

City of Rockwall, Texas

Date: 2-22-88

APPLICATION AND
PRELIMINARY PLAT CHECKLIST

Name of Proposed Subdivision ROCKWALL HARBOR

Name of Subdivider ROCKWALL HARBOR CORP. I

Address 2804 RIDGE RD ROCKWALL TX Phone 771-5238

Owner of Record SAMES AS ABOVE

Address _____ Phone _____

Name of Land Planner/Surveyor/Engineer [Signature]

Address P.O. Box 28355 Dallas 75228 Phone 328-8133

Total Acreage 0.4559 Current Zoning PD-7

No. of Lots/Units 1.0 Signed [Signature]

The following Preliminary Plat Checklist is a summary of the requirements listed under Section VII of the Rockwall Subdivision Ordinance. Section VII should be reviewed and followed when preparing a Preliminary Plat. The following checklist is intended only as a reminder and a guide for those requirements. Use the space at the left to verify the completeness of the information you are submitting. If an item is not applicable to your plan, indicate by placing a check mark.

INFORMATION

Provided or
Shown on Plat

Not
Applicable

I. General Information

A. Vicinity map

B. Subdivision Name

C. Name of record owner, subdivider,
land planner/engineer

D. Date of plat preparation, scale and
north point

II. Subject Property

A. Subdivision boundary lines

B. Identification of each lot and block
by number or letter

✓

✓

✓

✓

✓

✓

1000

✓

✓

File No. _____

Fee: _____

Receipt: _____

SITE PLAN APPLICATIONDate 2-22-88NAME OF PROPOSED DEVELOPMENT Rockwall Harbor Lot 1, Block ANAME OF PROPERTY OWNER/DEVELOPER Rockwall Harbor Corporation IADDRESS P.O. Box 369, Rockwall, TX PHONE 771-5238NAME OF LAND PLANNER/ENGINEER Ross Ramsay, Harold EvansADDRESS 1101 Ridge Rd Rockwall, TX PHONE 771-1030TOTAL ACREAGE .4559CURRENT ZONING PDNUMBER OF LOTS/UNITS 1SIGNED [Signature]

Following is a checklist of items that may be required as a part of the site plan. In addition, other information may be required if it is necessary for an adequate review of a specific development proposal. All information should be provided on a scaled drawing generally not exceeding 18" x 24".

<u>Provided or Shown</u> <u>On Site Plan</u>	<u>Not</u> <u>Applicable</u>
---	---------------------------------

<u>✓</u>	<u> </u>
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1. Total lot or site area - if the site is part of a larger tract include a key map showing entire tract and location of site being planned

<u>✓</u>	<u> </u>
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2. Location, dimensions, and size of all existing and planned structures on the subject property and approximate locations of structures on adjoining property within 100 ft.

<u> </u>	<u> </u>
---------------	---------------

3. Location and type of landscaping, lighting, fencing and/or screening of yards and setback areas

<u> </u>	<u> </u>
---------------	---------------

4. Calculation of landscaped area provided

<u> </u>	<u> </u>
---------------	---------------

5. Location and dimensions of ingress and egress

- | | | |
|-------|-------|--|
| _____ | _____ | 6. <u>Location</u> , <u>number</u> and <u>dimensions</u> of off-street parking and loading facilities |
| _____ | _____ | 7. <u>Height</u> of all structures |
| _____ | _____ | 8. <u>Proposed uses</u> of all structures |
| _____ | _____ | 9. <u>Location</u> and <u>types</u> of all signs, including lighting and heights |
| _____ | _____ | 10. <u>Elevation</u> <u>drawings</u> citing proposed exterior finish materials and proposed structural materials |
| _____ | _____ | 11. <u>Location</u> and <u>screening</u> of trash facilities |
| _____ | _____ | 12. <u>Location</u> of nearest fire hydrant within 500 ft. |
| _____ | _____ | 13. Street names on proposed streets |
| _____ | _____ | 14. The following additional information: |

If the site plan is required as a preliminary or development plan under a Planned Development Zoning Classification, the attached applicable items specified for preliminary plans or development plans must be included.

Taken by _____

File No. _____

Date _____

Fee _____

²The legal description is used to publish the notice of the required hearing and in the preparation of the final ordinance granting the Conditional Use Permit. The description must be sufficient so as to allow a qualified surveyor to take the description and locate and mark off the tract on the ground. Each applicant should protect himself by having a surveyor or his attorney approve his legal description. Failure to do so by the applicant may result in delay in passage of the final ordinance or the ordinance being declared invalid at some later date because of an insufficient legal description.

APPLICATION FOR CONDITIONAL USE PERMIT

Date Submitted 2-22-88

Applicant Rockwall Harbor Corporation I

Phone No. 771-5238

Rockwell TX 75087

Owner _____ Tenant¹ _____ Prospective Purchaser ☒ 1 _____

Legal description of property for which Conditional Use Permit is requested (if additional space is needed, the description may be typed legibly on a separate sheet and attached hereto:)²

I hereby request that a Conditional Use Permit be issued for the above described property for: *Private club*

line The current zoning on this property is PD.
There ^{spad}are/are not ^{spad} deed restrictions pertaining to the intended use
of this property.

I have attached hereto as Exhibit A a plat showing the property which is the subject of this requested Conditional Use Permit and have read the following note concerning the importance of my submitting to the City a sufficient legal description.

1. If the applicant is someone other than the owner, written acknowledgement by the owner of the request must also be submitted.

CITY OF ROCKWALL
205 West Rusk
Rockwall, Texas

APPLICATION FOR ZONING CHANGE

Case No. 88-14-CUP/DP/PP Filing Fee \$1330⁰⁰ Date 2-22-88
Applicant Rockwall Harbor Corporation I Phone 771-5238
~~Rockwall Harbor Corporation I~~
Mailing Address _____

LEGAL DESCRIPTION OF PROPERTY SOUGHT TO BE REZONED: (if additional space is needed for description, the description may be put on a separate sheet and attached hereto.)

(See Attached)

I hereby request that the above described property be changed from its present zoning which is _____

_____ District Classification
to _____ District Classification
for the following reasons: (attach separate sheet if necessary)

There (Are) deed restrictions pertaining to the intended use of the property.
(Are Not)

Status of Applicant: Owner _____ Tenant _____ Prospective Purchaser _____

I have attached hereto as Exhibit "A" a plat showing the property which is the subject of this requested zoning change and have read the following note concerning the importance of my submitting to the City a sufficient legal description.

Signed _____

NOTE: The legal description is used to publish notice of the required hearing and in the preparation of the final ordinance granting the zoning change. The description must be sufficient so as to allow a qualified surveyor to take the description and locate and mark off the tract on the ground. Each applicant should protect himself by having a surveyor or his attorney approve his legal description. Failure to do so by the applicant may result in delay in passage of the final ordinance or the ordinance being declared invalid at some later date because of an insufficient legal description.

(The following Certificate may be used by the applicant to give notice to the City of the sufficiency of the legal description, however, the same is not a requirement of the Application.)

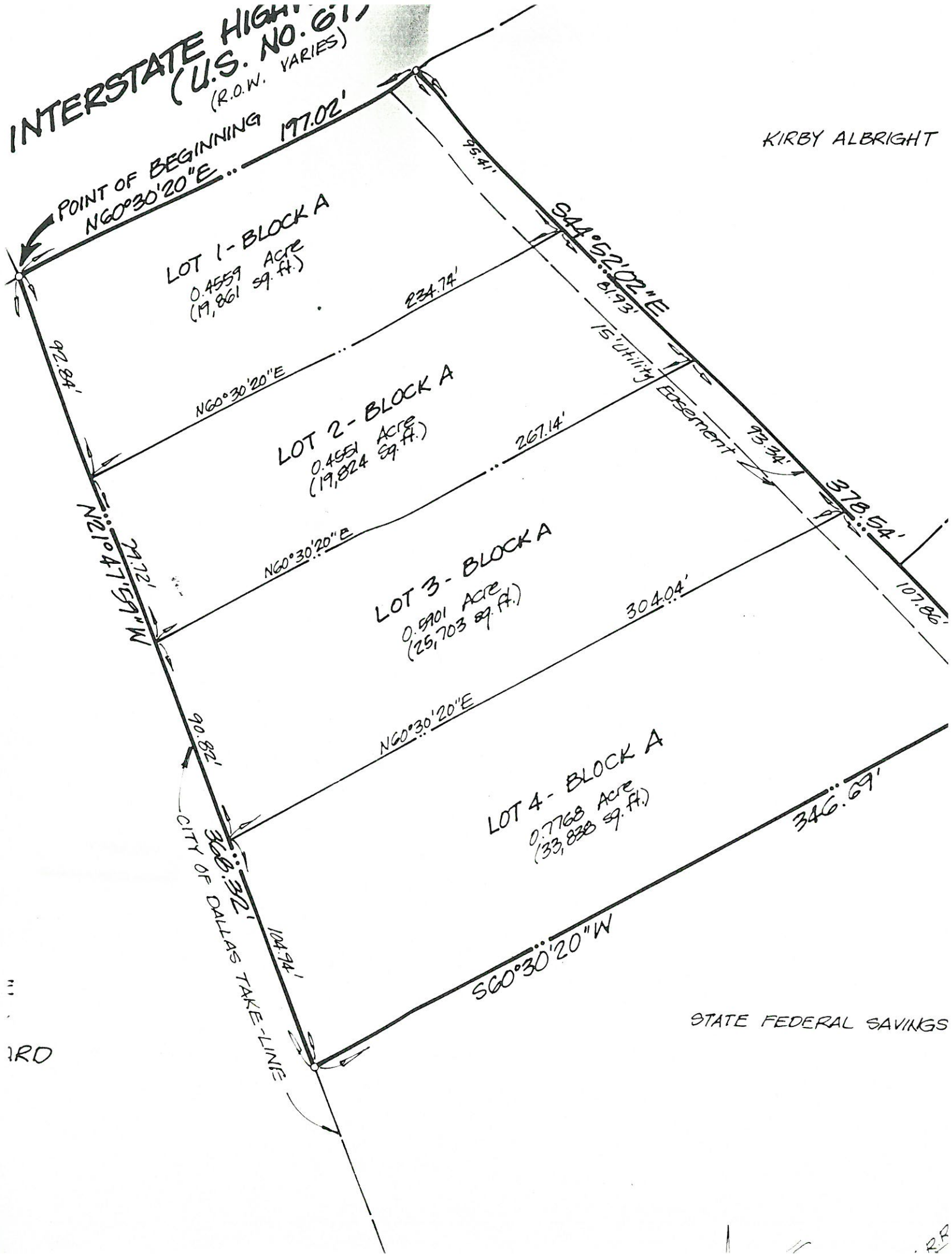
CERTIFICATE

I hereby certify that I have checked the legal description of the property described in this Application and the same describes the tract of land shown on the Plat attached hereto as Exhibit "A" and said description is sufficient to allow qualified surveyor to locate and mark off said tract on the ground.

Surveyor or Attorney for Applicant
(Mark out one)

INTERSTATE HIGHWAY
(U.S. NO. 61)
(R.O.W. VARIES)

KIRBY ALBRIGHT



STATE FEDERAL SAVINGS

IRD

RR

PLAT REVIEW

☒ Preliminary Plat☐ Final PlatName of Proposed Subdivision Rockwell HarborLocation of Proposed Subdivision I-30 south service roadName of Subdivider Bob Whittle

Date Submitted _____ Date of Review _____

Total Acreage _____ No. of Lots _____

Review Checklist

	<u>Yes</u>	<u>No</u>	<u>N/A</u>
1. Was the proper application submitted? (Attach Copy)	_____	_____	_____
2. Were the proper number of copies submitted?	_____	_____	_____
3. Is scale 1" = 100' (Specify scale if different) Scale = <u>1=50</u>	_____	☒	_____
4. Is the subdivision name acceptable?	☒	_____	_____
5. Comments:			

Planning and Zoning

1. What is the proposed use? Restaurant
 2. What is the proposed density? NA
 3. What is the existing zoning? PD for "C"
- | | <u>Yes</u> | <u>No</u> | <u>N/A</u> |
|---|---------------|---------------|---------------|
| 4. Is the plan zoned properly?
<i>a CUP has been requested to date</i> | <u>✓</u> | <u> </u> | <u> </u> |
| 5. Does the use conform to the Land Use Plan? | <u>✓</u> | <u> </u> | <u> </u> |
| 6. Is this tract taken out of a larger tract | <u>✓</u> | <u> </u> | <u> </u> |
| 7. Will the development landlock another property?
<i>only if access points are provided</i> | <u> </u> | <u>✓</u> | <u> </u> |
| 8. Is this project subject to the provisions of the Concept Plan Ordinance? | <u> </u> | <u>✓</u> | <u> </u> |
| 9. Has a Concept Plan been been Provided and Approved | <u>✓</u> | <u> </u> | <u> </u> |
| 10. Does the plan conform to the Master Park Plan? | <u> </u> | <u>✓</u> | <u>✓</u> |
| 11. Does plan conform to the Comprehensive Zoning Ordinance or approved PD Ordinance? | | | |
| a. Lot Size <i>less than 1 acre</i> | <u> </u> | <u>✓</u> | <u> </u> |
| b. Building Line <i>needs 15' side setback</i> | <u> </u> | <u>✓</u> | <u> </u> |
| c. Parking <i>is 7 spaces shy</i> | <u> </u> | <u>✓</u> | <u> </u> |
| d. Buffering | <u> </u> | <u> </u> | <u>✓</u> |
| e. Site Plan | <u>✓</u> | <u> </u> | <u> </u> |
| f. Other | <u> </u> | <u> </u> | <u> </u> |
| 12. Has the City Planner reviewed and commented on the plan?
(If so, attach copy of Review) | <u> </u> | <u>✓</u> | <u> </u> |

13. Does the plan exhibit good planning in general layout, access, and vehicular and pedestrian circulation? ✓

14. Comments:

circulation within the parking lot must occur on the public road - there is no internal circulation - not with phase 1

Yes No N/A

Engineering

1. Streets and Traffic

- | | | | |
|---|-----------------------------------|-----------------------------------|-----------------------------------|
| a. Does the plan conform to the Master Thoroughfare Plan? | <u> ✓ </u> | <u> </u> | <u> </u> |
| b. Is adequate right-of-way provided for any major thoroughfares or collectors? | <u> ✓ </u> | <u> </u> | <u> </u> |
| c. Is any additional right-of-way provided for all streets and alleys? | <u> </u> | <u> ✓ </u> | <u> </u> |
| d. Is any additional right-of-way required? | <u> </u> | <u> ✓ </u> | <u> </u> |
| e. Is there adequate road access to the proposed project? <i>the road is very substandard</i> | <u> ✓ </u> | <u> </u> | <u> </u> |
| f. Will escrowing of funds or construction of sub-standard roads be required? | <u> </u> | <u> ✓ </u> | <u> </u> |
| g. Do proposed streets and alleys align with adjacent right-of-way? | <u> </u> | <u> </u> | <u> ✓ </u> |
| h. Do the streets and alleys conform to City regulations and specifications? | <u> </u> | <u> </u> | <u> ✓ </u> |

i. Are the street names acceptable?

_____✓

j. Is a traffic analysis needed?

_____✓

k. Comments:

2. Utilities

a. Does the Plan conform to the Master Utility Plan?

b. Are all lines sized adequately to handle development?

1. Water

2. Sewer

c. Is additional line size needed to handle future development?

1. Water

2. Sewer

d. Is there adequate capacity in sewer outfall mains, treatment plants and water transmission lines to handle the proposed development?

e. Are all necessary easements provided?

f. Do all easements have adequate access?

g. Are any off site easements required?

h. Have all appropriate agencies reviewed and approved plans?

1. Electric

2. Gas

3. Telephone

4. Cable

i. Does the drainage conform to City regulations and specifications?

j. Do the water and sewer plans conform to City regulations and specifications?

k. Is there adequate fire protection existing or planned?

l. Comments:

General Requirements

1. Has the City Engineer reviewed and approved the plan?

2. Does the final plat conform to the City's Flood Plain Regulations?

3. Does the final plat conform to the preliminary plat as approved?

4. Staff Comments:

Time Spent on Review

<u>Name</u>	<u>Date</u>	<u>Time Spent (hours)</u>
<u>Julie Cook</u>	<u></u>	<u>30 min</u>
<u></u>	<u></u>	<u></u>
<u></u>	<u></u>	<u></u>
<u></u>	<u></u>	<u></u>

205 West Rusk

CITY OF ROCKWALL
"THE NEW HORIZON"
Rockwall, Texas 75087-3628

Nº 8190

(214) 722-1111
Metro 226-7885

Cash Receipt

Name.

Date _____

Mailing Address_

Job Address

Permit No.

Check ☒

Cash ☐Other ☐

General Fund Revenue 01			W & S Fund Revenue 02		
DESCRIPTION	Acct. Code	Amount	DESCRIPTION	Acct. Code	Amount
General Sales Tax	00-00-3201		RCH	00-00-3211	
Beverage Tax	00-00-3204		Blackland	00-00-3214	
Building Permit	00-00-3601		Water Tap	00-00-3311	
Fence Permit	00-00-3602		10% Fee	00-00-3311	
Electrical Permit	00-00-3604		Sewer Tap	00-00-3314	
Plumbing Permit	00-00-3607		Reconnect Fees	00-00-3318	
Mechanical Permit	00-00-3610		Water Availability	33-00-3835	
Zoning, Planning, Board of Adj.	00-00-3616	3800	Sewer Availability	34-00-3836	
Subdivision Plats	00-00-3619		Meter Deposit	00-00-2201	
Sign Permits	00-00-3628		Portable Meter Deposit	00-00-2202	
Health Permits	00-00-3631		Misc. Income	00-00-3819	
Garage Sales	00-00-3625		Extra Trash	00-00-1129	
Misc. Permits	00-00-3625		Check Charge	00-00-3819	
Misc. License	00-00-3613		NSF Check	00-00-1128	
Misc. Income	00-00-3819				
Sale of Supplies	00-00-3807				
TOTAL GENERAL			TOTAL WATER		
TOTAL DUE		3800	Received by		

City of Rockwall

Planning and Zoning Applicant Receipt

Date 2/22/88

Applicant Rob Whittle Phone _____

Address _____

Development Harbor

The following items have been received on this date by the City of Rockwall Administrative Office:

☒ Site Plan Application

☒ Prel. Plat Application

☐ Final Plat Application

☐ Zone Change Application

☐ Sign Board Application

☐ Board of Adj. Application

☐ Front Yard Fence Application

☒ CUP Application

☐ () sets/site plans - Submission # _____

☒ () sets/prel. plats - Submission # _____

☐ () sets/final plats - Submission # _____

☐ () sets/executed final plats/mylars

☐ () sets/engineer drawings - Submission # _____

☐ Filing fee \$ 110.00

☐ Other _____

With this application, you are scheduled to appear before the

P+Z Commission

on March 10,

at 7:30 P.M. at City Hall, 205 W. Rusk, Rockwall,

Texas.

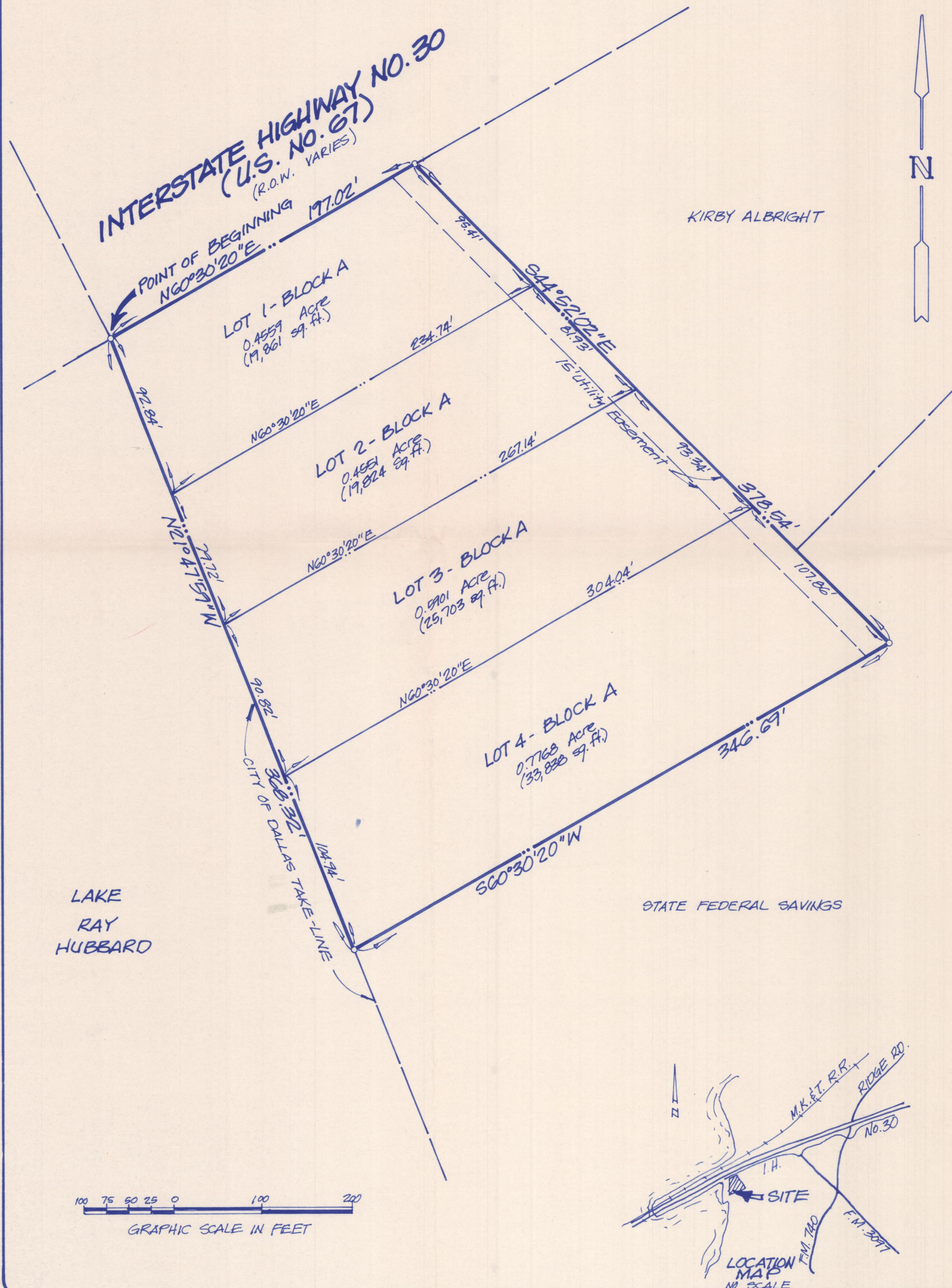
Received By: Mary Nichols

STATE OF TEXAS
COUNTY OF ROCKWALL

OWNERS CERTIFICATE

WHEREAS, *Rockwall Harbor Corp. I*, is the owner of a tract of land situated in the M.J. Barksdale Survey, Abstract No. 11, Rockwall County, Texas, and being a part of that tract of land conveyed to A.P. Roffino by deed recorded in Volume 59, Page 383, Deed Records, Rockwall County, Texas, and being more particularly described as follows:

BEGINNING at the intersection of the City of Dallas East Take Line for Lake Ray Hubbard with the South line of I.H. 30;
THENCE: North 60° 30' 20" East a distance of 197.02 feet with said South line to a point for a corner;
THENCE: South 44° 52' 02" East a distance of 378.54 feet to a point for a corner;
THENCE: South 60° 30' 20" West a distance of 346.69 feet to a point for a corner on said City of Dallas Take Line;
THENCE: North 21° 47' 59" West a distance of 368.32 feet with said Take Line to the Point of Beginning and Containing 99,226 Square Feet or 2.2779 Acres of Land.



NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS:

THAT *Rockwall Harbor Corp. I*, being owner, does hereby adopt this plat designating the hereinabove property as Rockwall Harbor Phase One, City of Rockwall, Rockwall County, Texas, and does hereby dedicate to the public use forever the streets and alleys shown thereon, and does hereby reserve the easement strips shown on this plat for the purposes stated and for the mutual use and accommodation of all utilities desiring to use or using same. Any public utility shall have the right to remove and keep removed all or part of any buildings, fences, trees, shrubs, or other growths or improvements which in any way endanger or interfere with construction, maintenance or efficiency of their respective system on any of these easement strips; and any public utility shall have the right of ingress or egress to, from and upon the said easement strips for purpose of construction, reconstruction, inspecting, patrolling, maintaining, and either adding to or removing all or part of their respective system without the necessity at any time of procuring the permission of anyone. Conveyed herewith is the right for mutual ingress and egress to and from all lots created by this plat. The City of Rockwall will not be responsible for any claims of any nature resulting from or occasioned by the establishment of grade of streets in the subdivision;

No house, dwelling unit, or other structure shall be constructed on any lot in this addition by the owner or any other person until such time as the developer has complied with all requirements of the Platting Ordinance of the City of Rockwall regarding improvements with respect to the entire block on the street or streets on which property abuts, including the actual installation of streets with the required base and paving, curb and gutter, drainage structures, storm sewers, water, sanitary sewer and alleys, all according to the specifications of the City of Rockwall;

It shall be the policy of the City of Rockwall to withhold issuing building permits until all streets, water, sewer and storm drainage systems have been accepted by the City. The approval of a plat by the City does not constitute any representation, assurance or guarantee that any building within such plat shall be approved, authorized or permit therefore issued, nor shall such approval constitute any representation, assurance or guarantee by the City of the adequacy and availability of water for personal use and fire protection within such plat, as required under Ordinance 83-54.

