

# **CITY COUNCIL**

## **MEETING AGENDA**

**APRIL 21, 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**

#### **DISCUSSION ITEMS**

- [1.](#) Discussion of the Porter Park East.

### **OVERVIEW OF ITEMS ON THE REGULAR AGENDA**

#### **ADJOURN THE WORK SESSION**

**The Regular Meeting will begin following the Work Session  
but not earlier than 7:00 p.m.**

### **CALL THE REGULAR MEETING TO ORDER AND ESTABLISH A QUORUM**

#### **INVOCATION AND PLEDGE**

#### **CITIZENS COMMENTS**

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

#### **REPORTS**

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

2. Annual Presentation for Development Services

## 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.*

- [3.](#) Consideration and possible action on the minutes from the April 7, 2025, meeting.
- [4.](#) Consideration and possible action authorizing the Sanger Police Department to accept a donation of multiple rounds and types of ammunition from Tom Kokotan.
- [5.](#) Consideration and possible action to award contract bids to Martinez Brothers Concrete and Landscaping, LLC for providing concrete labor and materials, and to Cardwell Paving, LLC for providing asphalt labor and materials for various locations throughout the city and authorizing the City Manager to execute said contracts.
- [6.](#) Consideration and possible action on Change Order No. 3 in the amount of \$87,373.00 with Ana Site Construction, LLC for the additional work on water and sewer lines and authorize the City Manager to execute said Change Order No. 3.
- [7.](#) Consideration and possible action on Amendment No. 4 in the amount of \$25,000.00 with Kimley-Horn and Associates, Inc for the I-35 Utility Relocations for TXDOT and authorize the City Manager to execute said Amendment No. 4.

## ACTION ITEMS

- [8.](#) Consideration and possible action on authorizing the City Manager to execute a contract with Mayim Municipal Builders, LLC for the additional blower at the Sanger Wastewater Treatment Plant.
- [9.](#) Consideration and possible action to award the bid for the tree trimming to ABC Professional Tree Services, Inc. and authorizing the City Manager to execute the agreement and all necessary documents.

## FUTURE AGENDA ITEMS

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

## INFORMATIONAL ITEMS

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

[10.](#) Republic Services Waste Report March 2025

## 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 April 16, 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:** April 21, 2025

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

**AGENDA ITEM:** Discussion of the Porter Park East.

**SUMMARY:**

- October 16, City Council approved an RFQ for Conceptual Design for Porter Sports Park Phase East. The Project is located on City of Sanger property totaling approximately 50 acres east of Interstate Highway 35 and west of Cowling Road on the northern banks of Duck Creek. It is connected to Sanger Sports Parks to the west via right of way under the IH-35 overpass at Duck Creek. The proposed program is based on the Miracle League Field serving as the centerpiece & destination park.
- The Sanger Development Corporation (4B) has allocated funding for the conceptual design services.
- The Sanger 2040 Comprehensive Plan identifies the completion of Porter Park Phase East
- May 16, HALFF and Staff met with stakeholders to discuss needs for Porter Park Phase East.
- June 18, HALFF and Staff held a Public Engagement Meeting to discuss needs for Porter Park East
- November 4, City Council approved the proposed layout.

**FISCAL INFORMATION:**

Budgeted: YES

Amount: \$80,000.00

GL Account: 76.6117

- 2023-24 approved project

**RECOMMENDED MOTION OR ACTION:**

- Discussion item only

**ATTACHMENTS:**

- City Council Communication





## CITY COUNCIL COMMUNICATION

**DATE:** April 21, 2025

**FROM:** Kelly Edwards, City Secretary

**AGENDA ITEM:** Consideration and possible action on the minutes from the April 7, 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 April 7, 2025.

**ATTACHMENTS:**

City Council minutes

# **CITY COUNCIL MEETING MINUTES**

**APRIL 07, 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 6:00 p.m.

## **COUNCILMEMBERS PRESENT**

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

## **COUNCILMEMBERS ABSENT**

None

## **STAFF MEMBERS PRESENT:**

City Manager John Noblitt, City Secretary Kelly Edwards, City Attorney Hugh Coleman, Director of Development Services Ramie Hammonds, and Police Chief Tyson Cheek.

## **DISCUSSION ITEMS**

1. Discussion on the process for arranging items on the agenda to ensure a well-organized and efficient flow of the meeting.

City Manager Noblitt provided an overview of the revisions to the agenda's organization regarding development items and an effort to streamline the meeting.

Discussion ensued regarding items recommended by boards of staff for approval and denial.

## **OVERVIEW OF ITEMS ON THE REGULAR AGENDA**

Discussion ensued regarding Item 10, the reason for the request to change the setbacks.

Discussion ensued regarding Item 11, the reason for the revisions to the hours, and feedback.

Discussion ensued regarding Item 15, the reason for the increases to the budget line item.

## **ADJOURN THE WORK SESSION**

There being no further business, Mayor Muir adjourned the work session at 6:22 p.m.

## **CALL THE REGULAR MEETING TO ORDER AND ESTABLISH A QUORUM**

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

## **COUNCILMEMBERS PRESENT**

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

## **COUNCILMEMBERS ABSENT**

None

## **STAFF MEMBERS PRESENT:**

City Manager John Noblitt, City Secretary Kelly Edwards, City Attorney Hugh Coleman, Director of Development Services Ramie Hammonds, Finance Controller Danielle Stanford, and Police Chief Tyson Cheek.

## **INVOCATION AND PLEDGE**

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

## CITIZENS COMMENTS

No one addressed the Council.

## PUBLIC HEARING ITEMS

2. Conduct a public hearing on a request for a Replat of Lot 13, Blk A of Corrida Estates, within the City of Sanger's ETJ, generally located on the east side of Corrida Lane, and approximately 1336 feet north of the intersection of Melton Rd and Corrida Ln.

Mayor Muir opened the public hearing at 7:03 p.m.

Director Hammonds provided an overview of the item.

Mayor Muir closed the public hearing at 7:04 p.m.

3. Conduct a public hearing on a zoning change from Industrial I-1 to Business B-2 for 1.426 acres of land described as A0029A R. BEEBE, TR 133, within the City of Sanger, and generally located east of I-35 and south of 5th St. approximately 103 feet south of the intersection of N Stemmons Frwy and 5th St.

Mayor Muir opened the public hearing at 7:05 p.m.

Director Hammonds provided an overview of the item, stating that changing the zoning to Business B-2 is consistent with the Comprehensive Plan.

Mayor Muir closed the public hearing at 7:06 p.m.

4. Conduct a public hearing on an amendment to Ordinance No. 01-02-25 to amend the Planned Development language for side yard from 8' to 5', side yard adjacent as street from 20' to 15' and rear yard setbacks from 25' to 20' for all lots for land described as A0029A R. BEBEE, TR 107, generally located on the south side of Lois Rd approximately 1219 feet west of the intersection of Marion Rd and Lois Rd.

Mayor Muir opened the public hearing at 7:07 p.m.

Director Hammonds provided an overview of the item.

Mayor Muir closed the public hearing at 7:08 p.m.

5. Conduct a public hearing on an amendment to the Noise Ordinance Chapter 8.5.b.10 Noise Nuisances concerning the construction hours, amending the time construction ends on weekdays from 8:00 pm to 7:00 pm and prohibiting construction on holidays listed.

Mayor Muir opened the public hearing at 7:08 p.m.

Director Hammonds provided an overview of the item.

Mayor Muir closed the public hearing at 7:10 p.m.

## **CONSENT AGENDA**

6. Consideration and possible action on the minutes from the March 17, 2025, meeting.
7. Consideration and possible action on Resolution 2025-04, authorizing membership and participation in the Omnia Partners National Purchasing Cooperative.
8. Consideration and possible action on the remount of the Rescue Bed not to exceed \$70,000.00.
9. Consideration and possible action on Ordinance No. 04-05-25 for a zoning change from Industrial I-1 to Business B-2 for 1.426 acres of land described as A0029A R. BEEBE, TR 133, within the City of Sanger, and generally located east of I-35 and south of 5th St. approximately 103 feet south of the intersection of N Stemmons Frwy and 5th St.
10. Consideration and possible action on Ordinance No. 04-06-25 an amendment to Ordinance No. 01-02-25 to amend the Planned Development language for side yard from 8' to 5', side yard adjacent as street from 20' to 15' and rear yard setbacks from 25' to 20' for all lots for land described as A0029A R. BEBEE, TR 107, generally located on the south side of Lois Rd approximately 1219 feet west of the intersection of Marion Rd and Lois Rd.
11. Consideration and possible action on Ordinance No. 04-08-25 an amendment to the Noise Ordinance Chapter 8.5.b.10 Noise Nuisances concerning the construction hours, amending the time construction ends on weekdays from 8:00 pm to 7:00 pm and prohibiting construction on holidays listed.
12. Consideration and possible action on a Final Plat of Lane Ranch Phase 5, being approximately 26.105 acres of land described as REUBEN BEBEE SURVEY, ABST. NO. 29, within the City of Sanger, generally located north of McReynolds Road and approximately 1230 feet east of Lake Ridge Dr.
13. Consideration and possible action on a request for a Replat of Lot 13, Blk A of Corrida Estates, within the City of Sanger's ETJ, generally located on the east side of Corrida

Lane, and approximately 1336 feet north of the intersection of Melton Rd and Corrida Ln.

14. Consideration and possible action on the Final Plat of Oasis at Sanger Addition, being approximately 4.135 acres of land described as A0029A R. BEEBE, OLD DCAD SHT 2, TR 5, within the City of Sanger, generally located north of McReynolds Road, and approximately 790 feet east of Lake Ridge Drive.
15. Consideration and possible action on Ordinance 04-09-25, amending the budget for the 2024-2025 fiscal year and authorizing amended expenditures as provided; providing for the repeal of all ordinances in conflict; providing a cumulative clause; providing for a severability clause; and providing a savings clause; an establishing an effective date.

Mayor Muir removed Item 12 for additional discussion.

Motion to approve Items 6-11 and Items 13-15 made by Councilmember Dillon,  
Seconded by Councilmember Gann.

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

Nays: None

Motion passed unanimously.

Discussion ensued regarding the HOA lots in Lane Ranch, and the engineering comments were resolved. Staff recommended approval of the Final Plat.

Motion to approve Item 12 made by Councilmember Bilyeu, Seconded by Councilmember Dillon.

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

Nays: None

Motion passed unanimously.

## **ACTION ITEMS**

16. Consideration and possible action on a Preliminary Plat of Lois Road Estates, being approximately 202.69 acres of land described as A0029A R. BEBEE, TR 107, generally located on the south side of Lois Rd approximately 1219 feet west of the intersection of Marion Rd and Lois Rd.

Director Hammonds provided an overview of the item, stating that the Planned Development meets the requirements and that the outstanding comments have been resolved.

Motion to approve made by Councilmember Bilyeu, Seconded by Councilmember Dillon.

Ayes: Barrett, Bilyeu, Dillon, and Gann.

Nays: Chick

Motion passed 4-1-0.

17. Consideration and possible action on a Final Plat of B & A Roberts Addition, being approximately 5.108 acres of land described as A0801A WM Mason, TR 24, within the City of Sanger's ETJ, generally located along Lois Road and approximately 1526 feet west of N Stemmons Frwy.

Director Hammonds provided an overview of the item, stating that all the drainage comments had not been satisfied.

Motion to deny due to comments not being satisfied made by Councilmember Bilyeu, Seconded by Councilmember Barrett.

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

Nays: None

Motion passed unanimously.

18. Consideration and possible action on a Minor Plat of Guay Addition, being approximately 2.855 acres of land described as A0029A R. BEBEE, TR 99 within the City of Sanger's ETJ, generally located on the west side of Marion Rd approximately 236 feet south of the intersection of Lois Road and Marion Road.

