.10	$0.00	$0.00
4.1.7.4	D- Indirect Cost	1.00	Each	0.00	0.00	0.00	0.00	0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
4.1.7.5	E - Est. B&I/COMM (1.50%)	1.00	Each	0.00	0.00	0.00	0.00	0.00	$434.96	$434.96	$0.00	$0.00	$0.00	$0.00	$0.00
4.1.7.6	F - G&A (9.622%)	1.00	Each	0.00	0.00	0.00	0.00	0.00	$561.12	$561.12	$0.00	$0.00	$0.00	$0.00	$0.00
4.1.7.7	G - Fee (8.50%)	1.00	Each	0.00	0.00	0.00	0.00	0.00	$429.91	$429.91	$0.00	$0.00	$0.00	$0.00	$0.00

All Resource Register

KIEWIT CORPORATION

20053365-136123-01P - Sherman PCO Backup--Sherman WWTP Construction

Resource Type	Resource Code	Description	Unit Cost (Scale 1)	Unit Cost (Scale 2)	Unit Cost (Scale 3)	Utilization Count	Unit of Measure
Construction Equipment Rate	2.02.006.00 (1).2 - BLUEBOOK	1/2 Ton Pickup - Direct	$39.60	$0.00	$0.00	68.05	Hour
Installed Material Rate	4.PIPE.PCO-0081.2	2" PIPE P/E PVC SCH80	$2.38	$0.00	$0.00	80.00	LF
Installed Material Rate	4.PIPE.PCO-0081.11	1-1/2” PIPE P/E CPVC SCH80	$4.33	$0.00	$0.00	100.00	LF
Installed Material Rate	4.PIPE.PCO-0081.1	2" 45 Elbow S GRY PVC SCH80	$8.87	$0.00	$0.00	10.00	Each
Installed Material Rate	4.PIPE.PCO-0081.3	Pipe Support Material - Unistrut	$10.11	$0.00	$0.00	4.00	Ea
Installed Material Rate	4.PIPE.PCO-0081.8	1-1/2" 90 ELBOW ST MPTXFPT GRY PVC SCH80	$13.57	$0.00	$0.00	4.00	Ea
Installed Material Rate	4.PIPE.PCO-0081.9	1-1/2" 90 ELBOW FPT GRY PVC SCH80	$5.84	$0.00	$0.00	4.00	Ea
Installed Material Rate	4.PIPE.PCO-0081.10	1-1/2"X3" NIPPLE TBE PVC SCH80	$1.37	$0.00	$0.00	4.00	Ea
Installed Material Rate	4.PIPE.PCO-0081.7	1-1/2” 90 ELBOW LONG SWP S GRY PVC SCH80	$46.25	$0.00	$0.00	10.00	Ea
Installed Material Rate	4.PIPE.PCO-0081.4	Pipe Support Material - Anchor Bolts	$6.95	$0.00	$0.00	16.00	Ea
Installed Material Rate	4.PIPE.PCO-0081.6	1-1/2" 45 ELBOW S GRY PVC SCH80	$6.21	$0.00	$0.00	10.00	Ea
Installed Material Rate	4.PIPE.PCO-0081.5	1-1/2” COUPLING S GRY PVC SCH80	$3.95	$0.00	$0.00	10.00	Ea
Labor Rate	1.C.40.1.02 (2).2 - 2024 RATE	Pipe Foreman (Pipefitter) - 2024 RATES	$84.97	$112.70	$140.43	68.05	Hour
Labor Rate	[ENTER CODE] (3)	Quality Engineer 2024 Rates	$125.00	$125.00	$125.00	2.00	Hour
Labor Rate	1.C.52.1.07.2 - 2024 RATE	Maintenance Mechanic (for equip maint only) - 2024 RATES	$80.35	$105.77	$131.19	3.40	Hour
Labor Rate	1.S.10.2.01 (1) (1)	Discipline Field Engineer - 2024	$150.00	$150.00	$150.00	2.00	Hour
Labor Rate	DISCIPLINE SUPERINTENDENT	Discipline Superintendent - 2024	$175.00	$175.00	$175.00	2.00	Hour
Labor Rate	1.C.40.1.03 (2).2 - 2024 RATES	Pipe Journeyman (Pipefitter) - 2024 RATES	$80.35	$105.77	$131.19	204.15	Hour

PURCHASE ORDER

PO Number: 4503468959

4503468959

Bill To Address
2101-Kiewit Water Facilities South Co., PO Box 452500, Omaha, Nebraska, United States, 68145-2500 **Email ID / Fax Number** KBS.InvoicesAP@kiewit.com

Summary	Amount (USD)
Item Total	10.11
**Vendor shall collect sales tax when required under applicable law*	

Order Details

Order Number	4503468959	**Order Type**	New Order
Issue Date	2024-05-22	**Payment Terms**	VPAY VENDOR ONLY - NT15 Net due in 15 days
Order Contact	WILLIAM.MAGEE1@KIEWIT.COM	**Order Contact Name**	William Magee
IncoTerms		**Code**	
Supplier Name and Address	10016084 :: White Cap LP, 4121 6th Ave NW, Seattle, Washington, United States, 98107-5020	**Requester Details**	William Magee, WILLIAM.MAGEE1@KIEWIT.COM
Ship To Address	302 Cliff Hestand Road, Sherman, Texas, United States, 75090	**Project/Cost Center:**	105729 : City of Sherman CMAR - Carrying_Project

Material Items

Line No.	Item Number	Supplier Item Number	Item Description	Quantity	UOM	Unit Price (USD)	Total (USD)	Tax	Need By Date	Deliver To
1		202P100T10DF	Unistrut P1000T Series 1-5/8" x 10' 12 ga Unistrut Defender Slotted Strut Channel	1.00	Each	10.111	10.11	Y	2024-05-29	

Legal Terms and Conditions

Purchaser may be a federal contractor, and Seller may be a federal subcontractor. If seller is a federal subcontractor, then unless exempted, the Equal Opportunity clauses as set forth in 41 CFR §60-1.4(a), 41 CFR §60-1.4(b), 41 CFR §60- 250.5(a) ,41 CFR §60-300.5(a), and 41 CFR §60-741.5(a), as well as the specifications set forth in 41 CFR §60-4.3(a) and the provisions of 41 CFR §61-250.10, 41 CFR §61-300.10, and 29 CFR Part 471 , Appendix A to Subpart A and, if applicable, requirements of Form FHWA-1273, are incorporated by reference and shall be binding on Seller.

Except for breaches of confidentiality and vendor's third party indemnity obligations, neither party (or its affiliates, employees, contractors or suppliers, when acting in such capacity with respect to this purchase order) will be liable to the other (or its affiliates, employees, contractors or suppliers, when acting in such capacity with respect to this purchase order) for any indirect, incidental, consequential, special or punitive damages, for loss of profits or revenue or loss of time, opportunity or value of data, whether in an action in contract, tort (including negligence), product liability, strict liability, statute, law, equity or otherwise.

Seller's quotation shall be referenced solely for purposes of price, quantity and delivery date. All other terms and conditions included in Seller's quotation or any other communication are hereby rejected. Purchaser's acceptance hereunder is expressly conditioned upon and limited to application of previously negotiated and mutually agreed terms. Seller will be deemed to have accepted the Purchase Order when it (i) sends Purchaser notice of acceptance in writing, (ii) starts to perform any services in accordance with the terms of the Purchase Order, and/or (iii) delivers any or all of the goods or materials covered by the Purchase Order, whichever occurs first. Purchaser may withdraw the Purchase Order at any time before it is accepted by Seller. No contract will exist except as herein provided.

Seller shall comply with Contractor's Vendor Code of Conduct

Customer Service
T 1-800-879-8000
F 1-800-879-7000
www.hilti.com

Bill-To Address

-Kiewit Water Facilities South Co
2101 105729 City of Sherman
CMAR Carrying Project
PO Box 452500
OMAHA NE 68145-2500

Quotation 931902710

Order Type:	Quotation	**Customer Number:**	30663089
Creation Date:	03/24/2025	**Purchase Order No.:**	QUOTE - WEDGE ANCHOR FOR SPELL
		Your Reference:	
Our Contact:	Brent Queen	**Your Main Contact:**	Noah Sabatka
		Your Main Contact Tel.:	

Delivery Address -Kiewit Water Facilities South Co, 302 CLIFF HESTAND RD, SHERMAN TX 75090-3520,

Item No.	Description	Ordered Quantity	Net Price/Unit	Net Value
2210250	STUD ANCHOR KB-TZ2 3/8x3 3/4 SS316	3 BOX of 50 EA = 150 EA	347.49 BOX => $6.95/Anchor	1,042.47
		Items Total		**1,042.47**
		Total net value		**1,042.47**
		Final Total	**USD**	**1,042.47**

Price subject to change without notice.
All transactions governed by Hilti's Terms and Conditions found at Hilti.com. Acceptance is limited to the express terms contained herein. Any purchase order issued by Customer after acceptance of this offer, even if signed by Hilti, shall be treated solely as authorization to proceed with the order under the accepted terms and such purchase order will not amend or vary the accepted terms.

Customer Signature: _____ Date: _____

Harrington Industrial Plastics
1119 N Frisco Road
Sherman TX 75090

Fax

Quotation# 12405224
Written: GSB
Quote Date 07/01/25
Expire Date 07/31/25
Page 1 OF 1

Quotation

130629
KIEWIT INFRASTRUCTURE

PO BOX 452500
OMAHA, NE 68145-2500

Ship To:
KIEWIT / CITY OF SHERMAN

302 CLIFF HESTAND RD
SHERMAN, TX 75090-3580

Job:

RFQ#

Contact: DAREN MASON
Phone#: 858-780-0101
Fax:

Ship Via: COMPANY TRUCK
FOB / Delivery ARO: SHIPPING POINT
Frt-Terms: PREPAID FFA

Product/Description	Quantity	Price	U/M	Extension
812-015S 1-1/2" 90 ELBOW ST MPTXFPT GRY PVC SCH80 **STOCK SPEARS	4	13.57	EA	54.28
808-015S 1-1/2" 90 ELBOW FPT GRY PVC SCH80 **STOCK SPEARS	4	5.84	EA	23.36
886-030 1-1/2"x3" NIPPLE TBE PVC SCH80 **STOCK PLANO	4	1.37	EA	5.48

Harrington's standard Terms and conditions apply. Please visit https://www.hipco.com/terms-and-conditions-sale for the full Terms and Conditions

Due to recent volatility in U.S. government tariff regulations --whether enacted or under review--all quotes remain provisional and are subject to price adjustments or surcharges. Pricing provided is valid for 24 hours from the time of the quotation and may be adjusted up until receipt of a confirmed Purchase Order and approval to proceed with production.

Merchandise	Tax	Est.Freight / Handling	Net Quote Total
83.12	0.00	0.00	83.12

Thanks For Thinking Harrington.
Respectfully Garrett S. Beene
All Quotations are subject to review upon placement of order.
Freight/Handling and applicable taxes if not listed above will be added.
Harrington standard terms and conditions apply to this quote.

Harrington Industrial Plastics
1119 N Frisco Road
Sherman TX 75090

Fax

Quotation# 12405150
Written: GSB
Quote Date 06/24/25
Expire Date 07/24/25
Page 1 OF 1

Quotation

130629
KIEWIT INFRASTRUCTURE

PO BOX 452500
OMAHA, NE 68145-2500

Ship To:
KIEWIT / CITY OF SHERMAN

302 CLIFF HESTAND RD
SHERMAN, TX 75090-3580

Job:

RFQ#

Contact: DAREN MASON
Phone#: 858-780-0101
Fax:

Ship Via: CUSTOMER PICK UP
FOB / Delivery ARO: SHIPPING POINT
Frt-Terms: PREPAID FFA

Product/Description	Quantity	Price	U/M	Extension
829-015S 1-1/2" COUPLING S GRY PVC SCH80	10	3.95	EA	39.50
817-015S 1-1/2" 45 ELBOW S GRY PVC SCH80	10	6.21	EA	62.10

Harrington's standard Terms and conditions apply. Please visit https://www.hipco.com/terms-and-conditions-sale for the full Terms and Conditions

Due to recent volatility in U.S. government tariff regulations --whether enacted or under review--all quotes remain provisional and are subject to price adjustments or surcharges. Pricing provided is valid for 24 hours from the time of the quotation and may be adjusted up until receipt of a confirmed Purchase Order and approval to proceed with production.

Merchandise	Tax	Est.Freight / Handling	Net Quote Total
101.60	0.00	0.00	101.60

Thanks For Thinking Harrington.
Respectfully Garrett S. Beene
All Quotations are subject to review upon placement of order.
Freight/Handling and applicable taxes if not listed above will be added.
Harrington standard terms and conditions apply to this quote.

Harrington Industrial Plastics
1119 N Frisco Road
Sherman TX 75090

Fax

Quotation# 12405166
Written: GSB
Quote Date 06/26/25
Expire Date 07/26/25
Page 1 OF 1

Quotation

130629
KIEWIT INFRASTRUCTURE

PO BOX 452500
OMAHA, NE 68145-2500

Ship To:
KIEWIT / CITY OF SHERMAN

302 CLIFF HESTAND RD
SHERMAN, TX 75090-3580

Job:

RFQ#

Contact: DAREN MASON
Phone#: 858-780-0101
Fax:

Ship Via: COMPANY TRUCK
FOB / Delivery ARO: SHIPPING POINT
Frt-Terms: PREPAID & CHARGE

Product/Description	Quantity	Price	U/M	Extension
806-015LSFS 1-1/2" 90 ELBOW LONG SWP S GRY PVC SCH80 FAB	10	46.25	EA	462.50

**STOCK SPEARS

Harrington's standard Terms and conditions apply. Please visit https://www.hipco.com/terms-and-conditions-sale for the full Terms and Conditions

Due to recent volatility in U.S. government tariff regulations --whether enacted or under review--all quotes remain provisional and are subject to price adjustments or surcharges. Pricing provided is valid for 24 hours from the time of the quotation and may be adjusted up until receipt of a confirmed Purchase Order and approval to proceed with production.

Merchandise	Tax	Est.Freight / Handling	Net Quote Total
462.50	0.00	0.00	462.50

Thanks For Thinking Harrington.
Respectfully Garrett S. Beene
All Quotations are subject to review upon placement of order.
Freight/Handling and applicable taxes if not listed above will be added.
Harrington standard terms and conditions apply to this quote.

Harrington Industrial Plastics
1119 N Frisco Road
Sherman TX 75090

Fax

Quotation# 12405018
Written: GSB
Quote Date 06/10/25
Expire Date 07/10/25
Page 1 OF 1

Quotation

130629
KIEWIT INFRASTRUCTURE

PO BOX 452500
OMAHA, NE 68145-2500

Ship To:
KIEWIT / CITY OF SHERMAN

302 CLIFF HESTAND RD
SHERMAN, TX 75090-3580

Job:

RFQ#

Contact: JANET
Phone#: 858-780-0101
Fax:

Ship Via: CUSTOMER PICK UP
FOB / Delivery ARO: SHIPPING POINT
Frt-Terms: PREPAID FFA

Product/Description	Quantity	Price	U/M	Extension
800C-015 1-1/2" PIPE P/E CPVC SCH80	100	4.33	FT	433.00

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Due to recent volatility in U.S. government tariff regulations --whether enacted or under review--all quotes remain provisional and are subject to price adjustments or surcharges. Pricing provided is valid for 24 hours from the time of the quotation and may be adjusted up until receipt of a confirmed Purchase Order and approval to proceed with production.

Merchandise	Tax	Est.Freight / Handling	Net Quote Total
433.00	0.00	0.00	433.00

Thanks For Thinking Harrington.
Respectfully Garrett S. Beene
All Quotations are subject to review upon placement of order.
Freight/Handling and applicable taxes if not listed above will be added.
Harrington standard terms and conditions apply to this quote.

Sherman Branch
Harrington Industrial Plastics
1119 N Frisco Road
Sherman, TX 75090-2602

Order# 12404135
Location# 124
Date 07/14/25
Page 1 OF 1

** Acknowledgement **

130629
KIEWIT INFRASTRUCTURE

PO BOX 452500
OMAHA, NE 68145-2500

Ship To:
KIEWIT / CITY OF SHERMAN

302 CLIFF HESTAND RD
SHERMAN, TX 75090-3580

FOB:SHIPPING POINT Contact:NEALE MCMILLAN Tel#:858-780-0101

Cust P/O:4503963811 Reps:0000/5273 Terms:NET 30
Ord-Date:07/14/25 Written:GSB Order#:12404135 Ship Via:CUSTOMER PICK UP

Product/Description	Open	Picked	B/O	Price	U/M	Extension
817-020S 2" 45 ELBOW S GRY PVC SCH80	10 EXP-07/16/25	10 WHSE 124	0	8.87	EA	88.70
800-020 2" PIPE P/E PVC SCH80	80 EXP-07/16/25	80 WHSE 124	0	2.38	FT	190.40

Harrington's standard Terms and conditions apply. Please visit
https://www.hipco.com/terms-and-conditions-sale for the full
Terms and Conditions

.

Merchandise Total 279.10

PAPE-DAWSON ENGINEERS

DESIGN SUBMITTAL COMMENT - RESPONSE FORM
CITY OF SHERMAN - MAJOR INFRASTRUCTURE IMPROVEMENTS PROGRAM

Sherman
CLASSIC TOWN. BROAD HORIZON.

PROJECT TITLE: COSK - South WWTP - MBR

DOCUMENT NAME: **COSK-KWT-PCO-081 New Routing of Chemical Discharge Lines and Added Drain Lines at the Carbon and Alkalinity Tanks**

DOCUMENT TYPE: PCO

DOCUMENT NO.: PCO 081

PREPARER: Kiewit

DATE SUBMITTED: 7/22/2025

REVIEWERS: Plummer, Pape-Dawson

DATE RESPONSE REQUIRED: 8/22/2025

RESPONDERS (Program Design Consultant): Pape-Dawson

Comment No.	Document Section/Chapter/Appendix	Page/Exhibit No./ Drawing Sheet No.	Reviewer Name/ Initials	Comment		Response / Resolution	Comments Resolved (Yes/No)
1	Cost Breakdown Structure	4.1.7.1.1.1.1 Installation - Above Ground Small Bore Pipe (All-In) (PVC and CPVC) - Install of pipe, pipe supports, anchors, grout	TY	64 total manhours is the maximum observed for this work. Reduce hours.		This work was completed by the time the PCO was submitted. The LOE submitted was the actual LOE and is reflected in the actual cost to complete the scope of the Change. The request to reduce the LOE has not been justified more than feeling that it is excessive. CMAR was provided direction to proceed with the Change, and in efforts to complete the work in a timely manner and maintain schedule integrity, completed this Change work to the best of its ability in good faith, with the intent of getting paid for its efforts. If CMAR waited to complete this work at a later date, the labor and equipment necessary to complete the scope may have not been available. There is potential that labor would've needed to be remobilized, leading to additional cost.	yes

Comment No.	Document Section/Chapter/Appendix	Page/Exhibit No./ Drawing Sheet No.	Reviewer Name/ Initials	Comment		Response / Resolution	Comments Resolved (Yes/No)
2	Cost Breakdown Structure	4.1.7.1.2.1.1 Installation - Above Ground Small Bore Pipe (All-In) (PVC and CPVC) - Install of pipe, pipe supports, anchors, grout	TY	32 total manhours is the maximum observed for this work. Reduce hours.		This work was completed by the time the PCO was submitted. The LOE submitted was the actual LOE and is reflected in the actual cost to complete the scope of the Change. The request to reduce the LOE has not been justified more than feeling that it is excessive. CMAR was provided direction to proceed with the Change, and in efforts to complete the work in a timely manner and maintain schedule integrity, completed this Change work to the best of its ability in good faith, with the intent of getting paid for its efforts. If CMAR waited to complete this work at a later date, the labor and equipment necessary to complete the scope may have not been available. There is potential that labor would've needed to be remobilized, leading to additional cost.	yes

PLUMMER

Potential Change Order (PCO) Request

PROJECT NO:1422-005-03

PROJECT: South Wastewater Treatment Plant - MBR
OWNER: City of Sherman
CONTRACTOR: Kiewit Construction South
ENGINEER: Plummer Associates, Inc.
PCO NO.: 082

DESCRIPTION: **Electrical Updates to Veolia AHP System Solenoid Valves**

NOTIFICATION BY CONTRACTOR

The Contractor proposes to make the additions, modifications, or deletions to the Work described in the Contract Documents, as shown in Attachment "A" and requests that you take the following action:

- [x] Notify us that you concur that this change does not require a change in Contract time or amount and issue a Field Order.
- [ ] Issue a Change Order for performing the described change. Change in Contract amount is indicated in the attached detailed cost breakdown of labor, materials, equipment and all other costs associated with this change. Impacts on Contract Time are shown in the attached revised schedule.
- [ ] Authorize the Contractor to proceed with the described change. Payment will be requested at the unit price bid.
- [ ] Authorize the Contractor to proceed with the change under the time and materials provisions of the Contract.
- [ ] Authorize this change utilizing Approval of Contingency Fund.

By: Kory Kyllo Date: 8/5/2025

ENGINEER'S RESPONSE

We respond to your request as follows: **Recommended total Cost of PCO 082 s ($0.00)**

- [x] We concur that this is a no cost or time change. See attached/forthcoming Field Order No. / comments.
- [ ] Your proposal is recommended to the Owner with funding authorized by use of project Contingency Fund.
- [ ] Your proposal is recommended to the Owner. See attached/forthcoming proposed Change Order.
- [ ] Proceed with the change at the unit price bid.
- [ ] Proceed with the change under the time and materials provisions of the Contract.
- [ ] Additional information is required to evaluate this request. Provide information as described in the attached comments and resubmit.
- [ ] Potential Change Order Request is not accepted.

Construction Manager: Brian Beach Date: 8/20/25

Engineer: Date: 8-21-2025

Program Manager: Date: 8/21/25

Owner: Thom J Pruitt P.E. Date: 8/21/2025

PAPE-DAWSON ENGINEERS

Project: COSK South Wastewater Treatment Plant - MBR Project

Owner: City of Sherman

Subject: Potential Change Order Review Memorandum

PCO082 – Electrical Updates to Veolia AHP System Solenoid Valves

Date: 8/13/25

This Potential Change Order (PCO) is provided in response to Work Change Directive 0042. WCD 0042 was issued on 7/25/2025 to provide for electrical modifications needed to provide power to solenoid valves required by the Veolia AHP System. The solenoid valves were not expected by design, however the vendor (Veolia) system does need them. The necessary electrical modifications were completed by the electrical contractor without the need to add cost.

Below is a summary table of the history of this Potential Change Order (PCO) showing all submittals and total cost. Written comments and responses that were made on the PCO are included at the end of the PCO documentation.

ID Number	Source (WCD, RFI, PCM)	Title	Submitted Date	Response Date	Total Cost or (Credit)
PCO 082	WCD 042	Electrical Updates to Veolia AHP System Solenoid Valves	8/6/2025	8/13/2025	$0.00

Reviews were provided by Plummer and Pape Dawson. It is the opinion of the combined project team that the cost provided in the final revision is an accurate cost for the work needed and approval is recommended.

POTENTIAL CHANGE ORDER

Kiewit

Date: 07/30/2025	Potential Change Order #: PCO-0082	Revision #: 0
To: City of Sherman (COS) 220 W. Mulberry Street Sherman, TX 75090	Contract #: 1513-U Construction Manager at Risk (CMAR)	Project: South WWTP - MBR

Drawing, Specification, Equipment Number or Other Reference: WCD-042 Veolia AHP System Solenoid Valves

Description of the Proposed Change Order Work: Electrical Updates to Veolia AHP System Solenoid Valves

CMAR received WCD-042 Veolia AHP System Solenoid Valves on July 25th, 2025. CMAR is providing this PCO in accordance with General Conditions 1.01 A. 51., 10.01 A. and B., and 10.03 A. This PCO is also submitted in accordance with General Conditions 12.01.B.2 and the value of the Work will be determined by a mutually agreed lump sum. This mutually agreed lump sum is only applicable to this specific PCO-0082.

PCO-0082 consists of electrical updates to the Veolia AHP system solenoid valves. This includes the addition of a receptacle to the right side of the dryer for drain solenoids in the south east corner of the pump room. It also adds a receptacle for a drain solenoid in the air compressor area on the south exterior slab of the MBR Support Building.

There is no cost and/or schedule impact from the additional scope identified in this PCO.

Kiewit Water Facilities South Co.'s proposal for this package represents $0.00

Kiewit has marked pages in this document “confidential” as they contain proprietary rates and other information that are trade secrets in reference to Texas Government Code 552.110.

This quote is valid for 30 days from date of submission in accordance with General Conditions 10.05 C. CMAR reserves the right to update the cost if those 30 days are exceeded.

Construction				**Estimated Effect on Contract Price**
Lump Sum ($)				Change Impact ($)
$0.00				**$0.00**

Detailed components of above categories must accompany this estimate (discipline, craft, commodity of material, etc.)

Estimated Effect on Project Schedule (calendar days)		**Estimated Effect on Contract Terms**
Substantial Completion	N/A	N/A
Final Completion	N/A	N/A

Recommended by: Kiewit Water Facilities South Co.

Project Manager: _____ 8/5/2025

Contractor — Date

Basis of Estimate: Electrical Updates to Veolia AHP System Solenoid Valves

Summary

1. **A – Direct Cost (Labor)**	Sub-Total	$0.00
2. **B – Direct Cost (Supervision)**	Sub-Total	$0.00
3. **C – Direct Cost (PM, Supplies, Equipment, Subs)**	Sub-Total	$0.00
4. **D – Indirect Cost**	Sub-Total	$0.00
5. **E – Est. B&I / COMM (1.50%)**	Sub-Total	$0.00
6. **F – G&A (9.622%)**	Sub-Total	$0.00
7. **G – Fee (8.50%)**	Sub-Total	$0.00
	Grand Total	**$0.00**

Initiator

Plummer issuance of WCD-042 Veolia AHP System Solenoid Valves.

Merit

Plummer issuance of WCD-042 Veolia AHP System Solenoid Valves.

Summary

Attached is an email from Alterman stating that there is no cost change pertaining to WCD-042.

Kiewit Water Facilities South Co. has no cost change pertaining to WCD-042.

Attachments

1. COSK-PSE-WCD0042 Veolia AHP System Solenoid Valves
2. Alterman email for no cost change for WCD-042

KIEWIT WATER FACILITIES SOUTH CO.
2050 Roanoke Rd, Westlake, TX 76262

Project:	South Wastewater Treatment Plant - MBR	**Project Number:**	
Owner:	Greater Texoma Utility Authority/City of Sherman	1513-U	
Contractor:	Kiewit Water Facilities South Co.	105718	
Engineer:	Plummer Associates	1422-005-02	

Work Change Directive No.: 42 **Description:** Veolia AHP System Solenoid Valves

Specification: N/A

Drawing No.: multiple **Detail Description:** Veolia AHP System Solenoid Valves

Make the following additions, modifications, or deletions to the Work described in the Contract Documents:

Provide electrical updates as indicated on attached drawings listed below.

Drawings:
E-559, Rev 5, 6/23/2025
E-562, Rev 1, 6/23/2025

Purpose of Work Change Directive:

To provide power to solenoid valves provided by Veolia.

The Owner directs the Contractor to proceed with Work described in this Work Change Directive. Compensation for this Work will be determined using the methods described below. Costs for the Work Change Directive may not exceed the total authorized compensation shown for this Work Change Directive shown below without authorization of the Owner by other Work Change Directives or by Change Order. Contractor is to submit a Change Proposal when impacts on Contract Price and Contract Times can be determined. A Change Order or Contract Amendment is to be issued to incorporate changes in Contract Price and / or Contract Times.

Basis of Compensation:

☐ Unit Prices ☒ Lump Sum calculated using Cost of Work provisions in General Conditions Paragraph 12.01

☐ Time and Materials using Cost of Work provisions in General Conditions Paragraph 12.01

☐ Allowance based on provisions in General Conditions Paragraph 11.02.

Required Documentation:

☒ Detailed cost breakdown attached showing labor, materials, equipment and all other costs for this change

☒ Schedule attached to show impacts and justification for requested change in Contract Times if applicable

Compensation for this Work Change Directive may not exceed: $ N/A

Project:	South Wastewater Treatment Plant - MBR	**Project Number:**	
Owner:	Greater Texoma Utility Authority/City of Sherman		1513-U
Contractor:	Kiewit Water Facilities South Co.		105718
Engineer:	Plummer Associates		1422-005-02

Recommended by: Design Engineer

Name: [signature] Date: 7.15.2025

Recommended by: Project Construction Manager

Name: [signature] Date: 7/9/25

Approved by: Kiewit Water Facilities South Co.

Name: [signature] Date:

Approved by: Program Manager

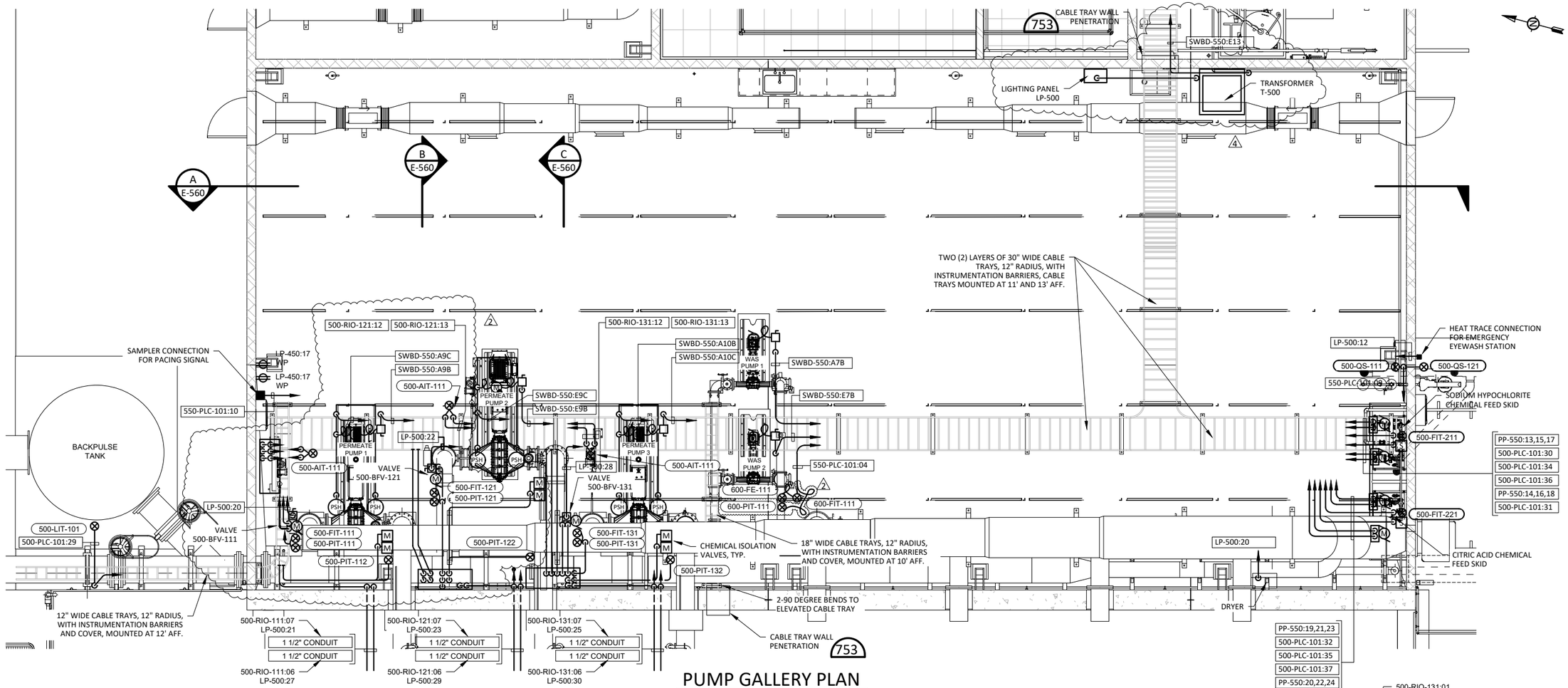
Name: [signature] Date: 7/22/25

Approved by: Greater Texoma Utility Authority

Name: [signature] Date: 7/25/2025

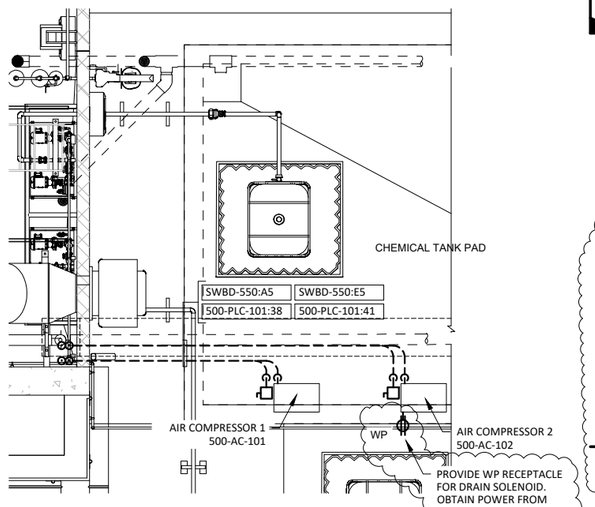
Approved by: City of Sherman

Name: [signature] P.E. Date: 7/22/25



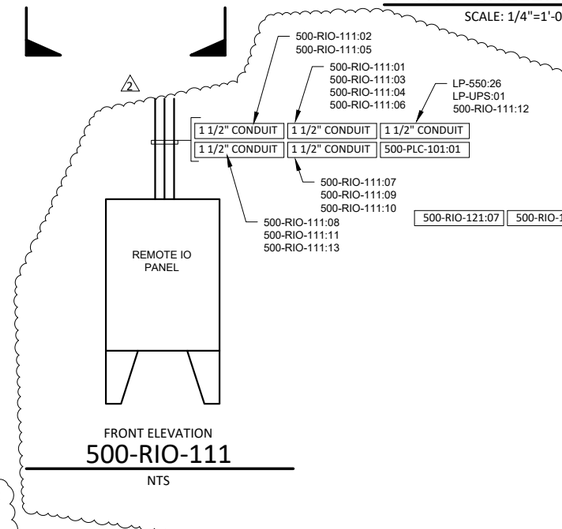
PUMP GALLERY PLAN

SCALE: 1/4"=1'-0"



AIR COMPRESSOR AREA PLAN

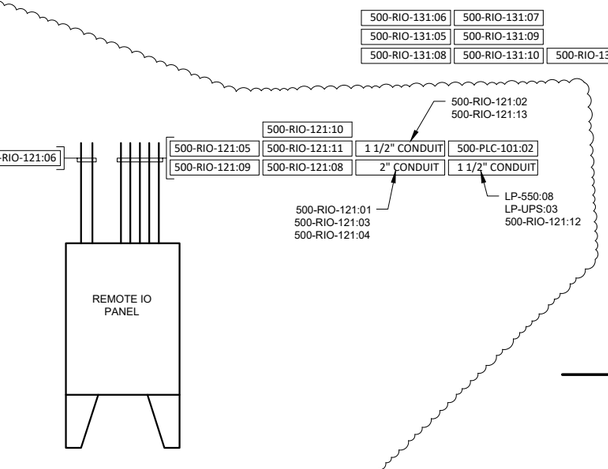
SCALE: 1/4"=1'-0"



FRONT ELEVATION

500-RIO-111

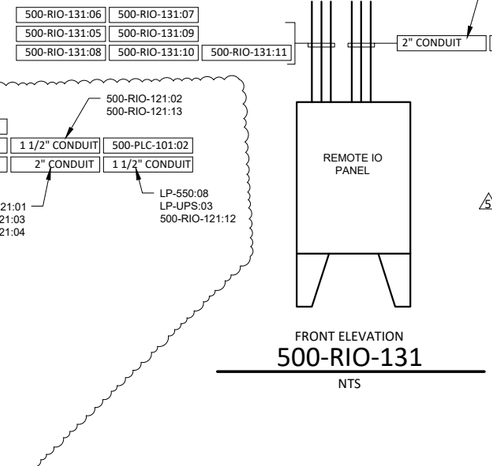
NTS



FRONT ELEVATION

500-RIO-121

NTS



FRONT ELEVATION

500-RIO-131

NTS

5 NOTES:REVISION 0, ISSUED ON 2/15/24, AND REVISION 1, ISSUED ON 5/3/24, WERE REMOVED FROM THE TITLE BLOCK.

ELECTRICAL ABOVE GROUND PACKAGE BP07-002 CONTRACTOR NOTES:

1. REFER TO SHEET E-001 FOR ADDITIONAL NOTES.

PLUMMER
1320 S UNIVERSITY DR. STE 300 | FORT WORTH, TX 76107
817.806.1700 | TBPE REGISTERED FIRM NUMBER F-13

REV	DATE	REVISION	BY
5	6.23.25	WCD-42	PNM
4	4.17.25	WCD-39 R1	PNM
3	3.11.25	WCD-39	PNM
2	12.02.24	WCD-37	PNM

Sherman
CLASSIC TOWN. BROAD HORIZON.

CITY OF SHERMAN
SOUTH WASTEWATER TREATMENT PLANT - MBR

ELECTRICAL
MEMBRANE SUPPORT BUILDING
PUMP GALLERY POWER PLAN

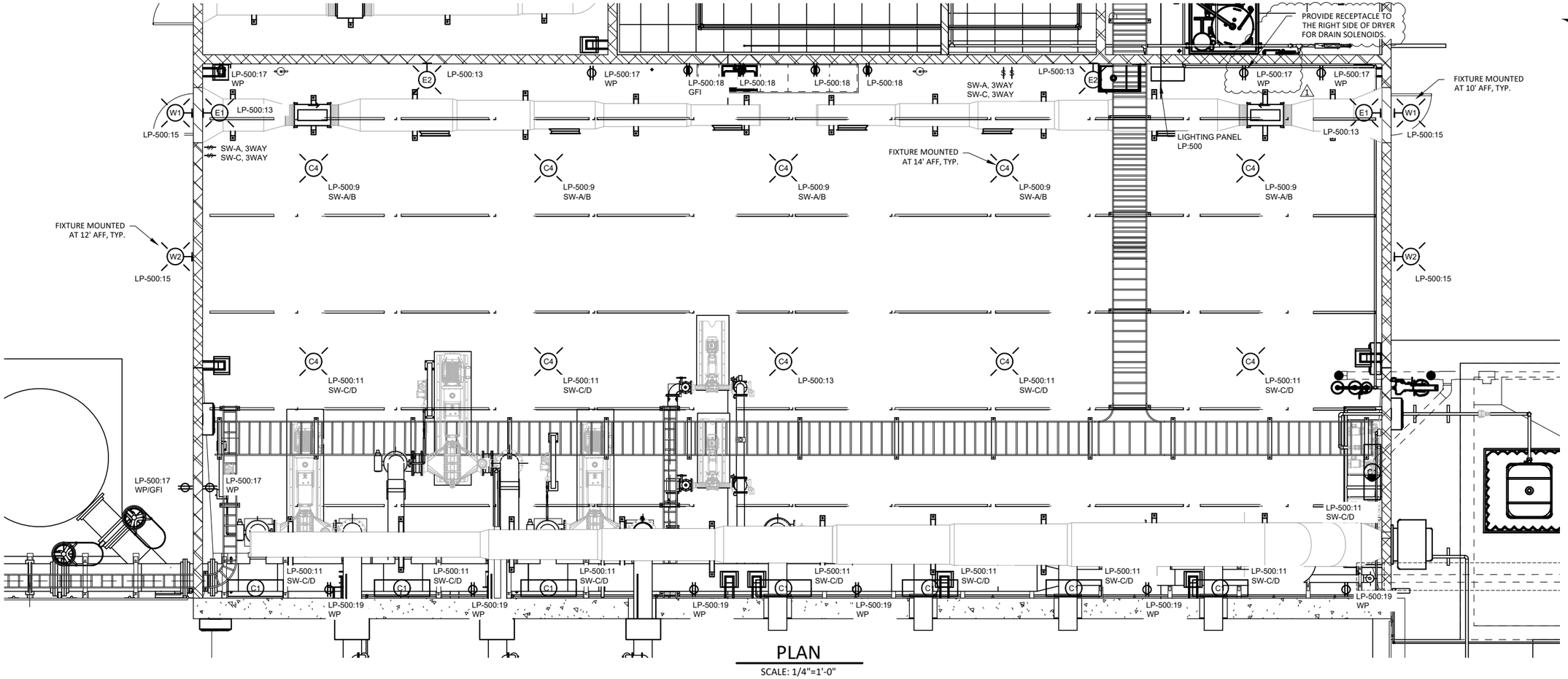
STATE OF TEXAS
PATRICK N. MOSELEY
72794
REGISTERED
PROFESSIONAL ENGINEER
6/23/25

IF THIS BAR DOES NOT MEASURE ONE INCH, DRAWING IS NOT TO LABELED SCALE

DESIGNED P. MOSELEY
DRAWN E. ANDERSON
CHECKED N. TOUSSAINT
REVIEWED P. MOSELEY

Seq. 1
Dwg. No. E-559
1422-005-02

PRINTED: 6/26/2025 9:16 AM C:\Users\pmoseley\DocsACCDocs\plummer associates\plc group\project files\1422 - sherman\1422-005-02_mbr_plant\ACAD\SHEETS\ELECTVE-559.dwg SAVED: 6/26/2025 9:16 AM SAVED BY: Pmoseley USER: Moseley, Patrick



PLAN

SCALE: 1/4"=1'-0"

ELECTRICAL ABOVE GROUND PACKAGE BP07-002 CONTRACTOR NOTES:

1. REFER TO SHEET E-001 FOR ADDITIONAL NOTES.

PLUMMER
1320 S UNIVERSITY DR. STE 300 | FORT WORTH, TX 76107
817.806.1700 | TBPE REGISTERED FIRM NUMBER F-13

REV	DATE	REVISION	BY
1	6.23.25	WCD-42	PNM
0	2.15.24	IFC - ELECTRICAL BP07	PNM

Sherman
CLASSIC TOWN. BROAD HORIZON.

CITY OF SHERMAN
SOUTH WASTEWATER TREATMENT PLANT - MBR

ELECTRICAL
MEMBRANE SUPPORT BUILDING
PUMP GALLERY LIGHTING PLAN

STATE OF TEXAS
PATRICK N. MOSELEY
72794
REGISTERED
PROFESSIONAL ENGINEER
6/23/25

IF THIS BAR DOES NOT MEASURE ONE INCH, DRAWING IS NOT TO LABELED SCALE

DESIGNED	P. MOSELEY
DRAWN	E. ANDERSON
CHECKED	N. TOUSSAINT
REVIEWED	P. MOSELEY

Seq.

Dwg. No. E-562

1422-005-02

PRINTED: 6/25/2025 9:51 PM C:\Users\pmoseley\DC\ACCDocs\plummer associates\etc group\project files\1422 - sherman\1422-005-02_mbr_plant\ACAD\SHEETS\ELECT\E-562.dwg SAVED: 6/25/2025 9:50 PM SAVED BY: Pmoseley USER: Moseley, Patrick

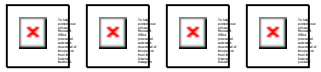
John.Lavelle

From: Joseph Lubischer <Joseph.Lubischer@goalterman.com>
Sent: Tuesday, July 29, 2025 6:36 AM
To: Chandler.Petersen
Cc: Bobby.Martin1; Jissel.Ramirez; Christian.Castro; Charles.Wampler; John.Lavelle; JosephD.Garcia; Jim.Burgin
Subject: RE: [EXTERNAL] WCD 0042 Veolia AHP System Solenoid Valves

Good Morning. This will be a no cost Change order.

Joseph Lubischer
Senior Project Manager

210.496.6888
7805 N Loop 1604 E, Live Oak, TX 78233
joseph.lubischer@goalterman.com
www.goalterman.com



From: Chandler.Petersen <Chandler.Petersen@kiewit.com>
Sent: Monday, July 28, 2025 9:42 AM
To: Randy Ritzenthaler <Randy.Ritzenthaler@goalterman.com>; Bradley Ray <Bradley.Ray@goalterman.com>; Joseph Lubischer <Joseph.Lubischer@goalterman.com>; Shane Hazard <Shane.Hazard@goalterman.com>
Cc: Bobby.Martin1 <Bobby.Martin1@kiewit.com>; Jissel.Ramirez <Jissel.Ramirez@ticus.com>; Christian.Castro <Christian.Castro@Kiewit.com>; Charles.Wampler <Charles.Wampler@kiewit.com>; John.Lavelle <John.Lavelle@Kiewit.com>; JosephD.Garcia <JosephD.Garcia@kiewit.com>; Jim.Burgin <Jim.Burgin@kiewit.com>
Subject: [EXTERNAL] WCD 0042 Veolia AHP System Solenoid Valves
Importance: High

Good morning,

See the attached WCD-0042 for providing power to the Solenoid Valves.

Please review and inform the team copied on this email of any cost or schedule impacts by the close of business Friday (8/1).

Thank you,

Sherman
BROAD HORIZONS | WWTP CMAR

Chandler Petersen
Supply Chain Specialist
CITY OF SHERMAN CMAR
302 Cliff Hestand Rd Sherman TX, 75090
O: 303-723-7194 M:430-666-1420
Kiewit.com

PLUMMER

Potential Change Order (PCO) Request

PROJECT NO:1422-005-03

PROJECT: South Wastewater Treatment Plant - MBR

OWNER: City of Sherman

CONTRACTOR: Kiewit Construction South

ENGINEER: Plummer Associates, Inc.

PCO NO.: 084

DESCRIPTION: **Electrical Scope Growth From New Network Architecture Drawings**

NOTIFICATION BY CONTRACTOR

The Contractor proposes to make the additions, modifications, or deletions to the Work described in the Contract Documents, as shown in Attachment "A" and requests that you take the following action:

- ☐ Notify us that you concur that this change does not require a change in Contract time or amount and issue a Field Order.
- ☒ Issue a Change Order for performing the described change. Change in Contract amount is indicated in the attached detailed cost breakdown of labor, materials, equipment and all other costs associated with this change. Impacts on Contract Time are shown in the attached revised schedule.
- ☐ Authorize the Contractor to proceed with the described change. Payment will be requested at the unit price bid.
- ☐ Authorize the Contractor to proceed with the change under the time and materials provisions of the Contract.
- ☐ Authorize this change utilizing Approval of Contingency Fund.

By: Kory Kyllo Date: 8/19/2025

ENGINEER'S RESPONSE

We respond to your request as follows: **Recommended total Value of PCO 084 is $12,254.11**

- ☐ We concur that this is a no cost or time change. See attached/forthcoming Field Order No. / comments.
- ☐ Your proposal is recommended to the Owner with funding authorized by use of project Contingency Fund.
- ☒ Your proposal is recommended to the Owner. See attached/forthcoming proposed Change Order.
- ☐ Proceed with the change at the unit price bid.
- ☐ Proceed with the change under the time and materials provisions of the Contract.
- ☐ Additional information is required to evaluate this request. Provide information as described in the attached comments and resubmit.
- ☐ Potential Change Order Request is not accepted.

Construction Manager: Brian Beach Date: 8/28/25

Engineer: Date: 08/28/25

Program Manager: Date: 8/28/25

Owner: Thom J Pruitt P.E. Date: 8/29/2025

PAPE-DAWSON ENGINEERS

Project: COSK South Wastewater Treatment Plant - MBR Project

Owner: City of Sherman

Subject: Potential Change Order Review Memorandum

PCO084 – Electrical Scope Growth From New Network Architecture Drawings

Date: 8/27/25

This Potential Change Order (PCO) is provided in response to FO 022. FO 022 was issued on 6/25/2022 to provide for Network Architecture to the plant SCADA system at the IPS, PTU, Blower Building and MBR Support Building. This PCO provides for all labor, material, supervision, and equipment to install the added items.

Below is a summary table of the history of this Potential Change Order (PCO) showing all submittals and total cost. Written comments and responses that were made on the PCO are included at the end of the PCO documentation

ID Number	Source (WCD, RFI, PCM)	Title	Submitted Date	Response Date	Total Cost or (Credit)
PCO 084	FO 022	Electrical Scope Growth From New Network Architecture Drawings	8/6/2025	8/27/2025	$12,254.11

Reviews were provided by Plummer and Pape Dawson. It is the opinion of the combined project team that the cost provided in the final revision is an accurate cost for the work added and approval is recommended.

POTENTIAL CHANGE ORDER

Kiewit

Date: 08/05/2025	Potential Change Order #: PCO-0084	Revision #: 0
To: City of Sherman (COS) 220 W. Mulberry Street Sherman, TX 75090	Contract #: 1513-U Construction Manager at Risk (CMAR)	Project: South WWTP - MBR

Drawing, Specification, Equipment Number or Other Reference: Field Order #22 – Network Architecture Drawings

Description of the Proposed Change Order Work: Electrical Scope Growth From New Network Architecture Drawings

CMAR received Field Order #22 Network Architecture Drawings on June 25th, 2025. CMAR is providing this PCO in accordance with General Conditions 1.01 A. 51., 10.01 A. and B., and 10.03 A. This PCO is also submitted in accordance with General Conditions 12.01.B.2 and the value of the Work will be determined by a mutually agreed lump sum. This mutually agreed lump sum is only applicable to this specific PCO-0084.

PCO-0084 consists of four new Contract Drawings, IC-101, IC-102, IC-103, and IC-104. These drawings provide architectural network diagrams for the Influent Pump Station (IPS), Preliminary Treatment Unit (PTU), Blower Building, and the MBR Support Building.

CMAR is still analyzing schedule impacts from the additional scope identified in this PCO.

Kiewit Water Facilities South Co.'s proposal for this package represents $12,254.11

This estimate is based on a 6-day workweek, 10 hours per day.

Kiewit has marked pages in this document “confidential” as they contain proprietary rates and other information that are trade secrets in reference to Texas Government Code 552.110.

This quote is valid for 30 days from date of submission in accordance with General Conditions 10.05 C. CMAR reserves the right to update the cost if those 30 days are exceeded.

Construction				**Estimated Effect on Contract Price**
Lump Sum ($)				Change Impact ($)
$12,254.11				**$12,254.11**

Detailed components of above categories must accompany this estimate (discipline, craft, commodity of material, etc.)

Estimated Effect on Project Schedule (calendar days)		**Estimated Effect on Contract Terms**
Substantial Completion	N/A	N/A
Final Completion	N/A	N/A

Recommended by: Kiewit Water Facilities South Co

Project Manager: _____ 8/5/2025

Contractor Date

Basis of Estimate: Electrical Scope Growth From New Network Architecture Drawings

Summary

1. **A – Direct Cost (Labor)**	Sub-Total	$0.00
2. **B – Direct Cost (Supervision)**	Sub-Total	$0.00
3. **C – Direct Cost (PM, Supplies, Equipment, Subs)**	Sub-Total	$10,161.25
4. **D – Indirect Cost**	Sub-Total	$0.00
5. **E – Est. B&I / COMM (1.50%)**	Sub-Total	$152.42
6. **F – G&A (9.622%)**	Sub-Total	$992.38
7. **G – Fee (8.50%)**	Sub-Total	$948.06
	Grand Total	**$12,254.11**

Initiator

Plummer issuance of FO#22 – Network Architecture Drawings.

Merit

Plummer issuance of FO#22 – Network Architecture Drawings.

Summary

CMAR received Field Order #22 Network Architecture Drawings on June 25th, 2025. The field order consisted of four new Contract Drawings, IC-101, IC-102, IC-103, and IC-104. These drawings provide architecture network diagrams for the Influent Pump Station (IPS), Preliminary Treatment Unit (PTU), Blower Building, and the MBR Support Building. This additional information and scope requires additional ethernet surge and patch cable and an additional ethernet switch for 450-PLC-101.

See attachments for a breakdown.

1. **A - Direct Cost (Labor)**

Total	$0.00

No Direct Cost (Labor) for PCO-0084.

2. **B - Direct Cost (Supervision)**

KIEWIT WATER FACILITIES SOUTH CO.
2050 Roanoke Rd, Westlake, TX 76262

Total	$900.00

No Direct Cost (Supervision) for PCO-0084.

3. **C - Direct Cost (PM, Supplies, Equipment, Subs)**

Total	$10,161.25

The following is captured under C - Direct Cost (PM, Supplies, Equipment, Subs): Permanent material, supplies, and labor to install the networking connections per the newly provided IC Drawings.

See attachments for a breakdown.

4. **D - Indirect Cost**

Total	$0.00

5. **E - Est. B&I / COMM (1.50%)**

Total	$152.42

Est. Bond and Insurance / Commercial required for PCO-0084.

6. **F - G&A (9.622%)**

Total	$992.38

General and Administrative expenses required for PCO-0084.