WITNESS MY HAND at _____, Texas, this _____ day of _____, 1988.

ROCKWALL HARBOR CORP. I

Robert S. Whittle, President

STATE OF TEXAS
COUNTY OF _____

This instrument was acknowledged before me on the _____ day of _____, 1988, by Robert S. Whittle, the President of *Rockwall Harbor Corp. I* a Texas corporation, on behalf of said corporation.

Notary Public
My Commission Expires _____

SURVEYOR'S CERTIFICATE

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS:

THAT I, Harold L. Evans, do hereby certify that I prepared this plat from an actual and accurate survey of the land, and that the corner monuments shown thereon were properly placed under my personal supervision.

Harold L. Evans, P.E., Registered Public Surveyor No. 2146

STATE OF TEXAS
COUNTY OF DALLAS

This instrument was acknowledged before me on the _____ day of _____, 1988, by Harold L. Evans.

Notary Public
My Commission Expires _____

RECOMMENDED FOR FINAL APPROVAL

City Manager

Date

APPROVED

Chairman, Planning and Zoning Commission

Date

I hereby certify that the above and foregoing plat of Rockwall Harbor Phase One, an addition to the City of Rockwall, Texas, was approved by the City Council of the City of Rockwall on the _____ day of _____, 1988.

This approval shall be invalid unless the approved plat for such addition is recorded in the office of the County Clerk of Rockwall County, Texas, within one hundred twenty (120) days from said date of final approval.

Said addition shall be subject to all the requirements of the Platting Ordinance of the City of Rockwall.

WITNESS OUR HANDS this _____ day of _____, 1988.

Mayor, City of Rockwall

City Secretary, City of Rockwall

1 of 3

HAROLD L. EVANS
CONSULTING ENGINEER

2331 GUS THOMASSON RD. SUITE 102
DALLAS, TEXAS 75228
PHONE (214) 328-8133

SCALE	DATE	JOB NO.
1"=50'	3-28-88	8723

ROCKWALL HARBOR-PHASE ONE

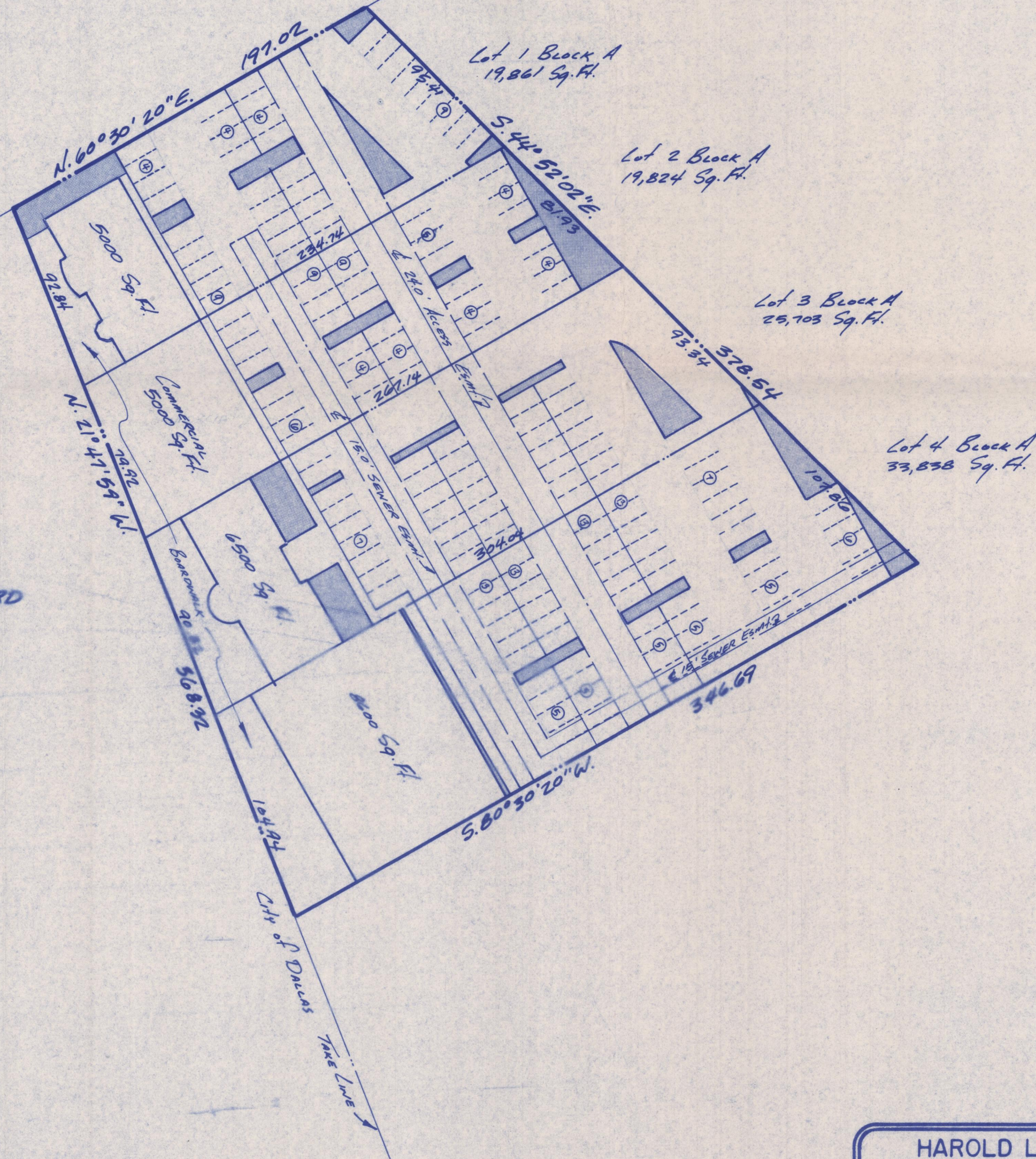
M.J. BARKSDALE SURVEY-ABSTRACT NO. 11

CITY OF ROCKWALL, ROCKWALL COUNTY, TEXAS

ROCKWALL HARBOR CORP. I ~ OWNER
2804 RIDGE ROAD ~ ROCKWALL, TEXAS 75087 TEL. 771-5236

INTERSTATE Highway No. 30
(U.S. No. 67)
(R.O.W. VARIES)

LAKE RAY HUBBARD



7810 Sq. Ft. Landscape Area

■ - DENOTES LANDSCAPE AREA

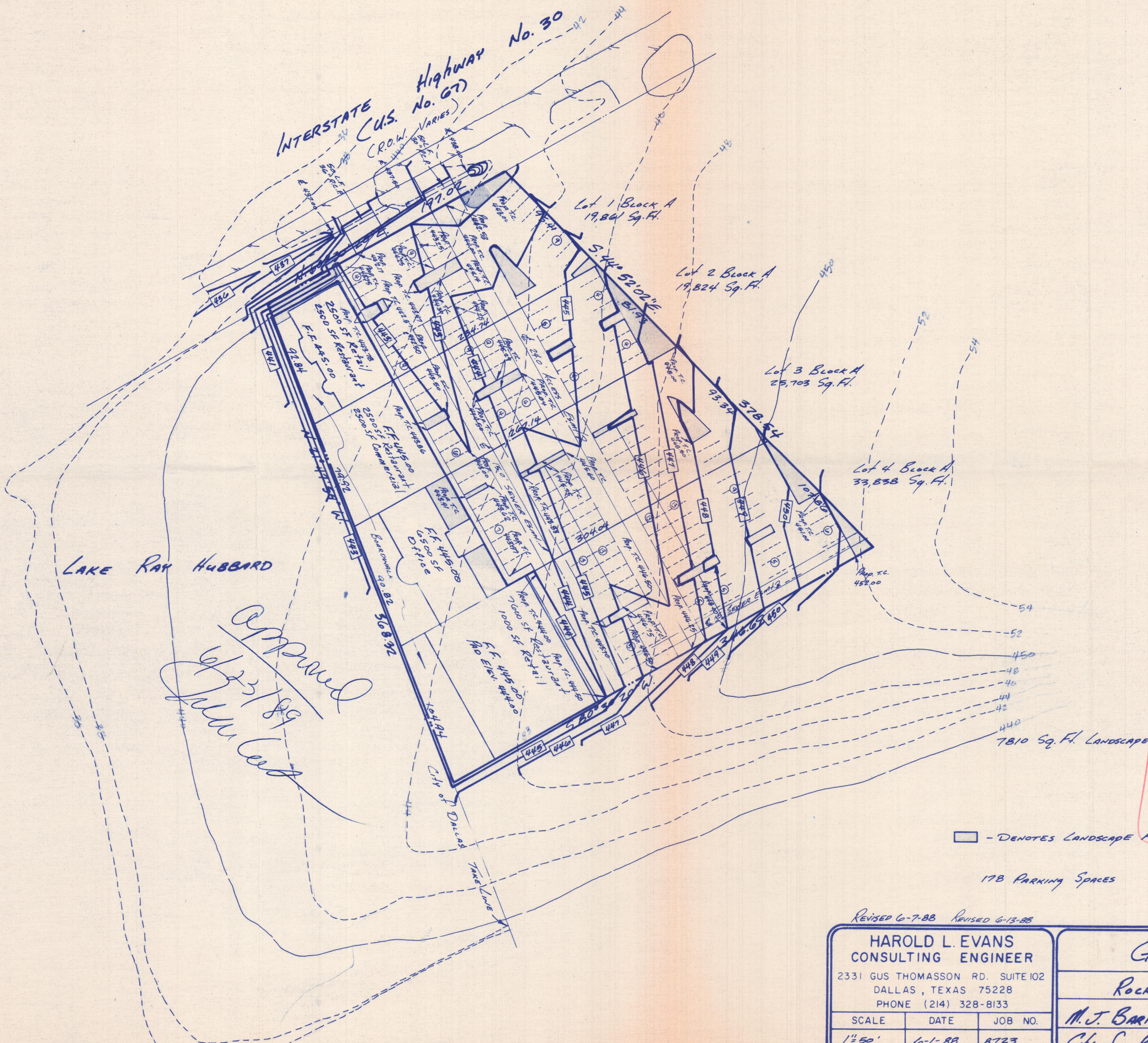
176 PARKING SPACES

GROUND COVER: ASIAN JASMINE
SHRUBS: INDIAN HAWTHORN
1 bush per 20 Sq. Ft.
TREES: MINIMUM of 4 Yaupon
HOLLIES PER BUILDING
All Areas IRRIGATED

HAROLD L. EVANS
CONSULTING ENGINEER
2331 GUS THOMASSON RD. SUITE 102
DALLAS, TEXAS 75228
PHONE (214) 328-8133

SCALE	DATE	JOB NO.
1" = 50'	5-26-88	8723

SITE PLAN
ROCKWALL HARBOR - PHASE ONE
M.J. BARKSDALE SURVEY Abstract No. 11
City of Rockwall Rockwall County, TEXAS



Revised Site Plan
for
lots 1 + 2,
the Harbor
Approved 6-23-89
only altered uses on lots
1 + 2

Ground Cover: Asian Jasmine
Shrubs: Indian Hawthorn
1 bush per 20 Sq. Ft.
Trees: Minimum of 4 Yaupon
Hollies per building
All Areas Irrigated

□ - DENOTES LANDSCAPE AREA

178 PARKING SPACES

REVISED 6-7-88 REVISED 6-13-88

HAROLD L. EVANS
CONSULTING ENGINEER
2331 GUS THOMASSON RD. SUITE 102
DALLAS, TEXAS 75228
PHONE (214) 328-8133

SCALE	DATE	JOB NO.
1"=50'	6-1-88	8723

GRADING PLAN
ROCKWALL HARBOR - PHASE ONE
M.J. BARKSDALE SURVEY Abstract No. 11
City of Rockwall Rockwall County, Texas



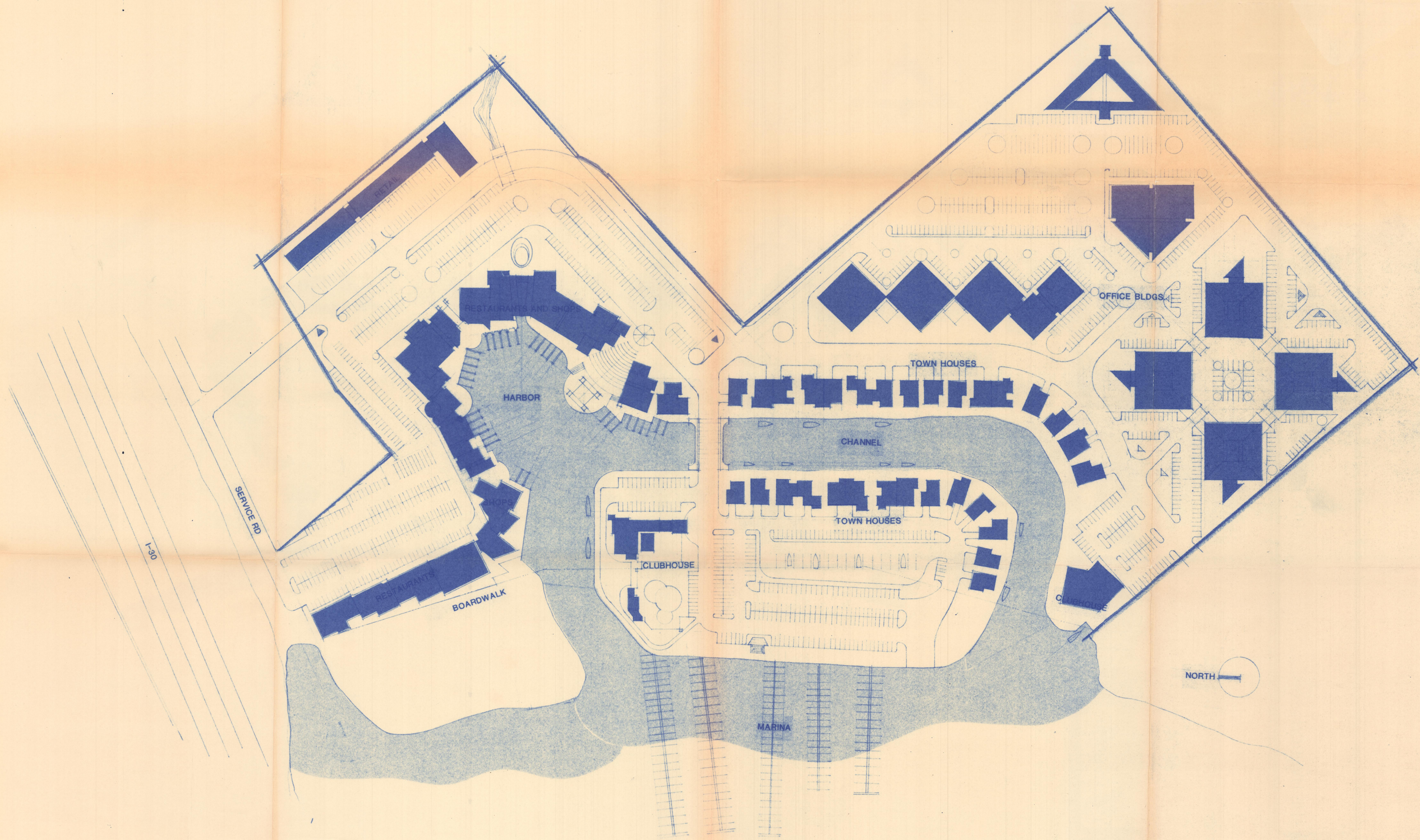
RAMSAY ARCHITECTS
ROCKWALL TEXAS

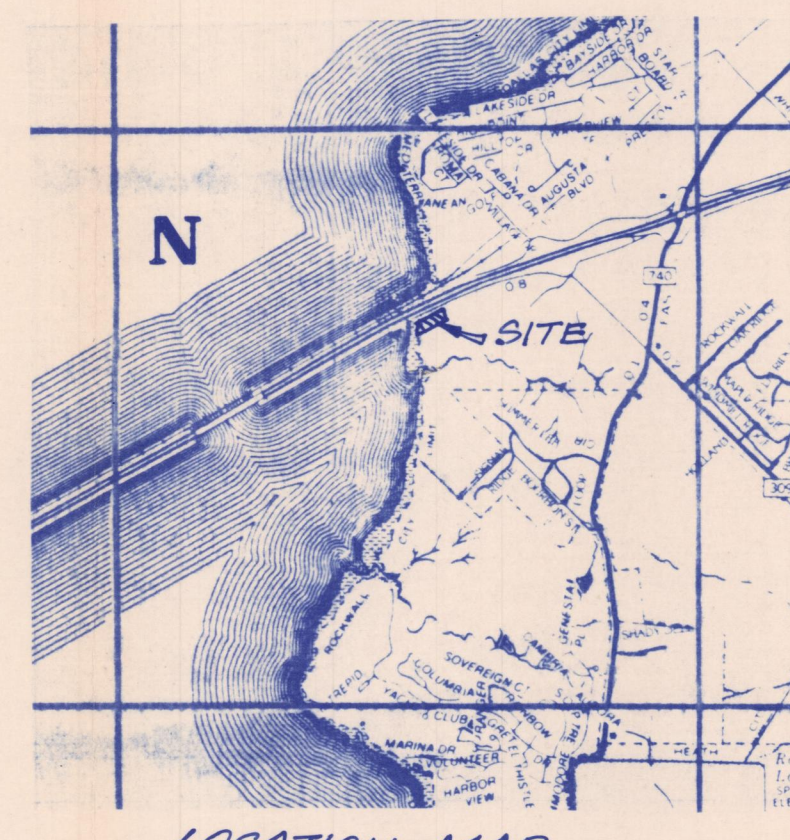
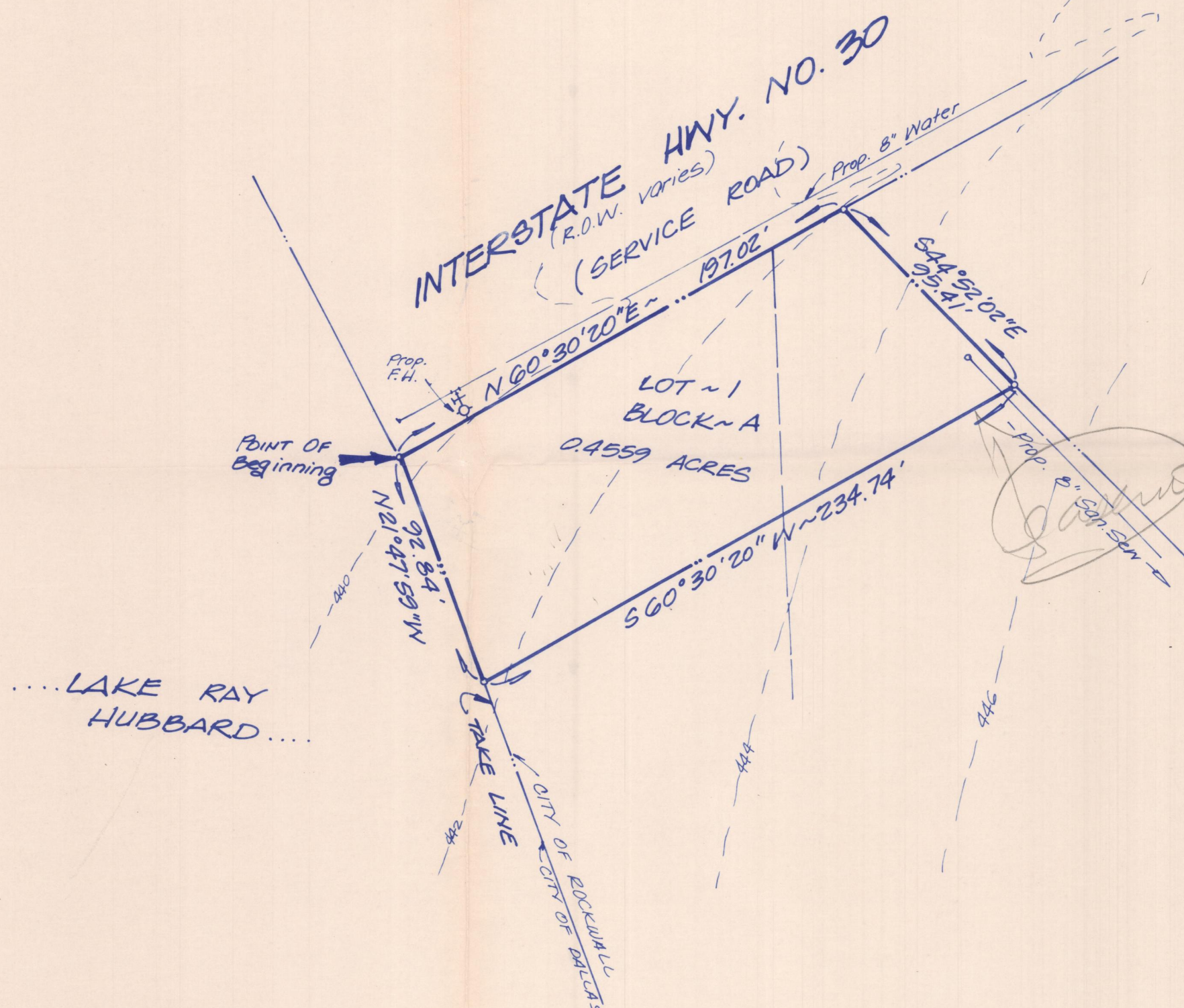
ROCKWALL

THE HARBOR

1" = 100'

10 MAR. 88





STATE OF TEXAS
COUNTY OF ROCKWALL

BEING a tract of land situated in the M.J. Barksdale Survey, Abstract No. 11, Rockwall County, Texas, and being a part of that tract of land conveyed to A.P. Roffino by deed recorded in Volume 59, Page 383, Deed Records, Rockwall County, Texas, and being more particularly described as follows:

BEGINNING at the intersection of the City of Dallas East Take Line for Lake Ray Hubbard with the South line of I.H. 30;
THENCE: North 60° 30' 20" East a distance of 197.02 feet with said South line to a point for a corner;
THENCE: South 44° 52' 02" East a distance of 95.41 feet to a point for a corner;
THENCE: South 60° 30' 20" West a distance of 234.74 feet to a point for a corner on said City of Dallas Take Line;
THENCE: North 21° 47' 59" West a distance of 92.84 feet with said Take Line to the Point of Beginning and Containing 19,861 Square Feet or 0.4559 Acres of Land.

