NOTICE OF REGULAR MEETING AGENDA
LANCASTER CITY COUNCIL
MUNICIPAL CENTER CITY COUNCIL CHAMBERS
211 N. HENRY STREET, LANCASTER, TEXAS

Monday, June 13, 2022 - 7:00 PM

While one or more City Council Members may be present via video or audio link, a quorum of the City Council will be at the Municipal Center-City Council Chambers, as required by the Texas Open Meetings Act.

Please click the link below for forms:
https://www.lancaster-tx.com/1413/Notice-Regarding-Public-Participation

Please click the link below to join the webinar:
https://us02web.zoom.us/meeting/register/tZAscemqpj4qE9KC6GYFjW8g5_91yS0XD6xM

The meeting will be broadcast live via video at the following address:
http://www.lancaster-tx.com/324/Watch-Meetings

7:00 P.M. REGULAR MEETING:

CALL TO ORDER

INVOCATION: Ministerial Alliance

PLEDGE OF ALLEGIANCE: Councilmember Mitchell Cheatham

RECOGNITION: American Heart Association

PROCLAMATION: Juneteenth

PUBLIC TESTIMONY/CITIZENS COMMENTS:
At this time, citizens who have pre-registered before the call to order will be allowed to speak on any matter for a length of time not to exceed three minutes. No Council action or discussion may take place on a matter until such matter has been placed on an agenda and posted in accordance with law. Anyone desiring to speak on an item scheduled for a public hearing is requested to hold their comments until the public hearing on that item.

CONSENT AGENDA:
Items listed under the consent agenda are considered routine and are generally enacted in one motion. The exception to this rule is that a Council Member may request one or more items to be removed from the consent agenda for separate discussion and action.

1. Consider approval of minutes from the City Council Regular Meeting held on April 11, 2022, City Council Special Meeting held on April 18, 2022, City Council Regular Meeting held on May 9, 2022 and City Council Special Meeting held on May 16, 2022.

2. Consider a resolution authorizing the award of bid Requests For Proposal (RFP) 2022-08 to Urban Landscaping & Irrigation, for the purpose of Landscape & Irrigation Maintenance at Houston School Road / University Hills Boulevard at Interstate 20 and Dallas Avenue from Cedardale Road to Oak Street in an amount not to exceed one hundred forty-five thousand two hundred dollars and zero cents ($145,200.00).

3. Consider a resolution authorizing the award of requests for proposal (RFP) 2022-07 to Atkins Bros. Equip. Co., Inc.as the primary contractor and QKB Inc. as the secondary contractor for the purpose of water & wastewater repair & replacements within the City of Lancaster consistent with the prices submitted in (RFP) 2022-07.

4. Consider a resolution approving the terms and conditions of an agreement with Reynolds Asphalt & Construction Company for the reconstruction of a portion of Wintergreen Road between Telephone Road and Dallas Avenue in an amount not to exceed one million fifty-nine thousand twelve dollars and zero cents ($1,059,012.00).

5. Consider a resolution approving the terms and conditions of an agreement with Reynolds Asphalt Company for the reconstruction of a portion of Bear Creek Road between Bluegrove Road and State Highway 342 in an amount not to exceed one million two hundred ninety-one thousand four hundred twenty-seven dollars and fifty cents ($1,291,427.50).

6. Consider a resolution authorizing the award of requests for proposal (RFP) 2022-06 to Reynolds Asphalt & Construction Company for the purpose of resurfacing and repairing asphalt roadways within the City of Lancaster consistent with the prices submitted in (RFP) 2022-06.

ACTION:

7. Discuss and consider a resolution of the city council of the City of Lancaster, Texas suspending the June 17, 2022, effective date of Oncor electric delivery company’s requested rate change to permit the city time to study the request and to establish reasonable rates; approving cooperation with the steering committee of cities served by Oncor to hire legal and consulting services and to negotiate with the company and direct any necessary litigation and appeals; finding that the meeting at which this resolution is passed is open to the public as required by law; requiring notice of this resolution to the company and legal counsel for the steering committee.

8. Discuss and consider a resolution authorizing the submission of applications to Dallas County for funding under the Fiscal Year 2022 United States Department of Housing and Urban Community Development (HUD), Community Development Block Grant (CDBG) Program for reconstruction of existing roadways.

9. M22-16 Discuss and consider a resolution accepting two water easements, a 300 square feet or .007 acre and a 440 square feet or 0.010 acre easement from CP Lancaster Lan, LP (Grantor) to the City of Lancaster, Texas (Grantee) for the purpose of construction, maintenance and operation of water lines and any appurtenances related thereto to provide a connection to the City water system; establishing conditions, providing for the furnishing of certified copy of this resolution for recording in the property records of Dallas County, Texas as a deed.

10. Discuss and consider appointment of City Council liaisons to City Boards and Commissions.

11. Reading of a notice of censure against Councilmember Strain-Burk; the Councilmember's response; and consideration of whether good cause exists to set a formal hearing on the merits of the notice.

ADJOURNMENT

EXECUTIVE SESSION: The City Council reserves the right to convene into executive session on any posted agenda item pursuant to Section 551.071(2) of the Texas Government Code to seek legal advice concerning such subject.

ACCESSIBILITY STATEMENT: Meetings of the City Council are held in municipal facilities that are wheelchair-accessible. For sign interpretive services, call the City Secretary's office, 972-218-1311, or TDD 1-800-735-2989, at least 72 hours prior to the meeting. Reasonable accommodation will be made to assist your needs.

PURSUANT TO SECTION 30.06 PENAL CODE (TRESPASS BY HOLDER WITH A CONCEALED HANDGUN), A PERSON LICENSED UNDER SUBCHAPTER H, CHAPTER 411, GOVERNMENT CODE (HANDGUN LICENSING LAW), MAY NOT ENTER THIS PROPERTY WITH A CONCEALED HANDGUN.

CONFORME A LA SECCION 30.06 DEL CODIGO PENAL (TRASPASAR PORTANDO ARMAS DE FUEGO CON LICENCIA) PERSONAS CON LICENCIA BAJO DEL SUB-CAPITULO 411, CODIGO DEL GOBIERNO (LEY DE PORTAR ARMAS), NO DEBEN ENTRAR A ESTA PROPIEDAD PORTANDO UN ARMA DE FUEGO OCULTADA.

PURSUANT TO SECTION 30.07 PENAL CODE (TRESPASS BY HOLDER WITH AN OPENLY CARRIED HANDGUN), A PERSON LICENSED UNDER SUBCHAPTER H, CHAPTER 411, GOVERNMENT CODE (HANDGUN LICENSING LAW), MAY NOT ENTER THIS PROPERTY WITH A HANDGUN THAT IS CARRIED OPENLY.

CONFORME A LA SECCION 30.07 DEL CODIGO PENAL (TRASPASAR PORTANDO ARMAS DE FUEGO AL AIRE LIBRE CON LICENCIA) PERSONAS CON LICENCIA BAJO DEL SUB-CAPITULO H, CAPITULO 411, CODIGO DE GOBIERNO (LEY DE PORTAR ARMAS), NO DEBEN ENTRAR A ESTA PROPIEDAD PORTANDO UN ARMA DE FUEGO AL AIRE LIBRE.

Certificate

I hereby certify the above Notice of Meeting was posted at Lancaster City Hall on June 10, 2022, @ 6:00 p.m. and copies thereof were provided to the Mayor, Mayor Pro-Tempore, Deputy Mayor Pro-Tempore and Council members.

Carey D. Neal, Jr.

Assistant City Manager

CITY OF LANCASTER CITY COUNCIL

City Council Regular Meeting **1.**

Meeting Date: 06/13/2022

Policy Statement: This request supports the City Council 2021-2022 Policy Agenda

Goal(s): Financially Sound Government
Healthy, Safe & Engaged Community
Sound Infrastructure
Quality Development
Professional and Committed City Workforce

Submitted by: Sorangel O. Arenas, City Secretary

Agenda Caption:

Consider approval of minutes from the City Council Regular Meeting held on April 11, 2022, City Council Special Meeting held on April 18, 2022, City Council Regular Meeting held on May 9, 2022 and City Council Special Meeting held on May 16, 2022.

Background:

Attached for your review and consideration are minutes from the City Council Regular Meeting held on April 11, 2022, City Council Special Meeting held on April 18, 2022, City Council Regular Meeting held on May 9, 2022 and City Council Special Meeting held on May 16, 2022.

Attachments

April 11, 2022 Draft Minutes
April 18, 2022 Draft Minutes
May 9, 2022 Draft Minutes
May 16, 2022 Draft Minutes

MINUTES

LANCASTER CITY COUNCIL REGULAR MEETING OF APRIL 11, 2022

The City Council of the City of Lancaster, Texas, met in a called Regular Meeting in the Council Chambers of City Hall on April 11, 2022, at 7:00 p.m. with a quorum present to-wit:

Councilmembers Present (City Hall & Zoom):
Mayor Clyde C. Hairston
Carol Strain-Burk
Deputy Mayor Pro-Tem Stanley M. Jaglowski
Marco Mejia
Keithsha C. Wheaton
Mayor Pro-Tem Racheal Hill (Zoom)
Betty Gooden-Davis

City Staff Present (City Hall):
Opal Mauldin-Jones, City Manager
Sorangel O. Arenas, City Secretary
Andrew Waits, Director of Public Works
Carey Neal, Assistant City Manager
Chris Youngman, Emergency Management Chief
Dori Lee, Director of Human Resources
Jermaine Sapp, Director of Equipment and Facility Services
Kenneth Johnson, Fire Chief
Lisa Wube, Director of Parks and Recreation
Mike Delmore, Director of Finance
Sam Urbanski, Police Chief
Shane Shepard, Director of Economic Development
Vicki Coleman, Director of Development Services
Cynthia Smith, Admin & Community Relations Supervisor
Keturah Barnett, Assistant to the City Manager
Nathaniel Johnson, Management Fellow
Scott Finley, Communications and Public Relations Coordinator
David T. Ritter, City Attorney
Ron Gleaves, IT Manager
Kellen Benbrook, Airport Manager

Call to Order:
Mayor Hairston called the meeting to order at 7:02 p.m. on April 11, 2022.

Invocation:
Bishop Clyde C. Hairston, Miracle Temple Fellowship Church gave the invocation.

Pledge of Allegiance:
Deputy Mayor Pro-Tem Stanley Jaglowski led the pledge of allegiance.

Proclamations:
Mayor Hairston read the National Public Safety Telecommunication Week and Municipal Clerks Week Proclamations.

Public Testimony/Citizen's Comments:
Dori Lee, 211 N. Henry St., shared employee recognition. In regards to the Employee Brag for Hector Marin, Fire Plans Examiner. He received compliments from Brittney Curtis on his helpful customer service, communication and respectfulness.

A second Employee Brag was shared by Dori Lee from LaJuana D. Barton, Chief of Staff, Office of Senator Royce West thanks Team Lancaster for all that was done for the Mayors and City Managers breakfast. LaJuana D. Barton, commended Africa McDaniel, Executive Assistant to the City Manager and Cynthia Smith, Administrative & Community Relations Supervisor, for their great representation in the Mayors and City Managers breakfast and service for the City of Lancaster.

Willard D. Coleman, 2155 S, Beckley Rd., shared his retirement from wrestling.

Sylvia Stevenson, 932 S Pepperidge Dr. had questions regarding plans on fixing Pepperidge Drive, other roads and sidewalks. Also, asked if there are any plans on adding stores in the City of Lancaster.

Consent:

1. **Consider approval of minutes from the City Council Regular Meetings held on January 24, 2022, February 14, 2022, and February 28, 2022.**

2. **Consider an Ordinance acknowledging the Regional Transportation Council (RTC) of the North Central Texas Council of Governments (NCTCOG) by the revisions to prior resolutions supporting locally enforced motor vehicle idling restrictions adopted by RTC Resolution (R21-06); reaffirming the City of Lancaster's compliance with the previously adopted clean fleet policy which affirms that the City's existing motor vehicle idling restrictions are in compliance with the updated RTC resolution.**

3. **Consider a Resolution approving the terms and conditions of an agreement with C&M Concrete for the repair of alleys behind 1023 Westover Drive, 502 Ash Street and 904 Trinity Drive in an amount not to exceed ninety-four thousand fifty-two dollars and seventeen cents ($94,052.17).**

4. **Consider a Resolution approving the terms and conditions of a lease agreement and amendment with PNC Equipment Finance, LLC for the lease of equipment from E-Z-GO® for golf cart equipment through an Interlocal Agreement with BuyBoard for an amount not to exceed four hundred forty thousand, three hundred-seventy dollars ($440,370.00).**

5. **Consider an Ordinance amending Chapter 14 of the City Code of Ordinances "Offenses and Additional Provisions" by Amending Article 14.10 Abandoned or Junked Vehicles.**

MOTION: Deputy Mayor Pro-Tem Jaglowski made a motion, seconded by Councilmember Gooden-Davis to approve consent items C1- C5. The vote was cast 7 for, 0 against.

MOTION: Deputy Mayor Pro-Tem Jaglowski made a motion, seconded by Councilmember Gooden-Davis to adjourn. The vote was cast 7 for, 0 against.

The meeting was adjourned at 7:24 p.m.

ATTEST: **APPROVED:**

Sorangel O. Arenas, City Secretary

Clyde C. Hairston, Mayor

MINUTES

LANCASTER CITY COUNCIL SPECIAL MEETING AND WORK SESSION OF APRIL 18, 2022.

The City Council of the City of Lancaster, Texas, met in a called Regular Meeting in the Council Chambers of City Hall on April 18, 2022, at 7:00 p.m. with a quorum present to-wit:

Councilmembers Present (City Hall & Zoom):
Mayor Clyde C. Hairston
Carol Strain Burk
Deputy Mayor Pro-Tem Stanley M. Jaglowski
Marco Mejia
Keithsha C. Wheaton
Mayor Pro-Tem Racheal Hill
Betty Gooden-Davis

City Staff Present (City Hall & Zoom):
Opal Mauldin-Jones, City Manager
Andrew Waits, Director of Public Works
Carey Neal, Assistant City Manager
Cheryl Womble, Purchase Director
Chris Youngman, Emergency Management Chief
Dori Lee, Director of Human Resources
Jermaine Sapp, Director of Equipment and Facility Services
Lisa Wube, Director of Park and Recreation
Mike Delmore, Director of Finance
Sam Urbanski, Police Chief
Shane Shepard, Director of Economic Development
Vicki Coleman, Director of Development Services
Crystal Cloud, Utility Billing Manager
Keturah Barnett, Assistant to the City Manager
Ron Gleaves, IT Manager
David T. Ritter, City Attorney
Sorangel O. Arenas, City Secretary

Call to Order:
Mayor Hairston called the special meeting to order at 7:02 p.m. on April 18, 2022.

Public Testimony/Citizen's Comments:
Benjamin Danley 2213 Bruce Dr., Mr. Danley asked about property taxes paid on leased vehicles. Mr. Danley stated he paid his taxes when he leased the vehicle in the beginning. Wanted to see if we can eliminate this tax requirement.

Consent

1. Consider a Resolution amending Resolution 2021-12-07 authorizing the award of RFP 2021- 41 to BKD LLP for audit services for Fiscal Years 2022 - 2024.

MOTION: Deputy Mayor Pro-Tem Jaglowski made a motion, seconded by Councilmember Strain-Burk to approve consent agenda item number C1. The vote was cast 7 for, 0 against.

MOTION: Deputy Mayor Pro-Tem Jaglowski made a motion, seconded by Councilmember Strain-Burk to adjourn special meeting. The vote was cast 7 for, 0 against.

The meeting was adjourned at 7:06 p.m.

ATTEST: **APPROVED:**

_____ _____

Sorangel O. Arenas, City Secretary Clyde C. Hairston, Mayor

MINUTES

LANCASTER CITY COUNCIL REGULAR MEETING OF MAY 9, 2022

The City Council of the City of Lancaster, Texas, met in a called Regular Meeting in the Council Chambers of City Hall on May 9, 2022, at 7:00 p.m. with a quorum present to-wit:

Councilmembers Present (City Hall & Zoom):
Mayor Clyde C. Hairston
Carol Strain-Burk
Deputy Mayor Pro-Tem Stanley M. Jaglowski
Keithsha C. Wheaton
Mayor Pro-Tem Racheal Hill
Betty Gooden-Davis

Councilmembers Absent:
Marco Mejia

City Staff Present (City Hall & Zoom):
Opal Mauldin-Jones, City Manager
Sorangel O. Arenas, City Secretary
Andrew Waits, Director of Public Works
Carey Neal, Assistant City Manager
Chris Youngman, Emergency Management Chief
Dori Lee, Director of Human Resources
Kenneth Johnson, Fire Chief
Lisa Wube, Director of Parks and Recreation
Mike Delmore, Director of Finance
Sam Urbanski, Police Chief
Shane Shepard, Director of Economic Development
Vicki Coleman, Director of Development Services
Keturah Barnett, Assistant to the City Manager
Nathaniel Johnson, Management Fellow
Scott Finley, Communications and Public Relations Coordinator
David T. Ritter, City Attorney
Ron Gleaves, IT Manager
James Maeland, Detective
Jennifer Avila, Deputy City Secretary
Fire Department Team

Call to Order:
Mayor Hairston called the meeting to order at 7:00 p.m. on May 9, 2022.

Invocation:
Pastor David Diggles, S.O.W. Life Changing Ministries gave the invocation.

Pledge of Allegiance:
Councilmember Keithsha Wheaton led the pledge of allegiance.

Proclamations:
Mayor Hairston read the National Public Works Week and National EMS Week Proclamations.

Public Testimony/Citizen's Comments:
Opal Mauldin-Jones, City Manager, 211 N. Henry St., introducing Kenneth Johnson, Fire Chief, Ellen Clark, Chair of Friends of Lancaster Fire & Police and Al Hernandez, Manager. Public Affairs of Atmos Energy Corporation to make a presentation. Atmos Energy donated $20,000 dollars to the Lancaster Fire Department for new safety equipment. Friends of Lancaster Fire & Police is proud to serve the Fire & Police department of the City of Lancaster.

Wanda Willis, 1335 Roan Dr., shared her concerns on the traffic on Wintergreen Rd and fixing the potholes on Wintergreen Rd to N. Dallas Ave.

Willard D. Coleman, 2155 S. Beckley Rd., shared his concerns on the safety in his father's neighborhood. David T. Ritter, City Attorney advised City Council regarding Willard D. Coleman concerns.

Consent:

1. **Consider approval of minutes from the City Council Joint Special Meeting held on March 8, 2022, City Council Regular Meeting held on March 14, 2022, and City Council Special Meeting held on March 28, 2022.**

MOTION: Councilmember Strain-Burk made a motion, seconded by Councilmember Gooden-Davis to approve consent item C1. The vote was cast 6 for, 0 against [Mejia absent].

Public Hearing:

2. **Z22-07 Conduct a public hearing and consider an ordinance rezoning a 1.98 acre tract from Agricultural Open (A-O) to Single Family-Estate (SF-E) Residential. The property is addressed as 1533 Raintree Drive. It is further described as a tract of land situated in Volume 85227, Page 5467 in the City of Lancaster, Dallas County, Texas.**

City Manager Mauldin-Jones shared this is a request to rezone the subject property tract from Agricultural Open (A-O) to Single-Family Estate Residential (SF-2). The current zoning only allows for agricultural uses and a Single-Family dwelling on five (5) acres or more. SF-E zoning would allow one (1) dwelling unit per acre. The applicant is requesting to rezone for the purpose of constructing a Single-Family dwelling unit on the property. The Comprehensive Plan Future Land Use Map designates this area as Rural Living. The notice was posted in the Focus Daily Newspaper on April 24, 2022, and property owners within 200 feet of the subject site were notified. On April 5, 2022 the Planning and Zoning Commission recommended approval of the request. Staff concurs with the Planning and Zoning Commission recommendation.

Mayor Hairston opened the public hearing.

There were no speakers.

MOTION: Deputy Mayor Pro-Tem Jaglowski made a motion, seconded by Councilmember Strain-Burk to close public hearing. The vote was cast 6 for, 0 against. [Mejia absent]

MOTION: Councilmember Strain-Burk made a motion, seconded by Mayor Pro-Tem Hill to approve item 2. The vote was cast 6 for, 0 against. [Mejia absent]

Public Hearing:

3. **Conduct a public hearing and consider a resolution approving the 2022 Standards of Care for Youth Programs operated by the City of Lancaster Parks and Recreation Department.**

City Manager Mauldin-Jones shared this item is to conduct a public hearing for the Standards of Care for Youth Programs operated by the City of Lancaster Parks and Recreation Department. Chapter 42 of the Human Resources Code, for the State of Texas requires and regulates that child-care agencies put in place a Youth Standards of Care in order to operate services that are provided to our residents. The Youth Standards of Care had been in place, we had suspended our services during the COVID-19 period for 2020 and 2021 to reduce the spread of COVID-19. With reimplementing our programs, it is necessary for Council to conduct a public hearing and consider adoption of our Standard of Care. The Lancaster Recreation Development Corporation Board members conducted their public hearing and are recommending approval of the Standards of Care as they have been presented. Staff concurs with the Lancaster Recreation Development Corporation recommendation.

Mayor Hairston opened the public hearing.

There were no speakers.

MOTION: Deputy Mayor Pro-Tem Jaglowski made a motion, seconded by Mayor Pro-Tem Hill to close public hearing. The vote was cast 6 for, 0 against. [Mejia absent]

MOTION: Mayor Pro-Tem Hill made a motion, seconded by Councilmember Gooden-Davis to approve item 3. The vote was cast 6 for, 0 against. [Mejia absent]

Action:

4. **Discuss and consider a resolution ratifying the terms and conditions of a contract by and between the Lancaster Economic Development Corporation, ("LEDC") approving an agreement with HMWK, LLC for state government affairs and tax policy services in an amount not to exceed one hundred twenty-five thousand, five hundred dollars ($125,500) from funds collected from the ¼ of 1 percent additional sales and use tax.**

City Manager Mauldin-Jones shared that the Lancaster Economic Development Corporation Board of Directors met at their April 21, 2022, Regular Meeting. Lancaster Economic Development Corporation discussed approving an agreement with HMWK, LLC for specialized governmental affairs, tax policy and consulting services related to the Texas Legislature. The Lancaster Economic Development Corporation conducted their public hearing and recommended approval on the agreement. Staff concurs with the Lancaster Economic Development Corporation recommendation.

Deputy Mayor Pro-Tem Jaglowski shared his excitement of the partnership with HMWK for their services.

MOTION Deputy Mayor Pro-Tem Jaglowski made a motion, seconded by Mayor Pro-Tem Hill to approve item 4. The vote was cast 6 for, 0 against. [Mejia absent]

5. **M22-15 Discuss and consider three (3) special exceptions: (1) Section 14.402, subsection (b) (9) B of the Lancaster Development Code; (2) Section 503.2.1 of the Fire Code; and, (3) Section 6.07.004 of the Code of Ordinances for a property located approximately 3,250 feet west of the intersection of West Belt Line Road and South Dallas Avenue. The property is addressed as 660 West Belt Line Road and is described as being a 19.839 acre tract of land situated in the Engelbert Bader Survey, Abstract No. 172, Tract 29, in the City of Lancaster, Dallas County, Texas**

City Manager Mauldin-Jones shared that the property is located approximately 3,250 feet west of the intersection of West Belt Line Road and South Dallas Avenue and is 19.839 acres in size. The subject property was rezoned as Single Family-Estates (SF-E) at the January 11, 2021 regular meeting. The applicant is requesting three (3) exceptions for the purpose of developing a single family home on one lot. The applicant is proposing a reduction of the roof pitch from the required 4:12 to ½:12. Section 14.402 Use Standards (b) Residential and Lodging Use Conditions (9) Single Family Dwelling (Attached, Detached, Zero Lot Line) B of the Lancaster Development Code (LDC) states that "The primary roof pitch must be at least four (4) in 12 inches". The applicant's roof pitch proposal does not meet the LDC roof pitch requirement. However, based on the City Council's desire to support custom design-build homes, the lower roof pitch design is consistent the City Council's current vision of diversifying the existing housing stock within the City. The home is unique in architectural design and blends in well with the surrounding landscape.

MOTION Councilmember Gooden-Davis made a motion, seconded by Deputy Mayor Pro-Tem Jaglowski to approve item 5. The vote was cast 6 for, 0 against. (Mejia absent)

Mayor Hairston shared his Happy Birthday wishes to Councilmember Wheaton along with the present Councilmembers.

MOTION: Deputy Mayor Pro-Tem Jaglowski made a motion, seconded by Councilmember Strain-Burk to adjourn. The vote was cast 6 for, 0 against. (Mejia absent)

The meeting was adjourned at 7:37 p.m.

ATTEST: **APPROVED:**

Sorangel O. Arenas, City Secretary

Clyde C. Hairston, Mayor

MINUTES

LANCASTER CITY COUNCIL SPECIAL MEETING OF MAY 16, 2022

The City Council of the City of Lancaster, Texas, met in a called Special Meeting in the Council Chambers of City Hall on May 16, 2022, at 7:00 p.m. with a quorum present to-wit:

Councilmembers Present (City Hall & Zoom):
Mayor Clyde C. Hairston
Carol Strain-Burk
Deputy Mayor Pro-Tem Stanley M. Jaglowski
Keithsha C. Wheaton
Mayor Pro-Tem Racheal Hill
Betty Gooden-Davis
Marco Mejia
Mitchell Cheatham seated following oath of office

City Staff Present (City Hall & Zoom):
Opal Mauldin-Jones, City Manager
Sorangel O. Arenas, City Secretary
Andrew Waits, Director of Public Works
Carey Neal, Assistant City Manager
Chris Youngman, Emergency Management Chief
Dori Lee, Director of Human Resources
Jermaine Sapp, Director of Equipment and Facility Services
Kenneth Johnson, Fire Chief
Lisa Wube, Director of Parks and Recreation
Mike Delmore, Director of Finance
Sam Urbanski, Police Chief
Shane Shepard, Director of Economic Development
Vicki Coleman, Director of Development Services
Cynthia Smith, Admin & Community Relations Supervisor
Nathaniel Johnson, Management Fellow
Scott Finley, Communications and Public Relations Coordinator
David T. Ritter, City Attorney
Ron Gleaves, IT Manager
Jennifer Avila, Deputy City Secretary
Cheryl Womble, Purchasing Agent

Call to Order:
Mayor Hairston called the meeting to order at 7:00 p.m. on May 16, 2022.

Public Testimony/Citizen's Comments:
There were no speakers.

Action

1. **Consider a resolution canvassing the returns and declaring the results of the General Election for the office of Councilmember District 1 held on May 7, 2022.**

   Considere una resolución para presenter los resultados y declarer los resultados de las Elecciones Generales para la oficina de Concejal Distrito 1 celebrado el 7 de Mayo de 2022.

Mayor Hairston read Resolution 2022-05-35 canvassing the returns and declaring the results of the General Election for City Officers held on May 7, 2022 as follows:

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LANCASTER, TEXAS, CANVASSING THE RETURNS AND DECLARING THE RESULTS OF THE GENERAL ELECTION FOR THE OFFICE OF COUNCILMEMBER DISTRICT 1 HELD ON MAY 7, 2022.

GENERAL ELECTION

LANCASTER, TEXAS

MAY 7, 2022

CANVASS OF RETURNS AND DECLARATION OF RESULTS OF ELECTION

BE IT REMEMBERED THAT, on this the 16th day of May, 2022, at a meeting of the City Council of the City of Lancaster, Texas, a quorum being present, the meeting was called to order and the following business was transacted.

Upon motion it was unanimously ordered that the City Council consider the official returns of a General Election held in the City of Lancaster on May 7, 2022, for the election of District 1 for a three-year term.

WHEREUPON, said official returns were opened, examined, canvassed and the results declared as follows:

CANVASS OF RETURNS AND DECLARATION OF RESULTS

WHEREAS, heretofore, the City Council of the City of Lancaster, Texas, called a General Election to be held in the City on May 7, 2022, to elect a Councilmember for District 1 for a three-year term; and

WHEREAS, immediately after said election the Presiding Judge and other officials holding said election made their returns of the results thereof to the City Council as follows, and said returns being made according to law, and duly authenticated, and it being shown that written notice of said election was posted for the time and in the manner provided by law, and all other proceedings pertaining to said election having been shown to have been done and performed at and within the manner provided by law, and all papers pertaining thereto having been returned and filed with the City Council and no protest or objection being made to or regarding any matter pertaining to said election.

WHEREAS, on March 14, 2022, City Council approved Resolution No. 2022-03-19 which declared the unopposed candidate in District 3 (Marco Mejia) and the unopposed candidate in District 5 (Mitchell Cheatham) to be elected to said office.

NOW, THEREFORE, be it resolved by the City Council of the City of Lancaster, Texas, after examining said returns and opening and canvassing the votes of said election, that the results of said election are as follows:

That the following number of votes was cast for the following named candidates for the office of Councilmember, District 1, to-wit:

	Total	Vote %	EV-In Person	EV Mail	Election Day	EV-ED Provisional
Carol Strain-Burk	490	76.68%	340	25	125	0
Lawrence L. Prothro	149	23.32%	89	11	49	0

It appearing that Carol Strain-Burk received a majority of all votes cast for the office of Councilmember, District 1, Carol Strain-Burk is hereby declared to be elected to the office of Councilmember, District 1, to serve a three-year term after qualifying.

IT IS FURTHER ORDERED that this canvass and declaration of results of said election be entered in the Minutes of the City Council.

This Resolution, declaring the results of the general election, shall become effective immediately after its passage.

DULY PASSED by the City Council of the City of Lancaster, Texas, on this the 16th day of May, 2022.

MOTION: Councilmember Mejia made a motion, seconded by Deputy Mayor Pro-Tem Jaglowski to approve consent item number C1. The vote was cast 7 for, 0 against.

Mayor Hairston shared his appreciation for Mayor Pro-Tem Hill services to the citizens of Lancaster, TX in District 5.

Councilmember Mayor Por-Tem Hill thanked God, District 5, City Staff, City Secretary, City Manager and Mayor Hairston.

Deputy Mayor Pro-Tem Jaglowski shared his gratitude towards Mayor Pro-Tem Hill and welcomed newly elected Mitchell Cheatham.

Councilmember Mejia thanked Mayor Pro-Tem Hill for her services from District 3.
Councilmember Gooden-Davis shared her appreciation with working with Mayor Pro-Tem Hill.

2. Administer oaths of office, present Certificates of Election, and seat newly elected Councilmembers.

Judge Nash administered the Oaths of Office for Carol Strain-Burk. Certificate of Election was presented by Mayor Hairston.

City Secretary Arenas administered the Oath of Office for Marco Mejia. Mayor Hairston presented certificate of Elections.

City Secretary Arenas administered the Oath of Office for Mitchell Cheatham. Mayor Hairston presented certificate of Elections.

Councilmember Marco Mejia shared his appreciation for the City of Lancaster and District 3 for allowing him to serve.

Councilmember Strain-Burk thanked God, family and citizens of District 1.

Councilmember Cheatham shared his appreciation to Mayor Pro-Tem Hill and Councilmembers.

3. **Discuss and consider election of a Mayor Pro Tempore.**

MOTION: Councilmember Mejia made a motion to nominate Deputy Mayor Pro-Tem Jaglowski, seconded by Councilmember Strain-Burk to serve as Mayor Pro Tempore. The vote was cast 7 for, 0 against.

4. **Discuss and consider election of a Deputy Mayor Pro Tempore**

MOTION: Councilmember Mejia made a motion to nominate Councilmember Gooden-Davis, seconded by Councilmember Strain-Burk to serve as Deputy Mayor Pro Tempore. The vote was cast 7 for, 0 against.

Executive Session

5. **In accordance with Chapter 551 of the Texas Government Code (the Texas Open Meeting s Act), the City Council may meet in executive session to discuss the following:**

   a. **Section 551.071 of the Texas Government Code, the City Council shall convene in executive session to confer with the City's attorney to discuss pending, threatened, contemplated or potential related litigation in regard to DWC Claim/Docke t #: 20156233-01-CC-FW.**

   b. **Section 551.071 of the Texas Government Code, the City Council shall convene in executive session to confer with the City's attorney to discuss pending, threatened, contemplated or potential related litigation in regard to Real Property loca ted at 632 Reindeer Road.**

   c. **Section 551.071 of the Texas Government Code, the City Council shall convene in executive session to confer with the City's attorney to discuss pending, threatened, contemplated or potential related litigation in regard to Real Property loca ted at 1508 Dewberry Boulevard (Bel-Air Place Apartments). c.**

Mayor Hairston recessed at 7:26 p.m. and reconvened at 8:13 p.m.

6. **Reconvene into open session. Consider and take appropriate action(s), if any, on closed/executive session matters.**

MOTION: Councilmember Strain-Burk made a motion, seconded by Deputy Mayor Pro-Tem Gooden-Davis to direct the City Attorney to file a lawsuit to address the substandard property condition at 632 Reindeer Rd. The vote was cast 7 for, 0 against.

MOTION: Mayor Pro-Tem Jaglowski made a motion, seconded by Councilmember Mejia to adjourn. The vote was cast 7 for, 0 against.

The meeting was adjourned at 8:14 p.m.

ATTEST: **APPROVED:**

_____ _____

Sorangel O. Arenas, City Secretary Clyde C. Hairston, Mayor

CITY OF LANCASTER CITY COUNCIL

City Council Regular Meeting **2.**

Meeting Date: 06/13/2022

Policy Statement: This request supports the City Council 2021-2022 Policy Agenda

Goal(s): Sound Infrastructure

Submitted by: Andrew Waits, Director of Public Works

Agenda Caption:

Consider a resolution authorizing the award of bid Requests For Proposal (RFP) 2022-08 to Urban Landscaping & Irrigation, for the purpose of Landscape & Irrigation Maintenance at Houston School Road / University Hills Boulevard at Interstate 20 and Dallas Avenue from Cedardale Road to Oak Street in an amount not to exceed one hundred forty-five thousand two hundred dollars and zero cents ($145,200.00).

Background:

The Texas Department of Transportation (TxDOT) installed landscaping and irrigation at the intersection of Houston School Road/University Hills Boulevard and Interstate 20, which was accepted by the City of Lancaster on November 19, 2015. The City of Lancaster entered a landscape maintenance agreement with TxDOT on December 14, 2015. This agreement requires the City to maintain all landscape elements within the limits of the rights-of-way, including all median and island areas but excluding paved areas intended for vehicular travel. Landscape maintenance includes, but is not limited to, plant maintenance, plant replacement, mowing and trimming, hard scape element maintenance, and irrigation system operation and maintenance. Eligibility for future grants and TxDOT funding require the City to properly ensure maintenance and compliance.

Staff secured grant funding in the amount of two million two hundred seventy-eight thousand nine hundred seventy-eight dollars and eighty cents ($2,278,978.80), for the installation of the streetscape along Dallas Avenue (State Highway 342) through the Texas Department of Transportation (TXDOT) Green Ribbon project. Halff Associates, Inc. prepared the streetscape plan submitted to TxDOT for the design elements. In July 2020, TXDOT entered into an Advanced Funding Agreement (AFA) with the City, to pay for the installation of landscape, and related improvements along SH 342 from Cedardale to Alexander Avenue.

The City entered into a Landscape Maintenance Agreement (LMA) with TXDOT for the landscaping and irrigation operation and maintenance within the TXDOT rights-of-way (ROW). The City shall maintain all landscape elements within the limits of the ROW including all median and island areas but excluding paved areas intended for vehicular travel. Landscape maintenance shall include but not be limited to plant maintenance, mowing and trimming, hardscape element maintenance, and irrigation system operation and maintenance. All landscape elements must be maintained in a functional and aesthetically pleasing condition.

Operational Considerations:

This project consists of bi-weekly maintenance of landscape and irrigation on Dallas Avenue between Cedardale Road and Alexander Avenue and on Houston School Road / University Hills Boulevard at Interstate 20. City staff will serve as the project manager and will coordinate with Urban Landscaping & Irrigation to ensure the landscape and irrigation maintenance are performed in accordance with the specifications outlined in
(RFP)2022-08.

Legal Considerations:

The bid was processed in accordance with all local and state purchasing statutes. The bids were advertised in the Focus Daily News on March 25, 2022, and March 31, 2022. Bids were posted on the City's electronic procurement system and bids were opened April 22, 2022. Two bids were received, one of which is registered as a Minority Business Enterprise (MBE). After review Urban Landscaping & Irrigation is the lowest qualified bidder. The City Attorney has reviewed and approved the resolution and agreement, as to form.

Public Information Considerations:

This item is being considered at a Regular Meeting of the City Council noticed in accordance with the Texas Open Meetings Act.

Fiscal Impact:

Funding for maintenance is included in the FY 2022 Stormwater fund. The total cost will not exceed one hundred forty-five thousand two hundred dollars and zero cents ($145,200.00).

Options/Alternatives:

1. City Council may approve the resolution, as presented.
2. City Council may deny the resolution, as presented.

Recommendation:

Staff recommends approval of the resolution, as presented.

Attachments

Resolution

Exhibit A

Standard Agreement

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LANCASTER, TEXAS AUTHORIZING THE AWARD OF BID 2022-08 TO URBAN LANDSCAPING & IRRIGATION FOR THE MAINTENANCE OF LANDSCAPING AND IRRIGATION SERVICES LOCATED AT HOUSTON SCHOOL ROAD / UNIVERSITY HILLS BOULEVARD AND INTERSTATE 20, AND ON DALLAS AVENUE FROM CEDARDALE ROAD TO OAK STREET IN AN AMOUNT NOT TO EXCEED ONE HUNDRED FORTY-FIVE THOUSAND TWO HUNDRED DOLLARS AND ZERO CENTS ($145,200.00); AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT; PROVIDING FOR A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Lancaster, Texas has determined, after due consideration, that it is in the best interest of the City to award a contract to Urban Landscaping & Irrigation for the maintenance of landscaping and irrigation services at the intersection of Houston School Road / University Hills Boulevard and Interstate 20 and on Dallas Avenue from Cedardale Road to Oak Street in an amount not to exceed one hundred forty-five thousand two hundred dollars and zero cents ($145,200.00); and

WHEREAS, the bid was processed in accordance with all local and state purchasing statues.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LANCASTER, TEXAS:

SECTION 1. That the City Manager of the City of Lancaster, Texas is hereby authorized to execute the contract, attached hereto as Exhibit "A".

SECTION 2. Any prior Resolution of the City Council in conflict with the provisions contained in this resolution are hereby repealed and revoked.

SECTION 3. Should any part of this Resolution to be held to be invalid for any reason, the remainder shall not be affected thereby, and such remaining portions are hereby declared to be severable.

SECTION 4. This resolution shall become effective immediately from and after this bid was processed in accordance with all local and state purchasing statues passage, and the law and charter in such cases provide.

DULY PASSED and approved by the City Council of the City of Lancaster, Texas, on this the 13th day of June, 2022.

ATTEST:

Sorangel O. Arenas, City Secretary

APPROVED:

Clyde C. Hairston, Mayor

APPROVED AS TO FORM:

David T. Ritter, City Attorney

2022-08
Urban Landscaping & Irrigation
Supplier Response

Event Information

Number: 2022-08
Title: Landscape & Irrigation Maintenance
Type: Invitation to Bid
Issue Date: 4/4/2022
Deadline: 4/22/2022 03:00 PM (CT)
Notes: Contractor shall bid for bi-weekly maintenance services on an annual basis per bid specifications.

Contact Information

Contact: Cheryl Womble PURCHASING AGENT, CTCD
Address: Purchasing
PO Box 940
Lancaster, TX 75146

Phone: (972) 218-1329
Fax: (972) 218-3621
Email: cwomble@lancaster-tx.com

Urban Landscaping & Irrigation Information

Contact: Dexter Payne
Address: P.O.Box 2
Lancaster, TX 75146
Phone: (972) 227-9992
Email: urbanlandscaping@att.net

We strongly request that bidders submit their response electronically. Electronic bidding will eliminate errors, eliminate unnecessary work, and is more friendly to the environment. Your cooperation is appreciated.

Please feel free to call us if you require any assistance with the response.

Emailed or Fax submissions will not be accepted.

Dexter Payne — *Signature*

urbanlandscaping@att.net — *Email*

Submitted at 4/22/2022 2:52:54 PM

Response Attachments

2022-8_Bid_Tabulation_Landscape ^L0 Irrigaion Maintenance_Urban.pdf

Bid Tab

Conflict of Interest_urban.pdf

Conflict of Interest

References within the past three years.pdf

References within the past three years

Statement of Qualifcations_urban.pdf

Statement of Qualifications

Sub Contractors_urban.pdf

Sub Contractors

Reference page_urban.pdf

Reference page

Suspension and Debarment Certification_Urban.pdf

Suspension and Debarment Certification_Urban

Key Personnel_Urban.pdf

Key Personnel

Supplier Information_Urban.pdf

Supplier Information_Urban

Bid Attributes

1 SCOPE AND INTENT

It is the intent of these maintenance specifications to provide guidelines for the landscape maintenance at I-20 & Houston School Road / University Hills Blvd. and Dallas Avenue between Cedardale Road and Oak Street. These landscapes are intended to be water efficient landscapes. Maintenance shall take place once every 14 days unless immediate attention is required.

Within this set of specifications, there is an attempt to address issues such as:

- Maintaining water efficient landscapes,
- Maintaining landscapes with an organic approach, and
- Maintaining plant materials that are pruned and mowed in nonstandard ways.

All work completed by the selected maintenance Contractor should be completed with spirit of the project.

2 FREQUENCY

Contractor shall provide bi-weekly maintenance services on an annual basis per bid specifications.

☑ Agree (Agree)

3 DEFINITIONS

A. Grounds Maintenance Project Area - Specific geographic area(s) of the City designated to receive specified grounds maintenance services.

B. Maintenance Schedule - Shall mean the time periods established by the City for the project year within which all prescribed maintenance activities for each area shall be completed.

Contractor and City staff will agree on a regular day and time for maintenance at each location. If contractor expects to vary from the schedule, he/she shall notify City staff 24 hours in advance, so work completed can be inspected.

C. Edging - The vertical removal of any and all plant material that encroaches over or onto sidewalks, curbs, steps, driveways and pavements shall be trimmed or removed as required. Edges shall be vertical, minimum depth of one (1) inch, and minimum width of 1/4 inch. This task must be done neatly to present a clean, crisp appearance, having a smooth line.

4 SCOPE OF WORK

1. Areas to be maintained. See Attachment "A" Houston School Road & I-20 Landscape & Irrigation, and "B" Dallas Avenue Landscape & Irrigation Plans.

2. Litter Removal

2.1. All areas shall be inspected for rocks, sticks, trash and other forms of litter and removed prior to mowing turf areas.

2.2. All collected debris shall be removed from site at the end of the work-day and disposed of legally.

3. Turf maintenance

3.1. Mowing

i) Turf areas shall be mowed once every 14 days during growing season. Maintain the following turf heights:

- 1 1/2 inch during the spring growing season — April 1 to June 30.
- 2 1/2 inch during the extreme heat season — July 1 to September 30.
- 2 inches during the dormant winter months - October 1 to March 31.

ii) Proper care shall be taken to prevent the scalping of turf areas. Scalped areas that do not recover within 30 calendar days are to be re-sodded with the appropriate species and cultivator of turf.

iii) Proper care shall be taken to prevent rutting of turf as a result of mowing too soon after rainfall or continuous mowing in same pattern. Rutted areas shall be repaired with high quality topsoil/compost combination and sod as determined by the City Horticulturist.

iv) Mowing rows shall be removed of all grass clippings.

3.2. Trimming and Edging

i) All trees, sign posts, sprinkler heads, valve boxes, irrigation controllers, etc. shall be trimmed to coincide with the height of the mowed turf.

The trimming function will be performed each time the turf is mowed.

ii) Absolute care shall be taken to not damage tree trunk tissue, shrub and ground cover foliage or annuals with line trimmers. Contractor shall be held liable for any visible damage that injures any plant material.

iii) All curbs shall be mechanically edged each time the turf areas are mowed.

3.3. Grass Clippings

i) The use of mulching mowers is preferred leaving no grass clippings to be disposed of in any manner.

ii) Any excess grass clippings are to be bagged, removed from site and disposed of legally. All debris shall be removed from site at the end of the workday.

3.4. Spring Scalping

i) Scalping is not recommended as it exposes soil to sunlight causing possible weed seed germination. Turf areas shall not be mowed lower then 1 1/2 inch.

3.5. Turf Fertilization

i) The non-irrigated Bermuda grass turf areas should be treated with 6-2-4 granular fertilizers with a water-soluble slow release organic base such as GreenSense, Sustane or equal.

· Application should be made at the rate of 20 lb. per 1,000 square feet.

· Applications shall be made in April, July, October and February.

3.6. Treatment of turf areas for weed germination

i) Chemical herbicide treatments should be avoided as to protect against the possibility of groundwater contamination.

ii) All applications will be made in accordance with product label directions as provided by the manufacturer.

iii) All applications will be made by a licensed applicator. A copy of all required licenses and certifications will be provided to, and be kept on file by, the City.

iv) Preferred treatment: Apply corn glutten meal at a rate of 20 lbs per 1000 sq. ft.

· Applications should be made in late February, July and early October.

v) Alternate treatment: Turf areas will be treated with the pre-emergent herbicide Ronstar (Oxadiazon) or approved equal at the rate of 150 lbs. per acre.

· One application per year will be required two weeks before weed seed germination, or after the soil temperature at a 2-inch depth has been 55 degrees for three or four consecutive days, or when the mean air temperature is in the 55 to 60-degree Fahrenheit range for 2 weeks.

3.7. Pesticide treatment in turf

i) Preferred treatment: Beneficial.Nematodes. These beneficial organisms are predatory and attack over 200 underground dwelling insects.

· Apply in distilled water carrier at dusk and apply moisture immediately. Natural rainfall is preferred.

ii) Alternate treatment: Pesticides shall be applied on an 'as needed basis' to control ants, grubs or other insect problems.

· All applications will be made in accordance with product label directions as provided by the manufacturer.

iii) All applications will be made by a licensed applicator. A copy of all required licenses and certifications will be provided to, and be kept on file by, the City.

4. Maintenance of Trees

4.1. Pruning

i) General tree pruning shall be completed in March. However, trees susceptible to Oak Wilt Disease, such as, Live Oaks and Red Oaks should be trimmed only in the coldest temperatures of December — February or as recommended by A&M Research Center and approved by the City Horticulturalist.

· Trees shall be pruned in lawn areas so that adequate clearance is provided for mobility (persons, mowing, etc.). Plants overhanging curbs and roads shall be pruned as needed.

· Shape as specified:

American Smoke tree shall be kept in a 'shrub form;' allow growth from the base of the tree.

ii) Do not shear.

iii) All plant material shall be pruned in accordance with sound Horticultural practices by work forces experienced in tree pruning operations, and in a manner approved by Owner's representative.

iv) All pruned material shall be collected and removed from site at the end of the work-day and be disposed of legally.

4.2. Mulching

i) Maintain a minimum of two inches (2") of hardwood bark mulch.

4.3. Fertilization of Trees

i) Trees should be treated with beneficial Mycorrhazal Plant Inoculant or approved equal.

· Applications shall be made in April, July, October and February.

· All applications will be made in accordance with product label directions as provided by the manufacturer.

5. Maintenance of Ground Cover and Shrubs

5.1. Pruning of Ground Cover and Shrubs

i) All pruning and thinning of shrubs shall be done by a 'pick pruning' method so that the natural shapes are retained. Time pruning as to remove as little of flower and/or fruit as possible.

ii) Ground covers:

· Will be edged as needed to keep them within planter borders.

iii) All pruned material shall be collected and removed from site at the end of the work¬day and be disposed of legally.

5.2. Fertilization of Ground Cover and Shrubs

i) Shrubs and ground cover should be treated with 6-2-4 granular fertilizer with a water-soluble slow release organic base such as GreenSense, Sustane or approved equal.

· Application should be made at the rate of 20 lb. per 1,000 square feet.

· Applications shall be made in April, July, October and February.

5.3. Treatment for weed germination

i) Preferred treatment: Mulch applications to maintain a 2" layer of shredded hardwood mulch at all times. Remove weeds by hand every week as necessary.

ii) Alternate treatment: Perennial shrub beds will be treated with the pre- emergent herbicide Ronstar (Oxadiazon) or approved equal.

· Apply Ronstar at the rate of 4 lbs. per 1,000 square feet twice a year. The first application should coincide with the turf grass application. The second application is applied in late summer or early fall (August or September) before weed seed germination.

· The application of a pre-emergent is not recommended as an overall treatment. Applications should be restricted to bed areas where heavy weed populations exist and to bed areas that do not lie underneath tree canopies.

· All applications will be made in accordance with product label directions as provided by the manufacture.

· All applications will be made by a licensed applicator. A copy of all required licenses and certifications will be provided to, and be kept on file by, the City.

6. Maintenance of Blooming Perennials and Ornamental Grasses

6.1. Pruning of Blooming Perennials and Ornamental Grasses

i) All blooming perennials shall have the dead bud heads removed by a pinching method once per week. All dead bud heads shall be collected, removed from site and disposed of legally.

ii) Blooming perennials shall be pruned of dead material as the plant reaches dormancy. Most perennials this will be cut back after the first freeze of winter. Retain a minimum cut back height of 2" from the ground.

iii) All priming and thinning of plants shall be done by a pick pruning method so that the natural shapes are retained

6.2. Fertilization of Perennial and Ornamental Grass Beds

i) Native perennials should be treated with 6-2-4 granular fertilizers with a water-soluble slow release organic base such as GreenSense, Sustane or approved equal.

· Application should be made at the rate of 40 lb. per 1,000 square feet.

· Applications shall be made in April, July, October and February.

ii) Additional applications of a liquid balanced fertilizer such as GreenSense Fish and Kelp (.4- .4- .5) shall be made as needed to ensure plants are healthy and aesthetically pleasing.

· All applications will be made in accordance with product label directions as provided by the manufacture.

6.3. Treatment for weed germination

i) Preferred treatment: Mulch applications to maintain a 2" layer of shredded hardwood mulch at all times. Remove weeds by hand every week as necessary.

ii) Alternate treatment: Perennial shrub beds will be treated with the pre- emergent herbicide Ronstar (Oxadiazon) or approved equal.

· Apply Ronstar at the rate of 4 lbs. per 1,000 square feet twice a year. The First application should coincide with the turf grass application. The second application is applied in late summer or early fall (August or September) before weed seed germination.

· The application of a pre-emergent is not recommended as an overall treatment. Applications should be restricted to bed areas where heavy weed populations exist and to bed areas that do not lie underneath tree canopies.

· All applications will be made in accordance with product label directions as provided by the manufacture.

iii) All applications will be made by a licensed applicator. A copy of all required licenses and certifications will be provided to, and be kept on file by, the City.

6.4. Fertilization of Perennial and Ornamental Grass Beds

i) Native perennials should be treated with 6-2-4 granular fertilizers with a water-soluble slow release organic base such as GreenSense, Sustane or approved equal.

· Application should be made at the rate of 40 lb. per 1,000 square feet.

· Applications shall be made in April, July, October and February.

ii) Additional applications of a liquid balanced fertilizer such as GreenSense Fish and Kelp (.4- .4- .5) shall be made as needed to ensure plants are healthy and aesthetically pleasing.

· All applications will be made in accordance with product label directions as provided by the manufacture.

6.5. Treatment for weed germination

i) Preferred treatment: Mulch applications to maintain a 2" layer of shredded hardwood mulch at all times. Remove weeds by hand every week as necessary.

ii) Alternate treatment: Perennial shrub beds will be treated with the pre- emergent herbicide Ronstar (Oxadiazon) or approved equal.

· Apply Ronstar at the rate of 4 lbs. per 1,000 square feet twice a year. The first application should coincide with the turf grass application. The second application is applied in late summer or early fall (August or September) before weed seed germination.

· The application of a pre-emergent is not recommended as an overall treatment. Applications should be restricted to bed areas where heavy weed populations exist and to bed areas that do not lie underneath tree canopies.

· All applications will be made in accordance with product label directions as provided by the manufacture.

iii) All applications will be made by a licensed applicator. A copy of all required licenses and certifications will be provided to, and be kept on file by, the City.

7. Mulching of planting beds

7.1. Maintain a minimum of two inches (2") of hardwood bark mulch non-floating mulch.

8. Irrigation

8.1. Perform all work necessary utilizing acceptable practices for the irrigation maintenance of the project as required. Contractor shall maintain complete sprinkler system. Such work includes, but is not limited to:

i) Acquire a copy of the 'as built' irrigation plans and become familiar with the layout plan to drip irrigate.

ii) Conduct irrigation inspections twice per month.

iii) Check controller settings for proper operation.

iv) Activate system and check each station for the following:

· Proper valve operation

· Broken lines

· Proper operation of drip lines, emitters, and any heads and nozzles

· Proper coverage of all landscaped areas

· Proper distribution of water to plantings

· Replace broken, damage dislodged or dislocated sprinkler heads and emitters

· Encroachment of grass or shrubs into or over sprinkler heads or emitters in a manner that prevents proper water distribution. Remove encroaching growth as necessary.

· Repair any broken or leaking irrigation lines including drip irrigation.

· System must be shut own and water manually cut off during periods of freezing temperatures.

9. Maintenance

9.1. Accumulation of debris, trash, and illegal dumping shall also be removed and disposed of properly.

9.2. Contractor shall monitor and program the automatic controlling devices to produce optimum moisture levels in all areas.

i) Irrigation cycles shall be set to take place prior to sunrise unless otherwise instructed by owner.

ii) Adjust sprinklers to avoid streets, wall and walkways as possible.

iii) Clean all clogged nozzles and emitters; flush system as necessary.

iv) Contractor shall complete a sprinkler check form and return it to the owner after each sprinkler check. This form shall be submitted to the owner no later than 4.00 p.m. Friday on the week of the inspection. This form shall include the following:

· Any malfunction in the controller, valves or heads a

· Description of areas not receiving coverage

· Work that has not been performed. Specify any problems that exist which cannot be corrected at that time.

v) Advise owner in the event that the irrigation system is not entirely operational. Provide details of work that needs to be completed. EXCESSIVE WATER RUN OFF IS NOT ACCEPTABLE AND SHOULD BE REPORTED AND REPAIRED IMMEDIATELY!

9.3. Contractor shall be liable for all mower damage to sprinkler heads, valve boxes and controllers.

10. Miscellaneous

10.1. All grass and weeds growing in joints between curbs and concrete median areas will be removed on a weekly basis. Use of 20 % Vinegar applied directly to weeds will reduce weed population.

10.2. All beds shall be inspected for the presence of weeds with those present being removed by hand pulling on a weekly basis.

10.3. All gravel that has migrated to the turf areas or roadway will be raked back into the appropriate area on a weekly basis. Use of 20 % Vinegar applied directly to weeds will reduce weed population.

10.4. All gravel areas shall be maintained with same exact material. To include adding material that has washed out or is deemed necessary by owner/inspector. Added material will have a sloping effect from the center to the sides for water drainage. This material shall be tamped in place with a mechanical tamper.

10.5. Advise the owner of any vandalism, damage, graffiti, or other irregularities to the maintained site.

Have you ever worked for the City of Lancaster on any project?	Yes	(No)
If yes, provide name of project and scope. N/A		
Are you involved in any current or ongoing litigation, which may cause conflicts or affect your ability to provide the services?	Yes	(No)
If yes, provide details. N/A		
What is your master license number?	LI 9034	
In what name is your master license issued?	Dexter Payne	

SUSPENSION AND DEBARMENT CERTIFICATION

Federal Law (A-102 Common Rule and OMB Circular A-110) prohibits non-Federal entities from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred.

I, the undersigned agent for the firm named below, certify that neither the firm nor its principals are suspended or debarred by a Federal agency.

Urban Landscaping & Irrigation
Company Name

20-0682688
Federal ID #

Signature

Dexter Payne
Printed Name

4-22-22
Date

CITY OF Lancaster
BID TABULATION
LANDSCAPE & IRRIGATION MAINTENANCE

Urban Landscaping & Irrigation

SOLICITATION NO. 2022-08

BUYER: Cheryl Womble

				Edens Touch Landscape Management	
Item #	**Description**	**Unit**	**Total Est 1 Year Qty**	**Unit Price**	**Extended Price**
GROUP 1: Organic Landscape Maintenance					
Organic Mow/Edge					
1	Dallas Ave	Service	12	**$4,200.00**	**$50,400.00**
2	Houston School	Service	12	**$1,850.00**	**$22,200.00**

STATE OF TEXAS – FORM CIQ
CONFLICT OF INTEREST QUESTIONNAIRE
For A Vendor or Other Person Doing Business with the City of Lancaster

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose on this form the vendor name, person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, the questionnaire must be filed with the Purchasing Agent of the City of Lancaster not later than the 7th business day after the date the person becomes aware of the facts that require the statement to be filed.

Please return the completed form to City of Lancaster, Attn: Purchasing, PO Box 940, Lancaster, TX 75146.

See Section 176.006 of the Local Government Code for further details. Note: A person commits an offense (Class C misdemeanor) if the person violates Section 176.006.

A City of Lancaster employee or officer is defined as a member of the Lancaster City Council, Lancaster Economic Development Corporation Board of Directors, Lancaster Recreational Development Corporation Board of Directors, Housing-Finance Corporation Board of Directors, and any employee of the City that makes purchasing decisions or recommendations regarding the use of funds of the City or said corporations.

1. Please provide the following information:

Company Name:	URBAN Landscaping & IRR.	Contact	Dexter Payne
Address	700 S Dallas Ave Lancaster TX	Phone	972-227-9999
Check this box if you are filing an update to a previously filed questionnaire.			

2. Name of each employee, official, or contractor of the City of Lancaster who makes purchasing decisions or recommendations regarding the use of funds of the City or corporations listed above and describe the business relationship with your firm.

Name	Affiliation or Business Relationship
	N/A

Complete item 3 if you have listed someone in item 2. This section must be completed for each officer with whom the vendor/business (filer) has an affiliation or other relationship. Attach additional pages, if necessary.

3. Name of City of Lancaster officer with whom the vendor/business has affiliation or business relationship.

N/A

A	Is the City of Lancaster employee or officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire?	YES	(NO)
B	Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the City of Lancaster officer named in this section and the taxable income is not from the City of Lancaster?	YES	(NO)
C	Is the filer of this questionnaire affiliated with a corporation or other business entity that the City of Lancaster employee or officer serves as an officer or director, or hold an ownership of 10 percent or more?	YES	(NO)
D	Describe each affiliation or business relationship.	N/A	

4. Signature

Signature of person doing business with the City of Lancaster (filer)

04-22-22
Date

KEY PERSONNEL: (Employees that will be involved in this contract)

Name	Position	List each person's involvement in this project.
Dexter Payne	OPP manager	Implementation of services
License # and Type Held:	LI 9034	
Experience: 20 years		

Name	Position	List each person's involvement in this project.
Jeff Peoples	Irrigation manager	Oversee and inspections of
License # and Type Held:	LI 17117 Irrigation	
Experience: 10 years		

Name	Position	List each person's involvement in this project.
Evodio Garcia	Supervisor	Maintenance Site Supervisor
License # and Type Held:		Oversee Maintenance Crew Leaders &
Experience: 10 years		Maintenace Crew

Name	Position	List each person's involvement in this project.
License # and Type Held:		
Experience:		

Name	Position	List each person's involvement in this project.
License # and Type Held:		
Experience:		

Name	Position	List each person's involvement in this project.
License # and Type Held:		
Experience:		

REFERENCE PAGE

Please list at least five (5) references for which you have performed the same or similar services over the last two years. Please include all information requested below.

1	City of Dallas – Park and Recreation	Marcus Dangerfield
	Company Name	Contact Person
	500 E. Jefferson Dallas	Texas 75203
	Street Address City	State Zip
	214-670-4793	Marucs.dangerfield@dallascityhall.com
	Telephone Fax	Email
	Grounds and Irrigation Services	
	Products or Services Purchased by the above Reference	
2	City of Dallas – Fair Park	Rafael Uribe
	Company Name	Contact Person
	3809 Grand Avenue Dallas	Texas 75210
	Street Address City	State Zip
	214-670-0390	Rafael.uribe@dallascityhall.com
	Telephone Fax	Email
	Grounds and Irrigation Services	
	Products or Services Purchased by the above Reference	
3	City of Dallas – Bahama Beach	Robert Cairy
	Company Name	Contact Person
	1895 Campfire Circle Dallas	Texas 75232
	Street Address City	State Zip
	214-671-0822	Robert.cairy@dallascityhall.com
	Telephone Fax	Email
	Grounds and Irrigation Services	
	Products or Services Purchased by the above Reference	
4	City of Dallas – Water Utilities	Marcus Dangerfield
	Company Name	Contact Person
	2545 Valleria Dallas	Texas 75211
	Street Address City	State Zip
	214-670-4793	Marcus.dangerfield@dallascityhall.com
	Telephone Fax	Email
	Grounds and Irrigation Services	
	Products or Services Purchased by the above Reference	
5	City of Dallas – Department of Public Works	Arturo Garcia
	Company Name	Contact Person
	2710 Municipal Street Dallas	Texas 75215
	Street Address City	State Zip
	214-670-8166	Arturo.garcia@dallacityhall.com
	Telephone Fax	Email
	Grounds and Irrigation Services	
	Products or Services Purchased by the above Reference	

Government Agencies That Your Firm Has Done Business With:

City of Dallas

City of Desoto

Dallas County Community College

REFERENCES WITHIN THE PAST THREE YEARS THAT ILLUSTRATE YOUR EXPERIENCE.

1	Contract/Project Name	Company Name	Year	Cost
	POM-2019-00009791	City of Dallas	2016-Current	1,868,076.00
	Contact Name:	Marcus Dangerfield		
	Contact Email Address:	Marcus.dangerfield@dallascityhall.com		
	Scope:			

2	Contract/Project Name	Company Name	Year	Cost
	POM-2019-0009791	City of Dallas	2016-Current	1,868,076.00
	Contact Name:	Robert Cairy		
	Contact Email Address:	robert.cairy@dallascityhall.com		
	Scope:			

3	Contract/Project Name	Company Name	Year	Cost
	POM-2019-0009791	City of Dallas	2016-Current	1,868,076.00
	Contact Name:	Arturo Garcia		
	Contact Email Address:	arturo.garcia@dallascityhall.com		
	Scope:			

4	Contract/Project Name	Company Name	Year	Cost
	CCS-2019-0009741	City of Dallas	2019-Current	38,475.00
	Contact Name:	Shirley Eapen		
	Contact Email Address:	Shirley.eapen@dallascityhall.com		
	Scope:			

5	Engagement/Project Name	Company Name	Year	Cost
	POM-2019-0009791	City of Dallas	2016-Current	1,868,076.00
	Contact Name:	Richard Harens		
	Contact Email Address:	richard.harens@dallascityhall.com		
	Scope:			

STATEMENT OF QUALIFICATIONS

Candidates must complete each of the following items in order to be considered.

Company Name	URban Landscaping & IRRigation

BINDING OFFICIAL

Dexter Payne
Name

700 S Dallas Ave. Lancaster TX 75146
Street Address City State Zip

972-227-9999 Urbanlandscaping@att.net
Telephone Email

Grounds & Irrigation Services
Products or Services Purchased by the above Reference

PRIMARY CONTACT

Dexter Payne
Name

700 S Dallas Ave. Lancaster TX 75146
Street Address City State Zip

972-227-9999 Urbanlandscaping@att.net
Telephone Email

Grounds & IRRigation Services
Products or Services Purchased by the above Reference

EMERGENCY CONTACT

972-227-9999
Main Emergency Phone

972-227-9992
Alternate Emergency Phone

What are your normal business hours?	7-5
What are your normal observed holiday's?	IN LINE WITH GOVERNMENT CODE
Number of years in this type of service?	20 years
Has your business operated under any other names?	NO
If yes, what names?	N/A
Number of employees on the job each week?	32
Do you currently hold any municipal contracts?	yes
If yes, please provide information.	City of DeSoto, City of Dallas
Do you have cooperative contracts?	NO
If yes, please list agency and contract #.	N/A
What is the normal response time?	24-48 hours
Do employees where uniforms? If yes, describe.	yes, IDENTifiABLE by company name and logo

SUB CONTRACTORS

Any request to use a subcontractor must include the name and address of the subcontactor, the work to be performed, a projected time frame for the work to be performed, and an explanation of why the work will be subcontracted out. Failure to comply with this stipulation may result in the disqualification of the Contractor from future work for the City of Lancaster.

1

Company Name	N/A	Contact Person	
Street Address	City	State	Zip
Telephone	Fax	Email	
How will the sub be used in this project?			

Company Name	N/A	Contact Person	
Street Address	City	State	Zip
Telephone	Fax	Email	
How will the sub be used in this project?			

Do you plan to subcontract in whole or part any of this bid?	N/A

WARRANTY

What is your warranty and "redo" repetitive policy for new and repair work?

See Attachment

URBAN LANDSCAPING & IRRIGATION

WARRANTY

Customer is protected with a one-year warranty against defects in materials and/or workmanship at the time of installation. New equipment and parts are subject to manufacturer's standard warranty. The Customer's remedy should any breach of this warranty occur, shall be for Urban Landscaping & Irrigation to re-perform defective work or to repair or replace, at Urban Landscaping & Irrigation option any parts or components which are shown, to Urban Landscaping & Irrigation satisfaction to be effective, provided that Customer gives Urban Landscaping & Irrigation notice promptly upon the discovery of the defect. The warranty and remedies set forth above are exclusive and in lieu of all other warranties and remedies, express or implied, in law or in fact, including the warranties or merchantability and fitness for a particular purpose. The warranties contained herein set forth the customer's sole and exclusive remedy in the event of a defect in workmanship or materials.

LIMITATIONS OF LIABILITY

Urban Landscaping & Irrigation shall not be liable for personal injuries or property damage arising from causes beyond its reasonable control or without its fault or negligence. Nor shall Urban Landscaping & Irrigation be liable for any delay or default in performing hereunder if such delay or default is caused by any condition or circumstance beyond Urban Landscaping & Irrigation Reasonable control, such as, but not limited to, government restrictions, strikes or other labor trouble, acts of God, Interruption or irregularities in electrical power services, vandalism, riot, embargoes, unavailability of materials or parts, misuse, or any other cause whatsoever beyond the control of Urban Landscaping & Irrigation in no event shall Urban Landscaping & Irrigation be liable for any special, indirect, consequential or incidental damages of any nature caused by others. The foregoing limitations on damages shall apply under all theories of liability or causes of action, including, but not limited to contract, warranty, tort (including negligence) and strict liability and shall insure to the benefit of Urban Landscaping & Irrigation suppliers and subcontractors.

Supplier Information

Company Name: Urban Landscaping & Irrigation

Contact Name: Dexter Payne

Address: 700 S. Dallas Ave
Lancaster Tx 75146

Phone: 972-227-9999

Fax:

Email: UrbanLandscaping@att.net

Supplier Notes

We strongly request that bidders submit their response electronically. Electronic bidding will eliminate errors, eliminate unnecessary work, and is more friendly to the environment. Your cooperation is appreciated.

Please feel free to call us if you require any assistance with the response.

Emailed or Fax submissions will not be accepted.

Dexter Payne
Print Name

Signature

City of Lancaster, Texas
Standard Fixed Price Construction Agreement

This Agreement is made by and between the City of Lancaster, Texas, a home-rule municipality (hereinafter referred to as the "Owner") and Urban Landscaping & Irrigation, (hereinafter referred to as the "Contractor") for construction of Landscape and Irrigation Installation (Bid #2022-08), (hereinafter referred to as the "Project"), the Owner and the Contractor hereby agree as follows:

ARTICLE I: CONTRACT & CONTRACT DOCUMENTS

1.1 THE CONTRACT

1.1.1 The Contract between the Owner and the Contractor, of which this Agreement is a part, consists of the Contract Documents. It shall be effective on the date this Agreement is executed by the last party to execute it.

1.2. THE CONTRACT DOCUMENTS

1.2.1 The Contract Documents consist of this Agreement, the Specifications, the Drawings, all Change Orders and Field Orders issued hereafter, any other amendments hereto executed by the parties hereafter, together with the following (if any): Bid documents for 2022-08 and Bid Response Documents.

Documents not enumerated in this Paragraph 1.2.1 are not Contract Documents and do not form part of this Contract.

1.3 ENTIRE AGREEMENT

1.3.1 This Contract, together with the Contractor's performance, maintenance, and payment bonds for the Project, all General Conditions, Special Conditions, Plans and Specifications, and Addenda attached thereto, constitute the entire and exclusive agreement between the Owner and the Contractor with reference to the Project. Specifically, but without limitation, this Contract supersedes any bid documents and all prior written or oral communications, representations and negotiations, if any, between the Owner and Contractor not expressly made a part hereof.

1.4 NO PRIVITY WITH OTHERS

1.4.1 Nothing contained in this Contract shall create, or be interpreted to create, privity or any other contractual agreement between the Owner and any person or entity other than the Contractor.

1.5 INTENT AND INTERPRETATION

1.5.1 The intent of this Contract is to require complete, correct and timely execution of the Work. Any Work that may be required, implied or inferred by the Contract Documents, or any one or more of them, as necessary to produce the intended result shall be provided by the Contractor for the Contract Price.

1.5.2 This Contract is intended to be an integral whole and shall be interpreted as internally consistent. What is required by any one Contract Document shall be considered as required by the Contract.

1.5.3 When a word, term or phrase is used in this Contract, it shall be interpreted or construed, first, as defined herein; second, if not defined, according to its generally accepted meaning in the construction industry; and third, if there is no generally accepted meaning in the construction industry, according to its common and customary usage.

1.5.4 The words "include", "includes", or "including", as used in this Contract, shall be deemed to be followed by the phrase, "without limitation".

1.5.5 The specification herein of any act, failure, refusal, omission, event, occurrence or condition as constituting a material breach of this Contract shall not imply that any other, non-specified act, failure, refusal, omission, event, occurrence or condition shall be deemed not to constitute a material breach of this Contract.

1.5.6 Words or terms used as nouns in this Contract shall be inclusive of their singular and plural forms, unless the context of their usage clearly requires a contrary meaning.

1.5.7 The Contractor shall have a continuing duty to read, carefully study and compare each of the Contract Documents, the Shop Drawings, the Product Data, and any Plans and Specifications, and shall give written notice to the Owner of any inconsistency, ambiguity, error or omission which the Contractor may discover with respect to these documents before proceeding with the affected Work. The issuance or the express or implied approval by the Owner or the Architect of the Contract Documents, Shop Drawings, or Product Data shall not relieve the Contractor of the continuing duties imposed hereby, nor shall any such approval be evidence of the Contractor's compliance with this Contract. The Owner has requested the Architect to only prepare documents for the Project, including the Drawings and Specifications for the Project, which are accurate, adequate, consistent, coordinated and sufficient for construction. **However, the owner makes no representation or warranty of any nature whatsoever to the contractor concerning such documents.** By the execution hereof, the Contractor acknowledges and represents that it has received, reviewed and carefully examined such documents, has found them to be complete, accurate, adequate, consistent, coordinated and sufficient for construction, and that the Contractor has not, does not, and will not rely upon any representation or warranties by the Owner concerning such documents as no such representation or warranties have been or are hereby made. Further, the Contractor represents and warrants that it has had a sufficient opportunity to inspect the Project site and assumes any and all responsibility for inadequacies or ambiguities in

the plans, drawings or specifications as well as for latent conditions of the site where the work is to be performed.

1.5.8 As between numbers and scaled measurements on the Drawings and in the Design, the numbers shall govern, as between larger scale and smaller scale drawings, the larger scale shall govern.

1.5.9 Neither the organization of any of the Contract Documents into divisions, sections, paragraphs, articles, (or other categories), nor the organization or arrangement of the Design, shall control the Contractor in dividing the Work or in establishing the extent or scope of the Work to be performed by Subcontractors.

1.6 OWNERSHIP OF CONTRACT DOCUMENTS

1.6.1 The Contract Documents, and each of them, shall remain the property of the Owner. The Contractor shall have the right to keep one record set of the Contract Documents upon completion of the Project; provided, however, that in no event shall Contractor use, or permit to be used, any or all of such Contract Documents on other projects without the Owner's prior written authorization.

ARTICLE II: THE WORK

2.1 The Contractor shall perform all of the Work required, implied or reasonably inferable from, this Contract.

2.2 WORK

2.2.1 The term "Work" shall mean whatever is done by or required of the Contractor to perform and complete its duties under this Contract, including the following: construction of the whole or a designated part of the Project; furnishing of any required surety bonds and insurance, and the provision or furnishing of labor, supervision, services, materials, supplies, equipment, fixtures, appliances, facilities, tools, transportation, storage, power, permits and licenses required of the Contractor, fuel, heat, light, cooling and all other utilities as required by this Contract. The Work to be performed by the Contractor is generally described as follows:

Bid #2022-08 Landscape & Irrigation Maintenance.

2.2.2 The Contractor shall be responsible for paying for and procuring all materials and labor and furnishing all services necessary or appropriate for the full performance of the Work and the for the full completion of the Project. All materials shall be new and materials and workmanship shall be of good quality. Upon request, the Contractor shall furnish satisfactory proof of the type, kind, and quality of materials.

ARTICLE III: CONTRACT TIME

3.1 TIME AND LIQUIDATED DAMAGES

3.1.1 The Contractor shall commence the Work within 10 days of receipt of a written Notice to Proceed, and shall achieve Substantial Completion of the Work no later than thirty (30) working days from the date specified in the Notice to Proceed. The parties acknowledge that time is of the essence in the performance of the terms of this Contract. The term "calendar days" shall mean any and all days of the week or month, no days being excepted. It is contemplated by the parties that the progress of the Work may be delayed by certain conditions beyond the control of the parties; these delays have been contemplated by the parties and considered in the time allotted for performance specified herein and includes, but is not limited to delays occasioned on account of adverse weather, temporary unavailability of materials, shipment delays, and the presence and potential interference of other contractors who may be performing work at the Project site unrelated to this agreement.

The number of calendar days from the date on which the Work is permitted to proceed, through the date set forth for Substantial Completion, shall constitute the "Contract Time".

3.1.2 The Contractor shall pay the Owner the sum of $120.00 per day for each and every calendar day of unexcused delay in achieving Substantial Completion beyond the date set forth herein for Substantial Completion of the Work. Any sums due and payable hereunder by the Contractor shall be payable, not as a penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by the Owner, estimated at or before the time of executing this Contract. When the Owner reasonably believes that Substantial Completion will be inexcusably delayed, the Owner shall be entitled, but not required, to withhold from any amounts otherwise due the Contractor an amount then believed by the Owner to be adequate to recover liquidated damages applicable to such delays. If and when the Contractor overcomes the delay in achieving Substantial Completion, or any part thereof, for which the Owner has withheld payment, the Owner shall promptly release to the Contractor those funds withheld, but no longer applicable, as liquidated damages.

3.1.3 In the event that the Contractor achieves certification of substantial completion prior to the scheduled completion date, the Owner shall pay to the Contractor the sum of $0.00 per day for each calendar day that substantial completion is certified in advance of the scheduled completion date.

3.1.4 No claim shall be made by the Contractor to the Owner, and no damages, costs or extra compensation shall be allowed or paid by the Owner to the Contractor for any delay or hindrance from any cause in the progress or completion of the Work or this Contract. The Contractor's sole remedy in the event of any delay or hindrance shall be to request time extensions by written change orders as provided for hereinafter. Should the Contractor be delayed by an act of the Owner, or should the Owner order a stoppage of the Work for sufficient cause, an extension of time shall be granted by the Owner by written authorization upon written application,

which extension shall not be unreasonably denied, to compensate for the delay.

3.1.5 The Owner shall have the authority to suspend the Work wholly or in part for such period or periods of time as it may deem appropriate due to unsuitable conditions considered unfavorable for the proper prosecution of the Work or for the failure of the Contractor to carry out instructions from the Owner or Owner's representative. During any period in which the Work is stopped or during which any of the Work is not actively in progress for any reason, Contractor shall properly protect the site and the Work from damage, loss or harm.

3.2 SUBSTANTIAL COMPLETION

3.2.1 "Substantial Completion" shall mean that stage in the progression of the Work when the Work is sufficiently complete in accordance with this Contract that the Owner can enjoy beneficial use or occupancy of the Work and can utilize the Work for its intended purpose, even though minor miscellaneous work and/or adjustment may be required.

3.3 TIME IS OF THE ESSENCE

3.3.1 All limitations of time set forth in the Contract Documents are of the essence of this Contract.

ARTICLE IV: CONTRACT PRICE

4.1 THE CONTRACT PRICE

4.1.1 The Owner shall pay, and the Contractor shall accept, as full and complete payment for all of the Work required herein, the fixed sum of:

One Hundred forty-five thousand two hundred dollars and zero cents. ($145,200.00)

The sum set forth in this Paragraph 4.1 shall constitute the Contract Price which shall not be modified except by written Change Order as provided in this Contract.

ARTICLE V: PAYMENT OF THE CONTRACT PRICE

5.1 SCHEDULE OF VALUES

5.1.1 Within ten (10) calendar days of the effective date hereof, the Contractor shall submit to the Owner and/or to the Architect a Schedule of Values allocating the Contract Price to the various portions of the Work. The Contractor's Schedule of Values shall be prepared in such form, with such detail, and supported by such data as the Architect or the Owner may require to substantiate its accuracy. The Contractor shall not imbalance the Schedule of Values nor artificially inflate any element thereof. The violation of this provision by the Contractor shall constitute a material breach of this Contract. The Schedule of Values shall be used only as a basis for the Contractor's Applications for Payment and shall only constitute such basis after it has been acknowledged and accepted in writing by the Architect and the Owner.

5.2 PAYMENT PROCEDURE

5.2.1 The Owner shall pay the Contract Price to the Contractor as provided below.

5.2.2 ***PROGRESS PAYMENTS*** - Based upon the Contractor's Applications for Payment submitted to the Architect and upon Certificates for Payment subsequently issued to the Owner by the Architect, the Owner shall make progress payments to the Contractor on account of the Contract Price.

5.2.3 On or before the 25th day of each month after commencement of the Work, the Contractor shall submit an Application for Payment for the period ending the 15th day of the month to the Architect in such form and manner, and with such supporting data and content, as the Owner or the Architect may require. Therein, the Contractor may request payment for ninety percent (90%) of that portion of the Contract Price properly allocable to Contract requirements properly provided, labor, materials and equipment properly incorporated in the Work, less the total amount of previous payments received from the Owner. Such Application for Payment shall be signed by the Contractor and shall constitute the Contractor's representation that the Work has progressed to the level for which payment is requested in accordance with the Schedule of Values, that the Work has been properly installed or performed in full compliance with this Contract, and that the Contractor knows of no reason why payment should not be made as requested. Thereafter, the Architect will review the Application for Payment and may also review the Work at the Project site or elsewhere to determine whether the quantity and quality of the Work is as represented in the Application for Payment and is as required by this Contract. The Architect shall determine and certify to the Owner the amount properly owing to the Contractor. The Owner shall make partial payments on account of the Contract Price to the Contractor within thirty (30) days following the Architect's receipt and approval of each Application for Payment. The amount of each partial payment shall be the amount certified for payment by the Architect less such amounts, if any, otherwise owing by the Contractor to the Owner or which the Owner shall have the right to withhold as authorized by this Contract. The Architect's certification of the Contractor's Application for Payment shall not preclude the Owner from the exercise of any of its rights as set forth in Paragraph 5.3 below.

5.2.4 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment, all Work for which payments have been received from the Owner shall be free and clear of liens, claims, security interest or other encumbrances in favor of the Contractor or any other person or entity whatsoever.

5.2.5 The Contractor shall promptly pay each Subcontractor out of the amount paid to the Contractor on account of such Subcontractor's Work, the amount to

which such Subcontractor is entitled. In the event the Owner becomes informed that the Contractor has not paid a Subcontractor as herein provided, the Owner shall have the right, but not the duty, to issue future checks in payment to the Contractor of amounts otherwise due hereunder naming the Contractor and such Subcontractor as joint payees. Such joint check procedure, if employed by the Owner, shall create no rights in favor of any person or entity beyond the right of the named payees to payment of the check and shall not be deemed to commit the Owner to repeat the procedure in the future.

5.2.6 No progress payment, nor any use or occupancy of the Project by the owner, shall be interpreted to constitute an acceptance of any Work not in strict accordance with this Contract.

5.3 WITHHELD PAYMENT

5.3.1 The Owner may decline to make payment, may withhold funds, and, if necessary, may demand the return of some or all of the amounts previously paid to the Contractor, to protect the Owner from loss because of:

(a) defective Work not remedied by the Contractor nor, in the opinion of the Owner, likely to be remedied by the Contractor;

(b) claims of third parties against the Owner or the Owner's property;

(c) failure by the Contractor to pay Subcontractors or others in a prompt and proper fashion;

(d) evidence that the balance of the Work cannot be completed in accordance with the Contract for the unpaid balance of the Contract Price,

(e) evidence that the Work will not be completed in the time required for substantial or final completion;

(f) persistent failure to carry out the Work in accordance with the Contract;

(g) damage to the Owner or a third party to whom the Owner is, or may be, liable.

In the event that the Owner makes written demand upon the Contractor for amounts previously paid by the Owner as contemplated in this Subparagraph 5.3.1, the Contractor shall promptly comply with such demand. The Owner shall have no duty to third parties to withhold payment to the Contractor and shall incur no liability for a failure to withhold funds.

5.4 UNEXCUSED FAILURE TO PAY

5.4.1 If within fifteen (15) days after the date established herein for payment to the Contractor by the Owner, the Owner, without cause or basis hereunder, fails to pay the Contractor any amount then due and payable to the Contractor, then the Contractor may after ten (10) additional days' written notice to the Owner and the Architect, and without prejudice to any other available rights or remedies it may have, stop the Work until payment of those amounts due from the Owner have been received. Late payments shall not accrue interest or other late charges.

5.5 SUBSTANTIAL COMPLETION

5.5.1 When the Contractor believes that the Work is substantially complete, the Contractor shall submit to the Architect a list of items to be completed or corrected. When the Architect on the basis of an inspection determines that the Work is in fact substantially complete, it will prepare a Certificate of Substantial Completion which shall establish the date of Substantial Completion, shall state the responsibilities of the Owner and the Contractor for Project security, maintenance, heat, utilities, damage to the Work, and insurance, and shall fix the time within which the Contractor shall complete the items listed therein. Guarantees required by the Contract shall commence on the date of Substantial Completion of the Work. The Certificate of Substantial Completion shall be submitted to the Owner and the Contractor for their written acceptance of the responsibilities assigned to them in such certificate.

Upon Substantial Completion of the Work, and execution by both the Owner and the Contractor of the Certificate of Substantial Completion, the Owner shall pay the Contractor an amount sufficient to increase total payments to the Contractor to one hundred percent (100%) of the Contract Price less three hundred percent (300%) of the reasonable cost as determined by the Owner and the Architect for completing all incomplete Work, correcting and bringing into conformance all defective and nonconforming Work, and handling all unsettled claims.

5.6 COMPLETION AND FINAL PAYMENT

5.6.1 When all of the Work is finally complete and the Contractor is ready for a final inspection, it shall notify the Owner and the Architect thereof in writing. Thereupon, the Architect will make final inspection of the Work and, if the Work is complete in full accordance with this Contract and this Contract has been fully performed, the Architect will promptly issue a final Certificate for Payment certifying to the Owner that the Project is complete and the Contractor is entitled to the remainder of the unpaid Contract Price, less any amount withheld pursuant to this Contract. If the Architect is unable to issue its final Certificate for Payment and is required to repeat its final inspection of the Work, the Contractor shall bear the cost of such repeat final inspection(s) which cost may be deducted by the Owner from the Contractor's final payment.

5.6.1.1 If the Contractor fails to achieve final completion within the time fixed by the Architect in its Certificate of Substantial Completion, the Contractor shall pay the Owner the sum set forth hereinabove as liquidated damages per day for each and every calendar day of unexcused delay in achieving final completion beyond

the date set forth herein for final completion of the Work. Any sums due and payable hereunder by the Contractor shall be payable, not as a penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by the Owner, estimated at or before the time of executing this Contract. When the Owner reasonably believes that final completion will be inexcusably delayed, the Owner shall be entitled, but not required, to withhold from any amounts otherwise due the Contractor an amount then believed by the Owner to be adequate to recover liquidated damages applicable to such delays. If and when the Contractor overcomes the delay in achieving final completion, or any part thereof, for which the Owner has withheld payment, the Owner shall promptly release to the Contractor those funds withheld, but no longer applicable, as liquidated damages.

5.6.2 The Contractor shall not be entitled to final payment unless and until it submits to the Architect its affidavit that all payrolls, invoices for materials and equipment, and other liabilities connected with the Work for which the Owner, or the Owner's property might be responsible, have been fully paid or otherwise satisfied; releases and waivers of lien from all Subcontractors of the Contractor and of any and all other parties required by the Architect or the Owner; consent of Surety, if any, to final payment. If any third party fails or refuses to provide a release of claim or waiver of lien as required by the Owner, the Contractor shall furnish a bond satisfactory to the Owner to discharge any such lien or indemnify the Owner from liability.

5.6.3 The Owner shall make final payment of all sums due the Contractor within ten (10) days of the Architect's execution of a final Certificate for Payment.

5.6.4 Acceptance of final payment shall constitute a waiver of all claims against the Owner by the Contractor except for those claims previously made in writing against the Owner by the Contractor, pending at the time of final payment, and identified in writing by the Contractor as unsettled at the time of its request for final payment.

5.6.5 Under no circumstance shall Contractor be entitled to receive interest on any payments or monies due Contractor by the Owner, whether the amount on which the interest may accrue is timely, late, wrongfully withheld, or an assessment of damages of any kind.

ARTICLE VI: THE OWNER

6.1 INFORMATION, SERVICES AND THINGS REQUIRED FROM OWNER

6.1.1 The Owner shall furnish to the Contractor, at the time of executing this Contract, any and all written and tangible material in its possession concerning conditions below ground at the site of the Project.

Such written and tangible material is furnished to the Contractor only in order to make complete disclosure of such material and for no other purpose. By furnishing such material, the Owner does not represent, warrant, or guarantee its accuracy either in whole, in part, implicitly or explicitly, or at all, and shall have no liability therefore. The Owner shall also furnish surveys, legal limitations and utility locations (if known), and a legal description of the Project site.

6.1.2 Excluding permits and fees normally the responsibility of the Contractor, the Owner shall obtain all approvals, easements, and the like required for construction and shall pay for necessary assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

6.1.3 The Owner shall furnish the Contractor, free of charge, one copy of the Contract Documents for execution of the Work.

6.2 RIGHT TO STOP WORK

6.2.1 If the Contractor persistently fails or refuses to perform the Work in accordance with this Contract, or if the best interests of the public health, safety or welfare so require, the Owner may order the Contractor to stop the Work, or any described portion thereof, until the cause for stoppage has been corrected, no longer exists, or the Owner orders that Work be resumed. In such event, the Contractor shall immediately obey such order.

6.3 OWNER'S RIGHT TO PERFORM WORK

6.3.1 If the Contractor's Work is stopped by the Owner under Paragraph 6.2, and the Contractor fails within seven (7) days of such stoppage to provide adequate assurance to the Owner that the cause of such stoppage will be eliminated or corrected, then the Owner may, without prejudice to any other rights or remedies the Owner may have against the Contractor, proceed to carry out the subject Work. In such a situation, an appropriate Change Order shall be issued deducting from the Contract Price the cost of correcting the subject deficiencies, plus compensation for the Architect's additional services and expenses necessitated thereby, if any. If the unpaid portion of the Contract Price is insufficient to cover the amount due the Owner, the Contractor shall pay the difference to the Owner.

ARTICLE VII: THE CONTRACTOR

7.1 The Contractor is again reminded of its continuing duty set forth in Subparagraph 1.5.7. The Contractor shall perform no part of the Work at any time without adequate Contract Documents or, as appropriate, approved Shop Drawings, Product Data or Samples for such portion of the Work. If the Contractor performs any of the Work knowing it involves a recognized error, inconsistency or omission in the Contract Documents without such notice to the Architect, the Contractor shall bear responsibility for such performance and shall bear the cost of correction.

7.2 The Contractor shall perform the Work strictly in accordance with this Contract.

7.3 The Contractor shall supervise and direct the Work using the Contractor's best skill, effort and

attention. The Contractor shall be responsible to the Owner for any and all acts or omissions of the Contractor, its employees and others engaged in the Work on behalf of the Contractor.

7.3.1 The Contractor shall give adequate attention to the faithful prosecution of the Work and the timely completion of this Contract, with authority to determine the manner and means of performing such Work, so long as such methods insure timely completion and proper performance.

7.3.2 The Contractor shall exercise all appropriate means and measures to insure a safe and secure jobsite in order to avoid and prevent injury, damage or loss to persons or property.

7.4 WARRANTY

7.4.1 The Contractor warrants to the Owner that all labor furnished to progress the Work under this Contract will be competent to perform the tasks undertaken, that the product of such labor will yield only first-class results, that materials and equipment furnished will be of good quality and new unless otherwise permitted by this Contract, and that the Work will be of good quality, free from faults and defects and in strict conformance with this Contract. All Work not conforming to these requirements may be considered defective.

7.5 The Contractor shall obtain and pay for all permits, fees and licenses necessary and ordinary for the Work. The Contractor shall comply with all lawful requirements applicable to the Work and shall give and maintain any and all notices required by applicable law pertaining to the Work.

7.6 SUPERVISION

7.6.1 The Contractor shall employ and maintain at the Project site only competent supervisory personnel. Absent written instruction from the Contractor to the contrary, the superintendent shall be deemed the Contractor's authorized representative at the site and shall be authorized to receive and accept any and all communications from the Owner or the Architect.

7.6.2 Key supervisory personnel assigned by the Contractor to this Project are as follows:

NAME	FUNCTION
Urban Landscape & Irrigation	On site Forman

So long as the individuals named above remain actively employed or retained by the Contractor, they shall perform the functions indicated next to their names unless the Owner agrees to the contrary in writing. In the event one or more individuals not listed above subsequently assume one or more of those functions listed above, the Contractor shall be bound by the provisions of this Subparagraph 7.6.2 as though such individuals had been listed above.

7.7 The Contractor, within fifteen (15) days of commencing the Work, shall submit to the Owner and the Architect for their information, the Contractor's schedule for completing the Work. The Contractor's schedule shall be revised no less frequently than monthly (unless the parties otherwise agree in writing) and shall be revised to reflect conditions encountered from time to time and shall be related to the entire Project. Each such revision shall be furnished to the Owner and the Architect. Failure by the Contractor to strictly comply with the provisions of this Paragraph 7.7 shall constitute a material breach of this Contract.

