CITY COUNCIL

MEETING AGENDA

NOVEMBER 07, 2022, 7:00 PM

CITY COUNCIL REGULAR MEETING
HISTORIC CHURCH BUILDING - 403 N 7TH STREET, SANGER, TEXAS

CALL THE REGULAR MEETING TO ORDER AND ESTABLISH A QUORUM

INVOCATION AND PLEDGE

CITIZENS COMMENTS

This is an opportunity for citizens to address the Council on any matter. Comments related to public hearings will be heard when the specific hearing begins. Citizens are allowed 3 minutes to speak. Each speaker must complete the Speaker's Form and include the topic(s) to be presented. Citizens who wish to address the Council with regard to matters on the agenda will be received at the time the item is considered. The Council is not allowed to converse, deliberate or take action on any matter presented during citizen input.

REPORTS

Staff Reports are for discussion only. No action may be taken on items listed under this portion of the agenda.

1. Construction update from DEC Engineering, Dannenbaum, regarding the IH-35 / FM 455 Expansion Project.

CONSENT AGENDA

All items on the Consent Agenda will be acted upon by one vote without being discussed separately unless requested by a Councilmember to remove the item(s) for additional discussion. Any items removed from the Consent Agenda will be taken up for individual consideration.

2. Consideration and possible action on the minutes from the October 14, 2022, work session.

3. Consideration and possible action on the minutes from the October 17, 2022, meeting.

4. Consideration and possible action on a contract with Maguire Iron, Inc for full-service water storage maintenance and asset maintenance plan for .200MG elevated storage tank located at Acker Street in the amount not to exceed $565,516.00 and further authorizing the City Manager to execute.

5. Consideration and possible action on a contract with Maguire Iron, Inc for full-service water storage maintenance and asset maintenance plan for .100MG ground storage tank located at Cherry Street in the amount not to exceed $297,770.00 and further authorizing the City Manager to execute.

6. Consideration and possible action on a contract with Maguire Iron, Inc for full-service water storage maintenance and asset maintenance plan for .300MG ground storage tank located at Cherry Street in the amount not to exceed $440,750.00 and further authorizing the City Manager to execute.

7. Consideration and possible action on a contract with Maguire Iron, Inc for full-service water storage maintenance and asset maintenance plan for .100MG ground storage tank located at Utility Road in the amount not to exceed $144,397.00 and further authorizing the City Manager to execute.

ACTION ITEMS

8. Consideration and possible action on a Final Plat of lots 1 and 2 of Union Hill Road Addition, being 13.143 acres, located in the City of Sanger's ETJ, and generally located on the north east corner of FM 455 and Union Hill Road.

9. Consideration and possible action on authorizing staff to issue a Request for Proposal 2023-02 for the Porter Park softball field renovations.

10. Consideration and possible action on contract with All American Dogs for animal control services.

11. Consideration and possible action to purchase a Fire Apparatus, Ladder Truck in the amount of $1,793,532.00 through an Interlocal Purchasing Agreement with HGAC and authorizing the City Manager to execute all necessary documentation.

FUTURE AGENDA ITEMS

The purpose of this item is to allow the Mayor and Councilmembers to bring forward items they wish to discuss at a future meeting, A Councilmember may inquire about a subject for which notice has not been given. A statement of specific factual information or the recitation of existing policy may be given. Any deliberation shall be limited to a proposal to place the subject on an agenda for a subsequent meeting. Items may be placed on a future meeting agenda with a consensus of the Council or at the call of the Mayor.

INFORMATIONAL ITEMS

Information Items are for informational purposes only. No action may be taken on items listed under this portion of the agenda.

12. Disbursements Report September 2022

13. Financial Statement August 2022

14. CIP Report October 12, 2022

15. Financial Statement September 2022

16. Atmos Rider GCR - Rate Filing Docket No. 10170 - October 26, 2022

ADJOURN

NOTE: The City Council reserves the right to adjourn into Executive Session as authorized by Texas Government Code, Section 551.001, et seq. (The Texas Open Meetings Act) on any item on its open meeting agenda in accordance with the Texas Open Meetings Act, including, without limitation Sections 551.071-551.087 of the Texas Open Meetings Act.

CERTIFICATION

I certify that a copy of this meeting notice was posted on the bulletin board at City Hall that is readily accessible to the general public at all times and was posted on the City of Sanger website on November 2, 2022, at 3:00 PM.

/s/Kelly Edwards
Kelly Edwards, City Secretary

The Historical Church is wheelchair accessible. Request for additional accommodations or sign interpretation or other special assistance for disabled attendees must be requested 48 hours prior to the meeting by contacting the City Secretary's Office at 940.458.7930.

CITY COUNCIL COMMUNICATION

DATE: November 7, 2022

FROM: Kelly Edwards, City Secretary

AGENDA ITEM: Consideration and possible action on the minutes from the October 14, 2022, work session.

SUMMARY:
N/A

FISCAL INFORMATION:
Budgeted: N/A Amount: $0.00 GL Account: N/A

RECOMMENDED MOTION OR ACTION:
Approve the minutes from the October 14, 2022, work session.

ATTACHMENTS:
10-14-2022 City Council work session minutes

CITY COUNCIL

WORK SESSION MINUTES

OCTOBER 14, 2022, 2:00 PM

CITY COUNCIL WORK SESSION
201 BOLIVAR STREET AND 300 JONES STREET, SANGER, TEXAS

CALL THE WORK SESSION TO ORDER AND ESTABLISH A QUORUM

Mayor Muir called the work session to order at 2:06 p.m.

COUNCILMEMBERS PRESENT

Mayor	Thomas Muir
Mayor Pro Tem, Place 2	Gary Bilyeu
Councilmember, Place 1	Marissa Barrett
Councilmember, Place 3	Dennis Dillon
Councilmember, Place 4	Allen Chick
Councilmember, Place 5	Victor Gann

COUNCILMEMBERS ABSENT

None

STAFF MEMBERS PRESENT:

City Manager John Noblitt, Assistant City Manager Alina Ciocan, Director of Public Works Jim Bolz, and Wastewater Treatment Plant Superintendent Chris Hiesler.

DISCUSSION ITEMS

1. KSA Engineering update regarding the Water and Sewer system.

   KSA Representatives Shriram Manivannan and Bob Fisher provided a presentation and overview

   Discussion ensued regarding KSA's Company profile, siting study, current City owned site in the floodplain, timelines for permitting and construction City versus Developer.

2. Tour of the Wastewater Treatment Plant located at 300 Jones Street.

   Superintendent Hiesler led the plant tour for City Council Members and Staff members.

ADJOURN THE WORK SESSION

There being no further business, Mayor Muir adjourned the work session at 4:40 p.m.

_____
Thomas E. Muir, Mayor

_____
John Noblitt, City Manager

CITY COUNCIL COMMUNICATION

DATE: November 7, 2022

FROM: Kelly Edwards, City Secretary

AGENDA ITEM: Consideration and possible action on the minutes from the October 17, 2022, meeting.

SUMMARY:
N/A

FISCAL INFORMATION:
Budgeted: N/A Amount: $0.00 GL Account: N/A

RECOMMENDED MOTION OR ACTION:
Approve the minutes from the October 17, 2022, meeting.

ATTACHMENTS:
10-17-2022 City Council regular minutes

CITY COUNCIL

MEETING MINUTES

OCTOBER 17, 2022, 7:00 PM

CITY COUNCIL REGULAR MEETING
HISTORIC CHURCH BUILDING - 403 N 7TH STREET, SANGER, TEXAS

CALL THE REGULAR MEETING TO ORDER AND ESTABLISH A QUORUM

Mayor Muir called the regular meeting to order at 7:00 p.m.

COUNCILMEMBERS PRESENT

Mayor	Thomas Muir
Mayor Pro Tem, Place 2	Gary Bilyeu
Councilmember, Place 1	Marissa Barrett
Councilmember, Place 3	Dennis Dillon
Councilmember, Place 4	Allen Chick
Councilmember, Place 5	Victor Gann

COUNCILMEMBERS ABSENT

None

STAFF MEMBERS PRESENT:

City Manager John Noblitt, Assistant City Manager Alina Ciocan, City Secretary Kelly Edwards, City Attorney Hugh Coleman, Director of Development Services Ramie Hammonds, Marketing and Civic Engagement Director Donna Green, and Chief of Police Waylan Rhodes.

INVOCATION AND PLEDGE

Councilmember Bilyeu gave the invocation, the Pledge of Allegiance was led by Councilmember Gann.

CITIZENS COMMENTS

No one addressed the Council.

REPORTS

1. Presentation and update on Development Services Department activities.

   Director Hammonds acknowledged the Development Staff and then provided a presentation and overview of the Development Services Department.

   Discussion ensued regarding the online submission software Community Core, illegal signage, the Brush Program, grease trap reporting, and current commercial and residential growth.

CONSENT AGENDA

2. Consideration and possible action on the revised minutes from the September 6, 2022, meeting.

3. Consideration and possible action on the minutes from the October 3, 2022, joint work session.

4. Consideration and possible action on the minutes from the October 3, 2022, meeting.

   Motion to approve made by Councilmember Barrett, Seconded by Councilmember Gann.
   Voting Yea: Councilmember Chick, and Councilmember Dillon.
   Abstaining: Councilmember Bilyeu.
   Motion passed 4-0-1.

ACTION ITEMS

5. Consideration and possible action on authorizing the City Manager to execute a contract with Antero Group for the rewrite of the Subdivision, Zoning and Sign Ordinance in an amount not to exceed $70,000.

   Director Hammonds provided an overview of the agreement.

   Discussion ensued regarding the 12-month completion timeline, conflicts with the current Code, and the County development requirements properties in Sanger's Exterritorial Jurisdiction (ETJ).

   Motion to approve made by Councilmember Barrett, Seconded by Councilmember Dillon.
   Voting Yea: Councilmember Bilyeu, Councilmember Chick, and Councilmember Gann.
   Motion passed unanimously.

6. Consideration and possible action on authorizing staff to issue a Request for Proposal for fireworks display.

   Director Green stated that the Request is for a similar display performed during the Fourth of July celebration.

   Discussion ensued regarding the contract options.

   Motion to approve made by Councilmember Bilyeu, Seconded by Councilmember Dillon.
   Voting Yea: Councilmember Barrett, Councilmember Chick, and Councilmember Gann.
   Motion passed unanimously.

FUTURE AGENDA ITEMS

Councilmember Dillon requested a future work session to discuss the City's vision and planning and development strategies.

Councilmember Barrett requested during this future work session Staff provide the planning process of using the Comprehensive Plan and speaking points.

Councilmember Gann also requested during the future work session for Staff to provide the current progress and status of developments.

INFORMATIONAL ITEMS

7. Atmos Rider GCR - Rate Filing under Docket No. 10170

ADJOURN

There being no further business, Mayor Muir adjourned the meeting at 7:49 p.m.

_____
Thomas E. Muir, Mayor

_____
Kelly Edwards, City Secretary

SANGER CITY COUNCIL COMMUNICATION

DATE: November 7, 2022

FROM: Jim Bolz, Director of Public Works

AGENDA ITEM: Consideration and possible action on a contract with Maguire Iron, Inc for full-service water storage maintenance and asset maintenance plan for .200MG elevated storage tank located at Acker Street in the amount not to exceed $565,516.00 and further authorizing the City Manager to execute.

SUMMARY:

- Staff issued an RFQ for full-service water storage maintenance and asset maintenance plan on June 27, 2022
- Maguire Iron, Inc was selected to perform the maintenance plans on July 20, 2022
- August 15, 2022 City Council authorized the City Manager to negotiate a contract for full-service water storage maintenance and asset maintenance plan
- The City wishes to enter into a contract with Maguire Iron, Inc for the work to be performed
- Scope of work that Maguire Iron, Inc has been contracted to perform includes:
  - Painting of interior and exterior of tank surfaces
  - Tank inspections and cleanout
  - Disinfection prior to bringing back online
  - Remove and properly dispose of any sediment found in tanks

FISCAL INFORMATION:

Budgeted: YES Amount: $565,516.00 GL Account: Enterprise Capital Project Fund

RECOMMENDED MOTION OR ACTION:

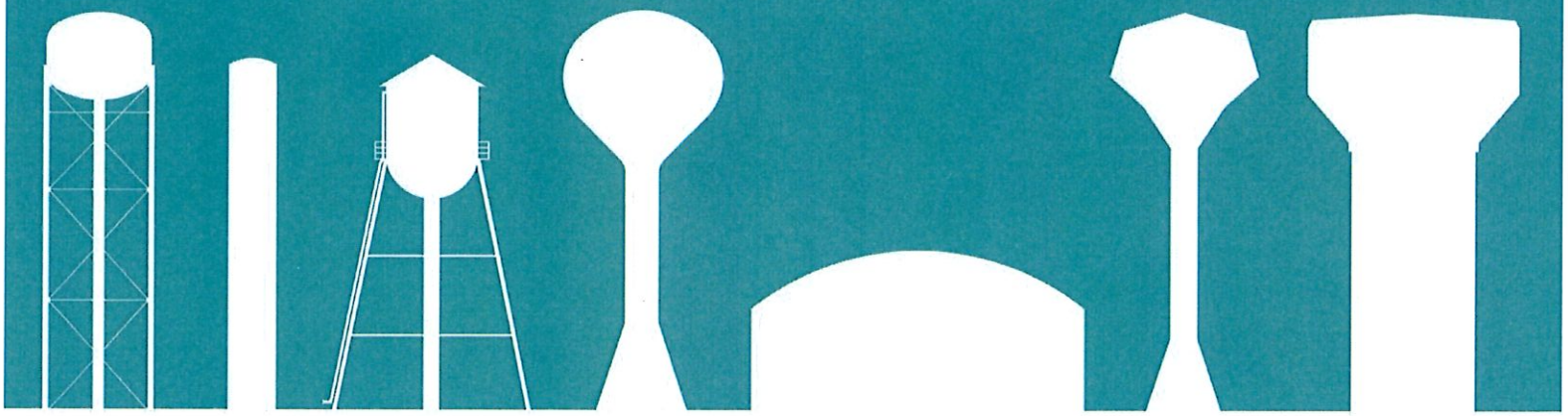
Staff recommends approval

ATTACHMENTS:

- Full-Service Maintenance Plan – .200MG Acker Street Elevated Tank
- Agreement with Maguire Iron Services for Maintenance of the Acker Street Multi-Leg – 200 Mg Water Tower

Maguire Iron, Inc.
SINCE 1915

FULL-SERVICE MAINTENANCE PLAN



SANGER, TX - CITY OF

200MG Acker St. Elevated Tank

Sanger, TX

October 12, 2022

Schedule A

Maguire Iron, Inc.
SINCE 1915

WATER TOWER EXPERTS

info@maguireiron.c
1610 N. Minnesota Ave
Sioux Falls, SD 57104
(605) 334-9749

FULL-SERVICE MAINTENANCE PLAN

This Full-Service Maintenance Plan, along with all incorporated documents referenced herein shall set forth the costs and conditions agreed to between the parties in reference to the inspection, maintenance, and rehabilitation of the Acker Street Multi-Leg – 200 MG Water Tower by the Company as outlined below and in Schedule A.

1. **SCOPE:**
   The Owner agrees to employ the Company to maintain its water storage tanks in accordance with this Full Service Maintenance Plan. This Agreement binds the Company with the responsibility for the care and maintenance of the water storage tanks as outlined below. **Schedule A** details the costs of the Plan. Care and maintenance shall include the following:

   a. **Inspection:** The Company will annually inspect and service the tanks beginning in the year of 2022 as per the schedule with visual inspections and cleanout inspections. If any significant repair or touch up is observed we will schedule a time for the owner to drain the tank to make necessary repairs.

   b. **Drainage:** When a cleanout/inspection is done, the tanks will be completely drained and cleaned to remove and properly dispose of all sediment and other accumulations that might be harmful to the tank or its contents (not including staining). This cleaning will use high-pressure equipment. Any necessary touch up will be done at time of cleaning to extend coating life.

   c. **Disinfection:** After cleaning is completed, the interior will be inspected and disinfected by the Company prior to returning to service. Sampling and testing will be the responsibility of the Owner.

   d. **Painting:** The Company will clean and repaint the interior and/or exterior of the tanks at such time as painting is needed, but at a minimum in accordance with the schedule mutually agreed upon by the Owner and the Company, unless otherwise requested and extended by the Owner in writing. The need for interior painting will be determined by the thickness of the existing liner and its protective condition. The need for exterior painting will be determined by the appearance and protective condition of the existing paint. When painting is needed, all products and procedures will be equal to, or exceed the requirements of the state, the American Water Works Association, and the Steel Structures Painting Council as to surface preparation, coating materials, and disinfections. A lock, provided by the Owner will be installed on the roof hatch of the tanks to prevent any unauthorized entry to the water tanks. The keys to the tank will be retained by the Owner.

e. **Emergency:** The Company will provide emergency services, when needed, to perform all repairs covered under this contract. Reasonable travel time must be allowed for the repair unit to reach the tank site. The Company will furnish temporary use of relief valves, if needed, to install in the water system so the Owner can pump direct to maintain water pressure while the tank is being serviced. The owner has the option to purchase relief valves for long-term use.

f. **Exclusions:** This plan does NOT provide for the cost for and/or liability on the part of the Company for: (1) containment of the tanks at any time during the term of the Agreement; (2) disposal of any hazardous waste materials; (3) resolution of operational problems or structural damage due to cold weather, acts of terrorism or other "Acts of God"; (4) repair of structural damage due to antenna installations or other attachments for which the tank was not originally designed; (5) riser pipes that are smaller than 36 inches in diameter; (6) insulation, frost jackets, and fill lines; (7) negligent or intentional acts of Owner's employees, invitees, agents, or contractors or subcontractor or any person or entity under Owner's control; (8) resolution of operational problems or repair of structural damage or site damage caused by physical conditions below the surface of the ground; (9) damages, whether foreseen or unforeseen, caused by the Owner's use of pressure relief valves and site conditions; (10) repairs to the foundation of the tank; (11) payment of prevailing wages at any time throughout the duration of this agreement; (12) negligent acts of Owner's employees, agents or contractors in the operation of the water system.

Exterior Renovation

- Contractor will abrasive blast clean the complete exterior (100%) to an SSPC - SP No. 6 "Commercial Blast". After abrasive blast cleaning, all surfaces shall be cleaned of any dust residue or foreign debris.
- Contractor will apply one (1) prime coat of zinc to the complete exterior (100%) shall be applied to manufacturer's recommended film thickness (2.5 - 3.5 mils DFT).
- Contractor will apply one (1) intermediate coat of epoxy to the complete exterior (100%) shall be applied to the manufacturer's recommendations (3.0 - 5.0 mils DFT).
- Contractor will apply one (1) finish coat of urethane to the complete exterior (100%) shall be applied to the manufacturer's recommendations (2.0 - 5.0 mils DFT).

Interior Wet Renovation

- Contractor will abrasive blast clean the complete interior (100%) to an SSPC - SP No. 10 "Near White Metal". After abrasive blast cleaning, all surfaces shall be cleaned of any dust residue or foreign debris.
- Contractor will apply one (1) prime coat of NSF-61 approved epoxy to the complete interior (100%) shall be applied to manufacturer's recommended film thickness (4.0 - 6.0 mils DFT).
- Contractor will apply one (1) additional coat of NSF-61 approved epoxy to be applied by brush and roller to all edges, weld seams and sharp angles.
- Contractor will apply one (1) finish coat of NSF-61 approved epoxy to the complete interior (100%) shall be applied to the manufacturer's recommendations (4.0 - 6.0 mils DFT).

Steel Work Repairs

- Contractor will install an anti-climb device on the exterior ladder approximately 15 ft above grade.
- Contractor agrees to install new OSHA compliant ladder on the interior wet area of the water tank from the roof to the bottom of the bowl.
- Contractor will install new 24 inch multibolt manway riser access.
- Contractor will provide and install new exterior galvanized safety climb system meeting current ANSI and OSHA standards.
- Install Messenger Pipes on 2 Legs (Coax)

Visual Inspection

- Contractor will do a complete inspection along with photos of the complete interior and exterior of the water tower.
- Contractor will work up a report of the findings during the Inspection of the city's water tower and send a detailed report that will include current condition, and future recommendations as applicable. Inspection to cover, Coatings, Sanitary, Security, Safety and Structural conditions.

Cleanout

- Contractor will furnish tools, labor, and materials as well as necessary insurance to perform the work in a good and workmanlike manner.
- Contractor will furnish a pressure relief valve/blow-off valve for use by the city if needed at no charge.

- Contractor will wash out heavy sediment once the tank is emptied by the owner.
- Contractor will power wash the bottom 6' of the interior wet area of the tank after heavy sediment has been removed from the tank. Some staining may remain.
- Contract is based on up to one half-day of crew onsite. Projects over one-half day will be charged at $575/hour. Additional days required will be charged at $2500/day.
- Should any emergency repair or renovation be necessary, cost and details to be submitted. No extra work will be done without the owner's authorization.
- Contractor will do a complete inspection along with photos of the complete interiorand exterior of the water tank.
- Contractor will work up a report of the findings during the inspection of the city's water tank and send a detailed report that will include current condition and future recommendations as applicable. Inspection to cover coatings, sanitary, security, safety and structural conditions.

Interior Wet Disinfection Method

- Contractor will disinfect the interior of the tank as per AWWA Standard C652-02, Chlorine Method #3 prior to the owner filling the tank.
- Water samples and testing is the responsibility of the owner.

Schedule A: Cost Schedule

SANGER, TX - CITY OF Multi-Leg 200 MG		
Year	**Service**	**Annual Spend**
Year: 1	Paint - Exterior Paint - Interior Wet Steelwork Repairs	$390,900.00
Year: 2	Visual Inspection	$16,500.00
Year: 3	Clean Out / ROV	$17,160.00
Year: 4	Visual Inspection	$17,846.00
Year: 5	Clean Out / ROV	$18,560.00
Year: 6	Visual Inspection	$19,303.00
Year: 7	Clean Out / ROV	$20,075.00
Year: 8	Visual Inspection	$20,878.00
Year: 9	Clean Out / ROV	$21,713.00
Year: 10	Visual Inspection	$22,581.00

Agreement with Maguire Services for Maintenance of the Acker Street Multi-Leg – 200 Mg Water Tower

THIS AGREEMENT ("Agreement") is entered into this ___ day of _____,20___ by and between **Maguire Iron, Inc of Sioux Falls South Dakota** ("MAGUIRE") and the **City of Sanger,** a municipal corporation of the State of Texas ("SANGER"). For convenience, Maguire and Sanger may sometimes be referred to herein collectively as "parties" and individually as a "party."

WITNESSETH

WHEREAS, SANGER is in need of goods and services for the care and maintenance of its **Acker Street Multi-Leg – 200MG Water Tower**; and

WHEREAS, SANGER desires to engage MAGUIRE to provide goods and services as more fully described in the Full Service Maintenance Plan and Exhibit "A" attached hereto and incorporated herein by reference; and

WHEREAS, MAGUIRE agrees to provide such goods and services for SANGER in accordance with the terms of this Agreement;

NOW, THEREFORE, for the mutual promises set forth herein, and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto mutually agree as follows:

1. **Employment of MAGUIRE.**

   a. SANGER agrees to engage MAGUIRE and MAGUIRE hereby agrees to provide the goods and perform the services described in the Full Service Maintenance Plan and Exhibit "A" attached hereto and incorporated herein by reference.

   b. Notwithstanding anything to the contrary contained in this Agreement, SANGER and MAGUIRE agree and acknowledge that SANGER is entering into this Agreement in reliance on MAGUIRE's special and unique abilities. MAGUIRE accepts the relationship of trust and confidence established between it and SANGER by this Agreement.

   c. MAGUIRE acknowledges that MAGUIRE shall be solely responsible for determining the methods for performing the services described in Exhibit "A" attached hereto. MAGUIRE covenants with SANGER to use its best efforts, skill, judgment, and abilities to perform the work required by this Agreement and to further the interests of SANGER in accordance with SANGER's requirements, in compliance with applicable national, federal, state, municipal, laws, regulations, codes, ordinances, orders and with those of any other body having jurisdiction.

   d. MAGUIRE warrants, represents, covenants, and agrees that all of the work to be performed by MAGUIRE under or pursuant to this Agreement shall be done (i) with the Maguire skill and care ordinarily provided by professionals in this field, as the case may

be, practicing under the same or similar circumstances and applicable licenses; and (ii) as expeditiously as is prudent considering the ordinary Maguire skill and care of a as a professional in this field, as the case may be. MAGUIRE will be responsible for supplying all tools and equipment necessary for MAGUIRE to provide the goods and services as set forth in Exhibit "A" attached hereto.

2. **Compensation.** The cost of the program is detailed in the attached Schedule A. Each year thereafter, the annual fee will be adjusted to reflect the current cost of service. The adjustments will be limited to a five percent annual increase. Annual payments are due are due by Sanger the first business day of selected payment period. Net 30 days from acceptance and invoicing, plus applicable sales, use, excise, transfer or similar taxes required by law. A service charge of 1.5% per month (18% per annum) will be charged on past due accounts.

3. **Changes/Tank Modifications.** SANGER may, from time to time require changes in the scope of services of MAGUIRE to be performed hereunder. Such changes, which are mutually agreed upon by and between SANGER and MAGUIRE, shall be incorporated in written amendment to this Agreement. In regards to any Tank Modifications the MAQUIRE's fees are based upon the existing structure and components of the tanks. ***Any modifications to the tanks, including but not limited to antenna installations, shall be approved by the City, prior to installation or modification and may result in an increase to the annual fee.***

4. **Services and Materials to be Furnished by SANGER.** SANGER shall furnish MAGUIRE with all available information and data MAGUIRE requests pertinent to the execution of this Agreement. SANGER shall cooperate with MAGUIRE in carrying out the work herein and shall provide adequate staff for liaison with MAGUIRE.

5. **Visual Inspection Disclaimer.** This Contract is based upon a visual inspection of the Tank. The Owner and the Company hereby acknowledge and agree that a visual inspection is intended to assess the condition of the Tank for all patent defects. If latent defects are identified once the tank has been drained for repairs, the Owner agrees and acknowledges that the Company shall not be responsible to repair the latent defects unless the Owner and the Company renegotiate the annual fees. The definition of a "latent defect" shall be any defect of the Tank which is not easily discovered (e.g., corrosion of the floor plates, damage to the roof of the tank which is not clearly visible during the visual inspection, etc.).

City of Sanger

By: Jim Bolz 10-31-2022
Jim Bolz -Director of Public Works

By: _____
John Noblett - City Manger

Maguire Iron, Inc.

By: _____ 10/28/2022
Jamie Mays

Please sign and date

6. **Ownership of Documents.** All reports, plans, specifications, computer files and other documents prepared by MAGUIRE for which MAGUIRE has been compensated pursuant to this Agreement shall be the property of SANGER. MAGUIRE will deliver to SANGER copies of the prepared documents and materials. MAGUIRE shall make all documents and related data and material utilized in developing the documents available to SANGER for inspection whenever requested. MAGUIRE may make copies of any and all such documents and items and retain same for its files. MAGUIRE shall have no liability for changes made to or use of the drawings, specifications, and other documents by anyone other than MAGUIRE subsequent to delivery of the prepared documents and materials. However, any such change or other use shall be sealed by the individual making the change or use and shall be appropriately marked to reflect what was changed or modified.

7. **Term and Termination of Agreement.** This agreement shall be for one year and shall automatically renew annually on the contract execution date or the Owner's budget year defined as: October 1 through: September 30. The Owner shall have the right to continue this contract for an additional nine (9) one (1) year options providing the annual fee is paid in accordance with the terms of payment. This agreement is subject to termination by the Owner upon written notice of intent to terminate which must be received by the Company ninety (90) days prior to the effective date of termination. Notice of Termination is to be delivered by certified mail to **Maguire Iron Inc.** and signed by the Mayor, City Manager or authorized agent. The owner will be responsible to the Company for the cost (at current market rates) of any work that has been performed prior to termination. Any disputes arising out of such termination are subject to the remedies section hereinafter set out.

8. **Notice.** All Notices shall be sent to the following addresses:

Maguire Iron, Inc. P.O. Box 1446 Sioux Falls, SD 57101	City of Sanger – City Manager 502 Elm St. P.O. Box 1729 Sanger, TX 76266

9. **Completeness of Contract.** This Agreement and the documents incorporated herein by specific reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this contract or any part thereof shall have any validity or bind any of the parties hereto. If there is any conflict between the terms of this Agreement and the documents attached hereto, the terms of this Agreement shall control. This Agreement may not be subsequently modified except by a writing signed by both parties.

10. **SANGER Not Obligated to Third Parties.** SANGER shall not be obligated or liable hereunder to any party other than MAGUIRE.

11. **Indemnification. MAGUIRE DOES HEREBY COVENANT AND CONTRACT TO WAIVE ANY AND ALL CLAIMS, RELEASE, INDEMNIFY, AND HOLD HARMLESS SANGER, ITS SANGER COUNCIL, OFFICERS, EMPLOYEES, AND AGENTS, FROM AND AGAINST ALL LIABILITY, CAUSES OF ACTION, CLAIMS, COSTS, DAMAGES, DEMANDS, EXPENSES, FINES, JUDGMENTS, LOSSES, PENALTIES OR SUITS, WHICH MAY ARISE BY REASON OF DEATH OR INJURY**

TO PERSONS OR PROPERTY, CAUSED BY OR RESULTING FROM THE NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBMAGUIRE OR SUPPLIER COMMITTED BY MAGUIRE, ITS AGENTS, OR CONSULTANTS UNDER CONTRACT, OR ANY OTHER ENTITY OVER WHICH MAGUIRE EXERCISES CONTROL, SUBJECT TO THE LIMITATIONS IN TEXAS LOCAL GOVERNMENT CODE § 271.904 AND TEXAS CIVIL PRACTICE AND REMEDIES CODE, § 130.002 (b) AND MAGUIRE WILL, AT ITS OWN COST AND EXPENSE, DEFEND AND PROTECT SANGER AGAINST ANY AND ALL SUCH CLAIMS AND DEMANDS.

THE INDEMNIFICATION UNDER THIS SECTION SHALL INCLUDE REASONABLE ATTORNEYS' FEES AND COSTS, COURT COSTS, AND SETTLEMENT COSTS IN PROPORTION TO MAGUIRE'S LIABILITY.

MAGUIRE'S OBLIGATIONS UNDER THIS SECTION SHALL NOT BE LIMITED TO THE LIMITS OF COVERAGE OF INSURANCE MAINTAINED OR REQUIRED TO BE MAINTAINED BY MAGUIRE UNDER THIS AGREEMENT. THIS SECTION (INDEMNIFICATION) SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

12. **Insurance**. MAGUIRE shall, at its own expense, purchase, maintain and keep in force throughout the duration of this Agreement and for a period of four (4) years thereafter the following minimum insurance:

    A. Commercial general liability insurance, including personal injury liability, blanket contractual liability, and broad form property damage liability in an amount of not less than $1,000,000.
    B. Automobile bodily injury and property damage liability insurance with a limit of not less than $1,000,000.
    C. Statutory workers' compensation and employers' liability insurance as required by state law. Maguire agrees to waive all subrogation claims.
    D. Liability insurance (Errors and Omissions) with a limit of $1,000,000 per claim/annual aggregate.

    MAGUIRE shall provide SANGER with proof of insurance required hereunder prior to commencing work for SANGER and SANGER shall be named as an additional insured on the policy. MAGUIRE shall provide SANGER with written notice of any coverage limit change on the insurance. Such policies shall name SANGER, its officers, and employees as an additional insured and shall provide for a waiver of subrogation against SANGER. MAGUIRE shall insure that all subcontractors comply with the same insurance requirements.

13. **Client Objection to Personnel**. If at any time after entering into this Agreement, SANGER has any reasonable objection to any of MAGUIRE's personnel, or any personnel, Maguires and/or consultants retained by MAGUIRE, MAGUIRE shall promptly propose substitutes to whom SANGER has no reasonable objection, and MAGUIRE's compensation shall be equitably adjusted to reflect any difference in MAGUIRE's costs occasioned by such substitution.

14. **Timeliness of Performance**. MAGUIRE shall perform its Maguire services with due and reasonable diligence consistent with sound practices.

15. **Personnel.** All of the services required hereunder will be performed by MAGUIRE or under MAGUIRE's supervision, and all personnel engaged in the work shall be qualified to perform such services.

16. **Independent Contractor.** In performing the services under this Agreement, MAGUIRE is acting as an independent contractor. No term or provision hereof be construed as making MAGUIRE the agent, servant, or employee of SANGER or as creating a partnership or joint venture relationship between MAGUIRE and SANGER.

17. **Assignability.** The parties hereby agree that MAGUIRE may not assign, convey or transfer its interest, rights and duties in this Agreement without the prior written consent of SANGER.

18. **Successors and Assigns.** Subject to the provisions regarding assignment, this Agreement shall be binding on and inure to the benefit of the Parties to it and their respective heirs, executors, administrators, legal representatives, successors and assigns.

19. **Governing Law/Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. Venue for any action brought to interpret or enforce the terms of this Agreement shall lie in Denton County, Texas.

20. **No Third-Party Beneficiary**. For purposes of this Agreement, including its intended operation and effect, the parties specifically agree and contract that: (1) this Agreement only affects matters/disputes between the parties to this Agreement, and is in no way intended by the parties to benefit or otherwise affect any third person or entity, notwithstanding the fact that such third person or entities may be in a contractual relationship with SANGER and MAGUIRE, or both; and (2) the terms of this Agreement are not intended to release, either by contract or operation of law, any third person or entity from obligations they owe to either SANGER or MAGUIRE.

21. **Exhibits.** The Full Service Maintenance Plan and Exhibit A attached hereto as exhibit are incorporated herein and made a part hereof for all purposes.

22. **HB 89 and SB 252 Certifications.** If this Agreement provides for payment to Maguire of over $100,000, MAGUIRE hereby certifies that Maguire does not and will not boycott Israel during the term of this Agreement in accordance with Chapter 2270, Texas Government Code. Additionally, MAGUIRE hereby certifies that the MAGUIRE is not included on the website of the Texas Comptroller for entities doing business with foreign terrorist organizations pursuant to Chapter 2252, Texas Government Code.

23. **Conflicts of Interest**. By signature of this Agreement, MAGUIRE warrants to SANGER that it has made full disclosure in writing of any existing conflicts of interest or potential conflicts of interest, including business or personal financial interests, direct or indirect, in property

abutting the proposed project and business relations with abutting property owners, or with elected officials or employees of SANGER. MAGUIRE further warrants that it will make disclosure in writing of any conflicts of interest that develop subsequent to the signing of this Agreement and prior to final payment under the Agreement. MAGUIRE warrants that it has submitted to SANGER a completed Conflicts of Interest Questionnaire as required by Chapter 176 of the Texas Local Government Code.

24. **Government Code Chapter 2274 Certification** If this Agreement provides for payment to Maguire of over $100,000 and if Maguire employs ten or more people full-time, then Maguire, by signing below, certifies that:

    1. Maguire does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, and
    2. Maguire will not discriminate during the term of this Agreement against a firearm entity or firearm trade association as those terms are defined in Texas Government Code, Chapter 2274.

25. **Authority to Sign.** The parties hereby warrant and represent that the undersigned persons have full authority and are duly authorized to sign on behalf of their respective principals and that such principals have duly authorized the transaction contemplated by this Agreement.

26. **Counterparts.** This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of any number of copies hereof each signed by less than all, but together signed by all of the parties hereto.

IN WITNESS WHEREOF, SANGER and the MAGUIRE have executed this Agreement as of the date first written above.

SANGER OF SANGER, TEXAS

By: _____
Print Name: _____
Title: _____

MAGUIRE IRON, INC.

By: _____
Print Name: Jamie Lindsey 10/28/2022
Title: Director of Sales _____

Approved as to Form

_____
Hugh Coleman
City Attorney
City of Sanger

Attest:

_____
By: City Secretary

SANGER CITY COUNCIL COMMUNICATION

DATE: November 7, 2022

FROM: Jim Bolz, Director of Public Works

AGENDA ITEM: Consideration and possible action on a contract with Maguire Iron, Inc for full-service water storage maintenance and asset maintenance plan for .100MG ground storage tank located at Cherry Street in the amount not to exceed $297,770.00 and further authorizing the City Manager to execute.

SUMMARY:

- Staff issued an RFQ for full-service water storage maintenance and asset maintenance plan on June 27, 2022
- Maguire Iron, Inc was selected as the firm to perform the maintenance plans on July 20, 2022
- August 15, 2022 City Council authorized the City Manager to negotiate a contract for full-service water storage maintenance and asset maintenance plan
- The City wishes to enter into a contract with Maguire Iron, Inc for the work to be performed
- Scope of work that Maguire Iron, Inc has been contracted to perform includes:
  - Painting of interior and exterior of tank surfaces
  - Tank inspections and cleanout
  - Disinfection prior to bringing back online
  - Remove and properly dispose of any sediment found in tanks

FISCAL INFORMATION:

Budgeted: YES Amount: $297,770.00 GL Account: Enterprise Capital Project Fund

RECOMMENDED MOTION OR ACTION:

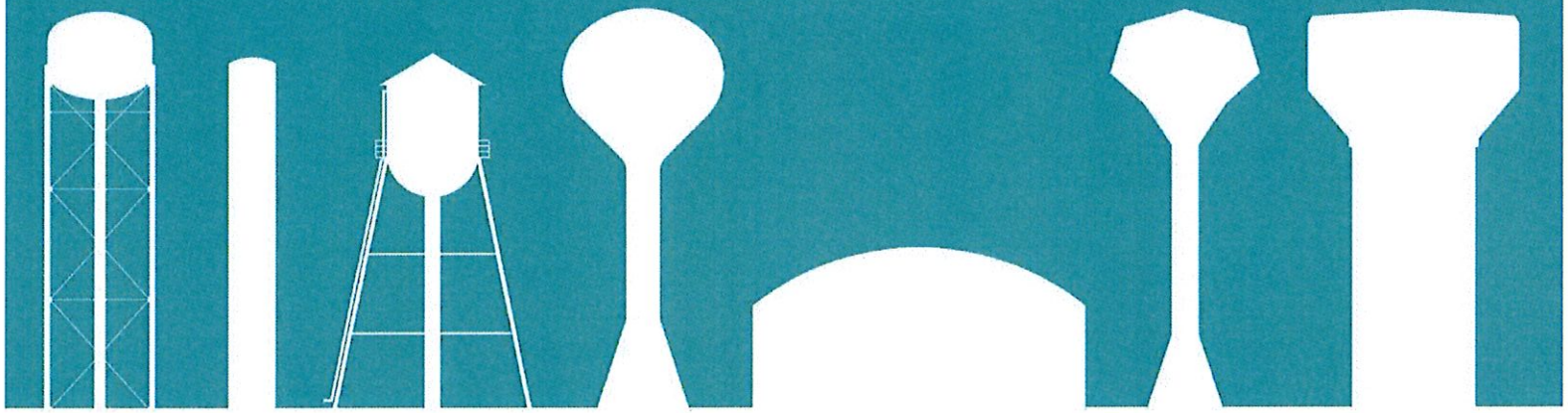
Staff recommends approval

ATTACHMENTS:

- Full-Service Maintenance Plan - .100MG Cherry Street Ground Storage Tank
- Agreement with Maguire Services for Maintenance of the 100Mg Ground Storage Tank Located at Cherry Street

Maguire Iron, Inc.
SINCE 1915

FULL-SERVICE MAINTENANCE PLAN



SANGER, TX - CITY OF

100MG Cherry St. Ground Tank

Sanger, TX

October 28, 2022

Maguire Iron, Inc. SINCE 1915

WATER TOWER EXPERTS

info@maguireiron.com
1610 N. Minnesota Ave
Sioux Falls, SD 57104
(605) 334-9749

FULL-SERVICE MAINTENANCE PLAN

This Full-Service Maintenance Plan, along with all incorporated documents referenced herein shall set forth the costs and conditions agreed to between the parties in reference to the inspection, maintenance, and rehabilitation of the **100MG Ground Tank located at Cherry Street** by the Company as outlined below and in Schedule A.

1. **SCOPE:**
   The Owner agrees to employ the Company to maintain its water storage tanks in accordance with this Full Service Maintenance Plan. This Agreement binds the Company with the responsibility for the care and maintenance of the water storage tanks as outlined below. **Schedule A** details the costs of the Plan. Care and maintenance shall include the following:

   a. **Inspection:** The Company will annually inspect and service the tanks beginning in the year of 2022 as per the schedule with visual inspections and cleanout inspections. If any significant repair or touch up is observed we will schedule a time for the owner to drain the tank to make necessary repairs.

   b. **Drainage:** When a cleanout/inspection is done, the tanks will be completely drained and cleaned to remove and properly dispose of all sediment and other accumulations that might be harmful to the tank or its contents (not including staining). This cleaning will use high-pressure equipment. Any necessary touch up will be done at time of cleaning to extend coating life.

   c. **Disinfection:** After cleaning is completed, the interior will be inspected and disinfected by the Company prior to returning to service. Sampling and testing will be the responsibility of the Owner.

   d. **Painting:** The Company will clean and repaint the interior and/or exterior of the tanks at such time as painting is needed, but at a minimum in accordance with the schedule mutually agreed upon by the Owner and the Company, unless otherwise requested and extended by the Owner in writing. The need for interior painting will be determined by the thickness of the existing liner and its protective condition. The need for exterior painting will be determined by the appearance and protective condition of the existing paint. When painting is needed, all products and procedures will be equal to, or exceed the requirements of the state, the American Water Works Association, and the Steel Structures Painting Council as to surface preparation, coating materials, and disinfections. A lock, provided by the Owner will be installed on the roof hatch of the tanks to prevent any unauthorized entry to the water tanks. The keys to the tank will be retained by the Owner.

e. **Emergency:** The Company will provide emergency services, when needed, to perform all repairs covered under this contract. Reasonable travel time must be allowed for the repair unit to reach the tank site. The Company will furnish temporary use of relief valves, if needed, to install in the water system so the Owner can pump direct to maintain water pressure while the tank is being serviced. The owner has the option to purchase relief valves for long-term use.

f. **Exclusions:** This plan does NOT provide for the cost for and/or liability on the part of the Company for: (1) containment of the tanks at any time during the term of the Agreement; (2) disposal of any hazardous waste materials; (3) resolution of operational problems or structural damage due to cold weather, acts of terrorism or other "Acts of God"; (4) repair of structural damage due to antenna installations or other attachments for which the tank was not originally designed; (5) riser pipes that are smaller than 36 inches in diameter; (6) insulation, frost jackets, and fill lines; (7) negligent or intentional acts of Owner's employees, invitees, agents, or contractors or subcontractor or any person or entity under Owner's control; (8) resolution of operational problems or repair of structural damage or site damage caused by physical conditions below the surface of the ground; (9) damages, whether foreseen or unforeseen, caused by the Owner's use of pressure relief valves and site conditions; (10) repairs to the foundation of the tank; (11) payment of prevailing wages at any time throughout the duration of this agreement; (12) negligent acts of Owner's employees, agents or contractors in the operation of the water system.

Exterior Renovation

- Contractor will abrasive blast clean the complete exterior (100%) to an SSPC - SP No. 6 "Commercial Blast". After abrasive blast cleaning, all surfaces shall be cleaned of any dust residue or foreign debris.
- Contractor will apply one (1) prime coat of zinc to the complete exterior (100%) shall be applied to manufacturer's recommended film thickness (2.5 - 3.5 mils DFT).
- Contractor will apply one (1) intermediate coat of epoxy to the complete exterior (100%) shall be applied to the manufacturer's recommendations (3.0 - 5.0 mils DFT).
- Contractor will apply one (1) finish coat of urethane to the complete exterior (100%) shall be applied to the manufacturer's recommendations (2.0 - 5.0 mils DFT).

Interior Wet Renovation

- Contractor will abrasive blast clean the complete interior (100%) to an SSPC - SP No. 10 "Near White Metal". After abrasive blast cleaning, all surfaces shall be cleaned of any dust residue or foreign debris.
- Contractor will apply one (1) prime coat of NSF-61 approved zinc rich primer to the complete interior (100%) shall be applied to manufacturer's recommended film thickness (2.5 - 3.5 mils DFT).
- Contractor will apply one (1) additional coat of NSF-61 approved epoxy to be applied by brush and roller to all edges, weld seams and sharp angles.
- Contractor will apply one (1) intermediate coat of NSF-61 approved epoxy to the complete interior (100%) shall be applied to the manufacturer's recommendations (4.0 - 6.0 mils DFT).
- Contractor will apply one (1) finish coat of NSF-61 approved epoxy to the complete interior (100%) shall be applied to the manufacturer's recommendations (4.0 - 6.0 mils DFT).

Replace 18, 3" x 1 1/2" Channel Roof Beams

Ladders

- Contractor agrees to install new OSHA compliant ladder on the interior wet area of the water tank from the roof to the bottom of the bowl.

Anti Climb

- Contractor will install an anti-climb device on the exterior ladder approximately 15 ft above grade.

Safety Climb

- Contractor will provide and install new exterior galvanized safety climb system meeting current ANSI and OSHA standards.

Roof Access

- Contractor will remove existing roof manway and install new 30 inch square manway.

Overflow Pipe

- Contractor agrees to install 6 inch schedule 40 steel overflow pipe.
- New Overflow pipe shall be extended from the existing overflow pipe to a level of 12 to 24 inches above grade.
- The new overflow pipe will be angled away from the foundation and equipped with an flapper/screen combination.
- All piping will be braced and welded to the exterior of the tank.
- Owner is responsible for splash pad.

Install Two (2) Sections of 6' OSHA Handrail

Visual Inspection

- Contractor will do a complete inspection along with photos of the complete interior and exterior of the water tower.
- Contractor will work up a report of the findings during the Inspection of the city's water tower and send a detailed report that will include current condition, and future recommendations as applicable. Inspection to cover, Coatings, Sanitary, Security, Safety and Structural conditions.

Cleanout

- Contractor will furnish tools, labor, and materials as well as necessary insurance to perform the work in a good and workmanlike manner.
- Contractor will furnish a pressure relief valve/blow-off valve for use by the city if needed at no charge.
- Contractor will wash out heavy sediment once the tank is emptied by the owner.
- Contractor will power wash the bottom 6' of the interior wet area of the tank after heavy sediment has been removed from the tank. Some staining may remain.
- Contract is based on up to one half-day of crew onsite. Projects over one-half day will be charged at $575/hour. Additional days required will be charged at $2500/day.
- Should any emergency repair or renovation be necessary, cost and details to be submitted. No extra work will be done without the owner's authorization.
- Contractor will do a complete inspection along with photos of the complete interior and exterior of the water tank.
- Contractor will work up a report of the findings during the inspection of the city's water tank and send a detailed report that will include current condition and future recommendations as applicable. Inspection to cover coatings, sanitary, security, safety and structural conditions.

Interior Wet Disinfection Method

- Contractor will disinfect the interior of the tank as per AWWA Standard C652-02, Chlorine Method #3 prior to the owner filling the tank.
- Water samples and testing is the responsibility of the owner.

Notes:

- Contractor will replace the interior beam structure per the existing design. Due to corrosion near the rim angle, contractor may discover additional steel loss after the interior abrasive blast. Any additional steel repair will be presented to the owner prior to repair; owner and contractor will be in mutual agreement on any costs prior to the additional work being performed.

Maguire Iron, Inc.
SINCE 1915

WATER TOWER EXPERTS

info@maguireiron.com
1610 N. Minnesota Ave
Sioux Falls, SD 57104
(605) 334-9749

Schedule A: Cost Schedule

SANGER, TX - CITY OF GST/STP/PT 97		
Year	**Service**	**Annual Spend**
Year: 1	Paint - Exterior Paint - Interior Wet Steelwork Repairs	$218,400.00
Year: 2	Visual Inspection	$7,500.00
Year: 3	Clean Out / ROV	$7,800.00
Year: 4	Visual Inspection	$8,112.00
Year: 5	Clean Out / ROV	$8,436.00
Year: 6	Visual Inspection	$8,774.00
Year: 7	Clean Out / ROV	$9,125.00
Year: 8	Visual Inspection	$9,490.00
Year: 9	Clean Out / ROV	$9,869.00
Year: 10	Visual Inspection	$10,264.00

Agreement with Maguire Services for Maintenance of the 100mg Ground Storage Tank Located At Cherry Street

THIS AGREEMENT ("Agreement") is entered into this ___ day of _____,20___ by and between **Maguire Iron, Inc of Sioux Falls South Dakota** ("MAGUIRE") and the **City of Sanger**, a municipal corporation of the State of Texas ("SANGER"). For convenience, Maguire and Sanger may sometimes be referred to herein collectively as "parties" and individually as a "party."

WITNESSETH

WHEREAS, SANGER is in need of goods and services for the care and maintenance of its **100mg Ground Storage Tank located at Cherry Street**; and

WHEREAS, SANGER desires to engage MAGUIRE to provide goods and services as more fully described in the Full Service Maintenance Plan and Exhibit "A" attached hereto and incorporated herein by reference; and

WHEREAS, MAGUIRE agrees to provide such goods and services for SANGER in accordance with the terms of this Agreement;

NOW, THEREFORE, for the mutual promises set forth herein, and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto mutually agree as follows:

1. **Employment of MAGUIRE.**

   a. SANGER agrees to engage MAGUIRE and MAGUIRE hereby agrees to provide the goods and perform the services described in the Full Service Maintenance Plan and Exhibit "A" attached hereto and incorporated herein by reference.

   b. Notwithstanding anything to the contrary contained in this Agreement, SANGER and MAGUIRE agree and acknowledge that SANGER is entering into this Agreement in reliance on MAGUIRE's special and unique abilities. MAGUIRE accepts the relationship of trust and confidence established between it and SANGER by this Agreement.

   c. MAGUIRE acknowledges that MAGUIRE shall be solely responsible for determining the methods for performing the services described in Exhibit "A" attached hereto. MAGUIRE covenants with SANGER to use its best efforts, skill, judgment, and abilities to perform the work required by this Agreement and to further the interests of SANGER in accordance with SANGER's requirements, in compliance with applicable national, federal, state, municipal, laws, regulations, codes, ordinances, orders and with those of any other body having jurisdiction.

   d. MAGUIRE warrants, represents, covenants, and agrees that all of the work to be performed by MAGUIRE under or pursuant to this Agreement shall be done (i) with the Maguire skill and care ordinarily provided by professionals in this field, as the case may

be, practicing under the same or similar circumstances and applicable licenses; and (ii) as expeditiously as is prudent considering the ordinary Maguire skill and care of a as a professional in this field, as the case may be. MAGUIRE will be responsible for supplying all tools and equipment necessary for MAGUIRE to provide the goods and services as set forth in Exhibit "A" attached hereto.

2. **Compensation.** The cost of the program is detailed in the attached Schedule A. Each year thereafter, the annual fee will be adjusted to reflect the current cost of service. The adjustments will be limited to a five percent annual increase. Annual payments are due are due by Sanger the first business day of selected payment period. Net 30 days from acceptance and invoicing, plus applicable sales, use, excise, transfer or similar taxes required by law. A service charge of 1.5% per month (18% per annum) will be charged on past due accounts.

3. **Changes/Tank Modifications.** SANGER may, from time to time require changes in the scope of services of MAGUIRE to be performed hereunder. Such changes, which are mutually agreed upon by and between SANGER and MAGUIRE, shall be incorporated in written amendment to this Agreement. In regards to any Tank Modifications the MAQUIRE's fees are based upon the existing structure and components of the tanks. ***Any modifications to the tanks, including but not limited to antenna installations, shall be approved by the City, prior to installation or modification and may result in an increase to the annual fee.***

4. **Services and Materials to be Furnished by SANGER.** SANGER shall furnish MAGUIRE with all available information and data MAGUIRE requests pertinent to the execution of this Agreement. SANGER shall cooperate with MAGUIRE in carrying out the work herein and shall provide adequate staff for liaison with MAGUIRE.

5. **Visual Inspection Disclaimer.** This Contract is based upon a visual inspection of the Tank. The Owner and the Company hereby acknowledge and agree that a visual inspection is intended to assess the condition of the Tank for all patent defects. If latent defects are identified once the tank has been drained for repairs, the Owner agrees and acknowledges that the Company shall not be responsible to repair the latent defects unless the Owner and the Company renegotiate the annual fees. The definition of a "latent defect" shall be any defect of the Tank which is not easily discovered (e.g., corrosion of the floor plates, damage to the roof of the tank which is not clearly visible during the visual inspection, etc.).

City of Sanger

By: 10-31-2022
Jim Bolz -Director of Public Works

By: _____
John Noblett - City Manger

Maguire Iron, Inc.

By: 10/25/2022
Jamie Mays

Please sign and date

6. **Ownership of Documents.** All reports, plans, specifications, computer files and other documents prepared by MAGUIRE for which MAGUIRE has been compensated pursuant to this Agreement shall be the property of SANGER. MAGUIRE will deliver to SANGER copies of the prepared documents and materials. MAGUIRE shall make all documents and related data and material utilized in developing the documents available to SANGER for inspection whenever requested. MAGUIRE may make copies of any and all such documents and items and retain same for its files. MAGUIRE shall have no liability for changes made to or use of the drawings, specifications, and other documents by anyone other than MAGUIRE subsequent to delivery of the prepared documents and materials. However, any such change or other use shall be sealed by the individual making the change or use and shall be appropriately marked to reflect what was changed or modified.

7. **Term and Termination of Agreement.** This agreement shall be for one year and shall automatically renew annually on the contract execution date or the Owner's budget year defined as: October 1 through: September 30. The Owner shall have the right to continue this contract for an additional nine (9) one (1) year options providing the annual fee is paid in accordance with the terms of payment. This agreement is subject to termination by the Owner upon written notice of intent to terminate which must be received by the Company ninety (90) days prior to the effective date of termination. Notice of Termination is to be delivered by certified mail to **Maguire Iron Inc.** and signed by the Mayor, City Manager or authorized agent. The owner will be responsible to the Company for the cost (at current market rates) of any work that has been performed prior to termination. Any disputes arising out of such termination are subject to the remedies section hereinafter set out.

8. **Notice.** All Notices shall be sent to the following addresses:

Maguire Iron, Inc. P.O. Box 1446 Sioux Falls, SD 57101	City of Sanger – City Manager 502 Elm St. P.O. Box 1729 Sanger, TX 76266

9. **Completeness of Contract.** This Agreement and the documents incorporated herein by specific reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this contract or any part thereof shall have any validity or bind any of the parties hereto. If there is any conflict between the terms of this Agreement and the documents attached hereto, the terms of this Agreement shall control. This Agreement may not be subsequently modified except by a writing signed by both parties.

10. **SANGER Not Obligated to Third Parties.** SANGER shall not be obligated or liable hereunder to any party other than MAGUIRE.

11. **Indemnification. MAGUIRE DOES HEREBY COVENANT AND CONTRACT TO WAIVE ANY AND ALL CLAIMS, RELEASE, INDEMNIFY, AND HOLD HARMLESS SANGER, ITS SANGER COUNCIL, OFFICERS, EMPLOYEES, AND AGENTS, FROM AND AGAINST ALL LIABILITY, CAUSES OF ACTION, CLAIMS, COSTS, DAMAGES, DEMANDS, EXPENSES, FINES, JUDGMENTS, LOSSES, PENALTIES OR SUITS, WHICH MAY ARISE BY REASON OF DEATH OR INJURY**

TO PERSONS OR PROPERTY, CAUSED BY OR RESULTING FROM THE NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBMAGUIRE OR SUPPLIER COMMITTED BY MAGUIRE, ITS AGENTS, OR CONSULTANTS UNDER CONTRACT, OR ANY OTHER ENTITY OVER WHICH MAGUIRE EXERCISES CONTROL, SUBJECT TO THE LIMITATIONS IN TEXAS LOCAL GOVERNMENT CODE § 271.904 AND TEXAS CIVIL PRACTICE AND REMEDIES CODE, § 130.002 (b) AND MAGUIRE WILL, AT ITS OWN COST AND EXPENSE, DEFEND AND PROTECT SANGER AGAINST ANY AND ALL SUCH CLAIMS AND DEMANDS.

THE INDEMNIFICATION UNDER THIS SECTION SHALL INCLUDE REASONABLE ATTORNEYS' FEES AND COSTS, COURT COSTS, AND SETTLEMENT COSTS IN PROPORTION TO MAGUIRE'S LIABILITY.

MAGUIRE'S OBLIGATIONS UNDER THIS SECTION SHALL NOT BE LIMITED TO THE LIMITS OF COVERAGE OF INSURANCE MAINTAINED OR REQUIRED TO BE MAINTAINED BY MAGUIRE UNDER THIS AGREEMENT. THIS SECTION (INDEMNIFICATION) SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

12. **Insurance**. MAGUIRE shall, at its own expense, purchase, maintain and keep in force throughout the duration of this Agreement and for a period of four (4) years thereafter the following minimum insurance:

    A. Commercial general liability insurance, including personal injury liability, blanket contractual liability, and broad form property damage liability in an amount of not less than $1,000,000.
    B. Automobile bodily injury and property damage liability insurance with a limit of not less than $1,000,000.
    C. Statutory workers' compensation and employers' liability insurance as required by state law. Maguire agrees to waive all subrogation claims.
    D. Liability insurance (Errors and Omissions) with a limit of $1,000,000 per claim/annual aggregate.

    MAGUIRE shall provide SANGER with proof of insurance required hereunder prior to commencing work for SANGER and SANGER shall be named as an additional insured on the policy. MAGUIRE shall provide SANGER with written notice of any coverage limit change on the insurance. Such policies shall name SANGER, its officers, and employees as an additional insured and shall provide for a waiver of subrogation against SANGER. MAGUIRE shall insure that all subcontractors comply with the same insurance requirements.

13. **Client Objection to Personnel**. If at any time after entering into this Agreement, SANGER has any reasonable objection to any of MAGUIRE's personnel, or any personnel, Maguires and/or consultants retained by MAGUIRE, MAGUIRE shall promptly propose substitutes to whom SANGER has no reasonable objection, and MAGUIRE's compensation shall be equitably adjusted to reflect any difference in MAGUIRE's costs occasioned by such substitution.

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18. **Successors and Assigns.** Subject to the provisions regarding assignment, this Agreement shall be binding on and inure to the benefit of the Parties to it and their respective heirs, executors, administrators, legal representatives, successors and assigns.

19. **Governing Law/Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. Venue for any action brought to interpret or enforce the terms of this Agreement shall lie in Denton County, Texas.

20. **No Third-Party Beneficiary**. For purposes of this Agreement, including its intended operation and effect, the parties specifically agree and contract that: (1) this Agreement only affects matters/disputes between the parties to this Agreement, and is in no way intended by the parties to benefit or otherwise affect any third person or entity, notwithstanding the fact that such third person or entities may be in a contractual relationship with SANGER and MAGUIRE, or both; and (2) the terms of this Agreement are not intended to release, either by contract or operation of law, any third person or entity from obligations they owe to either SANGER or MAGUIRE.

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abutting the proposed project and business relations with abutting property owners, or with elected officials or employees of SANGER. MAGUIRE further warrants that it will make disclosure in writing of any conflicts of interest that develop subsequent to the signing of this Agreement and prior to final payment under the Agreement. MAGUIRE warrants that it has submitted to SANGER a completed Conflicts of Interest Questionnaire as required by Chapter 176 of the Texas Local Government Code.

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    2. Maguire will not discriminate during the term of this Agreement against a firearm entity or firearm trade association as those terms are defined in Texas Government Code, Chapter 2274.

25. **Authority to Sign.** The parties hereby warrant and represent that the undersigned persons have full authority and are duly authorized to sign on behalf of their respective principals and that such principals have duly authorized the transaction contemplated by this Agreement.

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IN WITNESS WHEREOF, SANGER and the MAGUIRE have executed this Agreement as of the date first written above.

SANGER OF SANGER, TEXAS

By: _____
Print Name:_____
Title:_____

MAGUIRE IRON, INC.

By: _____
Print Name: Jamie Mays 10/28/2022
Title: Director of Sales

Approved as to Form

_____
Hugh Coleman
City Attorney
City of Sanger

Attest:

_____
By: City Secretary

SANGER CITY COUNCIL COMMUNICATION

DATE: November 7, 2022

FROM: Jim Bolz, Director of Public Works

AGENDA ITEM: Consideration and possible action on a contract with Maguire Iron, Inc for full-service water storage maintenance and asset maintenance plan for .300MG ground storage tank located at Cherry Street in the amount not to exceed $440,750.00 and further authorizing the City Manager to execute.

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  - Tank inspections and cleanout
  - Disinfection prior to bringing back online
  - Remove and properly dispose of any sediment found in tanks

FISCAL INFORMATION:

Budgeted: YES Amount: $440,750.00 GL Account: Enterprise Capital Project Fund

RECOMMENDED MOTION OR ACTION:

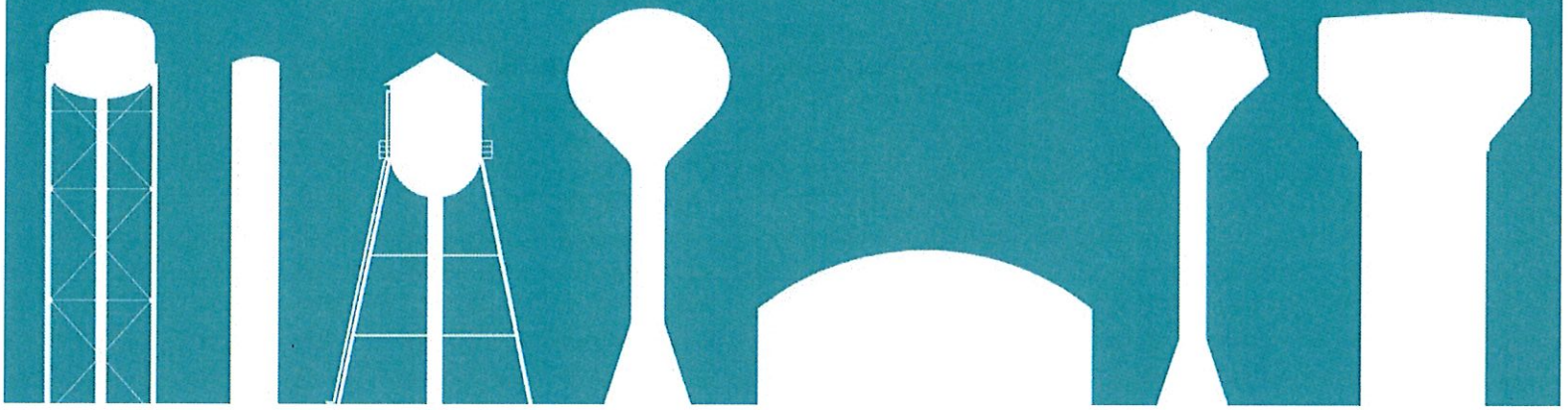
Staff recommends approval

ATTACHMENTS:

- Full-Service Maintenance Plan - .300MG Cherry Street Ground Storage Tank
- Agreement with Maguire Services for Maintenance of the 300MG Ground Tank Located at Cherry Street

Maguire Iron, Inc.
SINCE 1915

FULL-SERVICE MAINTENANCE PLAN



SANGER, TX - CITY OF

300MG Cherry St. Ground Tank

Sanger, TX

October 12, 2022

Schedule A

Maguire Iron, Inc.
SINCE 1915

WATER TOWER EXPERTS

info@maguireiron.c
1610 N. Minnesota Ave
Sioux Falls, SD 57104
(605) 334-9749

FULL-SERVICE MAINTENANCE PLAN

This Full-Service Maintenance Plan, along with all incorporated documents referenced herein shall set forth the costs and conditions agreed to between the parties in reference to the inspection, maintenance, and rehabilitation of the **300MG Ground Tank located at Cherry Street** by the Company as outlined below and in Schedule A.

1. **SCOPE:**
   The Owner agrees to employ the Company to maintain its water storage tanks in accordance with this Full Service Maintenance Plan. This Agreement binds the Company with the responsibility for the care and maintenance of the water storage tanks as outlined below. **Schedule A** details the costs of the Plan. Care and maintenance shall include the following:

   a. **Inspection:** The Company will annually inspect and service the tanks beginning in the year of 2022 as per the schedule with visual inspections and cleanout inspections. If any significant repair or touch up is observed we will schedule a time for the owner to drain the tank to make necessary repairs.

   b. **Drainage:** When a cleanout/inspection is done, the tanks will be completely drained and cleaned to remove and properly dispose of all sediment and other accumulations that might be harmful to the tank or its contents (not including staining). This cleaning will use high-pressure equipment. Any necessary touch up will be done at time of cleaning to extend coating life.

   c. **Disinfection:** After cleaning is completed, the interior will be inspected and disinfected by the Company prior to returning to service. Sampling and testing will be the responsibility of the Owner.

   d. **Painting:** The Company will clean and repaint the interior and/or exterior of the tanks at such time as painting is needed, but at a minimum in accordance with the schedule mutually agreed upon by the Owner and the Company, unless otherwise requested and extended by the Owner in writing. The need for interior painting will be determined by the thickness of the existing liner and its protective condition. The need for exterior painting will be determined by the appearance and protective condition of the existing paint. When painting is needed, all products and procedures will be equal to, or exceed the requirements of the state, the American Water Works Association, and the Steel Structures Painting Council as to surface preparation, coating materials, and disinfections. A lock, provided by the Owner will be installed on the roof hatch of the tanks to prevent any unauthorized entry to the water tanks. The keys to the tank will be retained by the Owner.

e. **Emergency:** The Company will provide emergency services, when needed, to perform all repairs covered under this contract. Reasonable travel time must be allowed for the repair unit to reach the tank site. The Company will furnish temporary use of relief valves, if needed, to install in the water system so the Owner can pump direct to maintain water pressure while the tank is being serviced. The owner has the option to purchase relief valves for long-term use.

f. **Exclusions:** This plan does NOT provide for the cost for and/or liability on the part of the Company for: (1) containment of the tanks at any time during the term of the Agreement; (2) disposal of any hazardous waste materials; (3) resolution of operational problems or structural damage due to cold weather, acts of terrorism or other "Acts of God"; (4) repair of structural damage due to antenna installations or other attachments for which the tank was not originally designed; (5) riser pipes that are smaller than 36 inches in diameter; (6) insulation, frost jackets, and fill lines; (7) negligent or intentional acts of Owner's employees, invitees, agents, or contractors or subcontractor or any person or entity under Owner's control; (8) resolution of operational problems or repair of structural damage or site damage caused by physical conditions below the surface of the ground; (9) damages, whether foreseen or unforeseen, caused by the Owner's use of pressure relief valves and site conditions; (10) repairs to the foundation of the tank; (11) payment of prevailing wages at any time throughout the duration of this agreement; (12) negligent acts of Owner's employees, agents or contractors in the operation of the water system.

Exterior Renovation

- Contractor will abrasive blast clean the complete exterior (100%) to an SSPC - SP No. 6 "Commercial Blast". After abrasive blast cleaning, all surfaces shall be cleaned of any dust residue or foreign debris.
- Contractor will apply one (1) prime coat of zinc to the complete exterior (100%) shall be applied to manufacturer's recommended film thickness (2.5 - 3.5 mils DFT).
- Contractor will apply one (1) intermediate coat of epoxy to the complete exterior (100%) shall be applied to the manufacturer's recommendations (3.0 - 5.0 mils DFT).
- Contractor will apply one (1) finish coat of urethane to the complete exterior (100%) shall be applied to the manufacturer's recommendations (2.0 - 5.0 mils DFT).

Interior Wet Renovation

- Contractor will abrasive blast clean the complete interior (100%) to an SSPC - SP No. 10 "Near White Metal". After abrasive blast cleaning, all surfaces shall be cleaned of any dust residue or foreign debris.
- Contractor will apply one (1) prime coat of NSF-61 approved zinc rich primer to the complete interior (100%) shall be applied to manufacturer's recommended film thickness (2.5 - 3.5 mils DFT).
- Contractor will apply one (1) additional coat of NSF-61 approved epoxy to be applied by brush and roller to all edges, weld seams and sharp angles.
- Contractor will apply one (1) intermediate coat of NSF-61 approved epoxy to the complete interior (100%) shall be applied to the manufacturer's recommendations (4.0 - 6.0 mils DFT).
- Contractor will apply one (1) finish coat of NSF-61 approved epoxy to the complete interior (100%) shall be applied to the manufacturer's recommendations (4.0 - 6.0 mils DFT).

Frost Proof Vent

- Contractor will remove existing vent and furnish and install a new state compliant 24 inch fail safe steel vent.

Anti Climb

- Contractor will install an anti-climb device on the exterior ladder approximately 15 ft above grade.

Ladders

- Contractor agrees to install new OSHA compliant ladder on the interior wet area of thewater tank from the roof to the bottom of the bowl.

Safety Climb

- Contractor will provide and install new exterior galvanized safety climb systemmeeting current ANSI and OSHA standards.

Install Overflow Pipe Screen

Install Two (2) Sections of 6' OSHA Handrail on Roof

Visual Inspection

- Contractor will do a complete inspection along with photos of the complete interiorand exterior of the water tower.
- Contractor will work up a report of the findings during the Inspection of the city's water tower and send a detailed report that will include current condition, and future recommendations as applicable. Inspection to cover, Coatings, Sanitary, Security, Safety and Structural conditions.

Cleanout

- Contractor will furnish tools, labor, and materials as well as necessary insurance to perform the work in a good and workmanlike manner.
- Contractor will furnish a pressure relief valve/blow-off valve for use by the city if needed atno charge.
- Contractor will wash out heavy sediment once the tank is emptied by the owner.
- Contractor will power wash the bottom 6' of the interior wet area of the tank after heavy sediment has been removed from the tank. Some staining may remain.
- Contract is based on up to one half-day of crew onsite. Projects over one-half day will be charged at $575/hour. Additional days required will be charged at $2500/day.
- Should any emergency repair or renovation be necessary, cost and details to be submitted. No extra work will be done without the owner's authorization.
- Contractor will do a complete inspection along with photos of the complete interiorand exterior of the water tank.
- Contractor will work up a report of the findings during the inspection of the city's water tank and send a detailed report that will include current condition and future recommendations as applicable. Inspection to cover coatings, sanitary, security, safety and structural conditions.

Interior Wet Disinfection Method

- Contractor will disinfect the interior of the tank as per AWWA Standard C652-02, Chlorine Method #3 prior to the owner filling the tank.
- Water samples and testing is the responsibility of the owner.

Schedule A: Cost Schedule

SANGER, TX - CITY OF GST/STP/PT 325		
Year	**Service**	**Annual Spend**
Year: 1	Paint - Exterior Paint - Interior Wet Steelwork Repairs	$287,300.00
Year: 2	Visual Inspection	$14,500.00
Year: 3	Clean Out / ROV	$15,080.00
Year: 4	Visual Inspection	$15,683.00
Year: 5	Clean Out / ROV	$16,311.00
Year: 6	Visual Inspection	$16,963.00
Year: 7	Clean Out / ROV	$17,641.00
Year: 8	Visual Inspection	$18,347.00
Year: 9	Clean Out / ROV	$19,081.00
Year: 10	Visual Inspection	$19,844.00

Agreement with Maguire Services for Maintenance of the 300MG Ground Tank Located at Cherry Street

THIS AGREEMENT ("Agreement") is entered into this ___ day of _____,20___ by and between **Maguire Iron, Inc of Sioux Falls South Dakota** ("MAGUIRE") and the **City of Sanger**, a municipal corporation of the State of Texas ("SANGER"). For convenience, Maguire and Sanger may sometimes be referred to herein collectively as "parties" and individually as a "party."

WITNESSETH

WHEREAS, SANGER is in need of goods and services for the care and maintenance of its **300MG Ground Tank located at Cherry Street**; and

WHEREAS, SANGER desires to engage MAGUIRE to provide goods and services as more fully described in the Full Service Maintenance Plan and Exhibit "A" attached hereto and incorporated herein by reference; and

WHEREAS, MAGUIRE agrees to provide such goods and services for SANGER in accordance with the terms of this Agreement;

NOW, THEREFORE, for the mutual promises set forth herein, and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged,. the parties hereto mutually agree as follows:

1. **Employment of MAGUIRE.**

   a. SANGER agrees to engage MAGUIRE and MAGUIRE hereby agrees to provide the goods and perform the services described in the Full Service Maintenance Plan and Exhibit "A" attached hereto and incorporated herein by reference.

   b. Notwithstanding anything to the contrary contained in this Agreement, SANGER and MAGUIRE agree and acknowledge that SANGER is entering into this Agreement in reliance on MAGUIRE's special and unique abilities. MAGUIRE accepts the relationship of trust and confidence established between it and SANGER by this Agreement.

   c. MAGUIRE acknowledges that MAGUIRE shall be solely responsible for determining the methods for performing the services described in Exhibit "A" attached hereto. MAGUIRE covenants with SANGER to use its best efforts, skill, judgment, and abilities to perform the work required by this Agreement and to further the interests of SANGER in accordance with SANGER's requirements, in compliance with applicable national, federal, state, municipal, laws, regulations, codes, ordinances, orders and with those of any other body having jurisdiction.

   d. MAGUIRE warrants, represents, covenants, and agrees that all of the work to be performed by MAGUIRE under or pursuant to this Agreement shall be done (i) with the Maguire skill and care ordinarily provided by professionals in this field, as the case may

be, practicing under the same or similar circumstances and applicable licenses; and (ii) as expeditiously as is prudent considering the ordinary Maguire skill and care of a as a professional in this field, as the case may be. MAGUIRE will be responsible for supplying all tools and equipment necessary for MAGUIRE to provide the goods and services as set forth in Exhibit "A" attached hereto.

2. **Compensation.** The cost of the program is detailed in the attached Schedule A. Each year thereafter, the annual fee will be adjusted to reflect the current cost of service. The adjustments will be limited to a five percent annual increase. Annual payments are due are due by Sanger the first business day of selected payment period. Net 30 days from acceptance and invoicing, plus applicable sales, use, excise, transfer or similar taxes required by law. A service charge of 1.5% per month (18% per annum) will be charged on past due accounts.

3. **Changes/Tank Modifications.** SANGER may, from time to time require changes in the scope of services of MAGUIRE to be performed hereunder. Such changes, which are mutually agreed upon by and between SANGER and MAGUIRE, shall be incorporated in written amendment to this Agreement. In regards to any Tank Modifications the MAQUIRE's fees are based upon the existing structure and components of the tanks. ***Any modifications to the tanks, including but not limited to antenna installations, shall be approved by the City, prior to installation or modification and may result in an increase to the annual fee.***

4. **Services and Materials to be Furnished by SANGER.** SANGER shall furnish MAGUIRE with all available information and data MAGUIRE requests pertinent to the execution of this Agreement. SANGER shall cooperate with MAGUIRE in carrying out the work herein and shall provide adequate staff for liaison with MAGUIRE.

5. **Visual Inspection Disclaimer.** This Contract is based upon a visual inspection of the Tank. The Owner and the Company hereby acknowledge and agree that a visual inspection is intended to assess the condition of the Tank for all patent defects. If latent defects are identified once the tank has been drained for repairs, the Owner agrees and acknowledges that the Company shall not be responsible to repair the latent defects unless the Owner and the Company renegotiate the annual fees. The definition of a "latent defect" shall be any defect of the Tank which is not easily discovered (e.g., corrosion of the floor plates, damage to the roof of the tank which is not clearly visible during the visual inspection, etc.).

City of Sanger

By: 10-31-2022
Jim Bolz -Director of Public Works

By: _____
John Noblett - City Manger

Maguire Iron, Inc.

By: 10/28/2022
Jamie Mays

Please sign and date

6. **Ownership of Documents.** All reports, plans, specifications, computer files and other documents prepared by MAGUIRE for which MAGUIRE has been compensated pursuant to this Agreement shall be the property of SANGER. MAGUIRE will deliver to SANGER copies of the prepared documents and materials. MAGUIRE shall make all documents and related data and material utilized in developing the documents available to SANGER for inspection whenever requested. MAGUIRE may make copies of any and all such documents and items and retain same for its files. MAGUIRE shall have no liability for changes made to or use of the drawings, specifications, and other documents by anyone other than MAGUIRE subsequent to delivery of the prepared documents and materials. However, any such change or other use shall be sealed by the individual making the change or use and shall be appropriately marked to reflect what was changed or modified.

7. **Term and Termination of Agreement.** This agreement shall be for one year and shall automatically renew annually on the contract execution date or the Owner's budget year defined as: October 1 through: September 30. The Owner shall have the right to continue this contract for an additional nine (9) one (1) year options providing the annual fee is paid in accordance with the terms of payment. This agreement is subject to termination by the Owner upon written notice of intent to terminate which must be received by the Company ninety (90) days prior to the effective date of termination. Notice of Termination is to be delivered by certified mail to **Maguire Iron Inc.** and signed by the Mayor, City Manager or authorized agent. The owner will be responsible to the Company for the cost (at current market rates) of any work that has been performed prior to termination. Any disputes arising out of such termination are subject to the remedies section hereinafter set out.

8. **Notice.** All Notices shall be sent to the following addresses:

Maguire Iron, Inc. P.O. Box 1446 Sioux Falls, SD 57101	City of Sanger – City Manager 502 Elm St. P.O. Box 1729 Sanger, TX 76266

9. **Completeness of Contract.** This Agreement and the documents incorporated herein by specific reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this contract or any part thereof shall have any validity or bind any of the parties hereto. If there is any conflict between the terms of this Agreement and the documents attached hereto, the terms of this Agreement shall control. This Agreement may not be subsequently modified except by a writing signed by both parties.

10. **SANGER Not Obligated to Third Parties.** SANGER shall not be obligated or liable hereunder to any party other than MAGUIRE.

11. **Indemnification. MAGUIRE DOES HEREBY COVENANT AND CONTRACT TO WAIVE ANY AND ALL CLAIMS, RELEASE, INDEMNIFY, AND HOLD HARMLESS SANGER, ITS SANGER COUNCIL, OFFICERS, EMPLOYEES, AND AGENTS, FROM AND AGAINST ALL LIABILITY, CAUSES OF ACTION, CLAIMS, COSTS, DAMAGES, DEMANDS, EXPENSES, FINES, JUDGMENTS, LOSSES, PENALTIES OR SUITS, WHICH MAY ARISE BY REASON OF DEATH OR INJURY**

TO PERSONS OR PROPERTY, CAUSED BY OR RESULTING FROM THE NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBMAGUIRE OR SUPPLIER COMMITTED BY MAGUIRE, ITS AGENTS, OR CONSULTANTS UNDER CONTRACT, OR ANY OTHER ENTITY OVER WHICH MAGUIRE EXERCISES CONTROL, SUBJECT TO THE LIMITATIONS IN TEXAS LOCAL GOVERNMENT CODE § 271.904 AND TEXAS CIVIL PRACTICE AND REMEDIES CODE, § 130.002 (b) AND MAGUIRE WILL, AT ITS OWN COST AND EXPENSE, DEFEND AND PROTECT SANGER AGAINST ANY AND ALL SUCH CLAIMS AND DEMANDS.

THE INDEMNIFICATION UNDER THIS SECTION SHALL INCLUDE REASONABLE ATTORNEYS' FEES AND COSTS, COURT COSTS, AND SETTLEMENT COSTS IN PROPORTION TO MAGUIRE'S LIABILITY.

MAGUIRE'S OBLIGATIONS UNDER THIS SECTION SHALL NOT BE LIMITED TO THE LIMITS OF COVERAGE OF INSURANCE MAINTAINED OR REQUIRED TO BE MAINTAINED BY MAGUIRE UNDER THIS AGREEMENT. THIS SECTION (INDEMNIFICATION) SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

12. **Insurance**. MAGUIRE shall, at its own expense, purchase, maintain and keep in force throughout the duration of this Agreement and for a period of four (4) years thereafter the following minimum insurance:

    A. Commercial general liability insurance, including personal injury liability, blanket contractual liability, and broad form property damage liability in an amount of not less than $1,000,000.
    B. Automobile bodily injury and property damage liability insurance with a limit of not less than $1,000,000.
    C. Statutory workers' compensation and employers' liability insurance as required by state law. Maguire agrees to waive all subrogation claims.
    D. Liability insurance (Errors and Omissions) with a limit of $1,000,000 per claim/annual aggregate.

    MAGUIRE shall provide SANGER with proof of insurance required hereunder prior to commencing work for SANGER and SANGER shall be named as an additional insured on the policy. MAGUIRE shall provide SANGER with written notice of any coverage limit change on the insurance. Such policies shall name SANGER, its officers, and employees as an additional insured and shall provide for a waiver of subrogation against SANGER. MAGUIRE shall insure that all subcontractors comply with the same insurance requirements.

13. **Client Objection to Personnel**. If at any time after entering into this Agreement, SANGER has any reasonable objection to any of MAGUIRE's personnel, or any personnel, Maguires and/or consultants retained by MAGUIRE, MAGUIRE shall promptly propose substitutes to whom SANGER has no reasonable objection, and MAGUIRE's compensation shall be equitably adjusted to reflect any difference in MAGUIRE's costs occasioned by such substitution.

14. **Timeliness of Performance**. MAGUIRE shall perform its Maguire services with due and reasonable diligence consistent with sound practices.

15. **Personnel.** All of the services required hereunder will be performed by MAGUIRE or under MAGUIRE's supervision, and all personnel engaged in the work shall be qualified to perform such services.

16. **Independent Contractor.** In performing the services under this Agreement, MAGUIRE is acting as an independent contractor. No term or provision hereof be construed as making MAGUIRE the agent, servant, or employee of SANGER or as creating a partnership or joint venture relationship between MAGUIRE and SANGER.

17. **Assignability.** The parties hereby agree that MAGUIRE may not assign, convey or transfer its interest, rights and duties in this Agreement without the prior written consent of SANGER.

18. **Successors and Assigns.** Subject to the provisions regarding assignment, this Agreement shall be binding on and inure to the benefit of the Parties to it and their respective heirs, executors, administrators, legal representatives, successors and assigns.

19. **Governing Law/Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. Venue for any action brought to interpret or enforce the terms of this Agreement shall lie in Denton County, Texas.

20. **No Third-Party Beneficiary**. For purposes of this Agreement, including its intended operation and effect, the parties specifically agree and contract that: (1) this Agreement only affects matters/disputes between the parties to this Agreement, and is in no way intended by the parties to benefit or otherwise affect any third person or entity, notwithstanding the fact that such third person or entities may be in a contractual relationship with SANGER and MAGUIRE, or both; and (2) the terms of this Agreement are not intended to release, either by contract or operation of law, any third person or entity from obligations they owe to either SANGER or MAGUIRE.

21. **Exhibits.** The Full Service Maintenance Plan and Exhibit A attached hereto as exhibit are incorporated herein and made a part hereof for all purposes.

22. **HB 89 and SB 252 Certifications.** If this Agreement provides for payment to Maguire of over $100,000, MAGUIRE hereby certifies that Maguire does not and will not boycott Israel during the term of this Agreement in accordance with Chapter 2270, Texas Government Code. Additionally, MAGUIRE hereby certifies that the MAGUIRE is not included on the website of the Texas Comptroller for entities doing business with foreign terrorist organizations pursuant to Chapter 2252, Texas Government Code.

