

CITY COUNCIL

MEETING AGENDA

MARCH 03, 2025, 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.

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.

1. Consideration and possible action on the issuance of a Request For Proposal (RFP) for tree trimming.
2. Consideration and possible action on the minutes from the February 18, 2025, meeting.
3. Consideration and possible action on accepting construction documents to repair leaks to the Porter Sports Park Pond provided by Halff Associates and closing task order.
4. Consideration and possible action to enter into an agreement with Vertosoft for the OpenGov comprehensive procurement management system utilizing Texas Department of Information Resources contract pricing and authorizing the City Manager to execute the agreements and all necessary documents.
5. Consideration and possible action to approve the City of Sanger Surplus Item list for public auction.

ACTION ITEMS

6. Consideration and possible action on the issuance of a Request For Qualifications (RFQ) for design and other related services for the renovations at the Sanger Community Center.

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.

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 February 26, 2025, 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: March 3, 2025

FROM: Ronnie Grace, Director of Electric

AGENDA ITEM: Consideration and possible action on the issuance of a Request For Proposal (RFP) for tree trimming.

SUMMARY:

- Overgrown vegetation near electrical lines poses a significant risk of power outages and fire hazards.
- Contracting a specialized tree trimming service through an RFP process allows the City to select a provider with the necessary expertise, equipment, and workforce to handle the scope of work efficiently and in compliance with industry best practices.
- Proper vegetation management aligns with industry regulations and helps extend the lifespan of the electrical infrastructure by reducing strain on equipment, preventing unplanned maintenance, and ensuring uninterrupted service to residents and businesses.
- Staff is seeking approval to issue an RFP for Tree Trimming Services for one (1) year with three (3) possible one (1) year extensions.

FISCAL INFORMATION:

Budgeted: Yes Amount: \$140,000.00 GL Account: 800-58-5420

RECOMMENDED MOTION OR ACTION:

Staff recommends approval to move forward on the RFP for Tree Trimming Services.

ATTACHMENTS:

- City Council Communication
- City of Sanger Electric Tree Trimming RFP Scope of Work
- City of Sanger Electric Tree Trimming RFP Pricing Sheet
- Exhibit A – Feeder Map



RFP # RFP-2025-02

CITY OF SANGER ELECTRIC TREE TRIMMING RFP

Due: Tuesday, March 25, 2025, at 12:00 PM

**City of Sanger
502 Elm Street
P.O. Box 1729
Sanger, Texas 76266**

City of Sanger
502 Elm Street
P.O. Box 1729
Sanger, Texas 76266

Subject: Professional Services		Ref. No. RFP-2025-02
Due Date: March 25, 2025	Time Due: 12:00 PM	Tentative Award Date: April 7, 2025

1.0 STANDARD TERMS AND CONDITIONS

- 1.1 General Description of Work – The City of Sanger is accepting proposals from experienced and qualified Tree Trimmers to provide all related services, parts, permits, equipment, and labor required to do the annual tree trimming for the Electric Department as stated in this REQUEST FOR PROPOSAL and posted on our website: www.sangertexas.org. It is the intent of the City to contract for said services for an initial one (1) year period, within ten (10) calendar days after receipt of a notice of award or in accordance with the schedule provided by the City. This agreement may be extended for up to four (4) additional one (1) year periods, subject to the approval of the Contractor and the City.
- 1.2 This Request for Proposal (“RFP”) shall be on file in the City of Sanger from 8:00 a.m. until 5:00 p.m., Monday through Friday, and available to interested individuals and entities (“Proposers”) from the Date Issued until the Due Date and Time.
- 1.3 All general information questions should be directed by email to: Ronnie Grace at rgrace@sangertexas.org
- 1.4 **Proposers are expected to examine all documents that make up this RFP. Proposers shall promptly notify the City of any omission, ambiguity, inconsistency, or error that they may discover upon examination of the RFP. The City assumes no responsibility for errors or misrepresentations that result from the use of incomplete proposals. READ THIS RFP FULLY AND CAREFULLY. PROPOSALS SHALL BE COMPLETE UPON SUBMISSION, INCLUDING ALL FORMS AND ATTACHMENTS REQUIRED HEREIN. FAILURE TO STRICTLY COMPLY WITH THESE STATED TERMS OF SUBMISSION MAY RESULT IN REJECTION OF THE PROPOSAL.**
- 1.5 All responses to this RFP shall be submitted on the attached response forms. Proposals must be received at City of Sanger at or before 12:00 P.M. CT on March 25, 2025. Each

Proposal must be properly identified with the subject title and date and time due. The City will accept electronic submissions or through hard copy submissions. If delivering hard copy submissions, proposers must include: One (1) original and three (3) copies of the Proposal submitted BOTH in written, hard-copy format, and one (1) copy in electronic format on a USB drive (**submissions need to be set-up as one file on the USB, not multiple individual folders/files**), and delivered in a sealed envelope via mail, courier service, or hand delivery to:

Proposals marked **ELECTRIC: ANNUAL TREE TRIMMING** are to be submitted to:

Ronnie Grace
City of Sanger, Director of Electric Utilities
502 Elm Street
Sanger, TX 76266
(940) 458-8064

**FAXED OR E-MAILED PROPOSALS AND/OR LATE SUBMISSIONS
WILL NOT BE ACCEPTED.**

- 1.6 All Proposals shall be addressed as shown below:
- Request for Proposal: Annual Tree Trimming
Attn: Ronnie Grace
Reference Number: RFP-2025-02
Due Date and Time: March 25, 2025, at 12:00 PM
- 1.7 During the pendency of this RFP, Proposer shall not contact any City staff except those designated herein this RFP or subsequent addendums or correspondence. Any questions or concerns should be addressed in writing to the Director at least five (5) business days prior to the Due Date. Please reference the above-designated RFP number and the line number being referenced. Non-compliance with this provision may result in rejection of the Proposal. No phone calls related to RFP will be accepted. Non-compliance with this provision may result in rejection of the Proposal.
- 1.8 Any material information provided one Proposer concerning this RFP shall be provided to all Proposers via an updated posting on the City of Sanger's website or via email. An addendum will be issued if necessary. Proposers that have not registered with an email address will be responsible for checking for new information or addendums with City or on the website.
- 1.9 Receipt of an addendum to a Proposal must be acknowledged by signing and returning the addendum with the Proposal.
- 1.10 All information required of the Proposer, unless otherwise specified, must be completed on the forms provided by the City. Failure to manually sign the Proposal Response Form (Article 8.0 of this RFP) will disqualify Proposer.

Persons signing the Proposal shall have the authority to sign the Proposal on Proposer's behalf and shall be an officer or person authorized to bind the entity they represent to this proposal.

- 1.11 Each and every deviation from the terms, conditions, specifications, or performance requirements of this RFP shall be listed on the Deviation Form (Article 10.0 of this RFP) upon submission of your Proposal. Listing of deviations is an integral and required part of your Proposal. Any deviations not listed on the Deviation Form (Article 10.0 of this RFP) upon submission of your Proposal will not become part of the contract awarded by the City pursuant to this RFP.
- 1.12 Proposals will be opened on **Tuesday, March 25, 2025 at 2:00 PM** by the Director at the City of Sanger. Proposals cannot be altered or amended after the deadline. Alterations made before opening must be signed by the Proposer or Proposer's agent. No Proposal may be withdrawn after the date and time of opening without approval of the Purchasing Manager.
- 1.13 The City, in its sole discretion, may negotiate changes to any submitted Proposal, including price, after submitted Proposals have been opened.
- 1.14 The City reserves the right to accept and/or reject any and all submitted Proposals or any part thereof, waive immaterial errors, and award the contract in the best interest of the City.
- 1.15 The City shall be sole interpreter of the terms, conditions, specifications, and performance requirements of this RFP.
- 1.16 In case of a discrepancy between the unit price and the extended total for an item, the figure that is most advantageous to the City will apply. An opened Proposal may not be changed to correct any error by the Proposer or Proposer's agent.
- 1.17 It is not the policy of the City to award a contract on the basis of price alone. The City reserves the right to award the contract to the Proposer offering the best value, and not necessarily to the Proposer offering the lowest price. A Proposal may be evaluated and selected on the basis of reputation, experience, past performance, skill, financial capacity, product quality and features, delivery schedule, quality installation, compatibility with existing equipment, and product service warranty.
- 1.18 If, at any time, the successful Proposer fails to fulfill or abide by the terms, conditions, specifications, or performance requirements of this RFP, or any contract awarded and entered pursuant thereto, the City reserves the right to:

- 1.19 At the City's sole discretion and convenience, the City may terminate any awarded contract without regard to cause, without prior notice, and without penalty, and pay for authorized services provided to the date of termination.
- 1.20 If it is determined that any benefit to secure favorable treatment was offered, elicited, or provided by Proposer or Proposer's employee, affiliate, representative, partner, subcontractor, or agent, to any officer or employee of the City, Proposer will be disqualified from consideration and/or the awarded contract will be terminated.
- 1.21 All goods, raw materials, and products provided pursuant to the awarded contract must be new and not used, shop worn, or reconditioned.
- 1.22 All work must be in compliance with and conform to any and all applicable state or local laws, ordinances, regulations, codes, rules, policies, and interpretations thereof.
- 1.23 Once a Proposal has been selected, items or processes may be substituted only by furnishing an equal or superior quality and/or grade product or process than originally specified at no additional cost to the City. Any such substitution shall be pre-approved by the City, and the acceptance of any such substitution shall be in the City's sole discretion.
- 1.24 Any contract awarded pursuant to this RFP is not assignable.
- 1.25 The City is tax exempt under Tax Code, Subtitle E. SALES, EXCISE, AND USE TAXES, CHAPTER 151, section 151.309.
- 1.26 Invoices for partial payment must be approved in advance by the Purchasing Manager.
- 1.27 Include a Material Safety Data Sheet (MSDS), if applicable.
- 1.28 Undisputed payments will be submitted to Proposer with in thirty (30) days from receipt of original invoice.
- 1.29 Any contract awarded pursuant to this RFP shall be governed by the Uniform Commercial Code. Wherever the "Uniform Commercial Code" is used, it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas effective and in force on the date of any such agreement between the City and Proposer.
- 1.30 The contract documents shall include the RFP and its Schedules and Addenda, the Proposer's Response/Proposal, and any ensuing agreement. In the event of a

dispute under the Contract, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence: (1) the contract signed by the parties; then (2) the RFP and its Schedules and Addenda; and then (3) the Response/Proposal. The contract shall control over any conflicting terms in this RFP or the Proposal.

- 1.31 Trade secrets and confidential information contained in a proposal may be open to public inspection. Pricing is not confidential information. Proposers who include information in a Proposal that is legally protected as a trade secret or confidential information must clearly indicate the specific protected information by highlighting that information and marking it “Trade Secret” or “Confidential” at the appropriate place. The City will not be responsible for any public disclosure of the trade secret or confidential information if it is not marked as provided above. An awarded Proposal in its entirety is not confidential. If a request is made under the Texas Public Information Act to inspect information designated as trade secret or confidential in a Proposal, Proposer shall, upon notification by the City, immediately furnish sufficient written reasoning as to why the information should be protected from disclosure in a timely manner to the Texas Attorney General for final determination at the address below:

Office of the Attorney General
Open Records Division
P.O. Box 12548
Austin, TX 78711
Fax 512-463-2092

- 1.32 The obligations of the parties under a contract awarded through this RFP are primarily performable in Denton County, Texas. Exclusive venue shall be Denton County, Texas, and any contract awarded under this RFP shall be governed by the laws of the State of Texas.
- 1.33 At the time the contract is awarded, the selected Proposer must be registered with the Texas Secretary of State and be licensed to transact business in the State of Texas.
- 1.34 The City may, at its option, offset any amounts due and payable under a contract awarded under this RFP against any debt (including taxes) lawfully due to the City from the successful Proposer, regardless of whether the amount due arises pursuant to the terms of the contract or otherwise, and regardless of whether or not the debt due to the City has been reduced to judgment by a court.
- 1.35 No member of the City Council or any City employee shall have any financial interests in the profits of any contract, service or other work performed by the Proposer (s) or personally profit directly or indirectly from any contract,

purchase, sale or service between the City and any person or company.

- 1.36 The awarded contract is subject to the appropriation of funds by the City Council in the City’s budget adopted for any fiscal year for the specific purpose of making payments pursuant to the awarded contract for that fiscal year. The obligation of the City pursuant to the awarded contract in any fiscal year for which the awarded contract is in effect shall constitute a current expense of the City for that fiscal year only, and shall not constitute an indebtedness of the City of any monies other than those lawfully appropriated in any fiscal year. In the event of non-appropriation of funds in any fiscal year to make payments pursuant to the awarded contract, the awarded contract may be terminated.

2.0 SPECIAL CONDITIONS

2.1 Insurance

The successful Proposer shall procure and maintain in force during the terms of any contract awarded pursuant to this RFP, at its own cost, the following minimum insurance coverage:

A. Workers’ Compensation and Employers’ Liability:

- i. State of Texas: \$1,000,000 Each Accident
- ii. Employer’s Liability: \$100,000 Each Accident
\$500,000 Disease-Policy Limit
\$100,000 Disease-Each Employee
- iii. Waiver of Subrogation

B. Commercial General Liability:

- i. Bodily Injury & Property Damage
General Aggregate Limit: \$1,000,000
- ii. Personal & Advertising Injury Limit \$500,000
- iii. Each Occurrence Limit \$1,000,000

The policy shall be on an Occurrence Form and include the following coverage: Premises Operations; Personal and Advertising Injury; Medical Payments; Liability assumed under an Insured Contract; Independent Contractors; and Broad Form Property Damage. Coverage provided should be at least as broad as found in Insurance Services Office (ISO) form CG0001.

C. Commercial Automobile Liability Limits:

- i. Bodily Injury & Property Damage
Combined Single Limit: \$1,000,000
- ii. Medical Payments: \$ 5,000 Per Person

iii. Uninsured/Underinsured Motorist \$100,000

Prior to the execution of any awarded contract by the City, the successful Proposer shall forward Certificates of Insurance to the City of Sanger Director. The required insurance policies shall be procured and maintained in full force and effect for the duration of the awarded contract. Certificate Holder shall be the City of Sanger at 502 Elm Street, Sanger Tx 76266

2.2 Damage Provision

If in performance pursuant to an awarded contract, successful Proposer, or Proposer’s employee, affiliate, representative, partner, subcontractor, or agent, damages the City’s real or personal property, Proposer shall compensate the City for the cost of repair or replacement, whichever the City determines is appropriate under the circumstances. In such event, the City will provide to successful Proposer an invoice stating the actual cost of repairing or replacing the damaged property. Successful Proposer shall provide payment of the invoiced amount within thirty (30) days of its receipt of said invoice. Should successful Proposer refuse to compensate the City for the damage incurred, said invoiced amount shall be withheld from the amount payable to successful Proposer for services rendered pursuant to the awarded contract. This provision does not waive or diminish the City’s right to pursue any and all legal remedies to collect for damages caused by Proposer, or Proposer’s employee, affiliate, representative, partner, subcontractor, or agent.

2.3 Proposal Terms - By signing and submitting this Proposal, Proposer agrees:

- 2.3.1 To hold this Proposal open for one hundred twenty (120) days after the Due Date for review of the Proposal.
- 2.3.2 That orders will be delivered, “F.O.B. Destination, Inside” delivery within the time specified in the Proposal after receipt of order by fax, in-person, or by mail.
- 2.3.3 To furnish goods and services in strict compliance with the terms, conditions, specifications, and performance requirements of this Proposal.
- 2.3.4 That payment(s) will only be made from an original invoice, not from any statement, and invoices for payment shall be submitted via e-mail to [c](#) or via mail, courier, or personal delivery to:

City of Sanger
Attn: Accounts Payable
502 Elm Street
P.O. Box 1729
Sanger, Texas 76266

- 2.3.5 Do not include Federal Excise, State, or City sales taxes, as the City shall furnish a tax exemption certificate; and
- 2.3.6 The City shall notify the successful Proposer of any contested invoice(s) in writing, and the City and successful Proposer shall mutually resolve such disputed invoice(s) within sixty (60) days of successful Proposer's receipt of said notice of dispute.
- 2.3.7 The term of this agreement shall be for one year, beginning on the date of the Notice to Proceed. This agreement may be extended for up to four (4) additional one (1) year periods, subject to the approval of the Contractor and the City.

2.4 Evaluation Criteria. Bid responses will be graded on the following criteria:

Experience – 20%
 City of Sanger's evaluation of vendor's ability to perform – 20%
 Price – 60%

2.5 Performance and Payment Bonds

Texas Local Government Code Chapter 252, as amended, provides that for any contract for the construction of public works, a Proposer must execute a bond that is: (a) in the full amount of the contract price, and (b) conditioned that the contractor will faithfully perform the contract; and (c) executed, in accordance with Texas Government Code Ch. 2253, as amended, by a surety company authorized to do business in the state.

Texas Government Code Ch. 2253, as amended, provides that a payment bond is required if the contract is in excess of \$25,000 and is to be made for the full amount of the contract. A performance bond is required if the contract is in excess of \$100,000 and is to be made for the full amount of the contract.

The bonds are to be executed and delivered to the City **prior to being recommended for award of the Contract**. The bonds must be executed by a corporate surety or sureties authorized to do business in the state of Texas. For unit price contracts, the total contract price shall be estimated and calculated by multiplying the estimated quantities to the Proposer's unit proposal price.

If the public works contract is less than \$100,000, the performance bond will not be required as long as the contract provides that payment is not due until the work is completed and accepted by the City.

2.6 Limit Award

The City's intent is to award a contract for all work described in the *Request for*

Proposals to one proposer. The City reserves the right to award multiple contracts for portions of this work to others, based on the proposals submitted, if it is in the best interest of the City of Sanger. Or The City may, at its option, award by line item as opposed to awarding the entire proposal to the same vendor.

3.0 SCOPE OF WORK & INSTRUCTIONS

- 3.0.1. **DESIGNATED CIRCUIT TRIMMING** - Circuit area maps locating the Circuit are supplied by CITY OF SANGER ELECTRIC. All distribution class three-phase overhead, two-phase overhead, single-phase overhead, and all pole-to-pole overhead secondary voltage conductors. Any other type of overhead electrical power lines that lie on or within the designated areas depicted on the CITY OF SANGER ELECTRIC provided map or are electrically sourced from the CITY OF SANGER ELECTRIC Feeders without exception, including all energized and non-energized electrical circuits shall be trimmed and/or vegetation removed per CITY OF SANGER ELECTRIC tree trimming specifications and policies.
- 3.0.2. Secondary house services running from the pole or mid-spanned tap to the house will be inspected. All tree limbs or vines causing an abrasion or are within 18” shall be trimmed back to 18” or at the discretion of the CITY OF SANGER ELECTRIC.
- 3.0.3. For any electrical power line locations that are in question due to the location near the edge of the designated area, the determining factor will be that if the electrical power line is connected, the contractor will continue trimming to the first pole past the designated point.
- 3.0.4. The lump-sum Bid for each independent feeder circuit of work shall include all costs as required to complete the work in its entirety, including but not limited to supervision, labor, equipment, materials, overhead, profit, insurance, traffic control, clean-up, repair of damages to public/private property, and all incidentals thereto.
- 3.0.5. Proposers should examine the site, drawings (**Exhibit 2- attached**), and locality where the work for each circuit is to be performed, the legal requirements (federal, state, and local laws, ordinances, rules, and regulations), and the conditions affecting cost, progress or performance of the work and has made such independent investigations as proposer deems necessary;

3.1 HOT SPOT/EMERGENCY ELECTRIC UTILITY TREE TRIMMING SERVICES AS NEEDED

- 3.1.1 CITY OF SANGER ELECTRIC requests submission of hourly rates for emergency and additional line clearing work that may be needed. The unit prices provided herein may not be considered as a factor in determining the award of individual circuits to the CONTRACTOR but will be used in determining payment to the CONTRACTOR for such additional and emergency work as may be approved and scheduled by CITY OF SANGER ELECTRIC. CONTRACTOR awarded circuit line clearing work on CITY OF SANGER ELECTRIC’s system will make those crews deployed available for emergency work

during the course of the Agreement unless such crews are released by CITY OF SANGER ELECTRIC. The line items in Exhibit 1, will be a schedule of labor rates that shall be effective during the duration of this Agreement. The equipment and tools listed provide a general description of the requirements for each unit item. These descriptions shall simply establish a minimum standard of equipment and tools.

- 3.1.2 CITY OF SANGER ELECTRIC reserves the right to accept or reject additional hourly labor and equipment rates. CITY OF SANGER ELECTRIC will be the sole judge in determining what constitutes an emergency and when additional work, if any, will be awarded to the Contractor.

3.2 DISTRIBUTION PROJECTS/LINE EXTENSIONS TREE TRIMMING

- 3.2.1. CITY OF SANGER ELECTRIC requests submission of hourly rates for distribution projects, line extensions, line clearing, and ROW clearing work to maintain ROW and utility easements that may be needed. The hourly prices provided herein may not be considered as a factor in determining the award of individual circuits to the CONTRACTOR but will be used in determining payment to the CONTRACTOR for such work as may be approved and scheduled by CITY OF SANGER ELECTRIC. CONTRACTOR awarded hourly rate line clearing work on CITY OF SANGER ELECTRIC's system will make those crews deployed available for emergency work during the course of the Agreement unless such crews are released by CITY OF SANGER ELECTRIC. The line items in Exhibit 1 – Section III will be a schedule of labor rates that shall be effective during the duration of this Agreement. The equipment and tools listed provide a general description of the requirements for each unit item. These descriptions shall simply establish a minimum standard of equipment and tools.
- 3.2.2. CITY OF SANGER ELECTRIC reserves the right to accept or reject additional hourly labor and equipment rates. CITY OF SANGER ELECTRIC will be the sole judge in determining what constitutes an emergency and when additional work, if any, will be awarded to the Contractor.

3.3 TRANSMISSION PROJECTS / LINE EXTENSIONS / ROW CLEARING / MOWING / TREE TRIMMING

- 3.3.1. CITY OF SANGER ELECTRIC requests submission of hourly rates for Transmission projects, line extensions, line clearing, ROW clearing work, and to maintain ROW that may be needed. The hourly prices provided herein may not be considered as a factor in determining the award of individual circuits to the CONTRACTOR but will be used in determining payment to the CONTRACTOR for such work as may be approved and scheduled by CITY OF SANGER ELECTRIC. CONTRACTOR awarded hourly rate line clearing work on CITY OF SANGER ELECTRIC's system will make those crews deployed available for emergency work during the course of the Agreement unless such crews are released by CITY OF SANGER ELECTRIC. The line items in Exhibit 1 – Section IV will be a schedule of labor rates that shall be effective during the duration of this Agreement. The equipment and tools listed provide a general description of the requirements for each unit item. These descriptions shall simply establish a minimum standard of equipment and tools.

- 3.3.2. CITY OF SANGER ELECTRIC reserves the right to accept or reject additional hourly labor and equipment rates. CITY OF SANGER ELECTRIC will be the sole judge in determining what constitutes an emergency and when additional work, if any, will be awarded to the Contractor.

4.0 TECHNICAL RESPONSIBILITIES AND REQUIREMENTS

- 4.0.1. The objectives of the Vegetation Management Program of Sanger Electric Municipal Electric (hereinafter called "CITY OF SANGER ELECTRIC") are to provide a safe system environment for the CITY OF SANGER ELECTRIC's customers and the general public and to minimize tree-related outages. The objectives are to be achieved while maintaining positive relations and utilizing sound environmental practices.
- 4.0.2. All of the work performed by the Contractor shall be subject to audit by CITY OF SANGER ELECTRIC at any time. Any work that CITY OF SANGER ELECTRIC determines does not meet the minimum standards or performance criteria shall be corrected at the Contractor's sole expense, as provided in these specifications or contract.

TERMS & DEFINITIONS

Brush - a woody plant that is less than 3 inches diameter at breast height (dbh), that is not part of an existing tree, and that may reach the conductor at maturity.

Brush work - trimming, clearing brush and applying an herbicide to the cut stems, or only applying herbicide to brush.

Clearance - the distance between vegetation and the conductors.

Coniferous - any cone-bearing trees or shrubs, mostly evergreens.

Danger tree - any dead, dying, weak, diseased, or leaning tree (on or off the right-of-way) that could fall onto the conductors.

Diameter at Breast Height (dbh) – the diameter of individual tree trunks or individual stems of brush measured at a point 4.5 feet above ground.

Deciduous - any perennial plant that sheds its leaves annually or at the end of a growing season.

Demand tree trimming - trimming or removing the trees on a customer-requested or emergency basis. Also may include tree work associated with line construction projects. This is typically required when trees have grown into the conductors, or are close to the conductors, and have created a potentially dangerous situation. This may also include special trimming or chipping work when requested by Sanger Electric Municipal Electric. Customer requested demand tree work should only be assigned by Sanger Electric Municipal Electric.

Directional trimming - a form of natural trimming (pruning) used to encourage tree re-growth away from the conductor. It is accomplished by removing limbs growing toward the conductors entirely at the branch collar near the trunk of the tree, or by pruning to lateral branches that are at least one-third the diameter of the limb being cut and are growing away from the conductor.

Drop-crotching - generally speaking, is a crown reduction technique in which a tree trimmer makes the proper pruning cuts at crotches, removing the larger limb and favoring the smaller. For electric line clearance, the trimmer would remove limbs growing toward the conductors and favor those growing away from the conductors. This usually results in a "V" shaped appearance of the tree crown and is frequently referred to as "V-trimming". See definition of "natural pruning" for further description.

Evergreen - any plant that retains its leaves/needles year-round.

Herbicide - a chemical pesticide used to control, suppress, or kill plants, will have a colored die for recognition.

Herbicide Application - the Company making the application is responsible for the purchase, storage, record keeping and disposal of herbicides. Herbicides will only be applied by qualified applicators. Herbicide crews, tree crews, and mowing crews are required to have at least one individual on the crew at all times, who is qualified to apply herbicides. A qualified applicator is an individual who has been trained regarding the product and application method, and meets any federal, state, and local laws and regulations. This individual may be required to hold a certified applicators license, or be under the direct supervision of a certified applicator. This will depend upon state laws and regulations where the application is made. Supervisors of qualified applicators are required to hold a certified applicators license in the state or states in which they supervise crews. A marking agent (die) will be mixed with and used on applications to mark where herbicide has been applied.

Hot Spot Trimming – Tree trimming deemed necessary by CITY OF SANGER ELECTRIC Contractor Coordinator or CITY OF SANGER ELECTRIC qualified personnel.

Natural pruning - a method by which branches are cut to the branch collar at a suitable parent limb, the trunk of the tree, or an appropriately sized lateral branch. This method of pruning is sometimes called "drop-crotching", "proper pruning", the "Shigo method" or "lateral trimming."

Preventative maintenance - trimming or removing vegetation on a systematic basis typically by, but not limited to, circuit or grid, and in a manner intended to achieve system reliability.

Pruning - the removal of dead, dying, diseased, interfering, objectionable, and/or weak branches of trees or shrubs using proper arboricultural techniques.

Removal - completely removing an entire tree as close as practical to ground level and applying herbicide to the cut stump.

Right-of-way - a transmission or distribution right-of-way, an easement, a utility easement, or any other corridor of land paralleling, on both sides, an overhead transmission or distribution line, and in respect of which CITY OF SANGER ELECTRIC has certain rights.

Safety zone work – removing all overhangs by cutting back limbs to a minimum clearance of ten (10) feet from an energized conductor.

Selective herbicide - an herbicide that, when applied to a mixed population of plants, will control specific species without injury to others.

Shearing - the making of many small cuts so that a tree adjacent to the conductors is sheared in a uniform line. This is not a generally acceptable practice.

Side pruning - using natural pruning methods to cut back or removing side branches that are threatening the conductors; required where trees are growing adjacent to conductors.

Topping - cutting back the upper crown of a tree to a uniform horizontal line, leaving multiple stubs. This is an improper and unacceptable trimming technique.

Tree - a perennial plant with a woody trunk measuring at least three (3) inches (dbh), and having one set of annual rings at ground level or more than one set of annual rings not separated by included bark. Trees that grow adjacent to one another and share an apparent common base completely separated by "included bark" are considered to be distinct trees. "Included bark" is bark that is included within the wood of a tree, or between the woody stems of separate trees, creating a physical separation between the trees.

Tree crown - the upper portion of the tree, the branches or leaf area.

Trimming - cutting back tree branches or shrubs to shape or reduce the size of the tree or shrub.

V-trim - using natural pruning methods to cut back large portions of the upper crown of a tree. This is required when trees are located directly beneath a conductor. Also known as crown reduction pruning or drop crotching.

Vegetation - all the plant (flora) life in a particular region. A plant community, assemblage, or aggregation with distinguishable characteristics.

4.1. Removal & Trimming Standards

4.1.1 General Guidelines

Effective tree to conductor clearance is determined by:

- 4.1.1 Voltage, tree location, and importance of the individual line
- 4.1.2 Ambient air temperature and the height of the poles and line
- 4.1.3 The species and growth habit.
- 4.1.4 The trimming cycle
- 4.1.5 Local weather characteristics

4.1.2. Under and Side-clearance

Any tree affecting or potentially affecting a primary distribution line

Shall be trimmed to prevent any involvement with the line (see table 1. "*CITY OF SANGER ELECTRIC Minimum Clearance Requirements*").

Note: (1) Where the amount to be removed in order to obtain adequate clearance will have an adverse impact on the overall long-term health of the tree, the tree will be considered for removal; (2) The neutral wire has the potential to carry primary voltage, which contractor shall take into consideration when clearing primary lines; and (3) Open-Wire Secondary Conductor and neutral shall have a minimum 5' of clearance. All poles will have a minimum of 5' of clearance around the bottom of the pole.

4.1.3 Overhang Clearance

When at all possible, overhangs shall be removed. When not removed, clearance shall be a minimum of 15 feet. Note: Overhang clearance shall be increased where circuits have experienced historical exposure to snow and ice.

4.1.4 Other Clearances

Secondary Conductors, Service Drops, Streetlight Circuits, CITY OF SANGER ELECTRIC Fiber-optic and Guy Wires shall be cleared on a case-by-case basis as determined necessary by CITY OF SANGER ELECTRIC during field inspection, to free them from weight, strain, or displacement caused by contact with trees.

4.1.5 Vine Clearance:

Unless otherwise instructed, vines ascending all poles and guy wires shall be cut off at ground level.

Table 1. CITY OF SANGER ELECTRIC Minimum Clearance Requirements

*Clearance From Trees	Conductor Type	Secondary (120-480 V) Pole to Pole	Secondary (120-480 V) House Services	Primary Voltage (2-25 kV)	
SIDE	Primary	3'	18"	10'	
OVER	Primary	3'	18"	15'	
UNDER	Primary	3'	18"	5'	
	Neutral	3'			
	Fiber-Optic	3'			

*Clearances at time of trimming.

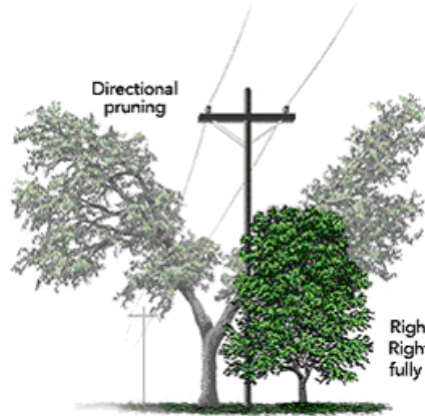
Transmission vegetation management (VM) work typically differs from what would be found adjacent to distribution power lines. Distribution VM work is dominated by pruning and removing trees adjacent to distribution poles, which in most cases are in more populated areas. Conversely, transmission lines are typically located on structures and towers and are typically located in more remote areas.

There is no industry consensus as to how a transmission ROW should be established and maintained. From an electric reliability standpoint, it simply requires managing vegetation so that it cannot grow into, or fall onto the energized facilities. It requires creating a predictable and low-growing environment of vegetation under and adjacent to the ROW.

1. Clearance
Trees shall be trimmed to obtain a -15-foot conductor clearance on all transmission right-of-ways.
2. Supplemental Vegetation
Supplemental planting, re-vegetation or mitigation measures will not be placed in, or interfere with CITY OF SANGER ELECTRIC's existing access roads or existing cleared work areas such as structure foundations. The developer or landowner will verify the location of existing access roads and work areas with CITY OF SANGER ELECTRIC and submit a plan for review and approval prior to installing any supplemental planting, re-vegetation or mitigation in CITY OF SANGER ELECTRIC rights of way.
3. R.O.W. Clearing Methods
Physical and mechanical clearing is the generally approved method of R.O.W. clearing. Limited herbicidal applications may only be used with local CITY OF SANGER ELECTRIC Management approval and the use of licensed applicators. Refer to Herbicide Applications in terms and definitions.

a. General Pruning Methodology

Natural (directional) pruning is a method by which are cut at a suitable parent limb back toward the tree. The cut should be made as close as possible branch collar at the branch base, but the collar not be injured or removed.



branches center of to the should

Every branch has a branch bark ridge that separates branch from the main stem. The cut should be made outer side of the ridge. If the cut is made on the inner the ridge, a trunk wound will result that provides entry for microorganisms.

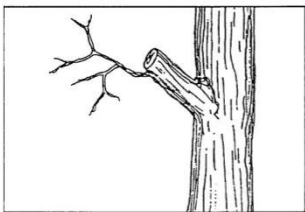
the on the side of easy

This method of pruning is sometimes called “drop-crotching” or “lateral trimming.” Large branches should be removed to laterals at least one-third the diameter of the branch being removed. Natural pruning is especially adapted to the topping of large trees where a great deal of wood must be removed. In natural pruning, almost all cuts are made with a saw, and very little pole pruning works is required. This results in a natural-looking tree when finished, even if a large amount of wood has been removed.

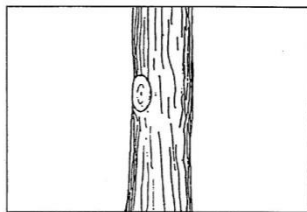
Natural pruning is also directional pruning since it tends to guide the growth of the tree away from the wires. Stubbing or pole-clip clearance, on the other hand, tends to promote rapid sucker growth right back into the conductors. The big factor to remember is that natural pruning does work and that two or three trimming cycles done in this manner will bring about an ideal situation for both the utility and the tree owner. Most shade trees lend themselves easily to this type of pruning.

Details of improper trimming and proper natural pruning techniques are shown here. The branch in figure 1. Was cut back to a lateral that is too small. Branches should be cut back to a lateral that is at least one-third the size of the branch being removed as shown at figure 3. If a proper lateral is not available, the branch should be cut back to the trunk.

1. Incorrect

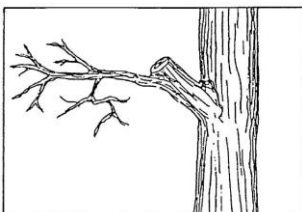


2. Incorrect

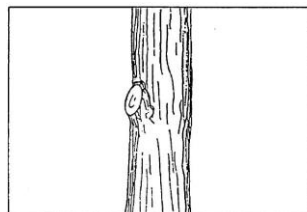


The cut shown at figure 2. Is an improper flush cut where the branch collar was removed? The cut at figure 4. Shows the proper method to remove the branch at the trunk, leaving the branch collar but not a stub.

3. Correct



4. Correct



5.0 SPECIFIC PROCEDURES

5.0.1 SCHEDULED TREE PRUNING

Procedure

Contractor shall perform work as scheduled by CITY OF SANGER ELECTRIC. The Contractor will only accept work assignments from CITY OF SANGER ELECTRIC or their designees, except in emergency conditions.

The Contractors will patrol the circuit, logging the work for the Contractor's crews, and communicating to property owners about the tree trimming, which is identified to be performed on their property. The Contractor is responsible for securing signed permission to remove trees.

The Contractor shall acquire all certifications required for trimming and removing of trees from any municipality, state, or federal agency in which the Contractor's crews will be performing work pursuant to this contract.

Limb and Branch Disposal

CITY OF SANGER ELECTRIC contract crews will dispose of all debris resulting from their tree removal and pruning operations unless different arrangements have been made with the property owner.

5.0.2 SCHEDULED TREE REMOVAL

Removal Procedure

CITY OF SANGER ELECTRIC and its agents will inspect the trees near power lines scheduled for maintenance and determine which trees should be removed. If a tree is a candidate for removal, the homeowner or resident will be contacted and asked to authorize CITY OF SANGER ELECTRIC, and its contractors to remove the tree to the ground line.

Tree Disposal

CITY OF SANGER ELECTRIC contract crews will dispose of all debris.

CITY OF SANGER ELECTRIC contract crews will remove all limbs and brush from the trimming area after the work has been completed. Limbs and brush will be cleaned up before leaving the site or at the end of each day (weather permitting).

Safety Zones

Contractor will remove all overhangs by cutting back limbs to a minimum clearance of 10 feet from the energized conductor.

Stumps

CITY OF SANGER ELECTRIC and its contract crews will NOT grind out stumps. Stumps should be treated with an approved herbicide unless a property owner has requested that the stump not be treated and/or if the herbicide label warns against treatment of stumps in particular situations. Refer to Herbicide Applications in terms and definitions.

5.0.3 SERVICE-DROP TREE TRIMMING

Procedure

Customer service-drops are not generally trimmed by CITY OF SANGER ELECTRIC or its contractors. In all cases, the decision on which course of action to take will be determined by local management. In most instances, the following rules shall be adhered to.

- CITY OF SANGER ELECTRIC will clear/trim limbs encroaching service wires that pose a hazard to service, facilities or the public when found and/or made aware of.
- When requested by the customer, CITY OF SANGER ELECTRIC will lower/remove overhead services for tree removal by the customer or customer's agent during normal business hours at no charge.

Rationale: The customer has the control and responsibility for planting and pruning of vegetation on private property.

5.0.4. EMERGENCY OR AFTER HOUR WORK

Procedure

In the event of an emergency and when specifically requested by CITY OF SANGER ELECTRIC, the contractor will make crews available to perform work after hours, weekends, and holidays necessitated by the emergency. On such emergencies, only essential work shall be done to clear vegetation as required to rapidly restore electric service. The General Foreman on duty during such emergencies shall document the event and deliver that documentation to CITY OF SANGER ELECTRIC at the earliest opportunity, but no later than two (2) working days subsequent to the emergency.

Contractor is required to provide one 2-person lift, on a rotating basis, which will be designated as a "call out" crew. There is no compensation while the crew is on-call unless that crew is called out to perform after hour's emergency work.

Contractor will be reimbursed on a time and equipment basis for emergency and after hours work at the rates specific. Time shall be calculated upon the crew's departure from, and return to, the contractor's yard.

Customer Notifications during Storm Work

Crews may make a courtesy knock on the customer's door to let the homeowner know that work will be performed at that location. However, due to emergency conditions that occur during storms, CITY OF SANGER ELECTRIC and its contractors may prune and remove trees necessary to restore power without contacting every homeowner.

5.0.5. REVIEW OF WORK

Procedures

The Contractor shall notify CITY OF SANGER ELECTRIC when the circuit has been trimmed of all vegetation set to the minimum standards set forth in Table 1. CITY OF SANGER ELECTRIC will audit the circuit for proper pruning practices and minimum standards set forth in Table 1. The Contractor shall not be compensated for any work that does not meet CITY OF SANGER ELECTRIC quality standards unless that work is corrected to CITY OF SANGER ELECTRIC's quality standards at the Contractor's sole expense.

6.0 CONTRACTOR PERSONNEL AND EQUIPMENT

6.1. GENERAL FOREMAN

The Contractor shall ensure that it has supervisory personnel on the property to ensure that all of the Contractor's crews on the property are properly supervised and to provide the interaction and communication with CITY OF SANGER ELECTRIC required by this contract. Such supervisory personnel shall be called "General Foremen" in these specifics.

General Foremen are required to have a valid arborist certification from the International Society of Arboriculture.

6.2. Lift Crews

Lift crews shall consist of three persons, one working Foreman with a CDL, one qualified line clearance tree trimmer with CDL and one trimmer trainee or ground man. Working Foreman and Tree Trimmer shall be qualified tree climbers. A Supervisor is required for the purposes of performing all activities as required such as but not limited to; scheduling, tool repair, truck repair, planning, etc. The Supervisor is required to maintain a cellular telephone at all times.

All lift crews shall have the following minimum equipment:

- A. One bucket truck with a minimum 50-foot insulated boom with a 55-foot minimum working height from ground to bottom of bucket with chip box, certified for live-line work, complete with a chipper width 12-inch cutting bar, 10 cubic yard covered dump box, and equipped with such other equipment necessary to safely perform all types of work required by this contract in accordance with all applicable laws.
- B. One 12' or larger drum chipper or disk type chipper capable of blowing chips into the dump box.

6.3. Manual Crews

Manual crews shall consist of at least two persons. All manual crews shall have the following minimum equipment:

- A. One split dump, equipped with such other equipment necessary to safely perform all types of work required by this contract in accordance with all applicable laws.
- B. One 12' or larger drum chipper or disk-type chipper capable of blowing chips into the dump box.
- C. All vehicles and equipment shall be in good working condition, kept clean and organized at all times, maintaining a professional appearance. The average age of the Contractor fleet, excluding pickup trucks and other light vehicles, shall not exceed five (5) years. No lift truck shall be older than five (5) years old and no split dump or chipper shall exceed seven (7) years.
- D. Standard equipment shall include at a minimum: working chainsaws in various sizes depending on the work at hand; ropes, saddles and all other necessary climbing gear (for all crews, including lift trucks); pole pruners, hydraulic chain saw or "stick saws" for lift trucks; brush saws if appropriate for the working conditions' herbicide and appropriate applicator equipment; and any hand tools, spare equipment and spare parts necessary for safe, efficient operations.

- E. Chipper with 12-inch cutting bar (minimum) 10 cubic yard covered dump body that is a model year 2000 or newer model, and other equipment listed for brush pick up crews. Working foreman shall be a qualified tree climber.
- F. Equipment Required: One (1) set of climbing hooks, chain saws, one (1) 14" with manufactures specified engine and one (1) 24" with manufactures specified engine; ropes: (1) ½" with 100' and one (1) ¾" with 200' or more, hand sprayer (1 gallon minimum), broom, rake, shovel, gas powered blower, work signs, traffic cones.
- G. All trucks and chippers shall clearly display Contractor for Sanger Electric Municipal Electric makings (Provided by CITY OF SANGER ELECTRIC) and vehicle numbers. Truck markings should be visible from either side. Also, the markings should at least be large enough to be legible from a distance commonly encountered in traffic, i.e., several car lengths or across a four-lane intersection.
- H. All trucks, chippers, and equipment will park off- site, equipment will not be parked over night on City of Sanger Electric property. Off- site parking will be furnished by the contractor.

7.0 Contractor's Employee Appearance and Conduct

- 7.1. Contractor's employees shall maintain professional conduct and neat appearance at all times and shall wear clothing (such as T-shirts, sweatshirts, jackets, etc.) displaying Contractor's color and/or emblem. Each employee shall wear a hard hat clearly displaying the employee's emblem.
- 7.2. Contractor's employees shall adhere to the following guidelines. However, the following guidelines are neither intended to be nor should they be considered to be inclusive.
 - 1. Crews shall be courteous to customers at all times.
 - 2. Crews shall not engage in "horseplay" while at work.
 - 3. Crews shall refrain from using language that is profane, boisterous, derogatory, racial, or of an ethnic nature
 - 4. Crews shall refrain from displaying sexually suggestive objects or pictures, racial, or magazines, calendars or posters.
 - 5. Crews shall not use customers' property (i.e. patios, picnic tables, etc) for breaks.
 - 6. Crews shall not leave refuse from lunches, etc. on private property or public property.
 - 7. Crew members shall not enter customer's house.
 - 8. Crews shall refrain from climbing over or standing on any fence, garage, and tool shed, etc. Unless absolutely necessary to access work, and only when it can be done safely without damaging the customer's property.
- 7.3. Contact List
The Contractor shall provide CITY OF SANGER ELECTRIC, as needed, a list of all General Foremen, crew foreman, and the phone numbers where each can be contacted, including pagers, beepers, cell phones, and home telephone. All General Foremen shall carry cellular phones that are in good working order.
- 7.4. Prohibition against Solicitation

The Contractor's employees shall not solicit any private work, including tree work while performing work pursuant to this contract.

8.0. Customer Relations

8.1. Customer Notification

All attempts shall be made to contact the private property owner, and any municipality, state, or federal agency in person. If attempt cannot be made in person, a door cards will be left on the property indicating the work to be perform. Door cards shall be placed by the contractor before the scheduled work is to begin.

8.2. Customer Complaints

All complaint resolution is the responsibility of the contractor. Complaints will be corrected to CITY OF SANGER ELECTRIC's reasonable satisfaction, at the contractor's expense. The appropriate Line Clearance Supervisor will be informed of all complaints on the next regular workday. The contractor shall notify CITY OF SANGER ELECTRIC when a complaint is resolved. CITY OF SANGER ELECTRIC will notify the contractor of complaints CITY OF SANGER ELECTRIC receives directly. Complaints received after job completion are also the responsibility of the contractor and shall be resolved as stated above. Failure to do so will result in exclusion from consideration for future work and possible payment withholding.

The Contractor shall notify CITY OF SANGER ELECTRIC, in writing, within one (1) working day of any damage complaint received, regardless of cause or extent of damage. Contractor shall keep CITY OF SANGER ELECTRIC informed of the status of each complaint and of any settlement made.

Contractor shall respond to all customer claims within one (1) working day of notification by either the customer or CITY OF SANGER ELECTRIC and attempt to settle all claims within ten (10) working days after the initial response to the claim. Contractor shall provide CITY OF SANGER ELECTRIC with weekly status reports for those claims not resolved within this timeframe, to include all efforts taken to resolve said claims.

All damage claims are the responsibility of the contractor. In addition, the contractor is responsible for all damage to CITY OF SANGER ELECTRIC facilities resulting from their work, including labor and material costs associated with system repair.

If, in CITY OF SANGER ELECTRIC's opinion, Contractor fails to take all reasonable efforts to resolve a customer claim, CITY OF SANGER ELECTRIC shall resolve and charge back all costs of settlement, including reasonable attorney fees and administrative costs, to the Contractor.

8.3. Customer Refusals

Under circumstances where the customer will not allow proper clearance, or where a customer problem is anticipated, the contractor shall use good judgment in trying to come to an understanding and communicating the importance of obtaining proper line clearance with the customer. The contractor shall contact the appropriate CITY OF SANGER ELECTRIC line clearance representative and provide written documentation and customer information.

8.4. **Media Notifications**

The contractor shall not make any verbal or written statement to any press or news media relative to the work under this contract without first obtaining specific written approval from the CITY OF SANGER ELECTRIC.

The undersigned hereby declares: To have carefully examined the contract documents, including all addenda; Have a clear understanding of said documents and premises; Propose to provide the necessary tools, machinery, apparatus and other means of maintenance; and to furnish all labor, materials and services specified in the contract or called for in the contract documents for the lump sum prices as indicated below.

CONTRACT TIME: The proposer agrees, if awarded the Contract, to commence work within ten (10) calendar days after receipt of a notice of award or in accordance with the schedule provided by owner. The term of this agreement shall be for one (1) year, beginning on the date of the Notice to Proceed. This agreement may be extended for up to four (4) additional one (1) year periods, subject to the approval of the Contractor and the City.

DOCUMENTS: Each proposer by submittal of their RFP response represents and warrants that they are satisfied as to the requirements and provisions of the contract for this project and the documents describing the scope of work.

_____	_____
SIGNATURE	Date

NAME & TITLE	
_____	_____
FEDERAL EMPLOYER’S IDENTIFICATION NO.	STATE EMPLOYER’S REGISTRATION NO.

9.0 DEMONSTRATION OF EXPERIENCE

Years in business under present business name: _____

Total years of experience in work of the type called for in this contract (janitorial services):

List in table below the contracts of similar scope and scale to the City's RFP has your organization completed. List most recent FIRST:

Contract Amount	Type of Work	Date Completed	Owner's Name & Contact Info

List in the table below what contracts your organization currently has:

Contract Amount	Type of Work	Projected Date of Completion	Owner's Name & Contact Info

Have you ever failed to complete any contract awarded to you?

__Yes_No.

If “Yes”, state where and why.

Are you at present in any major litigation or lawsuits involving work of any type?

__Yes_No.

If “Yes”, explain:

Explain in detail the manner in which you have inspected the work proposed in this contract:

11.0 VENDOR PROFILE

Company Name or D/B/A: _____

Telephone Numbers:

Phone: _____

Fax: _____

If there is no toll free number, does the company accept collect calls? _____

Contacts:

Corporate Contact for this Proposal:

Name: _____

Address: _____

City, State, Zip: _____

Phone: _____ Fax: _____

E-mail: _____

Website: _____

If local contact is the same as corporate contact, check here

Local Contact for this Proposal:

Name: _____

Address: _____

City, State, Zip: _____

Phone: _____ Fax: _____

E-mail: _____

Number of years company has been in business under this name: _____

Other company names used with dates, from/to: _____

12.0 PROPOSAL RESPONSE FORM

By signing and submitting this proposal, Proposer acknowledges that they have inspected the specifications, are capable and willing to perform and/or provide the required services and/or products, and shall complete this project within the amount of time and dollar amount specified. The undersigned certifies that the prices contained in this Proposal have been carefully checked and submitted as correct and final. All unit prices include the cost of delivery. The undersigned is authorized to bind themselves or the entity they represent to a contract.

_____ An individual proprietorship _____ A partnership

_____ A corporation chartered under the laws of the State of _____, acting by its officers pursuant to its by-laws or a resolution of its Board of Directors

Signature: _____

Printed Name: _____

Title: _____

Date: _____

13.0 REFERENCES

Proposer shall submit a list of at least three (3) references for which Proposer has provided like products or services. References will include contact name and telephone number. Proposals submitted without three references may be disqualified from consideration. Cedar Park/Austin area references are preferred.

Company: _____

Contact name: _____ Phone number: _____

Email: _____

Company: _____

Contact name: _____ Phone number: _____

Email: _____

Company: _____

Contact name: _____ Phone number: _____

Email: _____

15.0 RELEASE AND INDEMNIFICATION

TO THE MAXIMUM EXTENT PERMITTED BY LAW, PROPOSER HEREBY AGREES AND CONSENTS FOR ITSELF, INDIVIDUALLY, AND ON BEHALF OF THE BUSINESS ENTITY, TO FULLY AND UNCONDITIONALLY RELEASE, INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY OF SANGER, TEXAS, INCLUDING ITS OFFICERS, AGENTS AND EMPLOYEES, AND TO DEFEND AND HOLD IT HARMLESS FROM AND AGAINST ANY AND ALL COSTS, EXPENSES, ATTORNEY FEES, CLAIMS, SUITS, DEMANDS, LOSSES, OR LIABILITY FOR INJURIES TO REAL OR PERSONAL PROPERTY AND INJURIES TO PERSONS INCLUDING DEATH, INCLUDING PROPOSER'S EMPLOYEES, AFFILIATES, REPRESENTATIVES, PARTNERS, AGENTS, OR THOSE WORKING ON PROPOSER'S BEHALF, FROM ANY AND ALL OTHER COSTS, EXPENSES, ATTORNEY FEES, CLAIMS, SUITS, DEMANDS, LOSSES OR LIABILITIES OF ANY AND EVERY NATURE WHATSOEVER ARISING IN ANY MANNER, DIRECTLY OR INDIRECTLY, OUT OF OR IN CONNECTION WITH ANY CONTRACT AWARDED PURSUANT TO THIS RFP AND IN THE PERFORMANCE THEREOF. THIS PROVISION SHALL APPLY TO ALL IMPUTED OR ACTUAL JOINT ENTERPRISE AND JOINT VENTURE LIABILITY, IF ANY.

Signature: _____

Printed Name: _____

Title: _____

Date: _____

16.0 NON-COLLUSION ACKNOWLEDGEMENT

The undersigned Proposer affirms that they are duly authorized to execute this Proposal, that this company, corporation, firm, partnership or individual has not prepared this Proposal in collusion with any other Proposer, and that the contents of this Proposal as to prices, terms and conditions thereof have not been communicated by the undersigned Proposer, nor by Proposer's employee, affiliate, representative, partner, subcontractor, or agent, to any other individual or entity engaged in this type of business prior to the official opening of this RFP.

Company Name: _____

Signature of Company Officer: _____

Company Officer Printed Name: _____

Title _____

17.0 SUSPENSION OR DEBARMENT CERTIFICATE

Non-Federal entities are prohibited from contracting with or making subcontract awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement for goods or services equal to or in excess of \$100,000.00. Contractors receiving individual awards for \$100,000.00 or more and all subcontract recipients must certify that the organization and its principals are not suspended or debarred.

By submitting this offer and signing this certificate, Proposer certifies that no suspension or disbarment is in place, which would preclude receiving a federally funded contract under the Federal OMB, A-102, Common Rule.

Company Name: _____

Signature of Company Officer: _____

Company Officer Printed Name: _____

Title _____

18.0 COOPERATIVE PURCHASING

Interlocal Cooperative Contracting/Purchasing:

Authority for local governments to contract with one another to perform certain governmental functions and services, including but not limited to purchasing functions, is granted under Government Code, Title 7, Chapter 791 interlocal Cooperation Contracts, Subchapter B and Subchapter C, and Local Government Code, Title 8, Chapter 271, Subchapter F, Section 271.101 and Section 271.102.

Other governmental entities within the State of Texas may be extended the opportunity to purchase off of the City of Sanger’s RFP, with the consent and agreement of the successful Proposer(s) and the City of Sanger. Such consent and agreement shall be conclusively inferred from lack of exception to this clause in Proposer’s Proposal. However, all parties indicate their understanding and all parties hereby expressly agree that the City of Sanger is not an agent of, partner to, or representative of those outside agencies or entities and that the City of Sanger is not obligated or liable for any action or debts that may arise out of such independently-negotiated cooperative procurements.

Cooperative Governmental Purchasing:

Other governmental entities utilizing interlocal agreements with the City of Sanger, may desire, but are not obligated, to purchase goods and services defined in this Proposal from the successful Proposer. All purchases by governmental entities, other than the City of Sanger, will be billed directly to and paid by that governmental entity. The City of Sanger will not be responsible for other governmental entities debts. Each governmental entity will place their own orders with the successful Proposer and be responsible for ensuring full compliance with the specifications.

Prior to other governmental entities placing orders, the City of Sanger will notify the successful Proposer of their intent.

Please indicate below if you will permit other governmental entities to purchase from your agreement with the City of Sanger.

Yes, others can purchase; No, only the City of Sanger can purchase.

Signature: _____

Printed Name: _____

Title: _____

Date: _____

19.0 BOYCOTTS

1. Compliance with HB 89. A person or business that contracts with Sanger or who seeks to contract with the City shall not boycott Israel at any time while providing products or services to the City of Sanger. This requirement does not apply to companies with fewer than ten full time employees; or contracts that are less than \$100,000.00.

Yes, we agree No, we do not agree N/A

2. Respondent verifies that it does not boycott energy companies and will not boycott energy companies during the term of this contract, as those terms are defined by Chapter 2274, Government Code. This requirement does not apply to companies with fewer than ten full time employees; or contracts that are less than \$100,000.00.

Yes, we agree No, we do not agree N/A

3. Respondent verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of this contract against a firearm entity or firearm trade association, as those terms are defined by Chapter 2274, Government Code. This requirement does not apply to companies with fewer than ten full time employees; or contracts that are less than \$100,000.00.