7.8 The Contractor shall continuously maintain at the site, for the benefit of the owner and the Architect, one record copy of this Contract marked to record on a current basis changes, selections and modifications made during construction. Additionally, the Contractor shall maintain at the site for the Owner and Architect the approved Shop Drawings, Product Data, Samples and other similar required submittals. Upon final completion of the Work, all of these record documents shall be delivered to the Owner.

7.9 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

7.9.1 Shop Drawings, Product Data, Samples and other submittals from the Contractor do not constitute Contract Documents. Their purpose is merely to demonstrate the manner in which the Contractor intends to implement the Work in conformance with information received from the Contract Documents.

7.9.2 The Contractor shall not perform any portion of the Work requiring submittal and review of Shop Drawings, Product Data or Samples unless and until such submittal shall have been approved by the Architect. Approval by the Architect, however, shall not be evidence that Work installed pursuant thereto conforms with the requirements of this Contract.

7.10 CLEANING THE SITE AND THE PROJECT

7.10.1 The Contractor shall keep the site reasonably clean during performance of the Work. Upon final completion of the Work, the Contractor shall clean the site and the Project and remove all waste, rubbish, temporary structures, and other materials together with all of the Contractor's property therefrom. Contractor shall dispose of all refuse at a Texas Natural Resource Conservation Commission approved landfill. The Contractor shall further restore all property damaged during the prosecution of the Work and shall leave the site in a clean and presentable condition. No additional payment shall be made by the Owner for this work, the compensation having been considered and included in the contract price.

7.11 ACCESS TO WORK AND INSPECTIONS

7.11.1 The Owner and the Architect shall have access to the Work at all times from commencement of the Work through final completion. The Contractor shall

take whatever steps necessary to provide access when requested. When reasonably requested by the Owner or the Architect, the Contractor shall perform or cause to be performed such testing as may be necessary or appropriate to insure suitability of the jobsite or the Work's compliance with the Contract requirements.

7.12 INDEMNITY AND DISCLAIMER

7.12.1 **OWNER SHALL NOT BE LIABLE OR RESPONSIBLE FOR, AND SHALL BE INDEMNIFIED, DEFENDED, HELD HARMLESS AND RELEASED BY CONTRACTOR FROM AND AGAINST ANY AND ALL SUITS, ACTIONS, LOSSES, DAMAGES, CLAIMS, OR LIABILITY OF ANY CHARACTER, TYPE, OR DESCRIPTION, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES FOR INJURY OR DEATH TO ANY PERSON, OR INJURY OR LOSS TO ANY PROPERTY, RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS, INCLUDING THE CONTRACTOR, OR PROPERTY, ARISING OUT OF, OR OCCASIONED BY, DIRECTLY OR INDIRECTLY, THE PERFORMANCE OF CONTRACTOR UNDER THIS AGREEMENT, INCLUDING CLAIMS AND DAMAGES ARISING IN WHOLE OR IN PART FROM THE NEGLIGENCE OF OWNER, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE OWNER UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW. THE PROVISIONS OF THIS INDEMNIFICATION ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY. IT IS THE EXPRESSED INTENT OF THE PARTIES TO THIS AGREEMENT THAT THE INDEMNITY PROVIDED FOR IN THIS CONTRACT IS AN INDEMNITY EXTENDED BY CONTRACTOR TO INDEMNIFY AND PROTECT OWNER FROM THE CONSEQUENCES OF THE CONTRACTOR'S AS WELL AS THE OWNER'S NEGLIGENCE, WHETHER SUCH NEGLIGENCE IS THE SOLE OR PARTIAL CAUSE OF ANY SUCH INJURY, DEATH, OR DAMAGE, AND THAT THE CONTRACTOR IS SOLELY RESPONSIBLE FOR THE INDEMNIFICATION OF OWNER AND DEFENSE OF ANY CLAIMS AGAINST CONTRACTOR AND/OR OWNER ARISING FROM THE WORK PERFORMED UNDER THIS AGREEMENT.**

7.12.2 The Contractor will secure and maintain Contractual Liability insurance to cover this indemnification agreement that will be primary and non-contributory as to any insurance maintained by the Owner for its own benefit, including self-insurance. In addition, Contractor shall obtain and file with Owner a Standard Certificate of Insurance evidencing the required coverage.

7.12.3 In claims against any person or entity indemnified under this Paragraph 7.12 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Paragraph 7.12 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

7.13 NONDISCRIMINATION

7.13.1 The Contractor shall not discriminate in any way against any person, employee or job applicant on the basis of race, color, creed, national original, religion, age, sex, or disability where reasonable accommodations can be effected to enable the person to perform the essential functions of the job. The Contractor shall further insure that the foregoing nondiscrimination requirement shall be made a part and requirement of each subcontract on this Project.

7.14 PREVAILING WAGE RATES

7.14.1 The Contractor shall comply in all respects with all requirements imposed by any laws, ordinances or resolutions applicable to the Project with regard to the minimum prevailing wage rates for all classes of employees, laborers, subcontractors, mechanics, workmen and persons furnishing labor and services to the Project. The City of Lancaster has adopted US Department of Labor's Davis Bacon Wage Determinations as the Prevailing Wage Rate Schedule, available to the Contractor by request, which specifies the classes and wage rates to be paid to all persons. The Contractor shall pay not less than the minimum wage rates established thereby for each class, craft or type of labor, workman, or mechanic employed in the execution of this Contract. The failure of the Contractor to comply with this requirement shall result in the forfeiture to the City of $10.00 of a sum of not less than Sixty Dollars ($60.00) for each person per day, or portion thereof, that such person is paid less than the prevailing rate. Upon request by the Owner, Contractor shall make available for inspection and copying its books and records, including but not limited to its payroll records, account information and other documents as may be required by the Owner to insure compliance with this provision.

7.15 JOB SITE SAFETY PRECAUTIONS

7.15.1 The Contractor shall at all times exercise reasonable precautions for the safety of its employees, laborers, subcontractors, mechanics, workmen and others on and near the jobsite and shall comply with all laws, ordinances, regulations, and standards of federal, state and local safety laws and regulations. The Contractor shall provide such machinery guards, safe walk-ways, ladders, bridges, and other safety devices as may be necessary or appropriate to insure a safe and secure jobsite and shall require its subcontractors to comply with this requirement. The Contractor shall immediately comply with any and all safety requirements imposed by the Architect during the progress of the Work.

7.16 WARNING DEVICES AND BARRICADES

7.16.1 The Contractor shall furnish and maintain such warning devices, barricades, lights, signs, pavement markings, and other devices as may be necessary or appropriate or required by the Architect to protect persons or property in, near or adjacent to the jobsite, including. No separate compensation shall be paid to the

Contractor for such measures. Where the Work is being conducted in, upon or near streets, alleys, sidewalks, or other rights-of-way, the Contractor shall insure the placement, maintenance and operation of any and all such warning devices as may be required by the City of Lancaster and shall do so until no longer required by the City. Such devices shall be in compliance with and conform to the manual and specifications for the uniform system of traffic control devices adopted by the Texas Department of Transportation.

7.17 PROTECTION OF UTILITIES & OTHER CONTRACTORS

7.17.1 The Contractor shall use best efforts to leave undisturbed and uninterrupted all utilities and utility services provided to the jobsite or which presently exists at, above or beneath the location where the Work is to be performed. In the event that any utility or utility service is disturbed or damaged during the progress of the Work, the Contractor shall forthwith repair, remedy or restore the utility at Contractor's sole expense.

7.17.2 The Contractor understands and acknowledges that other contractors of the Owner or of other entities may be present at the jobsite performing other work unrelated to the Project. The Contractor shall use best efforts to work around other contractors without impeding the work of others while still adhering to the completion date established herein. In the event that the Contractor's work is or may be delayed by any other person, the Contractor shall immediately give notice thereof to the Architect and shall request a written Change Order in accordance with the procedures set forth by this Contract. The Contractor's failure to provide such notice and to request such Change Order shall constitute a waiver of any and all claims associated therewith.

ARTICLE VIII: CONTRACT ADMINISTRATION

8.1 THE ARCHITECT

8.1.1 When used in this Contract the term "Architect" does not necessarily denote a duly licensed, trained or certified architect; as used herein, the term shall be used interchangeably and shall mean a designated Architect, Engineer, or Contract Administrator (who may not be an architect or engineer) for the Owner, said person to be designated or redesignated by the Owner prior to or at any time during the Work hereunder. The Architect may be an employee of the Owner or may be retained by the Owner as an independent contractor but, in either event, the Architect's duties and authority shall be as set forth hereinafter. The Contractor understands and agrees that it shall abide by the decisions and instructions of the Architect notwithstanding the contractual relationship between the Owner and Architect. All of the Owner's instructions to the Contractor shall be through the Architect.

In the event the Owner should find it necessary or convenient to replace the Architect, the Owner shall retain a replacement Architect and the status of the replacement Architect shall be that of the former Architect.

8.2 ARCHITECT'S ADMINISTRATION

8.2.1 The Architect, unless otherwise directed by the Owner in writing, will perform those duties and discharge those responsibilities allocated to the Architect as set forth in this Contract. The Architect shall be the Owner's representative from the effective date of this Contract until final payment has been made.

8.2.2 The Owner and the Contractor shall communicate with each other in the first instance through the Architect.

8.2.3 The Architect shall be the initial interpreter of the requirements of the drawings and specifications and the judge of the performance thereunder by the Contractor. The Architect shall render written or graphic interpretations necessary for the proper execution or progress of the Work with reasonable promptness on request of the Contractor.

8.2.4 The Architect will review the Contractor's Applications for Payment and will certify to the Owner for payment to the Contractor, those amounts then due the Contractor as provided in this Contract.

8.2.5 The Architect shall have authority to reject Work which is defective or does not conform to the requirements of this Contract. If the Architect deems it necessary or advisable, the Architect shall have authority to require additional inspection or testing of the Work for compliance with Contract requirements.

8.2.6 The Architect will review and approve, or take other appropriate action as necessary, concerning the Contractor's submittals including Shop Drawings, Product Data and Samples. Such review, approval or other action shall be for the sole purpose of determining conformance with the design concept and information given through the Contract Documents.

8.2.7 The Architect will prepare Change Orders and may authorize minor changes in the Work by Field Order as provided elsewhere herein.

8.2.8 The Architect shall, upon written request from the Contractor, conduct inspections to determine the date of Substantial Completion and the date of final completion, will receive and forward to the Owner for the Owner's review and records, written warranties and related documents required by this Contract and will issue a final Certificate for Payment upon compliance with the requirements of this Contract.

8.2.9 The Architect's decisions in matters relating to aesthetic effect shall be final if consistent with the intent of this Contract.

8.3 CLAIMS BY THE CONTRACTOR

8.3.1 The Architect shall determine all claims and matters in dispute between the Contractor and Owner with regard to the execution, progress, or sufficiency of the Work or the interpretation of the Contract Documents, including but not limited to the plans and specifications. Any dispute shall be submitted in writing to the Architect within seven (7) days of the event or

occurrence or the first appearance of the condition giving rise to the claim or dispute who shall render a written decision within a reasonable time thereafter. The Architect's decisions shall be final and binding on the parties. In the event that either party objects to the Architect's determination as to any submitted dispute, that party shall submit a written objection to the Architect and the opposing party within ten (10) days of receipt of the Architect's written determination in order to preserve the objection. Failure to so object shall constitute a waiver of the objection for all purposes.

8.3.2 Pending final resolution of any claim of the Contractor, the Contractor shall diligently proceed with performance of this Contract and the Owner shall continue to make payments to the Contractor in accordance with this Contract.

8.3.3 ***CLAIMS FOR CONCEALED, LATENT OR UNKNOWN CONDITIONS*** - The Contractor expressly represents that it has been provided with an adequate opportunity to inspect the Project site and thoroughly review the Contract Documents and plans and specifications prior to submission of its bid and the Owner's acceptance of the bid. Subject to the conditions hereof, Contractor assumes full responsibility and risk for any concealed, latent or unknown condition which may affect the Work. No claims for extra work or additional compensation shall be made by Contractor in connection with concealed, latent or unknown conditions except as expressly provided herein. Should concealed, latent or unknown conditions encountered in the performance of the Work (a) below the surface of the ground or (b) in an existing structure be at variance with the conditions indicated by this Contract, or should unknown conditions of an unusual nature differing materially from those ordinarily encountered in the area and generally recognized as inherent in Work of the character provided for in this Contract, be encountered, the Contract Price shall be equitably adjusted by Change Order upon the written notice and claim by either party made within seven (7) days after the first observance of the condition. As a condition precedent to the Owner having any liability to the Contractor for concealed or unknown conditions, the Contractor must give the Owner and the Architect written notice of, and an opportunity to observe, the condition prior to disturbing it. The failure by the Contractor to make the written notice and claim as provided in this Subparagraph shall constitute a waiver by the Contractor of any claim arising out of or relating to such concealed, latent or unknown condition and the Contractor thereby assumes all risks and additional costs associated therewith.

8.3.4 ***CLAIMS FOR ADDITIONAL COSTS*** - If the Contractor wishes to make a claim for an increase in the Contract Price, as a condition precedent to any liability of the Owner therefore, the Contractor shall give the Architect written notice of such claim within seven (7) days after the occurrence of the event, or the first appearance of the condition, giving rise to such claim. Such notice shall be given by the Contractor before proceeding to execute any additional or changed Work. The failure by the Contractor to give such notice and to give such notice prior to executing the Work shall constitute a waiver of any claim for additional compensation.

8.3.4.1 In connection with any claim by the Contractor against the Owner for compensation in excess of the Contract Price, any liability of the Owner for the Contractor's costs shall be strictly limited to direct costs incurred by the Contractor and shall in no event include indirect costs or consequential damages of the Contractor. The Owner shall not be liable to the Contractor for claims of third parties, including Subcontractors. The Owner shall not be liable to the Contractor for any claims based upon delay to the Contractor for any reason whatsoever including any act or neglect on the part of the Owner.

8.3.5 ***CLAIMS FOR ADDITIONAL TIME*** - If the Contractor is delayed in progressing any task which at the time of the delay is then critical or which during the delay becomes critical, as the sole result of any act or neglect to act by the Owner or someone acting in the Owner's behalf, or by changes ordered in the Work, unusual delay in transportation, unusually adverse weather conditions not reasonably anticipated, fire or any causes beyond the Contractor's control, then the date for achieving Substantial Completion of the Work shall be extended upon the written notice and claim of the Contractor to the Owner and the Architect, for such reasonable time as the Architect may determine. Any notice and claim for an extension of time by the Contractor shall be made not more than seven (7) days after the occurrence of the event or the first appearance of the condition giving rise to the claim and shall set forth in detail the Contractor's basis for requiring additional time in which to complete the Project. In the event the delay to the Contractor is a continuing one, only one notice and claim for additional time shall be necessary. If the Contractor fails to make such claim as required in this Subparagraph, any claim for an extension of time shall be waived. The procedures and remedies provided by this provision shall be the sole remedy of Contractor and Contractor shall not assert nor be entitled to any additional delays or damages associated therewith.

8.4 FIELD ORDERS

8.4.1 The Architect shall have authority to order minor changes in the Work not involving a change in the Contract Price or in Contract Time and not inconsistent with the intent of the Contract. Such changes shall be effected by Field Order and shall be binding upon the Contractor. The Contractor shall carry out such Field Orders promptly.

8.5 MEDIATION

8.5.1 In the event that a dispute arises under the terms of this Contract, following an adverse determination by the Architect and proper preservation of the issue as required herein, the parties agree to submit to mediation. In such event, the parties shall agree to a designated person to serve as mediator and

each party shall be responsible for payment of one-half of the total mediation fees. The parties shall submit the dispute to mediation as soon as practical and in no event later than one (1) year after the Architect's written decision on the matter. At least one designated representative of each party must attend and participate in good faith in an effort to resolve the matters in dispute.

8.5.2 In no event shall the foregoing provision justify or authorize any delay in the progress of the Work; the parties shall abide by the decision of the Architect in accomplishing the timely completion of the Project.

ARTICLE IX: SUBCONTRACTORS

9.1 DEFINITION

9.1.1 A Subcontractor is an entity which has a direct contract with the Contractor to perform a portion of the Work. No Subcontractor shall be in privity with the Owner.

9.2 AWARD OF SUBCONTRACTS

9.2.1 Upon execution of the Contract, the Contractor shall furnish the Owner, in writing, the names of persons or entities proposed by the Contractor to act as a Subcontractor on the Project. The Owner shall promptly reply to the Contractor, in writing, stating any objections the Owner may have to such proposed Subcontractor. The Contractor shall not enter into a subcontract with a proposed Subcontractor with reference to whom the Owner has made timely objection. The Contractor shall not be required to subcontract with any party to whom the Contractor has objection.

9.2.2 All subcontracts shall afford the Contractor rights against the Subcontractor which correspond to those rights afforded to the Owner against the Contractor herein, including those rights afforded to the Owner by Subparagraph 12.2.1 below. All subcontracts shall incorporate by reference the provisions hereof and shall provide that no claims, causes or demands shall be made by any Subcontractor against the Owner.

9.2.3 The Contractor shall indemnify, defend and hold harmless the Owner from and against any and all claims, demands, causes of action, damage, and liability asserted or made against the Owner by or on behalf of any Subcontractor.

ARTICLE X: CHANGES IN THE WORK

10.1 CHANGES PERMITTED

10.1.1 Changes in the Work within the general scope of this Contract, consisting of additions, deletions, revisions, or any combination thereof, may be ordered without invalidating this Contract, by Change Order or by Field Order.

10.1.2 Changes in the Work shall be performed under applicable provisions of this Contract and the Contractor shall proceed promptly with such changes.

10.2 CHANGE ORDER DEFINED

10.2.1 Change Order shall mean a written order to the Contractor executed by the Owner and the Architect, issued after execution of this Contract, authorizing and directing a change in the Work or an adjustment in the Contract Price or the Contract Time, or any combination thereof. The Contract Price and the Contract Time may be changed only by written Change Order.

10.3 CHANGES IN THE CONTRACT PRICE

10.3.1 Any change in the Contract Price resulting from a Change Order shall be determined as follows: (a) by mutual agreement between the Owner and the Contractor as evidenced by (1) the change in the Contract Price being set forth in the Change Order, (2) such change in the Contract Price, together with any conditions or requirements related thereto, being initialed by both parties and (3) the Contractor's execution of the Change Order, or (b) if no mutual agreement occurs between the Owner and the Contractor, then, as provided in Subparagraph 10.3.2 below.

10.3.2 If no mutual agreement occurs between the Owner and the Contractor as contemplated in Subparagraph 10.3.1 above, the change in the Contract Price, if any, shall then be determined by the Architect on the basis of the reasonable expenditures or savings of those performing, deleting or revising the Work attributable to the change, including, in the case of an increase or decrease in the Contract Price, a reasonable allowance for direct job site overhead and profit. In such case, the Contractor shall present, in such form and with such content as the Owner or the Architect requires an itemized accounting of such expenditures or savings, plus appropriate supporting data for inclusion in a Change Order. Reasonable expenditures or savings shall be limited to the following: reasonable costs of materials, supplies, or equipment including delivery costs, reasonable costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance, reasonable rental costs of machinery and equipment exclusive of hand tools whether rented from the Contractor or others, reasonable costs of premiums for all bonds and insurance, permit fees, and sales, use or other taxes related to the Work, and reasonable cost of direct supervision and jobsite field office overhead directly attributable to the change. In no event shall any expenditure or savings associated with the Contractor's home office or other non-jobsite overhead expense be included in any change in the Contract Price. Pending final determination of reasonable expenditures or savings to the Owner, payments on account shall be made to the Contractor on the Architect's Certificate for Payment.

10.3.3 If unit prices are provided in the Contract, and if the quantities contemplated are so changed in a proposed Change Order that application of such unit prices to the quantities of Work proposed will cause

substantial inequity to the Owner or to the Contractor, the applicable unit prices shall be equitably adjusted.

10.4 Minor Changes

10.4.1 The Architect shall have authority to order minor changes in the Work not involving a change in the Contract Price or an extension of the Contract Time and not inconsistent with the intent of this Contract. Such minor changes shall be made by written Field Order, and shall be binding upon the owner and the Contractor. The Contractor shall promptly carry out such written Field Orders.

10.5 Effect of Executed Change Order

10.5.1 The execution of a Change Order by the Contractor shall constitute conclusive evidence of the Contractor's agreement to the ordered changes in the Work, this Contract as thus amended, the Contract Price and the Contract Time. The Contractor, by executing the Change Order, waives and forever releases any claim against the Owner for additional time or compensation for matters relating to or arising out of or resulting from the Work included within or affected by the executed Change Order.

10.6 Notice to Surety; Consent

10.6.1 The Contractor shall notify and obtain the consent and approval of the Contractor's surety with reference to all Change Orders if such notice, consent or approval is required by the Contractor's surety or by law. The Contractor's execution of the Change Order shall constitute the Contractor's warranty to the Owner that the surety has been notified of and consents to, such Change Order and the surety shall be conclusively deemed to have been notified of such Change Order and to have expressly consented thereto.

ARTICLE XI: UNCOVERING & CORRECTING WORK

11.1 Uncovering Work

11.1.1 If any of the Work is covered contrary to the Architect's request or to any provisions of this Contract, it shall, if required by the Architect or the Owner, be uncovered for the Architect's inspection and shall be properly replaced at the Contractor's expense without change in the Contract Time.

11.1.2 If any of the Work is covered in a manner not inconsistent with Subparagraph 11.1.1 above, it shall, if required by the Architect or Owner, be uncovered for the Architect's inspection. If such Work conforms strictly with this Contract, costs of uncovering and proper replacement shall by Change Order be charged to the Owner. If such Work does not strictly conform with this Contract, the Contractor shall pay the costs of uncovering and proper replacement.

11.2 Correcting Work

11.2.1 The Contractor shall immediately proceed to correct Work rejected by the Architect as defective or failing to conform to this Contract. The Contractor shall pay all costs and expenses associated with correcting such rejected Work, including any additional testing and inspections, and reimbursement to the Owner for the Architect's services and expenses made necessary thereby.

11.2.2 If within one (1) year after Substantial Completion of the Work any of the Work is found to be defective or not in accordance with this Contract, the Contractor shall correct it promptly upon receipt of written notice from the Owner. This obligation shall survive final payment by the Owner and termination of this Contract. With respect to Work first performed and completed after Substantial Completion, this one-year obligation to specifically correct defective and nonconforming Work shall be extended by the period of time which elapses between Substantial Completion and completion of the subject Work.

11.2.3 Nothing contained in this Paragraph 11.2 shall establish any period of limitation with respect to other obligations which the Contractor has under this Contract. Establishment of the one-year time period in Subparagraph 11.2.2 relates only to the duty of the Contractor to specifically correct the Work.

11.3 Owner May Accept Defective or Nonconforming Work

11.3.1 If the Owner chooses to accept defective or nonconforming Work, the Owner may do so. In such event, the Contract Price shall be reduced by the greater of (a) the reasonable cost of removing and correcting the defective or nonconforming Work, and (b) the difference between the fair market value of the Project as constructed and the fair market value of the Project had it not been constructed in such a manner as to include defective or nonconforming Work. If the remaining portion of the unpaid Contract Price, if any, is insufficient to compensate the Owner for its acceptance of defective or nonconforming Work, the Contractor shall, upon written demand from the Owner, pay the Owner such remaining compensation for accepting defective or nonconforming Work.

ARTICLE XII: CONTRACT TERMINATION

12.1 Termination by the Contractor

12.1.1 If the Work is stopped for a period of ninety (90) days by an order of any court or other public authority, or as a result of an act of the Government, through no fault of the Contractor or any person or entity working directly or indirectly for the Contractor, the Contractor may, upon ten (10) days' written notice to the Owner and the Architect, terminate performance under this Contract and recover from the Owner payment for the actual reasonable expenditures of the Contractor (as limited in Subparagraph 10.3.2 above) for all Work executed and for materials, equipment, tools, construction equipment and machinery actually purchased or rented solely for the Work, less any salvage value of any such items.

12.1.2 If the Owner shall persistently or repeatedly fail to perform any material obligation to the Contractor for a period of fifteen (15) days after receiving written notice

from the Contractor of its intent to terminate hereunder, the Contractor may terminate performance under this Contract by written notice to the Architect and the Owner. In such event, the Contractor shall be entitled to recover from the Owner as though the Owner had terminated the Contractor's performance under this Contract for convenience pursuant to Subparagraph 12.2.1 hereunder.

12.2 TERMINATION BY THE OWNER

12.2.1 ***FOR CONVENIENCE***

12.2.1.1 The Owner may for any reason whatsoever terminate performance under this Contract by the Contractor for convenience. The Owner shall give written notice of such termination to the Contractor specifying when termination becomes effective.

12.2.1.2 The Contractor shall incur no further obligations in connection with the Work and the Contractor shall stop Work when such termination becomes effective. The Contractor shall also terminate outstanding orders and subcontracts. The Contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders. The Owner may direct the Contractor to assign the Contractor's right, title and interest under terminated orders or subcontracts to the Owner or its designee.

12.2.1.3 The Contractor shall transfer title and deliver to the Owner such completed or partially completed Work and materials, equipment, parts, fixtures, information and Contract rights as the Contractor has.

12.2.1.4

(a) The Contractor shall submit a termination claim to the Owner and the Architect specifying the amounts due because of the termination for convenience together with costs, pricing or other data required by the Architect. If the Contractor fails to file a termination claim within one (1) year from the effective date of termination, the Owner shall pay the Contractor, an amount derived in accordance with subparagraph (c) below.

(b) The Owner and the Contractor may agree to the compensation, if any, due to the Contractor hereunder.

(c) Absent agreement to the amount due to the Contractor, the Owner shall pay the Contractor the following amounts:

(i) Contract prices for labor, materials, equipment and other services accepted under this Contract;

(ii) Reasonable costs incurred in preparing to perform and in performing the terminated portion of the Work, and in terminating the Contractor's performance, plus a fair and reasonable allowance for overhead and profit thereon (such profit shall not include anticipated profit or consequential damages), provided however, that if it appears that the Contractor would have not profited or would have sustained a loss if the entire Contract would have been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss, if any;

(iii) Reasonable costs of settling and paying claims arising out of the termination of subcontracts or orders pursuant to Subparagraph 12.2.1.2 of this Paragraph. These costs shall not include amounts paid in accordance with other provisions hereof.

The total sum to be paid the Contractor under this Subparagraph 12.2.1 shall not exceed the total Contract Price, as properly adjusted, reduced by the amount of payments otherwise made, and shall in no event include duplication of payment.

12.2.2 *FOR CAUSE*

12.2.2.1 If the Contractor persistently or repeatedly refuses or fails to prosecute the Work in a timely manner, abandons the jobsite and fails to resume work within five (5) days of written notice thereof by the Owner, fails to grant or allow access to the jobsite by the Owner or Architect, fails to supply enough properly skilled workers, supervisory personnel or proper equipment or materials, fails to make prompt payment to Subcontractors or for materials or labor, persistently disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, or otherwise is guilty of a violation of a material provision of this Contract, then the Owner may by written notice to the Contractor, without prejudice to any other right or remedy, terminate the employment of the Contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor and may finish the Work by whatever methods it may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the Work is finished.

12.2.2.2 If the unpaid balance of the Contract Price does not exceed the cost of finishing the work, including compensation for the Architect's additional services and expenses made necessary thereby, such difference shall be paid by the Contractor to the Owner. This obligation for payment shall survive the termination of the Contract.

12.2.2.3 In the event the employment of the Contractor is terminated by the Owner for cause pursuant to Subparagraph 12.2.2 and it is subsequently determined by a Court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a Termination for Convenience under Subparagraph 12.2.1 and the provisions of Subparagraph 12.2.1 shall apply.

ARTICLE XIII: INSURANCE

13.1 CONTRACTOR SHALL MAINTAIN INSURANCE

13.1.1 The Contractor at his own expense shall purchase, maintain and keep in force during the life of this contract, adequate insurance that will protect the Contractor and/or any Additional Insured from claims

which may arise out of or result from operations under this contract. The insurance required shall provide adequate protections from all claims, whether such operations be by the Contractor or by any Additional Insured or by any Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone whose acts of any of them may be liable and from any special hazards, such as blasting, which may be encountered in the performance of this contract in the amounts as shown below in Paragraph 13.2.1.

13.1.2 The Contractor shall not commence work on any Contract in the City of Lancaster until the Contractor has obtained all the insurance required under this paragraph and such insurance has been approved by the City.

13.2 TYPES AND AMOUNTS OF INSURANCE

13.2.1. The Contractor shall furnish and maintain during the life of the contract adequate Insurance in such amounts as follows:

Type of Insurance	Amount
Worker's Compensation as set forth in the Worker's Compensation Act.	
Commercial General Liability	
$1,000,000 Each Accident/Occurrence. The policy shall have no coverage removed by exclusions.	
Limit of Insurance per Project or Owner's and Contractor's Protective Liability Insurance for the Project.	
Automobile Liability	
$500,000 Combined single limit per occurrence.	

13.2 INSTALLATION FLOATER

This insurance shall protect the Contractor and the Owner from all insurable risks of physical loss or damage to materials and equipment not otherwise covered under builder's risk insurance, while in warehouse or storage areas, during installation, during testing, and after the work is completed. Installation floater insurance shall be of the "all risks" type, with coverage's designed for the circumstances which may occur in the particular work included in this contract. The coverage shall be for an amount not less than the insurable value of the work at completion, less the value of the materials and equipment insured under builder's risk insurance. The value shall include the aggregate value of the Owner furnished equipment and materials to be erected or installed by the Contractor not otherwise insured under builder's risk insurance.

13.3 Builders Risk

This insurance shall be written in completed value form and shall protect the Contractor and the Owner against risks of damage to buildings, structures, and materials and equipment not otherwise covered under installation floater insurance, from the perils of fire and lightning, the perils included in the standard extended coverage endorsement, and the perils of vandalism and malicious mischief. The amount of such insurance shall not be less than the insurable value of the work at completion less the value of the materials and equipment insured under installation floater insurance.

Equipment installed under this contract shall be insured under installation floater insurance when the aggregate value of the equipment exceeds $10,000.00.

If the work does not include the construction of building structures, builder's risk insurance may be omitted providing the installation floater insurance fully covers all work.

Builder's risk insurance shall provide for losses to be payable to the Contractor and the Owner as their interests may appear and shall contain a waiver of subrogation rights against the insured parties.

13.4 ADDITIONAL INSURED / PROJECT INFORMATION

The Owner shall be named as an additional insured on the Commercial General Liability (Public), Policies furnished by the Contractor.

The project name and bid/contract number shall be listed on the certificate.

13.5 WRITTEN NOTIFICATION

Each insurance policy shall contain a provision requiring that thirty (30) days prior to expiration, cancellation, non-renewal or any material change in coverage, a notice there of shall be given by certified mail to the Purchasing Agent, City of Lancaster, PO Box 940, Lancaster, Texas, 75146.

13.6 PREMIUMS AND ASSESSMENTS

Companies issuing the insurance policies shall have no recourse against the City for payment of any premiums or assessments for any deductibles which are at the sole responsibility and risk of the Contractor.

13.7 CERTIFICATE OF INSURANCE

Proof that the insurance is in force shall be furnished to the City of Lancaster on a Standard Certificate of Insurance Form. In the event any insurance policy shown on the Certificate of Insurance has an expiration date that is prior to the completion and final acceptance of the project by the City of Lancaster, the contractor shall furnish the City proof of identical continued coverage no later than thirty (30) days prior to the expiration date shown on the Certificate of Insurance.

13.8 PRIMARY COVERAGE

The coverage's provided herein shall be primary and noncontributory with any other insurance maintained by the City of Lancaster, Texas, for its benefit, including self insurance.

13.9 WORKER'S COMPENSATION INSURANCE COVERAGE

13.9.1 The Contractor shall:

1) provide coverage for its employees providing services on a project, for the duration of the

project based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements;

2) provide a certificate of coverage showing workers' compensation coverage to the governmental entity prior to beginning work on the project;

3) provide the governmental entity prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the contractor's current certificate of coverage ends during the duration of the project;

4) obtain from each person providing services on a project, and provide to the governmental entity:

(A) a certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and

(B) no later than seven days after receipt by the contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

5) retain all required certificates of coverage on file for the duration of the project and for one year thereafter;

6) notify the governmental entity in writing by certified mail or personal delivery, within 10 days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project;

7) post a notice on each project site informing all persons providing services on the project that they are required to be covered, and stating how a person may verify current coverage and report failure to provide coverage. This notice does not satisfy other posting requirements imposed by the Act or other commission rules. This notice must be printed with a title in at least 30 point bold type and text in at least 19 point normal type, and shall be in both English and Spanish and any other language common to the worker population. The text for the notices shall be the following text provided by the Texas Worker's Compensation Commission on the sample notice, without any additional words or changes:

Required Workers' Compensation Coverage

"The law requires that each person working on this site or providing services related to this construction project must be covered by workers' compensation insurance. This includes persons providing, hauling, or delivering equipment or materials, or providing labor or transportation or other service related to the project, regardless of the identity of their employer or status as an employee."

"Call the Texas Workers' Compensation Commission at 512-440-3789 to receive information on the legal requirement for coverage, to verify whether your employer has provided the required coverage, or to report an employer's failure to provide coverage."

and

(8) contractually require each person with whom it contracts to provide services on a project, to:

(A) provide coverage based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements for all of its employees providing services on the project, for the duration of the project;

(B) provide a certificate of coverage to the contractor prior to that person beginning work on the project;

(C) include in all contracts to provide services on the project the language in subsection (e) (3) of this rule;

(D) provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

(E) obtain from each other person with whom it contracts, and provide to the Contractor:

(i) a certificate of coverage, prior to the other person beginning work on the project; and

(ii) prior to the end of the coverage period, a new certificate of coverage showing extension of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

(F) retain all required certificates of coverage on file for the duration of the project and for one year thereafter;

(G) notify the governmental entity in writing by certified mail or personal delivery, within 10 days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and

(H) contractually require each other person with whom it contracts, to perform as required by sub-paragraphs (A) - (H) of this paragraph, with the certificate of coverage to be provided to the person for whom they are providing services.

ARTICLE XIV: MISCELLANEOUS

14.1 LAWS AND ORDINANCES

14.1.1 The Contractor shall at all times and in all respects observe and comply with all federal, state and local laws, ordinances, and regulations applicable to the Project and Work. The Contractor shall further insure that all Subcontractors observe and comply with said laws, ordinances and regulations.

14.2 GOVERNING LAW

14.2.1 The Contract shall be governed by the laws of the State of Texas. Venue for any causes of action arising under the terms or provisions of this Contract or the Work to be performed hereunder shall be in the courts of Dallas County, Texas.

14.3 SUCCESSORS AND ASSIGNS

14.3.1 The Owner and Contractor bind themselves, their successors, assigns and legal representatives to the other party hereto and to successors, assigns and legal representatives of such other party in respect to covenants, agreements and obligations contained in this Contract. The Contractor shall not assign this Contract without written consent of the Owner.

14.4 SURETY BONDS

14.4.1 If the Contract Price exceeds the sum of $25,000.00, the Contractor shall furnish separate performance and payment bonds to the Owner, according to the requirements set out in the bid documents and state statutes to guaranty full and faithful performance of the Contract and the full and final payment of all persons supplying labor or materials to the Project. Each bond required by the bid documents or state statute shall set forth a penal sum in an amount not less than the Contract Price. Each bond furnished by the Contractor shall incorporate by reference the terms of this Contract as fully as though they were set forth verbatim in such bonds. In the event the Contract Price is adjusted by Change Order executed by the Contractor, the penal sum of both the performance bond and the payment bond shall be deemed increased by like amount. The performance and payment bonds furnished by the Contractor shall be in form suitable to the Owner and shall be executed by a surety, or sureties, reasonably suitable to the Owner and authorized to do business in the State of Texas by the State Board of Insurance.

14.4.2 If the Contract Price exceeds the sum of $25,000.00, the Contractor, upon execution of the Contract and prior to commencement of the Work, shall furnish to the Owner a two-year maintenance bond in the amount of one hundred percent (100%) of the Contract Price covering the guaranty and maintenance prescribed herein, written by an approved surety authorized and duly licensed to conduct business in the State of Texas. The cost of said maintenance bond shall be included in the Contractor's unit bid prices and shall be paid by the Contractor.

14.5 SEVERABILITY

14.5.1 The provisions of this Contract are herein declared to be severable; in the event that any term, provision or part hereof is determined to be invalid, void or unenforceable, such determination shall not affect the validity or enforceability of the remaining terms, provisions and parts, and this Contract shall be read as if the invalid, void or unenforceable portion had not be included herein.

14.6 AMENDMENTS

14.6.1 This Contract may be amended by the parties only by a written agreement duly executed by both parties. The failure of the Owner to object to any nonperformance or nonconforming work or to enforce any provision hereof shall in no event be regarded as or construed to be a waiver, release or modification of any term or provision in this Contract, nor shall such failure to object or enforce stop the Owner from insisting on strict compliance with this Contract or from recovering damages, costs or expenses arising as a result of such nonperformance or nonconforming work.

14.7 NOTICES

14.6.1 All notices required by this Contract shall be presumed received when deposited in the mail properly addressed to the other party or Architect at the address set forth herein or set forth in a written designation of change of address delivered to all parties and the Architect.

EXECUTED in single or multiple originals, this 13th day of June, 2022.

CITY OF LANCASTER

_____

Opal Mauldin-Jones, City Manager

ATTEST:

_____

SorAngel Arenas, City Secretary

URBAN LANDSCAPING & IRRIGATION

_____

_____

Dexter Payne

700 S. Dallas Avenue
Lancaster, TX 75146

CITY OF LANCASTER CITY COUNCIL

City Council Regular Meeting **3.**

Meeting Date: 06/13/2022

Policy Statement: This request supports the City Council 2021-2022 Policy Agenda

Goal(s): Sound Infrastructure

Submitted by: Andrew Waits, Director of Public Works

Agenda Caption:

Consider a resolution authorizing the award of requests for proposal (RFP) 2022-07 to Atkins Bros. Equip. Co., Inc.as the primary contractor and QKB Inc. as the secondary contractor for the purpose of water & wastewater repair & replacements within the City of Lancaster consistent with the prices submitted in (RFP) 2022-07.

Background:

Sound Infrastructure has been identified as a key performance objective for the City Council. City staff have been completing infrastructure projects annually to realize the goal of having sound infrastructure. The approval of RFP 2022-07 will continue to show Council's dedication and commitment towards achieving this goal.

Operational Considerations:

This project consists of water and wastewater repairs and replacements for a period of one year with four (4) optional one year renewals. City staff will serve as the project manager and will coordinate with Atkins Bros. Equip. Co. Inc. as the primary contractor and QKB Inc. as the secondary contractor to ensure the water and wastewater repairs and replacements are completed in accordance with the City of Lancaster design manual and specifications.

Legal Considerations:

The RFP was processed in accordance with all local and state purchasing statutes. The RFP was advertised in the Focus Daily News on March 25, 2022, and March 31, 2022. The RFP was posted on the City's electronic procurement system and opened on April 4, 2022, and closed on April 22, 2022. Two proposals were received with Atkins Bros. Equip. Co., Inc. being the lowest qualified contractor who shall be utilized as the primary contractor. The City wishes to enter a contract with QKB Inc. as the secondary contractor in the event the primary contractor is unable to fulfill the contract requirements. The City Attorney has reviewed and approved the agreement and resolution as to form.

This formal RFP process meets the requirements set forth in the statutes, including advertising, Minority and Women-Owned Business Enterprise (M/WBE) participation, reference checks, verification of insurance and bonding, if required by specifications, and any other requirements. The approval of this RFP will allow the City staff to address the operational needs in a timely and efficient manner.

Public Information Considerations:

This item is being considered at a Regular Meeting of the City Council noticed in accordance with the Texas Open Meetings Act.

Fiscal Impact:

Funding for water and sewer repairs and replacement are approved by City Council annually with funds available in the water and wastewater fund accounts.

Options/Alternatives:

1. City Council may approve the resolution, as presented.
2. City Council may deny the resolution, as presented.

Recommendation:

Staff recommends approval of the resolution, as presented.

Attachments

Resolution
Exhibit A
Exhibit B
RFP Response Atkins
RFP Response QKB
RFP Tabulation

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LANCASTER, TEXAS AUTHORIZING THE AWARD OF BID 2022-07 TO ATKINS BROS. EQUIP. CO., INC. AS THE PRIMARY CONTRACTOR AND QKB INC. AS THE SECONDARY CONTRACTOR FOR WATER AND WASTEWATER REPAIR AND REPLACEMENT SERVICES THROUGHOUT THE CITY OF LANCASTER CONSISTENT WITH THE PRICES SUBMITTED IN RFP-2022-07; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT; PROVIDING FOR A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Lancaster, Texas has determined, after due consideration, that it is in the best interest of the City to award a contract to Atkins Bros. Equip. Co., Inc. as the primary contractor and QKB Inc. as the secondary contractor for water and wastewater repairs and replacement services throughout the City of Lancaster. The agreement lists line-item pricing for various water & wastewater repairs consistent with the prices submitted in (RFP) 2022-07; and

WHEREAS, the RFP was processed in accordance with all local and state purchasing statues.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LANCASTER, TEXAS:

SECTION 1. That the City Manager of the City of Lancaster, Texas is hereby authorized to execute the contract, attached hereto as Exhibit "A" and Exhibit "B".

SECTION 2. Any prior Resolution of the City Council in conflict with the provisions contained in this resolution are hereby repealed and revoked.

SECTION 3. Should any part of this Resolution to be held to be invalid for any reason, the remainder shall not be affected thereby, and such remaining portions are hereby declared to be severable.

SECTION 4. This resolution shall become effective immediately from and after this bid was processed in accordance with all local and state purchasing statues passage, and the law and charter in such cases provide.

DULY PASSED and approved by the City Council of the City of Lancaster, Texas, on this the 13th day of June, 2022.

ATTEST:

Sorangel O. Arenas, City Secretary

APPROVED:

Clyde C. Hairston, Mayor

APPROVED AS TO FORM:

David T. Ritter, City Attorney

City of Lancaster, Texas
Standard Fixed Price Construction Agreement

This Agreement is made by and between the City of Lancaster, Texas, a home-rule municipality (hereinafter referred to as the "Owner") and Atkins Bros. Equip. CO., Inc., (hereinafter referred to as the "Contractor") for construction of Landscape and Irrigation Installation (Bid #2022-07), (hereinafter referred to as the "Project"), the Owner and the Contractor hereby agree as follows:

ARTICLE I: CONTRACT & CONTRACT DOCUMENTS

1.1 THE CONTRACT

1.1.1 The Contract between the Owner and the Contractor, of which this Agreement is a part, consists of the Contract Documents. It shall be effective on the date this Agreement is executed by the last party to execute it.

1.2. THE CONTRACT DOCUMENTS

1.2.1 The Contract Documents consist of this Agreement, the Specifications, the Drawings, all Change Orders and Field Orders issued hereafter, any other amendments hereto executed by the parties hereafter, together with the following (if any): Bid documents for 2022-07 and Bid Response Documents.

Documents not enumerated in this Paragraph 1.2.1 are not Contract Documents and do not form part of this Contract.

1.3 ENTIRE AGREEMENT

1.3.1 This Contract, together with the Contractor's performance, maintenance, and payment bonds for the Project, all General Conditions, Special Conditions, Plans and Specifications, and Addenda attached thereto, constitute the entire and exclusive agreement between the Owner and the Contractor with reference to the Project. Specifically, but without limitation, this Contract supersedes any bid documents and all prior written or oral communications, representations and negotiations, if any, between the Owner and Contractor not expressly made a part hereof.

1.4 NO PRIVITY WITH OTHERS

1.4.1 Nothing contained in this Contract shall create, or be interpreted to create, privity or any other contractual agreement between the Owner and any person or entity other than the Contractor.

1.5 INTENT AND INTERPRETATION

1.5.1 The intent of this Contract is to require complete, correct and timely execution of the Work. Any Work that may be required, implied or inferred by the Contract Documents, or any one or more of them, as necessary to produce the intended result shall be provided by the Contractor for the Contract Price.

1.5.2 This Contract is intended to be an integral whole and shall be interpreted as internally consistent. What is required by any one Contract Document shall be considered as required by the Contract.

1.5.3 When a word, term or phrase is used in this Contract, it shall be interpreted or construed, first, as defined herein; second, if not defined, according to its generally accepted meaning in the construction industry; and third, if there is no generally accepted meaning in the construction industry, according to its common and customary usage.

1.5.4 The words "include", "includes", or "including", as used in this Contract, shall be deemed to be followed by the phrase, "without limitation".

1.5.5 The specification herein of any act, failure, refusal, omission, event, occurrence or condition as constituting a material breach of this Contract shall not imply that any other, non-specified act, failure, refusal, omission, event, occurrence or condition shall be deemed not to constitute a material breach of this Contract.

1.5.6 Words or terms used as nouns in this Contract shall be inclusive of their singular and plural forms, unless the context of their usage clearly requires a contrary meaning.

1.5.7 The Contractor shall have a continuing duty to read, carefully study and compare each of the Contract Documents, the Shop Drawings, the Product Data, and any Plans and Specifications, and shall give written notice to the Owner of any inconsistency, ambiguity, error or omission which the Contractor may discover with respect to these documents before proceeding with the affected Work. The issuance or the express or implied approval by the Owner or the Architect of the Contract Documents, Shop Drawings, or Product Data shall not relieve the Contractor of the continuing duties imposed hereby, nor shall any such approval be evidence of the Contractor's compliance with this Contract. The Owner has requested the Architect to only prepare documents for the Project, including the Drawings and Specifications for the Project, which are accurate, adequate, consistent, coordinated and sufficient for construction. **However, the owner makes no representation or warranty of any nature whatsoever to the contractor concerning such documents.** By the execution hereof, the Contractor acknowledges and represents that it has received, reviewed and carefully examined such documents, has found them to be complete, accurate, adequate, consistent, coordinated and sufficient for construction, and that the Contractor has not, does not, and will not rely upon any representation or warranties by the Owner concerning such documents as no such representation or warranties have been or are hereby made. Further, the Contractor represents and warrants that it has had a sufficient opportunity to inspect the Project site and assumes any and all responsibility for inadequacies or ambiguities in

the plans, drawings or specifications as well as for latent conditions of the site where the work is to be performed.

1.5.8 As between numbers and scaled measurements on the Drawings and in the Design, the numbers shall govern, as between larger scale and smaller scale drawings, the larger scale shall govern.

1.5.9 Neither the organization of any of the Contract Documents into divisions, sections, paragraphs, articles, (or other categories), nor the organization or arrangement of the Design, shall control the Contractor in dividing the Work or in establishing the extent or scope of the Work to be performed by Subcontractors.

1.6 OWNERSHIP OF CONTRACT DOCUMENTS

1.6.1 The Contract Documents, and each of them, shall remain the property of the Owner. The Contractor shall have the right to keep one record set of the Contract Documents upon completion of the Project; provided, however, that in no event shall Contractor use, or permit to be used, any or all of such Contract Documents on other projects without the Owner's prior written authorization.

ARTICLE II: THE WORK

2.1 The Contractor shall perform all of the Work required, implied or reasonably inferable from, this Contract.

2.2 WORK

2.2.1 The term "Work" shall mean whatever is done by or required of the Contractor to perform and complete its duties under this Contract, including the following: construction of the whole or a designated part of the Project; furnishing of any required surety bonds and insurance, and the provision or furnishing of labor, supervision, services, materials, supplies, equipment, fixtures, appliances, facilities, tools, transportation, storage, power, permits and licenses required of the Contractor, fuel, heat, light, cooling and all other utilities as required by this Contract. The Work to be performed by the Contractor is generally described as follows:

Bid #2022-07 Water & Wastewater Repair & Replacement

2.2.2 The Contractor shall be responsible for paying for and procuring all materials and labor and furnishing all services necessary or appropriate for the full performance of the Work and the for the full completion of the Project. All materials shall be new and materials and workmanship shall be of good quality. Upon request, the Contractor shall furnish satisfactory proof of the type, kind, and quality of materials.

ARTICLE III: CONTRACT TIME

3.1 TIME AND LIQUIDATED DAMAGES

3.1.1 The Contractor shall commence the Work within 10 days of receipt of a written Notice to Proceed, and shall achieve Substantial Completion of the Work no later than thirty (30) working days from the date specified in the Notice to Proceed. The parties acknowledge that time is of the essence in the performance of the terms of this Contract. The term "calendar days" shall mean any and all days of the week or month, no days being excepted. It is contemplated by the parties that the progress of the Work may be delayed by certain conditions beyond the control of the parties; these delays have been contemplated by the parties and considered in the time allotted for performance specified herein and includes, but is not limited to delays occasioned on account of adverse weather, temporary unavailability of materials, shipment delays, and the presence and potential interference of other contractors who may be performing work at the Project site unrelated to this agreement.

The number of calendar days from the date on which the Work is permitted to proceed, through the date set forth for Substantial Completion, shall constitute the "Contract Time".

3.1.2 The Contractor shall pay the Owner the sum of $120.00 per day for each and every calendar day of unexcused delay in achieving Substantial Completion beyond the date set forth herein for Substantial Completion of the Work. Any sums due and payable hereunder by the Contractor shall be payable, not as a penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by the Owner, estimated at or before the time of executing this Contract. When the Owner reasonably believes that Substantial Completion will be inexcusably delayed, the Owner shall be entitled, but not required, to withhold from any amounts otherwise due the Contractor an amount then believed by the Owner to be adequate to recover liquidated damages applicable to such delays. If and when the Contractor overcomes the delay in achieving Substantial Completion, or any part thereof, for which the Owner has withheld payment, the Owner shall promptly release to the Contractor those funds withheld, but no longer applicable, as liquidated damages.

3.1.3 In the event that the Contractor achieves certification of substantial completion prior to the scheduled completion date, the Owner shall pay to the Contractor the sum of $0.00 per day for each calendar day that substantial completion is certified in advance of the scheduled completion date.

3.1.4 No claim shall be made by the Contractor to the Owner, and no damages, costs or extra compensation shall be allowed or paid by the Owner to the Contractor for any delay or hindrance from any cause in the progress or completion of the Work or this Contract. The Contractor's sole remedy in the event of any delay or hindrance shall be to request time extensions by written change orders as provided for hereinafter. Should the Contractor be delayed by an act of the Owner, or should the Owner order a stoppage of the Work for sufficient cause, an extension of time shall be granted by the Owner by written authorization upon written application,

which extension shall not be unreasonably denied, to compensate for the delay.

3.1.5 The Owner shall have the authority to suspend the Work wholly or in part for such period or periods of time as it may deem appropriate due to unsuitable conditions considered unfavorable for the proper prosecution of the Work or for the failure of the Contractor to carry out instructions from the Owner or Owner's representative. During any period in which the Work is stopped or during which any of the Work is not actively in progress for any reason, Contractor shall properly protect the site and the Work from damage, loss or harm.

3.2 SUBSTANTIAL COMPLETION

3.2.1 "Substantial Completion" shall mean that stage in the progression of the Work when the Work is sufficiently complete in accordance with this Contract that the Owner can enjoy beneficial use or occupancy of the Work and can utilize the Work for its intended purpose, even though minor miscellaneous work and/or adjustment may be required.

3.3 TIME IS OF THE ESSENCE

3.3.1 All limitations of time set forth in the Contract Documents are of the essence of this Contract.

ARTICLE IV: CONTRACT PRICE

4.1 THE CONTRACT PRICE

4.1.1 The Owner shall pay, and the Contractor shall accept, as full and complete payment for all of the Work required herein, the aggregate sum consistent with the prices submitted in RFP 2022-07.

The sum set forth in this Paragraph 4.1 shall constitute the Contract Price which shall not be modified except by written Change Order as provided in this Contract.

ARTICLE V: PAYMENT OF THE CONTRACT PRICE

5.1 SCHEDULE OF VALUES

5.1.1 Within ten (10) calendar days of the effective date hereof, the Contractor shall submit to the Owner and/or to the Architect a Schedule of Values allocating the Contract Price to the various portions of the Work. The Contractor's Schedule of Values shall be prepared in such form, with such detail, and supported by such data as the Architect or the Owner may require to substantiate its accuracy. The Contractor shall not imbalance the Schedule of Values nor artificially inflate any element thereof. The violation of this provision by the Contractor shall constitute a material breach of this Contract. The Schedule of Values shall be used only as a basis for the Contractor's Applications for Payment and shall only constitute such basis after it has been acknowledged and accepted in writing by the Architect and the Owner.

5.2 PAYMENT PROCEDURE

5.2.1 The Owner shall pay the Contract Price to the Contractor as provided below.

5.2.2 ***PROGRESS PAYMENTS*** - Based upon the Contractor's Applications for Payment submitted to the Architect and upon Certificates for Payment subsequently issued to the Owner by the Architect, the Owner shall make progress payments to the Contractor on account of the Contract Price.

5.2.3 On or before the 25th day of each month after commencement of the Work, the Contractor shall submit an Application for Payment for the period ending the 15th day of the month to the Architect in such form and manner, and with such supporting data and content, as the Owner or the Architect may require. Therein, the Contractor may request payment for ninety percent (90%) of that portion of the Contract Price properly allocable to Contract requirements properly provided, labor, materials and equipment properly incorporated in the Work, less the total amount of previous payments received from the Owner. Such Application for Payment shall be signed by the Contractor and shall constitute the Contractor's representation that the Work has progressed to the level for which payment is requested in accordance with the Schedule of Values, that the Work has been properly installed or performed in full compliance with this Contract, and that the Contractor knows of no reason why payment should not be made as requested. Thereafter, the Architect will review the Application for Payment and may also review the Work at the Project site or elsewhere to determine whether the quantity and quality of the Work is as represented in the Application for Payment and is as required by this Contract. The Architect shall determine and certify to the Owner the amount properly owing to the Contractor. The Owner shall make partial payments on account of the Contract Price to the Contractor within thirty (30) days following the Architect's receipt and approval of each Application for Payment. The amount of each partial payment shall be the amount certified for payment by the Architect less such amounts, if any, otherwise owing by the Contractor to the Owner or which the Owner shall have the right to withhold as authorized by this Contract. The Architect's certification of the Contractor's Application for Payment shall not preclude the Owner from the exercise of any of its rights as set forth in Paragraph 5.3 below.

5.2.4 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment, all Work for which payments have been received from the Owner shall be free and clear of liens, claims, security interest or other encumbrances in favor of the Contractor or any other person or entity whatsoever.

5.2.5 The Contractor shall promptly pay each Subcontractor out of the amount paid to the Contractor on account of such Subcontractor's Work, the amount to which such Subcontractor is entitled. In the event the Owner becomes informed that the Contractor has not paid a Subcontractor as herein provided, the Owner shall have the right, but not the duty, to issue future

checks in payment to the Contractor of amounts otherwise due hereunder naming the Contractor and such Subcontractor as joint payees. Such joint check procedure, if employed by the Owner, shall create no rights in favor of any person or entity beyond the right of the named payees to payment of the check and shall not be deemed to commit the Owner to repeat the procedure in the future.

5.2.6 No progress payment, nor any use or occupancy of the Project by the owner, shall be interpreted to constitute an acceptance of any Work not in strict accordance with this Contract.

5.3 WITHHELD PAYMENT

5.3.1 The Owner may decline to make payment, may withhold funds, and, if necessary, may demand the return of some or all of the amounts previously paid to the Contractor, to protect the Owner from loss because of:

(a) defective Work not remedied by the Contractor nor, in the opinion of the Owner, likely to be remedied by the Contractor;

(b) claims of third parties against the Owner or the Owner's property;

(c) failure by the Contractor to pay Subcontractors or others in a prompt and proper fashion;

(d) evidence that the balance of the Work cannot be completed in accordance with the Contract for the unpaid balance of the Contract Price,

(e) evidence that the Work will not be completed in the time required for substantial or final completion;

(f) persistent failure to carry out the Work in accordance with the Contract;

(g) damage to the Owner or a third party to whom the Owner is, or may be, liable.

In the event that the Owner makes written demand upon the Contractor for amounts previously paid by the Owner as contemplated in this Subparagraph 5.3.1, the Contractor shall promptly comply with such demand. The Owner shall have no duty to third parties to withhold payment to the Contractor and shall incur no liability for a failure to withhold funds.

5.4 UNEXCUSED FAILURE TO PAY

5.4.1 If within fifteen (15) days after the date established herein for payment to the Contractor by the Owner, the Owner, without cause or basis hereunder, fails to pay the Contractor any amount then due and payable to the Contractor, then the Contractor may after ten (10) additional days' written notice to the Owner and the Architect, and without prejudice to any other available rights or remedies it may have, stop the Work until payment of those amounts due from the Owner have been received. Late payments shall not accrue interest or other late charges.

5.5 SUBSTANTIAL COMPLETION

5.5.1 When the Contractor believes that the Work is substantially complete, the Contractor shall submit to the Architect a list of items to be completed or corrected. When the Architect on the basis of an inspection determines that the Work is in fact substantially complete, it will prepare a Certificate of Substantial Completion which shall establish the date of Substantial Completion, shall state the responsibilities of the Owner and the Contractor for Project security, maintenance, heat, utilities, damage to the Work, and insurance, and shall fix the time within which the Contractor shall complete the items listed therein. Guarantees required by the Contract shall commence on the date of Substantial Completion of the Work. The Certificate of Substantial Completion shall be submitted to the Owner and the Contractor for their written acceptance of the responsibilities assigned to them in such certificate.

Upon Substantial Completion of the Work, and execution by both the Owner and the Contractor of the Certificate of Substantial Completion, the Owner shall pay the Contractor an amount sufficient to increase total payments to the Contractor to one hundred percent (100%) of the Contract Price less three hundred percent (300%) of the reasonable cost as determined by the Owner and the Architect for completing all incomplete Work, correcting and bringing into conformance all defective and nonconforming Work, and handling all unsettled claims.

5.6 COMPLETION AND FINAL PAYMENT

5.6.1 When all of the Work is finally complete and the Contractor is ready for a final inspection, it shall notify the Owner and the Architect thereof in writing. Thereupon, the Architect will make final inspection of the Work and, if the Work is complete in full accordance with this Contract and this Contract has been fully performed, the Architect will promptly issue a final Certificate for Payment certifying to the Owner that the Project is complete and the Contractor is entitled to the remainder of the unpaid Contract Price, less any amount withheld pursuant to this Contract. If the Architect is unable to issue its final Certificate for Payment and is required to repeat its final inspection of the Work, the Contractor shall bear the cost of such repeat final inspection(s) which cost may be deducted by the Owner from the Contractor's final payment.

5.6.1.1 If the Contractor fails to achieve final completion within the time fixed by the Architect in its Certificate of Substantial Completion, the Contractor shall pay the Owner the sum set forth hereinabove as liquidated damages per day for each and every calendar day of unexcused delay in achieving final completion beyond the date set forth herein for final completion of the Work. Any sums due and payable hereunder by the Contractor shall be payable, not as a penalty, but as liquidated damages representing an estimate of delay damages

likely to be sustained by the Owner, estimated at or before the time of executing this Contract. When the Owner reasonably believes that final completion will be inexcusably delayed, the Owner shall be entitled, but not required, to withhold from any amounts otherwise due the Contractor an amount then believed by the Owner to be adequate to recover liquidated damages applicable to such delays. If and when the Contractor overcomes the delay in achieving final completion, or any part thereof, for which the Owner has withheld payment, the Owner shall promptly release to the Contractor those funds withheld, but no longer applicable, as liquidated damages.

5.6.2 The Contractor shall not be entitled to final payment unless and until it submits to the Architect its affidavit that all payrolls, invoices for materials and equipment, and other liabilities connected with the Work for which the Owner, or the Owner's property might be responsible, have been fully paid or otherwise satisfied; releases and waivers of lien from all Subcontractors of the Contractor and of any and all other parties required by the Architect or the Owner; consent of Surety, if any, to final payment. If any third party fails or refuses to provide a release of claim or waiver of lien as required by the Owner, the Contractor shall furnish a bond satisfactory to the Owner to discharge any such lien or indemnify the Owner from liability.

5.6.3 The Owner shall make final payment of all sums due the Contractor within ten (10) days of the Architect's execution of a final Certificate for Payment.

5.6.4 Acceptance of final payment shall constitute a waiver of all claims against the Owner by the Contractor except for those claims previously made in writing against the Owner by the Contractor, pending at the time of final payment, and identified in writing by the Contractor as unsettled at the time of its request for final payment.

5.6.5 Under no circumstance shall Contractor be entitled to receive interest on any payments or monies due Contractor by the Owner, whether the amount on which the interest may accrue is timely, late, wrongfully withheld, or an assessment of damages of any kind.

ARTICLE VI: THE OWNER

6.1 INFORMATION, SERVICES AND THINGS REQUIRED FROM OWNER

6.1.1 The Owner shall furnish to the Contractor, at the time of executing this Contract, any and all written and tangible material in its possession concerning conditions below ground at the site of the Project.

Such written and tangible material is furnished to the Contractor only in order to make complete disclosure of such material and for no other purpose. By furnishing such material, the Owner does not represent, warrant, or guarantee its accuracy either in whole, in part, implicitly or explicitly, or at all, and shall have no liability therefore. The Owner shall also furnish surveys, legal limitations and utility locations (if known), and a legal description of the Project site.

6.1.2 Excluding permits and fees normally the responsibility of the Contractor, the Owner shall obtain all approvals, easements, and the like required for construction and shall pay for necessary assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

6.1.3 The Owner shall furnish the Contractor, free of charge, one copy of the Contract Documents for execution of the Work.

6.2 RIGHT TO STOP WORK

6.2.1 If the Contractor persistently fails or refuses to perform the Work in accordance with this Contract, or if the best interests of the public health, safety or welfare so require, the Owner may order the Contractor to stop the Work, or any described portion thereof, until the cause for stoppage has been corrected, no longer exists, or the Owner orders that Work be resumed. In such event, the Contractor shall immediately obey such order.

6.3 OWNER'S RIGHT TO PERFORM WORK

6.3.1 If the Contractor's Work is stopped by the Owner under Paragraph 6.2, and the Contractor fails within seven (7) days of such stoppage to provide adequate assurance to the Owner that the cause of such stoppage will be eliminated or corrected, then the Owner may, without prejudice to any other rights or remedies the Owner may have against the Contractor, proceed to carry out the subject Work. In such a situation, an appropriate Change Order shall be issued deducting from the Contract Price the cost of correcting the subject deficiencies, plus compensation for the Architect's additional services and expenses necessitated thereby, if any. If the unpaid portion of the Contract Price is insufficient to cover the amount due the Owner, the Contractor shall pay the difference to the Owner.

ARTICLE VII: THE CONTRACTOR

7.1 The Contractor is again reminded of its continuing duty set forth in Subparagraph 1.5.7. The Contractor shall perform no part of the Work at any time without adequate Contract Documents or, as appropriate, approved Shop Drawings, Product Data or Samples for such portion of the Work. If the Contractor performs any of the Work knowing it involves a recognized error, inconsistency or omission in the Contract Documents without such notice to the Architect, the Contractor shall bear responsibility for such performance and shall bear the cost of correction.

7.2 The Contractor shall perform the Work strictly in accordance with this Contract.

7.3 The Contractor shall supervise and direct the Work using the Contractor's best skill, effort and attention. The Contractor shall be responsible to the Owner for any and all acts or omissions of the

Contractor, its employees and others engaged in the Work on behalf of the Contractor.

7.3.1 The Contractor shall give adequate attention to the faithful prosecution of the Work and the timely completion of this Contract, with authority to determine the manner and means of performing such Work, so long as such methods insure timely completion and proper performance.

7.3.2 The Contractor shall exercise all appropriate means and measures to insure a safe and secure jobsite in order to avoid and prevent injury, damage or loss to persons or property.

7.4 WARRANTY

7.4.1 The Contractor warrants to the Owner that all labor furnished to progress the Work under this Contract will be competent to perform the tasks undertaken, that the product of such labor will yield only first-class results, that materials and equipment furnished will be of good quality and new unless otherwise permitted by this Contract, and that the Work will be of good quality, free from faults and defects and in strict conformance with this Contract. All Work not conforming to these requirements may be considered defective.

7.5 The Contractor shall obtain and pay for all permits, fees and licenses necessary and ordinary for the Work. The Contractor shall comply with all lawful requirements applicable to the Work and shall give and maintain any and all notices required by applicable law pertaining to the Work.

7.6 SUPERVISION

7.6.1 The Contractor shall employ and maintain at the Project site only competent supervisory personnel. Absent written instruction from the Contractor to the contrary, the superintendent shall be deemed the Contractor's authorized representative at the site and shall be authorized to receive and accept any and all communications from the Owner or the Architect.

7.6.2 Key supervisory personnel assigned by the Contractor to this Project are as follows:

NAME	FUNCTION
Atkins Bros. Equip. Co., Inc	On site Forman

So long as the individuals named above remain actively employed or retained by the Contractor, they shall perform the functions indicated next to their names unless the Owner agrees to the contrary in writing. In the event one or more individuals not listed above subsequently assume one or more of those functions listed above, the Contractor shall be bound by the provisions of this Subparagraph 7.6.2 as though such individuals had been listed above.

7.7 The Contractor, within fifteen (15) days of commencing the Work, shall submit to the Owner and the Architect for their information, the Contractor's schedule for completing the Work. The Contractor's schedule shall be revised no less frequently than monthly (unless the parties otherwise agree in writing) and shall be revised to reflect conditions encountered from time to time and shall be related to the entire Project. Each such revision shall be furnished to the Owner and the Architect. Failure by the Contractor to strictly comply with the provisions of this Paragraph 7.7 shall constitute a material breach of this Contract.

7.8 The Contractor shall continuously maintain at the site, for the benefit of the owner and the Architect, one record copy of this Contract marked to record on a current basis changes, selections and modifications made during construction. Additionally, the Contractor shall maintain at the site for the Owner and Architect the approved Shop Drawings, Product Data, Samples and other similar required submittals. Upon final completion of the Work, all of these record documents shall be delivered to the Owner.

7.9 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

7.9.1 Shop Drawings, Product Data, Samples and other submittals from the Contractor do not constitute Contract Documents. Their purpose is merely to demonstrate the manner in which the Contractor intends to implement the Work in conformance with information received from the Contract Documents.

7.9.2 The Contractor shall not perform any portion of the Work requiring submittal and review of Shop Drawings, Product Data or Samples unless and until such submittal shall have been approved by the Architect. Approval by the Architect, however, shall not be evidence that Work installed pursuant thereto conforms with the requirements of this Contract.

7.10 CLEANING THE SITE AND THE PROJECT

7.10.1 The Contractor shall keep the site reasonably clean during performance of the Work. Upon final completion of the Work, the Contractor shall clean the site and the Project and remove all waste, rubbish, temporary structures, and other materials together with all of the Contractor's property therefrom. Contractor shall dispose of all refuse at a Texas Natural Resource Conservation Commission approved landfill. The Contractor shall further restore all property damaged during the prosecution of the Work and shall leave the site in a clean and presentable condition. No additional payment shall be made by the Owner for this work, the compensation having been considered and included in the contract price.

7.11 ACCESS TO WORK AND INSPECTIONS

7.11.1 The Owner and the Architect shall have access to the Work at all times from commencement of the Work through final completion. The Contractor shall take whatever steps necessary to provide access when requested. When reasonably requested by the Owner or

the Architect, the Contractor shall perform or cause to be performed such testing as may be necessary or appropriate to insure suitability of the jobsite or the Work's compliance with the Contract requirements.

7.12 INDEMNITY AND DISCLAIMER

7.12.1 **OWNER SHALL NOT BE LIABLE OR RESPONSIBLE FOR, AND SHALL BE INDEMNIFIED, DEFENDED, HELD HARMLESS AND RELEASED BY CONTRACTOR FROM AND AGAINST ANY AND ALL SUITS, ACTIONS, LOSSES, DAMAGES, CLAIMS, OR LIABILITY OF ANY CHARACTER, TYPE, OR DESCRIPTION, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES FOR INJURY OR DEATH TO ANY PERSON, OR INJURY OR LOSS TO ANY PROPERTY, RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS, INCLUDING THE CONTRACTOR, OR PROPERTY, ARISING OUT OF, OR OCCASIONED BY, DIRECTLY OR INDIRECTLY, THE PERFORMANCE OF CONTRACTOR UNDER THIS AGREEMENT, INCLUDING CLAIMS AND DAMAGES ARISING IN WHOLE OR IN PART FROM THE NEGLIGENCE OF OWNER, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE OWNER UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW. THE PROVISIONS OF THIS INDEMNIFICATION ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY. IT IS THE EXPRESSED INTENT OF THE PARTIES TO THIS AGREEMENT THAT THE INDEMNITY PROVIDED FOR IN THIS CONTRACT IS AN INDEMNITY EXTENDED BY CONTRACTOR TO INDEMNIFY AND PROTECT OWNER FROM THE CONSEQUENCES OF THE CONTRACTOR'S AS WELL AS THE OWNER'S NEGLIGENCE, WHETHER SUCH NEGLIGENCE IS THE SOLE OR PARTIAL CAUSE OF ANY SUCH INJURY, DEATH, OR DAMAGE, AND THAT THE CONTRACTOR IS SOLELY RESPONSIBLE FOR THE INDEMNIFICATION OF OWNER AND DEFENSE OF ANY CLAIMS AGAINST CONTRACTOR AND/OR OWNER ARISING FROM THE WORK PERFORMED UNDER THIS AGREEMENT.**

7.12.2 The Contractor will secure and maintain Contractual Liability insurance to cover this indemnification agreement that will be primary and non-contributory as to any insurance maintained by the Owner for its own benefit, including self-insurance. In addition, Contractor shall obtain and file with Owner a Standard Certificate of Insurance evidencing the required coverage.

7.12.3 In claims against any person or entity indemnified under this Paragraph 7.12 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Paragraph 7.12 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

7.13 NONDISCRIMINATION

7.13.1 The Contractor shall not discriminate in any way against any person, employee or job applicant on the basis of race, color, creed, national original, religion, age, sex, or disability where reasonable accommodations can be effected to enable the person to perform the essential functions of the job. The Contractor shall further insure that the foregoing nondiscrimination requirement shall be made a part and requirement of each subcontract on this Project.

7.14 PREVAILING WAGE RATES

7.14.1 The Contractor shall comply in all respects with all requirements imposed by any laws, ordinances or resolutions applicable to the Project with regard to the minimum prevailing wage rates for all classes of employees, laborers, subcontractors, mechanics, workmen and persons furnishing labor and services to the Project. The City of Lancaster has adopted US Department of Labor's Davis Bacon Wage Determinations as the Prevailing Wage Rate Schedule, available to the Contractor by request, which specifies the classes and wage rates to be paid to all persons. The Contractor shall pay not less than the minimum wage rates established thereby for each class, craft or type of labor, workman, or mechanic employed in the execution of this Contract. The failure of the Contractor to comply with this requirement shall result in the forfeiture to the City of $10.00 of a sum of not less than Sixty Dollars ($60.00) for each person per day, or portion thereof, that such person is paid less than the prevailing rate. Upon request by the Owner, Contractor shall make available for inspection and copying its books and records, including but not limited to its payroll records, account information and other documents as may be required by the Owner to insure compliance with this provision.

7.15 JOB SITE SAFETY PRECAUTIONS

7.15.1 The Contractor shall at all times exercise reasonable precautions for the safety of its employees, laborers, subcontractors, mechanics, workmen and others on and near the jobsite and shall comply with all laws, ordinances, regulations, and standards of federal, state and local safety laws and regulations. The Contractor shall provide such machinery guards, safe walk-ways, ladders, bridges, and other safety devices as may be necessary or appropriate to insure a safe and secure jobsite and shall require its subcontractors to comply with this requirement. The Contractor shall immediately comply with any and all safety requirements imposed by the Architect during the progress of the Work.

7.16 WARNING DEVICES AND BARRICADES

7.16.1 The Contractor shall furnish and maintain such warning devices, barricades, lights, signs, pavement markings, and other devices as may be necessary or appropriate or required by the Architect to protect persons or property in, near or adjacent to the jobsite, including. No separate compensation shall be paid to the

Contractor for such measures. Where the Work is being conducted in, upon or near streets, alleys, sidewalks, or other rights-of-way, the Contractor shall insure the placement, maintenance and operation of any and all such warning devices as may be required by the City of Lancaster and shall do so until no longer required by the City. Such devices shall be in compliance with and conform to the manual and specifications for the uniform system of traffic control devices adopted by the Texas Department of Transportation.

7.17 PROTECTION OF UTILITIES & OTHER CONTRACTORS

7.17.1 The Contractor shall use best efforts to leave undisturbed and uninterrupted all utilities and utility services provided to the jobsite or which presently exists at, above or beneath the location where the Work is to be performed. In the event that any utility or utility service is disturbed or damaged during the progress of the Work, the Contractor shall forthwith repair, remedy or restore the utility at Contractor's sole expense.

7.17.2 The Contractor understands and acknowledges that other contractors of the Owner or of other entities may be present at the jobsite performing other work unrelated to the Project. The Contractor shall use best efforts to work around other contractors without impeding the work of others while still adhering to the completion date established herein. In the event that the Contractor's work is or may be delayed by any other person, the Contractor shall immediately give notice thereof to the Architect and shall request a written Change Order in accordance with the procedures set forth by this Contract. The Contractor's failure to provide such notice and to request such Change Order shall constitute a waiver of any and all claims associated therewith.

ARTICLE VIII: CONTRACT ADMINISTRATION

8.1 THE ARCHITECT

8.1.1 When used in this Contract the term "Architect" does not necessarily denote a duly licensed, trained or certified architect; as used herein, the term shall be used interchangeably and shall mean a designated Architect, Engineer, or Contract Administrator (who may not be an architect or engineer) for the Owner, said person to be designated or redesignated by the Owner prior to or at any time during the Work hereunder. The Architect may be an employee of the Owner or may be retained by the Owner as an independent contractor but, in either event, the Architect's duties and authority shall be as set forth hereinafter. The Contractor understands and agrees that it shall abide by the decisions and instructions of the Architect notwithstanding the contractual relationship between the Owner and Architect. All of the Owner's instructions to the Contractor shall be through the Architect.

In the event the Owner should find it necessary or convenient to replace the Architect, the Owner shall retain a replacement Architect and the status of the replacement Architect shall be that of the former Architect.

8.2 ARCHITECT'S ADMINISTRATION

8.2.1 The Architect, unless otherwise directed by the Owner in writing, will perform those duties and discharge those responsibilities allocated to the Architect as set forth in this Contract. The Architect shall be the Owner's representative from the effective date of this Contract until final payment has been made.

8.2.2 The Owner and the Contractor shall communicate with each other in the first instance through the Architect.

8.2.3 The Architect shall be the initial interpreter of the requirements of the drawings and specifications and the judge of the performance thereunder by the Contractor. The Architect shall render written or graphic interpretations necessary for the proper execution or progress of the Work with reasonable promptness on request of the Contractor.

8.2.4 The Architect will review the Contractor's Applications for Payment and will certify to the Owner for payment to the Contractor, those amounts then due the Contractor as provided in this Contract.

8.2.5 The Architect shall have authority to reject Work which is defective or does not conform to the requirements of this Contract. If the Architect deems it necessary or advisable, the Architect shall have authority to require additional inspection or testing of the Work for compliance with Contract requirements.

8.2.6 The Architect will review and approve, or take other appropriate action as necessary, concerning the Contractor's submittals including Shop Drawings, Product Data and Samples. Such review, approval or other action shall be for the sole purpose of determining conformance with the design concept and information given through the Contract Documents.

8.2.7 The Architect will prepare Change Orders and may authorize minor changes in the Work by Field Order as provided elsewhere herein.

8.2.8 The Architect shall, upon written request from the Contractor, conduct inspections to determine the date of Substantial Completion and the date of final completion, will receive and forward to the Owner for the Owner's review and records, written warranties and related documents required by this Contract and will issue a final Certificate for Payment upon compliance with the requirements of this Contract.

8.2.9 The Architect's decisions in matters relating to aesthetic effect shall be final if consistent with the intent of this Contract.

8.3 CLAIMS BY THE CONTRACTOR

8.3.1 The Architect shall determine all claims and matters in dispute between the Contractor and Owner with regard to the execution, progress, or sufficiency of the Work or the interpretation of the Contract Documents, including but not limited to the plans and specifications. Any dispute shall be submitted in writing to the Architect within seven (7) days of the event or

occurrence or the first appearance of the condition giving rise to the claim or dispute who shall render a written decision within a reasonable time thereafter. The Architect's decisions shall be final and binding on the parties. In the event that either party objects to the Architect's determination as to any submitted dispute, that party shall submit a written objection to the Architect and the opposing party within ten (10) days of receipt of the Architect's written determination in order to preserve the objection. Failure to so object shall constitute a waiver of the objection for all purposes.

8.3.2 Pending final resolution of any claim of the Contractor, the Contractor shall diligently proceed with performance of this Contract and the Owner shall continue to make payments to the Contractor in accordance with this Contract.

8.3.3 ***CLAIMS FOR CONCEALED, LATENT OR UNKNOWN CONDITIONS*** - The Contractor expressly represents that it has been provided with an adequate opportunity to inspect the Project site and thoroughly review the Contract Documents and plans and specifications prior to submission of its bid and the Owner's acceptance of the bid. Subject to the conditions hereof, Contractor assumes full responsibility and risk for any concealed, latent or unknown condition which may affect the Work. No claims for extra work or additional compensation shall be made by Contractor in connection with concealed, latent or unknown conditions except as expressly provided herein. Should concealed, latent or unknown conditions encountered in the performance of the Work (a) below the surface of the ground or (b) in an existing structure be at variance with the conditions indicated by this Contract, or should unknown conditions of an unusual nature differing materially from those ordinarily encountered in the area and generally recognized as inherent in Work of the character provided for in this Contract, be encountered, the Contract Price shall be equitably adjusted by Change Order upon the written notice and claim by either party made within seven (7) days after the first observance of the condition. As a condition precedent to the Owner having any liability to the Contractor for concealed or unknown conditions, the Contractor must give the Owner and the Architect written notice of, and an opportunity to observe, the condition prior to disturbing it. The failure by the Contractor to make the written notice and claim as provided in this Subparagraph shall constitute a waiver by the Contractor of any claim arising out of or relating to such concealed, latent or unknown condition and the Contractor thereby assumes all risks and additional costs associated therewith.

8.3.4 ***CLAIMS FOR ADDITIONAL COSTS*** - If the Contractor wishes to make a claim for an increase in the Contract Price, as a condition precedent to any liability of the Owner therefore, the Contractor shall give the Architect written notice of such claim within seven (7) days after the occurrence of the event, or the first appearance of the condition, giving rise to such claim. Such notice shall be given by the Contractor before proceeding to execute any additional or changed Work. The failure by the Contractor to give such notice and to give such notice prior to executing the Work shall constitute a waiver of any claim for additional compensation.

8.3.4.1 In connection with any claim by the Contractor against the Owner for compensation in excess of the Contract Price, any liability of the Owner for the Contractor's costs shall be strictly limited to direct costs incurred by the Contractor and shall in no event include indirect costs or consequential damages of the Contractor. The Owner shall not be liable to the Contractor for claims of third parties, including Subcontractors. The Owner shall not be liable to the Contractor for any claims based upon delay to the Contractor for any reason whatsoever including any act or neglect on the part of the Owner.

8.3.5 ***CLAIMS FOR ADDITIONAL TIME*** - If the Contractor is delayed in progressing any task which at the time of the delay is then critical or which during the delay becomes critical, as the sole result of any act or neglect to act by the Owner or someone acting in the Owner's behalf, or by changes ordered in the Work, unusual delay in transportation, unusually adverse weather conditions not reasonably anticipated, fire or any causes beyond the Contractor's control, then the date for achieving Substantial Completion of the Work shall be extended upon the written notice and claim of the Contractor to the Owner and the Architect, for such reasonable time as the Architect may determine. Any notice and claim for an extension of time by the Contractor shall be made not more than seven (7) days after the occurrence of the event or the first appearance of the condition giving rise to the claim and shall set forth in detail the Contractor's basis for requiring additional time in which to complete the Project. In the event the delay to the Contractor is a continuing one, only one notice and claim for additional time shall be necessary. If the Contractor fails to make such claim as required in this Subparagraph, any claim for an extension of time shall be waived. The procedures and remedies provided by this provision shall be the sole remedy of Contractor and Contractor shall not assert nor be entitled to any additional delays or damages associated therewith.

8.4 FIELD ORDERS

8.4.1 The Architect shall have authority to order minor changes in the Work not involving a change in the Contract Price or in Contract Time and not inconsistent with the intent of the Contract. Such changes shall be effected by Field Order and shall be binding upon the Contractor. The Contractor shall carry out such Field Orders promptly.

8.5 MEDIATION

8.5.1 In the event that a dispute arises under the terms of this Contract, following an adverse determination by the Architect and proper preservation of the issue as required herein, the parties agree to submit to mediation. In such event, the parties shall agree to a designated person to serve as mediator and

each party shall be responsible for payment of one-half of the total mediation fees. The parties shall submit the dispute to mediation as soon as practical and in no event later than one (1) year after the Architect's written decision on the matter. At least one designated representative of each party must attend and participate in good faith in an effort to resolve the matters in dispute.

8.5.2 In no event shall the foregoing provision justify or authorize any delay in the progress of the Work; the parties shall abide by the decision of the Architect in accomplishing the timely completion of the Project.

ARTICLE IX: SUBCONTRACTORS

9.1 DEFINITION

9.1.1 A Subcontractor is an entity which has a direct contract with the Contractor to perform a portion of the Work. No Subcontractor shall be in privity with the Owner.

9.2 AWARD OF SUBCONTRACTS

9.2.1 Upon execution of the Contract, the Contractor shall furnish the Owner, in writing, the names of persons or entities proposed by the Contractor to act as a Subcontractor on the Project. The Owner shall promptly reply to the Contractor, in writing, stating any objections the Owner may have to such proposed Subcontractor. The Contractor shall not enter into a subcontract with a proposed Subcontractor with reference to whom the Owner has made timely objection. The Contractor shall not be required to subcontract with any party to whom the Contractor has objection.

9.2.2 All subcontracts shall afford the Contractor rights against the Subcontractor which correspond to those rights afforded to the Owner against the Contractor herein, including those rights afforded to the Owner by Subparagraph 12.2.1 below. All subcontracts shall incorporate by reference the provisions hereof and shall provide that no claims, causes or demands shall be made by any Subcontractor against the Owner.

9.2.3 The Contractor shall indemnify, defend and hold harmless the Owner from and against any and all claims, demands, causes of action, damage, and liability asserted or made against the Owner by or on behalf of any Subcontractor.

ARTICLE X: CHANGES IN THE WORK

10.1 CHANGES PERMITTED

10.1.1 Changes in the Work within the general scope of this Contract, consisting of additions, deletions, revisions, or any combination thereof, may be ordered without invalidating this Contract, by Change Order or by Field Order.

10.1.2 Changes in the Work shall be performed under applicable provisions of this Contract and the Contractor shall proceed promptly with such changes.

10.2 CHANGE ORDER DEFINED

10.2.1 Change Order shall mean a written order to the Contractor executed by the Owner and the Architect, issued after execution of this Contract, authorizing and directing a change in the Work or an adjustment in the Contract Price or the Contract Time, or any combination thereof. The Contract Price and the Contract Time may be changed only by written Change Order.

10.3 CHANGES IN THE CONTRACT PRICE

10.3.1 Any change in the Contract Price resulting from a Change Order shall be determined as follows: (a) by mutual agreement between the Owner and the Contractor as evidenced by (1) the change in the Contract Price being set forth in the Change Order, (2) such change in the Contract Price, together with any conditions or requirements related thereto, being initialed by both parties and (3) the Contractor's execution of the Change Order, or (b) if no mutual agreement occurs between the Owner and the Contractor, then, as provided in Subparagraph 10.3.2 below.

10.3.2 If no mutual agreement occurs between the Owner and the Contractor as contemplated in Subparagraph 10.3.1 above, the change in the Contract Price, if any, shall then be determined by the Architect on the basis of the reasonable expenditures or savings of those performing, deleting or revising the Work attributable to the change, including, in the case of an increase or decrease in the Contract Price, a reasonable allowance for direct job site overhead and profit. In such case, the Contractor shall present, in such form and with such content as the Owner or the Architect requires an itemized accounting of such expenditures or savings, plus appropriate supporting data for inclusion in a Change Order. Reasonable expenditures or savings shall be limited to the following: reasonable costs of materials, supplies, or equipment including delivery costs, reasonable costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance, reasonable rental costs of machinery and equipment exclusive of hand tools whether rented from the Contractor or others, reasonable costs of premiums for all bonds and insurance, permit fees, and sales, use or other taxes related to the Work, and reasonable cost of direct supervision and jobsite field office overhead directly attributable to the change. In no event shall any expenditure or savings associated with the Contractor's home office or other non-jobsite overhead expense be included in any change in the Contract Price. Pending final determination of reasonable expenditures or savings to the Owner, payments on account shall be made to the Contractor on the Architect's Certificate for Payment.

10.3.3 If unit prices are provided in the Contract, and if the quantities contemplated are so changed in a proposed Change Order that application of such unit prices to the quantities of Work proposed will cause

substantial inequity to the Owner or to the Contractor, the applicable unit prices shall be equitably adjusted.

10.4 Minor Changes

10.4.1 The Architect shall have authority to order minor changes in the Work not involving a change in the Contract Price or an extension of the Contract Time and not inconsistent with the intent of this Contract. Such minor changes shall be made by written Field Order, and shall be binding upon the owner and the Contractor. The Contractor shall promptly carry out such written Field Orders.

10.5 Effect of Executed Change Order

10.5.1 The execution of a Change Order by the Contractor shall constitute conclusive evidence of the Contractor's agreement to the ordered changes in the Work, this Contract as thus amended, the Contract Price and the Contract Time. The Contractor, by executing the Change Order, waives and forever releases any claim against the Owner for additional time or compensation for matters relating to or arising out of or resulting from the Work included within or affected by the executed Change Order.

10.6 Notice to Surety; Consent

10.6.1 The Contractor shall notify and obtain the consent and approval of the Contractor's surety with reference to all Change Orders if such notice, consent or approval is required by the Contractor's surety or by law. The Contractor's execution of the Change Order shall constitute the Contractor's warranty to the Owner that the surety has been notified of and consents to, such Change Order and the surety shall be conclusively deemed to have been notified of such Change Order and to have expressly consented thereto.

ARTICLE XI: UNCOVERING & CORRECTING WORK

11.1 Uncovering Work

11.1.1 If any of the Work is covered contrary to the Architect's request or to any provisions of this Contract, it shall, if required by the Architect or the Owner, be uncovered for the Architect's inspection and shall be properly replaced at the Contractor's expense without change in the Contract Time.

11.1.2 If any of the Work is covered in a manner not inconsistent with Subparagraph 11.1.1 above, it shall, if required by the Architect or Owner, be uncovered for the Architect's inspection. If such Work conforms strictly with this Contract, costs of uncovering and proper replacement shall by Change Order be charged to the Owner. If such Work does not strictly conform with this Contract, the Contractor shall pay the costs of uncovering and proper replacement.

11.2 Correcting Work

11.2.1 The Contractor shall immediately proceed to correct Work rejected by the Architect as defective or failing to conform to this Contract. The Contractor shall pay all costs and expenses associated with correcting such rejected Work, including any additional testing and inspections, and reimbursement to the Owner for the Architect's services and expenses made necessary thereby.

11.2.2 If within one (1) year after Substantial Completion of the Work any of the Work is found to be defective or not in accordance with this Contract, the Contractor shall correct it promptly upon receipt of written notice from the Owner. This obligation shall survive final payment by the Owner and termination of this Contract. With respect to Work first performed and completed after Substantial Completion, this one-year obligation to specifically correct defective and nonconforming Work shall be extended by the period of time which elapses between Substantial Completion and completion of the subject Work.

11.2.3 Nothing contained in this Paragraph 11.2 shall establish any period of limitation with respect to other obligations which the Contractor has under this Contract. Establishment of the one-year time period in Subparagraph 11.2.2 relates only to the duty of the Contractor to specifically correct the Work.

11.3 Owner May Accept Defective or Nonconforming Work

11.3.1 If the Owner chooses to accept defective or nonconforming Work, the Owner may do so. In such event, the Contract Price shall be reduced by the greater of (a) the reasonable cost of removing and correcting the defective or nonconforming Work, and (b) the difference between the fair market value of the Project as constructed and the fair market value of the Project had it not been constructed in such a manner as to include defective or nonconforming Work. If the remaining portion of the unpaid Contract Price, if any, is insufficient to compensate the Owner for its acceptance of defective or nonconforming Work, the Contractor shall, upon written demand from the Owner, pay the Owner such remaining compensation for accepting defective or nonconforming Work.

ARTICLE XII: CONTRACT TERMINATION

12.1 Termination by the Contractor

12.1.1 If the Work is stopped for a period of ninety (90) days by an order of any court or other public authority, or as a result of an act of the Government, through no fault of the Contractor or any person or entity working directly or indirectly for the Contractor, the Contractor may, upon ten (10) days' written notice to the Owner and the Architect, terminate performance under this Contract and recover from the Owner payment for the actual reasonable expenditures of the Contractor (as limited in Subparagraph 10.3.2 above) for all Work executed and for materials, equipment, tools, construction equipment and machinery actually purchased or rented solely for the Work, less any salvage value of any such items.

12.1.2 If the Owner shall persistently or repeatedly fail to perform any material obligation to the Contractor for a period of fifteen (15) days after receiving written notice

from the Contractor of its intent to terminate hereunder, the Contractor may terminate performance under this Contract by written notice to the Architect and the Owner. In such event, the Contractor shall be entitled to recover from the Owner as though the Owner had terminated the Contractor's performance under this Contract for convenience pursuant to Subparagraph 12.2.1 hereunder.

12.2 TERMINATION BY THE OWNER

12.2.1 ***FOR CONVENIENCE***

12.2.1.1 The Owner may for any reason whatsoever terminate performance under this Contract by the Contractor for convenience. The Owner shall give written notice of such termination to the Contractor specifying when termination becomes effective.

12.2.1.2 The Contractor shall incur no further obligations in connection with the Work and the Contractor shall stop Work when such termination becomes effective. The Contractor shall also terminate outstanding orders and subcontracts. The Contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders. The Owner may direct the Contractor to assign the Contractor's right, title and interest under terminated orders or subcontracts to the Owner or its designee.