23. **Conflicts of Interest**. By signature of this Agreement, MAGUIRE warrants to SANGER that it has made full disclosure in writing of any existing conflicts of interest or potential conflicts of interest, including business or personal financial interests, direct or indirect, in property

abutting the proposed project and business relations with abutting property owners, or with elected officials or employees of SANGER. MAGUIRE further warrants that it will make disclosure in writing of any conflicts of interest that develop subsequent to the signing of this Agreement and prior to final payment under the Agreement. MAGUIRE warrants that it has submitted to SANGER a completed Conflicts of Interest Questionnaire as required by Chapter 176 of the Texas Local Government Code.

24. **Government Code Chapter 2274 Certification** If this Agreement provides for payment to Maguire of over $100,000 and if Maguire employs ten or more people full-time, then Maguire, by signing below, certifies that:

    1. Maguire does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, and
    2. Maguire will not discriminate during the term of this Agreement against a firearm entity or firearm trade association as those terms are defined in Texas Government Code, Chapter 2274.

25. **Authority to Sign.** The parties hereby warrant and represent that the undersigned persons have full authority and are duly authorized to sign on behalf of their respective principals and that such principals have duly authorized the transaction contemplated by this Agreement.

26. **Counterparts.** This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of any number of copies hereof each signed by less than all, but together signed by all of the parties hereto.

IN WITNESS WHEREOF, SANGER and the MAGUIRE have executed this Agreement as of the date first written above.

SANGER OF SANGER, TEXAS

By: _____
Print Name: _____
Title: _____

MAGUIRE IRON, INC.

By: _____
Print Name: Jamie Hughes 10/28/2022
Title: Director of Sales

Approved as to Form

_____
Hugh Coleman
City Attorney
City of Sanger

Attest:

_____
By: City Secretary

SANGER CITY COUNCIL COMMUNICATION

DATE: November 7, 2022

FROM: Jim Bolz, Director of Public Works

AGENDA ITEM: Consideration and possible action on a contract with Maguire Iron, Inc for full-service water storage maintenance and asset maintenance plan for .100MG ground storage tank located at Utility Road in the amount not to exceed $144,397.00 and further authorizing the City Manager to execute.

SUMMARY:

- Staff issued an RFQ for full-service water storage maintenance and asset maintenance plan on June 27, 2022
- Maguire Iron, Inc was selected as the firm to perform the maintenance plans on July 20, 2022
- August 15, 2022 City Council authorized the City Manager to negotiate a contract for full-service water storage maintenance and asset maintenance plan
- The City wishes to enter into a contract with Maguire Iron, Inc for the work to be performed
- Scope of work that Maguire Iron, Inc has been contracted to perform includes:
  - Painting of interior and exterior of tank surfaces
  - Tank inspections and cleanout
  - Disinfection prior to bringing back online
  - Remove and properly dispose of any sediment found in tanks

FISCAL INFORMATION:

Budgeted: YES Amount: $144,397.00 GL Account: Enterprise Capital Project Fund

RECOMMENDED MOTION OR ACTION:

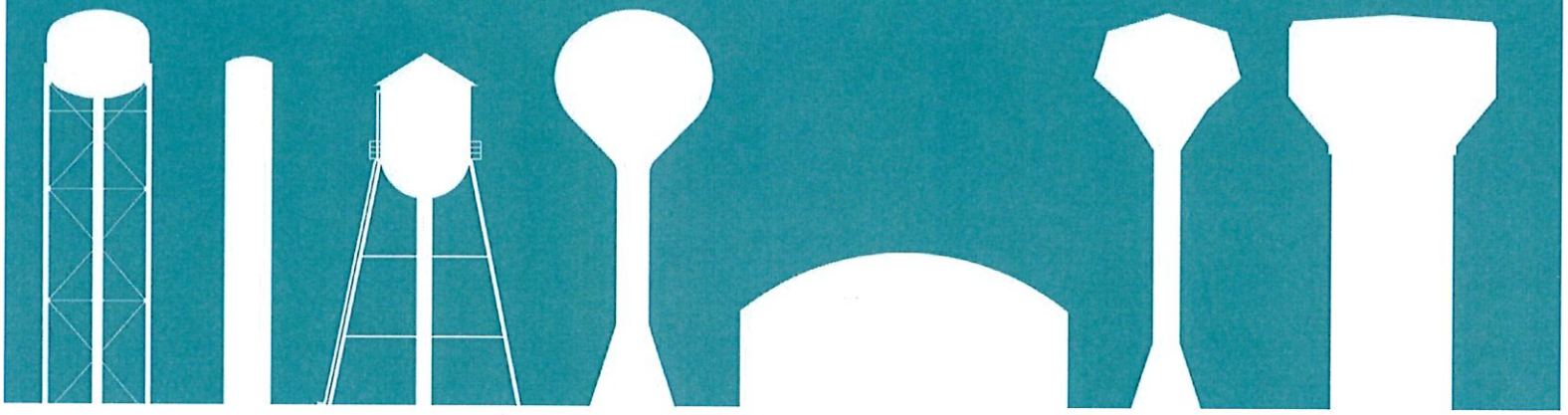
Staff recommends approval

ATTACHMENTS:

- Full-Service Maintenance Plan - .100MG Utility Road Ground Storage Tank
- Agreement with Maguire Services for Maintenance of the 100MG Ground Storage Tank Located on Utility Road

Maguire Iron, Inc.
SINCE 1915

FULL-SERVICE MAINTENANCE PLAN



SANGER, TX - CITY OF

100MG Utility Rd. Ground Tank

Sanger, TX

October 12, 2022

Schedule A

FULL-SERVICE MAINTENANCE PLAN

This Full-Service Maintenance Plan, along with all incorporated documents referenced herein shall set forth the costs and conditions agreed to between the parties in reference to the inspection, maintenance, and rehabilitation of the 100MG Ground Storage Tank Located on Utility Road by the Company as outlined below and in Schedule A.

1. **SCOPE:**
   The Owner agrees to employ the Company to maintain its water storage tanks in accordance with this Full Service Maintenance Plan. This Agreement binds the Company with the responsibility for the care and maintenance of the water storage tanks as outlined below. **Schedule A** details the costs of the Plan. Care and maintenance shall include the following:

   a. **Inspection:** The Company will annually inspect and service the tanks beginning in the year of 2022 as per the schedule with visual inspections and cleanout inspections. If any significant repair or touch up is observed we will schedule a time for the owner to drain the tank to make necessary repairs.

   b. **Drainage:** When a cleanout/inspection is done, the tanks will be completely drained and cleaned to remove and properly dispose of all sediment and other accumulations that might be harmful to the tank or its contents (not including staining). This cleaning will use high-pressure equipment. Any necessary touch up will be done at time of cleaning to extend coating life.

   c. **Disinfection:** After cleaning is completed, the interior will be inspected and disinfected by the Company prior to returning to service. Sampling and testing will be the responsibility of the Owner.

   d. **Painting:** The Company will clean and repaint the interior and/or exterior of the tanks at such time as painting is needed, but at a minimum in accordance with the schedule mutually agreed upon by the Owner and the Company, unless otherwise requested and extended by the Owner in writing. The need for interior painting will be determined by the thickness of the existing liner and its protective condition. The need for exterior painting will be determined by the appearance and protective condition of the existing paint. When painting is needed, all products and procedures will be equal to, or exceed the requirements of the state, the American Water Works Association, and the Steel Structures Painting Council as to surface preparation, coating materials, and disinfections. A lock, provided by the Owner will be installed on the roof hatch of the tanks to prevent any unauthorized entry to the water tanks. The keys to the tank will be retained by the Owner.

e. **Emergency:** The Company will provide emergency services, when needed, to perform all repairs covered under this contract. Reasonable travel time must be allowed for the repair unit to reach the tank site. The Company will furnish temporary use of relief valves, if needed, to install in the water system so the Owner can pump direct to maintain water pressure while the tank is being serviced. The owner has the option to purchase relief valves for long-term use.

f. **Exclusions:** This plan does NOT provide for the cost for and/or liability on the part of the Company for: (1) containment of the tanks at any time during the term of the Agreement; (2) disposal of any hazardous waste materials; (3) resolution of operational problems or structural damage due to cold weather, acts of terrorism or other "Acts of God"; (4) repair of structural damage due to antenna installations or other attachments for which the tank was not originally designed; (5) riser pipes that are smaller than 36 inches in diameter; (6) insulation, frost jackets, and fill lines; (7) negligent or intentional acts of Owner's employees, invitees, agents, or contractors or subcontractor or any person or entity under Owner's control; (8) resolution of operational problems or repair of structural damage or site damage caused by physical conditions below the surface of the ground; (9) damages, whether foreseen or unforeseen, caused by the Owner's use of pressure relief valves and site conditions; (10) repairs to the foundation of the tank; (11) payment of prevailing wages at any time throughout the duration of this agreement; (12) negligent acts of Owner's employees, agents or contractors in the operation of the water system.

Exterior Renovation

- Contractor will pressure wash the complete exterior (100%) in accordance with SSPC SP No. 12.
- Contractor will SSPC SP No. 2 / 3 Hand tool clean / Power tool clean all rusted areas.
- Contractor will apply one (1) spot coat of epoxy to the rusted and abraded areas. Coatings shall be applied to manufacturer's recommended film thickness (2.0 - 4.0 mils DFT).
- Contractor will apply one (1) finish coat of polyurethane to the complete exterior (100%) shall be applied to the manufacturer's recommendations (2.0 - 3.0 mils DFT).

Interior Wet Renovation

- Contractor will abrasive blast clean the complete interior (100%) to an SSPC - SP No. 10 "Near White Metal". After abrasive blast cleaning, all surfaces shall be cleaned of any dust residue or foreign debris.
- Contractor will apply one (1) prime coat of NSF-61 approved zinc rich primer to the complete interior (100%) shall be applied to manufacturer's recommended film thickness (2.5 - 3.5 mils DFT).
- Contractor will apply one (1) additional coat of NSF-61 approved epoxy to be applied by brush and roller to all edges, weld seams and sharp angles.
- Contractor will apply one (1) intermediate coat of NSF-61 approved epoxy to the complete interior (100%) shall be applied to the manufacturer's recommendations (4.0 - 6.0 mils DFT).
- Contractor will apply one (1) finish coat of NSF-61 approved epoxy to the complete interior (100%) shall be applied to the manufacturer's recommendations (4.0 - 6.0 mils DFT).

Ladders

- Contractor agrees to install new OSHA compliant ladder on the interior wet area of the water tank from the roof to the bottom of the bowl.

Replace Vent Screen with 24 Mesh per TCEQ

Extra Surface Preparation

Visual Inspection

- Contractor will do a complete inspection along with photos of the complete interior and exterior of the water tower.
- Contractor will work up a report of the findings during the Inspection of the city's water tower and send a detailed report that will include current condition, and future recommendations as applicable. Inspection to cover, Coatings, Sanitary, Security, Safety and Structural conditions.

Cleanout

- Contractor will furnish tools, labor, and materials as well as necessary insurance to perform the work in a good and workmanlike manner.
- Contractor will furnish a pressure relief valve/blow-off valve for use by the city if needed atno charge.
- Contractor will wash out heavy sediment once the tank is emptied by the owner.
- Contractor will power wash the bottom 6' of the interior wet area of the tank after heavy sediment has been removed from the tank. Some staining may remain.
- Contract is based on up to one half-day of crew onsite. Projects over one-half day will be charged at $575/hour. Additional days required will be charged at $2500/day.
- Should any emergency repair or renovation be necessary, cost and details to be submitted. No extra work will be done without the owner's authorization.
- Contractor will do a complete inspection along with photos of the complete interiorand exterior of the water tank.
- Contractor will work up a report of the findings during the inspection of the city's water tank and send a detailed report that will include current condition and future recommendations as applicable. Inspection to cover coatings, sanitary, security, safety and structural conditions.

Interior Wet Disinfection Method

- Contractor will disinfect the interior of the tank as per AWWA Standard C652-02, Chlorine Method #3 prior to the owner filling the tank.
- Water samples and testing is the responsibility of the owner.

Schedule A: Cost Schedule

SANGER, TX - CITY OF GST/STP/PT 95		
Year	**Service**	**Annual Spend**
Year: 1	Paint - Exterior Paint - Interior Wet Steelwork Repairs	$80,900.00
Year: 2	Visual Inspection	$6,000.00
Year: 3	Clean Out / ROV	$6,240.00
Year: 4	Visual Inspection	$6,490.00
Year: 5	Clean Out / ROV	$6,749.00
Year: 6	Visual Inspection	$7,019.00
Year: 7	Clean Out / ROV	$7,300.00
Year: 8	Visual Inspection	$7,592.00
Year: 9	Clean Out / ROV	$7,896.00
Year: 10	Visual Inspection	$8,211.00

Agreement with Maguire Services for Maintenance of the 100MG Ground Storage Tank Located on Utility Road

THIS AGREEMENT ("Agreement") is entered into this ___ day of _____,20___ by and between **Maguire Iron, Inc of Sioux Falls South Dakota** ("MAGUIRE") and the **City of Sanger**, a municipal corporation of the State of Texas ("SANGER"). For convenience, Maguire and Sanger may sometimes be referred to herein collectively as "parties" and individually as a "party."

WITNESSETH

WHEREAS, SANGER is in need of goods and services for the care and maintenance of its **100MG Ground Storage Tank Located on Utility Road**; and

WHEREAS, SANGER desires to engage MAGUIRE to provide goods and services as more fully described in the Full Service Maintenance Plan and Exhibit "A" attached hereto and incorporated herein by reference; and

WHEREAS, MAGUIRE agrees to provide such goods and services for SANGER in accordance with the terms of this Agreement;

NOW, THEREFORE, for the mutual promises set forth herein, and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto mutually agree as follows:

1. **Employment of MAGUIRE.**

   a. SANGER agrees to engage MAGUIRE and MAGUIRE hereby agrees to provide the goods and perform the services described in the Full Service Maintenance Plan and Exhibit "A" attached hereto and incorporated herein by reference.

   b. Notwithstanding anything to the contrary contained in this Agreement, SANGER and MAGUIRE agree and acknowledge that SANGER is entering into this Agreement in reliance on MAGUIRE's special and unique abilities. MAGUIRE accepts the relationship of trust and confidence established between it and SANGER by this Agreement.

   c. MAGUIRE acknowledges that MAGUIRE shall be solely responsible for determining the methods for performing the services described in Exhibit "A" attached hereto. MAGUIRE covenants with SANGER to use its best efforts, skill, judgment, and abilities to perform the work required by this Agreement and to further the interests of SANGER in accordance with SANGER's requirements, in compliance with applicable national, federal, state, municipal, laws, regulations, codes, ordinances, orders and with those of any other body having jurisdiction.

   d. MAGUIRE warrants, represents, covenants, and agrees that all of the work to be performed by MAGUIRE under or pursuant to this Agreement shall be done (i) with the

Maguire skill and care ordinarily provided by professionals in this field, as the case may be, practicing under the same or similar circumstances and applicable licenses; and (ii) as expeditiously as is prudent considering the ordinary Maguire skill and care of a as a professional in this field, as the case may be. MAGUIRE will be responsible for supplying all tools and equipment necessary for MAGUIRE to provide the goods and services as set forth in Exhibit "A" attached hereto.

2. **Compensation.** The cost of the program is detailed in the attached Schedule A. Each year thereafter, the annual fee will be adjusted to reflect the current cost of service. The adjustments will be limited to a five percent annual increase. Annual payments are due are due by Sanger the first business day of selected payment period. Net 30 days from acceptance and invoicing, plus applicable sales, use, excise, transfer or similar taxes required by law. A service charge of 1.5% per month (18% per annum) will be charged on past due accounts.

3. **Changes/Tank Modifications.** SANGER may, from time to time require changes in the scope of services of MAGUIRE to be performed hereunder. Such changes, which are mutually agreed upon by and between SANGER and MAGUIRE, shall be incorporated in written amendment to this Agreement. In regards to any Tank Modifications the MAQUIRE's fees are based upon the existing structure and components of the tanks. ***Any modifications to the tanks, including but not limited to antenna installations, shall be approved by the City, prior to installation or modification and may result in an increase to the annual fee.***

4. **Services and Materials to be Furnished by SANGER.** SANGER shall furnish MAGUIRE with all available information and data MAGUIRE requests pertinent to the execution of this Agreement. SANGER shall cooperate with MAGUIRE in carrying out the work herein and shall provide adequate staff for liaison with MAGUIRE.

5. **Visual Inspection Disclaimer.** This Contract is based upon a visual inspection of the Tank. The Owner and the Company hereby acknowledge and agree that a visual inspection is intended to assess the condition of the Tank for all patent defects. If latent defects are identified once the tank has been drained for repairs, the Owner agrees and acknowledges that the Company shall not be responsible to repair the latent defects unless the Owner and the Company renegotiate the annual fees. The definition of a "latent defect" shall be any defect of the Tank which is not easily discovered (e.g., corrosion of the floor plates, damage to the roof of the tank which is not clearly visible during the visual inspection, etc.).

City of Sanger

By: 10-31-2022
Jim Bolz -Director of Public Works

By: _____
John Noblett - City Manger

Maguire Iron, Inc.

By: 10/28/2022
Jamie Mays

Please sign and date

6. **Ownership of Documents.** All reports, plans, specifications, computer files and other documents prepared by MAGUIRE for which MAGUIRE has been compensated pursuant to this Agreement shall be the property of SANGER. MAGUIRE will deliver to SANGER copies of the prepared documents and materials. MAGUIRE shall make all documents and related data and material utilized in developing the documents available to SANGER for inspection whenever requested. MAGUIRE may make copies of any and all such documents and items and retain same for its files. MAGUIRE shall have no liability for changes made to or use of the drawings, specifications, and other documents by anyone other than MAGUIRE subsequent to delivery of the prepared documents and materials. However, any such change or other use shall be sealed by the individual making the change or use and shall be appropriately marked to reflect what was changed or modified.

7. **Term and Termination of Agreement.** This agreement shall be for one year and shall automatically renew annually on the contract execution date or the Owner's budget year defined as: October 1 through: September 30. The Owner shall have the right to continue this contract for an additional nine (9) one (1) year options providing the annual fee is paid in accordance with the terms of payment. This agreement is subject to termination by the Owner upon written notice of intent to terminate which must be received by the Company ninety (90) days prior to the effective date of termination. Notice of Termination is to be delivered by certified mail to **Maguire Iron Inc.** and signed by the Mayor, City Manager or authorized agent. The owner will be responsible to the Company for the cost (at current market rates) of any work that has been performed prior to termination. Any disputes arising out of such termination are subject to the remedies section hereinafter set out.

8. **Notice.** All Notices shall be sent to the following addresses:

Maguire Iron, Inc.	City of Sanger – City Manager
P.O. Box 1446	502 Elm St. P.O. Box 1729
Sioux Falls, SD 57101	Sanger, TX 76266

9. **Completeness of Contract.** This Agreement and the documents incorporated herein by specific reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this contract or any part thereof shall have any validity or bind any of the parties hereto. If there is any conflict between the terms of this Agreement and the documents attached hereto, the terms of this Agreement shall control. This Agreement may not be subsequently modified except by a writing signed by both parties.

10. **SANGER Not Obligated to Third Parties.** SANGER shall not be obligated or liable hereunder to any party other than MAGUIRE.

11. **Indemnification. MAGUIRE DOES HEREBY COVENANT AND CONTRACT TO WAIVE ANY AND ALL CLAIMS, RELEASE, INDEMNIFY, AND HOLD HARMLESS SANGER, ITS SANGER COUNCIL, OFFICERS, EMPLOYEES, AND AGENTS, FROM AND AGAINST ALL LIABILITY, CAUSES OF ACTION, CLAIMS, COSTS, DAMAGES, DEMANDS, EXPENSES, FINES, JUDGMENTS, LOSSES,**

PENALTIES OR SUITS, WHICH MAY ARISE BY REASON OF DEATH OR INJURY TO PERSONS OR PROPERTY, CAUSED BY OR RESULTING FROM THE NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBMAGUIRE OR SUPPLIER COMMITTED BY MAGUIRE, ITS AGENTS, OR CONSULTANTS UNDER CONTRACT, OR ANY OTHER ENTITY OVER WHICH MAGUIRE EXERCISES CONTROL, SUBJECT TO THE LIMITATIONS IN TEXAS LOCAL GOVERNMENT CODE § 271.904 AND TEXAS CIVIL PRACTICE AND REMEDIES CODE, § 130.002 (b) AND MAGUIRE WILL, AT ITS OWN COST AND EXPENSE, DEFEND AND PROTECT SANGER AGAINST ANY AND ALL SUCH CLAIMS AND DEMANDS.

THE INDEMNIFICATION UNDER THIS SECTION SHALL INCLUDE REASONABLE ATTORNEYS' FEES AND COSTS, COURT COSTS, AND SETTLEMENT COSTS IN PROPORTION TO MAGUIRE'S LIABILITY.

MAGUIRE'S OBLIGATIONS UNDER THIS SECTION SHALL NOT BE LIMITED TO THE LIMITS OF COVERAGE OF INSURANCE MAINTAINED OR REQUIRED TO BE MAINTAINED BY MAGUIRE UNDER THIS AGREEMENT. THIS SECTION (INDEMNIFICATION) SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

12. **Insurance**. MAGUIRE shall, at its own expense, purchase, maintain and keep in force throughout the duration of this Agreement and for a period of four (4) years thereafter the following minimum insurance:

    A. Commercial general liability insurance, including personal injury liability, blanket contractual liability, and broad form property damage liability in an amount of not less than $1,000,000.
    B. Automobile bodily injury and property damage liability insurance with a limit of not less than $1,000,000.
    C. Statutory workers' compensation and employers' liability insurance as required by state law. Maguire agrees to waive all subrogation claims.
    D. Liability insurance (Errors and Omissions) with a limit of $1,000,000 per claim/annual aggregate.

    MAGUIRE shall provide SANGER with proof of insurance required hereunder prior to commencing work for SANGER and SANGER shall be named as an additional insured on the policy. MAGUIRE shall provide SANGER with written notice of any coverage limit change on the insurance. Such policies shall name SANGER, its officers, and employees as an additional insured and shall provide for a waiver of subrogation against SANGER. MAGUIRE shall insure that all subcontractors comply with the same insurance requirements.

13. **Client Objection to Personnel**. If at any time after entering into this Agreement, SANGER has any reasonable objection to any of MAGUIRE's personnel, or any personnel, Maguires and/or consultants retained by MAGUIRE, MAGUIRE shall promptly propose substitutes to whom SANGER has no reasonable objection, and MAGUIRE's compensation shall be equitably adjusted to reflect any difference in MAGUIRE's costs occasioned by such

substitution.

14. **Timeliness of Performance**. MAGUIRE shall perform its Maguire services with due and reasonable diligence consistent with sound practices.

15. **Personnel.** All of the services required hereunder will be performed by MAGUIRE or under MAGUIRE's supervision, and all personnel engaged in the work shall be qualified to perform such services.

16. **Independent Contractor.** In performing the services under this Agreement, MAGUIRE is acting as an independent contractor. No term or provision hereof be construed as making MAGUIRE the agent, servant, or employee of SANGER or as creating a partnership or joint venture relationship between MAGUIRE and SANGER.

17. **Assignability.** The parties hereby agree that MAGUIRE may not assign, convey or transfer its interest, rights and duties in this Agreement without the prior written consent of SANGER.

18. **Successors and Assigns.** Subject to the provisions regarding assignment, this Agreement shall be binding on and inure to the benefit of the Parties to it and their respective heirs, executors, administrators, legal representatives, successors and assigns.

19. **Governing Law/Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. Venue for any action brought to interpret or enforce the terms of this Agreement shall lie in Denton County, Texas.

20. **No Third-Party Beneficiary**. For purposes of this Agreement, including its intended operation and effect, the parties specifically agree and contract that: (1) this Agreement only affects matters/disputes between the parties to this Agreement, and is in no way intended by the parties to benefit or otherwise affect any third person or entity, notwithstanding the fact that such third person or entities may be in a contractual relationship with SANGER and MAGUIRE, or both; and (2) the terms of this Agreement are not intended to release, either by contract or operation of law, any third person or entity from obligations they owe to either SANGER or MAGUIRE.

21. **Exhibits.** The Full Service Maintenance Plan and Exhibit A attached hereto as exhibit are incorporated herein and made a part hereof for all purposes.

22. **HB 89 and SB 252 Certifications.** If this Agreement provides for payment to Maguire of over $100,000, MAGUIRE hereby certifies that Maguire does not and will not boycott Israel during the term of this Agreement in accordance with Chapter 2270, Texas Government Code. Additionally, MAGUIRE hereby certifies that the MAGUIRE is not included on the website of the Texas Comptroller for entities doing business with foreign terrorist organizations pursuant to Chapter 2252, Texas Government Code.

23. **Conflicts of Interest**. By signature of this Agreement, MAGUIRE warrants to SANGER that it has made full disclosure in writing of any existing conflicts of interest or potential conflicts

of interest, including business or personal financial interests, direct or indirect, in property abutting the proposed project and business relations with abutting property owners, or with elected officials or employees of SANGER. MAGUIRE further warrants that it will make disclosure in writing of any conflicts of interest that develop subsequent to the signing of this Agreement and prior to final payment under the Agreement. MAGUIRE warrants that it has submitted to SANGER a completed Conflicts of Interest Questionnaire as required by Chapter 176 of the Texas Local Government Code.

24. **Government Code Chapter 2274 Certification** If this Agreement provides for payment to Maguire of over $100,000 and if Maguire employs ten or more people full-time, then Maguire, by signing below, certifies that:

    1. Maguire does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, and
    2. Maguire will not discriminate during the term of this Agreement against a firearm entity or firearm trade association as those terms are defined in Texas Government Code, Chapter 2274.

25. **Authority to Sign.** The parties hereby warrant and represent that the undersigned persons have full authority and are duly authorized to sign on behalf of their respective principals and that such principals have duly authorized the transaction contemplated by this Agreement.

26. **Counterparts.** This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of any number of copies hereof each signed by less than all, but together signed by all of the parties hereto.

IN WITNESS WHEREOF, SANGER and the MAGUIRE have executed this Agreement as of the date first written above.

SANGER OF SANGER, TEXAS

By: _____
Print Name:_____
Title:_____

MAGUIRE IRON, INC.

By: _____
Print Name: Jamie Hays 10/28/2022
Title: Director of Sales

Approved as to Form

_____
Hugh Coleman
City Attorney
City of Sanger

Attest:

_____
By: City Secretary

CITY COUNCIL COMMUNICATION

DATE: November 7, 2022

FROM: Ramie Hammonds, Development Services Director

AGENDA ITEM: Consideration and possible action on a Final Plat of lots 1 and 2, of Union Hill Road Addition, being 13.143 acres, located in the City of Sanger's ETJ, and generally located on the north east corner of FM 455 and Union Hill Road.

SUMMARY:

- The applicant is proposing to create 2 single family lots. One lot of 9.970 acres and one lot of 2.0 acres, from 1 previously unplatted tract.
- Lot 1 has been zoned R-2 and Lot 2 will remain Agricultural.
- Lot 1 has 134 feet of frontage and Lot 2 has 827 feet of frontage.
- The applicant is dedicating 1.173 acres of right-of-way for Union Hill Road.
- This site meets the Lake Ray Roberts zoning requirements and was approved by the Lake Ray Roberts Zoning Board and Commissioners Court.
- The property is located in the City of Sanger's ETJ.
- The Planning and Zoning Commission recommended APPROVAL on October 10, 2022.

FISCAL INFORMATION:

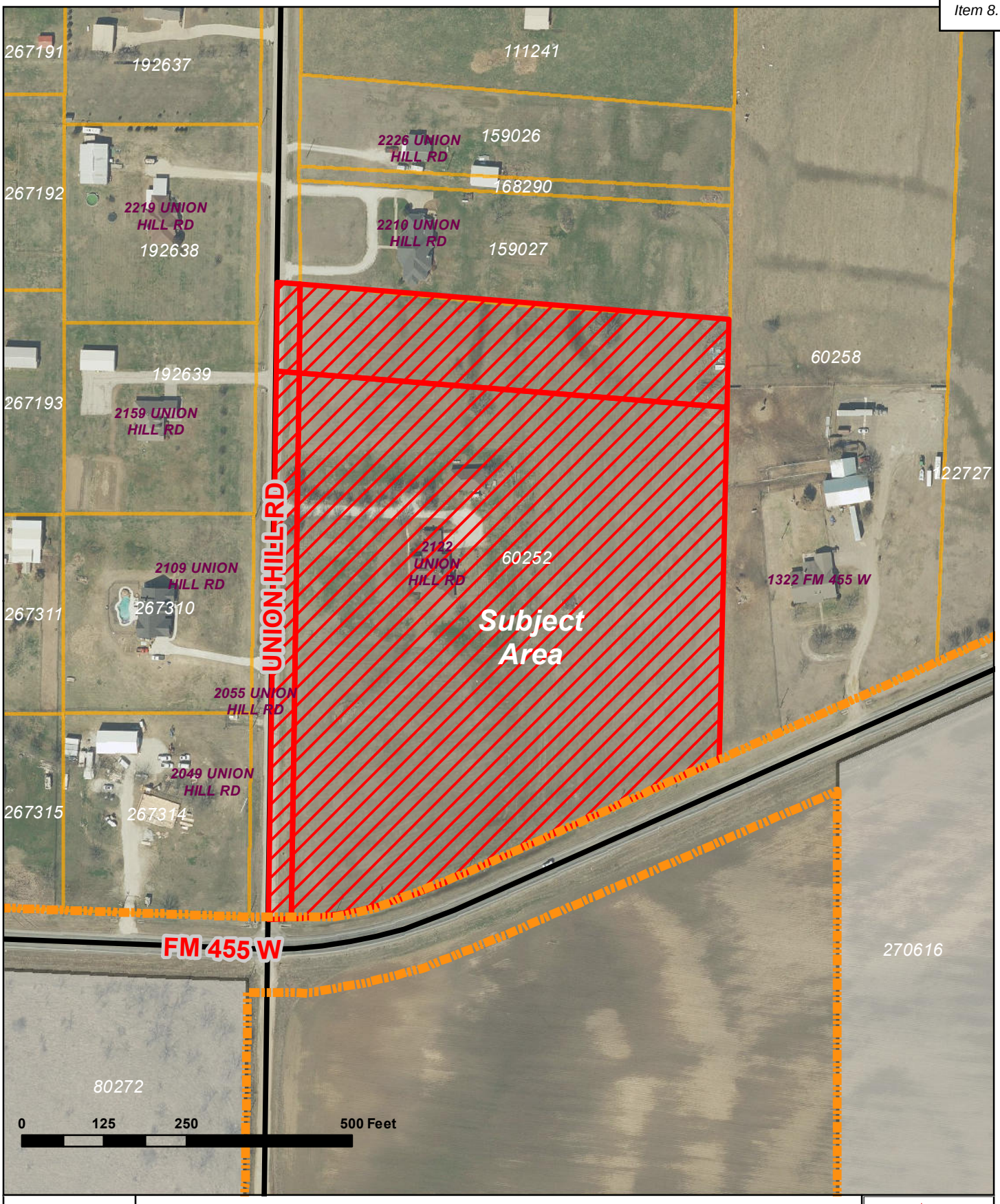
Budgeted: N/A Amount: N/A GL Account: N/A

RECOMMENDED MOTION OR ACTION:

Staff recommends APPROVAL.

ATTACHMENTS:

Location Map
Final Plat
Application
Letter of Intent



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SANGER TEXAS

Project Name: Union Hill Rd Addn
Minor Plat
Project: 22SANZON-0053

City Limits Exhibits

DISCLAIMER:
This map was generated by GIS data provided by the Sanger GIS Department. The City of Sanger does not guarantee the correctness or accuracy of any features on this map. These map products are for illustration purposes only and are not suitable for site-specific decision making. GIS data is subject to constant changes, and may not be complete, accurate or current.
Date: 9/17/2022 5:23:50 PM
Doc Name: 22SANZON-0053_2122 Union Hill Road

STATE OF TEXAS
COUNTY OF DENTON

I, RON ALLEN, OWNER OF THE LAND SHOWN ON THIS PLAT WITHIN THE ARE DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

WHEREAS RON ALLEN IS THE OWNER OF ALL THAT CERTAIN TRACT OR PARCEL OF LAND SITUATED IN THE R. BEEBE SURVEY, ABSTRACT NUMBER 29 DENTON COUNTY, TEXAS, AND BEING A PART OF A CALLED 25.324 ACRE TRACT OF LAND DESCRIBED IN THE DEED TO RON ALLEN AS RECORDED IN DOCUMENT NUMBER 1993-56703 OF THE REAL PROPERTY RECORDS OF DENTON COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF THE TRACT BEING DESCRIBED HEREIN, AT A 2-INCH OPEN ENDED PIPE FOUND FOR CORNER AT THE SOUTHEAST CORNER OF SAID 25.324 ACRE TRACT AND THE SOUTHWEST CORNER OF A CALLED 10.365 ACRE TRACT OF LAND DESCRIBED IN THE TO J. YOUNG LAND & CATTLE LTD AS RECORDED IN DOCUMENT NUMBER 2013-1410 OF SAID REAL PROPERTY RECORDS AND IN THE NORTH RIGHT OF WAY LINE OF FARM TO MARKET 455;

THENCE SOUTH 65 DEGREES 55 MINUTES 48 SECONDS WEST WITH THE SOUTH LINE OF SAID 25.324 ACRE TRACT AND THE NORTH LINE OF SAID FARM TO MARKET 455 A DISTANCE OF 449.02 FEET TO A CAPPED IRON ROD SET FOR CORNER AT THE BEGINNING OF A CURVE TO THE RIGHT;

THENCE WITH SAID CURVE TO THE RIGHT WITH AN ARC LENGTH OF 281.25 FEET, A RADIUS OF 671.16 FEET, AND WHOSE CHORD BEARS SOUTH 77 DEGREES 56 MINUTES 06 SECONDS WEST, WITH A CHORD LENGTH OF 279.19 FEET TO A PK NAIL SET FOR CORNER IN THE CENTER OF AN ASPHALT SURFACE ROAD UNDER APPARENT PUBLIC USE POSTED AS UNION HILL ROAD AT THE SOUTHEAST CORNER OF FALLMEADOW PHASE III, AN ADDITION TO DENTON COUNTY AS RECORDED IN CABINET V, SLIDE 577 OF THE PLAT RECORDS OF DENTON COUNTY, TEXAS;

THENCE NORTH 00 DEGREES 48 MINUTES 00 SECONDS EAST WITH THE WEST LINE OF SAID 25.324 ACRE TRACT AND THE EAST LINE OF SAID FALLMEADOW PHASE III, ALONG SAID UNION HILL ROAD, A DISTANCE OF 965.20 FEET TO A PK NAIL SET FOR CORNER AT THE SOUTHWEST CORNER OF A CALLED 2.500 ACRE TRACT OF LAND DESCRIBED IN THE DEED TO PHILLIP G. AD SHIRLEY STRATTON AS RECORDED IN DOCUMENT NUMBER 2001-31045 OF SAID REAL PROPERTY RECORDS;

THENCE SOUTH 85 DEGREES 22 MINUTES 06 SECONDS EAST WITH THE SOUTH LINE OF SAID 2.500 ACRE TRACT A DISTANCE OF 685.85 FEET TO A CAPPED IRON ROD SET FOR CORNER;

THENCE SOUTH 01 DEGREES 12 MINUTES 30 SECONDS WEST WITH THE EAST LINE OF SAID 12.412 ACRE TRACT AND THE WEST LINE OF SAID 10.365 ACRE TRACT, ALONG OR NEAR A FENCE A DISTANCE OF 668.38 FEET TO THE PLACE OF BEGINNING AND CONTAINING 13.143 ACRES OF LAND, MORE OR LESS.

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT RON ALLEN, ACTING HEREIN BY AND THROUGH ITS DULY AUTHORIZED OFFICER, DOES HEREBY ADOPT THIS PLAY DESIGNATING THE HEREINABOVE DESCRIBED PROPERTY AS UNION HILL ROAD ADDITION, AN ADDITION TO THE CITY OF SANGER, TEXAS, AND DOES HEREBY DEDICATE TO THE PUBLIC USE FOREVER BY FEE SIMPLE TITLE, FREE AND CLEAR OF ALL LIENS AND ENCUMBRANCES, ALL STREETS, THOROUGHFARES, ALLEYS, FIRE LANES, DRIVE AISLES, PARKS, AND WATERCOURSES, AND TO THE PUBLIC USE FOREVER EASEMENTS FOR SIDEWALKS, STORM DRAINAGE FACILITIES, UTILITIES AND ANY OTHER PROPERTY NECESSARY TO SERVE THE PLAT AND TO IMPLEMENT THE REQUIREMENTS OF THE SUBDIVISION REGULATIONS AND OTHER CITY CODES AND DO HEREBY BIND OURSELVES, OUR HEIRS, SUCCESSORS AND ASSIGNS TO WARRANT AND TO FOREVER DEFEND THE TITLE ON THE LAND SO DEDICATED. FURTHER, THE UNDERSIGNED COVENANTS AND AGREES THAT HE/SHE SHALL MAINTAIN ALL EASEMENTS AND FACILITIES IN A STATE OF GOOD REPAIR AND FUNCTIONAL CONDITION AT ALL TIMES IN ACCORDANCE WITH CITY CODES AND REGULATIONS. NO BUILDINGS, FENCES, TREES, SHRUBS, OR OTHER IMPROVEMENTS OR GROWTHS SHALL BE CONSTRUCTED OR PLACED UPON, OVER, OR ACROSS THE EASEMENTS AS SHOWN, EXCEPT THAT LANDSCAPE IMPROVEMENTS MAY BE INSTALLED, IF APPROVED BY THE CITY OF SANGER. THE CITY OF SANGER AND PUBLIC UTILITY ENTITIES SHALL HAVE THE RIGHT TO ACCESS AND MAINTAIN ALL RESPECTIVE EASEMENTS WITHOUT THE NECESSITY AT ANY TIME OF PROCURING PERMISSION FROM ANYONE.

RON ALLEN DATE

STATE OF TEXAS
COUNTY OF _____

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED RON ALLEN, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE/SHE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS ___ DAY OF _____, 2022.

NOTARY PUBLIC, TEXAS

I, J.E. THOMPSON II, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT WAS PREPARED FROM AN ACTUAL SURVEY ON THE GROUND AND THAT ALL CORNERS ARE SET WITH 1/2" CAPPED IRON RODS OR FOUND AS INDICATED.

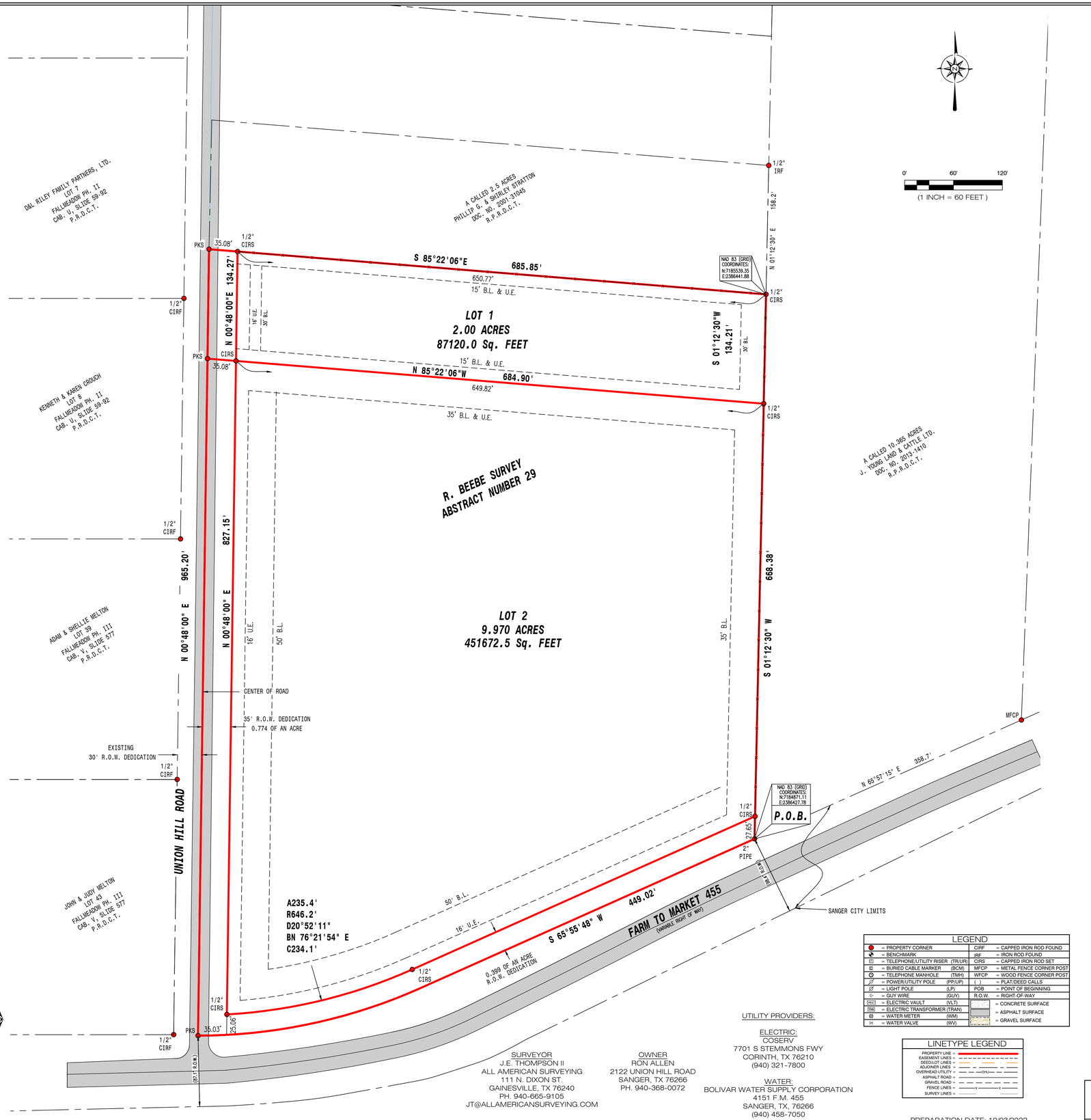
J.E. THOMPSON II R.P.L.S.
TEXAS REGISTRATION NO. 4857

STATE OF TEXAS
COUNTY OF DENTON

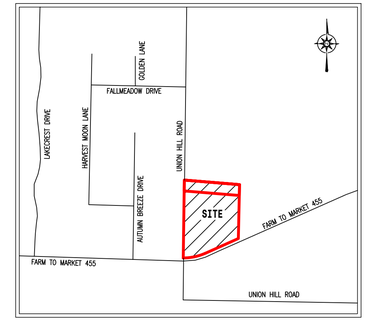
BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED J.E. THOMPSON II, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE/SHE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS ___ DAY OF _____, 2020.

NOTARY PUBLIC, TEXAS



0' 60' 120'
(1 INCH = 60 FEET)



VICINITY MAP
(NOT TO SCALE)

GENERAL NOTES:

1. **FLOOD STATEMENT:** I HAVE EXAMINED THE F.E.M.A. FLOOD INSURANCE RATE MAP FOR OF DENTON COUNTY, TEXAS, COMMUNITY NUMBER 48121, EFFECTIVE DATE 4-18-2011 AND THAT MAP INDICATES THAT THIS PROPERTY IS WITHIN "NON-SHADED ZONE X" DEFINED AS "AREAS DETERMINED TO BE OUTSIDE 0.2% ANNUAL CHANCE FLOODPLAIN", A PORTION OF THIS PROPERTY IS IN "SHADED ZONE X" DEFINED AS " AREAS OF 0.2% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 1% ANNUAL CHANCE FLOOD, AND A PORTION OF THIS PROPERTY IS IN "ZONE AE" DEFINED AS " SPECIAL FLOOD HAZARD AREAS SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD WITH A BASE ELEVATION DETERMINED" AS SHOWN IN PANEL 0245 G OF SAID MAP. THIS FLOOD STATEMENT DOES NOT IMPLY THAT THE PROPERTY AND/OR STRUCTURES THEREON WILL BE FREE FROM FLOODING OR FLOOD DAMAGE, ON RARE OCCASIONS, GREATER FLOODS CAN AND WILL OCCUR AND FLOOD HEIGHTS MAY BE INCREASED BY MAN-MADE OR NATURAL CAUSES. THIS FLOOD STATEMENT SHALL NOT CREATE LIABILITY ON THE PART OF THE SURVEYOR.
2. WATER SERVICE TO BE SUPPLIED BY BOLIVAR WATER SUPPLY CORPORATION, 4151 F.M. 455, SANGER, TX, 76266; CONTACT (940) 548-3931.
3. ELECTRIC SERVICE TO BE PROVIDED BY COSERV, 701 S STEMMONS FWY, CORINTH, TX 76210; CONTACT (940) 321-7800
4. SANITARY SEWER TO BE PROVIDED BY PRIVATE FACILITIES AS APPROVED BY THE DENTON COUNTY PUBLIC HEATH DEPARTMENT.
5. BEARINGS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM NAD 83 NORTH CENTRAL TEXAS ZONE AND G.P.S. OBSERVATIONS COORDINATES SHOWN ON GRID.
6. THIS PROPERTY IS LOCATED IN THE LAKE RAY ROBERTS PLANNING AND ZONING JURISDICTION.
7. THIS PROPERTY IS LOCATED WITHIN THE ETJ OF THE CITY OF SANGER, DENTON COUNTY, TEXAS.
8. THE PURPOSE OF THIS PLAT IS TO SUBDIVIDE 13.143 ACRES INTO TWO (2) LOTS
9. SELLING A PORTION OF THIS ADDITION BY METES AND BOUNDS IS A VIOLATION OF STATE LAW AND IS SUBJECT TO FINES AND WITHHOLDING OF UTILITIES AND BUILDING PERMITS.
10. ALL COMMON AREAS, DRAINAGE EASEMENTS, AND DETENTION FACILITIES WILL BE OWNED AND MAINTAINED BY THE HOA/POA. ANY COMMON AREA WITHIN THE CITY'S RIGHT-OF-WAY WILL REQUIRE A FACILITIES AGREEMENT, TO BE REVIEW AND APPROVED BY THE CITY
11. THIS PROPERTY MAY BE SUBJECT TO CHARGES RELATED TO IMPACT FEES AND THE APPLICANT SHOULD CONTACT THE CITY REGARDING.
12. ALL LOTS COMPLY WITH THE MINIMUM SIZE REQUIREMENTS OF THE ZONING DISTRICT.
13. THIS PLAT DOES NOT ALTER OR REMOVE EXISTING DEED RESTRICTIONS, IF ANY, ON THIS PROPERTY.
14. THE PURPOSE OF THIS PLAT IS TO CREATE ONE RESIDENTIAL LOT.

APPROVED BY THE PLANNING & ZONING COMMISSION OF THE CITY OF SANGER, TEXAS

ON THIS THE _____ DAY OF _____, 20_____

CHAIRPERSON, PLANNING & ZONING COMMISSION

CITY SECRETARY

APPROVED AND ACCEPTED

MAYOR, CITY OF SANGER DATE

ATTESTED BY:

CITY SECRETARY, CITY OF SANGER DATE

LEGEND			
●	= PROPERTY CORNER	CIRF	= CAPPED IRON ROD FOUND
◆	= BENCHMARK	IRF	= IRON ROD FOUND
☎	= TELEPHONE/UTILITY RISER (TR/UR)	CIRS	= CAPPED IRON ROD SET
⊠	= BURIED CABLE MARKER (BCM)	MFCP	= METAL FENCE CORNER POST
Ⓣ	= TELEPHONE MANHOLE (TMH)	WFCP	= WOOD FENCE CORNER POST
⌀	= POWER/UTILITY POLE (PP/UP)	( )	= PLAT/DEED CALLS
☼	= LIGHT POLE (LP)	POB	= POINT OF BEGINNING
G<	= GUY WIRE (GUY)	R.O.W.	= RIGHT-OF-WAY
VAULT	= ELECTRIC VAULT (VLT)		= CONCRETE SURFACE
TRANS	= ELECTRIC TRANSFORMER (TRAN)		= ASPHALT SURFACE
Ⓦ	= WATER METER (WM)		= GRAVEL SURFACE
⋈	= WATER VALVE (WV)		

LINETYPE LEGEND	
PROPERTY LINE =	———
EASEMENT LINES =	– – – – –
DEED/LOT LINES =	— — — —
ADJOINER LINES =	— — — —
OVERHEAD UTILITY =	— — OHU — —
ASPHALT ROAD =	
GRAVEL ROAD =	— — — —
FENCE LINES =	——x——x——
SURVEY LINES =	——— ———

UTILITY PROVIDERS:

ELECTRIC:
COSERV
7701 S STEMMONS FWY
CORINTH, TX 76210
(940) 321-7800

WATER:
BOLIVAR WATER SUPPLY CORPORATION
4151 F.M. 455
SANGER, TX, 76266
(940) 458-7050

SURVEYOR
J.E. THOMPSON II
ALL AMERICAN SURVEYING
111 N. DIXON ST.
GAINESVILLE, TX 76240
PH. 940-665-9105
JT@ALLAMERICANSURVEYING.COM

OWNER
RON ALLEN
2122 UNION HILL ROAD
SANGER, TX 76266
PH. 940-368-0072

PREPARATION DATE: 10/03/2022

FINAL PLAT
UNION HILL ROAD ADDITION
LOT 1 (9.970 ACRES) **&**
LOT 2 (2.00 ACRES)
(1.173 ACRES RIGHT OF WAY DEDICATION)
BEING 13.143 ACRES
IN THE R. BEEBE SURVEY,
ABSTRACT NO. 29
ETJ CITY OF SANGER
DENTON COUNTY, TEXAS

ALL AMERICAN SURVEYING
111 N. DIXON ST.
GAINESVILLE, TX 76240
PH. 940-665-9105
TBPLS FIRM NO. 10048000

DRAWN BY:	DATE:	JOB NO.	SCALE:	PAGE:
T.E.P.	10/19/2022	22015	1" = 60'	1 OF 1

EST · 1886

SANGER
DEVELOPMENT SERVICES

201 Bolivar Street/PO Box 1729 * Sanger, TX 76266
940-458-2059(office) 940-458-4072(fax) www.sangertexas.org

SUBDIVISION APPLICATION

☐ Preliminary Plat ☑ Minor Plat	☐ Final Plat/Replat Amended Plat	☐ Vacating Plat Conveyance Plat

Applicant	Owner (if different from applicant)
Name: RON ALLEN	Name:
Company:	Company:
Address: 2122 UNION HILL RD	Address
City, State, Zip: SANGER, TX 76266	City, State, Zip:
Phone 940 368 0072	Phone:
Fax: —	Fax:
Email: —	Email:

Submittal Checklist

☐	Pre-Application Conference (Date:____/____/_____)
☐	One (1) Paper Copy of Plat (24"x36", folded to 1/4 size)
☐	Letter of Intent
☐	Non-Refundable Application Fee (Check Payable to City of Sanger)
☐	Application Form (Signed by Owner)
☐	Applicable Plat Checklist (Completed)
☐	Additional Required Documents/Traffic & Drainage Studies etc.
☐	One (1) PDF Copy of all Documents Provided on a CD/DVD or Emailed to development@sangertexas.org

Supporting Materials (List if provided): _____

R Number(s): _____

Owner's Signature — Date 9/8/22

Applicant's Signature — Date 9/8/22

Office Use: Reviewed by Director of Development Services__/__/_____

☐	Complete (Check #_____)
☐	Incomplete (Returned to Applicant_____/_____/_____)

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FINAL, REPLAT, MINOR, AMENDED, AND CONVEYANCE PLAT CHECKLIST

- ☑ The Plat shall be drawn to a scale of not more than two hundred feet to the inch (1" = 200').
- ☑ The boundary marked with heavy weighted lines with accurate distances and bearings, a metes and bounds description of the boundary (error of closure shall not exceed one (a) in fifty thousand (50,000) for the plat boundary), exact acreage to hundredths, and the exact location and width of all existing or recorded rights-of-way intersecting the boundary of or bordering on the tract. One (1) copy of the traverse closure sheet shall be enclosed.
- ☑ True bearings and distances to the nearest established street lines, official monuments or subdivision corner, which shall be accurately described on the plat. Municipal, township, county or abstract survey lines shall be accurately tied to the lines of the subdivision by the distances and bearings, where applicable.
- ☑ Describe and locate all permanent survey monument, pins, and control points and tie and reference the survey corners at two points to the Texas State Plane Coordinate System North Central Zone 1983-1999 datum. The Point of Beginning (POB) shall be clearly marked including State Plane Coordinates, NAD 83.
- ☑ An accurate location of at least two (2) corners of the subdivision with reference to original corners of the original survey of which the subdivision is a part or an existing permanent monument to an approved and recorded plat or permanent markers established by and approved by the City Engineer.
- ☑ Subdivision name of adjacent properties (P.R.D.C.T) or ownership information for adjacent unplatted properties (D.R.D.C.T.) with recording information.
- ☑ An accurate location of the subdivision in reference to the deed records of the county which shall include the volume and page of the deed of the property to be subdivided.
- ☑ If the property owner information does not match the Denton Central Appraisal District record, then information related to the purchase must be provided.
- ☑ The exact layout, including:
  1) Street and/or alley names
  2) The length of all arcs, radii, internal angles and points of curvature, length and bearing of the tangents
  3) All existing and proposed easements for right-of-way, public services, utilities or any other easements and any limitations of the easements
  4) Show centerline of existing streets. Dimensions from centerline to edges of existing and proposed right-of-way on both sides of the centerline.
  5) All lot number and lines, with accurate dimensions in feet and hundredths and with bearings and angles to street and alley lines to the nearest second
- ☑ The accurate location, material, and approximate size of all monuments.

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☑ The accurate outline description of all property which is offered for dedication for public use, such as parks, etc., with the purpose indicated thereon, and all property that may be reserved by deed covenant for the common use of the property owners in the subdivision.

☑ A signed and notarized copy of private restriction (if any), that are filed for record in the office of the County Clerk shall be provided with the Final Plat.

☑ Name and addresses of the owner, subdivider, engineer, and surveyor.

FINAL, REPLAT, MINOR, AMENDED, AND CONVEYANCE PLAT CHECKLIST

(cont.)

☑ North point, written and graphic scale, and date.

☑ 3"x3" recording box at the lower right hand corner.

☑ A Title Block with the following information shall be provided on each page:

1) Plat Type (ex: "Final Plat", "Preliminary Plat", etc.)
2) Name of the proposed development/addition/subdivision
3) Total number of lots and HOA/Open Space lots
4) Survey name and abstract number
5) Gross acreage
6) Right-of-Way acreage, if dedicated
7) Date of preparation and subsequent revisions

☑ Standard Notation to be added on the plat:

1) "All lots comply with the minimum size requirements of the zoning district."
2) "This property may be subject to charges related to impact fees and the applicant should contact the City regarding any applicable fees due."
3) "All common areas, drainage easements, and detention facilities will be owned and maintained by the HOA/POA. Any common area within the City's right-of-way will require a facilities agreement, to be reviewed and approved by the City."
4) "Notice – selling a portion of this addition by metes and bounds is a violation of City ordinance and State Law and is subject to fines and withholding of utilities and building permits."
5) "This plat does not alter or remove existing deed restrictions, if any, on this property."
6) "Minimum finished floor elevations are at least 2 feet above the 100 year flood plain."
7) "The subject property does not lie within a 100 – year floodplain according to Community Panel No._____, dated_____, of the National Flood Insurance Rate Maps for Denton County, Texas."
8) "The purpose of this plat is_____[state the purpose]_____"
9) "Bearings are based on the State Plane Coordinate System, Texas North Central Zone (4202), North American Datum of 1983 (NAD '83)"

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- [x] The name, address and phone number of all utilities providing service to the development is required. A signature from each provider or a will-serve letter, signifying their ability to provide service to the subdivision is required.

- [x] Location map showing existing and proposed streets and thoroughfares covering an area at least one thousand feet (1000')
outside the proposed subdivision.

- [x] One paper copy (24"x36") and one soft copy (pdf) of approved civil/construction plans, along with GIS/CAD files for all approved public improvements on a CD/DVD.

- [ ] For Conveyance Plats Only: All conveyance plats must be titled "Conveyance Plat" and carry the following text:

  "A conveyance plat is a record of property approved by the City of Sanger for the purpose of sale or conveyance in its entirety or interests thereon defined. No building permit may be issued, nor development begin, nor permanent public utility service provided until a final plat is approved, filed of record and public improvements are accepted in accordance with the City of Sanger Code of Ordinances. Selling a portion of this property by metes and bounds, except as shown on an approved, filed and accepted conveyance plat, final plat or replat is a violation of the state law."

LETTER OF INTENT
May 18, 2022

RON ALLEN
CITY OF SANGER, TEXAS
2122 UNION HILL ROAD
SANGER, TEXAS 76266

RE: UNION HILL ROAD ADDITION

CITY OF SANGER:

PLEASE FIND THIS DOCUMENT TO SEVE AS THE REQUIRED LETTER OF INTENT FOR UNION HILL ROAD ADDITION.

SUBDIVIDER: RON ALLEN

CONTACT: RON ALLEN, (940) 368-0072

DESIGNATED POINT OF CONTACT: RON ALLEN

INTENT OF APPLICATION: ZONING CHANGE AND PRELIMINARY PLAT SUBMISSION APPROVAL

UNION HILL ROAD ADDITION IS A PROPOSED SINGLE-FAMILY DEVELOPMENT LOCATED APPROXIMATELY 2.5 MILES EAST OF THE CITY OF CITY OF SANGER AT THE INTERSECTION OF FARM TO MARKET 455 AND UNION HILL ROAD. THE DEVELOPER IS PROPOSING A TWO ACRE LOT BE ZONED AS SINGLE-FAMIL AND THE REMAINING ACREAGE TO STAY IN AGRICULTRE ZONE. THIS SITE WILL HAVE UITILITIES PROVIDED BY BOLIVAR WATER SUPPLY CORP. AND COSERV ELECTRIC. ACCORDING TO FEMA, THIS PROPERTY IS DETERMINED TO BE “OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN”.

THE SITE IS CURRENTLY ZONED AS AG AND I REQUEST THE FOLLOWING:

- LOT SIZE- MINIMUM 2 ACRES

I RESPECTFULLY REQUEST THAT THE PLAT AND REZONING APPLICATION BE REVIEWED AND CONSIDERED BY THE PLANNING & ZONING COMMISION AND THE CITY OF SANGER TOWN COUNCIL.

IF YOU HAVE QUESTIONS OR CONCERNS, PLEASE CALLE ME.

THANK YOU,

RON ALLEN

CITY COUNCIL COMMUNICATION

DATE: November 7, 2022

FROM: Shani Bradshaw, Director of Economic Development and Ryan Nolting, Parks & Recreation Superintendent

AGENDA ITEM: Consideration and possible action on authorizing staff to issue a Request for Proposals (RFP# 2023-02) for the Porter Park softball field renovations.

SUMMARY:

- May 16, 2022, City Council authorized the City to engage with Parkhill for professional design services for renovations to Porter Park.
- June 29, 2022, Staff, 4B board members and a representative for the Parks board met with Parkhill to discuss the design of Porter Park.
- July 26, 2022, Parkhill presented to the 4B board the Opinion of Probable Construction Cost and a Concept Design.
- The RFP is to contract with a qualified construction firm that is capable of providing services to complete the project.

FISCAL INFORMATION:

Budgeted: YES Amount: GL Account:

RECOMMENDED MOTION OR ACTION:

Staff recommends approval.

ATTACHMENTS:

Request for Proposal
Bid Specifications

PROJECT MANUAL

CITY OF SANGER

Request for Proposal

Porter Park Softball Field Renovations

RFP # 2023-02

Sanger, Texas

October | 2022

Parkhill Project # 03815622

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10/21/2022

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10/21/2022

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CITY OF SANGER

ADVERTISEMENT FOR PROPOSALS

City of Sanger is soliciting proposals for the construction of the following project:

PORTER PARK SOFTBALL FIELD RENOVATIONS

Proposals must be delivered to City of Sanger at 502 Elm Street, Sanger, Texas 76266, no later than **12:00 PM** local time, **Tuesday, December 6, 2022**, and then publicly opened and read aloud at 2:00 p.m. in the Conference Room, located at 502 Elm Street, Sanger, Texas 76266.

Electronic (PDF) Plans, Specifications and Contract Documents are available at no cost through the office of Parkhill. Contact the office of Parkhill to secure Electronic (PDF) Plans, Specifications, and Contract Documents:

Parkhill
255 N. Center Street, Suite 200
Arlington, Texas 76011
817.649.3216
ircarrasco@parkhill.com

Questions regarding distribution of Contract Documents and design related questions for this project shall be directed to Parkhill (attention Iridian Carrasco). Email questions to Iridian Carrasco at ircarrasco@parkhill.com. All questions concerning this project shall be submitted by **5:00 PM** on **Wednesday, November 30, 2022.** Any questions submitted after this time and date will not be addressed.

This project generally consists of: Demolition, earthwork, fencing, moving home plate and bases, softball infield surfacing, foul poles, scoreboards, concrete curb at backstop, concrete sidewalk replacement, ADA striping, turfgrass and irrigation.

Bidders must submit a bidder's bond with their proposal as a guarantee that the Bidder will enter into a contract for the project with the Owner within ten (10) days of Notice of Award of the contract. The security must be payable to the Owner in the amount of five percent (5%) of the bid submitted. Contractor must execute the contract, bonds and certificates of insurance on the forms provided in the Contract Documents. Contractors for this Project must pay no less than the prevailing wage rates for the area established by the Owner and included in the contract documents. Performance, Payment and Maintenance Bonds, bound to the City of Sanger are required, each in an amount of not less than one-hundred percent (100%) of the contract price, conditioned upon the faithful performance of the contract and upon payment of all persons supplying labor or furnishing materials.

City of Sanger reserves the right to adopt the most advantageous interpretation of the bids submitted in the case of ambiguity or lack of clearness in stating proposal prices, to reject any or all bids, and/or waive formalities. Bids may not be withdrawn within ninety (90) days from date on which bids are opened.

Advertising Dates: November 13, 2022
November 20, 2022

BACKGROUND

John Porter Sports Park is an existing park with three softball fields located at 2201 South Stemmons in Sanger, Texas. The project purpose is to move home plate, pitcher's rubber, bases, infield limits, and outfield fence back towards the existing backstop to allow for regulation softball play at each existing softball field. Also within scope are three new scoreboards, a new curb at backstop, new foul poles, minor sidewalk replacement, ADA parking striping and ADA signage modification.

SCOPE OF WORK

Scope of work is outlined and detailed in the construction documents and specifications provided and generally consists of the following: Demolition, earthwork, fencing, moving home plate and bases, softball infield surfacing, foul poles, scoreboards, concrete curb at backstop, concrete sidewalk replacement, ADA striping, turfgrass and irrigation.

BIDDER QUALIFICATIONS

- Bidder must be engaged in the business of construction for a minimum of five (5) years.
- Bidders must have successfully completed at least five (5) projects of similar scope. This qualification must be demonstrated through references provided in the bidder's response.
- Bidder must have a good reputation in the business of construction and not currently engaged in any legal disputes regarding projects.
- Bidder must be in good financial standing, not in any form of bankruptcy, current in payment of all taxes and fees such as state franchise fees. City reserves the right to request a copy of CONTRACTOR's audited or un-audited financial statement.

PROPOSAL SCHEDULE

1.	Request for Proposals Issued	November 13, 2022
2.	Documents made Available	November 14, 2022
3.	Deadline for Submitting Questions	November 30, 2022
4.	Bid Submittal Due at 12:00 PM	December 6, 2022
5.	Bids Opened and Read Aloud at 2:00 PM	December 6, 2022
6.	City Council Approval	January 3, 2023
7.	Start of Construction	January 10, 2023
8.	Construction Completion	March 10, 2023

SELECTION PROCESS

The selection process will not be fee-based only, but will be weighted heavily on other important issues critical to the success of this Project. The following are key issues in the Owner's selection decision, not necessarily in order of priority:

City reserves the right to reject any and all CSP(s).

A. Selection and Evaluation Criteria:
- The Bidder's price, including general conditions and general requirements
- The Bidder's successful and cost-effective experience and expertise with demolition, construction and reconstruction projects of similar size, scope and quality.
- The Bidder's past performance and demonstrated capability on similar projects with this or other local municipality and on construction of publicly funded projects.
- The Bidder's proposed project personnel as shown in a project organizational chart and including their qualifications and experience as evidenced by their resumes.
- The Bidder's recent experience with project cost estimates, as well as project budget and schedule adherence.
- The Bidder's safety record supported by accurate verifiable data.
- The Bidder's reference letter indicating the quality of previous work on similar projects and satisfaction from past customers.

B. Consideration may also be given to any additional information and comments at the selection phase if it reflects on the Bidder's qualifications to perform.

C. Scoring (100 Point Scale)
- 35 points – Bidder and Individual Qualifications
  - Bidder's number of years in business, size and staffing.
  - Bidder's experience on demolition, construction and reconstruction of similar scope, size and quality.
  - Bidder's safety record and successful completion of municipal projects.
  - Experience of proposed personnel on similar projects and as a project team.
- 35 points – Capability and Capacity to Perform Work
  - Workload and availability to meet schedule.
  - Project management plan, including project organization chart.
  - Proposed project schedule.
- 15 points – Budget and Fees
  - Project price.
  - Cost estimating detail and accuracy.
  - Base fee.
  - Fee adjustments.
- 15 points – References
  - Meeting schedules and deadlines.
  - Controlling cost and meeting budgets.
  - Communication and cooperation.

AWARD

The CITY will attempt to award the Contract within 30 days after the opening of bids. The award, if made, shall be to the bidder with the best value for the City; but in no case shall the award be made until after investigations are made as to the responsibility of the bidder to whom it is proposed to award the Contract. If awarded the Contract, the bidder shall execute the Contract and finalize/provide the required bonds and evidence of insurance within 3 days after receipt of the awarded Contract.

SUBMITTAL RESPONSE GUIDELINES

Bidder response to this Request for Proposals shall include:

- Completed and signed Proposal Check List.
- Bid Proposal Form filled in with unit prices, extended prices, and total. Prices must be held firm for a period of ninety (90) days.
- Qualifications Statement. All information should be accurate and up-to-date. Reference information provided must include correct phone and email contact.
- Bid Affirmation form reviewed and signed.
- Completed Historically Underutilized Business Questionnaire. If CONTRACTOR is not a certified HUB or DBE mark "NO," sign and include with your bid.\ Bidder must verify that they (1) do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association.
- Bidder must verify that it will not boycott Israel during the term of the contract.

  Bidder must verify that it will not do business with Iran, Sudan or a foreign terrorist organization while providing services to the City.
- All proposals shall be accompanied by a **Bid Bond** in the amount of five (5) percent of the total **anticipated construction costs** from an approved surety company holding a permit from the State of Texas to act as surety (and acceptable according to the latest list of companies holding certificates of authority from the Secretary of the Treasury of the United States) or other surety or sureties acceptable to the Owner, payable without recourse to the Owner, as a guarantee that the bidder will enter into a contract.

  Bids without a Surety-issued bid bond will not be considered. All bid bonds will be returned to the respective bidders within thirty (30) days after the bids are opened, except those which the Owner elects to hold until the successful bidder has executed the contract. Thereafter, all remaining securities, including security of the successful bidder, will be returned within fifteen (15) days.

AWARDED CONTRACTOR REQUIREMENTS

- CONTRACTOR shall execute contract, applicable bonds, Certificate of Insurance, a Form 1295 Certificate of Interested Parties and provide to CITY in the time frame required by this document.
- CONTRACTOR shall sign the necessary agreements entering into the required Contract with CITY. No Contract shall be binding on CITY until all authorized signatures required by law have been affixed and the executed Contract delivered to CONTRACTOR.
- The successful CONTRACTOR is required to provide all bonding information to his/her subcontractors and suppliers upon request; also all subcontractors shall provide proof of insurance and workman's compensation documents to the general contractor.
- CONTRACTOR must provide proof of current certificate of insurance meeting the requirements as outlined in this specification throughout the duration of the project.
- Prior to beginning construction, the successful CONTRACTOR shall:
    - Submit a Construction Schedule.
    - Provide a 24-hour emergency telephone contact.
    - Submit a schedule of values.

SOLICITATION STANDARD TERMS AND CONDITIONS

1. **INSTRUCTIONS:** These standard terms apply to all solicitations.
2. **BEST INTEREST:** City reserves the right to reject any or all responses and to waive formalities. City also reserve the right to purchase through State awarded contracts or other intergovernmental agreements when it is in the best interest of the City.
3. **PRICING:** Price(s) quoted must be held firm for ninety (90) days to allow for evaluation unless otherwise noted in this document.
4. **SILENCE OF SPECIFICATION:** The apparent silence of these specifications as to any detail or to the apparent omission of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.
5. **F.O.B.:** All shipping shall be F.O.B. Destination.
6. **SPLIT AWARD:** City of Sanger reserves the right to award a separate contract to separate CONTRACTORs for each item/group or to award one contract for the entire bid.
7. **WITHDRAWAL OF RESPONSE TO SOLICITATION:** A response may not be withdrawn or cancelled by CONTRACTOR for a period of ninety (90) days following the date designated for the receipt without approval by the City.
8. **ERROR-QUANTITY:** Submittals must be made on units of quantity specified, extend, and show total(s). In the event of discrepancies in extension, the unit price shall govern.
9. **LATE SUBMITTALS:** Submittals received after the submission deadline shall be returned unopened and will be considered void and unacceptable. City of Sanger is not responsible for lateness from any carrier for any reason.
10. **TAXES:** City of Sanger is exempt from Federal Manufacture's Excise, and State Sales taxes. TAX MUST NOT BE INCLUDED IN PRICING. Tax exemption certificates will be executed by the City and furnished upon request.
11. **ADDENDA:** Any interpretations, corrections or changes to these specifications will be made by addenda. Sole issuing authority of the addenda shall be vested in Parkhill. Addenda will be mailed to all who are known to have received a copy of this solicitation. It is the responsibility of proposers to ensure they have received and understand any issued addenda.
12. **PROTEST:** Protests shall be submitted in writing and filed with the City Manager no less than three business days prior to the City Council meeting at which the award appears on the agenda. A written response will be prepared by the Purchasing Manager in consultation with the end user department and City Attorney.If the protesting CONTRACTOR does not agree with the staff recommendation, they may appeal to the City Council. Protesting CONTRACTORs must contact the City Secretary in order to be acknowledged and heard by City Council at the first available Council meeting.
13. **PAYMENT TERMS:** Payment terms are Net 30 unless otherwise specified by the City in this document.
14. **PATENT RIGHTS:** CONTRACTOR agrees to indemnify and hold the City harmless from any claim involving patent right infringement or copyrights on goods supplied.
15. **FUNDING:** City of Sanger is a home-rule municipal corporation operated and funded on an annual basis for Oct. 1 to Sept. 30. City reserves the right to terminate, without liability to the City, any contract for which funding is not available.
16. **ASSIGNMENT:** CONTRACTOR shall not sell, assign, transfer, or convey this contract in whole or in part, without the prior written consent of the City.
17. **VENUE/CHOICE OF LAW:** Venue for any dispute shall be Denton County, Texas. This agreement will be governed and construed according to the laws of the State of Texas.
18. **COMPLIANCE WITH LAWS:** Contractor shall be fully responsible for its employees, including meeting all state and federal requirements for minimum wage, income taxes withholding, workers' compensation, insurance, and all city, state, and federal requirements governing employer/employee relations and shall require its subcontractors on this project to provide this same certification to the City.
19. **RIGHT OF REVIEW:** CONTRACTOR covenants and agrees that the City, upon reasonable notice to

CONTRACTOR, may review any of the work performed by CONTRACTOR under this Contract.

20. **DELIVERY TIMES:** Deliveries will be acceptable only during normal working hours at the designated City Municipal Facility.

21. **STANDARD WARRANTY:** Any standard manufacturer's warranty shall be provided and submitted to the City of Sanger upon request.

22. **PACKAGING:** Unless otherwise indicated, items will be new, unused, and in first class condition in containers suitable for damage-free shipment and storage.

23. **ORDERS AND INVOICING:** A Purchase Order Number is required for all purchases. All invoices must identify the purchase order number, include the bid unit pricing by item, identify the ordering department/user, and include contact phone and email.

24. **CONFLICT OF INTEREST:** The successful CONTRACTOR hereby covenants and agrees that during the Contract period that CONTRACTOR and any of CONTRACTOR's associates and employees will have no interest nor acquire any interest, either direct or indirect, which will conflict in any manner with the performance of the services called for under this Contract. All activities, investigations and other efforts made by CONTRACTOR pursuant to this Contract will be conducted by employees or associates of CONTRACTOR. CONTRACTOR further covenants and agrees that it understands that the Code of Ordinances of the City of Sanger prohibits any officer or employee of the City from having any financial interest, either direct or indirect, in any business transaction with the City. Any violation of this paragraph which occurred with the actual or constructive knowledge of CONTRACTOR will render this contract voidable by the City.

    a. FORM CIQ – is required when a conflict exists in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code. A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor. This form may be obtained from the Texas Ethic Commission's website.

25. **CONFIDENTIAL WORK:** Any reports, designs, plan, information, project evaluations, data or any other documentation given to or prepared or assembled by CONTRACTOR under this contract shall be kept confidential and may not be made available to any individual or organization by CONTRACTOR without the prior written approval of the City except as may be required by law.

26. **WARRANTY, HOLD HARMLESS, AND INDEMNITY:** CONTRACTOR warrants that the commodities it delivers to the City shall be delivered in a good and workmanlike manner, and that any items delivered to the City under this contract will be fit for the particular purpose for which it was furnished. CONTRACTOR shall defend, indemnify, and hold the City whole and harmless against any and all claims for damages, costs, and expenses to persons or property that may arise out of, or be occasioned by, the execution or performance of this Contract or any of CONTRACTOR's activities or any act of commission or omission related to this Contract of any representative, agent, customer, employee, sub-CONTRACTOR or invitee of CONTRACTOR or any representative, agent, employee, or servant of the City. If an item is covered by a manufacturer's warranty, it is the responsibility of CONTRACTOR to obtain the information for City and to get the manufacturer to honor the warranty.

27. **PROPRIETARY INFORMATION:** Any material or information that is considered proprietary in nature must be clearly marked as such and will be treated as confidential by the City of Sanger to the extent permitted under the Open Records Act.

28. **WAIVER OF ATTORNEYS FEES:** CONTRACTOR and City expressly covenant and agree that in the event of any litigation arising between the parties to this contract, each party shall be solely responsible for payment of its attorneys and that in no event shall either party be responsible for the other party's attorney's fees regardless of the outcome of the litigation.

29. **CHANGE ORDERS:** No Oral statement of any person shall modify or otherwise change or affect the terms, conditions, or specifications stated in the resulting contract. All change orders to the contract will be made in writing by the City of Sanger. Any additional work requested through change order shall be at the same unit costs submitted by CONTRACTOR at the time of bidding the project.

30. **TERMINATION:** City may, at its option and without prejudice to any other remedy to which it may be entitled at law or in equity, terminate the right for CONTRACTOR to accept further orders under this Contract, in whole or in part, by giving at least thirty (30) days prior written notice thereof to CONTRACTOR with the understanding that no further orders may be accepted after the date specified in such notice. City shall equitably compensate CONTRACTOR, in accordance with the terms of this Contract for the commodities properly ordered prior to the date specified in such notice following inspection and acceptance of same by the City. CONTRACTOR shall not, however, be entitled to lost or anticipated profits should the City choose to exercise its option to terminate.

31. **TERMINATION FOR DEFAULT:** The CITY reserves the right to enforce the performance of this purchase order in any manner prescribed by law or deemed to be in the best interest of CITY in the event of breach or default. The CITY reserves the right to terminate the purchase order immediately in the event CONTRACTOR fails to: (1) meet delivery schedules, or (2) otherwise perform in accordance with this contract and incorporated documents. Breach of contract or default authorizes CITY to award to another CONTRACTOR, purchase elsewhere and charge the full increase in cost and handling to the defaulting CONTRACTOR.

32. **PERFORMANCE OF WORK:** CONTRACTOR or CONTRACTOR's associates and employees shall perform all the work called for in this Contract. CONTRACTOR hereby covenants and agrees that all of CONTRACTOR's associates and employees who work on this project shall be fully qualified to undertake same and competent to do the work described in this Contract, and the services performed shall be performed in a good and workmanlike manner, and that the finished product shall be fit for the particular use(s) contemplated by this agreement.

33. **OWNERSHIP OF DOCUMENTS:** CONTRACTOR acknowledges that City owns all notes, reports, or other documents, intellectual property or documentation produced by CONTRACTOR pursuant to this agreement or in connection with its work which are not otherwise public records. CONTRACTOR acknowledges that City shall have copyright privileges to those notes, reports, documents, processes and information. CONTRACTOR shall provide City a copy of all such notes, reports, documents, and information (except to the extent that they contain confidential information about third parties) at City expense upon written request.

34. **DRUG FREE WORKPLACE:** CONTRACTOR hereby covenants and agrees that during the contract period that CONTRACTOR and any of CONTRACTOR's associates and employees shall be in compliance with CITY'S drug free workplace policy.

35. **INSPECTION:** All goods and services will be subject to inspection and testing by CITY prior to acceptance. Goods rejected and goods supplied in excess of quantities ordered may be returned to CONTRACTOR at its expense. If any of the goods or services are found at any time to be defective in material or workmanship, or otherwise not in conformity with the requirements of this purchase order, including any applicable drawings and specifications, then CITY, in addition to such other rights and remedies it may have by contract or by law or equity, at its sole discretion may reject and return such goods at CONTRACTOR's expense, require CONTRACTOR to inspect the goods and remove nonconforming goods and/or require CONTRACTOR to replace nonconforming goods or services with conforming goods or services.

36. **PACKAGING:** All goods must be packaged in the manner as specified by CITY and shipped in the manner and by the route and carrier designated by CITY. If CITY does not specify the manner in which the goods must be packaged, CONTRACTOR shall package the goods so as to avoid any damage in transit. If CITY does not specify the manner of shipment, route or carrier, CONTRACTOR shall ship the goods at the lowest possible transportation rates, consistent with CONTRACTOR's obligation to meet the delivery schedule set forth in this Order.

37. **AUDIT:** CITY reserves the right to audit the records and performance of contractor during the contract and for three years thereafter.

38. **INSURANCE:** CONTRACTOR shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the

performance of the work hereunder by the vendor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be paid by the vendor and included in any bids.

MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

a. Insurance Services Office Commercial General Liability coverage "occurrence" form CG 00 01 (04 13). "Claims Made" form is unacceptable. Policy will include coverage for:
   i. Premises - Operations
   ii. Broad Form Contractual Liability
   iii. Products and Completed Operations
   iv. Use of Contractors and Subcontractors
   v. Personal Injury
   vi. Broad Form Property Damage
   vii. Explosion Collapse and Underground (XCU) Coverage (when applicable, Fire Damage, Medical Expense.

   NOTE: The aggregate loss limit applies to each project.

b. Automobile Liability - as required by the State of Texas, covering all owned, hired, or non-owned vehicles. Automobile Liability is only required if vehicle(s) will be used under this contract.
c. Workers' Compensation insurance as required by the Labor Code of the State of Texas, including Employers' Liability Insurance.
d. Professional Liability Insurance.
e. Builders' Risk Insurance.
f. Excess Liability Insurance - For projects exceeding $1,000,000.
g. Bid/Payment/Performance Bond to cover the project.

MINIMUM LIMITS OF INSURANCE/BOND

Insurance Type	Limit
Commercial General Liability	$1,000,000 Per Occurrence $2,000,00 Aggregate
Automobile Liability	$1,000,000 Combined Single Limit
Worker's Compensation / Employer's Liability	Statutory $1,000,000
Professional Liability	$1,000,000 Per Occurrence $2,000,00 Aggregate
Builders' Risk	Completed Value of Structure
Excess Liability	$5,000,000 for Projects exceeding $1M

Bid Bond	5% of Anticipated Construction Cost
Payment Bond	100% of Contract Sum
Performance Bond	100% of Contract Sum
Maintenance Bond	100% of Contract Sum (2 yr.)

OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain the following provisions:

1. General Liability and Automobile Liability Coverages
   a. City, its officers, officials, employees, Boards and Commissions and volunteers are to be added as "Additional Insured" as respects liability arising out of activities performed by or on behalf of the vendor, products and completed operations of the vendor, premises owned, occupied or used by CONTRACTOR. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees or volunteers. It is understood that the business auto policy under "Who is an Insured" automatically provides liability coverage in favor of the City.
   b. The vendor's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be excess of the vendor's insurance and shall not contribute with it.
   c. Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the City, its officers, officials, employees, Boards and Commissions or volunteers.
   d. The vendor's insurance shall apply separately to each insured against whose claim is made or suit is brought, except to the limits of the insured's liability.
2. Workers' Compensation and Employer's Liability Coverage - The insurer shall agree to waive all rights of subrogation against the City, its officers, officials, employees and volunteers for losses arising from work performed by the vendor for the City.
3. Professional Liability – A claims made policy is acceptable coverage which must be maintained during the course of the project and up to two (2) years after completion and acceptance of the project by the City.
4. All Coverages - Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled or non-renewed by either

party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given the City.

ACCEPTABILITY OF INSURERS

All insurance shall be issued by responsible insurance companies eligible to do business in the State of Texas and having an A.M. Best Financial rating of A-VI or better.

VERIFICATION OF COVERAGE

Contractor shall furnish the City of Sanger with certificates of insurance affecting coverage required. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. Certificates of Insurance must be submitted on a form approved by the Texas Department of Insurance. Certificates of Insurance similar to the ACCORD form are acceptable. City will not accept Memorandums of Insurance or Binders as proof of insurance. City reserves the right to require complete, certified copies of all required insurance policies at any time.

39. **CERTIFICATE OF INTERESTED PARTIES 1295 FORM:** At time of contract execution CONTRACTOR must provide a signed 1295 Form received directly from the State of Texas. https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm.

SPECIAL TERMS AND CONDITIONS FOR CONSTRUCTION

1. **CONTRACTOR'S DUTY AND SUPERINTENDENT:** CONTRACTOR shall give adequate attention to the faithful prosecution and completion of this contract and shall keep a full-time competent superintendent (with five (5) years minimum supervisory experience & work resume), and any other assistants on the project during its progress. The superintendent shall represent CONTRACTOR in his absence and all directions given to him shall be as binding as if given to CONTRACTOR.

   City shall have the right to have the Superintendent furnished by CONTRACTOR removed pursuant to the contract documents if, in the City's sole judgment, such superintendent is not fulfilling his or her obligations under this contract, including, but not limited to, said superintendent's failure or inability to properly interpret and implement the plans and the specifications, to effectively expedite the work and supervise all employees utilized in connection therewith, to ensure adequate communication with, and a minimum inconvenience to, the public, or to cooperate with utilities, railroads, other contractors or agencies working on the project or near the project. Failure of CONTRACTOR to replace the superintendent when requested by the City shall be cause for the City to withhold partial payments.

   CONTRACTOR is and at all times shall remain an independent CONTRACTOR, solely responsible for the manner and method of completing this 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, CITY being interested only in the result obtained and conformity of such completed improvements to the plans, specifications and contract.

   Likewise, 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. Design construction drawings and specifications as well as any additional information concerning the work to be performed passing from or through CITY, 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 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 CITY, 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 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 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 CONTRACTOR in performing said contract, and the adequacy of any designs, plans or other facilities for accomplishing such performance.