7. **G - Fee (8.50%)**

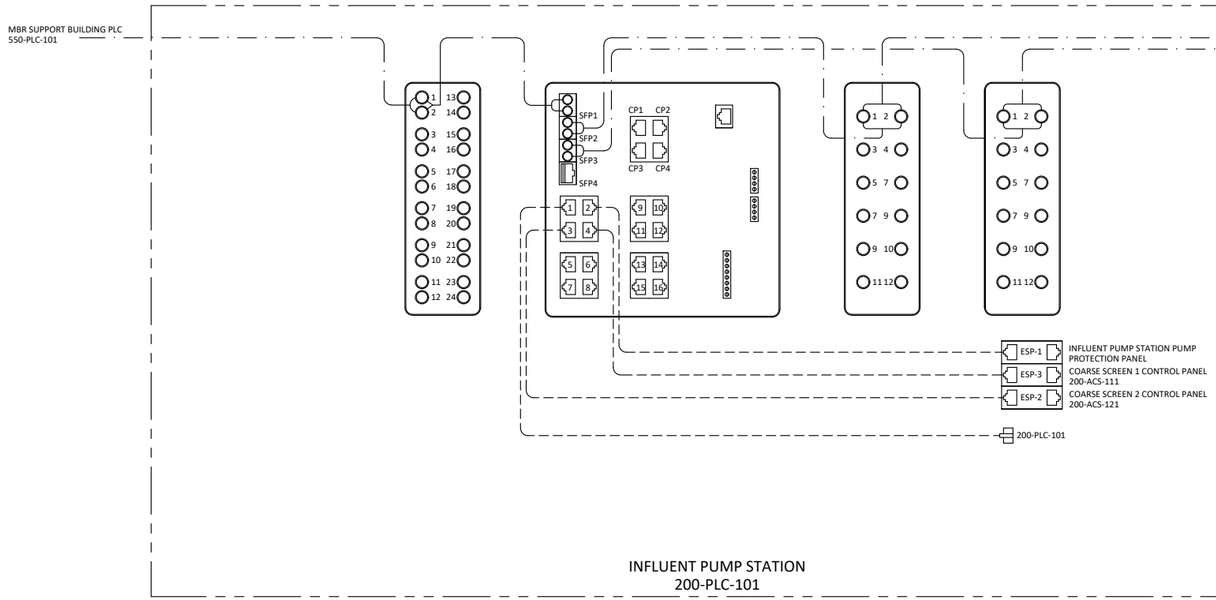
Total	$948.06

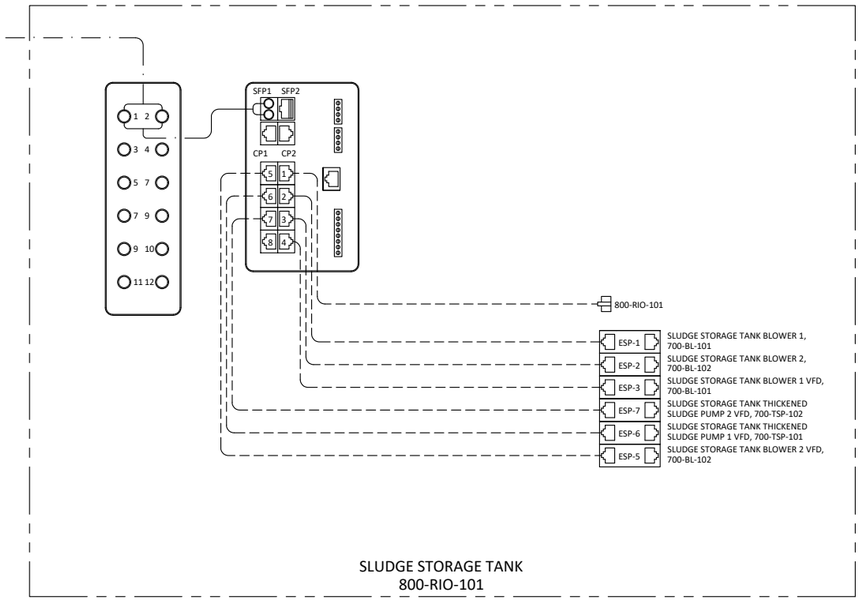
Attachments

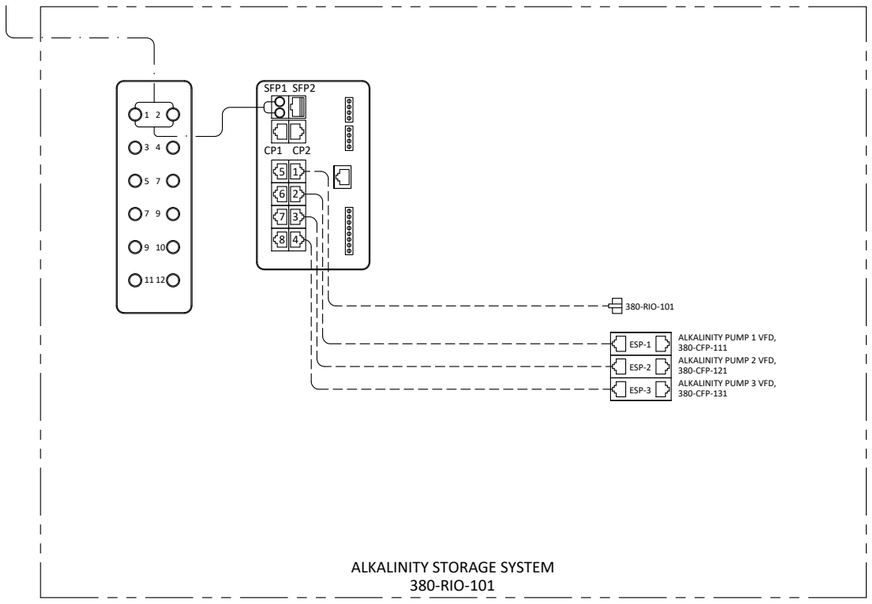
1. FO#22 Network Architecture Drawings
2. Alterman Cost Proposal No. 34

KIEWIT WATER FACILITIES SOUTH CO.
2050 Roanoke Rd, Westlake, TX 76262

PCO-0084				
A	**DIRECTS - Labor**			
		LABOR	$	-
B	**DIRECTS - Supervision**			
		Supervision	$	-
C	**DIRECTS - Equip, PM, Supply, Subs**			
		Total	$	10,161.25
D	**Indirect Cost**			
		Itemized	$	-
E	**Est. Bonds/Insurance**			
	(on A, B, C, D)	1.50%	$	152.42
F	**G&A**			
	(on B, C, D, E)	9.622%	$	992.38
G	**Fee**			
	(on C, F)	8.50%	$	948.06
		TOTAL	**$**	**12,254.11**







EQUIPMENT NAME	EQUIPMENT TAG	IP ADDRESS
IPS PLC PANEL	PLC 200 ENBT MODULE	10.121.1.9
IPS PLC PANEL	200-PLC-101	10.121.1.10
IPS PUMPS	PUMP PROTECTION PANEL	10.121.1.11
COARSE SCREEN ONE	200-ACS-111	10.121.1.15
COARSE SCREEN ONE	OIT	10.121.1.16
COARSE SCREEN TWO	200-ACS-121	10.121.1.20
COARSE SCREEN TWO	OIT	10.121.1.21
ALKALINITY RIO PANEL	380-RIO-101	10.121.1.30
ALKALINITY FEED PUMP	380-CFP-111 (VFD 1)	10.121.1.31
ALKALINITY FEED PUMP	380-CFP-121 (VFD 2)	10.121.1.32
ALKALINITY FEED PUMP	380-CFP-131 (VFD 3)	10.121.1.33
ALKALINITY SYSTEM	SPARE	10.121.1.34
ALKALINITY SYSTEM	SPARE	10.121.1.35
SLUDGE STORAGE RIO PANEL	800-RIO-101	10.121.1.40
SLUDGE STORAGE TANK BLOWER 1	800-BL-111 (VFD 1)	10.121.1.41
SLUDGE STORAGE TANK BLOWER 2	800-BL-121 (VFD 2)	10.121.1.42
SLUDGE TRANSFER PUMP 1	800-STP-111 (VFD 1)	10.121.1.43
SLUDGE TRANSFER PUMP 2	800-STP-121 (VFD 2)	10.121.1.44
SLUDGE STORAGE TANK BLOWER 1	800-BL-111 (CONTROLLER)	10.121.1.45
SLUDGE STORAGE TANK BLOWER 2	800-BL-121 (CONTROLLER)	10.121.1.46

200-PLC-101 IP ADDRESS

NTS

PLUMMER
1320 S UNIVERSITY DR, STE 300 | FORT WORTH, TX 76107
817.806.1700 | TBPE REGISTERED FIRM NUMBER F-13

REV	DATE	REVISION	BY
1	6.12.25	FIELD ORDER FO-22	PNM

Sherman
CLASSIC TOWN, BROAD HORIZON

CITY OF SHERMAN
SOUTH WASTEWATER TREATMENT PLANT - MBR

SHERMAN WWTP

IPS NETWORK DIAGRAM

STATE OF TEXAS
PATRICK N. MOSELEY
72794
LICENSED
PROFESSIONAL ENGINEER

IF THIS BAR DOES NOT MEASURE ONE INCH, DRAWING IS NOT TO LABELED SCALE

DESIGNED P. MOSELEY
DRAWN E. ANDERSON
CHECKED N. TOUSSAINT
REVIEWED P. MOSELEY

Seq. 1
Dwg. No. IC-101
1422-005-02

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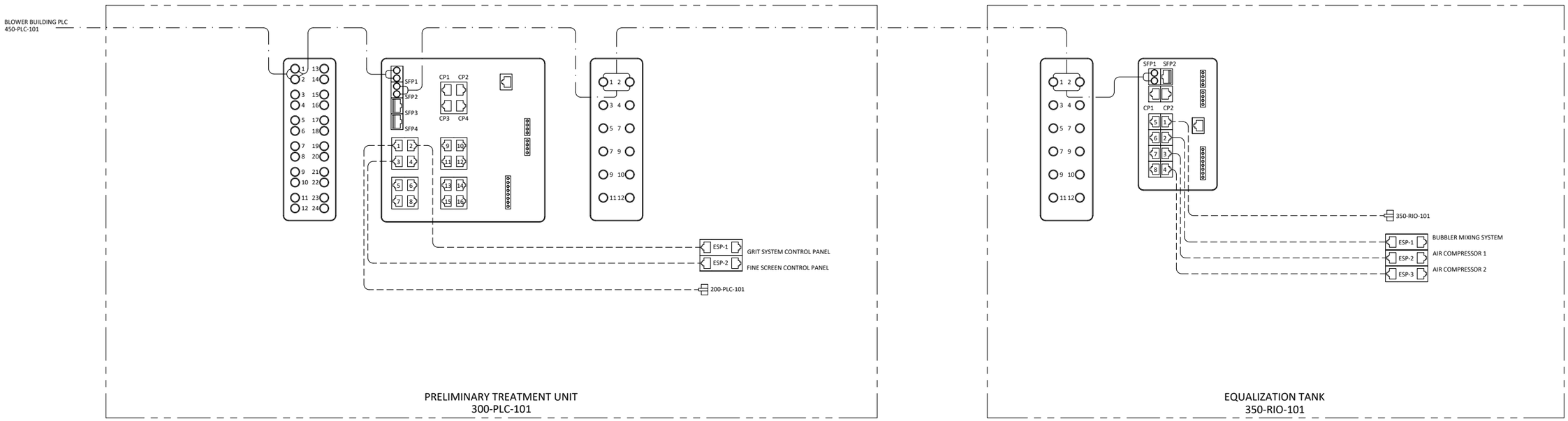

EQUIPMENT NAME	EQUIPMENT TAG	IP ADDRESS
PTU PLC PANEL	300-PLC-101 (PLC)	10.121.1.130
PTU PLC PANEL	PLC 300 ENBT MODULE	10.121.1.131
GRIT SYSTEM	310-GS-111 (PLC)	10.121.1.135
GRIT SYSTEM	HMI	10.121.1.136
FINE SCREENS	320-FS-111	10.121.1.140
FINE SCREENS	HMI	10.121.1.141
EQUALIZATION BASIN RIO PANEL	330-RIO-101	10.121.1.145
LARGE BUBBLER SYSTEM	330-PLC-101	10.121.1.150
LARGE BUBBLER SYSTEM	HMI	10.121.1.151
LARGE BUBBLER SYSTEM (COMPRESSOR 1)	330-CMP-101	10.121.1.152
LARGE BUBBLER SYSTEM (COMPRESSOR 2)	330-CMP-102	10.121.1.153

300-PLC-101 IP ADDRESS

NTS

PLUMMER
1320 S UNIVERSITY DR, STE 300 | FORT WORTH, TX 76107
817.806.1700 | TBPE REGISTERED FIRM NUMBER F-13

REV	DATE	REVISION	BY
1	6.12.25	FIELD ORDER FO-22	PMM

Sherman
CLASSIC TOWN, BROAD HORIZON

CITY OF SHERMAN
SOUTH WASTEWATER TREATMENT PLANT - MBR

SHERMAN WWTP

PTU NETWORK DIAGRAM

PATRICK N. MOSELEY
72794
REGISTERED
STATE OF TEXAS
6/25/25

IF THIS BAR DOES NOT MEASURE ONE INCH, DRAWING IS NOT TO LABELED SCALE

DESIGNED P. MOSELEY
DRAWN E. ANDERSON
CHECKED N. TOUSSAINT
REVIEWED P. MOSELEY

Seq. 1
Dwg. No. IC-102
1422-005-02

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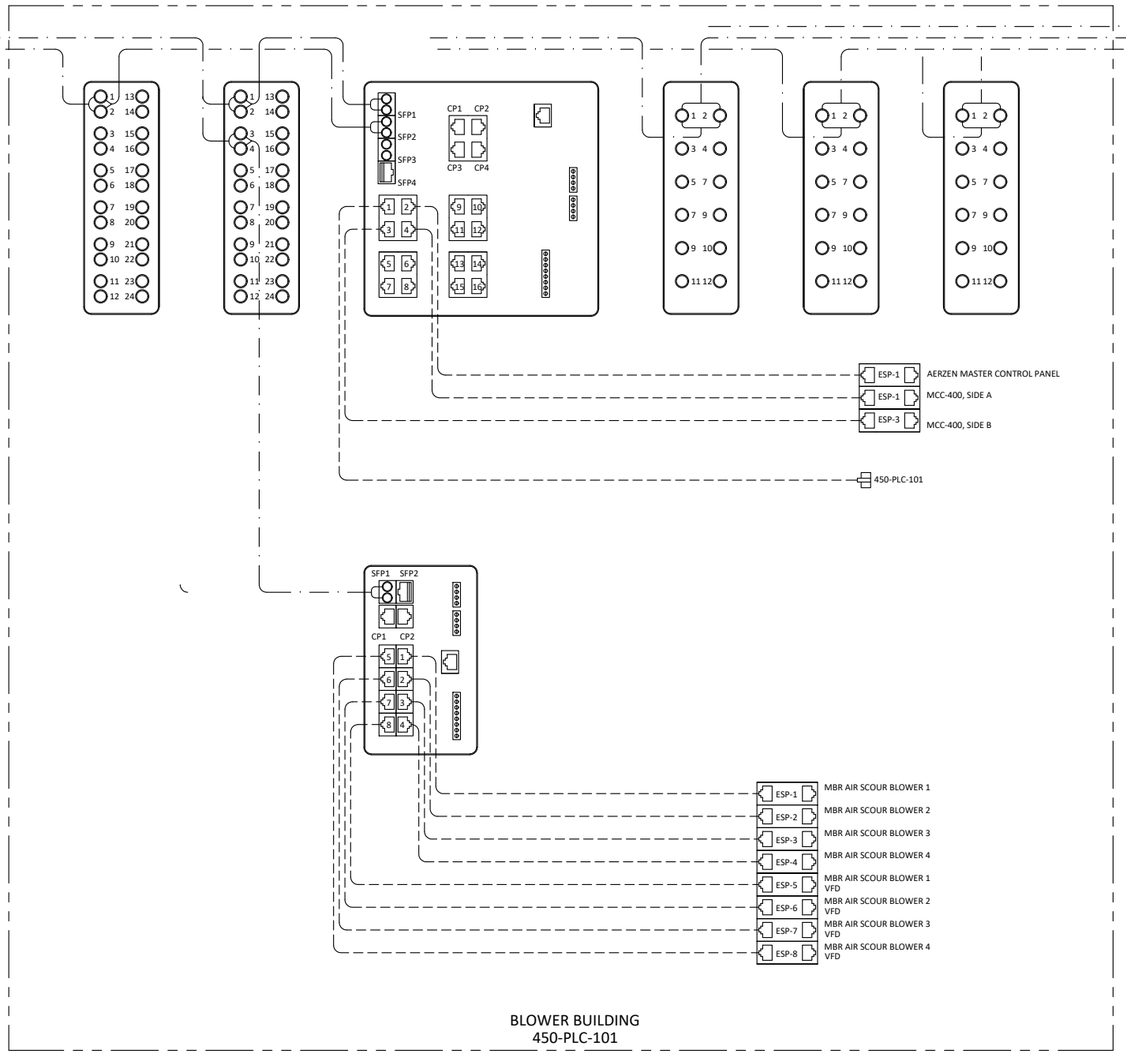

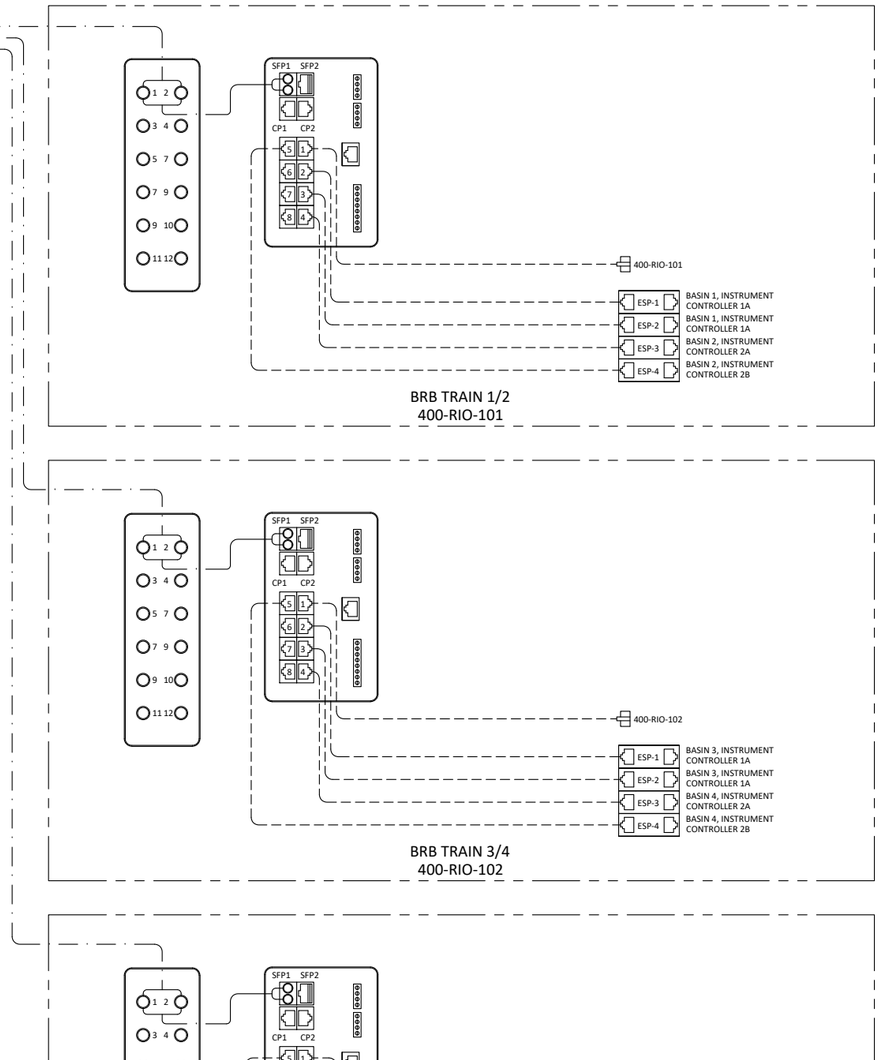

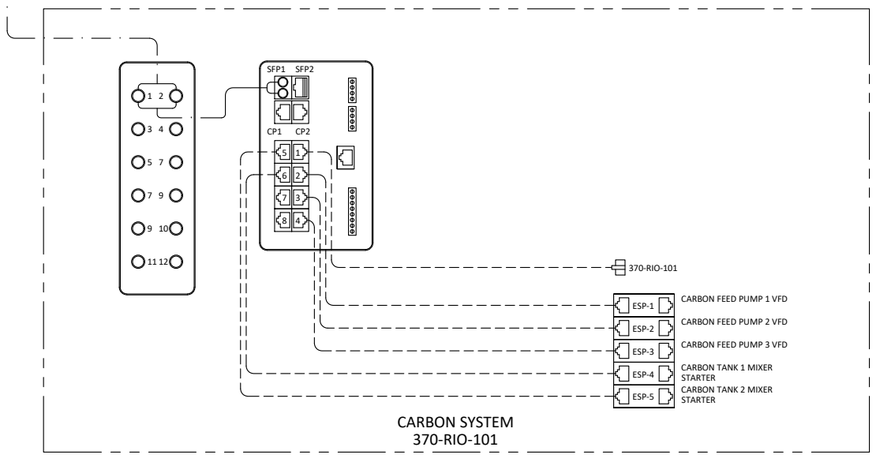

GENERAL NOTES:

1. REFER TO IC-104 FOR 450-PLC-101 IP ADDRESSES.

PLUMMER
1320 S UNIVERSITY DR, STE 300 | FORT WORTH, TX 76107
817.806.1700 | TBPE REGISTERED FIRM NUMBER F-13

REV	DATE	REVISION	BY
1	6.12.25	FIELD ORDER FO-22	PMM

Sherman
CLASSIC TOWN, BROAD HORIZON

CITY OF SHERMAN
SOUTH WASTEWATER TREATMENT PLANT - MBR

SHERMAN WWTP

BLOWER BUILDING NETWORK DIAGRAM

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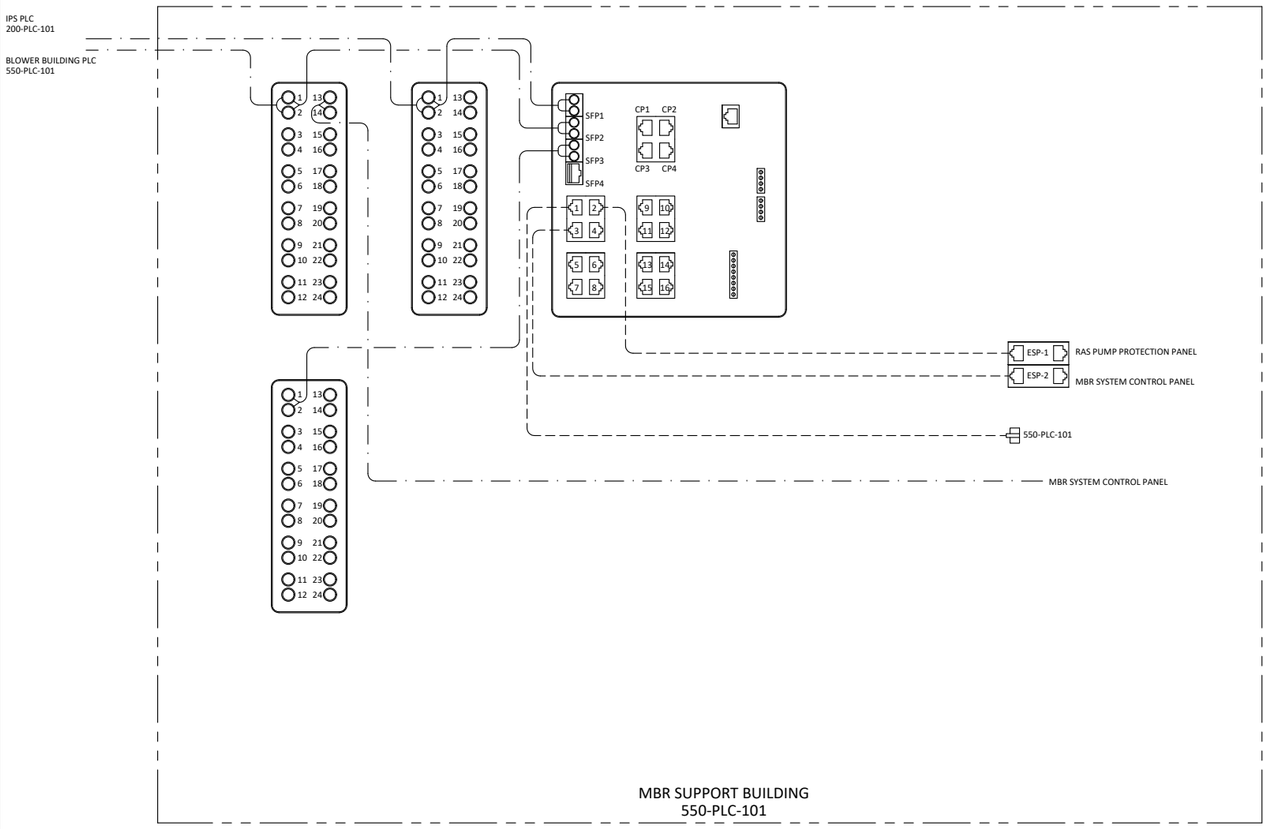
STATE OF TEXAS
PATRICK N. MOSELEY
72794
REGISTERED
ENGINEER
6/25/25

IF THIS BAR DOES NOT MEASURE ONE INCH, DRAWING IS NOT TO LABELED SCALE

DESIGNED	P. MOSELEY
DRAWN	E. ANDERSON
CHECKED	N. TOUSSAINT
REVIEWED	P. MOSELEY

Seq. 1
Dwg. No. IC-103
1422-005-02



EQUIPMENT NAME	EQUIPMENT TAG	IP ADDRESS
MBR SUPPORT BLDG PLC PANEL	PLC 550 ENBT Module	10.121.1.100
MBR SUPPORT BLDG PLC PANEL	550-PLC-101	10.121.1.101
Veolia Transfer	NAT Translation Address	10.121.1.99

550-PLC-101 IP ADDRESS

NTS

EQUIPMENT NAME	EQUIPMENT TAG	IP ADDRESS
BLOWER BUILDING PLC PANEL	PLC 450 ENBT MODULE	10.121.1.110
BLOWER BUILDING PLC PANEL	450-PLC-101	10.121.1.111
BLOWER BUILDING PLC PANEL	RIO REACTORS BLOWER CP	10.121.1.112
CARBON SYSTEM RIO PANEL	370-RIO-101	10.121.1.113
CARBON FEED PUMP	370-CFP-111 (VFD 1)	10.121.1.114
CARBON FEED PUMP	370-CFP-121 (VFD 2)	10.121.1.115
CARBON FEED PUMP	370-CFP-131 (VFD 3)	10.121.1.116
BRB TRAIN 1/2 RIO PANEL	400-RIO-101	10.121.1.60
SUBMERSIBLE MIXER (BRB TRAIN 1)	400-MX-111	10.121.1.61
SUBMERSIBLE MIXER (BRB TRAIN 1)	400-MX-112	10.121.1.62
SUBMERSIBLE MIXER (BRB TRAIN 1)	400-MX-113	10.121.1.63
SUBMERSIBLE MIXER (BRB TRAIN 1)	400-MX-114	10.121.1.64
MIXED LIQUOR PUMP (BRB TRAIN 1)	400-RCP-111	10.121.1.65
MIXED LIQUOR PUMP (BRB TRAIN 1)	400-RCP-112	10.121.1.66
SCUM PUMP STATION (BRB TRAIN 1)	TOUCH SCREEN HMI	10.121.1.67
SCUM PUMP STATION (BRB TRAIN 1)	PLC	10.121.1.68
INSTRUMENT PANEL 1 (BRB TRAIN 1)	SPARE	10.121.1.69
INSTRUMENT PANEL 1 (BRB TRAIN 1)	SPARE	10.121.1.70
SUBMERSIBLE MIXER (BRB TRAIN 2)	400-MX-121	10.121.1.71
SUBMERSIBLE MIXER (BRB TRAIN 2)	400-MX-122	10.121.1.72
SUBMERSIBLE MIXER (BRB TRAIN 2)	400-MX-123	10.121.1.73
SUBMERSIBLE MIXER (BRB TRAIN 2)	400-MX-124	10.121.1.74
MIXED LIQUOR PUMP (BRB TRAIN 2)	400-RCP-121	10.121.1.75
MIXED LIQUOR PUMP (BRB TRAIN 2)	400-RCP-122	10.121.1.76
INSTRUMENT PANEL 1 (BRB TRAIN 1)	SPARE	10.121.1.77
INSTRUMENT PANEL 1 (BRB TRAIN 1)	SPARE	10.121.1.78
BRB TRAIN 3/4 RIO PANEL	400-RIO-102	10.121.1.80
SUBMERSIBLE MIXER (BRB TRAIN 3)	400-MX-131	10.121.1.81
SUBMERSIBLE MIXER (BRB TRAIN 3)	400-MX-132	10.121.1.82
SUBMERSIBLE MIXER (BRB TRAIN 3)	400-MX-133	10.121.1.83
SUBMERSIBLE MIXER (BRB TRAIN 3)	400-MX-134	10.121.1.84
MIXED LIQUOR PUMP (BRB TRAIN 3)	400-RCP-131	10.121.1.85
MIXED LIQUOR PUMP (BRB TRAIN 3)	400-RCP-132	10.121.1.86
INSTRUMENT PANEL 1 (BRB TRAIN 1)	SPARE	10.121.1.87
INSTRUMENT PANEL 1 (BRB TRAIN 1)	SPARE	10.121.1.88
SUBMERSIBLE MIXER (BRB TRAIN 4)	400-MX-141	10.121.1.90
SUBMERSIBLE MIXER (BRB TRAIN 4)	400-MX-142	10.121.1.91
SUBMERSIBLE MIXER (BRB TRAIN 4)	400-MX-143	10.121.1.92
SUBMERSIBLE MIXER (BRB TRAIN 4)	400-MX-144	10.121.1.93
MIXED LIQUOR PUMP (BRB TRAIN 4)	400-RCP-141	10.121.1.94
MIXED LIQUOR PUMP (BRB TRAIN 4)	400-RCP-142	10.121.1.95
INSTRUMENT PANEL 1 (BRB TRAIN 1)	SPARE	10.121.1.96
INSTRUMENT PANEL 1 (BRB TRAIN 1)	SPARE	10.121.1.97
AERZEN BRB BLOWERS	NAT TRANSLATION ADDRESS	10.121.1.109

450-PLC-101 IP ADDRESS

NTS

PLUMMER
1320 S UNIVERSITY DR, STE 300 | FORT WORTH, TX 76107
817.806.1700 | TBPE REGISTERED FIRM NUMBER F-13

REV	DATE	REVISION	BY
1	6.12.25	FIELD ORDER FO-22	PNM

Sherman
CLASSIC TOWN, BROAD HORIZON

CITY OF SHERMAN
SOUTH WASTEWATER TREATMENT PLANT - MBR

SHERMAN WWTP

MBR SUPPORT BUILDING NETWORK DIAGRAM

PATRICK N. MOSELEY
72794
LICENSED
STATE OF TEXAS
6/25/25

IF THIS BAR DOES NOT MEASURE ONE INCH, DRAWING IS NOT TO LABELED SCALE

DESIGNED P. MOSELEY
DRAWN E. ANDERSON
CHECKED N. TOUSSAINT
REVIEWED P. MOSELEY

Seq. 1
Dwg. No. IC-104
1422-005-02

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Cost Proposal No.
34
Added Network Connections 200,300,370,450,550 PLC-101, 800-RIO-101

TO: Kiewit

ATTN: Jeremie Bertin

JOB NAME: Sherman WWTP Date: **July 29, 2025**

REFERENCE: See attached Work Order

Alterman Job # **635101**

We have reviewed the requirements of:
as it pertains to the work of our Contract.

In Compliance with the terms of our Contract Agreement, we agree to perform the changed work for:

X	Additional Amount of	**$ 10,161.25**
	Deductive Amount of	$ -
	No Change in Contract Amount	

This pricing is based on the following conditions:

X	Quotation is valid for **15** days. Lack of direction concerning this work by that date will require re-evaluation of the work change.
2.00	Calendar days extension of Contract time is required once approved submittals are approved
X	Exclusions or conditions that vary from our Contract Agreement are as follows:

X Complete pricing breakdown for our work is attached for your review.

Joe Lubischer
ALTERMAN REPRESENTATIVE

CHANGE ORDER WORKSHEET
Alterman, Inc.

34

Added Network Connections 200,300,370,450,550 PLC-101, 800-RIO

DATE : 7/29/2025
JOB #: 635101
PREPARED BY: Joe Lubischer

DESCRIPTION OF WORK PERFORMED:

Add Network connections. 200-PLC-101, 300-PLC-101, 370-PLC-101, 450-PLC-101, 550-PLC-101, 800-RIO-101

Labor

Position	Unit	Quantity	Labor Cost Unit	Labor Cost Total	Position Total
Project Manager	HR	1.0	$85.00	$85.00	$85.00
Project Engineer	HR	0.0	$55.00	$0.00	$0.00
Journeymen Electrician	HR	0.0	$37.96	$0.00	$0.00
Apprentice	HR		$26.56	$0.00	$0.00
Laborer	HR		$35.00	$0.00	$0.00
Total Amount of Hours Labor Only		1.0	**Total Labor Cost**		$85.00

Equipment

Item	Unit	Quantity	Equipment Unit	Equipment Total	Item Total
Pickup Truck	HR	0.0	$12.00	$0.00	$0.00
		0.0	$0.00	$0.00	$0.00
Office Trailer	MN	0.0	$500.00	$0.00	$1.00
Sanitary	MN	0.0	$250.00	$0.00	$0.00
Small Rocksaw	HR	0.0	$117.00	$0.00	$0.00
Volvo L110 Front End Loader	HR	0.0	$134.40	$0.00	$0.00
Mini-Excavator	DAY	0.0	$400.00	$0.00	$0.00
Loader-Skid	DAY	0.0	$400.00	$0.00	$0.00
Trench Compactor	DAY	0.0	$326.00	$0.00	$0.00
Sissor Lifts	DAY	0.0	$185.00	$0.00	$0.00
Boom Lift	DAY	0.0	$396.00	$0.00	$0.00
Sky Trak Ext Forklift	HR	0.0	$62.45	$0.00	$0.00
	LS	0.0	$2,537.38	$0.00	$0.00
Compressor 185 cfm	HR	0.0	$52.00	$0.00	$0.00
Wacker/Small Compressor/Plug/Generator/Air Mover	HR	0.0	$26.00	$0.00	$0.00
		0.0	**Total Equipment Cost**		$1.00

Materials

Item	Unit	Quantity	Material Unit	Material Total	Item Total
See attached BOM	EA	1	$0.00	$0.00	$0.00
			Total Material Cost		$0.00

Subcontractors

Company	Description of Work to be Performed (Supporting Information Attached)		Item Total
			$0.00
		Total Subcontractor Cost	$0.00
		TOTAL	$86.00

ALTERMAN COST PROPOSAL PRICING SHEET

DESCRIPTION OF COST PROPOSAL
Added Network Connections 200,300,370,450,550 PLC-101, 34

Prepared by: Joe Lubischer
Date: 7/29/2025

Jeremie

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O
Item No.	Description	Units 1-May-25	UM	Labor Unit Cost	Labor Total Cost (C x E)	Material Unit Cost	Material Total Cost (C x G)	Equipment Unit Cost	Equipment Total Cost (C x I)	Subcontract Unit Cost	Subcontract Total Cost (C x K)	Supplemental Work Sheet	Supplemental Total Cost (C x M)	Subtotal
1.00	LABOR	1	LS	$ 85.00	$ 85.00							$ -	$ -	$ 85.00
1.10	DJE PROJECT EXPENDABLES 3.5% of Labor	1	LS	*Expendable Tools, Consumables, PPE/ Safety Supplies, Masks, Gloves, Hard Hats, Vests*	$ 2.98							$ -	$ -	$ 2.98
2.00	MATERIALS	1	LS			$ -	$ -					$ -	$ -	$ -
2.10	MATERIAL WASTE 3.5% Material	1	LS				$ -					$ -	$ -	$ -
3.00	EQUIPMENT	0	LS					$ 1.00	$ -			$ -	$ -	$ -
4.00	SUBCONTRACTORS	1	LS							$ 8,500.00	$ 8,500.00	$ -	$ -	$ 8,500.00
6.00	BURDEN 43.7% of Labor	1	LS	$ 37.15	$ 37.15							$ -	$ -	$ 37.15
	COLUMN SUBTOTALS				$ 125.12		$ -		$ -		$ 8,500.00		$ -	$ 8,625.12
	Fee for work by Subcontractor	0.0%									$ -			$ 199.24
	Profit	5.0%												$ 431.26
	Overhead	10.0%												$ 905.64

SUBTOTAL CHANGE ORDER AMOUNT	$ 10,161.25
Bond and Insurance 2.0%	
GRAND TOTAL CHANGE ORDER AMOUNT	**$ 10,161.25**

8115 Hicks Hollow
McKinney, Tx. 75071

Office: 972-569-9787
Fax: 214-733-8254

RLC Controls Inc.

SCADA, Security, & Control Systems

Sherman
South WWTP - MBR

4406-RLC-PCO-05 Networking Connections

Per FO-022, there are several new networking connections not originally depicted in the construction plans.
The following is RLC's scope deviations as outlined below.

Services Provided

1. Procure and install additional ethernet surge and patch cables.
   - 200-PLC-101, x1
   - 300-PLC-101, x1
   - 370-RIO-101, x2
   - 450-PLC-101, x7
   - 550-PLC-101, x1
   - 800-RIO-101, x2

   $6,800.00

2. Procure and install an additional cisco ethernet switch for 450-PLC-101.

   $1,700.00

Proposal Clarifications & Exclusions

1. Pricing does NOT include the following services and equipment:
   a. Application Services by Others.

   b. Furnishing or installation of any panel racks, instrument racks or mounting plates, conduit, raceway, duct banks, wire, etc. required to connect instruments and associated panels. Or placement of fiber cable in conduit.

   c. Furnishing or installation of any electrical power and specialty panels/products including switchgear, MCCs, distribution panels, AFD's/VFD's, disconnects, heat tracing, power monitor devices, auxiliary panels for VCP's, etc.

   d. Physical installation of related enclosures.

   e. Any equipment or work associated with Vendor Provided equipment or panels including terminations, testing, programming, surge protection, communications equipment, etc.

   f. Mechanical installation of in-line devices (flow meters, valves, etc.).

   g. Furnishing and installation of stilling wells, piping saddles, mating flanges/sleeves, process taps, and isolating valves required to connect field instrumentation.

   h. Concrete work, core drilling, housekeeping/equipment pads, antenna tower foundations, etc.

   i. "Civil" work including building and vessel modifications, asphalt demolition/patching, concrete foundations/piers, etc. Jobsite storage, handling or protection of equipment delivered to the jobsite and received in good order.

   j. Heat Trace Equipment or Insulation of Heat Trace or any piping devices.

   k. Sales tax or bonding cost. Payment and/or Performance Bond pricing can be added by request.

2. Pricing includes all Per Diem and Travel Costs

3. Pricing is based on progressive invoicing to include payment for properly stored material. Payment terms to be net thirty (30) days.

4. Bid valid for thirty (30) days.

Total Cost : $8,500.00
07/28/2025

Dalton Myers, PMP | Project Manager
RLC Controls, Inc.
Cell: (903)-855-9303
dalton@rlccontrols.com

PLUMMER

Potential Change Order (PCO) Request

PROJECT NO:1422-005-03

PROJECT: South Wastewater Treatment Plant - MBR

OWNER: City of Sherman

CONTRACTOR: Kiewit Construction South

ENGINEER: Plummer Associates, Inc.

PCO NO.: 087

DESCRIPTION: **Impacts Due to Missing Cutout on Medium Voltage Startup Power Pole and Meter Delays**

NOTIFICATION BY CONTRACTOR

The Contractor proposes to make the additions, modifications, or deletions to the Work described in the Contract Documents, as shown in Attachment "A" and requests that you take the following action:

- ☐ Notify us that you concur that this change does not require a change in Contract time or amount and issue a Field Order.
- ☒ Issue a Change Order for performing the described change. Change in Contract amount is indicated in the attached detailed cost breakdown of labor, materials, equipment and all other costs associated with this change. Impacts on Contract Time are shown in the attached revised schedule.
- ☐ Authorize the Contractor to proceed with the described change. Payment will be requested at the unit price bid.
- ☐ Authorize the Contractor to proceed with the change under the time and materials provisions of the Contract.
- ☐ Authorize this change utilizing Approval of Contingency Fund.

By: Kory Kyllo Date: 8/8/2025

ENGINEER'S RESPONSE

We respond to your request as follows: **Recommended total Cost of PCO 087 is $0.00 and 8 days**

- ☐ We concur that this is a no cost or time change. See attached/forthcoming Field Order No. / comments.
- ☐ Your proposal is recommended to the Owner with funding authorized by use of project Contingency Fund.
- ☒ Your proposal is recommended to the Owner. See attached/forthcoming proposed Change Order.
- ☐ Proceed with the change at the unit price bid.
- ☐ Proceed with the change under the time and materials provisions of the Contract.
- ☐ Additional information is required to evaluate this request. Provide information as described in the attached comments and resubmit.
- ☐ Potential Change Order Request is not accepted.

Construction Manager: _____ Date: 8/20/25

Engineer: _____ Date: 8-21-2025

Program Manager: _____ Date: 8/21/25

Owner: _____ Thom T Smith P.E. Date: 8/21/2025

PAPE-DAWSON ENGINEERS

Project: COSK South Wastewater Treatment Plant - MBR Project

Owner: City of Sherman

Subject: Potential Change Order Review Memorandum

PCO087 – Impacts Due to Missing Cutout on Medium Voltage Startup Power Pole and Meter Delays

Date: 8/16/25

This Potential Change Order (PCO) is provided in response to impacts to the work that are beyond the control of the CMAR. This PCO requests 8 days be added to the contract because of impacts of obtaining power to the site from electrical utility provider, ONCOR. The CMAR provided the contractually required notifications of the impacts when the incident occurred and has provided the necessary time impact analysis to show that the time requested is a direct impact to critical path work on the project.

Reviews were provided by Plummer and Pape Dawson. It is the opinion of the combined project team that the incident cited by the CMAR was outside the control of the CMAR and the time requested is an accurate reflection of the impact to the project for the incident. Approval is recommended.

POTENTIAL CHANGE ORDER

Kiewit

Date: 08/08/2025	Potential Change Order #: PCO-0087	Revision #: 00
To: City of Sherman (COS) 220 W. Mulberry Street Sherman, TX 75090	Contract #: 1513-U Construction Manager at Risk (CMAR)	Project: South WWTP - MBR

Drawing, Specification, Equipment Number or Other Reference: General Conditions, COSK-KWT-CMS-LTR-0125

Description of the Proposed Change Order Work: Impacts Due to Missing Cutout on Medium Voltage Startup Power Pole and Meter Delays

CMAR's initial plan was to energize the Pad Mounted Switchgear (PMS) on May 5th, 2025. The temporary PMS was set and the power pole installed, but ONCOR requested that cutouts be installed on the power pole days after they were ready for energization. The need for the cutouts caused a delay in ordering the meter and the meter arrived late and was installed on May 30th, 2025. These schedule activities were actualized causing an 8-calendar day delay to the schedule. This was detrimental to the energization and startup of the plant.

Cost for installing the cutouts and temporary switchgear will be covered in a separate PCO.

This PCO is submitted in accordance with General Conditions 12.02 Change of Contract Times and 12.03 Delays and the adjustment in the Contract Times will be agreed upon by this Change Order.

PCO-0087 consists of requesting 8 additional Calendar Days which changes the Substantial Completion date to September 3, 2025, and the Final Completion date to December 2, 2025.

CMAR is entitled to an equitable adjustment in Contract Price due to this delay. Time related overhead for this issue amounts to $667,516.36. However, to show its collaborative efforts as a member of the Sherman team, Kiewit Water Facilities South Co.'s proposal for this package represents $0.00 because time related overhead is not being assessed at this time but can be revisited at any time prior to execution of the associated change order.

This estimate is based on a 5-day work week, 10 hours per day.

Kiewit has marked pages in this document "confidential" as they contain proprietary rates and other information that are trade secrets in reference to Texas Government Code 552.110.

This quote is valid for 30 days from date of submission in accordance with General Conditions 10.05 C. CMAR reserves the right to update the cost if those 30 days are exceeded.

Construction				**Estimated Effect on Contract Price**
Lump Sum ($)				Change Impact ($)
$0.00				**$0.00**

Detailed components of above categories must accompany this estimate (discipline, craft, commodity of material, etc.)

Estimated Effect on Project Schedule (calendar days)		**Estimated Effect on Contract Terms**
Substantial Completion	8	09/03/2025
Final Completion	8	12/02/2025

Recommended by: Kiewit Water Facilities South Co.

Project Manager: _____ 8/8/2025

Contractor Date

Basis of Estimate: Impacts Due to Missing Cutout on Medium Voltage Startup Power Pole and Meter Delays

Summary

1. **A – Direct Cost (Labor)**	Sub-Total	$0.00
2. **B – Direct Cost (Supervision)**	Sub-Total	$0.00
3. **C – Direct Cost (PM, Supplies, Equipment, Subs)**	Sub-Total	$0.00
4. **D – Indirect Cost**	Sub-Total	$0.00
5. **E – Est. B&I / COMM (1.50%)**	Sub-Total	$0.00
6. **F – G&A (9.622%)**	Sub-Total	$0.00
7. **G – Fee (8.50%)**	Sub-Total	$0.00
	Grand Total	**$0.00**

Initiator

CMAR.

Merit

CMAR intended to energize the site on May 5th, 2025, but could not do so until May 30th, 2025. This was due to ONCOR, a utility company beyond the control of the CMAR, requesting cutouts be added to the medium voltage startup power pole. The procurement of the meter, also provided by ONCOR, needed for energization was also delayed and not installed until May 30th, 2025.

Summary

CMAR is entitled to a total 8 Calendar Day extension of the Contract Time as a result of the impacts caused by the missing cutouts and meter delay.

On April 16, 2025, the Engineer provided WCD-040 requesting CMAR to provide a temporary pad-mounted switch. CMAR coordinated the procurement and installation. The temporary switchgear was delivered on April 22, 2025. It was fully installed by April 25, 2025. When the power pole and temporary switchgear were installed, the mutual understanding by CMAR and the Engineer was that the install of the meter was all that was necessary to energize the switchgear.

On May 14, 2025, the Engineer and CMAR met with ONCOR to discuss the startup power. ONCOR communicated that they do not have any standards enforcing the need to add a fused cutout for the underground MV feeder. This caused everyone to miss the need for a cutout. Furthermore, this was never discussed during the multiple online meetings and the two onsite meetings the team previously had with ONCOR, the Engineer, CMAR, and CMAR's Subcontractor. However, ONCOR highly recommended that a cutout be added on the customer pole (downstream of the revenue meter). ONCOR also mentioned that if the cutout was not installed, it could still be rejected by the person

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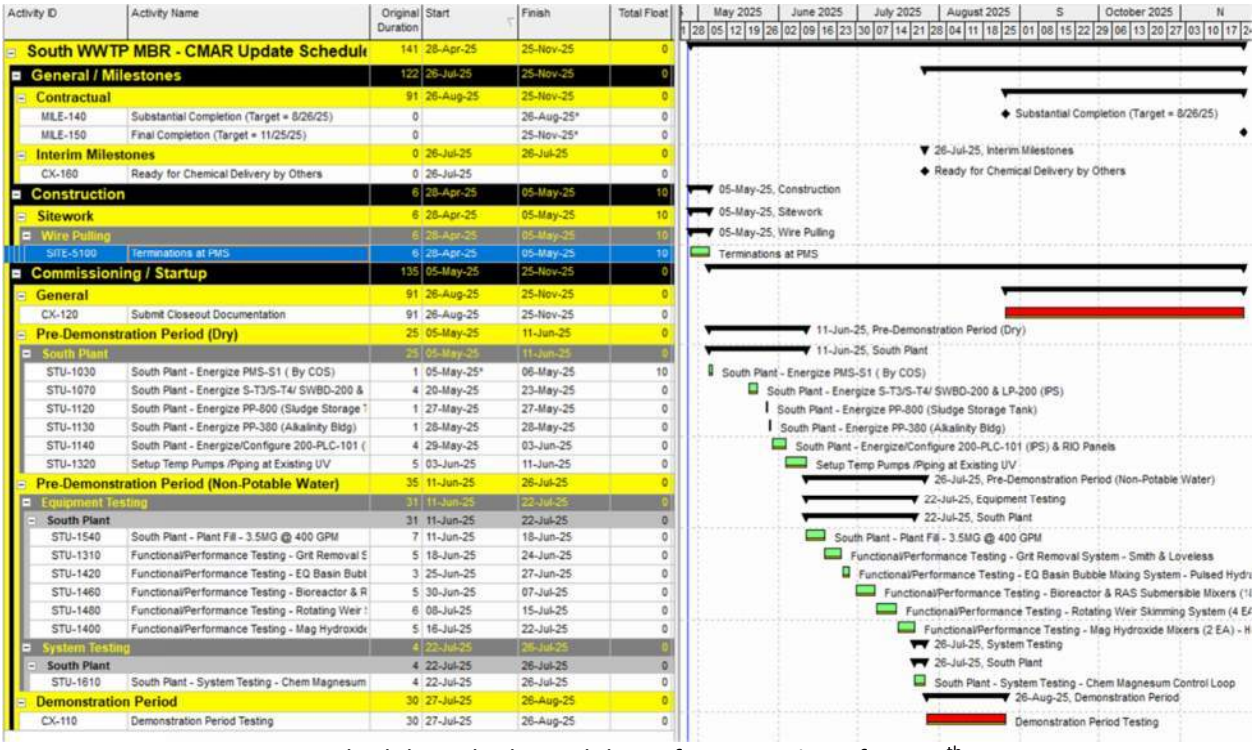
2050 Roanoke Rd, Westlake, TX 76262

installing the meter (when the site is ready to energize). It was determined that ONCOR would install the recloser on the pole. On the afternoon of May 14, 2025, the Engineer requested CMAR to install the fused cutouts on the customer pole with fuse size of 150A. Alterman completed this cutout install on May 21, 2025. This additional work delayed the meter from being ordered.

On May 21, 2025, the meter was requested by the Engineer with expectations provided from ONCOR that the meter would be installed the day after requesting it. On May 30, 2025, the meter was installed and power was officially introduced to the site at the switchgear.



Activity ID	Activity Name	Original Duration	Start	Finish	Total Float
South WWTP MBR - CMAR Update Schedule		141	28-Apr-25	25-Nov-25	0
General / Milestones		122	26-Jul-25	25-Nov-25	0
Contractual		91	26-Aug-25	25-Nov-25	0
MILE-140	Substantial Completion (Target = 8/26/25)	0		26-Aug-25*	0
MILE-150	Final Completion (Target = 11/25/25)	0		25-Nov-25*	0
Interim Milestones		0	26-Jul-25	26-Jul-25	0
CX-160	Ready for Chemical Delivery by Others	0	26-Jul-25		0
Construction		6	28-Apr-25	05-May-25	10
Sitework		6	28-Apr-25	05-May-25	10
Wire Pulling		6	28-Apr-25	05-May-25	10
SITE-5100	Terminations at PMS	6	28-Apr-25	05-May-25	10
Commissioning / Startup		135	05-May-25	25-Nov-25	0
General		91	26-Aug-25	25-Nov-25	0
CX-120	Submit Closeout Documentation	91	26-Aug-25	25-Nov-25	0
Pre-Demonstration Period (Dry)		25	05-May-25	11-Jun-25	0
South Plant		25	05-May-25	11-Jun-25	0
STU-1030	South Plant - Energize PMS-S1 (By COS)	1	05-May-25*	06-May-25	10
STU-1070	South Plant - Energize S-T3/S-T4/ SWBD-200 &	4	20-May-25	23-May-25	0
STU-1120	South Plant - Energize PP-800 (Sludge Storage T	1	27-May-25	27-May-25	0
STU-1130	South Plant - Energize PP-380 (Alkalinity Bldg)	1	28-May-25	28-May-25	0
STU-1140	South Plant - Energize/Configure 200-PLC-101 (	4	29-May-25	03-Jun-25	0
STU-1320	Setup Temp Pumps /Piping at Existing UV	5	03-Jun-25	11-Jun-25	0
Pre-Demonstration Period (Non-Potable Water)		35	11-Jun-25	26-Jul-25	0
Equipment Testing		31	11-Jun-25	22-Jul-25	0
South Plant		31	11-Jun-25	22-Jul-25	0
STU-1540	South Plant - Plant Fill - 3.5MG @ 400 GPM	7	11-Jun-25	18-Jun-25	0
STU-1310	Functional/Performance Testing - Grit Removal S	5	18-Jun-25	24-Jun-25	0
STU-1420	Functional/Performance Testing - EQ Basin Bubl	3	25-Jun-25	27-Jun-25	0
STU-1460	Functional/Performance Testing - Bioreactor & R	5	30-Jun-25	07-Jul-25	0
STU-1480	Functional/Performance Testing - Rotating Weir	6	08-Jul-25	15-Jul-25	0
STU-1400	Functional/Performance Testing - Mag Hydroxid	5	16-Jul-25	22-Jul-25	0
System Testing		4	22-Jul-25	26-Jul-25	0
South Plant		4	22-Jul-25	26-Jul-25	0
STU-1610	South Plant - System Testing - Chem Magnesum	4	22-Jul-25	26-Jul-25	0
Demonstration Period		30	27-Jul-25	26-Aug-25	0
CX-110	Demonstration Period Testing	30	27-Jul-25	26-Aug-25	0

Image 1: Schedule with planned date of energization of May 5th, 2025.

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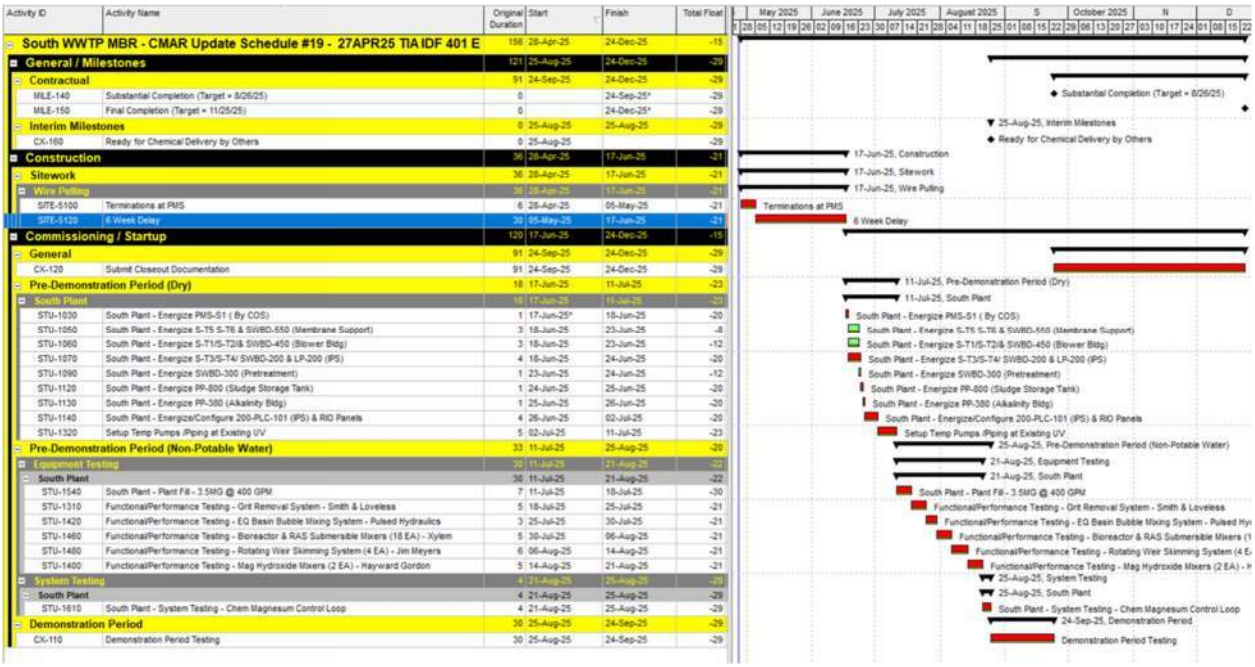
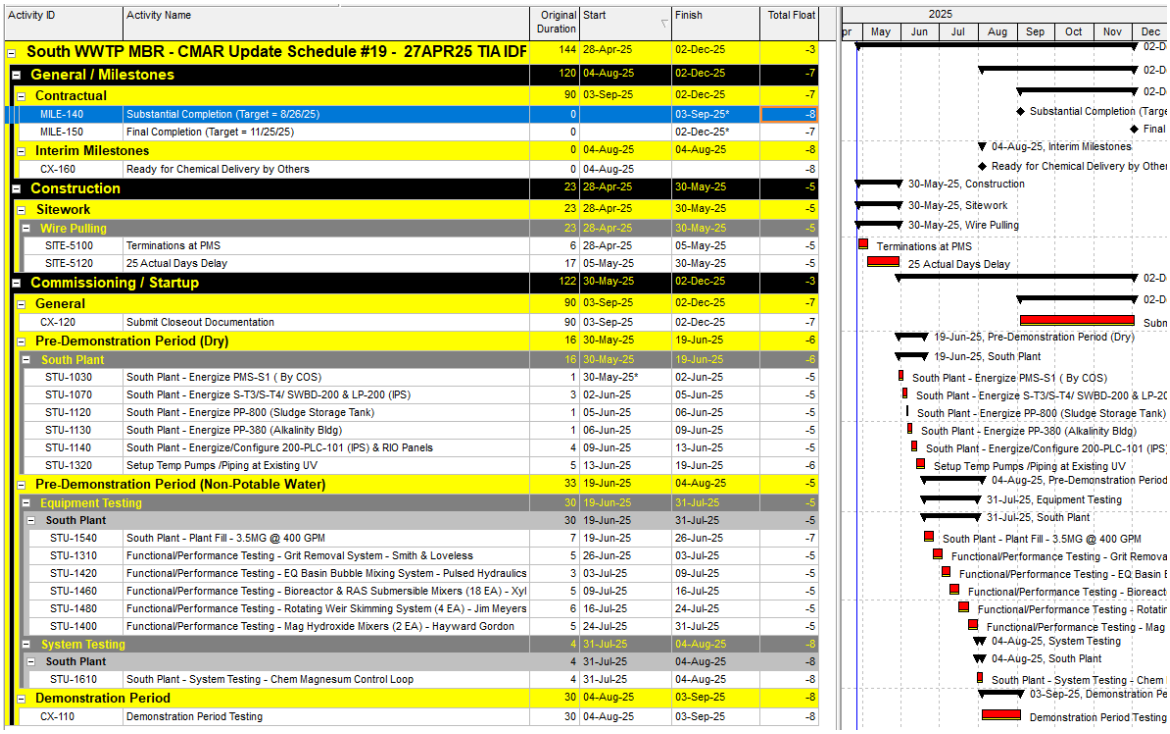
2050 Roanoke Rd, Westlake, TX 76262



Activity ID	Activity Name	Original Duration	Start	Finish	Total Float
South WWTP MBR - CMAR Update Schedule #19 - 27APR25 TIA IDF 401 E		156	28-Apr-25	24-Dec-25	-15
General / Milestones		121	25-Aug-25	24-Dec-25	-29
Contractual		91	24-Sep-25	24-Dec-25	-29
MILE-140	Substantial Completion (Target = 8/26/25)	0		24-Sep-25*	-29
MILE-150	Final Completion (Target = 11/25/25)	0		24-Dec-25*	-29
Interim Milestones		0	25-Aug-25	25-Aug-25	-29
CX-160	Ready for Chemical Delivery by Others	0	25-Aug-25		-29
Construction		36	28-Apr-25	17-Jun-25	-21
Sitework		36	28-Apr-25	17-Jun-25	-21
Wire Pulling		36	28-Apr-25	17-Jun-25	-21
SITE-5100	Terminations at PMS	6	28-Apr-25	05-May-25	-21
SITE-5120	6 Week Delay	30	05-May-25	17-Jun-25	-21
Commissioning / Startup		120	17-Jun-25	24-Dec-25	-15
General		91	24-Sep-25	24-Dec-25	-29
CX-120	Submit Closeout Documentation	91	24-Sep-25	24-Dec-25	-29
Pre-Demonstration Period (Dry)		18	17-Jun-25	11-Jul-25	-23
South Plant		18	17-Jun-25	11-Jul-25	-23
STU-1030	South Plant - Energize PMS-S1 (By COS)	1	17-Jun-25*	18-Jun-25	-20
STU-1050	South Plant - Energize S-T5 S-T6 & SWBD-550 (Membrane Support)	3	18-Jun-25	23-Jun-25	-8
STU-1060	South Plant - Energize S-T1/S-T2/& SWBD-450 (Blower Bldg)	3	18-Jun-25	23-Jun-25	-12
STU-1070	South Plant - Energize S-T3/S-T4/ SWBD-200 & LP-200 (IPS)	4	18-Jun-25	24-Jun-25	-20
STU-1090	South Plant - Energize SWBD-300 (Pretreatment)	1	23-Jun-25	24-Jun-25	-12
STU-1120	South Plant - Energize PP-800 (Sludge Storage Tank)	1	24-Jun-25	25-Jun-25	-20
STU-1130	South Plant - Energize PP-380 (Alkalinity Bldg)	1	25-Jun-25	26-Jun-25	-20
STU-1140	South Plant - Energize/Configure 200-PLC-101 (IPS) & RIO Panels	4	26-Jun-25	02-Jul-25	-20
STU-1320	Setup Temp Pumps /Piping at Existing UV	5	02-Jul-25	11-Jul-25	-23
Pre-Demonstration Period (Non-Potable Water)		33	11-Jul-25	25-Aug-25	-20
Equipment Testing		30	11-Jul-25	21-Aug-25	-22
South Plant		30	11-Jul-25	21-Aug-25	-22
STU-1540	South Plant - Plant Fill - 3.5MG @ 400 GPM	7	11-Jul-25	18-Jul-25	-30
STU-1310	Functional/Performance Testing - Grit Removal System - Smith & Loveless	5	18-Jul-25	25-Jul-25	-21
STU-1420	Functional/Performance Testing - EQ Basin Bubble Mixing System - Pulsed Hydraulics	3	25-Jul-25	30-Jul-25	-21
STU-1460	Functional/Performance Testing - Bioreactor & RAS Submersible Mixers (18 EA) - Xylem	5	30-Jul-25	06-Aug-25	-21
STU-1480	Functional/Performance Testing - Rotating Weir Skimming System (4 EA) - Jim Meyers	6	06-Aug-25	14-Aug-25	-21
STU-1400	Functional/Performance Testing - Mag Hydroxide Mixers (2 EA) - Hayward Gordon	5	14-Aug-25	21-Aug-25	-21
System Testing		4	21-Aug-25	25-Aug-25	-29
South Plant		4	21-Aug-25	25-Aug-25	-29
STU-1610	South Plant - System Testing - Chem Magnesum Control Loop	4	21-Aug-25	25-Aug-25	-29
Demonstration Period		30	25-Aug-25	24-Sep-25	-29
CX-110	Demonstration Period Testing	30	25-Aug-25	24-Sep-25	-29

Image 2: Schedule with estimated 6-week delay due to not knowing full timeframe of delay



Activity ID	Activity Name	Original Duration	Start	Finish	Total Float
South WWTP MBR - CMAR Update Schedule #19 - 27APR25 TIA IDF		144	28-Apr-25	02-Dec-25	-3
General / Milestones		120	04-Aug-25	02-Dec-25	-7
Contractual		90	03-Sep-25	02-Dec-25	-7
MILE-140	Substantial Completion (Target = 8/26/25)	0		03-Sep-25*	-8
MILE-150	Final Completion (Target = 11/25/25)	0		02-Dec-25*	-7
Interim Milestones		0	04-Aug-25	04-Aug-25	-8
CX-160	Ready for Chemical Delivery by Others	0	04-Aug-25		-8
Construction		23	28-Apr-25	30-May-25	-5
Sitework		23	28-Apr-25	30-May-25	-5
Wire Pulling		23	28-Apr-25	30-May-25	-5
SITE-5100	Terminations at PMS	6	28-Apr-25	05-May-25	-5
SITE-5120	25 Actual Days Delay	17	05-May-25	30-May-25	-5
Commissioning / Startup		122	30-May-25	02-Dec-25	-3
General		90	03-Sep-25	02-Dec-25	-7
CX-120	Submit Closeout Documentation	90	03-Sep-25	02-Dec-25	-7
Pre-Demonstration Period (Dry)		16	30-May-25	19-Jun-25	-6
South Plant		16	30-May-25	19-Jun-25	-6
STU-1030	South Plant - Energize PMS-S1 (By COS)	1	30-May-25*	02-Jun-25	-5
STU-1070	South Plant - Energize S-T3/S-T4/ SWBD-200 & LP-200 (IPS)	3	02-Jun-25	05-Jun-25	-5
STU-1120	South Plant - Energize PP-800 (Sludge Storage Tank)	1	05-Jun-25	06-Jun-25	-5
STU-1130	South Plant - Energize PP-380 (Alkalinity Bldg)	1	06-Jun-25	09-Jun-25	-5
STU-1140	South Plant - Energize/Configure 200-PLC-101 (IPS) & RIO Panels	4	09-Jun-25	13-Jun-25	-5
STU-1320	Setup Temp Pumps /Piping at Existing UV	5	13-Jun-25	19-Jun-25	-6
Pre-Demonstration Period (Non-Potable Water)		33	19-Jun-25	04-Aug-25	-5
Equipment Testing		30	19-Jun-25	31-Jul-25	-5
South Plant		30	19-Jun-25	31-Jul-25	-5
STU-1540	South Plant - Plant Fill - 3.5MG @ 400 GPM	7	19-Jun-25	26-Jun-25	-7
STU-1310	Functional/Performance Testing - Grit Removal System - Smith & Loveless	5	26-Jun-25	03-Jul-25	-5
STU-1420	Functional/Performance Testing - EQ Basin Bubble Mixing System - Pulsed Hydraulics	3	03-Jul-25	09-Jul-25	-5
STU-1460	Functional/Performance Testing - Bioreactor & RAS Submersible Mixers (18 EA) - Xyl	5	09-Jul-25	16-Jul-25	-5
STU-1480	Functional/Performance Testing - Rotating Weir Skimming System (4 EA) - Jim Meyers	6	16-Jul-25	24-Jul-25	-5
STU-1400	Functional/Performance Testing - Mag Hydroxide Mixers (2 EA) - Hayward Gordon	5	24-Jul-25	31-Jul-25	-5
System Testing		4	31-Jul-25	04-Aug-25	-8
South Plant		4	31-Jul-25	04-Aug-25	-8
STU-1610	South Plant - System Testing - Chem Magnesum Control Loop	4	31-Jul-25	04-Aug-25	-8
Demonstration Period		30	04-Aug-25	03-Sep-25	-8
CX-110	Demonstration Period Testing	30	04-Aug-25	03-Sep-25	-8

Image 3: Schedule with actualized dates showing energization on May 30th – Activity stated as ”25 Actual Day Delay” because activity pushed from May 5th to May 30th

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2050 Roanoke Rd, Westlake, TX 76262

Per General Conditions, Article 12, 12.03 Delays, CMAR is entitled to an equitable adjustment in the Contract Price or the Contract Times, or both due to delays beyond their control. Time Related Overhead cost per day in May 2025 is estimated to be $83,439.55/day. For the 8-day delay, CMAR is entitled to an adjustment of $667,516.36. However, to show its collaborative efforts as a member of the Sherman team, Kiewit Water Facilities South Co.'s proposal for this package represents $0.00 because time related overhead is not being assessed at this time but can be revisited at any time prior to execution of the associated change order.

