A G E N D A

Regular Meeting of the Bedford City Council
Tuesday, June 11, 2019
Bedford City Hall Building A
2000 Forest Ridge Drive
Bedford, Texas 76021

Council Chamber Work Session 5:30 p.m.
Council Chamber Regular Session 6:30 p.m.

COMPLETE COUNCIL AGENDAS AND BACKGROUND INFORMATION ARE AVAILABLE FOR REVIEW ONLINE AT http://www.bedfordtx.gov

WORK SESSION

- **Briefing on Phase Next site plan, construction phasing and multi-generational building/aquatics alternatives**.

EXECUTIVE SESSION

To convene in the conference room, if time permits, in compliance with Section 551.001 et. Seq. Texas Government Code, to discuss the following:

a) Pursuant to Section 551.087, deliberation regarding economic development negotiations relative to Block 1, Lot 1 Whisperwood Center Addition.
b) Pursuant to Section 551.087, deliberation regarding economic development negotations relative to Plaza Center Addition Lot AR 1A and Bedford Plaza Addition 1989H Blk. A Lot 4B1.

REGULAR SESSION

CALL TO ORDER/GENERAL COMMENTS

INVOCATION (Pastor Wanderson Franco, DFW New Beginnings Church)

PLEDGE OF ALLEGIANCE

ANNOUNCEMENTS/UPCOMING EVENTS

OPEN FORUM *(The public is invited to address the Council on any topic that is posted on this agenda. Citizens desiring to speak on Public Hearing(s) must do so at the time the Public Hearing(s) are opened. In order to speak during Open Forum, a person must first sign in with the City Secretary prior to the Regular Session being called to order. Speakers will be called upon in the order in which they sign in. Any person not signing in prior to the commencement of the Regular Session shall not be allowed to speak under Open Forum. Further, Open Forum is limited to a maximum of 30 minutes. Should speakers not use the entire 30 minutes Council will proceed with the agenda. At the majority vote of the Council the Mayor may extend the time allotted for Open Forum.)*

CONSIDER APPROVAL OF ITEMS BY CONSENT (*Consent items are deemed to need little Council deliberation and will be acted upon as on business item. Any member of the City Council may request that an item be withdrawn from the Consent Agenda and placed before the City Council for full discussion. Approval of the Consent Agenda authorizes the City Manager, or a designee, to implement each item in accordance with staff recommendation.)*

1. Consider approval of the following City Council minutes:
   a) May 28, 2019 regular meeting

PERSONS TO BE HEARD

2. The following individuals have requested to speak to the Council tonight under Persons to be Heard:

   a) Doug Deere, 2008 Memphis, Bedford, Texas 76022 – Requests to speak to Council regarding the lack of follow up on code violations.

b) **Sal Caruso, 148 Ravenswood, Bedford, Texas 76022 – Requests to speak to Council regarding the Community Affairs Commission subcommittee format.**

NEW BUSINESS

3. **Consider an ordinance amending Chapter 118 "Utilities," Article IV "Water Resource Management," Division 2, Section 118-114(b) "Drought Contingency Plan" to adopt the current plan, as attached hereto as Exhibit A and is incorporated herein by reference to the City of Bedford Code of Ordinances, and amending Chapter 118 "Utilities," Article IV "Water Resource Management," Division 3, Section 118-115(b) "Water Conservation Plan" to adopt the current plan, as attached hereto as Exhibit B and is incorporated herein by reference to the City of Bedford Code of Ordinances; providing a severability clause; providing a penalty clause; and declaring an effective date.**

4. **Consider an ordinance amending the City of Bedford Code of Ordinances Appendix A - Schedule of Fees, by updating fees imposed by the City; containing a savings clause; repealing all ordinances in conflict herewith; and providing for an effective date.**

5. **Consider a resolution authorizing the City Manager to execute a Construction Manager-at Risk contract with Steele & Freeman, Inc. of Fort Worth Texas, for pre-construction and estimating services for the new multi-generational building and park located at Boys Ranch Park, in the amount, not to exceed, Zero dollars and Zero cents ($0.00).**

6. **Discussion and possible action regarding Site Plan Review of Boys Ranch Park – Phase Next (*Park and Multi-Generational Center*) including Site Concept Test Fit Options/Construction Phasing; Multi-Generational Building/Aquatics Options; Construction Budget; Draft Operations Assumptions Review; Final Arts and Entertainment Feasibility Report; and Recommendations for Next Steps.**

7. **Discussion regarding outdoor warning system. **This item requested by Councilmember Fisher.**

8. **Mayor/Council Member Reports**

9. **Report on most recent meeting of the following Boards and Commissions:**

- ✓ **Animal Shelter Advisory Board**
- ✓ **Beautification Commission**
- ✓ **Community Affairs Commission**
- ✓ **Cultural Commission**
- ✓ **Library Advisory Board**
- ✓ **Parks and Recreation Board**
- ✓ **Teen Court Advisory Board**

10. **City Manager/Staff Reports**

EXECUTIVE SESSION

To convene in the conference room in compliance with Section 551.001 et. Seq. Texas Government Code, to discuss the following:

a) **Pursuant to Section 551.087, deliberation regarding economic development negotiations relative to Block 1, Lot 1 Whisperwood Center Addition.**
b) **Pursuant to Section 551.087, deliberation regarding economic development negotations relative to Plaza Center Addition Lot AR 1A and Bedford Plaza Addition 1989H Blk. A Lot 4B1.**

11. **Take any action necessary as a result of the Executive Session.**

(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.)

ADJOURNMENT

CERTIFICATION

I, the undersigned authority, do hereby certify that this Notice of Meeting was posted on the outside window in a display cabinet at the City Hall of the City of Bedford, Texas, a place convenient and readily accessible to the general public at all times, and said Notice was posted by the following date and time: **Friday, June 7, 2019 at 5:00 p.m.**, and remained so posted at least 72 hours before said meeting convened.

_____ _____

Michael Wells, City Secretary **Date Notice Removed**

(Auxiliary aids and services are available to a person when necessary to afford an equal opportunity to participate in City functions and activities. Auxiliary aids and services or accommodations must be requested in writing to the City Secretary's Office a minimum of seventy-two hours (72) hours prior to the scheduled starting time of the posted meeting. Requests can be delivered in person or mailed to the City Secretary's Office at 2000 Forest Ridge Drive, Bedford, TX 76021, or emailed to citysecretary@bedfordtx.gov. Some requests may take longer due to the nature, extent and/or availability of such auxiliary aids, services or accommodations.)

AGENDA

Council Agenda Background

PRESENTER:	Cissy Sylo, P.E. CFM Director of Capital Projects	**DATE:**	06/11/19

Work Session

ITEM:

Briefing on Phase Next site plan, construction phasing and multi-generational building/aquatics alternatives.

City Attorney Review: N/A

DISCUSSION:

To better facilitate the discussion regarding this complex item, this work session is proposed to allow time for the consultant team and staff to present each option and alternative for the Phase Next project schematic site plan, construction phasing and facility design options. Staff and the consultant team are ultimately seeking direction with respect to the preferred site plan option, construction phasing and an overall project budget with the following regular City Council meeting.

ATTACHMENTS:

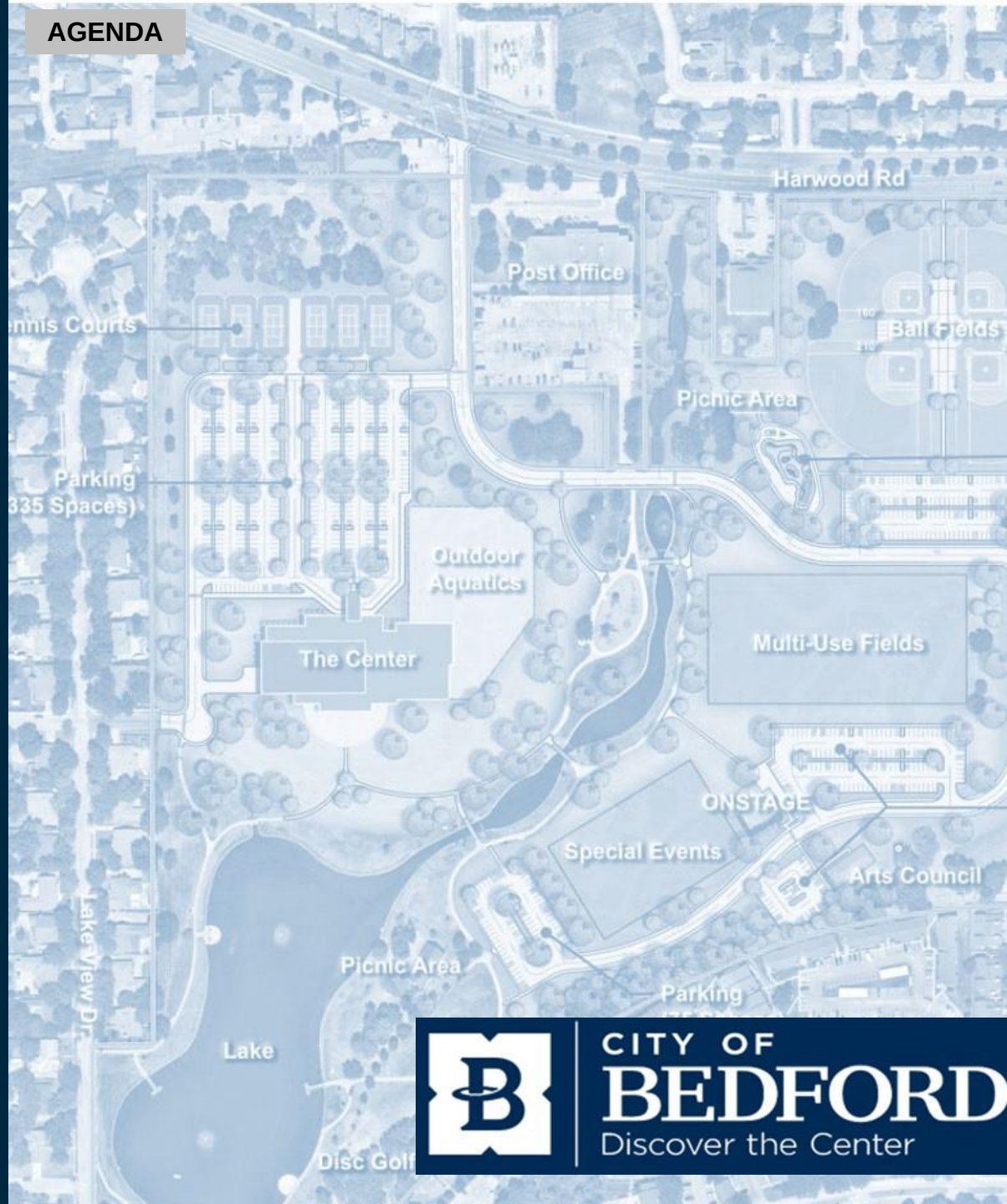
See Agenda Item for Complete Information
Work Session PowerPoint

AGENDA

City of Bedford
Boys Ranch Park – Phase Next
Park and Multi-Generational Center

Site Plan Review

June 11, 2019



CITY OF BEDFORD
Discover the Center

Content

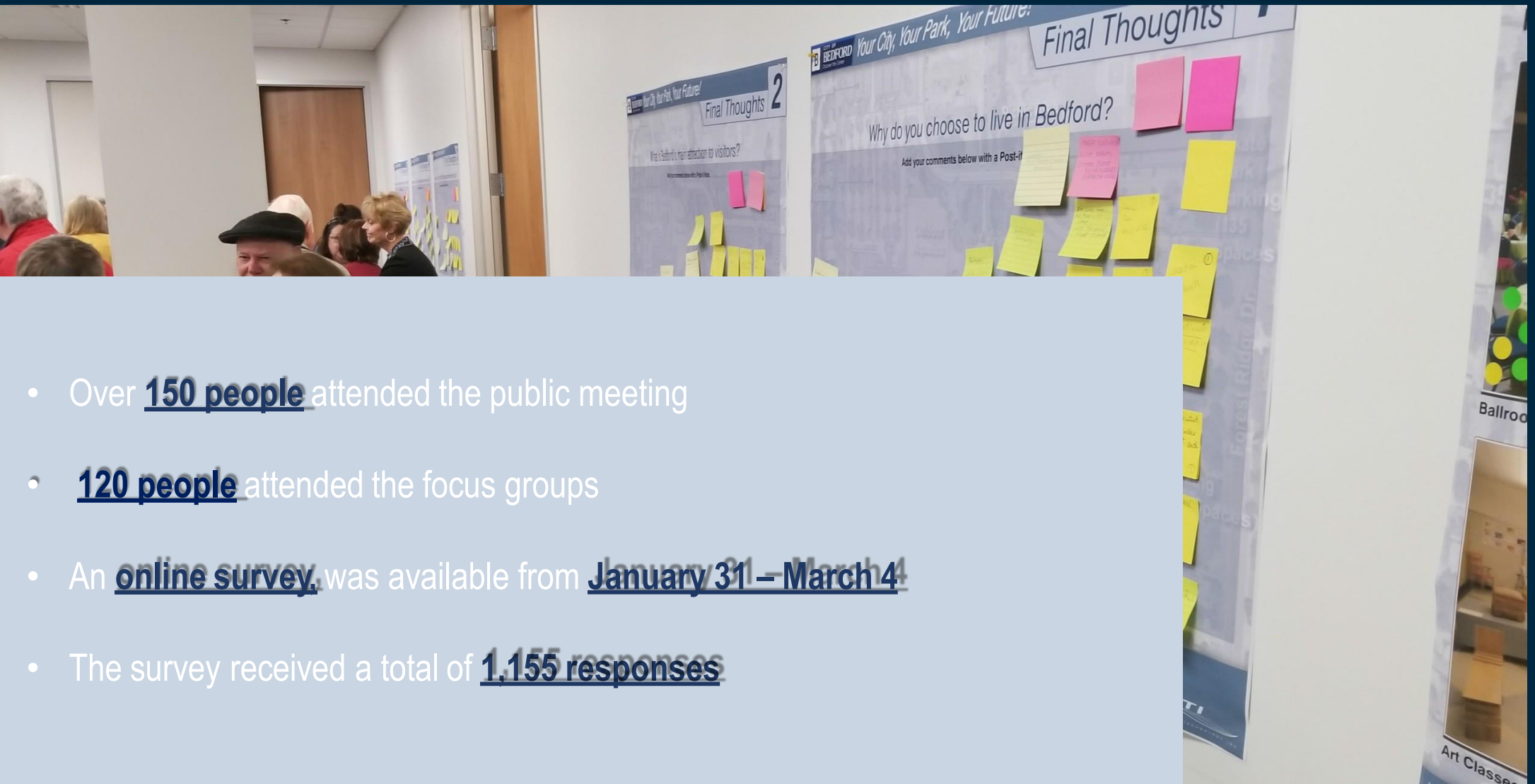
- Introduction
- Prioritization of Park Site Amenities
- Site Test Fit Options/Construction Phasing
- Multi-Generational Center / Aquatics Options
- Construction Budget
- Next Steps

Introduction

January 29 to January 31, 2019.

- City Council
- Parks & Recreation Board
- Beautification Commission
- Department Heads
- Park Staff
- Recreation Staff
- Senior Center Staff
- Aquatics Staff
- Maintenance Staff
- Arts/Music Programming
- Arts/Council Community
- Contract Instructors
- Seniors
- Other Department Staff
- Heritage
- Cultural Commission
- Cultural Affairs Commission
- Homeowners
- Sports Leagues
- School/Civic Groups

Introduction



- Over **150 people** attended the public meeting
- **120 people** attended the focus groups
- An **online survey** was available from **January 31 – March 4**
- The survey received a total of **1,155 responses**

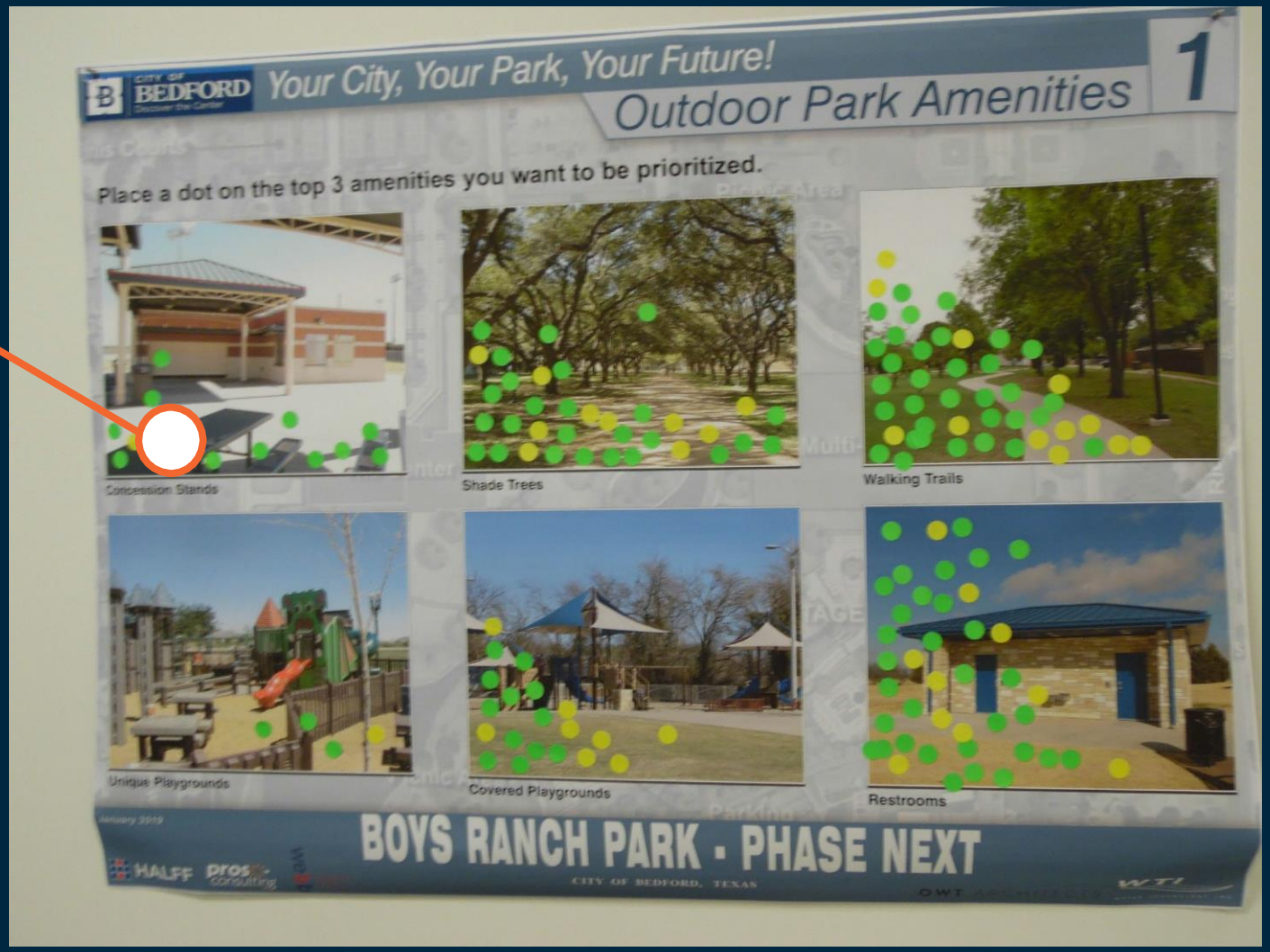
Prioritization/Preferred Park Amenities

Outdoor Park Prioritization – Stakeholders & Public

A total of **120 Stakeholders** and **150 public meeting attendees** were given the opportunity to place Avery Dots on image boards to designate the **top amenities**, they wished to be prioritized in 5 areas of activity:

1. Outdoor Park Amenities
2. Indoor Aquatic Facilities
3. Outdoor Aquatic Facilities
4. Indoor Recreation Facilities
5. Art & Entertainment Amenities

The following slides present the most desired amenities in each activity area for both the stakeholders and the public.



AGENDA

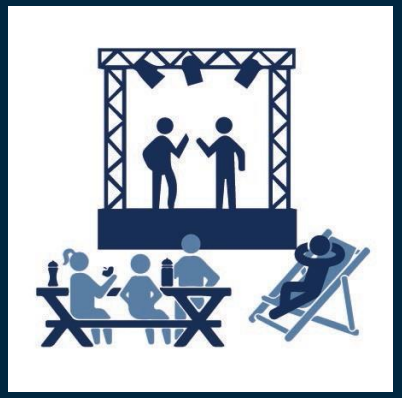
Preferred *Outdoor Park Amenities*

Covered Picnic Area

Covered Playground

Restrooms

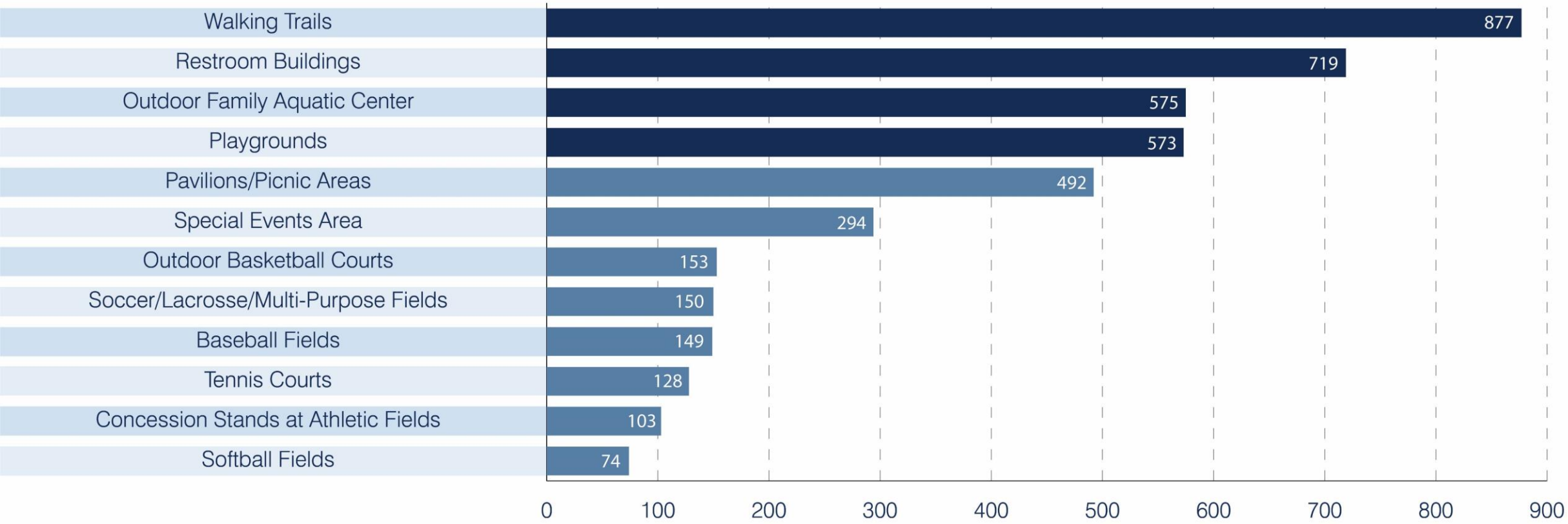
Shade Trees



Special Event Area

Walking Trails

Most Important Park Amenities



*Survey respondents could choose up to four options.

Prioritization of Needs – *Park Facilities & Amenities*

HIGH

- Restroom Buildings
- Walking Trails
- Playgrounds
- Pavilions/Picnic Sites
- Outdoor Family Aquatic Center
- Special Events Area

MEDIUM

- Baseball Fields
- Soccer/Lacrosse/Multi-Purpose Fields
- Concession Stands at Athletic Fields
- Outdoor Basketball Courts
- Tennis Courts

LOW

- N/A

Outdoor Park Improvements – Stakeholders & Public Meeting

Preferred Park Amenities

1. Preferred 275' Baseball Fields vs. smaller fields
2. Preferred 3 fields over 4 fields to allow for adequate parking
3. Increase the buffer/separation for Multi-Generation/Aquatic Center
4. Preferred diversity of recreation & amenities in the park
5. Preferred Multi-use pavilions for outdoor events
6. WOW Factor!

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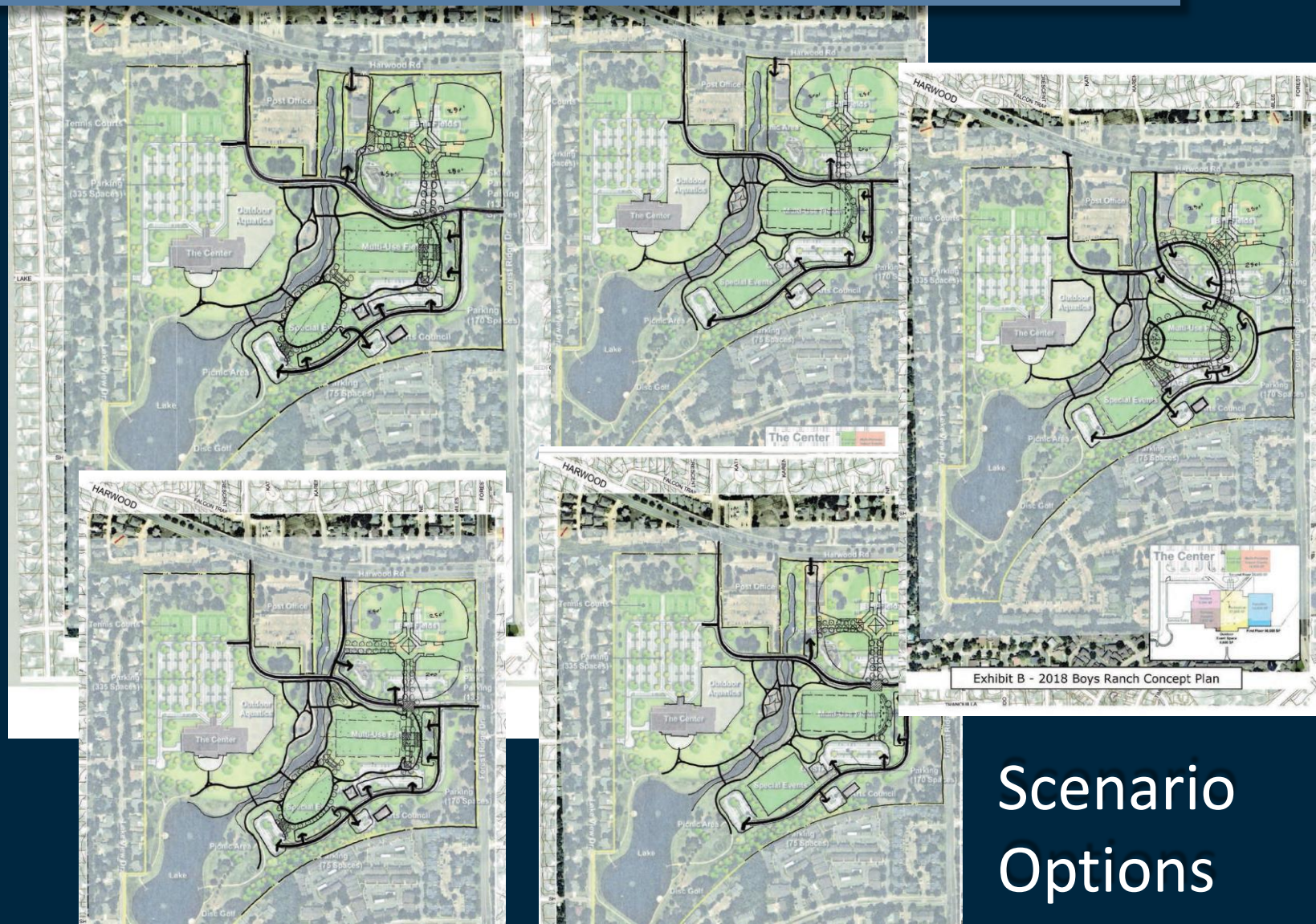
Site Concept
Test Fit Options

00 | Site Concept – Scenario Options

Requirements

- Series of Test Fit Options (250' vs 275')
- Baseball Field Layout (4 vs. 3)
- 320 to 240 Parking Spaces Required
- Diversity of Recreational Amenities
- Park Like
- Multi-use Event Space
- Wow Factor!

*60 – 80 parking spaces per field



Scenario Options

AGENDA

00 | Site Concept – Test Fit

Requirements

- Series of Test Fit Options (250' vs 275')
- Baseball Field Layout (4 vs. 3)
- 320 vs 240 Parking Spaces Required
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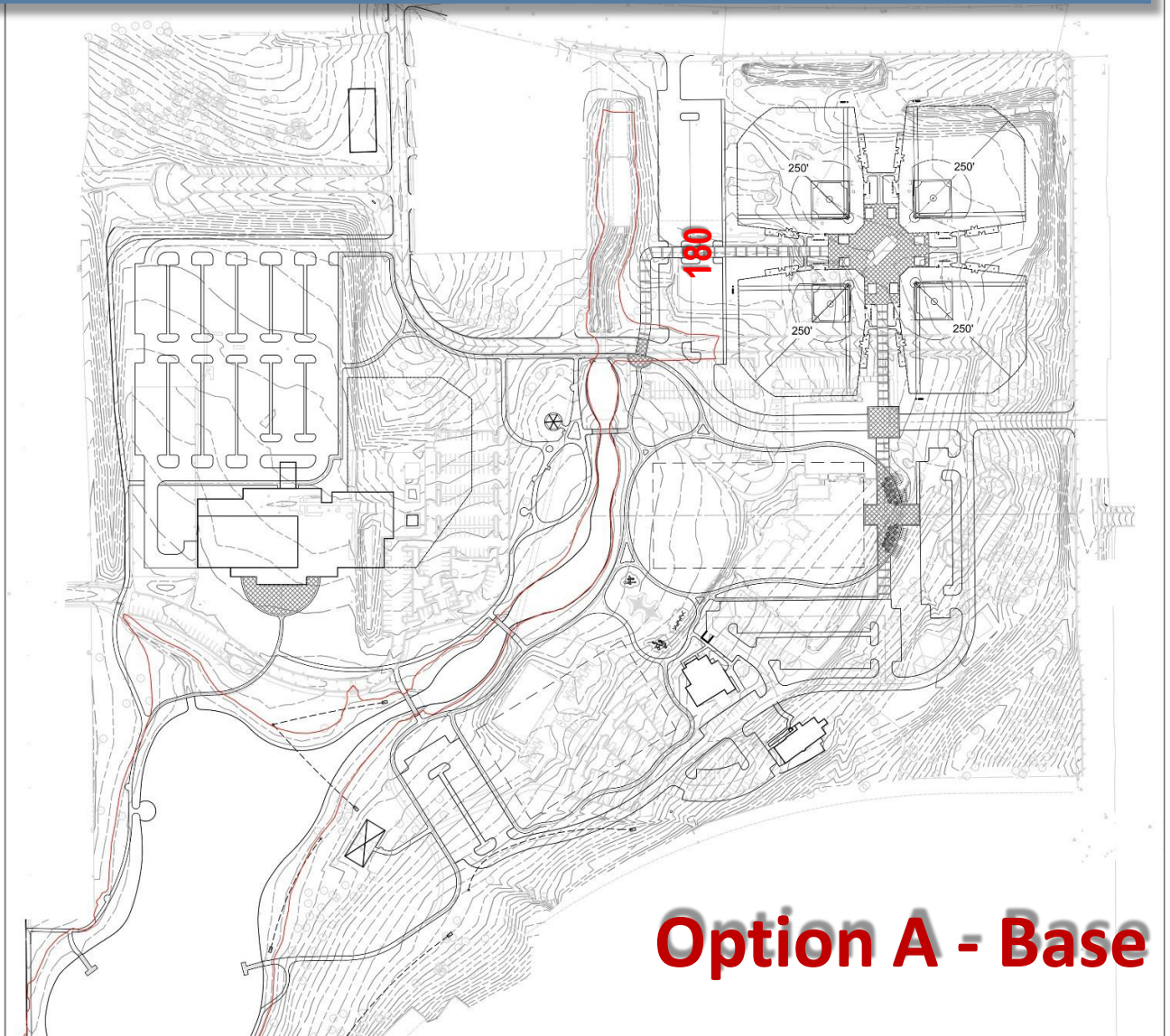
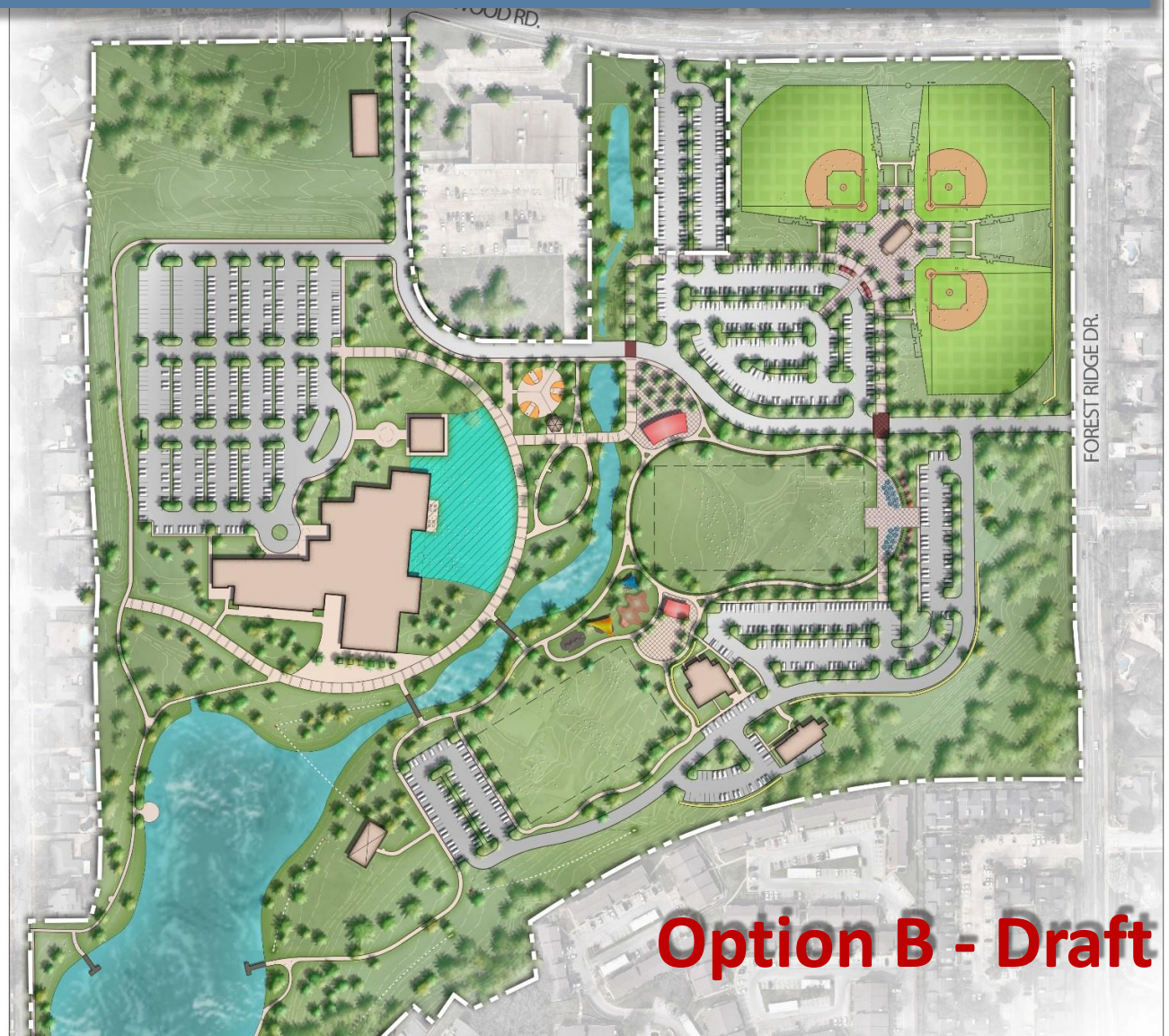


01 | Site Concept – Test Fit

Positives

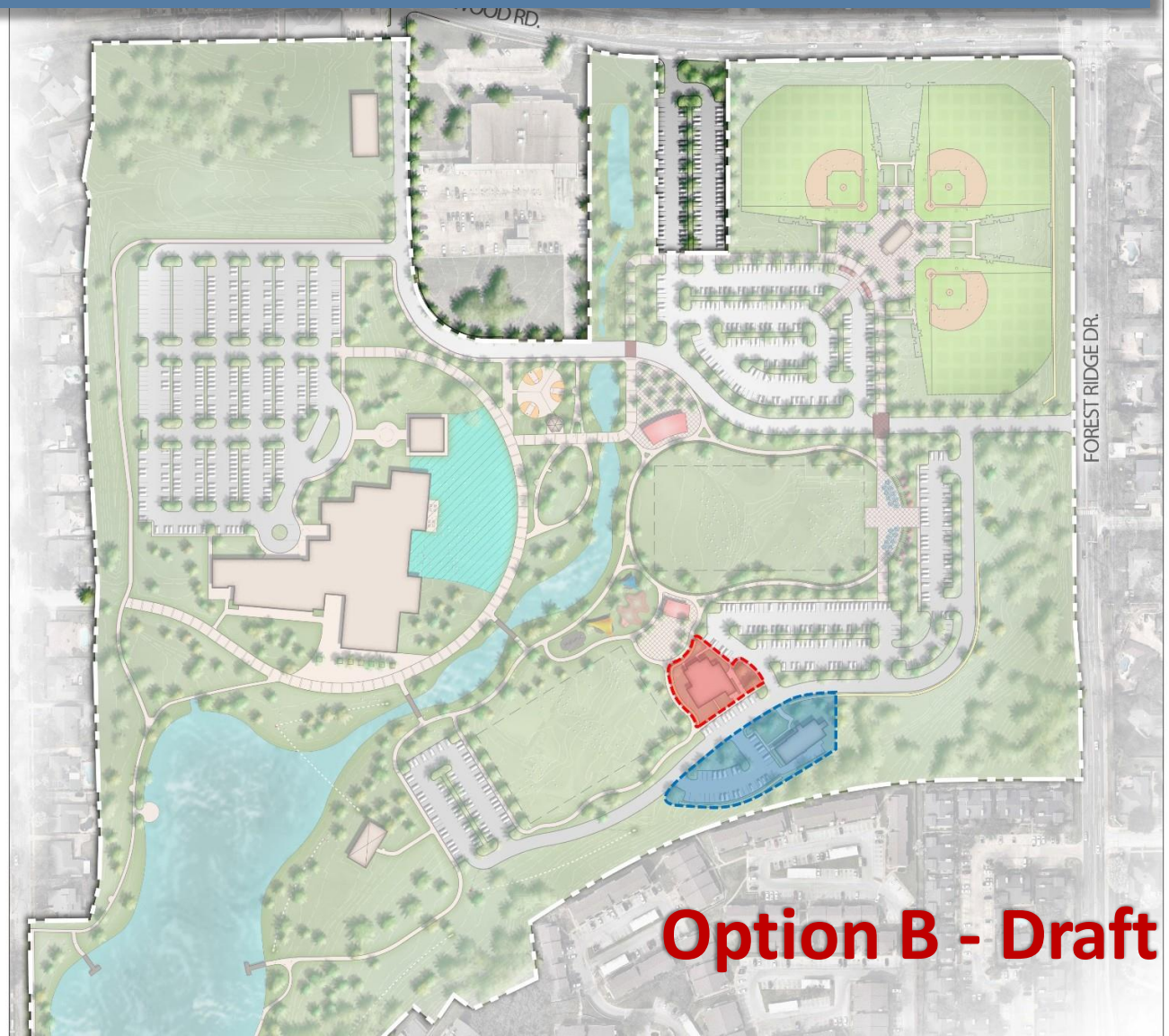
- (3) 275' Baseball Fields
- 345 Parking spaces; (1,046 total park parking)
- Multi-use Event Space (2 Pavilions)
- Multi-use Field Space
- Diversity of recreational amenities
- Park like



01 | Site Concept – Test Fit

Negatives

- Extensive retaining wall (4' – 12' ht.)
- Extensive ADA improvements to meet code
- Significant cut/fill required
- Possible asbestos remediation and lead based paint
- ONSTAGE/Arts Council building improvements – Unknown $$$
- Access is not located at Traffic Signal



02 | Site Concept – Test Fit

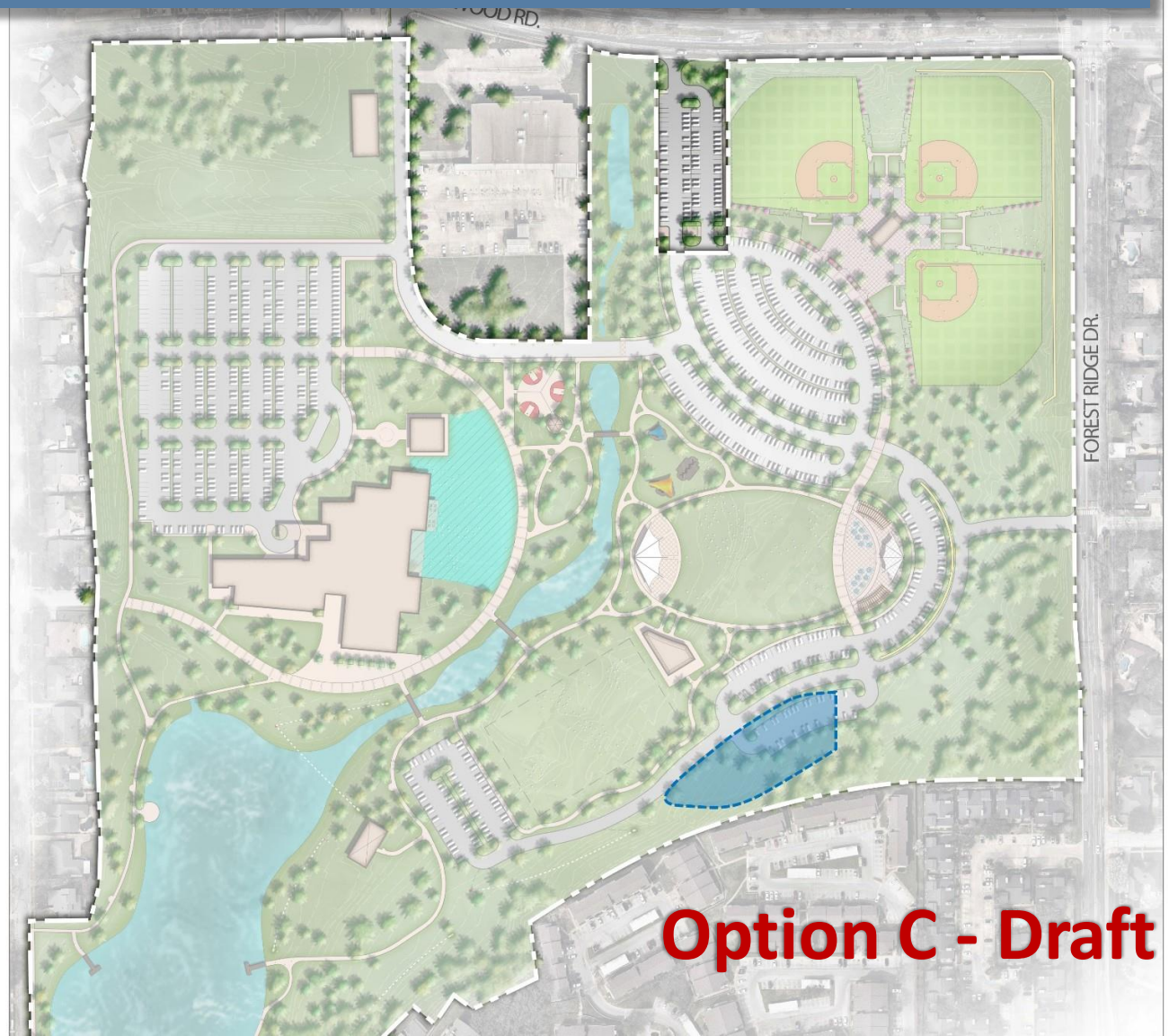
Positives

- **(3) 275' Baseball Fields**
- **378 Parking spaces; (1,143 total park parking)**
- **Signal access at Lincolnshire Dr.**
- **Multi-use Event Space (2 Pavilions)**
- **Multi-use Field Space**
- **Diversity of Recreational Amenities**
  - Kid Zone
  - Basketball Courts
  - Food Truck Court
- **Park Like**
- **Wow Factor!**

02 | Site Concept – Test Fit

Negatives

- Extensive retaining wall (4' – 12' ht.)
- Extensive ADA improvements to meet code
- Rework parking and building access
- Significant cut/fill required
- Possible asbestos remediation and lead based paint
- ONSTAGE/Arts Council building improvements – Unknown $$$



AGENDA

03 | Site Concept – Test Fit

Positives

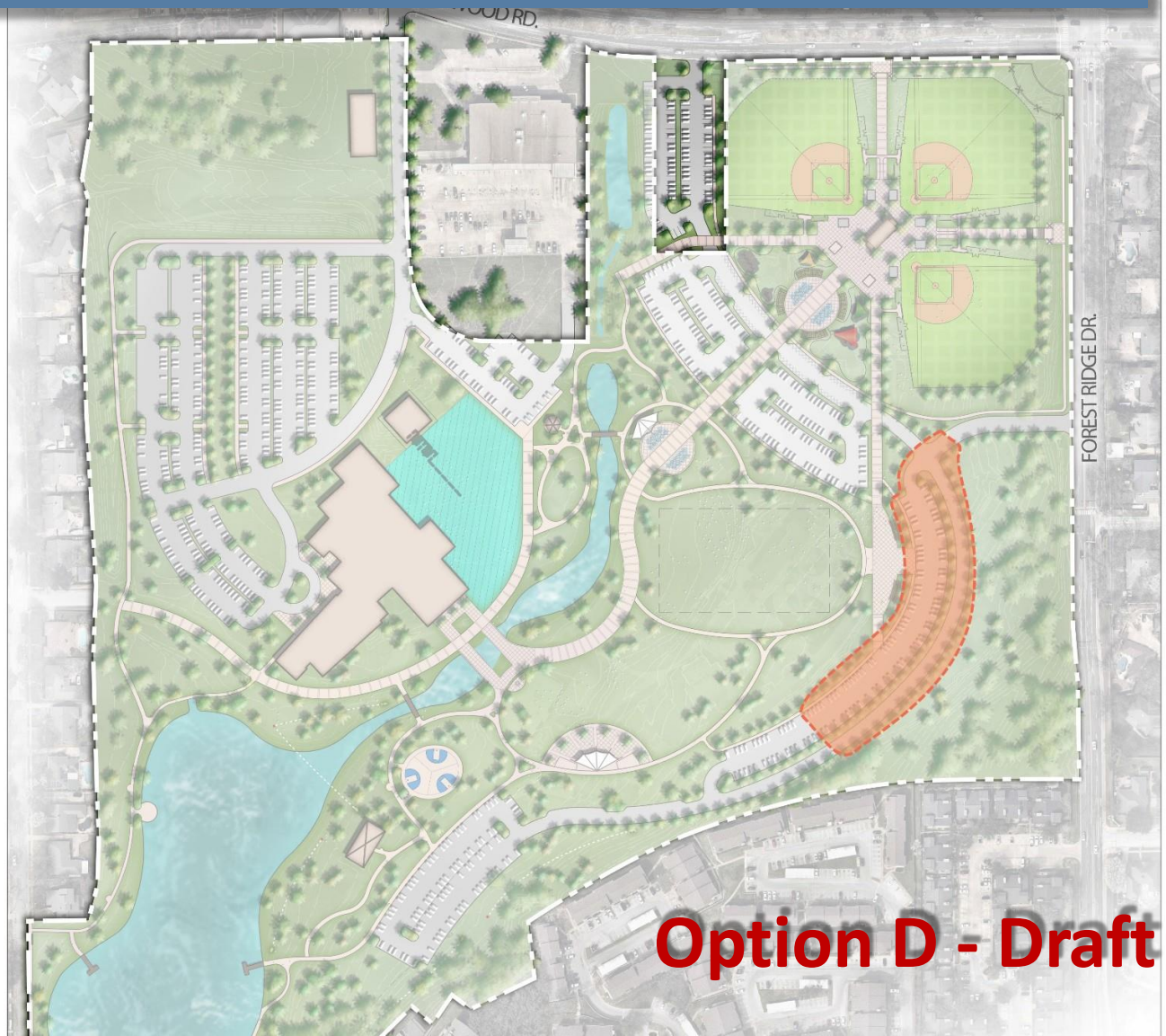
- **(3) 275' Baseball Fields**
- **300 Parking; (1,033 total park parking)**
- **Removes Doug Rivers Dr.**
- **Multi-use Event Space (2 Pavilions)**
- **Multi-use Field Space**
- **Diversity of recreational amenities**
  - Amenity Zone for Baseball/Public
  - Basketball Courts
  - Food Truck Court
- **WOW Factor!!**
- **Removes ONSTAGE and Arts Council Bldg.**

Option D - Draft

03 | Site Concept – Test Fit

Negatives

- No signal access at Lincolnshire Dr.
- Removes a significant amount of trees
- Extensive retaining walls on the west side of the site (Multi-Generation/Aquatics area)
- $$$$



03 | Site Concept – Preliminary Construction Costs

A - $26.5M

B - $26M *

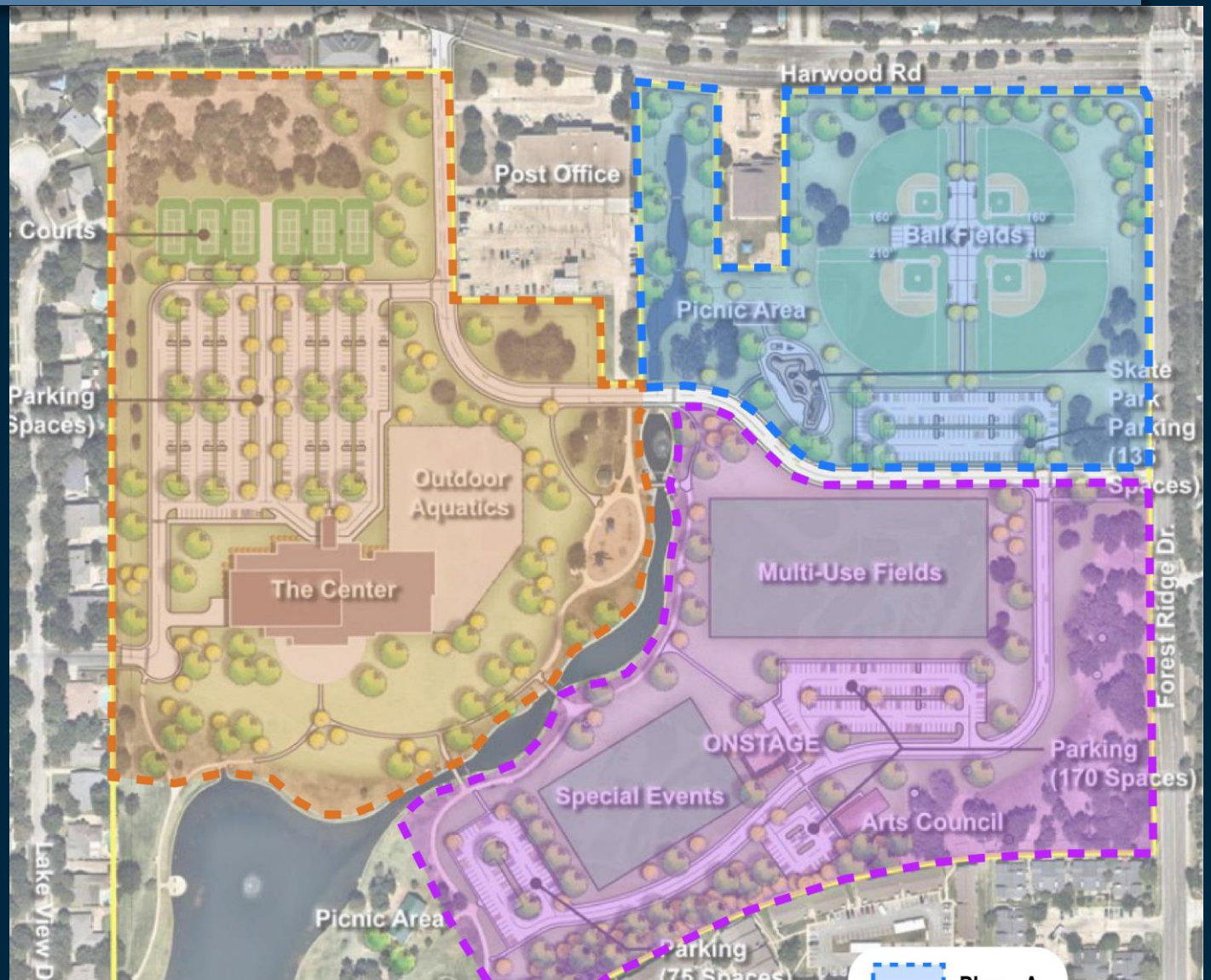
C - $26M

D - $29M

Construction Phasing

04 | Site Concept – Construction Phasing

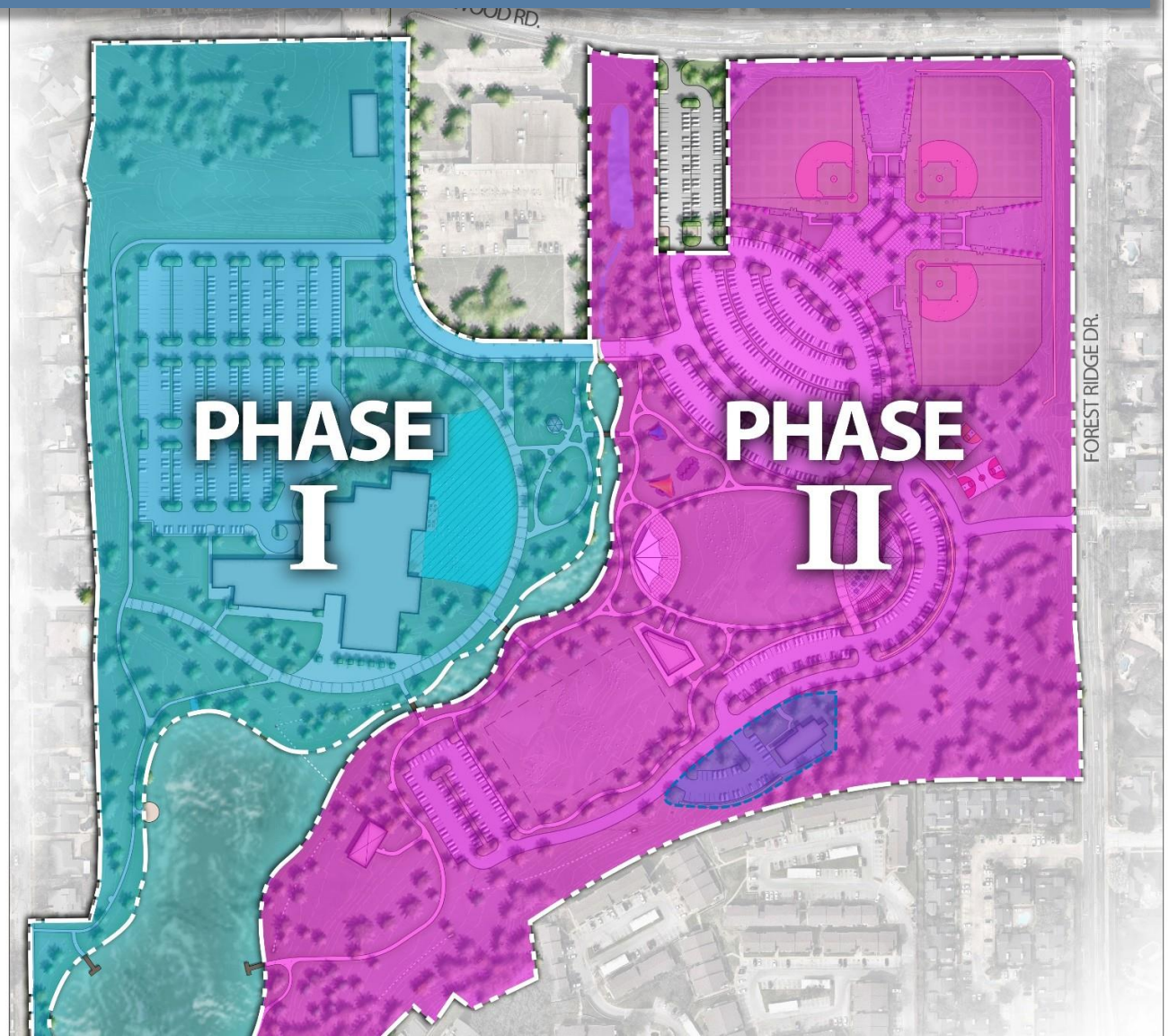
Three Phase Construction



04 | Site Concept – Construction Phasing

Two Phase Construction

- **Positive**
  - Keep Rec/Aquatic/Sr. Centers open
- **Negative**
  - Additional mobilization
  - Additional earthwork
  - Additional construction Administration
  - Longer construction schedule
  - $$$$



04 | Site Concept – Construction Phasing

Single Phase Construction

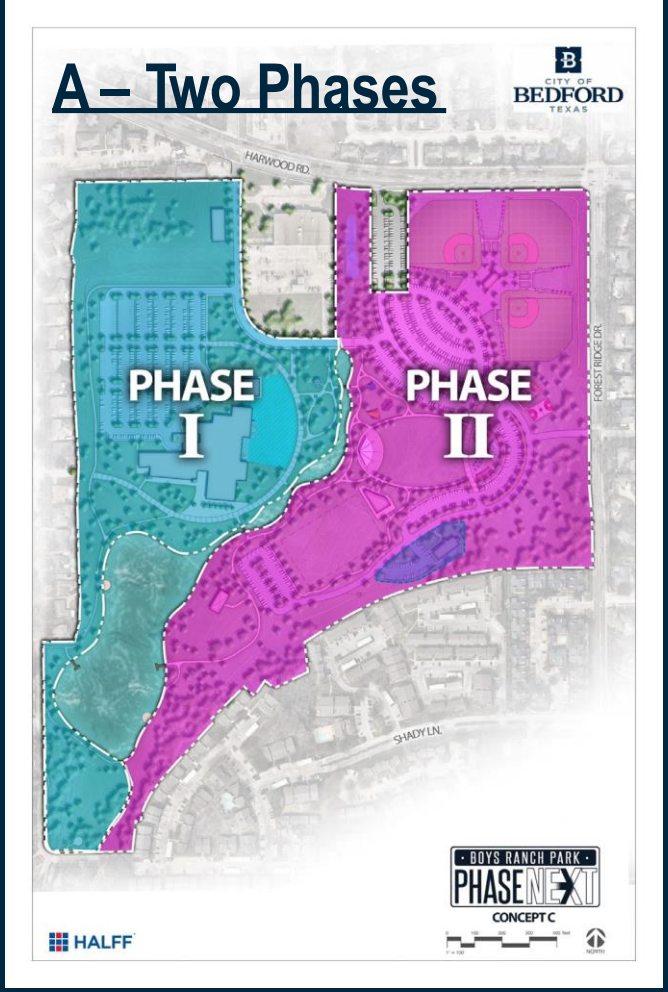
- **Positive**
  - Balanced site
  - One mobilization
  - Reduces construction schedule
  - Significant funding savings
  - Senior, recreation, programming and aquatics available offsite
- **Negative**
  - Entire site is closed during construction *(consider keeping trail around lake open)*

04 | Site Concept – Construction Phasing

Phased Construction

Phased Construction (Two Phases vs. Single Phase)

- **Two Phases**
  - **Schedule** 24 Months
  - **Additional Cost** $1M to $1.5M
- **Single Phase**
  - **Schedule** 18 Months
  - **Additional Cost** $0



Multi-Generation Center and Aquatics Options

Prioritized *Indoor Recreation Facilities*

Aerobics Classes

Cardio Equipment

Child Care Center

Jogging Track

Meeting/Party Rooms

Multi-Generational Lounge

Multi-Use Courts

Rec Center Cafe

Strength Training Equipment

Yoga Studio

AGENDA

Prioritized *Indoor Aquatic Facilities*

Indoor Hot Tub

Indoor Waterslide

Lap & Competition Pool

Learn to Swim

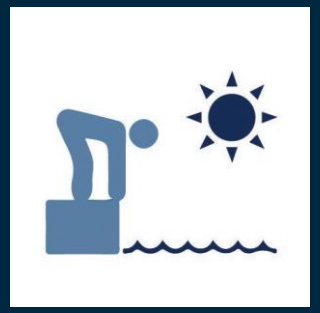
Multi-Functional Pool

Pool Party Room

Resistance Walking

Water Exercis Classes

Prioritized *Outdoor Aquatic Facilities*



Competitive Outdoor Pool

Interactive Water Play Area

Lazy River

Lazy River with Waves

Outdoor Waterslide

Relaxing Wet Deck

Tot Water Play Area

Wading Pool

05 | Indoor Facility Concept – Multi-Generation Center/Aquatics

Option I

Conceptual Layout - Level 1 – 73,400 s.f.

- Fitness – 16,500 s.f.
- Aquatics - 18,200 s.f.
- Seniors - 9,000 s.f.
- Child Watch / Play – 2,000 s.f.
- B.O.H / Admin. – 7,900 s.f.
- Restrooms/Shower Rooms – 3,500 s.f.

05 | Indoor Facility Concept – Multi-Generation Center/Aquatics

Option I

Conceptual Layout - Level 2 – 13,575 s.f.

- Fitness / Track(s) – 13,575 s.f.

$$$

Multi-Generation Center/Aquatics – $42.5 m

- Recreation & Indoor Aquatics - $35.4 m
- Outdoor Aquatics - $7.15 m

05 | Indoor Facility Concept – Multi-Generation Center/Aquatics

Option II

Conceptual Layout - Level 1 – 67,000 s.f.

- Fitness – 15,500 s.f.
- Aquatics – 19,450 s.f.
- Seniors - 9,280 s.f.
- Child Watch / Play – 1,700 s.f.
- B.O.H / Admin. – 7,450 s.f.
- Restrooms/Shower Rooms – 3,500 s.f.

05 | Indoor Facility Concept – Multi-Generation Center/Aquatics

Option II

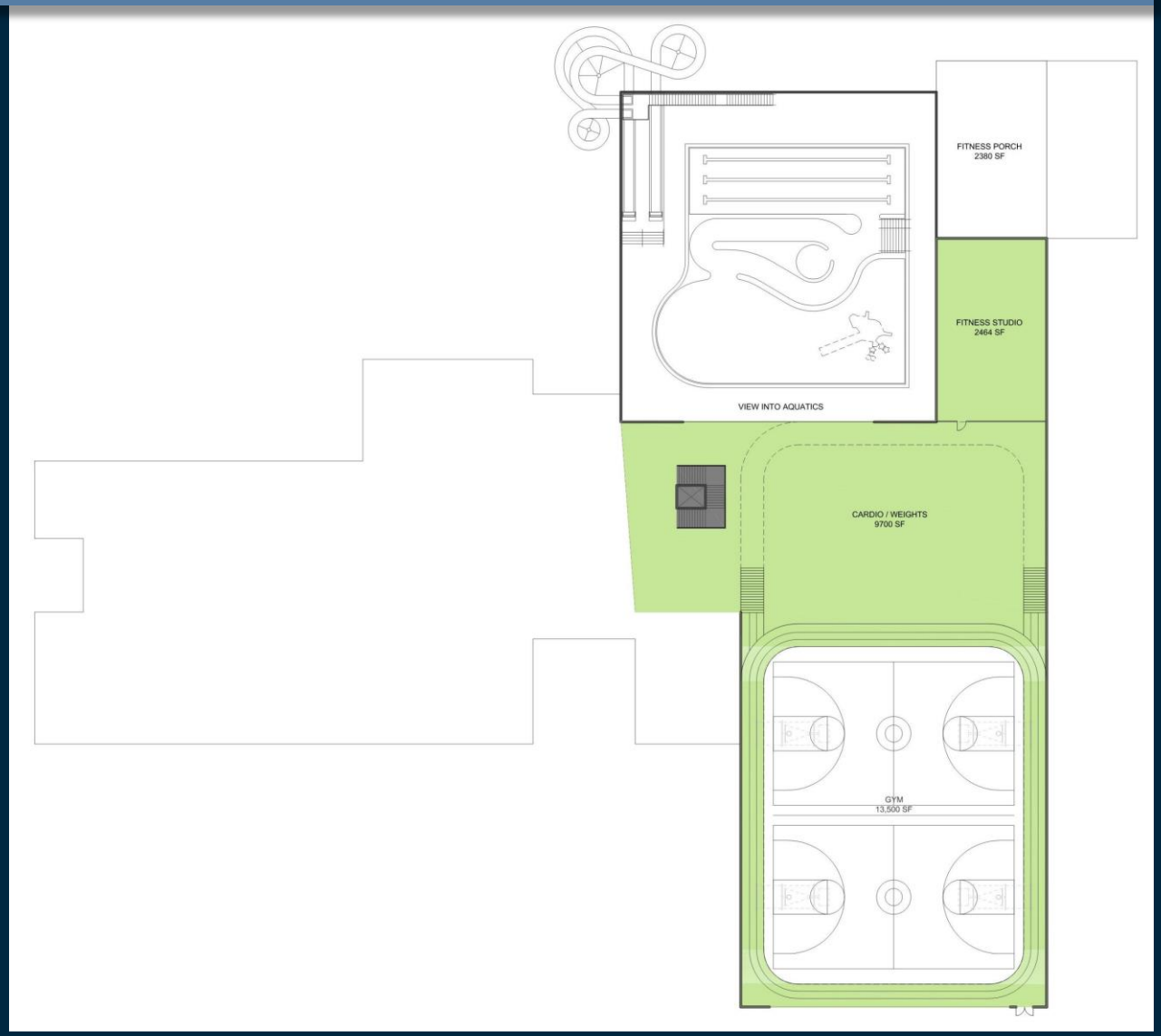
Conceptual Layout - Level 2 – 16,300 s.f.

- Fitness / Track(s) – 16,300 s.f.

$$$

Multi-Generation Center/Aquatics – $40.0 m

- Recreation & Indoor Aquatics - $32.9 m
- Outdoor Aquatics - $7.15 m



06 | Outdoor Concept – Aquatics

Outdoor Aquatics

Conceptual Layout

- **Aquatics 63,450 s.f.**
  - Seasonal Entrance Building
  - Wading Pool w/ Sun Sail
  - Activity Pool w/ Play Structure & Wet Deck
  - 3 Lane Lap Pool w/ Deep Water
  - Lazy River w/ Vortex
  - Slide Tower w/ 2 Slides (Body & Tube)
  - Natatorium Outdoor Patio
  - Turf/Sun Hill
  - Rentable Cabanas

$$$ - 7.15 million

06 | Multi-Generation Center/Aquatics – Preliminary Construction Costs

Option I - $42.5M

Option II - $40M

Option - *$7.15M

06 | Phase Next Park and Multi-Generation Center/Aquatics Construction Cost

CONSTRUCTION COST

Park Site Development and Amenities:	$26M	-	$29M
Multi-Gen. Facility and Indoor Aquatics:	$32.9M	-	$35.4M
Outdoor Aquatics:	$ 7.15M	-	$ 7.15M
***Total Cost**	**$66.05M**	-	**$71.55M**

SOFT COSTS

Professional Services Fees:	$ 9.3M
Property Acquisition:	$ 800K
FF&E:	$ 4M
***Total Cost**	**$14.1M**

***GRAND TOTAL**	**$80.15M - $85.65M**

**Considers a Single Phase Construction Option*

Next Steps

AGENDA
Harwood Rd
Post Office
nnis Courts
Ball Fields
Picnic Area
Parking
335 Spaces)
Outdoor
Aquatics
The Center
Multi-Use Fields
ONSTAGE
Special Events
Arts Council
Lake View Dr
Picnic Area
Parking
(75 Spaces)
Lake
Disc Golf

Next Steps – *Council Options Selection*

- **Site Plan Selection**
- **Phasing Selection**
- **Multi-Generational Facility Selection**
- **Outdoor Aquatic Facility Selection**
- **Project Budget Final Budget Decision**

AGENDA

Next Steps – *Multi-Generational Center/Aquatics/Site*

- **4/22 – 7/19 – Schematic Design (12 Weeks)**
  - 5/31 – 50% SD Complete
    - 6/5 – 50% SD City Review
  - 7/12 – 100% SD Complete
    - 7/17 – 100% SD City Review
    - 8/13 – City Council Presentation
    - Four potential DRC meeting dates
- **6/25 City Council Meeting – PROS Final and Branding**
- **8/19 – 1/13 – Design Development (20 weeks)**
- **1/20 – 6/15/20 – Construction Documents (20 weeks)**

AGENDA

Council Agenda Background

PRESENTER: Michael Wells, City Secretary	**DATE:** 06/11/19
Minutes	

ITEM:

Consider approval of the following City Council minutes:
a) May 28, 2019 regular meeting

DISCUSSION:

N/A

ATTACHMENTS:

May 28, 2019 regular meeting

Council Minutes May 28, 2019

STATE OF TEXAS §

COUNTY OF TARRANT §

CITY OF BEDFORD §

The City Council of the City of Bedford, Texas, met in Regular Session at 6:30 p.m. in the Council Chambers of City Hall, 2000 Forest Ridge Drive, on the 28th day of May, 2019 with the following members present:

Jim Griffin	Mayor
Michael Boyter	Councilmembers
Dan Cogan	
Ruth Culver	
Roger Fisher	
Amy Sabol	
Rusty Sartor	

constituting a quorum.

Staff present included:

Brian Bosshardt	City Manager
Cliff Blackwell	Assistant City Manager
Matt Butler	City Attorney
Michael Wells	City Secretary
Sean Fay	Fire Chief
Natalie Foster	Public Information Officer
Wendy Hartnett	Special Events Manager
Don Henderson	Parks Superintendent
Russell Hines	Building Official
Meg Jakubik	Strategic Services Manager
Joey Lankford	Deputy Fire Chief/Fire Marshal
Bill Syblon	Economic Development Director

REGULAR SESSION 6:30 p.m.

The Regular Session began at 6:30 p.m.

CALL TO ORDER/GENERAL COMMENTS

Mayor Griffin called the meeting to order.

INVOCATION

Reverend Terre McGill with Martin Methodist Church gave the invocation.

PLEDGE OF ALLEGIANCE

The Pledges of Allegiance to the flags of the United States and Texas were given.

ANNOUNCEMENTS/UPCOMING EVENTS

Public Information Officer Natalie Foster reported on upcoming events, including the Twilight Concert Series featuring The Vinyl Stripes and Big Kat Burgers at the Boys Ranch Park on May 31, 2019; a "Yappy Hour" event at the Boys Ranch Park on June 7, 2019; and Clean Air Action Day on June 21, 2019.

OPEN FORUM

Nobody chose to speak during Open Forum.

CONSIDER APPROVAL OF ITEMS BY CONSENT

Motioned by Councilmember Fisher, seconded by Councilmember Cogan, to approve the following item by consent: 1

Motion approved 7-0-0. Mayor Griffin declared the motion carried.

1. **Consider approval of the following City Council minutes:**
   a) May 14, 2019 regular meeting

This item was approved by consent.

COUNCIL RECOGNITION

2. **Employee Service Recognition**

The following employee received recognition for dedicated service and commitment to the City of Bedford:

Jeffrey Scott, Parks Department - 20 years of service

3. **Presentation of a check from the Bedford Public Library Foundation in the amount of $25,395.**

Bedford Public Library Foundation President Patt Dreyer stated the Foundation has been a 501(c)3 non-profit organization for ten years and in that time, has raised approximately $250,000 for the Library. She and members of the Foundation Board presented a check in the amount of $25,395 to Library Director Maria Redburn. Ms. Redburn stated the money would be used to replace the chairs in the Bonnie Finn Room and Technology Center, reupholster other chairs, and to purchase a Discovery Bright-Light Box Wall, Discovery Maker Build Wall, and children's audio books.

NEW BUSINESS

4. **Consider an ordinance of the City of Bedford, Texas amending Chapter 58 - "International Fire Code" of the City of Bedford Code of Ordinances by deleting Sections 58-97 and 58-99 and adding the revised Sections 58-97 and 58-99 thereby adopting the International Fire Code 2018 Edition, and providing certain amendments and deletions thereto; providing a penalty not to exceed two thousand dollars for each offense; providing a severability clause; providing a saving clause; providing a repealing clause; and declaring an effective date.**

Fire Chief Sean Fay stated the International Fire Code is the maintenance portion of the International Building Code. The International Code Council puts out updates to the Code every 36 months, which is reviewed by the North Central Texas Council of Governments (NCTCOG) who then creates local amendments in a process that takes approximately 12 to 18 months. He stated the purpose of adopting the Code is to see to the highest safety levels in Fire Code compliance.

Deputy Fire Chief/Fire Marshal Joey Lankford presented an overview of the recommended changes in the Fire Code, including ceiling clearing for indoor storage, lockdown plans in schools, integrated testing of life safety systems, locking arrangements and delayed egress for schools, rapid shutdown for solar power systems, structural stability of tents, and liquid carbon dioxide monitoring. In response to questions from Council, Deputy Chief Lankford confirmed he did not see a major impact to Fire Department operations or to businesses with the new Code as there are not many changes from the 2015 and 2018 editions. He confirmed the updated regulations in the Code would be triggered when a business applies for a new certificate of occupancy.

Motioned by Councilmember Cogan, seconded by Councilmember Sabol, to approve an ordinance of the City of Bedford, Texas amending Chapter 58 - "International Fire Code" of the City of Bedford Code of Ordinances by deleting Sections 58-97 and 58-99 and adding the revised Sections 58-97 and 58-99 thereby adopting the International Fire Code 2018 Edition, and providing certain amendments and deletions thereto; providing a penalty not to exceed two thousand dollars for each offense; providing a severability clause; providing a saving clause; providing a repealing clause; and declaring an effective date.

Motion approved 7-0-0. Mayor Griffin declared the motion carried.

5. **Consider an ordinance amending Chapter 22 of the City of Bedford Code of Ordinances, "Building and Building Regulations" by repealing Article IV "National Electrical Code" and replacing it with Article IV "National Electrical Code" 2017 edition; providing for the adoption of the "National Electrical Code" 2017 Edition; providing for the adoption of annex chapters; providing for the adoption of regional amendments to the "National Electrical Code" 2017 Edition; providing changing and amending Article IV; providing a penalty of up to $2,000 per day for violations; providing a severability clause; providing a repealing clause; providing a saving clause; and declaring an effective date.**

Economic Development Director Bill Syblon stated the City uses the International Code, the National Electrical Code and the National Fire Code as the base codes to address health and safety concerns for the built environment. The City is operating under the 2014 National Electrical Code, and NCTCOG recommends adopting the 2017 edition with local amendments. Mr. Syblon presented an overview of the recommended changes in the Electrical Code, including new ground-fault circuit interrupter requirements for crawl spaces, receptacle outlets for meeting rooms in commercial spaces, cable bundling, and grouping parallel conductors. In response to questions from Council, Mr. Syblon stated NCTCOG was delayed in vetting the Electrical Code, and confirmed there was no reason not to accept the changes to the Code.

Motioned by Councilmember Fisher, seconded by Councilmember Sartor, to approve of an ordinance amending Chapter 22 of the City of Bedford Code of Ordinances, "Building and Building Regulations" by repealing Article IV "National Electrical Code" and replacing it with Article IV "National Electrical Code" 2017 edition; providing for the adoption of the "National Electrical Code" 2017 Edition; providing for the adoption of annex chapters; providing for the adoption of regional amendments to the "National Electrical Code" 2017 Edition; providing changing and amending

Article IV; providing a penalty of up to $2,000 per day for violations; providing a severability clause; providing a repealing clause; providing a saving clause; and declaring an effective date.

Motion approved 7-0-0. Mayor Griffin declared the motion carried.

6. **Consider an ordinance amending Chapter 22 of the Code of Ordinances of the City of Bedford, Texas, by repealing Article III "International Codes/Amendments", and replacing it with Article III International Codes/Amendments inclusive of the International Building Code 2018 Edition, International Residential Code 2018 Edition, International Mechanical Code 2018 Edition, International Plumbing Code 2018 Edition, International Fuel Gas Code 2018 Edition, International Energy Conservation Code 2018 Edition, International Swimming Pool and Spa Code 2018 Edition; making regional amendments to each of the International Codes adopted hereby; providing a penalty of up to $2,000 per day for violations; providing a severability clause; providing a repealing clause; providing a saving clause; and declaring an effective date.**

Mr. Syblon stated the City is operating under the 2015 edition of the International Codes, and this item is to adopt the 2018 edition, with recommended changes from NCTCOG. He presented an overview of the recommended changes, including those related to medical gas systems, new fire walls to separate building, and occupant load factor for businesses in the International Building Code; the seismic map and townhouse fire separation walls in the International Residential Code; labeling of single user toilets and minimum plumbing fixtures in the International Plumbing Code; kitchen hoods and sealing of duct joints in the International Mechanical Code; appliance shut off valves and plastic vent pipe materials in the International Fuel Gas Code; heated or cooled vestibules and interior and exterior lighting power budgets in the International Energy Conservation Code; and sensory deprivation therapy and standard listing and labeling of water storage tanks in the International Swimming Pool and Spa Code.

Motioned by Councilmember Boyter, seconded by Councilmember Sabol, to approve an ordinance amending Chapter 22 of the Code of Ordinances of the City of Bedford, Texas, by repealing Article III "International Codes/Amendments", and replacing it with Article III International Codes/Amendments inclusive of the International Building Code 2018 Edition, International Residential Code 2018 Edition, International Mechanical Code 2018 Edition, International Plumbing Code 2018 Edition, International Fuel Gas Code 2018 Edition, International Energy Conservation Code 2018 Edition, International Swimming Pool and Spa Code 2018 Edition; making regional amendments to each of the International Codes adopted hereby; providing a penalty of up to $2,000 per day for violations; providing a severability clause; providing a repealing clause; providing a saving clause; and declaring an effective date.

Motion approved 7-0-0. Mayor Griffin declared the motion carried.

7. **Discussion and action regarding the appointment of the Mayor Pro Tem and Board and Commission Liaisons.**

There was discussion on nominations for Mayor Pro Tem and the Council liaison positions on various Boards and Commissions.

Councilmember Sabol nominated Councilmember Boyter as Mayor Pro Tem, which was seconded by Councilmember Culver. Council was of the consensus to appoint Councilmember Boyter as Mayor Pro Tem.

Existing liaisons remained appointed to Boards and Commissions as listed below without notation and newly appointed positions and liaisons are underlined.

Animal Shelter Advisory Board: Councilmember Fisher
Beautification Commission: Councilmember Boyter
Community Affairs Commission: Councilmember Culver
Cultural Commission: Councilmember Sabol
Library Board: Councilmember Cogan
Parks and Recreation Board: Councilmember Sartor
Teen Court Advisory Board: Councilmember Fisher
Trinity River Authority: Mayor Griffin
Audit Committee: Mayor Griffin, Councilmember Fisher, Councilmember Boyter
Industrial Development Authority: Mayor Griffin, Councilmember Cogan, Councilmember Sabol
Economic Development Foundation: Mayor Griffin
Street Improvement Economic Development Corporation: Councilmember Fisher, Councilmember Culver, Councilmember Boyter, Councilmember Sartor
Investment Committee: Councilmember Boyter
Health Facilities Development Corporation: Councilmember Cogan, Councilmember Sabol, Councilmember Fisher

Motioned by Councilmember Fisher, seconded by Councilmember Culver, to approve the Mayor Pro Tem and Council Liaisons as presented.

Motion approved 7-0-0. Mayor Griffin declared the motion carried.

8. Discussion and possible action on the utilization of the Tourism Fund, including but not limited to the Hotel Occupancy Tax. **This item requested by Councilmember Sabol

Councilmember Sabol stated she hoped to achieve an agreement amongst Council about the Tourism Fund. At the previous meeting, Roger Gallenstein and Mike Hathaway on the behalf of ONSTAGE requested one percent of the Fund, discussed how they would spend the money and presented data from a survey of their patrons and members. She felt that a majority of Council favored the proposal by ONSTAGE. She stated the City has touted the belief that art has a place in the community. She discussed cities that provide application funding for the arts through their hotel tax collection, and an article from Forbes magazine about arts being a one-billion-dollar industry that promotes economic development. She believes ONSTAGE sets Bedford apart as no neighboring city has a community theater. She suggested setting aside seven percent of the Tourism Fund to grant funding to the arts, and stated parameters needed to be set for granting the awards. She further suggested Council be responsible for making the decisions to grant funding as opposed to a separate committee, and that the funding only be specifically for Bedford.

City Manager Brian Bosshardt presented an overview of how the Hotel/Motel Occupancy Tax can be used per state law, with the first criteria being it must be used to directly enhance and promote tourism in the convention and hotel industry in Bedford. If the first criteria is met, then the funding can be spent on the following items: convention and visitor information centers, the registration of convention delegates, advertising and promotional programs to attract tourists and convention delegates, promotion of the arts, historical restoration and preservation projects or activities, sporting event expenses which substantially increase economic activity at hotels, funding the enhancement or upgrading of existing sports facilities or sports fields, funding transportation systems for tourism, and signage directing tourists to sights and attractions that are visited frequently by hotel guests in the municipality. Regarding the Tourism Fund, he stated the occupancy tax is projected to be just over $1,000,000 in 2019, with other revenue coming from Old Bedford School rentals and festivals, and expenses going towards City festivals and staff. He stated the feasibility study related to Phase Next and the performing arts would be presented to

Council at their next meeting and he felt the data from that may inform Council's discussion on funding the arts community.

There was discussion on recent state legislation related to the occupancy tax; setting a specific amount of funding instead of a percentage; the funding being managed by an outside foundation; whether community theater meets the first criteria for the use of the occupancy tax; the impact to the City's festivals if funding is set aside for the arts; items in the budget related to contractual services, music licensing, dues and not-for-profit organizations; the Council being responsible for granting awards; whether the City's festivals meet the criteria for use of the occupancy tax; money in the Tourism Fund allocated for salaries and how those salaries are prorated between Tourism and the General Funds; quantifying the criteria for how the occupancy tax can be used; quarterly reporting to the State Comptroller; reviewing what other cities do as to funding the arts; waiting until the budget process to discuss funding for the arts; potential costs associated in using a third party to manage the funding; and addressing issues related to the use of the occupancy tax.

Mr. Bosshardt stated he would report to Council regarding the use of the occupancy tax at their meeting on July 9, 2019, and there was further discussion on what Council could do in the meantime. Special Events Manager Wendy Hartnett stated by adding a third-party to the granting options, the City would lose the opportunity to receive grants itself.

9. City Manager/Staff Reports

The City Manager did not give a report.

a) Quarterly Financial Report

Strategic Services Manager Meg Jakubik gave a financial report on the second quarter of the City's fiscal year. She presented information on the General Fund, including a comparison of actual versus budgeted and projected revenue and expenditures, and a comparison of revenues and expenditures from Fiscal Year 2018 and 2019. She presented information on the Water and Sewer Fund, including three-year histories of revenue and expenditures. She presented information on other funds, including Tourism, Stormwater, and the Street Improvement Economic Development Corporation (SIEDC). There was discussion on the Information Systems line item and the effect of the change in the ambulance billing provider. Ms. Jakubik stated sales tax is up approximately 9.5 percent over the previous year.

b) Update on the Library of Things Collection.

Ms. Redburn stated the Library of Things is a collection of non-traditional items available for checkout by the community. The Library received funding in the amount of $3,000 for the collection from Atmos Energy. Based on a survey of patrons, the most popular categories of items were arts and crafts, home, recreation and leisure, and technology, and she gave examples of the most popular items requested. For the collection's pilot program, borrowing would be limited to Bedford residents, Library volunteers and staff. The next steps in the process are to finalize the lending agreement, revise the fee ordinance, catalog items, and develop best practices training guidelines. There was discussion on how the idea of the program came about. In response to questions from Council regarding liability, Ms. Redburn stated borrowers would be required to sign a waiver each time they check out an item. Further, the lending agreement would make it incumbent on the borrower to use an item correctly and the City would not be held liable. She anticipated the program beginning in August. There was discussion on the maintenance of the collection items, what other cities are doing such a collection, charging for broken items, donations of items and funding moving forward.

EXECUTIVE SESSION

a) Pursuant to Section 551.087, receive an update on economic development.

b) Pursuant to Section 551.087, deliberation regarding economic development negotiations relative to Block 1, Lot 1 Whisperwood Center Addition.

c) Pursuant to Section 551.087, deliberation regarding economic development negotiations relative to Plaza Center Addition Lot AR 1A and Bedford Plaza Addition 1989H Blk. A Lot 4B1.

Council convened into Executive Session pursuant to Texas Government Code Section 551.087, receive an update on economic development; Section 551.087, deliberation regarding economic development negotiations relative to Block 1, Lot 1 Whisperwood Center Addition; and Section 551.087, deliberation regarding economic development negotiations relative to Plaza Center Addition Lot AR 1A and Bedford Plaza Addition 1989H Blk. A Lot 4B1, at 8:27 p.m.

Council reconvened from Executive Session at 9:05 p.m. Any necessary action to be taken as a result of the Executive Session will occur during the Regular Session.

10. Mayor/Council Member Reports

Councilmember Fisher reported the Harwood Road and Highway 121 intersection would be closed starting June 3, 2019 for bridge construction. He publicly apologized to Patsy Watson for not responding to her letter regarding Animal Shelter Advisory Board meetings and stated he will get in contact with her.

11. Report on most recent meeting of the following Boards and Commissions:

✓ **Animal Shelter Advisory Board**

No report was given.

✓ **Beautification Commission**

No report was given.

✓ **Community Affairs Commission**

Councilmember Boyter reported Commission met on May 16, 2019 and are coming off a successful residential roundtable held at the Movie Tavern.

✓ **Cultural Commission**

Councilmember Sabol reported the Central Arts of Bedford will hold a finger-painting team exercise on June 17, 2019.

✓ **Library Advisory Board**

Councilmember Boyter stated that it was a privilege to be part of the Board, that there are many tremendous people involved with the Library, and there are many great things they are doing.

✓ **Parks and Recreation Board**

Councilmember Sartor reported progress is being made on the Miracle Park and a status update would be given to Council at a future work session.

✓ **Teen Court Advisory Board**

No report was given.

12. Take any action necessary as a result of the Executive Session.

No action was necessary as a result of the Executive Session.

ADJOURNMENT

Mayor Griffin adjourned the meeting at 9:11 p.m.

_____
Jim Griffin, Mayor

ATTEST:

_____
Michael Wells, City Secretary

AGENDA

Council Agenda Background

PRESENTER: See below **DATE:** 06/11/19

Persons to be Heard

ITEM:

a) Doug Deere, 2008 Memphis, Bedford, Texas 76022 – Requests to speak to Council regarding the lack of follow up on code violations.
b) Sal Caruso, 148 Ravenswood, Bedford, Texas 76022 – Requests to speak to Council regarding the Community Affairs Commission subcommittee format.

DISCUSSION:

N/A

ATTACHMENTS:

Letters of Request

AGENDA

Doug DEERE - code compliance 6-11-19

I wish to discuss the lack of followup on code violations. 817-475-6221

[redacted]

2008 Memphis
Bedford, Tx

AGENDA

Jacobs, Amanda

From: Wells, Michael
Sent: Tuesday, June 4, 2019 12:22 PM
To: Jacobs, Amanda
Subject: FW: CC

Please add this to Persons to be Heard. Thanks.

--
Michael Wells
Office: 817-952-2104

From: Salvatore Caruso [redacted]
Sent: Tuesday, June 4, 2019 11:50 AM
To: Wells, Michael <Michael.Wells@bedfordtx.gov>
Subject: CC

EXTERNAL SENDER

Good morning Michael,
So, I won't be able to make the work session on Tuesday.
I have a presentation to the CC concerning the CAC.
Meg suggested that I should submit to the"persons to be heard" at the regular session.
This is concerning making a change in the subcommittee format.
Please advise me if this is the way to handle this.

Thanks,

Sal Caruso

AGENDA

Council Agenda Background

PRESENTER: Kenny Overstreet, Public Works Director
Paul Rosalez, Environmental Specialist

DATE: 06/11/19

Council Mission Area: Be responsive to the needs of the community.

ITEM:

Consider an ordinance amending Chapter 118 "Utilities," Article IV "Water Resource Management," Division 2, Section 118-114(b) "Drought Contingency Plan" to adopt the current plan, as attached hereto as Exhibit A and is incorporated herein by reference to the City of Bedford Code of Ordinances, and amending Chapter 118 "Utilities," Article IV "Water Resource Management," Division 3, Section 118-115(b) "Water Conservation Plan" to adopt the current plan, as attached hereto as Exhibit B and is incorporated herein by reference to the City of Bedford Code of Ordinances; providing a severability clause; providing a penalty clause; and declaring an effective date.

City Attorney Review: N/A

SUMMARY:

The Water Conservation Plan and the Drought Contingency Plan are required to be reviewed every five years and updated as necessary, per Texas Commission on Environmental Quality (TCEQ) requirements. In 2007, the Texas Legislature required water systems with more than 3,300 connections to submit a Water Conservation Plan and a Drought Contingency Plan. City staff compiled information and data to create both plans and approval was obtained from City Council in 2009. The Drought Contingency Plan allows for proper protocols and required enforcement to Water Conservation during a drought emergency to be set in motion.

The most recent updates, to both the Water Conservation and the Drought Contingency Plans were approved by City Council in August 2014. Submitted plans for 2019 reflect updated changes, per TCEQ requirements and City ordinances/amendments.

BACKGROUND:

The Texas Commission on Environmental Quality (TCEQ) requires municipalities to develop a Water Conservation Plan and a Drought Contingency Plan according to the Texas Administrative Code Title 30, Part 1, Chapter 228, Subchapters A & B, Rule 288 – Water Conservation Plan and Drought Contingency Plan. The current ordinances allow for the plans to change from time to time. The Water Conservation Plan and the Drought Contingency Plan were last updated on August 26, 2014.

The 2019 Water Conservation Plan submission includes adjustments to basic formatting, as well as the following:

Title	Location	Change
Introduction and Objectives	Sec 1.0, Pg 1	Texas Water Development Board population prediction updates
Metering of Customer and Public Uses and Meter Testing, Repair and Replacement.	Sec 5.2, Pg 6	AMR installation upgrade, Eyeonwater website synopsis and AMR statistics
Leak Detection and Repair	Sec 5.5, Pg 7	Statement added regarding State Water Implementation Fund of Texas (SWIFT) loan
Utility Base Rates	Pg 10	Updated Utility Base Rates

Draft TRWD Water Conservation Measures to Assist Customers	Pg 13 - 16	Water conservation measures for customers
Texas Administrative Code Title 30, Part I, Chapter 288, Subchapter A, Rule §288.1	Appendix B	Change to provisions under Texas Water Code (TWC), §13.146 for the TCEQ to require retail public utilities that provide potable water to 3,300 or more connections to: 1) Designate a person as the water conservation coordinator responsible for implementing the water conservation plan; and 2) Identify, in writing, the water conservation coordinator to the executive administrator of the Board
Texas Administrative Code Title 30, Part I, Chapter 288, Subchapter A, Rule §288.2	Appendix B	Change to require that the Texas Water Development Board and the TCEQ, in consultation with the Water Conservation Advisory Council (WCAC), develop a uniform, consistent methodology and guidance for calculating and reporting water use and conservation.
Utility Profile and Water Conservation Plan Requirements for Municipal Water Use By Retail Public Water Suppliers	Appendix C	Updated with current Population statistics, Consumer Data, Water Use Data for Service Area, Water Supply System Data and Wastewater System Data
Ordinance No. 19-3255	Appendix D	Updated to reflect use of International Plumbing Code 2018 Edition
Letter to Region C Water Planning Group	Appendix E	Updated to include the 2019 letter to the Region C Water Planning Group
Ordinance No. 14-3100	Appendix F	Update to include ordinance adopting the 2014 Water Conservation Plan

The 2019 Drought Contingency Plan submission includes adjustments to basic formatting, as well as the following:

Title	Location	Change
Water System Profile	Sec 3, Pg 2	Updated population projections and City statistics
Drought and Emergency Response Stages	Sec 4.4, Pg 6	Included a list of Drought Tolerant Plants
Texas Administrative Code Title 30, Part I, Chapter 288, Subchapter A, Rule §288.2	Appendix B	Change to require that the Texas Water Development Board and the TCEQ, in consultation with the Water Conservation Advisory Council (WCAC), develop a uniform, consistent methodology and guidance for calculating and reporting water use and conservation.
Letter to Region C Water Planning Group	Appendix C	Updated to include the 2019 letter to the Region C Water Planning Group

TCEQ requires the plans to be reviewed every five years and updated as necessary. Both plans have been submitted to TCEQ by the required May 1, 2019 date.

RECOMMENDATION:

Staff recommends the following motion:

Approval of an ordinance amending Chapter 118 "Utilities," Article IV "Water Resource Management," Division 2, Section 118-114(b) "Drought Contingency Plan" to adopt the current plan, as attached hereto as Exhibit A and is incorporated herein by reference to the City of Bedford Code of Ordinances, and amending Chapter 118 "Utilities," Article IV "Water Resource Management," Division 3, Section 118-115(b) "Water Conservation Plan" to adopt the current plan, as attached hereto as Exhibit B and is incorporated herein by reference to the City of Bedford Code of

Ordinances; providing a severability clause; providing a penalty clause; and declaring an effective date.	
FISCAL IMPACT: **N/A**	**ATTACHMENTS:** **Ordinance** **Red-lined Drought Contingency Plan** **Red-lined Water Conservation Plan** **PowerPoint Presentation**

AGENDA

ORDINANCE NO. 19-

AN ORDINANCE AMENDING CHAPTER 118 "UTILITIES," ARTICLE IV "WATER RESOURCE MANAGEMENT," DIVISION 2, SECTION 118-114(B) "DROUGHT CONTINGENCY PLAN" TO ADOPT THE CURRENT PLAN, AS ATTACHED HERETO AS EXHIBIT A AND IS INCORPORATED HEREIN BY REFERENCE TO THE CITY OF BEDFORD CODE OF ORDINANCES, AND AMENDING CHAPTER 118 "UTILITIES," ARTICLE IV "WATER RESOURCE MANAGEMENT," DIVISION 3, SECTION 118-115(B) "WATER CONSERVATION PLAN" TO ADOPT THE CURRENT PLAN, AS ATTACHED HERETO AS EXHIBIT B AND IS INCORPORATED HEREIN BY REFERENCE TO THE CITY OF BEDFORD CODE OF ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY CLAUSE; AND DECLARING AN EFFECTIVE DATE.

WHEREAS, the City Council of Bedford, Texas (the City) recognizes that a Drought Contingency Plan and Water Conservation Plan are necessary for the health and safety of its citizens due to drought conditions that may directly affect the City's ability to supply potable water; and,

WHEREAS, the Water Code and the regulation of the Texas Commission on Environmental Quality requires that the City adopt a Drought Contingency Plan and Water Conservation Plan; and,

WHEREAS, the City has determined an urgent need in the best interest of the public to adopt a Drought Contingency Plan and Water Contingency Plan; and,

WHEREAS, pursuant to Chapter 54 of the Local Government Code, the City is authorized to adopt such Ordinances as necessary to preserve and conserve its water resources.

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

SECTION 1. **That the findings above are found to be true and correct, and are incorporated herein.**

SECTION 2. **That the City of Bedford Code of Ordinances Chapter 118, "Utilities," Article IV "Water Resource Management," Division 2, Section 118-114(b) "Drought Contingency Plan" is amended, as attached hereto as Exhibit A and is incorporated herein by reference to the City of Bedford Code of Ordinances.**

SECTION 3. **That the City of Bedford Code of Ordinances Chapter 118, "Utilities," Article IV "Water Resource Management," Division 3, Section 118-115(b) "Water Conservation Plan" to amended, as attached hereto as Exhibit B and is incorporated herein by reference to the City of Bedford Code of Ordinances.**

SECTION 4. **That any person violating any of the provisions of this ordinance shall be deemed guilty of a misdemeanor, and upon conviction thereof, shall be fined the maximum amount allowed by law and/or discontinuance of water service by the City. A separate offense shall be deemed committed upon each day during or on which a violation occurs or continues.**

SECTION 5. **That if any section, article, paragraph, sentence, clause, phrase or word in this ordinance, or application thereto to any person or circumstance, is held invalid or unconstitutional by a Court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of the Ordinance; and the City Council hereby declares it would have passed such remaining portion of the Ordinance despite such invalidity, which remaining portions shall remain in full force and effect.**

SECTION 6. **That this ordinance shall become effective from and after its passage and publication as required by law.**

ORDINANCE NO. 19-

PRESENTED AND PASSED this 11th day of June, 2019, by a vote of __ ayes, __ nays, and __ abstentions, at a regular meeting of the City Council of the City of Bedford, Texas.

_____
Jim Griffin, Mayor

ATTEST:

_____
Michael Wells, City Secretary

APPROVED AS TO FORM:

_____
Stan Lowry, City Attorney

AGENDA

DROUGHT CONTINGENCY PLAN FOR THE CITY OF BEDFORD

MAY 2009

Revised: April 2019

Kenneth Overstreet
Public Works Director

Paul Rosalez
Environmental Specialist

City of Bedford
Public Works Department
1813 Reliance Pkwy
Bedford, TX 76021
(817) 952-2200

ACKNOWLEDGEMENTS

This Drought Contingency Plan is based on the model Drought Contingency Plan prepared by the Tarrant Regional Water District (TRWD). The TRWD adapted the plan to maintain a consistent and regional approach to drought contingency strategies. This plan was prepared pursuant to Texas Commission on Environmental Quality rules. Some material is based on the existing emergency water management plans for the City of Bedford.

Questions regarding this Drought Contingency Plan should be addressed to the following:

Kenneth Overstreet
City of Bedford
Public Works
Director
(817) 952-2200
Kenneth.overstreet@bedfordtx.gov

Paul Rosalez
City of Bedford
Public Works
Environmental Specialist
(817) 952-2200
Paul.rosalez@bedfordtx.gov

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APPENDIX C	**Letter to Region C Water Planning Group**
APPENDIX D	**Adoption of Drought Contingency Plan** • Municipal Ordinance Adopting Drought Contingency Plan

Drought Contingency Plan
City of Bedford
April 2019

1. INTRODUCTION AND OBJECTIVES

The purpose of this Drought Contingency Plan (subsequently referred to as the Plan) is as follows:

- To conserve the available water supply in times of drought and emergency
- To maintain supplies for domestic water use, sanitation, and fire protection
- To protect and preserve public health, welfare, and safety
- To minimize the adverse impacts of water supply shortages
- To minimize the adverse impacts of emergency water supply conditions

2. TEXAS COMMISSION ON ENVIRONMENTAL QUALITY RULES

The TCEQ rules governing development of Drought Contingency Plans for public water suppliers are contained in Title 30, Part 1, Chapter 288, Subchapter B, Rule 288.20 of the Texas Administrative Code, which is included in Appendix B.

The TCEQ rule Title 30, Part 1, Chapter 288, Subchapter A, Rule 288.1(4) defines a drought contingency plan as "a strategy or combination of strategies for temporary supply and demand management responses to temporary and potentially recurring water supply shortages and other water supply emergencies".

3. WATER SYSTEM PROFILE

The City purchases treated water from the Trinity River Authority (TRA) via the Tarrant County Water Supply Project (TCWSP) plant on Trinity Boulevard. TRA obtains surface water to supply the TCWSP through a contract with Tarrant Regional Water District (TRWD) from Lake Arlington. In addition, TRA has an agreement to obtain treated water from the City of Fort Worth, and as conditions and opportunities permit, TRA is able to schedule deliveries to its customers in order to accommodate individual customer needs. Thus, the total capacity referenced herein includes the supply available from the TCWSP and the quantities available from Fort Worth and/or any other sources which may become available. It is understood that TRA will manage the total supply available to meet as much of the existing needs of all its customers as possible before taking actions to declare emergencies and/or make pro rata allocations.

The TCWSP plant was originally established in 1974 and provides treated water to four Contracting Cities in addition to the City of Bedford. The ~~Project~~ TCWSP serves a population numbering over 180,000 and operates at a system capacity of 87 million gallons a day (MGD). The Project provides drinking water to the cities of Bedford, Colleyville and Euless, along with portions of Grapevine and North Richland Hills. The City of Bedford receives approximately 90% of its water through the Project.

The City of Bedford has a population of 49,526 and is expected to grow to a population of 60,166 by the year 2060. Two ground water wells (Simpson Terrace well and Stonegate well) supply approximately 10% of City drinking water and are operated and maintained by City staff. Bedford has about 13,~~903~~ 938 residential connections and ~~796~~ 713 commercial connections for 2018. The City maintains ~~163~~ 192 miles of water mains~~.~~, 1,818 fire hydrants and 2,039 water valves. In addition, three elevated storage tanks and 2 pressure plane tanks are operated and maintained by City staff, as well as one ground storage tank.

The water supply triggers defined in Section 4.4 were provided to Bedford by its wholesaler's water supplier, Tarrant Regional Water District. TRWD selected it triggers after hiring an outside consultant to evaluate where the trigger levels should be for the drought plan to achieve meaningful water savings.

4. DROUGHT CONTINGENCY PLAN

4.1 Provisions to Inform the Public and Opportunity for Public Input

Bedford will provide opportunity for public input in the development of this Drought Contingency Plan by the following means:

- Providing written notice of the proposed plan and the opportunity to comment on the plan by posted notice and notice on the City website.
- Making the draft plan available on the City website.
- Providing the draft plan to anyone requesting a copy.
- Holding a public meeting.

4.2 Provisions for Continuing Public Education and Information

Bedford will inform and educate the public about the Drought Contingency Plan by the following means:

- Preparing a bulletin describing the plan and making it available at City Hall and other appropriate locations.
- Making the plan available to the public through the City website.
- Including information about the Drought Contingency Plan on the city Website.

- Notifying local organizations, schools, and civic groups that staff are available to make presentations on the drought contingency plan (usually in conjunction with presentations on water conservation programs).

At any time that the Drought Contingency Plan is activated or the drought stage changes, Bedford will notify local media of the issues, the drought response stage, and the specific actions required of the public. The information will also be publicized on the City website. Billing inserts will also be used as appropriate.

4.3 Initiation and Termination of Drought Response Stages

The provisions of this Plan shall apply to all persons, customers, and property utilizing potable water provided by the City of Bedford. The terms "person" and "customer" as used in this Plan include individuals, corporations, partnerships, associations, and all other legal entities. The Plan does not apply to locations using treated wastewater effluent, private wells or possessing their own water rights in the Trinity River; however, any pond, impoundment, water body, or other water source that is supplemented, or has the ability to supplement supply, with potable water shall adhere to the provisions of this plan.

Initiation of a Drought Response Stage

The City Manager or official designee may order the implementation of a drought response stage or water emergency when one or more of the trigger conditions is met. The following actions will be taken when a drought stage is initiated:

- The public will be notified through local media and the City of Bedford website, as described in Section 4.2.
- TRWD will be notified by telephone with a follow-up letter, e-mail, or fax that provides details of the reasons for initiation of the drought stage.
- If any mandatory provisions of the Drought Contingency Plan are activated, the Bedford Public Works Department shall notify the Executive Director of the TCEQ within 5 business days.

Drought stages imposed by TRWD action will be initiated by customers (including indirect customers).

For other trigger conditions, the City Manager or official designee may decide not to order the implementation of a drought response stage or water emergency even though one or more of the trigger criteria for the stage are met. Factors which could influence such a decision include, but are not limited to, the time of the year, weather conditions, the anticipation of replenished water supplies, or the anticipation that additional facilities will become available to meet needs. The reason for this decision should be documented.

Termination of a Drought Stage

The City Manager or official designee may order the termination of a drought response stage or water emergency when the conditions for termination are met or at their discretion. The following actions will be taken when a drought stage is terminated:

- The public will be notified through local media and the City website as described in Section 4.2.
- TRWD will be notified by telephone with a follow-up letter, e-mail, or fax.
- If any mandatory provisions of the Drought Contingency Plan that have been activated are terminated, Bedford will notify the Executive Director of the TCEQ within 5 business days.

The City Manager or official designee may decide not to order the termination of a drought response stage or water emergency; even though the conditions for termination of the stage are met. Factors which could influence such a decision include, but are not limited to, the time of the year, weather conditions, or the anticipation of potential changed conditions that warrant the continuation of the drought stage. The reason for this decision should be documented.

4.4 Drought and Emergency Response Stages

Stage 1, Water Watch

Triggering and Terminating Conditions for Stage 1, Water Watch

- The City of Bedford water demand exceeds 90% of reliable delivery capacity for three consecutive days. The delivery capacity could be City wide or in a specified portion of the system.
- The City of Bedford water treatment or distribution system becomes contaminated.
- The City of Bedford water demand for all or part of the delivery system approaches delivery capacity because delivery capacity is inadequate.
- The City of Bedford water supply system is unable to deliver water due to the failure or damage of major water system components, or due to other criteria, such as energy shortages or outages.
    - Total combined raw water supply in TRWD western and eastern division reservoirs drops below 75% (25% depleted) of conservation storage capacity.
    - Water demand for all or part of the delivery system approaches delivery capacity because delivery capacity is inadequate.
    - Water demand is projected to approach the limit of permitted supply.

- Supply source becomes contaminated.
- Water supply system is unable to deliver water due to the failure or damage of major water system components.
- The City Manager finds that conditions warrant the declaration of a Stage 1 drought.

Subject to preceding paragraphs regarding the Termination of a Drought Response stage, Stage 1, Water Watch, will be terminated when the total combined raw water supply in TRWD's western and eastern division reservoirs exceeds 95% of conservation storage or remains above 85% for 90 consecutive days, whichever occurs first.

Goal for Use Reduction

The goal for water use reduction under Stage 1, Water Watch, is to decrease use by five percent. If circumstances warrant or if requested by TRWD, the City Manager or official designee can set a goal for greater water use reduction.

Water Use Reduction Actions under Stage 1, Water Watch

The City Manager or official designee may order the implementation of any of the actions listed below, as deemed necessary. Measures imposing mandatory requirements on customers require notification to Texas Commission on Environmental Quality (TCEQ). The City of Bedford must notify TCEQ within five business days if any mandatory measures are implemented.

All Water Users

Initiate mandatory restrictions to prohibit non-essential water use as follows:

- Prohibit hosing of paved areas, such as sidewalks, driveways, parking lots, tennis courts, patios, or other impervious surfaces, except to alleviate an immediate health or safety hazard.
- Prohibit hosing of buildings or other structures for purposes other than fire protection.
- Prohibit using water in such a manner as to allow runoff or other waste, including failure to repair a controllable leak within a reasonable period of time after having been given notice to repair such leak. Types of leaks include a broken sprinkler head, a leaking valve, leaking or broken pipes, or a leaking faucet.
- Prohibit outdoor watering with sprinklers or irrigation systems between 10 a.m. and 6 p.m.
- Limit landscape watering with sprinklers or irrigation systems at each service address to twice per week.
    - Residential addresses ending in an even number (0, 2, 4, 6, or 8) may water on Wednesdays and Saturdays.

- Residential addresses ending in an odd number (1, 3, 5, 7, or 9) may water on Thursdays and Sundays.
- All non-residential locations (apartment complexes, businesses, industries, parks, medians, etc.) may water on Tuesdays and Fridays.
- Water system recovery day with no outdoor watering on Mondays.

Exceptions:

- Foundations may be watered up to two hours on any day using a handheld hose, soaker hose or drip irrigation system placed within 24 inches of the foundation that does not produce a spray of water above the ground.
- Newly installed shrubs (first year) and trees (two years) may be watered up to two hours on any day by handheld hose, drip irrigation, a soaker hose or tree bubbler. Tree watering is limited to an area not to exceed the drip line of a tree.
- Skinned areas of sports fields may be watered as needed for dust control.
- Washing of any motor vehicle, motorbike, boat, trailer, airplane, or other vehicle shall be limited to the use of a hand-held bucket or a hand-held hose equipped with a positive shutoff nozzle for quick rinses. Vehicle washing may be done at any time on the premises of a commercial car wash or commercial service station. Further, such washing may be exempt from these requirements if the health, safety, and welfare of the public are contingent upon frequent vehicle cleansing, such as garbage trucks and vehicles used to transport food and perishables.
- Encourage reduction in frequency of draining and refilling swimming pools.
- Encourage use of Texas native and drought tolerant plants in landscaping.

Drought Tolerant Plants:

- **Trees:** Texas Ash, Desert Willow, Live Oaks, Red Oaks and Chinquapin Oak
- **Shrubs:** Agave, yucca and Texas Sotol
- **Flowers:** Columbine, Blackfoot Daisy and Coreopis
- **Grasses:** Zoysia, Mexican Feather Grass and Maldengrass

City and Local Governments

In addition to actions listed above:

- Review conditions and problems that caused Stage 1. Take corrective action.
- Identify and encourage voluntary reduction measures by high-volume water users through water use audits.

- Increase public education efforts on ways to reduce water use.
- Intensify leak detection and repair efforts.
- Increase enforcement efforts.
- Audit all city irrigation systems to ensure proper condition, settings, and operation.
- Landscape watering of municipal parks and athletic fields is restricted to a twice a week watering schedule; or twice per week per irrigation station if a variance is granted by the Public Works Director or official designee.

  Exceptions:

  - Watering of athletic fields (field only, does not include surrounding landscape areas) used for organized sports practice, competition, or exhibition events may occur as necessary to protect the health and safety of the players, staff, or officials present for athletic events. Encouraged to reduce water use by five percent.
  - Reduce non-essential water use. As used herein, non-essential water uses are those that do not have any health or safety impact and are not needed to meet the core function of the agency.
  - Notify wholesale customers of actions being taken and request them to implement the same drought stage and measures.

Commercial or Industrial

- All actions listed above for all water users apply to commercial and industrial users.
- Landscape watering of parks and athletic fields is restricted to a twice a week watering schedule; or twice per week per irrigation station if a variance is granted by the Public Works Director or official designee. (See Stage 1 exceptions to outdoor watering restrictions in all water users category for facilities with large multi-station irrigation systems.)

  Exceptions:

  - Watering of athletic fields (field only, does not include surrounding landscape areas) used for organized sports practice, competition, or exhibition events may occur as necessary to protect the health and safety of the players, staff, or officials present for athletic events. Encouraged to reduce water use by five percent.
  - Stock at commercial plant nurseries is exempt from Stage 1 watering restrictions.
  - Car wash facilities must keep equipment in good working order, which should include regular inspections to be sure there are no leaks, broken or misdirected nozzles, and that all equipment is operating efficiently.

    - Hotels, restaurants, and bars are encouraged to serve drinking water to patrons per request only.
- Hotels are encouraged to implement laundry conservation measures by encouraging patrons to reuse linens and towels.
- All commercial and industrial customers are encouraged to audit irrigation systems to ensure proper condition, settings, and operation. If irrigation audit or repair occurs during restricted watering times or days, a sign indicating such work is taking place must be placed in public view until job is completed.

Stage 2, Water Warning

Triggering and Terminating Conditions for Stage 2, Water Warning

- The City of Bedford water demand exceeds 95% of reliable delivery capacity for two consecutive days. The delivery capacity could be citywide or in a specified portion of the system.
- The City of Bedford demand for all or part of the delivery system equals or exceeds delivery capacity because delivery capacity is inadequate.
- The City of Bedford water treatment of distribution system becomes contaminated.
- The City of Bedford water supply system is unable to deliver water due to the failure or damage of major water system components, or due to other criteria, such as energy shortages or outages.

    - Total raw water supply in TRWD western and eastern division reservoirs drops below 60% (40% depleted) of conservation storage capacity.
    - Water demand for all or part of the delivery system approaches delivery capacity because delivery capacity is inadequate.
    - Water demand is projected to approach the limit of permitted supply.
    - Supply source becomes contaminated.
    - Water supply system is unable to deliver water due to the failure or damage of major water system components.
    - The City Manager finds that conditions warrant the declaration of a Stage 2 drought.

Subject to preceding paragraphs regarding the Termination of a Drought Response stage, Stage 2, Water Warning, will be terminated when the total combined raw water supply in TRWD's western and eastern division reservoirs exceeds 75% of conservation storage or remains above 70% for 30 consecutive days, whichever occurs first.

Goal for Use Reduction

The goal for water use reduction under Stage 2, Water Warning, is to decrease use by ten percent. If circumstances warrant, the City Manager or official designee can set a goal for greater water use reduction.

Actions Available under Stage 2, Water Warning

The City Manager or official designee shall implement any actions listed below as deemed necessary. Measures imposing mandatory requirements on customers require notification to TCEQ. The City of Bedford must notify TCEQ within five business days if any mandatory measures are implemented:

- Continue actions under Stage 1.
- Require customers to initiate Stage 2 in their Drought Contingency Plans.
- Initiate engineering studies to evaluate water supply alternatives should condition worsen.

All Water Users

- Limit landscape watering with sprinklers or irrigation systems at each service address to once every seven days. (Exceptions: Foundations, new plantings (first year) of shrubs, and trees may be watered on any day by handheld hose, drip irrigation, or a soaker hose. Restrictions do not apply to locations using treated wastewater effluent for irrigation).
- Prohibit use of water for dust control, except as required to protect public health.
- Restrict the operation of ornamental fountains or ponds that use potable water except where necessary to support aquatic life or where such fountains or ponds are equipped with a recirculation system.
- Encourage the public to wait until the current drought or emergency situation has passed before establishing new landscaping.

  Exceptions:

  - Watering with a handheld hose, soaker hose or drip irrigation may occur any day and any time.
  - Foundations, new plantings (first year) of shrubs, and trees may be watered on any day by handheld hose, drip irrigation, or a soaker hose.
  - Variances may be available through the Public Works Director or official designee for the following:
  - All users are encouraged to wait until the current drought or emergency situation has passed before establishing new landscaping. Variances granted for establishing new turf grass or landscaping will be for a

maximum of 30 days from the date of approval then maximum of once-per-week watering schedule applies.

- Variances do not apply to the installation of cool season grasses (over seeding).

City and Local Governments

In addition to actions listed above:

- Continue to initiate any actions available under Stage 1.
- Review conditions or problems that caused Stage 2. Take corrective action.
- Increase frequency of media releases on water supply conditions.
- Further accelerate public education efforts on ways to reduce water use.
- Landscape watering of municipal parks and athletic fields is restricted to once-per-week schedule; or once-per- week per irrigation station if a variance is granted by the Public Works Director or official designee. (See Stage 1 exceptions to outdoor watering restrictions in all water users category for facilities with large multi-station irrigation systems.)

Exceptions:

- Watering of athletic fields (field only, does not include surrounding landscape areas) used for organized sports practice, competition, or exhibition events may occur as necessary to protect the health and safety of the players, staff, or officials present for athletic events. Encouraged to reduce water use by ten percent.
- Eliminate non-essential water use. As used herein, non-essential water uses are those that do not have any health or safety impact and are not needed to meet the core function of the agency.
- Prohibit wet street sweeping.
- Notify wholesale customers of actions being taken and request them to implement the same drought stage and measures.

Commercial or Industrial

- All actions listed above for all water users apply to commercial and industrial users.
- Landscape watering of parks and athletic fields is restricted to once-per-week schedule; or once-per- week per irrigation station if a variance is granted by the Public Works Director or official designee. (See Stage 1 exceptions to outdoor

watering restrictions in all water users category for facilities with large multi-station irrigation systems.)

Exceptions:

- Watering of athletic fields (field only, does not include surrounding landscape areas) used for organized sports practice, competition, or exhibition events may occur as necessary to protect the health and safety of the players, staff, or officials present for athletic events. Encouraged to reduce water use by ten percent.

- Use of water from fire hydrants for any purpose other than firefighting related activities, or other activities necessary to maintain public health, safety and welfare requires a variance issued by the Public Works Director. Fire hydrant use may be limited to only designated hydrants. Upon the declaration of this drought stage, all holders of a Water Fire Hydrant Meter Agreement are required to apply for a variance as set forth in this plan. If the conditions allow, as determined by the Public Works Director, the use of water from hydrants may continue until the Public Works Director of his/her designee issues a determination on the petition for variance. If conditions do not allow, the Public Works Director may require all fire hydrant meters to be immediately returned from the field, pending determination of each petition for variance.

Stage 3, Water Emergency

Triggering and Terminating Conditions

- The City of Bedford water demand exceeds 98% of reliable delivery capacity for one day. The delivery capacity could be citywide or in a specified portion of the system.
- The City of Bedford demand for all or part of the delivery system exceeds delivery capacity because delivery capacity is inadequate.
- The City of Bedford water treatment or distribution system becomes contaminated.
- The City of Bedford water supply system is unable to deliver water due to the failure or damage of major water system components, or due to other criteria, such as energy shortages or outages.

The TRWD has initiated Stage 3, Water Emergency, which may be initiated by one or more of the following reasons:

- Total raw water supply in TRWD western and eastern division reservoirs drops below 45% (55% depleted) of conservation storage.
- Water demand system exceeds the amount that can be delivered to customers.

- Water demand for all or part of the TRWD delivery system approaches delivery capacity because delivery capacity is inadequate.
- One or more of TRWD's water supply sources has become limited in availability.
- Water demand is projected to approach the limit of permitted supply.
- Supply source becomes contaminated.
- Water supply system is unable to deliver water due to the failure or damage of major water system components.
- The City Manager finds that conditions warrant the declaration of a Stage 3 drought.

Subject to preceding paragraphs regarding the Termination of a Drought Response stage, Stage 3, Water Emergency, will be terminated when the total combined raw water supply in TRWD's western and eastern division reservoirs exceeds 60% of conservation storage or remains at or above 55% for 30 consecutive days, whichever occurs first.

Goals for Use Reduction

The goal for water use reduction under Stage 3, Water Emergency, is to decrease use by twenty percent. If circumstances warrant or if required by TRWD, the City Manager or official designee can set a goal for a greater water use reduction.

Water Use Reduction Actions under Stage 3, Water Emergency

The City Manager or official designee can order the implementation of any of the actions listed below, as deemed necessary. Measures imposing mandatory requirements on customers require notification to TCEQ. The supplier must notify TCEQ within five business days if any mandatory measures are implemented:

- Continue actions available under Stages 1 and 2.
- Require customers to initiate Stage 3 in their drought contingency plans.

All Water Users

- Prohibit all outdoor watering with hose-end sprinklers and automatic irrigation systems.

  Exceptions:

  - Watering with hand-held hose, soaker hose or drip irrigation system may occur any day and any time.

- Watering of trees and structural foundations may occur and day and any time by means of handheld hose, soaker hose, or drip irrigation.
- Restrictions do not apply to well water, reclaimed water, or other alternative water sources.
- Irrigation of new landscapes and/turf grass installations is prohibited by means of automatic irrigation system or hose-end sprinkler. Variances may be granted for those landscape projects started prior to the initiation of Stage 3 drought restrictions. However, variances will not be granted for the irrigation of new landscape and/or turf grass installations after the initiation of Stage 3 restrictions.
- Prohibit washing of paved areas by any means except where a variance is granted to alleviate a possible public health and safety risk. Any pressure/power washing activities must be performed by a professional pressure/power washing service provider utilizing high efficiency equipment and a vacuum recovery system where possible.
- Prohibit hosing of buildings or other structures for the purpose other than fire protection or surface preparation prior to painting with high-pressure equipment. Services must performed by a professional pressure/power washing service provider utilizing high efficiency equipment and a vacuum recovery system where possible.
- Vehicle washing is restricted to commercial car washes, commercial service stations, or professional washing services only. This includes home and charity car washing. The washing of garbage trucks and vehicles used to transport food and/or other perishables may take place as necessary for health, sanitation, or public safety reasons.
- Prohibit the operation of ornamental fountains or ponds that use potable water except where necessary to support aquatic life or water quality.
- Prohibit permitting of private pools. Pools already permitted may be completed and filled. Existing private and public pools may add water to maintain pool levels, but may not be drained and refilled.

City and Local Governments

In addition to actions listed above:

- Continue or initiate any actions available under Stage 1 and 2.
- Review conditions or problems that caused Stage 3. Take corrective action.
- Increase frequency of media releases explaining emergency situation and/or water supply conditions.

- Landscape watering at municipal parks and sports fields is prohibited. Variances may be granted by the water provider under special circumstances.

  Exceptions:

  - Variances may be available for watering of athletic fields (field only, does not include surrounding landscape areas) used for organized sports, practice, competition, or exhibition events to protect health and safety of the players, staff, or officials present for the athletic event.
  - Institute a mandated reduction in deliveries to all customers. Such a reduction will be distributed as required by Texas Water Code §11.039.
  - If TRWD has imposed a reduction in water available to customers, impose the same percent reduction on wholesale customers.

Commercial or Industrial

- All actions listed above for all water users apply to commercial and industrial users. Landscape watering of municipal parks and athletic fields is prohibited. Variances may be granted by the water provider under special circumstances.

  Exceptions:

  - Variances may be available for watering of athletic fields (field only, does not include surrounding landscape areas) used for organized sports, practice, competition, or exhibition events to protect health and safety of the players, staff, or officials present for the athletic event.
  - Commercial water users may be required to reduce water use by a set percentage as determined by the Director of Public Works.

4.5 Procedures for Granting Variances to the Plan

The City Manager or official designee may grant temporary variances for existing water uses otherwise prohibited under this Drought Contingency Plan to a customer if one or more of the following conditions are met:

- Failure to grant such a variance would cause an emergency condition adversely affecting health, sanitation, or fire safety for the public or the person requesting the variance.
- Compliance with this plan cannot be accomplished due to technical or other limitations.
- Alternative methods that achieve the same level of reduction in water use can be implemented.

Variances shall be granted or denied at the discretion of the City Manager or official designee. All petitions for variances should be in writing and should include the following information:

- Name and address of the petitioner(s)
- Purpose of water use
- Specific provisions from which relief is requested
- Detailed statement of the adverse effect of the provision from which relief is requested
- Description of the relief requested
- Period of time for which the variance is sought
- Alternative measures that will be taken to reduce water use
- Other pertinent information.

4.6 Procedures for Enforcing Mandatory Water Use Restrictions

Mandatory water use restrictions may be imposed in Stages 1, 2, and 3 drought stages. These mandatory water use restrictions will be enforced by warnings and penalties as follows:

- On the first violation, customers will be given a written warning that they have violated the mandatory water use restriction.
- On the second and subsequent violations, citations may be issued to customers, with minimum and maximum fines established by ordinance.
- After two violations have occurred, the City of Bedford may install a flow restrictor in the line to limit the amount of water that may pass through the meter in a 24-hour period.
- After three violations have occurred, the utility may cut off water service to the customer.