   Deviation by CONTRACTOR from plans and specifications that may have been in evidence during any such visitation or observation by CITY, or any of his representatives, whether called to CONTRACTOR'S attention or not shall in no way relieve CONTRACTOR from responsibility to complete all work in accordance with said plans and specifications.

2. **CONTRACTOR'S UNDERSTANDING:** It is understood and agreed that CONTRACTOR, by careful examination, is satisfied 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 CITY, or any of its representatives either before or after the execution of this contract, shall affect or modify any of the terms or obligations herein contained.

3. **CHARACTER OF WORKERS:** CONTRACTOR agrees to employ only orderly and competent workers, skillful in the performance of the type of work required under this contract, to do the work; and agrees that whenever CITY shall inform in writing that any worker(s) on the project are, in his opinion, incompetent, unfaithful or disorderly, such worker(s) shall be discharged from the project and shall not again be employed for this project without CITY'S written consent.

4. **FIELD OFFICES:** The installation of field offices shall be permitted only at such places as approved by CITY. In addition, all sanitary conditions of the grounds in or about such structures shall at all times be maintained in a manner satisfactory to CITY. CONTRACTOR shall be responsible for obtaining for all necessary Permits.

   CONTRACTOR shall not be required to provide a field office for CITY's Field Representative; however, CONTRACTOR'S Superintendent shall be available on the job site at all times when portions of the work are in progress.

5. **SANITATION:** Necessary sanitary conveniences for use by workers on the project shall be properly secluded from public observation and shall be constructed and maintained by CONTRACTOR in such manner and at such points as approved by CITY. Onsite sanitary convenience facilities and their use shall be strictly enforced.

6. **SHOP DRAWINGS:** CONTRACTOR shall submit to DESIGN TEAM and CITY, with such promptness as to cause no delay in work or in that of any other CONTRACTOR, digital files (PDF), unless otherwise specified, of all shop and/or setting drawings and schedules required for the work of the various trades, and DESIGN TEAM shall review them with reasonable promptness, making desired comments. CONTRACTOR shall make any revisions required by DESIGN TEAM; file revised copies and furnish other copies as may be needed. The DESIGN TEAM review of such drawings or schedules shall not relieve CONTRACTOR from responsibility for deviations from drawings or specifications, unless CONTRACTOR has, in writing, called DESIGN TEAM'S attention to such deviations at the time of submission, nor shall it relieve CONTRACTOR from responsibility for errors of any sort in shop drawings or schedules. It shall be CONTRACTOR'S responsibility to fully and completely review all shop drawings to ascertain their effect on CONTRACTOR'S ability to perform the required contract work in accordance with the plans and specifications and within the contract time.

   Such review by DESIGN TEAM 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 CONTRACTOR of his duty as an independent contractor as previously set forth, it being expressly understood and agreed that DESIGN TEAM 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.

7. **PRELIMINARY APPROVAL:** The DESIGN TEAM shall not have the power to waive the obligations of this contract for the furnishing by CONTRACTOR of good new material, and of his performing good work as herein described, and in full accordance with the plans and specifications. No failure or omission of DESIGN TEAM to discover, object to or condemn any defective work or material shall release 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 DESIGN TEAM shall,

upon request of CONTRACTOR, inspect and accept or reject any material furnished, and in event the material has been once accepted by DESIGN TEAM, such acceptance shall be binding on CITY 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 CITY, 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 CONTRACTOR, otherwise the expense thus incurred shall be allowed as EXTRA WORK, and shall be paid for by CITY; provided that, where inspection or approval is specifically required by the specifications prior to performance of certain work, should CONTRACTOR proceed with such work without requesting prior inspection or approval CONTRACTOR shall bear all expense of taking up, removing, and replacing this work if so directed by CITY.

8. **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 CITY as unsuitable or not in conformity with the specifications, CONTRACTOR shall, after receipt of written notice thereof from CITY, forthwith remove such material and rebuild or otherwise remedy such work so that it shall be in full accordance with this contract.

9. **CHANGES AND ALTERATIONS:** CONTRACTOR further agrees that CITY may make such changes and alterations as CITY 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, Payment and Maintenance 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. 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 (as applicable). In case CITY shall make such changes or alterations which make useless any work already done or material already furnished or used in said work, then CITY shall compensate CONTRACTOR for any material or labor so used, and for any actual loss occasioned by such changes due to actual expenses incurred in preparation for the work as originally planned.

10. **KEEPING OF PLANS, SPECIFICATIONS AND RECORD DRAWINGS ACCESSIBLE:** The CITY OR DESIGN TEAM shall furnish CONTRACTOR with three (3) sets of plans and specifications, if desired, at no expense to CONTRACTOR. Additional sets of plans may be purchased from DESIGN TEAM.

    CONTRACTOR shall maintain, at the Job Site, one copy of all Drawings, Specifications, Addenda, approved Shop Drawings, and Change Orders, in good order and marked to record all changes made during construction, and updated daily. These shall be referred to as record drawings, and shall be available to CITY and DESIGN TEAM at all times with the latest revisions noted thereon. The As-Built drawings, marked to record all changes made during construction, shall be delivered to CITY upon completion of the Project, with a letter signed by CONTRACTOR stating that the record plans submitted show all changes made during construction.

    CONTRACTOR shall review the updated record drawings with CITY AND DESIGN TEAM, at the time of the monthly application for payment submittal. Failure of CONTRACTOR to maintain the record drawings shall be grounds for the withholding of that month’s application for payment submittal, until the record drawings are properly updated and reviewed.

    CONTRACTOR shall have a Registered Professional land Surveyor (RPLS) tie "as-built" locations of all valves, blow offs, manholes, inlets, bends, tees, crosses, P.C.’s, P.T.’s, and at every five hundred (500) feet along straight lines and curves on proposed mains. Horizontal and vertical data must be collected for each tie. Ties shall be made at the top of pipe and all control points and bench marks used in the survey shall be consistent with the plans and reported. Such work will be performed prior to backfill and the results furnished to the City. The points

shall be recorded and reviewed monthly on the "as-built" drawings. CONTRACTOR shall also provide an ASCII file containing point number, northing coordinate, easting coordinate, elevation, and point description for each tie and control point used in the survey. The ASCII file shall be submitted with the monthly invoice on Digital Video Disc (DVD) and at the end of the project with the "as-built" drawings in electronic format on a DVD accompanied with a hard copy print of the file. Construction As Built Surveying shall only be performed if called out as a bid item or listed as subsidiary to another bid item.

11. **OWNERSHIP OF DRAWINGS:** All drawings, specifications and copies thereof furnished by CITY OR DESIGN TEAM shall not be reused on other work and, with the exception of the signed contract sets, are to be returned to CITY on request, at the completion of the work. All models (if any) are the property of CITY.

12. **ADEQUACY OF DESIGN/CONSTRUCTION:** It is understood that CITY believes it has employed a competent team of engineers and designers. It is, therefore, agreed that DESIGN TEAM shall be responsible for the adequacy of the design, sufficiency of the Contract documents, the safety and integrity of the completed structure and the practicability of the operations of the completed project; provided CONTRACTOR has complied with the requirements of the said Contract Documents, all approved modifications thereof, and additions and alterations thereto approved in writing by CITY and DESIGN TEAM. CONTRACTOR is bound to perform his services to the standards of the industry. If CONTRACTOR determines the design to be inadequate, he shall notify CITY and DESIGN TEAM prior to construction the items he feels are inadequate. CONTRACTOR shall comply with the requirements of the Contract Documents, all approved modifications thereof, and additions and alterations thereto approved in writing by CITY. The burden of proof of such compliance shall be upon CONTRACTOR to show compliance with said requirements of the Contract Documents, approved modifications thereof and all approved additions and alterations thereto.

13. **RIGHT OF ENTRY:** The CITY 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 observing or inspecting the work, or for the purpose of constructing or installing such collateral work as said CITY may desire.

14. **COLLATERAL CONTRACTS:** The CITY 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.

15. **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. In the event that there is still any doubt as to the meaning and intent of any portion of the contract, specifications or drawings, DESIGN TEAM AND OR/CITY shall define which is intended to apply to the work.

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

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

18. **PROTECTION AGAINST ACCIDENT TO EMPLOYEES AND THE PUBLIC:** 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", Latest Edition of the Associated General Contractors of America except where incompatible with Federal, State, or Municipal laws or regulations. 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 CONTRACTOR, acting at his discretion as an independent contractor.

19. **PERFORMANCE, PAYMENT AND MAINTENANCE BONDS:** Unless otherwise specified, it is further agreed by the parties to this Contract that CONTRACTOR will execute separate performance, payment and maintenance 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 further guaranteeing to make all necessary repairs, reconstruction and renewal of any part of said construction, and to furnish the labor and materials to make good and to repair any defective condition growing out of or on account of the breakage or failure of any substance or the improper function of any part of the constructed work, and reimburse the Owner for the costs of all design services required to be furnished by the Owner which are directly attributable to the restoration of the constructed work, and it is agreed that this Contract shall not be in effect until such performance, payment and maintenance bonds are furnished to and approved by CITY.

    Unless otherwise approved in writing by CITY, the Surety Company underwriting the bonds shall be licensed to do business in the State of Texas and 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 CONTRACTOR'S proposal.

20. **LOSSES FROM CAUSES:** Unless otherwise specified, all loss or damage to 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 CONTRACTOR at his own cost and expense.

21. **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. CONTRACTOR agrees to indemnify, save and hold harmless CITY and DESIGN TEAM 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 or any kind arising out of the existence or character of work.

22. **PROTECTION AGAINST CLAIMS OF SUB-CONTRACTORS, WORKERS, MATERIAL MEN AND FURNISHERS OF MACHINERY, EQUIPMENT AND SUPPLIES:** CONTRACTOR agrees that he will indemnify and save CITY and DESIGN TEAM harmless from all claims growing out of the lawful demands of sub-contractors, laborers, workmen, mechanics, material men 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 CITY, CONTRACTOR shall furnish satisfactory evidence that all obligations of the nature hereinabove designated have been paid, discharged or waived. If CONTRACTOR fails so to do, then CITY may withhold from 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

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 CITY by either CONTRACTOR or his Surety.

23. **PROTECTION AGAINST ROYALTIES OR PATENTED INVENTION:** 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 CITY. CONTRACTOR shall defend all suits or claims for infringement of any patent or copyright rights and shall indemnify and save CITY, and DESIGN TEAM harmless from any loss on account thereof. If the material or process specified or required by CITY and/or DESIGN TEAM is an infringement, CONTRACTOR shall be responsible for such loss unless he promptly gives such information to CITY.

24. **LAWS AND ORDINANCES:** 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 with the execution of this contract shall indemnify and save harmless CITY and DESIGN TEAM against any claim arising from the violation of any such laws, ordinances, and regulations whether by CONTRACTOR or his employees, except where such violations are called for by the provisions of the Contract Documents. If CONTRACTOR observes that the plans and specifications are at variance therewith, he shall promptly notify CITY and DESIGN TEAM in writing, and any necessary changes shall be adjusted as provided in the contract for changes in the work. If CONTRACTOR performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to CITY and DESIGN TEAM, he shall bear all costs arising therefrom. In case CITY 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 CITY may enter into contract, shall be controlling, and shall be considered as part of this contract, to the same effect as though embodied herein.

25. **ASSIGNMENT AND SUBLETTING:** 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 CITY, and that no part or feature of the work will be sublet to anyone objectionable to DESIGN TEAM or CITY. 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 CONTRACTOR from his full obligations to CITY as provided by this Agreement.

26. **INDEMNIFICATION:** CONTRACTOR with the execution of this contract shall defend, indemnify and hold harmless CITY and DESIGN TEAM 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, rising out of or resulting from the performance of the work, provided that any such damages, claim, loss, demand, suit, judgment, cost or expense:

A. 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

B. Is caused in whole or in part by any negligent act or omission of 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 CONTRACTOR under this Paragraph shall not extend to the liability of CITY or DESIGN TEAM, 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 DESIGN TEAM, his agents or employees, provided such giving or failure to give is the primary cause of the injury or damage.

In the performance of this contract, CONTRACTOR agrees to assume liability for doing or failing to do anything that may result in the death of or bodily injury to any person and loss of or damage to any property. CONTRACTOR agrees to provide all necessary safeguards and to take all proper precautions against the

occurrence of accidents, injuries or damages to any persons or property and to be responsible for and to indemnify and save harmless CITY and DESIGN TEAM from all loss or damage to any or all claims rising by reason of accidents, injuries or damage to any persons, including the employees and agents of CONTRACTOR, and sub-contractor, or CITY or any property in connection with work pursuant to this contract, regardless of the degree of supervisory capacity any agent employee of CITY might have, and from all fines, penalties or loss incurred by reason of the violation of any law, regulation or ordinance. CONTRACTOR further agrees to defend, at CONTRACTOR'S expense, any and all suits or actions, civil or criminal arising out of such claims or matters.

27. **TIME AND ORDER OF COMPLETION:** It is the meaning and intent of this contract, unless otherwise herein specifically provided, that CONTRACTOR shall be allowed to prosecute his work at such time 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 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 CITY is having other work done, either by contract or his own force, CITY may direct the time and manner of constructing the work done under this contract, so that conflicts will be avoided and the construction of the various works being done for CITY shall be harmonized.

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

28. **EXTENSION OF TIME:** Should CONTRACTOR be delayed in the completion of the work by any act or neglect of CITY, or by other contractors employed by CITY, or by changes ordered in the work, or by strikes, lockouts, fires and unusual delays by common carriers, or unavoidable causes beyond CONTRACTOR'S control, or by any cause which DESIGN TEAM 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 DESIGN TEAM, provided however, that CONTRACTOR shall give DESIGN TEAM notice in writing of the cause of such delay within thirty (30) days of the event. The CITY shall have thirty (30) days from the time CONTRACTOR submits his request for the extension of time to respond in writing as to the approval or denial.

    If the extension is denied, the requirement for Failure to Complete Work on Time will be enforced as specified in the contract.

29. **HINDRANCES AND DELAYS:** CONTRACTOR shall make no claims for damages resulting from hindrances or delays from any cause (except where the work is stopped by order of CITY) during the progress of any portion of the work embraced in this contract. In case said work shall be stopped by the act of CITY, then such expense as in the judgment of DESIGN TEAM is caused by CITY; CITY shall pay such stoppage of said work to CONTRACTOR.

30. **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.

31. **ESTIMATED QUANTITIES:** This agreement, including the specifications and plans, 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 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, 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 specifications and plans; provided, however, that in case the actual quantity of any major item should become as much as twenty-five (25%) percent more than or twenty-five (25%) percent 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 twenty-five (25%) percent of the estimated quantity.

A "Major Item" shall be construed to be any individual bid item included in the proposal that has a total cost equal to or greater than five (5) percent of the NOT TO EXCEED TOTAL AMOUNT OF BID or any item that exceeds twenty-five thousand dollars ($25,000).

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

32. **PRICE OF WORK:** In consideration of the furnishing of all the necessary labor, equipment and material, and the completion of all work by 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, CITY agrees to pay CONTRACTOR the prices set forth in the Proposal, which has been made a part of this request for bid document. CONTRACTOR hereby agrees to receive such prices in full for furnishing all material and all labor required for the aforesaid work, also for well and truly performing the same and the whole thereof in the manner and according to this Agreement.

33. **PARTIAL PAYMENTS:** Except as otherwise provided by the Contract, between the 25th day and the last day of each month CONTRACTOR shall make an estimate of the value of the work done during the month under the specifications. CONTRACTOR shall prepare the estimate on a form approved by CITY. CONTRACTOR shall forward the estimate required above to CITY and DESIGN TEAM by not later than the last day of the month. The monthly estimate may include acceptable nonperishable materials delivered to and stored at the work site or an insured storage facility accessible to CITY; payment for such stored materials shall be allowed on the same percentage basis of the value as provided hereinafter. The monthly estimate shall also provide such supporting documentation as CITY and DESIGN TEAM or the other applicable provisions of the specifications may require. The CITY and DESIGN TEAM shall verify that CONTRACTOR'S estimate matches the total value of work done and acceptable non-perishable materials delivered to the work site or insured storage facility, based upon the bid proposal prices and quantities measured or verified by CITY and DESIGN TEAM. In the event of a discrepancy between quantities of work as shown in CONTRACTOR'S estimate and measured quantities as shown in CITY and DESIGN TEAM'S verification, CITY and DESIGN TEAM'S determination or measurement shall be final, and CONTRACTOR'S estimate shall be adjusted to reflect the quantities of work as shown by DESIGN TEAM and CITY's verification. Payment shall be made by CITY about thirty (30) days after receipt of the estimate from CONTRACTOR. The payment shall be for the total amount of the approved estimate; less a retainage of ten (10) percent of the completed work for contracts under four hundred thousand ($400,000). 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 and neglect on the part of CONTRACTOR and CITY, then CITY may - upon written recommendation of DESIGN TEAM - pay a reasonable and equitable portion of the retained percentage to CONTRACTOR, or CONTRACTOR at CITY'S option, may be relieved of the obligation to fully complete the work and, thereupon, CONTRACTOR shall receive payment of the balance due him under the contract subject only to the conditions stated under "Final Payment." CITY shall not be liable for interest on any late or delayed payment caused by any claim or dispute, any discrepancy in quantities as described above, any failure to provide supporting documentation or other information required with the estimate or as a precondition to payment under the Contract, or due to any payment CITY has a right to withhold under the Contract.

No pay estimate requests shall be considered unless submitted with the following items as one complete package:

- Updated Construction Schedule
- SWPPP Reports (Storm Water Pollution Prevention Program) if required
- All test reports for the month (or payment period duration)
- Updated as-built drawings reviewed by City Inspector

Note: A check list of these items shall be accompanied by a given pay estimate and shall be initialed by the City Inspector prior to processing. (Please see Attachment 1 of these bid documents).

CONTRACTOR shall submit to CITY and DESIGN TEAM a Schedule of Values for each Lump Sum item of work for review and approval 20 days before the work is scheduled to be performed. CONTRACTOR shall itemize in the Schedule of Values the actual costs to CONTRACTOR to perform the various parts of the Lump Sum item work which shall include a reasonable overhead and profit cost item. Partial payment for Lump Sum items shall be made based on the value and percentage of the work in the bid item completed, as approved by DESIGN TEAM and CITY and as reflected in the Schedule of Values.

CONTRACTOR shall furnish to DESIGN TEAM and CITY such detailed information as DESIGN TEAM and CITY may request to assist in the review of monthly estimates. It is understood that the monthly estimates shall be approximate only, and all monthly estimates and partial payments shall be subject to correction in the estimate rendered following the discovery of an error in any previous estimate, and such estimate shall not in any respect be taken as an admission of DESIGN TEAM and CITY of the amount of work done or of its quality or sufficiency nor as an acceptance of the work or the release of CONTRACTOR of any of its responsibility under the Contract.

34. **USE OF COMPLETED PORTIONS:** The CITY shall have the right to take possession of and use any completed or partially completed portions of the work, notwithstanding the fact that the time for completing the entire project or such portions may not have expired, such taking possession and use shall not be deemed as acceptance of any work completed in accordance with the Contract Documents. If such prior use increases the cost of or delays the project, CONTRACTOR shall be entitled to such extra compensation, or extension of time, or both, as DESIGN TEAM may determine.

    CONTRACTOR shall notify CITY and DESIGN TEAM when, in CONTRACTOR'S opinion, the contract is "substantially completed" and when so notifying CITY and DESIGN TEAM, CONTRACTOR shall furnish to CITY and DESIGN TEAM in writing a detailed list of unfinished work. The CITY and DESIGN TEAM will review CONTRACTOR'S list of unfinished work and will add thereto such items as CONTRACTOR has failed to include. The "substantial completion" of the structure or facility shall not excuse 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.

35. **FINAL COMPLETION AND ACCEPTANCE:** After CONTRACTOR has given CITY and DESIGN TEAM written notice that the work has been completed, DESIGN TEAM and CITY shall inspect such work; if the work is found to be satisfactorily completed in accordance with the Contract Documents, DESIGN TEAM shall notify CITY to start processing project final reconciliation documents. After these documents have been executed by all parties, it shall be the duty of CITY to issue a letter of acceptance within 10 days from the date when final reconciliation documents have been executed or advise CONTRACTOR in writing of the reason for non-acceptance.

36. **FINAL PAYMENT:** Upon notification by CONTRACTOR of the completion of the project, DESIGN TEAM shall proceed to make final inspections of all work performed and materials furnished under the terms of this agreement and certify the same to CITY with the "CONTRACTOR'S Affidavit of Final Payment and Release". The balance due CONTRACTOR, under terms of this Agreement, provided CONTRACTOR has fully performed contractual obligations under the terms of this contract; and said payment shall become due in any event upon said performance by CONTRACTOR. Neither the Letter of Acceptance nor the final payment nor any provision in the Contract Documents, shall relieve CONTRACTOR of the obligation for fulfillment of any warranty, which may be required.

37. **PAYMENT WITHHELD:** The CITY 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 itself from loss on account of:

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

When CONTRACTOR provides a Surety Bond satisfactory to CITY, which will protect CITY in the amount withheld, payment shall be made for amounts withheld because of them.

38. **DELAYED PAYMENTS:** Should CITY fail to make payment to CONTRACTOR of the sum named in any partial or final statement, when payment is due, CITY shall be re-notified in writing to pay CONTRACTOR with copy of the invoice. In the event payment not be promptly made, as provided under "Partial Payments," to CONTRACTOR at any time thereafter CONTRACTOR may treat the contract as abandoned by CITY and recover compensation, as provided under "Abandonment of Contract," unless such payments are withheld in accordance with the provisions of "Payment Withheld."

39. **MATERIALS ON HAND:** The CITY and DESIGN TEAM shall determine and specify in the bid documents which items (if any) warrant materials on-hand consideration. Only Approved materials purchased and stored more than thirty days before use may be considered for materials on-hand. Prior to the reimbursement of materials on-hand, CONTRACTOR shall furnish CITY with paid invoices for such materials including other supporting documents CITY may deem necessary. Upon receipt of such invoices, CITY will revise the corresponding pay items to reflect a line item for labor and another for material. The total price of these two-line items shall equal the total price of the whole item. The maximum material unit cost shall not exceed 60% of the total unit price of labor and material.

    CONTRACTOR shall have complete fiscal responsibility as to the safety of the materials on-hand including storage costs and shall protect such materials against theft and other calamities. Contractor shall make arrangements for the storage of the materials on-hand with installation made in a timely manner. Legitimate citizens' complaints shall be accommodated by CONTRACTOR.

    Measurement and payment for labor costs of such materials shall be made as materials are consumed. Measurement and payment for both material and labor cost shall be made per items 33 – 38 above.

40. **CHANGE ORDERS:** Without invalidating this Agreement, CITY may, at any time, order additions, deletions or revisions to the work; such changes will be authorized by Change Order to be prepared by DESIGN TEAM for execution by CITY and 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 CONTRACTOR shall refuse to execute a Change Order which has been prepared by DESIGN TEAM and executed by CITY, DESIGN TEAM may, in writing, instruct CONTRACTOR to proceed with the work as set forth in the Change Order and CONTRACTOR may make claim against CITY for "Extra Work" involved therein, as hereinafter provided.

    Any increase in the original contract by more than twenty fire percent (25%) shall trigger additional bidding requirements.

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

    In such case, CONTRACTOR, by copy of his communication to DESIGN TEAM or otherwise in writing shall advise CITY of his request to DESIGN TEAM for a written Change Order and that the work involved may result in an increase in the Contract price.

    Any request by CONTRACTOR for a change in Contract price shall be made prior to beginning the work covered by the Proposed Change.

42. **VARIANCE FROM SPECIFIC COMPLIANCE:** CONTRACTOR may seek a Change Order allowing variance from specific requirements of the contract documents in situations where portions of the project are already on hand, constructed or installed and found to be at variance with specific contract requirements and where destructive removal or similar radical measures are the only way to obtain specific compliance. In such event, CONTRACTOR shall, at his own expense, secure services of a Texas Licensed Professional other than any DESIGN TEAM members to analyze, test, study and otherwise evaluate the circumstances and to summarize his findings, recommendations and conclusions in writing under his professional seal. CONTRACTOR shall submit such summary to DESIGN TEAM, along with his request either for: (1) full acceptance of the variance "as is", if it is conclusive in the opinion of CITY and DESIGN TEAM that the finished product fully meets the intended purpose and use and is not generally diminished in quality, or; (2) proposed modifications to render the item acceptable, or; (3) proposed price credit to be allowed provided the item is acceptable for its intended use, even though of measurably diminished quality, (or combinations thereof). DESIGN TEAM shall review such information and submit to CITY with comments, and a Change Order shall be executed if both CONTRACTOR and CITY mutually agree upon the matter. All code and life safety minimum specifications shall be met. No variances will be allowed. Any code, life safety or other construction deficiency shall be proved, removed and replaced.

43. **EXTRA WORK:** It is agreed that the basis of compensation to 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

    No claim for Extra Work of any kind will be allowed unless ordered in writing by DESIGN TEAM and approved by CITY. In case any orders or instructions, either oral or written, appear to CONTRACTOR to involve Extra Work for which he should receive compensation or an adjustment in the construction time, he shall make written request to DESIGN TEAM for written order authorizing such Extra Work.

44. **ARBITRATION:** There are no provisions for "arbitration" in this contract.

45. **TIME OF FILING CLAIMS:** It is further agreed by both parties hereto that all questions of dispute or adjustment presented by CONTRACTOR shall be in writing and filed with DESIGN TEAM within thirty (30) days after DESIGN TEAM has given any directions, order, instruction or any event to which CONTRACTOR desires to take exception. The DESIGN TEAM shall reply within thirty (30) days to such written exceptions by CONTRACTOR and render his final decision in writing. It is further agreed that final acceptance of the final payment shall be a bar to any claims by either party, except where noted otherwise in the Contract Documents.

46. **ABANDONMENT BY CONTRACTOR:** The work, or any portion of the work under contract, shall be suspended immediately on written order of CITY declaring CONTRACTOR to be in default. A copy of such notice shall be served on CONTRACTOR'S Surety. The contract may be terminated by CITY for any good cause or causes, among others of which special reference is made to the following:

    A. Failure of CONTRACTOR to start the work within ten (10) days from date specified in the written work order issued by CITY to begin the work;
    B. Substantial evidence that the progress of the work being made by CONTRACTOR is insufficient to complete the work within the specified working time;
    C. Failure of CONTRACTOR to provide sufficient and proper equipment, materials or construction forces for properly executing the work;
    D. Substantial evidence or notification that CONTRACTOR has abandoned the work or discontinuance of the performance of the work or any part thereof and failure to resume performance within a reasonable time after notice to do so;
    E. Substantial evidence that CONTRACTOR has become insolvent or bankrupt, or otherwise financially unable to carry on the work;
    F. Deliberate failure on the part of CONTRACTOR to observe any requirements of these specifications or to comply with any orders given by DESIGN TEAM as provided for in these specifications;
    G. Failure of CONTRACTOR to promptly make good any defects in materials or workmanship, or any

defects of any nature, the correction of which has been directed in writing by CITY;

H. Substantial evidence of collusion for the purpose of illegally procuring a contract or perpetrating fraud on CITY in the construction of work under contract;
I. Repeated and flagrant violations of safe working procedures;
J. The filing by CONTRACTOR of litigation against CITY prior to final completion of the work.
K. Failure of CONTRACTOR to maintain proper financial responsibility and to maintain the required bonding, insurance or payments to suppliers and subcontractors.
L. Failure of CONTRACTOR to provide a Project Superintendent and accompanying staff as required for successful carrying out of the work extents and duration.

When the work is suspended for any of the causes itemized above, or for any other cause or causes, CONTRACTOR shall discontinue the work or such part thereof as CITY shall designate, whereupon the Surety may either at its option assume the Contract or that portion thereof which CITY has ordered CONTRACTOR to discontinue and perform the same or, with the written consent of CITY, sublet the same, provided, however, that the Surety shall exercise its option within two weeks after the written notice to discontinue the work has been served upon CONTRACTOR and upon the Surety or its authorized agents. The Surety in such event shall assume CONTRACTOR'S place in all respects and shall be paid by CITY for all work performed by it in accordance with the terms of the Contract, but in no event shall such payments exceed the Contract amount, regardless of the cost to the Surety to complete the work.

All monies remaining due CONTRACTOR at the time of their default shall thereupon become due and payable to the Surety as the work progresses, subject to all terms of the Contract. In case the Surety does not, within the hereinabove specified time, exercise its obligation to assume the Contract or that portion thereof which CITY has ordered CONTRACTOR to discontinue, then CITY shall have the power to complete by contract or otherwise, as it may determine, the work herein described or such part thereof as it may deem necessary; and CONTRACTOR hereto agrees that CITY shall have the right to take possession of or use any or all of the materials, tools, equipment, supplies and property of every kind provided by CONTRACTOR for the purpose of their work and to procure other tools, equipment and materials for the completion of the same and to charge to the account of CONTRACTOR the expense of said contract for labor, materials, tools, equipment and expenses incident thereto. The expense so charged shall be deducted by CITY out of such monies as may be due or may at any time thereafter become due CONTRACTOR under and by virtue of the Contract or any part thereof.

The CITY shall not be required to obtain the lowest bid for the work of completing the Contract, but the expenses to be deducted shall be the actual cost of such work. In case such expense is less than the sum which would have been payable under the contract if the same had been completed by CONTRACTOR, then in such case CITY may pay CONTRACTOR the difference in the cost, provided that CONTRACTOR shall not be entitled to any claim for damages or for loss of anticipated profits.

In case such expense shall exceed the amount which would have been payable under the contract if the same had been completed by CONTRACTOR, CONTRACTOR and their Surety shall pay the amount of the excess to CITY on notice from CITY for excess due including any costs incurred by CITY, such as inspection, legal fees and liquidated damages. When any particular part of the work is being carried on by CITY by contract or otherwise under the provisions of this section, CONTRACTOR shall continue the remainder of the work in conformity with the terms of the Contract and in such manner as not to hinder or interfere with the performance of workmen employed as above provided by CITY or Surety.

47. **ABANDONMENT BY CITY:** In case CITY 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 CONTRACTOR, then 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 would have not been included in payments to CONTRACTOR and have not been wrought into the work. And thereupon DESIGN TEAM shall make an estimate of the total amount earned by 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 CONTRACTOR to carry the whole work to completion and which cannot be utilized. The DESIGN TEAM shall then make a final statement of the balance due CONTRACTOR by deducting from the above estimate all previous payments by CITY and all other sums that may be retained by CITY under the terms of this Agreement and shall certify same to CITY who shall pay to CONTRACTOR on or before thirty (30) days after the date of the notification by

CONTRACTOR the balance shown by said final statement as due CONTRACTOR, under the terms of this Agreement.

48. FAILURE TO COMPLETE WORK ON TIME: If CONTRACTOR fails to complete the Contract in the number of calendar days bid or the calendar date specified in the Bid, the time charge will be made for each calendar day thereafter.

The time set forth in the proposal for the completion of the work is an essential element of the Contract. For each calendar day under the conditions described in the preceding paragraph that any work shall remain incomplete after the expiration of the calendar days allowed, the amount per day given in the following schedule will be deducted from the money due or to become due CONTRACTOR, not as a penalty, but as liquidated damages for the added expense of CITY staff, DESIGN TEAM and inspection involvement:

FOR AMOUNT OF CONTRACT	AMOUNT OF LIQUIDATED DAMAGES
$25,000 or less	$ 150
$25,001 to $100,000	$ 250
$100,001 to $1,000,000	$ 500
$1,000,001 to $10,000,000	$ 1,000
More than $10,000,000	$2,500

In the alternative, if the actual damages are capable of being determined, those damages shall be deducted from the amounts due CONTRACTOR instead of the liquidated damages amount, and a notation of such damages shall be made at the time of payment, if not agreed upon earlier.

49. REJECTED MATERIALS: All materials which have been rejected or condemned by CITY, DESIGN TEAM or inspector shall be immediately removed from the work site at CONTRACTOR'S expense.

50. MATERIALS AND WORKMANSHIP:
No material which has been used by CONTRACTOR for any temporary purpose whatsoever is to be incorporated in the permanent structure. Where materials or equipment are specified by a trade or brand name, it is not the intention of CITY to discriminate against an equal product of another manufacturer, but rather to set a definite standard of quality of 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 item referred to shall be proper, the equivalent of or equal to some other item in the opinion or judgment of CITY and DESIGN TEAM. 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 specification in connection with a material, manufactured article or process, unless a substitute shall be approved in writing by CITY and DESIGN TEAM, CITY and DESIGN TEAM shall have the right to require the use of such specifically designated material, article or process.

51. STORAGE: Materials delivered to the site of the work in advance of their use shall be stored so as to cause the least inconvenience to the public and in a manner satisfactory to CITY and DESIGN TEAM or per project specifications.

52. REMOVAL OF DEFECTIVE AND UNAUTHORIZED WORK: All work which has been rejected or condemned shall be repaired, or if it cannot be repaired satisfactorily, it shall be removed and replaced at CONTRACTOR'S expense. Defective materials shall be immediately removed from the site of the work. Work done without proper inspection or any extra or unclassified work done without written authority and prior agreement in writing as to prices, shall be done at CONTRACTOR'S risk, and will be considered unauthorized, and at the option of DESIGN TEAM, may not be measured and paid for, and may be ordered removed at CONTRACTOR'S expense.

53. ACCESS TO CONSTRUCTION SITE: It is CONTRACTOR'S responsibility to provide all-weather access to the construction site at no extra pay unless noted otherwise under separate items. CONTRACTOR shall provide all-weather access to City inspectors, Materials testing staff and Emergency response vehicles and personnel throughout the construction period. CONTRACTOR shall restore all disturbed construction areas to pre-construction condition or better at no extra pay.

54. PROJECT CLEAN-UP: CONTRACTOR shall be aware that keeping the project site in a neat and orderly condition is considered an integral part of the contracted work and as such shall be considered subsidiary to the appropriate bid items. Clean up work shall be done as need or directed by CITY and/or DESIGN TEAM as the work progresses. If, in the opinion of CITY and/or DESIGN TEAM it is necessary, clean-up shall be done on a daily basis.

Clean up work shall include, but not be limited to:

- Removing the trash, paper, rubbish and debris resulting from operations
- Sweeping streets clean of dirt or debris
- Alleviating any dust nuisance in the work area
- Storing excess material in appropriate and organized manner

- Keeping trash of any kind off of property not in the work area

If CITY and/or DESIGN TEAM does not feel that the jobsite has been kept in an orderly condition, on the next estimate payment (and all subsequent payments until completed) the appropriate bid item(s) will be reduced by 25%.

Upon completion of the work and before final acceptance and final payment shall be made, CONTRACTOR shall completely clean and remove from the site of the work all equipment, construction materials, surplus and discarded materials, temporary structures and debris of every kind. CONTRACTOR shall leave the site of the work in a neat and orderly condition equal to that which originally existed, or as called for in the Contract Documents. Surplus and waste materials removed from the site of the work shall be disposed of at locations satisfactory to CITY and/or DESIGN TEAM, and at CONTRACTOR'S sole cost.

55. **CLEANUP FOR FINAL ACCEPTANCE:** CONTRACTOR shall make a final cleanup of all parts of the work before final acceptance by CITY and DESIGN TEAM. This cleanup shall restore the site of the work to an orderly manner true to original grade and appearance. Impacts shall not be made to adjacent private or public property without written permission filed with CITY.

56. **WATER FOR CONSTRUCTION:** At the expense of CITY, the water required for construction may be obtained by CONTRACTOR from the water system of CITY by making arrangements with the City of Sanger's Parks and Recreation Department (940.458.2718).

57. **PROJECT MAINTENANCE:** CONTRACTOR shall maintain and keep in good repair the improvements covered by the Contract Documents during the life of the Contract and for a period of one year after completion and acceptance of the project by the City of Sanger. During such time he shall, at his own expense, furnish all labor, materials, tools and equipment required and shall make such repairs and renewals or shall perform such work or reconstruction as may be necessary by any structural or functional defect or failure resulting from neglect, faulty workmanship or faulty materials in any part of the work performed by him.

    Notice to CONTRACTOR that repairs, renewals or reconstruction is required under this provision of the Contract may be made in the form of any written or electronic correspondence, signed by CITY or DESIGN TEAM.

    CONTRACTOR is responsible to take immediate action to fix or repair any utility outage or hazardous condition due to construction failure within four (4) hours after notification. In case CONTRACTOR is not able to fulfill this responsibility, CITY will take the necessary action to correct the problem. The cost of such action(s) will be paid by CONTRACTOR.

58. **PROTECTION OF SITE, EXISTING STRUCTURES AND UTILITIES:** CONTRACTOR shall protect all existing conditions including, but not limited to, structures, walks, pipelines, sprinkler systems, trees, shrubbery, lawns, utilities, facilities and other improvements during the progress of his work and shall remove from the site all debris and unused materials at CONTRACTORS' expense.

59. **LOCATION AND PROTECTION OF EXISTING STRUCTURES AND UTILITIES:**
    In the preparation of plans and specifications, DESIGN TEAM has endeavored to indicate the location of existing underground utility lines, which are known. No attempt has been made to show minor lines or service lines; however, it is not guaranteed that all major lines or structures have been shown on the plans. Prior to the start of construction, CONTRACTOR shall communicate with local representatives of the utility companies, including, but not limited to, Gas Company, Telephone Company, Electric Company, Cable Company, and any other public and private utility companies, and advise said representatives of the route of the proposed construction in order to obtain the assistance of the utility companies in the location of and in the avoidance of the conflicts with utility lines. CONTRACTOR shall uncover and determine the elevation and location of all conflicts well ahead of any excavation.

    Where excavation endangers adjacent structures and utilities, CONTRACTOR shall, at his own expense, carefully support and protect all such structures and/or utilities so that there will be no failure or settlement. Where it is necessary to move services, poles, guy wires, pipelines, or other obstructions, CONTRACTOR shall notify and cooperate with the structure and/or utility OWNER.

    In case damage to any existing structure or utility occurs, whether failure or settlement, CONTRACTOR shall restore the structure or utility to its original condition and position at the sole expense of CONTRACTOR. All costs of temporarily or permanently supporting or relocating conflicting structures or utilities shall be borne by CONTRACTOR.

    Prior to commencing construction, CONTRACTOR shall furnish the utility owners of such known utilities with copies of the plans showing the proposed construction. As the construction commences and progresses, it shall be CONTRACTOR'S responsibility to make arrangements with the utility owners of such utilities to uncover them or otherwise confirm their location if there appears to be any probability of conflict with the proposed project under construction. The cost of uncovering and locating such utilities shall be borne by CONTRACTOR unless the utility

company involved takes care of it or unless payment to CONTRACTOR for such work is specifically provided in the Contract Documents.

If any such existing utilities are in direct physical conflict with the proposed project being constructed, CONTRACTOR may be compensated for extra work if approved by CITY that CONTRACTOR is required to perform to resolve such conflict. CONTRACTOR will not be allowed extra compensation on the basis of inconveniences resulting from working near such utilities that are close to, but not in direct conflict with the project, however. CONTRACTOR shall also be responsible for notifying the owner of such utility or any damages resulting from work by CONTRACTOR.

60. **CONSTRUCTION MEANS AND METHODS:** CONTRACTOR shall abide by all applicable federal, state and local laws governing construction and related activities. All construction work shall meet Occupational Safety and Health Administration (OSHA) standards that are in effect at the time of Bid Opening.

61. **PROPERTY LINES AND MONUMENTS:** CONTRACTOR shall protect all property corner markers and when 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 CONTRACTOR by a Surveyor Registered in the State of Texas.

62. **BARRICADES AND DANGER SIGNALS:** Where the work is carried on in or adjacent to any street, alley or public place, CONTRACTOR shall furnish, erect, maintain, and remove such barricades, fences, lights, control signs and other danger signals; shall provide such watchmen and shall take such other precautionary measures for the protection of persons or property and of the work as are necessary. Barricades shall conform to the Texas Manual on Uniform Traffic Control Devices, Latest Edition. From sunset to sunrise, CONTRACTOR shall furnish and maintain sufficient lights at each barricade. A sufficient number of barricades or linear feet of fencing shall be erected to keep vehicles from being driven on or into any work under construction.

CONTRACTOR shall furnish watchmen in sufficient number as required to protect the work when/where applicable. All items associated with traffic control shall be included at no extra pay unless specified otherwise in the Contract Documents.

CONTRACTOR must notify the Parks and Recreation Department (940.458.2718) prior to the removal and/or installation of any permanent signs.

CONTRACTOR will be held responsible for all damage to the work due to the failure of barricades, signs, lights and watchmen to protect it, and whenever evidence is found of such damage, CITY and/or DESIGN TEAM may order the damaged portion immediately removed and replaced by CONTRACTOR at his cost and expense. CONTRACTOR'S responsibility for the maintenance of barricades, signs and lights and for providing watchmen shall not cease until CITY has accepted the project.

63. **TESTING OF MATERIALS:** The CITY shall provide geotechnical and structural testing for all projects unless specified otherwise. CONTRACTOR shall be responsible for notifying CITY's testing firm at least 24 hours prior to any required testing. CONTRACTOR shall coordinate all testing activities with CITY and its inspector and shall facilitate testing firm staff throughout the construction period. The inspector shall be present during all testing. All pipe, fittings, and other construction materials shall be inspected for defects and conformance to City of Sanger Standards prior to placement, installation, or erection.

All testing results will be submitted to CONTRACTOR, DESIGN TEAM and CITY within 5 days of testing. The CITY and DESIGN TEAM shall make final decision as to the validity of all testing results.

CONTRACTOR shall be responsible for ensuring that materials to be tested are in compliance with all plans and specifications prior to testing. All materials found not to be in compliance with the plans and specifications before and after testing shall be removed and replaced at CONTRACTOR'S expense along with all necessary retesting costs incurred.

SUBMITTAL FORMS

PROPOSAL SUBMITTAL CHECK LIST

Interested parties MUST submit one (1) proposal marked as original, one (1) copy, and one (1) flash drive (a single consolidated electronic file) that includes all of the following items listed below for consideration. The submission should be in the order stated below.

	ITEM	CHECK LIST
1	Proposal Submittal Check List	
2	Bid Proposal Form	
3	Bid Bond	
4	Qualifications Statement	
5	Certificate of Insurance and Indemnification	
6	Historically Underutilized Business Questionnaire	
7	NO BOYCOTT Verification Form	
8	Proposed Construction Schedule	

By my signature I affirm all items as listed above have been completed and submitted as part of my firm's proposal.

Authorized Signature **Title**

Print/Type Name **Date**

BID PROPOSAL

BIDDER: _____

ADDRESS: _____

_____

_____

PHONE: _____

PRIMARY CONTACT: _____

PROJECT IDENTIFICATION:

JOHN PORTER SPORTS PARK SOFTBALL FIELD RENOVATIONS
Parkhill Project No. 8156.22

1. The undersigned Bidder proposes and agrees, if this Proposal is accepted, to enter into an agreement with Owner in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Proposal and in accordance with the other terms and conditions of the Contract Documents.

2. Bidder accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those terms and conditions dealing with the disposition of Proposal guaranty. This Proposal will remain subject to acceptance for 90 calendar days after the day of opening Proposals. Bidder will sign and submit the Agreement with the Bonds and other documents required by the Contract Documents within three (3) calendar days after the date of Owner's Notice of Award.

3. In submitting this Proposal, Bidder represents, as more fully set forth in the Agreement, that:

(a) Bidder has examined copies of all the Contract Documents and of the following Addenda (receipt of which is hereby acknowledged):

Dated	Received	Number
_____	_____	No. 1
_____	_____	No. 2

(b) Bidder has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.

(c) Bidder has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests and studies that pertain to the subsurface or physical conditions at the site or which otherwise may affect the cost, progress, performance or furnishing of the Work as Bidder considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, and no additional examinations, investigations, explorations, tests, reports or similar information or data are or will be required by Bidder for such purposes.

(d) Bidder has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports or similar information or data in respect of said Underground Facilities are or will be required by the Bidder in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents.

(e) Bidder has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.

(f) Bidder has given Architect/Engineer written notice of all conflicts, errors or discrepancies that it has discovered, if any, in the Contract Documents and the written resolution thereof by Engineer is acceptable to Bidder.

(g) This Proposal is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Proposal; Bidder has not solicited or induced any person, firm or corporation to refrain from submitting a Proposal; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.

4. Bidder will complete the Work for the price(s) shown in the following schedule of bid items (Table 1) and within **80** calendar days.

5. Bidder hereby agrees to commence work within ten (10) days after the date of written notice to proceed being provided, and to substantially complete the work on which the Bidder has bid within **80** consecutive calendar days as part of this Proposal. Within 30 additional calendar days after Substantial Completion, all outstanding issues shall be addressed and ready for final payment. All such time restrictions are subject to extensions of time as are provided by the Solicitation Standard Terms Conditions and Special Terms and Conditions.

6. Bidder agrees that the implementation of the Owner's right to delete any portion of the improvements shall not be considered as waiving or invalidating any conditions or provisions of the contract or bonds. Bidder shall perform the Work as altered and no allowances shall be made for anticipated profits.

7. The right is reserved, as the interest of the Owner may require, to reject any and all Proposals and to waive any informality in the Proposals received.

8. Since the Work on this Project is being performed for a governmental body and function, the Owner will issue to Contractor a certificate of exemption for payment for the State Sales Tax on materials incorporated into this Project.

Bidder will complete Work per Contract Documents for the following price(s):

Item No.	Description	Spec Section No.	Estimated Quantity	Unit	Bid Unit Price	Bid Price
General Items						
1.	General conditions		1	LS	$	$
2.	Erosion control SWPPP plan	01 57 23	1	LS	$	$
3.	Clearing/grubbing/demo – Removal of old infield extents	31 10 00; 31 22 16.10	1	LS	$	$
4.	Concrete sidewalk demo	31 10 00	543	SF	$	$
5.	Existing scoreboard removal	02 41 19	3	EA	$	$
6.	Existing foul pole removal	02 41 19	6	EA	$	$
7.	Chain link outfield fence removal	02 41 19; 31 10 00	1	LS	$	$
8.	Erosion control	01 50 00; 01 57 23	1	LS	$	$
	Subtotal					
Softball Field						
9.	Light re-aiming	01 70 00	1	LS	$	$
10.	6" depth topsoil and compost	31 22 16.10	110	CY	$	$
11.	Turfgrass (solid sod)	31 22 16.10; 32 92 00	660	SY	$	$
12.	Irrigation modifications	32 84 00	1	LS	$	$
13.	Infield fine grading and reconditioning	31 22 16.10	1	LS	$	$
14.	6' ht. chain link fence	32 31 13	1130	LF	$	$
15.	Fence top protection	32 33 00	1	LS	$	$
16.	Home plates, base plates and pitcher's rubbers	32 33 00	1	LS	$	$
17.	Foul pole	32 33 00	6	EA	$	$
18.	Scoreboard	32 33 00	3	EA	$	$

Item No.	Description	Spec Section No.	Estimated Quantity	Unit	Bid Unit Price	Bid Price
19.	Concrete curb at backstop wall	32 13 13	365	LF	$	$
20.	Sidewalk	32 13 13	543	SF	$	$
21.	Restripe ADA parking and update ADA signage	32 17 23.95	1	LS	$	$
	Subtotal					
Owner Contingency						
22.	Owner contingency		1	LS	$ 36,000.00	$ 36,000.00
		TOTAL OF ALL UNIT BASE BID ITEMS				**$**
Bid Deduct Alternate One: Reuse existing outfield fencing		**Total Deduct Alternate One**				**$**

BID ITEM SUMMARY

Bid Item 1: General Conditions

1. The Work under this item shall include the establishment of facilities on the project site and the movement of personnel, construction equipment and supplies to the project site or to the vicinity of the project site in order to enable the Contractor to begin work on the contract.
2. The cost of all General Conditions will be measured as a lump sum item and will encompass General Conditions costs for the entire project.

Bid Item 2: Erosion Control SWPPP Plan

1. The Work under this item shall be in accordance with Section 01 57 23 "Temporary Stormwater Pollution Control" in addition to notes provided in Plans. Required items include the following:
   i) Maintenance, inspection, and repair as needed for the duration of the job.
   ii) TCEQ requirements.
   iii) SWPPP Plan, any other BMP indicated in plans of specifications, and any items not listed in proposed as required by City of Sanger.
2. Measurement and payment shall be made on the basis of lump sum item for all materials, labor, and incidentals necessary to complete the Work.

Bid Item 3: Clearing / Grubbing / Demo – Removal of Old Infield Extents

1. The work under this item shall be in accordance with Sections 31 10 00 "Earth Moving" and 31 22 16.10 "Fine Grading for Athletic Field" in addition to details and notes provided in the Plans.
2. Removal items include (but are not limited to) the following:
   i) Removal of full depth of infield surfacing in locations to be converted to turf sod.
3. Measurement and payment shall be made on the basis of lump sum item for all labor and incidentals necessary to complete the Work at all three fields.

Bid Item 4: Concrete Sidewalk Demo

1. The work under this item shall be in accordance with Sections 02 41 19 "Selective Demolition" and 31 10 00 "Site Clearing" in addition to details and notes provided in the Plans.
2. Removal items include (but are not limited to) the following:
   i) Concrete sidewalk.
3. Measurement and payment shall be made on the basis of square feet for all labor and incidentals necessary to complete the Work.

Bid Item 5: Existing Scoreboard Removal

1. The work under this item shall be in accordance with Section 02 41 19 “Selective Demolition” in addition to plans, details and notes provided in Drawings.
2. Removal items include (but are not limited to) the following:
   i) Scoreboard.
   ii) Post.
   iii) Footing.
3. Measurement and payment shall be made on the basis of each scoreboard for all labor and incidentals necessary to complete the Work at all three fields.

Bid Item 6: Existing Foul Pole Removal

1. The work under this item shall be in accordance with Section 02 41 19 “Selective Demolition” in addition to plans, details and notes provided in Drawings.
2. Removal items include (but are not limited to) the following:
   ii) Foul Pole.
   iv) Posts.
   v) Footings.
3. Measurement and payment shall be made on the basis of each foul pole for all labor and incidentals necessary to complete the Work at all three fields.

Bid Item 7: Remove Existing Chain Link Outfield Fence

1. All Work associated with this item shall be in accordance with Section 02 41 19 “Selective Demolition” and Section 31 10 00 "Site Clearing" in addition to plans and notes provided in Drawings.
2. Removal items include (but are no limited to) the following:
   i) Removal of rails, posts, caps, fittings, and footings.
   ii) Price shall include filling in post footings and providing solid sod over abandoned footings.
3. Measurement and payment shall be made on the basis of lump sum bid price for all labor and incidentals necessary to complete the Work at all three fields.

Bid Item 8: Erosion Control

1. All Work associated with this item shall be in accordance with Sections 01 50 00 "Temporary Facilities and Controls" and 01 57 23 "Temporary Stormwater and Pollution Control" in addition to plans, details and notes provided in the Drawings.
2. Measurement and payment shall be made on the basis of lump sum item for all materials, labor and incidentals necessary to complete the Work.

Bid Item 9: Light Re-aiming

1. All Work associated with this item shall be in accordance with Section 01 70 00 "Execution and Closeout Requirements" in addition to manufacturer requirements.
2. Light re-aiming shall include aiming all existing softball field light poles to new field locations to achieve optimum playable light levels.
3. Measurement and payment shall be made on the basis of lump sum price for labor and incidentals necessary to complete the Work at all three fields.

Bid Item 10: Topsoil (6” Topsoil and Compost)

1. All Work associated with this item shall be in accordance with Sections 31 22 16.10 "Fine Grading for Athletic Field" and notes provided in Drawings.
2. Measurement and payment shall be made on the basis of cubic yard bid price for all materials, labor and incidentals necessary to complete the Work at all three fields.

Bid Item 11: Turfgrass (solid sod)

1. All Work associated with this item shall be in accordance with Section 32 92 00 "Turf and Grasses" in addition to plans and notes provided in Drawings.
2. Measurement and payment shall be made on the basis of square yard bid price for all materials, labor and incidentals necessary to complete the Work at all three fields.

Bid Item 12: Irrigation System Modifications

1. All Work associated with this item shall be in accordance with Section 32 84 00 "Planting Irrigation" in addition to plans, details and notes provided in Drawings.
2. Irrigation repair items include (but are not limited to) the following:
   i) Relocate or provide new rotor heads and piping necessary to provide full irrigation coverage at the adjusted infield extents.
   ii) Ensure that full irrigation system is operation with proper coverage at fields.
3. Measurement and payment shall be made on the basis of a lump sum, bid price for "Irrigation System." This price is full compensation for furnishing and installing all components; flushing and testing water lines; furnishing and operating equipment; and labor, tools, and incidentals necessary to complete the work at all three fields.

Bid Item 13: Infield Fine Grading and Reconditioning

1. All Work associated with this item shall be in accordance with Sections 31 22 16.10 "Fine Grading for Athletic Field" in addition to plans and notes provided in Drawings.
2. Infield Reconditioning for this item include (but are not limited to) the following:
   i) Removal of existing infield materials as instructed in Section 31 22 16.10.
   ii) Fine grading of existing infield materials to meet grades identified in grading plan and as required to provide a fully surface draining infield.
   iii) Installation of new infield reconditioner and stabilizer per manufacturer specifications.
3. Measurement and payment shall be made on the basis of lump sum bid price for all labor and incidentals necessary to complete the Work at all three fields.

Bid Item 14: 6’ Ht. Chain Link Fence

1. All Work associated with this item shall be in accordance with Sections 32 31 13 "Chain Link Fences and Gates" in addition to plans, details and notes provided in Drawings.
2. Measurement and payment shall be made on the basis of a linear foot bid price for all materials, labor and incidentals necessary to complete the Work at all three fields.

Bid Item 15: Fence Top Protection

1. All Work associated with this item shall be in accordance with Section 32 33 00 "Site Furnishings" in addition to plans, details and notes provided in Drawings.
2. Fence top protection is to be installed on all existing foul line fencing and foul line gates, and proposed outfield fence.
3. Measurement and payment shall be made on the basis of a lump sum bid price for all materials, labor and incidentals necessary to complete the Work at all three fields.

Bid Item 16: Home Plates, Base Plates, & Pitchers Rubber

1. All Work associated with this item shall be in accordance with Sections 32 33 00 "Site Furnishings" in addition to plans and notes provided in Drawings.
2. Measurement and payment shall be made on the basis of lump sum bid price for all materials, labor and incidentals necessary to complete the Work at all three fields.

Bid Item 17: Foul Pole

1. All Work associated with this item shall be in accordance with Section 32 33 00 "Site Furnishings" in addition to plans, details and notes provided in Drawings.
2. Foul Pole includes (but are not limited to) the following:
   i) Pole.
   ii) Footing.
3. Measurement and payment shall be made on the basis of a per pole bid price for all labor and incidentals necessary to complete the Work.

Bid Item 18: Scoreboard

1. All Work associated with this item shall be in accordance with Section 32 33 00 "Site Furnishings" in addition to plans, details and notes provided in Drawings.
2. Scoreboard includes (but are not limited to) the following:
   i) Scoreboard.
   ii) Pole.
   iii) Hardwired control units.
   iv) Contractor provided delegated design concrete footing sealed by professional Engineer who is licensed in the State of Texas.
3. Measurement and payment shall be made on the basis of a per scoreboard bid price for all materials, delegated design, labor and incidentals necessary to complete the Work.

Bid Item 19: Concrete Curb at Backstop Wall

1. All Work associated with this item shall be in accordance with Section 32 13 13 "Concrete Paving" in addition to plans, details and notes provided in Drawings.
2. Concrete curb includes (but are not limited to) the following:
   i) Concrete curb.
   ii) All reinforcing and dowels as detailed.
3. Measurement and payment shall be made on the basis of a linear foot bid price for all materials, labor and incidentals necessary to complete the Work.

Bid Item 20: Sidewalk

1. All Work associated with this item shall be in accordance with Section 32 13 13 "Concrete Paving" in addition to plans, details and notes provided in Drawings.
2. Sidewalk includes (but are not limited to) the following:
   i) Concrete sidewalk.
   ii) All reinforcing and dowels as detailed.
3. Measurement and payment shall be made on the basis of a square foot bid price for all materials, labor and incidentals necessary to complete the Work.

Bid Item 21: Restripe ADA Parking and Update ADA Signage

1. All Work associated with this item shall be in accordance with Section 32 17 23.95 "Pavement Markings and Signs" in addition to plans, details and notes provided in Drawings.
2. Restriping and ADA signage includes (but are not limited to) the following:
   i) Removal of existing ADA universal markings.
   ii) Restriping ADA stalls.
   iii) Adding ADA “Fine” sign to existing ADA parking sign poles.
3. Measurement and payment shall be made on the basis of a lump sum bid price for all materials, labor and incidentals necessary to complete the Work.

Bid Deduct Alternate 1: Reuse existing outfield fence to new outfield fence location

1. All Work associated with this item shall be in accordance with Section 32 31 13 "Chain Link Fences and Gates" in addition to plans, details and notes provided in Drawings.
2. Moving existing outfield fence includes (but are not limited to) the following:
   i) Reuse and reinstall existing top rails.
   ii) Reuse and reinstall existing chain link mesh.
   iii) Install new corner and line posts.
   iv) Install new concrete fence post footings.
3. Measurement and payment shall be made on the basis of a lump sum bid price for all materials, labor and incidentals necessary to complete the Work.

UNIT PRICE BID

Bidder agrees that, in case additional work or materials installation is authorized by the Owner, the following unit prices will be used in adjusting the contract price. These unit prices shall include all overhead, profit, taxes, material, labor, etc., for a complete installation. Unit prices for adjusting the contract price for less work or materials installation will be ninety (90%) percent of these amounts.

5-inch conc. paving on compacted subgrade, complete and in place, per sq. ft.	$
Concrete curb on backstop wall, complete and in place, per linear. ft.	$
6-foot Ht. chain link fence, complete and in place, per linear. ft.	$
6-inch depth topsoil with compost, complete and in place, per square foot	$
Solid sod, as specified, complete and in place, per sq. ft.	$
Rotor irrigation zone modifications, complete and in place, per square ft.	$
2-inch electric irrigation valve, complete and in place, per each.	$
2-inch brass ball valve, complete and in place, per each.	$

9. Each bidder shall include the following information in this Proposal:

- Anticipated cost of materials to be incorporated in the construction of this Project.
- Anticipated cost of labor, profit, and all other costs for this Project.

	Cost of Materials Incorporated into this Project	Cost of Labor, Profit, etc.	Owner's Contingency	Total Amount Base Bid
Base Bid	$_____	$_____	$_____	$_____

	Cost of Materials Incorporated into this Project	Cost of Labor, Profit, etc.	Total Amount Deduct Alternate One
Bid Deduct Alternate One	$_____	$_____	$_____

10. Each Bidder is required to provide a list of proposed subcontractors, the type of Work to be completed by each such subcontractor and the approximate percentage of contract labor to be completed by each subcontractor. Owner reserves the right to accept or reject any subcontracts and/or amount subcontracted.

Schedule of Subcontracts

	Subcontractor's Name	Type of Work	% of Work
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____
4.	_____	_____	_____
5.	_____	_____	_____

Total % of Work Subcontracted _____

If additional space is necessary to provide a complete listing, please attach such additional pages as may be required.

11. In connection with the major items of materials to be furnished and installed, the particular supplier of equipment and materials, which the undersigned proposed to furnish will be listed in the schedule of Major Material Suppliers found below.

Schedule of Major Materials

	Supplier's Name	Major Items of Materials to be Furnished and Installed
1.	_____	_____
2.	_____	_____
3.	_____	_____
4.	_____	_____
5.	_____	_____

If additional space is necessary to provide a complete listing, please attach such additional pages as may be required.

12. The successful bidder shall furnish a Performance Bond and Payment Bond, on the forms which are attached hereto, in the amount of 100 percent of the contract price from an approved surety company holding a permit from the State of Texas to act as surety (and acceptable according to the latest list of companies holding certificates of authority from the Secretary of the Treasury of the United States) or other surety or sureties acceptable to the OWNER.
In addition, the undersigned will furnish a Maintenance Bond in the amount of 100 percent of the contract sum covering defects of material and workmanship for two (2) calendar years following the Owner's approval and acceptance of the construction.

13. The work, proposed to be done, shall be accepted when fully completed in accordance with the plans and specifications, to the satisfaction of the Engineer and the Owner.

14. The undersigned certifies that the bid prices contained in this Proposal have been carefully checked and are submitted as correct and final.

NOTE: Unit and lump sum prices must be shown in words and figures for each item listed in this Proposal, and in the event of discrepancy, the words shall prevail. In case of ambiguity or lack of clearness in stating prices in the Proposal, the Owner reserves the right to accept the most advantageous construction thereof to the Owner or to reject the bid.

This is a Proposal of _____, a corporation organized and existing under the laws of the State of _____, or a limited partnership organized and existing under the laws of the State of _____, or a

partnership, consisting of _____ or an
Individual doing business as _____.

Seal and Authorization
(If a Corporation)

_____
(Signed)

_____
(Title)

_____
(Street Address)

_____
(City and State)

_____
(Telephone Number)

_____
(Date)

QUALIFICATIONS STATEMENT

CONTRACTOR shall show that he has experience with similar projects that require working at a similar scale and within similar timeframes which will require planning work efforts and means and methods accordingly. CONTRACTOR shall submit a complete list of ALL Municipal and Similar Non-Municipal current and completed projects for the past three (3) years for review. This list shall include the names of project superintendents and project scale, cost, and schedule information.

General Contact Information

Respondent Name and Title: _____

Company: _____

Company Address: _____

Telephone Number: _____

Fax Number: _____

Email Address: _____

Federal Tax ID: _____

Previous Company Names Used or Companies Acquired Within the Previous 10 Years:

_____

_____

_____

Liability Insurance Provider and Limits of Coverage:_____

Workers Compensation Insurance Provider:_____

Surety (Performance and Payment):_____

Address:_____

Contact and Phone:_____

Superintendent and Backup Superintendent: Attach Work Resume on separate sheet(s). The superintendent shall be able to communicate in English and not operate any equipment and have not had any verified job safety violations in the past five years. Attach additional sheet(s) to verify safety record as required. Any variations shall be reviewed by CITY for approval or denial. A job site shall be shut down if proper supervision is not provided.

Superintendent Name _____ Backup Superintendent Name _____

Safety Record – List ALL Verified Violations for Superintendent and Backup Superintendent with explanation, date and action taken to correct future safety violations:

Superintendent

_____

_____

_____

_____

_____

Backup Superintendent

_____

_____

_____

_____

_____

Total Number of Employees to be Associated with this Job:_____

Managerial_____ Administrative_____ Professional_____

Skilled_____ Semi-Skilled_____ Other_____

Percentage of work anticipated to be done by Bidder's Employees
(Based on Dollars Bid):_____

Percentage of work anticipated to be done by Bidder's Subcontractors
(Based on Dollars Bid):_____

Type(s) of work to be done by Bidder's Employees (examples: demolition, masonry, structural steel, drywall, carpentry, millwork, finishes, flooring, framing, concrete paving, structural concrete, waterlines, sanitary sewer lines, storm pipe, storm inlets, excavation, etc.)

_____

_____

_____

Number of Years in Business as a Contractor on Above Types of Works:_____

Information and Type(s) of Work to be done by Sub-Contractors: Include name, address, phone number, references and similar work experience of each sub-contractor. Use additional sheets if needed.

Type of Work Sub-Contractor

_____

_____

_____

_____

_____

Previous Projects: List of completed projects of similar type work for the past five (5) years. (Use additional sheets if necessary.)

1. Project: _____

Any Litigation Issues: Yes or No (Circle One) If Yes, explain: _____

_____

_____

Any Verified Safety Violations: Yes or No (Circle One) If Yes, explain: _____

_____

Detailed Project Description: _____

_____

Owner/Agency: _____

Year Started: _____ Contract Price: _____

Contact Person: _____ Phone: _____

2. Project: _____

Any Litigation Issues: Yes or No (Circle One) If Yes, explain: _____

_____

_____

Any Verified Safety Violations: Yes or No (Circle One) If Yes, explain: _____

_____

Detailed Project Description: _____

_____

Owner/Agency: _____

Year Started: _____ Contract Price: _____

Contact Person: _____ Phone: _____

3. Project: _____

Any Litigation Issues: Yes or No (Circle One) If Yes, explain: _____

_____

_____

Any Verified Safety Violations: Yes or No (Circle One) If Yes, explain: _____

_____

Detailed Project Description: _____

_____

Owner/Agency: _____

Year Started: _____ Contract Price: _____

Contact Person: _____ Phone: _____

4. Project: _____

Any Litigation Issues: Yes or No (Circle One) If Yes, explain: _____

_____

_____

Any Verified Safety Violations: Yes or No (Circle One) If Yes, explain: _____

_____

Detailed Project Description: _____

_____

Owner/Agency: _____

Year Started: _____ Contract Price: _____

Contact Person: _____ Phone:_____

5. Project:_____

Any Litigation Issues: Yes or No (Circle One) If Yes, explain: _____

_____

_____

Any Verified Safety Violations: Yes or No (Circle One) If Yes, explain: _____

_____

Detailed Project Description: _____

_____

Owner/Agency: _____

Year Started: _____ Contract Price: _____

Contact Person: _____Phone: _____

Current Projects: List active projects of similar type work:

1. Project: _____

Percent Complete: _____

Any Litigation Issues: Yes or No (Circle One) If Yes, explain: _____

_____

_____

Any Verified Safety Violations: Yes or No (Circle One) If Yes, explain: _____

_____

Detailed Project Description: _____

_____

Owner/Agency: _____

Year Started: _____ Contract Price: _____

Contact Person: _____ Phone: _____

2. Project: _____

Percent Complete: _____

Any Litigation Issues: Yes or No (Circle One) If Yes, explain: _____

_____

_____

Any Verified Safety Violations: Yes or No (Circle One) If Yes, explain: _____

_____

Detailed Project Description: _____

_____

Owner/Agency: _____

Year Started: _____ Contract Price: _____

Contact Person: _____ Phone: _____

3. Project: _____

Percent Complete:_____

Any Litigation Issues: Yes or No (Circle One) If Yes, explain: _____

_____

_____

Any Verified Safety Violations: Yes or No (Circle One) If Yes, explain: _____

_____

Detailed Project Description: _____

_____

Owner/Agency: _____

Year Started: _____ Contract Price: _____

Contact Person: _____ Phone: _____

References: Use a separate sheet if needed.

Trade references (List Company, Address, Contact Person, and Phone):

_____

_____

_____

_____

Bank References (List Institution, Address, Contact Person, and Phone)

_____

_____

_____

Municipal References (List Municipality, Address, Contact Person, and Phone)

_____

_____

Claims and Suits (if the answer to any of the following questions is yes, please attach details):

1. Has your organization ever failed to complete any work awarded to it?_____

2. Are there any judgments, claims, arbitration proceedings, or suits pending or outstanding against your organization or officers?_____

3. Has your organization filed any lawsuits or requested arbitration with regard to construction contracts within the last five years?_____

4. Within the last five (5) years, has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a construction contract?
_____

The undersigned agrees that the information provided is accurate and complete.

_____	_____
Authorized Signature	**Title**
_____	_____
Print/Type Name	**Date**

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) QUESTIONAIRE

A Historically Underutilized Business (HUB) is a for-profit entity that has not exceeded the size standards prescribed by 34 TAC §20.23, and has its principal place of business in Texas, and is at least 51% owned by an Asian Pacific American, Black American, Hispanic American, Native American, American woman and/or Service Disabled Veteran, who reside in Texas and actively participate in the control, operations and management of the entity's affairs.

1. Is your business a certified historically underutilized business (HUB) or Disadvantaged Business Enterprise (DBE)?

☐ Yes ☐ No

2. Please provide the certifying agency name:

Certifying Agency:_____

3. I have included a copy of my certification as an attachment to my proposal:

☐ Yes ☐ No

By my signature I affirm the information provided on this form is accurate to the best of my knowledge.

Authorized Signature	**Title**
Print/Type Name	**Date**

NO BOYCOTT VERIFICATION FORM

I, _____, the undersigned representative of
(Individual's Name)

_____,
(Business or Company)

Hereinafter referred to as "Company", does hereby verify that the company named above, under the provisions of the laws of the United States and the State of Texas:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract.
3. Does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association.
4. Does will not business with Iran, Sudan or a foreign terrorist organization while providing services to the City.

By my signature I affirm the information provided on this form is accurate to the best of my knowledge.

Authorized Signature	**Title**
Print/Type Name	**Date**

SECTION 01 10 00 - SUMMARY

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Work covered by Contract Documents.
   2. Contractor use of site and premises.
   3. Owner occupancy.
B. Related Requirements:
   1. Other Division 01 Specification Sections apply to Work of this Section.
   2. Section 01 30 00 "Administrative Requirements" for Project information management.

1.2 WORK COVERED BY CONTRACT DOCUMENTS

A. Identification: Porter Park Softball Field Renovations.
B. Location: Sanger, Texas.
C. Without force or effect, Work of Project consists of demolition, earthwork, fencing, infield surfacing, foul poles, scoreboards, concrete sidewalk replacement, ADA striping, turfgrass, and irrigation.

1.3 CONTRACTOR USE OF SITE AND PREMISES

A. Limit use of site and premises to allow:
   1. Owner occupancy.
   2. Use of site and premises by public.
B. Construction Operations: Limited to softball fields. Contractor shall keep existing perimeter concrete trails and playground open to general public.
C. Time Restrictions for Performing Work: Weekdays 7 a.m. to 6 p.m., unless otherwise approved by Owner.
   1. Utility Outages and Shutdown: Coordinate and schedule utility outages/shutdown
   2. Allowed only at previously-agreed-upon times.
   3. Schedule at least 1 week before outage/shutdown.
   4. Submit outage/shutdown request to Architect and Owner itemizing dates, times, and durations of early requested outage/shutdown.

1.4 OWNER OCCUPANCY

A. Owner will occupy premises during construction to conduct normal operations.
B. Cooperate with Owner to minimize conflict, and to facilitate Owner's operations.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

SECTION 01 20 00 - PRICE AND PAYMENT PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Material allowances.
   2. Contingency allowance.
   3. Inspection and testing allowances.
   4. Schedule of Values.
   5. Application for Payment.
   6. Change Procedures.
   7. Alternates.

B. Related Requirements:
   1. Other Division 01 Specification Sections apply to Work of this Section.
   2. Section 01 30 00 "Administrative Requirements" for Project information management.
   3. Section 01 60 00 "Product Requirements" for product substitutions.

1.2 CONTINGENCY ALLOWANCE

A. Include stipulated sum of $36,000.00 for use upon Owner's instruction.

B. Costs Not Included in Contingency Allowance, but included in Contract Sum/Price: Bonds, project insurance (workers comp, auto, general liability, builders risk and other insurances required by Owner/Contractor agreement), overhead, profit, and other expenses contemplated for stated allowance amounts.

C. Funds will be drawn from Contingency Allowance only by Change Order.

D. At closeout of Contract, funds remaining in Contingency Allowance will be credited to Owner by Change Order.

1.3 SCHEDULE OF VALUES

A. Submit typed schedule on AIA Form G703 - Application and Certificate for Payment Continuation Sheet.

B. Submit Schedule of Values in duplicate within 15 days after date of Owner-Contractor Agreement.

C. Format: Utilize Table of Contents of this Project Manual. Identify each line item with number and title of major specification Section . Identify site mobilization, general conditions, bonds, and insurance as separate line items.

D. Include within each line item, a directly proportional amount of Contractor's overhead and profit.

E. Revise schedule to list approved Change Orders, with each Application for Payment.

1.4 APPLICATIONS FOR PAYMENT

A. Submit notarized application on AIA Form G702 - Application and Certificate for Payment and AIA G703 - Continuation Sheet.

B. Content and Format: Utilize Schedule of Values for listing items in Application for Payment.

C. Deposits on Material, Equipment or Products:
   1. Material/Equipment Deposits: Owner will not pay for deposits for material, equipment or products that may be required of Contractor in order to start the fabrication process of work that will eventually be incorporated into the Project but are not actually on the Project site. All material, equipment or products must be on the Project site and properly stored before Owner will make payment to Contractor.
   2. The Owner will make payment for materials, equipment or products that are properly delivered and stored on the Project site for subsequent incorporation into the Project as authorized in Owner-Contractor Agreement.
   3. Owner may consider payment of materials, equipment or products that are properly stored, secured and insured in a third party warehouse within a fifty (50) mile radius of the Project site that are in accordance with the requirements and authorized in Owner-Contractor Agreement.

D. Payment Period: As defined in Owner-Contractor agreement.

E. A complete application for payment includes one copy of waiver of liens from each subcontractor, Construction progress schedule, and submittal schedule, all which are required to process the Application for Payment.

1.5 CHANGE PROCEDURES

A. Architect will advise of minor changes in Work not involving an adjustment to Contract Sum/Price or Contract Time as authorized by Owner/Contractor Agreement by issuing Architect's Supplemental Instructions on Architect's Standard Supplemental Instruction form.

B. Architect may issue a Construction Change Request which includes a detailed description of a proposed change with supplementary or revised Drawings and Specifications and a change in Contract Time for executing change. Contractor will prepare and submit an estimate within seven days.

C. Contractor may propose a change by submitting request for change to Architect. Include reason for change and effect on Contract Sum/Price, Contract Time, and subcontractors. Document requested substitutions in accordance with Section 01 60 00 "Product Requirements."

D. Stipulated Sum/Price Change Order: Based on Proposal Request and Contractor's fixed price quotation or Contractor's request for a Change Order as approved by Architect.

E. Unit Price Change Order: For pre-determined unit prices and quantities, Change Order will be executed on a fixed unit price basis. For unit costs or quantities of units of work which are not pre-determined, execute Work under a Construction Change Directive. Changes in Contract Sum/Price or Contract Time will be computed as specified for Time and Material Change Order.

F. Construction Change Directive: Architect may issue a directive, on AIA Form G713 Construction Change Directive signed by Owner, instructing Contractor to proceed with a change in Work, for subsequent inclusion in a Change Order. Document will describe changes in Work, and designate method of determining any change in Contract Sum/Price or Contract Time. Promptly execute change.

G. Time and Material Change Order:
   1. Submit itemized account and supporting data after completion of change, within time limits indicated in Conditions of the Contract.
   2. Architect will determine change allowable in Contract Sum/Price and Contract Time as provided in Contract Documents.
   3. Maintain detailed records of work done on Time and Material basis.
   4. Provide full information required for evaluation of proposed changes, and to substantiate costs for changes in Work.

H. Change Order Forms: AIA G701 Change Order.
I. Execution of Change Orders: Architect will issue Change Orders for signatures of parties as provided in Conditions of the Contract.
J. Change Order: Furnish an itemized breakdown, in form acceptable to Architect of costs and supporting information including but not limited to quantities and material prices. Tier subcontracted work performed at labor rates, employer payments, and rental rates. Itemize breakdown detail shall be same for subcontractor work. Provide complete supporting information for profit and overhead or markups used when requested. Consider the following items a part of overhead or Contractor's and subcontractor's mark-up and do not include as separate cost item: Labor for Superintendents, Assistant Superintendents, home office personnel, timekeepers, and maintenance mechanics at any level of contracting; individual pieces of equipment, hand tools or instruments having a new value of $500.00 or less, whether or not consumed by use; on site and main offices; modification to record Contract Documents; nor guarantee period costs.

1.6 MEASUREMENT AND PAYMENT - UNIT PRICES

A. Authority: Measurement methods are delineated in individual Specification Sections.
B. Take measurements and compute quantities. Architect will verify measurements and quantities.
C. Payment Includes: Full compensation for required labor, products, tools, equipment, plant, transportation, services, and incidentals; erection, application or installation of an item of Work; insurance, overhead, and profit.
D. Defect Assessment: Replace Work, or portions of Work, not conforming to specified requirements. If Owner agrees that it is not practical to remove and replace Work, Architect will direct an appropriate remedy or adjust payment.

1.7 ALTERNATES

A. Alternates quoted on Bid Forms will be reviewed and accepted or rejected by Owner. Accepted Alternates will be identified in Owner-Contractor Agreement.
B. Coordinate related work and modify surrounding work as required.
C. Schedule of Alternates:
    1. Deduct Alternate No. 1: Move existing outfield fence to new 225-foot outfield fence location identified on Drawings. Contractor shall reuse top and bottom rails and mesh. Contractor shall install new fence posts, clips, and concrete footings.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

SECTION 01 30 00 - ADMINISTRATIVE REQUIREMENTS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
1. Project Information Management.
2. Coordination.
3. Survey.
4. Electronic drawing file (digital data) request.
5. Submittal schedule.
6. Preconstruction meeting.
7. Request for information.
8. Site mobilization meeting.
9. Progress meetings.
10. Preinstallation meetings.
11. Cutting and patching.
12. Alteration Project procedures.

B. Related Sections:
1. Other Division 01 Specification Sections apply to Work of this Section.

1.2 PROJECT INFORMATION MANAGEMENT

A. Project Website:
1. Use Newforma Info Exchange; https://projects.team-psc.com/UserWeb/Login to send and receive Project information.
2. Contact Architect to setup name and password information.
3. If this Project is not listed when logged in, contact Architect to add this Project to your account.

B. Project information includes, but is not limited to, the following:
1. Product Submittals.
2. Requests for Information (RFI).
3. Applications for Payment.
4. Schedules.
5. Construction Change Requests (CCRs).
6. Closeout Documents.
7. Construction Document Files.
   a. Weather Days.
   b. Electronic File Requests.
   c. Correspondence.
   d. Test Reports.
   e. Meeting Minutes.
   f. Field Reports.

1.3 COORDINATION

A. Coordinate scheduling, submittals, and Work to assure efficient and orderly sequence of installation of construction elements.
B. Verify that utility requirements and characteristics of operating equipment are compatible with building utilities. Coordinate work of various Sections having interdependent responsibilities for installing, connecting to, and placing in service, such equipment.
C. Coordinate space requirements and installation of mechanical and electrical work which are indicated diagrammatically on Drawings. Follow routing shown for pipes, ducts, and conduit, as closely as practicable; place runs parallel with line of building. Utilize spaces efficiently to maximize accessibility for other installations, for maintenance, and for repairs.
D. In finished areas, except as otherwise indicated, conceal pipes, ducts, and wiring within construction. Coordinate locations of fixtures and outlets with finish elements.
E. Items which require electrical connections shall be coordinated with anufacturer's stated Electrical Requirements for:
    1. Voltage.
    2. Phase.
    3. Ampacity.
    4. Number and size of wires.
    5. Wiring diagrams.
    6. Starter size, details, and location.
    7. Control devices and details.
F. Coordinate completion and clean-up of Work of separate Sections in preparation for Substantial Completion .
G. After Owner occupancy of premises, coordinate access to site with Owner for correction of defective Work and Work not in accordance with Contract Documents, to minimize disruption of Owner's activities.

1.4 SURVEY

A. Employ surveyor registered in the State of Texas to locate survey control and reference points.
B. Protect survey control and reference points.
C. Control datum for survey is that shown on Drawings.
D. Verify set-backs and easements, and confirm Drawing dimensions and elevations.
E. Provide field surveying services. Establish elevations, lines, and levels, utilizing recognized surveying practices.
F. Submit registered site drawing and certificate signed by registered surveyor that elevations and locations of Work are in conformance with Contract Documents.

1.5 ELECTRONIC DRAWING FILE (DIGITAL DATA) REQUEST

A. During Procurement Phase:
    1. Bidders and Proposers may purchase a Digital Data file. Digital Data file will be provided in software release currently used by Primary Designer. File will be provided via Primary Designer's Project website.

2. AutoCAD drawing files (.dwg) are available for purchase from Primary Designer upon request. Cost of files are indicated below plus applicable tax.
   a. 1 - 3 Sheets: $100.00 per sheet.
   b. 4 - 6 Sheets: $400.00 flat fee.
   c. 7 - 9 Sheets: $500.00 flat fee.
3. Prior to delivery of file(s), purchaser shall sign a Digital Data Licensing Agreement. Payment for Digital Data file(s) shall occur upon delivery of file to purchaser.
4. Digital Data file(s) shall be used only for preparing Bids and Proposals required by this Project and shall not be used in any other form, in whole or in part.

B. Upon Award of Contract:
1. Contractor shall sign a Digital Data Licensing Agreement (AIA C106-2013) for the release of electronic files. Upon Contractor submitting the executed Agreement to the Primary Designer, the Primary Designer will provide Contractor one (1) electronic copy of the AutoCAD (.dwg) file(s), and Portable Document Format (.pdf) file(s) within 5 working days. Files and Formats to be as follows:
   a. Landscape: Overall master file in AutoCAD format.
      1) Overall Site Plan with grading, flatwork, irrigation, and planting plans.
      2) All details, detail annotation and references are omitted and not part of the AutoCAD file.
2. Conformed Construction Documents: If Conformed Construction Documents are required by Owner/Primary Designer Agreement, they will be provided in PDF. Conformed Construction Documents are the Drawings and Specifications modified to include any Addenda issued before execution of the Contract.
   a. To the extent Conformed Construction Documents are provided to Contractor, the following provisions shall apply:
      1) The Conformed Construction Documents and related information contained therein, are provided for Contractor's convenience only, and does not relieve Contractor from the requirements of the Contract Documents. Specifically, to the extent that any discrepancy or conflict exists between the Issue for Bid documents, including any Addenda issued prior to execution of the Contact or Modifications issued after the execution of the Contact on the one hand, and the Conformed Construction Documents on the other; the Issue for Bid documents, Addenda, and Modifications shall control unless otherwise specified in writing by the Primary Designer.
      2) Contractor shall not use such drawings, documents, or other data, in whole or in part, for any purpose or project other than this Project in the preparation of Shop Drawings and other submittals.
      3) Contractor acknowledges that such drawings, documents, and other data are subject to change or modification. Contractor shall be responsible for updating any drawings, documents, or other data obtained prior to use by them for any purpose.
      4) Any Conformed Construction Documents, including any Drawings, Specifications, documents, or other data related thereto are provided "as is" without representation or warranty by Primary Designer, either expressed or implied.

5) Contractor acknowledges that Conformed Construction Documents provided by Primary Designer are as a courtesy to Contractor, at their specific request, and accordingly, CONTRACTOR HEREBY AGREES TO RELEASE, HOLD HARMLESS, DEFEND AND INDEMNIFY PRIMARY DESIGNER AND OWNER FROM ANY AND ALL CLAIMS, DEMANDS, OR CAUSES OF ACTION, WHICH CONTRACTOR OR ANY THIRD PARTY MAY HAVE BY REASON OF ANY INJURY OR DAMAGE SUSTAINED BY CONTRACTOR OR THIRD PARTY ARISING OUT OF OR IN ANY WAY RELATED TO THE USE OF SUCH CONFORMED CONSTRUCTION DOCUMENTS.

1.6 SUBMITTAL SCHEDULE

A. Prepare submittal schedule in accordance with General Conditions of the Contract for Construction.
B. Include in submittal schedule all submittals and samples required by all section of this Project Manual and any additional submittals required by Contractor to construct the Project.
C. Submit submittal schedule for Architect's review within 15 days after date established in Notice to Proceed or with the first Application for Payment, whichever is sooner. Failure to submit submittal schedule with the first Application for Payment will be cause for not processing Application for Payment.