Director Hammonds provided an overview of the item, stating that the outstanding comments were satisfied and that the staff recommended approval of the plat.

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

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

Nays: None

Motion passed unanimously.

19. Consideration and possible action on a Minor Plat of Rising Star Corner Addition, being approximately 1.466 acres of land described as A1241A TIERWESTER, TR 71 within the City of Sanger, generally located on the north west corner of Duck Creek Rd and Rising Star Ln.

Director Hammonds provided an overview of the item, stating that the lot was in the floodplain, the comments were not satisfied, and they had not received the drainage analysis.

Erika Dewast, property owner, stated that the process has been challenging, the Surveyor and the City's Engineer not agreeing on the requirements, the FEMA CLOMR, and the cost of the drainage analysis and fill necessary to elevate the homesite.

Motion to deny due to comments not being satisfied made by Councilmember Bilyeu,  
Seconded by Councilmember Barrett.

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

Nays: None

Motion passed unanimously.

### **FUTURE AGENDA ITEMS**

No future agenda items were provided.

### **INFORMATIONAL ITEMS**

20. Atmos Rider GCR - Rate Filing under Docket No. 10170 - March 24, 2025

21. Financial Statement February 2025

22. Disbursements Report March 2025

### **ADJOURN**

There being no further business, Mayor Muir adjourned the meeting at 7:51 p.m.

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Thomas E. Muir, Mayor

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Kelly Edwards, City Secretary





## CITY COUNCIL COMMUNICATION

**DATE:** April 21, 2025

**FROM:** Tyson Cheek, Chief of Police

**AGENDA ITEM:** Consideration and possible action authorizing the Sanger Police Department to accept a donation of multiple rounds and types of ammunition from Tom Kokotan.

**SUMMARY:**

- On 3/18/25, the Sanger Police Department was contact by Tom Kokotan, the executor of the estate for the person who lived at 724 Dove Ridge.
- Mr. Kokotan had several rounds and types of ammunition from the estate that he wanted to donate to the Sanger Police Department.
- Sgt. Reece Dunn took possession of the ammunition, completed an incident report, and placed the ammunition in our storage area until an outcome for the ammunition is determined.

**FISCAL INFORMATION:**

Budgeted:

Amount:

GL Account:

**RECOMMENDED MOTION OR ACTION:**

Staff recommends approval.

**ATTACHMENTS:**

	caliber / gauge	quantity	
1	.270 Winchester	57	
2	.30-06 Springfield	49	
3	12 gauge slug	5	
4	12 gauge shot	118	
5	20 gauge shot	280	
6			
7			
8	.22 magnum	100	
9	.22 short	350	
10	.22 long rifle	1547	
11	.380 acp	245	
12	.38 special	80	
13	.45 acp	275	
14			
15			
16	.45 acp Black Talon	25	unopened box
17	ear pro / non-electron	1	
18	plastic field box	3	
19	canvas duffle bag	1	



## CITY COUNCIL COMMUNICATION

**DATE:** April 21, 2025

**FROM:** Jim Bolz, Director of Public Works

**AGENDA ITEM:** Consideration and possible action to award contract bids to Martinez Brothers Concrete and Landscaping, LLC for providing concrete labor and materials, and to Cardwell Paving, LLC for providing asphalt labor and materials for various locations throughout the city and authorizing the City Manager to execute said contracts.

**SUMMARY:**

- Bids for concrete and asphalt services were opened on April 8, 2025, at 2:00 p.m.
- After review, staff recommends awarding the concrete portion of the bid to Martinez Brothers Concrete and Landscaping, LLC, who has previously provided reliable, high-quality concrete services for the City.
- Staff also recommends awarding the asphalt portion of the bid to Cardwell Paving, LLC, who, although not previously used by the City, has received positive references for their work.
- The contracts will have an initial term of one year, beginning upon City Council approval, with three one-year renewal periods available if both parties agree to contract renewal.
- Awarding bids will allow the City to move forward with upcoming projects and respond to repair needs in a timely and cost-effective manner.

**FISCAL INFORMATION:**

Budgeted: NO

Amount: N/A

GL Account: 30-5360

**RECOMMENDED MOTION OR ACTION:**

- Staff recommends approval

**ATTACHMENTS:**

- Bid Tabulations

ITEM  CONCRETE DESCRIPTIONS	1						2				3				4				5	6		7	
	New 4-inch reinforced sidewalk, 3,000 psi concrete, #3 rebar on 24” centers			Remove & Replace 4-inch reinforced sidewalk, 3,000 psi concrete, #3 rebar on 24” centers			New 6-inch reinforced 4,000 psi concrete street paving, #4 rebar on 18” centers		Remove & Replace 6-inch reinforced 4,000 psi concrete street paving, #4 rebar on 18” centers		New 6-inch reinforced 5,000 psi High Early Strength concrete street paving, #4 rebar on 18” centers		Remove & Replace 6-inch reinforced 5,000 psi High Early Strength concrete street paving, #4 rebar on 18” centers		New 8-inch reinforced 4,000 psi concrete street paving, #5 rebar on 18” centers		Remove & Replace 8-inch reinforced 4,000 psi concrete street paving, #5 rebar on 18” centers		Saw & remove concrete and asphalt and construct ADA approved handicapped ramp, #3 rebar on 24” centers	Remove & Replace 6-inch standup curb 3,000 psi, #4 rebar	Remove & Replace 6-inch laydown curb 3,000 psi, #4 rebar	Remove & Replace 6-inch standup curb 4,000 psi, #4 rebar	Remove & Replace 6-inch laydown curb 4,000 psi, #4 rebar
QUANTITY/Unit Price/Sq Ft	Less than 500 SF	501 SF to 4,000 SF	4,001 SF to 10,000 SF	Less than 500 SF	501 SF to 4,000 SF	4,001 SF to 10,000 SF	Less than 100 Sq.Yd.	101 Sq.Yd. to 400 Sq.Yd.	Less than 100 Sq.Yd.	101 Sq.Yd. to 400 Sq.Yd.	Less than 100 Sq.Yd.	101 Sq.Yd. to 400 Sq.Yd.	Less than 100 Sq.Yd.	101 Sq.Yd. to 400 Sq.Yd.	Less than 100 Sq.Yd.	101 Sq.Yd. to 400 Sq.Yd.	Less than 100 Sq.Yd.	101 Sq.Yd. to 400 Sq.Yd.	Each	Per Linear Foot	Per Linear Foot	Per Linear Foot	Per Linear Foot
Frank Bartel Transportation	\$ 8.54	\$ 8.33	\$ 7.92	\$ 9.67	\$ 9.46	\$ 9.00	\$ 97.04	\$ 89.88	\$ 113.50	\$ 112.82	\$ 110.18	\$ 106.67	\$ 111.73	\$ 111.21	\$ 139.40	\$ 136.32	\$ 157.85	\$ 155.80	\$ 3,587.50	\$ 22.55	\$ 22.55	\$ 22.75	\$ 22.75
LandS Commercial LLC	\$ 12.00	\$ 8.00	\$ 8.00	\$ 12.00	\$ 8.00	\$ 8.00	\$ 110.00	\$ 72.00	\$ 114.00	\$ 75.00	\$ 118.00	\$ 80.00	\$ 122.00	\$ 82.00	\$ 128.00	\$ 90.00	\$ 132.00	\$ 93.00	\$ 3,000.00	\$ 20.00	\$ 20.00	\$ 20.00	\$ 20.00
Cardwell Paving LLC	\$ 12.00	\$ 11.00	\$ 10.00	\$ 15.00	\$ 14.00	\$ 13.00	\$ 108.00	\$ 99.00	\$ 135.00	\$ 126.00	\$ 153.00	\$ 144.00	\$ 180.00	\$ 171.00	\$ 117.00	\$ 108.00	\$ 144.00	\$ 135.00	\$ 1,500.00	\$ 35.00	\$ 35.00	\$ 40.00	\$ 40.00
Driver Pipeline Company Inc	\$ 13.50	\$ 13.25	\$ 12.75	\$ 14.50	\$ 14.25	\$ 13.75	\$ 140.00	\$ 138.00	\$ 142.00	\$ 140.00	\$ 275.00	\$ 270.00	\$ 285.00	\$ 280.00	\$ 145.00	\$ 143.00	\$ 147.00	\$ 145.00	\$ 1,550.00	\$ 32.50	\$ 32.50	\$ 33.00	\$ 33.00
Martinez Brothers	\$ 7.00	\$ 6.85	\$ 6.45	\$ 10.00	\$ 9.85	\$ 9.00	\$ 72.00	\$ 76.00	\$ 108.00	\$ 108.00	\$ 76.50	\$ 74.25	\$ 112.50	\$ 110.25	\$ 90.00	\$ 85.00	\$ 126.00	\$ 121.50	\$ 1,800.00	\$ 36.00	\$ 36.00	\$ 40.00	\$ 38.00
A-1 Paving	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Level 1 Paving	\$ 5,200.00	\$ 10.40	\$ 9.75	\$ 7,800.00	\$ 15.60	\$ 13.65	\$ 10,530.00	\$ 105.30	\$ 15,210.00	\$ 140.40	\$ 20,150.00	\$ 201.50	\$ 24,830.00	\$ 248.30	\$ 20,800.00	\$ 208.00	\$ 26,000.00	\$ 260.00	\$ 3,900.00	\$ 65.00	\$ 65.00	\$ 78.00	\$ 78.00
ITEM  ASPHALT DESCRIPTIONS	8						9						10						BOND FEE				
	New 3-inch asphalt			Remove & Replace 3-inch asphalt			New 4-inch asphalt			Remove & Replace 4-inch asphalt			New 6-inch asphalt			Remove & Replace 6-inch asphalt							
QUANTITY	Less than 500 SF	501 SF to 4,000 SF	4,001 SF to	Less than 500 SF	501 SF to 4,000 SF	4,001 SF to 10,000	Less than 500 SF	501 SF to 4,000 SF	4,001 SF to 10,000 SF	Less than 500 SF	501 SF to 4,000 SF	4,001 SF to 10,000	Less than 500 SF	501 SF to 4,000 SF	4,001 SF to 10,000 SF	Less than 500 SF	501 SF to 4,000 SF	4,001 SF to 10,000					
Frank Bartel Transportation	\$ 10.20	\$ 10.15	\$ 9.76	\$ 12.29	\$ 12.29	\$ 12.29	\$ 15.03	\$ 14.86	\$ 14.56	\$ 16.53	\$ 16.25	\$ 16.05	\$ 22.54	\$ 21.42	\$ 20.30	\$ 24.64	\$ 23.42	\$ 22.50	2.5%				
LandS Commercial LLC	\$ 12.00	\$ 7.50	\$ 6.00	\$ 12.00	\$ 7.50	\$ 6.50	\$ 13.00	\$ 8.00	\$ 7.00	\$ 14.00	\$ 8.50	\$ 7.50	\$ 15.00	\$ 11.00	\$ 8.00	\$ 16.00	\$ 12.00	\$ 9.00	4.0%				
Cardwell Paving LLC	\$ 5.00	\$ 4.75	\$ 4.50	\$ 7.50	\$ 7.25	\$ 7.00	\$ 6.25	\$ 6.00	\$ 5.75	\$ 9.25	\$ 9.00	\$ 8.75	\$ 9.25	\$ 9.00	\$ 8.75	\$ 13.25	\$ 13.00	\$ 12.75	5.0%				
Driver Pipeline Company Inc	\$ 9.50	\$ 9.25	\$ 9.00	\$ 10.00	\$ 9.75	\$ 9.50	\$ 12.60	\$ 12.35	\$ 12.15	\$ 13.30	\$ 13.05	\$ 12.80	\$ 19.00	\$ 18.50	\$ 18.00	\$ 20.00	\$ 19.50	\$ 19.00	5.0%				
Martinez Brothers	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	N/A				
A-1 Paving	\$ 5.00	\$ 4.50	\$ 4.00	\$ 7.50	\$ 6.50	\$ 5.50	\$ 6.50	\$ 5.50	\$ 5.00	\$ 7.50	\$ 6.50	\$ 6.00	\$ 9.50	\$ 8.50	\$ 7.50	\$ 9.50	\$ 8.50	\$ 6.50	N/A				
Level 1 Paving	\$ 5,000.00	\$ 10.00	\$ 5.65	\$ 6,500.00	\$ 11.50	\$ 7.15	\$ 5,000.00	\$ 10.00	\$ 7.50	\$ 7,000.00	\$ 11.50	\$ 9.00	\$ 6,500.00	\$ 13.00	\$ 11.25	\$ 9,000.00	\$ 15.00	\$ 13.25	3.5%				



## CITY COUNCIL COMMUNICATION

**DATE:** April 21, 2025

**FROM:** Jim Bolz, Director of Public Works

**AGENDA ITEM:** Consideration and possible action on Change Order No. 3 in the amount of \$87,373.00 with Ana Site Construction, LLC for the additional work on water and sewer lines and authorize the City Manager to execute said Change Order No. 3.