EXISTING ZONING - PD-7
PROPOSED RESTAURANT

HAROLD L. EVANS
CONSULTING ENGINEER
2331 GUS THOMASSON RD. SUITE 102
DALLAS, TEXAS 75228
PHONE (214) 328-8133

SCALE	DATE	JOB NO.
1" = 50'	2-22-88	

ROCKWALL HARBOR
PHASE ONE
CITY OF ROCKWALL, ROCKWALL COUNTY, TEXAS
ROCKWALL HARBOR CORP. I ~ OWNER
2804 RIDGE RD. - ROCKWALL, TEXAS 75087 ~ PH 771-5238

PLAT REVIEW

☒ Preliminary Plat☐ Final PlatName of Proposed Subdivision Rockwell HarborLocation of Proposed Subdivision I-30 ramp service roadName of Subdivider Bob Whittle

Date Submitted _____ Date of Review _____

Total Acreage _____ No. of Lots _____

Review Checklist

	<u>Yes</u>	<u>No</u>	<u>N/A</u>
1. Was the proper application submitted? (Attach Copy)	_____	_____	_____
2. Were the proper number of copies submitted?	_____	_____	_____
3. Is scale 1" = 100' (Specify scale if different) Scale = <u>1=50</u>	_____	☒	_____
4. Is the subdivision name acceptable?	☒	_____	_____
5. Comments:			

Planning and Zoning

1.	What is the proposed use?	<u>Restaurant</u>		
2.	What is the proposed density?	<u>NA</u>		
3.	What is the existing zoning?	<u>PD for "C"</u>		
		<u>Yes</u>	<u>No</u>	<u>N/A</u>
4.	Is the plan zoned properly?	<u>✓</u>	<u> </u>	<u> </u>
	<i>a CUP has been requested for private club</i>			
5.	Does the use conform to the Land Use Plan?	<u>✓</u>	<u> </u>	<u> </u>
6.	Is this tract taken out of a larger tract	<u>✓</u>	<u> </u>	<u> </u>
7.	Will the development landlock another property?	<u> </u>	<u>✓</u>	<u> </u>
	<i>only if access easements are provided</i>			
8.	Is this project subject to the provisions of the Concept Plan Ordinance?	<u> </u>	<u>✓</u>	<u> </u>
9.	Has a Concept Plan been been Provided and Approved	<u>✓</u>	<u> </u>	<u> </u>
10.	Does the plan conform to the Master Park Plan?	<u> </u>	<u>✓</u>	<u>✓</u>
11.	Does plan conform to the Comprehensive Zoning Ordinance or approved PD Ordinance?			
	a. Lot Size <i>less than 1 acre</i>	<u> </u>	<u>✓</u>	<u> </u>
	b. Building Line <i>needs 15' side set back</i>	<u> </u>	<u>✓</u>	<u> </u>
	c. Parking <i>is 7 spaces shy</i>	<u> </u>	<u>✓</u>	<u> </u>
	d. Buffering	<u> </u>	<u> </u>	<u>✓</u>
	e. Site Plan	<u>✓</u>	<u> </u>	<u> </u>
	f. Other	<u> </u>	<u> </u>	<u> </u>
12.	Has the City Planner reviewed and commented on the plan? (If so, attach copy of Review)	<u> </u>	<u>✓</u>	<u> </u>

13. Does the plan exhibit good planning in general layout, access, and vehicular and pedestrian circulation? _____ ✓ _____

14. Comments:

circulation within the parking lot must occur on the public road - there is no internal circulation - not until phase 1

Yes

No

N/A

Engineering

1. Streets and Traffic

- a. Does the plan conform to the Master Thoroughfare Plan? _____ ✓ _____

- b. Is adequate right-of-way provided for any major thoroughfares or collectors? _____ ✓ _____

- c. Is any additional right-of-way provided for all streets and alleys? _____ ✓ _____

- d. Is any additional right-of-way required? _____ ✓ _____

- e. Is there adequate road access to the proposed project? *the road is very Substandard* _____ ✓ _____

- f. Will escrowing of funds or construction of sub-standard roads be required? _____ ✓ _____

- g. Do proposed streets and alleys align with adjacent right-of-way? _____ _____ ✓

- h. Do the streets and alleys conform to City regulations and specifications? _____ _____ ✓

- | | | | |
|-------------------------------------|-------|--------|--------|
| i. Are the street names acceptable? | _____ | _____ | _____✓ |
| j. Is a traffic analysis needed? | _____ | _____✓ | _____ |
| k. Comments: | | | |

2. Utilities

- | | | | |
|---|-------|-------|-------|
| a. Does the Plan conform to the Master Utility Plan? | _____ | _____ | _____ |
| b. Are all lines sized adequately to handle development? | | | |
| 1. Water | _____ | _____ | _____ |
| 2. Sewer | _____ | _____ | _____ |
| c. Is additional line size needed to handle future development? | | | |
| 1. Water | _____ | _____ | _____ |
| 2. Sewer | _____ | _____ | _____ |
| d. Is there adequate capacity in sewer outfall mains, treatment plants and water transmission lines to handle the proposed development? | _____ | _____ | _____ |
| e. Are all necessary easements provided? | _____ | _____ | _____ |
| f. Do all easements have adequate access? | _____ | _____ | _____ |
| g. Are any off site easements required? | _____ | _____ | _____ |
| h. Have all appropriate agencies reviewed and approved plans? | | | |
| 1. Electric | _____ | _____ | _____ |
| 2. Gas | _____ | _____ | _____ |
| 3. Telephone | _____ | _____ | _____ |
| 4. Cable | _____ | _____ | _____ |

i. Does the drainage conform to City regulations and specifications?

j. Do the water and sewer plans conform to City regulations and specifications?

k. Is there adequate fire protection existing or planned?

l. Comments:

General Requirements

1. Has the City Engineer reviewed and approved the plan?

2. Does the final plat conform to the City's Flood Plain Regulations?

3. Does the final plat conform to the preliminary plat as approved?

4. Staff Comments:

Time Spent on Review

<u>Name</u>	<u>Date</u>	<u>Time Spent (hours)</u>
<u>Julie Cook</u>	<u></u>	<u>30 min</u>
<u></u>	<u></u>	<u></u>
<u></u>	<u></u>	<u></u>
<u></u>	<u></u>	<u></u>

SITE PLAN REVIEW

* Date Submitted 2/22

* Scheduled for P&Z 3/10

* Scheduled for Council 4/4

* Applicant/Owner Whittle

* Name of Proposed Development Harbor Phase II

* Location F-30/Lake * Legal Description attached to plat

* Total Acreage .4559 * No. Lots/Units 1

* Current Zoning PD-7

Special Restrictions _____

* Surrounding Zoning PD-7 / Commercial

Planning

	<u>Yes</u>	<u>No</u>	<u>N/A</u>
1. Is the site zoned properly? <u>a duplex required for Private Club</u>	☒	☐	☐
2. Does the use conform to the Land Use Plan?	☒	☐	☐
3. Is this project in compliance with the provisions of a Concept Plan?	☐	☐	☒
* 4. Is the property platted?	☐	☒	☐
* 5. Is plat filed of record at Courthouse? File No. _____	☐	☐	☐
* 6. If not, is this site plan serving as a preliminary plat?	☐	☒	☐
7. Does the plan conform to the Comprehensive Zoning Ordinance or PD Ordinance on the following:			
a. Are setbacks correct?			
front	☒	☐	☐
side	☐	☒	☐
rear	☐	☐	☐
b. Are buildings on same lot adequately separated?	☐	☐	☒

- | | | | | |
|----|--|--------------------------------|-------------------------------------|-------------------------------------|
| c. | Is the lot the proper size? | <i>needs to be 1 acre</i> | ☒ | ☐ |
| d. | Does the lot have proper dimensions? | <i>needs to be 200' x 200'</i> | ☒ | ☐ |
| e. | Are exterior materials correct? | | ☒ | ☐ |
| f. | Are structural materials correct? | | ☒ | ☐ |
| g. | Is coverage correct? | | ☒ | ☐ |
| h. | Is adequate area in landscaping shown? | | ☒ | ☐ |
| i. | Is it irrigated? | | ☒ | ☐ |
| j. | Is landscaping in parking lot required? | | ☒ | ☐ |
| k. | Are types of landscaping indicated? | <i>need a landscaping plan</i> | ☒ | ☐ |
| l. | Is floor area ratio correct? | | ☒ | ☐ |
| m. | Is building height correct? | | ☒ | ☐ |
| n. | Are correct number of parking spaces provided? | <i>need 7 more</i> | ☐ | ☒ |
| o. | Are driving lanes adequate in width? | <i>with driveway only 20'</i> | ☐ | ☒ |
| p. | Are parking spaces dimensioned properly | | ☒ | ☐ |
| q. | Does the parking lot meet City specifications | | ☒ | ☐ |
| r. | Is a fire lane provided? | | ☒ | ☐ |
| s. | Is it adequate in width? | | ☒ | ☐ |
| t. | Are drive entrances properly spaced? | <i>are too close together</i> | ☐ | ☒ |
| u. | Are drive entrances properly dimensioned? | <i>one is only 20'</i> | ☒ | ☐ |
| |Do drive entrances line up with planned median breaks? | | ☐ | ☒ |
| v. | Is lighting provided and correctly directed? | | ☐ | ☐ |
| w. | Are sidewalks required? | | ☐ | ☒ |
| x. | Are sidewalks provided? | | ☐ | ☒ |
| y. | Is a screen or buffer required? | | ☐ | ☒ |
| |Is it sized properly? | | ☐ | ☐ |
| |Is it designed properly? | | ☐ | ☐ |
| |Is it of correct materials? | | ☐ | ☐ |

- | | | | |
|--|-------|-------|-------|
| * 7. Does the site plan contain all required information from the application checklist? | _____ | _____ | _____ |
| 8. Is there adequate access and circulation? | _____ | ✓ | _____ |
| 9. Is trash service located and screened? | _____ | ✓ | _____ |
| * 10. Are street names acceptable? | _____ | _____ | ✓ |
| 11. Was the plan reviewed by a consultant?
(If so, attach copy of review.) | _____ | ✓ | _____ |
| 12. Does the plan conform to the Master Park Plan? | _____ | _____ | ✓ |
| 13. Are there any existing land features to be maintained?
(ie, topography, trees, ponds, etc.) | _____ | ✓ | _____ |

Comments:

Building Codes

- | | | | |
|--|-------|-------|-------|
| 1. Do buildings meet fire codes? | _____ | _____ | _____ |
| 2. Do signs conform to Sign Ordinance? | _____ | _____ | _____ |

Comments:

Engineering

- | | | | |
|--|-------|-------|-------|
| 1. Does plan conform to Thoroughfare Plan? | ✓ | _____ | _____ |
| 2. Do points of access align with adjacent ROW? | _____ | _____ | ✓ |
| 3. Are the points of access properly spaced? | _____ | ✓ | _____ |
| 4. Are street improvements required? | _____ | ✓ | _____ |
| 5. Will escrowing of funds or construction of substandard roads be required? | _____ | ✓ | _____ |
| 6. Does plan conform with Flood Plain Regulations? | _____ | _____ | ✓ |
| 7. Is adequate fire protection present? | _____ | ✓ | _____ |
| 8. Are all utilities adequate? | _____ | ✓ | _____ |
| 9. Are adequate drainage facilities present? | _____ | ✓ | _____ |
| 10. Is there a facilities agreement on this site? | _____ | ✓ | _____ |

- | | | | |
|---|-------|---|-------|
| 11. Are existing roads adequate for additional traffic to be generated? | _____ | ✓ | _____ |
| 12. Is the site part of a larger tract? Does the plan adversely impact development of remaining land? | ✓ | | |
| 13. Are access easements necessary? | ✓ | | |
| 14. Are street and drive radii adequate? | _____ | | |
| 15. Have all required conditions been met? | _____ | | ✓ |
| 16. Is there a pro rata agreement on this site? | _____ | ✓ | |
| 17. Have all charges been paid? | _____ | | |

Time Spent on Review

<u>Name</u>	<u>Date</u>	<u>Time Spent (hours)</u>
Jerry Lark	4	45 min
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

ZONING CHANGE/CONDITIONAL USE PERMIT/PLANNED DEVELOPMENT/
PRELIMINARY PLAN/DEVELOPMENT PLAN

ACTION RECORD

Case No: 88-14-CUP/SP/PP
Location: 730/lake

Application Reviewed..... ✓
File Created ✓
Filing Fee Paid/Receipt in File.....
Issued Receipt for Application..... ✓
Review form prepared/^{initial}partial review completed..... ✓
Circulated Review through:
 Staff Review:.....
 Assistant City Manager.....
Scheduled for P&Z meeting..... 3/00
Notice Sent:
 Newspaper..... 2/02
 Surrounding property owners.....
Sign placed on property.....
Tallied responses to notices
Prepared notes and supporting
 information for P&Z.....
Notified applicant of results and of
 Council date

after P+2 consideration.

~~If approved:~~

Scheduled for City Council.....

Notice sent to newspaper.....

Notice sent to property owners.....

Prepared notes and supporting
information for City Council.....

If approved:

Notified applicant of results.....

Prepared ordinance.....

1st reading of ordinance.....

2nd reading of ordinance.....

Caption to newspaper.....

Update office map.....

Notified Inspection Dept. of change.....

Included map in update file.....

Included in CUP list (if applicable).....

→
Permit activated within 6 months.....

→
If not activated, applicant
notified permit is void.....

Included in PD file (if applicable).....

CITY OF ROCKWALL
FACILITIES AGREEMENT
For the Harbor Development

THIS AGREEMENT entered into on the 9th day of June, 1988, by and between the City of Rockwall, Texas, hereinafter known as the "CITY", and Whittle Development Inc. whose address is 2804 Ridge Rd, hereinafter known as the "DEVELOPER", witnesseth that:

WHEREAS, the Developer has requested the City to permit the platting and/or development of a tract of land known as the Harbor, Phase 1; and ,

WHEREAS, the City has approved such platting and/or development as being in compliance with all requirements of the Zoning Ordinance and Subdivision Regulations of the City, except as herein agreed upon; and

WHEREAS, the Developer, its vendors, grantees, assigns, successors, trustees and all others holding any interest now or in the future, agree and enter into this contract which shall operate as a covenant running with the land and be binding upon the Developer and its representatives;

NOW, THEREFORE, the City and Developer, in consideration of the mutual covenants and agreements contained herein do mutually agree as follows:

A. ZONING, PLATTING AND SITE PLANNING

All property owned by the Developer and located within the limits of the development shall be zoned and platted in accordance with the Zoning Ordinance and Subdivision Regulations of the City before any Building Permit will be issued. The Developer shall dedicate, at no cost to the City , all street rights-of-way, alleys, drainage easements, floodways, and other dedications as required by the City at the time of platting.

The Developer shall comply with all conditions included in the approval of the project. Specific conditions are as follows:

1. The site plan as shown on Exhibit "A" including the elevation concept, attached hereto, has been approved by the City Council and all development shall be in compliance with said plan.
2. The Concept Plan for development of PD-7 has been accepted by the City and future development in PD-7 shall generally follow the concept, unless said plan is amended in the future.
3. Fifteen additional large Cedar Elm trees shall be placed throughout the development within the parking lot and along the perimeter of the site.
4. Cross access easements for all drive lanes will be dedicated for each lot prior to the issuance of a Certificate of Occupancy.

5. Trash receptacle location is subject to approval by the City's contractor and the City.
6. The Developer will be allowed to utilize temporary gravel turnarounds on the drives ending on Lot 4 for a period of six months.
7. Internal circulation and adequate turnarounds will be provided for all developed parking lanes with the development of each Phase.
8. The two drive entrances on the I-30 service road are hereby approved in the locations as shown on Exhibit "A".
9. Prior to the issuance of a Certificate of Occupancy on any structure within this site, the landscaping shown at along the frontage of the I-30 service road shall be installed.
10. All undeveloped parcels within this site shall be maintained with grass cover until said tract is developed.

B. PUBLIC IMPROVEMENTS

All public improvements, including streets, utilities, drainage, sidewalks, street lighting, street signage, and all other required improvements, shall be provided by the Developer, at no cost to the City, unless otherwise provided herein, in accordance with the Subdivision Regulations of the City, and as approved by the City Engineer or his agent. Such improvements shall be installed within all applicable time frames in accordance with the Subdivision Regulations of the City unless otherwise approved herein. Engineering studies, plan/profile sheets, and other construction documents shall be provided for by the Developer at the time of platting as required by the Subdivision Regulations. Such plans shall be approved by the City Engineer or his agent prior to approval of a Final Plat. Construction of such improvements shall not be initiated until a preconstruction conference has been held regarding the proposed construction.

Construction of all public improvements shall be subject to routine review by the City Engineer or his agent to evaluate conformance with the construction plans and City standards and specifications. However, such review and evaluation shall not relieve the Developer, its engineer or agent of its obligations for the design, construction and maintenance of the improvements as set out in this Agreement and other relevant ordinances of the City. Any modification, review or evaluation by the City Engineer shall substantially conform to accepted engineering practices.

The Developer will be responsible for the installation of any required street lighting and for the cost of installation of all street name signs. All required street lighting shall be installed and the City shall be

reimbursed for the cost of all street name signs prior to final acceptance of any public improvements, and the issuance of any Building Permits, unless otherwise provided herein.

Upon completion of construction of public improvements as required by this Agreement and as required by the Subdivision Regulations, the Developer shall deliver to the City a reproducible copy of as-built construction plans of the public improvements constructed or engineered by the Developer.

D. UTILITIES

1. Water -

- a. All required onsite and offsite water lines and other improvements, with the exception of those improvements outlined below, shall be constructed by the Developer and accepted by the City prior to the issuance of any Building Permit.
- b. The City hereby agrees that it will construct the necessary offsite transmission main along the I-30 service road to supply adequate water for consumption to this site. It will be the responsibility of the Developer to extend and tie in the service line to the transmission main at its point of termination. Plans for said extension shall be submitted to and approved by the City Engineer prior to construction. The City will make all reasonable efforts to complete the line prior to any request from the Developer for a Certificate of Occupancy. However, the City shall be held harmless from any action or suit should the line not be completed prior to a request for a Certificate of Occupancy.
- c. The Developer hereby agrees to place in escrow with the City his pro rata share of the cost of the transmission main, as estimated by the City Engineer, prior to the issuance of a Building Permit. Said escrow shall be released to the City at the time of completion of the above described transmission main. Any difference between the estimated amount of the pro rata charges and the actual cost shall be resolved prior to the issuance of a Certificate of Occupancy.

2. Sewer -

- a. All required onsite and offsite sewer lines and other improvements, with the exception of those improvements outlined below, shall be constructed by the Developer and accepted by the City prior to the issuance of any Building Permit.
- b. The Developer hereby agrees to place in escrow with the City the cost of the installation of all required offsite sewer improvements for the development shown on Exhibit "A". the

amount to be placed in escrow shall be equal to the amount indicated in the executed contract for installation of such improvements, a copy of which is attached hereto as Exhibit "B". The City agrees to issue a Building Permit for the structure proposed on Lot 4 prior to the installation of these improvements when the above described funds are placed in escrow with the City. If the Developer fails to complete the improvements, the City shall have the right to authorize the completion of such improvements with the above described funds.

- c. The Developer agrees to pay to the City the required pro rata fees applicable to this site payable against the Signal Ridge pro rata agreement for the original installation of the lift station.
- d. The City agrees to collect pro rata fees from any subdivider utilizing off-site or adjacent wastewater facilities installed by the Developer in accordance with current policies regarding the collection of pro rata fees. The developer shall submit to the City for its approval, engineering calculations outlining the service area and capacity of the improvements, installed by the Developer.

3. Drainage -

- a. All required onsite and offsite improvements shall be constructed by the Developer and accepted by the City prior to the issuance of any Building Permit, unless otherwise approved herein.

E. PUBLIC FACILITIES TO BE PROVIDED BY THE CITY

- 1. The City makes no guarantee that water supply or wastewater treatment capacity will be available at any particular time or place, it being fully understood by both parties hereto that the ability of the City to supply water and wastewater services is subject to the City's water and wastewater system capacity. The City shall be the sole judge of the availability of such capacity to supply such water and/or wastewater services, provided, however, that the City will use its best efforts to insure that said water supply and wastewater treatment capacity is available.

F. FEES TO BE PAID BY THE DEVELOPER

- 1. The Developer and subsequent subdividers within the Development hereby agree to pay the City all required fees, including availability fees, at the time specified in the applicable City ordinances.

G. MAINTENANCE

- 1. Prior to final acceptance of any public improvements, the Developer shall furnish to the City a good and sufficient maintenance bond in

the amount of fifteen per cent (15%) of the contract price of such improvements, or in such amount as approved by the City, to indemnify the City against any repairs which may become necessary to any part of the construction work performed in connection with the subdivision and/or development, arising from defective workmanship or materials used therein, for a period of one (1) year from the date of final acceptance of such improvements.

H. WAIVER

The developer expressly acknowledges that by entering into this contract, the Developer, its successors, assigns, vendors, grantees, and/or trustees, shall never construe this contract as waiving any of the requirements of the Zoning Ordinance or Subdivision Regulations or any other ordinance of the City, except as herein agreed upon.

I. HOLD HARMLESS AGREEMENT

The Developer, its successors, assigns, vendors, grantees, and/or trustees do hereby agree to fully release, indemnify, and hold harmless the City from all claims, suits, judgments, and demands which have accrued or which may accrue because of such development.

J. AMENDMENTS

This Agreement may be changed or modified only with the written consent of the Developer and of the governing City Council of the City. Such modification may be requested by either party, but shall not in any event be effective unless and until approved by the City Council of the City.

K. REVOCATION

In the event the Developer fails to comply with any of the provisions of this Agreement, the City shall be authorized to cease issuance of any further Certificates of Occupancy or Building Permits on property owned by the Developer, and the City shall be further authorized to file this instrument in the Mechanic's Lien records of Rockwall County as Mechanic's Lien against the Developer's property; and in the alternative, the City shall be authorized to levy an assessment against the Developer's property for public improvements to be held as tax lien against the property by the City.

L. CONTINUITY

This Agreement shall be a covenant running with the land and shall be binding upon the Developer, its successors, heirs, assigns, grantees, trustees and/or representatives.

M. SEVERABILITY

The provisions of this Agreement are severable and, in the event any word, phrase, sentence, paragraph, section or other provision of this Agreement, or the application thereof to any person or circumstance, shall ever be determined by a court of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, the remainder of this Agreement shall remain in full force and effect and the application thereof to any other person or circumstance shall not be affected thereby. The invalid, illegal or unenforceable provision shall be rewritten by the parties to this Agreement to accomplish the parties' original intent as nearly as possible.

L. TERMINATION AND RELEASE

Upon the satisfactory completion by the Developer and final acceptance by the City of all requirements of this Agreement, this Agreement shall terminate and the City will execute a release of covenant to the Developer, its assigns, successors, grantees, trustees and/or representatives and the City shall file said release in the Rockwall County Deed Records.

In Witness whereof, each of the parties hereto has caused this Agreement to be executed by its undersigned duly authorized representative as of the date hereinabove first mentioned.

(Name of Developer)

CITY OF ROCKWALL

By: [Signature]

(Name of Authorized Person)
(Title)

By: [Signature]

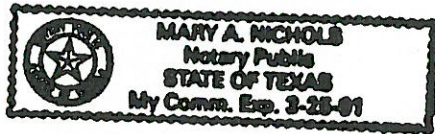
Bill Eisen
City Manager

Date: 6/9/88

Date: 6-9-88

THE STATE OF TEXAS)(
COUNTY OF ROCKWALL)(

This instrument was acknowledged before me on June 9th, 1988
by BILL EISEN of the City of Rockwall, Texas.



Mary A. Nichols
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

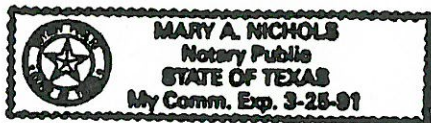
My Commission Expires:

3/25/91

MARY A NICHOLS
(Printed Name)

THE STATE OF TEXAS)(
COUNTY OF ROCKWALL)(

This instrument was acknowledged before me on June 9, 1988
by ROB WHITTLE of the (Developer Company name).



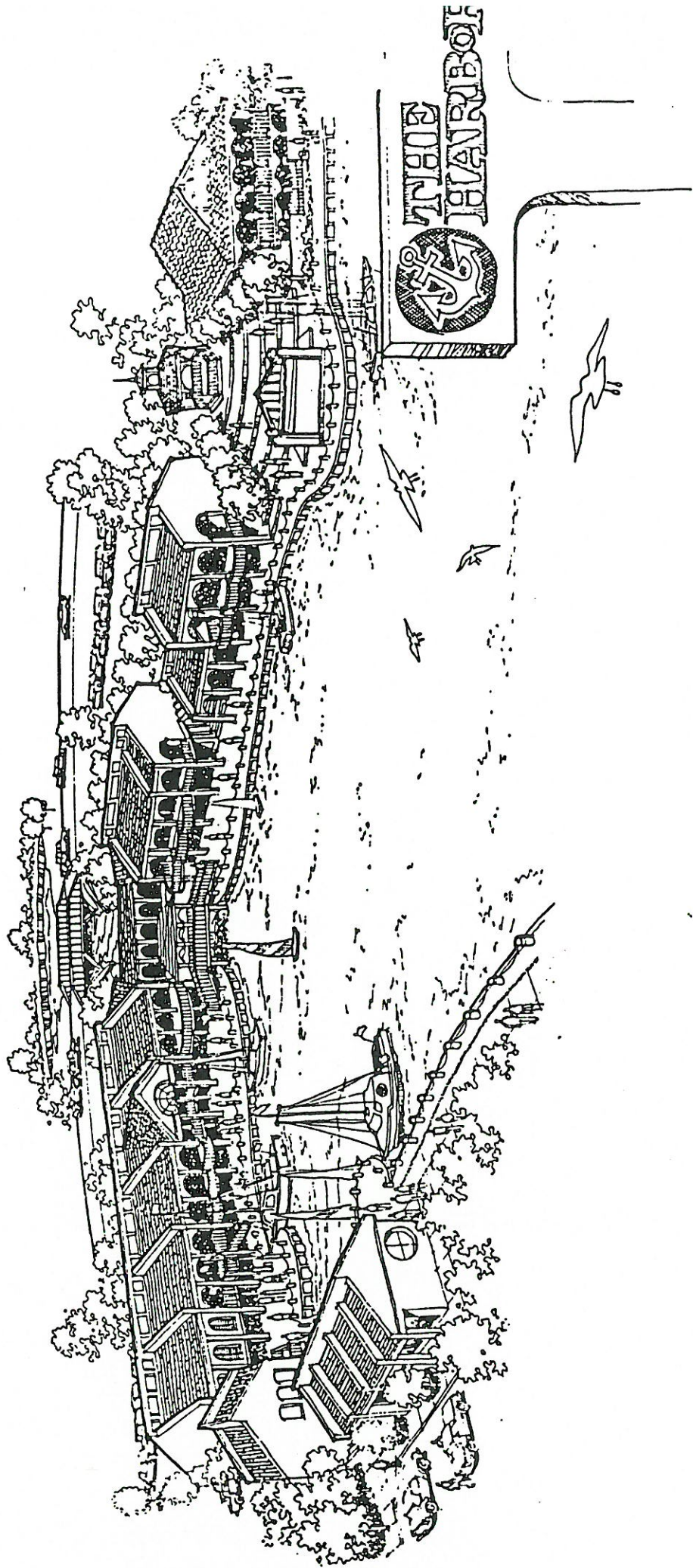
Mary A. Nichols
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

My Commission Expires:

3/25/91

MARY A NICHOLS
(Printed Name)

Elevations - Harbor Exhibit "A"



CALDWELL CULVERT COMPANY

TEXAS SALES OFFICES

AUSTIN
HOUSTON



FABRICATION PLANT

TAYLOR

TEXAS STATE WATS 1-800-252-3737

Pro-Rata Amount for Whittles'
Rockwall Harbor
\$ 9661.55

STANDARD FORM OF AGREEMENT

As Adopted By
THE TEXAS SECTION OF THE AMERICAN SOCIETY OF CIVIL ENGINEERS
October 7, 1971

Revised November 17, 1928
Revised April 15, 1932
Revised October 27, 1934
Revised October 19, 1945
Revised April 8, 1954
Revised April 21, 1960
Revised October 7, 1971

Approved as to Legal Form by
Legal Counsel

STATE OF TEXAS
COUNTY OF ROCKWALL }

THIS AGREEMENT, made and entered into this 9th day of JUNE,
A. D. 1988, by and between WHITTLE DEVELOPMENT, INC.

of the County of ROCKWALL and State of Texas, acting through

thereunto duly authorized so to do,
Party of the First Part, hereinafter termed OWNER, and
TEX-CON UTILITY CONTRACTORS, INC.

of the City of GARLAND, County of DALLAS
and State of TEXAS, Party of the Second Part, hereinafter termed
CONTRACTOR.