Appendix D contains a copy of the City of Bedford ordinance adopting this Plan and the enforcement actions and penalties.

4.7 Coordination with the Regional Water Planning Group and TRWD

Appendix C includes a copy of a letter sent to the Chair of the Region C Planning Group, General Manager of TRWD and the TCEQ upon adoption of this Plan.

4.8 Review and Update of Drought Contingency Plan

As required by TCEQ rules, Bedford will review this Drought Contingency Plan in 2024 and every five years thereafter. The plan will be updated as appropriate based on new or updated information.

APPENDIX A

LIST OF REFERENCES

Appendix A
List of References

(1) Title 30 of the Texas Administrative Code, Part 1, Chapter 288, Subchapter A, Rules 288.1 and 288.5, and Subchapter B, Rule 288.22, downloaded from http://www.tceq.state.tx.us/assets/public/legal/rules/rules/pdflib/288a.pdf, March 2007.

The TRWD model drought contingency plan used in developing this plan was largely adapted from the following two plans:

- North Texas Municipal Water District: "Model Drought Contingency Plan for North Texas Municipal Water District Member Cities and Customers," prepared by Freese and Nichols, Inc., Fort Worth, August 2004 with revisions in April 2006.
- Tarrant Regional Water District: "2014 TRWD Model Drought Contingency Plan," adopted by the Board of Directors, Fort Worth, May 2005 with revisions in May 2007.
- Texas Commission on Environmental Quality Water Conservation Implementation Report. https:/www.tceq.gov/assets/public/permitting/forms/20645.pdf
- Title 30 of the Texas Administrative Code, Part 1, Chapter 288, Subchapter A, Rules 288.1 and 288.5 and Subchapter B, Rule 288.2, downloaded from http://texreg.sos.state.tx.us/public/readac$ext.ViewTAC?tac_view=4&ti=30&pt=1&ch=288, November 2019.
- Water Conservation Implementation Task Force: "Texas Water Development Board Report 362, Water Conservation Best Management Practices Guide," prepared for the Texas Water Development Board, Austin, November 2004.
- Texas Water Development Board, Texas Commission on Environmental Quality, Water Conservation Advisory Council: Guidance and Methodology for Reporting on Water Conservation and Water Use, December 2012.
- Freese and Nichols, INC: Model Water Conservation Plan for NTMWD Members Cities and Customers, prepared for the North Texas Municipal Water District, Fort Worth, March 2014.
- Definition developed by Freese and Nichols, Inc.
- Freese and Nichols , Inc. Alan Plummer and Associates, CP & Y, Inc. and Cooksey Communications. "2011 Region C Regional Water Plan"
- Texas Commission on Environmental Quality: "Drought Contingency Plan for a Retail Public Water Supplier," accessed online at http://www.tceq.texas.gov/assets/public/permitting/watersupply/drought/20191.doc, June 2014.

~~The following conservation and drought contingency plans and related documents were reviewed in the development of this plan. References marked with a * were used heavily in the development of this plan.~~

- ~~*City of Dallas Water Utilities Department: "City of Dallas Water Management Plan," adopted by the City Council, Dallas, September 1999.~~
- ~~*City of Dallas Water Utilities Department: "City of Dallas Water Conservation Plan," adopted by the City Council, Dallas, September 1999.~~
- ~~*City of Fort Worth: "Water Conservation plan for the City of Fort Worth," Fort Worth, August 1999.~~
- ~~*City of Fort Worth: "Emergency Water Management Plan for the City of Fort Worth," Fort Worth, August 19, 2003.~~
- ~~*City of Dallas: "City of Dallas Ordinances, Chapter 49, Section 21.1," Dallas, October 1, 2001~~

APPENDIX B

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY RULES ON DROUGHT CONTINGENCY PLANS FOR MUNICIPAL USES BY PUBLIC WATER SUPPLIERS

Texas Administrative Code

TITLE 30	ENVIRONMENTAL QUALITY
PART 1	TEXAS COMMISSION ON ENVIRONMENTAL QUALITY
CHAPTER 288	WATER CONSERVATION PLANS, DROUGHT CONTINGENCY PLANS, GUIDELINES AND REQUIREMENTS
SUBCHAPTER B	DROUGHT CONTINGENCY PLANS
RULE §288.20	Drought Contingency Plans for Municipal Uses by Public Water Suppliers

(a) A drought contingency plan for a retail public water supplier, where applicable, must include the following minimum elements.

(1) Minimum requirements. Drought contingency plans must include the following minimum elements.

(A) Preparation of the plan shall include provisions to actively inform the public and affirmatively provide opportunity for public input. Such acts may include, but are not limited to, having a public meeting at a time and location convenient to the public and providing written notice to the public concerning the proposed plan and meeting.

(B) Provisions shall be made for a program of continuing public education and information regarding the drought contingency plan.

(C) The drought contingency plan must document coordination with the regional water planning groups for the service area of the retail public water supplier to ensure consistency with the appropriate approved regional water plans.

(D) The drought contingency plan must include a description of the information to be monitored by the water supplier, and specific criteria for the initiation and termination of drought response stages, accompanied by an explanation of the rationale or basis for such triggering criteria.

(E) The drought contingency plan must include drought or emergency response stages providing for the implementation of measures in response to at least the following situations:

(i) reduction in available water supply up to a repeat of the drought of record;

(ii) water production or distribution system limitations;

(iii) supply source contamination; or

(iv) system outage due to the failure or damage of major water system components (e.g., pumps).

(F) The drought contingency plan must include specific, quantified targets for water use reductions to be achieved during periods of water shortage and drought. The entity preparing the plan shall establish the targets. The goals established by the entity under this subparagraph are not enforceable.

(G) The drought contingency plan must include the specific water supply or water demand management measures to be implemented during each stage of the plan including, but not limited to, the following:

(i) curtailment of non-essential water uses; and

(ii) utilization of alternative water sources and/or alternative delivery mechanisms with the prior approval of the executive director as appropriate (e.g., interconnection with another water system, temporary use of a non-

municipal water supply, use of reclaimed water for non-potable purposes, etc.).

(H) The drought contingency plan must include the procedures to be followed for the initiation or termination of each drought response stage, including procedures for notification of the public.

(I) The drought contingency plan must include procedures for granting variances to the plan.

(J) The drought contingency plan must include procedures for the enforcement of mandatory water use restrictions, including specification of penalties (e.g., fines, water rate surcharges, discontinuation of service) for violations of such restrictions.

(2) Privately-owned water utilities. Privately-owned water utilities shall prepare a drought contingency plan in accordance with this section and incorporate such plan into their tariff.

(3) Wholesale water customers. Any water supplier that receives all or a portion of its water supply from another water supplier shall consult with that supplier and shall include in the drought contingency plan appropriate provisions for responding to reductions in that water supply.

(b) A wholesale or retail water supplier shall notify the executive director within five business days of the implementation of any mandatory provisions of the drought contingency plan.

(c) The retail public water supplier shall review and update, as appropriate, the drought contingency plan, at least every five years, based on new or updated information, such as the adoption or revision of the regional water plan.

Source Note: The provisions of this §288.20 adopted to be effective February 21, 1999, 24 TexReg 949; amended to be effective April 27, 2000, 25 TexReg 3544; amended to be effective October 7, 2004, 29 TexReg 9384

APPENDIX C
LETTER TO REGION C WATER PLANNING GROUP

CITY OF BEDFORD TEXAS

May 1, 2019

Ms. Jody Puckett
Chair, Region C Water Planning Group
North Texas Municipal Water District
P.O. Box 2408
Wylie, TX 75098-2406

Dear Ms. Puckett:

Enclosed you will find a copy of the City of Bedford Water Conservation and Drought Contingency Plans. These plans are submitted to the Region C Water Planning Group, in accordance with the Texas Water Development Board and Texas Commission on Environmental Quality Rules. The attached plan will be presented to the City of Bedford City Council on May 14, 2019.

Sincerely,

Kenneth Overstreet, Public Works Director
City of Bedford
(817) 952 - 2200

1813 Reliance Parkway – Bedford, Texas 76021 – (817) 952-2200 – www.bedfordtx.gov
We are an Equal Opportunity / Affirmative Action Employer

APPENDIX D

ORDINANCE ADOPTING DROUGHT CONTINGENCY PLAN

ORDINANCE NO. 09-2925

AMENDMENT NO. 11-3004

AMENDMENT NO. 14-3100

ORDINANCE NO. 09-2925

AN ORDINANCE AMENDING CHAPTER 118 "UTILITIES", ARTICLE IV "RESTRICTIONS ON OUTDOOR USE OF WATER" OF THE CITY OF BEDFORD CODE OF ORDINANCES, AS AMENDED IN ITS ENTIRETY BY THE ADOPTION OF THE REVISED WATER RESOURCE MANAGEMENT ORDINANCE TO PROMOTE RESPONSIBLE USE OF WATER; PROVIDING FOR A FINE OF UP TO $500 FOR EACH OFFENSE IN VIOLATION OF THE ORDINANCE AND/OR DISCONNECTION OF WATER SERVICE FOR NONCOMPLIANCE WITH THE PROVISIONS OF THE WATER RESOURCE MANAGEMENT ORDINANCE; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND DECLARING AN EFFECTIVE DATE.

WHEREAS, the City of Bedford, Texas (the "City"), recognizes that the amount of water available to its water customers is limited; and,

WHEREAS, the City recognizes that due to natural limitations, drought conditions, system failures and other acts of God which may occur, the City cannot guarantee an uninterrupted water supply for all purposes at all times; and,

WHEREAS, the Water Code and the regulations of the Texas Commission on Environmental Quality (the "Commission") require that the City adopt a Drought Contingency Plan and a Water Conservation Plan; and,

WHEREAS, the City has determined an urgent need in the best interest of the public to adopt a Drought Contingency Plan and Water Conservation Plan; and,

WHEREAS, pursuant to Chapter 54 of the Local Government Code, the City is authorized to adopt such Ordinances necessary to preserve and conserve its water resources.

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

SECTION 1. That all matters stated hereinabove are found to be true and correct and are incorporated herein by reference.

SECTION 2. That the City of Bedford Code of Ordinances Chapter 118 "Utilities", Article IV "Restrictions on Outdoor Use of Water", is hereby amended in its entirety to read as follows:

ARTICLE IV. WATER RESOURCE MANAGEMENT

DIVISION 1. GENERAL PROVISIONS

Section 118-111. Definitions

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning. When not inconsistent with the context, words used in the present tense include the future, words in the plural number include the singular number, and words in the singular number include the plural number. The word "shall" is always mandatory and not merely directory.

***City* is the City of Bedford.**

***Person* is any person, firm, partnership, association, corporation, company, or organization of any kind.**

***TCWSP* is the Tarrant County Water Supply Project.**

TRA is the Trinity River Authority.

TRWD is the Tarrant Regional Water District.

Water is water from the City water system.

Section 118-112. Application of Regulations

The provisions of this article shall apply to all persons using water from the water system of the city. The provisions of this article shall not apply to those functions necessary for the public health, safety and welfare, such as emergency fire protection.

Section 118-113. General Restrictions on Water Use

(a) All new irrigation systems must be in compliance with ordinances 08-2912 and 08-2913 of the City Code of Ordinances, as the same may be from time to time amended, including but not limited to system design and installation requirements and the prohibition of irrigation systems that spray directly onto impervious surfaces or other non-irrigated areas.

(b) Except for hand watering and the use of soaker hoses, it shall be unlawful for any person to irrigate, water, or cause or permit the irrigation or watering of any lawn or landscape located on premises owned, leased, or managed by that person between the hours of 10:00 a.m. and 6:00 p.m. It is an affirmative defense to prosecution that the irrigation or watering of any lawn or landscape during the prohibited time was done for the purpose of establishing hydromulch, grass sod, grass seed; dust control for sport fields; or for the maintenance, repair, or testing of an irrigation system. The escape of water through defective plumbing, which shall mean the knowing permission for defective plumbing to remain out of repair, is hereby prohibited.

DIVISION 2. DROUGHT CONTINGENCY PLAN

Section 118-114. Emergency Water Restrictions

(a) Purpose and scope. The purpose of this section is to establish the city's policy in the event of shortages or delivery limitations in the city's water supply and to establish water restrictions to be enforced in case of drought or emergency conditions.

(b) Drought contingency plan. The drought contingency plan, as the same may be from time to time amended, is attached hereto as Exhibit A and is incorporated herein by reference.

(c) Authority. The City Manager or official designee is authorized to implement measures prescribed when required by this section and by the drought contingency plan approved by the city council. The Public Works Director is authorized to enforce the measures implemented and to promulgate regulations, not in conflict with this section or state and federal laws, in aid of enforcement.

(d) Initiation of plan stages. When a trigger condition has been reached, the city will notify the public through publication of articles in the Fort Worth Star Telegram and announcements on local radio and television. Signs will also be posted at public places throughout the city such as the library, post office, city hall, etc. Notices will also be posted on the city website.

(e) Duration of stage; change. A stage will remain in effect until the conditions that triggered initiation of the stage have been eliminated. If the stage is initiated because of excessive demands, all initiated actions will remain in effect through September 30 of the year in which they were triggered unless the City Manager or official designee determines that conditions exist that will allow termination of the stage before September 30. Upon recommendation of the Public Works Director, the City Manager or official designee may terminate, upgrade or downgrade the stage. Any such change must be made in the same manner prescribed in subsection (d).

DIVISION 3. WATER CONSERVATION PLAN

Section 118-115 Adoption of Water Conservation Plan

(a) Purpose and scope. The purpose of this section is to establish the city's policy on water conservation measures.

(b) Water conservation plan. The water conservation plan, as the same may be from time to time amended, is attached hereto as Exhibit B and is incorporated herein by reference.

(c) Authority. The City Manager or official designee is authorized to implement measures prescribed when required by this section and by the water conservation plan approved by the city council. The Public Works Director is authorized to enforce the measures implemented and to promulgate regulations, not in conflict with this section or state and federal laws, in aid of enforcement.

DIVISION 4. RAIN AND FREEZE SENSORS

Section 118-116. Irrigation System Rain and Freeze Sensors.

(a) Any irrigation system installed within the City on or after August 1, 2008 must be equipped with rain and freeze sensors.

(b) Any irrigation system installed before August 1, 2008 may not be operated after August 1, 2010 without being equipped with rain and freeze sensors. This requirement does not apply to a single family residential or duplex property, or an individual metered townhome or condominium unit.

(c) It shall be unlawful for any person to knowingly install, or cause or permit the installation of an irrigation system that does not comply with this section.

(d) It shall be unlawful for any person on premises owned, leased, or managed by that person to knowingly or recklessly operate, or cause or permit the operation of an irrigation system that does not comply with this section.

(e) It shall be unlawful for any person to operate an irrigation system with broken or missing heads after receiving notification from the building official and such representative as they may designate.

(f) It shall be unlawful for any person to operate an irrigation system which causes significant runoff.

DIVISION 5. ENFORCEMENT

Section 118-117. Criminal responsibility.

A person commits an offense of inappropriate use of water by any of the following actions:

(a) A person may not knowingly make, cause or permit a use of an irrigation system contrary to the requirements of this article.

(b) A person may not knowingly make, cause or permit a use of water contrary to the measures implemented by the city manager or official designee as prescribed in the water conservation plan.

(c) A person may not knowingly make, cause or permit a use of water contrary to the measures implemented by the city manager or official designee as prescribed in the drought contingency plan. It is presumed that a person has knowingly made, caused or permitted a use of water contrary to the measures implemented if the mandatory measures have been formally ordered consistent with the terms of section 118-114(d) and:

(1) The manner of use has been prohibited by the drought contingency plan;

(2) The amount of water used exceeds that allowed by the drought contingency plan; or

(3) The manner or amount used violates the terms and conditions of a compliance agreement made pursuant to a variance granted by the Public Works Director pursuant to section 118-118.

Section 118-118. Variances.

Variances will be considered only under extreme circumstances for health or public safety reasons. The City Manager or official designee will be responsible for making this determination.

Sections 118-117—118-145 Reserved.

SECTION 2. That any person violating any of the provisions of this ordinance shall be deemed guilty of a misdemeanor and upon conviction thereof shall be fined up to $500.00 and/or discontinuance of water service by the City. A separate offense shall be deemed committed upon each day during or on which a violation occurs or continues.

SECTION 3. That all ordinances or any parts thereof in conflict with the terms of this ordinance shall be and hereby are deemed repealed and of no force or effect; provided, however, that the ordinance or ordinances under which the cases currently filed and pending in the Municipal Court of the City of Bedford, Texas, shall be deemed repealed only when all such cases filed and pending under such ordinance or ordinances have been disposed of by a final conviction or a finding not guilty or nolo contendere, or dismissal.

SECTION 4. That if any section, article, paragraph, sentence, clause, phrase or word in this ordinance, or application thereto any person or circumstance is held invalid or unconstitutional by a Court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this ordinance; and the City Council hereby declares it would have passed such remaining portions of the ordinance despite such invalidity, which remaining portions shall remain in full force and effect.

SECTION 5. That this ordinance shall be in full force and effect after its passage and publication as required by law, and it is so ordained.

PRESENTED AND PASSED on this 14th day of April 2009, by a vote of 7 ayes, 0 nays and 0 abstentions, at a regular meeting of the City Council of the City of Bedford, Texas.

_____
Jim Story, Mayor

ATTEST:

_____
Shanae Jennings, City Secretary

APPROVED AS TO FORM:

_____
Stan Lowry, City Attorney

ORDINANCE NO. 11-3004

AN ORDINANCE AMENDING CHAPTER 118 "UTILITIES", ARTICLE IV "WATER RESOURCE MANAGEMENT ORDINANCE" OF THE CITY OF BEDFORD CODE OF ORDINANCES, AS AMENDED BY THE REVISION OF DIVISION 3 SECTION 118-115(b) AND THE REFERENCED EXHIBIT B; PROVIDING FOR A FINE SET AT THE MAXIMUM AMOUNT ALLOWED BY LAW FOR EACH OFFENSE IN VIOLATION OF THE ORDINANCE AND/OR DISCONNECTION OF WATER SERVICE FOR NONCOMPLIANCE WITH THE PROVISIONS OF THE WATER RESOURCE MANAGEMENT ORDINANCE; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND DECLARING AN EFFECTIVE DATE.

WHEREAS, the City of Bedford, Texas (the "City"), recognizes the importance of continually updating the Water Conservation Plan to meet current conditions; and,

WHEREAS, the Water Code and the regulations of the Texas Commission on Environmental Quality (the "Commission") require that the City adopt a Drought Contingency Plan and a Water Conservation Plan; and,

WHEREAS, the City has determined an urgent need in the best interest of the public to adopt a Drought Contingency Plan and Water Conservation Plan; and,

WHEREAS, pursuant to Chapter 54 of the Local Government Code, the City is authorized to adopt such Ordinances necessary to preserve and conserve its water resources.

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

SECTION 1. That all matters stated hereinabove are found to be true and correct and are incorporated herein by reference.

SECTION 2. That the City of Bedford Code of Ordinances Chapter 118 "Utilities", Article IV "Water Resource Management Ordinance", Division 3 Section 118-115(b) and the referenced Exhibit B, is hereby amended to read as follows:

DIVISION 3. WATER CONSERVATION PLAN

Section 118-115 Adoption of Water Conservation Plan

(a) Purpose and scope. The purpose of this section is to establish the city's policy on water conservation measures.

(b) Water conservation plan. The water conservation plan, as the same may be from time to time amended, is attached hereto as Exhibit B and is incorporated herein by reference.

(c) Authority. The City Manager or official designee is authorized to implement measures prescribed when required by this section and by the water conservation plan approved by the city council. The Public Works Director is authorized to enforce the measures implemented and to promulgate regulations, not in conflict with this section or state and federal laws, in aid of enforcement.

SECTION 3. That any person violating any of the provisions of this ordinance shall be deemed guilty of a misdemeanor and upon conviction thereof shall be fined the maximum amount allowed by law and/or discontinuance of water service by the City. A separate offense shall be deemed committed upon each day during or on which a violation occurs or continues.

SECTION 4. That all ordinances or any parts thereof in conflict with the terms of this ordinance shall be and hereby are deemed repealed and of no force or effect; provided, however, that the ordinance or ordinances under which the cases currently filed

ORDINANCE NO. 11-3004

and pending in the Municipal Court of the City of Bedford, Texas, shall be deemed repealed only when all such cases filed and pending under such ordinance or ordinances have been disposed of by a final conviction or a finding not guilty or nolo contendere, or dismissal.

SECTION 5. That if any section, article, paragraph, sentence, clause, phrase or word in this ordinance, or application thereto any person or circumstance is held invalid or unconstitutional by a Court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this ordinance; and the City Council hereby declares it would have passed such remaining portions of the ordinance despite such invalidity, which remaining portions shall remain in full force and effect.

SECTION 6. That this ordinance shall be in full force and effect after its passage and publication as required by law, and it is so ordained.

PRESENTED AND PASSED on this 26th day of July 2011, by a vote of 7 ayes, 0 nays and 0 abstentions, at a regular meeting of the City Council of the City of Bedford, Texas.

_____
Jim Story, Mayor

ATTEST:

_____
Michael Wells, City Secretary

APPROVED AS TO FORM:

_____
Stan Lowry, City Attorney

ORDINANCE NO. 14-3100

AN ORDINANCE AMENDING CHAPTER 118 "UTILITIES," ARTICLE IV "WATER RESOURCE MANAGEMENT," DIVISION 2, SECTION 118-114(B) "DROUGHT CONTINGENCY PLAN" TO ADOPT THE CURRENT PLAN, AS ATTACHED HERETO AS EXHIBIT A AND IS INCORPORATED HEREIN BY REFERENCE TO THE CITY OF BEDFORD CODE OF ORDINANCES, AND AMENDING CHAPTER 118 "UTILITIES," ARTICLE IV "WATER RESOURCE MANAGEMENT," DIVISION 3, SECTION 118-115(B) "WATER CONSERVATION PLAN" TO ADOPT THE CURRENT PLAN, AS ATTACHED HERETO AS EXHIBIT B AND IS INCORPORATED HEREIN BY REFERENCE TO THE CITY OF BEDFORD CODE OF ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY CLAUSE; AND DECLARING AN EFFECTIVE DATE.

WHEREAS, the City Council of Bedford, Texas (the City) recognizes that a Drought Contingency Plan and Water Conservation Plan are necessary for the health and safety of its citizens due to drought conditions that may directly affect the City's ability to supply potable water; and,

WHEREAS, the Water Code and the regulation of the Texas Commission on Environmental Quality requires that the City adopt a Drought Contingency Plan and Water Conservation Plan; and,

WHEREAS, the City has determined an urgent need in the best interest of the public to adopt a Drought Contingency Plan and Water Contingency Plan; and,

WHEREAS, pursuant to Chapter 54 of the Local Government Code, the City is authorized to adopt such Ordinances as necessary to preserve and conserve its water resources.

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

SECTION 1. That the findings above are found to be true and correct, and are incorporated herein.

SECTION 2. That the City of Bedford Code of Ordinances Chapter 118, "UTILITIES," Article IV "WATER RESOURCE MANAGEMENT," Division 2, Section 118-114(b) "Drought Contingency Plan" is amended, as attached hereto as Exhibit A and is incorporated herein by reference to the City of Bedford Code of Ordinances.

SECTION 3. That the City of Bedford Code of Ordinances Chapter 118, "UTILITIES," Article IV "WATER RESOURCE MANAGEMENT," Division 3, Section 118-115(b) "Water Conservation Plan" to amended, as attached hereto as Exhibit B and is incorporated herein by reference to the City of Bedford Code of Ordinances.

SECTION 4. That any person violating any of the provisions of this ordinance shall be deemed guilty of a misdemeanor, and upon conviction thereof, shall be fined the maximum amount allowed by law and/or discontinuance of water service by the City. A separate offense shall be deemed committed upon each day during or on which a violation occurs or continues.

SECTION 5. That if any section, article, paragraph, sentence, clause, phrase or word in this ordinance, or application thereto to any person or circumstance, is held invalid or unconstitutional by a Court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of the Ordinance; and the City Council hereby declares it would have passed such remaining portion of the Ordinance despite such invalidity, which remaining portions shall remain in full force and effect.

SECTION 6. That this ordinance shall become effective from and after its passage and publication as required by law.

ORDINANCE NO. 14-3100

PRESENTED AND PASSED this 26th day of August, 2014, by a vote of 7 ayes, 0 nays, and 0 abstentions, at a regular meeting of the City Council of the City of Bedford, Texas.

_____
Jim Griffin, Mayor

ATTEST:

_____
Michael Wells, City Secretary

APPROVED AS TO FORM:

_____
Stan Lowry City Attorney

Drought Contingency Plan Definitions

Term	Definition
Alternative Water Source	Means water produced by a source other than a water treatment plan and in not considered potable. These sources can include, but are not limited to: reclaimed/recycled water, collected rain water, collected grey water, private well water.
Athletic Field	Means a sports playing field, the essential feature of which is turf grass, used primarily for organized sports for schools, professional sports, or sanctioned league play.
Automatic Irrigation System	*Means a site specific system of delivering water generally for landscaping via a system of pipes or other conduits installed below ground that automatically cycles water use through water emitters to a preset program, whether on a designated timer or through manual operation.*
Aquatic Life	Means a vertebrate organism dependent upon an aquatic environment to sustain its life.
Conservation	Those practices, techniques, and technologies that reduce water consumption; reduce the loss or waste of water; improve the efficiency in water use; and increase the recycling and reuse the water so that supply is conserved and made available for other or future uses.
Customer	Any person, company or organization using water supplied by Texas Regional Water District (TRWD) or through an entity supplied by TRWD.

Drip Irrigation	An irrigation system (drip, porous pipe, etc.) that applies water at a predetermined controlled low-flow levels directly to the roots of the plant.
Drought Contingency Plan	Means a strategy or combination of strategies for temporary supply management and demand management responses to temporary or potentially recurring water supply shortages and other water supply emergencies.
Fountain	An artificially created jet, stream or flow of water, a structure, often decorative, from which a jet, stream or flow of water issues.
Hand-held hose	Means a hose physically held by one person fitted with a manual or automatic shutoff nozzle.
Hose-end Sprinkler	Means a device through which water flows from a hose to a sprinkler to water any lawn or landscape.
Hosing	Means to spray, water or wash with a water hose.
Irrigation System	Means a system of fixed pipes and water emitters that apply water to landscape plants or turf grass, including, but not limited to, in-ground and permanent irrigation systems.
Landscape Irrigation use	Water used for the irrigation and maintenance of landscaped areas, whether publicly or privately owned, including residential and commercial lawns, gardens, golf courses, parks, right-of-ways, medians and entry ways.
"New Landscape" means	a. Installed during construction of a new house, multi-family dwelling, or commercial building; b. Installed as part of a governmental entity's capital improvement project; or Alters more than one-third the area of an existing landscape.

Non-essential water use	Water uses that are not required for the protection of public health, safety and welfare, such as: a. Irrigating landscape areas, including parks, athletic fields, and golf courses, except as otherwise provided under this plan; b. Washing any sidewalks, walkways, driveways, parking lots, tennis courts, or other hand-surfaced areas; except to alleviate a public health and safety issue; c. Washing any automobile, motorbike, boat (and/or trailer), airplane, or other vehicle except where required by law for safety and sanitary purposes; d. Washing buildings or structures for purposes other than immediate fire protection, or other uses provided under this plan; e. Filling, refilling, or adding to any swimming pools or Jacuzzi-type pools, except to maintain safe operating levels; f. Filling or operation of a fountain or pond for aesthetic or scenic purposes except when necessary to support aquatic life; g. Failure to repair a controllable leak within a reasonable time period after being directed to do so by formal notice; and h. Drawing from hydrants for construction purposes or any other purpose other than firefighting or protection of public drinking water supplies.
Park	Means a non-residential or multi-family tract of land, other than a golf course, maintained by a city, private organization, or individual, as a place of beauty or public recreation and available for use to the general public.

Pond	Means a body of water standing either natural or man-made.

Power/Pressure Washer	Means a machine that uses water or a water-based product applied at high pressure to clean impervious surfaces.
Power/Pressure washer (High Efficiency)	Means a machine that uses water or a water-based product applied at 1500 pounds per square inch (PSI) or greater.
Reclaimed Water	Municipal wastewater effluent that is given additional treatment and distributed for reuse in certain applications. Also referred to as recycled water.
Soaker Hose	Means a flexible hose that is designed to slowly emit water across the entire length and connect directly to a flexible hose or spigot. Does not include hose that by design or use sends a fine spray in the air. It is not considered drip irrigation.
Structural Foundation	Means the lowest and supporting layer of a structure.
Swimming Pool	Means any structure, basin, chamber, or tank including hot tubs, containing an artificial body of water for swimming, diving or recreational bathing, and having a depth of two (2) feet or more at any point.
Well Water	Means water that has been, or is, obtained from the ground by digging, boring, or drilling to access an underground aquifer.

AGENDA

WATER CONSERVATION PLAN FOR THE CITY OF BEDFORD

Prepared:
MAY 2009

Revised:
April 2019

Kenneth Overstreet
Public Works Director

Paul Rosalez
Environmental Specialist

CITY OF BEDFORD
PUBLIC WORKS
1813 Reliance Pkwy
Bedford, TX 76021
(817) 952-2200

ACKNOWLEDGEMENTS

This water conservation plan is based on the model water conservation plan prepared by the Tarrant Regional Water District (TRWD). The TRWD adapted the plan to maintain a consistent and regional approach to water conservation strategies. This plan was prepared pursuant to Texas Commission on Environmental Quality rules. Some material is based on the existing water conservation plans listed in Appendix A.

Questions regarding this Water Conservation Plan should be addressed to the following:

Kenneth Overstreet
City of Bedford
Public Works Director
(817) 952-2200
Kenneth.overstreet@bedfordtx.gov

Paul Rosalez
City of Bedford
Public Works Environmental Specialist
(817) 952-2200
Paul.rosalez@bedfordtx.gov

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APPENDIX A **List of References**

APPENDIX B **Texas Commission on Environmental Quality Rules on Municipal Water Conservation Plans**

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- Texas Administrative Code Title 30, Part 1, Chapter 288, Subchapter A, Rule §288.2 – Water Conservation Plans for Municipal Uses by Public Water Suppliers (Page B-4)

APPENDIX C **Water Utility Profile and Water Conservation Report**

APPENDIX D **Landscape Water Management Regulations**

APPENDIX E **Letter to Region C Water Planning Group**

APPENDIX F **Adoption of Water Conservation Plan**

- Municipal Ordinance Adopting Water Conservation Plan

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- Municipal Ordinance Pertaining to Illegal Water Connections and Theft of Water

WATER CONSERVATION PLAN
CITY OF BEDFORD
April 2019

1. INTRODUCTION AND OBJECTIVES

Having a dependable water supply has always been a key issue in the development of Texas. The growing population and economic expansion occurring in North Central Texas are placing increased demands on our water supplies. The North Texas Region had a population of more than 7.1 Million, in July 2015. Growth predictions indicate the population of the North Texas Region could increase to more than 7.8 million people by 2020 and is expected to double by 2050, according to the US Census Bureau. The Texas Water Development Board (TWDB) predicts water demands will increase 17% by the year 2050.~~The latest population projections predict the number of people residing in Texas to more than double between the years 2000 and 2060, growing from about 21 million to nearly 46 million within that time span. The Texas Water Development Board predicts water demands to increase by 27 percent.~~ In order to meet the challenge of providing for our current and future needs we must learn to use the water we already have more efficiently. By stretching our existing supplies we can delay the need for new supplies, minimize the environmental impacts associated with developing new water resources, and postpone the high cost of building the infrastructure (dams, treatment facilities, and pipelines) necessary to capture, treat, and transport the additional water into our homes and businesses.

Recognizing the need for efficient use of existing water supplies, the Texas Commission on Environmental Quality (TCEQ) has developed guidelines and requirements governing the development of water conservation plans for public water suppliers [1]. TCEQ guidelines and requirements are included in Appendix B.

The objectives of this water conservation plan are as follows:

- To reduce water consumption from the levels that would prevail without conservation efforts.
- To reduce the loss and waste of water.
- To improve efficiency in the use of water.
- To extend the life of current water supplies by reducing the rate of growth in demand.

[1] Superscripted numbers match references listed in Appendix A.

2. TEXAS COMMISSION ON ENVIRONMENTAL QUALITY RULES

The TCEQ rules governing development of water conservation plans for public water suppliers are contained in Title 30, Part 1, Chapter 288, Subchapter A, Rule 288.2 of the Texas Administrative Code, which is included in Appendix B. For the purpose of these rules, a water conservation plan is defined as "A strategy or combination of strategies for reducing the volume of water withdrawn from a water supply source, for reducing the loss or waste of water, for maintaining or improving the efficiency in the use of water, for increasing the recycling and reuse of water, and for preventing the pollution of water." [1] The elements in the TCEQ water conservation rules covered in this conservation plan are listed below.

Minimum Conservation Plan Requirements

The minimum requirements in the Texas Administrative Code for Water Conservation Plans for Public Water Suppliers are covered in this report as follows:

- 288.2(a)(1)(A) – Utility Profile – Section 3 and Appendix C
- 288.2(a)(1)(C) – Specification of Goals – Section 4
- 288.2(a)(1)(D) – Accurate Metering – Sections 5.1 and 5.2
- 288.2(a)(1)(E) – Universal Metering – Section 5.2
- 288.2(a)(1)(F) – Determination and Control of Unaccounted Water – Section 5.4
- 288.2(a)(1)(G) – Public Education and Information Program – Section 6
- 288.2(a)(1)(H) – Non-Promotional Water Rate Structure – Section 7
- 288.2(a)(1)(I) – Reservoir System Operation Plan – Section 8.1
- 288.2(a)(1)(J) – Means of Implementation and Enforcement – Section 9
- 288.2(a)(1)(K) –Coordination with Regional Water Planning Group – Section 8.6 and Appendix E

Conservation Additional Requirements (Population over 5,000)

The Texas Administrative Code includes additional requirements for water conservation plans for cities with a population over 5,000:

- 288.2(a)(2)(A) – Leak Detection, Repair, and Water Loss Accounting – Sections 5.4, 5.5, and 5.6
- 288.2(a)(1)(B) – Record Management System – Section 5.3
- 288.2(a)(2)(B) – Requirement for Water Conservation Plans by Wholesale Customers – Section 8.5

Additional Conservation Strategies

TCEQ rules also list additional optional but not required conservation strategies, which may be adopted by suppliers. The following optional strategies are included in this plan:

- 288.2(a)(3)(A) – Conservation Oriented Water Rates – Section 7
- 288.2(a)(3)(B) – Ordinances, Plumbing Codes or Rules on Water-Conserving Fixtures – Section 8.3
- 288.2(a)(3)(D) – Reuse and Recycling of Wastewater – Section 8.2
- 288.2(a)(3)(F) – Considerations for Landscape Water Management Regulations – Section 8.4 and Appendix D
- 288.2(a)(3)(G) – Monitoring Method – Section 5.6

TCEQ rules for landscape irrigation include water conservation requirements in Title 30 Chapter 344:

- 344.6 – 344.65 Subchapter F Standards for Designing, Installing, and Maintaining Landscape Irrigation Systems – Section 8.4

3. WATER UTILITY PROFILE

Appendix C to this water conservation plan is a modified water utility profile based on the format recommended by the TCEQ. Some additional sections were added in order to gather the information necessary to assess the effectiveness of the City Water Conservation Plan.

4. SPECIFICATION OF WATER CONSERVATION GOALS

Current TCEQ rules require the adoption of specific water conservation goals for a water conservation plan. As part of plan adoption, The City will develop 5-year and 10-year goals for per capita municipal use, following TCEQ procedures described in the water utility profile (Appendix C). The goals for this Water Conservation Plan include the following:

- Keep the per capita municipal water use below the specified amount in gallons per capita per day (GPCD) in a dry year. Municipal use for 2008 was 156 GPCD.

Target Goal Year	2019	2029
Target Goal for Municipal Use GPCD (gallons per capita per day)	153 GPCD	140 GPCD
Target Goal for Residential Use GPCD	141 GPCD	140 GPCD

The goals are based on the recommendations of the Texas Water Conservation Implementation Task Force which suggest a 1% reduction in gallons per capita per day per year. A water consumption level of 140 gallons per person per day is the statewide recommendation of the Task Force. The Task Force was established per Senate Bill 1094 in 2004 to evaluate matters concerning water conservation.

It should be noted that all the performance indicators outlined above are developed assuming a year of average rainfall.

- Keep the level of unaccounted water in the system below 12% annually in 2008 and subsequent years, as discussed in Section 5.4.
- Implement and maintain a program of universal metering and meter replacement and repair, as discussed in Section 5.2.
- Decrease waste in lawn irrigation by implementation and enforcement of landscape water management regulations, as discussed in Section 8.4.
- Raise public awareness of water conservation and encourage responsible public behavior by a public education and information program, as discussed in Section 6.
- Develop a system specific strategy to conserve water during peak demands, thereby reducing the peak use.

5. METERING, WATER USE RECORDS, CONTROL OF UNACCOUNTED WATER, AND LEAK DETECTION AND REPAIR

One of the key elements in water conservation is careful tracking of water use and control of losses through illegal diversions and leaks. Careful metering of water deliveries and water use, detection and repair of leaks in the distribution system and regular monitoring of unaccounted water are important in controlling losses.

5.1 ACCURATE METERING OF TREATED WATER DELIVERIES FROM THE TRINITY RIVER AUTHORITY

Trinity River Authority supplies all of the water used by the City of Bedford. Water deliveries are metered by the Trinity River Authority using meters with accuracy of ± 2%. These meters are calibrated on a monthly basis by the Trinity River Authority to maintain the required accuracy.

5.2 METERING OF CUSTOMER AND PUBLIC USES AND METER TESTING, REPAIR, AND REPLACEMENT

All connections to the water system are metered connections. All meters will be maintained with acceptable operating accuracy range as defined by the manufacturer or AWWA Standard for meter accuracy, whichever is more stringent. The City of Bedford began exchanging residential and commercial meters in September 2017, with Automatic Meter Reading systems (AMR). In January 2019, 98.9% of residential and 80% of commercial meters were replaced throughout the City. 100% of all meters were replaced by April 2019. AMR meters have a 20 year life-span with a 10 year warranty. A meter replacement plan will be drafted by City staff once the meters have been used for 10 years. City staff perform monthly continuous flow reports to determine if customers have leaks they are not aware of. City staff perform a leak investigation and encourage customers to sign up for the EyeonWater website. This website allows customers to monitor consumption and set leak alerts. The City's two well meters are calibrated every 3 years in an effort to maintain accuracy and be monitored through a Supervisory Control and Data Acquisition system (SCADA) for production. ~~The City of Bedford changes out 100 residential meters per month. A dead meter list is maintained on a monthly basis to detect stopped meters. The City does not conduct meter testing; instead these meters are replaced on a 10 year replacement cycle.~~

5.3 RECORD MANAGEMENT SYSTEM

As required by TAC Title 30, Part 1, Chapter 288, Subchapter A, Rule 288.2(a)(1)(B), the City record management system allows for the separation of water sales and uses into residential, commercial, public/institutional, and industrial categories. This information is maintained and tracked by the Customer Service Department.

5.4 DETERMINATION AND CONTROL OF UNACCOUNTED WATER

Unaccounted water is the difference between water delivered to customers and metered deliveries to customers plus authorized but unmetered uses. (Authorized but unmetered uses would include use for firefighting, releases for flushing of lines, and uses associated with new construction.) Unaccounted water can include several categories:

- Inaccuracies in customer meters. (Appendix C)
- Accounts which are being used but have not yet been added to the billing system.
- Losses due to water main breaks and leaks in the water distribution system.
- Losses due to illegal connections and theft. (Appendix G)
- Other.

Measures to control unaccounted water are part of the routine operations of the City of Bedford. Maintenance crews and personnel are asked to look for and report evidence of leaks in the water distribution system. The leak detection and repair program is described in Section 5.5 below. ~~Meter readers are asked to watch for and report signs of illegal connections, so they can be addressed quickly.~~

Unaccounted water is calculated in Appendix C. With the measures described in this plan, the City intends to maintain the unaccounted water below 6% in 2013 and subsequent years. If unaccounted water exceeds this goal, The City will implement a more intensive audit to determine the source(s) of and reduce the unaccounted water. The annual conservation report described below is the primary tool used to monitor unaccounted water.

5.5 LEAK DETECTION AND REPAIR

As described above, City crews and personnel are asked to look for and report evidence of leaks in the water distribution system. Areas of the water distribution system in which numerous leaks and line breaks occur are targeted for replacement as funds are available. The City of Bedford received a low interest State Water Implementation Fund of Texas (SWIFT) loan from the Texas Water Development Board (TWDB) to replace 75% of aging water lines and water meters. This replacement program is for a period of 10 years and assists with water loss through water main breaks and leaks. The City also purchased leak detection equipment that will be used to survey the water system.

5.6 MONITORING OF EFFECTIVENESS AND EFFICIENCY - ANNUAL WATER CONSERVATION REPORT

Appendix C is a Water Utility Profile form that will be used in the development of an annual water conservation report for the City. This form will be completed by May 1 of the following year and will be used to monitor the effectiveness and efficiency of the water conservation program and to plan conservation-related activities for the next year. The form records the

water use by category, per capita municipal use, and unaccounted water for the current year and compares them to historical values. The Water Utility Profile and annual Water Conservation Report will also be sent to TRWD, which will monitor regional water conservation trends.

6. CONTINUING PUBLIC EDUCATION AND INFORMATION CAMPAIGN

The continuing public education and information campaign on water conservation includes the following elements:

- Insert water conservation information with water bills. Inserts will include material developed by City staff and material obtained from TRWD, TWDB, TCEQ, and other sources.
- Encourage local media coverage of water conservation issues and the importance of water conservation.
- Notify local organizations, schools, and civic groups, such as Home Owners' Associations and the Beautification Committee, that City staff and staff of the Tarrant Regional Water District are available to make presentations on the importance of water conservation and ways to save water.
- Make information on *Texas Smartscape* principles, water conservation brochures, and other water conservation materials available to the public at City Hall and other public places.
- Continue to update the information on water conservation available on the City website and include links to the *Texas Smartscape* Website and to information on water conservation on TRWD, TWDB, and TCEQ Websites.

7. WATER RATE STRUCTURE

The City will adopt, within five years or in conjunction with any water rate study, an increasing block rate structure. Current water rates can be found in the Schedule of Fees.

CITY OF BEDFORD

Utility Base Rates
Water Base Rates [effective January 1, 2019]

Meter Size	Rates per Month
5/8 inch Meter	$19.30
5/8 inch Meter [citizens aged 65 and over]	$17.54
1 inch Meter	$37.46
1 inch Meter [citizens aged 65 and over]	$35.09
1 ½ inch Meter	$77.18
2 inch Meter	$123.54
3 inch Meter	$231.64
4 inch Meter	$370.67
6 inch Meter	$1,389.98
Fire Hydrant Meter	$204.45
Volume Charge	$4.08 per 1,000 gallons

Sewer Base Rates [effective January 1, 2019]

Charges	Rates per Month
5/8 or ¾ inch Meter	$12.73
5/8 inch Meter [citizens aged 65 and over]	$11.55
1 inch Meter	$19.11
1 inch Meter [citizens aged 65 and over]	$17.37
1 ½ Meter	$29.80
2 inch Meter	$42.59
3 inch Meter	$76.69
4 inch Meter	$115.13
6 inch Meter	$221.84
Volume Charge	$3.41 per 1,000 gallons up to 12,000 gallons
	[No charge over 12,000 gallons- residential accounts only]

8. OTHER WATER CONSERVATION MEASURES

8.1 RESERVOIR SYSTEM OPERATION PLAN

The City of Bedford is a customer of the Trinity River Authority, which purchases untreated surface water from the Tarrant Regional Water District. The City of Bedford does not have surface water supplies for which to implement a reservoir system operation plan.

8.2 REUSE AND RECYCLING OF WASTEWATER

The City of Bedford is a customer of the Trinity River Authority, which treats the City's wastewater.

8.3 ORDINANCES, PLUMBING CODES, OR RULES ON WATER-CONSERVING FIXTURES

The State of Texas has required water-conserving fixtures in new construction and renovations since 1992. The state standards call for flows of no more than 2.5 gallons per minute (gpm) for faucets, 3.0 gpm for showerheads, and 1.6 gallons per flush for toilets. Similar standards are now required nationally under federal law. These state and federal standards assure that all new construction and renovations will use water-conserving fixtures.

The City of Bedford will collaborate with the Tarrant Regional Water District and other customer cities in exploring the possibility of a joint purchase effort to establish a regional rebate or incentive program to encourage citizens to retrofit their homes with water-conserving fixtures. The City's participation would be dependent upon available funding.

8.4 LANDSCAPE WATER MANAGEMENT REGULATIONS

Appendix D is a summary of landscape water management regulations adopted as part of the development of this Water Conservation Plan. These regulations are intended to minimize waste in landscape irrigation. The regulations include the following elements:

- Prohibition of outdoor watering with sprinklers from 10:00 a.m. to 6:00 p.m. every day ~~from June 1 through September 30~~. (Resetting of watering times in sprinkler systems is recommended to comply with the water schedule. Watering with hand-held hoses, soaker hoses, or dispensers is allowed.)
- Requirement that all new irrigation systems include rain and freeze sensors capable of multiple programming. Any irrigation system installed before August 1, 2008 may not be operated after August 1, 2010 without being equipped with rain and freeze sensors. This requirement does not apply to a single family residential or duplex property, or an individual metered townhome or condominium unit. Existing residential irrigation systems are encouraged to be retrofitted with similar rain and freeze sensors.

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- Requirement that all new irrigation systems be in compliance with State design and installation regulations (TAC Title 30, Part 1, Chapter 344).
- Prohibition of irrigation systems that spray directly onto impervious surfaces or onto other non-irrigated areas. (Wind driven water drift will be taken into consideration.)
- Prohibition of use of poorly maintained sprinkler systems that waste water.
- Prohibition of outdoor watering during any form of precipitation.
- Enforcement of the regulations by a system of warnings, followed by fines, for continued or repeat violations.

8.5 COORDINATION WITH REGIONAL WATER PLANNING GROUP AND TRWD

Appendix E includes a letter sent to the Chair of the Region C Water Planning Group with this Water Conservation Plan. Each customer (direct and indirect) is required to send a copy of their draft ordinance(s) or regulation(s) implementing the plan and their water utility profile to TRWD for review and comment. The adopted ordinance(s) or regulation(s) and the adopted water utility profile will also be sent to TRWD.

TRWD WATER CONSERVATION MEASURES TO ASSIST CUSTOMERS

TRWD will implement a number of water conservation measures intended to help direct and indirect customers with their water conservation planning. These measures will allow TRWD to serve as a regional resource for water conservation efforts in its service area. Customer cities are encouraged to consider including some or all of the following conservation programs. Please note: the following program language can be edited to fit your plan as needed.

Participate in Bedford Water Conservation Workshops

The Water District will coordinate water conservation workshops for staff of customer cities that receive water, directly or indirectly, from TRWD. Recent workshops have covered topics related to automated metering infrastructure, leak detection, water loss audits, and effective communication. City of Bedford staff will work with TRWD to support our staff with workshop topics, promotion and coordination.

Participate in the Annual North Texas Regional Water Conservation Symposium

Since 2008, the Annual North Texas Regional Water Conservation Symposium has been jointly coordinated by the region's three major water providers – Dallas Water Utilities, North Texas Municipal Water District and TRWD. The event invites staff from customer cities to hear from speakers from across the state and nation about their experience and expertise. Discussions center on key elements of successful water conservation programs, communications, weather and climate, education, etc. City of Bedford staff will support the annual symposium by attending, participating and considering the adoption of presented programs and strategies.

Annual Conservation Reports

By May 1 of each year, conservation implementation reports are required to be submitted to the Texas Water Development Board. Additionally, a utility profile is submitted every 5 years. City of Bedford will share these reports with TRWD so they can be included in an overall regional report and evaluation of regional conservation program effectiveness.

Regional Water Conservation Public Awareness Campaign

TRWD participates in the regional water conservation public awareness campaign with Dallas Water Utilities. The current campaign, "Water is Awesome. Use It. Enjoy It. Just Don't Waste It," is entering its 4th year and includes television, radio, print and digital media. Media outreach is used to increase public awareness on the value of water and encourage adoption of outdoor water efficient behaviors. The City of Bedford will

support the regional campaign by using, promoting and sharing related campaign resources to our customers.

Twice-per-Week Watering Schedule Promotion

Outdoor water use, particularly lawn watering, can account for half or more of annual residential water use – and much more than that during the hot, dry Texas summers. Many homeowners have a tendency to overwater by as much as 2-3 times the amount needed by landscapes. Adopting twice-per-week schedules on outdoor watering with sprinklers is an effective way to reduce excessive water use and stretch existing supplies. The City of Bedford will consider adopting an ordinance –related to a twice-per-week watering schedule (if deemed necessary).

Residential Sprinkler System Evaluation Program

The TRWD Residential Sprinkler System Evaluation Program uses trained licensed irrigators to assess residential sprinkler systems. Upon inspection they make recommendations for improving system performance, identify repair needs, and instruct users on how to schedule controllers to eliminate unnecessary outdoor watering. The evaluation also includes an opportunity to educate residents about their sprinkler systems and offer guidance on how much and how long to water throughout the year. The City of Bedford will participate in and promote the sprinkler system evaluation program to residential customers.

Demonstration Gardens

In 2015, TRWD installed a demonstration landscape at its main office location. Landscape features for the project include native and adapted plants, natural materials, a rain garden, pervious surfaces and efficient sprinkler system components. In conjunction with the 2017 creation of the Airfield Falls Trailhead on a tributary of the West Fork of the Trinity River, TRWD built a destination water conservation garden with easy public access. Both gardens are used to educate homeowners, developers, civic groups and landscapers about the benefits of water efficient landscaping practices. The City of Bedford will promote local demonstration gardens to our customers as an educational resource.

Weekly Watering Advice Service

TRWD owns and operates four weather stations in Tarrant County. The stations are integrated into the Texas ET Network. Texas ET Network and National Weather Service data is used to calculate accurate weekly watering advice across North Central Texas and the service is map based. Users can sign up to receive weekly emails and/or text messages every Monday for that week's watering advice. The advice is also shared through social media channels and SaveTarrantWater.com. The program gives residents information to water only when needed and to reduce overwatering. It is a regional program and joint-

funded with Dallas Water Utilities. The City of Bedford will promote the weekly watering advice and encourage participation to our customers.

Save Tarrant Water Promotion

TRWD operates and maintains SaveTarrantWater.com as a resource to consumers. Regional conservation program information, DIY videos, and Green Pros listing can be found on the website. Save Tarrant Water is also active on social media as a way to promote new information, provide tips, and support customer city efforts. The City of Bedford will promote and share Save Tarrant Water resources to our customers.

School Education Support

Educating future water users about water conservation is a key responsibility of water providers. TRWD currently partners with several communities on a shared-cost basis to provide 5th grade classes with the Water Wise educational toolkit. The program kits and activities put water knowledge and conservation center stage at school and at home. The kits provide students and their families with the tools needed to audit and retrofit their homes with water saving devices. TRWD is evaluating additional school education support programs. The City of Bedford will work with TRWD to participate in and promote school education programs for our community.

Learn and Grow Program

Since 2017, TRWD has had an agreement with the Tarrant County Master Gardener Association to provide education and outreach. Services include community presentations, workshops, event participation and innovative projects. Tarrant County customer cities can request services from a pre-approved topic list. Example topics include: basic landscape design, native and adapted plants, vegetable gardening, and rainwater harvesting. At every program presentation, the speaker provides information about local water supplies and the importance of water conservation. Water conservation outreach materials are also provided at community events. The City of Bedford will participate in and coordinate Learn and Grow activities for our community.

Institutional, Commercial and Industrial (ICI) Water Efficiency Assessments

In 2018, TRWD provided contracted water efficiency assessments to local school districts. The assessments provide an inventory of all indoor water-using fixtures and appliances. Cooling towers and sprinkler systems are also inspected. Recommendations for fixture replacements and process improvements are backed with estimated costs and payback periods. The assessments consider water, wastewater, energy and chemical savings. TRWD will continue to work with local school districts for ICI water efficiency assessments. If school district participation decreases, TRWD will coordinate with customer cities to

identify potential commercial and industrial customers. The City of Bedford will coordinate with TRWD to help promote the assessment opportunity to our ICI customers.

Regional Public Event Coordination

Over the last two years, TRWD has worked with customer cities, master gardeners and licensed irrigators to provide a regional DIY Sprinkler Expo event. In February 2019, partners worked together to offer "Newcomer's Guide to Gardening in North Texas" programs. Regional events are coordinated with and promoted by customer cities and are open to the general public. The City of Bedford will collaborate and promote regional public event opportunities to our customers.

Conservation Coordinators Collaboration

Traditionally, TRWD has invited customer cities to one or two meetings a year to discuss programs, issues and collaboration opportunities to implement conservation outreach initiatives. Those meetings will continue but will also be supplemented with monthly conference calls throughout the year. The goal is to increase communication, partnership and program implementation with all customer cities. The City of Bedford will actively participate in conservation coordinators meetings.

Water Efficient Recognized Green Professional Program

The Water Efficient Recognized Green Professional Program (Green Pros) was developed in 2016 with the Texas A&M AgriLife Extension Service in Tarrant County and TRWD. Held annually during winter, participants attend 5 half-day courses over 9 weeks. Topics include water conservation, low impact design, turfgrass, irrigation and low water-use plants. The target audience of the program are green industry professionals such as landscapers, designers, and irrigators. Completing the program provides the participant the opportunity to be listed on SaveTarrantWater.com as a Green Pro. Over 100 Green Pros have been recognized through the program. The City of Bedford will support the Water Efficient Recognized Green Professional Program and promote the Green Pros listing to our customers.

9. IMPLEMENTATION AND ENFORCEMENT OF THE WATER CONSERVATION PLAN

Appendix F contains a copy of the ordinance adopted by the City Council that designates responsible officials to implement and enforce the Water Conservation Plan.

Appendix D contains copies of ordinances currently in place to enforce proper landscape water management, which also includes information about enforcement.

Appendix G contains a copy of an ordinance related to illegal connections and water theft.

APPENDIX A

LIST OF REFERENCES

Appendix A
List of References

(1) Title 30 of the Texas Administrative Code, Part 1, Chapter 288, Subchapter A, Rules 288.1 and 288.5, and Subchapter B, Rule 288.22, downloaded from http://www.tceq.state.tx.us/assets/public/legal/rules/rules/pdflib/288a.pdf, March 2007.

(2) Texas Water Development Board: "Report 362 – Water Conservation Best Management Practices," prepared by Water Conservation Implementation Task Force, Austin, November 2004.

The TRWD model water conservation plan used in developing this plan was largely adapted from the following two plans:

- North Texas Municipal Water District: "Model Drought Contingency Plan for North Texas Municipal Water District Member Cities and Customers," prepared by Freese and Nichols, Inc., Fort Worth, August 2004.
- Tarrant Regional Water District: "Water Conservation and Drought Contingency Plan," adopted by the Board of Directors, Fort Worth, May 2005 with revisions in May 2007.

The following conservation and drought contingency plans and related documents were reviewed in the development of this plan. ~~References marked with an asterick (*) were used heavily in the development of this plan.~~

- ~~*City of Dallas Water Utilities Department: "City of Dallas Water Management Plan," adopted by the City Council, Dallas, September 1999.~~
- ~~*City of Fort Worth: "Water Conservation plan for the City of Fort Worth," Fort Worth, August 1999.~~
- ~~*City of Fort Worth: "Emergency Water Management Plan for the City of Fort Worth," Fort Worth, August 19, 2003.~~
- ~~*City of Dallas: "City of Dallas Ordinances, Chapter 49, Section 21.1," Dallas, October 1, 2001.~~
- Freese and Nichols, Inc.: "Draft Model Water Conservation Plan for North Texas Municpal Water District Member Cities and Customers," prepared for North Texas Municipal Water District, Fort Worth, February 2014.
- Tarrant Regional Water District: "Water Conservation and Drought Contingency Plan," May 2014.

- Texas Commission on Environmental Quality: "Water Conservation Implementation Report Public Water Supplier," TCEQ Form No. 20646, revised September 18, 2013, accessed online at http://www.tceq.texas.gov/assets/public/permitting/watersupply/conseration/20646.docx, June 2014.
- Texas Water Development Board, "Water Conservation Plan Report – Retail Water Supplier," TWDB Form No. 1966, revised August 13, 2013, accessed online at http://www.twdb.texas.gov/conservation/muncipal/plans/doc/RWS_1966.pdf, June 2014.
- Texas Commission on Environmental Quality" "Water Conservation Plans for Municipal Uses by Public Water Suppliers," Texas Administrative Code Title 30, Part I, Subchapter A §288.2, effective December 6, 2012.
- Texas Commission on Environmental Quality: "Utility Profile and Water Conservation Plan Requirements for Municipal Use by Retail Public Water Suppliers," TCEQ Form No. 10218, revised June 14, 2013, accessed online at http://www.tceq.texas.gov/assets/public/permitting/forms/10218.docx, June 2014.
- Texas Commission on Environmental Quality: "Drought Contingency Plans for Municipal Uses by Public Water Suppliers," Texas Administrative Code Title 30, Part I, Subchapter A §288.20, effective October 7, 2004.
- Texas Water Development Board and Texas Commission on Environmental Quality in consultation with Water Conservation Adisory Council: Guidance and Methodology for Reporting on Water Conservation and Water Use, accessed online at http://www.twdb.texas.gov/conservation/municipal/plans/doc/WaterConservationAnnualReports.ppt

APPENDIX B

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

RULES ON MUNICIPAL WATER CONSERVATION PLANS

Texas Administrative Code

TITLE 30	ENVIRONMENTAL QUALITY
PART 1	TEXAS COMMISSION ON ENVIRONMENTAL QUALITY
CHAPTER 288	WATER CONSERVATION PLANS, DROUGHT CONTINGENCY PLANS, GUIDELINES AND REQUIREMENTS
SUBCHAPTER A	WATER CONSERVATION PLANS
RULE §288.1	Definitions

The following words and terms, when used in this chapter, shall have the following meanings, unless the context clearly indicates otherwise.

(1) Agricultural or Agriculture--Any of the following activities:

(A) cultivating the soil to produce crops for human food, animal feed, or planting seed or for the production of fibers;

(B) the practice of floriculture, viticulture, silviculture, and horticulture, including the cultivation of plants in containers or non-soil media by a nursery grower;

(C) raising, feeding, or keeping animals for breeding purposes or for the production of food or fiber, leather, pelts, or other tangible products having a commercial value;

(D) raising or keeping equine animals;

(E) wildlife management; and

(F) planting cover crops, including cover crops cultivated for transplantation, or leaving land idle for the purpose of participating in any governmental program or normal crop or livestock rotation procedure.

(2) Agricultural use--Any use or activity involving agriculture, including irrigation.

(3) Best management practices--Voluntary efficiency measures that save a quantifiable amount of water, either directly or indirectly, and that can be implemented within a specific time frame.

(4) Conservation--Those practices, techniques, and technologies that reduce the consumption of water, reduce the loss or waste of water, improve the efficiency in the use of water, or increase the recycling and reuse of water so that a water supply is made available for future or alternative uses.

(5) Commercial use--The use of water by a place of business, such as a hotel, restaurant, or office building. This does not include multi-family residences or agricultural, industrial, or institutional users.

(6) Drought contingency plan--A strategy or combination of strategies for temporary supply and demand management responses to temporary and potentially recurring water supply shortages and other water supply emergencies. A drought contingency plan may be a separate document identified as such or may be contained within another water management document(s).

(7) Industrial use--The use of water in processes designed to convert materials of a lower order of value into forms having greater usability and commercial value, and the development of power by means other than hydroelectric, but does not include agricultural use.

(8) Institutional use--The use of water by an establishment dedicated to public service, such as a school, university, church, hospital, nursing home, prison, or government facility. All facilities dedicated to public service are considered institutional regardless of ownership.

(9) Irrigation--The agricultural use of water for the irrigation of crops, trees, and pastureland, including, but not limited to, golf courses and parks which do not receive water from a public water supplier.

(10) Irrigation water use efficiency--The percentage of that amount of irrigation water which is beneficially used by agriculture crops or other vegetation relative to the amount of water diverted from the source(s) of supply. Beneficial uses of water for irrigation purposes include, but are not limited to, evapotranspiration needs for vegetative maintenance and growth, salinity management, and leaching requirements associated with irrigation.

(11) Mining use--The use of water for mining processes including hydraulic use, drilling, washing sand and gravel, and oil field re-pressuring.

(12) Municipal use--The use of potable water provided by a public water supplier as well as the use of sewage effluent for residential, commercial, industrial, agricultural, institutional, and wholesale uses.

(13) Nursery grower--A person engaged in the practice of floriculture, viticulture, silviculture, and horticulture, including the cultivation of plants in containers or nonsoil media, who grows more than 50% of the products that the person either sells or leases, regardless of the variety sold, leased, or grown. For the purpose of this definition, grow means the actual cultivation or propagation of the product beyond the mere holding or maintaining of the item prior to sale or lease, and typically includes activities associated

with the production or multiplying of stock such as the development of new plants from cuttings, grafts, plugs, or seedlings.

(14) Pollution--The alteration of the physical, thermal, chemical, or biological quality of, or the contamination of, any water in the state that renders the water harmful, detrimental, or injurious to humans, animal life, vegetation, or property, or to the public health, safety, or welfare, or impairs the usefulness or the public enjoyment of the water for any lawful or reasonable purpose.

(15) Public water supplier--An individual or entity that supplies water to the public for human consumption.

(16) Regional water planning group--A group established by the Texas Water Development Board to prepare a regional water plan under Texas Water Code, §16.053.

(17) Residential gallons per capita per day--The total gallons sold for residential use by a public water supplier divided by the residential population served and then divided by the number of days in the year.

(18) Residential use--The use of water that is billed to single and multi-family residences, which applies to indoor and outdoor uses.

(19) Retail public water supplier--An individual or entity that for compensation supplies water to the public for human consumption. The term does not include an individual or entity that supplies water to itself or its employees or tenants when that water is not resold to or used by others.

(20) Reuse--The authorized use for one or more beneficial purposes of use of water that remains unconsumed after the water is used for the original purpose of use and before that water is either disposed of or discharged or otherwise allowed to flow into a watercourse, lake, or other body of state-owned water.

(21) Total use--The volume of raw or potable water provided by a public water supplier to billed customer sectors or nonrevenue uses and the volume lost during conveyance, treatment, or transmission of that water.

(22) Total gallons per capita per day (GPCD)--The total amount of water diverted and/or pumped for potable use divided by the total permanent population divided by the days of the year. Diversion volumes of reuse as defined in this chapter shall be credited against total diversion volumes for the purposes of calculating GPCD for targets and goals.

(23) Water conservation coordinator--The person designated by a retail public water supplier that is responsible for implementing a water conservation plan.

(24) Water conservation plan--A strategy or combination of strategies for reducing the volume of water withdrawn from a water supply source, for reducing the loss or waste of water, for maintaining or improving the efficiency in the use of water, for increasing the recycling and reuse of water, and for preventing the pollution of water. A water conservation plan may be a separate document identified as such or may be contained within another water management document(s).

(25) Wholesale public water supplier--An individual or entity that for compensation supplies water to another for resale to the public for human consumption. The term does not include an individual or entity that supplies water to itself or its employees or tenants as an incident of that employee service or tenancy when that water is not resold to or used by others, or an individual or entity that conveys water to another individual or entity, but does not own the right to the water which is conveyed, whether or not for a delivery fee.

(26) Wholesale use--Water sold from one entity or public water supplier to other retail water purveyors for resale to individual customers.

Source Note: The provisions of this §288.1 adopted to be effective May 3, 1993, 18 TexReg 2558; amended to be effective February 21, 1999, 24 TexReg 949; amended to be effective April 27, 2000, 25 TexReg 3544; amended to be effective August 15, 2002, 27 TexReg 7146; amended to be effective October 7, 2004, 29 TexReg 9384; amended to be effective January 10, 2008, 33 TexReg 193; amended to be effective December 6, 2012, 37 TexReg 9515; amended to be effective August 16, 2018, 43 TexReg 5218

~~Texas Administrative Code~~

~~TITLE 30~~	~~ENVIRONMENTAL QUALITY~~
~~PART 1~~	~~TEXAS COMMISSION ON ENVIRONMENTAL QUALITY~~
~~CHAPTER 288~~	~~WATER CONSERVATION PLANS, DROUGHT CONTINGENCY PLANS, GUIDELINES AND REQUIREMENTS~~
~~SUBCHAPTER A~~	~~WATER CONSERVATION PLANS~~
~~**RULE §288.2**~~	~~**Water Conservation Plans for Municipal Uses by Public Water Suppliers**~~

~~(a) A water conservation plan for municipal water use by public water suppliers must provide information in response to the following. If the plan does not provide information for each requirement, the public water supplier shall include in the plan an explanation of why the requirement is not applicable.~~

~~(1) Minimum requirements. All water conservation plans for municipal uses by public water suppliers must include the following elements:~~

~~(A) a utility profile in accordance with the Texas Water Use Methodology, including, but not limited to, information regarding population and customer data, water use data (including total gallons per capita per day (GPCD) and residential GPCD), water supply system data, and wastewater system data;~~

~~(B) a record management system which allows for the classification of water sales and uses into the most detailed level of water use data currently available to it, including, if possible, the sectors listed in clauses~~

~~(i) - (vi) of this subparagraph. Any new billing system purchased by a public water supplier must be capable of reporting detailed water use data as described in clauses (i) - (vi) of this subparagraph:~~

~~(i) residential;~~
~~(I) single family;~~
~~(II) multi-family;~~
~~(ii) commercial;~~
~~(iii) institutional;~~
~~(iv) industrial;~~
~~(v) agricultural; and,~~
~~(vi) wholesale.~~

~~(C) specific, quantified five-year and ten-year targets for water savings to include goals for water loss programs and goals for municipal use in total GPCD and residential GPCD. The goals established by a public water supplier under this subparagraph are not enforceable;~~

~~(D) metering device(s), within an accuracy of plus or minus 5.0% in order to measure and account for the amount of water diverted from the source of supply;~~

~~(E) a program for universal metering of both customer and public uses of water, for meter testing and repair, and for periodic meter replacement;~~

~~(F) measures to determine and control water loss (for example, periodic visual inspections along distribution lines; annual or monthly audit of the water system to determine illegal connections; abandoned services; etc.);~~

~~(G) a program of continuing public education and information regarding water conservation;~~

~~(H) a water rate structure which is not "promotional," i.e., a rate structure which is cost-based and which does not encourage the excessive use of water;~~

~~(I) a reservoir systems operations plan, if applicable, providing for the coordinated operation of reservoirs owned by the applicant within a common watershed or river basin in order to optimize available water supplies; and~~

~~(J) a means of implementation and enforcement which shall be evidenced by:~~

~~(i) a copy of the ordinance, resolution, or tariff indicating official adoption of the water conservation plan by the water supplier; and~~

~~(ii) a description of the authority by which the water supplier will implement and enforce the conservation plan; and~~

~~(K) documentation of coordination with the regional water planning groups for the service area of the public water supplier in order to ensure consistency with the appropriate approved regional water plans.~~

~~(2) Additional content requirements. Water conservation plans for municipal uses by public drinking water suppliers serving a current population of 5,000 or more and/or a projected population of 5,000 or more within the next ten years subsequent to the effective date of the plan must include the following elements:~~

~~(A) a program of leak detection, repair, and water loss accounting for the water transmission, delivery, and distribution system;~~

~~(B) a requirement in every wholesale water supply contract entered into or renewed after official adoption of the plan (by either ordinance, resolution, or tariff), and including any contract extension, that each successive wholesale customer develop and implement a water conservation plan or water conservation measures using the applicable elements in this chapter. If the customer intends to resell the water, the contract between the initial supplier and customer must provide that the contract for the resale of the water must have water conservation requirements so that each successive customer in the resale of the water will be required to implement water conservation measures in accordance with the provisions of this chapter.~~

~~(3) Additional conservation strategies. Any combination of the following strategies shall be selected by the water supplier, in addition to the minimum requirements in paragraphs (1) and (2) of this subsection, if they are necessary to achieve the stated water conservation goals of the plan. The commission may require that any of the following strategies be implemented by the water supplier if the commission determines that the strategy is necessary to achieve the goals of the water conservation plan:~~

~~(A) conservation-oriented water rates and water rate structures such as uniform or increasing block rate schedules, and/or seasonal rates, but not flat rate or decreasing block rates;~~

~~(B) adoption of ordinances, plumbing codes, and/or rules requiring water-conserving plumbing fixtures to be installed in new structures and existing structures undergoing substantial modification or addition;~~

~~(C) a program for the replacement or retrofit of water-conserving plumbing fixtures in existing structures;~~

~~(D) reuse and/or recycling of wastewater and/or gray water;~~

~~(E) a program for pressure control and/or reduction in the distribution system and/or for customer connections;~~

~~(F) a program and/or ordinance(s) for landscape water management;~~

~~(G) a method for monitoring the effectiveness and efficiency of the water conservation plan; and~~

~~(H) any other water conservation practice, method, or technique which the water supplier shows to be appropriate for achieving the stated goal or goals of the water conservation plan.~~

~~(b) A water conservation plan prepared in accordance with 31 TAC §363.15 (relating to Required Water Conservation Plan) of the Texas Water Development Board and~~

~~substantially meeting the requirements of this section and other applicable commission rules may be submitted to meet application requirements in accordance with a memorandum of understanding between the commission and the Texas Water Development Board.~~

~~(c) A public water supplier for municipal use shall review and update its water conservation plan, as appropriate, based on an assessment of previous five-year and ten-year targets and any other new or updated information. The public water supplier for municipal use shall review and update the next revision of its water conservation plan every five years to coincide with the regional water planning group.~~

~~Source Note: The provisions of this §288.2 adopted to be effective May 3, 1993, 18 TexReg 2558; amended to be effective February 21, 1999, 24 TexReg 949; amended to be effective April 27, 2000, 25 TexReg 3544; amended to be effective October 7, 2004, 29 TexReg 9384; amended to be effective December 6, 2012, 37 TexReg 9515~~

Texas Administrative Code

TITLE 30	ENVIRONMENTAL QUALITY
PART 1	TEXAS COMMISSION ON ENVIRONMENTAL QUALITY
CHAPTER 288	WATER CONSERVATION PLANS, DROUGHT CONTINGENCY PLANS, GUIDELINES AND REQUIREMENTS
SUBCHAPTER A	WATER CONSERVATION PLANS
RULE §288.2	Water Conservation Plans for Municipal Uses by Public Water Suppliers

(a) A water conservation plan for municipal water use by public water suppliers must provide information in response to the following. If the plan does not provide information for each requirement, the public water supplier shall include in the plan an explanation of why the requirement is not applicable.

(1) Minimum requirements. All water conservation plans for municipal uses by public water suppliers must include the following elements:

(A) a utility profile in accordance with the Texas Water Use Methodology, including, but not limited to, information regarding population and customer data, water use data (including total gallons per capita per day (GPCD) and residential GPCD), water supply system data, and wastewater system data;

(B) a record management system which allows for the classification of water sales and uses into the most detailed level of water use data currently available to it, including, if possible, the sectors listed in clauses (i) - (vi) of this subparagraph. Any new billing system purchased by a public water supplier must be capable of reporting detailed water use data as described in clauses (i) - (vi) of this subparagraph:

(i) residential;

(I) single family;

(II) multi-family;

(ii) commercial;

(iii) institutional;

(iv) industrial;

(v) agricultural; and,

(vi) wholesale.

(C) specific, quantified five-year and ten-year targets for water savings to include goals for water loss programs and goals for municipal use in total GPCD and residential GPCD. The goals established by a public water supplier under this subparagraph are not enforceable;

(D) metering device(s), within an accuracy of plus or minus 5.0% in order to measure and account for the amount of water diverted from the source of supply;

(E) a program for universal metering of both customer and public uses of water, for meter testing and repair, and for periodic meter replacement;

(F) measures to determine and control water loss (for example, periodic visual inspections along distribution lines; annual or monthly audit of the water system to determine illegal connections; abandoned services; etc.);

(G) a program of continuing public education and information regarding water conservation;

(H) a water rate structure which is not "promotional," i.e., a rate structure which is cost-based and which does not encourage the excessive use of water;

(I) a reservoir systems operations plan, if applicable, providing for the coordinated operation of reservoirs owned by the applicant within a common watershed or river basin in order to optimize available water supplies; and

(J) a means of implementation and enforcement which shall be evidenced by:

(i) a copy of the ordinance, resolution, or tariff indicating official adoption of the water conservation plan by the water supplier; and

(ii) a description of the authority by which the water supplier will implement and enforce the conservation plan; and

(K) documentation of coordination with the regional water planning groups for the service area of the public water supplier in order to ensure consistency with the appropriate approved regional water plans.

(2) Additional content requirements. Water conservation plans for municipal uses by public drinking water suppliers serving a current population of 5,000 or more and/or a projected population of 5,000 or more within the next ten years subsequent to the effective date of the plan must include the following elements:

(A) a program of leak detection, repair, and water loss accounting for the water transmission, delivery, and distribution system;

(B) a requirement in every wholesale water supply contract entered into or renewed after official adoption of the plan (by either ordinance, resolution, or tariff), and including any contract extension, that each successive wholesale customer develop and implement a water conservation plan or water conservation measures using the applicable elements in this chapter. If the customer intends to resell the water, the contract between the initial supplier and customer must provide that the contract for the resale of the water must have water conservation requirements so that each successive customer in the resale of the water will be required to implement water conservation measures in accordance with the provisions of this chapter.

(3) Additional conservation strategies. Any combination of the following strategies shall be selected by the water supplier, in addition to the minimum requirements in paragraphs (1) and (2) of this subsection, if they are necessary to achieve the stated water conservation goals of the plan. The commission may require that any of the following strategies be implemented by the water supplier if the commission determines that the strategy is necessary to achieve the goals of the water conservation plan:

(A) conservation-oriented water rates and water rate structures such as uniform or increasing block rate schedules, and/or seasonal rates, but not flat rate or decreasing block rates;

(B) adoption of ordinances, plumbing codes, and/or rules requiring water-conserving plumbing fixtures to be installed in new structures and existing structures undergoing substantial modification or addition;

(C) a program for the replacement or retrofit of water-conserving plumbing fixtures in existing structures;

(D) reuse and/or recycling of wastewater and/or graywater;

(E) a program for pressure control and/or reduction in the distribution system and/or for customer connections;

(F) a program and/or ordinance(s) for landscape water management;

(G) a method for monitoring the effectiveness and efficiency of the water conservation plan; and

(H) any other water conservation practice, method, or technique which the water supplier shows to be appropriate for achieving the stated goal or goals of the water conservation plan.

(b) A water conservation plan prepared in accordance with 31 TAC §363.15 (relating to Required Water Conservation Plan) of the Texas Water Development Board and substantially meeting the requirements of this section and other applicable commission rules may be submitted to meet application requirements in accordance with a memorandum of understanding between the commission and the Texas Water Development Board.

(c) A public water supplier for municipal use shall review and update its water conservation plan, as appropriate, based on an assessment of previous five-year and ten-year targets and any other new or updated information. The public water supplier for municipal use shall review and update the next revision of its water conservation plan every five years to coincide with the regional water planning group.

Source Note: The provisions of this §288.2 adopted to be effective May 3, 1993, 18 TexReg 2558; amended to be effective February 21, 1999, 24 TexReg 949; amended to be effective April 27, 2000, 25 TexReg 3544; amended to be effective October 7, 2004, 29 TexReg 9384; amended to be effective December 6, 2012, 37 TexReg 9515

APPENDIX C

20194 WATER UTILITY PROFILE

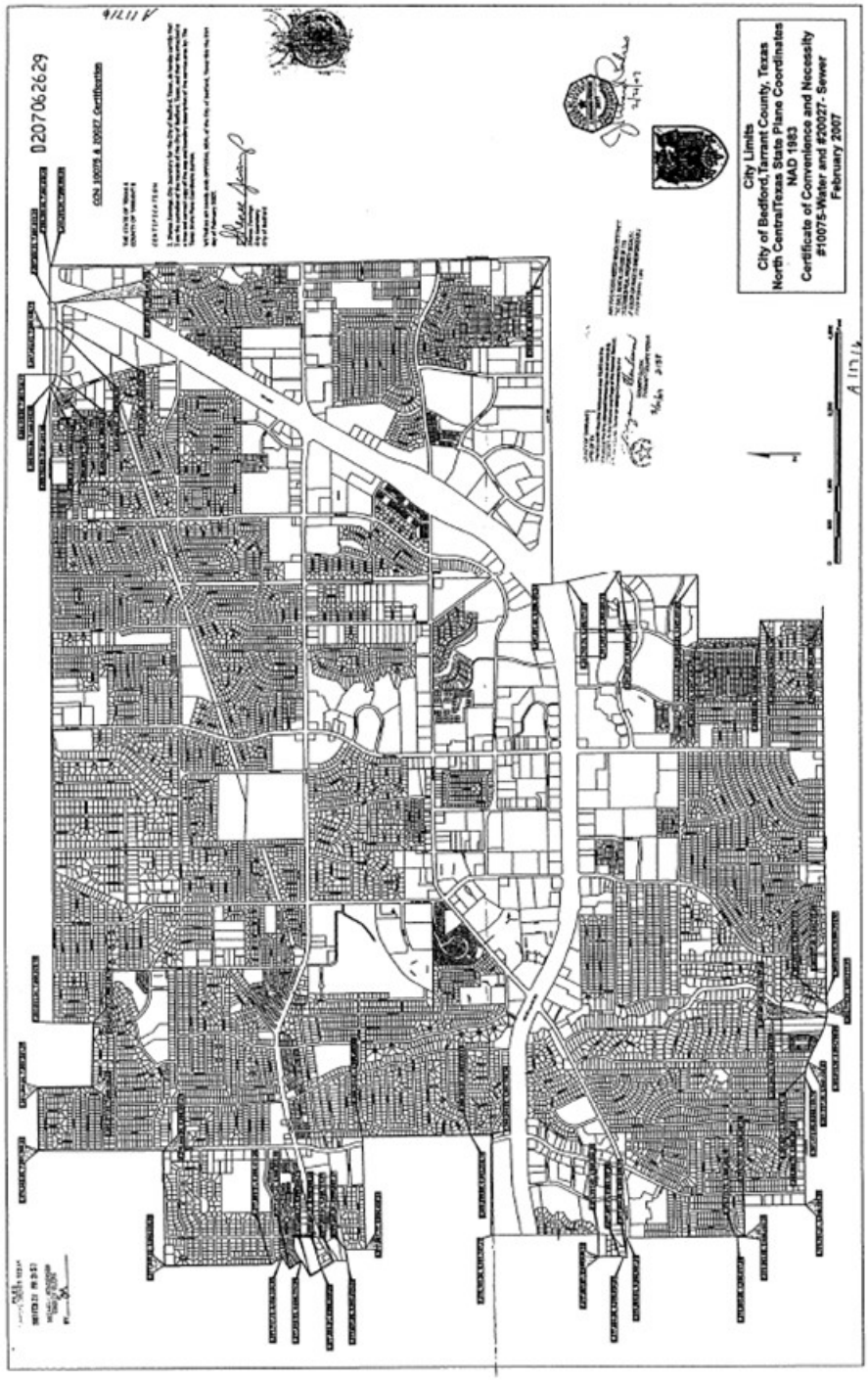
Texas Commission on Environmental Quality

UTILITY PROFILE AND WATER CONSERVATION PLAN REQUIREMENTS FOR MUNICIPAL WATER USE BY RETAIL PUBLIC WATER SUPPLIERS

This form is provided to assist retail public water suppliers in water conservation plan development. If you need assistance in completing this form or in developing your plan, please contact the conservation staff of the Resource Protection Team in the Water Availability Division at (512) 239-4691.

Name:	City of Bedford	
Address:	1813 Reliance Pwy	
Telephone Number:	(817) -9522200	Fax: (817) -9522240
Water Right No.(s):		
Regional Water Planning Group:	C	
Form Completed by:	Paul Rosalez	
Title:	Environmental Specialist	
Person responsible for implementing conservation program:	Kenneth Overstreet	Phone: (817) 952-2200
Signature:	Kenneth Overstreet	Date: 4/29/19

NOTE: If the plan does not provide information for each requirement, include an explanation of why the requirement is not applicable.


D207062629
City Limits
City of Bedford, Tarrant County, Texas
North Central Texas State Plane Coordinates
NAD 1983
Certificate of Convenience and Necessity
#10075-Water and #20027- Sewer
February 2007

UTILITY PROFILE

I. POPULATION AND CUSTOMER DATA

A. Population and Service Area Data

1. Attach a copy of your service-area map and, if applicable, a copy of your Certificate of Convenience and Necessity (CCN).

2. Service area size (in square miles): 10

   (Please attach a copy of service-area map)

3. Current population of service area: 49,486

4. Current population served for:

   a. Water 49,486

   b. Wastewater 49,486

5. Population served for previous five years:

Year	*Population*
2014	48,834
2015	49,156
2016	49,497
2017	49,486
2018	49,486

6. Projected population for service area in the following decades:

Year	*Population*
2020	48,425
2030	52,345
2040	56,255
2050	60,166
2060	60,166

7. List source or method for the calculation of current and projected population size.

   United States Census Bureau and Population Projections for 2020-2070 for Water User Groups by Region and County (03/28/2019)

B. Customers Data

Senate Bill 181 requires that uniform consistent methodologies for calculating water use and conservation be developed and available to retail water providers and certain other water use sectors as a guide for preparation of water use reports, water conservation plans, and reports on water conservation efforts. A water system must provide the most detailed level of customer and water use data available to it, however, any new billing system purchased must be capable of reporting data for each of the sectors listed below. http://www.tceq.texas.gov/assets/public/permitting/watersupply/water_rights/sb181_guidance.pdf

1. Current number of active connections. Check whether multi-family service is counted as ☐ Residential or ☐ Commercial?

Treated Water Users	*Metered*	*Non-Metered*	**Totals**
Residential	13,938		13,938
Single-Family	13,643		13,643
Multi-Family	295		295
Commercial	713		713
Industrial/Mining			
Institutional			
Agriculture			
Other/Wholesale	469		469

2. List the number of new connections per year for most recent three years.

Year	2016	2017	2018
Treated Water Users			
Residential	66	25	28
Single-Family	62	20	22
Multi-Family	4	5	6
Commercial	14	16	9
Industrial/Mining			
Institutional			
Agriculture			
Other/Wholesale	0	28	30

3. List of annual water use for the five highest volume customers.

	Customer	*Use (1,000 gal/year)*	*Treated or Raw Water*
1.	Walden Residentail	205,756.90	0
2.	Texas Health Resources	253,178.62	0
3.	Colonial @ Shoal Creek	139,099.76	0
4.	Colonial @ Willow Creek	136,358.42	0
5.	City of Bedford	171,990.27	0

II. WATER USE DATA FOR SERVICE AREA

A. *Water Accounting Data*

1. List the amount of water use for the previous five years (in 1,000 gallons). Indicate whether this is ☐ diverted or ☒ treated water.

Year	2014	2015	2016	2017	2018
Month					
January	150,905	128,170	116,868	117,720	122,435
February	140,597	120,891	127,172	129,001	113,407
March	178,272	135,233	144,899	173,930	132,243
April	194,012	149,417	166,317	175,940	173,894
May	243,438	129,101	166,341	259,914	241,190
June	247,078	206,098	235,303	251,601	318,032
July	291,771	305,739	326,833	285,551	372,071
August	312,278	374,722	312,827	237,257	321,296
September	276,865	296,942	272,053	271,119	194,103
October	256,514	253,896	253,634	237,837	157,716
November	157,278	120,697	173,177	267,119	124,484
December	139,219	106,890	135,483	135,660	126,971
Totals	2,588,227	32,327,796	2,404,035	2,545,516	2,397,842

Describe how the above figures were determine (e.g, from a master meter located at the point of a diversion from the source, or located at a point where raw water enters the treatment plant, or from water sales).

Trinity River Authority (TRA) Monthly Flow Reports and The City of Bedford dailey Well meter reads..

2. Amount of water (in 1,000 gallons) delivered/sold as recorded by the following account types for the past five years.

Year	2014	2015	2016	2017	2018
Account Types					
Residential					
Single-Family	2,366,501	1,384,345	1,331,335	1,328,257	1,389,994
Multi-Family	1,561,840	404,278	424,480	418,223	404,387
Commercial	354,745	315,892	315,289	306,633	309,236
Industrial/Mining					
Institutional					
Agriculture					
Other/Wholesale	0	206,165	233,860	235,041	230,717

3. List the previous records for water loss for the past five years (the difference between water diverted or treated and water delivered or sold).

Year	*Amount (gallons)*	*Percent %*
2014	195,797,549	7.55%
2015	115,478,886	4.70%
2016	115,522,204	4.75%
2017	209,406,316	8.29%
2018	35,964,124	1.50%

B. Projected Water Demands

If applicable, attach or cite projected water supply demands from the applicable Regional Water Planning Group for the next ten years using information such as population trends, historical water use, and economic growth in the service area over the next ten years and any additional water supply requirements from such growth.

III. WATER SUPPLY SYSTEM DATA

A. Water Supply Sources

List all current water supply sources and the amounts authorized (in acre feet) with each.

Water Type	*Source*	*Amount Authorized*
Surface Water	N/A	N/A
Groundwater	Trinity Sands	N/A
Contracts	Trinity River Authority	Pay as you go, based on % of usage
Other		

B. Treatment and Distribution System

1. Design daily capacity of system (MGD):16 MGD

2. Storage capacity (MGD):
   a. Elevated 5 MGD
   b. Ground 1.325 MGD

3. If surface water, do you recycle filter backwash to the head of the plant?
   ☐ Yes ☐ No If yes, approximate amount (MGD): N/A

IV. WASTEWATER SYSTEM DATA

A. *Wastewater System Data (if applicable)*

1. Design capacity of wastewater treatment plant(s) (MGD): N/A

2. Treated effluent is used for ☐ on-site irrigation, ☐ off-site irrigation, for ☐ plant wash-down, and/or for ☐ chlorination/dechlorination.

   If yes, approximate amount (in gallons per month):

3. Briefly describe the wastewater system(s) of the area serviced by the water utility. Describe how treated wastewater is disposed. Where applicable, identify treatment plant(s) with the TCEQ name and number, the operator, owner, and the receiving stream if wastewater is discharged.

   The City of Bedford contracts with the Trinity River Authority (TRA) for its wastewater treatment at TRA's Central Regional Wastewater System (CRWS)

B. *Wastewater Data for Service Area (if applicable)*

1. Percent of water service area served by wastewater system: 100 %

2. Monthly volume treated for previous five years (in 1,000 gallons):

Year	2014	2015	2016	2017	2018
Month					
January	128,741	131,293	130,067	128,134	123,236
February	116,900	118,132	119,075	114,742	121,234
March	129,799	140,288	133,848	124,836	133,848
April	124,461	131,386	129,167	124,897	120,028
May	130,090	162,860	132,525	126,041	126,453
June	127,782	134,576	134,618	128,673	119,652
July	130,171	130,131	129,506	132,097	121,474
August	130,821	126,804	132,362	129,247	125,695
September	125,403	123,253	126,247	119,566	137,383
October	129,967	134,088	127,996	121,498	171,701
November	126,224	140,037	125,635	116,633	129,190
December	127,062	134,895	125,159	123,521	135,561
Totals	1,527,421	1,607,734	1,545,878	1,489,885	1,565,355

V. ADDITIONAL REQUIRED INFORMATION

In addition to the utility profile, please attach the following as required by Title 30, Texas Administrative Code, §288.2. Note: If the water conservation plan does not provide information for each requirement, an explanation must be included as to why the requirement is not applicable.

A. *Specific, Quantified 5 & 10-Year Targets*

The water conservation plan must include specific, quantified five-year and ten-year targets for water savings to include goals for water loss programs and goals for municipal use in gallons per capita per day. Note that the goals established by a public water supplier under this subparagraph are not enforceable

B. *Metering Devices*

The water conservation plan must include a statement about the water suppliers metering device(s), within an accuracy of plus or minus 5.0% in order to measure and account for the amount of water diverted from the source of supply.

C. *Universal Metering*

The water conservation plan must include and a program for universal metering of both customer and public uses of water, for meter testing and repair, and for periodic meter replacement.

D. *Unaccounted- For Water Use*

The water conservation plan must include measures to determine and control unaccounted-for uses of water (for example, periodic visual inspections along distribution lines; annual or monthly audit of the water system to determine illegal connections; abandoned services; etc.).

E. *Continuing Public Education & Information*

The water conservation plan must include a description of the program of continuing public education and information regarding water conservation by the water supplier.

F. *Non-Promotional Water Rate Structure*

The water supplier must have a water rate structure which is not "promotional," i.e., a rate structure which is cost-based and which does not encourage the excessive use of water. This rate structure must be listed in the water conservation plan.

G. *Reservoir Systems Operations Plan*

The water conservation plan must include a reservoir systems operations plan, if applicable, providing for the coordinated operation of reservoirs owned by the applicant within a common watershed or river basin. The reservoir systems operations plan shall include optimization of water supplies as one of the significant goals of the plan.

H. *Enforcement Procedure and Plan Adoption*

The water conservation plan must include a means for implementation and enforcement, which shall be evidenced by a copy of the ordinance, rule, resolution, or tariff, indicating official adoption of the water conservation plan by the water supplier; and a description of the authority by which the water supplier will implement and enforce the conservation plan.

I. *Coordination with the Regional Water Planning Group(s)*

The water conservation plan must include documentation of coordination with the regional water planning groups for the service area of the wholesale water supplier in order to ensure consistency with the appropriate approved regional water plans.

J. *Plan Review and Update*

A public water supplier for municipal use shall review and update its water conservation plan, as appropriate, based on an assessment of previous five-year and ten-year targets and any other new or updated information. The public water supplier for municipal use shall review and update the next revision of its water conservation plan not later than May 1, 2009, and every five years after that date to coincide with the regional water planning group. The revised plan must also include an implementation report.

VI. ADDITIONAL REQUIREMENTS FOR LARGE SUPPLIERS

Required of suppliers serving population of 5,000 or more or a projected population of 5,000 or more within ten years

A. *Leak Detection and Repair*

The plan must include a description of the program of leak detection, repair, and water loss accounting for the water transmission, delivery, and distribution system in order to control unaccounted for uses of water.

B. *Contract Requirements*

A requirement in every wholesale water supply contract entered into or renewed after official adoption of the plan (by either ordinance, resolution, or tariff), and including any contract extension, that each successive wholesale customer develop and implement a water conservation plan or water conservation measures using the applicable elements in this chapter. If the customer intends to resell the water, the contract between the initial supplier and customer must provide that the contract for the resale of the water must have water conservation requirements so that each successive customer in the resale of the water will be required to implement water conservation measures in accordance with the provisions of this chapter.

VII. ADDITIONAL CONSERVATION STRATEGIES

A. *Conservation Strategies*

Any combination of the following strategies shall be selected by the water supplier, in addition to the minimum requirements of this chapter, if they are necessary in order to achieve the stated water conservation goals of the plan. The commission may require by commission order that any of the following strategies be implemented by the water supplier if the commission determines that the strategies are necessary in order for the conservation plan to be achieved:

1. Conservation-oriented water rates and water rate structures such as uniform or increasing block rate schedules, and/or seasonal rates, but not flat rate or decreasing block rates;

2. Adoption of ordinances, plumbing codes, and/or rules requiring water conserving plumbing fixtures to be installed in new structures and existing structures undergoing substantial modification or addition;

3. A program for the replacement or retrofit of water-conserving plumbing fixtures in existing structures;

4. A program for reuse and/or recycling of wastewater and/or graywater;

5. A program for pressure control and/or reduction in the distribution system and/or for customer connections;

6. A program and/or ordinance(s) for landscape water management;

7. A method for monitoring the effectiveness and efficiency of the water conservation plan; and

8. Any other water conservation practice, method, or technique which the water supplier shows to be appropriate for achieving the stated goal or goals of the water conservation plan.

Best Management Practices

The Texas Water Developmental Board's (TWDB) Report 362 is the Water Conservation Best Management Practices (BMP) guide. The BMP Guide is a voluntary list of management practices that water users may implement in addition to the required components of Title 30, Texas Administrative Code, Chapter 288. The Best Management Practices Guide broken out by sector, including Agriculture, Commercial, and Institutional, Industrial, Municipal and Wholesale along with any new or revised BMP's can be found at the following link on the Texas Water Developments Board's website: http://www.twdb.state.tx.us/conservation/bmps/index.asp

Individuals are entitled to request and review their personal information that the agency gathers on its forms. They may also have any errors in their information corrected. To review such information, contact 512-239-3282.

APPENDIX D

LANDSCAPE WATER MANAGEMENT REGULATIONS

ORDINANCE NO. 08-2912

ORDINANCE NO. 08-2913

ORDINANCE NO. 16-3147

ORDINANCE NO. 08-2912

2000 International Plumbing Code Amendment

AN ORDINANCE AMENDING CHAPTER 22 OF THE CITY OF BEDFORD CODE OF ORDINANCES ENTITLED "ARTICLE IV PLUMBING; IRRIGATION", AS PREVIOUSLY ADOPTED, IN ORDER TO ESTABLISH THE MINIMUM STANDARDS FOR INSTALLATION OF IRRIGATION SYSTEMS WITHIN THE CORPORATE LIMITS OF THE CITY OF BEDFORD AND PERMIT FEES THEREFOR; PROVIDING FOR RECORDING OF SUCH CODE AS A PUBLIC RECORD PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR A PENALTY FOR VIOLATIONS HEREOF; PROVIDING A SAVINGS CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Bedford is a home rule city acting under its charter adopted by the electorate pursuant to Article XI, Section 5 of the Texas Constitution and Chapter 9 of the Local Government Code; and,

WHEREAS, the City Council of the City of Bedford, Texas has determined that water conservation and environmental protection are important issues and concerns affecting the City; and,

WHEREAS, properly-installed irrigation systems will conserve water, help avoid wasteful use, and improve the overall quality of life for the citizens of Bedford, Texas; and,

WHEREAS, during the 2007 legislative session, the Texas Legislature adopted House Bill 1656; and,

WHEREAS, House Bill 1656 amended Chapter 401 of the Texas Local Government Code to require a city with a population of 20,000 or more to regulate the installation of irrigation systems within the corporate limits of the city as well as the city's extraterritorial jurisdiction; and,

WHEREAS, the provisions herein are necessary to promote and protect the health, safety, and welfare of the public by creating an urban environment that is protective of the city's water supply and provides an enhanced quality of life for the citizens of the City of Bedford.

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

SECTION 1. That the International Plumbing Code, 2000 Edition, published by the International Code Council, is hereby amended by adding section 315 as follows:

315. Landscape Irrigation. Minimum Standards for Landscape Irrigation Systems.

The landscape irrigation rules promulgated by the Texas Commission on Environmental Quality and contained in Chapter 344, Subchapters E and F, §§344.50-344.65 TEXAS ADMINISTRATIVE CODE, as the same may be from time to time amended, are hereby adopted by reference as the landscape irrigation rules of the City.

SECTION 2. That this ordinance shall be cumulative of all provisions of ordinances of the City of Bedford, Texas, except where the provisions of this ordinance are in direct conflict with the provisions of such ordinances, in which event the conflicting provisions of such ordinances are hereby repealed.

SECTION 3. That it is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs, and sections of this ordinance are, severable, and if any phrase, clause sentence, paragraph or section of this ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the

remaining phrases, clauses, sentences, paragraphs and sections of this ordinance, since the same would have been enacted by the City Council without the incorporation in this ordinance of any such unconstitutional phrase, clause, sentence, paragraph or section.

SECTION 4. That any person, firm or corporation who violates, disobeys, omits, neglects or refuses to comply with or who resists the enforcement of any of the provisions of this ordinance shall be fined not more than five hundred dollars ($500) for each day that a violation is permitted to exist. Each day that a violation is permitted to exist shall constitute a separate offense.

SECTION 5. That all rights and remedies of the City of Bedford are expressly saved as to any and all violations of the provisions of any ordinances affecting the regulation and control of the use, occupancy, maintenance, repair, design, construction and quality of materials for buildings and structures within the City which have accrued at the time of the effective date of this ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances, same shall not be affected by this ordinance but may be prosecuted until final disposition by the courts.

SECTION 6. That this ordinance shall be in full force and effect from and after its passage as required by law but not before January 1, 2009, and is so ordained.

PASSED AND APPROVED this 9th day of December 2008, by a vote of 6 ayes, 0 nays and 0 abstentions, at a regular meeting of the City Council of the City of Bedford, Texas.

_____
Jim Story, Mayor

ATTEST:

_____
Shanae Jennings, City Secretary

APPROVED AS TO FORM:

_____
Stan Lowry, City Attorney

ORDINANCE NO. 08-2913

2000 International Residential Code Amendment

AN ORDINANCE AMENDING CHAPTER 22 OF THE CITY OF BEDFORD CODE OF ORDINANCES ENTITLED "ARTICLE IIIa INTERNATIONAL RESIDENTIAL CODE FOR ONE AND TWO FAMILY DWELLINGS", AS PREVIOUSLY ADOPTED, IN ORDER TO ESTABLISH THE MINIMUM STANDARDS FOR INSTALLATION OF IRRIGATION SYSTEMS WITHIN THE CORPORATE LIMITS OF THE CITY OF BEDFORD AND PERMIT FEES THEREFOR; PROVIDING FOR RECORDING OF SUCH CODE AS A PUBLIC RECORD; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR A PENALTY FOR VIOLATIONS HEREOF; PROVIDING A SAVINGS CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Bedford is a home rule city acting under its charter adopted by the electorate pursuant to Article XI, Section 5 of the Texas Constitution and Chapter 9 of the Local Government Code; and,

WHEREAS, the City Council of the City of Bedford, Texas has determined that water conservation and environmental protection are important issues and concerns affecting the City; and,

WHEREAS, properly-installed irrigation systems will conserve water, help avoid wasteful use, and improve the overall quality of life for the citizens of Bedford, Texas; and,

WHEREAS, during the 2007 legislative session the Texas Legislature adopted House Bill 1656; and,

WHEREAS, House Bill 1656 amended Chapter 401 of the Texas Local Government Code to require a city with a population of 20,000 or more to regulate the installation of irrigation systems within the corporate limits of the city as well as the city's extraterritorial jurisdiction; and,

WHEREAS, the provisions herein are necessary to promote and protect the health, safety, and welfare of the public by creating an urban environment that is protective of the City's water supply and provide an enhanced quality of life for the citizens of the City of Bedford.

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

SECTION 1. That the International Plumbing Code, 2000 Edition, published by the International Code Council, is hereby amended by adding section 315 as follows:

P2609. Landscape Irrigation. Minimum Standards for Landscape Irrigation Systems.

The landscape irrigation rules promulgated by the Texas Commission on Environmental Quality and contained in Chapter 344, Subchapters E and F, §§344.50-344.65 TEXAS ADMINISTRATIVE CODE, as the same may be from time to time amended, are hereby adopted by reference as the landscape irrigation rules of the City.

SECTION 2. That this ordinance shall be cumulative of all provisions of ordinances of the City of Bedford, Texas, except where the provisions of this ordinance are in direct conflict with the provisions of such ordinances, in which event the conflicting provisions of such ordinances are hereby repealed.

SECTION 3. That it is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs, and sections of this ordinance are, severable, and if any phrase, clause sentence, paragraph or section of this ordinance shall be

declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this ordinance, since the same would have been enacted by the City Council without the incorporation in this ordinance of any such unconstitutional phrase, clause, sentence, paragraph or section.

SECTION 4. That any person, firm or corporation who violates, disobeys, omits, neglects or refuses to comply with or who resists the enforcement of any of the provisions of this ordinance shall be fined not more than five hundred dollars ($500) for each day that a violation is permitted to exist. Each day that a violation is permitted to exist shall constitute a separate offense.

SECTION 5. That all rights and remedies of the City of Bedford are expressly saved as to any and all violations of the provisions of any ordinances affecting the regulation and control of the use, occupancy, maintenance, repair, design, construction and quality of materials for buildings and structures within the City which have accrued at the time of the effective date of this ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances, same shall not be affected by this ordinance but may be prosecuted until final disposition by the courts.

SECTION 6. That this ordinance shall be in full force and effect from and after its passage as required by law but not before January 1, 2009, and is so ordained.

PASSED AND APPROVED this 9th day of December 2008, by a vote of 6 ayes, 0 nays and 0 abstentions, at a regular meeting of the City Council of the City of Bedford, Texas.

_____
Jim Story, Mayor

ATTEST:

_____
Shanae Jennings, City Secretary

APPROVED AS TO FORM:

_____
Stan Lowry, City Attorney

ORDINANCE NO. 19-3255

AN ORDINANCE AMENDING CHAPTER 22 OF THE CODE OF ORDINANCES OF THE CITY OF BEDFORD, TEXAS, BY REPEALING ARTICLE III "INTERNATIONAL CODES/AMENDMENTS", AND REPLACING IT WITH ARTICLE III INTERNATIONAL CODES/AMENDMENTS INCLUSIVE OF THE INTERNATIONAL BUILDING CODE 2018 EDITION, INTERNATIONAL RESIDENTIAL CODE 2018 EDITION, INTERNATIONAL MECHANICAL CODE 2018 EDITION, INTERNATIONAL PLUMBING CODE 2018 EDITION, INTERNATIONAL FUEL GAS CODE 2018 EDITION, INTERNATIONAL ENERGY CONSERVATION CODE 2018 EDITION, INTERNATIONAL SWIMMING POOL AND SPA CODE 2018 EDITION; MAKING REGIONAL AMENDMENTS TO EACH OF THE INTERNATIONAL CODES ADOPTED HEREBY; PROVIDING A PENALTY OF UP TO $2,000 PER DAY FOR VIOLATIONS; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A REPEALING CLAUSE; PROVIDING A SAVINGS CLAUSE; AND DECLARING AN EFFECTIVE DATE.

WHEREAS, the Texas Legislature allows all Texas municipalities adopt the most current editions of the International Building Code, International Residential Code, International Mechanical Code, International Plumbing Code, International Fuel Gas Code, International Energy Conservation Code and International Swimming Pool and Spa Code; and,

WHEREAS, that legislation also allows municipalities to make regional amendments to said International Codes; and,

WHEREAS, the City Council of the City of Bedford, Texas, desires to adopt the most current editions of the International Codes as allowed by the Texas Legislature, and further desires to adopt and enact certain local amendments to said International Codes; and,

WHEREAS, the Bedford City Council finds and determines that the codes and amendments adopted hereby will promote the health, safety and general welfare of the citizens of the City of Bedford, Texas.

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

SECTION 1. That the findings above are found to be true and correct, and are incorporated herein.

SECTION 2. That Chapter 22, "BUILDINGS AND BUILDING REGULATIONS," Article III, "International Codes/Amendments," of the Code of Ordinances of the City of Bedford, Texas, as amended, be hereby amended in its entirety to hereafter be and read as follows:

ARTICLE III INTERNATIONAL CODES / AMENDMENTS

Sec. 22-51- International Building Code Adopted.

The International Building Code, 2018 Edition and appendix chapters G and J as published by the International Code Council, Inc., is hereby adopted by reference. Unless deleted, amended, expanded or otherwise changed herein, all provisions of such Code shall be fully applicable and binding; providing for the issuance of permits and the collection of fees thereof.

Sec. 22-52 - Amendments to the 2018 International Building Code.

1. *Section 101.1; Insert: City of Bedford, Texas*

2. ***Section 101.4; change to read as follows:*

   101.4 Referenced codes. The other codes listed in Sections 101.4.1 through 101.4.8 and referenced elsewhere in this code, when specifically adopted, shall be considered part of the requirements of this code to the prescribed extent of each such reference.

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Whenever amendments have been adopted to the referenced codes and standards, each reference to said code and standard shall be considered to reference the amendments as well. Any reference to NFPA 70 or the Electrical Code shall mean the Electrical Code as adopted.

3. ***Section 101.4.8; add the following:*

101.4.8 Electrical. The provisions of the Electrical Code shall apply to the installation of electrical systems, including alterations, repairs, replacement, equipment, appliances, fixtures, fittings and appurtenances thereto.

4. *** Section 103 and 103.1; amend to insert the Department Name*

103.1 Creation of enforcement agency. The City of Bedford, Development Department, Inspections Division is hereby created and the official in charge thereof shall be known as the *building official*.

5. ***Section 105.2 Work exempt from permit; under sub-title entitled "Building" change items 1 and 2, remainder items unchanged.*

Section 105.2 (1): Playhouses, tool storage and similar uses, provided the floor area does not exceed 50 square feet.

Section 105.2 (2.); Delete

6. ***Section 109; add Section 109.7 to read as follows:*

109.7 Re-inspection Fee. A fee as established by city council resolution may be charged when:

(1) The inspection called for is not ready when the inspector arrives;

(2) No building address or permit card is clearly posted;

(3) City approved plans are not on the job site available to the inspector;

(4) The building is locked or work otherwise not available for inspection when called;

(5) The job site is red-tagged twice for the same item;

(6) The original red tag has been removed from the job site.

(7) Failure to maintain erosion control, trash control or tree protection.

Any re-inspection fees assessed shall be paid before any more inspections are made on that job site.

7. ***Section 109; add Section 109.8, 109.8.1, 109.8.2 and 109.9 to read as follows:*

109.8 Work without a permit.

109.8.1 Investigation. Whenever work for which a permit is required by this code has been commenced without first obtaining a permit, a special investigation shall be made before a permit may be issued for such work.

109.8.2 Fee. An investigation fee, in addition to the permit fee, shall be collected whether or not a permit is subsequently issued. The investigation fee shall be equal to the amount of the permit fee required by this code or the city fee schedule as applicable.

The payment of such investigation fee shall not exempt the applicant from compliance with all other provisions of either this code or the technical codes nor from penalty prescribed by law.

109.9 Unauthorized cover up fee. Any work concealed without first obtaining the required inspection in violation of Section 110 shall be assessed a fee as established by the city fee schedule.

8. ***Section 110.3.5; Lath, gypsum board and gypsum panel product inspection; Delete exception*

~~*Exception : Gypsum board and gypsum panel products that are not part of a fire resistance rated assembly or a shear assembly.*~~

9. **Section 113; delete entire section and change to read as follows:*

Section 113 Board of Appeals: Any person shall have the right to appeal a decision of the code official to the board of appeals established by ordinance. The board shall be governed by the enabling ordinance.

10. ****Section 114.2; amend to read as follows:*
Section 114.2 Notice of violation; citation. The *building official* is authorized to serve a notice of violation or order on the person responsible for the erection, construction, alteration, extension, repair, moving, removal, demolition or occupancy of a building or structure in violation of the provisions of this code, or in violation of a permit or certificate issued under the provisions of this code. Such order shall direct the discontinuance of the illegal action or condition and the abatement of the violation. The *building official* is authorized to issue citations alleging violations of this code for prosecution in the Municipal Court. Notice under this section is not a prerequisite to prosecution of violations of this code.

11. *Section 114.3 shall be deleted in its entirety.*

12. ****Section 202; amend definition of Ambulatory Care Facility as follows:*

AMBULATORY CARE FACILITY. Buildings or portions thereof used to provide medical, surgical, psychiatric, nursing or similar care on a less than 24-hour basis to individuals who are rendered incapable of self-preservation by the services provided ~~or staff has accepted responsibility for care recipients already incapable~~. This group may include but not be limited to the following:

- Dialysis centers
- Sedation dentistry
- Surgery centers
- Colonic centers
- Psychiatric centers

13. **Section 202; add definition of Assisting Living Facilities to read as follows.*

ASSISTED LIVING FACILITIES. *A building or part thereof housing persons, on a 24-hour basis, who because of age, mental disability or other reasons, live in a supervised residential environment which provides personal care services. The occupants are capable of responding to an emergency situation without physical assistance from staff.*

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14. ***Section 202; change definition of "Atrium" as follows:*

ATRIUM. An opening connecting ~~two~~ three or more stories... *{Balance remains unchanged}*

15. ****Section 202; ~~add~~ amend definition of "Repair Garage" as follows:*

REPAIR GARAGE. A building, structure or portion thereof used for servicing or repairing motor vehicles. This occupancy shall also include garages involved in minor repair, modification and servicing of motor vehicles for items such as lube changes, inspections, windshield repair or replacement, shocks, minor part replacement and other such minor repairs.

16. ***Section 202; amend definition of SPECIAL INSPECTOR to read as follows:*

SPECIAL INSPECTOR. A qualified person employed or retained by an approved agency who shall prove to the satisfaction of the registered design professional in responsible charge and ~~approved by~~ the Building Official as having the competence necessary to inspect a particular type of construction requiring special inspection.

17. ***Section 202; amend definition to read as follows:*

Option B-HIGH-RISE BUILDING. A building with an occupied floor located more than ~~75~~ 55 feet ~~(22 860 mm)~~ (16 764 mm) above the lowest level of fire department vehicle access.

18. ****Section 303.1.3; add a sentence to read as follows:*

303.1.3 Associated with Group E occupancies. A room or space used for assembly purposes that is associated with a Group E occupancy is not considered a separate occupancy, ~~E~~except when applying the assembly requirements of Chapters 10 and 11.

19. ***Section 304.1; add the following to the list of occupancies:*

Fire stations
Police stations with detention facilities for 5 or less

20. ***Section 307.1.1; add the following sentence to Exception 4:*

(4). Cleaning establishments... *{Text unchanged}* ...with Section 707 or 1-hour horizontal assemblies constructed in accordance with Section 711 or both. See also IFC Chapter 21, Dry Cleaning Plant provisions.

21. ***Section 403.1, Exception 3; change to read as follows:*

(3) The open air portion of a building *[remainder unchanged]*

22. ***Section 403.3, Exception; delete item 2.*

23. ***Section 403.3.2; change to read as follows:*

403.3.2 Water supply to required fire pumps. In buildings that are more than ~~420~~ 120 feet (36.5 m) in building height, required fire pumps shall be supplied by connections to no fewer than two water mains located in different streets. Separate supply piping shall be provided between each connection to the water main and the pumps. Each connection and the supply piping between the connection and the pumps shall be sized to supply the flow and pressure required for the pumps to operate.

Exception: {No change to exception.}

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24. **Section 404.5; delete Exception.

25. **Section 406.3.3.1 Carport separation; add sentence to read as follows:

A fire separation is not required between a Group R-2 and U carport provided that the carport is entirely open on all sides and that the distance between the two is at least 10 feet (3048 mm).

26. Section 502.1 Address Identification; Change 502.1 to read as follows:

Section 502.1 Address Identification;

(1) **New and existing buildings shall be provided with approved address identification. The address identification shall be legible and placed in a position that is visible from the street or road fronting the property.**

(2) **Address identification characters shall contrast with their background. Address numbers shall be Arabic numbers or alphabetical letters. Numbers shall not be spelled out. Each building number and letter shall be not less than eight (8) inches high with a minimum one (1) inch stroke width. Each suite and apt number and letter shall be not less than four (4) inches high with a minimum one-half (1/2) inch stroke width. Where required by the fire code official, address numbers shall be provided in additional approved locations to facilitate emergency response.**

(3) **Where access is by means of a private road and the building address identification required in section 502.1 cannot be viewed from the public way, a monument, pole or other approved sign or means shall be used to identify the structure.**

(4) **R-3 Single Family occupancies shall have approved numerals of a minimum (4) inches high with a minimum one-half (1/2) inch stroke width and a color contrasting with the background clearly visible and legible from the street fronting the property and rear alleyway where such alleyway exists.**

24. Section 502.1: add Section 502.1.1 Multi-family Complex; Supplemental Addresses to be installed as follows:

502.1.1 Multi-Family Complex Supplemental Addresses:

(1) Reflective supplemental building addresses shall be installed in conjunction with fire lane marking at all multi-family occupancies in excess of 4 dwelling units including club rooms and offices where a single street address number is used to designate the buildings official address.

(2) The marking shall be a minimum of 24 inches by 12 inches red rectangle painted on the pavement, in conjunction to the red fire lane markings.

(5) **The red rectangle shall have white reflective numbers that indicate the street address of the building.**

(6) **Numbers shall be in bold font, measuring a minimum of 10 inches in height, easily readable from a moving vehicle.**

(7) **Supplemental building addresses shall only be installed on private property, near the center of the building. Where the front and end of the building, or any part of the front or end of the building border a fire lane, the numbers shall be required on each side. Maintenance of the supplemental numbers shall be the same as required for fire lanes.**

25. ***Table 506.2; delete sentence from table

~~l. The maximum allowable area for a single-story non sprinklered Group U greenhouse is permitted to be 9000 square feet or the allowable area shall be permitted to comply with Table C102.1 of Appendix C.~~

26. ***Section 506.3.1; add sentence to read as follows:*

506.3.1 Minimum percentage of perimeter. [Existing Text remains]

In order to be considered as accessible, if not in direct contact with a street or fire lane, a minimum 10-foot wide pathway meeting fire department access from the street or approved fire lane shall be provided.

27. ****Section 602.1.1; add sentence to read as follows:*

602.1.1 Minimum Requirements. [Existing Text to remain]

Where a building contains more than one distinct type of construction, the building shall comply with the most restrictive area, height, and stories, for the lesser type of construction or be separated by fire walls.

28. ****Section 708.4.2; change sentence to read as follows:*

708.4.2 Fireblocks and draftstops in combustible construction. *[Body of text unchanged]*

Exceptions:

1. Buildings equipped with an automatic sprinkler system installed throughout in accordance with Section 903.3.1.1, or in accordance with Section 903.3.1.2 provided that sprinkler protection is provided in the space between the top of the fire partition and the underside of the floor or roof sheathing, deck or slab above as required for systems complying with Section 903.3.1.1. Portions of buildings containing concealed spaces filled with noncombustible insulation as permitted for sprinkler omission shall not apply to this exception for draftstopping. *[Remainder unchanged]*

29. ****Section 718.3; change sentence to read as follows:*

718.3 Draftstopping in floors. *[Body of text unchanged]*

Exceptions: Buildings equipped throughout with an automatic sprinkler system in accordance with Section 903.3.1.1. and provided that in combustible construction, sprinkler protection is provided in the floor space.

30. ****Section 718.4; change sentence to read as follows:*

718.4 Draftstopping in attics. *[Body of text unchanged]*

Exceptions: Buildings equipped throughout with an automatic sprinkler system in accordance with Section 903.3.1.1 and provided that in combustible construction, sprinkler protection is provided in the attic space.

31. ***Section 901.6.1; add Section 901.6.1.1 to read as follows:*

901.6.1.1 Standpipe Testing. Building owners/managers must maintain and test standpipe systems as per NFPA 25 requirements. The following additional requirements shall be applied to the testing that is required every 5 years:

(1) The piping between the Fire Department Connection (FDC) and the standpipe shall be backflushed or inspected by approved camera when foreign material is present or when caps are missing, and also hydrostatically tested for all FDC's on any type of

standpipe system. Hydrostatic testing shall also be conducted in accordance with NFPA 25 requirements for the different types of standpipe systems.

(2) For any manual (dry or wet) standpipe system not having an automatic water supply capable of flowing water through the standpipe, the tester shall connect hose from a fire hydrant or portable pumping system (as approved by the *fire code official*) to each FDC, and flow water through the standpipe system to the roof outlet to verify that each inlet connection functions properly. Confirm that there are no open hose valves prior to introducing water into a dry standpipe. There is no required pressure criteria at the outlet. Verify that check valves function properly and that there are no closed control valves on the system.

(3) Any pressure relief, reducing, or control valves shall be tested in accordance with the requirements of NFPA 25. All hose valves shall be exercised.

(4) If the FDC is not already provided with approved caps, the contractor shall install such caps for all FDC's as required by the *fire code official*.

(5) Upon successful completion of standpipe test, place a blue tag (as per Texas Administrative Code, Fire Sprinkler Rules for Inspection, Test and Maintenance Service (ITM) Tag) at the bottom of each standpipe riser in the building. The tag shall be check-marked as "Fifth Year" for Type of ITM, and the note on the back of the tag shall read "5 Year Standpipe Test" at a minimum.

(6) The procedures required by Texas Administrative Code Fire Sprinkler Rules with regard to Yellow Tags and Red Tags or any deficiencies noted during the testing, including the required notification of the local Authority Having Jurisdiction (*fire code official*) shall be followed.

(7) Additionally, records of the testing shall be maintained by the owner and contractor, if applicable, as required by the State Rules mentioned above and NFPA 25.

(8) Standpipe system tests where water will be flowed external to the building shall not be conducted during freezing conditions or during the day prior to expected night time freezing conditions.

(9) Contact the *fire code official* for requests to remove existing fire hose from Class II and III standpipe systems where employees are not trained in the utilization of this firefighting equipment. All standpipe hose valves must remain in place and be provided with an approved cap and chain when approval is given to remove hose by the *fire code official*.

*32. **Section 903.1.1; change to read as follows:*

903.1.1 Alternative Protection. Alternative automatic fire-extinguishing systems complying with Section 904 shall be permitted ~~instead of~~ in addition to automatic sprinkler protection where recognized by the applicable standard ~~and~~, or as *approved* by the *fire code official*.

33. Add Section 903.1.2 to read as follows:

903.1.2 Residential sprinklers. Unless specifically allowed by this Code, residential sprinkler systems installed in accordance with NFPA 13D or NFPA 13R shall not be granted exemptions or reductions, commonly known as "trade-offs" permitted by other requirements of this Code. Additionally, residential sprinkler systems installed in accordance with NFPA 13R must include attic protection.

*34. **Section 903.2; add paragraph to read as follows and delete the exception:*

Automatic Sprinklers shall not be installed in elevator machine rooms, elevator machine spaces, and elevator hoistways, other than pits where such sprinklers would not necessitate shunt trip requirements under any circumstances. Storage shall not be

allowed within the elevator machine room. Signage shall be provided at the entry doors to the elevator machine room indicating "ELEVATOR MACHINERY – NO STORAGE ALLOWED."

35. ***Section 903.2;* delete the exception.

36. ***Section 903.2.9; add Section 903.2.9.3 to read as follows:*

903.2.9.3 Self-Service Storage Facility. An automatic sprinkler system shall be installed throughout all self-service storage facilities.

37. ***Section 903.2.11; change 903.2.11.3 and add 903.2.11.7, 903.2.11.8, and 903.2.11.9 as follows:*

Option B
903.2.11.3 Buildings ~~55~~ 35 feet or more in height. An automatic sprinkler system shall be installed throughout buildings that have one or more stories ~~with an occupant load of 30 or more~~, other than penthouses in compliance with Section 1510 of the *International Building Code*, located ~~55~~ 35 feet (~~16 764~~ 10 668 mm) or more above the lowest level of fire department vehicle access, measured to the finished floor.

Exceptions:

(1) Open parking structures in compliance with Section 406.5 of the *International Building Code, having no other occupancies above the subject garage*.

~~(2) Occupancies in Group F-2.~~

903.2.11.7 High-Piled Combustible Storage. For any building with a clear height exceeding 12 feet (4572 mm), see Chapter 32 to determine if those provisions apply.

903.2.11.8 Spray Booths and Rooms. New and existing spray booths and spraying rooms shall be protected by an approved automatic fire-extinguishing system.

903.2.11.9 Buildings Over 6,000 sq. ft. 903.2.11.9 Buildings Over 6,000 sq.ft. An automatic sprinkler system shall be installed throughout all buildings and any portion of a building that meet any one of the following criteria listed below:

(1) A building area 6,000 sq. ft. or greater

(2) A tenant space 6,000 sq. ft or greater

(3) An existing building that is enlarged to be 6,000 sq. ft. or greater

(4) A tenant space within an existing building that is enlarged to be 6,000 sq. ft. or greater

For the purpose of this provision, fire walls shall not define separate buildings.

Exception: Open parking garages in compliance with Section 406.3 of the International Building Code, provided fire department standpipes and connections are installed in such a way that no portion of the garage is more than 100 feet, unobstructed hose lay from the connection.

38. ***Section 903.3.1.1.1; change to read as follows:*

903.3.1.1.1 Exempt Locations. When approved by the *fire code official*, automatic sprinklers shall not be required in the following rooms or areas where such ...*{text unchanged}*... because it is damp, of fire-resistance-rated construction or contains electrical equipment.

(1) Any room where the application of water, or flame and water, constitutes a serious

life or fire hazard.

(2) Any room or space where sprinklers are considered undesirable because of the nature of the contents, when approved by the fire code official.

(3) Generator and transformer rooms, under the direct control of a public utility, separated from the remainder of the building by walls and floor/ceiling or roof/ceiling assemblies having a fire-resistance rating of not less than 2 hours.

~~(4) In rooms or areas that are of noncombustible construction with wholly noncombustible contents.~~

(5) ~~Fire service access~~ Elevator machine rooms, ~~and~~ machinery spaces, and hoistways, other than pits where such sprinklers would not necessitate shunt trip requirements under any circumstances.

(6) {Delete.}

39. ****Section 903.3.1.2.3; delete sections and replace as follows:*

Section 903.3.1.2.3 Attached Garages and Attics. Sprinkler protection is required in attached garages, and in the following attic spaces:

(1) [Remainder Unchanged]

(2) [Remainder Unchanged]

(3) Attic spaces of buildings that are two or more stories in height above grade plane or above the lowest level of fire department vehicle access.

(4) Group R-4, Condition 2 occupancy attics not required by Item 1 or 3 to have sprinklers shall comply with one of the following:

[Remainder Unchanged]

40. ***Section 903.3.1.3; change to read as follows:*

903.3.1.3 NFPA 13D Sprinkler Systems. *Automatic sprinkler systems* installed in one- and two-family *dwellings*; Group R-3; Group R-4, Condition 1; and *townhouses* shall be permitted to be installed throughout in accordance with NFPA 13D or in accordance with state law.

41. ***Section 903.3.1.4; add to read as follows:*

903.3.1.4 Freeze protection. Freeze protection systems for automatic fire sprinkler systems shall be in accordance with the requirements of the applicable referenced NFPA standard and this section.

903.3.1.4.1 Attics. Only dry-pipe, preaction, or listed antifreeze automatic fire sprinkler systems shall be allowed to protect attic spaces.