1. **A - Direct Cost (Labor)**

Total	$0.00

2. **B - Direct Cost (Supervision)**

Total	$0.00

3. **C - Direct Cost (PM, Supplies, Equipment, Subs)**

Total	$0.00

4. **D - Indirect Cost**

Total	$0.00

5. **E - Est. B&I / COMM (1.50%)**

Total	$0.00

6. **F - G&A (9.622%)**

Total	$0.00

7. **G - Fee (8.50%)**

Total	$0.00

KIEWIT WATER FACILITIES SOUTH CO.
2050 Roanoke Rd, Westlake, TX 76262

Attachments

1. COSK-KWT-CMS-LTR-0125
2. PCO-0087 Assumptions and Clarifications Log

KIEWIT WATER FACILITIES SOUTH CO.
2050 Roanoke Rd, Westlake, TX 76262

South WWTP – MBR Project

June 10, 2025

City of Sherman (COS)
220 W. Mulberry Street
Sherman, TX 75090

Attn: Brian Beach

Subject: Potential Schedule and Cost Impacts from Power Pole Cutouts and Meter Install
Reference: COSK-KWT-CMS-LTR-0094, COSK-KWT-CMS-LTR-0106, COSK-KWT-CMS-LTR-0119

Dear Mr. Beach,

CMAR is providing Written Notice in reference to General Conditions 10.05 B and 12.03 for impacts to the schedule due to delays in the installation of a fused cutout on the power pole and the installation of the power pole meter. These items may result in cost impacts.

On April 16, 2025, the Engineer provided WCD-040 requesting CMAR to provide a temporary pad-mounted switch. CMAR coordinated the procurement and installation, and a temporary switchgear was delivered on April 22, 2025. It was fully installed by April 25, 2025. When the power pole and temporary switchgear were installed, the mutual understanding by CMAR and the Engineer was that the install of the meter was all that was necessary to energize the switchgear.

On May 14, 2025, the Engineer and CMAR met with ONCOR to discuss the startup power. ONCOR communicated that they do not have any standards enforcing the need to add a fused cutout for the underground MV feeder. This caused everyone to miss the need for a cutout. Furthermore, this was never discussed during the multiple online meetings and the two onsite meetings the team previously had with ONCOR, the Engineer, CMAR, and CMAR's Subcontractor. However, ONCOR highly recommended that a cutout be added on the customer pole (downstream of the revenue meter). ONCOR also mentioned that if the cutout was not installed, it could still be rejected by the person installing the meter (when the site is ready to energize). It was determined that ONCOR would install the recloser on the pole. On the afternoon of May 14, 2025, the Engineer requested CMAR to install the fused cutouts on the customer pole with fuse size of 150A. Alterman completed this cutout install on May 21, 2025. This additional work delayed the meter from being ordered.

On May 21, 2025, the meter was requested by the Engineer with expectations provided from ONCOR that the meter would be installed the day after requesting it. On May 30, 2025, the meter was installed and power was officially introduced to the site at the switchgear.

The combination of delays and the additional work of the cutouts on the power pole impacted ordering the meter causing the meter arrival to be delayed, which led to critical vendor startup activities being delayed. Huber, Eaton, and PremierFlow were delayed for week ending 5/31/25, and Smith & Loveless (S&L) and Global Pump Solutions were delayed for week ending 6/7/25. S&L are not available to come back to site until July 28, 2025, which causes an estimated 17 calendar day impact to Substantial and Final Completion.

CMAR is working on a TIA and will continue to collaborate with the Owner, Engineer, and Owner's Representative to discuss the impacts and to develop mitigation strategies that will result in the least impact to the project in terms of cost, time, and risk. CMAR suggests meeting on June 12, 2025, to discuss mitigations with the Owner, Engineer, and Owner's Representative.

Sincerely,

Kiewit Water Facilities South Co.

Kory Kyllo, Project Manager
South WWTP - MBR

CC:	GTUA	Paul Sigle, Nichole Murphy
	COS	Tom Pruitt, Clint Philpott, Wayne Lee
	Engineer	Sherri van der Wege, Alan Davis, Thomas Young
	Owner's Rep	Ron Mick, Hugh Brightwell, Toby Flinn
	Kiewit	TJ Paul, Kory Kyllo, Jill Crockett, Charles Wampler, John Lavelle

Attachment: Agreement References

Agreement References

00 52 23

4.03 CMAR and GTUA/City of Sherman recognize that time is of the essence in this Agreement and that GTUA/City of Sherman will suffer financial loss if the Work is not completed within the times specified in Paragraphs 2.01 and 2.02 above, plus any extensions of the Contract Times allowed in accordance with this Agreement and the General Conditions of the Construction Contract.

General Conditions

7.04 C.

If CMAR is damaged or delayed at any time in performing or furnishing the Work by any act or neglect of Owner or another contractor who is not directly or indirectly under the control of CMAR, and Owner and CMAR are unable to agree as to the extent of any adjustment in Contract Times attributable thereto, CMAR may make a Claim for an extension of times and its increased costs in accordance with Article 12. This paragraph does not prevent recovery from Owner or Engineer for activities that are their respective responsibilities.

10.05 B. Notice:

Written notice stating the general nature of each Claim shall be delivered by the claimant to Engineer and the other party to the Contract promptly (but in no event later than 30 07 days) after the start of the event giving rise thereto. The responsibility to substantiate a Claim shall rest with the party making the Claim. Notice of the amount or extent of the Claim, with supporting data shall be delivered to the Engineer and the other party to the Contract within 60 30 days after the start of such event (unless Engineer allows additional time for claimant to submit additional or more accurate data in support of such Claim). A Claim for an adjustment in Contract Price shall be prepared in accordance with the provisions of Paragraph 12.01.B. A Claim for an adjustment in Contract Times shall be prepared in accordance with the provisions of Paragraph 12.02.B. Each Claim shall be accompanied by claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant believes it is entitled as a result of said event. The parties agree and acknowledge that the ability to accurately determine causation, liability, and proper adjustments to the Contract Time and/or Contract Price under these conditions are extremely time sensitive. It is anticipated that a failure by CMAR to provide the aforementioned notice(s) and/or supporting documents within the prescribed deadlines would greatly frustrate if not make impossible the task of accurately analyzing the Claim. As such, CMAR hereby agrees failure by CMAR to provide the aforementioned notice(s) and/or supporting documents within the prescribed deadlines shall constitute a waiver of said Claim to the extent Owner demonstrates actual damages. The opposing party shall submit any response to Engineer and the claimant within 30 days after receipt of the claimant's last submittal (unless Engineer allows additional time).

12.01

The Contract Price may only be changed by a Change Order. Any Claim for an adjustment in the Contract Price shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.

B. The value of any Work covered by a Change Order or of any Claim for an adjustment in the Contract Price will be determined as follows:

12.02

A. The Contract Times may only be changed by a Change Order. Any Claim for an adjustment in the Contract Times shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.

B. Any adjustment of the Contract Times covered by a Change Order or any Claim for an adjustment in the Contract Times will be determined in accordance with the provisions of this Article 12.

12.03

A. Where Contractor is prevented from completing any part of the Work within the Contract Times due to delay beyond the control of Contractor, the Contract Times will be extended in an amount equal to the time lost due to such delay if a Claim is made therefor as provided in Paragraph 12.02.A. Delays beyond the control of Contractor shall include, but not be limited to, acts or neglect by Owner, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 7, fires, floods, epidemics, abnormal weather conditions, or acts of God. Any potential claim for such delay will be evaluated through a Change Order review process as defined in the contract documents.

B. If Owner, Engineer, or other contractors or utility owners performing other work for Owner as contemplated by Article 7, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times, or both. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.

C. If Contractor is delayed in the performance or progress of the Work by fire, flood, epidemic, abnormal weather conditions, acts of God, acts or failures to act of utility owners not under the control of Owner, or other causes not the fault of and beyond control of Owner and Contractor, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times, or both if such adjustment is essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays described in this Paragraph 12.03.C. Any such claim shall be fully compensated as set forth in a mutually agreed Change Order to complete performance of the Work as provided herein.

Commercial Bid Form Exception Tab			
Number	Section	Exception Notes	Revised Pricing Information
1		All work associated with WCD-040 or the pending WCD-040 Rev1 for the temporary pad mounted switchgears has been excluded from this PCO-0087.	
2			
3			
4			
5			
6			
7			
8			
9			
10			

PLUMMER

Potential Change Order (PCO) Request

PROJECT NO:1422-005-03

PROJECT: South Wastewater Treatment Plant - MBR
OWNER: City of Sherman
CONTRACTOR: Kiewit Construction South
ENGINEER: Plummer Associates, Inc.
PCO NO.: 088

DESCRIPTION: **Impacts Due to Lightning**

NOTIFICATION BY CONTRACTOR

The Contractor proposes to make the additions, modifications, or deletions to the Work described in the Contract Documents, as shown in Attachment "A" and requests that you take the following action:

- ☐ Notify us that you concur that this change does not require a change in Contract time or amount and issue a Field Order.
- ☒ Issue a Change Order for performing the described change. Change in Contract amount is indicated in the attached detailed cost breakdown of labor, materials, equipment and all other costs associated with this change. Impacts on Contract Time are shown in the attached revised schedule.
- ☐ Authorize the Contractor to proceed with the described change. Payment will be requested at the unit price bid.
- ☐ Authorize the Contractor to proceed with the change under the time and materials provisions of the Contract.
- ☐ Authorize this change utilizing Approval of Contingency Fund.

By: Kory Kyllo Date: 8/8/2025

ENGINEER'S RESPONSE

We respond to your request as follows: **Recommended total Cost of PCO 088 is $0.00 and 15 days**

- ☐ We concur that this is a no cost or time change. See attached/forthcoming Field Order No. / comments.
- ☐ Your proposal is recommended to the Owner with funding authorized by use of project Contingency Fund.
- ☒ Your proposal is recommended to the Owner. See attached/forthcoming proposed Change Order.
- ☐ Proceed with the change at the unit price bid.
- ☐ Proceed with the change under the time and materials provisions of the Contract.
- ☐ Additional information is required to evaluate this request. Provide information as described in the attached comments and resubmit.
- ☐ Potential Change Order Request is not accepted.

Construction Manager: _____ Date: 8/20/25

Engineer: _____ Date: 8.21.2025

Program Manager: _____ Date: 8/21/25

Owner: _____ Date: 8/21/2025

PAPE-DAWSON ENGINEERS

Project: COSK South Wastewater Treatment Plant - MBR Project

Owner: City of Sherman

Subject: Potential Change Order Review Memorandum

PCO088 – Impacts Due to Lightning

Date: 8/16/25

This Potential Change Order (PCO) is provided in response to impacts to the work that are beyond the control of the CMAR. This PCO requests 15 days be added to the contract because of impacts to the project from lightning. When lightning strikes are in the project area, all work must be shutdown to provide for safety of the workers until the lightning has cleared the area.

The CMAR provided the contractually required notifications of the impacts when the incident occurred and has provided the necessary time impact analysis to show that the time requested is a direct impact to critical path work on the project.

Reviews were provided by Plummer and Pape Dawson. It is the opinion of the combined project team that the incident cited by the CMAR was outside the control of the CMAR and the time requested is an accurate reflection of the impact to the project for the incident. Approval is recommended.

POTENTIAL CHANGE ORDER

Kiewit

Date: 08/08/2025	Potential Change Order #: PCO-0088	Revision #: 00
To: City of Sherman (COS) 220 W. Mulberry Street Sherman, TX 75090	Contract #: 1513-U Construction Manager at Risk (CMAR)	Project: South WWTP - MBR

Drawing, Specification, Equipment Number or Other Reference: General Conditions

Description of the Proposed Change Order Work: Impacts Due to Lightning

The Project Site has received lightning which required shutdowns for the safety of the employees on days which did not meet the rainfall requirements of the contractually required amount to qualify for a Rain Day; however, these lightning impacts have caused the CMAR to work less than 7 hours for a day or night shift on 15 days which is not considered a full Work Day per General Conditions 1.02 C. The lightning has had a detrimental impact to the Construction Schedule.

This PCO is submitted in accordance with General Conditions 12.02 Change of Contract Times and the adjustment in the Contract Times will be agreed upon by this Change Order.

PCO-0088 consists of a total 21 Calendar Day impact, however, at this time CMAR is requesting 15 additional Calendar Days which changes the Substantial Completion date to September 18, 2025, and the Final Completion date to December 17, 2025. CMAR reserves the right to utilize the remaining impact days, if necessary, in the future.

Kiewit Water Facilities South Co.'s proposal for this package represents $0.00.

This estimate is based on a 5-day work week, 10 hours per day.

Kiewit has marked pages in this document “confidential” as they contain proprietary rates and other information that are trade secrets in reference to Texas Government Code 552.110.

This quote is valid for 30 days from date of submission in accordance with General Conditions 10.05 C. CMAR reserves the right to update the cost if those 30 days are exceeded.

Construction				**Estimated Effect on Contract Price**
Lump Sum ($)				Change Impact ($)
$0.00				**$0.00**

Detailed components of above categories must accompany this estimate (discipline, craft, commodity of material, etc.)

Estimated Effect on Project Schedule (calendar days)		**Estimated Effect on Contract Terms**
Substantial Completion	15	09/18/2025
Final Completion	15	12/17/2025

Recommended by: Kiewit Water Facilities South Co.

Project Manager: _____ 8/8/2025

Contractor Date

Basis of Estimate: Impacts Due to Lightning Shutdowns

Summary

1. **A – Direct Cost (Labor)**	Sub-Total	$0.00
2. **B – Direct Cost (Supervision)**	Sub-Total	$0.00
3. **C – Direct Cost (PM, Supplies, Equipment, Subs)**	Sub-Total	$0.00
4. **D – Indirect Cost**	Sub-Total	$0.00
5. **E – Est. B&I / COMM (1.50%)**	Sub-Total	$0.00
6. **F – G&A (9.622%)**	Sub-Total	$0.00
7. **G – Fee (8.50%)**	Sub-Total	$0.00
	Grand Total	**$0.00**

Initiator

CMAR.

Merit

The Project Site had 15 days where less than 7 hours of working time were achieved due to lightning impacts; these days were not by contract, excused “Rain Days”. See table below. These shutdowns impacted the construction progress, see excerpts from the General Conditions below.

General Conditions: 1.02 Terminology C. Day:

2. A "Working Day" shall be a day which permits construction of the principal units of the Work for a period of not less than 7 hours between 7:00 a.m. and 6:00 p.m. Working Days do not include days on which weather or other conditions not under the control of the CMAR prevent CMAR from working the 7 hours defining a Working Day. Working Days do not include Saturdays, Sundays or any of the following holidays: New Year, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving and Christmas Eve and Christmas Day.

Summary

CMAR is entitled to a total 15 Working Day extension of the Contract Time as a result of the lightning shutdowns through July 8, 2025. 15 Working Days equates to 21 Calendar Days. In order to maintain current schedule expectations and benefit the Project, at this time, CMAR will only exercise the use of 15 of these 21 Calendar Days. CMAR reserves the right to utilize the remaining impact days shall they be needed in the future.

KIEWIT WATER FACILITIES SOUTH CO.
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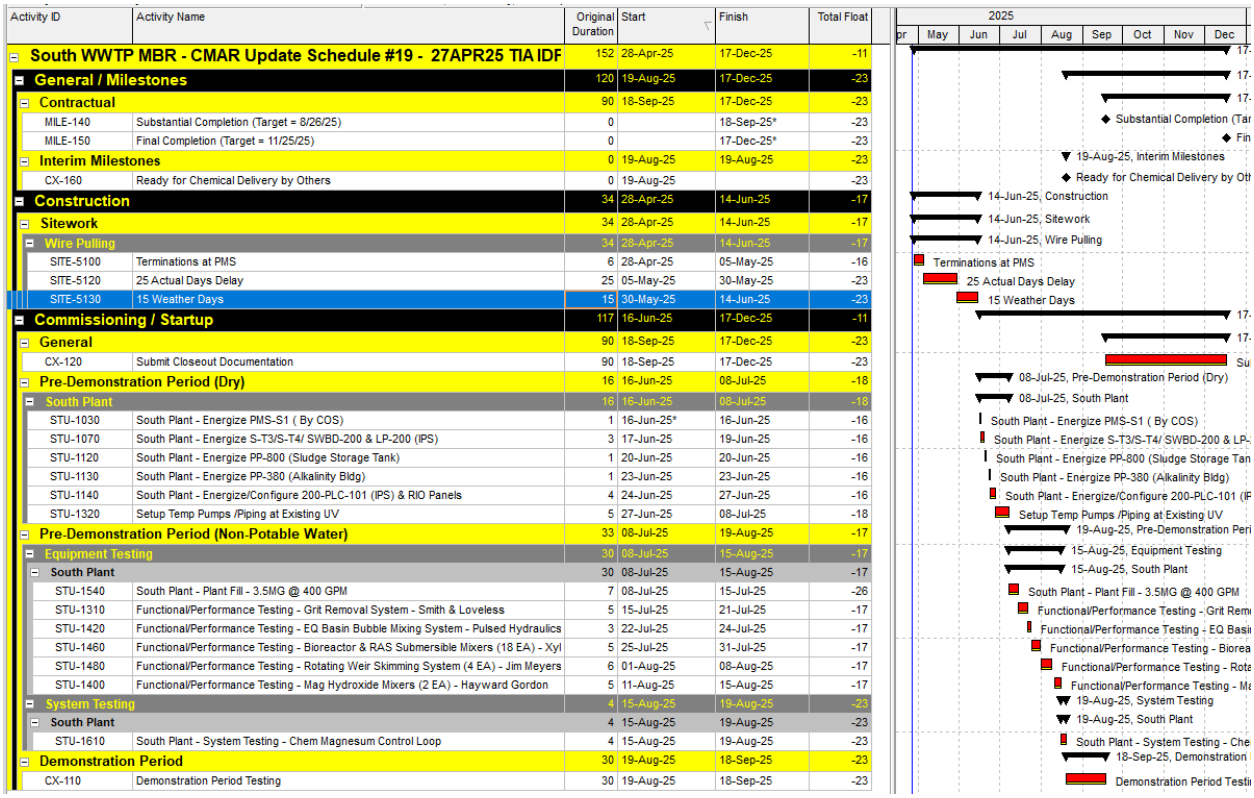

Image 1: Schedule Update showing added 15-day Activity for lightning days

In the table below, there were 8 Working Days that dayshift or nightshift crews were sent home due to lightning shutdowns and less than 7 hours of Work was achieved.

Date	Lightning Shutdown	Back to Work	Time Shut Down
3/8/2024	5:34	7:03	1:29
	7:46	9:23	1:37
Total			3:06
3/16/2024	12:34	13:56	1:22
	13:56	14:26	0:30
	14:28	15:14	0:46
	17:15	17:45	0:30
Total			3:08
4/20/2024	5:54	8:14	2:20
	8:16	9:12	0:56
	9:20	9:58	0:38
	10:06	10:37	0:31
	13:03	13:35	0:32
Total			4:57
3/25/2025	17:28	0:00	6:32
4/4/2025	12:18	15:34	3:16

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4/5/2025	7:00	7:43	0:43
	8:13	8:43	0:30
	9:09	10:00	0:51
Total			2:04
5/22/2025	10:58	11:31	0:33
	11:47	14:57	3:10
	15:06	16:11	1:05
Total			4:48
7/3/25	10:13	12:27	2:14

In the table below, there were 7 Working Days that half of the dayshift crews were sent home due to lightning shutdowns and less than 7 hours of Work was achieved for those crews.

Date	**Lightning Shutdown**	**Back to Work**	**Time Shut Down**
4/26/2024	6:16	7:00	0:44
	12:26	14:06	1:40
Total			2:24
5/21/2024	12:51	13:50	0:59
9/6/2024	13:47	15:29	1:42
4/2/2025	8:57	9:27	0:30
	10:07	10:38	0:31
Total			1:01
4/3/2025	5:00	6:02	1:02
	6:05	6:51	0:46
	8:47	9:50	1:03
Total			2:51
4/25/2025	5:00	6:47	1:47
	12:22	13:27	1:05
Total			2:52
5/15/2025	12:15	13:32	1:17

A table from November 20, 2023, to July 8, 2025, of all the lightning shutdowns including the ones above, lightning shutdowns that occurred on Rain Days, and Lightning Shutdowns where a minimum of 7 hours of Work was achieved is attached.

1. **A - Direct Cost (Labor)**

Total	$0.00

2. **B - Direct Cost (Supervision)**

KIEWIT WATER FACILITIES SOUTH CO.
2050 Roanoke Rd, Westlake, TX 76262

Total	$0.00

3. **C - Direct Cost (PM, Supplies, Equipment, Subs)**

Total	$0.00

4. **D - Indirect Cost**

Total	$0.00

5. **E - Est. B&I / COMM (1.50%)**

Total	$0.00

6. **F - G&A (9.622%)**

Total	$0.00

7. **G - Fee (8.50%)**

Total	$0.00

Attachments

1. Lightning Shutdowns
2. Rain Days Through June 11, 2025

KIEWIT WATER FACILITIES SOUTH CO.
2050 Roanoke Rd, Westlake, TX 76262

Lightning Shutdowns

Date	Lightning Shutdown	Back to Work	Time Shut Down	Notes
11/20/2023	3:03	3:35	0:32	
11/30/2023	12:13	13:08	0:55	
12/15/2023	6:53	7:48	0:55	Rain Day
1/8/2024	5:21	5:51	0:30	Rain Day
1/8/2025	10:17	11:12	0:55	Rain Day
1/8/2025	11:34	12:04	0:30	Rain Day
2/2/2024	23:27	0:40	1:13	
2/11/2024	5:36	6:06	0:30	
3/5/2024	15:14	18:57	3:43	
3/7/2024	2:06	2:46	0:40	Rain Day
3/7/2024	3:31	4:40	1:09	Rain Day
3/7/2024	7:22	9:05	1:43	Rain Day
3/8/2024	5:34	7:03	1:29	Less than 7 hours worked
3/8/2024	7:46	9:23	1:37	Less than 7 hours worked
3/14/2024	18:50	19:50	1:00	
3/16/2024	12:34	13:56	1:22	Less than 7 hours worked
3/16/2024	13:56	14:26	0:30	Less than 7 hours worked
3/16/2024	14:28	15:14	0:46	Less than 7 hours worked
3/16/2024	17:15	17:45	0:30	Less than 7 hours worked
4/10/2024	13:37	14:29	0:52	
4/20/2024	5:54	8:14	2:20	Less than 7 hours worked
4/20/2024	8:16	9:12	0:56	Less than 7 hours worked
4/20/2024	9:20	9:58	0:38	Less than 7 hours worked
4/20/2024	10:06	10:37	0:31	Less than 7 hours worked
4/20/2024	13:03	13:35	0:32	Less than 7 hours worked
4/24/2024	12:22	12:52	0:30	
4/26/2024	6:16	7:00	0:44	Less than 7 hours worked for half of craft
4/26/2024	12:26	14:06	1:40	Less than 7 hours worked for half of craft
5/1/2024	9:13	10:09	0:56	
5/9/2024	14:07	18:15	4:08	Rain Day
5/16/2024	8:10	8:40	0:30	Rain Day
5/16/2024	9:00	9:59	0:59	Rain Day
5/20/2024	5:39	6:09	0:30	
5/21/2024	12:51	13:50	0:59	Less than 7 hours worked for half of craft
5/22/2024	12:13	14:46	2:33	Rain Day

5/28/2024	3:19	10:44	7:25	Rain Day
5/30/2024	10:21	14:04	3:43	Rain Day
5/30/2024	14:58	15:35	0:37	Rain Day
6/1/2024	11:25	12:14	0:49	
6/3/2024	14:06	16:14	2:08	
6/3/2024	16:17	16:47	0:30	
6/4/2024	4:43	6:31	1:48	
6/5/2024	0:12	5:55	5:43	Rain Day
6/10/2024	11:48	12:18	0:30	
7/8/2024	11:13	12:10	0:57	Rain Day
7/8/2024	13:55	14:33	0:38	Rain Day
7/18/2024	15:08	16:06	0:58	
7/22/2024	2:00	7:07	5:07	Rain Day
7/23/2024	12:40	15:10	2:30	
8/9/2024	6:41	10:48	4:07	Rain Day
8/9/2024	11:29	12:39	1:10	Rain Day
8/27/2024	17:01	17:58	0:57	
8/29/2024	14:45	16:45	2:00	
9/6/2024	13:47	15:29	1:42	Less than 7 hours worked for half of craft
11/4/2024	11:31	12:32	1:01	Rain Day
11/4/2024	14:25	15:42	1:17	Rain Day
11/4/2024	15:53	17:30	1:37	Rain Day
11/4/2024	17:41	18:31	0:50	Rain Day
11/7/2024	18:25	18:55	0:30	
11/18/2024	6:29	7:41	1:12	Rain Day
12/4/2024	9:43	10:13	0:30	Rain Day
12/16/2024	15:01	17:38	2:37	
12/24/2024	6:30	10:24	3:54	Rain Day
12/24/2024	10:25	14:45	4:20	Rain Day
12/26/2024	10:17	11:05	0:48	Rain Day
12/26/2024	11:35	14:02	2:27	Rain Day
12/28/2024	10:10	10:58	0:48	
12/28/2024	12:15	13:18	1:03	
1/17/2025	14:26	15:02	0:36	
1/29/2025	10:32	11:49	1:17	Rain Day

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2/12/2025	5:04	5:34	0:30	Rain Day
3/4/2025	5:04	6:36	1:32	
3/8/2025	7:55	9:59	2:04	Rain Day
3/8/2025	10:47	12:04	1:17	Rain Day
3/8/2025	12:56	13:29	0:33	Rain Day
3/8/2025	14:40	15:38	0:58	Rain Day
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4/2/2025	10:07	10:38	0:31	Less than 7 hours worked for half of craft
4/3/2025	5:00	6:02	1:02	Less than 7 hours worked for half of craft
4/3/2025	6:05	6:51	0:46	Less than 7 hours worked for half of craft
4/3/2025	8:47	9:50	1:03	Less than 7 hours worked for half of craft
4/4/2025	12:18	15:34	3:16	Less than 7 hours worked
4/5/2025	7:00	7:43	0:43	Less than 7 hours worked
4/5/2025	8:13	8:43	0:30	
4/5/2025	9:09	10:00	0:51	
4/19/2025	5:00	7:21	2:21	
4/23/2025	5:46	8:47	3:01	Rain Day
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5/2/2025	6:13	6:43	0:30	Rain Day
5/2/2025	8:22	12:10	3:48	Rain Day
5/2/2025	12:45	13:48	1:03	Rain Day
5/5/2025	14:21	14:50	0:29	
5/6/2025	5:19	6:48	1:29	Rain Day
5/6/2025	6:54	7:53	0:59	Rain Day
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5/15/2025	12:15	13:32	1:17	Less than 7 hours worked for half of craft

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5/17/2025	18:27	19:45	1:18	
5/19/2025	16:07	19:44	3:37	
5/22/2025	10:58	11:31	0:33	Less than 7 hours worked
5/22/2025	11:47	14:57	3:10	Less than 7 hours worked
5/22/2025	15:06	16:11	1:05	Less than 7 hours worked
5/24/2025	5:27	6:26	0:59	
5/26/2025	5:00	5:07	0:07	Rain Day
5/26/2025	6:13	7:11	0:58	Rain Day
6/3/2025	18:57	22:42	3:45	Rain Day
6/11/2025	8:48	10:00	1:12	Rain Day
7/3/25	10:13	12:27	2:14	Less than 7 hours worked
7/4/25	4:26	5:19	0:53	Rain Day

Rain Days Through July 8, 2025

Month	Date	Year	Amount
Oct	24	2023	
	25	2023	
	26	2023	
	27	2023	
	28	2023	
	30	2023	0.58
Nov	10	2023	0.31
Dec	15	2023	0.31
	23	2023	0.32
	24	2023	1.38
Jan	8	2024	0.69
	22	2024	0.26
	23	2024	0.61
March	7	2024	0.31
	25	2024	0.7
April	8	2024	0.8
	9	2024	3.52
May	2	2024	0.51
	9	2024	1.27
	12	2024	0.89
	16	2024	0.5
	22	2024	0.64
	23	2024	3.5
	25	2024	0.81
	28	2024	1.14
	30	2024	1.02
	31	2024	1.23
June	2	2024	0.76
	5	2024	1.6
July	8	2024	0.73
	22	2024	0.69
August	9	2024	1.26
Sep	23	2024	0.58
	25	2024	0.54
Oct	31	2024	0.85
Nov	3	2024	0.79
	4	2024	0.52
	8	2024	0.73
	17	2024	0.45
	18	2024	0.37

Dec	4	2024	0.28
	18	2024	0.32
	24	2024	1.43
	26	2024	1.02
Jan	9	2025	4" Snow
	10	2025	2" Snow
	29	2025	0.67
	30	2025	0.85
Feb	12	2025	0.67
	19	2025	3" Snow
Mar	8	2025	0.53
	26	2025	1.81
	28	2025	1.06
Apr	7	2025	0.94
	23	2025	0.97
	24	2025	0.64
	30	2025	2.11
May	2	2025	0.56
	6	2025	1.64
	26	2025	2.07
	30	2025	0.93
June	3	2025	1.1
	8	2025	1.77
	11	2025	0.7
July	4	2025	0.7

PLUMMER

Potential Change Order (PCO) Request

PROJECT NO:1422-005-03

PROJECT: South Wastewater Treatment Plant - MBR
OWNER: City of Sherman
CONTRACTOR: Kiewit Construction South
ENGINEER: Plummer Associates, Inc.
PCO NO.: 089

DESCRIPTION: **Impacts Due to Electrical Decision Log Response Times**

NOTIFICATION BY CONTRACTOR

The Contractor proposes to make the additions, modifications, or deletions to the Work described in the Contract Documents, as shown in Attachment "A" and requests that you take the following action:

- ☐ Notify us that you concur that this change does not require a change in Contract time or amount and issue a Field Order.
- ☒ Issue a Change Order for performing the described change. Change in Contract amount is indicated in the attached detailed cost breakdown of labor, materials, equipment and all other costs associated with this change. Impacts on Contract Time are shown in the attached revised schedule.
- ☐ Authorize the Contractor to proceed with the described change. Payment will be requested at the unit price bid.
- ☐ Authorize the Contractor to proceed with the change under the time and materials provisions of the Contract.
- ☐ Authorize this change utilizing Approval of Contingency Fund.

By: Kory Kyllo Date: 8/8/2025

ENGINEER'S RESPONSE

We respond to your request as follows: **Recommended total Cost of PCO 089 is $0.00 and 2 days**

- ☐ We concur that this is a no cost or time change. See attached/forthcoming Field Order No. / comments.
- ☐ Your proposal is recommended to the Owner with funding authorized by use of project Contingency Fund.
- ☒ Your proposal is recommended to the Owner. See attached/forthcoming proposed Change Order.
- ☐ Proceed with the change at the unit price bid.
- ☐ Proceed with the change under the time and materials provisions of the Contract.
- ☐ Additional information is required to evaluate this request. Provide information as described in the attached comments and resubmit.
- ☐ Potential Change Order Request is not accepted.

Construction Manager: Brian Beach Date: 8/20/25

Engineer: Date: 8.21.2025

Program Manager: Date: 8/21/25

Owner: Thom J Pruitt P.E. Date: 8/21/2025

PAPE-DAWSON ENGINEERS

Project: COSK South Wastewater Treatment Plant - MBR Project

Owner: City of Sherman

Subject: Potential Change Order Review Memorandum

PCO089 – Impacts Due to Electrical Decision Log Response Times

Date: 8/16/25

This Potential Change Order (PCO) is provided in response to impacts to the work that are beyond the control of the CMAR. This PCO requests 2 days be added to the contract because of impacts to the project from coordination and response to electrical work items. The design engineer collaborated with the CMARs electrical sub-contractor to develop a system of issue occurrence and resolution that was faster than traditional requests for information. Overall, the team tracked 123 different issues and this was very successful in keeping the pace of work needed to maintain the project schedule. A few of these items required longer durations to provide full design guidance and these have impacted the schedule beyond the control of the CMAR.

The CMAR provided the contractually required notifications of the impacts when the incident occurred and has provided the necessary time impact analysis to show that the time requested is a direct impact to critical path work on the project.

Reviews were provided by Plummer and Pape Dawson. It is the opinion of the combined project team that the incident cited by the CMAR was outside the control of the CMAR and the time requested is an accurate reflection of the impact to the project for the incident. Approval is recommended.

POTENTIAL CHANGE ORDER

Kiewit

Date: 08/08/2025	Potential Change Order #: PCO-0089	Revision #: 00
To: City of Sherman (COS) 220 W. Mulberry Street Sherman, TX 75090	Contract #: 1513-U Construction Manager at Risk (CMAR)	Project: South WWTP - MBR

Drawing, Specification, Equipment Number or Other Reference:

Description of the Proposed Change Order Work: Impacts Due to Electrical Decision Log Response Times

An Electrical Decision Log was started in April 2025 to track electrical design changes and additions. With over 120 electrical decision log items, some responses took upwards of 43 days to get final direction. The average response time was 4.23 days. CMAR is requesting 2 days extension of the Contract Time to account for delays associated with these resolutions. CMAR reserves the right to claim additional days related to this issue in the future if further impacts are realized.

This PCO is submitted in accordance with General Conditions 12.02 Change of Contract Times and 12.03 Delays and the adjustment in the Contract Times will be agreed upon by this Change Order.

PCO-0089 consists of requesting 2 additional Calendar Days which changes the Substantial Completion date to September 20, 2025, and the Final Completion date to December 19, 2025. CMAR reserves the right to utilize the remaining impact days, if necessary, in the future.

CMAR is entitled to an equitable adjustment in Contract Price due to this delay. Time related overhead for this issue amounts to $117,474.74. However, to show its collaborative efforts as a member of the Sherman team, Kiewit Water Facilities South Co.'s proposal for this package represents $0.00 because time related overhead is not being assessed at this time but can be revisited at any time prior to execution of the associated change order.

This estimate is based on a 5-day work week, 10 hours per day.

Kiewit has marked pages in this document “confidential” as they contain proprietary rates and other information that are trade secrets in reference to Texas Government Code 552.110.

This quote is valid for 30 days from date of submission in accordance with General Conditions 10.05 C. CMAR reserves the right to update the cost if those 30 days are exceeded.

Construction				**Estimated Effect on Contract Price**
Lump Sum ($)				Change Impact ($)
$0.00				**$0.00**

Detailed components of above categories must accompany this estimate (discipline, craft, commodity of material, etc.)

Estimated Effect on Project Schedule (calendar days)		**Estimated Effect on Contract Terms**
Substantial Completion	2	09/20/2025
Final Completion	2	12/19/2025

Recommended by: Kiewit Water Facilities South Co.

Project Manager: _____ Contractor _____ 8/8/2025 Date

Basis of Estimate: Impacts Due to Electrical Decision Log Response Times

Summary

1. **A – Direct Cost (Labor)**	Sub-Total	$0.00
2. **B – Direct Cost (Supervision)**	Sub-Total	$0.00
3. **C – Direct Cost (PM, Supplies, Equipment, Subs)**	Sub-Total	$0.00
4. **D – Indirect Cost**	Sub-Total	$0.00
5. **E – Est. B&I / COMM (1.50%)**	Sub-Total	$0.00
6. **F – G&A (9.622%)**	Sub-Total	$0.00
7. **G – Fee (8.50%)**	Sub-Total	$0.00
	Grand Total	**$0.00**

Initiator

CMAR.

Merit

Response time on Electrical Decision Log changes and additions delayed electrical subcontractor from completing portions of their work.

Summary

CMAR is entitled to a 2 Calendar Day extension of the Contract Time as a result of the impacts caused by the Electrical Decision Log response times.

An Electrical Decision Log was started in April 2025 to track the numerous changes and additions to the electrical design that were arising towards the end of the above ground electrical work. The purpose of the log was to track the changes or additions, get quick verbal or email responses from the EOR, and resolve issues in a quicker timeframe than submitting and reviewing each item as a separate RFI. CMAR and EOR were in agreement with this decision.

Due to the number of electrical decision log items, some responses took upwards of 43 days to get final direction. The overall average response time was 4.23 days. CMAR is requesting a two (2) Calendar Day extension due to extended response times, delaying the electrical subcontractor from proceeding with portions of their work. See Image 1 below showing the July Schedule Update with the added 2-day activity. CMAR reserves the right to claim additional days related to this issue in the future if further impacts are realized.

KIEWIT WATER FACILITIES SOUTH CO.
2050 Roanoke Rd, Westlake, TX 76262

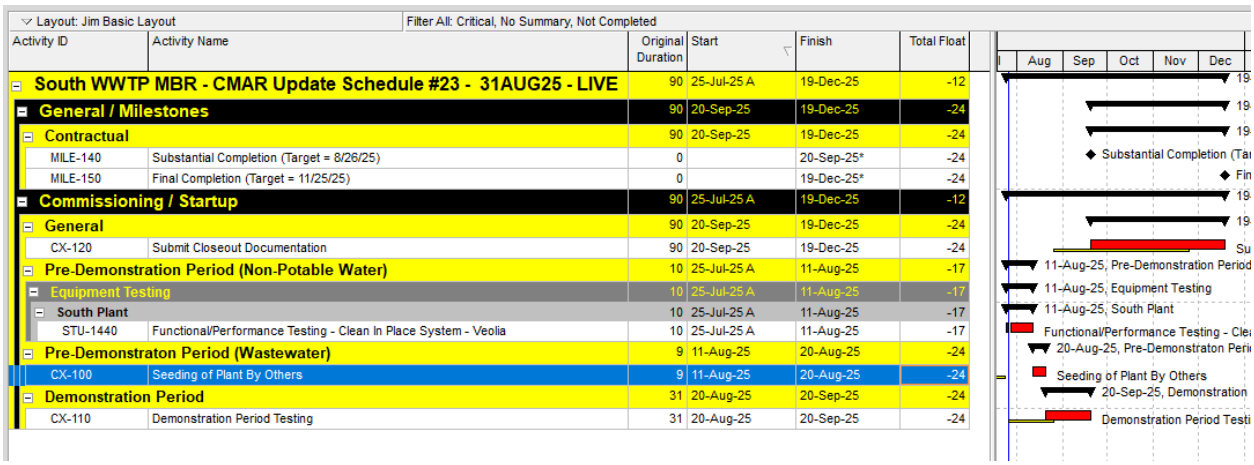

Image 1: July 2025 Schedule Update showing added 2-day Activity for ”Electrical Decision Log”

Per General Conditions, Article 12, 12.03 Delays, CMAR is entitled to an equitable adjustment in the Contract Price or the Contract Times, or both due to delays beyond their control. Time Related Overhead cost per day in July 2025 is estimated to be $58,737.37/day. For the 2-day delay, CMAR is entitled to an adjustment of $117,474.74. However, to show its collaborative efforts as a member of the Sherman team, Kiewit Water Facilities South Co.'s proposal for this package represents $0.00 because time related overhead is not being assessed at this time but can be revisited at any time prior to execution of the associated change order.

1. **A - Direct Cost (Labor)**

Total	$0.00

2. **B - Direct Cost (Supervision)**

Total	$0.00

3. **C - Direct Cost (PM, Supplies, Equipment, Subs)**

Total	$0.00

4. **D - Indirect Cost**

Total	$0.00

KIEWIT WATER FACILITIES SOUTH CO.
2050 Roanoke Rd, Westlake, TX 76262

5. **E - Est. B&I / COMM (1.50%)**

Total	$0.00

6. **F - G&A (9.622%)**

Total	$0.00

7. **G - Fee (8.50%)**

Total	$0.00

Attachments

1. Electrical Decision Log

KIEWIT WATER FACILITIES SOUTH CO.
2050 Roanoke Rd, Westlake, TX 76262

SHERMAN - ELECTRICAL DL & TF LOG

#	TITLE	DESCRIPTION	Solution / Answer	Did Kiewit or Plummer affect Alterman?	Changes in Drawings?	STATUS	OPENED DATE	CLOSED DATE	NOTES/COMMENTS	How long it took to close out?
1	Shared Conduits from equipment to Cable Tray	Utilize shared conduits for cables running from equipment to cable tray, as long as same voltage range and fill % is obeyed	Conduits can be shared, as long as NEC rules are followed	n/a	N	Closed	4/29/2025	4/30/2025		1
2	MCC-450 assembly	Cannot install the same amount of channel u-clamps as factory due to access.	Will only install u-clamps as accessible	n/a	N	Closed	4/30/2025	4/30/2025		0
3	MCC-450 assembly	MCC does not require rear access clearance per NEC.	Install as per Eaton recommendations min. 1/2in from wall	n/a	N	Closed	4/30/2025	4/30/2025		0
4	Drilling on top of EQ tank	Per DN Tanks / Eric Carlson, drilling for conduit supports on top of EQ tanks is acceptable (maximum 2" hole depth)	See description	n/a	N	Closed	4/30/2025	4/30/2025		0
5	RFI-0140 Formal Verbal Response	It is allowable to have 1-1/2" distance to edge for BRB threaded rods. THAT BEING SAID, Patrick will not answer the RFI until CST (cover subcontractor) can provide direction on how they'll be able to accommodate various pipes/conduits/stands impediments	This has been coordinated with process 6/12 and locations approved by Plummer.	Kiewit	Y	Closed	4/30/2025	6/12/2025		43
6	Instrument Mounting	PVC Flanges not being UV rated.	For instrument flanges use of SCH80 PVC non-UV will be permissable. They do not have to be insulated.	n/a	N	Closed	4/30/2025	4/30/2025		0
7	Blower building flooding Apr 30,25	Rain leaked from roof and potentially on drywall. Water also entered blower building from door. Eric Carlson do		n/a	N	Closed	4/30/2025	4/30/2025		0
8	Concern with grounding disonnects	Do disconnect racks need grounded?	Disconnects will not be needed to have a ground to the rack, as they are considered a 'stand'	n/a	N	Closed	4/29/2025	4/29/2025		0
9	MBR Support E-Room Cable Tray	confirm that in the electrical room at MSB, Alterman can proceed with using the lower cable tray for power cables and the higher cable tray for control cables. If necessary, the top cable tray can also be used for power cables, provided a divider is installed.	That is acceptable. Power on top would be ideal but either way will work	n/a	N	Closed	4/30/2025	4/30/2025		0
10	Alkalinty Tank mixer starters	Current location of tank mixers starters 1 & 2 does not allow for proper egress and 3' clearence	Tank mixer starters will be installed on the north wall of Alkalinty after todays walkdown discussion with Greg Bradley and Thomas Young	Plummer	Y	CLOSED	5/8/2025	5/8/2025		0
11	Switchboard and MCC cable lashing	cable lashing is required at a certain incident energy level	EoR confirmed that cable lashing is not required in any of the LV equipment	n/a	N	Closed	5/8/2025	5/8/2025		0
12	Sludge blower vfd cable	Bend radius issues with VFD cable in conduit	EoR approved the use of XHHW in lieu of VFD cable between blower VFD and blowers at sludge	n/a	N	Closed	5/9/2025	5/9/2025		0
13	PP-800 lug kit	breaker lug kit does not match cable size	EoR approved pin adapter when lug kit is not readily available	n/a	N	Closed	5/9/2025	5/9/2025		0
14	Control panel missing from drawings for MSB	500-AC-101 compressor panel is not shown on any layout drawings. Where did you have it planned?	Install near compressor	Plummer	Y	Closed	5/9/2025	5/9/2025		0
15	BRB AIC Panels Orientation	Hi Plummer, For the AIC panels located at the BRB, would you want the doors of the cabinets to be facing north or south when installed?	Facing north	Plummer	Y	Closed	5/12/2025	5/12/2025		0
16	SWBD Breaker Labeling	Confusion with naming breakers / wire labels at SWBD breakers because breaker location does not line up with one line diagram	Breakers will follow one line breaker numbers. Installation may not be in numerical order	n/a	Y	Closed	5/13/2025	5/13/2025		0
17	Pump Gallery Receptacle Feeds	There is a discrepancy in the drawings as to where the two receptacles at the pump gallery shown in the attached mark-up are getting fed from. Would you be able to confirm if these receptacles are being fed from LP 450 or LP-500? Are the receptacles at each of the locations shown in the power plan and the lighting plan? Please confirm. These are on the north wall of the pump gallery.	Receptacles in the pump room are fed from LP-500. These two receptacles that are circled on the top sheet labeled LP-450-17 should be the sampler receptacles that are circuits 24 & 26 in LP-500. The other receptacles on that wall from LP-500 17 that are already installed is good	Plummer	Y	Closed	5/14/2025	5/14/2025		0
18	Decisions made in Field 5/14	Support building cable	1.MC cable may be used for drop-in light fixture whips in the office area of the Support Bldg.	n/a	N	Closed	5/14/2025	5/14/2025		0
19	Decisions made in Field 5/14	Support building cable	2.MC cable may be used in finished areas of the Support Bldg. To go behind the dry wall instead of surface mounting. This cannot be used in the exterior walls with insulation. In those areas aluminum conduit will have to be utilized.	n/a	N	Closed	5/14/2025	5/14/2025		0
20	Decisions made in Field 5/14	Cable tray use in BB	3.Vertical cable tray may be used behind the large VFD's in the Bower Bldg. with the cables attached and entering the rear of the VFD with a CGB.	n/a		Closed	5/14/2025	5/14/2025		0
21	Decisions made in Field 5/14	Hardware	4.Standard hardware utilized in the transformers is acceptable .	n/a	N	Closed	5/14/2025	5/14/2025		0

22	Decisions made in Field 5/14	In response to note 5 below, want to confirm: This added data receptacle will be needed in the control room (West Room, adjacent to pump gallery), according to your email from May 6. See Screenshots below. Is this correct? Or does the data receptacle need to be added in the office room? (East Room, adjacent to exterior of building)	5.Receptacles on the west wall of the office are to be around 42" AFF and one DATA receptacle added next to the middle electrical receptacle. Will be in control room	Plummer	Y	Closed	5/14/2025	5/14/2025		0
23	Decisions made in Field 5/14	XFMR neutrals	6.Neutrals in the pad mounted transformers to be bonded to the ground	n/a	N	Closed	5/14/2025	5/14/2025		0
24	Decisions made in Field 5/14	Lighting in support building	7.Lighting and receptacle circuit homeruns in the Support Bldg. longer than 75Ft. will be #10 as per the notes on the plans but the wire to the devices can be #12.	Plummer	Y	Closed	5/14/2025	5/14/2025		0
25	Decisions made in Field 5/14	Bridge Crane disconnect location	8.The bridge crane disconnect is to be mounted at ground level on the closest concrete column to the building.	Plummer	Y	Closed	5/14/2025	5/14/2025		0
26	Decisions made in Field 5/14		9.Double wire ferrule is to be utilized in the disconnect switches thar are daisy chained.	n/a	Y	Closed	5/14/2025	5/14/2025		0
27	Decisions made in Field 5/14	PP800	10.Pins are to be used for the size wire that is on the plans but the lugs are not large enough to accommodate the size wire called out.	n/a	N	Closed	5/14/2025	5/14/2025		0
28	Decisions made in Field 5/14	IPS Soft Starter Lugs	11.In the soft starters at the IPS that has 500 kcmil pulled into them at the bottom of the starter, lugs may be installed and mining cable then installed from these lugs to the top of the starter.	Plummer	Y	Closed	5/14/2025	5/14/2025		0
29	Decisions made in Field 5/14	Rio Panel Locations	12.Locations for the RIO panels in the pump room of the support building have been determined to maintain working space.	See below	Y	Closed	5/14/2025	6/12/2025		29
30	Decisions made in Field 5/14	Recepticles in control room	13.The 6 electrical receptacles in the Control Room and the electrical receptacles on the east wall of the office are to be fed from the UPS panel.	Plummer	Y	Closed	5/14/2025	5/14/2025		0
31	IPS 200-PIT-101	Jissel, From our conversation with Patrick, we will install the instrument tap as shown below. Patrick, can you confirm ok? As I understand, the intention is to install the instrument between both the motorized plug valves at the IPS:	This location will be fine.	n/a	N	Closed	5/15/2025	5/16/2025		1
32	3500 Hope Concrete Mix	alterman used a different mix design for DB101	It is approved.	n/a	N	Closed	5/15/2025	5/16/2025		1
33	PTU 2nd Floor 300-GVU-111 Motor Conduit	Hi Plummer, After rotating the orientation of the disconnect rack for 300-GVU-111 to maintain working clearance, the installed embedded conduit would put our stub-up out of the way for the new orientation of the disconnect box. We would like to abandon this conduit and continue the existing N/S conduit run above ground directly from the motor of 300-GVU-111 to the new location of the disconnect rack for a cleaner stub-up into the box. We would like to get approval for this new routing before abandoning the existing embedded conduit and proceeding to install the proposed conduit run.	Rerouting is approved.	n/a	Y	Closed	5/19/2025	5/26/2025		7
34	Single Conductor Use at IPS	Alterman pulled single conductor at the IPS. Due to time constraints and to avoid any cable being repulled is it acceptable to keep the single conductor at the IPS?	At this time yes but only this facility.	n/a	n	Closed	5/27/2025	5/27/2025		0
35	PTU booster pump station	Patrick, the SWBD-300 conduit and wire schedule doesn't have a designation for the booster pump (SWBD-300:E9). What conduit and wire size is to be pulled to the booster pump station?	1" CONDUIT, 1-3/C#8+G.	Plummer	Y	Closed	5/27/2025	5/27/2025		0
36	Soft Starters	Does these feeds for the soft starters need to be paralleled or single feeds?	Only needs to be single feed of 3/0 type welding cable. you can do two feeds of 4/0 TEW wiring as Jeremie suggested.	Plummer	Y	Closed	5/16/2025	5/28/2025		12

37	EPS Test Reports	attached test reports from EPS. Any concerns please let me know	Cable testing is verified and for record copy. Cable testing indicates no damage occurred during installation and can be used to close out pulling calculation submittal.	n/a	N	Closed	5/19/2025	5/28/2025		9
38	#12 Cable from LP-450 to Air Scour Blower Heaters	Concern with #12/#10 cable size per note 8.4 on E-001	Lighting and Receptacle homeruns longer than 75' must be #10. Any other #12 cable longer than 200' must be upsized to #10 (or allowed by PM)	n/a	Y	Closed	5/16/2025	5/16/2025		0
39	Carbon Storage Flow Switch and Pressure Switch Inputs	There are Flow Switches (PI 370-111, PI 370-121, PI 370-131) and Pressure Switches (PSH 370-111, PSH 370-121, PSH 370-131) that were installed on each pump at the Carbon Storage. Would you be able to provide information as to where the inputs for these switches are terminated?	The flow switches are actually leak detectors in the pump housing. Attached is the submittal drawings showing connection of the leak detection. You will have to contact the pump supplier (he is furnishing the VFDs) to	Plummer/Kiewit	Y	Closed	5/30/2025	5/30/2025		0
40	Equalization Basin Air Compressor		Remove the existing wiring in conduit, pull 2 paralleling sets of 3#8, #12G in the existing conduit. Use double ferrule lugs at the breaker. The terminal blocks at the small junction box are set for paralleling sets.	Plummer	Y	Closed	5/30/2025	5/30/2025		0
41	Scum Pump Heat Trace Circuit	Hi Plummer, Would you be able to confirm that the heat trace circuit from the scum pump shown below is being fed from LP-450? The panel schedule for LP-450 doesn't call out a heat trace circuit from the scum pump.. If this is the case, would it be best to use one of the spare circuits in LP-450 circled below for this circuit?	Use circuit 21.	Plummer	Y	Closed	5/31/2025	6/1/2025		1
42	Single Conductor Cable Usage	Areas where single conductor can be used.	•SWBD-200:A8 – MUST BE MULTI-CONDUCTOR •SWBD-450:E7 – MUST BE MULTI-CONDUCTOR •PP-800: 25, 27, 29 – Remain Single-conductor PP-330:19,21,23 can remain single conductors.	n/a	N	Closed	5/30/2025	6/2/2025		3
43	Ground Resistance Tester	Just want to confirm the tester (in the picture) for grounding is acceptable. Please let me know.	Issue an RFI. I will change the specification 25 05 26, Paragraph 3.5, 2, b; To "Preform tests by Fall-of-Potential or Driving Point Impedence per IEEE 81."	n/a	N	Closed	6/3/2025	6/11/2025		8
44	Pressure Switches for Booster Pumps	Below is a snippet of the PIDs for PTU, EQ, Sludge. I recall us speaking about the PS being deleted @ PTU. Is this also the case at the EQ and Sludge? Please let us know as we do need this information prior to energizing.	No pressure switches. The booster pump stations are self contained and the low pressure switch is not required. If I need alarm status, the booster pumps station has a output for general alarm.	n/a	Y	Closed	6/4/2025	6/4/2025		0
45	EQ Tank 330-LSH-101 JB Mounting	Would Alterman be able to mount the junction box for 330-LSH-101 in the method proposed in the attached PDF? They're looking to install the box flat against the roof of the tank with the door facing up.	Yes that will be fine.	n/a	N	Closed	6/5/2025	6/5/2025		0
46	PTU Fine Screen Solenoids	Drawing shows (3) solenoids on each fine screen. Currently, each fine screen has (5). Looking for clarification on how these should be wired.	Huber response.	Kiewit	Y	closed	5/16/2025	6/4/2025		19
47	Ground rod testing	Clamp-on ground test equipment acceptable?	Acceptable per PM 5/26	n/a	N	Closed	5/27/2025	5/26/2025		-1
48	Receptacle in pump gallery moved	LP-500:17 receptacle shall be moved behind air dryer in pump gallery	Confirmed by Plummer on 6/3 Walk	Plummer	N	Closed	6/3/2025	6/3/2025		0
49	Disconnects for exhaust fans moved	Disconnects for exhaust fans to be moved on West wall of Pump Gallery (MBR-EF-03,04)	Confirmed by Plummer on 6/3 Walk	Plummer	y	Closed	6/3/2025	6/3/2025		0
50	Greenlee Clamp on Tester to be approved without calibration certificate	N/A	Verbally confirmed by Plummer 6/3	n/a	N	Closed	6/3/2025	6/3/2025		0
51	"Double Landing" Clarification	Double landing refers to two conductors landed inside the same lug when not rated for multiple conducors; two ring terminals on one stud is not considered double landing	Verbally confirmed by Plummer 6/3	n/a	N	Closed	6/3/2025	6/3/2025		0
52	Grounding for MCC-450 bucket cables	Grounds will be bolted to ground bus on top of MCC-450. Each power ground will be single landed, controls grounds to be "back-to-backed"	Verbally confirmed by Plummer 6/4	n/a	N	Closed	6/3/2025	6/3/2025		0
53	Coarse Screen Panel Terminations	Alterman requesting information on torque value for Coarse Screen panel terminations	Per conversation with Greg, terminations will be made hand-tight. No torque value requirement.	n/a	N	Closed	6/6/2025	6/9/2025		3
54	Re-Color Coding of 480V Multi-Conductor	Alterman requesting best path forward on re-coloring phases for 480V multi-conductor cables	Per conversation with Patrick, electrical tape (4-6") or heat shrink shall be allowed, IF uniform throughout panel	n/a	N	Closed	6/10/2025	6/10/2025		0
55	Manufacturer Provided Hardware is Missing	The manufacturer provided hardware for the aeration blowers is missing lock washers. Can Alterman use their own lock washers, provided they are Stainless Steel and submitted on?	Verbally confirmed 6/10	n/a	N	Closed	6/10/2025	6/10/2025		0
56	Dry-Type Transformer Grounding	Alterman requesting information on properly terminating ground wires inside dry-type transformers	Per conversation with Patrick, copy grounding layout in T-300. T-200 will need re-done.	n/a	N	Closed	6/10/2025	6/10/2025		0
57	SCADA and PLC Programming Task Force Meeting 6/11	Grounding at coarse screens and conveyors @ IPS /PTU	Patrick emailed a sketch.	Plummer	Y	Closed	6/11/2025	7/1/2025	6/30/25: Still need drawing for Grounding 7/1/25: Still need drawings for Grounding, Now Closed.	20
58	SCADA and PLC Programming Task Force Meeting 6/11	Soft Starter Size IPS (too large)	looking to install a smart overload system that will protect the pump	Plummer	N	Closed	6/12/2025	6/12/2025		0