**SUMMARY:**

- TxDOT has approved Change Order for 12" water line and 4" sewer force main due to missed conflicts created by a TxDOT culvert.
- Initial review did not identify these lines as conflicts, and TxDOT did not have records of these lines from Bluestar.
- Final review by Kimley-Horn of all utility lines in CSJ 081 identified conflicts with the proposed culvert.
- Change order addresses the missed conflict by lowering the lines and adding casing for protection under future TxDOT construction.

**FISCAL INFORMATION:**

Budgeted: NO  
6529.2

Amount: \$87,373.00

GL Account: 840-50-6529.2/840-54-

- Amount is 100% reimbursable

**RECOMMENDED MOTION OR ACTION:**

- Staff recommends approval

**ATTACHMENTS:**

- Change Order No. 3

**KIMLEY-HORN AND ASSOCIATES, INC.**  
**801 Cherry Street, Suite 1300**  
**Fort Worth, TX 76102**

Date: March 31, 2025

PROJECT DESCRIPTION: 2024 I35 UTILITY RELOCATION  
 KHA Project No.: 61322300  
 OWNER: CITY OF SANGER  
 CONTRACTOR: ANA SITE CONSTRUCTION LLC  
 ORIGINAL CONTRACT AMOUNT: \$ 6,971,123.00  
 REVISED CONTRACT AMOUNT PER  
     CHANGE ORDER No. 1: \$ 7,122,754.00  
 REVISED CONTRACT AMOUNT PER  
     CHANGE ORDER No. 2: \$ 7,359,418.00  
 REVISED CONTRACT AMOUNT PER  
     CHANGE ORDER No. 3: \$ 7,446,791.00

CSJ 081 Conflict Force Main C Change Order #3					
Item #	Item Description	Quantity	Unit	Unit Price	Item Cost
117	Remove 4" Force Main	83	LF	\$ 19.00	\$ 1,577.00
118	PVC Force Main (4") (Open Cut)	61	LF	\$ 160.00	\$ 9,760.00
119	PVC Force Main (4") (Carrier Pipe)	29	LF	\$ 118.00	\$ 3,422.00
14	Steel Casing (18") (Open Cut)*	29	LF	\$ 265.00	\$ 7,685.00
113	Seeding Surface Repair	199	SY	\$ 2.00	\$ 398.00
115	Connect Existing Sewer Line	2	EA	\$ 4,200.00	\$ 8,400.00
116	Trench Excavation Protection	90	LF	\$ 9.00	\$ 810.00
Subtotal					<b>\$ 32,052.00</b>

CSJ 081 Conflict Water Line J Change Order #3					
Item #	Item Description	Quantity	Unit	Unit Price	Item Cost
61	Remove 12" Water Line	84	LF	\$ 12.00	\$ 1,008.00
70	C-900 DR-18 PVC Water Line (12") (Open Cut)	61	LF	\$ 112.00	\$ 6,832.00
71	C-900 DR-18 PVC Water Line (12") (Carrier Pipe)	29	LF	\$ 133.00	\$ 3,857.00
73	Steel Casing (24") (Open Cut)*	29	LF	\$ 626.00	\$ 18,154.00
76	Resilient Seated Gate Valve (12")*	1	EA	\$ 7,600.00	\$ 7,600.00
77	081 Ductile Iron Fittings*	0.52	TON	\$ 20,000.00	\$ 10,400.00
80	Connect Existing Water Line	2	EA	\$ 3,400.00	\$ 6,800.00
81	Trench Excavation Repair	90	LF	\$ 3.00	\$ 270.00
85	Seeding Surface Repair	200	SY	\$ 2.00	\$ 400.00
Subtotal					<b>\$ 55,321.00</b>

\*All materials shall use domestically manufactured products that are composed predominately of steel and/or iron to incorporate into the permanent installation of the utility facility – in compliance with the Buy America provisions of 23 CFR 635.410 as amended

Total Increase in Contract Amount:	\$ 87,373.00
Original Contract Amount:	\$ 6,971,123.00
Revised Contract Amount:	\$ 7,446,791.00
Net Increase/(Decrease) in Contract Time of Completion:	30 Days
Revised Contract Time of Completion:	360 Days

Recommended by Kimley-Horn and Associates, Inc.

Approved by Owners:  
 City of Sanger

By

*Chris Lgo P.E.*

By

Accepted by Contractor

By

*Adam Darrach*

Distribution  
 1-Owner, 1 – Contractor, 1 - KHA Office



## CITY COUNCIL COMMUNICATION

**DATE:** April 21, 2025

**FROM:** Jim Bolz, Director of Public Works

**AGENDA ITEM:** Consideration and possible action on Amendment No. 4 in the amount of \$25,000.00 with Kimley-Horn and Associates, Inc for the I-35 Utility Relocations for TXDOT and authorize the City Manager to execute said Amendment No. 4.

**SUMMARY:**

- Several utilities were discovered in the field that differed from the original TXDOT Subsurface Utility Engineering data
- These discrepancies required multiple plan revisions
- The amendment allows continued support through the end of construction, as needed
- This amendment will be added to the reimbursable State Utility Agreement with TXDOT

**FISCAL INFORMATION:**

Budgeted: NO  
6529.1

Amount: \$25,000.00

GL Account: 840-50-6529.1 & 840-54-

**RECOMMENDED MOTION OR ACTION:**

- Staff recommends approval

**ATTACHMENTS:**

- Amendment No. 4

## AMENDMENT NO. 4 TO PROFESSIONAL SERVICES AGREEMENT ADDITIONAL SERVICES

### Professional Services Agreement: 2022 SANGER I-35 - UTILITY-RELOCATIONS Amendment Scope of Services

This is Amendment Number 04 to the Professional Service Agreement between Kimley-Horn and Associates, Inc. (ENGINEER) and the City of Sanger (City) executed on February 09, 2022.

**Identification of Project:** 061322300-02 Sanger 2022 I-35 Utility Relocations for TxDOT CSJ 0195-02-074

**Project Understanding:** The CITY has requested that the ENGINEER perform the following additional services due to ongoing construction and in order to aid the City in the reimbursement process.

**Specific scope of basic Services:** See Below

#### **Task 3 - Construction Contract Administration**

Consultant will provide additional professional construction phase services to the Client during construction of this project. The estimated construction period of the project is twelve (12) months for the basis of establishing the Consultant's Fee. The construction phase services are as follows:

- A. Visits to Site and Construction Observation – the Consultant will provide on-site construction observation services during the construction phase. Consultant will make visits at intervals as directed by Client in order to observe the progress of the Work. Such visits and observations by Consultant are not intended to be exhaustive or to extend to every aspect of Contractor's work in progress. Observations are to be limited to spot checking, selective measurement, and similar methods of general observation of the Work based on Consultant's exercise of professional judgment. Based on information obtained during such visits and such observations, Consultant will evaluate whether Contractor's work is generally proceeding in accordance with the Contract Documents, and Consultant will keep Client informed of the general progress of the Work.
- B. Clarifications and Interpretations – the Consultant will respond to reasonable and appropriate Contractor requests for information and issue necessary clarifications and interpretations of the Contract Documents to Client as appropriate to the orderly completion of Contractor's work. Any orders authorizing variations from the Contract Documents will be made by Client.
- C. Inspections and Tests – the Consultant may require special inspections or tests of Contractor's work as Consultant deems appropriate, and may receive and review certificates of inspections within Consultant's area of responsibility or of tests and approvals required by laws and regulations or the Contract Documents. Consultant's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. Consultant shall be entitled to rely on the results of such tests and the facts being certified.



Individual Project Order Number 2022 I-35 Utility Relocations for TxDOT CSJ 0195-02-074

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- D. Disagreements between Client and Contractor – the Consultant will, if requested by Client, render written decision on all claims of Client and Contractor relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the progress of Contractor's work. In rendering such decisions, Consultant shall be fair and not show partiality to Client or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.
- E. Applications for Payment – Based on its observations and on review of applications for payment and accompanying supporting documentation, Consultant will determine the amounts that Consultant recommends Contractor be paid. Such recommendations of payment will be in writing and will constitute Consultant's representation to Client, based on such observations and review, that, to the best of Consultant's knowledge, information and belief, Contractor's work has progressed to the point indicated and that such work-in-progress is generally in accordance with the Contract Documents subject to any qualifications stated in the recommendation. In the case of unit price work, Consultant's recommendations of payment will include determinations of quantities and classifications of Contractor's work, based on observations and measurements of quantities provided with pay requests.
- F. By recommending any payment, Consultant shall not thereby be deemed to have represented that its observations to check Contractor's work have been exhaustive, extended to every aspect of Contractor's work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Consultant in this Agreement. It will also not impose responsibility on Consultant to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, nor to determine that title to any portion of the work in progress, materials, or equipment has passed to Client free and clear of any liens, claims, security interests, or encumbrances, nor that there may not be other matters at issue between Client and Contractor that might affect the amount that should be paid.
- G. Substantial Completion – the Consultant will, promptly after notice from Contractor that it considers the entire Work ready for its intended use, in company with Client and Contractor, conduct a site visit to determine if the Work is substantially complete. Work will be considered substantially complete following satisfactory completion of all items with the exception of those identified on a final punch list. If after considering any objections of Client, Consultant considers the Work substantially complete, Consultant will notify Client and Contractor.
- H. Final Notice of Acceptability of the Work – the Consultant will conduct a final site visit to determine if the completed Work of Contractor is generally in accordance with the Contract Documents and the final punch list so that Consultant may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Consultant shall also provide a notice that the Work is generally in accordance with the Contract Documents to the best of Consultant's knowledge, information, and belief based on the extent of its services and based upon information provided to Consultant upon which it is entitled to rely.
- I. Limitation of Responsibilities – the Consultant shall not be responsible for the acts or omissions of any Contractor, or of any of their subcontractors, suppliers, or of any other individual or entity performing or furnishing the Work. Consultant shall not have the authority or responsibility to stop the work of any Contractor.
- J. Record Drawings – Prepare project "Record Drawings" based on information provided by the Contractor and/or Client as to the actual field placement of the work including any changes or

**Individual Project Order Number 2022 I-35 Utility Relocations for TxDOT CSJ 0195-02-074**

deletions. Consultant is not responsible for the accuracy of the information provided by the Contractor and/or the Client. Consultant will provide the following deliverables:

- a) One (1) set of reproducible (22" x 34") Record Drawings.
- b) One (1) set of .pdf file Record Drawings (each sheet will be a separate .pdf file)

K. Additional coordination time with TxDOT to aid in the reimbursement agreement. This includes creating a Supplemental Agreement with TxDOT and aiding the City with reimbursable invoice preparation.

**Deliverables:**

- a. Shop Drawing Reviews – as described above.
- b. Contractor's Estimates – as described above.