Yes, we agree No, we do not agree N/A

4. Compliance with SB 252. A person or business that contracts with Sanger or who seeks to contract with the City shall not do business with Iran, Sudan or a foreign terrorist organization while providing products or services to the City of Sanger.

Yes, we agree No, we do not agree

20.0 CONFLICTS OF INTEREST

The Texas Ethics Commission adopted the attached Conflict of Interest Questionnaire (Form CIQ) pursuant to Texas Local Government Code Chapter 176, as amended. For questions about these forms, please see the Texas Ethics Commission at:

<https://ethics.state.tx.us/forms/CIQ.pdf>

Proposer shall answer each question in the attached Form CIQ in relation to the following individuals and submit a completed form with its Proposal:

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

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

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

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

OFFICE USE ONLY

Date Received

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

1 Name of vendor who has a business relationship with local governmental entity.

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

3 Name of local government officer about whom the information is being disclosed.

Name of Officer

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

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

Yes No

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

Yes No

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

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

7 Signature of vendor doing business with the governmental entity Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;
or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

Request for Taxpayer Identification Number and Certification

Item 1.

 Give Form to
 requester. Do not
 send to the IRS.

Print or type
 See Specific instructions on page 2.

Name (as shown on your income tax return) _____

Business name/disregarded entity name, if different from above _____

Check appropriate box for federal tax classification:

Individual/sole proprietor C Corporation S Corporation Partnership Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____

Exempt payee

Other (see instructions) ▶ _____

Address (number, street, and apt. or suite no.) _____

Requester's name and address (optional) _____

City, state, and ZIP code _____

List account number(s) here (optional)

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Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number

- -

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Employer identification number									

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶ _____	Date ▶ _____
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

is not subject to the withholding tax on foreign partners' share of effectively connected income.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or

- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,
- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Disregarded entity. Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

Note. Check the appropriate box for the federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "limited liability company" box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/disregarded entity name" line.

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/disregarded entity name," sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
 2. The United States or any of its agencies or instrumentalities,
 3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
 4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
 5. An international organization or any of its agencies or instrumentalities.
- Other payees that may be exempt from backup withholding include:
6. A corporation,
 7. A foreign central bank of issue,
 8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
 9. A futures commission merchant registered with the Commodity Futures Trading Commission,
 10. A real estate investment trust,
 11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
 12. A common trust fund operated by a bank under section 584(a),
 13. A financial institution,
 14. A middleman known in the investment community as a nominee or custodian, or
 15. A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 7 ²

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

Signature requirements. Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹ The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ⁴
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

The undersigned affirms that he/she has read and understands the specifications, terms, and conditions, all exhibits and attachments contained herein and that they are duly authorized to execute this response to the Request for Proposal.

Signature

Company

Date

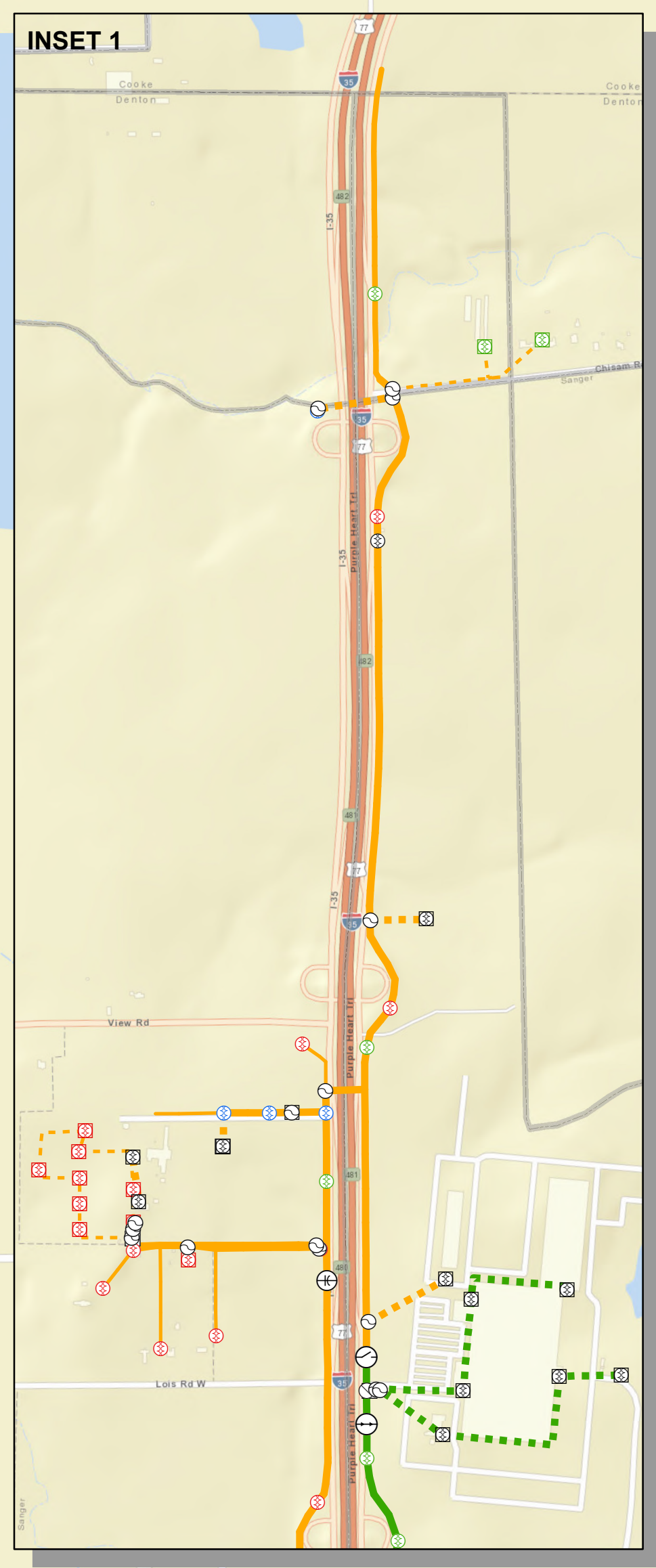
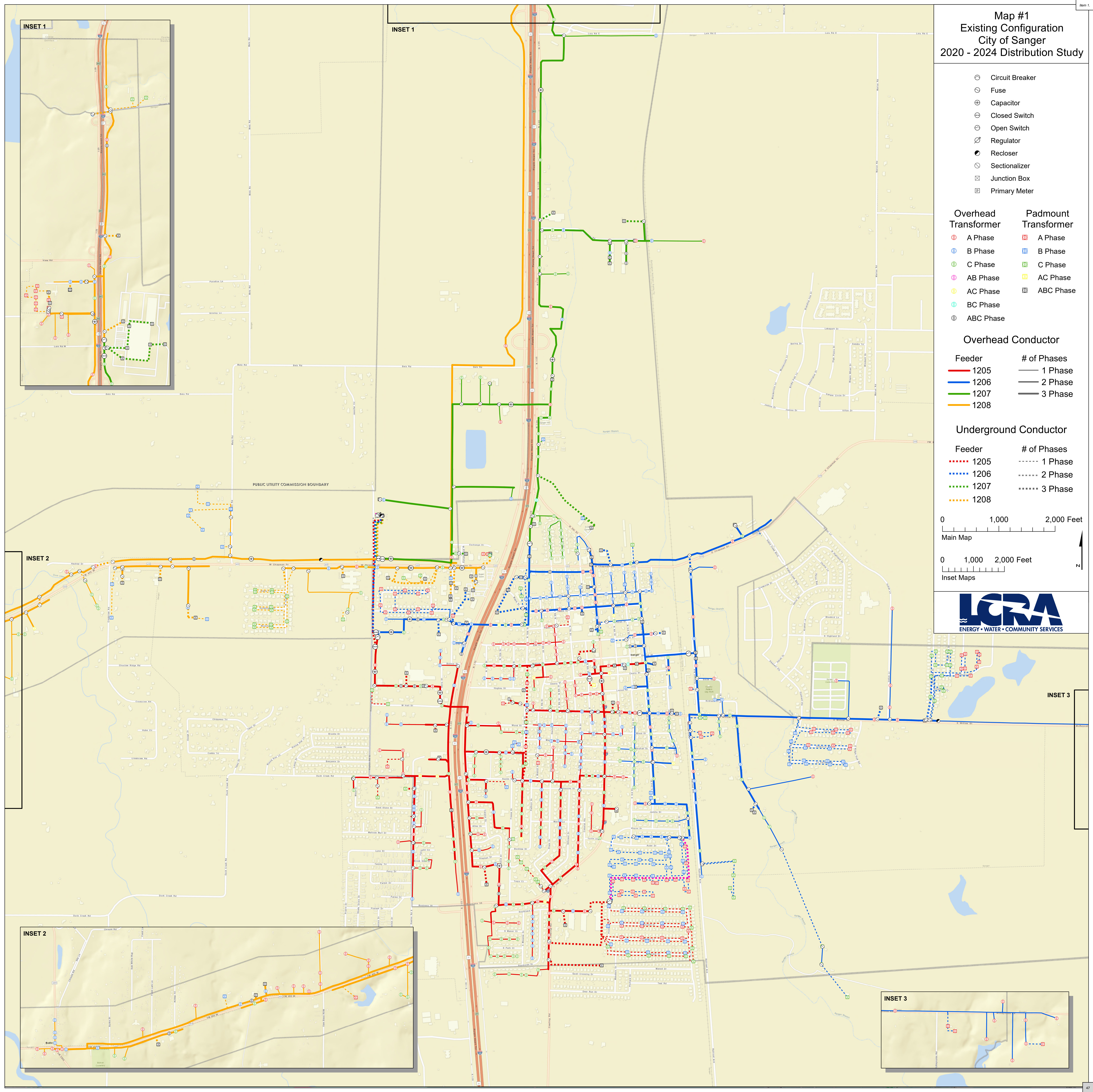
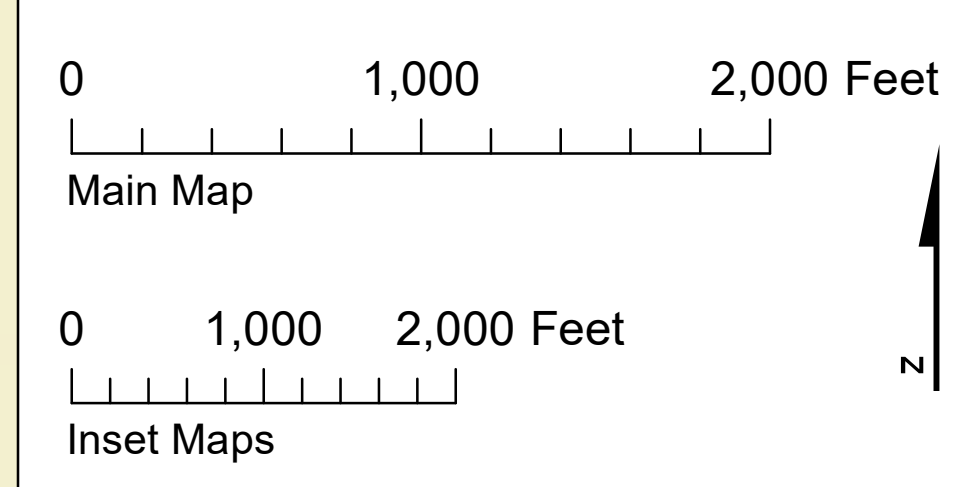
Map #1
Existing Configuration
City of Sanger
2020 - 2024 Distribution Study

- Circuit Breaker
- Fuse
- ⊕ Capacitor
- ⊖ Closed Switch
- ⊕ Open Switch
- ⊗ Regulator
- Recloser
- ◇ Sectionalizer
- ⊠ Junction Box
- ⊡ Primary Meter

- | Overhead Transformer | Padmount Transformer |
|----------------------|----------------------|
| ⊙ A Phase | ⊙ A Phase |
| ⊙ B Phase | ⊙ B Phase |
| ⊙ C Phase | ⊙ C Phase |
| ⊙ AB Phase | ⊙ AC Phase |
| ⊙ AC Phase | ⊙ ABC Phase |
| ⊙ BC Phase | |
| ⊙ ABC Phase | |

- Overhead Conductor**
- | Feeder | # of Phases |
|--------|-------------|
| — 1205 | — 1 Phase |
| — 1206 | — 2 Phase |
| — 1207 | — 3 Phase |
| — 1208 | |

- Underground Conductor**
- | Feeder | # of Phases |
|--------|-------------|
| ⋯ 1205 | ⋯ 1 Phase |
| ⋯ 1206 | ⋯ 2 Phase |
| ⋯ 1207 | ⋯ 3 Phase |
| ⋯ 1208 | |



INSET 1

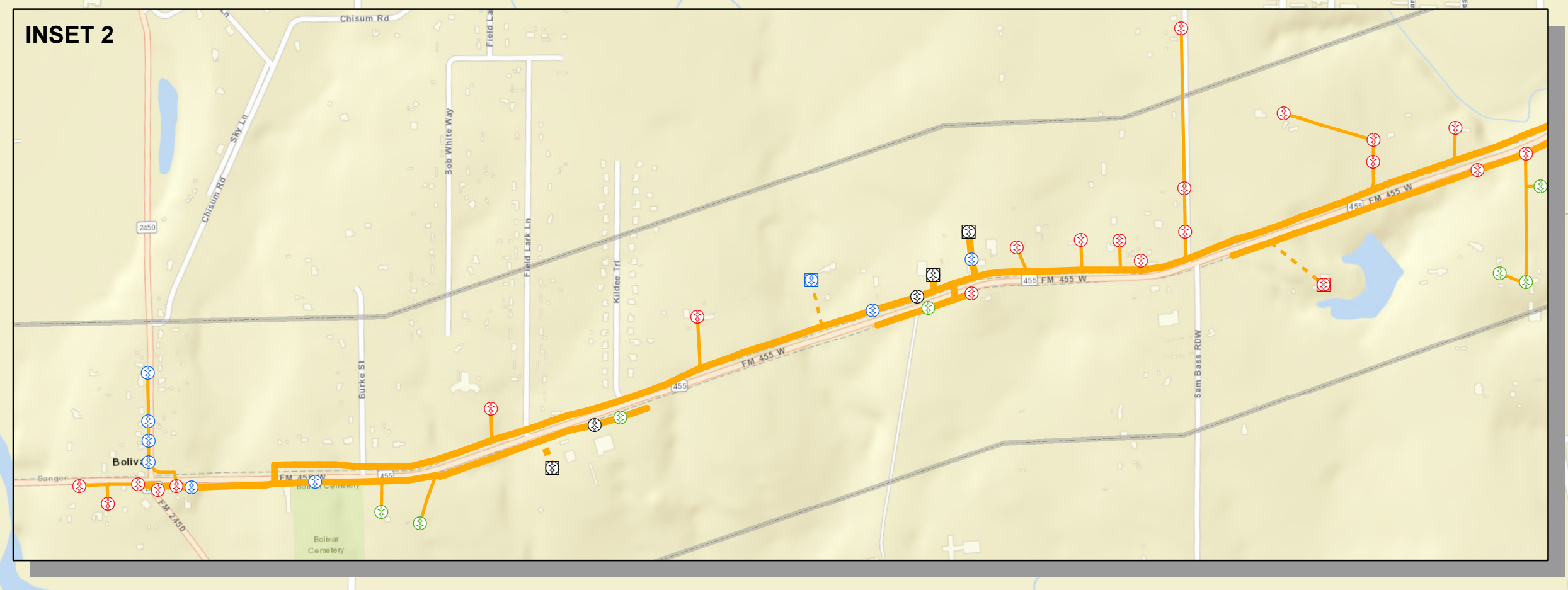
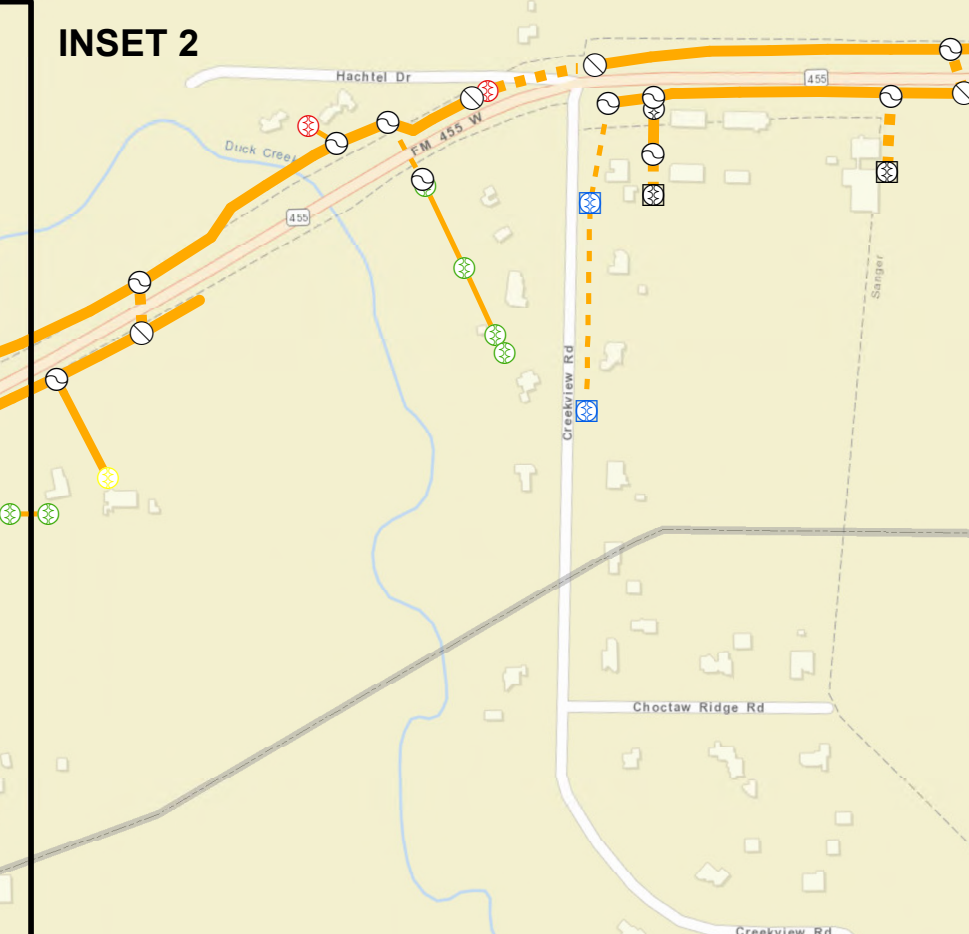


Exhibit 1

Proposer's Name: _____

RFP-2025-02 Pricing Sheet Electric Utility Line Tree Trimming Services

The respondent shall complete the following section, which directly corresponds to Section I - Scope of Services, and Section VI, Payment and Performance Requirements. The contractor shall not make changes to this format.

SECTION I- DESIGNATED CIRCUIT TRIMMING: Furnish all supervision, labor, traffic control personnel, material, supplies, tools, equipment and transportation to trim and remove trees, brush, and vines as needed to comply with City of Sanger Electric Tree Trimming Specifications

Item	UOM	Type of Service Requested	Circuit Total
A	The lump-sum Bid: Each independent feeder circuit of work shall include all costs as required to complete the work in its entirety including but not limited to supervision, labor, equipment, materials, overhead, profit, insurance, traffic control, clean-up, repair of damages to public/private property, and all incidentals thereto. . All poles will have a minimum 5' of clearance around the bottom of the pole.		
1	LS	Circuit (your circuit numbers or identification)	
2	LS	Circuit	
3	LS	Circuit	
4	LS	Circuit	
5	LS	Circuit	
6	LS	Circuit	
7	LS	Circuit	
8	LS	Circuit	
9	LS	Circuit	
10	LS	Circuit	
11	LS	Circuit	
12	LS	Circuit	
B	Tree Removal Rates: To be utilized at sole discretion of City of Sanger Electric to have contract crews while working on the associated circuit to remove entire trees as identified by City of Sanger Electric.		
Item	UOM	Tree Diameter	Removal Rate
1	EA	3" - 6" Dbh	
2	EA	> 6" - 12" Dbh	
3	EA	> 12" - 18" Dbh	
4	EA	> 18" Dbh	
5	EA	> 18-24" Dbh	
6	EA	> 24-30" Dbh	
* Any tree removal over 30" goes to hourly rates based on hourly crew rate*			

<u>C</u>	<p>Herbicide Applications: The company making the application is responsible for the purchase, storage, record keeping and disposal of herbicides. Herbicides will only be applied by qualified applicators. Herbicide crews, tree crews, and mowing crews are required to have at least one individual on the crew at all times, who is qualified to apply herbicides. A qualified applicator is an individual who has been trained regarding the product and application method, and meets any federal, state, and local laws and regulations. This individual may be required to hold a certified applicators license, or be under the direct supervision of a certified applicator. This will depend upon state laws and regulations where the application is made. Supervisors of qualified applicators are required to hold a certified applicators license in the state or states in which they supervise crews. A marking agent (die) will be mixed with and used on applications to mark where herbicide has been applied.</p>		
Item	UOM	Application	Application Rate
1	Gal	Herbicide Application - Price per gallon.	
2	HR	Herbicide Spray Rig - rate to include all operational costs. (Operator, fuel, permits and maintenance)	

PRICES SHALL INCLUDE DELIVERY, FOB DESTINATION

SECTION II - HOT SPOT/EMERGENCY ELECTRIC UTILITY TREE TRIMMING SERVICES Furnish all supervision, labor, traffic control personnel, material, supplies, tools, equipment and transportation to trim and remove trees, brush, and vines as needed to comply with City of Sanger Electric Tree Trimming Specifications for distribution lines up to 25KV.

Item	UOM	Type of Service Requested	Hourly Rate
<u>A</u>		<p>Aerial Lift Crew Rate: Hourly labor and equipment for 55' minimum ariel working height with one crew with three persons (one working Foreman with CDL, one qualified line clearance tree trimmer with CDL and one trimmer trainee or groundman)</p>	
1	HR	One Crew at Standard hourly rate (with 8 hours advance notice)	
2	HR	One Crew at Emergency hourly rate(with less than 8 hours notice)	
<u>B</u>		<p>Trim and Brush Pick-up Rate: Hourly labor and equipment for one crew with two persons (one working foreman with CDL and one ground man)</p>	
1	HR	One Crew at Standard hourly rate	
2	HR	One Crew at Overtime hourly rate	
<u>C</u>		<p>Individual Labor and Equipment Rates: Hourly labor or equipment rates as needed</p>	
1	HR	General Foreman/ISA Certified Arborist- standard hourly rate	
2	HR	General Foreman/ISA Certified Arborist- overtime hourly rate	
3	HR	Foreman Tree Trimmer (climbing) - standard hourly rate	
4	HR	Foreman Tree Trimmer (climbing)- overtime hourly rate	
5	HR	Line Clearance Trainee or Groundman/Flagman - standard hourly rate	
6	HR	Line Clearance Trainee or Groundman/Flagman - overtime hourly rate	
7	HR	General Foreman Vehicle- standard hourly rate	
8	HR	Equipment Operator (tractor) - standard hourly rate	
9	HR	Equipment Operator (tractor) - overtime hourly rate	
10	HR	Aerial Lift with dump bed and disc chipper 75 foot minimum working height and associated equipment.	
11	HR	Chip Truck, 10 cubic yard covered dump body with disc chipper and associated equipment.	

12	HR	Tractor, WD with bush hog and associated equipment.	
13	HR	Chipper only (DISC only).	
14	HR	Hydro Ax Tree Shredder - Large - rate to include all operational costs. (Operator, fuel, and maintenance)	
15	HR	Hydro Ax Tree Shredder - Small - rate to include all operational costs. (Operator, fuel, and maintenance)	
16	HR	Giraffe All-Terrain Tree Trimmer - rate to include all operational costs. (Operator, fuel, and maintenance)	
17	HR	18 Wheel Tractor Trailer - rate to include all operational costs. (Operator, fuel, permits and maintenance)	

D **Tree Removal Rates: To be utilized at sole discretion of City of Sanger Electric to have contract crews while working on the associated hot spot to remove entire trees as identified by City of Sanger Electric.**

Item	UOM	Tree Diameter	Removal Rate
1	EA	3" - 6" Dbh	
2	EA	> 6" - 12" Dbh	
3	EA	> 12" - 18" Dbh	
4	EA	> 18" Dbh	
5	EA	> 18-24" Dbh	
6	EA	> 24-30" Dbh	

* Any tree removal over 30" goes to hourly rates based on hourly crew rate*

E **Herbicide Applications:** The company making the application is responsible for the purchase, storage, record keeping and disposal of herbicides. Herbicides will only be applied by qualified applicators. Herbicide crews, tree crews, and mowing crews are required to have at least one individual on the crew at all times, who is qualified to apply herbicides. A qualified applicator is an individual who has been trained regarding the product and application method, and meets any federal, state, and local laws and regulations. This individual may be required to hold a certified applicators license, or be under the direct supervision of a certified applicator. This will depend upon state laws and regulations where the application is made. Supervisors of qualified applicators are required to hold a certified applicators license in the state or states in which they supervise crews. A marking agent (die) will be mixed with and used on applications to mark where herbicide has been applied.

Item	UOM	Application	Application Rate
1	Gal	Herbicide Application - Price per gallon.	
2	HR	Herbicide Spray Rig - rate to include all operational costs. (Operator, fuel, permits and maintenance)	

PRICES SHALL INCLUDE DELIVERY, FOB DESTINATION

SECTION III - Distribution Projects/Line Extension Tree Trimming - Furnish all supervision, labor, traffic control personnel, material, supplies, tools, equipment and transportation to trim and remove trees, brush, and vines as needed to comply with City of Sanger Electric Tree Trimming Specifications for distribution lines up to 25KV. . All poles will have a minimum 5' of clearance around the bottom of the pole.

Item	UOM	Type of Service Requested	Hourly Rate
A		Aerial Lift Crew Rate: Hourly labor and equipment for 55' minimum ariel working height with one crew with three persons (one working Foreman with CDL, one qualified line clearance tree trimmer with CDL and one trimmer trainee or groundman)	
1	HR	One Crew at Standard hourly rate (with 8 hours advance notice)	
2	HR	One Crew at Emergency hourly rate(with less than 8 hours notice)	
B		Trim and Brush Pick-up Rate: Hourly labor and equipment for one crew with two persons (one working foreman with CDL and one ground man)	
1	HR	One Crew at Standard hourly rate	
2	HR	One Crew at Overtime hourly rate	

<u>C</u>		Individual Labor and Equipment Rates: Hourly labor or equipment rates as needed	
1	HR	General Foreman/ISA Certified Arborist- standard hourly rate	
2	HR	General Foreman/ISA Certified Arborist- overtime hourly rate	
3	HR	Foreman Tree Trimmer (climbing) - standard hourly rate	
4	HR	Foreman Tree Trimmer (climbing)- overtime hourly rate	
5	HR	Line Clearance Trainee or Groundman/Flagman - standard hourly rate	
6	HR	Line Clearance Trainee or Groundman/Flagman - overtime hourly rate	
7	HR	General Foreman Vehicle- standard hourly rate	
8	HR	Equipment Operator (tractor) - standard hourly rate	
9	HR	Equipment Operator (tractor) - overtime hourly rate	
10	HR	Aerial Lift with dump bed and disc chipper 75 foot minimum working height and associated equipment.	
11	HR	Chip Truck, 10 cubic yard covered dump body with disc chipper and associated equipment.	
12	HR	Tractor, WD with bush hog and associated equipment.	
13	HR	Chipper only (DISC only).	
14	HR	Hydro Ax Tree Shredder - Large - rate to include all operational costs. (Operator, fuel, and maintenance)	
15	HR	Hydro Ax Tree Shredder - Small - rate to include all operational costs. (Operator, fuel, and maintenance)	
16	HR	Giraffe All-Terrain Tree Trimmer - rate to include all operational costs. (Operator, fuel, and maintenance)	
17	HR	18 Wheel Tractor Trailer - rate to include all operational costs. (Operator, fuel, permits and maintenance)	
<u>D</u>	Tree Removal Rates: To be utilized at sole discretion of City of Sanger Electric to have contract crews while working on the associated project to remove entire trees as identified by City of Sanger Electric.		
Item	UOM	Tree Diameter	Removal Rate
1	EA	3" - 6" Dbh	
2	EA	> 6" - 12" Dbh	
3	EA	> 12" - 18" Dbh	
4	EA	> 18" Dbh	
5	EA	> 18-24" Dbh	
6	EA	> 24-30" Dbh	
* Any tree removal over 30" goes to hourly rates based on hourly crew rate*			
<u>E</u>	Herbicide Applications: The company making the application is responsible for the purchase, storage, record keeping and disposal of herbicides. Herbicides will only be applied by qualified applicators. Herbicide crews, tree crews, and mowing crews are required to have at least one individual on the crew at all times, who is qualified to apply herbicides. A qualified applicator is an individual who has been trained regarding the product and application method, and meets any federal, state, and local laws and regulations. This individual may be required to hold a certified applicators license, or be under the direct supervision of a certified applicator. This will depend upon state laws and regulations where the application is made. Supervisors of qualified applicators are required to hold a certified applicators license in the state or states in which they supervise crews. A marking agent (die) will be mixed with and used on applications to mark where herbicide has been applied.		
Item	UOM	Application	Application Rate
1	Gal	Herbicide Application - Price per gallon.	
2	HR	Herbicide Spray Rig - rate to include all operational costs. (Operator, fuel, permits and maintenance)	

PRICES SHALL INCLUDE DELIVERY, FOB DESTINATION

Exhibit 2

Proposer's Name: _____

DESIGNATED CIRCUIT TRIMMING: Site Drawings

1	Circuit # (Your Circuit Numbers or Identification)
2	Circuit #
3	Circuit #
4	Circuit #
5	Circuit #
6	Circuit #
7	Circuit #
8	Circuit #
9	Circuit #
10	Circuit #
11	Circuit #
12	Circuit #

PRICES SHALL INCLUDE DELIVERY, FOB DESTINATION

Expedited Payment Discounts

Please provide the payment discounts below you may be able to pass on to benefit the City. additional discount extended to each monthly invoice that is paid within the time period indicated below. (Not sure if you offer this, delete if not)

Payment Terms	Additional Discount %
Invoice Paid in 20 days	
Invoice Paid in 15 days	
Invoice Paid in 10 days	

The lump-sum Bid for each independent feeder circuit of work shall include all costs as required to complete the work in its entirety including but not limited to supervision, labor, equipment, materials, overhead, profit, insurance, traffic control, clean-up, repair of damages to public/private property, and all incidentals thereto.



CITY COUNCIL COMMUNICATION

DATE: March 3, 2025

FROM: Kelly Edwards, City Secretary

AGENDA ITEM: Consideration and possible action on the minutes from the February 18, 2025, 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 meeting on February 18, 2025.

ATTACHMENTS:

City Council minutes

CITY COUNCIL MEETING MINUTES



FEBRUARY 18, 2025, 6:00 PM

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

CALL THE WORK SESSION TO ORDER AND ESTABLISH A QUORUM

Mayor Muir called the work session to order at 6:01 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, City Secretary Kelly Edwards, City Attorney Hugh Coleman, Director of Human Resources and Special Projects Jeriana Staton-Hemb, and Police Chief Tyson Cheek.

EXECUTIVE SESSION

Pursuant to the Open Meetings Act, Chapter 551, the City Council Will Meet in a Closed Executive Session in Accordance with the Texas Government Code:

Section 551.074. PERSONNEL MATTERS

For deliberations regarding the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee.

- City Attorney

Council convened into executive session at 6:02 p.m.

RECONVENE INTO WORK SESSION

Council reconvened into open session at 7:07 p.m.

OVERVIEW OF ITEMS ON THE REGULAR AGENDA

No discussion.

ADJOURN THE WORK SESSION

There being no further business, Mayor Muir adjourned the work session at 7:07 p.m.

CALL THE REGULAR MEETING TO ORDER AND ESTABLISH A QUORUM

Mayor Muir called the regular meeting to order at 7:08 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, City Secretary Kelly Edwards, City Attorney Hugh Coleman, Director of Development Services Ramie Hammonds, Director of Public Works Jim Bolz, Director of Human Resources and Special Projects Jeriana Staton-Hemb, Library Director Laura Klenke, and Police Chief Tyson Cheek.

INVOCATION AND PLEDGE

Councilmember Chick gave the Invocation. The Pledge of Allegiance was led by Councilmember Barrett.

CITIZENS COMMENTS

Kendall Kuykendall spoke regarding the Sanger Family Medical Clinic and the process of completing the facility.

REPORTS

1. Annual presentation and overview of library department operations.

Director Klenke provided a presentation and overview of the Library.

Discussion ensued regarding the consortium loan book program.

CONSENT AGENDA

2. Consideration and possible action on the minutes from the February 3, 2025, meeting.
3. Consideration and possible action to purchase 90 Water Meters and Smart Point Radios from Aqua Metric for a total cost of \$55,705.50, utilizing Houston-Galveston Area Council (H-GAC).
4. Consideration and possible action on authorizing staff to issue Invitation to Bid for additional blower at the Sanger Wastewater Treatment Plant.
5. Consideration and possible action on a Final Plat of Blue Star Phase 2, being approximately 14.2225 acres of land described as A1066A J.M.A. RUIZ, TR 12 and 12A, within the City of Sanger, generally located east of I-35 and approximately 1746 feet south of Chisum Rd.
6. Consideration and possible action on FM 455/I-35 aesthetics relating to the construction and mounting of City Seals authorizing the City Manager to execute the Texas Department of Transportation Change Order Third Party Funding Notification in the amount of \$327,533.64.
7. Consideration and possible action on the Final Plat of the Belz Road Retail Addition Phase 1 – Multi-Family, being 17.33 acres described as HENRY TIERWESTER SURVEY, ABSTRACT NO. 1241, BLOCK A, LOT 3, located in the City of Sanger and generally located on the west side of North Stemmons Frwy at the intersection of West Chapman Dr and North Stemmons Frwy.

Motion to approve made by Councilmember Barrett, Seconded by Councilmember Gann.

Ayes: Barrett, Bilyeu, Chick, Dillon, and Gann.

Nays: None

Motion passed unanimously.

FUTURE AGENDA ITEMS

None.

INFORMATIONAL ITEMS

- 8. Republic Collection Reports - July | August | September 2024

EXECUTIVE SESSION

Pursuant to the Open Meetings Act, Chapter 551, the City Council Will Meet in a Closed Executive Session in Accordance with the Texas Government Code:

Section 551.074. PERSONNEL MATTERS

For deliberations regarding the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee.

- City Attorney

Council convened into executive session at 7:47 p.m.

RECONVENE INTO REGULAR SESSION

Council reconvened into open session at 8:54 p.m.

Motion to approve the contract as discussed with the City Attorney made by Councilmember Chick, Seconded by Councilmember Gann.

Ayes: Chick, Dillon, and Gann.

Nays: Barrett and Bilyeu

Motion passed 3-2-0.

ADJOURN

There being no further business, Mayor Muir adjourned the meeting at 8:55 p.m.

Thomas E. Muir, Mayor

Kelly Edwards, City Secretary

PROJECT MANUAL
FOR
CITY OF SANGER, TEXAS

PORTER PARK POND REHABILITATION

**PORTER SPORTS PARK
2100 IH-35 FRONTAGE RD
SANGER, TX 76266**

Prepared by:

Halff
2601 Meacham Boulevard, Suite 600
Fort Worth, Texas 76137

Parks and Recreation
City of Sanger
201 Bolivar Street
Sanger, Texas 76266

PRELIMINARY	
FOR INTERIM REVIEW ONLY	
<small>THESE DOCUMENTS ARE FOR INTERIM REVIEW AND NOT INTENDED FOR REGULATORY APPROVAL, PERMIT, BIDDING OR CONSTRUCTION PURPOSES. THEY WERE PREPARED BY OR UNDER THE SUPERVISION OF:</small>	
SAMSON R. LOTIGO	149676
<small>NAME</small>	<small>PE LICENSE NO.</small>
1/23/2025	
<small>DATE</small>	
TBPELS ENGINEERING FIRM #F-312	TX
<small>FIRM / BUSINESS NO.</small>	<small>STATE</small>

January 23, 2025

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SECTION AB
ADVERTISEMENT FOR BIDS

SECTION AB
ADVERTISEMENT FOR BIDS

ADVERTISEMENT FOR BIDS

City of Sanger

1. Sealed bids in duplicate addressed to the City of Sanger, Texas for **Porter Park Pond Rehabilitation, for the City of Sanger, Texas**, hereinafter called the "the Project" to be constructed in accordance with the plans, specifications and contract documents prepared by Halff will be received at the office of the Director of Parks and Recreation of the City of Sanger, Texas, at 201 Bolivar Street, Sanger, Texas 76266, until **TIME** on **DATE**. Bids received by the appointed time will be opened thereafter and read aloud. Any bids received after closing time will be returned unopened.

2. A Pre-Bid Conference will be held at **TIME** on **DATE**, at the Sanger Parks and Recreation offices at 201 Bolivar Street, Sanger, Texas 76266. As part of the Pre-Bid Conference, City representatives will escort prospective bidders to the Project site after a general question and answer session is completed. The Pre-Bid Conference is not mandatory; however, anyone submitting a bid without attending the Pre-Bid Conference may fail to obtain information relating to the Project that may impact the requirements of this bid, resulting in the bid being non-responsive and rejected as non-conforming. All questions regarding the Project related to the plans or the Pre-Bid Conference shall be submitted to Ryan Nolting with the City of Sanger, (rnolting@sangertexas.org). No questions will be answered within 48 hours of bid opening.

3. Each bidder shall place on the outside of the envelope in which the bid is contained, the following words:

Porter Park Pond Rehabilitation
City of Sanger, Texas

4. As a guarantee that a bidder will enter into a contract and execute Payment, Performance and Maintenance Bonds within seven (7) days after notice of award of contract to the bidder, all bids shall be accompanied by (i) a cashier's check or certified check in the amount not less than five percent (5%) of the total maximum bid price drawn upon a national or state bank and payable without recourse to the City of Sanger, or (ii) a bid bond in the amount of five percent (5%) of the submitted bid from a reliable surety company.

5. Plans, specifications and bidding documents may be examined or purchased from the Halff Fort Worth office beginning at **TIME, DATE**, upon payment of a non-refundable fee of One Hundred Dollars (\$100.00) per set, payable to Halff. The Halff Fort Worth office is located at 2601 Meacham Boulevard, Suite 600, Fort Worth, TX 76137. Office Phone: (817) 764-7436.

6. Contract Documents are on file and may be examined without charge in the Half Fort Worth Office. They may also be available at plan centers.
7. The right is reserved by the City to reject any and all bids and to waive any informality in bids received. The City reserves the right to select any bid or combination of bids that will best serve the interests of the City.
8. The Bidder (Proposer) must supply all the information required by the Proposal Form.
9. A Performance Bond, Payment Bond and Maintenance Bond will be required by the City; each bond shall be in the amount of 100% of the total contract amount. The Maintenance Bond shall be active for a period of two (2) years from the time of final acceptance of the Project.
10. No officer or employee of the City of Sanger shall have a financial interest, direct or indirect, in any contract with the City of Sanger.

END OF SECTION

SECTION IB
INSTRUCTIONS TO BIDDERS

SECTION IB

INSTRUCTIONS TO BIDDERS**PROJECT: Porter Park Pond Rehabilitation**

1. **PROJECT DESCRIPTION:** The Project consists of the rehabilitation of Porter Park Pond, a retention facility located at the southern end of Sanger Sports Park experiencing abnormal water level loss. The elements of the project include, but are not limited to: excavating, storm drainage improvements, grading, park signage, aquatic species relocation, irrigation repairs and modifications, and erosion control. All existing utilities shall be located/secured/relocated as necessary before ANY grading or demolition begins. Contractor shall notify City if any utilities differ from their locations on the plans. Refer to the plans for the location of the Project. SWPPP permit must be acquired and implemented prior to ANY grading or demolition activity.
2. There will be a pre-bid conference on **DATE at TIME** at the Sanger Parks and Recreation offices at 201 Bolivar Street, Sanger, Texas 76266.
3. **BIDS:** Bids must be in accordance with these instructions in order to receive consideration.
4. **BIDDING DOCUMENTS:** Bidding Documents include the Bidding Requirements, General Provisions, Special Provisions, Technical Specifications (including documents included in the Appendix), and Drawings plus Addenda which may be issued by the City of Sanger during the bidding period. Bidding Documents may be viewed and/or obtained under the terms and conditions set forth in the Advertisement for Bids, Section AB of this Project Manual.
5. **EXAMINATION OF BIDDING DOCUMENTS AND SITE:** Bidders shall carefully examine the Bidding Documents and the Project site to obtain first-hand knowledge of the scope and conditions of the Work. Each Contractor, Bidder and any prospective subcontractor, by submitting a bid to perform any portion of the Work, represents and warrants that he has examined the Drawings/Site Plan, Specifications (Project Manual) and the site of the Work, and from his own investigation has satisfied himself as to the scope, accessibility, nature and location of the Work; the character of the equipment and other facilities needed for the performance of the Work; the character and extent of other work to be performed; the local conditions; labor availability, practices and jurisdictions and other circumstances that may affect the performance of the Work. No additional compensation will be allowed by the City for the failure of such Contractor/Successful Bidder and subcontractor to inform himself as to conditions affecting the Work. Bidders may gain access to the site of the Work by contacting the City's Parks and Recreation Department at 940-458-2718.

6. INTERPRETATION OF DOCUMENTS: Any person considering submitting a bid for the Project may submit to the City a written request for interpretation or clarification regarding any part of the Drawings, Site Plan, Specifications (Project Manual) no later than Forty-Eight (48) hours prior to the date set for opening bids.

Bidders should act promptly and allow sufficient time for a reply to reach them before preparing their bids. Any interpretation or clarification will be in the form of an Addendum duly issued. No alleged verbal interpretations of ruling will be held binding upon the City.

7. SUBSTITUTIONS: Conditions governing the submission of substitutions for specific materials, products, equipment and processes are in the Special Provisions.
8. ADDENDA: Interpretations, clarifications, additions, deletions and modifications to the Documents during the bidding period will be issued in the form of Addenda, and a copy of each Addenda will be emailed, faxed or delivered to each person who has been issued a set of the Bidding Documents and the Contract Document, and receipt of addenda shall be acknowledged in the Bid Form. All such interpretations and supplemental instruction(s) will be in the form of written addenda to the contract document which, if issued, will be emailed, faxed or hand delivered to all prospective bidders (at the respective address furnished for such purposes by the bidders) not later than twenty-four (24) hours prior to the date and time fixed for the opening of bids. If any bidder fails to acknowledge the receipt of such addenda in the space provided in the bid form, his bid will nevertheless be construed as though the receipt of such addenda has been acknowledged.
9. COMPLETION TIME: A reasonable completion time has been established by the City and is indicated in the Instruction to Bidders, number 17.
10. PREPARATION FOR BIDS: Prices quoted shall include all items of costs, expenses, taxes, fees and charges incurred, or arising out of the performance of the work to be performed under the Contract. Bids shall be submitted in duplicate and shall be signed in ink. Any bid on other than the required form will be considered informal and may be rejected. Erasures or other changes in a bid must be explained or noted over the initials of the bidder. Bids containing any conditions, omissions, unexplained erasures and alterations, or irregularities of any kind may be rejected as informal. The prices should be expressed in words and figures or they may be deemed informal and may be rejected. In case of discrepancy between the prices written in the bid and those given in figures, the price in writing will be considered as the bid. Failure to submit all requested information will make a bid irregular and subject to rejection. Bids shall be signed with name typed or printed below signature, and, if a partnership, give full name of all partners. Where bidder is a corporation, bids must be signed with the legal name of the corporation followed by the name of the state of incorporation and the legal signature of an officer authorized to bind the corporation to a contract.

11. **SUBMITTAL OF BIDS:** Sealed bids will be received at the time, date, and place stated in the Advertisement for Bids. Bids shall be made on unaltered Bid Forms furnished by the City. Bids must be submitted in an opaque, sealed envelope addressed to the City and plainly marked on the outside of the envelope with the Project name and the name and address of the bidder. A Bid Bond must be completed and signed by each bidder and submitted with the bid. Submit bids by mail or in person prior to the time for receiving bids set forth in the Advertisement for Bids issued by the City. Bids must actually be received in the Office of the Parks and Recreation office before the time of the bid opening.
12. **MODIFICATIONS AND WITHDRAWAL OF BIDS:** Prior to the time set for bid opening, bids may be withdrawn or modified. Bids may be modified only on the official bid form and must be signed by a person legally empowered to bind the bidder. No bidder shall modify, withdraw or cancel his bid or any part thereof for sixty (60) calendar days after the receipt and opening of the bids.
13. **DISQUALIFICATIONS:** The City reserves the right to disqualify proposals before or after the opening, upon evidence of collusion with intent to defraud or other illegal practices relating to this proposal on the part of the bidder.
14. **SUBMISSION OF POST-BID INFORMATION:** Upon notification of acceptance, if requested by the City, the selected bidder shall submit the following within five (5) calendar days: 1. A designation of the portions of the Work proposed to be performed by the bidder with his own force: 2. A list of names of the subcontractors or other persons or organizations, including those who are to furnish materials and equipment fabricated to a special design proposed for such portions of the Work as may be designated in the Bidding Documents or as may be requested by the City. The bidder will be required to establish to the satisfaction of the City the reliability and responsibility of the proposed Subcontractors and suppliers to furnish and perform the Work.
15. **AWARD:** The City reserves the right to accept any or to reject any and all bids without compensation to bidders and to waive irregularities and informalities.

The City, in reviewing the bids, will consider the following elements:

1. Whether the bidder is a contractor with experience in the type of work involved.
2. Whether the bidder has adequate plant, equipment and personnel to perform the work properly and expeditiously.
3. Whether the bidder has a suitable financial status and reputation for meeting obligations incident to work of the kind specified.
4. Whether the bidder has met the timeline specified in the project specifications.

16. EXECUTION OF THE CONTRACT: The successful bidder will be required to enter into a contract with the City within seven (7) calendar days of notice by the City that his bid has been accepted. Failure to enter into a contract within the established time limit without proper justification shall be considered grounds for forfeiture of the bid bond.
17. CONSTRUCTION SCHEDULE: It is the City's desire to have the Project completed and operational in as short a time as possible. The number of calendar days for completion of the Project will begin with the date specified in the Notice to Proceed. The Notice to Proceed will be issued in a manner to facilitate smooth construction of the Project. The Contractor shall begin construction within seven (7) calendar days of the issuance of the Notice to Proceed. The Contractor shall complete construction within **eighty-five (85)** calendar days from the date of beginning specified in the Notice to Proceed.
18. LIQUIDATED DAMAGES: The time of completion is of the essence for this contract. For each calendar day that any work shall remain uncompleted after the time specified in the bid and the contract, or the increased time granted by the City, as equitably increased by additional work or materials ordered after the Contract is signed, the sum per day given in the following schedule may be deducted from the monies due the Contractor:
- \$500 per Calendar Day
- The sum of money thus deducted for such delay, failure or non-completion is not to be considered as a penalty, but shall be deemed, taken and treated as reasonable liquidated damages, per calendar day that the Contractor shall be in default after the time stipulated in the Contract for completing the Work. The said amounts are fixed and agreed upon by and between the City and Contractor because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages to the City in such event would sustain and which shall be retained from the monies due, or that may become due, the Contractor under this Contract; and if said monies be insufficient to cover the amount owing, then the Contractor or his surety shall immediately pay any additional amounts due. If the Contractor finds it impossible, for reasons beyond his control, to complete the work within the contract time as specified, the Contractor may make a written request for an extension of time in accordance with the General Provisions.
19. FORM OF CONTRACT: The contract for the construction of the Project will be drawn up by the City. A sample form of agreement is included in the Contract Agreement Section.
20. BONDS: A Performance Bond, Payment Bond, Maintenance Bond and an Affidavit of Bills Paid will be required by the City. Sample forms have been included in the PrB, PyB, MB and BP sections.

21. **BID SECURITY:** As a guarantee that a bidder will enter into a contract and execute Payment, Performance and Maintenance Bonds within seven (7) days after notice of award of contract to bidder, all bids shall be accompanied by (i) a cashier's check or certified check in an amount not less than five percent (5%) of the total maximum bid price drawn upon a national or state bank, and payable without recourse to the City of Sanger, or (ii) a bid bond in the same amount of five percent (5%) of the submitted bid from a reliable surety company. Such checks or bid bonds will be returned sixty (60) calendar days after the date of the opening of bids, upon demand of the bidder at any time thereafter, so long as he has not been notified of the acceptance of this bid.
22. **RESOLUTIONS:** If the bidder is a corporation, a copy of the resolution empowering the person submitting the bid to bind the bidder must be included with the bid.
23. **CONSTRUCTION STAKING:** Construction staking will not be provided by the City. Construction staking is required and will be paid for by the Contractor.
24. **FINAL PAYMENT:** The general provisions for Final Payment shall be as stated in the North Central Texas Council of Governments Standard Specifications for Public Works Construction (Newest Edition) including all Amendments and Additions. Prior to final payment the Contractor shall provide the City with the following items:
1. A Contractor's Affidavit of Bills Paid in accordance with Section BP.
 2. A Consent of Surety Company to Final Payment.
 3. Two copies of all O & M manuals to include all factory warranties.
 4. Two copies of all submittals.
 5. Onsite training of any mechanical equipment.
 6. All as-built plans redlined as outlined in Section SP, 4, Shop Drawings.
25. **INSURANCE:** The Contractors' Certificate of Insurance shall include the following provisions:
- A. Contractor shall, during the term of this Agreement, maintain in full force and effect the following insurance.
 - 1) a comprehensive general liability policy of insurance covering bodily injury, death and property damage including the property of the City, its officers, contractors, agents and employees insuring against all claims, demands or actions relating to the work and services provided pursuant to this Agreement with minimum limits on a per project basis of not less than One Million Dollars (\$1,000,000) combined single limit and Two Million Dollars (\$2,000,000) aggregate, including products and

completed operations coverage and Personal and Advertising Injury with a minimum per occurrence limit of One Million Dollars (\$1,000,000). This policy shall be primary to any policy or policies carried by or available to the third party;

- 2) a policy of automobile liability insurance covering all operations of Contractor pursuant to this Agreement involving the use of motor vehicles, including all owned, non-owned and hired vehicles with minimum limits of not less than One Million Dollars (\$1,000,000) combined single limit for bodily injury, death and property damage liability; and
- 3) statutory Worker's Compensation Insurance at the statutory limits.

B. All insurance and certificate(s) of insurance shall contain the following provisions:

- 1) name City, its officers, and employees as additional insureds as to all applicable coverage with the exception of Workers Compensation Insurance; and
- 2) provide for at least thirty (30) days prior written notice to City for cancellation or non-renewal of the insurance; and
- 3) provide for a waiver of subrogation against the City for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance. Contractor shall provide written notice to City of any material change of or to the insurance required herein.

C. All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least "A: VIII" by AM Best or other equivalent rating service.

D. A certificate of insurance evidencing the required insurance and all endorsements shall be delivered to City not later than seven (7) days after being notified of award of the Agreement for the Project.

26. WORKERS COMPENSATION: The Contractor shall meet all the conditions regarding Workers' Compensation Insurance Coverage as set forth in the Special Provisions.

END OF SECTION

IB-6

SECTION PF
PROPOSAL FORM

PROPOSAL FORM

_____, 2025

TO: The Honorable Mayor and City Council
City of Sanger, Texas

RE: City of Sanger
Porter Park Pond Rehabilitation

Gentlemen/Ladies:

The undersigned bidder, having examined the plans, specifications, contract documents, and the location of the proposed work, and being fully advised as to the extent and character of the work proposes to furnish all equipment and to perform labor and work necessary for completion of the work described by and in accordance with the Plans, Specifications and Contract Documents for the following prices, to wit:

Signed by: _____

Title: _____

CITY OF SANGER, TEXAS
 PORTER PARK POND REHABILITATION
BASE BID SCHEDULE

Item No.	Estimated Bid Quantity	Unit	Description & Unit Price in Words	Unit Price in Figures	Total Amount
SI-1	3.0	Ac	Site Preparation, complete per unit _____ Dollars & _____ Cents	\$ _____	\$ _____
SI-2	1	LS	Aquatic Resources Relocation Plan (ARRP), complete per unit _____ Dollars & _____ Cents	\$ _____	\$ _____
SI-3	1	LS	Care of Water, complete per unit _____ Dollars & _____ Cents	\$ _____	\$ _____
SI-4	1	LS	Construction Staking, complete per unit _____ Dollars & _____ Cents	\$ _____	\$ _____
SI-5	19	SY	Removing Rock Rip Rap (Grouted and UngROUTED), complete per unit _____ Dollars & _____ Cents	\$ _____	\$ _____
SI-6	1	EA	Removing Headwall (Variable Size), complete per unit _____ Dollars & _____ Cents	\$ _____	\$ _____

CITY OF SANGER, TEXAS
 PORTER PARK POND REHABILITATION
BASE BID SCHEDULE

Item No.	Estimated Bid Quantity	Unit	Description & Unit Price in Words	Unit Price in Figures	Total Amount
SI-7	77	LF	Removing Storm Drain Pipe (Variable Size), complete per unit _____ Dollars & _____ Cents	\$ _____	\$ _____
SI-8	1	EA	Remove, Salvage and Reinstall Pond Fountain, Controller, and Pump, complete per unit _____ Dollars & _____ Cents	\$ _____	\$ _____
SI-9	1	LS	Remove, Salvage, Reinstall Existing Dock, complete per unit _____ Dollars & _____ Cents	\$ _____	\$ _____
SI-10	6,204	CY	Unclassified Excavation, complete per unit _____ Dollars & _____ Cents	\$ _____	\$ _____
SI-11	6,204	CY	Spoil, complete per unit _____ Dollars & _____ Cents	\$ _____	\$ _____
SI-12	4,029	CY	Borrow (Pond Liner), complete per unit _____ Dollars & _____ Cents	\$ _____	\$ _____

CITY OF SANGER, TEXAS
 PORTER PARK POND REHABILITATION
BASE BID SCHEDULE

Item No.	Estimated Bid Quantity	Unit	Description & Unit Price in Words	Unit Price in Figures	Total Amount
SI-13	153	SY	4 Inch Riprap (Conc) (RR8&RR9) (TxDOT Standard), complete per unit _____ Dollars & _____ Cents	\$ _____	\$ _____
SI-14	29	LF	18 Inch HDPE Pipe, complete per unit _____ Dollars & _____ Cents	\$ _____	\$ _____
SI-15	39	LF	24 Inch HDPE Pipe, complete per unit _____ Dollars & _____ Cents	\$ _____	\$ _____
SI-16	2	EA	Sloped End Treatment Headwall, complete per unit _____ Dollars & _____ Cents	\$ _____	\$ _____
SII-1	1	LS	SWPPP, complete per unit _____ Dollars & _____ Cents	\$ _____	\$ _____
SII-2	7,473	SY	Hydromulch Seeding with Retention Blanket, complete per unit _____ Dollars & _____ Cents	\$ _____	\$ _____

CITY OF SANGER, TEXAS
 PORTER PARK POND REHABILITATION
BASE BID SCHEDULE

Item No.	Estimated Bid Quantity	Unit	Description & Unit Price in Words	Unit Price in Figures	Total Amount
SIII-1	1	LS	Irrigation Repairs and Modifications, complete per unit _____ Dollars & _____ Cents	\$ _____	\$ _____
SII-2	3	EA	Tree Protection, complete per unit _____ Dollars & _____ Cents	\$ _____	\$ _____

ACKNOWLEDGMENT OF ADDENDA:

The Bidder acknowledges receipt of the following addenda:

ADDENDUM No. 1: _____

ADDENDUM No. 2: _____

ADDENDUM No. 3: _____

ADDENDUM No. 4: _____

ADDENDUM No. 5: _____

TOTAL AMOUNT BID FOR BASE BID SCHEDULE MATERIALS AND SERVICES

\$ _____

BASE BID SCHEDULE, INCLUSIVE

_____ DOLLARS

_____ CENTS

The substantial completion time for this Contract is eighty-five (85) calendar days.