59	SCADA and PLC Programming Task Force Meeting 6/11	I/O Points for Alkalinity Mixers	the schematic will be modified by Patrick.	Plummer	N	Closed	6/9/2025	6/12/2025		3
60	SCADA and PLC Programming Task Force Meeting 6/11	MBR Support Bldg. Office Receptacles	come through the North wall of the office from the Storage Room side and install surface mounted boxes and run conduit around the North and East walls about 6" from the floor. Need one receptacle in the center of the South Wall about 16" below ceiling for a tv mount later. WCD will be issued	Plummer	Y	closed	6/10/2025	6/24/2025		14
61	SCADA and PLC Programming Task Force Meeting 6/11	Sealing of manholes to stop water from entering the transformer	seal the ends of the conduits in manhole #9 with spray foam and the same in the conduit ends in the transformer at the IPS.	n/a	N	Closed	6/2/2025	6/11/2025		9
62	SCADA and PLC Programming Task Force Meeting 6/11	Networking – fiber and CAT 6	follow the network drawings for the plant provided by Patrick M. An RFI will be sent so the network plan can be provided	Plummer	Y	Closed	6/9/2025	6/13/2025		4
63	SCADA and PLC Programming Task Force Meeting 6/11	Sealing around bottom of Equipment	Seal around the bottom of equipment with clear silicone, the larger gaps may need to be grouted (such as the transformers at the IPS. This can be visited again if needed.)	n/a	N	Closed	6/10/2025	6/11/2025		1
64	SCADA and PLC Programming Task Force Meeting 6/11	The (2) sampler receptacles required at the MBR Support Bldg. locations	they are shown to be on the North wall of the Pump Room but will need to be relocated to the West wall. They will be located after the RIO and Turbidity panels are located.	Plummer	Y	Open	6/10/2025		6/30/25: Know locations, waiting on piping before placing on the wall 7/9/25: Piping is in corner, Thomas and Greg to go look today, may just have one rather than two 7/10/25: PM walked site 7/9/25 and has decided locations. PM to send photos to Electrical Team. 7/11/25: WCD to be issued today 7/14/25: WCD still WIP	
65	SCADA and PLC Programming Task Force Meeti	The water heater skid disconnect in the Mechanical Room of the MBR Support Bldg. is too high. Vendor Providided	A 3 Ft. platform will need to be installed in front of this skid at the same elevation as the skid	Plummer/Kiewit	Y	Open	6/10/2025		6/30/25: Plummer to provide sketch of fiberglass platform to bring disconnect to correct height 7/1/25: Should have RFI response today 7/8/25: RFI sent over, In Patrick's court for response, ALT-RFI-165 7/9/25: Still awating RFI response 7/10/25: PM to respond to RFI today 7/11/25: PM to respond to RFI today 7/14/25: RFI response is still WIP	
66	SCADA and PLC Programming Task Force Meeting 6/11	Style, elevation, locations, etc… for exit lights at the MBR Support Bldg.	Email provided by PM that shows locations and heights	Plummer	Y	Closed	6/10/2025	6/24/2025		14
67	BRB Mixer Cable Management	Wire management for mixer cables that are far from disconnect boxes as well as penetrating through flooring at BRB.	SEE ITEM 82	Plummer	Y	Closed	6/12/2025	6/24/2025		12
68	400-PIT-111 and 500-PIT-111 Conduit Runs	Using existing mechanical supports west and east of blower building to install supports for instrumentation conduit	Per email from PM, this is acceptable	n/a	N	Closed	6/12/2025	6/12/2025		0
69	Wrap-Around Label Use	Alterman requesting the use of wrap-around labels	Per email from PM, this is acceptable	n/a	N	Closed	6/13/2025	6/13/2025		0
70	Exit Light Location and Height	Alterman is requesting information on the height and location of exit lights in Membrane Basin and Membrane Support, and if there are any needed that aren't shown.	Email provided by PM that shows locations and heights	Plummer	Y	Closed	6/13/2025	6/24/2025		11
71	LP-450 CKT: 17	Alterman requesting to redline to a 20A breaker	Approved via conversatin with PM on 6/19/25	n/a	N	Closed	6/19/2025	6/19/2025		0
72	LP-200 CKT	Alterman requesting to redline to a 20A breaker	Approved via Conversation with GB due to minimal increase in amperage in comparison to other circuits	n/a	N	closed	6/19/2025	6/19/2025		0
73	MBR PLC to RIO	Redline from Fiber to Cat6	Patrick verbally confirmed that 550-PLC-101 to MBR Train 1-3 RIO panels will be CAT6, not Fiber. Redlines have been updated to reflect this change	Plummer	Y	Closed	6/19/2025	6/19/2025		0
74	MBR Fiber Optic Cable Submittal Verbal Approval	Alterman requesting answer on fiber optic cable submittal to be used in MBR Support	Patrick verbally confirmed that this will be accepted. Formal submittal still pending 6/20	n/a	N	Closed	6/19/2025	6/19/2025		0
75	Wire nuts for tight spaces	Inside of the motor termination boxes that are too small to use the silicon filled wire nuts, is it acceptable to instead use the orange/blue O/B+ 3M wire nuts?	Verbally confirmed by Plummer 6/12	n/a	N	Closed	6/12/2025	6/12/2025		0
76	Blower Building Lighting Dimensions	Alterman requesting additional dimensions on lighting plan for interior of blower building	Explained by Patrick, redlines updated	Plummer	y	Closed	6/23/2025	6/23/2025		0
77	MBR WAS Soft Starter Communicaitons	Alterman requesting information on Ethernet port in Soft starters	Per conversation with Patrick, Cat6 to be removed and replaced with 1-7/C#14 and hard-wired	Plummer	Y	Closed	6/23/2025	6/23/2025		0
78	RAS Wetwell Mixer communicatonis	Alterman requesting information on Ethernet port in RAS wetwell	Per conversation with Patrick, Alterman to remove I/O modules (2) from Alkalinity VFD's, and install in RAS mixer to enable ethernet port usage	Plummer	y	Closed	6/23/2025	6/23/2025		0
79	400-LIT-102 will not be installed	Drawing M-404 shows 400-LIT-102 to be installed in North of effluent channel. Will the Electrical team bring a circuit to this?	Verbally informed that this should not exist; Electrical team does not need to bring a circuit for this, nor install a probe.	Plummer	N	Closed	6/23/2025	6/23/2025		0
80	Control Wiring Torque Values	Alterman requesting information on torque values for control wiring	all Control wiring shall be hand tight (10 in*lbs)	n/a	N	Closed	6/24/2025	6/24/2025		0
81	BRB Cutouts for Electrical Devices	Alterman is requesting information/approval on the following BRB concerns regarding cutouts through covers: 1) For Spray solenoids, how should Alterman perform termination/splice (RFI-0163 was created to address this question) 2) Are the locations for (40) instrument probes okay to mirror the Mechanical drawings 3) Are MX and RCP wires to penetrate through hatch or in the cover adjacent (underneath the disconnect itself)?	1) See design drawn by Bobby, this has Plummer's approval. 2) Yes follow M-404 for locations of RLC Probes 3) Wire for MX and RCPs are to be routed such that they penetrate the cover underneath the disconnect (while not voiding working clearance) (See Decision log #95 for method)	Plummer	Y	Closed	6/17/2025	6/23/2025		6

82	MSB Soft Starters	The soft starters supplied in the electrical room in MSB are currently too large for the motors. The lowest amperage the starters go to are 20amp and 11amp. The starter that is rated for 20amp is an Eaton mistake which eaton is to correct. The 11amp is staying for now, but the starters are still oversized for the motors. The amps for the motors are 6.49amps.	Plummer to supply new starters for the MSB. Plummer wants Eaton to move the 11amp starters to the Tank Mixers, since the Tank Mixers are also oversized.	Plummer	Y	CLOSED	6/25/2025	7/7/2025	6/30/25: Plummer procuring new soft starters for the WAS pump 7/1/25: Plummer procuring downsized starters, ETA early week of 7/7 7/2: Eaton is supplying 11amp starter. Overnighted will arrive today. Patrick swapped the starter to Tank mixer, will not need eaton to do any work. Issue closed.	12
83	I/O Modules	The current I/O modules in the Tank Mixers are no longer needed. This was an open item from when Jeremie Bertin	See item 79.	n/a	n	CLOSED	6/25/2025	7/1/2025	6/30/25: Moving IO Modules to RAS mixers, drawing still needed to provide to Eaton on how to wire up 7/1/25: RAS mixers already have IO Modules installed. Closed	6
84	Solenoids on Chemical Skid	There are 3 solenoids currently on the chemical skid that are not shown on the drawings that require power	Plummer is working on a WCD for providing conduit to three solenoid valves as part of the high pressure air system.	Plummer	Y	Closed	6/25/2025	7/1/2025	6/30/25: Will be issued via a WCD, Ron Mick to push WCD 7/1/25: WCD has been issued	6
85	550-PLC-101 UPS circuit	PLC did not have space to land both normal and emergency power (from UPS panel EP-550). PLC comes with internal UPS from RLC.	No emergency power circuit necessary from EP-550 to 550-PLC-101. Per PM verbal.	Plummer	Y	Closed	6/26/2025	6/26/2025		0
86	Membrane Building HVAC BMS station	BMS work station location	Work station for BMS to be located in mechanical room (west wall). Per PM verbal/walk	Plummer	Y	Closed	6/27/2025	6/27/2025		0
87	MSB Office Area MC cable use	Is MC cable acceptable in MSB offices	Yes only in the office areas.	Plummer	N	CLOSED	6/3/2025	6/30/2025		27
88	Fire Ceiling in MBR Support Bldg	MBR Support Bldg	Fire Rated Troffer covers to be placed over recessed fixtures	Plummer	Y	Closed	6/30/2025	7/9/2025	7/1/25: Patrick to send over product data to Bobby Martin 7/8/25: Bobby to verify Alterman has procured 7/9/25: Alterman still waiting to hear back on procurement of troffers	9
89	Details for Ammonia Shelter	Lighting Panels and Receptacles	Will be issued via WCD	Plummer	Y	Open	6/30/2025		7/1/25: WCD is work in progress, 7/8/25: WCD is work in progress 7/9/25: WCD should be completed today 7/10/25: WCD should be delivered today 7/11/25: WCD will be issued 7/14/25: Drawing issued?	
90	LSL's for Veolia Chemical Totes	Low level switches shown on Veolia drawings and not contract drawings		Plummer/Kiewit	Y	Open	7/1/2025	7/15/2025	7/8/25: Will be required, drawing to be issued today per Patrick Moseley, Plummer to procure 7/9/25: Drawing is still work in progress 7/10/25: PM selected LSLs and wire routing. WCD incoming today 7/11/25: Will be included in packaged up WCD 7/14/25: Still awaiting WCD	14
91	Plummer Walk 7/1/25	On top of the MBR Basins, Alterman to run the control wiring through the disconnect, using the disconnect as raceway.	Verbally confirmed in field to use the disconnect as a raceway.	n/a	N	CLOSED	7/1/2025	7/1/2025		0
92	Plummer Walk 7/1/25	Penetrate east wall of the control room for CAT6. Use either half inch to 1.5in conduit. Will firecaulk around the conduit	Verbally confirmed in field ok to penetrate wall.	Plummer	N	CLOSED	7/1/2025	7/1/2025		0
93	Detail 780 Light Fixtures	Alterman is requesting more information on the light fixtures that are to be installed in the fabricated electrical canopies. Other than a gasketed LED 4' fixture, what is the specification for the fixture that is to be installed?	Per email from PM, C1 fixtures will be used.	Plummer	Y	Closed	7/1/2025	7/1/2025		0
94	Method of penetrating BRB covers	Provide a written direction for method of penetrating covers for MX & RCP cable to keep them protected.	RFI states that, "Alterman is seeking approval on utilizing a CGB and two lock washers (top and bottom)"	Plummer	N	Closed	7/7/2025	7/8/2025	COSK-ALT-DNG-RFI-0167 7/8/25: Item closed, path forward identified per Patrick Moseley	1
95	MSB restroom light fixture	drawings call for C3 (drop ceiling fixture), restroom is hard lid	Per email from PM, he will provide a different fixture type	Plummer	Y	Closed	7/8/2025	7/9/2025	7/8/25: Patrick to issue drawing, and provide catalog # for fixture today. 7/9/25: Received drawing, Alterman to procure	1
96	MX-113 Cable	MX-113 Disconnect is 15' away from the Mixer itself. Should Alterman move the disconnect closer or route cable into the cable tray	Cable may be routed into the cable tray rather than moving the disconnect closer. MOOT POINT THE CABLE IS TOO SHORT	n/a	N	Closed	7/8/2025	7/8/2025		0
97	Heaters at Injector Boxes at MBR channels	Drawing calls for 120V, and actual heaters are stated to be 240V		Kiewit	Y	Open	7/11/2025	7/15/2025	7/11/25: Issue was discovered yesterday evening, Magna did not procure correct heaters per their submittal 7/14/25: Magna to procure correct heater	4
98	Air Compressor Pressure switches	Need Mounting and Raceway locations approved by Patrick Moseley		Plummer	Y	Open	7/11/2025	7/15/2025	7/11/25: BM needing approval from PM on locations 7/14/25: Per BM, Thomas Benson sent over markup of where they will mount switches, PM walked with Alterman on 7/10	4
99	IS Circuits	Plummer to provide direction on intrinsically safe circuits.		Plummer	Y	Open	6/25/2025		7/14/25: Patrick went over it verbally, has not put out any official docs	
100	Aluminum Conduit installed CS and Alkalinity	Single conductors were pulled in lieu of multi conductors. The multi conductors require a larger ground with a long lead time. Alterman is requesting confirmation if this is acceptable for permanent installation.		n/a	N	Closed	7/7/2025	7/15/2025	7/14/25: Repairs made on 7/11, 7/12	8
101	MBR Priming System	The priming system shows one solenoid valve on the drawings. Each box has 2 solenoids. Plummer to investigate and provide direction.		Plummer	Y	Open	7/7/2025	7/15/2025	7/14/25: Patrick doing final verification on the voltage	8

102	IP Addresses	IP Addresses changed from what was originally provided		Plummer	N	Open	7/14/2025	7/15/2025	7/14/25: IP Addresses changed from .11 to .1, Tyler needs full comprenhensive list of IP addresses, he's been going off what was received initially	1
103	SCADA and PLC Programming Task Force Meeting	Cover plates need to be installed for Alterman's work to progress. Cover plates may not be the correct size. Bobby Martin to investigate the cover plate size. Covers are expected to be installed today.		Kiewit	N	Closed	6/25/2025	7/10/2025	Cover plates are not permitting Alterman to install instruments.	15
104	SCADA and PLC Programming Task Force Meeting	The Auma actuator rep is only programming the gates and not the valves. this item. Scaffolding is in the way for the Auma actuator rep to program/startup the two slide gates on the upstream side of each coarse screen channel. Bobby will look into this item.		Kiewit	N	Open	6/25/2025		Scaffolding blocking access	
105	SCADA and PLC Programming Task Force Meeting	Scaffolding is in the way of Alterman's work in the southwest corner. Bobby will work to get the cover plates installed next week, so that scaffolding can be removed.		Kiewit	N	Closed	7/2/2025	7/10/2025	Scaffolding blocking access	8
106	CS & Alkalinity	VFD Wiring method. Alterman had to wait on vendor but it sounds like the method was still incorrect.		Kiewit	N	Closed	6/30/2025	7/7/2025	Submittal in teambinder didn't have a wiring diagram. Vendor took a long time to respond, his email response wasn't correct so had to wait until onsite vendor to confirm wiring.	7
107	SCADA and PLC Programming Task Force Meeting	Conduits to the pumps will be changed to PVC coated aluminum. Work to be completed this week.		n/a	N	Closed	7/1/2025	7/14/2025	still waiting on plummer response whether its ok to stay or not. Alterman installed wrong material.	13
108	SCADA and PLC Programming Task Force Meeting	Grouted instrument. The flow meter vault had the high-level switch grouted in.		Plummer	Y	Open	7/7/2025	7/15/2025	Kiewit grouted permanent material. RLC to procure new instrument.	8
109	SCADA and PLC Programming Task Force Meeting	Single conductors were pulled in lieu of multi conductors. The multi conductors require a larger ground with a long lead time. Alterman is requesting confirmation if this is acceptable for permanent installation.		Plummer	Y	Open	7/7/2025	7/15/2025	Waiting on plummer response to see if cable has to be repulled. If it does it will cause "rework"	8
110	SCADA and PLC Programming Task Force Meeting	Alterman proposed keeping the disconnect for mixer 113 in its current location; however, there is not enough conduit to route this in the cable tray. The disconnect will need to be moved. 2) Scaffolding will need to be moved.		Kiewit	Y	Closed	7/7/2025	7/15/2025	Scaffolding blocking access	8
111	SCADA and PLC Programming Task Force Meeting	Plummer investigating detail from manufacturer on how to cover cable trays.		Plummer/Kiewit	N	Open	6/25/2025		Waiting on Plummer for this.	
112	Blower Building	Wiring for the blowers was delayed by vendor. Submittal did not have correct wiring diagram and Alterman had to wait on the vendor to come to site to know how to wire correctly.		Plummer/Kiewit	Y	Closed	6/12/2025	6/20/2025	Vendor submittal was not correct so it delayed Alterman until vendor had been onsite	8
113	SCADA and PLC Programming Task Force Meeting	There may be a wall pack for lighting on the west exterior wall of the MBR Support Building. Team to investigate this and potentially move.		plummer	Y	Open	7/2/2025	7/15/2025		13
114	SCADA and PLC Programming Task Force Meeting	Kiewit/Alterman looking into ways to rotate 8" air scour electrically actuated valve. This is currently facing outside the structure on the south side.		plummer	N	Open	7/2/2025	7/15/2025	Waiting on Kiewit to rotate valve so Alterman can wire up	13
115	SCADA and PLC Programming Task Force Meeting	The priming system shows one solenoid valve on the drawings. Each box has 2 solenoids. Plummer to investigate and provide direction.		plummer	Y	Open	7/2/2025	7/15/2025	Waiting on Plummer for this.	13
116	SCADA and PLC Programming Task Force Meeting	The HVAC system has had copper pipe (freon) run in the working space of the disconnects on the south side. The HVAC sub installed copper lines after the disconnects were installed. This makes the disconnects now incompliant with NEC.		Plummer/Kiewit	Y	Closed	6/25/2025	6/30/2025	Alterman to move disconnects. Creating rework for them	5
117	SCADA and PLC Programming Task Force Meeting	WCD for solenoid valves will need to be revised. A heat pack was provided for the exterior AHP drain line at the compressor. Patrick recommended providing heat trace and insulation for this area.		Plummer	Y	Closed	6/25/2025	6/30/2025	If HT is added, it will be creating extra work for Alterman. Until WCD is revised will not know.	5
118	SCADA and PLC Programming Task Force Meeting	Compressor switch item has been resolved. Veolia is furnishing two switches. Greg Bradley to look into this item more with Veolia on the NEMA 4X requirements.		Plummer/Kiewit	Y	Open	6/25/2025		Waiting on Veolia's instrument to wire into.	
119	SCADA and PLC Programming Task Force Meeting	There is not a drop ceiling for the electrical room. Plummer is looking at an appropriate fixture.		Plummer	Y	Open	7/2/2025	7/15/2025	Waiting on Plummer for this.	13
120	SCADA and PLC Programming Task Force Meeting	Door access hardware boxes call for CAT6 conduit. The rep also requires 120V conduit for power. Plummer to look into this item. An RFI will be submitted. This is for the MBR Support Building and Blower Building.		Plummer	Y	Open	7/9/2025	7/15/2025		6

121	Everywhere	Transmitter taps in ductile iron pipe to have a thread-a let per detail and not directly into pipe: 1. Kiewit Mechanical to provide documentation showing where saddle taps can be installed and where this isn't possible to Plummer for review. Kiewit Mechanical to provide solution on pressure gauge taps at the RAS Pump Station. At the Blower Building, there are pressure transmitters on the discharge header up high. It was decided to keep these as shown.		Plummer/Kiewit	Y	Open	6/11/2025		If some taps need to be redone, this wall cause rework for Instrumentation, delaying Alterman Sub.	
122	SCADA and PLC Programming Task Force Meeting	Coordinating Light Switches on Canopies with Sidewalks: Team will need to make sure this is coordinated. The switch at the Sludge Storage Tank will need to move/be reconfigured to align with sidewalk location		Plummer	Y	Open	7/2/2025	7/15/2025	TBD	13
123	Everywhere	Heat Trace Locations		Kiewit	Y	Open	6/2/2025			
124										0

Total Days from Open to Close	**487**
Average Days to Close	**4.23**

PLUMMER

Potential Change Order (PCO) Request

PROJECT NO:1422-005-03

PROJECT: South Wastewater Treatment Plant - MBR
OWNER: City of Sherman
CONTRACTOR: Kiewit Construction South
ENGINEER: Plummer Associates, Inc.
PCO NO.: 090

DESCRIPTION: **Impacts Due to Extension of Seeding Days**

NOTIFICATION BY CONTRACTOR

The Contractor proposes to make the additions, modifications, or deletions to the Work described in the Contract Documents, as shown in Attachment "A" and requests that you take the following action:

- ☐ Notify us that you concur that this change does not require a change in Contract time or amount and issue a Field Order.
- ☒ Issue a Change Order for performing the described change. Change in Contract amount is indicated in the attached detailed cost breakdown of labor, materials, equipment and all other costs associated with this change. Impacts on Contract Time are shown in the attached revised schedule.
- ☐ Authorize the Contractor to proceed with the described change. Payment will be requested at the unit price bid.
- ☐ Authorize the Contractor to proceed with the change under the time and materials provisions of the Contract.
- ☐ Authorize this change utilizing Approval of Contingency Fund.

By: Kory Kyllo Date: 8/8/2025

ENGINEER'S RESPONSE

We respond to your request as follows: **Recommended total Cost of PCO 090 is $0.00 and 6 days**

- ☐ We concur that this is a no cost or time change. See attached/forthcoming Field Order No. / comments.
- ☐ Your proposal is recommended to the Owner with funding authorized by use of project Contingency Fund.
- ☒ Your proposal is recommended to the Owner. See attached/forthcoming proposed Change Order.
- ☐ Proceed with the change at the unit price bid.
- ☐ Proceed with the change under the time and materials provisions of the Contract.
- ☐ Additional information is required to evaluate this request. Provide information as described in the attached comments and resubmit.
- ☐ Potential Change Order Request is not accepted.

Construction Manager: _____ Date: 8/20/25

Engineer: _____ Date: 8-21-2025

Program Manager: _____ Date: 8/21/25

Owner: Thom J Pruitt P.E. _____ Date: 8/21/2025

PAPE-DAWSON ENGINEERS

Project: COSK South Wastewater Treatment Plant - MBR Project

Owner: City of Sherman

Subject: Potential Change Order Review Memorandum

PCO090 – Impacts Due to Extension of Seeding Days

Date: 8/16/25

This Potential Change Order (PCO) is provided in response to impacts to the work that are beyond the control of the CMAR. This PCO requests 6 days be added to the contract because of impacts to the project from changes to the plant seeding procedure from the time of the GMP Amendment to the actual beginning of seeding the plant. In Amendment 07 (The GMP Amendment) the project schedule was agreed upon. That schedule included time for seeding the plant based on direction from the engineer and owner. The seeding procedure was changed and added 6 days to the time needed to fully seed the plant.

The CMAR provided the contractually required notifications of the impacts when the incident occurred and has provided the necessary time impact analysis to show that the time requested is a direct impact to critical path work on the project.

Reviews were provided by Plummer and Pape Dawson. It is the opinion of the combined project team that the incident cited by the CMAR was outside the control of the CMAR and the time requested is an accurate reflection of the impact to the project for the incident. Approval is recommended.

POTENTIAL CHANGE ORDER

Kiewit

Date: 08/08/2025	Potential Change Order #: PCO-0090	Revision #: 00
To: City of Sherman (COS) 220 W. Mulberry Street Sherman, TX 75090	Contract #: 1513-U Construction Manager at Risk (CMAR)	Project: South WWTP - MBR

Drawing, Specification, Equipment Number or Other Reference: COSK-PSE-AMD0007-Amendment 07

Description of the Proposed Change Order Work: Impacts Due to Extension of Seeding Days

Based on discussions with Plummer and the City of Sherman, CMAR clarified in their GMP proposal the seeding period for the first train of the BRB would take 9 days. In addition, during those discussions, the 30-day Demonstration Period could begin after the first train was seeded. The EOR later stated that the 30-day Demonstration Period could not start until all four trains were seeded and that seeding all four trains could take 15 days.

This PCO is submitted in accordance with General Conditions 12.02 Change of Contract Times and 12.03 Delays and the adjustment in the Contract Times will be agreed upon by this Change Order.

PCO-0090 consists of requesting 6 additional Calendar Days which changes the Substantial Completion date to September 26, 2025, and the Final Completion date to December 25, 2025.

CMAR is entitled to an equitable adjustment in Contract Price due to this delay. Time related overhead for this issue amounts to $293,623.61. However, to show its collaborative efforts as a member of the Sherman team, Kiewit Water Facilities South Co.'s proposal for this package represents $0.00 because time related overhead is not being assessed at this time but can be revisited at any time prior to execution of the associated change order.

This estimate is based on a 5-day work week, 10 hours per day.

Kiewit has marked pages in this document “confidential” as they contain proprietary rates and other information that are trade secrets in reference to Texas Government Code 552.110.

This quote is valid for 30 days from date of submission in accordance with General Conditions 10.05 C. CMAR reserves the right to update the cost if those 30 days are exceeded.

Construction				**Estimated Effect on Contract Price**
Lump Sum ($)				Change Impact ($)
$0.00				**$0.00**

Detailed components of above categories must accompany this estimate (discipline, craft, commodity of material, etc.)

Estimated Effect on Project Schedule (calendar days)		**Estimated Effect on Contract Terms**
Substantial Completion	6	09/26/2025
Final Completion	6	12/25/2025

Recommended by: Kiewit Water Facilities South Co.

Project Manager: _____ 8/8/2025

Contractor Date

Basis of Estimate: Impacts Due to Extension of Seeding Days

Summary

1. **A – Direct Cost (Labor)**	Sub-Total	$0.00
2. **B – Direct Cost (Supervision)**	Sub-Total	$0.00
3. **C – Direct Cost (PM, Supplies, Equipment, Subs)**	Sub-Total	$0.00
4. **D – Indirect Cost**	Sub-Total	$0.00
5. **E – Est. B&I / COMM (1.50%)**	Sub-Total	$0.00
6. **F – G&A (9.622%)**	Sub-Total	$0.00
7. **G – Fee (8.50%)**	Sub-Total	$0.00
	Grand Total	**$0.00**

Initiator

CMAR.

Merit

CMAR assumed the seeding period for the first train of the BRB would take 9 days. CMAR also assumed the 30-day Demonstration Period could begin after the first train was seeded. The EOR later stated that the 30-day Demonstration Period could not start until all four trains were seeded and that seeding all four trains could take 15 days.

Summary

CMAR is entitled to a total 6 Calendar Day extension of the Contract Time as a result of the impacts caused by the extension of the seeding period due to seeding all four trains instead of one train to start the 30-day Demonstration Period.

CMAR assumed the 30-day Demonstration Period could begin after the first train of the BRB was seeded. The seeding period for one train was assumed to be 9 days. This was shown in the Final GMP (Amendment 07) schedule shown below. During recent discussions, including the Hug and Howdy held on July 22nd, 2025, the EOR stated that the 30-day Demonstration Period would not begin until all four trains were seeded. They stated that this would take 15 days. The July Schedule Update will show this. A snippet from that schedule is shown below in Image 2.

CMAR is requesting these six additional calendar days be added to the schedule.

KIEWIT WATER FACILITIES SOUTH CO.
2050 Roanoke Rd, Westlake, TX 76262

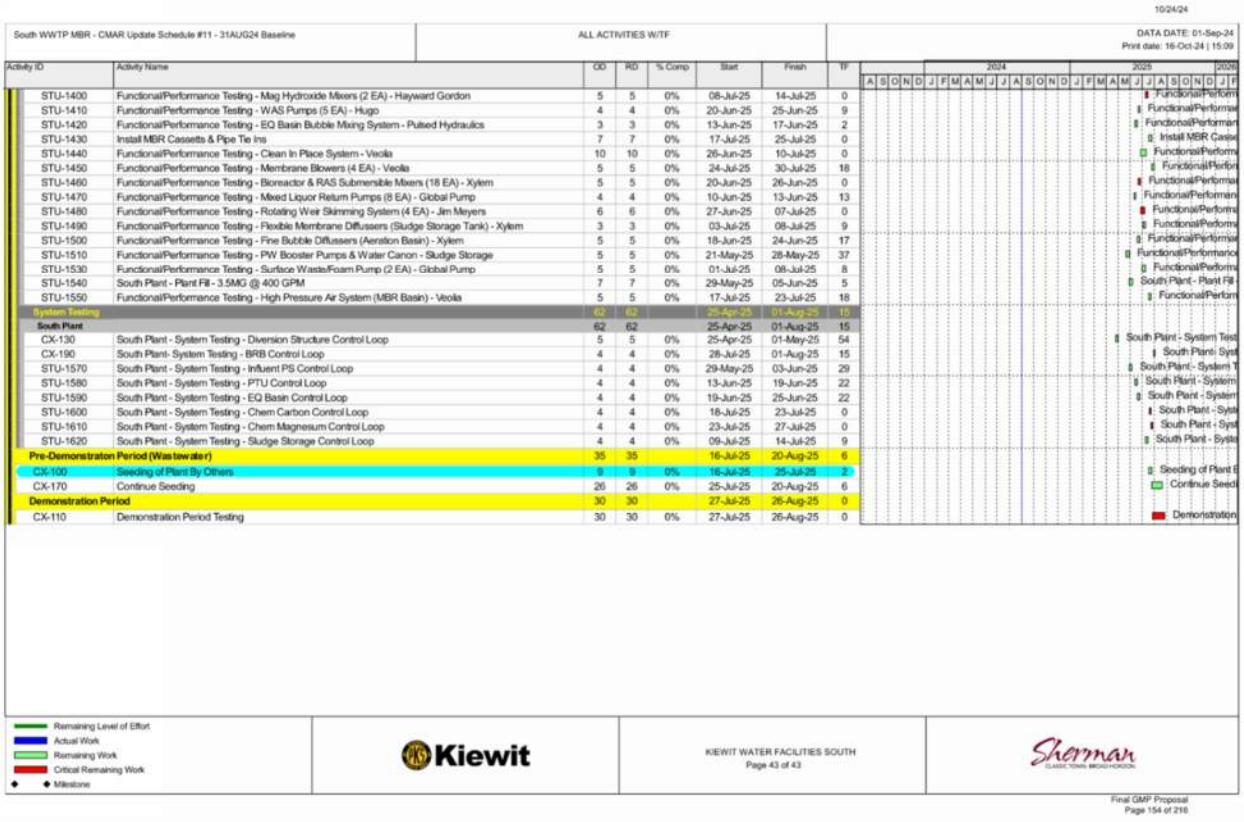

Image 1: Final GMP (Amendment 07) schedule showing assumed 9-day Activity ”Seeding of Plant By Others”

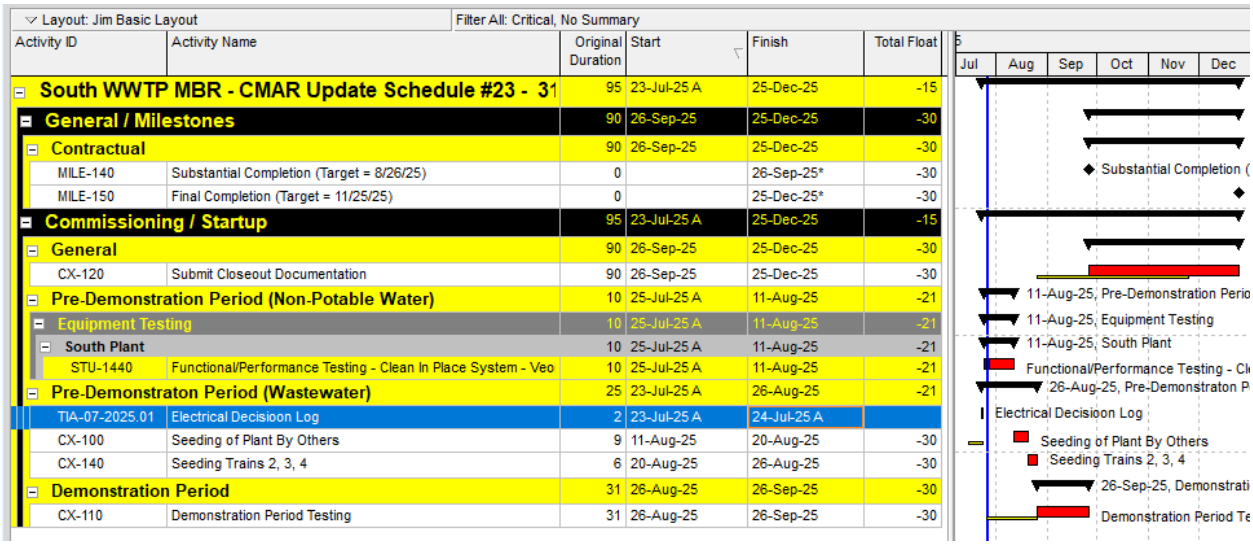

Image 2: July 2025 Schedule Update showing added 6-day Activity for ”Seeding Trains 2, 3, 4”

Per General Conditions, Article 12, 12.03 Delays, CMAR is entitled to an equitable adjustment in the Contract Price or the Contract Times, or both due to delays beyond their control. Time Related Overhead cost per day in August 2025 is estimated to be $48,937.27/day. For the 6-day delay, CMAR is entitled to

an adjustment of $293,623.61. However, to show its collaborative efforts as a member of the Sherman team, Kiewit Water Facilities South Co.'s proposal for this package represents $0.00 because time related overhead is not being assessed at this time but can be revisited at any time prior to execution of the associated change order.

1. **A - Direct Cost (Labor)**

Total	$0.00

2. **B - Direct Cost (Supervision)**

Total	$0.00

3. **C - Direct Cost (PM, Supplies, Equipment, Subs)**

Total	$0.00

4. **D - Indirect Cost**

Total	$0.00

5. **E - Est. B&I / COMM (1.50%)**

Total	$0.00

6. **F - G&A (9.622%)**

Total	$0.00

7. **G - Fee (8.50%)**

Total	$0.00

KIEWIT WATER FACILITIES SOUTH CO.
2050 Roanoke Rd, Westlake, TX 76262

Attachments

1. COSK-PSE-AMD0007-Amendment 07
2. PCO-0090 Assumptions and Clarifications Log

Amendment 07 was attached in the PCO submittal. This attachment was removed by Ron Mick to reduce the page count because the Amendment is readily available to review and substantiate that the schedule included therein indicates 9 days for the seeding process.

KIEWIT WATER FACILITIES SOUTH CO.
2050 Roanoke Rd, Westlake, TX 76262

Commercial Bid Form Exception Tab			
Number	Section	Exception Notes	Revised Pricing Information
1		It is assumed that it will take 15 Calendar Days for all four trains to be seeded. Any additional days beyond the 15 are excluded from this PCO-0090.	
2			
3			
4			
5			
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8			
9			
10			

PCO-0090 Assump+ons and Clarifica+ons Log

PLUMMER

Potential Change Order (PCO) Request

PROJECT NO:1422-005-03

PROJECT: South Wastewater Treatment Plant - MBR

OWNER: City of Sherman

CONTRACTOR: Kiewit Construction South

ENGINEER: Plummer Associates, Inc.

PCO NO.: 091

DESCRIPTION: **Impacts Due to Additional Seeding Days for All Four Trains and Cleaning of the Biological Reactor Basins**

NOTIFICATION BY CONTRACTOR

The Contractor proposes to make the additions, modifications, or deletions to the Work described in the Contract Documents, as shown in Attachment "A" and requests that you take the following action:

- ☐ Notify us that you concur that this change does not require a change in Contract time or amount and issue a Field Order.
- ☒ Issue a Change Order for performing the described change. Change in Contract amount is indicated in the attached detailed cost breakdown of labor, materials, equipment and all other costs associated with this change. Impacts on Contract Time are shown in the attached revised schedule.
- ☐ Authorize the Contractor to proceed with the described change. Payment will be requested at the unit price bid.
- ☐ Authorize the Contractor to proceed with the change under the time and materials provisions of the Contract.
- ☐ Authorize this change utilizing Approval of Contingency Fund.

By: Kory Kyllo Date: 8/28/2025

ENGINEER'S RESPONSE

We respond to your request as follows: Recommended total Cost of PCO 090 is $0.00 and 40 days

- ☐ We concur that this is a no cost or time change. See attached/forthcoming Field Order No. / comments.
- ☐ Your proposal is recommended to the Owner with funding authorized by use of project Contingency Fund.
- ☒ Your proposal is recommended to the Owner. See attached/forthcoming proposed Change Order.
- ☐ Proceed with the change at the unit price bid.
- ☐ Proceed with the change under the time and materials provisions of the Contract.
- ☐ Additional information is required to evaluate this request. Provide information as described in the attached comments and resubmit.
- ☐ Potential Change Order Request is not accepted.

Construction Manager: Brian Beach Date: 9/4/25

Engineer: Date: 9.4.2025

Program Manager: Date: 9/4/25

Owner: Thom J Smith P.E. Date: 9/4/2025

PAPE-DAWSON ENGINEERS

Project: COSK South Wastewater Treatment Plant - MBR Project

Owner: City of Sherman

Subject: Potential Change Order Review Memorandum

PCO091 – Impacts Due to Additional Seeding Days for All Four Trains and Cleaning of the Biological Reactor Basins

Date: 9/3/25

This Potential Change Order (PCO) is provided in response to impacts to the work based on delays of plant seeding and the need to provide additional cleaning of Biological Reactor Basins before re-starting the seeding process. This PCO requests 40 days be added to the project to allow for the time needed to complete this work and allow for seeding duration of 25 additional days.

The CMAR provided the contractually required notifications of the impacts when the incident occurred and has provided the necessary time impact analysis to show that the time requested is a direct impact to critical path work on the project.

Reviews were provided by Plummer and Pape Dawson. It is the opinion of the combined project team that the incident cited by the CMAR was outside the control of the CMAR and the time requested is an accurate reflection of the impact to the project for the incident. Approval is recommended.

POTENTIAL CHANGE ORDER

Kiewit

Date: 08/28/2025	Potential Change Order #: PCO-0091	Revision #: 00
To: City of Sherman (COS) 220 W. Mulberry Street Sherman, TX 75090	Contract #: 1513-U Construction Manager at Risk (CMAR)	Project: South WWTP - MBR

Drawing, Specification, Equipment Number or Other Reference: COSK-PSE-AMD0007-Amendment 07

Description of the Proposed Change Order Work: Impacts Due to Additional Seeding Days for All Four Trains and Cleaning of the Biological Reactor Basins

The CMAR, Owner, Engineer, and Owner's Advisor met on August 22, 2025, and agreed that seeding of all four trains by Owner and Engineer shall occur prior to the start of full plant Demonstration Period.

Additionally, recent inspections on top of the Biological Reactor Basin (BRB) have identified aluminum shavings made from modifications to the covers over the BRB. These shavings were identified, but there is currently no known quantity that has entered the water. CMAR was asked by the Engineer on August 26th, 2025, to provide a corrective action plan to remove the shavings. In a meeting held on August 27th, 2025, with CMAR, Owner, Engineer, and Owner's Advisor, CMAR presented an action plan to remove the shavings. The Owner and Engineer did not find the CMAR's plan to be sufficient and directed CMAR on August 28th, 2025, to remove all existing seed sludge from the BRB to perform cleaning of the basins to ensure there are no aluminum shavings in the BRB. This will cause a restart of the seeding process and set a new start-of-seeding date on September 8th, 2025.

With Engineer's current projection of a 28-day process to seed all four trains, the seeding will conclude on October 6th, 2025. October 6th, 2025, will then become the start of the 30-day Demonstration Period, leading to Substantial Completion on November 5th, 2025.

The combination of the City's request to seed all four trains prior to the start of the 30-day Demonstration Period, along with the cleaning process, will result in a 40-day adjustment of Contract Time.

This PCO is submitted in accordance with General Conditions 12.02 Change of Contract Times and 12.03 Delays and the adjustment in the Contract Times will be agreed upon by this Change Order.

PCO-0091 consists of requesting 40 additional Calendar Days which changes the Substantial Completion date to November 5th, 2025, and the Final Completion date to February 3rd, 2026. This request is to facilitate the demonstration of additional trains requested by Plummer and the City of Sherman and to perform a thorough cleaning of the basins.

This estimate is based on a 5-day work week, 10 hours per day.

Kiewit has marked pages in this document "confidential" as they contain proprietary rates and other information that are trade secrets in reference to Texas Government Code 552.110.

This quote is valid for 30 days from date of submission in accordance with General Conditions 10.05 C. CMAR reserves the right to update the cost if those 30 days are exceeded.

Construction				**Estimated Effect on Contract Price**
Lump Sum ($)				Change Impact ($)
$0.00				**$0.00**

Detailed components of above categories must accompany this estimate (discipline, craft, commodity of material, etc.)

Estimated Effect on Project Schedule (calendar days)		**Estimated Effect on Contract Terms**
Substantial Completion	40	11/5/2025
Final Completion	40	2/3/2026

Recommended by: Kiewit Water Facilities South Co.

Project Manager: _____ 8/28/2025

Contractor Date

Basis of Estimate: Impacts Due to Additional Seeding Days for All Four Trains and Cleaning of the Biological Reactor Basins

Summary

1. **A – Direct Cost (Labor)**	Sub-Total	$0.00
2. **B – Direct Cost (Supervision)**	Sub-Total	$0.00
3. **C – Direct Cost (PM, Supplies, Equipment, Subs)**	Sub-Total	$0.00
4. **D – Indirect Cost**	Sub-Total	$0.00
5. **E – Est. B&I / COMM (1.50%)**	Sub-Total	$0.00
6. **F – G&A (9.622%)**	Sub-Total	$0.00
7. **G – Fee (8.50%)**	Sub-Total	$0.00
	Grand Total	**$0.00**

Initiator

CMAR.

Merit

In a meeting held on August 22nd, 2025, the CMAR, Owner, Engineer, and Owner's Advisor agreed to seed all four trains prior to the start of the Demonstration Period. Then, during the week beginning August 24th, 2025, aluminum shavings were identified on the covers of the biological reactor basins (BRB). In discussions held on August 27th, 2025, the Owner has directed CMAR to remove all existing seed sludge from the BRB to perform cleaning of the basins to ensure there is no foreign debris in the BRB.

Summary

CMAR is entitled to a total 40 Calendar Day extension of the Contract Time as a result of the impacts caused by the extension of the seeding period due to seeding all four trains prior to the start of the 30-day Demonstration Period and to perform the cleaning of the BRB basins as directed by the Owner.

The CMAR, Owner, Engineer, and Owner's Advisor met on August 22, 2025, and agreed that seeding of all four trains by Owner and Engineer shall occur prior to the start of full plant Demonstration Period.

Recent inspections on top of the Biological Reactor Basins (BRB) have identified aluminum shavings made from modifications to the covers over the BRB. These shavings were identified, but there is currently no known quantity that has entered the water. CMAR was asked by the Engineer on August 26th, 2025, to provide a corrective action plan to remove the shavings. In a meeting held on August 27th, 2025, with CMAR, Owner, Engineer, and Owner's Advisor, CMAR presented an action plan to remove the shavings. The Owner and Engineer did not find the CMAR's plan to be sufficient and directed CMAR on August 28th, 2025, to remove all existing seed sludge from the BRB to perform cleaning of the basins to

KIEWIT WATER FACILITIES SOUTH CO.
2050 Roanoke Rd, Westlake, TX 76262

ensure there are no aluminum shavings in the BRB. This will cause a restart of the seeding process and set a new start-of-seeding date on September 8th, 2025.

With Engineer's current projection of 28 Calendar Days to seed all four trains, the seeding will conclude on October 6th, 2025. October 6th, 2025 will then become the start of the 30-day Demonstration Period, leading to Substantial Completion on November 5th, 2025.

At this time CMAR estimates the new milestones and time of completion (inclusive of time adjustments via PCO's 0087 – 0091) will be:

- Completion of Seeding – On or before October 6, 2025
- Start of Demonstration Period – On or before October 6, 2025
- Substantial Completion – On or before November 5, 2025
- Final Completion – On or before February 3, 2026

1. **A - Direct Cost (Labor)**

Total	$0.00

2. **B - Direct Cost (Supervision)**

Total	$0.00

3. **C - Direct Cost (PM, Supplies, Equipment, Subs)**

Total	$0.00

4. **D - Indirect Cost**

Total	$0.00

5. **E - Est. B&I / COMM (1.50%)**

Total	$0.00

KIEWIT WATER FACILITIES SOUTH CO.
2050 Roanoke Rd, Westlake, TX 76262

6. **F - G&A (9.622%)**

Total	$0.00

7. **G - Fee (8.50%)**

Total	$0.00

Attachments

1. COSK-PSE-AMD0007-Amendment 07
2. PCO-0091 Assumptions and Clarifications Log

Amendment 07 is included by reference. The physical attachment was removed by Ron Mick on 9/3/2025

KIEWIT WATER FACILITIES SOUTH CO.
2050 Roanoke Rd, Westlake, TX 76262

Commercial Bid Form Exception Tab			
Number	Section	Exception Notes	Revised Pricing Information
1		Based on the Engineers current projection to complete the seeding process, CMAR assumes that it will take the additional 28 Calendar Days beyond 9/8/25 for all four trains to be seeded. Any additional days beyond the 28 are excluded from this PCO-0091.	
2		SCADA integration and testing, by Engineer, should be finished once the extended seeding work is complete	
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SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting Agenda Item No. I.2.

Meeting Date: 10/6/2025

Prepared By: Travis Overturf, Senior Civil Engineer

Approved By: Zachary Flores, Acting City Manager

Caption:

CHANGE ORDER NO. 1

Approving the Greater Texoma Utility Authority's intention to approve Change Order No. 1 with Blackrock Construction for the Progress Park Sewer Industrial Sewer Outfall project

Issue:

To consider approval of the Greater Texoma Utility Authority's Intention to approve Change Order No. 1 in the amount of $668,237.20 with Blackrock Construction for the Progress Park Sewer Industrial Sewer Outfall project

Background:

This change order was at the request of staff and adds additional scope to the original contract. The additional scope resolves a conflict with the City's existing wastewater main crossing under US 75 at US 82 and the new improvements TxDOT is making to US 75. The existing wastewater main under US 75 has been determined to be in conflict with a portion of the proposed bridge structure for the US 75 main lanes. The City was already in design for this crossing due to the poor condition of the existing main. The timeline of this improvement was expedited due to the existing pipe condition and current work over this pipe by TxDOT.

This change order adds 12.3% to the original contract.

Capital Improvement Program:

24-052

Origination:

Engineering Department

Financial Consideration:

Funding needed for Change Order No. 1 is $668,237.20 and will be provided for with GTUA open market bonds.

Staff Recommendation:

It is recommended the Change Order No. 1 for the Progress Park Sewer Industrial Sewer Outfall project be approved.

Alternatives:

As may be directed by the City Council

Attachments:

1. Change Order No. 1
2. Vicinity Map

Change Order

No. 1

Date of Issuance: September 23, 2025

Project: Progress Park Sewer Industrial Sewer Outfall	Project No.: 1546-U Bid No.: 2025-05
Owner: GTUA on behalf of the City of Sherman	Date of Contract: 5th May 2025
Contractor: Blackrock Construction	

The Contract Documents are modified as follows upon execution of this Change Order:
See attached Change Order #1 spreadsheet (2-pages), additional plans and specs.

Justification:

Additional scope being added to the original contract. This change order includes the addition of a bore under HWY 75 to avoid an existing conflict with the ongoing TxDOT project.

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price: $5,436,911.00	Original Contract Times: Substantial completion days: 130 Substantial completion date: 10/21/2025
Increase from previously approved Change Orders No. 0 to No. 0: $0	Increase from previously approved Change Orders No. 0 to No. 0: Substantial completion days: 0 Substantial completion date: TBD
Contract Price prior to this Change Order: $5,436,911.00	Contract Times prior to this Change Order: Substantial completion days: 130 Substantial completion date: 10/21/2025
Increase of this Change Order: $668,237.20	Increase of this Change Order: Substantial completion days: 90 Substantial completion date: 01/19/2025
Contract Price incorporating this Change Order: $6,105,148.20	Contract Times with all approved Change Orders: Substantial completion days: 220 Substantial completion date: 01/19/2025

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: _____	By: _____	By: _____
Engineer (Authorized Signature)	Owner (Authorized Signature)	Contractor (Authorized Signature)
Date: 9/23/25	Date: _____	Date: 9-23-25
John T. Overhoff		

Sherman
CLASSIC TOWN. BROAD HORIZON.

REQUEST FOR QUOTE

US 82 Wastewater Line Replacement Phase 1
Date Due: September 22, 3:00 pm

PO Box 1106; Sherman, TX 75091-1106
CONTACT: Travis Overturf, P.E.
PHONE: (903) 328-3204
EMAIL: TravisO@ciyofsherman.com

THIS IS NOT AN ORDER

BlackRock Construction (Contractor) hereby agrees to:

- Mobilize equipment, personnel, provide bonds and insurance as noted herein,
- Installation of new sewer line, manholes, fittings, backfill, and all related appurtenances, as noted herein,
- Abandon existing sewer lines and manholes, as noted herein,
- Demobilize equipment and crew and remove debris from site,
- Provide all necessary safety measures to undertake tasks.

ITEM NO.	QNTY	DESCRIPTION	UNIT	UNIT PRICE	TOTAL PRICE
G1	1	Mobilization	LS	$ 26,500.00	$ 26,500.00
G2	1	Traffic Control	LS	$ 13,200.00	$ 13,200.00
G3	1	SW3P Implementation, Maintenance & Removal	LS	$ 2,200.00	$ 2,200.00
G4	1	Audio & Video Survey	LS	$ 550.00	$ 550.00
G5	1	Contingency Allowance	LS	$60,000	$60,000
G6	200	Sodding	SY	$ 13.75	$ 2,750.00
G7	200	Furnishing & Placing Topsoil	SY	$ 22.00	$ 4,400.00
G8	16	36" RCP (Class III)	LF	$ 412.50	$ 6,600.00
R1	568	Abandon in Place w/ Cellular Grout (8")	LF	$ 38.50	$ 21,868.00
R2	16	Remove 36" RCP	LF	$ 77.00	$ 1,232.00
R3	12	Remove & Replace Concrete Flume	SY	$ 330.00	$ 3,960.00
R4	1	Remove Existing Power Pole	EA	$ 4,400.00	$ 4,400.00
S1	68	8" PVC, SDR-26, Wastewater Pipe (Open-Cut)	LF	$ 203.50	$ 13,838.00
S2	38	8" PVC, SDR-26, Wastewater Pipe (Bore)	LF	$ 275.00	$ 10,450.00
S3A	553	24" Steel Casing Pipe (Bore)	LF	$ 671.00	$ 371,063.00

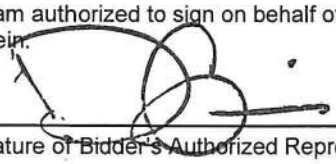
S3B	566	16" Carrier Pipe, SDR-26, Certa-Lok or HDPE, DR-13.5	LF	$ 123.20	$ 69,731.20
S4	1	5' Wastewater Manhole	EA	$ 20,350.00	$ 20,350.00
S5	1	6' Wastewater Drop Manhole	EA	$ 23,650.00	$ 23,650.00
S6	145	Trench Protection & Excavation Protection	LF	$ 11.00	$ 1,595.00
S7	2	Connect to Existing Manhole	EA	$ 4,950.00	$ 9,900.00
WORDS:					NUMBERS
				TOTAL BID PRICE	$ 668,237.20

Proposed delivery/start date: Immediately

Proposed construction duration: 90 Calendar Days

The undersigned, as an authorized official of bidder, certifies that this submittal is made without collusion with any other person, firm, or corporation; and in submitting a response to this request; has examined instructions, specifications, and terms and conditions of the solicitation. Respondent proposes and agrees to execute and fully perform in accordance with the instructions, specifications, terms and conditions of this request and any resulting agreement.

I certify that I am authorized to sign on behalf of the organization I represent for this offer, and agree to all terms and conditions described herein.



Signature of Bidder's Authorized Representative

09/22/2025
Date

Donny Gamblin
Printed Name

Blackrock Construction
Company Name

Operations Manager
Title

2400 HWY 287 #100
Address

donny@blackrockconstructiontx.com
Email address

Mansfield,Tx 76063
City, State, Zip Code

512-738-6700
Phone Number

47-5587727
Tax ID Number

IMPORTANT: Completion of this quote form is a requirement. Failure to do so may disqualify your submittal. This is a request for quote for the goods and/or services shown. The right is reserved to accept or reject quotations on each item separately, or as a whole, and to waive any irregularities in the quotation. Irregularities may, however, render the quotation non-responsive. The City may use several factors to judge a product or service and is not bound to accept the lowest quote.

SHEET LIST TABLE	
SHEET NUMBER	SHEET TITLE
1	COVER SHEET
2	GENERAL NOTES
3	QUANTITY SUMMARY
4	TRAFFIC CONTROL PLAN
5	PLAN & PROFILE 1 OF 2
6	PLAN & PROFILE 2 OF 2
7	CONSTRUCTION DETAILS 1 OF 7
8	CONSTRUCTION DETAILS 2 OF 7
9	CONSTRUCTION DETAILS 3 OF 7
10	CONSTRUCTION DETAILS 4 OF 7
11	CONSTRUCTION DETAILS 5 OF 7
12	CONSTRUCTION DETAILS 6 OF 7
13	CONSTRUCTION DETAILS 7 OF 7

GREATER TEXOMA UTILITY AUTHORITY
ON BEHALF OF THE CITY OF SHERMAN
US 82 WASTEWATER LINE REPLACEMENT PHASE I (1551-U)

KEY MAP
NOT TO SCALE

Sherman
CLASSIC TOWN. BROAD HORIZON.

GREATER TEXOMA UTILITY AUTHORITY

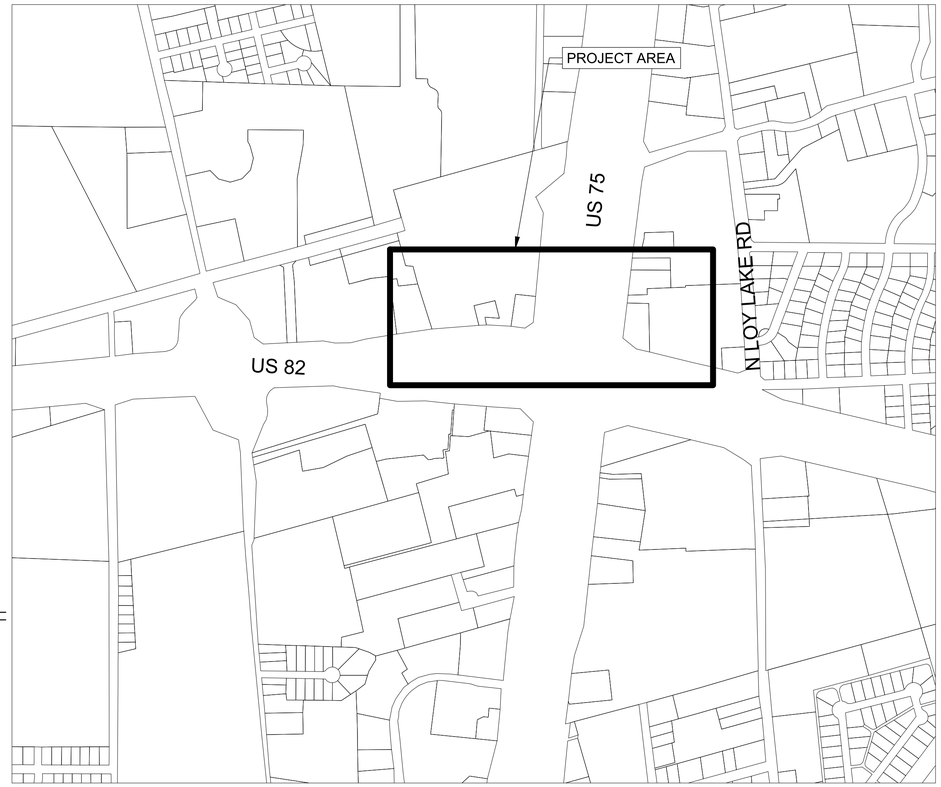
BRAD MORGAN, PRESIDENT
DONALD JOHNSTON, VICE PRESIDENT
STANLEY THOMAS, BOARD MEMBER
KEN BRAWLEY, BOARD MEMBER
MATT BROWN, BOARD MEMBER
ROBERT, HALLBERG, BOARD MEMBER
HENRY KOEHLER, BOARD MEMBER
KRISTOFOR SPIEGEL, BOARD MEMBER
SCOTT BLACKERBY, SECRETARY-TREASURER
PAUL SIGLE, MANAGER

CITY OFFICIALS

MAYOR	SHAWN TEAMANN
DEPUTY MAYOR	JUSTON DOBBS
CITY COUNCIL	JOSH STEVENSON
	PAMELA L. HOWETH
	DARON HOLLAND
	HENRY MARROQUIN
	CLAY BARNETT

CITY STAFF

CITY MANAGER	DR. ZACHARY FLORES, PHD
DIRECTOR OF ENGINEERING	WAYNE LEE, PE, CFM
UTILITY ENGINEER	TOM L. PRUITT, PE
CIVIL ENGINEER	TRAVIS OVERTURF, PE



LOCATION MAP
SCALE: NTS

100% PLANS

BEFORE YOU DIG Texas811.com

REV#	DATE	DESCRIPTION	BY

WADE TRIM
Wade Trim, Inc.
301 Commerce Street, Suite 2210
Fort Worth, TX 76102
682.237.7718 | www.wadetrim.com
Texas Registered Engineering Firm F-8794

STATE OF TEXAS
KENNETH W. TILLMAN
71422
LICENSED
PROFESSIONAL ENGINEER
8/19/2025

ISSUED FOR:	DATE:	BY:

JOB NO. SMN5004.01X

SHEET 1

PROJECT MANAGER:
DAN NATHANIEL DE GUZMAN
C:\USERS\DDEGUZMAN\D1678707\SHT-GOS-COVERSHT.DWG PLOTTED 8/18/2025 9:45 AM BY DE GUZMAN, DAN NATHANIEL

© Wade Trim, Inc.