12.2.1.3 The Contractor shall transfer title and deliver to the Owner such completed or partially completed Work and materials, equipment, parts, fixtures, information and Contract rights as the Contractor has.

12.2.1.4

(a) The Contractor shall submit a termination claim to the Owner and the Architect specifying the amounts due because of the termination for convenience together with costs, pricing or other data required by the Architect. If the Contractor fails to file a termination claim within one (1) year from the effective date of termination, the Owner shall pay the Contractor, an amount derived in accordance with subparagraph (c) below.

(b) The Owner and the Contractor may agree to the compensation, if any, due to the Contractor hereunder.

(c) Absent agreement to the amount due to the Contractor, the Owner shall pay the Contractor the following amounts:

(i) Contract prices for labor, materials, equipment and other services accepted under this Contract;

(ii) Reasonable costs incurred in preparing to perform and in performing the terminated portion of the Work, and in terminating the Contractor's performance, plus a fair and reasonable allowance for overhead and profit thereon (such profit shall not include anticipated profit or consequential damages), provided however, that if it appears that the Contractor would have not profited or would have sustained a loss if the entire Contract would have been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss, if any;

(iii) Reasonable costs of settling and paying claims arising out of the termination of subcontracts or orders pursuant to Subparagraph 12.2.1.2 of this Paragraph. These costs shall not include amounts paid in accordance with other provisions hereof.

The total sum to be paid the Contractor under this Subparagraph 12.2.1 shall not exceed the total Contract Price, as properly adjusted, reduced by the amount of payments otherwise made, and shall in no event include duplication of payment.

12.2.2 *FOR CAUSE*

12.2.2.1 If the Contractor persistently or repeatedly refuses or fails to prosecute the Work in a timely manner, abandons the jobsite and fails to resume work within five (5) days of written notice thereof by the Owner, fails to grant or allow access to the jobsite by the Owner or Architect, fails to supply enough properly skilled workers, supervisory personnel or proper equipment or materials, fails to make prompt payment to Subcontractors or for materials or labor, persistently disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, or otherwise is guilty of a violation of a material provision of this Contract, then the Owner may by written notice to the Contractor, without prejudice to any other right or remedy, terminate the employment of the Contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor and may finish the Work by whatever methods it may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the Work is finished.

12.2.2.2 If the unpaid balance of the Contract Price does not exceed the cost of finishing the work, including compensation for the Architect's additional services and expenses made necessary thereby, such difference shall be paid by the Contractor to the Owner. This obligation for payment shall survive the termination of the Contract.

12.2.2.3 In the event the employment of the Contractor is terminated by the Owner for cause pursuant to Subparagraph 12.2.2 and it is subsequently determined by a Court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a Termination for Convenience under Subparagraph 12.2.1 and the provisions of Subparagraph 12.2.1 shall apply.

ARTICLE XIII: INSURANCE

13.1 CONTRACTOR SHALL MAINTAIN INSURANCE

13.1.1 The Contractor at his own expense shall purchase, maintain and keep in force during the life of this contract, adequate insurance that will protect the Contractor and/or any Additional Insured from claims

which may arise out of or result from operations under this contract. The insurance required shall provide adequate protections from all claims, whether such operations be by the Contractor or by any Additional Insured or by any Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone whose acts of any of them may be liable and from any special hazards, such as blasting, which may be encountered in the performance of this contract in the amounts as shown below in Paragraph 13.2.1.

13.1.2 The Contractor shall not commence work on any Contract in the City of Lancaster until the Contractor has obtained all the insurance required under this paragraph and such insurance has been approved by the City.

13.2 TYPES AND AMOUNTS OF INSURANCE

13.2.1. The Contractor shall furnish and maintain during the life of the contract adequate Insurance in such amounts as follows:

Type of Insurance	Amount

Worker's Compensation as set forth in the Worker's Compensation Act.

Commercial General Liability

$1,000,000 Each Accident/Occurrence. The policy shall have no coverage removed by exclusions.

Limit of Insurance per Project or Owner's and Contractor's Protective Liability Insurance for the Project.

Automobile Liability

$500,000 Combined single limit per occurrence.

13.2 INSTALLATION FLOATER

This insurance shall protect the Contractor and the Owner from all insurable risks of physical loss or damage to materials and equipment not otherwise covered under builder's risk insurance, while in warehouse or storage areas, during installation, during testing, and after the work is completed. Installation floater insurance shall be of the "all risks" type, with coverage's designed for the circumstances which may occur in the particular work included in this contract. The coverage shall be for an amount not less than the insurable value of the work at completion, less the value of the materials and equipment insured under builder's risk insurance. The value shall include the aggregate value of the Owner furnished equipment and materials to be erected or installed by the Contractor not otherwise insured under builder's risk insurance.

13.3 Builders Risk

This insurance shall be written in completed value form and shall protect the Contractor and the Owner against risks of damage to buildings, structures, and materials and equipment not otherwise covered under installation floater insurance, from the perils of fire and lightning, the perils included in the standard extended coverage endorsement, and the perils of vandalism and malicious mischief. The amount of such insurance shall not be less than the insurable value of the work at completion less the value of the materials and equipment insured under installation floater insurance.

Equipment installed under this contract shall be insured under installation floater insurance when the aggregate value of the equipment exceeds $10,000.00.

If the work does not include the construction of building structures, builder's risk insurance may be omitted providing the installation floater insurance fully covers all work.

Builder's risk insurance shall provide for losses to be payable to the Contractor and the Owner as their interests may appear and shall contain a waiver of subrogation rights against the insured parties.

13.4 ADDITIONAL INSURED / PROJECT INFORMATION

The Owner shall be named as an additional insured on the Commercial General Liability (Public), Policies furnished by the Contractor.

The project name and bid/contract number shall be listed on the certificate.

13.5 WRITTEN NOTIFICATION

Each insurance policy shall contain a provision requiring that thirty (30) days prior to expiration, cancellation, non-renewal or any material change in coverage, a notice there of shall be given by certified mail to the Purchasing Agent, City of Lancaster, PO Box 940, Lancaster, Texas, 75146.

13.6 PREMIUMS AND ASSESSMENTS

Companies issuing the insurance policies shall have no recourse against the City for payment of any premiums or assessments for any deductibles which are at the sole responsibility and risk of the Contractor.

13.7 CERTIFICATE OF INSURANCE

Proof that the insurance is in force shall be furnished to the City of Lancaster on a Standard Certificate of Insurance Form. In the event any insurance policy shown on the Certificate of Insurance has an expiration date that is prior to the completion and final acceptance of the project by the City of Lancaster, the contractor shall furnish the City proof of identical continued coverage no later than thirty (30) days prior to the expiration date shown on the Certificate of Insurance.

13.8 PRIMARY COVERAGE

The coverage's provided herein shall be primary and noncontributory with any other insurance maintained by the City of Lancaster, Texas, for its benefit, including self insurance.

13.9 WORKER'S COMPENSATION INSURANCE COVERAGE

13.9.1 The Contractor shall:

1) provide coverage for its employees providing services on a project, for the duration of the

project based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements;

2) provide a certificate of coverage showing workers' compensation coverage to the governmental entity prior to beginning work on the project;

3) provide the governmental entity prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the contractor's current certificate of coverage ends during the duration of the project;

4) obtain from each person providing services on a project, and provide to the governmental entity:

(A) a certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and

(B) no later than seven days after receipt by the contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

5) retain all required certificates of coverage on file for the duration of the project and for one year thereafter;

6) notify the governmental entity in writing by certified mail or personal delivery, within 10 days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project;

7) post a notice on each project site informing all persons providing services on the project that they are required to be covered, and stating how a person may verify current coverage and report failure to provide coverage. This notice does not satisfy other posting requirements imposed by the Act or other commission rules. This notice must be printed with a title in at least 30 point bold type and text in at least 19 point normal type, and shall be in both English and Spanish and any other language common to the worker population. The text for the notices shall be the following text provided by the Texas Worker's Compensation Commission on the sample notice, without any additional words or changes:

Required Workers' Compensation Coverage

"The law requires that each person working on this site or providing services related to this construction project must be covered by workers' compensation insurance. This includes persons providing, hauling, or delivering equipment or materials, or providing labor or transportation or other service related to the project, regardless of the identity of their employer or status as an employee."

"Call the Texas Workers' Compensation Commission at 512-440-3789 to receive information on the legal requirement for coverage, to verify whether your employer has provided the required coverage, or to report an employer's failure to provide coverage."

and

(8) contractually require each person with whom it contracts to provide services on a project, to:

(A) provide coverage based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements for all of its employees providing services on the project, for the duration of the project;

(B) provide a certificate of coverage to the contractor prior to that person beginning work on the project;

(C) include in all contracts to provide services on the project the language in subsection (e) (3) of this rule;

(D) provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

(E) obtain from each other person with whom it contracts, and provide to the Contractor:

(i) a certificate of coverage, prior to the other person beginning work on the project; and

(ii) prior to the end of the coverage period, a new certificate of coverage showing extension of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

(F) retain all required certificates of coverage on file for the duration of the project and for one year thereafter;

(G) notify the governmental entity in writing by certified mail or personal delivery, within 10 days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and

(H) contractually require each other person with whom it contracts, to perform as required by sub-paragraphs (A) - (H) of this paragraph, with the certificate of coverage to be provided to the person for whom they are providing services.

ARTICLE XIV: MISCELLANEOUS

14.1 LAWS AND ORDINANCES

14.1.1 The Contractor shall at all times and in all respects observe and comply with all federal, state and local laws, ordinances, and regulations applicable to the Project and Work. The Contractor shall further insure that all Subcontractors observe and comply with said laws, ordinances and regulations.

14.2 GOVERNING LAW

14.2.1 The Contract shall be governed by the laws of the State of Texas. Venue for any causes of action arising under the terms or provisions of this Contract or the Work to be performed hereunder shall be in the courts of Dallas County, Texas.

14.3 SUCCESSORS AND ASSIGNS

14.3.1 The Owner and Contractor bind themselves, their successors, assigns and legal representatives to the other party hereto and to successors, assigns and legal representatives of such other party in respect to covenants, agreements and obligations contained in this Contract. The Contractor shall not assign this Contract without written consent of the Owner.

14.4 SURETY BONDS

14.4.1 If the Contract Price exceeds the sum of $25,000.00, the Contractor shall furnish separate performance and payment bonds to the Owner, according to the requirements set out in the bid documents and state statutes to guaranty full and faithful performance of the Contract and the full and final payment of all persons supplying labor or materials to the Project. Each bond required by the bid documents or state statute shall set forth a penal sum in an amount not less than the Contract Price. Each bond furnished by the Contractor shall incorporate by reference the terms of this Contract as fully as though they were set forth verbatim in such bonds. In the event the Contract Price is adjusted by Change Order executed by the Contractor, the penal sum of both the performance bond and the payment bond shall be deemed increased by like amount. The performance and payment bonds furnished by the Contractor shall be in form suitable to the Owner and shall be executed by a surety, or sureties, reasonably suitable to the Owner and authorized to do business in the State of Texas by the State Board of Insurance.

14.4.2 If the Contract Price exceeds the sum of $25,000.00, the Contractor, upon execution of the Contract and prior to commencement of the Work, shall furnish to the Owner a two-year maintenance bond in the amount of one hundred percent (100%) of the Contract Price covering the guaranty and maintenance prescribed herein, written by an approved surety authorized and duly licensed to conduct business in the State of Texas. The cost of said maintenance bond shall be included in the Contractor's unit bid prices and shall be paid by the Contractor.

14.5 SEVERABILITY

14.5.1 The provisions of this Contract are herein declared to be severable; in the event that any term, provision or part hereof is determined to be invalid, void or unenforceable, such determination shall not affect the validity or enforceability of the remaining terms, provisions and parts, and this Contract shall be read as if the invalid, void or unenforceable portion had not be included herein.

14.6 AMENDMENTS

14.6.1 This Contract may be amended by the parties only by a written agreement duly executed by both parties. The failure of the Owner to object to any nonperformance or nonconforming work or to enforce any provision hereof shall in no event be regarded as or construed to be a waiver, release or modification of any term or provision in this Contract, nor shall such failure to object or enforce stop the Owner from insisting on strict compliance with this Contract or from recovering damages, costs or expenses arising as a result of such nonperformance or nonconforming work.

14.7 NOTICES

14.6.1 All notices required by this Contract shall be presumed received when deposited in the mail properly addressed to the other party or Architect at the address set forth herein or set forth in a written designation of change of address delivered to all parties and the Architect.

EXECUTED in single or multiple originals, this 13th day of June, 2022.

CITY OF LANCASTER

Opal Mauldin-Jones, City Manager

ATTEST:

Sorangel Arenas, City Secretary

Atkins Bros. Equip. Co., Inc.

Mike Atkins

P.O. Box 990
Midlothian, TX 76065

City of Lancaster, Texas
Standard Fixed Price Construction Agreement

This Agreement is made by and between the City of Lancaster, Texas, a home-rule municipality (hereinafter referred to as the "Owner") and QKB Inc., (hereinafter referred to as the "Contractor") for construction of Landscape and Irrigation Installation (Bid #2022-07), (hereinafter referred to as the "Project"), the Owner and the Contractor hereby agree as follows:

ARTICLE I: CONTRACT & CONTRACT DOCUMENTS

1.1 THE CONTRACT

1.1.1 The Contract between the Owner and the Contractor, of which this Agreement is a part, consists of the Contract Documents. It shall be effective on the date this Agreement is executed by the last party to execute it.

1.2. THE CONTRACT DOCUMENTS

1.2.1 The Contract Documents consist of this Agreement, the Specifications, the Drawings, all Change Orders and Field Orders issued hereafter, any other amendments hereto executed by the parties hereafter, together with the following (if any): Bid documents for 2022-07 and Bid Response Documents.

Documents not enumerated in this Paragraph 1.2.1 are not Contract Documents and do not form part of this Contract.

1.3 ENTIRE AGREEMENT

1.3.1 This Contract, together with the Contractor's performance, maintenance, and payment bonds for the Project, all General Conditions, Special Conditions, Plans and Specifications, and Addenda attached thereto, constitute the entire and exclusive agreement between the Owner and the Contractor with reference to the Project. Specifically, but without limitation, this Contract supersedes any bid documents and all prior written or oral communications, representations and negotiations, if any, between the Owner and Contractor not expressly made a part hereof.

1.4 NO PRIVITY WITH OTHERS

1.4.1 Nothing contained in this Contract shall create, or be interpreted to create, privity or any other contractual agreement between the Owner and any person or entity other than the Contractor.

1.5 INTENT AND INTERPRETATION

1.5.1 The intent of this Contract is to require complete, correct and timely execution of the Work. Any Work that may be required, implied or inferred by the Contract Documents, or any one or more of them, as necessary to produce the intended result shall be provided by the Contractor for the Contract Price.

1.5.2 This Contract is intended to be an integral whole and shall be interpreted as internally consistent. What is required by any one Contract Document shall be considered as required by the Contract.

1.5.3 When a word, term or phrase is used in this Contract, it shall be interpreted or construed, first, as defined herein; second, if not defined, according to its generally accepted meaning in the construction industry; and third, if there is no generally accepted meaning in the construction industry, according to its common and customary usage.

1.5.4 The words "include", "includes", or "including", as used in this Contract, shall be deemed to be followed by the phrase, "without limitation".

1.5.5 The specification herein of any act, failure, refusal, omission, event, occurrence or condition as constituting a material breach of this Contract shall not imply that any other, non-specified act, failure, refusal, omission, event, occurrence or condition shall be deemed not to constitute a material breach of this Contract.

1.5.6 Words or terms used as nouns in this Contract shall be inclusive of their singular and plural forms, unless the context of their usage clearly requires a contrary meaning.

1.5.7 The Contractor shall have a continuing duty to read, carefully study and compare each of the Contract Documents, the Shop Drawings, the Product Data, and any Plans and Specifications, and shall give written notice to the Owner of any inconsistency, ambiguity, error or omission which the Contractor may discover with respect to these documents before proceeding with the affected Work. The issuance or the express or implied approval by the Owner or the Architect of the Contract Documents, Shop Drawings, or Product Data shall not relieve the Contractor of the continuing duties imposed hereby, nor shall any such approval be evidence of the Contractor's compliance with this Contract. The Owner has requested the Architect to only prepare documents for the Project, including the Drawings and Specifications for the Project, which are accurate, adequate, consistent, coordinated and sufficient for construction. **However, the owner makes no representation or warranty of any nature whatsoever to the contractor concerning such documents.** By the execution hereof, the Contractor acknowledges and represents that it has received, reviewed and carefully examined such documents, has found them to be complete, accurate, adequate, consistent, coordinated and sufficient for construction, and that the Contractor has not, does not, and will not rely upon any representation or warranties by the Owner concerning such documents as no such representation or warranties have been or are hereby made. Further, the Contractor represents and warrants that it has had a sufficient opportunity to inspect the Project site and assumes any and all responsibility for inadequacies or ambiguities in

the plans, drawings or specifications as well as for latent conditions of the site where the work is to be performed.

1.5.8 As between numbers and scaled measurements on the Drawings and in the Design, the numbers shall govern, as between larger scale and smaller scale drawings, the larger scale shall govern.

1.5.9 Neither the organization of any of the Contract Documents into divisions, sections, paragraphs, articles, (or other categories), nor the organization or arrangement of the Design, shall control the Contractor in dividing the Work or in establishing the extent or scope of the Work to be performed by Subcontractors.

1.6 OWNERSHIP OF CONTRACT DOCUMENTS

1.6.1 The Contract Documents, and each of them, shall remain the property of the Owner. The Contractor shall have the right to keep one record set of the Contract Documents upon completion of the Project; provided, however, that in no event shall Contractor use, or permit to be used, any or all of such Contract Documents on other projects without the Owner's prior written authorization.

ARTICLE II: THE WORK

2.1 The Contractor shall perform all of the Work required, implied or reasonably inferable from, this Contract.

2.2 WORK

2.2.1 The term "Work" shall mean whatever is done by or required of the Contractor to perform and complete its duties under this Contract, including the following: construction of the whole or a designated part of the Project; furnishing of any required surety bonds and insurance, and the provision or furnishing of labor, supervision, services, materials, supplies, equipment, fixtures, appliances, facilities, tools, transportation, storage, power, permits and licenses required of the Contractor, fuel, heat, light, cooling and all other utilities as required by this Contract. The Work to be performed by the Contractor is generally described as follows:

Bid #2022-07 Water & Wastewater Repair & Replacement

2.2.2 The Contractor shall be responsible for paying for and procuring all materials and labor and furnishing all services necessary or appropriate for the full performance of the Work and the for the full completion of the Project. All materials shall be new and materials and workmanship shall be of good quality. Upon request, the Contractor shall furnish satisfactory proof of the type, kind, and quality of materials.

ARTICLE III: CONTRACT TIME

3.1 TIME AND LIQUIDATED DAMAGES

3.1.1 The Contractor shall commence the Work within 10 days of receipt of a written Notice to Proceed, and shall achieve Substantial Completion of the Work no later than thirty (30) working days from the date specified in the Notice to Proceed. The parties acknowledge that time is of the essence in the performance of the terms of this Contract. The term "calendar days" shall mean any and all days of the week or month, no days being excepted. It is contemplated by the parties that the progress of the Work may be delayed by certain conditions beyond the control of the parties; these delays have been contemplated by the parties and considered in the time allotted for performance specified herein and includes, but is not limited to delays occasioned on account of adverse weather, temporary unavailability of materials, shipment delays, and the presence and potential interference of other contractors who may be performing work at the Project site unrelated to this agreement.

The number of calendar days from the date on which the Work is permitted to proceed, through the date set forth for Substantial Completion, shall constitute the "Contract Time".

3.1.2 The Contractor shall pay the Owner the sum of $120.00 per day for each and every calendar day of unexcused delay in achieving Substantial Completion beyond the date set forth herein for Substantial Completion of the Work. Any sums due and payable hereunder by the Contractor shall be payable, not as a penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by the Owner, estimated at or before the time of executing this Contract. When the Owner reasonably believes that Substantial Completion will be inexcusably delayed, the Owner shall be entitled, but not required, to withhold from any amounts otherwise due the Contractor an amount then believed by the Owner to be adequate to recover liquidated damages applicable to such delays. If and when the Contractor overcomes the delay in achieving Substantial Completion, or any part thereof, for which the Owner has withheld payment, the Owner shall promptly release to the Contractor those funds withheld, but no longer applicable, as liquidated damages.

3.1.3 In the event that the Contractor achieves certification of substantial completion prior to the scheduled completion date, the Owner shall pay to the Contractor the sum of $0.00 per day for each calendar day that substantial completion is certified in advance of the scheduled completion date.

3.1.4 No claim shall be made by the Contractor to the Owner, and no damages, costs or extra compensation shall be allowed or paid by the Owner to the Contractor for any delay or hindrance from any cause in the progress or completion of the Work or this Contract. The Contractor's sole remedy in the event of any delay or hindrance shall be to request time extensions by written change orders as provided for hereinafter. Should the Contractor be delayed by an act of the Owner, or should the Owner order a stoppage of the Work for sufficient cause, an extension of time shall be granted by the Owner by written authorization upon written application,

which extension shall not be unreasonably denied, to compensate for the delay.

3.1.5 The Owner shall have the authority to suspend the Work wholly or in part for such period or periods of time as it may deem appropriate due to unsuitable conditions considered unfavorable for the proper prosecution of the Work or for the failure of the Contractor to carry out instructions from the Owner or Owner's representative. During any period in which the Work is stopped or during which any of the Work is not actively in progress for any reason, Contractor shall properly protect the site and the Work from damage, loss or harm.

3.2 SUBSTANTIAL COMPLETION

3.2.1 "Substantial Completion" shall mean that stage in the progression of the Work when the Work is sufficiently complete in accordance with this Contract that the Owner can enjoy beneficial use or occupancy of the Work and can utilize the Work for its intended purpose, even though minor miscellaneous work and/or adjustment may be required.

3.3 TIME IS OF THE ESSENCE

3.3.1 All limitations of time set forth in the Contract Documents are of the essence of this Contract.

ARTICLE IV: CONTRACT PRICE

4.1 THE CONTRACT PRICE

4.1.1 The Owner shall pay, and the Contractor shall accept, as full and complete payment for all of the Work required herein, the aggregate sum consistent with the prices submitted in RFP 2022-07.

The sum set forth in this Paragraph 4.1 shall constitute the Contract Price which shall not be modified except by written Change Order as provided in this Contract.

ARTICLE V: PAYMENT OF THE CONTRACT PRICE

5.1 SCHEDULE OF VALUES

5.1.1 Within ten (10) calendar days of the effective date hereof, the Contractor shall submit to the Owner and/or to the Architect a Schedule of Values allocating the Contract Price to the various portions of the Work. The Contractor's Schedule of Values shall be prepared in such form, with such detail, and supported by such data as the Architect or the Owner may require to substantiate its accuracy. The Contractor shall not imbalance the Schedule of Values nor artificially inflate any element thereof. The violation of this provision by the Contractor shall constitute a material breach of this Contract. The Schedule of Values shall be used only as a basis for the Contractor's Applications for Payment and shall only constitute such basis after it has been acknowledged and accepted in writing by the Architect and the Owner.

5.2 PAYMENT PROCEDURE

5.2.1 The Owner shall pay the Contract Price to the Contractor as provided below.

5.2.2 ***PROGRESS PAYMENTS*** - Based upon the Contractor's Applications for Payment submitted to the Architect and upon Certificates for Payment subsequently issued to the Owner by the Architect, the Owner shall make progress payments to the Contractor on account of the Contract Price.

5.2.3 On or before the 25th day of each month after commencement of the Work, the Contractor shall submit an Application for Payment for the period ending the 15th day of the month to the Architect in such form and manner, and with such supporting data and content, as the Owner or the Architect may require. Therein, the Contractor may request payment for ninety percent (90%) of that portion of the Contract Price properly allocable to Contract requirements properly provided, labor, materials and equipment properly incorporated in the Work, less the total amount of previous payments received from the Owner. Such Application for Payment shall be signed by the Contractor and shall constitute the Contractor's representation that the Work has progressed to the level for which payment is requested in accordance with the Schedule of Values, that the Work has been properly installed or performed in full compliance with this Contract, and that the Contractor knows of no reason why payment should not be made as requested. Thereafter, the Architect will review the Application for Payment and may also review the Work at the Project site or elsewhere to determine whether the quantity and quality of the Work is as represented in the Application for Payment and is as required by this Contract. The Architect shall determine and certify to the Owner the amount properly owing to the Contractor. The Owner shall make partial payments on account of the Contract Price to the Contractor within thirty (30) days following the Architect's receipt and approval of each Application for Payment. The amount of each partial payment shall be the amount certified for payment by the Architect less such amounts, if any, otherwise owing by the Contractor to the Owner or which the Owner shall have the right to withhold as authorized by this Contract. The Architect's certification of the Contractor's Application for Payment shall not preclude the Owner from the exercise of any of its rights as set forth in Paragraph 5.3 below.

5.2.4 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment, all Work for which payments have been received from the Owner shall be free and clear of liens, claims, security interest or other encumbrances in favor of the Contractor or any other person or entity whatsoever.

5.2.5 The Contractor shall promptly pay each Subcontractor out of the amount paid to the Contractor on account of such Subcontractor's Work, the amount to

which such Subcontractor is entitled. In the event the Owner becomes informed that the Contractor has not paid a Subcontractor as herein provided, the Owner shall have the right, but not the duty, to issue future checks in payment to the Contractor of amounts otherwise due hereunder naming the Contractor and such Subcontractor as joint payees. Such joint check procedure, if employed by the Owner, shall create no rights in favor of any person or entity beyond the right of the named payees to payment of the check and shall not be deemed to commit the Owner to repeat the procedure in the future.

5.2.6 No progress payment, nor any use or occupancy of the Project by the owner, shall be interpreted to constitute an acceptance of any Work not in strict accordance with this Contract.

5.3 WITHHELD PAYMENT

5.3.1 The Owner may decline to make payment, may withhold funds, and, if necessary, may demand the return of some or all of the amounts previously paid to the Contractor, to protect the Owner from loss because of:

(a) defective Work not remedied by the Contractor nor, in the opinion of the Owner, likely to be remedied by the Contractor;

(b) claims of third parties against the Owner or the Owner's property;

(c) failure by the Contractor to pay Subcontractors or others in a prompt and proper fashion;

(d) evidence that the balance of the Work cannot be completed in accordance with the Contract for the unpaid balance of the Contract Price,

(e) evidence that the Work will not be completed in the time required for substantial or final completion;

(f) persistent failure to carry out the Work in accordance with the Contract;

(g) damage to the Owner or a third party to whom the Owner is, or may be, liable.

In the event that the Owner makes written demand upon the Contractor for amounts previously paid by the Owner as contemplated in this Subparagraph 5.3.1, the Contractor shall promptly comply with such demand. The Owner shall have no duty to third parties to withhold payment to the Contractor and shall incur no liability for a failure to withhold funds.

5.4 UNEXCUSED FAILURE TO PAY

5.4.1 If within fifteen (15) days after the date established herein for payment to the Contractor by the Owner, the Owner, without cause or basis hereunder, fails to pay the Contractor any amount then due and payable to the Contractor, then the Contractor may after ten (10) additional days' written notice to the Owner and the Architect, and without prejudice to any other available rights or remedies it may have, stop the Work until payment of those amounts due from the Owner have been received. Late payments shall not accrue interest or other late charges.

5.5 SUBSTANTIAL COMPLETION

5.5.1 When the Contractor believes that the Work is substantially complete, the Contractor shall submit to the Architect a list of items to be completed or corrected. When the Architect on the basis of an inspection determines that the Work is in fact substantially complete, it will prepare a Certificate of Substantial Completion which shall establish the date of Substantial Completion, shall state the responsibilities of the Owner and the Contractor for Project security, maintenance, heat, utilities, damage to the Work, and insurance, and shall fix the time within which the Contractor shall complete the items listed therein. Guarantees required by the Contract shall commence on the date of Substantial Completion of the Work. The Certificate of Substantial Completion shall be submitted to the Owner and the Contractor for their written acceptance of the responsibilities assigned to them in such certificate.

Upon Substantial Completion of the Work, and execution by both the Owner and the Contractor of the Certificate of Substantial Completion, the Owner shall pay the Contractor an amount sufficient to increase total payments to the Contractor to one hundred percent (100%) of the Contract Price less three hundred percent (300%) of the reasonable cost as determined by the Owner and the Architect for completing all incomplete Work, correcting and bringing into conformance all defective and nonconforming Work, and handling all unsettled claims.

5.6 COMPLETION AND FINAL PAYMENT

5.6.1 When all of the Work is finally complete and the Contractor is ready for a final inspection, it shall notify the Owner and the Architect thereof in writing. Thereupon, the Architect will make final inspection of the Work and, if the Work is complete in full accordance with this Contract and this Contract has been fully performed, the Architect will promptly issue a final Certificate for Payment certifying to the Owner that the Project is complete and the Contractor is entitled to the remainder of the unpaid Contract Price, less any amount withheld pursuant to this Contract. If the Architect is unable to issue its final Certificate for Payment and is required to repeat its final inspection of the Work, the Contractor shall bear the cost of such repeat final inspection(s) which cost may be deducted by the Owner from the Contractor's final payment.

5.6.1.1 If the Contractor fails to achieve final completion within the time fixed by the Architect in its Certificate of Substantial Completion, the Contractor shall pay the Owner the sum set forth hereinabove as liquidated damages per day for each and every calendar day of unexcused delay in achieving final completion beyond

the date set forth herein for final completion of the Work. Any sums due and payable hereunder by the Contractor shall be payable, not as a penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by the Owner, estimated at or before the time of executing this Contract. When the Owner reasonably believes that final completion will be inexcusably delayed, the Owner shall be entitled, but not required, to withhold from any amounts otherwise due the Contractor an amount then believed by the Owner to be adequate to recover liquidated damages applicable to such delays. If and when the Contractor overcomes the delay in achieving final completion, or any part thereof, for which the Owner has withheld payment, the Owner shall promptly release to the Contractor those funds withheld, but no longer applicable, as liquidated damages.

5.6.2 The Contractor shall not be entitled to final payment unless and until it submits to the Architect its affidavit that all payrolls, invoices for materials and equipment, and other liabilities connected with the Work for which the Owner, or the Owner's property might be responsible, have been fully paid or otherwise satisfied; releases and waivers of lien from all Subcontractors of the Contractor and of any and all other parties required by the Architect or the Owner; consent of Surety, if any, to final payment. If any third party fails or refuses to provide a release of claim or waiver of lien as required by the Owner, the Contractor shall furnish a bond satisfactory to the Owner to discharge any such lien or indemnify the Owner from liability.

5.6.3 The Owner shall make final payment of all sums due the Contractor within ten (10) days of the Architect's execution of a final Certificate for Payment.

5.6.4 Acceptance of final payment shall constitute a waiver of all claims against the Owner by the Contractor except for those claims previously made in writing against the Owner by the Contractor, pending at the time of final payment, and identified in writing by the Contractor as unsettled at the time of its request for final payment.

5.6.5 Under no circumstance shall Contractor be entitled to receive interest on any payments or monies due Contractor by the Owner, whether the amount on which the interest may accrue is timely, late, wrongfully withheld, or an assessment of damages of any kind.

ARTICLE VI: THE OWNER

6.1 Information, Services and Things Required from Owner

6.1.1 The Owner shall furnish to the Contractor, at the time of executing this Contract, any and all written and tangible material in its possession concerning conditions below ground at the site of the Project.

Such written and tangible material is furnished to the Contractor only in order to make complete disclosure of such material and for no other purpose. By furnishing such material, the Owner does not represent, warrant, or guarantee its accuracy either in whole, in part, implicitly or explicitly, or at all, and shall have no liability therefore. The Owner shall also furnish surveys, legal limitations and utility locations (if known), and a legal description of the Project site.

6.1.2 Excluding permits and fees normally the responsibility of the Contractor, the Owner shall obtain all approvals, easements, and the like required for construction and shall pay for necessary assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

6.1.3 The Owner shall furnish the Contractor, free of charge, one copy of the Contract Documents for execution of the Work.

6.2 Right to Stop Work

6.2.1 If the Contractor persistently fails or refuses to perform the Work in accordance with this Contract, or if the best interests of the public health, safety or welfare so require, the Owner may order the Contractor to stop the Work, or any described portion thereof, until the cause for stoppage has been corrected, no longer exists, or the Owner orders that Work be resumed. In such event, the Contractor shall immediately obey such order.

6.3 Owner's Right to Perform Work

6.3.1 If the Contractor's Work is stopped by the Owner under Paragraph 6.2, and the Contractor fails within seven (7) days of such stoppage to provide adequate assurance to the Owner that the cause of such stoppage will be eliminated or corrected, then the Owner may, without prejudice to any other rights or remedies the Owner may have against the Contractor, proceed to carry out the subject Work. In such a situation, an appropriate Change Order shall be issued deducting from the Contract Price the cost of correcting the subject deficiencies, plus compensation for the Architect's additional services and expenses necessitated thereby, if any. If the unpaid portion of the Contract Price is insufficient to cover the amount due the Owner, the Contractor shall pay the difference to the Owner.

ARTICLE VII: THE CONTRACTOR

7.1 The Contractor is again reminded of its continuing duty set forth in Subparagraph 1.5.7. The Contractor shall perform no part of the Work at any time without adequate Contract Documents or, as appropriate, approved Shop Drawings, Product Data or Samples for such portion of the Work. If the Contractor performs any of the Work knowing it involves a recognized error, inconsistency or omission in the Contract Documents without such notice to the Architect, the Contractor shall bear responsibility for such performance and shall bear the cost of correction.

7.2 The Contractor shall perform the Work strictly in accordance with this Contract.

7.3 The Contractor shall supervise and direct the Work using the Contractor's best skill, effort and

attention. The Contractor shall be responsible to the Owner for any and all acts or omissions of the Contractor, its employees and others engaged in the Work on behalf of the Contractor.

7.3.1 The Contractor shall give adequate attention to the faithful prosecution of the Work and the timely completion of this Contract, with authority to determine the manner and means of performing such Work, so long as such methods insure timely completion and proper performance.

7.3.2 The Contractor shall exercise all appropriate means and measures to insure a safe and secure jobsite in order to avoid and prevent injury, damage or loss to persons or property.

7.4 WARRANTY

7.4.1 The Contractor warrants to the Owner that all labor furnished to progress the Work under this Contract will be competent to perform the tasks undertaken, that the product of such labor will yield only first-class results, that materials and equipment furnished will be of good quality and new unless otherwise permitted by this Contract, and that the Work will be of good quality, free from faults and defects and in strict conformance with this Contract. All Work not conforming to these requirements may be considered defective.

7.5 The Contractor shall obtain and pay for all permits, fees and licenses necessary and ordinary for the Work. The Contractor shall comply with all lawful requirements applicable to the Work and shall give and maintain any and all notices required by applicable law pertaining to the Work.

7.6 SUPERVISION

7.6.1 The Contractor shall employ and maintain at the Project site only competent supervisory personnel. Absent written instruction from the Contractor to the contrary, the superintendent shall be deemed the Contractor's authorized representative at the site and shall be authorized to receive and accept any and all communications from the Owner or the Architect.

7.6.2 Key supervisory personnel assigned by the Contractor to this Project are as follows:

NAME	FUNCTION
QKB Inc.	On site Forman

So long as the individuals named above remain actively employed or retained by the Contractor, they shall perform the functions indicated next to their names unless the Owner agrees to the contrary in writing. In the event one or more individuals not listed above subsequently assume one or more of those functions listed above, the Contractor shall be bound by the provisions of this Subparagraph 7.6.2 as though such individuals had been listed above.

7.7 The Contractor, within fifteen (15) days of commencing the Work, shall submit to the Owner and the Architect for their information, the Contractor's schedule for completing the Work. The Contractor's schedule shall be revised no less frequently than monthly (unless the parties otherwise agree in writing) and shall be revised to reflect conditions encountered from time to time and shall be related to the entire Project. Each such revision shall be furnished to the Owner and the Architect. Failure by the Contractor to strictly comply with the provisions of this Paragraph 7.7 shall constitute a material breach of this Contract.

7.8 The Contractor shall continuously maintain at the site, for the benefit of the owner and the Architect, one record copy of this Contract marked to record on a current basis changes, selections and modifications made during construction. Additionally, the Contractor shall maintain at the site for the Owner and Architect the approved Shop Drawings, Product Data, Samples and other similar required submittals. Upon final completion of the Work, all of these record documents shall be delivered to the Owner.

7.9 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

7.9.1 Shop Drawings, Product Data, Samples and other submittals from the Contractor do not constitute Contract Documents. Their purpose is merely to demonstrate the manner in which the Contractor intends to implement the Work in conformance with information received from the Contract Documents.

7.9.2 The Contractor shall not perform any portion of the Work requiring submittal and review of Shop Drawings, Product Data or Samples unless and until such submittal shall have been approved by the Architect. Approval by the Architect, however, shall not be evidence that Work installed pursuant thereto conforms with the requirements of this Contract.

7.10 CLEANING THE SITE AND THE PROJECT

7.10.1 The Contractor shall keep the site reasonably clean during performance of the Work. Upon final completion of the Work, the Contractor shall clean the site and the Project and remove all waste, rubbish, temporary structures, and other materials together with all of the Contractor's property therefrom. Contractor shall dispose of all refuse at a Texas Natural Resource Conservation Commission approved landfill. The Contractor shall further restore all property damaged during the prosecution of the Work and shall leave the site in a clean and presentable condition. No additional payment shall be made by the Owner for this work, the compensation having been considered and included in the contract price.

7.11 ACCESS TO WORK AND INSPECTIONS

7.11.1 The Owner and the Architect shall have access to the Work at all times from commencement of the Work through final completion. The Contractor shall

take whatever steps necessary to provide access when requested. When reasonably requested by the Owner or the Architect, the Contractor shall perform or cause to be performed such testing as may be necessary or appropriate to insure suitability of the jobsite or the Work's compliance with the Contract requirements.

7.12 INDEMNITY AND DISCLAIMER

7.12.1 **OWNER SHALL NOT BE LIABLE OR RESPONSIBLE FOR, AND SHALL BE INDEMNIFIED, DEFENDED, HELD HARMLESS AND RELEASED BY CONTRACTOR FROM AND AGAINST ANY AND ALL SUITS, ACTIONS, LOSSES, DAMAGES, CLAIMS, OR LIABILITY OF ANY CHARACTER, TYPE, OR DESCRIPTION, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES FOR INJURY OR DEATH TO ANY PERSON, OR INJURY OR LOSS TO ANY PROPERTY, RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS, INCLUDING THE CONTRACTOR, OR PROPERTY, ARISING OUT OF, OR OCCASIONED BY, DIRECTLY OR INDIRECTLY, THE PERFORMANCE OF CONTRACTOR UNDER THIS AGREEMENT, INCLUDING CLAIMS AND DAMAGES ARISING IN WHOLE OR IN PART FROM THE NEGLIGENCE OF OWNER, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE OWNER UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW. THE PROVISIONS OF THIS INDEMNIFICATION ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY. IT IS THE EXPRESSED INTENT OF THE PARTIES TO THIS AGREEMENT THAT THE INDEMNITY PROVIDED FOR IN THIS CONTRACT IS AN INDEMNITY EXTENDED BY CONTRACTOR TO INDEMNIFY AND PROTECT OWNER FROM THE CONSEQUENCES OF THE CONTRACTOR'S AS WELL AS THE OWNER'S NEGLIGENCE, WHETHER SUCH NEGLIGENCE IS THE SOLE OR PARTIAL CAUSE OF ANY SUCH INJURY, DEATH, OR DAMAGE, AND THAT THE CONTRACTOR IS SOLELY RESPONSIBLE FOR THE INDEMNIFICATION OF OWNER AND DEFENSE OF ANY CLAIMS AGAINST CONTRACTOR AND/OR OWNER ARISING FROM THE WORK PERFORMED UNDER THIS AGREEMENT.**

7.12.2 The Contractor will secure and maintain Contractual Liability insurance to cover this indemnification agreement that will be primary and non-contributory as to any insurance maintained by the Owner for its own benefit, including self-insurance. In addition, Contractor shall obtain and file with Owner a Standard Certificate of Insurance evidencing the required coverage.

7.12.3 In claims against any person or entity indemnified under this Paragraph 7.12 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Paragraph 7.12 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

7.13 NONDISCRIMINATION

7.13.1 The Contractor shall not discriminate in any way against any person, employee or job applicant on the basis of race, color, creed, national original, religion, age, sex, or disability where reasonable accommodations can be effected to enable the person to perform the essential functions of the job. The Contractor shall further insure that the foregoing nondiscrimination requirement shall be made a part and requirement of each subcontract on this Project.

7.14 PREVAILING WAGE RATES

7.14.1 The Contractor shall comply in all respects with all requirements imposed by any laws, ordinances or resolutions applicable to the Project with regard to the minimum prevailing wage rates for all classes of employees, laborers, subcontractors, mechanics, workmen and persons furnishing labor and services to the Project. The City of Lancaster has adopted US Department of Labor's Davis Bacon Wage Determinations as the Prevailing Wage Rate Schedule, available to the Contractor by request, which specifies the classes and wage rates to be paid to all persons. The Contractor shall pay not less than the minimum wage rates established thereby for each class, craft or type of labor, workman, or mechanic employed in the execution of this Contract. The failure of the Contractor to comply with this requirement shall result in the forfeiture to the City of $10.00 of a sum of not less than Sixty Dollars ($60.00) for each person per day, or portion thereof, that such person is paid less than the prevailing rate. Upon request by the Owner, Contractor shall make available for inspection and copying its books and records, including but not limited to its payroll records, account information and other documents as may be required by the Owner to insure compliance with this provision.

7.15 JOB SITE SAFETY PRECAUTIONS

7.15.1 The Contractor shall at all times exercise reasonable precautions for the safety of its employees, laborers, subcontractors, mechanics, workmen and others on and near the jobsite and shall comply with all laws, ordinances, regulations, and standards of federal, state and local safety laws and regulations. The Contractor shall provide such machinery guards, safe walk-ways, ladders, bridges, and other safety devices as may be necessary or appropriate to insure a safe and secure jobsite and shall require its subcontractors to comply with this requirement. The Contractor shall immediately comply with any and all safety requirements imposed by the Architect during the progress of the Work.

7.16 WARNING DEVICES AND BARRICADES

7.16.1 The Contractor shall furnish and maintain such warning devices, barricades, lights, signs, pavement markings, and other devices as may be necessary or appropriate or required by the Architect to protect persons or property in, near or adjacent to the jobsite, including. No separate compensation shall be paid to the

Contractor for such measures. Where the Work is being conducted in, upon or near streets, alleys, sidewalks, or other rights-of-way, the Contractor shall insure the placement, maintenance and operation of any and all such warning devices as may be required by the City of Lancaster and shall do so until no longer required by the City. Such devices shall be in compliance with and conform to the manual and specifications for the uniform system of traffic control devices adopted by the Texas Department of Transportation.

7.17 PROTECTION OF UTILITIES & OTHER CONTRACTORS

7.17.1 The Contractor shall use best efforts to leave undisturbed and uninterrupted all utilities and utility services provided to the jobsite or which presently exists at, above or beneath the location where the Work is to be performed. In the event that any utility or utility service is disturbed or damaged during the progress of the Work, the Contractor shall forthwith repair, remedy or restore the utility at Contractor's sole expense.

7.17.2 The Contractor understands and acknowledges that other contractors of the Owner or of other entities may be present at the jobsite performing other work unrelated to the Project. The Contractor shall use best efforts to work around other contractors without impeding the work of others while still adhering to the completion date established herein. In the event that the Contractor's work is or may be delayed by any other person, the Contractor shall immediately give notice thereof to the Architect and shall request a written Change Order in accordance with the procedures set forth by this Contract. The Contractor's failure to provide such notice and to request such Change Order shall constitute a waiver of any and all claims associated therewith.

ARTICLE VIII: CONTRACT ADMINISTRATION

8.1 THE ARCHITECT

8.1.1 When used in this Contract the term "Architect" does not necessarily denote a duly licensed, trained or certified architect; as used herein, the term shall be used interchangeably and shall mean a designated Architect, Engineer, or Contract Administrator (who may not be an architect or engineer) for the Owner, said person to be designated or redesignated by the Owner prior to or at any time during the Work hereunder. The Architect may be an employee of the Owner or may be retained by the Owner as an independent contractor but, in either event, the Architect's duties and authority shall be as set forth hereinafter. The Contractor understands and agrees that it shall abide by the decisions and instructions of the Architect notwithstanding the contractual relationship between the Owner and Architect. All of the Owner's instructions to the Contractor shall be through the Architect.

In the event the Owner should find it necessary or convenient to replace the Architect, the Owner shall retain a replacement Architect and the status of the replacement Architect shall be that of the former Architect.

8.2 ARCHITECT'S ADMINISTRATION

8.2.1 The Architect, unless otherwise directed by the Owner in writing, will perform those duties and discharge those responsibilities allocated to the Architect as set forth in this Contract. The Architect shall be the Owner's representative from the effective date of this Contract until final payment has been made.

8.2.2 The Owner and the Contractor shall communicate with each other in the first instance through the Architect.

8.2.3 The Architect shall be the initial interpreter of the requirements of the drawings and specifications and the judge of the performance thereunder by the Contractor. The Architect shall render written or graphic interpretations necessary for the proper execution or progress of the Work with reasonable promptness on request of the Contractor.

8.2.4 The Architect will review the Contractor's Applications for Payment and will certify to the Owner for payment to the Contractor, those amounts then due the Contractor as provided in this Contract.

8.2.5 The Architect shall have authority to reject Work which is defective or does not conform to the requirements of this Contract. If the Architect deems it necessary or advisable, the Architect shall have authority to require additional inspection or testing of the Work for compliance with Contract requirements.

8.2.6 The Architect will review and approve, or take other appropriate action as necessary, concerning the Contractor's submittals including Shop Drawings, Product Data and Samples. Such review, approval or other action shall be for the sole purpose of determining conformance with the design concept and information given through the Contract Documents.

8.2.7 The Architect will prepare Change Orders and may authorize minor changes in the Work by Field Order as provided elsewhere herein.

8.2.8 The Architect shall, upon written request from the Contractor, conduct inspections to determine the date of Substantial Completion and the date of final completion, will receive and forward to the Owner for the Owner's review and records, written warranties and related documents required by this Contract and will issue a final Certificate for Payment upon compliance with the requirements of this Contract.

8.2.9 The Architect's decisions in matters relating to aesthetic effect shall be final if consistent with the intent of this Contract.

8.3 CLAIMS BY THE CONTRACTOR

8.3.1 The Architect shall determine all claims and matters in dispute between the Contractor and Owner with regard to the execution, progress, or sufficiency of the Work or the interpretation of the Contract Documents, including but not limited to the plans and specifications. Any dispute shall be submitted in writing to the Architect within seven (7) days of the event or

occurrence or the first appearance of the condition giving rise to the claim or dispute who shall render a written decision within a reasonable time thereafter. The Architect's decisions shall be final and binding on the parties. In the event that either party objects to the Architect's determination as to any submitted dispute, that party shall submit a written objection to the Architect and the opposing party within ten (10) days of receipt of the Architect's written determination in order to preserve the objection. Failure to so object shall constitute a waiver of the objection for all purposes.

8.3.2 Pending final resolution of any claim of the Contractor, the Contractor shall diligently proceed with performance of this Contract and the Owner shall continue to make payments to the Contractor in accordance with this Contract.

8.3.3 ***CLAIMS FOR CONCEALED, LATENT OR UNKNOWN CONDITIONS*** - The Contractor expressly represents that it has been provided with an adequate opportunity to inspect the Project site and thoroughly review the Contract Documents and plans and specifications prior to submission of its bid and the Owner's acceptance of the bid. Subject to the conditions hereof, Contractor assumes full responsibility and risk for any concealed, latent or unknown condition which may affect the Work. No claims for extra work or additional compensation shall be made by Contractor in connection with concealed, latent or unknown conditions except as expressly provided herein. Should concealed, latent or unknown conditions encountered in the performance of the Work (a) below the surface of the ground or (b) in an existing structure be at variance with the conditions indicated by this Contract, or should unknown conditions of an unusual nature differing materially from those ordinarily encountered in the area and generally recognized as inherent in Work of the character provided for in this Contract, be encountered, the Contract Price shall be equitably adjusted by Change Order upon the written notice and claim by either party made within seven (7) days after the first observance of the condition. As a condition precedent to the Owner having any liability to the Contractor for concealed or unknown conditions, the Contractor must give the Owner and the Architect written notice of, and an opportunity to observe, the condition prior to disturbing it. The failure by the Contractor to make the written notice and claim as provided in this Subparagraph shall constitute a waiver by the Contractor of any claim arising out of or relating to such concealed, latent or unknown condition and the Contractor thereby assumes all risks and additional costs associated therewith.

8.3.4 ***CLAIMS FOR ADDITIONAL COSTS*** - If the Contractor wishes to make a claim for an increase in the Contract Price, as a condition precedent to any liability of the Owner therefore, the Contractor shall give the Architect written notice of such claim within seven (7) days after the occurrence of the event, or the first appearance of the condition, giving rise to such claim. Such notice shall be given by the Contractor before proceeding to execute any additional or changed Work. The failure by the Contractor to give such notice and to give such notice prior to executing the Work shall constitute a waiver of any claim for additional compensation.

8.3.4.1 In connection with any claim by the Contractor against the Owner for compensation in excess of the Contract Price, any liability of the Owner for the Contractor's costs shall be strictly limited to direct costs incurred by the Contractor and shall in no event include indirect costs or consequential damages of the Contractor. The Owner shall not be liable to the Contractor for claims of third parties, including Subcontractors. The Owner shall not be liable to the Contractor for any claims based upon delay to the Contractor for any reason whatsoever including any act or neglect on the part of the Owner.

8.3.5 ***CLAIMS FOR ADDITIONAL TIME*** - If the Contractor is delayed in progressing any task which at the time of the delay is then critical or which during the delay becomes critical, as the sole result of any act or neglect to act by the Owner or someone acting in the Owner's behalf, or by changes ordered in the Work, unusual delay in transportation, unusually adverse weather conditions not reasonably anticipated, fire or any causes beyond the Contractor's control, then the date for achieving Substantial Completion of the Work shall be extended upon the written notice and claim of the Contractor to the Owner and the Architect, for such reasonable time as the Architect may determine. Any notice and claim for an extension of time by the Contractor shall be made not more than seven (7) days after the occurrence of the event or the first appearance of the condition giving rise to the claim and shall set forth in detail the Contractor's basis for requiring additional time in which to complete the Project. In the event the delay to the Contractor is a continuing one, only one notice and claim for additional time shall be necessary. If the Contractor fails to make such claim as required in this Subparagraph, any claim for an extension of time shall be waived. The procedures and remedies provided by this provision shall be the sole remedy of Contractor and Contractor shall not assert nor be entitled to any additional delays or damages associated therewith.

8.4 FIELD ORDERS

8.4.1 The Architect shall have authority to order minor changes in the Work not involving a change in the Contract Price or in Contract Time and not inconsistent with the intent of the Contract. Such changes shall be effected by Field Order and shall be binding upon the Contractor. The Contractor shall carry out such Field Orders promptly.

8.5 MEDIATION

8.5.1 In the event that a dispute arises under the terms of this Contract, following an adverse determination by the Architect and proper preservation of the issue as required herein, the parties agree to submit to mediation. In such event, the parties shall agree to a designated person to serve as mediator and

each party shall be responsible for payment of one-half of the total mediation fees. The parties shall submit the dispute to mediation as soon as practical and in no event later than one (1) year after the Architect's written decision on the matter. At least one designated representative of each party must attend and participate in good faith in an effort to resolve the matters in dispute.

8.5.2 In no event shall the foregoing provision justify or authorize any delay in the progress of the Work; the parties shall abide by the decision of the Architect in accomplishing the timely completion of the Project.

ARTICLE IX: SUBCONTRACTORS

9.1 DEFINITION

9.1.1 A Subcontractor is an entity which has a direct contract with the Contractor to perform a portion of the Work. No Subcontractor shall be in privity with the Owner.

9.2 AWARD OF SUBCONTRACTS

9.2.1 Upon execution of the Contract, the Contractor shall furnish the Owner, in writing, the names of persons or entities proposed by the Contractor to act as a Subcontractor on the Project. The Owner shall promptly reply to the Contractor, in writing, stating any objections the Owner may have to such proposed Subcontractor. The Contractor shall not enter into a subcontract with a proposed Subcontractor with reference to whom the Owner has made timely objection. The Contractor shall not be required to subcontract with any party to whom the Contractor has objection.

9.2.2 All subcontracts shall afford the Contractor rights against the Subcontractor which correspond to those rights afforded to the Owner against the Contractor herein, including those rights afforded to the Owner by Subparagraph 12.2.1 below. All subcontracts shall incorporate by reference the provisions hereof and shall provide that no claims, causes or demands shall be made by any Subcontractor against the Owner.

9.2.3 The Contractor shall indemnify, defend and hold harmless the Owner from and against any and all claims, demands, causes of action, damage, and liability asserted or made against the Owner by or on behalf of any Subcontractor.

ARTICLE X: CHANGES IN THE WORK

10.1 CHANGES PERMITTED

10.1.1 Changes in the Work within the general scope of this Contract, consisting of additions, deletions, revisions, or any combination thereof, may be ordered without invalidating this Contract, by Change Order or by Field Order.

10.1.2 Changes in the Work shall be performed under applicable provisions of this Contract and the Contractor shall proceed promptly with such changes.

10.2 CHANGE ORDER DEFINED

10.2.1 Change Order shall mean a written order to the Contractor executed by the Owner and the Architect, issued after execution of this Contract, authorizing and directing a change in the Work or an adjustment in the Contract Price or the Contract Time, or any combination thereof. The Contract Price and the Contract Time may be changed only by written Change Order.

10.3 CHANGES IN THE CONTRACT PRICE

10.3.1 Any change in the Contract Price resulting from a Change Order shall be determined as follows: (a) by mutual agreement between the Owner and the Contractor as evidenced by (1) the change in the Contract Price being set forth in the Change Order, (2) such change in the Contract Price, together with any conditions or requirements related thereto, being initialed by both parties and (3) the Contractor's execution of the Change Order, or (b) if no mutual agreement occurs between the Owner and the Contractor, then, as provided in Subparagraph 10.3.2 below.

10.3.2 If no mutual agreement occurs between the Owner and the Contractor as contemplated in Subparagraph 10.3.1 above, the change in the Contract Price, if any, shall then be determined by the Architect on the basis of the reasonable expenditures or savings of those performing, deleting or revising the Work attributable to the change, including, in the case of an increase or decrease in the Contract Price, a reasonable allowance for direct job site overhead and profit. In such case, the Contractor shall present, in such form and with such content as the Owner or the Architect requires an itemized accounting of such expenditures or savings, plus appropriate supporting data for inclusion in a Change Order. Reasonable expenditures or savings shall be limited to the following: reasonable costs of materials, supplies, or equipment including delivery costs, reasonable costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance, reasonable rental costs of machinery and equipment exclusive of hand tools whether rented from the Contractor or others, reasonable costs of premiums for all bonds and insurance, permit fees, and sales, use or other taxes related to the Work, and reasonable cost of direct supervision and jobsite field office overhead directly attributable to the change. In no event shall any expenditure or savings associated with the Contractor's home office or other non-jobsite overhead expense be included in any change in the Contract Price. Pending final determination of reasonable expenditures or savings to the Owner, payments on account shall be made to the Contractor on the Architect's Certificate for Payment.

10.3.3 If unit prices are provided in the Contract, and if the quantities contemplated are so changed in a proposed Change Order that application of such unit prices to the quantities of Work proposed will cause

substantial inequity to the Owner or to the Contractor, the applicable unit prices shall be equitably adjusted.

10.4 Minor Changes

10.4.1 The Architect shall have authority to order minor changes in the Work not involving a change in the Contract Price or an extension of the Contract Time and not inconsistent with the intent of this Contract. Such minor changes shall be made by written Field Order, and shall be binding upon the owner and the Contractor. The Contractor shall promptly carry out such written Field Orders.

10.5 Effect of Executed Change Order

10.5.1 The execution of a Change Order by the Contractor shall constitute conclusive evidence of the Contractor's agreement to the ordered changes in the Work, this Contract as thus amended, the Contract Price and the Contract Time. The Contractor, by executing the Change Order, waives and forever releases any claim against the Owner for additional time or compensation for matters relating to or arising out of or resulting from the Work included within or affected by the executed Change Order.

10.6 Notice to Surety; Consent

10.6.1 The Contractor shall notify and obtain the consent and approval of the Contractor's surety with reference to all Change Orders if such notice, consent or approval is required by the Contractor's surety or by law. The Contractor's execution of the Change Order shall constitute the Contractor's warranty to the Owner that the surety has been notified of and consents to, such Change Order and the surety shall be conclusively deemed to have been notified of such Change Order and to have expressly consented thereto.

ARTICLE XI: UNCOVERING & CORRECTING WORK

11.1 Uncovering Work

11.1.1 If any of the Work is covered contrary to the Architect's request or to any provisions of this Contract, it shall, if required by the Architect or the Owner, be uncovered for the Architect's inspection and shall be properly replaced at the Contractor's expense without change in the Contract Time.

11.1.2 If any of the Work is covered in a manner not inconsistent with Subparagraph 11.1.1 above, it shall, if required by the Architect or Owner, be uncovered for the Architect's inspection. If such Work conforms strictly with this Contract, costs of uncovering and proper replacement shall by Change Order be charged to the Owner. If such Work does not strictly conform with this Contract, the Contractor shall pay the costs of uncovering and proper replacement.

11.2 Correcting Work

11.2.1 The Contractor shall immediately proceed to correct Work rejected by the Architect as defective or failing to conform to this Contract. The Contractor shall pay all costs and expenses associated with correcting such rejected Work, including any additional testing and inspections, and reimbursement to the Owner for the Architect's services and expenses made necessary thereby.

11.2.2 If within one (1) year after Substantial Completion of the Work any of the Work is found to be defective or not in accordance with this Contract, the Contractor shall correct it promptly upon receipt of written notice from the Owner. This obligation shall survive final payment by the Owner and termination of this Contract. With respect to Work first performed and completed after Substantial Completion, this one-year obligation to specifically correct defective and nonconforming Work shall be extended by the period of time which elapses between Substantial Completion and completion of the subject Work.

11.2.3 Nothing contained in this Paragraph 11.2 shall establish any period of limitation with respect to other obligations which the Contractor has under this Contract. Establishment of the one-year time period in Subparagraph 11.2.2 relates only to the duty of the Contractor to specifically correct the Work.

11.3 Owner May Accept Defective or Nonconforming Work

11.3.1 If the Owner chooses to accept defective or nonconforming Work, the Owner may do so. In such event, the Contract Price shall be reduced by the greater of (a) the reasonable cost of removing and correcting the defective or nonconforming Work, and (b) the difference between the fair market value of the Project as constructed and the fair market value of the Project had it not been constructed in such a manner as to include defective or nonconforming Work. If the remaining portion of the unpaid Contract Price, if any, is insufficient to compensate the Owner for its acceptance of defective or nonconforming Work, the Contractor shall, upon written demand from the Owner, pay the Owner such remaining compensation for accepting defective or nonconforming Work.

ARTICLE XII: CONTRACT TERMINATION

12.1 Termination by the Contractor

12.1.1 If the Work is stopped for a period of ninety (90) days by an order of any court or other public authority, or as a result of an act of the Government, through no fault of the Contractor or any person or entity working directly or indirectly for the Contractor, the Contractor may, upon ten (10) days' written notice to the Owner and the Architect, terminate performance under this Contract and recover from the Owner payment for the actual reasonable expenditures of the Contractor (as limited in Subparagraph 10.3.2 above) for all Work executed and for materials, equipment, tools, construction equipment and machinery actually purchased or rented solely for the Work, less any salvage value of any such items.

12.1.2 If the Owner shall persistently or repeatedly fail to perform any material obligation to the Contractor for a period of fifteen (15) days after receiving written notice

from the Contractor of its intent to terminate hereunder, the Contractor may terminate performance under this Contract by written notice to the Architect and the Owner. In such event, the Contractor shall be entitled to recover from the Owner as though the Owner had terminated the Contractor's performance under this Contract for convenience pursuant to Subparagraph 12.2.1 hereunder.

12.2 TERMINATION BY THE OWNER

12.2.1 ***FOR CONVENIENCE***

12.2.1.1 The Owner may for any reason whatsoever terminate performance under this Contract by the Contractor for convenience. The Owner shall give written notice of such termination to the Contractor specifying when termination becomes effective.

12.2.1.2 The Contractor shall incur no further obligations in connection with the Work and the Contractor shall stop Work when such termination becomes effective. The Contractor shall also terminate outstanding orders and subcontracts. The Contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders. The Owner may direct the Contractor to assign the Contractor's right, title and interest under terminated orders or subcontracts to the Owner or its designee.

12.2.1.3 The Contractor shall transfer title and deliver to the Owner such completed or partially completed Work and materials, equipment, parts, fixtures, information and Contract rights as the Contractor has.

12.2.1.4

(a) The Contractor shall submit a termination claim to the Owner and the Architect specifying the amounts due because of the termination for convenience together with costs, pricing or other data required by the Architect. If the Contractor fails to file a termination claim within one (1) year from the effective date of termination, the Owner shall pay the Contractor, an amount derived in accordance with subparagraph (c) below.

(b) The Owner and the Contractor may agree to the compensation, if any, due to the Contractor hereunder.

(c) Absent agreement to the amount due to the Contractor, the Owner shall pay the Contractor the following amounts:

(i) Contract prices for labor, materials, equipment and other services accepted under this Contract;

(ii) Reasonable costs incurred in preparing to perform and in performing the terminated portion of the Work, and in terminating the Contractor's performance, plus a fair and reasonable allowance for overhead and profit thereon (such profit shall not include anticipated profit or consequential damages), provided however, that if it appears that the Contractor would have not profited or would have sustained a loss if the entire Contract would have been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss, if any;

(iii) Reasonable costs of settling and paying claims arising out of the termination of subcontracts or orders pursuant to Subparagraph 12.2.1.2 of this Paragraph. These costs shall not include amounts paid in accordance with other provisions hereof.

The total sum to be paid the Contractor under this Subparagraph 12.2.1 shall not exceed the total Contract Price, as properly adjusted, reduced by the amount of payments otherwise made, and shall in no event include duplication of payment.

12.2.2 *FOR CAUSE*

12.2.2.1 If the Contractor persistently or repeatedly refuses or fails to prosecute the Work in a timely manner, abandons the jobsite and fails to resume work within five (5) days of written notice thereof by the Owner, fails to grant or allow access to the jobsite by the Owner or Architect, fails to supply enough properly skilled workers, supervisory personnel or proper equipment or materials, fails to make prompt payment to Subcontractors or for materials or labor, persistently disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, or otherwise is guilty of a violation of a material provision of this Contract, then the Owner may by written notice to the Contractor, without prejudice to any other right or remedy, terminate the employment of the Contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor and may finish the Work by whatever methods it may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the Work is finished.

12.2.2.2 If the unpaid balance of the Contract Price does not exceed the cost of finishing the work, including compensation for the Architect's additional services and expenses made necessary thereby, such difference shall be paid by the Contractor to the Owner. This obligation for payment shall survive the termination of the Contract.

12.2.2.3 In the event the employment of the Contractor is terminated by the Owner for cause pursuant to Subparagraph 12.2.2 and it is subsequently determined by a Court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a Termination for Convenience under Subparagraph 12.2.1 and the provisions of Subparagraph 12.2.1 shall apply.

ARTICLE XIII: INSURANCE

13.1 CONTRACTOR SHALL MAINTAIN INSURANCE

13.1.1 The Contractor at his own expense shall purchase, maintain and keep in force during the life of this contract, adequate insurance that will protect the Contractor and/or any Additional Insured from claims

which may arise out of or result from operations under this contract. The insurance required shall provide adequate protections from all claims, whether such operations be by the Contractor or by any Additional Insured or by any Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone whose acts of any of them may be liable and from any special hazards, such as blasting, which may be encountered in the performance of this contract in the amounts as shown below in Paragraph 13.2.1.

13.1.2 The Contractor shall not commence work on any Contract in the City of Lancaster until the Contractor has obtained all the insurance required under this paragraph and such insurance has been approved by the City.

13.2 TYPES AND AMOUNTS OF INSURANCE

13.2.1. The Contractor shall furnish and maintain during the life of the contract adequate Insurance in such amounts as follows:

Type of Insurance	Amount
Worker's Compensation as set forth in the Worker's Compensation Act.	
Commercial General Liability	
$1,000,000 Each Accident/Occurrence. The policy shall have no coverage removed by exclusions.	
Limit of Insurance per Project or Owner's and Contractor's Protective Liability Insurance for the Project.	
Automobile Liability	
$500,000 Combined single limit per occurrence.	

13.2 INSTALLATION FLOATER

This insurance shall protect the Contractor and the Owner from all insurable risks of physical loss or damage to materials and equipment not otherwise covered under builder's risk insurance, while in warehouse or storage areas, during installation, during testing, and after the work is completed. Installation floater insurance shall be of the "all risks" type, with coverage's designed for the circumstances which may occur in the particular work included in this contract. The coverage shall be for an amount not less than the insurable value of the work at completion, less the value of the materials and equipment insured under builder's risk insurance. The value shall include the aggregate value of the Owner furnished equipment and materials to be erected or installed by the Contractor not otherwise insured under builder's risk insurance.

13.3 Builders Risk

This insurance shall be written in completed value form and shall protect the Contractor and the Owner against risks of damage to buildings, structures, and materials and equipment not otherwise covered under installation floater insurance, from the perils of fire and lightning, the perils included in the standard extended coverage endorsement, and the perils of vandalism and malicious mischief. The amount of such insurance shall not be less than the insurable value of the work at completion less the value of the materials and equipment insured under installation floater insurance.

Equipment installed under this contract shall be insured under installation floater insurance when the aggregate value of the equipment exceeds $10,000.00.

If the work does not include the construction of building structures, builder's risk insurance may be omitted providing the installation floater insurance fully covers all work.

Builder's risk insurance shall provide for losses to be payable to the Contractor and the Owner as their interests may appear and shall contain a waiver of subrogation rights against the insured parties.

13.4 ADDITIONAL INSURED / PROJECT INFORMATION

The Owner shall be named as an additional insured on the Commercial General Liability (Public), Policies furnished by the Contractor.

The project name and bid/contract number shall be listed on the certificate.

13.5 WRITTEN NOTIFICATION

Each insurance policy shall contain a provision requiring that thirty (30) days prior to expiration, cancellation, non-renewal or any material change in coverage, a notice there of shall be given by certified mail to the Purchasing Agent, City of Lancaster, PO Box 940, Lancaster, Texas, 75146.

13.6 PREMIUMS AND ASSESSMENTS

Companies issuing the insurance policies shall have no recourse against the City for payment of any premiums or assessments for any deductibles which are at the sole responsibility and risk of the Contractor.

13.7 CERTIFICATE OF INSURANCE

Proof that the insurance is in force shall be furnished to the City of Lancaster on a Standard Certificate of Insurance Form. In the event any insurance policy shown on the Certificate of Insurance has an expiration date that is prior to the completion and final acceptance of the project by the City of Lancaster, the contractor shall furnish the City proof of identical continued coverage no later than thirty (30) days prior to the expiration date shown on the Certificate of Insurance.

13.8 PRIMARY COVERAGE

The coverage's provided herein shall be primary and noncontributory with any other insurance maintained by the City of Lancaster, Texas, for its benefit, including self insurance.

13.9 WORKER'S COMPENSATION INSURANCE COVERAGE

13.9.1 The Contractor shall:

1) provide coverage for its employees providing services on a project, for the duration of the

project based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements;

2) provide a certificate of coverage showing workers' compensation coverage to the governmental entity prior to beginning work on the project;

3) provide the governmental entity prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the contractor's current certificate of coverage ends during the duration of the project;

4) obtain from each person providing services on a project, and provide to the governmental entity:

(A) a certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and

(B) no later than seven days after receipt by the contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

5) retain all required certificates of coverage on file for the duration of the project and for one year thereafter;

6) notify the governmental entity in writing by certified mail or personal delivery, within 10 days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project;

7) post a notice on each project site informing all persons providing services on the project that they are required to be covered, and stating how a person may verify current coverage and report failure to provide coverage. This notice does not satisfy other posting requirements imposed by the Act or other commission rules. This notice must be printed with a title in at least 30 point bold type and text in at least 19 point normal type, and shall be in both English and Spanish and any other language common to the worker population. The text for the notices shall be the following text provided by the Texas Worker's Compensation Commission on the sample notice, without any additional words or changes:

Required Workers' Compensation Coverage

"The law requires that each person working on this site or providing services related to this construction project must be covered by workers' compensation insurance. This includes persons providing, hauling, or delivering equipment or materials, or providing labor or transportation or other service related to the project, regardless of the identity of their employer or status as an employee."

"Call the Texas Workers' Compensation Commission at 512-440-3789 to receive information on the legal requirement for coverage, to verify whether your employer has provided the required coverage, or to report an employer's failure to provide coverage."

and

(8) contractually require each person with whom it contracts to provide services on a project, to:

(A) provide coverage based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements for all of its employees providing services on the project, for the duration of the project;

(B) provide a certificate of coverage to the contractor prior to that person beginning work on the project;

(C) include in all contracts to provide services on the project the language in subsection (e) (3) of this rule;

(D) provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

(E) obtain from each other person with whom it contracts, and provide to the Contractor:

(i) a certificate of coverage, prior to the other person beginning work on the project; and

(ii) prior to the end of the coverage period, a new certificate of coverage showing extension of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

(F) retain all required certificates of coverage on file for the duration of the project and for one year thereafter;

(G) notify the governmental entity in writing by certified mail or personal delivery, within 10 days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and

(H) contractually require each other person with whom it contracts, to perform as required by sub-paragraphs (A) - (H) of this paragraph, with the certificate of coverage to be provided to the person for whom they are providing services.

ARTICLE XIV: MISCELLANEOUS

14.1 LAWS AND ORDINANCES

14.1.1 The Contractor shall at all times and in all respects observe and comply with all federal, state and local laws, ordinances, and regulations applicable to the Project and Work. The Contractor shall further insure that all Subcontractors observe and comply with said laws, ordinances and regulations.

14.2 GOVERNING LAW

14.2.1 The Contract shall be governed by the laws of the State of Texas. Venue for any causes of action arising under the terms or provisions of this Contract or the Work to be performed hereunder shall be in the courts of Dallas County, Texas.

14.3 SUCCESSORS AND ASSIGNS

14.3.1 The Owner and Contractor bind themselves, their successors, assigns and legal representatives to the other party hereto and to successors, assigns and legal representatives of such other party in respect to covenants, agreements and obligations contained in this Contract. The Contractor shall not assign this Contract without written consent of the Owner.

14.4 SURETY BONDS

14.4.1 If the Contract Price exceeds the sum of $25,000.00, the Contractor shall furnish separate performance and payment bonds to the Owner, according to the requirements set out in the bid documents and state statutes to guaranty full and faithful performance of the Contract and the full and final payment of all persons supplying labor or materials to the Project. Each bond required by the bid documents or state statute shall set forth a penal sum in an amount not less than the Contract Price. Each bond furnished by the Contractor shall incorporate by reference the terms of this Contract as fully as though they were set forth verbatim in such bonds. In the event the Contract Price is adjusted by Change Order executed by the Contractor, the penal sum of both the performance bond and the payment bond shall be deemed increased by like amount. The performance and payment bonds furnished by the Contractor shall be in form suitable to the Owner and shall be executed by a surety, or sureties, reasonably suitable to the Owner and authorized to do business in the State of Texas by the State Board of Insurance.

14.4.2 If the Contract Price exceeds the sum of $25,000.00, the Contractor, upon execution of the Contract and prior to commencement of the Work, shall furnish to the Owner a two-year maintenance bond in the amount of one hundred percent (100%) of the Contract Price covering the guaranty and maintenance prescribed herein, written by an approved surety authorized and duly licensed to conduct business in the State of Texas. The cost of said maintenance bond shall be included in the Contractor's unit bid prices and shall be paid by the Contractor.

14.5 SEVERABILITY

14.5.1 The provisions of this Contract are herein declared to be severable; in the event that any term, provision or part hereof is determined to be invalid, void or unenforceable, such determination shall not affect the validity or enforceability of the remaining terms, provisions and parts, and this Contract shall be read as if the invalid, void or unenforceable portion had not be included herein.

14.6 AMENDMENTS

14.6.1 This Contract may be amended by the parties only by a written agreement duly executed by both parties. The failure of the Owner to object to any nonperformance or nonconforming work or to enforce any provision hereof shall in no event be regarded as or construed to be a waiver, release or modification of any term or provision in this Contract, nor shall such failure to object or enforce stop the Owner from insisting on strict compliance with this Contract or from recovering damages, costs or expenses arising as a result of such nonperformance or nonconforming work.

14.7 NOTICES

14.6.1 All notices required by this Contract shall be presumed received when deposited in the mail properly addressed to the other party or Architect at the address set forth herein or set forth in a written designation of change of address delivered to all parties and the Architect.

EXECUTED in single or multiple originals, this 13th day of June, 2022.

CITY OF LANCASTER

_____

Opal Mauldin-Jones, City Manager

ATTEST:

_____

Sorangel Arenas, City Secretary

QKB Inc.

_____

Quinn Huynh

444 E. FM 1382 # D
Cedar Hill, TX 75104

2022-07
ATKINS BROS. EQUIP. CO., INC
Supplier Response

Event Information

Number: 2022-07
Title: Water & Wastewater Repair & Replacement
Type: Request for Bid
Issue Date: 4/4/2022
Deadline: 4/22/2022 03:00 PM (CT)
Notes: The intent of this bid is to acquire a vendor for the sole purpose of repairing, replacing and installing new water mains and services, and sewer mains and services.

Contact Information

Contact: Cheryl Womble PURCHASING AGENT, CTCD
Address: Purchasing
PO Box 940

Lancaster, TX 75146
Phone: (972) 218-1329
Fax: (972) 218-3621
Email: cwomble@lancaster-tx.com

ATKINS BROS. EQUIP. CO., INC Information

Address: P.O. Box 990
Midlothian, TX 76065
Phone: (972) 775-7955

We strongly request that bidders submit their response electronically. Electronic bidding will eliminate errors, eliminate unnecessary work, and is more friendly to the environment. Your cooperation is appreciated.

Please feel free to callus if you require any assistance with the response.

Emailed or faxed submissions will not be accepted.

Mike Atkins
Signature

satkins@ectisp.net
Email

Submitted at 4/18/2022 11:37:17 AM

Response Attachments

3103_001 Lancaster 2022-07 Water & Wastewater Repair & Replac.pdf

All required forms, information and bond

Bid Attributes

1	**QUESTIONS** All questions shall be addressed to Cheryl Womble, Purchasing Agent via email at purchasing@lancaster-tx.com. ☑ Agree (Agree)
2	**PRICE INCREASES** Prices are firm for the first year. Any price increase after year one, must be justified and documentation submitted. Price increases may not exceed the current Consumer Price Index (U) for the D/FW Region. ☑ Agree (Agree)
3	**RESPONSE TERM** Responses shall be valid for (90) calendar days after the opening date and shall constitute an irrevocable offer to the City of Lancaster for the 90 calendar day period. The 90 calendar day period may be extended by mutual agreement of the parties. ☑ Agree (Agree)
4	**LATE SUBMISSION** Bids/RFQs are not accepted after the closing date and time. The City of Lancaster is not responsible for computer, mail or carrier issues/problems. The server time located in the top right corner of this software is the official clock. It is the responsibility of the user to ensure you have chosen the correct time zone for your company. ☑ Agree (Agree)
5	**T&C ACKNOWLEDGEMENT** I have read and agree to the terms and conditions of this bid. ☑ Agree (Agree)

6 BID ACKNOWLEDGEMENT

Bidder affirms that they have read and understand all requirements of this proposal. Additionally, the bidder affirms that they are duly authorized to execute this contract and that this company has not prepared this proposal in collusion with any other proposer, and that the contents of this proposal as to prices, terms and conditions of said proposal have not been communicated by the bidder no by any employee or agent to any other person engaged in this type of business prior to the official opening of this type of business prior to the official opening of this proposal.

☑ Understood (Understood)

7 COUNTY

What county is your principal place of business located?

ELLIS

8 PAYMENT TERMS

The City of Lancaster's payment terms are Net 30.

☑ Understood (Understood)

9 COMPANY OWNERSHIP

Is your company currently for sale or involved in any transaction to expand or to become acquired by another business entity? If yes, please explain the impact both in organizational and directional terms.

NO

10 LITIGATION WITH CITY OF LANCASTER

Is your firm involved in any litigation (past or pending) with the City of Lancaster? If yes, please provide details.

NO

11 ELECTRONIC PAYMENT

If you would like your payment sent electronically (EFT), please provide your accounts receivable contact information. Please provide name, phone number and email address.

No response

12 OPEN RECORDS REQUEST

All responses will be maintained confidential until award is finalized. At that time, all proposals are subject to the Open Records Act.

NO

13 NEPOTISM STATEMENT

The Bidder, Proposer, or any officer, shall state whether Bidder or Proposer has a relationship, either by blood or marriage, with any official or employee of the City of Lancaster.

NO RELATIONSHIPS WITH LANCASTER

14 CONTRACT CLAUSE

Bidder affirms that submittal of this bid, and when properly accepted by the City of Lancaster, shall constitute a contract equally binding between the successful bidder and the City. No different or additional terms will become a part of this contract with the exception of change orders.

☑ Agree (Agree)

15 **IMMIGRATION**

Employers may hire only one persons who may legally work in the United States (i.e., citizens and nationals of the U.S.) and aliens authorized to work in the U.S. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verification Form (I9). The Contractor shall establish appropriate procedures and controls so no services or products under the Contract documents will be performed or manufactured by any worker who is not legally eligible to perform such services or employment.

16 **RECIPROCAL INFORMATION 2**

For Businesses not located in Texas, does your state favor resident bidders (bidders in your state) by some dollar increment or percentage?

☑ Yes (Yes)

☐ No (No)

17 **RECIPROCAL INFORMATION 1**

The City of Lancaster, as a governmental agency of the State of Texas, may not award a contract for general construction, improvements, services or public works projects or purchases of supplies, materials or equipment to a non-resident bidder unless the non-resident's bid is lower than the lowest bid submitted by a responsible Texas resident bidder by the same amount that a Texas resident bidder would be required to underbid a non-resident bidder to obtain a comparable contact in the state in which the non-resident's principal place of business is located (Article 601g v.t.c.s.). Bidder shall answer all of the following questions by encircling the appropriate response or completing the blank provided. "Where is your principal place of business?"

☑ Yes (Yes)

☐ No (No)

18 **RECIPROCAL INFORMATION 3**

If yes, what is the dollar increment or percentage?

Our principal place of business is 3516 Old Ft. Worth Rd., Midlothian, TX 76065

19 **M/WBE 1**

Is your company M/WBE or HUB certified?

☐ Yes (Yes)

☑ No (No)

20 **M/WBE 2**

If yes, what is your certification number?

No response

21 **M/WBE 3**

If yes, what agency completed the certification?

No response

22 **M/WBE 4**

If yes, what is the expiration date of your certification?

No response

23 **NOTIFICATION**

How did you here about the bid opportunity?

24 PLAN ROOM - OTHER

If yes for a plan room or other, please list which plan room or other means of notification.

Amtek

25 PROJECT SCOPE

It is the intent of this specification to obtain an annual price agreement for the purchase of water and wastewater repair and replacement services for the City of Lancaster Public Works Water Utilities division. Services will include but are not limited to removing and replacing water and wastewater lines for small non-capital improvement projects and may include emergency repair work.

26 DEFINITIONS

26.1 Maintenance and/or Replacement Service – Service performed to ensure that a working item is performing within operational tolerances and to identify any needed corrections before a failure occurs.
26.2 Repair Service – Service performed to identify, isolate and rectify a fault so that the failed item can be restored to a working condition. This does not include upgrades or enhancements to the item.

27 SCOPE OF WORK

27.1. Work included in this contract may include, but is not limited to, the replacement of existing water and wastewater mains and other facilities for those services, water and wastewater taps for commercial and residential services, commercial water meter rehabilitation and/or replacement, and incidental repairs to drive approaches, street paving, parking lot paving, medians, alleys, barrier free sidewalk ramps, sidewalks, storm drain facilities, and landscaping along rights-of-way.

27.2. The owner shall mark the saw cut and excavation limit on each site.

27.3. Any paving shall be saw cut along neat lines prior to removal.

27.4. All excavated earth in excess of that required for back filling shall be removed from the job site and disposed of, at Contractor's expense, in a satisfactory manner except in locations where, in the judgment of the City and property owner, it can be neatly spread over the adjacent area.

27.5. Positive drainage of streets, rights-of way, and parkways shall be established during the initial phase of excavation and grading and maintained throughout construction to ensure that property owners are not affected by stormwater discharge. The Contractor will determine positive grading by use of an instrument as requested by the owner. Pre-Construction grades and elevations will be required by the Contractor and approved by owner to make sure all new proposed work will drain properly and not cause standing water or flooding.

27.6. The Contractor shall provide all water required for this project. The Contractor shall make arrangements with the Utility Billing Division for use of a temporary water meter and the required deposit the cost of water will be waived. Contractor shall not use any citizen's water from their homes or other Cities temporary water meters.

27.7. The Contractor will protect trees that are to remain from damage and provide a temporary fence around tree drip line during construction activities. The Contractor shall obtain approval from the City for removal of any street tree or other City owned landscaping prior to start of work.

27.8. On-site soil, free of organic matter and other debris, may be used for backfilling of trench lines if the material complies with the current City standard. Areas within a City right-of-way or easement that require added fill shall be select material. Transport of material hauled to the project shall be included in the base bid for the material. Areas to receive fill shall be stripped of vegetation and foreign matter to a depth of 3 inches. Just prior to fill placement the surface shall be proof rolled. All soft or loose areas identified during proof rolling shall either be processed to dry the soil and compacted in place, or over excavated and replaced with compacted fill. Fill shall be placed in 8-inch loose lifts and uniformly compacted using a tamper type roller to at least 95 percent density at moisture content +/- 2% of optimum, as determined by TxDOT Test T-113-E. Fill placed by hand shall be placed in lifts not exceeding 4 inches loose measure. Testing will be conducted by an approved Testing Lab at the Contractor's expense. Areas that fall outside of a City easement or right-of-way requiring fill shall be prepared and fill placed per the property owner's direction.

27.9. The areas adjacent to construction shall be returned to their original condition. It is the responsibility of the Contractor to repair any damaged landscaping, sprinkler systems, or other items that are affected by the construction.

27.10. The Contractor shall provide proper sanitation for all workers at all locations.

27.11. The Contractor will do all construction staking. The Contractor is responsible for protecting all iron rods (property markers) and, if removed during construction, the Contractor is responsible for resetting them to their prior location under the direct supervision of a surveyor registered with the State of Texas.

27.12. Contractor shall be responsible for meeting all TDLR standards on all ADA Ramps to ensure they meet all ADA requirements for ramps affected by construction activities.

28 CONTRACTOR RESPONSIBILITY

28.1. Supervision – The Contractor shall, during all periods of contract performance, provide competent supervision of their employees to assure complete and satisfactory fulfillment of the work and the terms of this contract. The Contractor or a capable, fully authorized representative must be immediately available during all work activities to receive any and all special instructions from the City agent.

28.2. Defective Work and Damages – The Contractor shall be wholly responsible for and shall promptly correct or restore all defective work or damages to any/all City facilities caused by its activities. Restoration and correction shall be to the complete satisfaction of the City. This shall apply to any part of a building, its appurtenances, the adjacent grounds, or any other tangible damage incurred in the performance of the Contract. Any damage will be immediately reported to the City's Project Manager or their agent. Failure by the Contractor to proceed promptly with corrective actions may be cause for cancellation of this contract with amount(s) necessary to correct defective work and/or damage being withheld from payments due or to become due to the Contractor.

28.3. Record of Work – Upon completion of work, Contractor will use the condition survey and plan redlines to provide a record of the work to the City.

28.4. Warranty

a. Each permanent repair shall be stamped, when concrete is still pliable, with Contractor's company name and date for the purpose of warranty time control.

b. All work performed under this contract for the City of Lancaster shall be warranted for a period of two years. If within two years, after acceptance of work, any of the work is found to be defective or not in accordance with the contract documents, the Contractor shall correct it promptly after receipt of written notice from the owner.

29 SAFETY REQUIREMENTS

29.1. The Contractor must be thoroughly familiar with all prevailing safety measures pertinent to its operation and shall meet or exceed those measures. This shall include, but not necessarily be limited to Environmental Health Agency (EPA) regulations, State of Texas regulations, local City ordinances, and Occupational Safety and Health Agency (OSHA) regulations. In addition, the Contractor shall be wholly responsible for instructing its employees in these safety measures and seeing that they are fully complied with in every respect.

29.2. Contractor will provide all required safety signage, barricades, and flashers/strobes.

29.3. All employees shall follow all applicable safety procedures, have appropriate safety training certification when required by federal or state law, have immediate access to all appropriate safety equipment, and shall be trained in the use of that equipment.

29.4. All vehicles shall have proper safety signage, be fit for their intended purpose, and meet all OSHA, and State of Texas requirements.

29.5. Contractors discovered working without necessary safety devices or equipment in place will be required to stop all work in progress until adequate equipment has been obtained and approved by to the Contract Administrator.

29.6. Any hazardous condition or any damage to City property is to be immediately reported to the City Contract Administrator.

29.7. Contractor will not permit unsafe practices. Examples of unsafe practices include but are not limited to using inappropriate equipment for the job, removing chains or other safety devices from equipment, traveling with an operator sitting in the back of a pickup truck with the tailgate lowered, and operating equipment at excessive speed. Unsafe practices will be grounds for termination of the contract.

30 CONTRACTOR QUALIFICATIONS

30.1. Contractor must be engaged in the business of providing water and wastewater construction services for a minimum of five years within the last seven years.
30.2. Contractor must be in good financial standing, not in any form of bankruptcy, current in payment of all taxes and fees such as state franchise fees. The City reserves the right to request a copy of vendor's audited or un-audited financial statement. When financial statements are requested, the City will review the vendor's audited or un-audited financial statement to this solicitation in accordance with Texas Government Code, Title 10, Subtitle D, Section 2156.007 to evaluate the sufficiency of the vendor's financial resources and ability to perform the contract or provide the service required in the solicitation. The City will be the sole judge in determining the sufficiency of the vendor's financial resources and ability to perform the contract or provide the service.
30.3. Contractor must provide a list of three (3) governmental or commercial references for work of a similar scope to this specification. The Contractor shall choose references that illustrate the Contractor's ability, capacity, and skill to perform the contract as specified.
30.4. Contractor's facility that will be used as the primary point for providing service to the City must be located within 35 miles of the City of Lancaster city limits.

31 PAYMENT AND INVOICING

31.1. Payment - The City will authorize payment upon satisfactory completion, inspection and acceptance by the City. Work found unacceptable by the City will be corrected at the Contractor's expense. All work will be performed in accordance with the outlined quote and purchase order furnished by the City. Contractors are subject to non-payment for any/all unauthorized repair/restoration work.
31.2. Invoicing - The following requirement applies to all invoices. Invoices must reference a purchase order number. Separate invoices are required for each order and shall be sent to the ordering department. The invoice should include the following:
31.2.1. Purchase Order number
31.2.2. Invoice number
31.2.3. Contract rates
31.2.4. Quantity ordered
31.2.5. Total amount due

32 BID EVALUATION

Award will be based on responsive bids best value as outlined in the Evaluation Criteria below. The City of Lancaster reserves the right to accept or reject all bids in whole or in part and waive any informality in the competitive bid process. Further, the City reserves the right to enter any contract deemed to be in the best interest of the City.

CRITERIA	POINTS
Cost	50
Experience with the City of Lancaster	25
References	10
Qualifications	10
Local Business Presence	5
TOTAL POSSIBLE POINTS	**100**

33	**SUBMITTAL RESPONSE GUIDELINES** Offeror response to this Request for Bid shall include: 33.1. Completed and signed submittal check list. 33.2. Bid Pricing Form filled in with unit prices, extended prices, and total. 33.3. Questionnaire and References pages 131 - 133 answered. References provided should be for similar work/projects with up-to-date contact information (phone and email). 33.4. Submittal Affirmation form reviewed and signed. 33.5. Completed Historically Underutilized Business Questionnaire and House Bill 89 Verification Form.

34	**AGREEMENT TERMS AND AWARD** The term of the agreement will be for an initial one-year agreement with the option to renew for up to four (4) additional one-year periods. The price agreement shall be awarded to the vendor(s) submitting the bid(s) deemed to be in the best interest of the City. The City may award one Primary and one Secondary vendor by portions or for the entire bid. The City of Lancaster may award to a single vendor, multiple vendors, or use any combination that serves the best interest of the City. Successful bidder will enter into a contract with the City for an annual agreement in accordance with the terms and conditions found within. The annual estimated dollar value of this contract shall be $3,000,000.00. Annual estimated quantities are not known and vary from year to year.