NOTES:

1. All items, labor, materials, equipment, facilities, additional mobilizations, incidentals and work required for construction of the Project are to be provided and included by the Contractor as part of the Project and payment for the cost of such shall be included in the price bid for the construction of the Project.
2. Removal and disposal of any and all material shall be included in the bid item for removal.
3. Prices must be shown in words and figures for each item listed per unit in this proposal. In the event of a discrepancy, the words shall control.
4. Materials, which are "tax exempt," are those items which are physically incorporated into the facilities constructed for the City, as set forth in the Special Provisions.
5. Services, which are "not tax exempt," are those items which are used by the Contractor but are not physically incorporated into the City's facility and/or items which are consumed by construction, as set forth in the Special Provisions. Services include, but are not limited to, items such as supplies, tools, skill and labor, the purchase, rental or lease of equipment, etc.
6. Contractor shall provide City with breakdown of materials and services upon request by City, for pay estimate purposes.

BIDDER is:

An Individual

By _____ (Seal)
(Individual's Name)

Doing business as: _____

Business address: _____

Phone No. _____

A Partnership

By _____ (Seal)
(Firm Name)

_____ (General Partner)

Doing business as: _____

Business address: _____

Phone No. _____

A Corporation

By

(Corporation Name)

(State of Incorporation)

By

(Name of Person Authorized to Sign)

(Title)

(Corporate Seal)

Attest

(Secretary)

Business address:

Phone No.

A Joint Venture

By

(Name)

(Address)

By

(Name)

(Address)

(Each joint venturer must sign. The manner of signing for each individual, partnership and corporation that is a party to the joint venture should be **in** the manner indicated above.)

END OF SECTION

PF-10

SECTION QF
QUALIFICATIONS FORM (SAMPLE)

AIA® Document A305™ – 1986

Contractor's Qualification Statement

The Undersigned certifies under oath that the information provided herein is true and sufficiently complete so as not to be misleading.

SUBMITTED TO:

ADDRESS:

SUBMITTED BY:

NAME:

ADDRESS:

PRINCIPAL OFFICE:

- Corporation
- Partnership
- Individual
- Joint Venture
- Other

NAME OF PROJECT: *(if applicable)*

TYPE OF WORK: *(check a separate form for each Classification of Work.)*

- General Construction
- HVAC
- Electrical
- Plumbing
- Other: *(Specify)*

This form is approved and recommended by the American Institute of Architects (AIA) and the Associated General Contractors of America (AGC) for use in evaluating the qualifications of contractors. No endorsement of the submitting party or verification of the information is made by AIA or AGC.

§ 1.0 ORGANIZATION

§ 1.1 How many years has your organization been in business as a Contractor?

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§ 1.2 How many years has your organization been in business under its present business name?

§ 1.2.1 Under what other or former names has your organization operated?

§ 1.3 If your organization is a corporation, answer the following:

§ 1.3.1 Date of incorporation:

§ 1.3.2 State of incorporation:

§ 1.3.3 President's name:

§ 1.3.4 Vice-president's name(s):

§ 1.3.5 Secretary's name:

§ 1.3.6 Treasurer's name:

§ 1.4 If your organization is a partnership, answer the following:

§ 1.4.1 Date of organization:

§ 1.4.2 Type of partnership, if applicable:

§ 1.4.3 Name(s) of general partner(s):

§ 1.5 If your organization is individually owned, answer the following:

§ 1.5.1 Date of organization:

§ 1.5.2 Name of owner:

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§ 1.8 If the form of your organization is other than those listed above, describe it and name the principals:

§ 2.0 LICENSING

§ 2.1 List jurisdictions and trade categories in which your organization is legally qualified to do business, and indicate registration or license numbers, if applicable.

§ 2.2 List jurisdictions in which your organization's partnership or trade name is filed.

§ 3.0 EXPERIENCE

§ 3.1 List the categories of work that your organization normally performs with its own forces.

§ 3.2 Claims and Suits

(If the answer to any of the questions below is yes, attach details.)

§ 3.2.1 Has your organization ever failed to complete any work awarded to it?

§ 3.2.2 Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your organization or its officers?

§ 3.2.3 Has your organization filed any law suits or requested arbitration with regard to construction contracts within the last five years?

§ 3.3 Within the last five years, has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a construction contract?

(If the answer is yes, attach details.)

§ 3.4 On a separate sheet, list major construction projects your organization has in progress, giving the name of project owner, architect, contract amount, percent complete and scheduled completion date.

§ 3.4.1 State total worth of work in progress and under contract:

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§ 3.5 On a separate sheet, list the major projects your organization has completed in the past five years, giving the name of project, owner, architect, contract amount, date of completion and percentage of the cost of the work performed with your own forces.

§ 3.5.1 State average annual amount of construction work performed during the past five years:

§ 3.6 On a separate sheet, list the construction experience and present commitments of the key individuals of your organization.

§ 4.0 REFERENCES

§ 4.1 Trade references:

§ 4.2 Bank references:

§ 4.3 Surety

§ 4.3.1 Name of bonding company:

§ 4.3.2 Name and address of agent:

§ 5.0 FINANCING

§ 5.1 Financial Statement

§ 5.1.1 Attach a financial statement, preferably audited, including your organization's latest balance sheet and income statement showing the following items:

- 1 Current Assets (e.g., cash, joint venture accounts, accounts receivable, notes receivable, accrued income, deposits, materials inventory and prepaid expenses);
- 2 Net Fixed Assets;
- 3 Other Assets;
- 4 Current Liabilities (e.g., accounts payable, notes payable, accrued expenses, provision for income taxes, advances, accrued salaries and accrued payroll taxes); and
- 5 Other Liabilities (e.g., capital, capital stock, authorized and outstanding shares par values, earned surplus and retained earnings).

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§ 5.1.2 Name and address of firm preparing attached financial statement, and date thereof.

§ 5.1.3 Is the attached financial statement for the identical organization named on page nine?

§ 5.1.4 If not, explain the relationship and financial responsibility of the organization whose financial statement is provided (e.g., parent-subsidiary)

§ 5.2 Will the organization whose financial statement is attached act as guarantor of the contract for construction?

§ 6.0 SIGNATURE

§ 6.1 Dated this _____ day of _____ 20__

Name of organization:

By:

Title:

§ 6.2

I, _____, being duly sworn depose and says that the information provided herein is true and sufficiently complete so as not to be misleading.

Subscribed and sworn before me this _____ day of _____ 20__

Notary Public:

My commission expires:

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

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END OF SECTION
QF-5

SECTION VC

VENDOR COMPLIANCE TO STATE LAW FORM

VENDOR COMPLIANCE TO STATE LAW

Section 2252.002, Texas Government Code, provides that, in order to be awarded a contract as low bidder, non-resident bidders (out-of-state contractors whose corporate offices or principal place of business are outside of the State of Texas) bid projects for construction, improvements, supplies or services in Texas at an amount lower than the lowest Texas resident bidder by the same amount that a Texas resident bidder would be required to underbid a non-resident bidder in order to obtain a comparable contract in the State in which the non-resident's principal place of business is located. The appropriate blanks in Section A must be filled out by all out-of-state or non-resident bidders in order for your bid to meet specifications. The failure of out-of-state or non-resident contractors to do so will automatically disqualify that bidder. Resident bidders must check the box in Section B.

A. Non-resident vendors in _____ (give state), our principal place of business, are required to be _____ percent lower than resident bidders by state law. A copy of the statute is attached.

Non-resident vendors in _____ (give state), our principal place of business, are not required to underbid resident bidders.

B. Our principal place of business or corporate office is in the State of Texas.

Please Check or mark with an "X"

BIDDER:

_____ By: _____ Company
(please print)

_____ Signature: _____
(please print)

_____ Title: _____
(please print)

City / State _____ Zip _____

THIS FORM MUST BE RETURNED WITH YOUR QUOTATION

VENDOR COMPLIANCE TO STATE LAW

END OF SECTION

VC - 1

SECTION CC

CONTRACTOR COMPLIANCE TO TEXAS SALES TAX CODE FORM

CONTRACTOR COMPLIANCE TO TEXAS SALES TAX CODE

Comply with all requirements of the Texas Sales Tax Code. The Contractor hereby certifies that the Contract Amount is divided as follows:

Material incorporated into the Project
(resold to the Owner as defined in Tax Code)

\$ _____

All other charges and costs

\$ _____

Total *

\$ _____

* The total amount must equal the total amount of the Contract.

CONTRACTOR:

Company

By: _____
(signature of authorized person)

Address

Title: _____

City State Zip

**THIS FORM SHALL BE EXECUTED AT TIME OF EXECUTION OF CONTRACT
AND MADE PART OF THE CONTRACT.**

END OF BID FORM

SECTION CA
CONTRACT AGREEMENT

SECTION CA

AGREEMENT FOR CONSTRUCTION SERVICES

STATE OF TEXAS §
 §
COUNTY OF DENTON §

THIS AGREEMENT FOR CONSTRUCTION SERVICES (“Agreement”) is made and entered into this ___ day of _____, 2025, by and between the City of Sanger, acting through its City Manager, thereunto duly authorized to do so, Party of the First Part, hereinafter termed the City, and _____ of the City of _____, County of _____ State of _____, Party of the Second Part, hereinafter termed Contractor.

WITNESSETH: For and in consideration of the payment and agreement hereinafter mentioned, to be made and performed by the City, the said Contractor, hereby agrees with City to commence and complete construction of certain improvements as follows:

**City of Sanger, Texas
Porter Park Pond Rehabilitation**

Base Bid \$ _____

Total Construction Price: \$ _____

and all extra work in connection therewith, under the terms as stated in the General and Specific Conditions of this Agreement; and at Contractor’s own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance and other accessories and services necessary to complete the said construction, in accordance with the conditions and prices stated in the Bid attached hereto and in accordance with the Advertisement for Bids, Instructions to Bidders, General Provisions, Special Provisions, Plans, and other drawings and printed or written explanatory matter thereof, and the Technical Specifications and Addenda thereto, as prepared by the City, each of which has been identified by the endorsement of the Contractor and the City thereon, together with the Contractor's written Bid, **all of which are made a part hereof and collectively evidence and constitute the entire Agreement.**

Contractor hereby agrees to commence work no later than seven (7) calendar days after the date of written notice to proceed, and to complete the work within eighty-five (85) calendar days measured from the first day work commences subject to such extensions of time as are provided by the General Provisions.

The Project should be considered substantially complete when all of the items within the Agreement are completed. The two-year warranty on all materials, workmanship and the two-year Maintenance Bond shall commence upon final acceptance by the City.

City agrees to pay the Contractor the Construction Price in current funds for the performance of the Agreement subject to additions and deductions, as provided in this Agreement and any Change Orders made subsequent hereto.

City and Contractor acknowledge and agree that Contractor is an independent contractor and shall not be deemed to be or considered an employee of the City for the purposes of income tax, withholding, social security taxes, vacation or sick leave benefits, worker's compensation or any other City employee benefit. City shall not have supervision and control of Contractor or any employee of Contractor, and it is expressly understood that Contractor shall perform the services hereunder according to this Agreement.

No mechanic, contractor, material men, artisan, laborer, or subcontractor, whether skilled or unskilled, including Contractor, shall ever in any manner have, claim, or acquire any lien upon the Project of whatever nature or kind so erected or to be erected by virtue of this Agreement, nor upon any of the land upon which said improvements are so erected, built, or situated, such property being public property belonging to a political subdivision of the State of Texas.

Default, Termination and Remedies: If the Contractor defaults or neglects to carry out the work required under this Agreement as specified herein, the City may, (i) after seven (7) days written notice to the Contractor, and without prejudice to any other remedy City may have, make good such deficiencies (if Contractor has failed to do so by the end of said seven (7) day period) and may deduct the cost thereof from any payments then or thereafter due to the Contractor or (ii) at City's option may terminate the Agreement and take possession of the site and all materials, equipment, tools and construction equipment and machinery thereof owned by the Contractor and may finish the work by whatever method the City deems expedient and necessary. If the expense of completion of the work performed hereunder exceeds any unpaid balance properly due the Contractor, then the Contractor shall pay the difference to the City.

Except where otherwise stipulated in this Agreement, the Contractor shall warrant all materials and workmanship furnished under this Agreement for a period of two (2) years after the date of final acceptance and shall repair and make good, without expense to the City, any and all defects in his work which may develop within that time.

City shall not be liable for any loss, damage, or injury of any kind or character to any person or property arising from the services of Contractor pursuant to this Agreement. Contractor hereby waives all claims against City, its officers, agents and employees (collectively referred to in this paragraph as "City Parties") for damage to any property or injury to, or death of, any person arising at any time and from any cause other than the negligence or willful misconduct of a City Party or breach of City's obligations hereunder. Contractor agrees to indemnify and save harmless the City Parties from and against any and all liabilities, damages, claims, suits, costs (including court costs, attorneys' fees and costs of investigation) and actions of any kind by reason of injury to or death of any person or damage to or loss of

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property to the extent caused by Contractor's negligent performance of services under this Agreement or by reason of any negligent act or omission on the part of Contractor, its officers, directors, servants, employees, representatives, consultants, licensees, subcontractors, successors or permitted assigns (except when such liability, claims, suits, costs, injuries, deaths or damages arise from or are attributed to negligence of a City Party, in whole or in part, in which case Contractor shall indemnify the City Parties only to the extent or proportion of negligence attributed to contractor as determined by a court or other forum of competent jurisdiction). Contractor's obligations under this section shall not be limited to the limits of coverage of insurance maintained or required to be maintained by Contractor under this AGREEMENT. This provision shall survive the termination of this AGREEMENT.

Contractor shall procure and maintain at all times, in full force and effect, a policy or policies of insurance to provide coverages as specified herein, which policies shall (i) except for the worker's compensation policies, be endorsed to name the City of Sanger as additional insureds (ii) be endorsed to waive all rights of subrogation against the City and (iii) cover all public risks related to this Agreement as specified in the North Central Texas Council of Governments Public Works Construction Standards, ITEM 103.4 Insurance.

The laws of the State of Texas shall govern this Agreement and exclusive venue for any disputes arising hereunder shall be in a state court of competent jurisdiction in Denton County, Texas.

City and Contractor respectively bind themselves, their officers, employees, directors, agents, partners, successors, assigns and legal representatives to the other party hereto and to partners, successors, assigns and legal representatives of such other party in respect to covenants, agreements and obligations contained in this Agreement. Neither party to this Agreement shall assign this Agreement, either in whole or in part, without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under this Agreement.

BOYCOTTING ISRAEL: Contractor verifies that it does not Boycott Israel, and agrees that during the term of this Agreement will not Boycott Israel as that term is defined in Texas Government Code Section 808.001, as amended.

No notice is effective until the writing containing the notice is placed in the hand of the representative of the party receiving the notice by hand delivery or is postmarked by certified, return receipt requested, U.S. Mail, to the following addressees:

City:	Contractor:
City of Sanger	_____
Attn: City Manager	_____
502 Elm Street	_____
Sanger, Texas 76266	_____

IN WITNESS HEREOF, the parties of these presents have executed this AGREEMENT in the year and day first above written.

CITY OF SANGER
(City)

ATTEST:

By: _____
John Noblitt
City Manager

Kelly Edwards
City Secretary

(Contractor)

ATTEST:

By: _____

By: _____

Name (print): _____

Name (print): _____

Title: _____

Title: _____

The following to be executed if the Contractor is a corporation:

I, _____ certify that I am the secretary of the corporation named as Contractor herein; that _____, who signed this Agreement on behalf of the Contractor is the _____ (official title) of said corporation; that said Agreement was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

Signed: _____

Corporate Seal

END OF SECTION

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SECTION IF
INSURANCE FORM

INSERT INSURANCE FORM HERE

SECTION PrB
PERFORMANCE BOND

or addition to the terms of the contract or to the work to be performed thereunder.
This bond is executed in compliance with the provisions of Chapter 2253 of the Texas Government Code as amended by Acts of the 73rd Legislature, 1993.

IN WITNESS WHEREOF, the Principal and Surety have signed this instrument by duly authorized agents and officers and affixed corporate seals hereto at the City of Sanger, County of Denton, State of Texas,
on this the ____ day of _____, 2025.

* * DATE OF BOND MUST NOT BE EARLIER THAN DATE OF CONTRACT * *

ATTEST:

PRINCIPAL

Secretary

By

SURETY

END OF SECTION

SECTION PyB
PAYMENT BOND

PAYMENT BOND

STATE OF TEXAS §

§

COUNTY OF DENTON §

KNOW ALL MEN BY THESE

PRESENTS:

THAT WE, _____, of the City of _____, County of _____, State of Texas, hereinafter called Principal, and _____, a corporate surety/sureties, duly authorized to do business in the State of Texas, hereinafter called surety (whether one or more), are held and firmly bound unto the City of Sanger, a Texas home rule municipality, workmen, laborers, mechanics, furnishers of materials, and claimants supplying labor and materials as defined in Chapter 2253 of the Texas Government Code as amended, as their interest may appear, all of whom shall have the right to sue upon this bond, in the penal sum of _____, for the payment whereof we do hereby bind ourselves, our heirs, administrators, executors, successors, assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the City of Sanger, dated the ____ day of _____, to furnish all materials, equipment, labor, supervision and other accessories necessary for the construction of certain improvements, to wit:

**City of Sanger
Porter Park Pond Rehabilitation**

in the City of Sanger, Texas and as more particularly described and designated in said contract which is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein:

NOW THEREFORE, the condition of this obligation is such that if the said Principal shall pay all claimants (as defined in Chapter 2253 of the Texas Government Code, as amended) supplying labor and material to him or sub-contractor in the prosecution of the work provided for in said contract, all monies to them owing by Principal for sub-contracts, work, labor, and materials done and furnished for the construction of such improvements for the City of Sanger, then this obligation shall be and become null and void, otherwise, to remain in full force and effect.

PROVIDED FURTHER, that if any legal action be filed on this Bond, venue shall lie in a state court of competent jurisdiction in Denton County, Texas.

AND, that said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work performed thereunder, or

the plans, specifications, drawings, etc. accompanying same shall in any way affect its obligation on this Bond; and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder.

This bond is executed in compliance with the provisions of Chapter 2253 of the Texas Government Code as amended.

IN WITNESS WHEREOF, the Principal and Surety have signed this instrument by duly authorized agents and officers and affixed corporate seals hereto at the City of Sanger, County of Denton, State of Texas, on this the ____ day of _____, 20____.

*** DATE OF BOND MUST NOT BE EARLIER THAN DATE OF CONTRACT ***

ATTEST:

PRINCIPAL

By

Title

Title

SURETY

Title

END OF SECTION

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SECTION MB
MAINTENANCE BOND

SECTION MB

MAINTENANCE BOND

STATE OF TEXAS

COUNTY OF DENTON

That _____ as principal and _____, a corporation organized under the laws of _____ and _____ as sureties, and sureties being authorized to do business in the State of Texas, do hereby expressly acknowledge themselves to be held and bound to pay unto the City of Sanger, a Texas home rule municipality (“City”), the sum of:

(\$ _____) for the payment of which sum will and truly be made unto City and its successors, said principal and sureties do hereby bind themselves, their assigns and successors, jointly and severally.

This obligation is conditioned, however, that whereas said

entered on or about _____, 2025, into a written contract with City to build and construct the following Project:

**City of Sanger
Porter Park Pond Rehabilitation**

(“the Contract”) which contract and the Plans and Specifications therein mentioned adopted by City, are hereby expressly made a part hereof as though the same were written and embodied herein.

WHEREAS, in the Specifications and Contract it is provided that the Contractor will maintain and keep in good repair the work herein contracted to be done and performed for a period of two (2) years from the date of acceptance of the Project by City, and to do and perform all necessary backfilling that may arise on account of sunken conditions in ditches, or otherwise, and to do and perform all work and repair any defective condition growing out of or arising from the improper joining of same, or on account of any breaking of the same caused by Contractor in laying or building the same, or on account of any defect arising in any of said part of said work laid or constructed by Contractor, or on account of improper excavation or backfilling; it being understood that the purpose of this section is to cover all defective conditions arising by reason of defective materials, work or labor performed by Contractor; and in case Contractor shall fail to do so, it is

agreed that City may do said work and supply such materials, and charge same against Contractor and sureties on this obligation, and Contractor and sureties hereon shall be subject to the liquidated damages mentioned in the Contract for each day's failure on its part to comply with the terms of said provisions of the Contract;

NOW THEREFORE, if Contractor shall keep and perform its said agreement to maintain said work and keep the same in repair for the said maintenance period of two (2) years, as provided, then these presents shall be null and void and have no further effect; but if default shall be made by Contractor in the performance of its contract to so maintain and repair said work, then these presents shall have full force and effect, and City shall have and recover from Contractor and its sureties damages in the premises, as provided, and it is further understood and agreed that this obligation shall be a continuing one against the principal and sureties hereon and that successive recoveries may be had hereon for successive breaches until the full amount shall have been exhausted; and it is further understood that the obligation herein to maintain said work shall continue throughout said maintenance period, and the same shall not be changed, diminished, or in any manner affected from any cause during said time.

IN WITNESS WHEREOF, the said _____ has caused these presents to be executed by _____ and the said _____ has hereunto set his hand this the ____ day of _____, 20__ .

SURETY

PRINCIPAL

By: _____
Attorney in Fact

By: _____

Title

By: _____
Surety

ATTEST

Agency and Address

Title

Note: Date of Maintenance Bond must not be prior to the date of Contract.

END OF SECTION

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SECTION BP

CONTRACTOR'S AFFIDAVIT OF BILLS PAID

SECTION BP

CONTRACTOR'S AFFIDAVIT OF BILLS PAID

STATE OF TEXAS §
 §
COUNTY OF DENTON §

Personally, before me the undersigned authority, on this day appeared _____, who, being duly sworn on oath, says that he is a legal representative of _____, (full name of Contractor as in contract) and that the contract for the construction of the Project, designated as

City of Sanger, Texas
Porter Park Pond Rehabilitation

has been satisfactorily completed and that all bills for materials, apparatus, fixtures, machinery and labor used in connection with the construction of this Project have, to the best of my knowledge and belief, been fully paid.

Signature

Title

Sworn to and subscribed before me this _____ day of _____, 20__.

Notary Public in and for

_____ County, Texas

Instructions:

If the contractor is an individual, he shall sign the affidavit. If the contractor is a partnership, any partner may sign the affidavit. If the contractor is a corporation, a person authorized by the by-laws or by the Board of Directors shall sign the affidavit. If the Contractor is a joint-venture of individuals, any of the individuals may sign the affidavit. If the Contractor is a joint-venture of partnerships, or of individuals and partnerships, the affidavit may be signed by the individual or any partner of the partnership. If the Contractor is a joint-venture in which a corporation is a party, separate affidavits must be executed in the name of the joint-venture: one by each corporation and one by each individual or partnership. Signatures for corporations should be by a duly authorized officer. If signature is by another, a showing of authority to sign must accompany the affidavit.

END OF SECTION

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SECTION GP
GENERAL PROVISIONS

SECTION GP

GENERAL PROVISIONS

1. The General Provisions of the Contract shall be as stated in the Standard Specifications for Public Works Construction, North Central Texas Council of Governments (Newest Version) (SEPARATE DOCUMENT NOT INCLUDED) as amended or supplemented and except as modified by the Special Provisions.

END OF SECTION

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SECTION SP
SPECIAL PROVISIONS

SECTION SP

SPECIAL PROVISIONS1. CITY

The City of Sanger, herein referred to as City, party of the First Part of these Contract Documents.

2. FORMS, PLANS AND SPECIFICATIONS

Forms of Bids, Contract, Bonds, Plans/Site Plan and Specifications may be obtained by Contractor from the office of the Parks and Recreation Department, 201 Bolivar Street, Sanger, Texas 76266 (940-458-2718), after award of the contract.

3. COPIES OF PROJECT MANUAL FURNISHED

Two (2) sets of the Project Manual shall be furnished to the Contractor, at no charge, for construction purposes. Additional copies may be obtained at cost of reproduction upon request.

4. PRODUCT RECORDS DOCUMENTS

Maintenance of Documents. Contractor shall maintain at the job site one record copy of the Site Plan, Contract Drawings, Specifications, Shop Drawings, Change Orders, SWPPP Reports, other modifications to the Agreement, field test reports and other documents submitted by Contractor in compliance with specification requirements. Said documents shall be maintained at the job site apart from documents used for construction, shall not to be used for construction purposes, shall be maintained in clean, legible condition, and shall be made available at all times for inspection by the City.

Recording. Each document shall be labeled Project Record Copy in 2-inch high printed letters. The record documents shall be kept current. No work shall be covered until required information has been recorded.

Contract Drawings. The appropriate drawing shall be legibly marked to record, where applicable:

Horizontal and vertical location of underground utilities and appurtenances referenced to permanent surface improvements.

Field changes of dimension and detail made during the construction process.

Changes made by Change Order or Supplemental Agreements.

Details not on original Contract Drawings/Site Plan.

Other matters not originally specified.

Shop Drawings. The Contractor shall maintain the Shop Drawings/Site Plan as record drawings and legibly annotate shop drawings to record changes made after the review. A red felt-tip marking pen shall be used for all recordings (as-builts).

5. HORIZONTAL AND VERTICAL CONTROL

Benchmarks are provided the Project Layout on Sheet 03. Contractor is required to provide construction staking for this Project.

6. PERMITS, LICENSES, AND REGULATIONS

Permits and licenses of a temporary nature necessary for the prosecution of the Work for the Project shall be secured and paid for by Contractor. Permits, licenses and easements for permanent structures or permanent changes in existing facilities shall be secured and paid for by City, unless otherwise specified. If Contractor observes that the Drawings/Site Plan and Specifications are at a variance therewith, Contractor shall promptly notify City in writing, and any necessary changes shall be adjusted as provided in the Agreement for changes in Work. Contractor shall comply with all federal, state and local laws, rules and regulations of every kind and nature applicable to the performance of its Work hereunder and shall hold City harmless therefrom.

7. REFERENCE SPECIFICATIONS

Where reference is made to specifications compiled by others, such are hereby made a part of these Specifications.

8. REVIEW OF WORK

City shall have the right to review the Work while such Work is in progress to ascertain that the work is being accomplished in compliance with the standards and requirements set forth in the Agreement. Notwithstanding such review, Contractor will be held responsible for the finished Work, and any acceptance of the Work by City will not relieve Contractor from responsibility for the Work. City reserves the right to place full-time construction observers at the site of the Work.

City and its representatives shall at all times have access to the Work whenever it is in preparation or progress, and Contractor shall provide proper facilities for such access, and for review.

If the Specifications, City's instructions, laws, ordinances, or any public authority require any Work to be specially tested, Contractor shall give City timely notice of its readiness for testing, and, if the testing is by an authority other than City, of the date fixed for such testing. Tests by City shall be made promptly, and where practicable at the source of supply. Re-examination of any Work may be ordered by City, and, if so ordered, the Work must be

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uncovered by Contractor. If such Work is found to be in accordance with the Contract Documents, City shall pay the cost of the re-examination and demolition. If such Work is not in accordance with the Contract Documents, Contractor shall pay such cost.

9. SCOPE OF WORK

The Project consists of the rehabilitation of Porter Park Pond, a retention facility located at the southern end of Sanger Sports Park experiencing abnormal water level loss. The elements of the project include, but are not limited to: excavating, storm drainage improvements, grading, park signage, aquatic species relocation, irrigation repairs and modifications, and erosion control. All existing utilities shall be located/secured/relocated as necessary before ANY grading or demolition begins. Contractor shall notify City if any utilities differ from their locations on the plans. Refer to the plans for the location of the Project. SWPPP permit must be acquired and implemented prior to ANY grading or demolition activity.

10. PROPERTY LINES AND MONUMENTS

All property corners, control monuments, construction and survey stakes and marks shall be carefully preserved by Contractor, and in case of careless destruction or removal by Contractor or its employees, such stakes or marks shall be replaced at Contractor's expense as required by City.

11. DISCREPANCIES

If Contractor, in the course of the Project, finds any discrepancy between the Contract Documents and the physical conditions of the Project site, or any errors or omissions in drawings or in the layout as given by survey points and instructions, or if it appears that any Plan, Specification or other Contract Document is or may be not in compliance with any building code or other requirement of any governmental body, Contractor shall immediately inform City in writing, and City shall promptly verify the same. Any Work done after such discovery, until authorized, will be done at Contractor's risk.

12. TIME ALLOTTED FOR COMPLETION

All items of Work included under these Contract Documents shall be completed within the time stipulated in the Bid. The time shall commence on the date stated in the Notice to Proceed. The Notice to Proceed shall consist of a written request by the City for the Contractor to proceed with construction of the Project.

13. EXISTING STRUCTURES

The Plan/Site Plan shows the location of all known surface and subsurface structures. However, City assumes no responsibility for failure to show any or all of these structures on the Plan/Site Plan, or to show them in their exact location. Such failure shall not be considered sufficient basis for claims for additional compensation or extra work or for increasing the pay quantities in any manner whatsoever unless the obstruction encountered is

such as to necessitate changes in the lines or grades, or require the building of special work, provisions for which are not made in the Plans or Bid, in which case the provisions in these Specifications for extra work shall apply.

14. EXISTING UTILITIES AND SERVICE LINES

Contractor shall be responsible for the protection of all existing utilities or service lines crossed or exposed by his demolition operation. Where existing utilities or service lines are cut, broken or damaged, Contractor shall replace the utilities or service lines with the same type of original construction, or better, at Contractor's own cost and expense. All construction, backfill and compaction shall be accomplished in strict compliance with the requirements of the owner of the utility or service line. City will have each of the following disconnected if necessary: water service at the meter, sanitary service, electrical service at the meter and communication lines at the service taps.

15. PUBLIC UTILITIES AND OTHER PROPERTY TO BE CHANGED

In case it is necessary to change or move the property of any owner of a public utility, such property shall not be moved or interfered with until authorized by the utility company and approved by City. The right is reserved to the owner of public utilities to enter upon the limits of the Project for the purpose of making such changes or repairs to its facilities.

16. LIGHTS AND POWER

Contractor shall provide, at its own expense, temporary lighting and power facilities required for the proper execution of the Project.

17. PERMITS AND RIGHTS-OF-WAY

City will provide rights-of-way for the purpose of construction without cost to Contractor by securing permits in areas of public dedication or by obtaining easements across privately-owned property. Prior to the initiation of construction on easements through private property, Contractor shall inform the property owner of his intent to begin construction. Before beginning construction in areas of public dedication, Contractor shall inform the agency having jurisdiction in the area forty-eight (48) hours prior to initiation of the Work unless a longer period is required by local regulation or ordinance.

18. PRECONSTRUCTION CONFERENCE

Contractor and City' representatives shall meet at the call of the City's representative on this Project. Prior to the meeting, Contractor shall prepare schedules showing the sequencing and progress of the Project and its effect on others. These schedules shall be delivered to City for review not later than forty-eight (48) hours in advance of the meeting. The general nature of the work, materials used, and methods of construction as well as the schedules will be discussed at the meeting. A final construction schedule will be prepared during this conference to allow an orderly sequence of Project construction.

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19. WATER FOR CONSTRUCTION

Contractor shall make the necessary arrangements with City for securing and transporting all water required in the construction of the Project. Water required for construction shall be paid for by Contractor at City's prevailing rates. There will be no separate pay item for quantity of water required for construction purposes.

20. EXCAVATION

Contractor shall exercise precautions to ensure that drainage from adjacent properties is not blocked by excavations.

21. CONTRACTOR'S BID

Contractor's Bid shall be on a Unit Price basis for construction of the Project as shown and described in the Contract Documents (Project Manual).

22. CITY'S STATUS

City shall perform technical review of the Work. City's representative shall also have authority to reject all Work and Materials which do not conform to the Agreement and to decide questions which arise in the execution of the Work.

23. CITY'S DECISIONS

City representative shall, within a reasonable time after presentation to him, make decisions in writing on all claims of Contractor and on all other matters relating to the execution and progress of the Work or the interpretation of the Agreement.

24. LANDS FOR WORK

City shall provide as indicated on the Plans/Site Plan for this Project, the lands upon which the Work under this Agreement is to be performed, right-of-way for access to same, and such other lands which are designated on the Plans/Site Plan or in the Specifications for the use of Contractor. Such lands and rights-of-way shall be adequate for the performance of the Project. Delayed in Contractor's ability to perform work on the Project as a result of lack of access to be provided by City shall be cause for an extension of time to complete the Project but not for additional cost. Contractor shall provide at its own expense and without liability to City any additional land and access thereto that may be required for temporary construction facilities.

25. CLEANUP

Contractor shall remove at its own expense all temporary structures, rubbish and waste materials resulting from its operations except for property used for permanent disposal of rubbish or waste materials in accordance with permission provided to Contractor by the owner of the property where such disposal occurs. Such permission shall be obtained in writing with a copy submitted to City prior to disposal operations taking place. **ALL DISTURBED AREAS MUST BE RETURNED TO/REPLACED IN AS GOOD OR BETTER CONDITION AS THEY WERE IN PRIOR TO THE PROJECT COMMENCING.**

26. LIQUIDATED DAMAGES FOR DELAY BY CONTRACTOR

The time of completion is of the essence in this Agreement. For each calendar day that any Work shall remain uncompleted after the time specified in paragraph 12, liquidated damages shall be deducted from the monies due Contractor in the amount of \$500.00 per day.

27. USE OF EXPLOSIVES

Use of explosives in the prosecution of the Project is prohibited.

28. PROJECT MAINTENANCE

The Contractor shall maintain, and keep in good repair, the improvements covered by these Plans/Site Plan and Specifications during the life of his contract.

29. DISPOSAL OF WASTE AND SURPLUS EXCAVATION

All material or other debris excavated from the Project site as relating to the construction shall be removed from the Project site. Contractor shall be solely responsible for obtaining any required disposal permits.

30. REMOVALS, ADJUSTMENTS AND DEMOLITIONS

Contractor shall carefully remove and dispose of existing concrete to be removed from the Project Site. Care shall be exercised to leave a neat, straight, uniform edge or joint at the excavation limits or sections removed where only portions are to be removed. City will designate the limits to be removed.

31. TRAFFIC CONTROL

Contractor shall be responsible for providing traffic control during the construction of this Project consistent with the provisions set forth in the "Texas Manual on Uniform Traffic Control Devices for Streets and Highways (latest edition)" and any subsequent amendments, adopted by the Texas Transportation Commission pursuant to Tex. Trans. Code §544.001, as amended. Contractor will not remove any regulatory sign, instructional sign, street name sign, or other sign which has been erected by City. If it is determined that a sign must be

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removed to permit required construction, Contractor shall contact City to remove the sign. In the case of regulatory signs, Contractor must replace the permanent sign with a temporary sign complying with the requirements of the above-referenced manual, and such temporary sign must be installed prior to the removal of the existing sign. If applicable to the Project, Contractor must submit a Traffic Control Plan for each phase of the construction at least seventy two (72) hours prior to commencing work for review and approval by City.

32. CERTIFICATION

IF NEEDED: Contractor shall submit a manufacturer's certification that the material(s) was/were manufactured and tested in accordance with the referenced Specifications. A report of test results and the certification shall be submitted prior to material shipment.

33. FINAL ACCEPTANCE OF WORK

Final acceptance of the Work is subject to final testing and approval of the Work by City.

34. WORK AREA

Contractor shall restrict his construction activity to the Project site.

35. CONTRACT TIME

The number of calendar days for completion of the Project will begin with the date specified in the Notice to Proceed. The Project shall be complete and ready for City's final acceptance not later than eighty-five (85) calendar days after the date of commencement of work set forth in the Notice to Proceed.

36. CONTRACTOR'S AFFIDAVIT OF BILLS PAID

Contractor shall be required to execute the form provided in Section BP prior to City's acceptance of the Project, which shall be a condition of final acceptance by City.

37. PAY ITEMS

Bid items provided are intended to be all-inclusive of the work required on this Project. Work required by the plans or specifications but not provided with a specific pay item shall be considered incidental to other items of work.

38. CONSTRUCTION STAKING

Construction staking will not be provided by City. It is required and it is to be paid for by Contractor.

39. COMPLIANCE WITH GENERAL RULES AND LAWS

Contractor shall familiarize himself with the nature and extent of the specifications, site conditions, traffic and safety requirements, and comply with all federal, state and local laws, ordinances, rules and regulations. Contractor shall determine how compliance with requirements, laws, rules, and regulations will affect his cost, progress or performance of the Work.

40. COMPLIANCE WITH IMMIGRATION LAWS

Contractor shall take all steps necessary to ensure that all of Contractor's employees and each subcontractor and subcontractor's employees are authorized to work in the United States as required by the Immigration Reform and Control Act of 1986.

41. INSURANCE

A. Contractor shall, during the term of this Agreement, maintain in full force and effect the following insurance:

- (i) a comprehensive general liability policy of insurance covering bodily injury, death and property damage including the property of the City, its officers, contractors, agents and employees insuring against all claims, demands or actions relating to the work and services provided pursuant to this Agreement with minimum limits on a per project basis of not less than One Million Dollars (\$1,000,000) combined single limit and Two Million Dollars (\$2,000,000) aggregate, including products and completed operations coverage and Personal and Advertising Injury with a minimum per occurrence limit of One Million Dollars (\$1,000,000). This policy shall be primary to any policy or policies carried by or available to the third party;
- (ii) a policy of automobile liability insurance covering all operations of Contractor pursuant to this Agreement involving the use of motor vehicles, including all owned, non-owned and hired vehicles with minimum limits of not less than One Million Dollars (\$1,000,000) combined single limit for bodily injury, death and property damage liability; and
- (iii) statutory Worker's Compensation Insurance at the statutory limits.

B. All insurance and certificate(s) of insurance shall contain the following provisions:

- (i) name City, its officers, and employees as additional insureds as to all applicable coverage with the exception of Workers Compensation Insurance; and
- (ii) provide for at least thirty (30) days prior written notice to City for cancellation or non-renewal of the insurance; and

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- (iii) provide for a waiver of subrogation against the City for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance. Contractor shall provide written notice to City of any material change of or to the insurance required herein.
- C. All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least "A: VIII" by AM Best or other equivalent rating service.
- D. A certificate of insurance evidencing the required insurance and all endorsements shall be delivered to City not later than ten (10) days after being notified of award of the Agreement for the Project.

42. WORKERS COMPENSATION:

Workers' Compensation Insurance Coverage for All Building Or Construction Contracts:

A. Definitions

Certificate of coverage - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the Texas Workers' Compensation

"Commission" means the "TWCC")

"Coverage agreement" means form TWCC-81, TWCC-82, TWCC-83, TWCC-84, showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on the Project, for the duration of the Project.

"Duration of the Project" means the period of time from the beginning of the work on the Project until Contractor's/person's work on the Project has been completed and accepted by City.

"Persons providing services on the Project" ("subcontractor" in Section 406.096 of the Texas Labor Code) includes all person or entities performing all or part of the services the Contractor has undertaken to perform on the Project, regardless of whether that person contracted directly with Contractor and regardless of whether that person has employees, including without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity or employees of any entity which furnishes persons to provide services on the Project.

"Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the Project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

- B. Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreement, which meets the statutory requirements of Texas Labor Code, §401.011 (44) for all employees of Contractor providing services on the Project, for the duration of the Project.
- C. Contractor must provide a certificate of coverage to City prior to being awarded the Agreement.
- D. If the coverage period shown on Contractor's current certificate of coverage ends during the duration of the Project, Contractor must, prior to the end of the coverage period, file a new certificate of coverage with City, showing that the coverage has been extended.
- E. Contractor shall obtain from each person providing services on the Project, and provide to City:
 - 1) a certificate of coverage, prior to that person beginning work on the Project, so that City will have on file certificates of coverage showing coverage for all persons providing services on the Project; and
 - 2) no later than seven (7) days after receipt by Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the Project;
- F. Contractor shall retain all required certificates of coverage on file for the duration of the Project and for one (1) year thereafter;
- G. Contractor shall notify City in writing by certified mail or personal delivery, within ten (10) days after Contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the Project;
- H. Contractor shall post on each Project site a notice, in the text, form and manner prescribed by the TWCC, informing all persons providing services on the Project that they are required to be covered, and stating how a person may verify current coverage and report failure to provide coverage.
- I. Contractor shall contractually require each person with whom it contracts to provide services on a project to:
 - 1) provide coverage, based on proper reporting of classification
 - 2) codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code §401.011(44) for all its employees providing services on the Project, for the duration of the Project;

- 3) provide to Contractor, prior to that person beginning work on the Project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the Project, for the duration of the Project.
 - 4) provide Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the Project;
 - 5) obtain from each other person with whom it contracts, and provide to Contractor:
 - a. a certificate of coverage, prior to the other person beginning work on the Project; and
 - b. a new certificate of coverage showing extension of the coverage period, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the Project;
 - 6) retain all required certificates of coverage on file for the duration of the Project and for one (1) year thereafter;
 - 7) notify the Owner in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the Project; and
 - 8) contractually require each other person with whom it contracts to perform as required by paragraphs (1) - (7), with the certificate or coverage to be provided to the person for whom they are providing services.
- J. By signing this Agreement or providing or causing to be provided a certificate of coverage, Contractor is representing to City that all employees of Contractor who will provide services on the Project will be covered by workers' compensation coverage for the duration of the Project, that the coverage will be based on proper reporting of classification codes any payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of self-insured, with the TWCC's Division of Self-Insurance Regulation. Providing false or misleading information may subject Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.
- K. Contractor's failure to comply with any of these provisions is a breach of contract by Contractor which entitles City to declare the Agreement terminated if Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from City.

The following is the form of notice of worker's compensation coverage prescribed by the TWCC. Pursuant to Section 110.11 0(d)(7), this notice must be printed with a title in at least 30-point bold type, and text in at least 19-point normal type, and shall be in both English and Spanish and any other language common to the worker population.

REQUIRED WORKERS' COMPENSATION COVERAGE

"The law requires that each person working on this site or providing services related to this Project must be covered by workers' compensation insurance. This includes persons providing, hauling, or delivering equipment or materials, or providing labor or transportation or other service related to the Project, regardless of the identity of their employer or status as an employee." "Call the Texas Workers' Compensation Commission at (512)440-3789 to receive further information on the legal requirement for coverage, to verify whether your employer has provided the required coverage, or to report an employer's failure to provide coverage."

This required notice should not be attached to the contract. Instead, upon request, the Contractor should be provided with a copy of Section 110.110 and Figure 2 thereto.

Please note that Section 110.110 of Chapter 28 of the Texas Administration Code requires that the governmental entity retain the certificates of coverage provided by Contractor for the duration of the Project and for three (3) years thereafter.

END OF SECTION

SECTION T
TECHNICAL SPECIFICATIONS

TECHNICAL SPECIFICATIONS – PORTER PARK POND REHABILITATION

BID ITEM NO. 1 SECTION I– Site Preparation

The provisions of NCTCOG Item 107.20 - “Protection of Work and Persons and Property”, Item 201 - “Site Protection”, Item 203.1 - “General Site Preparation”, Item 203.6 - “Dust Control” shall apply except as modified or clarified below:

- A. This item includes all labor, equipment, and materials necessary for the preparation of the project site for construction operations and the cleaning of the site prior to the final acceptance of the project.
- B. The location and dimensions shown on the plans relative to existing utilities are based on the best information available. It shall be the Contractor’s responsibility to verify locations of adjacent and/or conflicting utilities sufficiently in advance of the construction process to provide adequate clearance. The Contractor shall take all necessary precautions to protect all services encountered. Should the Contractor damage service lines due to his negligence, the lines shall be repaired and adjusted by the Contractor at the Contractor’s expense.
- C. Removal of existing irrigation systems and appurtenances shall be subsidiary to this bid item. Repair of said systems shall be incidental to Item 1 Section III – “Irrigation Repairs and Modifications” for information regarding the repair of impacted landscape systems.
- D. Erection of a temporary park security fence with green privacy screening shall be considered subsidiary to this Bid Item.
- E. The removal, salvaging, and reinstallation of park signs at the locations and according to the notes and details shown in the plans shall be considered subsidiary to this Bid Item. The existing park signs shall be stored within the project site until the final grades have been established and ready for sign reinstallation. Any damage to the park signs during the removal or storage process shall be repaired at the Contractors expense to existing or better conditions.
- F. The Contractor shall make a video of the entire project area prior to construction and furnish a copy to the City on digital format. The video should include building structures, sidewalks, parking lots, vegetation, trees, gates, irrigation (operating), fences, and other pertinent items that may be affected by the construction. The Contractor shall not be permitted to begin any construction on the site until this information is furnished.
- G. Where trees, plants, shrubbery, etc., are adjacent to the line of work and are not to be removed or removed and replaced, the Contractor shall protect such trees, plants, shrubbery, etc. If such trees, plants, shrubbery, etc. could likely be damaged by machinery, etc., orange safety fencing with steel T-posts having a minimum height of 3' and as approved by the City shall be utilized for protection. Hand excavation may also be required in vicinity of trees, plants, shrubbery, etc., that are to remain. The Contractor shall not permit machinery or employees to scrape, tear the limbs from,

damage, or attach guy cables to existing trees that are to remain in place. The Contractor shall be responsible for all damages to adjacent trees, plants, shrubbery, etc., that are to remain, and any such damage shall be remedied to the satisfaction of the City. Refer to Item 2 Section III – “Tree Protection” for more information.

- H. The Contractor shall limit their area of work to park and City property only.
- I. The Contractor shall submit a Stockpile Plan that designates locations for temporary storage of materials. This plan is subject to approval of the City. If stockpile(s) are located on private property, the Contractor must supply the City with a written letter of permission from the property owner to include the final state of the land to be used.
- J. The Contractor shall be responsible for the cleaning of the site in its entirety prior to final acceptance. The cleaning shall include all elements constructed as part of this project as well as all existing elements to remain that may have been soiled by the construction process. The cleaning of existing elements shall include the power washing of the existing concrete overflow weir to remain regardless of the constructions affect.
- K. If any City property that is not scheduled for removal with this project is damaged, then the Contractor shall be responsible for the repair or replacement of said item at the Contractors expense.
- L. This item includes the removal of all trees less than 6 inches in caliper diameter measured at 4.5 feet about ground level. If any tree removal greater than 6 inches is necessary for the construction of the project in the Contractors opinion, then the Contractor shall notify the City prior to removal to make a final determination. If said tree removal is deemed necessary, then the removal shall be paid for under this item and shall not be a basis for additional compensation.
- M. Measurement for this bid item shall be per acre.
- N. Payment for this bid item shall be paid for at the unit price bid for “Site Preparation”.

BID ITEM NO. 2 SECTION I– Aquatic Resources Relocation Plan

- A. This item includes all labor, equipment, permits, fees and materials necessary for the relocation of the aquatic life prior to the commencement of construction.
- B. The Contractor shall be responsible for contracting with a biologist or fishery capable of preparing of an Aquatic Resources Relocation Plan (ARRP) for submission to the Texas Parks and Wildlife Department and the execution of the activities identified in the ARRP. Additional information regarding the ARRP may be found at:
https://tpwd.texas.gov/publications/pwdpubs/media/pwd_1f_t3200_1958_arrp_guidelines_packet.pdf
- C. Measurement for this bid item shall be lump sum.
- D. Payment for this bid item shall be paid for at the unit price bid for “Aquatic Resources Relocation Plan”. No partial payments shall be made for this bid item.

BID ITEM NO. 3 SECTION I– Care of Water

- A. This item includes all labor, equipment, permits, fees and materials necessary for the initial and on-going dewatering, both surface and sub-surface, required for the construction of the project.
- B. The Contractor shall be responsible for the initial dewatering of the pond upon the completion of the activities identified in the ARRP and the subsequent management of surface water throughout the completion of the project.
- C. The Contractor shall be responsible for the management of groundwater throughout the construction of the project. The Contractor shall familiarize themselves with the information relating to the presence of the groundwater within the project area contained within CMJ Engineering, Inc. Report No. 117-24-360 dated July 2024.
- D. Measurement for this bid item shall be lump sum.
- E. Payment for this bid item shall be paid for at the unit price bid for “Care of Water”. Payment of a portion of the lump sum shall be made monthly based on percentage complete of the overall contract.

BID ITEM NO. 4 SECTION I – Construction Staking

The provisions of NCTCOG Item 105.4 - “Construction Stakes” shall apply except as modified or clarified below:

- A. The Contractor shall be responsible for all construction staking and for establishing the lines and grades required for construction of the project. Control points as identified on the Plans shall be staked by a land surveyor under the direction and supervision of a Registered Professional Land Surveyor employed by the Engineer.
- B. All Property Corners (I.R. - iron rods) disturbed shall be reinstalled by the Contractor at the exact same location as existing.
- C. Payment shall include all labor, materials, and incidentals to stake the project, including re-staking due to disturbance or removal of construction stakes during construction.
- D. Payment of a portion of the lump sum amount shall be made monthly based on percentage complete of the overall contract.
- E. Payment for this bid item shall be paid for at the unit price bid for “Construction Staking”.

BID ITEM NO. 5 SECTION I – Removing Rock Rip Rap (Grouted and Ungouted)

The provisions of NCTCOG Item 203.1 - “General Site Preparation” shall apply except as modified or clarified below:

- F. This item includes all labor, equipment, materials and incidentals required to remove and dispose of existing rock rip rap in accordance with plans and specifications.

- G. This item is intended to cover the removal of grouted and ungrouted rock rip rap regardless of depth and any subsurface base layers such as filter fabric and bedding material not suitable for repurposing on the project.
- H. Rock Rip Rap removed from the project shall not be repurposed.
- I. This surplus material shall become property of the Contractor and shall be disposed of at an off-site location.
- J. Measurement for this bid item shall be per square yard.
- K. Payment for this bid item shall be paid for at the unit price for “Removing Rock Rip Rap (Grouted and UngROUTed)”.

BID ITEM NO. 6 SECTION I – Removing Headwall (Variable Size)

The provisions of NCTCOG Item 203.1 - “General Site Preparation” shall apply except as modified or clarified below:

- A. This item includes all labor, equipment, materials and incidentals required to remove and dispose of existing concrete in accordance with plans.
- B. The removal of structures associated with the headwall not specifically identified on the demolition plan for removal shall be incidental to the removal of the headwall. Incidental items include but are not limited to: concrete rip rap, rock rip rap, baffle blocks, and pedestrian rails.
- C. This surplus material shall become the property of the Contractor and shall be disposed of at an off-site location.
- D. Measurement for this bid item shall be per each.
- E. Payment for this bid item shall be paid for at the unit price for “Removing Headwall (Variable Size)”.

BID ITEM NO. 7 SECTION I – Removing Storm Drain Pipe (Variable Size)

The provisions of NCTCOG Item 203.1 - “General Site Preparation” shall apply except as modified or clarified below:

- A. This item includes all labor, equipment, material, and incidentals required to cut, remove dispose of existing drainage pipes, collars, plugs and any other incidental appurtenances required for the construction of the drainage improvements shown in the plans.
- B. Contractor shall be responsible for locating existing lines to be removed and shall only be paid for existing lines actually removed.
- C. This surplus material shall become the property of the Contractor and shall be disposed of at an off-site location.
- D. Measurement for this bid item shall be per linear foot.

- E. Payment for this bid item shall be paid for at the unit price bid for “Removing Storm Drain Pipe (Variable Size)”.

BID ITEM NO. 8 SECTION I – Remove, Salvage, and Reinstall Pond Fountain, Controller, and Pump

The provisions of NCTCOG Item 203.1 - “General Site Preparation” shall apply except as modified or clarified below:

- A. This item includes all labor, equipment, material, and incidentals required to completely remove, salvage and reinstall pond fountain, controller(s), and pump(s) and any other incidental appurtenances in their entirety.
- B. The pond fountain, controller, and pump, power cords, etc... required for the operation of the fountain shall be stored within the site until ready for installation.
- C. Any surplus material not required for the operation of the fountain, controller, and pump shall become the property of the Contractor and shall be disposed of at an off-site location.
- D. Measurement for this bid item shall be per each.
- E. Payment for this bid item shall be paid for at the unit price bid for “Remove, Salvage and Reinstall Pond Fountain, Controller, and Pump”.

BID ITEM NO. 9 SECTION I – Remove, Salvage, Refinish, Reinstall Existing Dock

The provisions of NCTCOG Item 203.1 - “General Site Preparation” shall apply except as modified or clarified below:

- A. This item includes all labor, equipment, material, and incidentals required for the removal, salvaging, refinishing, and reinstallation of the existing dock at the locations and according to the notes and details shown in the plans. For the purposes of this project the term Dock shall encompass all functional pieces of the dock including but not limited to: guide posts, guide arms, approach ramps, transition plates, railing, handrails, decking, pontoons, and trim. Incidentals include but are not limited to: Trex (or approved equal) decking material, fasteners, steel tubes and caps, plate steel, and brackets or other mounting hardware,
- B. The Contractor shall remove and salvage the dock prior to the dewatering of the pond but not prior to the aquatic relocation conducted in accordance with the “Aquatic Resources Relocation Plan”. The existing dock shall be stored within the project site in a safe and remote area. The Contractor may also store the dock at their shop in order to conduct the refinishing work.
- C. The City shall be present at the dock removal process in order to assess the condition of the dock. Any damage to the dock during the removal or storage process shall be repaired at the Contractors expense to existing or better conditions.

- D. Measurement for this bid item shall be lump sum.
- E. Payment for this bid item shall be paid for at the unit price for “Remove, Salvage, Refinish, Reinstall Existing Dock”. Payment of a portion of the lump sum may be made based on percentage complete of the item.

BID ITEM NO. 10 SECTION I – Unclassified Excavation

The provisions of NCTCOG Item 203.2 - “Unclassified Excavation” shall apply except as modified or clarified below:

- A. This item includes all labor, equipment, material, and incidentals required for excavation activities required to bring the site to the grade lines necessary to construct the proposed improvements shown in the plans.
- B. The Contractor shall familiarize themselves with the information contained within CMJ Engineering, Inc. Report No. 117-24-360 dated July 2024.
- C. No extra payment shall be made for the excavation beyond the lines and grades shown on the plans unless the lines and grades are changed by the Engineer.
- D. The Contractor shall maintain a clean and working site to minimize odors from the excavation and excavated materials. Stockpiles of materials (especially unsuitable siltation materials) shall be held to a minimum and removed from the site within 2 days unless used for general fill under item 11 Section I – “Borrow (Pond Liner)”.
- E. Measurement for this bid item shall be per cubic yard complete in place. Measurement is based upon the plan’s quantity with material in its original position.
- F. Payment for this bid item shall be paid for at the unit price bid for “Unclassified Excavation”.

BID ITEM NO. 11 SECTION I– Spoil

The provisions of NCTCOG Item 203.4 - “Borrow and Spoil” shall apply except as modified or clarified below:

- A. This item includes all labor, equipment, material, and incidentals required for disposal of un-necessary or un-suitable material excavated in accordance with item 9 Section I – “Unclassified Excavation”.
- B. Unsuitable materials are defined as materials not suitable for general site or earthwork. The materials include but are not limited to: siltation material removed from the bottom of each pond, material from stripped areas, and material from areas that were excessively wet, unstable, or soft.
- C. No extra payment shall be made for spoil beyond that necessary to construct the lines and grades shown in the plans unless the lines and grades are modified by the Engineer.