**Services/Deliverables provided by the Client:**

- a. Provide input on progress of work.
- b. Payment of the Contractor.

**Method of compensation:** Kimley-Horn will perform the Services on a labor fee plus expense basis. Labor fee will be billed on an hourly basis according to our then-current rates. See below for Task budget breakdowns.

The additional services described above will be accommodated by increasing the contract amount by \$25,000. The following table summarizes the revised contract amount:

Task	Original Contract	Amd No. 1/2/3	Amd No. 4	Revised Contract
Task 1 – Water and Sewer Design	\$408,600	\$0	\$0	\$408,600
Task 2 – Bidding	\$16,000	\$0	\$0	\$16,000
Task 3 – Construction Contract Administration	\$75,000	\$120,000	\$25,000	\$220,000
<b>Total Estimated Fee</b>	<b>\$499,600</b>	<b>\$120,000</b>	<b>\$25,000</b>	<b>\$644,600</b>

This amendment and including the IPO 061322300- 02 for easement acquisition services, brings the new total contract amount to **\$687,015**.

All permitting, application, and similar project fees will be paid directly by the Client. Fees and expenses will be invoiced monthly based, as applicable, upon the percentage of services performed or actual services performed, and expenses incurred as of the invoice date. Payment will be due within 25 days of your receipt of the invoice.

**Individual Project Order Number 2022 I-35 Utility Relocations for TxDOT CSJ 0195-02-074**

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**Other special terms of Individual Project Order:** None.

ACCEPTED:

CITY OF SANGER, TEXAS

KIMLEY-HORN AND ASSOCIATES, INC.

BY: \_\_\_\_\_

John Noblitt

TITLE: City Manager

DATE: \_\_\_\_\_

BY:  P.E.

Chris P. Igo, P.E.

TITLE: AssociateDATE: 04/01/2025



## CITY COUNCIL COMMUNICATION

**DATE:** April 21, 2025

**FROM:** Jim Bolz, Director of Public Works

**AGENDA ITEM:** Consideration and possible action on authorizing the City Manager to execute a contract with Mayim Municipal Builders, LLC for the additional blower at the Sanger Wastewater Treatment Plant.

**SUMMARY:**

- Staff issued an RFP for the Sanger Wastewater Treatment Plant to install an additional new turbo blower, control panel, and related accessories.
- Bids were solicited for the project and opened on March 18<sup>th</sup>, 2025.
- Advertised for bid went out on March 1<sup>st</sup> and March 8<sup>th</sup>, 2025.
- After reviewing the bids, staff recommends award the contract to Mayim Municipal Builder, LLC, which submitted the lowest bid.
- The new blower is required to meet TCEQ's final discharge permit limits of 1.86 MGD.
- The contract award will enable the installation of the additional blower, ensuring compliance with TCEQ regulations.

**FISCAL INFORMATION:**

Budgeted: YES

Amount: \$246,000.00

GL Account: 840-58-6544

**RECOMMENDED MOTION OR ACTION:**

Staff recommends approval

**ATTACHMENTS:**

- Bid Tabulations
- Mayim Municipal Builders, LLC Bid Proposal



# PLUMMER

1416-010-01

April 4, 2025

Mr. Jim Bolz  
Public Works Director  
City of Sanger  
502 Elm Street  
Sanger, TX 76266

Re: **City of Sanger**  
**Wastewater Treatment Plant Additional Blower**  
**Engineer's Recommendation of Award of Contract**

Dear Mr. Bolz,

On Tuesday, March 18, 2025, three bids from general contractors were received, opened, and publicly read aloud at the City Hall in Sanger, Texas for the above-referenced project. The bids were as follows:

Contractor	Total Base Bid
Mayim Municipal Builders, LLC	\$246,000.00
Control Specialist Services	\$303,080.00
Schofield Civil Construction	\$342,550.00

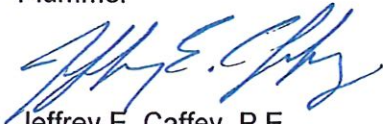
The engineer's final opinion of probable construction cost was \$270,000. Mayim Municipal Builders, LLC (Mayim), with their principal office in Allen, Texas submitted the low bid for the amount of \$246,000.00. I contacted Mr. Robert Skinner with Mayim and he said that their bid was good and they were looking forward to the project.

Mayim has been doing business in North Texas since 2023. We contacted four references and they were all positive, stating that Mayim did good work and they would want Mayim to work for them again. Two of the projects were for the construction of new ground storage tanks and associated piping. One project was for bar screen replacement and site improvements and one project was for filter replacement. They have also done a project for blower air piping replacement, but we were not able to talk to the reference contact. Mr. Skinner was with Felix Construction previously and worked on the last wastewater treatment plant expansion project for the City of Sanger and is familiar with the plant.

Based on the contractor's experience and bid price, I recommend award of this project to Mayim Municipal Builders, LLC in the amount of \$246,000.00.

If you have any questions concerning this recommendation, please contact me at 817-806-1723. We look forward to working with you during the construction of this project.

Sincerely,  
Plummer



Jeffrey E. Caffey, P.E.  
TX 81896  
Principal



PLUMMER

CITY OF SANGER  
SANGER WASTEWATER TREATMENT PLANT  
ADDITIONAL BLOWER

Date/Time for Receiving Bids: 2:00 p.m. - Tuesday, March 18, 2025

Contractor	Confirmed Receipt of Addendums 1-2	Bid Security	Total Base Bid
Control Specialist Services	✓	✓	\$ 393,081.00
Mayim Municipal Builders	✓	✓	\$ 246,900.00
Schofield Civil Construction	✓	✓	\$ 342,550.99
			\$
			\$
			\$
			\$
			\$

ENGINEERING OPCC: \$ 210,000



**SECTION 00 41 13  
BID PROPOSAL**

Bid of: Mayim Municipal Builders, LLC Date 03-18/2025  
(Name of Firm)

TO: Mr. Thomas Muir, Sanger City Mayor  
City of Sanger  
502 Elm Street  
Sanger, Texas 76266

FOR: SANGER WASTEWATER TREATMENT PLANT – ADDITIONAL BLOWER

The undersigned, as Bidder, declares that the only person or parties interested in this proposal as principals are those named herein, that his proposal is made without collusion with any other person, firm, or corporation; that he has carefully examined the form of contract, Invitation For Bids, North Central Texas Council of Governments' Public Works Construction Standards, these Specifications and Contract Documents for the Construction of the City of Sanger Wastewater Treatment Plant, and the Drawings herein referred to, and has carefully examined the locations, conditions, and classes of materials of the proposed work; and agrees that he will provide all the necessary labor, machinery, tools, apparatus, and other items incidental to construction, and will do all the work and furnish all the materials as called for in the Contract Documents in the manner prescribed and according to the Plans and Specification requirements of the OWNER as herein set forth.

Accompanying this proposal is a (certified or cashier's check payable to the OWNER) (Bid Bond) in the amount of 5% GAB

\_\_\_\_\_. Also accompanying this proposal are a Non-Collusion Statement, State Reciprocal Requirement, a Conflict of Interest Questionnaire, and a Certificate of Interested Parties.

The bid security accompanying this Proposal shall be returned to the Bidder, unless in case of the acceptance of the Proposal, the Bidder shall fail to execute a Contract and file Performance and Payment Bonds within ten (10) days after its acceptance, in which case the bid security shall become the property of the OWNER, and shall be considered as payment for damages due to delay and other inconveniences suffered by the OWNER on account of such failure of the Bidder. It is understood that the OWNER reserves the right to reject any and all bids received.

The item prices included in this Proposal do not distinguish between costs for Materials and Services included in each item; however, the successful Bidder will be required to submit a breakdown of these items by completing the Sales Tax Provision form included with the Contract Agreement in these Contract Documents. The inclusion of this form into the Contract has been instituted in order to institute the resale procedure set forth in Texas House Bill 11 (72nd Legislature, 1st C.S.), which amended the Texas Tax Code Section 151.311.

By the successful Bidder entering into a separate contract, he will become a seller of the materials purchased for the Project, which will obviate paying taxes on the materials incorporated into the Project.

Prices shall be shown in words and figures. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between words and figures will be resolved in favor of the words.



Award of Contract by OWNER, if made, will be based on lowest responsive, qualified proposal of the TOTAL BASE BID ADDITIONAL BLOWER PROJECT. The City of Sanger reserves the right to accept or reject any or all Bids or parts of Bids, to waive any informalities and technicalities and to accept the Bid most advantageous to the OWNER. The lowest bids of the Base Bids will not be the sole basis for evaluation.

The undersigned hereby proposes and agrees to perform all work of whatever nature required, in strict accordance with the Plans and Specifications, for the following sum of prices, to wit:

**BID SCHEDULE  
FOR  
CITY OF SANGER  
WASTEWATER TREATMENT PLANT  
ADDITIONAL BLOWER**

Item No.	Unit	Est. Qty.	Description/Price in Words	Unit Price	Extended Amount
1	LS	1	For construction of all Work required to complete in place and to place in operation the Additional Blower project as shown on the Plans and described in the Specifications, (except for Bid Items as listed separately below) for a total lump sum amount of _____ <u>One Hundred Eleven</u> <u>Thousand</u> Dollars and <u>00</u> Cents.	\$ <u>111,000.00</u>	\$ <u>111,000.00</u>
2	LS	1	For purchase, shipping, and manufacturer's installation/startup services for one (1) Turbo Blower, complete with controls and accessories as specified in Specification Section 43 11 12, for a total lump sum amount of <u>one</u> <u>Hundred Thirty Five</u> <u>Thousand</u> Dollars and <u>00</u> Cents.	\$ <u>135,000.00</u>	\$ <u>135,000.00</u>
<b>TOTAL AMOUNT BID (Items 1- 2)</b>			Total amount bid for Bid Items 1 through 2, the sum of _____ <u>Two Hundred</u> <u>Forty Six</u> <u>Thousand</u> Dollars and <u>00</u> Cents.	\$ <u>246,000.00</u>	



The undersigned agrees to substantially complete all Work covered by the North Central Texas Council of Governments' *Standard Specifications for Public Works Construction*, Third Edition, and by these Contract Documents in accordance with the SPECIAL PROVISIONS. In the event that the Project is not complete within the allotted time as specified in the Special Provisions, the OWNER will assess liquidated damages in accordance with the SPECIAL PROVISIONS.

In the event of award of a Contract to the undersigned, the undersigned will furnish Performance and Payment Bonds for the full amount of the Contract to secure proper compliance with the terms and provisions of the Contract, to ensure and guarantee the Work until final completion and acceptance, and to guarantee payment of all lawful claims for labor performed and materials furnished in fulfillment of the Contract.


The Work proposed to be done shall be accepted when fully complete and finished in accordance with the Plans and Specifications, to the satisfaction of the OWNER.

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

Receipt is hereby acknowledged of the following addenda to the Contract Documents:

Addendum No. 1 dated	<u>March 05, 2025</u>	Received	<u>DE</u>
Addendum No. 2 dated	<u>March 13, 2025</u>	Received	<u>DE</u>
Addendum No. 3 dated	<u></u>	Received	<u></u>

Respectfully submitted by,

  
\_\_\_\_\_  
Signature

Robert Skinner - Managing Member  
Printed Name and Title

Mayim Municipal Builders, LLC  
Company Name

1557 Edelweiss Dr., Allen, Texas 75002  
Mailing Address

1557 Edelweiss Dr.  
Street Address

Allen, Texas 75002  
City and State

(469) 951-1113  
Telephone Number

Attested by:

  
\_\_\_\_\_  
Signature

DONALD EASON WATNESS  
Printed Name and Title

Seal and Authorization  
(If Corporation)



NOTE: Bid forms may be detached from this document. The entire proposal section must be completed and submitted. Fill in with ink and submit complete with attached papers. Do not insert additional or conditional statements or deletions to this Proposal.