WITNESSETH: That for and in consideration of the payments and agreements herein-
after mentioned, to be made and performed by the Party of the First Part (OWNER), and under
the conditions expressed in the bond bearing even date herewith, the said Party of the Second
Part (CONTRACTOR), hereby agrees with the said Party of the First Part (OWNER) to
commence and complete the construction of certain improvements described as follows:

SANITARY SEWER TO SERVE
ROCKWALL HARBOR - PHASE ONE
ROCKWALL, TEXAS

and all extra work in connection therewith, under the terms as stated in the General Conditions
of the Agreement and at his (or their) own proper cost and expense to furnish all the materials,
supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories
and services necessary to complete the said construction, in accordance with the conditions and
prices stated in the Proposal attached hereto, and in accordance with the Notice to Contractors,
General and Special Conditions of Agreement, Plans and other drawings and printed or written
explanatory matter thereof, and the Specifications and addenda therefor, as prepared by
HAROLD L. EVANS & ASSOCIATES, CONSULTING ENGINEERS

herein entitled the ENGINEER, each of which has been identified by the CONTRACTOR and
the ENGINEER, together with the CONTRACTOR'S written Proposal, the General Conditions
of the Agreement, ~~XXXXXX~~ hereto attached; all of which are made
a part hereof and collectively evidence and constitute the entire contract.

The CONTRACTOR hereby agrees to commence work within ten (10) days after the date written notice to do so shall have been given to him, and to substantially complete the same within 15 ~~calendar days~~ ^{working days} after the date of the written notice to commence work, subject to such extensions of time as are provided by the General and Special Conditions.

THE OWNER agrees to pay the CONTRACTOR in current funds the price or prices shown in the proposal, which forms a part of this contract, such payments to be subject to the General and Special Conditions of the contract.

IN WITNESS WHEREOF, the parties to these presents have executed this Agreement in the year and day first above written.

WHITTLE DEVELOPMENT, INC.

Party of the First Part (OWNER)

By: [Signature]

ATTEST:

TEX-CON UTILITY CONTRACTORS, INC.

Party of the Second Part (CONTRACTOR)

By: [Signature]

ATTEST:

[Signature]

PROPOSAL

Proposal of Tex-Con Utility Contractors, Inc.,

A Corporation organized and existing under the laws of the State of
Texas _____,

A Partnership consisting of _____,

An Individual, trading as _____,

To: WHITTLE DEVELOPMENT, INC.
c/o Harold L. Evans & Associates/Consulting Engineers
2331 Gus Thomasson Road, Suite 102
Dallas, Texas 75228

Proposal for: Sanitary Sewer to Serve
Rockwall Harbor - Phase One
Rockwall, Texas

The undersigned bidder, pursuant to the foregoing "Notice to Bidders" has carefully examined the Instructions to Bidders, the Proposal, the form of Contract Agreement and Bonds, the General Conditions of Agreement, the Special Conditions, the Specifications, the Plans and also the Site of the Work, and will provide all necessary labor, superintendence, machinery, equipment, tools, materials, services, and other facilities to fully complete all the work as provided in the Contract Documents; and binds himself upon acceptance of his proposal to execute a contract and bonds, according to the prescribed forms, for the following prices to wit:

<u>Item No.</u>	<u>Description of Item</u>	<u>Estimated Quantity</u>	<u>Unit Price (Figures)</u>	<u>Total Bid (Figures)</u>
I.	<u>SANITARY SEWER:</u>			
S-1	10" PVC SDR-35 Sewer Line including embedment and encasement	2,372 L.F.	<u>10.60/L.F.</u>	<u>\$ 25,143.20</u>
S-2	8" PVC SDR-35 Sewer Line including embedment and encasement	800 L.F.	<u>9.00/L.F.</u>	<u>7,200.00</u>
S-3	4' Diameter Standard Manholes	9 Each	<u>950.00/Each</u>	<u>8,550.00</u>
S-4	Standard Cleanout	1 Each	<u>175.00/Each</u>	<u>175.00</u>
S-5	4" Sewer Services	4 Each	<u>75.00/Each</u>	<u>300.00</u>
S-6	Trench Safety	1 Lump Sum		<u>1,000.00</u>
TOTAL BID - SANITARY SEWER				<u>\$ 42,368.20</u>

STATEMENT OF MATERIALS AND SERVICES BASED ON ESTIMATED QUANTITIES

BASE BID

Materials	\$ 24,368.20
Services	\$ 18,000.00
TOTAL CONTRACT PRICE	\$ 42,368.20

NOTE: The total materials cost based upon Proposal quantities plus the total services cost based upon Proposal quantities must equal the total amount bid.

The undersigned agrees to complete all work covered by these contract documents within the time indicated below:

15 ~~calendar days~~
working days

Such time shall be from and including the day established for the start of work as set forth in a written work order to be issued by the Engineer for the Owner. Except by mutual agreement of the Owner and the Contractor, the date established for the start of work will not be less than seven (7) days, or not more than thirty (30) days after the date of the Contract Agreement.

Within five (5) days after formal acceptance of this proposal by an award of Contract, the undersigned will execute the Contract Agreement.

Receipt is acknowledged of the following addenda:

Addendum No. 1 _____
Addendum No. 2 _____
Addendum No. 3 _____

(SEAL) if Bidder is Corporation

Respectfully Submitted,

Tex-Con Utility Contractors, Inc.

By: M. E. Bennett
President _____
Title _____

3925 Forest Lane
Address _____

Garland, Texas 75042-6996

214 276-9575

INSTRUCTIONS TO BIDDERS

1. Prior to submitting any proposal, Bidders are required to read the plans, specifications, proposal, contract and bond forms carefully; to visit the site of the work; to inform themselves by their independent research, test and investigations of the difficulties to be encountered and judge for themselves of the accessibility of the work and all attending circumstances affecting the cost of doing the work and the time required for its completions; and obtain all information required to make an intelligent proposal.
2. Should the Bidder find discrepancies in, or omissions from, the plans, specifications, or other documents, or should he be in doubt as to their meaning, he should notify at once the Engineer and obtain clarification or addendum prior to submitting any bid.
3. It shall be the responsibility of the Bidder to see that his bid is received at the place and time named in the Invitation to Bidders. Bids received after closing time will be returned unopened.
4. Bids shall be submitted in sealed envelopes plainly marked "Sealed Bid" showing the name of the project, the job number, and the opening date and time.
5. Bids shall be submitted on proposal forms furnished with the contract documents. Proposal forms shall be left attached to documents in the same manner as received by the Bidders.
6. Until the award of the contract, the Owner reserves the right to reject any and all proposals and to waive technicalities; to advertise for new proposals, or to do the work otherwise when the best interests of the Owner will be thereby promoted.
7. In case of ambiguity or lack of clearness in stating the prices in the bids, the Owner reserves the right to consider the most advantageous construction thereof, or to reject the bid. Unreasonable (or unbalanced) prices submitted in a bid may result in rejection of such bid or other bids.
8. Award of the Contract will be made within 30 days after opening of the proposals, and no Bidder may withdraw his proposal within said 30 day period of time unless a prior award is made.
9. The Contractor shall not commence work under the contract until he has obtained all Insurance required and such Insurance has been approved by the Owner, nor shall the Contractor allow any subcontractor to commence work on his subcontract until all similar insurance required of the subcontractor has been obtained and approved.

10. The cost of all bonds required is explained in Item 14.
11. The scope of the work is not anticipated to be increased or decreased during the duration of this contract. If such were to be the case, however, the unit price bid will be used for payment for all work, provided, however, no decreases shall exceed 20% of the bid amount.
12. Time is of the essence in this project. Bidder shall be specific about the time bid in the proposal.
13. The cost of all testing required, including soils and concrete test shall be included in the unit prices bid.
14. The successful bidder may be required to furnish Performance and Payment Bonds equal to the amount of the contract. If Performance and Payment Bonds are required, the owner will pay the cost of said bonds. A Maintenance Bond in the amount equal to 10% of the contract will be required to guarantee the work for the one-year maintenance period, said Maintenance Bond is subsidiary to the bid prices.

ROCKWALL HARBOR - PHASE ONE

ROCKWALL, TEXAS

SPECIAL CONDITIONS

SANITARY SEWER UTILITIES

SC.01 GENERAL

The provisions of this section of the specifications shall govern in the event of any conflict between them and the "General Conditions of Agreement".

SC.02 OWNER

The Owner of the project is: Whittle Development, Inc., Post Office Box 369, Rockwall, Texas, (214) 771-5238.

SC.03 ENGINEER

The word "Engineer" in these specifications shall be understood as referring to Harold L. Evans & Associates, Consulting Engineers, 2331 Gus Thomasson Road, Suite 102, P.O. Box 28355, Dallas, Texas, 75228, Telephone Number (214) 328-8133, Engineer for the Owner, or such other representatives as may be authorized by said Owners to act in any particular position.

SC.04 LOCATION

The project is located South of I.H. 30, along the take line of Lake Ray Hubbard in the City of Rockwall, a location map is included in the plans.

SC.05 SCOPE OF WORK

The work to be performed under this contract shall consist of furnishing all materials, labor, supervision, tools, equipment, and all incidentals required to perform all work necessary to construct the Sanitary Sewer Utilities as outlined on the plans and defined by these specifications.

The scope of the work is not anticipated to be increased or decreased during the duration of this contract. If such were to be the case, however, the unit price bid will be used for payment for all work, provided, however, no decreases shall exceed 20% of the bid amount.

SC.06 TIME ALLOWED FOR COMPLETION

The time allowed for completion of all work included in this contract shall be set forth on the Proposal form of the successful bidder. The Owner, in selecting the Contractor to perform the work, will consider the price bid and the time of completion bid.

SC.07 FORMS, PLANS AND SPECIFICATIONS

Forms of Proposal, Contract and Bonds, and Plans Specifications may be obtained from the office of Harold L. Evans, Consulting Engineer, 2331 Gus Thomasson Road, Suite 102, Dallas, Texas 75228, Telephone Number (214) 328-8133.

SC.08 AWARD OF CONTRACT

It is the intention of the Owner to award a contract on the basis of the lowest acceptable bid submitted by a qualified bidder, as determined by the Owner. The right is reserved, as the interest of the Owner may require to reject any and all bids and to waive any informality in bids received.

The Owner will notify the successful Bidder, in writing, within ten (10) days after the date of receiving bids of his acceptance of his proposal. The Contractor shall complete the execution of the required Bond and Contract within five (5) days of such notice.

SC.09 ADDENDA

Bidders desiring further information, or interpretation of the plans and specifications, must make request for such information to the Engineer prior to forty-eight (48) hours before the bid opening. Answers to all such requests will be given in writing to all Bidders in addendum form and all addenda will be bound with and made a part of the Contract Documents. No other explanation or interpretation will be considered official or binding. Should a bidder find discrepancies in, or omissions from, the plans, specifications, or contract documents, or should he be in doubt as to their meaning, he shall at once notify the Engineer in order that a written addendum may be sent to all bidders. Any addenda issued prior to twenty-four (24) hours of the opening of bids will be mailed or delivered to each contractor contemplating the submission of a proposal on this work. The proposal as submitted by the contractor will be so constructed as to include any addenda if such are issued by the Engineer prior to twenty-four (24) hours of the opening of bids. Bidders shall acknowledge receipt of all addenda in the spaces provided in the Proposal form, also on the outside of the envelope containing his bid.

SC.10 COPIES OF PLANS AND SPECIFICATIONS FURNISHED

Five (5) sets of plans and specifications shall be furnished to the Contractor at no charge for construction purposes. If plans have been reduced to one-half size, three (3) sets of those, together with two (2) sets reproduced on the original scale shall constitute the five (5) sets of plans furnished to the Contractor. Additional copies may be obtained at cost of reproduction upon request.

SC.11 REFERENCE SPECIFICATIONS

Where reference is made in these specifications to specifications compiled by others, such reference is made for expediency and standardization from the material supplier's point of view, and such specifications referred to are hereby made a part of these specifications.

SC.12 TRADE NAMES AND MATERIALS

No material which has been used by the Contractor for any temporary purpose whatever is to be incorporated in the permanent structure without written consent of the Engineer.

Where materials or equipment are specified by a trade or brand name, it is not the intention of the Owner to discriminate against an equal product of another manufacturer, but rather to set a definite standard of quality or performance, and to establish an equal basis for the evaluation of bids. Where the words "equivalent", "proper", or "equal to" are used, they shall be understood to mean that the thing referred to shall be proper, the equivalent of, or equal to some other things, in the opinion or judgment of the Engineer. Unless otherwise specified, all materials shall be the best of their respective kinds and shall be in all cases fully equal to approved samples. Notwithstanding that the words "or equal to" or other such expressions may be used in the specifications in connection with a material, manufactured article or process, the material, article or process specifically designated shall be used unless a substitute shall be approved in writing by the Engineer, and the Engineer shall have the right to require the use of such specifically designated material, article or process.

SC.13 PERMITS AND RIGHT-OF-WAY

The Owner will provide rights-of-way for the purpose of construction without cost to the Contractor by securing permits in areas of public dedication or by obtaining easements across privately owned property. It shall be the responsibility of the Contractor, prior to the initiation of construction on easements through private property, to inform the property owner of his intent to begin construction. Before beginning construction in areas of public

dedication, the Contractor shall inform the agency having jurisdiction in the area forty-eight (48) hours prior to initiation of the work.

SC.14 PROPERTY LINES AND MONUMENTS

The Contractor shall protect all property corner markers, and when any such markers or monuments are in danger of being disturbed they shall be properly referenced and if disturbed shall be reset at the expense of the Contractor.

SC.15 EXISTING STRUCTURES AND UTILITIES

The plans show the location of all known surface and subsurface structures and utilities. However, the Owner assumes no responsibility for failure to show any or all of these features on the plans, or to show them in their exact location. It is mutually agreed that such failure shall not be considered sufficient basis for claims for additional compensation for extra work or for increasing the pay quantities in any manner whatsoever, unless the obstruction encountered is such as to necessitate changes in the line or grades, or require the building of special work, provisions for which are not made in the plans and proposal, in which case the provisions in these specifications for extra work shall apply under written approval of the Engineer.

SC.16 EXISTING UTILITIES AND SERVICE LINES

The Contractor shall be responsible for locating and protecting existing utilities or service lines crossed or exposed by his construction operations. Where existing utilities or service lines are cut, broken or damaged, the Contractor shall replace the utilities or service lines with the same type of original construction, or better, at his own cost and expense.

SC.17 PUBLIC UTILITIES AND OTHER PROPERTY TO BE CHANGED

In case it is necessary to change or move the property of any owner or of a public utility, such property shall not be moved or interfered with until authorized by the utility company and approved by the Engineer. The right is reserved to the owner of public utilities to enter upon the limits of the project for the purpose of making such changes or repairs of their property that may be made necessary by the performance of this contract.

SC.18 DRAINAGE CHANNELS

Where surface drainage channels are disturbed or blocked during construction, they shall be immediately restored to their original condition of grade and cross section after the work of construction is completed.

SC.19 PROJECT MAINTENANCE

The Contractor shall maintain, and keep in good repair, the improvements covered by these plans and specifications during the life of his contract.

SC.20 CLEANUP

During Construction. The Contractor shall at all times keep the job site as free from all material, debris and rubbish as is practicable and shall remove same from any portion of the job site when it becomes objectionable or interferes with the progress of the project in the opinion of the Engineer.

Final. Upon completion of the work, the Contractor shall remove from the site all plant, materials, tools and equipment belonging to him and leave the site with an appearance acceptable to the Engineer. The Contractor shall thoroughly clean all equipment and materials installed by him and shall deliver over such materials and equipment in a bright, clean, polished and new-appearing condition.

SC.21 GUARANTEE AGAINST DEFECTIVE WORK

The Contractor shall indemnify the Owner against any repairs which may become necessary to any part of the work performed under the contract, arising from defective workmanship or materials used therein, for a period of one (1) year from the date of final acceptance of the work.

SC.22 TESTING, INSPECTION AND CONTROL

Observation of the Contractor's work to determine compliance with the plans and specifications will include testing of material installed on the project. Testing of work performed and materials furnished shall be done by a commercial laboratory employed by the Owner. The Contractor shall furnish, at his own expense, all necessary specimens for testing of the materials. Where the technical specifications specifically require testing to be performed by the Contractor, he shall perform such tests at his own expense and shall submit certified test reports from an approved laboratory to demonstrate compliance with these specifications.

SC.23 COORDINATION WITH OTHERS

In the event other contractors are doing work in the same area simultaneously with this project, the Contractor shall coordinate his proposed construction with that of the other contractors.

SC.24 DISPOSAL OF WASTE AND SURPLUS EXCAVATION

All trees, stumps, slashings, brush or other debris removed from the site as a preliminary to the construction removed from the property. Any required disposal permits shall be the sole

responsibility of the Contractor.

All excavated earth in excess of that required for backfilling shall be neatly spread over the adjacent area.

SC.25 WATER FOR CONSTRUCTION

The Owner will not furnish water for construction. The Contractor should make arrangements for the purchase of water from the City of Rockwall.

SC.26 INSPECTION

The word "inspection", or other forms of the word, as used in the Contract Documents for this project, shall be understood as meaning the Engineer, or any other representative, will observe the construction on behalf of the Owner, or inspectors for the City. The Inspector will observe and check the construction in sufficient detail to satisfy himself that the work is proceeding in general accordance with the Contract Documents, but he will not be a guarantor of the Contractor's performance.

SC.27 INSURANCE

Before the Contractor commences work in connection with this contract, or before he allows any subcontractor to commence any work, he shall purchase comprehensive general liability insurance with bodily injury limits of not less than \$100,000.00 each occurrence and \$300,000.00 in the aggregate, and property damage limits of not less than \$100,000.00 each occurrence and \$100,000.00 in the aggregate, and shall include as an additional insured in such policy the Owner, the Engineer, and their agents and employees as additional insureds. At the Contractor's option he may furnish an Owner's and Contractor's Policy with the Owner as insured and the Engineer, their agents, and employees as additional insureds.

The Contractor shall furnish a Certificate of Insurance for the above coverage with a provision that the Owner will be notified by the insurance company ten days (10) prior to cancellation of the policy during the term of this contract.

SC.28 LINES AND GRADES

Refer to 2.06, Lines and Grades, of the General Conditions of Agreement. Delete this paragraph in its entirety and substitute therefore the following:

The Owner will furnish and set construction stakes for this project as follows:

1. Stakes for line and grade of pipe lines shall be set at 50 foot intervals.

2. Contractor will be furnished copies of cut sheets for grading and construction of sewer lines.

The stakes set by the Owner will be set sufficiently in advance of the work to avoid delay. The Contractor will be held responsible for the preservation of all stakes and marks, and if, in the opinion of the Owner, any of the stakes or marks have been carelessly or willfully disturbed by the Contractor, the cost of replacing them will be charged against him and deducted from the payment for the work.

The Contractor shall furnish and set free of charge additional stakes and other materials and templates necessary for making and maintaining points and lines, including layout stakes, line and grade stakes for grading, paving, culverts, utilities, storm sewer lines and appurtenances.

The Owner will perform such checking of the Contractor's stakes as considered necessary by the Owner. Such checking by the Owner will in no way release the Contractor of his responsibility for the correctness of the stakes or the responsibility for checking to insure that the work is constructed to the lines and grades as shown on the plans.

SC.29 COOPERATION OF CONTRACTOR

The Contractor shall have on the project at all times, as his agent, competent Superintendent capable of reading and thoroughly understanding the plans and specifications and thoroughly experienced in the type of work being performed. The Superintendent shall have full authority to execute orders or directions and to promptly supply such materials, equipment, tools, labor and incidentals as may be required. Such superintendence shall be furnished irrespective of the amount of work subcontracted.

The Superintendent and the Contractor shall be responsible for supervision of all work performed by the subcontractor at all times during construction.

SC. 30 CONSTRUCTION SCHEDULE

Prior to starting work, the Contractor shall submit a proposed schedule for the work included herein and shall submit any major revisions to this schedule as the project progresses. This schedule shall provide for completion of each section of the project

within the shortest time after work starts on that section to minimize the inconveniences caused by the construction.

SC.31 EXAMINATION OF SITE OF PROJECT

Prospective bidders shall make a careful examination of the site of the project, soils and water conditions to be encountered, improvements to be protected, disposal sites for surplus materials not designated to be salvaged materials, and as to method of providing ingress and egress to private properties, and methods of handling traffic during construction of the entire project.

SC.32 QUALIFICATION OF LOW BIDDER

Prior to award on the contract, the Bidder shall submit such evidence as the Engineer may require to establish his financial responsibility, experience and possession of such equipment as may be needed to prosecute the work in an expeditious, safe and satisfactory manner.

Should the Bidder fail to produce evidence satisfactory to the Engineer on any of the foregoing points, he may be disqualified and the work awarded to the next Bidder so qualifying.

SC.33 PRELIMINARY FIELD TESTS

As soon as conditions permit, the Contractor shall furnish all labor, materials, and instruments and shall make preliminary field tests of installed items. If the preliminary field tests disclose any item furnished under this contract which does not comply with the requirements of the contract documents, the Contractor shall, prior to the acceptance tests, make all changes, adjustments, and replacements required.

SC.34 FINAL FIELD TESTS

Upon completion of the work and prior to final payment, all items installed under this contract shall be subjected to acceptance tests as specified or required to prove compliance with the contract documents.

The Contractor shall furnish labor, fuel, energy, water, and all other materials, equipment, and instruments necessary for all acceptance tests, at no additional cost to the Owner.

SC.35 CONSTRUCTION IN PRIVATE DRIVES

The Contractor shall make every effort to complete construction and allow immediate access to adjacent property at driveway entrances located along the roads. Owners or tenants of improvements where access and/or entrance drives are located shall be notified at least twenty-four (24) hours prior to the time the

construction will be started at their drive-ins or entrances and informed as to the length of time driveways will be closed, which period shall not exceed six (6) hours.

The Contractor shall be responsible for all road and entrance reconstruction and repairs and maintenance of same for a period of one year from the date of such reconstruction. In the event the repairs and maintenance are not made immediately to the satisfaction of the Engineer, and it becomes necessary for the Owner, County or City to make such repairs, the Contractor shall reimburse the Owner, County, or City for the cost of such repairs.

The Contractor shall, at all times, keep a sufficient width of the roadway clear of dirt and other material to allow the free flow of traffic. The Contractor shall assume any and all responsibility for damage, personal or otherwise, that may be caused by the construction along roads or private drives.

SC.36 PROTECTION OF TREES

The Contractor shall make every reasonable effort to protect all trees along the project right-of-way. No tree six inches (6") in diameter or larger shall be removed or pruned without the approval of the Engineer. Minor adjustments in alignment will be allowed to protect trees.

SC.37 CONTRACTOR TO FURNISH COST BREAKDOWN

If so requested by the Engineer, the Contractor shall furnish the Engineer with a breakdown of any lump sum bid suitable for use in the preparation of progress estimates for the job. Such a breakdown shall be in sufficient detail so as to permit its use in a manner satisfactory to the Engineer. It shall not be unbalanced. Progress payments for materials on hand and equipment delivered will be based on invoices. Cost breakdown, as above described, shall be subject to approval by the Engineer.

The Engineer will not approve a progress estimate for payment until a satisfactory cost breakdown of the project has been submitted by the Contractor.

SC.38 INSTALLATION

The Contractor shall have on hand sufficient proper equipment and machinery of ample capacity to facilitate the work and to handle all emergencies normally encountered in work of this character.

The pipelines and any equipment shall be erected in a neat and workmanlike manner at the locations and elevations shown on the plans, unless directed otherwise by the Engineer during installation.

Reference is made herein to Section 2.02 of the General Conditions of Agreement. Delete this paragraph in its entirety and substitute therefor the following:

"2.02 General Administration of Construction. It is agreed by the Contractor that the Engineer shall be and is hereby authorized to appoint from time to time such representatives as the said Engineer may deem proper to inspect the material furnished and the work done by the Contractor under this Agreement to determine that the said material is furnished, and said work is done in accordance with the plans and specifications therefor. The Contractor shall furnish all reasonable aid and assistance required by such representatives for the proper examination of the work. The Contractor shall regard and obey the directions and instructions of any representative so appointed, when such directions and instructions are consistent with the obligations of this Agreement and the accompanying plans and specifications, provided, however, should the Contractor object to any order by said representative, the Contractor may within six (6) days make written appeal to the Engineer for his decision."

Paragraph 5.04, General Conditions of Agreement, is hereby voided and replaced by the following:

On or before the 1st day of each month, the Engineer shall prepare a statement showing as completely as practicable the total value of the work done by the Contractor up to and including the 25th day of the preceding month; said statement shall also include the invoice value of all sound materials delivered, and properly stored and protected, on the site of the work that are to be fabricated into the work.