- D. Spoil material shall become the property of the Contractor, unless otherwise indicated by the City during construction, and shall be disposed of at an off-site location.
- E. Measurement for this bid item shall be per cubic yard complete in place. Measurement is based upon the plan's quantity with material in its original position.
- F. Payment for this bid item shall be paid for at the unit price bid for "Spoil".

BID ITEM NO. 12 SECTION I – Borrow (Pond Liner)

The provisions of NCTCOG Item 203.4 - "Borrow and Spoil", Item 203.5 - "Embankment" shall apply except as modified or clarified below:

- A. This item includes all labor, equipment, material, testing, and incidentals required for the acquisition, stockpiling, placement, and compaction of material required to bring the site to the grade lines necessary to construct the proposed improvements shown in the plans.
- B. The material placed in accordance with this item shall be acquired, placed, and compacted in accordance with the recommendations contained within the CMJ Engineering, Inc. Report No. 117-24-360 dated July 2024 under the Pond Liner Alternatives.
- C. For offsite material utilized for fill on this project the Contractor shall provide a notarized certification that the borrow source site has never been contaminated with hazardous or toxic materials.
- D. No extra payment shall be made for borrow beyond that necessary to construct the lines and grades shown in the plans unless the lines and grades are modified by the Engineer.
- E. Measurement for this bid item shall be per cubic yard complete in place. Measurement is based upon the plan's quantity with the material in its final, compacted position.
- F. Payment for this bid item shall be paid for at the unit price bid for "Borrow (Pond Liner)".

BID ITEM NO. 13 SECTION I – Riprap (Conc) (CI B) (RR8&RR9) (TxDOT Standard)

The provisions of TxDOT Items 432 - "Riprap" shall apply except as modified or clarified below:

- A. This item includes all labor, equipment, materials, testing, and incidentals required to construct concrete riprap at the locations and in accordance with the notes and details shown in the plans.
- B. Volumetric concrete shall not be allowed on this project.

- C. Measurement for this bid item shall be per square yard complete in place.
- D. Payment for this bid item shall be paid for at the unit price bid for “Riprap (Conc) (RR8&RR9) (TxDOT Standard)”.

BID ITEM NO. 14 & 15 SECTION I– HDPE Pipe

The provisions of NCTCOG Item 508.6 - “Corrugated Thermoplastic Pipe” shall apply except as modified or clarified below:

- A. This item includes all labor, equipment, materials, testing, and incidentals required to install HDPE pipe at the locations and in accordance with the notes and details shown in the plans.
- B. This item shall include post-construction television inspection, plugs, plugging existing lines, tapping, collars, fittings, wyes, gaskets, supporting and protecting existing utilities and connections to adjacent structures necessary for complete installation.
- C. Preparation and execution of trench safety plan signed and sealed by a licensed engineer in the State of Texas in order to construct the proposed improvements for the project shall be considered subsidiary to this Bid Item.
- D. All proposed storm sewer connections shall be pre-fabricated. Field connections can be used for connections to existing lines only.
- E. Concrete collars shall be installed at all pipe size, grade changes, and connections to existing pipes and shall not comprise of volumetric concrete. Concrete collars are considered subsidiary to this Bid Item.
- F. Trench excavation, including embedment and backfill, are considered subsidiary to this Bid Item.
- G. Measurement for these bid items shall be per linear foot.
- H. Payment for these bid items shall be paid for at the unit price bid for “18 Inch HDPE pipe”, and “24 Inch HDPE Pipe”.

BID ITEM NO. 16 SECTION I – SLOPED END TREATMENT HEADWALL

The provisions of NCTCOG Item 702 - “Concrete Structures” shall apply except as modified or clarified below:

- A. This item includes all labor, equipment, materials, testing, and incidentals required to install safety end treatments (SET) at the locations and in accordance with the notes and details shown in the plans.
- B. Concrete for headwall shall be Class “C” with a minimum of 5 sacks per cubic yard

cement content and a 3,600-psi minimum compressive strength when tested at 28 days.

- C. Measurement for these bid items shall be per each.
- D. Payment for these bid items shall be paid for at the unit price bid for “Sloped End Treatment Headwall”.

BID ITEM NO. 1 Section II – SWPPP and Sedimentation Control

- A. This Item shall consist of temporary soil erosion sediment and water pollution control measures deemed necessary by the Owner for the duration of the Contract. The temporary pollution-control provisions contained herein shall comply, in their entirety, with TPDES General Permit No. TXR150000 requirements, the requirements of the NCTCOG “Storm Water Quality Best Management Practices (BMP) for Construction Activities” Manual, Current Edition, as indicated on the “Erosion and Sedimentation Control Procedures” drawings shown in the Plans, and as otherwise directed by the Owner’s Project Representative. These control measures shall be used to the extent practical to assure economical, effective and continuous erosion control throughout the construction period unless determined otherwise by the Owner. The temporary control measures shall include, but not be limited to, silt fence or hay bale barriers, inlet protection, rock type filter dams, jute matting (if required), temporary seeding, straw mulch, stabilized construction entrances and all other necessary devices deemed necessary by the Owner’s Project Representative to assure the most effective control. Should further preventative measures become evident, as determined by the Owner’s Project Representative, the Contractor shall act immediately to bring the erosion and siltation under control by whatever additional temporary means are deemed necessary.
- B. The CONTRACTOR shall be considered the operator with day to day operational control of the construction site and SWPPP per Texas Pollutant Discharge Elimination System (TPDES) General Permit No. TXR150000. All work shall conform to City standards, NCTCOG Standard Specification Item 202, “Temporary Erosion, Sedimentation, and Water Pollution Prevention and Control”, and TPDES General Permit No. TXR150000.
- C. The CONTRACTOR must revise or update the SWPPP whenever: 1) there is a change in design, construction, operation, or maintenance that has a significant effect on the discharge or pollutants and that has not been previously addressed in the SWPPP; or 2) results of inspections or investigations by site operators, CITY, TCEQ personnel, or a federal, state or qualified local agency indicate the SWPPP or ECP is proving ineffective in sediment control.
- D. Refer to the construction plans for the Engineer’s minimum recommended plan and associated construction details.

- E. Construction/Installation of Stabilized Construction entrances shall be provided under this bid item. Contractor must get alternate construction entrance locations approved by the City prior to installation.
- F. The Contractor shall maintain the temporary control devices during the project duration in a quality condition until the final completion of the project. Final payment will not be made until all erosion control devices and/or BMPs are removed from the project.
- G. Inlet Protection will be provided under this item, and shall consist of all materials, equipment, labor, tools and incidentals necessary to complete and maintain the inlet protection throughout the contract.
- H. Silt Fence will be provided under this item, and shall consist of all materials, equipment, labor, tools and incidentals necessary to complete and maintain the silt fence throughout the contract.
- I. Waste or disposal areas and temporary construction roads (if any) shall be located and constructed in a manner that will minimize the amount of sediment allowed to leave the site(s).
- J. In the event that temporary erosion, sediment and water-pollution-control measures required on the project are due to the Contractor's negligence, carelessness or failure to install proper controls as a part of the work as required, and are ordered by the Owner's Project Representative, such work shall not be measured for payment but shall be performed by the Contractor at his own expense.
- K. In the case of failure on the part of the Contractor to control soil erosion, pollution and/or siltation, the Owner reserves the right to employ outside assistance or to use Owner's forces to provide the necessary corrective measures. Such incurred direct costs plus project-engineering costs will be deducted from any money due or to become due to the Contractor.
- L. The Contractor shall provide, implement and maintain a Joint Stormwater Pollution Prevention Plan and shall include obtaining a Notice to Proceed and Notice of Termination.
- M. Measurement and payment for all items listed above shall be made on a lump sum basis and shall include all labor and materials necessary to provide and maintain the erosion control BMPs on this project in compliance with the SWPPP and the TPDES General Permit No. TXR150000. The costs of maintenance or any additional erosion controls above and beyond those described in the SWPPP and ECP necessary to maintain compliance with the TPDES permit are subsidiary to this pay item.
- N. Payment for this bid item shall be paid for at the unit price bid for "SWPPP".

BID ITEM NO. 2 SECTION II – Soil Retention Blanket, Seeding and Topsoil:

The provisions of NCTCOG Item 202.15 - "Erosion Control Blankets" shall apply except as modified or clarified below:

- A. Soil Retention Blanket shall be installed on all side slopes where specified immediately after seeding.
- B. Soil Retention Blanket shall be American Excelsior Company Curlex I or approved equal.
- C. Soil Retention Blanket shall be installed by rolling mat parallel to the direction of water flow.
- D. The Contractor shall install Soil Retention Blanket according to manufacturer instructions.
- E. Vegetation re-establishment associated with damage from access shall be incidental to the project bid items. All disturbed areas shall be restored in kind with grass and soil retention blankets when slopes exceed 6:1.
- F. The cost of topsoil, seeding, fertilizer, watering and mowing shall be included in this bid item.
- G. Measurement and payment shall be made per square yard of Soil Retention Blanket placed and shall include the cost of preparing the soil, seeding, furnishing, and installing mat, and all incidentals necessary to complete the work.
- H. Payment for this bid item shall be paid for at the unit price bid for “Hydromulch Seeding with Retention Blanket”.

BID ITEM NO. 1 Section III – Irrigation Repairs and Modifications

- A. This item includes all labor, equipment, materials, testing, and incidentals required for the repair of and modification to existing irrigation systems within the park necessary for the construction of any of the proposed improvements shown in the plans. Incidentals include but are not limited to: pvc irrigation pipe, heads, bends, control valves, wiring, caps, and plugs.
- B. The work for this item shall be conducted by or under the direct supervision of a licensed irrigator.
- C. The Contractor shall be responsible for ensuring that all areas disturbed by the construction activities are restored to existing or better conditions at no additional cost.
- D. Measurement for this bid item shall be lump sum.
- E. Payment for this bid item shall be paid for at the unit price bid for “Irrigation Repairs and Modifications”. Payment of a portion of the lump sum may be made based on percentage complete of the item.

BID ITEM NO. 2 SECTION III – Tree Protection

The provisions of NCTCOG Item 201.1 - “Removal, Protection, and Replacement of Trees, Shrubbery, Plants, Sod, and Other Vegetation” shall apply except as modified or clarified below:

- A. This item includes all labor, equipment, materials and incidentals required to install and maintain tree protection at the locations and in accordance with the notes and details shown in the plans.
- B. The Contractor shall protect all trees indicated on the plans within the construction limits of the project. No material shall be stored, and no vehicles shall be parked within the drip line of trees to be protected.
- C. The Contractor shall protect all trees outside of the limits of the project. No material shall be stored, and no vehicles shall be parked within the drip line of trees to be protected.
- D. Any damage to tree’s marked to be protected within the limits of the project or trees outside of the project limits during the construction process which results in the death of the tree shall be replaced in kind and any associated irrigation and bubblers necessary for the establishment of said tree shall be paid for at the Contractors expense. The City shall have the right to approve of the replacement tree.
- E. For damage to tree’s marked to be protected within the limits of the project or trees outside of the project limits during the construction process which will likely results in the death of the tree a \$1000 retainage, in excess of other contractual retainages, per tree shall be held for a duration of six (6) months after the substantial completion of the project. If within the six (6) month period immediately following substantial completion the tree dies, then the Contractor shall replace the tree in kind and any associated irrigation and bubblers necessary for the establishment of said tree shall be paid for at the Contractors expense. The City shall have the right to approve of the replacement tree.
- F. Measurement for this bid item shall be per each.
- G. Payment for this bid item shall be paid for at the unit price bid for “Tree Protection”.

SECTION T-1

GENERAL

Materials furnished and construction methods utilized for this Project shall be in conformance with the North Central Texas Council of Governments (NCTCOG) "Standard Specifications for Public Works Construction" (Newest Version), as amended or supplemented (**SEPARATE DOCUMENT NOT INCLUDED**), and the Texas Department of Transportation (TXDOT) "Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges" (Newest Version), as amended or supplemented (**SEPARATE DOCUMENT NOT INCLUDED**). Including the current engineering specifications and city ordinances and rules governing improvements upon subdivisions of land within the jurisdiction of the City of Sanger, Texas. Where conflicts exist, the following documents shall govern in the following order: (1) City of Sanger Ordinances; (2) Construction Plans; (3) Project Manual; (4) NCTCOG's "Standard Specifications for Public Works Construction.; (5) TXDOT's "Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges"

END OF SECTION

SECTION T-2

PORTER PARK POND REHABILITATION

1. GENERAL

The Project consists of the rehabilitation of Porter Park Pond, a retention facility located at the southern end of Sanger Sports Park experiencing abnormal water level loss. The elements of the project include, but are not limited to: excavating, storm drainage improvements, grading, park signage, aquatic species relocation, irrigation repairs and modifications, and erosion control. All existing utilities shall be located/secured/relocated as necessary before ANY grading or demolition begins. Contractor shall notify City if any utilities differ from their locations on the plans. Refer to the plans for the location of the Project. SWPPP permit must be acquired and implemented prior to ANY grading or demolition activity.

2. COMPLETING THE PROJECT

The Contractor shall employ the use of any means and methods appropriate to accomplish the task of completing the Project.

Areas to be graded shall be properly staked before grade work is performed.

Other items on the site are specified on the Construction Documents/Project Manual.

The Contractor shall complete this Project in accordance with the following:

A. Plan of Work

Prior to beginning work, the Contractor must submit a written plan to the Owner for review fully describing his proposed plan of work for completing this Project. The plan of work shall include the following information:

- 1) Detailed schedule of work.
- 2) Plan for collecting, containing, and disposing of waste material generated.
- 3) Plan for protecting ground around work and property which would reasonably be affected thereby.
- 4) Plan for worker safety and health.
- 5) Quality control plan.
- 6) Trench safety plan (as per NCTCOG specifications).
- 7) SWPPP.

B. Safety Precautions

The Contractor shall be fully responsible for the safety of the workmen on this Project and public in the vicinity of this Project at all times during the construction process. If required, protective equipment, abrasive resistant clothing, head covering, gloves, foot covering, safety shoes, leather gloves, ear protection and OSHA approved respirators shall be utilized as a minimum during the of the work.

Contractor shall provide all workers at least the minimum described safety equipment as well as that required by OSHA. If applicable, Contractor shall equip all workers that remove the painting system and cut or torch the existing steel with the proper OSHA respirators in accordance with OSHA 29CFR 1926.62 (t). The Contractor shall presume an initial airborne exposure to concrete dust, lead, silver, and other heavy metals for workers and provide appropriate protection from the presumed exposed level to lead, silver, and other heavy metals until such time as air tests established a lower exposure. Documentation from the Contractor and the Contractor's independent laboratory conducting air tests shall be submitted to the City to justify a lesser respirator.

C. Contractor Liability

Contractor shall be solely liable for all claims for personal and property damage including death, which results from the construction operations on this Project. If complaints are received by the Contractor or City from anyone, the Contractor shall investigate the complaint immediately and report in writing to the City corrective action Contractor is taking. It shall be the Contractor's complete responsibility to correct or make whole any damage or injuries caused by his operations.

D. Payment

Payment for work performed under this section of the specifications shall be paid as shown in the bid proposal. Payment will be for all work, materials and necessary appurtenances to complete the work. Payment for those items of work described in this section of the specifications for which no specific pay item is provided in the bid proposal shall be subsidiary to the items shown on the bid proposal.

APPENDIX

GEOTECHNICAL REPORT 117-24-360

July 29, 2024

Halff Associates, Inc.
2601 Meacham Boulevard, Suite 600
Fort Worth, Texas 76137

Attn: Mr. Samson Lotigo, P.E.

**RE: CMJ REPORT 117-24-360
POND INVESTIGATION
SANGER SPORTS PARK
SANGER, TEXAS**

Dear Mr. Lotigo:

INTRODUCTION

CMJ Engineering, Inc. (CMJ) is pleased to present herein the results of a geotechnical investigation for the existing retention pond located in the southern portion of Sanger Sports Park in Sanger, Texas. The geotechnical services were performed in general accordance with CMJ Proposal No. 24-9424 dated January 9, 2024. Authorization to perform this investigation was provided via Standard Subcontract for Subsurface Services with Halff Associates, Inc., Project Number (AVO): 57185.001 dated March 20, 2024.

The project consists of investigating the existing soil stratigraphy around the existing pond in order to evaluate their in-situ permeability and water retention characteristics. The City of Sanger reports the pond has not been holding water recently; however, it is understood the pond did not experience significant water losses prior to approximately 2 years ago. Erosion of the pond banks was observed, particularly at the base of the existing primary concrete spillway and around the existing stormwater outfalls which outlet into the pond. The pond was constructed entirely as cut below existing grade circa 2011.

FIELD INVESTIGATION

Subsurface materials were explored by three (3) vertical soil borings drilled to a depth of 25 feet. The borings were drilled using truck-mounted drilling equipment at the approximate locations shown on the Plan of Borings, Plate A.1. The boring logs are included on Plates A.4 through A.6 and keys to classifications and symbols used on the log are provided on Plates A.2 and A.3. Detailed descriptions of the field and laboratory procedures are on file and available upon request. Ground surface elevations shown on the borings logs are approximate, as interpreted from topographic survey data provided by Halff Associates.

CMJ Engineering	7636 Pebble Drive
p: 817.284.9400	Fort Worth, TX 76118
f: 817.589.9993	www.cmjengr.com

SUBSURFACE CONDITIONS AND LABORATORY TESTING

Soils encountered consist of dark brown, brown, light brown and gray silty clays and clays of moderate to high plasticity. These clay soils contain various ironstone nodules, iron seams, and occasional calcareous nodules. Light brown and gray sandy clays containing gravel are present below 20 feet in Borings B-1 and B-2. In addition, tan clayey sand containing gravel is present below 22 feet in Boring B-3.

The borings were drilled using continuous drilling methods in order to observe ground-water seepage during drilling. Ground-water seepage was encountered at depths of 12 to 17 feet during drilling. Water levels of 7 to 12 feet were observed at the completion of drilling operations. It should be recognized that ground water conditions will vary with fluctuations in rainfall. Fluctuations of the ground water level can occur due to seasonal variations in the amount of rainfall; site topography and runoff; hydraulic conductivity of soil strata; and other factors not evident at the time the borings were performed. Ground water levels near the observed levels should be anticipated throughout the year. Due to the variable subsurface conditions, long-term observations would be necessary to more accurately evaluate the ground water level. Such observations would require installation of piezometer or observation wells which are sealed to prevent the influence of surface water. The possibility of ground-water level fluctuations should be considered when developing the design and construction plans for the project.

Laboratory testing consisted of moisture content and soil identification, liquid and plastic limits determinations, gradations and laboratory permeability. Atterberg Limit determinations indicate Liquid Limits varying from 27 to 55 with Plasticity Indices varying from 13 to 35. Percentages of material passing through the No. 200 sieve ranged from 31 to 97 percent with clay fractions ranging from 27 to 41 percent. The lower plasticity index and minus the No. 200 sieve results are associated with the sandy clay and clayey sand materials present below 20- to 22-foot depths. Particle size analyses are provided on Plates A.7 through A.10. Four hydraulic conductivity (USACE EM 110-2-1906, Appendix VII) tests were performed on selected undisturbed recovered samples of the clay and silty clay materials, with tested values of 8.5×10^{-8} to 1.2×10^{-7} cm/s as documented on the attached hydraulic conductivity test reports, Plates A.11 through and A.14.

POND RETENTION RECOMMENDATIONS

Summary of Results

Clay soils with a Plasticity Index on the order of 20 or greater are considered to be relatively impervious and would normally be considered to provide adequate protection against large seepage losses. A maximum permeability value of 1.0×10^{-7} cm/s or less is a typical goal for pond soil liner materials. The plasticity indices of the clay soils encountered in the borings within the approximate pond depth range (pond bottom near Elevation 597) vary from 21 to 35, with an average value of 28. Based on these plasticity index results, large seepage losses would not be anticipated, particularly considering the results of permeability testing, being on the order of 1.0×10^{-7} or less. However, the soils with tested plasticity indices closer to 20 which were found in Boring B-2 and below 15- to 16- foot depths in Borings B-1 and B-3 are considered marginal materials with respect to water retention. Particle size analyses and permeability testing results indicate significant silt and clay fractions, thus the seepage losses should occur rather slowly. Based on historic aerial imagery, a large and mature tree was present within the pond bottom. It is not known to what degree of grubbing and associated root removal took place during construction. If left in place, decayed roots can also lead to seepage losses, particularly if there exists a direct pathway to the underlying materials of higher permeability.

Pond Liner Alternatives

Many options are available to decrease the permeability characteristics of the existing pond bottom materials to reduce the observed losses, depending on the availability and cost of the options. The following may be considered:

- Clay soils excavated from nearby surface sources possessing a Plasticity Index of at least 25 and a minimum clay fraction of 30 percent.
- Man-made polyethylene or comparable liner
- Other manufactured liner alternatives
- Modification of existing soils with bentonite or propriety chemicals

Prior to the installation of any of the above methods, all areas to be excavated or to receive a liner or liner materials should be cleared, grubbed, and stripped prior to excavation and subgrade preparation.

Clearing and grubbing should consist of the removal of all large vegetation, abandoned structures, and debris, including all roots 1 inch or larger in diameter, to a minimum depth of 12 inches. Stripping should consist of the removal of all topsoil, roots, vegetation and rubbish not removed by the clearing and grubbing operation. Additionally, any other unsatisfactory or otherwise objectionable materials should be removed from the subgrade area. The stripped areas should be observed by the Engineer to determine if additional excavation is required to remove unsuitable materials that would adversely affect liner placement process. The subgrade should be firm and able to support the construction equipment without displacement. Soft or yielding subgrade shall be corrected and made stable before construction proceeds. The subgrade shall be proof rolled to detect soft spots, which if exist, should be reworked. Proof rolling should be performed using a heavy pneumatic tired roller, loaded dump truck, or similar equipment weighing approximately 25 tons. The proof rolling operations should be observed by the Engineer.

An imported clay liner, if used, should be a minimum 2 feet thick with a Plasticity Index of 25 or greater. The liner clays should be placed in 6-inch lifts, moistened to their optimum moisture content or above, and compacted to at least 95 percent of Standard Proctor Compaction (ASTM D698). Four 6-inch lifts of liner soils are recommended to produce a full 2-foot natural soil liner. Prior to placing subsequent lifts, it is highly recommended that the previous lift be lightly scarified to assure a proper bond between the lifts of fill. In-situ density tests also are recommended on each lift of fill to assure that the proper moisture and density is achieved. In order to help provide a homogeneous liner, a minimum of four passes of the tamping foot roller should be provided, even if the recommended density is achieved with fewer passes. Field density tests (including moisture content) taken at a minimum of one field density test for each 5,000 square feet of compacted area is recommended. For small or critical areas, the frequency of testing should be reduced to one test per 2,500 square feet or less. The earthwork operations should be observed and tested on a continuing basis by an experienced geotechnician working in conjunction with the project geotechnical engineer. Each lift should be compacted, tested, and approved before another lift is added. In order to maintain a crack free final liner zone, it is preferable to keep the liner soils continually moist. If the liner soils are allowed to dry, desiccation cracks can open up through the liner, allowing sands and silts to enter the cracks and essentially produce a “hole” in the final liner material. Care should be taken that desiccation is not permitted during construction and that the completed liner is not allowed to dry prior to re-filling the pond.

Man-made liners also can be established as a positive seepage cut off. Consideration should be given to 30-mil manufactured polyethylene or similar material. Where overlapping is necessary, the seams in the overlap should be appropriately bonded together to prevent moisture migration. The manufactured material should be checked for effects of ultra-violet radiation and deterioration potential over time. In addition, it is extremely important that no punctures be allowed in the liner during installation.

Other manufactured liner materials might consist of manufactured geosynthetic clay liners (e.g., Bentomat) or similar bentonite/geotextile material. As in the case of other manufactured liners, manufacturer's recommendations for overlapping should be followed and no surface puncturing should be allowed. These liners have the advantage of ease of placement and not being susceptible to seepage problems due to liner cracking upon drying.

As an additional alternative, the existing soils could be mixed with imported bentonite clay to produce a new pond lining with reduced permeability characteristics. We recommend a minimum of 3 percent bentonite be used to modify the existing soils for a minimum 12-inch-thick bentonite treated zone. The amount of bentonite should be on the order of 36 pounds per square yard for a 12-inch depth. The bentonite should be thoroughly mixed and blended with the upper 12 inches of the subgrade. The subgrade should be processed by discing or pulverizing throughout the 12-inch thickness to break up and reduce clod size, and provide additional blending of materials. Processing should consist of at least five passes of a fully penetrating disc plow or three passes of a fully penetrating roto-till pulverizer. Additional passes of the processing equipment should be performed as necessary to accomplish breaking up, reduction of clod size, and blending the bentonite-soil mixture. Each successive pass of the processing equipment should be in a direction perpendicular to the previous pass, where working space permits. As similar to a natural soil liner, it is recommended that the bentonite/onsite soil liner be moistened and compacted as recommended above. The moisture content of the soil should be adjusted, if necessary, by either aeration or the addition of water to bring the moisture content within the recommended range. Water required for sprinkling to bring the fill material to the proper moisture content should be applied evenly. When the moisture content and the condition of the soil-bentonite mixture are satisfactory, compaction should be performed with a heavy tamping foot (sheep's foot) roller with fully penetrating feet either towed by a crawler-type tractor or the self-propelled type. The tamping foot roller should weigh no less than 2,000 pounds per linear foot of drum width.

Proprietary methods are also available for treating existing soils in order to reduce permeability. Seepage Control, Inc. in Chandler, Arizona manufactures and installs a product named ESS-13 which has been used successfully to reduce permeability of existing soils for pond applications. This specialty contractor would be contacted directly for further information.

Dewatering of Excavations

The following information is provided as a guideline only. The contractor should be responsible for selecting and providing appropriate excavation dewatering systems for use during construction.

Ground water may be encountered within excavations greater than 7 feet below grade as referenced at the exploration boring locations. The decision as to the method for handling ground water depends upon such factors as the soil characteristics within the excavation depths, site hydrogeology, the size and depth of the excavation, method of excavation and side slopes.

The choice of a particular method or a combination of methods for dewatering any given excavation will require an analysis of the subsurface soil and ground water conditions, the requirements of the work, and the contractor’s experience with dewatering excavations. Once these factors are known, consideration can be given to the various methods available for handling ground water and a selection can be made as to a suitable method. A certain amount of flexibility is important in the dewatering process.

Regardless of the dewatering method selected, it should be capable of lowering and continuously maintaining the ground-water surface a minimum of 2 feet below the base of all excavations throughout the construction period. The contractor should be required to provide adequate personnel and equipment to operate and maintain the dewatering system on a 24-hour basis, as required.

ANCILLARY COMMENTS

Acceptance of Imported Fill

Any soil imported from off-site sources should be tested for compliance with the recommendations for the particular application and approved by the Engineer prior to the materials being used. The owner also should require the contractor to obtain a written, notarized certification from the

landowner of each proposed off-site soil borrow source stating that to the best of the landowner's knowledge and belief there has never been contamination of the borrow source site with hazardous or toxic materials. The certification should be furnished to the owner prior to proceeding to furnish soils to the site. The soil materials derived from the excavation of underground petroleum storage tanks should not be used as fill on this project.

Excavation

The side slopes of excavations through the overburden soils should be made in such a manner to provide for their stability during construction. Structures, pipelines or other facilities, which are constructed prior to or during the currently proposed construction and which require excavation, should be protected from loss of end bearing or lateral support.

Temporary construction slopes and/or permanent embankment slopes should be protected from surface runoff water. Site grading should be designed to allow drainage at planned areas where erosion protection is provided, instead of allowing surface water to flow down unprotected slopes.

The contractor must comply with all applicable safety regulations concerning trench safety and excavations including, but not limited to, OSHA regulations.

Erosion and Sediment Control

All disturbed areas should be protected from erosion and sedimentation during construction, and all permanent slopes and other areas subject to erosion or sedimentation should be provided with permanent erosion and sediment control facilities. All applicable ordinances and codes regarding erosion and sediment control shall be followed.

CLOSURE

CMJ Engineering, Inc. appreciates the opportunity to perform this investigation and provide the recommendations herein. Readers should understand that the onsite materials have significant variability in soil type and grain size consistency. As a result, it is highly recommended that, upon completion of the excavation for the pond, CMJ Engineering, Inc. be retained to view the pond bottom soils and provide any further comments or recommendations regarding liner usage and placement. It is recommended that CMJ Engineering, Inc. be allowed the opportunity to perform appropriate moisture and density testing of any potential liner soils to verify their material compaction characteristics. Please contact us should questions arise on information contained herein.

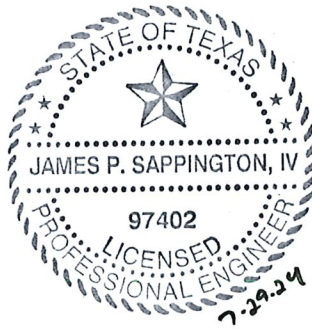
The following plates are attached and complete this report:

- Plate A.1 - Plan of Borings
- Plate A.2 - Unified Soil Classification System
- Plate A.3 - Key to Classification and Symbols
- Plates A.4 – A.6 - Logs of Borings
- Plate A.7 – A.10 - Particle Size Distribution Reports
- Plates A.11 – A.14 - Hydraulic Conductivity Test Reports

* * * *

Respectfully submitted,
CMJ ENGINEERING, INC.
TEXAS FIRM REGISTRATION NO. F-9177

James P. Sappington IV, P.E.
President
Texas No 97402



- copies submitted:
- (1) Mr. Samson Lotigo, P.E.; Halff Associates, Inc. (by email and mail)
 - (1) Mr. Jacob T. Hays, P.E.; Halff Associates, Inc. (by email)



Item 3.

CMJ Engineering
 CMJ Project No. 117-24-360

PLAN OF BORINGS
 Pond Investigation
 Sanger Sports Park
 Sanger, Texas

Plate
A.1

Major Divisions		Grp. Sym.	Typical Names	Laboratory Classification Criteria				
Coarse-grained soils (more than half of the material is larger than No. 200 sieve size)	Gravels (More than half of coarse fraction is larger than No. 4 sieve size)	Clean gravels (Little or no fines)	GW	Well-graded gravels, gravel-sand mixtures, little or no fines	$C_u = \frac{D_{60}}{D_{10}}$ greater than 4: $C_c = \frac{(D_{30})^2}{D_{10} \times D_{60}}$ between 1 and 3			
		Gravels with fines (Appreciable amount of fines)	GP	Poorly graded gravels, gravel-sand mixtures, little or no fines	Not meeting all gradation requirements for GW			
			GM	Silty gravels, gravel-sand-silt mixtures	Liquid and Plastic limits below "A" line or P.I. greater than 4	Liquid and plastic limits plotting in hatched zone between 4 and 7 are borderline cases requiring use of dual symbols		
			GC	Clayey gravels, gravel-sand-clay mixtures	Liquid and Plastic limits above "A" line with P.I. greater than 7			
	Sands (More than half of coarse fraction is smaller than No. 4 sieve size)	Clean sands (Little or no fines)	SW	Well-graded sands, gravelly sands, little or no fines	$C_u = \frac{D_{60}}{D_{10}}$ greater than 6: $C_c = \frac{(D_{30})^2}{D_{10} \times D_{60}}$ between 1 and 3			
			SP	Poorly graded sands; gravelly sands, little or no fines	Not meeting all gradation requirements for SW			
		Sands with fines (Appreciable amount of fines)	SM	Silty sands, sand-silt mixtures	Liquid and Plastic limits below "A" line or P.I. less than 4	Liquid and plastic limits plotting between 4 and 7 are borderline cases requiring use of dual symbols		
			SC	Clayey sands, sand-clay mixtures	Liquid and Plastic limits above "A" line with P.I. greater than 7			
			Determine percentages of sand and gravel from grain size curve. Depending on percentage of fines (fraction smaller than No. 200 sieve size), coarse-grained soils are classified as follows: Less than 5 percent.....GW, GP, SW, SP More than 12 percent.....GM, GC, SM, SC 5 to 12 percent..... <i>Borderline</i> cases requiring dual symbols					
			Fine-grained soils (More than half of material is smaller than No. 200 sieve)		Silts and clays (Liquid limit less than 50)		ML	Inorganic silts and very fine sands, rock flour, silty or clayey fine sands, or clayey silts with slight plasticity
				CL	Inorganic clays of low to medium plasticity, gravelly clays, sandy clays, silty clays, and lean clays			
				OL	Organic silts and organic silty clays of low plasticity			
Silts and clays (Liquid limit greater than 50)				MH	Inorganic silts, micaceous or diatomaceous fine sandy or silty soils, elastic silts			
				CH	Inorganic clays of high plasticity, fat clays			
				OH	Organic clays of medium to high plasticity, organic silts			
Highly Organic soils				Pt	Peat and other highly organic soils			

SOIL OR ROCK TYPES											
	GRAVEL		LEAN CLAY		LIMESTONE						
	SAND		SANDY		SHALE						
	SILT		SILTY		SANDSTONE						
	CLAYEY		HIGHLY PLASTIC CLAY		CONGLOMERATE						

TERMS DESCRIBING CONSISTENCY, CONDITION, AND STRUCTURE OF SOIL

Fine Grained Soils (More than 50% Passing No. 200 Sieve)

Descriptive Item	Penetrometer Reading, (tsf)
Soft	0.0 to 1.0
Firm	1.0 to 1.5
Stiff	1.5 to 3.0
Very Stiff	3.0 to 4.5
Hard	4.5+

Coarse Grained Soils (More than 50% Retained on No. 200 Sieve)

Penetration Resistance (blows/foot)	Descriptive Item	Relative Density
0 to 4	Very Loose	0 to 20%
4 to 10	Loose	20 to 40%
10 to 30	Medium Dense	40 to 70%
30 to 50	Dense	70 to 90%
Over 50	Very Dense	90 to 100%

Soil Structure

Calcareous	Contains appreciable deposits of calcium carbonate; generally nodular
Slickensided	Having inclined planes of weakness that are slick and glossy in appearance
Laminated	Composed of thin layers of varying color or texture
Fissured	Containing cracks, sometimes filled with fine sand or silt
Interbedded	Composed of alternate layers of different soil types, usually in approximately equal proportions

TERMS DESCRIBING PHYSICAL PROPERTIES OF ROCK

Hardness and Degree of Cementation

Very Soft or Plastic	Can be remolded in hand; corresponds in consistency up to very stiff in soils
Soft	Can be scratched with fingernail
Moderately Hard	Can be scratched easily with knife; cannot be scratched with fingernail
Hard	Difficult to scratch with knife
Very Hard	Cannot be scratched with knife
Poorly Cemented or Friable	Easily crumbled
Cemented	Bound together by chemically precipitated material; Quartz, calcite, dolomite, siderite, and iron oxide are common cementing materials.

Degree of Weathering

Unweathered	Rock in its natural state before being exposed to atmospheric agents
Slightly Weathered	Noted predominantly by color change with no disintegrated zones
Weathered	Complete color change with zones of slightly decomposed rock
Extremely Weathered	Complete color change with consistency, texture, and general appearance approaching soil

Project No. 117-24-360	Boring No. B-1	Project Pond Investigation Sanger Sports Park - Sanger, Texas	
Location See Plate A.1		Water Observations Seepage at 12' during drilling; water at 12' at completion	
Completion Depth 25.0'	Completion Date 6-19-24		

Depth, Ft.	Symbol	Samples	Surface Elevation 609.0	Type CME-55, w/ CFA	REC %	RQD %	Blows/Ft. or Pen Reading, T.S.F.	Passing No 200 Sieve, %	Liquid Limit, %	Plastic Limit, %	Plasticity Index	Moisture Content, %	Unit Dry Wt. Lbs./Cu. Ft.	Unconfined Compression Pounds/Sq. Ft.
				Stratum Description										
				SILTY CLAY , dark brown, w/ ironstone nodules and iron seams, stiff to very stiff -hard above 2'			4.5+					15		
5							2.0		49	19	30	20	98	
							3.0					24		
							3.0					22		
							4.0					21		
10							3.25					21		
							2.25	93	49	20	29	25		
15			594.0	-firm below 14'			1.0					25	93	
				SILTY CLAY , brown, w/ ironstone nodules and iron seams, soft to firm			1.0	88	40	16	24	25		
							0.75					28		
20			589.0	SANDY CLAY , light brown, w/ gravel, ironstone nodules, and iron seams, stiff -w/ gray above 22' -hard below 22'			1.5					23		
							4.5+					12		
25			584.0				4.5+					13		

LOG OF BORING 117-24-360.GPJ CMJ.GDT 7/29/24

Project No. 117-24-360	Boring No. B-2	Project Pond Investigation Sanger Sports Park - Sanger, Texas
Location See Plate A.1		Water Observations Seepage at 17' during drilling; water at 12' at completion
Completion Depth 25.0'	Completion Date 6-19-24	

Depth, Ft.	Symbol	Samples	Surface Elevation	Type	REC %	RQD %	Blows/Ft. or Pen Reading, T.S.F.	Passing No 200 Sieve, %	Liquid Limit, %	Plastic Limit, %	Plasticity Index	Moisture Content, %	Unit Dry Wt. Lbs./Cu. Ft.	Unconfined Compression Pounds/Sq. Ft.
			607.0	CME-55, w/ CFA										
Stratum Description														
5			601.0	SILTY CLAY , dark brown, w/ ironstone nodules and iron seams, very stiff to hard			4.5+					15		
							3.75					20		
							4.5+		40	17	23	17		
				SANDY SILTY CLAY , brown, w/ ironstone nodules and iron seams, stiff to very stiff -w/ calcareous nodules below 8'			4.0					17		
							3.75					16		
							3.0					15	104	
							3.0		35	14	21	14		
							1.75					17		
			591.0	SILTY CLAY , brown, w/ calcareous nodules, ironstone nodules and iron seams, stiff to very stiff			3.5		47	16	31	20		
							2.75					20		
			587.0	SANDY CLAY , light brown, w/ gravel, ironstone nodules, and iron seams, very stiff to hard			4.5+					12		
							4.0		27	14	13	13		
							50/4.5"							
			582.0											

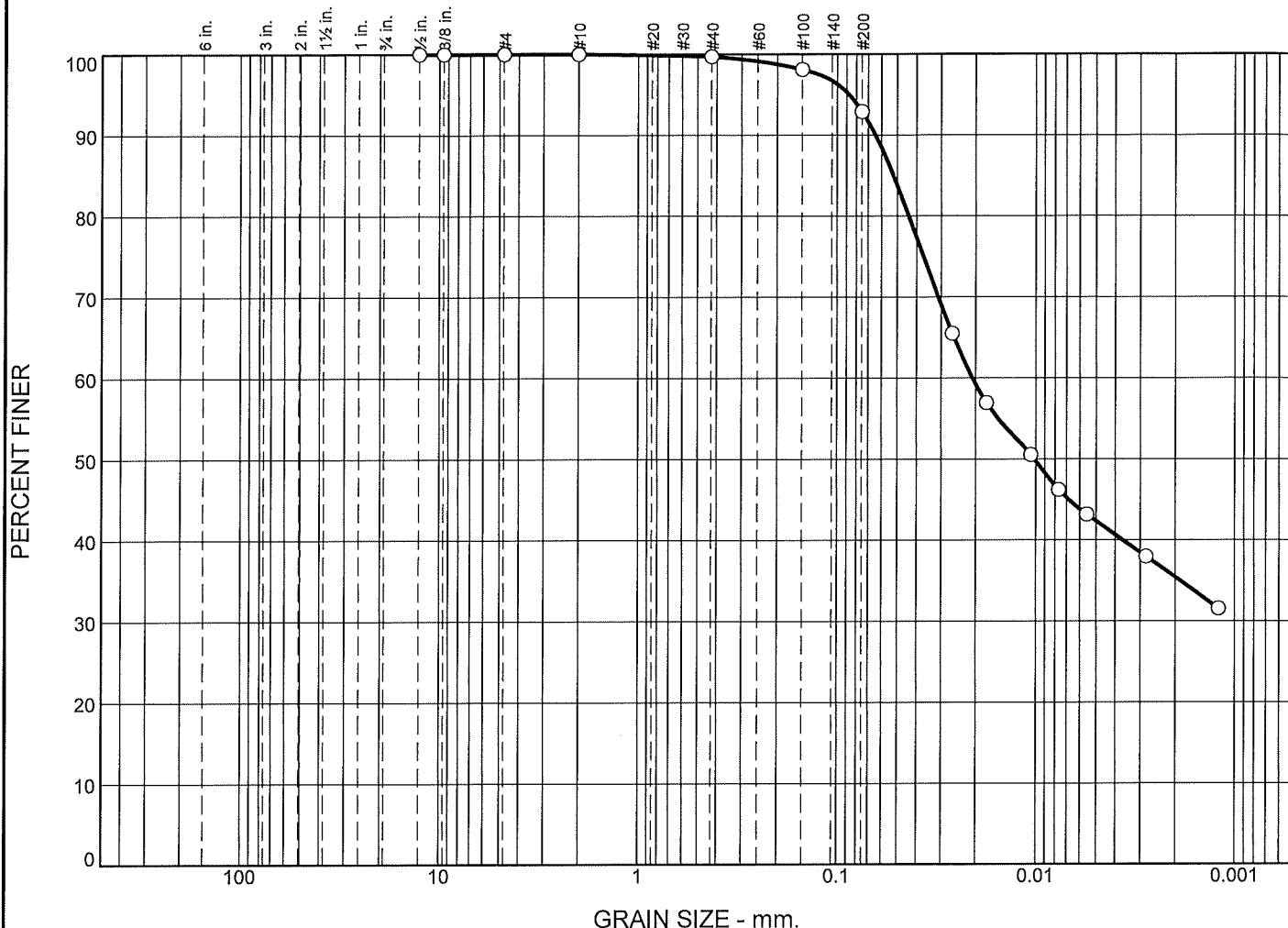
LOG OF BORING 117-24-360.GPJ CMJ.GDT 7/29/24

Project No. 117-24-360	Boring No. B-3	Project Pond Investigation Sanger Sports Park - Sanger, Texas	
Location See Plate A.1		Water Observations Seepage at 12' during drilling; water at 7' at completion	
Completion Depth 25.0'	Completion Date 6-19-24		

Depth, Ft.	Symbol	Samples	Surface Elevation 607.0	Type CME-55, w/ CFA	REC %	RQD %	Blows/Ft. or Pen Reading, T.S.F.	Passing No 200 Sieve, %	Liquid Limit, %	Plastic Limit, %	Plasticity Index	Moisture Content, %	Unit Dry Wt. Lbs./Cu. Ft.	Unconfined Compression Pounds/Sq. Ft.
Stratum Description														
5			601.0	SILTY CLAY , dark brown, w/ ironstone nodules and iron seams, stiff -hard above 2'			4.5+		46	18	28	19		
							2.5					25		
							1.75					24		
							2.5					24	95	
							2.25	97	55	20	35	27		
							2.0					29		
							2.5					21		
							2.5					18		
			591.0	SILTY CLAY , light brown and gray, w/ calcareous nodules, ironstone nodules, and iron seams, stiff			2.0	89	40	16	24	22		
							2.5					23		
							2.0					23		
			585.0	CLAYEY SAND , tan, w/ gravel and calcareous nodules, very dense										
			582.0				50/5.125"	31				11		

LOG OF BORING 117-24-360.GPJ CMJ.GDT 7/29/24

Particle Size Distribution Report



% +3"	% Gravel		% Sand			% Fines	
	Coarse	Fine	Coarse	Medium	Fine	Silt	Clay
0.0	0.0	0.0	0.0	0.3	6.8	57.5	35.4

LL	PL	D ₈₅	D ₆₀	D ₅₀	D ₃₀	D ₁₅	D ₁₀	C _c	C _u
49	20	0.0524	0.0208	0.0102					

MATERIAL DESCRIPTION	TEST DATE	USCS	NM
		CL	

Project No. 117-24-360 **Client:** Halff Associates, Inc.
Project: City of Sanger Park Pond Investigation

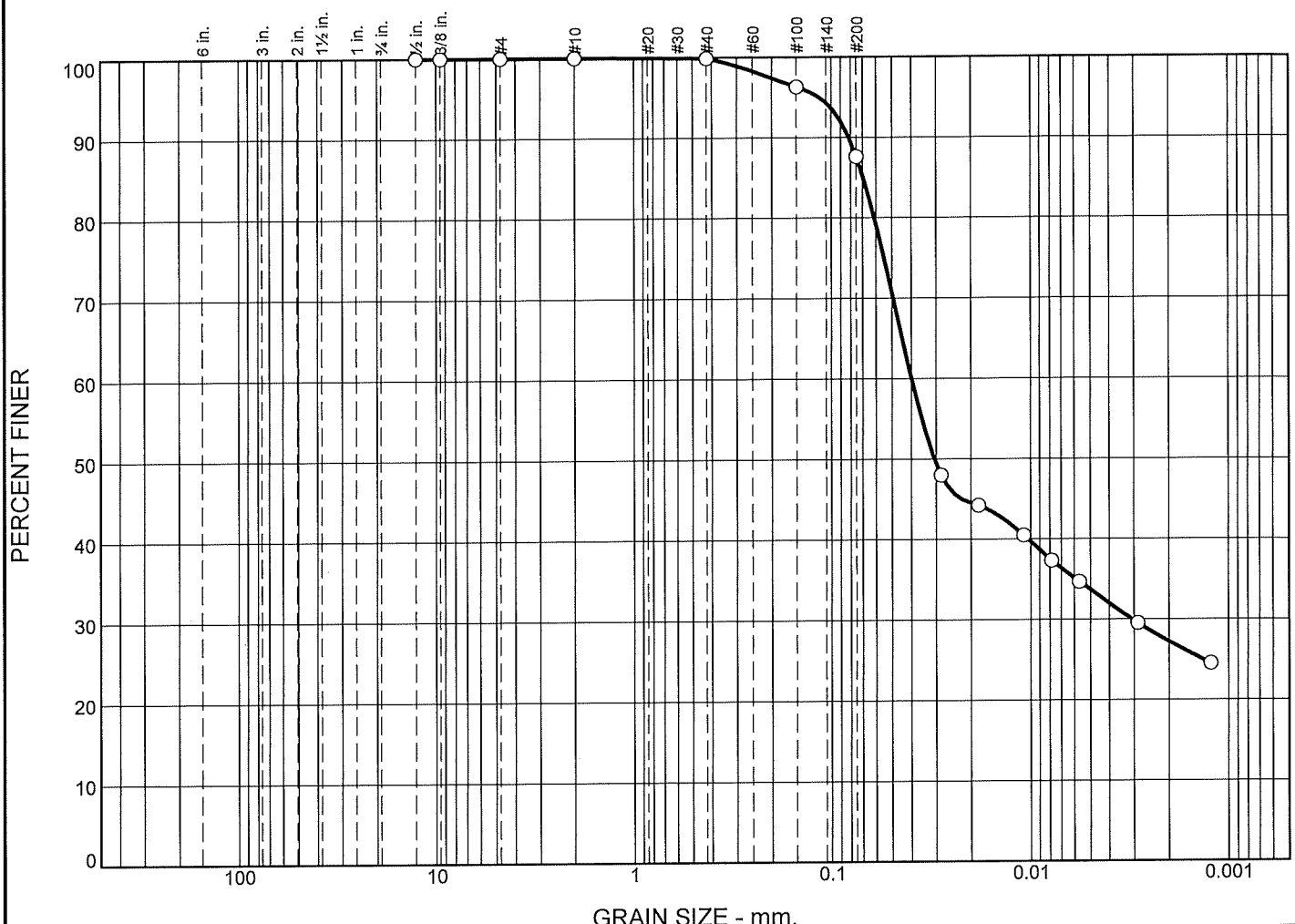
Depth: 12-14 **Sample Number:** B-1

CMJ ENGINEERING, INC.
Fort Worth, Texas

Remarks:

PLATE A.7

Particle Size Distribution Report



% +3"	% Gravel		% Sand			% Fines	
	Coarse	Fine	Coarse	Medium	Fine	Silt	Clay
0.0	0.0	0.0	0.0	0.1	12.3	60.4	27.2

LL	PL	D ₈₅	D ₆₀	D ₅₀	D ₃₀	D ₁₅	D ₁₀	C _c	C _u
40	16	0.0694	0.0399	0.0306	0.0031				

MATERIAL DESCRIPTION							TEST DATE	USCS	NM
○								CL	

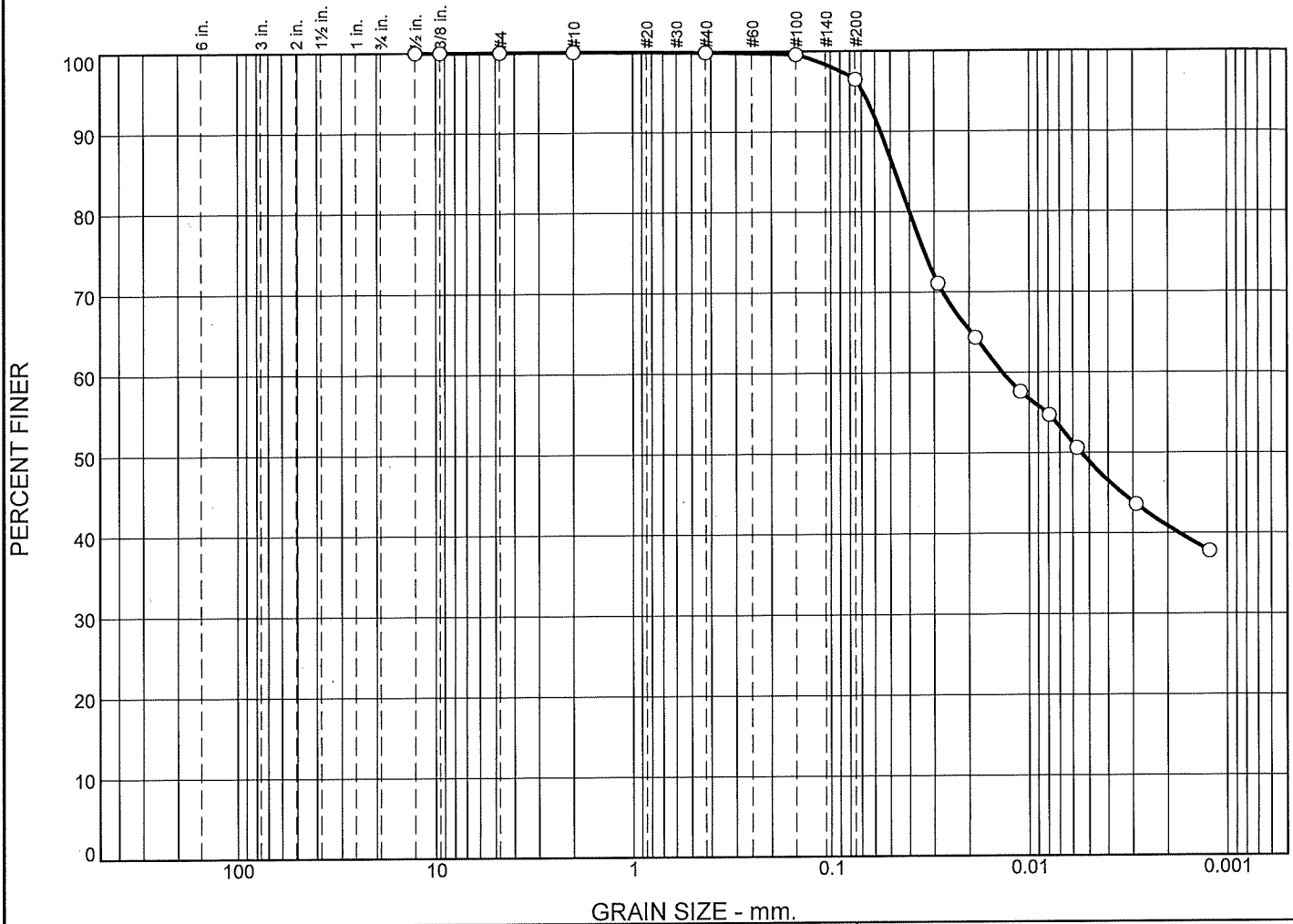
Project No. 117-24-360 **Client:** Halff Associates, Inc.
Project: City of Sanger Park Pond Investigation

 ○ **Depth:** 16-18 **Sample Number:** B-1

Remarks:

CMJ ENGINEERING, INC.
 Fort Worth, Texas

Particle Size Distribution Report



% +3"	% Gravel		% Sand			% Fines	
	Coarse	Fine	Coarse	Medium	Fine	Silt	Clay
0.0	0.0	0.0	0.0	0.1	3.4	55.6	40.9

LL	PL	D ₈₅	D ₆₀	D ₅₀	D ₃₀	D ₁₅	D ₁₀	C _c	C _u
55	20	0.0473	0.0136	0.0055					

MATERIAL DESCRIPTION	TEST DATE	USCS	NM
		CH	

Project No. 117-24-360 **Client:** Half Associates, Inc.
Project: City of Sanger Park Pond Investigation

Depth: 8-10 **Sample Number:** B-3

Remarks:

CMJ ENGINEERING, INC.
 Fort Worth, Texas

Particle Size Distribution Report



% +3"	% Gravel		% Sand			% Fines	
	Coarse	Fine	Coarse	Medium	Fine	Silt	Clay
0.0	0.0	0.0	0.3	1.5	9.2	55.6	33.4

LL	PL	D ₈₅	D ₆₀	D ₅₀	D ₃₀	D ₁₅	D ₁₀	C _c	C _u
40	16	0.0650	0.0328	0.0190					

MATERIAL DESCRIPTION	TEST DATE	USCS	NM
		CL	

Project No. 117-24-360 **Client:** Halff Associates, Inc.
Project: City of Sanger Park Pond Investigation

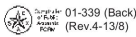
Depth: 16-18 **Sample Number:** B-3

Remarks:

CMJ ENGINEERING, INC.
Fort Worth, Texas

PLATE A.10

SAMPLE OF TEXAS SALES TAX EXEMPTION CERTIFICATE



01-339 (Back)
(Rev. 4-13/8)

SAVE A COPY CLEAR SIDE

Texas Sales and Use Tax Exemption Certification

This certificate does not require a number to be valid.

Name of purchaser, firm or agency City of Sanger	
Address (Street & number, P.O. Box or Route number) 502 Elm Street	Phone (Area code and number) 940-458-7930
City, State, ZIP code Sanger, Texas, 76266	

I, the purchaser named above, claim an exemption from payment of sales and use taxes (for the purchase of taxable items described below or on the attached order or invoice) from:

Seller: _____

Street address: _____ City, State, ZIP code: _____

Description of items to be purchased or on the attached order or invoice:

Purchaser claims this exemption for the following reason:

Municipal Government

I understand that I will be liable for payment of all state and local sales or use taxes which may become due for failure to comply with the provisions of the Tax Code and/or all applicable law.

I understand that it is a criminal offense to give an exemption certificate to the seller for taxable items that I know, at the time of purchase, will be used in a manner other than that expressed in this certificate, and depending on the amount of tax evaded, the offense may range from a Class C misdemeanor to a felony of the second degree.

Purchaser	Title	Date
-----------	-------	------

NOTE: This certificate cannot be issued for the purchase, lease, or rental of a motor vehicle.

THIS CERTIFICATE DOES NOT REQUIRE A NUMBER TO BE VALID.

Sales and Use Tax "Exemption Numbers" or "Tax Exempt" Numbers do not exist.