Bid Lines

1	Site Preparation and Mobilization	Quantity: 5	UOM: Lump Sum	Price: $5,000.00	Total:	$25,000.00
2	Conditions Survey to Include Photographic/Video of Pre- and Post project conditions	Quantity: 5	UOM: Lump Sum	Price: $300.00	Total:	$1,500.00
3	Maintain Property Access	Quantity: 5	UOM: Lump Sum	Price: $300.00	Total:	$1,500.00
4	SWPPP - Erosion Control with Silt Fence and Inlet Protection as Needed Per City Standards	Quantity: 5	UOM: Lump Sum	Price: $300.00	Total:	$1,500.00
5	Traffic Control - Involving Major Thoroughfare	Quantity: 1	UOM: Lump Sum	Price: $500.00	Total:	$500.00
6	Traffic Control - Involving Arterial, Divided Roadway or M5U	Quantity: 2	UOM: Lump Sum	Price: $1,000.00	Total:	$2,000.00
7	Traffic Control - Involving Local Road	Quantity: 5	UOM: Lump Sum	Price: $300.00	Total:	$1,500.00
8	Trench Safety - 0 to 750LF	Quantity: 3000	UOM: Linear Foot	Price: $0.10	Total:	$300.00
9	Trench Safety - 751 to 1100LF	Quantity: 4000	UOM: Linear Foot	Price: $0.10	Total:	$400.00
10	Trench Safety - 1100 to 2500LF	Quantity: 5000	UOM: Linear Foot	Price: $0.10	Total:	$500.00

11	Cut & Plug Existing 6" Water Main					
	Quantity: 15	UOM: Each	Price:	$1,000.00	Total:	$15,000.00
12	Connect to Ex. 6" Water Main Complete with Fittings and Blocking as Needed					
	Quantity: 15	UOM: Each	Price:	$3,000.00	Total:	$45,000.00
13	Connect to Ex. 8" Water Main Complete with Fittings and Blocking as Needed					
	Quantity: 12	UOM: Each	Price:	$4,000.00	Total:	$48,000.00
14	Connect to Ex. 12" Water Main Complete with Fittings and Blocking as Needed					
	Quantity: 10	UOM: Each	Price:	$5,000.00	Total:	$50,000.00
15	8" PVC C-900 Waterline 0 to 645LF with Compaction of Bedding and Backfill					
	Quantity: 3000	UOM: Linear Foot	Price:	$81.00	Total:	$243,000.00
16	8" PVC C-900 Waterline 646 to 1441LF with Compaction of Bedding and Backfill					
	Quantity: 4000	UOM: Linear Foot	Price:	$81.00	Total:	$324,000.00
17	8" PVC C-900 Waterline 1442 to 2235LF with Compaction of Bedding and Backfill					
	Quantity: 5000	UOM: Linear Foot	Price:	$81.00	Total:	$405,000.00
18	Sand for Waterline Embedment 0 to 60CY					
	Quantity: 309	UOM: Cubic Yard	Price:	$10.00	Total:	$3,090.00
19	Sand for Waterline Embedment 61 to 105CY					
	Quantity: 412	UOM: Cubic Yard	Price:	$10.00	Total:	$4,120.00
20	Sand for Waterline Embedment 149 to 230CY					
	Quantity: 515	UOM: Cubic Yard	Price:	$10.00	Total:	$5,150.00
21	12" PVC C-900 Waterline 0 to 290LF with Compaction of Bedding and Backfill					
	Quantity: 600	UOM: Linear Foot	Price:	$115.00	Total:	$69,000.00
22	12" PVC C-900 Waterline 291 to 700LF with Compaction of Bedding and Backfill					
	Quantity: 1000	UOM: Linear Foot	Price:	$115.00	Total:	$115,000.00
23	12" PVC C-900 Waterline 701 to 1320LF with Compaction of Bedding and Backfill					
	Quantity: 1200	UOM: Linear Foot	Price:	$115.00	Total:	$138,000.00
24	Sand for 12" Waterline Embedment 0 to 35CY					
	Quantity: 73.2	UOM: Cubic Yard	Price:	$10.00	Total:	$732.00
25	Sand for 12" Waterline Embedment 36 to 85CY					
	Quantity: 122	UOM: Cubic Yard	Price:	$10.00	Total:	$1,220.00
26	Sand for 12" Waterline Embedment 76 to 105CY					
	Quantity: 146.4	UOM: Cubic Yard	Price:	$10.00	Total:	$1,464.00

27	8" PVC Waterline by Bore, Pipe Material as Approved by City, Complete in Place Including Bore Pits and Grouting					
	Quantity: 400	UOM: Linear Foot		Price: $250.00	Total:	$100,000.00
28	12" PVC Waterline by Bore, Pipe Material as Approved by City, Complete in Place Including Bore Pits and Grouting					
	Quantity: 250	UOM: Linear Foot		Price: $250.00	Total:	$62,500.00
29	Install New Services and Reconnect to Meter - 1" Bullhead Service, Short 0 to 8LF with 1" Corp Stop					
	Quantity: 50	UOM: Each		Price: $1,100.00	Total:	$55,000.00
30	Install New Services and Reconnect to Meter - 1" Bullhead Service, Medium 9 to 20LF with 1" Corp Stop					
	Quantity: 20	UOM: Each		Price: $1,100.00	Total:	$22,000.00
31	Install New Services and Reconnect to Meter - 1" Bullhead Service, Long 21 to 35LF with 1" Corp Stop					
	Quantity: 10	UOM: Each		Price: $1,500.00	Total:	$15,000.00
32	Install New Services and Reconnect to Meter - 3/4" Service, Short 0 to 8LF with 1" Corp Stop					
	Quantity: 15	UOM: Each		Price: $900.00	Total:	$13,500.00
33	Install New Services and Reconnect to Meter - 3/4" Service, Medium 9 to 20LF					
	Quantity: 10	UOM: Each		Price: $900.00	Total:	$9,000.00
34	Install New Services and Reconnect to Meter - 3/4" Service, Long 21 to 35LF					
	Quantity: 5	UOM: Each		Price: $1,000.00	Total:	$5,000.00
35	3/4" Waterline Tap Saddle with Corp - On Existing PVC Waterline 12" Diameter or Less					
	Quantity: 20	UOM: Each		Price: $900.00	Total:	$18,000.00
36	Move Water Meter and Box, 8' Maximum, No Tap Required					
	Quantity: 5	UOM: Each		Price: $200.00	Total:	$1,000.00
37	1" Waterline Tap Saddle with Corp - On Existing PVC Waterline 12" Diameter or Less					
	Quantity: 5	UOM: Each		Price: $950.00	Total:	$4,750.00
38	1 1/2" Waterline Tap Saddle with Corp - On Existing PVC Waterline 12" Diameter or Less					
	Quantity: 5	UOM: Each		Price: $2,000.00	Total:	$10,000.00
39	2" Waterline Tap Saddle with Corp - On Existing PVC Waterline 12" Diameter or Less					
	Quantity: 5	UOM: Each		Price: $2,300.00	Total:	$11,500.00
40	Install Water Service by Trenchless Method, Up to 2" Service					
	Quantity: 50	UOM: Each		Price: $2,000.00	Total:	$100,000.00
41	Standard Water Meter Box Installed with Fittings, New					
	Quantity: 10	UOM: Each		Price: $300.00	Total:	$3,000.00

42	2" Water Meter Box Installed with Fittings, New					
	Quantity: 10	UOM: Each	Price:	$600.00	Total:	$6,000.00
43	Water Meter Box Installed with Fittings, Salvage Existing					
	Quantity: 60	UOM: Each	Price:	$200.00	Total:	$12,000.00
44	Water Meter Box Installed with Fittings, Salvage Existing					
	Quantity: 60	UOM: Each	Price:	$200.00	Total:	$12,000.00
45	Demolition of Meter Vault					
	Quantity: 6	UOM: Lump Sum	Price:	$1,000.00	Total:	$6,000.00
46	Precast Meter Vault (Up to 6' Depth), Furnish and Install Complete in Place, 5' x 8'					
	Quantity: 4	UOM: Each	Price:	$6,000.00	Total:	$24,000.00
47	Precast Meter Vault (Up to 6' Depth), Furnish and Install Complete in Place, 5.5' x 8'					
	Quantity: 2	UOM: Each	Price:	$7,000.00	Total:	$14,000.00
48	Precast Meter Vault Additional Depth (Above 6' depth inside, 9' Deep max.), Furnish and install Complete in Place					
	Quantity: 6	UOM: Each	Price:	$4,000.00	Total:	$24,000.00
49	Compound Flow Meter, Furnish and Install Complete in Place (Meter type to meet City Standards) 3"					
	Quantity: 2	UOM: Each	Price:	$4,000.00	Total:	$8,000.00
50	Compound Flow Meter, Furnish and Install Complete in Place (Meter type to meet City Standards) 4"					
	Quantity: 2	UOM: Each	Price:	$8,000.00	Total:	$16,000.00
51	Turbo Flow Meter, Furnish and Install Complete in Place (Meter type to meet City Standards) 3"					
	Quantity: 2	UOM: Each	Price:	$6,000.00	Total:	$12,000.00
52	Turbo Flow Meter, Furnish and Install Complete in Place (Meter type to meet City Standards) 4"					
	Quantity: 2	UOM: Each	Price:	$7,000.00	Total:	$14,000.00
53	Turbo Flow Meter, Furnish and Install Complete in Place (Meter type to meet City Standards) 6"					
	Quantity: 2	UOM: Each	Price:	$10,000.00	Total:	$20,000.00
54	3" Gate Valve for Meter Vault, Furnish and Install Complete in Place					
	Quantity: 4	UOM: Each	Price:	$6,000.00	Total:	$24,000.00
55	4" Gate Valve for Meter Vault, Furnish and Install Complete in Place					
	Quantity: 4	UOM: Each	Price:	$6,000.00	Total:	$24,000.00
56	6" Gate Valve for Meter Vault, Furnish and Install Complete in Place					
	Quantity: 4	UOM: Each	Price:	$8,000.00	Total:	$32,000.00

57	6" tapping Sleeve for Install of Fire Hydrant (Valve Included with FH Assembly)					
	Quantity: 4	UOM: Each		Price: $2,000.00	Total:	$8,000.00
58	Install New FH Assembly w/6" G.V., Splash Pad, with Valve Pad as Needed					
	Quantity: 4	UOM: Each		Price: $6,000.00	Total:	$24,000.00
59	Salvage & Re-install FH Assembly w/6" G.V. & Concrete Splash Pad, Lubricate and Gasket/Seal Replacements as Needed					
	Quantity: 5	UOM: Each		Price: $5,000.00	Total:	$25,000.00
60	Extra Length 6" Fire Hydrant Lead 25 to 150LF, Complete with Compacted Bedding, Backfill, Fittings and Blocking as Needed					
	Quantity: 300	UOM: Linear Foot		Price: $70.00	Total:	$21,000.00
61	Cut-in of Tee, 8x8x6, With 2 Valves (1 on Run, 1 on Stub), Complete with Flanged Sleeve Fittings and Blocking as Needed					
	Quantity: 4	UOM: Each		Price: $7,000.00	Total:	$28,000.00
62	Cut-in of Tee, 8x8x8, With 2 Valves (1 on Run, 1 on Stub), Complete with Flanged Sleeve Fittings and Blocking as Needed					
	Quantity: 4	UOM: Each		Price: $8,000.00	Total:	$32,000.00
63	Cut-in of Tee, 12x12x12, With 2 Valves (1 on Run, 1 on Stub), Complete with Flanged Sleeve Fittings and Blocking as Needed					
	Quantity: 4	UOM: Each		Price: $10,000.00	Total:	$40,000.00
64	Adjust of Waterline Elevation Complete with Fittings and Concrete Blocking & Reconnect					
	Quantity: 5	UOM: Each		Price: $4,000.00	Total:	$20,000.00
65	Adjust Existing Water Valve to Finished Grade with Valve Pad as					
	Quantity: 20	UOM: Each		Price: $300.00	Total:	$6,000.00
66	Rehabilitation of Meter Vault (4 to 6" Meter) to Current City Standard, to Include all Connections, Valves, and Bypass Metering					
	Quantity: 4	UOM: Each		Price: $2,000.00	Total:	$8,000.00
67	Rehabilitation of Meter Vault (8 to 12" Meter) to Current City Standard, to Include all Connections, Valves, and Bypass Metering					
	Quantity: 2	UOM: Each		Price: $2,000.00	Total:	$4,000.00
68	Remove and Replace Meter Vault with Meter (4 to 6" Meter) per City Standard, to Include all Connections, Valves, and Bypass Metering					
	Quantity: 4	UOM: Each		Price: $7,000.00	Total:	$28,000.00
69	Remove and Replace Meter Vault with Meter (8 to 12" Meter) per City Standard, to Include all Connections, Valves, and Bypass Metering					
	Quantity: 4	UOM: Each		Price: $8,000.00	Total:	$32,000.00

70	Repair/Replace Irrigation System as Needed	Quantity: 10	UOM: Each	Price:	$500.00	Total: $5,000.00
71	Testing and Chlorination of Watermain 0-500LF	Quantity: 3000	UOM: Linear Foot	Price:	$1.00	Total: $3,000.00
72	Testing and Chlorination of Watermain 501 to 1000LF	Quantity: 4000	UOM: Linear Foot	Price:	$1.00	Total: $4,000.00
73	Testing and Chlorination of Watermain 1001 to 1600LF	Quantity: 5000	UOM: Linear Foot	Price:	$1.00	Total: $5,000.00
74	Temporary Plug Wastewater Main for Construction	Quantity: 10	UOM: Each	Price:	$100.00	Total: $1,000.00
75	Bypass Pumping of Wastewater 6" Public Main, Not to Exceed 1000LF	Quantity: 25	UOM: Day	Price:	$1,000.00	Total: $25,000.00
76	Bypass Pumping of Wastewater 8" Public Main, Not to Exceed 1000LF	Quantity: 30	UOM: Day	Price:	$1,000.00	Total: $30,000.00
77	Bypass Pumping of Wastewater 10" Public Main, Not to Exceed 1000LF	Quantity: 20	UOM: Day	Price:	$1,000.00	Total: $20,000.00
78	Bypass Pumping of Wastewater 12" Public Main, Not to Exceed 1000LF	Quantity: 15	UOM: Day	Price:	$1,000.00	Total: $15,000.00
79	Bypass Pumping of Wastewater Public Main Greater Than 12" Main, Not to Exceed 1000LF	Quantity: 20	UOM: Day	Price:	$1,000.00	Total: $20,000.00
80	Wastewater Pipe Bursting from 6" to 8" Trenchless Placement, Reconnect all Services and Address Flow Issues Included. 300LF Max	Quantity: 1500	UOM: Linear Foot	Price:	$150.00	Total: $225,000.00
81	Wastewater Pipe Bursting from 8" to 10" Trenchless Placement, Reconnect all Services and Address Flow Issues Included. 300LF Max	Quantity: 1500	UOM: Linear Foot	Price:	$160.00	Total: $240,000.00
82	Wastewater Pipe Bursting from 10" to 15" Trenchless Placement, Reconnect all Services and Address Flow Issues Included. 300LF Max	Quantity: 1500	UOM: Linear Foot	Price:	$180.00	Total: $270,000.00
83	New 4' Dia. MH - Standard Depth Less than 10 Feet Deep from Finished Grade	Quantity: 5	UOM: Each	Price:	$8,000.00	Total: $40,000.00
84	New 5' Dia. MH - Greater than 10 Feet Deep to 18 Feet	Quantity: 4	UOM: Each	Price:	$20,000.00	Total: $80,000.00

85	New 5' Dia. MH - Greater than 10 Feet Deep to 18 to 25 Feet					
	Quantity: 2	UOM: Each		Price: $30,000.00	Total:	$60,000.00
86	4" PVC SDR-35 Wastewater New Services & Reconnect per City Standard					
	Quantity: 50	UOM: Each		Price: $1,100.00	Total:	$55,000.00
87	4" PVC SDR-35 Extra Length Wastewater New Services & Reconnect per City Standard					
	Quantity: 30	UOM: Each		Price: $1,200.00	Total:	$36,000.00
88	4" PVC SDR-35 Extra Depth Wastewater New Services & Reconnect per City Standard					
	Quantity: 20	UOM: Each		Price: $1,200.00	Total:	$24,000.00
89	8" PVC SDR-35 Wastewater 0 to 296LF By Open Cut with Compaction of Bedding and Backfill					
	Quantity: 1200	UOM: Linear Foot		Price: $120.00	Total:	$144,000.00
90	8" PVC SDR-35 Wastewater 297 to 733LF By Open Cut with Compaction of Bedding and Backfill					
	Quantity: 1400	UOM: Linear Foot		Price: $120.00	Total:	$168,000.00
91	8" PVC SDR-35 Wastewater 734 to 1585LF By Open Cut with Compaction of Bedding and Backfill					
	Quantity: 2000	UOM: Linear Foot		Price: $120.00	Total:	$240,000.00
92	10" PVC SDR-35 0 to 296LF By Open Cut with Compaction of Bedding and Backfill					
	Quantity: 1000	UOM: Linear Foot		Price: $170.00	Total:	$170,000.00
93	10" PVC SDR-35 734 to 1585LF By Open Cut with Compaction of Bedding and Backfill					
	Quantity: 1585	UOM: Linear Foot		Price: $170.00	Total:	$269,450.00
94	12" PVC SDR-35 0 to 381LF By Open Cut with Compaction of Bedding and Backfill					
	Quantity: 1000	UOM: Linear Foot		Price: $210.00	Total:	$210,000.00
95	12" PVC SDR-35 382 to 782LF By Open Cut with Compaction of Bedding and Backfill					
	Quantity: 1200	UOM: Linear Foot		Price: $210.00	Total:	$252,000.00
96	12" PVC SDR-35 783 to 1585LF By Open Cut with Compaction of Bedding and Backfill					
	Quantity: 1585	UOM: Linear Foot		Price: $210.00	Total:	$332,850.00
97	Extra Depth Trench for Wastewater Main By Open Cut when Greater than 10 Feet Deep					
	Quantity: 250	UOM: Linear Foot		Price: $550.00	Total:	$137,500.00
98	Standard Clean-out Stack per City Standard Detail with Fittings and Box (Non-Paved Area)					
	Quantity: 50	UOM: Each		Price: $209.00	Total:	$10,450.00
99	Extra-Depth Clean-Out Stack per City Standard Detail with Fittings and Box (Non-Paved Area)					
	Quantity: 20	UOM: Each		Price: $380.00	Total:	$7,600.00
100	Standard Clean-out Stack per City Standard Detail with Fittings, Boot and Cover (Paved Area)					
	Quantity: 10	UOM: Each		Price: $400.00	Total:	$4,000.00

101	Extra-Depth Clean-out Stack per City Standard Detail with Fittings, Boot and Cover (Paved Area)					
	Quantity: 5	UOM: Each		Price: $300.00	Total:	$1,500.00
102	Concrete Encasement for Utility					
	Quantity: 250	UOM: Linear Foot		Price: $360.00	Total:	$90,000.00
103	Sawcut for Utility Trench 0 to 500LF					
	Quantity: 2500	UOM: Linear Foot		Price: $50.00	Total:	$125,000.00
104	Removal and Disposal of Concrete Rubble and Spoils					
	Quantity: 5	UOM: Linear Foot		Price: $250.00	Total:	$1,250.00
105	Flowable Fill Trench Repair for Temporary Drive Surface without Steel					
	Quantity: 100	UOM: Linear Foot		Price: $360.00	Total:	$36,000.00
106	Concrete Paving Repairs for Public Street Paving with Reinforcement and Finish Per City Standard, 4,500PSI Concrete - Patch Less Than 1 Panel					
	Quantity: 120	UOM: Square Yard		Price: $240.00	Total:	$28,800.00
107	Concrete Paving Repairs for Public Street Paving with Reinforcement and Finish Per City Standard, 4,500PSI Concrete - Panel Replacement (Up to 5 Panels)					
	Quantity: 25	UOM: Each		Price: $380.00	Total:	$9,500.00
108	Concrete paving Repairs for Private Parking Lot/Drive with Reinforcement and Finish Per Standard or Equal to Existing, 4,500PSI Concrete - Panel Replacement (Up To 5 Panels)					
	Quantity: 20	UOM: Each		Price: $425.00	Total:	$8,500.00
109	Concrete Drive for SFR Remove and Replace, with Reinforcement and Finish Per Standard or Equal to Existing, 4,500PSI Concrete					
	Quantity: 60	UOM: Each		Price: $425.00	Total:	$25,500.00
110	Remove and Replace Existing Reinforced Concrete Sidewalk, Sawcut and Remove, Replace as Pre-construction Condition, 0 to 4SY					
	Quantity: 20	UOM: Square Yard		Price: $290.00	Total:	$5,800.00
111	Remove and Replace Existing Reinforced Concrete Sidewalk, Sawcut and Remove, Replace as Pre-construction Condition, 11 to 20SY					
	Quantity: 60	UOM: Square Yard		Price: $290.00	Total:	$17,400.00
112	Remove and Replace Existing Reinforced Concrete Sidewalk, Sawcut and Remove, Replace as Pre-construction Condition, 21 to 40SY					
	Quantity: 75	UOM: Square Yard		Price: $290.00	Total:	$21,750.00
113	Asphalt Paving Repairs for Public Street Paving, Finish Per City Standard					
	Quantity: 15	UOM: Ton		Price: $3,400.00	Total:	$51,000.00

114	Asphalt Paving Repairs for Private Paving, Finish Per City Standard or Equal to Pre-construction Condition					
	Quantity: 10	UOM: Ton		Price: $3,400.00	Total:	$34,000.00
115	Remove and Replace Concrete Curb and Gutter for Asphalt Roadway per City Standard Detail					
	Quantity: 500	UOM: Square Yard		Price: $300.00	Total:	$150,000.00
116	Block Sod, Fertilize, Maintain, and Water Disturbed Area 10 to 100SY					
	Quantity: 500	UOM: Square Yard		Price: $48.00	Total:	$24,000.00
117	Block Sod, Fertilize, Maintain, and Water Disturbed Area 101 to 500SY					
	Quantity: 700	UOM: Square Yard		Price: $48.00	Total:	$33,600.00
118	Block Sod, Fertilize, Maintain, and Water Disturbed Area 501 to 900SY					
	Quantity: 900	UOM: Square Yard		Price: $48.00	Total:	$43,200.00
119	Top Soil 10 to 100SY					
	Quantity: 500	UOM: Square Yard		Price: $42.00	Total:	$21,000.00
120	Top Soil 101 to 500SY					
	Quantity: 700	UOM: Square Yard		Price: $42.00	Total:	$29,400.00
121	Top Soil 501 to 900SY					
	Quantity: 900	UOM: Square Yard		Price: $42.00	Total:	$37,800.00
122	12" Minimum Grouted Rock Rip-Rap Slope Protection					
	Quantity: 150	UOM: Cubic Yard		Price: $350.00	Total:	$52,500.00
123	Hydro Mulch and Seed Area of Disturbance and Water as Needed (Where block sod not used)					
	Quantity: 1200	UOM: Square Yard		Price: $30.00	Total:	$36,000.00
124	3/4-1" Emergency Water Service Line Replacement 0-10 feet deep short side					
	Quantity: 20	UOM: Each		Price: $1,200.00	Total:	$24,000.00
	Item Notes: ALL EMERGENCY REPAIRS SHALL HAVE A RESPONSE TIME OF NO MORE THAN 2 HOURS TO HAVE A COMPLETE REPAIR CREW ONSITE FROM THE INITIAL CALL FOR SERVICES					
125	2" Emergency Water Main Repair 0-10 Feet Deep					
	Quantity: 10	UOM: Each		Price: $1,300.00	Total:	$13,000.00
	Item Notes: ALL EMERGENCY REPAIRS SHALL HAVE A RESPONSE TIME OF NO MORE THAN 2 HOURS TO HAVE A COMPLETE REPAIR CREW ONSITE FROM THE INITIAL CALL FOR SERVICES					
126	4" Emergency Water Main Repair 0-10 Feet Deep					
	Quantity: 10	UOM: Each		Price: $1,500.00	Total:	$15,000.00
	Item Notes: ALL EMERGENCY REPAIRS SHALL HAVE A RESPONSE TIME OF NO MORE THAN 2 HOURS TO HAVE A COMPLETE REPAIR CREW ONSITE FROM THE INITIAL CALL FOR SERVICES					

127 6" Emergency Water Main Repair 0-10 Feet Deep

Quantity: 10 UOM: Each Price: $1,600.00 Total: $16,000.00

Item Notes: ALL EMERGENCY REPAIRS SHALL HAVE A RESPONSE TIME OF NO MORE THAN 2 HOURS TO HAVE A COMPLETE REPAIR CREW ONSITE FROM THE INITIAL CALL FOR SERVICES

128 8" Emergency Water Main Repair 0-10 Feet Deep

Quantity: 10 UOM: Each Price: $1,700.00 Total: $17,000.00

Item Notes: ALL EMERGENCY REPAIRS SHALL HAVE A RESPONSE TIME OF NO MORE THAN 2 HOURS TO HAVE A COMPLETE REPAIR CREW ONSITE FROM THE INITIAL CALL FOR SERVICES

129 12" Emergency Water Main Repair 0-10 Feet Deep

Quantity: 10 UOM: Each Price: $1,900.00 Total: $19,000.00

Item Notes: ALL EMERGENCY REPAIRS SHALL HAVE A RESPONSE TIME OF NO MORE THAN 2 HOURS TO HAVE A COMPLETE REPAIR CREW ONSITE FROM THE INITIAL CALL FOR SERVICES

130 16" Emergency Water Main Repair 0-10 Feet Deep

Quantity: 10 UOM: Each Price: $2,200.00 Total: $22,000.00

Item Notes: ALL EMERGENCY REPAIRS SHALL HAVE A RESPONSE TIME OF NO MORE THAN 2 HOURS TO HAVE A COMPLETE REPAIR CREW ONSITE FROM THE INITIAL CALL FOR SERVICES

131 2" Emergency Water Main Repair 10-15 Feet Deep

Quantity: 10 UOM: Each Price: $1,100.00 Total: $11,000.00

Item Notes: ALL EMERGENCY REPAIRS SHALL HAVE A RESPONSE TIME OF NO MORE THAN 2 HOURS TO HAVE A COMPLETE REPAIR CREW ONSITE FROM THE INITIAL CALL FOR SERVICES

132 4" Emergency Water Main Repair 10-15 Feet Deep

Quantity: 10 UOM: Each Price: $1,475.00 Total: $14,750.00

Item Notes: ALL EMERGENCY REPAIRS SHALL HAVE A RESPONSE TIME OF NO MORE THAN 2 HOURS TO HAVE A COMPLETE REPAIR CREW ONSITE FROM THE INITIAL CALL FOR SERVICES

133 6" Emergency Water Main Repair 10-15 Feet Deep

Quantity: 10 UOM: Each Price: $1,500.00 Total: $15,000.00

Item Notes: ALL EMERGENCY REPAIRS SHALL HAVE A RESPONSE TIME OF NO MORE THAN 2 HOURS TO HAVE A COMPLETE REPAIR CREW ONSITE FROM THE INITIAL CALL FOR SERVICES

134 8" Emergency Water Main Repair 10-15 Feet Deep

Quantity: 10 UOM: Each Price: $1,700.00 Total: $17,000.00

Item Notes: ALL EMERGENCY REPAIRS SHALL HAVE A RESPONSE TIME OF NO MORE THAN 2 HOURS TO HAVE A COMPLETE REPAIR CREW ONSITE FROM THE INITIAL CALL FOR SERVICES

135 12" Emergency Water Main Repair 10-15 Feet Deep

Quantity: 10 UOM: Each Price: $1,850.00 Total: $18,500.00

Item Notes: ALL EMERGENCY REPAIRS SHALL HAVE A RESPONSE TIME OF NO MORE THAN 2 HOURS TO HAVE A COMPLETE REPAIR CREW ONSITE FROM THE INITIAL CALL FOR SERVICES

136 16" Emergency Water Main Repair 10-15 Feet Deep

Quantity: 10 UOM: Each Price: $2,200.00 Total: $22,000.00

Item Notes: ALL EMERGENCY REPAIRS SHALL HAVE A RESPONSE TIME OF NO MORE THAN 2 HOURS TO HAVE A COMPLETE REPAIR CREW ONSITE FROM THE INITIAL CALL FOR SERVICES

137 3/4" Emergency Water Service Line Replacement 0-10 Feet Deep 0-35 lf

Quantity: 10 UOM: Each Price: $900.00 Total: $9,000.00

Item Notes: ALL EMERGENCY REPAIRS SHALL HAVE A RESPONSE TIME OF NO MORE THAN 2 HOURS TO HAVE A COMPLETE REPAIR CREW ONSITE FROM THE INITIAL CALL FOR SERVICES

138 1" Emergency Water Service Line Replacement 0-10 Feet Deep 0-35 lf

Quantity: 10 UOM: Each Price: $1,100.00 Total: $11,000.00

Item Notes: ALL EMERGENCY REPAIRS SHALL HAVE A RESPONSE TIME OF NO MORE THAN 2 HOURS TO HAVE A COMPLETE REPAIR CREW ONSITE FROM THE INITIAL CALL FOR SERVICES

139 1 1/2" Emergency Water Service Line Replacement 0-10 Feet Deep 0-35 lf

Quantity: 10 UOM: Each Price: $900.00 Total: $9,000.00

Item Notes: ALL EMERGENCY REPAIRS SHALL HAVE A RESPONSE TIME OF NO MORE THAN 2 HOURS TO HAVE A COMPLETE REPAIR CREW ONSITE FROM THE INITIAL CALL FOR SERVICES

140 2" Emergency Water Line Service Repair 0-10 Feet Deep

Quantity: 10 UOM: Each Price: $1,200.00 Total: $12,000.00

Item Notes: ALL EMERGENCY REPAIRS SHALL HAVE A RESPONSE TIME OF NO MORE THAN 2 HOURS TO HAVE A COMPLETE REPAIR CREW ONSITE FROM THE INITIAL CALL FOR SERVICES

141 2 1/2" Emergency Water Line Service Repair 0-10 Feet Deep

Quantity: 10 UOM: Each Price: $1,200.00 Total: $12,000.00

Item Notes: ALL EMERGENCY REPAIRS SHALL HAVE A RESPONSE TIME OF NO MORE THAN 2 HOURS TO HAVE A COMPLETE REPAIR CREW ONSITE FROM THE INITIAL CALL FOR SERVICES

142 4" Emergency Sewer Service Line Repair 0-10 Feet Deep

Quantity: 10 UOM: Each Price: $1,500.00 Total: $15,000.00

Item Notes: ALL EMERGENCY REPAIRS SHALL HAVE A RESPONSE TIME OF NO MORE THAN 2 HOURS TO HAVE A COMPLETE REPAIR CREW ONSITE FROM THE INITIAL CALL FOR SERVICES

143 4" Emergency Sewer Service Line Repair 10-15 Feet Deep

Quantity: 10 UOM: Each Price: $1,600.00 Total: $16,000.00

Item Notes: ALL EMERGENCY REPAIRS SHALL HAVE A RESPONSE TIME OF NO MORE THAN 2 HOURS TO HAVE A COMPLETE REPAIR CREW ONSITE FROM THE INITIAL CALL FOR SERVICES

144 4" Emergency Sewer Service Line Repair 15+ Feet Deep

Quantity: 10 UOM: Each Price: $2,000.00 Total: $20,000.00

Item Notes: ALL EMERGENCY REPAIRS SHALL HAVE A RESPONSE TIME OF NO MORE THAN 2 HOURS TO HAVE A COMPLETE REPAIR CREW ONSITE FROM THE INITIAL CALL FOR SERVICES

145 6" Emergency Sewer Main Repair 0-10 Feet Deep

Quantity: 10 UOM: Each Price: $1,500.00 Total: $15,000.00

Item Notes: ALL EMERGENCY REPAIRS SHALL HAVE A RESPONSE TIME OF NO MORE THAN 2 HOURS TO HAVE A COMPLETE REPAIR CREW ONSITE FROM THE INITIAL CALL FOR SERVICES

146 6" Emergency Sewer Main Repair 10-15 Feet Deep

Quantity: 10 UOM: Each Price: $1,600.00 Total: $16,000.00

Item Notes: ALL EMERGENCY REPAIRS SHALL HAVE A RESPONSE TIME OF NO MORE THAN 2 HOURS TO HAVE A COMPLETE REPAIR CREW ONSITE FROM THE INITIAL CALL FOR SERVICES

147 6" Emergency Sewer Main Repair 15+ Feet Deep

Quantity: 10 UOM: Each Price: $1,700.00 Total: $17,000.00

Item Notes: ALL EMERGENCY REPAIRS SHALL HAVE A RESPONSE TIME OF NO MORE THAN 2 HOURS TO HAVE A COMPLETE REPAIR CREW ONSITE FROM THE INITIAL CALL FOR SERVICES

148 8" Emergency Sewer Main Repair 0-10 Feet Deep

Quantity: 10 UOM: Each Price: $1,700.00 Total: $17,000.00

Item Notes: ALL EMERGENCY REPAIRS SHALL HAVE A RESPONSE TIME OF NO MORE THAN 2 HOURS TO HAVE A COMPLETE REPAIR CREW ONSITE FROM THE INITIAL CALL FOR SERVICES

149 8" Emergency Sewer Main Repair 10-15 Feet Deep

Quantity: 10 UOM: Each Price: $1,700.00 Total: $17,000.00

Item Notes: ALL EMERGENCY REPAIRS SHALL HAVE A RESPONSE TIME OF NO MORE THAN 2 HOURS TO HAVE A COMPLETE REPAIR CREW ONSITE FROM THE INITIAL CALL FOR SERVICES

150 8" Emergency Sewer Main Repair 15+ Feet Deep

Quantity: 10 UOM: Each Price: $1,700.00 Total: $17,000.00

Item Notes: ALL EMERGENCY REPAIRS SHALL HAVE A RESPONSE TIME OF NO MORE THAN 2 HOURS TO HAVE A COMPLETE REPAIR CREW ONSITE FROM THE INITIAL CALL FOR SERVICES

151 10" Emergency Sewer Main Repair 0-10 Feet Deep

Quantity: 5 UOM: Each Price: $1,700.00 Total: $8,500.00

Item Notes: ALL EMERGENCY REPAIRS SHALL HAVE A RESPONSE TIME OF NO MORE THAN 2 HOURS TO HAVE A COMPLETE REPAIR CREW ONSITE FROM THE INITIAL CALL FOR SERVICES

152 10" Emergency Sewer Main Repair 10-15 Feet Deep

Quantity: 5 UOM: Each Price: $1,800.00 Total: $9,000.00

Item Notes: ALL EMERGENCY REPAIRS SHALL HAVE A RESPONSE TIME OF NO MORE THAN 2 HOURS TO HAVE A COMPLETE REPAIR CREW ONSITE FROM THE INITIAL CALL FOR SERVICES

153 12" Emergency Sewer Main Repair 0-10 Feet Deep

Quantity: 5 UOM: Each Price: $1,800.00 Total: $9,000.00

Item Notes: ALL EMERGENCY REPAIRS SHALL HAVE A RESPONSE TIME OF NO MORE THAN 2 HOURS TO HAVE A COMPLETE REPAIR CREW ONSITE FROM THE INITIAL CALL FOR SERVICES

154 12" Emergency Sewer Main Repair 10-15 Feet Deep

Quantity: 5 UOM: Each Price: $1,900.00 Total: $9,500.00

Item Notes: ALL EMERGENCY REPAIRS SHALL HAVE A RESPONSE TIME OF NO MORE THAN 2 HOURS TO HAVE A COMPLETE REPAIR CREW ONSITE FROM THE INITIAL CALL FOR SERVICES

155 12" Emergency Sewer Main Repair 15+ Feet Deep

Quantity: 5 UOM: Each Price: $1,900.00 Total: $9,500.00

Item Notes: ALL EMERGENCY REPAIRS SHALL HAVE A RESPONSE TIME OF NO MORE THAN 2 HOURS TO HAVE A COMPLETE REPAIR CREW ONSITE FROM THE INITIAL CALL FOR SERVICES

156	15" Emergency Sewer Main Repair 0-10 Feet Deep					
	Quantity: 5	UOM: Each		Price: $2,000.00	Total:	$10,000.00
	Item Notes: ALL EMERGENCY REPAIRS SHALL HAVE A RESPONSE TIME OF NO MORE THAN 2 HOURS TO HAVE A COMPLETE REPAIR CREW ONSITE FROM THE INITIAL CALL FOR SERVICES					
157	15" Emergency Sewer Main Repair 10-15 Feet Deep					
	Quantity: 5	UOM: Each		Price: $2,000.00	Total:	$10,000.00
	Item Notes: ALL EMERGENCY REPAIRS SHALL HAVE A RESPONSE TIME OF NO MORE THAN 2 HOURS TO HAVE A COMPLETE REPAIR CREW ONSITE FROM THE INITIAL CALL FOR SERVICES					
158	15" Emergency Sewer Main Repair 15+ Feet Deep					
	Quantity: 5	UOM: Each		Price: $2,100.00	Total:	$10,500.00
	Item Notes: ALL EMERGENCY REPAIRS SHALL HAVE A RESPONSE TIME OF NO MORE THAN 2 HOURS TO HAVE A COMPLETE REPAIR CREW ONSITE FROM THE INITIAL CALL FOR SERVICES					
159	24" Emergency Sewer Main Repair 0-10 Feet Deep					
	Quantity: 5	UOM: Each		Price: $3,000.00	Total:	$15,000.00
	Item Notes: ALL EMERGENCY REPAIRS SHALL HAVE A RESPONSE TIME OF NO MORE THAN 2 HOURS TO HAVE A COMPLETE REPAIR CREW ONSITE FROM THE INITIAL CALL FOR SERVICES					
160	24" Emergency Sewer Main Repair 10-15 Feet Deep					
	Quantity: 5	UOM: Each		Price: $3,000.00	Total:	$15,000.00
	Item Notes: ALL EMERGENCY REPAIRS SHALL HAVE A RESPONSE TIME OF NO MORE THAN 2 HOURS TO HAVE A COMPLETE REPAIR CREW ONSITE FROM THE INITIAL CALL FOR SERVICES					
161	24" Emergency Sewer Main Repair 15+ Feet Deep					
	Quantity: 5	UOM: Each		Price: $4,000.00	Total:	$20,000.00
	Item Notes: ALL EMERGENCY REPAIRS SHALL HAVE A RESPONSE TIME OF NO MORE THAN 2 HOURS TO HAVE A COMPLETE REPAIR CREW ONSITE FROM THE INITIAL CALL FOR SERVICES					

Response Total: $6,997,326.00

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:
(Name, legal status and address)

Atkins Brothers Equipment Company, Inc.
3516 Old Fort Worth Road
Midlothian, TX 76065

SURETY:
(Name, legal status and principal place of business)

Liberty Mutual Insurance Company
175 Berkeley Street
Boston, MA 02116

Mailing Address for Notices
Liberty Mutual Insurance Company
175 Berkeley Street
Boston, MA 02116

OWNER:
(Name, legal status and address)

City of Lancaster
211 N. Henry
Lancaster, TX 75146

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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

BOND AMOUNT: **Five Percent of the Greatest Amount Bid** **(5% G.A.B.)**

PROJECT:
(Name, location or address, and Project number, if any)

2022-07; Water & Wastewater Repair & Replacement

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this **22nd** day of **April** **2022**

(Witness)

Atkins Brothers Equipment Company, Inc.
(Principal) *(Seal)*

By: _____
(Title)

(Witness) **Gicelly Silva**

Liberty Mutual Insurance Company
(Surety) *(Seal)*

By: _____
(Title) **Brent Baldwin,** Attorney-in-Fact

Liberty Mutual
SURETY

Figure: 28 TAC § 1.601(a)(2)(B)

Have a complaint or need help?

If you have a problem with a claim or your premium, call your insurance company or HMO first. If you can't work out the issue, the Texas Department of Insurance may be able to help.

Even if you file a complaint with the Texas Department of Insurance, you should also file a complaint or appeal through your insurance company or HMO. If you don't, you may lose your right to appeal.

Liberty Mutual Insurance Company

To get information or file a complaint with your insurance company or HMO:

Call: Liberty Mutual Surety Claims **at** 206-473-6210
Online: www.LibertyMutualSuretyClaims.com
Email: HOSCL@libertymutual.com
Mail: P.O. Box 34526 Seattle, WA 98124

The Texas Department of Insurance

To get help with an insurance question or file a complaint with the state:

Call with a question: 1-800-252-3439
File a complaint: www.tdi.texas.gov
Email: ConsumerProtection@tdi.texas.gov
Mail: MC 111-1A, P.O. Box 149091, Austin, TX 78714-9091

¿Tiene una queja o necesita ayuda?

Si tiene, un problema con una reclamación o con su prima de seguro, llame primero a su compañía de seguros o HMO. Si no puede resolver el problema, es posible que el Departamento de Seguros de Texas (Texas Department of Insurance, por su nombre en inglés) pueda ayudar.

Aun si usted presenta una queja ante el Deparamento de Seguros de Texas, también debe presentar una queja a través del proceso de quejas o de apelaciones de su compañía de seguros o HMO. Si no lo hace, podría perder su derecho para apelar.

Liberty Mutual Insurance Company

Para obtener información o para presentar una queja ante su compañía de seguros o HMO:

Llame a: Liberty Mutual Surety Claims **al** 206-473-6210

En línea: www.LibertyMutualSuretyClaims.com

Correo electrónico: HOSCL@libertymutual.com

Dirección postal: P.O. Box 34526 Seattle, WA 98124

El Departamento de Seguros de Texas

Para obtener ayuda con una pregunta relacionada con los seguros o para presentar una queja ante el estado:

Llame con sus preguntas al: 1-800-252-3439

Presente una queja en: www.tdi.texas.gov

Correo electrónico: ConsumerProtection@tdi.texas.gov

Dirección postal: MC 111-1A, P.O. Box 149091, Austin, TX 78714-9091

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8207102 - 022006**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Blaine Allen; Brady K. Cox; Brent Baldwin; Brock Baldwin; Chandler Nazzal; Cynthia Alford; John A. Aboumrad; Michael B. Hill; Russ Frenzel; William D. Baldwin

all of the city of Dallas state of TX each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 7th day of January, 2022.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: _____
David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 7th day of January, 2022 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.

Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 22nd day of April, 2022.

By: _____
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

STATE OF TEXAS – FORM CIQ
CONFLICT OF INTEREST QUESTIONNAIRE
For A Vendor or Other Person Doing Business with the City of Lancaster

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose on this form the vendor name, person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, the questionnaire must be filed with the Purchasing Agent of the City of Lancaster not later than the 7th business day after the date the person becomes aware of the facts that require the statement to be filed.

Please return the completed form to City of Lancaster, Attn: Purchasing, PO Box 940, Lancaster, TX 75146.

See Section 176.006 of the Local Government Code for further details. Note: A person commits an offense (Class C misdemeanor) if the person violates Section 176.006.

A City of Lancaster employee or officer is defined as a member of the Lancaster City Council, Lancaster Economic Development Corporation Board of Directors, Lancaster Recreational Development Corporation Board of Directors, Housing-Finance Corporation Board of Directors, and any employee of the City that makes purchasing decisions or recommendations regarding the use of funds of the City or said corporations.

1. Please provide the following information:

ATKINS BROS. EQUIP. CO., INC.

Company Name:		Contact	Shelly Atkins P.O. Box 990
Address		Phone	972/775-3516 Old Ft. Worth Rd.
Check this box if you are filing an update to a previously filed questionnaire.			7955 Midlothian, TX 76065

2. Name of each employee, official, or contractor of the City of Lancaster who makes purchasing decisions or recommendations regarding the use of funds of the City or corporations listed above and describe the business relationship with your firm.

Name	Affiliation or Business Relationship
ATKINS BROS Does not have any affiliation with City of Lancaster employees.	

Complete Item 3 if you have listed someone in Item 2. This section must be completed for each officer with whom the vendor/business (filer) has an affiliation or other relationship. Attach additional pages, if necessary.

3. Name of City of Lancaster officer with whom the vendor/business has affiliation or business relationship.

N/A

A	Is the City of Lancaster employee or officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire?	YES	NO
B	Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the City of Lancaster officer named in this section and the taxable income is not from the City of Lancaster?	YES	NO
C	Is the filer of this questionnaire affiliated with a corporation or other business entity that the City of Lancaster employee or officer serves as an officer or director, or hold an ownership of 10 percent or more?	YES	NO
D	Describe each affiliation or business relationship. N/A		

4. Signature

Signature of person doing business with the City of Lancaster (filer)

4/14/22
Date

REFERENCE PAGE

Please See Attached

Please list at least five (5) references for which you have performed the same or similar services over the last two years. Please include all information requested below.

1

Company Name | Contact Person

Street Address | City | State | Zip

Telephone | Fax | Email

Products or Services Purchased by the above Reference

2

Company Name | Contact Person

Street Address | City | State | Zip

Telephone | Fax | Email

Products or Services Purchased by the above Reference

3

Company Name | Contact Person

Street Address | City | State | Zip

Telephone | Fax | Email

Products or Services Purchased by the above Reference

4

Company Name | Contact Person

Street Address | City | State | Zip

Telephone | Fax | Email

Products or Services Purchased by the above Reference

5

Company Name | Contact Person

Street Address | City | State | Zip

Telephone | Fax | Email

Products or Services Purchased by the above Reference

Government Agencies That Your Firm Has Done Business With:

Atkins Bros Equipment Co., Inc.
3516 Old Fort Worth Rd/P.O. Box 990
Midlothian, TX 76065
(P) 972-775-7955 satkins@ectisp.net

City of Saginaw – Fairmont 15" Sewer
$2,000,000.00
Project Manager: Kimley Horn/Andrew Simonsen
Andrew.simonsen@kimley-horn.com
817-339-2248

City of Midlothian
Northridge Water Line Reconstruction Project
17,000' Water
$1,700,000.00
Project Manager: Adam Mergener
Adam.mergener@midlothian.tx.us

City of Van Alstyne
2020 Dallas Street Water & Wastewater Relocation
$429,046
Project Manager: McManus & Johnson – Bob Johnson
rjohnson@mcmanusjohnson.com
214-538-1005

City of Van Alstyne
Clements Ave. Water & Wastewater Improvement
$286,883
Project Manager: McManus & Johnson – Bob Johnson
rjohnson@mcmanusjohnson.com
214-538-1005

City of Rowlett
60" Sewer Downstream of Rowlett Creek Siphon
$1,098,216
Project Manager: Bruce Grantham – City of Rowlett
972-864-2333 ext. 105

City of Ector
Water System Improvements Cardinal & Birch Streets
$230,800
Project Manager: Michael DuVal – Cobb & Fendley
mduval@cobbfendley.com

City of Howe – HISD Water Line
$535,475
Project Manager: Nolan Harvey – City of Howe
469-907-5509

Principal/Construction Experience
Mike Atkins – CEO/Pres. Atkins Bros. Equip. Comp.,Inc.
1983-Present
B.A. Criminal Justice – Washburn University
Topeka, KS 1982
Atkins Bros. Equip. Comp.,Inc.-Incorporated
Abilene, TX 1964

Bonding:
Baldwin-Cox Agency
5930 Preston View Blvd, Suite 200
Dallas, TX 75240
Brent Baldwin 972-644-2688
www.baldwinagency.com

Atkins Bros. Equip. Comp., Inc.
P.O. Box 990
Midlothian, TX 76065

Project Name	Owner's Contact Person	Design Engineer	Contract Date	Type of Work	Status	Cost of Work
City of Bedford - Forest Ridge Drive 12" Water Line	**Name:** Cheryl Taylor **Address:** 1805 L. Don Dodson Dr. Bedford, TX 76021 **Telephone:** 817-952-2256	**Name: Company:** Halff & Associates **Telephone:** 817-847-1422	10/2021	Install water line and sewer line	Open	$993,000
City of Justin SWIFT Water Improvement Ph. 2	**Name:** Michael Barnes **Address:** 415 N. College St. Justin, TX 76247 **Telephone:** 940-648-2541	**Name:** Jonathon Ireton **Company:** Pacheco Koch **Telephone:** 817-412-7155	10/2021	Water main improvement	Open	$2,000,000
City of Royse City 2020-122 FM 2642 Utility Relocation	**Name:** Dario Lopez **Address:** 305 N. Arch St. Royse City, TX 75189 **Telephone:** 972-524-4843	**Name:** Matt Hickey **Company:** Birkhoff, Hendricks & Carter **Telephone:** 972-524-4843	9/2021	Utility relocation	Open	$246,057
City of Venus FM 157 Water Line Improvement	**Name:** Craig Kerkhoff **Address:** 11910 Greenville Ave. #600 Dallas, TX 75243 **Telephone:** 214-361-7900	**Name:** Craig Kerkhoff **Company:** Birkhoff, Hendricks & Carter **Telephone:** 214-361-7900	8/2021	Water line Improvement	Open	$257,314
City of Everman Water Line Improvements for Coury Road & Kelley Drive	**Name:** Greg Saunders **Address:** 1509B S University #276 Fort Worth, TX 76107 **Telephone:** 817-850-7941	**Name:** Susan Kendall **Company:** Teague, Nall, & Perkins Inc. **Telephone:** 817-336-5773	7/2021	Water line Improvement	Closed	$171,900

Principal/ Construction Experience

Mike Atkins – CEO/President
Atkins Bros. Equip. Comp., Inc.
1983-Present

B.A. Criminal Justice – Washburn University
Topeka, KS 1982
Atkins Bros. Equip. Comp., Inc. –
Incorporated Abilene, TX 1964

Bonding:
Baldwin-Cox Agency
5930 Preston View Blvd. #200
Dallas, TX 75240
Brent Baldwin: 972-644-2688
www.baldwinagency.com

QUALIFICATION STATEMENT OF BIDDER
REFERENCE STATEMENT OF BIDDER'S SURETY

Bidder: Atkins Bros. Equipment Co. Inc

Address: 3516 Old Fort Worth Road, Midlothian , TX 76065

1. For this Bidder, how many contracts **that are now complete** has this surety furnished contract bonds? 50+

2. For this Bidder, how many **incomplete contracts** has this surety furnished contract bonds? 8

3. What is the maximum bonding capacity of this Bidder? $ $40,000,000

4. Does the current financial information on this Bidder indicate solvency and a financial ability to complete this contract? Yes

5. Does the information available to this surety indicate that the contractor pays accounts when due? Yes If not, give details:

REMARKS:

Very good and financially strong contractor with a great reputation.

Surety: Liberty Mutual

Signed: Brent Baldwin

Title: Attorney-In-Fact

Address: 5930 Preston View Blvd

Dallas, TX 75240

Phone: 972-331-3705

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/25/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER AssuredPartners of Texas, Baldwin Cox Allen 5930 Preston View Blvd Ste 200 Dallas TX 75240-4782	CONTACT NAME: Bridget Harvey PHONE (A/C, No, Ext): (972) 644-2688 FAX (A/C, No): (972) 644-8035 E-MAIL ADDRESS: bridget@baldwinagency.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Valley Forge Insurance Company	20508
	INSURER B: The Continental Insurance Company	35289
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	
INSURED Atkins Construction Co., Inc.; Atkins Brothers Equipment Co., Inc. P.O. Box 990 Midlothian TX 76065		

COVERAGES **CERTIFICATE NUMBER:** CL2152518521 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:			6075939886	05/30/2021	05/30/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Pollution	$ 1,000,000 $ 100,000 $ 15,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 1,000,000
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			6075939855	05/30/2021	05/30/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
B	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000			6075939872	05/30/2021	05/30/2022	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		6075939869	05/30/2021	05/30/2022	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
A	Contractors Equipment			6075939886	05/30/2021	05/30/2022	Leased/Rented Equip	$450,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

BIDDING PURPOSES ONLY

The General Liability & Business Auto includes a Blanket automatic Additional Insured endorsement that provides additional insured status to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status. The General Liability, Business Auto & Workers Compensation includes a blanket Waiver of Subrogation to the certificate holder only where there is a written contract between the named insured and the certificate holder that requires such status. The General Liability policy contains a special endorsement with "Primary & Noncontributory" wording. Umbrella Liability is follow form.

CERTIFICATE HOLDER

BIDDING PURPOSES ONLY
BIDDING PURPOSES ONLY

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

William D Baldwin

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The ACORD name and logo are registered marks of ACORD

Item	Year	Unit #	Description
1	2006	611	John Deere 80 C Excavator
2	2006	612	John Deere 444J Load
3	2006	614	JD Wheel Loader 544J
4	2007	615	Holt CAT 314C LCR X
5	2008	619	930H CAT Wheel Loader
6	2008	620	924H CAT Wheel Loader
7	2008	621	924 H CAT Wheel Loader
8	2006	623	Caterpillar 307C
9	2006	624	Caterpillar 307C
10	2008	625	John Deere 410J
11	2008	626	John Deere 410J
12	2008	627	John Deere 410J
13	2008	628	John Deere 410J
14	2008	629	John Deere 410J
15	2008	630	John Deere 410J
16	2008	631	John Deere 410J
17	2009	633	Caterpillar 308D
18	2009	634	JD 524K
19	2009	635	JD 524K
20	2013	637	Caterpillar 336EL
21	2016	638	Kamatsu PC360

Atkins Bros.
P.O. BOX 990
Midlothian, TX 76065-0990

STATEMENT OF QUALIFICATIONS

Candidates must complete each of the following items in order to be considered.

Company Name	

BINDING OFFICIAL

MIKE ATKINS

Name: ATKINS BROS. EQUIP. CO., INC.

Street Address: P.O. Box 990

City: 3516 Old Ft. Worth Rd.

State: Midlothian, TX 76065

Zip:

Telephone: 972/775-7955

Email: satkins@ectisp.net

Products or Services Purchased by the above Reference:

PRIMARY CONTACT

Name: Shelly Atkins

ATKINS BROS. EQUIP. CO., INC.

Street Address: P.O. Box 990

City: 3516 Old Ft. Worth Rd.

State: Midlothian, TX 76065

Zip:

Telephone: 972/775-7955

Email: satkins@ectisp.net

Products or Services Purchased by the above Reference:

EMERGENCY CONTACT

Ricky Hooper 214/794-8084
Main Emergency Phone

FOREMAN - TBD upon award will provide
Alternate Emergency Phone

What are your normal business hours?	8-5
What are your normal observed holiday's?	We go by City holidays
Number of years in this type of service?	50+
Has your business operated under any other names?	NO
If yes, what names?	
Number of employees on the job each week?	Approx 8-10
Do you currently hold any municipal contracts?	yes
If yes, please provide information.	attached
Do you have cooperative contracts?	
If yes, please list agency and contract #.	
What is the normal response time?	2 HRS
Do employees where uniforms? If yes, describe.	NO

→

KEY PERSONNEL: (Employees that will be involved in this contract)

Name	Position	List each person's involvement in this project.
RICKY HOOPER	SUPERINTENDENT	
License # and Type Held:		
Experience: 20 years with Atkins Bros		

Name	Position	List each person's involvement in this project.
FOREMAN - TBD	dependent on award date and	
License # and Type Held:	Crew	
Experience:		
All Foreman have been with Atkins Bros 15 - 20 years on average		

Name	Position	List each person's involvement in this project.
Jenifer Fitzell	Admin	Communication/ Billing
License # and Type Held:		
Experience: 22 years with Company		

Name	Position	List each person's involvement in this project.
Mandy Atkins	Safety Officer	
License # and Type Held:		
Experience: OSHA Cert		

Name	Position	List each person's involvement in this project.
License # and Type Held:		
Experience:		

Name	Position	List each person's involvement in this project.
License # and Type Held:		
Experience:		

Have you ever worked for the City of Lancaster on any project?	Yes	No
If yes, provide name of project and scope. 2021-32 Water Main Replacements		
Are you involved in any current or ongoing litigation, which may cause conflicts or affect your ability to provide the services?	Yes	No
If yes, provide details.		
What is your master license number?	N/A	
In what name is your master license issued?	N/A	

SUSPENSION AND DEBARMENT CERTIFICATION

Federal Law (A-102 Common Rule and OMB Circular A-110) prohibits non-Federal entities from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred.

I, the undersigned agent for the firm named below, certify that neither the firm nor its principals are suspended or debarred by a Federal agency.

ATKINS BROS. EQUIP. CO., INC.
P.O. Box 990
3516 Old Ft. Worth Rd.
Midlothian, TX 76065

Company Name

751857149

Federal ID #

Signature

MIKE ATKINS

Printed Name

4/14/22

Date

CONTRACTOR COMPLIANCE WITH WORKER'S COMPENSATION LAW

Pursuant to Article 8308-3.23 of Vernon's Annotated Civil Statutes, Contractor certifies that it provides Worker's Compensation Insurance coverage for all employees employed on City of Lancaster Project:

2022-07 WATER & WASTEWATER REPAIR & REPL.
Contract/Bid Name:

2022-07
Bid #

Signature

4/14/22
Date

MIKE ATKINS
Printed Name

CEO
Title

ATKINS BROS. EQUIP. CO., INC.
P.O. Box 990
3616 Old Ft. Worth Rd.
Midlothian, TX 76065
Company Name

INSURANCE REQUIREMENTS - CONSTRUCTION

See attached insurance

CONTRACTOR SHALL MAINTAIN INSURANCE

1.1 The Contractor at his own expense shall purchase, maintain and keep in force during the life of this contract, adequate insurance that will protect the Contractor and/or any Additional Insured from claims which may arise out of or result from operations under this contract. The insurance required shall provide adequate protections from all claims, whether such operations be by the Contractor or by any Additional Insured or by any Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone whose acts of any of them may be liable and from any special hazards, such as blasting, which may be encountered in the performance of this contract in the amounts as shown below in Paragraph 13.2.1.

1.2 The Contractor shall not commence work on any Contract in the City of Lancaster until the Contractor has obtained all the insurance required under this paragraph and such insurance has been approved by the City.

TYPES AND AMOUNTS OF INSURANCE

The Contractor shall furnish and maintain during the life of the contract adequate Insurance in such amounts as follows:

Type of Insurance **Amount**

a. Worker's Compensation as set forth in the Worker's Compensation Act.

b. Commercial General Liability

$1,000,000 Each Accident/Occurrence. The policy shall have no coverage removed by exclusions.

Limit of Insurance per Project or Owner's and Contractor's Protective Liability Insurance for the Project.

c. Automobile Liability

$500,000 Combined single limit per occurrence.

d. Installation Floater

This insurance shall protect the Contractor and the Owner from all insurable risks of physical loss or damage to materials and equipment not otherwise covered under builder's risk insurance, while in warehouse or storage areas, during installation, during testing, and after the work is completed. Installation floater insurance shall be of the "all risks" type, with coverage's designed for the circumstances which may occur in the particular work included in this contract. The coverage shall be for an amount not less than the insurable value of the work at completion, less the value of the materials and equipment insured under builder's risk insurance. The value shall include the aggregate value of the Owner furnished equipment and materials to be erected or installed by the Contractor not otherwise insured under builder's risk insurance.

e. Builders Risk

This insurance shall be written in completed value form and shall protect the Contractor and the Owner against risks of damage to buildings, structures, and materials and equipment not otherwise covered under installation floater insurance, from the perils of fire and lightning, the perils included in the standard extended coverage endorsement, and the perils of vandalism and malicious mischief. The amount of such insurance shall not be less than the insurable value of the work at completion less the value of the

(A) a certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and

(B) no later than seven days after receipt by the contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

5) retain all required certificates of coverage on file for the duration of the project and for one year thereafter;

6) notify the governmental entity in writing by certified mail or personal delivery, within 10 days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project;

7) post a notice on each project site informing all persons providing services on the project that they are required to be covered, and stating how a person may verify current coverage and report failure to provide coverage. This notice does not satisfy other posting requirements imposed by the Act or other commission rules. This notice must be printed with a title in at least 30 point bold type and text in at least 19 point normal type, and shall be in both English and Spanish and any other language common to the worker population. The text for the notices shall be the following text provided by the Texas Worker's Compensation Commission on the sample notice, without any additional words or changes:

Required Workers' Compensation Coverage

"The law requires that each person working on this site or providing services related to this construction project must be covered by workers' compensation insurance. This includes persons providing, hauling, or delivering equipment or materials, or providing labor or transportation or other service related to the project, regardless of the identity of their employer or status as an employee."

"Call the Texas Workers' Compensation Commission at 512-440-3789 to receive information on the legal requirement for coverage, to verify whether your employer has provided the required coverage, or to report an employer's failure to provide coverage."

and

(8) contractually require each person with whom it contracts to provide services on a project, to:

(A) provide coverage based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements for all of its employees providing services on the project, for the duration of the project;

(B) provide a certificate of coverage to the contractor prior to that person beginning work on the project;

(C) include in all contracts to provide services on the project the language in subsection (e) (3) of this rule;

(D) provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

(E) obtain from each other person with whom it contracts, and provide to the Contractor:

City of Lancaster
House Bill 89 Verification

I, Mike Atkins (Person name), the undersigned representative of (Company or Business name) Atkins Bros. Equip Co., Inc. (hereafter referred to as company) being an adult over the age of eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and verify under oath that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract.

Pursuant to Section 2270.001, Texas Government Code:

1. *"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and*
2. *"Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.*

4/14/22
DATE

SIGNATURE OF COMPANY REPRESENTATIVE

On this the 14 day of April, 2022, personally appeared Mike Atkins, the above-named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

NOTARY SEAL: JENNIFER ALTRELL NOTARY PUBLIC STATE OF TEXAS NOTARY ID 132184773 MY COMM. EXP. 10/02/23

Jennifer Altrell
NOTARY SIGNATURE

4/14/22
Date

2022-07
QKB Inc
Supplier Response

Event Information

Number: 2022-07
Title: Water & Wastewater Repair & Replacement
Type: Request for Bid
Issue Date: 4/4/2022
Deadline: 4/22/2022 03:00 PM (CT)
Notes: The intent of this bid is to acquire a vendor for the sole purpose of repairing, replacing and installing new water mains and services, and sewer mains and services.

Contact Information

Contact: Cheryl Womble PURCHASING AGENT, CTCD
Address: Purchasing
PO Box 940

Lancaster, TX 75146
Phone: (972) 218-1329
Fax: (972) 218-3621
Email: cwomble@lancaster-tx.com

QKB Inc Information

Contact: QUINN HUYNH
Address: 444 E FM 1382 # D
Cedar Hill, TX 75104
Phone: (682) 551-8876
Email: Qkbinc.bid@gmail.com

We strongly request that bidders submit their response electronically. Electronic bidding will eliminate errors, eliminate unnecessary work, and is more friendly to the environment. Your cooperation is appreciated.

Please feel free to callus if you require any assistance with the response.

Emailed or faxed submissions will not be accepted.

QUINN HUYNH — *Signature*

Qkbinc.bid@gmail.com — *Email*

Submitted at 4/15/2022 5:23:46 PM

Bid Attributes

1	**QUESTIONS** All questions shall be addressed to Cheryl Womble, Purchasing Agent via email at purchasing@lancaster-tx.com. ☑ Agree (Agree)
2	**PRICE INCREASES** Prices are firm for the first year. Any price increase after year one, must be justified and documentation submitted. Price increases may not exceed the current Consumer Price Index (U) for the D/FW Region. ☑ Agree (Agree)
3	**RESPONSE TERM** Responses shall be valid for (90) calendar days after the opening date and shall constitute an irrevocable offer to the City of Lancaster for the 90 calendar day period. The 90 calendar day period may be extended by mutual agreement of the parties. ☑ Agree (Agree)
4	**LATE SUBMISSION** Bids/RFQs are not accepted after the closing date and time. The City of Lancaster is not responsible for computer, mail or carrier issues/problems. The server time located in the top right corner of this software is the official clock. It is the responsibility of the user to ensure you have chosen the correct time zone for your company. ☑ Agree (Agree)
5	**T&C ACKNOWLEDGEMENT** I have read and agree to the terms and conditions of this bid. ☑ Agree (Agree)

6 BID ACKNOWLEDGEMENT

Bidder affirms that they have read and understand all requirements of this proposal. Additionally, the bidder affirms that they are duly authorized to execute this contract and that this company has not prepared this proposal in collusion with any other proposer, and that the contents of this proposal as to prices, terms and conditions of said proposal have not been communicated by the bidder no by any employee or agent to any other person engaged in this type of business prior to the official opening of this type of business prior to the official opening of this proposal.

☑ Understood (Understood)

7 COUNTY

What county is your principal place of business located?

dallas

8 PAYMENT TERMS

The City of Lancaster's payment terms are Net 30.

☑ Understood (Understood)

9 COMPANY OWNERSHIP

Is your company currently for sale or involved in any transaction to expand or to become acquired by another business entity? If yes, please explain the impact both in organizational and directional terms.

n0

10 LITIGATION WITH CITY OF LANCASTER

Is your firm involved in any litigation (past or pending) with the City of Lancaster? If yes, please provide details.

no

11 ELECTRONIC PAYMENT

If you would like your payment sent electronically (EFT), please provide your accounts receivable contact information. Please provide name, phone number and email address.

on file

12 OPEN RECORDS REQUEST

All responses will be maintained confidential until award is finalized. At that time, all proposals are subject to the Open Records Act.

understood

13 NEPOTISM STATEMENT

The Bidder, Proposer, or any officer, shall state whether Bidder or Proposer has a relationship, either by blood or marriage, with any official or employee of the City of Lancaster.

understood

14 CONTRACT CLAUSE

Bidder affirms that submittal of this bid, and when properly accepted by the City of Lancaster, shall constitute a contract equally binding between the successful bidder and the City. No different or additional terms will become a part of this contract with the exception of change orders.

☑ Agree (Agree)

15 **IMMIGRATION**

Employers may hire only one persons who may legally work in the United States (i.e., citizens and nationals of the U.S.) and aliens authorized to work in the U.S. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verification Form (I9). The Contractor shall establish appropriate procedures and controls so no services or products under the Contract documents will be performed or manufactured by any worker who is not legally eligible to perform such services or employment.

16 **RECIPROCAL INFORMATION 2**

For Businesses not located in Texas, does your state favor resident bidders (bidders in your state) by some dollar increment or percentage?

☐ Yes (Yes)

☑ No (No)

17 **RECIPROCAL INFORMATION 1**

The City of Lancaster, as a governmental agency of the State of Texas, may not award a contract for general construction, improvements, services or public works projects or purchases of supplies, materials or equipment to a non-resident bidder unless the non-resident's bid is lower than the lowest bid submitted by a responsible Texas resident bidder by the same amount that a Texas resident bidder would be required to underbid a non-resident bidder to obtain a comparable contact in the state in which the non-resident's principal place of business is located (Article 601g v.t.c.s.). Bidder shall answer all of the following questions by encircling the appropriate response or completing the blank provided. "Where is your principal place of business?"

☐ Yes (Yes)

☑ No (No)

18 **RECIPROCAL INFORMATION 3**

If yes, what is the dollar increment or percentage?

No response

19 **M/WBE 1**

Is your company M/WBE or HUB certified?

☐ Yes (Yes)

☑ No (No)

20 **M/WBE 2**

If yes, what is your certification number?

No response

21 **M/WBE 3**

If yes, what agency completed the certification?

No response

22 **M/WBE 4**

If yes, what is the expiration date of your certification?

No response

23 **NOTIFICATION**

How did you here about the bid opportunity?

24	**PLAN ROOM - OTHER** If yes for a plan room or other, please list which plan room or other means of notification. *No response*
25	**PROJECT SCOPE** It is the intent of this specification to obtain an annual price agreement for the purchase of water and wastewater repair and replacement services for the City of Lancaster Public Works Water Utilities division. Services will include but are not limited to removing and replacing water and wastewater lines for small non-capital improvement projects and may include emergency repair work.
26	**DEFINITIONS** 26.1 Maintenance and/or Replacement Service – Service performed to ensure that a working item is performing within operational tolerances and to identify any needed corrections before a failure occurs. 26.2 Repair Service – Service performed to identify, isolate and rectify a fault so that the failed item can be restored to a working condition. This does not include upgrades or enhancements to the item.

27 SCOPE OF WORK

27.1. Work included in this contract may include, but is not limited to, the replacement of existing water and wastewater mains and other facilities for those services, water and wastewater taps for commercial and residential services, commercial water meter rehabilitation and/or replacement, and incidental repairs to drive approaches, street paving, parking lot paving, medians, alleys, barrier free sidewalk ramps, sidewalks, storm drain facilities, and landscaping along rights-of-way.

27.2. The owner shall mark the saw cut and excavation limit on each site.

27.3. Any paving shall be saw cut along neat lines prior to removal.

27.4. All excavated earth in excess of that required for back filling shall be removed from the job site and disposed of, at Contractor's expense, in a satisfactory manner except in locations where, in the judgment of the City and property owner, it can be neatly spread over the adjacent area.

27.5. Positive drainage of streets, rights-of way, and parkways shall be established during the initial phase of excavation and grading and maintained throughout construction to ensure that property owners are not affected by stormwater discharge. The Contractor will determine positive grading by use of an instrument as requested by the owner. Pre-Construction grades and elevations will be required by the Contractor and approved by owner to make sure all new proposed work will drain properly and not cause standing water or flooding.

27.6. The Contractor shall provide all water required for this project. The Contractor shall make arrangements with the Utility Billing Division for use of a temporary water meter and the required deposit the cost of water will be waived. Contractor shall not use any citizen's water from their homes or other Cities temporary water meters.

27.7. The Contractor will protect trees that are to remain from damage and provide a temporary fence around tree drip line during construction activities. The Contractor shall obtain approval from the City for removal of any street tree or other City owned landscaping prior to start of work.

27.8. On-site soil, free of organic matter and other debris, may be used for backfilling of trench lines if the material complies with the current City standard. Areas within a City right-of-way or easement that require added fill shall be select material. Transport of material hauled to the project shall be included in the base bid for the material. Areas to receive fill shall be stripped of vegetation and foreign matter to a depth of 3 inches. Just prior to fill placement the surface shall be proof rolled. All soft or loose areas identified during proof rolling shall either be processed to dry the soil and compacted in place, or over excavated and replaced with compacted fill. Fill shall be placed in 8-inch loose lifts and uniformly compacted using a tamper type roller to at least 95 percent density at moisture content +/- 2% of optimum, as determined by TxDOT Test T-113-E. Fill placed by hand shall be placed in lifts not exceeding 4 inches loose measure. Testing will be conducted by an approved Testing Lab at the Contractor's expense. Areas that fall outside of a City easement or right-of-way requiring fill shall be prepared and fill placed per the property owner's direction.

27.9. The areas adjacent to construction shall be returned to their original condition. It is the responsibility of the Contractor to repair any damaged landscaping, sprinkler systems, or other items that are affected by the construction.

27.10. The Contractor shall provide proper sanitation for all workers at all locations.

27.11. The Contractor will do all construction staking. The Contractor is responsible for protecting all iron rods (property markers) and, if removed during construction, the Contractor is responsible for resetting them to their prior location under the direct supervision of a surveyor registered with the State of Texas.

27.12. Contractor shall be responsible for meeting all TDLR standards on all ADA Ramps to ensure they meet all ADA requirements for ramps affected by construction activities.

28 CONTRACTOR RESPONSIBILITY

28.1. Supervision – The Contractor shall, during all periods of contract performance, provide competent supervision of their employees to assure complete and satisfactory fulfillment of the work and the terms of this contract. The Contractor or a capable, fully authorized representative must be immediately available during all work activities to receive any and all special instructions from the City agent.

28.2. Defective Work and Damages – The Contractor shall be wholly responsible for and shall promptly correct or restore all defective work or damages to any/all City facilities caused by its activities. Restoration and correction shall be to the complete satisfaction of the City. This shall apply to any part of a building, its appurtenances, the adjacent grounds, or any other tangible damage incurred in the performance of the Contract. Any damage will be immediately reported to the City's Project Manager or their agent. Failure by the Contractor to proceed promptly with corrective actions may be cause for cancellation of this contract with amount(s) necessary to correct defective work and/or damage being withheld from payments due or to become due to the Contractor.

28.3. Record of Work – Upon completion of work, Contractor will use the condition survey and plan redlines to provide a record of the work to the City.

28.4. Warranty

a. Each permanent repair shall be stamped, when concrete is still pliable, with Contractor's company name and date for the purpose of warranty time control.

b. All work performed under this contract for the City of Lancaster shall be warranted for a period of two years. If within two years, after acceptance of work, any of the work is found to be defective or not in accordance with the contract documents, the Contractor shall correct it promptly after receipt of written notice from the owner.

29 SAFETY REQUIREMENTS

29.1. The Contractor must be thoroughly familiar with all prevailing safety measures pertinent to its operation and shall meet or exceed those measures. This shall include, but not necessarily be limited to Environmental Health Agency (EPA) regulations, State of Texas regulations, local City ordinances, and Occupational Safety and Health Agency (OSHA) regulations. In addition, the Contractor shall be wholly responsible for instructing its employees in these safety measures and seeing that they are fully complied with in every respect.

29.2. Contractor will provide all required safety signage, barricades, and flashers/strobes.

29.3. All employees shall follow all applicable safety procedures, have appropriate safety training certification when required by federal or state law, have immediate access to all appropriate safety equipment, and shall be trained in the use of that equipment.

29.4. All vehicles shall have proper safety signage, be fit for their intended purpose, and meet all OSHA, and State of Texas requirements.

29.5. Contractors discovered working without necessary safety devices or equipment in place will be required to stop all work in progress until adequate equipment has been obtained and approved by to the Contract Administrator.

29.6. Any hazardous condition or any damage to City property is to be immediately reported to the City Contract Administrator.

29.7. Contractor will not permit unsafe practices. Examples of unsafe practices include but are not limited to using inappropriate equipment for the job, removing chains or other safety devices from equipment, traveling with an operator sitting in the back of a pickup truck with the tailgate lowered, and operating equipment at excessive speed. Unsafe practices will be grounds for termination of the contract.

30 CONTRACTOR QUALIFICATIONS

30.1. Contractor must be engaged in the business of providing water and wastewater construction services for a minimum of five years within the last seven years.
30.2. Contractor must be in good financial standing, not in any form of bankruptcy, current in payment of all taxes and fees such as state franchise fees. The City reserves the right to request a copy of vendor's audited or un-audited financial statement. When financial statements are requested, the City will review the vendor's audited or un-audited financial statement to this solicitation in accordance with Texas Government Code, Title 10, Subtitle D, Section 2156.007 to evaluate the sufficiency of the vendor's financial resources and ability to perform the contract or provide the service required in the solicitation. The City will be the sole judge in determining the sufficiency of the vendor's financial resources and ability to perform the contract or provide the service.
30.3. Contractor must provide a list of three (3) governmental or commercial references for work of a similar scope to this specification. The Contractor shall choose references that illustrate the Contractor's ability, capacity, and skill to perform the contract as specified.
30.4. Contractor's facility that will be used as the primary point for providing service to the City must be located within 35 miles of the City of Lancaster city limits.

31 PAYMENT AND INVOICING

31.1. Payment - The City will authorize payment upon satisfactory completion, inspection and acceptance by the City. Work found unacceptable by the City will be corrected at the Contractor's expense. All work will be performed in accordance with the outlined quote and purchase order furnished by the City. Contractors are subject to non-payment for any/all unauthorized repair/restoration work.
31.2. Invoicing - The following requirement applies to all invoices. Invoices must reference a purchase order number. Separate invoices are required for each order and shall be sent to the ordering department. The invoice should include the following:
31.2.1. Purchase Order number
31.2.2. Invoice number
31.2.3. Contract rates
31.2.4. Quantity ordered
31.2.5. Total amount due

32 BID EVALUATION

Award will be based on responsive bids best value as outlined in the Evaluation Criteria below. The City of Lancaster reserves the right to accept or reject all bids in whole or in part and waive any informality in the competitive bid process. Further, the City reserves the right to enter any contract deemed to be in the best interest of the City.

CRITERIA	POINTS
Cost	50
Experience with the City of Lancaster	25
References	10
Qualifications	10
Local Business Presence	5
TOTAL POSSIBLE POINTS	**100**

33 SUBMITTAL RESPONSE GUIDELINES

Offeror response to this Request for Bid shall include:
33.1. Completed and signed submittal check list.
33.2. Bid Pricing Form filled in with unit prices, extended prices, and total.
33.3. Questionnaire and References pages 131 - 133 answered. References provided should be for similar work/projects with up-to-date contact information (phone and email).
33.4. Submittal Affirmation form reviewed and signed.
33.5. Completed Historically Underutilized Business Questionnaire and House Bill 89 Verification Form.

34 AGREEMENT TERMS AND AWARD

The term of the agreement will be for an initial one-year agreement with the option to renew for up to four (4) additional one-year periods. The price agreement shall be awarded to the vendor(s) submitting the bid(s) deemed to be in the best interest of the City. The City may award one Primary and one Secondary vendor by portions or for the entire bid. The City of Lancaster may award to a single vendor, multiple vendors, or use any combination that serves the best interest of the City. Successful bidder will enter into a contract with the City for an annual agreement in accordance with the terms and conditions found within. The annual estimated dollar value of this contract shall be $3,000,000.00. Annual estimated quantities are not known and vary from year to year.

Bid Lines

1	Site Preparation and Mobilization	Quantity: 5	UOM: Lump Sum	Price: $4,250.00	Total:	$21,250.00
2	Conditions Survey to Include Photographic/Video of Pre- and Post project conditions	Quantity: 5	UOM: Lump Sum	Price: $450.00	Total:	$2,250.00
3	Maintain Property Access	Quantity: 5	UOM: Lump Sum	Price: $500.00	Total:	$2,500.00
4	SWPPP - Erosion Control with Silt Fence and Inlet Protection as Needed Per City Standards	Quantity: 5	UOM: Lump Sum	Price: $2.00	Total:	$10.00
5	Traffic Control - Involving Major Thoroughfare	Quantity: 1	UOM: Lump Sum	Price: $6,500.00	Total:	$6,500.00
6	Traffic Control - Involving Arterial, Divided Roadway or M5U	Quantity: 2	UOM: Lump Sum	Price: $3,500.00	Total:	$7,000.00
7	Traffic Control - Involving Local Road	Quantity: 5	UOM: Lump Sum	Price: $3,500.00	Total:	$17,500.00
8	Trench Safety - 0 to 750LF	Quantity: 3000	UOM: Linear Foot	Price: $2.50	Total:	$7,500.00
9	Trench Safety - 751 to 1100LF	Quantity: 4000	UOM: Linear Foot	Price: $2.50	Total:	$10,000.00
10	Trench Safety - 1100 to 2500LF	Quantity: 5000	UOM: Linear Foot	Price: $2.50	Total:	$12,500.00

11	Cut & Plug Existing 6" Water Main					
	Quantity: 15	UOM: Each	Price:	$2,100.00	Total:	$31,500.00
12	Connect to Ex. 6" Water Main Complete with Fittings and Blocking as Needed					
	Quantity: 15	UOM: Each	Price:	$4,200.00	Total:	$63,000.00
13	Connect to Ex. 8" Water Main Complete with Fittings and Blocking as Needed					
	Quantity: 12	UOM: Each	Price:	$5,150.00	Total:	$61,800.00
14	Connect to Ex. 12" Water Main Complete with Fittings and Blocking as Needed					
	Quantity: 10	UOM: Each	Price:	$6,350.00	Total:	$63,500.00
15	8" PVC C-900 Waterline 0 to 645LF with Compaction of Bedding and Backfill					
	Quantity: 3000	UOM: Linear Foot	Price:	$99.00	Total:	$297,000.00
16	8" PVC C-900 Waterline 646 to 1441LF with Compaction of Bedding and Backfill					
	Quantity: 4000	UOM: Linear Foot	Price:	$99.00	Total:	$396,000.00
17	8" PVC C-900 Waterline 1442 to 2235LF with Compaction of Bedding and Backfill					
	Quantity: 5000	UOM: Linear Foot	Price:	$92.00	Total:	$460,000.00
18	Sand for Waterline Embedment 0 to 60CY					
	Quantity: 309	UOM: Cubic Yard	Price:	$50.00	Total:	$15,450.00
19	Sand for Waterline Embedment 61 to 105CY					
	Quantity: 412	UOM: Cubic Yard	Price:	$50.00	Total:	$20,600.00
20	Sand for Waterline Embedment 149 to 230CY					
	Quantity: 515	UOM: Cubic Yard	Price:	$50.00	Total:	$25,750.00
21	12" PVC C-900 Waterline 0 to 290LF with Compaction of Bedding and Backfill					
	Quantity: 600	UOM: Linear Foot	Price:	$115.00	Total:	$69,000.00
22	12" PVC C-900 Waterline 291 to 700LF with Compaction of Bedding and Backfill					
	Quantity: 1000	UOM: Linear Foot	Price:	$110.00	Total:	$110,000.00
23	12" PVC C-900 Waterline 701 to 1320LF with Compaction of Bedding and Backfill					
	Quantity: 1200	UOM: Linear Foot	Price:	$105.00	Total:	$126,000.00
24	Sand for 12" Waterline Embedment 0 to 35CY					
	Quantity: 73.2	UOM: Cubic Yard	Price:	$50.00	Total:	$3,660.00
25	Sand for 12" Waterline Embedment 36 to 85CY					
	Quantity: 122	UOM: Cubic Yard	Price:	$50.00	Total:	$6,100.00
26	Sand for 12" Waterline Embedment 76 to 105CY					
	Quantity: 146.4	UOM: Cubic Yard	Price:	$50.00	Total:	$7,320.00

27	8" PVC Waterline by Bore, Pipe Material as Approved by City, Complete in Place Including Bore Pits and Grouting					
	Quantity: 400	UOM: Linear Foot	Price:	$420.00	Total:	$168,000.00
28	12" PVC Waterline by Bore, Pipe Material as Approved by City, Complete in Place Including Bore Pits and Grouting					
	Quantity: 250	UOM: Linear Foot	Price:	$475.00	Total:	$118,750.00
29	Install New Services and Reconnect to Meter - 1" Bullhead Service, Short 0 to 8LF with 1" Corp Stop					
	Quantity: 50	UOM: Each	Price:	$1,850.00	Total:	$92,500.00
30	Install New Services and Reconnect to Meter - 1" Bullhead Service, Medium 9 to 20LF with 1" Corp Stop					
	Quantity: 20	UOM: Each	Price:	$1,950.00	Total:	$39,000.00
31	Install New Services and Reconnect to Meter - 1" Bullhead Service, Long 21 to 35LF with 1" Corp Stop					
	Quantity: 10	UOM: Each	Price:	$2,250.00	Total:	$22,500.00
32	Install New Services and Reconnect to Meter - 3/4" Service, Short 0 to 8LF with 1" Corp Stop					
	Quantity: 15	UOM: Each	Price:	$1,650.00	Total:	$24,750.00
33	Install New Services and Reconnect to Meter - 3/4" Service, Medium 9 to 20LF					
	Quantity: 10	UOM: Each	Price:	$1,875.00	Total:	$18,750.00
34	Install New Services and Reconnect to Meter - 3/4" Service, Long 21 to 35LF					
	Quantity: 5	UOM: Each	Price:	$2,250.00	Total:	$11,250.00
35	3/4" Waterline Tap Saddle with Corp - On Existing PVC Waterline 12" Diameter or Less					
	Quantity: 20	UOM: Each	Price:	$2,100.00	Total:	$42,000.00
36	Move Water Meter and Box, 8' Maximum, No Tap Required					
	Quantity: 5	UOM: Each	Price:	$990.00	Total:	$4,950.00
37	1" Waterline Tap Saddle with Corp - On Existing PVC Waterline 12" Diameter or Less					
	Quantity: 5	UOM: Each	Price:	$2,250.00	Total:	$11,250.00
38	1 1/2" Waterline Tap Saddle with Corp - On Existing PVC Waterline 12" Diameter or Less					
	Quantity: 5	UOM: Each	Price:	$2,650.00	Total:	$13,250.00
39	2" Waterline Tap Saddle with Corp - On Existing PVC Waterline 12" Diameter or Less					
	Quantity: 5	UOM: Each	Price:	$3,450.00	Total:	$17,250.00
40	Install Water Service by Trenchless Method, Up to 2" Service					
	Quantity: 50	UOM: Each	Price:	$3,450.00	Total:	$172,500.00
41	Standard Water Meter Box Installed with Fittings, New					
	Quantity: 10	UOM: Each	Price:	$750.00	Total:	$7,500.00

42	2" Water Meter Box Installed with Fittings, New					
	Quantity: 10	UOM: Each	Price:	$850.00	Total:	$8,500.00
43	Water Meter Box Installed with Fittings, Salvage Existing					
	Quantity: 60	UOM: Each	Price:	$1,050.00	Total:	$63,000.00
44	Water Meter Box Installed with Fittings, Salvage Existing					
	Quantity: 60	UOM: Each	Price:	$0.00	Total:	$0.00
45	Demolition of Meter Vault					
	Quantity: 6	UOM: Lump Sum	Price:	$4,050.00	Total:	$24,300.00
46	Precast Meter Vault (Up to 6' Depth), Furnish and Install Complete in Place, 5' x 8'					
	Quantity: 4	UOM: Each	Price:	$11,350.00	Total:	$45,400.00
47	Precast Meter Vault (Up to 6' Depth), Furnish and Install Complete in Place, 5.5' x 8'					
	Quantity: 2	UOM: Each	Price:	$12,050.00	Total:	$24,100.00
48	Precast Meter Vault Additional Depth (Above 6' depth inside, 9' Deep max.), Furnish and install Complete in Place					
	Quantity: 6	UOM: Each	Price:	$2,650.00	Total:	$15,900.00
49	Compound Flow Meter, Furnish and Install Complete in Place (Meter type to meet City Standards) 3"					
	Quantity: 2	UOM: Each	Price:	$7,500.00	Total:	$15,000.00
50	Compound Flow Meter, Furnish and Install Complete in Place (Meter type to meet City Standards) 4"					
	Quantity: 2	UOM: Each	Price:	$9,500.00	Total:	$19,000.00
51	Turbo Flow Meter, Furnish and Install Complete in Place (Meter type to meet City Standards) 3"					
	Quantity: 2	UOM: Each	Price:	$18,500.00	Total:	$37,000.00
52	Turbo Flow Meter, Furnish and Install Complete in Place (Meter type to meet City Standards) 4"					
	Quantity: 2	UOM: Each	Price:	$20,500.00	Total:	$41,000.00
53	Turbo Flow Meter, Furnish and Install Complete in Place (Meter type to meet City Standards) 6"					
	Quantity: 2	UOM: Each	Price:	$21,500.00	Total:	$43,000.00
54	3" Gate Valve for Meter Vault, Furnish and Install Complete in Place					
	Quantity: 4	UOM: Each	Price:	$1,250.00	Total:	$5,000.00
55	4" Gate Valve for Meter Vault, Furnish and Install Complete in Place					
	Quantity: 4	UOM: Each	Price:	$1,650.00	Total:	$6,600.00
56	6" Gate Valve for Meter Vault, Furnish and Install Complete in Place					
	Quantity: 4	UOM: Each	Price:	$2,100.00	Total:	$8,400.00

57	6" tapping Sleeve for Install of Fire Hydrant (Valve Included with FH Assembly)					
	Quantity: 4	UOM: Each		Price: $4,150.00	Total:	$16,600.00
58	Install New FH Assembly w/6" G.V., Splash Pad, with Valve Pad as Needed					
	Quantity: 4	UOM: Each		Price: $6,500.00	Total:	$26,000.00
59	Salvage & Re-install FH Assembly w/6" G.V. & Concrete Splash Pad, Lubricate and Gasket/Seal Replacements as Needed					
	Quantity: 5	UOM: Each		Price: $2,850.00	Total:	$14,250.00
60	Extra Length 6" Fire Hydrant Lead 25 to 150LF, Complete with Compacted Bedding, Backfill, Fittings and Blocking as Needed					
	Quantity: 300	UOM: Linear Foot		Price: $85.00	Total:	$25,500.00
61	Cut-in of Tee, 8x8x6, With 2 Valves (1 on Run, 1 on Stub), Complete with Flanged Sleeve Fittings and Blocking as Needed					
	Quantity: 4	UOM: Each		Price: $12,000.00	Total:	$48,000.00
62	Cut-in of Tee, 8x8x8, With 2 Valves (1 on Run, 1 on Stub), Complete with Flanged Sleeve Fittings and Blocking as Needed					
	Quantity: 4	UOM: Each		Price: $12,100.00	Total:	$48,400.00
63	Cut-in of Tee, 12x12x12, With 2 Valves (1 on Run, 1 on Stub), Complete with Flanged Sleeve Fittings and Blocking as Needed					
	Quantity: 4	UOM: Each		Price: $17,500.00	Total:	$70,000.00
64	Adjust of Waterline Elevation Complete with Fittings and Concrete Blocking & Reconnect					
	Quantity: 5	UOM: Each		Price: $10,500.00	Total:	$52,500.00
65	Adjust Existing Water Valve to Finished Grade with Valve Pad as					
	Quantity: 20	UOM: Each		Price: $650.00	Total:	$13,000.00
66	Rehabilitation of Meter Vault (4 to 6" Meter) to Current City Standard, to Include all Connections, Valves, and Bypass Metering					
	Quantity: 4	UOM: Each		Price: $6,800.00	Total:	$27,200.00
67	Rehabilitation of Meter Vault (8 to 12" Meter) to Current City Standard, to Include all Connections, Valves, and Bypass Metering					
	Quantity: 2	UOM: Each		Price: $9,500.00	Total:	$19,000.00
68	Remove and Replace Meter Vault with Meter (4 to 6" Meter) per City Standard, to Include all Connections, Valves, and Bypass Metering					
	Quantity: 4	UOM: Each		Price: $32,500.00	Total:	$130,000.00
69	Remove and Replace Meter Vault with Meter (8 to 12" Meter) per City Standard, to Include all Connections, Valves, and Bypass Metering					
	Quantity: 4	UOM: Each		Price: $37,500.00	Total:	$150,000.00

70	Repair/Replace Irrigation System as Needed					
	Quantity: 10	UOM: Each	Price:	$500.00	Total:	$5,000.00
71	Testing and Chlorination of Watermain 0-500LF					
	Quantity: 3000	UOM: Linear Foot	Price:	$2.00	Total:	$6,000.00
72	Testing and Chlorination of Watermain 501 to 1000LF					
	Quantity: 4000	UOM: Linear Foot	Price:	$2.00	Total:	$8,000.00
73	Testing and Chlorination of Watermain 1001 to 1600LF					
	Quantity: 5000	UOM: Linear Foot	Price:	$2.00	Total:	$10,000.00
74	Temporary Plug Wastewater Main for Construction					
	Quantity: 10	UOM: Each	Price:	$950.00	Total:	$9,500.00
75	Bypass Pumping of Wastewater 6" Public Main, Not to Exceed 1000LF					
	Quantity: 25	UOM: Day	Price:	$1,250.00	Total:	$31,250.00
76	Bypass Pumping of Wastewater 8" Public Main, Not to Exceed 1000LF					
	Quantity: 30	UOM: Day	Price:	$1,450.00	Total:	$43,500.00
77	Bypass Pumping of Wastewater 10" Public Main, Not to Exceed 1000LF					
	Quantity: 20	UOM: Day	Price:	$1,700.00	Total:	$34,000.00
78	Bypass Pumping of Wastewater 12" Public Main, Not to Exceed 1000LF					
	Quantity: 15	UOM: Day	Price:	$1,850.00	Total:	$27,750.00
79	Bypass Pumping of Wastewater Public Main Greater Than 12" Main, Not to Exceed 1000LF					
	Quantity: 20	UOM: Day	Price:	$2,950.00	Total:	$59,000.00
80	Wastewater Pipe Bursting from 6" to 8" Trenchless Placement, Reconnect all Services and Address Flow Issues Included. 300LF Max					
	Quantity: 1500	UOM: Linear Foot	Price:	$335.00	Total:	$502,500.00
81	Wastewater Pipe Bursting from 8" to 10" Trenchless Placement, Reconnect all Services and Address Flow Issues Included. 300LF Max					
	Quantity: 1500	UOM: Linear Foot	Price:	$376.00	Total:	$564,000.00
82	Wastewater Pipe Bursting from 10" to 15" Trenchless Placement, Reconnect all Services and Address Flow Issues Included. 300LF Max					
	Quantity: 1500	UOM: Linear Foot	Price:	$420.00	Total:	$630,000.00
83	New 4' Dia. MH - Standard Depth Less than 10 Feet Deep from Finished Grade					
	Quantity: 5	UOM: Each	Price:	$9,500.00	Total:	$47,500.00
84	New 5' Dia. MH - Greater than 10 Feet Deep to 18 Feet					
	Quantity: 4	UOM: Each	Price:	$10,500.00	Total:	$42,000.00