"The Owner shall then pay the Contractor on or before the 15th of the current month the total amount of the Engineer's statement less 10 percent of the amount thereof, which 10 percent shall be retained until final payment, and further less all previous payments and all further sums that may be retained by the Owner under the terms of this agreement. Such interim payments as may be made, in accordance with appropriate statutes of the State of Texas shall not exceed 90 percent of the value of the work accomplished at the time of such payment as shown by the statement of the Engineer. It is understood, however, that in case the whole work be near completion and same unexpected and unusual delay occurs, the Contractor may, at the Owner's option, be relieved of the obligation to fully complete the work and, thereupon, the Contractor shall receive payment of the balance due him under the contract, subject only to the conditions stated under "Final Payment."

Reference is made herein to Section 5.07 of the General Conditions of Agreement. The first sentence of said Section 5.07 is hereby deleted and replaced with the following:

"Upon the issuance of the Certificate of Completion by the Engineer and issuance of a Certificate of Final Project Completion by the appropriate official of the City of Rowlett, the Engineer shall proceed to make final measurements and prepare final statement of the value of all work performed and materials furnished under the terms of the Agreement and shall certify same to the Owner, who shall pay the Contractor on or after the 30th day, and before the 35th day, after the date of both the Certificate of Completion and the Certificate of Final Project Completion, the balance due the Contractor under the terms of this Agreement, provided he has fully performed his contractual obligations under the terms of this contract; and said payment shall become due in any event upon said performance by the Contractor."

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GENERAL CONDITIONS OF AGREEMENT

1. DEFINITIONS OF TERMS

1.01 OWNER, CONTRACTOR AND ENGINEER. The OWNER, the CONTRACTOR and the ENGINEER are those persons or organizations identified as such in the Agreement and are referred to throughout the Contract Documents as if singular in number and masculine in gender. The term ENGINEER means the ENGINEER or his duly authorized representative. The ENGINEER shall be understood to be the ENGINEER of the OWNER, and nothing contained in the Contract Documents shall create any contractual or agency relationship between the ENGINEER and the CONTRACTOR.

1.02 CONTRACT DOCUMENTS. The Contract Documents shall consist of the Notice to Contractors (Advertisement), Special Conditions (Instructions to Bidders), Proposal, signed Agreement, Performance and Payment Bonds (when required), Special Bonds (when required), General Conditions of the Agreement, Technical Specifications, Plans, and all modifications thereof incorporated in any of the documents before the execution of the agreement.

The Contract Documents are complementary, and what is called for by any one shall be as binding as if called for by all. In case of conflict between any of the Contract Documents, priority of interpretation shall be in the following order: Signed Agreement, Performance and Payment Bonds, Special Bonds (if any), Proposal, Special Conditions of Agreement, Notice to Contractors, Technical Specifications, Plans, and General Conditions of Agreement.

1.03 SUB-CONTRACTOR. The term Sub-Contractor, as employed herein, includes only those having a direct contract with the CONTRACTOR and it includes one who furnishes material worked to a special design according to the plans or specifications of this work, but does not include one who merely furnishes material not so worked.

1.04 WRITTEN NOTICE. Written notice shall be deemed to have been duly served if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered mail to the last business address known to him who gives the notice.

1.05 WORK. The CONTRACTOR shall provide and pay for all materials, supplies, machinery, equipment, tools, superintendence, labor, services, insurance, and all water, light, power, fuel, transportation and other facilities necessary for the execution and completion of the work covered by the contract documents. Unless otherwise specified, all materials shall be new and both workmanship and materials shall be of a good quality. The CONTRACTOR shall, if required, furnish satisfactory evidence as to the kind and quality of materials. Materials or work described in words which so applied have a well known technical or trade meaning shall be held to refer to such recognized standards.

1.06 EXTRA WORK. The term "Extra Work" as used in this contract shall be understood to mean and include all work that may be required by the ENGINEER or OWNER to be done by the CONTRACTOR to accomplish any change, alteration or addition to the work shown upon the plans, or reasonably implied by the specifications, and not covered by the CONTRACTOR'S Proposal, except as provided under "Changes and Alterations", herein.

1.07 WORKING DAY. A "Working Day" is defined as any day not including Saturdays, Sundays or any legal holidays, in which weather or other conditions, not under the control of the CONTRACTOR, will permit construction of the principal units of the work for a period of not less than seven (7) hours between 7:00 a.m. and 6:00 p.m.

1.08 CALENDAR DAY. "Calendar Day" is any day of the week or month, no days being excepted.

1.09 SUBSTANTIALLY COMPLETED. By the term "substantially completed" is meant that the structure has been made suitable for use or occupancy or the facility is in condition to serve its intended purpose, but still may require minor miscellaneous work and adjustment.

2. RESPONSIBILITIES OF THE ENGINEER AND THE CONTRACTOR

2.01 OWNER-ENGINEER RELATIONSHIP. The ENGINEER will be the OWNER'S representative during construction. The duties, responsibilities and limitations of authority of the ENGINEER as the OWNER'S representative during construction are as set forth in the Contract Documents and shall not be extended or limited without written consent of the OWNER and ENGINEER. The ENGINEER will advise and consult with the OWNER, and all of OWNER'S instructions to the CONTRACTOR shall be issued through the ENGINEER.

2.02 PROFESSIONAL INSPECTION BY ENGINEER. The ENGINEER shall make periodic visits to the site to familiarize himself generally with the progress of the executed work and to determine if such work generally meets the essential performance and design features and the technical and functional engineering requirements of the Contract Documents; provided and except, however, that the ENGINEER shall not be responsible for making any detailed, exhaustive, comprehensive or continuous on-site inspection of the quality or quantity of the work or be in any way responsible, directly or indirectly, for the construction means, methods, techniques, sequences, quality, procedures, programs, safety precautions or lack of same incident thereto or in connection therewith. Notwithstanding any other provision of this agreement or any other Contract Document, the ENGINEER shall not be in any way responsible or liable for any acts, errors, omissions or negligence of the CONTRACTOR, any subcontractor or any of the CONTRACTOR'S or subcontractor's agents, servants or employees or any other person, firm or corporation performing or attempting to perform any of the work.

2.03 PAYMENTS FOR WORK. The ENGINEER shall review CONTRACTOR'S applications for payment and supporting data, determine the amount owed to the CONTRACTOR and approve, in writing, payment to CONTRACTOR in such amounts; such approval of payment to CONTRACTOR constitutes a representation to the OWNER of ENGINEER'S professional judgment that the work has progressed to the point indicated to the best of his knowledge, information and belief, but such approval of an application for payment to CONTRACTOR shall not be deemed as a representation by ENGINEER that ENGINEER has made any examination to determine how or for what purpose CONTRACTOR has used the moneys paid on account of the Contract price.

2.04 INITIAL DETERMINATIONS. The ENGINEER initially shall determine all claims, disputes and other matters in question between the CONTRACTOR and the OWNER relating to the execution or progress of the work or the interpretation of the Contract Documents and the ENGINEER'S decision shall be rendered in writing within a reasonable time. Should the ENGINEER fail to make such decision within a reasonable time, appeal to arbitration may be taken as if his decision had been rendered against the party appealing.

2.05 OBJECTIONS. In the event the ENGINEER renders any decision which, in the opinion of either party hereto, is not in accordance with the meaning and intent of this contract, either party may file with the ENGINEER within thirty days his written objection to the decision, and by such action may reserve the right to submit the question so raised to arbitration as hereinafter provided.

2.06 LINES AND GRADES. Unless otherwise specified, all lines and grades shall be furnished by the ENGINEER or his representative. Whenever necessary, construction work shall be suspended to permit performance of this work, but such suspension will be as brief as practicable and the CONTRACTOR shall be allowed no extra compensation therefor. The CONTRACTOR shall give the ENGINEER ample notice of the time and place where lines and grades will be needed. All stakes, marks, etc., shall be carefully preserved by the CONTRACTOR, and in case of careless destruction or removal by him or his employees, such stakes, marks, etc., shall be replaced at the CONTRACTOR'S expense.

2.07 CONTRACTOR'S DUTY AND SUPERINTENDENCE. The CONTRACTOR shall give adequate attention to the faithful prosecution and completion of this contract and shall keep on the work, during its progress, a competent superintendent and any necessary assistants. The superintendent shall represent the CONTRACTOR in his absence and all directions given to him shall be as binding as if given to the CONTRACTOR.

The CONTRACTOR is and at all times shall remain an independent contractor, solely responsible for the manner and method of completing his work under this contract, with full power and authority to select the means, method and manner of performing such work, so long as such methods do not adversely affect the completed improvements, the OWNER and ENGINEER being interested only in the result obtained and conformity of such completed improvements to the plans, specifications and contract.

Likewise, the CONTRACTOR shall be solely responsible for the safety of himself, his employees and other persons, as well as for the protection of the safety of the improvements being erected and the property of himself or any other person, as a result of his operations hereunder. Engineering construction drawings and specifications as well as any additional information concerning the work to be performed passing from or through the ENGINEER shall not be interpreted as requiring or allowing CONTRACTOR to deviate from the plans and specifications, the intent of such drawings, specifications and any other such instructions being to define with particularity the agreement of the parties as to the work the CONTRACTOR is to perform. CONTRACTOR shall be fully and completely liable, at his own expense, for design, construction, installation and use, or non-use, of all items and methods incident to performance of the contract, and for all loss, damage or injury incident thereto, either to person or property, including, without limitation, the adequacy of all temporary supports, shoring, bracing, scaffolding, machinery or equipment, safety precautions or devices, and similar items or devices used by him during construction.

Any review of work in process, or any visit or observation during construction, or any clarification of plans and specifications, by the ENGINEER, or any agent, employee, or representative of either of them, whether through personal observation on the project site or by means of approval of shop drawings for temporary construction or construction processes, or by other means or method, is agreed by the CONTRACTOR to be for the purpose of observing the extent and nature of work completed or being performed, as measured against the drawings and specifications constituting the contract, or for the purpose of enabling CONTRACTOR to more fully understand the plans and specifications so that the completed construction work will conform thereto, and shall in no way relieve the CONTRACTOR from full and complete responsibility for the proper performance of his work on the project, including but without limitation the propriety of means and methods of the CONTRACTOR in performing said contract, and the adequacy of any designs, plans or other facilities for accomplishing such performance. Deviation by the CONTRACTOR from plans and specifications that may have been in evidence during any such visitation or observation by the ENGINEER, or any of his representatives, whether called to the CONTRACTOR'S attention or not shall in no way relieve CONTRACTOR from his responsibility to complete all work in accordance with said plans and specifications.

2.08 CONTRACTOR'S UNDERSTANDING. It is understood and agreed that the CONTRACTOR has, by careful examination, satisfied himself as to the nature and location of the work, the conformation of the ground, the character, quality and quantity of the materials to be encountered, the character of equipment and facilities needed preliminary to and during the prosecution of the work, the general and local conditions, and all other matters which can in any way affect the work under this contract. No verbal agreement or conversation with any officer, agent or employee of the OWNER or ENGINEER either before or after the execution of this contract, shall affect or modify any of the terms or obligations herein contained.

2.09 CHARACTER OF WORKMEN. The CONTRACTOR agrees to employ only orderly and competent men, skillful in the performance of the type of work required under this contract, to do the work; and agrees that whenever the ENGINEER shall inform him in writing that any man or men on the work are, in his opinion, incompetent, unfaithful or disorderly, such man or men shall be discharged from the work and shall not again be employed on the work without the ENGINEER'S written consent.

2.10 CONTRACTOR'S BUILDINGS. The building of structures for housing men, or the erection of tents or other forms of protection, will be permitted only at such places as the ENGINEER shall direct, and the sanitary conditions of the grounds in or about such structures shall at all times be maintained in a manner satisfactory to the ENGINEER.

2.11 SANITATION. Necessary sanitary conveniences for the use of laborers on the work, properly secluded from public observation, shall be constructed and maintained by the CONTRACTOR in such manner and at such points as shall be approved by the ENGINEER, and their use shall be strictly enforced.

2.12 SHOP DRAWINGS. The CONTRACTOR shall submit to the ENGINEER, with such promptness as to cause no delay in his own work or in that of any other Contractor, four checked copies, unless otherwise specified, of all shop and/or setting drawings and schedules required for the work of the various trades, and the ENGINEER shall pass upon them with reasonable promptness, making desired corrections. The CONTRACTOR shall make any corrections required by the ENGINEER, file with him two corrected copies and furnish such other copies as may be needed. The ENGINEER'S approval of such drawings or schedules shall not relieve the CONTRACTOR from responsibility for deviations from drawings or specifications, unless he has in writing called the ENGINEER'S attention to such deviations at the time of submission, nor shall it relieve him from responsibility for errors of any sort in shop drawings or schedules. It shall be the CONTRACTOR'S responsibility to fully and completely review all shop drawings to ascertain their effect on his ability to perform the required contract work in accordance with the plans and specifications and within the contract time.

Such review by the ENGINEER shall be for the sole purpose of determining the sufficiency of said drawings or schedules to result in finished improvements in conformity with the plans and specifications, and shall not relieve the CONTRACTOR of his duty as an independent contractor as previously set forth, it being expressly understood and agreed that the ENGINEER does not assume any duty to pass upon the propriety or adequacy of such drawings or schedules, or any means or methods reflected thereby, in relation to the safety of either person or property during CONTRACTOR'S performance hereunder.

2.13 PRELIMINARY APPROVAL. The ENGINEER shall not have the power to waive the obligations of this contract for the furnishing by the CONTRACTOR of good material, and of his performing good work as herein described, and in full accordance with the plans and specifications. No failure or omission of the ENGINEER to discover, object to or condemn any defective work or material shall release the CONTRACTOR from the obligations to fully and properly perform the contract, including without limitations, the obligation to at once tear out, remove and properly replace the same at any time prior to final acceptance upon the discovery of said defective work or material; provided, however, that the ENGINEER shall, upon request of the CONTRACTOR, inspect and accept or reject any material furnished, and in event the material has been once accepted by the ENGINEER, such acceptance shall be binding on the OWNER, unless it can be clearly shown that such material furnished does not meet the specifications for this work.

Any questioned work may be ordered taken up or removed for re-examination, by the ENGINEER, prior to final acceptance, and if found not in accordance with the specifications for said work, all expense of removing, re-examination and replacement shall be borne by the CONTRACTOR, otherwise the expense thus incurred shall be allowed as EXTRA WORK, and shall be paid for by the OWNER; provided that, where inspection or approval is specifically required by the specifications prior to performance of certain work, should the CONTRACTOR proceed with such work without requesting prior inspection or approval he shall bear all expense of taking up, removing, and replacing this work if so directed by the ENGINEER.

2.14 DEFECTS AND THEIR REMEDIES. It is further agreed that if the work or any part thereof, or any material brought on the site of the work for use in the work or selected for the same, shall be deemed by the ENGINEER as unsuitable or not in conformity with the specifications, the CONTRACTOR shall, after receipt of written notice thereof from the ENGINEER, forthwith remove such material and rebuild or otherwise remedy such work so that it shall be in full accordance with this contract.

2.15 CHANGES AND ALTERATIONS. The CONTRACTOR further agrees that the OWNER may make such changes and alterations as the OWNER may see fit, in the line, grade, form, dimensions, plans or materials for the work herein contemplated, or any part thereof, either before or after the beginning of the construction, without affecting the validity of this contract and the accompanying Performance and Payment Bonds.

If such changes or alterations diminish the quantity of the work to be done, they shall not constitute the basis for a claim for damages, or anticipated profits on the work that may be dispensed with, except as provided for unit price items under Section 5 "Measurement and Payment." If the amount of work is increased, and the work can fairly be classified under the specifications, such increase shall be paid for according to the quantity actually done and at the unit price, if any, established for such work under this contract, except as provided for unit price items under Section 5 "Measurement and Payment;" otherwise, such additional work shall be paid for as provided under Extra Work. In case the OWNER shall make such changes or alterations as shall make useless any work already done or material already furnished or used in said work, then the OWNER shall recompense the CONTRACTOR for any material or labor so used, and for any actual loss occasioned by such change, due to actual expenses incurred in preparation for the work as originally planned.

3. GENERAL OBLIGATIONS AND RESPONSIBILITIES

3.01 KEEPING OF PLANS AND SPECIFICATIONS ACCESSIBLE. The ENGINEER shall furnish the CONTRACTOR with an adequate and reasonable number of copies of all plans and specifications without expense to him, and the CONTRACTOR shall keep one copy of the same constantly accessible on the work, with the latest revisions noted thereon.

3.02 OWNERSHIP OF DRAWINGS. All drawings, specifications and copies thereof furnished by the ENGINEER shall not be reused on other work, and, with the exception of the signed contract sets, are to be returned to him on request, at the completion of the work. All models are the property of the OWNER.

3.03 ADEQUACY OF DESIGN. It is understood that the OWNER believes it has employed competent engineers and designers. It is, therefore, agreed that the OWNER shall be responsible for the adequacy of the design, sufficiency of the Contract Documents, the safety of the structure and the practicability of the operations of the completed project; provided the CONTRACTOR has complied with the requirements of the said Contract Documents, all approved modifications thereof, and additions and alterations thereto approved in writing by the OWNER. The burden of proof of such compliance shall be upon the CONTRACTOR to show that he has complied with the said requirements of the Contract Documents, approved modifications thereof and all approved additions and alterations thereto.

3.04 RIGHT OF ENTRY. The OWNER reserves the right to enter the property or location on which the works herein contracted for are to be constructed or installed, by such agent or agents as he may elect, for the purpose of inspecting the work, or for the purpose of constructing or installing such collateral work as said OWNER may desire.

3.05 COLLATERAL CONTRACTS. The OWNER agrees to provide by separate contract or otherwise, all labor and material essential to the completion of the work specifically excluded from this contract, in such manner as not to delay the progress of the work, or damage said CONTRACTOR, except where such delays are specifically mentioned elsewhere in the Contract Documents.

3.06 DISCREPANCIES AND OMISSIONS. It is further agreed that it is the intent of this contract that all work must be done and all material must be furnished in accordance with the generally accepted practice, and in the event of any discrepancies between the separate contract documents, the priority of interpretation defined under "Contract Documents" shall govern. In the event that there is still any doubt as to the meaning and intent of any portion of the contract, specifications or drawings, the ENGINEER shall define which is intended to apply to the work.

3.07 EQUIPMENT, MATERIALS AND CONSTRUCTION PLANT. The CONTRACTOR shall be responsible for the care, preservation, conservation, and protection of all materials, supplies, machinery, equipment, tools, apparatus, accessories, facilities, all means of construction, and any and all parts of the work, whether the CONTRACTOR has been paid, partially paid, or not paid for such work, until the entire work is completed and accepted.

3.08 DAMAGES. In the event the CONTRACTOR is damaged in the course of the completion of the work by the act, neglect, omission, mistake or default of the OWNER, or of the ENGINEER, or of any other CONTRACTOR employed by the OWNER upon the work, thereby causing loss to the CONTRACTOR, the OWNER agrees that he will reimburse the CONTRACTOR for such loss. In the event the OWNER is damaged in the course of the work by the act, negligence, omission, mistake or default of the CONTRACTOR, or should the CONTRACTOR unreasonably delay the progress of the work being done by others on the job so as to cause loss for which the OWNER becomes liable, then the CONTRACTOR shall reimburse the OWNER for such loss.

3.09 PROTECTION AGAINST ACCIDENT TO EMPLOYEES AND THE PUBLIC. The CONTRACTOR shall at all times exercise reasonable precautions for the safety of employees and others on or near the work and shall comply with all applicable provisions of Federal, State, and Municipal safety laws and building and construction codes. All machinery and equipment and other physical hazards shall be guarded in accordance with the "Manual of Accident Prevention in Construction" of the Associated General Contractors of America except where incompatible with Federal, State, or Municipal laws or regulations. The CONTRACTOR shall provide such machinery guards, safe walkways, ladders, bridges, gangplanks, and other safety devices. The safety precautions actually taken and their adequacy shall be the sole responsibility of the CONTRACTOR, acting at his discretion as an independent contractor.

3.10 PERFORMANCE AND PAYMENT BONDS. Unless otherwise specified, it is further agreed by the parties to this Contract that the CONTRACTOR will execute separate performance and payment bonds, each in the sum of one hundred (100) percent of the total contract price, in standard forms for this purpose, guaranteeing faithful performance of the work and the fulfillment of any guarantees required, and further guaranteeing payment to all persons supplying labor and materials or furnishing him any equipment in the execution of the Contract, and it is agreed that this Contract shall not be in effect until such performance and payment bonds are furnished and approved by the OWNER.

Unless otherwise approved in writing by the OWNER, the surety company underwriting the bonds shall be acceptable according to the latest list of companies holding certificates of authority from the Secretary of the Treasury of the United States.

Unless otherwise specified, the cost of the premium for the performance and payment bonds shall be included in the CONTRACTOR'S proposal.

3.11 LOSSES FROM NATURAL CAUSES. Unless otherwise specified, all loss or damage to the CONTRACTOR arising out of the nature of the work to be done, or from the action of the elements, or from any unforeseen circumstance in the prosecution of the same, or from unusual obstructions or difficulties which may be encountered in the prosecution of the work, shall be sustained and borne by the CONTRACTOR at his own cost and expense.

3.12 PROTECTION OF ADJOINING PROPERTY. The said CONTRACTOR shall take proper means to protect the adjacent or adjoining property or properties in any way encountered, which might be injured or seriously affected by any process of construction to be undertaken under this Agreement, from any damage or injury by reason of said process of construction; and he shall be liable for any and all claims for such damage on account of his failure to fully protect all adjoining property. The CONTRACTOR agrees to indemnify, save and hold harmless the OWNER and ENGINEER against any claim or claims for damages due to any injury to any adjacent or adjoining property, arising or growing out of the performance of the contract; but any such indemnity shall not apply to any claim of any kind arising out of the existence or character of the work.

3.13 PROTECTION AGAINST CLAIMS OF SUB-CONTRACTORS, LABORERS, MATERIALMEN AND FURNISHERS OF MACHINERY, EQUIPMENT AND SUPPLIES. The CONTRACTOR agrees that he will indemnify and save the OWNER and ENGINEER harmless from all claims growing out of the lawful demands of sub-contractors, laborers, workmen, mechanics, materialmen and furnishers of machinery and parts thereof, equipment, power tools, and all supplies, including commissary, incurred in the furtherance of the performance of this contract. When so desired by the OWNER, the CONTRACTOR shall furnish satisfactory evidence that all obligations of the

nature hereinabove designated have been paid, discharged or waived. If the CONTRACTOR fails so to do, then the OWNER may at the option of the CONTRACTOR either pay directly any unpaid bills, of which the OWNER has written notice, or withhold from the CONTRACTOR'S unpaid compensation a sum of money deemed reasonably sufficient to liquidate any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged, whereupon payments to the CONTRACTOR shall be resumed in full, in accordance with the terms of this contract, but in no event shall the provisions of this sentence be construed to impose any obligation upon the OWNER by either the CONTRACTOR or his Surety.

3.14 PROTECTION AGAINST ROYALTIES OR PATENTED INVENTION. The CONTRACTOR shall pay all royalties and license fees, and shall provide for the use of any design, device, material or process covered by letters patent or copyright by suitable legal agreement with the patentee or owner. The CONTRACTOR shall defend all suits or claims for infringement of any patent or copyright rights and shall indemnify and save the OWNER and ENGINEER harmless from any loss on account thereof, except that the OWNER shall defend all such suits and claims and shall be responsible for all such loss when a particular design, device, material or process or the product of a particular manufacturer or manufacturers is specified or required by the OWNER; provided, however, if choice of alternate design, device, material or process is allowed to the CONTRACTOR, then CONTRACTOR shall indemnify and save OWNER harmless from any loss on account thereof. If the material or process specified or required by the OWNER is an infringement, the CONTRACTOR shall be responsible for such loss unless he promptly gives such information to the OWNER.

3.15 LAWS AND ORDINANCES. The CONTRACTOR shall at all times observe and comply with all Federal, State and local laws, ordinances and regulations, which in any manner affect the contract or the work, and shall indemnify and save harmless the OWNER and ENGINEER against any claim arising from the violation of any such laws, ordinances, and regulations whether by the CONTRACTOR or his employees, except where such violations are called for by the provisions of the Contract Documents. If the CONTRACTOR observes that the plans and specifications are at variance therewith, he shall promptly notify the ENGINEER in writing, and any necessary changes shall be adjusted as provided in the contract for changes in the work. If the CONTRACTOR performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the ENGINEER, he shall bear all costs arising therefrom. In case the OWNER is a body politic and corporate, the law from which it derives its powers, insofar as the same regulates the objects for which, or the manner in which, or the conditions under which the OWNER may enter into contract, shall be controlling, and shall be considered as part of this contract, to the same effect as though embodied herein.

3.16 ASSIGNMENT AND SUBLETTING. The CONTRACTOR further agrees that he will retain personal control and will give his personal attention to the fulfillment of this contract and that he will not assign by Power of Attorney, or otherwise, or sublet said contract without the written consent of the ENGINEER, and that no part or feature of the work will be sublet to anyone objectionable to the ENGINEER or the OWNER. The CONTRACTOR further agrees that the subletting of any portion or feature of the work, or materials required in the performance of this contract, shall not relieve the CONTRACTOR from his full obligations to the OWNER, as provided by this Agreement.