GENERAL NOTES:

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING ALL UTILITIES, WHETHER PRIVATE OR PUBLIC, PRIOR TO EXCAVATION. THE INFORMATION AND DATA SHOWN WITH RESPECT TO EXISTING UNDERGROUND FACILITIES AT OR CONTIGUOUS TO THE SITE IS APPROXIMATE AND BASED ON INFORMATION FURNISHED BY THE OWNERS OF SUCH UNDERGROUND FACILITIES OR ON PHYSICAL APPURTENANCES OBSERVED IN THE FIELD. THE OWNER AND ENGINEER SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF ANY SUCH INFORMATION OR DATA; AND, THE CONTRACTOR SHALL HAVE FULL RESPONSIBILITY FOR REVIEWING AND CHECKING ALL SUCH INFORMATION AND DATA, FOR LOCATING ALL UNDERGROUND FACILITIES, FOR COORDINATION OF THE WORK WITH THE OWNERS OF SUCH UNDERGROUND FACILITIES DURING CONSTRUCTION, FOR THE SAFETY AND PROTECTION THEREOF, AND REPAIRING ANY DAMAGE THERETO RESULTING FROM THE WORK, THE COST OF ALL WILL BE CONSIDERED AS HAVING BEEN INCLUDED IN THE CONTRACT PRICE. THE CONTRACTOR SHALL NOTIFY ANY AFFECTED UTILITY COMPANIES OR AGENCIES IN WRITING AT LEAST 48 HOURS PRIOR TO BEGINNING CONSTRUCTION.
2. IT IS NOT THE INTENT OF THESE CONSTRUCTION NOTES TO COVER ALL DETAILS AND/OR SPECIFICATIONS REQUIREMENTS OF THE CITY OF SHERMAN. ALL WORK AND MATERIALS SHALL BE IN ACCORDANCE WITH CITY'S DESIGN CRITERIA, CONSTRUCTION STANDARDS, ORDINANCES, RULES, POLICIES, REQUIREMENTS AND REGULATIONS, AS WELL AS ANY OTHER APPLICABLE STATE AND/OR FEDERAL RULES, REGULATIONS, AND/OR REQUIREMENTS, AS THEY EXIST OR MAY BE AMENDED.
3. CALL TEXAS 811 TO LOCATE EXISTING UTILITIES PRIOR TO CONSTRUCTION.
4. CAUTION: BURIED FRANCHISE UTILITIES MAY EXIST ALONG THIS PROJECT. CONTACT THE APPROPRIATE PROVIDER 48 HOURS PRIOR TO EXCAVATION.
5. THE CONTRACTOR SHALL PROTECT ALL PUBLIC AND FRANCHISE UTILITIES DURING THE CONSTRUCTION OF THIS PROJECT. ALL MANHOLES, CLEANOUTS, WATER VALVES, FIRE HYDRANTS, AND OTHER APPURTENANCES SHALL BE ADJUSTED TO PROPER LINE AND GRADE BEFORE FINAL ACCEPTANCE BY THE CITY.
6. THE CONTRACTOR SHALL RE-ESTABLISH ANY PROPERTY MARKER, BENCHMARK, ETC. DISTURBED DURING CONSTRUCTION TO ITS ORIGINAL LOCATION.
7. ONLY THOSE ITEMS LISTED IN THE BID FORM WILL BE MEASURED AND PAID FOR AT THE UNIT PRICE. ALL OTHER WORK WILL BE CONSIDERED SUBSIDIARY AND BE INCLUDED IN THE UNIT PRICE FOR THE VARIOUS BID ITEMS.
8. THE CONTRACTOR SHALL COMPLY WITH OSHA REGULATIONS AND STATE OF TEXAS LAWS CONCERNING EXCAVATION, EMISSIONS, TRENCHING, SHORING, AND SITE SAFETY.
9. WHERE THE CONTRACTOR DESIRES TO MOVE EQUIPMENT NOT LICENSED FOR OPERATION ON PUBLIC HIGHWAYS OR ACROSS ANY PAVEMENT, HE SHALL PROTECT THE PAVEMENT FROM ALL DAMAGE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR RESTORING ANY DAMAGED PAVEMENT TO A CONDITION EQUAL TO OR BETTER THAN THE EXISTING CONDITION.
10. POSITIVE DRAINAGE MUST BE RE-ESTABLISHED FOR ALL GUTTER LINES, DRAINAGE SWALES AND CULVERTS AFFECTED BY THE CONSTRUCTION OPERATIONS. THIS WORK SHALL BE CONSIDERED SUBSIDIARY TO THE PROJECT COST AND REFLECTED IN THE UNIT BID PRICES FOR THE VARIOUS ITEMS LISTED IN THE PROPOSAL.
11. THE CONTRACTOR SHALL NOT PLACE FILL OR WASTE MATERIAL ON ANY PRIVATE PROPERTY WITHOUT PRIOR WRITTEN AGREEMENT WITH PROPERTY OWNER AND PROVIDED TO THE CITY.
12. NO EXCESS EXCAVATED MATERIAL SHALL BE DEPOSITED IN LOW AREAS OR ALONG NATURAL DRAINAGE WAYS WITHOUT WRITTEN PERMISSION FROM THE CITY OF SHERMAN. IF THE CONTRACTOR PLACES EXCESS MATERIAL IN AREAS WITHOUT WRITTEN PERMISSION, THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL DAMAGE RESULTING FROM SUCH FILL AND THE CONTRACTOR SHALL REMOVE THE MATERIAL AT THEIR OWN COST IF THE CITY SO DIRECTS.
13. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OFF-SITE DISPOSAL OF ALL EXCESS EXCAVATION. THE CONTRACTOR SHALL SUBMIT A "STOCKPILE PLAN" THAT SHOULD DESIGNATE LOCATIONS FOR TEMPORARY STORAGE OF THE EXCAVATED SOIL. THIS STOCKPILE PLAN SHALL BE SUBMITTED TO THE CITY FOR REVIEW AND APPROVAL PRIOR TO THE START OF WORK. THE CONTRACTOR SHALL NOT BE ALLOWED TO STRING PIPE, FITTINGS, OR APPURTENANCES ALONG THE PROJECT.
14. THE CONTRACTOR SHALL RE-VEGETATE ALL DISTURBED AREAS. RE-VEGETATION SHALL BE PERFORMED IN ACCORDANCE WITH TECHNICAL BID ITEM NUMBER FOR SODDING UNLESS OTHERWISE DIRECTED. RE-VEGETATION SHALL BE ACCEPTABLE WHEN VEGETATION GROWTH ACHIEVES ONE INCH IN HEIGHT WITH 85 PERCENT COVERAGE AND LESS THAN 10 SQUARE FEET BARE.
15. STANDARD WORK HOURS SHALL BE DEFINED AS THE HOURS BETWEEN 7:00 AM AND 8:00 PM MONDAY THROUGH FRIDAY AND 8:00 AM. TO 5:00 PM SATURDAY. NO CONSTRUCTION EQUIPMENT OR MACHINERY SHALL BE OPERATED BEFORE OR AFTER STANDARD WORK HOURS. WORK BETWEEN THE HOURS OF 7:00 PM AND 7:00 AM SHALL NOT BE DONE WITHIN 10,000 FEET OF ANY RESIDENCE AND SHALL NOT BE DONE WITHOUT THE WRITTEN CONSENT OF THE CITY OF SHERMAN'S ENGINEERING DEPARTMENT. WORK ON SATURDAY MUST BE REQUESTED BY THE CONTRACTOR TO THE CITY OF SHERMAN'S ENGINEERING DEPARTMENT NOT LATER THAN THE PRIOR THURSDAY. WORK ON SUNDAY SHALL NOT BE DONE WITHOUT CONSENT OF THE CITY OF SHERMAN'S ENGINEERING DEPARTMENT EXCEPT IN CONNECTION WITH THE CARE, MAINTENANCE OR PROTECTION OF EQUIPMENT OR ALREADY COMPLETED WORK OR TO CORRECT CONDITIONS THAT ARE UNSAFE TO THE PUBLIC.
16. THE CONTRACTOR SHALL NOT BE ALLOWED TO STAGE OR STOCKPILE ANY SPOILS, EXCAVATED MATERIAL, OR FILL MATERIAL WITHIN PROJECT LIMITS WITHOUT PRIOR APPROVAL OF THE CITY. CONTRACTOR SHALL BE REQUIRED TO TRANSPORT (IN/OUT) SPOILS AND FILL MATERIAL AS NECESSARY. CONTRACTOR SHALL BE REQUIRED TO COORDINATE WITH THE CITY IF HE INTENDS TO STOCKPILE OR DELIVER SPOILS AT OR TO ANY LOCATION WITHIN THE CITY.
17. IF EXISTING IRRIGATION SYSTEMS ARE PRESENT, CONTRACTOR SHALL TAKE CARE NOT TO DAMAGE EXISTING IRRIGATION SYSTEMS. ANY DAMAGE TO IRRIGATION SYSTEMS SHALL BE IMMEDIATELY REPAIRED BY THE CONTRACTOR TO THE CITY'S SATISFACTION AT NO COST TO THE CITY.
18. THE CONTRACTOR SHALL PROVIDE A VIDEO SURVEY OF THE PROJECT SITE PRIOR TO CONSTRUCTION TO BE USED AS REFERENCE FOR FINISHED CONDITIONS.
19. THE CONTRACTOR SHALL SUBMIT A CONSTRUCTION SEQUENCE FOR APPROVAL PRIOR TO BEGINNING WORK. SEQUENCING SHALL INCLUDE SCHEDULE FOR CLEARING COMPLETED SECTIONS.
20. POWER POLES SHALL BE BRACED DURING CONSTRUCTION. ANY DAMAGE TO EXISTING POWER POLES OR OTHER STRUCTURES SHALL BE REPAIRED OR REPLACED TO A CONDITION AS GOOD OR BETTER THAN THE EXISTING CONDITION. BRACING, REMOVING, REPLACING, AND REPAIRING EXISTING STRUCTURES SHALL BE CONSIDERED SUBSIDIARY TO THE PROJECT COST AND REFLECTED IN THE UNIT BID PRICES FOR THE VARIOUS ITEMS LISTED IN THE PROPOSAL. THE CONTRACTOR SHALL COORDINATE POWER POLE BRACING AND CONSTRUCTION ADJACENT TO FRANCHISE FACILITIES WITH THE APPROPRIATE FRANCHISE UTILITY OWNER. COORDINATION WITH FRANCHISE UTILITIES SHALL BE CONSIDERED SUBSIDIARY TO THE PROJECT COST AND REFLECTED IN THE UNIT BID PRICES FOR THE VARIOUS BID ITEMS LISTED IN THE PROPOSAL.
21. THE CONTRACTOR SHALL NOTIFY THE CITY OF SHERMAN'S PROJECT MANAGER 48 HOURS PRIOR TO THE START OF ANY CONSTRUCTION.
22. THE CONTRACTOR SHALL PROTECT ALL EXISTING SIGNS DURING CONSTRUCTION.
23. HORIZONTAL CONTROL POINTS AND VERTICAL BENCHMARKS HAVE BEEN ESTABLISHED AND ARE SHOWN ON THE PLANS. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO ESTABLISH AND MAINTAIN HORIZONTAL AND VERTICAL ALIGNMENT OF THE WASTEWATER LINE BEFORE AND DURING CONSTRUCTION.
24. THE CONTRACTOR IS REQUIRED TO CLEANLY SAW-CUT PAVED SURFACES TO ASSURE AN EVEN CUT. SAWCUTTING SHALL BE CONSIDERED SUBSIDIARY TO VARIOUS BID ITEMS.
25. CONTRACTOR SHALL TAKE CARE NOT TO DAMAGE PAVEMENT ALONG ALL ROADS. THE CONTRACTOR SHALL COORDINATE WITH THE CITY REGARDING ANY OTHER LOCATIONS WHERE PAVEMENT REPAIR WILL BE NECESSARY PRIOR TO DAMAGING THE PAVEMENT. ANY PAVEMENT DAMAGE DONE WITHOUT PRIOR NOTIFICATION TO THE CITY SHALL BE REPAIRED BY THE CONTRACTOR TO THE CITY'S SATISFACTION AT NO COST TO THE CITY.
26. THE CONTRACTOR SHALL PROVIDE PROTECTION TO ADJACENT EXISTING ROADWAYS FROM EQUIPMENT INCLUDING TRACKING, ETC.
27. CONTRACTOR SHALL BE RESPONSIBLE FOR REPLACING ANY DAMAGED REINFORCED CONCRETE PIPES (RCP) OR CORRUGATED METAL PIPE (CMP) WITH EQUIVALENT SIZE. ANY OTHER MATERIAL TYPE SHALL BE REPLACED WITH AN EQUIVALENT SIZE RCP. ALL COSTS ASSOCIATED WITH PIPE REPLACEMENT SHALL BE CONSIDERED SUBSIDIARY TO THE VARIOUS BID ITEMS, OTHERWISE NOTED IN THE PLANS.
28. AT PROJECT COMPLETION, THE CONTRACTOR SHALL CLEAN-UP AND RESTORE THE AREA OF OPERATIONS TO A CONDITION AS GOOD OR BETTER THAN THAT WHICH EXISTED PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR RETURNING THE FINISHED GRADE ELEVATIONS TO THE ELEVATIONS SHOWN ON THE PLANS. A FINAL INSPECTION AND APPROVAL BY THE CITY'S ON-SITE REPRESENTATIVE SHALL BE SECURED BEFORE THE CONTRACTOR MAY LEAVE THE JOB SITE.
29. CONTRACTOR SHALL MAKE ALL NECESSARY PREPARATIONS TO PREVENT DAMAGE TO OTHER EXISTING STRUCTURES. ANY DAMAGE TO EXISTING STRUCTURES SHALL BE REPAIRED OR REPLACED TO A CONDITION AS GOOD OR BETTER THAN THE EXISTING CONDITION, AT NO ADDITIONAL COST TO THE CITY.
30. ALL TRAFFIC CONTROL DEVICES (SIGNS, MARKERS, BARRICADES ETC.) USED TO WARN MOTORISTS OF THE CONSTRUCTION ACTIVITY MUST CONFORM TO THE LATEST VERSION OF THE TEXAS MANUAL FOR UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS AS PUBLISHED BY THE TEXAS DEPARTMENT OF TRANSPORTATION.
31. CONTRACTOR SHALL COVER ANY AND ALL TRENCHES AND EXCAVATIONS REMAINING OVERNIGHT.
32. THE CONTRACTOR SHALL OBTAIN AN APPROVED ROW PERMIT FROM THE CITY OF SHERMAN PRIOR TO COMMENCING CONSTRUCTION. PERMITTING SHALL BE CONSIDERED SUBSIDIARY TO THE PROJECT COST AND REFLECTED IN THE BID PRICES FOR THE VARIOUS ITEMS LISTED IN THE PROPOSAL.

SEWER GENERAL NOTES:

1. ALL WORK AND MATERIAL SHALL BE IN ACCORDANCE WITH THE CITY OF SHERMAN STANDARD SPECIFICATIONS AND GENERAL DESIGN STANDARDS.
2. CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING TRENCH SAFETY REQUIREMENTS IN ACCORDANCE WITH CITY STANDARDS, TEXAS STATE LAW, AND OSHA STANDARDS. CONTRACTOR TO PROVIDE CITY ENGINEER AND DESIGN ENGINEER WITH TRENCH SAFETY PLANS PRIOR TO MOBILIZATION.
3. A COLLECTION SYSTEM USING A TRENCHLESS TECHNOLOGY MUST BE DESIGNATED, INSTALLED, OPERATED, MAINTAINED, AND CONSTRUCTED IN ACCORDANCE WITH AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM) OR AMERICAN WATER WORKS ASSOCIATION (AWWA) STANDARDS WITH REFERENCE TO MATERIALS USED AND CONSTRUCTION PROCEDURES. IN THE ABSENCE OF ASTM OR AWWA STANDARDS, THE EXECUTIVE DIRECTOR REVIEW MAY BE BASED UPON OTHER RECOGNIZED STANDARDS USED BY INDUSTRY ENGINEERS.

LEGEND:

- W — EXISTING WATER LINE
- EXISTING FIRE HYDRANT
- EXISTING WATER VALVE
- WM — EXISTING WATER METER
- SS — EXISTING WASTEWATER LINE
- S — EXISTING WASTEWATER MANHOLE
- D — EXISTING STORM WATER MANHOLE
- GAS — EXISTING GAS LINE
- OHE — EXISTING OVERHEAD ELECTRICAL LINE
- ABANDONED IN PLACE
- SAN — PROPOSED WASTEWATER LINE (OPEN CUT)
- PROPOSED WASTEWATER LINE (BORE)
- S — PROPOSED WASTEWATER MANHOLE
- BORE PITS
- REMOVE & REPLACE CONCRETE FLUME

REV#	DATE	DESCRIPTION	BY

Wade Trim, Inc.
301 Commerce Street, Suite 2210
Fort Worth, TX 76102
682.237.7118 | www.wadetrim.com
Texas Registered Engineering Firm F-8784

WADE TRIM

CITY OF SHERMAN
US 82 WASTEWATER LINE
REPLACEMENT PHASE I (1551-U)

GENERAL NOTES

ISSUED FOR: DATE: BY:

JOB NO. SMN5004.01X

SHEET 2

STATE OF TEXAS
KENNETH W. TILLMAN
71422
LICENSED
PROFESSIONAL ENGINEER

8/19/2025

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PROJECT MANAGER:
CAD OPERATOR: HERNANDEZ-TRIM, DIDEGUZMAN2016707\07SHT-CLS-GENERAL NOTES.DWG PLOTTED BY:8/20/2025 9:45 AM BY DE GUZMAN, DAN NATHANAEL

QUANTITY SUMMARY

SHEET NAME & NUMBER		GENERAL ITEMS							
	ITEM NO	G1	G2	G3	G4	G5	G6	G7	G8
	ITEM	MOBILIZATION	TRAFFIC CONTROL	SW3P INSTALLATION, MAINTENANCE & REMOVAL	AUDIO & VIDEO ROUTE SURVEY	CONTINGENCY ALLOWANCE	SODDING	FURNISHING & PLACING TOPSOIL (6" MIN)	36" RCP (CLASS III)
	UNITS	LS	LS	LS	LS	SY	SY	SY	LF
US 82 WASTEWATER REPLACEMENT	**PAGE NUMBER**								
STA 13+92.13 - STA 18+00.00	5	---	---	---	---	---	100	100	16
STA 18+00.00 - STA 20+65.46	6	---	---	---	---	---	100	100	0
TOTAL IMPROVEMENTS		**1**	**1**	**1**	**1**	**1**	**200**	**200**	**16**

		QUANTITY SUMMARY												
		REMOVAL ITEMS				WASTEWATER IMPROVEMENT ITEMS								
SHEET NAME & NUMBER	ITEM NO	R1	R2	R3	R4	S1	S2	S3A	S3B	S4	S5	S6	S7
	ITEM	ABANDON IN PLACE W/CELLULAR GROUT (6")	REMOVE 36" RCP	REMOVE AND REPLACE CONCRETE FLUME	REMOVE EXISTING POWER POLE	8" PVC, SDR-26, WASTEWATER PIPE (OPEN-CUT)	8" PVC, SDR-26, WASTEWATER PIPE (BORE)	24" STEEL CASING (BORE)	16" CARRIER PIPE SDR-26, CERTA-LOK OR HDPE, DR-13.5	5' WASTEWATER MANHOLE	6' DROP MANHOLE	TRENCH PROTECTION & EXCAVATION PROTECTION	CONNECT TO EXSITING MANHOLE
	UNITS	LF	LF	SY	EA	LF	LF	LF	LF	EA	EA	LF	EA
US 82 WASTEWATER REPLACEMENT	**PAGE NUMBER**												
STA 13+92.13 - STA 18+00.00	5	362	16	12	1	53	0	348	354	1	0	85	1
STA 18+00.00 - STA 20+65.46	6	206	0	0	0	15	38	205	212	0	1	60	1
TOTAL IMPROVEMENTS		**568**	**16**	**12**	**1**	**68**	**38**	**553**	**566**	**1**	**1**	**145**	**2**

STATE OF TEXAS
KENNETH W. TILLMAN
71422
LICENSED
PROFESSIONAL ENGINEER

8/19/2025

REV#	DATE	DESCRIPTION	BY

Wade Trim, Inc.
301 Commerce Street, Suite 2210
Fort Worth, TX 76102
682-277-1383 www.wadetrim.com
Texas Registered Engineering Firm F-8794

WADE TRIM

CITY OF SHERMAN
US 82 WASTEWATER LINE
REPLACEMENT PHASE I (1551-U)

QUANTITY SUMMARY

ISSUED FOR: DATE: BY:

JOB NO. SMN5004.01X

SHEET 3

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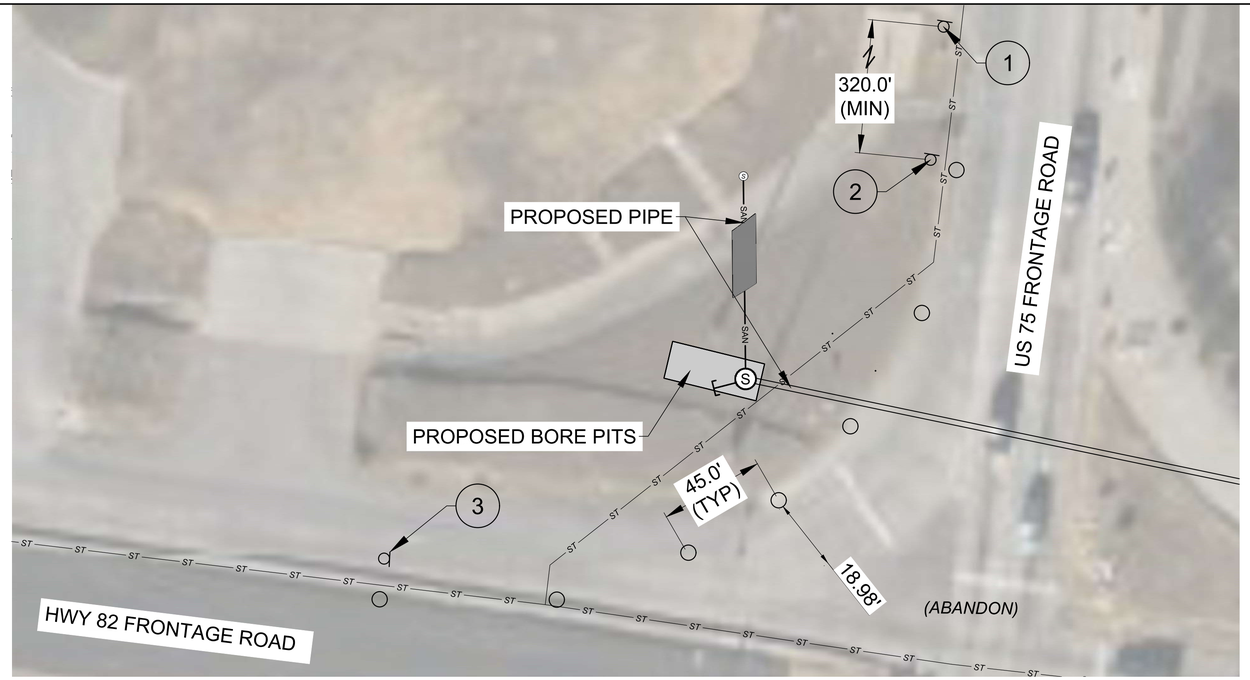
PROJECT MANAGER:
CAD OPERATOR: THIM, DDEGUZMAN:D:\67\07\SHT-GDS-QUANTITYSUMMARY.DWG PLOTTED BY:8/20/25 9:46 AM BY DE GUZMAN, DAN NATHANIEL



SIGN LEGEND:

1 — ROAD WORK AHEAD — W20–1 48”x48”

2 — BEGIN WORK ZONE — G20-9TP 24"X24"

3 — END WORK ZONE — G20-2bT 36"X18"

N

HORIZONTAL SCALE IN FEET
20 10 0 20 40

LEGEND:

- LOW PROFILE CONCRETE BARRIER
- SIGN
- DRUM

NOTES:

1. IF THE CONTRACTOR PROPOSES A DEVIATION FROM TRAFFIC CONTROL PLAN SHOWN, THEY MUST SUBMIT THEIR PLAN SIGNED AND SEALED BY A LICENSED ENGINEER IN THE STATE OF TEXAS FOR REVIEW AND APPROVAL BY THE CITY.
2. ALL TRAFFIC CONTROL DEVICES ARE TO BE PLACE AND MAINTAINED IN ACCORDANCE TO THE TEXAS MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (TMUTCD), LATEST EDITION.
3. ALL TRAFFIC CONTROL DEVICES SHALL BE PROVIDED BY THE CONTRACTOR.
4. THE CONTRACTOR SHALL SUBMIT A SCHEDULE AND SEQUENCE OR WORK FOR APPROVAL BY THE CITY.

STATE OF TEXAS
KENNETH W. TILLMAN
71422
LICENSED
PROFESSIONAL ENGINEER

8/19/2025

REV#	DATE	DESCRIPTION	BY

Wade Trim, Inc.
301 Commerce Street, Suite 2210
Fort Worth, TX 76102
682-237-7163 | wadetrim.com
Texas Registered Engineering Firm F-8794

WADE TRIM

CITY OF SHERMAN
US 82 WASTEWATER LINE
REPLACEMENT PHASE I (1551-U)

TRAFFIC CONTROL PLAN

ISSUED FOR: DATE: BY:

JOB NO. SMN5004.01X

SHEET 4

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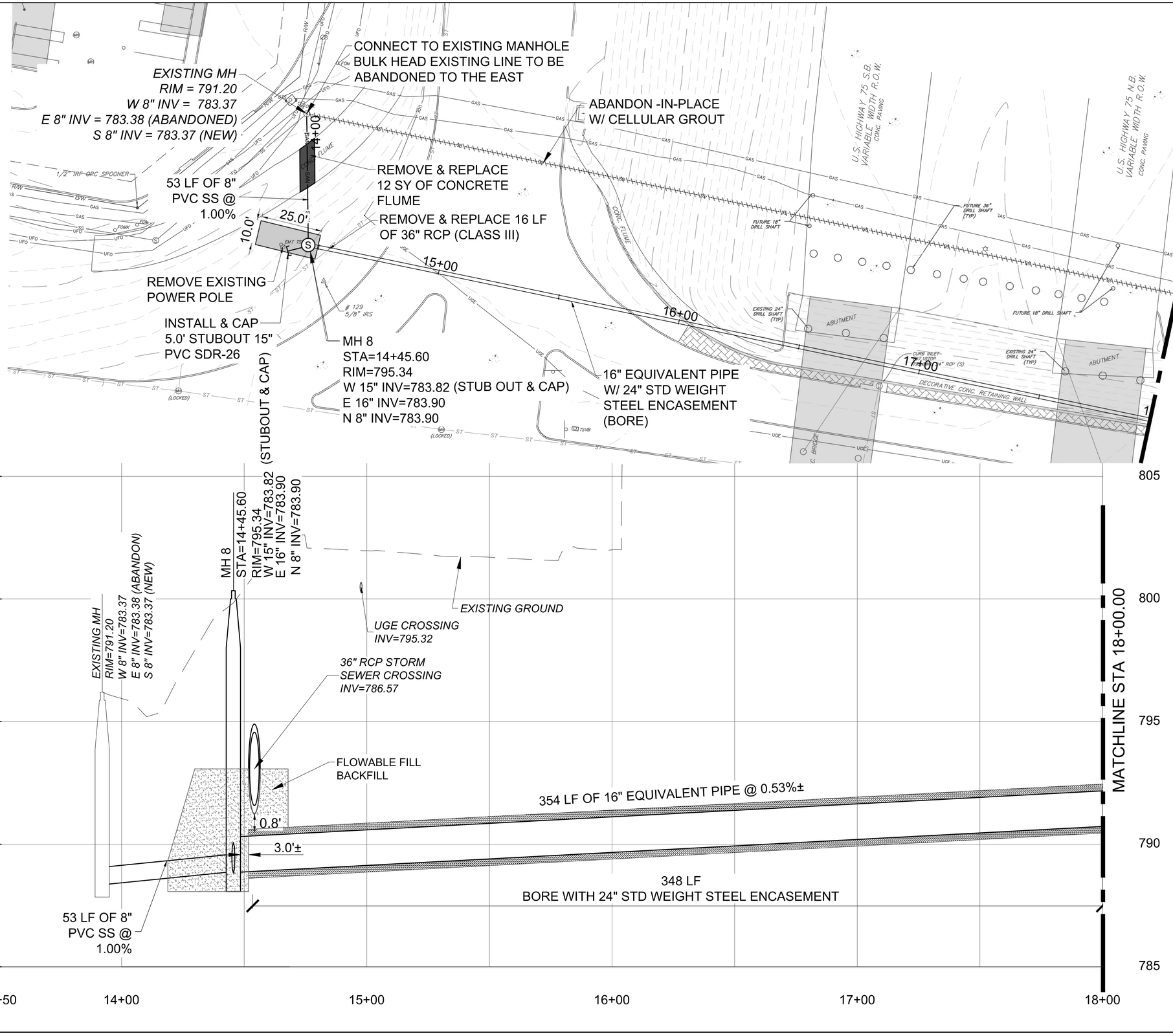
PROJECT MANAGER:
CAD MANAGER: TRIM, IDEGUZMAN/D1819707/SHT-CTC-TRAFFICCONTROLPLAN.DWG PLOTTED 8/18/2025 9:47 AM BY IDE GUZMAN, DAN NATHANAEL



NOTE:

1. CARRIER PIPE MAY BE 16" YELLOWMINE SDR-26 OR 16" C 906 HDPE DR 13.5, INTERIOR WELD BEADS MUST BE REMOVED FROM HDPE PIPE.
2. ALL MANHOLE SHALL BE 5' DIAMETER, UNLESS OTHERWISE SPECIFIED ON PLANS.
3. ALL MANHOLES PLACED IN UNPAVED 6" ABOVE FINISHED GRADE AND A CONCRETE MANHOLE PAD SHALL BE PLACED. THE CONCRETE MANHOLE PAD SHALL BE CONSIDERED SUBSIDARY TO THE MANHOLE BID ITEM.

REV#	DATE	DESCRIPTION	BY

Wade Trim, Inc.
301 Commerce Street, Suite 2210
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Texas Registered Engineering Firm F-8794

WADE TRIM

CITY OF SHERMAN
US 82 WASTEWATER LINE
REPLACEMENT PHASE I (1551-U)

PLAN & PROFILE 1 OF 2
STA 14+13.91 - STA 18+00.00

ISSUED FOR: DATE: BY:

JOB NO. SMN5004.01X

SHEET 5

STATE OF TEXAS
KENNETH W. TILLMAN
71422
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PROFESSIONAL ENGINEER

8/19/2025

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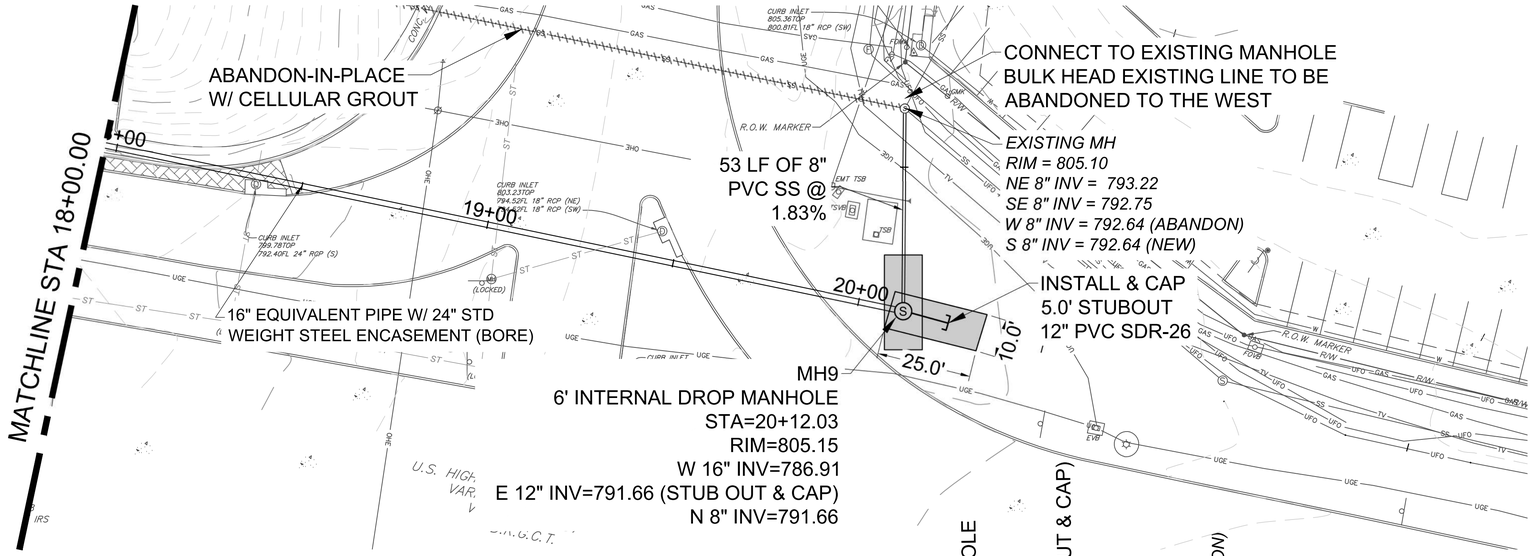
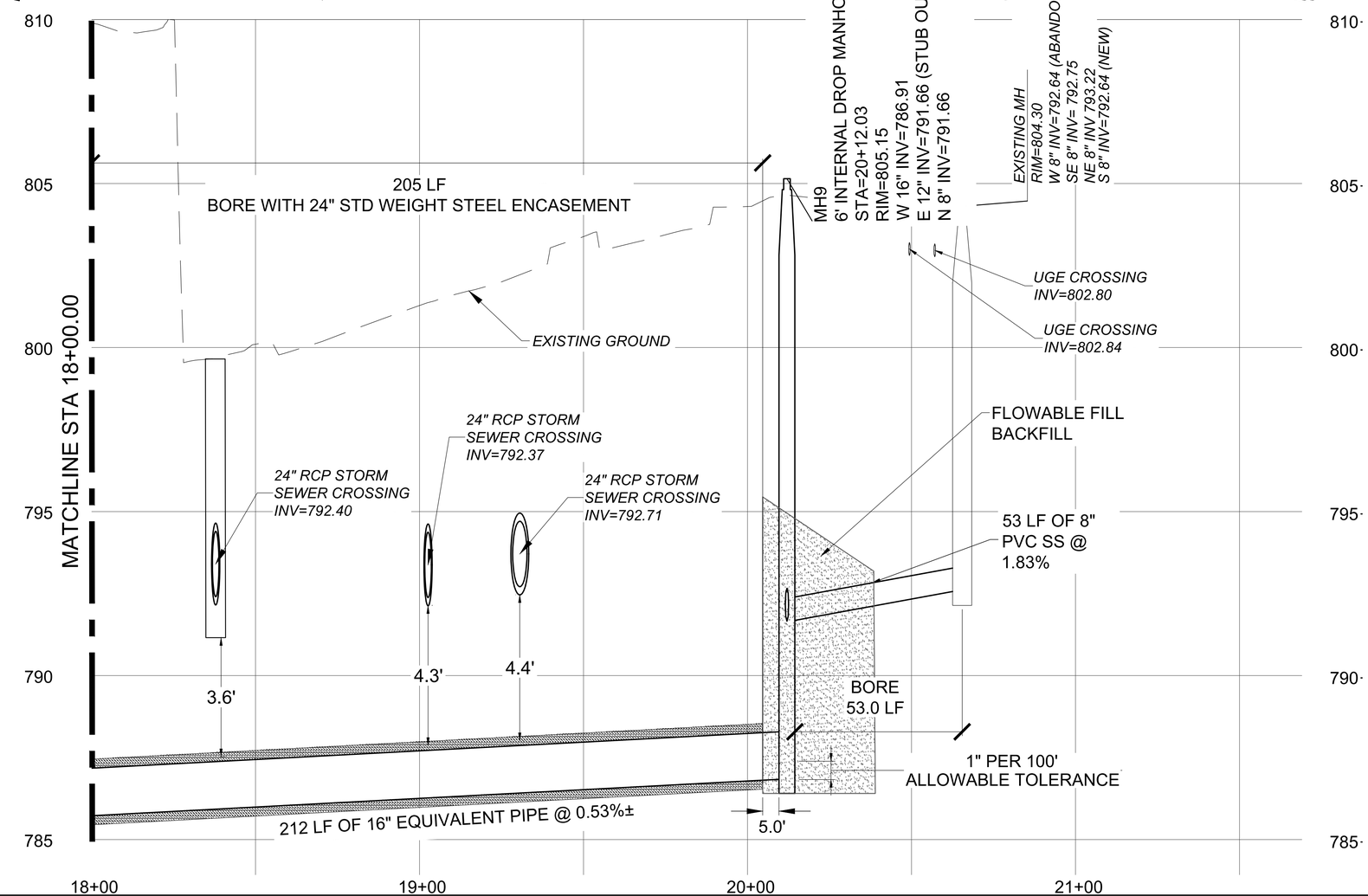
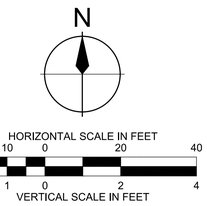
PROJECT MANAGER:
CAD: J:\WORKING FILES\TRIM, DOEGUZMAN\D1167\07\SHT-C-PLTS-TEMPORARY PLAN & PROFILE.DWG PLOTTED 8/18/2025 9:40 AM BY DE GUZMAN, DAN NATHANAEL







NOTE:

1. CARRIER PIPE MAY BE 16" YELLOWMINE SDR-26 OR 16" C 906 HDPE DR 13.5, INTERIOR WELD BEADS MUST BE REMOVED FROM HDPE PIPE.
2. ALL MANHOLE SHALL BE 5' DIAMETER, UNLESS OTHERWISE SPECIFIED ON PLANS.
3. ALL MANHOLES PLACED IN UNPAVED AREAS SHALL HAVE RIMS PLACED 6" ABOVE FINISHED GRADE AND A CONCRETE MANHOLE PAD SHALL BE CONSIDERED SUBSIDIARY TO THE MANHOLE BID ITEM.

REV#	DATE	DESCRIPTION	BY

Wade Trim, Inc.
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Fort Worth, TX 76102
(682) 237-7100 www.wadetrim.com
Texas Registered Engineering Firm F-8794

WADE TRIM

CITY OF SHERMAN
US 82 WASTEWATER LINE
REPLACEMENT PHASE I (1551-U)

PLAN & PROFILE 2 OF 2
STA 18+00.00 - STA 20+68.50

ISSUED FOR: DATE: BY:

JOB NO.
SMN5004.01X

SHEET
6

STATE OF TEXAS
KENNETH W. TILLMAN
71422
LICENSED
PROFESSIONAL ENGINEER

8/19/2025

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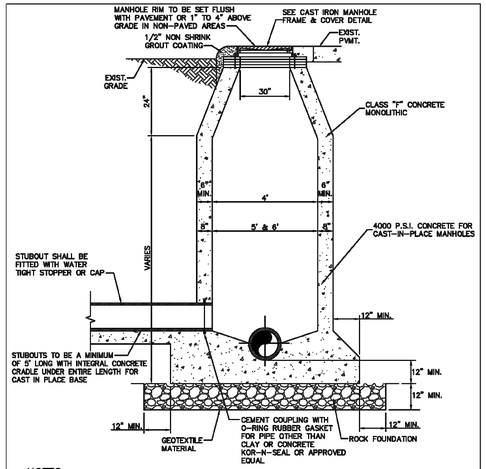
PROJECT MANAGER:
CAD MANAGER: TRIM_DDEGUZMAN01167\07\SHT-CP-TS-TEMPORARY PLAN & PROFILE.DWG PLOTTED 8/19/2025 2:44 PM BY DE GUZMAN, DAN NATHANAEL



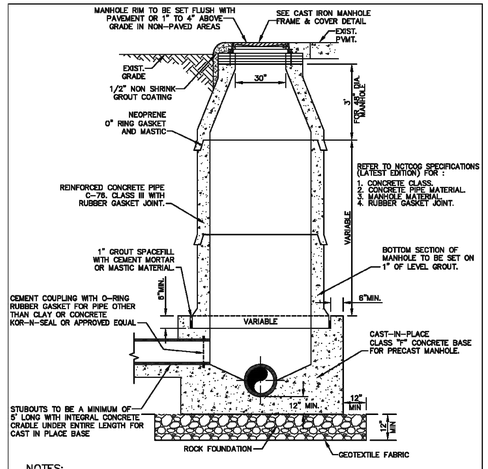
NOTES:

1. IF FALSE MANHOLE BOTTOMS ARE REQUIRED, THEY SHALL BE CONSTRUCTED, INSTALLED, AND REMOVED PER WASTEWATER MANHOLE FALSE BOTTOM STD. DETAIL.
2. WHERE MANHOLE'S ARE OUTSIDE OF PAVEMENT, FRAME & COVER SHALL BE CENTERED IN 5'x5' CONCRETE PAD CLASS 'A' CONCRETE, 4" THICK
3. ALL MANHOLES SHALL PASS VACUUM TEST AS PER NCTCOG SPECIFICATIONS

CAST-IN-PLACE NOTES:

1. KEYWAYS REQUIRED FOR ALL CONSTRUCTION JOINTS.
2. P.V.C. WATER STOP REQUIRED FOR ALL JOINTS IN LOWER 4'-0" OF MANHOLES
3. CONCRETE SHALL BE 4000 P.S.I.

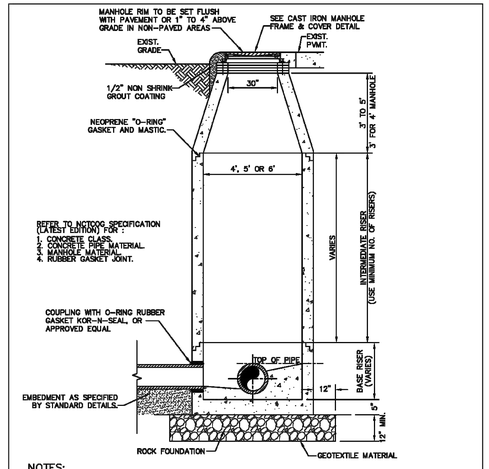
Sherman CLASSIC TOWN. BROAD HORIZON. ENGINEERING DEPARTMENT | CAST-IN-PLACE MANHOLE | STANDARD CONSTRUCTION DETAILS WASTEWATER | DATE: APRIL, 2012 | REV DATE: -- | SHEET : SD-WW04



NOTES:

1. IF FALSE MANHOLE BOTTOMS ARE REQUIRED, THEY SHALL BE CONSTRUCTED, INSTALLED, AND REMOVED PER WASTEWATER MANHOLE FALSE BOTTOM STD. DETAIL.
2. WHERE MANHOLE'S ARE OUTSIDE OF PAVEMENT, FRAME & COVER SHALL BE CENTERED IN 5'x5' CONCRETE PAD CLASS 'A' CONCRETE, 4" THICK
3. ALL MANHOLES SHALL PASS VACUUM TEST AS PER NCTCOG SPECIFICATIONS

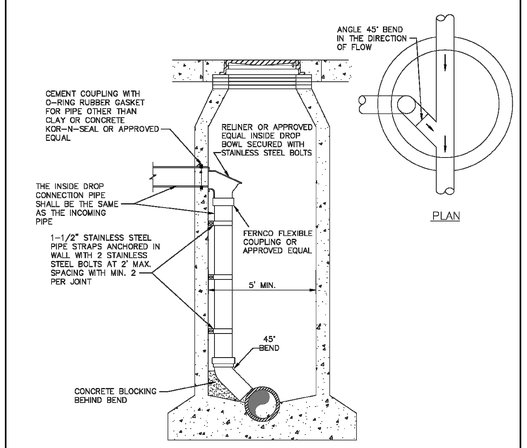
Sherman CLASSIC TOWN. BROAD HORIZON. ENGINEERING DEPARTMENT | PRECAST CONCRETE PIPE MANHOLE ALTERNATE "A" | STANDARD CONSTRUCTION DETAILS WASTEWATER | DATE: APRIL, 2012 | REV DATE: -- | SHEET : SD-WW06



NOTES:

1. IF FALSE MANHOLE BOTTOMS ARE REQUIRED, THEY SHALL BE CONSTRUCTED, INSTALLED, AND REMOVED PER WASTEWATER MANHOLE FALSE BOTTOM STD. DETAIL.
2. WHERE MANHOLE'S ARE OUTSIDE OF PAVEMENT, FRAME & COVER SHALL BE CENTERED IN 5'x5' CONCRETE PAD CLASS 'A' CONCRETE, 4" THICK
3. ALL MANHOLES SHALL PASS VACUUM TEST AS PER NCTCOG SPECIFICATIONS

Sherman CLASSIC TOWN. BROAD HORIZON. ENGINEERING DEPARTMENT | PRECAST CONCRETE PIPE MANHOLE ALTERNATE "B" | STANDARD CONSTRUCTION DETAILS WASTEWATER | DATE: APRIL, 2012 | REV DATE: -- | SHEET : SD-WW07



INTERIOR DROP MANHOLE CONNECTION

Sherman CLASSIC TOWN. BROAD HORIZON. ENGINEERING DEPARTMENT | INTERIOR DROP MANHOLE CONNECTION | STANDARD CONSTRUCTION DETAILS WASTEWATER | DATE: APRIL, 2012 | REV DATE: MARCH 2022 | SHEET : SD-WW09

NOTES:

1. THERE SHALL BE SMOOTH TRANSITION BETWEEN THE FRAME GRADE RING, OR THE GRADE RING AND THE CONE.
2. CONCRETE EXTENSION RINGS MAY BE PRECAST OR CAST-IN-PLACE. BRICK EXTENSION RINGS WILL NOT BE ALLOWED.
3. STANDARD EXTENSIONS SHALL BE 2", 3", 4", 6", AND 12". EXTENSIONS SHALL BE SIZED TO MINIMIZE THE NUMBER REQUIRED TO RAISE THE MANHOLE. NO MORE THAN A TOTAL OF 14" OF EXTENSION WILL BE ALLOWED ON ANY MANHOLE.
4. MANHOLE LID AND RING SHALL BE MANUFACTURED BY EJ GROUP PRODUCT NUMBER NPR16-36028.

Sherman CLASSIC TOWN. BROAD HORIZON. ENGINEERING DEPARTMENT | CAST IRON MANHOLE FRAME AND COVER | STANDARD CONSTRUCTION DETAILS WASTEWATER | DATE: OCTOBER, 2012 | REV DATE: SEPTEMBER, 2016 | SHEET : SD-WW11

WASTEWATER MANHOLE LINE INTERSECTION

'C-T' PIPE ADAPTER

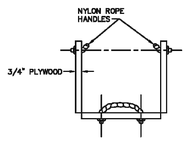
Sherman CLASSIC TOWN. BROAD HORIZON. ENGINEERING DEPARTMENT | WASTEWATER MANHOLE LINE INTERSECTION & 'C-T' PIPE ADAPTER | STANDARD CONSTRUCTION DETAILS WASTEWATER | DATE: APRIL, 2012 | REV DATE: -- | SHEET : SD-WW13

INSTALLATION

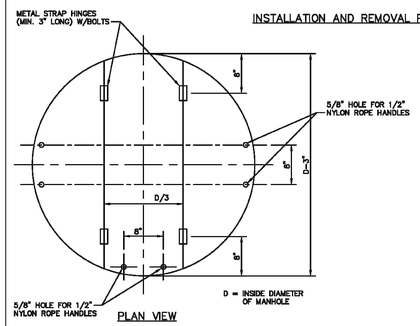
FALSE MANHOLE BOTTOM SHALL BE FURNISHED AND INSTALLED IN ALL MANHOLES CONSTRUCTED IN ADVANCE OF PAVING. THESE FALSE MANHOLE BOTTOMS WILL BE INSTALLED AT A TIME DIRECTED BY THE ENGINEER BUT WILL USUALLY BE AFTER ALL WORK IS COMPLETED ON THE WASTEWATER SYSTEM INCLUDING THE AIR TEST, BUT PRIOR TO THE FINAL INSPECTION.

REMOVAL

FALSE MANHOLE BOTTOM SHALL BE REMOVED AFTER THE FINAL APPURTENANCES ADJUSTMENT INSPECTION. THE PAVING CONTRACTOR AND OWNER'S REPRESENTATIVE WILL COORDINATE THE REMOVAL OF THE FALSE BOTTOMS.



INSTALLATION AND REMOVAL POSITION



PLAN VIEW

Sherman CLASSIC TOWN. BROAD HORIZON. ENGINEERING DEPARTMENT | WASTEWATER MANHOLE FALSE BOTTOM | STANDARD CONSTRUCTION DETAILS WASTEWATER | DATE: APRIL, 2012 | REV DATE: OCT, 2013 | SHEET : SD-WW14

Sherman CLASSIC TOWN. BROAD HORIZON. ENGINEERING DEPARTMENT | ABANDONMENT OF MANHOLE | STANDARD CONSTRUCTION DETAILS WASTEWATER | DATE: APRIL, 2012 | REV DATE: -- | SHEET : SD-WW15

REV#	DATE	DESCRIPTION	BY

Wade Trim, Inc.
301 Commerce Street, Suite 2210
Fort Worth, TX 76102
682-237-1700 www.wadetrim.com
Texas Registered Engineering Firm F-8794

WADE TRIM

CITY OF SHERMAN
US 82 WASTEWATER LINE
REPLACEMENT PHASE I (1551-U)

CONSTRUCTION DETAILS 1 OF 7

ISSUED FOR: DATE: BY:

JOB NO. SMN5004.01X

SHEET 7

STATE OF TEXAS
KENNETH W. TILLMAN
71422
LICENSED
PROFESSIONAL ENGINEER

8/19/2025

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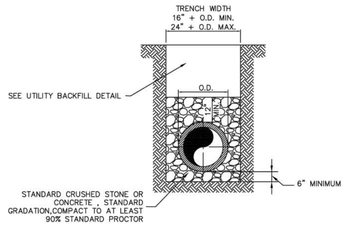
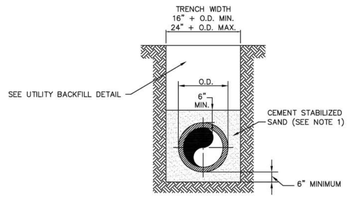
PROJECT MANAGER:
DWG: K:\SHERMAN\SMN5004.01X\WW_DOEGUZMAN\01\STR\07\SHT-C07-SITEDETAILS.DWG PLOTTED: 8/19/2025 9:48 AM BY: DE GUZMAN, DAN NATHANAEL



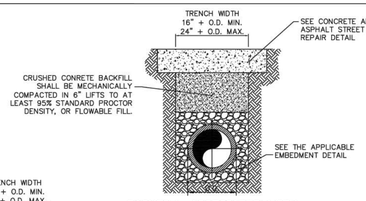
TYPICAL P.V.C. WASTEWATER MAIN EMBEDMENT



NOTE:
1. CEMENT STABILIZED SAND SHALL HAVE A MINIMUM OF 10% AND A MAXIMUM OF 20% CEMENT PER CUBIC YARD OF CEMENT STABILIZED SAND MIXTURE, BASED ON LOOSE DRY WEIGHT VOLUME (AT LEAST 2.5 BAGS OF CEMENT PER CUBIC YARD OF MIXTURE). THE USE OF BROWN COLORING IN CEMENT STABILIZED SAND IS REQUIRED FOR PRESSURE RATED WASTEWATER MAIN AND LATERAL BEDDING.

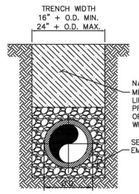
P.V.C. WASTEWATER MAIN CEMENT STABILIZED SAND EMBEDMENT FOR WATER MAIN CROSSINGS

Sherman CLASSIC TOWN. BROAD HORIZON. ENGINEERING DEPARTMENT	P.V.C. WASTEWATER MAIN EMBEDMENT	STANDARD CONSTRUCTION DETAILS UTILITIES TRENCHLINE & STREET RESTORATION		
		DATE: OCTOBER, 2022	REV DATE: --	SHEET : SD-U04



BACKFILL ASSOCIATED WITH EXISTING PAVEMENT REPAIR

N.T.S

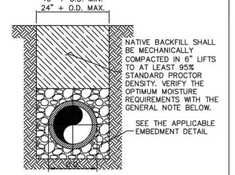


BACKFILL ASSOCIATED FOR AREAS NOT UNDER PAVEMENT

N.T.S

NOTE:
THE FOLLOWING COMPACTION REQUIREMENTS SHALL BE FOLLOWED BASED ON THE BACKFILL MATERIAL BEING USED.

- IF THE BACKFILL MATERIAL HAS A P.I. LESS THAN OR EQUAL TO 20 IT MUST BE MOISTURE TREATED TO -2% TO 4% ABOVE OPTIMUM AT 95% STANDARD PROCTOR.
- IF THE BACKFILL MATERIAL HAS A P.I. GREATER THAN 20 IT MUST BE MOISTURE TREATED TO 3% ABOVE OPTIMUM AT 95% STANDARD PROCTOR.



BACKFILL ASSOCIATED FOR AREAS OF FUTURE PAVEMENT

N.T.S

Sherman CLASSIC TOWN. BROAD HORIZON. ENGINEERING DEPARTMENT	UTILITY BACKFILL DETAIL	STANDARD CONSTRUCTION DETAILS UTILITIES TRENCHLINE & STREET RESTORATION		
		DATE: OCTOBER 2022	REV DATE: --	SHEET: SD-U07

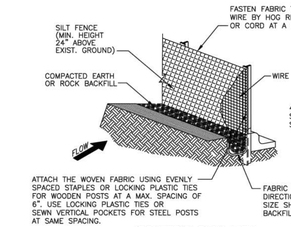
EROSION CONTROL PLAN NOTES

1. ALL OPERATORS AND/OR CONTRACTORS SHALL CONFORM TO THE TERMS AND CONDITIONS OF THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TCEQ), TPDES GENERAL PERMIT NO. TXR 040000 ISSUED AND DATED FEBRUARY 9, 2009.
2. THE NOTICE OF INTENT (NOI), AS REQUIRED BY THE GENERAL PERMIT, MUST BE PROPERLY DISPLAYED ON SITE AT ALL TIMES BY EACH OPERATOR OR CONSTRUCTION SITE NOTICE (CSN).
3. ALL RELEASES OF THE REPORTABLE QUANTITIES OF HAZARDOUS SUBSTANCES SHALL BE REPORTED IMMEDIATELY TO THE FACILITY OPERATOR, EPA AND TCEQ.
4. QUALIFIED OPERATOR PERSONNEL MUST INSPECT THE SITE AT LEAST ONCE EVERY 14 DAYS AND WITHIN 24 HOURS OF A STORM EVENT OF 0.5 INCHES OR GREATER. AS AN ALTERNATIVE, AN INSPECTION CAN BE CONDUCTED ONCE EVERY SEVEN (7) CALENDAR DAYS ON A DEFINED DAY. A DECISION ON WHICH METHOD TO USE MUST BE DECIDED BEFORE WORK BEGINS AND MUST BE FOLLOWED THROUGHOUT THE PROJECT.
5. MODIFICATIONS TO THE STORM WATER POLLUTION PREVENTION PLAN SHALL BE IMPLEMENTED AND BE IN-PLACE WITHIN A SEVEN CALENDAR DAY PERIOD.
6. IF ANY CONTRACTOR SEES A VIOLATION BY AN OPERATOR OR ANOTHER CONTRACTOR, THAT OPERATOR OR CONTRACTOR IN VIOLATION SHALL BE NOTIFIED AS WELL AS THE FACILITY OPERATOR.
7. EROSION CONTROL SHALL BE INSTALLED PRIOR TO GRADING.
8. ACCUMULATED SILT DEPOSITS SHALL BE REMOVED FROM SILT FENCES AND HAY BALE DIKES WHEN SILT DEPTH REACHES THREE INCHES OR 25%.
9. THE CONTRACTOR SHALL ADD OR DELETE EROSION PROTECTION AT THE REQUEST AND DIRECTION OF THE OPERATOR OR CITY, WITHIN 24 HOURS OF NOTICE.
10. AFTER INSTALLATION OF PAVEMENT, FINAL LOT BENCHING AND GENERAL CLEANUP, THE CONTRACTOR SHALL ESTABLISH GRASS GROUNDCOVER IN ALL STREET PARKWAYS, LOT AND ALL OTHER DISTURBED AREAS. SODDING SHALL BE DONE AS SPECIFIED BY SECTION 202.5 AND SEEDING AS SPECIFIED BY SECTION 202.6 OF THE OCTOBER 2004 OR LATEST EDITION OF NCTCOG STANDARD SPECIFICATION.
11. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO CONTROL AND LIMIT SILT AND SEDIMENT LEAVING THE SITE. SPECIFICALLY, THE CONTRACTOR SHALL PROTECT ALL PUBLIC STREETS, ALLEYS, STREAMS AND STORM DRAINAGE SYSTEMS FROM EROSION/SEDIMENT DEPOSITS.
12. A DRAINAGE AREA MAP WILL BE INCLUDED WITH THE EROSION CONTROL PLAN.
13. CONSTRUCTION WASTE DISPOSAL CONTAINERS SHALL BE PROVIDED ON THE SITE FOR DISPOSAL OF ALL NON-HAZARDOUS CONSTRUCTION WASTE MATERIALS.
14. ALL HAZARDOUS MATERIALS SHALL BE HANDLED AND DISPOSED OF BY THE CONTRACTOR IN ACCORDANCE WITH FEDERAL, STATE AND LOCAL REGULATIONS.

SILT FENCE NOTES

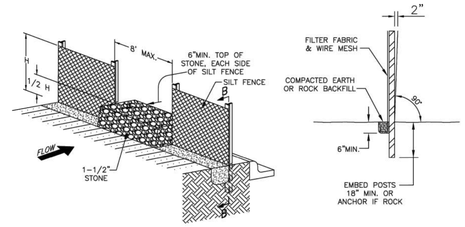
1. POSTS WHICH SUPPORT THE SILT FENCE SHALL BE INSTALLED ON A SLIGHT ANGLE TOWARD THE ANTICIPATED RUNOFF SOURCE. THE POST MUST BE EMBEDDED A MINIMUM OF 18 INCHES.
2. THE TOE OF THE SILT FENCE SHALL BE TRENCHED IN WITH A SPADE OR MECHANICAL TRENCHER, SO THAT THE DOWNSLOPE FACE OF THE TRENCH IS FLAT AND PERPENDICULAR TO THE LINE OF FLOW. WHERE FENCE CANNOT BE TRENCHED IN (E.G. PAVEMENT); WEIGHT FABRIC FLAP WITH WASHED GRAVEL ON THE UPHILL SIDE TO PREVENT FLOW UNDER FENCE.
3. THE TRENCH MUST BE A MINIMUM OF 6 INCHES DEEP AND 6 INCHES WIDE TO ALLOW FOR THE SILT FENCE FABRIC TO BE LAID IN THE GROUND AND BACKFILLED WITH COMPACTED MATERIAL.
4. SILT FENCE SHALL BE SECURELY FASTENED TO EACH SUPPORT POST OR TO WOVEN WIRE, WHICH IS IN TURN ATTACHED TO THE SUPPORT POST. THERE SHALL BE A 6 INCH DOUBLE OVERLAP, SECURELY FASTENED WHERE ENDS OF FABRIC MEET.
5. INSPECTION SHALL BE MADE EVERY TWO WEEKS OR AFTER EACH RAINFALL. REPAIR OR REPLACEMENT SHALL BE PROMPTLY AS NEEDED.
6. SILT FENCE SHALL BE REMOVED WHEN THE SITE IS COMPLETELY STABILIZED SO AS NOT TO BLOCK OR IMPEDE STORM FLOW OR DRAINAGE.
7. ACCUMULATED SILT SHALL BE REMOVED WHEN IT REACHES A DEPTH OF 3 INCHES. THE SILT SHALL BE DISPOSED OF AT AN APPROVED SITE AND IN SUCH A MANNER AS TO NOT CONTRIBUTE TO ADDITIONAL SILTATION.

Sherman CLASSIC TOWN. BROAD HORIZON. ENGINEERING DEPARTMENT	EROSION CONTROL AND SILT FENCE NOTES	STANDARD CONSTRUCTION DETAILS EROSION CONTROL		
		DATE: OCTOBER 2013	REVISED DATE: -----	SHEET: SD-EC01



ISOMETRIC PLAN VIEW

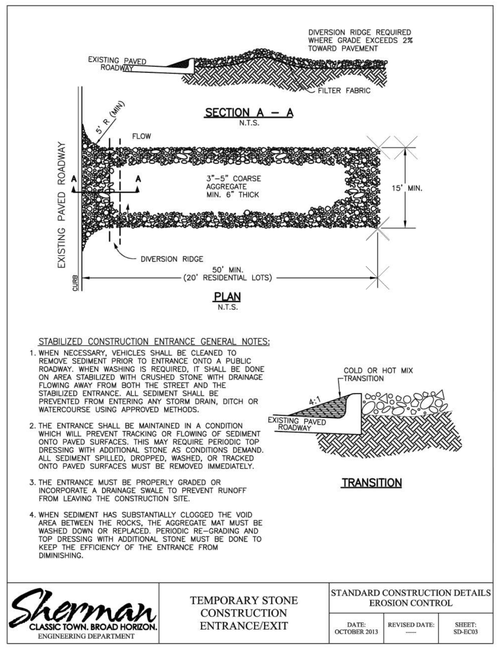
N.T.S.



SILT FENCE
STONE OVERFLOW STRUCTURE

N.T.S.