**This certificate should be furnished to the supplier.
Do not send the completed certificate to the Comptroller of Public Accounts.**

ADDENDA

CONSTRUCTION DOCUMENTS

SEE PLANS (SEPARATE DOCUMENT)

CIVIL CONSTRUCTION PLANS
FOR
CITY OF SANGER
PORTER PARK POND REHABILITATION
90% DESIGN SUBMITTAL

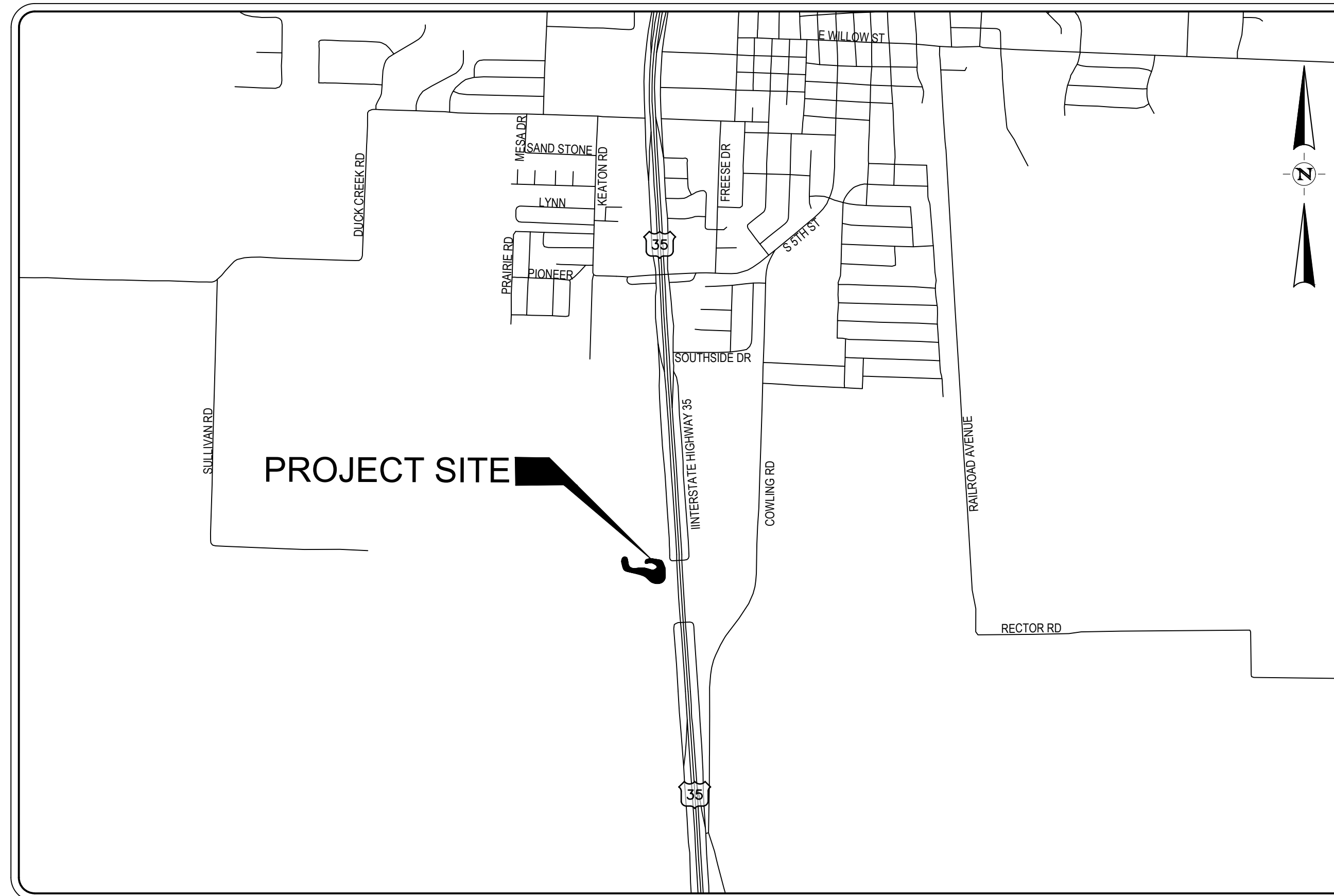
MAYOR
THOMAS MUIR

CITY COUNCIL
MARISSA BARRETT
GARY BILYEU
DENNIS DILLON
ALLEN CHICK
VICTOR GANN

CITY MANAGER
JOHN NOBLITT

DIRECTOR OF PUBLIC WORKS
JIM BOLZ

DIRECTOR OF PARKS AND RECREATION
RYAN NOLTING



LOCATION MAP
NOT TO SCALE

SHEET INDEX

NO.	DESCRIPTION
1	COVER
2	GENERAL NOTES
3	PROJECT LAYOUT
4	ACCESS AND STAGING PLAN
5	DIMENSION CONTROL PLAN
6	DEMOLITION PLAN
7	EROSION CONTROL PLAN
8	GRADING PLAN
9	GRADING SECTIONS – SHEET 1 OF 5
10	GRADING SECTIONS – SHEET 2 OF 5
11	GRADING SECTIONS – SHEET 3 OF 5
12	GRADING SECTIONS – SHEET 4 OF 5
13	GRADING SECTIONS – SHEET 5 OF 5
14	SD LINE "A" PLAN AND PROFILE – BEGIN TO END
15	STORM DRAIN DETAILS – SHEET 1 OF 2
16	STORM DRAIN DETAILS – SHEET 2 OF 2
17	EROSION CONTROL DETAILS – SHEET 1 OF 2
18	EROSION CONTROL DETAILS – SHEET 2 OF 2
19	MISCELLANEOUS DETAILS – SHEET 1 OF 1

PRELIMINARY
FOR INTERIM REVIEW ONLY

THESE DOCUMENTS ARE FOR INTERIM REVIEW AND NOT INTENDED FOR REGULATORY APPROVAL, PERMIT, BIDDING OR CONSTRUCTION PURPOSES. THEY WERE PREPARED BY OR UNDER THE SUPERVISION OF:

NAME: SAMSON R. LOTIGO 149676 PE LICENSE NO.
DATE: 1/23/2025
FIRM / BUSINESS NO.: TBPELS ENGINEERING FIRM #F-312 TX STATE

DISCLAIMER:

THE SEAL(S) APPEARING ON THIS CONSTRUCTION SET WERE AUTHORIZED BY: SAMSON R. LOTIGO (149676), NAME (NUMBER), ON 1/23/2025.

ALTERATION OF SEALED DOCUMENTS WITHOUT PROPER NOTIFICATION TO THE RESPONSIBLE ENGINEER IS AN OFFENSE UNDER THE TEXAS ENGINEERING PRACTICE ACT. THE RECORD COPY OF THIS DRAWING IS ON FILE AT THE OFFICES OF:

HALFF ASSOCIATES, INC.
2601 MEACHAM BLVD, SUITE 600
FORT WORTH, TX 76137
FIRM / BUSINESS NO.: TBPELS FRIM #F-312 STATE: TX



Know what's below.
Call before you dig.

THE INFORMATION SHOWN ON THESE DRAWINGS INDICATING SIZE, TYPE AND LOCATION OF UNDERGROUND, SURFACE, AND AERIAL UTILITIES IS NOT GUARANTEED TO BE EXACT OR COMPLETE. THE CONTRACTOR SHALL CONTACT THE "TEXAS 811" SYSTEM AT 1-800-344-8377 (DIG TESS) 48 HOURS PRIOR TO BEGINNING ANY EXCAVATION FOR EXISTING UTILITY LOCATIONS. THE CONTRACTOR SHALL ALSO BE FULLY RESPONSIBLE FOR FIELD VERIFYING LOCATIONS AND ELEVATIONS OF ALL EXISTING UTILITIES AFFECTED BY CONSTRUCTION FOR THIS PROJECT IN ORDER TO AVOID DAMAGING THOSE UTILITIES, AND SHALL IMMEDIATELY ARRANGE FOR REPAIR AND RESTORATION OF CONTRACTOR-DAMAGED UTILITIES TO THE UTILITY COMPANY'S APPROVAL AT THE EXPENSE OF THE CONTRACTOR.

OWNER/CLIENT:



201 BOLIVAR STREET
SANGER, TX 76266
TEL. (940) 458-2571
www.sangertexas.org

PREPARED BY:



2601 MEACHAM BLVD, SUITE 600
FORT WORTH, TX 76137
TEL. (817) 847-1422
www.halff.com

GENERAL NOTES

- ALL WORK SHALL BE IN ACCORDANCE WITH THE CITY OF SANGER, NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS (NCTCOG), AND TEXAS DEPARTMENT OF TRANSPORTATION (TXDOT) STANDARDS AND SPECIFICATION WHERE APPLICABLE.
- IT IS NOT THE INTENT OF THESE CONSTRUCTION NOTES TO COVER ALL DETAILS AND/OR SPECIFICATION REQUIREMENTS OF THE CITY OF SANGER. IT IS THE CONTRACTOR'S RESPONSIBILITY TO MEET ALL REQUIREMENTS OF THE CITY OF SANGER, WHETHER OR NOT THE REQUIREMENTS ARE SPECIFICALLY STATED IN THE PLANS OR SPECIFICATIONS.
- THE EXISTENCE AND LOCATIONS OF ALL UNDERGROUND UTILITIES SHOWN (MAIN LINES, NO LATERAL OR SERVICES SHOWN) ON THE DRAWINGS WERE OBTAINED FROM AVAILABLE RECORDS AND OR FIELD OBSERVATIONS AND ARE APPROXIMATE. NO WARRANTY IS IMPLIED AS TO THE ACTUAL LOCATION OF EXISTING UTILITIES. NEITHER THE OWNER NOR THE ENGINEER ASSUMES ANY RESPONSIBILITY FOR UTILITIES NOT SHOWN OR NOT IN THE LOCATION SHOWN. THE CONTRACTOR SHALL DETERMINE THE DEPTH AND LOCATION OF EXISTING UNDERGROUND UTILITIES PRIOR TO BEGINNING ANY CONSTRUCTION ACTIVITIES AND SHALL BE REQUIRED TO TAKE ANY PRECAUTIONARY MEASURES TO PROTECT ALL LINES SHOWN AND / OR ANY OTHER UNDERGROUND UTILITIES NOT OF RECORD OR NOT SHOWN ON THE PLANS. CONTRACTOR SHALL BE RESPONSIBLE FOR CONTACTING ALL FRANCHISE AND CITY UTILITIES PRIOR TO CONSTRUCTION. THE ENGINEER SHALL BE INFORMED OF ANY VARIANCES IN HORIZONTAL LOCATION, VERTICAL LOCATION, SIZE, OR MATERIAL AT PROPOSED UTILITY CONNECTIONS WITH EXISTING BEFORE CONSTRUCTION ACTIVITIES ARE COMMENCED.
- ANY CONTRACTOR / SUBCONTRACTOR PERFORMING WORK ON THIS PROJECT SHALL FAMILIARIZE HIMSELF WITH THE SITE AND SHALL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO EXISTING FACILITIES RESULTING DIRECTLY OR INDIRECTLY FROM HIS OPERATIONS. SAID EXISTING IMPROVEMENTS SHALL INCLUDE BUT NOT BE LIMITED TO BERMS, DITCHES, FENCES, AND VEGETATION. ANY REMOVAL OR DAMAGE TO EXISTING IMPROVEMENTS OUTSIDE OF THOSE SHOWN IN THESE PLANS SHALL BE REPLACED OR REPAIRED BY THE CONTRACTOR AT HIS EXPENSE AND SHALL BE APPROVED BY THE CITY OF SANGER.
- ALL CONSTRUCTION, TESTING, AND MATERIALS SHALL MEET OR EXCEED ALL REQUIREMENTS OF THE CITY OF SANGER. ALL SUBMITTALS MUST BE ORIGINALS WITH SIGNATURES WHERE APPLICABLE; FACSIMILES WILL NOT BE ACCEPTED.
- TESTING SERVICES FOR PUBLIC PROJECTS SHALL BE PROVIDED BY A REPUTABLE TESTING FIRM. COSTS ASSOCIATED WITH THESE TESTS SHALL BE PAID BY THE CONTRACTOR. RE-TEST OF FAILED AREAS THAT DO NOT MEET THE REQUIREMENTS STATED WITHIN SHALL BE PAID FOR BY THE CONTRACTOR.
- THE CONTRACTOR ON PRIVATE CONTRACTS OR HIS/HER DESIGNEE SHALL BE RESPONSIBLE FOR FURNISHING AND INSTALLING ALL TEMPORARY AND PERMANENT TRAFFIC CONTROL IN ACCORDANCE WITH THE MINIMUM REQUIREMENTS OF THE LATEST REVISION OF THE TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL HANDBOOK. ALL REFERENCE FOR USING TEXAS DEPARTMENT OF TRANSPORTATION (TXDOT) STANDARDS AND CONSTRUCTION DETAILS SHALL BE THE LATEST REVISIONS AND/OR AMENDMENTS THEREOF. THE MINIMUM SIGN SIZE SHALL BE THE STANDARD SIZE IN THE MANUAL.
- THE CONTRACTOR SHALL MAKE EVERY EFFORT NOT TO IMPEDY TRAFFIC ON EXISTING STREETS, ALLEYS, OR FIRE LANES OPEN TO THE PUBLIC. IN THE EVENT THE CONSTRUCTION WORK REQUIRES THE CLOSURE OF AN EXISTING STREET, ALLEY, OR FIRE LANE, THE CONTRACTOR SHALL REQUEST THE ROAD CLOSURE THROUGH THE CITY NO LATER THAN FIVE (5) DAYS IN ADVANCE. IF THE CLOSURE ELIMINATES THE SECOND POINT OF ACCESS TO EXISTING BUILDINGS WITH A CERTIFICATE OF OCCUPANCY, THEN THE ACCESS MAY NOT BE CLOSED FOR MORE THAN FORTY-EIGHT (48) HOURS AND WILL REQUIRE FIRE MARSHAL APPROVAL IN EITHER CASE. UNLESS OTHERWISE SPECIFIED BY THE CITY, ALL OTHER STREETS OR ALLEYS MAY NOT BE CLOSED FOR MORE THAN SEVENTY-TWO (72) HOURS.
- THE CONTRACTOR SHALL INSTALL 6' TEMPORARY CHAIN LINK FENCE INSTALLED AROUND THE PROJECT TO PROTECT CONSTRUCTION SITE AND STAGING WHERE NECESSARY.
- ALL CONCRETE STRUCTURES, WHETHER PRECAST OR CAST-IN-PLACE, SHALL BE DESIGNED WITH APPROPRIATE SULFATE RESISTANT CEMENT OR EQUIVALENT BASED ON LOCAL SOIL CONDITIONS PER GEOTECHNICAL REPORT. PRECAST MANHOLES OR OTHER SPECIAL STRUCTURES IN ANY RIGHT-OF-WAY OR FIRE LANE EASEMENTS WILL REQUIRE A CERTIFICATION FROM THE MANUFACTURER THAT THE PRODUCT MEETS THE DESIGN CRITERIA AND TWENTY-EIGHT (28) DAY COMPRESSIVE STRENGTH. CAST-IN-PLACE MANHOLES OR OTHER SPECIAL STRUCTURES IN ANY RIGHT-OF-WAY AND FIRE LANE OR UTILITY EASEMENTS WILL REQUIRE CYLINDERS TO BE MADE FOR STRENGTH TESTS BY AN APPROVED LABORATORY. LABORATORY TEST REPORTS SHALL BE SUBMITTED TO THE DESIGN ENGINEER FOR APPROVAL. SAMPLES FOR STRENGTH TESTS OF EACH CLASS OF CONCRETE PLACED EACH DAY SHALL BE TAKEN NOT LESS THAN ONCE A DAY, NOR LESS THAN ONCE FOR EACH 100-150 CU YD OF CONCRETE, NOR LESS THAN ONCE FOR EACH 5000 SQ FT OF SURFACE AREA FOR SLABS OR WALLS. FOUR (4) CYLINDERS SHALL BE MADE: ONE (1) SHALL BE BROKEN AT SEVEN (7) DAYS, TWO (2) SHALL BE BROKEN AT TWENTY-EIGHT (28) DAYS, AND ONE (1) SHALL BE HELD IN CASE OF DAMAGE OF ANY OF THE OTHER THREE (3). THE AVERAGE STRENGTH OF TWO (2) CYLINDERS FROM THE SAME SAMPLE, TESTED AT TWENTY-EIGHT (28) DAYS, IS REQUIRED FOR EACH STRENGTH TEST; ANY STRENGTH TEST BEYOND TWENTY-EIGHT (28) DAYS IS UNACCEPTABLE. IF THE TWENTY-EIGHT (28) DAY DESIGN STRENGTH IS NOT REACHED UPON STRENGTH TESTING THE CYLINDERS, THE DEFICIENT AREA SHALL BE CORED IMMEDIATELY TO BE PROVED OUT. FOR ANY AREAS DEFICIENT IN STRENGTH BY NOT MORE THAN 500 PSI, THE CONTRACTOR SHALL PAY TO THE CITY ONE (1) TIME THE UNIT BID PRICE PER SQUARE YARD FOR THE AREA DETERMINED TO BE DEFICIENT IN STRENGTH. FOR ANY AREAS DEFICIENT IN STRENGTH BY MORE THAN 500 PSI BUT NOT MORE THAN 1000 PSI, THE CONTRACTOR SHALL PAY TO THE CITY TWO (2) TIMES THE UNIT BID PRICE PER SQUARE YARD FOR THE AREA DETERMINED TO BE DEFICIENT IN STRENGTH. FOR ANY AREAS DEFICIENT IN STRENGTH BY MORE THAN 1000 PSI, THE STRUCTURE SHALL BE REMOVED AND RECONSTRUCTED AT THE FULL EXPENSE OF THE CONTRACTOR. PRIOR TO CITY ACCEPTANCE OF ANY PENALTY PAYMENTS FOR ANY TRAFFIC BEARING STRUCTURE THAT DOES NOT MEET TWENTY-EIGHT (28) DAY DESIGN STRENGTH; THE DESIGN ENGINEER SHALL PROVIDE A SEALED STRUCTURAL EVALUATION THAT ASSESSES THE PERFORMANCE ADEQUACY OF THE DEFICIENT STRUCTURE AS CONSTRUCTED UNDER THE DESIGN SERVICE LOADS. ALL CORING AND ADDITIONAL LABORATORY TESTING SHALL BE AT THE EXPENSE OF THE CONTRACTOR.
- BLASTING IS NOT PERMITTED ON THIS PROJECT.
- ALL CONSTRUCTION OPERATIONS SHALL BE ACCOMPLISHED IN ACCORDANCE WITH APPLICABLE REGULATIONS OF THE U.S. OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION.
- THESE PLANS DO NOT EXTEND TO OR INCLUDE DESIGNS OR SYSTEMS PERTAINING TO THE SAFETY OF THE CONSTRUCTION CONTRACTOR OR ITS EMPLOYEES, AGENTS OR REPRESENTATIVES IN THE PERFORMANCE OF THE WORK. THE SEAL OF THE REGISTERED PROFESSIONAL ENGINEER(S) HEREON DOES NOT EXTEND TO ANY SUCH SAFETY SYSTEMS THAT MAY NOW OR HEREAFTER BE INCORPORATED IN THE WORK.
- THE TRENCH EXCAVATION AND SHORING SAFETY SYSTEM, AS OUTLINED IN THE TECHNICAL SPECIFICATIONS, WILL BE REQUIRED AS A MINIMUM TRENCH SAFETY MEASURE AS REQUIRED BY OSHA.
- A PRE-CONSTRUCTION CONFERENCE IS TO BE HELD PRIOR TO BEGINNING CONSTRUCTION. THIS CONFERENCE SHALL TAKE PLACE AT A LOCATION SELECTED BY OWNER & ENGINEER. CONTRACTOR TO ARRANGE A MEETING DATE WITH THE OWNER AT LEAST SEVEN DAYS PRIOR TO THE MEETING TIME.
- CONTRACTOR SHALL NOTIFY THE OWNER, OWNER'S REPRESENTATIVE, AND TCEQ (IF APPLICABLE) BY TELEPHONE A MINIMUM OF 48 HOURS IN ADVANCE OF CONSTRUCTION STARTUP, FOLLOWED BY A LETTER OF CONFIRMATION.

- CONTRACTOR SHALL ASSURE HIMSELF THAT ALL CONSTRUCTION PERMITS HAVE BEEN OBTAINED PRIOR TO COMMENCEMENT OF WORK. REQUIRED PERMITS THAT CAN ONLY BE ISSUED TO CONTRACTOR ARE TO BE OBTAINED AT THE CONTRACTOR'S EXPENSE.
- CONTRACTOR SHALL GIVE A MINIMUM OF 48 HOURS NOTICE TO ALL AUTHORIZED INSPECTORS, SUPERINTENDENTS, OR PERSONS IN CHARGE OF PRIVATE AND PUBLIC UTILITIES AFFECTED BY HIS OPERATIONS PRIOR TO COMMENCEMENT OF WORK.
- CONTRACTOR SHALL TAKE ALL DUE PRECAUTIONS TO PROTECT EXISTING FACILITIES FROM DAMAGE. ANY DAMAGE TO EXISTING FACILITIES INCURRED AS A RESULT OF THESE CONSTRUCTION OPERATIONS ARE TO BE REPAIRED IMMEDIATELY BY THE CONTRACTOR TO AT LEAST THE PRE-EXISTING CONDITION AT NO ADDITIONAL COST TO OWNER.
- WHEN UNLOCATED OR INCORRECTLY LOCATED UNDERGROUND PIPING OR A BREAK IN A LINE OR OTHER UTILITIES AND SERVICES ARE ENCOUNTERED DURING SITE WORK OPERATIONS, THE CONTRACTOR SHALL NOTIFY THE APPLICABLE UTILITY COMPANY IMMEDIATELY TO OBTAIN PROCEDURE DIRECTIONS. THE CONTRACTOR SHALL COOPERATE WITH THE APPLICABLE UTILITY COMPANY IN MAINTAINING ACTIVE SERVICES IN OPERATION.
- THE CONTRACTOR SHALL MAINTAIN ACCESS TO PUBLIC AND PRIVATE FACILITIES DURING CONSTRUCTION. CONSTRUCTION ACTIVITIES TO BE COORDINATED WITH THE OWNER.
- THE CONTRACTOR SHALL COORDINATE INTERRUPTIONS OF ALL UTILITIES AND SERVICES WITH APPLICABLE UTILITY COMPANY OR COMPANIES. ALL WORK SHALL BE IN ACCORDANCE WITH THE REQUIREMENTS OF THE APPLICABLE UTILITY COMPANY OR AGENCY INVOLVED.
- THE CONTRACTOR SHALL LOCATE, PROTECT, AND MAINTAIN BENCHMARKS, MONUMENTS, AND CONTROL POINTS. THE CONTRACTOR SHALL RE-ESTABLISH DISTURBED OR DESTROYED ITEMS BY A REGISTERED PUBLIC SURVEYOR IN THE STATE OF TEXAS, AT NO ADDITIONAL COST TO OWNER.
- EXISTING PAVING, BUILDING, AND OTHER ITEMS SHOWN ON PLANS NOT SPECIFICALLY RELATED TO THE WORK OF THE CONTRACTOR IS FOR INFORMATION ONLY.
- DEMOLITION PERMITS (IF NEEDED) ARE TO BE OBTAINED BY THE CONTRACTOR.
- COORDINATES SHOWN FOR STRUCTURE LOCATIONS ARE REFERENCED TO OUTSIDE FACE OF EXTERIOR WALL AT GRADE OR TO CENTERLINE OF STRUCTURE, UNLESS OTHERWISE ON PLANS.
- EXISTING SURFACE AND SUBSURFACE STRUCTURES (GAS MAINS, WATER MAINS, STORM SEWERS, TELEPHONE CABLES, ETC.) ARE SHOWN ON THE PLANS IF THEIR LOCATION HAS BEEN DETERMINED, BUT IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO AVOID DAMAGING THESE EXISTING STRUCTURES WHETHER OR NOT THEY ARE SHOWN ON THE PLANS. THE OWNER AND ENGINEER ASSUME NO RESPONSIBILITY FOR FAILURE TO SHOW ANY OR ALL OF THESE STRUCTURES ON THE PLANS OR TO SHOW THEM IN THEIR EXACT LOCATION. IF ANY STRUCTURE IS DAMAGED BY THE CONTRACTOR, IT SHALL BE HIS RESPONSIBILITY TO REPAIR THE DAMAGE AT HIS OWN EXPENSE AND RESTORE THE STRUCTURE TO ITS ORIGINAL CONDITION.
- IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO VERIFY LOCATIONS, ELEVATIONS AND DIMENSIONS OF ADJACENT AND/OR CONFLICTING UTILITIES IN ADVANCE OF CONSTRUCTION IN ORDER THAT ADJUSTMENTS CAN BE MADE TO PROVIDE ADEQUATE CLEARANCES, IF REQUIRED. THE CONTRACTOR SHALL PRESERVE AND PROTECT PUBLIC UTILITIES AT ALL TIMES DURING CONSTRUCTION. ANY DAMAGE TO UTILITIES RESULTING FROM THE CONTRACTOR'S OPERATIONS SHALL BE RESTORED AT HIS EXPENSE. THE ENGINEER SHALL BE NOTIFIED WHEN PROPOSED FACILITY GRADES CONFLICT WITH EXISTING UTILITY GRADES.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING "AS-RECORDED" PLANS TO THE ENGINEER OF RECORD SHOWING THE LOCATION OF ALL DRAINAGE STRUCTURES. THIS INFORMATION SHALL BE PLACED ON THE ENGINEERING PLANS AND MARKED "RECORD DRAWING" PLANS ALONG WITH THE DATE AND THE NAME OF THE CONTRACTOR BY THE ENGINEER OF RECORD. COPIES OF THESE "RECORD DRAWING" PLANS SHALL BE FURNISHED TO THE CITY ON MYLARS, BLACKLINE PRINTS, AND ELECTRONICALLY.
- THE CONTRACTOR SHALL FURNISH A MAINTENANCE BOND IN THE AMOUNT OF 100% (ONE HUNDRED PERCENT) OF THE TOTAL CONTRACT PRICE TO THE CITY TO RUN TWO (2) YEARS FROM THE DATE OF FINAL ACCEPTANCE OF THE PROJECT BY THE CITY.
- CONTRACTOR IS RESPONSIBLE FOR PICKING UP ALL DEBRIS / TRASH FROM CONSTRUCTION SITE DAILY.
- CONTRACTOR SHALL FAMILIARIZE THEMSELVES WITH THE INFORMATION CONTAINED IN THE PROJECT'S GEOTECHNICAL REPORT TITLED "CMJ REPORT 117-24-360 - POND INVESTIGATION - SANGER SPORTS PARK - SANGER, TEXAS" DATED JULY 2024 AND PREPARED BY CMJ ENGINEERING, INC. NO EXTRA PAY SHALL BE MADE FOR DELAYS OR COST INCURED AS A RESULT OF, BUT NOT LIMITED TO, DEWATERING ACTIVITIES OR UNANTICIPATED SOIL CONDITIONS DURING EARTHWORK ACTIVITIES.
- ALL VERTICAL REBAR EXPOSED FOR LONGER THAN 1 DAY SHALL HAVE AN ORANGE PROTECTIVE CAP FASTENED TO THE TOP. THIS PROTECTION MEASURE SHALL APPLY FOR ALL EXPOSED REBAR ON THE PROJECT REGARDLESS OF WHETHER IT IS RELATED TO CONSTRUCTION, STAKING, EROSION CONTROL, OR ANY OTHER ASPECT OF THE PROJECT.

CONSTRUCTION SEQUENCING NOTES

- THE COMMENCEMENT OF WORK SHALL FOLLOW THE FOLLOWING ORDER:
 - ACQUIRE ALL PERMITS
 - IMPLEMENT SWPPP
 - CONDUCT AQUATIC RELOCATION ACTIVITIES
 - SECURE ENTIRE SITE WITH SECURITY FENCING
 - LOCATE ALL EXISTING UTILITIES ON THE ENTIRE SITE
- EQUIPMENT AND MATERIALS (WASTE AND/OR UNINSTALLED PRODUCT) SHALL BE STORED WITHIN THE WORK SITE AND SHALL NOT BE VISIBLE BY THE GENERAL PUBLIC FROM OUTSIDE OF THE WORKSITE. IF MATERIAL AND EQUIPMENT CANNOT BE STORED OUT OF SIGHT THEN THE CONTRACTOR SHALL COORDINATE WITH THE CITY TO DETERMINE ACCEPTABLE STORAGE.

GENERAL ENVIRONMENTAL NOTES

- CONTRACTOR SHALL COMPLY WITH ALL APPLICABLE LOCAL, STATE, AND FEDERAL REQUIREMENTS REGARDING EXCESS AND WASTE MATERIAL, INCLUDING METHODS OF HANDLING AND DISPOSAL.
- CONTRACTOR SHALL LOCATE MATERIAL STORAGE AREAS AWAY FROM STORMWATER CONVEYANCE SYSTEMS. PROVIDE PROTECTED STORAGE AREAS FOR CHEMICALS, PAINTS, SOLVENTS, FERTILIZERS, AND OTHER POTENTIALLY TOXIC MATERIALS.
- FUEL STORAGE IS NOT ALLOWED ON THIS PROJECT.
- THE CONTRACTOR SHALL ADVISE OWNER IMMEDIATELY, VERBALLY AND IN WRITING, OF ANY FUEL OR TOXIC MATERIALS SPILLS WITHIN THE PROJECT/CONSTRUCTION AREA AND THE ACTIONS TO BE TAKEN TO REMEDY THE PROBLEM.
- THE CONTRACTOR SHALL DISPOSE OF FUELS, HAZARDOUS MATERIALS, AND CONTAMINATED EXCAVATIONS IN A LEGALLY APPROVED MANNER.
- NO OPEN BURNING IS ALLOWED WITHIN THE CITY LIMITS.

7. DEWATERING ACTIVITIES SHALL COMPLY WITH ALL APPLICABLE LAWS AND REGULATIONS.

STORMWATER NOTES

- THROUGHOUT THE CONSTRUCTION, AND AT THE COMPLETION OF CONSTRUCTION, THE CONTRACTOR SHALL ASSURE THAT DRAINAGE OF STORMWATER RUNOFF IS NOT BLOCKED.
 - DURING CONSTRUCTION, THE STORM WATER RUNOFF FROM ALL DISTURBED AREAS SHALL BE FILTERED BY SILT FENCES AND/OR ROCK BERMS. THESE TEMPORARY EROSION AND SEDIMENTATION CONTROLS ARE TO REMAIN IN PLACE UNTIL THE DISTURBED AREAS ARE REVEGETATED, AND THE AREAS HAVE BECOME PERMANENTLY STABILIZED. ALL TEMPORARY EROSION AND SEDIMENTATION CONTROLS SHALL BE INSPECTED PERIODICALLY FOR DAMAGE CAUSED BY CONSTRUCTION ACTIVITIES AND FOLLOWING EVERY RAINFALL. DAMAGED OR OBSTRUCTED CONTROLS TO BE REPAIRED/REPLACED AS NECESSARY TO MAINTAIN THEIR PROPER OPERATION.
 - CONTRACTOR IS REQUIRED TO OBTAIN A TPDES TXR150000 PERMIT FROM THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TCEQ) FOR SMALL CONSTRUCTION ACTIVITIES. THE CONTRACTOR IS REQUIRED TO PROVIDE THE NECESSARY SWPPP IN ACCORDANCE WITH THE PERMIT. TOTAL DISTURBED AREA = 3.24 ACRES.
- SITE GRADING NOTES**
- THE CONTRACTOR SHALL CONTROL DUST CAUSED BY THE WORK AND COMPLY WITH POLLUTION CONTROL REGULATIONS OF GOVERNING AUTHORITIES.
 - EXCESS EXCAVATED MATERIAL SHALL BE STOCKPILED IN DESIGNATED AREA AS SHOWN ON PLANS OR AS DIRECTED BY THE OWNER. REINFORCED FILTER FABRIC FENCE TO BE INSTALLED AROUND STOCKPILE ON DOWNSTREAM SIDE AND BOTH SIDES ADJACENT TO THE DOWNSTREAM SIDE. STOCKPILES ARE NOT TO TRAP OR POND WATER. TOPSOIL TO BE STOCKPILED SEPARATELY. ALL EXCESS EXCAVATED MATERIAL IS TO BE REMOVED FROM THE SITE, CONTRACTOR TO NOTIFY TCEQ AND THE OWNER'S REPRESENTATIVE OF LOCATION OF DISPOSAL BEFORE MATERIAL IS REMOVED.
 - THE FINISHED GRADE ELEVATIONS SHOWN ARE INTENDED TO PROVIDE ADEQUATE DRAINAGE. MINOR FIELD CHANGES MAY BE NECESSARY TO PROVIDE ADEQUATE DRAINAGE. GRADE UNIFORMLY BETWEEN ELEVATIONS SHOWN TO PROVIDE DRAINAGE.
 - ADJUST MANHOLE COVERS, VALVE BOXES, ELECTRICAL MANHOLES, ETC. TO MATCH PROPOSED FINISHED GRADE (NO SEPARATE PAY).
 - THE DESIGN OF DEWATERING SYSTEMS REQUIRED FOR PROPER CONSTRUCTION ARE THE SOLE RESPONSIBILITY OF THE CONTRACTOR.
 - SUBGRADE SHOULD BE FIRM AND ABLE TO SUPPORT THE CONSTRUCTION EQUIPMENT WITHOUT DISPLACEMENT. SOFT OR YIELDING SUBGRADE SHOULD BE CORRECTED AND MADE STABLE BEFORE CONSTRUCTION PROCEEDS. THE SUBGRADE SHOULD BE PROOF ROLLED TO DETECT SOFT SPOTS, WHICH IF EXIST, SHOULD BE REWORKED TO PROVIDE A FIRM AND OTHERWISE SUITABLE SUBGRADE. PROOF ROLLING SHOULD BE PERFORMED USING A HEAVY PNEUMATIC Tired ROLLER, LOADED DUMP TRUCK, OR SIMILAR PIECE OF EQUIPMENT.
 - FOR SUBGRADE PREPARATION, STRIP THE SITE OF ALL VEGETATION TO A MINIMUM DEPTH OF 6-INCHES BELOW EXISTING GRADE AND REMOVE ANY REMAINING ORGANIC OR DELETERIOUS MATERIAL.
 - FILL MATERIAL SHOULD BE UNIFORM WITH RESPECT TO MATERIAL TYPE AND MOISTURE CONTENT. CLODS AND CHUNKS OF MATERIAL SHOULD BE BROKEN DOWN AND THE FILL MATERIAL MIXED BY DISKING, BLADING, OR PLOWING, AS NECESSARY SO THAT A MATERIAL OF UNIFORM MOISTURE AND DENSITY IS OBTAINED FOR EACH LIFT. WATER REQUIRED FOR SPRINKLING TO BRING THE FILL MATERIAL TO THE PROPER MOISTURE CONTENT SHOULD BE APPLIED EVENLY THROUGH EACH LAYER.
 - IF FILL IS TO BE PLACED ON EXISTING SLOPES THAT ARE STEEPER THAN 5 HORIZONTAL TO 1 VERTICAL, THEN THE FILL MATERIALS SHOULD BE BENCHED IN THE EXISTING SLOPES IN SUCH A MANNER AS TO PROVIDE A GOOD CONTACT BETWEEN THE TWO MATERIALS AND ALLOW RELATIVELY HORIZONTAL LIFT PLACEMENT.
 - EACH LIFT SHOULD BE COMPACTED, TESTED, AND APPROVED BEFORE ANOTHER LIFT IS ADDED.

EROSION/SEDIMENTATION AND TREE PROTECTION NOTES

- THE CONTRACTOR TO INSTALL AND MAINTAIN EROSION/SEDIMENTATION CONTROLS AND TREE/NATURAL AREA PROTECTIVE FENCING PRIOR TO ANY SITE PREPARATION WORK (CLEARING, GRUBBING, GRADING, OR EXCAVATION). CONTRACTOR TO REMOVE EROSION/SEDIMENTATION CONTROLS AT THE COMPLETION OF PROJECT AND GRASS RESTORATION.
- THE PLACEMENT OF EROSION/SEDIMENTATION CONTROLS TO BE IN ACCORDANCE WITH THE PROPOSED EROSION CONTROL PLANS. DEVIATIONS FROM THE PLAN MUST BE SUBMITTED TO AND APPROVED BY THE OWNER.
- EROSION AND SEDIMENTATION CONTROLS TO BE INSTALLED OR MAINTAINED IN A MANNER WHICH DOES NOT RESULT IN SOIL BUILDUP WITHIN TREE DRIPLINES.
- TO AVOID SOIL COMPACTION, NO VEHICULAR TRAFFIC, PARKING, OR STORAGE OF EQUIPMENT OR MATERIALS IS ALLOWED IN THE TREE DRIPLINE AREAS.
- TREES TO BE REMOVED IN A MANNER WHICH DOES NOT IMPACT TREES TO BE PRESERVED.
- INTENTIONAL RELEASE OF VEHICLE OR EQUIPMENT FLUIDS ONTO THE GROUND IS NOT ALLOWED. CONTAMINATED SOIL RESULTING FROM ACCIDENTAL SPILL TO BE REMOVED AND DISPOSED OF PROPERLY.

DETOURS, BARRICADES, WARNING SIGNS, ETC.

- TRAFFIC MUST BE HANDLED THROUGHOUT THE PROJECT DURING CONSTRUCTION. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO PROVIDE FOR THE SAFE AND COMFORTABLE PASSAGE OF TRAFFIC WITH MINIMAL INCONVENIENCE TO THE PUBLIC AT ALL TIMES. TRAFFIC LANES SHALL BE ENTIRELY OPEN TO TRAFFIC EACH NIGHT AND NO EQUIPMENT SHALL BE LEFT IN A POSITION OVERNIGHT THAT WILL ENDANGER TRAFFIC.
- A FLAGGER SHALL BE STATIONED WHERE ANY EQUIPMENT IS WORKING ON THE ROAD OR WHERE ANY OTHER HAZARDS DUE TO CONSTRUCTION OPERATIONS EXIST OR AS DIRECTED BY THE ENGINEER.
- THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES THROUGHOUT ALL PHASES OF CONSTRUCTION. ADEQUACY OF ACCESS WILL BE AT THE DISCRETION OF THE ENGINEER. SAFE ENTRANCE AND EXIT TO ALL DRIVEWAYS SHALL BE PROVIDED WITH A MINIMUM OF INCONVENIENCE.
- THE CONTRACTOR SHALL NOT STORE ANY CONSTRUCTION MATERIAL OR EQUIPMENT AT ANY LOCATION THAT WILL CONSTITUTE A HAZARD AND WILL ENDANGER TRAFFIC.
- THE CONTRACTOR SHALL NOTIFY THE OWNER OF IMPENDING/UPCOMING LANE CLOSURES A MINIMUM OF FIVE WORKING DAYS IN ADVANCE OF LANE CLOSURES.
- FOR THIS PROJECT, UNLESS OTHERWISE NOTED IN THE PLANS AND/OR AS DIRECTED BY THE ENGINEER, NO LANE CLOSURES SHALL BE ALLOWED OTHER THAN THOSE IN THE TRAFFIC CONTROL PLAN.
- THE CONTRACTOR MAY PROPOSE/RECOMMEND MODIFICATIONS TO THE SEQUENCE OF WORK FOR CONSIDERATION BY THE ENGINEER. ANY MAJOR RECOMMENDED MODIFICATION BY THE CONTRACTOR SHALL INCLUDE ANY CHANGES TO THE VARIOUS PAY ITEMS, IMPACT TO TRAFFIC, EFFECT OF OVERALL PROJECT IN TIME AND COST, ETC. THE CONTRACTOR SHALL NOT PROCEED WITH

ANY CONSTRUCTION OPERATIONS BASED ON A REVISED PHASE/SEQUENCE UNTIL HE/SHE OBTAINS WRITTEN APPROVAL FROM THE ENGINEER. IF AT ANY TIME DURING CONSTRUCTION THE CONTRACTOR'S PROPOSED PLAN OF OPERATION FOR HANDLING TRAFFIC DOES NOT PROVIDE SAFE AND COMFORTABLE MOVEMENT, THE CONTRACTOR SHALL IMMEDIATELY CHANGE HIS OPERATION TO CORRECT THE UNSATISFACTORY CONDITION.

- THE CONTRACTOR SHALL INSTALL AND MAINTAIN AN ADEQUATE NUMBER OF BARRICADES, WARNING AND DIRECTIONAL SIGNS TO DELINEATE TRAFFIC FOR ANY DETOURS.
- ALL CONSTRUCTION TRAFFIC SHALL BE REGULATED SO AS TO CAUSE A MINIMUM OF INCONVENIENCE TO THE TRAVELING PUBLIC. AT POINTS WHERE IT IS NECESSARY FOR TRUCKS TO STOP AND UNLOAD, WARNING SIGNS AND FLAGGERS SHALL BE PROVIDED AS NECESSARY TO ADEQUATELY PROTECT TRAVEL.
- ALL BARRICADES, SIGNS, WARNING LIGHTS, ETC. SHALL BE ACCORDING TO THE TEXAS MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES.
- THE CONTRACTOR MAY, WITH THE APPROVAL OF AND AS DIRECTED BY THE ENGINEER, BE REQUIRED TO FURNISH ADDITIONAL SIGNS AND BARRICADES TO THOSE INDICATED ON THE PLANS TO MAINTAIN THE SAFE PASSAGE OF TRAFFIC THROUGHOUT THE CONSTRUCTION SITE PARTICULARLY IN THOSE AREAS OF IMMEDIATE WORK.
- UPON COMPLETION OF THE WORK AND BEFORE FINAL ACCEPTANCE IS MADE, THE CONTRACTOR SHALL SHAPE AND FINISH SUCH PORTIONS OF THE RIGHT-OF-WAY AS MAY HAVE BEEN DISTURBED IN MAKING THE ABOVE PROVISIONS FOR TRAFFIC AND WILL BE REQUIRED TO LEAVE THE ENTIRE RIGHT-OF-WAY IN A SMOOTH, NEAT AND SIGHTLY CONDITION.
- CONTRACTOR SHALL HAVE A COMPANY REPRESENTATIVE CERTIFIED IN FLAGGER TRAINING APPROVED BY TXDOT
- THE CONTRACTOR IS FULLY RESPONSIBLE FOR THE TRAFFIC CONTROL AND WILL BE RESPONSIBLE FOR FURNISHING ALL TRAFFIC CONTROL DEVICES AND FLAGGERS. THE CONSTRUCTION METHODS SHALL BE CONDUCTED TO PROVIDE THE LEAST POSSIBLE INTERFERENCE TO TRAFFIC SO AS TO PERMIT THE CONTINUOUS MOVEMENT OF TRAFFIC IN ALL ALLOWABLE DIRECTIONS AT ALL TIMES.
- THE CONTRACTOR SHALL PROVIDE FOR THE PASSAGE OF TRAFFIC THROUGH THE PROJECT WITH SIGNS, LIGHTS AND BARRICADES IN ACCORDANCE WITH THE TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES AS REQUIRED FOR MAINTENANCE ACTIVITIES AND TO THE SATISFACTION OF THE ENGINEER.
- LANE CLOSURES WILL NOT BE ALLOWED UNLESS PRIOR APPROVAL IS GIVEN BY THE ENGINEER. IF LANE CLOSURES ARE APPROVED, IT IS THE CONTRACTOR'S RESPONSIBILITY TO NOTIFY THE OWNER FIVE (5) DAYS IN ADVANCE OF THE CLOSURE. TCP'S SHALL CONFORM TO TXDOT STANDARDS.
- THE CONTRACTOR SHALL NOT IMPACT EXISTING PEDESTRIAN FACILITIES OR CIRCULATION OUTSIDE OF THE PROJECT AREA. THE CONTRACTOR SHALL PROVIDE PROTECTIVE FENCING AROUND THE PROJECT AREA AT THE CONTRACTORS EXPENSE IF DESIRED BY THE CITY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE SAFETY OF THE PUBLIC ADJACENT TO THE PROJECT AREA.

FILE NAME: A:\57000us7185\01\PM\CADD\Sheets\C-PLAN-GNTS-57185.dwg DATE: January 23, 2025, TIME: 11:23 AM, USER: ah3803

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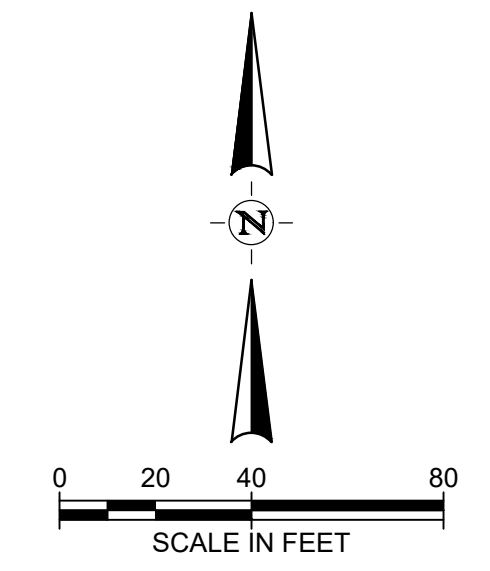


PORTER PARK POND REHABILITATION

 GENERAL NOTES

 02
 PAGE NUMBER 02 OF 170

PROJECT NO.:	57185.001
ISSUED:	01/23/2025
SCALE:	N/A
PAGE NUMBER 02 OF 170	

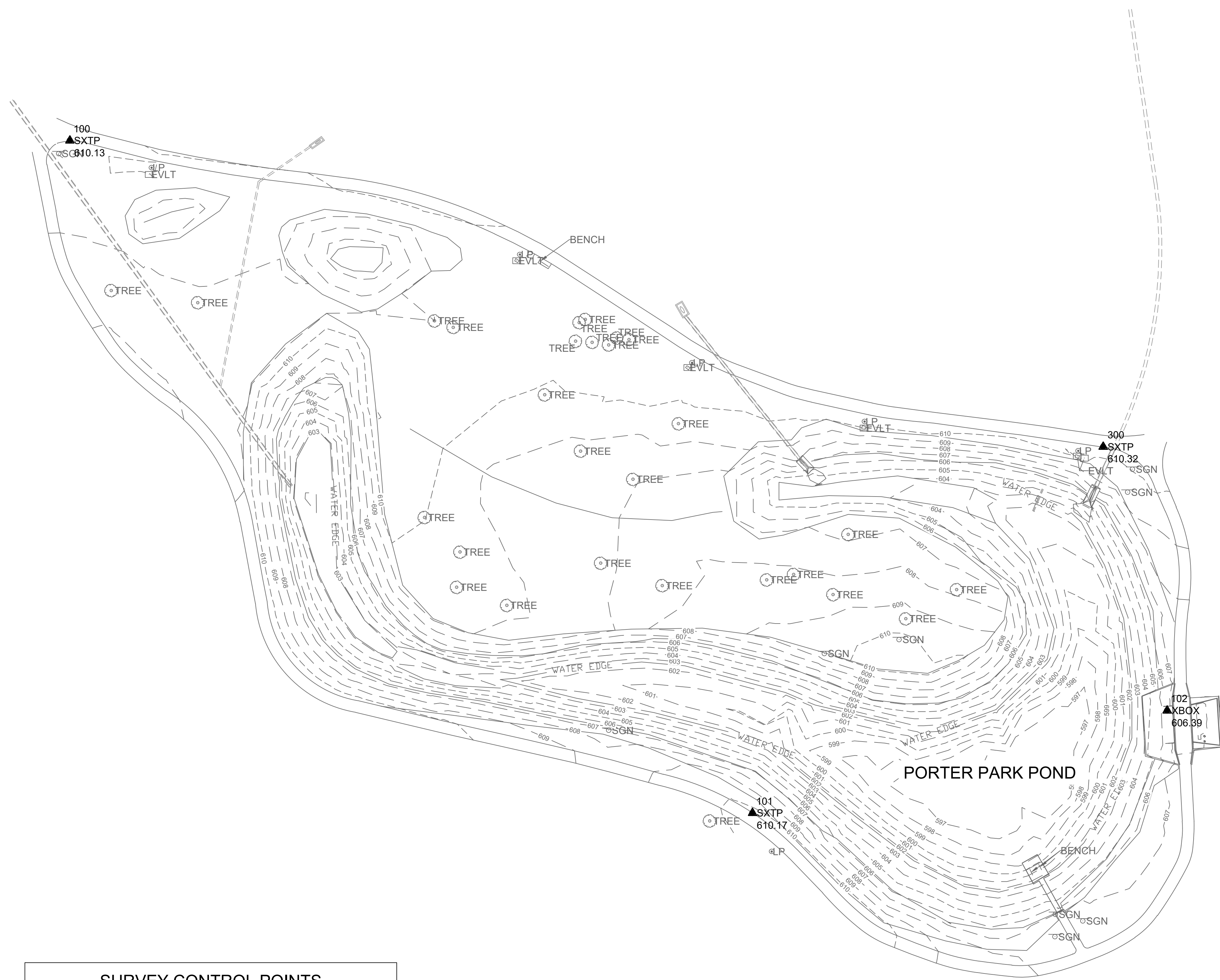


LEGEND:

- 101 CONTROL POINT NO.
- SURVEY DATA

NOTES:

1. BASIS OF BEARING IS THE TEXAS COORDINATE SYSTEM NORTH CENTRAL ZONE (4202), NORTH AMERICAN DATUM OF 1983 (NAD83). DISTANCES SHOWN ARE US SURVEY FEET DISPLAYED IN SURFACE VALUES WITH A SCALE FACTOR OF 1.00015.



SURVEY CONTROL POINTS				
POINT NO.	NORTHING	EASTING	ELEVATION	DESCRIPTION
100	7173972.40	2370605.08	610.13	SET "X" TRAVERSE POINT
101	7173522.34	2371081.84	610.17	SET "X" TP
102	7173590.96	2371339.24	606.39	SET "X" W/BOX CUT
300	7173767.51	2371296.48	610.32	SET "X" TRAVERSE POINT

EXISTING UTILITIES IN THE AREA. UTILITY LOCATIONS SHOWN ARE SCHEMATIC IN NATURE AND MAY NOT ACCURATELY REFLECT SIZE, HORIZONTAL AND/OR VERTICAL LOCATION. THE CONTRACTOR SHALL VERIFY THE EXACT LOCATION PRIOR TO BEGINNING CONSTRUCTION. CONTACT AFFECTED UTILITIES AT LEAST 48 HOURS PRIOR TO CONSTRUCTION IN THE THIS AREA (1-800-DIG-TESS)

FILE NAME: A:\570005\57185\001\PM\CADD\Sheets\C-PLAN-PROJ-57185.dwg DATE: January 23, 2025, TIME: 11:29 AM, USER: an3803

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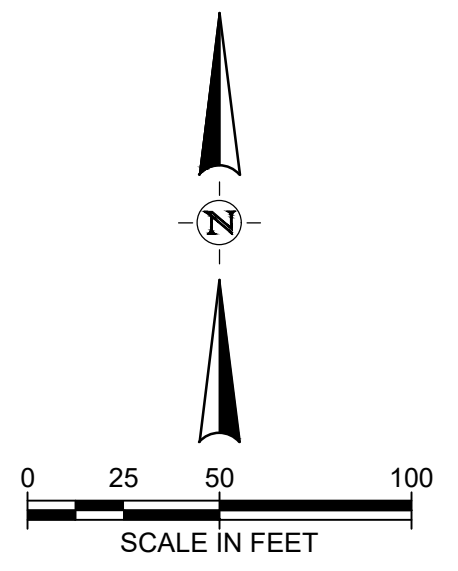
PORTER PARK POND REHABILITATION

PROJECT LAYOUT

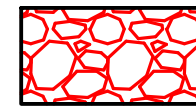
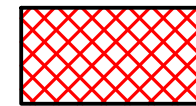
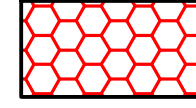

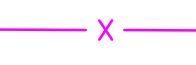
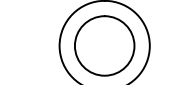
PROJECT NO.: 57185.001
ISSUED: 01/23/2025
SCALE: 1" = 40'

03

PAGE NUMBER 03 OF 171



LEGEND:

-  STABILIZED CONSTRUCTION ENTRANCE
-  CONSTRUCTION PROTECTION MAT
-  STOCKPILE/STAGING AREA
-  ACCESS ROUTES
-  TEMPORARY PARK SECURITY FENCING
-  TRAFFIC SIGN

NOTES:

1. THE CONTRACTOR SHALL ENDEAVOR TO PROTECT EXISTING SECTIONS OF CONCRETE TRAIL THAT MUST BE CROSSED TO ACCESS PROJECT SITE. IF DAMAGES TO THE EXISTING CONCRETE TRAIL OCCUR DURING THE COURSE OF CONSTRUCTION WORK THEN THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REMOVAL AND REPLACEMENT OF THE DAMAGED TRAIL SECTION AT THEIR OWN EXPENSE.