3.17 INDEMNIFICATION. The CONTRACTOR shall defend, indemnify and hold harmless the OWNER and the ENGINEER and their respective officers, agents and employees, from and against all damages, claims, losses, demands, suits, judgments and costs, including reasonable attorneys' fees and expenses, arising out of or resulting from the performance of the work, provided that any such damages, claim, loss, demand, suit, judgment, cost or expense:

- (1) Is attributable to bodily injury, sickness, disease or death or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting therefrom; and,

- (2) Is caused in whole or in part by any negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any one of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

The obligation of the CONTRACTOR under this Paragraph shall not extend to the liability of the ENGINEER, his agents or employees arising out of the preparation or approval of maps, drawings, reports, surveys, Change Orders, designs or specifications, or the giving of or the failure to give directions or instructions by the ENGINEER, his agents or employees, provided such giving or failure to give is the primary cause of the injury or damage.

3.18 INSURANCE. The CONTRACTOR at his own expense shall purchase, maintain and keep in force such insurance as will protect him from claims set forth below which may arise out of or result from the CONTRACTOR'S operations under the Contract, whether such operations be by himself or by any Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- (1) Workmen's compensation claims, disability benefits and other similar employee benefit acts;
- (2) Claims for damages because of bodily injury, occupational sickness or disease, or death of his employees, and claims insured by usual bodily injury liability coverages;
- (3) Claims for damages because of bodily injury, sickness or disease, or death of any person other than his employees, and claims insured by usual bodily injury liability coverages; and
- (4) Claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom.

3.18.1 CERTIFICATE OF INSURANCE. Before commencing any of the work, CONTRACTOR shall file with the OWNER valid Certificates of Insurance acceptable to the OWNER and the ENGINEER. Such Certificates shall contain a provision that coverages afforded under the policies will not be cancelled until at least fifteen days' prior written notice has been given to the OWNER.

The CONTRACTOR shall also file with the OWNER valid Certificates of Insurance covering all sub-contractors.

4. PROSECUTION AND PROGRESS

4.01 TIME AND ORDER OF COMPLETION. It is the meaning and intent of this contract, unless otherwise herein specifically provided, that the CONTRACTOR shall be allowed to prosecute his work at such times and seasons, in such order of precedence, and in such manner as shall be most conducive to economy of construction: provided, however, that the order and the time of prosecution shall be such that the work shall be substantially completed as a whole and in part, in accordance with this contract, the plans and specifications, and within the time of completion designated in the Proposal; provided, also, that when the OWNER is having other work done, either by contract or by his own force, the ENGINEER may direct the time and manner of constructing the work done under this contract, so that conflict will be avoided and the construction of the various works being done for the OWNER shall be harmonized.

The CONTRACTOR shall submit, at such times as may reasonably be requested by the ENGINEER, schedules which shall show the order in which the CONTRACTOR proposes to carry on the work, with dates at which the CONTRACTOR will start the several parts of the work, and estimated dates of completion of the several parts.

4.02 EXTENSION OF TIME. Should the CONTRACTOR be delayed in the completion of the work by any act or neglect of the OWNER or ENGINEER, or of any employee of either, or by other contractors employed by the OWNER, or by changes ordered in the work, or by strikes, lockouts, fires, and unusual delays by common carriers, or unavoidable cause or causes beyond the CONTRACTOR'S control, or by any cause which the ENGINEER shall decide justifies the delay, then an extension of time shall be allowed for completing the work, sufficient to compensate for the delay, the amount of the extension to be determined by the ENGINEER, provided, however, that the CONTRACTOR shall give the ENGINEER prompt notice in writing of the cause of such delay.

4.03 HINDRANCES AND DELAYS. No claims shall be made by the CONTRACTOR for damages resulting from hindrances or delays from any cause (except where the work is stopped by order of the OWNER) during the progress of any portion of the work embraced in this contract. In case said work shall be stopped by the act of the OWNER, then such expense as in the judgment of the ENGINEER is caused by such stoppage of said work shall be paid by the OWNER to the CONTRACTOR.

5. MEASUREMENT AND PAYMENT

5.01 QUANTITIES AND MEASUREMENTS. No extra or customary measurements of any kind will be allowed, but the actual measured and/or computed length, area, solid contents, number and weight only shall be considered, unless otherwise specifically provided.

5.02 ESTIMATED QUANTITIES. This agreement, including the specifications, plans and estimate, is intended to show clearly all work to be done and material to be furnished hereunder. Where the estimated quantities are shown for the various classes of work to be done and material to be furnished under this contract, they are approximate and are to be used only as a basis for estimating the probable cost of the work and for comparing the proposals offered for the work. It is understood and agreed that the actual amount of work to be done and material to be furnished under this contract may differ somewhat from these estimates, and that where the basis for payment under this contract is the unit price method, payment shall be for the actual amount of such work done and the material furnished.

Where payment is based on the unit price method, the CONTRACTOR agrees that he will make no claim for damages, anticipated profits or otherwise on account of any differences which may be found between the quantities of work actually done, the material actually furnished under this contract and the estimated quantities contemplated and contained in the proposal; provided, however, that in case the actual quantity of any major item should become as much as 20% more than, or 20% less than the estimated or contemplated quantity for such items, then either party to this Agreement, upon demand, shall be entitled to a revised consideration upon the portion of the work above or below 20% of the estimated quantity.

A "Major Item" shall be construed to be any individual bid item incurred in the proposal that has a total cost equal to or greater than five (5) per cent of the total contract cost, computed on the basis of the proposal quantities and the contract unit prices.

Any revised consideration is to be determined by agreement between the parties, otherwise by the terms of this Agreement, as provided under "Extra Work."

5.03 PRICE OF WORK. In consideration of the furnishing of all the necessary labor, equipment and material, and the completion of all work by the CONTRACTOR, and on the completion of all work and of the delivery of all material embraced in this Contract in full conformity with the specifications and stipulations herein contained, the OWNER agrees to pay the CONTRACTOR the prices set forth in the Proposal hereto attached, which has been made a part of this contract. The CONTRACTOR hereby agrees to receive such prices in full for furnishing all material and all labor required for the aforesaid work, also for all expense incurred by him, and for well and truly performing the same and the whole thereof in the manner and according to this Agreement.

5.04 PARTIAL PAYMENTS. On or before the 10th day of each month, the CONTRACTOR shall prepare and submit to the ENGINEER for approval or modification a statement showing as completely as practicable the total value of the work done by the CONTRACTOR up to and including the last day of the preceding month; said statement shall also include the value of all sound materials delivered on the site of the work that are to be fabricated into the work.

The OWNER shall then pay the CONTRACTOR on or before the 15th day of the current month the total amount of the approved statement, less 10 per cent of the amount thereof, which 10 per cent shall be retained until final payment, and further less all previous payments and all further sums that may be retained by the OWNER under the terms of this Agreement. It is understood, however, that in case the whole work be near to completion and some unexpected and unusual delay occurs due to no fault or neglect on the part of the CONTRACTOR, the OWNER may—upon written recommendation of the ENGINEER—pay a reasonable and equitable portion of the retained percentage to the CONTRACTOR, or the CONTRACTOR at the OWNER'S option, may be relieved of the obligation to fully complete the work and, thereupon, the CONTRACTOR shall receive payment of the balance due him under the contract subject only to the conditions stated under "Final Payment."

5.05 USE OF COMPLETED PORTIONS. The OWNER shall have the right to take possession of and use any completed or partially completed portions of the work, notwithstanding the time for completing the entire work or such portions may not have expired but such taking possession and use shall not be deemed an acceptance of any work not completed in accordance with the Contract Documents. If such prior use increases the cost of or delays the work, the CONTRACTOR shall be entitled to such extra compensation, or extension of time, or both, as the ENGINEER may determine.

The CONTRACTOR shall notify the ENGINEER when, in the CONTRACTOR'S opinion, the contract is "substantially completed" and when so notifying the ENGINEER, the CONTRACTOR shall furnish to the ENGINEER in writing a detailed list of unfinished work. The ENGINEER will review the CONTRACTOR'S list of unfinished work and will add thereto such items as the CONTRACTOR has failed to include. The "substantial completion" of the structure or facility shall not excuse the CONTRACTOR from performing all of the work undertaken, whether of a minor or major nature, and thereby completing the structure or facility in accordance with the Contract Documents.

5.06 FINAL COMPLETION AND ACCEPTANCE. Within ten (10) days after the CONTRACTOR has given the ENGINEER written notice that the work has been completed, or substantially completed, the ENGINEER and the OWNER shall inspect the work and within said time, if the work be found to be completed or substantially completed in accordance with the Contract Documents, the ENGINEER shall issue to the OWNER and the CONTRACTOR his Certificate of Completion, and thereupon it shall be the duty of the OWNER within ten (10) days to issue a Certificate of Acceptance of the work to the CONTRACTOR or to advise the CONTRACTOR in writing of the reason for non-acceptance.

5.07 FINAL PAYMENT. Upon the issuance of the Certificate of Completion, the ENGINEER shall proceed to make final measurements and prepare final statement of the value of all work performed and materials furnished under the terms of the Agreement and shall certify same to the OWNER, who shall pay to the CONTRACTOR on or after the 30th day, and before the 35th day, after the date of the Certificate of Completion, the balance due the CONTRACTOR under the terms of this Agreement, provided he has fully performed his contractual obligations under the terms of this contract; and said payment shall become due in any event upon said performance by the CONTRACTOR. Neither the Certificate of Acceptance nor the final payment, nor any provision in the Contract Documents, shall relieve the CONTRACTOR of the obligation for fulfillment of any warranty which may be required.

5.08 PAYMENTS WITHHELD. The OWNER may, on account of subsequently discovered evidence, withhold or nullify the whole or part of any certificate to such extent as may be necessary to protect himself from loss on account of:

- (a) Defective work not remedied.
- (b) Claims filed or reasonable evidence indicating probable filing of claims.
- (c) Failure of the CONTRACTOR to make payments properly to sub-contractors or for material or labor.
- (d) Damage to another contractor.
- (e) Reasonable doubt that the work can be completed for the unpaid balance of the contract amount.
- (f) Reasonable indication that the work will not be completed within the contract time.

When the above grounds are removed or the CONTRACTOR provides a Surety Bond satisfactory to the OWNER, which will protect the OWNER in the amount withheld, payment shall be made for amounts withheld because of them.

5.09 DELAYED PAYMENTS. Should the OWNER fail to make payment to the CONTRACTOR of the sum named in any partial or final statement, when payment is due, then the OWNER shall pay to the CONTRACTOR, in addition to the sum shown as due by such statement, interest thereon at the rate of six (6) per cent per annum, unless otherwise specified, from date due as provided under "Partial Payments" and "Final Payments," until fully paid, which shall fully liquidate any injury to the CONTRACTOR growing out of such delay in payment, but the right is expressly reserved to the CONTRACTOR in the event payments be not promptly made, as provided under "Partial Payments," to at any time thereafter treat the contract as abandoned by the OWNER and recover compensation, as provided under "Abandonment of Contract," unless such payments are withheld in accordance with the provisions of "Payments Withheld."

6. EXTRA WORK AND CLAIMS

6.01 CHANGE ORDERS: Without invalidating this Agreement, the OWNER may, at any time or from time to time, order additions, deletions or revisions to the work; such changes will be authorized by Change Order to be prepared by the ENGINEER for execution by the OWNER and the CONTRACTOR. The Change Order shall set forth the basis for any change in contract price, as hereinafter set forth for Extra Work, and any change in contract time which may result from the change.

In the event the CONTRACTOR shall refuse to execute a Change Order which has been prepared by the ENGINEER and executed by the OWNER, the ENGINEER may in writing instruct the CONTRACTOR to proceed with the work as set forth in the Change Order and the CONTRACTOR may make claim against the OWNER for Extra Work involved therein, as hereinafter provided.

6.02 MINOR CHANGES: The ENGINEER may authorize minor changes in the work not inconsistent with the overall intent of the Contract Documents and not involving an increase in Contract Price. If the CONTRACTOR believes that any minor change or alteration authorized by the ENGINEER involves Extra Work and entitles him to an increase in the Contract Price, the CONTRACTOR shall make written request to the ENGINEER for a written Field Order.

In such case, the CONTRACTOR by copy of his communication to the ENGINEER or otherwise in writing shall advise the OWNER of his request to the ENGINEER for a written Field Order and that the work involved may result in an increase in the Contract Price.

Any request by the CONTRACTOR for a change in Contract Price shall be made prior to beginning the work covered by the proposed change.

6.03 EXTRA WORK: It is agreed that the basis of compensation to the CONTRACTOR for work either added or deleted by a Change Order or for which a claim for Extra Work is made shall be determined by one or more of the following methods:

Method (A)—By agreed unit prices; or
Method (B)—By agreed lump sum; or
Method (C)—If neither Method (A) nor Method (B) be agreed upon before the Extra Work is commenced, then the CONTRACTOR shall be paid the "actual field cost" of the work, plus fifteen (15) percent.

In the event said Extra Work be performed and paid for under Method (C), then the provisions of this paragraph shall apply and the "actual field cost" is hereby defined to include the cost to the CONTRACTOR of all workmen, such as foreman, timekeepers, mechanics and laborers, and materials, supplies, teams, trucks, rentals on machinery and equipment, for the time actually employed or used on such Extra Work, plus actual transportation charges necessarily incurred, together with all power, fuel, lubricants, water and similar operating expenses, also all necessary incidental expenses incurred directly on account of such Extra Work, including Social Security, Old Age Benefits and other payroll taxes, and, a rateable proportion of premiums on Performance and Payment Bonds and Maintenance Bonds, Public Liability and Property Damage and Workmen's Compensation, and all other insurance as may be required by any law or ordinance, or directed by the OWNER, or by them agreed to. The ENGINEER may direct the form in which accounts of the "actual field cost" shall be kept and the records of these accounts shall be made available to the ENGINEER. The ENGINEER or OWNER may also specify in writing, before the work commences, the method of doing the work and the type and kind of machinery and equipment to be used; otherwise these matters shall be determined by the CONTRACTOR. Unless otherwise agreed upon, the prices for the use of machinery and equipment shall be determined by using 100 per cent, unless otherwise specified, of the latest schedule of Equipment Ownership Expense adopted by the Associated General Contractors of America. Where practicable the terms and prices for the use of machinery and equipment shall be incorporated in the Written Extra Work Order. The fifteen (15%) per cent of the "actual field cost" to be paid the CONTRACTOR shall cover and compensate him for his profit, overhead, general superintendence and field office expense, and all other elements of cost and expense not embraced within the "actual field cost" as herein defined, save that where the CONTRACTOR'S Camp or Field Office must be maintained primarily on account of such Extra Work; then the cost to maintain and operate the same shall be included in the "actual field cost."

No claim for Extra Work of any kind will be allowed unless ordered in writing by the ENGINEER. In case any orders or instructions, either oral or written, appear to the CONTRACTOR to involve Extra Work for which he should receive compensation or an adjustment in the construction time, he shall make written request to the ENGINEER for written order authorizing such Extra Work. Should a difference of opinion arise as to what does or does not constitute Extra Work, or as to the payment therefor, and the ENGINEER insists upon its performance, the CONTRACTOR shall proceed with the work after making written request for written order and shall keep an accurate account of the "actual field cost" thereof, as provided under Method (C). The CONTRACTOR will thereby preserve the right to submit the matter of payment to arbitration, as hereinbelow provided.

6.04 TIME OF FILING CLAIMS. It is further agreed by both parties hereto that all questions of dispute or adjustment presented by the CONTRACTOR shall be in writing and filed with the ENGINEER within thirty (30) days after the ENGINEER has given any directions, order or instruction to which the CONTRACTOR desires to take exception. The ENGINEER shall reply within thirty (30) days to such written exceptions by the CONTRACTOR and render his final decision in writing. In case the CONTRACTOR should appeal from the ENGINEER'S decision, any demand for arbitration shall be filed with the ENGINEER and the OWNER in writing within ten (10) days after the date of delivery to CONTRACTOR of the ENGINEER'S final decision. It is further agreed that final acceptance of the work by the OWNER and the acceptance by the CONTRACTOR of the final payment shall be a bar to any claims by either party, except where noted otherwise in the Contract Documents.

6.05 ARBITRATION. All questions of dispute under this Agreement shall be submitted to arbitration at the request of either party to the dispute. The parties may agree upon one arbiter, otherwise, there shall be three, one named in writing by each party, and the third chosen

by the two arbiters so selected; or if the arbiters fail to select a third within ten (10) days, he shall be chosen by a District Judge serving the County in which the major portion of the project is located, unless otherwise specified. Should the party demanding arbitration fail to name an arbiter within ten (10) days of the demand, his right to arbitrate shall lapse, and the decision of the ENGINEER shall be final and binding on him. Should the other party fail to choose an arbiter within ten (10) days, the ENGINEER shall appoint such arbiter. Should either party refuse or neglect to supply the arbiters with any papers or information demanded in writing, the arbiters are empowered by both parties to take ex parte proceedings.

The arbiters shall act with promptness. The decision of any two shall be binding on both parties to the contract. The decision of the arbiters upon any question submitted to arbitration under this contract shall be a condition precedent to any right of legal action. The decision of the arbiter or arbiters may be filed in court to carry it into effect.

The arbiters, if they deem the case demands it, are authorized to award the party whose contention is sustained, such sums as they deem proper for the time, expense and trouble incident to the appeal, and if the appeal was taken without reasonable cause, they may award damages for any delay occasioned thereby. The arbiters shall fix their own compensation, unless otherwise provided by agreement, and shall assess the cost and charges of the arbitration upon either or both parties. The award of the arbiters must be made in writing.

7. ABANDONMENT OF CONTRACT

7.01 ABANDONMENT BY CONTRACTOR. In case the CONTRACTOR should abandon and fail or refuse to resume work within ten (10) days after written notification from the OWNER, or the ENGINEER, or if the CONTRACTOR fails to comply with the orders of the ENGINEER, when such orders are consistent with the Contract Documents, then, and in that case, where performance and payment bonds exist, the Sureties on these bonds shall be notified in writing and directed to complete the work, and a copy of said notice shall be delivered to the CONTRACTOR.

After receiving said notice of abandonment the CONTRACTOR shall not remove from the work any machinery, equipment, tools, materials or supplies then on the job, but the same, together with any materials and equipment under contract for the work, may be held for use on the work by the OWNER or the Surety on the performance bond, or another contractor in completion of the work; and the CONTRACTOR shall not receive any rental or credit therefor (except when used in connection with Extra Work, where credit shall be allowed as provided for under Section 6, Extra Work and Claims), it being understood that the use of such equipment and materials will ultimately reduce the cost to complete the work and be reflected in the final settlement.

Where there is no performance bond provided or in case the Surety should fail to commence compliance with the notice for completion hereinbefore provided for, within ten (10) days after service of such notice, then the OWNER may provide for completion of the work in either of the following elective manners:

7.01.1 The OWNER may thereupon employ such force of men and use such machinery, equipment, tools, materials and supplies as said OWNER may deem necessary to complete the work and charge the expense of such labor, machinery, equipment, tools, materials and supplies to said CONTRACTOR, and expense so charged shall be deducted and paid by the OWNER out of such moneys as may be due, or that may thereafter at any time become due to the CONTRACTOR under and by virtue of this Agreement. In case such expense is less than the sum which would have been payable under this contract, if the same had been completed by the CONTRACTOR, then said CONTRACTOR shall receive the difference. In case such expense is greater than the sum which would have been payable under this contract, if the same had been completed by said CONTRACTOR, then the CONTRACTOR and/or his Surety shall pay the amount of such excess to the OWNER; or

7.01.2 The OWNER under sealed bids, after five (5) days notice published one or more times in a newspaper having general circulation in the county of the location of the work, may let the contract for the completion of the work under substantially the same terms and conditions which are provided in this contract. In case any increase in cost to the OWNER under the new contract as compared to what would have been the cost under this contract, such increase shall be charged to the CONTRACTOR and the Surety shall be and remain bound therefor. However, should the cost to complete any such new contract prove to be less than what would have been the cost to complete under this contract, the CONTRACTOR and/or his Surety shall be credited therewith.

When the work shall have been substantially completed the CONTRACTOR and his Surety shall be so notified and Certificates of Completion and Acceptance, as provided in Paragraph 5.06 hereinabove, shall be issued. A complete itemized statement of the contract accounts, certified to by the ENGINEER as being correct, shall then be prepared and delivered to the CONTRACTOR and his Surety, whereupon the CONTRACTOR and/or his Surety, or the OWNER as the case may be, shall pay the balance due as reflected by said statement, within fifteen (15) days after the date of such Certificate of Completion.

In the event the statement of accounts shows that the cost to complete the work is less than that which would have been the cost to the OWNER had the work been completed by the CONTRACTOR under the terms of this contract; or when the CONTRACTOR and/or his Surety shall pay the balance shown to be due by them to the OWNER, then all machinery, equipment, tools, materials or supplies left on the site of the work shall be turned over to the CONTRACTOR and/or his Surety. Should the cost to complete the work exceed the contract price, and the CONTRACTOR and/or his Surety fail to pay the amount due the OWNER within the time designated hereinabove, and there remains any machinery, equipment, tools, materials or supplies on the site of the work, notice thereof, together with an itemized list of such equipment and materials, shall be mailed to the CONTRACTOR and his Surety at the respective addresses designated in this contract, provided, however, that actual written notice given in any manner will satisfy this condition. After mailing, or other giving of such notice, such property shall be held at the risk of the CONTRACTOR and his Surety subject only to the duty of the OWNER to exercise ordinary care to protect such property. After fifteen (15) days from the date of said notice the OWNER may sell such machinery, equipment, tools, materials or supplies and apply the net sum derived from such sale to the credit of the CONTRACTOR and his Surety. Such sale may be made at either public or private sale, with or without notice, as the OWNER may elect. The OWNER shall release any machinery, equipment, tools, materials, or supplies, which remain on the work, and belong to persons other than the CONTRACTOR or his Surety, to their proper owners. The books on all operations provided herein shall be open to the CONTRACTOR and his Surety.

7.02 ABANDONMENT BY OWNER. In case the OWNER shall fail to comply with the terms of this contract, and should fail or refuse to comply with said terms within ten (10) days after written notification by the CONTRACTOR, then the CONTRACTOR may suspend or wholly abandon the work, and may remove therefrom all machinery, tools and equipment, and all materials on the site of work that have not been included in payments to the CONTRACTOR and have not been wrought into the work. And thereupon the ENGINEER shall make an estimate of the total amount earned by the CONTRACTOR, which estimate shall include the value of all work actually completed by said CONTRACTOR (at the prices stated in the attached proposal where unit prices are used), the value of all partially completed work at a fair and equitable price, and the amount of all Extra Work performed at the prices agreed upon, or provided for by the terms of this contract, and a reasonable sum to cover the cost of any provisions made by the CONTRACTOR to carry the whole work to completion and which cannot be utilized. The ENGINEER shall then make a final statement of the balance due the CONTRACTOR by deducting from the above estimate all previous payments by the OWNER and all other sums that may be retained by the OWNER under the terms of this Agreement and shall certify same to the OWNER who shall pay to the CONTRACTOR on or before thirty (30) days after the date of the notification by the CONTRACTOR the balance shown by said final statement as due the CONTRACTOR, under the terms of this Agreement.

ITEM NO. 101 - GENERAL REQUIREMENTS

1. General: The specifications contain detail instructions and descriptions covering the major items of construction and workmanship necessary for building and completing the various units or elements of the project. The specifications are intended to be so written that only first class workmanship and finish of the best grade and quality will result. The fact that these specifications may fail to be so complete as to cover all details will not relieve the Contractor of full responsibility for providing a complete project of high quality, first class finish and appearance and satisfactory for operation all within the apparent intent of the plans and specifications.

2. Materials: These specifications are intended to be so written that only materials of the best quality and grade will be furnished. The fact that the specifications may fail to be sufficiently complete in some detail will not relieve the Contractor of full responsibility for providing materials of high quality. The specifications for materials set out the minimum standard of quality which the Owner believes necessary to procure a satisfactory project. No substitutions will be permitted unless the Contractor has received written permission of the Engineer to make a substitution for the material which has been specified.

Where the term "Or Equal" or "Or Approved Equal" is used, it is understood that if a material, product or piece of equipment bearing the name so used is furnished, it will be approvable as the particular tradename was used for the purpose of establishing a standard of quality acceptable to the Owner. If a product of any other name is proposed for use, the Engineer's approval thereof must be obtained before the proposed substitute is procured by the Contractor. Wherever the term "Or Equal" is used, it is understood to mean "Or Approved Equal".

The manufacturer of each item of material and/or equipment shall furnish the Owner with a sworn statement that all material furnished by him under this contract complies with these specifications and all applicable A.S.T.M., A.W.W.A., A.S.A., or Federal Specifications as set forth herein.

3. Manufacturer's Qualifications: All material and equipment furnished under this Contract shall be the product of manufacturers who are known to be skilled and who have been regularly engaged for a period of five years or more in the manufacture of each specific type of equipment, or its counterpart.

4. Manufacturer's Representative: The Contractor shall furnish the services of a competent technical representative of the manufacturer for all items of equipment, except such equipment not requiring such service due to its simplicity of installation and adjustment. This service is for the purpose of insuring proper installation and adjustment of the equipment; instructing operating

personnel in proper installation and adjustment of the equipment; instructing operating personnel in proper maintenance and care of the equipment; for making check tests and making recommendations for obtaining the most efficient use of the equipment. No definite time on the job is required for these technical representatives; however, they shall be made available at such times, and over such periods of time, as required to accomplish the specified results. It is not anticipated that an undue amount of time will be required on the part of a representative of any one type of equipment. A product of a manufacturer who does not customarily furnish adequate technical service for proper installation and use of their equipment will not be approved.