85	New 5' Dia. MH - Greater than 10 Feet Deep to 18 to 25 Feet					
	Quantity: 2	UOM: Each	Price:	$20,500.00	Total:	$41,000.00
86	4" PVC SDR-35 Wastewater New Services & Reconnect per City Standard					
	Quantity: 50	UOM: Each	Price:	$2,050.00	Total:	$102,500.00
87	4" PVC SDR-35 Extra Length Wastewater New Services & Reconnect per City Standard					
	Quantity: 30	UOM: Each	Price:	$3,400.00	Total:	$102,000.00
88	4" PVC SDR-35 Extra Depth Wastewater New Services & Reconnect per City Standard					
	Quantity: 20	UOM: Each	Price:	$3,450.00	Total:	$69,000.00
89	8" PVC SDR-35 Wastewater 0 to 296LF By Open Cut with Compaction of Bedding and Backfill					
	Quantity: 1200	UOM: Linear Foot	Price:	$95.00	Total:	$114,000.00
90	8" PVC SDR-35 Wastewater 297 to 733LF By Open Cut with Compaction of Bedding and Backfill					
	Quantity: 1400	UOM: Linear Foot	Price:	$95.00	Total:	$133,000.00
91	8" PVC SDR-35 Wastewater 734 to 1585LF By Open Cut with Compaction of Bedding and Backfill					
	Quantity: 2000	UOM: Linear Foot	Price:	$92.00	Total:	$184,000.00
92	10" PVC SDR-35 0 to 296LF By Open Cut with Compaction of Bedding and Backfill					
	Quantity: 1000	UOM: Linear Foot	Price:	$105.00	Total:	$105,000.00
93	10" PVC SDR-35 734 to 1585LF By Open Cut with Compaction of Bedding and Backfill					
	Quantity: 1585	UOM: Linear Foot	Price:	$99.00	Total:	$156,915.00
94	12" PVC SDR-35 0 to 381LF By Open Cut with Compaction of Bedding and Backfill					
	Quantity: 1000	UOM: Linear Foot	Price:	$115.00	Total:	$115,000.00
95	12" PVC SDR-35 382 to 782LF By Open Cut with Compaction of Bedding and Backfill					
	Quantity: 1200	UOM: Linear Foot	Price:	$110.00	Total:	$132,000.00
96	12" PVC SDR-35 783 to 1585LF By Open Cut with Compaction of Bedding and Backfill					
	Quantity: 1585	UOM: Linear Foot	Price:	$105.00	Total:	$166,425.00
97	Extra Depth Trench for Wastewater Main By Open Cut when Greater than 10 Feet Deep					
	Quantity: 250	UOM: Linear Foot	Price:	$140.00	Total:	$35,000.00
98	Standard Clean-out Stack per City Standard Detail with Fittings and Box (Non-Paved Area)					
	Quantity: 50	UOM: Each	Price:	$920.00	Total:	$46,000.00
99	Extra-Depth Clean-Out Stack per City Standard Detail with Fittings and Box (Non-Paved Area)					
	Quantity: 20	UOM: Each	Price:	$1,150.00	Total:	$23,000.00
100	Standard Clean-out Stack per City Standard Detail with Fittings, Boot and Cover (Paved Area)					
	Quantity: 10	UOM: Each	Price:	$1,050.00	Total:	$10,500.00

101	Extra-Depth Clean-out Stack per City Standard Detail with Fittings, Boot and Cover (Paved Area)					
	Quantity: 5	UOM: Each		Price: $1,250.00	Total:	$6,250.00
102	Concrete Encasement for Utility					
	Quantity: 250	UOM: Linear Foot		Price: $105.00	Total:	$26,250.00
103	Sawcut for Utility Trench 0 to 500LF					
	Quantity: 2500	UOM: Linear Foot		Price: $3.95	Total:	$9,875.00
104	Removal and Disposal of Concrete Rubble and Spoils					
	Quantity: 5	UOM: Linear Foot		Price: $21.00	Total:	$105.00
105	Flowable Fill Trench Repair for Temporary Drive Surface without Steel					
	Quantity: 100	UOM: Linear Foot		Price: $2,100.00	Total:	$210,000.00
106	Concrete Paving Repairs for Public Street Paving with Reinforcement and Finish Per City Standard, 4,500PSI Concrete - Patch Less Than 1 Panel					
	Quantity: 120	UOM: Square Yard		Price: $285.00	Total:	$34,200.00
107	Concrete Paving Repairs for Public Street Paving with Reinforcement and Finish Per City Standard, 4,500PSI Concrete - Panel Replacement (Up to 5 Panels)					
	Quantity: 25	UOM: Each		Price: $6,500.00	Total:	$162,500.00
108	Concrete paving Repairs for Private Parking Lot/Drive with Reinforcement and Finish Per Standard or Equal to Existing, 4,500PSI Concrete - Panel Replacement (Up To 5 Panels)					
	Quantity: 20	UOM: Each		Price: $6,300.00	Total:	$126,000.00
109	Concrete Drive for SFR Remove and Replace, with Reinforcement and Finish Per Standard or Equal to Existing, 4,500PSI Concrete					
	Quantity: 60	UOM: Each		Price: $6,300.00	Total:	$378,000.00
110	Remove and Replace Existing Reinforced Concrete Sidewalk, Sawcut and Remove, Replace as Pre-construction Condition, 0 to 4SY					
	Quantity: 20	UOM: Square Yard		Price: $250.00	Total:	$5,000.00
111	Remove and Replace Existing Reinforced Concrete Sidewalk, Sawcut and Remove, Replace as Pre-construction Condition, 11 to 20SY					
	Quantity: 60	UOM: Square Yard		Price: $210.00	Total:	$12,600.00
112	Remove and Replace Existing Reinforced Concrete Sidewalk, Sawcut and Remove, Replace as Pre-construction Condition, 21 to 40SY					
	Quantity: 75	UOM: Square Yard		Price: $195.00	Total:	$14,625.00
113	Asphalt Paving Repairs for Public Street Paving, Finish Per City Standard					
	Quantity: 15	UOM: Ton		Price: $425.00	Total:	$6,375.00

114	Asphalt Paving Repairs for Private Paving, Finish Per City Standard or Equal to Pre-construction Condition					
	Quantity: 10	UOM: Ton	Price:	$420.00	Total:	$4,200.00
115	Remove and Replace Concrete Curb and Gutter for Asphalt Roadway per City Standard Detail					
	Quantity: 500	UOM: Square Yard	Price:	$75.00	Total:	$37,500.00
116	Block Sod, Fertilize, Maintain, and Water Disturbed Area 10 to 100SY					
	Quantity: 500	UOM: Square Yard	Price:	$15.00	Total:	$7,500.00
117	Block Sod, Fertilize, Maintain, and Water Disturbed Area 101 to 500SY					
	Quantity: 700	UOM: Square Yard	Price:	$10.00	Total:	$7,000.00
118	Block Sod, Fertilize, Maintain, and Water Disturbed Area 501 to 900SY					
	Quantity: 900	UOM: Square Yard	Price:	$10.00	Total:	$9,000.00
119	Top Soil 10 to 100SY					
	Quantity: 500	UOM: Square Yard	Price:	$7.00	Total:	$3,500.00
120	Top Soil 101 to 500SY					
	Quantity: 700	UOM: Square Yard	Price:	$7.00	Total:	$4,900.00
121	Top Soil 501 to 900SY					
	Quantity: 900	UOM: Square Yard	Price:	$7.00	Total:	$6,300.00
122	12" Minimum Grouted Rock Rip-Rap Slope Protection					
	Quantity: 150	UOM: Cubic Yard	Price:	$275.00	Total:	$41,250.00
123	Hydro Mulch and Seed Area of Disturbance and Water as Needed (Where block sod not used)					
	Quantity: 1200	UOM: Square Yard	Price:	$4.50	Total:	$5,400.00
124	3/4-1" Emergency Water Service Line Replacement 0-10 feet deep short side					
	Quantity: 20	UOM: Each	Price:	$2,500.00	Total:	$50,000.00
	Item Notes: ALL EMERGENCY REPAIRS SHALL HAVE A RESPONSE TIME OF NO MORE THAN 2 HOURS TO HAVE A COMPLETE REPAIR CREW ONSITE FROM THE INITIAL CALL FOR SERVICES					
125	2" Emergency Water Main Repair 0-10 Feet Deep					
	Quantity: 10	UOM: Each	Price:	$2,800.00	Total:	$28,000.00
	Item Notes: ALL EMERGENCY REPAIRS SHALL HAVE A RESPONSE TIME OF NO MORE THAN 2 HOURS TO HAVE A COMPLETE REPAIR CREW ONSITE FROM THE INITIAL CALL FOR SERVICES					
126	4" Emergency Water Main Repair 0-10 Feet Deep					
	Quantity: 10	UOM: Each	Price:	$3,500.00	Total:	$35,000.00
	Item Notes: ALL EMERGENCY REPAIRS SHALL HAVE A RESPONSE TIME OF NO MORE THAN 2 HOURS TO HAVE A COMPLETE REPAIR CREW ONSITE FROM THE INITIAL CALL FOR SERVICES					

127 6" Emergency Water Main Repair 0-10 Feet Deep

Quantity: 10 UOM: Each Price: $3,500.00 Total: $35,000.00

Item Notes: ALL EMERGENCY REPAIRS SHALL HAVE A RESPONSE TIME OF NO MORE THAN 2 HOURS TO HAVE A COMPLETE REPAIR CREW ONSITE FROM THE INITIAL CALL FOR SERVICES

128 8" Emergency Water Main Repair 0-10 Feet Deep

Quantity: 10 UOM: Each Price: $3,800.00 Total: $38,000.00

Item Notes: ALL EMERGENCY REPAIRS SHALL HAVE A RESPONSE TIME OF NO MORE THAN 2 HOURS TO HAVE A COMPLETE REPAIR CREW ONSITE FROM THE INITIAL CALL FOR SERVICES

129 12" Emergency Water Main Repair 0-10 Feet Deep

Quantity: 10 UOM: Each Price: $4,200.00 Total: $42,000.00

Item Notes: ALL EMERGENCY REPAIRS SHALL HAVE A RESPONSE TIME OF NO MORE THAN 2 HOURS TO HAVE A COMPLETE REPAIR CREW ONSITE FROM THE INITIAL CALL FOR SERVICES

130 16" Emergency Water Main Repair 0-10 Feet Deep

Quantity: 10 UOM: Each Price: $4,500.00 Total: $45,000.00

Item Notes: ALL EMERGENCY REPAIRS SHALL HAVE A RESPONSE TIME OF NO MORE THAN 2 HOURS TO HAVE A COMPLETE REPAIR CREW ONSITE FROM THE INITIAL CALL FOR SERVICES

131 2" Emergency Water Main Repair 10-15 Feet Deep

Quantity: 10 UOM: Each Price: $2,800.00 Total: $28,000.00

Item Notes: ALL EMERGENCY REPAIRS SHALL HAVE A RESPONSE TIME OF NO MORE THAN 2 HOURS TO HAVE A COMPLETE REPAIR CREW ONSITE FROM THE INITIAL CALL FOR SERVICES

132 4" Emergency Water Main Repair 10-15 Feet Deep

Quantity: 10 UOM: Each Price: $3,200.00 Total: $32,000.00

Item Notes: ALL EMERGENCY REPAIRS SHALL HAVE A RESPONSE TIME OF NO MORE THAN 2 HOURS TO HAVE A COMPLETE REPAIR CREW ONSITE FROM THE INITIAL CALL FOR SERVICES

133 6" Emergency Water Main Repair 10-15 Feet Deep

Quantity: 10 UOM: Each Price: $3,500.00 Total: $35,000.00

Item Notes: ALL EMERGENCY REPAIRS SHALL HAVE A RESPONSE TIME OF NO MORE THAN 2 HOURS TO HAVE A COMPLETE REPAIR CREW ONSITE FROM THE INITIAL CALL FOR SERVICES

134 8" Emergency Water Main Repair 10-15 Feet Deep

Quantity: 10 UOM: Each Price: $4,200.00 Total: $42,000.00

Item Notes: ALL EMERGENCY REPAIRS SHALL HAVE A RESPONSE TIME OF NO MORE THAN 2 HOURS TO HAVE A COMPLETE REPAIR CREW ONSITE FROM THE INITIAL CALL FOR SERVICES

135 12" Emergency Water Main Repair 10-15 Feet Deep

Quantity: 10 UOM: Each Price: $4,500.00 Total: $45,000.00

Item Notes: ALL EMERGENCY REPAIRS SHALL HAVE A RESPONSE TIME OF NO MORE THAN 2 HOURS TO HAVE A COMPLETE REPAIR CREW ONSITE FROM THE INITIAL CALL FOR SERVICES

136 16" Emergency Water Main Repair 10-15 Feet Deep

Quantity: 10 UOM: Each Price: $6,500.00 Total: $65,000.00

Item Notes: ALL EMERGENCY REPAIRS SHALL HAVE A RESPONSE TIME OF NO MORE THAN 2 HOURS TO HAVE A COMPLETE REPAIR CREW ONSITE FROM THE INITIAL CALL FOR SERVICES

137 3/4" Emergency Water Service Line Replacement 0-10 Feet Deep 0-35 lf

Quantity: 10 UOM: Each Price: $2,500.00 Total: $25,000.00

Item Notes: ALL EMERGENCY REPAIRS SHALL HAVE A RESPONSE TIME OF NO MORE THAN 2 HOURS TO HAVE A COMPLETE REPAIR CREW ONSITE FROM THE INITIAL CALL FOR SERVICES

138 1" Emergency Water Service Line Replacement 0-10 Feet Deep 0-35 lf

Quantity: 10 UOM: Each Price: $2,500.00 Total: $25,000.00

Item Notes: ALL EMERGENCY REPAIRS SHALL HAVE A RESPONSE TIME OF NO MORE THAN 2 HOURS TO HAVE A COMPLETE REPAIR CREW ONSITE FROM THE INITIAL CALL FOR SERVICES

139 1 1/2" Emergency Water Service Line Replacement 0-10 Feet Deep 0-35 lf

Quantity: 10 UOM: Each Price: $3,200.00 Total: $32,000.00

Item Notes: ALL EMERGENCY REPAIRS SHALL HAVE A RESPONSE TIME OF NO MORE THAN 2 HOURS TO HAVE A COMPLETE REPAIR CREW ONSITE FROM THE INITIAL CALL FOR SERVICES

140 2" Emergency Water Line Service Repair 0-10 Feet Deep

Quantity: 10 UOM: Each Price: $3,500.00 Total: $35,000.00

Item Notes: ALL EMERGENCY REPAIRS SHALL HAVE A RESPONSE TIME OF NO MORE THAN 2 HOURS TO HAVE A COMPLETE REPAIR CREW ONSITE FROM THE INITIAL CALL FOR SERVICES

141 2 1/2" Emergency Water Line Service Repair 0-10 Feet Deep

Quantity: 10 UOM: Each Price: $3,800.00 Total: $38,000.00

Item Notes: ALL EMERGENCY REPAIRS SHALL HAVE A RESPONSE TIME OF NO MORE THAN 2 HOURS TO HAVE A COMPLETE REPAIR CREW ONSITE FROM THE INITIAL CALL FOR SERVICES

142 4" Emergency Sewer Service Line Repair 0-10 Feet Deep

Quantity: 10 UOM: Each Price: $3,500.00 Total: $35,000.00

Item Notes: ALL EMERGENCY REPAIRS SHALL HAVE A RESPONSE TIME OF NO MORE THAN 2 HOURS TO HAVE A COMPLETE REPAIR CREW ONSITE FROM THE INITIAL CALL FOR SERVICES

143 4" Emergency Sewer Service Line Repair 10-15 Feet Deep

Quantity: 10 UOM: Each Price: $3,800.00 Total: $38,000.00

Item Notes: ALL EMERGENCY REPAIRS SHALL HAVE A RESPONSE TIME OF NO MORE THAN 2 HOURS TO HAVE A COMPLETE REPAIR CREW ONSITE FROM THE INITIAL CALL FOR SERVICES

144 4" Emergency Sewer Service Line Repair 15+ Feet Deep

Quantity: 10 UOM: Each Price: $3,500.00 Total: $35,000.00

Item Notes: ALL EMERGENCY REPAIRS SHALL HAVE A RESPONSE TIME OF NO MORE THAN 2 HOURS TO HAVE A COMPLETE REPAIR CREW ONSITE FROM THE INITIAL CALL FOR SERVICES

145 6" Emergency Sewer Main Repair 0-10 Feet Deep

Quantity: 10 UOM: Each Price: $3,500.00 Total: $35,000.00

Item Notes: ALL EMERGENCY REPAIRS SHALL HAVE A RESPONSE TIME OF NO MORE THAN 2 HOURS TO HAVE A COMPLETE REPAIR CREW ONSITE FROM THE INITIAL CALL FOR SERVICES

146 6" Emergency Sewer Main Repair 10-15 Feet Deep

Quantity: 10 UOM: Each Price: $3,800.00 Total: $38,000.00

Item Notes: ALL EMERGENCY REPAIRS SHALL HAVE A RESPONSE TIME OF NO MORE THAN 2 HOURS TO HAVE A COMPLETE REPAIR CREW ONSITE FROM THE INITIAL CALL FOR SERVICES

147 6" Emergency Sewer Main Repair 15+ Feet Deep

Quantity: 10 UOM: Each Price: $4,200.00 Total: $42,000.00

Item Notes: ALL EMERGENCY REPAIRS SHALL HAVE A RESPONSE TIME OF NO MORE THAN 2 HOURS TO HAVE A COMPLETE REPAIR CREW ONSITE FROM THE INITIAL CALL FOR SERVICES

148 8" Emergency Sewer Main Repair 0-10 Feet Deep

Quantity: 10 UOM: Each Price: $4,200.00 Total: $42,000.00

Item Notes: ALL EMERGENCY REPAIRS SHALL HAVE A RESPONSE TIME OF NO MORE THAN 2 HOURS TO HAVE A COMPLETE REPAIR CREW ONSITE FROM THE INITIAL CALL FOR SERVICES

149 8" Emergency Sewer Main Repair 10-15 Feet Deep

Quantity: 10 UOM: Each Price: $4,200.00 Total: $42,000.00

Item Notes: ALL EMERGENCY REPAIRS SHALL HAVE A RESPONSE TIME OF NO MORE THAN 2 HOURS TO HAVE A COMPLETE REPAIR CREW ONSITE FROM THE INITIAL CALL FOR SERVICES

150 8" Emergency Sewer Main Repair 15+ Feet Deep

Quantity: 10 UOM: Each Price: $4,500.00 Total: $45,000.00

Item Notes: ALL EMERGENCY REPAIRS SHALL HAVE A RESPONSE TIME OF NO MORE THAN 2 HOURS TO HAVE A COMPLETE REPAIR CREW ONSITE FROM THE INITIAL CALL FOR SERVICES

151 10" Emergency Sewer Main Repair 0-10 Feet Deep

Quantity: 5 UOM: Each Price: $4,800.00 Total: $24,000.00

Item Notes: ALL EMERGENCY REPAIRS SHALL HAVE A RESPONSE TIME OF NO MORE THAN 2 HOURS TO HAVE A COMPLETE REPAIR CREW ONSITE FROM THE INITIAL CALL FOR SERVICES

152 10" Emergency Sewer Main Repair 10-15 Feet Deep

Quantity: 5 UOM: Each Price: $5,200.00 Total: $26,000.00

Item Notes: ALL EMERGENCY REPAIRS SHALL HAVE A RESPONSE TIME OF NO MORE THAN 2 HOURS TO HAVE A COMPLETE REPAIR CREW ONSITE FROM THE INITIAL CALL FOR SERVICES

153 12" Emergency Sewer Main Repair 0-10 Feet Deep

Quantity: 5 UOM: Each Price: $6,500.00 Total: $32,500.00

Item Notes: ALL EMERGENCY REPAIRS SHALL HAVE A RESPONSE TIME OF NO MORE THAN 2 HOURS TO HAVE A COMPLETE REPAIR CREW ONSITE FROM THE INITIAL CALL FOR SERVICES

154 12" Emergency Sewer Main Repair 10-15 Feet Deep

Quantity: 5 UOM: Each Price: $6,800.00 Total: $34,000.00

Item Notes: ALL EMERGENCY REPAIRS SHALL HAVE A RESPONSE TIME OF NO MORE THAN 2 HOURS TO HAVE A COMPLETE REPAIR CREW ONSITE FROM THE INITIAL CALL FOR SERVICES

155 12" Emergency Sewer Main Repair 15+ Feet Deep

Quantity: 5 UOM: Each Price: $6,800.00 Total: $34,000.00

Item Notes: ALL EMERGENCY REPAIRS SHALL HAVE A RESPONSE TIME OF NO MORE THAN 2 HOURS TO HAVE A COMPLETE REPAIR CREW ONSITE FROM THE INITIAL CALL FOR SERVICES

156	15" Emergency Sewer Main Repair 0-10 Feet Deep					
	Quantity: 5	UOM: Each	Price:	$6,900.00	Total:	$34,500.00
	Item Notes: ALL EMERGENCY REPAIRS SHALL HAVE A RESPONSE TIME OF NO MORE THAN 2 HOURS TO HAVE A COMPLETE REPAIR CREW ONSITE FROM THE INITIAL CALL FOR SERVICES					
157	15" Emergency Sewer Main Repair 10-15 Feet Deep					
	Quantity: 5	UOM: Each	Price:	$7,200.00	Total:	$36,000.00
	Item Notes: ALL EMERGENCY REPAIRS SHALL HAVE A RESPONSE TIME OF NO MORE THAN 2 HOURS TO HAVE A COMPLETE REPAIR CREW ONSITE FROM THE INITIAL CALL FOR SERVICES					
158	15" Emergency Sewer Main Repair 15+ Feet Deep					
	Quantity: 5	UOM: Each	Price:	$7,200.00	Total:	$36,000.00
	Item Notes: ALL EMERGENCY REPAIRS SHALL HAVE A RESPONSE TIME OF NO MORE THAN 2 HOURS TO HAVE A COMPLETE REPAIR CREW ONSITE FROM THE INITIAL CALL FOR SERVICES					
159	24" Emergency Sewer Main Repair 0-10 Feet Deep					
	Quantity: 5	UOM: Each	Price:	$8,500.00	Total:	$42,500.00
	Item Notes: ALL EMERGENCY REPAIRS SHALL HAVE A RESPONSE TIME OF NO MORE THAN 2 HOURS TO HAVE A COMPLETE REPAIR CREW ONSITE FROM THE INITIAL CALL FOR SERVICES					
160	24" Emergency Sewer Main Repair 10-15 Feet Deep					
	Quantity: 5	UOM: Each	Price:	$8,900.00	Total:	$44,500.00
	Item Notes: ALL EMERGENCY REPAIRS SHALL HAVE A RESPONSE TIME OF NO MORE THAN 2 HOURS TO HAVE A COMPLETE REPAIR CREW ONSITE FROM THE INITIAL CALL FOR SERVICES					
161	24" Emergency Sewer Main Repair 15+ Feet Deep					
	Quantity: 5	UOM: Each	Price:	$9,000.00	Total:	$45,000.00
	Item Notes: ALL EMERGENCY REPAIRS SHALL HAVE A RESPONSE TIME OF NO MORE THAN 2 HOURS TO HAVE A COMPLETE REPAIR CREW ONSITE FROM THE INITIAL CALL FOR SERVICES					

Response Total: $9,694,210.00

Event Number	2022-07	**Organization**	Lancaster Purchasing
Event Title	Water & Wastewater Repair & Replacemen	**Workgroup**	Purchasing
Event Description	The intent of this bid is to acquire a vendor	**Event Owner**	Cheryl Womble
Event Type	RFB	**Email**	cwomble@lancaster-tx.com
Issue Date	4/4/2022 08:01:00 AM (CT)	**Phone**	(972) 218-1329
Close Date	4/22/2022 03:00:00 PM (CT)	**Fax**	(972) 218-3621

Responding Supplier	City	State	Response Submitted	Lines Responded	Response Total
ATKINS BROS. EQUIP. CO., INC	Midlothian	TX	4/18/2022 11:37:17 AM (CT)	161	$6,997,326.00
QKB Inc	Cedar Hill	TX	4/15/2022 05:23:46 PM (CT)	161	$9,694,210.00

Please note: Lines Responded and Response Total only includes responses to specification. No alternate response data is included.

1	Site Preparation and Mobilization						
	Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes
	QKB Inc	5	Lump Sum		$4,250.00	$21,250.00	
	ATKINS BROS. EQUIP. CO., INC	5	Lump Sum		$5,000.00	$25,000.00	

2	Conditions Survey to Include Photographic/Video of Pre- and Post project conditions						
	Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes
	ATKINS BROS. EQUIP. CO., INC	5	Lump Sum		$300.00	$1,500.00	
	QKB Inc	5	Lump Sum		$450.00	$2,250.00	

3	Maintain Property Access						
	Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes
	ATKINS BROS. EQUIP. CO., INC	5	Lump Sum		$300.00	$1,500.00	
	QKB Inc	5	Lump Sum		$500.00	$2,500.00	

4	SWPPP - Erosion Control with Silt Fence and Inlet Protection as Needed Per City Standards						
	Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes
	QKB Inc	5	Lump Sum		$2.00	$10.00	
	ATKINS BROS. EQUIP. CO., INC	5	Lump Sum		$300.00	$1,500.00	

5	Traffic Control - Involving Major Thoroughfare						
	Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes
	ATKINS BROS. EQUIP. CO., INC	1	Lump Sum		$500.00	$500.00	
	QKB Inc	1	Lump Sum		$6,500.00	$6,500.00	

6	Traffic Control - Involving Arterial, Divided Roadway or M5U						
	Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes
	ATKINS BROS. EQUIP. CO., INC	2	Lump Sum		$1,000.00	$2,000.00	
	QKB Inc	2	Lump Sum		$3,500.00	$7,000.00	

7	Traffic Control - Involving Local Road						
	Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes
	ATKINS BROS. EQUIP. CO., INC	5	Lump Sum		$300.00	$1,500.00	
	QKB Inc	5	Lump Sum		$3,500.00	$17,500.00	

8	Trench Safety - 0 to 750LF						
	Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes
	ATKINS BROS. EQUIP. CO., INC	3000	Linear Foo		$0.10	$300.00	

QKB Inc	3000	Linear Foot		$2.50	$7,500.00	

9	Trench Safety - 751 to 1100LF						
	Supplier	**QTY**	**UOM**	**Estimated**	**Price**	**Extended**	**Supplier Notes**
	ATKINS BROS. EQUIP. CO., INC	4000	Linear Foot		$0.10	$400.00	
	QKB Inc	4000	Linear Foot		$2.50	$10,000.00	

10	Trench Safety - 1100 to 2500LF						
	Supplier	**QTY**	**UOM**	**Estimated**	**Price**	**Extended**	**Supplier Notes**
	ATKINS BROS. EQUIP. CO., INC	5000	Linear Foot		$0.10	$500.00	
	QKB Inc	5000	Linear Foot		$2.50	$12,500.00	

11	Cut Plug Existing 6" Water Main						
	Supplier	**QTY**	**UOM**	**Estimated**	**Price**	**Extended**	**Supplier Notes**
	ATKINS BROS. EQUIP. CO., INC	15	Each		$1,000.00	$15,000.00	
	QKB Inc	15	Each		$2,100.00	$31,500.00	

12	Connect to Ex. 6" Water Main Complete with Fittings and Blocking as Needed						
	Supplier	**QTY**	**UOM**	**Estimated**	**Price**	**Extended**	**Supplier Notes**
	ATKINS BROS. EQUIP. CO., INC	15	Each		$3,000.00	$45,000.00	
	QKB Inc	15	Each		$4,200.00	$63,000.00	

13	Connect to Ex. 8" Water Main Complete with Fittings and Blocking as Needed						
	Supplier	**QTY**	**UOM**	**Estimated**	**Price**	**Extended**	**Supplier Notes**
	ATKINS BROS. EQUIP. CO., INC	12	Each		$4,000.00	$48,000.00	
	QKB Inc	12	Each		$5,150.00	$61,800.00	

14	Connect to Ex. 12" Water Main Complete with Fittings and Blocking as Needed						
	Supplier	**QTY**	**UOM**	**Estimated**	**Price**	**Extended**	**Supplier Notes**
	ATKINS BROS. EQUIP. CO., INC	10	Each		$5,000.00	$50,000.00	
	QKB Inc	10	Each		$6,350.00	$63,500.00	

15	8" PVC C-900 Waterline 0 to 645LF with Compaction of Bedding and Backfill						
	Supplier	**QTY**	**UOM**	**Estimated**	**Price**	**Extended**	**Supplier Notes**
	ATKINS BROS. EQUIP. CO., INC	3000	Linear Foot		$81.00	$243,000.00	
	QKB Inc	3000	Linear Foot		$99.00	$297,000.00	

16	8" PVC C-900 Waterline 646 to 1441LF with Compaction of Bedding and Backfill						
	Supplier	**QTY**	**UOM**	**Estimated**	**Price**	**Extended**	**Supplier Notes**

ATKINS BROS. EQUIP. CO., INC	4000	Linear Foot		$81.00	$324,000.00	
QKB Inc	4000	Linear Foot		$99.00	$396,000.00	

17	8" PVC C-900 Waterline 1442 to 2235LF with Compaction of Bedding and Backfill						
	Supplier	**QTY**	**UOM**	**Estimated**	**Price**	**Extended**	**Supplier Notes**
	ATKINS BROS. EQUIP. CO., INC	5000	Linear Foot		$81.00	$405,000.00	
	QKB Inc	5000	Linear Foot		$92.00	$460,000.00	

18	Sand for Waterline Embedment 0 to 60CY						
	Supplier	**QTY**	**UOM**	**Estimated**	**Price**	**Extended**	**Supplier Notes**
	ATKINS BROS. EQUIP. CO., INC	309	Cubic Yard		$10.00	$3,090.00	
	QKB Inc	309	Cubic Yard		$50.00	$15,450.00	

19	Sand for Waterline Embedment 61 to 105CY						
	Supplier	**QTY**	**UOM**	**Estimated**	**Price**	**Extended**	**Supplier Notes**
	ATKINS BROS. EQUIP. CO., INC	412	Cubic Yard		$10.00	$4,120.00	
	QKB Inc	412	Cubic Yard		$50.00	$20,600.00	

20	Sand for Waterline Embedment 149 to 230CY						
	Supplier	**QTY**	**UOM**	**Estimated**	**Price**	**Extended**	**Supplier Notes**
	ATKINS BROS. EQUIP. CO., INC	515	Cubic Yard		$10.00	$5,150.00	
	QKB Inc	515	Cubic Yard		$50.00	$25,750.00	

21	12" PVC C-900 Waterline 0 to 290LF with Compaction of Bedding and Backfill						
	Supplier	**QTY**	**UOM**	**Estimated**	**Price**	**Extended**	**Supplier Notes**
	QKB Inc	600	Linear Foot		$115.00	$69,000.00	
	ATKINS BROS. EQUIP. CO., INC	600	Linear Foot		$115.00	$69,000.00	

22	12" PVC C-900 Waterline 291 to 700LF with Compaction of Bedding and Backfill						
	Supplier	**QTY**	**UOM**	**Estimated**	**Price**	**Extended**	**Supplier Notes**
	QKB Inc	1000	Linear Foot		$110.00	$110,000.00	
	ATKINS BROS. EQUIP. CO., INC	1000	Linear Foot		$115.00	$115,000.00	

23	12" PVC C-900 Waterline 701 to 1320LF with Compaction of Bedding and Backfill						
	Supplier	**QTY**	**UOM**	**Estimated**	**Price**	**Extended**	**Supplier Notes**
	QKB Inc	1200	Linear Foot		$105.00	$126,000.00	
	ATKINS BROS. EQUIP. CO., INC	1200	Linear Foot		$115.00	$138,000.00	

24	Sand for 12" Waterline Embedment 0 to 35CY

Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes
ATKINS BROS. EQUIP. CO., INC	73.2	Cubic Yard		$10.00	$732.00	
QKB Inc	73.2	Cubic Yard		$50.00	$3,660.00	

25 Sand for 12" Waterline Embedment 36 to 85CY

Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes
ATKINS BROS. EQUIP. CO., INC	122	Cubic Yard		$10.00	$1,220.00	
QKB Inc	122	Cubic Yard		$50.00	$6,100.00	

26 Sand for 12" Waterline Embedment 76 to 105CY

Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes
ATKINS BROS. EQUIP. CO., INC	146.4	Cubic Yard		$10.00	$1,464.00	
QKB Inc	146.4	Cubic Yard		$50.00	$7,320.00	

27 8" PVC Waterline by Bore, Pipe Material as Approved by City, Complete in Place Including Bore Pits and Grouting

Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes
ATKINS BROS. EQUIP. CO., INC	400	Linear Foot		$250.00	$100,000.00	
QKB Inc	400	Linear Foot		$420.00	$168,000.00	

28 12" PVC Waterline by Bore, Pipe Material as Approved by City, Complete in Place Including Bore Pits and Grouting

Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes
ATKINS BROS. EQUIP. CO., INC	250	Linear Foot		$250.00	$62,500.00	
QKB Inc	250	Linear Foot		$475.00	$118,750.00	

29 Install New Services and Reconnect to Meter - 1" Bullhead Service, Short 0 to 8LF with 1" Corp Stop

Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes
ATKINS BROS. EQUIP. CO., INC	50	Each		$1,100.00	$55,000.00	
QKB Inc	50	Each		$1,850.00	$92,500.00	

30 Install New Services and Reconnect to Meter - 1" Bullhead Service, Medium 9 to 20LF with 1" Corp Stop

Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes
ATKINS BROS. EQUIP. CO., INC	20	Each		$1,100.00	$22,000.00	
QKB Inc	20	Each		$1,950.00	$39,000.00	

31 Install New Services and Reconnect to Meter - 1" Bullhead Service, Long 21 to 35LF with 1" Corp Stop

Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes
ATKINS BROS. EQUIP. CO., INC	10	Each		$1,500.00	$15,000.00	
QKB Inc	10	Each		$2,250.00	$22,500.00	

32	Install New Services and Reconnect to Meter - 3/4" Service, Short 0 to 8LF with 1" Corp Stop						
	Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes
	ATKINS BROS. EQUIP. CO., INC	15	Each		$900.00	$13,500.00	
	QKB Inc	15	Each		$1,650.00	$24,750.00	

33	Install New Services and Reconnect to Meter - 3/4" Service, Medium 9 to 20LF						
	Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes
	ATKINS BROS. EQUIP. CO., INC	10	Each		$900.00	$9,000.00	
	QKB Inc	10	Each		$1,875.00	$18,750.00	

34	Install New Services and Reconnect to Meter - 3/4" Service, Long 21 to 35LF						
	Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes
	ATKINS BROS. EQUIP. CO., INC	5	Each		$1,000.00	$5,000.00	
	QKB Inc	5	Each		$2,250.00	$11,250.00	

35	3/4" Waterline Tap Saddle with Corp - On Existing PVC Waterline 12" Diameter or Less						
	Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes
	ATKINS BROS. EQUIP. CO., INC	20	Each		$900.00	$18,000.00	
	QKB Inc	20	Each		$2,100.00	$42,000.00	

36	Move Water Meter and Box, 8' Maximum, No Tap Required						
	Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes
	ATKINS BROS. EQUIP. CO., INC	5	Each		$200.00	$1,000.00	
	QKB Inc	5	Each		$990.00	$4,950.00	

37	1" Waterline Tap Saddle with Corp - On Existing PVC Waterline 12" Diameter or Less						
	Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes
	ATKINS BROS. EQUIP. CO., INC	5	Each		$950.00	$4,750.00	
	QKB Inc	5	Each		$2,250.00	$11,250.00	

38	1 1/2" Waterline Tap Saddle with Corp - On Existing PVC Waterline 12" Diameter or Less						
	Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes
	ATKINS BROS. EQUIP. CO., INC	5	Each		$2,000.00	$10,000.00	
	QKB Inc	5	Each		$2,650.00	$13,250.00	

39	2" Waterline Tap Saddle with Corp - On Existing PVC Waterline 12" Diameter or Less						
	Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes
	ATKINS BROS. EQUIP. CO., INC	5	Each		$2,300.00	$11,500.00	
	QKB Inc	5	Each		$3,450.00	$17,250.00	

40	Install Water Service by Trenchless Method, Up to 2" Service						
	Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes
	ATKINS BROS. EQUIP. CO., INC	50	Each		$2,000.00	$100,000.00	
	QKB Inc	50	Each		$3,450.00	$172,500.00	

41	Standard Water Meter Box Installed with Fittings, New						
	Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes
	ATKINS BROS. EQUIP. CO., INC	10	Each		$300.00	$3,000.00	
	QKB Inc	10	Each		$750.00	$7,500.00	

42	2" Water Meter Box Installed with Fittings, New						
	Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes
	ATKINS BROS. EQUIP. CO., INC	10	Each		$600.00	$6,000.00	
	QKB Inc	10	Each		$850.00	$8,500.00	

43	Water Meter Box Installed with Fittings, Salvage Existing						
	Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes
	ATKINS BROS. EQUIP. CO., INC	60	Each		$200.00	$12,000.00	
	QKB Inc	60	Each		$1,050.00	$63,000.00	

44	Water Meter Box Installed with Fittings, Salvage Existing						
	Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes
	QKB Inc	60	Each		$0.00	$0.00	
	ATKINS BROS. EQUIP. CO., INC	60	Each		$200.00	$12,000.00	

45	Demolition of Meter Vault						
	Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes
	ATKINS BROS. EQUIP. CO., INC	6	Lump Sum		$1,000.00	$6,000.00	
	QKB Inc	6	Lump Sum		$4,050.00	$24,300.00	

46	Precast Meter Vault (Up to 6' Depth), Furnish and Install Complete in Place, 5' x 8'						
	Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes
	ATKINS BROS. EQUIP. CO., INC	4	Each		$6,000.00	$24,000.00	
	QKB Inc	4	Each		$11,350.00	$45,400.00	

47	Precast Meter Vault (Up to 6' Depth), Furnish and Install Complete in Place, 5.5' x 8'						
	Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes
	ATKINS BROS. EQUIP. CO., INC	2	Each		$7,000.00	$14,000.00	

QKB Inc	2	Each		$12,050.00	$24,100.00

48	Precast Meter Vault Additional Depth (Above 6' depth inside, 9' Deep max.), Furnish and install Complete in Place					
Supplier	**QTY**	**UOM**	**Estimated**	**Price**	**Extended**	**Supplier Notes**
QKB Inc	6	Each		$2,650.00	$15,900.00	
ATKINS BROS. EQUIP. CO., INC	6	Each		$4,000.00	$24,000.00	

49	Compound Flow Meter, Furnish and Install Complete in Place (Meter type to meet City Standards) 3"					
Supplier	**QTY**	**UOM**	**Estimated**	**Price**	**Extended**	**Supplier Notes**
ATKINS BROS. EQUIP. CO., INC	2	Each		$4,000.00	$8,000.00	
QKB Inc	2	Each		$7,500.00	$15,000.00	

50	Compound Flow Meter, Furnish and Install Complete in Place (Meter type to meet City Standards) 4"					
Supplier	**QTY**	**UOM**	**Estimated**	**Price**	**Extended**	**Supplier Notes**
ATKINS BROS. EQUIP. CO., INC	2	Each		$8,000.00	$16,000.00	
QKB Inc	2	Each		$9,500.00	$19,000.00	

51	Turbo Flow Meter, Furnish and Install Complete in Place (Meter type to meet City Standards) 3"					
Supplier	**QTY**	**UOM**	**Estimated**	**Price**	**Extended**	**Supplier Notes**
ATKINS BROS. EQUIP. CO., INC	2	Each		$6,000.00	$12,000.00	
QKB Inc	2	Each		$18,500.00	$37,000.00	

52	Turbo Flow Meter, Furnish and Install Complete in Place (Meter type to meet City Standards) 4"					
Supplier	**QTY**	**UOM**	**Estimated**	**Price**	**Extended**	**Supplier Notes**
ATKINS BROS. EQUIP. CO., INC	2	Each		$7,000.00	$14,000.00	
QKB Inc	2	Each		$20,500.00	$41,000.00	

53	Turbo Flow Meter, Furnish and Install Complete in Place (Meter type to meet City Standards) 6"					
Supplier	**QTY**	**UOM**	**Estimated**	**Price**	**Extended**	**Supplier Notes**
ATKINS BROS. EQUIP. CO., INC	2	Each		$10,000.00	$20,000.00	
QKB Inc	2	Each		$21,500.00	$43,000.00	

54	3" Gate Valve for Meter Vault, Furnish and Install Complete in Place					
Supplier	**QTY**	**UOM**	**Estimated**	**Price**	**Extended**	**Supplier Notes**
QKB Inc	4	Each		$1,250.00	$5,000.00	
ATKINS BROS. EQUIP. CO., INC	4	Each		$6,000.00	$24,000.00	

55	4" Gate Valve for Meter Vault, Furnish and Install Complete in Place					
Supplier	**QTY**	**UOM**	**Estimated**	**Price**	**Extended**	**Supplier Notes**

QKB Inc	4	Each		$1,650.00	$6,600.00	
ATKINS BROS. EQUIP. CO., INC	4	Each		$6,000.00	$24,000.00	

56 6" Gate Valve for Meter Vault, Furnish and Install Complete in Place

Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes
QKB Inc	4	Each		$2,100.00	$8,400.00	
ATKINS BROS. EQUIP. CO., INC	4	Each		$8,000.00	$32,000.00	

57 6" tapping Sleeve for Install of Fire Hydrant (Valve Included with FH Assembly)

Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes
ATKINS BROS. EQUIP. CO., INC	4	Each		$2,000.00	$8,000.00	
QKB Inc	4	Each		$4,150.00	$16,600.00	

58 Install New FH Assembly w/6" G.V., Splash Pad, with Valve Pad as Needed

Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes
ATKINS BROS. EQUIP. CO., INC	4	Each		$6,000.00	$24,000.00	
QKB Inc	4	Each		$6,500.00	$26,000.00	

59 Salvage Re-install FH Assembly w/6" G.V. Concrete Splash Pad, Lubricate and Gasket/Seal Replacements as Needed

Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes
QKB Inc	5	Each		$2,850.00	$14,250.00	
ATKINS BROS. EQUIP. CO., INC	5	Each		$5,000.00	$25,000.00	

60 Extra Length 6" Fire Hydrant Lead 25 to 150LF, Complete with Compacted Bedding, Backfill, Fittings and Blocking as Needed

Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes
ATKINS BROS. EQUIP. CO., INC	300	Linear Foot		$70.00	$21,000.00	
QKB Inc	300	Linear Foot		$85.00	$25,500.00	

61 Cut-in of Tee, 8x8x6, With 2 Valves (1 on Run, 1 on Stub), Complete with Flanged Sleeve Fittings and Blocking as Needed

Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes
ATKINS BROS. EQUIP. CO., INC	4	Each		$7,000.00	$28,000.00	
QKB Inc	4	Each		$12,000.00	$48,000.00	

62 Cut-in of Tee, 8x8x8, With 2 Valves (1 on Run, 1 on Stub), Complete with Flanged Sleeve Fittings and Blocking as Needed

Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes
ATKINS BROS. EQUIP. CO., INC	4	Each		$8,000.00	$32,000.00	
QKB Inc	4	Each		$12,100.00	$48,400.00	

63 Cut-in of Tee, 12x12x12, With 2 Valves (1 on Run, 1 on Stub), Complete with Flanged Sleeve Fittings and Blocking as Needed

Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes
ATKINS BROS. EQUIP. CO., INC	4	Each		$10,000.00	$40,000.00	
QKB Inc	4	Each		$17,500.00	$70,000.00	

64 Adjust of Waterline Elevation Complete with Fittings and Concrete Blocking Reconnect

Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes
ATKINS BROS. EQUIP. CO., INC	5	Each		$4,000.00	$20,000.00	
QKB Inc	5	Each		$10,500.00	$52,500.00	

65 Adjust Existing Water Valve to Finished Grade with Valve Pad as

Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes
ATKINS BROS. EQUIP. CO., INC	20	Each		$300.00	$6,000.00	
QKB Inc	20	Each		$650.00	$13,000.00	

66 Rehabilitation of Meter Vault (4 to 6" Meter) to Current City Standard, to Include all Connections, Valves, and Bypass Metering

Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes
ATKINS BROS. EQUIP. CO., INC	4	Each		$2,000.00	$8,000.00	
QKB Inc	4	Each		$6,800.00	$27,200.00	

67 Rehabilitation of Meter Vault (8 to 12" Meter) to Current City Standard, to Include all Connections, Valves, and Bypass Metering

Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes
ATKINS BROS. EQUIP. CO., INC	2	Each		$2,000.00	$4,000.00	
QKB Inc	2	Each		$9,500.00	$19,000.00	

68 Remove and Replace Meter Vault with Meter (4 to 6" Meter) per City Standard, to Include all Connections, Valves, and Bypass Metering

Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes
ATKINS BROS. EQUIP. CO., INC	4	Each		$7,000.00	$28,000.00	
QKB Inc	4	Each		$32,500.00	$130,000.00	

69 Remove and Replace Meter Vault with Meter (8 to 12" Meter) per City Standard, to Include all Connections, Valves, and Bypass Metering

Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes
ATKINS BROS. EQUIP. CO., INC	4	Each		$8,000.00	$32,000.00	
QKB Inc	4	Each		$37,500.00	$150,000.00	

70 Repair/Replace Irrigation System as Needed

Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes
QKB Inc	10	Each		$500.00	$5,000.00	
ATKINS BROS. EQUIP. CO., INC	10	Each		$500.00	$5,000.00	

71	Testing and Chlorination of Watermain 0-500LF						
	Supplier	**QTY**	**UOM**	**Estimated**	**Price**	**Extended**	**Supplier Notes**
	ATKINS BROS. EQUIP. CO., INC	3000	Linear Foot		$1.00	$3,000.00	
	QKB Inc	3000	Linear Foot		$2.00	$6,000.00	

72	Testing and Chlorination of Watermain 501 to 1000LF						
	Supplier	**QTY**	**UOM**	**Estimated**	**Price**	**Extended**	**Supplier Notes**
	ATKINS BROS. EQUIP. CO., INC	4000	Linear Foot		$1.00	$4,000.00	
	QKB Inc	4000	Linear Foot		$2.00	$8,000.00	

73	Testing and Chlorination of Watermain 1001 to 1600LF						
	Supplier	**QTY**	**UOM**	**Estimated**	**Price**	**Extended**	**Supplier Notes**
	ATKINS BROS. EQUIP. CO., INC	5000	Linear Foot		$1.00	$5,000.00	
	QKB Inc	5000	Linear Foot		$2.00	$10,000.00	

74	Temporary Plug Wastewater Main for Construction						
	Supplier	**QTY**	**UOM**	**Estimated**	**Price**	**Extended**	**Supplier Notes**
	ATKINS BROS. EQUIP. CO., INC	10	Each		$100.00	$1,000.00	
	QKB Inc	10	Each		$950.00	$9,500.00	

75	Bypass Pumping of Wastewater 6" Public Main, Not to Exceed 1000LF						
	Supplier	**QTY**	**UOM**	**Estimated**	**Price**	**Extended**	**Supplier Notes**
	ATKINS BROS. EQUIP. CO., INC	25	Day		$1,000.00	$25,000.00	
	QKB Inc	25	Day		$1,250.00	$31,250.00	

76	Bypass Pumping of Wastewater 8" Public Main, Not to Exceed 1000LF						
	Supplier	**QTY**	**UOM**	**Estimated**	**Price**	**Extended**	**Supplier Notes**
	ATKINS BROS. EQUIP. CO., INC	30	Day		$1,000.00	$30,000.00	
	QKB Inc	30	Day		$1,450.00	$43,500.00	

77	Bypass Pumping of Wastewater 10" Public Main, Not to Exceed 1000LF						
	Supplier	**QTY**	**UOM**	**Estimated**	**Price**	**Extended**	**Supplier Notes**
	ATKINS BROS. EQUIP. CO., INC	20	Day		$1,000.00	$20,000.00	
	QKB Inc	20	Day		$1,700.00	$34,000.00	

78	Bypass Pumping of Wastewater 12" Public Main, Not to Exceed 1000LF						
	Supplier	**QTY**	**UOM**	**Estimated**	**Price**	**Extended**	**Supplier Notes**
	ATKINS BROS. EQUIP. CO., INC	15	Day		$1,000.00	$15,000.00	
	QKB Inc	15	Day		$1,850.00	$27,750.00	

79	Bypass Pumping of Wastewater Public Main Greater Than 12" Main, Not to Exceed 1000LF						
	Supplier	**QTY**	**UOM**	**Estimated**	**Price**	**Extended**	**Supplier Notes**
	ATKINS BROS. EQUIP. CO., INC	20	Day		$1,000.00	$20,000.00	
	QKB Inc	20	Day		$2,950.00	$59,000.00	

80	Wastewater Pipe Bursting from 6" to 8" Trenchless Placement, Reconnect all Services and Address Flow Issues Included. 300LF Max						
	Supplier	**QTY**	**UOM**	**Estimated**	**Price**	**Extended**	**Supplier Notes**
	ATKINS BROS. EQUIP. CO., INC	1500	Linear Foot		$150.00	$225,000.00	
	QKB Inc	1500	Linear Foot		$335.00	$502,500.00	

81	Wastewater Pipe Bursting from 8" to 10" Trenchless Placement, Reconnect all Services and Address Flow Issues Included. 300LF Max						
	Supplier	**QTY**	**UOM**	**Estimated**	**Price**	**Extended**	**Supplier Notes**
	ATKINS BROS. EQUIP. CO., INC	1500	Linear Foot		$160.00	$240,000.00	
	QKB Inc	1500	Linear Foot		$376.00	$564,000.00	

82	Wastewater Pipe Bursting from 10" to 15" Trenchless Placement, Reconnect all Services and Address Flow Issues Included. 300LF Max						
	Supplier	**QTY**	**UOM**	**Estimated**	**Price**	**Extended**	**Supplier Notes**
	ATKINS BROS. EQUIP. CO., INC	1500	Linear Foot		$180.00	$270,000.00	
	QKB Inc	1500	Linear Foot		$420.00	$630,000.00	

83	New 4' Dia. MH - Standard Depth Less than 10 Feet Deep from Finished Grade						
	Supplier	**QTY**	**UOM**	**Estimated**	**Price**	**Extended**	**Supplier Notes**
	ATKINS BROS. EQUIP. CO., INC	5	Each		$8,000.00	$40,000.00	
	QKB Inc	5	Each		$9,500.00	$47,500.00	

84	New 5' Dia. MH - Greater than 10 Feet Deep to 18 Feet						
	Supplier	**QTY**	**UOM**	**Estimated**	**Price**	**Extended**	**Supplier Notes**
	QKB Inc	4	Each		$10,500.00	$42,000.00	
	ATKINS BROS. EQUIP. CO., INC	4	Each		$20,000.00	$80,000.00	

85	New 5' Dia. MH - Greater than 10 Feet Deep to 18 to 25 Feet						
	Supplier	**QTY**	**UOM**	**Estimated**	**Price**	**Extended**	**Supplier Notes**
	QKB Inc	2	Each		$20,500.00	$41,000.00	
	ATKINS BROS. EQUIP. CO., INC	2	Each		$30,000.00	$60,000.00	

86	4" PVC SDR-35 Wastewater New Services Reconnect per City Standard						
	Supplier	**QTY**	**UOM**	**Estimated**	**Price**	**Extended**	**Supplier Notes**
	ATKINS BROS. EQUIP. CO., INC	50	Each		$1,100.00	$55,000.00	

QKB Inc	50	Each		$2,050.00	$102,500.00

87	4" PVC SDR-35 Extra Length Wastewater New Services Reconnect per City Standard					
Supplier	**QTY**	**UOM**	**Estimated**	**Price**	**Extended**	**Supplier Notes**
ATKINS BROS. EQUIP. CO., INC	30	Each		$1,200.00	$36,000.00	
QKB Inc	30	Each		$3,400.00	$102,000.00	

88	4" PVC SDR-35 Extra Depth Wastewater New Services Reconnect per City Standard					
Supplier	**QTY**	**UOM**	**Estimated**	**Price**	**Extended**	**Supplier Notes**
ATKINS BROS. EQUIP. CO., INC	20	Each		$1,200.00	$24,000.00	
QKB Inc	20	Each		$3,450.00	$69,000.00	

89	8" PVC SDR-35 Wastewater 0 to 296LF By Open Cut with Compaction of Bedding and Backfill					
Supplier	**QTY**	**UOM**	**Estimated**	**Price**	**Extended**	**Supplier Notes**
QKB Inc	1200	Linear Foot		$95.00	$114,000.00	
ATKINS BROS. EQUIP. CO., INC	1200	Linear Foot		$120.00	$144,000.00	

90	8" PVC SDR-35 Wastewater 297 to 733LF By Open Cut with Compaction of Bedding and Backfill					
Supplier	**QTY**	**UOM**	**Estimated**	**Price**	**Extended**	**Supplier Notes**
QKB Inc	1400	Linear Foot		$95.00	$133,000.00	
ATKINS BROS. EQUIP. CO., INC	1400	Linear Foot		$120.00	$168,000.00	

91	8" PVC SDR-35 Wastewater 734 to 1585LF By Open Cut with Compaction of Bedding and Backfill					
Supplier	**QTY**	**UOM**	**Estimated**	**Price**	**Extended**	**Supplier Notes**
QKB Inc	2000	Linear Foot		$92.00	$184,000.00	
ATKINS BROS. EQUIP. CO., INC	2000	Linear Foot		$120.00	$240,000.00	

92	10" PVC SDR-35 0 to 296LF By Open Cut with Compaction of Bedding and Backfill					
Supplier	**QTY**	**UOM**	**Estimated**	**Price**	**Extended**	**Supplier Notes**
QKB Inc	1000	Linear Foot		$105.00	$105,000.00	
ATKINS BROS. EQUIP. CO., INC	1000	Linear Foot		$170.00	$170,000.00	

93	10" PVC SDR-35 734 to 1585LF By Open Cut with Compaction of Bedding and Backfill					
Supplier	**QTY**	**UOM**	**Estimated**	**Price**	**Extended**	**Supplier Notes**
QKB Inc	1585	Linear Foot		$99.00	$156,915.00	
ATKINS BROS. EQUIP. CO., INC	1585	Linear Foot		$170.00	$269,450.00	

94	12" PVC SDR-35 0 to 381LF By Open Cut with Compaction of Bedding and Backfill					
Supplier	**QTY**	**UOM**	**Estimated**	**Price**	**Extended**	**Supplier Notes**

QKB Inc	1000	Linear Foot		$115.00	$115,000.00	
ATKINS BROS. EQUIP. CO., INC	1000	Linear Foot		$210.00	$210,000.00	

95	12" PVC SDR-35 382 to 782LF By Open Cut with Compaction of Bedding and Backfill						
	Supplier	**QTY**	**UOM**	**Estimated**	**Price**	**Extended**	**Supplier Notes**
	QKB Inc	1200	Linear Foot		$110.00	$132,000.00	
	ATKINS BROS. EQUIP. CO., INC	1200	Linear Foot		$210.00	$252,000.00	

96	12" PVC SDR-35 783 to 1585LF By Open Cut with Compaction of Bedding and Backfill						
	Supplier	**QTY**	**UOM**	**Estimated**	**Price**	**Extended**	**Supplier Notes**
	QKB Inc	1585	Linear Foot		$105.00	$166,425.00	
	ATKINS BROS. EQUIP. CO., INC	1585	Linear Foot		$210.00	$332,850.00	

97	Extra Depth Trench for Wastewater Main By Open Cut when Greater than 10 Feet Deep						
	Supplier	**QTY**	**UOM**	**Estimated**	**Price**	**Extended**	**Supplier Notes**
	QKB Inc	250	Linear Foot		$140.00	$35,000.00	
	ATKINS BROS. EQUIP. CO., INC	250	Linear Foot		$550.00	$137,500.00	

98	Standard Clean-out Stack per City Standard Detail with Fittings and Box (Non-Paved Area)						
	Supplier	**QTY**	**UOM**	**Estimated**	**Price**	**Extended**	**Supplier Notes**
	ATKINS BROS. EQUIP. CO., INC	50	Each		$209.00	$10,450.00	
	QKB Inc	50	Each		$920.00	$46,000.00	

99	Extra-Depth Clean-Out Stack per City Standard Detail with Fittings and Box (Non-Paved Area)						
	Supplier	**QTY**	**UOM**	**Estimated**	**Price**	**Extended**	**Supplier Notes**
	ATKINS BROS. EQUIP. CO., INC	20	Each		$380.00	$7,600.00	
	QKB Inc	20	Each		$1,150.00	$23,000.00	

100	Standard Clean-out Stack per City Standard Detail with Fittings, Boot and Cover (Paved Area)						
	Supplier	**QTY**	**UOM**	**Estimated**	**Price**	**Extended**	**Supplier Notes**
	ATKINS BROS. EQUIP. CO., INC	10	Each		$400.00	$4,000.00	
	QKB Inc	10	Each		$1,050.00	$10,500.00	

101	Extra-Depth Clean-out Stack per City Standard Detail with Fittings, Boot and Cover (Paved Area)						
	Supplier	**QTY**	**UOM**	**Estimated**	**Price**	**Extended**	**Supplier Notes**
	ATKINS BROS. EQUIP. CO., INC	5	Each		$300.00	$1,500.00	
	QKB Inc	5	Each		$1,250.00	$6,250.00	

102	Concrete Encasement for Utility

Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes
QKB Inc	250	Linear Foot		$105.00	$26,250.00	
ATKINS BROS. EQUIP. CO., INC	250	Linear Foot		$360.00	$90,000.00	

103 Sawcut for Utility Trench 0 to 500LF

Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes
QKB Inc	2500	Linear Foot		$3.95	$9,875.00	
ATKINS BROS. EQUIP. CO., INC	2500	Linear Foot		$50.00	$125,000.00	

104 Removal and Disposal of Concrete Rubble and Spoils

Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes
QKB Inc	5	Linear Foot		$21.00	$105.00	
ATKINS BROS. EQUIP. CO., INC	5	Linear Foot		$250.00	$1,250.00	

105 Flowable Fill Trench Repair for Temporary Drive Surface without Steel

Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes
ATKINS BROS. EQUIP. CO., INC	100	Linear Foot		$360.00	$36,000.00	
QKB Inc	100	Linear Foot		$2,100.00	$210,000.00	

106 Concrete Paving Repairs for Public Street Paving with Reinforcement and Finish Per City Standard, 4,500PSI Concrete - Patch Less Than 1 Panel

Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes
ATKINS BROS. EQUIP. CO., INC	120	Square Yar		$240.00	$28,800.00	
QKB Inc	120	Square Yar		$285.00	$34,200.00	

107 Concrete Paving Repairs for Public Street Paving with Reinforcement and Finish Per City Standard, 4,500PSI Concrete - Panel Replacement (Up to 5 Pane

Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes
ATKINS BROS. EQUIP. CO., INC	25	Each		$380.00	$9,500.00	
QKB Inc	25	Each		$6,500.00	$162,500.00	

108 Concrete paving Repairs for Private Parking Lot/Drive with Reinforcement and Finish Per Standard or Equal to Existing, 4,500PSI Concrete - Panel Repla

Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes
ATKINS BROS. EQUIP. CO., INC	20	Each		$425.00	$8,500.00	
QKB Inc	20	Each		$6,300.00	$126,000.00	

109 Concrete Drive for SFR Remove and Replace, with Reinforcement and Finish Per Standard or Equal to Existing, 4,500PSI Concrete

Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes
ATKINS BROS. EQUIP. CO., INC	60	Each		$425.00	$25,500.00	
QKB Inc	60	Each		$6,300.00	$378,000.00	

110	Remove and Replace Existing Reinforced Concrete Sidewalk, Sawcut and Remove, Replace as Pre-construction Condition, 0 to 4SY						
	Supplier	**QTY**	**UOM**	**Estimated**	**Price**	**Extended**	**Supplier Notes**
	QKB Inc	20	Square Yar		$250.00	$5,000.00	
	ATKINS BROS. EQUIP. CO., INC	20	Square Yar		$290.00	$5,800.00	

111	Remove and Replace Existing Reinforced Concrete Sidewalk, Sawcut and Remove, Replace as Pre-construction Condition, 11 to 20SY						
	Supplier	**QTY**	**UOM**	**Estimated**	**Price**	**Extended**	**Supplier Notes**
	QKB Inc	60	Square Yar		$210.00	$12,600.00	
	ATKINS BROS. EQUIP. CO., INC	60	Square Yar		$290.00	$17,400.00	

112	Remove and Replace Existing Reinforced Concrete Sidewalk, Sawcut and Remove, Replace as Pre-construction Condition, 21 to 40SY						
	Supplier	**QTY**	**UOM**	**Estimated**	**Price**	**Extended**	**Supplier Notes**
	QKB Inc	75	Square Yar		$195.00	$14,625.00	
	ATKINS BROS. EQUIP. CO., INC	75	Square Yar		$290.00	$21,750.00	

113	Asphalt Paving Repairs for Public Street Paving, Finish Per City Standard						
	Supplier	**QTY**	**UOM**	**Estimated**	**Price**	**Extended**	**Supplier Notes**
	QKB Inc	15	Ton		$425.00	$6,375.00	
	ATKINS BROS. EQUIP. CO., INC	15	Ton		$3,400.00	$51,000.00	

114	Asphalt Paving Repairs for Private Paving, Finish Per City Standard or Equal to Pre-construction Condition						
	Supplier	**QTY**	**UOM**	**Estimated**	**Price**	**Extended**	**Supplier Notes**
	QKB Inc	10	Ton		$420.00	$4,200.00	
	ATKINS BROS. EQUIP. CO., INC	10	Ton		$3,400.00	$34,000.00	

115	Remove and Replace Concrete Curb and Gutter for Asphalt Roadway per City Standard Detail						
	Supplier	**QTY**	**UOM**	**Estimated**	**Price**	**Extended**	**Supplier Notes**
	QKB Inc	500	Square Yar		$75.00	$37,500.00	
	ATKINS BROS. EQUIP. CO., INC	500	Square Yar		$300.00	$150,000.00	

116	Block Sod, Fertilize, Maintain, and Water Disturbed Area 10 to 100SY						
	Supplier	**QTY**	**UOM**	**Estimated**	**Price**	**Extended**	**Supplier Notes**
	QKB Inc	500	Square Yar		$15.00	$7,500.00	
	ATKINS BROS. EQUIP. CO., INC	500	Square Yar		$48.00	$24,000.00	

117	Block Sod, Fertilize, Maintain, and Water Disturbed Area 101 to 500SY						
	Supplier	**QTY**	**UOM**	**Estimated**	**Price**	**Extended**	**Supplier Notes**
	QKB Inc	700	Square Yar		$10.00	$7,000.00	
	ATKINS BROS. EQUIP. CO., INC	700	Square Yar		$48.00	$33,600.00	

118	Block Sod, Fertilize, Maintain, and Water Disturbed Area 501 to 900SY						
	Supplier	**QTY**	**UOM**	**Estimated**	**Price**	**Extended**	**Supplier Notes**
	QKB Inc	900	Square Yar		$10.00	$9,000.00	
	ATKINS BROS. EQUIP. CO., INC	900	Square Yar		$48.00	$43,200.00	

119	Top Soil 10 to 100SY						
	Supplier	**QTY**	**UOM**	**Estimated**	**Price**	**Extended**	**Supplier Notes**
	QKB Inc	500	Square Yar		$7.00	$3,500.00	
	ATKINS BROS. EQUIP. CO., INC	500	Square Yar		$42.00	$21,000.00	

120	Top Soil 101 to 500SY						
	Supplier	**QTY**	**UOM**	**Estimated**	**Price**	**Extended**	**Supplier Notes**
	QKB Inc	700	Square Yar		$7.00	$4,900.00	
	ATKINS BROS. EQUIP. CO., INC	700	Square Yar		$42.00	$29,400.00	

121	Top Soil 501 to 900SY						
	Supplier	**QTY**	**UOM**	**Estimated**	**Price**	**Extended**	**Supplier Notes**
	QKB Inc	900	Square Yar		$7.00	$6,300.00	
	ATKINS BROS. EQUIP. CO., INC	900	Square Yar		$42.00	$37,800.00	

122	12" Minimum Grouted Rock Rip-Rap Slope Protection						
	Supplier	**QTY**	**UOM**	**Estimated**	**Price**	**Extended**	**Supplier Notes**
	QKB Inc	150	Cubic Yard		$275.00	$41,250.00	
	ATKINS BROS. EQUIP. CO., INC	150	Cubic Yard		$350.00	$52,500.00	

123	Hydro Mulch and Seed Area of Disturbance and Water as Needed (Where block sod not used)						
	Supplier	**QTY**	**UOM**	**Estimated**	**Price**	**Extended**	**Supplier Notes**
	QKB Inc	1200	Square Yar		$4.50	$5,400.00	
	ATKINS BROS. EQUIP. CO., INC	1200	Square Yar		$30.00	$36,000.00	

124	3/4-1" Emergency Water Service Line Replacement 0-10 feet deep short side						
	Supplier	**QTY**	**UOM**	**Estimated**	**Price**	**Extended**	**Supplier Notes**
	ATKINS BROS. EQUIP. CO., INC	20	Each		$1,200.00	$24,000.00	
	QKB Inc	20	Each		$2,500.00	$50,000.00	

125	2" Emergency Water Main Repair 0-10 Feet Deep						
	Supplier	**QTY**	**UOM**	**Estimated**	**Price**	**Extended**	**Supplier Notes**
	ATKINS BROS. EQUIP. CO., INC	10	Each		$1,300.00	$13,000.00	

QKB Inc	10	Each		$2,800.00	$28,000.00	

126 4" Emergency Water Main Repair 0-10 Feet Deep

Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes
ATKINS BROS. EQUIP. CO., INC	10	Each		$1,500.00	$15,000.00	
QKB Inc	10	Each		$3,500.00	$35,000.00	

127 6" Emergency Water Main Repair 0-10 Feet Deep

Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes
ATKINS BROS. EQUIP. CO., INC	10	Each		$1,600.00	$16,000.00	
QKB Inc	10	Each		$3,500.00	$35,000.00	

128 8" Emergency Water Main Repair 0-10 Feet Deep

Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes
ATKINS BROS. EQUIP. CO., INC	10	Each		$1,700.00	$17,000.00	
QKB Inc	10	Each		$3,800.00	$38,000.00	

129 12" Emergency Water Main Repair 0-10 Feet Deep

Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes
ATKINS BROS. EQUIP. CO., INC	10	Each		$1,900.00	$19,000.00	
QKB Inc	10	Each		$4,200.00	$42,000.00	

130 16" Emergency Water Main Repair 0-10 Feet Deep

Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes
ATKINS BROS. EQUIP. CO., INC	10	Each		$2,200.00	$22,000.00	
QKB Inc	10	Each		$4,500.00	$45,000.00	

131 2" Emergency Water Main Repair 10-15 Feet Deep

Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes
ATKINS BROS. EQUIP. CO., INC	10	Each		$1,100.00	$11,000.00	
QKB Inc	10	Each		$2,800.00	$28,000.00	

132 4" Emergency Water Main Repair 10-15 Feet Deep

Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes
ATKINS BROS. EQUIP. CO., INC	10	Each		$1,475.00	$14,750.00	
QKB Inc	10	Each		$3,200.00	$32,000.00	

133 6" Emergency Water Main Repair 10-15 Feet Deep

Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes

ATKINS BROS. EQUIP. CO., INC	10	Each		$1,500.00	$15,000.00	
QKB Inc	10	Each		$3,500.00	$35,000.00	

134 8" Emergency Water Main Repair 10-15 Feet Deep

Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes
ATKINS BROS. EQUIP. CO., INC	10	Each		$1,700.00	$17,000.00	
QKB Inc	10	Each		$4,200.00	$42,000.00	

135 12" Emergency Water Main Repair 10-15 Feet Deep

Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes
ATKINS BROS. EQUIP. CO., INC	10	Each		$1,850.00	$18,500.00	
QKB Inc	10	Each		$4,500.00	$45,000.00	

136 16" Emergency Water Main Repair 10-15 Feet Deep

Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes
ATKINS BROS. EQUIP. CO., INC	10	Each		$2,200.00	$22,000.00	
QKB Inc	10	Each		$6,500.00	$65,000.00	

137 3/4" Emergency Water Service Line Replacement 0-10 Feet Deep 0-35 lf

Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes
ATKINS BROS. EQUIP. CO., INC	10	Each		$900.00	$9,000.00	
QKB Inc	10	Each		$2,500.00	$25,000.00	

138 1" Emergency Water Service Line Replacement 0-10 Feet Deep 0-35 lf

Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes
ATKINS BROS. EQUIP. CO., INC	10	Each		$1,100.00	$11,000.00	
QKB Inc	10	Each		$2,500.00	$25,000.00	

139 1 1/2" Emergency Water Service Line Replacement 0-10 Feet Deep 0-35 lf

Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes
ATKINS BROS. EQUIP. CO., INC	10	Each		$900.00	$9,000.00	
QKB Inc	10	Each		$3,200.00	$32,000.00	

140 2" Emergency Water Line Service Repair 0-10 Feet Deep

Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes
ATKINS BROS. EQUIP. CO., INC	10	Each		$1,200.00	$12,000.00	
QKB Inc	10	Each		$3,500.00	$35,000.00	

141 2 1/2" Emergency Water Line Service Repair 0-10 Feet Deep

Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes
ATKINS BROS. EQUIP. CO., INC	10	Each		$1,200.00	$12,000.00	
QKB Inc	10	Each		$3,800.00	$38,000.00	

142 4" Emergency Sewer Service Line Repair 0-10 Feet Deep

Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes
ATKINS BROS. EQUIP. CO., INC	10	Each		$1,500.00	$15,000.00	
QKB Inc	10	Each		$3,500.00	$35,000.00	

143 4" Emergency Sewer Service Line Repair 10-15 Feet Deep

Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes
ATKINS BROS. EQUIP. CO., INC	10	Each		$1,600.00	$16,000.00	
QKB Inc	10	Each		$3,800.00	$38,000.00	

144 4" Emergency Sewer Service Line Repair 15+ Feet Deep

Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes
ATKINS BROS. EQUIP. CO., INC	10	Each		$2,000.00	$20,000.00	
QKB Inc	10	Each		$3,500.00	$35,000.00	

145 6" Emergency Sewer Main Repair 0-10 Feet Deep

Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes
ATKINS BROS. EQUIP. CO., INC	10	Each		$1,500.00	$15,000.00	
QKB Inc	10	Each		$3,500.00	$35,000.00	

146 6" Emergency Sewer Main Repair 10-15 Feet Deep

Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes
ATKINS BROS. EQUIP. CO., INC	10	Each		$1,600.00	$16,000.00	
QKB Inc	10	Each		$3,800.00	$38,000.00	

147 6" Emergency Sewer Main Repair 15+ Feet Deep

Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes
ATKINS BROS. EQUIP. CO., INC	10	Each		$1,700.00	$17,000.00	
QKB Inc	10	Each		$4,200.00	$42,000.00	

148 8" Emergency Sewer Main Repair 0-10 Feet Deep

Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes
ATKINS BROS. EQUIP. CO., INC	10	Each		$1,700.00	$17,000.00	
QKB Inc	10	Each		$4,200.00	$42,000.00	

149	8" Emergency Sewer Main Repair 10-15 Feet Deep						
	Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes
	ATKINS BROS. EQUIP. CO., INC	10	Each		$1,700.00	$17,000.00	
	QKB Inc	10	Each		$4,200.00	$42,000.00	

150	8" Emergency Sewer Main Repair 15+ Feet Deep						
	Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes
	ATKINS BROS. EQUIP. CO., INC	10	Each		$1,700.00	$17,000.00	
	QKB Inc	10	Each		$4,500.00	$45,000.00	

151	10" Emergency Sewer Main Repair 0-10 Feet Deep						
	Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes
	ATKINS BROS. EQUIP. CO., INC	5	Each		$1,700.00	$8,500.00	
	QKB Inc	5	Each		$4,800.00	$24,000.00	

152	10" Emergency Sewer Main Repair 10-15 Feet Deep						
	Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes
	ATKINS BROS. EQUIP. CO., INC	5	Each		$1,800.00	$9,000.00	
	QKB Inc	5	Each		$5,200.00	$26,000.00	

153	12" Emergency Sewer Main Repair 0-10 Feet Deep						
	Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes
	ATKINS BROS. EQUIP. CO., INC	5	Each		$1,800.00	$9,000.00	
	QKB Inc	5	Each		$6,500.00	$32,500.00	

154	12" Emergency Sewer Main Repair 10-15 Feet Deep						
	Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes
	ATKINS BROS. EQUIP. CO., INC	5	Each		$1,900.00	$9,500.00	
	QKB Inc	5	Each		$6,800.00	$34,000.00	

155	12" Emergency Sewer Main Repair 15+ Feet Deep						
	Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes
	ATKINS BROS. EQUIP. CO., INC	5	Each		$1,900.00	$9,500.00	
	QKB Inc	5	Each		$6,800.00	$34,000.00	

156	15" Emergency Sewer Main Repair 0-10 Feet Deep						
	Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes
	ATKINS BROS. EQUIP. CO., INC	5	Each		$2,000.00	$10,000.00	
	QKB Inc	5	Each		$6,900.00	$34,500.00	

157	15" Emergency Sewer Main Repair 10-15 Feet Deep						
	Supplier	**QTY**	**UOM**	**Estimated**	**Price**	**Extended**	**Supplier Notes**
	ATKINS BROS. EQUIP. CO., INC	5	Each		$2,000.00	$10,000.00	
	QKB Inc	5	Each		$7,200.00	$36,000.00	

158	15" Emergency Sewer Main Repair 15+ Feet Deep						
	Supplier	**QTY**	**UOM**	**Estimated**	**Price**	**Extended**	**Supplier Notes**
	ATKINS BROS. EQUIP. CO., INC	5	Each		$2,100.00	$10,500.00	
	QKB Inc	5	Each		$7,200.00	$36,000.00	

159	24" Emergency Sewer Main Repair 0-10 Feet Deep						
	Supplier	**QTY**	**UOM**	**Estimated**	**Price**	**Extended**	**Supplier Notes**
	ATKINS BROS. EQUIP. CO., INC	5	Each		$3,000.00	$15,000.00	
	QKB Inc	5	Each		$8,500.00	$42,500.00	

160	24" Emergency Sewer Main Repair 10-15 Feet Deep						
	Supplier	**QTY**	**UOM**	**Estimated**	**Price**	**Extended**	**Supplier Notes**
	ATKINS BROS. EQUIP. CO., INC	5	Each		$3,000.00	$15,000.00	
	QKB Inc	5	Each		$8,900.00	$44,500.00	

161	24" Emergency Sewer Main Repair 15+ Feet Deep						
	Supplier	**QTY**	**UOM**	**Estimated**	**Price**	**Extended**	**Supplier Notes**
	ATKINS BROS. EQUIP. CO., INC	5	Each		$4,000.00	$20,000.00	
	QKB Inc	5	Each		$9,000.00	$45,000.00	

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Line #	Att #	Attribute Name	Attribute Note	ATKINS BROS. EQU	QKB Inc
Header	1	QUESTIONS	All questions shall be add	Agree	Agree
Header	2	PRICE INCREASES	Prices are firm for the firs	Agree	Agree
Header	3	RESPONSE TERM	Responses shall be valid f	Agree	Agree
Header	4	LATE SUBMISSION	Bids/RFQs are not accept	Agree	Agree
Header	5	T&C ACKNOWLEDGEMEN	I have read and agree to t	Agree	Agree
Header	6	BID ACKNOWLEDGEMENT	Bidder affirms that they h	Understood	Understood
Header	7	COUNTY	What county is your princ	ELLIS	dallas
Header	8	PAYMENT TERMS	The City of Lancaster's pa	Understood	Understood
Header	9	COMPANY OWNERSHIP	Is your company currentl	NO	n0
Header	10	LITIGATION WITH CITY OF	Is your firm involved in ar	NO	no
Header	11	ELECTRONIC PAYMENT	If you would like your pay		on file
Header	12	OPEN RECORDS REQUEST	All responses will be main	NO	understood
Header	13	NEPOTISM STATEMENT	The Bidder, Proposer, or a	NO RELATIONSHIPS	understood
Header	14	CONTRACT CLAUSE	Bidder affirms that submi	Agree	Agree
Header	15	IMMIGRATION	Employers may hire only		
Header	16	RECIPROCAL INFORMATIC	For Businesses not locate	Yes	No
Header	17	RECIPROCAL INFORMATIC	The City of Lancaster, as a	Yes	No
Header	18	RECIPROCAL INFORMATIC	If yes, what is the dollar ir	Our principal place	
Header	19	M/WBE 1	Is your company M/WBE	No	No
Header	20	M/WBE 2	If yes, what is your certifi		
Header	21	M/WBE 3	If yes, what agency compl		
Header	22	M/WBE 4	If yes, what is the expirati		
Header	23	NOTIFICATION	How did you here about	the bid opportunity?	
Header	24	PLAN ROOM - OTHER	If yes for a plan room or c	Amtek	
Header	25	PROJECT SCOPE	It is the intent of this spec		
Header	26	DEFINITIONS	26.1 Maintenance and/or		
Header	27	SCOPE OF WORK	27.1. Work included in thi		
Header	28	CONTRACTOR RESPONSIB	28.1. Supervision The Co		
Header	29	SAFETY REQUIREMENTS	29.1. The Contractor mus		
Header	30	CONTRACTOR QUALIFICA	30.1. Contractor must be		
Header	31	PAYMENT AND INVOICIN	31.1. Payment - The City v		
Header	32	BID EVALUATION	Award will be based on re		
Header	33	SUBMITTAL RESPONSE GU	Offeror response to this R		
Header	34	AGREEMENT TERMS AND	The term of the agreemer		

Special Classification Statis

Bid Number: 2022-07 (Unsealed)

Special Classification
HUB - Historically Underutilitized Business
LOC - Local Preference
MBE - Minority Business Enterprise
TXM - TXMAS - Texas Multiple Award Schedule (assimilates GSA), http://portal.cpa.state.tx.us/txmas/
WBE - Women Business Enterprise

Total Invited Suppliers
Total Responding Suppliers
Total Awarded Suppliers

tics

Invited	Invited %	Responding	Responding %	Awarded	Awarded %
4	5.56%	0	0.00%	n/a	n/a
1	1.39%	0	0.00%	n/a	n/a
7	9.72%	0	0.00%	n/a	n/a
1	1.39%	0	0.00%	n/a	n/a
2	2.78%	0	0.00%	n/a	n/a
15	20.83%	0	0.00%		

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n/a

CITY OF LANCASTER CITY COUNCIL

City Council Regular Meeting **4.**

Meeting Date: 06/13/2022

Policy Statement: This request supports the City Council 2021-2022 Policy Agenda

Goal(s): Sound Infrastructure

Submitted by: Andy Waits, Director of Public Works

Agenda Caption:

Consider a resolution approving the terms and conditions of an agreement with Reynolds Asphalt & Construction Company for the reconstruction of a portion of Wintergreen Road between Telephone Road and Dallas Avenue in an amount not to exceed one million fifty-nine thousand twelve dollars and zero cents ($1,059,012.00).

Background:

Sound Infrastructure has been identified as a Key Performance Objective by the City Council. The City has a pavement management program which has rated the roadways within the City and recommended maintenance based upon the conditions. Staff has been completing infrastructure projects annually to realize the goal of having a preventative maintenance program and well maintained streets. The completion of this project will continue to advance Council's objective in this area. This project will begin at Telephone Road and conclude at Dallas Avenue. The contractor will remove the existing asphalt pavement and perform compaction of the subgrade prior to the installation of new asphalt pavement as identified on the attached submittal labeled Exhibit "A". This will provide for a smoother driving experience for vehicles that travel the roadway. City staff will serve as the project manager and will coordinate with Reynolds Asphalt & Construction Company to ensure the pavement replacement is in accordance with the City of Lancaster design manual and standard specifications.

Operational Considerations:

This project includes removing the existing asphalt pavement, compaction of the subgrade will be performed prior to replacement of asphalt as identified on the attached submittal labeled Exhibit "A". This will provide for a smoother driving experience for residents and a more sustained roadway to service residents. City of Lancaster staff will serve as the project manager and will coordinate with Reynolds Asphalt & Construction Company to ensure the pavement replacement is in accordance with the City of Lancaster's General Design Manual and Standard Details.

Legal Considerations:

The City Attorney has reviewed and approved the agreement and resolution as to form.

Public Information Considerations:

This item is being considered at a Regular Meeting of the City Council noticed in accordance with the Texas Open Meetings Act.

Fiscal Impact:

This project was included in the FY 2021/2022 budget and will not exceed one million fifty-nine thousand twelve dollars and zero cents ($1,059,012.00).

Options/Alternatives:

1. City Council may approve the resolution, as presented.
2. City Council may deny the resolution.

Recommendation:

Staff recommends approval of the resolution, as presented.

Attachments

Resolution

Exhibit A

Standard Construction Agreement

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LANCASTER, TEXAS APPROVING THE TERMS AND CONDITIONS OF AN AGREEMENT BETWEEN REYNOLDS ASPHALT & CONSTRUCTION COMPANY AND THE CITY OF LANCASTER FOR THE RECONSTRUCTION OF A PORTION OF WINTERGREEN ROAD IN AN AMOUNT NOT TO EXCEED ONE MILLION FIFTY-NINE THOUSAND TWELVE DOLLARS AND ZERO CENTS ($1,059,012.00); AUTHORIZING THE CITY MANAGER TO EXECUTE SAID AGREEMENT; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Lancaster has determined, after due consideration and study, that it is in the best interest of the City to execute the Agreement ("Agreement") with Reynolds Asphalt & Construction Company for the reconstruction of a portion of Wintergreen Road between Dallas Avenue and Telephone Road; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LANCASTER, TEXAS:

SECTION 1. That the City Council hereby approves and accepts the terms and conditions of the Agreement with Reynolds Asphalt & Construction Company, attached hereto and incorporated herein by reference as Exhibit "A" (standard fixed price construction agreement with attachments) for reconstruction of Wintergreen Road between Dallas Avenue and Telephone Road.

SECTION 2. That the City Manager of the City of Lancaster, Texas is hereby authorized to execute the agreement attached as Exhibit "A".

SECTION 3. Any prior Resolution of the City Council in conflict with the provisions contained in the Resolution are herby repealed and revoked.

SECTION 4. Should any part of the Resolution be held to be invalid for any reason, the remainder shall not be affected thereby, and such remaining portions are hereby declared to be severable.

DULY PASSED and approved by the City Council of the City of Lancaster, Texas, on this the 13th day of June, 2022

ATTEST:

Sorangel O. Arenas, City Secretary

APPROVED:

Clyde C. Hairston, Mayor

APPROVED AS TO FORM:

David T. Ritter, City Attorney

REYNOLDS ASPHALT & CONSTRUCTION COMPANY

Since 1981

P.O. Box 370 * Euless, TX 76039
Metro (817) 267-3131 * Fax (817) 267-7022

E. Wintergreen Road
Lancaster, Texas
City of Lancaster

Item	Description	Estimated Quantity	Unit	Unit Bid	Bid Extension
4	2" Ty "C" HMAC	1,640.0	TON	$96.20	$157,768.00
7	4" Ty "B" HMAC	3,200.0	TON	$91.00	$291,200.00
10	Additional Mileage Charge	4,840.0	TON	$19.80	$95,832.00
12	Traffic Control	1.0	EA	$3,600.00	$3,600.00
16	Flex Base	3,275.0	TON	$45.00	$147,375.00
17	8"-28#/SY Cement Stabilization	15,040.0	SY	$9.80	$147,392.00
20	Hauling Excessive	4,600.0	CY	$33.90	$155,940.00
26	Backfill Shoulders	9,800.0	LF	$1.70	$16,660.00
30	Petromat	13,950.0	SY	$3.10	$43,245.00
					$1,059,012.00

CITY OF LANCASTER

E. Wintergreen Road - Telephone to Dallas

			UNIT PRICE BID	TOTAL QUANTITY	TOTAL COMPLETED TO DATE
1	HMAC Type D Delivered more than 1500 tons	TONS	$ 98.20		$ -
2	HMAC Type D Delivered 500 to 1499 tons	TONS	$ 101.10		$ -
3	HMAC Type D Delivered less than 499 tons	TONS	$ 120.00		$ -
4	HMAC Type C Delivered more than 1500 tons	TONS	$ 96.20	1,640.00	$ 157,768.00
5	HMAC Type C Delivered 500 to 1499 tons	TONS	$ 100.10		$ -
6	HMAC Type C Delivered less than 499 tons	TONS	$ 119.00		$ -
7	HMAC Type B Delivered more than 1500 tons	TONS	$ 91.00	3,200.00	$ 291,200.00
8	HMAC Type B Delivered 500 to 1499 tons	TONS	$ 97.50		$ -
9	HMAC Type B Delivered less than 499 tons	TONS	$ 114.00		$ -
10	Additional Mileage Hauled beyond the first 10 from bidders plant items# 1-9 Per Ton Per Mile **NOTE: $0.90 per mile @ 22 miles **	EACH PER TON MILE	$ 19.80	4,840.00	$ 95,832.00
11	Move In/Out Charge for projects under 499 tons	EACH	$ 1,800.00		$ -
12	Thoroughfare Traffic Control Charges Per street	EACH	$ 3,600.00	1.00	$ 3,600.00
13	Manhole Ring Riser Adjustment/Placement Ring	EACH	$ 500.00		$ -
14	Valve Ring Riser Adjustment/Placement Ring	EACH	$ 250.00		$ -
15	Base Repair - Flex Base	SY	$ 75.00		$ -
16	Flex Base furnish and install	TONS	$ 45.00	3,275.00	$ 147,375.00
17	8" Cement Stab Existing - more than 3000 sy	SY	$ 9.80	15,040.00	$ 147,392.00
18	8" Cement Stab Existing - 1400 to 2999 sy	SY	$ 11.30		$ -
19	8" Cement Stab Existing - less than 1399 sy	SY	$ 19.70		$ -
20	Hauling Excessive Material more than 101 cy	CY	$ 33.90	4,600.00	$ 155,940.00
21	Hauling Excessive Material 51 to 100 cy	CY	$ 38.15		$ -
22	Hauling Excessive Material less than 50 cy	CY	$ 48.20		$ -
23	Wedge Mill	LF	$ 5.50		$ -
24	Full Depth Milling 0-4"	SY	$ 5.30		$ -
25	Full Depth Milling Each Additional Inch	SY	$ 0.75		$ -
26	Backfill Shoulders	LF	$ 1.70	9,800.00	$ 16,660.00
27	6" Pulverization	SY	$ 3.00		$ -
28	Petromat less than 2500 SY	SY	$ 5.45		$ -
29	Petromat 2500 - 4999 SY	SY	$ 3.80		$ -
30	Petromat more 5000 SY	SY	$ 3.10	13,950.00	$ 43,245.00

TOTAL FOR PAGE $ 1,059,012.00

CITY OF LANCASTER, TEXAS
STANDARD CONSTRUCTION DETAILS

Lancaster

SIGNATURE: _____
PUBLIC WORKS DIRECTOR

DATE: 2-21-22

SHEET INDEX

SHEET NO.	SECTION	DESCRIPTION
1	GN-01	GENERAL NOTES & TESTING REQUIREMENTS
2	GN-02	GENERAL NOTES & TESTING REQUIREMENTS
3	GN-03	GENERAL NOTES & TESTING REQUIREMENTS
4	GN-04	GENERAL NOTES & TESTING REQUIREMENTS
5	PAV-01	ASPHALT PAVEMENT DETAILS AND TRANSITIONS
6	PAV-02	CONCRETE PAVING
7	PAV-03	CONCRETE DRIVEWAY
8	PAV-04	CONCRETE PAVING ALLEY & FIRE LANE
9	PAV-05	CONCRETE PAVING DIVIDED THOROFARE
10	PAV-06	SIDEWALK AND BARRIER FREE RAMP 1
11	PAV-07	PEDESTRIAN FACILITIES 1
12	PAV-08	PEDESTRIAN FACILITIES 2
13	PAV-09	PEDESTRIAN FACILITIES 3
14	PAV-10	PEDESTRIAN FACILITIES 4
15	PAV-11	PAVEMENT MARKING 1
16	PAV-12	PAVEMENT MARKING 2
17	PAV-13	PAVEMENT MARKING 3
18	PAV-14	PAVEMENT MARKING 4
19	STM-01	STORM DRAIN MANHOLE
20	STM-02	GRATE INLETS
21	STM-03	STORM DRAIN INLET
22	STM-04	COMBINATION CURB INLET 1
23	STM-05	COMBINATION CURB INLET 2
24	STM-06	GRATE DROP INLET
25	STM-07	STORMDRAIN DROP INLET
26	STM-08	STORM DRAIN CHANNEL AND FLUME
27	STM-09	STORM DRAIN CHANNEL AND GABIONS

SHEET INDEX

SHEET NO.	SECTION	DESCRIPTION
28	STM-10	OUTFALL WITH SLOPED HEADWALL
29	STM-11	TXDOT SAFETY END TREATMENT
30	STM-12	THIN BRICK SCREENING WALL
31	WAT-01	STANDARD WATER DETAILS 1
32	WAT-02	STANDARD WATER DETAILS 2
33	WAT-03	VAULT AND APPURTENANCES
34	WAT-04	WATER, AIR AND VACUUM RELEASE VALVE
35	WAT-05	WATER BLOWOFF VALVE
36	WAT-06	3IN METER - 4IN WATER METER
37	WAT-07	3IN THRU 10IN DOUBLE CHECK DETECTOR ASSEMBLY FOR FIRE SERVICE
38	WAT-08	4IN THRU 10IN DOUBLE CHECK DETECTOR ASSEMBLY FOR FIRE SERVICE
39	WAT-09	FDC DETAIL REQUIREMENTS
40	SAN-01	STANDARD WASTEWATER DETAILS 1
41	SAN-02	STANDARD WASTEWATER DETAILS 2
42	SAN-03	STANDARD WASTEWATER DETAILS 3
43	SAN-04	WASTEWATER LIFT STATION 1
44	SAN-05	WASTEWATER LIFT STATION 2
45	SAN-06	WASTEWATER LIFT STATION 3
46	EC-01	EROSION CONTROL DETAILS 1
47	EC-02	EROSION CONTROL DETAILS 2
48	EC-03	EROSION CONTROL DETAILS 3
49	EC-04	EROSION CONTROL DETAILS 4
50	EMB-01	PAVEMENT BACKFILL AND TRENCH REPAIR
51	SGN-01	PROJECT SIGN
52	MISC-1	PIPEBURSTING DETAIL 1
53	MISC-2	PIPEBURSTING DETAIL 2

22 THE LOCATIONS OF ALL UTILITIES INDICATED ON THE PLANS ARE TAKEN FROM EXISTING PUBLIC RECORDS. THE CONTRACTOR MUST DETERMINE THE EXACT LOCATION AND ELEVATION OF ALL PUBLIC UTILITIES. IT WILL BE THE DUTY OF THE CONTRACTOR TO ASCERTAIN WHETHER ANY ADDITIONAL UTILITIES OTHER THAN THOSE SHOWN ON THE PLANS MAY BY PRESENT

23 WHERE STORM SEWER INLETS ARE INSTALLED OVER TOP OF WATER LINES, THE CONTRACTOR MUST PROVIDE A MINIMUM CLEARANCE OF 18" WHERE THE WATER CROSSES OVER TOP OF THE STORM SEWER, THERE MUST BE A MINIMUM OF 18" OF CLEARANCE

24 REFER TO CITY OF LANCASTER STANDARD DETAILS FOR ADDITIONAL INFORMATION REGARDING CONSTRUCTION OF WATER & SANITARY SEWER SYSTEMS

25 WATER SYSTEMS WILL NEED A KUPFERLE ECLIPSE 88 OR APPROVED EQUAL BY THE CITY REFER TO STANDARD CONSTRUCTION DETAIL SHEETS FOR WATER

26 DEAD END LINES SHOULD BE AVOIDED BUT IN CASES WHERE THEY CAN NOT, CONTRACTOR MUST INSTALL A FLUSH POINT PER TCEQ STANDARDS

27 A LIST OF APPROVED WATER UTILITY MATERIALS AND APPROVAL OF ALTERNATE MATERIALS MUST BE OBTAINED FROM THE CITY WATER AND SEWER SUPERINTENDENT PRIOR TO BEGINNING OF CONSTRUCTION

28 AT THE END OF THE PROJECT AND BEFORE FINAL ACCEPTANCE, ALL VALVES AND WATER SERVICES LOCATED BEHIND THE CURB SHALL BE MARKED BY SAWING OR INSCRIBING INTO THE CURB 2" LETTER W FOR WATER SERVICES AND THE LETTER V FOR VALVES AND FH FOR FIRE HYDRANT PAINTING OF SUCH LETTERING SHALL NOT BE AN ACCEPTED SUBSTITUTE

29 CONTRACTORS ARE REQUIRED TO SUBMIT AN APPLICATION/DEPOSIT FOR USE OF CITY WATER METER WITH THE CITY UTILITY BILLING DEPARTEMENT, PRIOR TO STARTING WORK THE CONTRACTOR MUST SUPPLY A TESTABLE BACKFLOW PREVENTER TO BE TESTED AFTER INSTALLED TEST REPORTS MUST BE SUBMITTED TO THE CITY

SANITARY SEWER

ALL WORK AND MATERIALS WILL BE IN ACCORDANCE WITH THE CITY OF LANCASTER STANDARD SPECIFICATIONS AND GENERAL DESIGN STANDARDS. IN THE EVENT AN ITEM IS NOT COVERED IN THE CITY OF LANCASTER SPECIFICATIONS AND DETAILS, THEN THE CITY ENGINEER SHALL MAKE THE FINAL DECISION ON MATERIALS, METHODS OF INSTALLATION AND PROCEDURES

1 ALL PVC SEWER PIPE WILL BE SDR 35 FOR DEPTH LESS THEN 10' AND SDR 26 FOR DEPTH 10' OR GREATER AS PER CITY SPECIFICATIONS AND WILL BE INSTALLED WITH A MINIMUM OF CLASS B+ EMBEDMENT

2 ANY OTHER PIPE FOR SANITARY SEWER MAIN CONSTRUCTION MUST BE APPROVED BY THE CITY ENGINEER

3 ALL RESIDENTIAL SEWER SERVICES WILL BE A MINIMUM DIAMETER OF FOUR (4") INCHES OR AS SPECIFIED ON THE PLANS AND SHALL TERMINATE AT THE PROPERTY LINE WITH A CLEANOUT. SERVICES SHALL BE LOCATED DOWNSTREAM OF THE WATER SERVICES EXCEPT AS MAY BE SHOWN ON THE PLANS. ALL SERVICES SHALL BE EMBEDDED IN CLASS B+ EMBEDMENT

4 ALL SEWER MAINS WILL BE A MINIMUM DIAMETER OF EIGHT (8") INCHES AND WILL BE INSTALLED PER THE PLAN PROFILE.

5 ALL TRENCHES WILL BE TAMPED AND COMPACTED TO A 95% PROCTOR DENSITY. MOISTURE CONTENT SHALL BE WITHIN 0 TO +4 OF OPTIMUM. AFTER PIPE HAS BEEN LAID ON PROPER BEDDING, BACKFILL WITH 8" MAXIMUM LOOSE LIFTS MECHANICALLY COMPACTED TO 95% STANDARD PROCTOR MOISTURE CONTENT SHALL BE WITHIN 0 TO +4 OF OPTIMUM UNDER ROADWAY AND 12" MAXIMUM LOOSE LIFT BEHIND CURB MAXIMUM SIZE ROCK IN BACKFILL SHALL NOT EXCEED 6" IN DIAMETER.