Exception: Wet-pipe fire sprinkler systems shall be allowed to protect non-ventilated attic spaces where:

(1) The attic sprinklers are supplied by a separate floor control valve assembly to allow ease of draining the attic system without impairing sprinklers throughout the rest of the building, and

(2) Adequate heat shall be provided for freeze protection as per the applicable referenced NFPA standard, and

(3) The attic space is a part of the building's thermal, or heat, envelope, such that insulation is provided at the roof deck, rather than at the ceiling level.

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903.3.1.4.2 Heat trace/insulation. Heat trace/insulation shall only be allowed where approved by the fire code official for small sections of large diameter water-filled pipe.

*42. **Section 903.3.5; add a second paragraph to read as follows:*

Water supply as required for such systems shall be provided in conformance with the supply requirements of the respective standards; however, every water-based fire protection system shall be designed with a 10 psi safety factor. Reference Section 507.4 for additional design requirements.

*43. **Section 903.4; add a second paragraph after the exceptions to read as follows:*

Sprinkler and standpipe system water-flow detectors shall be provided for each floor tap to the sprinkler system and shall cause an alarm upon detection of water flow for more than 45 seconds. All control valves in the sprinkler and standpipe systems except for fire department hose connection valves shall be electrically supervised to initiate a supervisory signal at the central station upon tampering.

*44. **Section 903.4.2; add second paragraph to read as follows:*

The alarm device required on the exterior of the building shall be a weatherproof horn/strobe notification appliance with a minimum 75 candela strobe rating, installed as close as practicable to the fire department connection.

*45. **Section 905.2; change to read as follows:*

905.2 Installation Standard. Standpipe systems shall be installed in accordance with this section and NFPA 14. Manual dry standpipe systems shall be supervised with a minimum of 10 psig and a maximum of 40 psig air pressure with a high/low alarm.

*46. ***Section 905.3; add Section 905.3.9 and exception to read as follows:*

905.3.9 Buildings Exceeding 10,000 sq. ft. In buildings exceeding 10,000 square feet in area per story and where any portion of the building's interior area is more than 200 feet (60960 mm) of travel, vertically and horizontally, from the nearest point of fire department vehicle access, Class I automatic wet or manual wet standpipes shall be provided.

Exceptions:

(1) Automatic dry, semi-automatic dry, and manual dry standpipes are allowed as provided for in NFPA 14 where approved by the fire code official.

(2) R-2 occupancies of four stories or less in height having no interior corridors.

*47. **Section 905.4, change Item 1, 3, and 5, and add Item 7 to read as follows:*

(1) In every required ~~interior~~ exit stairway, a hose connection shall be provided for each story above and below grade plane. Hose connections shall be located at the main floor landing between stories, unless otherwise approved by the fire code official.

(2) {No change.}

(3) In every exit passageway, at the entrance from the exit passageway to other areas of a building.

Exception: Where floor areas adjacent to an exit passageway are reachable from an ~~interior~~ exit stairway hose connection by a {No change to rest.}

(4) {No change.}

(5) Where the roof has a slope less than four units vertical in 12 units horizontal (33.3-percent slope), each standpipe shall be provided with a two-way ~~a~~ hose connection ~~shall be~~ located to serve the roof or at the highest landing of an ~~interior~~ exit stairway with stair access to the roof provided in accordance with Section 1011.12.

(6) {No change.}

(7) When required by this Chapter, standpipe connections shall be placed adjacent to all required exits to the structure and at two hundred feet (200') intervals along major corridors thereafter, or as otherwise approved by the fire code official.

*48. **Section 905.9; add a second paragraph after the exceptions to read as follows:*

Sprinkler and standpipe system water-flow detectors shall be provided for each floor tap to the sprinkler system and shall cause an alarm upon detection of water flow for more than 45 seconds. All control valves in the sprinkler and standpipe systems except for fire department hose connection valves shall be electrically supervised to initiate a supervisory signal at the central station upon tampering.

*49. **Section 907.1; add Section 907.1.4 to read as follows:*

907.1.4 Design Standards. Where a new fire alarm system is installed, the devices shall be addressable. Fire alarm systems utilizing more than 20 smoke detectors shall have analog initiating devices.

*50. **Section 907.2.1; change to read as follows:*

907.2.1 Group A. A manual fire alarm system that activates the occupant notification system in accordance with Section 907.5 shall be installed in Group A occupancies ~~where the~~ having an occupant load ~~due to the assembly occupancy is~~ of 300 or more persons, or where the ~~Group A~~ occupant load is more than 100 persons above or below the *lowest level of exit discharge*. Group A occupancies not separated from one another in accordance with Section 707.3.10 of the *International Building Code* shall be considered as a single occupancy for the purposes of applying this section. Portions of Group E occupancies occupied for assembly purposes shall be provided with a fire alarm system as required for the Group E occupancy.

Exception: {No change.}

Activation of fire alarm notification appliances shall:

(1) Cause illumination of the *means of egress* with light of not less than 1 foot-candle (11 lux) at the walking surface level, and

(2) Stop any conflicting or confusing sounds and visual distractions.

*51. **Section 907.2.3; change to read as follows:*

907.2.3 Group E. A manual fire alarm system that initiates the occupant notification signal utilizing an emergency voice/alarm communication system meeting the requirements of Section 907.5.2.2 and installed in accordance with Section 907.6 shall be installed in Group E educational occupancies. When *automatic sprinkler systems* or smoke detectors are installed, such systems or detectors shall be connected to the building fire alarm system. An approved smoke detection system shall be installed in Group E day care occupancies. Unless separated by a minimum of 100' open space, all buildings, whether portable buildings or the main building, will be considered one building for alarm occupant load consideration and interconnection of alarm systems.

Exceptions:
1. {No change.}

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1.1. Residential In-Home day care with not more than 12 children may use interconnected single station detectors in all habitable rooms. (For care of more than five children 2 1/2 or less years of age, see Section 907.2.6.) {No change to remainder of exceptions.}

52. ***Section 907.2.12, Exception 3; change to read as follows:***

(3) Open air portions of buildings with an occupancy in Group A-5 in accordance with Section 303.1 of the *International Building Code*; however, this exception does not apply to accessory uses including but not limited to sky boxes, restaurants, and similarly enclosed areas.

53. ***Section 907.4.2; add Section 907.4.2.7 to read as follows:***

907.4.2.7 Type. Manual alarm initiating devices shall be an approved double action type.

54. ***Section 907.6.1; add Section 907.6.1.1 to read as follows:***

907.6.1.1 Wiring Installation. All fire alarm systems shall be installed in such a manner that a failure of any single initiating device or single open in an initiating circuit conductor will not interfere with the normal operation of other such devices. All signaling line circuits (SLC) shall be installed in such a way that a single open will not interfere with the operation of any addressable devices (Class A). Outgoing and return SLC conductors shall be installed in accordance with NFPA 72 requirements for Class A circuits and shall have a minimum of four feet separation horizontal and one foot vertical between supply and return circuit conductors. The initiating device circuit (IDC) from a signaling line circuit interface device may be wired Class B, provided the distance from the interface device to the initiating device is ten feet or less.

55. ***Section 907.6.3; delete all four Exceptions.***

56. ***Section 907.6.6; add sentence at end of paragraph to read as follows:***

See 907.6.3 for the required information transmitted to the supervising station.

57. ***Section 910.2; change Exception 2 and 3 to read as follows:***

(2) Only manual smoke and heat removal shall ~~not~~ be required in areas of buildings equipped with early suppression fast-response (ESFR) sprinklers. Automatic smoke and heat removal is prohibited.

(3) Only manual smoke and heat removal shall ~~not~~ be required in areas of buildings equipped with control mode special application sprinklers with a response time index of $50(m*S)^{1/2}$ or less that are listed to control a fire in stored commodities with 12 or fewer sprinklers. Automatic smoke and heat removal is prohibited.

58. ***Section 910.2; add subsections 910.2.3 with exceptions to read as follows:***

910.2.3 Group H. Buildings and portions thereof used as a Group H occupancy as follows:

(1) In occupancies classified as Group H-2 or H-3, any of which are more than 15,000 square feet (1394 m^2) in single floor area.

Exception: Buildings of noncombustible construction containing only noncombustible materials.

(2) In areas of buildings in Group H used for storing Class 2, 3, and 4 liquid and solid oxidizers, Class 1 and unclassified detonable organic peroxides, Class 3 and 4

unstable (reactive) materials, or Class 2 or 3 water-reactive materials as required for a high-hazard commodity classification.

Exception: Buildings of noncombustible construction containing only noncombustible materials.

59. ***Section 910.3; add section 910.3.4 to read as follows:*

910.3.4 Vent Operation. Smoke and heat vents shall be capable of being operated by approved automatic and manual means. Automatic operation of smoke and heat vents shall conform to the provisions of Sections 910.3.2.1 through 910.3.2.3.

910.3.4.1 Sprinklered buildings. Where installed in buildings equipped with an approved automatic sprinkler system, smoke and heat vents shall be designed to operate automatically.
The automatic operating mechanism of the smoke and heat vents shall operate at a temperature rating at least 100 degrees F (approximately 38 degrees Celsius) greater than the temperature rating of the sprinklers installed.

Exception: Manual only systems per Section 910.2.

910.3.4.2 Nonsprinklered Buildings. Where installed in buildings not equipped with an approved automatic sprinkler system, smoke and heat vents shall operate automatically by actuation of a heat-responsive device rated at between 100°F (56°C) and 220°F (122°C) above ambient.

Exception: Listed gravity-operated drop out vents.

60. ***Section 910.4.3.1; change to read as follows:*

910.4.3.1 Makeup Air. Makeup air openings shall be provided within 6 feet (1829 mm) of the floor level. Operation of makeup air openings shall be ~~manual or~~ automatic. The minimum gross area of makeup air inlets shall be 8 square feet per 1,000 cubic feet per minute (0.74 m2 per 0.4719 m3/s) of smoke exhaust.

61. ***Section 912.2; add Section 912.2.3 to read as follows:*

912.2.3 Hydrant Distance. An approved fire hydrant shall be located within 100 feet of the fire department connection as the fire hose lays along an unobstructed path.

62. ****Section 913.2.1; add Section 913.2.1.1 and exception to read as follows:*

913.2.1.1 Fire Pump Room Access. When located on the ground level at an exterior wall, the fire pump room shall be provided with an exterior fire department access door that is not less than 3 ft. in width and 6 ft. – 8 in. in height, regardless of any interior doors that are provided. A key box shall be provided at this door, as required by IFC Section 506.1.

Exception: When it is necessary to locate the fire pump room on other levels or not at an exterior wall, the corridor leading to the fire pump room access from the exterior of the building shall be provided with equivalent fire resistance as that required for the pump room, or as approved by the *fire code official*. Access keys shall be provided in the key box as required by IFC Section 506.1.

63. ***Section 1006.2.2.7; add Section 1006.2.2.7 as follows:*

1006.2.2.7 Electrical Rooms. For electrical rooms, special exiting requirements may apply. Reference the electrical code as adopted.

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*64. **Section 1009.8; add the following Exception 7:*

1009.8 Two Way Communication. A two-way communication system complying with Sections 1009.8.1 and 1009.8.2 shall be provided at the landing serving each elevator required to be accessible on each accessible floor that is one or more stories above or below the level of exit discharge.

Exceptions:

(7) Buildings regulated under State Law and built in accordance with State registered plans, including variances or waivers granted by the State, shall be deemed to be in compliance with the requirements of Section 1009 and chapter 11.

*65. **Section 1010.1.9.5 Bolt Locks; amend exceptions 3 and 4 as follows:*

Exceptions:

(3) Where a pair of doors serves an occupant load of less than 50 persons in a Group B, F, M or S occupancy. (remainder unchanged)

(4) Where a pair of doors serves a Group A, B, F, M or S occupancy (remainder unchanged)

*66. **Section 1020.1 Construction; add exception 6 to read as follows:*

6. In group B occupancies, corridor walls and ceilings need not be of fire-resistive construction within a single tenant space when the space is equipped with approved automatic smoke-detection within the corridor. The actuation of any detector must activate self-annunciating alarms audible in all areas within the corridor. Smoke detectors must be connected to an approved automatic fire alarm system where such system is provided.

*67. **Section 1029.1.1.1 Spaces under grandstands and bleachers; delete this section.*

*68. **Section 1101.1 Scope; add exception to Section 1101.1 as follows:*

Exception: Components of projects regulated by and registered with Architectural Barriers Division of Texas Department of Licensing and Regulation shall be deemed to be in compliance with the requirements of this chapter.

69. Section 1404.14; amend to end of paragraph to read as follows:

(Existing language unchanged). Vinyl siding shall not be an approved material for wall covering installation on new and/or existing Groups R-2, I-1, I-2, I-3 and I-4 occupancies.

70. Section 1612.2; add Section 1612.2.1 as follows:

Section 1612.2.1 Minimum Design and Construction. The minimum finish floor elevation shall be two feet above the fully developed 100-year water surface elevation. In addition, minimum finished floor certificates in accordance with FEMA may be required by the Director of Public Works.

71. Section 1612.2; add Section 1612.2.2 as follows:

Section 1612.2.2 Construction in Easements Dedicated for Drainage, Water and Sewer.

(1) "No construction or filling, without the written approval of the City of Bedford shall be allowed within any drainage easement, and then only after detailed engineering plans and studies show that no flooding will result, that no obstruction to the natural flow of water will result, and subject to all owners of the property affected by such

construction becoming a party to the request. When construction is permitted, all finished floor elevations shall be a minimum of two feet above the ultimate 100-year flood elevation."

(2) "No portion of a structure (including, but not limited to, walls, foundations, porches/patios and porch/patio covers, canopies, roof extensions/overhangs, chimneys, fire flues, etc.) shall encroach over or into any easement, except that wall attached window awnings, "bay" style windows, and roof eaves shall be allowed to encroach into an easement a maximum of 24 inches upon approval of the Director of Public Works ."

(3) Easements shall be dedicated for exclusive use for water and sanitary facilities and shall be shown on the final plat for the specific purpose intended. When it is necessary for additional utilities to be placed within an easement, additional width shall be provided, and the easement shall be labeled for its intended purpose on the final plat

72. *****Section 1612.3;* Insert: City of Bedford; 09/25/2009

73. *****Section 2304.12.5; amend to end of paragraph to read as follows:*

(Existing language unchanged). Creosote or similarly-treated wood products such as utility poles and railroad ties are not permitted.

74. ***Section 2901.1; add a sentence to read as follows:*

2901.1 Scope. {*existing text to remain*} The provisions of this Chapter are meant to work in coordination with the provisions of Chapter 4 of the International Plumbing Code. Should any conflicts arise between the two chapters, the Building Official shall determine which provision applies.

75. ***Section 2902.1; add a second paragraph to read as follows:*

In other than E Occupancies, the minimum number of fixtures in Table 2902.1 may be lowered, if requested in writing, by the applicant stating reasons for a reduced number and approved by the Building Official.

76. ***Table 2902.1; add footnote g to read as follows:*

(g) Drinking fountains are not required in M Occupancies with an occupant load of 100 or less, B Occupancies with an occupant load of 25 or less, and for dining and/or drinking establishments.

77. ***Add new Section 2902.1.4 to read as follows:*

2902.1.4 Additional fixtures for food preparation facilities. In addition to the fixtures required in this Chapter, all food service facilities shall be provided with additional fixtures set out in this section.

2902.1.4.1 Hand washing lavatory. At least one hand washing lavatory shall be provided for use by employees that is accessible from food preparation, food dispensing and ware washing areas. Additional hand washing lavatories may be required based on convenience of use by employees.

2902.1.4.2 Service sink. In new or remodeled food service establishments, at least one service sink or one floor sink shall be provided so that it is conveniently located for the cleaning of mops or similar wet floor cleaning tool and for the disposal of mop water and similar liquid waste. The location of the service sink(s) and/or mop sink(s) shall be approved by the Tarrant County Public Health Department.

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78. ***Section 3001.2 Emergency Elevator Communication Systems for the deaf, hard of hearing and speech impaired; delete this section.*

79. ***Section 3002.1 Hoistway Enclosure Protection required. Add exceptions to Section 3002.1 as follows:*

Exceptions:

(4) Elevators completely located within atriums shall not require hoistway enclosure protection.

(5) Elevators in open or enclosed parking garages that serve only the parking garage, shall not require hoistway enclosure protection.

80. **Section 3005.4 Machine rooms, control rooms, machinery spaces and control spaces; delete text as follows:*

~~Elevator machine rooms, control rooms, control spaces and machinery spaces outside of but attached to a hoistway that have openings into the hoistway shall be enclosed with fire barriers constructed in accordance with Section 707 or horizontal assemblies constructed in accordance with Section 711, or both.~~

Revise text to read:

Elevator machine rooms, control rooms, control spaces and machinery spaces shall be enclosed with fire barriers constructed in accordance with Section 707 or horizontal assemblies constructed in accordance with Section 711, or both.

(Remainder unchanged)

81. ***Section 3005.4 Machine rooms, control rooms, machinery spaces and control spaces;*

Delete exceptions and add two new exceptions to Section 3005.4 as follows:

Exceptions:

(1) Elevator machine rooms, control rooms, machinery spaces and control spaces completely located within atriums shall not require enclosure protection.

(2) Elevator machine rooms, control rooms, machinery spaces and control spaces in open or enclosed parking garages that serve only the parking garage, shall not require enclosure protection.

82. **Section 3005.7 add a Section 3005.7 as follows:*

3005.7 Fire Protection in Machine rooms, control rooms, machinery spaces and control spaces.

3005.7.1 Automatic sprinkler system. The building shall be equipped throughout with an automatic sprinkler system in accordance with Section 903.3.1.1, except as otherwise permitted by Section 903.3.1.1.1 and as prohibited by Section 3005.7.2.1.

3005.7.2.1 Prohibited locations. Automatic sprinklers shall not be installed in machine rooms, elevator machinery spaces, control rooms, control spaces and elevator hoistways.

3005.7.2.2 Sprinkler system monitoring. The sprinkler system shall have a sprinkler control valve supervisory switch and water-flow initiating device provided for each floor that is monitored by the building's fire alarm system.

3005.7.3 Water protection. An approved method to prevent water from infiltrating into the hoistway enclosure from the operation of the automatic sprinkler system outside the elevator lobby shall be provided.

3005.7.4 Shunt trip. Means for elevator shutdown in accordance with Section 3005.5 shall not be installed.

83. ***Section 3005.8; add Section 3005.8 as follows:*

3005.8 Storage. Storage shall not be allowed within the elevator machine room, control room, machinery spaces and or control spaces. Provide approved signage at each entry to the above listed locations stating: "No Storage Allowed.

84. *Section 3006.2, Hoistway opening protection required;*

Revise text as follows:

Option B – # (5) The building is a high rise and the elevator hoistway is more than ~~75 feet (22 860 mm)~~ 55 feet (16 764 mm) in height. The height of the hoistway shall be measured from the lowest floor at or above grade to the highest floors served by the hoistway."

Sec. 22-53 International Residential Code Adopted.

The International Residential Code, 2018 Edition and appendix chapter G and J as published by the International Code Council, Inc., is hereby adopted by reference. Unless deleted, amended, expanded or otherwise changed herein, all provisions of such Code shall be fully applicable and binding; providing for the issuance of permits and the collection of fees thereof.

Sec. 22-54 Amendments to the 2018 International Residential Code.

1. ****Section R101.1; Insert jurisdiction name as follows*:

R101.1 Title. These regulations shall be known as the *Residential Code for One- and Two-family Dwellings* of the City of Bedford, Texas hereinafter referred to as "this *code*."

2. ***Section R102.4; change to read as follows:*

R102.4 Referenced codes and standards. The *codes*, when specifically adopted, and standards referenced in this *code* shall be considered part of the requirements of this *code* to the prescribed extent of each such reference and as further regulated in Sections R102.4.1 and R102.4.2. Whenever amendments have been adopted to the referenced *codes* and standards, each reference to said *code* and standard shall be considered to reference the amendments as well. Any reference made to NFPA 70 or the *Electrical Code* shall mean the *Electrical Code* as adopted.

3. *** Section R103 and R103.1 amend to insert the Department Name*

R103.1 Creation of enforcement agency. The City of Bedford, Development Department, Inspections Division is hereby created and the official in charge thereof shall be known as the *building official*.

4. ***Section R105.2 Work exempt from permit; change to read as follows:*

Section R105.2 (1): Playhouses, tool storage and similar uses, provided the floor area does not exceed 50 square feet.

Section R105.2 (2.); Delete

5. ***Section R110 (R110.1 through R110.5); delete the section.*

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6. ***Section R112; delete entire section and change to read as follows:*

Section R112 Board of Appeals; Any person shall have the right to appeal a decision of the code official to the board of appeals established by ordinance. The board shall be governed by the enabling ordinance.

7. ***Section 113.2; amend to read as follows:*

Section 113.2 Notice of violation; citation. The building official is authorized to serve a notice of violation or order on the person responsible for the erection, construction, alteration, extension, repair, moving, removal, demolition or occupancy of a building or structure in violation of the provisions of this code, or in violation of a detail statement or a plan approved thereunder, or in violation of a permit or certificate issued under the provisions of this code. Such order shall direct the discontinuance of the illegal action or condition and the abatement of the violation. The building official is authorized to issue citations alleging violations of this code for prosecution in the Municipal Court. Notice under this section is not a prerequisite to prosecution of violations of this code.

8. ***Section 113.3 shall be deleted in its entirety.*

9. ***Section R202; change definition of "Townhouse" to read as follows:*

TOWNHOUSE. A single-family dwelling unit constructed in a group of three or more attached units separated by property lines in which each unit extends from foundation to roof and with a *yard* or *public way* on at least two sides.

10. ****Table R301.2 (1); fill in as follows:*

GROUND SNOW LOAD	WIND DESIGN				SEISMIC DESIGN CATEGORY f	SUBJECT TO DAMAGE FROM			WINTER DESIGN TEMP.e	ICE BARRIER UNDERLAYMENT h	FLOOD HAZARD g	AIR FREEZING INDEX i	MEAN ANNUAL TEMP j
	SPEED d (MPH)	Topographic effects k	Special Wind Region l	Windborne Debris Zone m		Weathering a	Frost Line Depth b	Termite c					
5 lb/ft	115 (3 sec-gust) / 76 fastest mile	No	No	No	A	Moderate	6"	Very Heavy	20.0 F	No	Local Code	150	64.00 F

Delete remainder of table Manual J Design Criteria and footnote N

11. ***Section R302.1; add exception #6 to read as follows:*

Exceptions: *{previous exceptions unchanged}*

(6) Open non-combustible carport structures may be constructed when also approved within adopted ordinances.

12. ***Section R302.3; add Exception #3 to read as follows:*

Exceptions:

(1) *{existing text unchanged}*

(2) *{existing text unchanged}*

(3) Two-family dwelling units that are also divided by a property line through the structure shall be separated as required for townhouses.

13. ***Section R302.5.1; change to read as follows:*

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R302.5.1 Opening protection. Openings from a private garage directly into a room used for sleeping purposes shall not be permitted. Other openings between the garage and residence shall be equipped with solid wood doors not less than 13/8 inches (35 mm) in thickness, solid or honeycomb core steel doors not less than 13/8 inches (35 mm) thick, or 20-minute fire-rated doors. ~~Equipped with a self-closing or automatic closing device~~.

14. ***Section R303.3, Exception; amend to read as follows:*

Exception: {existing text unchanged} Spaces containing only a water closet or water closet and a lavatory may be ventilated with an approved mechanical recirculating fan or similar device designed to remove odors from the air.

15. ***Section R313.2 One and Two Family Dwellings; Delete this section and subsection in their entirety.*

16. ****Section R315.2.2 Alterations, repairs and additions; amend to read as follows:*

Exception:

(1) [existing text remains]

(2) Installation, alteration or repairs of all electrically powered mechanical systems or plumbing appliances.

17. *Section R322.1.3; add Section R322.1.3.1 as follows:*

Section R322.1.3.1 Minimum Flood-Resistant Construction. The minimum finish floor elevation shall be (2') two feet above the fully developed 100-year water surface elevation. In addition, minimum finished floor certificates in accordance with FEMA may be required by the Director of Public Works.

18. *Section R322.1.3; add Section R322.1.3.2 as follows:*

Section R322.1.3.2 Construction in Easements Dedicated for Drainage, Water and Sewer.

(1) "No construction or filling, without the written approval of the City of Bedford shall be allowed within any drainage easement, and then only after detailed engineering plans and studies show that no flooding will result, that no obstruction to the natural flow of water will result, and subject to all owners of the property affected by such construction becoming a party to the request. When construction is permitted, all finished floor elevations shall be a minimum of two feet above the ultimate 100-year flood elevation."

(2) "No portion of a structure (including, but not limited to, walls, foundations, porches/patios and porch/patio covers, canopies, roof extensions/overhangs, chimneys, fire flues, etc.) shall encroach over or into any easement, except that wall attached window awnings, "bay" style windows, and roof eaves shall be allowed to encroach into an easement a maximum of 24 inches upon approval of the Director of Public Works ."

(3) Easements shall be dedicated for exclusive use for water and sanitary facilities and shall be shown on the final plat for the specific purpose intended. When it is necessary for additional utilities to be placed within an easement, additional width shall be provided, and the easement shall be labeled for its intended purpose on the final plat

19. *Section R322.2.1; change to read as follows:*

R322.2.1 Elevation requirements.

(1) Buildings and structures in flood hazard areas, including flood hazard areas designated as Coastal A Zones, shall have the lowest floors elevated to or above the base flood elevation plus ~~1~~ 2 foot (305 mm), or the design flood elevation, whichever is higher.

(2) In areas of shallow flooding (AO Zones), buildings and structures shall have the lowest floor (including *basement*) elevated to a height above the highest adjacent *grade* of not less than the depth number specified in feet (mm) on the FIRM plus ~~1~~ 2 foot (305 mm), or not less than 3 feet (915 mm) if a depth number is not specified.

20. *Section R322.3.2; change to read as follows:*

R322.3.2 Elevation requirements.

(1) Buildings and structures erected within coastal highhazard areas and Coastal A Zones, shall be elevated so that the bottom of the lowest horizontal structural members supporting the lowest floor, with the exception of piling, pile caps, columns, grade beams and bracing, is elevated to or above the base flood elevation plus ~~1~~ 2 foot (305 mm) or the design flood elevation, whichever is higher.

21. ***Section R401.2; amended by adding a new paragraph following the existing paragraph to read as follows.*

Section R401.2. Requirements. *{existing text unchanged}* ... Every foundation and/or footing, or any size addition to an existing post-tension foundation, regulated by this code shall be designed and sealed by a Texas-registered engineer.

22. *Section R401.3.; add Section R401.3.1 to read as follows:*

R401.3.1; Excavation and Grading Guidelines: When grade can be achieved, 80% percent of a lot or tract shall be graded to the fronting street gutter. Drainage on the portion of a lot or tract (excluding dedicated easements) shall not drain across more than one lot or tract before entering an approved drainage way.

23. *Section R404.4; amend to end of paragraph to read as follows:*

(Existing language unchanged). Creosote or similarly-treated wood products such as utility poles and railroad ties are not permitted.

24. ***Section R602.6.1; amend the following:*

R602.6.1 Drilling and notching of top plate. When piping or ductwork is placed in or partly in an exterior wall or interior load-bearing wall, necessitating cutting, drilling or notching of the top plate by more than 50 percent of its width, a galvanized metal tie not less than 0.054 inch thick (1.37 mm) (16 Ga) and ~~1 ½ inches (38) mm~~ 5 inches (127 mm) wide shall be fastened across and to the plate at each side of the opening with not less than eight 10d (0.148 inch diameter) having a minimum length of 1 ½ inches (38 mm) at each side or equivalent. Fasteners will be offset to prevent splitting of the top plate material. The metal tie must extend a minimum of 6 inches past the opening. See figure R602.6.1. {remainder unchanged}

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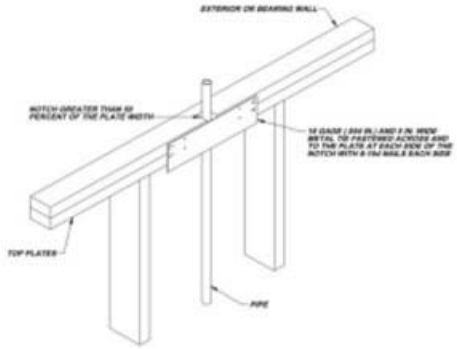
25. ***Figure R602.6.1; delete the figure and insert the following figure:***



26. ******Add section R703.8.4.1.2 Veneer Ties for Wall Studs; to read as follows:***

R703.8.4.1.2 Veneer Ties for Wall Studs. In stud framed exterior walls, all ties may be anchored to studs as follows:

(1) When studs are 16 in (407 mm) o.c., stud ties shall be spaced no further apart than 24 in (737 mm) vertically starting approximately 12 in (381 mm) from the foundation; or

(2) When studs are 24 in (610 mm) o.c., stud ties shall be spaced no further apart than 16 in (483 mm) vertically starting approximately 8 in (254 mm) from the foundation.

27. *****Section R902.1; amend and add exception #5 to read as follows:***

R902.1 Roofing covering materials. Roofs shall be covered with materials as set forth in Sections R904 and R905. Class A, B, or C roofing shall be installed ~~in designated by law as requiring their use or when the edge of the roof is less than 3 feet from a lot line~~. *{remainder unchanged}*

Exceptions:

(1) *{text unchanged}*

(2) *text unchanged}*

(3) *{text unchanged}*

(4) *{text unchanged}*

(5) Non-classified roof coverings shall be permitted on one-story detached *accessory structures* used as tool and storage sheds, playhouses and similar uses, provided the floor area does not exceed 200 sq. ft.

28. ****** Chapter 11 [RE] – Energy Efficiency is deleted in its entirety; Reference the 2018 IECC*** **for energy code provisions and recommended amendments.**

29. ******Section M1305.1.2; change to read as follows:***

M1305.1.2 Appliances in attics. *Attics containing appliances shall be provided . . . {bulk of paragraph unchanged} . . . side of the appliance. The clear access opening dimensions shall be a minimum of 20 inches by 30 inches (508 mm by 762 mm), and*

large enough to allow removal of the largest appliance. As a minimum, for access to the attic space, provide one of the following:

(1) A permanent stair.

(2) A pull down stair with a minimum 300 lb (136 kg) capacity.

(3) An access door from an upper floor level.

Exceptions:

(1) The passageway and level service space are not required where the *appliance* can be serviced and removed through the required opening.

(2) Where the passageway is unobstructed…*{remaining text unchanged}*

30. ***Section M1411.3; change to read as follows:*

M1411.3 Condensate disposal. Condensate from all cooling coils or evaporators shall be conveyed from the drain pan outlet to ~~an approved place of disposal~~ a sanitary sewer through a trap, by means of a direct or indirect drain. {remaining text unchanged}

31. ***Section M1411.3.1, Items 3 and 4; add text to read as follows:*

M1411.3.1 Auxiliary and secondary drain systems. *{bulk of paragraph unchanged}*

(1) {text unchanged}

(2) {text unchanged}

(3) An auxiliary drain pan… {bulk of text unchanged}… with Item 1 of this section. A water level detection device may be installed only with prior approval of the building official.

(4) A water level detection device… {bulk of text unchanged}… overflow rim of such pan. A water level detection device may be installed only with prior approval of the building official.

*(5) ***Section M1411.3.1.1; add text to read as follows:*

M1411.3.1.1 Water-level monitoring devices. On down-flow units …*{bulk of text unchanged}*… installed in the drain line. A water level detection device may be installed only with prior approval of the *building official.*

32. ****M1503.6 Makeup Air Required; amend and add exception as follows:*

M1503.6 Makeup air required. Where one or more gas, liquid or solid fuel-burning appliance that is neither direct-vent nor uses a mechanical draft venting system is located within a dwelling unit's air barrier, each exhaust system capable of exhausting in excess of 400 cubic feet per minute (0.19 m^3/s) shall be mechanically or passively provided with makeup air at a rate approximate~~ly~~ ~~equal~~ to the difference between exhaust air rate and 400 cubic feet per minute. Such makeup air systems shall be equipped with not fewer than one damper complying with Section M1503.6.2.

Exception*:* Makeup air is not required for exhaust systems installed for the exclusive purpose of space cooling and intended to be operated only when windows or other air inlets are open. Where all appliances in the house are of sealed combustion, power-vent, unvented, or electric, the exhaust hood system shall be permitted to exhaust up to 600 cubic feet per minute (0.28 m3/s) without providing makeup air. Exhaust hood systems capable of exhausting in excess of 600 cubic feet per minute (0.28 m3/s) shall be provided with a makeup air at a

rate approximately to the difference between the exhaust air rate and 600 cubic feet per minute.

33. ***Section M2005.2; change to read as follows:*

M2005.2 Prohibited locations. Fuel-fired water heaters shall not be installed in a room used as a storage closet. Water heaters located in a bedroom or bathroom shall be installed in a sealed enclosure so that *combustion air* will not be taken from the living space. Access to such enclosure may be from the bedroom or bathroom when through a solid door, weather-stripped in accordance with the exterior door air leakage requirements of the *International Energy Conservation Code* and equipped with an *approved* self-closing device. Installation of direct-vent water heaters within an enclosure is not required.

34. ***Section G2408.3 (305.5)Private Garages; delete this section in its entirety.*

35. ***Section G2415.2.1 (404.2.1) CSST; add a second paragraph to read as follows:*

Both ends of each section of medium pressure gas piping shall identify its operating gas pressure with an *approved* tag. The tags are to be composed of aluminum or stainless steel and the following wording shall be stamped into the tag:

"WARNING: 1/2 to 5 psi gas pressure - Do Not Remove"

36. ****Section G2415.12 (404.12) and G2415.12.1 (404.12.1); change to read as follows:*

G2415.12 (404.12) Minimum burial depth. Underground *piping systems* shall be installed a minimum depth of ~~12 inches (305 mm)~~ 18 inches (457 mm) below grade, ~~except as provided for in Section G2415.12.1.~~

G2415.12.1 (404.12.1) Individual Outdoor Appliances; Delete in its entirety

37. ***Section G2417.1 (406.1); change to read as follows:*

G2417.1 (406.1) General. Prior to acceptance and initial operation, all *piping* installations shall be inspected and *pressure tested* to determine that the materials, design, fabrication, and installation practices comply with the requirements of this *code*. The *permit* holder shall make the applicable tests prescribed in Sections 2417.1.1 through 2417.1.5 to determine compliance with the provisions of this *code*. The *permit* holder shall give reasonable advance notice to the *building official* when the *piping system* is ready for testing. The *equipment*, material, power and labor necessary for the inspections and test shall be furnished by the *permit* holder and the *permit* holder shall be responsible for determining that the work will withstand the test pressure prescribed in the following tests.

38. ***Section G2417.4; change to read as follows:*

G2417.4 (406.4) Test pressure measurement. Test pressure shall be measured with a monometer or with a pressure-measuring device designed and calibrated to read, record, or indicate a pressure loss caused by leakage during the pressure test period. The source of pressure shall be isolated before the pressure tests are made. ~~Mechanical gauges used to measure test pressures shall have a range such that the highest end of the scale is not greater than five times the test pressure.~~

39. ***Section G2417.4.1; change to read as follows:*

G2417.4.1 (406.4.1) Test pressure. The test pressure to be used shall be no less than 3 psig (20 kPa gauge), or at the discretion of the Code Official, the piping and valves may be tested at a pressure of at least six (6) inches (152 mm) of mercury, measured with a manometer or slope gauge, ~~irrespective of design pressure. Where the test pressure exceeds 125 psig (862 kPa gauge), the test pressure shall not exceed a value that produces a hoop stress in the piping greater than 50 percent of the specified minimum yield strength of the pipe.~~ For tests requiring a pressure of 3 psig, diaphragm gauges shall utilize a dial with a minimum diameter of three and one half inches (3 ½"), a set hand, 1/10 pound incrementation and pressure range not to exceed 6 psi for tests requiring a pressure of 3 psig. For tests requiring a pressure of 10 psig, diaphragm gauges shall utilize a dial with a minimum diameter of three and one-half inches (3 ½"), a set hand, a minimum of 2/10 pound incrementation and a pressure range not to exceed 20 psi. For welded piping, and for piping carrying gas at pressures in excess of fourteen (14) inches water column pressure (3.48 kPa) (1/2 psi) and less than 200 inches of water column pressure (52.2 kPa) (7.5 psi), the test pressure shall not be less than ten (10) pounds per square inch (69.6 kPa). For piping carrying gas at a pressure that exceeds 200 inches of water column (52.2 kPa) (7.5 psi), the test pressure shall be not less than one and one-half times the proposed maximum working pressure.

Diaphragm gauges used for testing must display a current calibration and be in good working condition. The appropriate test must be applied to the diaphragm gauge used for testing

40. ***Section G2417.4.2; change to read as follows:*

G2417.4.2 (406.4.2) Test duration. The test duration shall be held for a length of time satisfactory to the *Building Official*, but in no case for ~~be not~~ less than ~~10~~ fifteen (15) minutes. For welded *piping*, and for *piping* carrying gas at pressures in excess of fourteen (14) inches water column pressure (3.48 kPa), the test duration shall be held for a length of time satisfactory to the *Building Official*, but in no case for less than thirty (30) minutes.

41. ***Section G2420.1 (406.1); add Section G2420.1.4 to read as follows:*

G2420.1.4 Valves in CSST installations. Shutoff *valves* installed with corrugated stainless steel (CSST) *piping systems* shall be supported with an approved termination fitting, or equivalent support, suitable for the size of the *valves*, of adequate strength and quality, and located at intervals so as to prevent or damp out excessive vibration but in no case greater than 12-inches from the center of the *valve*. Supports shall be installed so as not to interfere with the free expansion and contraction of the system's *piping*, fittings, and *valves* between anchors. All *valves* and supports shall be designed and installed so they will not be disengaged by movement of the supporting *piping*.

42. ***Section G2420.5.1 (409.5.1); add text to read as follows:*

G2420.5.1 (409.5.1) Located within the same room. The shutoff valve...*{bulk of paragraph unchanged}*... in accordance with the appliance manufacturer's instructions. A secondary shutoff valve must be installed within 3 feet (914 mm) of the firebox if appliance shutoff is located in the firebox.

43. ***Section G2421.1 (410.1); add text and Exception to read as follows:*

G2421.1 (410.1) Pressure regulators. A line *pressure regulator* shall be ... *{bulk of paragraph unchanged}*... *approved* for outdoor installation. Access to *regulators* shall comply with the requirements for access to *appliances* as specified in Section M1305.

Exception: A passageway or level service space is not required when the *regulator* is capable of being serviced and removed through the required *attic* opening.

44. ***Section G2422.1.2.3 (411.1.3.3) Prohibited locations and penetrations; delete Exception 1 and Exception 4.*

45. ***Section G2445.2 (621.2); add Exception to read as follows:*

G2445.2 (621.2) Prohibited use. One or more *unvented room heaters* shall not be used as the sole source of comfort heating in a *dwelling unit*.

Exception: Existing *approved unvented room heaters* may continue to be used in *dwelling units*, in accordance with the *code* provisions in effect when installed, when *approved* by the *Building Official* unless an unsafe condition is determined to exist as described in *International Fuel Gas Code* Section 108.7 of the Fuel Gas Code.

46. ***Section G2448.1.1 (624.1.1); change to read as follows:*

G2448.1.1 (624.1.1) Installation requirements. The requirements for *water heaters* relative to access, sizing, *relief valves*, drain pans and scald protection shall be in accordance with this *code*.

47. ****Section P2603; add to read as follows:*

P2603.3 Protection against corrosion. Metallic piping, except for cast iron, ductile iron and galvanized steel, shall not be placed in direct contact with steel framing members, concrete or cinder walls and floors or other masonry. Metallic piping shall not be placed in direct contact with corrosive soil. Where sheathing is used to prevent direct contact, the sheathing shall have a thickness of not less than 0.008 inch (8 mil) (0.203 mm) and the sheathing shall be made of approved material ~~plastic~~. Where sheathing protects piping that penetrates concrete or masonry walls or floors, the sheathing shall be installed in a manner that allows movement of the piping within the sheathing.

48. ****Section P2603.5.1 Sewer Depth; change to read as follows:*

P2603.5.1 Sewer depth. Building sewers that connect to private sewage disposal systems shall be a minimum of (4) four inches (mm) below finished grade at the point of septic tank connection. Building sewers shall be a minimum of 12 inches (304 mm) below grade.

49. ****Section P2604; add to read as follows:*

P2604.2.1 Plastic sewer and DWV piping installation. Plastic sewer and DWV piping installed underground shall be installed in accordance with the manufacturer's installation instructions. Trench width shall be controlled to not exceed the outside the pipe diameter plus 16 inches or in a trench which has a controlled width equal to the nominal diameter of the piping multiplied by 1.25 plus 12 inches. The piping shall be bedded in 4 inches of granular fill and then backfilled compacting the side fill in 6-inch layers on each side of the piping. The compaction shall be to minimum of 85 percent standard proctor density and extend to a minimum of 6 inches above the top of the pipe.

50. **** Section P2801; change to read as follows:*

P2801.6 Required pan.

Where a storage tank-type water heater or a hot water storage tank is installed in a location where water leakage from the tank will cause damage, the tank shall be installed in a pan constructed of one of the following:

(1) Galvanized steel or aluminum of not less than 0.0236 inch (0.6010 mm) in thickness.

(2) Plastic not less than 0.036 inch (0.9 mm) in thickness.

(3) Other *approved* materials.

~~A plastic pan beneath a gas-fired water heater shall be constructed of material having a flame spread index of 25 or less and a smoke-developed index of 450 or less when tested in accordance with ASTM E84 or UL 723.~~

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*51. **Section P2801.6.1; change to read as follows:*

Section P2801.6.1 Pan size and drain. The pan shall be not less than 11/2 inches (38 mm) in depth and shall be of sufficient size and shape to receive all dripping or condensate from the tank or water heater. The pan shall be drained by an indirect waste pipe having a diameter of not less than 3/4 inch (19 mm). Piping for safety pan drains shall be of those materials listed in Table P2906.5.

Multiple pan drains may terminate to a single discharge piping system when *approved* by the administrative authority and permitted by the manufactures installation instructions and installed with those instructions. *{existing text unchanged}*

52. Section P2801.6.1; add Section P2801.6.1.1 Pan Alarm to read as follows:

P2801.6.1.1 Pan Alarm. Where a pan is required by this code, an audible alarm for moisture detection shall be installed within the pan.

Exception: Water Heaters installed in a garage with required discharge piping and disposal.

*53. *** Section P2804.6.1; change to read as follows:*

Section P2804.6.1 Requirements for discharge piping. The discharge piping serving a pressure relief valve, temperature relief valve or combination thereof shall:

(1) Not be directly connected to the drainage system.

(2) Discharge through an air gap ~~located in the same room as the water heater.~~

(3) Not be smaller than the diameter of the outlet of the valve served and shall discharge full size to the air gap.

(4) Serve a single relief device and shall not connect to piping serving any other relief device or equipment.

Exception: Multiple relief devices may be installed to a single T & P discharge piping system when approved by the administrative authority and permitted by the manufactures installation instructions and installed with those instructions.

(5) Discharge to the floor, to the pan serving the water heater or storage tank, to a waste receptor or an approved location or to the outdoors.

[remainder unchanged]

(6) Alternative means of disposal may be approved by the building official.

*54. **Section P2902.5.3; change to read as follows:*

P2902.5.3 Lawn irrigation systems. The potable water supply to lawn irrigation systems shall be protected against backflow by an atmospheric-type vacuum breaker, a pressure-type vacuum breaker, a double-check assembly or a reduced pressure principle backflow preventer. A valve shall not be installed downstream from an atmospheric vacuum breaker. Where chemicals are introduced into the system, the potable water supply shall be protected against backflow by a reduced pressure principle backflow preventer.

55. *Section P2902.5.3; Add section P2902.5.3.1: Irrigation System Rain and Freeze Sensors.*

Section P2902.5.3.1. Irrigation systems installed within the City must be equipped with rain and freeze sensors.

56. ****Section P3003.9; change to read as follows:*

P3003.9.2 Solvent cementing. Joint surfaces shall be clean and free from moisture. A purple primer that conforms to ASTM F 656 shall be applied. Solvent cement not purple in color and conforming to ASTM D 2564, CSA B137.3, CSA B181.2 or CSA B182.1 shall be applied to all joint surfaces. The joint shall be made while the cement is wet and shall be in accordance with ASTM D 2855. Solvent cement joints shall be permitted above or below ground.

~~Exception: A primer is not required where both of the following conditions apply:~~

~~(1) The solvent cement used is third-party certified as conforming to ASTM D 2564~~

~~(2) The solvent cement is used only for joining PVC drain, waste, and vent pipe and fittings in not pressure applications in sizes up to and including 4 inches (102mm) in diameter.~~

57. *Section P3005.4.2; Add section P3005.4.2.1: Building Sewer.*

Section P3005.4.2.1: Building Sewer. The minimum size of any building sewer connected to the building drain shall be (4") four inches in diameter.

58. ***Section P3111Combination waste and vent systems; delete this section in its entirety.*

59. ***Section P3112.2 Vent Collection; delete and replace with the following:*

P3112.2 Installation. Traps for island sinks and similar equipment shall be roughed in above the floor and may be vented by extending the vent as high as possible, but not less than the drainboard height and then returning it downward and connecting it to the horizontal sink drain immediately downstream from the vertical fixture drain. The return vent shall be connected to the horizontal drain through a wye-branch fitting and shall, in addition, be provided with a foot vent taken off the vertical fixture vent by means of a wye-branch immediately below the floor and extending to the nearest partition and then through the roof to the open air or may be connected to other vents at a point not less than six (6) inches (152 mm) above the flood level rim of the fixtures served. Drainage fittings shall be used on all parts of the vent below the floor level and a minimum slope of one-quarter (1/4) inch per foot (20.9 mm/m) back to the drain shall be maintained. The return bend used under the drain-board shall be a one (1) piece fitting or an assembly of a forty-five (45) degree (0.79 radius), a ninety (90) degree (1.6 radius) and a forty-five (45) degree (0.79 radius) elbow in the order named. Pipe sizing shall be as elsewhere required in this Code. The island sink drain, upstream of the return vent, shall serve no other fixtures. An accessible cleanout shall be installed in the vertical portion of the foot vent.

ORDINANCE NO. 19-3255

Sec. 22-55 International Mechanical Code Adopted.

The International Mechanical Code, 2018 Edition as published by the International Code Council, Inc., is hereby adopted by reference. Unless deleted, amended, expanded or otherwise changed herein, all provisions of such Code shall be fully applicable and binding; providing for the issuance of permits and the collection of fees thereof.

Sec. 22-56 Amendments to the 2018 International Mechanical Code.

1. ***Section 101.1; Insert: City of Bedford, Texas***

2. ******Section 102.8; change to read as follows:***

   102.8 Referenced Codes and Standards. The codes and standards referenced herein shall be those that are listed in Chapter 15 and such codes, when specifically adopted, and standards shall be considered part of the requirements of this code to the prescribed extent of each such reference. Where differences occur between provisions of this code and the referenced standards, the provisions of this code shall apply. Whenever amendments have been adopted to the referenced codes and standards, each reference to said code and standard shall be considered to reference the adopted amendments. Any reference to NFPA 70 shall mean the Electrical Code as adopted.

3. ***Section 106.5.2; insert "Appendix A Schedule of fees"***

4. ***Section 106.5.3; Change to read as follows:***

   106.5.3: Fee refunds. The code official shall authorize the refunding of fees as provided for in the "Appendix A Schedule of fees"

5. ***Section 108.4; Change to read as follows:***

   108.4: Violation Penalties. Any person violating or failing to comply with any provision or requirement of this article shall be subject to the penalties provided for in Article I, Chapter 22 of the code of ordinances.

6. ***Section 108.2 is amended to read as follows:***
   Section 108.2 Notice of violation; citation. The *code official* is authorized to serve a notice of violation or order on the person responsible for the erection, installation, alteration, extension, repair, moving, removal or demolition mechanical work in violation of the provisions of this code, or in violation of a permit or certificate issued under the provisions of this code. Such order shall direct the discontinuance of the illegal action or condition and the abatement of the violation. The *code official* is authorized to issue citations alleging violations of this code for prosecution in the Municipal Court. Notice under this section is not a prerequisite to prosecution of violations of this code

7. ***Section 108.3 shall be deleted in its entirety.***

8. ***Section 108.4 is amended to read as follows:***
   Persons who shall violate a provision of this code, or shall fail to comply with any of the requirements, thereof, or who shall erect, install, alter, repair, or do work in violation of the approved construction documents, or directive, of the code official, or of a permit, or a certificate, used under provisions of this code, shall be guilty of a Class C Misdemeanor, punishable by a fine of not more than $2,000.00 dollars. Each day that a violation continues shall be deemed a separate offense.

9. ***Section 108.5. Stop Worker Orders; Change to read as follows:***

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Section 108.5: *Upon notice from the code official....(text unchanged)....shall be liable for a fine of not less than* a re-inspection fee established by the Appendix of Fees schedule.

10. ***Section 109; delete entire section and change to read as follows:*

Section 109 Means of Appeal: Any person shall have the right to appeal a decision of the code official to the board of appeals established by ordinance. The board shall be governed by the enabling ordinance.

11. ****Section 306.3; change to read as follows:*

306.3 Appliances in Attics. Attics containing appliances shall be provided . . . *{bulk of paragraph unchanged}* . . . side of the appliance. The clear *access* opening dimensions shall be a minimum of 20 inches by 30 inches (508 mm by 762 mm), and large enough to allow removal of the largest appliance. As a minimum, for *access* to the attic space, provide one of the following:

(1) A permanent stair.

(2) A pull-down stair with a minimum 300 lb. (136 kg) capacity.

(3) An *access* door from an upper floor level.

(4) *Access* Panel may be used in lieu of items 1, 2, and 3 with prior approval of the code official due to building conditions.

Exceptions:

(1) The passageway and level service space are not required where the appliance is capable of being serviced and removed... *{remainder of section unchanged}*

12. ****Section 306.5; change to read as follows:*

306.5 Equipment and Appliances on Roofs or Elevated Structures. Where *equipment* requiring *access* or appliances are located on an elevated structure or the roof of a building such that personnel will have to climb higher than 16 feet (4877 mm) above grade to access, an interior or exterior means of access shall be provided. Exterior ladders providing roof *access* need not extend closer than 12 feet (2438 mm) to the finish grade or floor level below and shall extend to the *equipment* and appliances' level service space. Such *access* shall . . . *{bulk of section to read the same}* . . . on roofs having a slope greater than four units vertical in 12 units horizontal (33-percent slope). ... *{remainder of text unchanged}*.

13. ***Section 306.5.1; change to read as follows:*

306.5.1 Sloped Roofs. Where appliances, *equipment*, fans or other components that require service are installed on a roof having a slope of three units vertical in 12 units horizontal (25-percent slope) or greater and having an edge more than 30 inches (762 mm) above grade at such edge, a catwalk at least 16 inches in width with substantial cleats spaced not more than 16 inches apart shall be provided from the roof *access* to a level platform at the appliance. The level platform shall be provided on each side of the appliance to which *access* is required for service, repair or maintenance. The platform shall be not less than 30 inches (762 mm) in any dimension and shall be provided with guards. The guards shall extend not less than 42 inches (1067 mm) above the platform, shall be constructed so as to prevent the passage of a 21-inch-diameter (533 mm) sphere and shall comply with the loading requirements for guards specified in the *International Building Code*...*{remainder of text unchanged}*.

14. ***Section 306; add Section 306.6 to read as follows:*

306.6 Water Heaters Above Ground or Floor. When the mezzanine or platform in which a water heater is installed is more than eight (8) feet (2438 mm) above the ground or floor level, it shall be made accessible by a stairway or permanent ladder fastened to the building.

Exception: A maximum 10 gallon water heater (or larger with approval) is capable of being accessed through a lay-in ceiling and the water heater installed is not more than ten (10) feet (3048 mm) above the ground or floor level and may be reached with a portable ladder.

15. ***Section 307.2.3; amend item 2 to read as follows:*

(2) A separate overflow drain line shall be connected to the drain pan provided with the equipment. Such overflow drain shall discharge to a conspicuous point of disposal to alert occupants in the event of a stoppage of the primary drain. The overflow drain line shall connect to the drain pan at a higher level than the primary drain connection. However, the conspicuous point shall not create a hazard such as dripping over a walking surface or other areas so as to create a nuisance.

16. ***Section 403.2.1; add an item 5 to read as follows:*

(5) Toilet rooms within private dwellings that contain only a water closet, lavatory, or combination thereof may be ventilated with an *approved* mechanical recirculating fan or similar device designed to remove odors from the air.

17. ***Section 501.3; add an exception to read as follows:*

501.3 Exhaust Discharge. The air removed by every mechanical exhaust system shall be discharged outdoors at a point where it will not cause a public nuisance and not less than the distances specified in Section 501.3.1. The air shall be discharged to a location from which it cannot again be readily drawn in by a ventilating system. Air shall not be exhausted into an attic, crawl space, or be directed onto walkways.

Exceptions:

(1) Whole-house ventilation-type attic fans shall be permitted to discharge into the attic space of dwelling units having private attics.

(2) Commercial cooking recirculating systems.

(3) Where installed in accordance with the manufacturer's instructions and where mechanical or natural ventilation is otherwise provided in accordance with Chapter 4, listed and labeled domestic ductless range hoods shall not be required to discharge to the outdoors.

(4) Toilet room exhaust ducts may terminate in a warehouse or shop area when infiltration of outside air is present.

18. ***Section 607.5.1; change to read as follows:*

607.5.1 Fire Walls. Ducts and air transfer openings permitted in fire walls in accordance with Section 705.11 of the International Building Code shall be protected with listed fire dampers installed in accordance with their listing. For hazardous exhaust systems see Section 510.1-510.9 IMC.

Sec. 22-57 International Plumbing Code Adopted.

The International Plumbing Code, 2018 Edition and appendix chapters B, C, D and E as published by the International Code Council, Inc., is hereby adopted by reference. Unless deleted, amended,

expanded or otherwise changed herein, all provisions of such Code shall be fully applicable and binding; providing for the issuance of permits and the collection of fees thereof.

Sec. 22-58 Amendments to the 2018 International Plumbing Code.

1. ***Table of Contents, Chapter 7, Section 714; change to read as follows:*

   714 Engineered ~~Computerized~~ Drainage Design 69

2. *Section 101.1; Insert: City of Bedford, Texas*

3. ****Section 102.8; change to read as follows:*

   102.8 Referenced codes and standards. The codes and standards referenced in this code shall be those that are listed in Chapter 15 and such codes, when specifically adopted, and standards shall be considered as part of the requirements of this code to the prescribed extent of each such reference. Where the differences occur between provisions of this code and the referenced standards, the provisions of this code shall be the minimum requirements. Whenever amendments have been adopted to the referenced codes and standards, each reference to said code and standard shall be considered to reference the adopted amendments. Any reference to NFPA 70 shall mean the Electrical Code as adopted.

4. ***Sections 106.6.2 and 106.6.3; change to read as follows:*

   106.6.2 Fee schedule. The fees for all plumbing work shall be as Appendix A Schedule of Fees adopted by resolution of the City of Bedford.

   106.6.3 Fee Refunds. The code official shall establish a policy for authorizing the refunding of fees.

5. *Section 108.2 is amended to read as follows:*
   Section 108.2 Notice of violation; citation. The code official is authorized to serve a notice of violation or order on the person responsible for the erection, installation, alteration, extension, repair, moving, removal or demolition in violation of the provisions of this code, or in violation of a permit or certificate issued under the provisions of this code. Such order shall direct the discontinuance of the illegal action or condition and the abatement of the violation. The code official is authorized to issue citations alleging violations of this code for prosecution in the Municipal Court. Notice under this section is not a prerequisite to prosecution of violations of this code

6. *Section 108.3 shall be deleted in its entirety.*

7. *Section 108.4; Change to read as follows:*

   108.4: Violation Penalties. Any person violating or failing to comply with any provision or requirement of this article shall be subject to the penalties provided for in Article I, Chapter 22 of the code of ordinances.

8. *Section 108.5. Stop Worker Orders; Change to read as follows:*

   Section 108.5*: Upon notice from the code official....(text unchanged)....shall be liable for a fine of not less than* a re-inspection fee established by the Appendix of Fees schedule.

9. ***Section 109; delete entire section and change to read as follows:*

   Section 109 Means of Appeal: Any person shall have the right to appeal a decision of the code official to the board of appeals established by ordinance. The board shall be governed by the enabling ordinance.

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8. ***Section 305; change to read as follows:*

305.1 Protection against contact. Metallic piping, except for cast iron, ductile iron and galvanized steel, shall not be placed in direct contact with steel framing members, concrete or cinder walls and floors or other masonry. Metallic piping shall not be placed in direct contact with corrosive soil. Where sheathing is used to prevent direct contact, the sheathing shall have a thickness of not less than 0.008 inch (8 mil) (0.203 mm) and the sheathing shall be made of approved material ~~plastic~~. Where sheathing protects piping that penetrates concrete or masonry walls or floors, the sheathing shall be installed in a manner that allows movement of the piping within the sheathing.

9. *Section 305.4.1; change to read as follows:*

Sewer depth. ~~*Building sewers that connect to private sewage disposal systems shall be a minimum of [number] inches (mm) below finished grade at the point of septic tank connection.*~~ Building sewers shall be a minimum of 12 inches (304 mm) below grade.

10. **Section 305.7; change to read as follows:*

305.7 Protection of components of plumbing system. Components of a plumbing system installed within 3 feet along alleyways, driveways, parking garages or other locations in a manner in which they could be exposed to damage shall be recessed into the wall or otherwise protected in an *approved* manner.

11. ***Section 306; change to read as follows:*

***306.2.4 Plastic sewer and DWV piping installation. Plastic sewer and DWV piping installed underground shall be installed in accordance with the manufacturer's installation instructions. Trench width shall be controlled to not exceed the outside the pipe diameter plus 16 inches or in a trench which has a controlled width equal to the nominal diameter of the diameter of the piping multiplied by 1.25 plus 12 inches. The piping shall be bedded in 4 inches of granular fill and then backfilled compacting the side fill in 6-inch layers on each side of the piping. The compaction shall be to minimum of 85 percent standard proctor density and extend to a minimum of 6 inches above the top of the pipe.

12. **Section 314.2.1; change to read as follows:*

314.2.1 Condensate disposal. Condensate from all cooling coils and evaporators shall be conveyed from the drain pan outlet to an *approved* place of disposal. ... {text unchanged} ... Condensate shall not discharge into a street, alley, sidewalk, rooftop, or other areas so as to cause a nuisance.

13. **Section 409.2; change to read as follows:*

409.2 Water connection. The water supply to a commercial dishwashing machine shall be protected against backflow by an air gap or backflow preventer in accordance with Section 608. (Remainder of section unchanged).

14. **Section 413.4; change to read as follows:*

413.4 Required location for floor drains ~~Public laundries and central washing facilities~~. Floor drains shall be installed in the following areas:

(1) In public laundries and in the central washing facilities of multiple family dwellings, the rooms containing automatic clothes washers shall be provided with floor drains located to readily drain the entire floor area. Such drains shall have a minimum outlet of not less than 3 inches (76 mm) in diameter.

(2) Commercial kitchens. In lieu of floor drains in commercial kitchens, the Code Official may accept floor sinks.

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(3) Public restrooms.

15. ***Section 502.3; change to read as follows:

502.3 Water heaters installed in attics. Attics containing a water heater shall be provided . . . {bulk of paragraph unchanged} . . . side of the water heater. The clear access opening dimensions shall be not less than 20 inches by 30 inches (508 mm by 762 mm) where such dimensions are large enough to allow removal of the water heater. As a minimum, for access to the attic space, provide one of the following:

(1) A permanent stair.

(2) A pull-down stair with a minimum 300 lb (136 kg) capacity.

(3) An access door from an upper floor level.

(4) Access Panel may be used in lieu of items 1, 2, and 3 with prior approval of the Code Official due to building conditions.

Exceptions:

(1) The passageway and level service space are not required where the appliance is capable of being serviced and removed... {remainder of text unchanged}

16. **Section 502.6; add Section 502.6 to read as follows:

502.6 Water heaters above ground or floor. When the attic, roof, mezzanine or platform in which a water heater is installed is more than eight (8) feet (2438 mm) above the ground or floor level, it shall be made accessible by a stairway or permanent ladder fastened to the building.

Exception: A max 10-gallon water heater (or larger with approval) is capable of being accessed through a lay-in ceiling and a water heater is installed is not more than ten (10) feet (3048 mm) above the ground or floor level and may be reached with a portable ladder.

17. ***Section 504.6; change to read as follows:

504.6 Requirements for discharge piping. The discharge piping serving a pressure relief valve, temperature relief valve or combination thereof shall:

(1) Not be directly connected to the drainage system.

(2) Discharge through an air gap. ~~located in the same room as the water heater~~.

(3) Not be smaller than the diameter of the outlet of the valve served and shall discharge full size to the air gap.

(4) Serve a single relief device and shall not connect to piping serving any other relief device or equipment.

Exception: Multiple relief devices may be installed to a single T & P discharge piping system when *approved* by the administrative authority and permitted by the manufacture's installation instructions and installed with those instructions.

(5) Discharge to ~~the floor, to the pan serving the water heater or storage tank, to a waste receptor~~ an approved location or to the outdoors.

(6) Discharge in a manner that does not cause personal injury or structural damage.

(7) Discharge to a termination point that is readily observable by the building occupants.

(8) Not be trapped.

(9) Be installed so as to flow by gravity.

(10) Terminate not more than 6 inches above and not less than two times the discharge pipe diameter above the floor or flood level rim of the waste receptor.

(11) Not have a threaded connection at the end of such piping.

(12) Not have valves or tee fittings.

(13) Be constructed of those materials listed in Section 605.4 or materials tested, rated and *approved* for such use in accordance with ASME A112.4.1.

(14) Be one nominal size larger than the size of the relief valve outlet, where the relief valve discharge piping is installed with insert fittings. The outlet end of such tubing shall be fastened in place.

(15) Alternative means of disposal may be approved by the building official.

*18. **Section 504.7.1; change to read as follows:*

Section 504.7.1 Pan size and drain to read as follows: The pan shall be not less than 11/2 inches (38 mm) in depth and shall be of sufficient size and shape to receive all dripping or condensate from the tank or water heater. The pan shall be drained by an indirect waste pipe having a diameter of not less than 3/4 inch (19 mm). Piping for safety pan drains shall be of those materials listed in Table 605.4. Multiple pan drains may terminate to a single discharge piping system when *approved* by the administrative authority and permitted by the manufactures installation instructions and installed with those instructions.

19. Section 504.7.3; add Section 504.7.3 Pan Alarm to read as follows:

504.7.3 Pan Alarm. Where a pan is required by this code, an audible alarm for moisture detection shall be installed within the pan.

Exception: Water Heaters installed in a garage with required discharge piping and disposal.

*20. **Section 608.1; change to read as follows:*

608.1 General. A potable water supply system shall be designed, installed and maintained in such a manner so as to prevent contamination from non-potable liquids, solids or gases being introduced into the potable water supply through cross-connections or any other piping connections to the system. Backflow preventer applications shall conform to applicable local regulations, Table 608.1, ~~except~~ and as specifically stated in Sections 608.2 through 608.16.10.

*21. **Section 608.17.5; change to read as follows:*

608.17.5 Connections to lawn irrigation systems.
The potable water supply to lawn irrigation systems shall be protected against backflow by an atmospheric-type vacuum breaker, a pressure-type vacuum breaker, a double-check assembly or a reduced pressure principle backflow preventer. A valve shall not be installed downstream from an atmospheric vacuum breaker. Where chemicals are introduced into the system, the potable water supply shall be protected against backflow by a reduced pressure principle backflow preventer.

22. Section 608.17.5; Add section 608.17.5.1 to read as follows:

ORDINANCE NO. 19-3255

608.17.5.1: Irrigation System Any irrigation system installed within the City must be equipped with rain and freeze sensors.

23. ***Section 608.18; change to read as follows:*

608.18 Protection of individual water supplies. An individual water supply shall be located and constructed so as to be safeguarded against contamination in accordance with applicable local regulations. Installation shall be in accordance with Sections 608.17.1 through 608.17.8.

24. *Section 703.6; Delete*

25. ***Section 704.5; added to read as follows:*

704.5 Single stack fittings. Single stack fittings with internal baffle, PVC schedule 40 or cast iron single stack shall be designed by a registered engineer and comply to a national recognized standard.

26. *Section 710.1; Add section 710.1.3: Building Sewer.*

Section 710.1.3: Building Sewer. The minimum size of any building sewer connected to the building drain shall be (4") four inches in diameter.

28. ***Section 712.5; add Section 712.5 to read as follows:*

712.5 Dual Pump System. All sumps shall be automatically discharged and, when in any "public use" occupancy where the sump serves more than 10 fixture units, shall be provided with dual pumps or ejectors arranged to function independently in case of overload or mechanical failure. For storm drainage sumps and pumping systems, see Section 1113.

29. ***Section 713, 713.1; change to read as follows:*

SECTION 713 ENGINEERED ~~COMPUTERIZED~~ DRAINAGE DESIGN

713.1 Design of drainage system. The sizing, design and layout of the drainage system shall be ~~permitted to be~~ designed by a registered engineer using *approved* ~~computer~~ design methods.

30. **Section 803.3; added to read as follows:

803.3 Special waste pipe, fittings, and components. Pipes, fittings, and components receiving or intended to receive the discharge of any fixture into which acid or corrosive chemicals are placed shall be constructed of CPVC, high silicone iron, PP, PVDF, chemical resistant glass, or glazed ceramic materials.

31. ***Section 903.1; change to read as follows:*

903.1 Roof extension. Open vent pipes that extend through a roof shall terminate not less than six (6) inches (152 mm) above the roof. Where a roof is to be used for assembly or as a promenade, observation deck, sunbathing deck or similar purposes, open vent pipes shall terminate not less than 7 feet (2134 mm) above the roof.

32. ****Section 918.8; change to read as follows.*

918.8 Where permitted. Individual, branch and circuit vents shall be permitted to terminate with a connection to an individual or branch-type air admittance valve in accordance with Section 918.3.1. Stack vents and vent stacks shall be permitted to terminate to stack-type air admittance valves in accordance with Section 918.3.2. Air admittance valves shall only be installed with the prior approval of the building official.

33. ***Section 1003.3.5.1; change to read as follows.*

Table 1003.3.5.1, Capacity of Grease Interceptors: replace table to read as follows:

(1) All establishments that produce food disposal, fats, oil or grease shall discharge into an approved oil & grease interceptor.

(2) Establishments with a discharge of more than 50 gallons per minute shall discharge into a minimum of 750-Gallon approved Interceptor. The Building Official may require an Interceptor of Engineered design.

(3) Establishments with a discharge of 50 gallons per minute or less shall discharge into an approved 100-pound sized and approved Interceptor.

(4) An approved-type grease interceptor or grease trap complying with the provisions of this subsection shall be installed in the waste line leading from sinks, drains, and other fixtures or equipment in establishments such as restaurants, cafes, lunch counters, cafeterias, bars and clubs, hotels, hospitals, sanitarium, auto mechanic or wash facilities, washeterias, factory or school kitchens, or other establishments where grease may be introduced into the drainage or sewage system in quantities that can affect line stoppage or hinder sewage treatment or private sewage disposal when grease interceptors are required. A grease trap is not required for individual dwelling units or for any private living quarters.

34. *Section 1003.10.; change to read as follows:*

1003.10 Access and maintenance of interceptors and separators. Interceptors and separators shall be installed outside and below ground of the facility it serves. Access shall be provided to each interceptor and separator for service and *(remainder of text unchanged).*

35. **Section 1106.1; change to read as follows:*

1106.1 General. The size of the vertical conductors and leaders, building storm drains, building storm sewers, and any horizontal branches of such drains or sewers shall be based on six (6) inches per hour ~~the 100-year hourly~~ rainfall rate ~~indicated in Figure 1106.1 or on other rainfall rates determined from *approved* local weather data~~.

36. **Section 1108.3; change to read as follows:*

1108.3 Sizing of secondary drains. Secondary (emergency) roof drain systems shall be sized in accordance with Section 1106 ~~based on the rainfall rate for which the primary system is sized in Figure 1106.1 or on other rainfall rates determined from *approved* local weather data.~~ Scuppers shall be sized to prevent the depth of ponding water from exceeding that for which the roof was designed as determined by Section 1101.7. Scuppers shall not have an opening dimension of less than 4 inches (102 mm). The flow through the primary system shall not be considered when sizing the secondary roof drain system.

37. **Section 1109; delete this section.

38. ***Section 1202.1; delete Exceptions 1 and 2.*

Sec. 22-59 International Fuel Gas Code Adopted.

The International Fuel Gas Code, 2018 Edition and appendix chapters B, C, D and E as published by the International Code Council, Inc., is hereby adopted by reference. Unless deleted, amended, expanded or otherwise changed herein, all provisions of such Code shall be fully applicable and binding; providing for the issuance of permits and the collection of fees thereof.

ORDINANCE NO. 19-3255

Sec. 22-60 Amendments to the 2018 International Fuel Gas Code.

1. *Section 101.1; Insert: City of Bedford, Texas*

2. ***Section 102.2; add an exception to read as follows:*

   Exception: Existing dwelling units shall comply with Section 621.2.

3. ***Section 102.8; change to read as follows:*

   102.8 Referenced codes and standards. The codes and standards referenced in this code shall be those that are listed in Chapter 8 and such codes, when specifically adopted, and standards shall be considered part of the requirements of this code to the prescribed extent of each such reference. Where differences occur between provisions of this code and the referenced standards, the provisions of this code shall apply. Whenever amendments have been adopted to the referenced codes and standards, each reference to said code and standard shall be considered to reference the amendments as well. Any reference to NFPA 70 or the ICC *Electrical Code* shall mean the Electrical Code as adopted.

4. *Section 106.6.2; insert "Appendix A Schedule of fees"*

5. *Section 106.6.3; Change to read as follows:*

   106.6.3: Fee refunds. The code official shall authorize the refunding of fees as provided for in the "Appendix A Schedule of fees"

6. *Section 108.2 is amended to read as follows:*

   Section 108.2 Notice of violation; citation. The code official is authorized to serve a notice of violation or order on the person responsible for the erection, installation, alteration, extension, repair, moving, removal or demolition in violation of the provisions of this code, or in violation of a detail statement or a approved construction documents thereunder, or in violation of a permit or certificate issued under the provisions of this code. Such order shall direct the discontinuance of the illegal action or condition and the abatement of the violation. The code official is authorized to issue citations alleging violations of this code for prosecution in the Municipal Court. Notice under this section is not a prerequisite to prosecution of violations of this code

7. *Section 108.3 shall be deleted in its entirety.*

8. *Section 108.4; Change to read as follows:*

   108.4: Violation Penalties. Any person violating or failing to comply with any provision or requirement of this article shall be subject to the penalties provided for in Article I, Chapter 22 of the code of ordinances.

9. *Section 108.5; Stop Work Orders: Change to read as follows:*

   Section 108.5*: Upon notice from the code official….(text unchanged)….shall be liable for a fine of not less than* a re-inspection fee established by the Appendix of Fees schedule.

10. ***Section 109; delete entire section and change to read as follows:*

    Section 109 Means of Appeal; Any person shall have the right to appeal a decision of the code official to the board of appeals established by ordinance. The board shall be governed by the enabling ordinance.

11. ****Section 306.3; change to read as follows:*

[M] 306.3 Appliances in attics. Attics containing appliances shall be provided . . . *{bulk of paragraph unchanged}* . . . side of the *appliance*. The clear *access* opening dimensions shall be a minimum of 20 inches by 30 inches (508 mm by 762 mm), and large enough to allow removal of the largest *appliance*. As a minimum, for *access* to the attic space, provide one of the following:

(1) A permanent stair.
(2) A pull down stair with a minimum 300 lb (136 kg) capacity.
(3) An *access* door from an upper floor level.
(4) *Access* Panel may be used in lieu of items 1, 2, and 3 with prior approval of the code official due to building conditions.

Exceptions:

(1) The passageway and level service space are not required where the *appliance* is capable of being serviced and removed through the required opening.
(2) Where the passageway is not less than ... *{bulk of section to read the same}*.

12. ***Section 306.5; change to read as follows:

[M] 306.5 Equipment and Appliances on Roofs or Elevated Structures. Where *equipment* requiring *access* or appliances are located on an elevated structure or the roof of a building such that personnel will have to climb higher than 16 feet (4877 mm) above grade to access, an interior or exterior means of access shall be provided. Exterior ladders providing roof *access* need not extend closer than 12 feet (2438 mm) to the finish grade or floor level below and shall extend to the *equipment* and appliances' level service space. Such *access* shall . . . *{bulk of section to read the same}* . . . on roofs having a slope greater than four units vertical in 12 units horizontal (33-percent slope). ... *{remainder of text unchanged}*.

13. **Section 306.5.1; change to read as follows:

[M] 306.5.1 Sloped roofs. Where appliances, *equipment*, fans or other components that require service are installed on a roof having a slope of 3 units vertical in 12 units horizontal (25-percent slope) or greater and having an edge more than 30 inches (762 mm) above grade at such edge, a catwalk at least 16 inches in width with substantial cleats spaced not more than 16 inches apart shall be provided from the roof *access* to a level platform at the appliance. The level platform shall be provided on each side of the appliance to which *access* is required for service, repair or maintenance. The platform shall be not less than 30 inches (762 mm) in any dimension and shall be provided with guards. The guards shall extend not less than 42 inches (1067 mm) above the platform, shall be constructed so as to prevent the passage of a 21-inch-diameter (533 mm) sphere and shall comply with the loading requirements for guards specified in the *International Building Code*.

14. **Section 401.5; add a second paragraph to read as follows:

Both ends of each section of medium pressure gas piping shall identify its operating gas pressure with an *approved* tag. The tags are to be composed of aluminum or stainless steel and the following wording shall be stamped into the tag:

"WARNING
1/2 to 5 psi gas pressure
Do Not Remove"

15. **Section 404.12; change to read as follows:

ORDINANCE NO. 19-3255

404.12 Minimum burial depth. Underground piping systems shall be installed a minimum depth of ~~12~~ 18 inches (~~305~~ 458 mm) top of pipe below grade, ~~except as provided for in Section 404.12.1~~.

16. Section 404.12.1 Delete in its entirety

17. **Section 406.4; change to read as follows:

406.4 Test pressure measurement. Test pressure shall be measured with a monometer or with a pressure-measuring device designed and calibrated to read, record, or indicate a pressure loss caused by leakage during the pressure test period. The source of pressure shall be isolated before the pressure tests are made. ~~Mechanical gauges used to measure test pressures shall have a range such that the highest end of the scale is not greater than five times the test pressure.~~

16 **Section 406.4.1; change to read as follows:

406.4.1 Test pressure. The test pressure to be used shall be no less than ~~1 1/2 times the proposed maximum working pressure, but no less than 3~~ 3 psig (20 kPa gauge), or at the discretion of the Code Official, the piping and valves may be tested at a pressure of at least six (6) inches (152 mm) of mercury, measured with a manometer or slope gauge, ~~irrespective of design pressure. Where the test pressure exceeds 125 psig (862 kPa gauge), the test pressure shall not exceed a value that produces a hoop stress in the piping greater than 50 percent of the specified minimum yield strength of the pipe.~~ For tests requiring a pressure of 3 psig, diaphragm gauges shall utilize a dial with a minimum diameter of three and one half inches (3 ½"), a set hand, 1/10 pound incrementation and pressure range not to exceed 6 psi for tests requiring a pressure of 3 psig. For tests requiring a pressure of 10 psig, diaphragm gauges shall utilize a dial with a minimum diameter of three and one-half inches (3 ½"), a set hand, a minimum of 2/10 pound incrementation and a pressure range not to exceed 20 psi. For welded piping, and for piping carrying gas at pressures in excess of fourteen (14) inches water column pressure (3.48 kPa) (1/2 psi) and less than 200 inches of water column pressure (52.2 kPa) (7.5 psi), the test pressure shall not be less than ten (10) pounds per square inch (69.6 kPa). For piping carrying gas at a pressure that exceeds 200 inches of water column (52.2 kPa) (7.5 psi), the test pressure shall be not less than one and one-half times the proposed maximum working pressure.

Diaphragm gauges used for testing must display a current calibration and be in good working condition. The appropriate test must be applied to the diaphragm gauge used for testing.

17**Section 409.1; add Section 409.1.4 to read as follows:

409.1.4 Valves in CSST installations. Shutoff valves installed with corrugated stainless steel (CSST) piping systems shall be supported with an *approved* termination fitting, or equivalent support, suitable for the size of the valves, of adequate strength and quality, and located at intervals so as to prevent or damp out excessive vibration but in no case greater than 12-inches from the center of the valve. Supports shall be installed so as not to interfere with the free expansion and contraction of the system's piping, fittings, and valves between anchors. All valves and supports shall be designed and installed so they will not be disengaged by movement of the supporting piping.

18**Section 410.1; add a second paragraph and exception to read as follows:

Access to regulators shall comply with the requirements for access to appliances as specified in Section 306.

Exception: A passageway or level service space is not required when the regulator is capable of being serviced and removed through the required attic opening.

*19**Section 621.2; add exception as follows:*

621.2 Prohibited use. One or more unvented room heaters shall not be used as the sole source of comfort heating in a dwelling unit.

Exception: Existing *approved* unvented heaters may continue to be used in dwelling units, in accordance with the code provisions in effect when installed, when *approved* by the Code Official unless an unsafe condition is determined to exist as described in Section 108.7.

Sec. 22-61 International Energy Conservation Code Adopted.

The International Energy Conservation Code, 2018 Edition as published by the International Code Council, Inc., is hereby adopted by reference. Unless deleted, amended, expanded or otherwise changed herein, all provisions of such Code shall be fully applicable and binding; providing for the issuance of permits and the collection of fees thereof.

Sec. 22-62 Amendments to the 2018 International Energy Conservation Code.

1. *Section 101.1; Insert: City of Bedford, Texas*

2. ***Section C102/R102 General; add Section C102.1.2 and R102.1.2 (N1101.4.1) to read as follows:*

   C102.1.2 Alternative compliance. A building certified by a national, state, or local accredited energy efficiency program and determined by the Energy Systems Laboratory to be in compliance with the energy efficiency requirements of this section may, at the option of the Code Official, be considered in compliance. The United States Environmental Protection Agency's Energy Star Program certification of energy code equivalency shall be considered in compliance.

   R102.1.2 (N1101.4.1) Alternative compliance. A building certified by a national, state, or local accredited energy efficiency program and determined by the Energy Systems Laboratory to be in compliance with the energy efficiency requirements of this section may, at the option of the Code Official, be considered in compliance. The United States Environmental Protection Agency's Energy Star Program certification of energy code equivalency shall be considered in compliance. Regardless of the program or the path to compliance, each 1- and 2-family dwelling shall be tested for air and duct leakage as prescribed in Section R402.4.1.2 (N1102.4.1.2) and R403.3.3 (N1103.3.3) respectively.

3. *Section C105.4; revised to read as follows:*

   Section C105.4; The code official ~~is authorized to~~ shall accept reports of third-party inspection agencies *(remainder text unchanged)...*

4. ***Section C109; delete entire section and change to read as follows:*

   Section C109 Board of Appeal: Any person shall have the right to appeal a decision of the code official to the board of appeals established by ordinance. The board shall be governed by the enabling ordinance.

5. *Section R202 (N1101.6) Definitions; add the following definition:*

   **PROJECTION FACTOR. The ratio of the horizontal depth of the overhang, eave or permanently attached shading device, divided by the distance measured vertically from

the bottom of the fenestration glazing to the underside of the overhang, eave or permanently attached shading device.

6. *Section R202 (N1101.6) Definitions; add the following definition:*

**DYNAMIC GLAZING. Any fenestration product that has the fully reversible ability to change it performance properties, including *U*-factor, solar heat gain coefficient (SHGC), or visible transmittance (VT).

7. ****Table 402.1.2 (N1102.1.2) INSULATION AND FENESTRATION REQUIREMENTS BY COMPONENT; the Fenestration U-factor for Climate Zone 3 is amended as follows:*

CLIMATE ZONE	FENESTRATION *U*-FACTOR
3	~~0.32~~ 0.35

8. ****Table 402.1.4 (N1102.1.4) EQUIVALENT U-FACTORS; the Fenestration U-factor for Climate Zone 3 is amended as follows:*

CLIMATE ZONE	FENESTRATION *U*-FACTOR
3	~~0.32~~ 0.35

9. ***Section R402.3.2 (N1102.3.2) Glazed fenestration SHGC; amend by adding a paragraph and table following the exception to read as follows:*

Where vertical fenestration is shaded by an overhang, eave, or permanently attached shading device, the SHGC required in Table R402.1.2 shall be reduced by using the multipliers in Table R402.3.2 SHGC Multipliers for Permanent Projections.

Table R402.3.2 SHGC Multipliers for Permanent Projections [a]

Projection Factor	SHGC Multiplier (all Other Orientation)	SHGC Multiplier (North Oriented)
0 - 0.10	1.00	1.00
>0.10 – 0.20	0.91	0.95
>0.20 – 0.30	0.82	0.91
>0.30 – 0.40	0.74	0.87
>0.40 – 0.50	0.67	0.84
>0.50 – 0.60	0.61	0.81
>0.60 – 0.70	0.56	0.78
>0.70 – 0.80	0.51	0.76
>0.80 – 0.90	0.47	0.75
>0.90 – 1.00	0.44	0.73

[a] North oriented means within 45 degrees of true north.

10. ***R402.4.1.2 (N1102.4.1.2) Testing; add a last paragraph to read as follows:*

Mandatory testing shall only be performed by individuals that are certified to perform air infiltration testing certified by national or state organizations as approved by the building official. The certified individuals must be an independent third-party entity, and may not be employed; or have any financial interest in the company that constructs the structure.

11. ****Section R402.4 (N1102.4) Air leakage (Mandatory); add a new section and table to read as follows:*

R402.4.1.3 (N1102.4.1.3) Testing option – ACH tradeoff. As an option to the air leakage rate set out in Section R402.4.1.2 (N1102.4.1.2), 1- and 2-family homes meeting all of the

listed criteria below and the *thermal envelope* requirements in Table R402.4.1.3 (N1102.4.1.3) will be considered compliant when tested and verified as having an air leakage rate to not less than or equal to four air changes per hour when tested and reported in accordance with the testing standards and reporting criteria listed in Section R402.4.1.2 (N1102.4.1.2).

The compliance equivalency is limited as follows:

(1) Limited to a conditioned floor area between 1,000 and 6,000 square feet,

(2) Limited to between 2 to 6bedrooms,

(3) Assumes all ductwork and mechanical equipment is located in the unconditioned attic,

(4) Assumes typical wood framing in the walls and roof, and

(5) Assumes one of the following heating/cooling systems:

(a) All electric system with a heat pump for heating, or

(b) A system with electric cooling and natural gas heating.

Dwellings using electric resistance strip heating do not qualify for this tradeoff.

TABLE R402.4.1.3 (N1102.4.1.3)[a]

Envelope Component	Option #1	Option #2
R402.4 Air Leakage	≤ 4 ACH50	≤ 4 ACH50
Wall Insulation *R*-value	R13 + R3[b]	R13 + R3[b]
Fenestration *U*-factor	≤ 0.32	≤ 0.32
Fenestration SHGC	≤ 0.25	≤ 0.25
Ceiling *R*-value	≥ R49	≥ R49
Duct Insulation *R*-value	R8	R6
Radiant Barrier Required	No	Yes

[a] Except for the values listed in the table, all other mandatory code provisions are applicable.

[b] The first value listed is the *R*-value of cavity insulation, the second value is the *R*-value of the continuous insulation or insulated siding.

12. *** Section R402.4 Air leakage (Mandatory); add a new section to read as follows:

R402.4.1.4 Testing options for R2 multifamily dwelling units. As an option to the air leakage rate set out in Section R402.4.1.2, multifamily dwelling units will be considered compliant when tested and verified as having an air leakage rate to the air leakage rate set out in either Section R402.4.1.4.1 or Section R402.4.1.4.2 when tested and reported in accordance with the testing standards and reporting criteria listed in Section R402.4.1.2

R402.4.1.4.1 Total air leakage rate for interior multifamily dwelling units. Interior multifamily dwelling units with a measured, "unguarded" total air leakage result of 5.3 ACH50 or less shall be considered compliant.

R402.4.1.4.2 Total air leakage rate for corner multifamily dwelling units. Corner multifamily units with a measured, "unguarded" total leakage result of less than 5.0 ACH50 shall be considered compliant.

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13. **** Section R402.4 Air leakage (Mandatory); add a new section to read as follows:*

R402.4.1.5 Sampling options for R2 multifamily dwelling units. For buildings having three or more dwelling units, a minimum of 15% of the dwelling units in each building must be tested as required by Section R402.4.1.2. Prior to beginning sampling for testing, "Initial Testing" is required for each multifamily property. "Initial Testing" shall consist of the 3rd party testing contractor performing the required tests on at least three consecutive dwelling units. Test results from the "Initial Testing" must satisfy minimum code requirements before sampling is permitted. Dwelling units selected for the "Initial Testing" must be within the same building. Dwelling units selected for "Initial Testing" shall not be included in a "sample group" or counted toward the minimum 15% of dwelling units tested. The building official shall randomly select the three dwelling units for "Initial Testing." The building official may delegate the random selection to the designated 3rd party testing contractor.

R402.4.1.5.1 Sample group Identification and Sampling. The builder shall identify a "sample group" which may be a building, floor, fire area or portion thereof. All of the dwelling units within the "sample group" must be at the same stage of construction and must be ready for testing. The building official shall randomly select at least 15% of dwelling units from each "sample group" for testing. The building official may delegate the random selection to the designated 3rd party testing contractor.

If each tested dwelling unit within a "sample group" meets the minimum code requirements, then all dwelling units in the "sample group" are considered to meet the minimum code requirements.

Before a building may be deemed compliant with the testing as required, each "sample group" must be deemed compliant with the minimum code requirements. The sum total of all of the tested dwelling units across all "sample groups" shall not be less than a minimum of 15% of the dwelling units in a building.

R402.4.1.5.2 Failure to Meet Code Requirement(s). If any dwelling units within the identified "sample group" fail to meet a code requirement as determined by testing, the builder will be directed to correct the cause(s) of failure, and 30% of the remaining dwelling units in the "sample group" will be randomly selected for testing by the building official, or third-party testing contractor, regarding the specific cause(s) of failure.

If any failures occur in the additional dwelling units, all remaining dwelling units in the sample group must be individually tested for code compliance.A multifamily property with three failures within a 90-day period is no longer eligible to use the sampling protocol in that community or project until successfully repeating "Initial Testing." Sampling may be reinstated after at least three consecutive dwelling units are individually verified to meet all code requirements.

A Certificate of Occupancy may not may be issued for any building until testing has been performed and deemed to satisfy the minimum code requirements on the dwelling unit(s) identified for testing.

14. *** R403.3.3 (N1103.3.3) Duct Testing (Mandatory); add a last paragraph to read as follows:*

Mandatory testing shall only be performed by individuals that are certified to perform duct testing leakage testing certified by national or state organizations as approved by the building official. The certified individuals must be an independent third-party entity, and may not be employed; or have any financial interest in the company that constructs the structure.

15. **** Section R403.3 Ducts; add a new section to read as follows:*

R403.3.4.1 Sampling options for R2 multifamily dwelling units. For buildings having three or more dwelling units, a minimum of 15% of the dwelling units in each building must be tested as required by Section R403.3.3. Prior to beginning sampling for testing, "Initial Testing" is required for each multifamily property. "Initial Testing" shall consist of the 3rd party testing contractor performing the required tests on at least three consecutive dwelling units. Test results from the "Initial Testing" must satisfy minimum code requirements before sampling is permitted. Dwelling units selected for the "Initial Testing" must be within the same building. Dwelling units selected for "Initial Testing" shall not be included in a "sample group" or counted toward the minimum 15% of dwelling units tested. The building official shall randomly select the three dwelling units for "Initial Testing." The building official may delegate the random selection to the designated 3rd party testing contractor.

R403.3.4.1.1 Sample group Identification and Sampling. The builder shall identify a "sample group" which may be a building, floor, fire area or portion thereof. All of the dwelling units within the "sample group" must be at the same stage of construction and must be ready for testing. The building official shall randomly select at least 15% of dwelling units from each "sample group" for testing. The building official may delegate the random selection to the designated 3rd party testing contractor.

If each tested dwelling unit within a "sample group" meets the minimum code requirements, then all dwelling units in the "sample group" are considered to meet the minimum code requirements.

Before a building may be deemed compliant with the testing as required, each "sample group" must be deemed compliant with the minimum code requirements. The sum total of all of the tested dwelling units across all "sample groups" shall not be less than a minimum of 15% of the dwelling units in a building.

R403.3.4.1.2 Failure to Meet Code Requirement(s). If any dwelling units within the identified "sample group" fail to meet a code requirement as determined by testing, the builder will be directed to correct the cause(s) of failure, and 30% of the remaining dwelling units in the "sample group" will be randomly selected for testing by the building official, or third-party testing contractor, regarding the specific cause(s) of failure.

If any failures occur in the additional dwelling units, all remaining dwelling units in the sample group must be individually tested for code compliance.A multifamily property with three failures within a 90-day period is no longer eligible to use the sampling protocol in that community or project until successfully repeating "Initial Testing." Sampling may be reinstated after at least three consecutive dwelling units are individually verified to meet all code requirements.

A Certificate of Occupancy may not may be issued for any building until testing has been performed and deemed to satisfy the minimum code requirements on the dwelling unit(s) identified for testing.

16. ***Section C402.2/R402.2 (N1102.2) Specific insulation requirements (Prescriptive); add Section C402.2.8 and R402.2.14 (N1102.2.14) to read as follows:*

Section C402.2.8/R402.2.14 (N1102.2.14) Insulation installed in walls. Insulation installed in walls shall be totally enclosed on all sides consisting of framing lumber, gypsum, sheathing, wood structural panel sheathing or other equivalent material approved by the building official.

17. ****Section C403.7.4 Energy recovery ventilation systems (Mandatory); add exception #12 to read as follows:*

12. Individual ventilation systems that serve an individual dwelling unit or sleeping unit.

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18. ***Section C403.11.1 Duct and Plenum Insulation and Sealing (Mandatory); is amended by adding a second paragraph to read as follows:*

Environmental ducts and plenums installed in vertical chases, both supply and exhaust, where the ducts or plenums will not be accessible after construction completion, shall be leak tested in accordance with the SMACNA HVAC Air Leakage Test Manual to the installed ductwork class and pressure requirements.

Documentation shall be furnished demonstrating that representative sections totaling not less than 25 percent of the duct area have been tested and that all tested sections comply with the requirements of this section.

19. ***Section R404.1 (N1104.1); revised in its entirety to read as follows:*

Section R404.1 (N1104.1) Lighting equipment (Mandatory). Not less than 75 percent of the lamps in permanently installed lighting fixtures or not less than 75 percent of the permanently installed lighting fixtures shall contain only high-efficacy lamps.

20. **Section 405.2 (N1105.2); add the exception to read as follows:*

Section 405.2 (N1105.2) Mandatory requirements. Compliance with the section requires that the mandatory provisions identified in Section 401.2 be met. Supply and return ducts not completely inside the building thermal envelope shall be insulated to an R-value of not less than R-6.

Exceptions:

(1) For one and two family dwellings the maximum envelope leakage of 4 ACH50 is permitted provided the envelope leakage in the Standard Reference Design is 3 ACH50 and all other requirements of Section R405 are met, including all other mandatory measures. The annual energy cost or source energy usage of the Proposed Design must be equal to or less than that of the Standard Reference Design.

(2) For multifamily or townhomes and buildings classified as Group R2 and Group R4 of three stories or less the maximum envelope leakage of less than 5 ACH50 is permitted provided the envelope leakage in the Standard Reference Design is 3 ACH50 and all other requirements of Section R405 are met, including all other mandatory measures. The annual energy cost or source energy usage of the Proposed Design must be equal to or less than that of the Standard Reference Design.

21. **Section R405.6.2 (N1105.6.2); add the following sentence to the end of paragraph:*

Acceptable performance software simulation tools may include, but are not limited to, REM Rate™; Energy Gauge®; ICF International Beacon Residential; Ekotrope, HERS Module; Right-Energy HERS and IC3. Other performance software programs as listed by RESNET® and having the ability to provide a report as outlined in R405.4.2 may also be deemed acceptable performance simulation programs and may be considered by the building official.

22. ***Section C405.9. Voltage drop in feeders; deleted in its entirety.*

23. **TABLE R406.4 (N1106.4) MAXIMUM ENERGY RATING INDEX; amend to read as follows:*

TABLE R406.4 *(N1106.4)* [1]
MAXIMUM ENERGY RATING INDEX

CLIMATE ZONE	ENERGY RATING INDEX
3	65

[1] This table is effective until August 31, 2019.

TABLE R406.4 *(N1106.4)*[2]
MAXIMUM ENERGY RATING INDEX

CLIMATE ZONE	ENERGY RATING INDEX
3	63

[2] The table is effective from September 1, 2019 to August 31, 2022.

TABLE R406.4 *(N1106.4)*[3]
MAXIMUM ENERGY RATING INDEX

CLIMATE ZONE	ENERGY RATING INDEX
3	59

[3] This table is effective on or after September 1, 2022.

24. ***Section C408.3.1 Functional Testing; amend to read as follows:

C408.3.1 Functional Testing. Prior to passing final inspection, the *registered design professional* or approved agency shall provide evidence that the lighting control systems have been tested to ensure that control hardware and software are calibrated, adjusted, programmed, and in proper working condition in accordance with the *construction documents* and manufacturer's instructions. Functional testing shall be in accordance with Sections C408.3.1.1 through C408.3.1.3 for the applicable control type.

Sec. 22-63 International Swimming Pool and Spa Code Adopted.

The International Swimming Pool and Spa Code, 2018 Edition as published by the International Code Council, Inc., is hereby adopted by reference. Unless deleted, amended, expanded or otherwise changed herein, all provisions of such Code shall be fully applicable and binding; providing for the issuance of permits and the collection of fees thereof.

Sec. 22-64 Amendments to the 2018 International Swimming Pool and Spa Code.

1. ***Section 101.1; Insert City of Bedford, Texas***

2. *****Section 102.9; Change to read as follows:***

   Section 102.9 Other laws. The provisions of this code shall not be deemed to nullify any provisions of local, state or federal law, to include but not limited to:

   (1) **Texas Department of State Health Services (TDSHS); *Standards for Public Pools and Spas;* §285.181 through §285.208. (TDSHS rules do not apply to pools serving one- and two family dwellings or townhouses).**

   (2) ***Texas Department of Licensing and Regulation (TDLR): 2012 Texas Accessibility Standards (TAS)*, TAS provide the scoping and technical requirements for accessibility for Swimming Pool, wading pools and spas and shall comply with *2012 TAS, Section 242*. (TAS rules do not apply to pools serving one- and two family dwellings or townhouses).**

   Exception: Elements regulated under Texas Department of Licensing and Regulation (TDLR) and built in accordance with TDLR approved plans, including any variances or waivers granted by the TDLR, shall be deemed to be in compliance with the requirements of this Chapter.

3. *****Section 103.1; Change to read as follows:***

   Section 103.1 Creation of enforcement agency. The ~~Department of Building Safety~~ City of Bedford, Development Department, Inspections Division is hereby created and the

official in charge thereof shall be known as the *code official*. Tarrant County Public Health Department is hereby created and the official in charge thereof shall be known as the *code official* for operation and maintenance of any *public swimming pool* in accordance this code, local and state law.

4. *Section 105.6.2; insert "Appendix A Schedule of fees"*

5. *Section 105.6.3; Change to read as follows:*

   105.6.3: Fee refunds. The code official shall authorize the refunding of fees as provided for in the "Appendix A Schedule of fees"

6. *Section 107.2 is amended and shall read as follows:*

   Section 107.2 Notice of violation; citation. The code official is authorized to serve a notice of violation or order on the person responsible for the erection, installation, alteration, extension, repair, moving, removal or demolition in violation of the provisions of this code, or in violation of a detail statement or a approved construction documents thereunder, or in violation of a permit or certificate issued under the provisions of this code. Such order shall direct the discontinuance of the illegal action or condition and the abatement of the violation. The code official is authorized to issue citations alleging violations of this code for prosecution in the Municipal Court. Notice under this section is not a prerequisite to prosecution of violations of this code

7. *Section 107.3 is deleted in its entirety.*

8. *Section 107.4; Change to read as follows:*

   107.4: Violation Penalties. Any person violating or failing to comply with any provision or requirement of this article shall be subject to the penalties provided for in Article I, Chapter 22 of the code of ordinances.

9. *Section 107.5. Stop Worker Orders; Change to read as follows:*

   Section 107.5*: Upon notice from the code official....(text unchanged)....shall be liable for a fine of not less than* a re-inspection fee established by the Appendix of Fees schedule.

10. *Section 108; delete entire section and insert the following:*

    Section 108. Means of Appeal. Any person shall have the right to appeal a decision of the code official to the board of appeals established by ordinance. The board shall be governed by the enabling ordinance.

11. ***Section 202; DEFINITIONS; insert definition; change to read as follows:*

    Tarrant County Public Health Department regulates the operation of public pools. Routine inspections on pools and spas open to the public are conducted to document compliance with the standards set forth in State law.

12. ****Section 305; Change to read as follows:*

    305.1 General
    The provisions of this section shall apply to the design of barriers for restricting entry into areas having pools and spas. In one-and two-family dwellings and townhouses, where spas or hot tubs are equipped with a lockable safety cover complying with ASTM F1346 and swimming pools are equipped with a powered safety cover that complies with ASTM F1346, the areas where those spas, hot tubs or pools are located shall not be required to comply with Sections 305.2 through 305.7.

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13. ***Section 305.2; Change to read as follows:***

Outdoor swimming pools and spas. Outdoor pools and spas and indoor swimming pools shall be surrounded by a barrier that complies with Sections 305.2.1 through 305.7 and in accordance with the Texas Administrative Code, Texas Health and Safety Code 757 for public pools.

14. ***** Add subsection 305.2.7.1; to read as follows:***

305.2.7.1 Chain link fencing prohibited. Chain link fencing is not permitted as a barrier in public pools built after January 1, 1994.

13. ***Section 305.4 structure wall as a barrier; Changes as follows:***

305.4 Structure wall as a barrier. Where a wall ~~of a dwelling or structure~~ of a one and two family dwelling or townhouse or its accessory structure serves as part of a barrier and where doors or windows provide direct access to the pool or spa through that wall, one of the following shall be required:

(1) Remainder Unchanged

(2) Remainder Unchanged

(3) Remainder Unchanged

The wall of a building with windows in accordance with *2018 International Building Code, Section 1030* in Group R2 occupancies shall not be used as part of pool enclosure. Other windows that are part of a pool yard enclosure shall be permanently closed and unable to be opened for public pools.

15. ***Section 305.6; Change to read as follows:***

305.6 Natural barriers used in a one and two family dwelling or townhouse. In the case where the pool or spa area abuts the edge of a lake or other natural body of water, public access is not permitted or allowed along the shoreline, and required barriers extend to and beyond the water's edge a minimum of eighteen (18) inches, a barrier is not required between the natural body of water shoreline and the pool or spa.

16. ***Section 307.1.4 Accessibility; Add exception to Section to 307.1.4 as follows:***

Exception: Components of projects regulated by and registered with Architectural Barriers Division of Texas Department of Licensing and Regulation shall be deemed to be in compliance with the requirements of this chapter.

17. ***Section 310; Change to read as follows:***

310.1 General. Suction entrapment avoidance for pools and spas shall be provided in accordance with APSP 7 or for public swimming pools in accordance with State of Texas Rules for Public Swimming Pools and Spas, Title 25 TAC Chapter 265 Subchapter L, Rule §265.190.

[Remainder unchanged]

18. ***Section 313.7; Change to read as follows:***

313.7 Emergency shutoff switch for spas and hot tubs. ~~An emergency shutoff switch shall be provided to disconnect all power to recirculation and jet system pumps and air blowers. Emergency shutoff switches shall be: provided with access; located within sight of pools and spas and located not less than 5 feet (5') horizontally from the inside walls of the pool or spa.~~ A clearly labeled emergency shutoff or control switch for the purpose of stopping the motor(s) that provide power to the recirculation system and jet

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system shall be installed at a point readily accessible to the users and not less than 1.5 m (5 ft.) away, adjacent to, and within sight of the spa or hot tub. This requirement shall not apply to one and two family dwellings and townhouses.

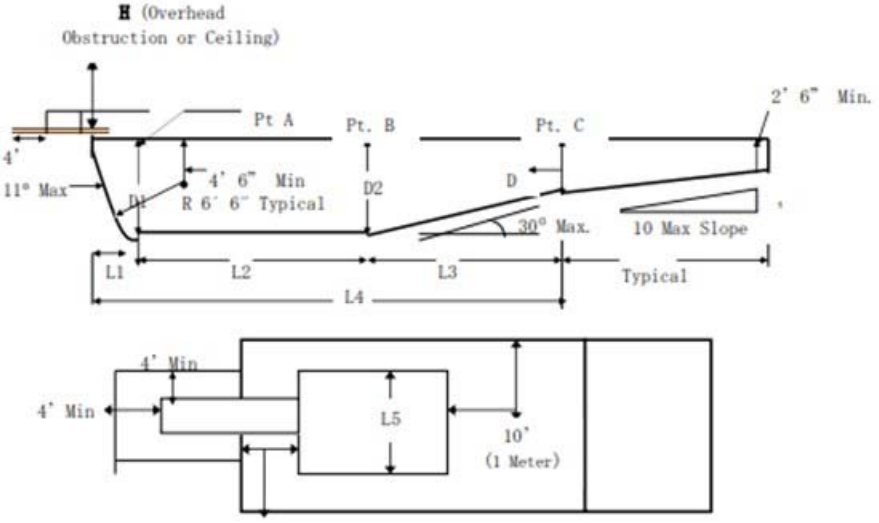
~~**Exception: Onground storable and permanent inground residential swimming pools.**~~

19. ** ***Section 402.12; Change to read as follows:***

402.12 **Water envelopes. The minimum diving water envelopes shall be in accordance with ~~Table 402.12~~ Texas department of State Health services, Administrative Code Title 25, Chapter 265, Section 186 (e) and Figure: 25 TAC 256.186 (e) (6). (Delete Table 402.12 and Figure 402.12)**

ADD: Figure: 25 TAC §265.186 (e) (6)

Maximum Diving Board Height Over Water	¾ Meter	1 Meter	3 Meters
Max. Diving Board Length	12 ft.	16 ft.	16 ft.
Minimum Diving Board Overhang	2 ft. 6 in.	5 ft.	5 ft.
D1 Minimum	8 ft. 6 in.	11 ft. 2 in.	12 ft. 2 in.
D2 Minimum	9 ft.	10 ft. 10 in.	11 ft. 10 in.
D3 Minimum	4 ft.	6 ft.	6 ft.
L1 Minimum	4 ft.	5 ft.	5 ft.
L2 Minimum	12 ft.	16 ft. 5 in.	19 ft. 9 in.
L3 Minimum	14 ft. 10 in.	13 ft. 2 in.	13 ft. 11 in.
L4 Minimum	30 ft. 10 in.	34 ft. 7 in.	38 ft. 8 in.
L5 Minimum	8 ft.	10 ft.	13 ft.
H Minimum	16 ft.	16 ft.	16 ft.
From Plummet to Pool Wall at Side	9 ft.	10 ft.	11 ft. 6 in.
From Plummet to Adjacent Plummet	10 ft.	10 ft.	10 ft.



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*20. **Section 402.13; Change to read as follows:*

402.12 Ladders for diving equipment. Ladders shall be provided with two grab rails or two handrails. There shall be a uniform distance between ladder treads, with a 7 inch (178 mm minimum) distance and 12 inch (305 mm) maximum distance. Supports, platforms, steps, and ladders for diving equipment shall be designed to carry the anticipated loads. Steps and ladders shall be of corrosion-resistant material, easily cleanable and with slip-resistant tread;

~~Exception: The distance between treads for the top and bottom riser can vary.~~

*21. **Section 411.2.1 & 411.2.2; Change to read as follows:*

411.2.1 Tread dimensions and area. Treads shall have a minimum unobstructed horizontal depth (i.e., horizontal run) of 12 inches and a minimum width of 20 inches. ~~not be less than 24 inches (607mm) at the leading edge. Treads shall have an unobstructed surface area of not less than 240 square inches (154838mm2) and an unobstructed horizontal depth of not less than10 inches (254 mm) at the center line.~~

411.2.2 Risers. Risers for steps shall have a maximum uniform height of 10 inches, with the bottom riser height allowed to taper to zero ~~except for the bottom riser, shall have a uniform height of not greater than 12 inches (305 mm) measured at the center line. The bottom riser height is allowed to vary to the floor.~~

*22. **Section 411.5.1 & 411.5.2; Change to read as follows:*

411.5.1 Swimouts. Swimouts, located in either the deep or shallow area of a pool, shall comply with all of the following:

(1) Unchanged

(2) Unchanged

(3) Unchanged

(4) The leading edge shall be visibly set apart and provided with a horizontal solid or broken stripe at least 1 inch wide on the top surface along the front leading edge of each step. This stripe shall be plainly visible to persons on the pool deck. The stripe shall be a contrasting color to the background on which it is applied, and the color shall be permanent in nature and shall be a slip-resistant surface

411.5.2 Underwater seats and benches. Underwater seats and benches, whether used alone or in conjunction with pool stairs, shall comply with all of the following:

(1) Unchanged

(2) Unchanged

(3) Unchanged

(4) Unchanged

(5) The leading edge shall be visually set apart and provided with a horizontal solid or broken stripe at least 1 inch wide on the top surface along the front leading edge of each step. This stripe shall be

(6) plainly visible to persons on the pool deck. The stripe shall be a contrasting color to the background on which it is applied, and the color shall be permanent in nature and shall be a slip-resistant surface.

(7) Unchanged

(8) Unchanged

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23. ***Section 603.2; Change to read as follows:***

603.2 ~~Class D-2 pools. Where a Class D-2 pool has a bather-accessible depth greater than 4 1/2 feet (1372 mm), the floor shall have a distinctive marking at the 4 1/2 feet (1372 mm) water depth.~~

Class A and B pools: Class A and B pools over 5 feet deep: the transition point of the pool from the shallow area to the deep area of the pool shall be visually set apart with a 4-inch minimum width row of floor tile, a painted line, or similar means using a color contrasting with the bottom; and a rope and float line shall be provided between 1 foot and 2 feet on the shallow side of the 5-foot depth along and parallel to this depth from one side of the pool to the other side. The floats shall be spaced at not greater than 7-foot intervals; and the floats shall be secured so they will not slide or bunch up. The stretched float line shall be of sufficient size and strength to offer a good handhold and support loads normally imposed by users. If the owner or operator ofthe pool knows or should have known in the exercise of ordinary care that a rope or float is missing, broken, or defective, the problem shall be promptly remedied.

24. ***Section 610.5.1; Change to read:***

610.5.1 Uniform height of ~~9~~ 10 inches. Except for the bottom riser, risers at the centerline shall have a maximum uniform height of ~~9~~ 10 inches (~~229~~ 254 mm). The bottom riser height shall be permitted to vary from the other risers.

25. ****Section 804 Diving Water Envelopes; Change to read as follows:***

Section 804.1 General. The minimum diving water envelopes shall be in accordance with Table 804.1 and Figure 804.1, or the manufacturer's specifications, whichever is greater. Negative construction tolerances shall not be applied to the dimensions of the minimum diving water envelopes given in Table 804.1.

Sec. 22-65 Penalty

(a) Any person violating or failing to comply with any provision or requirement of this article shall, upon conviction thereof, be fined in an amount not to exceed $2,000.00. A separate offense shall be deemed committed upon each day during or on which a violation or failure to comply occurs or continues to occur.

(b) Notwithstanding the foregoing, any violation of any provision of this article that constitutes an immediate danger or threat to the health, safety and welfare of the public may be enjoined in a suit brought by the city for such purpose.

(c) In addition to any other remedies or penalties contained herein, the city may enforce the provisions of this article pursuant to the applicable provisions of Local Government Code Chapter 54, which provides for the enforcement of municipal ordinances.

SECTION 3. SEVERABILITY CLAUSE. That it is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses and phrases of this ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this ordinance shall be declared invalid or unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such invalidity or unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this ordinance, since the same would have been enacted by the City Council without the incorporation in this ordinance of any such invalid or unconstitutional phrase, clause, sentence, paragraph or section.

SECTION 4. REPEALING CLAUSE. That all ordinances or any parts thereof in conflict with the terms of this ordinance shall be and hereby are deemed repealed and of no force or

ORDINANCE NO. 19-3255

effect; provided, however, that the ordinance or ordinances under which the cases currently filed and pending in the Municipal Court of the City of Bedford, Texas, shall be deemed repealed only when all such cases filed and pending under such ordinance or ordinances have been disposed of by a final conviction or a finding not guilty or nolo contendere, or dismissal.

SECTION 5. SAVING CLAUSE. That the Code of Ordinances, City of Bedford, Texas, as amended, shall remain in full force and effect, save and except as amended by this ordinance.

SECTION 6. EFFECTIVE DATE. That this ordinance shall be in full force and effect from and after its passage and publication as provided by the Bedford City Charter and the laws of the State of Texas.

PRESENTED AND PASSED this 28th day of May 2019, by a vote of 7 ayes, 0 nays and 0 abstentions, at a regular meeting of the City Council of the City of Bedford, Texas.

_____
Jim Griffin, Mayor

ATTEST:

_____
Michael Wells, City Secretary

APPROVED AS TO FORM:

_____
Stan Lowry, City Attorney

APPENDIX E

LETTER TO REGION C
WATER PLANNING GROUP

CITY OF BEDFORD TEXAS

May 1, 2019

Ms. Jody Puckett
Chair, Region C Water Planning Group
North Texas Municipal Water District
P.O. Box 2408
Wylie, TX 75098-2406

Dear Ms. Puckett:

Enclosed you will find a copy of the City of Bedford Water Conservation and Drought Contingency Plans. These plans are submitted to the Region C Water Planning Group, in accordance with the Texas Water Development Board and Texas Commission on Environmental Quality Rules. The attached plan will be presented to the City of Bedford City Council on May 14, 2019.

Sincerely,

Kenneth Overstreet, Public Works Director
City of Bedford
(817) 952 - 2200

1813 Reliance Parkway – Bedford, Texas 76021 – (817) 952-2200 – www.bedfordtx.gov
We are an Equal Opportunity / Affirmative Action Employer

APPENDIX F

~~ORDINANCE NO. 09-2925~~

ADOPTION OF WATER CONSERVATION PLAN

ORDINANCE NO. 09-2925

AMENDMENT NO 11-3004

AMENDMENT NO 14-3100

ORDINANCE NO. 09-2925

AN ORDINANCE AMENDING CHAPTER 118 "UTILITIES", ARTICLE IV "RESTRICTIONS ON OUTDOOR USE OF WATER" OF THE CITY OF BEDFORD CODE OF ORDINANCES, AS AMENDED IN ITS ENTIRETY BY THE ADOPTION OF THE REVISED WATER RESOURCE MANAGEMENT ORDINANCE TO PROMOTE RESPONSIBLE USE OF WATER; PROVIDING FOR A FINE OF UP TO $500 FOR EACH OFFENSE IN VIOLATION OF THE ORDINANCE AND/OR DISCONNECTION OF WATER SERVICE FOR NONCOMPLIANCE WITH THE PROVISIONS OF THE WATER RESOURCE MANAGEMENT ORDINANCE; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND DECLARING AN EFFECTIVE DATE.

WHEREAS, the City of Bedford, Texas (the "City"), recognizes that the amount of water available to its water customers is limited; and,

WHEREAS, the City recognizes that due to natural limitations, drought conditions, system failures and other acts of God which may occur, the City cannot guarantee an uninterrupted water supply for all purposes at all times; and,

WHEREAS, the Water Code and the regulations of the Texas Commission on Environmental Quality (the "Commission") require that the City adopt a Drought Contingency Plan and a Water Conservation Plan; and,

WHEREAS, the City has determined an urgent need in the best interest of the public to adopt a Drought Contingency Plan and Water Conservation Plan; and,

WHEREAS, pursuant to Chapter 54 of the Local Government Code, the City is authorized to adopt such Ordinances necessary to preserve and conserve its water resources.

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

SECTION 1. That all matters stated hereinabove are found to be true and correct and are incorporated herein by reference.

SECTION 2. That the City of Bedford Code of Ordinances Chapter 118 "Utilities", Article IV "Restrictions on Outdoor Use of Water", is hereby amended in its entirety to read as follows:

ARTICLE IV. WATER RESOURCE MANAGEMENT

DIVISION 1. GENERAL PROVISIONS

Section 118-111. Definitions

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning. When not inconsistent with the context, words used in the present tense include the future, words in the plural number include the singular number, and words in the singular number include the plural number. The word "shall" is always mandatory and not merely directory.

City is the City of Bedford.

Person is any person, firm, partnership, association, corporation, company, or organization of any kind.

TCWSP is the Tarrant County Water Supply Project.

TRA is the Trinity River Authority.

TRWD is the Tarrant Regional Water District.

Water is water from the City water system.

Section 118-112. Application of Regulations

The provisions of this article shall apply to all persons using water from the water system of the city. The provisions of this article shall not apply to those functions necessary for the public health, safety and welfare, such as emergency fire protection.

Section 118-113. General Restrictions on Water Use

(a) All new irrigation systems must be in compliance with ordinances 08-2912 and 08-2913 of the City Code of Ordinances, as the same may be from time to time amended, including but not limited to system design and installation requirements and the prohibition of irrigation systems that spray directly onto impervious surfaces or other non-irrigated areas.

(b) Except for hand watering and the use of soaker hoses, it shall be unlawful for any person to irrigate, water, or cause or permit the irrigation or watering of any lawn or landscape located on premises owned, leased, or managed by that person between the hours of 10:00 a.m. and 6:00 p.m. It is an affirmative defense to prosecution that the irrigation or watering of any lawn or landscape during the prohibited time was done for the purpose of establishing hydromulch, grass sod, grass seed; dust control for sport fields; or for the maintenance, repair, or testing of an irrigation system. The escape of water through defective plumbing, which shall mean the knowing permission for defective plumbing to remain out of repair, is hereby prohibited.

DIVISION 2. DROUGHT CONTINGENCY PLAN

Section 118-114. Emergency Water Restrictions

(a) Purpose and scope. The purpose of this section is to establish the city's policy in the event of shortages or delivery limitations in the city's water supply and to establish water restrictions to be enforced in case of drought or emergency conditions.

(b) Drought contingency plan. The drought contingency plan, as the same may be from time to time amended, is attached hereto as Exhibit A and is incorporated herein by reference.

(c) Authority. The City Manager or official designee is authorized to implement measures prescribed when required by this section and by the drought contingency plan approved by the city council. The Public Works Director is authorized to enforce the measures implemented and to promulgate regulations, not in conflict with this section or state and federal laws, in aid of enforcement.

(d) Initiation of plan stages. When a trigger condition has been reached, the city will notify the public through publication of articles in the Fort Worth Star Telegram and announcements on local radio and television. Signs will also be posted at public places throughout the city such as the library, post office, city hall, etc. Notices will also be posted on the city website.

(e) Duration of stage; change. A stage will remain in effect until the conditions that triggered initiation of the stage have been eliminated. If the stage is initiated because of excessive demands, all initiated actions will remain in effect through September 30 of the year in which they were triggered unless the City Manager or official designee determines that conditions exist that will allow termination of the stage before September 30. Upon recommendation of the Public Works Director, the City Manager or official designee may terminate, upgrade or downgrade the stage. Any such change must be made in the same manner prescribed in subsection (d).

DIVISION 3. WATER CONSERVATION PLAN

Section 118-115 Adoption of Water Conservation Plan

(a) Purpose and scope. The purpose of this section is to establish the city's policy on water conservation measures.

(b) Water conservation plan. The water conservation plan, as the same may be from time to time amended, is attached hereto as Exhibit B and is incorporated herein by reference.

(c) Authority. The City Manager or official designee is authorized to implement measures prescribed when required by this section and by the water conservation plan approved by the city council. The Public Works Director is authorized to enforce the measures implemented and to promulgate regulations, not in conflict with this section or state and federal laws, in aid of enforcement.

DIVISION 4. RAIN AND FREEZE SENSORS

Section 118-116. Irrigation System Rain and Freeze Sensors.

(a) Any irrigation system installed within the City on or after August 1, 2008 must be equipped with rain and freeze sensors.

(b) Any irrigation system installed before August 1, 2008 may not be operated after August 1, 2010 without being equipped with rain and freeze sensors. This requirement does not apply to a single family residential or duplex property, or an individual metered townhome or condominium unit.

(c) It shall be unlawful for any person to knowingly install, or cause or permit the installation of an irrigation system that does not comply with this section.

(d) It shall be unlawful for any person on premises owned, leased, or managed by that person to knowingly or recklessly operate, or cause or permit the operation of an irrigation system that does not comply with this section.

(e) It shall be unlawful for any person to operate an irrigation system with broken or missing heads after receiving notification from the building official and such representative as they may designate.

(f) It shall be unlawful for any person to operate an irrigation system which causes significant runoff.

DIVISION 5. ENFORCEMENT

Section 118-117. Criminal responsibility.

A person commits an offense of inappropriate use of water by any of the following actions:

(a) A person may not knowingly make, cause or permit a use of an irrigation system contrary to the requirements of this article.

(b) A person may not knowingly make, cause or permit a use of water contrary to the measures implemented by the city manager or official designee as prescribed in the water conservation plan.

(c) A person may not knowingly make, cause or permit a use of water contrary to the measures implemented by the city manager or official designee as prescribed in the drought contingency plan. It is presumed that a person has knowingly made, caused or permitted a use of water contrary to the measures implemented if the mandatory measures have been formally ordered consistent with the terms of section 118-114(d) and:

(1) The manner of use has been prohibited by the drought contingency plan;

(2) The amount of water used exceeds that allowed by the drought contingency plan; or

(3) The manner or amount used violates the terms and conditions of a compliance agreement made pursuant to a variance granted by the Public Works Director pursuant to section 118-118.

Section 118-118. Variances.

Variances will be considered only under extreme circumstances for health or public safety reasons. The City Manager or official designee will be responsible for making this determination.

Sections 118-117—118-145 Reserved.

SECTION 2. That any person violating any of the provisions of this ordinance shall be deemed guilty of a misdemeanor and upon conviction thereof shall be fined up to $500.00 and/or discontinuance of water service by the City. A separate offense shall be deemed committed upon each day during or on which a violation occurs or continues.

SECTION 3. That all ordinances or any parts thereof in conflict with the terms of this ordinance shall be and hereby are deemed repealed and of no force or effect; provided, however, that the ordinance or ordinances under which the cases currently filed and pending in the Municipal Court of the City of Bedford, Texas, shall be deemed repealed only when all such cases filed and pending under such ordinance or ordinances have been disposed of by a final conviction or a finding not guilty or nolo contendere, or dismissal.

SECTION 4. That if any section, article, paragraph, sentence, clause, phrase or word in this ordinance, or application thereto any person or circumstance is held invalid or unconstitutional by a Court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this ordinance; and the City Council hereby declares it would have passed such remaining portions of the ordinance despite such invalidity, which remaining portions shall remain in full force and effect.

SECTION 5. That this ordinance shall be in full force and effect after its passage and publication as required by law, and it is so ordained.

PRESENTED AND PASSED on this 14th day of April 2009, by a vote of 7 ayes, 0 nays and 0 abstentions, at a regular meeting of the City Council of the City of Bedford, Texas.

_____
Jim Story, Mayor

ATTEST:

_____
Shanae Jennings, City Secretary

APPROVED AS TO FORM:

_____
Stan Lowry, City Attorney

ORDINANCE NO. 11-3004

AN ORDINANCE AMENDING CHAPTER 118 "UTILITIES", ARTICLE IV "WATER RESOURCE MANAGEMENT ORDINANCE" OF THE CITY OF BEDFORD CODE OF ORDINANCES, AS AMENDED BY THE REVISION OF DIVISION 3 SECTION 118-115(b) AND THE REFERENCED EXHIBIT B; PROVIDING FOR A FINE SET AT THE MAXIMUM AMOUNT ALLOWED BY LAW FOR EACH OFFENSE IN VIOLATION OF THE ORDINANCE AND/OR DISCONNECTION OF WATER SERVICE FOR NONCOMPLIANCE WITH THE PROVISIONS OF THE WATER RESOURCE MANAGEMENT ORDINANCE; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND DECLARING AN EFFECTIVE DATE.

WHEREAS, the City of Bedford, Texas (the "City"), recognizes the importance of continually updating the Water Conservation Plan to meet current conditions; and,

WHEREAS, the Water Code and the regulations of the Texas Commission on Environmental Quality (the "Commission") require that the City adopt a Drought Contingency Plan and a Water Conservation Plan; and,

WHEREAS, the City has determined an urgent need in the best interest of the public to adopt a Drought Contingency Plan and Water Conservation Plan; and,

WHEREAS, pursuant to Chapter 54 of the Local Government Code, the City is authorized to adopt such Ordinances necessary to preserve and conserve its water resources.

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

SECTION 1. That all matters stated hereinabove are found to be true and correct and are incorporated herein by reference.

SECTION 2. That the City of Bedford Code of Ordinances Chapter 118 "Utilities", Article IV "Water Resource Management Ordinance", Division 3 Section 118-115(b) and the referenced Exhibit B, is hereby amended to read as follows:

DIVISION 3. WATER CONSERVATION PLAN

Section 118-115 Adoption of Water Conservation Plan

(a) Purpose and scope. The purpose of this section is to establish the city's policy on water conservation measures.

(b) Water conservation plan. The water conservation plan, as the same may be from time to time amended, is attached hereto as Exhibit B and is incorporated herein by reference.

(c) Authority. The City Manager or official designee is authorized to implement measures prescribed when required by this section and by the water conservation plan approved by the city council. The Public Works Director is authorized to enforce the measures implemented and to promulgate regulations, not in conflict with this section or state and federal laws, in aid of enforcement.

SECTION 3. That any person violating any of the provisions of this ordinance shall be deemed guilty of a misdemeanor and upon conviction thereof shall be fined the maximum amount allowed by law and/or discontinuance of water service by the City. A separate offense shall be deemed committed upon each day during or on which a violation occurs or continues.