5. Installation of Equipment: The Contractor shall install all equipment shown on the plans and described in these specifications. All equipment shall be installed in strict conformity with the manufacturer's technical installation instructions and certified erection drawings. All equipment shall be installed in a workmanlike manner and, when installed, the equipment shall be placed in operation.

6. Change of Location: No change in the alignment is contemplated. However, should a change be necessary due to difficulty in right-of-way, or other reasons, the Owner reserves the right to make such change. Unless it can be clearly shown that such change works an undue hardship on the Contractor, no extra compensation will be allowed the Contractor, except as provided by unit prices applicable to such changes.

7. Handling Materials Not Approved: The Contractor shall remove from the site any materials found to be damaged and any materials not meeting the specifications shall be taken off the site. These materials shall be removed promptly, unless the Engineer will accept the materials after repairing. Materials found to be damaged, or not acceptable to the Engineer, shall be removed if installed and then found to be damaged or not acceptable. Inspection before installation shall not relieve the Contractor from any responsibility to furnish good quality materials.

8. Water for Construction: The Owner will not furnish water for construction to the Contractor.

9. Workmanship: These specifications contain detail instructions and descriptions covering the major items of construction and workmanship necessary for building and completing the various units or elements of the project. The specifications are intended to be so written that only first class workmanship and finish of the best grade and quality will result. The fact that these specifications may fail to be so complete as to cover all details will not relieve the Contractor of full responsibility for providing a completed project of high quality, first class finish and appearance, and satisfactory for operation, all within the apparent intent of the plans and specifications.

10. Clearing and Grubbing: The Contractor shall do all clearing and grubbing necessary for construction operations. All trees, branches, limbs and roots shall be removed and disposed of by the Contractor so as to leave the right-of-way in a neat and presentable condition. Clearing and grubbing shall be done so as not to injure or damage adjacent property. In disposing of brush, particular care shall be taken so as to eliminate the possibility of starting a grass fire. The Contractor shall not remove any more trees than necessary and be careful not to injure or damage any of the remaining trees. Clearing and grubbing shall be considered subsidiary to the price bid for excavation.

11. Fences: Where it is necessary for the Contractor to cut fences, such fences shall be protected, repaired and replaced by the Contractor in a condition equal to, or better than, the original condition. Cuts in fences shall be made in a neat and workmanlike manner and the Contractor shall be responsible for prevention of loss of stock, or pets through gates, breaks or gaps in fences due to construction operations.

12. Safety and Property Protection:

(a) Barricades, Guards and Safety Provisions: To protect persons from injury and to avoid property damage, adequate barricades, construction signs, torches, red lantern and guards as required shall be placed and maintained during the progress of the construction work and until it is safe for traffic to use the trenched roadway. When necessary, watchmen shall be provided to prevent accidents and no extra compensation will be allowed therefor. Rules and regulations of the local authorities respecting safety provisions shall be observed.

(b) Traffic and Utility Controls: Excavations for pipe laying operations shall be conducted in a manner to cause the least interruption to traffic. Where traffic must cross open trenches, the Contractor shall provide suitable bridges at street intersections and driveways. Hydrants under pressure, valve pit covers, valve boxes, curb stop boxes, fire or police call boxes, or other utility controls shall be left unobstructed and accessible during the construction period.

(c) Flow of Drains and Sewers Maintained: Provisions shall be made for the flow of storm and sanitary sewers, drains and water courses encountered during the construction and the structures which may have been disturbed shall be satisfactorily restored upon completion of the work.

(d) Property Protection: Trees, fences, signs, poles, guy wires, and all other property shall be protected unless their removal is authorized; and any property damage shall be satisfactorily restored by the Contractor.

The Contractor shall make adequate provisions for the protection of permanent paving, both concrete and asphalt, from damage by construction equipment.

13. Private and Public Lawns: Where work is to be done across private or public property, the Contractor shall complete the work so that the property will be in a condition equally as good and presentable as existed before this work began. All surplus excavation shall be disposed of by the Contractor at approved locations. The top Twelve (12") inches of backfill shall be suitable topsoil. Where the work is across maintained lawns, the Contractor shall save, protect, care for, and replace the lawn grass. The Owner will furnish water for protecting and caring for the lawn grass; however, the Contractor shall furnish all necessary piping and connections.

14. The Contractor shall not cut any trees, or tree roots larger than one and one-half (1-1/2") inches in diameter, without the consent of the Engineer. Care shall be taken at all times to protect trees along the route of the work.

The Contractor shall protect lawn sprinkler systems and satisfactorily repair any damage that is caused by his operation.

ITEM NO. 102 - STANDARD SPECIFICATIONS

1. The specifications for construction will be "Standards of Design", "Standard Specifications for Construction", "Standard Details", as adopted by the City of Rockwall, Texas, July 1984, Revised - November 1987.
2. These specifications will govern this construction the same as if written out here in full.

ADDITIONS:

3. Water and Sewer:

- A. A 12 gauge copper (tracer wire) will be installed in the ditch with PVC water and with PVC or vitrified clay sewer lines. The tracer wire will be considered subsidiary to the prices bid for sewer mains.
- B. An EMS sanitary marker #1253 as manufactured by APC will be installed with each sewer service. The marker shall be considered subsidiary to the item for sanitary sewer services.
- C. Embedment and encasement shall be considered subsidiary to the price bid for water and sewer mains and services.

ITEM NO. 103 - CLEANUP AND GUARANTEE

1. General: During the prosecution of the work, the Contractor shall maintain the project site in an orderly and acceptable manner. Upon completion of any unit of work, it shall be maintained by the Contractor until acceptance by the Owner.

Upon the completion as a whole of any section of work covered by these contract documents and before final acceptance and final payment will be made, the Contractor shall clean and remove from the site of the project surplus and discarded materials, temporary structures and debris of every kind. He shall leave the site of all work in a neat and orderly condition equal to that which originally existed. Surplus and waste materials removed from the site of the work shall be disposed of at locations satisfactory to the Engineer.

2. Guarantee: The Contractor shall guarantee the work for a period of One (1) year after date of acceptance by the Owner. During this period the Contractor shall make any repairs and/or replacements of defective materials, reworking due to poor workmanship, all as may be required for full compliance with these Specifications. This guarantee shall apply to all matters reported by the Owner in writing within one (1) year period and this guarantee shall be covered by a Maintenance Bond as set forth in the information and Special Instructions to the Bidders.

Site Plan for Harbor Revised

- ✓ 6. Square footage for Bldgs? + parking
- 7. need total landscape evidence to park lot
- 3. Trees in parking lot? where Indian
- ✓ 4. Total landscaping on site - calculation
- 5. ~~Yampan~~ Sup of plants
- ✓ 6. The internal circulation should be built w/ phase 1

Plot

- ✓ 7. need cross access easement on plot for all 4 lots
- ✓ 8. where is trash receptacle

142

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Harbor

1. Needs internal circulation
- ✓ 2. the drive at road west needs to be 24 feet
- ✓ 3. needs 15' setback
- ✓ 4. needs to be 1 acre under the zoning ord.
- ✓ 5. needs to be 200 x 100 min. is not
6. needs 7 add. parking spaces
- ✓ 7. need elevation
8. need landscaping plan
9. need concept plan
- ✓ 10. Drive entrances are too close together
11. need actual calculation of landscaping
12. need masonry fence around trash receptacle
13. need access easements through all 3 drive lanes
14. Internal circulation needs to be provided

Whittle Develop.

Garden Center

1. ~~Time Schedule~~
2. ~~Utility Installation /~~
~~Buildy Permit / CO - when~~
~~are utilities going to be~~
~~submitted~~

Harbor

1. Review Site plan
2. Road improvements on service road
3. plat problems / size / depth /
width - revised plat, Board
of adjustment
4. Utility plans - when are
they going to be submitted -
timing etc.
5. Need to coordinate Concept plan & elevations
for PD-1

Schedule

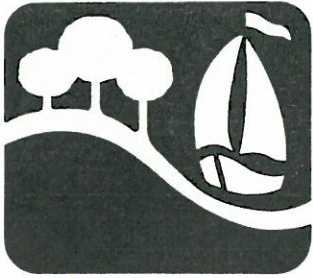
Garden Center

~~Pre-l plat P&Z - March 10~~
~~Engineering & Final Plat dec March 14~~
Pre-l. Plat Council - April 4

Final plat P&Z - April 14
final plat Council - April 18
Issue Buildy permit prior
to completion of utilities -
Council authorization

Harbor

~~Pre-l. plat P&Z - March 10~~
~~Engineering dec March 14~~
~~revised pre-l plat P&Z - March 31~~
Pre-l. plat Council - April 4
City part utilities - April 4
final plat P&Z - April 14
~~BOA variance~~ April 21
final plat Council - May 2
discovery ^{w/} Council
~~re-l plat of utilities - April 6~~



CITY OF ROCKWALL

"THE NEW HORIZON"

26 February, 1988

Mr. Rob Whittle
2804 Ridge Road
Rockwall, Texas 75087

Dear Mr. Whittle:

The Planning and Zoning Commission will hold a public hearing on March 10, 1988, at 7:30 P.M. in City Hall, 205 West Rusk to consider approval of your request for a Conditional Use Permit for a private club for a proposed restaurant to be located on I-30 south at Lake Ray Hubbard.

As the applicant, it is important that you are represented at this meeting. Please call if you have any questions.

Sincerely,

Mary Nichols
Administrative Aide

CC: Harold Evans
Chuck Hodges
MN/mmp

June 2, 1988

Freddie E. Lee
Texas State Dept. of Highways
901 E. Interstate 30
Rockwall, Texas 75087

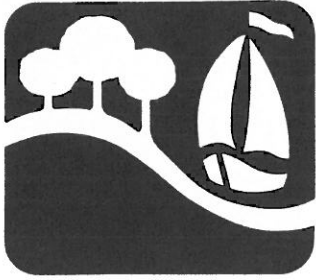
Our company has begun construction of the project known as The Harbor. It is located in Rockwall at the Interstate 30 south service road and Lake Ray Hubbard (just below Culpepper's Restaurant). Julie Couch, the Assistant City Manager of Rockwall, said I should notify you that construction has begun so that you can make any necessary improvements to the service road that are warranted.

Sincerely,



Robert S. Whittle
President
Rockwall Harbor Corporation

cc: Julie Couch



CITY OF ROCKWALL

"THE NEW HORIZON"

June 10, 1988

Mr. Rob Whittle
2804 Ridge Road
Rockwall, Texas 75087

Dear Mr. Whittle:

On June 6, 1988, the Rockwall City Council approved a revised development plan for the Harbor located on the south side of I-30 on Lake Ray Hubbard subject to the following conditions:

1. That areas that remain undeveloped on Lots 1, 2, and 3 be maintained as grass areas.
2. That prior to issuance of a Certificate of Occupancy on the first building the landscaping at the entrance of I-30 be installed.
3. That landscaped areas be revised to remove certain interior landscaped areas within Lots 1 and 2 and increase the landscaped areas at the I-30 entrance by the same square footage of the areas removed as shown on the attached illustration.

Please note that four copies of the revised site plan with the landscape changes must be submitted to this office prior to your application for a building permit. In addition, Council approved a facilities agreement pertaining to the Harbor Development. This also must be executed prior to application for a building permit.

Please call me if you have any questions.

Sincerely,

Mary Nichols
Administrative Assistant

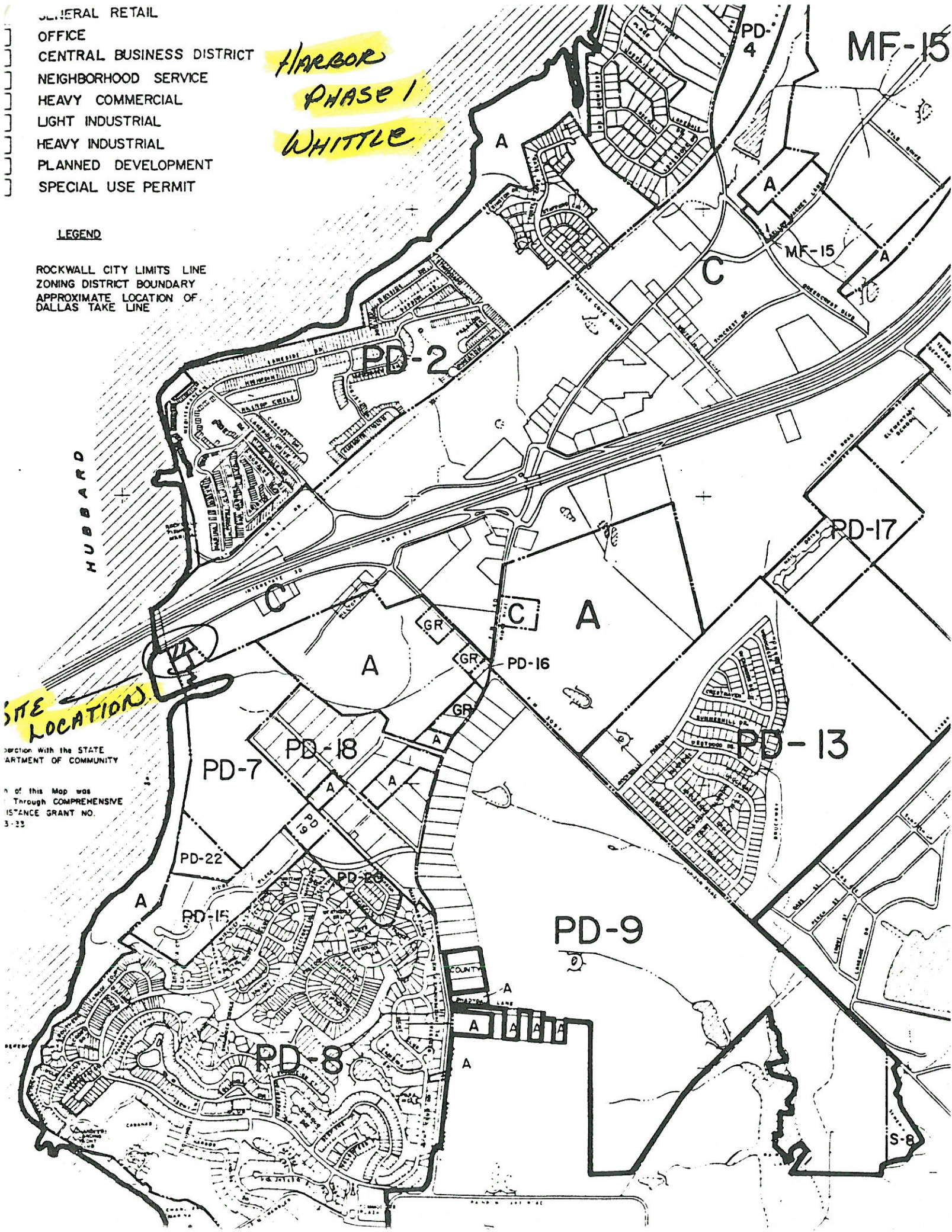
CC: Larry Bennett
Harold Evans
MN/mmp

GENERAL RETAIL
 OFFICE
 CENTRAL BUSINESS DISTRICT
 NEIGHBORHOOD SERVICE
 HEAVY COMMERCIAL
 LIGHT INDUSTRIAL
 HEAVY INDUSTRIAL
 PLANNED DEVELOPMENT
 SPECIAL USE PERMIT

HARBOR
 PHASE 1
 WHITTLE

LEGEND

ROCKWALL CITY LIMITS LINE
 ZONING DISTRICT BOUNDARY
 APPROXIMATE LOCATION OF
 DALLAS TAKE LINE



SITE LOCATION

Cooperation with the STATE
 DEPARTMENT OF COMMUNITY

This Map was
 prepared through COMPREHENSIVE
 PLANNING GRANT NO.
 3-23

PLAT
1ST
SUBMISSION)



AGENDA NOTES
PLANNING AND ZONING COMMISSION

AGENDA DATE March 10, 1988

AGENDA NO. III.G.

AGENDA ITEM P&Z 88-14-CUP/DP/PP - Hold Public Hearing and
Consider Approval of a Request from Whittle
Development for a Conditional Use Permit for a Private
Club as an Accessory to a Restaurant and a Site
Plan/Preliminary Plat for a Proposed Restaurant to be
Located on I-30 at Lake Ray Hubbard

ITEM GENERATED BY Whittle Development

ACTION NEEDED Hold public hearing and consider recommending
approval on denial of CUP and site
plan/preliminary plat

BACKGROUND INFORMATION

Rob Whittle has also submitted a request for approval of a restaurant/private club proposed for the most northerly tract of land in PD-7 located at the end of the south I-30 service road and the lake. He has submitted a request for a CUP for a private club, and a site plan/preliminary plat as well. Our comments regarding the proposal are as follows:

Site Plan

1. Our major concern on this site is the need for a Concept Plan for this PD just as we were concerned about PD-9. This is going in the area that was originally planned for a hotel, and we would like to see how the new concept will look and work. We have requested a Concept Plan from the developer.
2. We believe the site plan needs more detail, including elevations and a detailed landscaping plan. This area is one of the most important areas of the City because of its location and visibility.
3. The total number of required off street parking spaces would be 50, based on the size of the restaurant. The applicant cannot meet this requirement specifically on this site, but it is possible that the overall requirement can be met with development of adjacent sites. This is one reason a Concept Plan is so important.
4. The service road in this area is in fairly bad shape and some discussion needs to address this need.
5. There needs to be a setback provided along the I-30 service road.
6. The trash receptacle needs to be screened with a masonry screen.
7. A detailed landscape plan should be provided at least prior to the issuance of a CO.
8. The drive entrances are closer together than our smallest separation, which is 50 ft. for a local street.

Plat

1. Access easements need to be provided along south property line.
2. There are some utility extensions that will be required prior to construction of this project.

ATTACHMENTS 1. Location Map
 2. Plat
 3. Site Plan

AGENDA ITEM Private Club/Restaurant - Whittle

ITEM NO. III. G.

CITY OF ROCKWALL
PLANNING AND ZONING COMMISSION
Agenda

AGENDA DATE: June 9, 1988

AGENDA NO. III. A.

AGENDA ITEM: P&Z 88-27-CUP - Hold Public Hearing and Consider Approval of a Request from Michael Stephenson for a Conditional Use Permit for a Private Club for a Proposed Restaurant to be Located within the Harbor, a Development Located Off the South Service Road of I-30 at Lake Ray Hubbard

ITEM GENERATED BY: Michael Stephenson, Applicant

ACTION NEEDED: Hold public hearing and consider approval of request

BACKGROUND INFORMATION:

We have received a request for approval of a private club for the Henry Africa restaurant proposed for construction on Lot 4 of the Harbor development along the lake south of I-30. The Planning and Zoning Commission recently approved a site plan for this development that showed a restaurant location on Lot 4. The tenant for this site has now submitted a request to have a private club approved for this restaurant location. The first lot in this development, which is also approved for a restaurant location has already had a private club permit request submitted on it. Approval is pending the submission of a floor plan for consideration by the Council. The request, as submitted, meets all of our minimum requirements for a private club.

ATTACHMENTS:

1. Location Map
2. Approved site Plan

AGENDA ITEM: Private Club/Harbor

ITEM NO: III. A.

Harbor CUP

MINUTES OF THE ROCKWALL CITY COUNCIL

April 4, 1988

Mayor Frank Miller called the meeting to order at 7:00 P. M. with the following Councilmembers present: Nell Welborn, Ken Jones, John Bullock, Bill Fox and Pat Luby. The Mayor conducted the invocation and led the Pledge of Allegiance.

The Council first considered approval of the Consent Agenda which consisted of A) approval of the minutes of March 1, 14, and 21, 1988; B) an ordinance authorizing a change in zoning from "PD-5" Planned Development to "SF"-10 Single Family on a 5 acre tract of land located on Quail Run Road on second reading; C) an ordinance authorizing a Conditional Use Permit for a commercial amusement to allow an indoor golf center at Industrial and I-30 on second reading; D) an ordinance adopting the 1987 National Electrical Code on first reading; and E) a resolution thanking Jean Holt for her contributions to the community. City Manager Bill Eisen read the ordinance captions. Welborn requested that Item E be pulled from the Consent Agenda. She then made a motion to approve the Consent Agenda with the exception of Item E. Jones seconded the motion. The motion was voted on and passed unanimously.

Welborn requested that the Resolution be read aloud by the City Secretary and that the phrase "honorary citizen of Rockwall" be changed to "honored and distinguished citizen of Rockwall". After the reading of the resolution, Jones made a motion to approve the resolution. Luby seconded the motion. The motion was voted on and passed unanimously.

Norm Seligman, Vice Chairman of the Planning and Zoning Commission, discussed the items on the Council Agenda which the Planning and Zoning Commission had reviewed and outlined their recommendations on each. Welborn questioned the basis for the recommendation for a forest green roof and medium beige tone brick for the proposed garden center. Seligman explained that the materials were a mutual decision between the Planning and Zoning Commission and the applicant.

Council then held a public hearing and considered approval of a request from Chandlers Landing Development Corp. for a change in zoning from "A" Agricultural to "PD-8" Planned Development for use as a residential community center and administrative offices and approval of a site plan for the 1.2 acre tract of land located on FM-740. Couch explained that based on the Planning and Zoning Commission recommendations the applicant had submitted a revised site plan. Art Anderson, representing Chandlers Landing Development Corp. addressed the Council and explained that the amenities package submitted in 1985 to the City Council had shown the Rutledge House as a community building. He stated that it was not adopted at that time officially, as it was not zoned or annexed into the City. He pointed out revisions on the site plan which included additional landscaping on the island facing FM-740, the addition of three parking places in the existing parking, addition of a stairwell off of Independence Place for pedestrian traffic, and screening which faced 740 and was extended on one side for the existing residences. He stated that he could not accept the recommendations of the Planning and Zoning Commission regarding the addition of five parking spaces

in the rear off Independence, the addition of outdoor restrooms, and the requirement for screening all the way around the lot. He requested that Council approve the site plan as submitted or deny the request. Luby stated that although there was a grade problem, he preferred that FM-740 be closed off and the existing parking be accessed from Independence Place. Fox stated opposition to incorporating the property into PD-8 unless it was inside a secure area of Chandlers Landing.

Norm Brennecke, President of the Chandlers Landing Homeowners Association, stated that he was disappointed that the site plan was not like the Yacht Club pool and that he supported the recommendations made by the Planning and Zoning Commission. Council discussed restroom accessibility, interior access, the potential for parking on the cul de sac, and the feasibility of providing a drive from Independence Place to the existing parking. Anderson pointed out that the community center was not proposed as a primary facility and that he anticipated minimal traffic. Fox made a motion to approve the change in zoning and the site plan subject to the following conditions: 1) that direct entry would be provided to the restroom facilities; 2) that access to Ridge Road be closed off, bermed, and landscaped; 3) that an access drive be provided from Independence Place to the existing parking; and 4) meeting the conditions of the Planning and Zoning Commission which are as follows: that the uses match the letter dated March 3, 1988, which states that the building would be used for swimming amenities, would contain a big toy for the children, would contain administrative offices for the overall project management of Chandlers Landing, and would be used for small social functions for community members. The Commission further recommended that the facility would not be used as a sales office, that a security fence be built on all sides and rear of the property made of material stronger than a cedar fence of a height of at least 6 ft., that a minimum of 5 parking spaces be provided in the rear of the property, and that landscaped screening be provided on the island between the entrances off of 740. Luby seconded the motion. The motion was voted on and passed unanimously.

Council then held a public hearing and considered approval of a request from Wayne Rogers for a change in zoning from "C" Commercial to "HC" Heavy Commercial on a .508 acre lot located at 1011 South Goliad. Wayne Rogers addressed Council and explained that he proposed to put a body shop in the existing building at that location and the only appropriate zoning category he could apply for was Heavy Commercial. Council discussed the indication of the Land Use Plan in this area which was for Commercial, the zoning on adjacent properties which was Commercial on the sides and SF-7 to the rear, and the possibility of amending the Zoning Ordinance to allow a body shop as a conditional use in Commercial zoning. Welborn made a motion to deny the change in zoning. Fox seconded the motion. The motion was voted on and passed unanimously.

Welborn then made a motion to initiate public hearings and direct the Planning and Zoning Commission to consider amending the Comprehensive Zoning Ordinance to allow a paint and body shop as a conditional use in Commercial zoning. Bullock seconded the motion. The motion was voted on and passed unanimously.

Council then held a public hearing and considered approval of a request from David and Vicki Adams for a change in zoning from "SF-7" Single Family

to "GR" General Retail at 307 North Fannin. Couch explained that the applicants had previously requested that the property be zoned from General Retail to SF-7. They were now requesting that the zoning be reverted back to General Retail. Vicki Adams addressed the Council and explained that she had purchased the house to use it as a rent house, but that the adjacent retail property and the state of repair of some neighboring properties made it undesirable as a rent house. Bullock made a motion to approve the change in zoning. Jones seconded the motion. The motion was voted on and passed unanimously.