6 CONTRACTOR WILL TIE 1" WIDE PIECE OF RED PLASTIC FLAGGING TO THE END OF THE SEWER SERVICE AND WILL LEAVE A MINIMUM OF 36" OF FLAGGING EXPOSED AFTER BACKFILL AT THE END OF THE PROJECT AND BEFORE FINAL ACCEPTANCE, ALL MANHOLES AND SEWER SERVICES LOCATED BEHIND THE CURB SHALL BE MARKED 2" BY SAWING INTO THE CURB THE LETTERS FOR SEWER SERVICES AND THE LETTER MH FOR MANHOLE PAINTING OF SUCH LETTERING SHALL NOT BE AN ACCPETED SUBSTITUTE

7 THE CONTRACTOR WILL BE RESPONSIBLE FOR PROVIDING "AS-BUILT" PLANS TO THE ENGINEER SHOWING THE LOCATION OF SEWER SERVICES THIS INFORMATION WILL BE PLACED ON THE ENGINEERING PLANS AND MARKED "AS-BUILT" BY THE DESIGN ENGINEER. COPIES OF THESE "AS-BUILT" PLANS WILL BE FURNISHED TO THE CITY. TIES WILL BE MADE BY DISTANCE MEASUREMENTS FROM BOTH LOT LINES FOR ALL MANHOLES CLEANOUTS AND SERVICES

8 ALL SANITARY SEWER LINES AND MANHOLES WILL BE TESTED FOR INFILTRATION AND EXFILTRATION BY THE LOW PRESSURE AIR TEST METHOD IN ACCORDANCE WITH THE TCEQ CURRE SPECIFICATIONS

9 ALL SEWER PIPES WILL BE INSTALLED WITH A RED PLASTIC IDENTIFICATION TAPE MARKED "SEWER" LAID 2" ABOVE THE PIPE.

10 A LOW PRESSURE AIR TEST WILL BE PREFORMED ON ALL INSTALLED SECTIONS OF SEWER MAINS SUCCESSFUL AIR TESTS WILL BE MANDATORY TO PROVE ACCEPTABILITY OF THE SEWER LINES.

11 ALL NEW SANITARY SEWER MAINS WILL REQUIRE MANDREL TESTS IN ACCORDANCE WITH TCEQ REQUIREMENTS

12 MANHOLES ARE TO BE INSTALLED WITH A DUCTILE IRON HINGED RING AND WATER TIGHT COVER GASKET TYPE TO PREVENT INFILTRATION WITH AND LOCKING DEVICE PAW-REX BRAND OR APPROVED EQUAL WITH THE WORDING SANITARTY SEWER FORGED INTO THE LID

13. THE CONTRACTOR SHALL CENTER A 20 FOOT JOINT OF PRESSURE RATED PVC SANITARY SEWER PIPE AT ALL WATER LINE CROSSINGS. EMBED SANITARY SEWER LINE IN CEMENT STABILIZED SAND IN ACCORDANCE WITH TCEQ REGULATIONS CHAPTER 290, PAGE 43. THE PRESSURE RATED PIPE SHALL BE ASTM 2241 SDR-26 OR APPROVED EQUAL.

14 A LIST OF APPROVED SANITARY SEWER UTILITY MATERIALS AND APPROVAL OF ALTERNATE MATERIALS MUST BE OBTAINED FROM THE CITY WATER AND SEWER SUPERINTENDENT PRIOR TO BEGINNING OF CONSTRUCTION

15 FOR FINAL ACCEPTANCE, THE CITY WILL REQUIRE VIDEO INSPECTION OF ALL SANITARY SEWER MAINS A COPY OF THE RESULTS MUST BE PROVIDED TO THE CITY ON A CD ROM OR DVD DISC. VHS TAPES WILL NOT BE ACCEPTED

STORM SEWER

ALL WORK AND MATERIALS WILL BE IN ACCORDANCE WITH CITY OF LANCASTER STANDARD SPECIFICATIONS,STORM WATER DESIGN MANUAL AND ORDINANCE AND GENERAL DESIGN MANUAL. IN THE EVENT AN ITEM IS NOT COVERED IN THE CITY OF LANCASTER SPECIFICATIONS AND DETAILS, THEN THE CITY ENGINEER SHALL MAKE THE FINAL DECISION ON MATERIALS, METHODS OF INSTALLATION AND PROCEDURES

1 INLET INSTALLATION. THE FLOOR OF THE EXCAVATION FOR THE INLET BOX MUST PROVIDE A FIRM, LEVEL BED FOR THE BASE SECTION TO REST UPON. USE A MINIMUM OF 6" DEPTH OF 1" DIAMETER (MAXIMUM) ROCK OR GRAVEL TO PREPARE THE INLET BEDDING TO FINAL GRADE. WHEN INSTALLING INLET WITH WET SOIL CONDITIONS, USE CEMENT STABILIZED-SAND AND ALLOW IT TO SET UP BY KEEPING HOLE PUMPED DRY

2 AFTER PIPE HAS BEEN LAID ON PROPER BEDDING, BACKFILL WITH 8" MAXIMUM LOOSE LIFTS MECHANICALLY COMPACTED TO 95% STANDARD PROCTOR. MOISTURE CONTENT SHALL BE WITHIN 0 TO +4 OF OPTIMUM UNDER ROADWAY AND 12" MAXIMUM LOOSE LIFT BEHIND CURB MAXIMUM SIZE ROCK IN BACKFILL SHALL NOT EXCEED 6" IN DIAMETER

3 PRECAST INLETS AND HEADWALLS MUST BE APPROVED BY THE CITY ENGINEER

4 CONCRETE FOR INLETS AND HEAD WALLS MUST BE A MINIMUM OF 4500 PSI

5. CONNECTION OF THE STORM SEWER PIPE LATERALS TO INLETS SHALL BE MADE WITH PIPE THAT IS SMOOTH AND EVEN. IF THE PIPE HAS TO BE CUT THEN THE END OF THE PIPE SHALL BE EVENLY SAW CUT CHIPPED OR BROKEN PIPE WILL BE REJECTED

6 LOCKING DEVICE IS REQUIRED FOR ALL STORM SEWER LIDS

7 THE WORDING "STORM WATER" SHALL BE FORGED INTO ALL INLET LIDS AND LETTERS SHALL BE A MINIMUM OF 2" IN HEIGHT

8 EXISTING STORM SEWER PIPE AND/OR LATERALS SHALL BE LOCATED PRIOR TO CONSTRUCTION OF INLET BOXES. IF ADJUSTMENT IN GRADE OF LATERAL IS REQUIRED, A REVISED DESIGN BY THE ENGINEER OF RECORD SHALL BE SUBMITTED TO THE CITY ENGINEER FOR APPROVAL.

9 REINFORCED CONCRETE PIPE SHALL BE CLASS III MINIMUM OR APPROVED EQUAL, INSTALLED ON A CLASS B+ EMBEDMENT.

10 CONNECTIONS BETWEEN PIPE SIZE CHANGES SHALL BE MADE WITH ONLY PRE-CAST MANUFACTURED PIPE FITTINGS.

11. ALL TRANSITIONS AND BENDS MUST BE PRE-CAST MANUFACTURED

12 ALL STORM SEWER PIPE SPIGOT AND BELL ENDS SHALL BE ASPHALT PRIMERED

13 FOR FINAL ACCEPTANCE, THE CITY WILL REQUIRE VIDEO INSPECTION OF ALL STORM SEWER MAINS A COPY OF THE RESULTS MUST BE PROVIDED TO THE CITY ON A CD ROM OR DVD DISC. VHS TAPES WILL NOT BE ACCEPTED

14 ALL INLETS SHALL HAVE MS-4 DRAIN TILE MARKERS FOR DETAIL, CONTACT CITY INSPECTOR

15 NO TRACKING OF MUD FROM CONSTRUCTION SITE IS ALLOWED THE MUD TRACKED SHALL BE CLEANED IMMEDIATELY

PAVING

ALL WORK AND MATERIALS WILL BE IN ACCORDANCE WITH CITY OF LANCASTER STANDARD SPECIFICATIONS AND GENERAL DESIGN STANDARDS IN THE EVENT AN ITEM IS NOT COVERED IN THE CITY OF LANCASTER SPECIFICATIONS AND DETAILS, THEN THE CITY ENGINEER SHALL MAKE THE FINAL DECISION ON MATERIALS, METHODS OF INSTALLATION AND PROCEDURES

1 CONCRETE FOR ALL STREETS AND ALLEYS SHALL BE IN ACCORDANCE WITH LATEST EDITION OF THE NCTCOG, FOR 4,000 PSI COMPRESSIVE STRENGTH AT 28 DAYS OR AS SHOWN IN THE PLANS

2 REINFORCEMENT SHALL IN ACCORDANCE WITH CITY PAVING DETAILS

3 ALL REINFORCEMENT STEEL SHALL BE 100% TIED, WITH NO SKIP TIES. REINFORCING STEEL SHALL BE SET ON CHAIRS. THE CHAIRS SHALL BE PLACED UNIFORMLY AT EVERY OTHER BAR. BAR LAPS SHALL BE EXTENDED TO A MINIMUM OVERLAP OF 18 INCHES

4 ALL STREETS AND ALLEYS SHALL HAVE EXPANSION JOINTS INSTALLED AT 200 FT. INTERVALS AND AT ALL INTERSECTIONS OR AS MAY BE SHOWN ON THE PLANS. THE EXPANSION JOINTS SHALL BE INSTALLED AT ALL RADIUS RETURNS.

5 SAWED TRANSVERSE DUMMY JOINTS SHALL BE PLACED IN PAVEMENT EVERY 20' SAWING OF PAVEMENT SHALL OCCUR WITHIN 5 TO 12 HOURS AFTER CURING AND SEALING. OTHERWISE, THE SECTION SHALL BE REMOVED AND A LONGITUDINAL BUTT JOINT CONSTRUCTED

6 ALL STREETS, ALLEYS, AND FIRE LANES REQUIRE A COMPACTED LIME STABILIZED SUBGRADE TO A DISTANCE OF 12 INCHES BEYOND THE BACK OF CURB OR EDGE OF PAVEMENT. ONLY HYDRATED LIME SHALL BE UTILIZED. OPTIMUM LIME SHALL BE APPLIED. OPTIMUM LIME APPLICATION RATE SHALL BE DETERMINED BY A LIME SERIES TEST TO REDUCE THE PLASTICITY INDEX (PI) TO 15 OR LESS AS CONDUCTED BY A CITY APPROVED TESTING LABORATORY. THE CITY WILL ADD 1% FOR FIELD VARIATION. LIME SERIES TEST SHALL BE TAKEN ALONG THE EXCAVATION AT ALL CHANGES IN SOIL OR AT A MAXIMUM OF 300 FEET BETWEEN SAMPLE SPOTS. THE LIME TREATED SUBGRADE SHALL BE COMPACTED TO A DENSITY OF NOT LESS THAN 95% OF THE MAXIMUM DENSITY AS DETERMINED BY ASTM D698. MOISTURE CONTENT SHALL BE WITHIN 0 TO +4 OF OPTIMUM. DENSITY TEST RESULTS SHALL BE COMPLETED BY AN INDEPENDENT LABORATORY APPROVED BY THE CITY AT THE CONTRACTOR'S EXPENSE. A COPY OF ALL RESULTS SHALL BE GIVEN TO THE CITY INSPECTOR. SULFATE TESTS SHALL ALSO BE CONDUCTED AT THE DISCRETION OF THE CITY DURING POURING OF CONCRETE, LAB MUST BE PRESENT.

7. LIME TRIMMINGS ARE NOT ACCEPTABLE FOR ANY USE. FILL IN OR LEVEL UP IS TO BE COMPLETED WITH FLOWABLE FILL (MIN. 2000 PSI). NO ROCKS LARGER THAN 6" IN ANY DIRECTION

8 ALL FILL SHALL BE COMPACTED BY MECHANICAL METHODS. MAXIMUM LOOSE LIFT FOR COMPACTION SHALL BE 8 INCHES. ALL LIFTS SHALL BE TESTED FOR DENSITY BY AN INDEPENDENT LABORATORY APPROVED BY THE CITY AT THE CONTRACTOR'S EXPENSE. DENSITY REQUIREMENT SHALL BE AS SHOWN ON THE PLANS FOR THE TYPE OF MATERIAL CALLED FOR ON THE PLANS

9 ALL DISTURBED AREAS OF ROADWAY WORK SHALL HAVE GRASS ESTABLISHED IMMEDIATELY

10 ALL AREAS TO BE EXCAVATED OR FILLED SHALL HAVE EROSION CONTROL PLACED PRIOR TO COMMENCING ANY WORK. EROSION CONTROL DEVICES SHALL BE MAINTAINED THROUGHOUT THE PROJECT

11 ALL SIDEWALKS SHALL INCLUDE BARRIER-FREE RAMPS AT INTERSECTING STREETS, ALLEYS, DRIVEWAYS, ETC. BARRIER-FREE RAMPS SHALL MEET CURRENT TAS AND ADA ACCESSIBILITY GUIDELINE REQUIREMENTS

12 SIDEWALKS SHALL BE DOWELED INTO PAVEMENT WHERE IT ABUTS ANY PAVEMENT EXPANSION JOINT MATERIAL SHALL BE USED AT THESE LOCATIONS. STEEL FOR SIDEWALKS SHALL BE NUMBER 3 BARS PLACED PER THE DETAIL SHEET. 100 PERCENT TIED. PLASTIC CHAIRS WILL BE PLACED UNIFROMLY AT EVERY OTHER BAR. CONCRETE SHALL BE 3,000 PSI AT 28 DAYS COMPRESSIVE STRENGTH

13 TEST CYLINDERS: 1 SET OF 4 EVERY 80 TO 100 CY POURED, BUT NO LESS THAN 1 SET PER POUR OR PER DAY @ 7 DAYS, 2 @ 28 DAYS AND HOLD ONE. 56 DAY BREAKS ARE NOT ACCEPTABLE. MINIMUM 28 DAY DESIGN STRENGTH FOR ALL STREETS, ALLEYS, AND FIRE LANES IS 4000 PSI. IF 28 DAY STRENGTH IS NOT ATTAINED, THE LABORATORY NEEDS TO SCHEDULE CORES TO PROVE OUT THE DEFICIENT SECTION NO MORE THAN 2 DAYS BEYOND 28 AS A MINIMUM, ALL REPORTS SHALL INDICATE UNIT WEIGHT, AIR CONTENT, SLUMP, AND AMBIENT/CONCRETE TEMPERATURES FOR ANY FAILED PARAMETER FOR STREETS, ALLEYS, AND FIRE LANES, THE CITY ENGINEER OR FIRE MARSHALL SHALL DETERMINE IF THE PAVEMENT NEEDS TO BE CORED FOR DEPTH CHECKS EVERY 300 LF LT-CNTR-RT. THERE IS A MINIMUM OF ONE QUARTER INCH TOLERANCE FOR ALL CONCRETE DEPTHS. ANYTHING MORE THAN ONE QUARTER INCH SHY WILL BE REMOVED AND REPLACED ACCORDING TO CITY CRITERIA

14 ALL SUB-GRADE TESTING (INCLUDES FIRE LANES) GRADATIONS/PULVERIZATIONS SHALL BE TAKEN EVERY 300 LF AND PI'S EVERY 300 LF. DENSITIES (95% D TO +4% OF OPTIMUM MOISTURE) EVERY 300 LF, LT-CNTR-RT. GRAB SAMPLES WILL NEED TO BE TESTED FOR PI'S AT EACH GRADATION CHECK TO MAKE SURE SUFFICIENT LIME WAS INSTALLED. LIME DEPTH CHECKS EVERY 300 LF LT-CNTR-RT OR WHEN THE SOIL CHANGES COMPOSITION

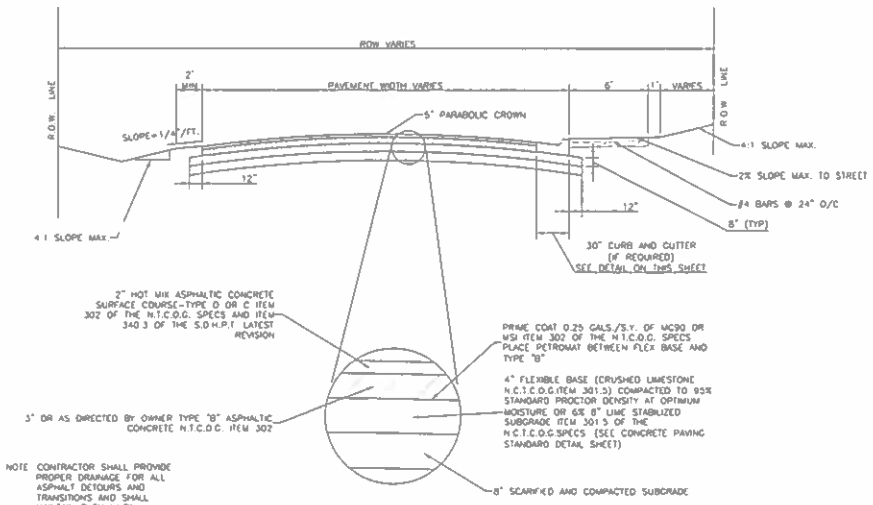
15 ALL DENSITY CONTROL SHALL BE RECEIVED, REVIEWED, AND APPROVED BY THE CITY PRIOR TO ANY SUBGRADE WORK. DENSITY REPORTS ARE ONLY GOOD FOR 48 HOURS AFTER TAKEN OR RIGHT BEFORE A RAIN. 2 BATCH DESIGNS REQUIRED. ONE EACH FOR MACHINE AND HAND POURS.

SPECIAL DETAILS OR MODIFICATIONS TO THESE STANDARD DETAILS TO BE UTILIZED ON ANY GIVEN PROJECT SHALL BE SUBMITTED TO THE CITY FOR APPROVAL FOR USE.

CERTIFICATION
THIS CITY OF LANCASTER STANDARD DETAIL SHEET IS AUTHORIZED FOR USE IN THIS PROJECT BY THE ENGINEER WHOSE SEAL APPEARS ON THIS SHEET. THIS ENGINEER IS ALSO CERTIFYING THAT THE CONTENT OF THE DETAILS AND NOTES ON THIS SHEET HAVE NOT BEEN ALTERED FROM THAT RECEIVED FROM THE CITY OF LANCASTER

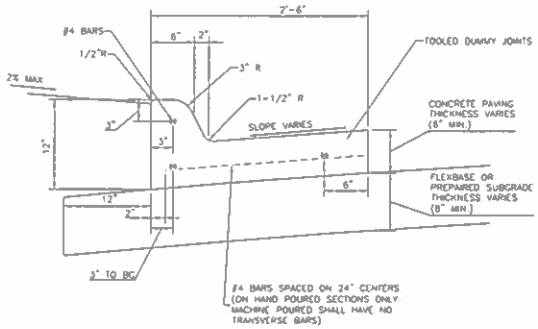
STANDARD GENERAL NOTES & TESTING REQUIRMENTS FOR WASTER, WASTEWATER, STORM SEWER AND PAVEMENT CONSTRUCTION

DESIGN	DRAWN	CHECK	DATE	SCALE	SECTION	NO
			May 2021	N.T.S.	GN-02	7 OF 34



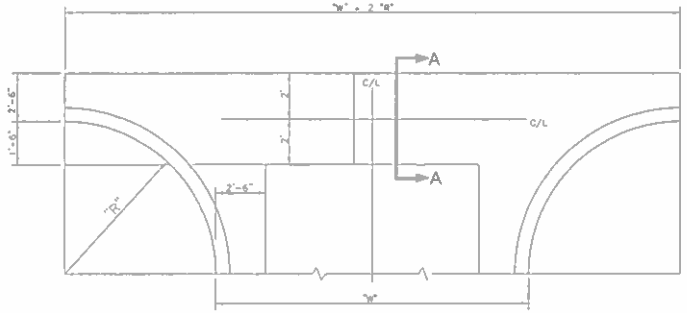
ASPHALT PAVEMENT CROSS SECTION

(FOR EXISTING ASPHALT ROADWAY EXTENSION TEMPORARY DETOURS AND TRANSITIONS)
NOT TO SCALE



6" MONOLITHIC CONCRETE CURB & GUTTER

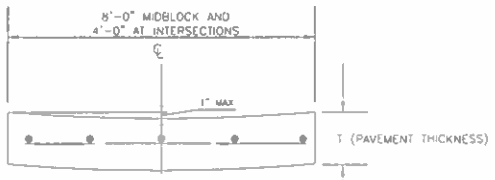
NOT TO SCALE



NOTE:
ALL CONCRETE FOR VALLEY GUTTER SHALL BE CLASS "A" 4500 PSI COMPRESSION STRENGTH REINFORCING STEEL SHALL BE NO 4 BARS ON 12" CENTERS BOTH WAYS

VALLEY GUTTER PLAN

NOT TO SCALE



SECTION A-A

NTS

VALLEY GUTTER SECTION

NOT TO SCALE

ASPHALT PAVING STANDARD RESIDENTIAL, COMMERCIAL INDUSTRIAL STREETS

GENERAL
ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS OF THE CITY OF LANCASTER, WHICH HAS ALSO ADOPTED THE FOURTH EDITION OF THE "STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION - NORTH CENTRAL TEXAS" AS PREPARED BY THE "N.C.T.C.O.G." SPECIFICATIONS COPIES MAY BE OBTAINED FROM THE NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS, 616 SIX FLAGS DRIVE, SUITE 200, ARLINGTON, TEXAS 76005-5888 (817) 640-3300 ALSO REFER TO N.C.T.C.O.G. ITEM 301 SPECIFICATIONS THERE SHALL BE NO LEAVE OUTS FOR UTILITY ADJUSTMENTS, ALL MANHOLE, VALVE SETS ETC. SHALL BE CONSTRUCTED TO FINAL GRADE PRIOR TO PAVING. MEDIANS AND PARKWAYS SHALL BE SODDED. (NO SEEDING)
CONTRACTOR SHALL CONTACT STREETS DEPARTMENT FOR THE REMOVAL OF CITY SIGNS IN RIGHT-OF-WAY
SUBGRADE PREPARATION
PLEASE REFER TO ITEM 301 OF THE N.C.T.C.O.G. SPECIFICATIONS
LIME STABILIZED SUBGRADE
A PLEASE REFER TO ITEM 301.2 OF THE N.C.T.C.O.G. SPECIFICATIONS. LIME SHALL BE PLACED USING THE SLURRY METHOD. MAY BE MIXED ON-SITE OR TRUCKED IN. PLEASE REFER N.C.T.C.O.G. ITEM 301.2 & 3
B SEE CITY OF LANCASTER STANDARD GENERAL TESTING REQUIREMENTS FOR WATER, WASTEWATER, STORM DRAIN, AND PAVEMENT CONSTRUCTION
MATERIAL
A ALL MATERIAL INCORPORATED IN THE CONSTRUCTION SHALL BE NEW
B HOT-MIX ASPHALT CONCRETE PAVEMENT
1 SPECIFICATION SHALL FOLLOW SECTION 302 OF THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION N.C.T.C.O.G. AND CONFORM TO THE TXDOT STANDARD FOR HOT-MIX ASPHALTIC CONCRETE
2 THE ASPHALTIC MIXTURE SHALL BE 95% FOR OVEN BURN OFF/GRADATION AND STABILITY
3 DENSITY
(a) A RELATIVE DENSITY OF NOT LESS THAN 95% STANDARD PROCTOR AND MOISTURE CONTENT WITHIN 0 TO +4% OPTIMUM WILL BE REQUIRED AFTER FINAL COMPACTION OF THE IN PLACE PAVEMENT SECTION
(b) THE CONTRACTOR SHALL SCHEDULE THE CUT LABORATORY TO CONE OUT IN THE FIELD AND ESTABLISH A ROLLING PATTERN
(c) THE USE OF NUCLEAR FIELD DENSITY DETERMINATIONS SHALL NOT BE ACCEPTED AS THE BASIS FOR ACCEPTANCE WITH RESPECT TO DENSITY
(d) THE CONTRACTOR SHALL BE RESPONSIBLE FOR ASSURING THAT THE COMPACTION OF THE ASPHALTIC CONCRETE IN PLACE WILL ATTAIN BETWEEN 3% AND 8% (FIVE AND NINE PERCENT) AIR VOIDS
(e) THE CONTRACTORS RESPONSIBILITY FOR THE REQUIRED COMPACTION INCLUDES THE SELECTION OF ROLLING EQUIPMENT AND SELECTION OF ROLLING PATTERNS TO ACHIEVE THE REQUIRED COMPACTION
4 MIXING TEMPERATURE RANGE AT TIME OF PLACEMENT SHALL BE BETWEEN 200° AND 325°. THE ASPHALTIC MIXTURE SHALL NOT BE PLACED WHEN THE AIR TEMPERATURE IS BELOW 50°F BUT MAY BE PLACED WHEN THE AIR TEMPERATURE IS ABOVE 40°F AND RISING. THE TEMPERATURE BEING TAKEN IN THE SHADE AND AWAY FROM ARTIFICIAL HEAT
5 COMPACTION CONTROL
(a) IN-PLACE COMPACTION CONTROL IS REQUIRED FOR ALL MIXTURES
(b) ASPHALTIC CONCRETE SHOULD BE PLACED AND COMPACTED TO CONTAIN NOT MORE THAN 9% (NINE PERCENT) NOR LESS THAN 3% (FIVE PERCENT) AIR VOID UNLESS OTHERWISE INDICATED
(c) THE PERCENT AIR VOIDS WILL BE CALIBRATED USING THE MAXIMUM THEORETICAL SPECIFIC GRAVITY OF THE MIXTURE DETERMINED ACCORDING TO TXDOT TEST METHOD Tex-227-F. ROADWAY SPECIMEN WHICH SHALL EITHER BE CORES OR SECTIONS OF PAVEMENT WILL BE TESTED ACCORDING TO TXDOT TEST METHOD Tex-207F.
(d) THE SAME SPECIMEN SHALL BE USED TO DETERMINING BOTH THE THEORETICAL DENSITY AND FIELD DENSITY
6 PRIME COAT WILL FOLLOW N.C.T.C.O.G. SPECIFICATIONS 302.7 AND 302.9.8
7 TACK COAT WILL FOLLOW N.C.T.C.O.G. SPECIFICATION 302.9.8.2
8 MIXING MIX DESIGNS SHALL FOLLOW N.C.T.C.O.G. SPECIFICATION 302.9.3 AND THE GRADING TABLES INCLUDED IN THIS SECTION. THESE MIXTURES WILL BE IN ACCORDANCE WITH TXDOT TEST METHOD Tex-204-F, DESIGN OF BITUMINOUS MIXTURES
C. CONCRETE CURB AND GUTTER
1 ALL CONCRETE FOR CURB AND GUTTER SHALL BE 4500 PSI, 3/8" AGR (±1 SK)
2 EXPANSION JOINTS SHALL BE PLACED AT ALL INTERSECTIONS (P.C., P.T., DRIVEWAYS, INLETS, AND OTHER CURB AND GUTTER OR EVERY 200 L.F.
3 ALL EXPANSION JOINTS SHALL NOT BE LESS THAN 3/4" IN THICKNESS WITH LONGITUDINAL DOWELS
4 DOWEL BARS SHALL BE THREE NO. 4 SMOOTH BARS, WITH A GREASED EXPANSION CAP WITH LENGTH AS FOLLOWS
(a) FOR 30" G&G LENGTH EQUALS 24"
(b) FOR 24" G&G LENGTH EQUALS 18"
(c) FOR 18" G&G LENGTH EQUALS 12"
5 ALL LOOSE MATERIAL BETWEEN THE FORM WILL BE REMOVED AND THE GRADE WETTED PRIOR TO THE PLACEMENT OF CONCRETE
6 CURING
(a) PLEASE REFER TO ITEM 303.5.8 AND 303.2.13.1 OF N.C.T.C.O.G. SPECIFICATIONS
(b) THE CONTRACTOR SHALL USE A WHITE PIGMENTED LIQUID CURING COMPOUND AS PER N.C.T.C.O.G. 303.5.8 AND 303.2.13.1
7 CURB & GUTTER REPLACEMENT IS 30" MONOLITHIC CONE PLACEMENT
TESTING
A PLEASE REFER TO THE GENERAL NOTES SHEETS, EX-01 OR G-01 FOR TESTING REQUIREMENTS FOR WATER, WASTEWATER, STORM DRAIN AND PAVEMENT CONSTRUCTION
B THE CONTRACTOR WILL PROVIDE BACKFILL, DENSITY AND CONCRETE TESTING FOR ALL PROJECTS UNLESS SPECIFIED OTHERWISE. ALL REPORTS SHALL BE TURNED INTO THE INSPECTOR WITHIN FIVE (5) WORKING DAYS
PRIVATE DEVELOPMENT PROJECTS:
A THE DEVELOPER/OWNER SHALL PROVIDE TESTING FOR ALL PROJECT UNLESS SPECIFIED OTHERWISE. ALL REPORTS SHALL BE TURNED INTO THE INSPECTOR WITHIN FIVE (5) WORKING DAYS. THE DEVELOPER/OWNER SHALL PROVIDE GEOTECHNICAL TESTING PRIOR TO CONSTRUCTION COMMENCING

CERTIFICATION:
THIS CITY OF LANCASTER STANDARD DETAIL SHEET IS AUTHORIZED FOR USE IN THE PROJECT BY THE ENGINEER WHOSE SEAL APPEARS ON THIS SHEET. THIS ENGINEER IS ALSO CERTIFYING THAT THE CONTENT OF THE DETAILS AND NOTES ON THIS SHEET HAVE NOT BEEN ALTERED FROM THAT RECEIVED FROM THE CITY OF LANCASTER

ASPHALT PAVEMENT, DETOURS AND TRANSITIONS STANDARD DETAILS

DESIGN	DRAWN	CHECK	DATE	SCALE	SECTION	NO.
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City of Lancaster
Wintergreen Rd

From Dallas Ave to Telephone Rd
4,966 feet (0.9407 Milis)

0 0.05 0.1 0.2 Miles

City of Lancaster, Texas
Standard Fixed Price Construction Agreement

This Agreement is made by and between the City of Lancaster, Texas, a home-rule municipality (hereinafter referred to as the "Owner") and Reynolds Asphalt & Construction Company, (hereinafter referred to as the "Contractor") for construction of Wintergreen Road between Dallas Avenue and Telephone Road, (hereinafter referred to as the "Project"), the Owner and the Contractor hereby agree as follows:

ARTICLE I: CONTRACT & CONTRACT DOCUMENTS

1.1 THE CONTRACT

1.1.1 The Contract between the Owner and the Contractor, of which this Agreement is a part, consists of the Contract Documents. It shall be effective on the date this Agreement is executed by the last party to execute it.

1.2. THE CONTRACT DOCUMENTS

1.2.1 The Contract Documents consist of this Agreement, the inter-local agreement between the City of Grand Prairie and the City of Lancaster, the pavement resurfacing services contract between the City of Grand Prairie and Reynolds Asphalt & Construction Company, the Specifications, the Drawings, all Change Orders and Field Orders issued hereafter, the pricing documents and map attached hereto; any other amendments hereto executed by the parties hereafter, together with the following (if any):

Documents not enumerated in this Paragraph 1.2.1 are not Contract Documents and do not form part of this Contract.

1.3 ENTIRE AGREEMENT

1.3.1 This Contract, together with the Contractor's performance, maintenance, and payment bonds for the Project, all General Conditions, Special Conditions, Plans and Specifications, and Addenda attached thereto, constitute the entire and exclusive agreement between the Owner and the Contractor with reference to the Project. Specifically, but without limitation, this Contract supersedes any bid documents and all prior written or oral communications, representations and negotiations, if any, between the Owner and Contractor not expressly made a part hereof.

1.4 NO PRIVITY WITH OTHERS

1.4.1 Nothing contained in this Contract shall create, or be interpreted to create, privity or any other contractual agreement between the Owner and any person or entity other than the Contractor.

1.5 INTENT AND INTERPRETATION

1.5.1 The intent of this Contract is to require complete, correct and timely execution of the Work. Any Work that may be required, implied or inferred by the Contract Documents, or any one or more of them, as necessary to produce the intended result shall be provided by the Contractor for the Contract Price.

1.5.2 This Contract is intended to be an integral whole and shall be interpreted as internally consistent. What is required by any one Contract Document shall be considered as required by the Contract.

1.5.3 When a word, term or phrase is used in this Contract, it shall be interpreted or construed, first, as defined herein; second, if not defined, according to its generally accepted meaning in the construction industry; and third, if there is no generally accepted meaning in the construction industry, according to its common and customary usage.

1.5.4 The words "include", "includes", or "including", as used in this Contract, shall be deemed to be followed by the phrase, "without limitation".

1.5.5 The specification herein of any act, failure, refusal, omission, event, occurrence or condition as constituting a material breach of this Contract shall not imply that any other, non-specified act, failure, refusal, omission, event, occurrence or condition shall be deemed not to constitute a material breach of this Contract.

1.5.6 Words or terms used as nouns in this Contract shall be inclusive of their singular and plural forms, unless the context of their usage clearly requires a contrary meaning.

1.5.7 The Contractor shall have a continuing duty to read, carefully study and compare each of the Contract Documents, the Shop Drawings, the Product Data, and any Plans and Specifications, and shall give written notice to the Owner of any inconsistency, ambiguity, error or omission which the Contractor may discover with respect to these documents before proceeding with the affected Work. The issuance or the express or implied approval by the Owner or the Architect of the Contract Documents, Shop Drawings, or Product Data shall not relieve the Contractor of the continuing duties imposed hereby, nor shall any such approval be evidence of the Contractor's compliance with this Contract. The Owner has requested the Architect to only prepare documents for the Project, including the Drawings and Specifications for the Project, which are accurate, adequate, consistent, coordinated and sufficient for construction. **However, the owner makes no representation or warranty of any nature whatsoever to the contractor concerning such documents.** By the execution hereof, the Contractor acknowledges and represents that it has received, reviewed and carefully examined such documents, has found them to be complete, accurate, adequate, consistent, coordinated and sufficient for construction, and that the Contractor has not, does not, and will not rely upon any representation or warranties by the Owner concerning such documents as no such representation or warranties

have been or are hereby made. Further, the Contractor represents and warrants that it has had a sufficient opportunity to inspect the Project site and assumes any and all responsibility for inadequacies or ambiguities in the plans, drawings or specifications as well as for latent conditions of the site where the work is to be performed.

1.5.8 As between numbers and scaled measurements on the Drawings and in the Design, the numbers shall govern, as between larger scale and smaller scale drawings, the larger scale shall govern.

1.5.9 Neither the organization of any of the Contract Documents into divisions, sections, paragraphs, articles, (or other categories), nor the organization or arrangement of the Design, shall control the Contractor in dividing the Work or in establishing the extent or scope of the Work to be performed by Subcontractors.

1.6 OWNERSHIP OF CONTRACT DOCUMENTS

1.6.1 The Contract Documents, and each of them, shall remain the property of the Owner. The Contractor shall have the right to keep one record set of the Contract Documents upon completion of the Project; provided, however, that in no event shall Contractor use, or permit to be used, any or all of such Contract Documents on other projects without the Owner's prior written authorization.

ARTICLE II: THE WORK

2.1 The Contractor shall perform all of the Work required, implied or reasonably inferable from, this Contract.

2.2 WORK

2.2.1 The term "Work" shall mean whatever is done by or required of the Contractor to perform and complete its duties under this Contract, including the following: construction of the whole or a designated part of the Project; furnishing of any required surety bonds and insurance, and the provision or furnishing of labor, supervision, services, materials, supplies, equipment, fixtures, appliances, facilities, tools, transportation, storage, power, permits and licenses required of the Contractor, fuel, heat, light, cooling and all other utilities as required by this Contract. The Work to be performed by the Contractor is generally described as follows:

Cost estimate and Scope of Work labeled Exhibit A

2.2.2 The Contractor shall be responsible for paying for and procuring all materials and labor and furnishing all services necessary or appropriate for the full performance of the Work and the for the full completion of the Project. All materials shall be new and materials and workmanship shall be of good quality. Upon request, the Contractor shall furnish satisfactory proof of the type, kind, and quality of materials.

ARTICLE III: CONTRACT TIME

3.1 TIME AND LIQUIDATED DAMAGES

3.1.1 The Contractor shall commence the Work within 10 days of receipt of a written Notice to Proceed, and shall achieve Substantial Completion of the Work no later than ninety (90) working days from the date specified in the Notice to Proceed. The parties acknowledge that time is of the essence in the performance of the terms of this Contract. The term "calendar days" shall mean any and all days of the week or month, no days being excepted. It is contemplated by the parties that the progress of the Work may be delayed by certain conditions beyond the control of the parties; these delays have been contemplated by the parties and considered in the time allotted for performance specified herein and includes, but is not limited to delays occasioned on account of adverse weather, temporary unavailability of materials, shipment delays, and the presence and potential interference of other contractors who may be performing work at the Project site unrelated to this agreement.

The number of calendar days from the date on which the Work is permitted to proceed, through the date set forth for Substantial Completion, shall constitute the "Contract Time".

3.1.2 The Contractor shall pay the Owner the sum of $120.00 per day for each and every calendar day of unexcused delay in achieving Substantial Completion beyond the date set forth herein for Substantial Completion of the Work. Any sums due and payable hereunder by the Contractor shall be payable, not as a penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by the Owner, estimated at or before the time of executing this Contract. When the Owner reasonably believes that Substantial Completion will be inexcusably delayed, the Owner shall be entitled, but not required, to withhold from any amounts otherwise due the Contractor an amount then believed by the Owner to be adequate to recover liquidated damages applicable to such delays. If and when the Contractor overcomes the delay in achieving Substantial Completion, or any part thereof, for which the Owner has withheld payment, the Owner shall promptly release to the Contractor those funds withheld, but no longer applicable, as liquidated damages.

3.1.3 In the event that the Contractor achieves certification of substantial completion prior to the scheduled completion date, the Owner shall pay to the Contractor the sum of $0.00 per day for each calendar day that substantial completion is certified in advance of the scheduled completion date.

3.1.4 No claim shall be made by the Contractor to the Owner, and no damages, costs or extra compensation shall be allowed or paid by the Owner to the Contractor for any delay or hindrance from any cause in the progress or completion of the Work or this Contract. The Contractor's sole remedy in the event of any delay or

hindrance shall be to request time extensions by written change orders as provided for hereinafter. Should the Contractor be delayed by an act of the Owner, or should the Owner order a stoppage of the Work for sufficient cause, an extension of time shall be granted by the Owner by written authorization upon written application, which extension shall not be unreasonably denied, to compensate for the delay.

3.1.5 The Owner shall have the authority to suspend the Work wholly or in part for such period or periods of time as it may deem appropriate due to unsuitable conditions considered unfavorable for the proper prosecution of the Work or for the failure of the Contractor to carry out instructions from the Owner or Owner's representative. During any period in which the Work is stopped or during which any of the Work is not actively in progress for any reason, Contractor shall properly protect the site and the Work from damage, loss or harm.

3.2 SUBSTANTIAL COMPLETION

3.2.1 "Substantial Completion" shall mean that stage in the progression of the Work when the Work is sufficiently complete in accordance with this Contract that the Owner can enjoy beneficial use or occupancy of the Work and can utilize the Work for its intended purpose, even though minor miscellaneous work and/or adjustment may be required.

3.3 TIME IS OF THE ESSENCE

3.3.1 All limitations of time set forth in the Contract Documents are of the essence of this Contract.

ARTICLE IV: CONTRACT PRICE

4.1 THE CONTRACT PRICE

4.1.1 The Owner shall pay, and the Contractor shall accept, as full and complete payment for all of the Work required herein, the fixed sum of up to one million fifty-nine thousand twelve dollars and zero cents ($1,059,012.00).

The sum set forth in this Paragraph 4.1 shall constitute the Contract Price which shall not be modified except by written Change Order as provided in this Contract.

ARTICLE V: PAYMENT OF THE CONTRACT PRICE

5.1 SCHEDULE OF VALUES

5.1.1 Within ten (10) calendar days of the effective date hereof, the Contractor shall submit to the Owner and/or to the Architect a Schedule of Values allocating the Contract Price to the various portions of the Work. The Contractor's Schedule of Values shall be prepared in such form, with such detail, and supported by such data as the Architect or the Owner may require to substantiate its accuracy. The Contractor shall not imbalance the Schedule of Values nor artificially inflate any element thereof. The violation of this provision by the Contractor shall constitute a material breach of this Contract. The Schedule of Values shall be used only as a basis for the Contractor's Applications for Payment and shall only constitute such basis after it has been acknowledged and accepted in writing by the Architect and the Owner.

5.2 PAYMENT PROCEDURE

5.2.1 The Owner shall pay the Contract Price to the Contractor as provided below.

5.2.2 ***PROGRESS PAYMENTS*** - Based upon the Contractor's Applications for Payment submitted to the Architect and upon Certificates for Payment subsequently issued to the Owner by the Architect, the Owner shall make progress payments to the Contractor on account of the Contract Price.

5.2.3 On or before the 25th day of each month after commencement of the Work, the Contractor shall submit an Application for Payment for the period ending the 15th day of the month to the Architect in such form and manner, and with such supporting data and content, as the Owner or the Architect may require. Therein, the Contractor may request payment for ninety percent (90%) of that portion of the Contract Price properly allocable to Contract requirements properly provided, labor, materials and equipment properly incorporated in the Work, less the total amount of previous payments received from the Owner. Such Application for Payment shall be signed by the Contractor and shall constitute the Contractor's representation that the Work has progressed to the level for which payment is requested in accordance with the Schedule of Values, that the Work has been properly installed or performed in full compliance with this Contract, and that the Contractor knows of no reason why payment should not be made as requested. Thereafter, the Architect will review the Application for Payment and may also review the Work at the Project site or elsewhere to determine whether the quantity and quality of the Work is as represented in the Application for Payment and is as required by this Contract. The Architect shall determine and certify to the Owner the amount properly owing to the Contractor. The Owner shall make partial payments on account of the Contract Price to the Contractor within thirty (30) days following the Architect's receipt and approval of each Application for Payment. The amount of each partial payment shall be the amount certified for payment by the Architect less such amounts, if any, otherwise owing by the Contractor to the Owner or which the Owner shall have the right to withhold as authorized by this Contract. The Architect's certification of the Contractor's Application for Payment shall not preclude the Owner from the exercise of any of its rights as set forth in Paragraph 5.3 below.

5.2.4 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment, all Work for which payments have been received from the Owner shall be free and clear of liens, claims, security interest or other encumbrances in favor of the Contractor or any other person or entity whatsoever.

5.2.5 The Contractor shall promptly pay each Subcontractor out of the amount paid to the Contractor on account of such Subcontractor's Work, the amount to which such Subcontractor is entitled. In the event the Owner becomes informed that the Contractor has not paid a Subcontractor as herein provided, the Owner shall have the right, but not the duty, to issue future checks in payment to the Contractor of amounts otherwise due hereunder naming the Contractor and such Subcontractor as joint payees. Such joint check procedure, if employed by the Owner, shall create no rights in favor of any person or entity beyond the right of the named payees to payment of the check and shall not be deemed to commit the Owner to repeat the procedure in the future.

5.2.6 No progress payment, nor any use or occupancy of the Project by the owner, shall be interpreted to constitute an acceptance of any Work not in strict accordance with this Contract.

5.3 WITHHELD PAYMENT

5.3.1 The Owner may decline to make payment, may withhold funds, and, if necessary, may demand the return of some or all of the amounts previously paid to the Contractor, to protect the Owner from loss because of:

(a) defective Work not remedied by the Contractor nor, in the opinion of the Owner, likely to be remedied by the Contractor;

(b) claims of third parties against the Owner or the Owner's property;

(c) failure by the Contractor to pay Subcontractors or others in a prompt and proper fashion;

(d) evidence that the balance of the Work cannot be completed in accordance with the Contract for the unpaid balance of the Contract Price,

(e) evidence that the Work will not be completed in the time required for substantial or final completion;

(f) persistent failure to carry out the Work in accordance with the Contract;

(g) damage to the Owner or a third party to whom the Owner is, or may be, liable.

In the event that the Owner makes written demand upon the Contractor for amounts previously paid by the Owner as contemplated in this Subparagraph 5.3.1, the Contractor shall promptly comply with such demand. The Owner shall have no duty to third parties to withhold payment to the Contractor and shall incur no liability for a failure to withhold funds.

5.4 UNEXCUSED FAILURE TO PAY

5.4.1 If within fifteen (15) days after the date established herein for payment to the Contractor by the Owner, the Owner, without cause or basis hereunder, fails to pay the Contractor any amount then due and payable to the Contractor, then the Contractor may after ten (10) additional days' written notice to the Owner and the Architect, and without prejudice to any other available rights or remedies it may have, stop the Work until payment of those amounts due from the Owner have been received. Late payments shall not accrue interest or other late charges.

5.5 SUBSTANTIAL COMPLETION

5.5.1 When the Contractor believes that the Work is substantially complete, the Contractor shall submit to the Architect a list of items to be completed or corrected. When the Architect on the basis of an inspection determines that the Work is in fact substantially complete, it will prepare a Certificate of Substantial Completion which shall establish the date of Substantial Completion, shall state the responsibilities of the Owner and the Contractor for Project security, maintenance, heat, utilities, damage to the Work, and insurance, and shall fix the time within which the Contractor shall complete the items listed therein. Guarantees required by the Contract shall commence on the date of Substantial Completion of the Work. The Certificate of Substantial Completion shall be submitted to the Owner and the Contractor for their written acceptance of the responsibilities assigned to them in such certificate.

Upon Substantial Completion of the Work, and execution by both the Owner and the Contractor of the Certificate of Substantial Completion, the Owner shall pay the Contractor an amount sufficient to increase total payments to the Contractor to one hundred percent (100%) of the Contract Price less three hundred percent (300%) of the reasonable cost as determined by the Owner and the Architect for completing all incomplete Work, correcting and bringing into conformance all defective and nonconforming Work, and handling all unsettled claims.

5.6 COMPLETION AND FINAL PAYMENT

5.6.1 When all of the Work is finally complete and the Contractor is ready for a final inspection, it shall notify the Owner and the Architect thereof in writing. Thereupon, the Architect will make final inspection of the Work and, if the Work is complete in full accordance with this Contract and this Contract has been fully performed, the Architect will promptly issue a final Certificate for Payment certifying to the Owner that the Project is complete and the Contractor is entitled to the remainder of the unpaid Contract Price, less any amount withheld pursuant to this Contract. If the Architect is unable to issue its final Certificate for Payment and is required to repeat its final inspection of the Work, the Contractor shall bear the cost of such repeat final inspection(s) which cost may be deducted by the Owner from the Contractor's final payment.

5.6.1.1 If the Contractor fails to achieve final completion within the time fixed by the Architect in its Certificate of Substantial Completion, the Contractor shall pay the

Owner the sum set forth hereinabove as liquidated damages per day for each and every calendar day of unexcused delay in achieving final completion beyond the date set forth herein for final completion of the Work. Any sums due and payable hereunder by the Contractor shall be payable, not as a penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by the Owner, estimated at or before the time of executing this Contract. When the Owner reasonably believes that final completion will be inexcusably delayed, the Owner shall be entitled, but not required, to withhold from any amounts otherwise due the Contractor an amount then believed by the Owner to be adequate to recover liquidated damages applicable to such delays. If and when the Contractor overcomes the delay in achieving final completion, or any part thereof, for which the Owner has withheld payment, the Owner shall promptly release to the Contractor those funds withheld, but no longer applicable, as liquidated damages.

5.6.2 The Contractor shall not be entitled to final payment unless and until it submits to the Architect its affidavit that all payrolls, invoices for materials and equipment, and other liabilities connected with the Work for which the Owner, or the Owner's property might be responsible, have been fully paid or otherwise satisfied; releases and waivers of lien from all Subcontractors of the Contractor and of any and all other parties required by the Architect or the Owner; consent of Surety, if any, to final payment. If any third party fails or refuses to provide a release of claim or waiver of lien as required by the Owner, the Contractor shall furnish a bond satisfactory to the Owner to discharge any such lien or indemnify the Owner from liability.

5.6.3 The Owner shall make final payment of all sums due the Contractor within ten (10) days of the Architect's execution of a final Certificate for Payment.

5.6.4 Acceptance of final payment shall constitute a waiver of all claims against the Owner by the Contractor except for those claims previously made in writing against the Owner by the Contractor, pending at the time of final payment, and identified in writing by the Contractor as unsettled at the time of its request for final payment.

5.6.5 Under no circumstance shall Contractor be entitled to receive interest on any payments or monies due Contractor by the Owner, whether the amount on which the interest may accrue is timely, late, wrongfully withheld, or an assessment of damages of any kind.

ARTICLE VI: THE OWNER

6.1 INFORMATION, SERVICES AND THINGS REQUIRED FROM OWNER

6.1.1 The Owner shall furnish to the Contractor, at the time of executing this Contract, any and all written and tangible material in its possession concerning conditions below ground at the site of the Project. Such written and tangible material is furnished to the Contractor only in order to make complete disclosure of such material and for no other purpose. By furnishing such material, the Owner does not represent, warrant, or guarantee its accuracy either in whole, in part, implicitly or explicitly, or at all, and shall have no liability therefore. The Owner shall also furnish surveys, legal limitations and utility locations (if known), and a legal description of the Project site.

6.1.2 Excluding permits and fees normally the responsibility of the Contractor, the Owner shall obtain all approvals, easements, and the like required for construction and shall pay for necessary assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

6.1.3 The Owner shall furnish the Contractor, free of charge, one copy of the Contract Documents for execution of the Work.

6.2 RIGHT TO STOP WORK

6.2.1 If the Contractor persistently fails or refuses to perform the Work in accordance with this Contract, or if the best interests of the public health, safety or welfare so require, the Owner may order the Contractor to stop the Work, or any described portion thereof, until the cause for stoppage has been corrected, no longer exists, or the Owner orders that Work be resumed. In such event, the Contractor shall immediately obey such order.

6.3 OWNER'S RIGHT TO PERFORM WORK

6.3.1 If the Contractor's Work is stopped by the Owner under Paragraph 6.2, and the Contractor fails within seven (7) days of such stoppage to provide adequate assurance to the Owner that the cause of such stoppage will be eliminated or corrected, then the Owner may, without prejudice to any other rights or remedies the Owner may have against the Contractor, proceed to carry out the subject Work. In such a situation, an appropriate Change Order shall be issued deducting from the Contract Price the cost of correcting the subject deficiencies, plus compensation for the Architect's additional services and expenses necessitated thereby, if any. If the unpaid portion of the Contract Price is insufficient to cover the amount due the Owner, the Contractor shall pay the difference to the Owner.

ARTICLE VII: THE CONTRACTOR

7.1 The Contractor is again reminded of its continuing duty set forth in Subparagraph 1.5.7. The Contractor shall perform no part of the Work at any time without adequate Contract Documents or, as appropriate, approved Shop Drawings, Product Data or Samples for such portion of the Work. If the Contractor performs any of the Work knowing it involves a recognized error, inconsistency or omission in the Contract Documents without such notice to the Architect, the Contractor shall bear responsibility for such performance and shall bear the cost of correction.

7.2 The Contractor shall perform the Work strictly in accordance with this Contract.

7.3 The Contractor shall supervise and direct the Work using the Contractor's best skill, effort and attention. The Contractor shall be responsible to the Owner for any and all acts or omissions of the Contractor, its employees and others engaged in the Work on behalf of the Contractor.

7.3.1 The Contractor shall give adequate attention to the faithful prosecution of the Work and the timely completion of this Contract, with authority to determine the manner and means of performing such Work, so long as such methods insure timely completion and proper performance.

7.3.2 The Contractor shall exercise all appropriate means and measures to insure a safe and secure jobsite in order to avoid and prevent injury, damage or loss to persons or property.

7.4 WARRANTY

7.4.1 The Contractor warrants to the Owner that all labor furnished to progress the Work under this Contract will be competent to perform the tasks undertaken, that the product of such labor will yield only first-class results, that materials and equipment furnished will be of good quality and new unless otherwise permitted by this Contract, and that the Work will be of good quality, free from faults and defects and in strict conformance with this Contract. All Work not conforming to these requirements may be considered defective.

7.5 The Contractor shall obtain and pay for all permits, fees and licenses necessary and ordinary for the Work. The Contractor shall comply with all lawful requirements applicable to the Work and shall give and maintain any and all notices required by applicable law pertaining to the Work.

7.6 SUPERVISION

7.6.1 The Contractor shall employ and maintain at the Project site only competent supervisory personnel. Absent written instruction from the Contractor to the contrary, the superintendent shall be deemed the Contractor's authorized representative at the site and shall be authorized to receive and accept any and all communications from the Owner or the Architect.

7.6.2 Key supervisory personnel assigned by the Contractor to this Project are as follows:

NAME	FUNCTION
Reynolds Asphalt & Construction Company's on-site Forman	

So long as the individuals named above remain actively employed or retained by the Contractor, they shall perform the functions indicated next to their names unless the Owner agrees to the contrary in writing. In the event one or more individuals not listed above subsequently assume one or more of those functions listed above, the Contractor shall be bound by the provisions of this Subparagraph 7.6.2 as though such individuals had been listed above.

7.7 The Contractor, within fifteen (15) days of commencing the Work, shall submit to the Owner and the Architect for their information, the Contractor's schedule for completing the Work. The Contractor's schedule shall be revised no less frequently than monthly (unless the parties otherwise agree in writing) and shall be revised to reflect conditions encountered from time to time and shall be related to the entire Project. Each such revision shall be furnished to the Owner and the Architect. Failure by the Contractor to strictly comply with the provisions of this Paragraph 7.7 shall constitute a material breach of this Contract.

7.8 The Contractor shall continuously maintain at the site, for the benefit of the owner and the Architect, one record copy of this Contract marked to record on a current basis changes, selections and modifications made during construction. Additionally, the Contractor shall maintain at the site for the Owner and Architect the approved Shop Drawings, Product Data, Samples and other similar required submittals. Upon final completion of the Work, all of these record documents shall be delivered to the Owner.

7.9 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

7.9.1 Shop Drawings, Product Data, Samples and other submittals from the Contractor do not constitute Contract Documents. Their purpose is merely to demonstrate the manner in which the Contractor intends to implement the Work in conformance with information received from the Contract Documents.

7.9.2 The Contractor shall not perform any portion of the Work requiring submittal and review of Shop Drawings, Product Data or Samples unless and until such submittal shall have been approved by the Architect. Approval by the Architect, however, shall not be evidence that Work installed pursuant thereto conforms with the requirements of this Contract.

7.10 CLEANING THE SITE AND THE PROJECT

7.10.1 The Contractor shall keep the site reasonably clean during performance of the Work. Upon final completion of the Work, the Contractor shall clean the site and the Project and remove all waste, rubbish, temporary structures, and other materials together with all of the Contractor's property therefrom. Contractor shall dispose of all refuse at a Texas Natural Resource Conservation Commission approved landfill. The Contractor shall further restore all property damaged during the prosecution of the Work and shall leave the site in a clean and presentable condition. No additional payment shall be made by the Owner for this work, the compensation having been considered and included in the contract price.

7.11 ACCESS TO WORK AND INSPECTIONS

7.11.1 The Owner and the Architect shall have access to the Work at all times from commencement of the

Work through final completion. The Contractor shall take whatever steps necessary to provide access when requested. When reasonably requested by the Owner or the Architect, the Contractor shall perform or cause to be performed such testing as may be necessary or appropriate to insure suitability of the jobsite or the Work's compliance with the Contract requirements.

7.12 INDEMNITY AND DISCLAIMER

7.12.1 **OWNER SHALL NOT BE LIABLE OR RESPONSIBLE FOR, AND SHALL BE INDEMNIFIED, DEFENDED, HELD HARMLESS AND RELEASED BY CONTRACTOR FROM AND AGAINST ANY AND ALL SUITS, ACTIONS, LOSSES, DAMAGES, CLAIMS, OR LIABILITY OF ANY CHARACTER, TYPE, OR DESCRIPTION, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES FOR INJURY OR DEATH TO ANY PERSON, OR INJURY OR LOSS TO ANY PROPERTY, RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS, INCLUDING THE CONTRACTOR, OR PROPERTY, ARISING OUT OF, OR OCCASIONED BY, DIRECTLY OR INDIRECTLY, THE PERFORMANCE OF CONTRACTOR UNDER THIS AGREEMENT, INCLUDING CLAIMS AND DAMAGES ARISING IN WHOLE OR IN PART FROM THE NEGLIGENCE OF OWNER, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE OWNER UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW. THE PROVISIONS OF THIS INDEMNIFICATION ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY. IT IS THE EXPRESSED INTENT OF THE PARTIES TO THIS AGREEMENT THAT THE INDEMNITY PROVIDED FOR IN THIS CONTRACT IS AN INDEMNITY EXTENDED BY CONTRACTOR TO INDEMNIFY AND PROTECT OWNER FROM THE CONSEQUENCES OF THE CONTRACTOR'S AS WELL AS THE OWNER'S NEGLIGENCE, WHETHER SUCH NEGLIGENCE IS THE SOLE OR PARTIAL CAUSE OF ANY SUCH INJURY, DEATH, OR DAMAGE, AND THAT THE CONTRACTOR IS SOLELY RESPONSIBLE FOR THE INDEMNIFICATION OF OWNER AND DEFENSE OF ANY CLAIMS AGAINST CONTRACTOR AND/OR OWNER ARISING FROM THE WORK PERFORMED UNDER THIS AGREEMENT.**

7.12.2 The Contractor will secure and maintain Contractual Liability insurance to cover this indemnification agreement that will be primary and non-contributory as to any insurance maintained by the Owner for its own benefit, including self-insurance. In addition, Contractor shall obtain and file with Owner a Standard Certificate of Insurance evidencing the required coverage.

7.12.3 In claims against any person or entity indemnified under this Paragraph 7.12 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Paragraph 7.12 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

7.13 NONDISCRIMINATION

7.13.1 The Contractor shall not discriminate in any way against any person, employee or job applicant on the basis of race, color, creed, national original, religion, age, sex, or disability where reasonable accommodations can be effected to enable the person to perform the essential functions of the job. The Contractor shall further insure that the foregoing nondiscrimination requirement shall be made a part and requirement of each subcontract on this Project.

7.14 PREVAILING WAGE RATES

7.14.1 The Contractor shall comply in all respects with all requirements imposed by any laws, ordinances or resolutions applicable to the Project with regard to the minimum prevailing wage rates for all classes of employees, laborers, subcontractors, mechanics, workmen and persons furnishing labor and services to the Project. The City of Lancaster has adopted US Department of Labor's Davis Bacon Wage Determinations as the Prevailing Wage Rate Schedule, available to the Contractor by request, which specifies the classes and wage rates to be paid to all persons. The Contractor shall pay not less than the minimum wage rates established thereby for each class, craft or type of labor, workman, or mechanic employed in the execution of this Contract. The failure of the Contractor to comply with this requirement shall result in the forfeiture to the City of $10.00 of a sum of not less than Sixty Dollars ($60.00) for each person per day, or portion thereof, that such person is paid less than the prevailing rate. Upon request by the Owner, Contractor shall make available for inspection and copying its books and records, including but not limited to its payroll records, account information and other documents as may be required by the Owner to insure compliance with this provision.

7.15 JOB SITE SAFETY PRECAUTIONS

7.15.1 The Contractor shall at all times exercise reasonable precautions for the safety of its employees, laborers, subcontractors, mechanics, workmen and others on and near the jobsite and shall comply with all laws, ordinances, regulations, and standards of federal, state and local safety laws and regulations. The Contractor shall provide such machinery guards, safe walk-ways, ladders, bridges, and other safety devices as may be necessary or appropriate to insure a safe and secure jobsite and shall require its subcontractors to comply with this requirement. The Contractor shall immediately comply with any and all safety requirements imposed by the Architect during the progress of the Work.

7.16 WARNING DEVICES AND BARRICADES

7.16.1 The Contractor shall furnish and maintain such warning devices, barricades, lights, signs, pavement markings, and other devices as may be necessary or

appropriate or required by the Architect to protect persons or property in, near or adjacent to the jobsite, including. No separate compensation shall be paid to the Contractor for such measures. Where the Work is being conducted in, upon or near streets, alleys, sidewalks, or other rights-of-way, the Contractor shall insure the placement, maintenance and operation of any and all such warning devices as may be required by the City of Lancaster and shall do so until no longer required by the City. Such devices shall be in compliance with and conform to the manual and specifications for the uniform system of traffic control devices adopted by the Texas Department of Transportation.

7.17 PROTECTION OF UTILITIES & OTHER CONTRACTORS

7.17.1 The Contractor shall use best efforts to leave undisturbed and uninterrupted all utilities and utility services provided to the jobsite or which presently exists at, above or beneath the location where the Work is to be performed. In the event that any utility or utility service is disturbed or damaged during the progress of the Work, the Contractor shall forthwith repair, remedy or restore the utility at Contractor's sole expense.

7.17.2 The Contractor understands and acknowledges that other contractors of the Owner or of other entities may be present at the jobsite performing other work unrelated to the Project. The Contractor shall use best efforts to work around other contractors without impeding the work of others while still adhering to the completion date established herein. In the event that the Contractor's work is or may be delayed by any other person, the Contractor shall immediately give notice thereof to the Architect and shall request a written Change Order in accordance with the procedures set forth by this Contract. The Contractor's failure to provide such notice and to request such Change Order shall constitute a waiver of any and all claims associated therewith.

ARTICLE VIII: CONTRACT ADMINISTRATION

8.1 THE ARCHITECT

8.1.1 When used in this Contract the term "Architect" does not necessarily denote a duly licensed, trained or certified architect; as used herein, the term shall be used interchangeably and shall mean a designated Architect, Engineer, or Contract Administrator (who may not be an architect or engineer) for the Owner, said person to be designated or redesignated by the Owner prior to or at any time during the Work hereunder. The Architect may be an employee of the Owner or may be retained by the Owner as an independent contractor but, in either event, the Architect's duties and authority shall be as set forth hereinafter. The Contractor understands and agrees that it shall abide by the decisions and instructions of the Architect notwithstanding the contractual relationship between the Owner and Architect. All of the Owner's instructions to the Contractor shall be through the Architect.

In the event the Owner should find it necessary or convenient to replace the Architect, the Owner shall retain a replacement Architect and the status of the replacement Architect shall be that of the former Architect.

8.2 ARCHITECT'S ADMINISTRATION

8.2.1 The Architect, unless otherwise directed by the Owner in writing, will perform those duties and discharge those responsibilities allocated to the Architect as set forth in this Contract. The Architect shall be the Owner's representative from the effective date of this Contract until final payment has been made.

8.2.2 The Owner and the Contractor shall communicate with each other in the first instance through the Architect.

8.2.3 The Architect shall be the initial interpreter of the requirements of the drawings and specifications and the judge of the performance thereunder by the Contractor. The Architect shall render written or graphic interpretations necessary for the proper execution or progress of the Work with reasonable promptness on request of the Contractor.

8.2.4 The Architect will review the Contractor's Applications for Payment and will certify to the Owner for payment to the Contractor, those amounts then due the Contractor as provided in this Contract.

8.2.5 The Architect shall have authority to reject Work which is defective or does not conform to the requirements of this Contract. If the Architect deems it necessary or advisable, the Architect shall have authority to require additional inspection or testing of the Work for compliance with Contract requirements.

8.2.6 The Architect will review and approve, or take other appropriate action as necessary, concerning the Contractor's submittals including Shop Drawings, Product Data and Samples. Such review, approval or other action shall be for the sole purpose of determining conformance with the design concept and information given through the Contract Documents.

8.2.7 The Architect will prepare Change Orders and may authorize minor changes in the Work by Field Order as provided elsewhere herein.

8.2.8 The Architect shall, upon written request from the Contractor, conduct inspections to determine the date of Substantial Completion and the date of final completion, will receive and forward to the Owner for the Owner's review and records, written warranties and related documents required by this Contract and will issue a final Certificate for Payment upon compliance with the requirements of this Contract.

8.2.9 The Architect's decisions in matters relating to aesthetic effect shall be final if consistent with the intent of this Contract.

8.3 CLAIMS BY THE CONTRACTOR

8.3.1 The Architect shall determine all claims and matters in dispute between the Contractor and Owner with regard to the execution, progress, or sufficiency of

the Work or the interpretation of the Contract Documents, including but not limited to the plans and specifications. Any dispute shall be submitted in writing to the Architect within seven (7) days of the event or occurrence or the first appearance of the condition giving rise to the claim or dispute who shall render a written decision within a reasonable time thereafter. The Architect's decisions shall be final and binding on the parties. In the event that either party objects to the Architect's determination as to any submitted dispute, that party shall submit a written objection to the Architect and the opposing party within ten (10) days of receipt of the Architect's written determination in order to preserve the objection. Failure to so object shall constitute a waiver of the objection for all purposes.

8.3.2 Pending final resolution of any claim of the Contractor, the Contractor shall diligently proceed with performance of this Contract and the Owner shall continue to make payments to the Contractor in accordance with this Contract.

8.3.3 ***CLAIMS FOR CONCEALED, LATENT OR UNKNOWN CONDITIONS*** - The Contractor expressly represents that it has been provided with an adequate opportunity to inspect the Project site and thoroughly review the Contract Documents and plans and specifications prior to submission of its bid and the Owner's acceptance of the bid. Subject to the conditions hereof, Contractor assumes full responsibility and risk for any concealed, latent or unknown condition which may affect the Work. No claims for extra work or additional compensation shall be made by Contractor in connection with concealed, latent or unknown conditions except as expressly provided herein. Should concealed, latent or unknown conditions encountered in the performance of the Work (a) below the surface of the ground or (b) in an existing structure be at variance with the conditions indicated by this Contract, or should unknown conditions of an unusual nature differing materially from those ordinarily encountered in the area and generally recognized as inherent in Work of the character provided for in this Contract, be encountered, the Contract Price shall be equitably adjusted by Change Order upon the written notice and claim by either party made within seven (7) days after the first observance of the condition. As a condition precedent to the Owner having any liability to the Contractor for concealed or unknown conditions, the Contractor must give the Owner and the Architect written notice of, and an opportunity to observe, the condition prior to disturbing it. The failure by the Contractor to make the written notice and claim as provided in this Subparagraph shall constitute a waiver by the Contractor of any claim arising out of or relating to such concealed, latent or unknown condition and the Contractor thereby assumes all risks and additional costs associated therewith.

8.3.4 ***CLAIMS FOR ADDITIONAL COSTS*** - If the Contractor wishes to make a claim for an increase in the Contract Price, as a condition precedent to any liability of the Owner therefore, the Contractor shall give the Architect written notice of such claim within seven (7) days after the occurrence of the event, or the first appearance of the condition, giving rise to such claim. Such notice shall be given by the Contractor before proceeding to execute any additional or changed Work. The failure by the Contractor to give such notice and to give such notice prior to executing the Work shall constitute a waiver of any claim for additional compensation.

8.3.4.1 In connection with any claim by the Contractor against the Owner for compensation in excess of the Contract Price, any liability of the Owner for the Contractor's costs shall be strictly limited to direct costs incurred by the Contractor and shall in no event include indirect costs or consequential damages of the Contractor. The Owner shall not be liable to the Contractor for claims of third parties, including Subcontractors. The Owner shall not be liable to the Contractor for any claims based upon delay to the Contractor for any reason whatsoever including any act or neglect on the part of the Owner.

8.3.5 ***CLAIMS FOR ADDITIONAL TIME*** - If the Contractor is delayed in progressing any task which at the time of the delay is then critical or which during the delay becomes critical, as the sole result of any act or neglect to act by the Owner or someone acting in the Owner's behalf, or by changes ordered in the Work, unusual delay in transportation, unusually adverse weather conditions not reasonably anticipated, fire or any causes beyond the Contractor's control, then the date for achieving Substantial Completion of the Work shall be extended upon the written notice and claim of the Contractor to the Owner and the Architect, for such reasonable time as the Architect may determine. Any notice and claim for an extension of time by the Contractor shall be made not more than seven (7) days after the occurrence of the event or the first appearance of the condition giving rise to the claim and shall set forth in detail the Contractor's basis for requiring additional time in which to complete the Project. In the event the delay to the Contractor is a continuing one, only one notice and claim for additional time shall be necessary. If the Contractor fails to make such claim as required in this Subparagraph, any claim for an extension of time shall be waived. The procedures and remedies provided by this provision shall be the sole remedy of Contractor and Contractor shall not assert nor be entitled to any additional delays or damages associated therewith.

8.4 FIELD ORDERS

8.4.1 The Architect shall have authority to order minor changes in the Work not involving a change in the Contract Price or in Contract Time and not inconsistent with the intent of the Contract. Such changes shall be effected by Field Order and shall be binding upon the Contractor. The Contractor shall carry out such Field Orders promptly.

8.5 MEDIATION

8.5.1 In the event that a dispute arises under the terms of this Contract, following an adverse

determination by the Architect and proper preservation of the issue as required herein, the parties agree to submit to mediation. In such event, the parties shall agree to a designated person to serve as mediator and each party shall be responsible for payment of one-half of the total mediation fees. The parties shall submit the dispute to mediation as soon as practical and in no event later than one (1) year after the Architect's written decision on the matter. At least one designated representative of each party must attend and participate in good faith in an effort to resolve the matters in dispute.

8.5.2 In no event shall the foregoing provision justify or authorize any delay in the progress of the Work; the parties shall abide by the decision of the Architect in accomplishing the timely completion of the Project.

ARTICLE IX: SUBCONTRACTORS

9.1 DEFINITION

9.1.1 A Subcontractor is an entity which has a direct contract with the Contractor to perform a portion of the Work. No Subcontractor shall be in privity with the Owner.

9.2 AWARD OF SUBCONTRACTS

9.2.1 Upon execution of the Contract, the Contractor shall furnish the Owner, in writing, the names of persons or entities proposed by the Contractor to act as a Subcontractor on the Project. The Owner shall promptly reply to the Contractor, in writing, stating any objections the Owner may have to such proposed Subcontractor. The Contractor shall not enter into a subcontract with a proposed Subcontractor with reference to whom the Owner has made timely objection. The Contractor shall not be required to subcontract with any party to whom the Contractor has objection.

9.2.2 All subcontracts shall afford the Contractor rights against the Subcontractor which correspond to those rights afforded to the Owner against the Contractor herein, including those rights afforded to the Owner by Subparagraph 12.2.1 below. All subcontracts shall incorporate by reference the provisions hereof and shall provide that no claims, causes or demands shall be made by any Subcontractor against the Owner.

9.2.3 The Contractor shall indemnify, defend and hold harmless the Owner from and against any and all claims, demands, causes of action, damage, and liability asserted or made against the Owner by or on behalf of any Subcontractor.

ARTICLE X: CHANGES IN THE WORK

10.1 CHANGES PERMITTED

10.1.1 Changes in the Work within the general scope of this Contract, consisting of additions, deletions, revisions, or any combination thereof, may be ordered without invalidating this Contract, by Change Order or by Field Order.

10.1.2 Changes in the Work shall be performed under applicable provisions of this Contract and the Contractor shall proceed promptly with such changes.

10.2 CHANGE ORDER DEFINED

10.2.1 Change Order shall mean a written order to the Contractor executed by the Owner and the Architect, issued after execution of this Contract, authorizing and directing a change in the Work or an adjustment in the Contract Price or the Contract Time, or any combination thereof. The Contract Price and the Contract Time may be changed only by written Change Order.

10.3 CHANGES IN THE CONTRACT PRICE

10.3.1 Any change in the Contract Price resulting from a Change Order shall be determined as follows: (a) by mutual agreement between the Owner and the Contractor as evidenced by (1) the change in the Contract Price being set forth in the Change Order, (2) such change in the Contract Price, together with any conditions or requirements related thereto, being initialed by both parties and (3) the Contractor's execution of the Change Order, or (b) if no mutual agreement occurs between the Owner and the Contractor, then, as provided in Subparagraph 10.3.2 below.

10.3.2 If no mutual agreement occurs between the Owner and the Contractor as contemplated in Subparagraph 10.3.1 above, the change in the Contract Price, if any, shall then be determined by the Architect on the basis of the reasonable expenditures or savings of those performing, deleting or revising the Work attributable to the change, including, in the case of an increase or decrease in the Contract Price, a reasonable allowance for direct job site overhead and profit. In such case, the Contractor shall present, in such form and with such content as the Owner or the Architect requires an itemized accounting of such expenditures or savings, plus appropriate supporting data for inclusion in a Change Order. Reasonable expenditures or savings shall be limited to the following: reasonable costs of materials, supplies, or equipment including delivery costs, reasonable costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance, reasonable rental costs of machinery and equipment exclusive of hand tools whether rented from the Contractor or others, reasonable costs of premiums for all bonds and insurance, permit fees, and sales, use or other taxes related to the Work, and reasonable cost of direct supervision and jobsite field office overhead directly attributable to the change. In no event shall any expenditure or savings associated with the Contractor's home office or other non-jobsite overhead expense be included in any change in the Contract Price. Pending final determination of reasonable expenditures or savings to the Owner, payments on account shall be made to the Contractor on the Architect's Certificate for Payment.

10.3.3 If unit prices are provided in the Contract, and if the quantities contemplated are so changed in a proposed Change Order that application of such unit prices to the quantities of Work proposed will cause substantial inequity to the Owner or to the Contractor, the applicable unit prices shall be equitably adjusted.

10.4 MINOR CHANGES

10.4.1 The Architect shall have authority to order minor changes in the Work not involving a change in the Contract Price or an extension of the Contract Time and not inconsistent with the intent of this Contract. Such minor changes shall be made by written Field Order, and shall be binding upon the owner and the Contractor. The Contractor shall promptly carry out such written Field Orders.

10.5 EFFECT OF EXECUTED CHANGE ORDER

10.5.1 The execution of a Change Order by the Contractor shall constitute conclusive evidence of the Contractor's agreement to the ordered changes in the Work, this Contract as thus amended, the Contract Price and the Contract Time. The Contractor, by executing the Change Order, waives and forever releases any claim against the Owner for additional time or compensation for matters relating to or arising out of or resulting from the Work included within or affected by the executed Change Order.

10.6 NOTICE TO SURETY; CONSENT

10.6.1 The Contractor shall notify and obtain the consent and approval of the Contractor's surety with reference to all Change Orders if such notice, consent or approval is required by the Contractor's surety or by law. The Contractor's execution of the Change Order shall constitute the Contractor's warranty to the Owner that the surety has been notified of and consents to, such Change Order and the surety shall be conclusively deemed to have been notified of such Change Order and to have expressly consented thereto.

ARTICLE XI: UNCOVERING & CORRECTING WORK

11.1 UNCOVERING WORK

11.1.1 If any of the Work is covered contrary to the Architect's request or to any provisions of this Contract, it shall, if required by the Architect or the Owner, be uncovered for the Architect's inspection and shall be properly replaced at the Contractor's expense without change in the Contract Time.

11.1.2 If any of the Work is covered in a manner not inconsistent with Subparagraph 11.1.1 above, it shall, if required by the Architect or Owner, be uncovered for the Architect's inspection. If such Work conforms strictly with this Contract, costs of uncovering and proper replacement shall by Change Order be charged to the Owner. If such Work does not strictly conform with this Contract, the Contractor shall pay the costs of uncovering and proper replacement.

11.2 CORRECTING WORK

11.2.1 The Contractor shall immediately proceed to correct Work rejected by the Architect as defective or failing to conform to this Contract. The Contractor shall pay all costs and expenses associated with correcting such rejected Work, including any additional testing and inspections, and reimbursement to the Owner for the Architect's services and expenses made necessary thereby.

11.2.2 If within one (1) year after Substantial Completion of the Work any of the Work is found to be defective or not in accordance with this Contract, the Contractor shall correct it promptly upon receipt of written notice from the Owner. This obligation shall survive final payment by the Owner and termination of this Contract. With respect to Work first performed and completed after Substantial Completion, this one-year obligation to specifically correct defective and nonconforming Work shall be extended by the period of time which elapses between Substantial Completion and completion of the subject Work.

11.2.3 Nothing contained in this Paragraph 11.2 shall establish any period of limitation with respect to other obligations which the Contractor has under this Contract. Establishment of the one-year time period in Subparagraph 11.2.2 relates only to the duty of the Contractor to specifically correct the Work.

11.3 OWNER MAY ACCEPT DEFECTIVE OR NONCONFORMING WORK

11.3.1 If the Owner chooses to accept defective or nonconforming Work, the Owner may do so. In such event, the Contract Price shall be reduced by the greater of (a) the reasonable cost of removing and correcting the defective or nonconforming Work, and (b) the difference between the fair market value of the Project as constructed and the fair market value of the Project had it not been constructed in such a manner as to include defective or nonconforming Work. If the remaining portion of the unpaid Contract Price, if any, is insufficient to compensate the Owner for its acceptance of defective or nonconforming Work, the Contractor shall, upon written demand from the Owner, pay the Owner such remaining compensation for accepting defective or nonconforming Work.

ARTICLE XII: CONTRACT TERMINATION

12.1 TERMINATION BY THE CONTRACTOR

12.1.1 If the Work is stopped for a period of ninety (90) days by an order of any court or other public authority, or as a result of an act of the Government, through no fault of the Contractor or any person or entity working directly or indirectly for the Contractor, the Contractor may, upon ten (10) days' written notice to the Owner and the Architect, terminate performance under this Contract and recover from the Owner payment for the actual reasonable expenditures of the Contractor (as limited in Subparagraph 10.3.2 above) for all Work executed and for materials, equipment, tools, construction equipment

and machinery actually purchased or rented solely for the Work, less any salvage value of any such items.

12.1.2 If the Owner shall persistently or repeatedly fail to perform any material obligation to the Contractor for a period of fifteen (15) days after receiving written notice from the Contractor of its intent to terminate hereunder, the Contractor may terminate performance under this Contract by written notice to the Architect and the Owner. In such event, the Contractor shall be entitled to recover from the Owner as though the Owner had terminated the Contractor's performance under this Contract for convenience pursuant to Subparagraph 12.2.1 hereunder.

12.2 TERMINATION BY THE OWNER

12.2.1 ***FOR CONVENIENCE***

12.2.1.1 The Owner may for any reason whatsoever terminate performance under this Contract by the Contractor for convenience. The Owner shall give written notice of such termination to the Contractor specifying when termination becomes effective.

12.2.1.2 The Contractor shall incur no further obligations in connection with the Work and the Contractor shall stop Work when such termination becomes effective. The Contractor shall also terminate outstanding orders and subcontracts. The Contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders. The Owner may direct the Contractor to assign the Contractor's right, title and interest under terminated orders or subcontracts to the Owner or its designee.

12.2.1.3 The Contractor shall transfer title and deliver to the Owner such completed or partially completed Work and materials, equipment, parts, fixtures, information and Contract rights as the Contractor has.

12.2.1.4

(a) The Contractor shall submit a termination claim to the Owner and the Architect specifying the amounts due because of the termination for convenience together with costs, pricing or other data required by the Architect. If the Contractor fails to file a termination claim within one (1) year from the effective date of termination, the Owner shall pay the Contractor, an amount derived in accordance with subparagraph (c) below.

(b) The Owner and the Contractor may agree to the compensation, if any, due to the Contractor hereunder.

(c) Absent agreement to the amount due to the Contractor, the Owner shall pay the Contractor the following amounts:

(i) Contract prices for labor, materials, equipment and other services accepted under this Contract;

(ii) Reasonable costs incurred in preparing to perform and in performing the terminated portion of the Work, and in terminating the Contractor's performance, plus a fair and reasonable allowance for overhead and profit thereon (such profit shall not include anticipated profit or consequential damages), provided however, that if it appears that the Contractor would have not profited or would have sustained a loss if the entire Contract would have been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss, if any;

(iii) Reasonable costs of settling and paying claims arising out of the termination of subcontracts or orders pursuant to Subparagraph 12.2.1.2 of this Paragraph. These costs shall not include amounts paid in accordance with other provisions hereof.

The total sum to be paid the Contractor under this Subparagraph 12.2.1 shall not exceed the total Contract Price, as properly adjusted, reduced by the amount of payments otherwise made, and shall in no event include duplication of payment.

12.2.2 *FOR CAUSE*

12.2.2.1 If the Contractor persistently or repeatedly refuses or fails to prosecute the Work in a timely manner, abandons the jobsite and fails to resume work within five (5) days of written notice thereof by the Owner, fails to grant or allow access to the jobsite by the Owner or Architect, fails to supply enough properly skilled workers, supervisory personnel or proper equipment or materials, fails to make prompt payment to Subcontractors or for materials or labor, persistently disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, or otherwise is guilty of a violation of a material provision of this Contract, then the Owner may by written notice to the Contractor, without prejudice to any other right or remedy, terminate the employment of the Contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor and may finish the Work by whatever methods it may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the Work is finished.

12.2.2.2 If the unpaid balance of the Contract Price does not exceed the cost of finishing the work, including compensation for the Architect's additional services and expenses made necessary thereby, such difference shall be paid by the Contractor to the Owner. This obligation for payment shall survive the termination of the Contract.

12.2.2.3 In the event the employment of the Contractor is terminated by the Owner for cause pursuant to Subparagraph 12.2.2 and it is subsequently determined by a Court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a Termination for Convenience under Subparagraph 12.2.1 and the provisions of Subparagraph 12.2.1 shall apply.

ARTICLE XIII: INSURANCE

13.1 CONTRACTOR SHALL MAINTAIN INSURANCE

13.1.1 The Contractor at his own expense shall purchase, maintain and keep in force during the life of this contract, adequate insurance that will protect the Contractor and/or any Additional Insured from claims which may arise out of or result from operations under this contract. The insurance required shall provide adequate protections from all claims, whether such operations be by the Contractor or by any Additional Insured or by any Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone whose acts of any of them may be liable and from any special hazards, such as blasting, which may be encountered in the performance of this contract in the amounts as shown below in Paragraph 13.2.1.

13.1.2 The Contractor shall not commence work on any Contract in the City of Lancaster until the Contractor has obtained all the insurance required under this paragraph and such insurance has been approved by the City.

13.2 TYPES AND AMOUNTS OF INSURANCE

13.2.1. The Contractor shall furnish and maintain during the life of the contract adequate Insurance in such amounts as follows:

Type of Insurance	Amount
Worker's Compensation as set forth in the Worker's Compensation Act.	
Commercial General Liability	
$1,000,000 Each Accident/Occurrence. The policy shall have no coverage removed by exclusions.	
Limit of Insurance per Project or Owner's and Contractor's Protective Liability Insurance for the Project.	
Automobile Liability	
$500,000 Combined single limit per occurrence.	

13.2 INSTALLATION FLOATER

This insurance shall protect the Contractor and the Owner from all insurable risks of physical loss or damage to materials and equipment not otherwise covered under builder's risk insurance, while in warehouse or storage areas, during installation, during testing, and after the work is completed. Installation floater insurance shall be of the "all risks" type, with coverage's designed for the circumstances which may occur in the particular work included in this contract. The coverage shall be for an amount not less than the insurable value of the work at completion, less the value of the materials and equipment insured under builder's risk insurance. The value shall include the aggregate value of the Owner furnished equipment and materials to be erected or installed by the Contractor not otherwise insured under builder's risk insurance.

13.3 Builders Risk

This insurance shall be written in completed value form and shall protect the Contractor and the Owner against risks of damage to buildings, structures, and materials and equipment not otherwise covered under installation floater insurance, from the perils of fire and lightning, the perils included in the standard extended coverage endorsement, and the perils of vandalism and malicious mischief. The amount of such insurance shall not be less than the insurable value of the work at completion less the value of the materials and equipment insured under installation floater insurance.

Equipment installed under this contract shall be insured under installation floater insurance when the aggregate value of the equipment exceeds $10,000.00.

If the work does not include the construction of building structures, builder's risk insurance may be omitted providing the installation floater insurance fully covers all work.

Builder's risk insurance shall provide for losses to be payable to the Contractor and the Owner as their interests may appear and shall contain a waiver of subrogation rights against the insured parties.

13.4 ADDITIONAL INSURED / PROJECT INFORMATION

The Owner shall be named as an additional insured on the Commercial General Liability (Public), Policies furnished by the Contractor.

The project name and bid/contract number shall be listed on the certificate.

13.5 WRITTEN NOTIFICATION

Each insurance policy shall contain a provision requiring that thirty (30) days prior to expiration, cancellation, non-renewal or any material change in coverage, a notice there of shall be given by certified mail to the Purchasing Agent, City of Lancaster, PO Box 940, Lancaster, Texas, 75146.

13.6 PREMIUMS AND ASSESSMENTS

Companies issuing the insurance policies shall have no recourse against the City for payment of any premiums or assessments for any deductibles which are at the sole responsibility and risk of the Contractor.