**DATA SHEET AND SUBMITTAL INFORMATION  
CONTRACTORS AND SUBCONTRACTORS**

CONTRACTOR'S (OR SUBCONTRACTOR'S) NAME: Mayim Municipal Builders, LLC

ADDRESS: 1557 Edelweiss Dr., Allen, Texas 75002 PHONE NO.: (469) 951-1113

CONTRACTOR'S (OR SUBCONTRACTOR'S) RELATED WORK EXPERIENCE (LIST FIVE REFERENCES)

CLIENT: City of Copperas Cove, Texas

ADDRESS: 1601 N. 1st Street PHONE NO.: (254) 547-4221

ENGINEER: Freese & Nichols PHONE NO.: Chris Callahan, P.E. - 512 381-1835

DESCRIPTION: Mechanical Bar Screen Replacement

COMPLETION DATE: 09-2025 CONTRACT AMOUNT: \$1,166,000.00

CLIENT: City of Bridgeport, Texas

ADDRESS: 900 Thompson Street PHONE NO.: (940) 683-3400

ENGINEER: KSA PHONE NO.: Blake Powell, P.E. (877) 572-3647

DESCRIPTION: WTP Filter Replacements

COMPLETION DATE: 07/2025 CONTRACT AMOUNT: \$1,256,000.00

CLIENT: GS Hudson Oaks, LLC

ADDRESS: 750 Bering Dr., Houston, TX 77057 PHONE NO.: (713) 479-8815

ENGINEER: MMA Civil Engineering PHONE NO.: (817) 469-1671

DESCRIPTION: Lift Station Rehabilitation

COMPLETION DATE: 10/2024 CONTRACT AMOUNT: \$279,000.00

**DATA SHEET AND SUBMITTAL INFORMATION  
SUBCONTRACTORS**

TYPE OF SUBCONTRACTOR: \_\_\_\_\_  
SUBCONTRACTOR'S NAME: \_\_\_\_\_ PHONE NO.: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_

TYPE OF SUBCONTRACTOR: \_\_\_\_\_  
SUBCONTRACTOR'S NAME: \_\_\_\_\_ PHONE NO.: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_

TYPE OF SUBCONTRACTOR: \_\_\_\_\_  
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ADDRESS: \_\_\_\_\_

TYPE OF SUBCONTRACTOR: \_\_\_\_\_  
SUBCONTRACTOR'S NAME: \_\_\_\_\_ PHONE NO.: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_

**END OF SECTION**



**SECTION 00 43 13**  
**BID BOND**

Any singular reference to Bidder, Surety, Owner, or other party shall be considered plural where applicable.

**BIDDER (Name and Address):**

Mayim Municipal Builders, LLC  
1557 Edelwiess Drive  
Allen, TX 75002

**SURETY (Name and Address of Principal Place of Business):**

U.S. Specialty Insurance Company  
13403 Northwest Freeway  
Houston, TX 77040

**OWNER (Name and Address):**

City of Sanger  
502 Elm St.  
Sanger, TX 76266

**BID**

Bid Due Date: March 18, 2025  
Project: Bid # 1416-010-01

**SANGER WASTEWATER TREATMENT PLANT**  
**ADDITIONAL BLOWER**

**BOND**

Bond Number: N/A

Date (Not later than Bid due date): March 18, 2025

Penal sum Five Percent of the Greatest Amount Bid

5% G.A.B.

(Words)

(Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Bid Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

**BIDDER**

**SURETY**

Mayim Municipal Builders, LLC

(Seal)

U.S. Specialty Insurance Company

(Seal)

Bidder's Name and Corporate Seal

Surety's Name and Corporate Seal

By:

Signature and Title MANAGING MEMBER

By:

Signature and Title Kim Bracamonte, Attorney-in-Fact  
(Attach Power of Attorney)

Attest:

Signature and Title WITNESS

Attest:

Signature and Title Crystal Langhorn, Witness

Note: Above addresses are to be used for giving required notice.



1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Surety's liability.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
  - 3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
  - 3.2. All Bids are rejected by Owner, or
  - 3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default by Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

**END OF SECTION**





**TOKIOMARINE  
HCC**

## POWER OF ATTORNEY

**AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY  
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY**

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

Kim Bracamonte, Brad Johnson, Paul Fredette, Crystal Langhorn,  
Steven W. Lewis, Andrea Nix, or Adam Syswerda

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver **any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed** \*\*\*\*\*Thirty Million\*\*\*\*\* Dollars ( \*\*\*\$30,000,000.00\*\*\* ).

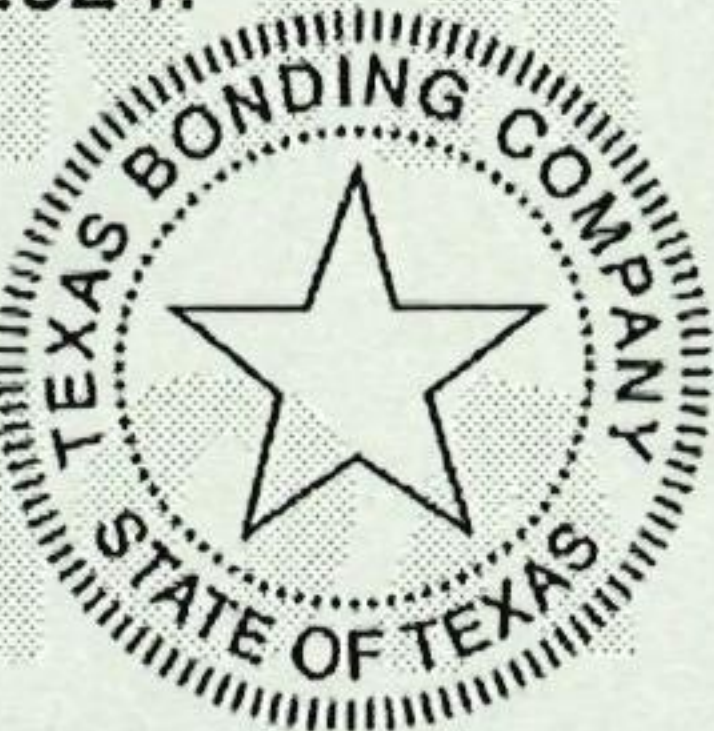
This Power of Attorney shall expire without further action on January 31<sup>st</sup> 2028. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

*Be it Resolved*, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

*Attorney-in-Fact* may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

*Be it Resolved*, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 1<sup>st</sup> day of February 2024.



**AMERICAN CONTRACTORS INDEMNITY COMPANY, TEXAS  
BONDING COMPANY, UNITED STATES SURETY COMPANY,  
U.S. SPECIALTY INSURANCE COMPANY**

By:

Daniel P. Aguilar, Vice President

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of Los Angeles

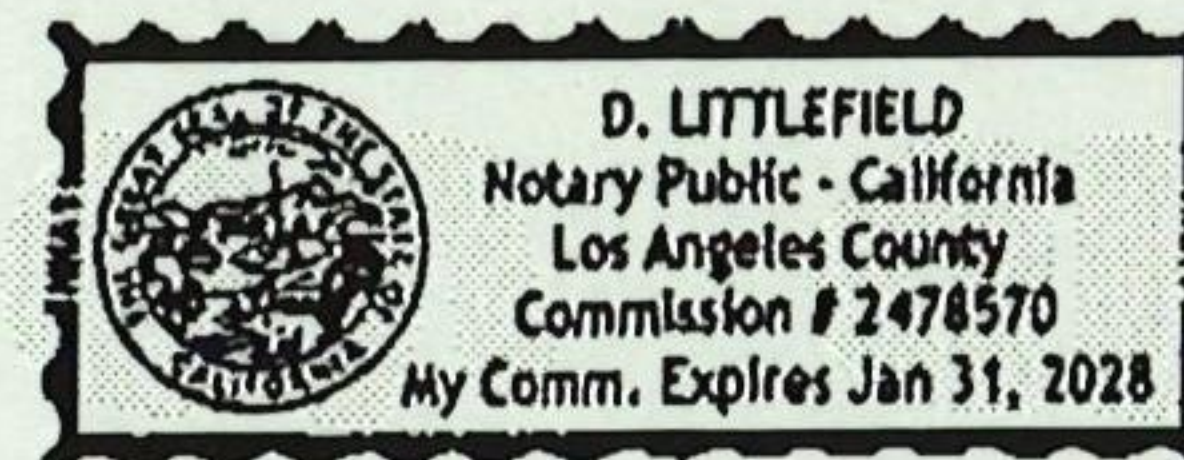
On this 1<sup>st</sup> day of February 2024, before me, D. Littlefield, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

(seal)



I, Kio Lo, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

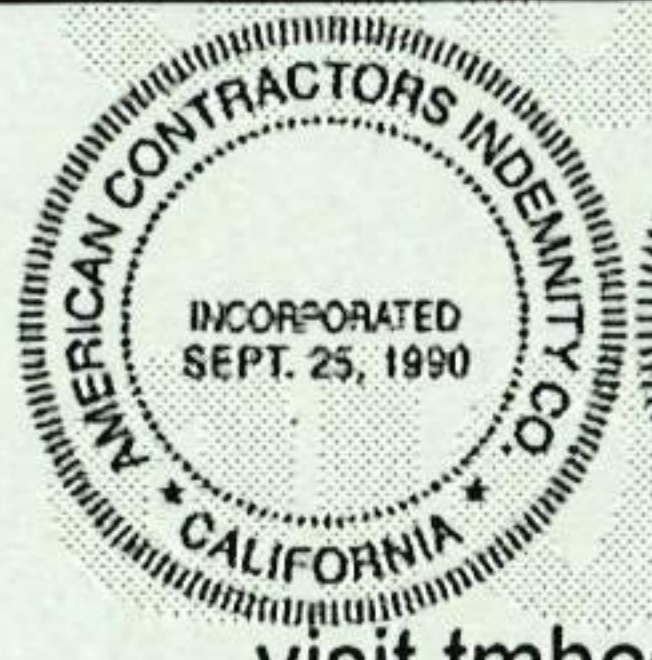
In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 18<sup>th</sup> day of March, 2025.

Bond No.

N/A

Agency No.

18799



Kio Lo, Assistant Secretary

visit [tmhcc.com/surety](http://tmhcc.com/surety) for more information

HCCSMANPOA02/2024



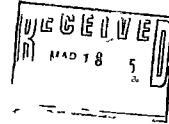
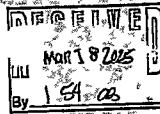
# U.S. Specialty Insurance Company

## TEXAS COMPLAINT NOTICE

IMPORTANT NOTICE	AVISO IMPORTANTE
<p>To obtain information or make a complaint:</p> <ol style="list-style-type: none"><li>1. You may contact your agent.</li><li>2. You may call the company's toll free telephone number for information or to make a complaint at:  1-800-486-6695</li><li>3. You may also write to the company at:  U.S. Specialty Insurance Company 801 South Figueroa Street Suite 700 Los Angeles, CA 90017 USA</li><li>4. You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights, or complaints at:  1-800-252-3439</li><li>5. You may write to the Texas Department of Insurance at:  Consumer Protection (111-1A) P.O. Box 12030 Austin, Texas 78711-2030 Fax No. 512- 490-1007 Web: <a href="http://www.tdi.texas.gov">www.tdi.texas.gov</a> E-mail: <a href="mailto:ConsumerProtection@tdi.texas.gov">ConsumerProtection@tdi.texas.gov</a></li></ol> <p><b>PREMIUM OR CLAIM DISPUTES:</b> Should you have a dispute concerning your premium or about a claim you should contact the agent or the company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.</p> <p><b>ATTACH THIS NOTICE TO YOUR POLICY</b> This notice is for information only and does not become a part or condition of the attached document.</p>	<p>Para obtener informacion o para someter una queja:</p> <ol style="list-style-type: none"><li>1. Puede comunicarse con su agente.</li><li>2. Usted puede llamar al numero de telefono gratis de la compania's para informacion o para someter una queja al:  1-800-486-6695</li><li>3. Usted tambien puede escribir a la compa��a:  U.S. Specialty Insurance Company 801 South Figueroa Street Suite 700 Los Angeles, CA 90017 USA</li><li>4. Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos, o quejas al:  1-800-252-3439</li><li>5. Puede escribir al Departamento de Seguros de Texas al:  Consumer Protection (111-1A) P.O. Box 12030 Austin, Texas 78711-2030 Fax No. 512- 490-1007 Web: <a href="http://www.tdi.texas.gov">www.tdi.texas.gov</a> E-mail: <a href="mailto:ConsumerProtection@tdi.texas.gov">ConsumerProtection@tdi.texas.gov</a></li></ol> <p><b>DISPUTAS SOBRE PRIMAS O RECLAMOS:</b> Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el agente o la compania primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).</p> <p><b>UNA ESTE AVISO A SU POLIZA</b> Esta aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.</p>



Mayim Municipal Builders, LLC  
1557 Edelweiss Dr  
Allen, Texas 75002



Item 8.