SECTION 4. That all ordinances or any parts thereof in conflict with the terms of this ordinance shall be and hereby are deemed repealed and of no force or effect; provided, however, that the ordinance or ordinances under which the cases currently filed

ORDINANCE NO. 11-3004

and pending in the Municipal Court of the City of Bedford, Texas, shall be deemed repealed only when all such cases filed and pending under such ordinance or ordinances have been disposed of by a final conviction or a finding not guilty or nolo contendere, or dismissal.

SECTION 5. That if any section, article, paragraph, sentence, clause, phrase or word in this ordinance, or application thereto any person or circumstance is held invalid or unconstitutional by a Court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this ordinance; and the City Council hereby declares it would have passed such remaining portions of the ordinance despite such invalidity, which remaining portions shall remain in full force and effect.

SECTION 6. That this ordinance shall be in full force and effect after its passage and publication as required by law, and it is so ordained.

PRESENTED AND PASSED on this 26th day of July 2011, by a vote of 7 ayes, 0 nays and 0 abstentions, at a regular meeting of the City Council of the City of Bedford, Texas.

_____
Jim Story, Mayor

ATTEST:

_____
Michael Wells, City Secretary

APPROVED AS TO FORM:

_____
Stan Lowry, City Attorney

ORDINANCE NO. 14-3100

AN ORDINANCE AMENDING CHAPTER 118 "UTILITIES," ARTICLE IV "WATER RESOURCE MANAGEMENT," DIVISION 2, SECTION 118-114(B) "DROUGHT CONTINGENCY PLAN" TO ADOPT THE CURRENT PLAN, AS ATTACHED HERETO AS EXHIBIT A AND IS INCORPORATED HEREIN BY REFERENCE TO THE CITY OF BEDFORD CODE OF ORDINANCES, AND AMENDING CHAPTER 118 "UTILITIES," ARTICLE IV "WATER RESOURCE MANAGEMENT," DIVISION 3, SECTION 118-115(B) "WATER CONSERVATION PLAN" TO ADOPT THE CURRENT PLAN, AS ATTACHED HERETO AS EXHIBIT B AND IS INCORPORATED HEREIN BY REFERENCE TO THE CITY OF BEDFORD CODE OF ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY CLAUSE; AND DECLARING AN EFFECTIVE DATE.

WHEREAS, the City Council of Bedford, Texas (the City) recognizes that a Drought Contingency Plan and Water Conservation Plan are necessary for the health and safety of its citizens due to drought conditions that may directly affect the City's ability to supply potable water; and,

WHEREAS, the Water Code and the regulation of the Texas Commission on Environmental Quality requires that the City adopt a Drought Contingency Plan and Water Conservation Plan; and,

WHEREAS, the City has determined an urgent need in the best interest of the public to adopt a Drought Contingency Plan and Water Contingency Plan; and,

WHEREAS, pursuant to Chapter 54 of the Local Government Code, the City is authorized to adopt such Ordinances as necessary to preserve and conserve its water resources.

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

SECTION 1. That the findings above are found to be true and correct, and are incorporated herein.

SECTION 2. That the City of Bedford Code of Ordinances Chapter 118, "UTILITIES," Article IV "WATER RESOURCE MANAGEMENT," Division 2, Section 118-114(b) "Drought Contingency Plan" is amended, as attached hereto as Exhibit A and is incorporated herein by reference to the City of Bedford Code of Ordinances.

SECTION 3. That the City of Bedford Code of Ordinances Chapter 118, "UTILITIES," Article IV "WATER RESOURCE MANAGEMENT," Division 3, Section 118-115(b) "Water Conservation Plan" to amended, as attached hereto as Exhibit B and is incorporated herein by reference to the City of Bedford Code of Ordinances.

SECTION 4. That any person violating any of the provisions of this ordinance shall be deemed guilty of a misdemeanor, and upon conviction thereof, shall be fined the maximum amount allowed by law and/or discontinuance of water service by the City. A separate offense shall be deemed committed upon each day during or on which a violation occurs or continues.

SECTION 5. That if any section, article, paragraph, sentence, clause, phrase or word in this ordinance, or application thereto to any person or circumstance, is held invalid or unconstitutional by a Court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of the Ordinance; and the City Council hereby declares it would have passed such remaining portion of the Ordinance despite such invalidity, which remaining portions shall remain in full force and effect.

SECTION 6. That this ordinance shall become effective from and after its passage and publication as required by law.

ORDINANCE NO. 14-3100

PRESENTED AND PASSED this 26th day of August, 2014, by a vote of 7 ayes, 0 nays, and 0 abstentions, at a regular meeting of the City Council of the City of Bedford, Texas.

_____
Jim Griffin, Mayor

ATTEST:

_____
Michael Wells, City Secretary

APPROVED AS TO FORM:

_____
Stan Lowry City Attorney

APPENDIX G

~~ORDINANCE NO. 05-2812~~

ILLEGAL WATER CONNECTIONS AND THEFT OF WATER

ORDINANCE NO. 05-2812

ORDINANCE NO. 05-2812

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BEDFORD, TEXAS, PERTAINING TO ILLEGAL WATER CONNECTIONS AND/OR THE THEFT OF WATER FROM THE WATER SUPPLY OF THE CITY OF BEDFORD; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY; AUTHORIZING PUBLICATION; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, The City of Bedford recognizes that the amount of water available to its water customers is limited; and

WHEREAS, pursuant to Chapter 54 of the Local Government Code, the City of Bedford is authorized to adopt such policies necessary to preserve and conserve available water supplies; and

WHEREAS, the City of Bedford seeks to minimize water losses to its supply of water from illegal connections and theft through the adoption of an ordinance pertaining to illegal water connections and theft of water.

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

Section 1: THAT, the above findings are hereby found to be true and correct and are incorporated herein in their entirety.

Section 2: A person commits an offense of theft of water by any of the following actions:

(a) A person may not knowingly tamper, connect to, or alter any component of the City's water system including valves, meters, meter boxes, meter box lids, hydrants, lines, pump stations, ground storage tanks, and elevated storage tanks. This shall include diect or indirect efforts to initiaite or restore water service without the approval of the City.

(b) If, without the written consent of the City Manager or the City Manager's designee, the person knowlingly causes, suffers or allows the initiation or restoration of water sevice to the property after termination of services(s). For purposes of this section, it shall be asumed that the owner, occupant, or person in control of the property caused, suffered, or allowed the unlawful initiation or restoration of services(s).

(c) A person may not knowlingly make or cause a false report to be made to the City of a reading of a water meter installed for metered billing.

(d) A person commits a separate offense each day that the person performs an act prohibited by this section or fails to perform an act required by this section.

Section 3: THAT, any person, firm or corporation violating any provision of this article shall be deemed guilty of a Class C misdeameanor and shall, upon final conviction thereof, be fined in an amount not to exceed $2,000.00 (Two Thousand Dollars) and any subsequent offense shall be a minimum of $500. and not to exceed $2,000. and/or discontinuance of water service by the City.

Section 4: THAT, if any section, paragraph, clause or provision of this Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or

unenforceability of such section, paragraph, clause or provision shall not effect any of the remaining provisions of this Ordinance.

Section 5: THAT, the City Secretary is hereby authorized and directed to cause publication of the descriptive caption and penalty clause of this Ordinance as an alternative method of publication provided by law.

Section 7: THAT, this Ordinance shall become effective upon its adoption and publication provided by law.

PASSED AND APPROVED this 8th day of November, 2005, by a vote of 6 ayes, 0 nays and 0 abstentions, at a regular meeting of the City Council of the City of Bedford, Texas.

_____
Jim Story, Mayor

ATTEST:

_____
Rita Frick, City Secretary

APPROVED AS TO FORM:

_____
Stan Lowry, City Attorney

AGENDA

City of Bedford
Water Conservation and Drought Contingency Plans

Public Works
Environmental Specialist
Paul Rosalez

Water Conservation and Drought Contingency Plans

The City of Bedford plans are modeled after the Tarrant Regional Water District (TRWD) and Trinity River Authority (TRA) Water Conservation and Drought Contingency Plans

These plans include all of the elements required by the Texas Commission on Environmental Quality (TCEQ). Copies of this plan are sent to TCEQ and the Texas Water Development Board (TWDB) for review

TCEQ Definitions:

Water Conservation Plan

- "…a strategy or combination of strategies for reducing the volume of water withdrawn from a water supply source, for reducing the loss or waste water, for maintaining or improving the efficiency in the use of water, for increasing the recycling of water, and for preventing the pollution of water"

TCEQ Definitions:

Drought Contingency Plan

- Title 30 Texas Administrative Code Chapter 288, Subchapter B
- "…a strategy or combination of strategies for temporary supply and demand management responses to temporary and potentially recurring water supply shortages and other water supply emergencies"

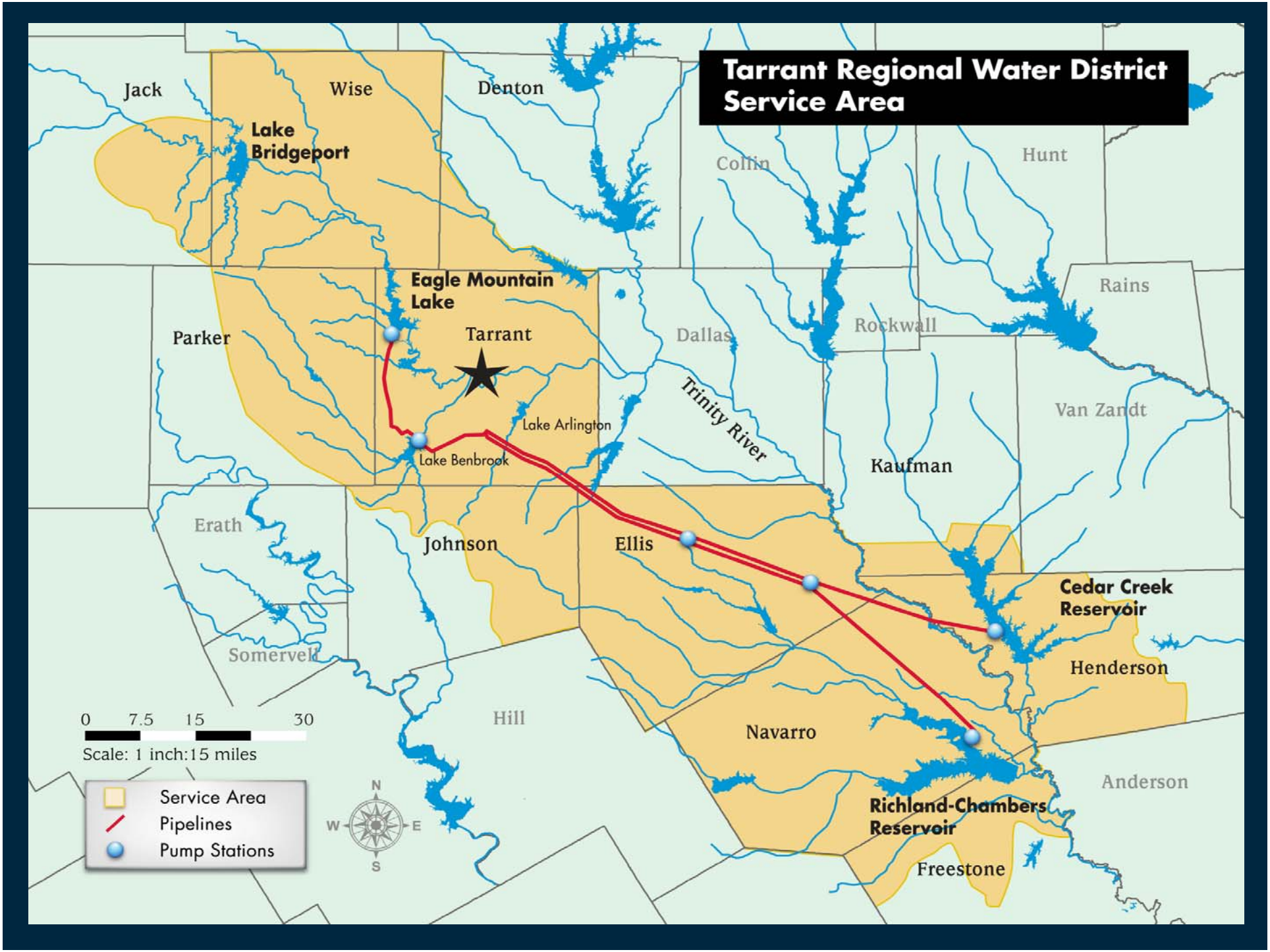
Water Source and Wholesaler

- Four reservoirs are used to supply water to approximately 98% of Tarrant County residents and businesses. TRWD operates at a system capacity of 87 million gallons a day (MGD)

- TRWD's primary customers include Fort Worth, Arlington, Mansfield and TRA

TRA Water Supply

- Services the cities of Bedford, Colleyville and Euless, along with portions of Grapevine and North Richland Hills
- The City of Bedford receives approximately 90% of its water from TRA
- Bedford has two Ground Water Wells that supply 10% of the City drinking water


Tarrant Regional Water District Service Area
Jack
Wise
Denton
Collin
Hunt
Lake Bridgeport
Eagle Mountain Lake
Parker
Tarrant
Dallas
Rockwall
Rains
Trinity River
Van Zandt
Lake Arlington
Lake Benbrook
Kaufman
Erath
Johnson
Ellis
Cedar Creek Reservoir
Somervell
Henderson
Hill
Navarro
Anderson
Richland-Chambers Reservoir
Freestone
0 7.5 15 30
Scale: 1 inch:15 miles
Service Area
Pipelines
Pump Stations
N
W
E
S

Lake Levels

Combined storage capacity is based on water levels in four reservoirs: (May 2019)

- Lake Bridgeport 0.84’ ⬆
- Eagle Mountain Lake 5.28’ ⬆
- Cedar Creek 0.36’ ⬆
- Richland-Chambers Reservoirs 2.1’ ⬆

2019 Regional Water Plan Population Projections for 2020-2060

(Region C -Tarrant –Bedford)

- 2020 - 48,425
- 2030 - 52,345
- 2040 - 56,255
- 2050 - 60,166
- 2060 - 60,166

Three Stages of Drought

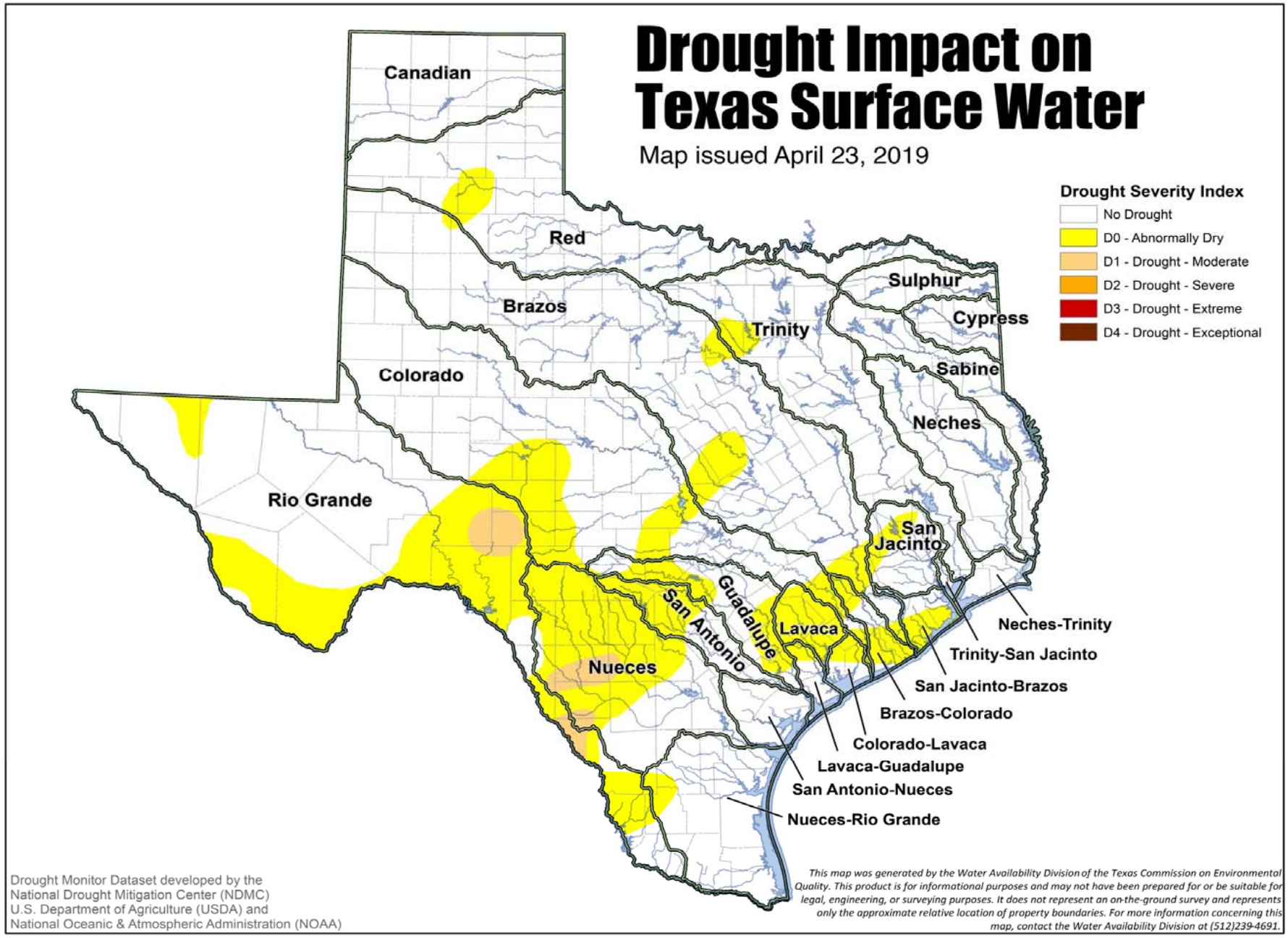
Watch	Stage 1 = twice per week
Warning	Stage 2 = once per week
Emergency	Stage 3 = no outdoor watering

- Everyday Conservation - No outdoor watering with outdoor irrigation systems between 10:00 a.m. and 6:00 p.m.

Three Stages of Drought (Cont.)

- Stage 1 - Limit outdoor watering with open hose, irrigation/sprinkler systems; watering no more than twice per week at each service address
- Stage 2 - Limit outdoor watering with open hose, irrigation/sprinkler system watering to once every seven days
- Stage 3 - Prohibit all outdoor watering with open hose, irrigation system watering

AGENDA


Drought Impact on Texas Surface Water
Map issued April 23, 2019
Drought Severity Index
No Drought
D0 - Abnormally Dry
D1 - Drought - Moderate
D2 - Drought - Severe
D3 - Drought - Extreme
D4 - Drought - Exceptional
Canadian
Red
Brazos
Trinity
Sulphur
Cypress
Sabine
Neches
Colorado
Rio Grande
San Jacinto
Guadalupe
San Antonio
Lavaca
Nueces
Neches-Trinity
Trinity-San Jacinto
San Jacinto-Brazos
Brazos-Colorado
Colorado-Lavaca
Lavaca-Guadalupe
San Antonio-Nueces
Nueces-Rio Grande
Drought Monitor Dataset developed by the
National Drought Mitigation Center (NDMC)
U.S. Department of Agriculture (USDA) and
National Oceanic & Atmospheric Administration (NOAA)
This map was generated by the Water Availability Division of the Texas Commission on Environmental Quality. This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries. For more information concerning this map, contact the Water Availability Division at (512)239-4691.

Additional Water Conservation Measures

Outreach

- Elementary School Career Day
- Block Parties
- Gardening Classes
- Earth Day Event
- 4thFest
- BluesFest

Irrigation Auditing Program

Landscape and Irrigation Classes

Landscape and Irrigation Classes

WaterWise 5th Grade Education Curriculum

Special Events

Questions?

AGENDA

Council Agenda Background

PRESENTER: Meg Jakubik, C.G.F.O., Strategic Services Manager **DATE:** 06/11/19

Council Mission Area: Demonstrate excellent customer service in an efficient manner.

ITEM:

Consider an ordinance amending the City of Bedford Code of Ordinances Appendix A – Schedule of Fees, by updating fees imposed by the City; containing a savings clause; repealing all ordinances in conflict herewith; and providing for an effective date.

City Attorney Review: N/A

SUMMARY:

Staff is recommending changes to several areas within the schedule of fees. In response to recent state legislation, the City must adjust how building permit are calculated for residential construction. Additionally, with the re-opening of the Old Bedford School, the rental fees were evaluated and updated. Finally, as discussed at the previous City Council meeting, overdue fees were added to the Library to account for the new Library of Things.

BACKGROUND:

HB 852, passed during the recent State Legislative session, modifies the calculation of residential building permits.

The Library recently began compiling a Library of Things that will start circulating this summer. This new collection needs to be reflected in the Fee Ordinance prior to circulation. Additionally, with the re-opening of the Old Bedford School, staff took the opportunity to re-evaluate the fee structure to ensure fees are appropriate and competitive. No changes are being recommended that encourage tourism uses (i.e. Business Traveler Rental and Guided Tours).

Changes being recommended by staff are listed below, with page numbers referring to the red-line ordinance.

Building Department

- Building Permit Fees (pg. 5-6) split to address commercial construction and residential construction separately. Table 1A and Table 1B apply to commercial and multi-family permits. Minimum permit fees updated to reflect actual cost of inspections.
- Table 1C and Table 1D (pgs. 6-7) added for residential permits.
- Building Plan Review and Inspection Fees, Refunds (pg. 7) updated to reflect the minimum permit fee based on actual cost of inspections.
- Miscellaneous fees (pg. 8-9) added and updated to ensure inspection costs are recovered for residential permits by type.
- Sign fees (pgs. 9-10) split into fees for permanent and temporary signs.

Library

- Added tablets and Library of Things (pg. 14) to the overdue fees table.

Old Bedford School

- Rental Fees (pg. 17) were updated to include a basic set-up and audio/visual use rather than separate fees.
- Discounts (pg. 17) were updated to mirror the Library's practice of extending a discount to

non-profits.

- **Removed the audio/visual equipment fee (pg. 17) as this cost was incorporated into the adjustment of the hourly rental fees.**
- **Removed the catering fees (pg. 18) as this cost was incorporated into the updated wedding package price.**
- **Wedding Packages (pgs. 18-19) simplified to a complete package based on the day of the week for the rental with standard services included. Most additional options were incorporated into the package price, with only two remaining.**
- **Update additional option fees (pg. 19) to reflect actual costs.**

RECOMMENDATION:

Staff recommends the following motion:

Approval of an ordinance amending the City of Bedford Code of Ordinances Appendix A – Schedule of Fees, by updating fees imposed by the City; containing a savings clause; repealing all ordinances in conflict herewith; and providing for an effective date.

FISCAL IMPACT:

Revenue impacts will be considered as part of the upcoming budget process.

ATTACHMENTS:

Ordinance
Red-line Ordinance

ORDINANCE NO. 19-

AN ORDINANCE AMENDING THE CITY OF BEDFORD CODE OF ORDINANCES APPENDIX A - SCHEDULE OF FEES, BY UPDATING FEES IMPOSED BY THE CITY; CONTAINING A SAVINGS CLAUSE; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

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

SECTION 1. **That the City of Bedford Code of Ordinances Appendix A - Schedule of Fees, is hereby amended in its entirety to read as follows:**

ADMINISTRATION

ENGINEERING

Plan Review	**$250.00 for first two reviews. $100.00 per review after the initial two reviews.**
Inspection Fee	**4%, or $250.00 minimum, of the cost of construction of the public portion of street, drainage, sidewalk, fire lanes, drive approaches, fire suppression, grease/grit traps, traffic improvements, water and/or sanitary sewer improvements in private construction projects.**

PLANNING AND ZONING

Final plat	**$100.00 + $25.00 per lot**
Final plat filing fee	**$75.00 + $3.50 for each additional mylar**
Preliminary plat	**$100.00 + $25.00 per lot**
Replat	**$100.00 + $25.00 per lot**
Replat filing fee	**$75.00 + $3.50 for each additional mylar**
Site plan	**$205.00 + 205.00 each acre over one**
Zoning application	**$205.00 + 205.00 each acre over one**
Zoning Board of Adjustment Application	**$100.00**
Variance	**$100.00**
Special Exception	**$100.00**

Special Event Permits	**$100.00 application fee plus the actual cost of city personnel up to $50.00 per hour, per employee and the actual cost of city equipment up to $75.00 per hour. Parades, runs of 5 kilometers in distance or less and marches that are six hours or less which are sponsored by the Hurst-Euless-Bedford Independent School District or non-profit groups, as recognized by the Federal or State government, will be exempt from all special event application fees and reimbursement charges.**
Yearly Mobile Food Unit Permit	**$400.00 one-time per calendar year**
	Fee Refunds: The fee is fully refundable prior to the review process beginning. Once the application review process has begun only 35 percent of the Mobile Food Unit Permit paid will be issued if the permit is withdrawn or cancelled.
One Day Only Mobile Food Unit Permit	**$100 one day only fee**
	Fee Refunds: The fee is fully refundable prior to the review process beginning. Once the application review process has begun only 35 percent of the Mobile Food Unit Permit paid will be issued if the permit is withdrawn or cancelled.
Outside Sales or Storage of Merchandise	**$100.00**
Gas Well Permit	**$10,000.00**
Annual Gas Well Inspection	**$2,500.00**

RETURNED CHECK FEE **$30.00**
Also applies to bank drafts returned as insufficient funds.

PUBLIC INFORMATION

"Cost of Public Information shall be in accordance with the guidelines adopted by the General Services Commission pursuant to Government Code Chapter 5552, subchapter F". At their discretion, city departments may waive the fee for copies of less than 11 pages.

NOTARY FEE **$5.00**

ORDINANCE NO. 19-

ANIMAL CONTROL

ADOPTION

Fee	
Cats	$65.00
Dogs (less than 50 lbs.)	$90.00
Dogs (50 – 75 lbs.)	$110.00
Dogs (over 75 lbs.)	$120.00
	or equivalent (as approved by the Police Chief)

ADOPTER REQUEST WAIVER FOR SPAY/NEUTER REQUIREMENT

Refundable Deposit (upon proof of sterilization within 30 days)	$25.00

ADOPTER REQUEST WAIVER FOR RABIES VACCINATION REQUIREMENT

Refundable Deposit (upon proof of vaccination within 30 days)	$10.00

CARCASS REMOVAL HOUSEHOLD PETS

40 pounds or less	$10.00
41 to 100 pounds	$20.00
101 pounds or over	$50.00

IMPOUNDMENT DURING CONSECUTIVE TWELVE MONTH PERIOD

First offense	$35.00 + $8.00 per day
Second Offense	$60.00 + $8.00 per day
Third Offense	$85.00 + $8.00 per day
Fourth or more Offense(s)	$110.00 + $8.00 per day

BOARDING DURING IMPOUNDMENT — $8.00 per day

DAILY RABIES QUARANTINE FEE — $120.00- flat rate.

RELINQUISHMENT OF ANIMAL

Animals suspect of rabies	$55.00
Animals for euthanasia	$40.00
Dogs and cats with documentation of current rabies vaccine	$15.00
Dogs and cats without documentation of current rabies vaccine	$30.00
All others	Reimbursement of all incurred expenses associated with the care and disposition of the relinquished animal

ORDINANCE NO. 19-

LICENSING

Surgically sterilized animal	**$5.00**
Unsterilized animal	**$15.00**
Duplicate tags	**$3.00**

PERMITS

Multi-pet	**$15.00**
Permit Eligible/Non-Domestic	**$150.00 per animal**

ORDINANCE NO. 19-

BUILDING DEPARTMENT

BUILDING PERMIT FEES

Commercial construction valuations are based on the value of the work. Table 1A and Table 1B.

Residential One and Two Family Dwellings, Remodels, and/or Renovations based on Square Feet, Table 1C, Table 1D, or Flat Rate.

TABLE 1A: COMMERCIAL BUILDING PERMIT VALUATION
Commercial and Multi-Family (new, remodel, additions, miscellaneous construction and all accessory structures) *Plan review fee required.

$1.00 to $500.00	$75.00
$501.00 to $2,000	$75.00for first $500, plus $4.77 for each additional $100, or fraction thereof, up to and including $2000.
$2,001 to $25,000	$116.60 for the first $2,000, plus $19.08 for each additional $1,000 or fraction thereof, up to and including $25,000.
$25,001 to $50,000	$551.20 for the first $25,000, plus $14.84 for each additional $1,000, or fraction thereof, up to and including $50,000.
$50,001 to $100,000	$954 for the first $50,000, plus $10.60 for each additional $1,000, or fraction thereof, up to and including $100,000.
$100,001 to $500,000	$1,590 for the first $100,000, plus $8.00 for each additional $1,000, or fraction thereof, up to and including $500,000.
$500,001 to $1,000,000	$5,194 for the first $500,000 plus $7.42 for each additional $1,000, or fraction thereof, up to and including $1,000,000.
$1,000,001 and up	$8,904 for the first $1,000,000 plus $6.36 for each additional $1,000, or fraction thereof.

TABLE 1B: COMMERCIAL AND MULTI-FAMILY BUILDING PERMIT VALUATION
(Mechanical, Electrical, Plumbing and miscellaneous systems for new, remodel, additions and all accessory structures)

$1.00 to $500.00	$75.00
$501.00 to $2,000	$75.00 for first $500, plus $3.18 for each additional $100, or fraction thereof, up to and including $2000.
$2,001 to $25,000	$95.40 for the first $2,000, plus $15.90 for each additional $1,000 or fraction thereof, up to and including $25,000.
$25,001 to $50,000	$461.10 for the first $25,000, plus $10.60 for each additional $1,000, or fraction thereof, up to and including $50,000.
$50,001 to $100,000	$726.10 for the first $50,000, plus $7.42 for each additional $1,000, or fraction thereof, up to and including $100,000.
$100,001 to $500,000	$1,097.10 for the first $100,000, plus $3.18 for each additional $1,000, or fraction thereof, up to and including $500,000.
$500,001 to $1,000,000	$2,369.10 for the first $500,000 plus $2.12 for each additional $1,000, or fraction thereof, up to and including $1,000,000.
$1,000,001 and up	$3,429.10 for the first $1,000,000 plus $1.59 for each additional $1,000, or fraction thereof.

TABLE 1C: RESIDENTIAL ONE AND TWO FAMILY DWELLINGS
(New Construction, additions and detached garages)

$1.00 per square foot

TABLE 1D: RESIDENTIAL REMODEL, ALTERATIONS AND/OR RENOVATIONS
(Including, but not limited to, storage and accessory structures).

$0.80 per square foot

Residential Mechanical (new, alterations, additions, and/or repairs)	$145.00
Residential Electrical (new, alterations, additions, and/or repairs)	$145.00
Residential Plumbing (new, alterations, additions, and/or repairs)	$145.00

ORDINANCE NO. 19-

BUILDING PLAN REVIEW AND INSPECTION FEES, REFUNDS

Minimum permit fee (Excluding temporary signs and "no fee" permits)	$75.00
Commercial and Residential plan review fee	65 percent of the computed building permit fee. Plan review fees are separate fees in addition to the permit fees.
Permit fees refund	35 percent of the computed building permit fee prior to commencement of work.
Permit fees non-refundable.	Upon commencement of work.
Inspections outside of normal business hours.	$60.00 per hour minimum $120.00, (minimum two-hour charge) or cost to City of Bedford, whichever is greater.
Re-inspection fees.	$60.00 per hour minimum or cost to City of Bedford, whichever is greater.
Inspection for which no fee is specifically indicated.	$60.00 per hour minimum or cost to City of Bedford, whichever is greater.
Additional plans or additional plan review required by changes.	$60.00 per hour
For use of outside consultants for plan checking and inspections, or both.	Actual cost

BUILDING AND STANDARDS COMMISSION

Application for appeal.	$100.00

CONTRACTOR REGISTRATION

Contractor registration.	$100.00
Contractor registration renewal.	$100.00
Texas State Licensed Plumbing contractor registration fees	Contractor registration fees exempt per Section 1301.551(g) of Texas Occupations Code.
Texas State Licensed Electrical contractor registration fees and permit fees	Contractor registration fees and permit fees exempt per Section 1305.201(f) Texas Occupations Code.

MISCELLANEOUS

Arbor/Pergola Residential (1 to 120 square feet)	$110.00
Arbor/Pergola Residential (Over 120 square feet)	Table 1D
Carport Residential (1 to 120 square feet)	$110.00
Carport Residential (Over 120 square feet)	Table 1D
Certificate of Occupancy: New/Change of Occupancy/Temporary Occupancy.	$75.00
Credit Access Business Registration Fee.	$25.00
Deck Residential in excess of 200 square feet and 30 inches above grade at any point	$110.00
Demolition Commercial.	Valuation Table 1A
Demolition Residential structure. *Plan review fee required.	$110.00
Fences, Commercial and Multi-Family.	Valuation Table 1A
Fences, Masonry-Commercial and Residential.	Valuation Table 1A
Fences, Residential.	$75.00
Irrigation Residential.	$75.00
Mechanical Residential, Each Unit Replacement.	$75.00
Pool/Spa Residential *Plan review fee required.	$225.00
Reconnect Utilities for Certificate of Occupancy.	$75.00
Reroof Commercial.	Valuation Table 1A
Reroof Residential.	$75.00
Retaining Wall Residential.	$110.00
Right-of-Way Utilization.	Utility franchise holders are exempt from fees. All others are $1,000.00 per bore and $1.00 per lineal foot.
Storage Building Residential (1 to 120 square feet)	$110.00
Storage Building Residential (Over 120 square feet)	Table 1D
Temporary Building.	$75.00
Temporary Clothing Container.	$ 100.00 Annually
Temporary Utilities.	$75.00

Tree Removal Commercial.	Valuation Table 1A
Tree Removal Residential.	$110.00
Water Heater Commercial.	Valuation Table 1B per water heater unit.
Water Heater Residential.	$75.00 per water heater unit.
Mowing/Maintenance Administrative Fee.	$100.00

SIGNS, PERMANENT

Permanent, 1 to 50 sf.	$50.00
Permanent, 51 to 100 sf.	$100.00
Permanent, 101 to 200 sf.	$200.00
Permanent, 201 to 300 sf.	$300.00
Permanent, 301sf and over (per square foot)	$1.00

SIGNS, TEMPORARY

Banner Sign	$50.00
Apartment Banner Sign	$25.00
Weekend advertising (per year)	$100.00
Grand Opening sign	$30.00
Real Estate Land Sale	$30.00
Open House	$10.00
Commercial Complex Sale or Lease Free-standing	No Fee
Commercial Unit Sale or Lease Wall Sign	$30.00
New Commercial Building	$30.00
New Commercial Building on Hwy 183, Hwy 121 or Hwy 157	$30.00
Political Sign as defined in Ordnance #00-2536	No Fee
Sign for Non-Profit as defined in Ordnance #00-2536	No Fee
Municipal Banner as defined in Ordnance #00-2536	No Fee

A change in a sign face without changing the copy due to damage or deterioration shall not constitute a new sign for fee calculation.

GARAGE SALE PERMIT	**$10.00 with 3 signs included**
Additional signs	**$2.00 per sign/maximum 2 signs**

MULTI-FAMILY FEES

License Fee	**$1.10 per month per unit**
New Registration Fee	**$25.00 to re-issue registration for change in ownership**
New Registration Late Fee	**$75.00 for registration re-issue more than 30 days after ownership change**
Annual Rating Inspection Fee (mandatory)	**$10.00 per unit**
Annual Secondary Inspection Fee (mandatory)	**$10.00 per unit**
Tier 2 Inspection Fee (x1 additional inspection)	**$10.00 per unit**
Tier 3 Inspection Fee (x2 additional inspections)	**$10.00 per unit per inspection**

ORDINANCE NO. 19-

FIRE DEPARTMENT

AMBULANCE FEES

Pricing for ambulance service shall be established to conform to the reasonable and customary reimbursement allowances as established by ninety-five percent of applicable insurance carriers, as reviewed and approved by the City Manager on a quarterly basis.

Ambulance Subscription Fee	**$60.00 per household**

REPORTS

Fire Incident Reports	**$2.00 first page, additional page $1.00**
E.M.S. Incident Report	**$2.00 each report**

FIRE MARSHAL/INSPECTIONS

Certificate of Occupancy	**$60.00**
Temporary Certificate of Occupancy	**$60.00**
After Hours Inspections (after 5:00 p.m. or on weekend)	**First two hours $150.00 Each addition hour $50.00**

FIRE PROTECTION SYSTEMS

A fee schedule as provided:

1-10 devices	**$75.00**
11-25 devices	**$100.00**
26-100 devices	**$200.00**
101-200 devices	**$275.00**
201-500 devices	**$500.00**
Per device for each device over 500	**$1.00**

FIRE SPRINKLER SYSTEMS

Underground	**$150.00**
Aboveground, 1-19 heads	**$75.00**
Aboveground, 20-100 heads	**$100.00**
Aboveground, 101-300 heads	**$200.00**
Aboveground, 301-1,000 heads	**$400.00**
Per head for each over 1,000 heads	**$1.00**
Fire Pump, additional	**$150.00**

ORDINANCE NO. 19-

ACCESS CONTROL

1-10 Doors	$75.00
11-25 Doors	$100.00
26-100 Doors	$200.00
101-200 Doors	$275.00
201-500 Doors	$500.00
Per device for each device over 500	$1.00

FIRE ALARM SYSTEM PERMIT

Residential Permit fee (Residential fee waived if Burglar Alarm permit fee is already paid)	$50.00 annual fee
Commercial (Non-Residential) Permit fee	$100.00 annual fee

FALSE ALARM FEE – Residential

First 3 False Alarm Calls	No Fee
4th & 5th Alarm Calls	$75.00/per call
6th & 7th Alarm Calls	$250.00/per call
8th and above Alarm Calls	$500.00/per call

(All calls will be calculated within a twelve (12) month period)

FALSE ALARM FEE – Commercial (Non-Residential)

First 3 False Alarm Calls	No Fee
4th & 5th Alarm Calls	$150.00/per call
6th & 7th Alarm Calls	$500.00/per call
8th and above Alarm Calls	$1,000.00/per call

(All calls will be calculated within a twelve (12) month period)

FIRE MARSHAL ANNUAL INSPECTION FEE (BASED ON SQUARE FOOTAGE OF BUILDING)
(Tax exempt agencies shall be exempted from the annual fire marshal permit fees.)

1 - 1,500 sq. ft.	$30.00 annually
1,501 – 3,000 sq. ft.	$35.00 annually
3,001 – 5,000 sq. ft.	$40.00 annually
5,001 – 10,000 sq. ft.	$45.00 annually
10,001 – 25,000 sq. ft.	$50.00 annually

25,001 – 50,000 sq. ft.	$60.00 annually
50,001 – 75,000 sq. ft.	$80.00 annually
75,001 – 100,000 sq. ft.	$100.00 annually
100,001 – 200,000 sq. ft.	$120.00 annually
200,001 or more sq. ft.	$280.00 annually

HAZARDOUS MATERIALS ANNUAL PERMIT (includes flammable/combustible liquids)

POUNDS (POWDER AND SOLIDS)

Less than 1,000	$25.00
1,001 to 2,000 pounds	$37.50
2,001 to 5,000 pounds	$70.00
Over 5,001 pounds	$137.50

GALLONS (LIQUIDS AND GELS)

Less than 25 gallons	$25.00
More than 25 gallons but less than 100 gallons	$37.50
Over 100 gallons but less than 1,000 gallons	$70.00
Over 1,000 gallons (Fees are in addition to Fire Marshal permit)	$137.50

PLAN REVIEW FEES

Plan Review	$60.00
Fire Alarm System	$70.00
Fire Sprinkler System	$150.00
Suppression Appliances	$125.00
Emergency Lighting	$37.50
Special Lighting	$30.00
Liquid Storage Tanks, Hazardous Materials	$70.00

RE-INSPECTION FEES $60.00

SPECIAL PERMITS

Blasting operation	$65.00 per day
Pyrotechnic display	$65.00 per day

Tent permit	
1- 30 days	$30.00
Each additional 30 days or portion thereof	$30.00

UNDERGROUND STORAGE TANKS INSTALLATION (TO INCLUDE TEMPORARY TANKS) OR REMOVAL

Less than 1,000 gallons	$50.00
More than 1,000 gallons	$100.00

LPG TANK INSTALLATION OR REMOVAL	$50.00

SPECIAL EVENT STAND BY

Fire marshal permit- per day	$125.00 first day
Each additional day	$75.00
Fire marshal on premises (minimum 3 hours)	$65.00 per hour
Stand-by Fire Personnel, No Apparatus	$65.00 per hour (each, three hour minimum)
Stand-by Ambulance, with Personnel	$130.00 per hour (three hour minimum)
Standby Engine or Truck, with Personnel	$195 per hour (three hour minimum)

STATE MANDATED INSPECTIONS

Hospitals	$100.00
Nursing and long-term care homes	$75.00
Daycare/Mother's day out	$50.00
Foster home and adoptive home	$10.00
Home inspection (insurance)	$50.00

ORDINANCE NO. 19-

LIBRARY

OVERDUE FEES	Daily Overdue Fee Per Item	Maximum Overdue Fee Per Item
Books, CDs, Audio Books, Educational Kits, Book Club Kits, Tablets	$0.25	$6.00
DVDs	$1.00	$6.00
Library of Things Collection	$1.00	$10.00
Interlibrary Loan Materials	$0.50	$12.00

The Library may conduct an amnesty program for a period of time not to exceed two weeks in any calendar year. During the period of time the amnesty program is in effect, fines will be waived to all patrons who appear in person to return overdue materials. Late fines will be waived one time during the amnesty period for each cardholder.

LOST MATERIALS, EQUIPMENT FEES AND MATERIALS DAMAGED BEYOND REPAIR FEES

All materials or equipment	Purchase price of materials or parts of kits. If parts of kits are lost, the customer must pay for the replacement of that part. If the part cannot be replaced, the customer must pay for the entire kit, including the container.
Book jacket or cover	$2.00
Media containers	$2.00

Refunds made for materials returned within 90 days of payments.

LIBRARY CARDS

Non-Resident*	$25.00 per year

* A non-resident is someone who resides outside the state of Texas.

MISCELLANEOUS SERVICE FEES

Reserves	No fee
Replacement of lost or damaged library card and Interlibrary loan circulation card	$2.00
Photo copies (Black & White)	$0.20 per page
Photo copies (Color)	$0.50 per page
Print jobs (Black & White)	$0.20 per page
Print jobs (Color)	$0.50 per page
Interlibrary Loan Fee	$2.00

LIBRARY ROOM RENTAL FEES

ORDINANCE NO. 19-

All room rental fees are refundable upon cancellation unless the cancellation has occurred within 48 hours of the room rental start-time.

Large Meeting Room – 2 hour minimum	**$120.00 per hour**
½ Large Meeting Room – 2 hour minimum	**$60.00 per hour**
All Day Large Meeting Room Rental	**$500.00**
Large Conference Room – 2 hour minimum	**$30.00 per hour**
All Day Large Conference Room Rental	**$150.00**

MEETING ROOM AMENITIES FLAT FEE

Basic equipment (microphones, projection screen, etc.)	**$75.00**
Kitchen Area	**$25.00**

DISCOUNTS

Only one discount can be applied at a time. Discounts do not apply to Amenities Flat Fees.

Bedford Resident/Property Owner*	**50% Discount**
Non-Profit group**	**25% Discount**

***Proof of residency or property ownership must be presented.**
****All non-profit groups must present written verification of their non-profit status.**

ORDINANCE NO. 19-

OLD BEDFORD SCHOOL

The City Manager or their designee is authorized to institute discounted fees for promotional events on temporary, as-needed basis.

RENTAL FEES

Monday – Thursday	8:00 am – 5:00 pm	$125.00/hour
Monday – Thursday	5:00 pm – 10:00 pm	$150.00/hour
Friday & Sunday	8:00 am – 10:00 pm	$200.00/hour
Saturday	9:00 am – 11:00 pm	$250.00/hour

All rental fees apply to the following rooms (Fitch Auditorium, Gallery I, Gallery II, Board Classroom)

The hourly rate is also available for additional hours for wedding packages or standalone bridal portraits.

Rentals include use of the building, sixteen (16) 60" round tables and one hundred twenty (120) chairs.

Rectangle tables	$10.00 per table
30" Round Pub tables	$10.00 per table
Bar (4' x 3.5')	$50.00

DISCOUNTS

Only one discount can be applied at a time and are not applicable on any Saturday rentals. Discounts do not apply to table or bar rentals.

Non-Profit group*	10% Discount
Individual artists or cultural groups	10% Discount

*All non-profit groups must present written verification of their non-profit status.

RENTAL FEES FOR BUSINESS TRAVELERS STAYING AT BEDFORD HOTELS

Monday – Friday 8:00 am – 5:00 pm $300.00/day (all other fees apply. This pricing is not applicable to weekend or non-business events.)

DEPOSIT

Deposit (For events with 100 or more people or any wedding package)	$500.00
Deposit (For events with 99 or less people)	$200.00

(Deposit will be returned in full after rental if there was no damage and facility was properly cleaned. If cancellation occurs less than thirty (30) days prior to event, then the deposit will not be returned.)

ORDINANCE NO. 19-

GUIDED TOURS

Children's Groups	**$2.00 per person**
Adult Groups	**$5.00 per person**
Senior Citizen Groups	**$3.00 per person**
12 or more	**$25.00 per group**

WEDDING PACKAGES

Monday – Thursday	**$1,500**
Friday & Sunday	**$2,500**
Saturday	**$3,500**

Includes:
Six (6) rectangular tables
Sixteen (16) 60" round tables
Ten (10) 30' round pub tables
One hundred twenty (120) chairs
Use of 4' x 3.5' bar
Use of audio visual/sound system
One (1) personalized engraved brick
Two (2) hours for scheduled bridal portrait: M-F between 9:00 am – 4:00 pm
Two (2) hours for consultation with rental coordinator (during M-F office hours)
One (1) hour of rehearsal time during M-F office hours
Eight (8) hours for wedding, reception, and clean-up

ADDITIONAL OPTIONS

Purchase of brick	**$200.00 each**
Cleaning Service	**$300.00 per event**

ORDINANCE NO. 19-

POLICE DEPARTMENT

ALARMS

Residential Permit fee	$50.00 annual fee
Business Permit fee	$100.00 annual fee

FALSE ALARM FEE

First 3 False Alarm Calls	No Fee
4th & 5th Alarm Calls	$50.00/per call
6th & 7th Alarm Calls	$75.00/per call
8th and above Alarm Calls	$100.00/per call

(All calls will be calculated within a twelve (12) month period)

SOLICITORS PERMIT

Intrastate	$35.00
Interstate, publication and non-commercial solicitors	no fee charged

HANDBILL DISTRIBUTION PERMIT

Permit fee	No charge

FINGERPRINTING FEE

Residential Charge per card	$10.00
Non-Residential Charge per card	$15.00

ORDINANCE NO. 19-

RECREATION DEPARTMENT

The City Manager or their designee is authorized to institute discounted fees for promotional events on temporary, as-needed basis.

PAVILION RENTAL DEPOSIT

Monday – Sunday	
Damage & Clean Up Deposit	$100.00
(Due at the time rental is made)	

LAKE PAVILION

September – April Rental	
Full Pavilion Rental	$200.00 for 6 hours
Half Pavilion Rental	$125.00 for 6 hours
Non-resident	$20.00 more/rental
May – August Rental	
Full Pavilion Rental	$250.00 for 6 hours
Half Pavilion Rental	$145.00 for 6 hours
Non-resident	$20.00 more/rental

CORPORATE PAVILION

September – April Rental	
Full Pavilion Rental	$125.00 for 6 hours
Non-resident	$20.00 more/rental
May – August Rental	
Full Pavilion Rental	$145.00 for 6 hours
Non-resident	$20.00 more/rental

PLAYGROUND PAVILION

September – April Rental	
Full Pavilion Rental	$125.00 for 6 hours
Non-resident	$20.00 more/rental
May – August Rental	
Full Pavilion Rental	$145.00 for 6 hours
Non-resident	$20.00 more/rental

CENTRAL PARK PAVILION

September – April Rental	
Full Pavilion Rental	$100.00 for 6 hours
Non-resident	$20.00 more/rental
May - August Rental	
Full Pavilion Rental	$125.00 for 6 hours
Non-resident	$20.00 more/rental

ORDINANCE NO. 19-

BEDFORD SPLASH: SWIMMING

	Residents	Non-Residents
Adult (18-64)	$6.50	$8.00
Senior (65 and older)	$5.50	$7.00
Children (3-17)	$5.50	$7.00
Infant (2 and under)	Free	Free
Season Pass		
Individual	$50.00	$100.00
Family (up to 4 people)	$175.00	$350.00
Additional family members	$25.00	$25.00 per person

The City Manager or their designee is authorized to institute discounted fees for promotional events on temporary, as-needed basis.

Day Care Rates	$6.00 per child
(1:8 ratio, with every 8 children admissions purchased, one adult admission is free)	
Group Rates	
Groups of 20 or more	$5.50 per person
(residents and non-residents, no age limit)	

ROY SAVAGE POOL: SWIMMING

Resident and Non-Resident	$1.00

PRIVATE PARTY RENTAL

2 hour rental after hours	
Without slides	$400.00
With slide or Pro Bowl	$450.00
With both slide and Pro Bowl	$500.00
Non-Resident Facility Rental	$20.00 more per rental
Weekday Rentals	
Cabana Rental	$45.00 per hour
Pavilion Rental	$35.00 per hour
Non-resident fee	$20.00 more per rental
(includes 10 guest free admission)	
Weekend Rentals	
Cabana Rental	$65.00 per hour
Pavilion Rental	$60.00 per hour
Non-resident fee	$20.00 more per rental
(includes 10 guest free admission)	

ROY SAVAGE POOL PRIVATE PARTY RENTAL

2-hour rental after hours	
1-70 (maximum capacity) people	$155.00

ORDINANCE NO. 19-

GYM RENTAL

September – April Rentals	
Full Court	**$48.00 per hour**
Non-resident fee	**$20.00**
Half Court	**$33.00 per hour**
Non-resident fee	**$20.00**

After hour rentals require a 2 hour minimum for full court. No half court rentals after hours.

Non-athletic gym rental (entire gym) (minimum of 2 hours)	**$88.00 per hour**
May - August Rentals	
Full Court	**$58.00 per hour**
Non-resident fee	**$20.00**
Half Court	**$43.00 per hour**
Non-resident fee	**$20.00**

After hour rentals require a 2-hour minimum for full court. No half court rentals after hours.

Non-athletic gym rental (entire gym) 2 hours)	**$98.00 per hour (minimum of**
Deposit Damages back charges	
Broken Ceiling Tile	**$20.00 per tile**
Broken Window	**$50.00 per window**

MEMBERSHIP IDENTIFICATION CARDS

Senior Non-resident	**$32.00**
Senior Resident	**$20.00**
Adult Resident	**$26.00**
Youth Resident	**$12.00**
Adult Non-Resident	**$122.00**
Youth Non-Resident	**$26.00**
Replacement Card	**$7.00**
Daily Pass	**$7.00**
Forgotten Card Fee	**$3.00**

WEIGHT ROOM MEMBERSHIPS

Yearly membership, required to have a membership ID card

Adult Resident (optional)	**$127.00 per year/ includes ID card**
Adult Resident	**$17.00 per month + ID charge**

Senior Resident (optional)	$82.00 per year/ Includes ID card
Senior Resident	$12.00 per month + ID charge
Adult Non-Resident (optional)	$202.00 per year/ Includes ID card
Adult Non-Resident	$22.00 per month + ID charge
Senior Non-Resident	$122.00 per year/ Includes ID card
Senior Non-Resident	$17.00 per month + ID charge

ROOM RENTALS

September – April Rentals	
One Room	$38.00 per hour
Two Rooms	$48.00 per hour
Three Rooms	$58.00 per hour
Non-Resident Fee	$20.00
Deposit required on all rentals at the time of booking	$100.00

May – August Rentals	
One Room	$48.00 per hour
Two Rooms	$58.00 per hour
Three Rooms	$68.00 per hour
Non-Resident Fee	$20.00
Deposit required on all rentals at the time of booking	$100.00

HOCKEY RINK

Rink Rental	$23.00 per hour
Non-resident fee	$20.00

SENIOR CENTER

Membership Fee – Bedford Resident	$5.00 per year
Membership Fee – Residents of Cities other than Bedford	$10.00 per year

RECREATION CLASS FEES:

Unless otherwise noted in the Recreation Department Fee schedule: All programs and classes will incur an additional $5.00 fee per person per program and/or class for Non-Residents.

SWIM LESSONS

8 – 40 minute classes(Resident)	$60.00
8 – 40 minute classes(Non-resident)	$65.00
8 – 30 minute private lessons	$225.00
4 – 30 minute private lessons	$150.00

AQUATIC FITNESS CLASSES

Adult Water Walking	$7.00
Season Pass	$60.00
Season Pass after July 4	$30.00
Water Aerobics	$37.00 per session

ORDINANCE NO. 19-

Deep Water Dynamics	$37.00 per session
Aqua Tabata	$37.00 per session
H2O/Aqua Pilates	$37.00 per session
Aqua Pilates	$26.00 per session
River Robics	$26.00 per session
Combo Class	$64.00 per session
50 and Better Water Aerobics	$10.00 per session
Aquatic Boot Camp	$10.00 per class

AMERICAN RED CROSS CLASSES

	Residents	Non-Residents
Cat and Dog First Aid	$37.00	$42.00
Babysitter's Training	$75.00	$80.00
Adult First Aid/CPR/AED	$75.00	$80.00
FA/CPR/AED Instructor's Course	$255.00	$260.00
Lifeguard Instructor's Course	$255.00	$260.00
CERTIFIED POOL OPERATOR COURSE	$255.00	$260.00

YOGA FOR SENIORS

4 classes	$42.00

BALLET/TAP AND JAZZ/HIP HOP

4 classes	$44.00

SENIOR CENTER DANCE $6.00 per person

QI GONG KUNG FU

Adults	$82.00
Kids	$77.00
Adults Advanced	$152.00
Tai Chi (1x week)	$54.00
Tai Chi (2x week)	$94.00

YOU CAN PAINT – ADULTS

Class	$22.00
Paint supply fee	$20.00

DOG OBEDIENCE

Group 8 weeks	$97.00

8/3 FITNESS PERSONAL TRAINING

One 1-hour session	$50.00
Three 1-hour sessions	$120.00
Twelve 1-hour sessions	$450.00
Twenty-four 1-hour sessions	$800.00

ORDINANCE NO. 19-

8/3 FINESS BOOT CAMP

1 month	$65.00

VIGOUR YOUTH FITNESS FUN

1 month	$120.00

VALENTINE'S DANCE

All-inclusive - includes 1 picture, flowers, dance	$14.00 per individual or $22.00 per couple

EASTER

Includes egg hunt, activities, photo with the Easter Bunny, and snack	$10.00 per person

FULL DAY- DAY CAMP

Application fee for campers	$52.00 and $27.00 per additional child per family
Weekly rate if paid after Wednesday of previous week	$130.00
Weekly rate if paid prior to opening of Day Camp session	$115.00
Weekly rate if paid by Wednesday prior to camp start	$125.00

OTHER

All other recreation programs, services, special events and private lesson fees will vary and be set by contractors with staff approval.

LEAGUES

Kickball League	6 Games	$150.00
Basketball League	8 Games	$200.00

Will offer an early bird special on all leagues

SWIM TEAM

Summer season	$115.00 + applicable State & Regional TAAF dues

Includes TAAF membership, regional fees, caps, lifeguard on duty and coaches

ATHLETIC FIELDS

Practice Field Reservation	
January – August	$40.00 per hour
September – December	$45.00 per hour
Tournament Field Reservation	$350.00 per day

(Includes field preparation and field lighting for each day. Subject to approval based on field availability and staff schedules.)

Concession Fee	5% of gross sales

ORDINANCE NO. 19-

STREET DEPARTMENT

BARRICADES

Rental Deposit	$100.00 (refunded after all equipment returned)
Replacement Costs:	
A-Frame Panels	$100.00 each
Vertical Panels	$75.00 each
Traffic Cones	$35.00 each
Traffic Barrels	$90.00 each

WATER DEPARTMENT

WATER DEPOSIT

Residential	$90.00
Fire Hydrant Meter Deposit	$2,000.00
Commercial	$300.00 or an amount equal to 2 times the City monthly average for commercial users; after the 3rd bill, a monthly average for that user will be determined. Then deposit required will be equal to 2 months of the calculated monthly average for that user. Overpayments will be credited and underpayment will be due.
Apartments	$35.00 per unit

In lieu of cash, a bond may be used for multi-unit dwelling deposit requirements. A bond tendered pursuant to this provision must be issued by a surety licensed to do business in the State of Texas, be in a form approved by the city attorney and have a term of not less than one year.

Sprinkler Meters, Commercial only	$1,000.00
SERVICE CHARGE (read meter-account set-up)	$10.00
ACCOUNT TRANSFER FEE	$15.00
CLEAN & SHOW SERVICE FEE	$25.00
24-48 HOUR INSPECTION FEE	$25.00
Reduced Pressure Zone Certification Test Fee	$25.00 per test
Water Tap Abandonment Fee	$600.00

Sewer Tap Abandonment Fee	**$600.00**

SEWER TIE-IN FEE

4" tap on a 6"- 12" line (1-7 feet deep)	**$1,800.00**
4" tap in a 6"-12" line (over 7 feet deep)	**$1,800.00 plus an additional $250.00 per foot**
4" tap on main larger than 12"	**Actual cost**

If boring under a road is required, there will be a minimum charge of $350.00 plus actual cost for bore. Cost of concrete, asphalt or landscape repairs will be done on a case-by-case basis.

MANHOLES

Manhole (1' – 6' feet deep)	**$5,000.00**
Manhole (7' or deeper)	**$5,000.00 plus an additional $250.00 per foot**

CUT-OFF FEE	**$30.00**
LATE PAYMENT FEE	**10% of balance with a minimum fee of $5.00**

(Senior 65 and older are exempt from late payment fees.)

AFTER HOURS TURN-ON	**$50.00**

METER TESTING FEE (per Customer Request)

METER ¾"	**$80.00**
METER 1"	**$80.00**
METER 1 ½" - 2"	**$160.00**
METER 3" and Larger	**(quote upon request)**

(Meter testing fees will only be charged to customers where meter test results are determined to be accurate by 98.5% to 101.5%. Testing charges will be refunded back to the customer should test results fall below 98.5% or above 101.5%)

WATER TIE-IN FEE (Tap and service only)

METER 3/4"	**$1,100.00 f**
METER 1"	**$1,100.00**
METER 1.5"	**$2,100.00**
METER 2"	**$2,100.00**

¾", 1", 1 ½" and 2" service lines not to exceed 20 ft. Service lines in excess of 20 ft. @16.00 per ft.

If boring under a road is required, there will be a minimum charge of $350.00 plus actual cost for bore. Cost of concrete, asphalt or landscape repairs will be done on a case-by-case basis.

REPLACE BROKEN ANGLE STOPS

ANGLE STOP ¾”	$100.00
ANGLE STOP 1”	$175.00
ANGLE STOP 1 ½”	$350.00
ANGLE STOP 2”	$415.00
ANGLE STOPS 3” and Larger	(quote upon request)

RESIDENTIAL METERS, ENDPOINT, AND METER BOXES

METER ¾”	$200.00
METER 1”	$240.00
METER 1 ½”	$555.00
METER 2”	$735.00
ENDPOINT	$265.00
METER BOX ¾” & 1”	$160.00
METER BOX 1 ½” & 2”	$250.00

Cost for replacement of broken meters and boxes will be determined based on actual cost of installation.

Cost of meters and meter boxes, 3” and larger, will be determined based on actual cost.

Water usage for Fire Hydrant Meters:

Base rate Water Rate Ordinance.	Set by the
Usage rate Water Rate Ordinance.	Set by the
Water Purchased by the load	$25.00/1,000 Gals

GREASE TRAP/INTERCEPTOR PERMIT (annually)	$75.00
LIQUID WASTE TRANSPORTER PERMIT (annually)	$240.00 first vehicle $130.00 each additional vehicle

STATE MANDATED ANNUAL INSPECTIONS (Hospitals, apartments, nursing and long-term care homes, daycares, dental offices, convenience stores with fountain drink stations, food establishments, car washes, animal care centers, etc.)

ORDINANCE NO. 19-

GREASE/GRIT TRAPS	**$50.00 per inspection**
BACKFLOW DEVICE INSPECTION	**$35.00 per device per inspection**
CROSS CONNECTIONADMINISTRATION FEE	**$50.00 if a cross connection is found during inspection**

SECTION 2. **This Ordinance shall be and is hereby declared to be cumulative of all other Ordinances of the City of Bedford, and this Ordinance shall not operate to repeal or affect the Code of Ordinances of the City of Bedford or any Ordinances except insofar as the provisions thereof might be inconsistent or in conflict with the provisions of this Ordinance, in which event such conflicting provisions, if any, in such Code or Ordinance are hereby repealed.**

SECTION 3. **That should any provision of this Ordinance be held invalid or unconstitutional, the remainder of such Ordinance shall not be deemed to effect the validity of any other provision of said Ordinance.**

SECTION 4. **That this ordinance shall take effect immediately from and after its passage and publication in accordance with the laws of the State of Texas and the Charter of the City of Bedford.**

PRESENTED AND PASSED on this 11th day of June 2019, by a vote of ___ ayes, ___ nays and ___ abstentions, at a regular meeting of the City Council of the City of Bedford, Texas.

_____
Jim Griffin, Mayor

ATTEST:

_____
Michael Wells, City Secretary

APPROVED AS TO FORM:

_____
Stan Lowry, City Attorney

ORDINANCE NO. 19-

AN ORDINANCE AMENDING THE CITY OF BEDFORD CODE OF ORDINANCES APPENDIX A - SCHEDULE OF FEES, BY UPDATING FEES IMPOSED BY THE CITY; CONTAINING A SAVINGS CLAUSE; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

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

SECTION 1. **That the City of Bedford Code of Ordinances Appendix A - Schedule of Fees, is hereby amended in its entirety to read as follows:**

ADMINISTRATION

ENGINEERING

Plan Review	**$250.00 for first two reviews. $100.00 per review after the initial two reviews.**
Inspection Fee	**4%, or $250.00 minimum, of the cost of construction of the public portion of street, drainage, sidewalk, fire lanes, drive approaches, fire suppression, grease/grit traps, traffic improvements, water and/or sanitary sewer improvements in private construction projects.**

PLANNING AND ZONING

Final plat	**$100.00 + $25.00 per lot**
Final plat filing fee	**$75.00 + $3.50 for each additional mylar**
Preliminary plat	**$100.00 + $25.00 per lot**
Replat	**$100.00 + $25.00 per lot**
Replat filing fee	**$75.00 + $3.50 for each additional mylar**
Site plan	**$205.00 + 205.00 each acre over one**
Zoning application	**$205.00 + 205.00 each acre over one**
Zoning Board of Adjustment Application	**$100.00**
Variance	**$100.00**
Special Exception	**$100.00**

Special Event Permits	**$100.00 application fee plus the actual cost of city personnel up to $50.00 per hour, per employee and the actual cost of city equipment up to $75.00 per hour. Parades, runs of 5 kilometers in distance or less and marches that are six hours or less which are sponsored by the Hurst-Euless-Bedford Independent School District or non-profit groups, as recognized by the Federal or State government, will be exempt from all special event application fees and reimbursement charges.**
Yearly Mobile Food Unit Permit	**$400.00 one-time per calendar year**
	Fee Refunds: The fee is fully refundable prior to the review process beginning. Once the application review process has begun only 35 percent of the Mobile Food Unit Permit paid will be issued if the permit is withdrawn or cancelled.
One Day Only Mobile Food Unit Permit	**$100 one day only fee**
	Fee Refunds: The fee is fully refundable prior to the review process beginning. Once the application review process has begun only 35 percent of the Mobile Food Unit Permit paid will be issued if the permit is withdrawn or cancelled.
Outside Sales or Storage of Merchandise	**$100.00**
Gas Well Permit	**$10,000.00**
Annual Gas Well Inspection	**$2,500.00**

RETURNED CHECK FEE **$30.00**
Also applies to bank drafts returned as insufficient funds.

PUBLIC INFORMATION

"Cost of Public Information shall be in accordance with the guidelines adopted by the General Services Commission pursuant to Government Code Chapter 5552, subchapter F". At their discretion, city departments may waive the fee for copies of less than 11 pages.

NOTARY FEE **$5.00**

ORDINANCE NO. 19-

ANIMAL CONTROL

ADOPTION

Fee	
Cats	$65.00
Dogs (less than 50 lbs.)	$90.00
Dogs (50 – 75 lbs.)	$110.00
Dogs (over 75 lbs.)	$120.00
	or equivalent (as approved by the Police Chief)

ADOPTER REQUEST WAIVER FOR SPAY/NEUTER REQUIREMENT

Refundable Deposit (upon proof of sterilization within 30 days)	$25.00

ADOPTER REQUEST WAIVER FOR RABIES VACCINATION REQUIREMENT

Refundable Deposit (upon proof of vaccination within 30 days)	$10.00

CARCASS REMOVAL HOUSEHOLD PETS

40 pounds or less	$10.00
41 to 100 pounds	$20.00
101 pounds or over	$50.00

IMPOUNDMENT DURING CONSECUTIVE TWELVE MONTH PERIOD

First offense	$35.00 + $8.00 per day
Second Offense	$60.00 + $8.00 per day
Third Offense	$85.00 + $8.00 per day
Fourth or more Offense(s)	$110.00 + $8.00 per day

BOARDING DURING IMPOUNDMENT $8.00 per day

DAILY RABIES QUARANTINE FEE $120.00- flat rate.

RELINQUISHMENT OF ANIMAL

Animals suspect of rabies	$55.00
Animals for euthanasia	$40.00
Dogs and cats with documentation of current rabies vaccine	$15.00
Dogs and cats without documentation of current rabies vaccine	$30.00
All others	Reimbursement of all incurred expenses associated with the care and disposition of the relinquished animal

ORDINANCE NO. 19-

LICENSING

Surgically sterilized animal	**$5.00**
Unsterilized animal	**$15.00**
Duplicate tags	**$3.00**

PERMITS

Multi-pet	**$15.00**
Permit Eligible/Non-Domestic	**$150.00 per animal**

ORDINANCE NO. 19-

BUILDING DEPARTMENT

BUILDING PERMIT FEES

Commercial construction valuations are based on the value of the work. Table 1A and Table 1B.

~~Residential construction minimum valuation is $95.00 per square foot based on:~~
Residential One and Two Family Dwellings, Remodels, and/or Renovations based on Square Feet, Table 1C, Table 1D, or Flat Rate.

TABLE 1A: COMMERCIAL BUILDING PERMIT VALUATION
Commercial and Multi-Family (new, remodel, additions, miscellaneous construction and all a~~A~~ccessory structures) *Plan review fee required.
~~BUILDING PERMIT VALUATION TABLE 1A (Building & Miscellaneous)~~
~~Commercial and residential (new, remodel, lease space finish-out):~~

$1.00 to $500.00	$75.00~~$50.00~~
$501.00 to $2,000 plus	$75.00~~$50.00~~ for first $500, $4.77 for each additional $100, or fraction thereof, up to and including $2000.
$2,001 to $25,000	$116.60 for the first $2,000, plus $19.08 for each additional $1,000 or fraction thereof, up to and including $25,000.
$25,001 to $50,000	$551.20 for the first $25,000, plus $14.84 for each additional $1,000, or fraction thereof, up to and including $50,000.
$50,001 to $100,000	$954 for the first $50,000, plus $10.60 for each additional $1,000, or fraction thereof, up to and including $100,000.
$100,001 to $500,000	$1,590 for the first $100,000, plus $8.00 for each additional $1,000, or fraction thereof, up to and including $500,000.
$500,001 to $1,000,000	$5,194 for the first $500,000 plus $7.42 for each additional $1,000, or fraction thereof, up to and including $1,000,000.

$1,000,001 and up	$8,904 for the first $1,000,000 plus $6.36 for each additional $1,000, or fraction thereof.

TABLE 1B: COMMERCIAL AND MULTI-FAMILY BUILDING PERMIT VALUATION ~~TABLE 1B~~ (Mechanical, Electrical, Plumbing and miscellaneous systems for new, remodel, additions and all accessory structures) ~~(Mechanical, Electrical, Plumbing, Irrigation and Miscellaneous), Commercial and residential (new, remodel, lease space finish-out)~~

$1.00 to $500.00	~~$45.00~~$75.00
$501.00 to $2,000 plus	~~$45.00~~ $75.00for first $500, $3.18 for each additional $100, or fraction thereof, up to and including $2000.
$2,001 to $25,000	$95.40 for the first $2,000, plus $15.90 for each additional $1,000 or fraction thereof, up to and including $25,000.
$25,001 to $50,000	$461.10 for the first $25,000, plus $10.60 for each additional $1,000, or fraction thereof, up to and including $50,000.
$50,001 to $100,000	$726.10 for the first $50,000, plus $7.42 for each additional $1,000, or fraction thereof, up to and including $100,000.
$100,001 to $500,000	$1,097.10 for the first $100,000, plus $3.18 for each additional $1,000, or fraction thereof, up to and including $500,000.
$500,001 to $1,000,000	$2,369.10 for the first $500,000 plus $2.12 for each additional $1,000, or fraction thereof, up to and including $1,000,000.
$1,000,001 and up	$3,429.10 for the first $1,000,000 plus $1.59 for each additional $1,000, or fraction thereof.

TABLE 1C: RESIDENTIAL ONE AND TWO FAMILY DWELLINGS
(New Construction, additions and detached garages)

$1.00 per square foot

TABLE 1D: RESIDENTIAL REMODEL, ALTERATIONS AND/OR RENOVATIONS (Including, but not limited to, storage and accessory structures).

$0.80 per square foot

Residential Mechanical (new, alterations, additions, and/or repairs)	**$145.00**
Residential Electrical (new, alterations, additions, and/or repairs)	**$145.00**
Residential Plumbing (new, alterations, additions, and/or repairs)	**$145.00**

BUILDING PLAN REVIEW AND INSPECTION FEES, REFUNDS

Minimum permit fee (Excluding temporary signs and "no fee" permits)	**$75.00**
Commercial and Residential plan review fee	**65 percent of the computed building permit fee. Plan review fees are separate fees in addition to the permit fees.**
Permit fees refund	**35 percent of the computed building permit fee prior to commencement of work.**
Permit fees non-refundable.	**Upon commencement of work.**
Inspections outside of normal business hours.	**$60.00 per hour minimum $120.00, (minimum two-hour charge) or cost to City of Bedford, whichever is greater.**
Re-inspection fees.	**$60.00 per hour minimum or cost to City of Bedford, whichever is greater.**
Inspection for which no fee is specifically indicated.	**$60.00 per hour minimum or cost to City of Bedford, whichever is greater.**
Additional plans or additional plan review required by changes.	**$60.00 per hour**
For use of outside consultants for plan checking and inspections, or both.	**Actual cost**

BUILDING AND STANDARDS COMMISSION

Application for appeal.	**$100.00**

CONTRACTOR REGISTRATION

Contractor registration.	**$100.00**
Contractor registration renewal.	**$100.00**

Texas State Licensed Plumbing contractor registration fees	Contractor registration fees exempt per Section 1301.551(g) of Texas Occupations Code.
Texas State Licensed Electrical contractor registration fees and permit fees	Contractor registration fees and permit fees exempt per Section 1305.201(f) Texas Occupations Code.

MISCELLANEOUS

Arbor/Pergola Residential (1 to 120 square feet)	$110.00
Arbor/Pergola Residential (Over 120 square feet)	Table 1D
Carport Residential (1 to 120 square feet)	$110.00
Carport Residential (Over 120 square feet)	Table 1D
Certificate of Occupancy: New/Change of Occupancy/Temporary Occupancy.	$75.00~~$60.00~~
Credit Access Business Registration Fee.	$25.00
Deck Residential in excess of 200 square feet and 30 inches above grade at any point	$110.00
Demolition Commercial.	Valuation Table 1A
Demolition Residential structure. *Plan review fee required.	$110.00
Fences, Commercial and Multi-Family.	Valuation Table 1A
Fences, Masonry-Commercial and Residential.	Valuation Table 1A
Fences, Residential.	$~~45.00~~75.00
~~Grading.~~	~~Valuation Table 1A~~
Irrigation Residential.	$~~68.00~~75.00
Mechanical Residential, Each Unit Replacement.	$~~60.00~~75.00
Pool/Spa Residential *Plan review fee required.	$225.00
Reconnect Utilities for Certificate of Occupancy.	$~~63.00~~75.00
Reroof Commercial.	Valuation Table 1A
Reroof Residential.	$~~60.00~~75.00
Retaining Wall Residential.	$110.00
Right-of-Way Utilization.	Utility franchise holders are exempt from fees. All others

	are $1,000.00 per bore and $1.00 per lineal foot.
Storage Building Residential (1 to 120 square feet)	$110.00
Storage Building Residential (Over 120 square feet)	Table 1D
Temporary Building.	$~~60.00~~75.00
Temporary Clothing Container.	$~~60.00~~ 100.00 Annually
Temporary Utilities.	$~~71.00~~75.00
Tree Removal Commercial.	Valuation Table 1A
Tree Removal Residential.	$110.00
Water Heater Commercial.	Valuation Table 1B per water heater unit.
Water Heater Residential.	$~~60.00~~75.00 per water heater unit.
Mowing/Maintenance Administrative Fee.	$100.00

SIGNS, PERMANENT

Permanent, 1 to 50 sf.	$50.00
Permanent, 51 to 100 sf.	$100.00
Permanent, 101 to 200 sf.	$200.00
Permanent, 201 to 300 sf.	$300.00
Permanent, 301sf and over (per square foot)	$1.00

SIGNS, TEMPORARY

~~Portable Sign~~	~~$100.00~~
Banner Sign	$50.00
Apartment Banner Sign	$25.00
Weekend advertising (per year)	$100.00
Grand Opening sign	$30.00
Real Estate Land Sale	$30.00
Open House	$10.00
Commercial Complex Sale or Lease Free-standing	No Fee
Commercial Unit Sale or Lease Wall Sign	$30.00

New Commercial Building	$30.00
New Commercial Building on Hwy 183, Hwy 121 or Hwy 157	$30.00
Political Sign as defined in Ordnance #00-2536	No Fee
Sign for Non-Profit as defined in Ordnance #00-2536	No Fee
Municipal Banner as defined in Ordnance #00-2536	No Fee

A change in a sign face without changing the copy due to damage or deterioration shall not constitute a new sign for fee calculation.

GARAGE SALE PERMIT	$10.00 with 3 signs included
Additional signs	$2.00 per sign/maximum 2 signs

MULTI-FAMILY FEES

License Fee	$1.10 per month per unit
New Registration Fee	$25.00 to re-issue registration for change in ownership
New Registration Late Fee	$75.00 for registration re-issue more than 30 days after ownership change
Annual Rating Inspection Fee (mandatory)	$10.00 per unit
Annual Secondary Inspection Fee (mandatory)	$10.00 per unit
Tier 2 Inspection Fee (x1 additional inspection)	$10.00 per unit
Tier 3 Inspection Fee (x2 additional inspections)	$10.00 per unit per inspection

ORDINANCE NO. 19-

FIRE DEPARTMENT

AMBULANCE FEES

Pricing for ambulance service shall be established to conform to the reasonable and customary reimbursement allowances as established by ninety-five percent of applicable insurance carriers, as reviewed and approved by the City Manager on a quarterly basis.

Ambulance Subscription Fee	**$60.00 per household**

REPORTS

Fire Incident Reports	**$2.00 first page, additional page $1.00**
E.M.S. Incident Report	**$2.00 each report**

FIRE MARSHAL/INSPECTIONS

Certificate of Occupancy	**$60.00**
Temporary Certificate of Occupancy	**$60.00**
After Hours Inspections (after 5:00 p.m. or on weekend)	**First two hours $150.00 Each addition hour $50.00**

FIRE PROTECTION SYSTEMS

A fee schedule as provided:

1-10 devices	**$75.00**
11-25 devices	**$100.00**
26-100 devices	**$200.00**
101-200 devices	**$275.00**
201-500 devices	**$500.00**
Per device for each device over 500	**$1.00**

FIRE SPRINKLER SYSTEMS

Underground	**$150.00**
Aboveground, 1-19 heads	**$75.00**
Aboveground, 20-100 heads	**$100.00**
Aboveground, 101-300 heads	**$200.00**
Aboveground, 301-1,000 heads	**$400.00**
Per head for each over 1,000 heads	**$1.00**
Fire Pump, additional	**$150.00**

ORDINANCE NO. 19-

ACCESS CONTROL

1-10 Doors	$75.00
11-25 Doors	$100.00
26-100 Doors	$200.00
101-200 Doors	$275.00
201-500 Doors	$500.00
Per device for each device over 500	$1.00

FIRE ALARM SYSTEM PERMIT

Residential Permit fee (Residential fee waived if Burglar Alarm permit fee is already paid)	$50.00 annual fee
Commercial (Non-Residential) Permit fee	$100.00 annual fee

FALSE ALARM FEE – Residential

First 3 False Alarm Calls	No Fee
4th & 5th Alarm Calls	$75.00/per call
6th & 7th Alarm Calls	$250.00/per call
8th and above Alarm Calls	$500.00/per call

(All calls will be calculated within a twelve (12) month period)

FALSE ALARM FEE – Commercial (Non-Residential)

First 3 False Alarm Calls	No Fee
4th & 5th Alarm Calls	$150.00/per call
6th & 7th Alarm Calls	$500.00/per call
8th and above Alarm Calls	$1,000.00/per call

(All calls will be calculated within a twelve (12) month period)

FIRE MARSHAL ANNUAL INSPECTION FEE (BASED ON SQUARE FOOTAGE OF BUILDING)
(Tax exempt agencies shall be exempted from the annual fire marshal permit fees.)

1 - 1,500 sq. ft.	$30.00 annually
1,501 – 3,000 sq. ft.	$35.00 annually
3,001 – 5,000 sq. ft.	$40.00 annually
5,001 – 10,000 sq. ft.	$45.00 annually
10,001 – 25,000 sq. ft.	$50.00 annually

25,001 – 50,000 sq. ft.	$60.00 annually
50,001 – 75,000 sq. ft.	$80.00 annually
75,001 – 100,000 sq. ft.	$100.00 annually
100,001 – 200,000 sq. ft.	$120.00 annually
200,001 or more sq. ft.	$280.00 annually

HAZARDOUS MATERIALS ANNUAL PERMIT (includes flammable/combustible liquids)

POUNDS (POWDER AND SOLIDS)

Less than 1,000	$25.00
1,001 to 2,000 pounds	$37.50
2,001 to 5,000 pounds	$70.00
Over 5,001 pounds	$137.50

GALLONS (LIQUIDS AND GELS)

Less than 25 gallons	$25.00
More than 25 gallons but less than 100 gallons	$37.50
Over 100 gallons but less than 1,000 gallons	$70.00
Over 1,000 gallons (Fees are in addition to Fire Marshal permit)	$137.50

PLAN REVIEW FEES

Plan Review	$60.00
Fire Alarm System	$70.00
Fire Sprinkler System	$150.00
Suppression Appliances	$125.00
Emergency Lighting	$37.50
Special Lighting	$30.00
Liquid Storage Tanks, Hazardous Materials	$70.00

RE-INSPECTION FEES $60.00

SPECIAL PERMITS

Blasting operation	$65.00 per day
Pyrotechnic display	$65.00 per day
Tent permit	

1- 30 days	$30.00
Each additional 30 days or portion thereof	$30.00

UNDERGROUND STORAGE TANKS INSTALLATION (TO INCLUDE TEMPORARY TANKS) OR REMOVAL

Less than 1,000 gallons	$50.00
More than 1,000 gallons	$100.00

LPG TANK INSTALLATION OR REMOVAL	$50.00

SPECIAL EVENT STAND BY

Fire marshal permit- per day	$125.00 first day
Each additional day	$75.00
Fire marshal on premises (minimum 3 hours)	$65.00 per hour
Stand-by Fire Personnel, No Apparatus	$65.00 per hour (each, three hour minimum)
Stand-by Ambulance, with Personnel	$130.00 per hour (three hour minimum)
Standby Engine or Truck, with Personnel	$195 per hour (three hour minimum)

STATE MANDATED INSPECTIONS

Hospitals	$100.00
Nursing and long-term care homes	$75.00
Daycare/Mother's day out	$50.00
Foster home and adoptive home	$10.00
Home inspection (insurance)	$50.00

ORDINANCE NO. 19-

LIBRARY

OVERDUE FEES	Daily Overdue Fee Per Item	Maximum Overdue Fee Per Item
Books, CDs, Audio Books, Educational Kits, Book Club Kits, Tablets	$0.25	$6.00
DVDs	$1.00	$6.00
Library of Things Collection	$1.00	$10.00
Interlibrary Loan Materials	$0.50	$12.00

The Library may conduct an amnesty program for a period of time not to exceed two weeks in any calendar year. During the period of time the amnesty program is in effect, fines will be waived to all patrons who appear in person to return overdue materials. Late fines will be waived one time during the amnesty period for each cardholder.

LOST MATERIALS, EQUIPMENT FEES AND MATERIALS DAMAGED BEYOND REPAIR FEES

All materials or equipment	Purchase price of materials or parts of kits. If parts of kits are lost, the customer must pay for the replacement of that part. If the part cannot be replaced, the customer must pay for the entire kit, including the container.
Book jacket or cover	$2.00
Media containers	$2.00

Refunds made for materials returned within 90 days of payments.

LIBRARY CARDS

Non-Resident*	$25.00 per year

* A non-resident is someone who resides outside the state of Texas.

MISCELLANEOUS SERVICE FEES

Reserves	No fee
Replacement of lost or damaged library card and Interlibrary loan circulation card	$2.00
Photo copies (Black & White)	$0.20 per page
Photo copies (Color)	$0.50 per page
Print jobs (Black & White)	$0.20 per page
Print jobs (Color)	$0.50 per page
Interlibrary Loan Fee	$2.00

LIBRARY ROOM RENTAL FEES

ORDINANCE NO. 19-

All room rental fees are refundable upon cancellation unless the cancellation has occurred within 48 hours of the room rental start-time.

Large Meeting Room – 2 hour minimum	**$120.00 per hour**
½ Large Meeting Room – 2 hour minimum	**$60.00 per hour**
All Day Large Meeting Room Rental	**$500.00**
Large Conference Room – 2 hour minimum	**$30.00 per hour**
All Day Large Conference Room Rental	**$150.00**

MEETING ROOM AMENITIES FLAT FEE

Basic equipment (microphones, projection screen, etc.)	**$75.00**
Kitchen Area	**$25.00**

DISCOUNTS

Only one discount can be applied at a time. Discounts do not apply to Amenities Flat Fees.

Bedford Resident/Property Owner*	**50% Discount**
Non-Profit group**	**25% Discount**

***Proof of residency or property ownership must be presented.**
****All non-profit groups must present written verification of their non-profit status.**

ORDINANCE NO. 19-

OLD BEDFORD SCHOOL

The City Manager or their designee is authorized to institute discounted fees for promotional events on temporary, as-needed basis.

RENTAL FEES

Monday – Thursday	**8:00 am – 5:00 pm**	**$~~75.00~~125.00/hour**
Monday – Thursday	**5:00 pm – 10:00 pm**	**$~~80.00~~150.00/hour**
Friday & Sunday	**8:00 am – 10:00 pm**	**$~~125.00~~200.00/hour**
Saturday	**9:00 am – 11~~5~~:00 pm**	**$~~150.00~~250.00/hour**
~~**Saturday**~~	~~**5:00 pm – 11:00 pm**~~	~~**$175.00/hour**~~

All rental fees apply to the following rooms (Fitch Auditorium, Gallery I, Gallery II, Board Classroom)

The hourly rate is also available for additional hours for wedding packages or standalone bridal portraits.

Rentals include use of the building, sixteen (16) 60" round tables and one hundred twenty (120) chairs.

Rectangle tables	**$10.00 per table**
30" Round Pub tables	**$10.00 per table**
Bar (4' x 3.5')	**$50.00**

DISCOUNTS

Only one discount can be applied at a time and are not applicable on any Saturday rentals. Discounts do not apply to table or bar rentals.

Non-Profit group*	**10% Discount**
Individual artists or cultural groups	**10% Discount**

***All non-profit groups must present written verification of their non-profit status.**

~~**Arts & Culture Discount: Individual artists or cultural groups will be eligible for a 10% discount on room rental fees and exempt from any applicable audio/visual fees. The discount is not applicable on any Saturday and bookings are made on a first come, first served basis. All other applicable rental contractual obligations must be met.**~~

RENTAL FEES FOR BUSINESS TRAVELERS STAYING AT BEDFORD HOTELS

Monday – Friday 8:00 am – 5:00 pm $300.00/day (all other fees apply. This pricing is not applicable to weekend or non-business events.)

~~**AUDIO/VISUAL EQUIPMENT FEE**~~

~~**Basic equipment (microphones, projection screen, etc.)**~~	~~**$75.00**~~

DEPOSIT

Deposit (For events with 100 or more people~~)~~ or any wedding package)	$500.00
Deposit (For events with 99 or less people)	$200.00

(Deposit will be returned in full after rental if there was no damage and facility was properly cleaned. If cancellation occurs less than thirty (30) days prior to event, then the deposit will not be returned.)

~~CATERING FEES (Groups over 25)~~

~~Preferred Catering List Application Fee~~	~~$25.00~~
~~Preferred Caterer Event Charge~~	~~$50.00/event~~
~~Non-preferred Caterer Event Charge~~	~~$100.00/event~~

GUIDED TOURS

Children's Groups	$2.00 per person
Adult Groups	$5.00 per person
Senior Citizen Groups	$3.00 per person
12 or more	$25.00 per group

WEDDING PACKAGES

Monday – Thursday	$1,500
Friday & Sunday	$2,500
Saturday	$3,500

Includes:
Six (6) rectangular tables
Sixteen (16) 60" round tables
Ten (10) 30' round pub tables
One hundred twenty (120) chairs
Use of 4' x 3.5' bar
Use of audio visual/sound system
One (1) personalized engraved brick
Two (2) hours for scheduled bridal portrait: M-F between 9:00 am – 4:00 pm
Two (2) hours for consultation with rental coordinator (during M-F office hours)
One (1) hour of rehearsal time during M-F office hours
Eight (8) hours for wedding, reception, and clean-up

~~SATURDAY RATES~~

~~PACKAGE A~~ ~~$1,800.00~~
~~Includes: Four (4) rectangular tables~~
~~Seventy-five (75) chairs~~
~~One (1) brick – engraved and placed on walkway~~

~~Time allowed for services, personnel, and use of building:~~

~~Two (2) hours for consultation with rental coordinator (during M-F office hours)~~
~~One (1) hour of rehearsal time during M-F office hours~~
~~Six (6) hours for wedding, reception and clean-up~~
~~Use of audio visual/sound system~~
~~Two (2) hours for scheduled bridal portrait: M-F between 9 am and 4 pm~~

~~PACKAGE B $2,100.00~~
~~Includes: Six (6) rectangular tables~~
~~Sixteen (16) 60'' round tables~~
~~Sixteen (16) White Round Tablecloths~~
~~One hundred thirty (130) chairs~~
~~One (1) brick – engraved and placed on walkway~~
~~One (1) set flute, wine glasses – engraved with gold rim and OBS logo~~
~~Use of audio visual/sound system~~
~~Two (2) hours for scheduled bridal portrait: M-F between 9 am and 4 pm~~

~~Time allowed for services, personnel, and use of building:~~
~~Two (2) hours for consultation with rental coordinator (during M-F office hours)~~
~~One (1) hour of rehearsal time during M-F office hours~~
~~Eight (8) hours for wedding, reception and clean-up~~

~~FRIDAY AND SUNDAY RATES~~

~~PACKAGE A $1,500.00~~
~~Includes: Four (4) rectangular tables~~
~~Seventy-five (75) chairs~~
~~One (1) brick – engraved and placed on walkway~~

~~Time allowed for services, personnel, and use of building:~~
~~Two (2) hours for consultation with rental coordinator (during M-F office hours)~~
~~One (1) hour of rehearsal time during M-F office hours~~
~~Six (6) hours for wedding, reception and clean-up~~
~~Use of audio visual/sound system~~
~~Two (2) hours for scheduled bridal portrait: M-F between 9 am and 4 pm~~

~~PACKAGE B $1,800.00~~
~~Includes: Six (6) rectangular tables~~
~~Sixteen (16) 60'' round tables~~
~~Sixteen (16) White Round Tablecloths~~
~~One hundred thirty (130) chairs~~
~~One (1) brick – engraved and placed on walkway~~
~~One (1) set flute, wine glasses – engraved with gold rim and OBS logo~~
~~Use of audio visual/sound system~~
~~Two (2) hours for scheduled bridal portrait: M-F between 9 am and 4 pm~~

~~Time allowed for services, personnel, and use of building:~~
~~Two (2) hours for consultation with rental coordinator (during M-F office hours)~~
~~One (1) hour of rehearsal time during M-F office hours~~
~~Eight (8) hours for wedding, reception and clean-up~~

ADDITIONAL OPTIONS
~~Use of audio visual/sound system $75.00~~

~~Scheduled bridal portrait:~~
~~A. M-F between 9 am and 4 pm $75.00 per hour~~

~~B. Other hours as scheduled~~	~~$150.00 per hour~~
Purchase of brick	$200.00~~50.00~~ each
~~Purchase of flute, wine glasses~~	~~$25.00 per set~~
~~Additional chairs~~	~~$1.50 each~~
Cleaning Service	$300.00~~250.00~~ per event

~~WEDDING DEPOSIT~~

~~Deposit~~	~~$500.00~~

~~(Deposit will be refunded either in full or in part after rental pending inspection of facility for damages and proper cleaning.)~~

ORDINANCE NO. 19-

POLICE DEPARTMENT

ALARMS

Residential Permit fee	$50.00 annual fee
Business Permit fee	$100.00 annual fee

FALSE ALARM FEE

First 3 False Alarm Calls	No Fee
4th & 5th Alarm Calls	$50.00/per call
6th & 7th Alarm Calls	$75.00/per call
8th and above Alarm Calls	$100.00/per call

(All calls will be calculated within a twelve (12) month period)

SOLICITORS PERMIT

Intrastate	$35.00
Interstate, publication and non-commercial solicitors	no fee charged

HANDBILL DISTRIBUTION PERMIT

Permit fee	No charge

FINGERPRINTING FEE

Residential Charge per card	$10.00
Non-Residential Charge per card	$15.00

ORDINANCE NO. 19-

RECREATION DEPARTMENT

The City Manager or their designee is authorized to institute discounted fees for promotional events on temporary, as-needed basis.

PAVILION RENTAL DEPOSIT

Monday – Sunday	
Damage & Clean Up Deposit	$100.00
(Due at the time rental is made)	

LAKE PAVILION

September – April Rental	
Full Pavilion Rental	$200.00 for 6 hours
Half Pavilion Rental	$125.00 for 6 hours
Non-resident	$20.00 more/rental
May – August Rental	
Full Pavilion Rental	$250.00 for 6 hours
Half Pavilion Rental	$145.00 for 6 hours
Non-resident	$20.00 more/rental

CORPORATE PAVILION

September – April Rental	
Full Pavilion Rental	$125.00 for 6 hours
Non-resident	$20.00 more/rental
May – August Rental	
Full Pavilion Rental	$145.00 for 6 hours
Non-resident	$20.00 more/rental

PLAYGROUND PAVILION

September – April Rental	
Full Pavilion Rental	$125.00 for 6 hours
Non-resident	$20.00 more/rental
May – August Rental	
Full Pavilion Rental	$145.00 for 6 hours
Non-resident	$20.00 more/rental

CENTRAL PARK PAVILION

September – April Rental	
Full Pavilion Rental	$100.00 for 6 hours
Non-resident	$20.00 more/rental
May - August Rental	
Full Pavilion Rental	$125.00 for 6 hours
Non-resident	$20.00 more/rental

ORDINANCE NO. 19-

BEDFORD SPLASH: SWIMMING

	Residents	Non-Residents
Adult (18-64)	$6.50	$8.00
Senior (65 and older)	$5.50	$7.00
Children (3-17)	$5.50	$7.00
Infant (2 and under)	Free	Free
Season Pass		
Individual	$50.00	$100.00
Family (up to 4 people)	$175.00	$350.00
Additional family members	$25.00	$25.00 per person

The City Manager or their designee is authorized to institute discounted fees for promotional events on temporary, as-needed basis.

Day Care Rates	$6.00 per child
(1:8 ratio, with every 8 children admissions purchased, one adult admission is free)	
Group Rates	
Groups of 20 or more	$5.50 per person
(residents and non-residents, no age limit)	

ROY SAVAGE POOL: SWIMMING

Resident and Non-Resident	$1.00

PRIVATE PARTY RENTAL

2 hour rental after hours	
Without slides	$400.00
With slide or Pro Bowl	$450.00
With both slide and Pro Bowl	$500.00
Non-Resident Facility Rental	$20.00 more per rental
Weekday Rentals	
Cabana Rental	$45.00 per hour
Pavilion Rental	$35.00 per hour
Non-resident fee	$20.00 more per rental
(includes 10 guest free admission)	
Weekend Rentals	
Cabana Rental	$65.00 per hour
Pavilion Rental	$60.00 per hour
Non-resident fee	$20.00 more per rental
(includes 10 guest free admission)	

ROY SAVAGE POOL PRIVATE PARTY RENTAL

2-hour rental after hours	
1-70 (maximum capacity) people	$155.00

ORDINANCE NO. 19-

GYM RENTAL

September – April Rentals	
Full Court	**$48.00 per hour**
Non-resident fee	**$20.00**
Half Court	**$33.00 per hour**
Non-resident fee	**$20.00**

After hour rentals require a 2 hour minimum for full court. No half court rentals after hours.

Non-athletic gym rental (entire gym) (minimum of 2 hours)	**$88.00 per hour**
May - August Rentals	
Full Court	**$58.00 per hour**
Non-resident fee	**$20.00**
Half Court	**$43.00 per hour**
Non-resident fee	**$20.00**

After hour rentals require a 2-hour minimum for full court. No half court rentals after hours.

Non-athletic gym rental (entire gym) 2 hours)	**$98.00 per hour (minimum of**
Deposit Damages back charges	
Broken Ceiling Tile	**$20.00 per tile**
Broken Window	**$50.00 per window**

MEMBERSHIP IDENTIFICATION CARDS

Senior Non-resident	**$32.00**
Senior Resident	**$20.00**
Adult Resident	**$26.00**
Youth Resident	**$12.00**
Adult Non-Resident	**$122.00**
Youth Non-Resident	**$26.00**
Replacement Card	**$7.00**
Daily Pass	**$7.00**
Forgotten Card Fee	**$3.00**

WEIGHT ROOM MEMBERSHIPS

Yearly membership, required to have a membership ID card

Adult Resident (optional)	**$127.00 per year/ includes ID card**
Adult Resident	**$17.00 per month + ID charge**

Senior Resident (optional)	$82.00 per year/ Includes ID card
Senior Resident	$12.00 per month + ID charge
Adult Non-Resident (optional)	$202.00 per year/ Includes ID card
Adult Non-Resident	$22.00 per month + ID charge
Senior Non-Resident	$122.00 per year/ Includes ID card
Senior Non-Resident	$17.00 per month + ID charge

ROOM RENTALS

September – April Rentals	
One Room	$38.00 per hour
Two Rooms	$48.00 per hour
Three Rooms	$58.00 per hour
Non-Resident Fee	$20.00
Deposit required on all rentals at the time of booking	$100.00

May – August Rentals	
One Room	$48.00 per hour
Two Rooms	$58.00 per hour
Three Rooms	$68.00 per hour
Non-Resident Fee	$20.00
Deposit required on all rentals at the time of booking	$100.00

HOCKEY RINK

Rink Rental	$23.00 per hour
Non-resident fee	$20.00

SENIOR CENTER

Membership Fee – Bedford Resident	$5.00 per year
Membership Fee – Residents of Cities other than Bedford	$10.00 per year

RECREATION CLASS FEES:

Unless otherwise noted in the Recreation Department Fee schedule: All programs and classes will incur an additional $5.00 fee per person per program and/or class for Non-Residents.

SWIM LESSONS

8 – 40 minute classes(Resident)	$60.00
8 – 40 minute classes(Non-resident)	$65.00
8 – 30 minute private lessons	$225.00
4 – 30 minute private lessons	$150.00

AQUATIC FITNESS CLASSES

Adult Water Walking	$7.00
Season Pass	$60.00
Season Pass after July 4	$30.00
Water Aerobics	$37.00 per session

ORDINANCE NO. 19-

Deep Water Dynamics	$37.00 per session
Aqua Tabata	$37.00 per session
H2O/Aqua Pilates	$37.00 per session
Aqua Pilates	$26.00 per session
River Robics	$26.00 per session
Combo Class	$64.00 per session
50 and Better Water Aerobics	$10.00 per session
Aquatic Boot Camp	$10.00 per class

AMERICAN RED CROSS CLASSES

	Residents	Non-Residents
Cat and Dog First Aid	$37.00	$42.00
Babysitter's Training	$75.00	$80.00
Adult First Aid/CPR/AED	$75.00	$80.00
FA/CPR/AED Instructor's Course	$255.00	$260.00
Lifeguard Instructor's Course	$255.00	$260.00
CERTIFIED POOL OPERATOR COURSE	$255.00	$260.00

YOGA FOR SENIORS

4 classes	$42.00

BALLET/TAP AND JAZZ/HIP HOP

4 classes	$44.00

SENIOR CENTER DANCE $6.00 per person

QI GONG KUNG FU

Adults	$82.00
Kids	$77.00
Adults Advanced	$152.00
Tai Chi (1x week)	$54.00
Tai Chi (2x week)	$94.00

YOU CAN PAINT – ADULTS

Class	$22.00
Paint supply fee	$20.00

DOG OBEDIENCE

Group 8 weeks	$97.00

8/3 FITNESS PERSONAL TRAINING

One 1-hour session	$50.00
Three 1-hour sessions	$120.00
Twelve 1-hour sessions	$450.00
Twenty-four 1-hour sessions	$800.00

ORDINANCE NO. 19-

8/3 FINESS BOOT CAMP

1 month	$65.00

VIGOUR YOUTH FITNESS FUN

1 month	$120.00

VALENTINE'S DANCE

All-inclusive - includes 1 picture, flowers, dance	$14.00 per individual or $22.00 per couple

EASTER

Includes egg hunt, activities, photo with the Easter Bunny, and snack	$10.00 per person

FULL DAY- DAY CAMP

Application fee for campers	$52.00 and $27.00 per additional child per family
Weekly rate if paid after Wednesday of previous week	$130.00
Weekly rate if paid prior to opening of Day Camp session	$115.00
Weekly rate if paid by Wednesday prior to camp start	$125.00

OTHER

All other recreation programs, services, special events and private lesson fees will vary and be set by contractors with staff approval.

LEAGUES

Kickball League	6 Games	$150.00
Basketball League	8 Games	$200.00

Will offer an early bird special on all leagues

SWIM TEAM

Summer season	$115.00 + applicable State & Regional TAAF dues

Includes TAAF membership, regional fees, caps, lifeguard on duty and coaches

ATHLETIC FIELDS

Practice Field Reservation	
January – August	$40.00 per hour
September – December	$45.00 per hour
Tournament Field Reservation	$350.00 per day

(Includes field preparation and field lighting for each day. Subject to approval based on field availability and staff schedules.)

Concession Fee	5% of gross sales

ORDINANCE NO. 19-

STREET DEPARTMENT

BARRICADES

Rental Deposit	$100.00 (refunded after all equipment returned)
Replacement Costs:	
A-Frame Panels	$100.00 each
Vertical Panels	$75.00 each
Traffic Cones	$35.00 each
Traffic Barrels	$90.00 each

WATER DEPARTMENT

WATER DEPOSIT

Residential	$90.00
Fire Hydrant Meter Deposit	$2,000.00
Commercial	$300.00 or an amount equal to 2 times the City monthly average for commercial users; after the 3rd bill, a monthly average for that user will be determined. Then deposit required will be equal to 2 months of the calculated monthly average for that user. Overpayments will be credited and underpayment will be due.
Apartments	$35.00 per unit

In lieu of cash, a bond may be used for multi-unit dwelling deposit requirements. A bond tendered pursuant to this provision must be issued by a surety licensed to do business in the State of Texas, be in a form approved by the city attorney and have a term of not less than one year.

Sprinkler Meters, Commercial only	$1,000.00
SERVICE CHARGE (read meter-account set-up)	$10.00
ACCOUNT TRANSFER FEE	$15.00
CLEAN & SHOW SERVICE FEE	$25.00
24-48 HOUR INSPECTION FEE	$25.00
Reduced Pressure Zone Certification Test Fee	$25.00 per test
Water Tap Abandonment Fee	$600.00

Sewer Tap Abandonment Fee	**$600.00**

SEWER TIE-IN FEE

4" tap on a 6"- 12" line (1-7 feet deep)	**$1,800.00**
4" tap in a 6"-12" line (over 7 feet deep)	**$1,800.00 plus an additional $250.00 per foot**
4" tap on main larger than 12"	**Actual cost**

If boring under a road is required, there will be a minimum charge of $350.00 plus actual cost for bore. Cost of concrete, asphalt or landscape repairs will be done on a case-by-case basis.

MANHOLES

Manhole (1' – 6' feet deep)	**$5,000.00**
Manhole (7' or deeper)	**$5,000.00 plus an additional $250.00 per foot**

CUT-OFF FEE	**$30.00**
LATE PAYMENT FEE	**10% of balance with a minimum fee of $5.00**

(Senior 65 and older are exempt from late payment fees.)

AFTER HOURS TURN-ON	**$50.00**

METER TESTING FEE (per Customer Request)

METER ¾"	**$80.00**
METER 1"	**$80.00**
METER 1 ½" - 2"	**$160.00**
METER 3" and Larger	**(quote upon request)**

(Meter testing fees will only be charged to customers where meter test results are determined to be accurate by 98.5% to 101.5%. Testing charges will be refunded back to the customer should test results fall below 98.5% or above 101.5%)

WATER TIE-IN FEE (Tap and service only)

METER 3/4"	**$1,100.00 f**
METER 1"	**$1,100.00**
METER 1.5"	**$2,100.00**
METER 2"	**$2,100.00**

¾", 1", 1 ½" and 2" service lines not to exceed 20 ft. Service lines in excess of 20 ft. @16.00 per ft.

If boring under a road is required, there will be a minimum charge of $350.00 plus actual cost for bore. Cost of concrete, asphalt or landscape repairs will be done on a case-by-case basis.

REPLACE BROKEN ANGLE STOPS

ANGLE STOP ¾”	$100.00
ANGLE STOP 1”	$175.00
ANGLE STOP 1 ½”	$350.00
ANGLE STOP 2”	$415.00
ANGLE STOPS 3” and Larger	(quote upon request)

RESIDENTIAL METERS, ENDPOINT, AND METER BOXES

METER ¾”	$200.00
METER 1”	$240.00
METER 1 ½”	$555.00
METER 2”	$735.00
ENDPOINT	$265.00
METER BOX ¾” & 1”	$160.00
METER BOX 1 ½” & 2”	$250.00

Cost for replacement of broken meters and boxes will be determined based on actual cost of installation.

Cost of meters and meter boxes, 3” and larger, will be determined based on actual cost.

Water usage for Fire Hydrant Meters:

Base rate Water Rate Ordinance.	Set by the
Usage rate Water Rate Ordinance.	Set by the
Water Purchased by the load	$25.00/1,000 Gals

GREASE TRAP/INTERCEPTOR PERMIT (annually)	$75.00
LIQUID WASTE TRANSPORTER PERMIT (annually)	$240.00 first vehicle $130.00 each additional vehicle

STATE MANDATED ANNUAL INSPECTIONS (Hospitals, apartments, nursing and long-term care homes, daycares, dental offices, convenience stores with fountain drink stations, food establishments, car washes, animal care centers, etc.)

ORDINANCE NO. 19-

GREASE/GRIT TRAPS	**$50.00 per inspection**
BACKFLOW DEVICE INSPECTION	**$35.00 per device per inspection**
CROSS CONNECTIONADMINISTRATION FEE	**$50.00 if a cross connection is found during inspection**

SECTION 2. **This Ordinance shall be and is hereby declared to be cumulative of all other Ordinances of the City of Bedford, and this Ordinance shall not operate to repeal or affect the Code of Ordinances of the City of Bedford or any Ordinances except insofar as the provisions thereof might be inconsistent or in conflict with the provisions of this Ordinance, in which event such conflicting provisions, if any, in such Code or Ordinance are hereby repealed.**

SECTION 3. **That should any provision of this Ordinance be held invalid or unconstitutional, the remainder of such Ordinance shall not be deemed to effect the validity of any other provision of said Ordinance.**

SECTION 4. **That this ordinance shall take effect immediately from and after its passage and publication in accordance with the laws of the State of Texas and the Charter of the City of Bedford.**

PRESENTED AND PASSED on this 11th day of June 2019, by a vote of ___ ayes, ___ nays and ___ abstentions, at a regular meeting of the City Council of the City of Bedford, Texas.

_____
Jim Griffin, Mayor

ATTEST:

_____
Michael Wells, City Secretary

APPROVED AS TO FORM:

_____
Stan Lowry, City Attorney

AGENDA

Council Agenda Background

PRESENTER: Cissy Sylo, P.E. CFM
Director of Capital Projects

DATE: 06/11/19

Council Mission Area: Be responsive to the needs of the community.

ITEM:

Consider a resolution authorizing the City Manager to execute a Construction Manager-at Risk contract with Steele & Freeman, Inc of Fort Worth Texas, for pre-construction and estimating services for the new multi-generational building and park located at Boys Ranch Park, in the amount not to exceed, Zero dollars and Zero cents ($0.00).

City Attorney Review: Yes

SUMMARY:

This item is to approve a contract for a Construction Manager-at-Risk for the Boys Ranch – Phase Next project. This contract is for pre-construction services only. The contract is for zero dollars and zero cents ($0.00) which is the standard fee for these services by this construction manager-at-risk.

BACKGROUND:

On November 27, 2018, the City Council authorized the execution of professional services agreements with Oxley William Tharp Architects (OWT), for design services for a multi-generational building in the amount not to exceed $3,159,200; Halff & Associates (HAI) for design services for the civil engineering and park recreational amenities in the amount not to exceed $$1,897,500.00; and CMJ Geotechnical Services for geotechnical engineering services in the amount not to exceed $49,000; located at the Boys Ranch Park – Phase Next. On January 22, 2019, the City Council approved the use of the Construction Manager-At-Risk (CMR) service delivery method to build the Boys Ranch Park Next project.

On March 10 and March 17, 2019, the City advertised a two-step CMR selection process as shown in the attached document (Attachment 1). In order to improve communication and transparency during the process, staff posted all Request for Qualifications (RFQ) documents, amendments, sign-in sheets, questions regarding the process, etc. for both the respondents and community regarding the process.

A non-mandatory meeting was held on March 18 at the former library building with all interested parties. Questions regarding the RFQ and project were answered by City staff, including Public Works, Parks, and Phase Next staff present at the meeting. The deadline to ask questions regarding the RFQ was Friday, March 22, 2019. Answers to all questions were sent via email to all respondents and posted on the City's website. Due to a cyberattack on one of the proposed respondents the day before the original deadline, the due date was postponed until April 22, 2019. All respondents were notified via email, telephone and amendment to the RFQ process.

The deadline for the RFQ for "Step One" were submitted to the City on Monday, April 22 at 8:30 a.m. A total of 15 respondents submitted RFQs for the CMR "Step One" process. One RFQ was not opened due to missing the 8:30 a.m. deadline for submittal. The remaining 14 respondents were scored in accordance to the criteria established in the RFQ by a committee of staff consisting of City Manager Brian Bosshardt, Assistant City Manager Cliff Blackwell, Park Superintendent Don Henderson, Principal at OWT Jim Tharp, and Capital Projects Director Cissy Sylo. A total of five firms were short listed in accordance with the state statutes for interviews. Interviews were held on May 17, 2019. The RFQ stipulated the terms of the interview for the contractor and the City in advance. The interview

panel included Councilmember Roger Fisher and the staff members of the "Step One" of the selection process. The following firms were interviewed during the "Step Two" from the short-list, in alphabetical order: AECOM/Hunt, Byrne, CORE, Lee Lewis, and Steele & Freeman.

In accordance with the Texas Government Code Chapter 2269 Subchapter F. Sec. 2269.253 Steele & Freeman was selected as the most qualified firm through the RFQ process. If approved, Steele & Freeman will work with staff and the consultant team to provide a review of the architectural and civil engineering plans to provide estimates at each of the design development phases. Additionally, they will provide construction estimates throughout the pre-construction document phase and construction document phase. The CMR will provide bid package and bid solicitation review during the construction documents phase. Steele & Freeman does not charge for the pre-construction services. Their philosophy is this service is essential to delivering a successful project and is integral to the design and construction stages. They will run as many estimates and construction options, etc. to make value-based decisions. This is a significant value to the City and Phase Next.

At the end of the pre-construction services, Steele & Freeman, Inc. will prepare a Guaranteed Maximum Price (GMP) for the project. The GMP will be presented to the City Council for approval at a later date; however, the fee for the CMR will be based on the GMP. These fees were established during the CMR selection and negotiation process. The fees will be within the contract addendum established during the GMP for the project.

Steele & Freeman was formed in 1979 and has 64 employees. Michael D. Freeman is the company's President and majority owner. They have a bonding capacity of $200,000,000 for a single project and total bonding capacity in excess of $400,000,000. Steele & Freeman have completed a number of other projects in the towns of Trophy Club and Flower Mound, the cities of Roanoke and Arlington, to name a few. Ninety percent of their annual revenue is from public projects. They have a long-term relationship with the architect, OWT and civil engineer, HAI.

The average experience of the project team member is 30 years. All the team has extensive park experience with senior center, municipal, and other similar facilities. The senior project manager is Brian Hennington, an architect who previously worked at the City of Arlington managing similar projects to the Boys Ranch Park – Phase Next prior to joining Steele & Freeman. He managed numerous other projects with Steele & Freeman in other cities similar to Phase Next and will bring expertise to the project. Project Manager Mike Lessman has 28 years' experience in construction on numerous recreation, fitness and wellness projects including gyms, outdoor multi-use fields, parks, theaters, aquatics and meeting rooms. His additional experience on the team also will be of great value to the team.

The field team will be led by Superintendent Sam Wethington (on site 100%) under the supervision of Senior Superintendent AJ Thomas, who has experience working with the City on the Boys Ranch site and nearby municipalities. Senior Cost Analyst Blair Swing will provide preconstruction services along with Executive Vice President Darrell Benton and the remainder of the entire team. This diverse group of expertise during preconstruction is anticipated to bring cost savings to the project in both time and money. Post construction, Steele & Freeman was the only firm interviewed that had a single person dedicated to post construction issues. Darin Whitlock will be dedicated to the post-construction manager. During the reference checks, it was determined that this is one of Steele & Freeman's strongest strengths compared to many of their competitors. They do not consider their warranty over after the two maintenance bonds, but their relationship will extend 10-20 years afterwards in ensuring the project was correctly constructed and the customer is satisfied with the work performed. Reference checks on Steele & Freeman also revealed that difficult projects are one of their strengths and finding solutions to construction issues in an economical manner are one reason municipalities continue to re-hire them.

There were no issues in negotiating the contract language with Steele & Freeman. The only contract language that was negotiated was in the favor of the City regarding warranty, which was updated prior to the final version. As an informational point, the contract (Section 2.1.5.1.1) includes acknowledgement by the CMR that the maximum construction budget, including all soft costs and contingencies are $60,000,000.

One issue that has been discussed by Council is the issue of self-performance of the contract. Under Section 6.10.3 *Owner acknowledges that Construction Manager may propose that affiliated entities*

of the Construction Manager perform varies scopes of work on the Project. Owner agrees that such affiliated entities shall have the opportunity to compete for the respective scopes of work and, should the owner determine that such an affiliated entity is the lowest responsible bidder and would provide the best value, that work performed by such an affiliated entity shall be as a subcontractor and not as though the work were self-performed by Construction Manager for all purposes except those set forth in Article 8. Construction Manager represents that these affiliated entities have the requisite skill, experience and ability to satisfactorily perform the proposed scopes of work. **Steele & Freeman will also test price with subcontractors before bidding out the project. They maintain pricing by buying out the job within 30 days to lock in prices. Steele & Freeman does not "self-perform" work that is normal to many other CMR firms. They do not self-perform painting, concrete work, etc. that many of the other firms the City interviewed. They may do "administrative" clean up type of "self-performance" as a CMR, but typically that is the only type of work Steele & Freeman will self-perform, which is one issue that was expressed by Council previously during this process.**

Based on the RFQ process, selection committee recommends Steele & Freeman, Inc. of Fort Worth Texas as the CMR for the Boys Ranch Park – Phase Next project as the most qualified firm.

RECOMMENDATION:

Staff recommends the following motion:

Approval of a resolution authorizing the City Manager or his designee to execute a Construction Manager-at Risk contract with Steele & Freeman, Inc. of Fort Worth Texas, for pre-construction and estimating services for the new multi-generational building and park located at Boys Ranch Park, in the amount, not to exceed, Zero dollars and Zero cents ($0.00).

FISCAL IMPACT:

N/A

ATTACHMENTS:

Resolution
RFQ 19-02 for CMR for Boys Ranch Park
AIA Form A133-2009 Unmarked Version
AIA Form A-133-2009 Markup Version
AIA Form A201-2017 Unmarked Version
AIA Form A201-2017 Markup Version

AGENDA

RESOLUTION NO. 19-

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A CONSTRUCTION MANAGER-AT RISK CONTRACT WITH STEELE & FREEMAN, INC OF FORT WORTH TEXAS, FOR PRE-CONSTRUCTION AND ESTIMATING SERVICES FOR THE NEW MULTI-GENERATIONAL BUILDING AND PARK LOCATED AT BOYS RANCH PARK, IN THE AMOUNT NOT TO EXCEED, ZERO DOLLARS AND ZERO CENTS ($0.00).

WHEREAS, the City Council of Bedford, Texas has determined that providing a construction manager-at-risk is necessary to be responsive to the needs of the community; and,

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

SECTION 1. hat the findings above are found to be true and correct, and are incorporated herein in their entirety.

SECTION 2. That the City Manager is authorized to enter into a contract with Steele & Freeman, Inc. of Texas, for the Construction Manager-At-Risk for Boys Ranch Park – Phase Next.

PRESENTED AND PASSED this 11th day of June 2019 by a vote of __ ayes, __ nays, and __ abstentions, at a regular meeting of the City Council of the City of Bedford, Texas.

_____
Jim Griffin, Mayor

ATTEST:

_____
Michael Wells, City Secretary

CITY OF BEDFORD

REQUEST FOR QUALIFICATIONS (RFQ)
FOR
CONSTRUCTION MANAGER-AT-RISK (CMR) SERVICES
FOR THE CONSTRUCTION OF BOYS RANCH PARK – PHASE NEXT
RFQ NO. 2019-002

The City of Bedford will accept Request for Qualifications (RFQ) for **Construction Manager-At-Risk (CMR) Services** for **Construction of Boys Ranch Park - Phase Next** for a Multi-Generational Facility including Indoor Aquatics Facility; Outdoor Aquatics Facility; Sports Fields; associated amenities and associated site work until **2:00 P.M. local time on April 8, 2019**. All submittals and RFQ should be delivered to:

City of Bedford
Attn: Cissy Sylo, P.E. CFM
Capital Projects Manager
2000 Forest Ridge Drive
Bedford, Texas 76021

DATE OF ISSUE:

Qualification submittal packets shall be plainly marked on outside of a sealed envelope as follows:

CONSTRUCTION MANAGER-AT-RISK FOR:
CONSTRUCTION OF BOYS RANCH PARK – PHASE NEXT
RFQ NO. 2019-002
ATTENTION: CISSY SYLO, P.E. CFM
DO NOT OPEN UNTIL: 2:00 P.M. ON APRIL 8, 2019
CITY HALL - BUILDING B: CONFERNCE ROOM B

Any qualification packets received later than the specified time, whether delivered in person or by mail, will not be accepted, and shall be returned unopened.

The City of Bedford reserves the right to waive any informality and to reject any or all qualifications/proposals and to waive minor formalities and irregularities.

The City of Bedford appreciates your time and effort in preparing a response. Please note that all submissions must be received at the designated location by the deadline shown. *Submissions will be publicly opened, and the names of the offerors will be read aloud, on the due date and time at the City of Bedford, City Hall – Building B – Conference Room B, 2000 Forest Ridge Drive, Bedford Texas 76021. Submissions received after the deadline will not be considered for the award of the contract and will be returned unopened.* No modification to this RFQ NO. 2019-002 or the resulting submissions will be considered bona fide unless such modifications are made in writing. Any oral modification must be followed in writing.

A qualified Construction Manager at Risk (CMR) will be chosen in a two-step process to work alongside the Boys Ranch Park – Phase Next Architect and/or Civil Engineer/Landscape Architect for the construction of the Boys Ranch Park – Phase Next located in Bedford, Texas. The selection will be determined solely by the City of Bedford, Texas. However, the Architect will be on the interview panel. The City will select the RFQ submitted that provides the best value to the City. The CMR will provide construction services at a contracted fee.

1. PROJECT DESCRIPTION

The project design team is begin led by Oxley Williams Tharp Architects (OWT) and Halff & Associates (HAI). The Boys Ranch Park – Phase Next Project (Project) consists of an approximately 76,000 square foot multi-generational recreational building, including approximately 14,000 square foot indoor aquatics facility within the multi-generational facility, including furnishings, fixtures, and equipment, approximately 900 parking spaces throughout the site; demolition of the existing buildings and park facilities; construction of approximately 50,000 square foot outdoor aquatic center; baseball complex with concessions and restrooms; outdoor basketball courts; walking trails; restroom facilities; covered picnic pavilions; playgrounds; sports facilities; drainage improvements; and associated site improvements generally located north of the existing lake on the 68-acre property located generally at the southwest intersection of Harwood Road and Forest Ridge Drive.

The multi-generational recreational structure will likely be two-story and of conventional steel and/or masonry construction. Various options for heating and air conditioning systems will be considered. The program for the building may include a recreational center, gymnasium, senior center areas, indoor aquatics, banquet/performance hall, administrative areas, multi-purpose event areas, restrooms, offices and meeting

rooms. The Architect will further develop the program with the Owner.

The current site plan for the project is shown on the following page. Not all amenities shown on the current site plan may be built within the current budget. Prioritization of the community needs is anticipated to be presented by the OWT and HAI team at the March 26, 2019 City Council Work Session. The address of the current Boys Ranch Activity Center is 2801 Forest Ridge Drive, Bedford Texas 76021.

Prior to filing out a response, the Proposer shall examine the site(s) of the work to satisfy itself as to the conditions which will be encountered relating to the character, quality, and quantity of the work to be performed and materials and equipment required. The filing of a response by the Proposer shall be considered evidence that it has complied with these requirements.

The scope of services for the project is intended to provide a complete and useable facility for the City of Bedford which can be put into operation immediately after acceptance by the City.

CITY OF BEDFORD
Discover the Center

Parking	
Existing:	534 Spaces
Proposed:	715 Spaces

Boys Ranch Community Park
Phase Next - Concept B
April 2018

Kimley»Horn

2. PROJECT FUNDING

The City has a total budget of approximately $60,000,000 for this PROJECT which includes all FF&E (fixtures, furniture, and equipment); professional services fees and soft costs; construction costs including CMR costs; and all contingencies.

3. ANTICIPATED CONSTRUCTION SCHEDULE

Anticipated Construction Start: Fall 2019/Spring 2020
Anticipated Construction Completion: Summer 2022

4. CMR SCOPE OF WORK, AND ANTICIPATED CMR SCHEDULE:

The City invites the submittal of responses to this Request for Construction Manager at Risk (CMR) Request for Qualifications (RFQ) from firms who can adequately demonstrate they have the **resources, experience, and qualifications** necessary to provide "Construction Management at Risk" services in connection with the design, pre-construction services, and construction of the Boys Ranch Park – Phase Next. The following project narratives are to assist you in responding to this request for RFQ.

The City will evaluate the submittals and will select the highest-ranking submittal pursuant to the criteria outlined herein. The Request for Qualifications (RFQ) received will be **one part** of the selection process utilized by the City, together with an interview as needed, to determine if a consulting contract shall be pursued. After the City selects the highest-ranking Construction Manager at Risk (CMR), the City will attempt to negotiate a contract with the CMR for performing pre-construction services and general construction of the project. However, the City reserves the right to terminate its negotiations with the CMR in writing if it appears to the City that the negotiations will not result in the execution of a contract. In such event, the City will select the next highest ranking CMR and attempt to negotiate a contract with that CMR, and so on and so forth until the City has successfully negotiated a contract with a selected CMR.

A. A **Non-Mandatory** Pre-RFQ Conference will be held from 10:00 AM to 11:00 AM, Monday, March 18, 2019 at the Bedford Former Library Building 1805 L. Don Dodson Drive 76021. The purpose of the meeting is to discuss this solicitation and answer questions. Attendance is not mandatory; it is however, recommended.

B. The last day for questions/clarifications from prospective Proposers is on Friday, March 22, 2019 at 2:00 PM CST. All questions/clarifications should be emailed to cissy.sylo@bedfordtx.gov prior to the deadline. Answers will be posted on the

city's website for all proposers as an addendum. All addendum will be posted on the city's website: https://www.bedfordtx.gov/bids.aspx. *The addendum must be signed and included in the RFQ response to be considered a responsive RFQ.*

C. The selected CMR Contractor will provide Pre-Construction Services including Constructability Reviews, Value Engineering Recommendations and Estimating Services Fees to review during the various phases of the design process.

D. Once the construction documents are completed, the selected CMR Contractor will provide a **Guaranteed Maximum Price (GMP)** and construction performance period for each of the proposed three major phases of the work and all work combined. The contractor may propose to alter the proposed phasing of work as part of their work plan. This GMP will be inclusive of Value Engineering and Estimating Services fees, General Conditions, Construction Manager's Fee, bonds, insurance, and other agreed upon costs; including the City's General Contingency Allowance. The total project cost is anticipated to be approximately $**60,000,000.00.**

E. The City reserves the right to disqualify any submittal without cause. By submission of a response, Proposers waive any rights to make a claim against the City, its employees, agents and consultants related in any way to the submission of the proposal or the Owner's disqualification of the proposal as a result.