13.7 CERTIFICATE OF INSURANCE

Proof that the insurance is in force shall be furnished to the City of Lancaster on a Standard Certificate of Insurance Form. In the event any insurance policy shown on the Certificate of Insurance has an expiration date that is prior to the completion and final acceptance of the project by the City of Lancaster, the contractor shall furnish the City proof of identical continued coverage no later than thirty (30) days prior to the expiration date shown on the Certificate of Insurance.

13.8 PRIMARY COVERAGE

The coverage's provided herein shall be primary and noncontributory with any other insurance maintained by

the City of Lancaster, Texas, for its benefit, including self insurance.

13.9 WORKER'S COMPENSATION INSURANCE COVERAGE

13.9.1 The Contractor shall:

1) provide coverage for its employees providing services on a project, for the duration of the project based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements;

2) provide a certificate of coverage showing workers' compensation coverage to the governmental entity prior to beginning work on the project;

3) provide the governmental entity prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the contractor's current certificate of coverage ends during the duration of the project;

4) obtain from each person providing services on a project, and provide to the governmental entity:

(A) a certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and

(B) no later than seven days after receipt by the contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

5) retain all required certificates of coverage on file for the duration of the project and for one year thereafter;

6) notify the governmental entity in writing by certified mail or personal delivery, within 10 days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project;

7) post a notice on each project site informing all persons providing services on the project that they are required to be covered, and stating how a person may verify current coverage and report failure to provide coverage. This notice does not satisfy other posting requirements imposed by the Act or other commission rules. This notice must be printed with a title in at least 30 point bold type and text in at least 19 point normal type, and shall be in both English and Spanish and any other language common to the worker population. The text for the notices shall be the following text provided by the Texas Worker's Compensation Commission on the sample notice, without any additional words or changes:

Required Workers' Compensation Coverage

"The law requires that each person working on this site or providing services related to this construction project must be covered by workers' compensation insurance. This includes persons providing, hauling, or delivering equipment or materials, or providing labor or transportation or other service related to the project, regardless of the identity of their employer or status as an employee."

"Call the Texas Workers' Compensation Commission at 512-440-3789 to receive information on the legal requirement for coverage, to verify whether your employer has provided the required coverage, or to report an employer's failure to provide coverage."

and

(8) contractually require each person with whom it contracts to provide services on a project, to:

(A) provide coverage based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements for all of its employees providing services on the project, for the duration of the project;

(B) provide a certificate of coverage to the contractor prior to that person beginning work on the project;

(C) include in all contracts to provide services on the project the language in subsection (e) (3) of this rule;

(D) provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

(E) obtain from each other person with whom it contracts, and provide to the Contractor:

(i) a certificate of coverage, prior to the other person beginning work on the project; and

(ii) prior to the end of the coverage period, a new certificate of coverage showing extension of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

(F) retain all required certificates of coverage on file for the duration of the project and for one year thereafter;

(G) notify the governmental entity in writing by certified mail or personal delivery, within 10 days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and

(H) contractually require each other person with whom it contracts, to perform as required by

sub-paragraphs (A) - (H) of this paragraph, with the certificate of coverage to be provided to the person for whom they are providing services.

ARTICLE XIV: MISCELLANEOUS

14.1 LAWS AND ORDINANCES

14.1.1 The Contractor shall at all times and in all respects observe and comply with all federal, state and local laws, ordinances, and regulations applicable to the Project and Work. The Contractor shall further insure that all Subcontractors observe and comply with said laws, ordinances and regulations.

14.2 GOVERNING LAW

14.2.1 The Contract shall be governed by the laws of the State of Texas. Venue for any causes of action arising under the terms or provisions of this Contract or the Work to be performed hereunder shall be in the courts of Dallas County, Texas.

14.3 SUCCESSORS AND ASSIGNS

14.3.1 The Owner and Contractor bind themselves, their successors, assigns and legal representatives to the other party hereto and to successors, assigns and legal representatives of such other party in respect to covenants, agreements and obligations contained in this Contract. The Contractor shall not assign this Contract without written consent of the Owner.

14.4 SURETY BONDS

14.4.1 If the Contract Price exceeds the sum of $25,000.00, the Contractor shall furnish separate performance and payment bonds to the Owner, according to the requirements set out in the bid documents and state statutes to guaranty full and faithful performance of the Contract and the full and final payment of all persons supplying labor or materials to the Project. Each bond required by the bid documents or state statute shall set forth a penal sum in an amount not less than the Contract Price. Each bond furnished by the Contractor shall incorporate by reference the terms of this Contract as fully as though they were set forth verbatim in such bonds. In the event the Contract Price is adjusted by Change Order executed by the Contractor, the penal sum of both the performance bond and the payment bond shall be deemed increased by like amount. The performance and payment bonds furnished by the Contractor shall be in form suitable to the Owner and shall be executed by a surety, or sureties, reasonably suitable to the Owner and authorized to do business in the State of Texas by the State Board of Insurance.

14.4.2 If the Contract Price exceeds the sum of $25,000.00, the Contractor, upon execution of the Contract and prior to commencement of the Work, shall furnish to the Owner a two-year maintenance bond in the amount of one hundred percent (100%) of the Contract Price covering the guaranty and maintenance prescribed herein, written by an approved surety authorized and duly licensed to conduct business in the State of Texas. The cost of said maintenance bond shall be included in the Contractor's unit bid prices and shall be paid by the Contractor.

14.5 SEVERABILITY

14.5.1 The provisions of this Contract are herein declared to be severable; in the event that any term, provision or part hereof is determined to be invalid, void or unenforceable, such determination shall not affect the validity or enforceability of the remaining terms, provisions and parts, and this Contract shall be read as if the invalid, void or unenforceable portion had not be included herein.

14.6 AMENDMENTS

14.6.1 This Contract may be amended by the parties only by a written agreement duly executed by both parties. The failure of the Owner to object to any nonperformance or nonconforming work or to enforce any provision hereof shall in no event be regarded as or construed to be a waiver, release or modification of any term or provision in this Contract, nor shall such failure to object or enforce stop the Owner from insisting on strict compliance with this Contract or from recovering damages, costs or expenses arising as a result of such nonperformance or nonconforming work.

14.7 NOTICES

14.6.1 All notices required by this Contract shall be presumed received when deposited in the mail properly addressed to the other party or Architect at the address set forth herein or set forth in a written designation of change of address delivered to all parties and the Architect.

EXECUTED in single or multiple originals, this 13th day of June, 2022.

CITY OF LANCASTER

_____

Opal Mauldin-Jones, City Manager

ATTEST:

_____

Sorangel O. Arenas, City Secretary

Reynolds Asphalt & Construction Company

_____

_____

Type/Print Name and Title

Address

CITY OF LANCASTER CITY COUNCIL

City Council Regular Meeting **5.**

Meeting Date: 06/13/2022

Policy Statement: This request supports the City Council 2021-2022 Policy Agenda

Goal(s): Sound Infrastructure

Submitted by: Andrew Waits, Director of Public Works

Agenda Caption:

Consider a resolution approving the terms and conditions of an agreement with Reynolds Asphalt Company for the reconstruction of a portion of Bear Creek Road between Bluegrove Road and State Highway 342 in an amount not to exceed one million two hundred ninety-one thousand four hundred twenty-seven dollars and fifty cents ($1,291,427.50).

Background:

Sound Infrastructure has been identified as a Key Performance Objective by the City Council. The City has a pavement management program which has rated the roadways within the City and recommended maintenance based upon the conditions. Staff has been completing infrastructure projects annually to realize the goal of having a preventative maintenance program and well maintained streets. The completion of this project will continue to advance Council's objective.

This project will begin at Bluegrove Road and conclude at State Highway 342. The contractor will remove the existing asphalt pavement and perform compaction of the subgrade prior to the installation of new asphalt pavement. This will provide for a smoother driving experience for vehicles that travel the roadway. City staff will serve as the project manager and will coordinate with Reynolds Asphalt & Construction Company to ensure the pavement replacement is in accordance with the City of Lancaster design manual and standard specifications.

Operational Considerations:

This project includes removal of the existing asphalt pavement, compaction of the subgrade and replacement of asphalt.

Legal Considerations:

The City Attorney has reviewed and approved the agreement and resolution as to form.

Public Information Considerations:

This item is being considered at a Regular Meeting of the City Council noticed in accordance with the Texas Open Meetings Act.

Fiscal Impact:

This project was included in the FY 2021/2022 budget and will not exceed one million two hundred ninety-one thousand four hundred twenty-seven dollars and fifty cents ($1,291,427.50).

Options/Alternatives:

1. City Council may approve the resolution, as presented.
2. City Council may deny the resolution.

Recommendation:

Staff recommends approval of the resolution, as presented.

Attachments

Resolution

Agreement

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LANCASTER, TEXAS APPROVING THE TERMS AND CONDITIONS OF AN AGREEMENT BETWEEN REYNOLDS ASPHALT & CONSTRUCTION COMPANY AND THE CITY OF LANCASTER FOR THE RECONSTRUCTION OF A PORTION OF BEAR CREEK ROAD FROM BLUEGROVE ROAD TO STATE HIGHWAY 342 (DALLAS AVENUE) IN AN AMOUNT NOT TO EXCEED ONE MILLION TWO HUNDRED NINETY-ONE THOUSAND FOUR HUNDRED TWENTY-SEVEN DOLLARS AND FIFTY CENTS ($1,291,427.50); AUTHORIZING THE CITY MANAGER TO EXECUTE SAID AGREEMENT; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Lancaster has determined, after due consideration and study, that it is in the best interest of the City to execute the Agreement ("Agreement") with Reynolds Asphalt & Construction Company for the reconstruction of a portion of Bear Creek Road between Bluegrove Road and State Highway 342;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LANCASTER, TEXAS:

SECTION 1. That the City Council hereby approves and accepts the terms and conditions of the Agreement with Reynolds Asphalt & Construction Company, attached hereto and incorporated herein by reference as Exhibit "A" (standard fixed price construction agreement with attachments Bid #2022-06) for reconstruction of Bear Creek Road between Bluegrove Road and State Highway 342.

SECTION 2. That the City Manager of the City of Lancaster, Texas is hereby authorized to execute the agreement attached as Exhibit "A".

SECTION 3. Any prior Resolution of the City Council in conflict with the provisions contained in the Resolution are herby repealed and revoked.

SECTION 4. Should any part of the Resolution be held to be invalid for any reason, the remainder shall not be affected thereby, and such remaining portions are hereby declared to be severable.

DULY PASSED and approved by the City Council of the City of Lancaster, Texas, on this the 13th day of June, 2022.

ATTEST:

Sorangel O. Arenas, City Secretary

APPROVED:

Clyde C. Hairston, Mayor

APPROVED AS TO FORM:

David T. Ritter, City Attorney

City of Lancaster, Texas
Standard Fixed Price Construction Agreement

This Agreement is made by and between the City of Lancaster, Texas, a home-rule municipality (hereinafter referred to as the "Owner") and Reynolds Asphalt & Construction Company, (hereinafter referred to as the "Contractor") for construction of Bear Creek Road between Bluegrove Road and State Highway 342, (hereinafter referred to as the "Project"), the Owner and the Contractor hereby agree as follows:

ARTICLE I: CONTRACT & CONTRACT DOCUMENTS

1.1 THE CONTRACT

1.1.1 The Contract between the Owner and the Contractor, of which this Agreement is a part, consists of the Contract Documents. It shall be effective on the date this Agreement is executed by the last party to execute it.

1.2. THE CONTRACT DOCUMENTS

1.2.1 The Contract Documents consist of this Agreement, the inter-local agreement between the City of Grand Prairie and the City of Lancaster, the pavement resurfacing services contract between the City of Grand Prairie and Reynolds Asphalt & Construction Company, the Specifications, the Drawings, all Change Orders and Field Orders issued hereafter, the pricing documents and map attached hereto; any other amendments hereto executed by the parties hereafter, together with the following (if any):

Documents not enumerated in this Paragraph 1.2.1 are not Contract Documents and do not form part of this Contract.

1.3 ENTIRE AGREEMENT

1.3.1 This Contract, together with the Contractor's performance, maintenance, and payment bonds for the Project, all General Conditions, Special Conditions, Plans and Specifications, and Addenda attached thereto, constitute the entire and exclusive agreement between the Owner and the Contractor with reference to the Project. Specifically, but without limitation, this Contract supersedes any bid documents and all prior written or oral communications, representations and negotiations, if any, between the Owner and Contractor not expressly made a part hereof.

1.4 NO PRIVITY WITH OTHERS

1.4.1 Nothing contained in this Contract shall create, or be interpreted to create, privity or any other contractual agreement between the Owner and any person or entity other than the Contractor.

1.5 INTENT AND INTERPRETATION

1.5.1 The intent of this Contract is to require complete, correct and timely execution of the Work. Any Work that may be required, implied or inferred by the Contract Documents, or any one or more of them, as necessary to produce the intended result shall be provided by the Contractor for the Contract Price.

1.5.2 This Contract is intended to be an integral whole and shall be interpreted as internally consistent. What is required by any one Contract Document shall be considered as required by the Contract.

1.5.3 When a word, term or phrase is used in this Contract, it shall be interpreted or construed, first, as defined herein; second, if not defined, according to its generally accepted meaning in the construction industry; and third, if there is no generally accepted meaning in the construction industry, according to its common and customary usage.

1.5.4 The words "include", "includes", or "including", as used in this Contract, shall be deemed to be followed by the phrase, "without limitation".

1.5.5 The specification herein of any act, failure, refusal, omission, event, occurrence or condition as constituting a material breach of this Contract shall not imply that any other, non-specified act, failure, refusal, omission, event, occurrence or condition shall be deemed not to constitute a material breach of this Contract.

1.5.6 Words or terms used as nouns in this Contract shall be inclusive of their singular and plural forms, unless the context of their usage clearly requires a contrary meaning.

1.5.7 The Contractor shall have a continuing duty to read, carefully study and compare each of the Contract Documents, the Shop Drawings, the Product Data, and any Plans and Specifications, and shall give written notice to the Owner of any inconsistency, ambiguity, error or omission which the Contractor may discover with respect to these documents before proceeding with the affected Work. The issuance or the express or implied approval by the Owner or the Architect of the Contract Documents, Shop Drawings, or Product Data shall not relieve the Contractor of the continuing duties imposed hereby, nor shall any such approval be evidence of the Contractor's compliance with this Contract. The Owner has requested the Architect to only prepare documents for the Project, including the Drawings and Specifications for the Project, which are accurate, adequate, consistent, coordinated and sufficient for construction. **However, the owner makes no representation or warranty of any nature whatsoever to the contractor concerning such documents.** By the execution hereof, the Contractor acknowledges and represents that it has received, reviewed and carefully examined such documents, has found them to be complete, accurate, adequate, consistent, coordinated and sufficient for construction, and that the Contractor has not, does not, and will not rely upon any representation or warranties by the Owner concerning such documents as no such representation or warranties

have been or are hereby made. Further, the Contractor represents and warrants that it has had a sufficient opportunity to inspect the Project site and assumes any and all responsibility for inadequacies or ambiguities in the plans, drawings or specifications as well as for latent conditions of the site where the work is to be performed.

1.5.8 As between numbers and scaled measurements on the Drawings and in the Design, the numbers shall govern, as between larger scale and smaller scale drawings, the larger scale shall govern.

1.5.9 Neither the organization of any of the Contract Documents into divisions, sections, paragraphs, articles, (or other categories), nor the organization or arrangement of the Design, shall control the Contractor in dividing the Work or in establishing the extent or scope of the Work to be performed by Subcontractors.

1.6 Ownership of Contract Documents

1.6.1 The Contract Documents, and each of them, shall remain the property of the Owner. The Contractor shall have the right to keep one record set of the Contract Documents upon completion of the Project; provided, however, that in no event shall Contractor use, or permit to be used, any or all of such Contract Documents on other projects without the Owner's prior written authorization.

ARTICLE II: THE WORK

2.1 The Contractor shall perform all of the Work required, implied or reasonably inferable from, this Contract.

2.2 Work

2.2.1 The term "Work" shall mean whatever is done by or required of the Contractor to perform and complete its duties under this Contract, including the following: construction of the whole or a designated part of the Project; furnishing of any required surety bonds and insurance, and the provision or furnishing of labor, supervision, services, materials, supplies, equipment, fixtures, appliances, facilities, tools, transportation, storage, power, permits and licenses required of the Contractor, fuel, heat, light, cooling and all other utilities as required by this Contract. The Work to be performed by the Contractor is generally described as follows:

Cost estimate and Scope of Work labeled Exhibit A

2.2.2 The Contractor shall be responsible for paying for and procuring all materials and labor and furnishing all services necessary or appropriate for the full performance of the Work and the for the full completion of the Project. All materials shall be new and materials and workmanship shall be of good quality. Upon request, the Contractor shall furnish satisfactory proof of the type, kind, and quality of materials.

ARTICLE III: CONTRACT TIME

3.1 Time and Liquidated Damages

3.1.1 The Contractor shall commence the Work within 10 days of receipt of a written Notice to Proceed, and shall achieve Substantial Completion of the Work no later than ninety (90) working days from the date specified in the Notice to Proceed. The parties acknowledge that time is of the essence in the performance of the terms of this Contract. The term "calendar days" shall mean any and all days of the week or month, no days being excepted. It is contemplated by the parties that the progress of the Work may be delayed by certain conditions beyond the control of the parties; these delays have been contemplated by the parties and considered in the time allotted for performance specified herein and includes, but is not limited to delays occasioned on account of adverse weather, temporary unavailability of materials, shipment delays, and the presence and potential interference of other contractors who may be performing work at the Project site unrelated to this agreement.

The number of calendar days from the date on which the Work is permitted to proceed, through the date set forth for Substantial Completion, shall constitute the "Contract Time".

3.1.2 The Contractor shall pay the Owner the sum of $120.00 per day for each and every calendar day of unexcused delay in achieving Substantial Completion beyond the date set forth herein for Substantial Completion of the Work. Any sums due and payable hereunder by the Contractor shall be payable, not as a penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by the Owner, estimated at or before the time of executing this Contract. When the Owner reasonably believes that Substantial Completion will be inexcusably delayed, the Owner shall be entitled, but not required, to withhold from any amounts otherwise due the Contractor an amount then believed by the Owner to be adequate to recover liquidated damages applicable to such delays. If and when the Contractor overcomes the delay in achieving Substantial Completion, or any part thereof, for which the Owner has withheld payment, the Owner shall promptly release to the Contractor those funds withheld, but no longer applicable, as liquidated damages.

3.1.3 In the event that the Contractor achieves certification of substantial completion prior to the scheduled completion date, the Owner shall pay to the Contractor the sum of $0.00 per day for each calendar day that substantial completion is certified in advance of the scheduled completion date.

3.1.4 No claim shall be made by the Contractor to the Owner, and no damages, costs or extra compensation shall be allowed or paid by the Owner to the Contractor for any delay or hindrance from any cause in the progress or completion of the Work or this Contract. The Contractor's sole remedy in the event of any delay or

hindrance shall be to request time extensions by written change orders as provided for hereinafter. Should the Contractor be delayed by an act of the Owner, or should the Owner order a stoppage of the Work for sufficient cause, an extension of time shall be granted by the Owner by written authorization upon written application, which extension shall not be unreasonably denied, to compensate for the delay.

3.1.5 The Owner shall have the authority to suspend the Work wholly or in part for such period or periods of time as it may deem appropriate due to unsuitable conditions considered unfavorable for the proper prosecution of the Work or for the failure of the Contractor to carry out instructions from the Owner or Owner's representative. During any period in which the Work is stopped or during which any of the Work is not actively in progress for any reason, Contractor shall properly protect the site and the Work from damage, loss or harm.

3.2 SUBSTANTIAL COMPLETION

3.2.1 "Substantial Completion" shall mean that stage in the progression of the Work when the Work is sufficiently complete in accordance with this Contract that the Owner can enjoy beneficial use or occupancy of the Work and can utilize the Work for its intended purpose, even though minor miscellaneous work and/or adjustment may be required.

3.3 TIME IS OF THE ESSENCE

3.3.1 All limitations of time set forth in the Contract Documents are of the essence of this Contract.

ARTICLE IV: CONTRACT PRICE

4.1 THE CONTRACT PRICE

4.1.1 The Owner shall pay, and the Contractor shall accept, as full and complete payment for all of the Work required herein, the fixed sum of up to one million two hundred ninety-one thousand four hundred twenty-seven dollars and fifty cents ($1,291,427.50).

The sum set forth in this Paragraph 4.1 shall constitute the Contract Price which shall not be modified except by written Change Order as provided in this Contract.

ARTICLE V: PAYMENT OF THE CONTRACT PRICE

5.1 SCHEDULE OF VALUES

5.1.1 Within ten (10) calendar days of the effective date hereof, the Contractor shall submit to the Owner and/or to the Architect a Schedule of Values allocating the Contract Price to the various portions of the Work. The Contractor's Schedule of Values shall be prepared in such form, with such detail, and supported by such data as the Architect or the Owner may require to substantiate its accuracy. The Contractor shall not imbalance the Schedule of Values nor artificially inflate any element thereof. The violation of this provision by the Contractor shall constitute a material breach of this Contract. The Schedule of Values shall be used only as a basis for the Contractor's Applications for Payment and shall only constitute such basis after it has been acknowledged and accepted in writing by the Architect and the Owner.

5.2 PAYMENT PROCEDURE

5.2.1 The Owner shall pay the Contract Price to the Contractor as provided below.

5.2.2 ***PROGRESS PAYMENTS*** - Based upon the Contractor's Applications for Payment submitted to the Architect and upon Certificates for Payment subsequently issued to the Owner by the Architect, the Owner shall make progress payments to the Contractor on account of the Contract Price.

5.2.3 On or before the 25th day of each month after commencement of the Work, the Contractor shall submit an Application for Payment for the period ending the 15th day of the month to the Architect in such form and manner, and with such supporting data and content, as the Owner or the Architect may require. Therein, the Contractor may request payment for ninety percent (90%) of that portion of the Contract Price properly allocable to Contract requirements properly provided, labor, materials and equipment properly incorporated in the Work, less the total amount of previous payments received from the Owner. Such Application for Payment shall be signed by the Contractor and shall constitute the Contractor's representation that the Work has progressed to the level for which payment is requested in accordance with the Schedule of Values, that the Work has been properly installed or performed in full compliance with this Contract, and that the Contractor knows of no reason why payment should not be made as requested. Thereafter, the Architect will review the Application for Payment and may also review the Work at the Project site or elsewhere to determine whether the quantity and quality of the Work is as represented in the Application for Payment and is as required by this Contract. The Architect shall determine and certify to the Owner the amount properly owing to the Contractor. The Owner shall make partial payments on account of the Contract Price to the Contractor within thirty (30) days following the Architect's receipt and approval of each Application for Payment. The amount of each partial payment shall be the amount certified for payment by the Architect less such amounts, if any, otherwise owing by the Contractor to the Owner or which the Owner shall have the right to withhold as authorized by this Contract. The Architect's certification of the Contractor's Application for Payment shall not preclude the Owner from the exercise of any of its rights as set forth in Paragraph 5.3 below.

5.2.4 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment, all Work for which payments have been received from the Owner shall be free and clear of liens, claims, security interest or other encumbrances in favor of the Contractor or any other person or entity whatsoever.

5.2.5 The Contractor shall promptly pay each Subcontractor out of the amount paid to the Contractor on account of such Subcontractor's Work, the amount to which such Subcontractor is entitled. In the event the Owner becomes informed that the Contractor has not paid a Subcontractor as herein provided, the Owner shall have the right, but not the duty, to issue future checks in payment to the Contractor of amounts otherwise due hereunder naming the Contractor and such Subcontractor as joint payees. Such joint check procedure, if employed by the Owner, shall create no rights in favor of any person or entity beyond the right of the named payees to payment of the check and shall not be deemed to commit the Owner to repeat the procedure in the future.

5.2.6 No progress payment, nor any use or occupancy of the Project by the owner, shall be interpreted to constitute an acceptance of any Work not in strict accordance with this Contract.

5.3 WITHHELD PAYMENT

5.3.1 The Owner may decline to make payment, may withhold funds, and, if necessary, may demand the return of some or all of the amounts previously paid to the Contractor, to protect the Owner from loss because of:

(a) defective Work not remedied by the Contractor nor, in the opinion of the Owner, likely to be remedied by the Contractor;

(b) claims of third parties against the Owner or the Owner's property;

(c) failure by the Contractor to pay Subcontractors or others in a prompt and proper fashion;

(d) evidence that the balance of the Work cannot be completed in accordance with the Contract for the unpaid balance of the Contract Price,

(e) evidence that the Work will not be completed in the time required for substantial or final completion;

(f) persistent failure to carry out the Work in accordance with the Contract;

(g) damage to the Owner or a third party to whom the Owner is, or may be, liable.

In the event that the Owner makes written demand upon the Contractor for amounts previously paid by the Owner as contemplated in this Subparagraph 5.3.1, the Contractor shall promptly comply with such demand. The Owner shall have no duty to third parties to withhold payment to the Contractor and shall incur no liability for a failure to withhold funds.

5.4 UNEXCUSED FAILURE TO PAY

5.4.1 If within fifteen (15) days after the date established herein for payment to the Contractor by the Owner, the Owner, without cause or basis hereunder, fails to pay the Contractor any amount then due and payable to the Contractor, then the Contractor may after ten (10) additional days' written notice to the Owner and the Architect, and without prejudice to any other available rights or remedies it may have, stop the Work until payment of those amounts due from the Owner have been received. Late payments shall not accrue interest or other late charges.

5.5 SUBSTANTIAL COMPLETION

5.5.1 When the Contractor believes that the Work is substantially complete, the Contractor shall submit to the Architect a list of items to be completed or corrected. When the Architect on the basis of an inspection determines that the Work is in fact substantially complete, it will prepare a Certificate of Substantial Completion which shall establish the date of Substantial Completion, shall state the responsibilities of the Owner and the Contractor for Project security, maintenance, heat, utilities, damage to the Work, and insurance, and shall fix the time within which the Contractor shall complete the items listed therein. Guarantees required by the Contract shall commence on the date of Substantial Completion of the Work. The Certificate of Substantial Completion shall be submitted to the Owner and the Contractor for their written acceptance of the responsibilities assigned to them in such certificate.

Upon Substantial Completion of the Work, and execution by both the Owner and the Contractor of the Certificate of Substantial Completion, the Owner shall pay the Contractor an amount sufficient to increase total payments to the Contractor to one hundred percent (100%) of the Contract Price less three hundred percent (300%) of the reasonable cost as determined by the Owner and the Architect for completing all incomplete Work, correcting and bringing into conformance all defective and nonconforming Work, and handling all unsettled claims.

5.6 COMPLETION AND FINAL PAYMENT

5.6.1 When all of the Work is finally complete and the Contractor is ready for a final inspection, it shall notify the Owner and the Architect thereof in writing. Thereupon, the Architect will make final inspection of the Work and, if the Work is complete in full accordance with this Contract and this Contract has been fully performed, the Architect will promptly issue a final Certificate for Payment certifying to the Owner that the Project is complete and the Contractor is entitled to the remainder of the unpaid Contract Price, less any amount withheld pursuant to this Contract. If the Architect is unable to issue its final Certificate for Payment and is required to repeat its final inspection of the Work, the Contractor shall bear the cost of such repeat final inspection(s) which cost may be deducted by the Owner from the Contractor's final payment.

5.6.1.1 If the Contractor fails to achieve final completion within the time fixed by the Architect in its Certificate of Substantial Completion, the Contractor shall pay the

Owner the sum set forth hereinabove as liquidated damages per day for each and every calendar day of unexcused delay in achieving final completion beyond the date set forth herein for final completion of the Work. Any sums due and payable hereunder by the Contractor shall be payable, not as a penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by the Owner, estimated at or before the time of executing this Contract. When the Owner reasonably believes that final completion will be inexcusably delayed, the Owner shall be entitled, but not required, to withhold from any amounts otherwise due the Contractor an amount then believed by the Owner to be adequate to recover liquidated damages applicable to such delays. If and when the Contractor overcomes the delay in achieving final completion, or any part thereof, for which the Owner has withheld payment, the Owner shall promptly release to the Contractor those funds withheld, but no longer applicable, as liquidated damages.

5.6.2 The Contractor shall not be entitled to final payment unless and until it submits to the Architect its affidavit that all payrolls, invoices for materials and equipment, and other liabilities connected with the Work for which the Owner, or the Owner's property might be responsible, have been fully paid or otherwise satisfied; releases and waivers of lien from all Subcontractors of the Contractor and of any and all other parties required by the Architect or the Owner; consent of Surety, if any, to final payment. If any third party fails or refuses to provide a release of claim or waiver of lien as required by the Owner, the Contractor shall furnish a bond satisfactory to the Owner to discharge any such lien or indemnify the Owner from liability.

5.6.3 The Owner shall make final payment of all sums due the Contractor within ten (10) days of the Architect's execution of a final Certificate for Payment.

5.6.4 Acceptance of final payment shall constitute a waiver of all claims against the Owner by the Contractor except for those claims previously made in writing against the Owner by the Contractor, pending at the time of final payment, and identified in writing by the Contractor as unsettled at the time of its request for final payment.

5.6.5 Under no circumstance shall Contractor be entitled to receive interest on any payments or monies due Contractor by the Owner, whether the amount on which the interest may accrue is timely, late, wrongfully withheld, or an assessment of damages of any kind.

ARTICLE VI: THE OWNER

6.1 Information, Services and Things Required from Owner

6.1.1 The Owner shall furnish to the Contractor, at the time of executing this Contract, any and all written and tangible material in its possession concerning conditions below ground at the site of the Project. Such written and tangible material is furnished to the Contractor only in order to make complete disclosure of such material and for no other purpose. By furnishing such material, the Owner does not represent, warrant, or guarantee its accuracy either in whole, in part, implicitly or explicitly, or at all, and shall have no liability therefore. The Owner shall also furnish surveys, legal limitations and utility locations (if known), and a legal description of the Project site.

6.1.2 Excluding permits and fees normally the responsibility of the Contractor, the Owner shall obtain all approvals, easements, and the like required for construction and shall pay for necessary assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

6.1.3 The Owner shall furnish the Contractor, free of charge, one copy of the Contract Documents for execution of the Work.

6.2 Right to Stop Work

6.2.1 If the Contractor persistently fails or refuses to perform the Work in accordance with this Contract, or if the best interests of the public health, safety or welfare so require, the Owner may order the Contractor to stop the Work, or any described portion thereof, until the cause for stoppage has been corrected, no longer exists, or the Owner orders that Work be resumed. In such event, the Contractor shall immediately obey such order.

6.3 Owner's Right to Perform Work

6.3.1 If the Contractor's Work is stopped by the Owner under Paragraph 6.2, and the Contractor fails within seven (7) days of such stoppage to provide adequate assurance to the Owner that the cause of such stoppage will be eliminated or corrected, then the Owner may, without prejudice to any other rights or remedies the Owner may have against the Contractor, proceed to carry out the subject Work. In such a situation, an appropriate Change Order shall be issued deducting from the Contract Price the cost of correcting the subject deficiencies, plus compensation for the Architect's additional services and expenses necessitated thereby, if any. If the unpaid portion of the Contract Price is insufficient to cover the amount due the Owner, the Contractor shall pay the difference to the Owner.

ARTICLE VII: THE CONTRACTOR

7.1 The Contractor is again reminded of its continuing duty set forth in Subparagraph 1.5.7. The Contractor shall perform no part of the Work at any time without adequate Contract Documents or, as appropriate, approved Shop Drawings, Product Data or Samples for such portion of the Work. If the Contractor performs any of the Work knowing it involves a recognized error, inconsistency or omission in the Contract Documents without such notice to the Architect, the Contractor shall bear responsibility for such performance and shall bear the cost of correction.

7.2 The Contractor shall perform the Work strictly in accordance with this Contract.

7.3 The Contractor shall supervise and direct the Work using the Contractor's best skill, effort and attention. The Contractor shall be responsible to the Owner for any and all acts or omissions of the Contractor, its employees and others engaged in the Work on behalf of the Contractor.

7.3.1 The Contractor shall give adequate attention to the faithful prosecution of the Work and the timely completion of this Contract, with authority to determine the manner and means of performing such Work, so long as such methods insure timely completion and proper performance.

7.3.2 The Contractor shall exercise all appropriate means and measures to insure a safe and secure jobsite in order to avoid and prevent injury, damage or loss to persons or property.

7.4 WARRANTY

7.4.1 The Contractor warrants to the Owner that all labor furnished to progress the Work under this Contract will be competent to perform the tasks undertaken, that the product of such labor will yield only first-class results, that materials and equipment furnished will be of good quality and new unless otherwise permitted by this Contract, and that the Work will be of good quality, free from faults and defects and in strict conformance with this Contract. All Work not conforming to these requirements may be considered defective.

7.5 The Contractor shall obtain and pay for all permits, fees and licenses necessary and ordinary for the Work. The Contractor shall comply with all lawful requirements applicable to the Work and shall give and maintain any and all notices required by applicable law pertaining to the Work.

7.6 SUPERVISION

7.6.1 The Contractor shall employ and maintain at the Project site only competent supervisory personnel. Absent written instruction from the Contractor to the contrary, the superintendent shall be deemed the Contractor's authorized representative at the site and shall be authorized to receive and accept any and all communications from the Owner or the Architect.

7.6.2 Key supervisory personnel assigned by the Contractor to this Project are as follows:

NAME	FUNCTION
Reynolds Asphalt & Construction Company's on-site Forman	

So long as the individuals named above remain actively employed or retained by the Contractor, they shall perform the functions indicated next to their names unless the Owner agrees to the contrary in writing. In the event one or more individuals not listed above subsequently assume one or more of those functions listed above, the Contractor shall be bound by the provisions of this Subparagraph 7.6.2 as though such individuals had been listed above.

7.7 The Contractor, within fifteen (15) days of commencing the Work, shall submit to the Owner and the Architect for their information, the Contractor's schedule for completing the Work. The Contractor's schedule shall be revised no less frequently than monthly (unless the parties otherwise agree in writing) and shall be revised to reflect conditions encountered from time to time and shall be related to the entire Project. Each such revision shall be furnished to the Owner and the Architect. Failure by the Contractor to strictly comply with the provisions of this Paragraph 7.7 shall constitute a material breach of this Contract.

7.8 The Contractor shall continuously maintain at the site, for the benefit of the owner and the Architect, one record copy of this Contract marked to record on a current basis changes, selections and modifications made during construction. Additionally, the Contractor shall maintain at the site for the Owner and Architect the approved Shop Drawings, Product Data, Samples and other similar required submittals. Upon final completion of the Work, all of these record documents shall be delivered to the Owner.

7.9 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

7.9.1 Shop Drawings, Product Data, Samples and other submittals from the Contractor do not constitute Contract Documents. Their purpose is merely to demonstrate the manner in which the Contractor intends to implement the Work in conformance with information received from the Contract Documents.

7.9.2 The Contractor shall not perform any portion of the Work requiring submittal and review of Shop Drawings, Product Data or Samples unless and until such submittal shall have been approved by the Architect. Approval by the Architect, however, shall not be evidence that Work installed pursuant thereto conforms with the requirements of this Contract.

7.10 CLEANING THE SITE AND THE PROJECT

7.10.1 The Contractor shall keep the site reasonably clean during performance of the Work. Upon final completion of the Work, the Contractor shall clean the site and the Project and remove all waste, rubbish, temporary structures, and other materials together with all of the Contractor's property therefrom. Contractor shall dispose of all refuse at a Texas Natural Resource Conservation Commission approved landfill. The Contractor shall further restore all property damaged during the prosecution of the Work and shall leave the site in a clean and presentable condition. No additional payment shall be made by the Owner for this work, the compensation having been considered and included in the contract price.

7.11 ACCESS TO WORK AND INSPECTIONS

7.11.1 The Owner and the Architect shall have access to the Work at all times from commencement of the

Work through final completion. The Contractor shall take whatever steps necessary to provide access when requested. When reasonably requested by the Owner or the Architect, the Contractor shall perform or cause to be performed such testing as may be necessary or appropriate to insure suitability of the jobsite or the Work's compliance with the Contract requirements.

7.12 INDEMNITY AND DISCLAIMER

7.12.1 **OWNER SHALL NOT BE LIABLE OR RESPONSIBLE FOR, AND SHALL BE INDEMNIFIED, DEFENDED, HELD HARMLESS AND RELEASED BY CONTRACTOR FROM AND AGAINST ANY AND ALL SUITS, ACTIONS, LOSSES, DAMAGES, CLAIMS, OR LIABILITY OF ANY CHARACTER, TYPE, OR DESCRIPTION, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES FOR INJURY OR DEATH TO ANY PERSON, OR INJURY OR LOSS TO ANY PROPERTY, RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS, INCLUDING THE CONTRACTOR, OR PROPERTY, ARISING OUT OF, OR OCCASIONED BY, DIRECTLY OR INDIRECTLY, THE PERFORMANCE OF CONTRACTOR UNDER THIS AGREEMENT, INCLUDING CLAIMS AND DAMAGES ARISING IN WHOLE OR IN PART FROM THE NEGLIGENCE OF OWNER, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE OWNER UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW. THE PROVISIONS OF THIS INDEMNIFICATION ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY. IT IS THE EXPRESSED INTENT OF THE PARTIES TO THIS AGREEMENT THAT THE INDEMNITY PROVIDED FOR IN THIS CONTRACT IS AN INDEMNITY EXTENDED BY CONTRACTOR TO INDEMNIFY AND PROTECT OWNER FROM THE CONSEQUENCES OF THE CONTRACTOR'S AS WELL AS THE OWNER'S NEGLIGENCE, WHETHER SUCH NEGLIGENCE IS THE SOLE OR PARTIAL CAUSE OF ANY SUCH INJURY, DEATH, OR DAMAGE, AND THAT THE CONTRACTOR IS SOLELY RESPONSIBLE FOR THE INDEMNIFICATION OF OWNER AND DEFENSE OF ANY CLAIMS AGAINST CONTRACTOR AND/OR OWNER ARISING FROM THE WORK PERFORMED UNDER THIS AGREEMENT.**

7.12.2 The Contractor will secure and maintain Contractual Liability insurance to cover this indemnification agreement that will be primary and non-contributory as to any insurance maintained by the Owner for its own benefit, including self-insurance. In addition, Contractor shall obtain and file with Owner a Standard Certificate of Insurance evidencing the required coverage.

7.12.3 In claims against any person or entity indemnified under this Paragraph 7.12 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Paragraph 7.12 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

7.13 NONDISCRIMINATION

7.13.1 The Contractor shall not discriminate in any way against any person, employee or job applicant on the basis of race, color, creed, national original, religion, age, sex, or disability where reasonable accommodations can be effected to enable the person to perform the essential functions of the job. The Contractor shall further insure that the foregoing nondiscrimination requirement shall be made a part and requirement of each subcontract on this Project.

7.14 PREVAILING WAGE RATES

7.14.1 The Contractor shall comply in all respects with all requirements imposed by any laws, ordinances or resolutions applicable to the Project with regard to the minimum prevailing wage rates for all classes of employees, laborers, subcontractors, mechanics, workmen and persons furnishing labor and services to the Project. The City of Lancaster has adopted US Department of Labor's Davis Bacon Wage Determinations as the Prevailing Wage Rate Schedule, available to the Contractor by request, which specifies the classes and wage rates to be paid to all persons. The Contractor shall pay not less than the minimum wage rates established thereby for each class, craft or type of labor, workman, or mechanic employed in the execution of this Contract. The failure of the Contractor to comply with this requirement shall result in the forfeiture to the City of $10.00 of a sum of not less than Sixty Dollars ($60.00) for each person per day, or portion thereof, that such person is paid less than the prevailing rate. Upon request by the Owner, Contractor shall make available for inspection and copying its books and records, including but not limited to its payroll records, account information and other documents as may be required by the Owner to insure compliance with this provision.

7.15 JOB SITE SAFETY PRECAUTIONS

7.15.1 The Contractor shall at all times exercise reasonable precautions for the safety of its employees, laborers, subcontractors, mechanics, workmen and others on and near the jobsite and shall comply with all laws, ordinances, regulations, and standards of federal, state and local safety laws and regulations. The Contractor shall provide such machinery guards, safe walk-ways, ladders, bridges, and other safety devices as may be necessary or appropriate to insure a safe and secure jobsite and shall require its subcontractors to comply with this requirement. The Contractor shall immediately comply with any and all safety requirements imposed by the Architect during the progress of the Work.

7.16 WARNING DEVICES AND BARRICADES

7.16.1 The Contractor shall furnish and maintain such warning devices, barricades, lights, signs, pavement markings, and other devices as may be necessary or

appropriate or required by the Architect to protect persons or property in, near or adjacent to the jobsite, including. No separate compensation shall be paid to the Contractor for such measures. Where the Work is being conducted in, upon or near streets, alleys, sidewalks, or other rights-of-way, the Contractor shall insure the placement, maintenance and operation of any and all such warning devices as may be required by the City of Lancaster and shall do so until no longer required by the City. Such devices shall be in compliance with and conform to the manual and specifications for the uniform system of traffic control devices adopted by the Texas Department of Transportation.

7.17 PROTECTION OF UTILITIES & OTHER CONTRACTORS

7.17.1 The Contractor shall use best efforts to leave undisturbed and uninterrupted all utilities and utility services provided to the jobsite or which presently exists at, above or beneath the location where the Work is to be performed. In the event that any utility or utility service is disturbed or damaged during the progress of the Work, the Contractor shall forthwith repair, remedy or restore the utility at Contractor's sole expense.

7.17.2 The Contractor understands and acknowledges that other contractors of the Owner or of other entities may be present at the jobsite performing other work unrelated to the Project. The Contractor shall use best efforts to work around other contractors without impeding the work of others while still adhering to the completion date established herein. In the event that the Contractor's work is or may be delayed by any other person, the Contractor shall immediately give notice thereof to the Architect and shall request a written Change Order in accordance with the procedures set forth by this Contract. The Contractor's failure to provide such notice and to request such Change Order shall constitute a waiver of any and all claims associated therewith.

ARTICLE VIII: CONTRACT ADMINISTRATION

8.1 THE ARCHITECT

8.1.1 When used in this Contract the term "Architect" does not necessarily denote a duly licensed, trained or certified architect; as used herein, the term shall be used interchangeably and shall mean a designated Architect, Engineer, or Contract Administrator (who may not be an architect or engineer) for the Owner, said person to be designated or redesignated by the Owner prior to or at any time during the Work hereunder. The Architect may be an employee of the Owner or may be retained by the Owner as an independent contractor but, in either event, the Architect's duties and authority shall be as set forth hereinafter. The Contractor understands and agrees that it shall abide by the decisions and instructions of the Architect notwithstanding the contractual relationship between the Owner and Architect. All of the Owner's instructions to the Contractor shall be through the Architect.

In the event the Owner should find it necessary or convenient to replace the Architect, the Owner shall retain a replacement Architect and the status of the replacement Architect shall be that of the former Architect.

8.2 ARCHITECT'S ADMINISTRATION

8.2.1 The Architect, unless otherwise directed by the Owner in writing, will perform those duties and discharge those responsibilities allocated to the Architect as set forth in this Contract. The Architect shall be the Owner's representative from the effective date of this Contract until final payment has been made.

8.2.2 The Owner and the Contractor shall communicate with each other in the first instance through the Architect.

8.2.3 The Architect shall be the initial interpreter of the requirements of the drawings and specifications and the judge of the performance thereunder by the Contractor. The Architect shall render written or graphic interpretations necessary for the proper execution or progress of the Work with reasonable promptness on request of the Contractor.

8.2.4 The Architect will review the Contractor's Applications for Payment and will certify to the Owner for payment to the Contractor, those amounts then due the Contractor as provided in this Contract.

8.2.5 The Architect shall have authority to reject Work which is defective or does not conform to the requirements of this Contract. If the Architect deems it necessary or advisable, the Architect shall have authority to require additional inspection or testing of the Work for compliance with Contract requirements.

8.2.6 The Architect will review and approve, or take other appropriate action as necessary, concerning the Contractor's submittals including Shop Drawings, Product Data and Samples. Such review, approval or other action shall be for the sole purpose of determining conformance with the design concept and information given through the Contract Documents.

8.2.7 The Architect will prepare Change Orders and may authorize minor changes in the Work by Field Order as provided elsewhere herein.

8.2.8 The Architect shall, upon written request from the Contractor, conduct inspections to determine the date of Substantial Completion and the date of final completion, will receive and forward to the Owner for the Owner's review and records, written warranties and related documents required by this Contract and will issue a final Certificate for Payment upon compliance with the requirements of this Contract.

8.2.9 The Architect's decisions in matters relating to aesthetic effect shall be final if consistent with the intent of this Contract.

8.3 CLAIMS BY THE CONTRACTOR

8.3.1 The Architect shall determine all claims and matters in dispute between the Contractor and Owner with regard to the execution, progress, or sufficiency of

the Work or the interpretation of the Contract Documents, including but not limited to the plans and specifications. Any dispute shall be submitted in writing to the Architect within seven (7) days of the event or occurrence or the first appearance of the condition giving rise to the claim or dispute who shall render a written decision within a reasonable time thereafter. The Architect's decisions shall be final and binding on the parties. In the event that either party objects to the Architect's determination as to any submitted dispute, that party shall submit a written objection to the Architect and the opposing party within ten (10) days of receipt of the Architect's written determination in order to preserve the objection. Failure to so object shall constitute a waiver of the objection for all purposes.

8.3.2 Pending final resolution of any claim of the Contractor, the Contractor shall diligently proceed with performance of this Contract and the Owner shall continue to make payments to the Contractor in accordance with this Contract.

8.3.3 ***CLAIMS FOR CONCEALED, LATENT OR UNKNOWN CONDITIONS*** - The Contractor expressly represents that it has been provided with an adequate opportunity to inspect the Project site and thoroughly review the Contract Documents and plans and specifications prior to submission of its bid and the Owner's acceptance of the bid. Subject to the conditions hereof, Contractor assumes full responsibility and risk for any concealed, latent or unknown condition which may affect the Work. No claims for extra work or additional compensation shall be made by Contractor in connection with concealed, latent or unknown conditions except as expressly provided herein. Should concealed, latent or unknown conditions encountered in the performance of the Work (a) below the surface of the ground or (b) in an existing structure be at variance with the conditions indicated by this Contract, or should unknown conditions of an unusual nature differing materially from those ordinarily encountered in the area and generally recognized as inherent in Work of the character provided for in this Contract, be encountered, the Contract Price shall be equitably adjusted by Change Order upon the written notice and claim by either party made within seven (7) days after the first observance of the condition. As a condition precedent to the Owner having any liability to the Contractor for concealed or unknown conditions, the Contractor must give the Owner and the Architect written notice of, and an opportunity to observe, the condition prior to disturbing it. The failure by the Contractor to make the written notice and claim as provided in this Subparagraph shall constitute a waiver by the Contractor of any claim arising out of or relating to such concealed, latent or unknown condition and the Contractor thereby assumes all risks and additional costs associated therewith.

8.3.4 ***CLAIMS FOR ADDITIONAL COSTS*** - If the Contractor wishes to make a claim for an increase in the Contract Price, as a condition precedent to any liability of the Owner therefore, the Contractor shall give the Architect written notice of such claim within seven (7) days after the occurrence of the event, or the first appearance of the condition, giving rise to such claim. Such notice shall be given by the Contractor before proceeding to execute any additional or changed Work. The failure by the Contractor to give such notice and to give such notice prior to executing the Work shall constitute a waiver of any claim for additional compensation.

8.3.4.1 In connection with any claim by the Contractor against the Owner for compensation in excess of the Contract Price, any liability of the Owner for the Contractor's costs shall be strictly limited to direct costs incurred by the Contractor and shall in no event include indirect costs or consequential damages of the Contractor. The Owner shall not be liable to the Contractor for claims of third parties, including Subcontractors. The Owner shall not be liable to the Contractor for any claims based upon delay to the Contractor for any reason whatsoever including any act or neglect on the part of the Owner.

8.3.5 ***CLAIMS FOR ADDITIONAL TIME*** - If the Contractor is delayed in progressing any task which at the time of the delay is then critical or which during the delay becomes critical, as the sole result of any act or neglect to act by the Owner or someone acting in the Owner's behalf, or by changes ordered in the Work, unusual delay in transportation, unusually adverse weather conditions not reasonably anticipated, fire or any causes beyond the Contractor's control, then the date for achieving Substantial Completion of the Work shall be extended upon the written notice and claim of the Contractor to the Owner and the Architect, for such reasonable time as the Architect may determine. Any notice and claim for an extension of time by the Contractor shall be made not more than seven (7) days after the occurrence of the event or the first appearance of the condition giving rise to the claim and shall set forth in detail the Contractor's basis for requiring additional time in which to complete the Project. In the event the delay to the Contractor is a continuing one, only one notice and claim for additional time shall be necessary. If the Contractor fails to make such claim as required in this Subparagraph, any claim for an extension of time shall be waived. The procedures and remedies provided by this provision shall be the sole remedy of Contractor and Contractor shall not assert nor be entitled to any additional delays or damages associated therewith.

8.4 FIELD ORDERS

8.4.1 The Architect shall have authority to order minor changes in the Work not involving a change in the Contract Price or in Contract Time and not inconsistent with the intent of the Contract. Such changes shall be effected by Field Order and shall be binding upon the Contractor. The Contractor shall carry out such Field Orders promptly.

8.5 MEDIATION

8.5.1 In the event that a dispute arises under the terms of this Contract, following an adverse

determination by the Architect and proper preservation of the issue as required herein, the parties agree to submit to mediation. In such event, the parties shall agree to a designated person to serve as mediator and each party shall be responsible for payment of one-half of the total mediation fees. The parties shall submit the dispute to mediation as soon as practical and in no event later than one (1) year after the Architect's written decision on the matter. At least one designated representative of each party must attend and participate in good faith in an effort to resolve the matters in dispute.

8.5.2 In no event shall the foregoing provision justify or authorize any delay in the progress of the Work; the parties shall abide by the decision of the Architect in accomplishing the timely completion of the Project.

ARTICLE IX: SUBCONTRACTORS

9.1 DEFINITION

9.1.1 A Subcontractor is an entity which has a direct contract with the Contractor to perform a portion of the Work. No Subcontractor shall be in privity with the Owner.

9.2 AWARD OF SUBCONTRACTS

9.2.1 Upon execution of the Contract, the Contractor shall furnish the Owner, in writing, the names of persons or entities proposed by the Contractor to act as a Subcontractor on the Project. The Owner shall promptly reply to the Contractor, in writing, stating any objections the Owner may have to such proposed Subcontractor. The Contractor shall not enter into a subcontract with a proposed Subcontractor with reference to whom the Owner has made timely objection. The Contractor shall not be required to subcontract with any party to whom the Contractor has objection.

9.2.2 All subcontracts shall afford the Contractor rights against the Subcontractor which correspond to those rights afforded to the Owner against the Contractor herein, including those rights afforded to the Owner by Subparagraph 12.2.1 below. All subcontracts shall incorporate by reference the provisions hereof and shall provide that no claims, causes or demands shall be made by any Subcontractor against the Owner.

9.2.3 The Contractor shall indemnify, defend and hold harmless the Owner from and against any and all claims, demands, causes of action, damage, and liability asserted or made against the Owner by or on behalf of any Subcontractor.

ARTICLE X: CHANGES IN THE WORK

10.1 CHANGES PERMITTED

10.1.1 Changes in the Work within the general scope of this Contract, consisting of additions, deletions, revisions, or any combination thereof, may be ordered without invalidating this Contract, by Change Order or by Field Order.

10.1.2 Changes in the Work shall be performed under applicable provisions of this Contract and the Contractor shall proceed promptly with such changes.

10.2 CHANGE ORDER DEFINED

10.2.1 Change Order shall mean a written order to the Contractor executed by the Owner and the Architect, issued after execution of this Contract, authorizing and directing a change in the Work or an adjustment in the Contract Price or the Contract Time, or any combination thereof. The Contract Price and the Contract Time may be changed only by written Change Order.

10.3 CHANGES IN THE CONTRACT PRICE

10.3.1 Any change in the Contract Price resulting from a Change Order shall be determined as follows: (a) by mutual agreement between the Owner and the Contractor as evidenced by (1) the change in the Contract Price being set forth in the Change Order, (2) such change in the Contract Price, together with any conditions or requirements related thereto, being initialed by both parties and (3) the Contractor's execution of the Change Order, or (b) if no mutual agreement occurs between the Owner and the Contractor, then, as provided in Subparagraph 10.3.2 below.

10.3.2 If no mutual agreement occurs between the Owner and the Contractor as contemplated in Subparagraph 10.3.1 above, the change in the Contract Price, if any, shall then be determined by the Architect on the basis of the reasonable expenditures or savings of those performing, deleting or revising the Work attributable to the change, including, in the case of an increase or decrease in the Contract Price, a reasonable allowance for direct job site overhead and profit. In such case, the Contractor shall present, in such form and with such content as the Owner or the Architect requires an itemized accounting of such expenditures or savings, plus appropriate supporting data for inclusion in a Change Order. Reasonable expenditures or savings shall be limited to the following: reasonable costs of materials, supplies, or equipment including delivery costs, reasonable costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance, reasonable rental costs of machinery and equipment exclusive of hand tools whether rented from the Contractor or others, reasonable costs of premiums for all bonds and insurance, permit fees, and sales, use or other taxes related to the Work, and reasonable cost of direct supervision and jobsite field office overhead directly attributable to the change. In no event shall any expenditure or savings associated with the Contractor's home office or other non-jobsite overhead expense be included in any change in the Contract Price. Pending final determination of reasonable expenditures or savings to the Owner, payments on account shall be made to the Contractor on the Architect's Certificate for Payment.

10.3.3 If unit prices are provided in the Contract, and if the quantities contemplated are so changed in a proposed Change Order that application of such unit prices to the quantities of Work proposed will cause substantial inequity to the Owner or to the Contractor, the applicable unit prices shall be equitably adjusted.

10.4 MINOR CHANGES

10.4.1 The Architect shall have authority to order minor changes in the Work not involving a change in the Contract Price or an extension of the Contract Time and not inconsistent with the intent of this Contract. Such minor changes shall be made by written Field Order, and shall be binding upon the owner and the Contractor. The Contractor shall promptly carry out such written Field Orders.

10.5 EFFECT OF EXECUTED CHANGE ORDER

10.5.1 The execution of a Change Order by the Contractor shall constitute conclusive evidence of the Contractor's agreement to the ordered changes in the Work, this Contract as thus amended, the Contract Price and the Contract Time. The Contractor, by executing the Change Order, waives and forever releases any claim against the Owner for additional time or compensation for matters relating to or arising out of or resulting from the Work included within or affected by the executed Change Order.

10.6 NOTICE TO SURETY; CONSENT

10.6.1 The Contractor shall notify and obtain the consent and approval of the Contractor's surety with reference to all Change Orders if such notice, consent or approval is required by the Contractor's surety or by law. The Contractor's execution of the Change Order shall constitute the Contractor's warranty to the Owner that the surety has been notified of and consents to, such Change Order and the surety shall be conclusively deemed to have been notified of such Change Order and to have expressly consented thereto.

ARTICLE XI: UNCOVERING & CORRECTING WORK

11.1 UNCOVERING WORK

11.1.1 If any of the Work is covered contrary to the Architect's request or to any provisions of this Contract, it shall, if required by the Architect or the Owner, be uncovered for the Architect's inspection and shall be properly replaced at the Contractor's expense without change in the Contract Time.

11.1.2 If any of the Work is covered in a manner not inconsistent with Subparagraph 11.1.1 above, it shall, if required by the Architect or Owner, be uncovered for the Architect's inspection. If such Work conforms strictly with this Contract, costs of uncovering and proper replacement shall by Change Order be charged to the Owner. If such Work does not strictly conform with this Contract, the Contractor shall pay the costs of uncovering and proper replacement.

11.2 CORRECTING WORK

11.2.1 The Contractor shall immediately proceed to correct Work rejected by the Architect as defective or failing to conform to this Contract. The Contractor shall pay all costs and expenses associated with correcting such rejected Work, including any additional testing and inspections, and reimbursement to the Owner for the Architect's services and expenses made necessary thereby.

11.2.2 If within one (1) year after Substantial Completion of the Work any of the Work is found to be defective or not in accordance with this Contract, the Contractor shall correct it promptly upon receipt of written notice from the Owner. This obligation shall survive final payment by the Owner and termination of this Contract. With respect to Work first performed and completed after Substantial Completion, this one-year obligation to specifically correct defective and nonconforming Work shall be extended by the period of time which elapses between Substantial Completion and completion of the subject Work.

11.2.3 Nothing contained in this Paragraph 11.2 shall establish any period of limitation with respect to other obligations which the Contractor has under this Contract. Establishment of the one-year time period in Subparagraph 11.2.2 relates only to the duty of the Contractor to specifically correct the Work.

11.3 OWNER MAY ACCEPT DEFECTIVE OR NONCONFORMING WORK

11.3.1 If the Owner chooses to accept defective or nonconforming Work, the Owner may do so. In such event, the Contract Price shall be reduced by the greater of (a) the reasonable cost of removing and correcting the defective or nonconforming Work, and (b) the difference between the fair market value of the Project as constructed and the fair market value of the Project had it not been constructed in such a manner as to include defective or nonconforming Work. If the remaining portion of the unpaid Contract Price, if any, is insufficient to compensate the Owner for its acceptance of defective or nonconforming Work, the Contractor shall, upon written demand from the Owner, pay the Owner such remaining compensation for accepting defective or nonconforming Work.

ARTICLE XII: CONTRACT TERMINATION

12.1 TERMINATION BY THE CONTRACTOR

12.1.1 If the Work is stopped for a period of ninety (90) days by an order of any court or other public authority, or as a result of an act of the Government, through no fault of the Contractor or any person or entity working directly or indirectly for the Contractor, the Contractor may, upon ten (10) days' written notice to the Owner and the Architect, terminate performance under this Contract and recover from the Owner payment for the actual reasonable expenditures of the Contractor (as limited in Subparagraph 10.3.2 above) for all Work executed and for materials, equipment, tools, construction equipment

and machinery actually purchased or rented solely for the Work, less any salvage value of any such items.

12.1.2 If the Owner shall persistently or repeatedly fail to perform any material obligation to the Contractor for a period of fifteen (15) days after receiving written notice from the Contractor of its intent to terminate hereunder, the Contractor may terminate performance under this Contract by written notice to the Architect and the Owner. In such event, the Contractor shall be entitled to recover from the Owner as though the Owner had terminated the Contractor's performance under this Contract for convenience pursuant to Subparagraph 12.2.1 hereunder.

12.2 TERMINATION BY THE OWNER

12.2.1 ***FOR CONVENIENCE***

12.2.1.1 The Owner may for any reason whatsoever terminate performance under this Contract by the Contractor for convenience. The Owner shall give written notice of such termination to the Contractor specifying when termination becomes effective.

12.2.1.2 The Contractor shall incur no further obligations in connection with the Work and the Contractor shall stop Work when such termination becomes effective. The Contractor shall also terminate outstanding orders and subcontracts. The Contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders. The Owner may direct the Contractor to assign the Contractor's right, title and interest under terminated orders or subcontracts to the Owner or its designee.

12.2.1.3 The Contractor shall transfer title and deliver to the Owner such completed or partially completed Work and materials, equipment, parts, fixtures, information and Contract rights as the Contractor has.

12.2.1.4

(a) The Contractor shall submit a termination claim to the Owner and the Architect specifying the amounts due because of the termination for convenience together with costs, pricing or other data required by the Architect. If the Contractor fails to file a termination claim within one (1) year from the effective date of termination, the Owner shall pay the Contractor, an amount derived in accordance with subparagraph (c) below.

(b) The Owner and the Contractor may agree to the compensation, if any, due to the Contractor hereunder.

(c) Absent agreement to the amount due to the Contractor, the Owner shall pay the Contractor the following amounts:

(i) Contract prices for labor, materials, equipment and other services accepted under this Contract;

(ii) Reasonable costs incurred in preparing to perform and in performing the terminated portion of the Work, and in terminating the Contractor's performance, plus a fair and reasonable allowance for overhead and profit thereon (such profit shall not include anticipated profit or consequential damages), provided however, that if it appears that the Contractor would have not profited or would have sustained a loss if the entire Contract would have been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss, if any;

(iii) Reasonable costs of settling and paying claims arising out of the termination of subcontracts or orders pursuant to Subparagraph 12.2.1.2 of this Paragraph. These costs shall not include amounts paid in accordance with other provisions hereof.

The total sum to be paid the Contractor under this Subparagraph 12.2.1 shall not exceed the total Contract Price, as properly adjusted, reduced by the amount of payments otherwise made, and shall in no event include duplication of payment.

12.2.2 *FOR CAUSE*

12.2.2.1 If the Contractor persistently or repeatedly refuses or fails to prosecute the Work in a timely manner, abandons the jobsite and fails to resume work within five (5) days of written notice thereof by the Owner, fails to grant or allow access to the jobsite by the Owner or Architect, fails to supply enough properly skilled workers, supervisory personnel or proper equipment or materials, fails to make prompt payment to Subcontractors or for materials or labor, persistently disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, or otherwise is guilty of a violation of a material provision of this Contract, then the Owner may by written notice to the Contractor, without prejudice to any other right or remedy, terminate the employment of the Contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor and may finish the Work by whatever methods it may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the Work is finished.

12.2.2.2 If the unpaid balance of the Contract Price does not exceed the cost of finishing the work, including compensation for the Architect's additional services and expenses made necessary thereby, such difference shall be paid by the Contractor to the Owner. This obligation for payment shall survive the termination of the Contract.

12.2.2.3 In the event the employment of the Contractor is terminated by the Owner for cause pursuant to Subparagraph 12.2.2 and it is subsequently determined by a Court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a Termination for Convenience under Subparagraph 12.2.1 and the provisions of Subparagraph 12.2.1 shall apply.

ARTICLE XIII: INSURANCE

13.1 CONTRACTOR SHALL MAINTAIN INSURANCE

13.1.1 The Contractor at his own expense shall purchase, maintain and keep in force during the life of this contract, adequate insurance that will protect the Contractor and/or any Additional Insured from claims which may arise out of or result from operations under this contract. The insurance required shall provide adequate protections from all claims, whether such operations be by the Contractor or by any Additional Insured or by any Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone whose acts of any of them may be liable and from any special hazards, such as blasting, which may be encountered in the performance of this contract in the amounts as shown below in Paragraph 13.2.1.

13.1.2 The Contractor shall not commence work on any Contract in the City of Lancaster until the Contractor has obtained all the insurance required under this paragraph and such insurance has been approved by the City.

13.2 TYPES AND AMOUNTS OF INSURANCE

13.2.1. The Contractor shall furnish and maintain during the life of the contract adequate Insurance in such amounts as follows:

Type of Insurance	Amount
Worker's Compensation as set forth in the Worker's Compensation Act.	
Commercial General Liability	
$1,000,000 Each Accident/Occurrence. The policy shall have no coverage removed by exclusions.	
Limit of Insurance per Project or Owner's and Contractor's Protective Liability Insurance for the Project.	
Automobile Liability	
$500,000 Combined single limit per occurrence.	

13.2 INSTALLATION FLOATER

This insurance shall protect the Contractor and the Owner from all insurable risks of physical loss or damage to materials and equipment not otherwise covered under builder's risk insurance, while in warehouse or storage areas, during installation, during testing, and after the work is completed. Installation floater insurance shall be of the "all risks" type, with coverage's designed for the circumstances which may occur in the particular work included in this contract. The coverage shall be for an amount not less than the insurable value of the work at completion, less the value of the materials and equipment insured under builder's risk insurance. The value shall include the aggregate value of the Owner furnished equipment and materials to be erected or installed by the Contractor not otherwise insured under builder's risk insurance.

13.3 Builders Risk

This insurance shall be written in completed value form and shall protect the Contractor and the Owner against risks of damage to buildings, structures, and materials and equipment not otherwise covered under installation floater insurance, from the perils of fire and lightning, the perils included in the standard extended coverage endorsement, and the perils of vandalism and malicious mischief. The amount of such insurance shall not be less than the insurable value of the work at completion less the value of the materials and equipment insured under installation floater insurance.

Equipment installed under this contract shall be insured under installation floater insurance when the aggregate value of the equipment exceeds $10,000.00.

If the work does not include the construction of building structures, builder's risk insurance may be omitted providing the installation floater insurance fully covers all work.

Builder's risk insurance shall provide for losses to be payable to the Contractor and the Owner as their interests may appear and shall contain a waiver of subrogation rights against the insured parties.

13.4 ADDITIONAL INSURED / PROJECT INFORMATION

The Owner shall be named as an additional insured on the Commercial General Liability (Public), Policies furnished by the Contractor.

The project name and bid/contract number shall be listed on the certificate.

13.5 WRITTEN NOTIFICATION

Each insurance policy shall contain a provision requiring that thirty (30) days prior to expiration, cancellation, non-renewal or any material change in coverage, a notice there of shall be given by certified mail to the Purchasing Agent, City of Lancaster, PO Box 940, Lancaster, Texas, 75146.

13.6 PREMIUMS AND ASSESSMENTS

Companies issuing the insurance policies shall have no recourse against the City for payment of any premiums or assessments for any deductibles which are at the sole responsibility and risk of the Contractor.

13.7 CERTIFICATE OF INSURANCE

Proof that the insurance is in force shall be furnished to the City of Lancaster on a Standard Certificate of Insurance Form. In the event any insurance policy shown on the Certificate of Insurance has an expiration date that is prior to the completion and final acceptance of the project by the City of Lancaster, the contractor shall furnish the City proof of identical continued coverage no later than thirty (30) days prior to the expiration date shown on the Certificate of Insurance.

13.8 PRIMARY COVERAGE

The coverage's provided herein shall be primary and noncontributory with any other insurance maintained by

the City of Lancaster, Texas, for its benefit, including self insurance.

13.9 WORKER'S COMPENSATION INSURANCE COVERAGE

13.9.1 The Contractor shall:

1) provide coverage for its employees providing services on a project, for the duration of the project based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements;

2) provide a certificate of coverage showing workers' compensation coverage to the governmental entity prior to beginning work on the project;

3) provide the governmental entity prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the contractor's current certificate of coverage ends during the duration of the project;

4) obtain from each person providing services on a project, and provide to the governmental entity:

(A) a certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and

(B) no later than seven days after receipt by the contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

5) retain all required certificates of coverage on file for the duration of the project and for one year thereafter;

6) notify the governmental entity in writing by certified mail or personal delivery, within 10 days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project;

7) post a notice on each project site informing all persons providing services on the project that they are required to be covered, and stating how a person may verify current coverage and report failure to provide coverage. This notice does not satisfy other posting requirements imposed by the Act or other commission rules. This notice must be printed with a title in at least 30 point bold type and text in at least 19 point normal type, and shall be in both English and Spanish and any other language common to the worker population. The text for the notices shall be the following text provided by the Texas Worker's Compensation Commission on the sample notice, without any additional words or changes:

Required Workers' Compensation Coverage

"The law requires that each person working on this site or providing services related to this construction project must be covered by workers' compensation insurance. This includes persons providing, hauling, or delivering equipment or materials, or providing labor or transportation or other service related to the project, regardless of the identity of their employer or status as an employee."

"Call the Texas Workers' Compensation Commission at 512-440-3789 to receive information on the legal requirement for coverage, to verify whether your employer has provided the required coverage, or to report an employer's failure to provide coverage."

and

(8) contractually require each person with whom it contracts to provide services on a project, to:

(A) provide coverage based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements for all of its employees providing services on the project, for the duration of the project;

(B) provide a certificate of coverage to the contractor prior to that person beginning work on the project;

(C) include in all contracts to provide services on the project the language in subsection (e) (3) of this rule;

(D) provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

(E) obtain from each other person with whom it contracts, and provide to the Contractor:

(i) a certificate of coverage, prior to the other person beginning work on the project; and

(ii) prior to the end of the coverage period, a new certificate of coverage showing extension of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

(F) retain all required certificates of coverage on file for the duration of the project and for one year thereafter;

(G) notify the governmental entity in writing by certified mail or personal delivery, within 10 days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and

(H) contractually require each other person with whom it contracts, to perform as required by

sub-paragraphs (A) - (H) of this paragraph, with the certificate of coverage to be provided to the person for whom they are providing services.

ARTICLE XIV: MISCELLANEOUS

14.1 LAWS AND ORDINANCES

14.1.1 The Contractor shall at all times and in all respects observe and comply with all federal, state and local laws, ordinances, and regulations applicable to the Project and Work. The Contractor shall further insure that all Subcontractors observe and comply with said laws, ordinances and regulations.

14.2 GOVERNING LAW

14.2.1 The Contract shall be governed by the laws of the State of Texas. Venue for any causes of action arising under the terms or provisions of this Contract or the Work to be performed hereunder shall be in the courts of Dallas County, Texas.

14.3 SUCCESSORS AND ASSIGNS

14.3.1 The Owner and Contractor bind themselves, their successors, assigns and legal representatives to the other party hereto and to successors, assigns and legal representatives of such other party in respect to covenants, agreements and obligations contained in this Contract. The Contractor shall not assign this Contract without written consent of the Owner.

14.4 SURETY BONDS

14.4.1 If the Contract Price exceeds the sum of $25,000.00, the Contractor shall furnish separate performance and payment bonds to the Owner, according to the requirements set out in the bid documents and state statutes to guaranty full and faithful performance of the Contract and the full and final payment of all persons supplying labor or materials to the Project. Each bond required by the bid documents or state statute shall set forth a penal sum in an amount not less than the Contract Price. Each bond furnished by the Contractor shall incorporate by reference the terms of this Contract as fully as though they were set forth verbatim in such bonds. In the event the Contract Price is adjusted by Change Order executed by the Contractor, the penal sum of both the performance bond and the payment bond shall be deemed increased by like amount. The performance and payment bonds furnished by the Contractor shall be in form suitable to the Owner and shall be executed by a surety, or sureties, reasonably suitable to the Owner and authorized to do business in the State of Texas by the State Board of Insurance.

14.4.2 If the Contract Price exceeds the sum of $25,000.00, the Contractor, upon execution of the Contract and prior to commencement of the Work, shall furnish to the Owner a two-year maintenance bond in the amount of one hundred percent (100%) of the Contract Price covering the guaranty and maintenance prescribed herein, written by an approved surety authorized and duly licensed to conduct business in the State of Texas. The cost of said maintenance bond shall be included in the Contractor's unit bid prices and shall be paid by the Contractor.

14.5 SEVERABILITY

14.5.1 The provisions of this Contract are herein declared to be severable; in the event that any term, provision or part hereof is determined to be invalid, void or unenforceable, such determination shall not affect the validity or enforceability of the remaining terms, provisions and parts, and this Contract shall be read as if the invalid, void or unenforceable portion had not be included herein.

14.6 AMENDMENTS

14.6.1 This Contract may be amended by the parties only by a written agreement duly executed by both parties. The failure of the Owner to object to any nonperformance or nonconforming work or to enforce any provision hereof shall in no event be regarded as or construed to be a waiver, release or modification of any term or provision in this Contract, nor shall such failure to object or enforce stop the Owner from insisting on strict compliance with this Contract or from recovering damages, costs or expenses arising as a result of such nonperformance or nonconforming work.

14.7 NOTICES

14.6.1 All notices required by this Contract shall be presumed received when deposited in the mail properly addressed to the other party or Architect at the address set forth herein or set forth in a written designation of change of address delivered to all parties and the Architect.

EXECUTED in single or multiple originals, this 13th day of June, 2022.

CITY OF LANCASTER

Opal Mauldin-Jones, City Manager

ATTEST:

Sorangel O. Arenas, City Secretary

Reynolds Asphalt & Construction Company

Type/Print Name and Title

Address

REYNOLDS ASPHALT & CONSTRUCTION COMPANY

Since 1981

P.O. Box 370 * Euless, TX 76039

Metro (817) 267-3131 * Fax (817) 267-7022

Bear Creek Road Phase III
Lancaster, Texas
City of Lancaster

Item	Description	Estimated Quantity	Unit	Unit Bid	Bid Extension
4	2" Ty "C" HMAC	1,995.0	TON	$96.20	$191,919.00
7	4" Ty "B" HMAC	3,875.0	TON	$91.00	$352,625.00
10	Additional Mileage Charge	5,870.0	TON	$20.70	$121,509.00
12	Traffic Control	1.0	EA	$3,600.00	$3,600.00
16	Flex Base	3,985.0	TON	$45.00	$179,325.00
17	8"-28#/SY Cement Stabilization	18,300.0	SY	$9.80	$179,340.00
20	Hauling Excessive	5,600.0	CY	$33.90	$189,840.00
26	Backfill Shoulders	12,200.0	LF	$1.70	$20,740.00
30	Petromat	16,945.0	SY	$3.10	$52,529.50
					$1,291,427.50

CITY OF LANCASTER

Bear Creek - Blue Grove Road to SH 342

			UNIT PRICE BID	TOTAL QUANTITY	TOTAL COMPLETED TO DATE
1	HMAC Type D Delivered more than 1500 tons	TONS	$ 98.20		$ -
2	HMAC Type D Delivered 500 to 1499 tons	TONS	$ 101.10		$ -
3	HMAC Type D Delivered less than 499 tons	TONS	$ 120.00		$ -
4	HMAC Type C Delivered more than 1500 tons	TONS	$ 96.20	1,995.00	$ 191,919.00
5	HMAC Type C Delivered 500 to 1499 tons	TONS	$ 100.10		$ -
6	HMAC Type C Delivered less than 499 tons	TONS	$ 119.00		$ -
7	HMAC Type B Delivered more than 1500 tons	TONS	$ 91.00	3,875.00	$ 352,625.00
8	HMAC Type B Delivered 500 to 1499 tons	TONS	$ 97.50		$ -
9	HMAC Type B Delivered less than 499 tons	TONS	$ 114.00		$ -
10	Additional Mileage Hauled beyond the first 10 from bidders plant Items# 1-9 Per Ton Per Mile **NOTE: $0.00 per mile @ 23 miles **	EACH PER TON MILE	$ 20.70	5,870.00	$ 121,509.00
11	Move In/Out Charge for projects under 499 tons	EACH	$ 1,800.00		$ -
12	Thoroughfare Traffic Control Charges Per street	EACH	$ 3,600.00	1.00	$ 3,600.00
13	Manhole Ring Riser Adjustment/Placement Ring	EACH	$ 500.00		$ -
14	Valve Ring Riser Adjustment/Placement Ring	EACH	$ 250.00		$ -
15	Base Repair	SY	$ 75.00		$ -
16	Flex Base furnish and install	TONS	$ 45.00	3,985.00	$ 179,325.00
17	6" Cement Stab Existing - more than 3000 sy	SY	$ 9.80	18,300.00	$ 179,340.00
18	6" Cement Stab Existing - 1400 to 2999 sy	SY	$ 11.30		$ -
19	6" Cement Stab Existing - less than 1399 sy	SY	$ 19.70		$ -
20	Hauling Excessive Material more than 101 cy	CY	$ 33.90	5,600.00	$ 189,840.00
21	Hauling Excessive Material 51 to 100 cy	CY	$ 38.15		$ -
22	Hauling Excessive Material less than 50 cy	CY	$ 48.20		$ -
23	Wedge Mill	LF	$ 5.50		$ -
24	Full Depth Milling 0-4"	SY	$ 5.30		$ -
25	Full Depth Milling Each Additional Inch	SY	$ 0.75		$ -
26	Backfill Shoulders	LF	$ 1.70	12,200.00	$ 20,740.00
27	8" Pulverization	SY	$ 3.00		$ -
28	Petromat less than 2500 SY	SY	$ 5.45		$ -
29	Petromat 2500 - 4999 SY	SY	$ 3.80		$ -
30	Petromat more 5000 SY	SY	$ 3.10	16,945.00	$ 52,529.50
			TOTAL FOR PAGE		$ 1,291,427.50

City of Lancaster
Bear Creek Rd

From Dallas Ave to Bluegrove Rd
5648.50 feet (1.070 Miles)

0 0.05 0.1 0.2 Miles

CITY OF LANCASTER CITY COUNCIL

City Council Regular Meeting **6.**

Meeting Date: 06/13/2022

Policy Statement: This request supports the City Council 2021-2022 Policy Agenda

Goal(s): Sound Infrastructure

Submitted by: Andrew Waits, Director of Public Works

Agenda Caption:

Consider a resolution authorizing the award of requests for proposal (RFP) 2022-06 to Reynolds Asphalt & Construction Company for the purpose of resurfacing and repairing asphalt roadways within the City of Lancaster consistent with the prices submitted in (RFP) 2022-06.

Background:

Sound Infrastructure has been identified as a key performance objective for the City Council. The City has a pavement management program which has rated the roadways within the City and recommended maintenance based upon the condition. Staff has been completing infrastructure projects annually to realize the goal of having a preventative maintenance program and well maintained streets.

Future road projects performed by contractor will be consistent and in accordance with the bid specifications. The contractor will have to use the per line pricing for any project specified by the city not to exceed the maximum unit price as stated in the RFP and bid specifications for the total construction cost.

Operational Considerations:

This project consists of asphalt resurfacing and repairs for a period of one year with four (4) optional one year renewals. City staff will serve as the project manager and will coordinate with Reynolds Asphalt and Construction Company to ensure the roadway projects are completed in accordance with the City of Lancaster design manual and specifications.

Legal Considerations:

The RFP was processed in accordance with all local and state purchasing statutes. The RFP was advertised in the Focus Daily News on March 11, 2022, and March 15, 2022. The RFP was posted on the City's electronic procurement system and proposals were opened March 25, 2022, and closed on April 15, 2022. One proposal was received with Reynolds Asphalt & Construction Company being the lowest qualified contractor. The City Attorney has reviewed and approved the agreement and resolution as to form.

This formal RFP process meets the requirements set forth in the statutes, including advertising, Minority and Women-Owned Business Enterprise (M/WBE) participation, reference checks, verification of insurance and bonding, if required by specifications, and any other requirements. The approval of this RFP will allow the City staff to address the operational needs in a timely and efficient manner.

Public Information Considerations:

This item is being considered at a Regular Meeting of the City Council noticed in accordance with the Texas Open Meetings Act.

Fiscal Impact:

Funding for roadway projects are approved by City Council annually and will be consistent with the prices submitted in RFP 2022-06.

Options/Alternatives:

1. City Council may approve the resolution, as presented.
2. City Council may deny the resolution, as presented.

Recommendation:

Staff recommends approval of the resolution, as presented.

Attachments

Resolution

Exhibit A

RFP 2022-06

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE OF LANCASTER, TEXAS, APPROVING THE TERMS AND CONDITIONS OF RFP 2022-06 FOR PAVEMENT AND RESURFACING SERVICES, CONSISTENT WITH THE PRICES SUBMITTED IN RFP 2022-06, TO REYNOLDS ASPHALT COMPANY; AUTHORIZING THE CITY MANAGER TO EXECUTE SAID AGREEMENTS; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Lancaster, Texas, has determined, after due consideration that it is in the best interest of the City to award a contract to Reynolds Asphalt Company for asphalt pavement and resurfacing services attached hereto as Exhibit "A"; and

WHEREAS, the bid was processed in accordance with all local and state purchasing statues.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LANCASTER, TEXAS:

SECTION 1. That the City Manager of the City of Lancaster, Texas is hereby authorized to execute the contract.

SECTION 2. Any prior Resolution of the City Council in conflict with the provisions contained in this resolution are hereby repealed and revoked.

SECTION 3. Should any part of this Resolution to be held to be invalid for any reason, the remainder shall not be affected thereby, and such remaining portions are hereby declared to be severable.

SECTION 4. This resolution shall become effective immediately from and after this bid was processed in accordance with all local and state purchasing statues passage, and the law and charter in such cases provide.

DULY PASSED and approved by the City Council of the City of Lancaster, Texas, on this the 13th day of June, 2022.

ATTEST:

Sorangel O. Arenas, City Secretary

APPROVED:

Clyde C. Hairston, Mayor

APPROVED AS TO FORM:

David T. Ritter, City Attorney

City of Lancaster, Texas
Standard Fixed Price Construction Agreement

This Agreement is made by and between the City of Lancaster, Texas, a home-rule municipality (hereinafter referred to as the "Owner") and Reynolds Asphalt & Construction Company, (hereinafter referred to as the "Contractor") for Asphalt Pavement and Resurfacing Services (Bid #2022-06), (hereinafter referred to as the "Project"), the Owner and the Contractor hereby agree as follows:

ARTICLE I: CONTRACT & CONTRACT DOCUMENTS

1.1 THE CONTRACT

1.1.1 The Contract between the Owner and the Contractor, of which this Agreement is a part, consists of the Contract Documents. It shall be effective on the date this Agreement is executed by the last party to execute it.

1.2. THE CONTRACT DOCUMENTS

1.2.1 The Contract Documents consist of this Agreement, the Specifications, the Drawings, all Change Orders and Field Orders issued hereafter, any other amendments hereto executed by the parties hereafter, together with the following: **Bid 2022-06 and bid response documents.**

Documents not enumerated in this Paragraph 1.2.1 are not Contract Documents and do not form part of this Contract.

1.3 ENTIRE AGREEMENT

1.3.1 This Contract, together with the Contractor's performance, maintenance, and payment bonds for the Project, all General Conditions, Special Conditions, Plans and Specifications, and Addenda attached thereto, constitute the entire and exclusive agreement between the Owner and the Contractor with reference to the Project. Specifically, but without limitation, this Contract supersedes any bid documents and all prior written or oral communications, representations and negotiations, if any, between the Owner and Contractor not expressly made a part hereof.

1.4 NO PRIVITY WITH OTHERS

1.4.1 Nothing contained in this Contract shall create, or be interpreted to create, privity or any other contractual agreement between the Owner and any person or entity other than the Contractor.

1.5 INTENT AND INTERPRETATION

1.5.1 The intent of this Contract is to require complete, correct and timely execution of the Work. Any Work that may be required, implied or inferred by the Contract Documents, or any one or more of them, as necessary to produce the intended result shall be provided by the Contractor for the Contract Price.

1.5.2 This Contract is intended to be an integral whole and shall be interpreted as internally consistent. What is required by any one Contract Document shall be considered as required by the Contract.

1.5.3 When a word, term or phrase is used in this Contract, it shall be interpreted or construed, first, as defined herein; second, if not defined, according to its generally accepted meaning in the construction industry; and third, if there is no generally accepted meaning in the construction industry, according to its common and customary usage.

1.5.4 The words "include", "includes", or "including", as used in this Contract, shall be deemed to be followed by the phrase, "without limitation".

1.5.5 The specification herein of any act, failure, refusal, omission, event, occurrence or condition as constituting a material breach of this Contract shall not imply that any other, non-specified act, failure, refusal, omission, event, occurrence or condition shall be deemed not to constitute a material breach of this Contract.

1.5.6 Words or terms used as nouns in this Contract shall be inclusive of their singular and plural forms, unless the context of their usage clearly requires a contrary meaning.

1.5.7 The Contractor shall have a continuing duty to read, carefully study and compare each of the Contract Documents, the Shop Drawings, the Product Data, and any Plans and Specifications, and shall give written notice to the Owner of any inconsistency, ambiguity, error or omission which the Contractor may discover with respect to these documents before proceeding with the affected Work. The issuance or the express or implied approval by the Owner or the Architect of the Contract Documents, Shop Drawings, or Product Data shall not relieve the Contractor of the continuing duties imposed hereby, nor shall any such approval be evidence of the Contractor's compliance with this Contract. The Owner has requested the Architect to only prepare documents for the Project, including the Drawings and Specifications for the Project, which are accurate, adequate, consistent, coordinated and sufficient for construction. **However, the owner makes no representation or warranty of any nature whatsoever to the contractor concerning such documents.** By the execution hereof, the Contractor acknowledges and represents that it has received, reviewed and carefully examined such documents, has found them to be complete, accurate, adequate, consistent, coordinated and sufficient for construction, and that the Contractor has not, does not, and will not rely upon any representation or warranties by the Owner concerning such documents as no such representation or warranties have been or are hereby made. Further, the Contractor represents and warrants that it has had a sufficient opportunity to inspect the Project site and assumes any and all responsibility for inadequacies or ambiguities in

the plans, drawings or specifications as well as for latent conditions of the site where the work is to be performed.

1.5.8 As between numbers and scaled measurements on the Drawings and in the Design, the numbers shall govern, as between larger scale and smaller scale drawings, the larger scale shall govern.

1.5.9 Neither the organization of any of the Contract Documents into divisions, sections, paragraphs, articles, (or other categories), nor the organization or arrangement of the Design, shall control the Contractor in dividing the Work or in establishing the extent or scope of the Work to be performed by Subcontractors.

1.6 OWNERSHIP OF CONTRACT DOCUMENTS

1.6.1 The Contract Documents, and each of them, shall remain the property of the Owner. The Contractor shall have the right to keep one record set of the Contract Documents upon completion of the Project; provided, however, that in no event shall Contractor use, or permit to be used, any or all of such Contract Documents on other projects without the Owner's prior written authorization.

ARTICLE II: THE WORK

2.1 The Contractor shall perform all of the Work required, implied or reasonably inferable from, this Contract.

2.2 WORK

2.2.1 The term "Work" shall mean whatever is done by or required of the Contractor to perform and complete its duties under this Contract, including the following: construction of the whole or a designated part of the Project; furnishing of any required surety bonds and insurance, and the provision or furnishing of labor, supervision, services, materials, supplies, equipment, fixtures, appliances, facilities, tools, transportation, storage, power, permits and licenses required of the Contractor, fuel, heat, light, cooling and all other utilities as required by this Contract. The Work to be performed by the Contractor is generally described as follows:

Bid #2022-06 Pavement Resurfacing Services

2.2.2 The Contractor shall be responsible for paying for and procuring all materials and labor and furnishing all services necessary or appropriate for the full performance of the Work and the for the full completion of the Project. All materials shall be new and materials and workmanship shall be of good quality. Upon request, the Contractor shall furnish satisfactory proof of the type, kind, and quality of materials.

ARTICLE III: CONTRACT TIME

3.1 TIME AND LIQUIDATED DAMAGES

3.1.1 The Contractor shall commence the Work within 10 days of receipt of a written Notice to Proceed, and shall achieve Substantial Completion of the Work no later than ninety (90) working days from the date specified in the Notice to Proceed. The parties acknowledge that time is of the essence in the performance of the terms of this Contract. The term "calendar days" shall mean any and all days of the week or month, no days being excepted. It is contemplated by the parties that the progress of the Work may be delayed by certain conditions beyond the control of the parties; these delays have been contemplated by the parties and considered in the time allotted for performance specified herein and includes, but is not limited to delays occasioned on account of adverse weather, temporary unavailability of materials, shipment delays, and the presence and potential interference of other contractors who may be performing work at the Project site unrelated to this agreement.

The number of calendar days from the date on which the Work is permitted to proceed, through the date set forth for Substantial Completion, shall constitute the "Contract Time".

3.1.2 The Contractor shall pay the Owner the sum of $120.00 per day for each and every calendar day of unexcused delay in achieving Substantial Completion beyond the date set forth herein for Substantial Completion of the Work. Any sums due and payable hereunder by the Contractor shall be payable, not as a penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by the Owner, estimated at or before the time of executing this Contract. When the Owner reasonably believes that Substantial Completion will be inexcusably delayed, the Owner shall be entitled, but not required, to withhold from any amounts otherwise due the Contractor an amount then believed by the Owner to be adequate to recover liquidated damages applicable to such delays. If and when the Contractor overcomes the delay in achieving Substantial Completion, or any part thereof, for which the Owner has withheld payment, the Owner shall promptly release to the Contractor those funds withheld, but no longer applicable, as liquidated damages.

3.1.3 In the event that the Contractor achieves certification of substantial completion prior to the scheduled completion date, the Owner shall pay to the Contractor the sum of $0.00 per day for each calendar day that substantial completion is certified in advance of the scheduled completion date.

3.1.4 No claim shall be made by the Contractor to the Owner, and no damages, costs or extra compensation shall be allowed or paid by the Owner to the Contractor for any delay or hindrance from any cause in the progress or completion of the Work or this Contract. The Contractor's sole remedy in the event of any delay or hindrance shall be to request time extensions by written change orders as provided for hereinafter. Should the Contractor be delayed by an act of the Owner, or should the Owner order a stoppage of the Work for sufficient cause, an extension of time shall be granted by the Owner by written authorization upon written application, which extension shall not be unreasonably denied, to compensate for the delay.

3.1.5 The Owner shall have the authority to suspend the Work wholly or in part for such period or periods of time as it may deem appropriate due to unsuitable conditions considered unfavorable for the proper prosecution of the Work or for the failure of the Contractor to carry out instructions from the Owner or Owner's representative. During any period in which the Work is stopped or during which any of the Work is not actively in progress for any reason, Contractor shall properly protect the site and the Work from damage, loss or harm.

3.2 SUBSTANTIAL COMPLETION

3.2.1 "Substantial Completion" shall mean that stage in the progression of the Work when the Work is sufficiently complete in accordance with this Contract that the Owner can enjoy beneficial use or occupancy of the Work and can utilize the Work for its intended purpose, even though minor miscellaneous work and/or adjustment may be required.

3.3 TIME IS OF THE ESSENCE

3.3.1 All limitations of time set forth in the Contract Documents are of the essence of this Contract.

ARTICLE IV: CONTRACT PRICE

4.1 THE CONTRACT PRICE

4.1.1 The Owner shall pay, and the Contractor shall accept, as full and complete payment for all of the Work required herein, the aggregate sum consistent with the prices submitted in bid 2022-06.

The sum set forth in this Paragraph 4.1 shall constitute the Contract Price which shall not be modified except by written Change Order as provided in this Contract.

ARTICLE V: PAYMENT OF THE CONTRACT PRICE

5.1 SCHEDULE OF VALUES

5.1.1 Within ten (10) calendar days of the effective date hereof, the Contractor shall submit to the Owner and/or to the Architect a Schedule of Values allocating the Contract Price to the various portions of the Work. The Contractor's Schedule of Values shall be prepared in such form, with such detail, and supported by such data as the Architect or the Owner may require to substantiate its accuracy. The Contractor shall not imbalance the Schedule of Values nor artificially inflate any element thereof. The violation of this provision by the Contractor shall constitute a material breach of this Contract. The Schedule of Values shall be used only as a basis for the Contractor's Applications for Payment and shall only constitute such basis after it has been acknowledged and accepted in writing by the Architect and the Owner.

5.2 PAYMENT PROCEDURE

5.2.1 The Owner shall pay the Contract Price to the Contractor as provided below.

5.2.2 ***PROGRESS PAYMENTS*** - Based upon the Contractor's Applications for Payment submitted to the Architect and upon Certificates for Payment subsequently issued to the Owner by the Architect, the Owner shall make progress payments to the Contractor on account of the Contract Price.