FILE NAME: A:\57000s\57185\001\PM\CADD\Sheets\C-PLAN-ACCS-57185.dwg DATE: January 23, 2025, TIME: 11:36 AM, USER: an3803

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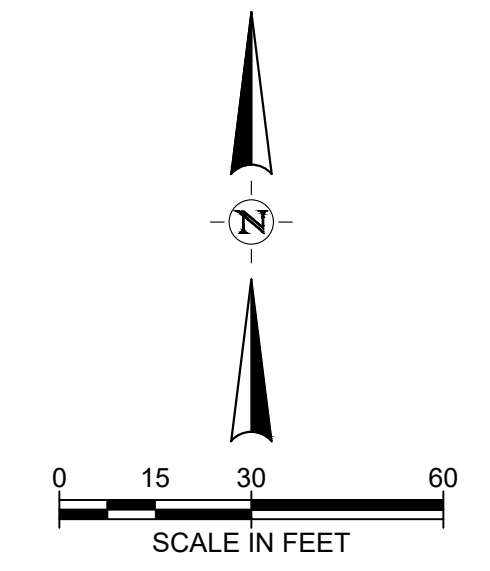
PORTER PARK POND REHABILITATION

ACCESS AND STAGING PLAN

PROJECT NO.: 57185.001
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 SCALE: 1" = 50'

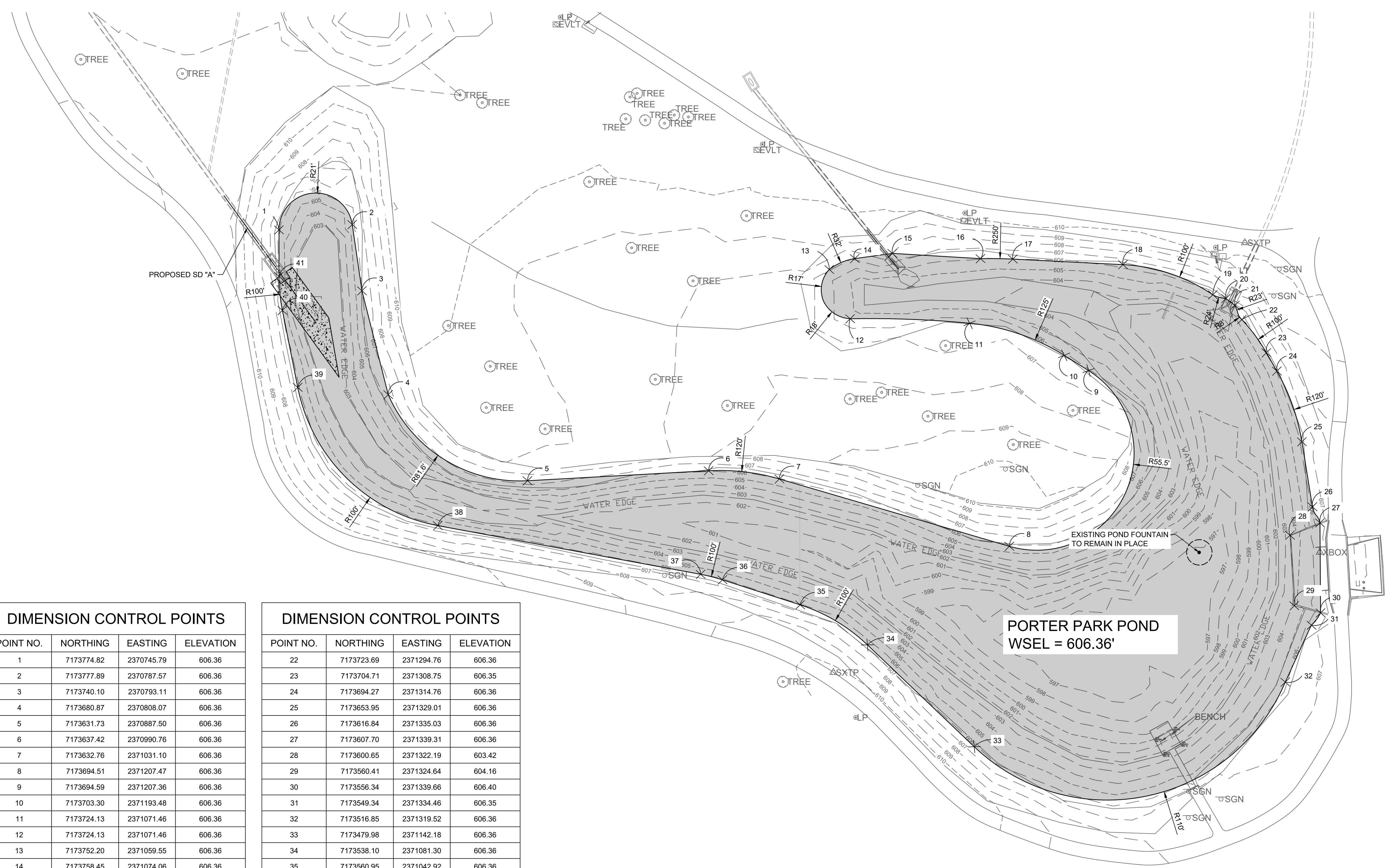
04

PAGE NUMBER 04 OF 172



LEGEND:

- NORMAL POOL
- SURVEY DATA
- X
7 POINT NUMBER



DIMENSION CONTROL POINTS

POINT NO.	NORTHING	EASTING	ELEVATION
1	7173774.82	2370745.79	606.36
2	7173777.89	2370787.57	606.36
3	7173740.10	2370793.11	606.36
4	7173680.87	2370808.07	606.36
5	7173631.73	2370887.50	606.36
6	7173637.42	2370990.76	606.36
7	7173632.76	2371031.10	606.36
8	7173694.51	2371207.47	606.36
9	7173694.59	2371207.36	606.36
10	7173703.30	2371193.48	606.36
11	7173724.13	2371071.46	606.36
12	7173724.13	2371071.46	606.36
13	7173752.20	2371059.55	606.36
14	7173758.45	2371074.06	606.36
15	7173761.43	2371095.50	606.36
16	7173704.74	2371308.78	606.36
17	7173758.17	2371164.17	606.36
18	7173755.01	2371226.97	606.36
19	7173737.82	2371278.20	606.36
20	7173735.69	2371285.68	606.36
21	7173731.80	2371290.82	606.36

DIMENSION CONTROL POINTS

POINT NO.	NORTHING	EASTING	ELEVATION
22	7173723.69	2371294.76	606.36
23	7173704.71	2371308.75	606.35
24	7173694.27	2371314.76	606.36
25	7173653.95	2371329.01	606.36
26	7173616.84	2371335.03	606.36
27	7173607.70	2371339.31	606.36
28	7173600.65	2371322.19	603.42
29	7173560.41	2371324.64	604.16
30	7173556.34	2371339.66	606.40
31	7173549.34	2371334.46	606.35
32	7173516.85	2371319.52	606.36
33	7173479.98	2371142.18	606.36
34	7173538.10	2371081.30	606.36
35	7173560.95	2371042.92	606.36
36	7173575.21	2370998.65	606.36
37	7173578.36	2370986.21	606.36
38	7173606.14	2370836.35	606.36
39	7173684.94	2370756.50	606.36
40	7173728.91	2370747.75	606.36
41	7173748.30	2370745.83	606.36

EXISTING UTILITIES IN THE AREA. UTILITY LOCATIONS SHOWN ARE SCHEMATIC IN NATURE AND MAY NOT ACCURATELY REFLECT SIZE, HORIZONTAL AND/OR VERTICAL LOCATION. THE CONTRACTOR SHALL VERIFY THE EXACT LOCATION PRIOR TO BEGINNING CONSTRUCTION. CONTACT AFFECTED UTILITIES AT LEAST 48 HOURS PRIOR TO CONSTRUCTION IN THIS AREA (1-800-DIG-TESS)



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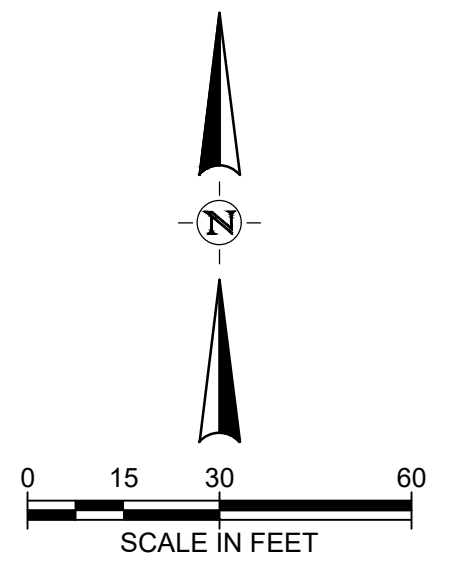
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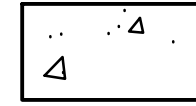
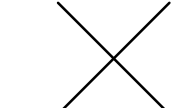


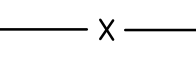
PORTER PARK POND REHABILITATION

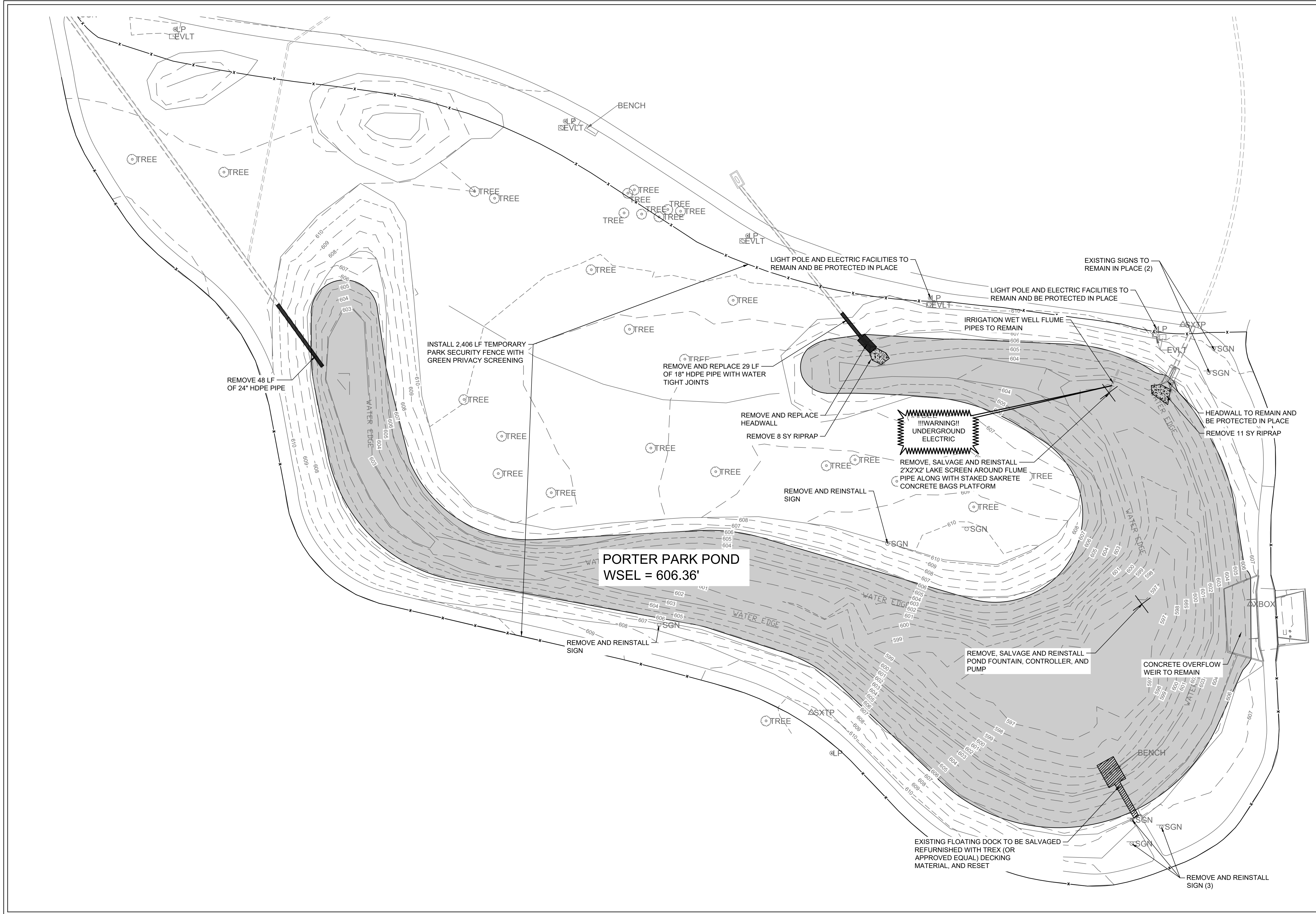
DIMENSION CONTROL PLAN

PROJECT NO.:	57185.001
ISSUED:	01/23/2025
SCALE:	1" = 30'
05	
PAGE NUMBER	05 OF 173




LEGEND:

-  STORM DRAIN/HEADWALL REMOVAL
-  RIPRAP REMOVAL
-  FEATURE TO BE REMOVED OR RELOCATED
-  SURVEY DATA
-  NORMAL POOL
-  TEMPORARY PARK SECURITY FENCING



EXISTING UTILITIES IN THE AREA. UTILITY LOCATIONS SHOWN ARE SCHEMATIC IN NATURE AND MAY NOT ACCURATELY REFLECT SIZE, HORIZONTAL, AND/OR VERTICAL LOCATION. THE CONTRACTOR SHALL VERIFY THE EXACT LOCATION PRIOR TO BEGINNING CONSTRUCTION. CONTACT AFFECTED UTILITIES AT LEAST 48 HOURS PRIOR TO CONSTRUCTION IN THIS AREA (1-800-DIG-TESS)



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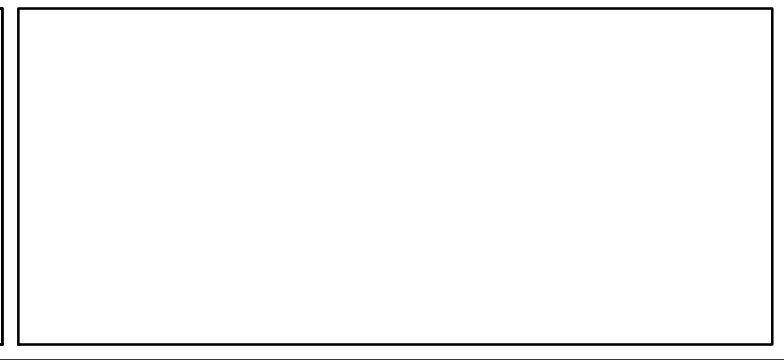
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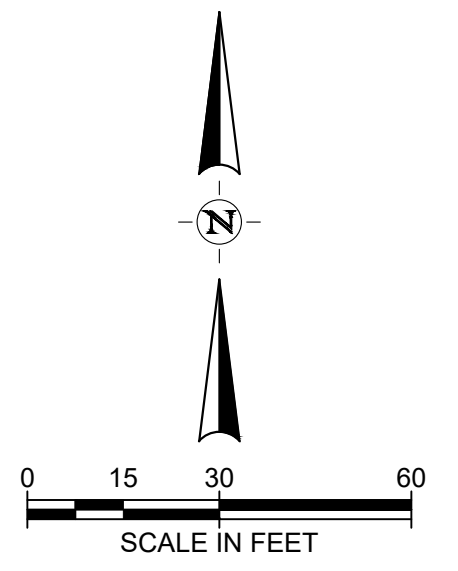
PORTER PARK POND REHABILITATION

DEMOLITION PLAN

PROJECT NO.: 57185.001
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SCALE: 1" = 30'

06

PAGE NUMBER 06 OF 174

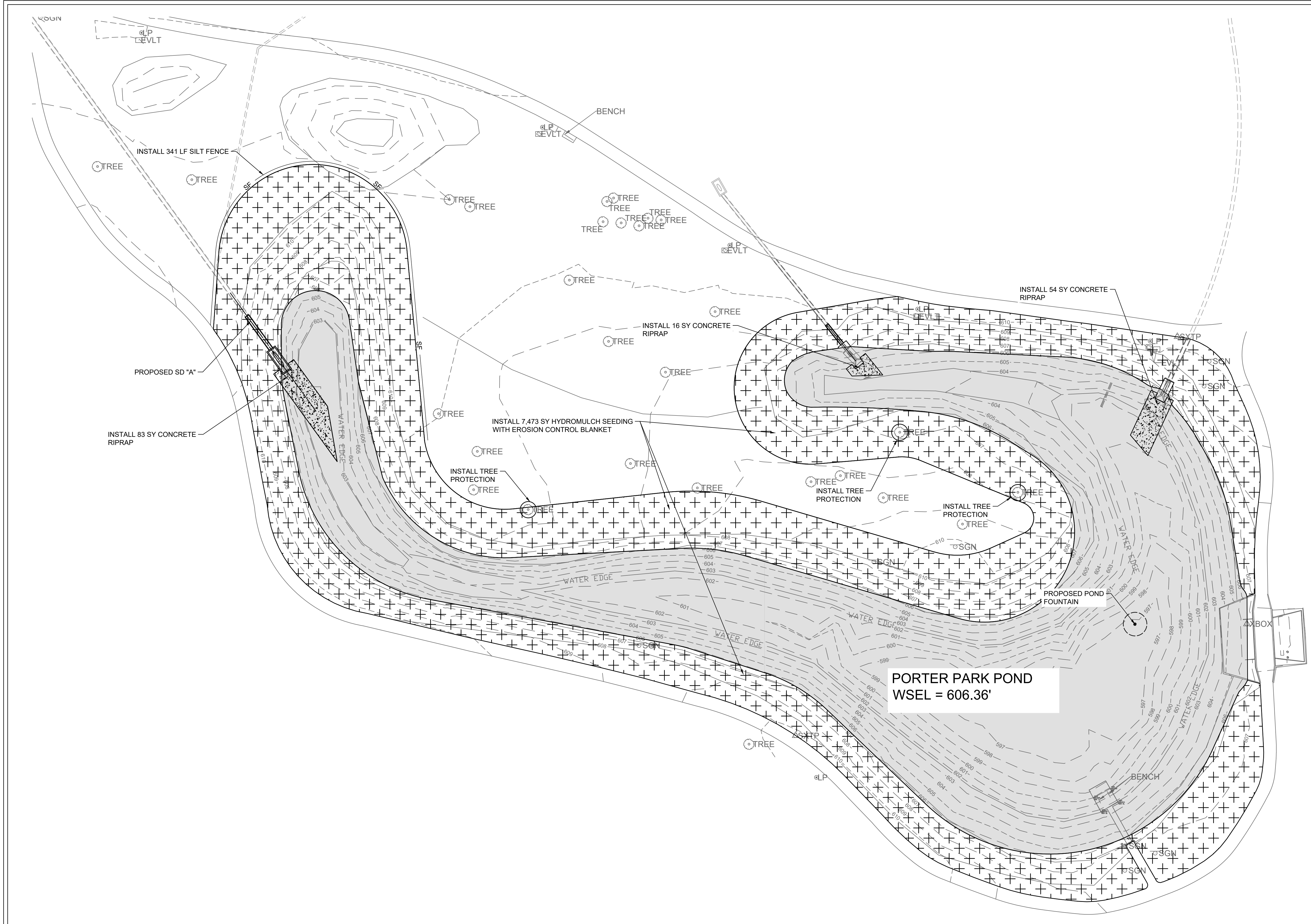


LEGEND:

- HYDROMULCH SEEDING WITH SOIL RETENTION BLANKET
- CONCRETE RIPRAP
- SF SILT FENCE
- NORMAL POOL
- TREE PROTECTION

NOTES:

1. PROPOSED HYDROMULCH SEEDING WITH SOIL RETENTION BLANKET SHOWN ON THIS SHEET INCLUDES AREAS BEYOND THE PROJECT LIMITS THAT ARE GRADED AS REQUIRED BY THE GRADING SHEET. AREAS DISTURBED OUTSIDE THE LIMITS SHOWN ON THE PLANS SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.
2. VEGETATION RE-ESTABLISHMENT ASSOCIATED WITH DAMAGE FROM ACCESS SHALL BE INCIDENTAL TO THE PROJECT BID ITEMS. ALL DISTURBED AREAS SHALL BE RESTORED IN KIND WITH GRASS AND SOIL RETENTION BLANKETS WHEN SLOPES EXCEED 6:1



PORTER PARK POND
WSEL = 606.36'

EXISTING UTILITIES IN THE AREA. UTILITY LOCATIONS SHOWN ARE SCHEMATIC IN NATURE AND MAY NOT ACCURATELY REFLECT SIZE, HORIZONTAL AND/OR VERTICAL LOCATION. THE CONTRACTOR SHALL VERIFY THE EXACT LOCATION PRIOR TO BEGINNING CONSTRUCTION. CONTACT AFFECTED UTILITIES AT LEAST 48 HOURS PRIOR TO CONSTRUCTION IN THE THIS AREA (1-800-DIG-TESS)

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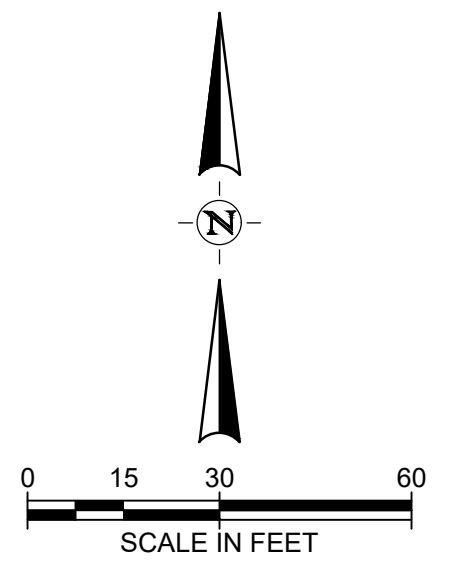
PORTER PARK POND REHABILITATION

EROSION CONTROL PLAN

PROJECT NO.: 57185.001
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07

PAGE NUMBER 07 OF 175




LEGEND:

- 606 — EXISTING CONTOUR
- 606 — PROPOSED CONTOUR
- FLOW DIRECTION



EXISTING UTILITIES IN THE AREA. UTILITY LOCATIONS SHOWN ARE SCHEMATIC IN NATURE AND MAY NOT ACCURATELY REFLECT SIZE, HORIZONTAL, AND/OR VERTICAL LOCATION. THE CONTRACTOR SHALL VERIFY THE EXACT LOCATION PRIOR TO BEGINNING CONSTRUCTION. CONTACT AFFECTED UTILITIES AT LEAST 48 HOURS PRIOR TO CONSTRUCTION IN THE THIS AREA (1-800-DIG-TESS)



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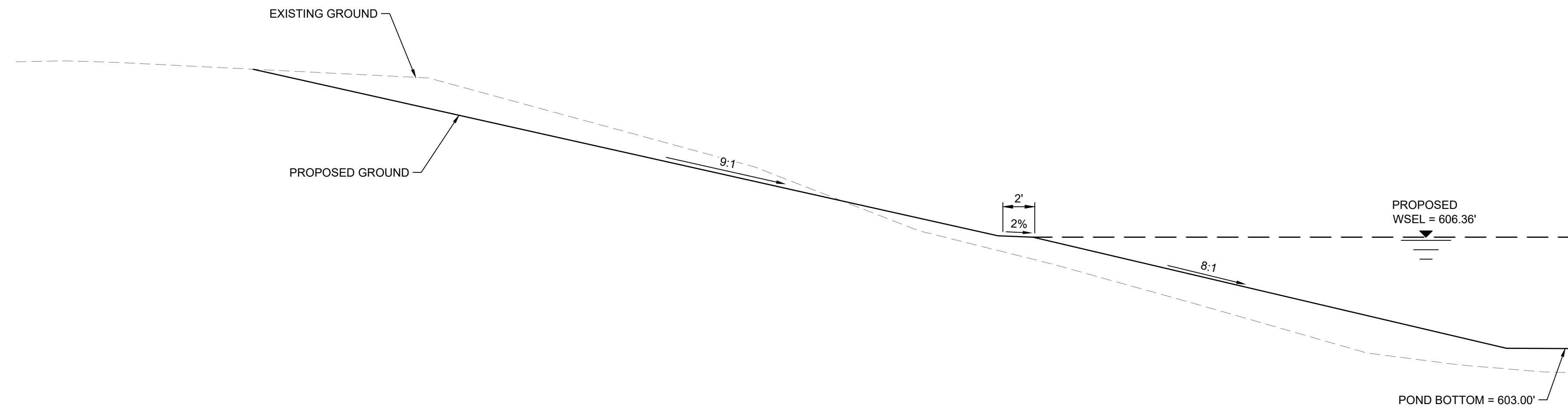
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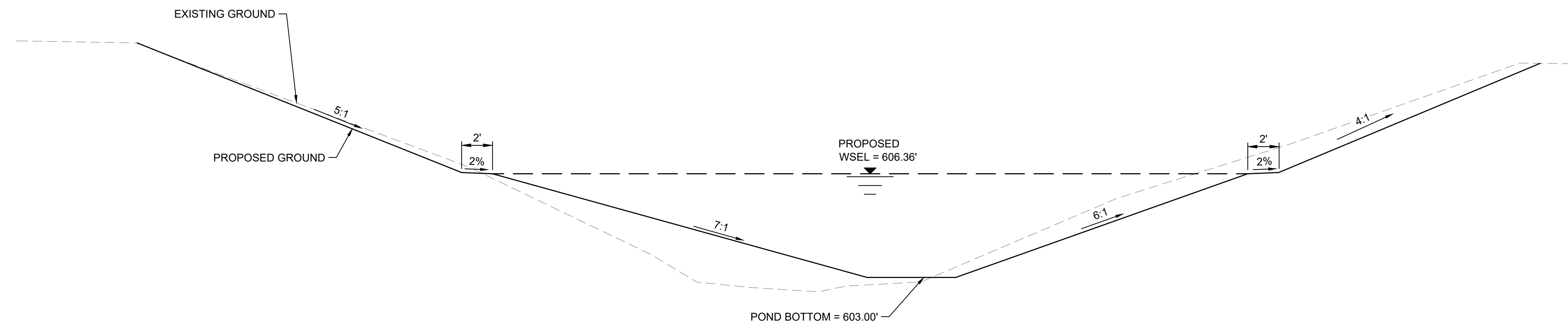
PORTER PARK POND REHABILITATION

GRADING PLAN

PROJECT NO.: 57185.001
 ISSUED: 01/23/2025
 SCALE: 1"=30'
 08
 PAGE NUMBER 08 OF 176




SECTION A-A
SCALE: H: 1" = 5'
V: 1" = 2.5'



SECTION B-B
SCALE: H: 1" = 5'
V: 1" = 2.5'

EXISTING UTILITIES IN THE AREA UTILITY LOCATIONS SHOWN ARE SCHEMATIC IN NATURE AND MAY NOT ACCURATELY REFLECT SIZE, HORIZONTAL AND/OR VERTICAL LOCATION. THE CONTRACTOR SHALL VERIFY THE EXACT LOCATION PRIOR TO BEGINNING CONSTRUCTION. CONTACT AFFECTED UTILITIES AT LEAST 48 HOURS PRIOR TO CONSTRUCTION IN THE THIS AREA (1-800-DIG-TESS)



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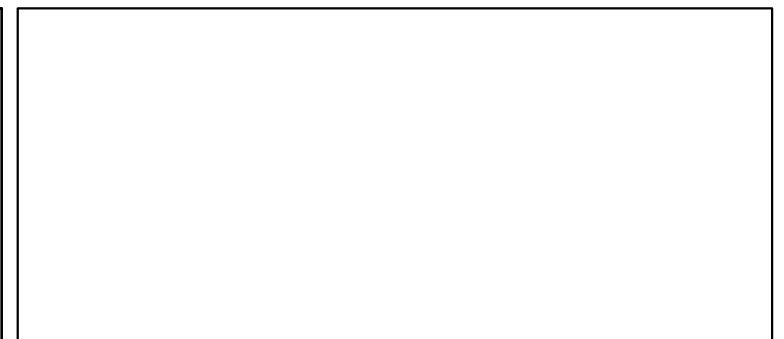
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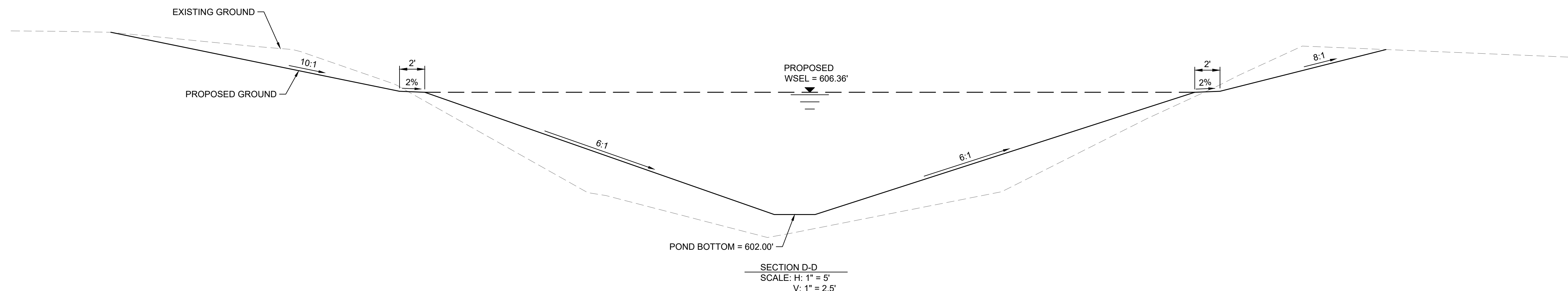
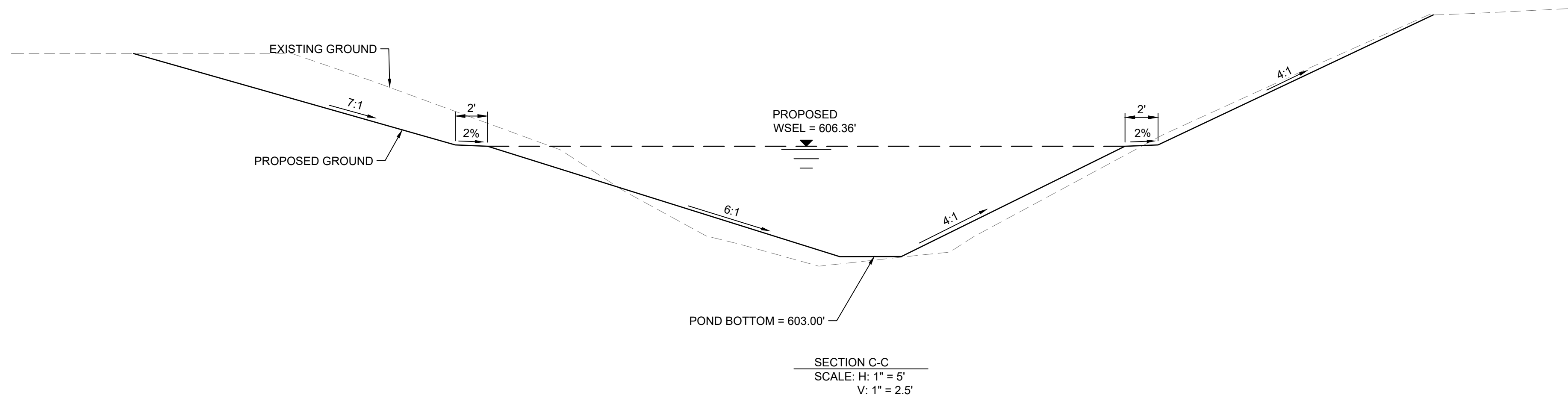
PORTER PARK POND REHABILITATION

GRADING SECTIONS
SHEET 1 OF 5


PROJECT NO.: 57185.001
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09

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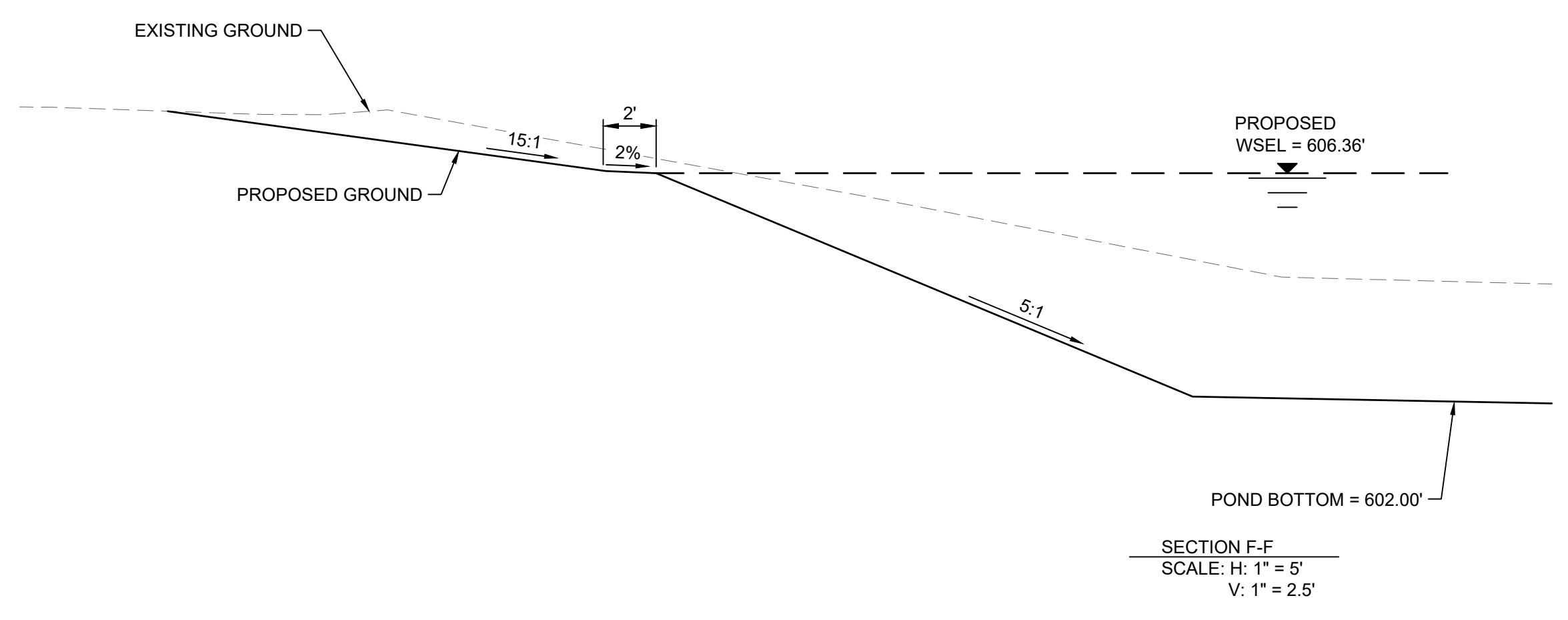
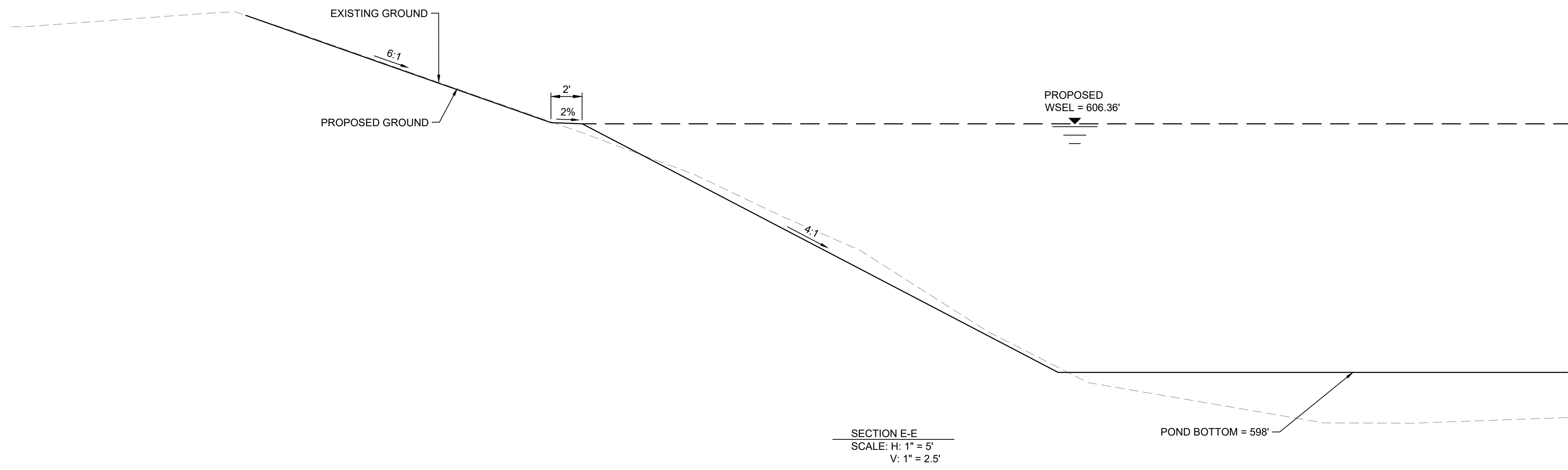
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PORTER PARK POND REHABILITATION

GRADING SECTIONS
SHEET 2 OF 5

PROJECT NO.: 57185.001
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10
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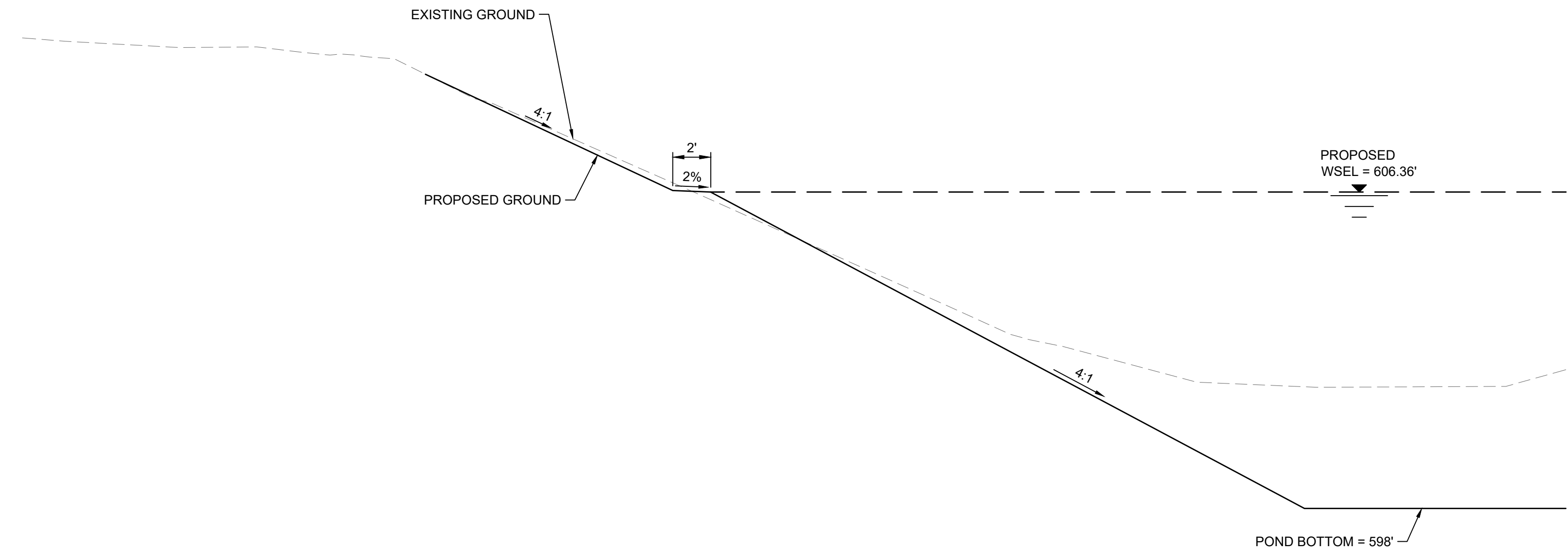
PORTER PARK POND REHABILITATION

GRADING SECTIONS
SHEET 3 OF 5

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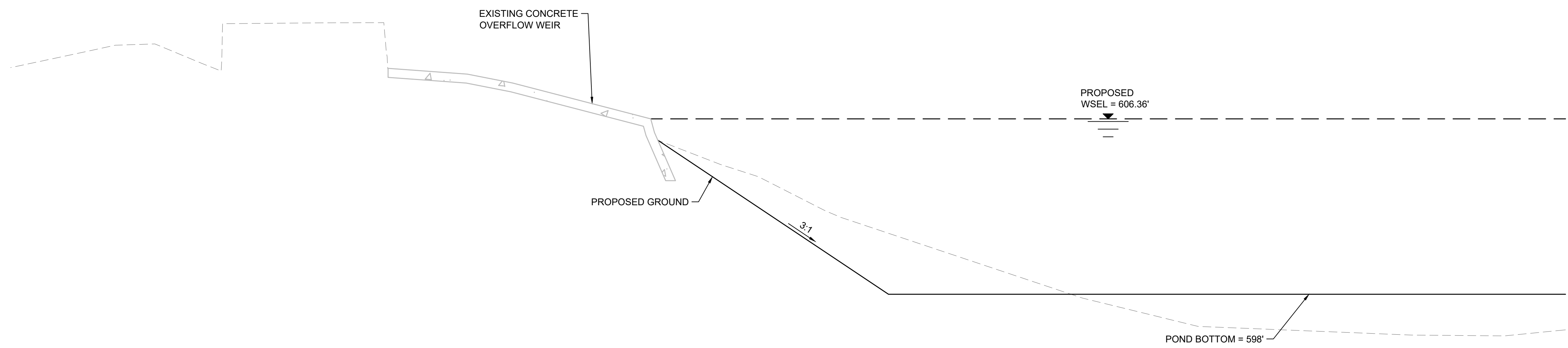
11

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SECTION G-G
SCALE: H: 1" = 5'
V: 1" = 2.5'

NOTE:
1. EXISTING CONCRETE WEIR TO REMAIN IN PLACE. ANY DAMAGE TO EXISTING CONCRETE WEIR SHALL BE REPAIRED AT CONTRACTOR'S EXPENSE.



SECTION H-H
SCALE: H: 1" = 5'
V: 1" = 2.5'

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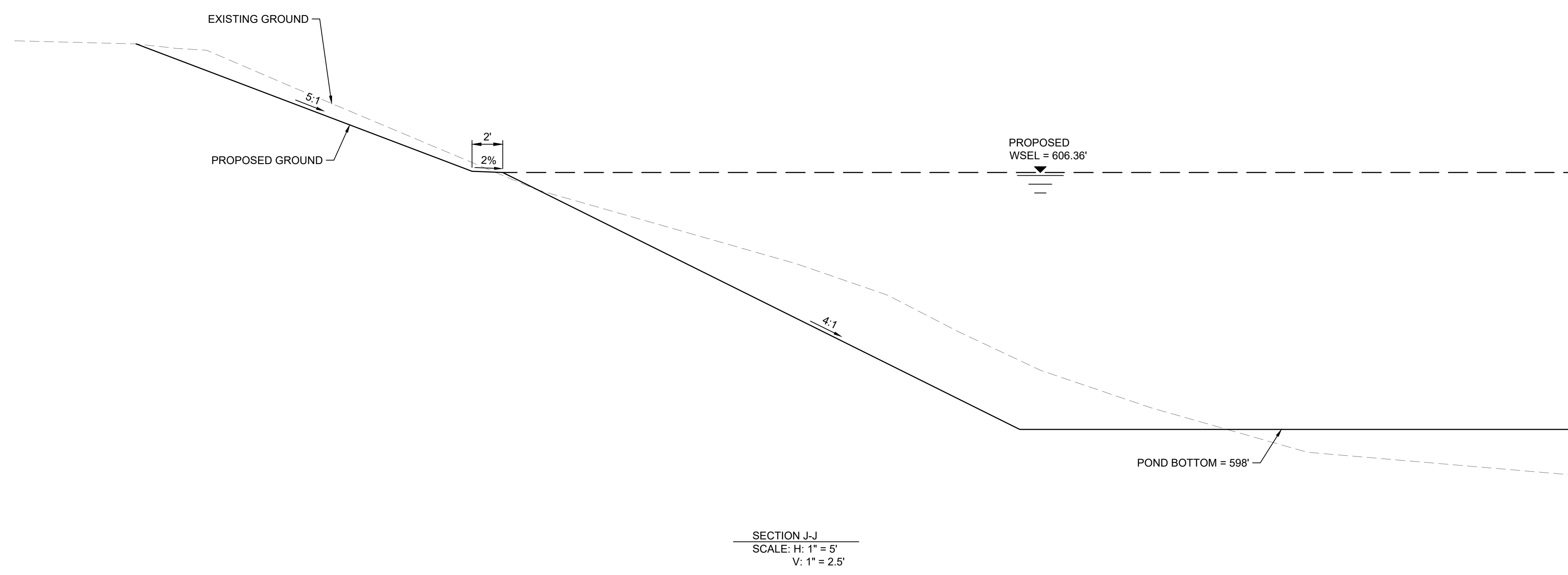
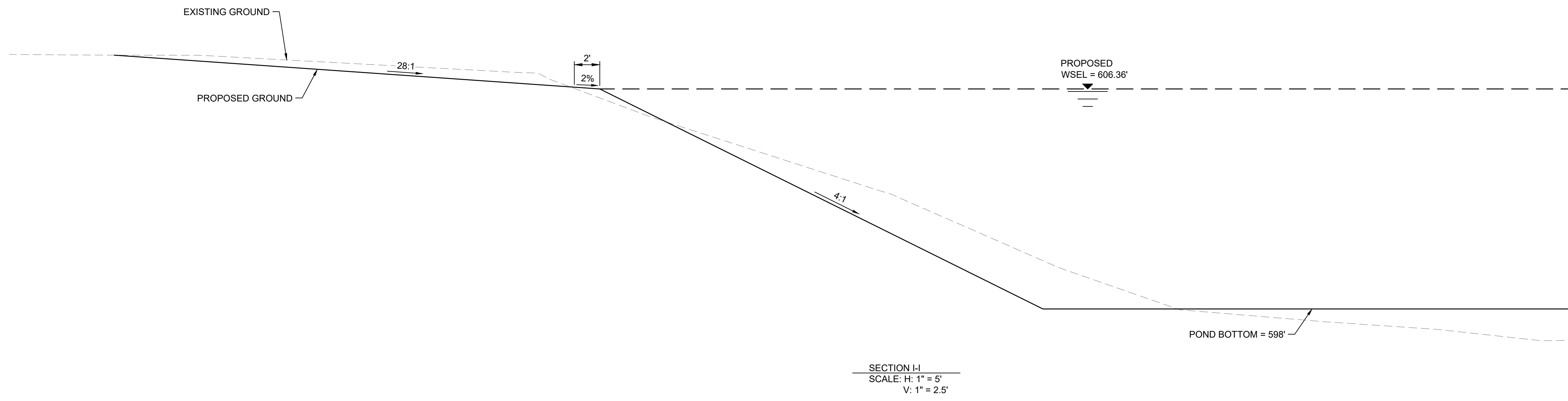
PORTER PARK POND REHABILITATION

GRADING SECTIONS
SHEET 4 OF 5


PROJECT NO.: 57185.001
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12

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EXISTING UTILITIES IN THE AREA. UTILITY LOCATIONS SHOWN ARE SCHEMATIC IN NATURE AND MAY NOT ACCURATELY REFLECT SIZE, HORIZONTAL AND/OR VERTICAL LOCATION. THE CONTRACTOR SHALL VERIFY THE EXACT LOCATION PRIOR TO BEGINNING CONSTRUCTION. CONTACT AFFECTED UTILITIES AT LEAST 48 HOURS PRIOR TO CONSTRUCTION IN THE THIS AREA (1-800-DIG-TESS)



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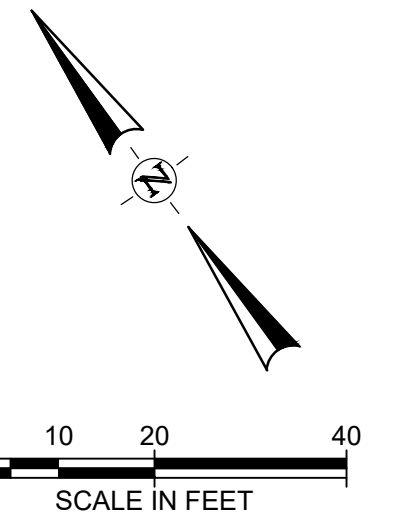
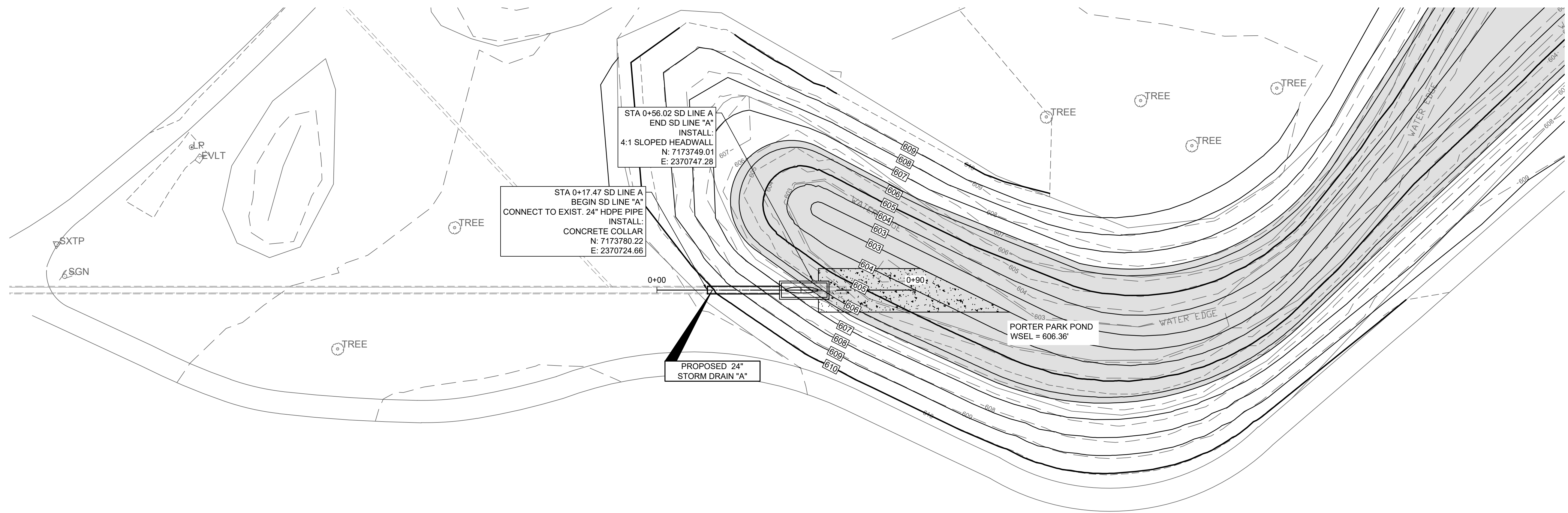
PORTER PARK POND REHABILITATION

GRADING SECTIONS
SHEET 5 OF 5

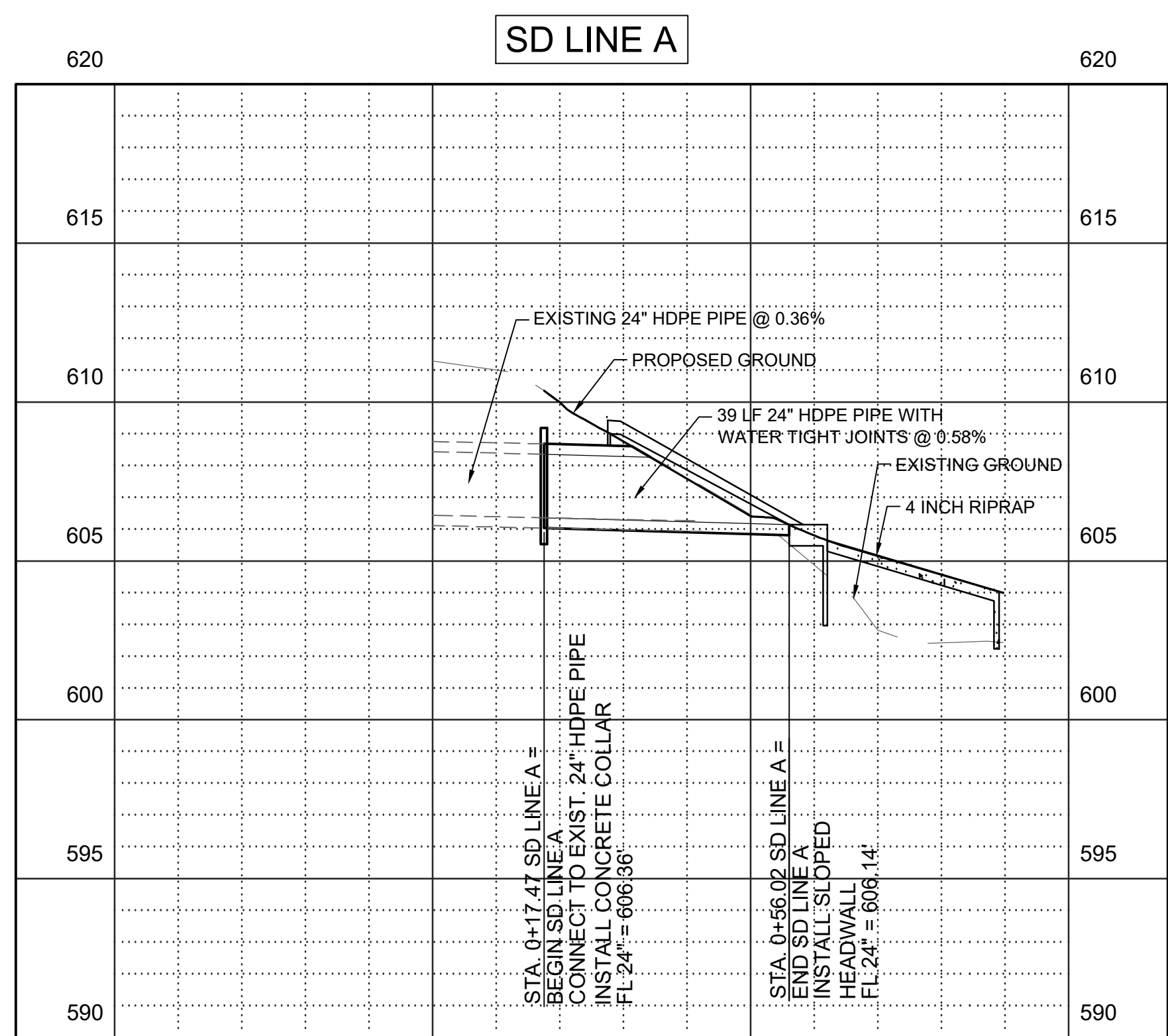
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- NOTES:**
- CONTRACTOR SHALL LOCATE EXISTING STORM DRAIN PIPE AND VERIFY HORIZONTAL AND VERTICAL LOCATION PRIOR TO FABRICATING OR ORDERING MATERIALS.
 - STORM DRAIN TRENCH SHALL BE BACKFILLED AND FINE GRADED TO MEET GRADES PROVIDED IN THE PLANS OR PRE-PROJECT CONDITIONS AS SPECIFIED.