F. For purposes of this Request for Qualifications (RFQ), the successful respondent will enter into a Construction Manager at Risk Agreement ("Agreement") with the Owner. AIA Document A133™-2009 and the AIA Document A201™-2017, Standard form of Agreement between Owner and Construction Manager as Constructor where basis of payment is the Cost of Work Plus a Fee with a Guaranteed Maximum Price, and General Conditions for the Contract for Construction, respectively, as modified for this project. The finalized and signed Agreement and Conditions will include such language and modifications as proposed by the City of Bedford, Texas. The Owner reserves the right to not enter into a contract with any respondent if it so chooses.

4.F.1. Copies of the modified AIA Document A133™-2009 and modified AIA Document A201™-2017 are posted on the city's website for the Proposer's review prior to submittal of the RFQ.

G. The Geotechnical Engineering Study for Boys Ranch - Phase 1 Park Improvements Bedford Texas presented to City of Bedford dated September 2012 Project No. 974-12-11 from CMJ Engineering, Inc dated 9/24/12 and Amendment dated 10/12/12 are available on the city's website at https://www.bedfordtx.gov/bids.aspx to assist in preparation of this RFQ. These reports were prepared prior to the construction of the improvements for the Lake and other picnic pavilion amenities in 2012.

H. Payment and performance bonds will be required of the CMR for the entire project construction budget. If a fixed contract amount or guaranteed maximum price has not been determined at the time the contract is awarded, the penal sums of the performance and payment bonds delivered to the City must each be in an amount equal to the project construction budget, as specified in this document. The CMR shall deliver the bonds to the City not later than the 10th day after the date the CMR executes the contract unless the CMR furnishes a bid bond or other financial security acceptable to the City to ensure that the CMR will furnish the required performance and payment bonds when a guaranteed maximum price is established.

I. The scope of services for the project is intended to provide a complete and useable facility for the City of Bedford which can be put into operation immediately after acceptance by the City. The following describes the anticipated services expected during design and construction:

- Provide Pre-Construction Services including schematic and design development cost estimating & value engineering. Meet with City Staff and the consultant team to gain a detailed understanding of the project requirements and general parameters under which the project will be designed and constructed.
- Manage the Guaranteed Maximum Price (GPM) Documentation.
- Establish budget by bid package for design phases.
- Prepare, execute & manage contractor/sub-contractor bid or proposal packages.
- Conduct pre-bid meetings.
- Conduct Pre-construction meetings with all sub-contractors.
- Conduct award of contracts/purchase orders.
- Provide coordination and management of sub-contractors.
- Conduct progress and coordination meeting with on-site trade foremen or superintendents.
- Conduct meetings with the CITY's representative and ARCHITECT to review construction progress, scheduling, conflict resolution, etc.
- Review and process all pay request applications by the sub-contractors.
- Summarize monthly reports.
- Provide change order and contingency funds control.
- Establish and maintain a Quality Control and Quality Assurance program.

- Supervise, direct, and manage the complete construction of the project.
- Track construction costs and maintain detailed construction cost records.
- Review and process shop drawings and other submittals.
- Establish, monitor, and update a construction scheduling system; to be updated every two weeks.
- Develop, manage and monitor comprehensive safety program for the Project.
- Provide for temporary job site facilities and services.
- Provide accounting functions.
- Provide jobsite security functions and control site access.
- Provide post-construction services, including implementation of close-out procedures.
- Provide value engineering.
- Maintain and provide as-built information to ARCHITECT and/or ENGINEER for preparation of record drawings.
- Provide Warranty walk-through to occur one-year after project completion.
- Other services as deemed appropriate by the CITY.

5. CONSTRUCTION MANAGER AT RISK SELECTION SCHEDULE

• Request for Qualifications (RFQ) First Advertisement	March 10, 2019
• Request for Qualifications (RFQ) Second Advertisement	March 17, 2019
• Non-Mandatory Pre-RFQ Meeting (10:00 AM – 11:00 AM CST) Bedford Former Library Building 1805 L. Don Dodson Drive Bedford Texas 76021	March 18, 2019
• Deadline for Questions – 2:00 PM CST	March 22, 2019
• Addendum Posted (If needed)	March 28, 2019
• Deadline to Receive Request for Qualifications (Prior to 2:00 PM CST) 2000 Forest Ridge Drive Building B, Conference Room B Bedford Texas 76021	April 8, 2019
• Evaluation Meeting	April 18, 2019
• Issue Step 2 to Short List (Schedule Interviews) (*Interviews if deemed beneficial to the City*)	April 18, 2019

- Receive Step 2 General Conditions & Fees (Prior to 2:00 PM CST) — April 24, 2019
- Interview Firms on Short List — April 29, 2019
- Rank Submissions; Notification of Finalist — Week of April 29, 2019
- City Council Consideration of CMR Contract — June 11, 2019

6. REQUEST OF QUALIFICATIONS:

Pursuant to the provisions of the Chapter 2269, Subchapter F of the Government Code, it is the intention of the City of Bedford to select a Construction Manager-At-Risk in a two-step process for the construction of Boys Ranch Park – Phase Next. Sealed submittals are to include the information requested in this package in the sequence and format prescribed herein. In addition to and separate from the requested information, submitting organizations may provide supplementary materials further describing their capabilities and experience (under separate cover).

Selected short-list proposers may be requested to submit additional information indicating general conditions and fees.

For Step 1 of the RFQ process: One (1) bound original, five (5) bound copies of the RFQ plus one (1) pdf electronic file on a flash drive are to be submitted to:

City of Bedford
Attn: Cissy Sylo, P.E., CFM
Capital Projects Manager
2000 Forest Ridge Drive
Bedford, Texas 76021

No later than: 2:00 P.M. CST on April 8, 2019.

Immediately thereafter, the City will review the information. The City of Bedford will use a two-step selection process.

The City Council of the City of Bedford, Texas, reserves the right to accept or reject any submittal, or any part thereof, or any combination of submittals, and to waive any or all formalities.

Receipt of a submittal does not bind the City to any contract for said services, nor does it give any guarantee that a contract will be awarded. Receipt of submittals shall be received and acknowledged only to avoid disclosure of the contents to competing offerors and kept strictly confidential during the negotiation/evaluation process. However, all documents shall be open for public inspection after a contract is awarded to the extent required under Texas law.

Queries about the project should be addressed to:

Cissy Sylo, P.E., CFM
Capital Projects Manager
City of Bedford, Texas
Email: cissy.sylo@bedfordtx.gov

(Deadline for Questions regarding the RFQ – 2:00 PM CST March 22, 2019)

7. RESTRICTION ON COMMUNICATIONS

Respondents are prohibited from communicating with City of Bedford employees, City Council, City Board Members, consultants or subconsultants with contracts regarding Boys Ranch Park – Phase Next, regarding this RFQ during the period in which submittals have been solicited or are being evaluated (*other than the Capital Projects Manager identified in Section 6 in the designated manner*), with the exception of pre-submittal meetings open to all Respondents or responses to questions posed during interviews scheduled after responses are received and opened.

Restricted communication includes, but is not limited to, "thank you" letters, phone calls, emails, and any contact that results in the direct or indirect discussion of the RFQ and/or submitted proposals. This provision is not meant to preclude Respondents from discussing other matters with City of Bedford staff, Council members, or Boys Ranch Park – Phase Next consultants. This policy is intended to create a level playing field for all potential Respondents, assure that contract decisions are made in public, and to protect the RFQ process. Violation of this provision by Respondents or their agents may lead to disqualification of Respondent's Proposal.

8. REQUEST FOR QUALIFICATIONS CONTENT OF SUBMITTALS:

To enable the City to efficiently evaluate the responses, it is IMPORTANT that respondents follow the required format in preparing responses and submittals. SUBMITTALS THAT DO NOT CONFORM TO THE PRESCRIBED FORMAT MAY NOT BE EVALUATED. The aesthetics of the submittals will play no part in the award of a contract for the work. Emphasis should be placed completeness of services offered and on clarity of content.

Please provide the following information in the sequence and format prescribed by this request. Supplemental materials providing additional information may be included under separate cover attached, but the information requested below is to be provided in this format.

In accordance with the Texas Local Government Code, Phase 1 of this process is a qualification-based selection process and no costing or other financial information is to be submitted in response to this RFQ during Phase 1.

A. DIVIDER #1: LETTER

1. The first page shall be a letter transmitting the response to the CITY and stating the PROPOSAL set forth in it remains effective for a period of 90 calendar days. At least one copy of the transmittal letter shall contain the original signature of a Partner, Principal, or Officer of the RESPONDENT.

B. DIVIDER #2: FIRM INFORMATION

1. Name of firm
2. Address of Principal office
3. Phone
4. Fax
5. Form of Business Organization (Corporation, Partnership, Individual, etc.)
6. Year founded
7. Size of Firm
8. Primary individual to contact
9. Email of primary individual to contact
10. List of office locations if applicable
11. Description of firm's organization structure

C. DIVIDER #3: GENERAL COMPANY HISTORY

1. How many years has your organization been in business in its current capacity?
2. How many years has your organization been in business under its present name?
3. Under what other or former name(s) has your organization operated?
4. If your organization is a corporation, please provide date of incorporation, State of incorporation and list all officers of the corporation.
5. If your organization is a partnership, answer the following: Date of organization, type of partnership (if applicable), and names of managing partner(s).
6. If your organization is individually owned, answer the following: Date of organization, name of owner.
7. If the form of your organization is other than those listed above, describe it and name the principals.
8. Information of the individual that will be the project manager on this project.

D. DIVIDER #4: LICENSING

1. List jurisdictions and trade categories in which your organization is legally qualified to do business and indicate registration or license numbers, if applicable.
2. List jurisdictions in which your organization's partnership or trade name is filed.

E. DIVIDER #5 EXPERIENCE

1. List the categories of work that your organization normally performs with its own forces on municipal projects.
2. Provide an organizational chart that explain proposed team members.
3. List any subcontractors in which your organization has some ownership and list the categories of work those subcontractors normally perform.

4. Claims and suits (if the answer to any of the questions below is yes, please attach details).
5. Has your organization ever failed to complete any work awarded to it?
6. Are there any judgments, claims, arbitration proceedings or suits filed or outstanding against your organization or its officers for the last 5 years?
7. Has your organization filed any lawsuits or requested arbitration with regards to construction contracts within the last 5 years?
8. Within the last 5 years, has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a construction contract? (if the answer is yes, please attach details).
9. Current work:
    a. List the major construction projects your organization has in progress (noting method of selection, i.e.: Design Build, CMR, CSP, Bid, Proposal or other), giving the name and location of project owner, architect, contract amount, percent complete, and scheduled completion date.
10. Work over last 5 years:
    a. List major projects (particularly public facilities) constructed by your firm. For each project, provide the name, nature of the project/function of the building, size of building (SF), location, cost, completion date, owner, architect, and method selection (i.e.: Design Build, CMR, CSP, Bid, Proposal or other).
11. List of similar projects to this one and a detailed example of the level of scheduling quality to be expected on the project by submission of a schedule for another project of similar complexity.

F. DIVIDER #6: FINANCIAL INFORMATION

1. Attach a financial statement, preferable audited, including your organization's latest balance sheet and income statement showing the following items:
    a. Current assets (e.g., cash, joint venture accounts, accounts receivable, notes receivable, accrued income, deposits, materials inventory, and prepaid expenses).
    b. Non-current assets (e.g., net fixed assets, other assets).
    c. Current liabilities (e.g., account payable, notes payable (current), accrued expenses, provisions for income taxes, advances, accrued salaries, and accrued payroll taxes).
    d. Non-current liabilities (e.g., notes payable).
    e. Capital accounts and retained earnings (e.g., capital, capital stock, authorized and outstanding shares par value, earned surplus, and retained earnings).
2. Name and address of firm preparing attached financial statement and date thereof.
3. Is the attached financial statement for the identical organization named under item 1 above? If not, explain the relationship and financial responsibility of the organization whose financial statement is provided (e.g., parent, subsidiary).
4. Will the organization whose financial statement is attached act as guarantor

of the contract for construction?

5. Provide name, address, and phone number for bank reference.

G. DIVIDER #7: EXPERIENCE AS A CONSTRUCTION MANAGER-AT-RISK

1. Composition of Construction Manager-at-Risk Team, this section should clearly state the firms comprising the team. (Reference: Divider #5 – Item 2). Include all resumes of all key individuals of the firm and subcontractors, who would in all probability, be involved in the project. Resumes should adequately describe educational backgrounds, work experience, areas of expertise, and specific experience with the construction of similar kinds of facilities.
2. Team Experience. This section should include a listing of the projects the proposed team has completed together as a team.
3. Describe your organization's concepts for working in a team relationship with the Owner and Architect during the design and construction of major projects.
4. Provide a list of work that would be self-performed on this project.
5. Describe your organization's methods for estimating costs, and for scheduling during the design/document phases.
6. Describe how your firm will benefit this project using Construction Manager at Risk.
7. Cost Estimates:
    a. Provide an example of a proposed accounting method for a Construction Manager at Risk contract and a preconstruction and final GMP (FGMP) cost estimate on similar work. Attach a sample conceptual cost estimate prepared during the design phase of the project and a sample of the final cost estimate/breakdown used to fix the contract amount for the construction of the same project. (The identity of the project may be concealed. The intent is to see the nature and format of the cost information provided).
    b. Describe your approach in verifying estimating strategy assures that pricing is consistent with market.
8. Fees:
    a. Pre-construction phase service fee:
        Describe your organization's ideology as it pertains to the pre-construction phase fee, i.e., items and services to be included in the fee. <u>DO NOT INCLUDE A DESCRIPTION OF YOUR ESTIMATED FEES IN THIS SECTION, ONLY INCLUDE A DESCRIPTION OF WHAT ITEMS AND SERVICES WILL BE INCLUDED IN THE FEE</u>. Selected short-list proposers may be requested to submit additional information indicating fees.
    b. Construction phase service fee:
        Describe your organization's ideology as it pertains to the construction phase fee, i.e., fixed fee, percentage fee, and particular items to be included and/or excluded from the fee. DO <u>NOT INCLUDE A DESCRIPTION OF YOUR ESTIMATED FEES IN</u>

THIS SECTION, ONLY INCLUDE A DESCRIPTION OF WHAT ITEMS AND SERVICES WILL BE INCLUDED IN THE FEE AND HOW THAT FEE WILL BE CALCULATED (FIXED FEE VERSUS PERCENTAGE FEE). Selected short-list proposers may be requested to submit additional information indicating fees.

9. Savings:
   Describe your organization's concept for the disposition of savings realized during construction. Is the full amount or a percentage thereof returned to the Owner?
10. Contingencies:
    Describe your organization's concept for cost contingencies during design? During construction? What is your organization's concept for the disposition of contingency funds after the completion of the project? Give a history of project cost based on bid cost versus final cost noting reasons and amounts of change orders. What percentage contractor contingency do you carry with 100% construction documents?
11. Cost Information:
    Your firm would be required to make all cost information during design and construction available to the City and the City's Architect. Describe how this information would be furnished and how the City and architect would be assured that it is complete and accurate.

H. DIVIDER #8 SAFETY

1. Provide information as pertains to your firm's accident frequency rate and modifier for the last five years. List any OSHA citations in the last five years. List any deaths that have occurred on your projects in the last five years.

I. DIVIDER #9 SCHEDULES

1. Provide samples of schedules that will be used to control various project phases. Give a history of your ability to deliver projects on time for the past 5 years. Describe methods employed to keep projects on schedule and methods of corrective action to overcome schedule deficiencies.

J. DIVIDER #10 REFERENCES

1. For the projects listed above (re: item E.10.a) identify a minimum of 5 representatives of the owner and 5 representatives of the architect/engineer (10 total references) (provide complete contact information: name, company, title, address, phone and email) whom we could contact as references regarding your organization's services for Construction Manager at Risk. Ideally, some of the references should be for municipal/public projects of comparable scope and similar type from the past 5 years.
2. Provide references for each of the key project team members for public sector projects. Identify a minimum of 5 representative of the owner and 5 representatives of the architect/engineer/public works employee/building official (10 total references) whom we could contact as references regarding your key project team members for public sector, ideally, as references on

similar projects of comparable scope and similar type from the past 5 years.

K. DIVIDER #11: PERSONNEL

1. Given the scope and schedule of the project, identify the specific Project Manager, Estimator, and Superintendent who would work on the project. Provide a resume for each individual. These personnel, once identified, must be committed to the project for the duration of the project unless the CITY agrees to a substitution.
2. Please place a statement in the RFQ that Project Manager, Estimator and Superintendent team will remain assigned to this project until the contract ends should you be selected for this project.

9. OWNER/CONTRACTOR AGREEMENT

The City will only accept a submittal based on the Standard Form of Agreement Between Owner and Construction Manager as Constructor Agreement on the AIA Document A133™ - 2009, with AIA A133™-2009 Exhibit A and the AIA Document A201™ – 2017, General Conditions of the Contract for Construction, all as modified by the CITY for this project.

10. CRITERIA FOR SELECTION:

Per Chapter 2269, Subchapter F of the Texas Local Government Code, the City of Bedford may consider the following in determining to whom to award the contract for Construction Manager-At-Risk services. The selection process is weighted heavily on important issues critical to the success of the project. In determining the best value to the City, the following are key issues that will be evaluated in the City's selection decision:

a) The reputation of the firm and of the firm's goods or services;
b) The relevant experience of the firm;
c) The quality of the firm's goods and services;
d) Past performance of the firm;
e) The firm's past relationship with the City;
f) The extent to which the goods and services meet the City's needs;
g) Firms methodology for the project;
h) The impact on the ability of the City to comply with laws and rules relating to historically under-utilized businesses;
i) Firms safety record;
j) Proposed personnel for the project;
k) The total long-term cost to the City to acquire the firm's goods and services; and
l) Any other relevant factor that a private business entity would consider in selecting a firm.

The following weighted criteria will be considered in selecting the Construction Manager at Risk (CMR):

A. ***EXPERIENCE - (50% of scoring)***

a) The reputation of the firm/team and of the firm's/team's services;
b) The relevant, similar experience of the firm/team;
c) The quality of the firm's/team's goods and services;
d) Past performance of the firm/team; and
e) The firm's/team's past relationship with the City.

- How substantial is the firm's recent experience (last 5 years) in the construction of projects of comparable size and complexity? for municipal facilities? In the North Texas construction market?
- How substantial is the firm's recent experience (last 5 years) in providing pre-construction services & construction services for projects of comparable size and complexity?
- How substantial is the project team's recent experience (last 5 years) in providing the construction of projects of comparable size and complexity? for municipal facilities? In the North Texas construction market?
- How substantial is the project key personnel team's recent experience in providing pre-construction & construction services for projects of comparable size and complexity?

(project key personnel team is defined for this RFQ as the Project Manager, Superintendent and Lead Estimator)

B. ***CITY'S NEEDS, METHODOLOGY, SAFETY - (25% of scoring)***

a. The extent to which the goods and services meet the City's needs;
b. Firms methodology for the project;
c. Firms safety record;

- Does the description provided by the firm of its pre-construction/construction services evidence both understanding and capabilities of the process in general and as it applies to these projects for the municipality?
- Does the firm's methodology for the project meet the City's needs?
- Does the Construction Manager at Risk (CMR) appear to have the capability to meet the City's schedule objectives?
- Adequate and complete response to requested information.
- Does the firm have a good safety record and active safety program?

C. ***PERSONNEL, GOODS & SERVICES, LITIGATION, REFERENCES, – (25% of scoring)***

a. Proposed personnel for the project;
b. The total long-term cost to the City to acquire the firm's goods and services; and

c. Any other relevant factor that a private business entity would consider in selecting a firm

- Do the personnel proposed for the project appear to have the appropriate experience, capabilities? Do the project key personnel have the appropriate experience, capabilities and availability?
- How long has the firm been in business providing the type of services in the vicinity sought by the City?
- Does the firm's organizational structure, licensing and financial information indicate that the firm can undertake these projects?
- Claims history, litigation experience over previous 5 years
- Does the firm provide the goods and services to meet the needs of the project?
- Did the reference list (both owners, engineers/landscape architects and architects) have a favorable experience with the organization? Would they work with them again? How comparable was their project to these projects? Are the references quality references? What is the performance record from previous work? What were the references of the subcontractors?

11. SELECTION SCHEDULE:

Submittals are due to be received not later than 2:00 P.M. local time, April 8, 2019 at City of Bedford, ATTN: Cissy Sylo, Capital Projects Manager, 2000 Forest Ridge Drive, Bedford Texas 76021. Firms should be prepared to attend a final Selection Interview, if necessary, to be held at the Bedford Former Library Building at 1805 L. Don Dodson, Bedford Texas 76021 to review proposals, strategies and proposed staff on Monday, April 29, 2019. The Project Manager, Superintendent and Lead Estimator are required to attend the Interview. A selection is anticipated to be made the week of April 29, 2019. A contract is anticipated to be awarded the first Council meeting in June (June 11, 2019).

Each candidate should submit one (1) bound original, five (5) bound copies of the RFQ and one (1) pdf electronic file on a flash drive to arrive on or before the date/time identified above.

12. INTERVIEWS:

Submittals will be taken and reviewed after receipt. It is anticipated a short list of up to five (5) candidates may be interviewed, but the City reserves the right to not conduct any interviews and to base the selection strictly on the RFQ submitted or to eliminate any Construction Manager at Risk (CMR)(s) from the selection as late as the day prior to any potential interview if the City determines the submittal is insufficiently responsive to merit further consideration.

Interviews, if conducted, will be 60 minutes, with 20-25 minutes for the presentation and remaining time for questions and discussion. As to the "Project Team": only the Project Manager, Superintendent, and Lead Estimator should be in attendance for the Project Team interview. Only these individuals will be allowed in the interview. The chemistry

and comfort of the project team is vital to the selection. The focus in the interview should be specific to this project and the City's concerns, including, but not limited to, the following:

- What has the Contractor and proposed "Project Team" as described above done recently that is similar to this project in schedule, complexity, scope?
- What experience do the individuals proposed for the project have, particularly in multi-generational recreation buildings with indoor and outdoor aquatic projects as well as ancillary park amenities as shown on the site plan enclosed in the RFQ?
- What are your thoughts on the schedule? Issues? Most problematic portions?
- One item/issue that should be modified based on your knowledge of project today to save significant time and/or money.
- What strategies or tactics can be used to expedite off site work/ preparation prior to onsite access, on-site tactics or strategies?
- How will you estimate earthwork and other major trades before they are brought onto the team? How do we get them on-board as early as we need them, and keep them competitive?
- What is your experience in early procurement of equipment? How is it best done? Schedule lead times?
- What unique leverages/advantages do you offer the project including but not limited to knowledge, experience, subcontractor market issues, firm/equipment supplier issues, City processes, etc.?
- Use of local sub-contractors? Your ability to perform work using CMR staff?

AIA® Document A133™ – 2009

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

AGREEMENT made as of the «11 » day of «June » in the year «2019 »
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status and address)

City of Bedford
2000 Forest Ridge Drive
Bedford, Texas 76021

and the Construction Manager-at-Risk ("Construction Manager" or "CMR"):
(Name, legal status and address)

Steele & Freeman, Inc.
1301 Lawson Rd.
Fort Worth, Texas 76131

for the following Project:
(Name and address or location)

Boys Ranch Park – Phase Next
2801 Forest Ridge Drive
Bedford, Texas 76021

The Architect:
(Name, legal status and address)

Oxley Williams Tharp Architects
509 Pecan Street, Suite 100
Fort Worth, Texas 76102

The Owner's Designated Representative:
(Name, address and other information)

Brian D. Bosshardt
City Manager
2000 Forest Ridge Drive
Bedford, Texas 76021
Brian.Bosshardt@bedfordtx.gov
(817) 952-2100

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.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™–2007, 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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The Construction Manager's Designated Representative:
(Name, address and other information)

Michael D. Freeman, President
Steele & Freeman, Inc.
1301 Lawson Road
Fort Worth, Texas 176131
mfreeman@steelefreeman.com
(817) 232-4742

The Architect's Designated Representative:
(Name, address and other information)

Jim Tharp, AIA
Principal
Oxley Williams Tharp Architects
509 Pecan Street, Suite 100
Fort Worth, Texas 76102
jtharp@owtarchitects.com
(817) 993-9844

The Owner and Construction Manager agree as follows.

This Agreement is a contract whereby CONSTRUCTION MANAGER agrees to perform as a construction manager-at-risk (CMR) for the City of Bedford, Texas under Subchapter F of Chapter 2269 of the Texas Government Code.

In this Agreement, "GMP" means Guaranteed Maximum Price.

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 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 the 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 2.2.3 and identified in the Guaranteed Maximum Price Amendment and revisions prepared by the Architect and furnished by the Owner as described in Section 2.2.8. 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.

§ 1.2 Relationship of the Parties

The Construction Manager accepts the contractual 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 in constructing the Project in accordance with the Contract Documents; 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 Contract Documents. 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.

§ 1.3 General Conditions

For the Preconstruction Phase, AIA Document A201™–2017, General Conditions of the Contract for Construction, shall apply only as specifically provided in this Agreement. 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.

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ARTICLE 2 CONSTRUCTION MANAGER'S RESPONSIBILITIES

The Construction Manager's Preconstruction Phase responsibilities are set forth in Sections 2.1 and 2.2. The Construction Manager's Construction Phase responsibilities are set forth in Section 2.3. 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.

§ 2.1 Preconstruction Phase

§ 2.1.1 The Construction Manager shall provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other.

§ 2.1.2 Consultation

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. The Construction Manager shall advise the Owner and the Architect on proposed site use and improvements, selection of materials, building systems and equipment. The Construction Manager shall also provide recommendations consistent with the Project requirements to the Owner and Architect on constructability, availability of materials and labor, time requirements for procurement, installation and construction, 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.

§ 2.1.3 When Project requirements in Section 3.1.1 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 also 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 could affect the Project's timely completion. The updated Project schedule at a minimum 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 well in advance of construction; and the occupancy requirements of the Owner.

§ 2.1.4 Phased Construction

§ 2.1.4.1 The Construction Manager shall provide recommendations with regard to accelerated or fast-track scheduling, procurement, or phased construction. The Construction Manager shall take into consideration cost reductions, cost information, constructability, provisions for temporary facilities and procurement and construction scheduling issues.

§ 2.1.4.2 Upon agreement of the Owner, Architect, and Construction Manager as to proposed phases for construction and when the Project Plans and Specifications are sufficiently complete to allow the Construction Manager to obtain accurate pricing to complete such interim phases, Construction Manager will submit an Interim Guaranteed Maximum Price Proposal (an "Interim GMP Proposal") for each agreed phase of the Work (i.e. demolition, site work, etc.). The Guaranteed Maximum Price in each such Interim GMP Proposal shall be the sum of the Construction Manager's estimate of the Cost of the Work for the proposed interim phase, including any CMR contingencies thereto and the Construction Manager's Fee.

§ 2.1.4.3 Upon acceptance of any Interim GMP Proposal, the Owner and the CMR shall execute an Interim Guaranteed Maximum Price Amendment ("Interim GMP Amendment") that incorporates the agreed upon terms of the Interim GMP Proposal. Any Interim GMP Amendment executed in accordance with this Section 2.1.4 shall become a part of the Construction Manager's Guaranteed Maximum Price proposal submitted to the Owner in accordance with Section 2.2.

§ 2.1.5 Preliminary Cost Estimates

§ 2.1.5.1 Based on the preliminary design and other design criteria prepared by the Architect, the Construction Manager shall prepare preliminary estimates of the Cost of the Work or the cost of program requirements using area, volume or similar conceptual estimating techniques for the Architect's review and Owner's approval. If the Architect or Construction Manager suggests alternative materials and systems, the Construction Manager shall provide cost evaluations of those alternative materials and systems.

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§ 2.1.5.1.1 It is acknowledged by the CMR that the Owner's maximum construction budget including all soft costs and contingencies is $60,000,000.

§ 2.1.5.2 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, estimates of the Cost of the Work of increasing detail and refinement and allowing for the further development of the design until such time as the Owner and Construction Manager agree on a Guaranteed Maximum Price for the Work. Such estimates shall be provided for the Architect's review and the Owner's approval. The Construction Manager shall inform the Owner and Architect when estimates of the Cost of the Work exceed the latest approved Project budget and make recommendations for corrective action.

§ 2.1.6 Subcontractors and Suppliers
The Construction Manager shall develop bidders' interest in the Project.

§ 2.1.7 The Construction Manager shall prepare, for the Architect's review and the Owner's acceptance, a procurement schedule for items that must be ordered well in advance of construction. The Construction Manager shall expedite and coordinate the ordering and delivery of materials that must be ordered well 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 consistent with the schedule and estimates provided by 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.

§ 2.1.8 Extent of Responsibility
The Construction Manager shall exercise reasonable care in preparing schedules and estimates. 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 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.

§ 2.1.9 Notices and 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 for inclusion in the Contract Documents.

§ 2.2 Guaranteed Maximum Price Proposal and Contract Time
§ 2.2.1 At a time to be mutually agreed upon by the Owner and the Construction Manager, and in consultation with the Architect, the Construction Manager shall prepare a Guaranteed Maximum Price proposal for the Owner's review and acceptance. The Guaranteed Maximum Price in the proposal shall be the sum of the Construction Manager's estimate of the Cost of the Work, including contingencies described in Section 2.2.4, and the Construction Manager's Fee.

§ 2.2.2 To the extent that the Drawings and Specifications are anticipated to require further development by the Architect, the Construction Manager shall provide in the Guaranteed Maximum Price for such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include such things as changes in scope, systems, kinds and quality of materials, finishes or equipment, all of which, if required, shall be incorporated by Change Order.

§ 2.2.3 The Construction Manager shall include with the Guaranteed Maximum Price proposal a written statement of its basis, which shall include at a minimum, the following:

.1 A list of the Drawings and Specifications, including all Addenda thereto, and the Conditions of the Contract;

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.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 2.2.2, to supplement the information provided by the Owner and contained in the Drawings and Specifications;
.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, allowances, CMR's Contingency, Owner's Contingency, 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.

§ 2.2.4 In preparing the Construction Manager's Guaranteed Maximum Price proposal, the Construction Manager shall include its contingency for the Construction Manager's exclusive use to cover those costs considered reimbursable as the Cost of the Work but not included in a Change Order (the "CMR's Contingency). The CMR's Contingency shall not be used for payment of Changes to the Work that the Owner would otherwise be obligated to pay pursuant to this Agreement. The Owner's Contingency shall only be used to pay for Changes to the Work requested by the Owner in writing. The Owner's Contingency shall not be used to pay for repairing or correcting damaged or nonconforming Work executed by the Construction Manager, Subcontractors, or suppliers.

§ 2.2.4.1 Any funds remaining in the CMR's Contingency upon completion of the Project shall remain in the Guaranteed Maximum Price to be included in the division of any Savings as provided in Section 5.2.1.

§ 2.2.4.2 Any funds remaining in the Owner's Contingency upon completion of the Project shall revert to the Owner.

§ 2.2.5 The Construction Manager shall meet with the Owner and Architect to review the Guaranteed Maximum Price proposal. In the event that the Owner and 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.

§ 2.2.6 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.

§ 2.2.7 The Construction Manager shall not incur any cost to be reimbursed as part of the Cost of the Work prior to the commencement of the Construction Phase, unless the Owner provides prior written authorization for such costs.

§ 2.2.8 The Owner shall authorize the Architect to provide the revisions to the Drawings and Specifications to incorporate the agreed upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment. The Owner shall promptly furnish those revised Drawings and Specifications to the Construction Manager as they are revised. The Construction Manager shall promptly notify the Owner and Architect of any inconsistencies between the Guaranteed Maximum Price Amendment and the revised Drawings and Specifications.

§ 2.2.9 The Guaranteed Maximum Price shall not include in the Cost of the Work any taxes form which the Owner is exempt by virtue of its status as a governmental entity, as shall be specified in Supplementary Conditions to AIA Document A201. In the event that the Construction Manager 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.

§ 2.3 Construction Phase
§ 2.3.1 General
§ 2.3.1.1 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.

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§ 2.3.1.2 The Construction Phase shall commence upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal or the Owner's issuance of a Notice to Proceed, whichever occurs earlier. 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 proposal provides the best value for the Owner. The Construction Manager shall immediately notify the Owner and/or Architect if it believes it has been asked to perform any work outside of those serves normally associated with performance of the General Conditions, and provide the basis for its belief.

§ 2.3.1.**3 Compliance with Texas Accessibility Standards Act** - The Construction Manager-at-Risk shall comply with the Elimination of Architectural Barriers Texas Government Code, Chapter 469 Administered by the Texas Department of Licensing and Regulation as may be required by existing written standards promulgated by such agencies and/or utilities at no additional charge to the Owner.

§ 2.3.1.4 **Corrective Modifications following TDLR Project Inspection** - When corrections to achieve substantial compliance are required, the TDLR inspector or the RAS shall provide the Architect and Owner a list of deficiencies and a deadline for completing the modifications. The Architect shall provide the Construction Manager at Risk with this list within ten days of receipt. It is the sole responsibility of Construction Manager at Risk to completely address the deficiencies by the stated deadline or to obtain a written notice of extension from the TDLR. When the corrective measures have been completed, the Construction Manager at Risk shall provide the Architect and the Owner with written verification of the corrective measures completed. This task will be considered completed once the Owner issue issued the Notice of Substantial Compliance Request Form upon receipt to ensure Notice of Substantial Compliance in accordance with Administrative Rule 68.60 of the Texas Department of Licensing and Regulation 16 Texas Administrative Code.

§ 2.3.2 Administration

§ 2.3.2.1 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 by 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 and shall deliver such bids to the Architect. The Owner shall then determine, with the advice of the Construction Manager and the Architect, which bids will be accepted. The Construction Manager shall not be required to contract with anyone to whom the Construction Manager has reasonable objection. The Construction Manager may not contract with any subcontractor to whom the Owner and/or Architect has expressly identified as not qualified to perform work on behalf of the Owner.

§ 2.3.2.1(A) Construction Manager shall identify to the Owner the employees and other personnel that it will assign to the Project and provide the Monthly Salary Rate for each of them. Construction Manager shall also identify any consultants that will be performing services for the Project. After execution of this Agreement by the Owner, Construction Manager shall not add, remove or replace the persons or entities assigned to the Project except with the Owner's written consent, which consent shall not be unreasonably withheld. Construction Manager shall promptly update the list of persons by name and title and consultants if they change during the course of the Project. Construction Manager's employees and other personnel that it assigns to the project shall be identified on the Schedule of Values by name and title.

§ 2.3.2.2 If the Guaranteed Maximum Price has been established and when a specific bidder (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, but the Owner requires that another bid be accepted, then the Construction Manager may require that a Change Order be issued to adjust the Contract Time and 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 and time requirement of the subcontract or other agreement actually signed with the person or entity designated by the Owner. This provision shall not apply if the bidder is a person or entity with whom the Owner expressly identified as being unqualified to perform work on behalf of the Owner, or is a person or entity whose is barred from performing work on publicly-bid projects.

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§ 2.3.2.3 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 prior consent of the Owner. If the Subcontract is awarded on a cost plus a fee basis, 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 Section 6.11 below.

§ 2.3.2.4 If the Construction Manager recommends a specific bidder that may be considered a "related party" according to Section 6.10, then the Construction Manager shall promptly notify the Owner in writing of such relationship and notify the Owner of the specific nature of the contemplated transaction, according to Section 6.10.2.

§ 2.3.2.5 The Construction Manager shall schedule and conduct periodic meetings to discuss such matters as procedures, progress, coordination, scheduling, and status of the Work. The Construction Manager shall prepare and promptly distribute minutes to the Owner and Architect.

§ 2.3.2.6 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 submittal schedule in accordance with Section 3.10 of A201–2017.

§ 2.3.2.7 The Construction Manager shall record the progress of the Project. On at least a semi-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. The Construction Manager shall also 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.

§ 2.3.2.8 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 written progress reports to the Owner and Architect, in accordance with Section 2.3.2.7 above.

§ 2.3.2.9 The Construction Manager shall provide continuous cost consultation services throughout the duration of the Project, including identification and tracking of decisions that affect the scope or quality of the Project and providing ongoing updates of their cost and budget impact. The Construction Manager shall immediately notify the Owner if they have a reason to believe that costs may not meet relevant cost estimates or schedule requirements and recommend reasonable strategies for bringing in line with such estimates and schedule requirements.

§ 2.4 Professional Services
Section 3.12.10 of A201–2017 shall apply to both the Preconstruction and Construction Phases.

§ 2.5 Hazardous Materials
Section 10.3 of A201–2017 shall apply to both the Preconstruction and Construction Phases.

ARTICLE 3 OWNER'S RESPONSIBILITIES
§ 3.1 Information and Services Required of the Owner
§ 3.1.1 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.

§ 3.1.2 Within **30 days** of the execution of this Contract by both parties, the Owner will provide the CMR with a statement in substantially the form below:

Confirmation By City of Bedford, Texas of Funding to Pay for Public Construction Project

To Contingent Payor: **NAME**

From Primary Obligor: **NAME**

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Project: **Boys Ranch Park – Phase Next**

Pursuant to Section 56.054(e) of the Texas Business and Commerce Code, the Primary Obligor and Owner of the aforesaid Project, the City of Bedford, Texas, a Home Rule Municipal Corporation and political subdivision of the State of Texas, provides to the Contingent Payor, **NAME.** and Construction Manager-at-Risk for the aforesaid Project, the following information:

1. Primary Obligor's full name, mailing address, and business telephone number: **NAME**

2. The name and address of the surety on the payment bond provided to the Primary Obligor to which any notice of claim should be sent: **NAME**

_____.

3. Primary Obligor hereby states that funds are available and have been authorized for the full contract amount for the construction of the improvements.

_____

Printed Name **Date**
TITLE
City of Bedford, Texas

---

§ 3.1.3 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 Section 6.1.1, (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 negotiate a corresponding change in the Project's scope and quality.

§ 3.1.4 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 deemed 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 Construction Manager shall be entitled to reasonably 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.

§ 3.1.4.1 The Owner shall furnish all tests, inspections and reports required by law, and as otherwise agreed to by the parties, including but not limited to, structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 3.1.4.2 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a 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 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.

§ 3.1.4.3 The Owner, when such services are reasonably required by the Project, shall furnish, or reimburse the Construction Manager for furnishing the requested, services of geotechnical engineers, which may include but are not limited to 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.

§ 3.1.4.4 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 deemed 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.

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§ 3.2 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.

§ 3.2.1 Legal Requirements. The Owner shall furnish all legal, insurance 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.

§ 3.3 Architect
The Owner shall retain an Architect to provide services, duties and responsibilities, including any additional services requested by the Construction Manager that are necessary for the Preconstruction and Construction Phase services under this Agreement. The Owner shall provide the Construction Manager a copy of the executed agreement between the Owner and the Architect, and any further modifications to the agreement. The Owner reserves the right to redact irrelevant or confidential information not relevant to performance of the Construction Manager's performance contained in its executed agreement with the Architect.

§ 3.4 Inspection and Testing
The Owner may 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.

ARTICLE 4 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES
§ 4.1 Compensation
§ 4.1.1 For the Construction Manager's Preconstruction Phase services, the Owner shall compensate the Construction Manager as follows:

§ 4.1.2 For the Construction Manager's Preconstruction Phase services described in Sections 2.1 and 2.2:
(Insert amount of, or basis for, compensation and include a list of reimbursable cost items, as applicable.)

Zero dollars and Zero cents. ($0.00) Refer to Exhibit "B".

§ 4.1.3 If the Preconstruction Phase services covered by this Agreement have not been completed within (12) months of the date of this Agreement, through no fault of the Construction Manager, the Construction Manager's compensation for Preconstruction Phase services may be equitably adjusted.

§ 4.1.4 Compensation based on Direct Personnel Expense includes the direct salaries of the Construction Manager's personnel providing Preconstruction Phase services on the Project and the Construction Manager's costs for the mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, employee retirement plans and similar contributions. All such compensation shall be included in any GMP or revised GMP proposed by the CMR to the Owner. The Direct Personnel Expense shall be based upon the percentage of the personnel's work dedicated to the Project and numbers of hours worked.

§ 4.2 Payments
§ 4.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed.

§ 4.2.2 Payments are due and payable upon presentation of the Construction Manager's invoice. Amounts unpaid «Thirty» («30») calendar days after the invoice date, or such other date as be applicable to the Owner by virtue of the Owner's status as a governmental entity, shall bear interest at monthly or annual interest rate agreed upon by the parties.

ARTICLE 5 COMPENSATION FOR CONSTRUCTION PHASE SERVICES
§ 5.1 For the Construction Manager's performance of the Work as described in Section 2.3, the Owner shall pay the Construction Manager the Contract Sum in current funds. The Contract Sum is the Cost of the Work as defined in Section 6.1.1 plus the Construction Manager's Fee.

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§ 5.1.1 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.)

Refer to Exhibit "A", Guaranteed Maximum Price Amendment.

§ 5.1.2 The method of adjustment of the Construction Manager's Fee for changes in the Work:

Refer to Exhibit "A", Guaranteed Maximum Price Amendment.
§ 5.1.3 Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work:

Refer to Exhibit "A", Guaranteed Maximum Price Amendment.

§ 5.1.4 Rental rates for Construction Manager-owned equipment shall not exceed percent (%) of the standard rate paid at the place of the Project.

§ 5.1.5 Unit prices, if any:
(Identify and state the unit price; state the quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit ($0.00)
Refer to Exhibit "A", Guaranteed Maximum Price Amendment.		

§ 5.2 Guaranteed Maximum Price
§ 5.2.1 The Construction Manager guarantees that the Contract Sum shall not exceed the Guaranteed Maximum Price set forth in the Guaranteed Maximum Price Amendment, as it is amended from time to time. To the extent that the Contract Sum may be increased as provided in the Contract Documents, the Guaranteed Maximum Price shall likewise be so increased. Should the Cost of the Work exceed the Guaranteed Maximum Price, the Construction Manager shall bear such costs in excess of the Guaranteed Maximum Price without reimbursement or additional compensation from the Owner. Notwithstanding the inclusion in this Agreement of the Construction Managers Schedule of Values, it is understood that the individual line-items appearing in the Schedule of Values are included to facilitate payment to Construction Manager and shall not be deemed a line-item guarantee for any particular line-item. Construction Manager is only guaranteeing the aggregate of the total Cost of the Work plus Contractor's Fee and General Conditions into a total GMP that the CMR will not ask the Owner to exceed.

(Insert specific provisions if the Construction Manager is to participate in any savings.)

« If at the conclusion of the project the Guaranteed Maximum Price is greater than the Cost of the Work plus the Contractor's fee, such difference shall be deemed as "Savings". All Savings shall be divided 100% to the Owner and 0% to the Construction Manager. »

§ 5.2.2 The Guaranteed Maximum Price and/or the Date of Substantial Completion may be subject to adjustment by Change Order as provided in the Contract Documents.

§ 5.2.2.1 Repairing or correcting damaged or nonconforming Work executed by the Construction Manager, Subcontractors, or suppliers shall not be considered to be a Change in the Work or a Change Order.

§ 5.3 Changes in the Work
§ 5.3.1 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 Architect may make minor changes in the Work as provided in Section 7.4 of AIA Document A201–2017, General Conditions of the Contract for Construction. The Construction Manager may be entitled to an equitable adjustment in the Contract Time as a result of changes in the Work.

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§ 5.3.2 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 Section 7.3.3 of AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 5.3.3 In calculating adjustments to subcontracts (except those awarded with the Owner's prior consent on the basis of cost plus a fee), the terms "cost" and "fee" as used in Section 7.3.3.3 of AIA Document A201–2017 and the term "costs" as used in Section 7.3.7 of AIA Document A201–2017 shall have the meanings assigned to them in AIA Document A201–2017 and shall not be modified by Sections 5.1 and 5.2, Sections 6.1 through 6.7, and Section 6.8 of this Agreement. Adjustments to subcontracts awarded with the Owner's prior consent on the basis of cost plus a fee shall be calculated in accordance with the terms of those subcontracts.

§ 5.3.4 In calculating adjustments to the Guaranteed Maximum Price, the terms "cost" and "costs" as used in the above-referenced provisions of AIA Document A201–2017 shall mean the Cost of the Work as defined in Sections 6.1 to 6.7 of this Agreement and the term "fee" shall mean the Construction Manager's Fee as defined in Section 5.1 of this Agreement.

§ 5.3.5 If no specific provision is made in Section 5.1.2 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 5.1.2 will cause substantial inequity to the Owner or Construction Manager, the Construction Manager's Fee may 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.

ARTICLE 6 COST OF THE WORK FOR CONSTRUCTION PHASE

§ 6.1 Cost of the Work

§ 6.1.1 The term Cost of the Work shall mean costs necessarily incurred by the Construction Manager in the proper performance of the Work. Such costs shall be at rates not higher than the standard paid at the place of the Project except with prior consent of the Owner. The Cost of the Work shall include only the items set forth in Sections 6.1 through 6.7.

§ 6.1.2 Where any cost is subject to the Owner's prior approval, the Construction Manager shall obtain this approval prior to incurring the cost. The parties shall endeavor to identify any such costs prior to executing Guaranteed Maximum Price Amendment.

§ 6.2 Labor Costs

§ 6.2.1 Wages of construction workers directly employed by the Construction Manager to perform the construction of the Work at the site or, with the Owner's prior approval, at off-site workshops.

§ 6.2.2 Wages or salaries of the Construction Manager's supervisory and administrative personnel when performing services related to the Work.
(If it is intended that the wages or salaries of certain personnel stationed at the Construction Manager's principal or other offices shall be included in the Cost of the Work, identify in Section 11.5, the personnel to be included, whether for all or only part of their time, and the rates at which their time will be charged to the Work.)

§ 6.2.3 Wages and salaries of the Construction Manager's supervisory or administrative personnel engaged at factories, workshops or on the road, 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.

§ 6.2.4 Costs paid or incurred by the Construction Manager for taxes, except taxes from which the Owner is exempt by virtue of its status as a governmental entity, as specified in the supplementary Conditions to AIA Document A201, insurance, contributions, assessments and benefits required by law or collective bargaining agreements and, for personnel not covered by such 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 6.2.1 through 6.2.3.

§ 6.2.5 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. For purposes of this Agreement, such labor costs shall be based upon the percentage of that person(s) or entit(ies)' work dedicated to the Project and numbers of

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hours worked on the Project. Inclusion of such payments as labor costs for the Project shall require the Owner's prior approval.

§ 6.3 Subcontract Costs
Costs incurred and payable by the Construction Manager to Trade Contractors, Subcontractors or the Construction Manager, if and when the Construction Manager is awarded a subcontract approved by the Owner and Architect in writing, in accordance with the requirements of the subcontracts.

§ 6.4 Costs of Materials and Equipment Incorporated in the Completed Construction
§ 6.4.1 Costs, including transportation and storage of materials and equipment incorporated, or to be incorporated in the completed construction of the Project.

§ 6.4.2 Costs of materials described in the preceding Section 6.4.1 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.

§ 6.5 Costs of Other Materials and Equipment, Temporary Facilities and Related Items
§ 6.5.1 Costs of transportation, storage, installation, maintenance, dismantling 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 for such items.

§ 6.5.2 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 costs of transportation, installation, minor repairs, dismantling and removal. The total rental cost of any Construction Manager-owned item may not exceed the purchase price of any comparable item. Rates of Construction Manager-owned equipment and quantities of equipment shall be subject to the Owner's prior approval.

§ 6.5.3 Costs of removal of debris from the site of the Work and its proper and legal disposal.

§ 6.5.4 Reasonable reproduction costs, costs of telegrams, facsimile transmissions and long-distance telephone calls, postage and express delivery charges, telephone service at the site and reasonable petty cash expenses of the site office.

§ 6.5.5 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.

§ 6.5.6 Costs of materials and equipment suitably stored off the site at a mutually acceptable location, subject to the Owner's prior approval.

§ 6.6 Miscellaneous Costs
§ 6.6.1 Premiums for that portion of insurance and bonds required by the Contract Documents that can be directly attributed to this Contract. Self-insurance for either full or partial amounts of the coverages required by the Contract Documents, with the Owner's prior, written approval.

§ 6.6.2 Taxes which 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, as specified in the Supplementary Conditions to AIA Document A201.

§ 6.6.3 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.

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§ 6.6.4 Fees of laboratories for tests required by the Contract Documents, except those related to defective or nonconforming Work for which reimbursement is excluded by Section 13.5.3 of AIA Document A201–2017 or by other provisions of the Contract Documents.

§ 6.6.5 Royalties and license fees paid for the use of a particular design, process or product required by the Contract Documents; the cost of defending suits or claims for infringement of patent rights arising from such requirement of the Contract Documents; and 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. However, such costs of legal defenses, judgments and settlements shall not be included in the calculation of the Construction Manager's Fee or subject to the Guaranteed Maximum Price. 2017

§ 6.6.6 Costs for electronic equipment and software directly related to the Work, with the Owner's prior approval.

§ 6.6.7 Deposits lost through no fault of the Construction Manager. This provision expressly does not apply to deposits lost as a result, in whole or in part, of Construction Manager, or any of its subcontractors' negligence or failure to fulfill a specific responsibility in the Contract Documents.

§ 6.6.8 Legal, mediation and arbitration 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 written approval.

§ 6.6.9 Subject to the Owner's prior approval, 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. Any such policy implemented contemporaneous with, or after the Construction Manager entering into this Contract shall not be considered under this provision.

§ 6.7 Other Costs and Emergencies

§ 6.7.1 Other costs incurred in the performance of the Work if, and to the extent, approved in advance in writing by the Owner.

§ 6.7.2 Reasonable 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 Section 10.4 of AIA Document A201–2017.

§ 6.7.3 The costs described in Sections 6.1 through 6.7 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 6.8.

§ 6.8 Costs Not To Be Reimbursed

§ 6.8.1 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 6.2, or as may be provided in Article 11;

.2 Expenses of the Construction Manager's principal office and offices other than the site office;

.3 Overhead and general expenses, except as may be expressly included in Sections 6.1 to 6.7;

.4 The Construction Manager's capital expenses, including interest on the Construction Manager's capital employed for the Work;

.5 Costs due to the negligence or failure of 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 to fulfill a specific responsibility of the Contract;

.6 Any cost not specifically and expressly described in Sections 6.1 to 6.7;

.7 Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded; and

.8 Costs for services incurred during the Preconstruction Phase.

§ 6.9 Discounts, Rebates and Refunds

§ 6.9.1 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 them in an Application for Payment and received

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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.

§ 6.9.2 Amounts that accrue to the Owner in accordance with the provisions of Section 6.9.1 shall be credited to the Owner as a deduction from the Cost of the Work.

§ 6.10 Related Party Transactions

§ 6.10.1 For purposes of Section 6.10, the term "related party" shall mean a parent, subsidiary, affiliate or other entity having common ownership or management with the Construction Manager; any entity in which any stockholder in, or management employee of, the Construction Manager owns any interest in excess of ten percent in the aggregate; or any person or entity which has the right to control the business or affairs of the Construction Manager. The term "related party" includes any member of the immediate family of any person identified above.

§ 6.10.2 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, 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 Sections 2.3.2.1, 2.3.2.2 and 2.3.2.3. If the Owner fails to authorize the transaction, 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 Sections 2.3.2.1, 2.3.2.2 and 2.3.2.3.

§ 6.10.3 Owner acknowledges that Construction Manager may propose that affiliated entities of the Construction Manager perform varies scopes of work on the Project. Owner agrees that such affiliated entities shall have the opportunity to compete for the respective scopes of work and, should the owner determine that such an affiliated entity is the lowest responsible bidder and would provide the best value, that work performed by such an affiliated entity shall be as a subcontractor and not as though the work were self-performed by Construction Manager for all purposes except those set forth in Article 8. Construction Manager represents that these affiliated entities have the requisite skill, experience and ability to satisfactorily perform the proposed scopes of work.

§ 6.11 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 maintained in a condition that is 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, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor's proposals, purchase orders, vouchers, memoranda and other data relating to the Cost of the Work. The Contractor's General Conditions shall be subject to audit by the Owner or the Owner's auditors. 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 7 PAYMENTS FOR CONSTRUCTION PHASE SERVICES

§ 7.1 Progress Payments

§ 7.1.1 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.

§ 7.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month.

§ 7.1.3 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 certified amount to the Construction Manager not later than the **25th** day of the following month or no later than thirty (30) calendar days after Architect receives the Application for Payment.

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If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than **(30) calendar** days after the Architect receives the Application for Payment. *(Federal, state or local laws may require payment within a certain period of time.)*

§ 7.1.4 With each Application for Payment, the Construction Manager shall submit a Construction Manager's affidavit in a form reasonably satisfactory to Owner, conditional lien waivers in substantial compliance with Chapter 53 of the Texas Property Code along with the appropriate applicable lien waivers and releases (including subcontractor lien waivers) to demonstrate that cash disbursements 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, less that portion of those payments attributable to the Construction Manager's Fee, plus payrolls for the period covered by the present Application for Payment.

§ 7.1.5 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 the various portions of the Work, except that the Construction Manager's Fee and General Requirements shall be shown as a separate line item. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Construction Manager's Applications for Payment. Notwithstanding the inclusion in this Agreement of the Construction Managers schedule of values, it is understood that the individual line-items appearing in any such schedule are included as a tool for accounting purposes and to facilitate payment to Construction Manager. The schedule of values shall not be deemed a line-item guarantee for any particular line-item and Construction Manager is only guaranteeing the aggregate of the total Cost of the Work plus the Construction Manager's Fee into a GMP that the CMR shall not ask the Owner to exceed.

§ 7.1.6 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 for which the Construction Manager has made or intends to make actual 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.

§ 7.1.7 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

.1 Take 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 schedule of values. Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201–2017;

.2 Add 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 Work, or if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing;

.3 Add the Construction Manager's Fee, less retainage of « **Five**» percent (**5**%). The Construction Manager's Fee shall be computed upon the Cost of the Work at the rate stated in Section 5.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, shall be an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work bears to a reasonable estimate of the probable Cost of the Work upon its completion;

.4 Subtract retainage of **Five** percent (**5**%) from that portion of the Work that the Construction Manager self-performs;

.5 Subtract the aggregate of previous payments made by the Owner;

.6 Subtract the shortfall, if any, indicated by the Construction Manager in the documentation required by Section 7.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and

.7 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201–2017.

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§ 7.1.8 The Owner and Construction Manager shall agree upon (1) a mutually acceptable procedure for review and approval of payments to Subcontractors and (2) the percentage of retainage held on Subcontracts, and the Construction Manager shall execute subcontracts in accordance with those agreements.

§ 7.1.9 Except with the Owner's prior approval, the Construction Manager shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 7.1.10 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 shall not be deemed to represent that the Architect has made a detailed examination, audit or arithmetic verification of the documentation submitted in accordance with Section 7.1.4 or other supporting data; that the Architect has made exhaustive or continuous on-site inspections; or 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. Upon reasonable notice to Construction Manager, such examinations, audits and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner and at the Owner's sole cost.

§ 7.1.11 Construction Manager's lump-sum agreements with contractors, subcontractors and Constructions Manager's affiliated entities will be subject to audit by the Owner and/or Architect.

§ 7.1.12 Should the Owner fail to pay the Construction Manager in accordance with the terms of the Contract Documents, the Construction Manager, in lieu of terminating the Contract in accordance with Article 14.1 of AIA Document A201 may, after providing at least five (5) calendar days' notice of its intent to stop Work, stop work on the Project. Contractor shall not be obligated to proceed with any further Work until payment is made in accordance with the Contract Documents. The Construction Manager may be entitled to a time extension to the date of Substantial Completion under the Contract Documents for the period of the delay due solely to the Owner's failure to make timely payment. This provision shall only apply to Owner's failure to make payment of undisputed amounts owed in accordance with the Contract Documents. The Parties' rights and obligations with respect to disputed amounts shall governed by Article 9 of this Agreement.

§ 7.2 Final Payment

§ 7.2.1 Final payment, constituting the entire owed and unpaid balance, including retainage, of the Contract Sum, shall be made by the Owner to the Construction Manager when

.1 the Construction Manager has satisfactorily fully performed all Work in the Contract, including any punch-list items, except for the Construction Manager's responsibility to correct Work as provided in Section 12.2.2 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.

The Owner's final payment to the Construction Manager shall be made no later than 30 calendar days after the issuance of the Architect's final Certificate for Payment, or as follows:

Punch List
Certificate of Substantial Completion, AIA Document G704
Final Change Order, AIA Document G701
Certificate of Occupancy
Final Application and Certification for Payment, AIA Document G702, G703
Contractor's Affidavit of Payment of Debts and Claims, AJA Document G706 Contractor's Affidavit of Release of Liens, AIA Document G706A
Consent of Surety Company to Final Payment, AIA Document G707 Contractor's Affidavit of Target Arlington Compliance
Lien Releases: Subcontractors/Suppliers Record Drawings
Maintenance Bonds
Operation/Maintenance Instructions and Parts List Submittal Log and Submittal Data
HVAC Test/Adjust/Balance Report with Statement of Consultant review/Acceptance Subcontractor List
Warranty Letters

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Asbestos-Containing Materials Affidavit
TDLR/TAS Accessibility- Final Inspection and Letter

§ 7.2.2 The Owner's auditors will review and report in writing on the Construction Manager's final accounting within 60 calendar days after delivery of the final accounting to the Architect by the Construction Manager. If the Owner's auditors fail to report in writing on the Construction Manager's final accounting within 60 calendar days after delivery of the final accounting, then on the 61st day, the final accounting shall be deemed substantiated in the amount claimed by Construction Manager. Said 60 day deadline shall be tolled if Construction Manager fails to provide adequate supporting documentation upon written request from Owner. Based upon such Cost of the Work as the Owner's auditors report to be substantiated by the Construction Manager's final accounting, and provided the other conditions of Section 7.2.1 have been met, the Architect will, within seven calendar days after receipt of the written report of the Owner's auditors, 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 Section 9.5.1 of the AIA Document A201–2017. The time periods stated in this Section supersede those stated in Section 9.4.1 of the AIA Document A201–2017. The Architect is not responsible for verifying the accuracy of the Construction Manager's final accounting.

If the Owner's auditors fail to timely report in writing on the Construction Manager's final accounting, then the Owner shall make payment to the Construction Manager based upon the substantiated final accounting. Construction Manager's General Requirements and lump-sum agreements with contractors, subcontractors, suppliers and Construction Manager's affiliated entities will be subject to audit by the Owner.

§ 7.2.3 If the Owner's auditors report the Cost of the Work as substantiated by the Construction Manager's final accounting to be 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 Section 15.2 of A201–2017. A request for mediation shall be made by the Construction Manager within 30 calendar days after the Construction Manager's receipt of a copy of the Architect's final Certificate for Payment. Pending a final resolution of the disputed amount, the Owner shall pay the Construction Manager any undisputed amounts deemed substantiated by Owner's auditors.

§ 7.2.4 If, subsequent to final payment and at the Owner's request, the Construction Manager incurs costs described in Section 6.1.1 and not excluded by Section 6.8 to correct defective or nonconforming Work, the Owner shall reimburse the Construction Manager 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 the Construction Manager has participated in savings as provided in Section 5.2.1, the amount of such savings shall be recalculated and appropriate credit given to the Owner in determining the net amount to be paid by the Owner to the Construction Manager.

ARTICLE 8 INSURANCE AND BONDS

For all phases of the Project, the Construction Manager and the Owner shall purchase and/or maintain insurance, and the Construction Manager shall provide bonds as set forth in this Agreement plus the Owner's RFP, including any addendums thereto. All such insurance companies and bonding companies shall be rated at least "A-" by A.M. Best and licensed to do business in the State of Texas. The Construction Manager shall provide the Owner with copies of all such insurance policies and bonds. The Construction Manager shall immediately notify the Owner about any material change in any of the insurance polic(ies) or bond(s) purchased and/or maintained to comply with this Section. Failure by the Construction Manager to maintain any bonds or insurance coverages in full force and effect as required by this Agreement or as specified in AIA Document A201-2017 shall be a material breach of this Agreement that shall, at a minimum, give the Owner the right to stop all payments to the Construction Manager related to the Work on this Project until such breach is cured to the Owner's approval in its sole discretion.

(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201–2017.)

Type of Insurance or Bond	Limit of Liability or Bond Amount ($0.00)
Refer to attached modified Article 11 of AIA Document A201-2017	

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ARTICLE 9 DISPUTE RESOLUTION

§ 9.1 Any Claim between the Owner and Construction Manager shall be resolved in accordance with the provisions set forth in this Article 9 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 and Section 9.3 of this Agreement shall not apply.

§ 9.2 For any Claim subject to, but not resolved by mediation pursuant to Section 15.3 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:
(Check the appropriate box. If the Owner and Construction Manager do not select a method of binding dispute resolution below, 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.)

[« »]

[«X»] Litigation in a court of competent jurisdiction in a State of Texas District Court in Tarrant County, Texas.

[« »] Other: *(Specify)*

§ 9.3 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Section 15.2 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. The Owner shall have final authority on questions relating to aesthetic effect, provided such authority is exercised in a way which is in good faith.
(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

ARTICLE 10 TERMINATION OR SUSPENSION

§ 10.1 Termination Prior to Establishment of the Guaranteed Maximum Price

§ 10.1.1 Prior to the execution of the Guaranteed Maximum Price Amendment, the Owner may terminate this Agreement upon not less than seven (7) calendar 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 (7) calendar days' written notice to the Owner, for the reasons set forth in Section 14.1.1 of A201–2017.

§ 10.1.2 In the event of termination of this Agreement pursuant to Section 10.1.1, the Construction Manager shall be equitably compensated for Preconstruction Phase services 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 4.1.

§ 10.1.3 If the Owner terminates the Contract pursuant to Section 10.1.1 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 10.1.2:

.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 5.1 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.

Upon request by the Owner, Construction Manager, at its discretion, may sell or rent any equipment owned by Construction Manager to Owner that is not otherwise included in the Cost of the Work under Section 10.1.3.1. The Owner shall pay the Construction Manager fair compensation, if mutually agreed to in writing by Owner and

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Construction Manager, for any such equipment. 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 10, 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.

If the Owner accepts, in writing, any assignment of subcontracts, purchase orders or rental agreements as described above, the Owner will reimburse, to the extent permissible by law, 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 any reasonable fees directly arising from such termination of the subcontract, purchase order or rental agreement.

§ 10.2 Termination Subsequent to Establishing Guaranteed Maximum Price

Following execution of the Guaranteed Maximum Price Amendment and subject to the provisions of Section 10.2.1 and 10.2.2 below, the Contract may be terminated as provided in Article 14 of AIA Document A201–2017.

§ 10.2.1 If the Owner terminates the Contract after execution of the Guaranteed Maximum Price Amendment, the amount payable to the Construction Manager pursuant to Sections 14.2 and 14.4 of A201–2017 shall not exceed the amount the Construction Manager would otherwise have received pursuant to Sections 10.1.2 and 10.1.3 of this Agreement.

§ 10.2.2 If the Construction Manager terminates the Contract after execution of the Guaranteed Maximum Price Amendment, the amount payable to the Construction Manager under Section 14.1.3 of A201–2017 shall not exceed the amount the Construction Manager would otherwise have received under Sections 10.1.2 and 10.1.3 above, except that the Construction Manager's Fee shall be calculated as if the Work had been fully completed by the Construction Manager, based upon the Work actually completed, utilizing as necessary a reasonable estimate of the Cost of the Work for Work not actually completed, .

§ 10.3 Suspension

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 may be increased as provided in Section 14.3.2 of AIA Document A201–2017, except that the term "profit" shall be understood to mean the Construction Manager's Fee as described in Sections 5.1 and 5.3.5 of this Agreement.

ARTICLE 11 MISCELLANEOUS PROVISIONS

§ 11.1 Terms in this Agreement shall have the same meaning as those in A201–2017, as modified by the parties.

§ 11.2 Ownership and Use of Documents

Section 1.5 of A201–2017 shall apply to both the Preconstruction and Construction Phases.

§ 11.3 Governing Law and Venue

This Agreement shall be governed by the laws of the State of Texas. Exclusive venue for any claim or dispute related to this Agreement shall lie in the State of Texas District Courts in and for Tarrant County, Texas.

§ 11.4 Assignment

The Owner and Construction Manager, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Construction Manager shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement. Except as provided 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 such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

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§ 11.5 Other provisions:

« »

ARTICLE 12 SCOPE OF THE AGREEMENT AND ORDER OF PRECEDENCE OF DOCUMENTS OF AGREEMENT

§ 12.1 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.

§ 12.2 The following documents comprise the Agreement:

.1 AIA Document A133–2009, 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, as modified by the parties;

.2 AIA Document A201–2017, General Conditions of the Contract for Construction, as modified by the parties;

.3 Owner's Request for Proposals, including any addendums; and

.4 Other documents:
(List other documents, if any, forming part of the Agreement.)

Form 1295.
Exhibit "A" Guaranteed Maximum Price Amendment.
The Specifications, Refer to Exhibit "C" (To be added with the GMP)
The Drawings, Refer to Exhibit "D" (To be added with the GMP)
The Addenda, Refer to Exhibit "E" (To be added with the GMP)
And the following documents listed below
Section 00 2020 Performance Bond (To be added with the GMP)
Section 00 2030 Payment Bond (To be added with the GMP)
Section 00 2040 Maintenance Bond (To be added with the GMP)
Section 00 3010 Contractor's Status Information Form
Section 00 3020 Affidavit Against Prohibited Acts
Section 00 3030 Contractor Residency Statement
Section 00 3040 Wage Rate Affidavit and Prevailing Wage Rates
Section 00 3070 Green Cement Certified Compliance Statement
Section 00 3090 Affidavit against Boycotting Israel

§ 12.3 **Order of Precedence**. Any conflicts between said documents listed in § 12.2 above shall be resolved in this order of precedence: (1) this Agreement, as amended by the parties and including any GMP when accepted in writing by the Owner; (2) the Owner's RFP, including any addendums thereto; (3) CMR's Response to Owner's RFP; (4) the General Conditions, as modified by the parties; (5) CMR's Drawing and Specification Log; and (6) CMR's Proposed Budget. Copies of the Owner's RFP, including any addendums thereto, and the CMR's Response to Owner's RFP are attached to this Agreement and incorporated herein as if set forth word for word.

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This Agreement is entered into as of the day and year first written above.

City of Bedford, Texas

OWNER *(Signature)*

Brian D. Bosshardt, City Manager
(Printed name and title)

Attest:

Michael Wells
City Secretary
City of Bedford, Texas

CONSTRUCTION MANAGER

CONSTRUCTION MANAGER-AT-RISK
(Signature)

Michael D. Freeman, President
(Printed name and title)

Attest:

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CORPORATE ACKNOWLEDGEMENT

STATE OF TEXAS §
§
COUNTY OF TARRANT §

BEFORE ME, the undersigned on this day personally appeared **MICHAEL D. FREEMAN, PRESIDENT**, and attested that he is authorized to sign on behalf of **STEELE FREEMAN, INC. MICHAEL D. FREEMAN** proved to me through the presentation of a valid **TEXAS** Driver's License 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. **MICHAEL D. FREEMAN** furthermore attested that he is signing this document in his capacity as **PRESIDENT** for and on behalf of **STEELE FREEMAN, INC**., and that such capacity makes his signature valid and binding to **STEELE FREEMAN, INC**.

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

_____

NOTARY OF PUBLIC,

State of Texas

My Commission Expires:

_____

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DRAFT AIA® Document A133™ – 2009

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*

AGREEMENT made as of the «11 » day of «June » in the year «2019 »
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status and address)

City of Bedford
2000 Forest Ridge Drive
Bedford, Texas 76021

and the Construction Manager-at-Risk ("Construction Manager" or "CMR"):
(Name, legal status and address)

«Steele & Freeman, Inc.»
«1301 Lawson Rd.
Fort Worth, Texas 76131»
« »

for the following Project:
(Name and address or location)

Boys Ranch Park – Phase Next
2801 Forest Ridge Drive
Bedford, Texas 76021

~~Boys Ranch Park – Phase Next~~
~~2801 Forest Ridge Drive~~
~~Bedford, Texas 76021~~

The Architect:
(Name, legal status and address)

« Oxley Williams Tharp Architects
509 Pecan Street, Suite 100
Fort Worth, Texas 76102

The Owner's Designated Representative:
(Name, address and other information)

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.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™–2007, 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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Brian D. Bosshardt
City Manager
2000 Forest Ridge Drive
Bedford, Texas 76021
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(817) 952-2100

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The Construction Manager's Designated Representative:
(Name, address and other information)

Michael D. Freeman, President
Steele & Freeman, Inc.
1301 Lawson Road
Fort Worth, Texas 176131
mfreeman@steelefreeman.com
(817) 232-4742

The Architect's Designated Representative:
(Name, address and other information)

Jim Tharp, AIA
Principal
Oxley Williams Tharp Architects
509 Pecan Street, Suite 100
Fort Worth, Texas 76102
jtharp@owtarchitects.com

(817) 993-9844»

«»

The Owner and Construction Manager agree as follows.

This Agreement is a contract whereby CONSTRUCTION MANAGER agrees to perform as a construction manager-at-risk (CMR) for the City of Bedford, Texas under Subchapter F of Chapter 2269 of the Texas Government Code.

In this Agreement, "GMP" means Guaranteed Maximum Price.

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 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 the 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 2.2.3 and identified in the Guaranteed Maximum Price Amendment and revisions prepared by the Architect and furnished by the Owner as described in Section 2.2.8. 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.

§ 1.2 Relationship of the Parties

The Construction Manager accepts the contractual 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 in constructing the Project in accordance with the Contract Documents; 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 Contract Documents.~~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.

§ 1.3 General Conditions

For the Preconstruction Phase, AIA Document A201™–~~2007~~2017, General Conditions of the Contract for Construction, shall apply only as specifically provided in this Agreement. For the Construction Phase, the general conditions of the contract shall be as set forth in A201–~~2007~~2017, which document is incorporated herein by reference. The term "~~"~~Contractor"~~"~~ as used in A201–~~2007~~2017 shall mean the Construction Manager.

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ARTICLE 2 CONSTRUCTION MANAGER'S RESPONSIBILITIES

The Construction Manager's Preconstruction Phase responsibilities are set forth in Sections 2.1 and 2.2. The Construction Manager's Construction Phase responsibilities are set forth in Section 2.3. 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.

§ 2.1 Preconstruction Phase

§ 2.1.1 The Construction Manager shall provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other.

§ 2.1.2 Consultation

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. The Construction Manager shall advise the Owner and the Architect on proposed site use and improvements, selection of materials, ~~and~~ building systems and equipment. The Construction Manager shall also provide recommendations consistent with the Project requirements to the Owner and Architect on constructability,~~;~~ availability of materials and labor,~~;~~ time requirements for procurement, installation and construction,~~;~~ 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.

§ 2.1.3 When Project requirements in Section 3.1.1 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 also obtain the Architect's approval for the portion of the Project Schedule~~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 could affect the Project's timely completion. The updated Project schedule at a minimum 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 well in advance of construction; and the occupancy requirements of the Owner.

§ 2.1.4 Phased Construction

§ 2.1.4.1 The Construction Manager shall provide recommendations with regard to accelerated or fast-track scheduling, procurement, or phased construction. The Construction Manager shall take into consideration cost reductions, cost information, constructability, provisions for temporary facilities and procurement and construction scheduling issues.

§ 2.1.4.2 Upon agreement of the Owner, Architect, and Construction Manager as to proposed phases for construction and when the Project Plans and Specifications are sufficiently complete to allow the Construction Manager to obtain accurate pricing to complete such interim phases, Construction Manager will submit an Interim Guaranteed Maximum Price Proposal (an "Interim GMP Proposal") for each agreed phase of the Work (i.e. demolition, site work, etc.). The Guaranteed Maximum Price in each such Interim GMP Proposal shall be the sum of the Construction Manager's estimate of the Cost of the Work for the proposed interim phase, including any CMR contingencies thereto and the Construction Manager's Fee.

§ 2.1.4.3 Upon acceptance of any Interim GMP Proposal, the Owner and the CMR shall execute an Interim Guaranteed Maximum Price Amendment ("Interim GMP Amendment") that incorporates the agreed upon terms of the Interim GMP Proposal. Any Interim GMP Amendment executed in accordance with this Section 2.1.4 shall become a part of the Construction Manager's Guaranteed Maximum Price proposal submitted to the Owner in accordance with Section 2.2.

§ 2.1.5 Preliminary Cost Estimates

§ 2.1.5.1 Based on the preliminary design and other design criteria prepared by the Architect, the Construction Manager shall prepare preliminary estimates of the Cost of the Work or the cost of program requirements using area, volume or similar conceptual estimating techniques for the Architect's review and Owner's approval. If the Architect or Construction Manager suggests alternative materials and systems, the Construction Manager shall provide cost evaluations of those alternative materials and systems.

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§ 2.1.5.1.1 It is acknowledged by the CMR that the Owner's maximum construction budget including all soft costs and contingencies is $60,000,000.

§ 2.1.5.2 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, estimates of the Cost of the Work of increasing detail and refinement and allowing for the further development of the design until such time as the Owner and Construction Manager agree on a Guaranteed Maximum Price for the Work. Such estimates shall be provided for the Architect's review and the Owner's approval. The Construction Manager shall inform the Owner and Architect when estimates of the Cost of the Work exceed the latest approved Project budget and make recommendations for corrective action.

§ 2.1.6 Subcontractors and Suppliers
The Construction Manager shall develop bidders' interest in the Project.

§ 2.1.7 The Construction Manager shall prepare, for the Architect's review and the Owner's acceptance, a procurement schedule for items that must be ordered well in advance of construction. The Construction Manager shall expedite and coordinate the ordering and delivery of materials that must be ordered well 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 consistent with the schedule and estimates provided by~~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.

§ 2.1.8 Extent of Responsibility
The Construction Manager shall exercise reasonable care in preparing schedules and estimates. 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 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.

§ 2.1.9 Notices and 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 for inclusion in the Contract Documents.

§ 2.2 Guaranteed Maximum Price Proposal and Contract Time
§ 2.2.1 At a time to be mutually agreed upon by the Owner and the Construction Manager, and in consultation with the Architect, the Construction Manager shall prepare a Guaranteed Maximum Price proposal for the Owner's review and acceptance. The Guaranteed Maximum Price in the proposal shall be the sum of the Construction Manager's estimate of the Cost of the Work, including contingencies described in Section 2.2.4, and the Construction Manager's Fee.

§ 2.2.2 To the extent that the Drawings and Specifications are anticipated to require further development by the Architect, the Construction Manager shall provide in the Guaranteed Maximum Price for such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include such things as changes in scope, systems, kinds and quality of materials, finishes or equipment, all of which, if required, shall be incorporated by Change Order.

§ 2.2.3 The Construction Manager shall include with the Guaranteed Maximum Price proposal a written statement of its basis, which shall include at a minimum, the following:

.1 A list of the Drawings and Specifications, including all Addenda thereto, and the Conditions of the Contract;

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.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 2.2.2, to supplement the information provided by the Owner and contained in the Drawings and Specifications;

.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, allowances, CMR's Contingency, Owner's Contingency~~contingency~~, 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.

§ 2.2.4 In preparing the Construction Manager's Guaranteed Maximum Price proposal, the Construction Manager shall include its contingency for the Construction Manager's exclusive use to cover those costs considered reimbursable as the Cost of the Work but not included in a Change Order (the "CMR's Contingency). The CMR's Contingency shall not be used for payment of Changes to the Work that the Owner would otherwise be obligated to pay pursuant to this Agreement. The Owner's Contingency shall only be used to pay for Changes to the Work requested by the Owner in writing. The Owner's Contingency shall not be used to pay for repairing or correcting damaged or nonconforming Work executed by the Construction Manager, Subcontractors, or suppliers.~~.~~

§ 2.2.4.1 Any funds remaining in the CMR's Contingency upon completion of the Project shall remain in the Guaranteed Maximum Price to be included in the division of any Savings as provided in Section 5.2.1.

§ 2.2.4.2 Any funds remaining in the Owner's Contingency upon completion of the Project shall revert to the Owner.

§ 2.2.5 The Construction Manager shall meet with the Owner and Architect to review the Guaranteed Maximum Price proposal. In the event that the Owner and 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.

§ 2.2.6 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.

§ 2.2.7 The Construction Manager shall not incur any cost to be reimbursed as part of the Cost of the Work prior to the commencement of the Construction Phase, unless the Owner provides prior written authorization for such costs.

§ 2.2.8 The Owner shall authorize the Architect to provide the revisions to the Drawings and Specifications to incorporate the agreed upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment. The Owner shall promptly furnish those revised Drawings and Specifications to the Construction Manager as they are revised. The Construction Manager shall promptly notify the Owner and Architect of any inconsistencies between the Guaranteed Maximum Price Amendment and the revised Drawings and Specifications.

§ 2.2.9 The Guaranteed Maximum Price shall not include in the Cost of the Work any taxes form which the Owner is exempt by virtue of its status as a governmental entity, as shall be specified in Supplementary Conditions to AIA Document A201. In the event that the Construction Manager 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.

~~**§ 2.2.9** The Construction Manager shall 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.~~

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§ 2.3 Construction Phase
§ 2.3.1 General
§ 2.3.1.1 For purposes of Section 8.1.2 of A201~~–2007~~2017, the date of commencement of the Work shall mean the date of commencement of the Construction Phase.

§ 2.3.1.2 The Construction Phase shall commence upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal or the Owner's issuance of a Notice to Proceed, whichever occurs earlier. 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 proposal provides the best value for the Owner. The Construction Manager shall immediately notify the Owner and/or Architect if it believes it has been asked to perform any work outside of those serves normally associated with performance of the General Conditions, and provide the basis for its belief.

§ 2.3.1.**3 Compliance with Texas Accessibility Standards Act** - The Construction Manager-at-Risk shall comply with the Elimination of Architectural Barriers Texas Government Code, Chapter 469 Administered by the Texas Department of Licensing and Regulation as may be required by existing written standards promulgated by such agencies and/or utilities at no additional charge to the Owner.

§ 2.3.1.4 **Corrective Modifications following TDLR Project Inspection** - When corrections to achieve substantial compliance are required, the TDLR inspector or the RAS shall provide the Architect and Owner a list of deficiencies and a deadline for completing the modifications. The Architect shall provide the Construction Manager at Risk with this list within ten days of receipt. It is the sole responsibility of Construction Manager at Risk to completely address the deficiencies by the stated deadline or to obtain a written notice of extension from the TDLR. When the corrective measures have been completed, the Construction Manager at Risk shall provide the Architect and the Owner with written verification of the corrective measures completed. This task will be considered completed once the Owner issue issued the Notice of Substantial Compliance Request Form upon receipt to ensure Notice of Substantial Compliance in accordance with Administrative Rule 68.60 of the Texas Department of Licensing and Regulation 16 Texas Administrative Code.

§ 2.3.2 Administration
§ 2.3.2.1 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 by 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 and shall deliver such bids to the Architect. The Owner shall then determine, with the advice of the Construction Manager and the Architect, which bids will be accepted. The Construction Manager shall not be required to contract with anyone to whom the Construction Manager has reasonable objection. The Construction Manager may not contract with any subcontractor to whom the Owner and/or Architect has expressly identified as not qualified to perform work on behalf of the Owner.

§ 2.3.2.1(A) Construction Manager shall identify to the Owner the employees and other personnel that it will assign to the Project and provide the Monthly Salary Rate for each of them. Construction Manager shall also identify any consultants that will be performing services for the Project. After execution of this Agreement by the Owner, Construction Manager shall not add, remove or replace the persons or entities assigned to the Project except with the Owner's written consent, which consent shall not be unreasonably withheld. Construction Manager shall promptly update the list of persons by name and title and consultants if they change during the course of the Project. Construction Manager's employees and other personnel that it assigns to the project shall be identified on the Schedule of Values by name and title.

§ 2.3.2.2 If the Guaranteed Maximum Price has been established and when a specific bidder (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, but the Owner requires that another bid be accepted, then the Construction Manager may require that a Change Order be issued to adjust the Contract Time and 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 and time requirement of

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the subcontract or other agreement actually signed with the person or entity designated by the Owner. This provision shall not apply if the bidder is a person or entity with whom the Owner expressly identified as being unqualified to perform work on behalf of the Owner, or is a person or entity whose is barred from performing work on publicly-bid projects.

§ 2.3.2.3 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 prior consent of the Owner. If the Subcontract is awarded on a cost plus a fee basis, 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 Section 6.11 below.

§ 2.3.2.4 If the Construction Manager recommends a specific bidder that may be considered a "related party" according to Section 6.10, then the Construction Manager shall promptly notify the Owner in writing of such relationship and notify the Owner of the specific nature of the contemplated transaction, according to Section 6.10.2.

§ 2.3.2.5 The Construction Manager shall schedule and conduct periodic meetings to discuss such matters as procedures, progress, coordination, scheduling, and status of the Work. The Construction Manager shall prepare and promptly distribute minutes to the Owner and Architect.

§ 2.3.2.6 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 submittal schedule in accordance with Section 3.10 of A201–~~2007~~2017.

§ 2.3.2.7 The Construction Manager shall record the progress of the Project. On at least a semi-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. The Construction Manager shall also 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.

§ 2.3.2.8 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 written progress~~monthly~~ reports to the Owner and Architect, in accordance with Section 2.3.2.7 above.

§ 2.3.2.9 The Construction Manager shall provide continuous cost consultation services throughout the duration of the Project, including identification and tracking of decisions that affect the scope or quality of the Project and providing ongoing updates of their cost and budget impact. The Construction Manager shall immediately notify the Owner if they have a reason to believe that costs may not meet relevant cost estimates or schedule requirements and recommend reasonable strategies for bringing in line with such estimates and schedule requirements.

§ 2.4 Professional Services

Section 3.12.10 of A201–~~2007~~2017 shall apply to both the Preconstruction and Construction Phases.

§ 2.5 Hazardous Materials

Section 10.3 of A201–~~2007~~2017 shall apply to both the Preconstruction and Construction Phases.

ARTICLE 3 OWNER'S RESPONSIBILITIES

§ 3.1 Information and Services Required of the Owner

§ 3.1.1 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.

§ 3.1.2 Within **30 days** of the execution of this Contract by both parties, the Owner will provide the CMR with a statement in substantially the form below:

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Confirmation By City of Bedford, Texas of Funding to Pay for Public Construction Project

To Contingent Payor: **NAME~~NAME~~**

From Primary Obligor: **~~City of Bedford, Texas~~NAME**

Project: **Boys Ranch Park – Phase Next**

Pursuant to Section 56.054(e) of the Texas Business and Commerce Code, the Primary Obligor and Owner of the aforesaid Project, the City of Bedford, Texas, a Home Rule Municipal Corporation and political subdivision of the State of Texas, provides to the Contingent Payor, **NAME.~~NAME~~** and Construction Manager-at-Risk for the aforesaid Project, the following information:

1. Primary Obligor's full name, mailing address, and business telephone number: **~~City of Bedford, 2000 Forest Ridge Dr., Bedford, TX 76021, 817-952-2100~~NAME**

2. The name and address of the surety on the payment bond provided to the Primary Obligor to which any notice of claim should be sent: **NAME**

_____.

3. Primary Obligor hereby states that funds are available and have been authorized for the full contract amount for the construction of the improvements.

_____

Printed Name **Date**

TITLE

City of Bedford, Texas

§ 3.1.2 ~~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. Thereafter, the Construction Manager may only request such evidence if (1) the Owner fails to make payments to the Construction Manager as the Contract Documents require, (2) a change in the Work materially changes the Contract Sum, or (3) the Construction Manager identifies in writing a reasonable concern regarding the Owner's ability to make payment when due. The Owner shall furnish such evidence as a condition precedent to commencement or continuation of the Work or the portion of the Work affected by a material change. After the Owner furnishes the evidence, the Owner shall not materially vary such financial arrangements without prior notice to the Construction Manager and Architect.~~

§ 3.1.3 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 Section 6.1.1, (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 negotiate~~agree to~~ a corresponding change in the Project's scope and quality.

§ 3.1.4 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 deemed 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 Construction Manager shall be entitled to reasonably 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.

§ 3.1.4.1 The Owner shall furnish all tests, inspections and reports required by law, and as otherwise agreed to by the parties, including but not limited to,~~such as~~ structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 3.1.4.2 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The surveys and legal information shall include, as

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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 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.

§ 3.1.4.3 The Owner, when such services are reasonably required by the Project, shall furnish, or reimburse the Construction Manager for furnishing the requested, ~~shall furnish~~ services of geotechnical engineers, which may include but are not limited to 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.

§ 3.1.4.4 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 deemed 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.

§ 3.2 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~~–2007~~2017, the Architect does not have such authority. The term "~~"~~Owner"~~"~~ means the Owner or the Owner's authorized representative.

§ 3.2.1 Legal Requirements. The Owner shall furnish all legal, insurance 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.

§ 3.3 Architect

The Owner shall retain an Architect to provide services, duties and responsibilities, including any additional services requested by the Construction Manager that are necessary for the Preconstruction and Construction Phase services under this Agreement. ~~as described in AIA Document B133™–2014, Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition.~~ The Owner shall provide the Construction Manager a copy of the executed agreement between the Owner and the Architect, and any further modifications to the agreement. The Owner reserves the right to redact irrelevant or confidential information not relevant to performance of the Construction Manager's performance contained in its executed agreement with the Architect.

§ 3.4 Inspection and Testing

The Owner may 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.

ARTICLE 4 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES

§ 4.1 Compensation

§ 4.1.1 For the Construction Manager's Preconstruction Phase services, the Owner shall compensate the Construction Manager as follows:

§ 4.1.2 For the Construction Manager's Preconstruction Phase services described in Sections 2.1 and 2.2:
(Insert amount of, or basis for, compensation and include a list of reimbursable cost items, as applicable.)

«Zero dollars and Zero cents. ($0.00) Refer to Exhibit "B". »

§ 4.1.3 If the Preconstruction Phase services covered by this Agreement have not been completed within (12) months of the date of this Agreement, through no fault of the Construction Manager, the Construction Manager's compensation for Preconstruction Phase services may~~shall~~ be equitably adjusted.

§ 4.1.4 Compensation based on Direct Personnel Expense includes the direct salaries of the Construction Manager's personnel providing Preconstruction Phase services on the Project and the Construction Manager's costs for the

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mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, employee retirement plans and similar contributions. All such compensation shall be included in any GMP or revised GMP proposed by the CMR to the Owner. The Direct Personnel Expense shall be based upon the percentage of the personnel's work dedicated to the Project and numbers of hours worked.

§ 4.2 Payments

§ 4.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed.

§ 4.2.2 Payments are due and payable upon presentation of the Construction Manager's invoice. Amounts unpaid «Thirty» («30») calendar ~~» (« »)~~ days after the invoice date, or such other date as be applicable to the Owner by virtue of the Owner's status as a governmental entity, shall bear interest at monthly or annual interest ~~the~~ rate agreed upon by~~entered below, or in the absence thereof at~~ the parties. ~~legal rate prevailing from time to time at the principal place of business of the Construction Manager.~~

~~*(Insert rate of monthly or annual interest agreed upon.)*~~

~~« » % « »~~

ARTICLE 5 COMPENSATION FOR CONSTRUCTION PHASE SERVICES

§ 5.1 For the Construction Manager's performance of the Work as described in Section 2.3, the Owner shall pay the Construction Manager the Contract Sum in current funds. The Contract Sum is the Cost of the Work as defined in Section 6.1.1 plus the Construction Manager's Fee.

§ 5.1.1 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.)

Refer to Exhibit "A", Guaranteed Maximum Price Amendment.

~~« »~~

§ 5.1.2 The method of adjustment of the Construction Manager's Fee for changes in the Work:

Refer to Exhibit "A", Guaranteed Maximum Price Amendment.~~« »~~

§ 5.1.3 Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work:

Refer to Exhibit "A", Guaranteed Maximum Price Amendment.

~~« »~~

§ 5.1.4 Rental rates for Construction Manager-owned equipment shall not exceed ~~« »~~ percent (~~« »~~ %) of the standard rate paid at the place of the Project.

§ 5.1.5 Unit prices, if any:

(Identify and state the unit price; state the quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit ($0.00)
Refer to Exhibit "A", Guaranteed Maximum Price Amendment.		

§ 5.2 Guaranteed Maximum Price

§ 5.2.1 The Construction Manager guarantees that the Contract Sum shall not exceed the Guaranteed Maximum Price set forth in the Guaranteed Maximum Price Amendment, as it is amended from time to time. To the extent that the Contract Sum may be increased as provided in the Contract Documents, the Guaranteed Maximum Price shall likewise be so increased. Should the Cost of the Work exceed~~exceeds~~ the Guaranteed Maximum Price, the Construction Manager shall bear such costs in excess of the Guaranteed Maximum Price without reimbursement or

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additional compensation from the Owner. Notwithstanding the inclusion in this Agreement of the Construction Managers Schedule of Values, it is understood that the individual line-items appearing in the Schedule of Values are included to facilitate payment to Construction Manager and shall not be deemed a line-item guarantee for any particular line-item. Construction Manager is only guaranteeing the aggregate of the total Cost of the Work plus Contractor's Fee and General Conditions into a total GMP that the CMR will not ask the Owner to exceed.

(Insert specific provisions if the Construction Manager is to participate in any savings.)

« If at the conclusion of the project the Guaranteed Maximum Price is greater than the Cost of the Work plus the Contractor's fee, such difference shall be deemed as "Savings". All Savings shall be divided 100% to the Owner and 0% to the Construction Manager. »

~~«–»~~

§ 5.2.2 The Guaranteed Maximum Price ~~is subject to additions and deductions by Change Order as provided in the Contract Documents~~ and/or the Date of Substantial Completion may~~shall~~ be subject to adjustment by Change Order as provided in the Contract Documents.

§ 5.2.2.1 Repairing or correcting damaged or nonconforming Work executed by the Construction Manager, Subcontractors, or suppliers shall not be considered to be a Change in the Work or a Change Order.

§ 5.3 Changes in the Work

§ 5.3.1 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 Architect may make minor changes in the Work as provided in Section 7.4 of AIA Document A201–~~2007~~2017, General Conditions of the Contract for Construction. The Construction Manager may~~shall~~ be entitled to an equitable adjustment in the Contract Time as a result of changes in the Work.

§ 5.3.2 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 Section 7.3.3 of AIA Document A201–~~2007~~2017, General Conditions of the Contract for Construction.

§ 5.3.3 In calculating adjustments to subcontracts (except those awarded with the Owner's prior consent on the basis of cost plus a fee), the terms "~~"~~cost"~~"~~ and "~~"~~fee"~~"~~ as used in Section 7.3.3.3 of AIA Document A201–~~2007~~2017 and the term "~~"~~costs"~~"~~ as used in Section 7.3.7 of AIA Document A201–~~2007~~2017 shall have the meanings assigned to them in AIA Document A201–~~2007~~2017 and shall not be modified by Sections 5.1 and 5.2, Sections 6.1 through 6.7, and Section 6.8 of this Agreement. Adjustments to subcontracts awarded with the Owner's prior consent on the basis of cost plus a fee shall be calculated in accordance with the terms of those subcontracts.

§ 5.3.4 In calculating adjustments to the Guaranteed Maximum Price, the terms "~~"~~cost"~~"~~ and "~~"~~costs"~~"~~ as used in the above-referenced provisions of AIA Document A201–~~2007~~2017 shall mean the Cost of the Work as defined in Sections 6.1 to 6.7 of this Agreement and the term "~~"~~fee"~~"~~ shall mean the Construction Manager's Fee as defined in Section 5.1 of this Agreement.

§ 5.3.5 If no specific provision is made in Section 5.1.2 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 5.1.2 will cause substantial inequity to the Owner or Construction Manager, the Construction Manager's Fee may~~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.

ARTICLE 6 COST OF THE WORK FOR CONSTRUCTION PHASE

§ 6.1 Cost of the Work~~Costs to Be Reimbursed~~

§ 6.1.1 The term Cost of the Work shall mean costs necessarily incurred by the Construction Manager in the proper performance of the Work. Such costs shall be at rates not higher than the standard paid at the place of the Project except with prior consent of the Owner. The Cost of the Work shall include only the items set forth in Sections 6.1 through 6.7.

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§ 6.1.2 Where any cost is subject to the Owner's prior approval, the Construction Manager shall obtain this approval prior to incurring the cost. The parties shall endeavor to identify any such costs prior to executing Guaranteed Maximum Price Amendment.

§ 6.2 Labor Costs

§ 6.2.1 Wages of construction workers directly employed by the Construction Manager to perform the construction of the Work at the site or, with the Owner's prior approval, at off-site workshops.

§ 6.2.2 Wages or salaries of the Construction Manager's supervisory and administrative personnel when performing services related to the Work~~stationed at the site with the Owner's prior approval~~.
(If it is intended that the wages or salaries of certain personnel stationed at the Construction Manager's principal or other offices shall be included in the Cost of the Work, identify in Section 11.5, the personnel to be included, whether for all or only part of their time, and the rates at which their time will be charged to the Work.)

§ 6.2.3 Wages and salaries of the Construction Manager's supervisory or administrative personnel engaged at factories, workshops or on the road, 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.

§ 6.2.4 Costs paid or incurred by the Construction Manager for taxes, except taxes from which the Owner is exempt by virtue of its status as a governmental entity, as specified in the supplementary Conditions to AIA Document A201, insurance, contributions, assessments and benefits required by law or collective bargaining agreements and, for personnel not covered by such 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 6.2.1 through 6.2.3.

§ 6.2.5 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. For purposes of this Agreement, such labor costs shall be based upon the percentage of that person(s) or entit(ies)' work dedicated to the Project and numbers of hours worked on the Project. Inclusion of such payments as labor costs for the Project shall require~~, with~~ the Owner's prior approval.

§ 6.3 Subcontract Costs

Costs incurred and payable~~Payments made~~ by the Construction Manager to Trade Contractors, Subcontractors or the Construction Manager, if and when the Construction Manager is awarded a subcontract approved by the Owner and Architect in writing, in accordance with the requirements of the subcontracts.

§ 6.4 Costs of Materials and Equipment Incorporated in the Completed Construction

§ 6.4.1 Costs, including transportation and storage~~,~~ of materials and equipment incorporated, or to be incorporated in the completed construction of the Project.

§ 6.4.2 Costs of materials described in the preceding Section 6.4.1 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.

§ 6.5 Costs of Other Materials and Equipment, Temporary Facilities and Related Items

§ 6.5.1 Costs of transportation, storage, installation, maintenance, dismantling 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 for such items.

§ 6.5.2 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 costs of transportation, installation, minor repairs, dismantling and removal. The total rental cost of any Construction Manager-owned item

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may not exceed the purchase price of any comparable item. Rates of Construction Manager-owned equipment and quantities of equipment shall be subject to the Owner's prior approval.

§ 6.5.3 Costs of removal of debris from the site of the Work and its proper and legal disposal.

§ 6.5.4 Reasonable reproduction costs, costsCosts of telegramsdocument reproductions, facsimile transmissions and long-distance telephone calls, postage and expressparcel delivery charges, telephone service at the site and reasonable petty cash expenses of the site office.

§ 6.5.5 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.

§ 6.5.6 Costs of materials and equipment suitably stored off the site at a mutually acceptable location, subject to the Owner's prior approval.

§ 6.6 Miscellaneous Costs

§ 6.6.1 Premiums for that portion of insurance and bonds required by the Contract Documents that can be directly attributed to this Contract. Self-insurance for either full or partial amounts of the coverages required by the Contract Documents, with the Owner's prior, written approval.

§ 6.6.2 Taxes whichSales, 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, as specified in the Supplementary Conditions to AIA Document A201.

§ 6.6.3 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.

§ 6.6.4 Fees of laboratories for tests required by the Contract Documents, except those related to defective or nonconforming Work for which reimbursement is excluded by Section 13.5.3 of AIA Document A201 2007 2017 or by other provisions of the Contract Documents, and which do not fall within the scope of Section 6.7.3.

§ 6.6.5 Royalties and license fees paid for the use of a particular design, process or product required by the Contract Documents; the cost of defending suits or claims for infringement of patent rights arising from such requirement of the Contract Documents; and 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. However, such costs of legal defenses, judgments and settlements shall not be included in the calculation of the Construction Manager's Fee or subject to the Guaranteed Maximum Price. If such royalties, fees and costs are excluded by the last sentence of Section 3.17 of AIA Document A201 2007 2017 or other provisions of the Contract Documents, then they shall not be included in the Cost of the Work.

§ 6.6.6 Costs for electronic equipment and software, directly related to the Work, with the Owner's prior approval.

§ 6.6.7 Deposits lost through no fault offor causes other than the Construction Manager. This provision expressly does not apply to deposits lost as a result, in whole or in part, of Construction Manager, or any of its subcontractors'Manager's negligence or failure to fulfill a specific responsibility in the Contract Documents.

§ 6.6.8 Legal, mediation and arbitration 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 written approval, which shall not be unreasonably withheld.

§ 6.6.9 Subject to the Owner's prior approval, 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. Any such policy implemented contemporaneous with, or after the Construction Manager entering into this Contract shall not be considered under this provision.

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§ 6.7 Other Costs and Emergencies

§ 6.7.1 Other costs incurred in the performance of the Work if, and to the extent, approved in advance in writing by the Owner.

§ 6.7.2 Reasonable costs~~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 Section 10.4 of AIA Document A201–~~2007~~2017.

~~**§ 6.7.3§ 6.7.3** 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 negligence or failure to fulfill a specific responsibility of 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.~~

~~**§ 6.7.4**~~ The costs described in Sections 6.1 through 6.7 shall be included in the Cost of the Work, notwithstanding any provision of AIA Document A201–~~2007~~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 6.8.

§ 6.8 Costs Not To Be Reimbursed

§ 6.8.1 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 6.2, or as may be provided in Article 11;
- **.2** Expenses of the Construction Manager's principal office and offices other than the site office;
- **.3** Overhead and general expenses, except as may be expressly included in Sections 6.1 to 6.7;
- **.4** The Construction Manager's capital expenses, including interest on the Construction Manager's capital employed for the Work;
- **.5** Costs.~~**5** Except as provided in Section 6.7.3 of this Agreement, costs~~ due to the negligence or failure of 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 to fulfill a specific responsibility of the Contract;
- **.6** Any cost not specifically and expressly described in Sections 6.1 to 6.7;
- **.7** Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded; and
- **.8** Costs for services incurred during the Preconstruction Phase.

§ 6.9 Discounts, Rebates and Refunds

§ 6.9.1 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 them 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.

§ 6.9.2 Amounts that accrue to the Owner in accordance with the provisions of Section 6.9.1 shall be credited to the Owner as a deduction from the Cost of the Work.

§ 6.10 Related Party Transactions

§ 6.10.1 For purposes of Section 6.10, the term "~~"~~related party"~~"~~ shall mean a parent, subsidiary, affiliate or other entity having common ownership or management with the Construction Manager; any entity in which any stockholder in, or management employee of, the Construction Manager owns any interest in excess of ten percent in the aggregate; or any person or entity which has the right to control the business or affairs of the Construction Manager. The term "~~"~~related party"~~"~~ includes any member of the immediate family of any person identified above.

§ 6.10.2 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

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transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction, 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 Sections 2.3.2.1, 2.3.2.2 and 2.3.2.3. If the Owner fails to authorize the transaction, 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 Sections 2.3.2.1, 2.3.2.2 and 2.3.2.3.

§ 6.10.3 Owner acknowledges that Construction Manager may propose that affiliated entities of the Construction Manager perform varies scopes of work on the Project. Owner agrees that such affiliated entities shall have the opportunity to compete for the respective scopes of work and, should the owner determine that such an affiliated entity is the lowest responsible bidder and would provide the best value, that work performed by such an affiliated entity shall be as a subcontractor and not as though the work were self-performed by Construction Manager for all purposes except those set forth in Article 8. Construction Manager represents that these affiliated entities have the requisite skill, experience and ability to satisfactorily perform the proposed scopes of work.

§ 6.11 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 maintained in a condition that is 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, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor's proposals, purchase orders, vouchers, memoranda and other data relating to the Cost of the Work. The Contractor's General Conditions shall be subject to audit by the Owner or the Owner's auditors.~~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 7 PAYMENTS FOR CONSTRUCTION PHASE SERVICES

§ 7.1 Progress Payments

§ 7.1.1 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.

§ 7.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month.~~, or as follows:~~

~~**INSERT PERIOD TO BE COVERED BY EACH APPLICATION FOR PAYMENT**~~

~~«—»~~

§ 7.1.3 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 certified amount to the Construction Manager not later than the **«25th»** day of the following~~«—»~~ month or no later than thirty (30) calendar days after Architect receives the Application for Payment. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than **«(30) calendar** days after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 7.1.4 With each Application for Payment, the Construction Manager shall submit a Construction Manager's affidavit in a form reasonably satisfactory to Owner, conditional lien waivers in substantial compliance with Chapter 53 of the Texas Property Code along with the appropriate applicable lien waivers and releases (including subcontractor lien waivers) ~~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 cash disbursements 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, less that portion of those payments attributable to the Construction Manager's Fee, plus payrolls for the period covered by the present Application for Payment.

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§ 7.1.5 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 the various portions of the Work, except that the Construction Manager's Fee and General Requirements shall be shown as a ~~single~~ separate line item. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Construction Manager's Applications for Payment. Notwithstanding the inclusion in this Agreement of the Construction Managers schedule of values, it is understood that the individual line-items appearing in any such schedule are included as a tool for accounting purposes and to facilitate payment to Construction Manager. The schedule of values shall not be deemed a line-item guarantee for any particular line-item and Construction Manager is only guaranteeing the aggregate of the total Cost of the Work plus the Construction Manager's Fee into a GMP that the CMR shall not ask the Owner to exceed.

§ 7.1.6 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 for which the Construction Manager has made or intends to make actual 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.

§ 7.1.7 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

.1 Take 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 schedule of values. Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201–~~2007~~2017;

.2 Add 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 Work, or if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing;

.3 Add the Construction Manager's Fee, less retainage of « **Five**» percent (~~«~~ **5**~~»~~ %). The Construction Manager's Fee shall be computed upon the Cost of the Work at the rate stated in Section 5.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, shall be an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work bears to a reasonable estimate of the probable Cost of the Work upon its completion;

.4 Subtract retainage of ~~«~~ **Five** ~~»~~ percent (~~«~~ **5**~~»~~ %) from that portion of the Work that the Construction Manager self-performs;

.5 Subtract the aggregate of previous payments made by the Owner;

.6 Subtract the shortfall, if any, indicated by the Construction Manager in the documentation required by Section 7.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and

.7 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201–~~2007~~2017.

§ 7.1.8 The Owner and Construction Manager shall agree upon (1) a mutually acceptable procedure for review and approval of payments to Subcontractors and (2) the percentage of retainage held on Subcontracts, and the Construction Manager shall execute subcontracts in accordance with those agreements.

§ 7.1.9 Except with the Owner's prior approval, the Construction Manager shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 7.1.10 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 shall not be deemed to represent that the Architect has made a detailed examination, audit or arithmetic verification of the documentation submitted in accordance with Section 7.1.4 or other supporting data; that the Architect has made exhaustive or continuous on-site inspections; or 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. Upon

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reasonable notice to Construction Manager, such~~Such~~ examinations, audits and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner and at the Owner's sole cost.

§ 7.1.11 Construction Manager's lump-sum agreements with contractors, subcontractors and Constructions Manager's affiliated entities will be subject to audit by the Owner and/or Architect.

§ 7.1.12 Should the Owner fail to pay the Construction Manager in accordance with the terms of the Contract Documents, the Construction Manager, in lieu of terminating the Contract in accordance with Article 14.1 of AIA Document A201 may, after providing at least five (5) calendar days' notice of its intent to stop Work, stop work on the Project. Contractor shall not be obligated to proceed with any further Work until payment is made in accordance with the Contract Documents. The Construction Manager may be entitled to a time extension to the date of Substantial Completion under the Contract Documents for the period of the delay due solely to the Owner's failure to make timely payment. This provision shall only apply to Owner's failure to make payment of undisputed amounts owed in accordance with the Contract Documents. The Parties' rights and obligations with respect to disputed amounts shall governed by Article 9 of this Agreement.

§ 7.2 Final Payment

§ 7.2.1 Final payment, constituting the entire owed and unpaid balance, including retainage, of the Contract Sum, shall be made by the Owner to the Construction Manager when

- **.1** the Construction Manager has satisfactorily fully performed all Work in the Contract, including any punch-list items, except for the Construction Manager's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201~~2007~~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.

The Owner's final payment to the Construction Manager shall be made no later than 30 calendar days after the issuance of the Architect's final Certificate for Payment, or as follows:

~~**INSERT CONDITIONS FOR OWNER RELEASE OF FINAL PAYMENT**~~
Punch List
Certificate of Substantial Completion, AIA Document G704
Final Change Order, AIA Document G701
Certificate of Occupancy
Final Application and Certification for Payment, AIA Document G702, G703
Contractor's Affidavit of Payment of Debts and Claims, AJA Document G706 Contractor's Affidavit of Release of Liens, AIA Document G706A
Consent of Surety Company to Final Payment, AIA Document G707 Contractor's Affidavit of Target Arlington Compliance
Lien Releases: Subcontractors/Suppliers Record Drawings
Maintenance Bonds
Operation/Maintenance Instructions and Parts List Submittal Log and Submittal Data
HVAC Test/Adjust/Balance Report with Statement of Consultant review/Acceptance Subcontractor List
Warranty Letters
Asbestos-Containing Materials Affidavit
TDLR/TAS Accessibility- Final Inspection and Letter

~~«—»~~

§ 7.2.2 The Owner's auditors will review and report in writing on the Construction Manager's final accounting within 60 calendar~~30~~ days after delivery of the final accounting to the Architect by the Construction Manager. If the Owner's auditors fail to report in writing on the Construction Manager's final accounting within 60 calendar days after delivery of the final accounting, then on the 61st day, the final accounting shall be deemed substantiated in the amount claimed by Construction Manager. Said 60 day deadline shall be tolled if Construction Manager fails to provide adequate supporting documentation upon written request from Owner. Based upon such Cost of the Work as

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the Owner's auditors report to be substantiated by the Construction Manager's final accounting, and provided the other conditions of Section 7.2.1 have been met, the Architect will, within seven calendar days after receipt of the written report of the Owner's auditors, 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 Section 9.5.1 of the AIA Document A201–~~2007~~2017. The time periods stated in this Section supersede those stated in Section 9.4.1 of the AIA Document A201–~~2007~~2017. The Architect is not responsible for verifying the accuracy of the Construction Manager's final accounting.

If the Owner's auditors fail to timely report in writing on the Construction Manager's final accounting, then the Owner shall make payment to the Construction Manager based upon the substantiated final accounting. Construction Manager's General Requirements and lump-sum agreements with contractors, subcontractors, suppliers and Construction Manager's affiliated entities will be subject to audit by the Owner.

§ 7.2.3 If the Owner's auditors report the Cost of the Work as substantiated by the Construction Manager's final accounting to be 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 Section 15.2 of A201–~~2007~~2017. A request for mediation shall be made by the Construction Manager within 30 calendar 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.~~ Pending a final resolution of the disputed amount, the Owner shall pay the Construction Manager any undisputed amounts deemed substantiated by Owner's auditors~~the amount certified in the Architect's final Certificate for Payment~~.

§ 7.2.4 If, subsequent to final payment and at the Owner's request, the Construction Manager incurs costs described in Section 6.1.1 and not excluded by Section 6.8 to correct defective or nonconforming Work, the Owner shall reimburse the Construction Manager 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 the Construction Manager has participated in savings as provided in Section 5.2.1, the amount of such savings shall be recalculated and appropriate credit given to the Owner in determining the net amount to be paid by the Owner to the Construction Manager.

ARTICLE 8 INSURANCE AND BONDS

For all phases of the Project, the Construction Manager and the Owner shall purchase and/or maintain insurance, and the Construction Manager shall provide bonds as set forth in this Agreement plus the Owner's RFP, including any addendums thereto. All such insurance companies and bonding companies shall be rated at least "A-" by A.M. Best and licensed to do business in the State ~~Article 11~~ of Texas. The Construction Manager shall provide the Owner with copies of all such insurance policies and bonds. The Construction Manager shall immediately notify the Owner about any material change in any of the insurance polic(ies) or bond(s) purchased and/or maintained to comply with this Section. Failure by the Construction Manager to maintain any bonds or insurance coverages in full force and effect as required by this Agreement or as specified in AIA Document A201–2017 shall be a material breach of this Agreement that shall, at a minimum, give the Owner the right to stop all payments to the Construction Manager related to the Work on this Project until such breach is cured to the Owner's approval in its sole discretion.

(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201–2017.)

Type of Insurance or Bond	Limit of Liability or Bond Amount ($0.00)
Refer to attached modified Article 11 of AIA Document A201-2017	

ARTICLE 9 DISPUTE RESOLUTION

§ 9.1 Any Claim between the Owner and Construction Manager shall be resolved in accordance with the provisions set forth in this Article 9 and Article 15 of A201–20~~0~~17. 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 9.3 of this Agreement shall not apply.

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§ 9.2 For any Claim subject to, but not resolved by mediation pursuant to Section 15.3 of AIA Document A201–20~~0~~17, the method of binding dispute resolution shall be as follows:
(Check the appropriate box. If the Owner and Construction Manager do not select a method of binding dispute resolution below, 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.)

[« »]

[« ~~« »~~] ~~Arbitration pursuant to Section 15.4 of AIA Document A201–2007~~2017

[~~«~~X~~»~~] Litigation in a court of competent jurisdiction in a State of Texas District Court in Tarrant County, Texas.

[« »] Other: *(Specify)*

~~« »~~

§ 9.3 Initial Decision Maker
The Architect will serve as the Initial Decision Maker pursuant to Section 15.2 of AIA Document A201–20~~0~~17 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. The Owner shall have final authority on questions relating to aesthetic effect, provided such authority is exercised in a way which is in good faith.
(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

~~« »~~
~~« »~~
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ARTICLE 10 TERMINATION OR SUSPENSION
§ 10.1 Termination Prior to Establishment of the Guaranteed Maximum Price
§ 10.1.1 Prior to the execution of the Guaranteed Maximum Price Amendment, the Owner may terminate this Agreement upon not less than seven (7) calendar 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 (7) calendar days' written notice to the Owner, for the reasons set forth in Section 14.1.1 of A201–~~2007~~2017.

§ 10.1.2 In the event of termination of this Agreement pursuant to Section 10.1.1, the Construction Manager shall be equitably compensated for Preconstruction Phase services 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 4.1.

§ 10.1.3 If the Owner terminates the Contract pursuant to Section 10.1.1 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 10.1.2:

.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 5.1 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.

Upon request~~The Owner shall also pay the Construction Manager fair compensation, either~~ by the Owner, Construction Manager, at its discretion, may sell~~purchase~~ or rent any ~~rental at the election of the Owner, for any~~

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equipment owned by ~~the~~ Construction Manager ~~which the Owner elects~~ to Owner that~~retain and which~~ is not otherwise included in the Cost of the Work under Section 10.1.3.1. The Owner shall pay the Construction Manager fair compensation, if mutually agreed to in writing by Owner and Construction Manager, for any such equipment. 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 10, 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.

If the Owner accepts, in writing, any assignment of subcontracts, purchase orders or rental agreements as described above, the Owner will reimburse, to the extent permissible by law, ~~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 any reasonable fees directly arising from such termination of the subcontract, purchase order or rental agreement. ~~the Construction Manager the costs necessarily incurred by the Construction Manager because of such termination.~~

§ 10.2 Termination Subsequent to Establishing Guaranteed Maximum Price
Following execution of the Guaranteed Maximum Price Amendment and subject to the provisions of Section 10.2.1 and 10.2.2 below, the Contract may be terminated as provided in Article 14 of AIA Document A201–~~2007~~2017.

§ 10.2.1 If the Owner terminates the Contract after execution of the Guaranteed Maximum Price Amendment, the amount payable to the Construction Manager pursuant to Sections 14.2 and 14.4 of A201–~~2007~~2017 shall not exceed the amount the Construction Manager would otherwise have received pursuant to Sections 10.1.2 and 10.1.3 of this Agreement.

§ 10.2.2 If the Construction Manager terminates the Contract after execution of the Guaranteed Maximum Price Amendment, the amount payable to the Construction Manager under Section 14.1.3 of A201–~~2007~~2017 shall not exceed the amount the Construction Manager would otherwise have received under Sections 10.1.2 and 10.1.3 above, except that the Construction Manager's Fee shall be calculated as if the Work had been fully completed by the Construction Manager, based upon the Work actually completed, utilizing as necessary a reasonable estimate of the Cost of the Work for Work not actually completed, .

§ 10.3 Suspension
The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–~~2007~~2017. In such case, the Guaranteed Maximum Price and Contract Time may~~shall~~ be increased as provided in Section 14.3.2 of AIA Document A201–~~2007~~2017, except that the term "~~"~~profit"~~"~~ shall be understood to mean the Construction Manager's Fee as described in Sections 5.1 and 5.3.5 of this Agreement.

ARTICLE 11 MISCELLANEOUS PROVISIONS
§ 11.1 Terms in this Agreement shall have the same meaning as those in A201–~~2007~~2017, as modified by the parties.

§ 11.2 Ownership and Use of Documents
Section 1.5 of A201–~~2007~~2017 shall apply to both the Preconstruction and Construction Phases.

§ 11.3 Governing Law and Venue
This Agreement shall be governed by the laws of the State of Texas. Exclusive venue for any claim or dispute related to this Agreement shall lie in the State of Texas District Courts in and for Tarrant County, Texas. ~~Section 13.1 of A201–2007 shall apply to both the Preconstruction and Construction Phases.~~

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§ 11.4 Assignment
The Owner and Construction Manager, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Construction Manager shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement. Except as provided in Section 13.2.2 of A201–2007~~2007~~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 such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 11.5 Other provisions:

« »

ARTICLE 12 SCOPE OF THE AGREEMENT AND ORDER OF PRECEDENCE OF DOCUMENTS OF AGREEMENT
§ 12.1 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.

§ 12.2 The following documents comprise the Agreement:

.1 AIA Document A133–2009, 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, as modified by the parties;

.2 AIA Document A201–2007~~2007~~2017, General Conditions of the Contract for Construction, as modified by

~~**.3** AIA Document E201™–2007, Digital Data Protocol Exhibit, if completed, or~~ the parties;~~following:~~

.3 Owner's Request for Proposals ~~**NUMBER/ TITLE**~~, including any addendums; and

~~« »~~

.4 ~~AIA Document E202™–2008, Building Information Modeling Protocol Exhibit, if completed, or the following:~~

~~« »~~

~~**.5**~~ Other documents:
(List other documents, if any, forming part of the Agreement.)

~~**INSERT OTHER RELEVANT DOCUMENTS**~~
Form 1295.
Exhibit "A" Guaranteed Maximum Price Amendment.
The Specifications, Refer to Exhibit "C" (To be added with the GMP)
The Drawings, Refer to Exhibit "D" (To be added with the GMP)
The Addenda, Refer to Exhibit "E" (To be added with the GMP)
And the following documents listed below
Section 00 2020 Performance Bond (To be added with the GMP)
Section 00 2030 Payment Bond (To be added with the GMP)
Section 00 2040 Maintenance Bond (To be added with the GMP)
Section 00 3010 Contractor's Status Information Form
Section 00 3020 Affidavit Against Prohibited Acts
Section 00 3030 Contractor Residency Statement
Section 00 3040 Wage Rate Affidavit and Prevailing Wage Rates
Section 00 3070 Green Cement Certified Compliance Statement
Section 00 3090 Affidavit against Boycotting Israel

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§ 12.3 Order of Precedence. Any conflicts between said documents listed in § 12.2 above shall be resolved in this order of precedence: (1) this Agreement, as amended by the parties and including any GMP when accepted in writing by the Owner; (2) the Owner's RFP, including any addendums thereto; (3) CMR's Response to Owner's RFP; (4) the General Conditions, as modified by the parties; (5) CMR's Drawing and Specification Log; and (6) CMR's Proposed Budget. Copies of the Owner's RFP, including any addendums thereto, and the CMR's Response to Owner's RFP are attached to this Agreement and incorporated herein as if set forth word for word.

This Agreement is entered into as of the day and year first written above.

City of Bedford, Texas **CONSTRUCTION MANAGER**

OWNER *(Signature)*	**CONSTRUCTION MANAGER-AT-RISK** *(Signature)*
Brian D. Bosshardt, City Manager «»«» *(Printed name and title)*	»« **Michael D. Freeman, President** » *(Printed name and title)*
Attest:	Attest:
Michael Wells **City Secretary** **City of Bedford, Texas**	

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CORPORATE ACKNOWLEDGEMENT

STATE OF TEXAS §
§
COUNTY OF TARRANT §

BEFORE ME, the undersigned on this day personally appeared **MICHAEL D. FREEMAN, PRESIDENT**, and attested that he is authorized to sign on behalf of **STEELE FREEMAN, INC.**. **MICHAEL D. FREEMAN** proved to me through the presentation of a valid **TEXAS** Driver's License 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. **MICHAEL D. FREEMAN** furthermore attested that he is signing this document in his capacity as **PRESIDENT** for and on behalf of **STEELE FREEMAN, INC**., and that such capacity makes his signature valid and binding to **STEELE FREEMAN, INC**.

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

NOTARY OF PUBLIC,
State of Texas

My Commission Expires:

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DRAFT

AIA® Document A201™ – 2017

General Conditions of the Contract for Construction

for the following PROJECT:
(Name and location or address)

Boys Ranch Park – Phase Next
2801 Forest Ridge Drive
Bedford, Texas 76201»

THE OWNER:
(Name, legal status and address)

City of Bedford
2000 Forest Ridge Drive
Bedford, Texas 76201

THE ARCHITECT:
(Name, legal status and address)

Oxley Williams Tharp Architects
509 Pecan Street, Suite 100
Fort Worth, Texas 76102

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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. The Contract Documents shall include bidding documents as listed in the Instructions to Bidders and any alterations made thereto by addenda. In the event of a conflict or contradiction within the Contract Documents and for the resolution of same, the following order of hierarchy shall prevail.

1. Contract;
2. Addenda;
3. Supplementary General Conditions;
4. General Conditions;
5. Specifications;
6. Drawings;
7. Instructions to Bidders;
8. Invitation to Bid;
9. Sample Forms.

§ 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. As a material consideration for the making of the Contract Documents, modification to this Contract shall not be construed against the maker of said modifications 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.

§ 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, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. 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 respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

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§ 1.1.8 Initial Decision Maker
The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims 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.

§ 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 In case of discrepancy between two or more drawings (Architectural, Structural, Mechanical, etc.) or drawings and specifications, the Architect shall be the sole judge as to which takes precedence.

§ 1.2.5 Do not scale drawings for dimensions. Accurately lay out such work from dimensions indicated on architectural drawings unless such is found in error. Dimensions found in error should be submitted to Architect for resolution before proceeding with the Work. Consult Architect for interpretations concerning locations of equipment, fixtures, and access panels not dimensioned on drawings.

§ 1.2.6 Similar conditions may be illustrated by a single 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 interpretations by himself, except at his own risk, responsibility and expense.

§ 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 in their Instruments of Service, 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 or published Owner policies and procedures in existence at the time of this Agreement 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

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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 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.

§1.7.1 Property of Political Subdivision. It is distinctly understood that by virtue of this Contract, no mechanic, contractor, materialmen, artisan, laborer, or subcontractor, whether skilled or unskilled, shall ever in any manner have, claim, or acquire any lien upon the project of whatever nature or kind so erected to or to be erected by virtue of this contract, nor upon any of the Land upon which said improvements are so erect, built, or situated such property being public property belonging to a political subdivision of the State of Texas.

§ 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 a representative with respect to the Project to bind the Owner with respect to all matters requiring the Owner's Approval or authorization. Such representative shall not have authority to make final decisions on behalf of the Owner concerning Change Orders, changing the Guaranteed Maximum Price, extending the date of Substantial or Final Completion, or other items requiring City Council approval; however, the Owner or such authorized representative, shall render decisions in a timely manner to avoid unreasonable delay in the service or Work of the Contractor. 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.

§ 2.2 Evidence of the Owner's Financial Arrangements

§ 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

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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.

§ 2.2.3 The Owner shall furnish surveys describing physical characteristics, legal limitations, and utility locations for the site of the Project, and a legal description of the site. Owner does not guarantee the accuracy of the survey as describing the site of the Project and Contractor should determine the sufficiency of same before beginning the work. The Owner does not guarantee the utility lines to be in the exact locations as shown on plans and surveys. Contractor shall verify with the utilities the location of utility lines. Any water, gas or sewer line, telephone, telegraph or electric wire, or cable broken or cut by the Contractor or any of his workmen or subcontractors, shall be replaced by the Contractor at his own expense, or by the responsible subcontractor at its own expense, and will not be paid for by the Owner. Repairs shall be made immediately, and no other work shall be done until breaks or damages have been repaired and service restored. Any delay caused by the cut or break shall be solely attributed to the Contractor.

§2.2.3.1 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 the subsurface conditions. If the Owner or the Architect has made nay 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 the Owner or Architect furnishes any such information

§ 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 and whose status under the Contract Documents shall be that of the Architect.

§ 2.3.4 The Owner shall furnish 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 information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 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 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.

§ 2.3.6 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.

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§ 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.

§ 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 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 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 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.

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.

§ 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.

§ 3.1.4 The Contractor represents and warrants the following to the Owner (in addition to the other representations and warranties contained in the Contract Documents), which representations and warranties shall survive the execution and delivery of the Contract and the Final Completion of the Work:

.1 that it is financially solvent, able to pay its debts as they mature, and possessed of sufficient working capital to complete the Work and perform its

obligations under the Contract Documents;

.2 that it is able to furnish the tools, materials, supplies, equipment and labor required to timely complete the Work and perform its obligations hereunder and has sufficient experience and competence to do so;

.3 that it is authorized to do business in the State where the Project is located and properly licensed by all necessary governmental, public and quasi-public authorities having jurisdiction over it, the Work, or the site of the Project; and

.4 that the execution of the Contract and its performance thereof are within its duly-authorized powers.

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§ 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 visited the site, become generally familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents.

§ 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.

§ 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.

§ 3.3 Supervision and Construction Procedures

§ 3.3.1 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 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 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.

§ 3.3.4 The Contractor shall properly and efficiently coordinate the timing, scheduling and routing of all Work performed by all trades and sub-contractors.

§ 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

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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 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.

§ 3.4.2.1 After the Contract has been executed, the Owner and Architect will consider requests for the substitution of products in place of those specified only under conditions set forth in the General Requirements (Division 1 of the Specifications). Requests for substitution, when forwarded by the Contractor to the Architect, are understood to mean that the Contractor:

.1 Represents that he has personally investigated the proposed substitute product and determined that it is equal or superior in all respects to that specified.