1.7 PRECONSTRUCTION MEETING

A. Architect will schedule a meeting after Notice to Proceed.
B. Attendance Required:
    1. Owner.
    2. Architect.
    3. Contractor.
    4. Major subcontractors.
C. Agenda:
    1. Submission of executed bonds and insurance certificates.
    2. Distribution of Contract Documents.
    3. Submission of list of subcontractors, list of products, Schedule of Values, submittal schedule, and progress schedule.
    4. Designation of personnel representing each party in Contract and Architect.
    5. Procedures and processing of field decisions, submittals, substitutions, applications for payments, proposal request, Change Orders, Request for Information (RFI), and Contract closeout procedures.
    6. Review Notice to Proceed (NTP) and Substantial Completion Dates.
    7. Surface drainage requirements (SWPPP).
    8. Scheduling:
        a. Use of premises by Owner and Contractor.
        b. Owner's requirements and occupancy.
        c. Survey and building layout.
        d. Security and housekeeping procedures.
        e. Construction progress meetings.
        f. Procedures for testing.
        g. Procedures for maintaining record documents.

h. Requirements for start-up of equipment.
i. Inspection and acceptance of equipment put into service during construction period.

9. Scheduling activities of Construction Material Testing (CMT) lab.

D. Record minutes and distribute copies within 3 days after meeting to participants with two copies to Architect and those affected by decisions made.

1.8 REQUEST FOR INFORMATION

A. Request for information (RFI) requests from subcontractors or material suppliers will not be considered. All RFI's must be submitted by Contractor.
B. RFI's must be submitted to Architect via software as indicated in paragraph 1.2.A
C. Information indicated on RFI shall be complete before submission. If Architect determines that request can be answered with information provided, Architect will assign an RFI tracking number. Requests determined by Architect not to be an RFI will be returned to Contractor electronically and deleted from Architect's electronic tracking software without being assigned an RFI tracking number. A transmittal document returning the denied RFI request will be provided with a response indicating action to be taken by Contractor.
D. RFIs may contain more than one item when items are related issues. Otherwise, only one item shall be addressed on each RFI request.
E. Allow seven (7) days for Architect's response to each RFI.
F. Response to RFI will be issued to Contractor and Owner per Section 01 33 00 "Submittal Procedures."
G. Responses from Architect are not changes unless issued with a change per Section 01 20 00 "Price and Payment Procedures."

1.9 PROGRESS MEETINGS

A. Schedule and administer meetings throughout progress of Work at minimum bi-monthly intervals.
B. Make arrangements for meetings, prepare agenda with copies for participants, and preside at meetings.
C. Attendance Required:
1. Owner.
2. Job superintendent.
3. Major subcontractors.
4. Suppliers.
5. Architect as appropriate to agenda topics for each meeting.
D. Agenda:
1. Review minutes of previous meetings.
2. Review of Work progress.
3. Field observations, problems, and decisions.
4. Identification of problems which impede planned progress.
5. Review of submittals schedule and status of submittals.
6. Review of off-site fabrication and delivery schedules.
7. Maintenance of progress schedule.
8. Corrective measures to regain projected schedules.
9. Planned progress during succeeding work period.
10. Coordination of projected progress.
11. Maintenance of quality and work standards.
12. Effect of proposed changes on progress schedule and coordination.
13. Other business relating to Work.

E. Record minutes, and distribute copies within 3 days to Architect, participants, and those affected by decisions made.

1.10 PREINSTALLATION MEETING

A. When required in individual specification Sections, convene a preinstallation meeting at site prior to installing Work.
B. Require attendance of parties directly affecting, or affected by, Work.
C. Notify Architect 4 days in advance of meeting date.
D. Prepare agenda and preside at meeting.
   1. Review conditions of installation, preparation and installation procedures.
   2. Review coordination with related work.
E. Record minutes, and distribute copies within three days after meeting to participants, with 3 copies to Architect.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 EXAMINATION

A. Verify that existing site conditions and substrate surfaces are acceptable for subsequent Work. Beginning new Work means acceptance of existing conditions.
B. Verify that existing substrate is capable of structural attachment of new Work being applied or attached.
C. Examine and verify specific conditions described in individual Specification Sections.
D. Verify that utility services are available, of correct characteristics, and in correct location.

3.2 PREPARATION

A. Clean substrate surfaces prior to applying next material or substance.
B. Seal cracks or openings of substrate prior to applying next material or substance.
C. Apply any manufacturer required or recommended substrate primer, sealer, or conditioner prior to applying any new material or substance in contact or bond.

3.3 CUTTING AND PATCHING

A. Employ skilled and experienced installer to perform cutting and patching.
B. Submit request in advance of cutting or altering elements which affects:
   1. Structural integrity of element.
   2. Integrity of weather-exposed or moisture-resistant elements.
   3. Efficiency, maintenance, or safety of element.
   4. Visual qualities of sight-exposed elements.
   5. Work of Owner or separate contractor.
C. Execute cutting, fitting, and patching including excavation and fill, to complete Work, and to:
   1. Fit several parts together, to integrate with other Work.
   2. Uncover Work to install or correct ill-timed Work.
   3. Remove and replace defective and non-conforming Work.

4. Remove samples of installed Work for testing.
5. Provide openings in elements of Work for penetrations of mechanical and electrical Work.

D. Execute Work by methods which will avoid damage to other Work, and provide proper surfaces to receive patching and finishing.
E. Cut rigid materials using masonry saw or core drill.
F. Restore Work with new products in accordance with requirements of Contract Documents.
G. Fit Work tight to pipes, sleeves, ducts, conduit, and other penetrations through surfaces.
H. Maintain integrity of wall, ceiling, or floor construction; completely seal voids.
I. Refinish surfaces to match adjacent finishes. For continuous surfaces, refinish to nearest intersection. For an assembly, refinish entire unit.
J. Identify any hazardous substance or condition exposed during Work to Architect for decision or remedy.

3.4 ALTERATION PROJECT PROCEDURES

A. Materials: As specified in product Sections; match existing products and work for patching and extending work.
B. Employ skilled and experienced installer to perform cutting and patching.
C. Close openings in exterior surfaces to protect existing work from weather and extremes of temperature and humidity.
D. Remove, cut, and patch work in a manner to minimize damage and to provide a means of restoring products and finishes to original condition unless otherwise specified.
E. Refinish visible existing surfaces to remain in renovated rooms and spaces, to specified condition for each material, with a neat transition to adjacent finishes.
F. Where new work abuts or aligns with existing, perform a smooth and even transition. Patched work to match existing adjacent work in texture and appearance.
G. When finished surfaces are cut so that a smooth transition with new work is not possible, terminate existing surface along a straight line at a natural line of division and submit recommendation to Architect for review.
H. Where a change of plane of 1/4-inch or more occurs, submit recommendation for providing a smooth transition for Architect review.
I. Patch or replace portions of existing surfaces which are damaged, lifted, discolored, or showing other imperfections.
J. Finish surfaces as specified in individual product Sections.

END OF SECTION

SECTION 01 33 00 - SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Submittal procedures.
   2. Resubmittal requirements.
   3. Construction progress schedules.
   4. Proposed products list.
   5. Shop drawings.
   6. Product data.
   7. Samples.
   8. Design data.
   9. Test reports.
   10. Certificates.
   11. Manufacturers' instructions.
   12. Manufacturers' field reports.
   13. Erection drawings.
   14. Construction photographs.

B. Related Requirements:
   1. Other Division 01 Specification Sections apply to Work of this Section.
   2. Section 01 30 00 "Administrative Requirements" for Project information management.
   3. Section 01 40 00 "Quality Requirements" for manufacturers' field services and reports; Testing Laboratory Services.
   4. Section 01 70 00 "Execution and Closeout Requirements" for Contract warranty, manufacturer's certificates, and closeout submittals.

1.2 SUBMITTAL PROCEDURES

A. Submit to Architect for review for limited purpose of checking for conformance with information given and design concept expressed in Contract Documents.

B. Produce copies and distribute in accordance with this Article.

C. Use Project website to submit record documents as described in Section 01 70 00 "Execution and Closeout Requirements."

D. Transmit each submittal separately with Contractor's standard transmittal letter including Contractor's name, address, and phone number. Each submittal shall contain only one Specification Section.

E. Sequentially number transmittal forms using Section number or Contractors other sequential numbering system.

F. Identify Project, Contractor, subcontractor, or supplier; pertinent drawing sheet and detail number(s), and Specification Section number appropriate to submittal.

G. Apply Contractor's stamp, signed or initialed certifying that review, verification of products required, field dimensions, adjacent construction Work, and coordination of information, is in accordance with requirements of Work and Contract Documents.

H. Schedule submittals to expedite Project, and deliver to Architect. Coordinate submission of related items.

I. For each submittal for review, allow 15 days excluding delivery time to and from Contractor.
J. Identify variations from Contract Documents and product or system limitations which may be detrimental to successful performance of completed Work. Information, comments, field verifications, responses, or other notations marked on submittals by Contractor shall be done in blue or green colors only.
K. Allow space on submittals for Contractor and Architect's review stamps.
L. Distribute copies of reviewed submittals to concerned parties. Instruct parties to promptly report any inability to comply with provisions.
M. Submittals not requested will not be recognized or processed.
N. Format:
    1. Submit all submittals digitally using .PDF file extension. Each submittal shall be a single .PDF file including transmittal letter. Multiple files for same submittal will not be accepted.
    2. Submittals in any other format, including .ZIP files, will be rejected.
    3. Hard copies will not be accepted.
    4. To ensure each page is legible, .PDF pages of drawings shall be same size/scale as a hard copy. Where applicable, scale symbols should be provided to indicate scale. Illegible submittals will be rejected.
    5. Uploaded submittals to Project website.
O. Submittal procedures described in this Article applies to construction progress schedule, products list, shop drawings, product data, samples (actual samples and digital files of same), design data, test reports, certificates, manufacturer's instructions and field reports, erection drawings, and any other type of submittal submitted to Architect.

1.3 RESUBMITTAL REQUIREMENTS

A. Revise and resubmit submittals, as required, and resubmit to meet requirements as specified and as noted on submittal reviews.
B. Mark as RESUBMITTAL.
C. Re-use original transmittal number and supplement with sequential alphabetical or numeric suffix for each re-submittal.

1.4 CONSTRUCTION PROGRESS SCHEDULES

A. Submit initial progress schedule for Architect's review within 15 days after date established in Notice to Proceed or with the first Application for Payment, whichever is sooner.
B. Revise and resubmit as required.
C. Submit revised schedule with each Application for Payment, identifying changes since previous version.
D. Submit a horizontal bar chart with separate line for each section of Work, identifying first work day of each week.
E. Indicate product/material manufacturer's lead-time for delivery to site. Include as a separate line for each product/material.
F. Indicate estimated percentage of completion for each item of Work at each submission.

G. Dates reviewed submittals will be required from Architect. Indicate decision dates for selection of finishes. Submit separate schedule of submittal dates for following:
   1. Shop drawings.
   2. Product data.
   3. Samples.
   4. Owner furnished products.
   5. Products identified under Allowances.

H. Determine appropriate lead times to allow for manufacturing and delivery of products/material for incorporation into Work. Indicate product/material manufacturer's lead-time for manufacturing and delivery to site. Include as a separate line for each product/material. Failure to timely submit and process submittals, and ordering of products/materials for delivery to site will not be grounds for approval of substitutions for other products/materials.

I. Revisions to Schedules:
   1. Indicate progress of each activity to date of submittal, and projected completion date of each activity.
   2. Identify activities modified since previous submittal, major changes in scope, and other identifiable changes.
   3. Prepare narrative report to define problem areas, anticipated delays, and impact on Schedule. Report corrective action taken, or proposed, and its effect.

1.5 SHOP DRAWINGS

A. Indicate special utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.

B. Printable Image Size: Minimum 8-1/2 by 11 inches and maximum 30 by 42 inches.

C. Draw details to a minimum scale of 1/2-inch equal to 1 foot.

D. Draw site plans to same scale indicated on Contract Drawings.

E. Draw other plans to a minimum scale of 1/8-inch equal to 1 foot.

F. Construction Documents (electronic or paper format) issued by Architect cannot be used in any shape, form, or fashion in creation and development of shop drawings, except that electronic files containing floor plans or site plans which have been acquired from Architect may be used as backgrounds for Contractor, subcontractors, sub-subcontractors, and material suppliers in shop drawing process.

G. In creation and publication of shop drawings, under no circumstances shall Design Professional's seal or title block of drawing be reproduced. Shop drawings must be original works from Contractor, subcontractors, sub-subcontractors, and material suppliers.

1.6 PRODUCT DATA

A. Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturers' standard data to provide information unique to this Project.

B. Include recommendations for application and use, and reference to compliance with specified standards of trade associations and testing agencies.

C. Include notation of special coordination requirements for interfacing with adjacent work and building utilities where applicable.

D. After review, distribute in accordance with "Submittal Procedures" Article above and provide copies for Record Documents described in Section 01 70 00 "Execution and Closeout Requirements."

1.7 SAMPLES

A. Submit samples to illustrate functional and aesthetic characteristics of product, with integral parts and attachment devices. Accompany physical sample with color digital image (photo or scanned .PDF) of sample. Coordinate sample submittals for interfacing work.
B. Unless otherwise specified, submit samples of finishes from manufacturers' full range of standard colors, textures, and patterns, for Architect's selection.
C. Where variations in color, pattern, or texture are inherent in material or product, submit multiple samples to indicate approximate range or variations.
D. Include full Project information and identification of manufacturer, model number, type, style and color on each sample.
E. Submit number of samples specified in individual Specification Sections; one of which will be retained by Architect.
F. Reviewed samples which may remain as part of Work are indicated in individual Specification Sections.
G. Samples will not be used for testing purposes unless specifically stated in individual Specification Sections.

1.8 DESIGN DATA

A. Submit for Architect's knowledge as Contract Administrator or for Owner.
B. Submit for information for limited purpose of assessing conformance with information given and design concept expressed in Contract Documents.

1.9 TEST REPORTS

A. Submit for Architect's knowledge as Contract Administrator or for Owner.
B. Submit test reports for information for limited purpose of assessing conformance with information given and design concept expressed in Contract Documents.

1.10 CERTIFICATES

A. When specified in individual Specification Sections, submit certification by manufacturer, installation/application subcontractor, or Contractor to Architect.
B. Indicate material or product conforms to or exceeds specified requirements. Submit supporting reference data, affidavits, and certifications as appropriate.
C. Certificates may be recent or previous test results on material or product, but must be acceptable to Architect.

1.11 MANUFACTURER'S INSTRUCTIONS

A. When specified in individual Specification Sections, submit manufacturers' printed instructions for delivery, storage, assembly, installation, startup, adjusting, and finishing.
B. Identify conflicts between manufacturers' instructions and Contract Documents.
C. Indicate special procedures, conditions requiring special attention and special environmental criteria required for application or installation.

1.12 MANUFACTURER'S FIELD REPORTS

A. Submit reports for Architect's benefit as Contract Administrator or for Owner.
B. Submit report within 30 days of observation to Architect for information.
C. Submit for information for limited purpose of assessing conformance with information given and design concept expressed in Contract Documents.

1.13 ERECTION DRAWINGS

A. Submit drawings for Architect's benefit as Contract Administrator or for Owner.
B. Submit for information for limited purpose of assessing conformance with information given and design concept expressed in Contract Documents.
C. Data indicating inappropriate or unacceptable Work may be subject to action by Architect or Owner.

1.14 CONSTRUCTION PHOTOGRAPHS

A. Each month submit photographs to Architect with Application for Payment.
B. Photographs:
   1. Format: JPEG file extension; color.
   2. Subject:
      a. Take 10 site photographs from differing directions indicating relative progress of Work, 5 days maximum prior to submitting pay request.
C. Identify photographs with date, time, orientation, and Project identification.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

SECTION 01 40 00 - QUALITY REQUIREMENTS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Quality control and control of installation.
   2. Tolerances.
   3. References.
   4. Mockup requirements.
   5. Testing and Inspection services.
   6. Manufacturers' field services.
   7. Examination.
   8. Preparation.

B. Related Requirements:
   1. Other Division 01 Specification Sections apply to Work of this Section.
   2. Section 01 30 00 "Administrative Requirements" for Project information management.
   3. Section 01 33 00 "Submittal Procedures" for submission of manufacturers' instructions and certificates.
   4. Section 01 60 00 "Product Requirements" for requirements for material and product quality.

1.2 QUALITY CONTROL AND CONTROL OF INSTALLATION

A. Monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship, to produce Work of specified quality.
B. Comply with manufacturers' instructions, including each step in sequence.
C. Should manufacturers' instructions conflict with Contract Documents, request clarification from Architect before proceeding.
D. Comply with specified standards as a minimum quality for Work except when more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.
E. Perform Work by persons qualified to produce workmanship of specified quality.
F. Verify field measurements are as indicated on shop drawings or as instructed by manufacturer.
G. Secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion, or disfigurement.

1.3 TOLERANCES

A. Monitor fabrication and installation tolerance control of products to produce acceptable Work. Do not permit tolerances to accumulate.
B. Comply with manufacturers' tolerances. Should manufacturers' tolerances conflict with Contract Documents, request clarification from Architect before proceeding.
C. Adjust products to appropriate dimensions; position before securing in place.

1.4 REFERENCES

A. For products or workmanship specified by association, trade, or other consensus standards, comply with requirements of standard, except when more rigid requirements are specified or are required by applicable codes.
B. Conform to reference standard by date of issue current on date of Notice to Proceed, except where a specific date is established by Code.
C. Obtain copy of standards when required by Specification Section.
D. Neither contractual relationship, duties, nor responsibilities of parties in Contract nor those of Architect shall be altered from Contract Documents by mention or inference otherwise in any reference document.

1.5 TESTING AND INSPECTION SERVICES

A. Owner will appoint, employ, and pay for specified services of an independent firm to perform inspection and testing.
B. The independent firm will perform inspections, tests, and other services specified in individual Specification Sections and as required by Architect or Owner.
C. Testing, inspections and source quality control may occur on or off Project site. Perform off-site testing as required by Architect or Owner.
D. Submit independent testing laboratory firm's reports to Architect. Reports to include observations and results of tests and will indicate compliance or non-compliance with Contract Documents.
E. Cooperate with independent firm; furnish samples of materials, design mix, equipment, tools, storage, provide safe access to Project site, and provide assistance by incidental labor as requested.
    1. Notify Owner, and independent firm 48 hours prior to expected time for operations requiring services.
    2. Pay for additional samples and tests required for Contractor's use.
F. Employment of independent testing agency or laboratory does not relieve Contractor from performing Work to Contract requirements.
G. Re-testing and/or re-inspection required because of non-conformance to specified requirements will be charged to Contractor by deducting re-testing and/or re-inspection charges from Contract Sum/Price.

1.6 MANUFACTURERS' FIELD SERVICES

A. When specified in individual Specification Sections, require material or product suppliers or manufacturers to provide qualified staff personnel to observe site conditions, conditions of surfaces and installation, quality of workmanship, and startup of equipment, as applicable, and to initiate instructions when necessary.
B. Submit qualifications of observer to Architect 30 days in advance of required observations. Observer subject to approval of Architect.
C. Report observations and site decisions or instructions given to applicators or installers that are supplemental or contrary to manufacturers' written instructions.
D. Refer to Section 01 33 00 "Submittal Procedures," "Manufacturer's Field Reports" Article.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 EXAMINATION

A. Verify existing site conditions and substrate surfaces are acceptable for subsequent Work. Beginning new Work means acceptance of existing conditions.
B. Verify existing substrate is capable of structural support or attachment of new Work being applied or attached.
C. Examine and verify specific conditions described in individual Specification Sections.
D. Verify utility services are available, of correct characteristics, and in correct locations.

3.2 PREPARATION

A. Clean substrate surfaces prior to applying next material or substance.
B. Seal cracks or openings of substrate prior to applying next material or substance.
C. Apply manufacturer required or recommended substrate primer, sealer, or conditioner prior to applying new material or substance in contact or bond.

END OF SECTION

SECTION 01 42 00 - REFERENCES

PART 1 - GENERAL

1.1 DEFINITIONS

A. General: Basic Contract definitions are included in the Conditions of the Contract.
B. "Approved": When used to convey Architect's action on Contractor's submittals, applications, and requests, "approved" is limited to Architect's duties and responsibilities as stated in the Conditions of the Contract.
C. "Directed": A command or instruction by Architect. Other terms including "requested," "authorized," "selected," "required," and "permitted" have the same meaning as "directed."
D. "Indicated": Requirements expressed by graphic representations or in written form on Drawings, in Specifications, and in other Contract Documents. Other terms including "shown," "noted," "scheduled," and "specified" have the same meaning as "indicated."
E. "Regulations": Laws, ordinances, statutes, and lawful orders issued by authorities having jurisdiction, and rules, conventions, and agreements within the construction industry that control performance of the Work.
F. "Furnish": Supply and deliver to Project site, ready for unloading, unpacking, assembly, installation, and similar operations.
G. "Install": Unload, temporarily store, unpack, assemble, erect, place, anchor, apply, work to dimension, finish, cure, protect, clean, and similar operations at Project site.
H. "Provide": Furnish and install, complete and ready for the intended use.
I. "Project Site": Space available for performing construction activities. The extent of Project site is shown on Drawings and may or may not be identical with the description of the land on which Project is to be built.

1.2 INDUSTRY STANDARDS

A. Applicability of Standards: Unless the Contract Documents include more stringent requirements, applicable construction industry standards have the same force and effect as if bound or copied directly into the Contract Documents to the extent referenced. Such standards are made a part of the Contract Documents by reference.
B. Publication Dates: Comply with standards in effect as of date of the Contract Documents unless otherwise indicated.
    1. For standards referenced by applicable building codes, comply with dates of standards as listed in building codes.
C. Copies of Standards: Each entity engaged in construction on Project should be familiar with industry standards applicable to its construction activity. Copies of applicable standards are not bound with the Contract Documents.
    1. Where copies of standards are needed to perform a required construction activity, obtain copies directly from publication source.

1.3 ABBREVIATIONS AND ACRONYMS

A. Industry Organizations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities indicated in Gale's "Encyclopedia of Associations: National Organizations of the U.S." or in Columbia Books' "National Trade & Professional Associations of the United States."

B. Industry Organizations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. Abbreviations and acronyms not included in this list shall mean the recognized name of the entities indicated in Gale's "Encyclopedia of Associations: National Organizations of the U.S." or in Columbia Books' "National Trade & Professional Associations of the United States." The information in this list is subject to change and is believed to be accurate as of the date of the Contract Documents.
   1. AASHTO - American Association of State Highway and Transportation Officials; www.transportation.org.
   2. ACI - American Concrete Institute; (Formerly: ACI International); www.concrete.org.
   3. AEIC - Association of Edison Illuminating Companies, Inc. (The); www.aeic.org.
   4. AI - Asphalt Institute; www.asphaltinstitute.org.
   5. AIA - American Institute of Architects (The); www.aia.org.
   6. AISC - American Institute of Steel Construction; www.aisc.org.
   7. AISI - American Iron and Steel Institute; www.steel.org.
   8. ANSI - American National Standards Institute; www.ansi.org.
   9. ASCE - American Society of Civil Engineers; www.asce.org.
   10. ASTM - ASTM International; www.astm.org.
   11. AWS - American Welding Society; www.aws.org.
   12. CLFMI - Chain Link Fence Manufacturers Institute; www.chainlinkinfo.org.
   13. CRSI - Concrete Reinforcing Steel Institute; www.crsi.org.
   14. ECA - Electronic Components Association; (See ECIA).
   15. ECAMA - Electronic Components Assemblies & Materials Association; (See ECIA).
   16. ECIA - Electronic Components Industry Association; www.ecianow.org.
   17. EIA - Electronic Industries Alliance; (See TIA).
   18. IEEE - Institute of Electrical and Electronics Engineers, Inc. (The); www.ieee.org.
   19. IES - Illuminating Engineering Society; (Formerly: Illuminating Engineering Society of North America); www.ies.org.
   20. IESNA - Illuminating Engineering Society of North America; (See IES).
   21. NRMCA - National Ready Mixed Concrete Association; www.nrmca.org.
   22. NSPE - National Society of Professional Engineers; www.nspe.org.

C. Code Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. This information is believed to be accurate as of the date of the Contract Documents.
   1. ICC - International Code Council; www.iccsafe.org.
   2. ICC-ES - ICC Evaluation Service, LLC; www.icc-es.org.

D. Federal Government Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. Information is subject to change and is up to date as of the date of the Contract Documents.
   1. CPSC - Consumer Product Safety Commission; www.cpsc.gov.
   2. EPA - Environmental Protection Agency; www.epa.gov.
   3. OSHA - Occupational Safety & Health Administration; www.osha.gov.
   4. USDA - Department of Agriculture; Agriculture Research Service; U.S. Salinity Laboratory; www.ars.usda.gov.
   5. USDA - Department of Agriculture; Rural Utilities Service; www.usda.gov.
   6. USDOJ - Department of Justice; Office of Justice Programs; National Institute of Justice; www.ojp.usdoj.gov.
   7. USPS - United States Postal Service; www.usps.com.

E. Standards and Regulations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the standards and regulations in the following list. This information is subject to change and is believed to be accurate as of the date of the Contract Documents.
   1. USAB - United States Access Board; www.access-board.gov.

F. State Government Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. This information is subject to change and is believed to be accurate as of the date of the Contract Documents.
   1. TAS; Architectural Barriers Texas Accessibility Standards; www.tdlr.texas.gov/ab/abtas.htm.
   2. TFS; Texas A&M Forest Service; Sustainable Forestry and Economic Development; www.txforestservice.tamu.edu.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

SECTION 01 50 00 - TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Temporary Utilities:
      a. Electricity.
      b. Lighting.
      c. Communication services.
      d. Water.
      e. Sanitary.
   2. Construction Facilities:
      a. Field offices and sheds.
      b. Vehicular access.
      c. Parking.
      d. Progress cleaning.
      e. Project identification.
      f. Traffic regulation.
   3. Temporary Controls:
      a. Barriers.
      b. Fencing.
      c. Enclosures.
      d. Security.
      e. Water control.
      f. Dust control.
      g. Erosion and sediment control.
      h. Noise control.
      i. Pest and rodent control.
      j. Pollution control.
      k. Protection of Work.
   4. Removal of utilities, facilities, and controls.

B. Related Requirements:
   1. Other Divisions 01 Specification Sections apply to Work of this Section.
   2. Section 01 70 00 "Execution and Closeout Requirements" for final cleaning.

1.2 TEMPORARY ELECTRICITY

A. Connect to existing power service. Power consumption shall not disrupt Owner's need for continuous service.

B. Provide temporary electric feeder from electrical service at location as directed. Power consumption shall not disrupt Owner's need for continuous service.

1.3 TEMPORARY LIGHTING FOR CONSTRUCTION PURPOSES

A. Existing building lighting may be utilized during construction. Owner will maintain lighting and pay cost of energy used. Exercise measures to conserve energy.

1.4 TEMPORARY COMMUNICATION SERVICES

A. As a minimum, provide cellular mobile telephone service for on-site superintendent and home office telephone service.

1.5 TEMPORARY WATER SERVICE

A. Connect to existing water source for construction operations. Extend and supplement with temporary devices as needed to maintain specified conditions for construction operations.
B. Owner will pay cost of water used.
C. Exercise measures to conserve water.
D. Provide temporary pipe insulation to prevent freezing.

1.6 TEMPORARY SANITARY FACILITIES

A. Provide and maintain required facilities and enclosures.
B. Existing facilities shall not be used.
C. At end of construction, return facilities to same or better condition than originally found.

1.7 FIELD OFFICES AND SHEDS

A. Field Office should not be required for Project. If Contractor believes a field office is required, consult with Owner for available location.
B. Storage Areas and Sheds:
   1. Size storage to requirements for products of individual Sections, allowing for access and orderly provision for maintenance and for inspection of products to requirements of Section 01 60 00 "Product Requirements."
   2. Fire Extinguishers: Appropriate type fire extinguisher at each storage area.

1.8 EMPLOYEE RESIDENTIAL OCCUPANCY

A. Not allowed on Owner's property.

1.9 VEHICULAR ACCESS

A. Location as approved by Architect
B. Provide unimpeded access for emergency vehicles. Maintain 20-foot-wide driveways with turning space between and around combustible materials.
C. Provide and maintain access to fire hydrants and control valves free of obstructions.
D. Provide means of removing mud from vehicle wheels before entering on site paved areas and public streets.
E. Use existing on-site roads for construction traffic.

1.10 PARKING

A. Use of designated areas of existing parking facilities by construction personnel is permitted.
B. Do not allow heavy or tracked vehicles or construction equipment in parking areas.
C. Permanent Pavements and Parking Facilities:
   1. Avoid traffic loading beyond paving design capacity. Tracked vehicles not allowed.

D. Maintenance:
   1. Maintain traffic and parking areas in sound condition free of excavated material, construction equipment, products, mud, snow, and ice.
   2. Maintain existing paved areas used for construction; promptly repair breaks, potholes, low areas, standing water, and other deficiencies, to maintain paving and drainage in original, or specified, condition.

E. Mud from Site Vehicles: Provide means of removing mud from vehicle wheels before entering streets.

1.11 PROGRESS CLEANING

A. Maintain areas free of waste materials, debris, and rubbish. Maintain site in a clean and orderly condition.

B. Remove debris and rubbish from pipe chases, plenums, attics, crawl spaces, and other closed or remote spaces, prior to enclosing space.

C. Broom and vacuum clean interior areas prior to start of surface finishing, and continue cleaning to eliminate dust.

D. Remove waste materials, debris, and rubbish from site and dispose off-site at intervals as required to maintain clean site.

1.12 PROJECT IDENTIFICATION

A. Project Identification Sign:
   1. Size: Provide one 8 ft. wide by 4 ft. high.
   2. Materials: 3/4-inch-thick exterior grade plywood and solid wood frame.
   3. Background Paint: Exterior quality, 2 coats; sign background of color as selected.
   4. Lettering: Exterior paint of quality adequate to withstand weathering, fading, and chipping for duration of construction, contrasting colors as selected with exhibit lettering by professional sign painter.
   5. Design: Design indicated in Drawings.
   6. Content:
      a. Project title, as indicated on Contract Documents.
      b. Owner's name and logo.
      c. Council members.
      d. Name of Architect.
      e. Name of Prime Contractor.
   7. Lettering: Series C of Standard Alphabet for Highway Signs, Public Roads Administration, Federal Works Agency.

B. Project Informational Signs:
   1. If required by other Documents or Sections of Project Manual, provide weather-protected signs for site safety procedures, wage rates, and Storm Water Pollution Prevention Plan.
   2. Erect sign on or adjacent to field office, if required.

C. Design sign and structure to withstand 90 miles/hr wind velocity.

D. Installation:
   1. Install Project identification sign within 15 days after date fixed by Notice to Proceed.
   2. Erect at location directed by Owner.
   3. Erect supports and framing on secure foundation, rigidly braced and framed to resist wind loadings.
   4. Install sign surface plumb and level, with butt joints. Anchor securely.
   5. Paint exposed surfaces of sign supports and framing.

E. No other signs are allowed without Owner's permission except those required by law.
F. Maintenance: Maintain signs and supports clean, repair deterioration and damage.
G. Removal: Remove signs, framing, supports, and foundations at completion of Project and restore area.

1.13 TRAFFIC REGULATION

A. Signs, Signals, and Devices:
   1. Post Mounted and Wall Mounted Traffic Control and Informational Signs: As approved by authority having jurisdiction.
   2. Traffic Control Signals: As approved by local jurisdictions.
   3. Traffic Cones and Drums: As approved by authority having jurisdiction.
   4. Flares and Lights: As approved by authority having jurisdiction.
   5. Flag Person Equipment: As required by authority having jurisdiction.
B. Flag Persons: Provide trained and equipped flag persons to regulate traffic when construction operations or traffic encroach on public traffic lanes.
C. Flares and Lights: Use flares and lights during hours of low visibility to delineate traffic lanes and to guide traffic.
D. Haul Routes:
   1. Consult with authority having jurisdiction, establish public thoroughfares to be used for haul routes and site access.
E. Traffic Signs and Signals:
   1. Provide signs at approaches to site and on site, at crossroads, detours, parking areas, and elsewhere as needed to direct construction and affected public traffic.
   2. Provide, operate, and maintain traffic control signals to direct and maintain orderly flow of traffic in areas under Contractor's control, and areas affected by Contractor's operations.
   3. Relocate as Work progresses, to maintain effective traffic control.
F. Removal:
   1. Remove equipment and devices when no longer required.
   2. Repair damage caused by installation.
   3. Remove post settings to depth of 2 feet.

1.14 BARRIERS

A. Provide barriers to prevent unauthorized entry to construction areas and to protect existing facilities and adjacent properties from damage from construction operations and demolition.
   1. Allow for Owner's use of site.
B. Provide barricades and covered walkways required by authorities having jurisdiction for:
   1. Public rights-of-way.
   2. Public access to existing building.
C. Provide protection for the following items designated to remain. Replace damaged items condition to original condition.
   1. Trees.
   2. Shrubbery.
   3. Lawns.
D. Protect site improvements including but not limited to pavements, walkways, and drainage structures from damage. Replace damaged site improvements to original condition.
E. Protect non-owned vehicular traffic and stored materials from damage.

1.15 TEMPORARY FENCING

A. Construction: Commercial grade chain link fence.
B. Provide 6-foot-high fence around construction site and temporary materials storage area; equip with vehicular gates with locks.

1.16 SECURITY

A. Security Program:
   1. Protect Work and existing premises from theft, vandalism, and unauthorized entry.
   2. Initiate program at Project mobilization.
   3. Maintain program throughout construction period until Owner acceptance precludes need for Contractor security.

1.17 WATER CONTROL

A. Grade site to drain.
B. Maintain excavations free of water.
C. Provide, operate, and maintain pumping equipment.
D. Protect site from puddling and running water. Provide water barriers as required to protect site from soil erosion.

1.18 DUST CONTROL

A. Execute Work by methods to minimize raising dust from construction operations.
B. Provide positive means to prevent air-borne dust from dispersing into atmosphere.

1.19 EROSION AND SEDIMENT CONTROL

A. Plan and execute construction by methods to control surface drainage from cuts and fills, from borrow and waste disposal areas. Prevent erosion and sedimentation.
B. Minimize surface area of bare soil exposed at one time.
C. Provide temporary measures including berms, dikes, and drains, and other devices to prevent water flow that would result in erosion.
D. Construct fill and waste areas by selective placement to avoid erosive surface silts or clays.
E. Periodically inspect earthwork to detect evidence of erosion and sedimentation; promptly apply corrective measures.

1.20 NOISE CONTROL

A. Provide methods, means, and facilities to minimize disruption of Owner's operations and activities due to noise produced by construction operations.
B. Conduct activities that will produce noise that will or potentially will interfere with Owner's operations and activities at times agreed to by Owner.

1.21 POLLUTION CONTROL

A. Provide methods, means, and facilities to prevent contamination of soil, water, and atmosphere from discharge of noxious, toxic substances, and pollutants produced by construction operations.
B. Comply with pollution and environmental control requirements of authorities having jurisdiction.

1.22 PROTECTION OF INSTALLED WORK

A. Protect installed Work and provide special protection where specified in individual Specification Sections.
B. Provide temporary and removable protection for installed products. Control activity in immediate work area to minimize damage.
C. Provide protective coverings at openings in walls, roof, and soffits.
D. Protect finished walkways, drives, and other surfaces from traffic, dirt, wear, damage, or movement of heavy objects, by protecting with durable sheet materials.
E. Prohibit traffic or storage upon waterproofed or roofed surfaces. If traffic or activity is necessary, obtain recommendations for protection from waterproofing or roofing material manufacturer.
F. Prohibit traffic from landscaped areas.

1.23 REMOVAL OF UTILITIES, FACILITIES, AND CONTROLS

A. Remove temporary above grade utilities, equipment, facilities, and materials as soon as permanent facilities can be utilized.
B. Remove risers for underground utilities to a minimum depth of 2 feet and cap.
C. Remove buried equipment, facilities, and materials completely to a minimum depth of 2 feet and cap.
D. Backfill excavations as specified in other sections and grade site as indicated.
E. Clean and repair damage caused by installation or use of temporary work.
F. Restore existing facilities used during construction to original condition. Restore permanent facilities used during construction to specified condition.
G. Remove the following when no longer needed:
    1. Enclosures.
    2. Temporary fencing.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

SECTION 01 57 23 - TEMPORARY STORMWATER POLLUTION CONTROL

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Contractor responsibilities.
   2. Submittals.
   3. Erosion and sediment controls.

B. Related Requirements:
   1. Local jurisdiction requirements.
   2. Division 01 Specification Sections apply to Work of this Section.

1.2 CONTRACTOR RESPONSIBILITIES

A. Contractor is solely responsible for meeting all TCEQ and EPA requirements for stormwater pollution prevention:
   1. Develop a Stormwater Pollution Prevention Plan (SWPPP) if not provided;
   2. File Notice of Intent (NOI) and include Owner as an "Operator";
   3. Install and maintain all erosion control measures and best management practices (BMPs);
   4. Perform inspections and prepare reports; and
   5. File Notice of Termination (NOT).

1.3 SUBMITTALS

A. Submit to Engineer, SWPPP, Submittal Procedures, and all other related documentation conforming to Section 01 33 00 "Submittal Procedures."

1.4 EROSION AND SEDIMENT CONTROLS

A. Implement structural measures to divert flows from exposed soils, temporarily store flows, or otherwise limit run-off and discharge of pollutants from exposed areas of site. Timely implement structural practices as specified in SWPPP during construction to minimize erosion and sediment run-off.

B. Stabilized Ingress/Egress:
   1. Provide stabilized access to/from construction site as soon as practical per SWPPP.
   2. Ensure any soil tracked off-site is cleaned from existing roads, alleys, and any adjacent properties as soon as possible. Check for any pollutants (mud, silt, sand, cement, construction materials, etc.) tracked or washed off-site and perform necessary clean-up measures at the end of each work day.

C. Silt Fences/Diversion Berms: Provide as a temporary structural practice to minimize erosion and sediment runoff, as necessary. Properly install silt fences and/or diversion berms to effectively retain sediment immediately after completing each phase of work where erosion would occur as sheet and rill erosion (clearing and grubbing, excavation, embankment, grading, etc.).

D. Sand/Gravel Bags: Provide as a temporary structural practice to minimize erosion and sediment runoff. Properly place bags to effectively retain sediment immediately after completing each phase of work (clearing and grubbing, excavation, embankment, grading, etc.) in each independent runoff area (after clearing and grubbing between ridge and drain, place bags as Work progresses, remove/replace/relocate bags as needed for Work to progress in drainage area). Replace sand/gravel bags no longer in good condition, as needed.

E. Site Stabilization:
   1. Minimize surface area of base soil material at one time.
   2. Implement necessary stabilization measures including:
      a. Temporary/permanent seeding/sodding;
      b. Inlet protection.
   3. Implement stabilization measures per SWPPP.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

SECTION 01 60 00 - PRODUCT REQUIREMENTS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Products.
   2. Product delivery, storage, and handling.
   3. Product options.
   4. Substitutions.

B. Related Requirements:
   1. Other Division 01 Specification Sections apply to Work of this Section.
   2. Section 01 30 00 "Administrative Requirements" for Project information management.
   3. Section 01 40 00 "Quality Requirements" for product quality monitoring.
   4. Section 01 42 00 "References."

1.2 PRODUCTS

A. Products: Means new material, machinery, components, equipment, fixtures, and systems forming Work and does not include machinery and equipment used for preparation, fabrication, conveying and erection of Work. When allowed by Contract Documents, products may include used and/or existing materials or components.

B. Hazardous Materials: Products or material containing hazardous materials or substances, including but not limited to asbestos or polychlorinated biphenylshall (PCB), shall not be included in Work.

C. Do not use materials and equipment removed from existing premises, except as specifically permitted by Contract Documents.

D. Provide interchangeable components of same manufacturer, for similar components.

E. Materials required to match existing work and not otherwise specified, shall be equal to existing work in quality, color, and finish. Workmanship and installation shall be comparable to adjacent existing work. Architect shall be authority in determination of acceptable work.

1.3 PRODUCT DELIVERY, STORAGE, AND HANDLING

A. Delivery:
   1. Deliver materials, products, and equipment to site in manufacturer's original, unopened containers or packaging, with identifying labels intact and legible.
   2. Promptly inspect shipments to assure that products comply with requirements, quantities are correct, and products are undamaged.
   3. Provide equipment and personnel to handle products by methods to prevent soiling, disfigurement, or damage.
   4. Arrange deliveries in accord with construction schedule and in ample time to facilitate inspection prior to installation to avoid unnecessary delays in construction process.

B. Storage:
   1. Store and protect products in accordance with manufacturer's instructions, with seals and labels intact and legible.
   2. Store sensitive products in weathertight, climate-controlled enclosures.
   3. For exterior storage of fabricated products, place on supports, above ground, sloped to drain water.
   4. Cover products subject to deterioration with impervious sheet covering. Provide ventilation to avoid condensation or potential degradation of products.
   5. Store loose granular materials on solid flat surfaces in a well-drained area. Prevent mixing with foreign matter.
   6. Provide equipment and personnel to store products by methods to prevent soiling, disfigurement, or damage.
   7. Arrange storage of products to permit access for inspection. Periodically inspect to verify products are undamaged and are maintained in acceptable condition.
   8. Materials, products, and equipment may be stored off site in a bonded and insured warehouse approved by Architect and Owner. Pay all costs incurred for off-site storage facilities. Products properly stored in off-site storage facilities may be included in progress pay requests with written approval of Architect.

C. Handling: Handle materials, products, and equipment in a manner prescribed by manufacturer or specified to protect from damage during storage and installation.

1.4 PRODUCT OPTIONS

A. Products Specified by Reference Standards or by Description Only: Any product meeting those standards or description.

B. Products Specified by Naming One or More Manufacturers: Products of manufacturers named and meeting specifications, no options or substitutions allowed.

C. Products Specified by Naming One or More Manufacturers with a Provision for Substitutions: Submit a request for substitution for any manufacturer not named in accordance with this Section.

1.5 SUBSTITUTIONS

A. Architect will consider requests for substitutions within 7 days after date established in Notice to Proceed.

B. Substitutions (after bidding period) may be considered when a product becomes unavailable through no fault of Contractor.

C. Document each request with complete data substantiating compliance of proposed Substitution with Contract Documents.

D. A request constitutes a representation that Bidder:
   1. Has investigated proposed product and determined that it meets or exceeds quality level of specified product.
   2. Will provide same warranty for Substitution as for specified product.
   3. Will coordinate installation and make changes to other Work which may be required for Work to be complete with no additional cost to Owner.
   4. Waives claims for additional costs or time extension which may subsequently become apparent.
   5. Will reimburse Owner and Architect for review or edesign services associated with re-approval by authorities.

E. Substitutions will not be considered when they are indicated or implied on shop drawing or product data submittals, without separate written request, or when acceptance will require revision to Contract Documents.

F. Substitution Submittal Procedure:

1. Submit request for Substitution for consideration. Limit each request to one proposed Substitution.
2. Requests shall include name of material or equipment to be substituted and a description of proposed substitution including Drawings, performance and test data, and other information necessary for an evaluation.
3. Submit item-by-item (line-by-line) comparison of each item listed in Specification compiled and submitted comparing specified material/product with proposed substitution and specifically noting all differences between the compared products and/or systems.
4. Submit statement setting forth changes in other material, equipment or other portions of Work including changes in work of other contracts that incorporation of proposed substitution would require shall be included.
5. Submit shop drawings, product data, and certified test results for proposed product equivalence.
6. Architect will notify Contractor, in writing, of decision to accept or reject request.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

SECTION 01 70 00 - EXECUTION AND CLOSEOUT REQUIREMENTS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Closeout procedures.
   2. Final cleaning.
   3. Starting of systems.
   4. Demonstration and instructions.
   5. Testing, adjusting, and balancing.
   6. Protecting installed construction.
   7. Project record documents.
   8. Operation and maintenance data.
   9. Manual for materials and finishes.
   10. Manual for equipment and systems.
   11. Spare parts and maintenance products.
   12. Product warranties and product bonds.
   13. Maintenance service.

B. Related Requirements:
   1. Other Division 01 Specification Sections apply to Work of this Section.
   2. Section 01 30 00 "Administrative Requirements" for Project information management.

1.2 CLOSEOUT PROCEDURES

A. Submit written certification that Contract Documents have been reviewed, Work has been inspected, and that Work is complete in accordance with Contract Documents and ready for Architect's review.

B. Provide submittals to Architect required by authority having jurisdiction.

C. Submit final Application for Payment identifying total adjusted Contract Sum, previous payments, and sum remaining due.

D. Closeout documents will be submitted electronically in OCR (Optical Character Recognition)/PDF format.

E. At Owner's request, Contractor shall provide a hard copy of Closeout Documents in three-ring binders.

1.3 FINAL CLEANING

A. Execute final cleaning prior to final Project assessment.

B. Clean equipment and fixtures to sanitary condition with cleaning materials appropriate to surface and material being cleaned.

C. Clean debris from roofs, gutters, downspouts, and drainage systems.

D. Clean site; sweep paved areas, rake clean landscaped surfaces.

E. Remove waste and surplus materials, rubbish, and construction facilities from site.

1.4 STARTING OF SYSTEMS

A. Coordinate schedule for startup of various equipment and systems.
B. Notify Owner 7 days prior to startup of each item.
C. Verify each piece of equipment or system has been checked for proper lubrication, drive rotation, belt tension, control sequence, and for conditions which may cause damage.
D. Verify tests, meter readings, and specified electrical characteristics agree with those required by equipment or system manufacturer.
E. Verify wiring and support components for equipment are complete and tested.
F. Execute startup under supervision of applicable manufacturer's representative in accordance with manufacturers' instructions.
G. When specified in individual Specification Sections, require manufacturer to provide authorized representative to be present at site to inspect, check, and approve equipment or system installation prior to startup, and to supervise placing equipment or system in operation.
H. Submit a written report in accordance with Section 01 33 00 "Submittal Procedures" that equipment or system has been properly installed and is functioning correctly.

1.5 DEMONSTRATION AND INSTRUCTIONS

A. Demonstrate operation and maintenance of products to Owner's personnel 2 weeks prior to date of Substantial Completion.
B. For equipment or systems requiring seasonal operation, perform demonstration for other season within 6 months.
C. Utilize operation and maintenance manuals as basis for instruction. Review contents of manual with Owner's personnel in detail to explain aspects of operation and maintenance.
D. Demonstrate startup, operation, control, adjustment, troubleshooting, servicing, maintenance, and shutdown of each item of equipment at agreed time, at equipment location.
E. Prepare and insert additional data in operations and maintenance manuals when need for additional data becomes apparent during instruction.
F. Required instruction time for each item of equipment and system is specified in individual Sections.

1.6 TESTING, ADJUSTING, AND BALANCING

A. Owner will appoint, employ, and pay for services of independent firm to perform testing, adjusting, and balancing.
B. Reports will be submitted by independent firm to Architect indicating observations and results of tests and indicating compliance or non-compliance with requirements of Contract Documents.

1.7 PROTECTING INSTALLED CONSTRUCTION

A. Protect installed Work and provide special protection where specified in individual Specification Sections.
B. Provide temporary and removable protection for installed products. Control activity in immediate work area to prevent damage.
C. Protect finished floors, stairs, and other surfaces from traffic, dirt, wear, damage, or movement of heavy objects, by protecting with durable sheet materials.
D. Prohibit traffic from landscaped areas.

1.8 PROJECT RECORD DOCUMENTS

A. Maintain on site one set of record documents; record actual revisions to Work:
   1. Drawings.
   2. Specifications.
   3. Addenda.
   4. Change Orders and other modifications to Contract.
   5. Reviewed Shop Drawings, Product Data, and Samples.
   6. Manufacturer's instruction for assembly, installation, and adjusting.

B. Ensure entries are complete and accurate, enabling future reference by Owner.

C. Store record documents separate from documents used for construction.

D. Record information concurrent with construction progress, not less than weekly.

E. Specifications: Legibly mark and record at each product Section description of products installed, including following:
   1. Manufacturer's name and product model and number.
   2. Product substitutions or alternates utilized.
   3. Changes made by Addenda, Change Orders, RFI responses, and other modifications. For Addenda, Change Orders, and RFI responses, cut out and tape to pages in appropriate location, referencing source of change.

F. Record Drawings and Shop Drawings: Legibly mark each item to record actual construction including:
   1. Measured horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements.
   2. Field changes of dimension and detail.
   3. Details not on original Contract Drawings.
   4. Changes made by Addenda, Change Order, RFI responses, and other modifications. For Addenda, Change Orders, and RFI responses, cut out and tape to pages in appropriate location, referencing source of change.
   5. Submit in OCR (Optical Character Recognition)/PDF format.
   6. Internally subdivide contents with page dividers, organized into CSI format shown in Project Manual.
   7. Prepare a table of contents, listing each of Division headings and listing each material/product under each heading by manufacturer and material/product name.
   8. Submit complete set of aforementioned information in OCR (Optical Character Recognition)/PDF format.
   9. Submit information with Application for Final Payment and include MSDS for materials/products delivered or installed in Project.

G. Submit documents to Architect with claim for final Application for Payment.

1.9 OPERATION AND MAINTENANCE DATA

A. Submit data electronically in 8-1/2- by 11-inch text pages, OCR (Optical Character Recognition)/PDF format.

B. Submit documents with Application for Final Payment.

1.10 MANUAL FOR MATERIALS AND FINISHES

A. Submit in OCR (Optical Character Recognition)/PDF format of preliminary draft or proposed formats and outlines of contents before start of Work. Architect will review draft and return electronic file with comments.
B. For equipment, or component parts of equipment put into service during construction and operated by Owner, submit documents within 10 days after acceptance.
C. Submit one electronic copy of completed volumes 15 days prior to final inspection. Draft copy to be reviewed and returned after final inspection, with Architect comments. Revise content of electronic document set as required prior to final submission.
D. Submit electronic documents of revised final volumes in final form within 10 days after final inspection.
E. Building Products, Applied Materials, and Finishes: Include product data, with catalog number, size, composition, and color and texture designations.
F. Instructions for Care and Maintenance: Include manufacturer's recommendations for cleaning agents and methods, precautions against detrimental agents and methods, and recommended schedule for cleaning and maintenance.
G. Moisture Protection and Weather Exposed Products: Include product data listing applicable reference standards, chemical composition, and details of installation. Include recommendations for inspections, maintenance, and repair.
H. Additional Requirements: As specified in individual product Specification Sections.
I. Include listing in Table of Contents for design data, with fly sheet.

1.11 MANUAL FOR EQUIPMENT AND SYSTEMS

A. Submit in OCR (Optical Character Recognition)/PDF format of preliminary draft or proposed formats and outlines of contents before start of Work. Architect will review draft and return with comments.
B. For equipment, or component parts of equipment put into service during construction and operated by Owner, submit electronic documents within 10 days after acceptance.
C. Submit electronic copy of completed volume(s) 15 days prior to final inspection. Draft copy to be reviewed and returned after final inspection, with Architect comments. Revise content of electronic document set as required prior to final submission.
D. Submit electronic documents in OCR (Optical Character Recognition)/PDF format of revised final volumes in final form within 10 days after final inspection.
E. Each Item of Equipment and Each System: Include description of unit or system, and component parts. Identify function, normal operating characteristics, and limiting conditions. Include performance curves, with engineering data and tests, and complete nomenclature and model number of replaceable parts.
F. Panelboard Circuit Directories: Provide electrical service characteristics, controls, and communications; by label machine.
G. Include color coded wiring diagrams as installed.
H. Operating Procedures: Include startup, break-in, and routine normal operating instructions and sequences. Include regulation, control, stopping, shutdown, and emergency instructions. Include summer, winter, and special operating instructions.
I. Maintenance Requirements: Include routine procedures and guide for preventative maintenance and troubleshooting; disassembly, repair, and reassembly instructions; and alignment, adjusting, balancing, and checking instructions.
J. Include servicing and lubrication schedule, and list of lubricants required.
K. Include manufacturer's printed operation and maintenance instructions.
L. Include sequence of operation by controls manufacturer.

M. Include original manufacturer's parts list, illustrations, assembly drawings, and diagrams required for maintenance.
N. Include control diagrams by controls manufacturer as installed.
O. Include Contractor's coordination drawings, with color coded piping diagrams as installed.
P. Include charts of valve tag numbers, with location and function of each valve, keyed to flow and control diagrams.
Q. Include list of original manufacturer's spare parts, current prices, and recommended quantities to be maintained in storage.
R. Include test and balancing reports as specified in Section 01 40 00 "Quality Requirements."
S. Additional Requirements: As specified in individual product Specification Sections.
T. Include listing in Table of Contents for design data, with dividers.

1.12 SPARE PARTS AND MAINTENANCE PRODUCTS

A. Furnish spare parts, maintenance, and extra products in quantities specified in individual Specification Sections.
B. Deliver to Project site and place in location as directed by Owner; obtain receipt prior to final payment.

1.13 PRODUCT WARRANTIES AND PRODUCT BONDS

A. Obtain warranties and bonds executed by responsible subcontractors, suppliers, and manufacturers, within 10 days after completion of applicable item of work.
B. Execute and assemble transferable warranty documents and bonds from subcontractors, suppliers, and manufacturers.
C. Verify documents are in proper form, contain full information, and are notarized.
D. Co-execute submittals when required.
E. Include Table of Contents.
F. Submit one complete set of aforementioned information in OCR (Optical Character Recognition)/PDF format for review.
G. Submit prior to Application for Final Payment.
H. Time of Submittals:
    1. For equipment or component parts of equipment put into service during construction with Owner's permission, submit documents within 10 days after acceptance.
    2. Make other submittals within 10 days after Date of Substantial Completion, prior to final Application for Payment.
    3. For items of Work for which acceptance is delayed beyond Date of Substantial Completion, submit within 10 days after acceptance, listing date of acceptance as beginning of warranty or bond period.

1.14 MAINTENANCE SERVICE

A. Furnish service and maintenance of components indicated in Specification Sections during warranty period.
B. Examine system components at frequency consistent with reliable operation. Clean, adjust, and lubricate as required.
C. Include systematic examination, adjustment, and lubrication of components. Repair or replace parts whenever required. Use parts produced by manufacturer of original component.
D. Do not assign or transfer maintenance service to agent or Subcontractor without prior written consent of Owner.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

EXHIBIT A

TECHNICAL SPECIFICATIONS

SECTION 02 41 19 - SELECTIVE DEMOLITION

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Demolition and removal of selected site elements.
   2. Salvage of existing items to be reused or recycled.

B. Related Requirements:
   1. Division 01 Specification Sections apply to Work of this Section.
   2. Section 01 73 00 "Execution" for cutting and patching procedures.
   3. Section 31 10 00 "Site Clearing" for site clearing and removal of above- and below-grade improvements.

1.2 DEFINITIONS

A. Remove: Detach items from existing construction and legally dispose of them off-site unless indicated to be removed and salvaged or removed and reinstalled.

B. Remove and Reinstall: Detach items from existing construction, prepare for reuse, and reinstall where indicated.

C. Existing to Remain: Existing items of construction that are not to be permanently removed and that are not otherwise indicated to be removed, removed and salvaged, or removed and reinstalled.

1.3 MATERIALS OWNERSHIP

A. Unless otherwise indicated, demolition waste becomes property of Contractor.

B. Historic items, relics, antiques, and similar objects including, but not limited to, cornerstones and their contents, commemorative plaques and tablets, and other items of interest or value to Owner that may be uncovered during demolition remain the property of Owner.
   1. Carefully salvage in a manner to prevent damage and promptly return to Owner.

1.4 PREINSTALLATION MEETINGS

A. Predemolition Conference: Conduct conference at Project site.
   1. Inspect and discuss condition of construction to be selectively demolished.
   2. Review requirements of work performed by other trades that rely on substrates exposed by selective demolition operations.
   3. Review areas where existing construction is to remain and requires protection.

1.5 INFORMATIONAL SUBMITTALS

A. Inventory: Submit a list of items to be removed and salvaged and deliver to Owner prior to start of demolition.

B. Predemolition Photographs or Video: Submit before Work begins.

1.6 CLOSEOUT SUBMITTALS

A. Inventory: Submit a list of items that have been removed and salvaged.

1.7 FIELD CONDITIONS

A. Conditions existing at time of inspection for bidding purpose will be maintained by Owner as far as practical.
   1. Before selective demolition, Owner will remove the following items:
      a. <**Insert items to be removed by Owner**>.
B. Notify Architect of discrepancies between existing conditions and Drawings before proceeding with selective demolition.
C. Storage or sale of removed items or materials on-site is not permitted.
D. Utility Service: Maintain existing utilities indicated to remain in service and protect them against damage during selective demolition operations.
   1. Maintain fire-protection facilities in service during selective demolition operations.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 EXAMINATION

A. Verify that utilities have been disconnected and capped before starting selective demolition operations.
B. Review record documents of existing construction provided by Owner. Owner does not guarantee that existing conditions are same as those indicated in record documents.
C. Survey existing conditions and correlate with requirements indicated to determine extent of selective demolition required.
D. When unanticipated mechanical, electrical, or structural elements that conflict with intended function or design are encountered, investigate and measure the nature and extent of conflict. Promptly submit a written report to Architect.

3.2 UTILITY SERVICES AND MECHANICAL/ELECTRICAL SYSTEMS

A. Existing Services/Systems to Remain: Maintain services/systems indicated to remain and protect them against damage.
   1. Comply with requirements for existing services/systems interruptions specified in Section 01 10 00 "Summary."

3.3 PREPARATION

A. Site Access and Temporary Controls: Conduct selective demolition and debris-removal operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.
   1. Comply with requirements for access and protection specified in Section 01 50 00 "Temporary Facilities and Controls."

3.4 SELECTIVE DEMOLITION, GENERAL

A. General: Demolish and remove existing construction only to the extent required by new construction and as indicated. Use methods required to complete the Work within limitations of governing regulations and as follows:
   1. Proceed with selective demolition systematically, from higher to lower level. Complete selective demolition operations above each floor or tier before disturbing supporting members on the next lower level.
   2. Neatly cut openings and holes plumb, square, and true to dimensions required. Use cutting methods least likely to damage construction to remain or adjoining construction. Use hand tools or small power tools designed for sawing or grinding, not hammering and chopping, to minimize disturbance of adjacent surfaces. Temporarily cover openings to remain.
   3. Cut or drill from the exposed or finished side into concealed surfaces to avoid marring existing finished surfaces.
   4. Remove structural framing members and lower to ground by method suitable to avoid free fall and to prevent ground impact or dust generation.
   5. Locate selective demolition equipment and remove debris and materials so as not to impose excessive loads on supporting walls, floors, or framing.
   6. Dispose of demolished items and materials promptly.

B. Removed and Reinstalled Items:
   1. Clean and repair items to functional condition adequate for intended reuse.
   2. Pack or crate items after cleaning and repairing. Identify contents of containers.
   3. Protect items from damage during transport and storage.
   4. Reinstall items in locations indicated. Comply with installation requirements for new materials and equipment. Provide connections, supports, and miscellaneous materials necessary to make item functional for use indicated.

C. Existing Items to Remain: Protect construction indicated to remain against damage and soiling during selective demolition. When permitted by Architect, items may be removed to a suitable, protected storage location during selective demolition and cleaned, and reinstalled in their original locations after selective demolition operations are complete.

3.5 SELECTIVE DEMOLITION PROCEDURES FOR SPECIFIC MATERIALS

A. Concrete: Demolish in sections. Cut concrete full depth at existing joints with construction to remain and at regular intervals using power-driven saw, then remove concrete between saw cuts.

3.6 DISPOSAL OF DEMOLISHED MATERIALS

A. General: Except for items or materials indicated to be reused, salvaged, reinstalled, or otherwise indicated to remain Owner's property, remove demolished materials from Project site and legally dispose of them in an EPA-approved landfill.
   1. Do not allow demolished materials to accumulate on-site.
   2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.

B. Disposal: Transport demolished materials off Owner's property and legally dispose of them.

3.7 CLEANING

A. Clean adjacent structures and improvements of dust, dirt, and debris caused by selective demolition operations. Return adjacent areas to condition existing before selective demolition operations began.

END OF SECTION

SECTION 31 10 00 - SITE CLEARING

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Protecting existing vegetation to remain.
   2. Clearing and grubbing.
   3. Removing above- and below-grade site improvements.
   4. Temporary erosion and sedimentation control.

B. Related Requirements:
   1. Division 01 Specification Sections apply to Work of this Section.
   2. Section 01 50 00 "Temporary Facilities and Controls" for temporary erosion- and sedimentation-control measures.

1.2 DEFINITIONS

A. Subsoil: Soil beneath the level of subgrade; soil beneath the topsoil layers of a naturally occurring soil profile, typified by less than 1 percent organic matter and few soil organisms.

B. Surface Soil: Soil that is present at the top layer of the existing soil profile. In undisturbed areas, surface soil is typically called "topsoil," but in disturbed areas such as urban environments, the surface soil can be subsoil.

C. Plant-Protection Zone: Area surrounding individual trees, groups of trees, shrubs, or other vegetation to be protected during construction and indicated on Drawings.

D. Tree-Protection Zone: Area surrounding individual trees or groups of trees to be protected during construction and indicated on Drawings.

E. Vegetation: Trees, shrubs, groundcovers, grass, and other plants.

1.3 PREINSTALLATION MEETINGS

A. Preinstallation Conference: Conduct conference at Project site.

1.4 MATERIAL OWNERSHIP

A. Except for materials indicated to be stockpiled or otherwise remain Owner's property, cleared materials shall become Contractor's property and shall be removed from Project site.

1.5 INFORMATIONAL SUBMITTALS

A. Existing Conditions: Documentation of existing trees and plantings, adjoining construction, and site improvements that establishes preconstruction conditions that might be misconstrued as damage caused by site clearing.
   1. Use sufficiently detailed photographs or video recordings.

1.6 FIELD CONDITIONS

A. Traffic: Minimize interference with adjoining roads, streets, walks, and other adjacent occupied or used facilities during site-clearing operations.
   1. Do not close or obstruct streets, walks, or other adjacent occupied or used facilities without permission from Owner and authorities having jurisdiction.
   2. Provide alternate routes around closed or obstructed trafficways if required by Owner or authorities having jurisdiction.
B. Salvageable Improvements: Carefully remove items indicated to be salvaged and store on Owner's premises.
C. Utility Locator Service: Notify utility locator service for area where Project is located before site clearing.
D. Do not commence site clearing operations until temporary erosion- and sedimentation-control and plant-protection measures are in place.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Satisfactory Soil Material: Requirements for satisfactory soil material are specified in Section 31 20 00 "Earth Moving."
   1. Obtain approved borrow soil material off-site when satisfactory soil material is not available on-site.
B. Antirust Coating: Fast-curing, lead- and chromate-free, self-curing, universal modified-alkyd primer complying with MPI #23 (surface-tolerant, anticorrosive metal primer)or SSPC-Paint 20 or SSPC-Paint 29 zinc-rich coating.

PART 3 - EXECUTION

3.1 PREPARATION

A. Protect and maintain benchmarks and survey control points from disturbance during construction.
B. Verify that trees, shrubs, and other vegetation to remain or to be relocated have been flagged and that protection zones have been identified and enclosed according to requirements in Drawings.
C. Protect existing site improvements to remain from damage during construction.
   1. Restore damaged improvements to their original condition, as acceptable to Owner.

3.2 TEMPORARY EROSION AND SEDIMENTATION CONTROL

A. Provide temporary erosion- and sedimentation-control measures to prevent soil erosion and discharge of soil-bearing water runoff or airborne dust to adjacent properties and walkways, according to erosion- and sedimentation-control Drawings and requirements of authorities having jurisdiction.
B. Verify that flows of water redirected from construction areas or generated by construction activity do not enter or cross protection zones.

C. Inspect, maintain, and repair erosion- and sedimentation-control measures during construction until permanent vegetation has been established.
D. Remove erosion and sedimentation controls, and restore and stabilize areas disturbed during removal.

3.3 TREE AND PLANT PROTECTION

A. Protect trees and plants remaining on-site according to requirements in Drawings.
B. Repair or replace trees, shrubs, and other vegetation indicated to remain or be relocated that are damaged by construction operations.

3.4 EXISTING UTILITIES

A. Locate, identify, disconnect, and seal or cap utilities indicated to be removed.
    1. Arrange with utility companies to shut off indicated utilities.
B. Locate, identify, and disconnect utilities indicated to be abandoned in place.
C. Interrupting Existing Utilities: Do not interrupt utilities serving facilities occupied by Owner or others, unless permitted under the following conditions and then only after arranging to provide temporary utility services according to requirements indicated:
    1. Notify Owner not less than two days in advance of proposed utility interruptions.
    2. Do not proceed with utility interruptions without Owner's written permission.
D. Excavate for and remove underground utilities indicated to be removed.

3.5 CLEARING AND GRUBBING

A. Remove obstructions, trees, shrubs, and other vegetation to permit installation of new construction.
    1. Do not remove trees, shrubs, and other vegetation indicated to remain or to be relocated.
B. Fill depressions caused by clearing and grubbing operations with satisfactory soil material unless further excavation or earthwork is indicated.
    1. Place fill material in horizontal layers not exceeding a loose depth of 8 inches, and compact each layer to a density equal to adjacent original ground.

3.6 SITE IMPROVEMENTS

A. Remove existing above- and below-grade improvements as indicated and necessary to facilitate new construction.
B. Remove slabs, paving, curbs, gutters, and aggregate base as indicated.
    1. Unless existing full-depth joints coincide with line of demolition, neatly saw-cut along line of existing pavement to remain before removing adjacent existing pavement. Saw-cut faces vertically.
    2. Paint cut ends of steel reinforcement in concrete to remain with two coats of antirust coating, following coating manufacturer's written instructions. Keep paint off surfaces that will remain exposed.

3.7 DISPOSAL OF SURPLUS AND WASTE MATERIALS

A. Remove surplus soil material, unsuitable topsoil, obstructions, demolished materials, and waste materials including trash and debris, and legally dispose of them off Owner's property.

END OF SECTION

SECTION 31 20 00 - EARTH MOVING

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Excavating and filling for rough grading the Site.
   2. Preparing subgrades for walks turf and grasses.

B. Related Requirements:
   1. Division 01 Specification Sections apply to Work of this Section.
   2. Section 31 10 00 "Site Clearing" for site stripping, grubbing, stripping topsoil, and removal of above- and below-grade improvements and utilities.

1.2 DEFINITIONS

A. Backfill: Soil material or controlled low-strength material used to fill an excavation.
   1. Initial Backfill: Backfill placed beside and over pipe in a trench, including haunches to support sides of pipe.
   2. Final Backfill: Backfill placed over initial backfill to fill a trench.

B. Borrow Soil: Satisfactory soil imported from off-site for use as fill or backfill.

C. Excavation: Removal of material encountered above subgrade elevations and to lines and dimensions indicated.
   1. Authorized Additional Excavation: Excavation below subgrade elevations or beyond indicated lines and dimensions as directed by Architect. Authorized additional excavation and replacement material will be paid for according to Contract provisions for changes in the Work.
   2. Unauthorized Excavation: Excavation below subgrade elevations or beyond indicated lines and dimensions without direction by Architect. Unauthorized excavation, as well as remedial work directed by Architect, shall be without additional compensation.

D. Fill: Soil materials used to raise existing grades.

E. Rock: Rock material in beds, ledges, unstratified masses, conglomerate deposits, and boulders of rock material that exceed 1 cu. yd. for bulk excavation or 3/4 cu. yd. for footing, trench, and pit excavation that cannot be removed by rock-excavating equipment equivalent to the following in size and performance ratings, without systematic drilling, ram hammering, ripping, or blasting, when permitted:
   1. Equipment for Footing, Trench, and Pit Excavation: Late-model, track-mounted hydraulic excavator; equipped with a 42-inch- maximum-width, short-tip-radius rock bucket; rated at not less than 138-hp flywheel power with bucket-curling force of not less than 28,700 lbf and stick-crowd force of not less than 18,400 lbf with extra-long reach boom.

F. Rock: Rock material in beds, ledges, unstratified masses, conglomerate deposits, and boulders of rock material 3/4 cu. yd. or more in volume that exceed a standard penetration resistance of 100 blows/2 inches when tested by a geotechnical testing agency, according to ASTM D1586.

G. Subgrade: Uppermost surface of an excavation or the top surface of a fill or backfill immediately below subbase, drainage fill, drainage course, or topsoil materials.

H. Utilities: On-site underground pipes, conduits, ducts, and cables as well as underground services within buildings.

1.3 FIELD CONDITIONS

A. Traffic: Minimize interference with adjoining roads, streets, walks, and other adjacent occupied or used facilities during earth-moving operations.
   1. Do not close or obstruct streets, walks, or other adjacent occupied or used facilities without permission from Owner and authorities having jurisdiction.
   2. Provide alternate routes around closed or obstructed traffic ways if required by Owner or authorities having jurisdiction.
B. Utility Locator Service: Notify utility locator service for area where Project is located before beginning earth-moving operations.
C. Do not commence earth-moving operations until temporary site fencing and erosion- and sedimentation-control measures specified in Section 01 50 00 "Temporary Facilities and Controls" and Section 01 57 23 Temporary Stormwater Pollution Control are in place.

PART 2 - PRODUCTS

2.1 SOIL MATERIALS

A. General: Provide borrow soil materials when sufficient satisfactory soil materials are not available from excavations.
B. Satisfactory Soils: Soil Classification Groups GW, GP, GM, SW, SP, and SM according to ASTM D2487, or a combination of these groups; free of rock or gravel larger than 3 inches in any dimension, debris, waste, frozen materials, vegetation, and other deleterious matter.
C. Unsatisfactory Soils: Soil Classification Groups GC, SC, CL, ML, OL, CH, MH, OH, and PT according to ASTM D2487, or a combination of these groups.
   1. Unsatisfactory soils also include satisfactory soils not maintained within 2 percent of optimum moisture content at time of compaction.

PART 3 - EXECUTION

3.1 PREPARATION

A. Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by earth-moving operations.
B. Protect and maintain erosion and sedimentation controls during earth-moving operations.
C. Protect subgrades and foundation soils from freezing temperatures and frost. Remove temporary protection before placing subsequent materials.

3.2 DEWATERING

A. Provide dewatering system of sufficient scope, size, and capacity to control hydrostatic pressures and to lower, control, remove, and dispose of ground water and permit excavation and construction to proceed on dry, stable subgrades.
B. Prevent surface water and ground water from entering excavations, from ponding on prepared subgrades, and from flooding Project site and surrounding area.

C. Protect subgrades from softening, undermining, washout, and damage by rain or water accumulation.
   1. Reroute surface water runoff away from excavated areas. Do not allow water to accumulate in excavations. Do not use excavated trenches as temporary drainage ditches.

D. Dispose of water removed by dewatering in a manner that avoids endangering public health, property, and portions of work under construction or completed. Dispose of water and sediment in a manner that avoids inconvenience to others.

3.3 EXPLOSIVES

A. Explosives: Do not use explosives.

B. Explosives: Obtain written permission from authorities having jurisdiction before bringing explosives to Project site or using explosives on Project site.
   1. Perform blasting without damaging adjacent structures, property, or site improvements.
   2. Perform blasting without weakening the bearing capacity of rock subgrade and with the least-practicable disturbance to rock to remain.

3.4 EXCAVATION, GENERAL

A. Unclassified Excavation: Excavate to subgrade elevations regardless of the character of surface and subsurface conditions encountered. Unclassified excavated materials may include rock, soil materials, and obstructions. No changes in the Contract Sum or the Contract Time will be authorized for rock excavation or removal of obstructions.
   1. If excavated materials intended for fill and backfill include unsatisfactory soil materials and rock, replace with satisfactory soil materials.
   2. Remove rock to lines and grades indicated to permit installation of permanent construction without exceeding the following dimensions:
      a. 12 inches outside of concrete forms at footings.
      b. 6 inches outside of minimum required dimensions of concrete cast against grade.
      c. 6 inches beneath pipe in trenches and the greater of 24 inches wider than pipe or 42 inches wide.

3.5 EXCAVATION FOR WALKS AND PAVEMENTS

A. Excavate surfaces under walks and pavements to indicated lines, cross sections, elevations, and subgrades.

3.6 EXCAVATION FOR UTILITY TRENCHES

A. Excavate trenches to indicated gradients, lines, depths, and elevations.
   1. Beyond building perimeter, excavate trenches to allow installation of top of pipe below frost line.

B. Excavate trenches to uniform widths to provide the following clearance on each side of pipe or conduit. Excavate trench walls vertically from trench bottom to 12 inches higher than top of pipe or conduit unless otherwise indicated.
   1. Clearance: 12 inches each side of pipe or conduit.

C. Trench Bottoms: Excavate and shape trench bottoms to provide uniform bearing and support of pipes and conduit. Shape subgrade to provide continuous support for bells, joints, and barrels of pipes and for joints, fittings, and bodies of conduits. Remove projecting stones and sharp objects along trench subgrade.
   1. For pipes and conduit less than 6 inches in nominal diameter, hand-excavate trench bottoms and support pipe and conduit on an undisturbed subgrade.
   2. For pipes and conduit 6 inches or larger in nominal diameter, shape bottom of trench to support bottom 90 degrees of pipe or conduit circumference. Fill depressions with tamped sand backfill.
   3. For flat-bottomed, multiple-duct conduit units, hand-excavate trench bottoms and support conduit on an undisturbed subgrade.
   4. Excavate trenches 6 inches deeper than elevation required in rock or other unyielding bearing material to allow for bedding course.

D. Trench Bottoms: Excavate trenches 4 inches deeper than bottom of pipe and conduit elevations to allow for bedding course. Hand-excavate deeper for bells of pipe.
   1. Excavate trenches 6 inches deeper than elevation required in rock or other unyielding bearing material to allow for bedding course.

E. Trenches in Tree- and Plant-Protection Zones:
   1. Hand-excavate to indicated lines, cross sections, elevations, and subgrades. Use narrow-tine spading forks to comb soil and expose roots. Do not break, tear, or chop exposed roots. Do not use mechanical equipment that rips, tears, or pulls roots.
   2. Do not cut main lateral roots or taproots; cut only smaller roots that interfere with installation of utilities.

3.7 SUBGRADE INSPECTION

A. Notify Architect when excavations have reached required subgrade.

B. If Architect determines that unsatisfactory soil is present, continue excavation and replace with compacted backfill or fill material as directed.

C. Compact subgrade below pavements with a Hand Operated Compactor to identify soft pockets and areas of excess yielding. Do not Compact wet or saturated subgrades.
   1. Excavate soft spots, unsatisfactory soils, and areas of excessive pumping or rutting, as determined by Architect, and replace with compacted backfill or fill as directed.

D. Reconstruct subgrades damaged by freezing temperatures, frost, rain, accumulated water, or construction activities, as directed by Architect, without additional compensation.

3.8 STORAGE OF SOIL MATERIALS

A. Stockpile borrow soil materials and excavated satisfactory soil materials without intermixing. Place, grade, and shape stockpiles to drain surface water. Cover to prevent windblown dust.
   1. Stockpile soil materials away from edge of excavations. Do not store within drip line of remaining trees.

3.9 BACKFILL

A. Place and compact backfill in excavations promptly, but not before completing the following:
   1. Testing and inspecting underground utilities.
   2. Removing concrete formwork.
   3. Removing trash and debris.

B. Place backfill on subgrades free of mud, frost, snow, or ice.

3.10 UTILITY TRENCH BACKFILL

A. Place backfill on subgrades free of mud, frost, snow, or ice.
B. Place and compact bedding course on trench bottoms and where indicated. Shape bedding course to provide continuous support for bells, joints, and barrels of pipes and for joints, fittings, and bodies of conduits.
C. Trenches under Footings: Backfill trenches excavated under footings and within 18 inches of bottom of footings with satisfactory soil; fill with concrete to elevation of bottom of footings.
D. Backfill voids with satisfactory soil while removing shoring and bracing.
E. Initial Backfill:
    1. Soil Backfill: Place and compact initial backfill of satisfactory soil, free of particles larger than 1 inch in any dimension, to a height of 12 inches over the pipe or conduit.
        a. Carefully compact initial backfill under pipe haunches and compact evenly up on both sides and along the full length of piping or conduit to avoid damage or displacement of piping or conduit. Coordinate backfilling with utilities testing.
F. Final Backfill:
    1. Soil Backfill: Place and compact final backfill of satisfactory soil to final subgrade elevation.

3.11 SOIL FILL

A. Plow, scarify, bench, or break up sloped surfaces steeper than 1 vertical to 4 horizontal so fill material will bond with existing material.
B. Place and compact fill material in layers to required elevations as follows:
    1. Under grass and planted areas, use satisfactory soil material.
    2. Under walks and pavements, use satisfactory soil material.
C. Place soil fill on subgrades free of mud, frost, snow, or ice.

3.12 SOIL MOISTURE CONTROL

A. Uniformly moisten or aerate subgrade and each subsequent fill or backfill soil layer before compaction to within 2 percent of optimum moisture content.
    1. Do not place backfill or fill soil material on surfaces that are muddy, frozen, or contain frost or ice.
    2. Remove and replace, or scarify and air dry, otherwise satisfactory soil material that exceeds optimum moisture content by 2 percent and is too wet to compact to specified dry unit weight.

3.13 COMPACTION OF SOIL BACKFILLS AND FILLS

A. Place backfill and fill soil materials in layers not more than 8 inches in loose depth for material compacted by heavy compaction equipment and not more than 4 inches in loose depth for material compacted by hand-operated tampers.
B. Place backfill and fill soil materials evenly on all sides of structures to required elevations and uniformly along the full length of each structure.

C. Compact soil materials to not less than the following percentages of maximum dry unit weight according to ASTM D698:
   1. Under walkways, scarify and recompact top 6 inches below subgrade and compact each layer of backfill or fill soil material at 92 percent.
   2. For utility trenches, compact each layer of initial and final backfill soil material at 85 percent.

3.14 GRADING

A. General: Uniformly grade areas to a smooth surface, free of irregular surface changes. Comply with compaction requirements and grade to cross sections, lines, and elevations indicated.
   1. Provide a smooth transition between adjacent existing grades and new grades.
   2. Cut out soft spots, fill low spots, and trim high spots to comply with required surface tolerances.

B. Site Rough Grading: Slope grades to direct water away from buildings and to prevent ponding. Finish subgrades to elevations required to achieve indicated finish elevations, within the following subgrade tolerances:
   1. Turf or Unpaved Areas: Plus or minus1/2-inch.
   2. Walks: Plus or minus 1/4-inch.

3.15 FIELD QUALITY CONTROL

A. Special Inspections: Owner will engage a qualified special inspector to perform the following special inspections:
   1. Determine prior to placement of fill that site has been prepared in compliance with requirements.
   2. Determine that fill material classification and maximum lift thickness comply with requirements.
   3. Determine, during placement and compaction, that in-place density of compacted fill complies with requirements.

B. Testing Agency: Owner will engage a qualified geotechnical engineering testing agency to perform tests and inspections.

C. Allow testing agency to inspect and test subgrades and each fill or backfill layer. Proceed with subsequent earth moving only after test results for previously completed work comply with requirements.

D. Testing agency will test compaction of soils in place according to ASTM D1556, ASTM D2167, ASTM D2937, and ASTM D6938, as applicable. Tests will be performed at the following locations and frequencies:
   1. Paved and Building Slab Areas: At subgrade and at each compacted fill and backfill layer, at least one test for every 2,000 sq. ft. or less of paved area or building slab but in no case fewer than three tests.

E. When testing agency reports that subgrades, fills, or backfills have not achieved degree of compaction specified, scarify and moisten or aerate, or remove and replace soil materials to depth required; recompact and retest until specified compaction is obtained.

3.16 PROTECTION

A. Protecting Graded Areas: Protect newly graded areas from traffic, freezing, and erosion. Keep free of trash and debris.
B. Repair and reestablish grades to specified tolerances where completed or partially completed surfaces become eroded, rutted, settled, or where they lose compaction due to subsequent construction operations or weather conditions.
   1. Scarify or remove and replace soil material to depth as directed by Architect; reshape and recompact.
C. Where settling occurs before Project correction period elapses, remove finished surfacing, backfill with additional soil material, compact, and reconstruct surfacing.
   1. Restore appearance, quality, and condition of finished surfacing to match adjacent work, and eliminate evidence of restoration to greatest extent possible.

3.17 DISPOSAL OF SURPLUS AND WASTE MATERIALS

A. Remove surplus satisfactory soil and waste materials, including unsatisfactory soil, trash, and debris, and legally dispose of them off Owner's property.
B. Transport surplus satisfactory soil to designated storage areas on Owner's property. Stockpile or spread soil as directed by Architect.
   1. Remove waste materials, including unsatisfactory soil, trash, and debris, and legally dispose of them off Owner's property.

END OF SECTION

SECTION 31 22 16.10 - FINE GRADING FOR ATHLETIC FIELD

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Work in this Section includes furnishing all labor, materials, equipment, and services required to construct, shape, ballfield topsoil (final 6 inches of fill) to the required lines, fine grades, and cross sections as specified herein and on the Plans.
   2. Infield Surfacing Material.
   3. Contractor will enact erosion control measures as provided for in the Plans.
   4. Contractor will replace topsoil that may be lost to erosion or construction processes.

B. Related Requirements:
   1. Division 01 Specification Sections apply to Work of this Section.

1.2 TEST REPORTS

A. Owner will bear the cost of all testing requirements and will submit test reports from a commercial testing laboratory as specified herein and in the Conditions of the Contract.

1.3 GENERAL IMPORTANCE

A. Properly placed and finished topsoil and infield material in the ballfield is essential to the success of this Project. Much of the ballfield areas to be planted in turfgrass have minimal surface gradients which must be properly finished to ensure positive surface drainage. Contractor will be required to prove the competence and experience of his workers and subcontractors with respect to their abilities to execute the fine grading required on this Project.

PART 2 - PRODUCTS

2.1 TOPSOIL

A. Planting-Soil for Turf: Imported, naturally formed soil from off-site sources and consisting of sandy loam soil according to USDA textures; and modified to produce viable planting soil.
   1. Sources: Take imported, unamended soil from sources that are naturally well-drained sites where topsoil occurs at least 4 inches deep, not from agricultural land, bogs, or marshes; and that do not contain undesirable organisms; disease-causing plant pathogens; or obnoxious weeds and invasive plants including, but not limited to, quack grass, Johnsongrass, poison ivy, nutsedge, nimble will, Canada thistle, bindweed, bent grass, wild garlic, ground ivy, perennial sorrel, and bromegrass.
   2. Additional Properties of Imported Soil before Amending: Soil reaction of pH 6 to 7 and minimum of 6 percent organic-matter content, friable, and with sufficient structure to give good tilth and aeration.

3. Unacceptable Properties: Clean soil of the following:
   a. Unacceptable Materials: Concrete slurry, concrete layers or chunks, cement, plaster, building debris, oils, gasoline, diesel fuel, paint thinner, turpentine, tar, roofing compound, acid, and other extraneous materials that are harmful to plant growth.
   b. Unsuitable Materials: Stones, roots, plants, sod, clay lumps, and pockets of coarse sand that exceed a combined maximum of 8 percent by dry weight of the imported soil.