Sanger Wastewater Treatment Plant  
Additional Blower

Bid Opening  
City of Sanger Texas  
Sanger City Hall, 502 Elm Street,  
Sanger, TX  
2 00 PM, March 18, 2025

Addendum Received

#1 03 05 2025

#2 03 13 2025

#3 \_\_\_\_\_

#4 \_\_\_\_\_

#5 \_\_\_\_\_

#6 \_\_\_\_\_

Acknowledged

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## CITY COUNCIL COMMUNICATION

**DATE:** April 21, 2025

**FROM:** Ronnie Grace, Director of Electric

**AGENDA ITEM:** Consideration and possible action to award the bid for the tree trimming to ABC Professional Tree Services, Inc. and authorizing the City Manager to execute the agreement and all necessary documents.

**SUMMARY:**

- On 2/18/25 City Council approved the issuance of a Request For Proposal (RFP).
- On 3/25/25 at the 2:00 p.m. bid opening, one (1) Bid was received from ABC Professional Tree Services, Inc.

**FISCAL INFORMATION:**

Budgeted: Yes

Amount: \$ 140,000.00

GL Account: 008-58-5420

**RECOMMENDED MOTION OR ACTION:**

Staff recommends approval

**ATTACHMENTS:**

- City Council Communication
- ABC Professional Tree Services, Inc. Bid
- Services Agreement



March 21, 2025

City of Sanger,  
Director of Electric Utilities  
Attn: Ronnie Grace  
502 Elm Street  
Sanger, TX 76266

RE: RFP #2025-02

Dear Mr. Grace:

Attach please find the bid numbers for Bid RFP #2025-02 from ABC Professional Tree Services, Inc. The bid is due March 25, 2025 by 12:00 p.m.

If you have any questions, please feel free to contact me.

Sincerely,

Yvonne Garza  
Contract Administrator



**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

<b>Subject: Professional Services</b>		<b>Ref. No. RFP-2025-02</b>
<b>Due Date:</b> March 25, 2025	<b>Time Due:</b> 12:00 PM	<b>Tentative Award Date:</b> 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](http://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](mailto: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 within 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 Neutral Fiber-Optic	3' 3' 3'	18"	5'	

\*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.

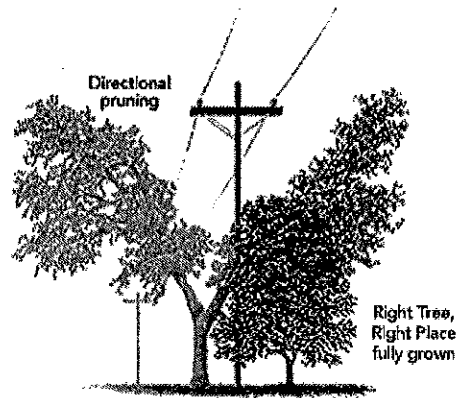
3. R.O.W. Clearing Methods

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.**

**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.**



**branches center of to the should**

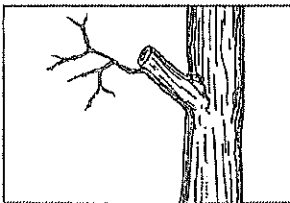
**the on the side of easy**

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.

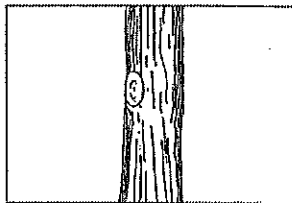
Natural pruning is also directional pruning since it tends to guide the growth of the tree away from the wires. Stubbing or pole-clip clearance, on the other hand, tends to promote rapid sucker growth right back into the conductors. The big factor to remember is that natural pruning does work and that 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

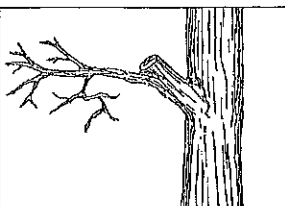


2. Incorrect

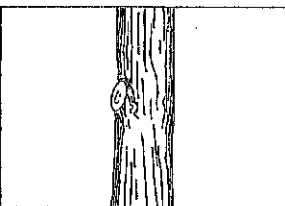


The cut shown at figure 2. Is an improper flush cut where the branch collar was removed? The cut at figure 4. Shows the proper method to remove the branch at the trunk, leaving the branch collar but not a stub.

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	03/21/2025 _____ Date
Martin Arriola, VP _____ NAME & TITLE	
76-0686297 _____ FEDERAL EMPLOYER'S IDENTIFICATION NO.	_____ STATE EMPLOYER'S REGISTRATION NO.

## 9.0 DEMONSTRATION OF EXPERIENCE

23

Years in business under present business name: \_\_\_\_\_

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

40

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
Varies	Energized utility line trimming	Completed and ongoing years	Christa Christian 940-349-7100

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
\$10MM+	Energized utility line trimming	Completed and ongoing years	Entergy Texas Carl Fiss--Supervisor cfiss@entergy.com Ph:412-512-0675
\$1MM	Energized utility line trimming	Completed and ongoing years	Bluebonnet Electric Cooperative Office Ph# 512-764-2830 Cell Ph# 512-284-0016 MARTI.WRIGHT@bluebonnet.coop
\$3MM	Energized utility line trimming	Completed and ongoing years	Knoxville Utilities Board Zachary Breeding (865) 558-2489 Zachary.breeding@kub.org
\$500K	Energized utility line trimming	Completed and ongoing years	Rhode Island Energy Chris Rooney 315-428-3126 cjrooney@rienergy.com

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

     Yes X No.

If "Yes", state where and why.

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

Yes X No.

If "Yes", explain:

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

In person inspection of the circuit maps evaluating the work locations and type of work needing to be performed.

ABC will match the equipment needed to the terrain and customer base density in order to get the most desirable outcome for the utility.

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## 10.0 LIST OF MACHINERY AND EQUIPMENT

It is represented as part of this proposal that the below listed equipment is available for use on the work covered by the Scope of Work.

As a part of the proposal evaluation a team from the Public Works Department may inspect the availability and capability of the equipment of the Contractor submitting the winning proposal.

Units	Type of Equipment
2	55ft Aerial bucket trimmers

## 11.0 VENDOR PROFILE

Company Name or D/B/A: ABC Professional Tree Services Inc.

Telephone Numbers:

Phone: 281-280-1100

Fax: \_\_\_\_\_

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

No

Contacts:

Corporate Contact for this Proposal:

Name: Tracy Dillon

Address: 201 Flint Ridge RD STE 201

City, State, Zip: Webster, TX 77598

Phone: 281-280-1100

Fax: \_\_\_\_\_

E-mail: info@abctree.com

Website: www.abctree.com

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

Local Contact for this Proposal:

Name: Tony Maldonado

☐

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Phone: 832-250-4147

Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_

Number of years company has been in business under this name: 23

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 DE, acting by its officers pursuant to its by-laws or a resolution of its Board of Directors

Signature: 

Printed Name: Martin Arriola

Title: VP

Date: 03/21/2025

## REFERENCES

Contact: Christa Christian, CPPB  
Address: Procurement  
901-B Texas Street  
Denton, TX 76209  
Phone: (940) 349-7100  
Email: christa.christian@cityofdenton.com

Marti S. Wright  
Operations / Contractors  
Bluebonnet Electric Cooperative  
Office Ph# 512-764-2830  
Cell Ph# 512-284-0016  
MARTI.WRIGHT@bluebonnet.coop

Knoxville Utilities Board  
Lump Sum and units  
Zachary Breeding  
Zachary.breeding@kub.org  
865) 558-2489

Entergy Texas Inc  
Supervisor-Carl Fiss  
cfiss@entergy.com  
Ph: 412-512-0675



## 14.0 DEVIATION OR COMPLIANCE FORM

**DEVIATIONS:** In the event the undersigned Proposer intends to deviate from the general terms, conditions, special conditions or specifications contrary to those listed in the “Terms and Conditions” and other information attached hereto, all such deviations must be **LISTED ON THIS PAGE**, with complete and detailed conditions and information also being attached (attach additional pages as necessary).

**NO DEVIATIONS:** In the absence of any deviation entry on this page, Proposer assures the City of Proposer's compliance with the Terms, Conditions, Specifications, and information contained in this RFP.

[illegible]

**All Proposers MUST COMPLETE this page.**

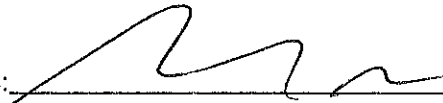
**RETURN with Proposal or Proposal will be considered NON RESPONSIVE.**

Our Proposal is submitted according to:\_\_\_\_\_Deviations listed above

OR \_\_\_\_\_ No Deviations

## 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: Martin Arriola\_\_\_\_\_

Title: VP\_\_\_\_\_

Date: 03/21/2025\_\_\_\_\_

## 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: ABC Professional Tree Services, Inc.

Signature of Company Officer: 

Company Officer Printed Name: Martin Arriola

Title VP

## 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: ABC Professional Tree Services, Inc.

Signature of Company Officer: 

Company Officer Printed Name: Martin Arriola

Title VP

## 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: Martin Arreola

Title: VP

Date: 03/21/2025

## 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:

Local Government Officer	Title	Local Government Officer	Title
N/A			

**CONFLICT OF INTEREST QUESTIONNAIRE****FORM CIQ****For vendor doing business with local governmental entity**

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

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

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

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

**OFFICE USE ONLY**

Date Received

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

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

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

Name of Officer

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

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

☐ Yes

☐ No

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

☐ Yes

☐ No

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



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

**7** Signature of vendor doing business with the governmental entity Date



## CONFLICT OF INTEREST QUESTIONNAIRE

### For vendor doing business with local governmental entity

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

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

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

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

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

\*\*\*

- (2) the vendor:

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

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

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

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

- (i) a contract between the local governmental entity and vendor has been executed; or
  - (ii) the local governmental entity is considering entering into a contract with the vendor.

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

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

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

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

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

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

- (1) the date that the vendor:

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

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

- (2) the date the vendor becomes aware:

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

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

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

Form

**W-9**(Rev. December 2011)  
Department of the Treasury  
Internal Revenue Service**Request for Taxpayer  
Identification Number and Certification****Give Form to the  
requester. Do not  
send to the IRS.**ABC Professional Tree Services, Inc.  
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☒ 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.)

201 Hunt Ridge Road, Ste. 201

City, state, and ZIP code

Webster, TX 77598

Requester's name and address (optional)

List account number(s) here (optional)

**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.

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

Social security number

Employer identification number

76-0686297

**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 ▶

03/21/2025

**General Instructions**

effectively connected income.