Sherman CLASSIC TOWN. BROAD HORIZON. ENGINEERING DEPARTMENT	SILT FENCE DETAILS	STANDARD CONSTRUCTION DETAILS EROSION CONTROL		
		DATE: OCTOBER 2013	REVISED DATE: -----	SHEET: SD-EC02

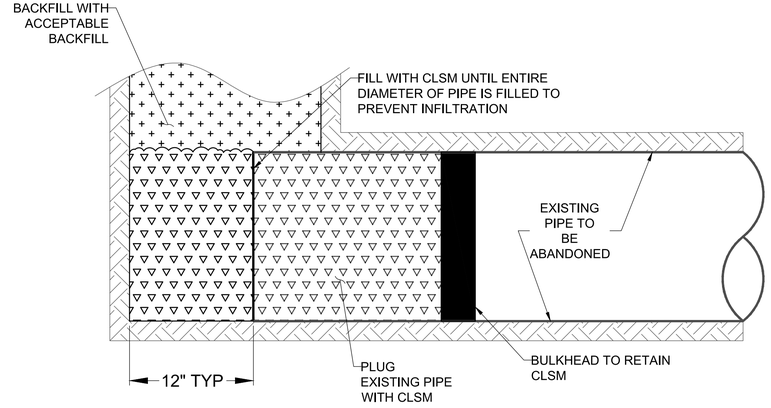


STABILIZED CONSTRUCTION ENTRANCE GENERAL NOTES:

1. WHEN NECESSARY, VEHICLES SHALL BE CLEANED TO REMOVE SEDIMENT PRIOR TO ENTRANCE ONTO A PUBLIC ROADWAY. WHEN WASHING IS REQUIRED, IT SHALL BE DONE ON AREA STABILIZED WITH CRUSHED STONE WITH DRAINAGE FLOWING AWAY FROM BOTH THE STREET AND THE STABILIZED ENTRANCE. ALL SEDIMENT SHALL BE PREVENTED FROM ENTERING ANY STORM DRAIN, DITCH OR WATERCOURSE USING APPROVED METHODS.
2. THE ENTRANCE SHALL BE MAINTAINED IN A CONDITION WHICH WILL PREVENT TRACKING OR FLOWING OF SEDIMENT ONTO PAVED SURFACES. THIS MAY REQUIRE PERIODIC TOP-DRESSING WITH ADDITIONAL STONE AS CONDITIONS DEMAND. ALL SEDIMENT SPILLED, DROPPED, WASHED, OR TRACKED ONTO PAVED SURFACES MUST BE REMOVED IMMEDIATELY.
3. THE ENTRANCE MUST BE PROPERLY GRADED OR INCORPORATE A DRAINAGE SWALE TO PREVENT RUNOFF FROM LEAVING THE CONSTRUCTION SITE.
4. WHEN SEDIMENT HAS SUBSTANTIALLY CLOGGED THE VOID AREA BETWEEN THE ROCKS, THE AGGREGATE MAT MUST BE WASHED DOWN OR REPLACED. PERIODIC RE–GRADING AND TOP DRESSING WITH ADDITIONAL STONE MUST BE DONE TO KEEP THE EFFICIENCY OF THE ENTRANCE FROM DIMINISHING.

TRANSITION

Sherman CLASSIC TOWN. BROAD HORIZON. ENGINEERING DEPARTMENT	TEMPORARY STONE CONSTRUCTION ENTRANCE/EXIT	STANDARD CONSTRUCTION DETAILS EROSION CONTROL		
		DATE: OCTOBER 2013	REVISED DATE: -----	SHEET: SD-EC03



PIPE ABANDONMENT PLUG

NOTE:
1. ABANDONMENT SHALL BE PER SECTION 02 41 14
2. SURFACE REPAIR SHALL BE PER SECTIONS 32 92 23
3. A WATER PRESSURE PLUG PER 02 41 14–D123 SHALL BE AN ACCEPTABLE ALTERNATIVE WHERE APPLICABLE.

PIPE ABANDONMENT PLUG DETAIL
NTS

REV#	DATE	DESCRIPTION	BY

WADE TRIM
Wade Trim, Inc.
301 Commerce Street, Suite 2210
Fort Worth, TX 76102
817.777.7700 www.wadetrim.com
Texas Registered Engineering Firm F-8794

CITY OF SHERMAN
US 82 WASTEWATER LINE
REPLACEMENT PHASE I (1551-U)

CONSTRUCTION DETAILS 2 OF 7

ISSUED FOR: DATE: BY:

JOB NO. SMN5004.01X

SHEET 8

STATE OF TEXAS
KENNETH W. TILLMAN
71422
LICENSED
PROFESSIONAL ENGINEER

8/19/2025

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PROJECT MANAGER:
CAD OPERATOR: TRM, DGE/GUZMAN
O:\SHERMAN\SITE\TRM_DGE\GUZMAN\D16787\07\SHT-C07-SITEDETAILS.DWG PLOTTED 8/19/2025 9:48 AM BY DE GUZMAN, DAN NATHANIEL

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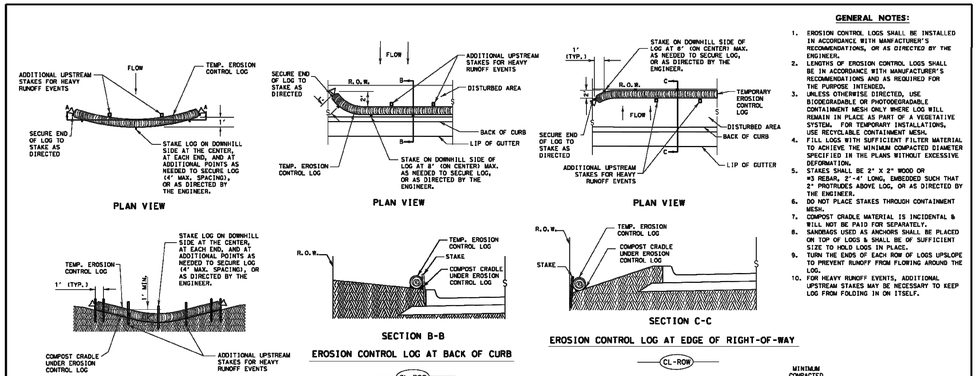

GENERAL NOTES:

1. EROSION CONTROL LOGS SHALL BE INSTALLED IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS, OR AS DIRECTED BY THE ENGINEER.
2. LENGTHS OF EROSION CONTROL LOGS SHALL BE IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS AND AS REQUIRED FOR THE PURPOSE INTENDED.
3. UNLESS OTHERWISE DIRECTED, USE BIODEGRADABLE OR PHOTODEGRADABLE CONTAINMENT MESH ONLY WHERE LOG WILL REMAIN IN PLACE AS PART OF A VEGETATIVE SYSTEM. FOR TEMPORARY INSTALLATIONS, USE RECYCLABLE CONTAINMENT MESH.
4. FILL LOGS WITH SUFFICIENT FILTER MATERIAL TO ACHIEVE THE MINIMUM COMPACTED DIAMETER SPECIFIED IN THE PLANS WITHOUT EXCESSIVE DEFORMATION.
5. STAKES SHALL BE 2" X 2" WOOD OR #3 REBAR, 2'-4" LONG, EMBEDDED SUCH THAT 2" PROTRUDES ABOVE LOG, OR AS DIRECTED BY THE ENGINEER.
6. DO NOT PLACE STAKES THROUGH CONTAINMENT MESH.
7. COMPOST CRADLE MATERIAL IS INCIDENTAL & WILL NOT BE PAID FOR SEPARATELY.
8. SANDBAGS USED AS ANCHORS SHALL BE PLACED ON TOP OF LOGS & SHALL BE OF SUFFICIENT SIZE TO HOLD LOGS IN PLACE.
9. TURN THE ENDS OF EACH ROW OF LOGS UPSLOPE TO PREVENT RUNOFF FROM FLOWING AROUND THE LOG.
10. FOR HEAVY RUNOFF EVENTS, ADDITIONAL UPSTREAM STAKES MAY BE NECESSARY TO KEEP LOG FROM FOLDING IN ON ITSELF.

SEDIMENT BASIN & TRAP USAGE GUIDELINES

An erosion control log sediment trap may be used to filter sediment out of runoff draining from an unstabilized area.

Log Traps: The drainage area for a sediment trap should not exceed ¼ acres. The trap capacity should be 1800 CF/Acre (0.5" over the drainage area).

Control logs should be placed in the following locations:
1. Within drainage ditches spaced as needed or min. 500' on center
2. Immediately preceding ditch inlets or drain inlets
3. Just before the drainage enters a water course
4. Just before the drainage leaves the right of way
5. Just before the drainage leaves the construction limits where drainage flows away from the project.

The logs should be cleaned when the sediment has accumulated to a depth of 1/2 the log diameter.

Cleaning and removal of accumulated sediment deposits is incidental and will not be paid for separately.

LEGEND

CL-D	EROSION CONTROL LOG DAM
CL-BOC	EROSION CONTROL LOG AT BACK OF CURB
CL-ROW	EROSION CONTROL LOG AT EDGE OF RIGHT-OF-WAY
CL-SST	EROSION CONTROL LOGS ON SLOPES STAKE AND TRENCHING ANCHORING
CL-SSL	EROSION CONTROL LOGS ON SLOPES STAKE AND LASHING ANCHORING
CL-DI	EROSION CONTROL LOG AT DROP INLET
CL-CI	EROSION CONTROL LOG AT CURB INLET
CL-GI	EROSION CONTROL LOG AT CURB & GRATE INLET

DATE:
FILES:

SHEET 1 OF 3

Texas Department of Transportation | Design Division Standard

TEMPORARY EROSION, SEDIMENT AND WATER POLLUTION CONTROL MEASURES
EROSION CONTROL LOG
EC(9)-16

FILES: ec016		DN: TxDOT		DN: RW		DN: LS/PT		DN: LS
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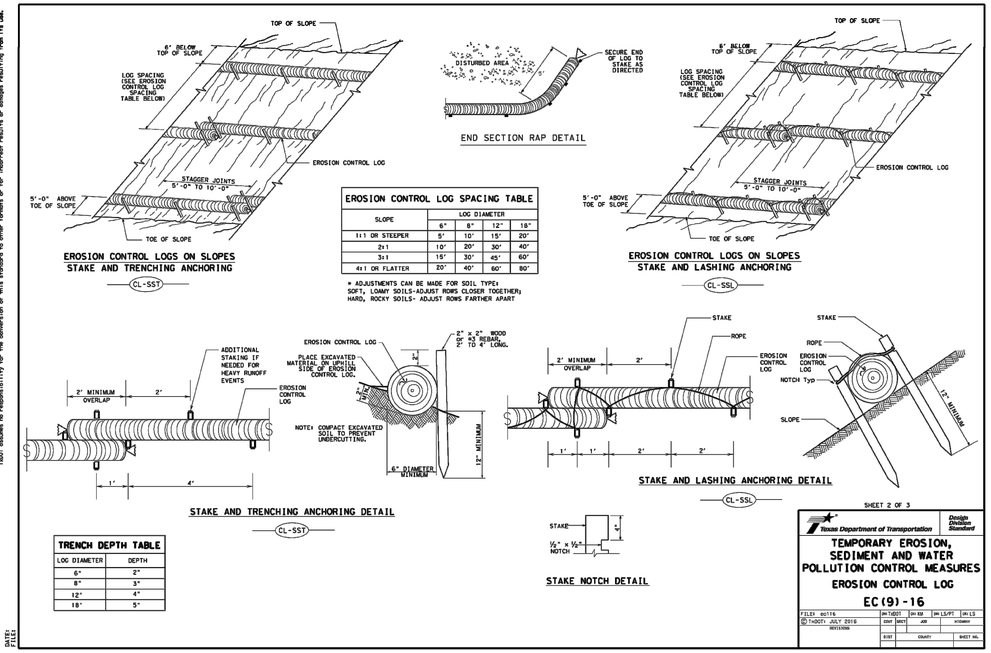

EROSION CONTROL LOG SPACING TABLE

SLOPE	LOG DIAMETER			
	6"	8"	12"	18"
1:1 OR STEEPER	5'	10'	15'	20'
2:1	10'	20'	30'	40'
3:1	15'	30'	45'	60'
4:1 OR FLATTER	20'	40'	60'	80'

* ADJUSTMENTS CAN BE MADE FOR SOIL TYPE:
SOFT, LOAMY SOILS-ADJUST ROWS CLOSER TOGETHER;
HARD, ROCKY SOILS- ADJUST ROWS FARTHER APART

TRENCH DEPTH TABLE

LOG DIAMETER	DEPTH
6"	2"
8"	3"
12"	4"
18"	5"

DATE:
FILES:

SHEET 2 OF 3

Texas Department of Transportation | Design Division Standard

TEMPORARY EROSION, SEDIMENT AND WATER POLLUTION CONTROL MEASURES
EROSION CONTROL LOG
EC(9)-16

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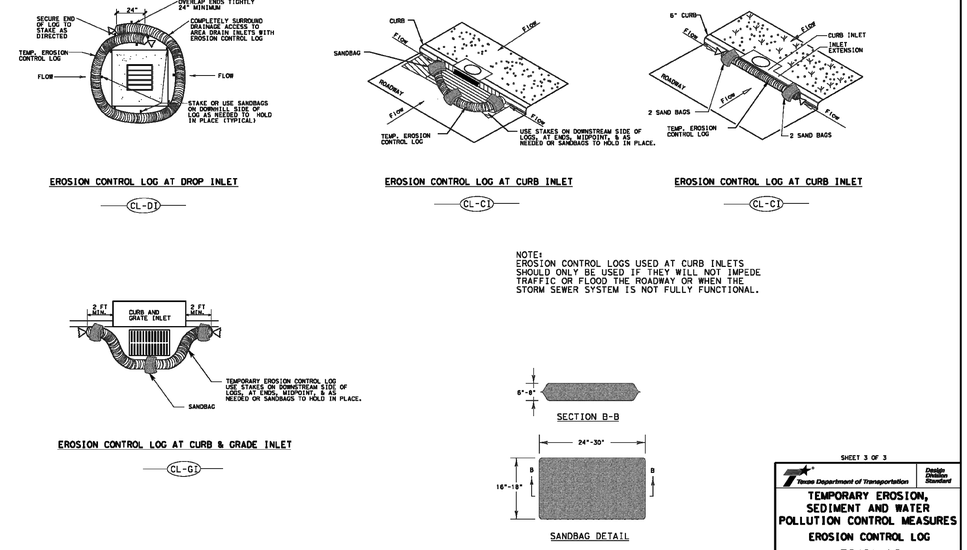

NOTE:
EROSION CONTROL LOGS USED AT CURB INLETS SHOULD ONLY BE USED IF THEY WILL NOT IMPEDE TRAFFIC OR FLOOD THE ROADWAY OR WHEN THE STORM SEWER SYSTEM IS NOT FULLY FUNCTIONAL.

DATE:
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SHEET 3 OF 3

Texas Department of Transportation | Design Division Standard

TEMPORARY EROSION, SEDIMENT AND WATER POLLUTION CONTROL MEASURES
EROSION CONTROL LOG
EC(9)-16

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BARRICADE AND CONSTRUCTION (BC) STANDARD SHEETS GENERAL NOTES:

1. The Barricade and Construction Standard Sheets (BC sheets) are intended to show typical examples for placement of temporary traffic control devices, construction pavement markings, and typical work zone signs. The information contained in these sheets meet or exceed the requirements shown in the "Texas Manual on Uniform Traffic Control Devices" (TMUTCD).
2. The development and design of the Traffic Control Plan (TCP) is the responsibility of the Engineer.
3. The Contractor may propose changes to the TCP that are signed and sealed by a licensed professional engineer for approval. The Engineer may develop, sign and seal Contractor proposed changes.
4. The Contractor is responsible for installing and maintaining the traffic control devices as shown in the plans. The Contractor may not move or change the approximate location of any device without the approval of the Engineer.
5. Geometric design of lane shifts and detours should, when possible, meet the applicable design criteria contained in manuals such as the American Association of State Highway and Transportation Officials (AASHTO), "A Policy on Geometric Design of Highways and Streets," the TxDOT "Roadway Design Manual" or engineering judgment.
6. When projects abut, the Engineer(s) may omit the END ROAD WORK, TRAFFIC FINES DOUBLE, and other advance warning signs if the signing would be redundant and the work areas appear continuous to the motorists. If the adjacent project is completed first, the Contractor shall erect the necessary warning signs as shown on these sheets, the TCP sheets or as directed by the Engineer. The BEGIN ROAD WORK NEXT X MILES sign shall be revised to show appropriate work zone distance.
7. The Engineer may require duplicate warning signs on the median side of divided highways where median width will permit and traffic volumes justify the signing.
8. All signs shall be constructed in accordance with the details found in the "Standard Highway Sign Designs for Texas," latest edition. Sign details not shown in this manual shall be shown in the plans or the Engineer shall provide a detail to the Contractor before the sign is manufactured.
9. The temporary traffic control devices shown in the illustrations of the BC sheets are examples. As necessary, the Engineer will determine the most appropriate traffic control devices to be used.
10. Where highway construction or maintenance work is being undertaken, other than mobile operations as defined by the Texas Manual on Uniform Traffic Control Devices, CSJ limit signs are required. CSJ limit signs are shown on BC(2). The OBEY WARNING SIGNS STATE LAW sign, STAY ALERT TALK OR TEXT LATER and the WORK ZONE TRAFFIC FINES DOUBLE sign with plaque shall be erected in advance of the CSJ limits. The BEGIN ROAD WORK NEXT X MILES, CONTRACTOR and END ROAD WORK signs shall be erected at or near the CSJ limits. For mobile operations, CSJ limit signs are not required.
11. Traffic control devices should be in place only while work is actually in progress or a definite need exists.
12. The Engineer has the final decision on the location of all traffic control devices.
13. Inactive equipment and work vehicles, including workers' private vehicles must be parked away from travel lanes. They should be as close to the right-of-way line as possible, or located behind a barrier or guardrail, or as approved by the Engineer.

WORKER SAFETY NOTES:

1. Workers on foot who are exposed to traffic or to construction equipment within the right-of-way shall wear high-visibility safety apparel meeting the requirements of ISEA "American National Standard for High-Visibility Apparel," or equivalent revisions, and labeled as ANSI 107-2004 standard performance for Class 2 or 3 risk exposure. Class 3 garments should be considered for high traffic volume work areas or night time work.
2. Except in emergency situations, flagger stations shall be illuminated when flagging is used at night.

COMPLIANT WORKZONE TRAFFIC CONTROL DEVICES

1. Only pre-qualified products shall be used. The "Compliant Work Zone Traffic Control Devices List" (CWZTCD) describes pre-qualified products and their sources.
2. Work zone traffic control devices shall be compliant with the Manual for Assessing Safety Hardware (MASH).

THE DOCUMENTS BELOW CAN BE FOUND ON-LINE AT http://www.txdot.gov
COMPLIANT WORK ZONE TRAFFIC CONTROL DEVICES LIST (CWZTCD)
DEPARTMENTAL MATERIAL SPECIFICATIONS (DMS)
MATERIAL PRODUCER LIST (MPL)
ROADWAY DESIGN MANUAL - SEE "MANUALS (ONLINE MANUALS)"
STANDARD HIGHWAY SIGN DESIGNS FOR TEXAS (SHSD)
TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (TMUTCD)
TRAFFIC ENGINEERING STANDARD SHEETS

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SHEET 1 OF 12

Texas Department of Transportation | Traffic Operations Standard

BARRICADE AND CONSTRUCTION GENERAL NOTES AND REQUIREMENTS
BC(1)-21

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Texas Registered Engineering Firm F-8794

REV#	DATE	DESCRIPTION	BY

CITY OF SHERMAN
US 82 WASTEWATER LINE
REPLACEMENT PHASE I (1551-U)

CONSTRUCTION DETAILS 3 OF 7

ISSUED FOR: DATE: BY:

JOB NO. SMN5004.01X

SHEET 9

STATE OF TEXAS
KENNETH W. TILLMAN
71422
LICENSED
PROFESSIONAL ENGINEER

8/19/2025

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PROJECT MANAGER:
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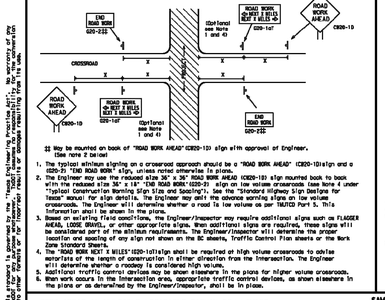
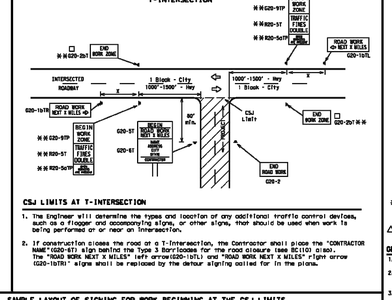
TYPICAL LOCATION OF CROSSROAD SIGNS



T-INTERSECTION



CSJ LIMITS AT T-INTERSECTION

1. The Engineer will determine the types and location of any additional traffic control devices, such as a flagger and accompanying signs, or other signs, that should be used when work is being performed on or near an intersection.
2. If construction closes the road at a T-intersection, the Contractor shall place the "CONTRACTOR NAME"(G20-6T) sign behind the Type 3 Barricades for the road closure (see BC(1)) also). The "ROAD WORK NEXT X MILES" left arrow(G20-1bTL) and "ROAD WORK NEXT X MILES" right arrow (G20-1bTR) signs shall be replaced by the detour signing called for in the plans.

TYPICAL CONSTRUCTION WARNING SIGN SIZE AND SPACING[1,2,3]

Sign Number or Series	SIZE Conventional Road	SIZE Expressway/ Freeway	SPACING Posted Speed MPH	SPACING Sign△ Spacing "X" Feet (Approx.)
CW20[4] CW21 CW22 CW23 CW25	48" x 48"	48" x 48"	30	120
			35	160
			40	240
			45	320
CW1, CW2, CW7, CW8, CW9, CW11, CW14	36" x 36"	48" x 48"	50	400
			55	500[5]
			60	600[5]
			65	700[5]
CW3, CW4, CW5, CW6, CW8-3, CW10, CW12	48" x 48"	48" x 48"	70	800[5]
			75	900[5]
			80	1000[5]
			■	■ [5]

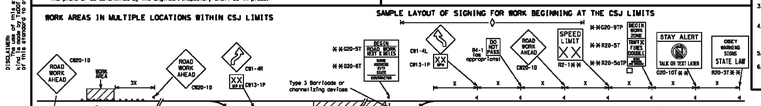
※ For typical sign spacings on divided highways, expressways and freeways, see Part 6 of the "Texas Manual on Uniform Traffic Control Devices" (TMUTCD) typical application diagrams or TCP Standard Sheets.

△ Minimum distance from work zone to first advance warning sign nearest the work area and/or distance between each additional sign.

GENERAL NOTES

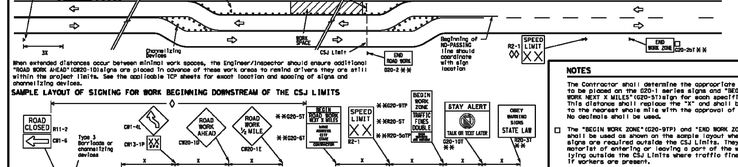
1. Special or larger size signs may be used as necessary.
2. Distances between signs should be increased as required to have 1500 feet of visibility.
3. Distances between signs should be increased as required to have 1/2 mile or more advance warning.
4. The 36" x 36" "ROAD WORK AHEAD" (G20-1)sign may be used on low volume crossroads at the discretion of the Engineer as per TMUTCD Part 5. See Note 2 under "Typical Location of Crossroad Signs".
5. Only distances from work zone to first advance warning sign nearest the work area and/or distance between each additional sign.
6. See sign size listing in "TMUTCD", Sign Appendix or the "Standard Highway Sign Designs for Texas" manual for complete list of available sign design sizes.

WORK AREAS IN MULTIPLE LOCATIONS WITHIN CSJ LIMITS



When extended distances occur between advisory work spaces, the Engineer/inspector should ensure additional "ROAD WORK AHEAD"(G20-1)signs are placed in advance of these work areas to remind drivers they are still within the project limits. See the applicable TCP sheets for exact location and spacing of signs and channelizing devices.

SAMPLE LAYOUT OF SIGNING FOR WORK BEGINNING DOWNSTREAM OF THE CSJ LIMITS



SAMPLE LAYOUT OF SIGNING FOR WORK BEGINNING AT THE CSJ LIMITS

NOTES

The Contractor shall determine the appropriate distance to be placed on the G20-1 series signs and "BEGIN ROAD WORK NEXT X MILES"(G20-3)sign for each specific project. This distance shall replace the "X" and shall be rounded to the nearest whole mile with the approval of the Engineer. No decimals shall be used.

☐ The "BEGIN WORK ZONE"(G20-5TP) and "END WORK ZONE" (G20-2bT) shall be used as shown on the sample layout when advance signs are required outside the CSJ limits. They inform the motorist of entering or leaving a part of the work zone lying outside the CSJ Limits where traffic fines may double if workers are present.

※※ CSJ limit signing is required for highway construction and maintenance work, with the exception of mobile operations.

◇ Area for placement of "ROAD WORK AHEAD" (CW20-1D)sign and other signs or devices as called for on the Traffic Control Plan.

△ Contractor will install a regulatory speed limit sign at the end of the work zone.

LEGEND

	Type 3 Barricade
○○○	Channelizing Devices
	Sign
X	See Typical Construction Warning Sign Size and Spacing chart or the TMUTCD for sign spacing requirements.

Texas Department of Transportation — Traffic Safety Division Standard

BARRICADE AND CONSTRUCTION PROJECT LIMIT

BC(2)-21

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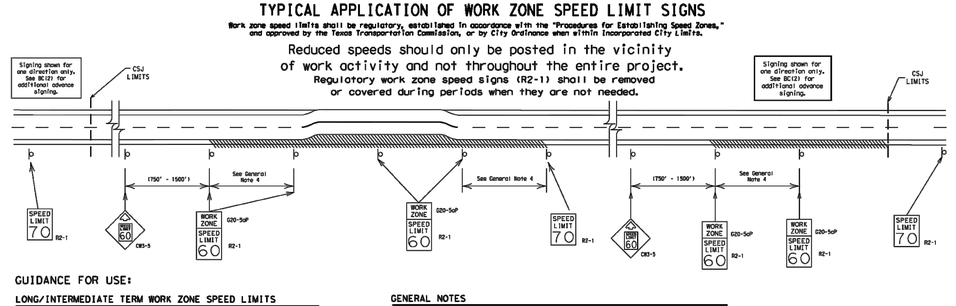
TYPICAL APPLICATION OF WORK ZONE SPEED LIMIT SIGNS

Work zone speed limits shall be regulatory, established in accordance with the "Procedures for Establishing Speed Zones," and approved by the Texas Transportation Commission, or by City Ordinance when within Incorporated City Limits.

Reduced speeds should only be posted in the vicinity of work activity and not throughout the entire project.

Regulatory work zone speed signs (R2-1) shall be removed or covered during periods when they are not needed.



GUIDANCE FOR USE:

LONG/INTERMEDIATE TERM WORK ZONE SPEED LIMITS

This type of work zone speed limit should be included on the design of the traffic control plans when restricted geometrics with a lower design speed are present in the work zone and modification of the geometrics to a higher design speed is not feasible.

Long/Intermediate Term Work Zone Speed Limit signs, when approved as described above, should be posted and visible to the motorist when work activity is present. Work activity may also be defined as a change in the roadway that requires a reduced speed for motorists to safely negotiate the work area, including:

a) rough road or damaged pavement surface
b) substantial alteration of roadway geometrics (diversions)
c) construction detours
d) grade
e) width
f) other conditions readily apparent to the driver

As long as any of these conditions exist, the work zone speed limit signs should remain in place.

SHORT TERM WORK ZONE SPEED LIMITS

This type of work zone speed limit may be included on the design of the traffic control plans when workers or equipment are not behind concrete barrier, when work activity is within 10 feet of the traveled way or actually in the traveled way.

Short Term Work Zone Speed Limit signs should be posted and visible to the motorists only when work activity is present. When work activity is not present, signs shall be removed or covered. (See Removing or Covering on BC(4)).

GENERAL NOTES

1. Regulatory work zone speed limits should be used only for sections of construction projects where speed control is of major importance.
2. Regulatory work zone speed limit signs shall be placed on supports at a 7 foot minimum mounting height.
3. Speed zone signs are illustrated for one direction of travel and are normally posted for each direction of travel.
4. Frequency of work zone speed limit signs should be:
   40 mph and greater — 0.2 to 2 miles
   35 mph and less — 0.2 to 1 mile
5. Regulatory speed limit signs shall have black legend and border on a white reflective background (See "Reflective Sheeting" on BC(4)).
6. Fabrication, erection and maintenance of the "ADVANCE SPEED LIMIT"(CW3-5)sign, "WORK ZONE"(G20-5aP) plaque and the "SPEED LIMIT"(R2-1)signs shall not be paid for directly, but shall be considered subsidiary to Item 502.
7. Turning signs from view, laying signs over or down will not be allowed, unless as otherwise noted under "REMOVING OR COVERING" on BC(4).
8. Techniques that may help reduce traffic speeds include but are not limited to:
   A. Law enforcement.
   B. Flagger stationed next to sign.
   C. Portable changeable message sign (PCMS).
   D. Low-power (drone) radar transmitter.
   E. Speed monitor trailers or signs.
9. Speeds shown on details above are for illustration only. Work Zone Speed Limits should only be posted as approved for each project.
10. For more specific guidance concerning the type of work, work zone conditions and factors impacting allowable regulatory construction speed zone reduction see TxDOT form #1204 in the TxDOT e-Form system.

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BARRICADE AND CONSTRUCTION WORK ZONE SPEED LIMIT

BC(3)-21

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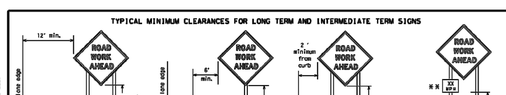
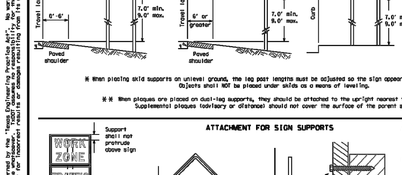
TYPICAL MINIMUM CLEARANCES FOR LONG TERM AND INTERMEDIATE TERM SIGNS



※ When placing wild supports on unlevel ground, the top post lengths must be adjusted so the sign appears enright and plumb. Objects shall NOT be placed under skids as a means of leveling.

※※ When plaques are placed on dual-leg supports, they should be attached to the upright nearest the travel lane. Supplemental plaques tabletary or ofsmanel should not cover the surface of the parent sign.

ATTACHMENT FOR SIGN SUPPORTS



Splicing embedded perforated square metal tubing in order to extend post height will only be allowed when the splice is made using four bolts, two above and two below the splice point. Splices must be located entirely behind the sign substrate, not near the base of the support. Splice insert lengths should be at least 5 times nominal post size, centered on the splice and at least the same gauge material.

Attachment to wooden supports will be by bolts and nuts or screws. Use TxDOT's or manufacturer's recommended procedures for attaching sign substrates to other types of sign supports

Nails shall NOT be allowed. Each sign shall be attached directly to the sign support. Multiple signs shall not be joined or spliced by any means. Wood supports shall not be extended or repaired by splicing or other means.

STOP/SLOW PADDLES

1. STOP/SLOW paddles are the primary method to control traffic by flaggers. The STOP/SLOW paddle size should be 24" x 24".
2. STOP/SLOW paddles shall be retroreflectorized when used at night.
3. STOP/SLOW paddles may be attached to a staff with a minimum length of 6' to the bottom of the sign.
4. Any flight incorporated into the STOP or SLOW paddle faces shall only be as specifically described in Section 6E.03 Hand Signaling Devices in the TMUTCD.

Background = Red Legend & Border = White — Background = Orange Legend & Border = Black

SHEETING REQUIREMENTS (WHEN USED AT NIGHT)		
USAGE	COLOR	SIGN FACE MATERIAL
BACKGROUND	RED	TYPE B OR C SHEETING
BACKGROUND	ORANGE	TYPE B, OR C, SHEETING
LEGEND & BORDER	WHITE	TYPE B OR C SHEETING
LEGEND & BORDER	BLACK	ACRYLIC NON-REFLECTIVE FILM

CONTRACTOR REQUIREMENTS FOR MAINTAINING PERMANENT SIGNS WITHIN THE PROJECT LIMITS

1. Permanent signs are used to give notice of traffic laws or regulations, call attention to conditions that are potentially hazardous to traffic operations, snow route designations, destinations, directions, distances, services, points of interests, and other geographical, recreational, specific service (LOGO), or cultural information. Drivers proceeding through a work zone need the same, if not better route guidance as normally furnished on a roadway without construction.
2. When permanent regulatory or warning signs conflict with work zone conditions, remove or cover the permanent signs until the permanent sign message matches the roadway condition. For details for covering large guide signs see the TS-CD standard.
3. When existing permanent signs are moved and relocated due to construction purposes, they shall be visible to motorists at all times.
4. If existing signs are to be relocated on their original supports, they shall be installed on crossbarrity bases as shown on the SMD Standard sheets. The signs shall meet the required mounting heights shown on the BC Sheets or the SMD Standards. This work should be paid for under the appropriate pay item for relocating existing signs.
5. If permanent signs are to be removed and relocated using temporary supports, the Contractor shall use crossbarrity supports as shown on the BC standard sheets, TLRS standard sheets or the CRCTCD list. The signs shall meet the required mounting heights shown on the BC, or the SMD standard sheets during construction. This work should be paid for under the appropriate pay item for relocating existing signs.
6. Any sign or traffic control device that is struck or damaged by the Contractor or his/her construction equipment shall be replaced as soon as possible by the Contractor to ensure proper guidance for the motorists. This will be subsidiary to Item 502.

GENERAL NOTES FOR WORK ZONE SIGNS

1. Contractor shall install and maintain signs in a straight and plumb condition and/or as directed by the Engineer.
2. Wooden sign posts shall be painted white.
3. Sign blanks shall NOT be used as sign supports.
4. All signs shall be installed in accordance with the plans or as directed by the Engineer. Signs shall be used to regulate, warn, and guide the traveling public safely through the work zone.
5. The Contractor may furnish either the sign design shown in the plans or in the "Standard Highway Sign Designs for Texas" (SHSD). The Engineer/inspector may require the Contractor to furnish other work zone signs that are shown in the TMUTCD but may have been omitted from the plans. Any variation in the plans shall be documented by written agreement between the Engineer and the Contractor's Responsible Person. All changes must be documented in writing before being implemented. This can include documenting the changes in the Inspector's TxDOT diary and having both the Inspector and Contractor initial and date the agreed upon changes.
6. The Contractor shall install sign supports listed in the "Compliant Work Zone Traffic Control Device List" (CWZTCD) for small roadside signs. Supports for temporary large roadside signs shall meet the requirements detailed on the Temporary Large Roadside Sign (TLRS) standard sheets. The Contractor shall install the sign support in accordance with the manufacturer's recommendations. If there is a question regarding installation procedures, the Contractor shall furnish the Engineer a copy of the manufacturer's installation recommendations so that the Engineer can review the installation procedures.
7. The Contractor is responsible for installing signs on approved supports and replacing signs with damaged or cracked substrates and/or damaged or damaged reflective sheeting as directed by the Engineer/Inspector.
8. Identification markings may be shown only on the back of the sign substrate. The maximum height of letters and/or company logos used for identification shall be 1 inch.
9. The Contractor shall replace damaged wood posts. New or damaged wood sign posts shall not be spliced.

DURATION OF WORK (as defined by the "Texas Manual on Uniform Traffic Control Devices" Part 6)

1. The types of sign supports, sign mounting height, the size of signs, and the type of sign substrate can vary based on the type of work being performed. The Engineer is responsible for selecting the appropriate size sign for the type of work being performed. The Contractor is responsible for mounting the sign securely, and mounting height and substrate meets manufacturer's recommendations in regard to crashworthiness and duration of work requirements.
   a. Long-term stationary - work that occupies a location more than 3 days.
   b. Intermediate-term stationary - work that occupies a location more than one daylight period up to 3 days, or nighttime work lasting more than one hour.
   c. Short-term stationary - daytime work that occupies a location for more than 1 hour in a single daylight period.
   d. Short, duration - work that occupies a location up to 1 hour.
   e. Mobile - work that moves continuously or intermittently (stopping for up to approximately 15 minutes.)

SIGN MOUNTING HEIGHT

1. The bottom of long-term/intermediate-term signs shall be at least 7 feet, but not more than 9 feet, above the paved surface, except as shown for supplemental plaques mounted below other signs.
2. The bottom of Short-term/Short Duration signs shall be a minimum of 1 foot above the pavement surface but no more than 2 feet above the sign.
3. Long-term/intermediate-term signs may be used in lieu of short-term/short duration signing.
4. Short-term/Short Duration signs shall be used only during daylight and shall be removed at the end of the workday or raised to appropriate Long-term/intermediate sign height.
5. Regulatory signs shall be mounted at least 7 feet, but not more than 9 feet, above the paved surface regardless of work duration.

SIZE OF SIGNS

1. The Contractor shall furnish the sign sizes shown on BC (2) unless otherwise shown in the plans or as directed by the Engineer.

SIGN SUBSTRATES

1. The Contractor shall ensure the sign substrate is installed in accordance with the manufacturer's recommendations for the type of sign support that is being used. The CWZTCD lists each substrate that can be used on the different types and models of sign supports.
2. "Hard" type materials are not an approved sign substrate, regardless of the rightness of the metal.
3. All wooden individual sign panels fabricated from 2 or more pieces shall have one or more plywood cleat, 1/2" thick by 6" wide, securely attached across the back of the joint connecting fully both parts of the sign. The cleat shall be attached to the back of the sign using wood screws that do not penetrate the face of the sign panel. The screws shall be placed on both sides of the splice and spaced at 6" centers. The Engineer may approve other methods of splicing the sign face.

REFLECTIVE SHEETING

1. All signs shall be retroreflective and constructed of sheeting meeting the color and retroreflectivity requirements of DMS-8300 for high prism signs or DMS-8310 for roll-up signs. The web address for DMS specifications is shown on BC(11).
2. White sheeting, meeting the requirements of DMS-8300 Type A, shall be used for signs with a white background.
3. Orange sheeting, meeting the requirements of DMS-8300 Type B_L or Type C_L, shall be used for rigid signs with orange backgrounds.

SIGN LETTERS

1. All sign letters and numbers shall be clear, and open mounted type uppercase alphabet letters as approved by the Federal Highway Administration (FHWA) and as published in the "Standard Highway Sign Design for Texas" manual. Signs, letters and numbers shall be of front cross section design in accordance with Department Standards and Specifications.

REMOVING OR COVERING

1. When sign messages may be confusing or do not apply, the signs shall be removed or completely covered.
2. Long-term stationary or intermediate stationary signs installed on square metal tubing may be turned away from traffic 90 degrees when the sign message is not applicable. This technique may not be used for signs installed in the median of divided highways or near any intersections where the sign may be seen from approaching traffic.
3. Signs installed on wooden skids shall not be turned at 90 degree angles to the roadway. These signs should be removed or completely covered when not in use.
4. When signs are covered, the material used shall be opaque, such as heavy all black plastic, or other materials which will cover the entire sign face and maintain their opaque properties under automobile headlights at night, without damaging the sign sheeting.
5. Duct tape shall NOT be used to cover signs.
6. Duct tape or other adhesive material shall NOT be affixed to a sign face.
7. Signs and sign or other stubs shall be removed and holes patched upon completion of work.

SIGN SUPPORT WEIGHTS

1. Where a sign supports requires the use of weights to keep from tunning over, the use of sandbags with dry, cohesionless sand should be used.
2. The sandbags will be filled shut to keep the sand from spilling and to maintain a constant weight.
3. Rock, concrete, iron, steel or other solid objects shall not be permitted for use as sign support weights.
4. Sandbags shall have a minimum weight of 35 lbs and a maximum of 50 lbs.
5. Sandbags shall be made of a durable material that tears upon vehicular impact. Rubber tough or tire liner tubes shall NOT be used.
6. Rubber ballasts designed for channelizing devices should not be used for ballast on portable sign supports. Sign supports designed and manufactured with rubber bases may be used when shown on the CWZTCD list.
7. Sandbags shall only be placed along or laid over the base supports of the sign. They shall not be placed on the sign substrate, nor shall they be tied to the sign with rope, wire, string or other fasteners. Sandbags shall be placed along the length of the skids to weigh down the sign support.
8. Sandbags shall NOT be placed under the skid and shall not be used to level sign supports placed on slopes.

FLAGS ON SIGNS

1. Flags may be used to draw attention to warning signs. When used, the flag shall be 16 inches square or larger and shall be orange for fluorescent-red-orange in color. Flags shall not be allowed to cover any portion of the sign face.

Texas Department of Transportation — Traffic Safety Division Standard

BARRICADE AND CONSTRUCTION TEMPORARY SIGN NOTES

BC(4)-21

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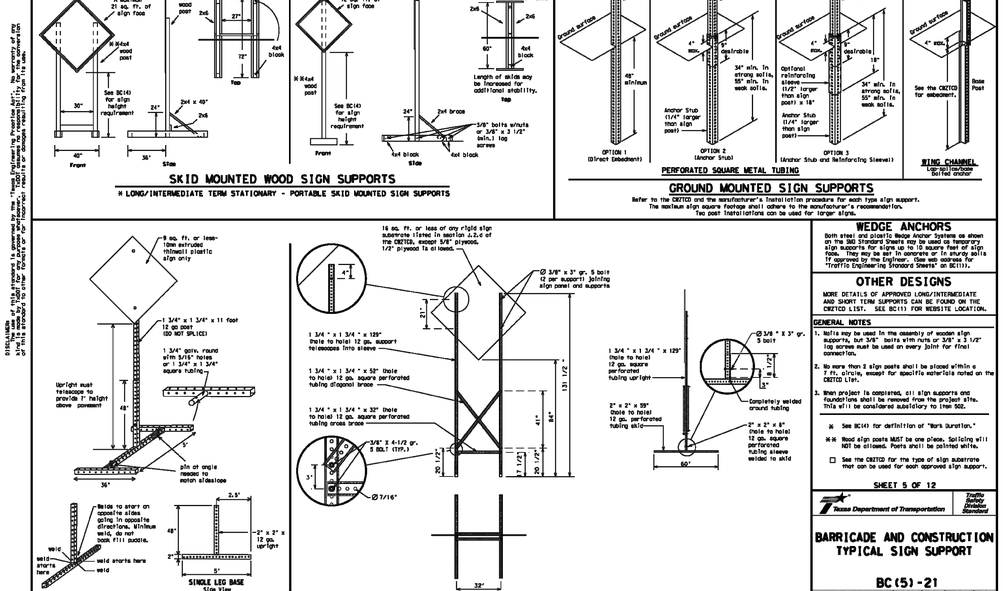

SKID MOUNTED WOOD SIGN SUPPORTS

※ LONG/INTERMEDIATE TERM STATIONARY - PORTABLE SKID MOUNTED SIGN SUPPORTS

GROUND MOUNTED SIGN SUPPORTS

Refer to the CWZTCD and the manufacturer's installation procedure for each type sign support.
The maximum sign square footage shall adhere to the manufacturer's recommendation.
Two post installations can be used for larger signs.

SKID MOUNTED PERFORATED SQUARE STEEL TUBING SIGN SUPPORTS

※ LONG/INTERMEDIATE TERM STATIONARY - PORTABLE SKID MOUNTED SIGN SUPPORTS

WEDGE ANCHORS

Both steel and plastic Wedge Anchor Systems as shown on the TMS Standard Sheets may be used as temporary sign supports for signs up to 10 square feet of sign face. They may be set in concrete or in sturdy soils if approved by the Engineer. See web address for "Traffic Engineering Standard Sheets" on BC(11).

OTHER DESIGNS

MORE DETAILS OF APPROVED LONG/INTERMEDIATE AND SHORT TERM SUPPORTS CAN BE FOUND ON THE CRCTCD LIST. SEE BC(11) FOR WEBSITE LOCATION.

GENERAL NOTES

1. Nails may be used in the assembly of wooden sign supports, but 3/8" bolts with nuts or 3/8" x 3 1/2" lag screws must be used on every joint for final connection.
2. No more than 3 sign posts shall be placed within a 7 ft. circle, except for specific details noted on the CRCTCD List.
3. When project is completed, all sign supports and foundations shall be removed from the project site. This will be considered subsidiary to Item 502.

※ See BC(4) for definition of "Work Duration."

※※ Wood sign posts MUST be one piece. Splicing will NOT be allowed. Posts shall be painted white.

☐ See the CRCTCD for the type of sign substrate that can be used for each approved sign support.

Texas Department of Transportation — Traffic Safety Division Standard

BARRICADE AND CONSTRUCTION TYPICAL SIGN SUPPORT

BC(5)-21

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WADE TRIM

Wade Trim Inc.
301 Commerce Street, Suite 2210
Fort Worth, TX 76102
Phone: 817-348-0000
Texas Registered Engineering Firm F-8794

BY	DESCRIPTION	DATE	REV#

CITY OF SHERMAN
US 82 WASTEWATER LINE
REPLACEMENT PHASE I (1551-U)
CONSTRUCTION DETAILS 4 OF 7

ISSUED FOR: DATE: BY:

JOB NO. SMN5004.01X

SHEET 10

STATE OF TEXAS
KENNETH W. TILLMAN
71422
LICENSED
PROFESSIONAL ENGINEER
8/19/2025

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PROJECT MANAGER:
DWG: K:\SHERMAN\CAD\TRAFFIC\TRAFFIC SIGNS\DETAILS\DWG PLOTTED 8/19/2025 9:48 AM BY DE GUZMAN, DAN NATHANAEL

WHEN NOT IN USE, REMOVE THE PCMS FROM THE RIGHT-OF-WAY OR PLACE THE PCMS BEHIND BARRIER OR GUARDRAIL WITH SIGN PANEL TURNED PARALLEL TO TRAFFIC

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DATED: 7/2021

PORTABLE CHANGEABLE MESSAGE SIGNS

1. The Engineer/Inspector shall approve all messages used on portable changeable message signs (PCMS).
2. Messages on PCMS should contain no more than 8 words (about four to eight characters per word), not including simple words such as "TO," "FOR," and "IN."
3. Consider using abbreviation of a single phase, or two phases that alternate. Three-phase messages are not allowed. Each phase of the message should convey a simple thought, and must be understood by itself.
4. Use the word "EXIT" to refer to an exit ramp on a freeway. i.e., "EXIT CLOSED." Do not use the term "RAMP."
5. Always use the route or limestone designation (IH, US, SH, FM) along with the number when referring to a roadway.
6. When in use, the bottom of a stationary PCMS message panel should be a minimum 7 feet above the roadway, where possible.
7. The message term "WEEKEND" should be used only if the work is to start on Saturday morning and end by Sunday evening at midnight. Actual days and hours of work should be displayed on the PCMS if work is to begin on Friday evening and/or continue into Monday morning.
8. The Engineer/Inspector may select one of two options while are available for displaying a two-phase message on a PCMS. Each phase may be displayed for either four seconds each or for three seconds each.
9. Do not "flash" messages or words included in a message. The message should be steady burn or continuous while displayed.
10. Do not present redundant information on a two-phase messages. i.e., keeping two lines of the message the same and changing the third line.
11. Do not use the word "Danger" in message.
12. Do not use the terms "LANES SHIFT LEFT" or "LANES SHIFT RIGHT" on a PCMS. Drivers do not understand the message.
13. Do not display messages that scroll horizontally or vertically across the face of the sign.
14. The following table lists abbreviated words and two-word phrases that are acceptable for use on a PCMS. Both words in a phrase must be displayed together. Words or phrases not on this list should not be abbreviated, unless shown in the TMUTCD.
15. PCMS character height should be at least 18 inches for trailer mounted units. They should be visible from at least 1/2 L.S.D mi and the text should be legible from at least 600 feet at night and 800 feet in daylight. Truck mounted units must have a character height of 10 inches and must be legible from at least 400 feet.
16. Each line of text should be centered on the message board rather than left justified.
17. If disabled, the PCMS should default to an illegible display that will not store alarm codes and will also be used to alert workers that the PCMS has malfunctioned. A pattern such as a series of horizontal solid bars is appropriate.

WORD OR PHRASE	ABBREVIATION	WORD OR PHRASE	ABBREVIATION
Access Road	ACCS RD	Major	MAJ
Alternate	ALT	Miles	MI
Avenue	AVE	Miles Per Hour	MPH
Best Route	BEST RTE	Minimum	MIN
Boulevard	BLVD	Monday	MON
Bridge	BRDG	Normal	NORM
Cannot	CANT	North	N
Center	CTR	Northbound	Eastnet N
Construction Ahead	CONST AHD	Parking	PKING
Crossing	XING	Road	RD
Detour Route	DETOUR RTE	Right Lane	RT LN
Do Not	DONT	Service Road	SERV RD
East	E	Shoulder	SHLDR
Eastbound	Eastnet E	Slippery	SLIP
Emergency	EMER	South	S
Emergency Vehicle	EMER VEH	Southbound	Eastnet S
Entrance Ramp	ENT RP	Speed	SPD
Express Lane	EXP LN	Street	ST
Expressway	EXPWY	Sunday	SUN
XXX Feet	XXX FT	Telephone	PHONE
Fog Ahead	FOG AHD	Temporary	TEMP
Freeway	FWAY, FWY	Thursday	THURS
Freeway Blocked	FWY BLKD	To Downtown	TO DWNTN
Friday	FRI	Traffic	TRAF
Hazardous Driving	HAZ DRIVING	Travelers	TRVLRS
Hazardous Material	HAZ MAT	Tuesday	TUES
High-Occupancy Vehicle	HOV	Time Minutes	TIME MIN
Highway	HWY	Upper Level	UPR LEVEL
Hospital	HOSP	Vehicles (s)	VEHS
Information	INFO	Warning	WARN
It Is	ITS	Wednesday	WED
Junction	JCT	Weight Limit	WT LIMIT
Left	LFT	West	W
Left Lane	LFT LN	Westbound	Eastnet W
Lane Closed	LN CLOSED	Weekend	WKE END
Lower Level	LOWER LEVEL	Will Not	WONT
Maintenance	MAINT		

Roadway designation = IH-number, US-number, SH-number, FM-number

RECOMMENDED PHASES AND FORMATS FOR PCMS MESSAGES DURING ROADWORK ACTIVITIES

(The Engineer may approve other messages not specifically covered here.)

Phase 1: Condition Lists

Road/Lane/Ramp Closure List

FREEWAY CLOSED X MILE
ROAD CLOSED AT SH XXX
ROAD CLSD AT FM XXXX
RIGHT X LANES CLOSED
CENTER LANE CLOSED
NIGHT LANE CLOSURES
VARIOUS LANES CLOSED
EXIT CLOSED
MALL DRIVEWAY CLOSED
XXXXXXXX BLVD CLOSED

Other Condition List

ROADWORK XXX FT	ROAD REPAIRS XXXX FT
FLAGGER XXXX FT	LANE NARROWS XXXX FT
RIGHT LN NARROWS XXXX FT	TWO-WAY TRAFFIC XX MILE
MERGING TRAFFIC XXXX FT	CONST TRAFFIC XXX FT
LOOSE GRAVEL XXXX FT	UNEVEN LANES XXXX FT
DETOUR X MILE	ROUGH ROAD XXXX FT
ROADWORK PAST SH XXXX	ROADWORK NEXT FRI-SUN
BUMP XXXX FT	US XXX EXIT X MILES
TRAFFIC SIGNAL XXXX FT	LANES SHIFT *

* LANES SHIFT in Phase 1 must be used with STAY IN LANE in Phase 2.

Phase 2: Possible Component Lists

Action to Take/Effect on Travel List

MERGE RIGHT	FORM X LINES RIGHT
DETOUR NEXT X EXITS	USE XXXXX RD EXIT
USE EXIT XXX	USE EXIT I-XX NORTH
STAY ON US XXX SOUTH	USE I-XX E TO I-XX N
TRUCKS USE US XXX N	WATCH FOR TRUCKS
WATCH FOR TRUCKS	EXPECT DELAYS
EXPECT DELAYS	PREPARE TO STOP
REDUCE SPEED XXX FT	END SHOULDER USE
USE OTHER ROUTES	WATCH FOR WORKERS
STAY IN LANE *	

Location List

AT FM XXXX
BEFORE RAILROAD CROSSING
NEXT X MILES
PAST US XXX
XXXXXXX TO XXXXXXX
US XXX FM XXXX

Warning List

SPEED LIMIT XX MPH
MAXIMUM SPEED XX MPH
MINIMUM SPEED XX MPH
ADVISORY SPEED XX MPH
RIGHT LANE EXIT
USE CAUTION
DRIVE SAFELY
DRIVE WITH CARE

** Advance Notice List

TUE-FRI XX AM- X PM
APR XX- XX X PM-X AM
BEGINS MONDAY
BEGINS MAY XX
MAY X-X XX PM - XX AM
NEXT FRI-SUN
XX AM TO XX PM
NEXT TUE AUG XX
TONIGHT XX PM- XX AM

** See Application Guidelines Note 6.

APPLICATION GUIDELINES

1. Only 1 or 2 phases are to be used on a PCMS.
2. The 1st phase (or both) should be selected from the "Road/Lane/Ramp Closure List" and the "Other Condition List".
3. A 2nd phase can be selected from the "Action to Take/Effect on Travel List", "Location List", "Warning List", or "Advance Notice List".
4. A Location Phase is necessary only if a distance or location is or has been used in the first phase selected.
5. If two PCMS are used in sequence, they must be separated by a minimum of 1000 Ft. Each PCMS shall be limited to two phases, and should be understandable by themselves.
6. For advance notice, when the current date is within seven days of the actual work date, calendar days should be replaced with days of the week. Advance notification should typically be for no more than one week prior to the work.

WORDING ALTERNATIVES

1. The words RIGHT, LEFT and ALL can be interchanged as appropriate.
2. Roadway designations IH, US, SH, FM and LP can be interchanged as appropriate.
3. EAST, WEST, NORTH and SOUTH, the abbreviations E, W, N and S) can be interchanged as appropriate. General Warning, or Advance Notice Phase 1 selection.
4. ROAD, HIGHWAY and FREEWAY can be interchanged as needed.
5. AHEAD may be used instead of distances if necessary.
6. FT and MI, MILE and MILES interchanged as appropriate.
7. AT, BEFORE and PAST interchanged as needed.
8. Distances or AHEAD can be eliminated from the message if a location phase is used.

PCMS SIGNS WITHIN THE R.O.W. SHALL BE BEHIND GUARDRAIL OR CONCRETE BARRIER OR SHALL HAVE A MINIMUM OF FOUR (4) PLASTIC DRUMS PLACED PERPENDICULAR TO TRAFFIC ON THE UPSTREAM SIDE OF THE PCMS, WHEN EXPOSED TO ONE DIRECTION OF TRAFFIC. WHEN EXPOSED TO TWO WAY TRAFFIC, THE FOUR DRUMS SHOULD BE PLACED WITH ONE DRUM AT EACH OF THE FOUR CORNERS OF THE UNIT.

FULL MATRIX PCMS SIGNS

1. When full Matrix PCMS signs are used, the character height and legibility/visibility requirements shall be maintained as listed in Note 15 under "PORTABLE CHANGEABLE MESSAGE SIGNS" above.
2. When symbol signs, such as the "Flagger Symbol"(C30(C)-TX) are represented graphically on the Full Matrix PCMS sign and, with the approval of the Engineer, it shall maintain the legibility/visibility requirement listed above.
3. When symbol signs are represented graphically on the Full Matrix PCMS, they shall only supplement the use of the static sign represented, and shall not substitute for, or replace that sign.
4. A full matrix PCMS may be used to simulate a flashing arrow board provided it meets the visibility, flash rate and sloping requirements on BC(7), for the same size arrow.

Texas Department of Transportation — Traffic Operations Division Standard

BARRICADE AND CONSTRUCTION PORTABLE CHANGEABLE MESSAGE SIGN (PCMS)

BC(6)-21

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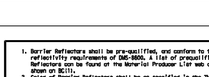
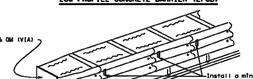
1. Barrier Reflectors shall be pre-qualified, and conform to the color and retroreflity requirements of DMS-8300, A list of prequalified Barrier Reflectors can be found at the Material Producer List web address shown on BC(11).
2. Color of Barrier Reflectors shall be as specified in the TMUTCD. The back of the reflectors shall be considered substitutary to item 512.



CONCRETE TRAFFIC BARRIER (CTB)

3. Where traffic is on one side of the CTB, two (2) Barrier Reflectors shall be mounted in approximately the midsection of each section of CTB, on alternate mounting location in uniformed on one end of each CTB. This will allow for arrangement of a barrier grapple without damaging the reflector. The Barrier Reflector mounted on the side of the CTB shall be located directly below the reflector mounted on top of the barrier, as shown in the detail above.
4. Where CTB separates two-way traffic, three barrier reflectors shall be mounted on each section of CTB. The reflector unit on top shall have two yellow reflective faces (SI-Directionalized) the reflectors on each side of the barrier shall have one yellow reflective face, as shown in the detail above.
5. For one-directional traffic traveling in the same direction, no barrier reflectors will be required on top of the CTB.
6. Barrier Reflector units shall be yellow or white in color to match the adjacent lane lining requirements.
7. Maximum spacing of Barrier Reflectors is forty (40) feet.
8. Prevent corners or temporary flexible-reflective barrier marker tabs shall NOT be used as CTB delineation.
9. Attachment of Barrier Reflectors to CTB shall be per manufacturer's recommendations.
10. Missing or damaged Barrier Reflectors shall be replaced as directed by the Engineer.
11. Single slope barriers shall be delineated as shown on the above detail.

LOW PROFILE CONCRETE BARRIER (LPCB)



DELINEATION OF END TREATMENTS

LOW PROFILE CONCRETE BARRIER (LPCB) USED IN WORK ZONES

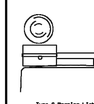
LPCB is approved for use in work zone locations, where the posted speed is 40mph, or less. See Roadway Standard Sheet LPCB.

Max. spacing of barrier reflectors is 20 feet. Attach the delineators as per manufacturer's recommendations.

END TREATMENTS FOR CTB'S USED IN WORK ZONES

End treatments used on CTB's in work zones shall meet the appropriate crashworthy standards as defined in the Manual for Assessing Safety Hardware (MASH). Refer to the CRITCD List for approved end treatments and manufacturers.

BARRIER REFLECTORS FOR CONCRETE TRAFFIC BARRIER AND ATTENUATORS



WARNING LIGHTS

1. Warning lights shall meet the requirements of the TMUTCD.
2. Warning lights shall not be installed on barricades.
3. Type A low-intensity flashing warning lights are typically used with drums. They are intended to warn of or mark a potentially hazardous area. The Engineer/Inspector shall determine the location and/or other sheets of the plans by the designation "FL". The Type A Warning Lights shall meet the requirements of Departmental Material Specification DMS-8300.
4. Type C and Type D 360 degree Steady Burn Lights are intended to be used in a series for delineation to supplement other traffic control devices. The Engineer/Inspector or the plans shall specify the location and type of warning lights to be installed on the traffic control devices.
5. The Engineer/Inspector or the plans shall specify the location and type of warning lights to be installed on the traffic control devices. When required by the Engineer, the Contractor shall furnish a copy of the warning lights certification. The warning light manufacturer will certify the warning lights meet the requirements of the latest ITE Purchase Specifications for Flashing and Steady-Burn Warning Lights.
6. The Type C and Type D Steady Burn Warning Lights should also be placed on the outside of the curve, not the inside.
7. The location of warning lights and warning reflectors on drums shall be as shown elsewhere in the plans.

WARNING LIGHTS MOUNTED ON PLASTIC DRUMS

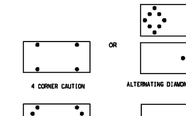
1. Type A Flashing warning lights are intended to warn drivers that they are approaching or are in a potentially hazardous area.
2. Type A lights shall be mounted on the drum at the location for delineation and shall not be used in a series.
3. A series of sequential flashing warning lights placed on channelizing devices to form a merging taper may be used for delineation, if used, the Engineer/Inspector shall specify the location of the lights. Lights should occur from the beginning of the merging taper to the end of the taper, and at a maximum spacing of 40 feet.
4. Type C and D steady-burn warning lights are intended to be used in a series to delineate the edge of the travel lane on sections of roadway with restricted horizontal alignment.
5. Type A, Type C and Type D warning lights shall be installed at locations as detailed on other sheets in the plans.
6. Warning lights shall not be mounted on a sign, chevron or vertical panel.
7. The maximum spacing for warning lights on drums should be identical to the channelizing device spacing.