Council then held a public hearing and considered approval of a request from Whittle Development for an amendment to PD-9 to include a garden center as a listed use in the General Retail area, consideration of a Conditional Use Permit for a proposed garden center to be located at FM-740 south of Summer Lea Drive, a site plan and a preliminary plat. Rob Whittle, Whittle Development, addressed Council and explained his proposed facility had been modeled after Calloway's on Galloway in Mesquite. He pointed out that a garden center was a good buffer between the proposed retail and the proposed single family residential properties. Council discussed the consensus reached between the developer and the Commission regarding the color of brick and the roof, recommendations of the Architectural Board of Review, setback, the proposed screening, and the additional right-of-way necessary to straighten the curve on FM-740. Whittle pointed out that with cross access easements between the lots, these lots would eventually have an outlet onto Summer Lea Drive. Welborn made a motion to approve the request for an amendment to PD-9, the Conditional Use Permit, the site plan, and the preliminary plat subject to the conditions as recommended by the Planning and Zoning Commission which are as follows: 1. that the preliminary plat be subject to: a) a provision of access easements for cross access to the north; b) additional right-of-way dedication at the final plat stage to provide room for realignment of FM-740, and 2. that the site plan be subject to the following conditions: a) the building is a permanent structure; b) screening is masonry, not wood; c) front and sides are all brick; d) entrance not to exceed 30 ft. in width; e) brick to be medium beige tone; f) forest green standing seam roof; g) dumpster screen to be of the same materials as the main structure; h) any vehicle left on the site will be located behind the building in the area designated as concrete products sales area; i) cross access drive needs to be shown on the site plan; k) that the fence be a 6 ft. concrete flat formed wall with a brick cap and 2 foot brick pilasters every 30 feet from face of building to rear property line. Jones seconded the motion. Fox offered an amendment to require the recommendation of the Traffic Planner regarding traffic control on FM-740. Miller seconded the amendment. The amendment was voted on and passed unanimously. Miller offered another amendment to provide a covenant prohibiting outside storage in Phase II. Bullock seconded the amendment. The amendment was voted on and passed unanimously. Welborn offered a third amendment to require the recommendations of the Traffic Planner on the entire Concept Plan for PD-9. Bullock seconded the motion. The amendment was voted on and passed unanimously. The motion was amended was voted on and passed unanimously.

Council then held a public hearing and considered approval of a request from Whittle Development for a Conditional Use Permit for a private club as an accessory to a restaurant, for a site plan and preliminary plat for a proposed restaurant to be located on I-30 at Lake Ray Hubbard. Couch

outlined the submitted site plan and preliminary plat and the proposed recommendations on each. Rob Whittle explained that these four lots represented the first phase of the Harbor Development. Council discussed the parking, the landscaping, the condition of the south service road of I-30, the necessity for access easements, and the necessity for utility improvements. Couch explained that the applicant had agreed to contractually agree to escrow for the 12 inch water line to be extended from Chandlers Landing. Council discussed the condition of the south service road of Interstate 30 and Couch explained that the Traffic Engineer had looked at the problem and who had stated that the State recognized the need for improvements and proposed beginning street improvements within two months. Jones made a motion to approve the Conditional Use Permit, the site plan, preliminary plat subject to the addition of trees to the landscaping. Bullock seconded the motion. Welborn offered an amendment to the motion to also require that approval be subject to the recommendations of the Planning and Zoning Commission, subject to a contractual agreement for extension of the 12 inch water line and the provision of cross access easements. The Planning and Zoning Commission conditions were as follows: 1) that cross access easements be provided on the plat; 2) that trash location is subject to approval by the contractor and the City; 3) that the internal circulation recommendations be met; and 4) that the applicant be allowed to utilize temporary gravel turnarounds on the drives ending on Lot 4 for a period of six months. Jones seconded the amendment. The amendment was voted on and passed unanimously. The motion as amended was voted on and passed unanimously.

Council then held a public hearing and considered action on two dangerous buildings located at 1755 I-30. Couch explained that notice had been made to the property owner that four buildings were in need of repair. Two had been removed and two remained. Aline McElroy, owner of the two buildings, cited several attempts she had made to remove the buildings and problems that had occurred. After a lengthy discussion, Bullock made a motion to allow the property owner 120 days to remove, demolish, or repair the two buildings and if not done within that 120 days, the City then had the authority to remove the buildings. Welborn seconded the motion. The motion was voted on and passed unanimously.

Council then considered approval of a final plat for the Promise Land Addition. Couch stated that the plat as submitted met all City requirements. Fox made a motion to approve the final plat. Jones seconded the motion. The motion was voted on and passed unanimously.

Council then considered approval of a resolution authorizing execution of an agreement regarding a multi-agency task force. Eisen briefly outlined the agreement. Bullock made a motion to approve the resolution. Jones seconded the motion. The motion was voted on and passed unanimously. Welborn was not in the room for this vote.

Council then discussed calling a public hearing regarding possible designation of one-way service roads for certain sections of I-30 service roads. Council discussed a meeting that had taken place with the State Highway Department, preparation of a press release, and sending notices to the property owners on I-30. After a lengthy discussion, Welborn made a motion to instruct Staff to initiate public hearings and to send written notice to property owners on the north service road from FM-740 to SH-205 and on the

CITY OF ROCKWALL

Council Agenda

AGENDA DATE: June 6, 1988

AGENDA NO. VII. A.

AGENDA ITEM: Discuss and Consider Approval of a Revised Development Plan for the Harbor Located on the South Side of I-30 on Lake Ray Hubbard

ITEM GENERATED BY: Whittle development

ACTION NEEDED: Consider approval of revised development plan, with any conditions included in motion.

BACKGROUND INFORMATION:

The Council has recently approved a development plan for the Harbor development located south of I-30 along the lakeshore. The original plan, a copy of which is attached, indicated 4 lots, with restaurants proposed on 3 lots and office proposed on one. The original concept was also that the buildings would be two story. The site plan as submitted provided exactly the number of parking spaces required.

Since this plan was approved, Mr. Whittle has finalized the lease negotiations and financing for the 44th lot, which will be a restaurant with some retail space. This restaurant will be leased by Dobber Stephenson and will be the new location for Henry Africa, a restaurant he had proposed to put adjacent to Culpeppers. They wanted a one story restaurant which increased the area needed for floor space on the lot. To accommodate this change, the parking along the front of the building had to be removed. In order to compensate for the reduced parking, Mr. Whittle proposes to change the land use on the second lot from restaurant to retail, which reduces the parking requirement.

Mr. Whittle has revised his site plan to reflect these changes as well as some minor alteration to the internal drive lanes. He has also reduced the number of entrances on I-30 service road from 3 to 2. This has improved circulation within the project.

The Planning and Zoning Commission has recommended approval of the revised development plan with the following conditions:

1. That the areas that remain undeveloped on Lots 1, 2, and 3 be maintained as grass areas.
2. That prior to issuance of a C.O. on the first building, the landscaping proposed at the entrance off of I-30 be installed.

We will have a copy of the floor plan for Henry Africa at the meeting if you wish to see it. The exterior of the building will still maintain the appearance of the overall approved concept.

ATTACHMENTS:

1. Location Map
2. Copy of original plan
3. Copy of revised plan

AGENDA ITEM: Harbor Development Plan

ITEM NO: VII. A.

CITY OF ROCKWALL

Council Agenda

AGENDA DATE: June 6, 1988

AGENDA NO. VII.B.

AGENDA ITEM: Discuss and Consider Approval of a Developers Contract with Whittle Development for the Harbor

ITEM GENERATED BY: Whittle Development

ACTION NEEDED: Discuss and consider approval of the contract with any changes included in the motion

BACKGROUND INFORMATION:

At your last meeting, the Council approved a development plan and final plat for the Harbor Development to be located south of the Interstate along the lakeshore. As a part of that approval the Council agreed to construct a portion of the 12" water main along the service road, the full length of which we have agreed to install as a part of our contract with Frates Corporation. This line is included in our Water Distribution Plan and will be paid for with Availability funds which have been collected from developers for this purpose. The developer has agreed to pay his pro rata share of the cost of the installation and he has agreed to escrow the estimated cost of his pro rata share prior to the issuance of a building permit for the first site which is developed. This type of agreement should be formalized in a contract with conditions enumerated for all parties.

In addition, the developer has requested that he be allowed to obtain a building permit for construction of the first building on lot 4 prior to having all utilities in place. Our normal requirement is that all utilities must be in place prior to the issuance of a building permit. The primary purpose for this requirement is to insure that utilities exist before construction is started on a structure and requests are made for CO's. We have on occasion varied from this requirement on commercial developments. The developer has agreed to also place the funds for the construction of the sewer line in escrow prior to the issuance of a building permit. The agreement would give us the authority to install the sewer line and the upgrade to the lift station if the developer did not complete them. With the funds for the required improvements in escrow we do not have a problem with issuing a building permit prior to their installation.

In addition to the above items we propose to include the conditions that were placed on the development as a part of the site plan approval. These are included simply to outline all conditions that must be met. We are in the process of drafting the proposed contract and will send it under separate cover.

ATTACHMENTS:

AGENDA ITEM: Developers Contract- Whittle Development ITEM NO: VII.B.

MINUTES OF THE ROCKWALL CITY COUNCIL

June 6, 1988

Mayor Frank Miller called the meeting to order at 7:00 P.M. with the following Councilmembers present; Nell Welborn, Don Smith, Alma Williams, Norm Seligman, and Pat Luby. Mayor Miller gave the invocation and led the pledge of allegiance.

David Medanich, First Southwest Company, explained that bids for the sale of \$1,900,000 City of Rockwall Combination Tax and Revenue Certificates of Obligation had been advertised and that seven timely bids had been received. He explained that as financial advisors for the City, First Southwest Company was required to obtain Council permission to submit competitive bids. Welborn made a motion to give Council's consent for First Southwest Company to submit a bid. Smith seconded the motion. Miller confirmed with the City Attorney that this posed no legal conflicts. The motion was voted on and passed unanimously.

Director of Finance Michael Phemister opened the seven bids and Medanich read aloud the following bidders and effective interest rates:

M Bank Capitol Markets	7.821336
Bear Stearns & Company, Inc.	7.845411
Dean, Witter, Reynolds, Inc.	7.8458981
First Republic Bank	7.882564
Prudential Bache Securities, Inc.	7.9117
Underwood Neuhaus & Company	7.8402924
First Southwest Company	7.772058

Medanich and Phemister adjourned to check the bids for accuracy.

Council then considered approval of the Consent Agenda which consisted of :

- a) the minutes of May 16 and May 23,, 1988
- b) an ordinance amending "PD-9" to revise the amenities and change the zoning from "SF-12.5" to "SF-10" on a 1.7 acre tract of land located off FM-740 on second reading
- c) date changes for Council's first meetings regularly scheduled for the months of July and September to July 5th and September 6th.
- d) an ordinance declaring the necessity for improvements and assessment on certain streets within the City on first reading.

Assistant City Manager Julie Couch read the ordinance captions. Seligman requested that item D be pulled from the Consent Agenda. Welborn made a motion to approve the Consent Agenda with the exception of Item D. Smith seconded the motion. The motion was voted on and passed unanimously. Seligman questioned the estimated cost of proposed improvements for these four streets compared to the actual cost of improvements in Phase I of the Capital Improvements Program. He further questioned the proposed amount of assessments against residential property owners. City Manager Bill Eisen

explained that although bids for construction were currently being taken, based on original estimates and changes made in the original proposal by the Council, Staff estimated \$750,000 to \$800,000 for the cost of the improvements. Regarding recovery of costs, Eisen explained that the Council had previously adopted a policy to assess for one half the cost of actual improvements for commercial property and to assess for curb and gutter only on residential property. Seligman made a motion to approve the ordinance. Luby seconded the motion. The motion was voted on and passed unanimously.

As the Planning and Zoning Commission Chairman was not present to give the Chairman's Report, the Council discussed whether or not to take action on the Planning and Zoning items on the evening's Agenda. Smith suggested that since public hearings had been advertised and notices had been mailed regarding these hearings that Council go ahead and hold the hearings and possibly postpone action until a later date.

Council then held a public hearing and considered approval of a request from Don Cameron for a variance to setback requirements of the Sign Ordinance at 1101 Ridge Road. Peggy Jackson of Jackson Signs showed photographs of the sign, explaining that the developer proposed to erect a 2 X 6 foot sign 8 feet off the ground on a single pole to be placed in between the legs of the existing sign. She stated that this was requested for a period of one year in order to give the developers time to lease the entire shopping center. She stated that as proposed there was no obstruction of view for traffic. Luby pointed out that this center contained minimum signage for a center of great size. Williams made a motion to approve the variance for a period of one year or until the property was fully leased, whichever was sooner. Luby seconded the motion. The motion was voted on and passed unanimously.

Council then held a public hearing and considered approval of a request from Julia Richey to extend a variance to the front and side setback requirements of the Sign Ordinance to allow a sign on the front and side property line on the 700 block of South Goliad. Mrs. Richey addressed the Council and explained that upon requesting the variance she did not intend to rent the building longer than what was required in her lease. She stated that while she was looking for a more accessible location to her business, her lease did not expire until September and she therefore needed an extension of the variance for another six months. Luby made a motion to approve the variance for six months or until she vacated the building, whichever came sooner. Seligman seconded the motion. The motion was voted on and passed unanimously.

Council then held a public hearing and considered amending the Comprehensive Zoning Ordinance as it pertains to commercial amusements. Miller opened the public hearing, and as there was no one present wishing to address the Council on this issue, the public hearing was closed. Council discussed the changes as proposed and whether or not to take action on the item. Welborn pointed out that the changes proposed cleaned up the existing requirements, better defined a commercial amusement, and allowed each commercial amusement to be reviewed on a case by case basis. Seligman made a motion to approve the proposed changes with the wording changes as recommended by the Planning and Zoning Commission and as stated in the

Agenda Notes. Welborn seconded the motion. The motion was voted on and passed unanimously.

Council then held a public hearing and considered amending the Comprehensive Zoning Ordinance to allow paint and body shops as a conditional use in the "C" Commercial category of the Zoning Ordinance. Couch explained that recently an application for a change in zoning from "C" Commercial to "HC" Heavy Commercial had been made and denied on a tract of land located on SH-205 for the purpose of a paint and body shop. She explained that the Planning and Zoning Commission had recommended denial of the zone change, but had recommended that hearings be initiated to consider placing paint and body shops in the Commercial District as a conditional use, thus allowing the Commission and Council to consider such shops on a case by case basis. She explained that during the time from initiation of the hearing to the time the hearing was held, the property which had been denied a zone change had since been leased for a use that was legal under the Commercial category. Couch explained that the Commission had considered amending the Zoning Ordinance with some specific requirements for a paint and body shop that was issued a Conditional Use Permit. She stated, however, that lacking any testimony supporting the change, the Commission had recommended that the ordinance not be changed to allow paint and body shops as a conditional use. Council discussed whether there was a need for a mechanism for consideration of paint and body shops in Commercial categories on a case by case basis. Seligman made a motion to make no changes in the Zoning Ordinance with regard to this issue. Smith seconded the motion. The motion was voted on and passed unanimously.

Council then held a public hearing and considered amending the Comprehensive Zoning Ordinance as it pertains to gasoline service stations and retail outlets where gasoline products are sold as an accessory to a retail use and car washes as an accessory to a gasoline service station as conditional uses within the Scenic Overlay District. Couch explained that the Planning and Zoning Commission had recommended that full service gasoline stations, retail outlets where gasoline was sold as an accessory and car washes as an accessory to a gas station all be deleted from the Scenic Overlay District, either as permitted or as conditional uses. Rob Whittle of Whittle Development stated opposition to the recommendation of the Commission and pointed out that their recommendation would prohibit all gasoline sales within the Overlay District. He stated that if the District had been placed prior to construction of the 7-11 and the Mr. M., these businesses would not be allowed to be located on FM-740. Perry Bodin told the Council that the Commission and Council should at least have the opportunity to review plans for outlets that would have gasoline sales on a case by case basis instead of total prohibition of the gasoline sales within the Scenic Overlay District. Tom Briscoe, the Mobil Oil Distributor for Rockwall County, stated that the Council shouldn't ban additional gasoline outlets on FM-740, as two of the three affected intersections already had businesses with gasoline sales located somewhere in the intersection. He stated that this would not allow for competition, would cause higher prices, and reduce the opportunities for additional jobs. J. O. Richey addressed the Council and stated that while he did agree that FM-740 should be more prohibitive and more restrictive than SH-205, he was opposed for prohibiting additional outlets where gasoline was sold. As there was no one else wishing to address the Council on this issue, the public hearing was closed. Council discussed at length whether to allow

gasoline sales as an accessory to a retail use, gasoline service stations, and car washes as an accessory to a gasoline station. Welborn made a motion to table action until the June 20th meeting of Council. Seligman seconded the motion. The motion was voted on and passed unanimously.

Council then considered approval of a revised development plan for the Harbor, Phase I located on the south side of I-30 on Lake Ray Hubbard. Couch explained that the original development plan for the Harbor was planned for four lots with restaurants proposed on three lots and office use on one. She explained that lease negotiations had been finalized on the fourth lot and that the tenant requested a revision from two story to one story. She stated that a one story restaurant would increase the area needed for floor space on the lot, and to accommodate this change the parking along the front of the building had to be removed. She stated that in order to compensate for the reduced parking the applicant proposed to change the land use on the second lot from restaurant to retail which reduced the necessary parking requirements. She stated that another change had reduced the number of entrances on I-30 from three to two which had improved circulation within the project. Rob Whittle addressed the Council and outlined his proposal. Welborn made a motion to approve the change in the development plan subject to the conditions of the Planning and Zoning Commission which were 1) that the grass areas that remain undeveloped on Lots 1, 2, and 3 be maintained as grass areas and 2) that prior to issuance of a Certificate of Occupancy on the first building the landscaping proposed at the entrance off of I-30 be installed. Williams seconded the motion. Miller offered an amendment to re-allocate some landscaping in the interior of the parking area to increase the landscaping at the entrance. Williams seconded the motion. The amendment was voted on and passed unanimously. The motion as amended was voted on and passed unanimously.

The Council then considered approval of a Facilities Agreement with Whittle Development for the construction of Harbor Phase I. Couch explained that the Agreement provided for the developer to escrow his pro rata share of the cost of installation of a 12 inch water main along the service road of I-30. It would include all the conditions for approval of the site plan and the final plat, funds for escrow for construction of the sewer line, and would allow for the issuance of a building permit prior to completion of the line. After a lengthy discussion with the developer and with Staff, Smith made a motion to approve Facilities Agreement with the clarifications as provided to Council that evening. Seligman seconded the motion. The motion was voted on and passed unanimously.

Council then considered approval of an ordinance providing for issuance of City of Rockwall, Texas, Combination Tax and Revenue Certificates of Obligation, Series 1988 in the Aggregate Amount of \$1,900,000 and Enacting Other Provisions Related Thereto on second reading. David Medanich of First Southwest Company and Director of Finance Michael Phemister both addressed the Council and explained that upon tabulation of the bids they all did appear accurate and the low bid was received from First Southwest Company for 7.772058%. Welborn made a motion to award the bid to First Southwest Company. Williams seconded the motion. The motion was voted on and passed unanimously. Couch then read the caption of the ordinance. Welborn made a motion to approve the ordinance with the addition of the accurate percentage

BEFORE THE PLANNING AND ZONING COMMISSION
CITY OF ROCKWALL, TEXAS

The Planning and Zoning Commission will hold a public hearing at _____

7:30 o'clock P.M. on the 10th day of March, 1988

in the Rockwall City Hall, 205 West Rusk Street, Rockwall, Texas, at the

request Whittle Development

for a Conditional Use Permit for a private club for a proposed
restaurant

on the following described property:

a .4559 acre lot located on I-30 south of Lake Ray Hubbard further described on the attached.

As an interested property owner, it is important that you attend this hearing or notify the Commission of your feeling in regard to the matter by returning the form below. The decision of the Planning and Zoning Commission will be a recommendation for approval or denial which will be forwarded to the City Council for a final decision. In replying please refer to Case No. P&Z 88-14-CUP/DP/PP

Mary Nichols
City of Rockwall, Texas

The following form may be filled out and returned as soon as possible to the City Planning and Zoning Commission, 205 West Rusk Street, Rockwall, Texas 75087.

Case No. P&Z 88-14-CUP/DP/PP

I am in favor of the request for the reasons listed below. _____

I am opposed to the request for the reasons listed below. _____

1.

2.

3.

Signature _____

Address _____

Proposed Restaurant

BEING a tract of land situated in the M.J. Barksdale Survey, Abstract No. 11, Rockwall County, Texas, and being a part of that tract of land conveyed to A.P. Roffino by deed recorded in Volume 59, Page 383, Deed Records, Rockwall County, Texas, and being more particularly described as follows:

BEGINNING at the intersection of the City of Dallas East Take Line for Lake Ray Hubbard with the South line of I.H. 30;

THENCE: North $60^{\circ} 30' 20''$ East a distance of 197.02 feet with said South line to a point for a corner;

THENCE: South $44^{\circ} 52' 02''$ East a distance of 95.41 feet to a point for a corner;

THENCE: South $60^{\circ} 30' 20''$ West a distance of 234.74 feet to a point for a corner on said City of Dallas Take Line;

THENCE: North $21^{\circ} 47' 59''$ West a distance of 92.84 feet with said Take Line to the Point of Beginning and Containing 19,861 Square Feet or 0.4559 Acres of Land.

The Harbor
AB 11 Tract 12

State Savings & Loan
P.O. Box 10216
Lubbock 79408

Church on the Rock
P.O. Box 880

B.W. Redden
Rt 4 Box 654
Heath 75087

BEFORE THE ROCKWALL CITY COUNCIL
CITY OF ROCKWALL, TEXAS

The Rockwall City Council will hold a public hearing at 7:00
o'clock P.M. on the 4th day of April, 1988
in the Rockwall City Hall, 205 West Rusk Street, Rockwall, Texas, at
the request of Whittle Development
for a Conditional Use Permit for a private club for a proposed restaurant

on the following described property:

a .4559 acre lot located on I-30 south of Lake Ray Hubbard further described on the attached.

As an interested property owner, it is important that you attend this hearing or notify the Council of your feeling in regard to the matter by returning the form below.

In replying please refer to Case No. P&Z 88-14-CUP/DP/PP

Mary A Nichols
City of Rockwall, Texas

The following form may be filled out and returned as soon as possible to the City Council, 205 West Rusk Street, Rockwall, Texas 75087

Case No. P&Z 88-14-CUP/DP/PP

I am in favor of the request for the reasons listed below. _____

I am opposed to the request for the reasons listed below. _____

- 1.
- 2.
- 3.

Signature _____

Address _____

Proposed Restaurant

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BEFORE THE ROCKWALL CITY COUNCIL
CITY OF ROCKWALL, TEXAS

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In replying please refer to Case No. P&Z 88-14-CUP/DP/PP

Mary A. Nichols
City of Rockwall, Texas

The following form may be filled out and returned as soon as possible to the City Council, 205 West Rusk Street, Rockwall, Texas 75087

Case No. P&Z 88-14-CUP/DP/PP

I am in favor of the request for the reasons listed below. ✓

I am opposed to the request for the reasons listed below.

1.

2.

3.

Signature B. Pull

Address Box 270699, 75727

PLANNING AND ZONING ACTION SHEET

Applicant Rob Whittle Case No. 88-14-COP/SP/PL
 Property Description 2 acres on I-30/Lake
 Case Subject Matter COP for private club; site plan/plat

CASE ACTION

Approved Disapproved Tabled
 Date to P&Z 3/60
 Conditions

Date to City Council
 Conditions
 Ordinance no. Date

ITEMS IN FILE

Zoning Cases

☒ Application
☐ Site Plan
☐ Filing Fee
☐ Notice to Paper
☐ Notice to Residents
☐ List of Residents Notified
☐ Residents' Responses
☐ Consultant's Review
☐ Agenda Notes
☐ Minutes
☐ Ordinance
☐ Correspondence
☐ Applicant Receipts

Plat/Site Plan Cases

☐ Application
☐ Filing Fee
☐ Plat/Plan
☐ Engineer's Review
☐ Consultant's Review
☐ Agenda Notes
☐ Minutes
☐ Correspondence
☐ County File Number
☐ Applicant Receipts

PUBLIC NOTICE

The Rockwall Planning and Zoning Commission will hold a public hearing on March 10, 1988, at 7:30 P.M. in City Hall, 205 West Rusk to consider the following:

1. A request from Billie Ladd for a Conditional Use Permit for a bowling center that would include retail, restaurant/private club, child care and arcade uses to be located within Rockwall Business Park East on Plaza Drive north of Rockwall Parkway.
2. A request from Whittle Development for a Conditional Use Permit for a bowling center that would include retail, restaurant/private club, miniature golf, child care and arcade uses to be located on FM-3097 southeast of FM-740.
3. A request from Wayne Rogers for a change in zoning from "C" Commercial to "HC" Heavy Commercial on a .508 acre tract of land located at 1013 South Goliad.
4. A request from Chandlers Landing Development Corporation for a change in zoning from "A" Agricultural to "PD-8" Planned Development for use as a residential community center for Chandlers Landing on a 1.2 acre tract of land located on FM-740 south of Shadydale Lane and approval of a development plan.
5. A request from David Adams for a change in zoning from "SF-7" Single Family to "GR" General Retail on a tract of land located at 307 North Fannin.
6. A request from Whittle Development for an amendment to PD-9 to include a garden center as a listed use in the "General Retail" area and to consider a Conditional Use Permit for a garden center within PD-9 to be located on FM-740 south of Summer Lea Drive.
7. A request from Whittle development for a Conditional Use Permit for a private club as an accessory to a proposed restaurant to be located on I-30 at Lake Ray Hubbard.