.2 Will provide the same guarantee for the substitution that he would for that specified;

.3 Certified that the cost data presented is complete and includes all related costs under this Contract, but excludes costs under separate contracts and the Architect's redesign costs, and that he waives all claims for additional costs related to the substitution which subsequently becomes 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.

§ 3.4.2.2 Substitutions will not be considered if they are indicated or implied on shop drawing submissions without the formal request required in Section 3.4.2.1.

§ 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.

§ 3.4.4 Prevailing Wages. Attention is called to the Government Code, Chapter 2258, Prevailing Wage Rates. Among other things, this Article provides that it shall be mandatory upon the Contractor and upon any subcontractor under him to pay not less than the prevailing rates of per diem wages in the locality at the time of construction to all laborers, workmen, and mechanics employed by them in the execution of the Contract. The Owner has established such prevailing wage rates. No claims for additional compensation shall be considered by Owner because of payments of wage rates in excess of the applicable rate provided herein. A contractor or subcontractor who fails to pay the required prevailing wage rate shall be subject to the penalty specified in Chapter 2258.

§ 3.4.5 Owner reserves the right to receive and review payroll records, payment records, and earnings statements of employees of Contractor, and of Contractor's Subcontractors, and of Sub-Subcontractors

§ 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. 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.

§ 3.5.1.1 Except where otherwise stipulated in the Contract Documents, the Contractor shall, as per its Contract, warranty all materials and workmanship furnished under this Contract for a period of two years after the date of Substantial Completion and shall repair and make good, without expense to the Owner, any and all defects in his work which may develop within that time. If within two years after the date of Substantial Completion, any Work is

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found to be defective, the Contractor shall promptly, without cost to the Owner and in accordance with the Owner's written instructions, either correct such defective Work, or, if it has been rejected by the Owner, remove it from the Site and replace it with non-defective Work. If the Contractor does not promptly comply with the terms of such instructions, or in any emergency where delay could cause serious risk of loss or damage, the Owner may have the defective Work corrected by others and the Contractor shall reimburse the Owner its actual costs for such corrections (such costs to include but not limited to fees and charges of engineers, architects, attorneys and other professionals).

§ 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.

§ 3.5.2.1 All required warranties on equipment, machinery, materials, or components shall be submitted to the Architect on the manufacturer's or supplier's approved forms at the time of Substantial Completion

§ 3.6 Taxes

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.

§ 3.6.1 This Project is eligible for exemption from the State Sales Tax on materials incorporated in the Project, provided that Contractor fulfills the requirements of State Tax Laws. For the purpose of establishing exemption, it is understood and agreed that Contractor will be required to segregate materials and labor costs at the time a Contract is awarded, and will accept an exemption certificate from Owner. The Contractor shall pay any taxes otherwise assessed because of Contractor's failure to comply with the requirements of State Law to qualify for that tax exemption.

§ 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 14 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 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, stating the reasons. If either party disputes the Architect’s determination or recommendation, that party may submit a Claim 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

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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 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

§ 3.9.2 The 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 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 time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable 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 Contractor's Construction and Submittal Schedules

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement 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 of the Work. The schedule shall provide for the orderly progression of the Work 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 and Project.

§ 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 for the Architect's approval. The Architect's approval shall not be unreasonably delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow 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, the 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.

§ 3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

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§ 3.11 Documents and Samples at the Site
The Contractor shall make available, at the Project site, the Contract Documents, including 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 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.

§ 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.

§ 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 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

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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 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 of the services, certifications, and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor the 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.

§ 3.12.11 The Architect's review of Contractor's submittals will be limited to examination of an initial submittal and one (1) resubmittal. The Owner is entitled to obtain reimbursement from the Contractor for amounts paid to the Architect for evaluation of additional submittals.

§ 3.13 Use of Site

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.

§ 3.14 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. 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.

§ 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 with access to the Work in preparation and progress wherever located. Contractor shall ensure that the Work, at all times, is performed in a manner that affords Owner reasonable access, both vehicular and pedestrian, to the site of the Work and all adjacent areas. The Work shall be performed in such a manner that public areas adjacent to the Site of the Work shall be free from all debris, building material and equipment likely to cause hazardous conditions. Contractor shall use its best efforts to minimize any interference

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with the occupancy or beneficial use of any area or building adjacent to the site of the Work, or the building, in the event of partial occupancy. The presence of the Owner, Architect or their representatives does not constitute acceptance or approval of the Work.

§ 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 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 an infringement of a copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the 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, 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, 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 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 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, compensation, or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

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.

§ 4.2 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 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.

§ 4.2.2.1 The Owner is entitled to reimbursement from the Contractor for amounts paid to the Architect for site visits made necessary by the fault of the Contractor or by defects and deficiencies in the work.

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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 from the most recent construction schedule submitted by the Contractor, and (3) 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. However, Owner reserves the right to communicate directly with the Contractor. 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 13.4.2 and 13.4.3, 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 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 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.

§ 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.

§ 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.

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§ 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 Owner's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents. The Architect shall be the initial decision maker of the design intent with respect to such matters, but the Architect's authority with respect thereto shall not contravene any other rights of the Owner ascribed to the Owner by other provisions of the Contract.

§ 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 notify the Owner and Architect 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 whether the Owner or the Architect (1) has reasonable objection to any such proposed person or entity or (2) requires additional time for review. Failure of the Architect to provide notice 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.

§ 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

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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.

§ 5.3.1 Contractor shall promptly notify Owner and Architect of any material defaults by any Subcontractor. Notwithstanding any provision contained in Article 5 to the contrary, it is hereby acknowledged and agreed that Owner has in no way agreed, expressly or implicitly, nor will Owner agree, to allow any Subcontractor or other materialman or workman employed by Contractor the right to obtain a personal judgment or to create a lien against Owner for the amount due from the Contractor.

§ 5.3.2 In the event of any termination of the Contract in accordance with Article 14, Owner shall not be liable to any subcontractor. Contractor shall be responsible for any claim of a subcontractor for Work executed under the Contract.

§ 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; 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 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 obligations under the subcontract.

§ 5.4.4 Such assignment shall not constitute a waiver by Owner of its rights against Contractor, including, but not limited to, claims for defaults, delays or defects for which a subcontractor or material vendor may also be liable. Owner shall only be responsible for compensating subcontractors for Work performed or material furnished from and after the date on which the Owner gives written notice of its acceptance of the subcontract agreement. Owner shall not be responsible for any Work performed or materials furnished by subcontractors prior to the date of Owner's written notice of acceptance.

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 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.

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§ 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 notify the Architect of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor that would render it unsuitable for 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.

§ 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.

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§ 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 7.3.4.

§ 7.3.4 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. 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 shall be limited to the following:

- **.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;
- **.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** 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.

§ 7.3.8 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

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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.

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.

§ 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.

§ 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 (1) an act or neglect of the Owner or Architect, of an employee of either, or of a Separate Contractor; (2) by changes ordered in the Work; (3) by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, 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, justify delay, then the Contract Time may be extended for such reasonable time as the Architect may determine.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

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§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

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 total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 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

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 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 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.

§ 9.3 Applications for Payment

§ 9.3.1 At least ten 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 application shall be notarized, if required, and supported by all data substantiating the Contractor's right to payment that the Owner or Architect require, such as copies of requisitions, and releases and waivers of liens from Subcontractors and suppliers, and shall reflect retainage if provided for in the Contract Documents.

§ 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.

§ 9.3.2 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, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or encumbrances, in favor of the Contractor, Subcontractors, suppliers, or other persons or entities that 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

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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.

§ 9.5 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 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; or
- **.7** repeated failure to carry out the Work in accordance with the Contract Documents.

§ 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.

§ 9.5.3 When the 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.

§ 9.5.4.1 Notwithstanding any provision contained within this Article, if the Work has not attained Substantial Completion or Final Completion by the required dates, subject to extensions of time allowed under these Conditions, then Architect may withhold any further payment to Contractor to the extent necessary to preserve sufficient funds to complete the construction of the Project and to cover liquidated damage. The Owner shall not be deemed in default by reason of withholding such payment.

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§ 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 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, 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 Work not in accordance with the Contract Documents.

§ 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 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 or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time may be extended appropriately and the Contract Sum may 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.

§ 9.7.1 If the Owner is entitled to reimbursement or payment from the Contractor under or pursuant to the Contract Documents, then such payment shall be made promptly upon demand by the Owner. Notwithstanding anything contained in the Contract Documents to the contrary, if the Contractor fails to promptly make any payment due to Owner, or the Owner incurs any costs and expense to cure any default of the Contractor or to correct defective Work, pursuant to the Contract, the Owner shall have an absolute right to offset such amount against the Contract Sum and, in the Owner's sole discretion and without waiving any other remedies, may elect either to:

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.1 deduct an amount equal to that which the Owner is entitled from any payment then or thereafter due to Contractor from the Owner, or

.2 issue a written notice to the Contractor reducing the Contract Sum by an amount equal to that which the Owner is entitled.

§ 9.8 Substantial Completion

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

§ 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.

§ 9.8.3.1 The Architect will perform no more than two (2) inspections to determine whether the Work or a designated portion thereof has attained Substantial Completion in accordance with the Contract Documents. The Owner is entitled to reimbursement from the Contractor for amounts paid to the Architect for any additional inspections.

§ 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.

§ 9.8.5.1 The application for payment to release retainage will not be approved by the Architect until the completed and corrected closeout documents are provided to the Architect by the Contractor. Closeout documents shall be delivered to the Architect under conditions and times set forth in the contract documents and specifications.

§ 9.8.6 Notwithstanding any provision contained within this Article, if the work has not attained Substantial Completion with the contract time, subject to extensions of time allowed under these Conditions, Architect may withhold any further payment to Contractor to the extent necessary to preserve sufficient funds to complete the construction of the Project and to cover liquidated damages assessed against Contractor up to the time of Application for Payment and to the time it is reasonably anticipated that Substantial Completion will be achieved.

§ 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 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

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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 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 the Contract Documents.

§ 9.10 Final Completion and Final Payment

§ 9.10.1 Upon receipt of the Contractor's 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.

§ 9.10.1.1 The Architect will perform no more than one (1) inspection to determine whether the Work or a designated portion thereof has attained Final Completion in accordance with the Contract Documents. The Owner is entitled to reimbursement from the Contractor for amounts paid to the Architect for any additional inspections.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (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 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 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. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may 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.

§ 9.10.3 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.

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§ 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.

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.

§ 10.2.3 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. The Contractor may make a Claim for the cost to remedy the damage or loss to the extent such damage or loss is 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, notice of the 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 As between the Owner and the Contractor, the Contractor is responsible to the Owner for any and all the safety issues relating to the Work. The Contractor shall administer and manage the safety program for the Work. This will include, but not necessarily be limited to, review of the safety programs of each of the Contractor's

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Subcontractors. The Contractor shall monitor the establishment and execution of effective known industry safety practices, as applicable to the Work, and the compliance with all applicable regulatory and advisory agency construction safety standards. The Contractor's responsibility for review, monitoring and coordination of its Subcontractors' safety programs shall not extend to direct control over execution of the Subcontractors' safety programs; notwithstanding the Contractor's safety obligations to the Owner, it is agreed and understood that each individual Subcontractor shall remain the controlling employer responsible for the safety programs and precautions applicable to its own work and the activities of others' work in areas designated to be controlled by such Subcontractor.

§ 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.

§ 10.3.2 Upon receipt of the Contractor's 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.

§ 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 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.

§ 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.

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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. 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.

§ 11.1.3 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.

§ 11.1.4 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.

§ 11.1.5 By signing this Contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the Owner that all employees of the Contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self- insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor for administrative penalties, criminal penalties, civil penalties, or other civil actions.

§ 11.1.6 The Contractors' failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the Owner to declare the Contract void if the Contractor does not remedy the breach within ten days after receipt of notice of breach from the Owner.

§ 11.1.7 Any failure of Contractor to comply with the reporting provisions of the policies shall not affect the coverage provided to the Owner, its officers, employees, or volunteers.

§ 11.2 Owner's Insurance

§ 11.2.1 The Owner 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 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.

§ 11.2.2 Failure to Purchase Required Property Insurance. If the Owner fails to purchase and maintain the required property insurance, with all of the coverages and in the amounts described in the Agreement or elsewhere in the Contract Documents, the Owner shall inform the Contractor in writing prior to commencement of the Work. Upon receipt of notice from the Owner, the Contractor may delay commencement of the Work and may obtain insurance that will protect the interests 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

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Owner to purchase or maintain the required insurance, the Owner shall reimburse the Contractor for all reasonable costs and damages attributable thereto.

§ 11.2.3 Notice of Cancellation or Expiration of Owner's Required Property Insurance. Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any property insurance required by the Contract Documents, the Owner shall provide notice to the Contractor of such impending or actual cancellation or expiration. 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 furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required 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 Contractor Surety, Performance, and Payment Bonds

§ 11.4.1 With the execution and delivery of the Contract, the Contractor shall furnish and file with the Owner, the surety bonds specified in this Section. Without exception, the Owner's bond forms must be used, and exclusive venue for any lawsuit in connection with the bonds shall be Tarrant County. The surety bonds shall be in accordance with the provisions of Chapter 2253, Government Code, Vernon's Texas Codes Annotated. These bonds shall automatically be increased by the amount of any change order or supplemental agreement which increases the Contract Sum with or without notice to the surety, but in no event shall a change which reduces the Contract Sum reduce the penal amount of such bonds.

§ 11.4.2 The Contractor shall provide a good and sufficient performance bond in an amount not less than one hundred (100) percent of the approximate total amount of the Contract, as evidenced by the proposal tabulation, or otherwise guaranteeing the full and faithful execution of the Work and performance of the Contract in accordance with the Contract Documents, including any extensions, for the protection of the Owner.

§ 11.4.3 The Contractor shall provide a good and sufficient payment bond in an amount not less than one hundred (100) percent of the approximate total amount of the Contract, as evidenced by the proposal tabulation, or otherwise guaranteeing the full and proper protection of all claimants supplying labor and material in the execution of the Work provided for in this Contract and for the use of each claimant.

§ 11.4.4 The Contractor shall provide a good and sufficient maintenance bond in an amount not less than one hundred percent (100%) of the approximate total amount of the Contract, as evidenced by the bid tabulation,

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providing for the repair and/or replacement of all defects due to faulty materials and workmanship that appear within a period of two years from the date of completion and acceptance of the improvement by the Owner or such lesser or greater period as may be designated in the Contract Documents.

§ 11.4.5 No sureties shall be accepted by the Owner who are now in default or delinquent on any bonds or who are interested in any litigation against the Owner. All bonds shall be made on forms furnished by the Owner, and shall be executed by not less than one corporate surety authorized to do business in the State of Texas and acceptable to the Owner. Each bond shall be executed by the Contractor and surety. Each surety shall designate an agent resident in the Owner's jurisdictional area acceptable to the Owner to whom any requisite notices may be delivered and on whom service of process may be obtained in matters arising out of the suretyship.

§ 11.4.6 If at any time the Owner determines that the Contractor's surety has experienced financial losses such that the Owner's ability to enforce the bond obligations is substantially at risk, the Contractor shall within thirty (30) days after notice from the Owner to do so, substitute an acceptable bond (or bonds), or provide an additional bond, in such form and sum and signed by such other surety or sureties as may be satisfactory to the Owner. The premiums on such bonds shall be paid by the Contractor without recourse to the Owner. No further progress payments under the contract shall be deemed due or payable until the substitute or additional bonds shall have been furnished and accepted by the Owner; however, in such event, final payment shall be due and payable as provided in this Contract whether or not such additional bonds are obtained, to the extent that the project is complete and the Owner is not exposed to liability for payment bond claims.

§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.

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, the Contractor shall be entitled to an equitable adjustment to the Contract Sum and Contract Time as may be appropriate. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense.

§ 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

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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 not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

§ 12.2.2.4 Upon request by the Owner or prior to the expiration of one year and two-years from the date of Substantial Completion, the Architect will conduct and the Contractor shall attend a meeting with the Owner to review the facility operations and performance.

§ 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.

§ 12.3 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, excluding that jurisdiction's choice 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.

§ 13.2 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.

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§ 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 Rights and Remedies

§ 13.3.1 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 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 Tests and Inspections

§ 13.4.1 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 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 tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 13.4.2 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, 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, shall be at the Owner's expense.

§ 13.4.3 If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 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 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 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 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 13.5 Interest

Payments under the Contract Documents shall be due and payable in accordance with Section 2251.022 of the Texas Government Code. Interest and any unpaid and overdue amount shall accrue in accordance with Section 2251.025, Texas Government Code.

§ 13.6 EQUAL OPPORTUNITY

§ 13.6.1 The Contractor shall maintain policies of employment as follows:

§ 13.6.1.1 The Contractor and the Contractor's Subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin. Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to

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their race, religion, color, sex, or national origin. The Contractor agrees to post in conspicuous places, available to employees and applicants, notices setting forth the nondiscrimination policies.

§ 13.6.1.2 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.

§ 13.7 Contractor stipulates that Owner is a political subdivision of the State of Texas, and, as such, may enjoy immunities from suit and liability under the Constitution and laws of the State of Texas. By entering into this Agreement, Owner does not waive any of its immunities from suit and/or liability, except as otherwise specifically provided herein and as specifically authorized by law.

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, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, 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;
- **.2** An act of government, such as a declaration of national emergency, that requires all Work to be stopped;
- **.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 within the time stated in the Contract Documents; or
- **.4** The Owner has failed to furnish to the Contractor reasonable evidence as required by Section 2.2.

§ 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.

§ 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' notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, as well as reasonable overhead and profit incurred to the date of termination.

§ 14.1.4 If 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 the Contract Documents with respect to matters important to the progress of the Work, 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.

§ 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.
- **.5** fails to furnish the Owner, upon request, with assurances satisfactory to the Owner, evidencing the Contractor's ability to complete the Work in compliance with all the requirements of the Contract Documents;
- .6 engages in conduct that would constitute a violation of state or federal criminal law, including but not limited to, the law prohibiting certain gifts to public servants, or engages in conduct that would constitute a violation of the Owner's ethics or conflict of interest policies; or

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.7 fails to proceed continuously and diligently with the construction and completion of the Work; except as permitted under the Contract Documents.

§ 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, 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' 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. 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.

§ 14.2.3 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.

§ 14.3 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.

§ 14.3.2 The Contract Sum and Contract Time may 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 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, or any part or portion thereof, for the Owner's convenience and without cause.

§ 14.4.2 Upon receipt of 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 the case of such termination for the Owner's convenience, the Contractor shall only be entitled to receive payment for work properly executed, and costs directly attributable to such termination.

§ 14.4.4 Owner shall be entitled to delete or terminate any portion of the Contract bid as an alternate component, at any time at the Owner's convenience and without cause. In the event of such termination, the Contractor shall only be entitled to receive payment for Work properly executed on the alternate component, if any, through the date of termination.

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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 21 days after occurrence of the event giving rise to such Claim or within 21 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.

§ 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.

§ 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 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, notice as provided in Section 15.1.3 shall be given 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 an emergency endangering life or property arising under Section 10.4.

§ 15.1.5.1 Claims for increase in the Contract Time shall set forth in detail the circumstances that form the basis for the Claim, the date upon which each cause of delay began to affect the progress of the Work, the date upon which each cause of delay ceased to affect the progress of the Work and the number of days' increase in the Contract Time claimed as a consequence of each such cause of delay. The Contractor shall provide such supporting documentation as the Owner may require including, where appropriate, a revised construction schedule indicating all the activities affected by the circumstances forming the basis of the Claim.

§ 15.1.5.2 Extension of time for completion of the work on account of weather or other circumstances beyond the Contractor's control will be subject to submission of verifiable data. Request for extension of time shall be submitted in writing with each Request for Payment If Contractor fails to submit request, time extension will not be approved for the pay period.

§ 15.1.5.3 No extension of time shall be made to the Contractor because of hindrances or delays from any cause which is the fault of Contractor or Contractor's Subcontractors or under Contractor's control. Claims for extension of time may only be considered because of rain delays, or hindrances or delays which are the fault of Owner and/or under Owner's control, but only to the extent that Substantial Completion of the Project is adjusted beyond the

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original Substantial Completion date. City Council approval shall be required for any extension of time. No damages shall be paid for delays. Contractor shall only be entitled to time extensions per the terms of the Contract Documents.

§ 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, 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.

§ 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.

§ 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

§ 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 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 binding dispute resolution.

§ 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. 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.

§ 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.

§ 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

§ 15.4.1 If 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, 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 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.

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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.

§ 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.

§ 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 any court having jurisdiction thereof.

§ 15.4.4 Consolidation or Joinder

§ 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).

§ 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.

§ 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.

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General Conditions of the Contract for Construction

for the following PROJECT:
(Name and location or address)

Boys Ranch Park – Phase Next
2801 Forest Ridge Drive
Bedford, Texas 76201

THE OWNER:
(Name, legal status and address)

City of Bedford
2000 Forest Ridge Drive
Bedford, Texas 76201

THE ARCHITECT:
(Name, legal status and address)

Oxley Williams Tharp Architects
509 Pecan Street, Suite 100
Fort Worth, Texas 76102

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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.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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15 CLAIMS AND DISPUTES

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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. The Contract Documents shall include bidding documents as listed in the Instructions to Bidders and any alterations made thereto by addenda. In the event of a conflict or contradiction within the Contract Documents and for the resolution of same, the following order of hierarchy shall prevail.~~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. Contract;
2. Addenda;
3. Supplementary General Conditions;
4. General Conditions;
5. Specifications;
6. Drawings;
7. Instructions to Bidders;
8. Invitation to Bid;
9. Sample Forms.

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§ 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. As a material consideration for the making of the Contract Documents, modification to this Contract shall not be construed against the maker of said modifications 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.

§ 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, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. 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.

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§ 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 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 person identified in the Agreement to render initial decisions on Claims 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.

§ 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 In case of discrepancy between two or more drawings (Architectural, Structural, Mechanical, etc.) or drawings and specifications, the Architect shall be the sole judge as to which takes precedence.

§ 1.2.5 Do not scale drawings for dimensions. Accurately lay out such work from dimensions indicated on architectural drawings unless such is found in error. Dimensions found in error should be submitted to Architect for resolution before proceeding with the Work. Consult Architect for interpretations concerning locations of equipment, fixtures, and access panels not dimensioned on drawings.

§ 1.2.6 Similar conditions may be illustrated by a single 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 interpretations by himself, except at his own risk, responsibility and expense.

§ 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 in their Instruments of Service, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or

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distribution to meet official regulatory requirements or for other purposes in connection with the Project or published Owner policies and procedures in existence at the time of this Agreement 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 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.

§1.7.1 Property of Political Subdivision. It is distinctly understood that by virtue of this Contract, no mechanic, contractor, materialmen, artisan, laborer, or subcontractor, whether skilled or unskilled, shall ever in any manner have, claim, or acquire any lien upon the project of whatever nature or kind so erected to or to be erected by virtue of this contract, nor upon any of the Land upon which said improvements are so erect, built, or situated such property being public property belonging to a political subdivision of the State of Texas.

§ 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.~~ The Owner shall designate a representative with respect to the Project to bind the Owner with respect to all matters requiring the Owner's Approval or authorization. Such representative shall not have authority to make final decisions on behalf of the Owner concerning Change Orders, changing the Guaranteed Maximum Price, extending the date of Substantial or Final Completion, or other items requiring City Council approval; however, the Owner or such authorized representative, shall render decisions in a timely manner to avoid unreasonable delay in the service or Work of the Contractor. 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.

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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.~~

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§ 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** 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.

~~**§ 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.~~

§ 2.2.3 The Owner shall furnish surveys describing physical characteristics, legal limitations, and utility locations for the site of the Project, and a legal description of the site. Owner does not guarantee the accuracy of the survey as describing the site of the Project and Contractor should determine the sufficiency of same before beginning the work. The Owner does not guarantee the utility lines to be in the exact locations as shown on plans and surveys. Contractor shall verify with the utilities the location of utility lines. Any water, gas or sewer line, telephone, telegraph or electric wire, or cable broken or cut by the Contractor or any of his workmen or subcontractors, shall be replaced by the Contractor at his own expense, or by the responsible subcontractor at its own expense, and will not be paid for by the Owner. Repairs shall be made immediately, and no other work shall be done until breaks or damages have been repaired and service restored. Any delay caused by the cut or break shall be solely attributed to the Contractor.

§2.2.3.1 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 the subsurface conditions. If the Owner or the Architect has made nay 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 the Owner or Architect furnishes any such information

§ 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,

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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 shall furnish 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 information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 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 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.

§ 2.3.6 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.

§ 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 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 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 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.

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.

§ 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.

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§ 3.1.4 The Contractor represents and warrants the following to the Owner (in addition to the other representations and warranties contained in the Contract Documents), which representations and warranties shall survive the execution and delivery of the Contract and the Final Completion of the Work:

.1 that it is financially solvent, able to pay its debts as they mature, and possessed of sufficient working capital to complete the Work and perform its

obligations under the Contract Documents;

.2 that it is able to furnish the tools, materials, supplies, equipment and labor required to timely complete the Work and perform its obligations hereunder and has sufficient experience and competence to do so;

.3 that it is authorized to do business in the State where the Project is located and properly licensed by all necessary governmental, public and quasi-public authorities having jurisdiction over it, the Work, or the site of the Project; and

.4 that the execution of the Contract and its performance thereof are within its duly-authorized powers.

§ 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 visited the site, become generally familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents.

§ 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.

§ 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.

§ 3.3 Supervision and Construction Procedures

§ 3.3.1 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,

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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 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 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.

§ 3.3.4 The Contractor shall properly and efficiently coordinate the timing, scheduling and routing of all Work performed by all trades and sub-contractors.

§ 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 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.

§ 3.4.2.1 After the Contract has been executed, the Owner and Architect will consider requests for the substitution of products in place of those specified only under conditions set forth in the General Requirements (Division 1 of the Specifications). Requests for substitution, when forwarded by the Contractor to the Architect, are understood to mean that the Contractor:

.1 Represents that he has personally investigated the proposed substitute product and determined that it is equal or superior in all respects to that specified.

.2 Will provide the same guarantee for the substitution that he would for that specified;

.3 Certified that the cost data presented is complete and includes all related costs under this Contract, but excludes costs under separate contracts and the Architect's redesign costs, and that he waives all claims for additional costs related to the substitution which subsequently becomes 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.

§ 3.4.2.2 Substitutions will not be considered if they are indicated or implied on shop drawing submissions without the formal request required in Section 3.4.2.1.

§ 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.

§ 3.4.4 Prevailing Wages. Attention is called to the Government Code, Chapter 2258, Prevailing Wage Rates. Among other things, this Article provides that it shall be mandatory upon the Contractor and upon any subcontractor under him to pay not less than the prevailing rates of per diem wages in the locality at the time of construction to all laborers, workmen, and mechanics employed by them in the execution of the Contract. The Owner has established such prevailing wage rates. No claims for additional compensation shall be considered by Owner because of payments of wage rates in excess of the applicable rate provided herein. A contractor or subcontractor who fails to pay the required prevailing wage rate shall be subject to the penalty specified in Chapter 2258.

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§ 3.4.5 Owner reserves the right to receive and review payroll records, payment records, and earnings statements of employees of Contractor, and of Contractor's Subcontractors, and of Sub-Subcontractors

§ 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. 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.

§ 3.5.1.1 Except where otherwise stipulated in the Contract Documents, the Contractor shall, as per its Contract, warranty all materials and workmanship furnished under this Contract for a period of two years after the date of Substantial Completion and shall repair and make good, without expense to the Owner, any and all defects in his work which may develop within that time. If within two years after the date of Substantial Completion, any Work is found to be defective, the Contractor shall promptly, without cost to the Owner and in accordance with the Owner's written instructions, either correct such defective Work, or, if it has been rejected by the Owner, remove it from the Site and replace it with non-defective Work. If the Contractor does not promptly comply with the terms of such instructions, or in any emergency where delay could cause serious risk of loss or damage, the Owner may have the defective Work corrected by others and the Contractor shall reimburse the Owner its actual costs for such corrections (such costs to include but not limited to fees and charges of engineers, architects, attorneys and other professionals).

§ 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.

§ 3.5.2.1 All required warranties on equipment, machinery, materials, or components shall be submitted to the Architect on the manufacturer's or supplier's approved forms at the time of Substantial Completion

§ 3.6 Taxes

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.

§ 3.6.1 This Project is eligible for exemption from the State Sales Tax on materials incorporated in the Project, provided that Contractor fulfills the requirements of State Tax Laws. For the purpose of establishing exemption, it is understood and agreed that Contractor will be required to segregate materials and labor costs at the time a Contract is awarded, and will accept an exemption certificate from Owner. The Contractor shall pay any taxes otherwise assessed because of Contractor's failure to comply with the requirements of State Law to qualify for that tax exemption.

§ 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.

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§ 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 14 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 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, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may submit a Claim 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 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

§ 3.9.2 The 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 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 time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

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§ 3.10 Contractor's Construction and Submittal Schedules

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement 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 of the Work. The schedule shall provide for the orderly progression of the Work 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 and Project.

§ 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 for the Architect's approval. The Architect's approval shall not be unreasonably delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow 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, the 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.

§ 3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

§ 3.11 Documents and Samples at the Site

The Contractor shall make available, at the Project site, the Contract Documents, including 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 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.

§ 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.

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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.

§ 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 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 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 of the services, certifications, and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor the 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.

§ 3.12.11 The Architect's review of Contractor's submittals will be limited to examination of an initial submittal and one (1) resubmittal. The Owner is entitled to obtain reimbursement from the Contractor for amounts paid to the Architect for evaluation of additional submittals.

§ 3.13 Use of Site

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.

§ 3.14 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

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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. 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.

§ 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 with access to the Work in preparation and progress wherever located. Contractor shall ensure that the Work, at all times, is performed in a manner that affords Owner reasonable access, both vehicular and pedestrian, to the site of the Work and all adjacent areas. The Work shall be performed in such a manner that public areas adjacent to the Site of the Work shall be free from all debris, building material and equipment likely to cause hazardous conditions. Contractor shall use its best efforts to minimize any interference with the occupancy or beneficial use of any area or building adjacent to the site of the Work, or the building, in the event of partial occupancy. The presence of the Owner, Architect or their representatives does not constitute acceptance or approval of the Work.

§ 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 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 an infringement of a copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the 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, 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, 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 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 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, compensation, or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

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.

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§ 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 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.

§ 4.2.2.1 The Owner is entitled to reimbursement from the Contractor for amounts paid to the Architect for site visits made necessary by the fault of the Contractor or by defects and deficiencies in the work.

§ 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 from the most recent construction schedule submitted by the Contractor, and (3) 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. However, Owner reserves the right to communicate directly with the Contractor. 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 13.4.2 and 13.4.3, 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 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.

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§ 4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and may order 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.

§ 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.

§ 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 consistent with the intent expressed in the Contract Documents~~ . The Owner's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents. The Architect shall be the initial decision maker of the design intent with respect to such matters, but the Architect's authority with respect thereto shall not contravene any other rights of the Owner ascribed to the Owner by other provisions of the Contract.

§ 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 notify the Owner and Architect 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 whether the Owner or the Architect (1) has reasonable objection to any such proposed person or entity or (2) requires additional time for review. Failure of the Architect to provide notice 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.

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§ 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.

§ 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.

§ 5.3.1 Contractor shall promptly notify Owner and Architect of any material defaults by any Subcontractor. Notwithstanding any provision contained in Article 5 to the contrary, it is hereby acknowledged and agreed that Owner has in no way agreed, expressly or implicitly, nor will Owner agree, to allow any Subcontractor or other materialman or workman employed by Contractor the right to obtain a personal judgment or to create a lien against Owner for the amount due from the Contractor.

§ 5.3.2 In the event of any termination of the Contract in accordance with Article 14, Owner shall not be liable to any subcontractor. Contractor shall be responsible for any claim of a subcontractor for Work executed under the Contract.

§ 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; 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 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 obligations under the subcontract.

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§ 5.4.4 Such assignment shall not constitute a waiver by Owner of its rights against Contractor, including, but not limited to, claims for defaults, delays or defects for which a subcontractor or material vendor may also be liable. Owner shall only be responsible for compensating subcontractors for Work performed or material furnished from and after the date on which the Owner gives written notice of its acceptance of the subcontract agreement. Owner shall not be responsible for any Work performed or materials furnished by subcontractors prior to the date of Owner's written notice of acceptance.

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 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 notify the Architect of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor that would render it unsuitable for 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.

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§ 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.

§ 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 7.3.4.

§ 7.3.4 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. 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 shall be limited to the following:

- **.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;
- **.2** Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;

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.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 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.

§ 7.3.8 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.

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.

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§ 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.

§ 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 (1) an act or neglect of the Owner or Architect, of an employee of either, or of a Separate Contractor; (2) by changes ordered in the Work; (3) by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, 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, justify delay, then the Contract Time ~~shall~~ may be extended for such reasonable time as the Architect may determine.

§ 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 by either party under other provisions of the Contract Documents.

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 total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 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

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 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 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.

§ 9.3 Applications for Payment

§ 9.3.1 At least ten 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 application shall be notarized, if required, and supported by all data substantiating the Contractor's right to payment that the Owner or Architect require, such as copies of requisitions, and releases and waivers of liens from Subcontractors and suppliers, and shall reflect retainage if provided for in the Contract Documents.

§ 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.

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§ 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, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or encumbrances, in favor of the Contractor, Subcontractors, suppliers, or other persons or entities that 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.

§ 9.5 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 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; or

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.7 repeated failure to carry out the Work in accordance with the Contract Documents.

§ 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.

§ 9.5.3 When the 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.

§ 9.5.4.1 Notwithstanding any provision contained within this Article, if the Work has not attained Substantial Completion or Final Completion by the required dates, subject to extensions of time allowed under these Conditions, then Architect may withhold any further payment to Contractor to the extent necessary to preserve sufficient funds to complete the construction of the Project and to cover liquidated damage. The Owner shall not be deemed in default by reason of withholding such 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 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, 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 Work not in accordance with the Contract Documents.

§ 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 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

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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 or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time ~~shall~~ may be extended appropriately and the Contract Sum ~~shall~~ may 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.

§ 9.7.1 If the Owner is entitled to reimbursement or payment from the Contractor under or pursuant to the Contract Documents, then such payment shall be made promptly upon demand by the Owner. Notwithstanding anything contained in the Contract Documents to the contrary, if the Contractor fails to promptly make any payment due to Owner, or the Owner incurs any costs and expense to cure any default of the Contractor or to correct defective Work, pursuant to the Contract, the Owner shall have an absolute right to offset such amount against the Contract Sum and, in the Owner's sole discretion and without waiving any other remedies, may elect either to:

.1 deduct an amount equal to that which the Owner is entitled from any payment then or thereafter due to Contractor from the Owner, or

.2 issue a written notice to the Contractor reducing the Contract Sum by an amount equal to that which the Owner is entitled.

§ 9.8 Substantial Completion

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

§ 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.

§ 9.8.3.1 The Architect will perform no more than two (2) inspections to determine whether the Work or a designated portion thereof has attained Substantial Completion in accordance with the Contract Documents. The Owner is entitled to reimbursement from the Contractor for amounts paid to the Architect for any additional inspections.

§ 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

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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.

§ 9.8.5.1 The application for payment to release retainage will not be approved by the Architect until the completed and corrected closeout documents are provided to the Architect by the Contractor. Closeout documents shall be delivered to the Architect under conditions and times set forth in the contract documents and specifications.

§ 9.8.6 Notwithstanding any provision contained within this Article, if the work has not attained Substantial Completion with the contract time, subject to extensions of time allowed under these Conditions, Architect may withhold any further payment to Contractor to the extent necessary to preserve sufficient funds to complete the construction of the Project and to cover liquidated damages assessed against Contractor up to the time of Application for Payment and to the time it is reasonably anticipated that Substantial Completion will be achieved.

§ 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 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 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 the Contract Documents.

§ 9.10 Final Completion and Final Payment

§ 9.10.1 Upon receipt of the Contractor's 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.

§ 9.10.1.1 The Architect will perform no more than one (1) inspection to determine whether the Work or a designated portion thereof has attained Final Completion in accordance with the Contract Documents. The Owner is entitled to reimbursement from the Contractor for amounts paid to the Architect for any additional inspections.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (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 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 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

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by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may 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.

§ 9.10.3 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.~~The making of final payment shall constitute a waiver of Claims by the Owner except those arising from~~

~~.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.~~

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§ 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.

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.

§ 10.2.3 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

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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 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, notice of the 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 As between the Owner and the Contractor, the Contractor is responsible to the Owner for any and all the safety issues relating to the Work. The Contractor shall administer and manage the safety program for the Work. This will include, but not necessarily be limited to, review of the safety programs of each of the Contractor's Subcontractors. The Contractor shall monitor the establishment and execution of effective known industry safety practices, as applicable to the Work, and the compliance with all applicable regulatory and advisory agency construction safety standards. The Contractor's responsibility for review, monitoring and coordination of its Subcontractors' safety programs shall not extend to direct control over execution of the Subcontractors' safety programs; notwithstanding the Contractor's safety obligations to the Owner, it is agreed and understood that each individual Subcontractor shall remain the controlling employer responsible for the safety programs and precautions applicable to its own work and the activities of others' work in areas designated to be controlled by such Subcontractor.

§ 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.

§ 10.3.2 Upon receipt of the Contractor's 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

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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.

§ 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 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.

§ 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. 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.

§ 11.1.3 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.

§ 11.1.4 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.

§ 11.1.5 By signing this Contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the Owner that all employees of the Contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self- insured, with the commission's Division of Self-Insurance

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Regulation. Providing false or misleading information may subject the Contractor for administrative penalties, criminal penalties, civil penalties, or other civil actions.

§ 11.1.6 The Contractors' failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the Owner to declare the Contract void if the Contractor does not remedy the breach within ten days after receipt of notice of breach from the Owner.

§ 11.1.7 Any failure of Contractor to comply with the reporting provisions of the policies shall not affect the coverage provided to the Owner, its officers, employees, or volunteers.

§ 11.2 Owner's Insurance

§ 11.2.1 The Owner 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 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.

§ 11.2.2 Failure to Purchase Required Property Insurance. If the Owner fails to purchase and maintain the required property insurance, with all of the coverages and in the amounts described in the Agreement or elsewhere in the Contract Documents, the Owner shall inform the Contractor in writing prior to commencement of the Work. Upon receipt of notice from the Owner, the Contractor may delay commencement of the Work and may obtain insurance that will protect the interests 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.

§ 11.2.3 Notice of Cancellation or Expiration of Owner's Required Property Insurance. Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any property insurance required by the Contract Documents, the Owner shall provide notice to the Contractor of such impending or actual cancellation or expiration. 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 furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required 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

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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~~Contractor Surety, Performance, and Payment Bonds

~~**§ 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 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.**~~

11.4.1 With the execution and delivery of the Contract, the Contractor shall furnish and file with the Owner, the surety bonds specified in this Section. Without exception, the Owner's bond forms must be used, and exclusive venue for any lawsuit in connection with the bonds shall be Tarrant County. The surety bonds shall be in accordance with the provisions of Chapter 2253, Government Code, Vernon's Texas Codes Annotated. These bonds shall automatically be increased by the amount of any change order or supplemental agreement which increases the Contract Sum with or without notice to the surety, but in no event shall a change which reduces the Contract Sum reduce the penal amount of such bonds.

§ 11.4.2 The Contractor shall provide a good and sufficient performance bond in an amount not less than one hundred (100) percent of the approximate total amount of the Contract, as evidenced by the proposal tabulation, or otherwise guaranteeing the full and faithful execution of the Work and performance of the Contract in accordance with the Contract Documents, including any extensions, for the protection of the Owner.

§ 11.4.3 The Contractor shall provide a good and sufficient payment bond in an amount not less than one hundred (100) percent of the approximate total amount of the Contract, as evidenced by the proposal tabulation, or otherwise guaranteeing the full and proper protection of all claimants supplying labor and material in the execution of the Work provided for in this Contract and for the use of each claimant.

§ 11.4.4 The Contractor shall provide a good and sufficient maintenance bond in an amount not less than one hundred percent (100%) of the approximate total amount of the Contract, as evidenced by the bid tabulation, providing for the repair and/or replacement of all defects due to faulty materials and workmanship that appear within a period of two years from the date of completion and acceptance of the improvement by the Owner or such lesser or greater period as may be designated in the Contract Documents.

§ 11.4.5 No sureties shall be accepted by the Owner who are now in default or delinquent on any bonds or who are interested in any litigation against the Owner. All bonds shall be made on forms furnished by the Owner, and shall be executed by not less than one corporate surety authorized to do business in the State of Texas and acceptable to the Owner. Each bond shall be executed by the Contractor and surety. Each surety shall designate an agent resident in the Owner's jurisdictional area acceptable to the Owner to whom any requisite notices may be delivered and on whom service of process may be obtained in matters arising out of the suretyship.

§ 11.4.6 If at any time the Owner determines that the Contractor's surety has experienced financial losses such that the Owner's ability to enforce the bond obligations is substantially at risk, the Contractor shall within thirty (30) days after notice from the Owner to do so, substitute an acceptable bond (or bonds), or provide an additional bond, in such form and sum and signed by such other surety or sureties as may be satisfactory to the Owner. The premiums on such bonds shall be paid by the Contractor without recourse to the Owner. No further progress payments under the contract shall be deemed due or payable until the substitute or additional bonds shall have been furnished and accepted by the Owner; however, in such event, final payment shall be due and payable as provided in this Contract whether or not such additional bonds are obtained, to the extent that the project is complete and the Owner is not exposed to liability for payment bond claims.

§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.

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§ 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.

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, the Contractor shall be entitled to an equitable adjustment to the Contract Sum and Contract Time as may be appropriate. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense.

§ 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 not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

§ 12.2.2.4 Upon request by the Owner or prior to the expiration of one year and two-years from the date of Substantial Completion, the Architect will conduct and the Contractor shall attend a meeting with the Owner to review the facility operations and performance.

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§ 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.

§ 12.3 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, excluding that jurisdiction's choice 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.

§ 13.2 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 Rights and Remedies

§ 13.3.1 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 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 Tests and Inspections

§ 13.4.1 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 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 tests, inspections, or approvals where building codes or applicable laws or regulations so require.

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§ 13.4.2 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, 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, shall be at the Owner's expense.

§ 13.4.3 If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 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 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 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 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 13.5 Interest

~~Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate the parties agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.~~ Payments under the Contract Documents shall be due and payable in accordance with Section 2251.022 of the Texas Government Code. Interest and any unpaid and overdue amount shall accrue in accordance with Section 2251.025, Texas Government Code.

§ 13.6 EQUAL OPPORTUNITY

§ 13.6.1 The Contractor shall maintain policies of employment as follows:

§ 13.6.1.1 The Contractor and the Contractor's Subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin. Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, religion, color, sex, or national origin. The Contractor agrees to post in conspicuous places, available to employees and applicants, notices setting forth the nondiscrimination policies.

§ 13.6.1.2 ~~T~~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.

§ 13.7 Contractor stipulates that Owner is a political subdivision of the State of Texas, and, as such, may enjoy immunities from suit and liability under the Constitution and laws of the State of Texas. By entering into this Agreement, Owner does not waive any of its immunities from suit and/or liability, except as otherwise specifically provided herein and as specifically authorized by law.

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, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, 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;
- **.2** An act of government, such as a declaration of national emergency, that requires all Work to be stopped;

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.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 within the time stated in the Contract Documents; or

.4 The Owner has failed to furnish to the Contractor reasonable evidence as required by Section 2.2.

§ 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.

§ 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' notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, as well as reasonable overhead and profit incurred to the date of termination~~, on Work not executed, and costs incurred by reason of such termination.~~

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§ 14.1.4 If 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 the Contract Documents with respect to matters important to the progress of the Work, 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.

§ 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.

.5 fails to furnish the Owner, upon request, with assurances satisfactory to the Owner, evidencing the Contractor's ability to complete the Work in compliance with all the requirements of the Contract Documents;

.6 engages in conduct that would constitute a violation of state or federal criminal law, including but not limited to, the law prohibiting certain gifts to public servants, or engages in conduct that would constitute a violation of the Owner's ethics or conflict of interest policies; or

.7 fails to proceed continuously and diligently with the construction and completion of the Work; except as permitted under the Contract Documents.

§ 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, 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' 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. 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.

§ 14.2.3 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

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may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

§ 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.

§ 14.3.2 The Contract Sum and Contract Time ~~shall~~ may 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 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.~~ The Owner may, at any time, terminate the Contract, or any part or portion thereof, for the Owner's convenience and without cause.

§ 14.4.2 Upon receipt of 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.~~ In the case of such termination for the Owner's convenience, the Contractor shall only be entitled to receive payment for work properly executed, and costs directly attributable to such termination.

§ 14.4.4 Owner shall be entitled to delete or terminate any portion of the Contract bid as an alternate component, at any time at the Owner's convenience and without cause. In the event of such termination, the Contractor shall only be entitled to receive payment for Work properly executed on the alternate component, if any, through the date of termination.

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

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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 days after occurrence of the event giving rise to such Claim or within 21 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.

§ 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.

§ 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 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, notice as provided in Section 15.1.3 shall be given 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 an emergency endangering life or property arising under Section 10.4.

§ 15.1.5.1 Claims for increase in the Contract Time shall set forth in detail the circumstances that form the basis for the Claim, the date upon which each cause of delay began to affect the progress of the Work, the date upon which each cause of delay ceased to affect the progress of the Work and the number of days' increase in the Contract Time claimed as a consequence of each such cause of delay. The Contractor shall provide such supporting documentation as the Owner may require including, where appropriate, a revised construction schedule indicating all the activities affected by the circumstances forming the basis of the Claim.

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§ 15.1.5.2 Extension of time for completion of the work on account of weather or other circumstances beyond the Contractor's control will be subject to submission of verifiable data. Request for extension of time shall be submitted in writing with each Request for Payment If Contractor fails to submit request, time extension will not be approved for the pay period.

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§ 15.1.5.3 No extension of time shall be made to the Contractor because of hindrances or delays from any cause which is the fault of Contractor or Contractor's Subcontractors or under Contractor's control. Claims for extension of time may only be considered because of rain delays, or hindrances or delays which are the fault of Owner and/or under Owner's control, but only to the extent that Substantial Completion of the Project is adjusted beyond the original Substantial Completion date. City Council approval shall be required for any extension of time. No damages shall be paid for delays. Contractor shall only be entitled to time extensions per the terms of the Contract Documents.

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§ 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, 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.

§ 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.

§ 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

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.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

§ 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.

§ 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.

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§ 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 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 binding dispute resolution.

§ 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. 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.

§ 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.

§ 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

§ 15.4.1 If 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, 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 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.

§ 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.

§ 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.

§ 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 any court having jurisdiction thereof.

§ 15.4.4 Consolidation or Joinder

§ 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

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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).

§ 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.

§ 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.

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AGENDA

Council Agenda Background

PRESENTER: Cissy Sylo, P.E. CFM
Director of Capital Projects

DATE: 06/11/19

Council Mission Area: Be responsive to the needs of the community.

ITEM:

Discussion and possible action regarding Site Plan Review of Boys Ranch Park – Phase Next (*Park and Multi-Generational Center*) including Site Concept Test Fit Options/Construction Phasing; Multi-Generational Building/Aquatics Options; Construction Budget; Draft Operations Assumptions Review; Final Arts and Entertainment Feasibility Report; and Recommendations for Next Steps.

City Attorney Review: N/A

SUMMARY:

This item is to provide an update regarding Phase Next from the consultant team and staff. A number of recommendations for next steps for selection of site plan option, phasing, multi-generational/aquatic facility option, and budget are required from City Council to proceed forward in the design process.

BACKGROUND:

On November 27, 2018, City Council approved authorizing the execution of professional services agreements with Oxley William Tharp Architects (OWT), for design services for a multi-generational building in the amount not to exceed $3,159,200; Halff & Associates (HAI) for design services for the civil engineering and park recreational amenities in the amount not to exceed $1,897,500; and, CMJ Geotechnical Services for geotechnical engineering services in the amount not to exceed $49,000; located at the Boys Ranch Park – Phase Next.

From January 29 to January 31, 2019, a series of visioning meetings were held for the project. Staff, elected and appointed officials, and stakeholders were invited. Over 120 people attended the stakeholder focus groups. Over 150 people attended the public meeting held on Thursday, January 31, 2019 in the evening. An online survey was available from January 31 through March 4, 2019. Paper surveys were also available to the public. A total of 1,155 responses were received. Through this process, the public prioritized both indoor and outdoor park amenities. The public's prioritization is included as part of the schematic design options. Other information gathered as part of the stakeholder meeting included baseball field size, parking availability, buffer separation between the neighborhoods, diversity of amenities, WOW factor, covered pavilions, outdoor event areas, and park-like setting were considered in the layout of the options.

Site Test Options

The consultant team developed four options for site concepts based on the requirements expressed from the public during the visioning process. The consultant team will present the Base Option A, and three alternatives, Options (B, C & D) for consideration. The options were developed based on the preferred park amenities ranked by the community. These included covered picnic areas, playgrounds, restrooms, shade trees, special event areas, walking trails, outdoor family aquatic center, pavilions/picnic areas, outdoor basketball courts, soccer/multi-purpose fields, concession stands and softball fields. Also included were preferred park amenities from the charrette in January 2019 and subsequent community survey. These included increasing the size of the baseball fields from 160 feet and 210 feet to 275 feet, preferring three fields to four fields to allow for adequate parking, increasing the buffer/separation from the residents on the west side of Boys Ranch Park, a diversity of recreation & amenities throughout the park, including multi-use pavilions for outdoor events and a WOW factor. The constructability of the option, distribution of amenities throughout

the site, and costs were examined for each. The site plan options and associated positives and negatives are listed in the attached PowerPoint. Costs for some components of Option B are currently unknown. The consultant design team, construction manager-at-risk, and staff will need to fully develop cost and construction strategies for this option should Council prefer it. Similarly, the team will further refine any selected option for the site, facility, aquatics, phasing, amenities and budget that City Council desires to pursue after the preferred recommendations for each selection are known.

Staff and the design team recommend *Site Plan Option C* be considered for further review, based on the goals of the community, lowest cost, environmental issues, proposed art & entertainment amenities, and constructability. Option C has three larger 275 feet baseball fields with associated warm up and pitching space, signal access to Lincolnshire, two multi-use pavilions/amphitheaters for outdoor art and entertainment events, a pavilion south of the two multi-use covered pavilions for art and entertainment venues that could be also contain bathroom facilities, soccer field, basketball courts, food truck court area, kid zone area on the east side of the park (providing kid play areas on both sides of the park as desired by the community), and a prefabricated maintenance shed at the north end of the site for park & special events storage needs. Option C also preserves most of the existing mature trees along Forest Ridge compared to Option D.

Option C does remove both the Arts Council and ONSTAGE buildings due to site plan configuration, cut/fill issues on the site, and extensive ADA issues. The Art & Entertainment Feasibility Study recommends alternative locations for both non-profits in the future. Short term homes could be found for ONSTAGE in a retail space as discussed in the Feasibility Report and the Arts Council programming is recommended to move into the new multi-generational space long-term. Programming should be considered as part of the multi-generational building space.

There is also the potential for additional value engineering considerations with Option C as opposed to the others. The team is available to present further information on each option prior to Council selecting a preferred option.

<u>Construction Phasing</u>
How the construction manager-at-risk phases the construction is a significant issue in the overall cost of the project. When the bond program was originally developed, the project was proposed to be constructed in three three phases to allow the City to continue operation of existing facilities as long as possible. To balance the cost of phasing dirt construction and reduce the overall time of the project, consideration should be given to a one and/or two-phase project. It is anticipated a one-phase project could save $1 to $1.5 million dollars.

A one phase project would require only one mobilization. Dirt would only need to be moved once across the creek rather than paying to haul it off site. Administrative costs of the construction manager-at-risk is also reduced with one phase, reducing the overall timeline from 24 to 18-months. It would also improve the safety of the construction site given the closure of the park. A reduction in the overall project costs would also be expected with one phase as it would give subcontractors unobstructed access to the site. The park closure would also assist with environmental impacts associated with the maintenance of stormwater runoff to the lake.

Staff is examining other locations to provide services for existing seniors, recreation, aquatics, and other programming. Alternatives exist for some of these services at other City facilities, potential retail and other locations during the construction of the project. Staff would continue to explore locations for the senior dances, games, exercise groups, arts and other activities. Staff is also reviewing options for additional programming at Roy Savage Pool in addition to exploring partnership opportunities with the school district and local municipalities. While it is not likely that the City could provide all its existing services, staff does believe potential options exists for some level alternative programming.

Staff and the consultant team believe that condensing the project to one phase will reduce the overall construction timeline from 24 to 18 months and save approximately $1 to $1.5 million dollars. Should City Council prefer this option, staff would continue to explore senior, recreation and aquatic programming alternatives to maintain as much of the City's customer service in these areas as possible.

Multi-Generational Building/Aquatics Options

Several options have been developed by OWT and WTI (aquatics designer) for the proposed multi-generational building and outdoor aquatics facility. The community prioritized the following indoor recreation facilities: aerobic classes, cardio equipment, child care, jogging track, party/meeting rooms, multi-generational lounge, multi-use courts, café, strength training equipment, and yoga studio. The community also prioritized indoor aquatic facilities: hot tub, waterslide, lap pool, party rooms, and various programs. The community expressed a desire for a lap pool, water play area, lazy river, waterslide, wet deck, tot water play area, and wading pool within the outdoor aquatic facilities

An attempt was made within each of the multi-generational and aquatics options developed to meet the City and community's desires expressed as part of the visioning process. The building areas were based on recreation and fitness standards, community prioritized desires and cost recovery needed to generate revenue; however, neither of the options currently fall within the allocated budget. A final budget, established by the City Council, is needed in order to continue with schematic design.

Budget:

The budget for the project currently exceeds available funding. City Council approved $60,000,000 of capital bonds of the original voter- approved $70,000,000. Cities budget capital projects in various methods. This project budget must contain all associated soft costs to include architectural, civil engineering, geotechnical, material testing, construction manager-at-risk, and professional service fees, in addition to property and right-of-way acquisition, Furniture, Fixtures, and Equipment (FFE), and construction overall.

The project is approximately $24M-$29M over the total $60,000,000 budget. It is desired that Council determine the final budget for the project at this time in order to proceed with design development drawings and construction drawings. The consultant team cannot currently meet the expectations of the community for the preferred amenities within the existing budget; however, if the existing budget is the final budget, the team will redesign the site plan, multi-generational building, aquatics facilities, and other amenities within the project to stay within the final budget.

Draft Operations Assumptions Review:

Michael Svetz, with PROS Consulting, has prepared a draft operations plan based on a primary service market for Phase Next. Mr. Svetz made various assumptions to prepare the draft report that are outlined in the attached presentation; however, prior to finalizing, City Council's direction with respect to the final budget, which drives the site layout and programming within the multi-generational facility, will impact the operations and maintenance assumptions.

Final Art & Entertainment Feasibility Study Report:

OWT Architects hired Webb Management Services Incorporated (Webb Management Services) to conduct a Needs Assessment that would assess the market viability of additional art and entertainment facilities within the community. The purpose of this study was to determine if additional and/or new/improved art & entertainment facilities to serve the community were viable.

Webb Management Services interviewed stakeholders in the community during the Charette in February of 2019, including ONSTAGE, Central Arts of Bedford, Arts Council Northeast, Trinity Arts Guild, HEB ISD, Cultural Commission and other study participants listed in Appendix A of the report. Webb Management presented preliminary findings of some of his data at the March 26, 2019 City Council meeting, along with the Boys Ranch consultant team charrette data findings. Webb Management will provide an Executive Briefing regarding the completed Needs Assessment findings.

Next Steps:

To continue schematic design, staff requests City Council to select the following:

1. **Site Plan – Prefer: Option A, B, C or D**
2. **Construction Phasing – 1 or 2 Phases**
3. **Multi-generational Facility Selection – Establish Budget**
4. **Outdoor Aquatic Facility Selection – Establish Budget**
5. **Total Project Budget Selection – Establish Budget**

RECOMMENDATION:

Staff recommends that Council approve (1) Site Plan Selection, (2) Phasing Selection, (3) Multi-Generational Facility Selection (4) Outdoor Aquatic Selection (5) Total Project Budget Selection

FISCAL IMPACT:

Dependent on Council Alternatives Selection.

ATTACHMENTS:

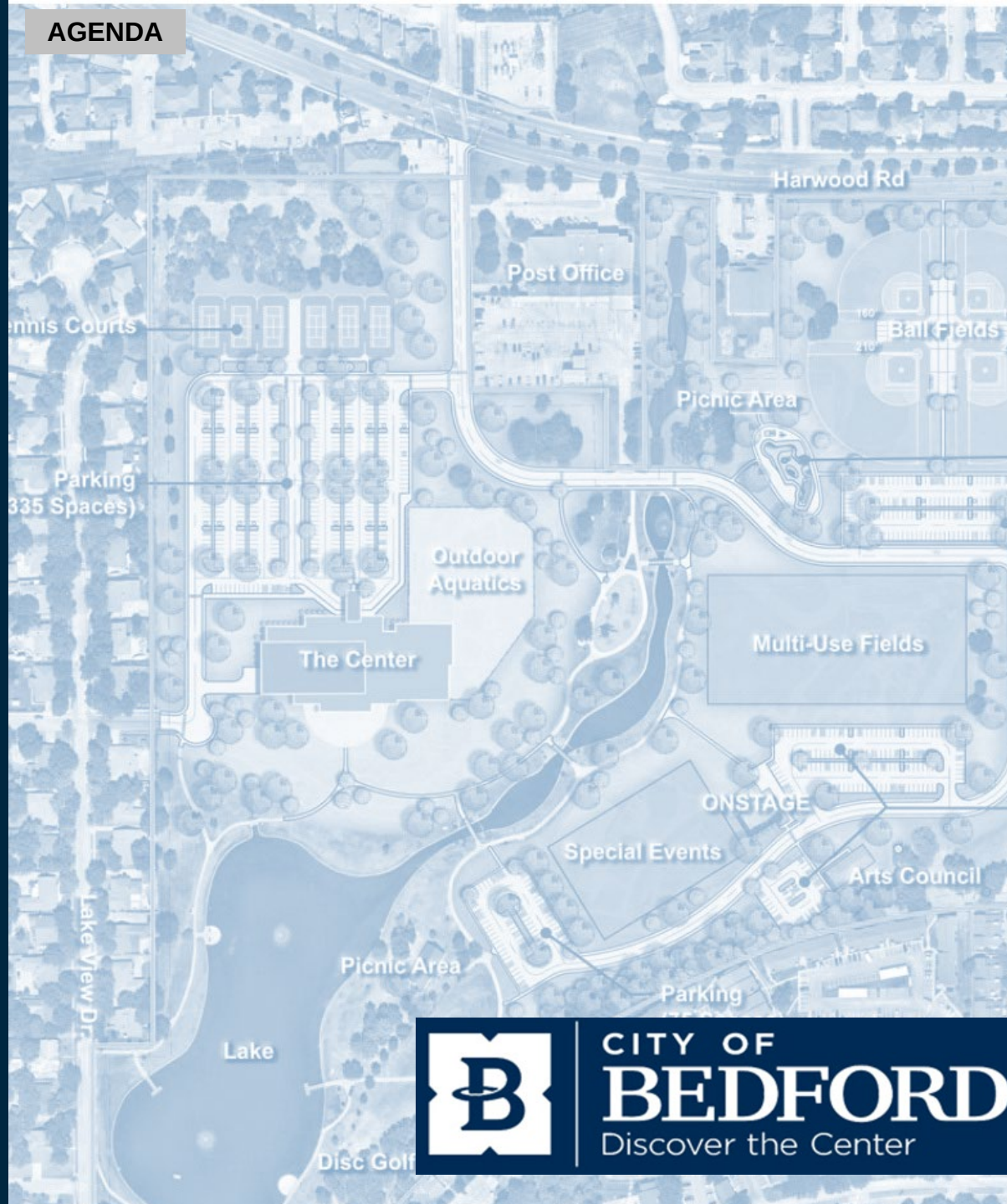
City of Bedford Boys Ranch Park – Phase Next Park and Multi-Generational Center: Site Plan Review PowerPoint
Art & Entertainment Feasibility Study Final Report

AGENDA

City of Bedford
Boys Ranch Park – Phase Next
Park and Multi-Generational Center

Site Plan Review

June 11, 2019



CITY OF BEDFORD
Discover the Center

AGENDA

Content

- Introduction
- Prioritization of Park Site Amenities
- Site Test Fit Options/Construction Phasing
- Multi-Generational Center / Aquatics Options
- Construction Budget
- Draft Operations Assumptions Review
- Final Arts and Entertainment Report
- Next Steps

Introduction

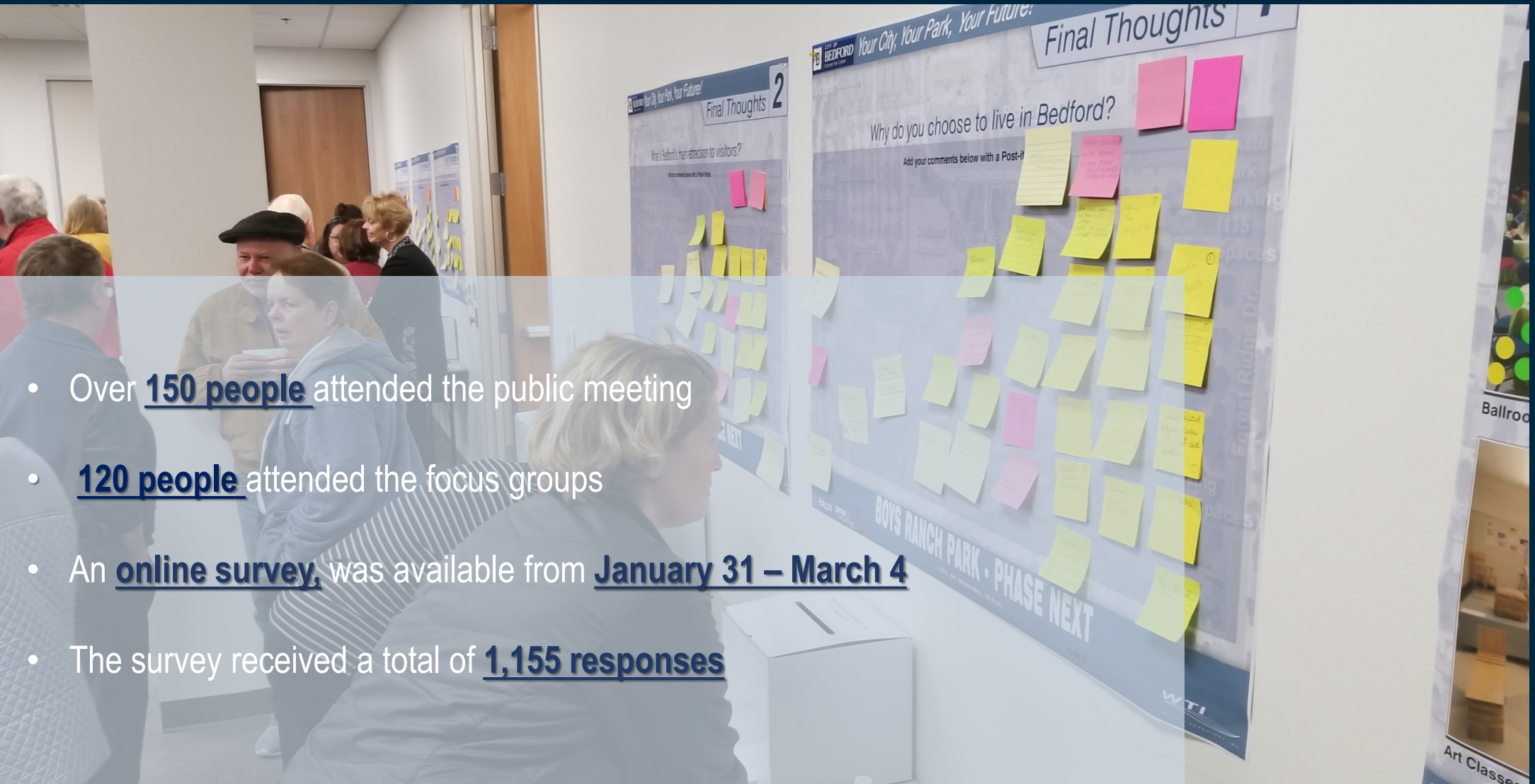
From **January 29 to January 31, 2019**, a series of visioning meetings were held for the Bedford Boys Ranch Park - Phase Next project.

- Staff, elected and appointed officials, and stakeholders were invited.

Those invited included:

- City Council
- Parks & Recreation Board
- Beautification Commission
- Department Heads
- Park Staff
- Recreation Staff
- Senior Center Staff
- Aquatics Staff
- Maintenance Staff
- Arts/Music Programming
- Arts/Council Community
- Contract Instructors
- Seniors
- Other Department Staff
- Heritage
- Cultural Commission
- Cultural Affairs Commission
- Homeowners
- Sports Leagues
- School/Civic Groups

Introduction



- Over **150 people** attended the public meeting
- **120 people** attended the focus groups
- An **online survey,** was available from **January 31 – March 4**
- The survey received a total of **1,155 responses**

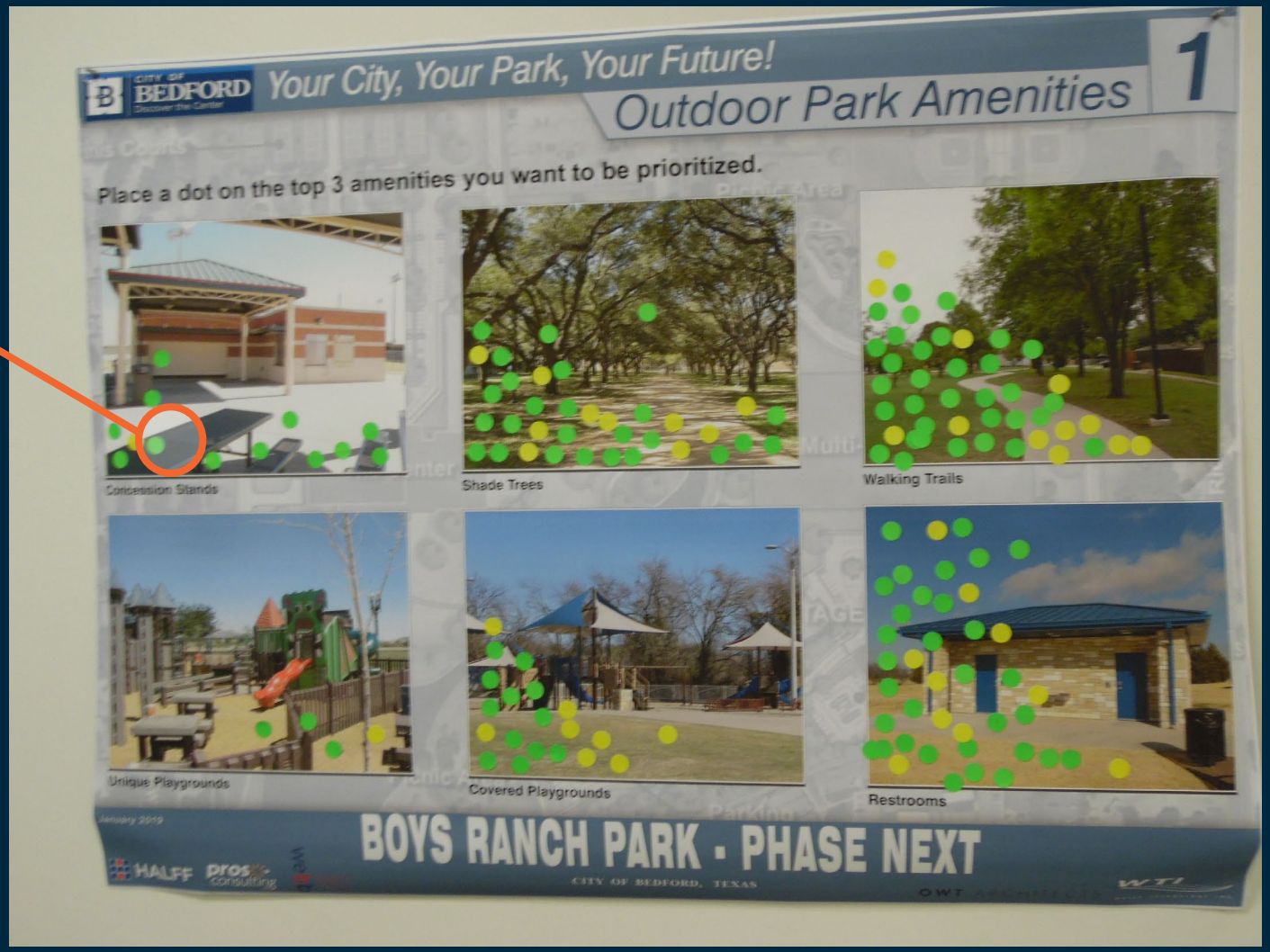
Prioritization/Preferred Park Amenities

Outdoor Park Prioritization – Stakeholders & Public

A total of **120 Stakeholders** and **150 public meeting attendees** were given the opportunity to place Avery Dots on image boards to designate the **top amenities**, they wished to be prioritized in 5 areas of activity:

1. Outdoor Park Amenities
2. Indoor Aquatic Facilities
3. Outdoor Aquatic Facilities
4. Indoor Recreation Facilities
5. Art & Entertainment Amenities

The following slides present the most desired amenities in each activity area for both the stakeholders and the public.



AGENDA

Preferred *Outdoor Park Amenities*

Cover Picnic Area

Covered Playground

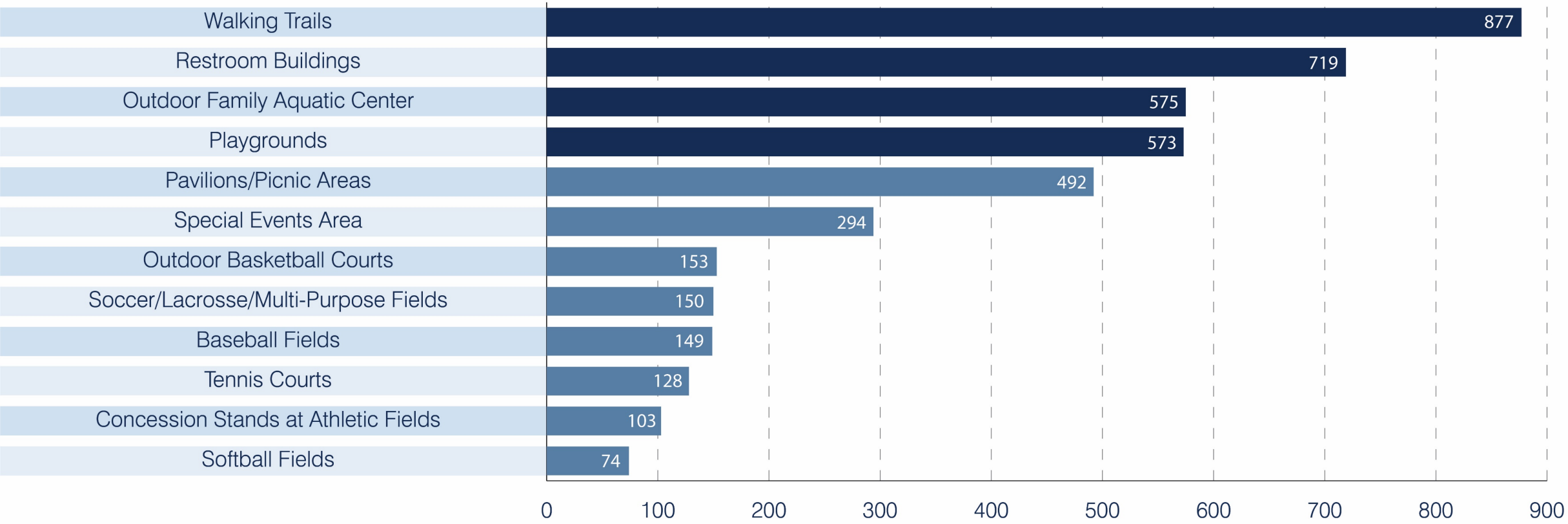
Restrooms

Shade Trees

Special Event Area

Walking Trails

Most Important Park Amenities



*Survey respondents could choose up to four options.

Prioritization of Needs – *Park Facilities & Amenities*

HIGH	MEDIUM	LOW
➢ Restroom Buildings ➢ Walking Trails ➢ Playgrounds ➢ Pavilions/Picnic Sites ➢ Outdoor Family Aquatic Center ➢ Special Events Area	➢ Baseball Fields ➢ Soccer/Lacrosse/Multi-Purpose Fields ➢ Concession Stands at Athletic Fields ➢ Outdoor Basketball Courts ➢ Tennis Courts	➢ N/A

Outdoor Park Improvements – Stakeholders & Public Meeting

Preferred Park Amenities

1. Preferred 275' Baseball Fields vs. smaller fields
2. Preferred 3 fields over 4 fields to allow for adequate parking
3. Increase the buffer/separation for Multi-Generation/Aquatic Center
4. Preferred diversity of recreation & amenities in the park
5. Preferred Multi-use pavilions for outdoor events
6. WOW Factor!

.

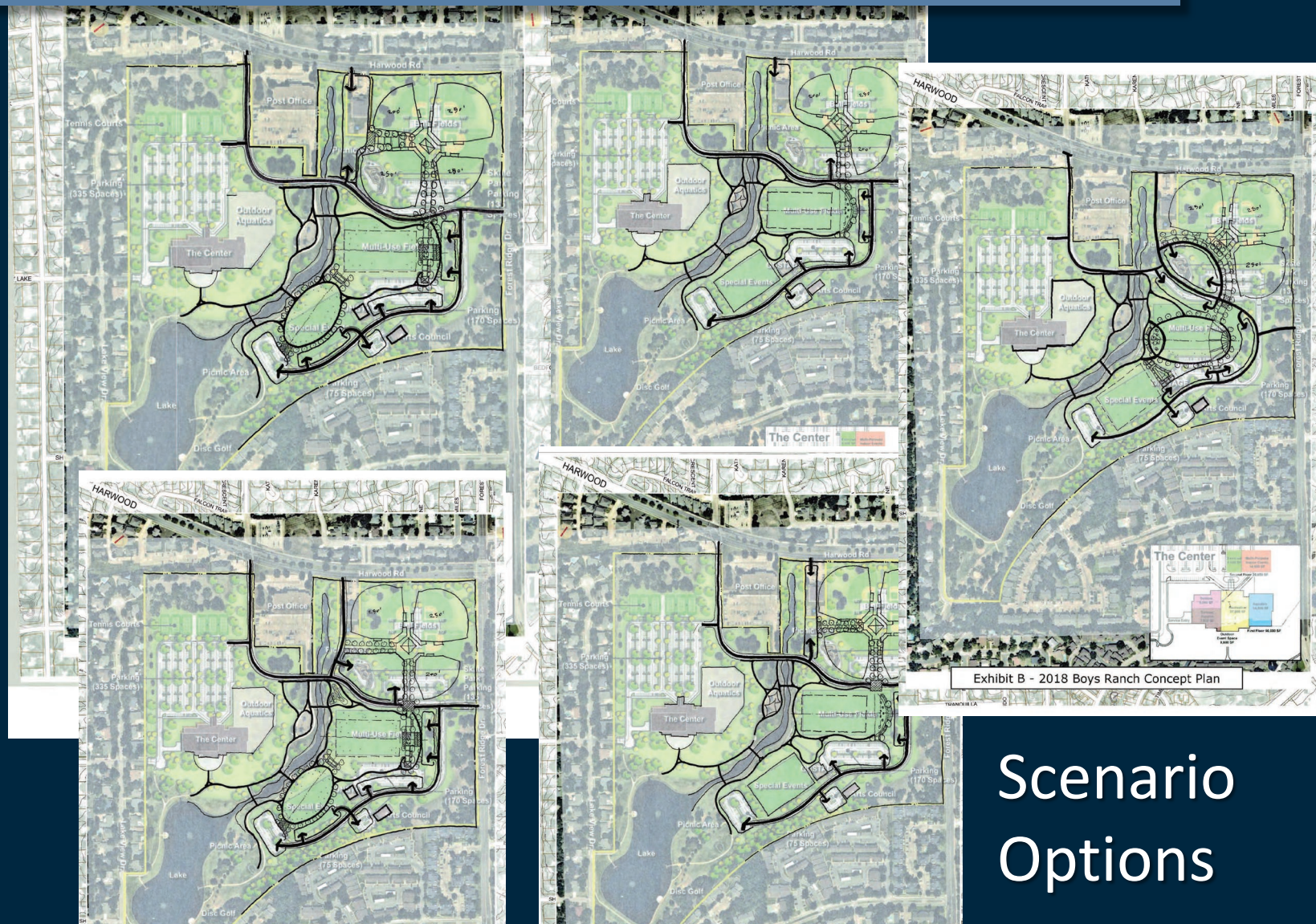
Site Concept
Test Fit Options

00 | Site Concept – Scenario Options

Requirements

- Series of Test Fit Options (250’ vs 275’)
- Baseball Field Layout (4 vs. 3)
- 320 to 240 Parking Spaces Required
- Diversity of Recreational Amenities
- Park Like
- Multi-use Event Space
- Wow Factor!

*60 – 80 parking spaces per field



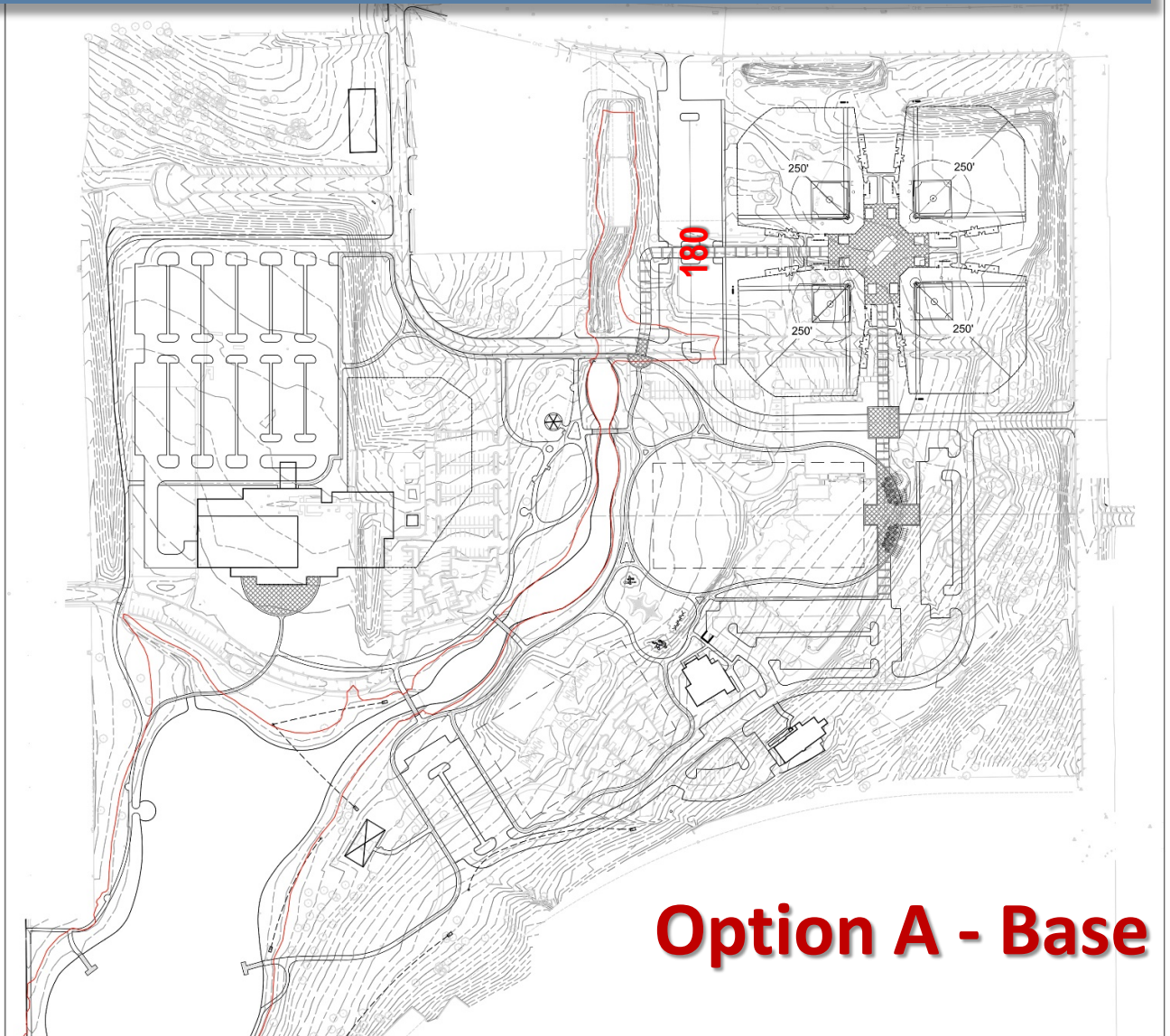
Scenario Options

00 | Site Concept – Test Fit

Requirements

- Series of Test Fit Options (250’ vs 275’)
- Baseball Field Layout (4 vs. 3)
- 320 vs 240 Parking Spaces Required
- Diversity of Recreational Amenities
- Park Like
- Multi-use Event Space
- Wow Factor!

*60 – 80 parking spaces per field



01 | Site Concept – Test Fit

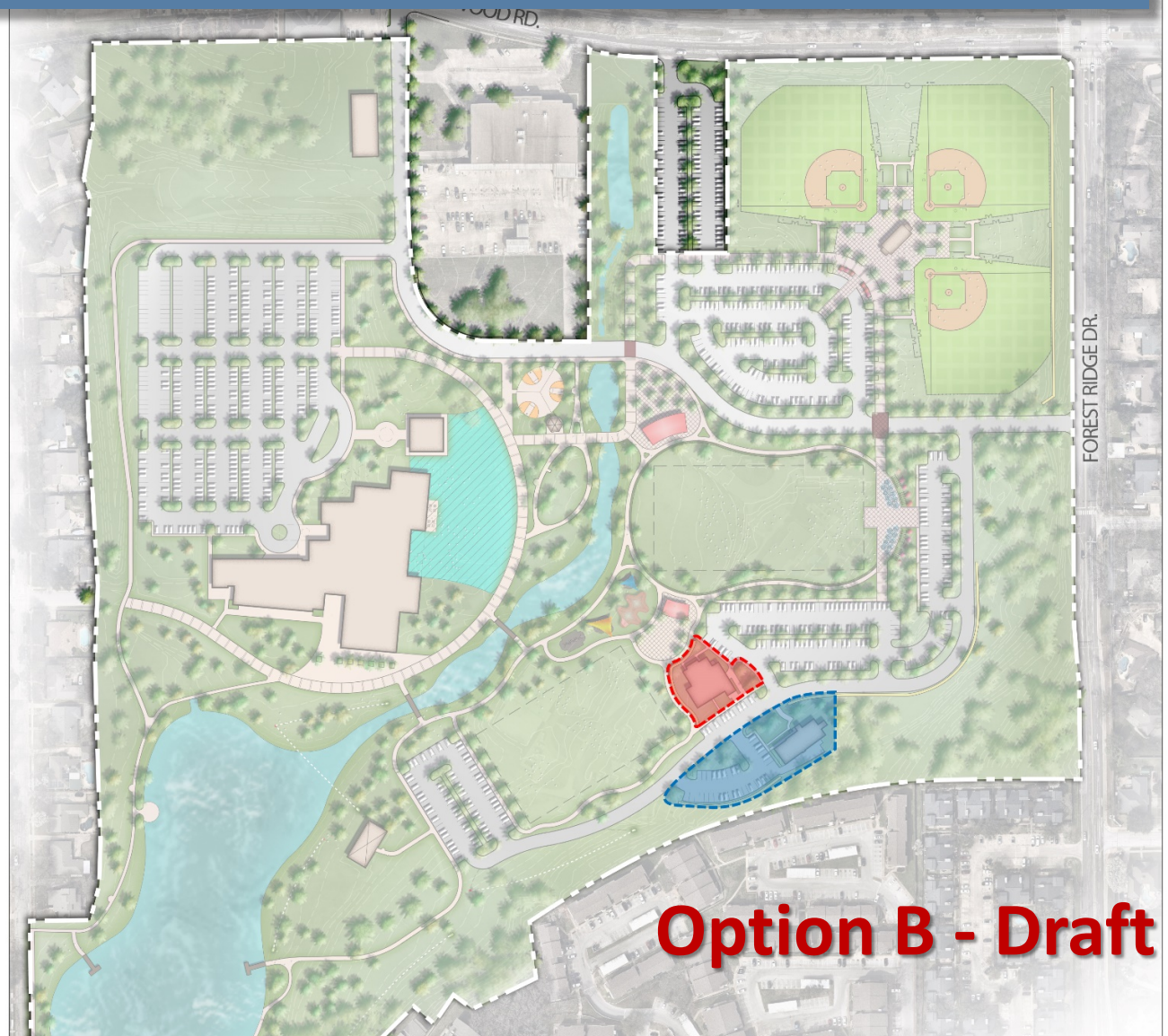
Positives

- (3) 275’ Baseball Fields
- 345 Parking; (1,046 total park parking)
- Multi-use Event Space (2 Pavilions)
- Multi-use Field Space
- Diversity of recreational amenities
- Park like

01 | Site Concept – Test Fit

Negatives

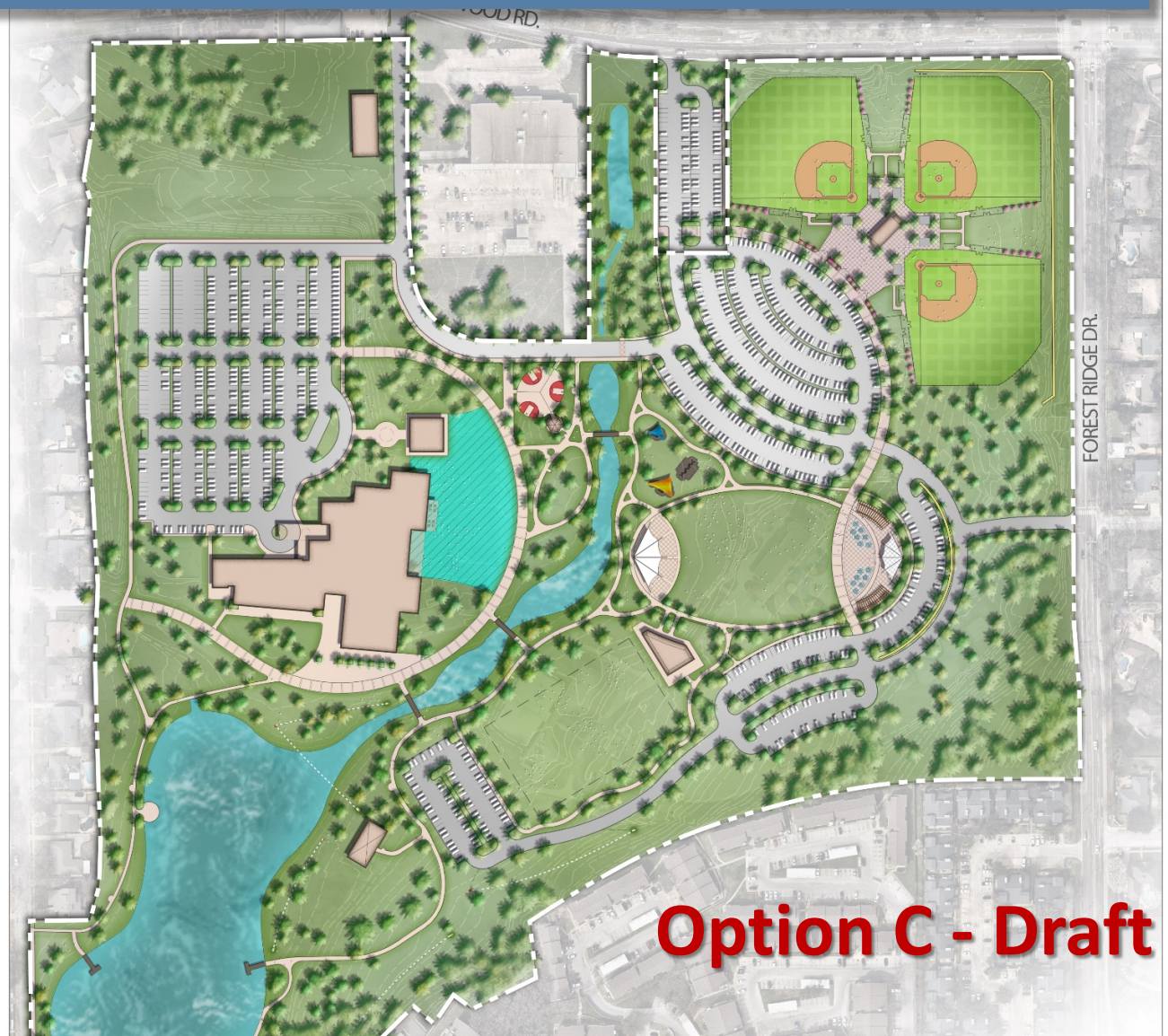
- Extensive retaining wall (4’ – 12’ ht.)
- Extensive ADA improvements to meet code
- Significant cut/fill required
- Possible asbestos remediation and lead based paint
- ONSTAGE/Arts Council building improvements – Unknown $$$
- Access is not located at Traffic Signal



02 | Site Concept – Test Fit

Positives

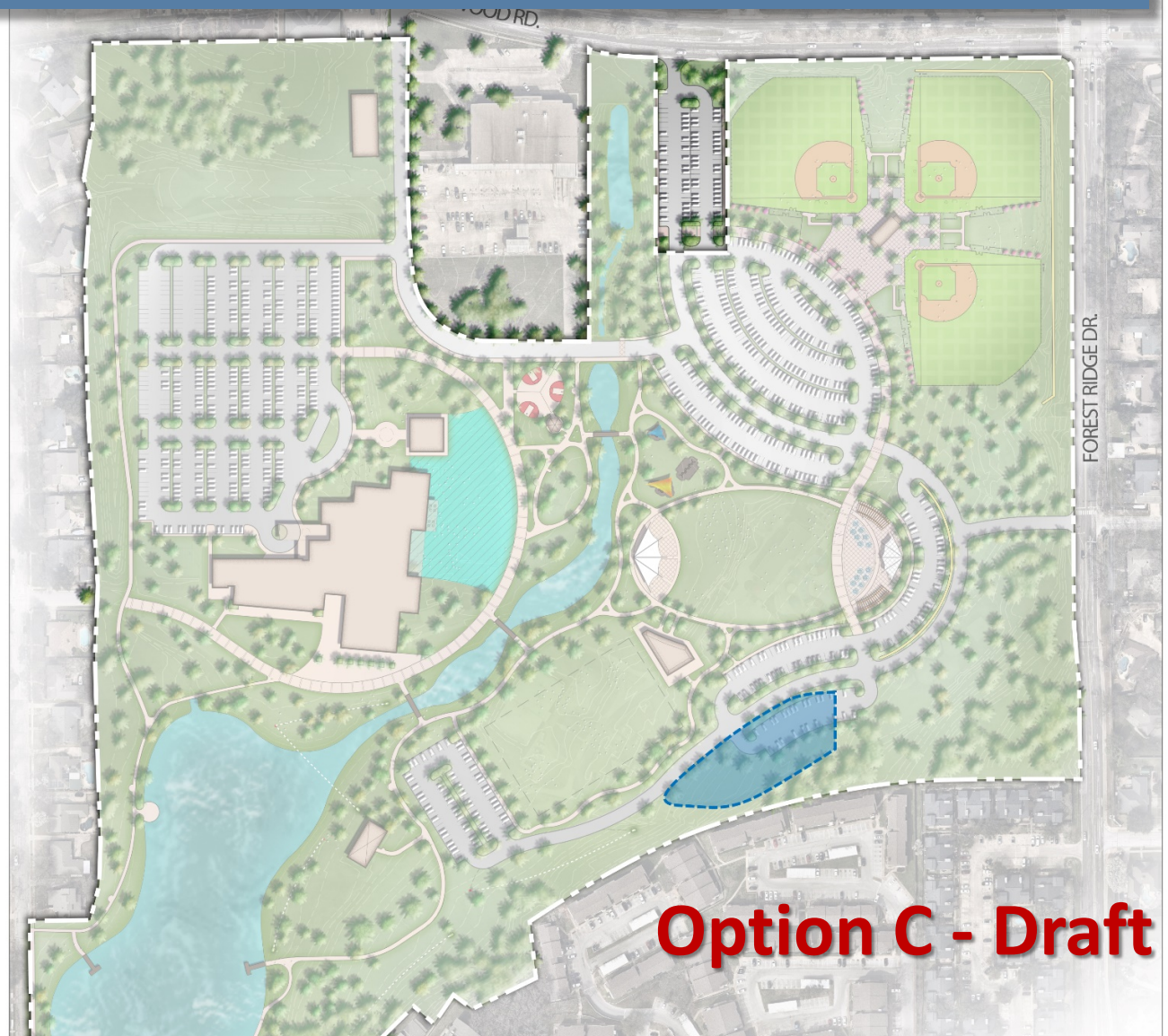
- **(3) 275' Baseball Fields**
- **378 Parking; (1,143 total park parking)**
- **Signal access at Lincolnshire Dr.**
- **Multi-use Event Space (2 Pavilions)**
- **Multi-use Field Space**
- **Diversity of Recreational Amenities**
  - Kid Zone
  - Basketball Courts
  - Food Truck Court
- **Park Like**
- **Wow Factor!**



02 | Site Concept – Test Fit

Negatives

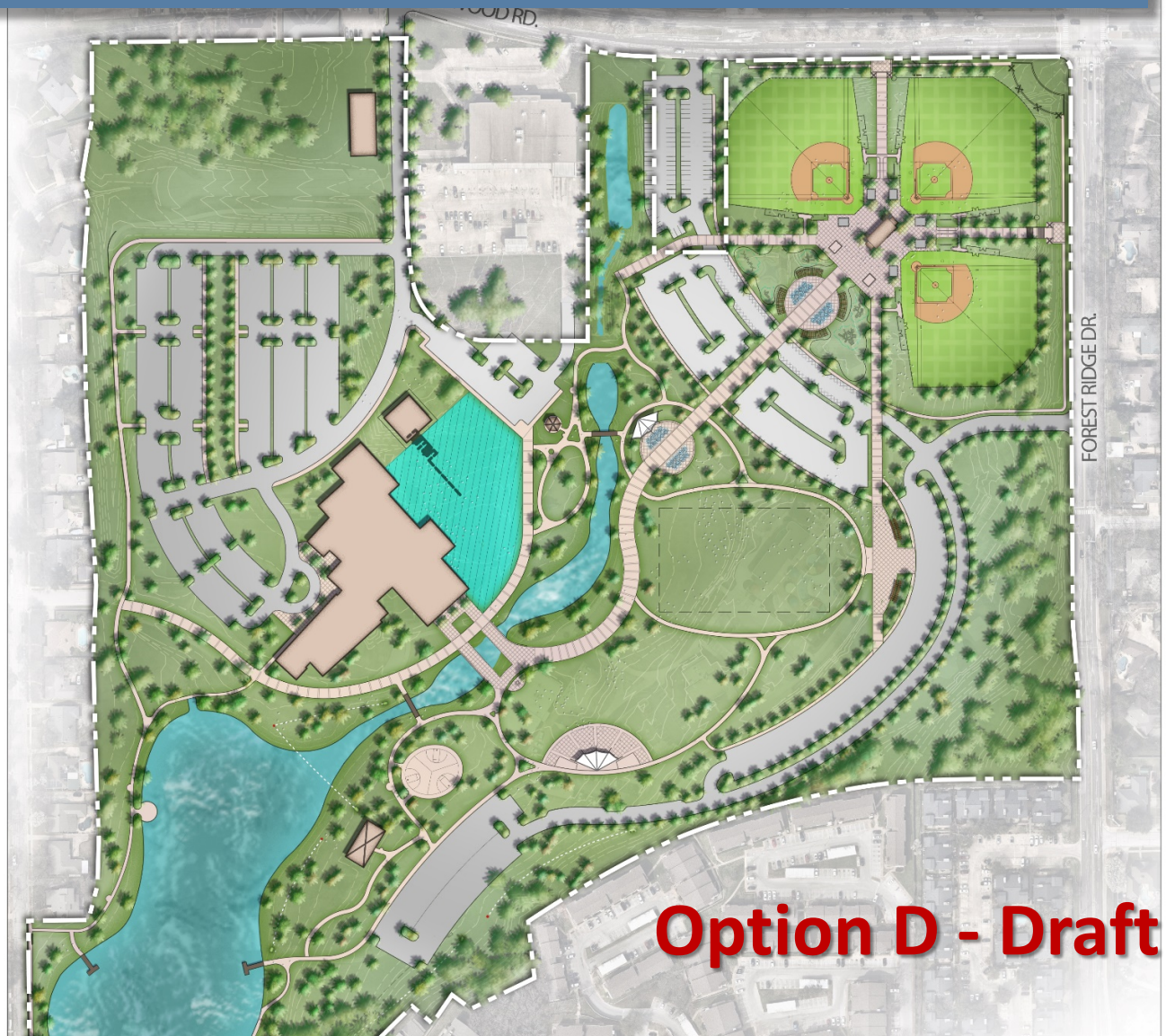
- Extensive retaining wall (4’ – 12’ ht.)
- Extensive ADA improvements to meet code
- Rework parking and building access
- Significant cut/fill required
- Possible asbestos remediation and lead based paint
- ONSTAGE/Arts Council building improvements – Unknown $$$



03 | Site Concept – Test Fit

Positives

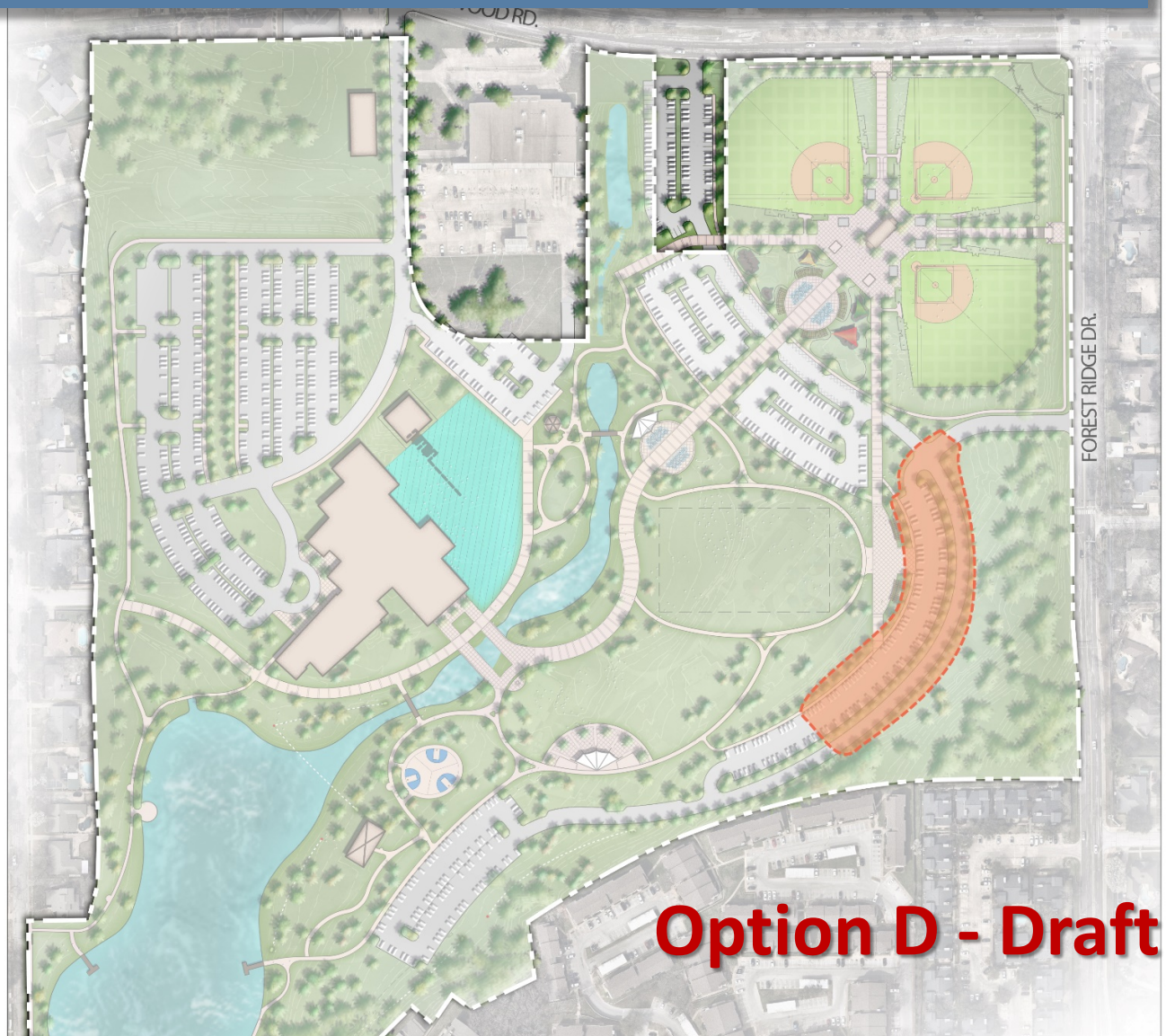
- **(3) 275' Baseball Fields**
- **300 Parking; (1,033 total park parking)**
- **Removes Doug Rivers Dr.**
- **Multi-use Event Space (2 Pavilions)**
- **Multi-use Field Space**
- **Diversity of recreational amenities**
  - Amenity Zone for Baseball/Public
  - Basketball Courts
  - Food Truck Court
- **WOW Factor!!**
- **Removes ONSTAGE and Arts Council Bldg.**



03 | Site Concept – Test Fit

Negatives

- No signal access at Lincolnshire Dr.
- Removes a significant amount of trees
- Extensive retaining walls on the west side of the site (Multi-Generation/Aquatics area)
- $$$$



03 | Site Concept – Preliminary Construction Costs

A - $26.5M

B - $26M *

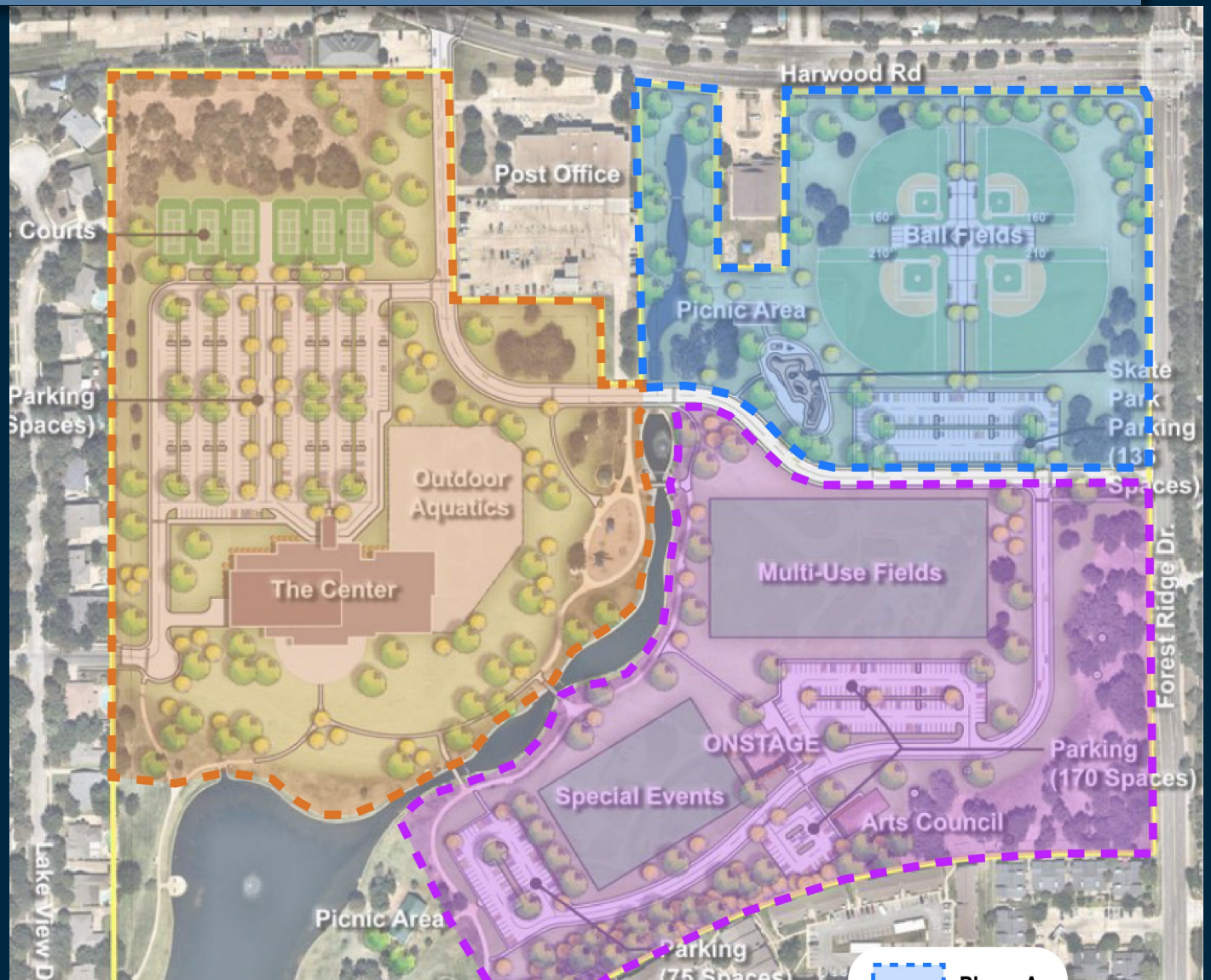
C - $26M

D - $29M

Construction Phasing

04 | Site Concept – Construction Phasing

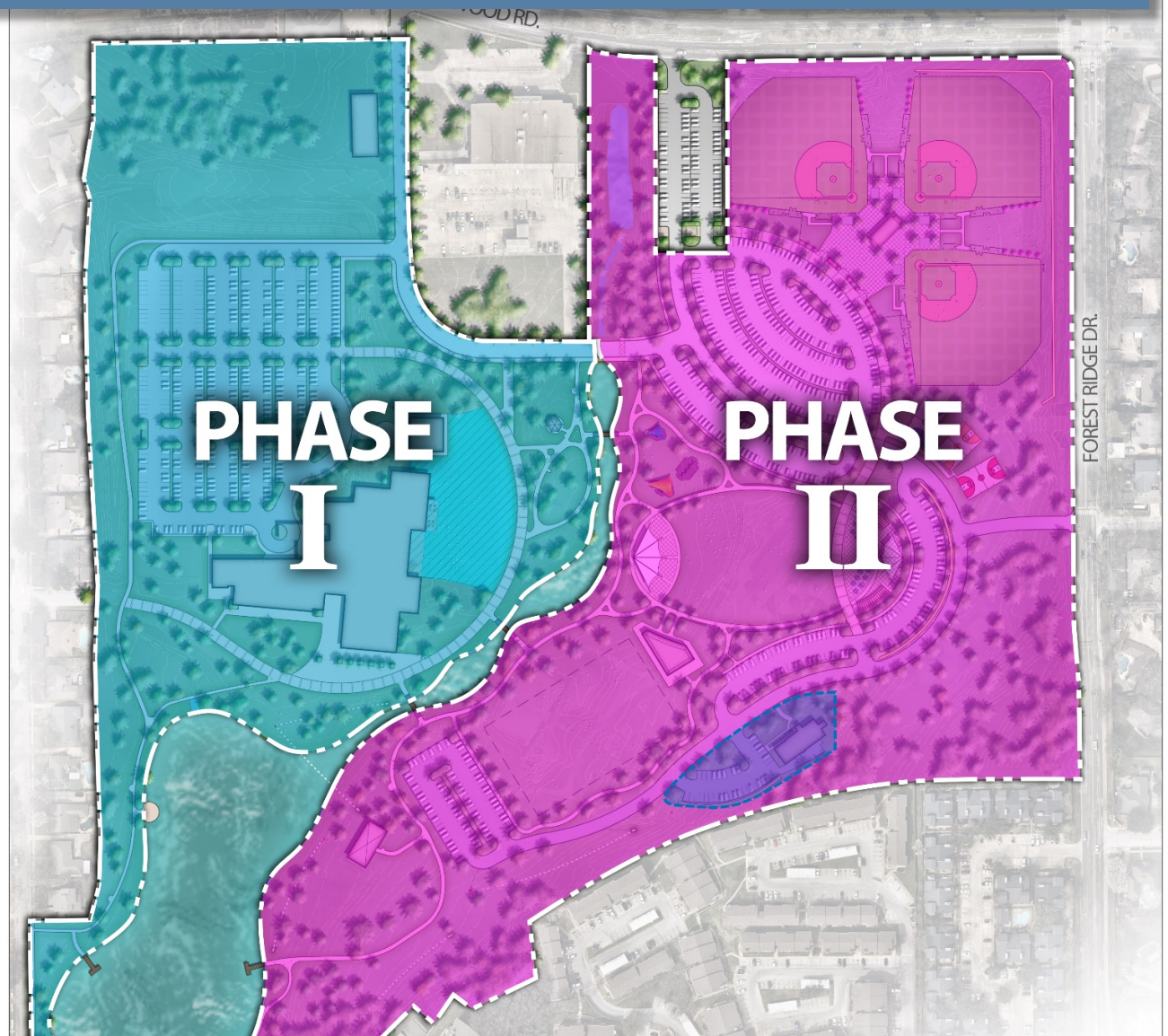
Three Phase Construction



04 | Site Concept – Construction Phasing

Two Phase Construction

- **Positive**
  - Keep Rec/Aquatic/Sr. Centers open
- **Negative**
  - Additional mobilization
  - Additional earthwork
  - Additional construction Administration
  - Longer construction schedule
  - $$$$



04 | Site Concept – Construction Phasing

Single Phase Construction

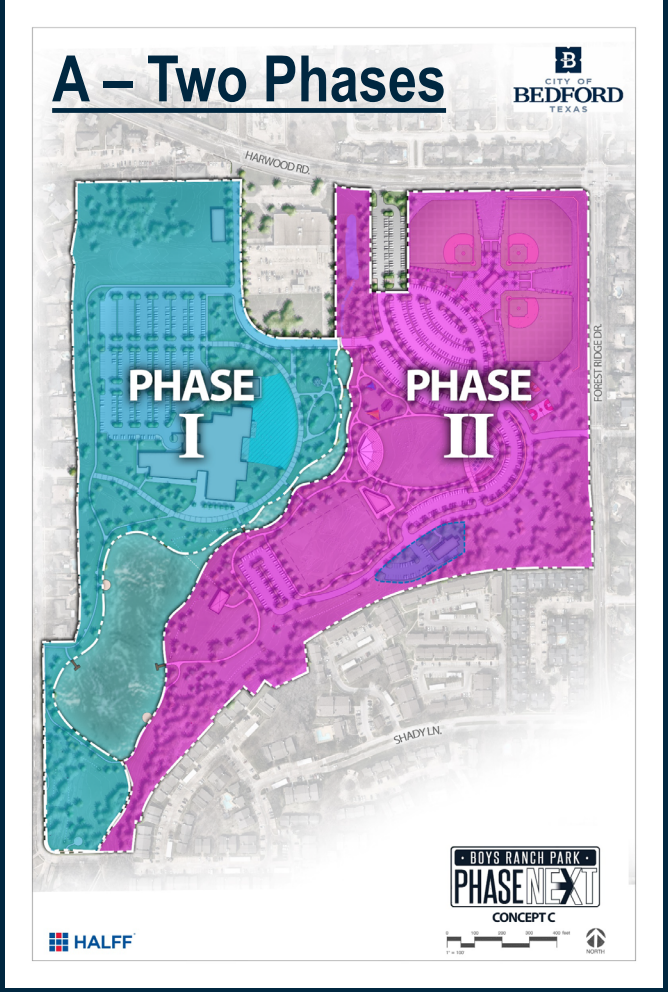
- **Positive**
  - Balanced site
  - One mobilization
  - Reduces construction schedule
  - Significant funding savings
  - Senior, recreation, programming and aquatics available offsite
- **Negative**
  - Entire site is closed during construction *(consider keeping trail around lake open)*

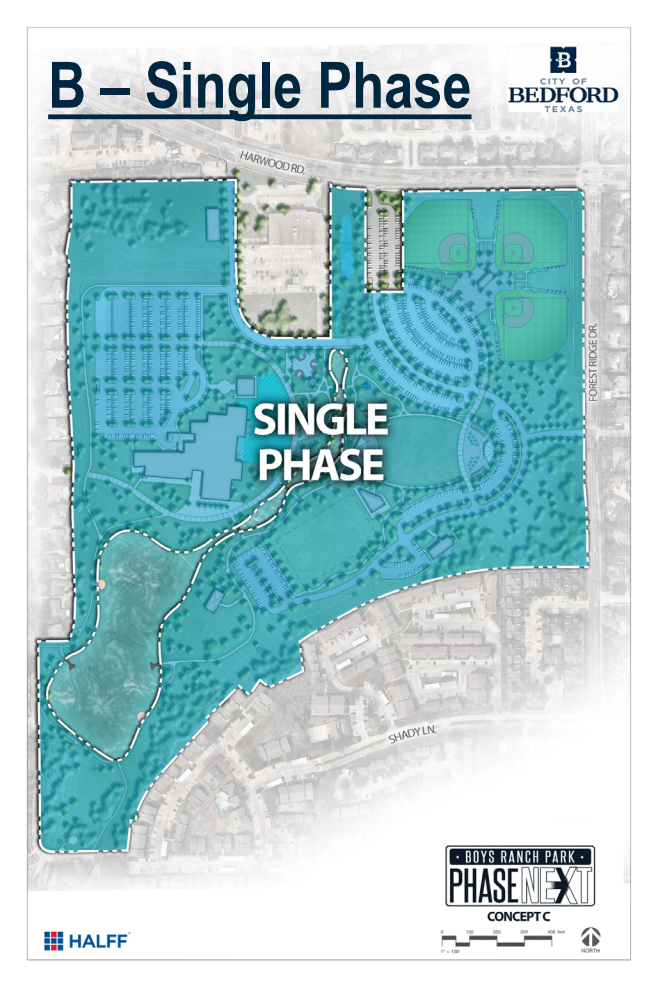
04 | Site Concept – Construction Phasing

Phased Construction

Phased Construction (Two Phases vs. Single Phase)

- **Two Phases**
  - **Schedule** 24 Months
  - **Additional Cost** $1M to $1.5M
- **Single Phase**
  - **Schedule** 18 Months
  - **Additional Cost** $0





AGENDA

Multi-Generation Center and Aquatics Options

Prioritized *Indoor Recreation Facilities*

Aerobics Classes

Cardio Equipment

Child Care Center

Jogging Track

Meeting/Party Rooms

Multi-Generational Lounge

Multi-Use Courts

Rec Center Cafe

Strength Training Equipment

Yoga Studio

Prioritized *Indoor Aquatic Facilities*

Indoor Hot Tub

Indoor Waterslide

Lap & Competition Pool

Learn to Swim

Multi-Functional Pool

Pool Party Room

Resistance Walking

Water Exercise Classes

Prioritized *Outdoor Aquatic Facilities*

Competitive Outdoor Pool

Interactive Water Play Area

Lazy River

Lazy River with Waves

Outdoor Waterslide

Relaxing Wet Deck

Tot Water Play Area

Wading Pool

05 | Indoor Facility Concept – Multi-Generation Center/Aquatics

Option I

Conceptual Layout - Level 1 – 73,400 s.f.

- Fitness – 16,500 s.f.
- Aquatics - 18,200 s.f.
- Seniors - 9,000 s.f.
- Child Watch / Play – 2,000 s.f.
- B.O.H / Admin. – 7,900 s.f.
- Restrooms/Shower Rooms – 3,500 s.f.

05 | Indoor Facility Concept – Multi-Generation Center/Aquatics

Option I

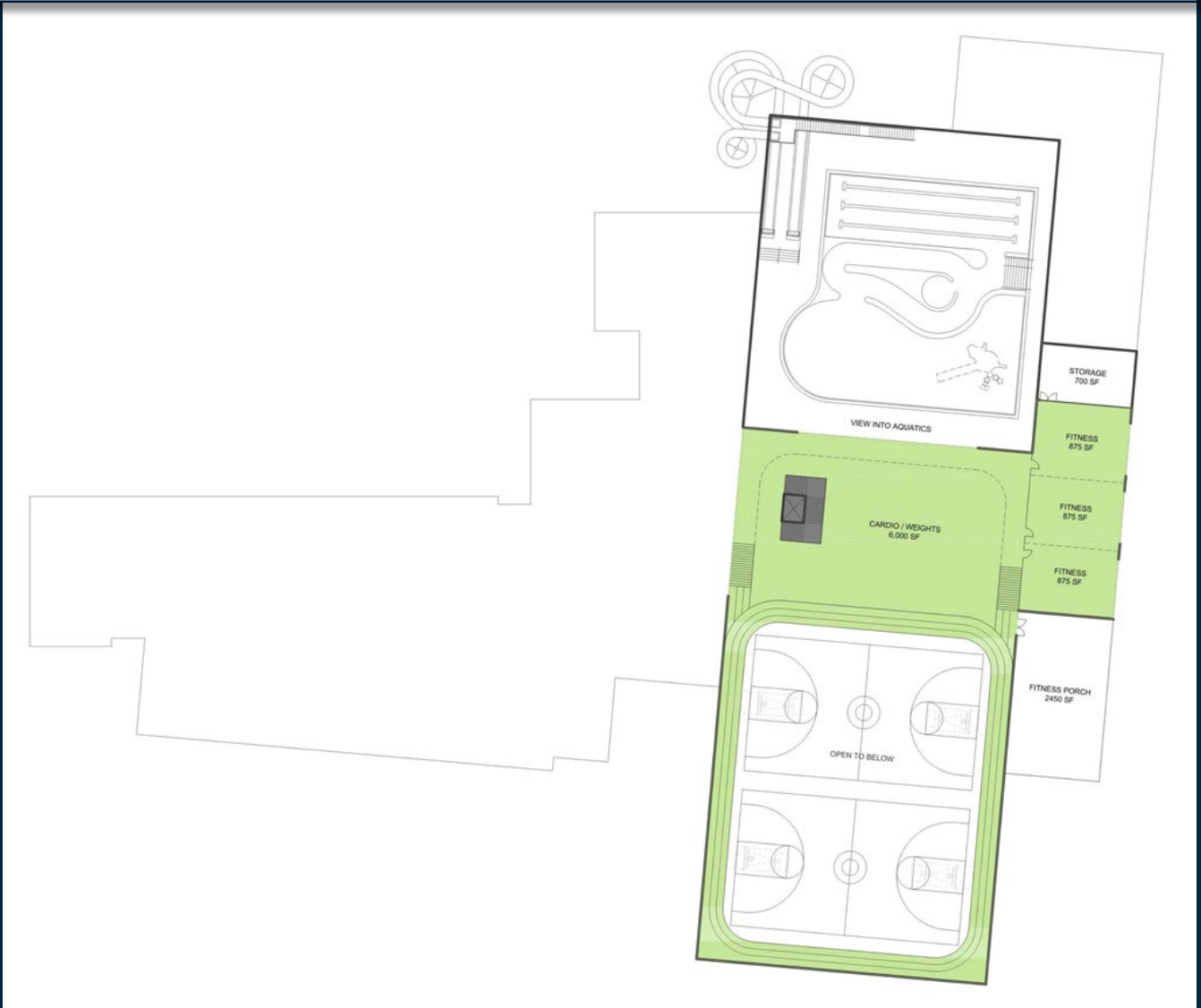
Conceptual Layout - Level 2 – 13,575 s.f.

- Fitness / Track(s) – 13,575 s.f.

$$$

Multi-Generation Center/Aquatics – $42.5 m

- Recreation & Indoor Aquatics - $35.4 m
- Outdoor Aquatics - $7.15 m

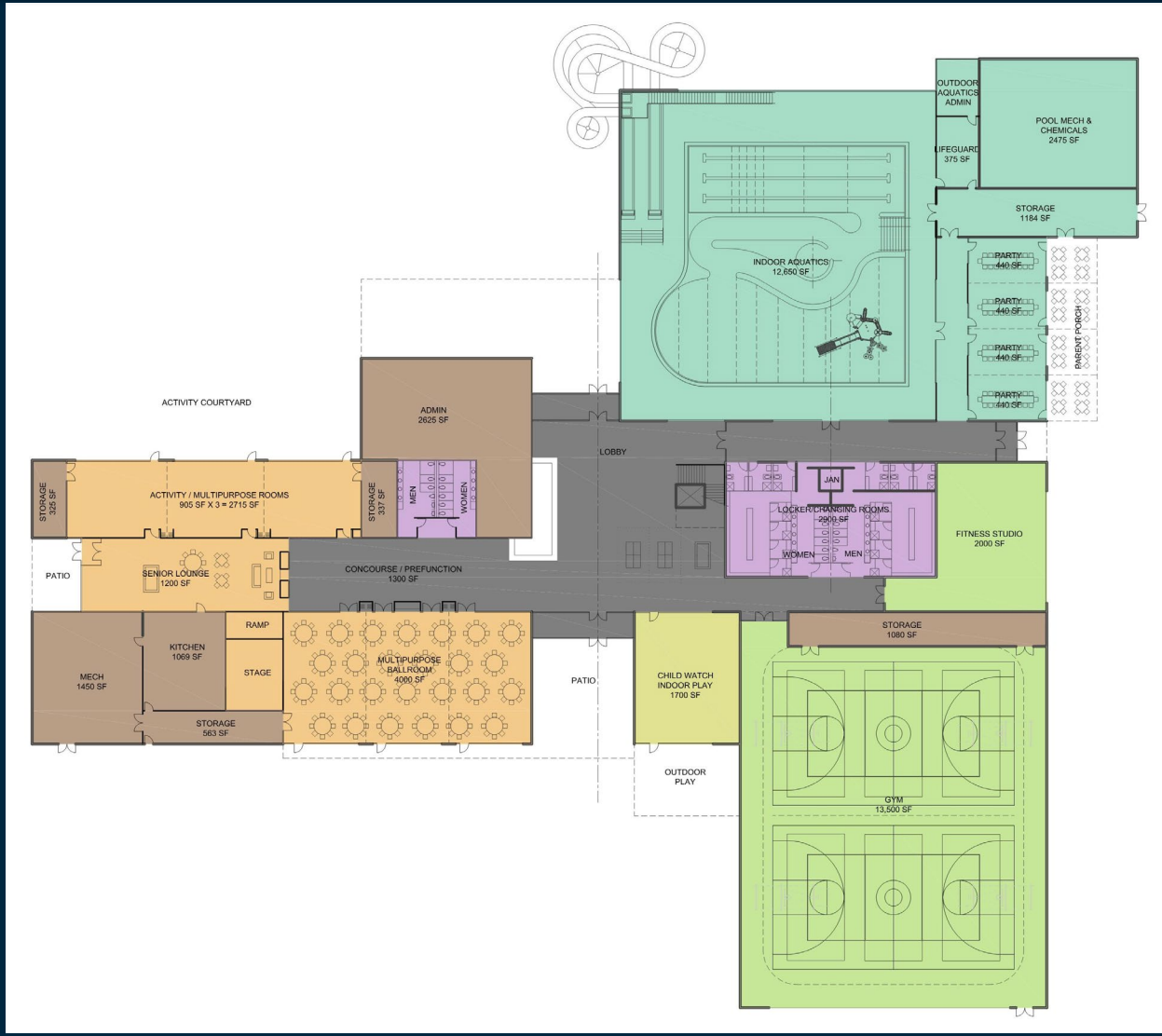


05 | Indoor Facility Concept – Multi-Generation Center/Aquatics

Option II

Conceptual Layout - Level 1 – 67,000 s.f.