WARNING REFLECTORS MOUNTED ON PLASTIC DRUMS AS A SUBSTITUTE FOR TYPE C (STEADY BURN) WARNING LIGHTS

1. A warning reflector or approved substitute may be mounted on a plastic drum as a substitute for a type C, steady burn warning light on the horizontal surface.
2. The warning reflector shall be yellow in color and shall be manufactured using a sign substrate approved for use with plastic drums listed on the CRITCD.
3. The warning reflector shall have a minimum retroreflective surface area tone-third of 30 square inches.
4. Round reflectors shall be fully reflectorized, including the area where attached to the drum.
5. Square substrates must have a minimum of 30 square inches of retroreflected sheeting. They do not have to be reflectorized where it is attached to the drum.
6. Delineate the warning reflector facing approaching traffic shall have sheeting meeting the color and retroreflectivity requirements for DMS 8300-type B or Type C.
7. The warning reflector should be mounted on the side of the handle nearest approaching traffic.
8. The maximum spacing for warning reflectors should be identical to the channelizing device spacing requirements.

Arrow Boards may be located behind channelizing devices in place for a shoulder taper or merging taper, otherwise they shall be delineated with four (4) channelizing devices placed perpendicular to traffic on the upstream side of traffic.

1. The Flashing Arrow Board should be used for all lane closures on multi-lane roadways, or slow moving maintenance or construction activities on the travel lanes.
2. The Flashing Arrow Board should be used for all shoulder closures, curves, diversions or work on shoulders unless the "CAUTION" display has been specified to be used.
3. The Engineer/Inspector shall choose all appropriate signs, barricades and/or traffic control devices that should be used in conjunction with the Flashing Arrow Board.
4. The Flashing Arrow Board should be able to display the following symbols:



5. The "CAUTION" display consists of four corner lamps flashing simultaneously, or the Alternating Diamond Caution display.
6. The straight line caution display is NOT ALLOWED.
7. The Flashing Arrow Board shall be capable of minimum 50 percent dimming free rated lamp voltage. The flashing rate of the lamps shall not be less than 25 nor more than 40 flashes per minute.
8. Minimum lamp size for "line" shall be approximately 50 percent for full lamp arrow and equal intervals of 25 percent for each sequential phase of the flashing chevron.
9. The sequential arrow display is NOT ALLOWED.
10. The flashing arrow display is the TxDOT standard; however, the sequential chevron may be used with the approval of the Engineer.
11. The flashing arrow board shall be capable of mounting on vehicle, trailer or other suitable support.
12. A Flashing Arrow Board SHALL NOT BE USED to laterally shift traffic.
13. A full matrix PCMS may be used to simulate a flashing arrow board provided it meets visibility, flash rate and dimming requirements on this sheet for the same size arrow.
14. Minimum mounting height of trailer mounted Arrow Boards should be 7 feet from roadway to bottom of panel.

REQUIREMENTS			
TYPE	MINIMUM SIZE OF PANEL (LxH)	MINIMUM NUMBER OF PANEL LAMPS	MINIMUM VISIBILITY DISTANCE
B	30 x 60	13	3/4 mile
C	48 x 96	15	1 mile

ATTENTION: Flashing Arrow Boards may be used with automatic dimming devices.

WHEN NOT IN USE, REMOVE THE ARROW BOARD FROM THE RIGHT-OF-WAY OR PLACE THE ARROW BOARD BEHIND CONCRETE TRAFFIC BARRIER OR GUARDRAIL.

FLASHING ARROW BOARDS

TRUCK-MOUNTED ATTENUATORS

1. Truck-mounted attenuators (TMA) used on TxDOT facilities must meet the requirements outlined in the Manual for Assessing Safety Hardware (MASH).
2. Refer to the CRITCD for the requirements of Level 2 or Level 3 TMAs.
3. Refer to the CRITCD for a list of approved TMAs.
4. TMAs are required on freeways unless otherwise noted in the plans.
5. A TMA should be used anytime that it can be positioned 30 to 100 feet in advance of the area of cross exposure without adversely affecting the work performance.
6. The only reason a TMA should not be required is when a work area is spread down the roadway and the work area is an extended distance from the TMA.

Texas Department of Transportation — Traffic Operations Division Standard

BARRICADE AND CONSTRUCTION ARROW PANEL, REFLECTORS, WARNING LIGHTS & ATTENUATOR

BC(7)-21

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GENERAL NOTES

1. For long term stationary work zones on freeways, drums shall be used as the primary channelizing device.
2. For intermediate term stationary work zones on freeways, drums should be used as the primary channelizing device but may be replaced in tangent sections by vertical panels, or 42" two-piece cones. In tangent sections, one-piece cones may be used with the approval of the Engineer but only if personnel are present on the project at all times to maintain the cones in proper position and location.
3. For short term stationary work zones on freeways, drums are the preferred channelizing device but may be replaced in tapers, transitions and tangent sections by vertical panels, two-piece cones or one-piece cones as approved by the Engineer.
4. Drums and all related items shall comply with the requirements of the current version of the "Texas Manual on Uniform Traffic Control Devices" (TMUTCD) and the "Compliant Work Zone Traffic Control Devices List" (CRITCD).
5. Drums, bases, and related materials shall exhibit good workmanship and shall be free from objectionable scars or defects that would adversely affect their appearance or workability.
6. The Contractor shall have a maximum of 24 hours to replace any plastic drums identified for replacement by the Engineer/Inspector. The replacement device must be an approved device.

GENERAL DESIGN REQUIREMENTS

Pre-qualified plastic drums shall meet the following requirements:

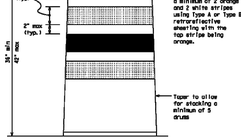
1. Plastic drums shall be a two-piece design; the "body" of the drum shall be the top portion and the "base" shall be the bottom.
2. The body and base shall lock together in such a manner that the body separates from the base when impacted by a vehicle traveling at a speed of 20 MPH or greater but prevents accidental separation due to normal handling and/or off tarnishes created by passing vehicles.
3. Plastic drums shall be constructed of lightweight flexible, and deformable material. The Contractor shall furnish all drums and accessories in a clean and undamaged condition at the time of placement.
4. Drums shall present a profile that is a minimum of 18 inches in width at the 36 inch height when viewed from any direction. The height of drum unit (body installed on base) shall be a minimum of 36 inches and a maximum of 42 inches.
5. The top of the drum shall have a built-in handle for easy pickup and shall be designed to drain water and collect debris. The handle shall have a minimum of two widely spaced 9/16 inch diameter holes to allow placement of a warning flashing reflector unit or approved compliant sign.
6. The exterior of the drum body shall have a minimum of four alternating orange and white retroreflective sheeting/material stripes not less than 4 inches nor greater than 8 inches in width. Any non-reflectorized space between any two adjacent stripes shall not exceed 2 inches in width.
7. Bases shall have a minimum width of 36 inches, a maximum height of 4 inches, and a minimum of two footholds of sufficient size to allow base to be held down while separating the drum body from the base.
8. Plastic drums shall be constructed of ultra-violet stabilized, orange, high-density polyethylene (HDPE) or other approved material.
9. Drum body shall have a maximum unballasted weight of 11 lbs.
10. Drum and base shall be marked with manufacturer's name and model number.

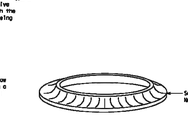
RETROREFLECTIVE SHEETING

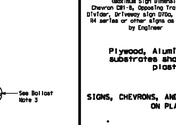
1. The stripes used on drums shall be constructed of sheeting meeting the color and retroreflectivity requirements of Departmental Materials Specification DMS-8300, "Sign Face Materials." Type A or Type B reflective sheeting shall be supplied unless otherwise specified in the plans.
2. The sheeting shall be suitable for use on and shall adhere to the drum surface such that, upon vehicular impact, the sheeting shall remain adhered in-place and exhibit no delaminating, tunneling, or loss of retroreflectivity other than that loss due to abrasion of the sheeting surface.

BALLAST

1. Unballasted bases shall be large enough to hold up to 90 lbs. of sand. This base, when filled with material, shall weigh between 35 lbs (minimum) and 50 lbs (maximum). The ballast may be sand in one to three sandbags separate from the base, sand in a sand-filled plastic base, or other ballasting devices as approved by the Engineer. Shocking of sandbags will be allowed, however height of sandbags above pavement surface may not exceed 12 inches.
2. Bases with built-in ballast shall weigh between 40 lbs. and 50 lbs. Built-in ballast can be constructed of an integral crush rubber base or a solid rubber base.
3. Recycled truck tire sidewalls may be used for ballast on drums approved for this type of ballast on the CRITCD list.
4. The ballast shall not be heavy objects, water, or any material that would become hazardous to motorists, pedestrians, or workers when the drum is struck by a vehicle.
5. When used in regions subscribing to freezing, drums shall have drainage holes in the bottoms so that water will not collect and freeze becoming a hazard when struck by a vehicle.
6. Ballast shall not be placed on top of drums.
7. Asphaltene may be used to secure base of drums to pavement.



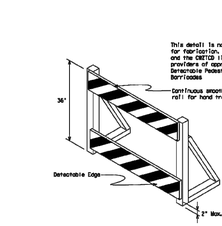




Plywood, Aluminum or Metal sign substrates shall NOT be used on plastic drums

SIGNS, CHEVRONS, AND VERTICAL PANELS MOUNTED ON PLASTIC DRUMS

1. Signs used on plastic drums shall be manufactured using substrates listed on the CRITCD.
2. Chevrons and other work zone signs with an orange background shall be manufactured with Type B_w or Type C_w Orange sheeting meeting the color and retroreflectivity requirements of DMS-8300, "Sign Face Materials", unless otherwise specified in the plans.
3. Vertical Panels shall be manufactured with orange and white sheeting meeting the requirements of DMS-8300 Type A or Type B. Diagonal stripes on Vertical Panels shall slope down toward the intended traveled lane.
4. Other sign messages (text or symbolic) may be used as approved by the Engineer. Sign dimensions shall not exceed 18 inches in width or 24 inches in height, except for the R9 series signs discussed in note 5 below.
5. Signs shall be inverted using a 1/2 inch bolt (nominal) and nut, two washers, and one locking washer for each connection.
6. Mounting bolts and nuts shall be fully engaged and adequately torqued. Bolts should not extend more than 1/2 inch beyond nuts.
7. Chevrons may be placed on drums on the outside of curves, on merging tapers or on shifting tapers. When used in these locations, they may be placed on every drum or spaced not more than on every third drum. A minimum of three (3) should be used at each location as list in the plans.
8. R6-9, R9-10, R9-11 and R9-11a Sidewalk Closed signs which are 24 inches wide may be mounted on plastic drums, with approval of the Engineer.



DETECTABLE PEDESTRIAN BARRICADES

1. When existing pedestrian facilities are disrupted, closed, or relocated for TTC zone, the temporary facilities shall maintain the features present in the existing pedestrian facility. Refer to EC(EXT)-21 for Pedestrian Control requirements for Sidewalk Diversions, Sidewalk Detours and Crosswalk Closures.
2. Where pedestrians with visual disabilities normally use the closed sidewalk, a Detectable Pedestrian Barricade shall be placed at each end of the closed sidewalk to alert pedestrians of the sidewalk closure.
3. Detectable pedestrian barricades similar to one one pictured above, longitudinal channelizing devices, base concrete barriers, and wood or chain link fencing with a continuous detectable edging can substantially delineate a pedestrian path.
4. Tapes, rope, or plastic chain sprung between devices are not detectable, do not comply with the design standards in the "Americans With Disabilities Act Accessibility Guidelines (ADAAG)" and should not be used as a control for pedestrian movements.
5. Barring lights shall not be attached to detectable pedestrian barricades.
6. Detectable pedestrian barricades should use 6" nominal barricade rails as shown on BC(10) provided that the top rail provides a smooth continuous rail suitable for hand trailing with no splinters, burrs, or sharp edges.

Texas Department of Transportation — Traffic Operations Division Standard

BARRICADE AND CONSTRUCTION CHANNELIZING DEVICES

BC(8)-21

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BC(8)

DATED: 2/2021

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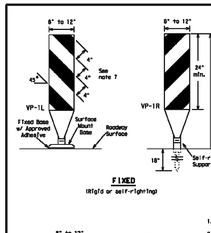
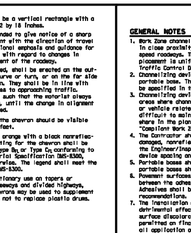
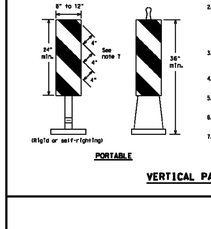


1. The chevron shall be a vertical rectangle with a minimum size of 12 by 18 inches.
2. Chevrons are intended to give notice of a sharp change of alignment with the direction of travel and provide additional emphasis and guidance for vehicle operators with regard to changes in the horizontal alignment of the roadway.
3. Chevrons, when used, shall be erected on the outside of a sharp curve or turn, or on the far side of an intersection. They shall be in line with and at right angles to approaching traffic. Spacing should be such that the motorist always has three to five, until the change in alignment is/lineless its need.
4. To be effective, the chevron should be visible for at least 500 feet.
5. Chevrons shall be orange with a black nonreflective legend. Sheeting for the chevron shall be retroreflective Type $B_w$or Type C_w conforming to Departmental Material Specification DMS-8300, unless noted otherwise. The legend shall meet the requirements of DMS-8300.
6. For long term stationary work zones on roads or freeways and divided highways, transitions and divided highway crossovers may be used to supplement plastic drums but not to replace plastic drums.

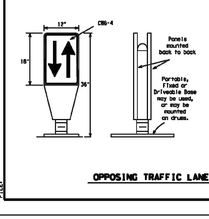


CHEVRONS



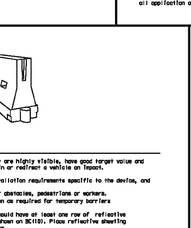
VERTICAL PANELS (VPs)

1. Vertical Panels (VP's) are normally used to channelize traffic in work areas where speeds are 40 mph or less.
2. They may be used on the edge of shoulder drop-offs and other areas such as lane transitions where positive daytime and nighttime delineation is required. The Engineer/Inspector shall refer to the Roadway Design Manual for additional requirements on the use VP's for drop-offs.
3. VP's should be mounted back to back if used at the edge of cuts adjacent to two-way two lane roadways. Sirtape are to be retroactive orange and retroactive white and should always slope downward toward the travel lane.
4. VP's used on expressways and freeways or other high speed roadways, may have more than 270 square inches of retroreflective area facing traffic.
5. Self-righting supports may be used along with portable bases. See "Compliant Work Zone Traffic Control Devices List" (CWZTCD).
6. Sheeting for the VP's shall be retroreflective Type A or Type B conforming to Departmental Material Specification DMS-8300, unless noted otherwise.
7. Where the height of retroactive material on the vertical panel is 36 inches or greater, a panel stripe of 6 inches shall be used.



OPPOSING TRAFFIC LANE DIVIDERS (OTLD)

1. Opposing Traffic Lane Dividers (OTLD) are delineation devices designed to channel a normal one-way roadway section to two-way operation. OTLD's are used on temporary centerlines. The speed and demand areas on the sign's face indicate the direction of traffic on either side of the divider. The base is secured to the pavement with an adhesive or rubber weight to minimize movement caused by a vehicle tapping or wind gust.
2. The OTLD may be used in combination with 42" cones or tms.
3. Spacing between the OTLD shall not exceed 500 feet. 42" cones may be placed between the OTLD's should not exceed 100 foot spacing.
4. The OTLD shall be orange with a black non-reflective legend. Sheeting for the OTLD shall be retroreflective Type $B_w$or Type C_w conforming to Departmental Material Specification DMS-8300, unless noted otherwise. The legend shall meet the requirements of DMS-8300.



LONGITUDINAL CHANNELIZING DEVICES (LCD)

1. LCDs are non-self-supporting, lightweight, deformable devices that are highly visible, have good target value and can be connected together. They are not designed to contain or redirect a vehicle on impact.
2. LCDs may be used instead of a line of cones or drums.
3. LCDs shall be placed in accordance to application and installation requirements specific to the device, and used only when shown on the CRITCD list.
4. LCDs should not be used to provide positive protection for pedestrians, pedestrians or workers.
5. LCDs shall be supplemented with retroreflective delineation as required for temporary barriers on BC(7) when placed roughly parallel to the travel lanes.
6. LCDs used as barricades placed perpendicular to traffic should have at least one row of reflective sheeting meeting the requirements for barricade rails as shown on BC(10). Place reflective sheeting near the top of the LCD along the full length of the device.

WATER BALLASTED SYSTEMS USED AS BARRIERS

1. Water ballasted systems used as barriers shall not be used solely to channelize road users, but also to protect the work space per the appropriate layout for Assessing Safety Hardware design crashworthiness requirements based on roadway speed and barrier application.
2. Water ballasted systems used to channelize vehicular traffic shall be supplemented with retroreflective delineation or channelizing devices to improve daytime and nighttime visibility. They may also be supplemented with pavement markings.
3. Water ballasted systems used as barriers shall be placed in accordance to application and installation requirements specific to the device, and used only when shown on the CRITCD list.
4. Water ballasted systems used as barriers should not be used for a merging taper except in low speed (less than 45 MPH) urban areas. When used on a taper in the work space urban area, the taper shall be delineated and the taper length should be designed to optimize road user operations considering the available geometric conditions.
5. When water ballasted systems used as barriers have blunt ends exposed to traffic, they should be attenuated as per manufacturer recommendations or flared to a point outside the clear zone.

If used to channelize pedestrians, longitudinal channelizing devices or water ballasted systems must have a continuous detectable bottom for users of long canes and the top of the unit shall not be less than 32 inches in height.

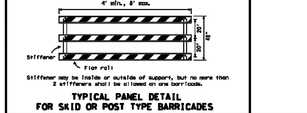
HOL

TYPE 3 BARRICADES

1. Refer to the Compliant Work Zone Traffic Control Devices List (CWZTCD) for details of the Type 3 Barricades and a list of all materials used in the construction of Type 3 Barricades.
2. Type 3 Barricades shall be placed at each end of construction projects closed to all traffic.
3. Barricades extending across a roadway should have stripes that slope downward in the direction toward which traffic must turn in detouring. When both right and left turns are provided, the chevron striping may slope downward in both directions from the center of the barricade. Where no turns are provided at a closed road, striping should slope downward in both directions toward the center of roadway.
4. Striping of rails, for the right side of the roadway, should slope downward to the left. For the left side of the roadway, striping should slope downward to the right.
5. Identification markings may be shown only on the back of the barricade rails. The minimum height of letters and/or company logos shall be 4 inches. Reflectorization shall not be placed parallel to traffic unless adequate clear zone is provided.
6. Warning lights shall NOT be installed on barricades.
7. Where barricades require the use of weights to keep from turning over, the use of sandbags with dry, cohesionless sand is recommended. The sandbags will be tied shut to keep the sand from spilling and to maintain a constant weight. Sand bags shall not be stacked in a manner that covers any portion of a barricade rail's retroreflective sheeting. Rock, concrete, iron, steel or other solid objects will NOT be permitted. Sandbags should weigh a minimum of 35 lbs and a maximum of 50 lbs. Sandbags shall be made of a durable material that resists upon exposure to sunlight, weather and abrasion normally encountered by sandbags. Sandbags shall only be placed along or upon the base supports of the device and shall not be suspended above ground level or hung with rope, wire, chains or other fasteners.
8. Sheeting for barricades shall be retroreflective Type A or Type B conforming to Departmental Material Specification DMS-8300 unless otherwise noted.

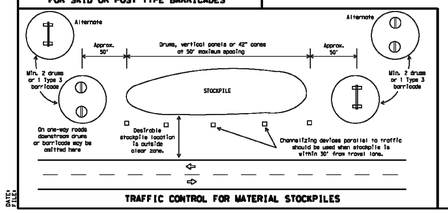
Barricades shall NOT be used as a sign support.

TYPICAL STRIPING DETAIL FOR BARRICADE RAIL



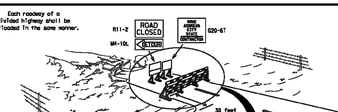
Stiffener may be inside or outside of support, but no more than 2 stiffeners shall be allowed on any barricade.

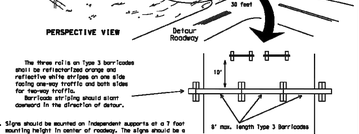
TYPICAL PANEL DETAIL FOR SKID OR POST TYPE BARRICADES



TRAFFIC CONTROL FOR MATERIAL STOCKPILES

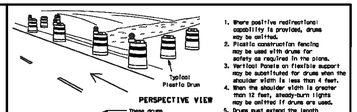
Each roadway of a divided highway shall be barricaded in the same manner.





1. Signs should be mounted on independent supports at a 7 foot mounting height in center of roadway. The signs should be a minimum of 10 feet behind Type 3 Barricades.
2. Advance signing shall be as specified elsewhere in the plans.

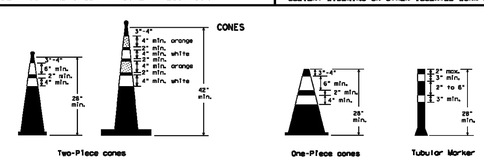
TYPE 3 BARRICADE (POST AND SKID) TYPICAL APPLICATION



1. Where positive redirectional capability is provided, drums may be omitted.
2. Plastic construction fencing may be used with drums for safety as required in the plans.
3. Vertical Panels on flexible support may be substituted for drums when the shoulder width is less than 4 feet.
4. When the shoulder width is greater than 12 feet, sixty-inch signs may be omitted if drums are used.
5. Drums must extend the length of the culvert widening.

LEGEND	
	Plastic drum
SB	Plastic drum with steady burn light or yellow warning reflector
SB	Steady burn warning light or yellow warning reflector

CULVERT WIDENING OR OTHER ISOLATED WORK WITHIN THE PROJECT LIMITS



28" Cones shall have a minimum weight of 9 1/2 lbs.
42" 2-piece cones shall have a minimum weight of 30 lbs. including base.

1. Traffic cones and tubular markers shall be predominantly orange, and meet the height and weight requirements shown above.
2. One-piece cones have the body and base of the cone molded in one consolidated unit. Two-piece cones have a cone shaped body and a separate rubber base, or ballast, that is added to keep the device upright and in place.
3. Two-piece cones may have a handle or loop extending up to 6" above the minimum height shown, in order to aid in retrieving the device.
4. Cones or tubular markers shall have white or white and orange reflective bands as shown above. The reflective bands shall have a smooth, sealed surface, and meet the requirements of Departmental Material Specification DMS-8300, Type A.
5. 28" cones and tubular markers are generally suitable for short duration and short-term stationary work as defined in DC(4). These should not be used for intermediate-term or long-term stationary work unless personnel is on-site to maintain them in their proper upright position.
6. 42" two-piece cones, vertical panels or drums are suitable for all work zone durations.
7. Cones or tubular markers used on each project should be of the same size and shape.

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Texas Department of Transportation | Traffic Safety Division Standard

BARRICADE AND CONSTRUCTION CHANNELIZING DEVICES

BC(10)-21

FILE: bc-21.dgn	DN: TxDOT	CK: TxDOT	DW: TxDOT	CK: TxDOT
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WORK ZONE PAVEMENT MARKINGS

GENERAL

1. The Contractor shall be responsible for maintaining work zone and existing pavement markings. In accordance with the standard specifications and special provisions, an all roadways open to traffic within the CSJ limits unless otherwise stated in the plans.
2. Color, patterns and dimensions shall be in conformance with the Texas Manual on Uniform Traffic Control Devices" (TMUTCD).
3. Additional supplemental pavement marking details may be found in the plans or specifications.
4. Pavement markings shall be installed in accordance with the TMUTCD and as shown on the plans.
5. When short term markings are required on the plans, short term markings shall conform with the TMUTCD, the plans and details as shown on the Standard Plan Sheet RESTRIPE.
6. When standard pavement markings are not in place and the roadway is opened to traffic, DO NOT PASS signs shall be erected to mark the beginning of the sections where passing is prohibited and PASS WITH CARE signs at the beginning of sections where passing is permitted.
7. All work zone pavement markings shall be installed in accordance with Item 662, "Work Zone Pavement Markings."

RAISED PAVEMENT MARKERS

1. Raised pavement markers are to be placed according to the patterns on DC(12).
2. All raised pavement markers used for work zone markings shall meet the requirements of Item 672, "RAISED PAVEMENT MARKERS" and Departmental Material Specification DMS-4200 or DMS-4300.

PREFABRICATED PAVEMENT MARKINGS

1. Removable prefabricated pavement markings shall meet the requirements of DMS-8241.
2. Non-removable prefabricated pavement markings (tall buck) shall meet the requirements of DMS-8240.

MAINTAINING WORK ZONE PAVEMENT MARKINGS

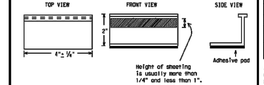
1. The Contractor will be responsible for maintaining work zone pavement markings within the work limits.
2. Work zone pavement markings shall be inspected in accordance with the frequency and reporting requirements of work zone traffic control device inspections as required by Form 2599.
3. The markings should provide a visible reference for a minimum distance of 300 feet during normal daylight hours and 150 feet when illuminated by automobile low-beam headlights at night, unless sight distance is restricted by roadway geometrics.
4. Markings failing to meet this criteria within the first 30 days after placement shall be replaced at the expense of the Contractor as per Specification Item 662.

REMOVAL OF PAVEMENT MARKINGS

1. Pavement markings that are no longer applicable, could create confusion or direct a motorist toward or into the closed portion of the roadway shall be removed or obliterated before the roadway is opened to traffic.
2. The above shall not apply to detours in place for less than three days, where flagging and/or sufficient channelizing devices are used in lieu of markings to outline the detour route.
3. Pavement markings shall be removed to the fullest extent possible, so as not to leave a discernable marking. This shall be by any method approved by TxDOT Specification Item 677 for "Eliminating Existing Pavement Markings and Markers".
4. The removal of pavement markings may require resurfacing or seal coating to obtain the desired results as described in Item 677.
5. Subject to the approval of the Engineer, any method that proves to be successful on a particular type pavement may be used.
6. Blast cleaning may be used but will not be required unless specifically shown in the plans.
7. Over-painting of the markings SHALL NOT BE permitted.
8. Removal of raised pavement markers shall be as directed by the Engineer.
9. Removal of existing pavement markings and markers will be paid for directly in accordance with Item 677, "ELIMINATING EXISTING PAVEMENT MARKINGS AND MARKERS," unless otherwise stated in the plans.

10. Black-out marking tape may be used to cover conflicting existing markings for periods less than two weeks when approved by the Engineer.

Temporary Flexible-Reflective Roadway Marker Tabs



STAPLES OR NAILS SHALL NOT BE USED TO SECURE TEMPORARY FLEXIBLE-REFLECTIVE ROADWAY MARKER TABS TO THE PAVEMENT SURFACE

1. Temporary flexible-reflective roadway marker tabs used as guidemarks shall meet the requirements of DMS-8242.
2. Tabs denoted on this sheet are to be inspected and accepted by the Engineer or designated representative. Sampling and testing is not normally required, however at the option of the Engineer, either "A" or "B" below may be imposed to assure quality before placement on the roadway.
   - A. Select five (5) or more tabs at random from each lot or shipment and submit to the Construction Division, Materials and Pavement Section to determine specification compliance.
   - B. Select five (5) tabs and perform the following test. Affix five (5) tabs at 24 inch intervals on an asphaltic pavement in a straight line. Using a medium size passenger vehicle or pickup, run over the markers with the front and rear tires at a speed of 35 to 40 miles per hour, four (4) times in each direction. No more than one (1) out of the five (5) reflective surfaces shall be lost or displaced as a result of this test.
3. Small design variances may be noted between tab manufacturers.
4. See Standard Sheet RESTRIPE for tab placement on new pavements. See Standard Sheet TCP(1-1)-13 for tab placement on seal coat work.

RAISED PAVEMENT MARKERS USED AS GUIDEMARKS

1. Raised pavement markers used as guidemarks shall be from the approved product list, and meet the requirements of DMS-4200.
2. All temporary construction raised pavement markers provided on a project shall be of the same manufacturer.
3. Adhesive for guidemarks shall be bituminous material hot applied or butyl rubber pad for all surfaces, or thermoplastic for concrete surfaces.

Guidemarks shall be designated as:
YELLOW - two amber reflective surfaces with yellow body.
WHITE - one silver reflective surface with white body.

DEPARTMENTAL MATERIAL SPECIFICATIONS

PAVEMENT MARKERS (REFLECTORIZED)	DMS-4200
TRAFFIC BUTTONS	DMS-4300
EPOXY AND ADHESIVES	DMS-6100
BITUMINOUS ADHESIVE FOR PAVEMENT MARKERS	DMS-6130
PERMANENT PREFABRICATED PAVEMENT MARKERS	DMS-8240
TEMPORARY REMOVABLE, PREFABRICATED PAVEMENT MARKINGS	DMS-8241
TEMPORARY FLEXIBLE, REFLECTIVE ROADWAY MARKER TABS	DMS-8242

A list of prequalified reflective raised pavement markers, non-reflective traffic buttons, marker tabs and other pavement markings can be found at the Material Producer List web address shown on DC(11).

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Texas Department of Transportation | Traffic Safety Division Standard

BARRICADE AND CONSTRUCTION PAVEMENT MARKINGS

BC(11)-21

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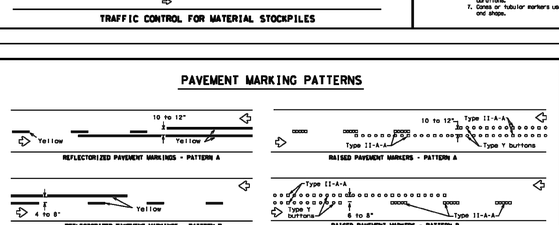
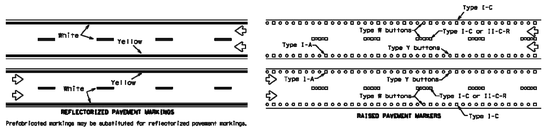
PAVEMENT MARKING PATTERNS



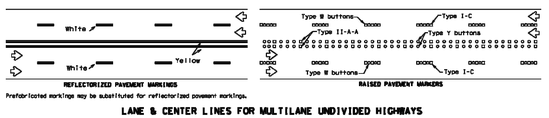
Pattern A is the TxDOT Standard, however Pattern B may be used if approved by the Engineer.
Prefabricated markings may be substituted for refractorized pavement markings.

CENTER LINE & NO-PASSING ZONE BARRIER LINES FOR TWO-LANE, TWO-WAY HIGHWAYS



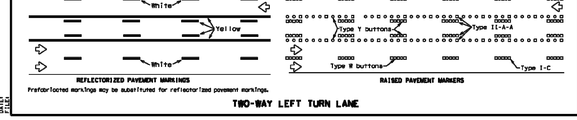
Prefabricated markings may be substituted for refractorized pavement markings.

EDGE & LANE LINES FOR DIVIDED HIGHWAY



Prefabricated markings may be substituted for refractorized pavement markings.

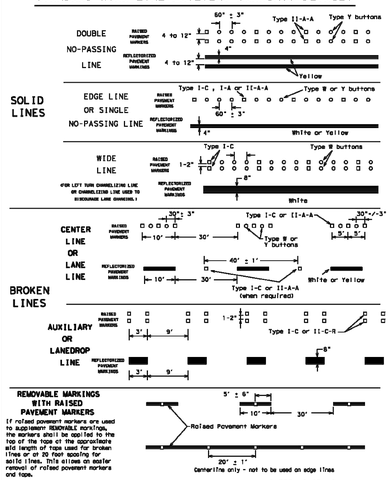
LANE & CENTER LINES FOR MULTILANE UNDIVIDED HIGHWAYS



Prefabricated markings may be substituted for refractorized pavement markings.

TWO-WAY LEFT TURN LANE

STANDARD WORK ZONE PAVEMENT MARKINGS DETAILS



If raised pavement markers are used to supplement REMOVABLE markings, the markers shall be applied to the top of the trace of the appropriate line, at 10 foot spacing for broken lines or at 20 foot spacing for solid lines. This allows an easier removal of raised pavement markers and tape.

Raised pavement markers used as standard pavement markings shall be from the approved products list and meet the requirements of Item 672 "RAISED PAVEMENT MARKERS."

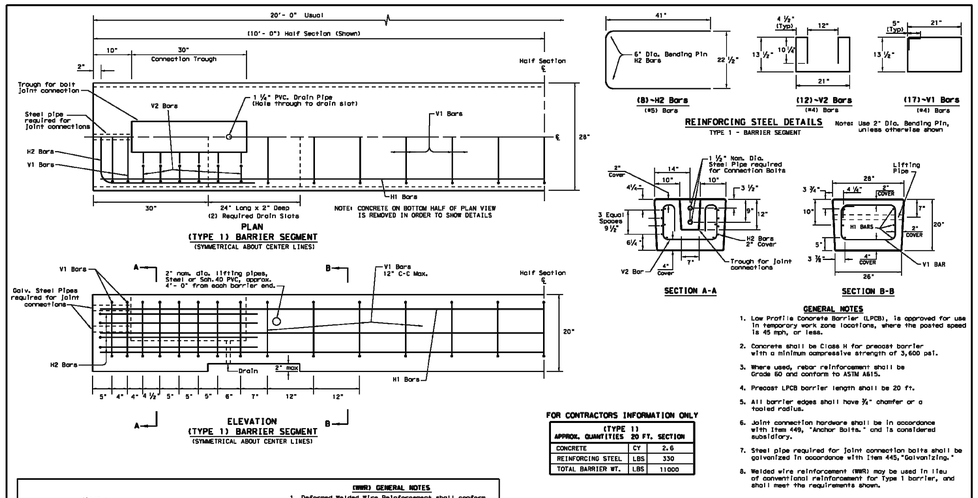
SHEET 12 OF 12

Texas Department of Transportation | Traffic Safety Division Standard

BARRICADE AND CONSTRUCTION PAVEMENT MARKING PATTERNS

BC(12)-21

FILE: bc-21.dgn	DN: TxDOT	CK: TxDOT	DW: TxDOT	CK: TxDOT
©TxDOT February 1998	CONT	SECT	JOB	HIGHWAY
REVISIONS 1-97 8-07 5-21 2-98 7-13 11-98 8-14	DIST	COUNTY		SHEET NO.



SHEET 1 OF 2

Texas Department of Transportation | Design Division Standard

LOW PROFILE CONCRETE BARRIER PRECAST BARRIER (TYPE 1)

LPCB-13

FILE: lpcb13.dgn	DN: TxDOT	CK: AM	DW: VP	CK:
©TxDOT December 2010	CONT	SECT	JOB	HIGHWAY
REVISIONS	DIST	COUNTY		SHEET NO.

REV#	DATE	DESCRIPTION	BY

WADE TRIM

Wade Trim, Inc.
301 Commerce Street, Suite 2210
Fort Worth, TX 76102
Phone: 817-348-0000 wadetrim.com
Texas Registered Engineering Firm F-8794

CITY OF SHERMAN
US 82 WASTEWATER LINE
REPLACEMENT PHASE I (1551-U)

CONSTRUCTION DETAILS 6 OF 7

ISSUED FOR: DATE: BY:

JOB NO. SMN5004.01X

SHEET 12

STATE OF TEXAS
KENNETH W. TILLMAN
71422
LICENSED
PROFESSIONAL ENGINEER

8/19/2025

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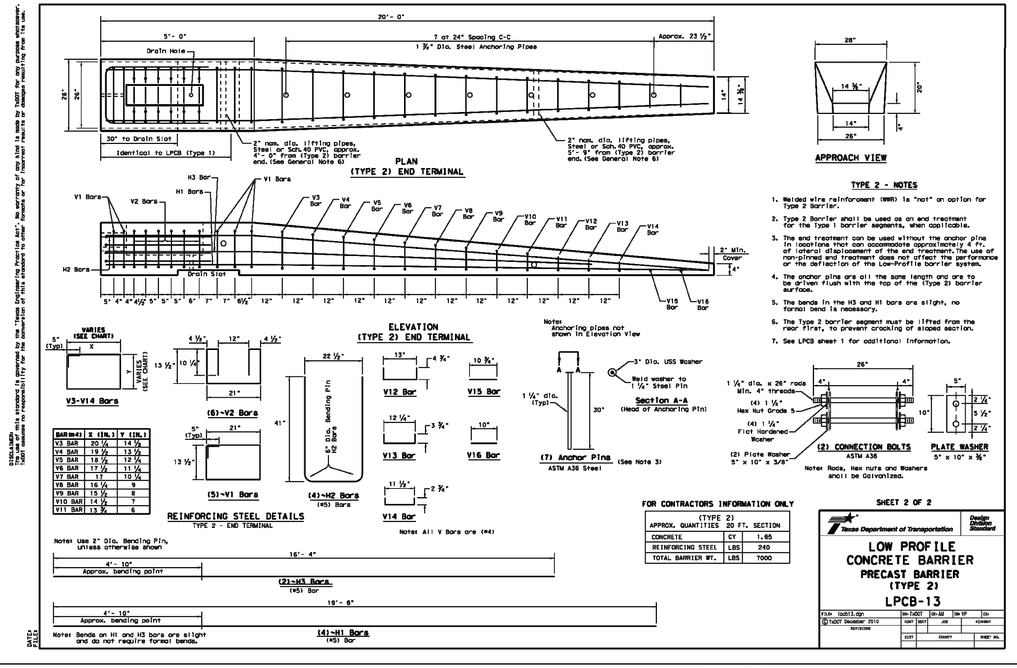
DATED 7-1-21

PROJECT MANAGER: C:\WORKINGFILES_TRIM_DOE\JZMANO\D1670707\SHT-CO1-SITEDETAILS.DWG PLOTTED 8/19/2025 9:49 AM BY DE GUZMAN, DAN NATHANAEL



FOR CONTRACTORS INFORMATION ONLY

(TYPE 2) APPROX. QUANTITIES	20 FT. SECTION	
CONCRETE	CY	1.65
REINFORCING STEEL	LBS	240
TOTAL BARRIER WT.	LBS	7000

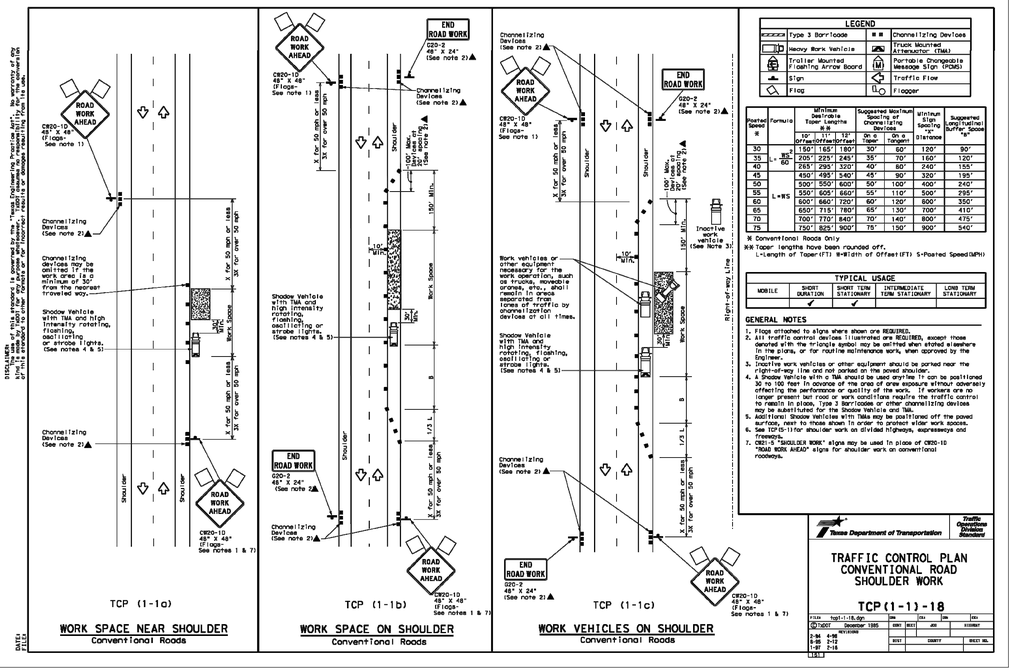
SHEET 2 OF 2

Texas Department of Transportation — Design Division Standard

LOW PROFILE CONCRETE BARRIER PRECAST BARRIER (TYPE 2)

LPCB-13

FILE: lpcb13.dgn	DN: TxDOT	CK: AM	DW: TP	CK:
© TxDOT December 2010	CONT	SECT	JOB	HIGHWAY
REVISIONS	DIST	COUNTY		SHEET NO.



LEGEND			
	Type 3 Barricade		Channelizing Devices
	Heavy Work Vehicle		Truck Mounted Attenuator (TMA)
	Trailer Mounted Flashing Arrow Board	(M)	Portable Changeable Message Sign (PCMS)
	Sign		Traffic Flow
	Flag		Flagger

Posted Speed	Formula	Minimum Desirable Taper Lengths ** 10' Offset	11' Offset	12' Offset	Suggested Maximum Spacing of Channelizing Devices On a Taper	On a Tangent	Minimum Sign Spacing "X" Distance	Suggested Longitudinal Buffer Space "B"
30	L= WS²/60	150'	165'	180'	30'	60'	120'	90'
35		205'	225'	245'	35'	70'	160'	120'
40		265'	295'	320'	40'	80'	240'	155'
45		450'	495'	540'	45'	90'	320'	195'
50		500'	550'	600'	50'	100'	400'	240'
55	L=WS	550'	605'	660'	55'	110'	500'	295'
60		600'	660'	720'	60'	120'	600'	350'
65		650'	715'	780'	65'	130'	700'	410'
70		700'	770'	840'	70'	140'	800'	475'
75		750'	825'	900'	75'	150'	900'	540'

* Conventional Roads Only
** Taper lengths have been rounded off.
L=Length of Taper (FT) W=Width of Offset (FT) S=Posted Speed (MPH)

TYPICAL USAGE				
MOBILE	SHORT DURATION	SHORT TERM STATIONARY	INTERMEDIATE TERM STATIONARY	LONG TERM STATIONARY
	✓	✓		

GENERAL NOTES
1. Flags attached to signs where shown are REQUIRED.
2. All traffic control devices illustrated are REQUIRED, except those denoted with the triangle symbol may be omitted when stated elsewhere in the plans, or for routine maintenance work, when approved by the Engineer.
3. Inactive work vehicles or other equipment should be parked near the right-of-way line and not parked on the paved shoulder.
4. A Shadow Vehicle with a TMA should be used anytime it can be positioned 30 to 100 feet in advance of the area of work exposure without adversely affecting the performance or quality of the work. If workers are no longer present (at road or work conditions require the traffic control to remain in place, Type 3 Barricades or other channelizing devices may be substituted for the Shadow Vehicle and TMA.
5. Additional Shadow Vehicles with TMAs may be positioned off the paved surface, next to those shown in order to protect wider work spaces.
6. See TCP(5-1)-12 for shoulder work on divided highways, expressways and freeways.
7. CB20-1 "SHOULDER WORK" signs may be used in place of CB20-1D "ROAD WORK AHEAD" signs for shoulder work on conventional roadways.

Texas Department of Transportation — Traffic Operations Division Standard

TRAFFIC CONTROL PLAN CONVENTIONAL ROAD SHOULDER WORK

TCP(1-1)-18

FILE: tcp1-1-18.dgn	DN:	CK:	DW:	CK:
© TxDOT December 1985	CONT	SECT	JOB	HIGHWAY
REVISIONS	DIST	COUNTY		SHEET NO.
9-98 8-14				
5-03 2-12				
7-07 7-18				

BORING NOTES:
1. CASING SIZES FOR WORK IN ROAD RIGHT OF WAY SHALL BE AS SHOWN ON THE PLANS.
2. WHEN BORING, ALL VOIDS OUTSIDE OF THE CASING PIPE SHALL BE FILLED BY PRESSURE GROUTING WITH 1:30 CEMENT-SAND MORTAR.
3. BORING SHALL EXTEND A MIN OF 5 FEET OUTSIDE EDGES OF ANY HMA OR CONCRETE SURFACE. EXCAVATIONS FOR BORING SHALL BE SHORED TO PROTECT THE EXISTING ROADWAY OR UTILITIES, DEPENDING ON DEPTH OF THE BORING, THE DISTANCE SHALL BE ADJUSTED TO PROTECT THE EXISTING INFRASTRUCTURE.
4. CASING SPACERS SPACING SHALL BE AS RECOMMENDED BY PIPE MANUFACTURER, SPACING SHALL NOT EXCEED 10 FEET OR TWO PER PIPE JOINT.
5. THE ENDS OF THE CASING SHALL BE SUITABLY PROTECTED AGAINST THE ENTRANCE OF FOREIGN MATERIAL WITH A NEOPRENE END SEAL, (CCI PIPELINE SYSTEMS, OR APPROVED EQUAL).
6. THE CASING SPACERS SHALL BE MANUFACTURED BY CCI PIPELINE SYSTEMS, RACI SPACERS NORTH AMERICA, OR APPROVED EQUAL.

BORE AND JACK DETAILS

NTS

CONCRETE MANHOLE PAD

NTS

NO.	DESCRIPTION	DATE	BY

WADE TRIM
Wade Trim, Inc.
301 Commerce Street, Suite 2210
Fort Worth, TX 76102
P: 682.703.1100 | wadetrim.com
Texas Registered Engineering Firm F-8794

CITY OF SHERMAN
US 82 WASTEWATER LINE
REPLACEMENT PHASE I (1551-U)

CONSTRUCTION DETAILS 7 OF 7

ISSUED FOR: DATE: BY:

JOB NO. SMN5004.01X

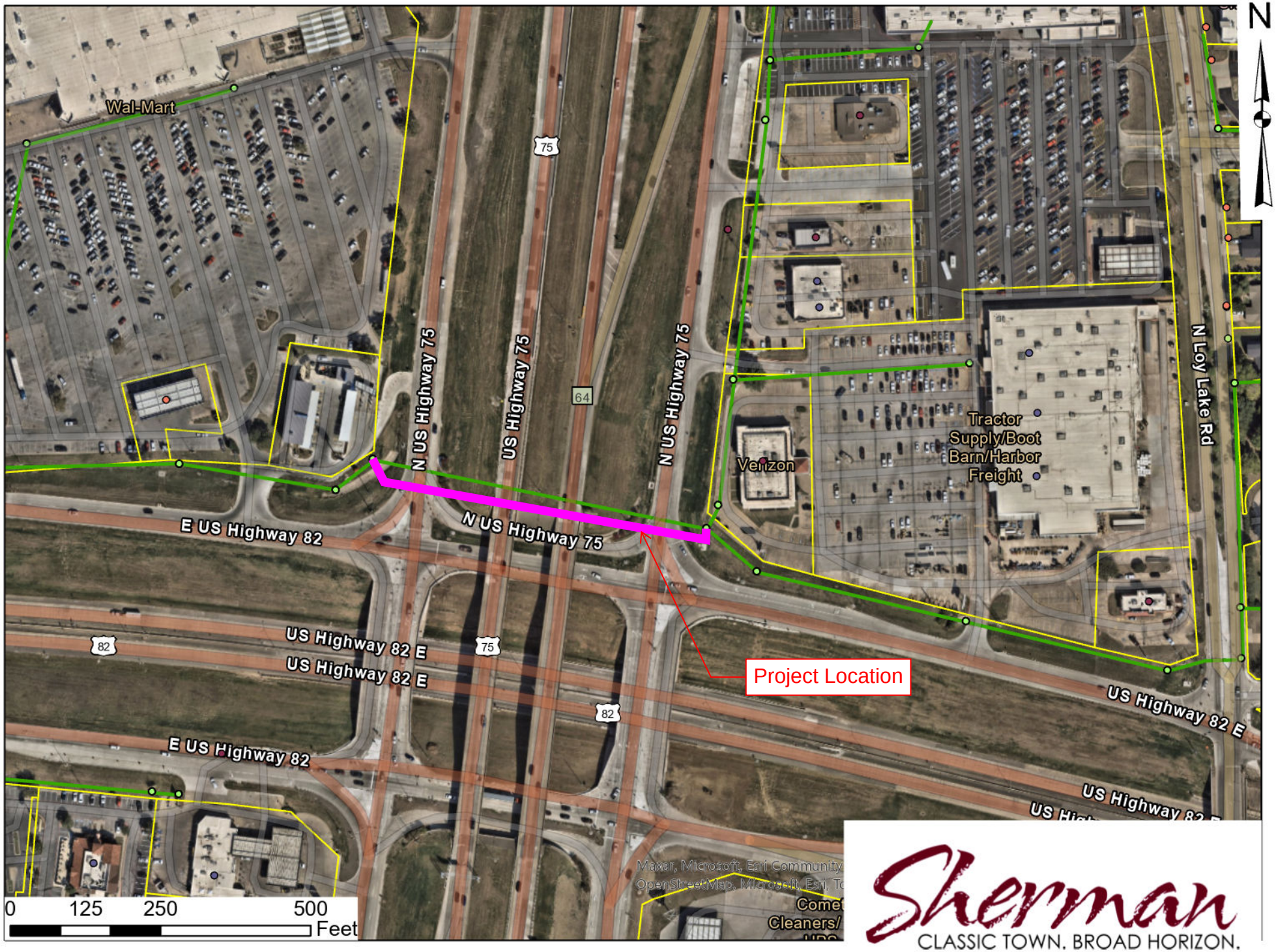
SHEET 13

STATE OF TEXAS
KENNETH W. TILLMAN
71422
LICENSED
PROFESSIONAL ENGINEER

8/19/2025

© Wade Trim, Inc.

PROJECT MANAGER:
DESIGNER:
CHECKED:
FIRM: DGE/GUZMANO/3167570?SHT-COT-SITEDETAILS.DWG PLOTTED 8/18/2025 9:48 AM BY DE GUZMAN, DAN NATHANIEL


N
Wal-Mart
75
N US Highway 75
US Highway 75
64
N US Highway 75
N Loy Lake Rd
Tractor Supply/Boot Barn/Harbor Freight
Verizon
E US Highway 82
N US Highway 75
US Highway 82 E
82
75
US Highway 82 E
Project Location
US Highway 82 E
82
E US Highway 82
US Highway 82 E
Maxar, Microsoft, Esri Community
OpenStreetMap, Microsoft, Esri, To
Comet Cleaners/
0 125 250 500
Feet
Sherman
CLASSIC TOWN. BROAD HORIZON.

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting Agenda Item No. J.1.

Meeting Date: 10/6/2025

Prepared By: Teri Fine, Assistant to the City Manager

Approved By: Zachary Flores, Acting City Manager

Caption:
Other Business
Receive Semi-Annual Report on the Sherman Cultural District

Issue:
to receive the Sherman Cultural District semi-annual report from Cary Wacker

Background:
The update will provide the City Council with an overview of the Cultural District's activities and accomplishments during April 2025 to current, as well as upcoming events they have planned.

Capital Improvement Program:
N/A

Origination:
City Council

Financial Consideration:
This presentation is for informational purposes only and has no impact on the City's revenues or expenses.

Staff Recommendation:
No action is required of the City Council

Alternatives:
None.

Attachments:
1. Sept 2025 SCD Report to City Council
2. Bird location map2

Sherman CULTURAL DISTRICT

An Official Texas Cultural District

October 2025 Report

Painting the big birdhouse

ACTIVITY SUMMARY (Apr-Sept 2025)

- **Grant of $9,585 awarded by Texas Commission on the Arts for Sherman Bird Sculptures!**
- **Date set for Sherman Bird Festival: May 16, 2025. Planning is in progress.**
- **Partnership is place with Friends of Hagerman NWR**
- **Call for sculpture artists rolled out at Sherman Arts Fest**
- **4 new board members seated in September**
- **6 Advisory Board monthly meetings**

Sherman Birds: We Have a Sculpture Project!

Get ready for Spring 2026! Sherman Cultural District will be implementing another public art project (our fifth grant-funded project) in Downtown Sherman as we commission a series of six sculptures celebrating the beautiful birds that come through our city.

The Call for Artists is open from September 20 through November 14, when proposals are due. Once the sculpture designs are selected, our Cultural District board will work with the artists to fabricate and install the pieces throughout downtown. Then, we will unveil the new art at our first-ever Sherman Bird Festival on May 16.

We are pleased that the festival will be presented in partnership with Friends of Hagerman National Wildlife Refuge. A host of activities there—bird tours, photography classes, and lectures—will complement the events in downtown, which so far include a bird-themed art show, children's activities, the biannual Sherman Art Dash, a birdhouse design competition, and expert naturalists from Hagerman highlighting the significance of each bird represented in sculpture. We also aim to boost downtown businesses throughout the weekend.

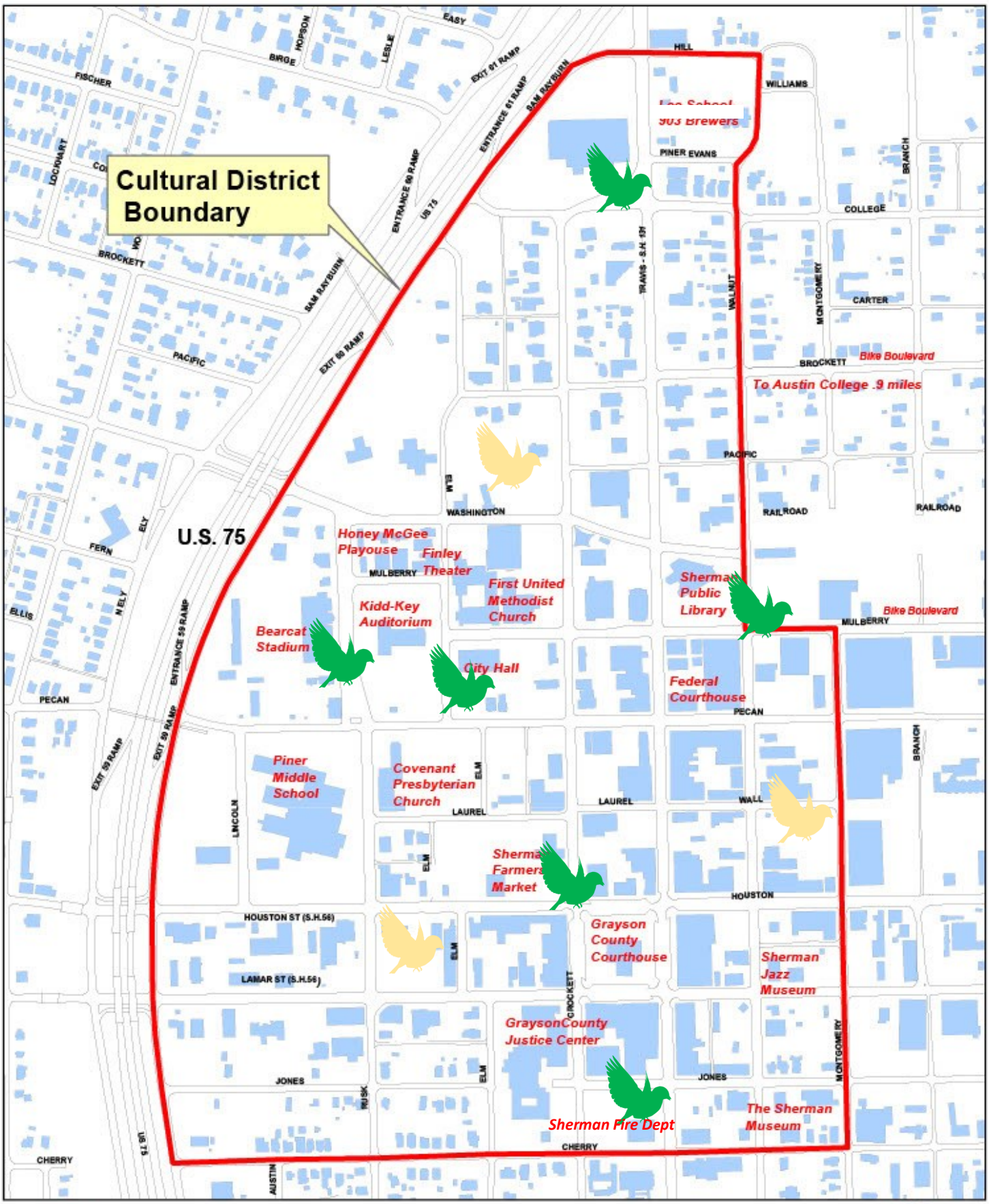
The Refuge is Sherman's closest connection to Lake Texoma, and we hope to attract some of the approximately 230,000 visitors who come annually come for wildlife observation, photography, hiking, fishing, hunting, and programs. But it all starts with the art—and we had a fun kick-off at Arts Fest 2025 with painting a giant birdhouse and introducing this new opportunity for artist participation. We can't wait to see what lands on May 16!

The Lopez Family at Arts Fest

2024-2025 Cultural District Advisory Council:

MeLissa Eason, Chair | Aaron Bucy | Alexis Taylor-Baker | Bonnie Koenig | Brianna Burnett | Cesar Saenz| Chele Wells | Courtney Mitchell | Darrah Dunn | Juanita Johnson | Juanita Lopez
Ex-officio:
Daron Holland | Sarah McRae-Smith, Treasurer | Leah Roberts | Cary Wacker, Coordinator

Texas Commission on the Arts



Sherman
ENGINEERING DEPT.
220 W. MULBERRY
SHERMAN, TX 75090

Cultural District Boundary
Landmark Buildings

1 inch = 500 feet

Preferred

Alternate

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting Agenda Item No. J.2.

Meeting Date: 10/6/2025

Prepared By: Teri Fine, Assistant to the City Manager

Approved By: Zachary Flores, Acting City Manager

Caption:

Other Business

Receive Presentation from Police Sergeant Brandon Hughes on the Police Department's Annual Halloween Event, "Fright Fest"

Issue:

The Police Department's 24th annual Halloween "Fright Fest" on Wednesday, October 29, 2024 from 6:00p.m. to 8:30p.m.

Background:

Fright Fest is a safe and controlled trick-or-treating event hosted by the Sherman Police Department. The event has been held annually since 2001 and draws up to 3000 people each year. The event consists of many vendors (local businesses, churches, and organizations) setting up booths to hand out candy to trick-or-treaters. Vendors are welcome to advertise their organization in any way they choose, but vendors are prohibited from selling any items. Vendors ar encouraged to be as creative and elaborate as they wish regarding their booth.

Capital Improvement Program:

Origination:

Sherman Police Department

Financial Consideration:

There is no financial impact to be considered.

Staff Recommendation:

The Council need to take no action on this agenda item - informational only.

Alternatives:

Attachments:

None

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting Agenda Item No. J.3.

Meeting Date: 10/6/2025

Prepared By: Teri Fine, Assistant to the City Manager

Approved By: Teri Fine, Assistant to the City Manager

Caption:

OTHER BUSINESS

Consider Approval of the Annexation Scheduling Plan for the Proposed Annexation of Approximately 212.1 acres of land located Near the Corner of FM 697 and SH 11 and in the City of Sherman's Extraterritorial Jurisdiction; and Directing the Department of Engineering Services to Develop a Service Plan for the Area to be Annexed Upon Approval of the Annexation Scheduling Plan

Issue:

To consider approval of the schedule for annexation of approximately 212.1 acres of land located near the corner of FM 697 and SH 11 adjacent to the Sherman City Limits, and in the City's extraterritorial jurisdiction (ETJ), in accordance with state law and the City Charter

Background:

The property owner, Austin College, has requested annexation into the city limits of approximately 212.1 acres of land located near the corner of FM 697 had SH 11 and in the City of Sherman's Extraterritorial Jurisdiction. City staff recommends the public hearing on the request to annex be held at the October 20, 2025 meeting and that action on the Annexation Ordinance be taken at the same meeting. Additionally, Council will consider approval of the developer's application for Planned Development approval at that same meeting.

Capital Improvement Program:

Origination:

Letter from J. Pernell Jones, Vice President for Business Affairs at Austin College

Financial Consideration:

A cost benefit analysis will be prepared prior to final action on this item.