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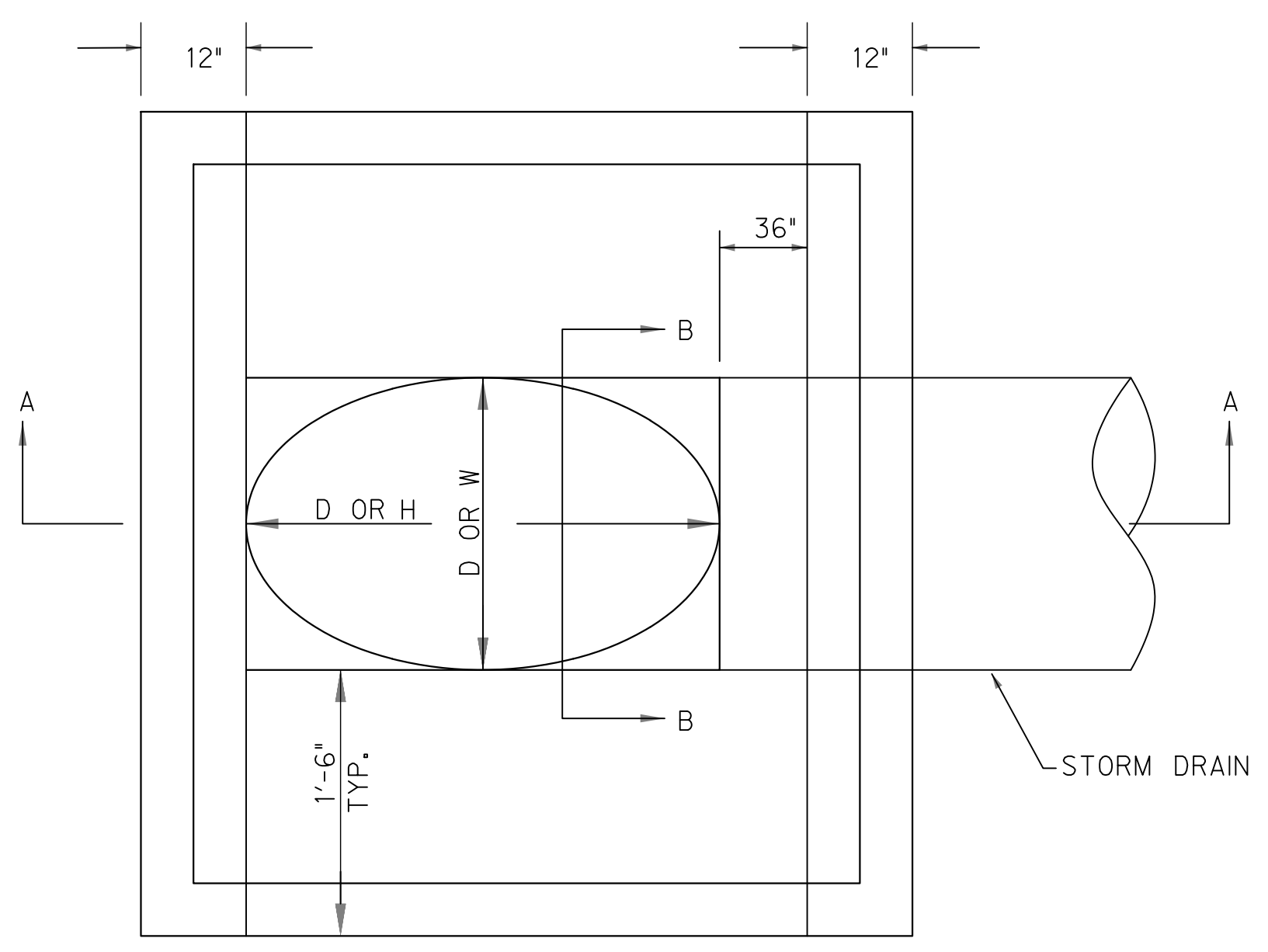
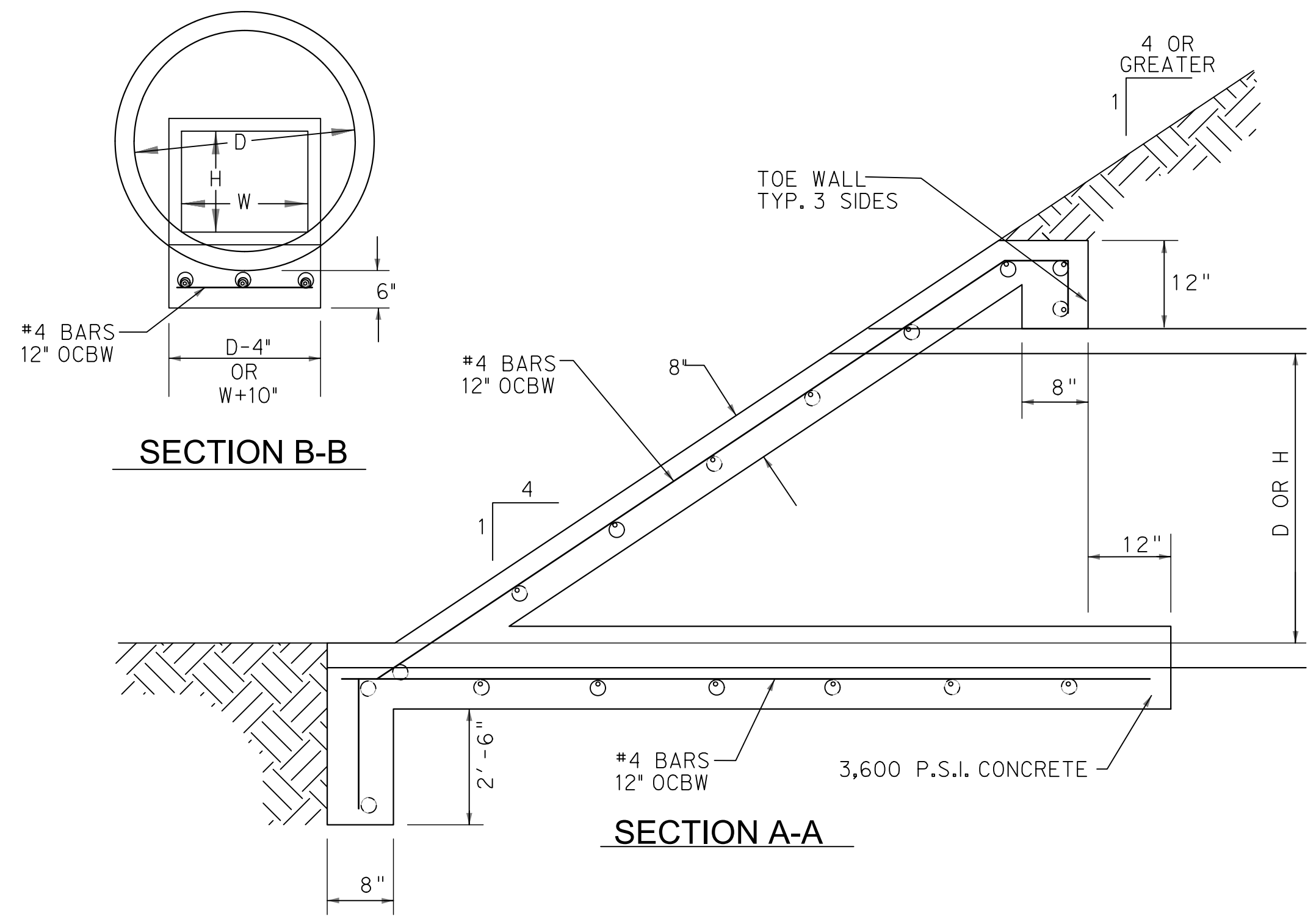


PORTER PARK POND REHABILITATION

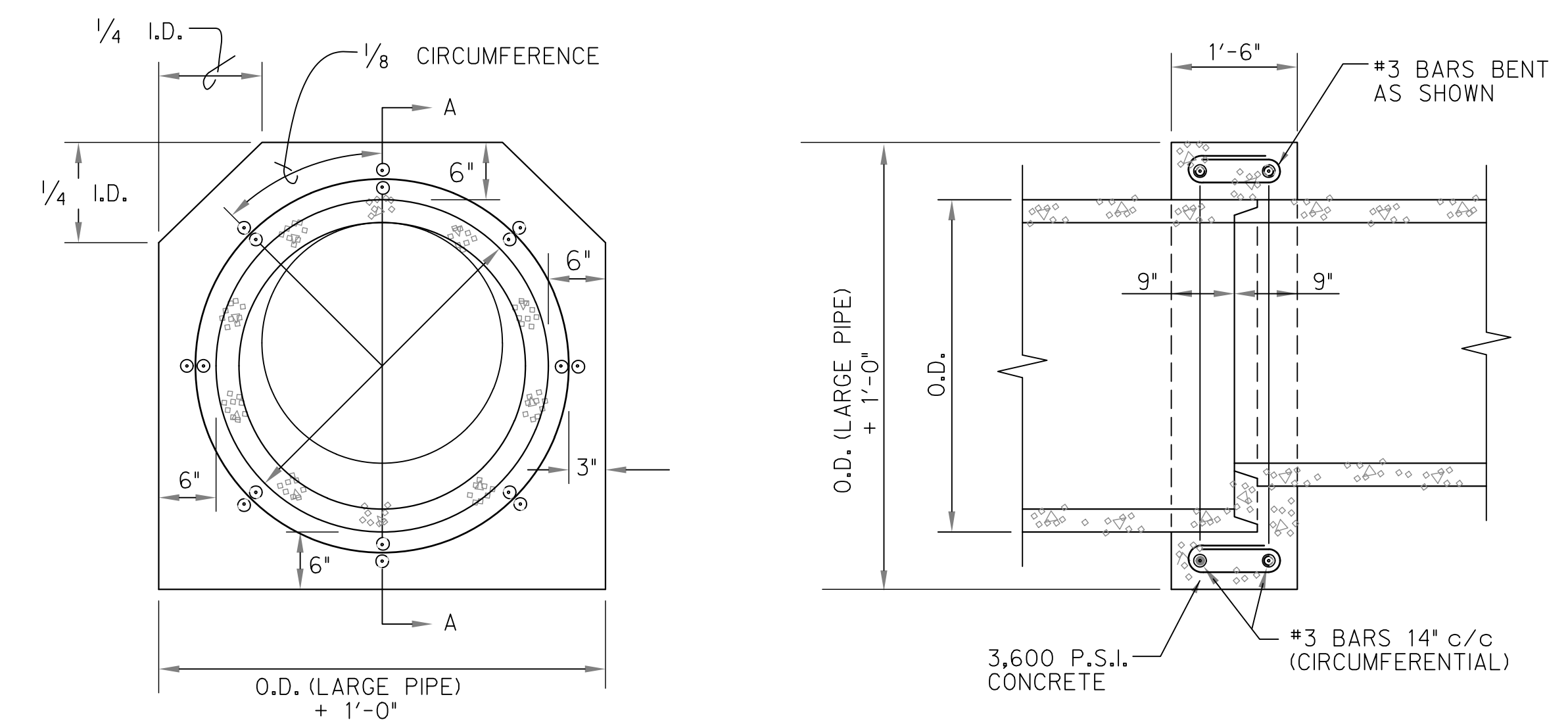
SD LINE "A"
PLAN AND PROFILE
BEGIN TO END

PROJECT NO.: 57185.001
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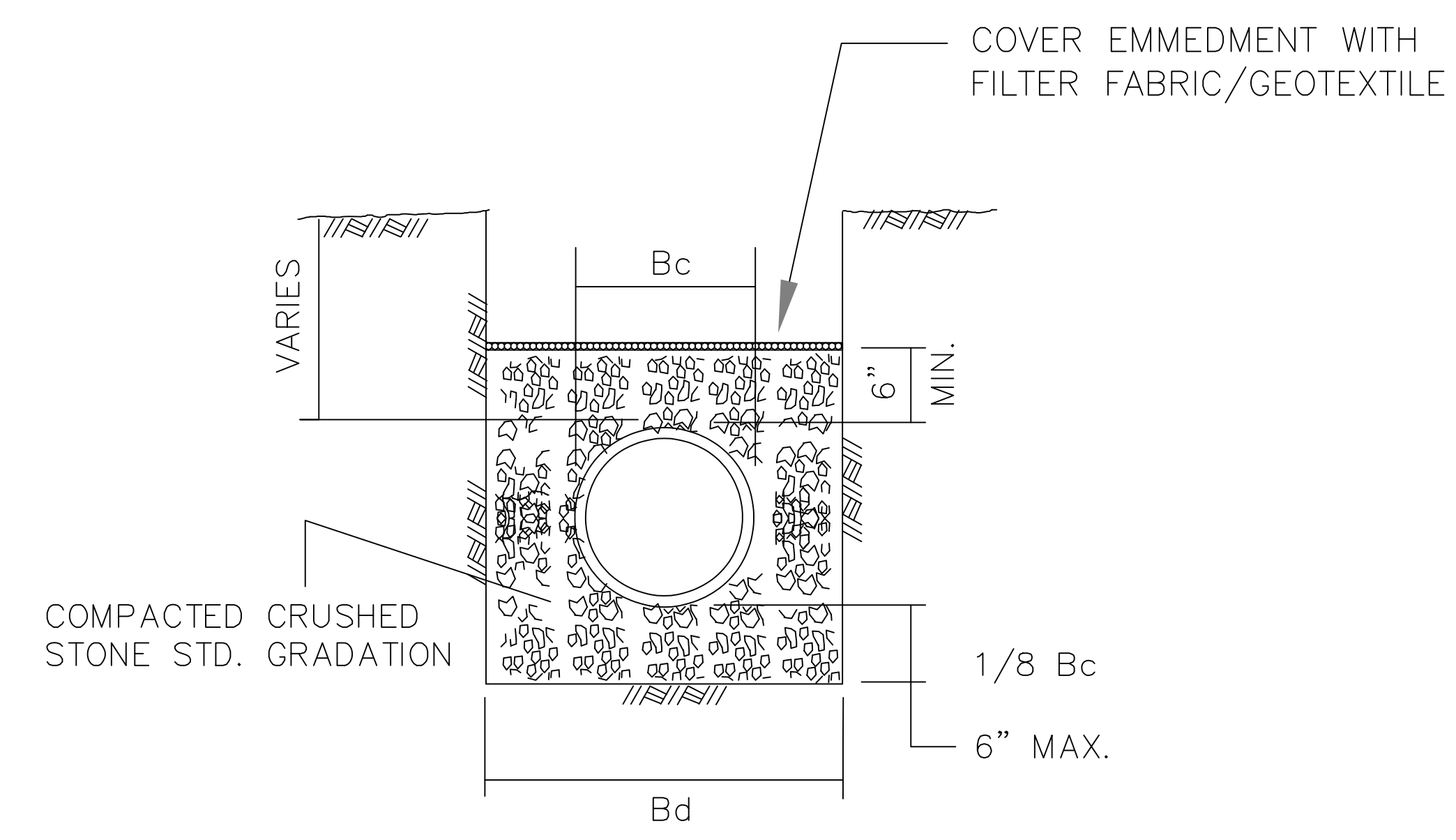
14
PAGE NUMBER 14 OF 182



PLAN
SLOPED HEADWALL
N.T.S.



CONCRETE COLLAR DETAIL (PIPE)



CLASS "H"
N.T.S.

- NOTES:**
1. Bc = OUTSIDE DIAMETER OF PIPE
 2. Bd = TRENCH WIDTH
 3. D = INSIDE DIAMETER OF PIPE
 4. USE 95% DENSITY UNDER PAVED SURFACE AND 90% IN UNPAVED AREAS

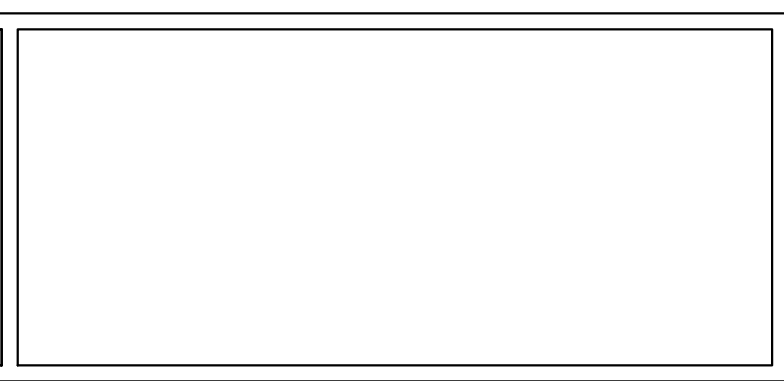
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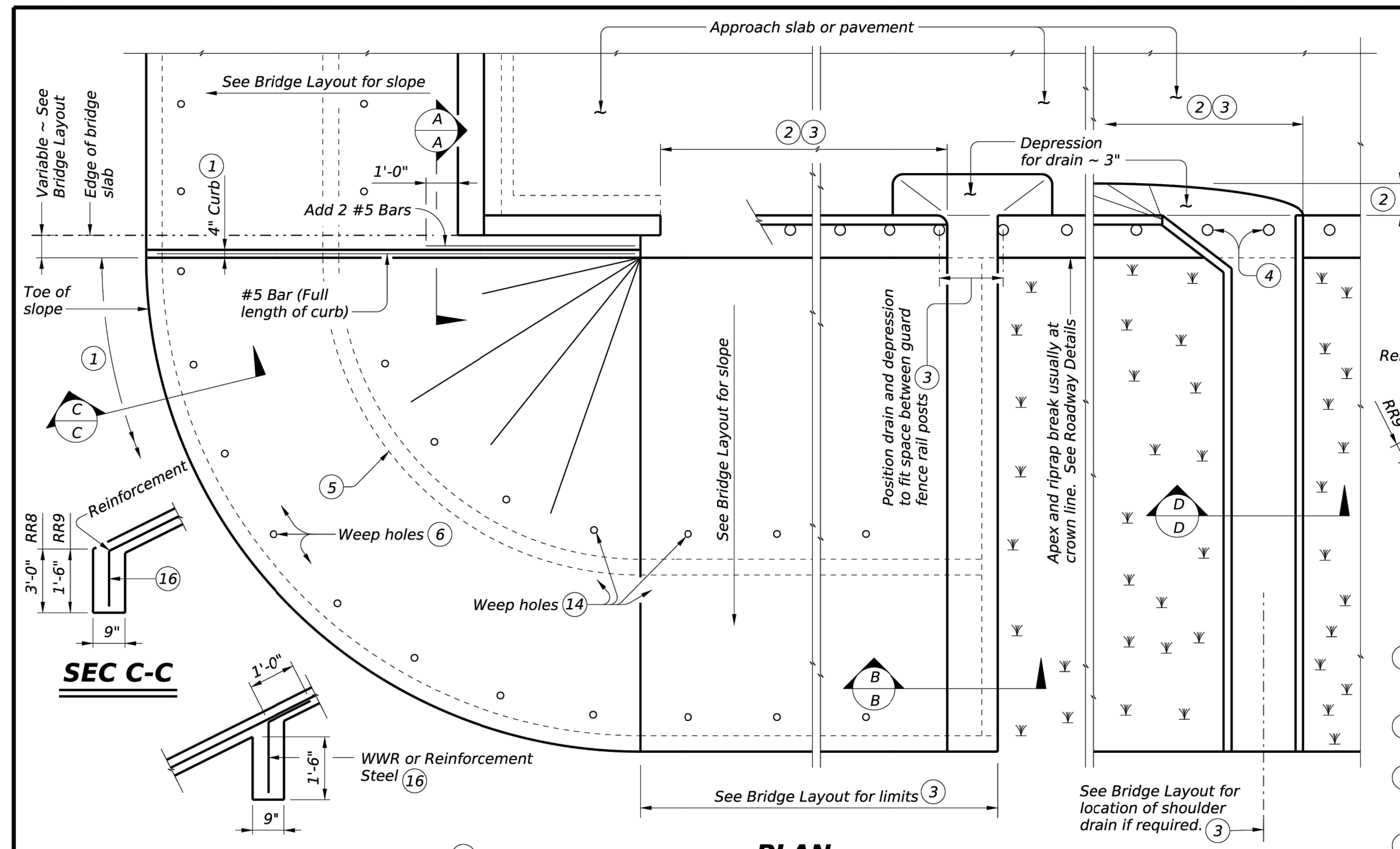
PORTER PARK POND REHABILITATION

STORM DRAIN DETAILS
SHEET 1 OF 1

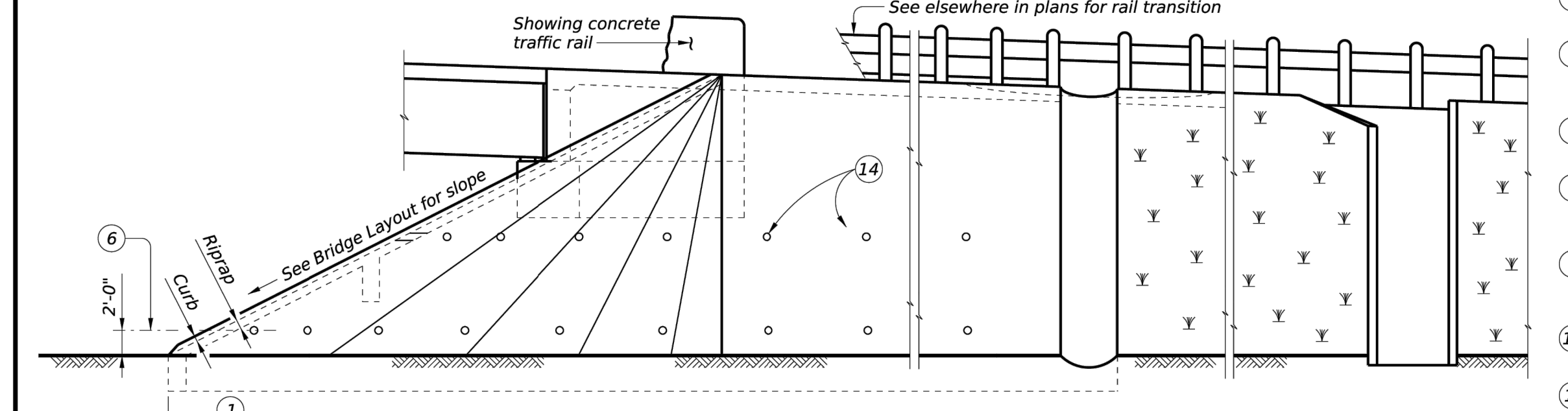
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PAGE NUMBER 15 OF 183

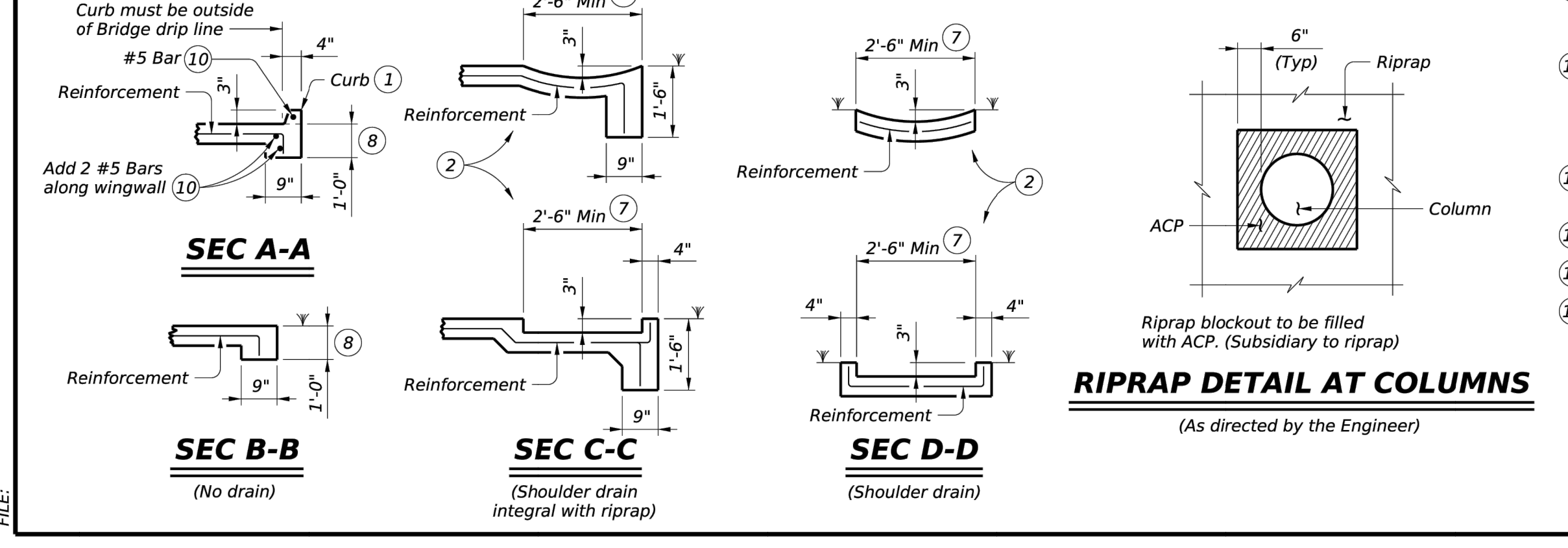
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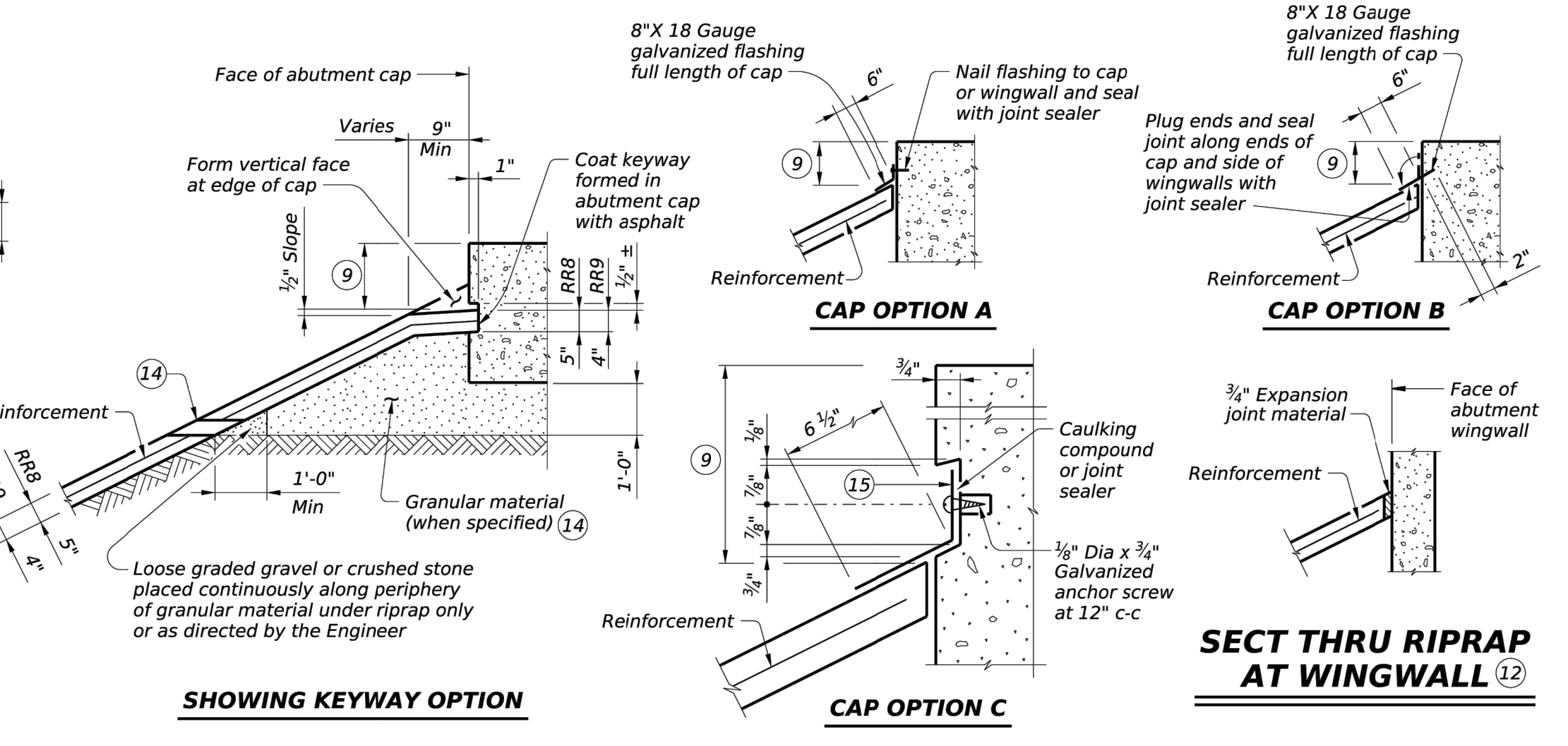
INTERMEDIATE TOEWALL 5



ELEVATION

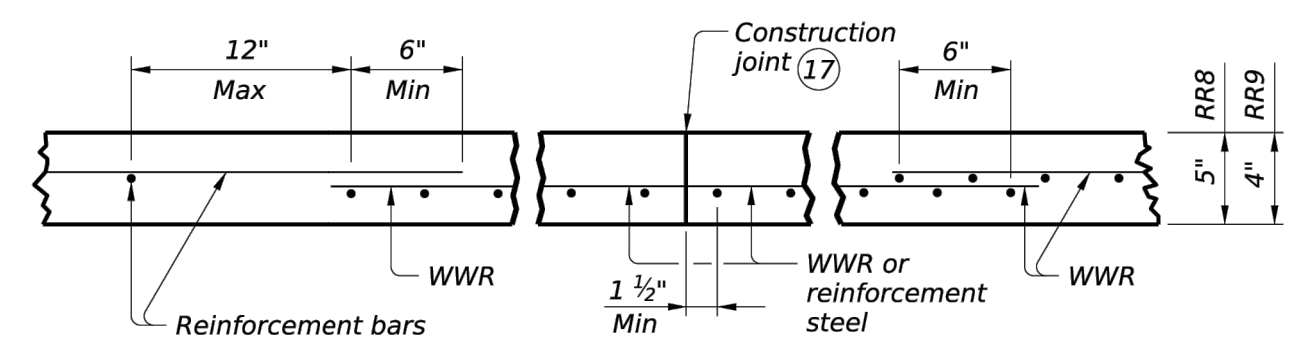


RIPRAP DETAIL AT COLUMNS
(As directed by the Engineer)



SHOWING KEYWAY OPTION

SECTIONS THRU RIPRAP AT CAP 11



REINFORCEMENT DETAILS 13

See General Notes for optional synthetic fiber reinforcement.

- 1 When riprap is shown extended around header on layout, extend slab and toewall as shown and eliminate 4" curb.
- 2 Limits and configuration of drains and depressions are as shown elsewhere in plans or as directed by the Engineer.
- 3 Location of shoulder drain must consider limitations imposed by rail transition. Do not locate shoulder drains at expansion joints between approach slab and concrete pavement.
- 4 See details elsewhere in plans for installation of guard fence posts through concrete riprap.
- 5 Provide intermediate toewall only when designated elsewhere in the plans or included in the specifications.
- 6 Provide lower level of 2" Dia weep holes at 10' c-c backed by 1 CF packet of gravel and galvanized hardware cloth at all locations unless directed by the Engineer to eliminate.
- 7 Use wider or other drain configurations if shown elsewhere in plans or if directed by the Engineer.
- 8 Wall extension may be reduced or modified if approved by the Engineer. Increase wall extension to 1'-6" whenever the optional intermediate toewall is called for in the plans.
- 9 Top of cap to top of riprap dimension varies as directed by the Engineer. Should be 9" Min for beam/slab type bridges and 1'-6" for slab span, box beam, or slab beam bridges.
- 10 #5 bars shown are required even when synthetic fiber reinforcing option is selected.
- 11 Provide sealing option for joint between the face of cap and riprap as designated by the Engineer or as shown elsewhere on plans.
- 12 Flashing (shown in Cap Option A) may be used at wingwall in addition to expansion joint material if shown on plans or directed by the Engineer.
- 13 Provide #3 reinforcing bars at 18" Spa c-c. Provide welded wire reinforcement (WWR) as 6x6-D2.9xD2.9 or D3xD3. Combinations of WWR and reinforcing bars may be used if both are permitted. Use lap splices of a minimum 6 inches, measured from the transverse wire of WWR, and the ends of reinforcing bars.
- 14 If granular material is specified, provide upper level of 2" Dia weep holes at 10' c-c backed by galvanized hardware cloth.
- 15 8" x 18 Gage galvanized sheet metal.
- 16 Provide WWR or #3 bars, with 1'-0" extension into slope.
- 17 WWR or reinforcing steel is continuous through riprap construction joints. Provide WWR or reinforcing steel that extends 1'-1" minimum into adjacent riprap on each side of construction joint even if synthetic reinforcing fiber is utilized.

FOR CONTRACTOR'S INFORMATION ONLY:
 5" of RR8 = 0.015 CY/SF
 4" of RR9 = 0.012 CY/SF
 #3 Reinf at 18" c-c = 0.501 Lbs/SF
 6x6-D3xD3 = 0.408 Lbs/SF

GENERAL NOTES:
 Provide Class "B" concrete (f'c = 2,000 psi) unless noted elsewhere in plans.
 Provide Grade 60 reinforcing steel.
 Provide deformed welded wire reinforcement (WWR) meeting ASTM A1064, unless otherwise shown.
 Provide reinforcing bars, deformed WWR, or any suitable combination of both types for riprap reinforcing, unless specified elsewhere in the plans.
 Optionally synthetic fibers may be used if approved by the Engineer.
 Provide synthetic fibers listed on the "Fibers for Concrete" Material Producer List (MPL) in lieu of steel reinforcing in riprap concrete.
 Install construction joints or grooved joints extending the full slant slope height at intervals of approximately 20 feet unless otherwise directed by the Engineer.
 Hardware cloth, loose grade stone behind weep holes, flashing, or other sealing material are subsidiary to the bid item "Riprap."
 See Bridge Layout for limits of riprap.
 RR8 is to be used on stream crossings.
 RR9 is to be used on other embankments.

		Bridge Division Standard	
CONCRETE RIPRAP AND SHOULDER DRAINS EMBANKMENTS AT BRIDGE ENDS (TYPES RR8 & RR9)			
CRR			
FILE: MS-CRR-24.dgn	DW: TxDOT	CK: TxDOT	DW: TxDOT
©TxDOT October 2024	CONT	SECT	JOB HIGHWAY
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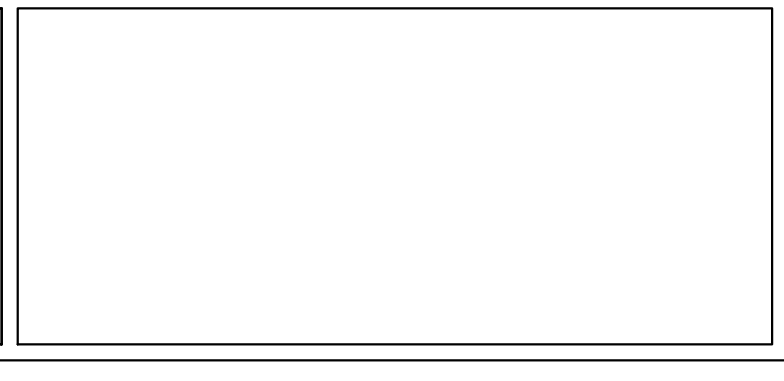
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PORTER PARK POND REHABILITATION

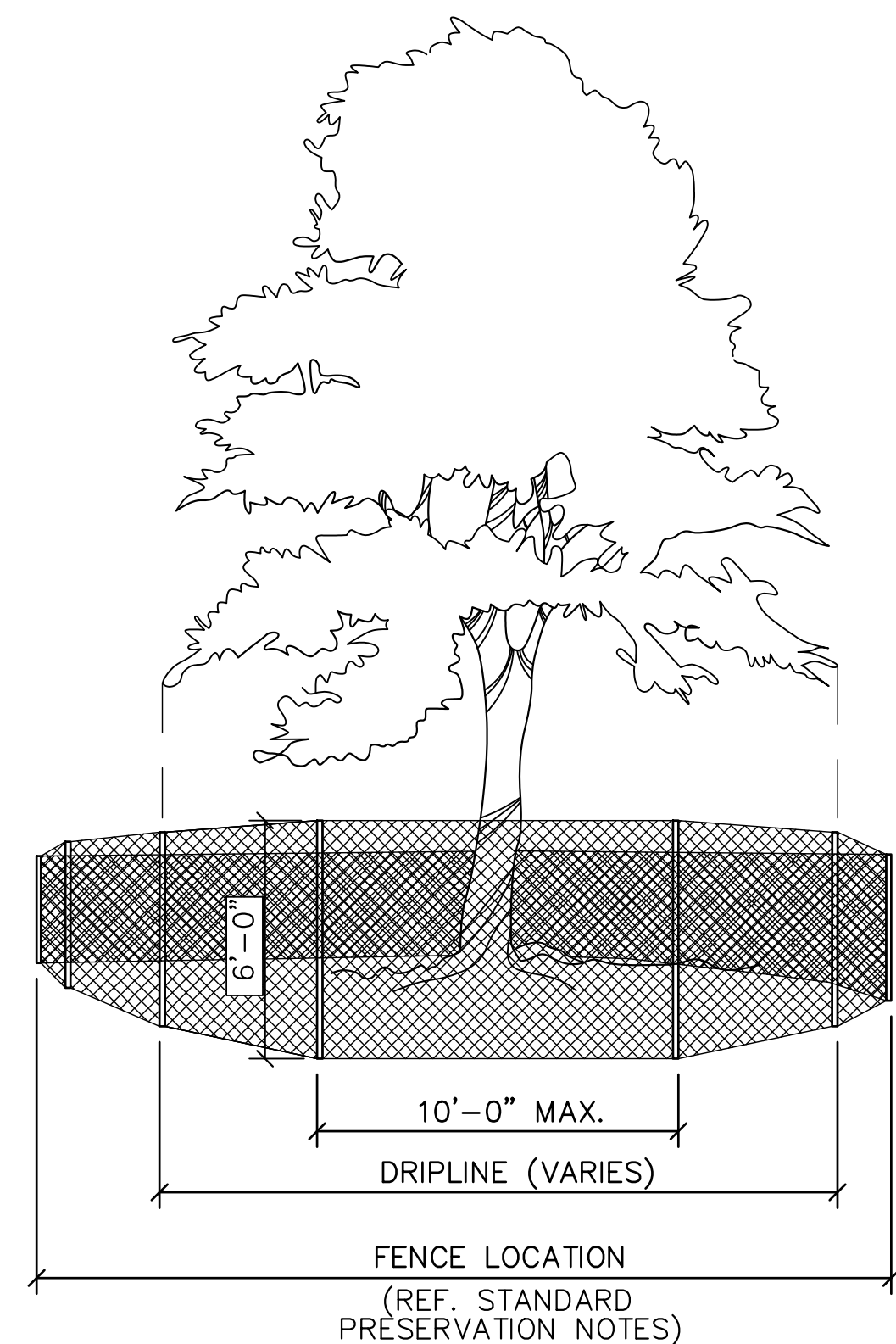
STORM DRAIN DETAILS
 SHEET 2 OF 2

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PLAN VIEW

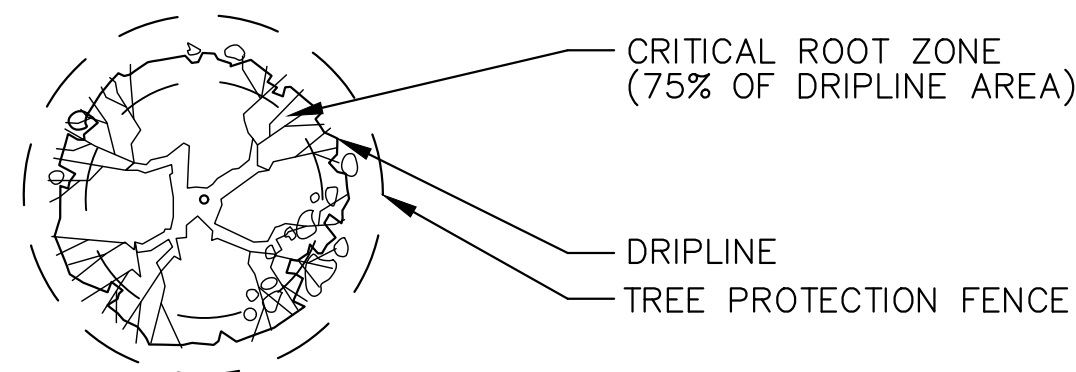


TREE PROTECTION DETAIL
N.T.S.

STANDARD PRESERVATION NOTES FOR TREE AND NATURAL AREA PROTECTION

1. All trees and natural areas shown on plan to be preserved shall be protected during construction with temporary fencing and other measures as needed which may include retaining walls, pruning of limbs, roots, etc.
2. Protective fences shall be installed prior to the start of any site preparation work (clearing, grubbing or grading), and shall be maintained throughout all phases of the construction project.
3. Erosion and sedimentation control barriers shall be installed or maintained in a manner which does not result in soil build-up within tree drip lines.
4. Protective fences shall surround the trees or group of trees, and will be located no closer than the outermost limit of branches (drip line) plus an additional 2'-0" away from the limits of dripline. For natural areas, protective fences shall follow the Limit of Construction line, in order to prevent the following:
 - A. Soil compaction in the root zone area resulting from vehicular traffic or storage of equipment or materials;
 - B. Root zone disturbances due to grade changes (greater than 6 inches cut or fill), or trenching not reviewed and authorized by the City Parks Department;
 - C. Wounds to exposed roots, trunk or limbs by mechanical equipment;
 - D. Other activities detrimental to trees such as chemical storage, cement truck cleaning, and fires.
5. Exceptions to installing fences at tree drip lines may be permitted in the following cases:
 - A. Where there is to be an approved grade change, impermeable paving surface, tree well, or other such site development, erect the fence approximately 2 to 4 feet beyond the area disturbed;
 - B. Where permeable paving is to be installed within a tree's drip line, erect the fence at the outer limits of the permeable paving area (prior to site grading so that this area is graded separately by hand prior to paving installation to minimized root damage);
 - C. Where trees are close to proposed buildings, erect the fence to allow root pruning in the work space between the fence and the building, prior to disturbance. The fence can be erected at the point of root pruning;
 - D. Where there are severe space constraints due to tract size, or other special requirements, contact an Arborist to discuss alternatives.

Special Note: Exceptions are permitted for areas outside the critical root zone. No disturbances are permitted within the critical root zone (75% of the dripline area). For the protection of natural areas, no exceptions to installing fences at the Limit of Construction line will be permitted, and no silting of stock piling of material or dirt is allowed around trees.
6. Where any of the above exceptions result in a fence being closer than 4 feet to a tree trunk, protect the trunk with strapped-on planking to a height of 8 ft. in addition to the reduced fencing provided.
7. Trees approved for removal shall be removed in a manner which does not impact trees to be preserved.
8. Any roots exposed by construction activity shall be pruned flush with the soil. Backfill root areas with good quality top soil as soon as possible. If exposed root areas are not backfilled within 2 days, cover them with organic material in a manner which reduces soil temperature and minimizes water loss due to evaporation.
9. Trenching required for the installation of irrigation shall be placed as far from existing tree trunks as possible.
10. Limbing & pruning to provide clearance for structures, traffic and equipment shall take place before damage occurs.
11. All finished pruning shall be done according to recognized, approved standards of the industry (Reference the National Arborist Association Pruning Standards for Shade Trees).



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SAMSON R. LOTIGO 149676
NAME PE LICENSE NO.
1/23/2025
DATE
TBPELS ENGINEERING FIRM #F-312 TX
FIRM / BUSINESS NO. STATE

PORTER PARK POND REHABILITATION

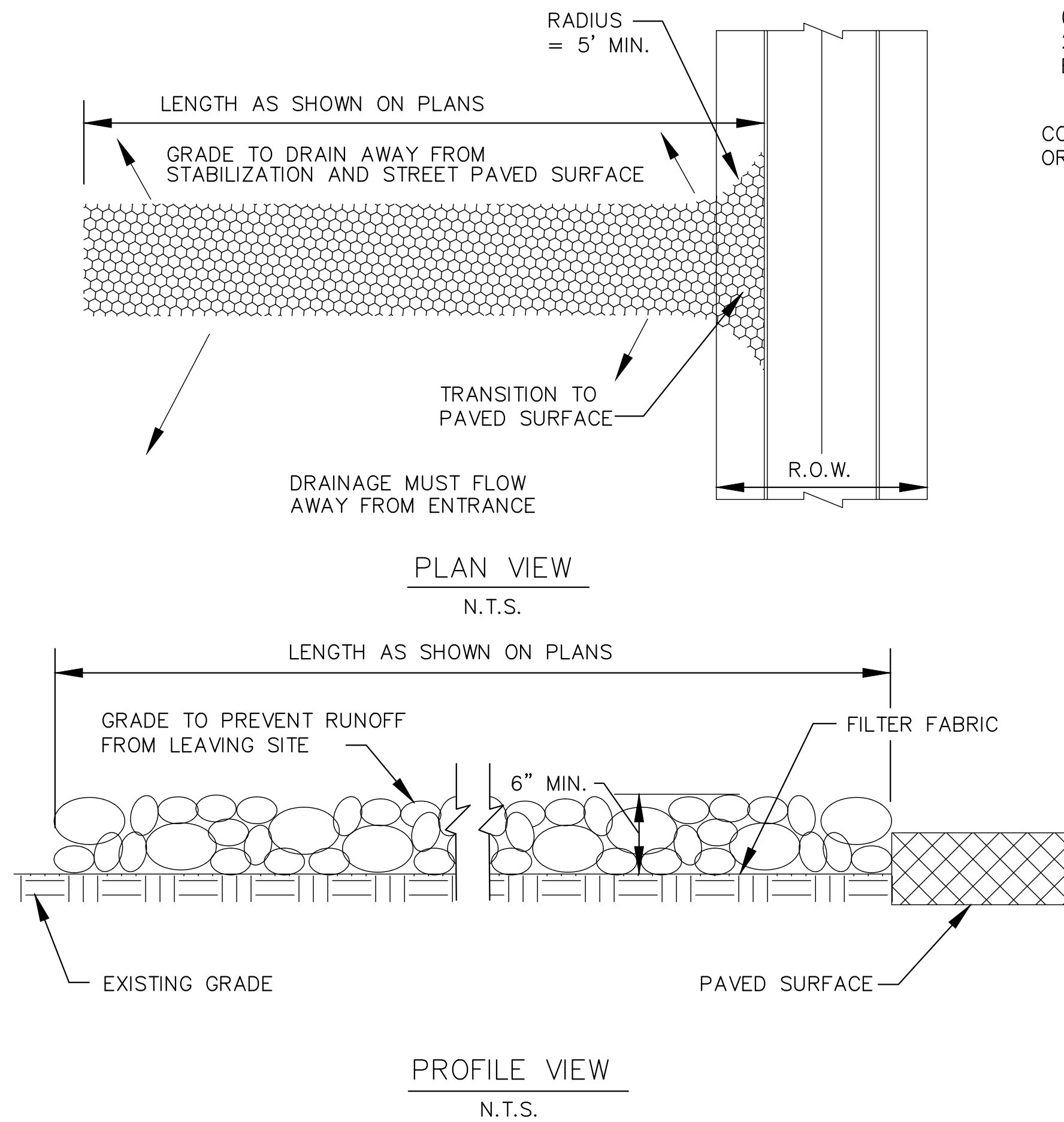
EROSION CONTROL DETAILS 1
SHEET 1 OF 2

PROJECT NO.: 57185.001
ISSUED: 01/23/2025
SCALE: N/A

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PAGE NUMBER 17 OF 185

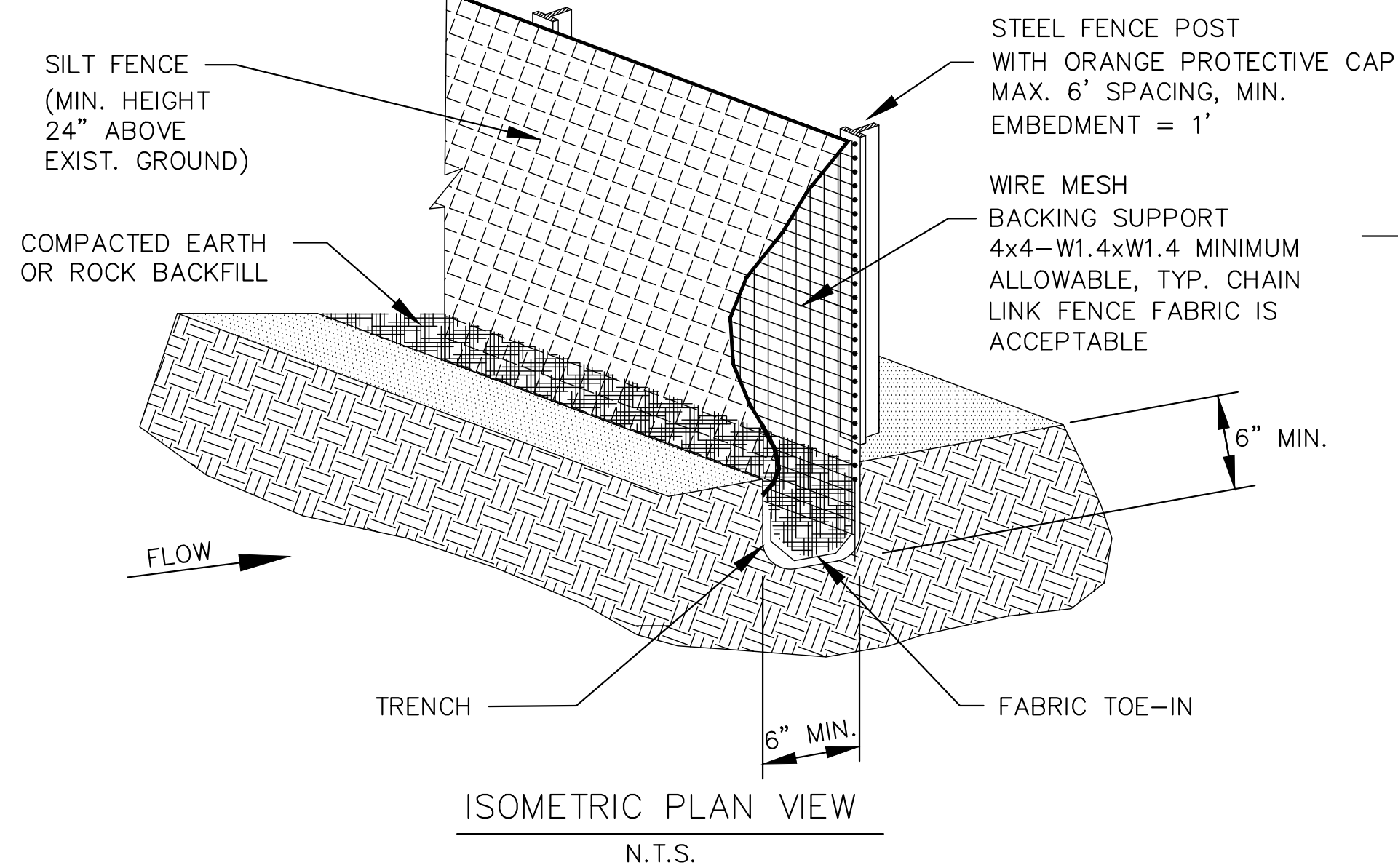
STABILIZED CONSTRUCTION ENTRANCE



STABILIZED CONSTRUCTION ENTRANCE GENERAL NOTES:

1. STONE SHALL BE 3 TO 5 INCH DIAMETER CRUSHED ROCK OR ACCEPTABLE CRUSHED PORTLAND CEMENT CONCRETE.
2. LENGTH SHALL BE SHOWN ON PLANS, WITH A MINIMUM LENGTH OF 30 FEET FOR LOTS WHICH ARE LESS THAN 150 FEET FROM EDGE OF PAVEMENT. THE MINIMUM DEPTH IN ALL OTHER CASES SHALL BE 50 FEET.
3. THE THICKNESS SHALL NOT BE LESS THAN 6 INCHES.
4. THE WIDTH SHALL BE NO LESS THAN THE FULL WIDTH OF ALL POINTS OF INGRESS OR EGRESS.
5. WHEN NECESSARY, VEHICLES SHALL BE CLEANED TO REMOVE SEDIMENT PRIOR TO ENTRANCE ONTO A PUBLIC ROADWAY. WHEN WASHING IS REQUIRED, IT SHALL BE DONE ON AN AREA STABILIZED WITH CRUSHED STONE WITH DRAINAGE FLOWING AWAY FROM BOTH THE STREET AND THE STABILIZED ENTRANCE. ALL SEDIMENT SHALL BE PREVENTED FROM ENTERING ANY STORM DRAIN, DITCH OR WATERCOURSE USING APPROVED METHODS.
6. THE ENTRANCE SHALL BE MAINTAINED IN A CONDITION WHICH WILL PREVENT TRACKING OR FLOWING OF SEDIMENT ONTO PAVED SURFACES. THIS MAY REQUIRE PERIODIC TOP DRESSING WITH ADDITIONAL STONE AS CONDITIONS DEMAND. ALL SEDIMENT SPILLED, DROPPED, WASHED, OR TRACKED ONTO PAVED SURFACES MUST BE REMOVED IMMEDIATELY.
7. THE ENTRANCE MUST BE PROPERLY GRADED OR INCORPORATE A DRAINAGE SWALE TO PREVENT RUNOFF FROM LEAVING THE CONSTRUCTION SITE.

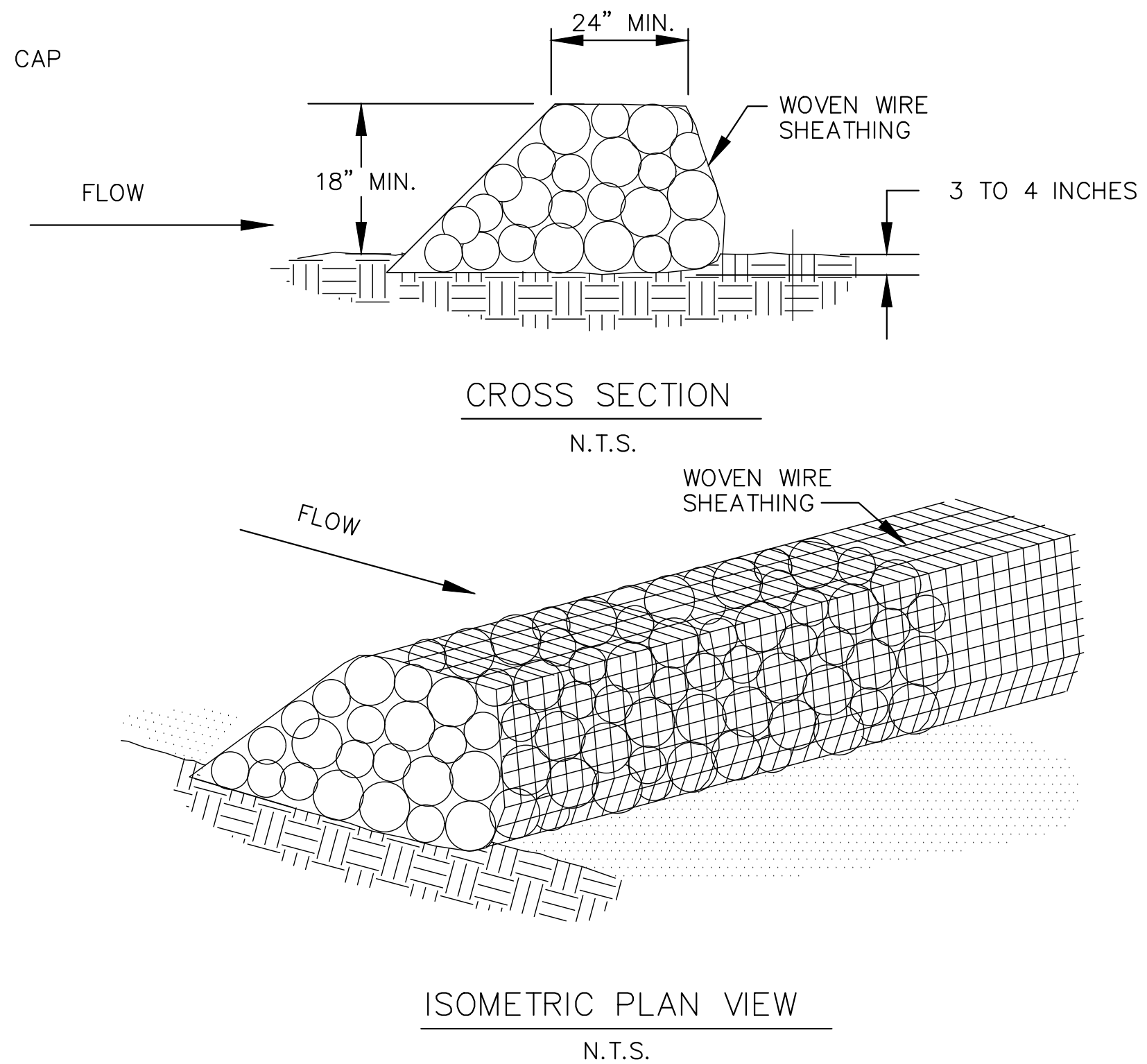
SILT FENCE



SILT FENCE GENERAL NOTES:

1. STEEL POSTS WHICH SUPPORT THE SILT FENCE SHALL BE INSTALLED ON A SLIGHT ANGLE TOWARD THE ANTICIPATED RUNOFF SOURCE. POST MUST BE EMBEDDED A MINIMUM OF ONE FOOT. ALL POST SHALL HAVE AN ORANGE PROTECTIVE CAP TAPED (OR FASTENED ONTO) THE TOP.
2. THE TOE OF THE SILT FENCE SHALL BE TRENCHED IN WITH A SPADE OR MECHANICAL TRENCHER, SO THAT THE DOWNSLOPE FACE OF THE TRENCH IS FLAT AND PERPENDICULAR TO THE LINE OF FLOW. WHERE FENCE CANNOT BE TRENCHED IN (E.G. PAVEMENT), WEIGHT FABRIC FLAP WITH ROCK ON UPHILL SIDE TO PREVENT FLOW FROM SEEPING UNDER FENCE.
3. THE TRENCH MUST BE A MINIMUM OF 6 INCHES DEEP AND 6 INCHES WIDE TO ALLOW FOR THE SILT FENCE FABRIC TO BE LAID IN THE GROUND AND BACKFILLED WITH COMPACTED MATERIAL.
4. SILT FENCE SHOULD BE SECURELY FASTENED TO EACH STEEL SUPPORT POST OR TO WOVEN WIRE, WHICH IN TURN IS ATTACHED TO THE STEEL FENCE POST. THERE SHALL BE A 3 FOOT OVERLAP, SECURELY FASTENED WHERE ENDS OF FABRIC MEET.
5. INSPECTION SHALL BE MADE EVERY TWO WEEKS AND AFTER EACH" RAINFALL. REPAIR OR REPLACEMENT SHALL BE MADE PROMPTLY AS NEEDED.
6. SILT FENCE SHALL BE REMOVED WHEN THE SITE IS COMPLETELY STABILIZED SO AS NOT TO BLOCK OR IMPEDE STORM FLOW OR DRAINAGE.
7. ACCUMULATED SILT SHALL BE REMOVED WHEN IT REACHES A DEPTH OF HALF THE HEIGHT OF THE FENCE. THE SILT SHALL BE DISPOSED OF AT AN APPROVED SITE AND IN SUCH A MANNER AS TO NOT CONTRIBUTE TO ADDITIONAL SILTATION.