- Fitness – 15,500 s.f.
- Aquatics – 19,450 s.f.
- Seniors - 9,280 s.f.
- Child Watch / Play – 1,700 s.f.
- B.O.H / Admin. – 7,450 s.f.
- Restrooms/Shower Rooms – 3,500 s.f.



05 | Indoor Facility Concept – Multi-Generation Center/Aquatics

Option II

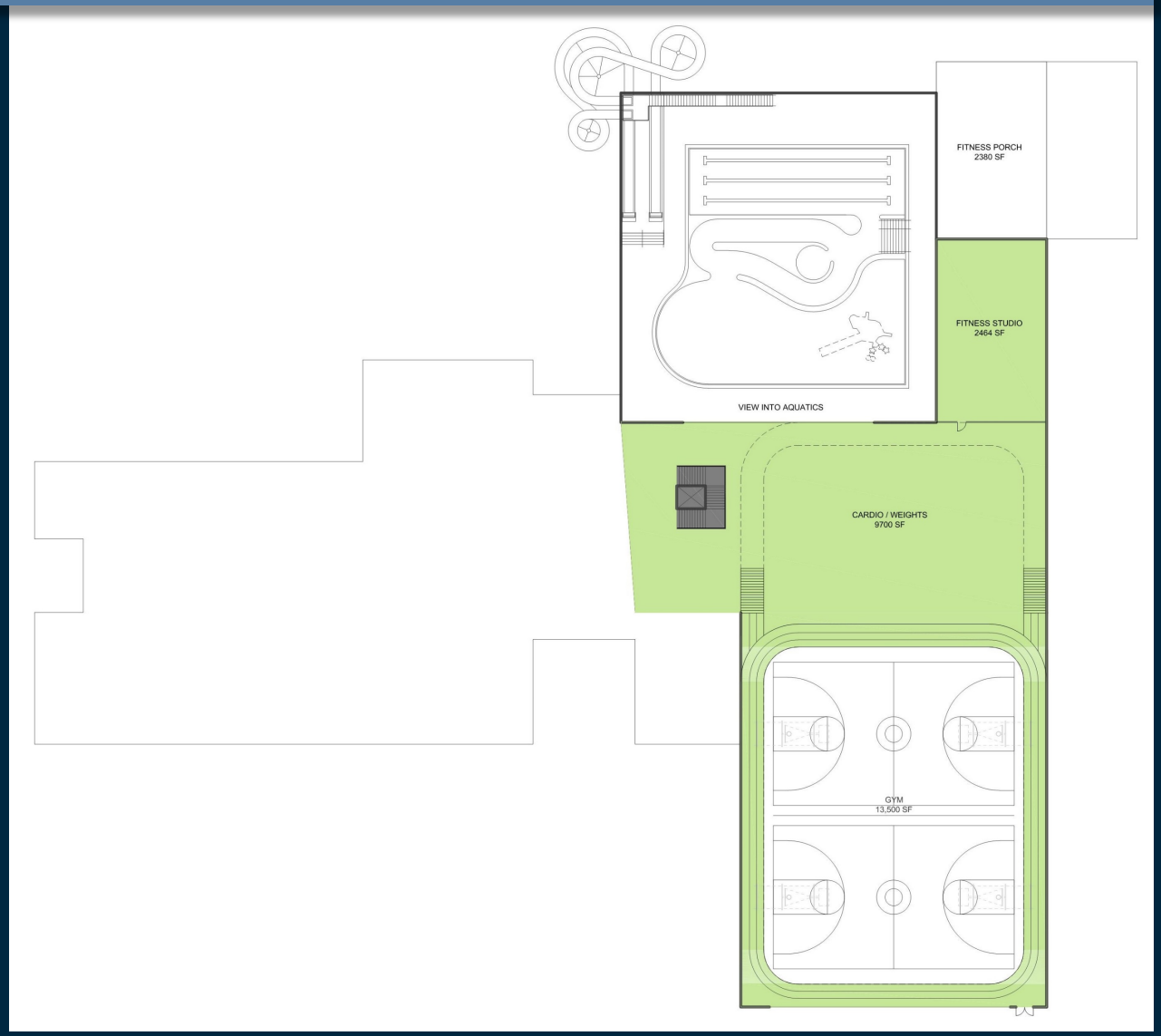
Conceptual Layout - Level 2 – 16,300 s.f.

- Fitness / Track(s) – 16,300 s.f.

$$$

Multi-Generation Center/Aquatics – $40.0 m

- Recreation & Indoor Aquatics - $32.9 m
- Outdoor Aquatics - $7.15 m



06 | Outdoor Concept – Aquatics

Outdoor Aquatics

Conceptual Layout

- **Aquatics 63,450 s.f.**
  - Seasonal Entrance Building
  - Wading Pool w/ Sun Sail
  - Activity Pool w/ Play Structure & Wet Deck
  - 3 Lane Lap Pool w/ Deep Water
  - Lazy River w/ Vortex
  - Slide Tower w/ 2 Slides (Body & Tube)
  - Natatorium Outdoor Patio
  - Turf/Sun Hill
  - Rentable Cabanas

$$$ - 7.15 million

06 | Multi-Generation Center/Aquatics – Preliminary Construction Costs

Option I - $42.5M

Option II - $40M

Option - *$7.15M

06 | Phase Next Park and Multi-Generation Center/Aquatics Construction Cost

CONSTRUCTION COST

Park Site Development and Amenities:	$26M	-	$29M
Multi-Gen. Facility and Indoor Aquatics:	$32.9M	-	$35.4M
Outdoor Aquatics:	$ 7.15M	-	$ 7.15M
***Total Cost**	**$66.05M**	-	**$71.55M**

SOFT COSTS

Professional Services Fees:	$ 9.3M
Property Acquisition:	$ 800K
FF&E:	$ 4M
***Total Cost**	**$14.1M**

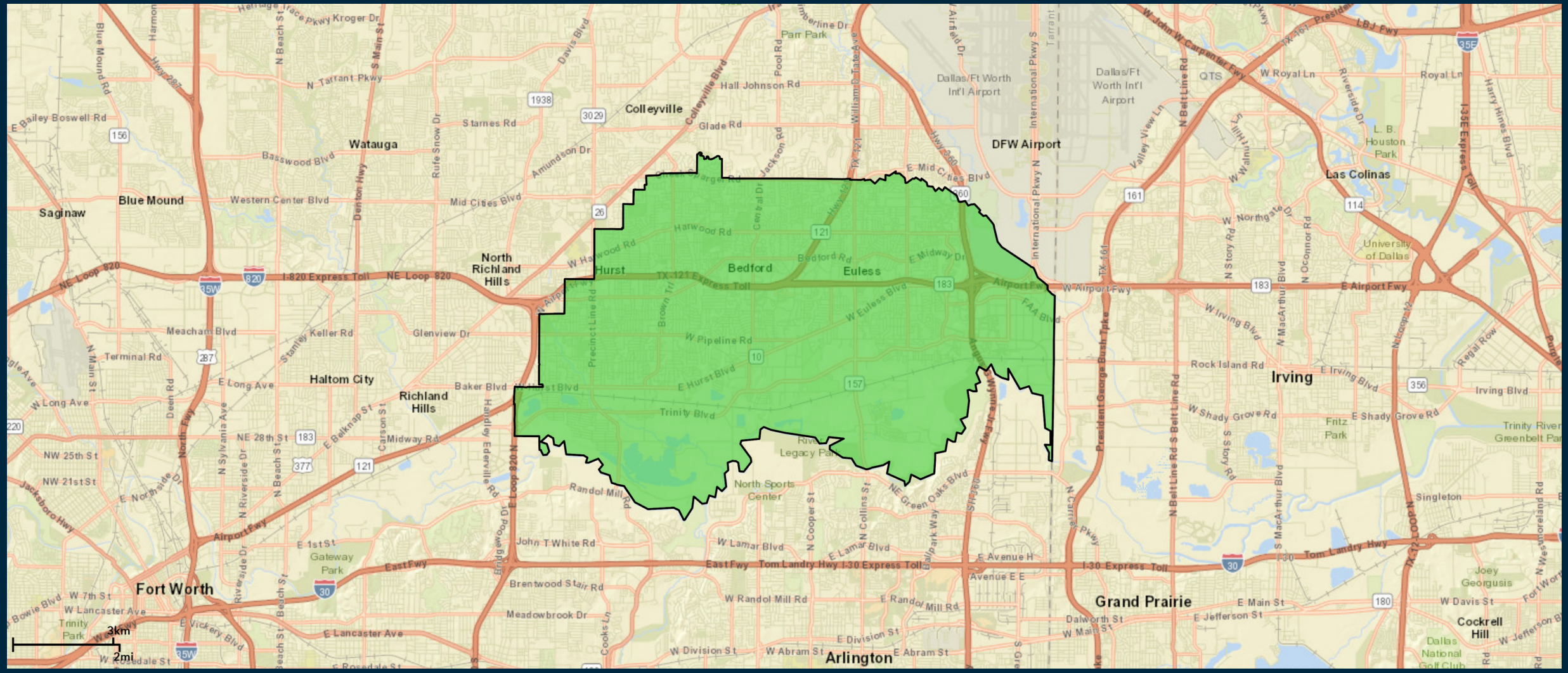
***GRAND TOTAL**	**$80.15M - $85.65M**

**Considers a Single Phase Construction Option*

Draft Operations Assumptions Review

Operating Assumptions

07 | Primary Service Market



07 | Recreation Center Operating Hours

- **Monday - Friday: 5:30am - 10pm**
- **Saturday: 7:00am - 8:00pm**
- **Sunday: 9:00am - 5:00pm**

- **103.5 hours per week**

- ***Holiday Hours will vary depending upon the holiday from being closed to reduced hours.***

07 | Gymnasium and Indoor Aquatics

- **Gymnasiums and Indoor Aquatic Center will be utilized for both programming and open use.**

- **In addition to Normal Operating Hours, schedules for Gymnasium and Indoor Aquatics will be posted and vary based on time of year.**

07 | Recreation Center Membership and Daily Admission Packages

Annual Membership	Family (up to 4; children up to age 23)
Annual Membership	Youth Individual - 3 to 12 years old
Annual Membership	Adult Individual - 13 to 64 years old
Annual Membership	Senior Individual - 65+ years old Youth
Daily Admission	Individual - 3 to 12 years old Adult
Daily Admission	Individual - 13 to 64 years old Senior
Daily Admission	Individual - 65+ years old

- **Membership – can be paid for upfront or via monthly EFT**
- **Rates for residents and non-residents**

07 | Membership/Daily Admission Includes:

- **Unlimited use of the Center during all open recreation times**
- **Reduced rates on programs and facility rentals**
- **Priority registration on most programs/classes**
- **Child Watch for children ages 2-12 will be FREE for members of the Recreation Center**
  - ***Child Watch is defined as up to 2 hours of babysitting while adult is utilizing the facility***
  - ***Hours for Child Watch will be posted separately – morning and evening hours will be available.***

07 | Group Exercise Programs

- **Consultant will run two financial scenarios regarding access to Group Exercise Programs**

- **1. Group Exercise Programs INCLUDED in price of membership/daily admission.**

- **2. Group Exercise Programs will be a separate fee.**

07 | Senior Center Operating Hours

- **Monday – Friday: 8am - 5pm**
- **45 hours per week**

- ***Holiday Hours will vary depending upon the holiday from being closed to reduced hours.***

07 | Senior Center Membership

Annual Membership	Senior Individual - 65+ years old
Annual Membership	Senior Couple - 65+ years old

- **Rates for residents and non-residents**

- **Membership Benefits:**
  - **Monthly Newsletter**
  - **Admission into members only events**
  - **Members only programs**
  - **Additional membership discounts**
  - **Priority program registration for members**
  - **Free birthday lunch the month of your special day**
  - **Discount coupons for daily admission for family and friends**
  - **3 free daily admission passes for the Recreation Center**

07 | Outdoor Aquatic Center Seasonal Pass and Daily Admission Packages

Outdoor Pool Passes	Family (up to 4; children up to age 23)
Outdoor Pool Passes	Youth Individual - 3 to 12 years old
Outdoor Pool Passes	Adult Individual - 13 to 64 years old
Outdoor Pool Passes	Senior Individual - 65+ years old
Outdoor Pool Daily Admission	Youth Individual - 3 to 12 years old
Outdoor Pool Daily Admission	Adult Individual - 13 to 64 years old
Outdoor Pool Daily Admission	Senior Individual - 65+ years old

- **Seasonal Pass – approximately 3 months**
- **Access ONLY to Outdoor Pool**
- **Pass – can be paid for upfront or via monthly EFT**
- **Rates for residents and non-residents**
- **Operating Hours TO BE DETERMINED (dependent upon “lighting”)**

07 | Full time Staffing Levels

- **Full-time Employees 13 - 15 full-time employees including:**
  - **Recreation Center Manager - (1) position**
  - **Senior Center Manager - (1) position**
  - **Administrative Supervisor - (1) position**
  - **Recreation Program Supervisor - (1) position**
  - **Aquatics Supervisor - (2) positions**
  - **Fitness Program Manager - (1) position**
  - **Customer Service Supervisor - (1) position**
  - **Facility Maintenance Workers - (2) positions**
  - ***Custodial Staff - (3-5) positions**

**Custodial services during day and night cleaning included*

AGENDA

Arts and Entertainment Facilities Needs Assessment

08 | Arts & Entertainment

The Case For New or Improved Facilities

- Audience demand
- Use demand
- Facility supply
- Community benefits and impacts

08 | Arts & Entertainment

Forces + Trends

- Bad news:
  - Audience decline
  - Fragile users
  - Competitive fundraising
- Good news:
  - Growth in active arts participation
  - Growth of arts education
  - The strong value proposition of the arts

08 | Arts & Entertainment

Forces + Trends

- How facilities respond:
  - Embracing a broader definition of cultural activity
  - From “Friday Night Lights” to “Community Living Room”
  - Partner with schools
  - From palaces of art to cultural districts
  - Active as well as passive participation
  - Responding to economic and community issues
  - Greater emphasis on the social experience
  - Maintaining low cost of access for nonprofits

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Audience Demand

- The market is modestly growing and has the demographic characteristics that suggest arts and entertainment participation.
- The market potential index shows higher than average participation in a range of arts and entertainment activities.
- The community survey suggests an interest in multiple programs in the performing and visual arts.

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User Demand

- There are a few local organizations needing and wanting access to better performance facilities.
- ONSTAGE in Bedford, as a community theatre, is best served as a sole tenant of facilities, but has the potential to drive broader community participation.
- Central Arts of Bedford would present in a larger space with programs targeted to younger audiences.
- The HEB ISD is interested in using a new +1,500-seat hall located centrally for various school programs.
- There is growing demand for visual arts teaching, program, and exhibition space.
- The City is an active programmer of outdoor events, both small and large.

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Facility Supply

- Current ONSTAGE in Bedford facilities are in poor condition with significant deferred maintenance.
- Arts Council/Trinity Arts facilities are in poor condition.
- Old Bedford School is a wonderful community asset, though lacking functionality as both a performance space and a meeting and event venue. There are also many other meeting and event spaces nearby, but quality levels are generally low.
- There are a number of large PAC's in the market, but few mid-size halls nearby.

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Community Impacts + Benefits

Comprehensive Land Use Plan Goals:	Relevance of Arts + Entertainment Facilities:
Seek out and attract high quality, visually appealing retail businesses to provide a more robust economic life to residents of the City.	The presence of arts and entertainment facilities supports the recruitment of retail enterprises, particularly those in the food and beverage sector.
Provide additional facilities and programs to meet the needs of the City's population.	Bedford residents have expressed a desire for additional arts and entertainment facilities and programs.
Develop a park system which will improve the appearance of the city and enhance the quality of life	Here again the public has expressed a need for new and improved cultural facilities, which will be designed to optimize accessibility.
Maintain the high standard of quality and value existing in the residential areas of the City of Bedford.	The value of residential areas is enhanced by the nearby presence of arts and cultural facilities as an amenity and quality-of-life enhancement.
Focus on areas of Bedford that have possibilities for development themes which promote the heritage of the City of Bedford.	Old Bedford School can and should be showcased as an arts and entertainment facility that is also the single most important heritage facility in and for Bedford.

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Recommendations

- Responding to current demand
- Additional investments to advance the goals and objectives of the community
- Responding to a regional opportunity

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Responding to Current Demand

#1: ONSTAGE in Bedford home:

- Community theatres can be powerful and positive organizations for community development.
- Not an appropriate tenant for a multi-user performance space.
- Renovate existing venue or find new adaptive re-use opportunity.
- Propose partnership on capital improvements.
- Motivate higher level of community engagement and participation.

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Responding to Current Demand

#2: Old Bedford School:

- Has the potential to be a busy, functional, and successful venue for performances, meetings & events, and to display Bedford heritage.
- Second floor space for smaller music/cabaret/comedy would be helped by improved access and F&B.
- Remove addition to the building and replace with a new multipurpose room with support space to be used as a flexible performance space and hall for meetings and special events.
- Include good tech and F&B capabilities so venue can compete for meeting & event business and support emerging arts groups.

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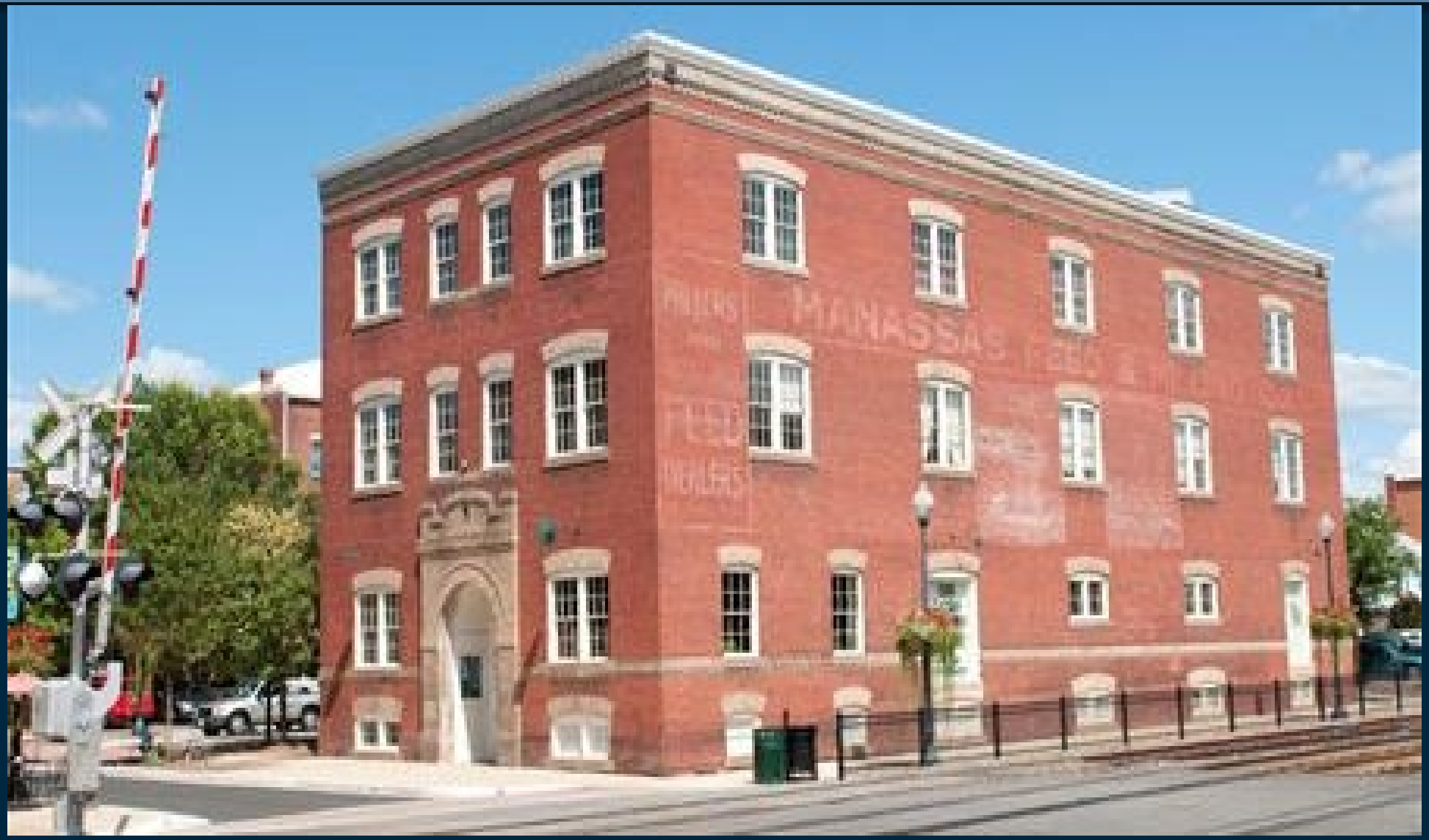

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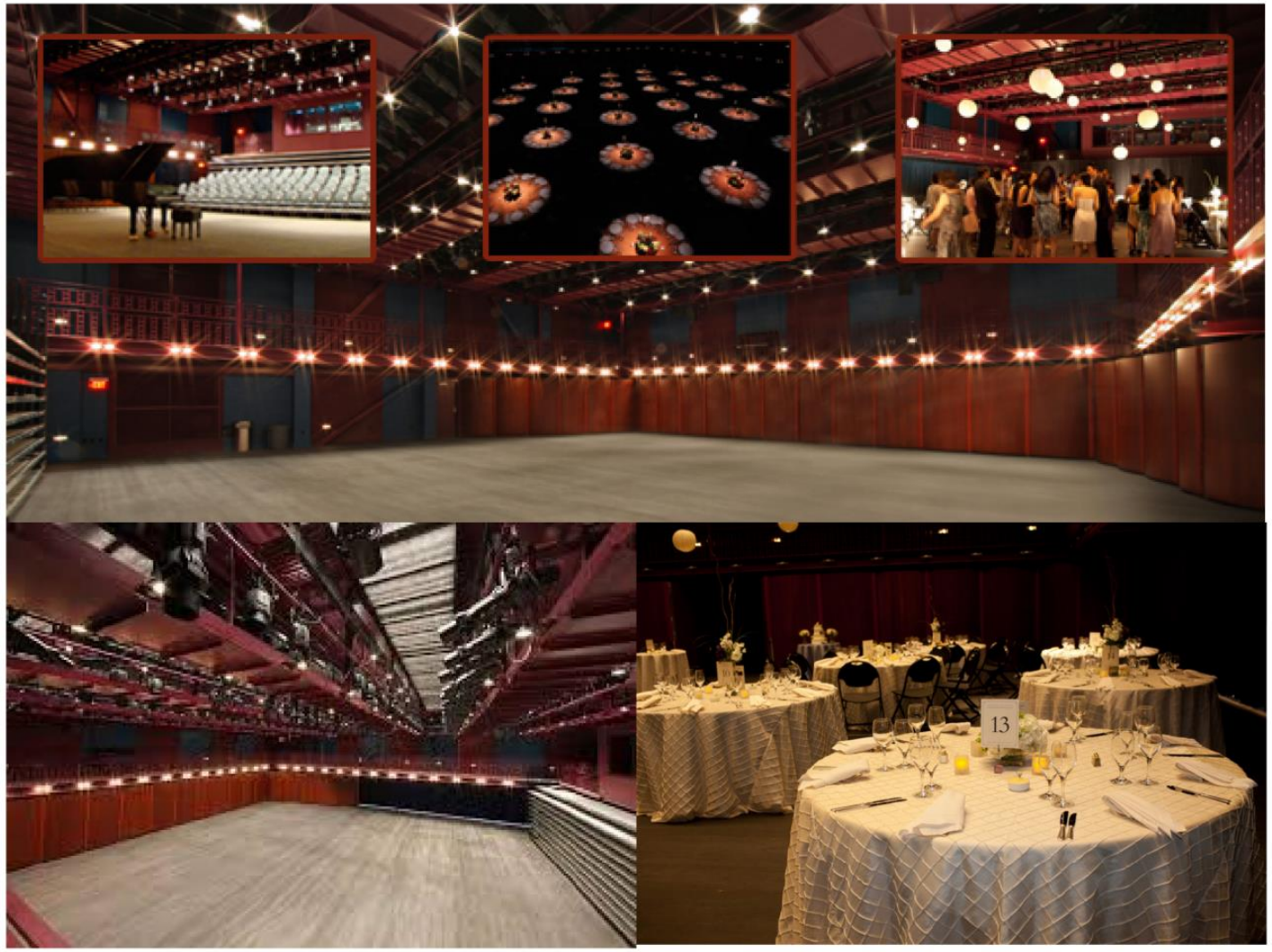

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Responding to Current Demand

#3: Visual Arts:

- Trinity Arts Guild active and growing.
- Include visual arts spaces and programs in multi-gen community center.
- Plan for additional visual arts spaces in that facility to accommodate significant and growing demand.
- Potentially an addition of 5,000 to 7,000 sf of additional usable space.

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Responding to Current Demand

#4: Outdoor Facilities:

- City programs smaller events like Twilight Concert Series, as well as larger events like 4thFest.
- Recommend the development of several areas in Boy's Ranch Park with the infra-structure that will make event set-up and execution easier and cheaper.
- This would include power, plumbing, access routes, restroom facilities and reinforced pads for structures to manage F&B and other amenities.

AGENDA

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Additional Investments

Public Art

- Develop a public art program that brings more art pieces and programs to Bedford. A positive and cost-effective means to infuse the community with art as an economic and community development tool.
- Could include sculpture, murals, digital media, and live arts commissioned and placed in the community through a City-connected Commission.
- Often funded through some version of a percent-for-public-art program, which takes a small portion of public and sometimes private capital budgets to fund the addition of public art.
- Start with a community task-force to do research on programs, policy, and funding options.

AGENDA

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A Regional Opportunity

Partner with HEB ISD on the development of a new Performing Arts Center in central Bedford with a main hall having a capacity in the range of 1,500-seats.

- We see this as a longer-term opportunity for a partnership between the City and the School District.
- We would not advocate for a larger hall given regional competition and limited access to touring product.
- We would encourage the City and School District to establish a task force to explore successful precedents, partnership arrangements, and funding models.

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Questions?

AGENDA
Harwood Rd
Post Office
nnis Courts
Ball Fields
Picnic Area
Parking
335 Spaces)
Outdoor
Aquatics
The Center
Multi-Use Fields
ONSTAGE
Special Events
Arts Council
Lake View Dr
Picnic Area
Parking
(75 Spaces)
Lake
Disc Golf

Next Steps

AGENDA
Harwood Rd
Post Office
nnis Courts
Ball Fields
Picnic Area
Parking
335 Spaces)
Outdoor
Aquatics
The Center
Multi-Use Fields
ONSTAGE
Special Events
Arts Council
Lake View Dr
Picnic Area
Parking
(75 Spaces)
Lake
Disc Golf

Next Steps – *Council Options Selection*

- **Site Plan Selection**
- **Phasing Selection**
- **Multi-Generational Facility Selection**
- **Outdoor Aquatic Facility Selection**
- **Project Budget Final Budget Decision**

AGENDA

Next Steps – *Multi-Generational Center/Aquatics/Site*

- **4/22 – 7/19 – Schematic Design (12 Weeks)**
  - 5/31 – 50% SD Complete
    - 6/5 – 50% SD City Review
  - 7/12 – 100% SD Complete
    - 7/17 – 100% SD City Review
    - 8/13 – City Council Presentation
    - Four potential DRC meeting dates
- **6/25 City Council Meeting – PROS Final and Branding**
- **8/19 – 1/13 – Design Development (20 weeks)**
- **1/20 – 6/15/0 – Construction Documents (20 weeks)**

AGENDA

webb

management
services
incorporated

building creativity

AGENDA

webb management services incorporated

May 2019

Arts + Entertainment Facilities Needs Assessment

Prepared for Oxley Williams Tharp Architects

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A. Study Participants
B. Market Data
C. Facility Inventories

Executive Summary

The need for new or improved art and entertainment facilities to serve the community is best considered in terms of potential audience demand and user demand, a review of the current supply of facilities and their deficiencies, and consideration of how new facilities might respond to and support the broader goals of the City of Bedford. In addition, attention must be paid to broader trends in the cultural sector.

The Needs Assessment thus began with a review of some of the broader forces and trends affecting the cultural sector. There are some negative trends, including the decline in traditional performing arts audiences, increasing demand for flexibility and convenience, and the fragility of the nonprofit sector. But there are also positive trends, including the growth of active arts participation, the explosion of outdoor performing arts festivals, and the ability to engage and connect with patrons with a variety of technology platforms.

The market analysis examined the potential to attract audiences to new or improved facilities. This is done by looking at the size, characteristics, and trends in two different market areas: the City of Bedford and the 15-minute drive time around Boys Ranch Park. A 15-minute drive time radius was selected because it captures the communities surrounding Bedford, accounts for the arts and entertainment facilities that residents currently visit, and is supported by our experience in similar markets across the Dallas-Fort Worth Metroplex.

We concluded that the market for the arts is growing, particularly in the 15-minute drive time radius, and has varying levels of affluence and educational attainment. These varying levels suggest demand for both traditional and popular arts and entertainment programs at different price points. Programs of varying formats (drop-in classes versus reoccurring, multi-week classes, for example) should also be on offer to accommodate aging audiences/participants, young families, and children.

A Market Potential Index created by ESRI points towards a higher than average propensity to support arts and cultural activities in Bedford. Across multiple forms of musical entertainment, film, museums, and photography, residents in the market area have a greater likelihood of taking part compared to the national average.

The final component of the market analysis is a review of the non-resident market. Based on tourism statistics provided by Dean Runyan Associates, visitorship to Bedford appears to be growing. At the state level, data indicates that visitors to Texas travel for culture, libation and culinary experiences, and attractions. This suggests potential to attract Bedford and wider Mid Cities visitors to arts and entertainment events and offerings.

In order to understand the existing universe of cultural and community facilities and to help identify physical and programming gaps, we developed comprehensive inventories of indoor and outdoor performance spaces within a 10-mile radius of Boys Ranch Park, a meeting and event inventory, and

an inventory of the regional, purpose-built performing arts centers in the Dallas-Fort Worth Metroplex.

Existing local performance facilities lack attributes and amenities like orchestra pits, fly space, and wing space, although they tend to have rehearsal/program space, lighting and sound equipment, dedicated parking, and occasionally ticketing services. There are gaps in permanent concessions, catering kitchen access, and the service of alcohol. Generally, the local facilities have lower quality ratings and limited availability, indicating an opportunity for high-quality performance space. The facilities in the communities surrounding Bedford tend to be higher in capacity and quality, but also have limited availability.

While this research suggests that there are gaps for new or improved facilities in the market—particularly for a high-quality venue with a capacity up to 350-seats—we also considered how a flexible, multi-purpose space may satisfy the needs in the community. A flexible seating system that can accommodate 200 to 350 people theater-style but also convert to cabaret seating, classroom seating, banquet seating, or a flat floor would address a number of needs from arts organizations and residents alike.

Over the course of this study, we gathered information on potential demand for performance, rehearsal, and classroom space in Bedford from various individuals and organizations, including local and regional arts and cultural groups. We also assessed the needs of ONSTAGE in Bedford to better understand how their community theatre needs align with the other project goals. To assess demand, we worked with the City of Bedford to distribute an online survey to content-producing facility users. These are individuals and organizations like private instructors, Trinity Arts Guild, and The Regal Chorale that have need for program, rehearsal, exhibition, and/or performance space to create work or practice their creative discipline. Seventeen such entities received an email invitation to complete the survey and, in total, there were 12 responses. Of these responses, five came from members of the Trinity Arts Guild.

The following key findings were gleaned from the survey:

- Half of all respondents are using spaces outside of Bedford to produce art and/or entertainment.

- When asked to rate their satisfaction with Bedford's art and entertainment spaces based on a series of characteristics, respondents indicated:

    - They are somewhat to highly satisfied with the location of facilities, their availability, facility oversight, the equipment/technology onsite, the amenities available to visitors (for example, there are enough public restrooms), and their physical accessibility.
    - Respondents were somewhat less satisfied with the quality of facilities, their cost of access, their sense of safety, and the user amenities available (the quality of the staging and changing areas, for example).

* Nine survey respondents believe that new or improved facilities are needed in Bedford and one responded that maybe they were needed. Two respondents skipped the question. When asked to expand on their responses, survey takers commented on the age, location, and visibility of facilities.

* More than half of all survey respondents indicated that new or improved spaces would allow them to expand their existing programs, including diversifying the type of programs currently on offer, adding youth programs, and increasing their ability to collaborate with other community organizations.

Over the course of our assessment we had the opportunity to speak with regional promotors and key local groups. Promotors expressed interest in new facilities, but warned of increasing regional competition for larger acts. Ultimately, this group believes that there is capacity in the market for community arts series and some touring product and that flexible spaces that can also be used for meetings and events would have the most use and impact.

As for the key local groups, H-E-B ISD, Central Arts of Bedford, and ONSTAGE have demand for new or improved performance space. The School District is not yet able to quantify this demand, but knows there is need for a larger venue for student productions, concerts, and events. Central Arts of Bedford is an entrepreneurial organization interested in larger and better spaces for the presentation of contemporary music, films, and other events. And ONSTAGE has a home with physical limitations that have impacted the organization's ability to program to the community and beyond.

A series of recent planning efforts, including City's Comprehensive Land Use Plan, identified a number of goals relevant to our work, including:

* Provide additional facilities and programs to meet the needs of the City's population;

* Develop a park system which will improve the appearance of the city and enhance the quality of life;

* Maintain the high standard of quality and value existing in the residential areas of the City of Bedford;

* Focus on areas of Bedford that have possibilities for development themes which promote the heritage of the City of Bedford; and,

* Seek out and attract high quality, visually appealing retail businesses to provide a more robust economic life to residents of the City.

All of this research indicates that there is a case to develop new or improved arts and cultural facilities in Bedford based on:

The Market: Considering levels of educational attainment, age, and household income, Bedford residents and those within a 15-minute drive from the city have some propensity to attend and participate in traditional and non-traditional arts programs. State tourism data suggests that the same is true for Texas visitors.

Facility Supply: Our inventories suggest that there are gaps and deficiencies with the current set of facilities that provide the basis for new facilities.

Community User Demand: The community and local arts organizations indicated a significant demand for new cultural facilities.

Benefits + Impacts: The City and its residents would benefit from the investment in cultural infrastructure to support the efforts of local and regional arts groups.

These conclusions led us to recommend a series of facility concepts, including a multi-use, 350-seat flexible performance space, a visual art component that can accommodate Trinity Arts Guild's growing demand, and an outdoor facility with the infrastructure to host more events like the Twilight Concert series. Additionally, recommendations were made to establish a City managed public art program and to explore a future partnership with the H-E-B ISD on the development of a new 1,200 to 1,500-seat multi-purpose auditorium.

1. Introduction

Webb Management Services is a management consulting practice for the development and operation of arts and cultural facilities. The firm was established in 1997 and has since completed more than 400 projects for public and private sector clients across the country. Services include feasibility studies, cultural master plans, cultural district plans, primary research for arts organizations, business plans, and strategic plans. Previous projects in the area include planning for the Courtyard Theater in Plano, a needs assessment for new facilities in Frisco, and a market study for Texas Christian University.

Webb Management has been hired by OWT to conduct a needs assessment that would assess the market viability for the possible need for new or improved art and entertainment facilities to serve the community. At the start of our work, City of Bedford leadership met with Webb Management project leadership to discuss the project goals and the impetus of the study. Additionally, a thorough review of community planning documents was completed, including the review of:

- Comprehensive Land Use Plan;
- Parks Master Plan 2016-2026;
- Boys Ranch Park Phase Next; and,
- 2018 City Council Strategic Plan.

A unique element of this study is that we are proceeding in parallel to the Phase Next Plan for Boys Ranch Park design documents. Because there are currently arts and entertainment facilities in Boys Ranch Park as well as in the Phase Next plan, the City wanted to confirm the viability of having these types of facilities in the Park. In addition, the City recognizes the need to understand the entirety of community needs for arts and entertainment facilities, no matter where they might be located.

Although there are a range of expectations around our work, it is important that we are clear about what can be done within the context of a market study.

> **Specifically, we see our brief as answering the following question – what is the need for arts and entertainment facilities in the City of Bedford and will they have enough community and financial support (benefits + impacts) to succeed?**

We would take this opportunity to thank all of the individuals and groups that participated in our assessment. A listing of study participants is presented as Appendix A.

2. Forces + Trends

New technologies, changing tastes, and a growing desire to actively participate in the creative process has impacted how, when, and where we experience arts and culture. Following is a brief overview of some of the broader forces and trends impacting the creative sector, as well as the behavior of audiences and participants today.

2.1 Arts Participation + Consumption

The Survey of Public Participation in the Arts (SPPA), released by The National Endowment for the Arts, assesses arts participation on the part of the country's adult population. The most recent report came out in 2012 (the next iteration of the study is expected this year) and suggested that participation within traditional arts disciplines—ballet, opera, symphonic music, and theatre—has remained relatively flat over the last 20 years. When applicable, 2017 SPPA data has been included, however the entirety of the report is not available.

In total, over half of adults are estimated to attend live performance or visit museums or galleries annually. Other data indicated that:

* Amongst adults under the age of 40, attendance at traditional performing arts events, particularly those in formal performance venues, is being replaced by participation in nontraditional cultural and entertainment events like outdoor festivals. Between 2012 and 2017, there was significant growth in adults' rates of attendance at outdoor performing arts festivals and at types of performing arts events not listed by the survey.

* Our greatest concern is the decline in arts participation on the part of younger adults (ages 18 to 24). For example, the percentage of those attending a musical theatre performance has dropped form 17% in 1982 to 13% in 2012. The rate of attendance remained largely unchanged for musical and non-musical plays between 2012 and 2017.

* On the other hand, we are encouraged by the growth of active arts participation. More people are playing an instrument, taking painting lessons, dancing and so on, creating new demand for arts facilities that support these programs.

* Educational attainment is the best predictor of arts attendance. The propensity to attend arts events among those who have completed college is exponentially greater than for those who have finished only high school. Age also matters, but not nearly as much as education—older adults tend to have higher rates of participation than younger adults, but only to a point.

Additional factors influencing arts consumption include:

Increasing Demand for Flexibility and Convenience: Consumers have become less willing to commit to an event in advance. While this has resulted in a decline in subscription ticketing, it has also led to a

willingness to pay more later—the perceived premium of flexibility and the "on-demand" lifestyle. There is also less tolerance for the event with built-in hardships, whether that means an uncomfortable seat, poor concessions service, or bad traffic on the way home. This suggests a low threshold for opting out of an event, or choosing another venue, and pushes facilities and presenters towards a higher level of customer service.

The Desire for a Social Experience: Research suggests that audiences are drawn to the arts today by the opportunity for a social experience (as opposed to the more traditional attraction of intellectual or emotional stimulation). This means that the passive experience of attending a cultural event is no longer satisfying the appetite of attendees. Instead, nationwide, we have observed a rise in self-directed, home-based, living arts participation that includes more intense, "hands-on" arts experiences. This is evidenced by the rise of multi-sensory museum exhibitions, food + beverage themed concert events, and cultural events that immerse an audience in the performance.

At the same time, facility presenters and content producers must deliver much more than what is on the stage, creating an environment in which the social elements of the experience can be fully enjoyed and shared, not just with those physically present, but with online peers as well. Examples of this include: the use of Snapchat filters at performances, behind-the-scenes "stories" on Instagram, and pre- and post-event functions that cater to specific segments of an audience (i.e. Young Professionals Networking).

Reliance on Social Media: Social media platforms like Facebook, Instagram, Youtube, and Snapchat, along with trade newsletters and blogs, are critically important as a means for consumers to spread word of mouth in a viral way. For content producers, it's about creating those "Instagram-able moments" that can be quickly and easily shared across online platforms. At the same time, arts presenters and venues are vulnerable to increased scrutiny when some action or occurrence "goes viral."

2.2 Nonprofit Arts Organizations

Along with changes in the nature of demand for arts activities, there have been significant changes on the supply side, particularly related to the health and sustainability of nonprofit arts organizations. According to figures from the Urban Institute's National Center for Charitable Statistics (NCCS), there were 118,000 arts nonprofit organizations registered in the United States in 2016, as compared to 82,000 in 1996, an increase of 44 percent over a twenty year period. This growth in arts nonprofits has led to increasing—and increasingly sophisticated—competition for public and private financial support. Based on an analysis of 2006-2010 data from the NCCS and the U.S. Census Bureau's Economic Census, performing arts groups and museums receive 45 percent of their funding from contributed income. The majority of those funds derive from individual giving (20.3%), follow by foundations (9.5%), corporations (8.4%), and local, state, and federal funding (6.7%).

In 1965, William J. Baumol and William G. Bowen published "The Economic Dilemma of the Performing Arts." In it, they theorized that the lack of productivity gains in the creation of art (it takes the same number of musicians to rehearse and perform Beethoven's Symphony No. 9 in 2019 as it did when it was first performed in 1824), plus the inevitability of cost increases, would essentially force all organizations to raise more contributed income every year just to maintain the same level of

financial stability. This idea, which is now commonly referred to as Baumol's Cost Disease, confirms that because there are not productivity gains over time in the way that art is created, the sector faces increasing financial challenges. This is a fact of life for all cultural facilities.

2.3 Children + the Arts

The arts are now understood to be a vital part of the 21st Century classroom. This has been successfully articulated in the STEM to STEAM movement (science, technology, engineering, arts, and math), which has expanded the traditional areas of innovation (science, technology, engineering, and math) to include the performing and visual arts. Contributing to this movement has been a mounting body of evidence that touts the benefits of arts education, including:

- Improved literacy and English Language Arts skills.
- Advanced achievements in math.
- Improved school culture.
- The development of communication skills.
- Strengthened problem solving abilities.
- Increased capacity for leadership.
- Cross-cultural understanding.
- Propensity towards volunteerism and civic engagement.

2.4 Changes in Facility Development + Operations

As participation in the arts has changed, so, too, has the way those working in or near the creative sector think about facilities and how they are developed, operated, and sustained. Most notably, the old image of a theater, museum, or gallery as a place where fancy people in formal attire can attend a performance or exhibition opening has largely been replaced by the new image of a cultural venue as a community living room, a place that is always open and always active with informal programming and an atmosphere that is buzzing and welcoming. Such as BRIC's Lobby + Stoop in downtown Brooklyn. When guests enter the building, they are greeted by a public space that overlooks a contemporary art gallery, a café, and an informal performance space that can accommodate receptions, ceremonies, special events, and presentations. This type of space is continuously activated throughout the day and creates a communal, shared-space that is inviting to seasoned BRIC attendees and new members alike.

In line with this transition, facilities and organizations are supporting a culture of active participation in the arts through hands-on programs and classes and the engagement of audiences before, during, and after events.

Other trends contributing to the "community living room" vision include:

- A commitment to providing affordable facility access to nonprofit users, as well as arrangements that motivate efficient use of space and the maximization of revenues for both user and facility.

- Increased commitment to retaining staff and leadership that are reflective of the diversity of the community, racially, ethnically, and in terms of ability.

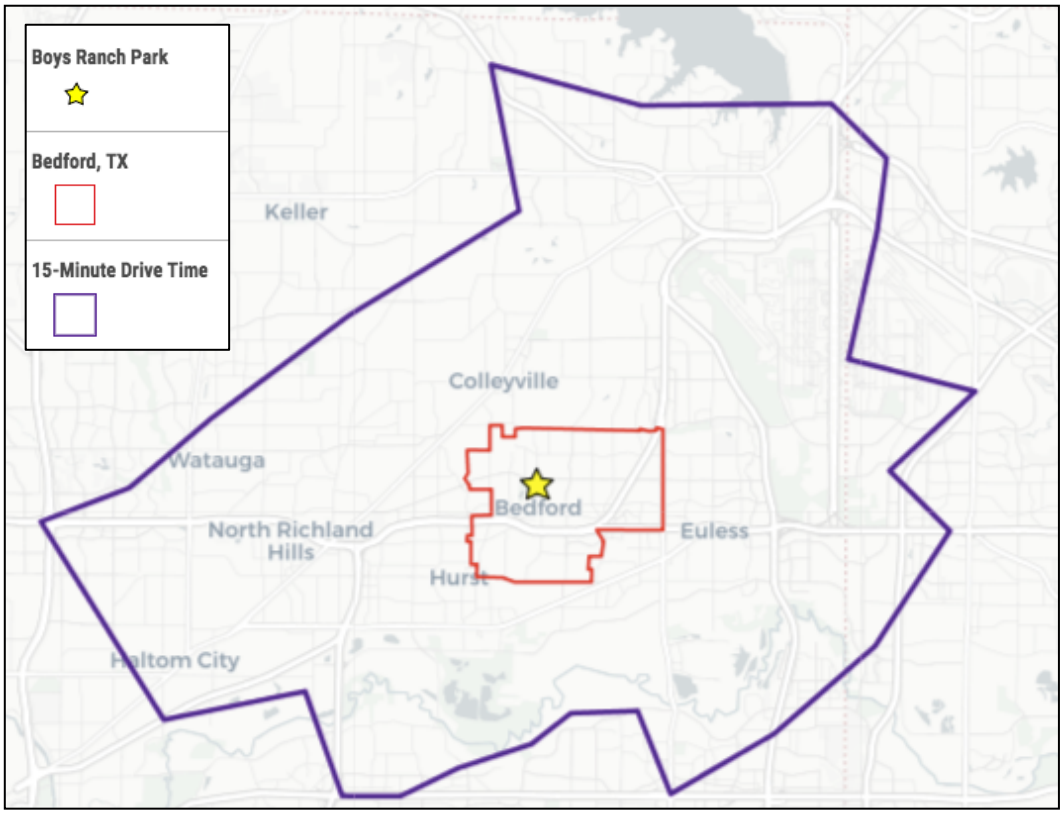
* Embracing the arts as a fundamental component of community engagement, economic development, and quality of life enhancements. This prompts an arts facility to be a key participant in community gatherings (convocations, political debates etc.) and engage with the broader business community to support their efforts, i.e. partnerships with the local CVB or chamber of commerce.

Finally, we see a shift away from facilities that might be termed palaces of the arts—huge, iconic buildings in which multiple components are housed under one roof (like the Kennedy Center in Washington, DC)—to cultural districts, where multiple facilities are developed within a walkable area. This allows for a long-term development strategy that combines new facilities with the adaptive re-use of existing structures. Generally, the costs of developing a district are low and the sets of facilities developed within them tend to be more inclusive and authentic of the community-at-large. Districts also tend to be better at motivating commercial development, as they are relatively porous and accommodating of other building projects.

3. Market Analysis

Defining a market, or potential audiences, can be a complicated issue for arts and entertainment facilities. As a starting point, the market for facilities in Bedford is the population of the City of Bedford. But, the City does not exist in a closed system—it is part of the much larger Dallas-Fort Worth Metroplex, which has residents and visitors that come and go from far and wide. While those who live in and near Bedford are most likely to be involved with arts programming, any new facility has the potential to draw audiences, renters, and program participants from beyond the local community.

To determine the market area for arts and entertainment facilities in Bedford, we spoke to local arts groups and then applied our experience working in similar communities and metropolitan areas nationwide. Based on that, the market has been defined as the City of Bedford and those areas within a 15-minute drive of Boys Ranch Park. All market data, which was gathered from ESRI and provided by project team members Pros Consulting, are included in Appendix B. Here is a map of the market area.



3.1 The Local + Regional Markets

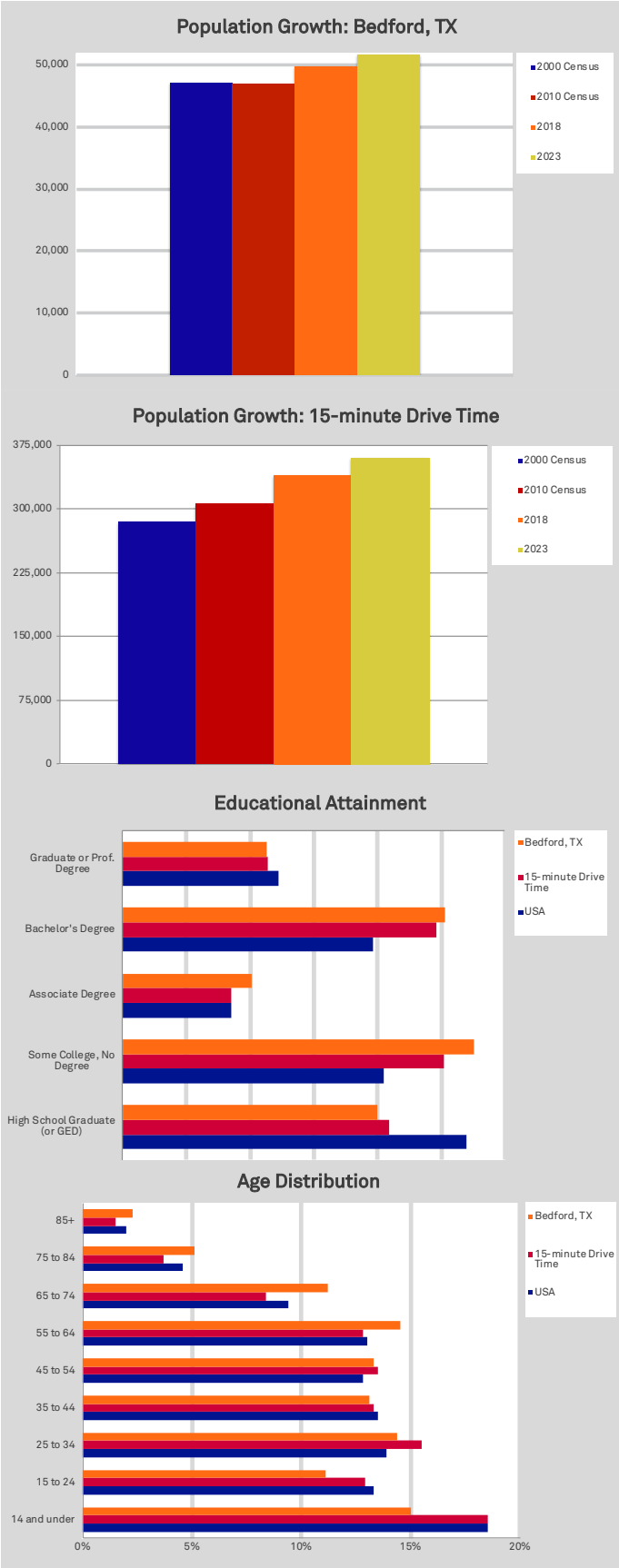
Demographic data suggests the following about the Bedford market:

It is Growing, but Slowly: Between 2000 and 2010, the City of Bedford population experienced little change. Between 2010 and 2018, however, it grew by nearly 6%, from 46,979 in 2010 to 49,771 in 2018. According to ESRI, by 2023, it is projected that the population will reach 51,588, an increase of 3.7%.

The population in the 15-minute drive-time area is growing at a somewhat faster rate. Between 2000 and 2010, it increased by nearly 8 percent, from 284,968 in 2000 to 306,772 in 2010. In 2018, the population was 340,027. It is projected to increase 6% by 2023, reaching 360,583.

There Are Varying Levels of Educational Attainment: Levels of educational attainment vary in both market segments. While roughly 25% of each market segment has a Bachelor's Degree, an additional 25% to 28% has 'Some College, No Degree'. Nationally, 21% of the population falls into this category. Based on evidence provided by the NEA's SPPA, educational attainment is one of the best predicators of arts attendance. The higher the level of education in a community, the greater likelihood to attend an arts event.

It is Aging: Both market segments have aging populations, although the 15-minute drive-time area's population does skew younger. In Bedford, for example, 15% of the population is aged 55 to 64 compared to 13% of the national and 15-minute drive-time area populations. Conversely, within the 15-minute drive-time area, 19% of the population is aged 14 and under, the same



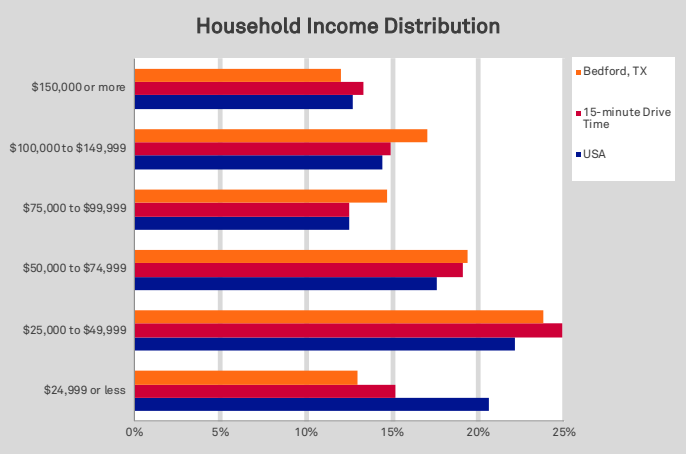
as in the nation. In Bedford, this age cohort represents 15% of the population.

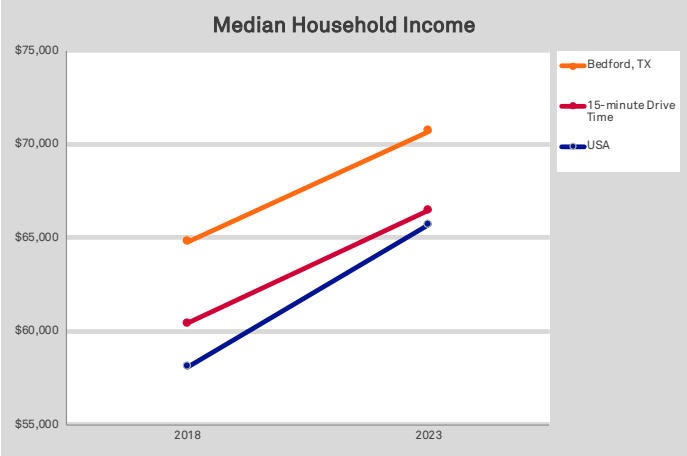
This age discrepancy is evident in the number of households with children. Locally, 26% of households have children while 32% of the 15-minute drive-time population's households have children. This supports the notion that the population outside of Bedford is younger and more oriented around raising children.

There are Varying Levels of Affluence: In Bedford and the area described by the 15-minute drive-time, 24% and 25% of the population have household incomes between $25,000 and $49,999, respectively. Nationally, 22% of the population falls into this income bracket.

An additional 15% of the Bedford population has a household income between $75,000 and $99,999 and 17% have an income between $100,000 and $149,999. This is more than in the 15-minute drive-time area or the nation, where 13% of each market segment has a household income between $75,000 and $99,999 and 14% to 15% has a household income between $100,000 and $149,999. Like educational attainment, household income is a proven indicator of an individual's propensity to attend an arts event, according to the SPPA. Local and regional income levels suggest the market has a strong propensity to attend arts events.

In both market segments, Median Household Income (MHI) is projected to increase over the next five years. In Bedford, MHI was $64,799 in 2018 and is projected to reach $70,721 by 2023. In the 15-minute drive-time area, MHI was $60,443 in 2018 with projections to reach $66,467 by 2023.

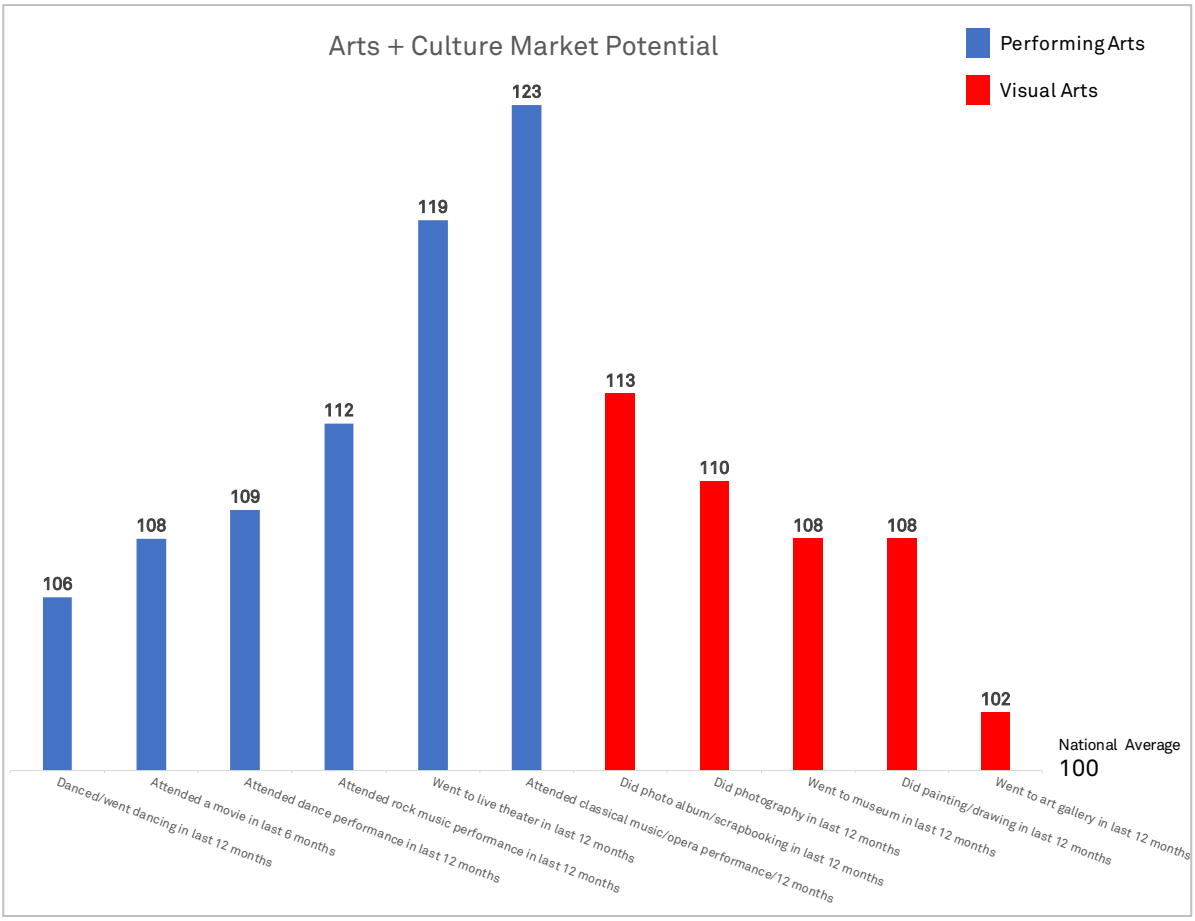




It is Fairly Homogenous: Bedford and the 15-minute drive-time market segments have majority White populations, although there are some pockets of diversity. In Bedford, for instance, 9% of the population identifies as Black/African American and 6% identifies as Asian. Additionally, anecdotal research suggests that there is a large Samoan population. In the 15-minute drive-time area, 12% of the population identifies as Black/African American and 8% identifies as Asian.

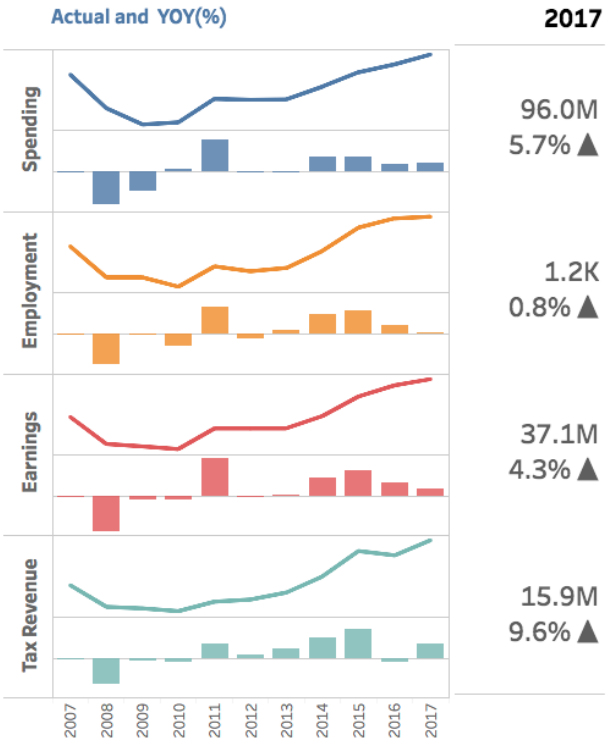
It is Likely to Support the Arts + Culture: A Market Potential Index (MPI) measures the relative likelihood of the households in a specified trade area to exhibit certain consumer behavior or purchasing patterns compared to the U.S. An MPI of 100 represents the U.S. average. When compared to that average, data for the City of Bedford suggests a higher than average propensity to support the arts and culture activities listed below. The MPI was created by ESRI and shared with us by Pros Consulting.

- Dance/dancing (MPI: 106)
- Going to a movie (MPI: 108)
- Attending a dance performance (MPI: 109)
- Attending a rock music performance (MPI: 112)
- Going to the live theater (MPI: 119)
- Attending a classical music/opera performance (MPI: 123)
- Creating a photo album/scrapbook (MPI: 113)
- Photography (MPI: 110)
- Going to a museum (MPI: 108)
- Painting/drawing (MPI: 108)
- Going to an art gallery (MPI: 102)



3.2 The Non-resident Market

Limited data is available on visitors to Bedford. Travel statistics published by Dean Runyan Associates suggest that, while the economic impacts of travel on the City of Bedford were variable from 2007 to 2017 (the most recent year for which data was available), they have, ultimately, been on the rise. Taken from the Dean Runyan Associates Travel Stats Dashboard for the City of Bedford, the image on the right indicates that, in 2017, direct travel spending reached $96 million, a 5.7% increase over travel spending in 2016. Tax receipts collected on travel-related purchases totaled $15.9 million, a 9.6% increase over tax receipts in 2016. There was also an increase in tourism-related spending at the county level: in 2017, visitor spending in Tarrant County reached $7.8 billion, a 7% increase over 2016's $7.3 billion.



Travel impacts data for the City of Bedford. From the Travel Stats Dashboard created by Dean Runyan Associates for Travel Texas. (https://www.travelstats.com/dashboard?ucode=4300)

Additional data from DK Shifflet's 2016 Texas Tourism Region and MSA Visitor Profile indicates that there were 266 million person stays in Texas in 2016. Of those traveling in Texas, 62% were traveling from within the state and 77% were traveling for leisure. Other data points include:

- The majority of visitors (41%) travel for family/life events. Twenty-six percent (26.1%) travel for culture (historic sites, movies, touring/sightseeing), 23% travel for libation and culinary (culinary/dining experience, winery/distillery, brewery tours), and 18% travel for attractions (nightlife, zoo/aquarium, theme/amusement/water parks).

- The average party size is two people and 11% of visitors have children with them.

- A little more than half (51%) of Texas travelers are making day trips and nearly 55% are traveling fewer than 250 miles from home. For overnight visitors, the average length of stay is 2.5 nights.

- Texas travelers spend an average of $125.80 per day. Of that, an average of $9.90 is spent on entertainment.

- Visitors have an average age of 45.9 and an average household income of $98,140. The majority of visitors (70%) are employed and 15% are retired. Sixty-seven percent (67%) are married and 36% have children in the household.

3.3 Community Survey

PROS Consulting conducted a community survey to inform the larger Boys Ranch Park Phase Next project. The survey primarily asked about broader community and recreation needs, but a few questions did relate directly to the arts, as follows:

* When asked to select the "most important [Park] programs and services", Arts Classes (Pottery, Painting, Ceramics, etc.) and Performing Arts/Music Program were among the most frequently selected.

* Survey respondents were asked to mark a series of arts and entertainment activities as definitely not needed, not needed, no opinion, somewhat needed, or definitely needed. Community Festivals, Programs in Parks, Music, After School Programs, and Theatre were cited by the majority of respondents as being definitely needed. Work by Local Artists, Visual Art Exhibitions, and Multi-media Art Exhibitions were cited as somewhat needed.

* When asked to indicate the level of need for arts and entertainment programs by age group, the majority of respondents selected Children (age 5 to 12) and Teen (age 13 to 18). These were followed by programs for Older Adults (age 65+) and Families (Parents, Grandparents, or Caregivers with Children).

3.4 Market Analysis Conclusions

This research suggests the following about the market for the arts in and around Bedford:

* Varying levels of educational attainment, age, and income suggest demand for both traditional and popular arts and entertainment programs at different price points. Programs of varying formats (drop-in classes versus reoccurring, multi-week classes, for example) should also be on offer to accommodate aging audiences/participants, young families, and children.

* The Market Potential Index for Bedford points towards a higher than average propensity to support arts and cultural activities like classical music, opera performance, live theatre, rock music, dance performance, film, museums, visiting art galleries, photography, photo albums, and scrapbooking.

* Based on tourism statistics, visitorship to Bedford appears to be growing. At the state level, data indicates that visitors to Texas travel for culture, libation and culinary experiences, and attractions. This suggests potential to attract Bedford and wider Mid Cities visitors to arts and entertainment events and offerings.

* The community survey conducted by PROS Consulting suggests that the broader Bedford community is interested in additional arts and culture programs, especially in the visual and performing arts. Most interest is for community-based, informal programs like festivals or events in local parks, although there is interest in music, theater, visual arts, and multi-media arts programs.

* Overall, the size and characteristics of the market suggest propensity to support nontraditional and informal arts. This is supported by the Market Potential Index and survey findings, which indicate interest in informal and community focused programming that allows for active participation.

4. Existing Facilities

To understand the existing supply of arts and entertainment facilities and programs in the market, we have developed inventories of indoor and outdoor performance spaces and meeting and event spaces. All inventories are included as Appendix C.

4.1 Indoor Performance Facilities Inventories

Two inventories of indoor performance facilities were completed for this study. The first includes facilities with 350 seats or fewer within a 10-mile radius of Boys Ranch Park. To be included on the inventory, a facility must be used four or more times a year for a live, public performing arts event (a church that has a children's choir that sings every Sunday would not be included, for example). The second inventory is of true performing arts facilities within the Dallas-Fort Worth Metroplex.

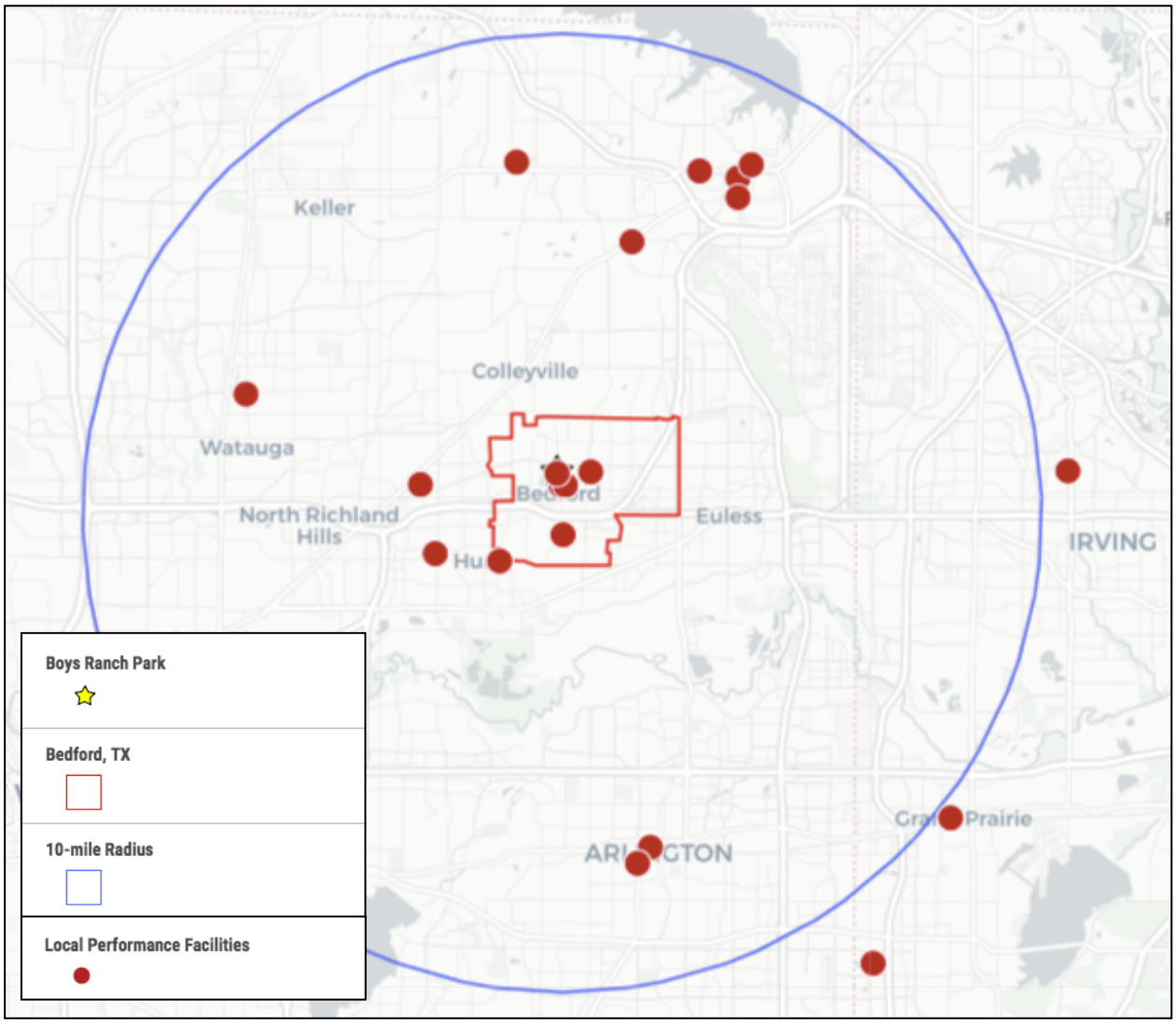
Both inventories detail the programs, features, and amenities of the various facilities. Additionally, an overall facility rating has been assigned based on the following eight variables:

1. Facility Condition
2. Staff and Support
3. Theatrical Functionality
4. Acoustics
5. Customer Amenities
6. User Amenities
7. Atmosphere + Character
8. Suitability for Users

Variables are rated on a weighted scale of 1 to 4, with 4 being the best possible score. The 'facility condition' and 'staff and support' categories carry the most weight. The exercise is somewhat subjective, but provides a good basis for comparing one facility to another.

4.1.1 Local Facilities Inventory

There are 22 facilities with capacities of 350 seats or fewer within 10 miles of the Bedford Boys Ranch Park. We selected this capacity range because it represents what we consider to be the upper seating limit for community-oriented performance facilities. In Bedford, these facilities range from churches and library program rooms to theaters at the University of Texas at Arlington and Grapevine's Palace Arts Center. All are shown in the map on the following page. Three venues that sit somewhat outside of the 10 miles radius—Irving Arts Center, The Epic, and Uptown Theatre—have been included because of their potential to compete with programs and offerings in Bedford. These facilities currently are rented by arts organizations based in the 10-mile radius, such as the Irving Community Theater, and therefore should be accounted for when considering the competitive landscape.



Most facilities have low quality ratings. In part, this is because most facilities are either intended for other uses (a church service, for example) or have been adapted from a former use to serve the arts. This is the case at Central Arts of Bedford, for instance, which was once a storefront. Thirteen of the inventoried facilities have capacities of 150 seats or fewer and four have capacities between 200 and 257 seats. Only two venues—Hurst Public Library's Large Program Room and Traditions Ballroom at Legends Hall at the Marq Southlake—can accommodate between 300 and 350 people. Neither of these spaces were built for performance, suggesting a gap in the market for such space.

The largest share of inventoried facilities present music. Four facilities present film and three present culturally specific programming and/or dance. Just one or two present theatre, family shows, comedy, and/or guest speakers. Half of the facilities inventoried are used for producing performing arts and six produce educational programming. Many facilities are available for rent, particularly to cultural organizations or for private events.

When it comes to features and amenities, most facilities have rehearsal or program space and many have flexible seating. Four have kitchen facilities onsite, three have sizeable wing-space, and just one facility, Irving Arts Center, has an orchestra pit or fly system. Dedicated parking and lighting, sound, and film/projection equipment are common amenities. Ticketing services, alcohol, and food service/concessions are least often found.

None of the facilities in the 10-mile radius have high availability and eight are not available for outside use. This suggests that renting space for performing arts events in the market on prime days of the week (Thursday, Friday, or Saturday) may be a challenge.

Before moving on, it is important in this research to call out two Bedford facilities: ONSTAGE in Bedford's Trinity Arts Theatre and the auditorium at the Old Bedford School.

Trinity Arts Theatre: Trinity Arts Theatre is a City-owned building located in a former cafeteria in Boys Ranch Park. Today, the facility is heavily used by ONSTAGE in Bedford, a nonprofit community theatre that leases the building from the City for a $10.00 per year. The facility includes a lobby, box office, proscenium stage, seating for 87, a light and sound booth, two dressing rooms, a green room, and some storage space. Having last been renovated in 1985, and with the growth of ONSTAGE in Bedford's audiences and programming, Trinity Arts Theatre needs some upgrades. According to ONSTAGE representatives, critical needs include expanded backstage storage; renovated backstage bathrooms with hot water, additional stalls, and showers; dressing rooms to accommodate eight to 10 people; expanded lobby bathrooms with hot water; a leak-free roof, new HVAC, and an electrical system update. The list of other, less pressing needs is long but includes items like an expanded lobby, audio and video monitors with live feed from the house, programmable digital signs, and a projection system.

Old Bedford School: The Old Bedford School has a long history in Bedford, having opened in 1915. Eventually, the building transitioned from a school to a garage, warehouse, and maintenance facility for the City. Following years of disrepair, the building caught fire in 1991. In 1993, an extensive restoration project began and, in 1996, it reopened for community events, rentals, and tours. Facilities include two galleries, a board room, a classroom, and a 149-seat auditorium. This last space, located on the second floor of the Old Bedford School, is a beautiful setting for performances, meetings and special events. There is limited theatrical functionality and technical capabilities, but the auditorium is an ideal room for intimate concerts or related activities. The other big problem with the space is that it is difficult access for furniture and equipment, an issue that was meant to be relieved by an addition onto the back of the school.

The other factor with the school has been its success as a meeting and event space. Despite limited and difficult to access food and beverage areas, individuals, groups, and businesses in Bedford all see the School as an excellent venue for an event.

Both of these facilities play an important role in Bedford as gathering spaces for the community. Neither, however, is currently able to fill a gap in the 10-mile radius for an intimate, high quality, and flexible space for performance, meetings, and events.

4.1.2 Regional Facilities Inventory

During the community stakeholder meetings and the community survey, the desire to explore if a larger, purpose-built performing arts center was stated. For that reason, the regional facilities inventory hones in on performing arts facilities in the Dallas-Fort Worth Metroplex with capacities over 1,000 seats that host a range of presenting, producing, and rental activities (i.e. university facilities exclusively serving the university programs such as the UNT Music School were not included in this inventory). There are 14 in total, including two facilities that are in development (one in McKinney and one in Frisco), facilities at the University of North Texas and TCU, The Bass Performance Hall, and the Winspear Opera House. The largest facility on the inventory is the Verizon Theater at Grand Prairie, which has a capacity of 6,350.

For the most part, these facilities have been purpose built, designed to accommodate full orchestras, dance, touring Broadway productions, and other entertainment. They have higher quality ratings and tend to have very little availability for outside users. Of the facilities inventoried, all have lighting, sound, and film/projection equipment. Most allow alcohol and/or have ticketing services. Other commonly found features include sufficiently sized wing-space, orchestra pits, fly systems, kitchen facilities, and rehearsal and program space.

Programming in these spaces is often more traditional and/or commercial. Myerson Symphony Center's season includes works by Haydn, for example, as well as an evening featuring Jennifer Hudson with the Dallas Symphony and three performances of Star Trek and Beyond, a medley of songs from Star Trek, 2001: A Space Odyssey, E.T. the Extraterrestrial, and Star Wars. Detail on other key facilities and projects follow, showing the breadth of the facilities operating in the market.

Bass Performance Hall: Bass Performance Hall opened in 1998 following a $60 million capital campaign. Built entirely from private funds, the 2,056-seat facility is home to four resident companies (Fort Worth Symphony Orchestra, Texas Ballet Theater, Fort Worth Opera Festival, and The Cliburn) and Performing Arts Fort Worth, the facility's manager and Broadway presenter. Along with the main, multi-purpose hall, these groups have access to the Maddox-Muse Center, an historic medical college that was converted into two recital halls and administrative space for Performing Arts Fort Worth.

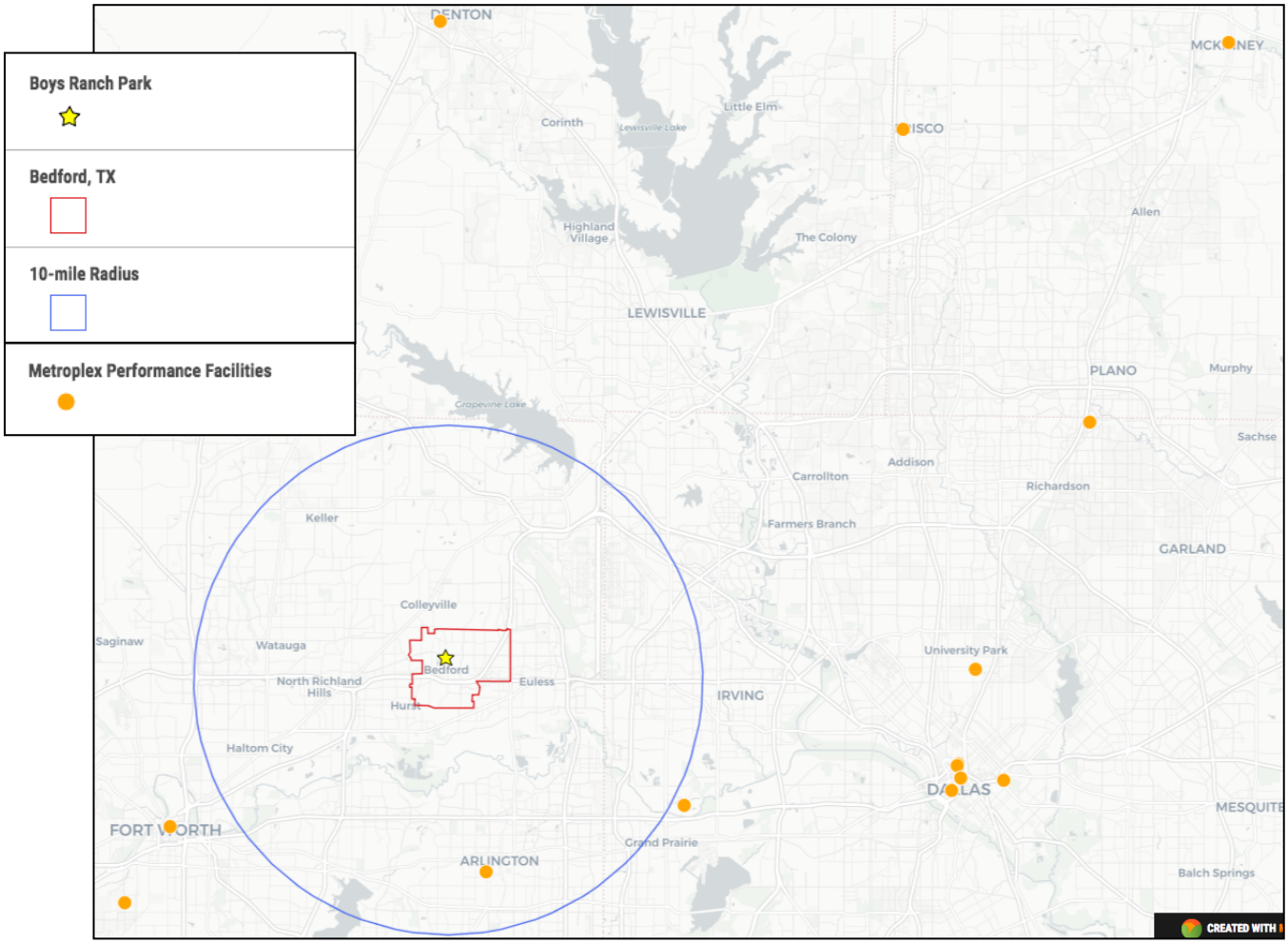
Annually, the Bass hosts more than 300 performances and serves 70,000 students through Performing Arts Fort Worth's Children's Education Program. Additionally, all facilities are used for corporate meetings, wedding receptions, parties, and other events.

Eisemann Center for the Performing Arts: The Eisemann Center for the Performing Arts is a publicly owned performance venue that opened in 2002. Located in Galatyn Park Urban Center alongside a Renaissance Hotel and the Galatyn Park Conference Center, the Eisemann serves as a regional hub for both the arts and meeting and events. Facilities include the 1,563-seat Margaret and Al Hill Performance Hall, the flexible Bank of America Theatre (capacity of 230 to 400 depending on its configuration), and Bank of America Hall, a multi-use event space. A gallery and café are also onsite.

Programming at the Eisemann includes touring Broadway productions, music and dance, a family series, comedy acts, and Keyboard Conversations with Jeffrey Siegel. In addition to these events, the facility is actively rented by arts and cultural organizations throughout the North Texas Region. Base rental rates are approved by the Richardson City Council and begin at $1,500 for Hill Performance Hall and $350 for Bank of America Theatre. Services and equipment are charged on an as-needed basis.

McKinney and Frisco Projects: As the North Texas Region has grown, so, too, has demand for performance space and touring entertainment. Less than 30 minutes apart, the cities of McKinney and Frisco are both planning to develop 1,500 to 2,000-seat performance spaces in the near future to be used for presented acts and local and regional rentals. A smaller scale project has also been discussed in Plano. While all of these projects still have a long way to go before they are realized, it is important to note the increasing competition in the market for presented touring entertainment.

All of the inventoried facilities are shown in the map on the next page. Most are located quite a distance from Bedford, in and to the north of Dallas. With the exception of Ed Landreth Auditorium at TCU (capacity: 1,200), the facilities nearest to Bedford have capacities greater than 2,000.



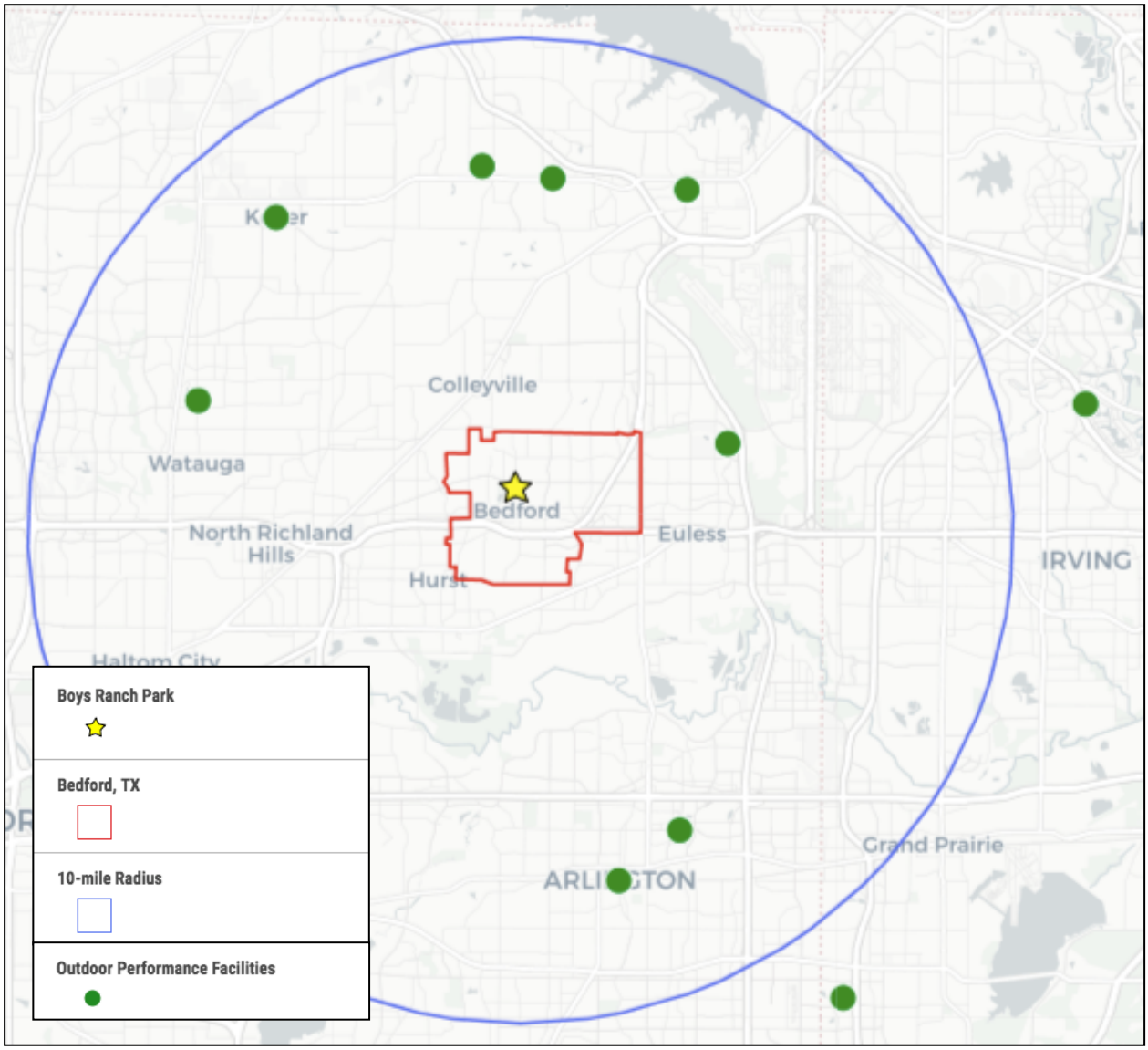
4.2 Outdoor Facilities Inventory

The Outdoor Performance Facilities Inventory includes 10 permanent, outdoor structures that are used for arts programming. Each facility has been rated according to eight variables:

1. Facility Condition
2. Staff and Support
3. Live Music Functionality
4. Acoustics
5. Customer Amenities
6. User Amenities
7. Atmosphere/Character
8. Suitability for Users

Again, variables are rated on a weighted scale of 1 to 4, with 4 being the best possible score. The 'facility condition' and 'staff and support' categories carry the most weight.

A map of all facilities is included below. Because of their scale and potential to compete with facilities in Bedford, LiveNation Pavilion at Toyota Music Factory and Epic Amphitheater have been included in the inventory despite being located somewhat beyond the 10-mile radius.



The inventoried facilities range in capacity from 100 to 10,000. They vary considerably in style and use. Many, like Leon Hogg Amphitheater, are basic park structures that might be used for a community summer music series or private gatherings. A few, like Arlington Backyard and Levitt Pavilion Arlington, are more purpose built. While these facilities might aim to serve a local audience, their quality and programming might be attractive to a regional audience as well.

Of the facilities inventoried, six are regular presenters of live entertainment. Mostly, this is live music, although two venues screen films. One facility is producing festivals and four are strictly for rentals.

Most facilities have very basic features and amenities. Three offer some covered seating and two have table or VIP seating. Few have fly space, wingspace, or technical equipment, although all have dedicated parking. Food and beverages are available at half of all facilities inventoried—primarily those that have more commercial programming.

Venues of note in the region include:

LiveNation Pavilion at Toyota Music Factory: LiveNation Pavilion is an indoor/outdoor venue exclusively booked by LiveNation. Located in a 17-acre, mixed-use entertainment and restaurant complex, the venue features 45,000-square-feet of event space. This includes a 4,000-capactiy flexible theater that can expand to accommodate up to 8,000 patrons by opening seven automated doors at the back of the venue onto an open lawn. Other facilities include east and west wings with 22,000-square-feet of flexible event space, a VIP lounge, and secondary event space in the Pavilion's backstage.

Programming includes commercial touring acts like Melissa Etheridge, Bill Maher, and Trevor Noah. Otherwise, the Pavilion is available to rent for corporate events, social gatherings, weddings, private concerts and dinners, and holiday parties.

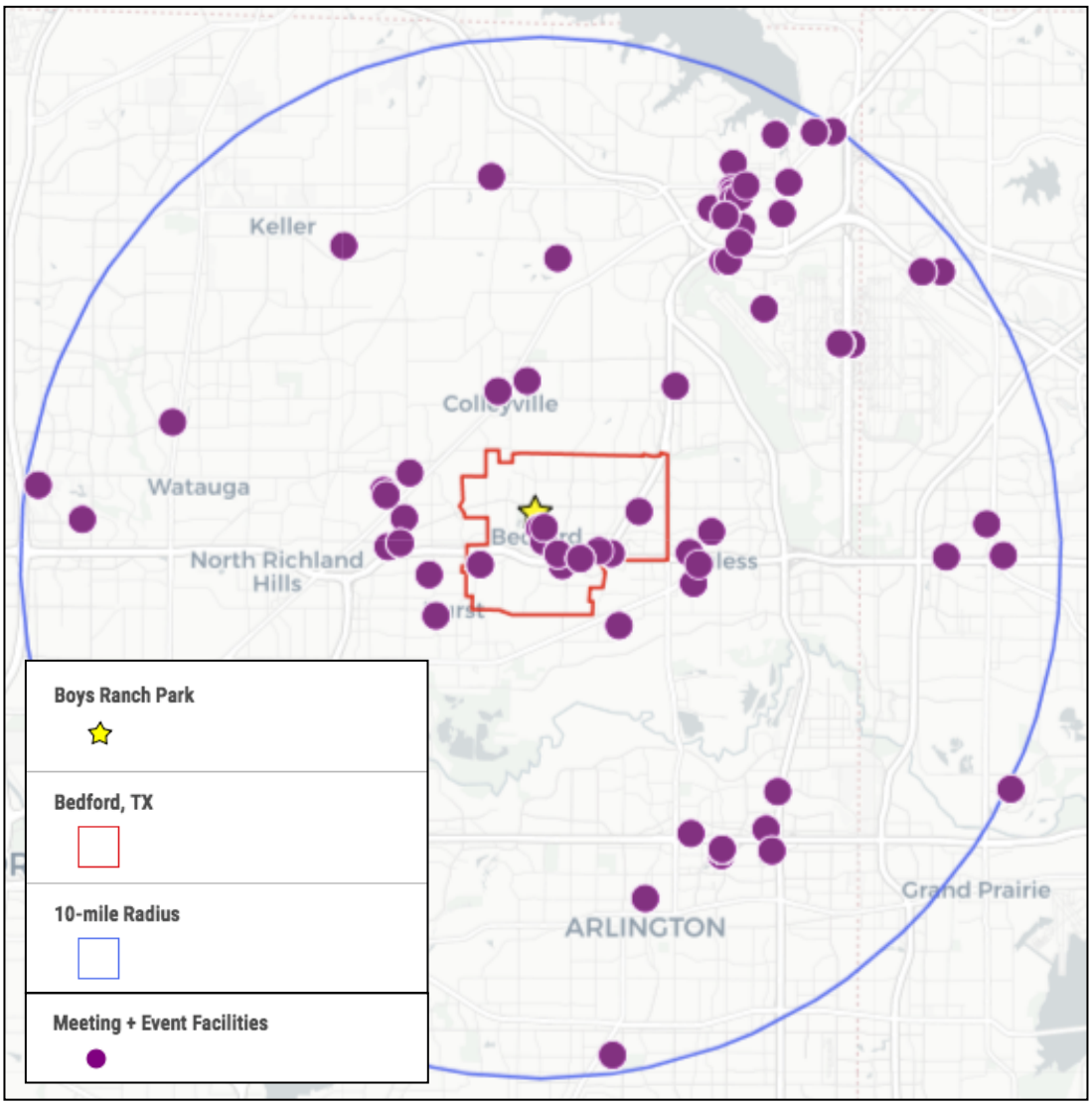
Arlington Backyard: Arlington Backyard is at the center of Texas Live!, Arlington's new, mixed-use, "community living room." Located next to Globe Life Park and AT&T Stadium, the 5,000-capacity venue can be used for live event screenings, concerts, community and family events, and fundraisers. It has full technical capabilities and amenities like a hotel, bars, restaurants, and plenty of parking.

Levitt Pavilion Arlington: The Levitt Pavilion Arlington is part of a growing roster of outdoor concerts and concert venues supported by the Levitt Foundation, a national network of nonprofit outdoor venues presenting free concert series. Levitt Pavilion Arlington opened in 2008 and operates from May through June and September through October each year. The Pavilion structure was built by the Levitt Foundation using public and private funds. It was then donated to the City of Arlington for Founders Plaza, a city park. Today, the Levitt series is organized by The Friends of the Levitt Pavilion Arlington, a nonprofit organization. Facility maintenance and community rentals are managed by the City of Arlington Parks and Recreation Department. All concerts are free and include everything from jazz and world music to home-grown artists. Last year, the venue drew 118,350 patrons.

4.3 Meeting + Event Facilities Inventory

With its close proximity to Dallas/Fort Worth International Airport, Bedford and its surroundings are home to hundreds of meeting and event facilities. The Meeting + Event Facilities Inventory includes 305 such spaces ranging from hotels with 10,000 capacity exhibit halls to wineries with tasting rooms for 50 and executive centers with meeting rooms for eight. The inventory does not include bars or restaurants, whose event use is often predicated on buying out the entire venue.

The map below highlights the location of each inventoried facility. It shows a concentration of facilities in Bedford and the communities immediately surrounding it, as well as to the northeast, where the airport is located.



Overall, the inventory suggests that meeting and event facilities in the Mid Cities are quite sophisticated, as indicated by the following:

- 93% of the facilities inventoried have Internet/Wi-fi.
- 92% have sound equipment and 91% have projection equipment.
- 90% allow alcohol.
- 87% have multiple event and meeting rooms.
- 78% have onsite catering.
- 75% have equipment available for rent.
- 70% have onsite accommodations.

This, along with the quantity of meeting and event facilities, suggests significant competition in the market for these types of spaces. There are, however, a few key ways for a facility to differentiate itself. Firstly, only 13% of the facilities inventoried are unique or historic in character. Then, only 11% of the facilities inventoried allow for outside caterers. This can be a strong selling point for a venue, particularly in communities with diverse populations, as they often prefer to work with

caterers from their own communities rather than with those required by a venue. Another way for a facility to differentiate itself is by having amenities like a stage, dance floor, and lighting equipment on hand.

Following are descriptions of four facilities that are indicative of meeting and event spaces in the area:

Grand Hall at NRH Centre: The Grand Hall at NRH Centre offers 8,500 square feet of flexible, state-of-the-art space. The facility is equally adept at hosting weddings and special events as it is meetings and conferences. Within the facility is the Grand Ballroom, a 5,700 square foot space that can accommodate 450 people theatre style or 325 banquet style. The Ballroom is a fully customizable space, allowing renters to alter lighting, audio, and visual settings and adjust the size of the dance floor and stage. Furthermore, the Ballroom can be partitioned off into three separate spaces, accommodating small groups or meetings.

In addition to the Ballroom, an outdoor plaza and indoor terrace offer different settings for renters. The terrace hosts groups of 75 or fewer around a built-in bar with seating overlooking the plaza. The outdoor plaza is often used for wedding ceremonies, corporate gatherings, or reunions.

Texas Star Golf Course + Conference Center: Overlooking the 18th hole, the conference and event facilities at the Texas Star Golf Course are sought after for weddings and business events. The Grand Suite, a 6,090 square foot space, can be divided into four separate rooms. Each room within the Grand Suite walks out onto an outdoor patio that overlooks the golf course. Additionally, an outdoor pavilion can accommodate 220 guests for a reception or banquet.

With a full array of amenities, including catering services, an event coordinator, a full technology package, and access to locations across the Golf Course for event photos, the facility offers a comprehensive experience for renters.

NOAH's Event Venue: Located in Fort Worth, NOAH's Event Venue offers a stylish, intimate venue with an open-vendor policy. This enables weddings, culturally specific events, and corporate events to bring in their preferred caterer and entertainment.

NOAH offers a flexible rental policy, allowing the renter to be as hands-on as they prefer. With DIY Packages, the renter manages all decorations, set-up, and execution of the event while all-inclusive packages shift the responsibility to NOAH staff. A wide assortment of decorations, lighting arrangements, and linens allows the facility to be transformed into a unique, distinct venue.

The Messina Hof Room at Messina Hof: Messina Hof is one of many wineries located across the Mid Cities area. Its urban location is situated on Grapevine's Main Street, offering an intimate wedding setting in a replica of the historic Wallis Hotel. With a capacity of 90, the venue caters to smaller gatherings such as weddings, family gatherings, and corporate holiday events.

4.4 Existing Facilities Conclusions

As it relates to existing facilities, we conclude the following:

* **Local Performance Facilities:** Bedford is home to two performing arts facilities, Trinity Arts Theatre and the Old Bedford School Auditorium. These facilities are important community gathering spaces, although there are some physical limitations that impact their use. Trinity Arts Theatre in particular needs a few critical repairs and updates. The local facilities inventory suggests a gap for high quality performance space in the lower capacity (up to 350 seats) range within 10 miles of the city.

* **Regional Performance Facilities:** The regional facilities inventory indicates that most facilities with capacities greater than 1,000 seats are located in and to the north of Dallas. With the exception of the Ed Landreth Auditorium at TCU, the facilities near Bedford have more than 2,000 seats. This suggests a gap for a 1,200 to 1,500-seat facility in Bedford. There is, however, increasing competition for touring, commercial entertainment indicating

that, if a mid-sized facility were to be built in Bedford, programming may need to be more locally and regionally focused.

* **Outdoor Performance Facilities:** There are a few major outdoor performance venues to the east of Bedford. The City of Bedford itself, however, does not have a permanent outdoor venues. This suggests an opportunity for a smaller-scale outdoor facility focused on supporting local events and, occasionally, larger, more regional events like a festival or the annual 4th of July celebration, similar to what is now done in the park.

* **Meeting + Events Facilities:** There are hundreds of meeting and event venues within a 10-mile radius of the City of Bedford. Generally, they are very high in quality and well-equipped. Few, however, are unique or historic in character and few allow outside caterers. This suggests an opportunity for a facility like the Old Bedford School, particularly if it can offer the same functionality and amenities as other, more corporate venues in the market.

5. User Demand

The other element of demand is what potential users want and need, today and looking out into the future. To understand this, we developed an additional survey and conducted interviews with key groups and promoters.

5.1 Survey of Local Users

The first survey conducted was an online survey of content-producing facility users. These are individuals and organizations like private instructors, Trinity Arts Guild, and The Regal Chorale that have need for program, rehearsal, exhibition, and/or performance space to create work or practice their creative discipline. Seventeen such entities received an email invitation to complete the survey and, in total, there were 12 responses. Of these responses, five came from members of the Trinity Arts Guild. Prior to distribution, both the list of individuals/organizations and the survey were reviewed by City of Bedford staff. Key findings follow:

* Half of all respondents are using spaces outside of Bedford to produce art and/or entertainment. These spaces are used for a variety of activities, including performing, exhibiting, rehearsing, teaching, and meetings, and are located across the Mid Cities in communities like Arlington, Grapevine, Keller, Southlake, Westlake, Watauga, and beyond.

* When asked to rate their satisfaction with Bedford's art and entertainment spaces based on a series of characteristics, respondents indicated that they are somewhat to highly satisfied with the location of facilities, their availability, facility oversight, the equipment/technology onsite, the amenities available to visitors (for example, there are enough public restrooms), and their physical accessibility. Respondents were somewhat less satisfied with the quality of facilities, their cost of access, their sense of safety, and the user amenities available (the quality of the staging and changing areas, for example).

* Nine survey respondents believe that new or improved facilities are needed in Bedford and one responded that maybe they were needed. Two respondents skipped the question. When asked to expand on their responses, survey takers commented on the age, location, and visibility of facilities.

* When asked what types of new or improved spaces would benefit survey respondents, their organizations, and/or their programs, artist studios, exhibition space, and wet teaching space were selected with the greatest frequency. When asked which features or amenities these spaces should have, climate control was the number one response. This was followed by a kitchen, flexible/moveable walls, temporary storage, security, natural light, and kilns.

* More than half of all survey respondents indicated that new or improved spaces would allow them to expand their existing programs, including diversifying the type of programs currently

on offer, adding youth programs, and increasing their ability to collaborate with other community organizations.

* As shown in the table below, when asked to estimate how many times a year new or improved art and entertainment spaces might be used, survey respondents indicated having the most demand for exhibition and classroom space.

Q12. How many days per year might you or your organization use new or improved art and entertainment spaces in Bedford?

	Perform	Exhibit	Rehearse	Classes	Creating	Events	Other
Arts Council Northeast	1	-	5	260	5	4	-
Mid-Cities Piano Teachers Assoc.	5	-	-	1	-	-	1
Robert Garden School of Art	-	-	-	24	-	-	-
The Regal Chorale	5	-	24	-	-	-	-
Trinity Arts Guild	-	365	-	312*	156**	4	-
Total Days per Year:	*11*	*365*	*29*	*597*	*161*	*8*	*1*

**Based on current schedule of 6 classes a week.*

***Based on current schedule of 3 days a week of open/creative time.*

* Survey respondents expressed interest in co-locating with other organizations in the community. It was noted, however, that private storage space would be desired and that classroom space could not be shared during class times.

In addition to answering our specific questions, respondents had the opportunity to offer additional thoughts and comments. Generally, there is broad support for new or improved facilities. But, there is also some concern that any change to the current situation will upset organizational sustainability (through increased rental rates, for example) and place constraints on access to space. The later is particularly important to community groups as they are often comprised of volunteers that are working around their day jobs to hang shows, build sets, rehearse, and so on.

5.2 Survey of Regional Promoters

Whereas the online survey assessed facility demand on the part of local content producers, the regional promoters survey assessed demand on the part of individuals who are presenting acts in Bedford and, in some cases, throughout the Dallas-Fort Worth Metroplex. This survey was conducted by phone to a list of promoters identified by the City of Bedford. In total, seven promoters were contacted to schedule an interview and four responded.

These conversations indicated the following:

* There is room in the market for community-based performance series and festivals like the Twilight Concert Series. There is considerable competition, however, for audiences for larger, more commercial touring acts. According to one survey respondent, promoters must consider everything else taking place in the Metroplex—sporting events, arts events, festivals, etc.—prior to booking a show.

- It is easier to attract audience members from other Mid Cities communities to an event than it is to attract audience members from Dallas or Fort Worth proper.

- Flexibility and access to major roadways are desired features for a facility. It is also believed that additional and higher quality hotels are needed to accommodate touring acts and visitors.

- Overall, there is support for a flexible and scalable space as it could be used to accommodate private events in addition to performances.

5.3 Stakeholder Interviews

Over the course of our assessment we had the opportunity to speak with several key local groups. Following are notes and observations from those conversations.

H-E-B ISD: Bedford citizens are fortunate to be a part of the well-regarded H-E-B Independent School District, which includes two high schools having fairly typical (but very busy) 1,100-seat auditoria. Although the district is not planning to build another high school in the foreseeable future, there is strong interest in gaining access to a slightly larger (say ± 1,500 seats) and somewhat better venue that can be used by the District's bands, choirs, orchestras, theatre, and dance groups.

From the District's perspective, the ideal solution would be for the City to build a new performing arts center that is centrally located in Bedford that they might then gain access to. There are no firm ideas yet as to how the District might financially participate in the construction and operation of a new PAC, and the level of demand on the part of individual schools has not yet been explored.

We see this as an exciting opportunity for the City of Bedford, but one that will require significant time and resources to bring the City and the District together to develop a plan for a building that is fundable from a capital perspective and sustainable from an operating perspective.

Central Arts of Bedford: Central Arts of Bedford is a venue, a provider of arts education programs, a promoter of live and film events, and a facility. We are impressed by their creativity and innovative programming, and see them as a critically important group to respond to the needs and interests of the younger residents of Bedford and the area. They are interested in programming and curating larger spaces than what they have now, flexibility being the key.

ONSTAGE in Bedford: ONSTAGE is Bedford's nonprofit community theatre. A community theatre is a form of theatre company—essentially a volunteer-driven organization that produces a season of dramas and musicals. The community theatre movement in America is not as strong as it was 50 years ago, but there are excellent companies around the country that are active, diverse, and delivering value to their community. In our experience, the successful organizations are ones that have done the following:

- Built a board that goes beyond the volunteer core to include local business leaders.
- Developed programs targeted to different age groups and segments of the community.

- Learned how to fundraise.
- Grown to the point of being able to hire and pay a small staff.

The other unique feature of community theatres is that they want and often need to dominate their spaces. It is essentially a clubhouse for the organization, active virtually every day with performances, rehearsals, classes, set-building, costume-making, etc. Thus, such groups do not fit well within multi-use arts centers. Therefore, the challenge for communities with such a group is sorting out how the group can deliver the most possible value to the community for a reasonable level for support.

Market House Theatre in Paducah KY is an example of a community theater that delivers significant value to the community. Executive Director Michael Cochrane puts it this way:

"Market House Theatre considers itself a community theatre because we are managed by a community board of directors; our performers are people who live, work, or go to school in our region; we buy the majority of our supplies to create shows from our local community businesses; we invest in local jobs and properties; and we contribute to the economic and cultural vitality of our community. Our Next Stage project ($4 Million in pledges and gifts raised to renovate and restore 10 buildings for expanded opportunities in the performing arts) is being looked at as a model for how community theatres can revitalize sections of a city by renovating condemned, empty, or underused buildings in downtown retail areas. MHT's educational programming in the schools is looked at as a model for using the arts as a teaching tool for student success. Most of all, we consider ourselves a community theatre because we believe that investing in the people, property, and prosperity of our community goes beyond creating great shows.

Webb Management Services believes that ONSTAGE in Bedford has the potential to deliver significant value to the community. But the group is constrained by current facilities, and there are ranges of improvements that could be made over time that will address fundamental safety issues and then respond to the need for better backstage areas and a better audience experience.

5.4 Conclusions

Based on the above, we can state the following about user demand for new or improved facilities in Bedford:

- The city's current facility users are generally happy with the spaces they have access to. Nevertheless, it is believed that new or improved facilities would allow users to expand and build on existing programs to reach additional and broader segments of the community. In particular, there is demand for new or improved classroom, exhibition, and artist studio space. Tempering this interest, however, is a concern that new facilities could lead to diminished affordability and limited facility access, both of which are important to Bedford's arts groups, which are predominately run by volunteers and operating on limited budgets. Further exploration is needed to understand how local Bedford arts groups will be able to access new or improved spaces, with possible options including: investments in organizational capacity, a competitive grant subsidy program and/or an arrangement with the City to provide additional community services in exchange for access to the spaces.

* Promotors also expressed interest in new facilities, but warned of increasing regional competition for larger acts. Ultimately, this group believes that there is capacity in the market for community arts series and some touring product and that flexible spaces that can also be used for meetings and events would have the most use and impact.

* H-E-B ISD, Central Arts of Bedford, and ONSTAGE have demand for new or improved performance space. The School District is not yet able to quantify this demand, but knows there is need for a larger venue for student productions, concerts, and events. Central Arts of Bedford is an entrepreneurial organization interested in larger and better spaces for the presentation of contemporary music, films, and other events. And ONSTAGE has a home with physical limitations that have impacted the organization's ability to program to the community and beyond.

6. Benefits + Impacts

Investing in arts and entertainment facilities can have significant impacts on, and bring positive benefits to, a community. Let's consider these first in terms of City planning efforts and then by relating what we heard and learned in the community.

The City's last Comprehensive Land Use Plan identified 22 goals. Here are five of those goals along with notes on how new or improved arts and entertainment facilities might be relevant to that particular objective:

Comprehensive Land Use Plan Goals:	Relevance of Arts + Entertainment Facilities:
Seek out and attract high quality, visually appealing retail businesses to provide a more robust economic life to residents of the City.	The presence of arts and entertainment facilities supports the recruitment of retail enterprises, particularly those in the food and beverage sector.
Provide additional facilities and programs to meet the needs of the City's population.	Bedford residents have expressed a desire for additional arts and entertainment facilities and programs.
Develop a park system which will improve the appearance of the city and enhance the quality of life	Here again the public has expressed a need for new and improved cultural facilities, which will be designed to optimize accessibility.
Maintain the high standard of quality and value existing in the residential areas of the City of Bedford.	The value of residential areas is enhanced by the nearby presence of arts and cultural facilities as an amenity and quality-of-life enhancement.
Focus on areas of Bedford that have possibilities for development themes which promote the heritage of the City of Bedford.	Old Bedford School can and should be showcased as an arts and entertainment facility that is also the single most important heritage facility in and for Bedford.

Over the course of our interview process, a number of comments were made regarding the potential impacts and benefits of new or improved arts and entertainment facilities in the community, including:

* **They would contribute to quality of life.** Bedford aspires to be a premier residential community. In order for this to be true, the City needs better facilities for arts and entertainment that are accessible to residents.

- **They would create sense of place**. Bedford has been described as a pass-through community. New arts and entertainment facilities could enhance sense of place, contributing to the community's overall identity.
- **They would keep money in the community.** Now, when a Bedford arts organization wants to have a performance, it often has to go outside of the community to find a space. That means that rental fees are being paid to vendors beyond the borders of the city. It also means that potential audiences are leaving the city to partake in arts, culture, and entertainment.

Based on these points, we believe that the improvement and/or addition of arts and entertainment facilities could advance the community in these directions.

7. Conclusions + Recommendations

Our research and analysis leads us to a series of recommendations, which we will outline and rationalize in terms of the questions we have attempted to answer.

7.1 What are the facilities needed to respond to current demand?

Based on levels of educational attainment, age, and household income, Bedford residents and those within a 15-minute drive from the city have some propensity to attend and participate in traditional and non-traditional arts programs. State tourism data suggests that the same is true for Texas visitors.

Local organizations like ONSTAGE in Bedford, Central Arts of Bedford, and Trinity Arts Guild provide the community with passive and participatory arts and cultural programs. But their facilities limit their ability to grow and reach new audiences. In short, the community lacks the types of spaces that we would characterize as basic cultural infrastructure, including improved, small-scale performance space, performing arts rehearsal and program space, and gallery and visual arts program space.

This suggests an opportunity for additional community arts spaces, described as follows:

7.1.1 *The first challenge is how to accommodate ONSTAGE in Bedford.* The organization has a one-year lease for $10/year renewed annually' on its space in the park. There are limitations to that space and significant deferred maintenance, but the space suits the group because there are no limitations on how they use it and its use comes at virtually no cost.

The nature of community theatre groups is that they generally seek that sort of arrangement, as opposed to being one user of a community performance space, which necessarily charges rent based on days of use. That rent is typically much less than a market rate, but it would still be much more than the rent currently being paid.

It is for these reasons that we would not recommend moving ONSTAGE into a multi-user arts center. At the same time, we recognize that the current building may be too expensive to rehabilitate, in which case the City and ONSTAGE should work together to find a new location, ideally an existing building that could be adapted for this use.

Furthermore, we would encourage the community and the Board of ONSTAGE to find ways to motivate the community theatre group to raise capital for the project, either to bring the current building back up to a reasonable standard of quality and care, or to adapt another building for theatre production. In an effort to follow through on goals outlined in Chapter 6, the City stands to benefit from an ONSTAGE capital campaign that improves the organization's capacity to fund building improvements

and ongoing maintenance. For example, the City could propose a matching grant based on the idea that every dollar raised by the group for facility improvements would be matched by the City, up to a specified limit. This support from the City should also be contingent upon the group being able to express and advance the value they offer to the City of Bedford. This value comes in the form of arts and entertainment offerings and enhanced quality of life for residents.

Here is an example of a public/private partnership on a community theatre venue.

Fauquier Community Theatre + Fauquier County Parks and Recreation Department | Fauquier County, VA

In its past life, Fauquier County's Theater on the Green was a movie theater for the Vint Hill Army Base. When the base was decommissioned in 1997, Fauquier County took ownership, placing it under the care of the County's Parks and Recreation Department.

Fauquier Community Theatre (FCT) is an all-volunteer, nonprofit theater organization that was established in 1978. For years, the organization had operated out of an attic. With the closing of the Army base, the group moved into its movie theater, making space for a stage, an adequate backstage area, and other amenities. Today, FCT is the primary user of the 200-seat theater, producing five to six shows in it each season.

In 2015, Theater on the Green underwent $61,000 in interior renovations, including new seat cushions and covers, interior paint, flooring, and carpeting. To fund the project, Parks and Recreation contributed $23,000. FCT collected the remaining $38,000 through donations and fundraisers.

7.1.2 *Without ONSTAGE in the mix for a new community performance space, the demand for space changes, oriented towards groups like the Mid-Cities Piano Teachers Association and The Regal Chorale, organizations that have less frequent need for space*. In our minds, there is not enough demand for a purpose-built performance space. However, we see an opportunity to accommodate that demand by investing in Old Bedford School to become a better facility for arts and entertainment programming, as well being a high-quality meeting and event space and the place to celebrate the heritage of Bedford.

Because of its low seating capacity, small stage, and the difficulties of loading sets in and out of the upper-floor location, Old Bedford School is not ideal for theatrical

performances. Therefore, given limited capital resources, we would recommend programming that existing space with small music performances and special events. Then, we would recommend replacing the addition on the back of the building with a multi-purpose room for performances, rehearsals, meetings, and events with the following characteristics:

* A flexible seating system that can accommodate 200 to 300 people theater-style but also convert to cabaret seating, classroom seating, banquet seating, or a flat floor. Based on the Local Performance Facility inventory, this a gap in high quality performance space from 200 to 350 seats within 10-miles of Bedford. This high-quality flexible space can satisfy this need.

* An overhead grid that allows for the safe and easy arrangement of a good package of lighting, sound, and rigging in various configurations.

* Some flexible backstage space that can serve as dressing rooms, production support, or event management.

* Adjacent public space and food service space—both for concessions and to support catering.

The idea of this investment is to improve Old Bedford School as a venue that celebrates the heritage of the community, hosts and presents a wider range of live entertainment, and competes successfully for meetings and events on the basis of its historical significance, its functional spaces, and the amenities it offers to renters. We would also note the value of fixing and adding spaces that work for this combination of performances, meetings, and events. The physical needs of these uses and users are very similar, the combination of the two types of activities should make the building quite busy, and the economic contribution of the meeting and event component will help to sustain the overall expanded facility.

Here are a couple of examples of important community buildings that have been transformed into spaces for the arts, entertainment, meetings, and events:

Center for the Arts of Greater Manassas/Prince William County at the Candy Factory | Manassas, VA

The Hopkins Candy Factory opened in Manassas in 1908. After changing hands multiple times, the building was sold to the Merchant family in 1980 for use as a tire warehouse. Nearly 20 years later, in 1998, the Merchants donated the building to the City of Manassas with the intent that it house

the Center for the Arts of Greater Manassas Prince William County, a local, nonprofit-provider of arts programming

In 2001, the Manassas Museum System (a department of the City of Manassas) led a facility restoration project. When it was completed in 2002, the Candy Factory was leased to the Center for the Arts. Today, facilities include a reception area that also serves as a gallery on the first floor, classrooms and administrative offices on the second floor, and a 175-seat, semi-flexible theater on the third floor. All spaces are used for arts programming. In addition, the gallery and theater space are also used for civic and government activities, weddings, corporate meetings, receptions, lectures, recitals, and other events. Support facilities include a service kitchen and a basement, which is used as theater production space and prop and costume storage.

As the Candy Factory's operator, Center for the Arts provides programs for adults and children of all ages in theater and the visual arts both onsite and in the community. In 2017, the organization's operating budget was $610,940.

McKinney Performing Arts Center at the Historic Collin County Courthouse | McKinney, TX

Collin County's first courthouse was built in 1876. It was operational for 103 years until it was vacated for something newer in 1979. After a long planning process and careful consideration, the City of McKinney and the McKinney Community Development Corporation approved plans to refashion the Courthouse as a community cultural center in 2003. Following a rehabilitation project that was funded by the City of McKinney, McKinney Community Development Corporation, and Collin County, the Collin County Courthouse reopened as the McKinney Performing Arts Center in 2006.

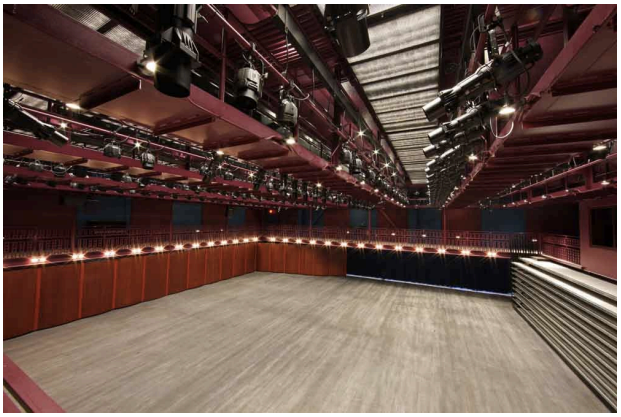
Facilities include a gallery, a conference room, two halls that serve as classrooms and meeting rooms, and a 427-seat theater complete with Wurlitzer organ. Programming at the Center includes a presented series of touring entertainment, arts education programs for kids and teens, and productions by four resident organizations:

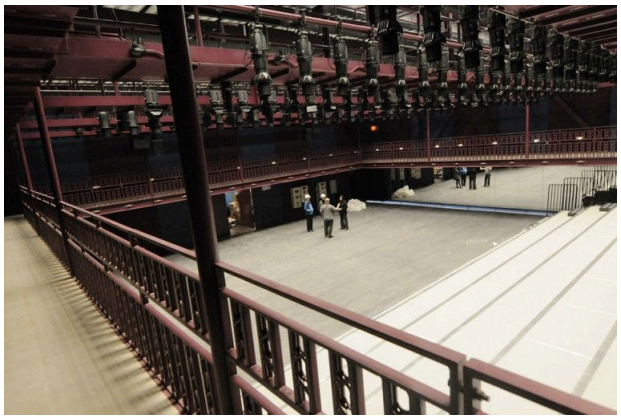
McKinney Repertory Theatre, Young Actors Guild, McKinney Community Band, and the Theatre Organ Society. Other events include community-wide happenings like juried art shows and bridal exhibitions.

Since its opening, the Center has become the hub of cultural activity in McKinney and a major anchor of the downtown. It is owned and operated by the City of McKinney.

Key to this concept is the multi-purpose space for performances and events. Here are two good examples of the type of space we are describing.

The Gregory Family Theater at Hylton Performing Arts Center | Manassas, VA





The Hylton Performing Arts Center developed out of a partnership between Prince William County, the City of Manassas, George Mason University, and the Commonwealth of Virginia. Opened in 2010, the 85,000 square foot facility features the 1,123-seat Merchant Hall, an art gallery, a grand foyer, and a number of support spaces. An additional space, the Gregory Family Theater, supports smaller touring acts and community performances.

A highly flexible venue, the Gregory can accommodate performances in a variety of configurations, standing events, and banquets. Capacities range from 240 seats for a proscenium setup to 450 for a standing reception. Programming includes dance and theater; Galileo's Science Café, an interactive science discussion presented by George Mason University; lectures and conversations hosted by the Lifelong Learning Institute; small music acts; and beyond. The Gregory can also be used for weddings and other private events.

Facility features include retractable bleachers, a catwalk, loading dock access, two small dressing rooms that each accommodate six people, a large dressing room for up to 25, a wardrobe and laundry area, lighting and sound equipment, house pianos, and tables and chairs for seated events.

The James Devin Moncus Theater at Acadiana Center for the Arts | Lafayette, LA

The Acadiana Center for the Arts was first established as an arts council in 1975. Today, it is one of the largest arts organizations in Louisiana. The physical Acadiana Center for the Arts was built in two phases, with phase one opening in 2004 and phase two opening in 2011. It features an atrium and café, a board room, exhibition space, artist studios, a gift shop, and the James Devin Moncus Theater. A reconfigurable space, the Moncus Theater can transform from 6,000 square feet of open space to a proscenium, thrust, black box, or in-the-round theater. It can accommodate 300 people seated or 500 for a reception. Cutting-edge acoustics, a fly system, lighting and sound equipment, and projection capabilities make the theater ideal for music of all genres, dance, theatre, family programs, and private meetings and events.

7.1.3 *The next consideration is how to accommodate the visual arts in Bedford*. The Arts Council Northeast Building is leased from the City by Arts Council Northeast for a one-year lease for $10/year renewed annually each year. In recent years, however, the Arts Council has trimmed back on programming and used the building less and less. Trinity Arts Guild on the other hand, which has a sub-lease with Arts Council Northeast, continues to use the building quite actively. As such, our recommendation is that the Trinity Arts Guild's activities be removed from the Arts Council Northeast Building and moved into the City of Bedford's planned multi-generational community center. That space is currently set to have a multi-purpose arts space. In this scenario, the facilities on hand would need to be expanded to include wet and dry classrooms, exhibition space, storage, and so on. In total, we would estimate needing somewhere between 5,000 and 7,500 square feet to accommodate all such spaces.

The other option would be to renovate and reinvigorate the Arts Council Northeast Building. But, we're not certain that the building is worth renovating, and it makes more sense to us to integrate all community-oriented visual arts exhibit, teaching, and creation spaces into the new multi-generational community center, where related Senior Center arts facilities are already headed.

(A note on digital media: More and more frequently in our work we are seeing, and recommending, the inclusion of digital media and/or makerspaces in visual and community arts centers. The community survey does suggest some demand for such space. While it might not make sense at this point in time, it should be on the table as something to be added to Bedford's set of cultural facilities down the road).