Staff Recommendation:

City Staff recommends that the public hearing on the intent to annex be held at the October 20, 2025 regular meeting and that action on the Annexation Ordinance be taken at the same meeting.

Alternatives:

None Proposed

Attachments:

1. Annexation Schedule - Austin College
2. Annexation Request
3. Vesting Deed_Post Oak Village
4. Property Survey_Post Oak Village

ANNEXATION SCHEDULING PLAN

Annexation of approximately 212.1 acres of land adjacent to the city limits, located near the corner of FM 697 and SH 11.

Monday, October 6, 2025	City Council sets public hearing date and accepts annexation application.
Wednesday, October 8, 2025	Send written notice via certified mail, RRR, to property owner(s) in area to be annexed, public or private entities that provide services in the area and any railroads that have ROW in the area to be annexed. Send written notice via certified mail, RRR, to each public school district in the area to be annexed. Such notices must contain the details described in Section 43.0561 of the Local Government Code. Provide draft of proposed annexation service plan agreement in accordance with Section 43.0672 of the Local Government Code. If subject area is appraised for ad valorem tax purposes as land for agricultural or wildlife management use, offer and document offer in writing (see Section 212.172(b-1) of the Local Government Code) to make a development/annexation agreement as required by Section 43.016 of the Local Government Code
Thursday, October 9, 2025	Publish notice of public hearing in the City's official newspaper. Obtain required affidavit of publication from newspaper. Post notice of public hearing on City's website and keep posting up until the date of the hearing.
Tuesday, October 14, 2025	Post notice of public hearing as required by Open Meetings Act.
Monday, October 20, 2025	Hold public hearing. (Regular Council Meeting)
Monday, October 20, 2025	Adopt ordinance, but **only if** property owner(s) have signed annexation service plan agreement in accordance with Section 43.0672 of the Local Government Code. (Regular Council Meeting)

AUSTIN COLLEGE | Business Affairs

July 1, 2024

Ms. Amber Doan
Engineering Coordinator
City of Sherman
220 W. Mulberry Street
Sherman, Texas 75090

Dear Ms. Doan:

Austin College owns 212.1 acres near the corner of FM 697 and SH 11 in Sherman, Texas ("Property"). See attached survey defining the Property. The Property is subject to a Purchase Agreement.

Austin College is requesting that the Property be annexed into the City of Sherman. We are requesting this property be annexed with condition that the City provides municipal services necessary for future development pursuant to the aforementioned Purchase Agreement. The services that we are requesting include, but are not limited to, water and wastewater service for the entirety of the 212.1-acre property. Austin College plans to follow through with annexation under the condition that the proposed Planned Development zoning is also approved by the City.

Sincerely,

AUSTIN COLLEGE

J. Pernell Jones
Vice President for Business Affairs

07/01/2024
Date

900 N. Grand Avenue, Suite 6F | Sherman, Texas 75090-4400
903-813-2235 | Fax: 903-813-2378 | austincollege.edu

City of Sherman Development Services
220 W. Mulberry
P.O. Box 1106
Sherman, Texas 75090
Phone: 903-892-7229
Email: Planning@CityofSherman.com

Master Application Form

Application Type (and fee)

- ☐ Zoning Change ($500)
- ☐ Variance/Special Exception ($250)
- ☐ Temporary Use Permit ($150)
- ☐ Special Use Permit ($500)
- ☐ Site Plan ($150.00 for 5 acres or less, $30 per acre over 5 acres with a max of $2,500.00
- ☒ Planned Development ($10,000 + $20/acre)
- ☐ Zoning Verification Letter ($50)
- ☐ Preliminary Plat ($350 + $5.00 per lot or $5.00 per acre, whichever is greater)
- ☐ Final Plat ($350 + $5.00 per lot or $5.00 per acre, whichever is greater)
- ☐ Replat ($350 + $5.00 per lot or $5.00 per acre, whichever is greater)

General Information

Proposed Project Name Post Oak Village Total Acres 212.1

Project Address FM 697 and SH 11

Legal Description Property IDs: 125499, 125467

For Plats only: Proposed Lots _____ ☐ Residential ☐ Commercial

Property Owner Information

Name Austin College (Pernell Jones) Phone 903-813-2235

Address 900 N Grand Ave, Suite 6F Email pjones@austincollege.edu

City Sherman State TX Zip Code 75090

Owner's Signature J. Pernell Jones

☒ I authorize the following person to submit this application and serve as my representative for this request.

Applicant Information (If different than Property Owner)

Name Robert E. Tesch Phone 469-795-6615

Address 2001 Auburn Hills Pkwy Email bob@btitexas.com

City McKinney State TX Zip Code 75071

Applicant's Signature Robert E. Tesch

- The Property Owner listed on the deed must sign the application for a complete application
- All items on the **Development Application Checklist** for the application type are required for a complete application
- The application must be submitted per the posted **Application Submittal Dates to planning@cityofsherman.com**
- Any required property notification sign(s) will be paid for and displayed by applicant once an amount is determined

ALTA/NSPS Survey

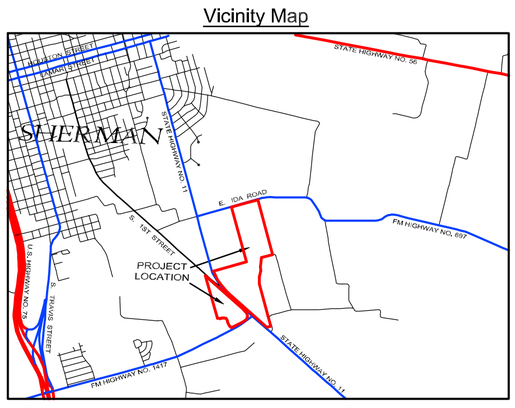
Copley Land Surveying
3904 Texoma Parkway, Sherman, Texas 75076
TX 903-415-0643
john@copleylandsurveying.com
TX Firm No. 10194429, OK C.A. No. 8279

Project Name: Austin College		
Project Address: TBD, S. Dewey Ave & Hwy 11 Sherman, Texas 75020	**Prepared For:** BTI CAPITAL, LLC	
	Drawn by: JNC	**Checked by:** JCC
Last Site Visit: 5-8-2024		**Sheet:** 1 of 3
Date of Survey: 5-8-2024	**Scale:** 1" = 200'	**CLS Job# 22030149A2**

Legend

S	SEWER MANHOLE	LP	LIGHT POLE
G	GAS MARKER	PP	POWER POLE
E	ELECTRICAL TRANSFORMER	WV	WATER VALVE
E	ELECTRIC VAULT		GUY WIRE
TV	CATV PEDESTAL	STOP	STOP SIGN
C	UNDERGROUND CABLE MARK		FOUND ROD
T	TELEPHONE PEDESTAL		1/2" STEEL ROD SET (RPLS 6720)
FH	FIRE HYDRANT		CONCRETE MONUMENT
B	FIBER OPTIC CABLE		TRAFFIC LIGHTS
	ASPHALT		BOUNDARY LINE
			PROPERTY LINE
		OHE	OVERHEAD ELECTRIC
	GRAVEL	G	UNDERGROUND GAS LINE
			STOCKADE FENCE
	CONCRETE		CHAINLINK FENCE
		x	BARBWIRE FENCE

Vicinity Map



200 0 100 200 400 800

SCALE ~ 1" = 200'

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Copley Land Surveying, Inc.
All rights reserved.

Line Table

LINE	BEARING	DISTANCE
L1	N 44°42'55" W	322.09'
L2	N 13°26'20" W	140.13'
L3	N 21°42'41" E	160.91'
L4	N 52°10'37" E	203.96'
L5	N 47°35'04" W	103.06'
L6	N 27°00'47" W	169.10'
L7	N 18°40'47" W	137.30'
L8	N 29°55'47" W	97.17'
L9	N 77°24'28" W	76.16'
L10	N 82°29'18" W	66.44'
L11	S 85°35'00" W	58.42'
L12	S 69°09'22" W	77.07'
L13	N 85°40'08" W	85.94'
L14	N 88°41'56" W	68.11'

Curve Table

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C1	2814.79'	843.32'	840.17'	S 39°39'25" E

Legal Description Tract 1

Situated in the County of Grayson, State of Texas, being a part of the John Kitchen Survey, Abstract No. 673 and a part of the Robert Thompson Survey, Abstract No. 1200, and being all of the 78.430 acre Tract No. 1, and the Remainder of the 91.717 acre Tract No. 2 conveyed to Austin College by deed of record in Volume 2067, Page 611, Real Property Records, Grayson County, Texas and being more particularly described by metes and bounds as follows:

Beginning at a railroad spike found at the intersection of the south line of F.M. Highway No. 697 called (Ida Road) and the center line of Merriman Parkway maintaining the northeast corner of said 78.430 acre Tract No. 1 and the northwest corner of a 1.48 acre tract of land conveyed to Hugh D. Maxwell and Rosemary D. Maxwell by deed of record in Volume 2839, Page 505, Official Public Records, Grayson County, Texas;

Thence **South 15°06'10" East**, along the Centerline of said Merriman Parkway and the east line of said 78.430 acre Tract No. 1, passing railroad spikes found at distances of 409.98 feet, 610.07 feet and 810.12 feet, and passing a mag nail found at a distance of 1,420.23 feet, continuing for a total distance of **2,638.00 feet** to a 1/2" steel rod found in the north line of Tract (A) conveyed to Ponder Holdings, LLC – 503 Merriman Farm Rental Series by deed of record in Document No. 2020-4534 of said Real Property Records, and being in the south line of said Robert Thompson Survey, said rod maintaining the southeast corner of said 78.430 acre Tract No. 1;

Thence **South 74°19'25" West**, along the south line of said 78.430 acre Tract No. 1 and the north line of said Tract (A), a distance of **531.41 feet** to a 1/2" steel rod set with an aluminum cap marked COPLEY RPLS 6720 for the northeast corner of said 91.717 acre Tract No. 2 and the northwest corner of said Tract (A);

Thence southerly along the east line of said 91.717 acre Tract No. 2 and the west line of said Tract (A) the following calls and distances:
South 06°42'40" West, a distance of **435.15 feet** to a 1/2" steel rod set with an aluminum cap marked COPLEY RPLS 6720;
South 00°42'53" East, a distance of **189.75 feet** to a 1/2" steel rod set with an aluminum cap marked COPLEY RPLS 6720;
South 11°13'46" West, a distance of **287.15 feet** to a 1/2" steel rod set with an aluminum cap marked COPLEY RPLS 6720;
South 01°17'24" West, a distance of **322.54 feet** to a 1/2" steel rod set with an aluminum cap marked COPLEY RPLS 6720;
South 15°19'02" East, passing the southwest corner of said Tract (A), and the northwest corner of Tract (B) conveyed of Tract (A) conveyed to Ponder Holdings, LLC – 503 Merriman Farm Rental Series by deed of record in Document No. 2020-4534 of said Real Property Records, continuing along the west line of said Tract (B), for total distance of **1,548.03 feet** to a 1/2" steel rod found in the north line of Ladd Road maintaining the southwest corner of said Tract (B), an angle point in the east line of said 91.717 acre Tract No. 2 and the northwest corner of a 12.034 acre tract of land conveyed to Brown-Lewisville Railroad Family First Limited Partnership by deed of record in Document No. 2019-29325 of said Real Property Records;

Thence **South 15°20'03" East**, continuing along the east line of said 91.717 acre Tract No. 2, the west line of said Ladd Road and the west line of said 12.034 acre tract, a distance of **493.56 feet** to a 1/2" steel rod found in a north right-of-way line of State Highway No. 11 maintaining the southeast corner of the herein described tract and an angle point in the west line of said 12.034 acre tract;

Thence **South 74°58'09" West**, along the north right-of-way line of said State Highway No. 11, a distance of **193.99 feet** to a 1/2" steel rod set with an aluminum cap marked COPLEY RPLS 6720 for the southwest corner of the herein described tract and an angle point in the east right-of-way line of said State Highway No. 11;

Thence along the east right-of-way line of said State Highway No. 11 and the west line of said 91.717 acre Tract No. 2 the following calls and distances:
North 48°14'26" West, a distance of **2,381.62 feet** to a concrete monument found;
with a curve to the right having a **radius of 2,814.79 feet** (chord bears North 39°39'31" West, a distance of 840.34 feet) an **arc length of 843.50 feet** to a wood monument found;
North 22°52'26" West, passing a 1/2" steel rod found at a distance of 396.50 feet, continuing for at total distance of **417.89 feet** to a 1/2" steel rod set with an aluminum cap marked COPLEY RPLS 6720 for the northwest corner of said 91.717 acre Tract No. 2 and the southwest corner of a 11.7685 acre Second Tract conveyed to the City of Sherman by deed of record in Volume 1342, Page 152, Deed Records, Grayson County, Texas said point being Station 464+28.3 – 78.8' in the north line of said John Kitchen Survey;

Thence **North 74°19'25" East**, along the north line of said 91.717 acre Tract No. 2 and the south of said 11.7685 acre Second Tract, passing the southeast corner of said 11.7685 acre Second Tract and the southwest corner of a tract of land called First Tract conveyed to the City of Sherman by deed of record in Volume 1342, Page 152 of said Deed Records, for a total distance of **1,578.94 feet** to a 1/2" steel rod set with an aluminum cap marked COPLEY RPLS 6720 for the southwest corner of said 78.430 acre Tract No. 1 and the southeast corner of said First Tract to the City of Sherman;

Thence **North 15°15'52" West**, along a barbwire fence row, the west line of said 78.430 acre Tract No. 1 and the east line of said First Tract to the City of Sherman, a distance of **2,642.82 feet** to a concrete monument found in the south right-of-way line of said F.M. Highway No. 697 maintaining said south right-of-way line of said F.M. Highway No. 697, the northwest corner of said 78.430 acre Tract No. 1 and the northeast corner of said First Tract to the City of Sherman;

Thence along the south right-of-way line of said F.M. Highway No. 697 and the north line of said 78.430 acre Tract No. 1 the following two calls and distances:
North 74°21'10" East, a distance of **796.49 feet** to a 1/2" steel rod set with an aluminum cap marked COPLEY RPLS 6720;
North 74°51'10" East, a distance of **484.64 feet** to the **Point-of-Beginning** and containing **169.152 acres** of land.

Legal Description Tract 2

Situated in the County of Grayson, State of Texas, being a part of the John Kitchen Survey, Abstract No. 673 and being all of the 42.829 acre Tract No. 3 conveyed to Austin College by deed of record in Volume 2067, Page 611, Real Property Records, Grayson County, Texas and being more particularly described by metes and bounds as follows:

Beginning at a 1/2" steel rod set with an aluminum cap marked COPLEY RPLS 6720 in the west line of E. 1st Street for the most northerly corner of said 42.829 acre Tract No. 3 and an angle point in the east line of a 57.14 acre tract of land conveyed to Ming-Hong Huang by deed of record in Volume 3368, Page 703, Official Public Records, Grayson County, Texas;

Thence **South 48°14'26" East**, along the west line of said E. 1st Street, the east line of said 42.829 acre Tract No. 3, with the west right-of-way line of State Highway No. 11, a distance of **2,282.53 feet** to a 1/2" steel rod set with an aluminum cap marked COPLEY RPLS 6720 for an angle point in the east line of said 42.829 acre Tract No. 3 and point of intersection of the west right-of-way line of said State Highway No. 11 and the north right-of-way line of F.M. Highway No. 1417;

Thence along the north right-of-way line of said F.M. Highway No. 1417 and the south line of said 42.829 acre Tract No. 3 the following calls and distances:
South 44°42'55" East, a distance of **322.09 feet** to a 1/2" steel rod set with an aluminum cap marked COPLEY RPLS 6720;
South 13°26'20" East, a distance of **140.13 feet** to a 1/2" steel rod set with an aluminum cap marked COPLEY RPLS 6720;
South 21°42'41" West, a distance of **160.91 feet** to a 1/2" steel rod set with an aluminum cap marked COPLEY RPLS 6720;
South 52°10'37" West, a distance of **203.96 feet** to a 1/2" steel rod set with an aluminum cap marked COPLEY RPLS 6720;
South 63°29'13" West, a distance of **601.60 feet** to a 1/2" steel rod set with an aluminum cap marked COPLEY RPLS 6720 for the southwest corner of said 42.829 acre Tract No. 3 and the southeast corner of a 97.5 acre tract of land conveyed to James Edward Forster, Jr. by deed of record in Volume 3118, Page 479 of said Official Public Records;

Thence northerly along the west line of said 42.829 acre Tract No. 3 the following calls and distances:
North 47°35'04" West, a distance of **103.00 feet** to a 1/2" steel rod set with an aluminum cap marked COPLEY RPLS 6720;
North 27°00'47" West, a distance of **169.10 feet** to a 1/2" steel rod set with an aluminum cap marked COPLEY RPLS 6720;
North 18°40'47" West, a distance of **137.30 feet** to a 1/2" steel rod set with an aluminum cap marked COPLEY RPLS 6720;
North 29°55'47" West, passing a 1/2" steel rod set with an aluminum cap marked COPLEY RPLS 6720 at a distance of 67.17 feet, continuing for a total distance of **97.17 feet** to a point in the centerline of a creek;

Thence along the centerline of said creek, the west line of said 42.829 acre Tract No. 3 and the east line of said 97.5 acre tract the following calls and distances:
North 77°24'28" West, a distance of **76.16 feet** to a point;
North 82°29'18" West, a distance of **66.44 feet** to a point;
South 85°35'00" West, a distance of **58.42 feet** to a point;
South 69°09'22" West, a distance of **77.07 feet** to a point;
North 85°40'06" West, a distance of **65.94 feet** to a point;
North 88°41'56" West, a distance of **66.11 feet** to a point being the southeast corner of said 57.14 acre tract, the most westerly southwest corner of said 42.829 acre Tract No. 3 and an angle point in the east line of said 97.5 acre tract;

Thence **North 15°33'32" West**, along the east line of said 57.14 acre tract and the west line of said 42.829 acre Tract No. 3, passing a 1/2" steel rod set with an aluminum cap marked COPLEY RPLS 6720 at a distance of 30.00 feet, continuing for a total distance of **2,070.09 feet** to the **Point-of-Beginning** and containing **42.897 acres** of land.

The property described herein is the same property described in Fidelity National Title Insurance Company Commitment No. GF No. 2412899-SMDF with an effective date of April 7, 2024 and issued date of April 15, 2024 and all easements, covenants and restrictions referenced in said title commitment or apparent from a physical inspection of the site or otherwise known to me have been plotted hereon or otherwise noted as to their effect on the subject property.

Schedule "B" Items

e. Easement or Right-of-Way from R.A. Chapman to Texas Power & Light Company, of record in Volume 249, Page 80 of the Deed Records of Grayson County, Texas.
AFFECTS THE SUBJECT TRACT

f. Easement and Right-of-Way from R.A. Chapman, Jr. to Texas Power & Light Company, of record in Volume 515, Page 264 of the Deed Records of Grayson County, Texas.
AFFECTS THE SUBJECT TRACT

g. Easement from Mary M. Gutsch and Milton R. Gutsch to the State of Texas, of record in Volume 869, Page 479 of the Deed Records of Grayson County, Texas.
AFFECTS SUBJECT TRACT AS SHOWN

h. Easement and Right-of-Way from Mary Mayfield Gutsch and the Milton R. Gutsch and Mary Mayfield Gutsch Foundation, Inc. to Texas Power & Light Company, of record in Volume 1101, Page 13 of the Deed Records of Grayson County, Texas.
AFFECTS SUBJECT TRACT

i. Easement from The Milton R. Gutsch and Mary Mayfield Gutsch Foundation, Inc. to the State of Texas, of record in Volume 1127, Page 615 of the Deed Records of Grayson County, Texas.
AFFECTS SUBJECT TRACT AS SHOWN

j. Easement from The Milton R. Gutsch and Mary Mayfield Gutsch Foundation, Inc. to the City of Sherman, of record in Volume 1522, Page 469 of the Deed Records of Grayson County, Texas.
AFFECTS SUBJECT TRACT AS SHOWN

k. Easement from The Milton R. Gutsch and Mary Mayfield Gutsch Foundation, Inc. to the City of Sherman, of record in Volume 1649, Page 17 of the Deed Records of Grayson County, Texas.
AFFECTS SUBJECT TRACT AS SHOWN

l. Easement and Right-of-Way Agreement from Austin College to Gulf Crossing Pipeline Company, LLC, of record in Volume 5311, Page 468 of the Official Public Records of Grayson County, Texas.
AFFECTS SUBJECT TRACT AS SHOWN

m. Easement and Right-of-Way Agreement from Austin College to Gulf Crossing Pipeline Company, LLC, of record in Volume 5311, Page 476 of the Official Public Records of Grayson County, Texas.
AFFECTS SUBJECT TRACT AS SHOWN

o. Easement from Austin College to Enterprise Texas Pipeline, LLC, of record in Volume 4503, Page 369 of the Official Public Records of Grayson County, Texas.
AFFECTS SUBJECT TRACT AS SHOWN

p. Any and all rights associated with that easement granted to Texas Power and Light, for electric power line purposes, together with all terms and conditions as set forth in Volume 937, Page 628, Deed Records, Grayson County, Texas
AFFECTS SUBJECT TRACT AS SHOWN

Zoning Notes

Property is located in areas designated as:
"Not zoned" (Area Not yet zoned) by the City of Sherman Zoning Department or County of Grayson

Flood Zone Notes

By graphic plotting only, portions of this property lie within Zone "X, A, & AE" (areas not within the 100 yr. flood zone - no base point elevation) as defined by FEMA Flood Insurance Rate Map, No. 48181C0405 F, which bears an effective date of September 29, 2010.

General Notes

1. The property has an area of 7,368,264 sq. ft. or 169.152 acre of land in Tract 1 and an area of 1,868,603 sq. ft. or 42.897 acre of land in Tract 2.
2. Basis of bearings is Grid North, NAD 83, Texas State Plane Coordinate System, North Central Zone.
3. There was no visible evidence of the use of the subject property as a solid waste dump, sump or sanitary landfill at the time of survey.
4. There are no visible signs of cemeteries.
5. All visible above ground indications of utilities are depicted hereon.
7. There was no visible evidence of striping at time of survey.
8. There was no visible evidence of parking spaces on surface parking areas, lots and in parking structures.

Surveyor Certification

The Undersigned, being a registered surveyor of the State of Texas certifies to:

BTI Capital, LLC

that:

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items 1, 2, 3, 4, 7, 8, 9, 11(a), 13, 16, and 18 of Table A thereof.
The field work was completed on May 8th, 2024.

Date of Plat or Map: May 8th, 2024

John C. Copley
State of Texas
Registered Professional
Land Surveyor # 6720

STATE OF TEXAS
REGISTERED
JOHN C. COPLEY
6720
PROFESSIONAL
LAND SURVEYOR

ALTA/NSPS Survey

Copley Land Surveying
3904 Texoma Parkway, Sherman, Texas 75076
TX 903-415-0643
john@copleylandsurveying.com
TX Firm No. 10194429, OK C.A. No. 8279

Project Name: Austin College		
Project Address: TBD, S. Dewey Ave & Hwy 11 Sherman, Texas 75020	Prepared For: BTI CAPITAL, LLC	
	Drawn by: JMC	Checked by: JCC
Last Site Visit: 5-8-2024		Sheet: 2 of 3
Date of Survey: 5-8-2024	Scale: 1" = 200'	CLS Job# 22030149A2

ALTA/NSPS Survey

Copley Land Surveying
3904 Texoma Parkway, Sherman, Texas 75076
TX 903-415-0643
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Date of Survey: 5-8-2024	Scale: 1" = 200' / CLS Job# 22030149A2

Legend

- SEWER MANHOLE
- GAS MARKER
- ELECTRICAL TRANSFORMER
- ELECTRIC VAULT
- CATV PEDESTAL
- UNDERGROUND CABLE MARK
- TELEPHONE PEDESTAL
- FIRE HYDRANT
- FIBER OPTIC CABLE
- LIGHT POLE
- POWER POLE
- WATER VALVE
- GUY WIRE
- STOP SIGN
- FOUND ROD
- 1/2" STEEL ROD SET (RPLS 6720)
- CONCRETE MONUMENT
- TRAFFIC LIGHTS
- ASPHALT
- GRAVEL
- CONCRETE
- BOUNDARY LINE
- PROPERTY LINE
- OVERHEAD ELECTRIC
- UNDERGROUND GAS LINE
- STOCKADE FENCE
- CHAINLINK FENCE
- BARBWIRE FENCE

~ BASIS OF BEARINGS ~
GRID NORTH, NAD 83
TEXAS STATE PLANE COORDINATE SYSTEM
NORTH CENTRAL ZONE (4202)

SCALE ~ 1" = 200'

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CITY OF SHERMAN
TOPOGRAPH OVERLAY
2' CONTOURS (LIMITED)

Line Table

LINE	BEARING	DISTANCE
L1	N 44°42'55" W	322.09'
L2	N 13°26'20" W	140.13'
L3	N 21°42'51" E	160.91'
L4	N 52°10'37" E	203.66'
L5	N 47°35'04" W	103.00'
L6	N 27°00'47" W	169.10'
L7	N 16°40'47" W	137.30'
L8	N 29°55'47" W	97.17'
L9	N 77°24'28" W	76.15'
L10	N 82°29'18" W	66.44'
L11	S 85°35'00" W	58.42'
L12	S 69°09'22" W	70.07'
L13	N 85°40'06" W	65.94'
L14	N 88°41'56" W	66.11'

Curve Table

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C1	2814.79'	843.32'	840.17'	S 39°39'25" E

GILLES[illegible]SPIE

015487

WARRANTY DEED

VOL 2067 PAGE 611

THE STATE OF TEXAS §

§ KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF GRAYSON §

That THE MILTON R. GUTSCH AND MARY MAYFIELD GUTSCH FOUNDATION, INC., a Texas nonprofit corporation, herein called Grantor, acting by and through its undersigned duly authorized officers, for the purpose of distributing its assets in voluntary dissolution thereby making a gift to the Grantee herein, hereby grants, sells and conveys, to AUSTIN COLLEGE, a Texas nonprofit corporation, herein called Grantee, the following described land located in Grayson County, Texas:

TRACT NO. 1

Situated in the County of Grayson, State of Texas, being a part of the Robert Thompson Survey, Abstract No. 1200, being all of a 78.480 acre tract of land described as First Tract in deed from Milton R. Gutsch, et ux to The Milton R. Gutsch and Mary Mayfield Gutsch Foundation, Inc., dated February 7, 1963, recorded in Volume 972, Page 559, Deed Records, Grayson County, Texas, and being more particularly described as follows to-wit:

BEGINNING at the Northwest corner of said 78.480 acre tract, the Northeast corner of an 84 acre tract of land described as First Tract in deed from Anderson, Clayton & Co. to the City of Sherman, Texas, dated November 30, 1973, recorded in Volume 1362, Page 152 of said Deed Records, in the center of F. M. Highway No. 697, on the North line of said Thompson Survey;

THENCE North 75 deg. 23 min. 26 sec. East, with the North line of said Thompson Survey, a distance of 1281.25 feet to the Northwest corner of a 26.35 acre tract of land described as Second Tract in deed from the Merchants and Planters National Bank of Sherman, Texas to Joe Merriman, et ux, dated August 14, 1962, recorded in Volume 961, Page 221 of said Deed Records;

THENCE South 14 deg. 03 min. 59 sec. East, with the West line of said 26.35 acre tract, at a distance of 34.2 ft. passing a railroad spike at the intersection of the South right-of-way line of said F. M. Highway No. 697 with the center of a public road, and continuing with the center of said road, leaving said road at a turn to the East, and continuing for a total distance of 2675.53 feet to a ½ inch steel rod on the South line of said Thompson Survey, the North line of the John Kitchen Survey, Abstract No. 673, said rod maintaining the Southwest corner of said 26.35 acre tract;

THENCE South 75 deg. 29 min. 12 sec. West, with the South line of said Thompson Survey, the North line of said Kitchen Survey, a distance of 1273.68 feet to a ½ inch steel rod maintaining the Southeast corner of the above mentioned 84 acre tract;

THENCE North 14 deg. 13 min. 41 sec. West, with a fence, the East line of said 84 acre tract, at a distance of 2643.33 ft. passing a ½ inch steel rod at the intersection of the East line of said 84 acre tract with the South right-of-way line of said F. M. Highway No. 697, and continuing for a total distance of 2673.33 feet to the place of beginning and containing 78.480 acres of land more or less, of which 0.906 acres lies within the limits of said F. M. Highway No. 697, as surveyed on the ground by Jerry P. Montgomery, Registered Public Surveyor, August 3, 1984.

TRACT NO. 2

Situated in the County of Grayson, State of Texas, being a part of the John Kitchen Survey, Abstract No. 673, being a part of a 165.057 acre tract of land described in Second Tract in deed from Milton R. Gutsch, et ux to The Milton R. Gutsch and Mary Mayfield Gutsch Foundation, Inc., dated February 7, 1963, recorded in Volume 972, Page 559, Deed Records, Grayson County, Texas, and being more particularly described as follows to-wit:

BEGINNING at a ½ inch steel rod at the intersection of the North line of said 165.057 acre tract, the North line of said Kitchen Survey, the South line of the Robert Thompson Survey, Abstract No. 1200 with the East right-of-way line of State Highway No. 11;

THENCE North 75 deg. 29 min. 12 sec. East, with the North line of said 165.057 acre tract, the North line of said Kitchen Survey, the South line of said Thompson Survey, a distance of 2321.10 feet to a 2 inch steel fence corner post maintaining the Northeast corner of said 165.057 acre tract;

THENCE in a Southwesterly direction with the center of a branch, an East line of said 165.057 acre tract, the following calls and distances:
South 07 deg. 46 min. 01 sec. West, a distance of 434.15 feet;
South 00 deg. 20 min. 28 sec. West, a distance of 189.75 feet;
South 12 deg. 17 min. 07 sec. West, a distance of 287.15 feet;
South 02 deg. 20 min. 45 sec. West, at a distance of 137.0 ft. leaving said branch, and continuing for a total distance of 322.54 feet to a 2½ inch steel fence corner post;

THENCE South 14 deg. 15 min. 05 sec. East, continuing with the East line of said 165.057 acre tract, along the general course of a fence, at a distance of 2034 ft. passing a fence corner post, and continuing for a total distance of 2041.15 feet to a ½ inch steel rod on a jog in the East right-of-way line of said State Highway No. 11, said rod maintaining the most Easterly Southeast corner of said 165.057 acre tract;

THENCE South 76 deg. 01 min. 35 sec. West, with said jog in the East right-of-way line of said State Highway No. 11, a South line of said 165.057 acre tract, a distance of 193.47 feet to a ½ inch steel rod;

THENCE in a Northwesterly direction continuing with the East right-of-way line of said State Highway No. 11, the following calls and distances:
North 47 deg. 11 min. 00 sec. West, a distance of 2381.80 feet;
With a curve to the right, having a radius of 2814.79 ft., (chord bears North 38 deg. 36 min. 19 sec. West, 839.68 ft.), a distance of 842.83 feet to the end of said curve;
North 21 deg. 49 min. 19 sec. West, a distance of 421.33 feet to the place of beginning and containing 91.717 acres of land more or less, as surveyed on the ground by Jerry P. Montgomery, Registered Public Surveyor, on August 1, 1984.

TRACT NO. 3

Situated in the County of Grayson, State of Texas, being a part of the John Kitchen Survey, Abstract No. 673, being a part of a 165.057 acre tract of land described in Second Tract in deed from Milton R. Gutsch, et ux to The Milton R. Gutsch and Mary Mayfield Gutsch Foundation, Inc., dated February 7, 1963, recorded in Volume 972, Page 559, Deed Records, Grayson County, Texas, and being more particularly described as follows to-wit:

BEGINNING at a ½ inch steel rod at the intersection of a West line of said 165.057 acre tract with the West line of First Street, (formerly St. Louis & Southwestern Railroad Company right-of-way);

THENCE South 47 deg. 11 min. 00 sec. East, with the West line of said First Street, at a distance of 1349.1 ft. leaving the West line of said First Street, and continuing with the West right-of-way line of State Highway No. 11 for a total distance of 2281.35 feet to the intersection of the West right-of-way line of said State Highway No. 11 with the North right-of-way line of F. M. Highway No. 1417;

THENCE in a Southwesterly direction with the North right-of-way line of said F. M. Highway No. 1417, the following calls and distances:

South 43 deg. 37 min. 14 sec. East, a distance of 321.99 feet;
South 12 deg. 21 min. 32 sec. East, a distance of 140.13 feet;
South 22 deg. 47 min. 28 sec. West, a distance of 160.91 feet;
South 53 deg. 15 min. 24 sec. West, a distance of 203.96 feet;
South 64 deg. 34 min. 00 sec. West, a distance of 601.60 feet

to the intersection of the North right-of-way line of said F. M. Highway No. 1417 with the center of the original location of Post Oak Creek, (portion of Post Oak Creek relocated by State of Texas Highway Department), a West line of said 165.057 acre tract;

THENCE in a Northwesterly direction with the center of the original location of said Post Oak Creek the West line of said 165.057 acre tract, the following calls and distances:

North 46 deg. 30 min. 17 sec. West, a distance of 103.00 feet;
North 25 deg. 56 min. 00 sec. West, a distance of 169.10 feet;
North 17 deg. 36 min. 00 sec. West, a distance of 137.30 feet

to a point in the center of the existing channel of said Post Oak Creek;

THENCE in a Northwesterly direction with the center of the existing channel of said Post Oak Creek, the following calls and distances:

North 28 deg. 51 min. 00 sec. West, a distance of 85.20 feet;
North 64 deg. 16 min. 59 sec. West, a distance of 71.82 feet;
North 87 deg. 03 min. 03 sec. West, a distance of 95.75 feet;
South 86 deg. 44 min. 14 sec. West, a distance of 249.12 feet

to the most Westerly Southwest corner of said 165.057 acre tract;

THENCE North 14 deg. 28 min. 45 sec. West, with a West line of said 165.057 acre tract, a distance of 2064.41 feet to the place of beginning and containing 42.829 acres of land more or less, as surveyed on the ground by Jerry P. Montgomery, Registered Public Surveyor, August 2, 1984

TRACT NO. 4

Situated in the County of Grayson, State of Texas, being a part of the John Kitchen Survey, Abstract No. 673, being a part of a 165.057 acre tract of land described in Second Tract in deed from Milton R. Gutsch, et ux to The Milton R. Gutsch and Mary Mayfield Gutsch Foundation, Inc., dated February 7, 1963, recorded in Volume 972, Page 559, Deed Records, Grayson County, Texas, and being more particularly described as follows to-wit:

BEGINNING at the intersection of the center of Post Oak Creek, a West line of said 165.057 acre tract with the South right-of-way line of F. M. Highway No. 1417;

THENCE in an Easterly direction with the South right-of-way line of said F. M. Highway No. 1417, the following calls and distances:

North 64 deg. 34 min. 00 sec. East, a distance of 243.30 feet;
North 76 deg. 20 min. 06 sec. East, a distance of 490.31 feet;
South 76 deg. 23 min. 30 sec. East, a distance of 276.56 feet;
South 48 deg. 44 min. 34 sec. East, a distance of 230.73 feet

to a ½ inch steel rod at the intersection of the South right-of-way line of said F. M. Highway No. 1417 with a South line of said 165.057 acre tract, said rod being North 48 deg. 44 min. 34 sec. West, a distance of 139.4 ft. from the intersection of the South right-of-way line of said F. M. Highway No. 1417 with the West right-of-way line of State Highway No. 11;

THENCE South 76 deg. 00 min. 35 sec. West, with the South line of said 165.057 acre tract, at a distance of 177.8 ft. passing a 30 inch Pecan tree, and continuing for a total distance of 201.47 feet to a ½ inch steel rod maintaining an ell corner of said 165.057 acre tract;

THENCE South 13 deg. 48 min. 25 sec. East, a distance of 701.95 feet to a ½ inch steel rod maintaining the most Southerly Southeast corner of said 165.057 acre tract;

THENCE South 80 deg. 53 min. 35 sec. West, passing a ½ inch steel rod on the East bank of said Post Oak Creek, and continuing for a total distance of 228.94 feet to the most Southerly Southwest corner of said 165.057 acre tract in the center of said Post Oak Creek;

THENCE in a Northwesterly direction with the center of said Post Oak Creek, a West line of said 165.057 acre tract, the following calls and distances:

North 36 deg. 19 min. 33 sec. West, a distance of 103.70 feet;
North 38 deg. 59 min. 01 sec. East, a distance of 189.38 feet;
North 28 deg. 12 min. 56 sec. West, a distance of 181.20 feet;
South 44 deg. 07 min. 47 sec. West, a distance of 267.83 feet;
North 71 deg. 24 min. 09 sec. West, a distance of 79.39 feet;
North 28 deg. 22 min. 04 sec. West, a distance of 472.36 feet;
North 62 deg. 24 min. 42 sec. West, a distance of 255.63 feet;
North 87 deg. 36 min. 52 sec. West, a distance of 143.80 feet

feet to the place of beginning and containing 11.265 acres of land more or less, as surveyed on the ground by Jerry P. Montgomery, Registered Public Surveyor, on August 2, 1984.

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TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereunto belonging or in anywise appertaining, unto said Grantee, its successors and assigns, forever; and Grantor hereby binds itself and its successors to forever warrant and defend the same unto Grantee, its successors and assigns against all persons lawfully claiming or to claim the same or any part thereof, by through or under it and not otherwise.

EXECUTED THIS 9th day of November, 1989.

THE MILTON R. GUTSCH AND MARY MAYFIELD GUTSCH FOUNDATION, INC.

By: Mildred H. Keith
MILDRED H. KEITH, President

ATTEST:
Brenda Drain
BRENDA DRAIN, Secretary

THE STATE OF TEXAS §
COUNTY OF GRAYSON §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared MILDRED H. KEITH, President of The Milton R. Gutsch and Mary Mayfield Gutsch Foundation, Inc., known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said The Milton R. Gutsch and Mary Mayfield Gutsch Foundation, Inc., a nonprofit corporation, that she executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 9th day of November, 1989.

Kari L Berg
Notary Public in and for the State of Texas
KARI L. BERG
MY COMMISSION EXPIRES
APRIL 24, 1993

MAILING ADDRESS OF GRANTEE:

Austin College
900 North Grand Ave.
Sherman, TX 75090

11:42

WARRANTY DEED

Filed for record and recorded November 16, 1989 at 11:42 a.M.
Pat Norman, County Clerk
By Gail Tolleson Deputy

ALTA/NSPS Survey

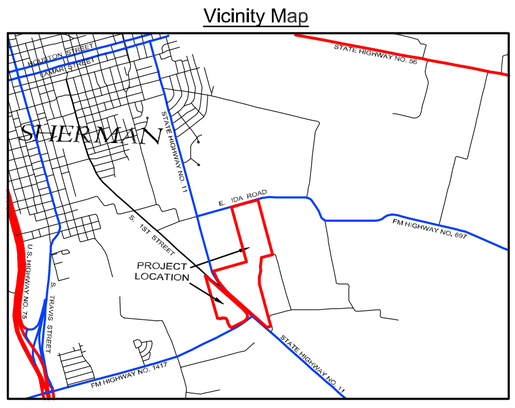
Copley Land Surveying
3904 Texoma Parkway, Sherman, Texas 75076
TX 903-415-0643
john@copleylandsurveying.com
TX Firm No. 10194429, OK C.A. No. 8279

Project Name: Austin College		
Project Address: TBD, S. Dewey Ave & Hwy 11 Sherman, Texas 75020	**Prepared For:** BTI CAPITAL, LLC	
	Drawn by: JNC	**Checked by:** JCC
Last Site Visit: 5-8-2024		**Sheet:** 1 of 3
Date of Survey: 5-8-2024	**Scale:** 1" = 200'	**CLS Job# 22030149A2**

Legend

S	SEWER MANHOLE	LP	LIGHT POLE
G	GAS MARKER	PP	POWER POLE
E	ELECTRICAL TRANSFORMER	WV	WATER VALVE
E	ELECTRIC VAULT		GUY WIRE
TV	CATV PEDESTAL	STOP	STOP SIGN
C	UNDERGROUND CABLE MARK		FOUND ROD
T	TELEPHONE PEDESTAL		1/2" STEEL ROD SET (RPLS 6720)
FH	FIRE HYDRANT		CONCRETE MONUMENT
B	FIBER OPTIC CABLE		TRAFFIC LIGHTS
	ASPHALT		BOUNDARY LINE
			PROPERTY LINE
		OHE	OVERHEAD ELECTRIC
	GRAVEL	G	UNDERGROUND GAS LINE
			STOCKADE FENCE
	CONCRETE		CHAINLINK FENCE
		x	BARBWIRE FENCE

Vicinity Map



200 0 100 200 400 800

SCALE ~ 1" = 200'

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Copley Land Surveying, Inc.
All rights reserved.

Line Table

LINE	BEARING	DISTANCE
L1	N 44°42'55" W	322.09'
L2	N 13°26'20" W	140.13'
L3	N 21°42'41" E	160.91'
L4	N 52°10'37" E	203.96'
L5	N 47°35'04" W	103.06'
L6	N 27°00'47" W	169.10'
L7	N 18°40'47" W	137.30'
L8	N 29°55'47" W	97.17'
L9	N 77°24'28" W	76.16'
L10	N 82°29'18" W	66.44'
L11	S 85°35'00" W	58.42'
L12	S 69°09'22" W	77.07'
L13	N 85°40'08" W	85.94'
L14	N 88°41'56" W	68.11'

Curve Table

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C1	2814.79'	843.32'	840.17'	S 39°39'25" E

Legal Description Tract 1

Situated in the County of Grayson, State of Texas, being a part of the John Kitchen Survey, Abstract No. 673 and a part of the Robert Thompson Survey, Abstract No. 1200, and being all of the 78.430 acre Tract No. 1, and the Remainder of the 91.717 acre Tract No. 2 conveyed to Austin College by deed of record in Volume 2067, Page 611, Real Property Records, Grayson County, Texas and being more particularly described by metes and bounds as follows:

Beginning at a railroad spike found at the intersection of the south line of F.M. Highway No. 697 called (Ida Road) and the center line of Merriman Parkway maintaining the northeast corner of said 78.430 acre Tract No. 1 and the northwest corner of a 1.48 acre tract of land conveyed to Hugh D. Maxwell and Rosemary D. Maxwell by deed of record in Volume 2839, Page 505, Official Public Records, Grayson County, Texas;

Thence **South 15°06'10" East**, along the Centerline of said Merriman Parkway and the east line of said 78.430 acre Tract No. 1, passing railroad spikes found at distances of 409.98 feet, 610.07 feet and 810.12 feet, and passing a mag nail found at a distance of 1,420.23 feet, continuing for a total distance of **2,638.00 feet** to a 1/2" steel rod found in the north line of Tract (A) conveyed to Ponder Holdings, LLC – 503 Merriman Farm Rental Series by deed of record in Document No. 2020-4534 of said Real Property Records, and being in the south line of said Robert Thompson Survey, said rod maintaining the southeast corner of said 78.430 acre Tract No. 1;

Thence **South 74°19'25" West**, along the south line of said 78.430 acre Tract No. 1 and the north line of said Tract (A), a distance of **531.41 feet** to a 1/2" steel rod set with an aluminum cap marked COPLEY RPLS 6720 for the northeast corner of said 91.717 acre Tract No. 2 and the northwest corner of said Tract (A);

Thence southerly along the east line of said 91.717 acre Tract No. 2 and the west line of said Tract (A) the following calls and distances:
South 06°42'40" West, a distance of **435.15 feet** to a 1/2" steel rod set with an aluminum cap marked COPLEY RPLS 6720;
South 00°42'53" East, a distance of **189.75 feet** to a 1/2" steel rod set with an aluminum cap marked COPLEY RPLS 6720;
South 11°13'46" West, a distance of **287.15 feet** to a 1/2" steel rod set with an aluminum cap marked COPLEY RPLS 6720;
South 01°17'24" West, a distance of **322.54 feet** to a 1/2" steel rod set with an aluminum cap marked COPLEY RPLS 6720;
South 15°19'02" East, passing the southwest corner of said Tract (A), and the northwest corner of Tract (B) conveyed of Tract (A) conveyed to Ponder Holdings, LLC – 503 Merriman Farm Rental Series by deed of record in Document No. 2020-4534 of said Real Property Records, continuing along the west line of said Tract (B), for total distance of **1,548.03 feet** to a 1/2" steel rod found in the north line of Ladd Road maintaining the southwest corner of said Tract (B), an angle point in the east line of said 91.717 acre Tract No. 2 and the northwest corner of a 12.034 acre tract of land conveyed to Brown-Lewisville Railroad Family First Limited Partnership by deed of record in Document No. 2019-29325 of said Real Property Records;

Thence **South 15°20'03" East**, continuing along the east line of said 91.717 acre Tract No. 2, the west line of said Ladd Road and the west line of said 12.034 acre tract, a distance of **493.56 feet** to a 1/2" steel rod found in a north right-of-way line of State Highway No. 11 maintaining the southeast corner of the herein described tract and an angle point in the west line of said 12.034 acre tract;

Thence **South 74°58'09" West**, along the north right-of-way line of said State Highway No. 11, a distance of **193.99 feet** to a 1/2" steel rod set with an aluminum cap marked COPLEY RPLS 6720 for the southwest corner of the herein described tract and an angle point in the east right-of-way line of said State Highway No. 11;

Thence along the east right-of-way line of said State Highway No. 11 and the west line of said 91.717 acre Tract No. 2 the following calls and distances:
North 48°14'26" West, a distance of **2,381.62 feet** to a concrete monument found;
with a curve to the right having a **radius of 2,814.79 feet** (chord bears North 39°39'31" West, a distance of 840.34 feet) an **arc length of 843.50 feet** to a wood monument found;
North 22°52'26" West, passing a 1/2" steel rod found at a distance of 396.50 feet, continuing for at total distance of **417.89 feet** to a 1/2" steel rod set with an aluminum cap marked COPLEY RPLS 6720 for the northwest corner of said 91.717 acre Tract No. 2 and the southwest corner of a 11.7685 acre Second Tract conveyed to the City of Sherman by deed of record in Volume 1342, Page 152, Deed Records, Grayson County, Texas said point being Station 464+28.3 – 78.8' in the north line of said John Kitchen Survey;

Thence **North 74°19'25" East**, along the north line of said 91.717 acre Tract No. 2 and the south of said 11.7685 acre Second Tract, passing the southeast corner of said 11.7685 acre Second Tract and the southwest corner of a tract of land called First Tract conveyed to the City of Sherman by deed of record in Volume 1342, Page 152 of said Deed Records, for a total distance of **1,578.94 feet** to a 1/2" steel rod set with an aluminum cap marked COPLEY RPLS 6720 for the southwest corner of said 78.430 acre Tract No. 1 and the southeast corner of said First Tract to the City of Sherman;

Thence **North 15°15'52" West**, along a barbwire fence row, the west line of said 78.430 acre Tract No. 1 and the east line of said First Tract to the City of Sherman, a distance of **2,642.82 feet** to a concrete monument found in the south right-of-way line of said F.M. Highway No. 697 maintaining said south right-of-way line of said F.M. Highway No. 697, the northwest corner of said 78.430 acre Tract No. 1 and the northeast corner of said First Tract to the City of Sherman;

Thence along the south right-of-way line of said F.M. Highway No. 697 and the north line of said 78.430 acre Tract No. 1 the following two calls and distances:
North 74°21'10" East, a distance of **796.49 feet** to a 1/2" steel rod set with an aluminum cap marked COPLEY RPLS 6720;
North 74°51'10" East, a distance of **484.64 feet** to the **Point-of-Beginning** and containing **169.152 acres** of land.

Legal Description Tract 2

Situated in the County of Grayson, State of Texas, being a part of the John Kitchen Survey, Abstract No. 673 and being all of the 42.829 acre Tract No. 3 conveyed to Austin College by deed of record in Volume 2067, Page 611, Real Property Records, Grayson County, Texas and being more particularly described by metes and bounds as follows:

Beginning at a 1/2" steel rod set with an aluminum cap marked COPLEY RPLS 6720 in the west line of E. 1st Street for the most northerly corner of said 42.829 acre Tract No. 3 and an angle point in the east line of a 57.14 acre tract of land conveyed to Ming-Hong Huang by deed of record in Volume 3368, Page 703, Official Public Records, Grayson County, Texas;

Thence **South 48°14'26" East**, along the west line of said E. 1st Street, the east line of said 42.829 acre Tract No. 3, with the west right-of-way line of State Highway No. 11, a distance of **2,282.53 feet** to a 1/2" steel rod set with an aluminum cap marked COPLEY RPLS 6720 for an angle point in the east line of said 42.829 acre Tract No. 3 and point of intersection of the west right-of-way line of said State Highway No. 11 and the north right-of-way line of F.M. Highway No. 1417;

Thence along the north right-of-way line of said F.M. Highway No. 1417 and the south line of said 42.829 acre Tract No. 3 the following calls and distances:
South 44°42'55" East, a distance of **322.09 feet** to a 1/2" steel rod set with an aluminum cap marked COPLEY RPLS 6720;
South 13°26'20" East, a distance of **140.13 feet** to a 1/2" steel rod set with an aluminum cap marked COPLEY RPLS 6720;
South 21°42'41" West, a distance of **160.91 feet** to a 1/2" steel rod set with an aluminum cap marked COPLEY RPLS 6720;
South 52°10'37" West, a distance of **203.96 feet** to a 1/2" steel rod set with an aluminum cap marked COPLEY RPLS 6720;
South 63°29'13" West, a distance of **601.60 feet** to a 1/2" steel rod set with an aluminum cap marked COPLEY RPLS 6720 for the southwest corner of said 42.829 acre Tract No. 3 and the southeast corner of a 97.5 acre tract of land conveyed to James Edward Forster, Jr. by deed of record in Volume 3118, Page 479 of said Official Public Records;

Thence northerly along the west line of said 42.829 acre Tract No. 3 the following calls and distances:
North 47°35'04" West, a distance of **103.00 feet** to a 1/2" steel rod set with an aluminum cap marked COPLEY RPLS 6720;
North 27°00'47" West, a distance of **169.10 feet** to a 1/2" steel rod set with an aluminum cap marked COPLEY RPLS 6720;
North 18°40'47" West, a distance of **137.30 feet** to a 1/2" steel rod set with an aluminum cap marked COPLEY RPLS 6720;
North 29°55'47" West, passing a 1/2" steel rod set with an aluminum cap marked COPLEY RPLS 6720 at a distance of 67.17 feet, continuing for a total distance of **97.17 feet** to a point in the centerline of a creek;

Thence along the centerline of said creek, the west line of said 42.829 acre Tract No. 3 and the east line of said 97.5 acre tract the following calls and distances:
North 77°24'28" West, a distance of **76.16 feet** to a point;
North 82°29'18" West, a distance of **66.44 feet** to a point;
South 85°35'00" West, a distance of **58.42 feet** to a point;
South 69°09'22" West, a distance of **77.07 feet** to a point;
North 85°40'06" West, a distance of **65.94 feet** to a point;
North 88°41'56" West, a distance of **66.11 feet** to a point being the southeast corner of said 57.14 acre tract, the most westerly southwest corner of said 42.829 acre Tract No. 3 and an angle point in the east line of said 97.5 acre tract;

Thence **North 15°33'32" West**, along the east line of said 57.14 acre tract and the west line of said 42.829 acre Tract No. 3, passing a 1/2" steel rod set with an aluminum cap marked COPLEY RPLS 6720 at a distance of 30.00 feet, continuing for a total distance of **2,070.09 feet** to the **Point-of-Beginning** and containing **42.897 acres** of land.

The property described herein is the same property described in Fidelity National Title Insurance Company Commitment No. GF No. 2412899-SMDF with an effective date of April 7, 2024 and issued date of April 15, 2024 and all easements, covenants and restrictions referenced in said title commitment or apparent from a physical inspection of the site or otherwise known to me have been plotted hereon or otherwise noted as to their effect on the subject property.

Schedule "B" Items

e. Easement or Right-of-Way from R.A. Chapman to Texas Power & Light Company, of record in Volume 249, Page 80 of the Deed Records of Grayson County, Texas.
AFFECTS THE SUBJECT TRACT

f. Easement and Right-of-Way from R.A. Chapman, Jr. to Texas Power & Light Company, of record in Volume 515, Page 264 of the Deed Records of Grayson County, Texas.
AFFECTS THE SUBJECT TRACT

g. Easement from Mary M. Gutsch and Milton R. Gutsch to the State of Texas, of record in Volume 869, Page 479 of the Deed Records of Grayson County, Texas.
AFFECTS SUBJECT TRACT AS SHOWN

h. Easement and Right-of-Way from Mary Mayfield Gutsch and the Milton R. Gutsch and Mary Mayfield Gutsch Foundation, Inc. to Texas Power & Light Company, of record in Volume 1101, Page 13 of the Deed Records of Grayson County, Texas.
AFFECTS SUBJECT TRACT

i. Easement from The Milton R. Gutsch and Mary Mayfield Gutsch Foundation, Inc. to the State of Texas, of record in Volume 1127, Page 615 of the Deed Records of Grayson County, Texas.
AFFECTS SUBJECT TRACT AS SHOWN

j. Easement from The Milton R. Gutsch and Mary Mayfield Gutsch Foundation, Inc. to the City of Sherman, of record in Volume 1522, Page 469 of the Deed Records of Grayson County, Texas.
AFFECTS SUBJECT TRACT AS SHOWN

k. Easement from The Milton R. Gutsch and Mary Mayfield Gutsch Foundation, Inc. to the City of Sherman, of record in Volume 1649, Page 17 of the Deed Records of Grayson County, Texas.
AFFECTS SUBJECT TRACT AS SHOWN

l. Easement and Right-of-Way Agreement from Austin College to Gulf Crossing Pipeline Company, LLC, of record in Volume 5311, Page 468 of the Official Public Records of Grayson County, Texas.
AFFECTS SUBJECT TRACT AS SHOWN

m. Easement and Right-of-Way Agreement from Austin College to Gulf Crossing Pipeline Company, LLC, of record in Volume 5311, Page 476 of the Official Public Records of Grayson County, Texas.
AFFECTS SUBJECT TRACT AS SHOWN

o. Easement from Austin College to Enterprise Texas Pipeline, LLC, of record in Volume 4503, Page 369 of the Official Public Records of Grayson County, Texas.
AFFECTS SUBJECT TRACT AS SHOWN

p. Any and all rights associated with that easement granted to Texas Power and Light, for electric power line purposes, together with all terms and conditions as set forth in Volume 937, Page 628, Deed Records, Grayson County, Texas
AFFECTS SUBJECT TRACT AS SHOWN

Zoning Notes

Property is located in areas designated as:
"Not zoned" (Area Not yet zoned) by the City of Sherman Zoning Department or County of Grayson

Flood Zone Notes

By graphic plotting only, portions of this property lie within Zone "X, A, & AE" (areas not within the 100 yr. flood zone - no base point elevation) as defined by FEMA Flood Insurance Rate Map, No. 48181C0405 F, which bears an effective date of September 29, 2010.

General Notes

1. The property has an area of 7,368,264 sq. ft. or 169.152 acre of land in Tract 1 and an area of 1,868,603 sq. ft. or 42.897 acre of land in Tract 2.
2. Basis of bearings is Grid North, NAD 83, Texas State Plane Coordinate System, North Central Zone.
3. There was no visible evidence of the use of the subject property as a solid waste dump, sump or sanitary landfill at the time of survey.
4. There are no visible signs of cemeteries.
5. All visible above ground indications of utilities are depicted hereon.
7. There was no visible evidence of striping at time of survey.
8. There was no visible evidence of parking spaces on surface parking areas, lots and in parking structures.

Surveyor Certification

The Undersigned, being a registered surveyor of the State of Texas certifies to:

BTI Capital, LLC

that:

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items 1, 2, 3, 4, 7, 8, 9, 11(a), 13, 16, and 18 of Table A thereof.
The field work was completed on May 8th, 2024.

Date of Plat or Map: May 8th, 2024

John C. Copley
State of Texas
Registered Professional
Land Surveyor # 6720

STATE OF TEXAS
REGISTERED
JOHN C. COPLEY
6720
PROFESSIONAL
LAND SURVEYOR

ALTA/NSPS Survey

Copley Land Surveying
3904 Texoma Parkway, Sherman, Texas 75076
TX 903-415-0643
john@copleylandsurveying.com
TX Firm No. 10194429, OK C.A. No. 8279

Project Name: Austin College		
Project Address: TBD, S. Dewey Ave & Hwy 11 Sherman, Texas 75020	Prepared For: BTI CAPITAL, LLC	
	Drawn by: JMC	Checked by: JCC
Last Site Visit: 5-8-2024		Sheet: 2 of 3
Date of Survey: 5-8-2024	Scale: 1" = 200'	CLS Job# 22030149A2

ALTA/NSPS Survey

Copley Land Surveying
3904 Texoma Parkway, Sherman, Texas 75076
TX 903-415-0643
john@copleylandsurveying.com
TX Firm No. 10194429, OK C.A. No. 8279

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Last Site Visit: 5-8-2024	Sheet: 3 of 3
Date of Survey: 5-8-2024	Scale: 1" = 200' / CLS Job# 22030149A2

Legend

- SEWER MANHOLE
- GAS MARKER
- ELECTRICAL TRANSFORMER
- ELECTRIC VAULT
- CATV PEDESTAL
- UNDERGROUND CABLE MARK
- TELEPHONE PEDESTAL
- FIRE HYDRANT
- FIBER OPTIC CABLE
- LIGHT POLE
- POWER POLE
- WATER VALVE
- GUY WIRE
- STOP SIGN
- FOUND ROD
- 1/2" STEEL ROD SET (RPLS 6720)
- CONCRETE MONUMENT
- TRAFFIC LIGHTS
- ASPHALT
- GRAVEL
- CONCRETE
- BOUNDARY LINE
- PROPERTY LINE
- OVERHEAD ELECTRIC
- UNDERGROUND GAS LINE
- STOCKADE FENCE
- CHAINLINK FENCE
- BARBWIRE FENCE

~ BASIS OF BEARINGS ~
GRID NORTH, NAD 83
TEXAS STATE PLANE COORDINATE SYSTEM
NORTH CENTRAL ZONE (4202)

SCALE ~ 1" = 200'

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CITY OF SHERMAN
TOPOGRAPH OVERLAY
2' CONTOURS (LIMITED)

Line Table

LINE	BEARING	DISTANCE
L1	N 44°42'55" W	322.09'
L2	N 13°26'20" W	140.13'
L3	N 21°42'51" E	160.91'
L4	N 52°10'37" E	203.66'
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L14	N 88°41'56" W	66.11'

Curve Table

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C1	2814.79'	843.32'	840.17'	S 39°39'25" E

2025
Council Calendar

January						
Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

February						
Su	Mo	Tu	We	Th	Fr	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	

March						
Su	Mo	Tu	We	Th	Fr	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

April						
Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

May						
Su	Mo	Tu	We	Th	Fr	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

June						
Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7
8	9	6	7	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

July						
Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

August						
Su	Mo	Tu	We	Th	Fr	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

September						
Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

October						
Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
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26	27	28	29	30	31	

November						
Su	Mo	Tu	We	Th	Fr	Sa
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30						

December						
Su	Mo	Tu	We	Th	Fr	Sa
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7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

	Holiday
	Holiday for Firefighters/Police Only
	City Council Regular Meeting
	Special Called Meeting
	Budget Workshop
	Cancelled City Council Meeting

CALLED MEETINGS	
4/11/2025	Budget Planning Meeting
5/22/2025	Capital Improvement Meeting
9/12/2025	Joint Meeting with SEDCO
9/29/2025	Joint Meeting with SISD
10/9/2025	Council/P&Z Training