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

**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 is not subject to the withholding tax on foreign partners' share of

**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 <sup>1</sup>	Generally, exempt payees 1 through 7 <sup>2</sup>

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> 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](http://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](http://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](http://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 <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
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 <sup>1</sup> The actual owner <sup>1</sup>
5. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor <sup>4</sup>
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 <sup>4</sup>
9. Corporation or LLC electing corporate status on Form 9832 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

<sup>1</sup> 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.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> 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.

<sup>4</sup> 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](mailto: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](mailto:spam@uce.gov) or contact them at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 1-877-IDTHEFT (1-877-438-4338).

Visit [IRS.gov](http://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

ABC Professional  
Company Inc  
Services, Inc.

03/21/2025  
Date

**Exhibit 1**

ABC Professional Tree Services, Inc.

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 for the following designated circuits up to 25KV:

Item	UOM	Type of Service Requested	Circuit Total
<b>A</b>	<b>The lump-sum Bid:</b> 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	1221	\$126,639.00
2	LS	1222	\$159,683.92
3	LS	1223	\$43,975.20
4	LS	1224	\$66,295.41
<b>B</b>	<b>Tree Removal Rates:</b> 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	\$90.75



2	EA	> 6" - 12" Dbh	\$242.00
3	EA	> 12" - 18" Dbh	\$605.00
4	EA	> 18" Dbh	
5	EA	> 18-24" Dbh	\$790.13
6	EA	> 24-30" Dbh	\$1,100.00

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

<b>C</b>	<b>Herbicide Applications:</b> 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.	\$131.85
2	HR	Herbicide Spray Rig - rate to include all operational costs. (Operator, fuel, permits and maintenance)	\$214.50

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
<b>A</b>		<b>Aerial Lift Crew Rate:</b> Hourly labor and equipment for 55' minimum aerial 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)	\$158.50
2	HR	One Crew at Emergency hourly rate (with less than 8 hours notice)	\$196.70
<b>B</b>		<b>Trim and Brush Pick-up Rate:</b> 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	\$104.85
2	HR	One Crew at Overtime hourly rate	\$139.78
<b>C</b>		<b>Individual Labor and Equipment Rates:</b> Hourly labor or equipment rates as needed	
1	HR	General Foreman/ISA Certified Arborist- standard hourly rate	\$49.50

2	HR	General Foreman/ISA Certified Arborist- <b>overtime hourly rate</b>	\$74.25
3	HR	Foreman Tree Trimmer (climbing) - <b>standard hourly rate</b>	\$42.35
4	HR	Foreman Tree Trimmer (climbing)- <b>overtime hourly rate</b>	\$63.53
5	HR	Line Clearance Trainee or Groundman/Flagman - <b>standard hourly rate</b>	\$37.95
6	HR	Line Clearance Trainee or Groundman/Flagman - <b>overtime hourly rate</b>	\$56.93
7	HR	General Foreman Vehicle- <b>standard hourly rate</b>	\$19.53
8	HR	Equipment Operator (tractor) - <b>standard hourly rate</b>	\$42.35
9	HR	Equipment Operator (tractor) - <b>overtime hourly rate</b>	\$63.53
10	HR	Aerial Lift with dump bed and disc chipper 75 foot minimum working height and associated equipment.	\$41.80
11	HR	Chip Truck, 10 cubic yard covered dump body with disc chipper and associated equipment.	\$35.00
12	HR	Tractor, WD with bush hog and associated equipment.	\$82.50
13	HR	Chipper only (DISC only).	\$13.50
14	HR	Hydro Ax Tree Shredder - <b>Large</b> - rate to include all operational costs. (Operator, fuel, and maintenance)	\$450.00
15	HR	Hydro Ax Tree Shredder - <b>Small</b> - rate to include all operational costs. (Operator, fuel, and maintenance)	\$350.00
16	HR	Giraffe All-Terrain Tree Trimmer - rate to include all operational costs. (Operator, fuel, and maintenance)	\$285.30
17	HR	18 Wheel Tractor Trailer - rate to include all operational costs. (Operator, fuel, permits and maintenance)	\$158.50 \$185.00

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	\$90.75
2	EA	> 6" - 12" Dbh	\$242.00
3	EA	> 12" - 18" Dbh	\$605.00
4	EA	> 18" Dbh	
5	EA	> 18-24" Dbh	\$790.13
6	EA	> 24-30" Dbh	\$1,100.00

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

<b>E</b>	<b>Herbicide Applications:</b> 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.	\$131.85
2	HR	Herbicide Spray Rig - rate to include all operational costs. (Operator, fuel, permits and maintenance)	\$214.50

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
<b>A</b>		<b>Aerial Lift Crew Rate:</b> Hourly labor and equipment for 55' minimum aerial 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)	\$158.50
2	HR	One Crew at Emergency hourly rate (with less than 8 hours notice)	\$196.70
<b>B</b>		<b>Trim and Brush Pick-up Rate:</b> 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	\$104.85
2	HR	One Crew at Overtime hourly rate	\$139.78
<b>C</b>		<b>Individual Labor and Equipment Rates:</b> Hourly labor or equipment rates as needed	
1	HR	General Foreman/ISA Certified Arborist- standard hourly rate	\$49.50
2	HR	General Foreman/ISA Certified Arborist- overtime hourly rate	\$74.25
3	HR	Foreman Tree Trimmer (climbing) - standard hourly rate	\$42.35
4	HR	Foreman Tree Trimmer (climbing)- overtime hourly rate	\$63.53
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6	HR	Line Clearance Trainee or Groundman/Flagman - overtime hourly rate	\$56.93

7	HR	General Foreman Vehicle- <b>standard hourly rate</b>	\$19.53
8	HR	Equipment Operator (tractor) - <b>standard hourly rate</b>	\$42.35
9	HR	Equipment Operator (tractor) - <b>overtime hourly rate</b>	\$63.53
10	HR	Aerial Lift with dump bed and disc chipper 75 foot minimum working height and associated equipment.	\$41.80
11	HR	Chip Truck, 10 cubic yard covered dump body with disc chipper and associated equipment.	\$35.00
12	HR	Tractor, WD with bush hog and associated equipment.	\$82.50
13	HR	Chipper only (DISC only).	\$13.50
14	HR	Hydro Ax Tree Shredder - <b>Large</b> - rate to include all operational costs. (Operator, fuel, and maintenance)	\$450.00
15	HR	Hydro Ax Tree Shredder - <b>Small</b> - rate to include all operational costs. (Operator, fuel, and maintenance)	\$350.00
16	HR	Giraffe All-Terrain Tree Trimmer - rate to include all operational costs. (Operator, fuel, and maintenance)	\$285.30
17	HR	18 Wheel Tractor Trailer - rate to include all operational costs. (Operator, fuel, permits and maintenance)	\$185.00

**D**

**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	\$90.75
2	EA	> 6" - 12" Dbh	\$242.00
3	EA	> 12" - 18" Dbh	\$605.00
4	EA	> 18" Dbh	
5	EA	> 18-24" Dbh	\$790.13
6	EA	> 24-30" Dbh	\$1,100.00

\* 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.	\$131.85

2	HR	Herbicide Spray Rig - rate to include all operational costs. (Operator, fuel, permits and maintenance)	\$214.50
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PRICES SHALL INCLUDE DELIVERY, FOB DESTINATION

## Exhibit 2

ABC Professional Tree Services, Inc.  
Proposer's Name: \_\_\_\_\_

### DESIGNATED CIRCUIT TRIMMING: Site Drawings

1	Circuit # 1221
2	Circuit # 1222
3	Circuit # 1223
4	Circuit # 1224
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.

Payment Terms	Additional Discount %
Invoice Paid in 20 days	0
Invoice Paid in 15 days	0
Invoice Paid in 10 days	0

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.

**SERVICES AGREEMENT**  
**(SMALL CONTRACT, NOT FOR ARCHITECT OR ENGINEER)**

This Agreement for \_\_\_\_\_ Services (this "Agreement") is made and entered into by and between the **City of Sanger Texas**, a home-rule Texas Municipal Corporation ("the City") and \_\_\_\_\_ ("Contractor"), a \_\_\_\_\_ located at \_\_\_\_\_ (collectively, "the Parties").

WITNESSETH:

NOW, THEREFORE, in consideration of the promises and mutual covenants and agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Contractor and the City, agree as follows:

1. Scope of Services. Contractor shall undertake and complete the following services as more specifically described in the document attached hereto and incorporated herein by reference as Exhibit A ("the Services"):

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2. Commencement and Completion of Services. Contractor shall begin Services immediately upon receipt of a fully executed copy of this Agreement. Contractor shall complete the Services by the following date unless such date is otherwise extended pursuant to the terms of this Agreement: \_\_\_\_\_.

3. Term. This Agreement shall be for a term ("the Initial Term") beginning on the Effective Date entered below and ending on the earlier of: a) (if applicable) the date all of the Services are complete, the Compensation has been fully paid, the warranty period has expired, and any warranty work required has been completed and accepted by the City; or b) year(s) from the Effective Date. Either Party may extend the Initial Term for an additional period of \_\_\_\_\_ year(s) by notifying the other Party in writing of its request to extend the term, such notice being sent at least sixty (60) days prior to the end of the Initial Term. The Party receiving the request for extension may reject the extension by notifying the requesting Party in writing of its rejection of the requested extension, such notice being sent at least thirty (30) days prior to the end of the Initial Term.

4. Compensation. In consideration for the Services performed by Contractor, the City agrees to pay Contractor in the amounts and manner indicated on the document attached hereto and incorporated herein as Exhibit "B", provided that the total amount for services under this Agreement shall not exceed \_\_\_\_\_ Dollars (\$\_\_\_\_\_). The City shall pay properly invoiced amounts for Services

performed within thirty (30) days of receipt of the invoice, except where the City has raised an objection to the invoice.

5. **WARRANTY AND DEGREE OF CARE.** CONTRACTOR WARRANTS THE MATERIALS USED SHALL BE FREE OF DEFECT OR FAILURE FOR A PERIOD OF AT LEAST ONE YEAR FROM THE DATE OF COMPLETION OF THE SERVICES AND THAT ALL SERVICES PROVIDED BY CONTRACTOR SHALL BE PERFORMED IN A GOOD AND WORKMANLIKE MANNER IN ACCORDANCE WITH THE SPECIFICATIONS OF THIS AGREEMENT AND IN ACCORDANCE WITH THE DEGREE OF CARE AND SKILL ORDINARILY EXERCISED UNDER SIMILAR CIRCUMSTANCES BY COMPETENT CONTRACTORS IN TEXAS APPLICABLE TO THE TYPE OF SERVICES CONTEMPLATED HEREUNDER. IN THE EVENT ANY DEFECT IS DISCOVERED OR DEVELOPS IN MATERIALS PROVIDED BY CONTRACTOR OR WORK PERFORMED BY CONTRACTOR WITHIN ONE YEAR AFTER COMPLETION OF THE SERVICES, CONTRACTOR WILL REPAIR OR REPLACE ANY SUCH MATERIALS OR WORK SO THAT IT IS NOT DEFECTIVE AND MEETS THE REQUIREMENTS OF THIS AGREEMENT.

6. **Confidentiality and Ownership of Documents.** Contractor shall keep confidential information and documents provided by the City confidential and shall not release them without the consent of the City. Upon completion of Services and payment of the Compensation owed, all documents created for the City pursuant to this Agreement shall be the property of the City and shall be provided to the City by Contractor.

7. **Insurance.** Contractor shall procure, at its own expense, general liability insurance with a minimum per occurrence limit of one million dollars (\$1,000,000.00) and additional coverage sufficient to cover the Services being provided under this Agreement as determined by the City. Contractor shall provide the City with written notice of any coverage limit change on the insurance. Contractor shall provide the City with proof of insurance required hereunder. The City shall be named as an additional insured on the policy.