Art Association of Jackson Hole | Jackson, WY

The Art Association of Jackson Hole has been supporting Northwest Wyoming's visual arts community for more than 50 years. The organization is based in a 10,000 square foot facility that has five studios, an art supply store, and a gallery. Studio spaces include the Borshell Children's Studio; a ceramics studio; a drawing, painting, and printmaking studio; a multi-purpose studio equipped with garage doors to move large pieces in and out; a digital lab and darkroom; and a silversmithing studio.

The Art Association's programming includes classes, outreach, and community-wide events like Art Fair Jackson Hole and the Holiday Bazaar. Classes are offered from the beginner to master level and are available for children as young as three through to adults. Options are available for drop-in or multi-week classes with prices varying based on whether or not a participant is an Art Association member.

Along with programs onsite, outreach programming is provided to 34 different service organizations in the Jackson Hole area, as well as to local schools. This includes The Studio Project, a free, multi-week arts experience for middle and high school students offered in partnership with the National Museum of Wildlife Art. Through the program, participants study masterworks and create original artworks in a variety of mediums.

Nearly every facility at the Art Association is available for rent. Opportunities are also available for private and group lessons, birthday parties, and self-designed class experiences. According to the organization's 2016 tax forms, the Art Alliance has an annual operating budget of $863,000. There are 43 individuals on staff and eight board members. Volunteers total 223.

7.1.4 *The final consideration is outdoor facilities*. Currently, Bedford's outdoor arts activities take place in temporary spaces utilizing a portable stage. The flexibility of this arrangement works well, as it allows the City to scale for Twilight Concert events, which attract 300 to 500 people, and 4thFest, which attracts 7,000 to 10,000, to name

a few. We would recommend that the City continue in this vein but with some improvements. Specifically, multiple areas throughout the park should be outfitted with infrastructure for power, plumbing, and reinforced pads for food kiosks, food truck access and other temporary structures, making it as flexible as possible to accommodate a wide range of events. It will also be important to have restroom facilities distributed throughout the park so as to support events in multiple locations. Following is an example of one such park:

Addison Circle Park | Addison, TX

Addison Circle Park was completed in 2003 to address a need for outdoor space that could serve as a downtown civic center and accommodate Town of Addison festivals. In planning for the park, Town administrators posed a challenging design problem: To create an inspiring and beautiful 10-acre park ideal for the community's everyday use, that then transforms into a civic gathering space for festivals of over 100,000 people.

Design firm Sasaki Associates worked with the community to establish a detailed program for the outdoor space and plan for future mixed-use development. Sasaki aimed to create a series of visual and tactile experiences, such as the sound of trickling water while sitting under a shady grove, children splashing in fountains, walking the dog or jogging along the paths through trees, and participating in Town festivals.

To achieve their objective, designers focused on shaping spaces and the land to create good sightlines for outdoor performances, to organize ticket-holders, and to allow for the placement of tents for events, food, and beverage vendors. They worked to create an infrastructure, including electrical and water supply, to support major concerts for 12,000 people, Shakespeare in the Park, and other 500-1,000 person concerts and events.

The result includes more than 372,000 square feet of open lawn, plaza, and garden space that provides a variety of venues for performances, special events, and festivals, as well as the daily recreational needs of local residents. Features include three distinct performance venues, parking for more than 2,100 cars, ticket booths and public restrooms, a covered pavilion with seating capacity for 200 guests, a concession kitchen, fields for active recreation, walking trails, and water and electrical hookups located throughout.

In addition to serving as a civic gathering place for Addison's residents, these features allow the Park to host an array of events each year including a series of

performances by Shakespeare Festival of Dallas; Taste Addison, a weekend of food and music featuring Addison's best restaurants; ARTFEST; Cinema in the Circle, a weekly summer series of outdoor movies on a big screen; and Addison Oktoberfest, an authentic re-creation of the Münich Oktoberfest with food and music. Other events include 4th of July celebrations, a three-day annual book sale, fundraising walks and runs for local and national charities, and children's events and festivals.

As the centerpiece for Addison's continuing urban development, Addison Circle Park is a landmark in the region, attracting almost one million people each year to support the town's economy. The total project cost was $7.5 million.

7.2 What are the additional arts and entertainment investments that advance the goals and objectives of the community?

We would recommend that the City of Bedford establish a public art program. A strong public art program can create a sense of place and identity in a community, helping to build on and propel broader goals and objectives. Public art can also serve as an economic and tourism development tool, attracting artists and visitors from outside of a community. In developing a public art program, we would suggest that the City think beyond the bounds of traditional public art programs, which typically focus on sculpture, to include murals, digital media, and live arts.

Establishing a successful and enduring public art program is an ambitious undertaking and requires a long-term commitment to creating a policy that identifies stable funding sources; has detailed guidelines that describe all aspects of artist and project selection, installation, and maintenance; and provides a vision for the role that public art should play throughout the city. The initial steps of creating a public art program include the creation of a public art task force or committee, which should be made up of knowledgeable people that have some understanding of contemporary public art, urban planning, real estate development, and/or construction. Considering the Cultural Commission in Bedford already serves as an advisory body to City Council, a public art subcommittee would be a natural extension of the work the of the Commission. Once formed, the task force should focus on making sure that all members are familiarized with today's public art programs. Time should be taken early on to educate and ensure that all members are up to speed on the subject and understand the process of developing a public art program.

Once the task force is confident in its understanding of public art programs, it should undertake the process of building community appreciation, understanding, and support for public art in the city. An effective way of doing this is through town hall and/or community meetings that include a PowerPoint presentation that showcases exciting public art installations across the country and around the world, highlighting the impacts of effective public art programs. The presentation should be shown as much as possible at locations and events around the city and be followed by questions and discussion.

In the meantime, the task force should work to develop a public art policy for the City of Bedford. Generally, the policy would be a document that the City formally approves. It should identify how public art will be funded and have a broad description of the major aspects of public art that affect the city, including the approval process needed for public art installations on public property. Once a

policy is approved, guidelines that cover the public art program in much greater detail should be created. These guidelines should be easily changeable and describe all aspects of installing public art in the city.

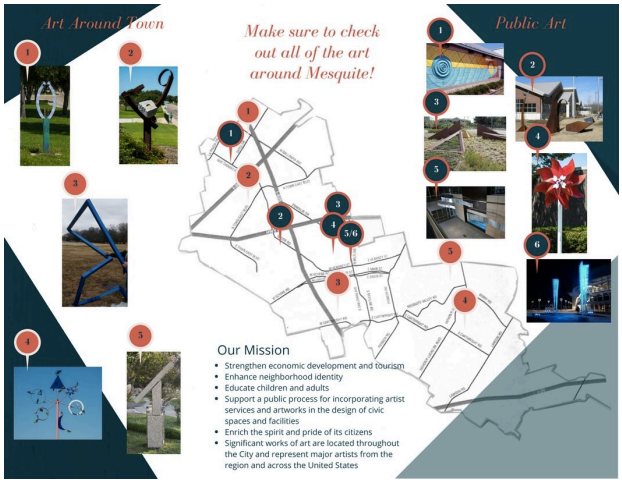
When a policy and guidelines are completed, efforts should focus on the creation of a vision and master plan for public art. This plan should outline the goals for public art, prioritize funding and locations for installations, and suggest important thematic ideas for major public art pieces in the city. The planning process should look at current needs as well as opportunities that might be part of future real estate development—both public and private. Usually, master plans are undertaken with the help of public art consultants and are often part of a city's planning documents. The plan should be updated every three or so years.

Georgetown, TX

The City of Georgetown Arts and Culture Board borrows, purchases, or commissions murals, sculptures, paintings, and even utility box wraps. As a bedroom community of Austin, these works of art are part of a strategy to attract residents and visitors into the City's Cultural District. In addition to the District, public artworks are located at the public library and at the Georgetown Recreation Center.

Each year, the Board selects over 10 new public art pieces through a competitive process. These pieces are then curated across the City and a variety of marketing materials are developed around them. One way in which the public art is marketed is through a Sculpture Tour. On the City's website, an interactive page guides the viewer to all 10 pieces while providing a brief description of each. Additionally, a video curates the tour, giving viewers a sneak peek into the installation of the artworks each year and giving them an opportunity to see the artist behind each piece.

Mesquite, TX



The City of Mesquite's public art program is managed by the Mesquite Arts Council, which also provides administrative support and policy making towards the operation of the Mesquite Arts Center.

The Council oversees a Public Art Committee, an ad hoc group of members appointed from the community. The Committee is charged with overseeing a public art master plan for the City. The mission of the plan is grounded in five key tenants:

1) Strengthen economic development and tourism;
2) Enhance neighborhood identity;
3) Educate children and adults;
4) Support a public process for incorporating artist services and artworks in the design of civic spaces and facilities; and,
5) Enrich the spirit and pride of its citizens

The Committee realizes this mission through a temporary and permanent public art collection. Presently there are six permanent pieces scattered across the City. The temporary public art collection, Art Around Town, most recently had five pieces. Throughout the year, the Committee oversees the quality of the public art projects and makes public art recommendations for the Arts Council to choose from.

7.3 What are the additional facilities that respond to a regional gap or opportunity?

Finally, we would recommend that the City consider the possibility of developing a new 1,200 to 1,500-seat multi-purpose auditorium in partnership with the School District, with a location to be selected by the City but hopefully in proximity to the schools. The case for such a facility is based on:

- Demand for new and improved facilities on the part of the School District.
- The absence of a venue that size in the area around Bedford.
- The opportunity to develop a regional presenting series.

We would suggest that the facility have the following components and characteristics:

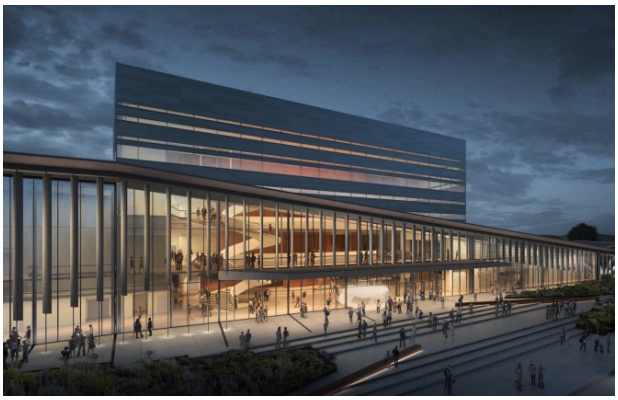
- A large stage and a full fly-tower.
- An orchestra pit.
- Backstage accommodations that can support touring arts and entertainment.
- A large public area.
- Strong food and beverage capabilities for concessions and catering.
- A gallery to showcase the work of the School District and the community.

The question of capacity is important. We believe that a range of 1,200 to 1,500 seats is appropriate, mostly because that is what works for schools. We are staying well below the capacity of regional halls in Fort Worth, Dallas, and Grande Prairie because a new hall in Bedford would not be able to attract Broadway and other large touring acts.

In 2016, Dallas Summer Musicals signed a 10-year contract with Broadway Across America, the leading presenter of nationally touring Broadway shows. This essentially blocked the AT&T Center's ability to program popular touring product, resulting in a loss of subscribers and forcing the organization to terminate its relationship with its own presenter. On top of that, facilities like the Choctaw Casino Resort and WinStar World Casino to the north of Dallas have instated 100-mile, non-compete clauses, preventing touring musicians and comedians like Leon Bridges and Jerry Seinfeld from playing anywhere within 100-miles of the venues within 90 days of their shows. In short, this would make drawing nationally touring acts to a new facility Bedford very difficult, if not impossible.

In any case, these sorts of school/community partnerships are becoming more popular. We have recently worked in Plano and Frisco where similar projects are now being developed or at least considered. In both of those cases, the auditorium would be located at the school site. But, in Lubbock, TX, where we have previously worked, our studies led to the development of a downtown performing arts center in partnership with the Lubbock ISD. Below is description of that project.

Buddy Holly Hall of Performing Arts and Sciences | Lubbock, TX



The Buddy Holly Hall of Performing Arts and Sciences is privately funded, owned, and operated by The Lubbock Entertainment and Performing Arts Association (LEPAA). Innovative partnerships with local arts organizations, public schools and universities, and private corporations will allow The Buddy Holly Hall to be financially self-sustaining upon opening in 2020. The multi-purpose nature of the venue will allow for a wide range of activity, from opera, Broadway shows, and symphonic music, to rock concerts, conferences, and social events. In addition to local performing arts groups and touring shows, the facility will house Ballet Lubbock with its own rehearsal and performance space and provide access to the Lubbock Independent School District as a learning center.

The 265,000 square foot facility will include a 2,200-seat main theater, an additional 400-seat theater, a 5,000 square foot multi-purpose room, and a 22,000-square-foot dance center. In order to bring the Lubbock ISD and various cultural arts users together under one roof, a flexible concept had to be designed. To achieve this versatility, the floor of the main auditorium can have raked seating or be flat for a standing audience, either below or in line with the stage. The hall will have top-tier natural acoustics for a large symphony orchestra as well as cutting-edge amplified sound for touring bands and shows. Ample public space in the

lobby, including a bistro café, aims to make Buddy Holly Hall a community living room active throughout the day.

Designed by internationally-renowned Diamond Schmitt Architects, the center is being built in a fashion that will allow it to adapt as the nature and notion of performance changes. This type of planning and design is accounting for technological advancements in virtual reality elements and staging that will enable to Hall to evolve with future trends.

Through a competitive building process, SMG was selected by the LEPAA to operate the venue. As the operator, SMG will be responsible for scheduling and booking all performances, programming special events, and managing all aspects of Buddy Holly Hall's day-to-day operations.

Our recommendation is that this project be considered as a long-term opportunity. These are very expensive facilities to build and sustain, and while we are excited about the prospect of a partnership with the ISD, there is much work to be done to flesh this out. The School District has only considered the opportunity in broad terms to this point. There is not yet a clear sense of how much and by whom these facilities might be used, nor any suggestion of how the project might be funded in terms of capital requirements and ongoing funding

Thinking of next steps, we would encourage the City to set up a task force with the H-E-B ISD to explore the potential project and partnership. Initial steps might include tours and discussions in other communities that have completed similar projects, surveys of individual school needs, and the search for appropriate funding mechanisms.

appendix a: study participants

Appendix A – Study Participants

City of Bedford
Wendy Hartnett

Arts Council Northeast
Bobbie McFarland, Arts Council Northeast

Central Arts Bedford
Josh Santillan
Sergio Santos

Cultural Commission
Joseph Cartwright
Thomas Jacobsen
Tracy Madewell
Doug White

Onstage in Bedford
Roger Gallenstein
Mike Hathaway
Michael Winters

Trinity Arts Guild
Carol Callery
Patricia Cross
Kimmie Hamm
Nancy Hester
Kate Hopkins
Patty Jasper
Pamela Oldham
Bille Yahne

DJ Badon, UT-Arlington Theaters, Arlington
George Campbell, Old Bedford School Preservation Society
Daniel Cauthen, The Uptown Theater, Grand Prairie
Mark Chandler, H-E-B ISD
Steve Chapman, H-E-B ISD
Pam Cochrane, The Regal Chorale
Julia Galvan, New Beginning Church,
Susan Garden, Robert Garden School of Art
Carrie Glindeman, Bedford Public Library
Karen Jeter, Mid-Cities Piano Teachers Association
Megan Matthews, Palace Arts Center, Grapevine
Thomas Menezes, The Epic, Grand Prairie
Ann Parks, Jazzercise Bedford Boys Ranch

Jennifer Pinney, St. Vincent's Cathedral
Ulana Ratley, Old Bedford School Preservation Society
Maria Redburn, Bedford Public Library
LyAnne Tyson, Stars Theatre
Amy Vozar, Old Bedford School Preservation Society

appendix b: market data

Community Profile

Bedford City, TX
Bedford City, TX (4807132)
Geography: Place

Prepared by PROS Consulting

	Bedford city,...
Population Summary	
2000 Total Population	47,182
2010 Total Population	46,979
2018 Total Population	49,771
2018 Group Quarters	475
2023 Total Population	51,588
2018-2023 Annual Rate	0.72%
2018 Total Daytime Population	46,509
Workers	24,245
Residents	22,264
Household Summary	
2000 Households	20,265
2000 Average Household Size	2.30
2010 Households	21,016
2010 Average Household Size	2.22
2018 Households	22,031
2018 Average Household Size	2.24
2023 Households	22,767
2023 Average Household Size	2.25
2018-2023 Annual Rate	0.66%
2010 Families	12,342
2010 Average Family Size	2.87
2018 Families	12,748
2018 Average Family Size	2.93
2023 Families	13,096
2023 Average Family Size	2.96
2018-2023 Annual Rate	0.54%
Housing Unit Summary	
2000 Housing Units	21,135
Owner Occupied Housing Units	52.9%
Renter Occupied Housing Units	43.0%
Vacant Housing Units	4.1%
2010 Housing Units	22,301
Owner Occupied Housing Units	52.8%
Renter Occupied Housing Units	41.4%
Vacant Housing Units	5.8%
2018 Housing Units	22,738
Owner Occupied Housing Units	51.5%
Renter Occupied Housing Units	45.3%
Vacant Housing Units	3.1%
2023 Housing Units	23,356
Owner Occupied Housing Units	53.3%
Renter Occupied Housing Units	44.2%
Vacant Housing Units	2.5%
Median Household Income	
2018	$64,799
2023	$70,721
Median Home Value	
2018	$190,631
2023	$213,000
Per Capita Income	
2018	$37,997
2023	$41,684
Median Age	
2010	40.3
2018	42.0
2023	42.7

Data Note: Household population includes persons not residing in group quarters. Average Household Size is the household population divided by total households. Persons in families include the householder and persons related to the householder by birth, marriage, or adoption. Per Capita Income represents the income received by all persons aged 15 years and over divided by the total population.

Source: U.S. Census Bureau, Census 2010 Summary File 1. Esri forecasts for 2018 and 2023 Esri converted Census 2000 data into 2010 geography.

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Community Profile

Bedford City, TX
Bedford City, TX (4807132)
Geography: Place

Prepared by PROS Consulting

	Bedford city,...
2018 Households by Income	
Household Income Base	22,030
<$15,000	5.6%
$15,000 - $24,999	7.4%
$25,000 - $34,999	10.2%
$35,000 - $49,999	13.6%
$50,000 - $74,999	19.4%
$75,000 - $99,999	14.7%
$100,000 - $149,999	17.0%
$150,000 - $199,999	6.6%
$200,000+	5.4%
Average Household Income	$85,197
2023 Households by Income	
Household Income Base	22,767
<$15,000	4.5%
$15,000 - $24,999	6.3%
$25,000 - $34,999	9.2%
$35,000 - $49,999	13.1%
$50,000 - $74,999	19.3%
$75,000 - $99,999	15.3%
$100,000 - $149,999	19.0%
$150,000 - $199,999	7.0%
$200,000+	6.2%
Average Household Income	$93,854
2018 Owner Occupied Housing Units by Value	
Total	11,717
<$50,000	1.3%
$50,000 - $99,999	4.9%
$100,000 - $149,999	23.1%
$150,000 - $199,999	25.5%
$200,000 - $249,999	17.6%
$250,000 - $299,999	15.8%
$300,000 - $399,999	7.2%
$400,000 - $499,999	2.6%
$500,000 - $749,999	1.2%
$750,000 - $999,999	0.2%
$1,000,000 - $1,499,999	0.3%
$1,500,000 - $1,999,999	0.0%
$2,000,000 +	0.2%
Average Home Value	$216,318
2023 Owner Occupied Housing Units by Value	
Total	12,444
<$50,000	0.9%
$50,000 - $99,999	3.6%
$100,000 - $149,999	17.8%
$150,000 - $199,999	22.7%
$200,000 - $249,999	19.1%
$250,000 - $299,999	18.0%
$300,000 - $399,999	9.8%
$400,000 - $499,999	4.7%
$500,000 - $749,999	2.1%
$750,000 - $999,999	0.3%
$1,000,000 - $1,499,999	0.6%
$1,500,000 - $1,999,999	0.0%
$2,000,000 +	0.4%
Average Home Value	$245,150

Data Note: Income represents the preceding year, expressed in current dollars. Household income includes wage and salary earnings, interest dividends, net rents, pensions, SSI and welfare payments, child support, and alimony.

Source: U.S. Census Bureau, Census 2010 Summary File 1. Esri forecasts for 2018 and 2023 Esri converted Census 2000 data into 2010 geography.

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Community Profile

Bedford City, TX
Bedford City, TX (4807132)
Geography: Place

Prepared by PROS Consulting

	Bedford city,...
2010 Population by Age	
Total	46,979
0 - 4	5.3%
5 - 9	5.4%
10 - 14	5.6%
15 - 24	12.2%
25 - 34	14.8%
35 - 44	13.2%
45 - 54	15.7%
55 - 64	14.0%
65 - 74	7.7%
75 - 84	4.1%
85 +	2.0%
18 +	80.2%
2018 Population by Age	
Total	49,768
0 - 4	4.8%
5 - 9	5.0%
10 - 14	5.2%
15 - 24	11.1%
25 - 34	14.4%
35 - 44	13.1%
45 - 54	13.3%
55 - 64	14.5%
65 - 74	11.2%
75 - 84	5.1%
85 +	2.3%
18 +	82.0%
2023 Population by Age	
Total	51,586
0 - 4	4.9%
5 - 9	4.7%
10 - 14	5.0%
15 - 24	11.0%
25 - 34	13.9%
35 - 44	13.7%
45 - 54	12.2%
55 - 64	13.5%
65 - 74	12.2%
75 - 84	6.5%
85 +	2.5%
18 +	82.5%
2010 Population by Sex	
Males	22,312
Females	24,667
2018 Population by Sex	
Males	23,700
Females	26,068
2023 Population by Sex	
Males	24,583
Females	27,003

Source: U.S. Census Bureau, Census 2010 Summary File 1. Esri forecasts for 2018 and 2023 Esri converted Census 2000 data into 2010 geography.

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Community Profile

Bedford City, TX
Bedford City, TX (4807132)
Geography: Place

Prepared by PROS Consulting

	Bedford city,...
2010 Population by Race/Ethnicity	
Total	46,979
White Alone	81.1%
Black Alone	7.0%
American Indian Alone	0.6%
Asian Alone	4.4%
Pacific Islander Alone	0.4%
Some Other Race Alone	3.8%
Two or More Races	2.8%
Hispanic Origin	12.5%
Diversity Index	48.1
2018 Population by Race/Ethnicity	
Total	49,771
White Alone	76.6%
Black Alone	8.7%
American Indian Alone	0.5%
Asian Alone	5.6%
Pacific Islander Alone	0.4%
Some Other Race Alone	4.7%
Two or More Races	3.5%
Hispanic Origin	15.3%
Diversity Index	55.8
2023 Population by Race/Ethnicity	
Total	51,588
White Alone	73.5%
Black Alone	9.9%
American Indian Alone	0.5%
Asian Alone	6.4%
Pacific Islander Alone	0.4%
Some Other Race Alone	5.3%
Two or More Races	3.9%
Hispanic Origin	17.5%
Diversity Index	60.6
2010 Population by Relationship and Household Type	
Total	46,979
In Households	99.3%
In Family Households	77.1%
Householder	26.3%
Spouse	19.7%
Child	26.3%
Other relative	3.1%
Nonrelative	1.7%
In Nonfamily Households	22.2%
In Group Quarters	0.7%
Institutionalized Population	0.7%
Noninstitutionalized Population	0.0%

Data Note: Persons of Hispanic Origin may be of any race. The Diversity Index measures the probability that two people from the same area will be from different race/ethnic groups.
Source: U.S. Census Bureau, Census 2010 Summary File 1. Esri forecasts for 2018 and 2023 Esri converted Census 2000 data into 2010 geography.

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Community Profile

Bedford City, TX
Bedford City, TX (4807132)
Geography: Place

Prepared by PROS Consulting

	Bedford city,...
2018 Population 25+ by Educational Attainment	
Total	36,797
Less than 9th Grade	2.2%
9th - 12th Grade, No Diploma	3.5%
High School Graduate	16.8%
GED/Alternative Credential	3.2%
Some College, No Degree	27.6%
Associate Degree	10.1%
Bachelor's Degree	25.3%
Graduate/Professional Degree	11.3%
2018 Population 15+ by Marital Status	
Total	42,327
Never Married	30.0%
Married	49.5%
Widowed	6.1%
Divorced	14.4%
2018 Civilian Population 16+ in Labor Force	
Civilian Employed	96.5%
Civilian Unemployed (Unemployment Rate)	3.5%
2018 Employed Population 16+ by Industry	
Total	28,021
Agriculture/Mining	0.5%
Construction	4.1%
Manufacturing	6.8%
Wholesale Trade	3.5%
Retail Trade	10.9%
Transportation/Utilities	10.4%
Information	2.1%
Finance/Insurance/Real Estate	11.3%
Services	47.6%
Public Administration	2.9%
2018 Employed Population 16+ by Occupation	
Total	28,021
White Collar	69.8%
Management/Business/Financial	17.5%
Professional	22.8%
Sales	11.8%
Administrative Support	17.6%
Services	15.5%
Blue Collar	14.8%
Farming/Forestry/Fishing	0.1%
Construction/Extraction	2.5%
Installation/Maintenance/Repair	3.1%
Production	2.8%
Transportation/Material Moving	6.3%
2010 Population By Urban/ Rural Status	
Total Population	46,979
Population Inside Urbanized Area	100.0%
Population Inside Urbanized Cluster	0.0%
Rural Population	0.0%

Source: U.S. Census Bureau, Census 2010 Summary File 1. Esri forecasts for 2018 and 2023 Esri converted Census 2000 data into 2010 geography.

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Community Profile

Bedford City, TX
Bedford City, TX (4807132)
Geography: Place

Prepared by PROS Consulting

	Bedford city,...
2010 Households by Type	
Total	21,016
Households with 1 Person	34.0%
Households with 2+ People	66.0%
Family Households	58.7%
Husband-wife Families	44.0%
With Related Children	16.8%
Other Family (No Spouse Present)	14.7%
Other Family with Male Householder	3.9%
With Related Children	2.2%
Other Family with Female Householder	10.8%
With Related Children	7.0%
Nonfamily Households	7.3%
All Households with Children	26.3%
Multigenerational Households	2.9%
Unmarried Partner Households	6.2%
Male-female	5.3%
Same-sex	0.9%
2010 Households by Size	
Total	21,016
1 Person Household	34.0%
2 Person Household	35.0%
3 Person Household	15.0%
4 Person Household	10.2%
5 Person Household	3.8%
6 Person Household	1.2%
7 + Person Household	0.7%
2010 Households by Tenure and Mortgage Status	
Total	21,016
Owner Occupied	56.1%
Owned with a Mortgage/Loan	42.1%
Owned Free and Clear	14.0%
Renter Occupied	43.9%
2010 Housing Units By Urban/ Rural Status	
Total Housing Units	22,301
Housing Units Inside Urbanized Area	100.0%
Housing Units Inside Urbanized Cluster	0.0%
Rural Housing Units	0.0%

Data Note: Households with children include any households with people under age 18, related or not. Multigenerational households are families with 3 or more parent-child relationships. Unmarried partner households are usually classified as nonfamily households unless there is another member of the household related to the householder. Multigenerational and unmarried partner households are reported only to the tract level. Esri estimated block group data, which is used to estimate polygons or non-standard geography.

Source: U.S. Census Bureau, Census 2010 Summary File 1. Esri forecasts for 2018 and 2023 Esri converted Census 2000 data into 2010 geography.

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Community Profile

Bedford City, TX
Bedford City, TX (4807132)
Geography: Place

Prepared by PROS Consulting

		Bedford city,...
Top 3 Tapestry Segments		
	1.	Bright Young Professionals
	2.	Home Improvement (4B)
	3.	Young and Restless (11B)
2018 Consumer Spending		
Apparel & Services: Total $		$49,380,080
Average Spent		$2,241.39
Spending Potential Index		103
Education: Total $		$33,008,235
Average Spent		$1,498.26
Spending Potential Index		104
Entertainment/Recreation: Total $		$71,728,302
Average Spent		$3,255.79
Spending Potential Index		101
Food at Home: Total $		$113,053,779
Average Spent		$5,131.58
Spending Potential Index		102
Food Away from Home: Total $		$80,610,490
Average Spent		$3,658.96
Spending Potential Index		104
Health Care: Total $		$125,850,737
Average Spent		$5,712.44
Spending Potential Index		100
HH Furnishings & Equipment: Total $		$47,224,143
Average Spent		$2,143.53
Spending Potential Index		103
Personal Care Products & Services: Total $		$18,949,507
Average Spent		$860.13
Spending Potential Index		104
Shelter: Total $		$383,513,268
Average Spent		$17,407.89
Spending Potential Index		104
Support Payments/Cash Contributions/Gifts in Kind: Total $		$54,591,401
Average Spent		$2,477.94
Spending Potential Index		100
Travel: Total $		$48,116,128
Average Spent		$2,184.02
Spending Potential Index		101
Vehicle Maintenance & Repairs: Total $		$24,242,132
Average Spent		$1,100.36
Spending Potential Index		102

Data Note: Consumer spending shows the amount spent on a variety of goods and services by households that reside in the area. Expenditures are shown by broad budget categories that are not mutually exclusive. Consumer spending does not equal business revenue. Total and Average Amount Spent Per Household represent annual figures. The Spending Potential Index represents the amount spent in the area relative to a national average of 100.

Source: Consumer Spending data are derived from the 2015 and 2016 Consumer Expenditure Surveys, Bureau of Labor Statistics. Esri.
Source: U.S. Census Bureau, Census 2010 Summary File 1. Esri forecasts for 2018 and 2023 Esri converted Census 2000 data into 2010 geography.

February 06, 2019

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Community Profile

City of Bedford, Texas
Drive Time: 15 minute radii

Prepared by PROS Consulting
Latitude: 32.84639
Longitude: -97.13502

	15 minutes
Population Summary	
2000 Total Population	284,968
2010 Total Population	306,772
2018 Total Population	340,027
2018 Group Quarters	1,445
2023 Total Population	360,583
2018-2023 Annual Rate	1.18%
2018 Total Daytime Population	411,371
Workers	255,819
Residents	155,552
Household Summary	
2000 Households	118,041
2000 Average Household Size	2.40
2010 Households	127,211
2010 Average Household Size	2.40
2018 Households	138,940
2018 Average Household Size	2.44
2023 Households	146,666
2023 Average Household Size	2.45
2018-2023 Annual Rate	1.09%
2010 Families	79,392
2010 Average Family Size	3.03
2018 Families	85,819
2018 Average Family Size	3.11
2023 Families	90,264
2023 Average Family Size	3.14
2018-2023 Annual Rate	1.02%
Housing Unit Summary	
2000 Housing Units	123,627
Owner Occupied Housing Units	48.1%
Renter Occupied Housing Units	47.3%
Vacant Housing Units	4.5%
2010 Housing Units	138,142
Owner Occupied Housing Units	47.3%
Renter Occupied Housing Units	44.8%
Vacant Housing Units	7.9%
2018 Housing Units	146,999
Owner Occupied Housing Units	46.1%
Renter Occupied Housing Units	48.4%
Vacant Housing Units	5.5%
2023 Housing Units	153,988
Owner Occupied Housing Units	47.4%
Renter Occupied Housing Units	47.8%
Vacant Housing Units	4.8%
Median Household Income	
2018	$60,443
2023	$66,467
Median Home Value	
2018	$197,436
2023	$224,273
Per Capita Income	
2018	$35,881
2023	$39,555
Median Age	
2010	35.9
2018	37.3
2023	37.7

Data Note: Household population includes persons not residing in group quarters. Average Household Size is the household population divided by total households. Persons in families include the householder and persons related to the householder by birth, marriage, or adoption. Per Capita Income represents the income received by all persons aged 15 years and over divided by the total population.

Source: U.S. Census Bureau, Census 2010 Summary File 1. Esri forecasts for 2018 and 2023 Esri converted Census 2000 data into 2010 geography.

February 06, 2019

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Community Profile

City of Bedford, Texas
Drive Time: 15 minute radii

Prepared by PROS Consulting
Latitude: 32.84639
Longitude: -97.13502

	15 minutes
2018 Households by Income	
Household Income Base	138,937
<$15,000	6.9%
$15,000 - $24,999	8.3%
$25,000 - $34,999	9.9%
$35,000 - $49,999	15.0%
$50,000 - $74,999	19.1%
$75,000 - $99,999	12.5%
$100,000 - $149,999	14.9%
$150,000 - $199,999	6.2%
$200,000+	7.1%
Average Household Income	$87,364
2023 Households by Income	
Household Income Base	146,663
<$15,000	5.6%
$15,000 - $24,999	6.9%
$25,000 - $34,999	8.8%
$35,000 - $49,999	14.4%
$50,000 - $74,999	19.4%
$75,000 - $99,999	13.3%
$100,000 - $149,999	16.9%
$150,000 - $199,999	6.7%
$200,000+	8.0%
Average Household Income	$96,820
2018 Owner Occupied Housing Units by Value	
Total	67,682
<$50,000	2.3%
$50,000 - $99,999	9.6%
$100,000 - $149,999	18.1%
$150,000 - $199,999	21.1%
$200,000 - $249,999	14.2%
$250,000 - $299,999	10.5%
$300,000 - $399,999	10.5%
$400,000 - $499,999	6.6%
$500,000 - $749,999	4.4%
$750,000 - $999,999	1.4%
$1,000,000 - $1,499,999	0.8%
$1,500,000 - $1,999,999	0.3%
$2,000,000 +	0.1%
Average Home Value	$253,580
2023 Owner Occupied Housing Units by Value	
Total	72,944
<$50,000	1.7%
$50,000 - $99,999	7.4%
$100,000 - $149,999	14.5%
$150,000 - $199,999	19.2%
$200,000 - $249,999	15.1%
$250,000 - $299,999	11.8%
$300,000 - $399,999	12.8%
$400,000 - $499,999	8.8%
$500,000 - $749,999	4.7%
$750,000 - $999,999	2.6%
$1,000,000 - $1,499,999	1.0%
$1,500,000 - $1,999,999	0.4%
$2,000,000 +	0.2%
Average Home Value	$283,644

Data Note: Income represents the preceding year, expressed in current dollars. Household income includes wage and salary earnings, interest dividends, net rents, pensions, SSI and welfare payments, child support, and alimony.

Source: U.S. Census Bureau, Census 2010 Summary File 1. Esri forecasts for 2018 and 2023 Esri converted Census 2000 data into 2010 geography.

February 06, 2019

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Community Profile

City of Bedford, Texas
Drive Time: 15 minute radii

Prepared by PROS Consulting
Latitude: 32.84639
Longitude: -97.13502

	15 minutes
2010 Population by Age	
Total	306,771
0 - 4	6.8%
5 - 9	6.6%
10 - 14	6.4%
15 - 24	13.4%
25 - 34	15.5%
35 - 44	14.3%
45 - 54	15.6%
55 - 64	11.3%
65 - 74	5.8%
75 - 84	3.1%
85 +	1.2%
18 +	76.2%
2018 Population by Age	
Total	340,028
0 - 4	6.2%
5 - 9	6.1%
10 - 14	6.2%
15 - 24	12.9%
25 - 34	15.5%
35 - 44	13.3%
45 - 54	13.5%
55 - 64	12.8%
65 - 74	8.4%
75 - 84	3.7%
85 +	1.5%
18 +	78.0%
2023 Population by Age	
Total	360,585
0 - 4	6.2%
5 - 9	5.9%
10 - 14	5.9%
15 - 24	12.7%
25 - 34	15.5%
35 - 44	13.4%
45 - 54	12.2%
55 - 64	12.4%
65 - 74	9.6%
75 - 84	4.6%
85 +	1.5%
18 +	78.5%
2010 Population by Sex	
Males	150,301
Females	156,471
2018 Population by Sex	
Males	166,759
Females	173,268
2023 Population by Sex	
Males	176,620
Females	183,963

Source: U.S. Census Bureau, Census 2010 Summary File 1. Esri forecasts for 2018 and 2023 Esri converted Census 2000 data into 2010 geography.

February 06, 2019

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Community Profile

City of Bedford, Texas
Drive Time: 15 minute radii

Prepared by PROS Consulting
Latitude: 32.84639
Longitude: -97.13502

	15 minutes
2010 Population by Race/Ethnicity	
Total	306,772
White Alone	72.1%
Black Alone	10.3%
American Indian Alone	0.6%
Asian Alone	6.1%
Pacific Islander Alone	0.6%
Some Other Race Alone	7.2%
Two or More Races	3.1%
Hispanic Origin	19.4%
Diversity Index	63.3
2018 Population by Race/Ethnicity	
Total	340,027
White Alone	67.2%
Black Alone	12.0%
American Indian Alone	0.6%
Asian Alone	7.6%
Pacific Islander Alone	0.7%
Some Other Race Alone	8.3%
Two or More Races	3.7%
Hispanic Origin	22.2%
Diversity Index	69.1
2023 Population by Race/Ethnicity	
Total	360,581
White Alone	64.2%
Black Alone	12.9%
American Indian Alone	0.6%
Asian Alone	8.6%
Pacific Islander Alone	0.7%
Some Other Race Alone	8.9%
Two or More Races	4.1%
Hispanic Origin	24.4%
Diversity Index	72.4
2010 Population by Relationship and Household Type	
Total	306,772
In Households	99.6%
In Family Households	80.6%
Householder	25.9%
Spouse	18.7%
Child	29.8%
Other relative	4.1%
Nonrelative	2.1%
In Nonfamily Households	19.0%
In Group Quarters	0.4%
Institutionalized Population	0.4%
Noninstitutionalized Population	0.0%

Data Note: Persons of Hispanic Origin may be of any race. The Diversity Index measures the probability that two people from the same area will be from different race/ethnic groups.
Source: U.S. Census Bureau, Census 2010 Summary File 1. Esri forecasts for 2018 and 2023 Esri converted Census 2000 data into 2010 geography.

February 06, 2019

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Community Profile

City of Bedford, Texas
Drive Time: 15 minute radii

Prepared by PROS Consulting
Latitude: 32.84639
Longitude: -97.13502

	15 minutes
2018 Population 25+ by Educational Attainment	
Total	233,420
Less than 9th Grade	4.0%
9th - 12th Grade, No Diploma	5.4%
High School Graduate	17.6%
GED/Alternative Credential	3.3%
Some College, No Degree	25.2%
Associate Degree	8.5%
Bachelor's Degree	24.6%
Graduate/Professional Degree	11.4%
2018 Population 15+ by Marital Status	
Total	277,280
Never Married	32.3%
Married	50.1%
Widowed	4.9%
Divorced	12.7%
2018 Civilian Population 16+ in Labor Force	
Civilian Employed	96.2%
Civilian Unemployed (Unemployment Rate)	3.8%
2018 Employed Population 16+ by Industry	
Total	187,875
Agriculture/Mining	0.5%
Construction	5.9%
Manufacturing	7.8%
Wholesale Trade	3.5%
Retail Trade	11.5%
Transportation/Utilities	10.2%
Information	2.2%
Finance/Insurance/Real Estate	9.7%
Services	45.9%
Public Administration	2.7%
2018 Employed Population 16+ by Occupation	
Total	187,874
White Collar	66.0%
Management/Business/Financial	17.3%
Professional	20.2%
Sales	12.1%
Administrative Support	16.4%
Services	16.0%
Blue Collar	18.1%
Farming/Forestry/Fishing	0.1%
Construction/Extraction	3.7%
Installation/Maintenance/Repair	3.4%
Production	4.1%
Transportation/Material Moving	6.8%
2010 Population By Urban/ Rural Status	
Total Population	306,772
Population Inside Urbanized Area	100.0%
Population Inside Urbanized Cluster	0.0%
Rural Population	0.0%

Source: U.S. Census Bureau, Census 2010 Summary File 1. Esri forecasts for 2018 and 2023 Esri converted Census 2000 data into 2010 geography.

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	15 minutes
2010 Households by Type	
Total	127,211
Households with 1 Person	30.7%
Households with 2+ People	69.3%
Family Households	62.4%
Husband-wife Families	45.1%
With Related Children	20.6%
Other Family (No Spouse Present)	17.3%
Other Family with Male Householder	4.9%
With Related Children	2.8%
Other Family with Female Householder	12.4%
With Related Children	8.5%
Nonfamily Households	6.9%
All Households with Children	32.4%
Multigenerational Households	3.5%
Unmarried Partner Households	6.4%
Male-female	5.6%
Same-sex	0.8%
2010 Households by Size	
Total	127,211
1 Person Household	30.7%
2 Person Household	32.5%
3 Person Household	16.2%
4 Person Household	12.3%
5 Person Household	5.3%
6 Person Household	1.9%
7 + Person Household	1.1%
2010 Households by Tenure and Mortgage Status	
Total	127,211
Owner Occupied	51.4%
Owned with a Mortgage/Loan	38.5%
Owned Free and Clear	12.9%
Renter Occupied	48.6%
2010 Housing Units By Urban/ Rural Status	
Total Housing Units	138,142
Housing Units Inside Urbanized Area	100.0%
Housing Units Inside Urbanized Cluster	0.0%
Rural Housing Units	0.0%

Data Note: Households with children include any households with people under age 18, related or not. Multigenerational households are families with 3 or more parent-child relationships. Unmarried partner households are usually classified as nonfamily households unless there is another member of the household related to the householder. Multigenerational and unmarried partner households are reported only to the tract level. Esri estimated block group data, which is used to estimate polygons or non-standard geography.

Source: U.S. Census Bureau, Census 2010 Summary File 1. Esri forecasts for 2018 and 2023 Esri converted Census 2000 data into 2010 geography.

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		15 minutes
Top 3 Tapestry Segments		
	1.	Young and Restless (11B)
	2.	Bright Young Professionals
	3.	Savvy Suburbanites (1D)
2018 Consumer Spending		
Apparel & Services: Total $		$326,166,346
Average Spent		$2,347.53
Spending Potential Index		108
Education: Total $		$215,969,683
Average Spent		$1,554.41
Spending Potential Index		107
Entertainment/Recreation: Total $		$462,707,986
Average Spent		$3,330.27
Spending Potential Index		103
Food at Home: Total $		$742,787,008
Average Spent		$5,346.10
Spending Potential Index		107
Food Away from Home: Total $		$531,161,786
Average Spent		$3,822.96
Spending Potential Index		109
Health Care: Total $		$795,631,886
Average Spent		$5,726.44
Spending Potential Index		100
HH Furnishings & Equipment: Total $		$305,549,418
Average Spent		$2,199.15
Spending Potential Index		105
Personal Care Products & Services: Total $		$123,028,802
Average Spent		$885.48
Spending Potential Index		107
Shelter: Total $		$2,505,943,590
Average Spent		$18,036.16
Spending Potential Index		107
Support Payments/Cash Contributions/Gifts in Kind: Total $		$344,555,706
Average Spent		$2,479.89
Spending Potential Index		100
Travel: Total $		$305,956,227
Average Spent		$2,202.07
Spending Potential Index		102
Vehicle Maintenance & Repairs: Total $		$157,528,305
Average Spent		$1,133.79
Spending Potential Index		105

Data Note: Consumer spending shows the amount spent on a variety of goods and services by households that reside in the area. Expenditures are shown by broad budget categories that are not mutually exclusive. Consumer spending does not equal business revenue. Total and Average Amount Spent Per Household represent annual figures. The Spending Potential Index represents the amount spent in the area relative to a national average of 100.

Source: Consumer Spending data are derived from the 2015 and 2016 Consumer Expenditure Surveys, Bureau of Labor Statistics. Esri.
Source: U.S. Census Bureau, Census 2010 Summary File 1. Esri forecasts for 2018 and 2023 Esri converted Census 2000 data into 2010 geography.

February 06, 2019

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Sports and Leisure Market Potential

Bedford City, TX
Bedford City, TX (4807132)
Geography: Place

Prepared by PROS Consulting

Demographic Summary		2018	2023
Population		49,771	51,588
Population 18+		40,815	42,540
Households		22,031	22,767
Median Household Income		$64,799	$70,721
Product/Consumer Behavior	**Expected Number of**	**Percent**	**MPI**
Participated in aerobics in last 12 months	3,564	8.7%	111
Participated in archery in last 12 months	1,164	2.9%	106
Participated in backpacking in last 12 months	1,390	3.4%	95
Participated in baseball in last 12 months	1,721	4.2%	102
Participated in basketball in last 12 months	3,496	8.6%	104
Participated in bicycling (mountain) in last 12 months	1,656	4.1%	100
Participated in bicycling (road) in last 12 months	4,380	10.7%	106
Participated in boating (power) in last 12 months	2,078	5.1%	100
Participated in bowling in last 12 months	4,385	10.7%	111
Participated in canoeing/kayaking in last 12 months	2,635	6.5%	98
Participated in fishing (fresh water) in last 12 months	4,538	11.1%	97
Participated in fishing (salt water) in last 12 months	1,682	4.1%	108
Participated in football in last 12 months	1,685	4.1%	94
Participated in Frisbee in last 12 months	1,888	4.6%	111
Participated in golf in last 12 months	3,949	9.7%	112
Participated in hiking in last 12 months	5,128	12.6%	104
Participated in horseback riding in last 12 months	781	1.9%	85
Participated in hunting with rifle in last 12 months	1,310	3.2%	76
Participated in hunting with shotgun in last 12 months	1,227	3.0%	89
Participated in ice skating in last 12 months	1,180	2.9%	97
Participated in jogging/running in last 12 months	5,829	14.3%	110
Participated in motorcycling in last 12 months	1,277	3.1%	98
Participated in Pilates in last 12 months	1,244	3.0%	109
Participated in ping pong in last 12 mos	1,739	4.3%	113
Participated in rock climbing in last 12 mos	719	1.8%	103
Participated in skiing (downhill) in last 12 months	1,346	3.3%	110
Participated in soccer in last 12 months	1,462	3.6%	87
Participated in softball in last 12 months	1,154	2.8%	103
Participated in swimming in last 12 months	7,328	18.0%	111
Participated in target shooting in last 12 months	1,938	4.7%	109
Participated in tennis in last 12 months	1,399	3.4%	98
Participated in volleyball in last 12 months	1,052	2.6%	78
Participated in walking for exercise in last 12 months	11,001	27.0%	111
Participated in weight lifting in last 12 months	4,829	11.8%	113
Participated in yoga in last 12 months	3,816	9.3%	115
Participated in Zumba in last 12 mos	1,565	3.8%	103
Spent on sports/rec equip in last 12 months: $1-99	3,038	7.4%	111
Spent on sports/rec equip in last 12 months: $100-$249	2,583	6.3%	101
Spent on sports/rec equip in last 12 months: $250+	3,321	8.1%	103
Attend sports events	7,597	18.6%	110
Attend sports events: baseball game - MLB reg seas	2,380	5.8%	102
Attend sports events: basketball game-NBA reg seas	666	1.6%	99
Attend sports events: football game (college)	1,572	3.9%	111
Attend sports events: football game - NFL weekend	915	2.2%	107
Attend sports events: high school sports	1,335	3.3%	101

Data Note: An MPI (Market Potential Index) measures the relative likelihood of the households in the specified trade area to exhibit certain consumer behavior or purchasing patterns compared to the U.S. An MPI of 100 represents the U.S. average.

Source: These data are based upon national propensities to use various products and services, applied to local demographic composition. Usage data were collected by GfK

January 03, 2019

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Sports and Leisure Market Potential

Bedford City, TX
Bedford City, TX (4807132)
Geography: Place

Prepared by PROS Consulting

Product/Consumer Behavior	Expected Number of	Percent	MPI
Listen to sports on radio	5,188	12.7%	110
Watch sports on TV	25,056	61.4%	105
Watch on TV: alpine skiing/ski jumping	1,283	3.1%	107
Watch on TV: auto racing (NASCAR)	3,988	9.8%	93
Watch on TV: auto racing (not NASCAR)	1,628	4.0%	94
Watch on TV: baseball (MLB regular season)	8,703	21.3%	109
Watch on TV: baseball (MLB playoffs/World Series)	7,382	18.1%	106
Watch on TV: basketball (college)	5,642	13.8%	107
Watch on TV: basketball (NCAA tournament)	5,444	13.3%	103
Watch on TV: basketball (NBA regular season)	6,226	15.3%	99
Watch on TV: basketball (NBA playoffs/finals)	7,000	17.2%	102
Watch on TV: basketball (WNBA)	979	2.4%	82
Watch on TV: bicycle racing	956	2.3%	104
Watch on TV: bowling	850	2.1%	99
Watch on TV: boxing	2,487	6.1%	91
Watch on TV: bull riding (pro)	1,056	2.6%	88
Watch on TV: Equestrian events	924	2.3%	101
Watch on TV: extreme sports (summer)	1,408	3.4%	96
Watch on TV: extreme sports (winter)	1,728	4.2%	105
Watch on TV: figure skating	2,375	5.8%	105
Watch on TV: fishing	1,953	4.8%	103
Watch on TV: football (college)	10,586	25.9%	110
Watch on TV: football (NFL Mon/Thurs night games)	13,838	33.9%	105
Watch on TV: football (NFL weekend games)	14,582	35.7%	109
Watch on TV: football (NFL playoffs/Super Bowl)	14,723	36.1%	108
Watch on TV: golf (PGA)	5,227	12.8%	109
Watch on TV: golf (LPGA)	1,587	3.9%	101
Watch on TV: gymnastics	2,626	6.4%	113
Watch on TV: high school sports	2,033	5.0%	102
Watch on TV: horse racing (at track or OTB)	1,222	3.0%	101
Watch on TV: ice hockey (NHL regular season)	4,120	10.1%	114
Watch on TV: ice hockey (NHL playoffs/Stanley Cup)	3,919	9.6%	112
Watch on TV: mixed martial arts (MMA)	1,710	4.2%	105
Watch on TV: motorcycle racing	1,069	2.6%	88
Watch on TV: Olympics (summer)	7,232	17.7%	112
Watch on TV: Olympics (winter)	4,829	11.8%	105
Watch on TV: rodeo	1,064	2.6%	84
Watch on TV: soccer (MLS)	1,879	4.6%	91
Watch on TV: soccer (World Cup)	3,533	8.7%	106
Watch on TV: tennis (men`s)	2,504	6.1%	102
Watch on TV: tennis (women`s)	2,512	6.2%	100
Watch on TV: track & field	1,708	4.2%	105
Watch on TV: volleyball (pro beach)	1,227	3.0%	110
Watch on TV: wrestling (WWE)	1,820	4.5%	88
Interest in sports: college basketball Super Fan	1,409	3.5%	93
Interest in sports: college football Super Fan	3,304	8.1%	102
Interest in sports: golf Super Fan	807	2.0%	99
Interest in sports: high school sports Super Fan	1,010	2.5%	83
Interest in sports: MLB Super Fan	1,989	4.9%	95
Interest in sports: NASCAR Super Fan	916	2.2%	75
Interest in sports: NBA Super Fan	1,900	4.7%	84
Interest in sports: NFL Super Fan	5,172	12.7%	101
Interest in sports: NHL Super Fan	1,316	3.2%	94
Interest in sports: soccer Super Fan	1,207	3.0%	101

Data Note: An MPI (Market Potential Index) measures the relative likelihood of the households in the specified trade area to exhibit certain consumer behavior or purchasing patterns compared to the U.S. An MPI of 100 represents the U.S. average.
Source: These data are based upon national propensities to use various products and services, applied to local demographic composition. Usage data were collected by GfK

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Sports and Leisure Market Potential

Bedford City, TX
Bedford City, TX (4807132)
Geography: Place

Prepared by PROS Consulting

Product/Consumer Behavior	Expected Number of	Percent	MPI
Member of AARP	5,152	12.6%	106
Member of charitable organization	2,004	4.9%	111
Member of church board	1,204	2.9%	102
Member of fraternal order	1,036	2.5%	105
Member of religious club	1,498	3.7%	101
Member of union	1,639	4.0%	105
Member of veterans club	1,135	2.8%	112
Attended adult education course in last 12 months	3,287	8.1%	103
Went to art gallery in last 12 months	3,291	8.1%	102
Attended auto show in last 12 months	2,502	6.1%	104
Did baking in last 12 months	10,594	26.0%	111
Went to bar/night club in last 12 months	7,396	18.1%	104
Went to beach in last 12 months	12,346	30.2%	107
Played billiards/pool in last 12 months	3,074	7.5%	113
Played bingo in last 12 months	1,542	3.8%	93
Did birdwatching in last 12 months	1,833	4.5%	101
Played board game in last 12 months	7,049	17.3%	118
Read book in last 12 months	15,218	37.3%	110
Participated in book club in last 12 months	1,185	2.9%	99
Went on overnight camping trip in last 12 months	5,017	12.3%	101
Played cards in last 12 months	7,236	17.7%	110
Played chess in last 12 months	1,499	3.7%	105
Played computer game (offline w/software)/12 months	2,930	7.2%	108
Played computer game (online w/o software)/12 months	5,465	13.4%	110
Cooked for fun in last 12 months	10,166	24.9%	114
Did crossword puzzle in last 12 months	4,116	10.1%	103
Danced/went dancing in last 12 months	3,293	8.1%	106
Attended dance performance in last 12 months	1,885	4.6%	109
Dined out in last 12 months	22,726	55.7%	109
Participated in fantasy sports league last 12 months	1,989	4.9%	101
Participated in tailgating in last 12 months	2,110	5.2%	111
Did furniture refinishing in last 12 months	1,539	3.8%	102
Gambled at casino in last 12 months	5,517	13.5%	104
Gambled in Las Vegas in last 12 months	1,389	3.4%	101
Participate in indoor gardening/plant care	3,933	9.6%	105
Attended horse races in last 12 months	1,164	2.9%	123
Participated in karaoke in last 12 months	1,709	4.2%	106
Bought lottery ticket in last 12 months	14,685	36.0%	100
Played lottery 6+ times in last 30 days	4,156	10.2%	96
Bought lottery ticket in last 12 months: Daily Drawing	1,329	3.3%	97
Bought lottery ticket in last 12 months: Instant Game	6,901	16.9%	96
Bought lottery ticket in last 12 months: Mega Millions	6,391	15.7%	100
Bought lottery ticket in last 12 months: Powerball	9,311	22.8%	104
Attended a movie in last 6 months	26,274	64.4%	108
Attended movie in last 90 days: once/week or more	915	2.2%	95
Attended movie in last 90 days: 2-3 times a month	2,835	6.9%	112
Attended movie in last 90 days: once a month	4,516	11.1%	111
Attended movie in last 90 days: < once a month	15,957	39.1%	109
Movie genre seen at theater/6 months: action	12,337	30.2%	110

Data Note: An MPI (Market Potential Index) measures the relative likelihood of the households in the specified trade area to exhibit certain consumer behavior or purchasing patterns compared to the U.S. An MPI of 100 represents the U.S. average.
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Product/Consumer Behavior	Expected Number of	Percent	MPI
Movie genre seen at theater/6 months: adventure	13,824	33.9%	109
Movie genre seen at theater/6 months: comedy	10,833	26.5%	109
Movie genre seen at theater/6 months: crime	4,816	11.8%	108
Movie genre seen at theater/6 months: drama	10,505	25.7%	109
Movie genre seen at theater/6 months: family	4,435	10.9%	106
Movie genre seen at theater/6 months: fantasy	6,310	15.5%	111
Movie genre seen at theater/6 months: horror	2,230	5.5%	102
Movie genre seen at theater/6 months: romance	3,367	8.2%	105
Movie genre seen at theater/6 months: science fiction	8,960	22.0%	111
Movie genre seen at theater/6 months: thriller	8,124	19.9%	115
Went to museum in last 12 months	5,694	14.0%	108
Attended classical music/opera performance/12 months	1,876	4.6%	123
Attended country music performance in last 12 months	2,662	6.5%	99
Attended rock music performance in last 12 months	4,320	10.6%	112
Played musical instrument in last 12 months	2,927	7.2%	96
Did painting/drawing in last 12 months	3,343	8.2%	108
Did photo album/scrapbooking in last 12 months	2,061	5.0%	113
Did photography in last 12 months	4,675	11.5%	110
Did Sudoku puzzle in last 12 months	3,311	8.1%	103
Went to live theater in last 12 months	5,653	13.9%	119
Visited a theme park in last 12 months	7,704	18.9%	100
Visited a theme park 5+ times in last 12 months	1,739	4.3%	107
Participated in trivia games in last 12 months	3,077	7.5%	113
Played video/electronic game (console) last 12 months	4,028	9.9%	108
Played video/electronic game (portable) last 12 months	2,420	5.9%	114
Visited an indoor water park in last 12 months	1,173	2.9%	88
Did woodworking in last 12 months	1,852	4.5%	100
Participated in word games in last 12 months	4,496	11.0%	107
Went to zoo in last 12 months	5,765	14.1%	111
Purchased DVDs in last 30 days: 1	1,011	2.5%	96
Purchased DVDs in last 30 days: 2	753	1.8%	91
Purchased DVDs in last 30 days: 3+	1,431	3.5%	91
Purchased DVD/Blu-ray disc online in last 12 months	3,353	8.2%	124
Rented DVDs in last 30 days: 1	1,589	3.9%	109
Rented DVDs in last 30 days: 2	1,621	4.0%	107
Rented DVDs in last 30 days: 3+	4,064	10.0%	111
Rented movie/oth video/30 days: action/adventure	9,743	23.9%	112
Rented movie/oth video/30 days: classics	2,909	7.1%	112
Rented movie/oth video/30 days: comedy	9,346	22.9%	110
Rented movie/oth video/30 days: drama	6,566	16.1%	110
Rented movie/oth video/30 days: family/children	4,499	11.0%	109
Rented movie/oth video/30 days: foreign	1,074	2.6%	104
Rented movie/oth video/30 days: horror	2,772	6.8%	95
Rented movie/oth video/30 days: musical	1,242	3.0%	111
Rented movie/oth video/30 days: news/documentary	1,733	4.2%	102
Rented movie/oth video/30 days: romance	3,474	8.5%	109
Rented movie/oth video/30 days: science fiction	3,714	9.1%	123
Rented movie/oth video/30 days: TV show	3,659	9.0%	113
Rented movie/oth video/30 days: western	1,039	2.5%	94

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Bedford City, TX (4807132)
Geography: Place

Prepared by PROS Consulting

Product/Consumer Behavior	Expected Number of	Percent	MPI
Rented/purch DVD/Blu-ray/30 days: from amazon.com	3,319	8.1%	108
Rented DVD/Blu-ray/30 days: from netflix.com	6,094	14.9%	111
Rented/purch DVD/Blu-ray/30 days: from Redbox	7,754	19.0%	112
HH owns ATV/UTV	950	4.3%	74
Bought any children`s toy/game in last 12 months	13,817	33.9%	104
Spent on toys/games for child last 12 months: <$50	2,500	6.1%	102
Spent on toys/games for child last 12 months: $50-99	1,146	2.8%	110
Spent on toys/games for child last 12 months: $100-199	2,829	6.9%	112
Spent on toys/games for child last 12 months: $200-499	3,538	8.7%	98
Spent on toys/games for child last 12 months: $500+	2,089	5.1%	110
Bought any toys/games online in last 12 months	4,001	9.8%	105
Bought infant toy in last 12 months	2,697	6.6%	99
Bought pre-school toy in last 12 months	2,828	6.9%	101
Bought for child last 12 months: boy action figure	3,167	7.8%	97
Bought for child last 12 months: girl action figure	1,386	3.4%	99
Bought for child last 12 months: action game	950	2.3%	92
Bought for child last 12 months: bicycle	2,195	5.4%	90
Bought for child last 12 months: board game	4,896	12.0%	108
Bought for child last 12 months: builder set	2,164	5.3%	103
Bought for child last 12 months: car	3,171	7.8%	97
Bought for child last 12 months: construction toy	2,270	5.6%	97
Bought for child last 12 months: fashion doll	1,812	4.4%	103
Bought for child last 12 months: large/baby doll	2,688	6.6%	95
Bought for child last 12 months: doll accessories	1,625	4.0%	103
Bought for child last 12 months: doll clothing	1,635	4.0%	98
Bought for child last 12 months: educational toy	4,861	11.9%	101
Bought for child last 12 months: electronic doll/animal	975	2.4%	86
Bought for child last 12 months: electronic game	2,080	5.1%	92
Bought for child last 12 months: mechanical toy	1,568	3.8%	97
Bought for child last 12 months: model kit/set	1,229	3.0%	103
Bought for child last 12 months: plush doll/animal	3,401	8.3%	102
Bought for child last 12 months: sound game	693	1.7%	89
Bought for child last 12 months: water toy	3,826	9.4%	102
Bought for child last 12 months: word game	1,032	2.5%	101

Data Note: An MPI (Market Potential Index) measures the relative likelihood of the households in the specified trade area to exhibit certain consumer behavior or purchasing patterns compared to the U.S. An MPI of 100 represents the U.S. average.
Source: These data are based upon national propensities to use various products and services, applied to local demographic composition. Usage data were collected by GfK

January 03, 2019

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Sports and Leisure Market Potential

Bedford City, TX
Bedford City, TX (4807132)
Geography: Place

Prepared by PROS Consulting

Product/Consumer Behavior	Expected Number of	Percent	MPI
Bought digital book in last 12 months	6,165	15.1%	113
Bought hardcover book in last 12 months	8,873	21.7%	109
Bought paperback book in last 12 months	12,568	30.8%	106
Bought 1-3 books in last 12 months	9,019	22.1%	112
Bought 4-6 books in last 12 months	3,890	9.5%	102
Bought 7+ books in last 12 months	6,878	16.9%	105
Bought book (fiction) in last 12 months	10,601	26.0%	106
Bought book (non-fiction) in last 12 months	9,988	24.5%	109
Bought biography in last 12 months	2,913	7.1%	105
Bought children`s book in last 12 months	3,770	9.2%	102
Bought cookbook in last 12 months	2,869	7.0%	97
Bought history book in last 12 months	3,580	8.8%	104
Bought mystery book in last 12 months	4,368	10.7%	105
Bought novel in last 12 months	6,077	14.9%	109
Bought religious book (not bible) in last 12 mo	2,764	6.8%	104
Bought romance book in last 12 months	2,446	6.0%	101
Bought science fiction book in last 12 months	2,448	6.0%	106
Bought personal/business self-help book last 12 months	2,680	6.6%	104
Bought travel book in last 12 months	793	1.9%	93
Bought book online in last 12 months	9,645	23.6%	117
Bought book last 12 months: amazon.com	9,341	22.9%	117
Bought book last 12 months: barnes&noble.com	940	2.3%	105
Bought book last 12 months: Barnes & Noble book store	5,932	14.5%	112
Bought book last 12 months: other book store (not B&N)	4,146	10.2%	101
Bought book last 12 months: mail order	859	2.1%	107
Listened to/purchased audiobook in last 6 months	2,782	6.8%	126

Data Note: An MPI (Market Potential Index) measures the relative likelihood of the households in the specified trade area to exhibit certain consumer behavior or purchasing patterns compared to the U.S. An MPI of 100 represents the U.S. average.

Source: These data are based upon national propensities to use various products and services, applied to local demographic composition. Usage data were collected by GfK

appendix c: facility inventories

Bedford, TX: Indoor Performance Facilities Inventory

Indoor facilities with 350 seats or fewer within 10-miles of Boys Ranch Park

Type	Facility	Capacity	Event Types Supported	Facility Rating: Facility Condition	Staff and Support	Theatrical Functionality	Acoustics	Customer Amenities	User Amenities	Atmosphere/Character	Suitability for Users	Rating
Performance	Hurst Public Library - Large Program Room	350	5	2	2	1	1	2	1	2	1	1.6
Other	Legends Hall at the Marq Southlake - Traditions Ballroom	300	1	3	3	2	2	2	2	2	2	2.4
Performance	Irving Arts Center- Dupree Theater^	257	5	3	3	3	3	2	3	3	3	2.9
Religious	St. Vincent's Cathedral	240	1	2	2	1	2	2	2	2	2	1.9
School/Univ.	Tarrant County College NE Drama Playhouse*	240	2	3	2	3	2	2	2	2	2	2.3
Performance	Palace Arts Center: Lancaster Theatre	200	5	2	2	2	2	3	2	3	2	2.2
Performance	Theatre Arlington	199	3	2	3	3	2	2	2	2	2	2.3
Performance	Artisan Center Theater	195	2	2	3	3	2	2	2	3	2	2.4
Other	Bedford Library	162	6	2	2	1	1	2	1	2	1	1.6
Performance	Lifestage Theatre	150	3	2	3	2	2	1	2	1	2	2.0
Performance	The Epic - Theater^	150	3	3	3	3	2	2	2	2	2	2.5
Performance	Uptown Theater - Studio Theater ^	150	1	3	3	2	2	3	3	2	3	2.7
School/Univ.	University of Texas at Arlington - Studio Theatre	150	2	3	2	3	2	2	2	2	2	2.3
Other	Wautauga Public Library	150	7	2	2	1	1	2	2	2	2	1.8
Performance	Old Bedford School - Auditorium	149	1	4	3	1	3	2	1	4	3	2.8
Performance	Artisan Children's Theater	143	2	2	3	2	2	2	2	3	2	2.3
Performance	Runway Theatre	105	1	2	1	2	2	1	2	2	2	1.7
Performance	OhLook Performing Arts Center*	100	1	2	2	3	2	2	3	3	3	2.4
School/Univ.	University of Texas at Arlington - Stage 143	100	2	3	2	2	1	2	2	2	2	2.1
Performance	ONSTAGE in Bedford	97	1	2	1	2	2	1	2	2	2	1.7
Other	Texas Star Dinner Theater	95	2	2	2	1	2	3	2	2	3	2.1
Performance	Central Arts Bedford	87	4	2	2	1	2	2	1	3	2	1.9

Facility	Presenting Activity: Broadway/Off-Broadway	Theatre	Dance	Music	Popular Music	Film	Family	Comedy	Guest Speaker	Culturally Specific	Producing Activity: Performing Arts	Educational	Festivals	Cultural	Rental Activity: Cultural Organizations	School/College	Church Rental	Private Events	Promoter/Presenter
Hurst Public Library - Large Program Room				■	■	■				■					■			■	
Legends Hall at the Marq Southlake - Traditions Ballroom															■	■	■	■	
Irving Arts Center- Dupree Theater^		■	■	■	■										■	■		■	
St. Vincent's Cathedral															■			■	
Tarrant County College NE Drama Playhouse*											■				■	■		■	
Palace Arts Center: Lancaster Theatre				■	■	■		■							■		■	■	
Theatre Arlington											■	■						■	
Artisan Center Theater											■	■							
Bedford Library				■		■	■		■	■					■			■	
Lifestage Theatre											■	■					■		
The Epic - Theater^				■	■										■		■	■	
Uptown Theater - Studio Theater ^															■	■	■	■	
University of Texas at Arlington - Studio Theatre											■	■							
Wautauga Public Library			■	■	■		■		■	■					■				
Old Bedford School - Auditorium															■			■	
Artisan Children's Theater											■	■							
Runway Theatre											■								
OhLook Performing Arts Center*											■								
University of Texas at Arlington - Stage 143											■	■							
ONSTAGE in Bedford											■								
Texas Star Dinner Theater											■							■	
Central Arts Bedford			■		■	■												■	
	0%	5%	14%	27%	27%	18%	9%	5%	9%	14%	50%	27%	0%	0%	50%	18%	23%	59%	0%

**Indicates that some estimations have been made*

^Indicates key venue outside the 10-mile radius

Bedford, TX: Indoor Performance Facilities Inventory

Indoor facilities with 350 seats or fewer within 10-miles of Boys Ranch Park

				Facility Rating									Facility Features								Amenities						Availability			
Type	Facility	Capacity	Event Types Supported	Facility Condition	Staff and Support	Theatrical Functionality	Acoustics	Customer Amenities	User Amenities	Atmosphere/Character	Suitability for Users	Rating	Flexible Seating	Kitchen Facilities	Rehearsal/Program Space	Sizable Wingspace	Orchestra Pit	Fly System	Alcohol Allowed	Dedicated Parking	Food Service/Concessions	Lighting Equipment	Sound Equipment	Film/Projection Equipment	Ticketing Services	Not Available	Low	Medium	High
Performance	Hurst Public Library - Large Program Room	350	5	2	2	1	1	2	1	2	1	1.6																		
Other	Legends Hall at the Marq Southlake - Traditions Ballroom	300	1	3	3	2	2	2	2	2	2	2.4																		
Performance	Irving Arts Center- Dupree Theater^	257	5	3	3	3	3	2	3	3	3	2.9																		
Religious	St. Vincent's Cathedral	240	1	2	2	1	2	2	2	2	2	1.9																		
School/Univ.	Tarrant County College NE Drama Playhouse*	240	2	3	2	3	2	2	2	2	2	2.3																		
Performance	Palace Arts Center: Lancaster Theatre	200	5	2	2	2	2	3	2	3	2	2.2																		
Performance	Theatre Arlington	199	3	2	3	3	2	2	2	2	2	2.3																		
Performance	Artisan Center Theater	195	2	2	3	3	2	2	2	3	2	2.4																		
Other	Bedford Library	162	6	2	2	1	1	2	1	2	1	1.6																		
Performance	Lifestage Theatre	150	3	2	3	2	2	1	2	1	2	2.0																		
Performance	The Epic - Theater^	150	3	3	3	3	2	2	2	2	2	2.5																		
Performance	Uptown Theater - Studio Theater ^	150	1	3	3	2	2	3	3	2	3	2.7																		
School/Univ.	University of Texas at Arlington - Studio Theatre	150	2	3	2	3	2	2	2	2	2	2.3																		
Other	Wautauga Public Library	150	7	2	2	1	1	2	2	2	2	1.8																		
Performance	Old Bedford School - Auditorium	149	1	4	3	1	3	2	1	4	3	2.8																		
Performance	Artisan Children's Theater	143	2	2	3	2	2	2	2	3	2	2.3																		
Performance	Runway Theatre	105	1	2	1	2	2	1	2	2	2	1.7																		
Performance	OhLook Performing Arts Center*	100	1	2	2	3	2	2	3	3	3	2.4																		
School/Univ.	University of Texas at Arlington - Stage 143	100	2	3	2	2	1	2	2	2	2	2.1																		
Performance	ONSTAGE in Bedford	97	1	2	1	2	2	1	2	2	2	1.7																		
Other	Texas Star Dinner Theater	95	2	2	2	1	2	3	2	2	3	2.1																		
Performance	Central Arts Bedford	87	4	2	2	1	2	2	1	3	2	1.9																		
													64%	18%	82%	14%	5%	5%	36%	82%	32%	82%	100%	68%	59%	36%	32%	32%	0%

**Indicates that some estimations have been made*

^Indicates key venue outside the 10-mile radius

Bedford, TX: Indoor Performance Facilities Inventory II

Indoor Performing Arts Facilities within the Dallas-Fort Worth Metroplex

Type	Facility	Capacity	Event Types Supported	Facility Rating: Facility Condition	Staff and Support	Theatrical Functionality	Acoustics	Customer Amenities	User Amenities	Atmosphere/Character	Suitability for Users	Rating	Presenting Activity: Broadway/Off-Broadway	Theatre	Dance	Music	Headliner/Popular Music	Film	Family	Comedy	Guest Speaker	Culturally Specific	Producing Activity: Performing Arts	Educational	Festivals	Cultural	Rental Activity: Cultural Organizations	School/College	Private Events	Touring Broadway	Promoter/Presenter
Performance	Verizon Theater at Grand Prairie	6,350	7	3	4	3	3	4	4	3	3	3.4	■		■	■	■		■	■									■		
Performance	Music Hall at Fair Park	3,420	4	3	4	4	3	4	4	3	3	3.5	■	■						■							■	■	■	■	
School/Uni.	UT Arlington: Texas Hall	2,625	6	3	3	3	4	3	3	3	3	3.1			■	■	■			■	■						■		■		■
School/Uni.	SMU: McFarlin Auditorium	2,386	6	3	2	3	3	3	3	3	3	2.8									■		■	■		■	■	■	■	■	■
Performance	AT&T Performing Arts Center: Winspear Opera House	2,200	7	4	3	4	4	3	3	3	3	3.4	■	■	■	■	■				■						■		■		
Performance	Myerson Symphony Center	2,062	5	3	4	3	4	4	4	4	4	3.7				■	■					■	■				■		■		
Performance	Bass Performance Hall	2,056	1	3	3	4	4	4	4	4	4	3.6															■		■	■	■
Performance	McKinney Performance Venue*	2,000	8	4	4	4	4	4	4	4	4	4.0	■	■		■	■		■			■					■	■	■	■	■
Performance	Black Academy of Arts + Letters: Theater	1,750	9	3	3	4	3	3	4	3	3	3.2	■	■	■	■		■	■		■	■					■		■		■
Performance	Majestic Theatre	1,703	9	3	4	3	3	3	4	4	4	3.5	■	■	■	■	■		■			■					■	■	■	■	■
Performance	Eisemann Center for the Performing Arts	1,563	9	4	3	4	4	4	4	3	4	3.7	■	■	■	■	■		■	■		■					■		■	■	■
Performance	Frisco Performance Venue*	1,500	9	4	4	4	4	4	4	4	4	4.0	■	■		■	■		■	■		■					■	■	■	■	■
University	UNT: Main Auditorium	1,200	2	3	3	3	2	2	2	3	2	2.6					■												■		
University	TCU: Ed Landreth Auditorium	1,200	6	3	3	3	4	3	4	3	3	3.2				■			■		■		■	■			■	■			
													57%	50%	43%	71%	64%	7%	50%	36%	36%	43%	21%	14%	0%	7%	86%	43%	93%	50%	57%

**Indicates a venue that is in development. Some assumptions and estimations made.*

Bedford, TX: Indoor Performance Facilities Inventory II

Indoor Performing Arts Facilities within the Dallas-Fort Worth Metroplex

Type	Facility	Capacity	Event Types Supported	Facility Rating: Facility Condition	Staff and Support	Theatrical Functionality	Acoustics	Customer Amenities	User Amenities	Atmosphere/Character	Suitability for Users	Rating	Facility Features: Flexible Seating	Kitchen Facilities	Rehearsal/Program Space	Sizable Wingspace	Orchestra Pit	Fly System	Amenities: Alcohol Allowed	Dedicated Parking	Food Service / Concessions	Lighting Equipment	Sound Equipment	Film/Projection Equipment	Ticketing Services	Availability: Not Available	Low	Medium	High
Performance	Verizon Theater at Grand Prairie	6,350	7	3	4	3	3	4	4	3	3	3.4		■		■	■	■	■	■	■	■	■	■	■		■		
Performance	Music Hall at Fair Park	3,420	4	3	4	4	3	4	4	3	3	3.5		■		■	■	■		■	■	■	■	■	■		■		
School/Uni.	UT Arlington: Texas Hall	2,625	6	3	3	3	4	3	3	3	3	3.1		■		■	■	■	■	■	■	■	■	■	■			■	
School/Uni.	SMU: McFarlin Auditorium	2,386	6	3	2	3	3	3	3	3	3	2.8			■	■	■	■		■		■	■	■			■		
Performance	AT&T Performing Arts Center: Winspear Opera House	2,200	7	4	3	4	4	3	3	3	3	3.4			■	■	■	■	■	■	■	■	■	■	■		■		
Performance	Myerson Symphony Center	2,062	5	3	4	3	4	4	4	4	4	3.7		■		■			■		■	■	■	■	■		■		
Performance	Bass Performance Hall	2,056	1	3	3	4	4	4	4	4	4	3.6		■	■		■	■	■		■	■	■	■	■		■		
Performance	McKinney Performance Venue*	2,000	8	4	4	4	4	4	4	4	4	4.0		■		■	■	■	■	■	■	■	■	■	■		■		
Performance	Black Academy of Arts + Letters: Theater	1,750	9	3	3	4	3	3	4	3	3	3.2		■	■	■	■		■		■	■	■	■	■			■	
Performance	Majestic Theatre	1,703	9	3	4	3	3	3	4	4	4	3.5				■	■	■	■			■	■	■	■		■		
Performance	Eisemann Center for the Performing Arts	1,563	9	4	3	4	4	4	4	3	4	3.7			■	■	■	■	■		■	■	■	■	■		■		
Performance	Frisco Performance Venue*	1,500	9	4	4	4	4	4	4	4	4	4.0		■	■	■	■	■	■	■	■	■	■	■	■		■		
University	UNT: Main Auditorium	1,200	2	3	3	3	2	2	2	3	2	2.6	■	■					■		■	■	■	■				■	
University	TCU: Ed Landreth Auditorium	1,200	6	3	3	3	4	3	4	3	3	3.2			■	■	■	■		■		■	■	■	■		■		
													7%	64%	50%	86%	86%	79%	79%	57%	79%	100%	100%	100%	86%	0%	79%	21%	0%

**Indicates a venue that is in development. Some assumptions and estimations made.*

Bedford, TX: Outdoor Performance Facilities

Permanent outdoor facilities within 10 miles of Boys Ranch Park

				Facility Rating									Presenting Activity													Producing Activity				Rental Activity			
Type	Facility	Capacity	Event Types Supported	Facility Condition	Staff and Support	Live Music Functionality	Acoustics	Customer Amenities	User Amenities	Atmosphere/Character	Suitability for Users	Rating	Broadway	Off-Broadway	Dance	Music	Theatre	Film	Headliner/Popular Music	Opera	Family	Comedy	Lectures	Cultural	Performing Arts	Academic/Educational	Festivals	Cultural	Cultural/Community Organizations	School/College	Private Events	Promoter
Amphitheater	Keller Town Hall Amphitheater	10,000	2	2	1	1	1	1	1	3	1	1.4				■		■														
Indoor/Outdoor	LiveNation Pavilion at Toyota Music Factory	8,000	2	4	4	4	3	4	4	4	4	3.9							■			■									■	
Pavilion	Arlington Backyard	5,000	3	4	4	4	3	4	4	4	4	3.9				■			■								■					
Amphitheater	Epic Amphitheater	5,000	1	3	1	1	1	3	1	2	1	1.7				■																
Pavilion	Levitt Pavilion Arlington	3,500	2	4	3	3	3	2	2	2	2	2.8						■	■										■		■	
Pavilion	Rustin Family Park Pavilion	3,000	0	4	1	2	1	1	1	3	1	1.9																	■	■	■	■
Amphitheater	Aria Amphitheater at the Marq	2,500	0	4	1	2	2	2	1	3	2	2.2																	■		■	
Amphitheater	Leon Hogg Amphitheater	300	0	2	1	1	1	1	1	2	1	1.3																	■		■	
Amphitheater	Cap Smith Park Amphitheatre	270	0	2	1	1	1	1	2	2	2	1.5																	■	■	■	■
Pavilion	Grapevine Botanical Garden	100	1	2	1	1	1	1	1	4	2	1.6				■																
	*No limits on capacity												0%	0%	0%	40%	0%	20%	30%	0%	0%	10%	0%	0%	0%	0%	10%	0%	50%	20%	60%	20%

Bedford, TX: Outdoor Performance Facilities

Permanent outdoor facilities within 10 miles of Boys Ranch Park

				Facility Rating									Facility Features					Amenities							Availability			
Type	Facility	Capacity	Event Types Supported	Facility Condition	Staff and Support	Live Music Functionality	Acoustics	Customer Amenities	User Amenities	Atmosphere/Character	Suitability for Users	Rating	Covered Seating	Lawn Seating	Tabled/VIP Seating	Sizeable Wingspace	Fly Space	Alcohol Permit	Dedicated Parking	Food Stands/Tents/Trucks	Lighting Equipment	Sound Equipment	Film/Projection Equipment	Ticketing Services	Not Available	Low	Medium	High
Amphitheater	Keller Town Hall Amphitheater	10,000	2	2	1	1	1	1	1	3	1	1.4																
Indoor/Outdoor	LiveNation Pavilion at Toyota Music Factory	8,000	2	4	4	4	3	4	4	4	4	3.9																
Pavilion	Arlington Backyard	5,000	3	4	4	4	3	4	4	4	4	3.9																
Amphitheater	Epic Amphitheater	5,000	1	3	1	1	1	3	1	2	1	1.7																
Pavilion	Levitt Pavilion Arlington	3,500	2	4	3	3	3	2	2	2	2	2.8																
Pavilion	Rustin Family Park Pavilion	3,000	0	4	1	2	1	1	1	3	1	1.9																
Amphitheater	Aria Amphitheater at the Marq	2,500	0	4	1	2	2	2	1	3	2	2.2																
Amphitheater	Leon Hogg Amphitheater	300	0	2	1	1	1	1	1	2	1	1.3																
Amphitheater	Cap Smith Park Amphitheatre	270	0	2	1	1	1	1	2	2	2	1.5																
Pavilion	Grapevine Botanical Garden	100	1	2	1	1	1	1	1	4	2	1.6																
	*No limits on capacity												30%	90%	20%	20%	30%	60%	100%	50%	30%	40%	30%	20%	20%	10%	10%	60%

Bedford, TX: Meeting + Event Facilities Inventory

Meeting and event facilities within 10 miles of Boys Ranch Park

		Capacities			Attributes													
Type	Facility	Theater	Reception	Banquet	Unique/Historic Venue	Other Event/Meeting Rooms	Full Stage Available	Dance Floor Available	On-site Accommodations	Lighting Equipment	Sound Equipment	Projection Equipment	Equipment Available for Rent	Internet/Wi-fi	Alcohol Permited	On-site Catering	Outside Catering Allowed	Total
Hotel	**Gaylord Texan Resort + Convention Center - Longhorn Exhibit Hall**	**10,000**	**10,000**	**10,000**		■	■	■	■	■	■	■	■	■	■	■		11
Hotel	Gaylord Texan Resort + Convention Center - Texas Ballroom	5,416	4,900	3,390		■	■	■	■	■	■	■	■	■	■	■		11
Hotel	Gaylord Texan Resort + Convention Center - Grapevine Ballroom	3,662	3,240	2,230		■	■	■	■	■	■	■	■	■	■	■		11
Hotel	Gaylord Texan Resort + Convention Center - Yellow Rose Ballroom	304	330	230		■	■	■	■	■	■	■	■	■	■	■		11
Hotel	Gaylord Texan Resort + Convention Center - Appaloosa 1	116	100	60		■			■		■	■	■	■	■	■		8
Hotel	Gaylord Texan Resort + Convention Center - Appaloosa 2	110	100	60		■			■		■	■	■	■	■	■		8
Hotel	Gaylord Texan Resort + Convention Center - Appaloosa 3	110	100	60		■			■		■	■	■	■	■	■		8
Hotel	Gaylord Texan Resort + Convention Center - Appaloosa 4	110	100	60		■			■		■	■	■	■	■	■		8
Hotel	Gaylord Texan Resort + Convention Center - Mustang 6	114	95	60		■			■		■	■	■	■	■	■		8
Hotel	Gaylord Texan Resort + Convention Center - Mustang 2	108	90	60		■			■		■	■	■	■	■	■		8
Hotel	Gaylord Texan Resort + Convention Center - Mustang 4	114	90	60		■			■		■	■	■	■	■	■		8
Hotel	Gaylord Texan Resort + Convention Center - Dallas 5	102	85	60		■			■		■	■	■	■	■	■		8
Hotel	Gaylord Texan Resort + Convention Center - Dallas 6	102	85	60		■			■		■	■	■	■	■	■		8
Hotel	Gaylord Texan Resort + Convention Center - Dallas 7	102	85	60		■			■		■	■	■	■	■	■		8
Hotel	Gaylord Texan Resort + Convention Center - Fort Worth 5	102	85	60		■			■		■	■	■	■	■	■		8
Hotel	Gaylord Texan Resort + Convention Center - Fort Worth 6	102	85	60		■			■		■	■	■	■	■	■		8
Hotel	Gaylord Texan Resort + Convention Center - Fort Worth 7	102	85	60		■			■		■	■	■	■	■	■		8
Hotel	Gaylord Texan Resort + Convention Center - Mustang 1	89	80	50		■			■		■	■	■	■	■	■		8
Hotel	Gaylord Texan Resort + Convention Center - Mustang 3	89	80	50		■			■		■	■	■	■	■	■		8
Hotel	Gaylord Texan Resort + Convention Center - San Antonio 4	90	70	50		■			■		■	■	■	■	■	■		8
Hotel	Gaylord Texan Resort + Convention Center - San Antonio 5	90	70	50		■			■		■	■	■	■	■	■		8
Hotel	Gaylord Texan Resort + Convention Center - San Antonio 6	90	70	50		■			■		■	■	■	■	■	■		8
Hotel	Gaylord Texan Resort + Convention Center - Dallas 2	80	70	40		■			■		■	■	■	■	■	■		8
Hotel	Gaylord Texan Resort + Convention Center - Fort Worth 2	80	70	50		■			■		■	■	■	■	■	■		8
Hotel	Gaylord Texan Resort + Convention Center - Austin 4	90	70	50		■			■		■	■	■	■	■	■		8
Hotel	Gaylord Texan Resort + Convention Center - Austin 5	90	70	50		■			■		■	■	■	■	■	■		8
Hotel	Gaylord Texan Resort + Convention Center - Austin 6	90	70	50		■			■		■	■	■	■	■	■		8
Hotel	Gaylord Texan Resort + Convention Center - Pecos 1	77	70	40		■			■		■	■	■	■	■	■		8
Hotel	Gaylord Texan Resort + Convention Center - Palomino 1	82	70	50		■			■		■	■	■	■	■	■		8
Hotel	Gaylord Texan Resort + Convention Center - Palomino 2	82	70	50		■			■		■	■	■	■	■	■		8
Hotel	Gaylord Texan Resort + Convention Center - Palomino 3	82	70	50		■			■		■	■	■	■	■	■		8
Hotel	Gaylord Texan Resort + Convention Center - San Antonio 1	77	60	40		■			■		■	■	■	■	■	■		8
Hotel	Gaylord Texan Resort + Convention Center - San Antonio 2	77	60	40		■			■		■	■	■	■	■	■		8
Hotel	Gaylord Texan Resort + Convention Center - San Antonio 3	77	60	40		■			■		■	■	■	■	■	■		8
Hotel	Gaylord Texan Resort + Convention Center - Dallas 1	72	60	40		■			■		■	■	■	■	■	■		8
Hotel	Gaylord Texan Resort + Convention Center - Fort Worth 1	72	60	40		■			■		■	■	■	■	■	■		8
Hotel	Gaylord Texan Resort + Convention Center - Austin 1	77	60	40		■			■		■	■	■	■	■	■		8
Hotel	Gaylord Texan Resort + Convention Center - Austin 2	77	60	40		■			■		■	■	■	■	■	■		8
Hotel	Gaylord Texan Resort + Convention Center - Austin 3	77	60	40		■			■		■	■	■	■	■	■		8
Hotel	Gaylord Texan Resort + Convention Center - Pecos 2	60	60	30		■			■		■	■	■	■	■	■		8
Hotel	Gaylord Texan Resort + Convention Center - Pecos 3	63	60	40		■			■		■	■	■	■	■	■		8
Hotel	Gaylord Texan Resort + Convention Center - Del Rio 2	76	60	40		■			■		■	■	■	■	■	■		8
Hotel	Gaylord Texan Resort + Convention Center - Del Rio 3	76	60	40		■			■		■	■	■	■	■	■		8
Hotel	Gaylord Texan Resort + Convention Center - Dallas 3	64	55	40		■			■		■	■	■	■	■	■		8
Hotel	Gaylord Texan Resort + Convention Center - Dallas 4	64	55	40		■			■		■	■	■	■	■	■		8
Hotel	Gaylord Texan Resort + Convention Center - Fort Worth 3	64	55	40		■			■		■	■	■	■	■	■		8
Hotel	Gaylord Texan Resort + Convention Center - Fort Worth 4	64	55	40		■			■		■	■	■	■	■	■		8
Hotel	Gaylord Texan Resort + Convention Center - Pecos 4	59	55	30		■			■		■	■	■	■	■	■		8
Hotel	Gaylord Texan Resort + Convention Center - Mustang 5	60	50	30		■			■		■	■	■	■	■	■		8
Hotel	Gaylord Texan Resort + Convention Center - Del Rio 1	37	35	20		■			■		■	■	■	■	■	■		8
Hotel	Gaylord Texan Resort + Convention Center - Bluebonnet Boardroom	-	12	-		■			■		■	■	■	■	■	■		8
Hotel	Gaylord Texan Resort + Convention Center - Primrose Boardroom	-	10	-		■			■		■	■	■	■	■	■		8
Meeting + Business	**Arlington Expo Center - Expo Hall**	**5,000**	**5,000**	**2,800**		■	■	■	■	■	■	■	■	■	■	■		11
Meeting + Business	**E Sports Stadium Arlington**	**2,500**	**2,500**	**-**	■		■			■	■	■	■	■				7
Hotel	**Hyatt Regency DFW - Enterprise Ballroom**	**2,800**	**2,500**	**1,800**		■	■	■	■	■	■	■	■	■	■	■		**11**
Hotel	Hyatt Regency DFW - Made in Texas	1,500	1,500	1,000		■	■	■	■	■	■	■	■	■	■	■		11
Hotel	Hyatt Regency DFW - Aviators	-	1,000	830		■	■	■	■	■	■	■	■	■	■	■		11
Hotel	Hyatt Regency DFW - Innovation Ballroom	500	500	400		■			■		■	■	■	■	■	■		8
Hotel	Hyatt Regency DFW - Maverick	300	200	200		■			■		■	■	■	■	■	■		8
Hotel	Hyatt Regency DFW - Munsons	60	120	90		■			■		■	■	■	■	■	■		8
Hotel	Hyatt Regency DFW - Cattle Barons	76	80	60		■			■		■	■	■	■	■	■		8
Hotel	Hyatt Regency DFW - Developers	76	80	60		■			■		■	■	■	■	■	■		8

Bedford, TX: Meeting + Event Facilities Inventory

Meeting and event facilities within 10 miles of Boys Ranch Park

		Capacities			Attributes													
Type	Facility	Theater	Reception	Banquet	Unique/Historic Venue	Other Event/Meeting Rooms	Full Stage Available	Dance Floor Available	On-site Accommodations	Lighting Equipment	Sound Equipment	Projection Equipment	Equipment Available for Rent	Internet/Wi-fi	Alcohol Permited	On-site Catering	Outside Catering Allowed	Total
Hotel	Hyatt Regency DFW - Wildcatters	80	80	60		■			■		■	■	■	■	■	■		8
Hotel	Hyatt Regency DFW - Harvesters	50	60	40		■			■		■	■	■	■	■	■		8
Hotel	Hyatt Regency DFW - Carter	76	60	60		■			■		■	■	■	■	■	■		8
Hotel	Hyatt Regency DFW - McKee	68	60	60		■			■		■	■	■	■	■	■		8
Hotel	Hyatt Regency DFW - Jonsson	76	60	60		■			■		■	■	■	■	■	■		8
Hotel	Hyatt Regency DFW - "25" Series	36	60	30		■			■		■	■	■	■	■	■		8
Hotel	Hyatt Regency DFW - 1225	80	60	60		■			■		■	■	■	■	■	■		8
Hotel	Hyatt Regency DFW - Wetzel	50	50	50		■			■		■	■	■	■	■	■		8
Hotel	Hyatt Regency DFW - Executive Conference 1105	50	40	40		■			■		■	■	■	■	■	■		8
Hotel	Hyatt Regency DFW - Executive Conference 1106	50	40	40		■			■		■	■	■	■	■	■		8
Hotel	Hyatt Regency DFW - Executive Conference 1107	50	40	40		■			■		■	■	■	■	■	■		8
Hotel	Hyatt Regency DFW - Executive Conference 1108	50	40	40		■			■		■	■	■	■	■	■		8
Hotel	Hyatt Regency DFW - Executive Conference 1112	50	40	30		■			■		■	■	■	■	■	■		8
Hotel	Hyatt Regency DFW - Executive Conference 1113	50	40	30		■			■		■	■	■	■	■	■		8
Hotel	Hyatt Regency DFW - Debakey	-	36	14		■			■		■	■	■	■	■	■		8
Hotel	Hyatt Regency DFW - Doolin	-	30	12		■			■		■	■	■	■	■	■		8
Hotel	Hyatt Regency DFW - Executive Conference 1111	36	20	-		■			■		■	■	■	■	■	■		8
Hotel	Hyatt Regency DFW - Executive Conference 1114	36	20	-		■			■		■	■	■	■	■	■		8
Hotel	Hyatt Regency DFW - Executive Conference 1103	-	14	-		■			■		■	■	■	■	■	■		8
Hotel	Hyatt Regency DFW - Executive Conference 1104	-	14	-		■			■		■	■	■	■	■	■		8
Hotel	Hyatt Regency DFW - Lady Bird	-	12	12		■			■		■	■	■	■	■	■		8
Hotel	Hyatt Regency DFW - Executive Conference 1109	-	12	-		■			■		■	■	■	■	■	■		8
Hotel	Hyatt Regency DFW - Executive Conference 1110	-	12	-		■			■		■	■	■	■	■	■		8
Hotel	Hyatt Regency DFW - Hill	-	10	-		■			■		■	■	■	■	■	■		8
Hotel	Hyatt Regency DFW - Dennard	-	10	-		■			■		■	■	■	■	■	■		8
Hotel	Hyatt Regency DFW - Matthews	-	10	-		■			■		■	■	■	■	■	■		8
Hotel	**Embassy Suites by Hilton DFW Airport North - Heritage Ballroom**	**1,300**	**1,300**	**800**		■	■	■	■	■	■	■	■	■	■	■		11
Hotel	Embassy Suites by Hilton DFW Airport North Cross Timbers Ballroom	350	315	180		■			■	■	■	■	■	■	■	■		9
Hotel	Embassy Suites by Hilton DFW Airport North - Dooley	130	112	70		■			■		■	■	■	■	■	■		8
Hotel	Embassy Suites by Hilton DFW Airport North - Franklin	50	50	50		■			■		■	■	■	■	■	■		8
Hotel	Embassy Suites by Hilton DFW Airport North - Tate	-	36	36		■			■		■	■	■	■	■	■		8
Hotel	Embassy Suites by Hilton DFW Airport North Bennett Boardroom	-	20	-		■			■		■	■	■	■	■	■		8
Hotel	Embassy Suites by Hilton DFW Airport North - Jenkins Boardroom	-	20	-		■			■		■	■	■	■	■	■		8
Hotel	Embassy Suites by Hilton DFW Airport North - Nash Boardroom	-	12	-		■			■		■	■	■	■	■	■		8
Hotel	Embassy Suites by Hilton DFW Airport North - Denton Creek	20	11	24		■			■		■	■	■	■	■	■		8
Hotel	Embassy Suites by Hilton DFW Airport North - Lonesome Dove	-	10	-		■			■		■	■	■	■	■	■		8
Hotel	Embassy Suites by Hilton DFW Airport North - West Boardroom	-	8	-		■			■						■	■		8
Meeting + Business	**Hurst Conference Center - Lumiere Ballroom**	**1,100**	**1,200**	**700**														0
Meeting + Business	Hurst Conference Center - Gallery	-	1,000	300		■					■	■	■	■	■	■		7
Meeting + Business	Hurst Conference Center - Meeting Rooms 1-4	240	240	160		■					■	■	■	■	■	■		7
Meeting + Business	Hurst Conference Center - Meeting Room 5	45	45	40		■					■	■	■	■	■	■		7
Meeting + Business	Hurst Conference Center - Meeting Room 6	45	45	40		■					■	■	■	■	■	■		7
Meeting + Business	Hurst Conference Center - Executive Boardroom	-	20	-		■						■	■	■	■	■		6
Hotel	**The Westin Dallas Forth Worth Airport- Trinity Ballroom**	**1,200**	**1,200**	**840**		■	■	■	■	■	■	■	■	■	■	■		11
Hotel	The Westin Dallas Forth Worth Airport - Gallery	500	500	-		■			■		■	■	■	■	■	■		8
Hotel	The Westin Dallas Forth Worth Airport - Oak Ballroom	350	350	210		■	■	■	■	■	■	■	■	■	■	■		11
Hotel	The Westin Dallas Forth Worth Airport - Live Oak	150	150	90		■			■		■	■	■	■	■	■		8
Hotel	The Westin Dallas Forth Worth Airport- Sunnyside	150	150	100		■			■		■	■	■	■	■	■		8
Hotel	The Westin Dallas Forth Worth Airport - Post Oak	100	100	60		■			■		■	■	■	■	■	■		8
Hotel	The Westin Dallas Forth Worth Airport - Red Oak	100	100	60		■			■		■	■	■	■	■	■		8
Hotel	The Westin Dallas Forth Worth Airport - Irving Lecture Hall	96	96	-		■	■		■	■	■	■	■	■	■	■		10
Hotel	The Westin Dallas Forth Worth Airport - Chinaberry	75	75	60		■			■		■	■	■	■	■	■		8
Hotel	The Westin Dallas Forth Worth Airport - Dogwood	75	75	60		■			■		■	■	■	■	■	■		8
Hotel	The Westin Dallas Forth Worth Airport - Cottonwood	60	60	40		■			■		■	■	■	■	■	■		8
Hotel	The Westin Dallas Forth Worth Airport - Washington Irving	60	60	40		■			■		■	■	■	■	■	■		8
Hotel	The Westin Dallas Forth Worth Airport - Pecan	50	50	30		■			■		■	■	■	■	■	■		8
Hotel	The Westin Dallas Forth Worth Airport - Elm	50	50	40		■			■		■	■	■	■	■	■		8
Hotel	The Westin Dallas Forth Worth Airport - Magnolia	50	50	40		■			■		■	■	■	■	■	■		8
Hotel	The Westin Dallas Forth Worth Airport - Mesquite	50	50	40		■			■		■	■	■	■	■	■		8
Hotel	The Westin Dallas Forth Worth Airport - Mulberry	50	30	30		■			■		■	■	■	■	■	■		8
Hotel	The Westin Dallas Forth Worth Airport - Maple	30	20	10		■			■		■	■	■	■	■	■		8
Hotel	The Westin Dallas Forth Worth Airport - Boardroom 914	10	10	-		■			■		■	■	■	■	■	■		8

Bedford, TX: Meeting + Event Facilities Inventory

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Type	Facility	Theater	Reception	Banquet	Unique/Historic Venue	Other Event/Meeting Rooms	Full Stage Available	Dance Floor Available	On-site Accommodations	Lighting Equipment	Sound Equipment	Projection Equipment	Equipment Available for Rent	Internet/Wi-fi	Alcohol Permited	On-site Catering	Outside Catering Allowed	Total
Hotel	The Westin Dallas Forth Worth Airport - Boardroom 1014	10	10	-		■			■		■	■	■	■	■	■		8
Hotel	The Westin Dallas Forth Worth Airport - Boardroom 1114	10	10	-		■			■		■	■	■	■	■	■		8
Hotel	The Westin Dallas Forth Worth Airport - Boardroom 1214	10	10	-		■			■		■	■	■	■	■	■		8
Hotel	The Westin Dallas Forth Worth Airport - Boardroom 1314	10	10	-		■			■		■	■	■	■	■	■		8
Hotel	The Westin Dallas Forth Worth Airport - Boardroom 1414	10	10	-		■			■		■	■	■	■	■	■		8
Hotel	**Courtyard/TownePlace Suites by Marriott - Silverlake Ballroom**	**1,130**	**1,018**	**840**		■			■		■	■	■	■	■	■		8
Hotel	Courtyard/TownePlace Suites by Marriott - Cowboys B	106	95	70		■			■		■	■	■	■	■	■		8
Hotel	Courtyard/TownePlace Suites by Marriott - Cowboys C	96	87	70		■			■		■	■	■	■	■	■		8
Hotel	Courtyard/TownePlace Suites by Marriott - Cowboys A	97	87	70		■			■		■	■	■	■	■	■		8
Hotel	Courtyard/TownePlace Suites by Marriott - Board Room	12	12	-		■			■		■	■	■	■	■	■		8
Hotel	**Sheraton Arlington Hotel - Champions Ballroom**	**960**	**960**	**400**		■	■	■	■		■	■	■	■	■	■		10
Hotel	Sheraton Arlington Hotel - Plaza on the Hill	500	500	350		■	■	■	■		■	■	■	■	■	■		10
Hotel	Sheraton Arlington Hotel - Hall of Fame	250	250	200		■	■	■	■		■	■	■	■	■	■		10
Hotel	Sheraton Arlington Hotel - World Series	125	125	80		■	■	■	■		■	■	■	■	■	■		10
Hotel	Sheraton Arlington Hotel - Super Bowl	125	125	80		■	■	■	■		■	■	■	■	■	■		10
Hotel	Sheraton Arlington Hotel - World Cup	120	115	80		■	■	■	■		■	■	■	■	■	■		10
Hotel	Sheraton Arlington Hotel - Stanley Cup	90	85	70		■	■	■	■		■	■	■	■	■	■		10
Hotel	Sheraton Arlington Hotel - Wimbledon	60	60	40		■	■	■	■		■	■	■	■	■	■		10
Hotel	Sheraton Arlington Hotel - Triple Crown	60	60	40		■	■	■	■		■	■	■	■	■	■		10
Hotel	Sheraton Arlington Hotel - Yacht Club	55	50	40		■	■	■	■		■	■	■	■	■	■		10
Hotel	Sheraton Arlington Hotel - Stadium	30	30	20		■	■	■	■		■	■	■	■	■	■		10
Hotel	Sheraton Arlington Hotel - Indy 500	25	25	20		■	■	■	■		■	■	■	■	■	■		10
Hotel	Sheraton Arlington Hotel - Master Boardroom	12	12	-		■			■		■	■	■	■	■	■		8
Meeting + Business	**Grapevine Convention Center - Concord**	**950**	**950**	**550**		■	■	■		■	■	■	■	■	■	■	■	11
Meeting + Business	Grapevine Convention Center - Chenin Blanc	100	100	60		■					■	■	■	■	■	■	■	8
Meeting + Business	Grapevine Convention Center - Champanel	85	85	60		■					■	■	■	■	■	■	■	8
Meeting + Business	Grapevine Convention Center - Chancellor	60	60	40		■					■	■	■	■	■	■	■	8
Hotel	**Grand Hyatt DFW - Americas Ballroom**	**728**	**690**	**460**		■	■	■	■	■	■	■	■	■	■	■		11
Hotel	Grand Hyatt DFW - Gateway Ballroom	300	316	240		■	■	■	■	■	■	■	■	■	■	■		11
Hotel	Grand Hyatt DFW - North America	156	158	90		■			■		■	■	■	■	■	■		8
Hotel	Grand Hyatt DFW - South America	156	158	90		■			■		■	■	■	■	■	■		8
Hotel	Grand Hyatt DFW - Central America	108	105	60		■			■		■	■	■	■	■	■		8
Hotel	Grand Hyatt DFW - Africa	60	70	40		■			■		■	■	■	■	■	■		8
Hotel	Grand Hyatt DFW - Asia	60	70	40		■			■		■	■	■	■	■	■		8
Hotel	Grand Hyatt DFW - Australia	60	70	40		■			■		■	■	■	■	■	■		8
Hotel	Grand Hyatt DFW - Europe	60	70	40		■			■		■	■	■	■	■	■		8
Hotel	Grand Hyatt DFW - Executive Boardroom	-	16	-		■			■		■	■	■	■	■	■		8
Hotel	Grand Hyatt DFW - Atlantic Boardroom	-	12	-		■			■		■	■	■	■	■	■		8
Hotel	Grand Hyatt DFW - Pacific Boardroom	-	10	-		■			■		■	■	■	■	■	■		8
Wedding + Event	**Legends Hall at The Marq Southlake - Traditions Ballroom**	**360**	**650**	**300**	■	■	■	■		■	■	■	■	■	■		■	11
Wedding + Event	Legends Hall at The Marq Southlake - Legacy Room	60	75	60	■	■					■	■	■	■	■		■	8
Wedding + Event	Legends Hall at The Marq Southlake - Club Lounge	-	50	-	■	■					■	■	■	■	■		■	8
Wedding + Event	Legends Hall at The Marq Southlake - Lounge + Parlor	-	50	-	■	■					■	■	■	■	■		■	8
Wedding + Event	Legends Hall at The Marq Southlake - Studio	-	16	-	■	■					■	■	■	■	■		■	8
Hotel	**Great Wolf Lodge - White Pine Ballroom**	**600**	**615**	**400**		■	■	■	■	■	■	■	■	■	■	■		11
Hotel	Great Wolf Lodge - Fallen Timbers	300	285	200		■			■	■	■	■	■	■	■	■		9
Hotel	Great Wolf Lodge - Pavilion	-	200	170		■			■		■	■	■	■	■	■		8
Hotel	Great Wolf Lodge - Red Oak	85	90	60		■			■		■	■	■	■	■	■		8
Hotel	Great Wolf Lodge - Northwest Territory	60	90	50		■			■		■	■	■	■	■	■		8
Hotel	Great Wolf Lodge - Mesquite	65	55	40		■			■		■	■	■	■	■	■		8
Hotel	Great Wolf Lodge - Black Oak	55	45	30		■			■		■	■	■	■	■	■		8
Wedding + Event	**Micon Ballroom**	**700**	**500**	**240**				■			■	■		■	■	■	■	7
Entertainment	**Lone Star Park - Alysheba Ballroom**	**-**	**500**	**-**							■	■			■			3
Entertainment	Lone Star Park - Dash for Cash	-	400	-							■	■						2
Hotel	**Hilton Arlington - Grand Ballroom**	**600**	**500**	**400**		■	■	■	■		■	■	■	■	■	■		10
Hotel	Hilton Arlington - Capitol Ballroom	320	320	250		■	■	■	■		■	■	■	■	■	■		10
Hotel	Hilton Arlington - Astoria	120	120	70		■	■	■	■		■	■	■	■	■	■		10
Hotel	Hilton Arlington - Statler	120	120	70		■	■	■	■		■	■	■	■	■	■		10
Hotel	Hilton Arlington - Waldorf	120	120	70		■	■	■	■		■	■	■	■	■	■		10
Hotel	Hilton Arlington - Beverly	50	50	30		■			■		■	■	■	■	■	■		8
Hotel	Hilton Arlington - Flamingo	50	50	30		■			■		■	■	■	■	■	■		8
Hotel	Hilton Arlington - Riviera	50	50	30		■			■		■	■	■	■	■	■		8

Bedford, TX: Meeting + Event Facilities Inventory

Meeting and event facilities within 10 miles of Boys Ranch Park

		Capacities			Attributes													
Type	Facility	Theater	Reception	Banquet	Unique/Historic Venue	Other Event/Meeting Rooms	Full Stage Available	Dance Floor Available	On-site Accommodations	Lighting Equipment	Sound Equipment	Projection Equipment	Equipment Available for Rent	Internet/Wi-fi	Alcohol Permited	On-site Catering	Outside Catering Allowed	Total
Hotel	Hilton Arlington - Shamrock	50	50	30		■			■		■	■	■	■	■	■		8
Hotel	Hilton Arlington - Bonneville	40	30	30		■	■	■	■		■	■	■	■	■	■		10
Hotel	Hilton Arlington - Cimarron	40	30	30		■			■		■	■	■	■	■	■		8
Hotel	Hilton Arlington - Delta	40	30	30		■			■		■	■	■	■	■	■		8
Hotel	Hilton Arlington - Deville	40	30	30		■			■		■	■	■	■	■	■		8
Hotel	Hilton Arlington - El Dorado	40	30	30		■			■		■	■	■	■	■	■		8
Hotel	Hilton Arlington - Fleetwood	40	30	30		■			■		■	■	■	■	■	■		8
Hotel	Hilton Arlington - Regal	40	30	30		■			■		■	■	■	■	■	■		8
Hotel	Hilton Arlington - Century Board Room	-	8	-		■			■		■	■	■	■	■	■		8
Wedding + Event	**The Oasis Ballroom - Sahara Room**	**450**	**500**	**400**	■	■	■	■		■	■	■	■	■	■	■		11
Wedding + Event	The Oasis Ballroom - Arabian Room	350	350	300	■	■	■	■		■	■	■	■	■	■	■		11
Wedding + Event	The Oasis Ballroom - Mojave Room	100	100	80	■	■	■	■		■	■	■	■	■	■	■		11
Wedding + Event	**Grand Hall at NRH Centre - Ballroom**	**450**	**450**	**325**		■	■	■		■	■	■		■	■	■		9
Wedding + Event	Grand Hall at NRH Centre - Terrace	-	75	-		■					■	■		■	■	■		6
Entertainment	**Palace Arts Center - Palace Theater**	**435**	**400**	**-**	■	■	■			■	■	■		■		■	■	9
Entertainment	Palace Arts Center - Lancaster Theater	200	200	160	■	■	■			■	■	■		■	■	■	■	10
Winery	**Delaney Vineyards**	**-**	**400**	**350**	■			■			■				■	■		5
Wedding + Event	**Knights of Columbus - Arlington**	**-**	**400**	**250**			■				■	■		■	■		■	6
Wedding + Event	**Nash Farm**	**-**	**400**	**-**	■			■		■	■			■	■		■	7
Hotel	**DoubleTree by Hilton Arlington DFW South - Bluebonnet Ballroom**	**400**	**400**	**300**		■			■		■	■	■	■	■	■		8
Hotel	DoubleTree by Hilton Arlington DFW South - Ballroom C	150	150	100		■			■		■	■	■	■	■	■		8
Hotel	DoubleTree by Hilton Arlington DFW South - Ballroom B	75	75	100		■			■		■	■	■	■	■	■		8
Hotel	DoubleTree by Hilton Arlington DFW South - Event Room	60	60	40		■			■		■	■	■	■	■	■		8
Hotel	DoubleTree by Hilton Arlington DFW South - BlueBonnet D	30	30	20		■			■		■	■	■	■	■	■		8
Hotel	DoubleTree by Hilton Arlington DFW South - Ballroom A	25	25	60		■			■		■	■	■	■	■	■		8
Hotel	DoubleTree by Hilton Arlington DFW South - Longhorn Board Room	-	12	-		■			■				■	■	■	■		6
Wedding + Event	**Texas Star Golf Course + Conference Center - Grande Suite**	**-**	**325**	**-**	■	■		■		■	■	■	■	■	■	■		10
Wedding + Event	Texas Star Golf Course + Conference Center - Tejas Suite	-	80	-	■	■		■		■	■	■	■	■	■	■		10
Wedding + Event	Texas Star Golf Course + Conference Center - San Jacinto Suite	-	40	-	■	■		■		■	■	■	■	■	■	■		10
Wedding + Event	Texas Star Golf Course + Conference Center - Brazos Suite	-	40	-	■	■		■		■	■	■	■	■	■	■		10
Wedding + Event	Texas Star Golf Course + Conference Center - Alamo Suite	-	40	-	■	■		■		■	■	■	■	■	■	■		10
Wedding + Event	Texas Star Golf Course + Conference Center - Garden Room	-	35	-	■	■		■		■	■	■	■	■	■	■		10
Meeting + Business	**Bedford Public Library - North + South Rooms**	**162**	**324**	**108**		■				■	■	■	■	■			■	**7**
Meeting + Business	Bedford Public Library - Bonnie Finn Conference Room	-	20	-		■						■		■				3
Wedding + Event	**Colleyville Center**	**300**	**300**	**200**			■	■			■				■		■	5
Wedding + Event	**Aristide - Grand Ballroom**	**-**	**275**	**-**	■	■		■		■	■			■	■	■		8
Wedding + Event	Aristide - Village Ballroom	-	150	-	■	■		■		■	■			■	■	■		8
Hotel	**Holiday Inn Arlington NE - Rangers Ballpark**	**266**	**250**	**120**					■		■	■	■	■	■	■		
Winery	**Cross Timbers Winery**	**-**	**250**	**250**	■			■			■	■		■	■			6
Wedding + Event	**Bedford City Hall**	**200**	**250**	**180**				■			■	■			■		■	5
Wedding + Event	**Joyce + Olivia's Petite Fete**	**175**	**250**	**180**				■		■	■	■		■	■	■		7
Meeting + Business	**Bedford Hall Rental**	**250**	**250**	**180**				■			■	■			■		■	5
Wedding + Event	**Etage Event Arlington**	**250**	**250**	**180**			■	■		■	■	■			■			6
Meeting + Business	**Bedford Hall Rental**	**250**	**250**	**180**				■			■	■			■		■	5
Wedding + Event	**Etage Event Arlington**	**250**	**250**	**180**			■	■		■	■	■			■			6
Meeting + Business	**Pat May Center***	**250**	**250**	**175**							■	■	■	■				4
Wedding + Event	**Noah's Event Venue**	**250**	**250**	**200**	■		■			■	■	■	■	■	■		■	9
Hotel	**Holiday Inn Dallas DFW Airport Area West - Lonestar Ballroom**	**150**	**244**	**160**		■			■		■	■		■	■	■		7
Hotel	Holiday Inn Dallas DFW Airport Area West - Longhorn Meeting Room 2	50	65	32		■			■		■	■		■	■	■		7
Hotel	Holiday Inn Dallas DFW Airport Area West - Longhorn Meeting Room 4	50	65	32		■			■		■	■		■	■	■		7
Hotel	Holiday Inn Dallas DFW Airport Area West - Longhorn Meeting Room 1	30	20	15		■			■		■	■		■	■	■		7
Meeting + Business	**Brookside Convention Center**	**-**	**234**	**-**							■	■		■			■	4
Wedding + Event	**Feragne Villa Event Venue**		**220**															0
Meeting + Business	**Euless Public Library**	**188**	**188**	**112**							■	■		■			■	4
Wedding + Event	**Hidden Pines Chapel Hurst**	**-**	**180**	**-**	■			■			■			■	■	■		6
Wedding + Event	**Sky Creek Ranch Golf Club**	**-**	**180**	**-**				■			■	■	■	■	■	■		7
Wedding + Event	**Hidden Pines Chapel Hurst**	**-**	**180**	**-**	■			■			■			■	■	■		6
Winery	**Sloan + Williams - Location 1**	**-**	**175**	**-**	■	■					■				■	■	■	6
Winery	Sloan + Williams - Location 2	-	50	-	■	■					■				■	■	■	6
Wedding + Event	**The Golf Club Fossil Creek - Palmer Ballroom**	**-**	**170**	**-**		■					■	■		■	■	■		6
Wedding + Event	The Golf Club Fossil Creek - Fossil Room	-	40	-		■					■			■	■	■		6
Wedding + Event	The Golf Club Fossil Creek - Stoneglen Boardroom	-	12	-		■						■		■	■	■		5

Bedford, TX: Meeting + Event Facilities Inventory

Meeting and event facilities within 10 miles of Boys Ranch Park

		Capacities			Attributes													
Type	Facility	Theater	Reception	Banquet	Unique/Historic Venue	Other Event/Meeting Rooms	Full Stage Available	Dance Floor Available	On-site Accommodations	Lighting Equipment	Sound Equipment	Projection Equipment	Equipment Available for Rent	Internet/Wi-fi	Alcohol Permited	On-site Catering	Outside Catering Allowed	Total
Meeting + Business	**Old Bedford Public Library**	**-**	**150**	**-**										■				**1**
Wedding + Event	**Old Bedford School**	**150**	**150**	**-**	■	■	■				■	■			■		■	7
Wedding + Event	**A Touch Of Paris Art Studio + Private Events**	**-**	**150**	**50**	■						■				■	■	■	5
Entertainment	**Main Event Entertainment**	**-**	**125**	**125**	■						■	■		■	■	■		6
Meeting + Business	**North Richland Hills Library - Community Room**	**-**	**125**	**-**		■					■	■		■				4
Meeting + Business	North Richland Hills Library - Board Room	-	35	-		■					■	■		■				4
Wedding + Event	**Timarron Country Club**	**-**	**120**	**-**				■			■	■	■		■	■		6
Restaurant/Bar	**Tap-In Grill + Pub**	**-**	**120**	**-**											■	■		2
Hotel	**Hilton Garden Inn DFW North Grapevine - Sonoma**	**180**	**110**	**110**		■			■	■	■	■	■	■	■	■		9
Hotel	Hilton Garden Inn DFW North Grapevine - Vineyard	-	10	-		■			■			■	■	■	■	■		7
Wedding + Event	**Harley Davidson's - Room A**	**-**	**100**	**-**	■	■					■	■		■	■		■	**7**
Wedding + Event	Harley Davidson's - Room B	-	50	-	■	■					■	■		■	■		■	7
Wedding + Event	**Idida Celebrations**	**100**	**100**	**75**			■	■			■						■	4
Wedding + Event	**Great American West Gallery**	**-**	**100**	**64**	■						■	■			■		■	5
Hotel	**Thyryv Hotel and Conference Center - Auditorium**	**-**	**100**	**-**		■			■	■	■	■	■	■	■			8
Hotel	Thyryv Hotel and Conference Center - E 208	-	50	-		■			■		■	■	■	■	■			7
Hotel	Thyryv Hotel and Conference Center - E 215	-	50	-		■			■		■	■	■	■	■			7
Hotel	Thyryv Hotel and Conference Center - E 221	-	48	-		■			■		■	■	■	■	■			7
Hotel	Thyryv Hotel and Conference Center - E 207	-	45	-		■			■		■	■	■	■	■			7
Hotel	Thyryv Hotel and Conference Center - E 216	-	45	-		■			■		■	■	■	■	■			7
Hotel	Thyryv Hotel and Conference Center - D 242	-	45	-		■			■		■	■	■	■	■			7
Hotel	Thyryv Hotel and Conference Center - D 337	-	45	-		■			■		■	■	■	■	■			7
Hotel	Thyryv Hotel and Conference Center - D-100	-	30	-		■			■		■	■	■	■	■			7
Hotel	Thyryv Hotel and Conference Center - D 240	-	30	-		■			■		■	■	■	■	■			7
Hotel	Thyryv Hotel and Conference Center - D 241	-	30	-		■			■		■	■	■	■	■			7
Hotel	Thyryv Hotel and Conference Center - D 335	-	30	-		■			■		■	■	■	■	■			7
Hotel	Thyryv Hotel and Conference Center - D 336	-	30	-		■			■		■	■	■	■	■			7
Winery	**Messina HOF - Messina HOF Room**	**-**	**90**	**64**	■	■		■			■	■		■	■	■	■	9
Winery	Messina HOF - Wallis Room	-	50	24	■	■		■			■	■		■	■	■	■	9
Wedding + Event	**The Sanford House Inn + Spa - Restaurant 506**	**-**	**80**	**60**	■	■			■					■	■	■		6
Wedding + Event	The Sanford House Inn + Spa - Renoir Room	-	75	50	■	■			■					■	■	■		6
Hotel	**Hampton Inn & Suites Dallas-DFW - Ballroom**	**80**	**80**	**75**		■					■	■	■	■	■			6
Hotel	Hampton Inn & Suites Dallas-DFW - Board Room	-	12	-		■					■	■	■	■	■			6
Hotel	**La Quinta Inn + Suites DFW Airport South - Meeting Room**	**-**	**70**	**-**					■		■	■		■				4
Hotel	**La Quinta Inn + Suites DFW Airport North - Meeting Room 1**	**-**	**62**	**-**		■			■		■	■		■	■	■		7
Hotel	La Quinta Inn + Suites DFW Airport North - Meeting Room 2	-	62	-		■			■		■	■		■	■	■		7
Winery	**Grapevine Springs Winery**	**40**	**60**	**24**	■									■	■	■		4
Wedding + Event	**Simmons Center**	**-**	**60**	**-**							■			■			■	3
Meeting + Business	**Euless Family Life Center - Activity Room #5**	**60**	**60**	**40**		■					■	■		■				4
Meeting + Business	Euless Family Life Center - Activity Room #1	40	40	40		■					■	■		■				4
Hotel	**Comfort Inn Grapevine**	**50**	**54**	**50**					■			■		■				3
Winery	**Homestead Winery + Tasting Room**	**-**	**50**	**30**	■									■	■			3
Hotel	**La Quinta Inn + Suites DFW Airport West (Euless)- Meeting Room**	**-**	**50**	**-**					■			■		■				3
Hotel	**La Quinta Inn + Suites DFW Airport West (Bedford)- Meeting Room**	**-**	**50**	**-**					■			■		■				3
Wedding + Event	**Art in the Vine**	**-**	**50**	**-**										■	■			2
Hotel	**Homewood Suites by Hilton Ft. Worth-Bedford - Gallery I**	**40**	**40**	**40**		■			■		■	■		■	■	■		7
Hotel	Homewood Suites by Hilton Ft. Worth-Bedford - Gallery II	**20**	**20**	**18**		■			■		■	■		■	■	■		7
Hotel	Homewood Suites by Hilton Ft. Worth-Bedford - Board Room	**-**	**10**	**-**		■			■						■	■		4
Meeting + Business	**Recreation Center - Red Meeting Room**	**-**	**35**	**-**		■					■			■				3
Meeting + Business	Recreation Center - Yellow Meeting Room	-	35	-		■					■			■				3
Meeting + Business	Recreation Center - Green Meeting Room	-	35	-		■					■			■				3
Meeting + Business	**Davinci Meeting Room - Board Room**	**-**	**10**	**-**		■						■		■				3
Meeting + Business	Davinci Meeting Room - Conference Room 1	-	8	-		■						■		■				3
Meeting + Business	Davinci Meeting Room - Conference Room 2	-	8	-		■						■		■				3
Meeting + Business	**Texan Trail Executive Center - Large Meeting Room**		**10**			■						■		■				3
Meeting + Business	Texan Trail Executive Center - Small Meeting Room 1		8			■						■		■				3
Meeting + Business	Texan Trail Executive Center - Small Meeting Room 2		8			■						■		■				3
	**Capacities and/or features are estimated.*				13%	87%	16%	21%	70%	14%	92%	91%	75%	93%	90%	78%	11%	

AGENDA

webb

management
services
incorporated

webbmgmt.org

AGENDA

Council Agenda Background

PRESENTER: Roger Fisher, Councilmember **DATE:** 06/11/19

Council Request

ITEM:

Discussion regarding outdoor warning system.

City Attorney Review: N/A

DISCUSSION:

Councilmember Fisher requested this item be placed on the agenda for discussion.

ATTACHMENTS:

Letter of Request

AGENDA

Jacobs, Amanda

From: Wells, Michael
Sent: Wednesday, June 5, 2019 11:41 AM
To: Jacobs, Amanda
Subject: Fwd: Agenda item

Sincerely,

Michael Wells
City Secretary
City of Bedford

Sent from my Sprint Samsung Galaxy S9+.

-------- Original message --------
From: Roger Fisher II [redacted]
Date: 6/5/19 11:30 AM (GMT-06:00)
To: "Wells, Michael" <Michael.Wells@bedfordtx.gov>
Subject: Agenda item

EXTERNAL SENDER

Discussion regarding outdoor warning system.

All the best

Roger
Sent from my iPhone please excuse any typographical errors.