2.2 "BLUE TOP" STAKES

A. Wooden stakes shall be used to mark final fine grades. Stakes shall be capable of being driven fully into the ground without splitting and without pulverization of their tops. Nominal dimensions of stakes shall be not less than 2-inch x 2-inch x 8-inch long with all four sides beveled into a sharpened bottom point at one end and with a flat top at the other end. After being driven to the proper elevation, each stake top shall be securely fitted with a brightly colored attachment of fibrous plastic strands suitable for promoting visual identification of the driven stake.

2.3 INFIELD SURFACING MATERIAL

A. Infield surfacing shall be a mixture of the following materials:
   1. Red clay mined from virgin clay pits or banks, screened to a maximum diameter of 1/4-inch.
   2. "Masonry" sand with a particle size as graded within the following limits:

Size	Percent Passing
No. 4	100%
No. 8	95% to 100%
No. 16	70% to 100%
No. 30	40% to 75%
No. 50	10% to 35%
No. 100	2% to 15%
No. 200	0%

   3. Infield Conditioner: Turface Athletics – MVP, Red Dog – Red Diamond, or approved equal.
   4. "Stabilizer": A non-toxic organic soil binder additive.
   5. All soil types must be free of foreign soil, debris, gravel, rock, organic matter, and other objectionable foreign material.
   6. Infield surfacing mixtures shall be 70 percent clay and 30 percent sand by volume.

B. Sample:
   1. Provide a 1-gallon sample of the proposed premixed infield surfacing material submitted for Owner's approval, prior to installation.

2.4 COMPOST

A. Compost: Well-composted, stable, and weed-free organic matter produced by composting feedstock, and bearing USCC's "Seal of Testing Assurance," and as follows:
   1. Feedstock: Limited to leaves.
   2. Reaction: pH of 5.5 to 8.
   3. Soluble-Salt Concentration: Less than 4 dS/m.
   4. Moisture Content: 35-55 percent by weight.
   5. Organic Matter Content: 30 to 40 percent of dry weight.
   6. Particle Size: Minimum of 98 percent passing through a 2-inch sieve.

2.5 SOIL AMENDMENTS

A. See Section 32 92 00 "Turf and Grasses."

PART 3 - EXECUTION

3.1 GENERAL

A. All subgrade preparation shall be accomplished prior to placing topsoil. Placement and fine grading of the ballfield topsoil shall be performed as specified herein, and the completed Work shall conform to the required lines, grades, and cross sections of the Plans. Where topsoil has been lost to erosion or construction operations, it shall be replaced.

3.2 TOPSOIL PLACEMENT AND FINE GRADING

A. Topsoil placement will not begin until all underground installations are complete, in place, tested to be working properly, and properly backfilled. Topsoil placement will not be attempted until construction which involves heavy vehicles is complete. Such vehicles cause rutting and over compaction.
B. Onsite topsoil shall first be placed at a depth of 6 inches and shall be graded to within 0.10-foot of finished grade.
C. Compost shall be spread evenly over the topsoil, then incorporated into the topsoil using a pulvimixer, until they are pulverized creating a homogenous layer of topsoil ready for planting. Apply compost as recommended by soil testing.
D. The ballfield area should then be tilled to a depth of 6 inches to incorporate the soil amendments and fertilizer into the topsoil.
E. After tilling, athletic field topsoil shall be compacted to a minimum of 92 percent of Standard Density ASTM D 698 at plus or minus 2 percent of optimum moisture and fine graded to within 0.05-foot of finished grade.
F. Fine grading shall be executed over all athletic field playing areas by the use of laser guided earthwork equipment.
G. If topsoil is lost to erosion or construction operations it shall be replaced. If not recoverable on the site, topsoil shall be provided from an off-site source as "imported topsoil."
H. After fine grading is accomplished, it shall be Contractor's responsibility to protect all fine graded areas from vehicular traffic or other disruptive activities. Damages to the fine graded surfaces will be restored to a satisfactory condition as prescribed herein until the job is finished and accepted.

I. It is anticipated that some areas of topsoil may become overcompacted and resistant to proper grading. Such areas will be loosened and pulverized with discing machinery and will then be recompacted to normal density before fine grading. The use of a watering truck to moisten dried and hardened areas may be necessary.

3.3 INFIELD SURFACING

A. Fine Grading: Remove top 1-inch of existing skinned infield and fine grade remaining infield material within 1-inch of final grades indicated on Plans. The surface of the surfacing material for the infield after fine grading shall be true to line, grade and cross section. When tested with an 8-foot straight edge it shall have no deviation from the face of the straight edge in excess of 1/4-inch at any point. Any point of the surface not meeting these requirements shall be corrected.

B. Moisten the fine-graded skinned infield.

C. New Infield Conditioner Placement: Infield conditioner shall be spread over the existing infield material in a 1-inch layer and "Stabilizer" shall be applied at a rate of 1 pound per 30 square feet. Infield conditioner and "Stabilizer" shall be tilled into the infield surfacing to a depth of 3 inches.

D. Watering: Water shall be applied over the entire area and allowed to penetrate to a depth of 4 inches or until water is visibly standing on the surfacing material. This is necessary to activate the "Stabilizer." After surface water has disappeared the surfacing shall be compacted.

E. Compaction: Infield surfacing shall be compacted between 90 percent and 95 percent of Standard AASHTO Density by rolling with a small 1-ton roller. The finished product shall be 8 inches of compacted surfacing, finely graded to the finished contours indicated on the Plans.

3.4 RECORD DRAWING

A. Upon completion of grading operations and prior to turfgrass planting, Contractor must verify the accuracy of the ballfield grading by having a registered public surveyor shoot grades on a 50-foot grid over the entire ballfield. The grades will then be transferred to a reproducible Drawing of the grading plan and delivered to Architect for approval. No grass planting can begin until the Record Drawing is approved by Architect.

3.5 TESTING

A. Spot field tests of soil densities shall be required of Contractor by Owner's Representative at Owner’s expense at the place and time of Owner's choosing. Any area not meeting density control requirements shall be immediately excavated, reconstructed, and retested, at the expense of Contractor, until satisfactory results are obtained. Up to a total of twenty-five initial tests may be required.

END OF SECTION

SECTION 32 13 13 - CONCRETE PAVING

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes Concrete Paving Including the Following:
   1. Curbs and gutters.
   2. Walks.

B. Related Requirements:
   1. Division 01 Specification Sections apply to Work of this Section.
   2. Section 32 13 73 "Concrete Paving Joint Sealants" for joint sealants in expansion and contraction joints within concrete paving and in joints between concrete paving and asphalt paving or adjacent construction.

1.2 DEFINITIONS

A. Cementitious Materials: Portland cement alone or in combination with one or more of blended hydraulic cement, fly ash, slag cement, and other pozzolans.

B. W/C Ratio: The ratio by weight of water to cementitious materials.

1.3 PREINSTALLATION MEETINGS

A. Preinstallation Conference: Conduct conference at Project site.
   1. Review methods and procedures related to concrete paving, including but not limited to, the following:
      a. Concrete mixture design.
      b. Quality control of concrete materials and concrete paving construction practices.
   2. Require representatives of each entity directly concerned with concrete paving to attend, including the following:
      a. Contractor's superintendent.
      b. Ready-mix concrete manufacturer.
      c. Concrete paving subcontractor.

1.4 ACTION SUBMITTALS

A. Product Data: For each type of product.

B. Design Mixtures: For each concrete paving mixture. Include alternate design mixtures when characteristics of materials, Project conditions, weather, test results, or other circumstances warrant adjustments.

1.5 INFORMATIONAL SUBMITTALS

A. Qualification Data: For qualified ready-mix concrete manufacturer.
B. Material Certificates: For the following, from manufacturer:
   1. Cementitious materials.
   2. Steel reinforcement and reinforcement accessories.
   3. Admixtures.
   4. Bonding agent or epoxy adhesive.
   5. Joint fillers.
C. Material Test Reports: For each of the following:
   1. Aggregates:

1.6 PRECONSTRUCTION TESTING

A. Preconstruction Testing Service: Engage a qualified independent testing agency to perform preconstruction testing on concrete paving mixtures.

1.7 FIELD CONDITIONS

A. Traffic Control: Maintain access for vehicular and pedestrian traffic as required for other construction activities.
B. Cold-Weather Concrete Placement: Protect concrete work from physical damage or reduced strength that could be caused by frost, freezing, or low temperatures. Comply with ACI 306.1 and the following:
   1. When air temperature has fallen to or is expected to fall below 40 degrees F, uniformly heat water and aggregates before mixing to obtain a concrete mixture temperature of not less than 50 degrees F and not more than 80 degrees F at point of placement.
   2. Do not use frozen materials or materials containing ice or snow.
   3. Do not use calcium chloride, salt, or other materials containing antifreeze agents or chemical accelerators unless otherwise specified and approved in design mixtures.
C. Hot-Weather Concrete Placement: Comply with ACI 301 and as follows when hot-weather conditions exist:
   1. Cool ingredients before mixing to maintain concrete temperature below 90 degrees F at time of placement. Chilled mixing water or chopped ice may be used to control temperature, provided water equivalent of ice is calculated in total amount of mixing water. Using liquid nitrogen to cool concrete is Contractor's option.
   2. Cover steel reinforcement with water-soaked burlap, so steel temperature will not exceed ambient air temperature immediately before embedding in concrete.
   3. Fog-spray forms, steel reinforcement, and subgrade just before placing concrete. Keep subgrade moisture uniform without standing water, soft spots, or dry areas.

PART 2 - PRODUCTS

2.1 CONCRETE, GENERAL

A. ACI Publications: Comply with ACI 301 unless otherwise indicated.

2.2 FORMS

A. Form Materials: Plywood, metal, metal-framed plywood, or other approved panel-type materials to provide full-depth, continuous, straight, and smooth exposed surfaces.
   1. Use flexible or uniformly curved forms for curves with a radius of 100 feet or less. Do not use notched and bent forms.

B. Form-Release Agent: Commercially formulated form-release agent that will not bond with, stain, or adversely affect concrete surfaces and that will not impair subsequent treatments of concrete surfaces.

2.3 STEEL REINFORCEMENT

A. Reinforcing Bars: ASTM A 615, Grade 60; deformed.

B. Bar Supports: Bolsters, chairs, spacers, and other devices for spacing, supporting, and fastening reinforcing bars, welded-wire reinforcement, and dowels in place. Manufacture bar supports according to CRSI's "Manual of Standard Practice" from steel wire, plastic, or precast concrete of greater compressive strength than concrete specified, and as follows:
   1. Equip wire bar supports with sand plates or horizontal runners where base material will not support chair legs.
   2. For epoxy-coated reinforcement, use epoxy-coated or other dielectric-polymer-coated wire bar supports.

2.4 CONCRETE MATERIALS

A. Cementitious Materials: Use the following cementitious materials, of same type, brand, and source throughout Project:
   1. Portland Cement: ASTM C 150, gray portland cement Type I/II.

B. Normal-Weight Aggregates: ASTM C 33, Class 4M, uniformly graded. Provide aggregates from a single source with documented service-record data of at least 10 years' satisfactory service in similar paving applications and service conditions using similar aggregates and cementitious materials.
   1. Maximum Coarse-Aggregate Size: 1-1/2 inches nominal.
   2. Fine Aggregate: Free of materials with deleterious reactivity to alkali in cement.

C. Air-Entraining Admixture: ASTM C 260.

D. Chemical Admixtures: Admixtures certified by manufacturer to be compatible with other admixtures and to contain not more than 0.1 percent water-soluble chloride ions by mass of cementitious material.
   1. Water-Reducing Admixture: ASTM C 494, Type A.
   2. Retarding Admixture: ASTM C 494, Type B.
   3. Water-Reducing and Retarding Admixture: ASTM C 494, Type D.
   4. High-Range, Water-Reducing Admixture: ASTM C 494, Type F.
   5. High-Range, Water-Reducing and Retarding Admixture: ASTM C 494, Type G.
   6. Plasticizing and Retarding Admixture: ASTM C 1017, Type II.

E. Water: Potable and complying with ASTM C 94.

2.5 CURING MATERIALS

A. Absorptive Cover: AASHTO M 182, Class 3, burlap cloth made from jute or kenaf, weighing approximately 9 oz./sq. yd. dry or cotton mats.
B. Moisture-Retaining Cover: ASTM C 171, polyethylene film or white burlap-polyethylene sheet.
C. Water: Potable.
D. Evaporation Retarder: Waterborne, monomolecular, film forming, manufactured for application to fresh concrete.
    1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:
        a. BASF Corporation-Construction Systems; MasterKure ER 50 (Pre-2014: Confilm.
        b. Sika Corporation; SikaFilm.
        c. W.R. Meadows, Inc; EVAPRE.
E. Clear, Waterborne, Membrane-Forming Curing Compound: ASTM C 309, Type 1, Class B, dissipating.
    1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:
        a. ChemMasters, Inc; Safe-Cure Clear DR.
        b. Dayton Superior; Clear Resin Cure J11W.
        c. W.R. Meadows, Inc; 1100-CLEAR SERIES.
F. White, Waterborne, Membrane-Forming Curing Compound: ASTM C 309, Type 2, Class B, dissipating.
    1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:
        a. ChemMasters, Inc; Safe-Cure 2000.
        b. Dayton Superior; White Resin Cure J10W.
        c. W.R. Meadows, Inc; 1100-WHITE SERIES.

2.6 RELATED MATERIALS

A. Joint Fillers: ASTM D 1751, asphalt-saturated cellulosic fiber in preformed strips.
B. Bonding Agent: ASTM C 1059, Type II, non-redispersible, acrylic emulsion or styrene butadiene.
C. Epoxy-Bonding Adhesive: ASTM C 881, 2-component epoxy resin capable of humid curing and bonding to damp surfaces; of class suitable for application temperature, of grade complying with requirements, and of the following types:
    1. Types IV and V, load bearing, for bonding hardened or freshly mixed concrete to hardened concrete.

2.7 CONCRETE MIXTURES

A. Prepare design mixtures, proportioned according to ACI 301, for each type and strength of normal-weight concrete, and as determined by either laboratory trial mixtures or field experience.
    1. Use a qualified independent testing agency for preparing and reporting proposed concrete design mixtures for the trial batch method.
    2. When automatic machine placement is used, determine design mixtures and obtain laboratory test results that comply with or exceed requirements.

B. Add air-entraining admixture at manufacturer's prescribed rate to result in normal-weight concrete at point of placement having an air content as follows:
   1. Air Content: 4-1/2 percent plus or minus 1-1/2 percent for 1-1/2-inch nominal maximum aggregate size.
   2. Air Content: 4-1/2 percent plus or minus 1-1/2 percent for 1-inch nominal maximum aggregate size.
   3. Air Content: 5 percent plus or minus 1-1/2 percent for 3/4-inch nominal maximum aggregate size.

C. Limit water-soluble, chloride-ion content in hardened concrete to 0.30 percent by weight of cement.

D. Chemical Admixtures: Use admixtures according to manufacturer's written instructions.

E. Concrete Mixtures: Normal-weight concrete.
   1. Compressive Strength (28 Days): 4,000 psi .
   2. Maximum W/C Ratio at Point of Placement: 0.45.
   3. Slump Limit: 5 inches, plus or minus 1 inch.

2.8 CONCRETE MIXING

A. Ready-Mixed Concrete: Measure, batch, and mix concrete materials and concrete according to ASTM C 94. Furnish batch certificates for each batch discharged and used in the Work.
   1. When air temperature is between 85 and 90 degrees F, reduce mixing and delivery time from 1-1/2 hours to 75 minutes; when air temperature is above 90 degrees F, reduce mixing and delivery time to 60 minutes.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine exposed subgrades and subbase surfaces for compliance with requirements for dimensional, grading, and elevation tolerances.

B. Compact subbase surface below concrete paving to identify soft pockets and areas of excess yielding.
   1. Correct subbase with soft spots and areas of pumping or rutting exceeding depth of 1/2-inch according to requirements in Section 31 20 00 "Earth Moving."

C. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

A. Remove loose material from compacted subbase surface immediately before placing concrete.

3.3 EDGE FORMS AND SCREED CONSTRUCTION

A. Set, brace, and secure edge forms, bulkheads, and intermediate screed guides to required lines, grades, and elevations. Install forms to allow continuous progress of work and so forms can remain in place at least 24 hours after concrete placement.

B. Clean forms after each use and coat with form-release agent to ensure separation from concrete without damage.

3.4 STEEL REINFORCEMENT INSTALLATION

A. General: Comply with CRSI's "Manual of Standard Practice" for fabricating, placing, and supporting reinforcement.
B. Clean reinforcement of loose rust and mill scale, earth, ice, or other bond-reducing materials.
C. Arrange, space, and securely tie bars and bar supports to hold reinforcement in position during concrete placement. Maintain minimum cover to reinforcement.

3.5 JOINTS

A. General: Form construction, isolation, and contraction joints and tool edges true to line, with faces perpendicular to surface plane of concrete. Construct transverse joints at right angles to centerline unless otherwise indicated.
   1. When joining existing paving, place transverse joints to align with previously placed joints unless otherwise indicated.
B. Construction Joints: Set construction joints at side and end terminations of paving and at locations where paving operations are stopped for more than one-half hour unless paving terminates at isolation joints.
   1. Continue steel reinforcement across construction joints unless otherwise indicated. Do not continue reinforcement through sides of paving strips unless otherwise indicated.
   2. Butt Joints: Use epoxy-bonding adhesive at joint locations where fresh concrete is placed against hardened or partially hardened concrete surfaces.
C. Isolation Joints: Form isolation joints of preformed joint-filler strips abutting concrete curbs, catch basins, manholes, inlets, structures, other fixed objects, and where indicated.
   1. Locate expansion joints at intervals of 50 feet unless otherwise indicated.
   2. Extend joint fillers full width and depth of joint.
   3. Terminate joint filler not less than 1/2 inch or more than 1 inch below finished surface if joint sealant is indicated.
   4. Place top of joint filler flush with finished concrete surface if joint sealant is not indicated.
   5. Furnish joint fillers in one-piece lengths. Where more than one length is required, lace or clip joint-filler sections together.
   6. During concrete placement, protect top edge of joint filler with metal, plastic, or other temporary preformed cap. Remove protective cap after concrete has been placed on both sides of joint.
D. Contraction Joints: Form weakened-plane contraction joints, sectioning concrete into areas as indicated. Construct contraction joints for a depth equal to at least one-fourth of the concrete thickness, as follows, to match jointing of existing adjacent concrete paving:
   1. Grooved Joints: Form contraction joints after initial floating by grooving and finishing each edge of joint with grooving tool to a 3/8-inch radius. Repeat grooving of contraction joints after applying surface finishes. Eliminate grooving-tool marks on concrete surfaces.
E. Edging: After initial floating, tool edges of paving, gutters, curbs, and joints in concrete with an edging tool to a 3/8-inch radius. Repeat tooling of edges after applying surface finishes. Eliminate edging-tool marks on concrete surfaces.

3.6 CONCRETE PLACEMENT

A. Before placing concrete, inspect and complete formwork installation, steel reinforcement, and items to be embedded or cast-in.
B. Remove snow, ice, or frost from subbase surface and steel reinforcement before placing concrete. Do not place concrete on frozen surfaces.
C. Moisten subbase to provide a uniform dampened condition at time concrete is placed. Do not place concrete around manholes or other structures until they are at required finish elevation and alignment.
D. Comply with ACI 301 requirements for measuring, mixing, transporting, and placing concrete.
E. Do not add water to concrete during delivery or at Project site. Do not add water to fresh concrete after testing.
F. Deposit and spread concrete in a continuous operation between transverse joints. Do not push or drag concrete into place or use vibrators to move concrete into place.
G. Consolidate concrete according to ACI 301 by mechanical vibrating equipment supplemented by hand spading, rodding, or tamping.
    1. Consolidate concrete along face of forms and adjacent to transverse joints with an internal vibrator. Keep vibrator away from joint assemblies, reinforcement, or side forms. Use only square-faced shovels for hand spreading and consolidation. Consolidate with care to prevent dislocating reinforcement joint devices.
H. Screed paving surface with a straightedge and strike off.
I. Commence initial floating using bull floats or darbies to impart an open-textured and uniform surface plane before excess moisture or bleedwater appears on the surface. Do not further disturb concrete surfaces before beginning finishing operations or spreading surface treatments.

3.7 FLOAT FINISHING

A. General: Do not add water to concrete surfaces during finishing operations.
B. Float Finish: Begin the second floating operation when bleedwater sheen has disappeared and concrete surface has stiffened sufficiently to permit operations. Float surface with power-driven floats or by hand floating if area is small or inaccessible to power units. Finish surfaces to true planes. Cut down high spots and fill low spots. Refloat surface immediately to uniform granular texture.
    1. Medium-to-Fine-Textured Broom Finish: Draw a soft-bristle broom across float-finished concrete surface, perpendicular to line of traffic, to provide a uniform, fine-line texture.

3.8 CONCRETE PROTECTION AND CURING

A. General: Protect freshly placed concrete from premature drying and excessive cold or hot temperatures.
B. Comply with ACI 306.1 for cold-weather protection.
C. Evaporation Retarder: Apply evaporation retarder to concrete surfaces if hot, dry, or windy conditions cause moisture loss approaching 0.2 lb/sq. ft. x h before and during finishing operations. Apply according to manufacturer's written instructions after placing, screeding, and bull floating or darbying concrete but before float finishing.
D. Begin curing after finishing concrete but not before free water has disappeared from concrete surface.

E. Curing Methods: Cure concrete by moisture-retaining-cover curing as follows:
   1. Moisture-Retaining-Cover Curing: Cover concrete surfaces with moisture-retaining cover, placed in widest practicable width, with sides and ends lapped at least 12 inches, and sealed by waterproof tape or adhesive. Immediately repair any holes or tears occurring during installation or curing period, using cover material and waterproof tape.

3.9 PAVING TOLERANCES

A. Comply with tolerances in ACI 117 and as follows:
   1. Elevation: 1/4-inch.
   2. Thickness: Plus 3/8-inch, minus 1/4-inch.
   3. Surface: Gap below 10-feet- long; unleveled straightedge not to exceed 1/2-inch.
   4. Joint Spacing: 3 inches.
   5. Contraction Joint Depth: Plus 1/4-inch, no minus.
   6. Joint Width: Plus 1/8-inch, no minus.

3.10 FIELD QUALITY CONTROL

A. Testing Services: Testing and inspecting of composite samples of fresh concrete obtained according to ASTM C 172 shall be performed according to the following requirements:
   1. Testing Frequency: Obtain at least one composite sample for each 5,000 sq. ft. or fraction thereof of each concrete mixture placed each day.
      a. When frequency of testing will provide fewer than five compressive-strength tests for each concrete mixture, testing shall be conducted from at least five randomly selected batches or from each batch if fewer than five are used.
   2. Slump: ASTM C 143; 1 test at point of placement for each composite sample, but not less than 1 test for each day's pour of each concrete mixture. Perform additional tests when concrete consistency appears to change.
   3. Air Content: ASTM C 231, pressure method; 1 test for each composite sample, but not less than 1 test for each day's pour of each concrete mixture.
   4. Concrete Temperature: ASTM C 1064; 1 test hourly when air temperature is 40 degrees F and below and when it is 80 degrees F and above, and 1 test for each composite sample.
   5. Compression Test Specimens: ASTM C 31; cast and laboratory cure 1 set of 3 standard cylinder specimens for each composite sample.
   6. Compressive-Strength Tests: ASTM C 39; test 1 specimen at 7 days and 2 specimens at 28 days.
      a. A compressive-strength test shall be the average compressive strength from 2 specimens obtained from same composite sample and tested at 28 days.

B. Strength of each concrete mixture will be satisfactory if average of any 3 consecutive compressive-strength tests equals or exceeds specified compressive strength and no compressive-strength test value falls below specified compressive strength by more than 500 psi.

C. Test results shall be reported in writing to Architect, concrete manufacturer, and Contractor within 48 hours of testing. Reports of compressive-strength tests shall contain Project identification name and number, date of concrete placement, name of concrete testing and inspecting agency, location of concrete batch in Work, design compressive strength at 28 days, concrete mixture proportions and materials, compressive breaking strength, and type of break for both 7- and 28-day tests.

D. Nondestructive Testing: Impact hammer, sonoscope, or other nondestructive device may be permitted by Architect but will not be used as sole basis for approval or rejection of concrete.
E. Additional Tests: Testing and inspecting agency shall make additional tests of concrete when test results indicate that slump, air entrainment, compressive strengths, or other requirements have not been met, as directed by Architect.
F. Concrete paving will be considered defective if it does not pass tests and inspections.
G. Additional testing and inspecting, at Contractor's expense, will be performed to determine compliance of replaced or additional work with specified requirements.
H. Prepare test and inspection reports.

3.11 REPAIR AND PROTECTION

A. Remove and replace concrete paving that is broken, damaged, or defective or that does not comply with requirements in this Section. Remove work in complete sections from joint to joint unless otherwise approved by Architect.
B. Drill test cores, where directed by Architect, when necessary to determine magnitude of cracks or defective areas. Fill drilled core holes in satisfactory paving areas with portland cement concrete bonded to paving with epoxy adhesive.
C. Protect concrete paving from damage. Exclude traffic from paving for at least 14 days after placement. When construction traffic is permitted, maintain paving as clean as possible by removing surface stains and spillage of materials as they occur.
D. Maintain concrete paving free of stains, discoloration, dirt, and other foreign material. Sweep paving not more than two days before date scheduled for Substantial Completion inspections.

END OF SECTION

SECTION 32 13 73 - CONCRETE PAVING JOINT SEALANTS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Cold-applied joint sealants.
   2. Primers.
B. Related Requirements:
   1. Division 01 Specification Sections apply to Work of this Section.

1.2 ACTION SUBMITTALS

A. Product Data: For each type of product.
B. Samples: For each kind and color of joint sealant required.

PART 2 - PRODUCTS

2.1 MATERIALS, GENERAL

A. Compatibility: Provide joint sealants, backing materials, and other related materials that are compatible with one another and with joint substrates under conditions of service and application, as demonstrated by joint-sealant manufacturer, based on testing and field experience.

2.2 COLD-APPLIED JOINT SEALANTS

A. Single Component, Pourable, Urethane, Elastomeric Joint Sealant: ASTM C 920, Type S, Grade P, Class 25, for Use T (Concrete to Concrete - Horizontal Joint).
   1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:
      a. MasterSeal SL 1.
      b. Pecora NR-201
B. Multicomponent, Pourable, Urethane, Elastomeric Joint Sealant: ASTM C 920, Type M, Grade P, Class 25, for Use T (Concrete to Concrete - Vertical Joint).
   1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:
      a. Pecora Corporation; Dynatrol II-SG.

2.3 PRIMERS

A. Primers: Product recommended by joint-sealant manufacturer where required for adhesion of sealant to joint substrates indicated.

PART 3 - EXECUTION

3.1 INSTALLATION OF JOINT SEALANTS

A. Comply with joint-sealant manufacturer's written installation instructions for products and applications indicated unless more stringent requirements apply.

B. Cleaning of Joints: Clean out joints immediately to comply with joint-sealant manufacturer's written instructions.

C. Joint Priming: Prime joint substrates where indicated or where recommended in writing by joint-sealant manufacturer.

D. Joint-Sealant Installation Standard: Comply with recommendations in ASTM C 1193 for use of joint sealants as applicable to materials, applications, and conditions.

E. Install joint-sealant backings to support joint sealants during application and at position required to produce cross-sectional shapes and depths of installed sealants relative to joint widths that allow optimum sealant movement capability.
   1. Do not leave gaps between ends of joint-sealant backings.
   2. Do not stretch, twist, puncture, or tear joint-sealant backings.
   3. Remove absorbent joint-sealant backings that have become wet before sealant application and replace them with dry materials.

F. Install joint sealants immediately following backing installation, using proven techniques that comply with the following:
   1. Place joint sealants so they fully contact joint substrates.
   2. Completely fill recesses in each joint configuration.
   3. Produce uniform, cross-sectional shapes and depths relative to joint widths that allow optimum sealant movement capability.

G. Tooling of Nonsag Joint Sealants: Immediately after joint-sealant application and before skinning or curing begins, tool sealants according to the following requirements to form smooth, uniform beads of configuration indicated; to eliminate air pockets; and to ensure contact and adhesion of sealant with sides of joint:
   1. Remove excess joint sealant from surfaces adjacent to joints.
   2. Use tooling agents that are approved in writing by joint-sealant manufacturer and that do not discolor sealants or adjacent surfaces.

H. Provide joint configuration to comply with joint-sealant manufacturer's written instructions unless otherwise indicated.

I. Clean off excess joint sealant as the Work progresses, by methods and with cleaning materials approved in writing by joint-sealant manufacturers.

END OF SECTION

SECTION 32 17 23.95 - PAVEMENT MARKINGS AND SIGNS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes: pavement markings and signs.
B. Related Requirements:
   1. Division 01 Specification Sections apply to Work of this Section.

1.2 SUBMITTALS

A. Submit complete manufacturer's product data sheets for marking paint.

PART 2 - PRODUCTS

2.1 MATERIAL

A. Marking Paint: Traffic marking paint F.S. TT-P-115c, Type 11, or THD Specifications WPT-8b white or blue as called for.
B. Pavement Markings: Pavement marking for striping shall conform to Type I – not applied thermoplastic (DMS-8220) per Item 666 – Reflectorized Pavement Markings, TXDOT Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges, 2014.
C. Signs: Shall be as specified on the plans and noted below.
   1. ADA 'fine' sign as detailed on drawings. Mount sign on existing sign posts.

EQUIPMENT

D. Equipment shall be pressurized, self-contained paint machine capable of applying a straight line from 2 inches to 6 inches wide, with consistent coverage of a minimum of 200 square feet per gallon.
E. Provide equipment per Item 666.3, TXDOT Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges, 2014.

PART 3 - EXECUTION

3.1 PREPARATION

A. Surface preparation for thermoplastic pavement markings shall be in accordance with Item 678, TXDOT Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges, 2014.
B. Provide a qualified technician to supervise equipment and application of markings. Lay out markings using guide lines, template, and forms.
C. Thoroughly clean surfaces free of dirt, sand, gravel, oil and other foreign matter prior to application of paint.

3.2 APPLICATION OF PAINT

A. No striping shall be done until the new pavement has been approved by Architect. All paint shall be applied in accordance with the recommendations of the paint manufacturer.
B. Surfaces shall be dry. Application shall not be made when weather is foggy or rainy, or ambient or pavement temperatures are below 40 degrees F, nor when such conditions are anticipated during eight hours after application.
C. Apply marking paint at a rate of one gallon per 200 square feet using a power sprayer. Apply markings straight and even in accordance with approved layout. Stripes shall be 4-inches wide, except where noted otherwise.
D. Application of thermoplastic pavement markings shall be in accordance with Item 666.4.C.1, TXDOT Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges, 2014.

3.3 CLEANING

A. Remove any overspray from surfaces other than those requiring marking paint.

3.4 SIGNS

A. Signs shall be installed as located on the Plans and per manufacturer's directions.

END OF SECTION

SECTION 32 31 13 - CHAIN LINK FENCES AND GATES

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Chain-link fences.
B. Related Requirements:
   1. Division 01 Specification Sections apply to Work of this Section.

1.2 PREINSTALLATION MEETINGS

A. Preinstallation Conference: Conduct conference at Project site.

1.3 ACTION SUBMITTALS

A. Product Data: For each type of product.
   1. Include construction details, material descriptions, dimensions of individual components and profiles, and finishes for the following:
      a. Fence and gate posts, rails, and fittings.
      b. Chain-link fabric, reinforcements, and attachments.
B. Shop Drawings: For each type of fence and gate assembly.
   1. Include plans, elevations, sections, details, and attachments to other work.
C. Samples for Initial Selection: For each type of factory-applied finish.

1.4 INFORMATIONAL SUBMITTALS

A. Product Certificates: For each type of chain-link fence.
B. Product Test Reports: For framework strength according to ASTM F 1043, for tests performed by manufacturer and witnessed by a qualified testing agency.
C. Sample Warranty: For special warranty.

1.5 FIELD CONDITIONS

A. Field Measurements: Verify layout information for chain-link fences and gates shown on Drawings in relation to property survey and existing structures. Verify dimensions by field measurements.

1.6 WARRANTY

A. Special Warranty: Installer agrees to repair or replace components of chain-link fences and gates that fail in materials or workmanship within specified warranty period.
   1. Failures include, but are not limited to, the following:
      a. Failure to comply with performance requirements.
      b. Deterioration of metals, metal finishes, and other materials beyond normal weathering.
   2. Warranty Period: Five years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 CHAIN-LINK FENCE FABRIC

A. General: Provide fabric in one-piece heights measured between top and bottom of outer edge of selvage knuckle or twist according to "CLFMI Product Manual" and requirements indicated below:
   1. Fabric Height: 72 inches.
   2. Steel Wire for Fabric: Wire diameter of 0.148-inch.
      a. Mesh Size: 2 inches.
      b. Zinc-Coated Fabric: ASTM A 392, Type II, Class 2, 2.0 oz./sq. ft. with zinc coating applied after weaving.
   3. Selvage: Knuckled at both selvages.

2.2 FENCE FRAMEWORK

A. Posts and Rails: ASTM F 1043 for framework, including rails, braces, and line; terminal; and corner posts. Provide members with minimum dimensions and wall thickness according to ASTM F 1043 based on the following:
   1. Fence Height: 72 inches.
   2. Heavy-Industrial-Strength Material: Group IA, round steel pipe, Schedule 40.
      a. Line Post: 4.0 inches in diameter.
      b. End, Corner, and Pull Posts: 4.0 inches in diameter.
   3. Horizontal Framework Members: top and bottom rails according to ASTM F 1043.
      a. Top Rail: 1.66 inches in diameter.
   4. Brace Rails: ASTM F 1043.
   5. Metallic Coating for Steel Framework:
      a. Type A: Not less than minimum 2.0-oz./sq. ft. average zinc coating according to ASTM A 123 or 4.0-oz./sq. ft. zinc coating according to ASTM A 653.

2.3 FITTINGS

A. Provide fittings according to ASTM F 626.
B. Post Caps: Provide for each post.
   1. Provide line post caps with loop to receive tension wire or top rail.
C. Rail and Brace Ends: For each gate, corner, pull, and end post.
D. Rail Fittings: Provide the following:
   1. Top Rail Sleeves: Pressed-steel or round-steel tubing not less than 6 inches long.
   2. Rail Clamps: Line and corner boulevard clamps for connecting top and bottom rails to posts.
E. Tension Bars: Steel, length not less than 2 inches shorter than full height of chain-link fabric. Provide 1 bar for each gate and end post, and 2 for each corner and pull post, unless fabric is integrally woven into post.
F. Tie Wires, Clips, and Fasteners: According to ASTM F 626.
   1. Standard Round Wire Ties: For attaching chain-link fabric to posts, rails, and frames, according to the following:
      a. Hot-Dip Galvanized Steel: 0.148-inch diameter wire; galvanized coating thickness matching coating thickness of chain-link fence fabric.
G. Finish:
   1. Metallic Coating for Pressed Steel or Cast Iron: Not less than 1.2 oz./sq. ft. of zinc.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine areas and conditions, with Installer present, for compliance with requirements for site clearing, earthwork, pavement work, and other conditions affecting performance of the Work.
   1. Do not begin installation before final grading is completed unless otherwise permitted by Architect.

B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

A. Stake locations of fence lines, gates, and terminal posts. Do not exceed intervals of 500 feet or line of sight between stakes. Indicate locations of utilities, lawn sprinkler system, underground structures, benchmarks, and property monuments.

3.3 CHAIN-LINK FENCE INSTALLATION

A. Install chain-link fencing according to ASTM F 567 and more stringent requirements specified.
   1. Install fencing on established boundary lines inside property line.

B. Post Excavation: Drill or hand-excavate holes for posts to diameters and spacings indicated, in firm, undisturbed soil.

C. Post Setting: Set posts in concrete at indicated spacing into firm, undisturbed soil.
   1. Verify that posts are set plumb, aligned, and at correct height and spacing, and hold in position during setting with concrete or mechanical devices.
   2. Concrete Fill: Place concrete around posts to dimensions indicated and vibrate or tamp for consolidation. Protect aboveground portion of posts from concrete splatter.
      a. Exposed Concrete: Extend 2 inches above grade; shape and smooth to shed water.

D. Terminal Posts: Install terminal end, corner, and gate posts according to ASTM F 567 and terminal pull posts at changes in horizontal or vertical alignment of 15 degrees or more. For runs exceeding 500 feet, space pull posts an equal distance between corner or end posts.

E. Line Posts: Space line posts uniformly at 96 inches o.c.

F. Post Bracing and Intermediate Rails: Install according to ASTM F 567, maintaining plumb position and alignment of fence posts. Diagonally brace terminal posts to adjacent line posts with truss rods and turnbuckles. Install braces at end and gate posts and at both sides of corner and pull posts.
   1. Locate horizontal braces at midheight of fabric 72 inches or higher, on fences with top rail, and at two-third fabric height on fences without top rail. Install so posts are plumb when diagonal rod is under proper tension.

G. Top Rail: Install according to ASTM F 567, maintaining plumb position and alignment of fence posts. Run rail continuously through line post caps, bending to radius for curved runs and terminating into rail end attached to posts or post caps fabricated to receive rail at terminal posts. Provide expansion couplings as recommended in writing by fencing manufacturer.

H. Bottom Rails: Secure to posts with fittings.

I. Chain-Link Fabric: Apply fabric to outside of enclosing framework. Leave 1-inch bottom clearance between finish grade or surface and bottom selvage unless otherwise indicated. Pull fabric taut and tie to posts, rails, and tension wires. Anchor to framework so fabric remains under tension after pulling force is released.

J. Tension or Stretcher Bars: Thread through fabric and secure to end, corner, pull, and gate posts, with tension bands spaced not more than 15 inches o.c.

K. Tie Wires: Use wire of proper length to firmly secure fabric to line posts and rails. Attach wire at one end to chain-link fabric, wrap wire around post a minimum of 180 degrees, and attach other end to chain-link fabric according to ASTM F 626. Bend ends of wire to minimize hazard to individuals and clothing.

1. Maximum Spacing: Tie fabric to line posts at 12 inches o.c. and to braces at 24 inches o.c.

L. Fasteners: Install nuts for tension bands and carriage bolts on the side of fence opposite the fabric side. Peen ends of bolts or score threads to prevent removal of nuts.

END OF SECTION

SECTION 32 33 00 - SITE FURNISHINGS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. The Work to be performed under this Section of the Specification consists of furnishing and installing various miscellaneous park equipment.
B. Related Requirements:
   1. Division 01 Specification Sections apply to Work of this Section.

1.2 SUBMITTALS

A. Submit Shop Drawings for each product. Indicate details of fabrication, color anchorage, and related construction. Indicate accessories and finishes.

PART 2 - PRODUCTS

2.1 FOUL POLES

A. Beacon Athletics standard foul pole, 15-foot height.
   1. Color: Optic yellow; 800.747.5985.

2.2 EQUIPMENT

A. Pitching Rubber: Beacon Athletics – Bulldog 3-inch Pitching Rubber, Youth. Install per manufacturer's specifications.
B. Home Plate: Beacon Athletics: Home Plate with Anchor and Stanchion. Install per manufacturers specifications.
C. Bases: Beacon Athletics. Pro-Style Base Set. Install per manufacturer's specifications.
D. Fence Top Protection: All 6-ft. height outfield fencing (excluding backstop) to have Beacon Athletic PlastiCap Fence Topper. Color: Yellow. Installed per manufacturers Specifications.

2.3 SCOREBOARDS

A. Provide 3 Daktronics Model #BA-2518, 9-ft. L by 4-ft. H scoreboard. Provide 3 Daktronics compatible hardwired control units. Colors to be specified by Architect. Mounting hardware and post colors shall be selected by Owner/Architect. Contact Daktronics: 800.325.8766.
B. Scoreboards: Contractor shall install scoreboards on concrete foundations and posts as recommended by the manufacturer. Posts shall be primed and painted, color selection by Owner/Architect. Contractor shall provide a foundation design by a professional Engineer who is licensed in the State of Texas. Contractor shall provide the concrete foundation, all grounding as required by manufacturer, and per the electric code and supply conduit and wiring for power and controls.

PART 3 - EXECUTION

3.1 INSTALLATION

A. All items shall be supplied and installed by Contractor as shown on the Plans and as recommended by the manufacturer.

END OF SECTION

SECTION 32 92 00 - TURF AND GRASSES

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Sodding.
   2. Turf renovation.
B. Related Requirements:
   1. Division 01 Specification Sections apply to Work of this Section.

1.2 DEFINITIONS

A. Finish Grade: Elevation of finished surface of planting soil.
B. Pesticide: A substance or mixture intended for preventing, destroying, repelling, or mitigating a pest. Pesticides include insecticides, miticides, herbicides, fungicides, rodenticides, and molluscicides. They also include substances or mixtures intended for use as a plant regulator, defoliant, or desiccant.
C. Pests: Living organisms that occur where they are not desired or that cause damage to plants, animals, or people. Pests include insects, mites, grubs, mollusks (snails and slugs), rodents (gophers, moles, and mice), unwanted plants (weeds), fungi, bacteria, and viruses.
D. Planting Soil: Imported soil; or manufactured soil that has been modified with soil amendments and perhaps fertilizers to produce a soil mixture best for plant growth. See Section 31 22 16.10 "Fine Grading for Athletic Field" for planting soils.
E. Subgrade: The surface or elevation of subsoil remaining after excavation is complete, or the top surface of a fill or backfill before planting soil is placed.

1.3 INFORMATIONAL SUBMITTALS

A. Qualification Data: For landscape Installer.
B. Certification of Grass Seed: From seed vendor for each grass-seed monostand or mixture, stating the botanical and common name, percentage by weight of each species and variety, and percentage of purity, germination, and weed seed. Include the year of production and date of packaging.
   1. Certification of each seed mixture for turfgrass sod. Include identification of source and name and telephone number of supplier.
C. Product Certificates: For fertilizers, from manufacturer.
D. Pesticides and Herbicides: Product label and manufacturer's application instructions specific to Project.

1.4 QUALITY ASSURANCE

A. Installer Qualifications: A qualified landscape installer whose work has resulted in successful turf establishment.
   1. Experience: Three years' experience in turf installation in addition to requirements in Section 01 40 00 "Quality Requirements."
   2. Installer's Field Supervision: Require Installer to maintain an experienced full-time supervisor on Project site when work is in progress.
   3. Pesticide Applicator: State licensed, commercial.

1.5 DELIVERY, STORAGE, AND HANDLING

A. Seed and Other Packaged Materials: Deliver packaged materials in original, unopened containers showing weight, certified analysis, name and address of manufacturer, and indication of compliance with state and Federal laws, as applicable.
B. Sod: Harvest, deliver, store, and handle sod according to requirements in "Specifications for Turfgrass Sod Materials" and "Specifications for Turfgrass Sod Transplanting and Installation" sections in TPI's "Guideline Specifications to Turfgrass Sodding." Deliver sod within 24 hours of harvesting and in time for planting promptly. Protect sod from breakage and drying.
C. Bulk Materials:
    1. Do not dump or store bulk materials near structures, utilities, walkways and pavements, or on existing turf areas or plants.
    2. Provide erosion-control measures to prevent erosion or displacement of bulk materials; discharge of soil-bearing water runoff; and airborne dust reaching adjacent properties, water conveyance systems, or walkways.
    3. Accompany each delivery of bulk materials with appropriate certificates.

1.6 FIELD CONDITIONS

A. Weather Limitations: Proceed with planting only when existing and forecasted weather conditions permit planting to be performed when beneficial and optimum results may be obtained. Apply products during favorable weather conditions according to manufacturer's written instructions.

PART 2 - PRODUCTS

2.1 TURFGRASS SOD

A. Turfgrass Sod: Number 1 Quality/Premium, including limitations on thatch, weeds, diseases, nematodes, and insects, complying with "Specifications for Turfgrass Sod Materials" in TPI's "Guideline Specifications to Turfgrass Sodding." Furnish viable sod of uniform density, color, and texture that is strongly rooted and capable of vigorous growth and development when planted.
B. Turfgrass Species: Bermudagrass 'Tifway' 419 (Cynodon dactylon 'Tifway' 419).

2.2 FERTILIZERS

A. Commercial Fertilizer: Commercial-grade complete fertilizer of neutral character, consisting of fast- and slow-release nitrogen, 50 percent derived from natural organic sources of urea formaldehyde, phosphorous, and potassium in the following composition:
    1. Composition: 1 lb/1000 sq. ft. of actual nitrogen, 4 percent phosphorous, and 2 percent potassium, by weight.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine areas to be planted for compliance with requirements and other conditions affecting installation and performance of the Work.
   1. Verify that no foreign or deleterious material or liquid such as paint, paint washout, concrete slurry, concrete layers or chunks, cement, plaster, oils, gasoline, diesel fuel, paint thinner, turpentine, tar, roofing compound, or acid has been deposited in soil within a planting area.
   2. Suspend planting operations during periods of excessive soil moisture until the moisture content reaches acceptable levels to attain the required results.
   3. Uniformly moisten excessively dry soil that is not workable or which is dusty.

B. Proceed with installation only after unsatisfactory conditions have been corrected.

C. If contamination by foreign or deleterious material or liquid is present in soil within a planting area, remove the soil and contamination as directed by Architect and replace with new planting soil.

3.2 PREPARATION

A. Protect structures; utilities; sidewalks; pavements; and other facilities, trees, shrubs, and plantings from damage caused by planting operations.
   1. Protect adjacent and adjoining areas from hydroseeding and hydromulching overspray.
   2. Protect grade stakes set by others until directed to remove them.

B. Install erosion-control measures to prevent erosion or displacement of soils and discharge of soil-bearing water runoff or airborne dust to adjacent properties and walkways.

3.3 TURF AREA PREPARATION

A. General: Prepare planting area for soil placement and mix planting soil according to Section 31 22 16.10 "Fine Grading for Athletic Field."

B. Placing Planting Soil: Place and mix planting soil in place over exposed subgrade.
   1. Reduce elevation of planting soil to allow for soil thickness of sod.

C. Moisten prepared area before planting if soil is dry. Water thoroughly and allow surface to dry before planting. Do not create muddy soil.

D. Before planting, obtain Architect's acceptance of finish grading; restore planting areas if eroded or otherwise disturbed after finish grading.

3.4 SODDING

A. Lay sod within 24 hours of harvesting. Do not lay sod if dormant or if ground is frozen or muddy.

B. Lay sod to form a solid mass with tightly fitted joints. Butt ends and sides of sod; do not stretch or overlap. Stagger sod strips or pads to offset joints in adjacent courses. Avoid damage to soil or sod during installation. Tamp and roll lightly to ensure contact with soil, eliminate air pockets, and form a smooth surface. Work sifted soil or fine sand into minor cracks between pieces of sod; remove excess to avoid smothering sod and adjacent grass.
   1. Lay sod across slopes exceeding 1:3.
   2. Anchor sod on slopes exceeding 1:6 with wood pegs or steel staples spaced as recommended by sod manufacturer but not less than two anchors per sod strip to prevent slippage.

C. Saturate sod with fine water spray within two hours of planting. During first week after planting, water daily or more frequently as necessary to maintain moist soil to a minimum depth of 1-1/2 inches below sod.

3.5 TURF RENOVATION

A. Renovate existing turf where indicated.

B. Renovate turf damaged by Contractor's operations, such as storage of materials or equipment and movement of vehicles.
   1. Reestablish turf where settlement or washouts occur or where minor regrading is required.
   2. Install new planting soil as required.

C. Remove sod and vegetation from diseased or unsatisfactory turf areas; do not bury in soil.

D. Remove topsoil containing foreign materials, such as oil drippings, fuel spills, stones, gravel, and other construction materials resulting from Contractor's operations, and replace with new planting soil.

E. Mow, dethatch, core aerate, and rake existing turf.

F. Remove weeds before seeding. Where weeds are extensive, apply selective herbicides as required. Do not use pre-emergence herbicides.

G. Remove waste and foreign materials, including weeds, soil cores, grass, vegetation, and turf, and legally dispose of them off Owner's property.

H. Till stripped, bare, and compacted areas thoroughly to a soil depth of 6 inches.

I. Apply soil amendments and initial fertilizer required for establishing new turf and mix thoroughly into top 4 inches of existing soil. Install new planting soil to fill low spots and meet finish grades.
   1. Initial Fertilizer: Commercial fertilizer applied according to manufacturer's recommendations.

J. Apply sod as required for new turf.

K. Water newly planted areas and keep moist until new turf is established.

3.6 TURF MAINTENANCE

A. General: Maintain and establish turf by watering, fertilizing, weeding, mowing, trimming, replanting, and performing other operations as required to establish healthy, viable turf. Roll, regrade, and replant bare or eroded areas and remulch to produce a uniformly smooth turf. Provide materials and installation the same as those used in the original installation.
   1. Fill in as necessary soil subsidence that may occur because of settling or other processes. Replace materials and turf damaged or lost in areas of subsidence.
   2. In areas where mulch has been disturbed by wind or maintenance operations, add new mulch and anchor as required to prevent displacement.
   3. Apply treatments as required to keep turf and soil free of pests and pathogens or disease. Use integrated pest management practices whenever possible to minimize the use of pesticides and reduce hazards.

B. Watering: Modify existing irrigation system as required to provide full coverage of new sod. Keep turf uniformly moist to a depth of 4 inches.
   1. Schedule watering to prevent wilting, puddling, erosion, and displacement of seed or mulch. Lay out temporary watering system to avoid walking over muddy or newly planted areas.
   2. Water turf with fine spray at a minimum rate of 1 inch per week unless rainfall precipitation is adequate.

C. Mow turf as soon as top growth is tall enough to cut. Repeat mowing to maintain specified height without cutting more than one-third of grass height. Remove no more than one-third of grass-leaf growth in initial or subsequent mowings. Do not delay mowing until grass blades bend over and become matted. Do not mow when grass is wet. Schedule initial and subsequent mowings to maintain the following grass height:
   1. Mow bermudagrass to a height of 1/2- to 1 inch.

D. Turf Postfertilization: Apply commercial fertilizer after initial mowing and when grass is dry.
   1. Use fertilizer that provides actual nitrogen of at least 1 lb/1,000 sq. ft. to turf area.

3.7 SATISFACTORY TURF

A. Turf installations shall meet the following criteria as determined by Architect:
   1. Satisfactory Sodded Turf: At end of maintenance period, a healthy, well-rooted, even-colored, viable turf has been established, free of weeds, open joints, bare areas, and surface irregularities.

B. Use specified materials to reestablish turf that does not comply with requirements, and continue maintenance until turf is satisfactory.

3.8 CLEANUP AND PROTECTION

A. Promptly remove soil and debris created by turf work from paved areas. Clean wheels of vehicles before leaving site to avoid tracking soil onto roads, walks, or other paved areas.

B. Remove surplus soil and waste material, including excess subsoil, unsuitable soil, trash, and debris, and legally dispose of them off Owner's property.

C. Erect temporary fencing or barricades and warning signs as required to protect newly planted areas from traffic. Maintain fencing and barricades throughout initial maintenance period and remove after plantings are established.

D. Remove nondegradable erosion-control measures after grass establishment period.

3.9 MAINTENANCE SERVICE

A. Turf Maintenance Service: Provide full maintenance by skilled employees of landscape Installer. Maintain as required in "Turf Maintenance" Article. Begin maintenance immediately after each area is planted and continue until acceptable turf is established, but for not less than the following periods:
   1. Sodded Turf: 30 days from date of Substantial Completion.

END OF SECTION

EXHIBIT B

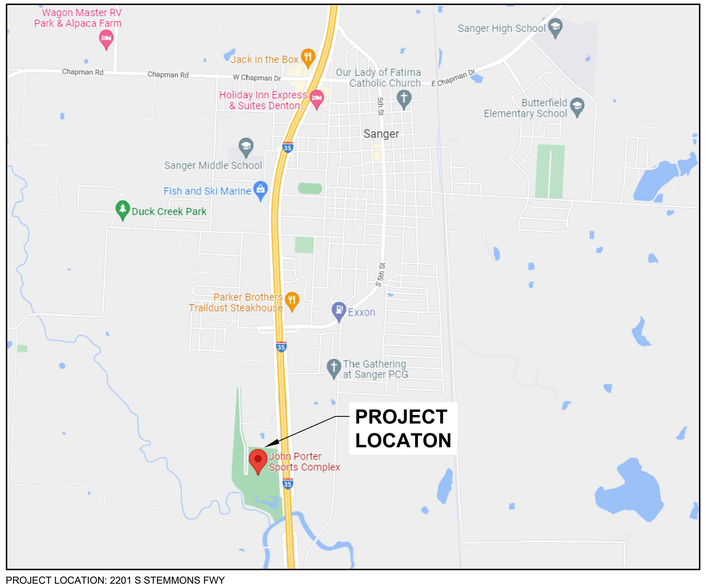
PLANS

JOHN PORTER SPORTS PARK SOFTBALL FIELD RENOVATIONS

CITY OF SANGER, TX

LOCATION MAP

NTS



PROJECT LOCATION: 2201 S STEMMONS FWY

SANGER CITY COUNCIL

THOMAS MUIR - MAYOR

MARISSA BARRETT- PLACE 1
GARY BILYEU - PLACE 2
DENNIS DILLON - PLACE 3
ALLEN CHICK - PLACE 4
VICTOR GANN - PLACE 5

JOHN NOBLITT - CITY MANAGER

EST. 1886 SANGER TEXAS

ISSUE FOR BID SUBMITTAL

OCTOBER 21, 2022

Parkhill Job No. 8156.22
RFP # 2023-02

Parkhill

255 N Center Street
Suite 200
Arlington, Texas 76011

Phone: 817.649.3216
Metro: 817.640.8212
Fax: 817.649.7645

ISSUE FOR BID | 10/21/2022

INDEX OF DRAWINGS

	GENERAL	
G-001	COVER & INDEX OF DRAWINGS	✓
G-002	EROSION CONTROL PLAN	✓
G-003	EROSION CONTROL DETAILS	✓
	LANDSCAPE	
LX100	EXISTING CONDITIONS & REMOVAL PLAN	✓
LC100	OVERALL CONSTRUCTION LAYOUT PLAN	✓
LC101	CONSTRUCTION LAYOUT PLAN 'FIELD 1'	✓
LC102	CONSTRUCTION LAYOUT PLAN 'FIELD 2'	✓
LC103	CONSTRUCTION LAYOUT PLAN 'FIELD 3'	✓
LG101	GRADING PLAN 'FIELD 1'	✓
LG102	GRADING PLAN 'FIELD 2'	✓
LG103	GRADING PLAN 'FIELD 3'	✓
LP100	PLANTING PLAN	✓
LI100	IRRIGATION PLAN	✓
L-501	SITE DETAILS	✓
L-502	SITE DETAILS	✓

REGISTERED LANDSCAPE ARCHITECT · BRANDON G. PETTY · 3545 · STATE OF TEXAS

10/21/2022

EXISTING UTILITIES
CONTRACTOR MUST VERIFY LOCATION OF ALL OVERHEAD AND UNDERGROUND UTILITIES PRIOR TO CONSTRUCTION. CONTRACTOR SHALL COORDINATE WITH TOWN OFFICIALS AND UTILITY COMPANIES IN LOCATING UTILITIES. CONTRACTOR SHALL BE HELD RESPONSIBLE FOR LOSSES DUE TO DAMAGE TO UTILITIES. LOCATION FOR ALL UTILITIES SHOWN ON PLANS ARE APPROXIMATE. CONTRACTOR SHALL CALL TEXAS 811, 1-800-344-8377.

N

0 40 80 Feet

Parkhill

REGISTERED LANDSCAPE ARCHITECT
BRANDON G. BELL
2845
STATE OF TEXAS

10/21/2022

Parkhill.com

John Porter Sports Park
Softball Field Renovations

EST. 1886 SANGER TEXAS

CLIENT

City of Sanger
2201 S. Stemmons
Sanger, TX 76266

PROJECT NO.
8156.22

KEY PLAN

#	DATE	DESCRIPTION
-	10/21/2022	Issue for Bid

Erosion Control Plan

G-002

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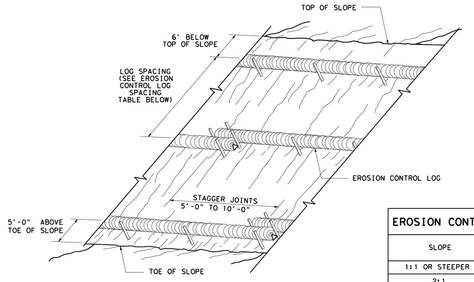
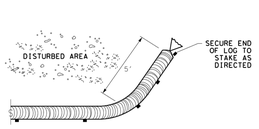
FILE:



EROSION CONTROL LOGS ON SLOPES
STAKE AND TRENCHING ANCHORING

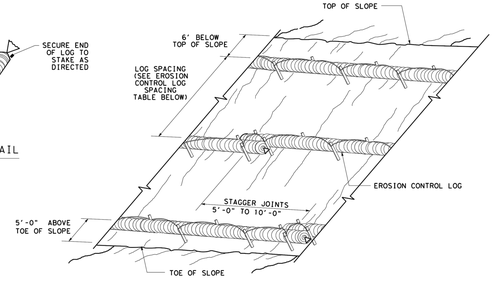
CL-SST



END SECTION RAP DETAIL

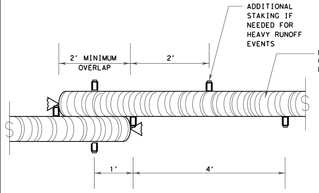
EROSION CONTROL LOG SPACING TABLE				
SLOPE	LOG DIAMETER			
	6"	8"	12"	18"
1:1 OR STEEPER	5'	10'	15'	20'
2:1	10'	20'	30'	40'
3:1	15'	30'	45'	60'
4:1 OR FLATTER	20'	40'	60'	80'

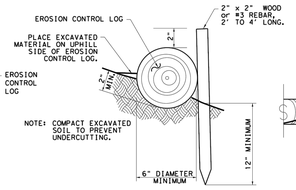
* ADJUSTMENTS CAN BE MADE FOR SOIL TYPE:
SOFT, LOAMY SOILS-ADJUST ROWS CLOSER TOGETHER;
HARD, ROCKY SOILS- ADJUST ROWS FARTHER APART



EROSION CONTROL LOGS ON SLOPES
STAKE AND LASHING ANCHORING

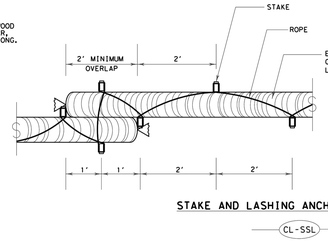
CL-SSL

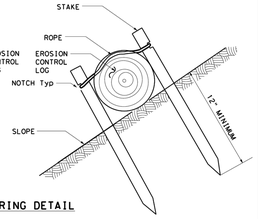




STAKE AND TRENCHING ANCHORING DETAIL

CL-SST

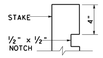




STAKE AND LASHING ANCHORING DETAIL

CL-SSL

TRENCH DEPTH TABLE	
LOG DIAMETER	DEPTH
6"	2"
8"	3"
12"	4"
18"	5"



STAKE NOTCH DETAIL

SHEET 2 OF 3

Texas Department of Transportation — Design Division Standard

TEMPORARY EROSION, SEDIMENT AND WATER POLLUTION CONTROL MEASURES

EROSION CONTROL LOG

EC(9)-16

FILE: ec016	DW: TxDOT	CK: KM	DW: LS/PT	CK: LS
©TxDOT: JULY 2016	CONT	SECT	JOB	HIGHWAY
REVISIONS				
	DIST	COUNTY		SHEET NO.

DATE:
FILE:

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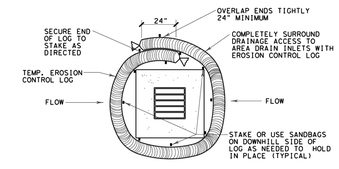
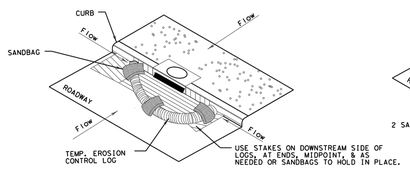


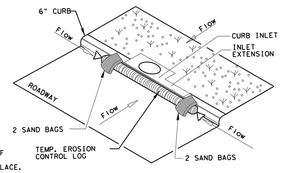
EROSION CONTROL LOG AT DROP INLET

CL-DI



EROSION CONTROL LOG AT CURB INLET

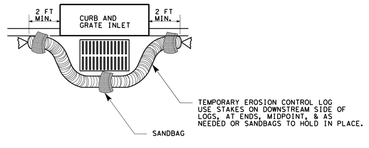
CL-CI



EROSION CONTROL LOG AT CURB INLET

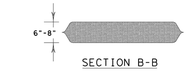
CL-CI

NOTE:
EROSION CONTROL LOGS USED AT CURB INLETS SHOULD ONLY BE USED IF THEY WILL NOT IMPEDE TRAFFIC OR FLOOD THE ROADWAY OR WHEN THE STORM SEWER SYSTEM IS NOT FULLY FUNCTIONAL.

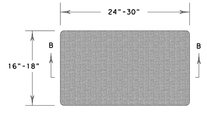


EROSION CONTROL LOG AT CURB & GRADE INLET

CL-GI



SECTION B-B



SANDBAG DETAIL

SHEET 3 OF 3

Texas Department of Transportation — Design Division Standard

TEMPORARY EROSION, SEDIMENT AND WATER POLLUTION CONTROL MEASURES

EROSION CONTROL LOG

EC(9)-16

FILE: ec016	DW: TxDOT	CK: KM	DW: LS/PT	CK: LS
©TxDOT: JULY 2016	CONT	SECT	JOB	HIGHWAY
REVISIONS				
	DIST	COUNTY		SHEET NO.

EROSION CONTROL NOTES

A. EROSION CONTROL LOGS SHALL BE INSTALLED IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS, OR AS DIRECTED BY THE ENGINEER.
B. LENGTHS OF EROSION CONTROL LOGS SHALL BE IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS AND AS REQUIRED FOR THE PURPOSE INTENDED.
C. UNLESS OTHERWISE DIRECTED, USE BIODEGRADABLE OR PHOTODEGRADABLE CONTAINMENT MESH ONLY WHERE LOG WILL REMAIN IN PLACE AS PART A VEGETATIVE SYSTEM. FOR TEMPORARY INSTALLATIONS, USE RECYCLABLE CONTAINMENT MESH.
D. FILL LOGS WITH SUFFICIENT FILLER MATERIAL TO ACHIEVE THE MINIMUM COMPACTED DIAMETER SPECIFIED IN THE PLANS WITHOUT EXCESSIVE DEFORMATION.
E. STAKES SHALL BE 2" X 2" WOOD 2' - 4' LONG, EMBEDDED SUCH THAT 2" PROTRUDES ABOVE LOG, OR AS DIRECTED BY THE ENGINEER.
F. DO NOT PLACE STAKES THROUGH CONTAINMENT MESH.
G. COMPOST CRADLE MESH IN INCIDENTAL & WILL NOT BE PAID FOR SEPARATELY.
H. SANDBAGS USED AS ANCHORS SHALL BE OF SUFFICIENT SIZE TO HOLD LOGS IN PLACE.
I. TURN THE ENDS OF EACH ROW OF LOGS UPSLOPE TO PREVENT RUNOFF FROM FLOWING AROUND THE LOG.
J. FOR HEAVY RUNOFF EVENTS, ADDITIONAL UPSTREAM STAKES MAY BE NECESSARY TO KEEP LOGS FROM FOLDING IN ON ITSELF.

Parkhill

10/21/2022

Parkhill.com

John Porter Sports Park Softball Field Renovations

EST. 1886 SANGER TEXAS

CLIENT

City of Sanger
2201 S. Stemmons
Sanger, TX 76266

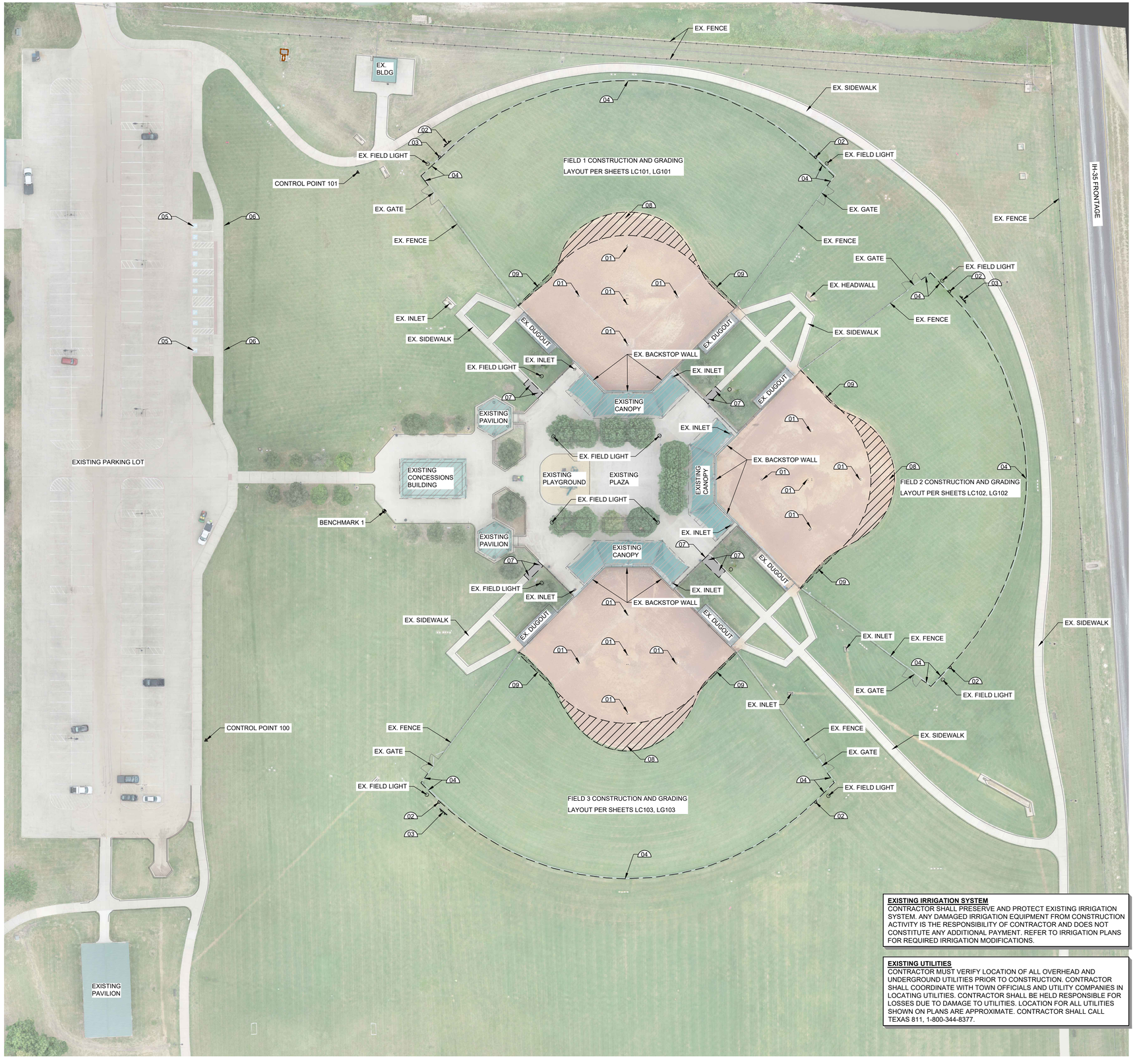
PROJECT NO.
8156.22

KEY PLAN

#	DATE	DESCRIPTION
-	10/21/2022	Issue for Bid

Erosion Control Details

G-003



DEMOLITION NOTES

REMOVE EXISTING CONSTRUCTION AS INDICATED BY: (00)

1. REMOVE AND DISPOSE OF HOME PLATE, PITCHERS RUBBER AND BASES.
2. REMOVE AND DISPOSE OF FOUL POLE.
3. REMOVE AND DISPOSE OF SCOREBOARD, POSTS AND FOOTINGS.
4. REMOVE AND DISPOSE OF CHAIN LINK FENCE.
5. SANDBLAST AND REMOVE ADA SYMBOL.
6. REMOVE AND DISPOSE OF ADA SIGN.
7. SAWCUT, REMOVE AND DISPOSE OF PEDESTRIAN PAVING TO NEAREST JOINT.
8. REMOVE AND DISPOSE OF INFILL DIRT TO NEW INFIELD EXTENTS. REF. LP101 AND SPECIFICATIONS FOR NEW TOPSOIL AND SOD.
9. REMOVE AND DISPOSE OF SOD TO NEW INFIELD EXTENTS. REF. LP101 AND SPECIFICATIONS FOR NEW TOPSOIL AND SOD.

LEGEND

- REMOVE AND DISPOSE OF CHAIN LINK FENCE.
- REMOVE AND DISPOSE OF INFILL DIRT.
- REMOVE AND DISPOSE OF SOD.
- REMOVE AND DISPOSE OF PEDESTRIAN PAVING.

SITE DEMOLITION GENERAL NOTES

A. CALL BEFORE YOU DIG: THE CONTRACTOR SHALL VERIFY THE LOCATION, SIZE AND MATERIAL OF ALL UTILITIES THAT WILL BE AFFECTED BY CONSTRUCTION OPERATIONS PRIOR TO BREAKING GROUND, DEMOLITION, OR CONSTRUCTION, THE CONTRACTOR SHALL CONTACT ALL AFFECTED UTILITIES 48 HOURS PRIOR TO THE START OF DEMOLITION, THIS INCLUDES, BUT IS NOT LIMITED TO CONTACTING THE APPROPRIATE ONE-CALL UTILITY NOTIFICATION SERVICE, I.E. TEXAS811 (800) 344-8377. THE CONTRACTOR SHALL LOCATE AND VERIFY THE EXISTENCE OF ALL UTILITIES PRIOR TO STARTING WORK.

B. FILL ALL EMPTY FOOTING HOLES FROM FENCING, SCOREBOARDS AND FOUL POLES, AND ANY OTHER ITEMS TO BE REMOVED, AND COMPACT TO BE FLUSH WITH EXISTING GRADE.

C. PREPARE THE PROJECT SITE AND DESIGNATED EASEMENTS FOR CONSTRUCTION OPERATIONS BY REMOVING AND DISPOSING OF ALL OBSTRUCTIONS, WHEN REMOVAL OF SUCH OBSTRUCTIONS IS NOT SPECIFICALLY SHOWN ON THE PLANS, IT SHALL BE CONSIDERED INTEGRAL TO THE NEW CONSTRUCTION BID ITEM.

D. PROTECT ALL EXISTING FEATURES NOT INDICATED FOR DEMOLITION. DO NOT PARK EQUIPMENT, SERVICE EQUIPMENT, STORE MATERIALS, OR DISTURB THE ROOT AREA UNDER THE BRANCHES OF TREES DESIGNATED FOR PRESERVATION.

E. NOTIFY THE LANDSCAPE ARCHITECT IN WRITING WHEN ITEMS NOT SHOWN ON THE PLANS AND NOT REASONABLY DETECTABLE (BURIED WITH NO OBVIOUS INDICATION OF PRESENCE) ARE ENCOUNTERED AND REQUIRED TO BE REMOVED.

F. REMOVE OBSTRUCTIONS NOT DESIGNATED FOR PRESERVATION TO A DEPTH OF 2 FEET BELOW NATURAL GROUND IN AREAS RECEIVING EMBANKMENT (FILL), REMOVE OBSTRUCTIONS TO A DEPTH OF 2 FEET BELOW THE EXCAVATION LEVEL IN AREAS TO BE EXCAVATED (CUT), REMOVE OBSTRUCTIONS TO A DEPTH OF 1 FOOT BELOW NATURAL GROUND IN ALL OTHER AREAS, AND CUT TREES AND STUMPS LEVEL WITH EXISTING GRADE, UNLESS OTHERWISE SHOWN ON CONSTRUCTION DOCUMENTS; BACKFILL, COMPACT, AND RESTORE AREAS WHERE OBSTRUCTIONS HAVE BEEN REMOVED WITH APPROVED FILL MATERIAL.

G. THE CONTRACTOR SHALL ACCEPT OWNERSHIP AND DISPOSE OF REMOVED MATERIALS AND DEBRIS AT LOCATIONS OFF SITE IN ACCORDANCE WITH LOCAL, STATE, AND FEDERAL REQUIREMENTS, UNLESS OTHERWISE SHOWN ON CONSTRUCTION DOCUMENTS.

H. STOCKPILE MATERIALS DESIGNATED SALVAGEABLE AT DESIGNATED SITES WHEN SHOWN ON THE PLANS OR AS DIRECTED; PREPARE STOCKPILE SITE BY REMOVING VEGETATION AND TRASH AND BY PROVIDING FOR PROPER DRAINAGE; MATERIAL NOT DESIGNATED TO BE SALVAGED WILL BECOME THE PROPERTY OF THE CONTRACTOR AND SHALL BE DISPOSED OF IN ACCORDANCE WITH FEDERAL, STATE, AND LOCAL REGULATIONS.

I. EXCAVATE (CUT) AREAS AS SHOWN ON THE PLANS OR AS DIRECTED; REMOVE MATERIALS ENCOUNTERED TO THE LINES, GRADES, AND TYPICAL SECTIONS SHOWN ON THE CONSTRUCTION DOCUMENTS; ACCEPT OWNERSHIP OF UNSUITABLE OR EXCESS MATERIAL AND DISPOSE OF MATERIAL IN ACCORDANCE WITH LOCAL, STATE, AND FEDERAL REGULATIONS AT LOCATIONS OFF SITE; MAINTAIN DRAINAGE IN THE EXCAVATED AREA TO AVOID DAMAGE TO AREAS OF CUT/FILL; CORRECT ANY DAMAGE TO THE SUBGRADE CAUSED BY WEATHER AT NO ADDITIONAL COST.

J. THE CONTRACTOR SHALL FURNISH APPROVED FILL MATERIAL CAPABLE OF FORMING A STABLE EMBANKMENT FROM REQUIRED EXCAVATION IN THE AREAS SHOWN ON THE CONSTRUCTION DOCUMENTS FROM APPROVED SOURCES OFF SITE.

K. EXCAVATION: EXCAVATE SOIL FROM AREAS IN WHICH GRADE CHANGE WILL OCCUR TO A DEPTH OF 6 INCHES AND STOCKPILE UNTIL AMENDED.

L. THE SCOPE OF WORK SHALL INCLUDE DISPOSAL OF ALL DEBRIS ASSOCIATED WITH DEMOLITION AND CONSTRUCTION OPERATIONS, THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL COORDINATION, INSPECTION, AND TESTING REQUIRED FOR LAWFUL DISPOSAL AS REQUIRED BY THE OWNER, LOCAL AND STATE CODE.

M. WHERE EXISTING UTILITIES AND/OR SERVICE LINES ARE CUT, BROKEN, OR DAMAGED, THE CONTRACTOR SHALL REPAIR THE UTILITY OR SERVICE LINES WITH THE SAME MATERIAL AND CONSTRUCTION OR BETTER UNLESS OTHERWISE NOTED ON THE CONSTRUCTION DOCUMENTS AT NO ADDITIONAL COST.

N. THE CONTRACTOR SHALL ASSUME THE RESPONSIBILITY OF FIELD VERIFICATION AND PROTECTION OF EXISTING CONDITIONS AND UTILITIES, THE ACTUAL HORIZONTAL OR VERTICAL LOCATION OF THE EXISTING UTILITIES SHALL NOT BE A BASIS FOR ADDITIONAL COMPENSATION.

O. THE CONTRACTOR SHALL NOT BEGIN DEMOLITION OPERATIONS UNTIL WRITTEN CONFIRMATION FROM THE OWNER HAS BEEN RECEIVED VERIFYING THAT ALL ITEMS TO BE SALVAGED BY THE OWNER HAVE BEEN REMOVED FROM THE SITE AND ADJACENT RESIDENTIAL PROPERTY.

P. ALL DAMAGES TO THE OWNER'S PROPERTY ON THE PROJECT SITE PRIOR TO SUBSTANTIAL COMPLETION SHALL BE REPAIRED OR REPLACED BY THE CONTRACTOR AS APPROVED BY THE OWNER, AT NO ADDITIONAL COST.

Q. EXISTING PAVING TO BE REMOVED SHALL BE SAW-CUT, OR REMOVED TO THE NEAREST JOINT TO CREATE CLEAN EDGES TO TIE INTO THE NEW CONSTRUCTION

R. DEMOLITION DIMENSIONS ARE APPROXIMATE AND SHALL BE FIELD VERIFIED BY THE CONTRACTOR; ANY DISCREPANCIES SHALL BE REPORTED TO THE LANDSCAPE ARCHITECT IMMEDIATELY FOR RESOLUTION.

S. THE CONTRACTOR IS RESPONSIBLE FOR ALL ASPECTS OF STORM WATER POLLUTION PREVENTION, SITE DRAINAGE, DUST CONTROL, NOISE POLLUTION, TRAFFIC CONTROL, SECURITY, FENCING, LIGHTING, PERMITTING, OR OTHER LOCAL OR STATE CODE REQUIREMENTS REQUIRED FOR CONSTRUCTION OPERATIONS, UNLESS OTHERWISE SHOWN ON CONSTRUCTION DOCUMENTS.

EXISTING IRRIGATION SYSTEM
CONTRACTOR SHALL PRESERVE AND PROTECT EXISTING IRRIGATION SYSTEM. ANY DAMAGED IRRIGATION EQUIPMENT FROM CONSTRUCTION ACTIVITY IS THE RESPONSIBILITY OF CONTRACTOR AND DOES NOT CONSTITUTE ANY ADDITIONAL PAYMENT. REFER TO IRRIGATION PLANS FOR REQUIRED IRRIGATION MODIFICATIONS.

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CONTROL POINTS

POINT NUMBER	NORTHING	EASTING	ELEVATION	DESCRIPTION
ON-SITE CONTROL				
100	7173262.31	2370223.92	610.67	#4 BAR W/LEMKE CAP
101	7173743.65	2370352.39	614.16	#4 BAR W/LEMKE CAP
BENCHMARKS				
1	7173456.47	2370374.93	619.77	BM CUT SQUARE
HORIZONTAL AND VERTICAL DATUM BASED ON OPUS CONTROL POINTS				
HORIZONTAL DATUM: NAD83 (2011), TEXAS STATE PLANE, NORTH CENTRAL ZONE				
VERTICAL DATUM: NAVD88				

N

0 40 80 Feet

Parkhill

RICHARD G. SELLERS 5345 REGISTERED LANDSCAPE ARCHITECT STATE OF TEXAS

10/21/2022

Parkhill.com

John Porter Sports Park Softball Field Renovations

SANGER EST. 1886 TEXAS

CLIENT

City of Sanger
2201 S. Stemmons
Sanger, TX 76266

PROJECT NO.
8156.22

KEY PLAN

#	DATE	DESCRIPTION
-	10/21/2022	Issue for Bid

Existing Conditions & Removal Plan

LX100

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KEY NOTES

AS INDICATED BY: (00)

1. INSTALL ADA SIGN ON EXISTING POST PER DETAIL A2/L-502.
2. ACCESSIBLE MARKING PER DETAIL A3, B3/L-502.
3. ACCESSIBLE AISLE MARKING PER DETAIL A1/L-502.
4. 4" WIDE WHITE PAINT STRIPE AS SPEC'D.