**INDEMNIFICATION.** CONTRACTOR SHALL INDEMNIFY, DEFEND, SAVE AND HOLD HARMLESS THE CITY AND ITS OFFICERS, EMPLOYEES AND AGENTS FROM AND AGAINST ALL CAUSES OF ACTION, FINES, JUDGMENTS, LOSSES, CLAIMS, DAMAGES, LIABILITIES, COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES AND EXPENSES, JOINT OR SEVERAL, WHETHER THEY BE FOR PERSONAL INJURY OR PROPERTY DAMAGE OR ANY OTHER TYPE OF CLAIM, WHICH MAY BE ASSERTED AGAINST ANY OF THEM ARISING OUT OF OR RELATED TO (I)



**ANY ACTION BY CONTRACTOR OR ITS AGENTS IN THE CARRYING OUT OF THE SERVICES DURING THE TERM OF THIS AGREEMENT; (II) THE NEGLIGENCE OR WILLFUL OR**

**WANTON MISCONDUCT OF CONTRACTOR OR ITS AGENTS; (III) ANY VIOLATION OF ANY REQUIREMENT APPLICABLE TO CONTRACTOR OR ITS AGENTS UNDER ANY FEDERAL, STATE, OR LOCAL LAW OR REGULATION,**

**(IV) THE FAILURE OF CONTRACTOR TO PERFORM SPECIFIED DUTIES UNDER THIS AGREEMENT, OR (V) THE BREACH OF THIS AGREEMENT BY CONTRACTOR, EXCEPT IN EACH CASE TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL OR WANTON MISCONDUCT OF THE CITY. 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 AND WILL NOT BE LIMITED BY COMPARATIVE NEGLIGENCE STATUTES. THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.**

8. Termination. Either Party may terminate this Agreement by providing sixty (60) days written notice to the other Party.

9. Non-Discrimination. Contractor hereby agrees to refrain from any activity in the performance of this Agreement that discriminates against any person or persons based upon race, color, creed, national origin, religion, sex, or communicable disease, in accordance with present federal and state laws.

10. Independent Contractor. Contractor shall be fully responsible for its employees, including meeting all state and federal requirements for minimum wage, income tax withholding, workers' compensation, insurance, and all city, state, and federal requirements governing employer/employee relations. Contractor hereby certifies that it shall be and is in compliance with all such regulations, laws and requirements.

11. No Third Pary Benefit. Nothing herein expressed or implied is intended, or shall be construed, to confer upon or give to any person or entity, other than the parties, any right or remedy under or by reason of this Agreement.

12. HB 89 and SB 252 Certifications. If this Agreement provides for payment to Contractor of over \$100,000, Contractor hereby certifies that Contractor does not and will not boycott Israel during the term of this Agreement in accordance with Chapter 2270, Texas Government Code.

13. Does not do business with terrorist. Contractor hereby certifies that the Contractor is not included on the website of the Texas Comptroller for entities doing business with foreign terrorist organizations pursuant to Chapter 2252, Texas Government Code.

14. Conflicts of Interest. By signature of this Agreement, Contractor 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. Contractor 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. Contractor warrants that it has submitted to CITY a completed Conflicts of Interest Questionnaire as required by Chapter 176 of the Texas Local Government Code.

15. **Government Code Chapter 2274 Certification**

If this Agreement provides for payment to Contractor of over \$100,000 and if Contractor employs ten or more people full-time, then Contractor, by signing below, certifies that: Contractor does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, and Contractor will not discriminate during the term of this Agreement against a firearm entity or firearm trade association as those terms are defined in Texas Government Code, Chapter 2274.

16. Contractor will not discriminate during the term of this Agreement any entity or firm involved in the oil and gas industry pursuant to SB13.

17. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Texas as to all matters, including but not limited to matters of validity, construction, effect and performance, without regard to conflict of law principles. All actions regarding this Agreement shall be in a court of competent subject matter jurisdiction \_\_\_\_\_, Texas.

18. Severability. If any clause or provision of this Agreement is held invalid, illegal or unenforceable under present or future federal, state or local laws, including but not limited to the City Code of the City, then and in that event it is the intention of the parties hereto that such invalidity, illegality or unenforceability shall not affect any other clause or provision hereof and that the remainder of this Agreement shall be construed as if such invalid, illegal, or unenforceable clause or provision was never contained herein.

19. 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 case of the City, to:

City of Sanger  
 Attention: John Noblitt, City Manager  
 P.O. Box 1729  
 Sanger, TX 76266  
 With courtesy copy email to: [jnoblitt@sangertexas.org](mailto:jnoblitt@sangertexas.org)

In case of Contractor, to:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

With courtesy copy email to: \_\_\_\_\_

20. Entire Agreement. This Agreement and its exhibits contain the entire agreement between the parties with respect to the subject matter hereof and supersede any and all other discussions, agreements and understandings, either oral or written, between the parties with respect to the subject matter hereof.

21. Amendment. No amendment to this Agreement shall be effective unless in writing signed by both parties.

22. Compliance with Laws. Contractor shall comply with all applicable federal, state, and local laws applicable to the services to be performed under this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed in duplicate originals and effective as of the \_\_ day of \_\_\_\_\_, 202\_\_.

CONTRACTOR:

\_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

THE CITY OF SANGER

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT LIST:**

**EXHIBIT “A” – SCOPE OF SERVICES**

**EXHIBIT “B” – PRICING**

# CITY OF SANGER MARCH 2025 REPORT

CHERYL BROCK – MUNICIPAL SERVICES MGR  
CHUCK ZHOU – GENERAL MANAGER



# COLLECTION TONNAGE

SANGER - RESI TRASH COLLECTED 2025 (TONS)														
	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL	AVG
Residential	248.70	221.04	235.25										704.99	235.00
Brush/Bulk	49.10	98.41	135.70										283.21	94.40
Trash Total	297.80	319.45	370.95										988.20	329.40
SANGER - RESI RECYCLE COLLECTED 2025 (TONS)														
	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL	AVG
Residential SSR	83.94	51.85	47.37										183.16	61.05
SANGER - TOTAL MATERIAL COLLECTED 2025 (TONS)														
	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL	AVG
Total All Services	381.74	371.30	418.32										1,171.36	390.45
SANGER - DIVERSION RATE 2025														
	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL	AVG
Residential SSR	25.2%	19.0%	16.8%										N/A	20.3%



# COLLECTION TONNAGE

## SANGER - INDUSTRIAL & COMMERCIAL TRASH COLLECTED 2025 (TONS)

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL	AVG
Industrial Trash	197.64	197.03	216.58										611.25	203.75
Commercial Trash	249.06	297.00	199.38										745.44	248.48
Trash Total	446.70	494.03	415.96										1,356.69	452.23

## SANGER - INDUSTRIAL RECYCLING COLLECTED 2025 (TONS)

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL	AVG
Industrial Recycle	0.00	0.00	0.00										0.00	0.00

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL	AVG
Total All Services	446.70	494.03	415.96										1,356.69	452.23

## SANGER -INDUSTRIAL DIVERSION RATE 2025

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL	AVG
Comm & Industrial SSR	0.00%	0.00%	0.00%										N/A	0.0%



# PARTICIPATION SERVICES

Item 10.

SANGER - RESIDENTIAL RECYCLE PARTICIPATION RATES 2025													
Participation	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	AVG
# Households	3,317	3,322	3,329										3323
Servicable Households	3,317	3,322	3,329										3323
SSR Participation	25.23%	19.00%	16.76%										20.33%
SSR Set Outs	837	631	558										675
SANGER - OTHER INFORMATION 2025													
CONTAINERS	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
Container Deliveries	13	18	22										53
Repair	0	0	0										0
Remove Container	0	0	0										0
Exchange Container	0	0	0										0
SERVICES													
Code Red	0	0	0										0
Routes Incomplete	0	0	0										0
Special Bulk Pickup	0	0	0										0
Illegal Dumps	0	0	0										0
TOTAL	0	0	0										0

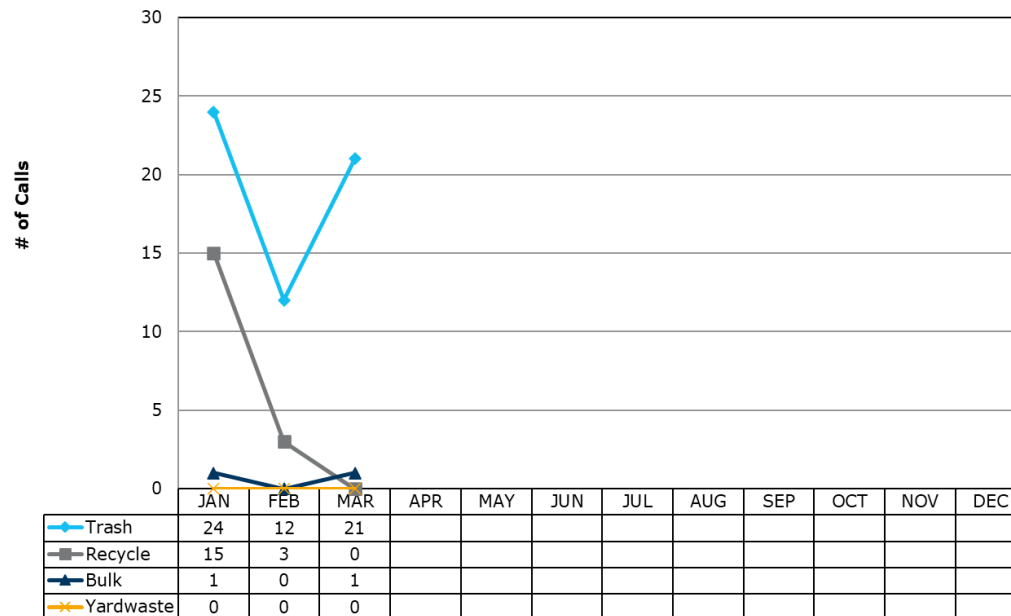


# RELIABLE SERVICES

SANGER - MISSED SERVICES 2025

Service Activity	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL	AVG
Trash - Missed Service	24	12	21										57	19
Recycle - Missed Service	15	3	0										18	6
Bulk - Missed Service	1	0	1										2	1
Yardwaste- Missed Service	0	0	0										0	0
Service Activity Total	40	15	22										77	26

SANGER - MISSED SERVICES MONTHLY



It is the policy of Republic Services that if a customer perceives that we missed a collection component, we return for collection and do not question the missed service.

# SAFETY - OUR # 1 GOAL

Item 10.

SANGER - SAFETY RECORD 2025													
Service Activity	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
Property Damage	0	0	0										0
Motor Vehicle Accidents	0	0	0										0
Moving Violations	0	0	0										0
Personal Injury Claims	0	0	0										0
TOTAL	0	0	0										0

Nothing is more important than safety, and no job is so urgent that we cannot take the time to do it safely. The very nature of what we do requires us to be uncompromising on safety, beginning with our employees and extending to our customers and into the communities we serve. Simply, a sustainable planet is only possible if everyone works and lives together... safely.

# MATERIALS DIVERTED

SANGER - RESOURCES DIVERTED FROM LANDFILL 2025 (TONS)														
MATERIALS	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL	AVG
Mixed Paper	10.69	6.65	6.11										23.45	4.69
ALUMINUM	9.38	6.04	5.17										20.59	7.34
GLASS - MIXED	7.56	5.24	4.29										17.09	6.28
PLASTIC - MIXED	9.65	5.15	5.23										20.03	6.19
TIN	6.15	3.11	3.04										12.30	5.39
CARDBOARD	14.81	10.49	10.03										35.33	7.94
SCRAP METAL	4.65	2.53	2.27										9.45	7.46
RESIDUAL	21.05	12.64	11.23										44.92	14.97
TOTAL RECYCLABLES	83.94	51.85	47.37										135.79	61.05