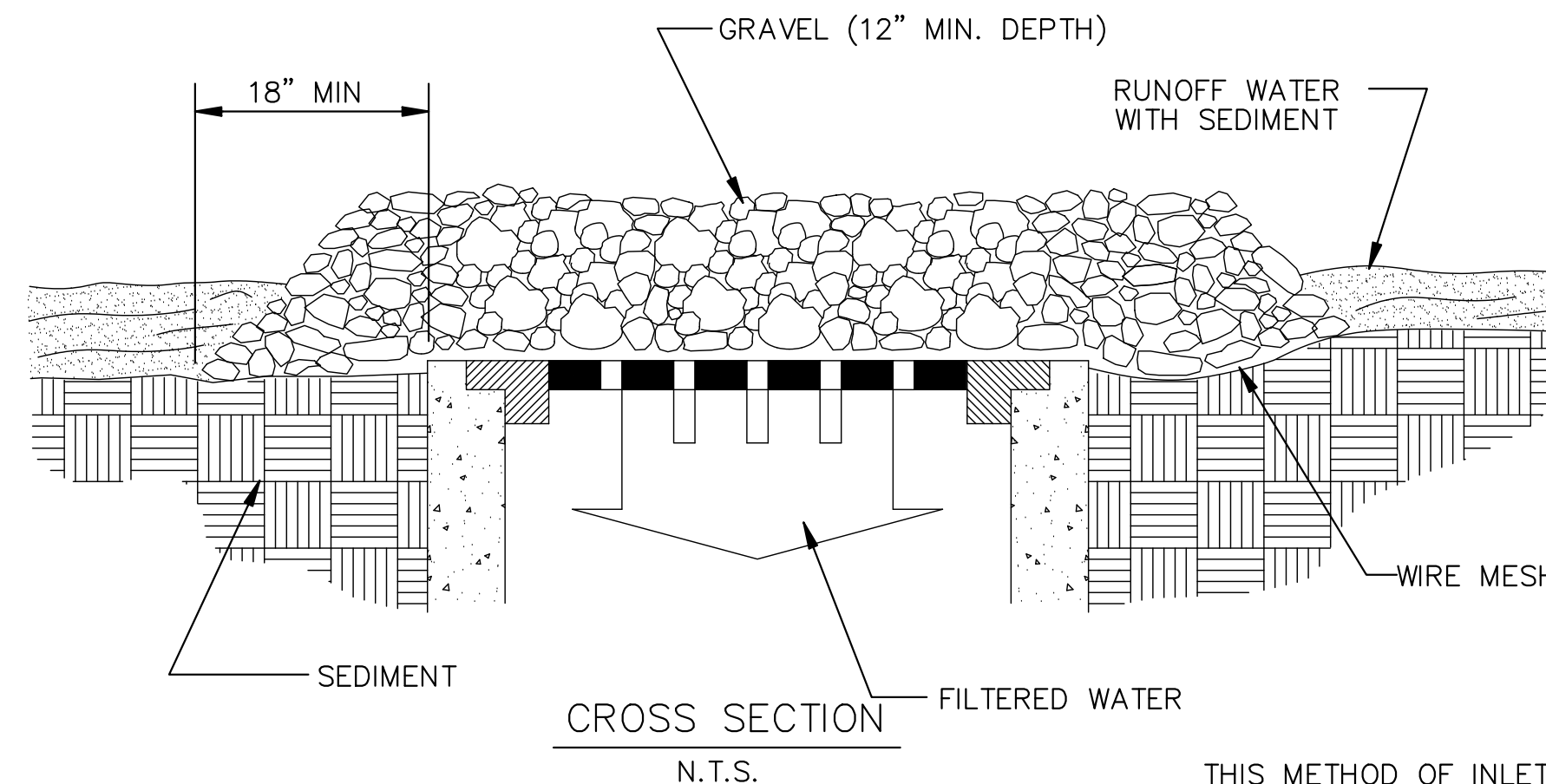
ROCK BERM



ROCK BERM GENERAL NOTES:

1. USE ONLY OPEN GRADED ROCK 4-8 INCHES IN DIAMETER FOR STREAM FLOW CONDITION. USE OPEN GRADED ROCK 3-5 INCHES IN DIAMETER FOR OTHER CONDITIONS.
2. THE ROCK BERM SHALL BE SECURED WITH A WOVEN WIRE SHEATHING HAVING A MAXIMUM OPENING OF 1 INCH AND A MINIMUM WIRE SIZE OF 20 GAUGE AND SHALL BE BURIED IN A TRENCH APPROXIMATELY 3 TO 4 INCHES DEEP.
3. THE ROCK BERM SHALL BE INSPECTED EVERY TWO WEEKS OR AFTER EACH" RAIN EVENT AND SHALL BE REPLACED WHEN THE STRUCTURE CEASES TO FUNCTION AS INTENDED DUE TO SILT ACCUMULATION AMONG THE ROCKS, WASHOUT, CONSTRUCTION TRAFFIC DAMAGE, ETC.
4. WHEN SILT REACHES A DEPTH EQUAL TO ONE-THIRD OF THE HEIGHT OF THE BERM OR ONE FOOT, WHICHEVER IS LESS, THE SILT SHALL BE REMOVED AND DISPOSED OF PROPERLY.
5. WHEN THE SITE IS COMPLETELY STABILIZED, THE BERM AND ACCUMULATED SILT SHALL BE REMOVED AND DISPOSED OF IN AN APPROVED MANNER.
6. ROCK BERM SHOULD BE USED AS CHECK DAMS FOR CONCENTRATED FLOW AND ARE NOT INTENDED FOR USE IN PERIMETER PROTECTION.

INLET PROTECTION WIRE MESH AND GRAVEL



SPECIFIC APPLICATION

THIS METHOD OF INLET PROTECTION IS APPLICABLE WHERE HEAVY CONCENTRATION FLOWS ARE EXPECTED, BUT NOT WHERE PONDING AROUND THE STRUCTURE MIGHT CAUSE EXCESSIVE AND UNPROTECTED AREAS.

FILE NAME: A:\57000\57185\01\PM\CADD\Sheets\C-PLAN-EROCN-DTL-S-57185.dwg DATE: January 23, 2025, TIME: 11:27 AM, USER: ah9803

NO.	DATE	DESCRIPTION

SRL
DESIGNED BY:
SRL
DRAWN BY:
JTH
CHECKED BY:



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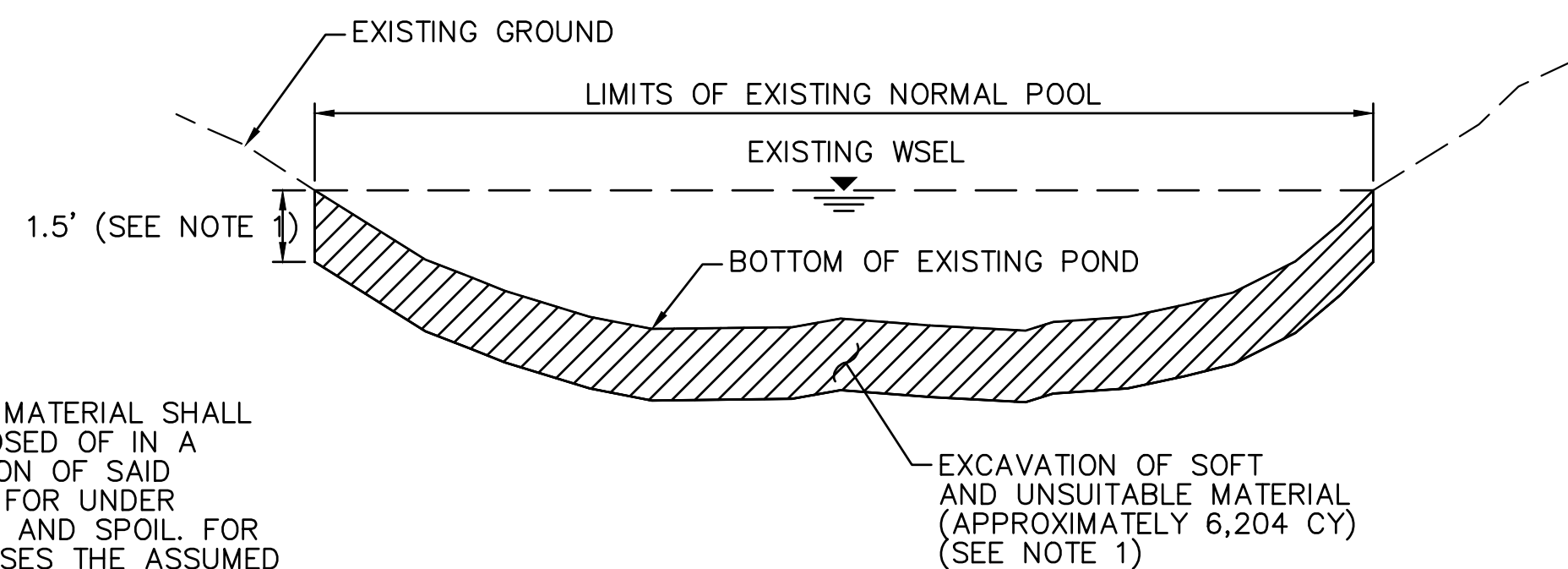


PORTER PARK POND REHABILITATION

EROSION CONTROL DETAILS 2
SHEET 2 OF 2

PROJECT NO.: 57185.001
ISSUED: 01/23/2025
SCALE: N/A

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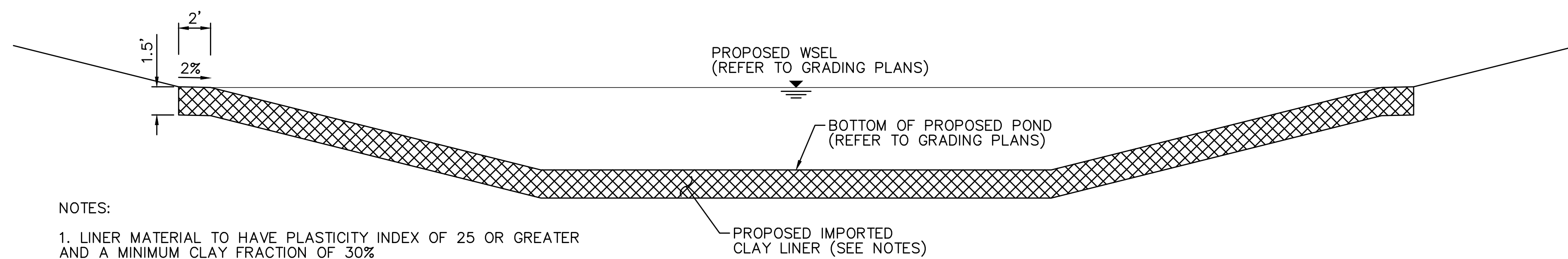


NOTES:

1. SOFT AND UNSUITABLE MATERIAL SHALL BE EXCAVATED AND DISPOSED OF IN A LEGAL MANNER. EXCAVATION OF SAID MATERIAL SHALL BE PAID FOR UNDER UNCLASSIFIED EXCAVATION AND SPOIL. FOR QUANTITY AND BID PURPOSES THE ASSUMED DEPTH IS 1.5- FEET, HOWEVER THIS MAY VARY BASED UPON CONDITIONS IN THE FIELD. IF UNSUITABLE MATERIAL IS PRESENT BELOW THE PROPOSED GRADE LINES SHOWN IN THE PLANS THEN THE CONTRACTOR SHALL EXCAVATE AND DIPOSED OF THE MATERIAL IN A LEGAL MANNER. NO EXTRA PAY WILL BE MADE FOR MATERIAL IN EXCESS OF 3- FEET AND THE MATERIAL SHALL NOT BE USED FOR GENERAL SITE EMBANKMENT.

POND EXCAVATION

SCALE: N.T.S.



NOTES:

1. LINER MATERIAL TO HAVE PLASTICITY INDEX OF 25 OR GREATER AND A MINIMUM CLAY FRACTION OF 30%
2. LINER CONSTRUCTED IN 6" LIFTS, MOISTENED TO THEIR OPTIMUM MOISTURE CONTENT OR ABOVE AND COMPACTED TO AT LEAST 95% OF THE STANDARD PROCTOR COMPACTION (ASTM D698).
3. CONTRACTOR SHALL ENSURE THAT NO DESICCATION IS PERMITTED DURING THE CONSTRUCTION OF THE LINER AND THAT THE COMPLETED LINER IS NOT ALLOWED TO DRY PRIOR TO RE-FILLING THE POND.
4. PREVIOUS LIFT SHOULD BE LIGHTLY SCARIFIED PRIOR TO THE PLACEMENT OF THE NEXT LIFT.
5. LINER MATERIAL SHALL BE IMPORTED.

POND LINER

SCALE: N.T.S.

FILE NAME: A:\57000us7185\001\PM\CADD\Sheets\C-PLAN\MISC-DTL-S-57185.dwg DATE: January 23, 2025, TIME: 11:27 AM, USER: an3803

REVISION		
NO.	DATE	DESCRIPTION

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DESIGNED BY:
SRL
DRAWN BY:
JTH
CHECKED BY:



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PORTER PARK POND REHABILITATION

MISCELLANEOUS DETAILS
SHEET 1 OF 1

PROJECT NO.: 57185.001
ISSUED: 01/23/2025
SCALE: N/A

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PAGE NUMBER 19 OF 187

HALFF ASSOCIATES, Inc.
2601 Meacham Boulevard, Suite 600
Fort Worth, Texas 76137
(817) 847-1422

CLIENT: City of Sanger
PROJECT: Porter Park Pond Rehabilitation

1/23/2025
57185.001

BUDGET OPINION OF PROBABLE CONSTRUCTION COST

Item No.	Description	Unit	Total Quantity	Unit Cost	Total Amount
Section I - Site Preparation, Grading, Paving, and General					
1	Site Preparation	Ac	3.00	\$5,000.00	\$15,000.00
2	Aquatic Resources Relocation Plan (ARRP)	LS	1.00	\$55,000.00	\$55,000.00
3	Care of Water	LS	1	\$20,000.00	\$20,000.00
4	Construction Staking	LS	1	\$5,000.00	\$5,000.00
5	Removing Rock Rip Rap (Grouted and Ungouted)	SY	19	\$15.00	\$285.00
6	Removing Headwall (Variable Size)	EA	1	\$500.00	\$500.00
7	Removing Storm Drain Pipe (Variable Size)	LF	77	\$30.00	\$2,310.00
8	Remove, Salvage and Reinstall Pond Fountain, Controller, and Pump	EA	1	\$2,000.00	\$2,000.00
9	Remove, Salvage, Reinstall Existing Dock	LS	1	\$10,000.00	\$10,000.00
10	Unclassified Excavation	CY	6,204	\$20.00	\$124,080.00
11	Spoil	CY	6,204	\$20.00	\$124,080.00
12	Borrow (Pond Liner)	CY	4,029	\$40.00	\$161,160.00
13	4 Inch Riprap (Conc) (RR8&RR9) (TxDOT Standard)	SY	153	\$165.00	\$25,245.00
14	18 Inch HDPE Pipe	LF	29	\$120.00	\$3,480.00
15	24 Inch HDPE Pipe	LF	39	\$135.00	\$5,265.00
16	Sloped End Treatment Headwall	EA	2	\$3,000.00	\$6,000.00
Subtotal - Section I - Site Preparation, Grading, Paving, and General					\$559,405.00
Section II - Erosion Control					
1	SWPPP	LS	1	\$5,000.00	\$5,000.00
2	Hydromulch Seeding with Retention Blanket	SY	7,473	\$6.00	\$44,838.00
Subtotal - Section II - Erosion Control					\$49,838.00
Section III - Landscape and Irrigation					
1	Irrigation Repairs and Modifications	LS	1	\$5,000.00	\$5,000.00
2	Tree Protection	EA	3	\$350.00	\$1,050.00
Subtotal - Section III - Landscape and Irrigation					\$6,050.00
Subtotal Construction Cost					\$615,293.00
Mobilization (10%)					\$61,529.30
Subtotal Construction Cost + Mobilization					\$676,822.30
10% Contingency					\$67,682.23
4% Inflation					\$29,780.18
Total Construction Cost					\$774,284.71
Rounded Total					\$775,000.00

This statement was prepared utilizing standard cost estimate practices. It is understood and agreed that this is an estimate only, and that Engineer shall not be liable to Owner or to a third party for any failure to accurately estimate the cost of the project, or any part thereof.



CITY COUNCIL COMMUNICATION

DATE: March 3, 2024

FROM: Clayton Gray, Chief Financial Officer

AGENDA ITEM: Consideration and possible action to enter into an agreement with Vertosoft for the OpenGov comprehensive procurement management system utilizing Texas Department of Information Resources contract pricing and authorizing the City Manager to execute the agreements and all necessary documents.

SUMMARY:

- The City's existing manual process for preparing, receiving, and evaluating Requests for Proposals (RFP) and Requests for Qualifications (RFQ) is time-consuming and inefficient.
- Over the past year, the Finance Department has explored various options to streamline and simplify this process.
- OpenGov reports that agencies using their procurement system have reduced the time needed to draft and issue RFPs by 75%, increased supplier responses by 3 to 4 times, and transitioned to a fully paperless procurement process.
- OpenGov is a cloud-based solution designed to automate and streamline RFP and RFQ processes by offering:
 - Unlimited access for users
 - Guided templates for RFP/RFQ creation
 - An electronic review and approval workflow
 - A digital evaluation process
 - An intuitive and user-friendly vendor experience
- The cost for the first year is included in the current budget, while the expenses for the following years will be covered by the cancellation of another annual software agreement worth \$10,505. The annual pricing is as follows
 - Year one - \$50,928 (Custom development of the system and annual subscription)
 - Year Two - \$12,306 (Annual subscription)
 - Year Three - \$12,921 (Annual subscription)

FISCAL INFORMATION:

Budgeted: YES

Amount: \$50,928

GL Account: 180-19-5213

RECOMMENDED MOTION OR ACTION:

- Staff recommends approval.

ATTACHMENTS:

- OpenGov End User License Agreement
- Vertosoft Quote (DIR Contract DIR-CPO-5327)

OpenGov End User License Agreement

Texas DIR Contract DIR-CPO-5327

This End User License Agreement (this “Agreement”) is made between OpenGov, Inc., a Delaware corporation (“OpenGov”), and a party procuring OpenGov’s services (“Customer”) through Vertosoft, LLC, an authorized reseller (“Reseller”). This Agreement sets forth the terms under which Customer may use OpenGov’s hosted software services and receive professional services, subject to DIR Contract DIR-CPO-5327 (“DIR-CPO-5327”).

1. Definitions

- 1.1. “Customer Data” means data that is provided by Customer to OpenGov pursuant to this Agreement (for example, by email or through Customer’s software systems of record). Customer Data does not include any confidential personally identifiable information.
- 1.2. “Documentation” means materials produced by OpenGov that provide information about OpenGov’s software products and systems.
- 1.3. “Intellectual Property Rights” means all intellectual property rights including all past, present, and future rights associated with works of authorship, including exclusive exploitation rights, copyrights, and moral rights, trademark and trade name rights and similar rights, trade secret rights, patent rights, and any other proprietary rights in intellectual property of every kind and nature.
- 1.4. “Purchase Order” means the document used between the Reseller and Customer to purchase specified OpenGov services.
- 1.5. “Party” (or “Parties”) refers to OpenGov and/or Customer. For the avoidance of doubt, Reseller is not a Party to this Agreement.
- 1.6. “Subscription Term” means the period from the start date of the Software Services specified on the first Purchase Order to the last end date of the Software Services specified on any Purchase Order.

2. Software Services, Support, and Professional Services

- 2.1. Software Services. Subject to the terms and conditions of this Agreement, OpenGov will use commercially reasonable efforts to provide the commercial-off-the-shelf software solutions identified in the applicable Purchase Order (“Software Services”). Software Services do not include any pre-release features, functionality, and/or software that Customer elects to use while they are in beta, or Work Product as defined DIR-CPO-5327, Appendix A, Section 5.1.1.
- 2.2. Support and Service Levels. Customer support is available by email to support@opengov.com or by using the chat messaging functionality of the Software Services, both of which are available during OpenGov’s standard

business hours. Customer may report issues any time; however, OpenGov will address issues during business hours. OpenGov will provide support for the Software Services in accordance with the Support and Software Service Levels found at opengov.com/service-sla, as long as Customer is entitled to receive support under the applicable Purchase Order and this Agreement.

- 2.3. Professional Services. If OpenGov or its authorized independent contractors provides professional services to Customer through Reseller, such as implementation services, then OpenGov will specify the professional services (“Professional Services”) in an applicable statement of work (“SOW”) which is incorporated herein by reference. Unless otherwise specified in a SOW, any pre-paid professional services must be utilized within one year from the start of the Subscription Term.

3. Restrictions and Responsibilities

- 3.1. Restrictions. Customer may not use the Software Services in any manner or for any purpose other than as expressly permitted by the Agreement. In addition, Customer shall not, and shall not permit or enable any third party to: (a) use or access any of the Software Services to build a competitive product or service; (b) modify, disassemble, decompile, reverse engineer or otherwise make any derivative use of the Software Services (except to the extent applicable laws specifically prohibit such restriction); (c) sell, license, rent, lease, assign, distribute, display, host, disclose, outsource, copy or otherwise commercially exploit the Software Services; (d) perform or disclose any benchmarking or performance testing of the Software Services, including but not limited to load testing, or stress testing; (e) remove any proprietary notices included with the Software Services; (f) use the Software Services in violation of applicable law; or (g) transfer any confidential personally identifiable information to OpenGov or the Software Services platform.
- 3.2. Responsibilities. Customer shall be responsible for obtaining and maintaining computers and third-party software systems of record (such as Customer’s ERP systems) needed to connect to, access or otherwise use the Software Services. Customer also shall be responsible for: (a) ensuring that such equipment is compatible with the Software Services, (b) maintaining the security of such equipment, user accounts, passwords and files, and (c) all uses of Customer user accounts by any party other than OpenGov.

4. Intellectual Property Rights; License Grants; Access to Customer Data

- 4.1. Software Services. OpenGov owns all interests and Intellectual Property Rights in the Software Services. The look and feel of the Software Services, including any custom fonts, graphics and button icons, are the property of OpenGov. Customer may not copy, imitate, or use them, in whole or in part, without OpenGov’s prior written consent. Subject to Customer’s obligations

- under this Agreement, OpenGov grants Customer a non-exclusive, royalty-free license during the Subscription Term to use the Software Services.
- 4.2. Customer Data. Customer Data and the Intellectual Property Rights therein belong to Customer. Customer grants OpenGov and its partners (such as hosting providers) a non-exclusive, royalty-free license to use, store, edit, and reformat Customer Data for the purpose of providing the Software Services. Customer further agrees that OpenGov and its partners may use aggregated, anonymized Customer Data for purposes of product enhancement, customer service, and data analysis. Insights gleaned from aggregated, anonymized Customer Data will belong to OpenGov.
- 4.3. Access to Customer Data. Customer may download Customer Data from the Software Services at any time during the Subscription Term, excluding during routine software maintenance periods.
- 4.4. Deletion of Customer Data. Unless otherwise requested pursuant to this Section 4.4, upon the termination of this Agreement, Customer Data shall be deleted pursuant to OpenGov's standard data deletion and retention practices, which is to delete Customer Data 45 days after termination or expiration of the Agreement. Upon written request, Customer may request deletion of Customer Data prior to the date of termination of this Agreement. Such a request must be addressed to "OpenGov Vice President, Customer Success" at OpenGov's address for notice in Section 10.2.
- 4.5. Feedback. "Feedback" means suggestions, comments, improvements, ideas, or other feedback or materials regarding the Software Services provided by Customer to OpenGov, including feedback provided through online developer community forums. Customer grants OpenGov a non-exclusive, royalty-free, irrevocable, perpetual, worldwide license to use and incorporate Feedback into the Software Services and Documentation. OpenGov will exclusively own any improvements or modifications to the Software Services and Documentation based on or derived from any of Customer's Feedback including all Intellectual Property Rights in and to the improvements and modifications.

5. Confidentiality

- 5.1. "Confidential Information" means all confidential business, technical, and financial information of the disclosing Party that is marked as "Confidential" or an equivalent designation or that should reasonably be understood to be confidential given the nature of the information and/or the circumstances surrounding the disclosure. OpenGov's Confidential Information includes, without limitation, the software underlying the Software Services, and all Documentation.
- 5.2. Confidential Information does not include: (a) data that Customer has previously released to the public; (b) data that Customer would be required to release to the public upon request under applicable federal, state, or

local public records laws; (c) Customer Data that Customer requests OpenGov make available to the public in conjunction with the Software Services; (d) information that becomes publicly known through no breach by either Party; (e) information that was rightfully received by a Party from a third Party without restriction on use or disclosure; or (f) information independently developed by the receiving Party without access to the disclosing Party's Confidential Information.

- 5.3. Each Party agrees to obtain prior written consent before disclosing any of the other Party's Confidential Information. Each Party further agrees to use the other's Confidential Information only in connection with this Agreement. Each Party further agrees to protect the other Party's Confidential Information using the measures that it employs with respect to its own Confidential Information of a similar nature, but in no event with less than reasonable care. If a Party is required to disclose Confidential Information by law or court order, they must notify the other Party in writing before making the disclosure to give the other Party an opportunity to oppose or limit the disclosure.

6. Term and Termination

- 6.1. **Subscription Term.** This Agreement commences on the start date of the Purchase Order and continues until the last end date of the Software Services specified on the Purchase Order, unless sooner terminated pursuant to Section 6.3.
- 6.2. **Renewal.** This Agreement will renew if Customer enters another Purchase Order for the Software Services and/or additional Professional Services before the end of the Subscription Term.
- 6.3. **Termination.**
- 6.3.1. **Termination for Non-Appropriation.** Customer may terminate this Agreement for non-appropriation pursuant to DIR-CPO-5327, Appendix A, Section 11.2.1.1.
- 6.3.2. **Termination for Convenience.** Customer may terminate this Agreement for convenience pursuant to DIR-CPO-5327, Appendix A, Section 11.2.3.
- 6.3.3. **Termination for Cause.** Customer may terminate this Agreement for Cause pursuant to DIR-CPO-5327, Appendix A, Section 11.2.4.2. OpenGov may terminate this Agreement if Customer materially breaches any term of this Agreement and fails to cure such breach within 30 days after receiving written notice by OpenGov.
- 6.4. **Effect of Termination.** Upon termination of this Agreement pursuant to Section 6: (a) Customer shall pay in full for all Software Services and Professional Services in the Purchase Order. If required under Section 8.1.2 or 8.1.3 OpenGov shall make refunds to Reseller, (b) OpenGov shall stop providing Software Services and Professional Services to Customer; and (c)

each Party shall (at the other Party's option) return or delete any of the other Party's Confidential Information in its possession. See DIR Contract DIR-CPO-5327, Appendix A, Sections 11.2.6—Customer Rights Under Termination, and 11.2.7—Vendor or Order Fulfiller Rights Under Termination.

7. Payment of Fees

Fees for Software Services are due at the beginning of each year of the Subscription Term, and Customer must timely pay all applicable fees to Reseller to avoid interruption of the Software Services. Fees for Professional Services are due in advance, unless indicated otherwise in the Purchase Order.

8. Representations and Warranties; Disclaimer

8.1. By OpenGov.

- 8.1.1. **General Warranty.** OpenGov represents and warrants that it has all right and authority necessary to enter into and perform this Agreement.
- 8.1.2. **Professional Services Warranty.** OpenGov further represents and warrants that the Professional Services, if any, will be performed in a professional and workmanlike manner in accordance with the related SOW and generally prevailing industry standards. For any breach of the Professional Services warranty, OpenGov will re-perform the applicable services. If OpenGov is unable to re-perform such work as warranted, Customer will be entitled to recover all fees paid for the deficient work to Reseller. Customer must give written notice of any claim under this warranty to OpenGov within 90 days of the completion of Professional Services pursuant to the applicable SOW to receive such warranty remedies.
- 8.1.3. **Software Services Warranty.** OpenGov further represents and warrants that for the Term, the Software Services will perform in all material respects in accordance with the Documentation. The foregoing warranty does not apply to any Software Services that have been used in a manner other than as set forth in this Agreement. OpenGov does not warrant that the Software Services will be uninterrupted or error-free. Customer must give written notice of any claim under this warranty to OpenGov within 90 days of Customer discovering the defect. For any breach of the Software Services warranty, OpenGov will repair or replace any nonconforming Software Services so that the affected portion of the Software Services operates as warranted. If OpenGov is unable to do so, Customer may terminate the license for such Software Services and Reseller will be entitled to recover all fees paid to OpenGov for the deficient Software Services.

- 8.2. **By Customer.** Customer represents and warrants that (a) it has all right and authority necessary to enter into and perform this Agreement; and (b)

OpenGov's use of Customer Data pursuant to this Agreement will not infringe, violate or misappropriate the Intellectual Property Rights of any third party.

- 8.3. Disclaimer. OPENGOV DOES NOT WARRANT THAT THE SOFTWARE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SOFTWARE SERVICES. EXCEPT AS SET FORTH IN THIS SECTION 8, THE SOFTWARE SERVICES ARE PROVIDED "AS IS" AND OPENGOV DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

9. Limitation of Liability

- 9.1. By Type. NEITHER PARTY, NOR ITS SUPPLIERS, OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS OR EMPLOYEES, SHALL BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES; OR (C) FOR ANY MATTER BEYOND A PARTY'S REASONABLE CONTROL, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE.
- 9.2. By Amount. IN NO EVENT SHALL EITHER PARTY'S AGGREGATE, CUMULATIVE LIABILITY FOR ANY CLAIMS ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT EXCEED THE FEES PAID FOR THE SOFTWARE SERVICES UNDER THE APPLICABLE PURCHASE ORDER IN THE 12 MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY.
- 9.3. Limitation of Liability Exclusions. The limitations of liability set forth in Sections 9.1 and 9.2 above do not apply to, and each Party accepts liability to the other for: (a) claims based on either Party's intentional breach of its obligations set forth in Section 5 (Confidentiality), (b) claims arising out of fraud or willful misconduct by either Party and (c) either Party's infringement of the other Party's Intellectual Property Rights.
- 9.4. No Limitation of Liability by Law. Because some jurisdictions do not allow liability or damages to be limited to the extent set forth above, some of the above limitations may not apply to Customer.

10. Miscellaneous

- 10.1. Logo Use. Upon Customer's prior written consent, OpenGov shall have the right to use and display Customer's logos and trade names for marketing and promotional purposes in OpenGov's website and marketing materials, subject to Customer's trademark usage guidelines provided to OpenGov.

- 10.2. Notice. Ordinary day-to-day operational communications may be conducted by email, live chat or telephone. For notices required by the Agreement the parties must communicate more formally in a writing sent via USPS certified mail and via email. OpenGov's addresses for notice are: OpenGov, Inc., 660 3rd Street, Suite 100, San Francisco, CA 94107 and legal@opengov.com.
- 10.3. Anti-corruption. Neither OpenGov nor any of its employees or agents has offered or provided any illegal or improper payment, gift, or transfer of value in connection with this Agreement. The Parties will promptly notify each other if they become aware of any violation of any applicable anti-corruption laws in connection with this Agreement.
- 10.4. Injunctive Relief. The Parties acknowledge that any breach of the confidentiality provisions or the unauthorized use of a Party's intellectual property may result in serious and irreparable injury to the aggrieved Party for which damages may not adequately compensate the aggrieved Party. The Parties agree, therefore, that, in addition to any other remedy that the aggrieved Party may have, it shall be entitled to seek equitable injunctive relief without being required to post a bond or other surety or to prove either actual damages or that damages would be an inadequate remedy.
- 10.5. Force Majeure. Neither Party shall be held responsible or liable for any losses arising out of any delay or failure in performance of any part of this Agreement due to any act of god, act of governmental authority, or due to war, riot, labor difficulty, failure of performance by any third-party service, utilities, or equipment provider, or any other cause beyond the reasonable control of the Party delayed or prevented from performing.
- 10.6. Severability; Waiver. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. Any express waiver or failure to exercise promptly any right under this Agreement will not create a continuing waiver or any expectation of non-enforcement.
- 10.7. Survival. The following sections of this Agreement shall survive termination: Section 5. (Confidentiality), Section 7 (Payment of Fees), Section 4.4 (Deletion of Customer Data), Section 8.3 (Warranty Disclaimer), Section 9 (Limitation of Liability) and Section 10 (Miscellaneous).
- 10.8. Assignment. There are no third-party beneficiaries to this Agreement. Except as set forth in this Section 10.8, neither party may assign, delegate, or otherwise transfer this Agreement or any of its rights or obligations to a third party without the other party's written consent, which consent may not be unreasonably withheld, conditioned, or delayed. Either party may assign, without such consent but upon written notice, its rights and obligations under this Agreement to its corporate affiliate or to any entity

that acquires all or substantially all of its capital stock or its assets related to this Agreement, through purchase, merger, consolidation, or otherwise or as allowed by DIR-CPO-5327, Appendix A, Section 4.4(B). Any other attempted assignment shall be void. This Agreement will benefit and bind permitted assigns and successors.

- 10.9. Independent Contractors. This Agreement does not create an agency, partnership, joint venture, or employment relationship, and neither party has any authority to bind the other.
- 10.10. Governing Law and Jurisdiction. This Agreement will be governed by the laws of Customer's jurisdiction, without regard to conflict of laws principles. The parties submit to personal jurisdiction and venue in the courts of Customer's jurisdiction.
- 10.11. Complete Agreement. OpenGov has made no other promises or representations to Customer other than those contained in this Agreement and those required by DIR-CPO-5327. In the event of a conflict, the terms of DIR-CPO-5327 shall prevail. Any additional or different terms in a purchase order or click-through agreement are expressly rejected by the Parties and are void. Any modification to this Agreement must be in writing and signed by an authorized representative of each Party.

The City of Sanger

OpenGov, Inc.

Signature	_____	Signature	_____
Name	_____	Name	_____
Title	_____	Title	_____
Date	_____	Date	_____

Approved as to Form

Hugh Coleman
City Attorney
City of Sanger



1602 Village Market Blvd SE, Suite 320
Leesburg, VA20175 USA

Cage Code: 7QV38
UEI Number Y7D5MXRU2839
DUNS# 080431574
Federal Tax ID: 81-3911287
Business Size: Small Business

Date: 2/18/2025, 12:46 PM

Phone: 571 707-4130
Fax: 571-291-4119
Email: sales@vertosoft.com

Vertosoft Contact: Carly Moore
Phone: (540) 998-8361
Email: carly.moore@vertosoft.com

OpenGov Quote for City of Sanger, TX

Contract: TX-DIR: DIR-CPO-5327

Quote #: Q-10248
Expires On: 3/16/2025

Ship To
City of Sanger, TX
Danielle Stanford
dstanford@sangertexas.org

Quote For:
Name:
Company: City of Sanger, TX
Email:
Phone:

PAYMENT TERMS	DELIVERY METHOD	PAYMENT METHOD	VERTOSOFT CUST ID	SUPPLIER REF #
Net 30	Electronic	Check/ACH/Credit Card		

Group1

PART #	DESCRIPTION	START DATE	END DATE	QTY	UNIT PRICE	EXTENDED
OPGV-HAKO-U20-RR-3Y	OpenGov Enterprise Procurement and Contracts - Under \$20 Million - 3Y	3/1/2025	2/28/2026	1.00	\$11,719.88	\$11,719.88
OPGV-GHBP-U20-NR-0Y	Custom Professional Services Deployment - Fixed Fee - Under \$20 Million - 0Y			169.00	\$232.00	\$39,208.00
Group1 TOTAL:						\$50,927.88

Group2

PART #	DESCRIPTION	START DATE	END DATE	QTY	UNIT PRICE	EXTENDED
OPGV-HAKO-U20-RR-3Y	OpenGov Enterprise Procurement and Contracts - Under \$20 Million - 3Y	3/1/2026	2/28/2027	1.00	\$12,305.88	\$12,305.88
Group2 TOTAL:						\$12,305.88

Group3

PART #	DESCRIPTION	START DATE	END DATE	QTY	UNIT PRICE	EXTENDED
OPGV-HAKO-U20-RR-3Y	OpenGov Enterprise Procurement and Contracts - Under \$20 Million - 3Y	3/1/2027	2/28/2028	1.00	\$12,921.16	\$12,921.16
Group3 TOTAL:						\$12,921.16

TOTAL: \$50,927.88

Quote Terms

By purchasing the products and services described in this order form, the Customer is expressly agreeing to the End User Agreement published at <https://www.vertosoft.com/terms-and-conditions-opengov>

Taxes: Sales tax shall be added at the time of an invoice, unless a copy of a valid tax exemption or resale certificate is provided.

Credit Card Orders: Additional fees may apply if paying by credit card.

All Purchase Orders must include: End User Name, Phone Number, Email Address, Purchase Order Number, Government Contract Number or Our Quote Number, Bill-To and Ship-To Address (Cannot ship to a PO Box), Period of Performance (if applicable), and a Signature of a duly Authorized Representative.



CITY COUNCIL COMMUNICATION

DATE: March 3, 2025

FROM: Ryan Nolting, Director of Parks & Recreation

AGENDA ITEM: Consideration and possible action to approve the City of Sanger Surplus Item list for public auction.

SUMMARY:

- City staff routinely recommends disposing of surplus vehicles and equipment. The attached surplus auction list outlines items identified as surplus by various departments. Pending Council approval, these items will be listed for public auction. This proactive approach ensures the efficient management of City assets and generates revenue by responsibly disposing of unneeded property.

FISCAL INFORMATION:

Budgeted: NO

Amount: \$0.00

GL Account:

- Public Auction

RECOMMENDED MOTION OR ACTION:

- Staff recommends approval

ATTACHMENTS:

- City Council Communication
- Surplus Auction Item List

Lot #	Description	Department	Last Utilized
1	(2016) Chevy Caprice, VIN# 6G3NS5U21GL219814, Mileage: 98,509, Decals Removed (Working when taken out of commission)	PD	1/23/2025
2	(2015) Chevy Tahoe, VIN# 1GNLC2EC0FR589680, Mileage: 97,851, Decals Removed (Working when taken out of commission)	PD	1/23/2025
3	(2009) Ford F-250 Super Duty XL Truck VIN# 1FTSW21569EA01165, Mileage: 71,054 [Engine work needed, Does not run]	Fire	2023
4	(1999) Ford F-550 Super Duty Regular Cab, VIN# 1FDAF56F7XED05872, Mileage: 94,298 [Engine work needed, Does not run]	Streets	2023
5	(2009) Ford F-150, VIN# 1FTRF12W59KB89694, Milage:68,587, Decals Removed (Working when taken out of commission)	Parks	2025
6	(2011) Kia Soul, VIN# KNDJT2A28B7327800, Mileage: 206,370, Seized Vehicle (No title, Working when taken out of commission)	PD	1/5/2025
7	(2009) Dodge Ram Fire Truck 1 Ton, VIN# 3D6WG46L69C530636, Mileage: 94,442 [Engine work needed, Does not run]	Fire	2018
8	(2001) 24 Ft. Econoline Yellow Tilt Trailer Serial# 42ETGJE4911001614, 12,000 Pound limit	Streets	
9	(40) Black/Leather Chairs	Parks	



CITY COUNCIL COMMUNICATION

DATE: March 3, 2025

FROM: Ryan Nolting, Parks & Recreation Director

AGENDA ITEM: Consideration and possible action on the issuance of a Request For Qualifications (RFQ) for design and other related services for the renovations at the Sanger Community Center.

SUMMARY:

- The Sanger Community Center is one of the most rented indoor facilities offered by the City. Additionally, the Community Center serves as the Sanger polling station, making voting for our residents convenient. With all these events, the facility has more than 5,000 visitors annually. This high demand for the facility's use has led to old and outdated equipment that requires constant expenses. This remodel includes ADA upgrades throughout the building, new restrooms, kitchen, storage areas, paint, flooring, plumbing, and electrical upgrades.
- Approved project for the FY 2024-25 fiscal year.

FISCAL INFORMATION:

Budgeted: YES Amount: \$100,000.00 GL Account: 004-32-6520

- 2024-25 approved project for the Community Center Renovations

RECOMMENDED MOTION OR ACTION:

- Staff recommends approval

ATTACHMENTS:

- City Council Communication
- Sanger Community Center RFQ
- Standard Professional Services Agreement



**CITY OF SANGER, TEXAS
REQUEST FOR QUALIFICATIONS (RFQ)**

RFQ-2025-01

**SANGER COMMUNITY CENTER
RENOVATION**

PROPOSAL DUE DATE:

12:00 Noon Central Time

Tuesday, April 15th, 2025

ISSUED BY:

CITY OF SANGER

PARKS & RECREATION DEPARTMENT

SECTION 1. INTRODUCTION:

The City of Sanger is accepting proposals to provide all related services for the design, construction plans, and bid documents required to do the renovations to the Sanger Community Center.

SECTION 2. COMMUNITY PROFILE:

The City of Sanger, Texas, with a population of approximately 9,000 is located in North Texas within Denton County and located along both sides of I-35 and north and south of FM 455. Sanger is comprised of nearly twelve (12) square miles and is neighbored by Denton to the south, Valley View to the north, Lake Ray Roberts and Pilot Point to the east, and an unincorporated area to the west. Major transportation corridors include I-35 and FM 455.

The city is comprised of a mix of residential, commercial, and industrial land uses as well as a vibrant downtown area.

SECTION 3. PROJECT BACKGROUND:

The Sanger Community Center is one of the most rented indoor facilities offered by the City. Additionally, the Community Center serves as the Sanger polling station making voting for our residents convenient. With all these events, the facility has more than 5000 visitors annually. This high demand for the use of the facility has led to old and outdated equipment that requires constant expenses.

SECTION 4. SCOPE OF SERVICES AND DELIVERABLES:

The city invites qualified firms to submit a proposal for providing the City of Sanger with all related services for the design, construction plans, and bid documents required to do the renovations to the Sanger Community Center. This renovation includes ADA upgrades, new restrooms, kitchen, storage areas, flooring, doors, paint, plumbing, and electrical upgrades.

SECTION 5. INFORMATION PROVIDED BY THE CITY:

Maps and the Sanger 2040 Comprehensive Plan can be found on the City's website.

SECTION 6. TIMELINE:

It is expected that a contract will be executed between the City and the selected consulting firm within forty-five (45) days of the due date for proposals. It is anticipated that the project will be completed within (4) months from the signing of the contract.

SECTION 7. SUBMISSION DETAILS:

Statement of Qualifications

The consultant shall submit a Statement of Qualifications. The statement, at minimum, should address each of the specific topics listed below (additional information may be included). Failure to include any of the following requested information may be cause

for the proposal to be considered incomplete and thus rejected.

1. Provide a cover letter on firm letterhead and identify the project manager and key staff involved along with contact information for the project manager.
2. Written presentation of the qualifications of the firm and their understanding of the work to be performed.
3. List of services that will be provided.
4. Availability, credentials, and related experience of the firm and key staff with similar studies, preferably with municipal governments.
5. Provide copies of the resumes of the proposed project manager and key staff. Provide information on specific experiences with successful outcomes in conducting the process and making presentations to public bodies.
6. Include with their proposals a list of at least three (3) current references for whom comparable work has been performed in the past three (3) years, specifically citing work in communities similar to Sanger. This list shall include the municipality's name, person to contact, address, telephone number, email address, and a brief, but adequately detailed description of the work performed.
7. Provide complete or partial examples of work similar in nature to this project.
8. List of anticipated sub-contractors and/or partners, if any, and their availability, credentials, and related experience.
9. Explain the methodology you propose to successfully perform the services outlined in the Scope of Work.
10. Include a statement on the anticipated time frame based on the scope of work as listed in this RFQ. Report on prior experience in delivering services within the prescribed time frame.

SECTION 8.SUBMISSION INSTRUCTION

**STATEMENT OF QUALIFICATIONS MUST BE RECEIVED BY
12:00 NOON (CENTRAL TIME) April 15, 2025
SUBMISSIONS RECEIVED AFTER THE DEADLINE WILL NOT BE CONSIDERED**

Four (4) printed copies of the Statement of Qualifications in a sealed envelope should be sent to:

Ryan Nolting
Director of Parks
& Recreation
City of Sanger
502 Elm Street
Sanger, TX 76266
Phone: 940-458-2059

Email: rnolting@sangertexas.org

The proposals will be publicly recognized at the same location (City Hall, 502 Elm St, Sanger TX 76266) at **2:00 PM (Central Time) on April 15, 2025.**

One (1) electronic, PDF copy of the Statement should also be included on a USB/Flash drive.

Questions should be directed to Ryan Nolting, Director of Parks & Recreation, at the contact information listed above.

SECTION 9. SELECTION PROCESS AND CRITERIA FOR CONSIDERATION OF QUALIFICATIONS:

Statements will be reviewed and evaluated by the city staff and on a number of criteria, including, but not limited to the following:

- Overall responsiveness and quality of the proposal in clearly stating an understanding of the project.
- Experience and knowledge in developing similar plans by consultant personnel who will be directly involved with the project.
- The experience and availability of support staff for the project.
- The ability to complete the plan within the given timeframe.
- References.

After evaluating the proposals, the city may request additional information from any consultant identified as most responsive to this RFQ. At its discretion, the City may require any consultant to make a presentation to provide an opportunity to clarify the submission. The city will schedule any such presentations. The city will evaluate the written proposals and will select the consultant which meets the best interest of the city. The City shall be the sole judge of its own best interests, the proposals, and the resulting negotiated agreement. The City's decisions will be final. The City reserves the right to negotiate any and all elements of this proposal, including, but not limited to, the fee structure and terms of the contract, with the proposing firm selected.

A. DISCLAIMER

This RFQ does not commit the City to enter into a contract, nor does it obligate the City to pay for any costs incurred in the preparation and submission of Statements or anticipation of a contract. The City reserves the right at its sole discretion: to make selections, to reject any or all submissions, to issue subsequent RFQ, to remedy technical errors in the RFQ process, and to enter into a contract with one or more consultants for the provisions of any, all or some of the services described herein.

B. AGREEMENT FOR PROFESSIONAL SERVICES

Attached as Exhibit A is the City of Sanger's standard agreement for professional services. The agreement also indicates the insurance and indemnification requirements that the City will require of the selected firm.

C. ADDITIONAL INFORMATION:

1. A person or business that contracts with Sanger or who seeks to contract with the

AGREEMENT TO PROVIDE PROFESSIONAL SERVICES

“Exhibit A”

THIS AGREEMENT (“Agreement”) is entered into this ____ day of _____ 2025 by and between _____ (“PROFESSIONAL”) and the **CITY OF SANGER, TEXAS**, a municipal corporation of the State of Texas (“CITY”). For convenience, the PROFESSIONAL and the CITY may sometimes be referred to herein collectively as “parties” and individually as a “party.”

WITNESSETH

WHEREAS, CITY desires to engage PROFESSIONAL to provide professional services as more fully described on Exhibit “A” attached hereto and incorporated herein by reference; and

WHEREAS, PROFESSIONAL agrees to provide such work and services for CITY 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 PROFESSIONAL.**

(a) CITY agrees to engage PROFESSIONAL and PROFESSIONAL hereby agrees to perform the services described in Exhibit “A” attached hereto and incorporated herein by reference.

(b) Notwithstanding anything to the contrary contained in this Agreement, CITY and PROFESSIONAL agree and acknowledge that CITY is entering into this Agreement in reliance on PROFESSIONAL’s skills, knowledge, experience, and abilities. PROFESSIONAL accepts the relationship of trust and confidence established between it and CITY by this Agreement. PROFESSIONAL acknowledges that PROFESSIONAL shall be solely responsible for determining the methods for performing the services described in Exhibit “A” attached hereto. PROFESSIONAL covenants with CITY to use its best efforts, skill, judgment, and abilities to perform the work required by this Agreement and to further the interests of CITY in accordance with CITY’s requirements, in compliance with applicable national, federal, state, municipal, laws, regulations, codes, ordinances, with those of any other body having jurisdiction. PROFESSIONAL represents, and agrees that all of the work to be performed by PROFESSIONAL under or pursuant to this Agreement shall be done (i) with the professional skill and care ordinarily provided by competent engineers or architects, as the case may be, practicing under the same or similar circumstances and applicable professional license; and (ii) as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer or architect, as the case may be.

- (c) PROFESSIONAL will be responsible for supplying all tools and equipment necessary for PROFESSIONAL to provide the services set forth in Exhibit "A" attached hereto.
2. **Compensation.** CITY agrees to pay PROFESSIONAL the fees set forth in Exhibit "A" attached hereto. Within fifteen (15) days of the end of the month within which services were rendered, PROFESSIONAL shall provide the City an invoice specifying the services provided during the previous month and the total amount owed by the City. Payment will be made by CITY within thirty (30) days of receipt of an invoice from PROFESSIONAL.
 3. **Changes.** CITY may, from time to time require changes in the scope of services of PROFESSIONAL to be performed hereunder. Such changes, which are mutually agreed upon by and between CITY and PROFESSIONAL, shall be incorporated in a written amendment to this Agreement.
 4. **Services and Materials to be Furnished by CITY.** CITY shall furnish PROFESSIONAL with all available information and data PROFESSIONAL requests pertinent to the execution of this Agreement. CITY shall cooperate with PROFESSIONAL in carrying out the work herein and shall provide adequate staff for liaison with PROFESSIONAL.
 5. **Ownership of Documents.** All reports, plans, specifications, computer files, and other documents prepared by PROFESSIONAL for which PROFESSIONAL has been compensated pursuant to this Agreement shall be the property of CITY. PROFESSIONAL will deliver to CITY copies of the prepared documents and materials. PROFESSIONAL shall make all documents and related data and material utilized in developing the documents available to CITY for inspection whenever requested. PROFESSIONAL may make copies of any and all such documents and items and retain the same for its files. PROFESSIONAL shall have no liability for changes made to or use of the drawings, specifications, and other documents by anyone other than PROFESSIONAL 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.
 6. **Term and Termination of Agreement.** This agreement will be for a period of _____ beginning on _____, and expiring on _____. Either party may terminate this agreement at any time by providing thirty (30) days' written notice to the other party.
 7. **Notices.** All notices, consents, demands, requests, and other communications which may or are required to be given hereunder shall be in writing and shall be deemed duly given if personally delivered or sent by United States mail, registered or certified, return receipt requested, postage prepaid, to the addresses set forth hereunder or to such other address as the other party hereto may designate in written notice transmitted in accordance with this provision.

In the case of the City, to:

City of Sanger
Attention: John Noblitt
P.O. Box 1729
Sanger, TX 76266

And send a courtesy copy by email to:
jnoblitt@sangertexas.org

In case of Vendor, to:

And send a courtesy copy by email to:

Notwithstanding the foregoing, ordinary communications may be sent by electronic mail to the designated representatives of the City and Vendor.

- 8.
- 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, then Exhibit A CITY’S Request for Qualifications, then Exhibit B PROFESSIONAL’S Response to the Request for Qualifications. This Agreement may not be subsequently modified except by a writing signed by both parties.
- 10. **CITY Not Obligated to Third Parties.** CITY shall not be obligated or liable hereunder to any party other than PROFESSIONAL.
- 11. **Final Decisions.** Serving as a PROFESSIONAL to CITY, the PROFESSIONAL shall advise all parties that final decisions shall be made by the City Council and/or City Manager.
- 12. **Indemnification.** PROFESSIONAL DOES HEREBY COVENANT AND CONTRACT TO WAIVE ANY AND ALL CLAIMS, RELEASE, INDEMNIFY, AND HOLD HARMLESS CITY, ITS CITY 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 SUBPROFESSIONAL OR SUPPLIER COMMITTED BY PROFESSIONAL, ITS AGENTS, OR CONSULTANTS UNDER CONTRACT, OR ANY OTHER ENTITY OVER WHICH PROFESSIONAL EXERCISES CONTROL, SUBJECT TO THE LIMITATIONS IN TEXAS LOCAL GOVERNMENT CODE § 271.904 AND TEXAS CIVIL PRACTICE AND REMEDIES CODE, § 130.002 (b) AND PROFESSIONAL WILL, AT ITS OWN COST AND EXPENSE, DEFEND AND PROTECT CITY 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 PROFESSIONAL'S LIABILITY.

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

13. **Insurance.** PROFESSIONAL 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.
 - D. Professional liability insurance (Errors and Omissions) with a limit of \$1,000,000 per claim/annual aggregate.

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

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

15. **Timeliness of Performance.** PROFESSIONAL shall perform its professional services with due and reasonable diligence consistent with sound professional practices.
16. **Personnel.** All of the services required hereunder will be performed by PROFESSIONAL or under PROFESSIONAL's supervision, and all personnel engaged in the work shall be qualified to perform such services.
17. **Independent Contractor.** In performing the services under this Agreement, PROFESSIONAL is acting as an independent contractor. No term or provision hereof be construed as making PROFESSIONAL the agent, servant, or employee of CITY or as creating a partnership or joint venture relationship between PROFESSIONAL and CITY.
18. **Assignability.** The parties hereby agree that PROFESSIONAL may not assign, convey or transfer its interest, rights, and duties in this Agreement without the prior written consent of CITY.
19. **Successors and Assigns.** Subject to the provisions regarding the 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.
20. **Governing Law/Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. The venue for any action brought to interpret or enforce the terms of this Agreement shall lie in Denton County, Texas.
21. **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 CITY and PROFESSIONAL, 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 CITY or PROFESSIONAL.
22. **Exhibits.** The exhibits attached hereto are incorporated herein and made a part hereof for all purposes.
23. **Conflicts of Interest.** By signature of this Agreement, PROFESSIONAL warrants to CITY 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 CITY. PROFESSIONAL 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. PROFESSIONAL warrants that it has submitted to CITY a completed Conflicts of Interest Questionnaire as required by Chapter 176 of the Texas Local Government Code.

24. **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.
25. **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, CITY, and the PROFESSIONAL have executed this Agreement as of the date first written above.

CITY OF _____, TEXAS

By: _____
Print Name: _____
Title: _____

Approved as to Form

Hugh Coleman
City Attorney
City of Sanger

[PROFESSIONAL’S NAME]

By: _____
Print Name: _____
Title: _____