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N

0 40 80 Feet

Parkhill

REGISTERED LANDSCAPE ARCHITECT
JASON G. SELF
2345
STATE OF TEXAS

10/21/2022

Parkhill.com

John Porter Sports Park Softball Field Renovations

EST. 1886 SANGER TEXAS

CLIENT

City of Sanger
2201 S. Stemmons
Sanger, TX 76266

PROJECT NO.
8156.22

KEY PLAN

#	DATE	DESCRIPTION
-	10/21/2022	Issue for Bid

Overall Construction Layout Plan

LC100

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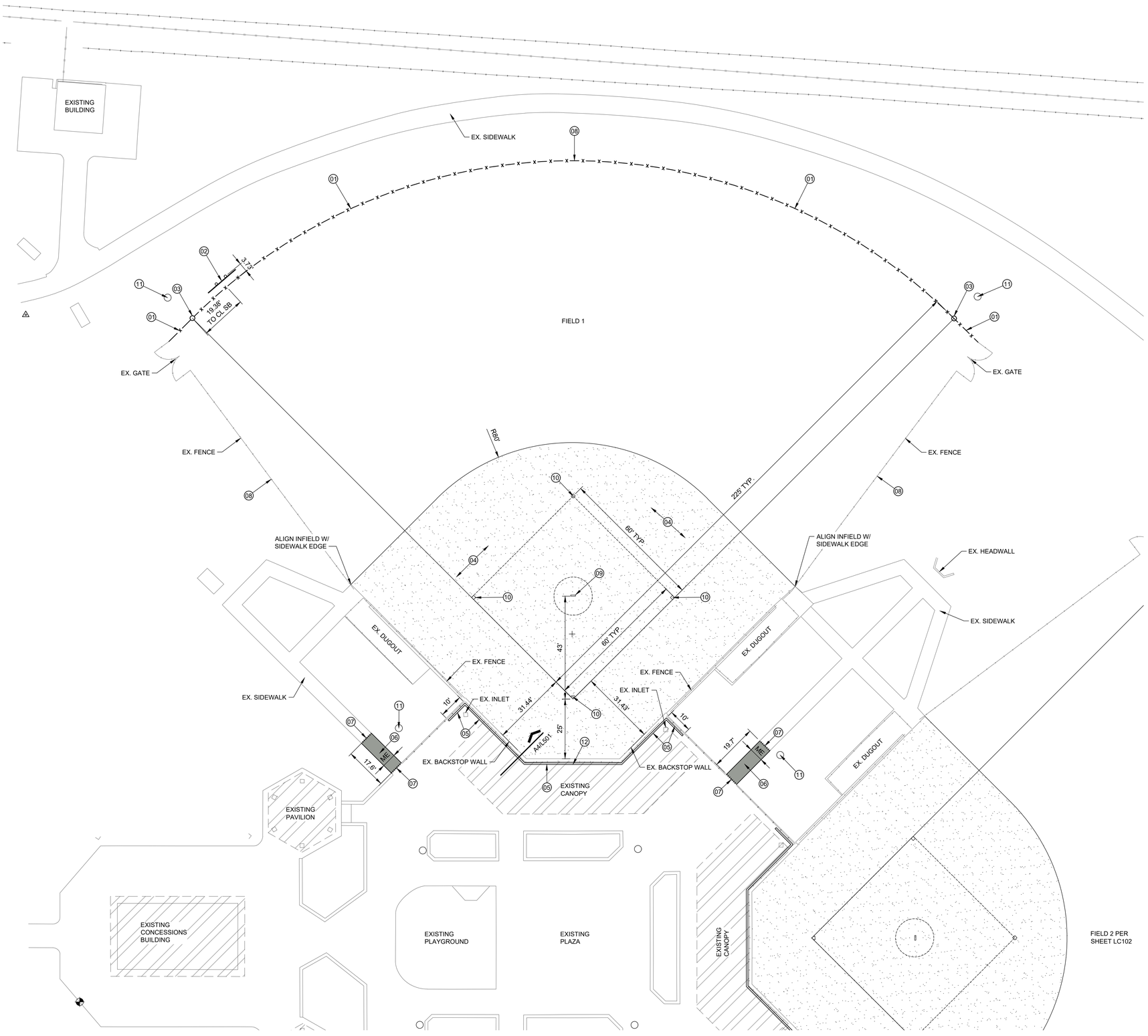

KEY NOTES

AS INDICATED BY: (00)

1. 6' HT. CHAIN LINK OUTFIELD FENCE PER DETAIL C1/L-501.
2. SCOREBOARD PER SPECIFICATIONS.
3. FOUL POLE. INSTALL IN-LINE WITH FOUL LINE AND OUTFIELD FENCE. INSTALL BOTTOM OF FIN 6'-6" ABOVE FINISH GRADE. REF. SPECIFICATIONS AND DETAIL A5/L-501.
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Parkhill

REGISTERED LANDSCAPE ARCHITECT · BRANDON G. BELL · 2645 · STATE OF TEXAS

10/21/2022

Parkhill.com

John Porter Sports Park Softball Field Renovations

EST. 1886 SANGER TEXAS

CLIENT

City of Sanger
2201 S. Stemmons
Sanger, TX 76266

PROJECT NO.
8156.22

KEY PLAN

#	DATE	DESCRIPTION
-	10/21/2022	Issue for Bid

Construction Layout Plan 'Field 1'

LC101

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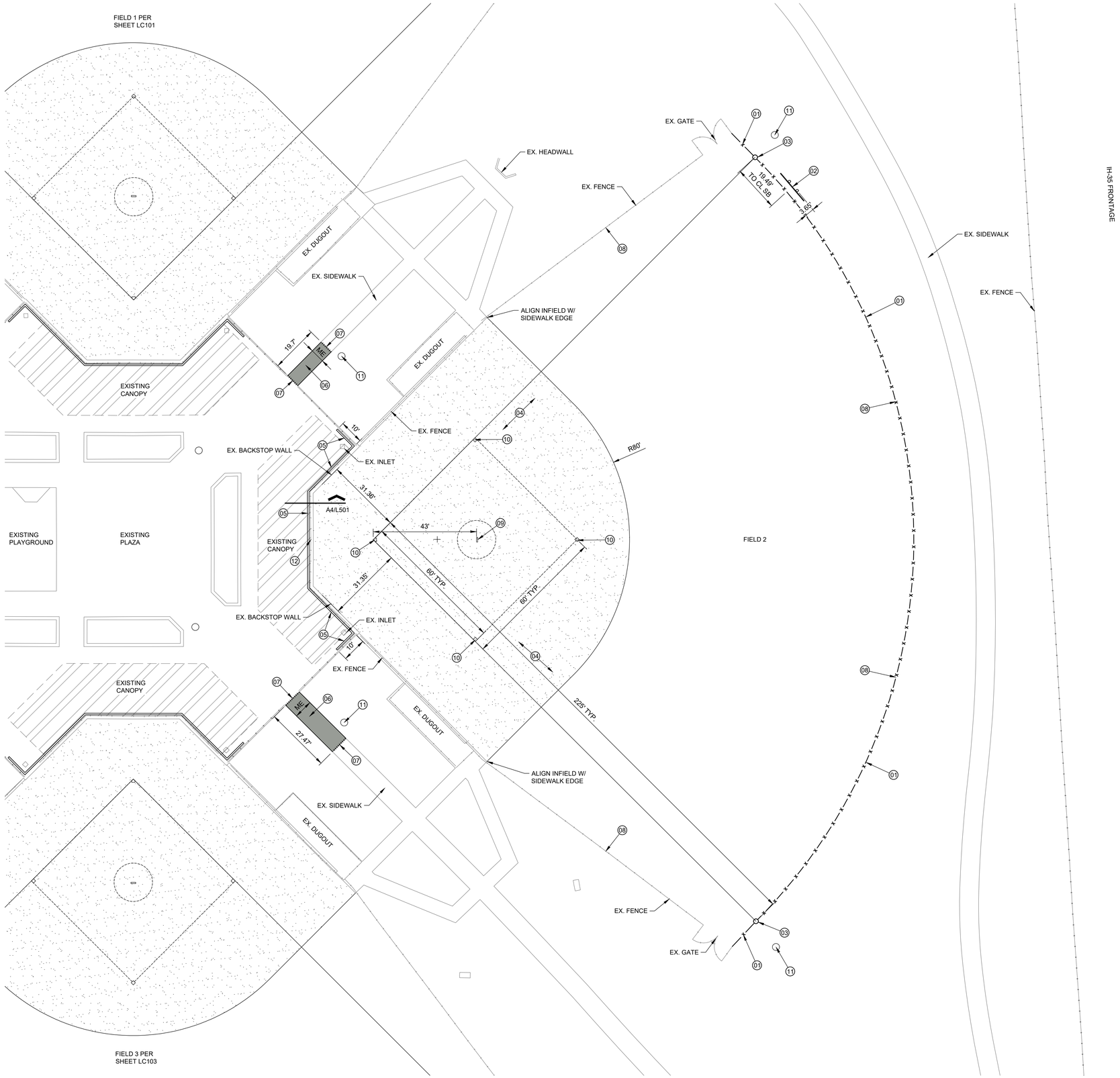

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AT NEW OUTFIELD FENCE LOCATION, REUSE EXISTING OUTFIELD FENCE MESH AND RAILS AND INSTALL ON NEW RAIL AND CORNER POSTS AND FOOTINGS.

EXISTING UTILITIES
CONTRACTOR MUST VERIFY LOCATION OF ALL OVERHEAD AND UNDERGROUND UTILITIES PRIOR TO CONSTRUCTION. CONTRACTOR SHALL COORDINATE WITH TOWN OFFICIALS AND UTILITY COMPANIES IN LOCATING UTILITIES. CONTRACTOR SHALL BE HELD RESPONSIBLE FOR LOSSES DUE TO DAMAGE TO UTILITIES. LOCATION FOR ALL UTILITIES SHOWN ON PLANS ARE APPROXIMATE. CONTRACTOR SHALL CALL TEXAS 811, 1-800-344-8377.

Parkhill

10/21/2022

Parkhill.com

John Porter Sports Park Softball Field Renovations

EST. 1886 SANGER TEXAS

CLIENT

City of Sanger
2201 S. Stemmons
Sanger, TX 76266

PROJECT NO.
8156.22

KEY PLAN

#	DATE	DESCRIPTION
-	10/21/2022	Issue for Bid

Construction Layout Plan 'Field 2'

LC102

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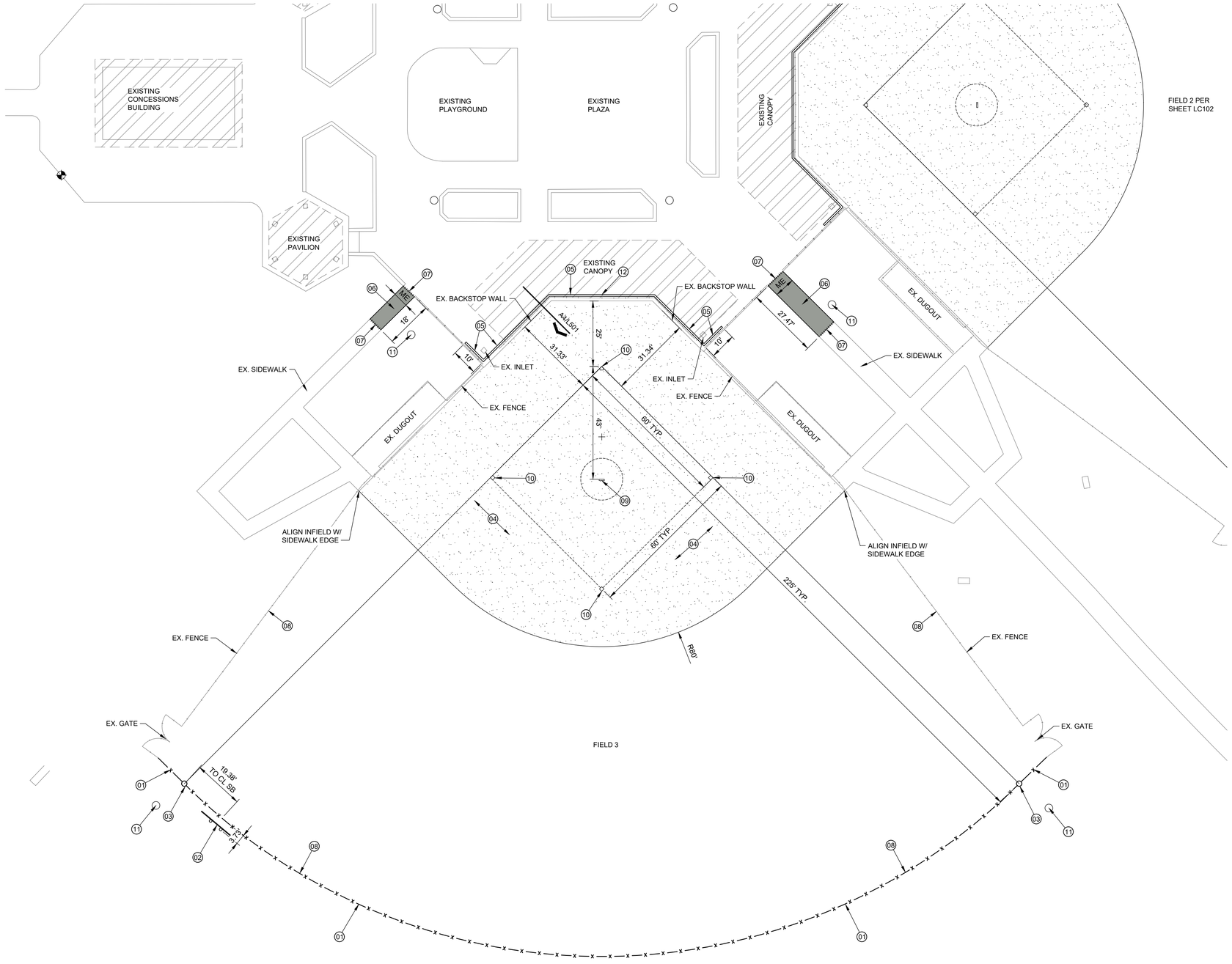

KEY NOTES

AS INDICATED BY: (00)

1. 6' HT. CHAIN LINK OUTFIELD FENCE PER DETAIL C1/L-501.
2. SCOREBOARD PER SPECIFICATIONS.
3. FOUL POLE. INSTALL IN-LINE WITH FOUL LINE AND OUTFIELD FENCE. INSTALL BOTTOM OF FIN 6'-6" ABOVE FINISH GRADE. REF. SPECIFICATIONS AND DETAIL A5/L-501.
4. EXISTING INFIELD DIRT TO RECEIVE FINE GRADING AND CONDITIONER PER SPECIFICATIONS.
5. CONCRETE CURB PER DETAIL A4, B4/L-501.
6. 5" THICK CONCRETE PEDESTRIAN PAVING PER DETAIL A1/L-501.
7. UNDERCUT HEADER TO EXISTING CONCRETE SIDEWALK PER DETAIL B1, B2/L-501.
8. INSTALL FENCE PADS ON EXISTING FOUL LINE FENCING AND NEW OUTFIELD FENCING PER SPECIFICATIONS.
9. PITCHING RUBBER PER SPECIFICATIONS. VERIFY PITCHING DISTANCE WITH OWNER PRIOR TO INSTALLATION.
10. BASES AND HOME PLATE PER SPECIFICATIONS.
11. RE-AIM EXISTING MUSCO LIGHT FIXTURES TO NEW FIELD LAYOUT. CONTACT: MUSCO - CHRIS JOHNSON, CHRIS.JOHNSON@MUSCO.COM.
12. EXISTING SCOREBOARD CONTROLLER TO BE REPLACED WITH NEW CONTROLLER COMPATIBLE WITH SCOREBOARD PER SPECIFICATIONS.

LEGEND

- EXISTING CHAIN LINK FENCE
- 6" HT. CHAIN LINK FENCE PER DETAIL A1/L-501.
- ISOLATION JOINT PER DETAIL A1/L-501.
- 5" THICK CONCRETE PEDESTRIAN PAVING PER DETAIL A1/L-501.
- EXISTING INFIELD DIRT TO RECEIVE FINE GRADING AND CONDITIONER PER SPECIFICATIONS.

SITE CONSTRUCTION GENERAL NOTES

EXAMINATION OF SITE OF WORK
BEFORE SUBMITTING A BID, EACH BIDDER SHALL CAREFULLY EXAMINE THE SITE OF WORK. EACH BIDDER SHALL INFORM HIMSELF/HERSELF PRIOR TO BIDDING AS TO THE EXISTING CONDITIONS AND LIMITATIONS UNDER WHICH THE WORK IS TO BE PERFORMED, AND SHALL INCLUDE IN HIS/HER BID A SUM TO COVER ALL COSTS OF ALL ITEMS NECESSARY TO PERFORM THE WORK AS SET FORTH IN THE CONTRACT DOCUMENTS. NO ALLOWANCE WILL BE MADE TO ANY BIDDER BECAUSE OF LACK OF SUCH EXAMINATION OR KNOWLEDGE. THE SUBMISSION OF A BID SHALL BE CONSTRUED AS CONCLUSIVE EVIDENCE THAT THE BIDDER IS SUFFICIENTLY FAMILIAR WITH ALL RELEVANT CONDITIONS.

CONCRETE FORMWORK AND REINFORCEMENT
THE CONTRACTOR SHALL NOTIFY THE OWNER'S REPRESENTATIVE A MINIMUM OF 48 HOURS PRIOR TO THE PLANNED PLACEMENT OF CONCRETE. THE OWNER'S REPRESENTATIVE MUST HAVE OBSERVED AND APPROVED THE FORMWORK AND REINFORCEMENT PRIOR TO ANY PLACEMENT OF CONCRETE

CONCRETE FINISH AND SAW JOINTS
THE CONTRACTOR SHALL PROVIDE AND MAINTAIN ON THE SITE SAMPLE PANELS OF PAVEMENT, SIZE PER SPECIFICATIONS, OR 4' X 4' IF NOT SPECIFIED, IN SIZE FOR EACH FINISH OF CONCRETE PAVEMENT. THE SURFACE FINISHES SHALL BE AS APPROVED BY THE ARCHITECT. ANY CONCRETE PLACED WITH AN IMPROPER FINISH SHALL BE REMOVED AND REPLACED AT THE CONTRACTOR'S EXPENSE. ALL SAW JOINTS SHALL BE SAWN WITHIN 24 HOURS OF CONCRETE PLACEMENT. ANY CONCRETE SAWN LATER THAN THIS WHICH, IN THE OPINION OF THE OWNER'S REPRESENTATIVE, HAS EXCESSIVE SHRINKAGE CRACKS DUE TO NOT HAVING BEEN SAWN SOON ENOUGH, SHALL BE REMOVED AND REPLACED AT THE CONTRACTOR'S EXPENSE.

ALIGNMENT AND TANGENCY OF PAVEMENTS
THE EDGES OF ALL FINISHED PAVING SHALL BE STRAIGHT OR SMOOTH CURVES (AS DELINEATED ON THE PLANS) WITH NO INTERRUPTIONS SUCH AS CHORDS, WAVES, JOGS, OR MISSED TANGENTS. PAVEMENT WITH SUCH INTERRUPTION SHALL BE REMOVED.

CITY STANDARDS
ALL WORK AND MATERIALS SHALL BE IN ACCORDANCE WITH THE CITY OF SANGER, TEXAS, STANDARD SPECIFICATIONS, AND THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION.

DIMENSIONS
DIMENSIONS ARE TO BACKS OF CURBS, TO CENTERLINES OF FENCES, OR TO EDGES OF PAVEMENTS, UNLESS OTHERWISE INDICATED. WRITTEN AND NUMBERED DIMENSIONS HOLD PRECEDENCE OVER SCALED DIMENSIONS.

ADJUSTMENTS
IF THE CONTRACTOR BELIEVES IT IS NECESSARY TO MAKE AN ADJUSTMENT IN THE LAYOUT OR GRADE OF PROPOSED IMPROVEMENTS, SUCH AN ADJUSTMENT SHALL BE PROPOSED TO THE OWNER'S REPRESENTATIVE. NO ADJUSTMENT WILL BE PERMITTED UNTIL IT HAS FIRST BEEN APPROVED BY THE OWNER'S REPRESENTATIVE.

GROUNDCOVER
ALL DISTURBED AREAS BY GRADING OR CONSTRUCTION SHALL BE RESTORED TO PRE-CONSTRUCTION CONDITIONS. ANY EXISTING TURF DAMAGED BY CONTRACTOR'S OPERATIONS SHALL BE RE-SODDED PER SPECIFICATIONS. SOIL COMPACTED BY VEHICULAR TRAFFIC AND OTHER CONSTRUCTION ACTIVITIES SHALL BE SCARIFIED AND FINE GRADED PRIOR TO RESODDING.

PAVING
ANY CONCRETE PAVING, CURBS AND RAMPS DAMAGED BY CONTRACTOR'S OPERATIONS SHALL BE REPAIRED AND REPLACED IN FULL.

GRADING
- CROSS SLOPES OF SIDEWALKS ARE NOT TO EXCEED 1.5%.
- LONGITUDINAL SLOPES OF SIDEWALKS ARE NOT TO EXCEED 4.5%.

PARKING CALCULATIONS

	REQUIRED	PROVIDED
STANDARD ADA STALLS	-	232
ADA STALLS	7 (6 ADA, 1 VAN)	8 (6 ADA, 2 VAN)

DEDUCT BID ALTERNATE ONE

AT NEW OUTFIELD FENCE LOCATION, REUSE EXISTING OUTFIELD FENCE MESH AND RAILS AND INSTALL ON NEW RAIL AND CORNER POSTS AND FOOTINGS.

EXISTING UTILITIES
CONTRACTOR MUST VERIFY LOCATION OF ALL OVERHEAD AND UNDERGROUND UTILITIES PRIOR TO CONSTRUCTION. CONTRACTOR SHALL COORDINATE WITH TOWN OFFICIALS AND UTILITY COMPANIES IN LOCATING UTILITIES. CONTRACTOR SHALL BE HELD RESPONSIBLE FOR LOSSES DUE TO DAMAGE TO UTILITIES. LOCATION FOR ALL UTILITIES SHOWN ON PLANS ARE APPROXIMATE. CONTRACTOR SHALL CALL TEXAS 811, 1-800-344-8377.

N

0 20 40 Feet

Parkhill

RANDON G. BELL 2545 REGISTERED LANDSCAPE ARCHITECT STATE OF TEXAS

10/21/2022

Parkhill.com

John Porter Sports Park Softball Field Renovations

SANGER EST. 1886 TEXAS

CLIENT

City of Sanger
2201 S. Stemmons
Sanger, TX 76266

PROJECT NO.
8156.22

KEY PLAN

#	DATE	DESCRIPTION
-	10/21/2022	Issue for Bid

Construction Layout Plan 'Field 3'

LC103

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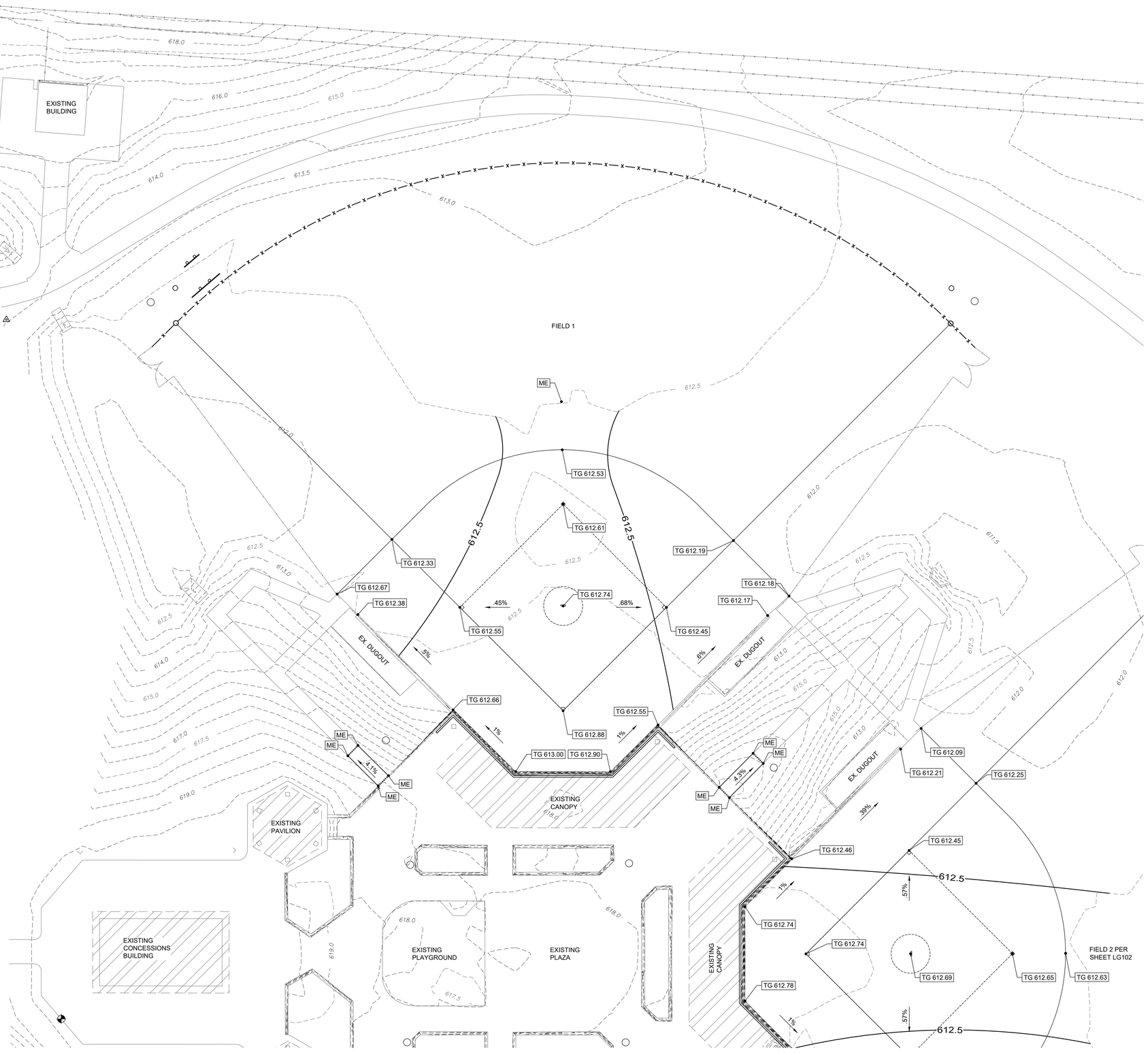
GRADING LEGEND

612.5	EXISTING 0.5' CONTOUR
612	EXISTING 1' CONTOUR
612.5	PROPOSED CONTOUR
TG 612.20	SPOT ELEVATION
1%	SLOPE
TG	TOP OF FIELD FINISHED GRADE
ME	MATCH EXISTING FINISHED GRADE

GRADING NOTES

A. CROSS SLOPES OF SIDEWALKS ARE NOT TO EXCEED 1.5%.
B. LONGITUDINAL SLOPES OF SIDEWALKS ARE NOT TO EXCEED 4.5%.
C. REF. SHEET LX100 FOR SURVEY CONTROL AND BENCHMARKS.
D. REF. TO FINE GRADING ATHLETIC FIELD SPECIFICATION 31 22 13.10.

EXISTING UTILITIES
CONTRACTOR MUST VERIFY LOCATION OF ALL OVERHEAD AND UNDERGROUND UTILITIES PRIOR TO CONSTRUCTION. CONTRACTOR SHALL COORDINATE WITH TOWN OFFICIALS AND UTILITY COMPANIES IN LOCATING UTILITIES. CONTRACTOR SHALL BE HELD RESPONSIBLE FOR LOSSES DUE TO DAMAGE TO UTILITIES. LOCATION FOR ALL UTILITIES SHOWN ON PLANS ARE APPROXIMATE. CONTRACTOR SHALL CALL TEXAS 811, 1-800-344-8377.



N

0 20 40 Feet

Parkhill

RICHARD G. BELL 6445 REGISTERED LANDSCAPE ARCHITECT STATE OF TEXAS

10/21/2022

Parkhill.com

John Porter Sports Park Softball Field Renovations

EST. 1886 SANGER TEXAS

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City of Sanger
2201 S. Stemmons
Sanger, TX 76266

PROJECT NO.
8156.22

KEY PLAN

#	DATE	DESCRIPTION
-	10/21/2022	Issue for Bid

Grading Plan 'Field 1'

LG101

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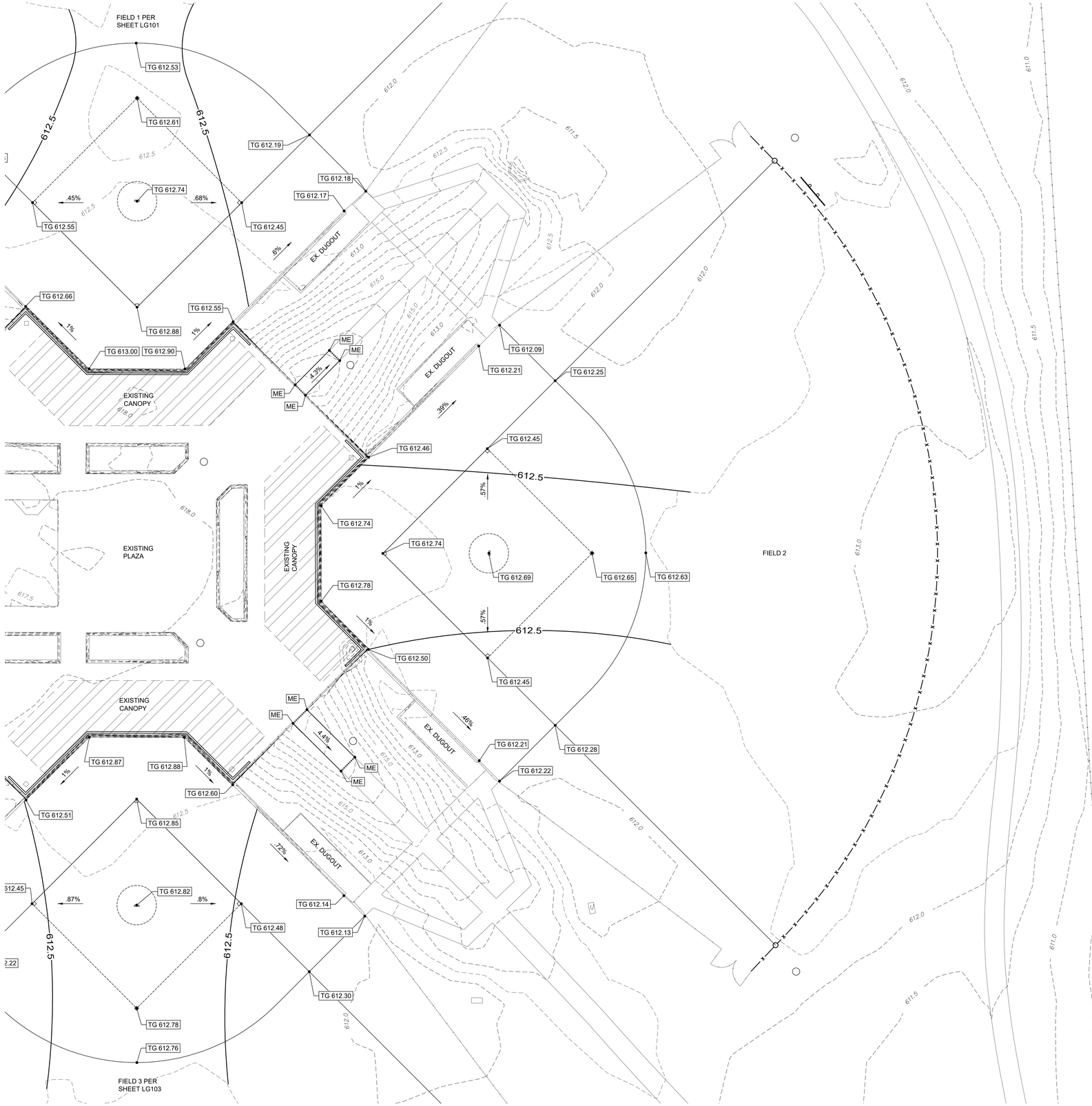

GRADING LEGEND

612.5	EXISTING 0.5' CONTOUR
612	EXISTING 1' CONTOUR
612.5	PROPOSED CONTOUR
TG 612.20	SPOT ELEVATION
1%	SLOPE
TG	TOP OF FIELD FINISHED GRADE
ME	MATCH EXISTING FINISHED GRADE

GRADING NOTES

A. CROSS SLOPES OF SIDEWALKS ARE NOT TO EXCEED 1.5%.
B. LONGITUDINAL SLOPES OF SIDEWALKS ARE NOT TO EXCEED 4.5%.
C. REF. SHEET LX100 FOR SURVEY CONTROL AND BENCHMARKS.
D. REF. TO FINE GRADING ATHLETIC FIELD SPECIFICATION 31 22 13.10.

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N

0 20 40 Feet

Parkhill

REGISTERED LANDSCAPE ARCHITECT BRANDON G. BELL 2645 STATE OF TEXAS

10/21/2022

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John Porter Sports Park Softball Field Renovations

EST. 1886 SANGER TEXAS

CLIENT

City of Sanger
2201 S. Stemmons
Sanger, TX 76266

PROJECT NO.
8156.22

KEY PLAN

#	DATE	DESCRIPTION
-	10/21/2022	Issue for Bid

Grading Plan 'Field 2'

LG102

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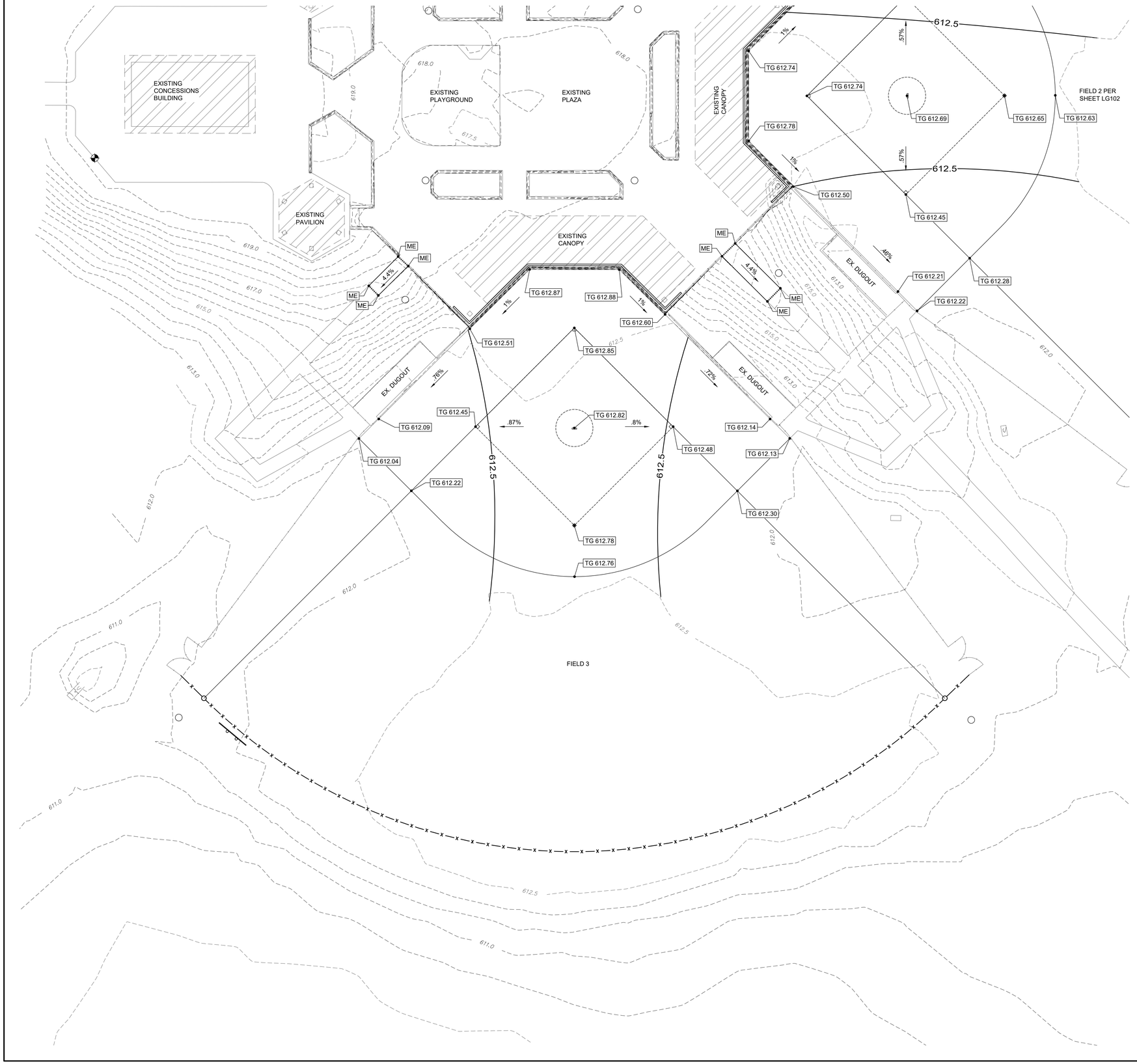
EXISTING CONCESSIONS BUILDING
EXISTING PLAYGROUND
EXISTING PLAZA
EXISTING PAVILION
EXISTING CANOPY
EXISTING CANOPY
FIELD 2 PER SHEET LG102
FIELD 3
EX. DUGOUT
EX. DUGOUT
EX. DUGOUT
TG 612.74
TG 612.74
TG 612.78
TG 612.69
TG 612.65
TG 612.63
TG 612.50
TG 612.45
TG 612.21
TG 612.28
TG 612.22
TG 612.87
TG 612.88
TG 612.60
TG 612.51
TG 612.85
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TG 612.04
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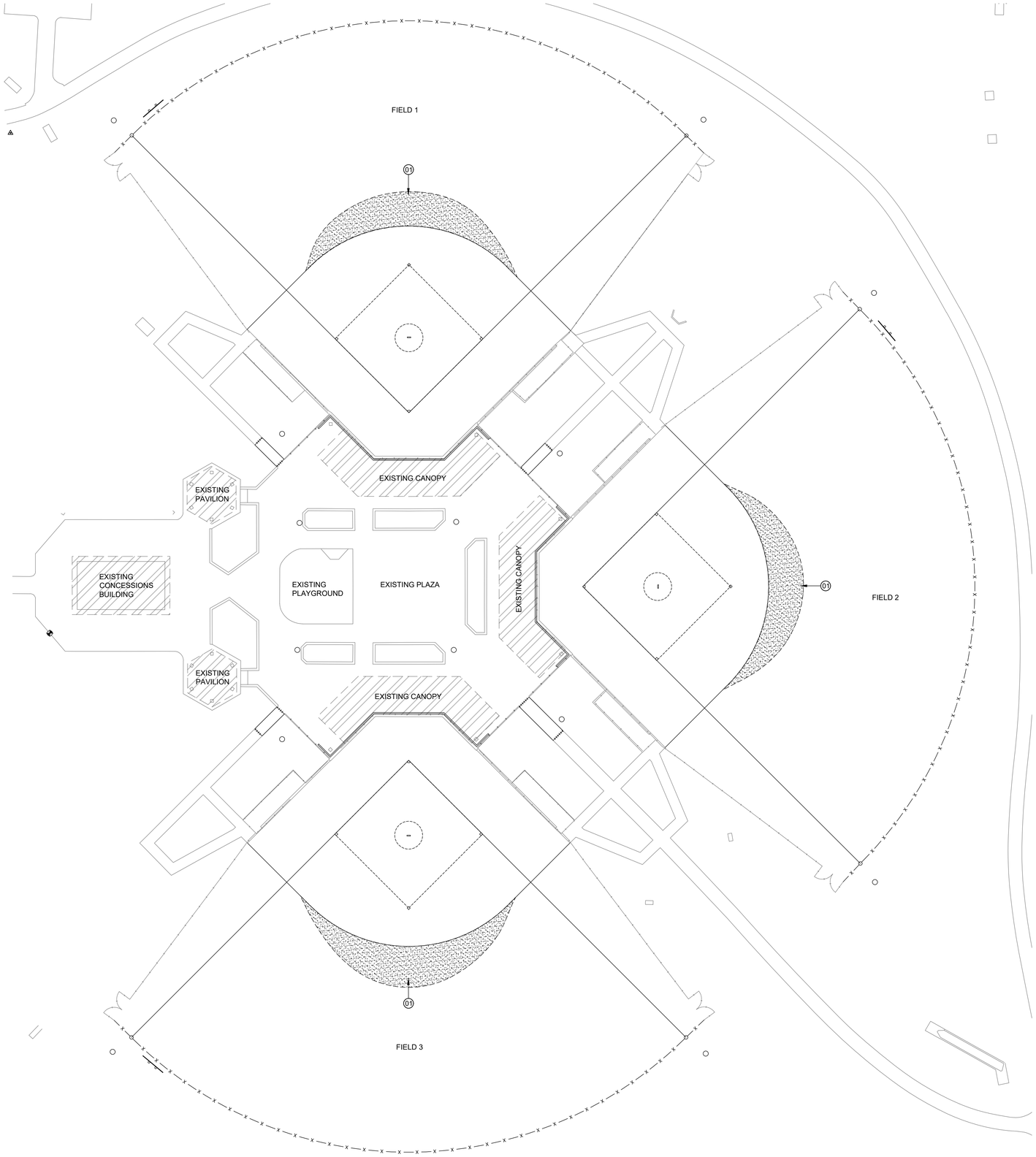
612.5
612.5



KEY NOTES

AS INDICATED BY: (##)

1. INSTALL ROLL SOD AS SPECIFIED.

LEGEND

ROLL SOD AS SPECIFIED

PLANTING GENERAL NOTES

A. THE LANDSCAPE CONTRACTOR SHALL REFER TO THE CONTRACT AND SPECIFICATIONS FOR REQUIREMENTS NOT LISTED HEREIN.
B. THE CONTRACTOR SHALL LOCATE AND VERIFY THE EXISTENCE OF ALL UTILITIES PRIOR TO STARTING WORK.
C. THE CONTRACTOR SHALL SUPPLY ALL PLANT MATERIALS IN QUANTITIES SUFFICIENT TO COMPLETE THE PLANTING PLAN SHOWN ON ALL DRAWINGS. PLANT COUNTS AND SQUARE FOOTAGES ARE PROVIDED AS A COURTESY ONLY.
D. ALL PLANT MATERIAL SHALL CONFORM TO THE GUIDELINES ESTABLISHED BY THE CURRENT AMERICAN STANDARD FOR NURSERY STOCK, PUBLISHED BY THE AMERICAN ASSOCIATION OF NURSERYMEN OR EQUIVALENT.
E. THE RIGHT TO REJECT PLANT MATERIALS DELIVERED TO THE SITE THAT DO NOT BEAR APPROVAL TAGS IS RESERVED BY THE PROJECT LANDSCAPE ARCHITECT.
F. REFER TO SPECIFICATIONS FOR SPECIFIED PLANTING SOIL AND AMENDMENTS IN TURF AREAS.
G. SOD SHALL BE PLANTED AND ESTABLISHED, AS SPECIFIED, OVER ANY AREAS DISTURBED BY CONSTRUCTION. THE GRASS LIMITS LINES SHOWN ARE NOT ABSOLUTE. TURFGRASS PLANTING SHALL TAKE PLACE BEYOND THE LIMITS IF THE AREA IS DISTURBED.

EXISTING UTILITIES
CONTRACTOR MUST VERIFY LOCATION OF ALL OVERHEAD AND UNDERGROUND UTILITIES PRIOR TO CONSTRUCTION. CONTRACTOR SHALL COORDINATE WITH TOWN OFFICIALS AND UTILITY COMPANIES IN LOCATING UTILITIES. CONTRACTOR SHALL BE HELD RESPONSIBLE FOR LOSSES DUE TO DAMAGE TO UTILITIES. LOCATION FOR ALL UTILITIES SHOWN ON PLANS ARE APPROXIMATE. CONTRACTOR SHALL CALL TEXAS 811, 1-800-344-8377.

N

0 30 60 Feet

Parkhill

REGISTERED LANDSCAPE ARCHITECT · BRANDON G. BELL · 2645 · STATE OF TEXAS

10/21/2022

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John Porter Sports Park Softball Field Renovations

EST. 1886 SANGER TEXAS

CLIENT

City of Sanger
2201 S. Stemmons
Sanger, TX 76266

PROJECT NO.
8156.22

KEY PLAN

#	DATE	DESCRIPTION
-	10/21/2022	Issue for Bid

Planting Plan

LP100

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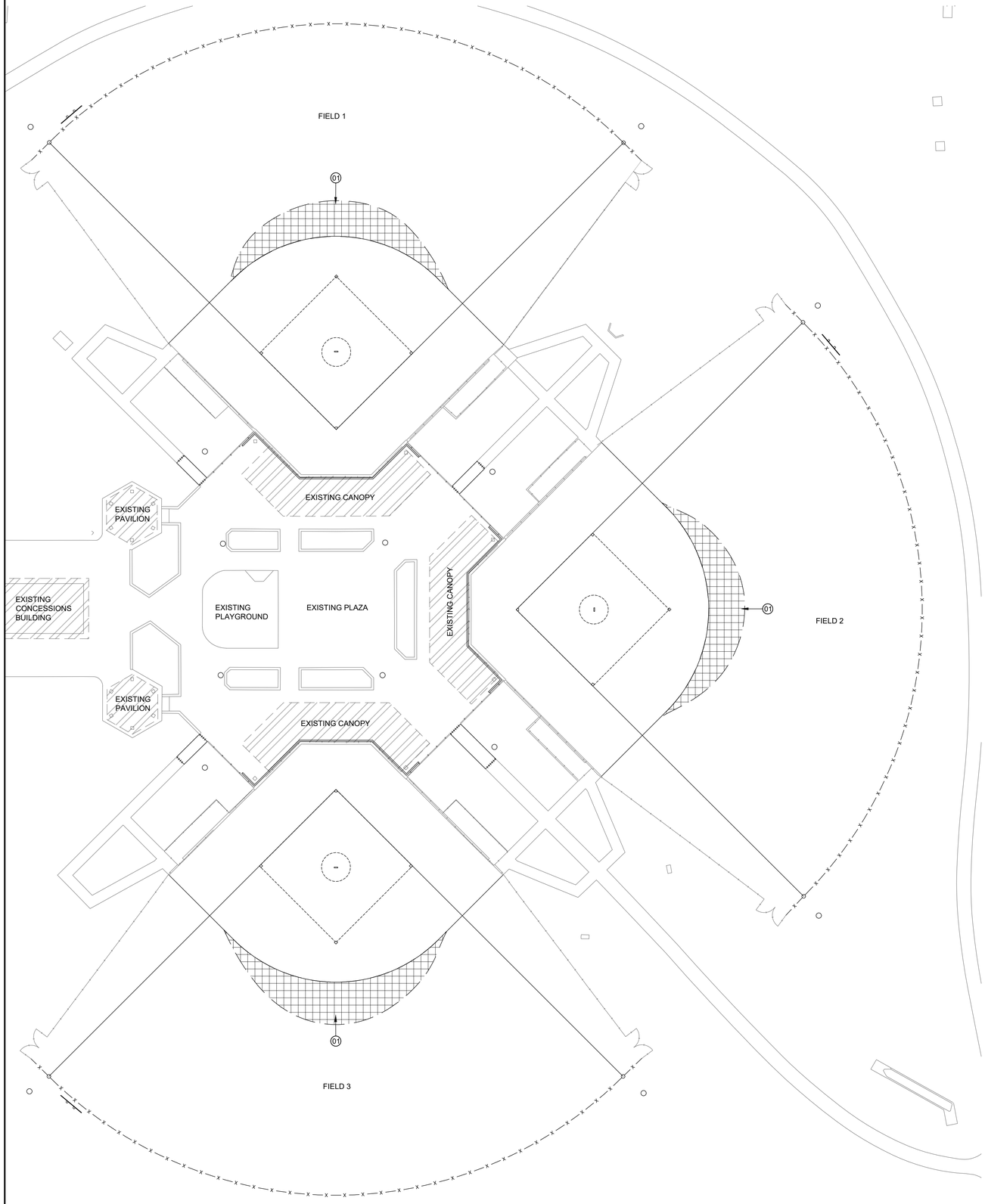

IRRIGATION - TCEQ GENERAL NOTES

1. THIS IRRIGATION SYSTEM SHALL BE DESIGNED AND SHALL BE INSTALLED ACCORDING TO TEXAS ADMINISTRATIVE CODE, TITLE 30 - ENVIRONMENTAL QUALITY, PART 1 - TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TCEQ), CHAPTER 344 - LANDSCAPE IRRIGATION; THE FOLLOWING INFORMATION IS PROVIDED AS A COURTESY AND IS NOT A COMPLETE LIST OF TCEQ REQUIREMENTS.
2. THE MAXIMUM SPACING BETWEEN EMISSION DEVICES MUST NOT EXCEED THE MANUFACTURER`S PUBLISHED RADIUS OR SPACING OF THE DEVICE.
3. NEW IRRIGATION SYSTEMS SHALL NOT UTILIZE ABOVE-GROUND SPRAY EMISSION DEVICES IN LANDSCAPES THAT ARE LESS THAN 48 INCHES NOT INCLUDING THE IMPERVIOUS SURFACES IN EITHER LENGTH OR WIDTH AND WHICH CONTAIN IMPERVIOUS PEDESTRIAN OR VEHICULAR TRAFFIC SURFACES ALONG TWO OR MORE PERIMETERS.
4. EMISSION DEVICES MUST BE INSTALLED TO OPERATE AT THE MINIMUM AND NOT ABOVE THE MAXIMUM SPRINKLER HEAD PRESSURE AS PUBLISHED BY THE MANUFACTURER FOR THE NOZZLE AND HEAD SPACING THAT IS USED.
5. IRRIGATION SYSTEMS SHALL NOT SPRAY WATER OVER SURFACES MADE OF CONCRETE, ASPHALT, BRICK, WOOD, STONES SET WITH MORTAR, OR ANY OTHER IMPERVIOUS MATERIAL, SUCH AS, BUT NOT LIMITED TO, WALLS, FENCES, SIDEWALKS, STREETS, ETC.
6. ALL NEW IRRIGATION SYSTEMS THAT ARE INSTALLED USING PVC PIPE AND FITTINGS SHALL BE PRIMED WITH A COLORED PRIMER PRIOR TO APPLYING THE PVC CEMENT.
7. THE IRRIGATION SYSTEM MUST INCLUDE AN ISOLATION VALVE BETWEEN THE WATER METER AND THE BACKFLOW PREVENTION DEVICE.
8. WATER CONTAINED WITHIN THE PIPING OF AN IRRIGATION SYSTEM IS DEEMED TO BE NON-POTABLE. NO DRINKING OR DOMESTIC WATER USAGE, SUCH AS, BUT NOT LIMITED TO, FILLING SWIMMING POOLS OR DECORATIVE FOUNTAINS, SHALL BE CONNECTED TO AN IRRIGATION SYSTEM.
9. HOSE BIBS MUST BE INSTALLED USING A QUICK COUPLER KEY ON A QUICK COUPLER INSTALLED IN A COVERED PURPLE VALVE BOX AND THE HOSE BIB AND ANY HOSES CONNECTED TO THE BIB MUST BE LABELED "NON-POTABLE, NOT SAFE FOR DRINKING." AN ISOLATION VALVE MUST BE INSTALLED UPSTREAM OF A QUICK COUPLER CONNECTING A HOSE BIB TO AN IRRIGATION SYSTEM.
10. A LICENSED IRRIGATOR OR A LICENSED IRRIGATION TECHNICIAN SHALL BE ON-SITE AT ALL TIMES WHILE THE LANDSCAPE IRRIGATION SYSTEM IS BEING INSTALLED.
11. UPON COMPLETION OF THE IRRIGATION SYSTEM, THE IRRIGATOR OR IRRIGATION TECHNICIAN WHO PROVIDED SUPERVISION FOR THE ON-SITE INSTALLATION SHALL BE REQUIRED TO COMPLETE FOUR ITEMS: (1) A FINAL "WALK THROUGH" WITH THE IRRIGATION SYSTEM`S OWNER OR THE OWNER`S REPRESENTATIVE TO EXPLAIN THE OPERATION OF THE SYSTEM; (2) THE MAINTENANCE CHECKLIST ON WHICH THE IRRIGATOR OR IRRIGATION TECHNICIAN SHALL OBTAIN THE SIGNATURE OF THE IRRIGATION SYSTEM`S OWNER OR OWNER`S REPRESENTATIVE AND SHALL SIGN, DATE, AND SEAL THE CHECKLIST. (3) A PERMANENT STICKER WHICH CONTAINS THE IRRIGATOR`S NAME, LICENSE NUMBER, COMPANY NAME, TELEPHONE NUMBER AND THE DATES OF THE WARRANTY PERIOD SHALL BE AFFIXED TO EACH AUTOMATIC CONTROLLER INSTALLED BY THE IRRIGATOR OR IRRIGATION TECHNICIAN. (4) THE IRRIGATION PLAN INDICATING THE ACTUAL INSTALLATION OF THE SYSTEM MUST BE PROVIDED TO THE IRRIGATION SYSTEM`S OWNER OR OWNER REPRESENTATIVE.
12. THE ITEMS ON THE MAINTENANCE CHECKLIST SHALL INCLUDE BUT ARE NOT LIMITED TO: (A) THE MANUFACTURER`S MANUAL FOR THE AUTOMATIC CONTROLLER, IF THE SYSTEM IS AUTOMATIC; (B) A SEASONAL (SPRING, SUMMER, FALL, WINTER) WATERING SCHEDULE BASED ON EITHER CURRENT/REAL TIME EVAPOTRANSPIRATION OR MONTHLY HISTORICAL REFERENCE EVAPOTRANSPIRATION (HISTORICAL ET) DATA, MONTHLY EFFECTIVE RAINFALL ESTIMATES, PLANT LANDSCAPE COEFFICIENT FACTORS, AND SITE FACTORS; (C) A LIST OF COMPONENTS, SUCH AS THE NOZZLE, OR PUMP FILTERS, AND OTHER SUCH COMPONENTS; THAT REQUIRE MAINTENANCE AND THE RECOMMENDED FREQUENCY FOR THE SERVICE; AND (D) THE STATEMENT, "THIS IRRIGATION SYSTEM HAS BEEN INSTALLED IN ACCORDANCE WITH ALL APPLICABLE STATE AND LOCAL LAWS, ORDINANCES, RULES, REGULATIONS OR ORDERS. I HAVE TESTED THE SYSTEM AND DETERMINED THAT IT HAS BEEN INSTALLED ACCORDING TO THE IRRIGATION PLAN AND IS PROPERLY ADJUSTED FOR THE MOST EFFICIENT APPLICATION OF WATER AT THIS TIME.".
13. THE IRRIGATOR SHALL PRESENT THE IRRIGATION SYSTEM`S OWNER OR OWNER`S REPRESENTATIVE WITH A WRITTEN WARRANTY COVERING MATERIALS AND LABOR FURNISHED IN THE NEW INSTALLATION OF THE IRRIGATION SYSTEM. THE IRRIGATOR SHALL BE RESPONSIBLE FOR ADHERING TO TERMS OF THE WARRANTY. IF THE IRRIGATOR`S WARRANTY IS LESS THAN THE MANUFACTURER`S WARRANTY FOR THE SYSTEM COMPONENTS, THEN THE IRRIGATOR SHALL PROVIDE THE IRRIGATION SYSTEM`S OWNER OR THE OWNER`S REPRESENTATIVE WITH APPLICABLE INFORMATION REGARDING THE MANUFACTURER`S WARRANTY PERIOD. THE WARRANTY MUST INCLUDE THE IRRIGATOR`S SEAL, SIGNATURE, AND DATE. WRITTEN WARRANTY ON NEW IRRIGATION SYSTEMS MUST SPECIFY THE IRRIGATOR`S NAME, BUSINESS ADDRESS, AND BUSINESS TELEPHONE NUMBER(S), MUST CONTAIN THE SIGNATURE OF THE IRRIGATION SYSTEM`S OWNER OR OWNER`S REPRESENTATIVE CONFIRMING RECEIPT OF THE WARRANTY AND MUST INCLUDE THE STATEMENT: "IRRIGATION IN TEXAS IS REGULATED BY THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TCEQ), MC-178, P.O. BOX 130897, AUSTIN, TEXAS 78711-3087. TCEQ`S WEBSITE IS: WWW.TCEQ.STATE.TX.US.
14. ON ALL MAINTENANCE, ALTERATIONS, REPAIRS, OR SERVICE TO EXISTING IRRIGATION SYSTEMS, AN IRRIGATOR SHALL PRESENT THE IRRIGATION SYSTEM`S OWNER OR OWNER`S REPRESENTATIVE A WRITTEN DOCUMENT THAT IDENTIFIES THE MATERIALS FURNISHED IN THE MAINTENANCE, ALTERATION, REPAIR, OR SERVICE AND ALL APPLICABLE WARRANTIES.

KEY NOTES

AS INDICATED BY: (##)

1. DESIGN / BUILD ROTOR IRRIGATION EXTENTS. SEE NOTE BELOW REGARDING DESIGN / BUILDING IRRIGATION IMPROVEMENTS AT SOFTBALL FIELDS.

LEGEND

DESIGN / BUILD ROTOR IRRIGATION EXTENTS.

DESIGN / BUILD IRRIGATION IMPROVEMENTS FOR NEW INFIELD LAYOUT

THE CONTRACTOR IS RESPONSIBLE FOR MODIFYING THE EXISTING IRRIGATION SYSTEM TO PROVIDE FULL HEAD TO HEAD COVERAGE IN THE NEW TURF AREAS NEXT TO THE MODIFIED INFIELD EXTENTS. CONTRACTOR SHALL SUBMIT AN IRRIGATION PLAN SHOWING INTENDED MODIFICATIONS TO ARCHITECT FOR REVIEW PRIOR TO CONSTRUCTION. IRRIGATION PLAN SHALL BE SEALED BY LICENSED IRRIGATOR IN THE STATE OF TEXAS.

THE CONTRACTOR SHALL VISIT THE SITE BEFORE BIDDING TO BECOME FAMILIAR WITH THE EXISTING SYSTEM LAYOUT. IRRIGATION AS-BUILT PLANS ARE AVAILABLE TO CONTRACTOR UPON REQUEST. EMAIL LANDON BELL, RLA AT LGBELL@PARKHILL.COM.

REROUTE, REPAIR, OR REINSTALL EXISTING EQUIPMENT, INCLUDING LATERAL LINES, ROTOR HEADS OR CONTROL VALVES AS REQUIRED TO MAINTAIN FULL HEAD TO HEAD COVERAGE OF FIELDS. PROTECT EXISTING IRRIGATION EQUIPMENT WITHIN THE LIMITS OF WORK, WHICH IS INTENDED TO REMAIN. RE-WORKED IRRIGATION SHALL BE INSTALLED ACCORDING TO TCEQ REQUIREMENTS.

ALL NEW IRRIGATION EQUIPMENT SHALL MATCH EXISTING EQUIPMENT.

EXISTING UTILITIES

CONTRACTOR MUST VERIFY LOCATION OF ALL OVERHEAD AND UNDERGROUND UTILITIES PRIOR TO CONSTRUCTION. CONTRACTOR SHALL COORDINATE WITH TOWN OFFICIALS AND UTILITY COMPANIES IN LOCATING UTILITIES. CONTRACTOR SHALL BE HELD RESPONSIBLE FOR LOSSES DUE TO DAMAGE TO UTILITIES. LOCATION FOR ALL UTILITIES SHOWN ON PLANS ARE APPROXIMATE. CONTRACTOR SHALL CALL TEXAS 811, 1-800-344-8377.

IRRIGATION GENERAL NOTES

1. ALL IRRIGATION EQUIPMENT TO BE USED ON THE PROJECT SHALL BE SUBMITTED TO THE LANDSCAPE ARCHITECT FOR REVIEW AND APPROVAL PRIOR TO DELIVERY AND INSTALLATION.
2. ALL FITTINGS AND NECESSARY EQUIPMENT REQUIRED TO MAKE THIS IRRIGATION SYSTEM OPERATE PROPERLY AND TO COMPLY WITH LOCAL AND STATE CODES ARE INCIDENTAL TO THESE PLANS AND ARE THE CONTRACTOR`S RESPONSIBILITY.
3. LATERAL LINES SHALL BE INSTALLED A MINIMUM OF 12 INCHES BELOW FINISHED GRADE. MAIN LINES SHALL BE INSTALLED A MINIMUM OF 18 INCHES BELOW FINISHED GRADE.
4. THE CONTRACTOR SHALL LOCATE AND VERIFY EACH WATER TAP TO WHICH THIS THE IRRIGATION SYSTEM WILL CONNECT.
5. ALL EQUIPMENT AND INSTALLATION METHODS SHALL COMPLY WITH LOCAL AND STATE CODES AND THE PLANS AND SPECIFICATIONS.
6. CONTRACTOR IS RESPONSIBLE FOR ALL CONNECTIONS AND METERS REQUIRED FOR THE FULL IMPLEMENTATION OF THE SYSTEM.
7. CONTRACTOR SHALL LOCATE AND VERIFY THE EXISTENCE OF ALL UTILITIES PRIOR TO INITIATING WORK CONTRACTOR WILL BE RESPONSIBLE FOR ANY DAMAGE OR INTERRUPTION IN SERVICE CAUSED BY EXCAVATIONS AND/OR WORK.
8. ALL REMOTE CONTROL VALVE WIRES NEED TO BE LABELED AT VALVE W/ WEATHER (WATER) PROOF LABELS, AND AT CONTROLLER WITH CORRESPONDING LABEL.
9. SPLICING OF REMOTE CONTROL VALVE WIRES IS NOT ALLOWED BETWEEN CONTROLLER AND VALVE BOX FOR REMOTE CONTROL VALVES, WIRES MUST BE CONTINUOUS FROM CONTROLLER TO REMOTE CONTROL VALVE WITHOUT SPLICING.
10. CONTRACTOR MUST VERIFY LOCATION OF ALL OVERHEAD AND UNDERGROUND UTILITIES PRIOR TO CONSTRUCTION.
11. CONTRACTOR SHALL COORDINATE WITH CITY OFFICIALS AND UTILITY COMPANIES IN LOCATING UTILITIES.
    CONTRACTOR SHALL BE HELD RESPONSIBLE FOR LOSSES DUE TO DAMAGE TO UTILITIES, LOCATION FOR ALL UTILITIES SHOWN ON PLANS ARE APPROXIMATE, CALL 1 (800) DIG-TESS.
12. CONTRACTOR SHALL SIZE VALVE BOXES TO HOUSE THE ENTIRE ASSEMBLY OF BACKFLOW PREVENTION, VALVE, FILTER AND PRESSURE REDUCER.
13. CONTRACTOR SHALL FURNISH ALL LABOR, MATERIALS AND EQUIPMENT NECESSARY TO CONSTRUCT PROPOSED IRRIGATION SYSTEM IN ACCORDANCE WITH PLANS, WRITTEN SPECIFICATIONS AND DETAILS.
14. PIPE SLEEVES SHOWN CROSSING EXISTING PAVING SHALL BE BORED TO AVOID DAMAGE TO EXISTING ROADWAYS.
15. PRIOR TO A REQUEST FOR PUNCH LIST REVIEW, THE CONTRACTOR SHALL CYCLE THE ENTIRE IRRIGATION SYSTEM, CHECK FOR/REPAIR LEAKS, ADJUST HEAD RADII AND PATTERNS, FILL SETTLED TRENCHES, BRING VALVE BOXES AND HEADS TO FINISH GRADE, CREATE ZONE CHART, INSTALL GRAVEL IN VALVE BOXES, LABEL VALVES, INSTALL SENSORS, INSTALL PROPER WIRE CONNECTORS, INSTALL UNION VALVES, AND PROVIDE AS-BUILT DRAWINGS; SHOULD A PUNCH LIST REVIEW BE REQUESTED AND PERFORMED PRIOR TO THESE ITEMS BEING PERFORMED, THE CONTRACTOR SHALL PAY FOR ADDITIONAL TIME AND TRAVEL EXPENSES REQUIRED BY THE LANDSCAPE ARCHITECT FOR A FOLLOW-UP SITE VISIT.

N

0 30 60 Feet

Parkhill

LANDON G. BELL 2345 REGISTERED LANDSCAPE ARCHITECT STATE OF TEXAS

10/21/2022

Parkhill.com

John Porter Sports Park Softball Field Renovations

SANGER EST. 1886 TEXAS

CLIENT

City of Sanger
2201 S. Stemmons
Sanger, TX 76266

PROJECT NO.
8156.22

KEY PLAN

#	DATE	DESCRIPTION
-	10/21/2022	Issue for Bid

Irrigation Plan

LI100

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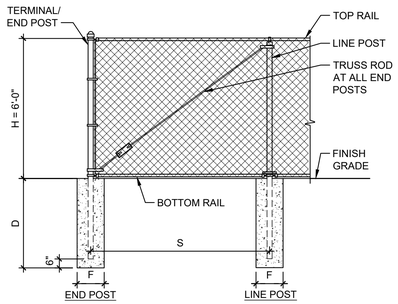
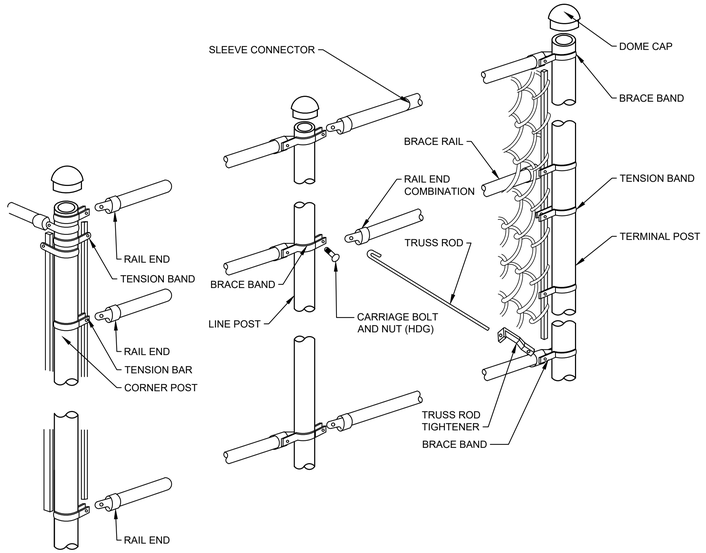
NOTE:
ALL CHAINLINK FENCE IS TO
BE GALVANIZED AS SPECIFIED.



CHAIN LINK FENCE DATA (TYPE I - ASTM F1083-06 REG GRADE PIPE)	
H = FENCE HEIGHT	6'-0" TO MATCH EXIST.
END/TERMINAL POST SIZE	2 3/8" OD SCH 40
LINE POST SIZE	1 7/8" OD SCH 40
TOP AND BOTTOM RAIL	1 5/8" OD SCH 40
MIDDLE RAIL	N/A
D = FOOTING DEPTH	3'-6"
F = FOOTING DIAMETER	1'-0"
S = POST SPACING	8'-0" MAX OR AS SPEC'D
MESH SIZE	2"
FABRIC GAUGE	9

C1 CHAIN LINK OUTFIELD FENCE - TYP

1/4"=1'-0" FN_CHN_LINK_TYP



C2 TYPICAL FENCE COMPONENTS (DIAGRAMATIC)

NOT TO SCALE L_TYP_CHAIN_LINK_FENCE_TOP_RAIL

DAKTRONICS BA-2518 PRODUCT SPECIFICATIONS

This outdoor LED baseball/softball scoreboard displays HOME and GUEST scores to 99, INNING to 9 and indicates BALL to three, STRIKE to two and OUT to two. Scoreboard shown with optional striping and amber PanaView® digits.

DIMENSIONS	UNCRATED WEIGHT	POWER (120 VAC)*	
4'-0" H x 9'-0" W x 8" D (1.22 m, 2.74 m, 203 mm)	96 lb (44 kg)	Red/Amber Digits	80 Watts, 0.7 Amp
		White Digits	160 Watts, 1.4 Amps

**Scoreboard requires a dedicated circuit. Models with 240 VAC power at half the indicated amperage are also offered (International Use Only).*

DIGITS & INDICATORS
- All digits are 18" (457 mm) high. All indicators are 2" (51 mm) in diameter.
- Select red, amber, or white LED digits and indicators.
- Scoreboard features robust weather-sealed digits (see DD2495646).
- Digits may be dimmed for night viewing.

CAPTIONS
- HOME, GUEST and INNING captions are 8" (203 mm) high. All other captions are 6" (152 mm) high.
- Standard captions are vinyl, applied to the display face.

DISPLAY COLOR
Choose from 150+ colors (from Martin Senour® paint book) at no additional cost.

CONSTRUCTION
Alcoa aluminum alloy 5052 for excellent corrosion resistance

PRODUCT SAFETY APPROVAL
ETL-listed to UL 48, tested to CSA standards, and CE-labeled

OPERATING TEMPERATURES
- Display: -22° to 122° Fahrenheit (-30° to 50° Celsius)
- Console: 32° to 130° Fahrenheit (0° to 54° Celsius)

SCOREBOARD CONTROL OPTIONS
- HARDWIRED.
- NEW PERMANENT CONTROLLERS TO REPLACE EXISTING PERMANENT CONTROLLERS AT BACKSTOPS.

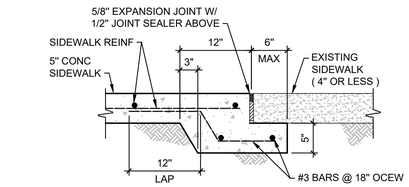
WWW.DAKTRONICS.COM E-MAIL: SALES@DAKTRONICS.COM

201 Daktronics Drive, PO Box 5128, Brookings, SD 57006
Phone: 1-800-325-8766 or 605-692-0200 Fax: 605-697-4746
DD1739303 091420 Page 1 of 8

DAKTRONICS

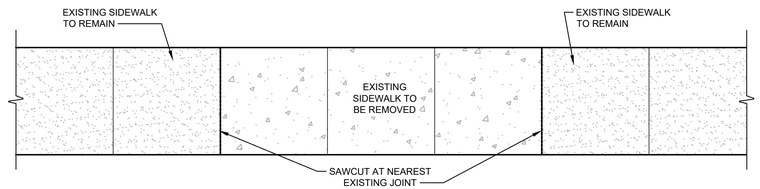
C4 SCOREBOARD - BASIS OF DESIGN - MODEL BA-2518

NOT TO SCALE



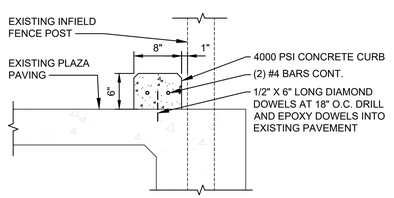
B1 UNDERCUT HEADER TO EXISTING CONCRETE SIDEWALK

1/2"=1'-0" PVMT_CONC_SDWALK_CONN



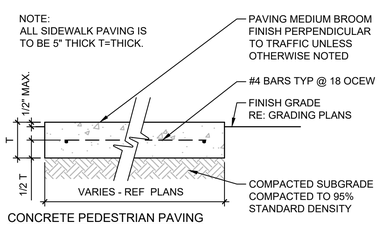
B2 SIDEWALK CONNECTION AT EXISTING SIDEWALK

1/8"=1'-0" PVMT_SDWK_CONN_EX_SDWK

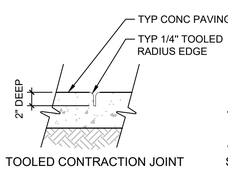


B4 CONCRETE CURB

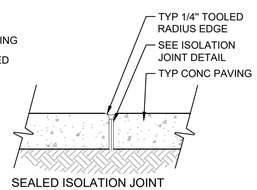
1"=1'-0" SECTION



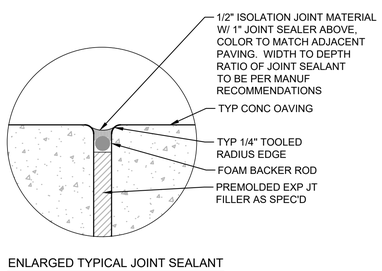
CONCRETE PEDESTRIAN PAVING



TOOLED CONTRACTION JOINT



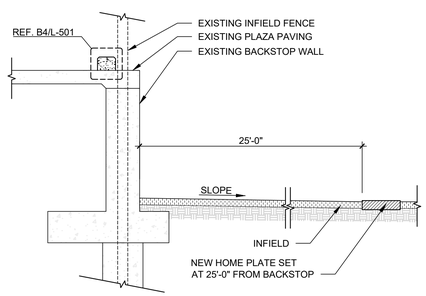
SEALED ISOLATION JOINT



ENLARGED TYPICAL JOINT SEALANT

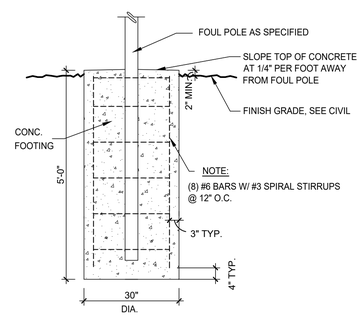
A1 5" THICK CONCRETE PEDESTRIAN PAVING

3/4"=1'-0" CONC_PVMT_TYP_JNT_DET



A4 TYPICAL BACKSTOP SECTION

3/8"=1'-0" SECTION



A5 FOUL POLE

1/2"=1'-0" L_FOUL_POLE

Parkhill

REGISTERED LANDSCAPE ARCHITECT
BRANDON G. BELL
6345
STATE OF TEXAS

10/21/2022

Parkhill.com

John Porter Sports Park
Softball Field Renovations

SANGER EST. 1886 TEXAS

CLIENT

City of Sanger
2201 S. Stemmons
Sanger, TX 76266

PROJECT NO.
8156.22

KEY PLAN

#	DATE	DESCRIPTION
-	10/21/2022	Issue for Bid

Site Details

L-501

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Parkhill

10/21/2022

Parkhill.com

John Porter Sports Park
Softball Field Renovations

CLIENT

City of Sanger
2201 S. Stemmons
Sanger, TX 76266

PROJECT NO.
8156.22

KEY PLAN

#	DATE	DESCRIPTION
-	10/21/2022	Issue for Bid

Site Details

B1 SIGN DIMENSIONS
NO SCALE

B2 SIGN DIMENSIONS
NO SCALE

B3 SYMBOL OF ACCESSIBILITY
NO SCALE

NOTES:
A. STRIPES SHALL BE 4" WIDE WHITE PAINT.
B. PAINT "NO PARKING" CENTERED IN EVERY ACCESS AISLE ADJACENT TO AN ACCESSIBLE PARKING SPACE.
C. ALL CAPITAL LETTERS
D. LETTER HEIGHT SHALL BE 12", WITH A STROKE WIDTH OF 2"
E. LETTERS SHALL BE RED PAINT

MATCH EXISTING ADA STANDARD
NO LESS THAN 5' AND 11' AT VAN STALLS

A1 ACCESS AISLE MARKING
NO SCALE

A2 STANDARD SIGNAGE ELEVATION
NO SCALE

SYMBOL & BORDER: WHITE
BACKGROUND: BLUE
SYMBOL BLUE OR WHITE

A3 ACCESSIBLE MARKINGS
NO SCALE

ACCESSIBLE MARKINGS NOTE

1. DIMENSIONS OF LIMIT LINES, AISLE MARKINGS, AND SYMBOL (WITH OR WITHOUT BACKGROUND) MAY VARY + 10%.
2. PAVEMENT MARKING SYMBOLS (WITH BACKGROUND):
   2.1. ARE REQUIRED UNLESS STATED ELSEWHERE IN THE PLANS,
   2.2. SHOULD BE PLACED TOWARD THE FAR END OF THE PARKING SPACES SO AS TO BE VISIBLE TO MOTORISTS IN THE TRAVEL LANE,
   2.3. MAY BE PAINTED OR PREFABRICATED MATERIAL; AND
   2.4. SHALL BE 48" x48" MINIMUM.
3. WITH APPROVAL OF THE ENGINEER, PREFABRICATED PAVEMENT MARKING SYMBOLS WITH BACKGROUND OF OTHER DIMENSIONS EXCEEDING THE 48" x 48" MINIMUM MAY BE USED. ALTERNATIVE DESIGNS SHALL INCLUDE A PROPORTION SIZED SYMBOL OF ACCESSIBILITY, AND SHALL CONFORM TO THE ILLUSTRATED COLORS FOR BACKGROUND, SYMBOL AND BORDER.
4. ALL PARKING SPACE LIMIT LINES SHALL BE 4" SOLID WHITE LINES.
5. AISLE MARKINGS SHOWN ARE EXAMPLES ONLY. OTHER METHODS TO INDICATE A NO PARKING AREA ARE ACCEPTABLE. AISLE MARKINGS SHALL BE WHITE.
6. AN R7-8 SIGN:
   6.1. SHALL BE REQUIRED FOR EACH ACCESSIBLE PARKING SPACE,
   6.2. SHALL NOT BE PLACED BETWEEN TWO ACCESSIBLE PARKING SPACES,
   6.3. SHALL NOT BE PLACED IN A LOCATION THAT RESTRICTS MOVEMENT OF WHEELCHAIRS WITHIN THE ADJACENT SIDEWALK, AND
   6.4. SHALL HAVE A MINIMUM MOUNTING HEIGHT OF 7 FEET. IF MOUNTED TO WALL OR LOCATED SO AS NOT TO BE NEAR PEDESTRIAN TRAFFIC MINIMUM MOUNTING HEIGHT MAY BE 7 FEET.
7. POST MOUNTED SIGNS SHOULD BE PLACED APPROXIMATELY 1 FOOT (OR GREATER) BEHIND THE CURB TO PREVENT DAMAGE FROM VEHICLE OVERHANG.
8. SIGNS MAY BE MOUNTED DIRECTLY TO AN ADJACENT WALL OF A BUILDING WHEN POST MOUNTING IS IMPRACTICAL.

L-502

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SANGER CITY COUNCIL COMMUNICATION

DATE: November 7, 2022

FROM: Waylan Rhodes, Chief of Police

AGENDA ITEM: Consideration and possible action on contract with All American Dogs for animal control services.

SUMMARY:

- All American Dogs will provide unlimited field service calls per month in this all-inclusive contract.
- Routine service calls will be answered between the hours of 8:00AM and 5:00PM Monday through Friday. Non-emergency service calls (Weekdays after 5:00PM until 8:00AM next day and weekends) will be billed separately at $225.00 per call.
- All American Dogs will provide monthly reports, complete animal bite reports verify rabies and vaccinations and respond to and oversee proper quarantine procedures as set forth by state law; dead animal removal and impoundment and boarding. Respond to loose livestock, animal cruelty and neglect calls and provide public education to citizens.
- All American Dogs will provide its complete line of Animal Related Services to the residents of Sanger as individual clients at no other cost to the city. Such services include, but are not limited to: Emergency Animal Ambulance Services, Pet Transportation & Taxi Services, Lost Pet Recovery Services, Deceased Pet Removal, Cremation, and Burial Services, Nuisance Wildlife Rescue & Control, Pet Insurance Programs, Escape Prevention.
- Current contract with All American Dogs is for part-time services and includes after hours; weekends, holidays and during ACO employee absence. This cost is in addition to the current Animal Control budgeted expenses. The proposed contract provides for unlimited field service calls per month in this all-inclusive contract and allows for staff reduction.
- 2022-2023 Animal Control Budget is $149,000.00.
- Annual Full-Service contract with All American Dogs is $85,920.00.
- Current vehicle to be transferred to All American Dogs for $9,000.00 in contract credit with valuation determined by Kelly Blue Book value of $9,000.00.
- First year cost for full services is $106,770.00.
- First year savings is $42,830.00.
- Annual Savings is $63,680.00.

FISCAL INFORMATION:

- Annual fee of $85,920.00
- One-timeme infrastructure fee of $29,850.00 less $9,000.00 for vehicle for a total of $20,850.00.

RECOMMENDED MOTION OR ACTION:

Staff recommends contract approval.

ATTACHMENTS:

Proposed Full Time Animal Control Services Agreement between the City of Sanger and All American Dogs.

All American Dogs
Consistent Behavior
Creates Consistent Results

12860 Tischler Rd. Pilot Point TX 76258 (972) 382-DOGS

THIS AGREEMENT (hereinafter referred to as the "Agreement") is made and entered into by Robert Matthews, a private contractor, d/b/a/ All American Dogs,(hereinafter referred to as "AAD") and the City of Sanger, Texas, a municipal corporation (hereinafter referred to as "Sanger" or the "City".

RECITALS

WHEREAS, Sanger is desirous of providing for residents and businesses with full-time animal control services, and

WHEREAS, AAD is desirous of furnishing full-time animal control services to Sanger, and

WHEREAS, the parties hereto desire to enter into this Agreement to provide animal control services at the highest level possible to Sanger in accordance with the terms and conditions set forth herein, and

WHEREAS, all payments to be made hereunder shall be made from current revenues available to the paying party, and

WHEREAS, the parties have concluded that this Agreement fairly compensates the performing party for the services being provided hereunder, and is in the best interest of each party.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES AND CONSIDERATION PROVIDED FOR HEREIN, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY CONFIRMED, THE PARTIES HERETO AGREE TO THE FOLLOWING:

Section 1: All matters stated above in the preamble are found to be true and correct and are incorporated herein by references as if copies in their entirety.

Section 2: Term: This Agreement shall commence on October 1, 2022. This is an Auto renewing contract. Any changes in the terms and conditions, shall require the approval of the governing body of Sanger and AAD.

Section 3: Scope of Services: AAD hereby agrees to provide Sanger the following services, personnel, and facilities:

a. Patrol Services: AAD will provide a minimum of one (1), two (2) hour patrol per week for the enforcement of ordinances set forth in the animal control ordinance and any amendments.

b. Service Calls: AAD will provide unlimited field service calls per month in this all inclusive contract.

Routine service calls will be answered between the hours of 8:00AM and 5:00PM Monday through Friday. Only emergency calls for service will be answered after these hours. Routine service calls must be viable calls which the animal control officer (hereinafter referred to as "ACO") will be able to provide an immediate proper disposition. Some examples of viable service calls include, but are not limited to:

A contained stray animal which the ACO is guaranteed to impound;
A deceased domestic animal in the roadway;
A complaint which requires immediate ACO intervention.

Non-emergency service calls (Weekdays after 5pm until 8am next day and weekends) will be billed separately at $225 per call. Examples would be cat in a tree or deceased animal not impeding traffic.

Emergency service calls will be answered 24 hours a day, 7 days a week and include the following:

An injured domestic animal when the owner is not known or present;
A domestic animal bite to a human when the owner is not known or present;
Loose livestock in the roadway causing a hazard to motorists,
A domestic animal which has or is showing aggressive or dangerous tendencies.
An officer from the Sanger Police Department or their designate must respond prior to any emergency call to confirm the need for an ACO.

c. Monthly Reports: AAD will supply a monthly report to the City Secretary of Sanger. The report shall summarize all animal control activity within the City borders from the previous month.

d. Animal Bites: An ACO will make an incident report and have the animal's owner verify that rabies vaccinations are current. An ACO will respond and oversee proper quarantine procedures as set forth by state law.

e. Dead Animal Removal: AAD agrees to provide removal of dead animals, excluding livestock, on any public property and on private property when an animal owner is unidentified within the limits of Sanger. In the event of dead livestock, AAD may contract an outside resource to provide removal services at the further expense of the City. In the event the owner of a deceased animal is identified, AAD will charge said owner a fee for any removal of dispositioning services.

f. Impoundment and Boarding: An ACO is authorized to capture and impound any animal upon having probable cause to believe the animal to be in violation of any provision of the animal control ordinance or state law, which authorizes or requires the animal's capture and impoundment. The ACO will notify the City

Secretary or designee of the City as soon as possible regarding any animal impounded. AAD shall collect and retain any impoundment fees from the enforcement of this ordinance.

If, by identification tag, the owner of an impounded animal can be identified, the ACO will make every attempt to return the animal to its home and notify the owner of any violations witnessed by the ACO. Written warnings and/or citations may be issued to owners of said animal.

All impounded animals shall be kept for not less than five (5) days by AAD. After this period of time, the animal shall be released to a humane organization, placed for adoption, or humanely destroyed at the discretion of AAD. No record shall be kept by the City as to the disposition of an animal after release is made to the facility.

Any animal, whether licensed or unlicensed, which in the professional judgment of AAD and its employees, is in great pain and suffering due to injury from which the animal probably will not recover, and/or which is at large and is posing an imminent danger to human beings or to other animals, may be destroyed by the ACO on scene in a humane manner.

The ACO may impound any animal which, in the professional opinion of the ACO, appears to be rabid, or is showing the clinical signs of rabies. The ACO will provide humane euthanasia so that the animal may be submitted to the Texas Department of Health for proper rabies testing.

g. Loose Livestock: AAD will respond to calls on loose horses, cattle, pigs, or ruminants by containing the animal(s) and then notifying the owner (if possible) to claim the animal(s) and/or the Denton County Sheriffs Department to provide impoundment applicable to state laws.

h. Animal Cruelty and Neglect Calls: AAD will respond to animal cruelty or neglect calls and take appropriate actions according to state law. A City police officer may be called to assist the ACO on any such call.

i. Education: AAD will provide information to residents on pet responsibility, local and state animal control laws, rabies and coping with wildlife issues. Professional advice will be given to solve most animal related problems.

j. Other Services: The City of Sanger agrees to allow AAD to provide its complete line of Animal Related Services to the residents of Sanger as individual clients at no other cost to the City. Such services include, but are not limited to:

Emergency Animal Ambulance Services
Pet Transportation & Taxi Services
Lost Pet Recovery Services
Deceased Pet Removal, Cremation, and Burial Services
Nuisance Wildlife Rescue & Control

Pet Insurance Programs
Escape Prevention

The resident would be considered a client of AAD and would be solely responsible for any fees incurred.

k. 24 Hour Information Line: AAD currently operates on a 24 hour basis and maintains that our phone lines are answered 24 hours a day, 7 days a week to provide callers with helpful information as to their pet related needs. Any resident from the City of Sanger nay take advantage of this 24 hour service so that AAD may better assist their individual needs.

l. Schedule of Fees: These fees shall be charged to the residents of Sanger. The City is not responsible for these fees:

Animal Impoundment Fee:	$75.00 each impoundment
Boarding Fee:	$10 per day or portion thereof
Registration Fee:	$5.00 per domestic pet
Trapping Fee:	$75 per animal removed

These fees may be changed upon approval of the governing body of Sanger upon adoption or a change of City Ordinance.

Section 4: **City of Sanger's Obligations:** Sanger agrees to perform the following:

Pay an all inclusive yearly fee of $85,920.00 for all animal control patrol and services for the duration of the contract (12 months). Payments will be made monthly to AAD in the amount of $7,160.00.

Infrastructure Fee: $29,850.00. This fee will be reduce $9,000.00 for the purchase of the City of Sanger animal control truck. The title will be transferred into AAD's name upon the signing of this contract. The infrastructure amount to be paid to AAD will be 20,850.00.

The addition of new homes to the City of Sanger: Each new home will add $2.14 per month to the contract. The new homes will be added in blocks of 25 on a quarterly basis.

In the event no new homes are added during the calendar year the contract will increase by the CPI (consumer price index), which is typically 3.5 %.

All inclusive fees do not include the following situations:

Quarantine fees as required by Texas Department of Heath when an owner is not known or available;

Specimen shipment fees on applicable animals;
Medical & veterinary fees as needed.

Any fees not covered under the all inclusive contract must be approved by the Chief of Police.

Section 5: Revenues Retained: City shall retain all fines, forfeitures, etc. that may be generated by performing ordinance enforcement duties within the City's boundary.

Section 6: Termination:

a. This Agreement may be terminated at any time, by either party, giving thirty (30) days written notice to the other party to the addresses proved herein. In the event of such termination by either party, AAD will be compensated for all services performed to termination date, which will be the date one (1) month after the date of the notice of termination, together with any payments then due and as authorized by this Agreement.

b. If the City fails to make payment to AAD within fifteen (15) days after the date of billing for any invoiced amounts, AAD will suspend services to Sanger and identify a date on which the services will be suspended and will notify City Hall by telephone and in writing of the date services will be suspended.

c. Failure of AAD to furnish any services under this Agreement, the City shall have the right to make appropriate reduction in any fee paid (as determined by mutual agreement of the parties) or terminate this Agreement by giving proper notice

Section 7: Notice and Payments: All written notices, payments, or refunds shall be sent to the following addresses:

All American Dogs	City of Sanger
12860 Tischler Rd.	502 Elm St. P.O. Box 1729
Pilot Point, TX 76258	Sanger, TX 76266

Section 8: Dispute Resolution: In order to ensure an effective relationship between the parties and to provide the best possible services, it is mutually agreed that all questions arising under this Agreement shall be handled and resolved between the Mayor and the owner of AAD.

Section 9: Jurisdiction: By this Agreement, Sanger grants full and complete authorization and jurisdiction to AAD for all services provided by AAD as contained in this Agreement. Said jurisdiction shall apply to the city limits of Sanger.

Section 10: Venue: Venue for any legal dispute arising pursuant to this Agreement shall be in Denton County, Texas.

Section 11: Supervision/Certification: At all times during the term of this Agreement, all Animal Control Officers shall be under the supervision and control of a representative AAD. Also, all officers shall be certified in their respective areas of expertise to carry out their duties. All Animal Control vehicles shall be properly marked and identified. ACO vehicles shall be considered as Authorized Emergency Vehicles in accordance with the Uniform Traffic Code.

Section 12: Performance: Both parties mutually agree that AAD is an independent contractor, and shall have exclusive control of performance hereunder, and that employees of AAD in no way are to be considered employees of the City.

Section 13: Indemnification: AAD agrees to hold harmless, save and indemnify the City and its Officers for any an all claims for damages, personal injury and/or death that may be asserted against Sanger arising from AAD negligence or its performance hereunder, save and except intentional acts of gross negligence by Sanger. The foregoing notwithstanding, the parties hereto reserve the right to all available legal defenses and all protections and limitations of liability provided by the Texas Tort Claims Act and the Texas Constitution relative to these parties. The provisions of this indemnification are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

Section 14: Insurance: AAD agrees to procure and maintain, at a minimum, $1,000,000 liability insurance policy providing coverage against any and all claims for personal injury or property damage arising out of acts, errors, or omissions of AAD, its officers, employees, or agents under or pursuant to this Agreement. The City shall be named as a certificate holder and shall be notified if this policy is cancelled for any reason.

IN WITNESS WHEREOF, we have hereunto set out hands this the ____ day of _____, 2022 in the duplicate originals.

All American Animal Control	City of Sanger
_____	_____
By: Robert M. Matthews, Jr.	By:
Attest:	Attest:
_____	_____
By: Witness	By: City Secretary

My Car's Value

2013 Chevrolet Silverado 2500 HD Regular Cab Work Truck Pickup 2D 8 ft

4.5 ★ (428 Ratings)

Edit options Write a review

Recalls: **5 Recalls Found**
Is my car affected? →

Repair Estimator: **See Pricing**
What's a fair price? →

Options Next Steps

1 Your Options

Instant Cash Offer **Trade-in** Private Pa ›

Trade-in Range
$7,874 - $10,539
Trade-in Value
$9,207

ⓘ Important info & definitions

Factors That Impact Value

CITY COUNCIL COMMUNICATION

DATE: November 7, 2022

FROM: Casey Welborn, Fire Marshal

AGENDA ITEM: Consideration and possible action to purchase a Fire Apparatus, Ladder Truck in the amount of $1,793,532.00 through an Interlocal Purchasing Agreement with HGAC and authorizing the City Manager to execute all necessary documentation.

SUMMARY:

- The City is purchasing the Fire Apparatus, Ladder Truck on an Interlocal Purchasing Agreement with HGAC which provides for procuring purchases in accordance with procedures governing competitive bids and competitive proposals.
- The addition of this type of apparatus will allow the Fire Department to provide an elevated water stream for multi-story buildings and provide access to the roofs of structures increasing the safety of Firefighters.
- The specifications for this apparatus will include a bucket allowing for safer rescues.
- Estimated delivery of the apparatus 400 days.

FISCAL INFORMATION:

Budgeted: YES Amount: $1,793,532.00 GL Account: 001-24-6130

By signing the Intent to Purchase the City will secure the cost of the apparatus.

RECOMMENDED MOTION OR ACTION:

Staff recommends approval of this purchase utilizing the Interlocal Purchasing Agreement with HGAC.

ATTACHMENTS:

Proposal
MMP Drawing

METRO FIRE
Apparatus Specialists, Inc.
514 Michigan / South Houston, Texas 77587 / (713) 692-0911 / (713) 692-1591 fax

PROPOSAL

Monday, October 31, 2022

Sanger Fire Department
Chief Pennington
201 Elm St
Sanger, TX 76266

The undersigned is prepared to furnish for you, upon an order being placed by you, for final acceptance by Metro Fire Apparatus Specialists, Inc at its office in Houston, Texas the apparatus and equipment herein named and for the following prices:

One (1) Spartan 100' Mid-Mount Platform on a Gladiator Chassis and equipment as specified:

Pumper Price $1,791,532.00
HGAC Fee $2000
TOTAL $1,793,532.00

No State, Federal or local taxes included
The apparatus and equipment are to be supplied and shipped in accordance with the specifications and approvals by the Sanger Fire Department. Delays due to strikes, war or other causes beyond our control not preventing, within 400 **calendar days after receipt of a signed change order A**. The completed apparatus will be delivered to you at:

Sanger Fire Department
Sanger, Texas

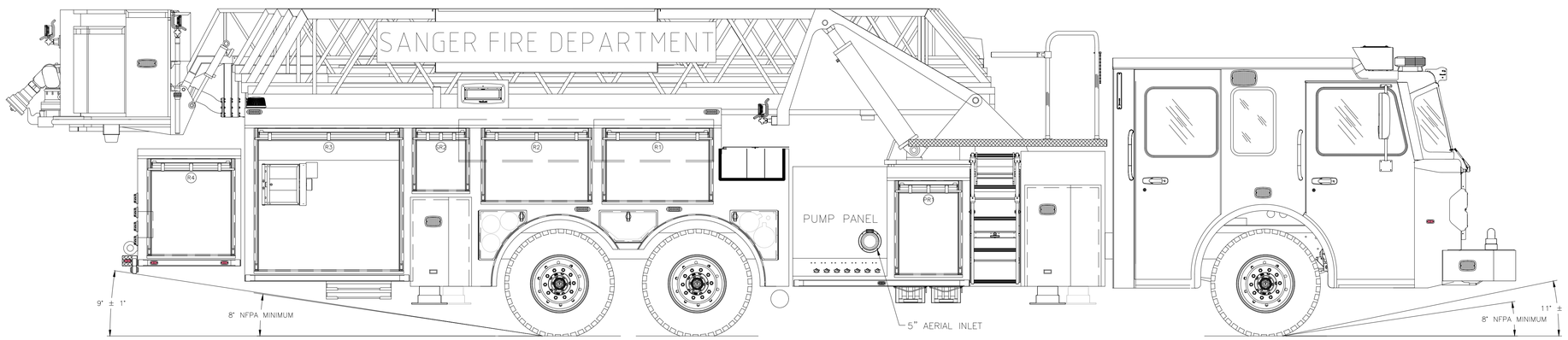
The specifications herein contained shall form a part of the final contract, and are subject to changes desired by the Sanger Fire Department. The proposal specifications are supplied for construction purposes. Any additions and/or changes to the enclosed specifications shall be generated and/or approved by the Sanger Fire Department, and accepted by Metro Fire Apparatus Specialists, Inc.

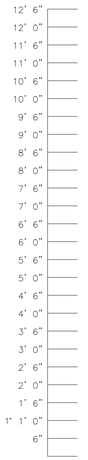
Unless accepted within 45 days from this date, Metro Fire Apparatus Specialists, Inc. reserves the right to withdraw this proposal.

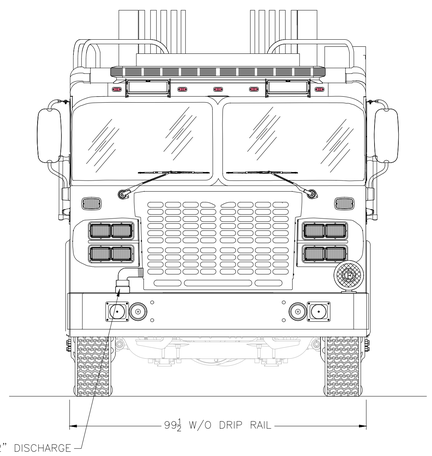
TERMS:

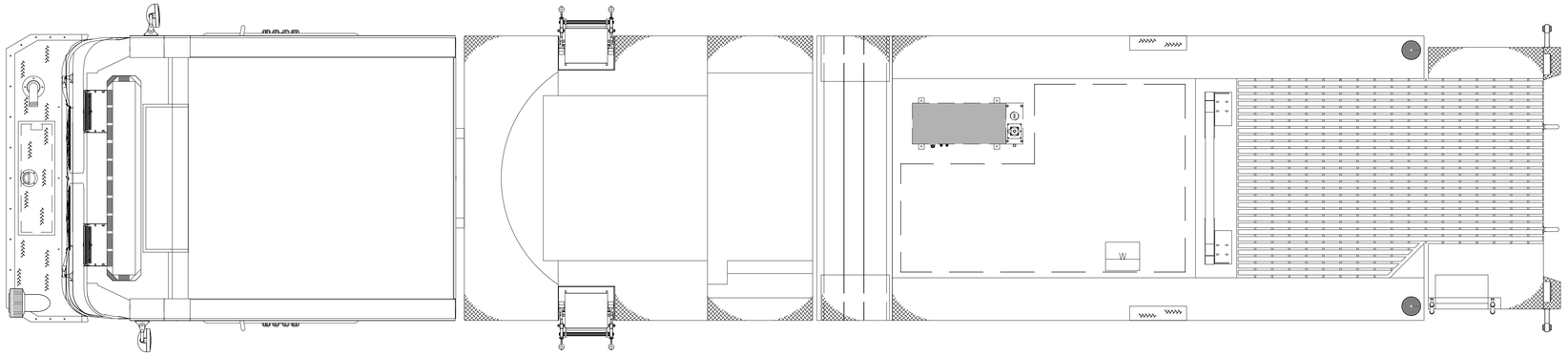
By Brian Cudaback
Brian Cudaback – Apparatus Manager

Payment due upon delivery and acceptance of completed apparatus.



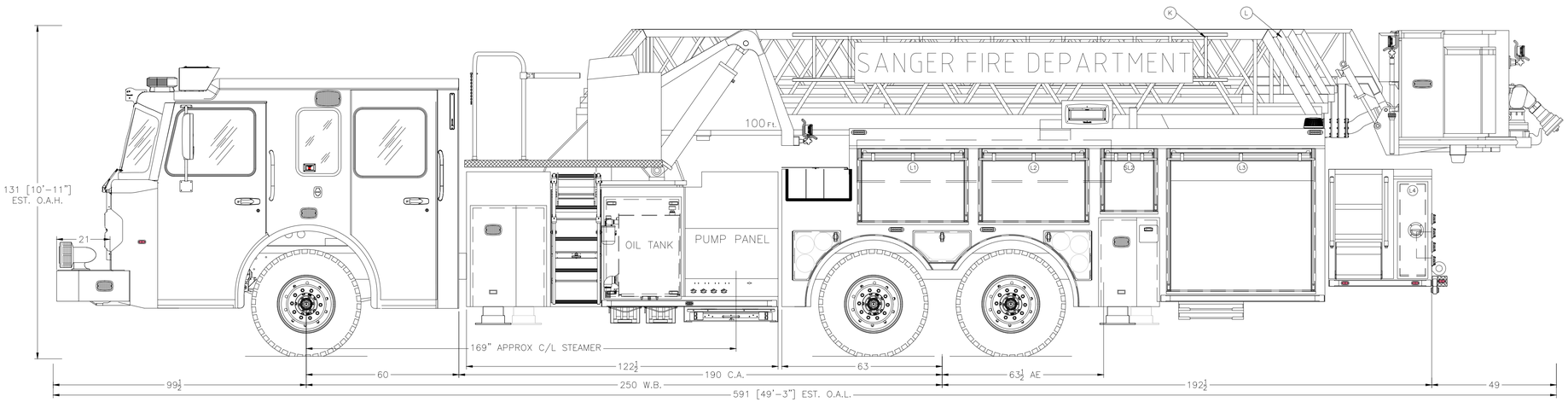


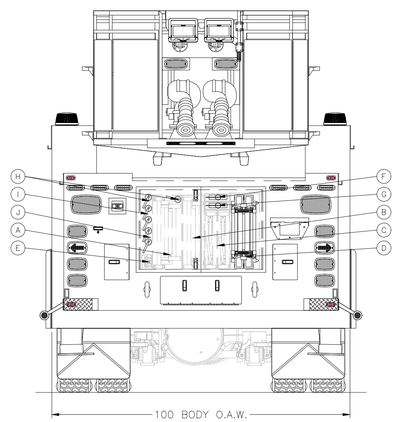




COMPARTMENT DIMENSIONS					
COMPT.	DOOR OPENING	INTERIOR	DIVIDE HEIGHT	DEPTH UPPER	DEPTH LOWER
L1	40"W x 23"H	46.5"W x 36"H	–	14"	14"
L2	40"W x 23"H	56.5"W x 36"H	–	14"	14"
L3	55"W x 50"H	66"W x 63.5"H	43"	14"	26"
L4	10"W x 35"H	12.5"W x 41.5"H	–	9"	9"
R1	40"W x 23"H	46.5"W x 36"H	–	14"	14"
R2	40"W x 23"H	56.5"W x 36"H	–	14"	14"
R3	55"W x 50"H	66"W x 63.5"H	43"	14"	26"
R4	31"W x 32"H	36.5"W x 41.5"H	37"	10"	22"
PR1	23"W x 31"H	32.5"W x 42"H	–	18"	18"
SL2	19"W x 19"H	22"W x 32"H	–	14"	14"
SR2	19"W x 19"H	22"W x 32"H	–	14"	14"

GROUND LADDERS & PIKE POLES			
ITEM	DESCRIPTION	MODEL #	QTY
A	35' 3 SEC EXTENSION	1225-A	1
B	28' 2 SEC EXTENSION	900-A	1
C	16' ROOF	875-A	2
D	17' LITTLE GIANT	15187-882	1
E	10' FOLDING ATTIC	585-A	1
F	6' D-HANDLE PIKE POLE	YPDH-6A	1
G	8' D-HANDLE PIKE POLE	YPDH-8A	1
H	6' PIKE POLE	YPD-6	2
I	8' PIKE POLE	YPD-8	2
J	12' PIKE POLE	YPD-12	2
BASE	K	14' ROOF	DRL-14	1
FLY	L	8' NY ROOF HOOK	RH-8	1





NOTE:

THIS DRAWING IS THE PROPERTY OF SPARTAN FIRE, LLC AND IS TO BE USED ONLY IN REFERENCE TO THE WORK PROPOSED OR CONTRACTED BY SPARTAN FIRE, LLC ANY REPRODUCTION IN PART OR IN WHOLE WITHOUT THE WRITTEN PERMISSION OF SPARTAN FIRE, LLC IS STRICTLY PROHIBITED.

DIMENSIONS SHOWN ARE APPROXIMATE AND ARE SUBJECT TO CHANGE AS MAY BE FOUND NECESSARY DURING CONSTRUCTION. THIS DRAWING MUST BE PLOTTED TO THE PAPER SIZE LISTED IN THE TITLE BLOCK FOR THE LISTED SCALE TO BE VALID.

THIS DRAWING IS FOR REFERENCE PURPOSES ONLY. SOME ITEMS MAY OR MAY NOT APPEAR ON THE DRAWING THAT MAY OR MAY NOT BE INCLUDED IN THE SPECIFICATIONS. THE SPECIFICATIONS SHALL BE THE FINAL AUTHORITY TO DETERMINE WHAT IS SUPPLIED ON THE APPARATUS.

REVISION HISTORY

REV	INT.	DATE	DESCRIPTION
01	CL	10/31/22	ORIGINALY LAYOUT COPIED FROM 18438-07

PROPOSAL

CHASSIS:	SPARTAN GLADIATOR EMFD 5" RAISED ROOF
ENGINE:	CUMMINS X15 605HP WITH ALLISON 4000 EVS
PUMP:	WATEROUS CSUC20 2000 GPM
WATER TANK:	300 U.S. GAL
FOAM CELL:	N/A
BODY MATERIAL:	1/8" ALUMINUM
HOSE BEDS:	1000' OF 5" / 49 CUBIC FEET
GENERATOR:	HARRISON 10kW MCR
COMPARTMENTS:	174 CUBIC FEET

SPARTAN REV GROUP
EMERGENCY RESPONSE

SANGER FIRE DEPARTMENT
SANGER, TX

MODEL:	100' MIDMOUNT PLATFORM (S45MP-100)		
DEALERSHIP:	METRO FIRE APPARATUS SPECIALISTS		
SCALE:	1/2" = 1'	DRAWN BY: CL	DATE: 10/31/22
SIZE:	24" X 36"	DRAWING NO: 22981	REV: 01
SHEET:	1 OF 1		

VENDOR SET: 99 City of Sanger
BANK: * ALL BANKS
DATE RANGE: 9/01/2022 THRU 9/30/2022

VENDOR	I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
	C-CHECK	VOID CHECK	V	9/06/2022			081196		
37500		CROWN AWARDS							
37500		CROWN AWARDS							
	C-CHECK	CROWN AWARDS VOIDED	V	9/06/2022			081204		806.55CR
	C-CHECK	VOID CHECK	V	9/06/2022			081211		
	C-CHECK	VOID CHECK	V	9/13/2022			081246		
	C-CHECK	VOID CHECK	V	9/13/2022			081248		
37360		RANGELINE UTILITY SERVICES, LL							
37360		RANGELINE UTILITY SERVICES, LL							
	C-CHECK	RANGELINE UTILITY SERVICVOIDED	V	9/13/2022			081273		58,846.00CR
	C-CHECK	VOID CHECK	V	9/21/2022			081293		
	C-CHECK	VOID CHECK	V	9/21/2022			081294		
	C-CHECK	VOID CHECK	V	9/21/2022			081295		
	C-CHECK	VOID CHECK	V	9/21/2022			081296		
	C-CHECK	VOID CHECK	V	9/21/2022			081305		
	C-CHECK	VOID CHECK	V	9/26/2022			081341		
	C-CHECK	VOID CHECK	V	9/26/2022			081379	C	

* * T O T A L S * *	NO			INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	0			0.00	0.00	0.00
HAND CHECKS:	0			0.00	0.00	0.00
DRAFTS:	0			0.00	0.00	0.00
EFT:	0			0.00	0.00	0.00
NON CHECKS:	0			0.00	0.00	0.00
VOID CHECKS:	13	VOID DEBITS	0.00			
		VOID CREDITS	59,652.55CR	59,652.55CR	0.00	

TOTAL ERRORS: 0

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 99 BANK: * TOTALS:	13	59,652.55CR	0.00	0.00
BANK: * TOTALS:	13	59,652.55CR	0.00	0.00

VENDOR SET: 99 City of Sanger
BANK: EMP B EMPLOYEE BENEFIT FUND
DATE RANGE: 9/01/2022 THRU 9/30/2022

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
30790	EYEMED	R	9/06/2022			000744	C	636.53
35860	UNITED HEALTHCARE INSURANCE CO	R	9/06/2022			000745	C	57,954.16
10610	LEADERSLIFE INS. COMPANY	R	9/21/2022			000746	C	73.66
36120	LIFE INSURANCE COMPANY OF NORT	R	9/21/2022			000747	C	1,273.80

* * T O T A L S * *	NO			INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	4			59,938.15	0.00	59,938.15
HAND CHECKS:	0			0.00	0.00	0.00
DRAFTS:	0			0.00	0.00	0.00
EFT:	0			0.00	0.00	0.00
NON CHECKS:	0			0.00	0.00	0.00
VOID CHECKS:	0	VOID DEBITS	0.00			
		VOID CREDITS	0.00	0.00	0.00	

TOTAL ERRORS: 0

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 99 BANK: EMP BTOTALS:	4	59,938.15	0.00	59,938.15
BANK: EMP B TOTALS:	4	59,938.15	0.00	59,938.15

VENDOR SET: 99 City of Sanger
BANK: POOL POOLED CASH ACCOUNT
DATE RANGE: 9/01/2022 THRU 9/30/2022

VENDOR	I.D.	NAME		STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
00100		TMRS		E	9/06/2022			000324	C	56,089.71
08120		ICMA-RC		E	9/09/2022			000325	C	2,175.96
24050		AEP ENERGY PARTNERS, INC		E	9/13/2022			000326	C	490,142.66
34490		HALFF ASSOC INC		E	9/13/2022			000327	C	14,253.55
08120		ICMA-RC		E	9/23/2022			000328	C	2,150.96
00440		BRAZOS ELECTRIC		E	9/21/2022			000329	C	10,310.07
02910		UPPER TRINITY		E	9/21/2022			000330	C	30,014.79
34490		HALFF ASSOC INC		E	9/21/2022			000331	C	85.39
35680		TAKNEK LLC		E	9/21/2022			000332	C	11,240.00
37710		WILSON & COMPANY, INC., ENGINE		E	9/29/2022			000333	C	27,350.00
22640		INTERNAL REVENUE SERVICE		D	9/09/2022			000425	C	46,604.75
14210		OFFICE OF THE ATTORNEY GENERAL		D	9/09/2022			000426	C	1,304.30
00600		CITY OF SANGER		D	9/13/2022			000427	C	35,886.28
22640		INTERNAL REVENUE SERVICE		D	9/23/2022			000428	C	45,770.14
14210		OFFICE OF THE ATTORNEY GENERAL		D	9/23/2022			000429	C	1,304.30
11690		PITNEY BOWES - RESERVE ACCOUNT		D	9/09/2022			000430	C	300.00
22640		INTERNAL REVENUE SERVICE		D	9/23/2022			000432	C	175.96
30600		TASC		D	9/09/2022			000433	O	1,477.48
26320		TRUST-CITY OF SANGER EMPLOYEE		D	9/30/2022			000440	C	61,820.46
01480		LAURA'S LOCKSMITH		V	5/23/2022			080438		345.00
01480		LAURA'S LOCKSMITH								
01480		LAURA'S LOCKSMITH								
	M-CHECK	LAURA'S LOCKSMITH	UNPOST	V	9/28/2022			080438	C	345.00CR

VENDOR SET: 99 City of Sanger
BANK: POOL POOLED CASH ACCOUNT
DATE RANGE: 9/01/2022 THRU 9/30/2022

VENDOR	I.D.	NAME		STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
1		OPENDOOR LABS INC		R	9/06/2022			081186	C	58.67
1		WATERS, LUCY C		R	9/06/2022			081187	C	67.12
1		MCCLINTOCK HOMES LLC		R	9/06/2022			081188	C	4.15
1		FOURNIER, SANDRA A		R	9/06/2022			081189	C	18.35
28710		AFFORD-IT TIRES		R	9/06/2022			081190	C	20.00
09600		AFLAC		R	9/06/2022			081191	C	1,873.96
25070		ALL AMERICAN DOGS INC		R	9/06/2022			081192	C	4,080.00
ALTEC		ALTEC INDUSTRIES, INC		R	9/06/2022			081193	C	737.36
00420		BOUND TREE MEDICAL, LLC		R	9/06/2022			081194	C	191.50
22300		CARD SERVICE CENTER		R	9/06/2022			081195	C	4,660.27
03110		CARDINAL TRACKING INC.		R	9/06/2022			081197	C	1,035.00
37400		CHRISTMAS DESIGNERS.COM LLC		R	9/06/2022			081198	C	3,372.00
00590		CITY OF DENTON		R	9/06/2022			081199	C	220.00
07850		CLEAT		R	9/06/2022			081200	C	27.70
33030		COMMERCIAL TOOL & EQUIPMENT SE		R	9/06/2022			081201	C	553.58
00650		CONTINENTAL RESEARCH CORP		R	9/06/2022			081202	C	537.62
08880		COOPER'S COPIES		R	9/06/2022			081203	V	772.20
37500		CROWN AWARDS		V	9/06/2022			081204		806.55
37500		CROWN AWARDS								
37500		CROWN AWARDS								
	M-CHECK	CROWN AWARDS	VOIDED	V	9/06/2022			081204	C	806.55CR
33890		EDP BEST PRACTICES, LLC		R	9/06/2022			081205	C	4,000.00
34680		EHV SOLUTIONS, LLC.		R	9/06/2022			081206	C	3,332.00

VENDOR SET: 99 City of Sanger
BANK: POOL POOLED CASH ACCOUNT
DATE RANGE: 9/01/2022 THRU 9/30/2022

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
08420	EMBLEM ENTERPRISE INC	R	9/06/2022			081207	C	133.74
34670	FREEDOM COMMERCIAL SERVICES, L	R	9/06/2022			081208	C	250.00
18790	FUELMAN	R	9/06/2022			081209	C	3,547.69
01070	GALLS INC.	R	9/06/2022			081210	C	1,819.91
28820	GLENN POLK AUTOPLEX INC	R	9/06/2022			081212	C	1,632.32
34600	GREEN EAGLE GARAGE DOOR CO - R	R	9/06/2022			081213	C	375.00
07750	HOME DEPOT CREDIT SERVICES	R	9/06/2022			081214	C	969.57
36820	HOSE TECH USA	R	9/06/2022			081215	C	413.85
34700	IDEXX DISTRIBUTION, INC.	R	9/06/2022			081216	C	271.34
01240	INLAND TRUCK PARTS, INC.	R	9/06/2022			081217	C	14.00
03530	JAMES WOOD AUTOPARK, INC.	R	9/06/2022			081218	C	353.29
23760	KEEPITSAFE, INC.-LIVEVAULT	R	9/06/2022			081219	C	1,380.00
36460	KIMLEY-HORN & ASSOCIATES	R	9/06/2022			081220	C	33,367.40
08210	KWIK KAR	R	9/06/2022			081221	C	147.46
31540	TLMC INC / LIBERTY MARKETING C	R	9/06/2022			081222	C	689.50
37320	MESSER, FORT & MCDONALD, PLLC	R	9/06/2022			081223	C	512.00
34760	MILES RICHIE	R	9/06/2022			081224	C	450.00
04140	MOTOROLA SOLUTIONS	R	9/06/2022			081225	C	15,218.68
08690	O'REILLY AUTO PARTS	R	9/06/2022			081226	C	37.40
02970	OFFICE DEPOT	R	9/06/2022			081227	C	757.25
36920	PARKHILL SMITH & COOPER, INC.	R	9/06/2022			081228	C	2,750.00
35740	PATTERSON PROFESSIONAL SERVICE	R	9/06/2022			081229	C	6,000.00

VENDOR SET: 99 City of Sanger
BANK: POOL POOLED CASH ACCOUNT
DATE RANGE: 9/01/2022 THRU 9/30/2022

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
37360	RANGELINE UTILITY SERVICES, LL	R	9/06/2022			081230	C	1,620.00
25020	SANGER HARDWARE	R	9/06/2022			081231	C	25.98
02370	SHERWIN WILLIAMS	R	9/06/2022			081232	C	141.86
36870	SOUTHERN PETROLEUM LABORATORIE	R	9/06/2022			081233	C	290.40
02690	TECHLINE, INC.	R	9/06/2022			081234	C	12,793.15
34220	UNIFIRST CORPORATION	R	9/06/2022			081235	C	85.68
11430	USA BLUEBOOK, INC.	R	9/06/2022			081236	C	723.27
36380	ZERO9 SOLUTIONS LTD	R	9/06/2022			081237	C	542.30
33300	HSA BANK	R	9/09/2022			081238	C	1,591.83
15830	SANGER EDUCATION FOUNDATION IN	R	9/09/2022			081239	C	2.50
14470	UNITED WAY	R	9/09/2022			081240	C	5.00
28710	AFFORD-IT TIRES	R	9/13/2022			081241	C	1,300.00
23490	BOUND TO STAY BOUND BOOKS INC	R	9/13/2022			081242	C	451.11
00420	BOUND TREE MEDICAL, LLC	R	9/13/2022			081243	C	397.48
27670	BROOKSWATSON & COMPANY, PLLC	R	9/13/2022			081244	C	5,000.00
23880	BUREAU VERITAS NORTH AMERICA,	R	9/13/2022			081245	C	2,800.00
22300	CARD SERVICE CENTER	R	9/13/2022			081247	C	4,686.16
03730	COLLIN COLLEGE, COURTYARD CENT	R	9/13/2022			081249	C	70.00
00800	COSERV ELECTRIC	R	9/13/2022			081250	O	3,794.01
23620	COTE'S MECHANICAL	R	9/13/2022			081251	C	626.00
21460	DANNENBAUM ENGINEERING CO.	R	9/13/2022			081252	C	70,354.18
24570	DEFENDER SUPPLY	R	9/13/2022			081253	C	716.00

VENDOR SET: 99 City of Sanger
BANK: POOL POOLED CASH ACCOUNT
DATE RANGE: 9/01/2022 THRU 9/30/2022

VENDOR	I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
00850		DENTON RECORD-CHRONICLE	R	9/13/2022			081254	C	1,717.40
18190		DEPARTMENT OF INFORMATION RESO	R	9/13/2022			081255	C	28.15
23900		DODSON, STEFANI	R	9/13/2022			081256	C	179.01
23820		FERGUSON ENTERPRISES, LLC	R	9/13/2022			081257	C	967.80
37440		FIRST CHOICE CHRISTMAS LIGHTS	R	9/13/2022			081258	C	8,639.60
18790		FUELMAN	R	9/13/2022			081259	C	2,730.28
28820		GLENN POLK AUTOPLEX INC	R	9/13/2022			081260	C	3,736.17
37560		HIRE SANTA LLC	R	9/13/2022			081261	C	790.00
20220		INGRAM LIBRARY SERVICES	R	9/13/2022			081262	C	1,380.86
20860		KSA ENGINEERS	R	9/13/2022			081263	C	5,000.00
20860		KSA ENGINEERS	R	9/13/2022			081264	C	5,000.00
08210		KWIK KAR	R	9/13/2022			081265	C	25.50
32640		LLOYD GOSSELINK ROCHELLE & TOW	R	9/13/2022			081266	C	1,087.00
37320		MESSER, FORT & MCDONALD, PLLC	R	9/13/2022			081267	C	4,343.50
08690		O'REILLY AUTO PARTS	R	9/13/2022			081268	C	753.16
02970		OFFICE DEPOT	R	9/13/2022			081269	C	349.66
36520		POWER ENGINEERS, INC.	R	9/13/2022			081270	C	298.50
25270		PRIMORIS T & D SERVICES, LLC	R	9/13/2022			081271	C	40,499.10
31880		RANDY'S TOWING AND RECOVERY SE	R	9/13/2022			081272	V	265.00
37360		RANGELINE UTILITY SERVICES, LL	V	9/13/2022			081273		58,846.00
37360		RANGELINE UTILITY SERVICES, LL							
37360		RANGELINE UTILITY SERVICES, LL							
	M-CHECK	RANGELINE UTILITY SERVICVOIDED	V	9/13/2022			081273	C	58,846.00CR

VENDOR SET: 99 City of Sanger
BANK: POOL POOLED CASH ACCOUNT
DATE RANGE: 9/01/2022 THRU 9/30/2022

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
30260	RICOH USA	R	9/13/2022			081274	C	344.90
25020	SANGER HARDWARE	R	9/13/2022			081275	C	192.54
36870	SOUTHERN PETROLEUM LABORATORIE	R	9/13/2022			081276	O	290.40
31970	DAVID STONEKING	R	9/13/2022			081277	C	520.00
34220	UNIFIRST CORPORATION	R	9/13/2022			081278	C	83.70
05510	WASTE CONNECTIONS	R	9/13/2022			081279	C	81,644.51
1	CRAWFORD, NATHANIEL	R	9/13/2022			081280	C	41.26
1	FKH SFR PROPCO K LP	R	9/13/2022			081281	C	100.00
1	LILLIAN CUSTOM HOMES	R	9/13/2022			081282	C	388.47
33300	HSA BANK	R	9/23/2022			081283	O	1,531.53
15830	SANGER EDUCATION FOUNDATION IN	R	9/23/2022			081284	C	2.50
14470	UNITED WAY	R	9/23/2022			081285	O	5.00
1	OPENDOOR LABS INC.	R	9/21/2022			081286	C	39.81
28710	AFFORD-IT TIRES	R	9/21/2022			081287	C	260.00
35980	ALAGOOD CARTWRIGHT BURKE PC, A	R	9/21/2022			081288	C	2,500.00
25070	ALL AMERICAN DOGS INC	R	9/21/2022			081289	O	2,075.00
01550	ATMOS	R	9/21/2022			081290	C	785.62
00420	BOUND TREE MEDICAL, LLC	R	9/21/2022			081291	C	912.73
22300	CARD SERVICE CENTER	R	9/21/2022			081292	C	8,476.99
37520	COASTAL BEND MUNICIPAL CLERKS	R	9/21/2022			081297	C	50.00
08880	COOPER'S COPIES	R	9/21/2022			081298	C	59.45
25730	DATAPROSE, LLC	R	9/21/2022			081299	C	1,410.71

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DATE RANGE: 9/01/2022 THRU 9/30/2022

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
08460	DELL COMPUTERS, LLP	R	9/21/2022			081300	C	346.40
00920	ELLIOTT ELECTRIC	R	9/21/2022			081301	O	66.26
31340	FIRST CHECK APPLICANT SCREENIN	R	9/21/2022			081302	C	67.00
18790	FUELMAN	R	9/21/2022			081303	C	2,951.47
01070	GALLS INC.	R	9/21/2022			081304	O	1,138.24
07350	GENTLE'S OIL AND TIRE	R	9/21/2022			081306	C	77.00
24970	HUB INTERNATIONAL TEXAS, INC.	R	9/21/2022			081307	C	2,000.00
20220	INGRAM LIBRARY SERVICES	R	9/21/2022			081308	C	121.48
37650	IRRI-TECH OF TEXAS, LLC	R	9/21/2022			081309	C	603.00
20860	KSA ENGINEERS	R	9/21/2022			081310	C	31,865.50
08210	KWIK KAR	R	9/21/2022			081311	C	410.40
25060	LEMONS PUBLICATIONS INC	R	9/21/2022			081312	C	600.00
36120	LIFE INSURANCE COMPANY OF NORT	R	9/21/2022			081313	C	1,008.80
16970	LONGHORN, INC.	R	9/21/2022			081314	C	99.71
28240	MARTINEZ BROTHERS CONCRETE AND	R	9/21/2022			081315	C	7,350.00
32980	MCCAIN'S OVERHEAD DOOR & GATE	R	9/21/2022			081316	C	4,950.00
24940	NTTA	R	9/21/2022			081317	C	43.30
08690	O'REILLY AUTO PARTS	R	9/21/2022			081318	C	46.20
02970	OFFICE DEPOT	R	9/21/2022			081319	C	587.90
34500	P3WORKS LLC	R	9/21/2022			081320	C	1,950.00
19200	PATHMARK TRAFFIC PRODUCTS OF T	R	9/21/2022			081321	C	382.00
24810	RLC CONTROLS, INC	R	9/21/2022			081322	C	810.00

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VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
16240	SCHAD & PULTE	R	9/21/2022			081323	C	43.00
25590	SCHNEIDER ENGINEERING, LLC	R	9/21/2022			081324	C	2,471.53
36870	SOUTHERN PETROLEUM LABORATORIE	R	9/21/2022			081325	C	290.40
18620	STERICYCLE	R	9/21/2022			081326	O	252.52
29190	STITCHIN' AND MORE CUSTOM GRAP	R	9/21/2022			081327	C	78.00
24620	SUPERION, LLC	R	9/21/2022			081328	O	175.04
29390	SYMBOL ARTS, LLC	R	9/21/2022			081329	C	60.00
05350	TEXAS EXCAVATION SAFETY SYST	R	9/21/2022			081330	C	119.70
19260	TYLER TECHNOLOGIES	R	9/21/2022			081331	O	125.00
31750	UNDERWOOD'S HEATING & AIR	R	9/21/2022			081332	C	250.00
34220	UNIFIRST CORPORATION	R	9/21/2022			081333	C	78.78
11430	USA BLUEBOOK, INC.	R	9/21/2022			081334	C	1,061.14
05510	WASTE CONNECTIONS	R	9/21/2022			081335	C	4,368.84
09550	WATER TECH, INC.	R	9/21/2022			081336	C	3,366.00
27960	YOUNG GUNS AUTO INC	R	9/21/2022			081337	O	577.99
37590	ABDO PUBLISHING	R	9/26/2022			081338	O	586.60
37600	ACTIVE911, INC	R	9/26/2022			081339	O	225.00
00200	ADAMS EXTERMINATING CO.	R	9/26/2022			081340	O	755.00
02460	AT&T MOBILITY	R	9/26/2022			081342	O	1,072.82
31670	BOOT BARN	R	9/26/2022			081343	O	150.00
23490	BOUND TO STAY BOUND BOOKS INC	R	9/26/2022			081344	O	118.95
00420	BOUND TREE MEDICAL, LLC	R	9/26/2022			081345	O	835.64

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VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
03110	CARDINAL TRACKING INC.	R	9/26/2022			081346	O	2,883.91
20410	CARE NOW CORPORATE	R	9/26/2022			081347	O	310.00
37540	CLEVELAND ISD	R	9/26/2022			081348	O	1,463.42
03730	COLLIN COLLEGE, COURTYARD CENT	R	9/26/2022			081349	O	175.00
37500	CROWN AWARDS	R	9/26/2022			081350	O	806.55
28180	D&D COMMERICAL LANDSCAPE MANAG	R	9/26/2022			081351	O	17,181.12
00740	DCAD	R	9/26/2022			081352	O	8,320.53
24570	DEFENDER SUPPLY	R	9/26/2022			081353	O	14,135.00
37340	DELEESE ALLEN	R	9/26/2022			081354	O	86.64
22740	DENTON COUNTY AUDITOR	R	9/26/2022			081355	O	4,648.91
37470	DOCU SCAN GUYS LLC	R	9/26/2022			081356	O	1,850.00
36010	DOCUNAV SOLUTIONS	R	9/26/2022			081357	O	5,040.00
35470	DURAN PHOTOGRAPHY	R	9/26/2022			081358	O	400.00
23820	FERGUSON ENTERPRISES, LLC	R	9/26/2022			081359	O	607.56
18790	FUELMAN	R	9/26/2022			081360	O	3,713.26
01070	GALLS INC.	R	9/26/2022			081361	O	4,929.12
28820	GLENN POLK AUTOPLEX INC	R	9/26/2022			081362	O	862.96
34700	IDEXX DISTRIBUTION, INC.	R	9/26/2022			081363	O	1,233.60
20220	INGRAM LIBRARY SERVICES	R	9/26/2022			081364	O	8.27
08210	KWIK KAR	R	9/26/2022			081365	O	7.00
32150	LITTLE GIANT PRINTERS	R	9/26/2022			081366	O	446.09
17900	LOWER COLORADO RIVER AUTHORITY	R	9/26/2022			081367	O	398.96

VENDOR SET: 99 City of Sanger
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VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
28240	MARTINEZ BROTHERS CONCRETE AND	R	9/26/2022			081368	O	1,800.00
29030	MCCREARY, VESELKA, BRAGG & ALL	R	9/26/2022			081369	O	52.95
32430	MODERN LEASING INC. OF IOWA	R	9/26/2022			081370	O	348.42
20050	MODERN MARKETING	R	9/26/2022			081371	O	642.25
08690	O'REILLY AUTO PARTS	R	9/26/2022			081372	O	119.16
02970	OFFICE DEPOT	R	9/26/2022			081373	O	391.22
35740	PATTERSON PROFESSIONAL SERVICE	R	9/26/2022			081374	O	1,039.95
21140	R & T ELECTRIC, LLC	R	9/26/2022			081375	C	650.00
37620	RANDY'S OF SANGER, LLC.	R	9/26/2022			081376	O	558.69
37360	RANGELINE UTILITY SERVICES, LL	R	9/26/2022			081377	O	9,367.00
25020	SANGER HARDWARE	R	9/26/2022			081378	O	394.08
16240	SCHAD & PULTE	R	9/26/2022			081380	O	19.00
34980	SHAMROCK EQUIPMENT SERVICES, L	R	9/26/2022			081381	O	1,390.82
02690	TECHLINE, INC.	R	9/26/2022			081382	O	37,299.36
37640	TEXAS ANIMAL CONTROL ASSOCIATI	R	9/26/2022			081383	O	50.00
02770	TEXAS PUBLIC POWER ASSC.	R	9/26/2022			081384	O	220.00
24800	THI WATER WELL	R	9/26/2022			081385	O	72,138.16
31750	UNDERWOOD'S HEATING & AIR	R	9/26/2022			081386	O	584.56
34220	UNIFIRST CORPORATION	R	9/26/2022			081387	C	78.78
32440	BILLY D. WILSON	R	9/26/2022			081388	O	125.00
27960	YOUNG GUNS AUTO INC	R	9/26/2022			081389	O	1,192.50
36380	ZERO9 SOLUTIONS LTD	R	9/26/2022			081390	O	81.50

VENDOR SET: 99 City of Sanger
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DATE RANGE: 9/01/2022 THRU 9/30/2022

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
1	BOLLEMPALLY, PRAKASH	R	9/27/2022			081391	O	110.55
1	COOK PROPERTIES	R	9/27/2022			081392	O	280.79
1	COPELAND, ANTHONY R	R	9/27/2022			081393	O	3.17
1	HENDERSON, TWILA	R	9/27/2022			081394	O	28.64
1	VARNER, MATTHEW P	R	9/27/2022			081395	O	139.03
1	WATTS, AUSTIN	R	9/27/2022			081396	O	23.92

* * T O T A L S * *	NO			INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	198			716,787.64	32.77CR	657,348.61
HAND CHECKS:	0			0.00	0.00	0.00
DRAFTS:	9			194,643.67	0.00	194,643.67
EFT:	10			643,813.09	0.00	643,813.09
NON CHECKS:	0			0.00	0.00	0.00
VOID CHECKS:	3	VOID DEBITS	806.55			
		VOID CREDITS	59,997.55CR	59,191.00CR	0.00	

TOTAL ERRORS: 0

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 99 BANK: POOL TOTALS:	220	1,496,398.40	32.77CR	1,495,805.37
BANK: POOL TOTALS:	220	1,496,398.40	32.77CR	1,495,805.37
REPORT TOTALS:	224	1,556,336.55	32.77CR	1,555,743.52

SELECTION CRITERIA

VENDOR SET: 99-AP VENDOR SET
VENDOR: ALL
BANK CODES: All
FUNDS: All

CHECK SELECTION

CHECK RANGE: 000000 THRU 999999
DATE RANGE: 9/01/2022 THRU 9/30/2022
CHECK AMOUNT RANGE: 0.00 THRU 999,999,999.99
INCLUDE ALL VOIDS: YES

PRINT OPTIONS
SEQUENCE: CHECK NUMBER

PRINT TRANSACTIONS: NO
PRINT G/L: NO
UNPOSTED ONLY: NO
EXCLUDE UNPOSTED: NO
MANUAL ONLY: NO
STUB COMMENTS: NO
REPORT FOOTER: NO
CHECK STATUS: YES
PRINT STATUS: * - All

MONTHLY FINANCIAL REPORT
August 31, 2022

This is the financial report for the period ended August 31, 2022. Revenues and expenditures reflect activity from October 1, 2021 through August 31, 2022 or ninety-one percent (~91.67%) of the fiscal year.

GENERAL FUND

- The General Fund has collected 101.3% of projected operating revenues. All revenue categories are performing within projections.
- Year to date General Fund operating expenditures/encumbrances are 79.0% of the annual budget.

ENTERPRISE FUND

- The Enterprise Fund has collected 93.2% of projected operating revenues. A change in the allocation of interest income among funds has resulted in interest revenues below original projections. All revenue categories are performing within projections.
- Year to date Enterprise Fund operating expenditures/encumbrances are 85.3% of the annual budget. All expenditure categories are within projections.

INTERNAL SERVICE FUND

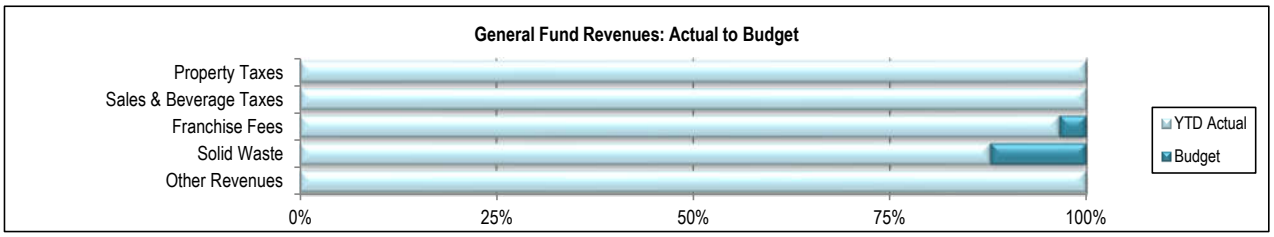
- The Internal Service Fund has collected 84.4% of projected transfers from the General and Enterprise Funds.
- Year to date Internal Service Fund operating expenditures/encumbrances are 85.9% of the annual budget.

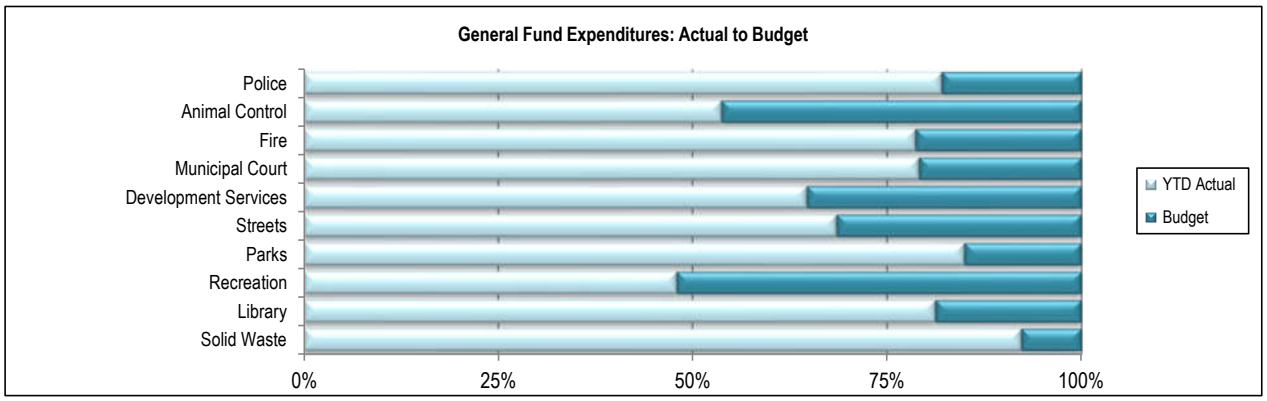
Combined General, Enterprise, and Internal Service Fund Expenditures by Classification

Expenditure Category	Annual Budget	Expenditures & Encumbrances	Percent of Budget
Salaries & Benefits	$ 7,521,501	$ 6,137,695	82%
Supplies & Materials	998,680	710,836	71%
Maintenance & Operations	7,951,205	7,159,700	90%
Contract Services	2,853,306	2,184,597	77%
Utilities	515,325	431,678	84%
Capital Expenses	407,216	237,047	58%
Debt Service	55,535	51,753	93%
Other Department Expense	117,800	51,334	44%
Transfers	6,842,468	6,041,938	88%
Total	$ 27,263,036	$ 23,006,578	84%

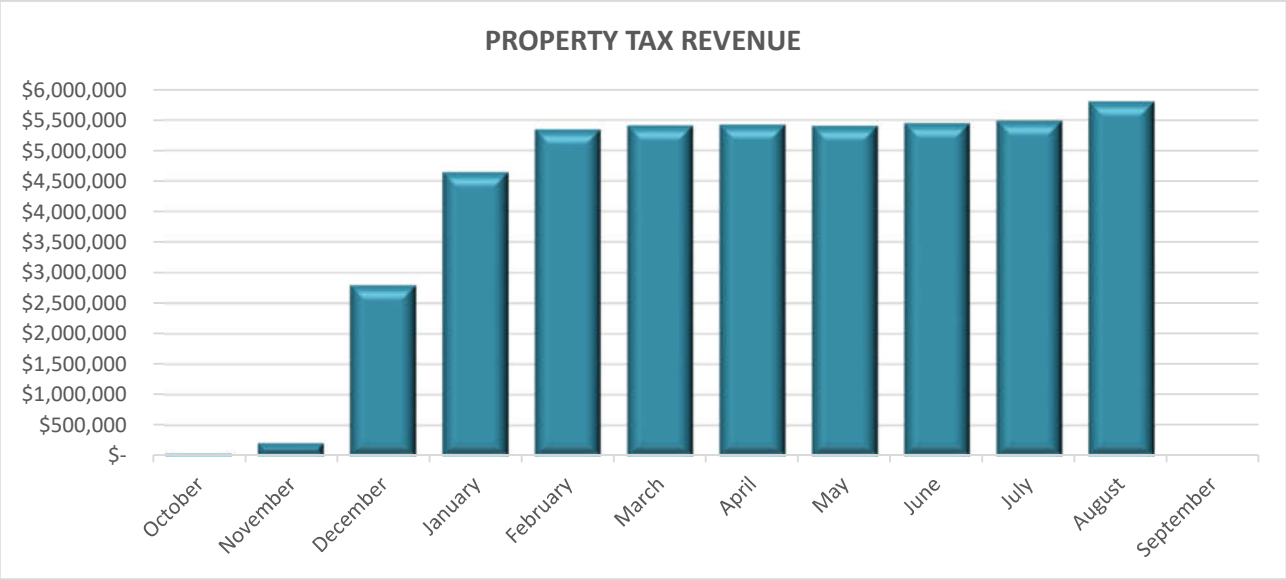
CITY OF SANGER, TEXAS
GENERAL FUND REVENUE & EXPENDITURES
August 31, 2022

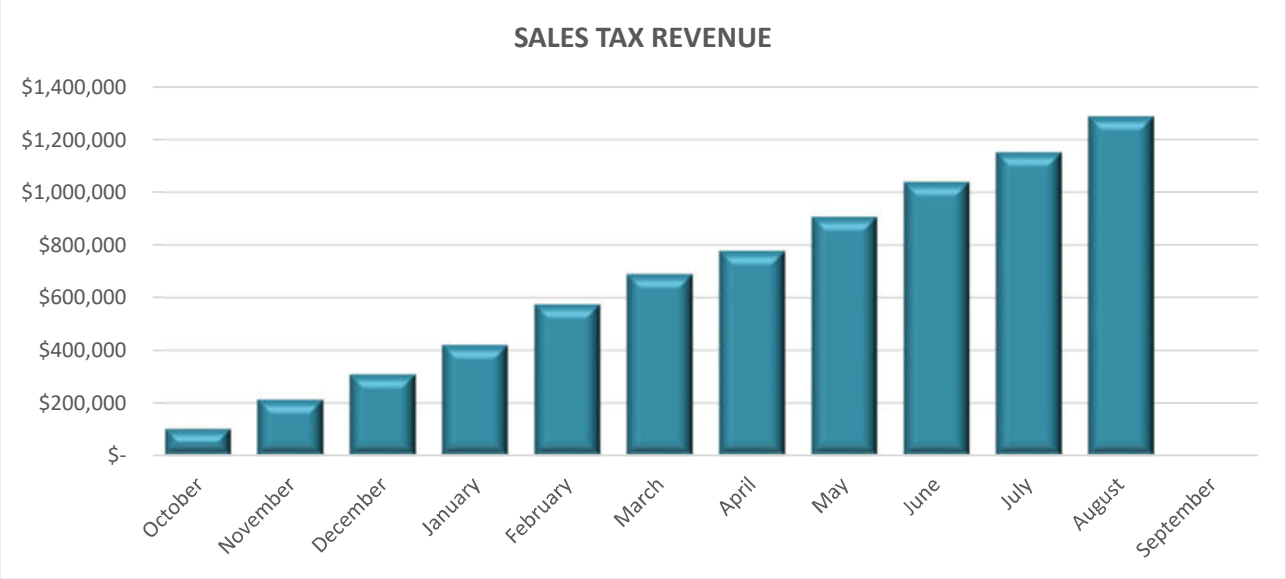
	Annual Budget	Year to Date Actual	Encumbered	% of Budget	Budget Balance
Operating Revenues					
Property Taxes	$ 5,393,999	$ 5,504,449		102.0%	$ (110,450)
Sales & Beverage Taxes	1,207,000	1,300,635		107.8%	(93,635)
Franchise Fees	971,463	938,103		96.6%	33,360
Solid Waste	1,096,000	962,548		87.8%	133,452
Licenses & Permits	424,000	306,486		72.3%	117,514
Fines & Forfeitures	153,300	122,596		80.0%	30,704
Department Revenues	741,625	910,551		122.8%	(168,926)
Interest & Miscellaneous	187,500	258,443		137.8%	(70,943)
COVID-19 Funding	-	-		0.0%	-
Total Operating Revenues	10,174,887	10,303,811	-	101.3%	(128,924)
Operating Expenditures					
Police	2,034,448	1,786,938	(118,114)	82.0%	365,625
Animal Control	202,940	109,017	-	53.7%	93,923
Fire	1,599,164	1,465,403	(207,198)	78.7%	340,959
Municipal Court	239,400	189,403	-	79.1%	49,997
Development Services	687,529	470,093	(25,358)	64.7%	242,794
Streets	616,848	440,324	(17,556)	68.5%	194,080
Parks	680,592	463,040	114,947	84.9%	102,605
Recreation	83,700	40,171	-	48.0%	43,529
Library	377,104	306,735	(493)	81.2%	70,863
Solid Waste	1,005,000	927,227	-	92.3%	77,773
Non-Departmental	-	-	-	0.0%	-
Total Operating Expenditures	7,526,725	6,198,351	(253,772)	79.0%	1,582,148
Revenues Over (Under) Expenditures	2,648,162	4,105,460	253,772		(1,711,072)
Transfers					
Transfer From Enterprise Fund - PILOT	95,000	87,083		91.7%	7,917
Transfer From Debt Service Fund	51,535	47,240		91.7%	4,295
Transfer From Police Donations Fund	5,000	5,000		100.0%	-
Transfer To Capital Projects Fund	(1,318,511)	(1,208,635)		91.7%	(109,876)
Transfer to Storm Recovery	(300,000)	(275,000)		91.7%	(25,000)
Transfer To Internal Service Fund	(1,260,155)	(1,063,012)		84.4%	(197,143)
Total Transfers	(2,727,131)	(2,407,324)		88.3%	(319,807)
Net Change in Fund Balance	**$ (78,969)**	**$ 1,698,136**			**$ (2,030,879)**
Fund Balance, Beginning of Year	10,922,479	7,241,058			-
Fund Balance, End of Year	$ 10,843,510	$ 8,939,194			$ (2,030,879)

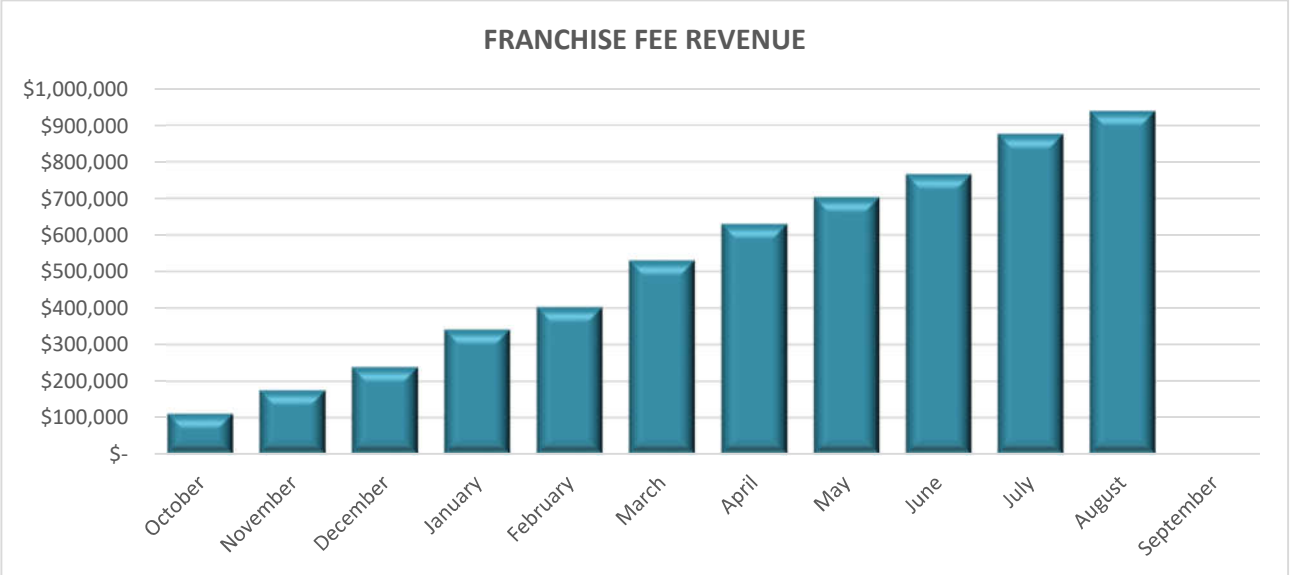




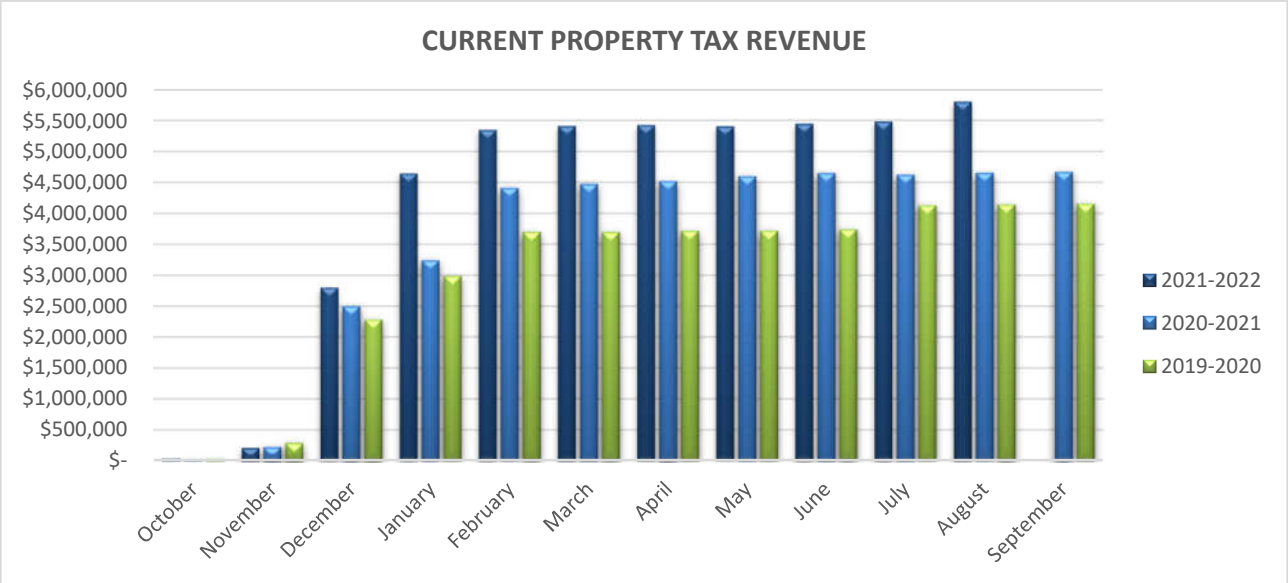
CITY OF SANGER, TEXAS
GENERAL FUND REVENUES
August 31, 2022

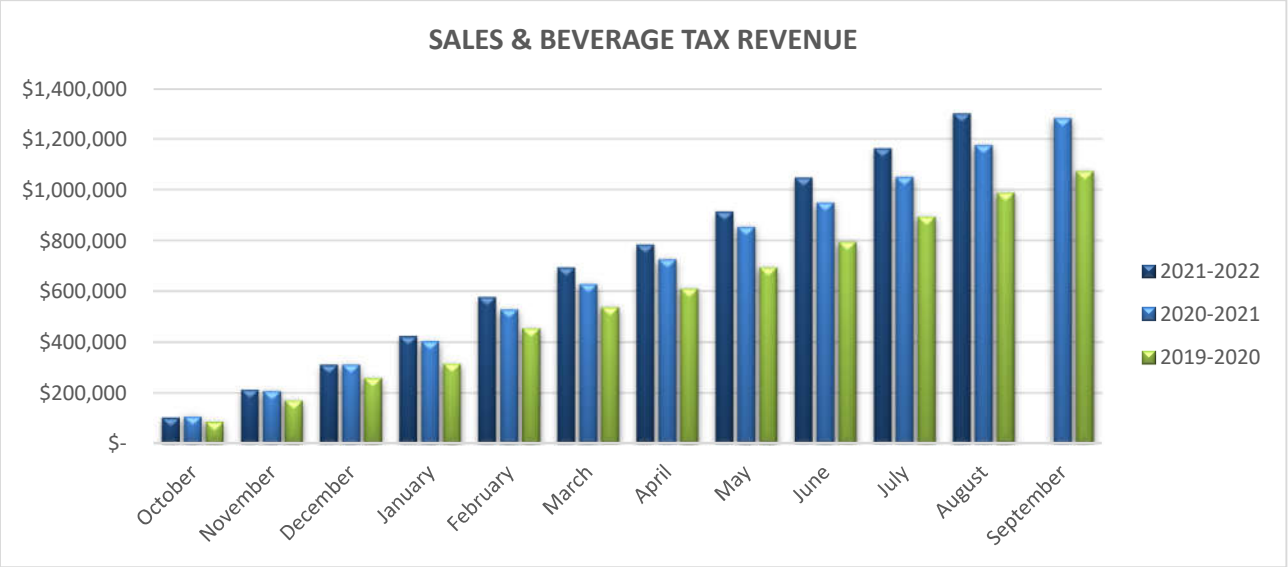


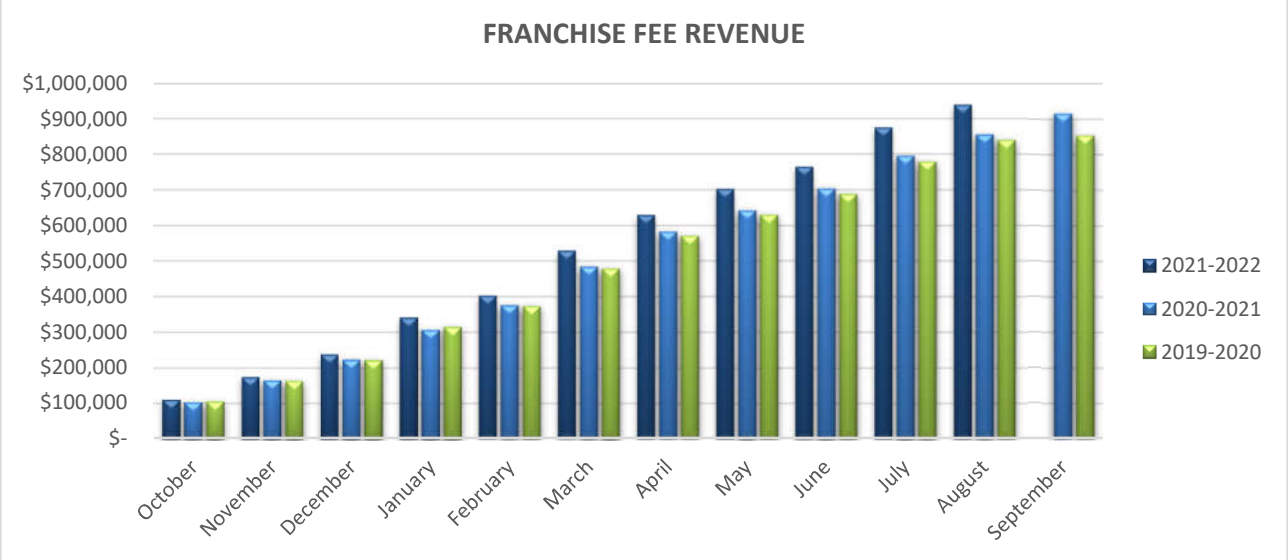




CITY OF SANGER, TEXAS
GENERAL FUND 3-YEAR REVENUE TRENDS
August 31, 2022

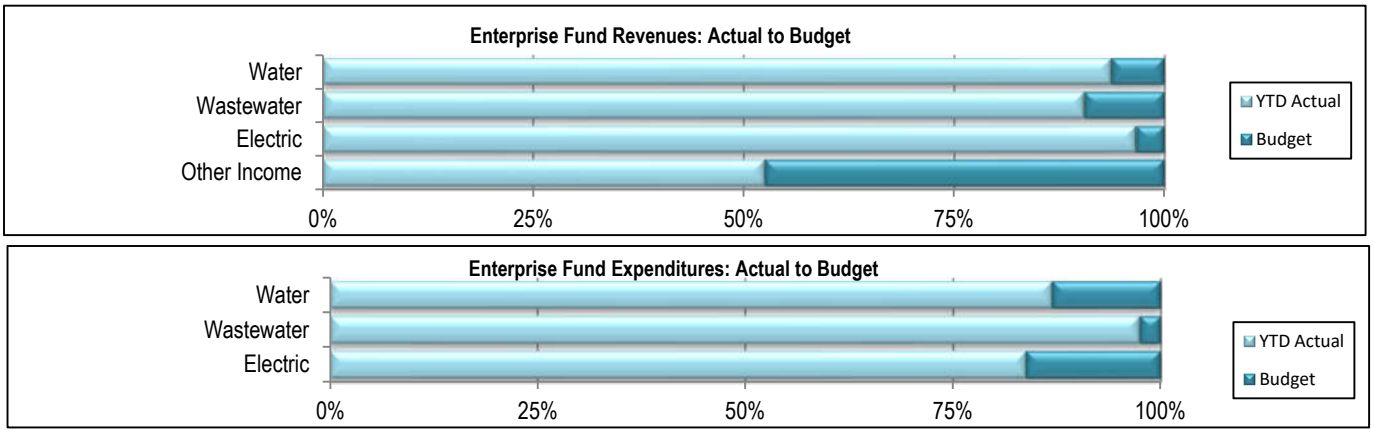




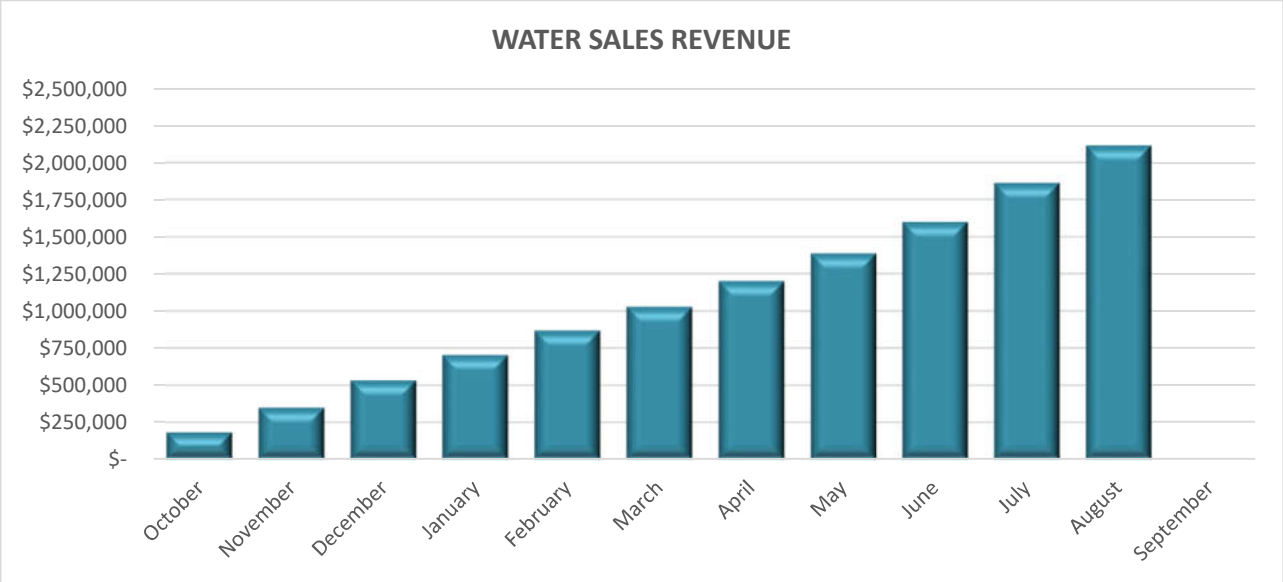


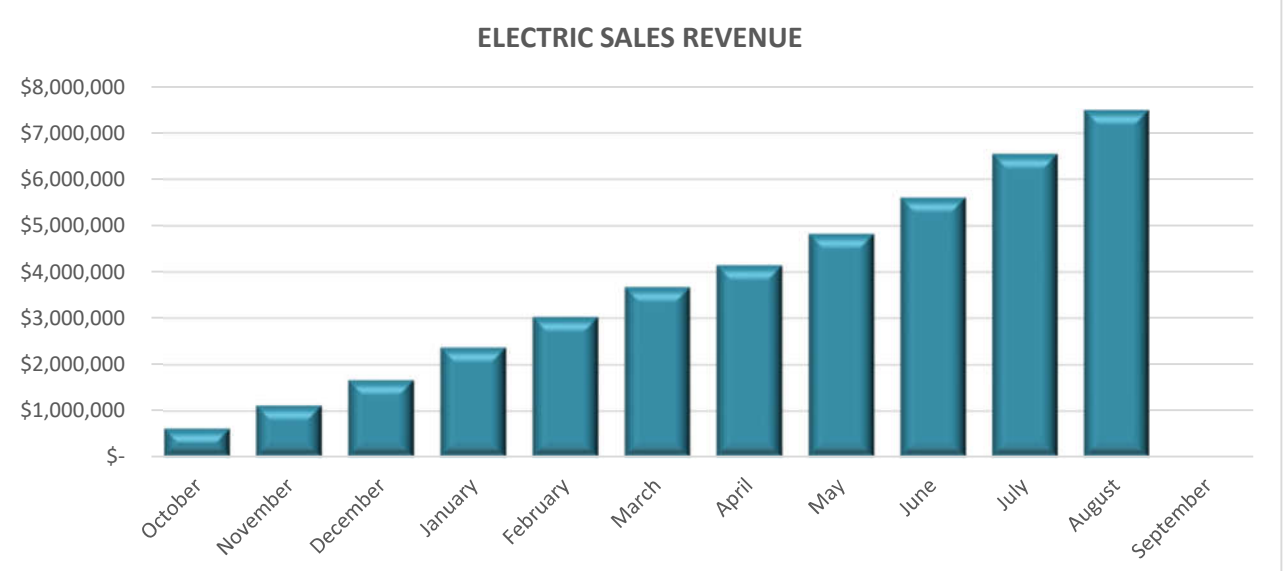
CITY OF SANGER, TEXAS
ENTERPRISE FUND REVENUE & EXPENDITURES
August 31, 2022

	Annual Budget	Year to Date Actual	Emcumbered	% of Budget	Budget Balance
Operating Revenues					
Water	$ 2,256,187	$ 2,113,824		93.7%	$ 142,363
Wastewater	2,596,830	2,350,027		90.5%	246,803
Electric	7,752,500	7,490,352		96.6%	262,148
Penalties & Fees	220,000	169,923		77.2%	50,077
Interest	200,000	56,560		28.3%	143,440
Miscellaneous	101,500	47,656		47.0%	53,844
Total Operating Revenues	13,127,017	12,228,342		93.2%	898,675
Operating Expenditures					
Water	1,530,646	1,334,399	(3,602)	86.9%	199,849
Wastewater	746,329	702,933	24,659	97.5%	18,736
Electric	7,466,482	5,896,532	360,144	83.8%	1,209,806
Total Operating Expenditures	9,743,457	7,933,864	381,201	85.3%	1,428,391
Revenues Over (Under) Expenditures	3,383,560	4,294,478	(381,201)		(529,716)
Transfers					
Transfer to Enterprise Debt Service	(1,900,000)	(1,741,667)		91.7%	(158,333)
Transfer to Enterprise CIP	(78,571)	(72,023)		91.7%	(6,548)
Transfers to Storm Recovery Fund	-	-		0.0%	-
Transfer to General Fund - PILOT	(95,000)	(87,083)		91.7%	(7,917)
Transfers to Internal Service Fund	(1,890,231)	(1,594,518)		84.4%	(295,713)
Total Transfers	(3,963,802)	(3,495,291)		88.2%	(468,511)
Net Change in Fund Balance	**$ (580,242)**	**$ 799,187**			**$ (998,227)**
Fund Balance, Beginning of Year	7,844,707	7,844,707			-
Fund Balance, End of Year	$ 7,264,465	$ 8,643,894			$ (998,227)

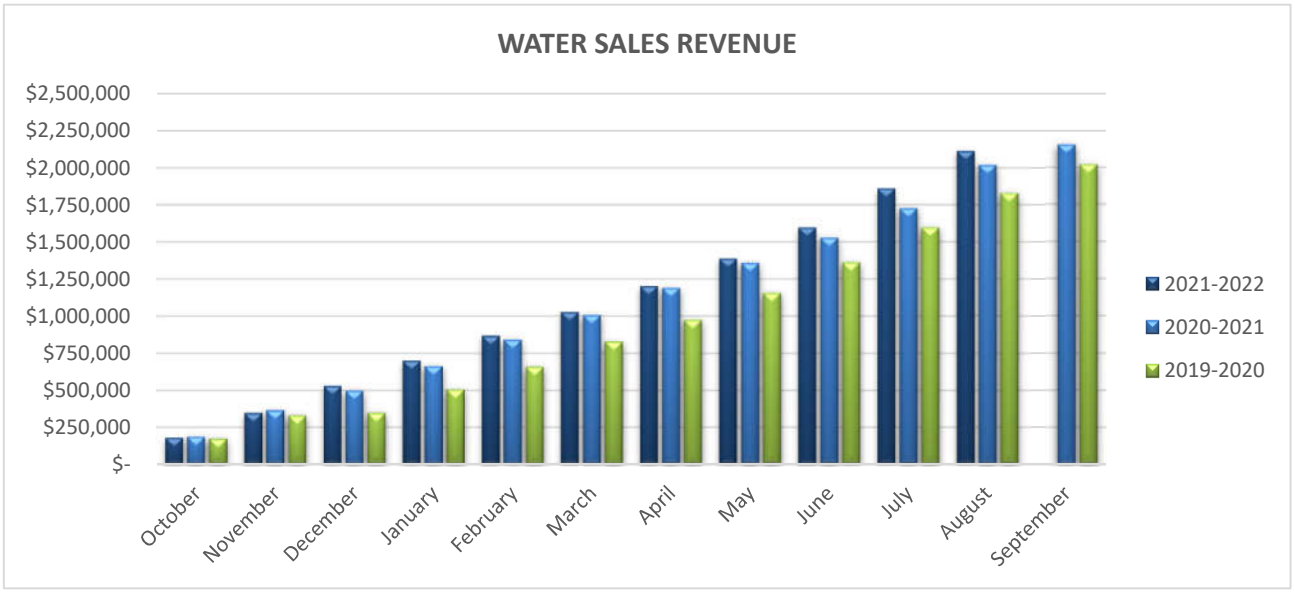


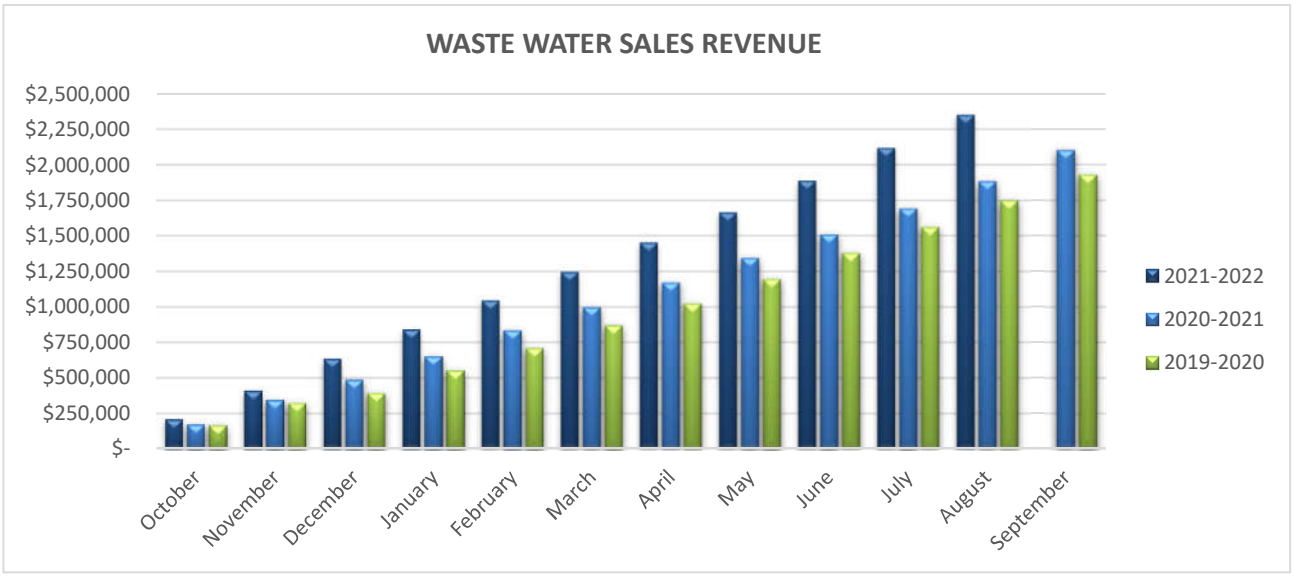
CITY OF SANGER, TEXAS
ENTERPRISE FUND REVENUES
August 31, 2022

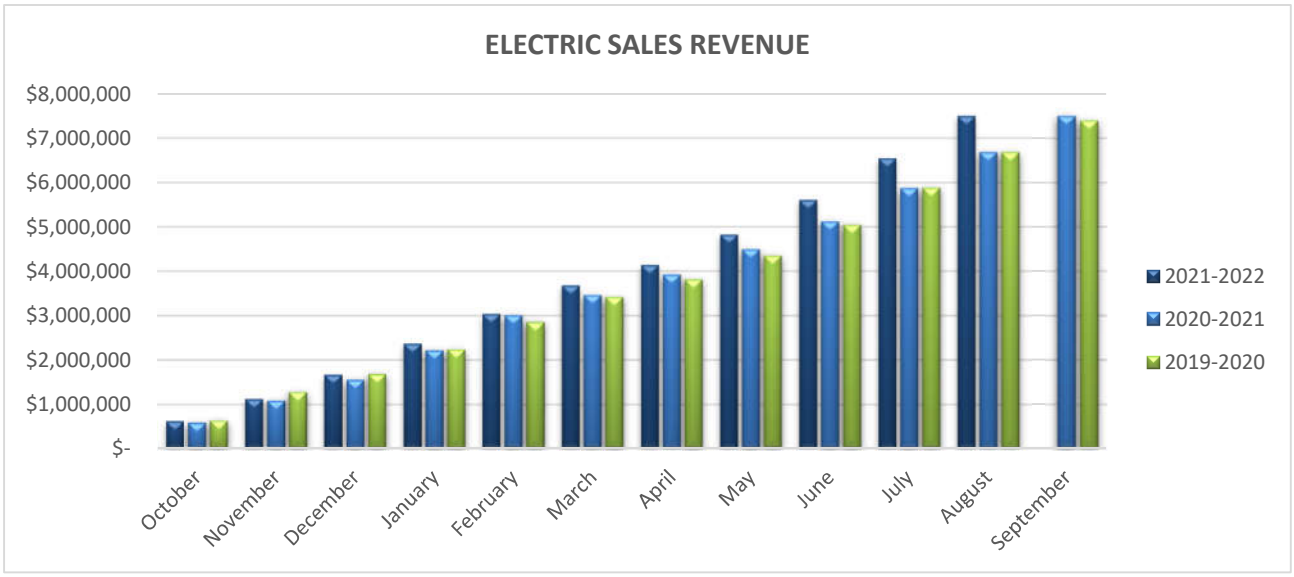




CITY OF SANGER, TEXAS
ENTERPRISE FUND 3-YEAR REVENUE TRENDS
August 31, 2022

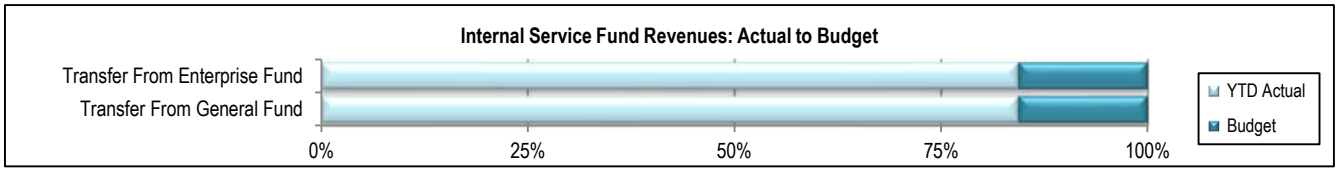


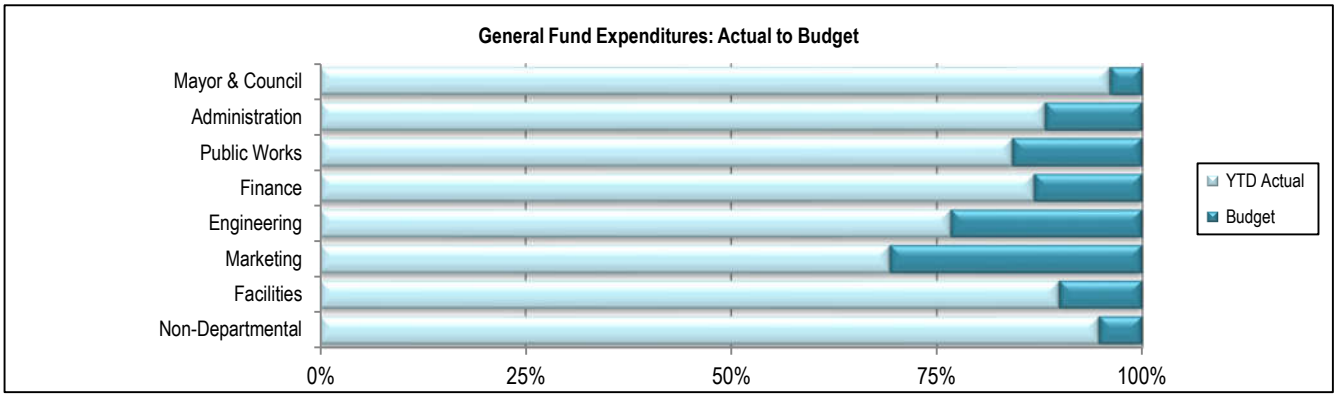




CITY OF SANGER, TEXAS
INTERNAL SERVICE FUND REVENUE & EXPENDITURES
August 31, 2022

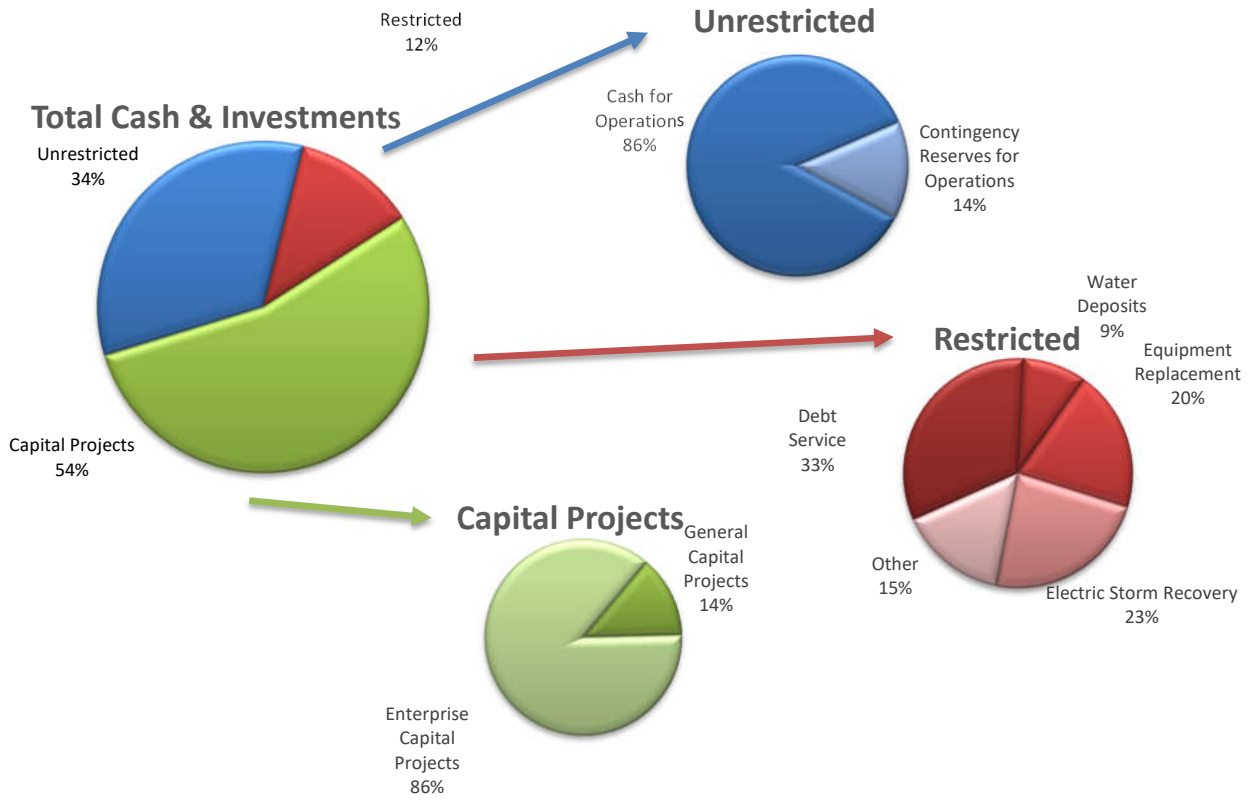
	Annual Budget	Year to Date Actual	Encumbered	% of Budget	Budget Balance
Operating Expenditures					
Mayor & Council	193,800	184,101	2,034	96.0%	7,665
Administration	784,400	691,792	-	88.2%	92,608
Public Works	257,450	208,489	8,344	84.2%	40,617
Finance	634,600	568,398	(17,107)	86.9%	83,310
Engineering	130,048	103,138	(3,382)	76.7%	30,292
Marketing	465,500	283,591	39,167	69.3%	142,741
Fleet Services	3,488	3,488	-	100.0%	-
Facilities	253,900	213,830	14,411	89.9%	25,658
Non-Departmental	427,200	400,702	4,000	94.7%	22,498
Total Operating Expenditures	3,150,386	2,657,529	47,467	85.9%	445,389
Transfers					
Transfer From Enterprise Fund	1,890,231	1,594,518		84.4%	295,713
Transfer From General Fund	1,260,155	1,063,012		84.4%	197,143
Total Transfers	3,150,386	2,657,530		84.4%	492,856
Net Change in Fund Balance	**$ -**	**$ 1**	**$ (47,467)**		**$ 47,467**
Fund Balance, Beginning of Year	(107,059)				-
Fund Balance, End of Year	$ (107,059)				$ 47,467





CITY OF SANGER, TEXAS
CASH AND INVESTMENTS
August 31, 2022

Name	General	Enterprise	Debt Service	Capital Projects	Total
UNRESTRICTED					
Cash for Operations	$ 10,387,184	$ 2,373,637	$ -	$ -	$ 12,760,821
Contingency Reserves for Operations	1,062,810	1,056,546	-	-	2,119,356
TOTAL UNRESTRICTED	**$ 11,449,994**	**$ 3,430,183**	**$ -**	**$ -**	**$ 14,880,177**
RESTRICTED					
Debt Service	$ -	$ 1,475,779	$ 251,517	$ -	$ 1,727,296
Water Deposits	-	475,841	-	-	475,841
Equipment Replacement	921,956	140,013	-	-	1,061,969
Electric Storm Recovery	-	1,233,062	-	-	1,233,062
Hotel Occupancy Tax	1,083,297	-	-	-	1,083,297
Grant Funds	73,096	-	-	-	73,096
Keep Sanger Beautiful (KSB)	5,526	-	-	-	5,526
Library	98,584	-	-	-	98,584
Parkland Dedication	104,428	-	-	-	104,428
Roadway Impact	1,333,180	-	-	-	1,333,180
Court Security	15,601	-	-	-	15,601
Court Technology	56	-	-	-	56
Child Safety Fee	64,445	-	-	-	64,445
Forfeited Property	10,272	-	-	-	10,272
Donations	20,379	-	-	-	20,379
TOTAL RESTRICTED	**$ 3,730,820**	**$ 3,324,695**	**$ 251,517**	**$ -**	**$ 7,307,032**
CAPITAL PROJECTS					
General Capital Projects	$ -	$ -	$ -	$ 3,247,035	$ 3,247,035
Enterprise Capital Projects	-	-	-	20,803,689	20,803,689
TOTAL CAPITAL PROJECTS	**$ -**	**$ -**	**$ -**	**$ 24,050,724**	**$ 24,050,724**
TOTAL CASH AND INVESTMENTS	**$ 15,180,814**	**$ 6,754,878**	**$ 251,517**	**$ 24,050,724**	**$ 46,237,933**



GENERAL FUND
CASH AND INVESTMENTS
August 31, 2022

	Name	Acct. #	Maturity	Yield	Prior Period	Current Balance
	Pooled Cash	001-00-1000		0.05%	$ 10,553,165	$ 10,134,358
	Employee Benefits Cash	110-00-1000		0.20%	768	1,450
	Employee Benefits MM	110-00-1010		0.20%	121,038	122,002
	Internal Service Fund	180-00-1000		0.05%	(164,545)	129,374
	OPERATING ACCOUNTS				**$ 10,510,426**	**$ 10,387,184**
	GF Contingency Reserve MM 2487969	001-00-1031		0.20%	$ 629,786	$ 630,695
	GF Contingency Reserve CD Prosperity	001-00-1039	4/26/2023	0.55%	217,508	217,508
	GF Contingency Reserve CD 674907	001-00-1043	7/13/2023	0.45%	214,579	214,607
	CONTINGENCY RESERVE				**$ 1,061,873**	**$ 1,062,810**
*	GF Equipment Replacement MM 2376237	001-00-1032		0.20%	$ 181,776	$ 182,464
*	GF Equipment Replacement CD 719706	001-00-1033	7/6/2023	0.45%	$ 64,484	$ 64,492
*	General Storm Recovery Pooled Cash	201-00-1000		0.05%	650,000	675,000
	EQUIPMENT REPLACEMENT RESERVES				**$ 896,260**	**$ 921,956**
*	A R P Funds Cash	001-00-1034			$ 1,083,021	$ 1,083,297
*	Hotel Occupancy Tax	050-00-1000			$ 125,897	$ 132,959
*	Police Grant Fund	320-00-1000			4,780	4,780
*	Fire Grant Fund	324-00-1000			68,302	68,302
*	Library Grant Fund	342-00-1000			14	14
*	Beautification Board - KSB	432-00-1000			5,526	5,526
*	Library Restricted for Building Expansion	442-00-1000			46,204	46,204
*	Library Building Expansion CD 702994	442-00-1035	1/22/2023	0.45%	52,374	52,380
*	Parkland Dedication Fund	450-00-1000			104,428	104,428
*	Roadway Impact Fee Fund	451-00-1000			1,333,180	1,333,180
*	Court Security Restricted Fund	470-00-1000			15,904	15,601
*	Court Technology Restricted Fund	471-00-1000			(445)	56
*	Child Safety Fee Fund	475-00-1000			64,445	64,445
*	Forfeited Property Fund	480-00-1000			10,272	10,272
*	Police Donations	620-00-1000			78	78
*	Fire Donations	624-00-1000			7,038	7,038
*	Banner Account for Parks	632-00-1000			6,311	6,311
*	Library Donations	642-00-1000			6,952	6,952
*	**OTHER**				**$ 2,934,281**	**$ 2,941,823**
*						
	TOTAL CASH AND INVESTMENTS				**$ 15,402,840**	**$ 15,313,773**
	TOTAL UNRESTRICTED				**$ 11,572,299**	**$ 11,449,994**

**Restricted Funds*

ENTERPRISE FUND
CASH AND INVESTMENTS
August 31, 2022

	Name	Acct. #	Maturity	Yield	Prior Period	Current Balance
	Pooled Cash	008-00-1010		0.05%	$ 2,048,398	$ 2,373,637
	OPERATING ACCOUNTS				**$ 2,048,398**	**$ 2,373,637**
*	Pooled Cash	008-00-1010		0.05%	$ 163,200	$ 175,841
*	Water Deposit CD 2375850	008-00-1041	1/3/2023	0.45%	300,000	300,000
	WATER DEPOSIT REFUND ACCOUNT				**$ 463,200**	**$ 475,841**
*	Combined EF Debt Service MM 2376113	008-00-1039		0.20%	647,470	490,079
	BOND FUNDS				**$ 647,470**	**$ 490,079**
	EF Contingency Reserve MM 2809753	008-00-1012		0.20%	$ 628,229	$ 629,136
	EF Contingency Reserve CD 787860	008-00-1014	2/14/2023	0.45%	319,861	319,902
	EF Reserve CD 642541	008-00-1040	9/25/2022	0.45%	107,494	107,508
	CONTINGENCY RESERVES				**$ 1,055,584**	**$ 1,056,546**
*	EF Storm Recovery MM	208-00-1033		0.20%	$ 1,231,285	$ 1,233,062
*	EF Equipment Replacement MM 2376202	008-00-1034		0.20%	139,455	140,013
	OTHER				**$ 1,370,740**	**$ 1,373,075**
	TOTAL CASH AND INVESTMENTS				**$ 5,585,392**	**$ 5,769,178**
	TOTAL UNRESTRICTED				**$ 3,103,982**	**$ 3,430,183**

**Restricted Funds*

DEBT SERVICE & CAPITAL PROJECTS
CASH AND INVESTMENTS
August 31, 2022

General

	Name	Acct. #	Maturity	Yield	Prior Period	Current Balance
*	Pooled Cash	003-00-1000		0.05%	$ 193,935	$ 190,978
*	DSF Money Market 2376105	003-00-1010		0.20%	60,452	60,539
	TOTAL RESTRICTED				**$ 254,387**	**$ 251,517**

ENTERPRISE DEBT SERVICE FUND

	Name	Acct. #	Maturity	Yield	Prior Period	Current Balance
*	Pooled Cash	009-00-1000		0.05%	$ 826,034	$ 985,700
	TOTAL RESTRICTED				**$ 826,034**	**$ 985,700**

GENERAL CAPITAL PROJECTS FUND

	Name	Acct. #	Maturity	Yield	Prior Period	Current Balance
*	Pooled Cash	004-00-1000		0.05%	$ 3,138,595	$ 3,247,035
	TOTAL RESTRICTED				**$ 3,138,595**	**$ 3,247,035**

ENTERPRISE CAPITAL PROJECTS FUND

	Name	Acct. #	Maturity	Yield	Prior Period	Current Balance
*	Sewer Capital Improvements MM-10% Rev	840-00-1020		0.20%	$ 1,608,370	$ 1,617,239
*	Sewer Capital Reserve MM 2380226 Tap Fees	840-00-1038		0.20%	2,537,759	2,619,421
*	**SEWER CAPITAL RESERVE - TAP FEES**				**$ 4,146,129**	**$ 4,236,660**
*	Water Capital Reserve MM 2376156 Tap Fees	840-00-1037		0.20%	$ 2,012,078	$ 2,073,482
*	2021 CO MM	840-00-1039		0.20%	$ 14,693,415	$ 13,488,448
*	Pooled Cash	840-00-1000		0.05%	283,193	1,005,099
	TOTAL RESTRICTED				**$ 21,134,815**	**$ 20,803,689**

**Restricted Funds*

4A & 4B FUNDS
CASH AND INVESTMENTS
August 31, 2022

General

Name	Acct. #	Maturity	Yield	Prior Period	Current Balance
* Pooled Cash	41-00-1000		0.05%	$ 1,698,373	$ 1,761,148
* Cash NOW 900020693 Prosperity	41-00-1010		0.05%	332,039	332,053
* 4A MM 902551273 Prosperity	41-00-1012		0.20%	480,243	480,396
* Sanger TX Ind Corp CD 486639	41-00-1013	11/2/2022	0.25%	95,835	95,843
TOTAL CASH AND INVESTMENTS				**$ 2,606,490**	**$ 2,669,440**

4B FUND

Name	Acct. #	Maturity	Yield	Prior Period	Current Balance
* Pooled Cash	42-00-1000		0.05%	$ 1,942,289	$ 1,996,699
* Cash MM 2379694	42-00-1010		0.05%	200,548	200,838
* 4B CD 653500	42-00-1013	4/3/2023	0.45%	22,155	22,158
* 4B CD 659924	42-00-1014	11/12/2022	0.45%	21,911	21,913
* 4B CD 664243	42-00-1015	6/5/2023	0.45%	22,007	22,009
* 4B CD 673277	42-00-1016	7/9/2023	0.45%	21,960	21,963
* 4B CD 686115	42-00-1017	8/4/2023	0.45%	21,979	21,982
* 4B CD 689521	42-00-1018	9/11/2022	0.45%	21,899	21,902
* 4B CD 694371	42-00-1019	11/14/2022	0.45%	21,984	21,987
* 4B CD 697230	42-00-1020	11/17/2022	0.45%	22,110	22,113
* 4B CD 699934	42-00-1021	12/18/2022	0.45%	22,033	22,036
* 4B CD 702285	42-00-1022	1/31/2023	0.45%	21,844	21,847
* 4B CD 706078	42-00-1023	2/19/2023	0.45%	21,755	21,757
* 4B CD 720097	42-00-1024	2/9/2023	0.45%	21,436	21,439
* 4B CD 720119	42-00-1025	11/9/2022	0.45%	21,472	21,474
TOTAL CASH AND INVESTMENTS				**$ 2,427,382**	**$ 2,482,117**

**Restricted Funds*

CITY OF SANGER, TEXAS
INVESTMENT REPORT
August 31, 2022

The Monthly Investment Report is in full compliance with the objectives, restrictions, and strategies as set forth in the City of Sanger's Investment Policy and Texas Government Code 2256.023, the Public Funds Investment Act (PFIA).

The City only invests in Money Market accounts and Certificates of Deposit. Interest is paid monthly on all accounts. Therefore, book value and market value are the same and the City does not have accrued interest on its investments.

Ethics Disclosure and Conflicts of Interest

In accordance with the PFIA, investment officers are required to file a disclosure statement with the Texas Ethics Commission and the governing body if:

a. the officer has a business relationship with a business organization offering to engage in an investment transaction with the City (as defined in 2256.005 (i) (1-3); or
b. the officer is related within the second degree by affinity or consanguinity, as determined under Chapter 573 of the Texas Government Code, to an individual seeking to transact investment business with the entity. PFIA 2256.005 (i).

Clayton Gray
Clayton Gray
Finance Director

John Noblitt
John Noblitt
City Manager

SANGER

CAPITAL PROJECTS RECAP
September 21, 2022

CURRENT PROJECTS

PROJECT			ENGINEERING					CONSTRUCTION					OTHER		TOTALS		
Project Number	Project Description	% Complete	Contract	Change Orders	Preliminary Estimate	Total Budget	Actual to Date	Contract	Change Orders	Preliminary Estimate	Total Budget	Actual to Date	Budget	Actual to Date	Budget	Actual to Date	%
C005	Technology Upgrade Program	5%	$ -	$ -	$ -	$ -	$ -	$ -			$ -	$ -	$ 500,000	$ 187,013	$ 500,000	$ 187,013	37.4%
E012	455 Relocation of Utilities-Water & Sewer	TBD	$ 230,707	$ 644,846	$ -	$ 875,553	$ 747,056	$ 4,546,550	$ 66,788	$ -	$ 4,613,338	$ 4,444,448	$ -	$ 694	$ 5,488,891	$ 5,192,198	94.6%
E013	455 Relocation of Utilities-Electric	TBD	$ -	$ -	$ -	$ -	$ 48,430	$ 1,410,274	$ -	$ -	$ 1,410,274	$ 1,271,662	$ -	$ 1,083	$ 1,410,274	$ 1,321,175	93.7%
Total Projects Under Contract			**$ 230,707**	**$ 644,846**	**$ -**	**$ 875,553**	**$ 795,486**	**$ 5,956,824**	**$ 66,788**	**$ -**	**$ 6,023,612**	**$ 5,716,110**	**$ 500,000**	**$ 188,790**	**$ 7,399,165**	**$ 6,700,386**	90.6%

UPCOMING PROJECTS

PROJECT			ENGINEERING					CONSTRUCTION					OTHER		TOTALS		
Project Number	Project Description	% Complete	Contract	Change Orders	Preliminary Estimate	Total Budget	Actual to Date	Contract	Change Orders	Preliminary Estimate	Total Budget	Actual to Date	Budget	Actual to Date	Budget	Actual to Date	%
E006	Railroad Lift Station	TBD	$ 312,266	$ 589,300	$ -	$ 901,566	$ 771,375	TBD	$ -	$ 4,498,500	$ 4,498,500	$ -	$ 58,011	$ 2,747	$ 5,458,077	$ 774,122	14.2%
E009	Outfall Pipelines/Stream Restoration	TBD	$ 342,300	$ -	$ -	$ 342,300	$ 314,140	TBD	$ -	$ 3,908,000	$ 3,908,000	$ 1,668	$ 210,993	$ 210,993	$ 4,461,293	$ 526,801	11.8%
E015	WWTP Bar Screen	TBD	$ -	$ -	$ -	$ -	$ -	TBD	$ -	$ 215,000	$ 215,000	$ -	$ -	$ -	$ 215,000	$ -	0.0%
E016	I-35 Relocation of Utilities-Water & Sewer	TBD	$ 499,600	$ -	$ -	$ 499,600	$ 160,156	TBD	$ -	$ -	$ -	$ -	$ -	$ -	$ 499,600	$ 160,156	32.1%
Total Extimted Projects			**$ 1,154,166**	**$ 589,300**	**$ -**	**$ 1,743,466**	**$ 1,245,671**	**$ -**	**$ -**	**$ 8,621,500**	**$ 8,621,500**	**$ 1,668**	**$ 269,004**	**$ 213,740**	**$ 10,633,970**	**$ 1,461,079**	13.7%

ALL PROJECTS

PROJECT			ENGINEERING					CONSTRUCTION					OTHER		TOTALS		
Project Number	Project Description	% Complete	Contract	Change Orders		Total Budget	Actual to Date	Contract	Change Orders	Preliminary Estimate	Total Budget	Actual to Date	Budget	Actual to Date	Budget	Actual to Date	%
Grand Totals			**$ 1,384,873**	**$ 1,234,146**	**$ -**	**$ 2,619,019**	**$ 2,041,157**	**$ 5,956,824**	**$ 66,788**	**$ 8,621,500**	**$ 14,645,112**	**$ 5,717,778**	**$ 769,004**	**$ 402,530**	**$ 18,033,135**	**$ 8,161,465**	45.3%

MONTHLY FINANCIAL REPORT
September 30, 2022

This is the financial report for the period ended September 30, 2022. Revenues and expenditures reflect activity from October 1, 2021 through September 30, 2022 or one hundred percent (100.0%) of the fiscal year.

GENERAL FUND

- The General Fund has collected 129.6% of projected operating revenues. All revenue categories are performing within projections.
- Year to date General Fund operating expenditures/encumbrances are 86.7% of the annual budget.

ENTERPRISE FUND

- The Enterprise Fund has collected 102.2% of projected operating revenues. A change in the allocation of interest income among funds has resulted in interest revenues below original projections. All revenue categories are performing within projections.
- Year to date Enterprise Fund operating expenditures/encumbrances are 93.8% of the annual budget. All expenditure categories are within projections.

INTERNAL SERVICE FUND

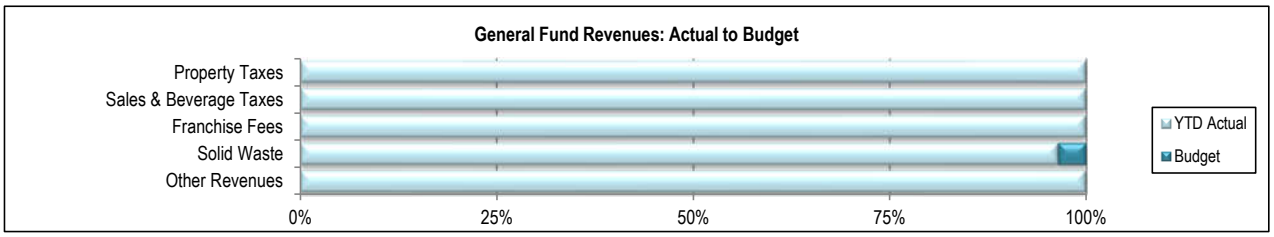
- The Internal Service Fund has collected 91.4% of projected transfers from the General and Enterprise Funds.
- Year to date Internal Service Fund operating expenditures/encumbrances are 91.7% of the annual budget.

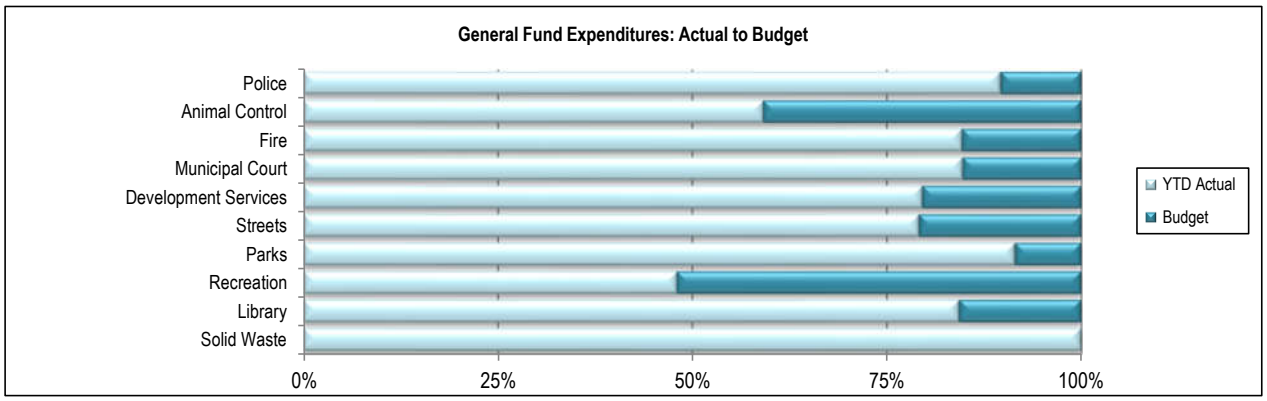
Combined General, Enterprise, and Internal Service Fund Expenditures by Classification

Expenditure Category	Annual Budget	Expenditures & Encumbrances	Percent of Budget
Salaries & Benefits	$ 7,521,501	$ 6,655,537	88%
Supplies & Materials	998,680	745,152	75%
Maintenance & Operations	7,951,205	7,940,598	100%
Contract Services	2,853,306	2,396,783	84%
Utilities	515,325	470,958	91%
Capital Expenses	407,216	247,834	61%
Debt Service	55,535	51,938	94%
Other Department Expense	117,800	51,543	44%
Transfers	6,842,468	6,572,244	96%
Total	$ 27,263,036	$ 25,132,587	92%

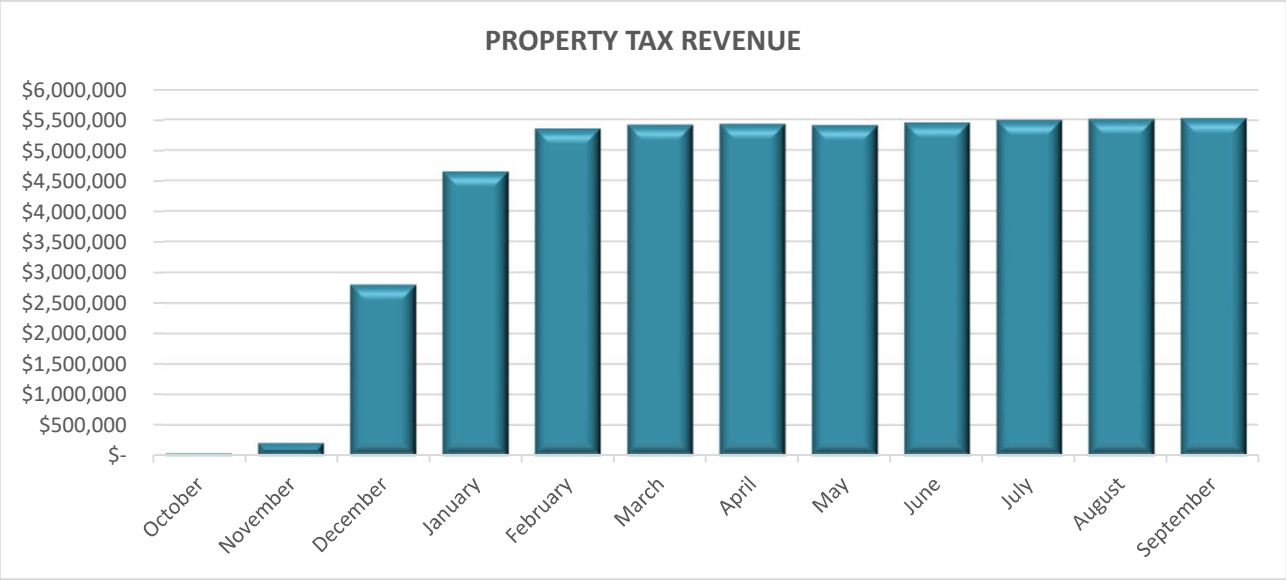
CITY OF SANGER, TEXAS
GENERAL FUND REVENUE & EXPENDITURES
September 30, 2022

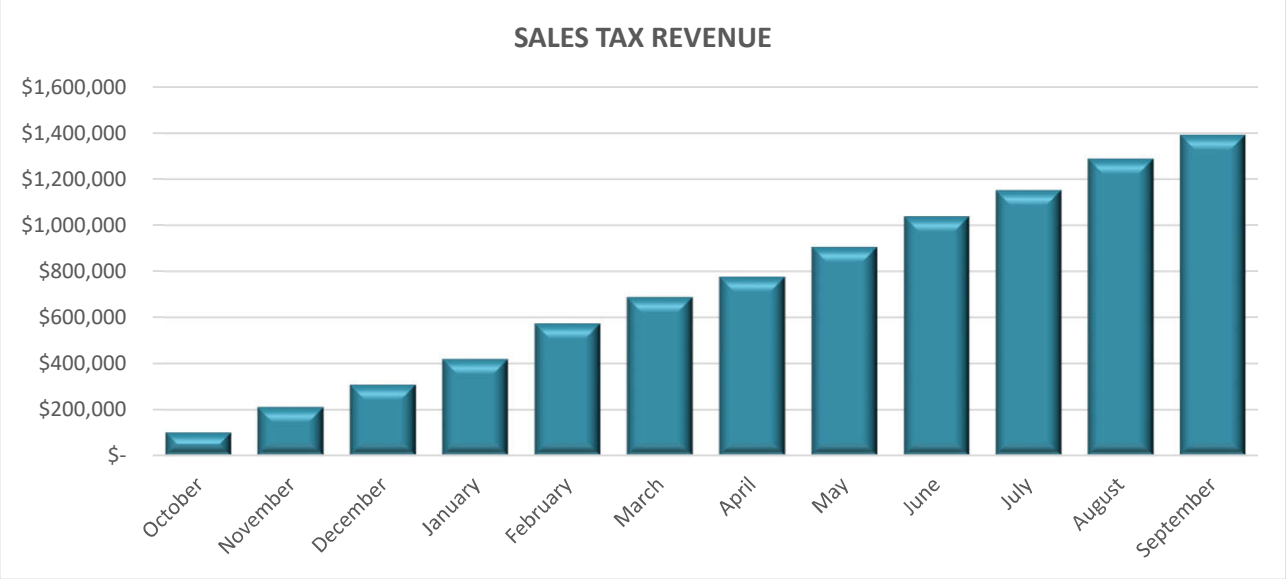
	Annual Budget	Year to Date Actual	Encumbered	% of Budget	Budget Balance
Operating Revenues					
Property Taxes	$ 5,393,999	$ 5,518,833		102.3%	$ (124,834)
Sales & Beverage Taxes	1,207,000	1,405,885		116.5%	(198,885)
Franchise Fees	971,463	999,134		102.8%	(27,671)
Solid Waste	1,096,000	1,057,237		96.5%	38,763
Licenses & Permits	424,000	342,704		80.8%	81,296
Fines & Forfeitures	153,300	132,315		86.3%	20,985
Department Revenues	741,625	939,794		126.7%	(198,169)
Interest & Miscellaneous	187,500	1,361,190		726.0%	(1,173,690)
COVID-19 Funding	-	-		0.0%	-
Total Operating Revenues	10,174,887	11,757,092	-	115.6%	(1,582,205)
Operating Expenditures					
Police	2,034,448	1,941,306	(118,114)	89.6%	211,257
Animal Control	202,940	119,943	-	59.1%	82,997
Fire	1,599,164	1,560,250	(206,751)	84.6%	245,666
Municipal Court	239,400	201,632	1,178	84.7%	36,590
Development Services	687,529	501,469	45,349	79.5%	140,710
Streets	616,848	484,717	3,189	79.1%	128,942
Parks	680,592	515,090	107,419	91.5%	58,084
Recreation	83,700	40,171	-	48.0%	43,529
Library	377,104	316,546	1,224	84.3%	59,334
Solid Waste	1,005,000	1,014,184	-	100.9%	(9,184)
Non-Departmental	-	-	-	0.0%	-
Total Operating Expenditures	7,526,725	6,695,308	(166,506)	86.7%	997,925
Revenues Over (Under) Expenditures	2,648,162	5,061,784	166,506		(2,580,130)
Transfers					
Transfer From Enterprise Fund - PILOT	95,000	95,000		100.0%	-
Transfer From Debt Service Fund	51,535	51,535		100.0%	-
Transfer From Police Donations Fund	5,000	5,000		100.0%	-
Transfer To Capital Projects Fund	(1,318,511)	(1,318,511)		100.0%	-
Transfer to Storm Recovery	(300,000)	(300,000)		100.0%	-
Transfer To Internal Service Fund	(1,260,155)	(1,152,065)		91.4%	(108,090)
Total Transfers	(2,727,131)	(2,619,041)		96.0%	(108,090)
Net Change in Fund Balance	**$ (78,969)**	**$ 2,442,743**			**$ (2,688,220)**
Fund Balance, Beginning of Year	10,922,479	7,241,058			-
Fund Balance, End of Year	$ 10,843,510	$ 9,683,801			$ (2,688,220)

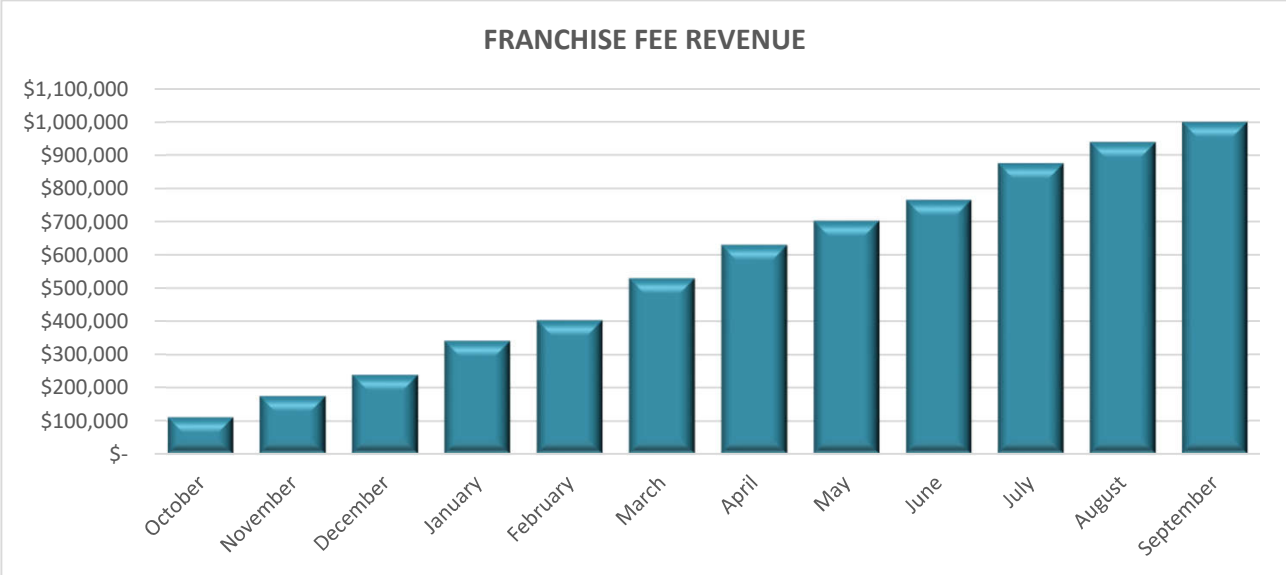




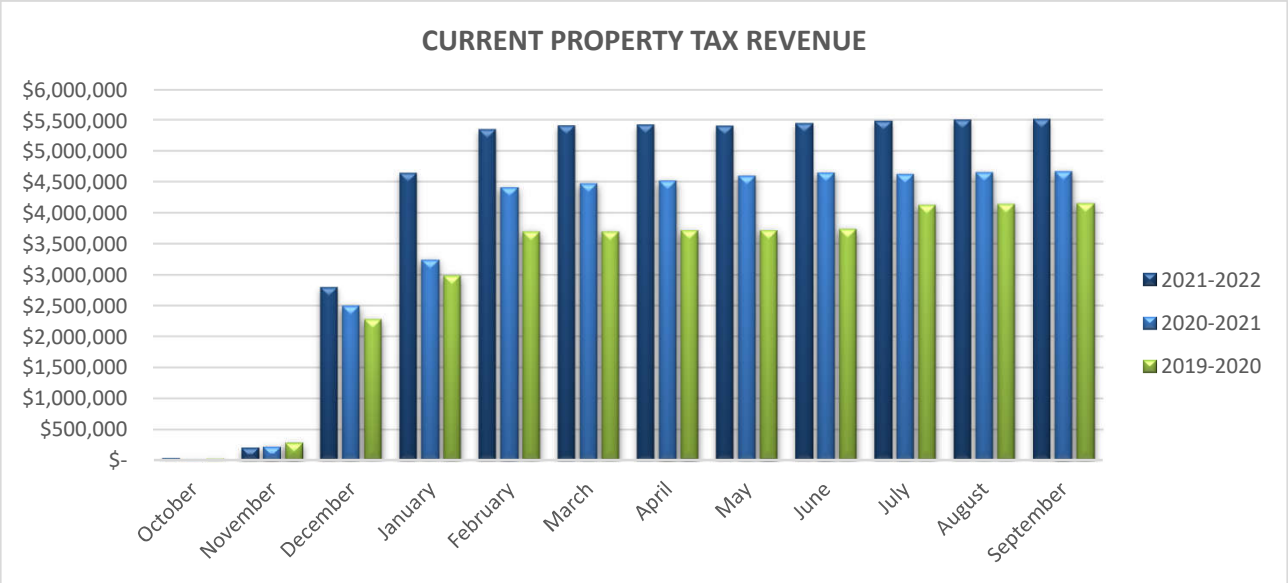
CITY OF SANGER, TEXAS
GENERAL FUND REVENUES
September 30, 2022

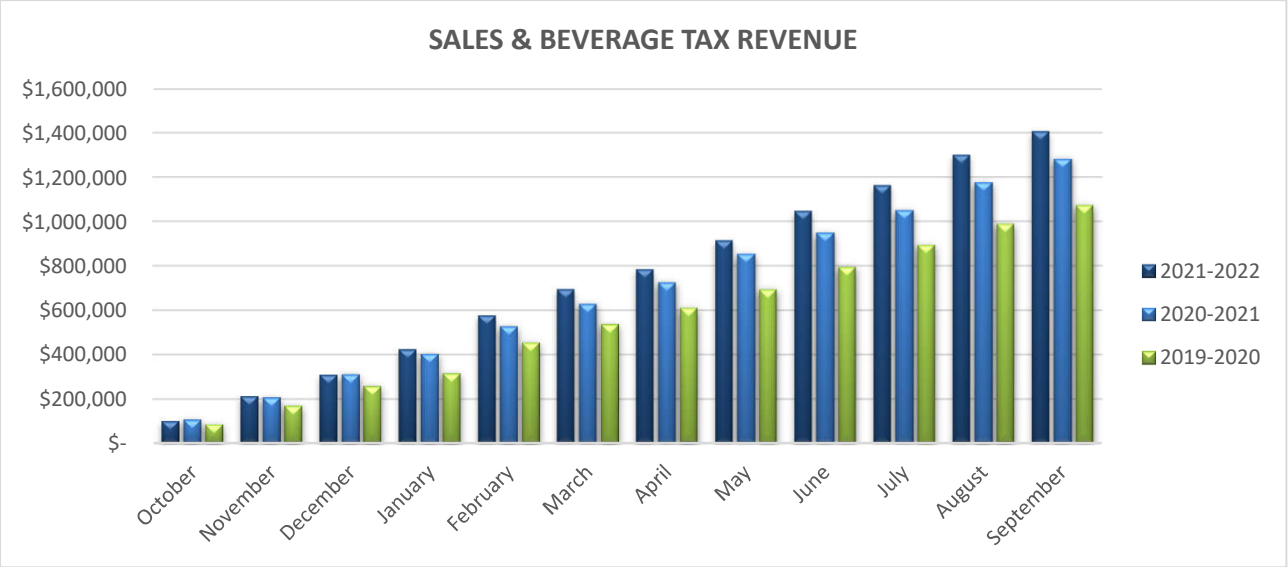


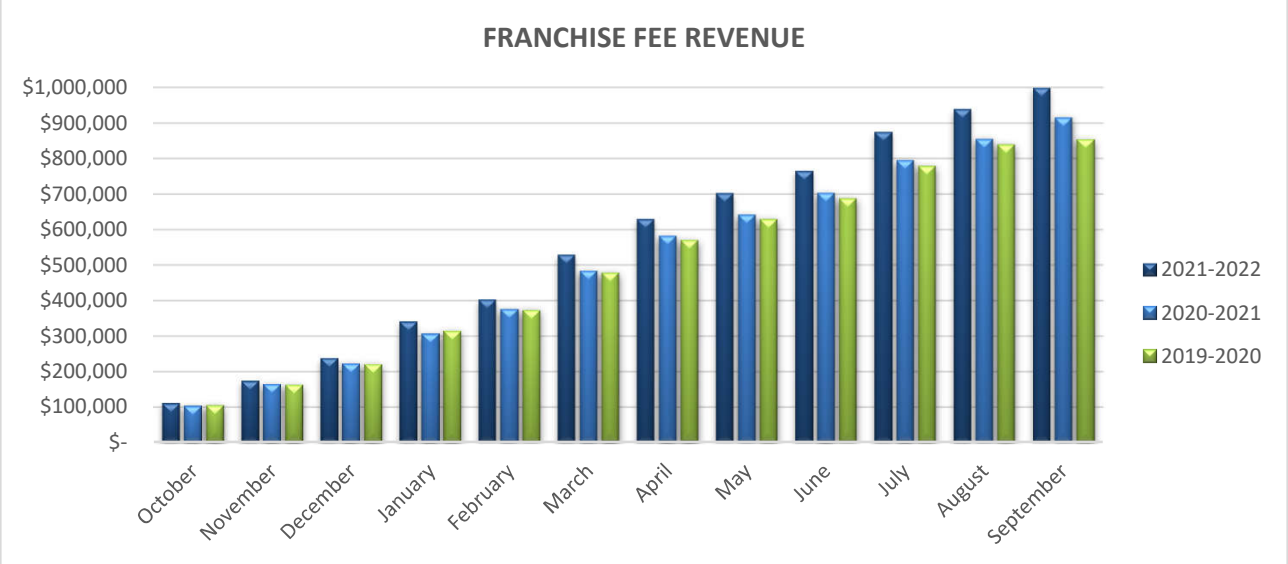




CITY OF SANGER, TEXAS
GENERAL FUND 3-YEAR REVENUE TRENDS
September 30, 2022

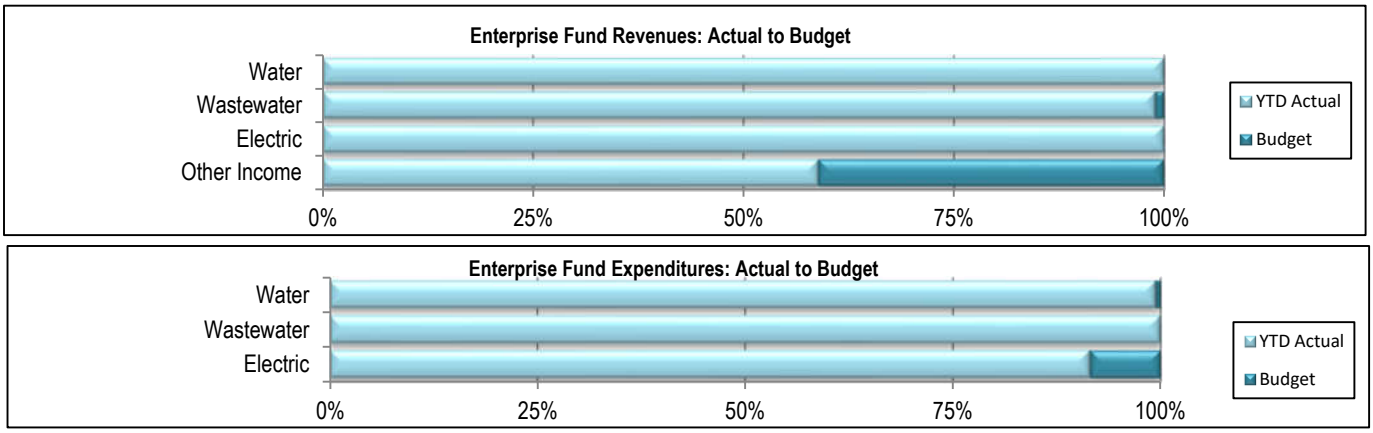




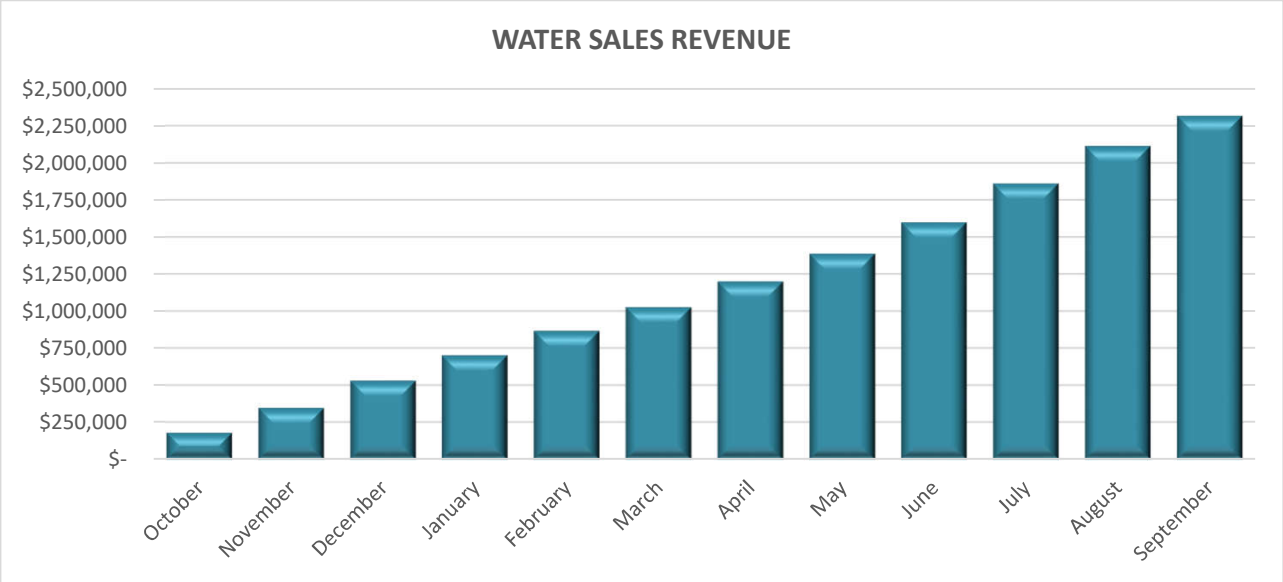


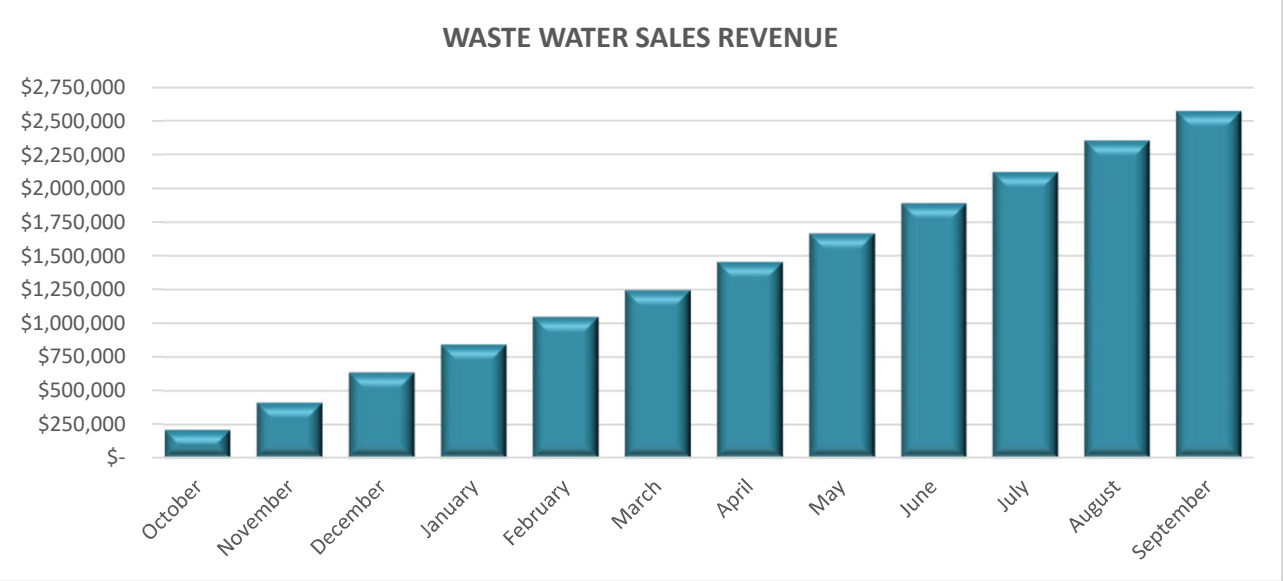
CITY OF SANGER, TEXAS
ENTERPRISE FUND REVENUE & EXPENDITURES
September 30, 2022

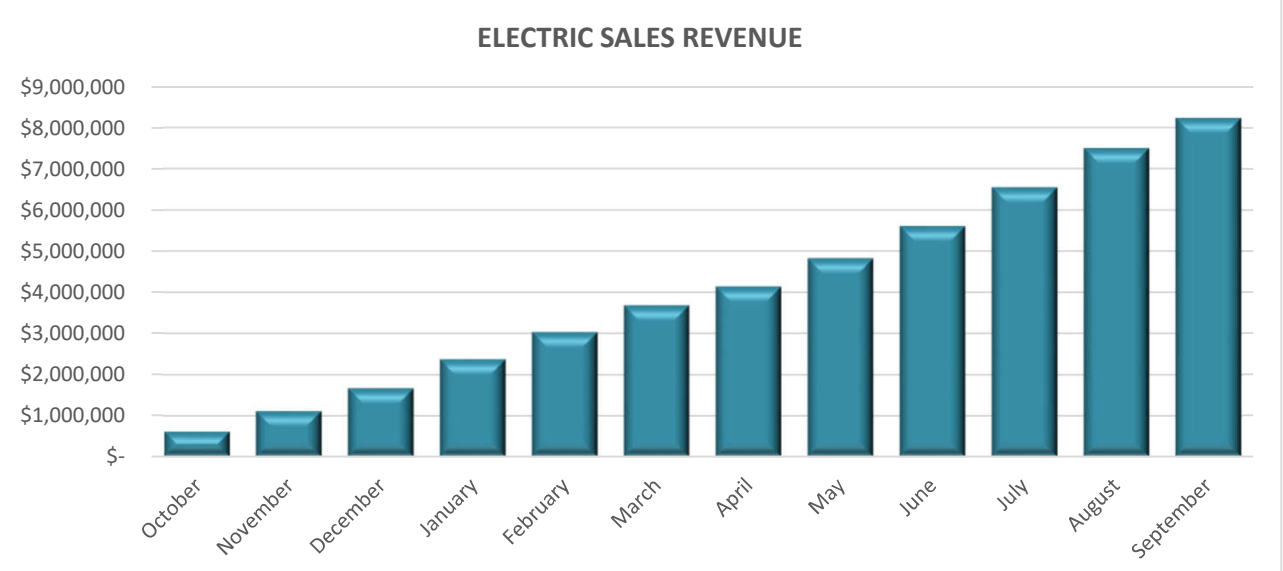
	Annual Budget	Year to Date Actual	Emcumbered	% of Budget	Budget Balance
Operating Revenues					
Water	$ 2,256,187	$ 2,317,535		102.7%	$ (61,348)
Wastewater	2,596,830	2,569,346		98.9%	27,484
Electric	7,752,500	8,226,509		106.1%	(474,009)
Penalties & Fees	220,000	192,357		87.4%	27,643
Interest	200,000	60,668		30.3%	139,332
Miscellaneous	101,500	54,126		53.3%	47,374
Total Operating Revenues	13,127,017	13,420,541		102.2%	(293,524)
Operating Expenditures					
Water	1,530,646	1,537,931	(15,460)	99.5%	8,174
Wastewater	746,329	774,437	8,366	104.9%	(36,474)
Electric	7,466,482	6,427,168	408,904	91.6%	630,410
Total Operating Expenditures	9,743,457	8,739,536	401,810	93.8%	602,110
Revenues Over (Under) Expenditures	3,383,560	4,681,005	(401,810)		(895,634)
Transfers					
Transfer to Enterprise Debt Service	(1,900,000)	(1,900,000)		100.0%	-
Transfer to Enterprise CIP	(78,571)	(78,571)		100.0%	-
Transfers to Storm Recovery Fund	-	-		0.0%	-
Transfer to General Fund - PILOT	(95,000)	(95,000)		100.0%	-
Transfers to Internal Service Fund	(1,890,231)	(1,728,097)		91.4%	(162,134)
Total Transfers	(3,963,802)	(3,801,668)		95.9%	(162,134)
Net Change in Fund Balance	**$ (580,242)**	**$ 879,337**			**$ (1,057,768)**
Fund Balance, Beginning of Year	7,844,707	7,844,707			-
Fund Balance, End of Year	$ 7,264,465	$ 8,724,044			$ (1,057,768)



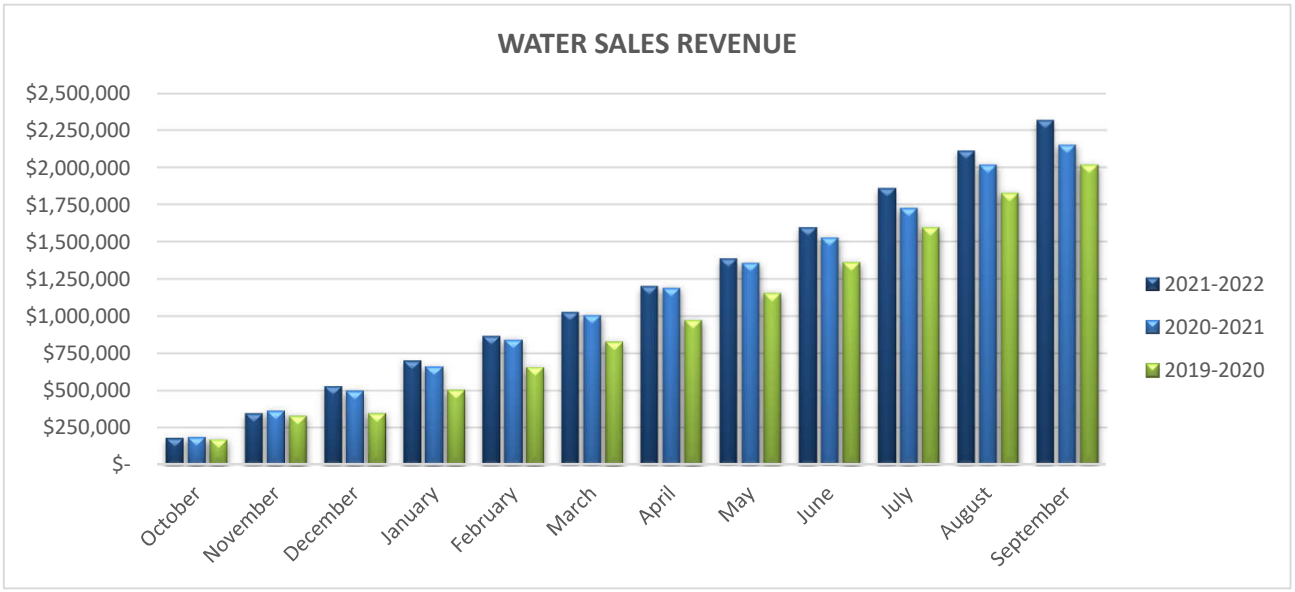
CITY OF SANGER, TEXAS
ENTERPRISE FUND REVENUES
September 30, 2022

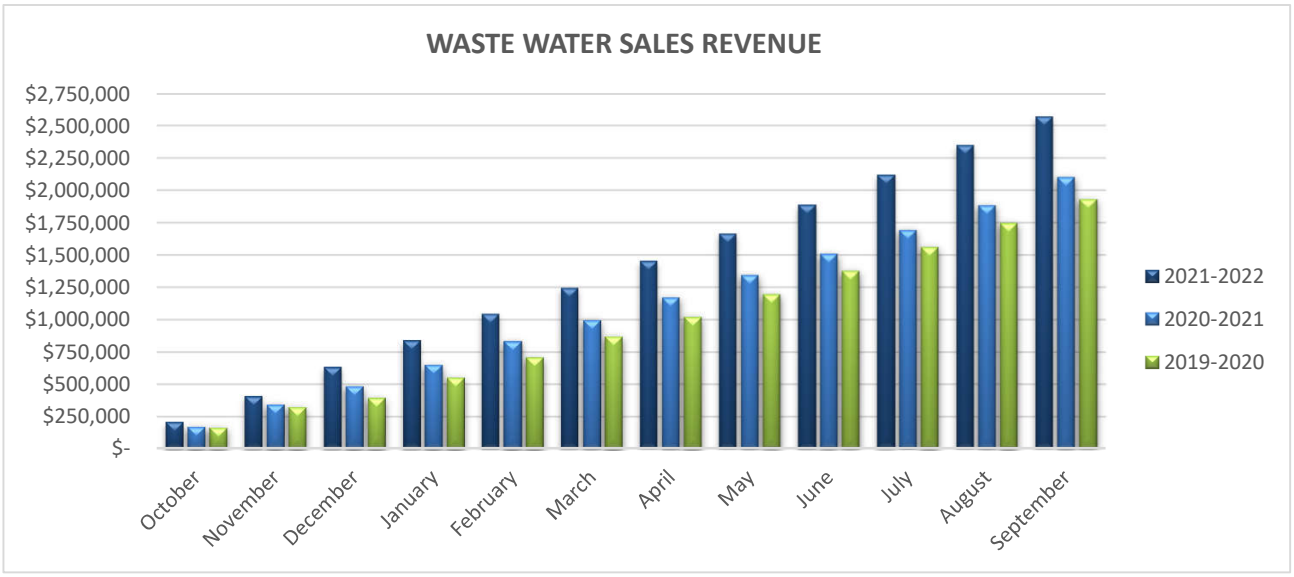


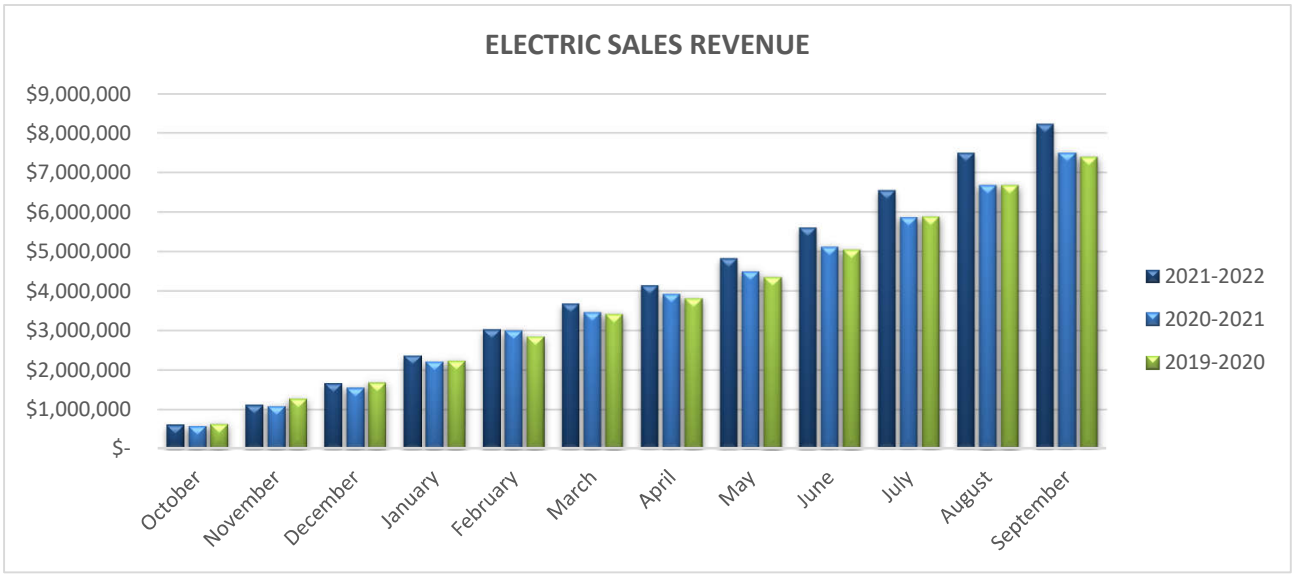




CITY OF SANGER, TEXAS
ENTERPRISE FUND 3-YEAR REVENUE TRENDS
September 30, 2022

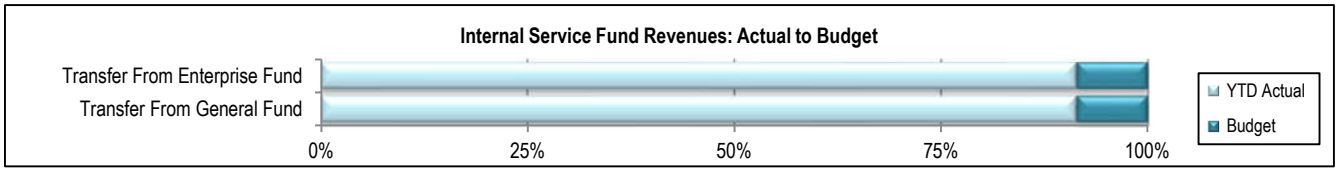


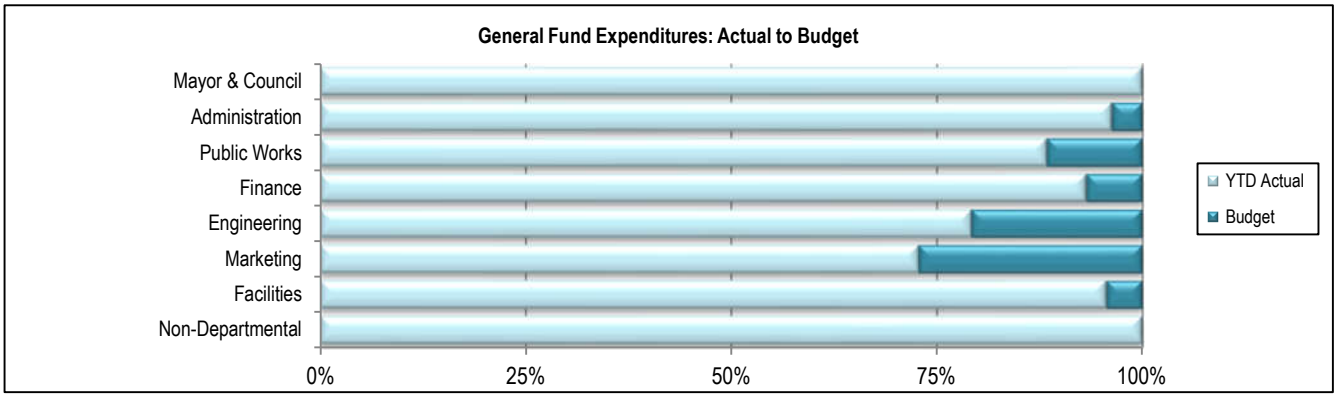




CITY OF SANGER, TEXAS
INTERNAL SERVICE FUND REVENUE & EXPENDITURES
September 30, 2022

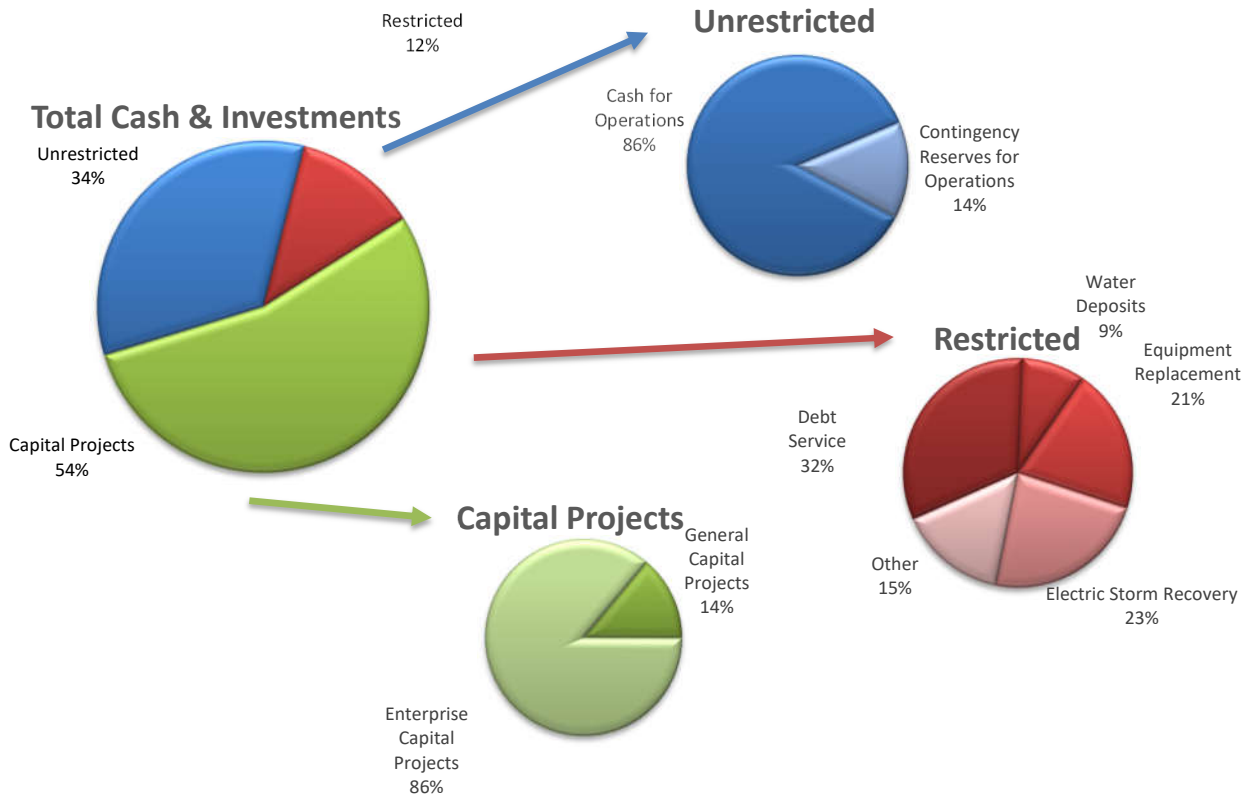
	Annual Budget	Year to Date Actual	Encumbered	% of Budget	Budget Balance
Operating Expenditures					
Mayor & Council	193,800	200,857	(5,000)	101.1%	(2,057)
Administration	784,400	755,394	-	96.3%	29,006
Public Works	257,450	219,201	8,344	88.4%	29,904
Finance	634,600	607,409	(16,272)	93.2%	43,463
Engineering	130,048	106,401	(3,382)	79.2%	27,030
Marketing	465,500	325,120	13,708	72.8%	126,671
Fleet Services	3,488	3,488	-	100.0%	-
Facilities	253,900	232,196	10,633	95.6%	11,071
Non-Departmental	427,200	430,098	2,000	101.1%	(4,898)
Total Operating Expenditures	3,150,386	2,880,164	10,031	91.7%	260,190
Transfers					
Transfer From Enterprise Fund	1,890,231	1,728,097		91.4%	162,134
Transfer From General Fund	1,260,155	1,152,065		91.4%	108,090
Total Transfers	3,150,386	2,880,162		91.4%	270,224
Net Change in Fund Balance	**$ -**	**$ (2)**	**$ (10,031)**		**$ 10,034**
Fund Balance, Beginning of Year	(107,059)				-
Fund Balance, End of Year	$ (107,059)				$ 10,034





CITY OF SANGER, TEXAS
CASH AND INVESTMENTS
September 30, 2022

Name	General	Enterprise	Debt Service	Capital Projects	Total
UNRESTRICTED					
Cash for Operations	$ 10,052,218	$ 2,769,244	$ -	$ -	$ 12,821,462
Contingency Reserves for Operations	1,062,837	1,056,601	-	-	2,119,438
TOTAL UNRESTRICTED	**$ 11,115,055**	**$ 3,825,845**	**$ -**	**$ -**	**$ 14,940,900**
RESTRICTED					
Debt Service	$ -	$ 1,477,331	$ 248,792	$ -	$ 1,726,123
Water Deposits	-	481,706	-	-	481,706
Equipment Replacement	947,389	140,370	-	-	1,087,759
Electric Storm Recovery	-	1,233,062	-	-	1,233,062
Hotel Occupancy Tax	2,167,268	-	-	-	2,167,268
Grant Funds	73,096	-	-	-	73,096
Keep Sanger Beautiful (KSB)	5,526	-	-	-	5,526
Library	98,591	-	-	-	98,591
Parkland Dedication	104,428	-	-	-	104,428
Roadway Impact	1,352,429	-	-	-	1,352,429
Court Security	15,754	-	-	-	15,754
Court Technology	102	-	-	-	102
Child Safety Fee	64,445	-	-	-	64,445
Forfeited Property	10,272	-	-	-	10,272
Donations	20,379	-	-	-	20,379
TOTAL RESTRICTED	**$ 4,859,679**	**$ 3,332,469**	**$ 248,792**	**$ -**	**$ 8,440,940**
CAPITAL PROJECTS					
General Capital Projects	$ -	$ -	$ -	$ 3,350,291	$ 3,350,291
Enterprise Capital Projects	-	-	-	20,668,194	20,668,194
TOTAL CAPITAL PROJECTS	**$ -**	**$ -**	**$ -**	**$ 24,018,485**	**$ 24,018,485**
TOTAL CASH AND INVESTMENTS	**$ 15,974,734**	**$ 7,158,314**	**$ 248,792**	**$ 24,018,485**	**$ 47,400,325**



GENERAL FUND
CASH AND INVESTMENTS
September 30, 2022

	Name	Acct. #	Maturity	Yield	Prior Period	Current Balance
	Pooled Cash	001-00-1000		0.05%	$ 10,134,358	$ 9,759,102
	Employee Benefits Cash	110-00-1000		0.20%	1,450	2,132
	Employee Benefits MM	110-00-1010		0.20%	122,002	123,883
	Internal Service Fund	180-00-1000		0.05%	129,374	167,101
	OPERATING ACCOUNTS				**$ 10,387,184**	**$ 10,052,218**
	GF Contingency Reserve MM 2487969	001-00-1031		0.20%	$ 630,695	$ 630,695
	GF Contingency Reserve CD Prosperity	001-00-1039	4/26/2023	0.55%	217,508	217,508
	GF Contingency Reserve CD 674907	001-00-1043	7/13/2023	0.45%	214,607	214,634
	CONTINGENCY RESERVE				**$ 1,062,810**	**$ 1,062,837**
*	GF Equipment Replacement MM 2376237	001-00-1032		0.20%	$ 182,464	$ 182,889
*	GF Equipment Replacement CD 719706	001-00-1033	7/6/2023	0.45%	$ 64,492	$ 64,500
*	General Storm Recovery Pooled Cash	201-00-1000		0.05%	675,000	700,000
	EQUIPMENT REPLACEMENT RESERVES				**$ 921,956**	**$ 947,389**
*	A R P Funds Cash	001-00-1034			$ 1,083,297	$ 2,167,268
*	Hotel Occupancy Tax	050-00-1000			$ 132,959	$ 132,959
*	Police Grant Fund	320-00-1000			4,780	4,780
*	Fire Grant Fund	324-00-1000			68,302	68,302
*	Library Grant Fund	342-00-1000			14	14
*	Beautification Board - KSB	432-00-1000			5,526	5,526
*	Library Restricted for Building Expansion	442-00-1000			46,204	46,204
*	Library Building Expansion CD 702994	442-00-1035	1/22/2023	0.45%	52,380	52,387
*	Parkland Dedication Fund	450-00-1000			104,428	104,428
*	Roadway Impact Fee Fund	451-00-1000			1,333,180	1,352,429
*	Court Security Restricted Fund	470-00-1000			15,601	15,754
*	Court Technology Restricted Fund	471-00-1000			56	102
*	Child Safety Fee Fund	475-00-1000			64,445	64,445
*	Forfeited Property Fund	480-00-1000			10,272	10,272
*	Police Donations	620-00-1000			78	78
*	Fire Donations	624-00-1000			7,038	7,038
*	Banner Account for Parks	632-00-1000			6,311	6,311
*	Library Donations	642-00-1000			6,952	6,952
*	**OTHER**				**$ 2,941,823**	**$ 4,045,249**
*						
	TOTAL CASH AND INVESTMENTS				**$ 15,313,773**	**$ 16,107,693**
	TOTAL UNRESTRICTED				**$ 11,449,994**	**$ 11,115,055**

**Restricted Funds*

ENTERPRISE FUND
CASH AND INVESTMENTS
September 30, 2022

	Name	Acct. #	Maturity	Yield	Prior Period	Current Balance
	Pooled Cash	008-00-1010		0.05%	$ 2,373,637	$ 2,769,244
	OPERATING ACCOUNTS				**$ 2,373,637**	**$ 2,769,244**
*	Pooled Cash	008-00-1010		0.05%	$ 175,841	$ 181,706
*	Water Deposit CD 2375850	008-00-1041	1/3/2023	0.45%	300,000	300,000
	WATER DEPOSIT REFUND ACCOUNT				**$ 475,841**	**$ 481,706**
*	Combined EF Debt Service MM 2376113	008-00-1039		0.20%	490,079	331,745
	BOND FUNDS				**$ 490,079**	**$ 331,745**
	EF Contingency Reserve MM 2809753	008-00-1012		0.20%	$ 629,136	$ 629,136
	EF Contingency Reserve CD 787860	008-00-1014	2/14/2023	0.45%	319,902	319,943
	EF Reserve CD 642541	008-00-1040	9/25/2023	0.45%	107,508	107,522
	CONTINGENCY RESERVES				**$ 1,056,546**	**$ 1,056,601**
*	EF Storm Recovery MM	208-00-1033		0.20%	$ 1,233,062	$ 1,233,062
*	EF Equipment Replacement MM 2376202	008-00-1034		0.20%	140,013	140,370
	OTHER				**$ 1,373,075**	**$ 1,373,432**
	TOTAL CASH AND INVESTMENTS				**$ 5,769,178**	**$ 6,012,728**
	TOTAL UNRESTRICTED				**$ 3,430,183**	**$ 3,825,845**

**Restricted Funds*

DEBT SERVICE & CAPITAL PROJECTS
CASH AND INVESTMENTS
September 30, 2022

General

	Name	Acct. #	Maturity	Yield	Prior Period	Current Balance
*	Pooled Cash	003-00-1000		0.05%	$ 190,978	$ 188,253
*	DSF Money Market 2376105	003-00-1010		0.20%	60,539	60,539
	TOTAL RESTRICTED				**$ 251,517**	**$ 248,792**

ENTERPRISE DEBT SERVICE FUND

	Name	Acct. #	Maturity	Yield	Prior Period	Current Balance
*	Pooled Cash	009-00-1000		0.05%	$ 985,700	$ 1,145,586
	TOTAL RESTRICTED				**$ 985,700**	**$ 1,145,586**

GENERAL CAPITAL PROJECTS FUND

	Name	Acct. #	Maturity	Yield	Prior Period	Current Balance
*	Pooled Cash	004-00-1000		0.05%	$ 3,247,035	$ 3,350,291
	TOTAL RESTRICTED				**$ 3,247,035**	**$ 3,350,291**

ENTERPRISE CAPITAL PROJECTS FUND

	Name	Acct. #	Maturity	Yield	Prior Period	Current Balance
*	Sewer Capital Improvements MM-10% Rev	840-00-1020		0.20%	$ 1,617,239	$ 1,623,787
*	Sewer Capital Reserve MM 2380226 Tap Fees	840-00-1038		0.20%	2,619,421	2,650,421
*	**SEWER CAPITAL RESERVE - TAP FEES**				**$ 4,236,660**	**$ 4,274,208**
*	Water Capital Reserve MM 2376156 Tap Fees	840-00-1037		0.20%	$ 2,073,482	$ 2,100,532
*	2021 CO MM	840-00-1039		0.20%	$ 13,488,448	$ 13,488,448
*	Pooled Cash	840-00-1000		0.05%	1,005,099	805,006
	TOTAL RESTRICTED				**$ 20,803,689**	**$ 20,668,194**

**Restricted Funds*

4A & 4B FUNDS
CASH AND INVESTMENTS
September 30, 2022

General

Name	Acct. #	Maturity	Yield	Prior Period	Current Balance
* Pooled Cash	41-00-1000		0.05%	$ 1,761,148	$ 1,804,776
* Cash NOW 900020693 Prosperity	41-00-1010		0.05%	332,053	332,053
* 4A MM 902551273 Prosperity	41-00-1012		0.20%	480,396	480,396
* Sanger TX Ind Corp CD 486639	41-00-1013	11/2/2022	0.25%	95,843	95,851
TOTAL CASH AND INVESTMENTS				**$ 2,669,440**	**$ 2,713,076**

4B FUND

Name	Acct. #	Maturity	Yield	Prior Period	Current Balance
* Pooled Cash	42-00-1000		0.05%	$ 1,996,699	$ 2,043,700
* Cash MM 2379694	42-00-1010		0.05%	200,838	200,838
* 4B CD 653500	42-00-1013	4/3/2023	0.45%	22,158	22,160
* 4B CD 659924	42-00-1014	11/12/2022	0.45%	21,913	21,916
* 4B CD 664243	42-00-1015	6/5/2023	0.45%	22,009	22,012
* 4B CD 673277	42-00-1016	7/9/2023	0.45%	21,963	21,965
* 4B CD 686115	42-00-1017	8/4/2023	0.45%	21,982	21,989
* 4B CD 689521	42-00-1018	9/11/2023	0.45%	21,902	21,905
* 4B CD 694371	42-00-1019	11/14/2022	0.45%	21,987	21,990
* 4B CD 697230	42-00-1020	11/17/2022	0.45%	22,113	22,116
* 4B CD 699934	42-00-1021	12/18/2022	0.45%	22,036	22,039
* 4B CD 702285	42-00-1022	1/31/2023	0.45%	21,847	21,850
* 4B CD 706078	42-00-1023	2/19/2023	0.45%	21,757	21,760
* 4B CD 720097	42-00-1024	2/9/2023	0.45%	21,439	21,442
* 4B CD 720119	42-00-1025	11/9/2022	0.45%	21,474	21,477
TOTAL CASH AND INVESTMENTS				**$ 2,482,117**	**$ 2,529,159**

**Restricted Funds*

CITY OF SANGER, TEXAS
INVESTMENT REPORT
September 30, 2022

The Monthly Investment Report is in full compliance with the objectives, restrictions, and strategies as set forth in the City of Sanger's Investment Policy and Texas Government Code 2256.023, the Public Funds Investment Act (PFIA).

The City only invests in Money Market accounts and Certificates of Deposit. Interest is paid monthly on all accounts. Therefore, book value and market value are the same and the City does not have accrued interest on its investments.

Ethics Disclosure and Conflicts of Interest

In accordance with the PFIA, investment officers are required to file a disclosure statement with the Texas Ethics Commission and the governing body if:

a. the officer has a business relationship with a business organization offering to engage in an investment transaction with the City (as defined in 2256.005 (i) (1-3); or
b. the officer is related within the second degree by affinity or consanguinity, as determined under Chapter 573 of the Texas Government Code, to an individual seeking to transact investment business with the entity. PFIA 2256.005 (i).

Clayton Gray
Clayton Gray
Finance Director

John Noblitt
John Noblitt
City Manager

ATMOS energy

Chris Felan
Vice President
Rates & Regulatory Affairs

October 25, 2022

City Official

Re: Rider GCR - Rate Filing under Docket No. 10170

Enclosed is Atmos Energy Corp., Mid-Tex Division's Statement of Rider GCR applicable for the November 2022 billing periods. This Statement details the gas cost component of the residential, commercial, and industrial sales rates for customers within your city. This filing is for informative purposes only and no action is required on your city's part.

Should you have any questions, please let me know.

Sincerely,

Chris Felan
Vice President, Rates and Regulatory Affairs
Atmos Energy, Mid-Tex Division

Attachment

Atmos Energy Corporation
5420 LBJ Freeway, Suite 1800
Dallas, TX 75240
P 214-206-2568 F 214-206-2126 Christopher.Felan@atmosenergy.com

ATMOS ENERGY CORPORATION
MID-TEX DIVISION
STATEMENT OF RIDER GCR
November, 2022
PREPARED IN ACCORDANCE WITH
GAS UTILITIES DOCKET NO. 10170

Part (a) - Mid-Tex Commodity Costs

Line	(a)	(b)		Btu Factor	Per MMBtu
1	Estimated Gas Cost per Unit:	$0.34423			
2	Estimated City Gate Deliveries:	140,612,810			
3	Estimated Gas Cost:	$48,403,148			
4	Lost and Unaccounted For Gas %	2.5932%			
5	Estimated Lost and Unaccounted for Gas	$1,255,190			
6	Total Estimated City Gate Gas Cost:	$49,658,338			
7	Estimated Sales Volume:	90,288,930			
8	Estimated Gas Cost Factor - (EGCF)	0.55000			
9	Reconciliation Factor - (RF):	0.00594			
10	Taxes (TXS):	0.00000			
11	Adjustment - (ADJ):	0.00000			
12	Gas Cost Recovery Factor - (GCRF)	0.55594	per Ccf	0.1024	$5.4291

Part (b) - Pipeline Services Costs

Line	(a)	(b)	(c) Rate R - Residential	(d) Rate C - Commercial	(e) Rate I - Industrial Service Rate T - Transportation [1]
	Fixed Costs				
13	Fixed Costs Allocation Factors [Set by GUD 10170]	100.0000%	64.3027%	30.5476%	5.1497%
14	**a.** Current Month Fixed Costs of Pipeline Services	$46,071,485	29,625,209	14,073,733	2,372,543
15	**b.** Plus: Second Prior Month Recovery Adjustment	$0	$0	$0	$0
16	Net Fixed Costs	$46,071,485	$29,625,209	$14,073,733	$2,372,543
	Commodity Costs				
17	**a.** Estimated Commodity Cost of Pipeline Services	($812,530)	(620,891)	(258,719)	67,080
18	**b.** Plus: Second Prior Month Recovery Adjustment	$0	$0	$0	$0
19	Net Commodity Cost of Pipeline Services	($812,530)	($620,891)	($258,719)	$67,080
20	**Total Estimated Pipeline Costs (Line 16 + Line 19)**	$45,258,955	$29,004,318	$13,815,014	$2,439,623
21	Estimated Billed Volumes		71,894,930 Ccf	46,870,110 Ccf	4,784,047 MMBtu
22	Pipeline Cost Factor (PCF) [Line 20 / Line 21]		0.40340 Ccf	0.29480 Ccf	$0.5099 MMBtu
23	Gas Cost Recovery Factor - (GCRF) [Line 12]		0.55594 Ccf	0.55594 Ccf	$5.4291 MMBtu
24	**Rider GCR**		0.95934 Ccf	0.85074 Ccf	Rate I - $5.9390 MMBtu
25					Rate T - $0.5099 MMBtu

[1] Industrial Service and Transportation are reported in MMBtu. An MMBtu conversion factor of .1024 is used to convert from Ccf.