5.2.3 On or before the 25th day of each month after commencement of the Work, the Contractor shall submit an Application for Payment for the period ending the 15th day of the month to the Architect in such form and manner, and with such supporting data and content, as the Owner or the Architect may require. Therein, the Contractor may request payment for ninety percent (90%) of that portion of the Contract Price properly allocable to Contract requirements properly provided, labor, materials and equipment properly incorporated in the Work, less the total amount of previous payments received from the Owner. Such Application for Payment shall be signed by the Contractor and shall constitute the Contractor's representation that the Work has progressed to the level for which payment is requested in accordance with the Schedule of Values, that the Work has been properly installed or performed in full compliance with this Contract, and that the Contractor knows of no reason why payment should not be made as requested. Thereafter, the Architect will review the Application for Payment and may also review the Work at the Project site or elsewhere to determine whether the quantity and quality of the Work is as represented in the Application for Payment and is as required by this Contract. The Architect shall determine and certify to the Owner the amount properly owing to the Contractor. The Owner shall make partial payments on account of the Contract Price to the Contractor within thirty (30) days following the Architect's receipt and approval of each Application for Payment. The amount of each partial payment shall be the amount certified for payment by the Architect less such amounts, if any, otherwise owing by the Contractor to the Owner or which the Owner shall have the right to withhold as authorized by this Contract. The Architect's certification of the Contractor's Application for Payment shall not preclude the Owner from the exercise of any of its rights as set forth in Paragraph 5.3 below.

5.2.4 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment, all Work for which payments have been received from the Owner shall be free and clear of liens, claims, security interest or other encumbrances in favor of the Contractor or any other person or entity whatsoever.

5.2.5 The Contractor shall promptly pay each Subcontractor out of the amount paid to the Contractor on account of such Subcontractor's Work, the amount to which such Subcontractor is entitled. In the event the Owner becomes informed that the Contractor has not paid a Subcontractor as herein provided, the Owner shall have the right, but not the duty, to issue future checks in payment to the Contractor of amounts otherwise due hereunder naming the Contractor and

such Subcontractor as joint payees. Such joint check procedure, if employed by the Owner, shall create no rights in favor of any person or entity beyond the right of the named payees to payment of the check and shall not be deemed to commit the Owner to repeat the procedure in the future.

5.2.6 No progress payment, nor any use or occupancy of the Project by the owner, shall be interpreted to constitute an acceptance of any Work not in strict accordance with this Contract.

5.3 WITHHELD PAYMENT

5.3.1 The Owner may decline to make payment, may withhold funds, and, if necessary, may demand the return of some or all of the amounts previously paid to the Contractor, to protect the Owner from loss because of:

(a) defective Work not remedied by the Contractor nor, in the opinion of the Owner, likely to be remedied by the Contractor;

(b) claims of third parties against the Owner or the Owner's property;

(c) failure by the Contractor to pay Subcontractors or others in a prompt and proper fashion;

(d) evidence that the balance of the Work cannot be completed in accordance with the Contract for the unpaid balance of the Contract Price,

(e) evidence that the Work will not be completed in the time required for substantial or final completion;

(f) persistent failure to carry out the Work in accordance with the Contract;

(g) damage to the Owner or a third party to whom the Owner is, or may be, liable.

In the event that the Owner makes written demand upon the Contractor for amounts previously paid by the Owner as contemplated in this Subparagraph 5.3.1, the Contractor shall promptly comply with such demand. The Owner shall have no duty to third parties to withhold payment to the Contractor and shall incur no liability for a failure to withhold funds.

5.4 UNEXCUSED FAILURE TO PAY

5.4.1 If within fifteen (15) days after the date established herein for payment to the Contractor by the Owner, the Owner, without cause or basis hereunder, fails to pay the Contractor any amount then due and payable to the Contractor, then the Contractor may after ten (10) additional days' written notice to the Owner and the Architect, and without prejudice to any other available rights or remedies it may have, stop the Work until payment of those amounts due from the Owner have been received. Late payments shall not accrue interest or other late charges.

5.5 SUBSTANTIAL COMPLETION

5.5.1 When the Contractor believes that the Work is substantially complete, the Contractor shall submit to the Architect a list of items to be completed or corrected. When the Architect on the basis of an inspection determines that the Work is in fact substantially complete, it will prepare a Certificate of Substantial Completion which shall establish the date of Substantial Completion, shall state the responsibilities of the Owner and the Contractor for Project security, maintenance, heat, utilities, damage to the Work, and insurance, and shall fix the time within which the Contractor shall complete the items listed therein. Guarantees required by the Contract shall commence on the date of Substantial Completion of the Work. The Certificate of Substantial Completion shall be submitted to the Owner and the Contractor for their written acceptance of the responsibilities assigned to them in such certificate.

Upon Substantial Completion of the Work, and execution by both the Owner and the Contractor of the Certificate of Substantial Completion, the Owner shall pay the Contractor an amount sufficient to increase total payments to the Contractor to one hundred percent (100%) of the Contract Price less three hundred percent (300%) of the reasonable cost as determined by the Owner and the Architect for completing all incomplete Work, correcting and bringing into conformance all defective and nonconforming Work, and handling all unsettled claims.

5.6 COMPLETION AND FINAL PAYMENT

5.6.1 When all of the Work is finally complete and the Contractor is ready for a final inspection, it shall notify the Owner and the Architect thereof in writing. Thereupon, the Architect will make final inspection of the Work and, if the Work is complete in full accordance with this Contract and this Contract has been fully performed, the Architect will promptly issue a final Certificate for Payment certifying to the Owner that the Project is complete and the Contractor is entitled to the remainder of the unpaid Contract Price, less any amount withheld pursuant to this Contract. If the Architect is unable to issue its final Certificate for Payment and is required to repeat its final inspection of the Work, the Contractor shall bear the cost of such repeat final inspection(s) which cost may be deducted by the Owner from the Contractor's final payment.

5.6.1.1 If the Contractor fails to achieve final completion within the time fixed by the Architect in its Certificate of Substantial Completion, the Contractor shall pay the Owner the sum set forth hereinabove as liquidated damages per day for each and every calendar day of unexcused delay in achieving final completion beyond the date set forth herein for final completion of the Work. Any sums due and payable hereunder by the Contractor shall be payable, not as a penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by the Owner, estimated at or before the time of executing this Contract. When the Owner reasonably believes that final completion will be

inexcusably delayed, the Owner shall be entitled, but not required, to withhold from any amounts otherwise due the Contractor an amount then believed by the Owner to be adequate to recover liquidated damages applicable to such delays. If and when the Contractor overcomes the delay in achieving final completion, or any part thereof, for which the Owner has withheld payment, the Owner shall promptly release to the Contractor those funds withheld, but no longer applicable, as liquidated damages.

5.6.2 The Contractor shall not be entitled to final payment unless and until it submits to the Architect its affidavit that all payrolls, invoices for materials and equipment, and other liabilities connected with the Work for which the Owner, or the Owner's property might be responsible, have been fully paid or otherwise satisfied; releases and waivers of lien from all Subcontractors of the Contractor and of any and all other parties required by the Architect or the Owner; consent of Surety, if any, to final payment. If any third party fails or refuses to provide a release of claim or waiver of lien as required by the Owner, the Contractor shall furnish a bond satisfactory to the Owner to discharge any such lien or indemnify the Owner from liability.

5.6.3 The Owner shall make final payment of all sums due the Contractor within ten (10) days of the Architect's execution of a final Certificate for Payment.

5.6.4 Acceptance of final payment shall constitute a waiver of all claims against the Owner by the Contractor except for those claims previously made in writing against the Owner by the Contractor, pending at the time of final payment, and identified in writing by the Contractor as unsettled at the time of its request for final payment.

5.6.5 Under no circumstance shall Contractor be entitled to receive interest on any payments or monies due Contractor by the Owner, whether the amount on which the interest may accrue is timely, late, wrongfully withheld, or an assessment of damages of any kind.

ARTICLE VI: THE OWNER

6.1 INFORMATION, SERVICES AND THINGS REQUIRED FROM OWNER

6.1.1 The Owner shall furnish to the Contractor, at the time of executing this Contract, any and all written and tangible material in its possession concerning conditions below ground at the site of the Project.

Such written and tangible material is furnished to the Contractor only in order to make complete disclosure of such material and for no other purpose. By furnishing such material, the Owner does not represent, warrant, or guarantee its accuracy either in whole, in part, implicitly or explicitly, or at all, and shall have no liability therefore. The Owner shall also furnish surveys, legal limitations and utility locations (if known), and a legal description of the Project site.

6.1.2 Excluding permits and fees normally the responsibility of the Contractor, the Owner shall obtain all approvals, easements, and the like required for construction and shall pay for necessary assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

6.1.3 The Owner shall furnish the Contractor, free of charge, one copy of the Contract Documents for execution of the Work.

6.2 RIGHT TO STOP WORK

6.2.1 If the Contractor persistently fails or refuses to perform the Work in accordance with this Contract, or if the best interests of the public health, safety or welfare so require, the Owner may order the Contractor to stop the Work, or any described portion thereof, until the cause for stoppage has been corrected, no longer exists, or the Owner orders that Work be resumed. In such event, the Contractor shall immediately obey such order.

6.3 OWNER'S RIGHT TO PERFORM WORK

6.3.1 If the Contractor's Work is stopped by the Owner under Paragraph 6.2, and the Contractor fails within seven (7) days of such stoppage to provide adequate assurance to the Owner that the cause of such stoppage will be eliminated or corrected, then the Owner may, without prejudice to any other rights or remedies the Owner may have against the Contractor, proceed to carry out the subject Work. In such a situation, an appropriate Change Order shall be issued deducting from the Contract Price the cost of correcting the subject deficiencies, plus compensation for the Architect's additional services and expenses necessitated thereby, if any. If the unpaid portion of the Contract Price is insufficient to cover the amount due the Owner, the Contractor shall pay the difference to the Owner.

ARTICLE VII: THE CONTRACTOR

7.1 The Contractor is again reminded of its continuing duty set forth in Subparagraph 1.5.7. The Contractor shall perform no part of the Work at any time without adequate Contract Documents or, as appropriate, approved Shop Drawings, Product Data or Samples for such portion of the Work. If the Contractor performs any of the Work knowing it involves a recognized error, inconsistency or omission in the Contract Documents without such notice to the Architect, the Contractor shall bear responsibility for such performance and shall bear the cost of correction.

7.2 The Contractor shall perform the Work strictly in accordance with this Contract.

7.3 The Contractor shall supervise and direct the Work using the Contractor's best skill, effort and attention. The Contractor shall be responsible to the Owner for any and all acts or omissions of the Contractor, its employees and others engaged in the Work on behalf of the Contractor.

7.3.1 The Contractor shall give adequate attention to the faithful prosecution of the Work and the timely completion of this Contract, with authority to determine

the manner and means of performing such Work, so long as such methods insure timely completion and proper performance.

7.3.2 The Contractor shall exercise all appropriate means and measures to insure a safe and secure jobsite in order to avoid and prevent injury, damage or loss to persons or property.

7.4 WARRANTY

7.4.1 The Contractor warrants to the Owner that all labor furnished to progress the Work under this Contract will be competent to perform the tasks undertaken, that the product of such labor will yield only first-class results, that materials and equipment furnished will be of good quality and new unless otherwise permitted by this Contract, and that the Work will be of good quality, free from faults and defects and in strict conformance with this Contract. All Work not conforming to these requirements may be considered defective.

7.5 The Contractor shall obtain and pay for all permits, fees and licenses necessary and ordinary for the Work. The Contractor shall comply with all lawful requirements applicable to the Work and shall give and maintain any and all notices required by applicable law pertaining to the Work.

7.6 SUPERVISION

7.6.1 The Contractor shall employ and maintain at the Project site only competent supervisory personnel. Absent written instruction from the Contractor to the contrary, the superintendent shall be deemed the Contractor's authorized representative at the site and shall be authorized to receive and accept any and all communications from the Owner or the Architect.

7.6.2 Key supervisory personnel assigned by the Contractor to this Project are as follows:

NAME	FUNCTION
Reynolds Asphalt Company	Onsite Forman

So long as the individuals named above remain actively employed or retained by the Contractor, they shall perform the functions indicated next to their names unless the Owner agrees to the contrary in writing. In the event one or more individuals not listed above subsequently assume one or more of those functions listed above, the Contractor shall be bound by the provisions of this Subparagraph 7.6.2 as though such individuals had been listed above.

7.7 The Contractor, within fifteen (15) days of commencing the Work, shall submit to the Owner and the Architect for their information, the Contractor's schedule for completing the Work. The Contractor's schedule shall be revised no less frequently than monthly (unless the parties otherwise agree in writing) and shall be revised to reflect conditions encountered from time to time and shall be related to the entire Project. Each such revision shall be furnished to the Owner and the Architect. Failure by the Contractor to strictly comply with the provisions of this Paragraph 7.7 shall constitute a material breach of this Contract.

7.8 The Contractor shall continuously maintain at the site, for the benefit of the owner and the Architect, one record copy of this Contract marked to record on a current basis changes, selections and modifications made during construction. Additionally, the Contractor shall maintain at the site for the Owner and Architect the approved Shop Drawings, Product Data, Samples and other similar required submittals. Upon final completion of the Work, all of these record documents shall be delivered to the Owner.

7.9 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

7.9.1 Shop Drawings, Product Data, Samples and other submittals from the Contractor do not constitute Contract Documents. Their purpose is merely to demonstrate the manner in which the Contractor intends to implement the Work in conformance with information received from the Contract Documents.

7.9.2 The Contractor shall not perform any portion of the Work requiring submittal and review of Shop Drawings, Product Data or Samples unless and until such submittal shall have been approved by the Architect. Approval by the Architect, however, shall not be evidence that Work installed pursuant thereto conforms with the requirements of this Contract.

7.10 CLEANING THE SITE AND THE PROJECT

7.10.1 The Contractor shall keep the site reasonably clean during performance of the Work. Upon final completion of the Work, the Contractor shall clean the site and the Project and remove all waste, rubbish, temporary structures, and other materials together with all of the Contractor's property therefrom. Contractor shall dispose of all refuse at a Texas Natural Resource Conservation Commission approved landfill. The Contractor shall further restore all property damaged during the prosecution of the Work and shall leave the site in a clean and presentable condition. No additional payment shall be made by the Owner for this work, the compensation having been considered and included in the contract price.

7.11 ACCESS TO WORK AND INSPECTIONS

7.11.1 The Owner and the Architect shall have access to the Work at all times from commencement of the Work through final completion. The Contractor shall take whatever steps necessary to provide access when requested. When reasonably requested by the Owner or the Architect, the Contractor shall perform or cause to be performed such testing as may be necessary or appropriate to insure suitability of the jobsite or the Work's compliance with the Contract requirements.

7.12 INDEMNITY AND DISCLAIMER

7.12.1 **OWNER SHALL NOT BE LIABLE OR RESPONSIBLE FOR, AND SHALL BE INDEMNIFIED, DEFENDED, HELD HARMLESS AND RELEASED BY CONTRACTOR FROM AND AGAINST ANY AND ALL SUITS, ACTIONS, LOSSES, DAMAGES,**

CLAIMS, OR LIABILITY OF ANY CHARACTER, TYPE, OR DESCRIPTION, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES FOR INJURY OR DEATH TO ANY PERSON, OR INJURY OR LOSS TO ANY PROPERTY, RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS, INCLUDING THE CONTRACTOR, OR PROPERTY, ARISING OUT OF, OR OCCASIONED BY, DIRECTLY OR INDIRECTLY, THE PERFORMANCE OF CONTRACTOR UNDER THIS AGREEMENT, INCLUDING CLAIMS AND DAMAGES ARISING IN WHOLE OR IN PART FROM THE NEGLIGENCE OF OWNER, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE OWNER UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW. THE PROVISIONS OF THIS INDEMNIFICATION ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY. IT IS THE EXPRESSED INTENT OF THE PARTIES TO THIS AGREEMENT THAT THE INDEMNITY PROVIDED FOR IN THIS CONTRACT IS AN INDEMNITY EXTENDED BY CONTRACTOR TO INDEMNIFY AND PROTECT OWNER FROM THE CONSEQUENCES OF THE CONTRACTOR'S AS WELL AS THE OWNER'S NEGLIGENCE, WHETHER SUCH NEGLIGENCE IS THE SOLE OR PARTIAL CAUSE OF ANY SUCH INJURY, DEATH, OR DAMAGE.

7.12.2 The Contractor will secure and maintain Contractual Liability insurance to cover this indemnification agreement that will be primary and non-contributory as to any insurance maintained by the Owner for its own benefit, including self-insurance. In addition, Contractor shall obtain and file with Owner a Standard Certificate of Insurance evidencing the required coverage.

7.12.3 In claims against any person or entity indemnified under this Paragraph 7.12 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Paragraph 7.12 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

7.13 NONDISCRIMINATION

7.13.1 The Contractor shall not discriminate in any way against any person, employee or job applicant on the basis of race, color, creed, national original, religion, age, sex, or disability where reasonable accommodations can be effected to enable the person to perform the essential functions of the job. The Contractor shall further insure that the foregoing nondiscrimination requirement shall be made a part and requirement of each subcontract on this Project.

7.14 PREVAILING WAGE RATES

7.14.1 The Contractor shall comply in all respects with all requirements imposed by any laws, ordinances or resolutions applicable to the Project with regard to the minimum prevailing wage rates for all classes of employees, laborers, subcontractors, mechanics, workmen and persons furnishing labor and services to the Project. The City of Lancaster has adopted US Department of Labor's Davis Bacon Wage Determinations as the Prevailing Wage Rate Schedule, available to the Contractor by request, which specifies the classes and wage rates to be paid to all persons. The Contractor shall pay not less than the minimum wage rates established thereby for each class, craft or type of labor, workman, or mechanic employed in the execution of this Contract. The failure of the Contractor to comply with this requirement shall result in the forfeiture to the City of $10.00 of a sum of not less than Sixty Dollars ($60.00) for each person per day, or portion thereof, that such person is paid less than the prevailing rate. Upon request by the Owner, Contractor shall make available for inspection and copying its books and records, including but not limited to its payroll records, account information and other documents as may be required by the Owner to insure compliance with this provision.

7.15 JOB SITE SAFETY PRECAUTIONS

7.15.1 The Contractor shall at all times exercise reasonable precautions for the safety of its employees, laborers, subcontractors, mechanics, workmen and others on and near the jobsite and shall comply with all laws, ordinances, regulations, and standards of federal, state and local safety laws and regulations. The Contractor shall provide such machinery guards, safe walk-ways, ladders, bridges, and other safety devices as may be necessary or appropriate to insure a safe and secure jobsite and shall require its subcontractors to comply with this requirement. The Contractor shall immediately comply with any and all safety requirements imposed by the Architect during the progress of the Work.

7.16 WARNING DEVICES AND BARRICADES

7.16.1 The Contractor shall furnish and maintain such warning devices, barricades, lights, signs, pavement markings, and other devices as may be necessary or appropriate or required by the Architect to protect persons or property in, near or adjacent to the jobsite, including . No separate compensation shall be paid to the Contractor for such measures. Where the Work is being conducted in, upon or near streets, alleys, sidewalks, or other rights-of-way, the Contractor shall insure the placement, maintenance and operation of any and all such warning devices as may be required by the City of Lancaster and shall do so until no longer required by the City. Such devices shall be in compliance with and conform to the manual and specifications for the uniform system of traffic control devices adopted by the Texas Department of Transportation.

7.17 PROTECTION OF UTILITIES & OTHER CONTRACTORS

7.17.1 The Contractor shall use best efforts to leave undisturbed and uninterrupted all utilities and utility services provided to the jobsite or which presently exists at, above or beneath the location where the Work is to

be performed. In the event that any utility or utility service is disturbed or damaged during the progress of the Work, the Contractor shall forthwith repair, remedy or restore the utility at Contractor's sole expense.

7.17.2 The Contractor understands and acknowledges that other contractors of the Owner or of other entities may be present at the jobsite performing other work unrelated to the Project. The Contractor shall use best efforts to work around other contractors without impeding the work of others while still adhering to the completion date established herein. In the event that the Contractor's work is or may be delayed by any other person, the Contractor shall immediately give notice thereof to the Architect and shall request a written Change Order in accordance with the procedures set forth by this Contract. The Contractor's failure to provide such notice and to request such Change Order shall constitute a waiver of any and all claims associated therewith.

ARTICLE VIII: CONTRACT ADMINISTRATION

8.1 THE ARCHITECT

8.1.1 When used in this Contract the term "Architect" does not necessarily denote a duly licensed, trained or certified architect; as used herein, the term shall be used interchangeably and shall mean a designated Architect, Engineer, or Contract Administrator (who may not be an architect or engineer) for the Owner, said person to be designated or redesignated by the Owner prior to or at any time during the Work hereunder. The Architect may be an employee of the Owner or may be retained by the Owner as an independent contractor but, in either event, the Architect's duties and authority shall be as set forth hereinafter. The Contractor understands and agrees that it shall abide by the decisions and instructions of the Architect notwithstanding the contractual relationship between the Owner and Architect. All of the Owner's instructions to the Contractor shall be through the Architect.

In the event the Owner should find it necessary or convenient to replace the Architect, the Owner shall retain a replacement Architect and the status of the replacement Architect shall be that of the former Architect.

8.2 ARCHITECT'S ADMINISTRATION

8.2.1 The Architect, unless otherwise directed by the Owner in writing, will perform those duties and discharge those responsibilities allocated to the Architect as set forth in this Contract. The Architect shall be the Owner's representative from the effective date of this Contract until final payment has been made.

8.2.2 The Owner and the Contractor shall communicate with each other in the first instance through the Architect.

8.2.3 The Architect shall be the initial interpreter of the requirements of the drawings and specifications and the judge of the performance thereunder by the Contractor. The Architect shall render written or graphic interpretations necessary for the proper execution or progress of the Work with reasonable promptness on request of the Contractor.

8.2.4 The Architect will review the Contractor's Applications for Payment and will certify to the Owner for payment to the Contractor, those amounts then due the Contractor as provided in this Contract.

8.2.5 The Architect shall have authority to reject Work which is defective or does not conform to the requirements of this Contract. If the Architect deems it necessary or advisable, the Architect shall have authority to require additional inspection or testing of the Work for compliance with Contract requirements.

8.2.6 The Architect will review and approve, or take other appropriate action as necessary, concerning the Contractor's submittals including Shop Drawings, Product Data and Samples. Such review, approval or other action shall be for the sole purpose of determining conformance with the design concept and information given through the Contract Documents.

8.2.7 The Architect will prepare Change Orders and may authorize minor changes in the Work by Field Order as provided elsewhere herein.

8.2.8 The Architect shall, upon written request from the Contractor, conduct inspections to determine the date of Substantial Completion and the date of final completion, will receive and forward to the Owner for the Owner's review and records, written warranties and related documents required by this Contract and will issue a final Certificate for Payment upon compliance with the requirements of this Contract.

8.2.9 The Architect's decisions in matters relating to aesthetic effect shall be final if consistent with the intent of this Contract.

8.3 CLAIMS BY THE CONTRACTOR

8.3.1 The Architect shall determine all claims and matters in dispute between the Contractor and Owner with regard to the execution, progress, or sufficiency of the Work or the interpretation of the Contract Documents, including but not limited to the plans and specifications. Any dispute shall be submitted in writing to the Architect within seven (7) days of the event or occurrence or the first appearance of the condition giving rise to the claim or dispute who shall render a written decision within a reasonable time thereafter. The Architect's decisions shall be final and binding on the parties. In the event that either party objects to the Architect's determination as to any submitted dispute, that party shall submit a written objection to the Architect and the opposing party within ten (10) days of receipt of the Architect's written determination in order to preserve the objection. Failure to so object shall constitute a waiver of the objection for all purposes.

8.3.2 Pending final resolution of any claim of the Contractor, the Contractor shall diligently proceed with performance of this Contract and the Owner shall

continue to make payments to the Contractor in accordance with this Contract.

8.3.3 ***CLAIMS FOR CONCEALED, LATENT OR UNKNOWN CONDITIONS*** - The Contractor expressly represents that it has been provided with an adequate opportunity to inspect the Project site and thoroughly review the Contract Documents and plans and specifications prior to submission of its bid and the Owner's acceptance of the bid. Subject to the conditions hereof, Contractor assumes full responsibility and risk for any concealed, latent or unknown condition which may affect the Work. No claims for extra work or additional compensation shall be made by Contractor in connection with concealed, latent or unknown conditions except as expressly provided herein. Should concealed, latent or unknown conditions encountered in the performance of the Work (a) below the surface of the ground or (b) in an existing structure be at variance with the conditions indicated by this Contract, or should unknown conditions of an unusual nature differing materially from those ordinarily encountered in the area and generally recognized as inherent in Work of the character provided for in this Contract, be encountered, the Contract Price shall be equitably adjusted by Change Order upon the written notice and claim by either party made within seven (7) days after the first observance of the condition. As a condition precedent to the Owner having any liability to the Contractor for concealed or unknown conditions, the Contractor must give the Owner and the Architect written notice of, and an opportunity to observe, the condition prior to disturbing it. The failure by the Contractor to make the written notice and claim as provided in this Subparagraph shall constitute a waiver by the Contractor of any claim arising out of or relating to such concealed, latent or unknown condition and the Contractor thereby assumes all risks and additional costs associated therewith.

8.3.4 ***CLAIMS FOR ADDITIONAL COSTS*** - If the Contractor wishes to make a claim for an increase in the Contract Price, as a condition precedent to any liability of the Owner therefore, the Contractor shall give the Architect written notice of such claim within seven (7) days after the occurrence of the event, or the first appearance of the condition, giving rise to such claim. Such notice shall be given by the Contractor before proceeding to execute any additional or changed Work. The failure by the Contractor to give such notice and to give such notice prior to executing the Work shall constitute a waiver of any claim for additional compensation.

8.3.4.1 In connection with any claim by the Contractor against the Owner for compensation in excess of the Contract Price, any liability of the Owner for the Contractor's costs shall be strictly limited to direct costs incurred by the Contractor and shall in no event include indirect costs or consequential damages of the Contractor. The Owner shall not be liable to the Contractor for claims of third parties, including Subcontractors. The Owner shall not be liable to the Contractor for any claims based upon delay to the Contractor for any reason whatsoever including any act or neglect on the part of the Owner.

8.3.5 ***CLAIMS FOR ADDITIONAL TIME*** - If the Contractor is delayed in progressing any task which at the time of the delay is then critical or which during the delay becomes critical, as the sole result of any act or neglect to act by the Owner or someone acting in the Owner's behalf, or by changes ordered in the Work, unusual delay in transportation, unusually adverse weather conditions not reasonably anticipated, fire or any causes beyond the Contractor's control, then the date for achieving Substantial Completion of the Work shall be extended upon the written notice and claim of the Contractor to the Owner and the Architect, for such reasonable time as the Architect may determine. Any notice and claim for an extension of time by the Contractor shall be made not more than seven (7) days after the occurrence of the event or the first appearance of the condition giving rise to the claim and shall set forth in detail the Contractor's basis for requiring additional time in which to complete the Project. In the event the delay to the Contractor is a continuing one, only one notice and claim for additional time shall be necessary. If the Contractor fails to make such claim as required in this Subparagraph, any claim for an extension of time shall be waived. The procedures and remedies provided by this provision shall be the sole remedy of Contractor and Contractor shall not assert nor be entitled to any additional delays or damages associated therewith.

8.4 FIELD ORDERS

8.4.1 The Architect shall have authority to order minor changes in the Work not involving a change in the Contract Price or in Contract Time and not inconsistent with the intent of the Contract. Such changes shall be effected by Field Order and shall be binding upon the Contractor. The Contractor shall carry out such Field Orders promptly.

8.5 MEDIATION

8.5.1 In the event that a dispute arises under the terms of this Contract, following an adverse determination by the Architect and proper preservation of the issue as required herein, the parties agree to submit to mediation. In such event, the parties shall agree to a designated person to serve as mediator and each party shall be responsible for payment of one-half of the total mediation fees. The parties shall submit the dispute to mediation as soon as practical and in no event later than one (1) year after the Architect's written decision on the matter. At least one designated representative of each party must attend and participate in good faith in an effort to resolve the matters in dispute.

8.5.2 In no event shall the foregoing provision justify or authorize any delay in the progress of the Work; the parties shall abide by the decision of the Architect in accomplishing the timely completion of the Project.

ARTICLE IX: SUBCONTRACTORS

9.1 DEFINITION

9.1.1 A Subcontractor is an entity which has a direct contract with the Contractor to perform a portion of the Work. No Subcontractor shall be in privity with the Owner.

9.2 AWARD OF SUBCONTRACTS

9.2.1 Upon execution of the Contract, the Contractor shall furnish the Owner, in writing, the names of persons or entities proposed by the Contractor to act as a Subcontractor on the Project. The Owner shall promptly reply to the Contractor, in writing, stating any objections the Owner may have to such proposed Subcontractor. The Contractor shall not enter into a subcontract with a proposed Subcontractor with reference to whom the Owner has made timely objection. The Contractor shall not be required to subcontract with any party to whom the Contractor has objection.

9.2.2 All subcontracts shall afford the Contractor rights against the Subcontractor which correspond to those rights afforded to the Owner against the Contractor herein, including those rights afforded to the Owner by Subparagraph 12.2.1 below. All subcontracts shall incorporate by reference the provisions hereof and shall provide that no claims, causes or demands shall be made by any Subcontractor against the Owner.

9.2.3 The Contractor shall indemnify, defend and hold harmless the Owner from and against any and all claims, demands, causes of action, damage, and liability asserted or made against the Owner by or on behalf of any Subcontractor.

ARTICLE X: CHANGES IN THE WORK

10.1 CHANGES PERMITTED

10.1.1 Changes in the Work within the general scope of this Contract, consisting of additions, deletions, revisions, or any combination thereof, may be ordered without invalidating this Contract, by Change Order or by Field Order.

10.1.2 Changes in the Work shall be performed under applicable provisions of this Contract and the Contractor shall proceed promptly with such changes.

10.2 CHANGE ORDER DEFINED

10.2.1 Change Order shall mean a written order to the Contractor executed by the Owner and the Architect, issued after execution of this Contract, authorizing and directing a change in the Work or an adjustment in the Contract Price or the Contract Time, or any combination thereof. The Contract Price and the Contract Time may be changed only by written Change Order.

10.3 CHANGES IN THE CONTRACT PRICE

10.3.1 Any change in the Contract Price resulting from a Change Order shall be determined as follows: (a) by mutual agreement between the Owner and the Contractor as evidenced by (1) the change in the Contract Price being set forth in the Change Order, (2) such change in the Contract Price, together with any conditions or requirements related thereto, being initialed by both parties and (3) the Contractor's execution of the Change Order, or (b) if no mutual agreement occurs between the Owner and the Contractor, then, as provided in Subparagraph 10.3.2 below.

10.3.2 If no mutual agreement occurs between the Owner and the Contractor as contemplated in Subparagraph 10.3.1 above, the change in the Contract Price, if any, shall then be determined by the Architect on the basis of the reasonable expenditures or savings of those performing, deleting or revising the Work attributable to the change, including, in the case of an increase or decrease in the Contract Price, a reasonable allowance for direct job site overhead and profit. In such case, the Contractor shall present, in such form and with such content as the Owner or the Architect requires an itemized accounting of such expenditures or savings, plus appropriate supporting data for inclusion in a Change Order. Reasonable expenditures or savings shall be limited to the following: reasonable costs of materials, supplies, or equipment including delivery costs, reasonable costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance, reasonable rental costs of machinery and equipment exclusive of hand tools whether rented from the Contractor or others, reasonable costs of premiums for all bonds and insurance, permit fees, and sales, use or other taxes related to the Work, and reasonable cost of direct supervision and jobsite field office overhead directly attributable to the change. In no event shall any expenditure or savings associated with the Contractor's home office or other non-jobsite overhead expense be included in any change in the Contract Price. Pending final determination of reasonable expenditures or savings to the Owner, payments on account shall be made to the Contractor on the Architect's Certificate for Payment.

10.3.3 If unit prices are provided in the Contract, and if the quantities contemplated are so changed in a proposed Change Order that application of such unit prices to the quantities of Work proposed will cause substantial inequity to the Owner or to the Contractor, the applicable unit prices shall be equitably adjusted.

10.4 MINOR CHANGES

10.4.1 The Architect shall have authority to order minor changes in the Work not involving a change in the Contract Price or an extension of the Contract Time and not inconsistent with the intent of this Contract. Such minor changes shall be made by written Field Order, and shall be binding upon the owner and the Contractor. The Contractor shall promptly carry out such written Field Orders.

10.5 EFFECT OF EXECUTED CHANGE ORDER

10.5.1 The execution of a Change Order by the Contractor shall constitute conclusive evidence of the Contractor's agreement to the ordered changes in the Work, this Contract as thus amended, the Contract Price and the Contract Time. The Contractor, by executing the Change Order, waives and forever releases any claim against the Owner for additional time or compensation for matters relating to or arising out of or resulting from the Work included within or affected by the executed Change Order.

10.6 NOTICE TO SURETY; CONSENT

10.6.1 The Contractor shall notify and obtain the consent and approval of the Contractor's surety with reference to all Change Orders if such notice, consent or approval is required by the Contractor's surety or by law. The Contractor's execution of the Change Order shall constitute the Contractor's warranty to the Owner that the surety has been notified of and consents to, such Change Order and the surety shall be conclusively deemed to have been notified of such Change Order and to have expressly consented thereto.

ARTICLE XI: UNCOVERING & CORRECTING WORK

11.1 UNCOVERING WORK

11.1.1 If any of the Work is covered contrary to the Architect's request or to any provisions of this Contract, it shall, if required by the Architect or the Owner, be uncovered for the Architect's inspection and shall be properly replaced at the Contractor's expense without change in the Contract Time.

11.1.2 If any of the Work is covered in a manner not inconsistent with Subparagraph 11.1.1 above, it shall, if required by the Architect or Owner, be uncovered for the Architect's inspection. If such Work conforms strictly with this Contract, costs of uncovering and proper replacement shall by Change Order be charged to the Owner. If such Work does not strictly conform with this Contract, the Contractor shall pay the costs of uncovering and proper replacement.

11.2 CORRECTING WORK

11.2.1 The Contractor shall immediately proceed to correct Work rejected by the Architect as defective or failing to conform to this Contract. The Contractor shall pay all costs and expenses associated with correcting such rejected Work, including any additional testing and inspections, and reimbursement to the Owner for the Architect's services and expenses made necessary thereby.

11.2.2 If within one (1) year after Substantial Completion of the Work any of the Work is found to be defective or not in accordance with this Contract, the Contractor shall correct it promptly upon receipt of written notice from the Owner. This obligation shall survive final payment by the Owner and termination of this Contract. With respect to Work first performed and completed after Substantial Completion, this one year obligation to specifically correct defective and nonconforming Work shall be extended by the period of time which elapses between Substantial Completion and completion of the subject Work.

11.2.3 Nothing contained in this Paragraph 11.2 shall establish any period of limitation with respect to other obligations which the Contractor has under this Contract. Establishment of the one year time period in Subparagraph 11.2.2 relates only to the duty of the Contractor to specifically correct the Work.

11.3 OWNER MAY ACCEPT DEFECTIVE OR NONCONFORMING WORK

11.3.1 If the Owner chooses to accept defective or nonconforming Work, the Owner may do so. In such event, the Contract Price shall be reduced by the greater of (a) the reasonable cost of removing and correcting the defective or nonconforming Work, and (b) the difference between the fair market value of the Project as constructed and the fair market value of the Project had it not been constructed in such a manner as to include defective or nonconforming Work. If the remaining portion of the unpaid Contract Price, if any, is insufficient to compensate the Owner for its acceptance of defective or nonconforming Work, the Contractor shall, upon written demand from the Owner, pay the Owner such remaining compensation for accepting defective or nonconforming Work.

ARTICLE XII: CONTRACT TERMINATION

12.1 TERMINATION BY THE CONTRACTOR

12.1.1 If the Work is stopped for a period of ninety (90) days by an order of any court or other public authority, or as a result of an act of the Government, through no fault of the Contractor or any person or entity working directly or indirectly for the Contractor, the Contractor may, upon ten (10) days' written notice to the Owner and the Architect, terminate performance under this Contract and recover from the Owner payment for the actual reasonable expenditures of the Contractor (as limited in Subparagraph 10.3.2 above) for all Work executed and for materials, equipment, tools, construction equipment and machinery actually purchased or rented solely for the Work, less any salvage value of any such items.

12.1.2 If the Owner shall persistently or repeatedly fail to perform any material obligation to the Contractor for a period of fifteen (15) days after receiving written notice from the Contractor of its intent to terminate hereunder, the Contractor may terminate performance under this Contract by written notice to the Architect and the Owner. In such event, the Contractor shall be entitled to recover from the Owner as though the Owner had terminated the Contractor's performance under this Contract for convenience pursuant to Subparagraph 12.2.1 hereunder.

12.2 TERMINATION BY THE OWNER

12.2.1 *FOR CONVENIENCE*

12.2.1.1 The Owner may for any reason whatsoever terminate performance under this Contract by the Contractor for convenience. The Owner shall give written notice of such termination to the Contractor specifying when termination becomes effective.

12.2.1.2 The Contractor shall incur no further obligations in connection with the Work and the Contractor shall stop Work when such termination becomes effective. The Contractor shall also terminate outstanding orders and subcontracts. The Contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders. The Owner may direct the Contractor to assign the Contractor's right, title and interest under terminated orders or subcontracts to the Owner or its designee.

12.2.1.3 The Contractor shall transfer title and deliver to the Owner such completed or partially completed Work and materials, equipment, parts, fixtures, information and Contract rights as the Contractor has.

12.2.1.4

(a) The Contractor shall submit a termination claim to the Owner and the Architect specifying the amounts due because of the termination for convenience together with costs, pricing or other data required by the Architect. If the Contractor fails to file a termination claim within one (1) year from the effective date of termination, the Owner shall pay the Contractor, an amount derived in accordance with subparagraph (c) below.

(b) The Owner and the Contractor may agree to the compensation, if any, due to the Contractor hereunder.

(c) Absent agreement to the amount due to the Contractor, the Owner shall pay the Contractor the following amounts:

(i) Contract prices for labor, materials, equipment and other services accepted under this Contract;

(ii) Reasonable costs incurred in preparing to perform and in performing the terminated portion of the Work, and in terminating the Contractor's performance, plus a fair and reasonable allowance for overhead and profit thereon (such profit shall not include anticipated profit or consequential damages), provided however, that if it appears that the Contractor would have not profited or would have sustained a loss if the entire Contract would have been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss, if any;

(iii) Reasonable costs of settling and paying claims arising out of the termination of subcontracts or orders pursuant to Subparagraph 12.2.1.2 of this Paragraph. These costs shall not include amounts paid in accordance with other provisions hereof.

The total sum to be paid the Contractor under this Subparagraph 12.2.1 shall not exceed the total Contract Price, as properly adjusted, reduced by the amount of payments otherwise made, and shall in no event include duplication of payment.

12.2.2 *For Cause*

12.2.2.1 If the Contractor persistently or repeatedly refuses or fails to prosecute the Work in a timely manner, abandons the jobsite and fails to resume work within five (5) days of written notice thereof by the Owner, fails to grant or allow access to the jobsite by the Owner or Architect, fails to supply enough properly skilled workers, supervisory personnel or proper equipment or materials, fails to make prompt payment to Subcontractors or for materials or labor, persistently disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, or otherwise is guilty of a violation of a material provision of this Contract, then the Owner may by written notice to the Contractor, without prejudice to any other right or remedy, terminate the employment of the Contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor and may finish the Work by whatever methods it may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the Work is finished.

12.2.2.2 If the unpaid balance of the Contract Price does not exceed the cost of finishing the work, including compensation for the Architect's additional services and expenses made necessary thereby, such difference shall be paid by the Contractor to the Owner. This obligation for payment shall survive the termination of the Contract.

12.2.2.3 In the event the employment of the Contractor is terminated by the Owner for cause pursuant to Subparagraph 12.2.2 and it is subsequently determined by a Court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a Termination for Convenience under Subparagraph 12.2.1 and the provisions of Subparagraph 12.2.1 shall apply.

ARTICLE XIII: INSURANCE

13.1 Contractor Shall Maintain Insurance

13.1.1 The Contractor at his own expense shall purchase, maintain and keep in force during the life of this contract, adequate insurance that will protect the Contractor and/or any Additional Insured from claims which may arise out of or result from operations under this contract. The insurance required shall provide adequate protections from all claims, whether such operations be by the Contractor or by any Additional Insured or by any Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone whose acts of any of them may be liable and from any special hazards, such as blasting, which may be encountered in the performance of this contract in the amounts as shown below in Paragraph 13.2.1.

13.1.2 The Contractor shall not commence work on any Contract in the City of Lancaster until the Contractor has obtained all the insurance required under this paragraph and such insurance has been approved by the City.

13.2 TYPES AND AMOUNTS OF INSURANCE

13.2.1. The Contractor shall furnish and maintain during the life of the contract adequate Insurance in such amounts as follows:

Type of Insurance	Amount

Worker's Compensation as set forth in the Worker's Compensation Act.

Commercial General Liability

$1,000,000 Each Accident/Occurrence. The policy shall have no coverage removed by exclusions.

Limit of Insurance per Project or Owner's and Contractor's Protective Liability Insurance for the Project.

Automobile Liability

$500,000 Combined single limit per occurrence.

13.2 INSTALLATION FLOATER

This insurance shall protect the Contractor and the Owner from all insurable risks of physical loss or damage to materials and equipment not otherwise covered under builder's risk insurance, while in warehouse or storage areas, during installation, during testing, and after the work is completed. Installation floater insurance shall be of the "all risks" type, with coverage's designed for the circumstances which may occur in the particular work included in this contract. The coverage shall be for an amount not less than the insurable value of the work at completion, less the value of the materials and equipment insured under builder's risk insurance. The value shall include the aggregate value of the Owner furnished equipment and materials to be erected or installed by the Contractor not otherwise insured under builder's risk insurance.

13.3 Builders Risk

This insurance shall be written in completed value form and shall protect the Contractor and the Owner against risks of damage to buildings, structures, and materials and equipment not otherwise covered under installation floater insurance, from the perils of fire and lightning, the perils included in the standard extended coverage endorsement, and the perils of vandalism and malicious mischief. The amount of such insurance shall not be less than the insurable value of the work at completion less the value of the materials and equipment insured under installation floater insurance.

Equipment installed under this contract shall be insured under installation floater insurance when the aggregate value of the equipment exceeds $10,000.00.

If the work does not include the construction of building structures, builder's risk insurance may be omitted providing the installation floater insurance fully covers all work.

Builder's risk insurance shall provide for losses to be payable to the Contractor and the Owner as their interests may appear and shall contain a waiver of subrogation rights against the insured parties.

13.4 ADDITIONAL INSURED / PROJECT INFORMATION

The Owner shall be named as an additional insured on the Commercial General Liability (Public), Policies furnished by the Contractor.

The project name and bid/contract number shall be listed on the certificate.

13.5 WRITTEN NOTIFICATION

Each insurance policy shall contain a provision requiring that thirty (30) days prior to expiration, cancellation, non-renewal or any material change in coverage, a notice there of shall be given by certified mail to the Purchasing Agent, City of Lancaster, PO Box 940, Lancaster, Texas, 75146.

13.6 PREMIUMS AND ASSESSMENTS

Companies issuing the insurance policies shall have no recourse against the City for payment of any premiums or assessments for any deductibles which are at the sole responsibility and risk of the Contractor.

13.7 CERTIFICATE OF INSURANCE

Proof that the insurance is in force shall be furnished to the City of Lancaster on a Standard Certificate of Insurance Form. In the event any insurance policy shown on the Certificate of Insurance has an expiration date that is prior to the completion and final acceptance of the project by the City of Lancaster, the contractor shall furnish the City proof of identical continued coverage no later than thirty (30) days prior to the expiration date shown on the Certificate of Insurance.

13.8 PRIMARY COVERAGE

The coverage's provided herein shall be primary and noncontributory with any other insurance maintained by the City of Lancaster, Texas, for its benefit, including self insurance.

13.9 WORKER'S COMPENSATION INSURANCE COVERAGE

13.9.1 The Contractor shall:

1) provide coverage for its employees providing services on a project, for the duration of the project based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements;

2) provide a certificate of coverage showing workers' compensation coverage to the governmental entity prior to beginning work on the project;

3) provide the governmental entity prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the

coverage period shown on the contractor's current certificate of coverage ends during the duration of the project;

4) obtain from each person providing services on a project, and provide to the governmental entity:

(A) a certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and

(B) no later than seven days after receipt by the contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

5) retain all required certificates of coverage on file for the duration of the project and for one year thereafter;

6) notify the governmental entity in writing by certified mail or personal delivery, within 10 days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project;

7) post a notice on each project site informing all persons providing services on the project that they are required to be covered, and stating how a person may verify current coverage and report failure to provide coverage. This notice does not satisfy other posting requirements imposed by the Act or other commission rules. This notice must be printed with a title in at least 30 point bold type and text in at least 19 point normal type, and shall be in both English and Spanish and any other language common to the worker population. The text for the notices shall be the following text provided by the Texas Worker's Compensation Commission on the sample notice, without any additional words or changes:

Required Workers' Compensation Coverage

"The law requires that each person working on this site or providing services related to this construction project must be covered by workers' compensation insurance. This includes persons providing, hauling, or delivering equipment or materials, or providing labor or transportation or other service related to the project, regardless of the identity of their employer or status as an employee."

"Call the Texas Workers' Compensation Commission at 512-440-3789 to receive information on the legal requirement for coverage, to verify whether your employer has provided the required coverage, or to report an employer's failure to provide coverage."

and

(8) contractually require each person with whom it contracts to provide services on a project, to:

(A) provide coverage based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements for all of its employees providing services on the project, for the duration of the project;

(B) provide a certificate of coverage to the contractor prior to that person beginning work on the project;

(C) include in all contracts to provide services on the project the language in subsection (e) (3) of this rule;

(D) provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

(E) obtain from each other person with whom it contracts, and provide to the Contractor:

(i) a certificate of coverage, prior to the other person beginning work on the project; and

(ii) prior to the end of the coverage period, a new certificate of coverage showing extension of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

(F) retain all required certificates of coverage on file for the duration of the project and for one year thereafter;

(G) notify the governmental entity in writing by certified mail or personal delivery, within 10 days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and

(H) contractually require each other person with whom it contracts, to perform as required by sub-paragraphs (A) - (H) of this paragraph, with the certificate of coverage to be provided to the person for whom they are providing services.

ARTICLE XIV: MISCELLANEOUS

14.1 LAWS AND ORDINANCES

14.1.1 The Contractor shall at all times and in all respects observe and comply with all federal, state and local laws, ordinances, and regulations applicable to the Project and Work. The Contractor shall further insure that all Subcontractors observe and comply with said laws, ordinances and regulations.

14.2 GOVERNING LAW

14.2.1 The Contract shall be governed by the laws of the State of Texas. Venue for any causes of action arising under the terms or provisions of this Contract or

the Work to be performed hereunder shall be in the courts of Dallas County, Texas.

14.3 SUCCESSORS AND ASSIGNS

14.3.1 The Owner and Contractor bind themselves, their successors, assigns and legal representatives to the other party hereto and to successors, assigns and legal representatives of such other party in respect to covenants, agreements and obligations contained in this Contract. The Contractor shall not assign this Contract without written consent of the Owner.

14.4 SURETY BONDS

14.4.1 If the Contract Price exceeds the sum of $25,000.00, the Contractor shall furnish separate performance and payment bonds to the Owner, according to the requirements set out in the bid documents and state statutes to guaranty full and faithful performance of the Contract and the full and final payment of all persons supplying labor or materials to the Project. Each bond required by the bid documents or state statute shall set forth a penal sum in an amount not less than the Contract Price. Each bond furnished by the Contractor shall incorporate by reference the terms of this Contract as fully as though they were set forth verbatim in such bonds. In the event the Contract Price is adjusted by Change Order executed by the Contractor, the penal sum of both the performance bond and the payment bond shall be deemed increased by like amount. The performance and payment bonds furnished by the Contractor shall be in form suitable to the Owner and shall be executed by a surety, or sureties, reasonably suitable to the Owner and authorized to do business in the State of Texas by the State Board of Insurance.

14.4.2 If the Contract Price exceeds the sum of $25,000.00, the Contractor, upon execution of the Contract and prior to commencement of the Work, shall furnish to the Owner a two-year maintenance bond in the amount of one hundred percent (100%) of the Contract Price covering the guaranty and maintenance prescribed herein, written by an approved surety authorized and duly licensed to conduct business in the State of Texas. The cost of said maintenance bond shall be included in the Contractor's unit bid prices and shall be paid by the Contractor.

14.5 SEVERABILITY

14.5.1 The provisions of this Contract are herein declared to be severable; in the event that any term, provision or part hereof is determined to be invalid, void or unenforceable, such determination shall not affect the validity or enforceability of the remaining terms, provisions and parts, and this Contract shall be read as if the invalid, void or unenforceable portion had not be included herein.

14.6 AMENDMENTS

14.6.1 This Contract may be amended by the parties only by a written agreement duly executed by both parties. The failure of the Owner to object to any nonperformance or nonconforming work or to enforce any provision hereof shall in no event be regarded as or construed to be a waiver, release or modification of any term or provision in this Contract, nor shall such failure to object or enforce stop the Owner from insisting on strict compliance with this Contract or from recovering damages, costs or expenses arising as a result of such nonperformance or nonconforming work.

14.7 NOTICES

14.6.1 All notices required by this Contract shall be presumed received when deposited in the mail properly addressed to the other party or Architect at the address set forth herein or set forth in a written designation of change of address delivered to all parties and the Architect.

EXECUTED in single or multiple originals, this 13th day of June, 2022.

CITY OF LANCASTER

_____

Opal Mauldin-Jones, City Manager

ATTEST:

_____

Sorangel Arenas, City Secretary

Company Name

Reynolds Asphalt and Construction Company

_____

Print Name and Title

Address

2022-06 Addendum 1
Reynolds Asphalt & Construction Co.
Supplier Response

Event Information

Number: 2022-06 Addendum 1
Title: Pavement Resurfacing Service
Type: Request for Proposal
Issue Date: 3/25/2022
Deadline: 4/20/2022 03:00 PM (CT)
Notes: We strongly request that bidders submit their response electronically. Electronic bidding will eliminate errors, eliminate unnecessary work, and is more friendly to the environment. Your cooperation is appreciated.

Please feel free to call us if you require any assistance with the response.

Emailed or Fax submissions will not be accepted.

Contact Information

Contact: Cheryl Womble, Purchasing Agent, CTCD
Address: Municipal Center (City Hall)
City Manager's Office
PO Box 940, 211 N. Henry Street
Lancaster, TX 75146
Phone: (972) 218-1329
Fax: (972) 218-3621
Email: cwomble@lancaster-tx.com

Reynolds Asphalt & Construction Co. Information

Address: P. O. Box 370
Euless, TX 76102
Phone: (817) 267-3131
Fax: (817) 267-7022
Toll Free: (817) 267-3131

We strongly request that bidders submit their response electronically. Electronic bidding will eliminate errors, eliminate unnecessary work, and is more friendly to the environment. Your cooperation is appreciated.

Please feel free to call us if you require any assistance with the response.

Emailed or Fax submissions will not be accepted.

Ned Tankersley
Signature

ntankersley@reynoldsasphalt.com
Email

Submitted at 4/20/2022 9:52:05 AM

Response Attachments

Forms.pdf

Statement of Qualifications and other Forms

Bid Attributes

1	**Addenda #1** Issuing Addenda #1 due to a technical update needed in the e-bid system. ☑ Acknowledge and Understand (Acknowledge and Understand)
2	**QUESTIONS** All questions shall be addressed to Cheryl Womble, Purchasing Agent via email at purchasing@lancaster-tx.com. ☑ Agree (Agree)
3	**PRICE INCREASES** Prices are firm for the first year. Any price increase after year one, must be justified and documentation submitted. Price increases may not exceed the current Consumer Price Index (U) for the D/FW Region. ☑ Agree (Agree)
4	**RESPONSE TERM** Responses shall be valid for (90) calendar days after the opening date and shall constitute an irrevocable offer to the City of Lancaster for the 90 calendar day period. The 90 calendar day period may be extended by mutual agreement of the parties. ☑ Agree (Agree)

5 LATE SUBMISSION

Bids/RFQs are not accepted after the closing date and time. The City of Lancaster is not responsible for computer, mail or carrier issues/problems. The server time located in the top right corner of this software is the official clock. It is the responsibility of the user to ensure you have chosen the correct time zone for your company.

☑ Understand (Understand)

6 T&C ACKNOWLEDGEMENT

I have read and agree to the terms and conditions of this bid.

☑ Agree (Agree)

7 BID ACKNOWLEDGEMENT

Bidder affirms that they have read and understand all requirements of this proposal. Additionally, the bidder affirms that they are duly authorized to execute this contract and that this company has not prepared this proposal in collusion with any other proposer, and that the contents of this proposal as to prices, terms or conditions of said proposal have not been communicated by the bidder nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this type of business prior to the official opening of this proposal.

☑ Agree (Agree)

8 COUNTY

What county is your principal place of business located?

Tarrant

9 PAYMENT TERMS

The City of Lancaster's payment terms are Net 30.

10 COMPANY OWNERSHIP

Is your company currently for sale or involved in any transaction to expand or to become acquired by another business entity? If yes, please explain the impact both in organizational and directional terms.

No

11 LITIGATION WITH CITY OF LANCASTER

Is your firm involved in any litigation (past or pending) with the City of Lancaster? If yes, please provide details.

No

12 ELECTRONIC PAYMENT

If you would like your payment sent electronically (EFT), please provide your accounts receivable contact information. Please provide name, phone number and email address.

Bart McKay - 817-267-3131 - bmckay@reynoldsasphalt.com

13 OPEN RECORDS ACT

All responses will be maintained confidential until award is finalized. At that time, all proposals are subject to the Open Records Act.

☑ Agree (Agree)

14 NEPOTISM STATEMENT

The Bidder, Proposer, or any officer, shall state whether Bidder of Proposer has a relationship, either by blood or marriage, with any official or employee of the City of Lancaster.

☑ Not related to any official or employee (Not related to any official or employee)

☐ I am related to an official or employee (I am related to an official or employee)

15 **CONTRACT CLAUSE**

Bidder affirms that submittal of this bid, and when properly accepted by the City of Lancaster, shall constitute a contract equally binding between the successful bidder and the City. No different or additional terms will become a part of this contract with the exception of change orders.

☑ I Agree (I Agree)

16 **IMMIGRATION**

Employers may hire only one persons who may legally work in the United States (i.e., citizens and nationals of the US) and aliens authorized to work in the US. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verification Form (I9). The Contractor shall establish appropriate procedures and controls so no services or products under the Contract documents will be performed or manufactured by any worker who is not legally eligible to perform such services or employment.

17 **RECIPROCAL INFORMATION 1**

The City of Lancaster, as a governmental agency of the State of Texas, may not award a contract for general construction, improvements, services or public works projects or purchases of supplies, materials, or equipment to a non-resident bidder unless the non-resident's bid is lower than the lowest bid submitted by a responsible Texas resident bidder by the same amount that a Texas resident bidder would be required to underbid a non-resident bidder to obtain a comparable contract in the state in which the non-resident's principal place of business is located (Article 601g v.t.c.s.). Bidder shall answer all the following questions by encircling the appropriate response or completing the blank provided. "Where is your principal place of business?

☐ Alabama (Alabama)
☐ Alaska (Alaska)
☐ Arizona (Arizona)
☐ Arkansas (Arkansas)
☐ California (California)
☐ Colorado (Colorado)
☐ Connecticut (Connecticut)
☐ Delaware (Delaware)
☐ District of Columbia (District of Columbia)
☐ Florida (Florida)
☐ Georgia (Georgia)
☐ Hawaii (Hawaii)
☐ Idaho (Idaho)
☐ Illinois (Illinois)
☐ Indiana (Indiana)
☐ Iowa (Iowa)
☐ Kansas (Kansas)
☐ Kentucky (Kentucky)
☐ Louisiana (Louisiana)
☐ Maine (Maine)
☐ Maryland (Maryland)
☐ Massachusetts (Massachusetts)
☐ Michigan (Michigan)
☐ Minnesota (Minnesota)
☐ Mississippi (Mississippi)
☐ Missouri (Missouri)
☐ Montana (Montana)
☐ Nebraska (Nebraska)

- ☐ Nevada (Nevada)
- ☐ New Hampshire (New Hampshire)
- ☐ New Jersey (New Jersey)
- ☐ New Mexico (New Mexico)
- ☐ New York (New York)
- ☐ North Carolina (North Carolina)
- ☐ North Dakota (North Dakota)
- ☐ Ohio (Ohio)
- ☐ Oklahoma (Oklahoma)
- ☐ Oregon (Oregon)
- ☐ Pennsylvania (Pennsylvania)
- ☐ Rhode Island (Rhode Island)
- ☐ South Carolina (South Carolina)
- ☐ South Dakota (South Dakota)
- ☐ Tennessee (Tennessee)
- ☑ Texas (Texas)
- ☐ Utah (Utah)
- ☐ Vermont (Vermont)
- ☐ Virginia (Virginia)
- ☐ Washington (Washington)
- ☐ West Virginia (West Virginia)
- ☐ Wisconsin (Wisconsin)
- ☐ Wyoming (Wyoming)

18 **RECIPROCAL INFORMATION 2**

For Businesses not located in Texas, does your state favor resident bidders (bidders in your state) by some dollar increment or percentage?

- ☐ Yes (Yes)
- ☐ No (No)
- ☑ N/A-Texas Business (N/A-Texas Business)

19 **RECIPROCAL INFORMATION 3**

If yes, what is the dollar increment or percentage?

N/A

20 **M/WBE 1**

Is your company M/WBE or HUB certified?

- ☐ Yes (Yes)
- ☑ No (No)

21 **M/WBE 2**

If yes, what is your certification number?

No response

22 **M/WBE 3**

If yes, what agency completed the certification?

No response

23 **M/WBE 4**

If yes, what is the expiration date of your certification?

No response

24 **NOTIFICATION**

How did you here about the bid opportunity?

- ☐ Dallas Morning News (Dallas Morning News)
- ☐ Demandstar/Onvia (Demandstar/Onvia)
- ☑ e-procurement system (e-procurement system)
- ☐ Focus News (Focus News)
- ☐ Plan Room (Plan Room)
- ☐ Texas - ESBD (Texas - ESBD)
- ☐ Other (Other)

25 **PLAN ROOM - OTHER**

If yes for a plan room or other, please list which plan room or other means of notification.

No response

26 **TERMINOLOGY**

Throughout this document, the terms Contractor, Bidder, Proposer, and/or Vendor may be used interchangeably. Reference to any of these terms throughout this document should be construed by the reader as meaning any bidder for the products/services being requested (e.g., Bidder, Proposer); or the bidder who has been awarded a bid/RFQ or contract (e.g., Contractor, Vendor).

☑ Understand (Understand)

27 **INSURANCE**

Vendor shall provide insurance as listed in the insurance requirements attached.

☑ Agree (Agree)

28 **CONTRACTOR RESPONSIBILITY**

Keep project area in a safe and clean environment at all times during the contract period. Ensure all work is executed in accordance with OSHA (Occupational Safety and Health Administration) Requirements. Contractor must ensure that all Federal, State, and Local regulations are met.

29 **LAWS AND ORDINANCES**

The Contractor shall at all times observe and comply with all Federal, State, and local laws, ordinances and regulations which in any manner affect the Contract or the work.

☑ I Understood (I Understood)

30 **CHANGE ORDERS**

No oral statement of any person shall modify or otherwise change, or affect the terms, conditions, or specifications stated in the resulting contract. All change orders to the contract will be made in writing by the City of Lancaster.

☑ I Agree (I Agree)

31 **MODIFICATION OF A SUBMITTED BID / PROPOSALS**

A proposer may modify a response electronically by logging into the e-procurement system and retracting their bid. Changes can be made up to the closing date and time. It is the vendor's responsibility to save any changes and resubmit their response.

☑ I Understood (I Understood)

32 **AWARD OF CONTRACT**

The contractor shall not commence work under these terms and conditions of the contract until all applicable Certificates of Insurance, Performance and Payment Bonds have been approved by the City of Lancaster and he/she has received notice to proceed in writing and an executed copy of the contract from the City of Lancaster.

☑ I Agree (I Agree)

33 **DEVIATION**

DEVIATIONS: In the event, you the 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 detailed and uploaded in the RESPONSE ATTACHMENTS section of the e-procurement system with the description DEVIATION.

☑ No Deviations (No Deviations)

☐ Yes, a list of Deviations are attached (Yes, a list of Deviations are attached)

34 **AWARD**

Response to specifications, location of vendor, history/relationship, price and vendor's ability to perform the work are the primary factors in determining the lowest responsible bid.

35 **BID PROTESTS**

All protests regarding the bid solicitation process must be submitted in writing to the Purchasing Agent within five (5) working days following the opening of bids. This includes all protests relating to advertising of bid notices, deadlines, bid opening, and all other related procedures under the Local Government Code, as well as protests relating to alleged improprieties or ambiguities in the specifications.

☑ I Agree (I Agree)

36 **PROJECT SCOPE**

It is the intent of this specification to obtain an annual price agreement for the purchase of pavement resurfacing services for the City of Lancaster Street Maintenance Division. These services shall include but are not limited to cleaning, preparing surface, placing tack coat and overlaying with hot mix asphalt concrete paving of city streets. All construction shall be in accordance with this specification and standards published by North Central Texas Council of Governments (NCTCOG). This contract will begin on or after May 9, 2022.

☑ Understood (Understood)

37 **HOT MIX ASPHALT CONCRETE PAVEMENT - (HMAC) 64-22**

36.1 Material and placement must meet specifications in accordance with the latest TXDOT Standard Specifications for Construction of Highways (http://www.dot.state.tx.us/business/specifications.htm) , except that the asphalt content of asphaltic concrete mixtures shall be not less than four percent (4%) and not greater than eight percent (8%). Product must be non-toxic to fish and other aquatic life.

36.2 The mileage haul from plant shall be determined along the nearest and shortest route from the plant to the job site.

36.3 Materials laid and finished by the bidder shall be compacted to not less than 96% compaction tested by laboratory based on the Texas Test Method 227F.

36.4 MSDS sheets must be provided with products where applicable.

☑ Agree (Agree)

38 **OVERLAYING OF EXISTING STREETS**

37.1 The street surface of the existing pavement shall be cleared of grass, weeds, and swept prior to placing of the overlay.

37.2 SS1 (emulsion) shall be placed and used prior to placing HMAC overlay and shall cover entire area as per NCTCOG public works standards (http://www.nctcog.org/envir/SEEDevEx/pubworks/standards.asp). Contractor shall supply all necessary materials and equipment to tack sub-grade prior to placing HMAC Type “D” surface course as outlined in the specification.

37.3 Driveways will be resurfaced back to the property line, with clean joint at tie in.

☑ Agree (Agree)

39	**UTILITIES** **38.1** The contractor shall retain full responsibility for adjusting all public utilities and protecting same against damage during the life of the project. **38.2** The contractor is responsible for arranging all locates within rights-of-ways. **38.3** Contractor shall adjust to final grade all existing valves and utilities. The manhole and valve adjustments shall be paid for as per bid pay items. Contractor shall be responsible for providing all manhole rings, valves, lids, etc., for the adjustment/placement to finished grade of street. They shall meet the City Standard Details for design. ☑ Agree (Agree)
40	**WATER FOR CONSTRUCTION** **39.1** The contractor shall pay for water for the project. The contractor will be required to make application and deposit for a construction meter with the City of Lancaster Water Utility Customer Services Division. ☑ Agree (Agree)
41	**START OF CONSTRUCTION** **40.1** The successful bidder agrees that projects will begin within seven (7) days of written notice and assurance of work order from the City. ☑ Agree (Agree)
42	**WORKING HOURS** **41.1** No street, lane, or alley closures will be allowed on weekends or holidays (listed below) and working times are 7:00 am to 5:00 pm (except on major thoroughfares) Monday through Friday; except as herein written in specifications. **41.2** Holidays • New Year's Day – January 1 • Martin Luther King's Birthday – January 19 (Monday before 19th) • Good Friday (Friday before Easter) • Memorial Day – Last Monday in May • Independence Day – July 4 • Labor Day – First Monday in September • Thanksgiving – Fourth Thursday and Friday in November • Christmas – December 24th & 25th ☑ Agree (Agree)

43

TRAFFIC CONTROL

42.1 The contractor shall provide construction and maintenance signs, construction lights, barricades, channelizing devices and flagmen as required to provide for the safety of the traveling public. These items shall be in accordance with the recommended practices of the latest version of the Texas Manual on Uniform Traffic Control Devices for Streets and Highways (M.U.T.C.D.) (http://www.txdot.gov/government/ enforcement/signage/tmutcd.html) .

42.2 Traffic control will be broken into the following two categories:

- Residential: The contractor will be required to provide all traffic control on residential streets as part of the unit cost.
- Thoroughfare: Traffic control on thoroughfares will be paid for as a separate unit cost as provided in the contract. Thoroughfare street work cannot begin prior to 8:45 am and must be clear by 4:30 pm unless prior written approval is given by city.

42.3 No street shall be closed except upon written authority from the city.
42.4 Contractor shall submit a traffic control plan for approval four (4) days prior to starting work at any location. All barricades, detour signs for total closure of the street, and all maintenance of signs and removals upon completion of project shall be in accordance with Texas Manual on Uniform Traffic Control Devices (MUTCD).
42.5 All street work and closures will require a four (4) day notice to public.
42.6 Construction signs shall not be removed from the project until approved by the city.
42.7 At the end of each day, the contractor shall prepare the work to the satisfaction of the city to ensure safe driving at night; and shall place temporary pavement markings and maintain it until the city has approved the final inspection.
42.8 Contractor shall provide all temporary pavement marking as needed and placed before removal of barricades for the safety of public until permanent markings are installed by owner.

☑ Agree (Agree)

44

WORK ZONE MAINTENANCE

It shall be the sole responsibility of the contractor to maintain the work zones during all phases of construction. This will include any repair or maintenance work needed due to delays from weather, scheduling, etc.

☑ Agree (Agree)

45

PRIVATE PROPERTY CONCERNS

44.1 It shall be the contractor's responsibility to relocate any mailboxes and vehicles as may be necessary during the various stages of the projects.
44.2 It shall be the contractor's responsibility to cooperate with the property owners on all construction work to be performed.
44.3 Contractor shall not use property owner's water or place temporary sanitation facilities on private property.
44.4 Proper sanitation requirements for contractor's employees shall be provided by contractor at no cost to the city or private property owners.
44.5 All private agreements between the contractor and property owners are not binding on the City of Lancaster.
44.6 Door hangers will be provided by the city for the contractor to distribute to the property owners. All door hangers must be distributed a minimum of 72 hours prior to construction beginning, at the contractor's expense and as requested by city.

☑ Agree (Agree)

46

BACKFILL AND CLEANUP

45.1 The street can only be opened to traffic after the new asphalt is in place, compacted, temporarily striped (tabs or tape), cleaned up and approved by owner.
45.2 All areas disturbed by the contractor will be returned to their original condition to include grass, sprinkler systems, etc.
45.3 Contractor shall complete all backfilling and clean up within ten (10) business days of completing the placement of 2" HMAC.
45.4 All excavated earth in excess of that required for back filling shall be removed from the job site and disposed of, at contractor's expense, in a satisfactory manner except in locations where, in the judgment of the City and property owner, it can be neatly spread over the adjacent area.

☑ Agree (Agree)

47

FINAL INSPECTION

46.1 Whenever the work provided for and contemplated under the contract has been satisfactorily completed and the final clean up performed, the representative authorized to accept same will make the “Final Inspection”. Such inspection will be made within ten (10) days after written notification. After final inspection, if the work is found to be satisfactory, the contractor will be notified in writing of the acceptance. No time charge will be made against the contractor between said date of notification of the representative in charge and the date of final inspection of the work.

☑ Agree (Agree)

48

PAYMENT AND INVOICING

47.1 Payment - The City will authorize payment upon satisfactory completion, inspection and acceptance by the City. All work will be performed in accordance with the outlined quote and purchase order furnished by the city. Vendors are subject to non-payment for any/all unauthorized work.

47.2 Material Tickets

The contractor shall provide the city with copies of all material tickets and certified weight tickets incorporated in the job daily. This requirement must be met to ensure quality control and quality assurance and proper payment to contractor. Any failure to provide tickets by the end of the day will result in the stoppage of the next day’s planned activities and/or non-payment of work until tickets are provided.

47.3 Unsatisfactory Work

The city shall not pay for work that is deemed not meting minimum specifications. The contractor will be given a reasonable opportunity to correct the deficiency. Failure of the contractor to correct the deficiency will be ground for non-compliance and termination of the contract and/or nonpayment.

47.3 Invoicing - The following requirement applies to all invoices. Invoices must reference a purchase order number and have attached a copy of the matching estimate(s). The invoice should include the following:

- Purchase Order number
- Invoice number
- Total Hours Charged
- Contract rates
- Original cost for parts & cost after mark-up
- Total amount due

☑ Agree (Agree)

49

VENDOR RESPONSIBILITIES

48.1 Supervision – The Vendor shall, during all periods of contract performance, provide competent supervision of his employees to assure complete and satisfactory fulfillment of the work and the terms of this contract. The Vendor or a capable, fully authorized representative must be immediately available during all work activities to receive all special instructions from the City agent.

48.2 Defective Work and Damages – The Vendor shall be wholly responsible for and shall promptly correct or restore all defective work or damages to any/all City facilities caused by its activities. Restoration and correction shall be to the complete satisfaction of the City. This shall apply to any part of a building, its appurtenances, the adjacent grounds, or any other tangible damage incurred in the performance of the Contract. Any damage will be immediately reported to the Project Manager or his agent. Failure by the Vendor to proceed promptly with corrective actions may be cause for cancellation of this contract with amount(s) necessary to correct defective work and/or damage being withheld from payments due or to become due to the Vendor.

48.3 Warranty - All work performed under this contract for the City of Lancaster shall be warranted for a period of two years. If within two years, after acceptance of work, any of the work is found to be defective or not in accordance with the contract, the contractor shall correct it promptly after receipt of written notice from the owner.

☑ Agree (Agree)

50

VENDOR QUALIFICATIONS

49.1 Vendor must be engaged in the business of providing pavement resurfacing services for a minimum of five years within the last seven years.

49.2 Vendor must be in good financial standing, not in any form of bankruptcy, current in payment of all taxes and fees such as state franchise fees. The City reserves the right to request a copy of vendor's audited or un-audited financial statement. When financial statements are requested, the City will review the vendor's audited or un-audited financial statement to this solicitation in accordance with Texas Government Code, Title 10, Subtitle D, Section 2156.007 to evaluate the sufficiency of the vendor's financial resources and ability to perform the contract or provide the service required in the solicitation. The City will be the sole judge in determining the sufficiency of the vendor's financial resources and ability to perform the contract or provide the service.

49.3 Vendor must provide a list of three (3) governmental or commercial references for work of a similar scope to this specification. The Vendor shall choose references that illustrate the Vendor's ability, capacity, and skill to perform the contract as specified.

☑ Agree (Agree)

51

SAFETY REQUIREMENTS

50.1 The Vendor must be thoroughly familiar with all prevailing safety measures pertinent to its operation and shall meet or exceed those measures. This shall include, but not necessarily be limited to Environmental Health Agency (EPA) regulations, State of Texas regulations, local city ordinances, and Occupational Safety and Health Agency (OSHA) regulations. In addition, the Vendor shall be wholly responsible for instructing its employees in these safety measures and seeing that they are fully complied with in every respect.

50.2 Vendor will provide all required safety signage, barricades, and flashers/strobes.

50.3 All employees shall follow all applicable safety procedures, have appropriate safety training certification when required by federal or state law, have immediate access to all appropriate safety equipment, and shall be trained in the use of that equipment.

50.4 All vehicles shall have proper safety signage, be fit for their intended purpose, and meet all OSHA, and State of Texas requirements.

50.5 Vendors discovered working without necessary safety devices or equipment in place will be required to stop all work in progress until adequate equipment has been obtained and approved by to the Contract Administrator.

50.6 Any hazardous condition or any damage to City property is to be immediately reported to the City Contract Administrator.

50.7 Vendor will not permit unsafe practices. Examples of unsafe practices include but are not limited to: using inappropriate equipment for the job, operating or removing chains or other safety devices from equipment, traveling with an operator sitting in the back of a pickup truck with the tailgate lowered and operating equipment at excessive speed. Unsafe practices will be grounds for termination of the contract.

☑ Agree (Agree)

52

BID EVALUATION

Award will be based on responsive bids best value as outlined in the Evaluation Criteria below. The City of Lancaster reserves the right to accept or reject any and all bids in whole or in part and waive any informality in the competitive bid process. Further, the city reserves the right to enter into any contract deemed to be in the best interest of the city.

The following evaluation criteria will be utilized in the selection of a vendor:

Evaluation Criteria

1. Cost - 50 points
2. Qualifications - 25 points
3. References - 10 points
4. Past Experience with the City or other municipality - 10 points
5. Local Business Presence - 5 points
6. Total Possible - 100 points

☑ Agree (Agree)

53 **SUBMITTAL RESPONSE GUIDELINES**

Vendor response to this Request for Bid shall include:

52.1 Completed and signed proposal check list.

52.2 Bid Pricing Form filled in with unit prices, extended prices, and total.

52.3 Questionnaire and References pages 1 - 2 answered. References provided should be for similar work/projects with up to date contact information (phone and email).

52.4 Bid Affirmation form reviewed and signed.

52.5 Completed Historically Underutilized Business Questionnaire and Completed House Bill 89 Verification Form.

☑ Agree (Agree)

54 **BONDS**

53.1 Payment & Performance Bonds - Each Contractor shall have in effect a Payment Bond and Performance Bond to cover the costs of all of the projects in which they are currently performing services. At a minimum, each Contractor shall have a Payment Bond and Performance Bond in the amount of $500,000.00. If the total cost of all the public works in progress exceeds such amount of the Bonds, then the Contractor will be required to get additional Bonds so that all costs of all of the projects currently in progress will be covered. The Bonds will be worded such that they cover all of the public works that are covered by specific terms of this price agreement, whether each street or project is separately designed on such bond. The Project Manager of the City of Lancaster shall work with the Contractor to calculate the costs of all of the projects in progress at any time. If the total amount of costs for the work in progress is greater than the amounts of Performance and Payment Bonds in effect, the Contractor shall either increase amount of bonds or reduce the amount of work in progress at any time.

53.2 Maintenance Bond will be in the cumulative amount of payments made to each individual Contractor, or there will be a separate Maintenance Bond for each public work, at the option of each Contractor, but such bond shall remain in effect for two years from the date of acceptance of each project.

☑ Agree (Agree)

55 **AGREEMENT TERMS AND AWARD**

The term of the agreement will be for an initial one-year agreement with the option to renew for up to four (4) additional one-year periods. Both parties must be in agreement.

The price agreement shall be awarded to the vendor(s) submitting the bid(s) deemed to be in the best interest of the City. The City may award one Primary and one Secondary vendor by portions or for the entire bid. The City of Lancaster may award to a single vendor, multiple vendors, or use any combination that serves the best interest of the City. Successful Vendor will enter into a contract with the City for an annual agreement in accordance with the terms and conditions found within.

☑ Agree (Agree)

56 **QUESTIONNAIRE**

All questions should be answered clearly and completely. Marketing materials WILL NOT be accepted in lieu of this questionnaire. This questionnaire will assist the City in understanding your submittal and will be used in the evaluation process and therefore it is critical that the questionnaire be completed and submitted with your submittal.

☑ Agree (Agree)

57 EXPERIENCE

How many years has your company been involved in providing these types of commodities or services?				
Years:		Months:		
Do your have a corporate office, branch office or warehouse located in the Lancaster city limits? *(5 points)*	Yes		No	
Address if different from above:				
Please list all government entities your firm has worked with in the past three (3) years:				

Enclosed

58 BILLING

What is the timeframe and invoice should be expected after services/commodities are delivered?					
Days		Weeks		Months	
Briefly explain how your business maintains and executes a services schedule for various locations:					

Enclosed

59 **LEGAL INFORMATION**

Has your firm failed to complete a contract?	Yes		No	
If yes, please identify the project and date:				
Do you have any litigation issues pending in the last three (3) years?	Yes		No	
If yes, please explain:				
Are there any judgements, claims, arbitration proceedings, or suits pending or outstanding against your organization or officers?	Yes		No	
If yes, please explain:				

Enclosed

Bid Lines

1 HMAC Type D Delivered more than 1500 tons

Quantity: 7900 UOM: Tons Price: $98.20 Total: $775,780.00

2 HMAC Type D Delivered 500 TO 1499 tons

Quantity: 4700 UOM: Tons Price: $101.10 Total: $475,170.00

3 HMAC Type D Delivered less than 499 tons

Quantity: 1200 UOM: Tons Price: $120.00 Total: $144,000.00

4 HMAC Type C Delivered more than 1500 tons

Quantity: 5400 UOM: Tons Price: $96.20 Total: $519,480.00

5 HMAC Type C Delivered 500 to 1499 tons

Quantity: 3000 UOM: Tons Price: $100.10 Total: $300,300.00

6	HMAC Type C Delivered less than 499 tons					
	Quantity: 1200	UOM: Tons	Price:	$119.00	Total:	$142,800.00
7	HMAC Type B Delivered more than 1500 tons					
	Quantity: 5400	UOM: Tons	Price:	$91.00	Total:	$491,400.00
8	HMAC Type B Delivered 500 to 1499 tons					
	Quantity: 3000	UOM: Tons	Price:	$97.50	Total:	$292,500.00
9	HMAC Type B Delivered less than 499 tons					
	Quantity: 1200	UOM: Tons	Price:	$114.00	Total:	$136,800.00
10	Additional Mileage Charge - Hauled beyond the first					
	Quantity: 5500	UOM: Tons	Price:	$0.90	Total:	$4,950.00
11	Move In Charge					
	Quantity: 30	UOM: Each	Price:	$1,800.00	Total:	$54,000.00
12	Thoroughfare Traffic Control					
	Quantity: 30	UOM: Each	Price:	$3,600.00	Total:	$108,000.00
13	Manhole Ring Riser					
	Quantity: 200	UOM: Each	Price:	$500.00	Total:	$100,000.00
14	Valve Ring Riser					
	Quantity: 200	UOM: Each	Price:	$250.00	Total:	$50,000.00
15	Base Repair - Flex Base					
	Quantity: 500	UOM: Tons	Price:	$75.00	Total:	$37,500.00
16	Flex Base Furnish and Install					
	Quantity: 3000	UOM: Tons	Price:	$45.00	Total:	$135,000.00
17	Recycling 8" Deep more than 3000+ square yards (SY)					
	Quantity: 13500	UOM: SY	Price:	$9.80	Total:	$132,300.00
18	Recycling 8" Deep more than 1400 to 2999 square yards (SY)					
	Quantity: 9000	UOM: SY	Price:	$11.30	Total:	$101,700.00
19	Recycling 8" Deep less than 1399 square yards (SY)					
	Quantity: 4200	UOM: SY	Price:	$19.70	Total:	$82,740.00
20	Hauling excessive material more than 101 cubic yards (CY)					
	Quantity: 6000	UOM: CY	Price:	$33.90	Total:	$203,400.00
21	Hauling excessive material 51 to 100 cubic yards (CY)					
	Quantity: 1500	UOM: CY	Price:	$38.15	Total:	$57,225.00

22	Hauling excessive material 50 or less cubic yards (CY)					
	Quantity: 200	UOM: CY	Price:	$48.20	Total:	$9,640.00
23	Wedge Milling linear feet (LF)					
	Quantity: 6000	UOM: LF	Price:	$5.50	Total:	$33,000.00
24	Full depth milling 0 to 4"					
	Quantity: 15000	UOM: SY	Price:	$5.30	Total:	$79,500.00
25	Full depth milling each additional inch					
	Quantity: 15000	UOM: SY	Price:	$0.75	Total:	$11,250.00
26	Backfill shoulders					
	Quantity: 12000	UOM: LF	Price:	$1.70	Total:	$20,400.00
27	Pulverization					
	Quantity: 15000	UOM: SY	Price:	$3.00	Total:	$45,000.00
28	Petromat less than 2500 square yards (SY)					
	Quantity: 1000	UOM: SY	Price:	$5.45	Total:	$5,450.00
29	Petromat 2500 - 4999 square yards (SY)					
	Quantity: 3000	UOM: SY	Price:	$3.80	Total:	$11,400.00
30	Petromat more than 5000 square yards (SY)					
	Quantity: 15000	UOM: SY	Price:	$3.10	Total:	$46,500.00

Response Total: $4,607,185.00

CITY OF LANCASTER CITY COUNCIL

City Council Regular Meeting **7.**

Meeting Date: 06/13/2022

Policy Statement: This request supports the City Council 2021-2022 Policy Agenda

Goal(s): Financially Sound Government
Professional and Committed City Workforce

Submitted by: Opal Mauldin-Jones, City Manager

Agenda Caption:

Discuss and consider a resolution of the city council of the City of Lancaster, Texas suspending the June 17, 2022, effective date of Oncor electric delivery company's requested rate change to permit the city time to study the request and to establish reasonable rates; approving cooperation with the steering committee of cities served by Oncor to hire legal and consulting services and to negotiate with the company and direct any necessary litigation and appeals; finding that the meeting at which this resolution is passed is open to the public as required by law; requiring notice of this resolution to the company and legal counsel for the steering committee.

Background:

Oncor Electric Delivery Company ("Oncor" or "the Company") filed an application on or about May 13, 2022 with cities retaining original jurisdiction seeking to increase system-wide transmission and distribution rates by about $251 million or approximately 4.5% over present revenues. The Company asks the City to approve an 11.2% increase in residential rates and a 1.6% increase in street lighting rates. If approved, a residential customer using 1,300 kWh per month would see a bill increase of about $6.02 per month.

Approval of this resolution suspends the June 17, 2022, effective date of the Company's rate increase for the maximum period permitted by law to allow the City, working in conjunction with the Steering Committee of Cities Served by Oncor (OCSC), to evaluate the filing, determine whether the filing complies with law, and if lawful, to determine what further strategy, including settlement, to pursue.

The law provides that a rate request made by an electric utility cannot become effective until at least 35 days following the filing of the application to change rates. The law permits the City to suspend the rate change for 90 days after the date the rate change would otherwise be effective. If the City fails to take some action regarding the filing before the effective date, Oncor's rate request is deemed administratively approved.

The City of Lancaster is a member of a 169-city coalition known as the Steering Committee of Cities Served by Oncor (OCSC). OCSC has been in existence since the late 1980s. It took on a formal structure in the early 1990s when cities served by the former TXU gave up their statutory right to rate case expense reimbursement in exchange for higher franchise fee payments. The Steering Committee has been the primary public interest advocate before the Public Utility Commission, the Courts, and the Legislature on electric utility regulation matters for the last 30 years.

Operational Considerations:

The City is authorized to suspend the rate change for 90 days after the date that the rate change would otherwise be effective for any legitimate purpose. If the suspension period is not otherwise extended by the Company, the City must take final action on Oncor's request to raise rates by June 17, 2022.

This resolution enables the steering committee to engage on behalf of Lancaster settlement discussions, in preparation of a rate ordinance, on appeal of the rate ordinance to the PUC, and on appeal to the Courts. Negotiating clout and efficiency are enhanced by the City cooperating with the Steering Committee in a common review and common purpose.

Legal Considerations:

The resolution has been prepared and approved as to form by the legal counsel who represents the City of Lancaster through the Steering Committee.

Public Information Considerations:

This item is being considered at a Regular Meeting of the City Council, noticed and held in accordance with the Texas Open Meetings Act.

Options/Alternatives:

1. City Council may approve the resolution, as presented.
2. City Council may deny the resolution.

Recommendation:

Staff recommends approval of the resolution, as presented.

Attachments

Resolution

Information Sheet

RESOLUTION NO. _____

RESOLUTION BY THE CITY OF LANCASTER ("CITY") SUSPENDING ONCOR ELECTRIC DELIVERY COMPANY LLC'S PROPOSED EFFECTIVE DATE OF JUNE 17, 2022, FOR NINETY DAYS IN CONNECTION WITH ONCOR'S STATEMENT OF INTENT TO INCREASE RATES FILED ON OR ABOUT MAY 13, 2022; REQUIRING THE REIMBURSEMENT OF MUNICIPAL RATE CASE EXPENSES; AUTHORIZING PARTICIPATION IN THE COALITION OF SIMILARLY SITUATED CITIES; AUTHORIZING INTERVENTION AND PARTICIPATION IN RELATED RATE PROCEEDINGS; AUTHORIZING THE RETENTION OF SPECIAL COUNSEL; FINDING THAT THE MEETING COMPLIES WITH THE OPEN MEETINGS ACT; MAKING OTHER FINDINGS AND PROVISIONS RELATED TO THE SUBJECT; AND DECLARING AN EFFECTIVE DATE

WHEREAS, Oncor Electric Delivery Company LLC ("Oncor" or "Company") filed a Statement of Intent with the City on or about May 13, 2022, to increase its revenues; and

WHEREAS, Oncor proposes to implement its proposed increase in rates on or about June 17, 2022, and

WHEREAS, Oncor's proposed increase in rates would result in an increase of approximately $251 million in its annual revenue, which equates to an overall increase in revenue of approximately 4.5%; and

WHEREAS, Oncor asserts that the need for its increase in rates is driven in part by its investments of approximately $10.2 billion since December 31, 2016, the end of the test year in its most recent rate case; and

WHEREAS, an evaluation of Oncor's cost to provide electric service presents a complex series of regulatory issues; and

WHEREAS, for the Residential customer class, Oncor's proposed increase in rates if approved would result in an increase of approximately 11% to that class; and a decrease of about 8% to small commercial ratepayers; and

WHEREAS, the Company seeks a Return on Equity (ROE) of 10.30%; and

WHEREAS, Oncor's rate request consists of a voluminous amount of information including Oncor's rate-filing package, exhibits, schedules, and workpapers; and

WHEREAS, it is not possible for the City to complete its review of Oncor's filing by June 17, 2022; and

WHEREAS, the City will need an adequate amount of time to investigate and determine whether Oncor has properly invoked the City's rate-setting jurisdiction, and if so, ultimately to review and evaluate Oncor's rate application to enable the City to adopt a final decision as a local regulatory authority with regard to Oncor's requested rate increase; and

WHEREAS, the City will require the assistance of specialized legal counsel and rate experts to review the merits of Oncor's application to increase rates; and

WHEREAS, to the extent Oncor seeks review at the Public Utility Commission of Texas of the City's final decision regarding Oncor's statement of intent to change rates, and because Oncor has submitted a statement of intent to the Public Utility Commission of Texas to increase rates in the environs of the City on the same date it submitted its request to the City, the decision of the Public Utility Commission of Texas could have an impact on the rates paid by the City and its citizens, and in order for the City's participation to be meaningful it is important that the City promptly intervene in such proceeding at the Public Utility Commission of Texas.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LANCASTER THAT:

Section 1. The findings set out in the preamble are in all things approved and incorporated herein as if fully set forth.

Section 2. Oncor's proposed effective date for its proposed increase in rates is hereby **SUSPENDED** for ninety days beyond Oncor's proposed effective date or as may be amended by agreement or otherwise.

Section 3. The statutory suspension period may be further extended or its Statement of Intent dismissed if Oncor does not provide adequate data from which the City may make a reasonable determination of the Company's rate base, expenses, investment, and rate of

return in the City, or if Oncor does not provide timely, meaningful, and proper public notice of its request to increase rates and revenue, or if its rate-filing package is otherwise materially deficient.

Section 4. The City authorizes intervention in proceedings related to Oncor's Statement of Intent before the Public Utility Commission of Texas and related proceedings in courts of law and participation in the coalition of cities known as the Alliance of Oncor Cities.

Section 5. The City hereby orders Oncor to reimburse the Alliance of Oncor Cities' rate case expenses as provided in the Public Utility Regulatory Act and that Oncor shall do so on a monthly basis and within 30 days after submission of such invoices for reasonable costs associated with activities related to this rate review or related to proceedings involving Oncor before the City, the Public Utility Commission of Texas, or any court of law.

Section 6. Subject to the right to terminate employment at any time, the City retains and authorizes the law firm of Herrera Law & Associates, PLLC to act as Special Counsel with regard to rate proceedings involving Oncor before the City, the Public Utility Commission of Texas, or any court of law, and to retain such experts as may be reasonably necessary for review of Oncor's rate application subject to approval by the City.

Section 7. The City, through its participation in the Alliance of Oncor Cities, shall review the invoices of the lawyers and rate experts for reasonableness before submitting the invoices to Oncor for reimbursement.

Section 8. A copy of this resolution shall be sent to Mr. Matt Henry, Vice President, General Counsel, Oncor, 1616 Woodall Rodgers Expressway, Dallas, Texas, 75202; and to Mr. Alfred R. Herrera, Herrera Law & Associates, PLLC, 4400 Medical Pkwy, Austin, Texas 78756.

Section 9. The meeting at which this resolution was approved was in all things conducted in strict compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

Section 10. This resolution shall become effective from and after its passage.

PASSED AND APPROVED this __13th__ day of June___, 2022.

Clyde C. Hairston, Mayor

ATTEST:

Sorangel O. Arenas, City Secretary

AGENDA INFORMATION SHEET
ITEM NO. _____

APPLICATION FOR AUTHORITY TO INCREASE RATES SUBMITTED BY ONCOR ELECTRIC DELIVERY COMPANY LLC

BACKGROUND

On or about May 13, 2022, Oncor Electric Delivery Company LLC ("Oncor" or "Company") filed a Statement of Intent to increase its revenues by approximately $251 million, which equates to a net increase of approximately 4.5% in Oncor's overall revenue. Oncor proposes to implement its proposed increase in rates effective June 17, 2022.

The City must take action on Oncor's application by no later than June 17, 2022. Failure to take action by June 17, 2022 will result in Oncor's proposed rates being deemed approved by operation of law.

Table 1 below shows the impact Oncor's proposed increase in revenue would have on a customer-class basis.

TABLE 1

Rate Class	Present Revenues		Change		Proposed Revenues		Change Pct in Revenue
	(a)		(b)		(c)		(d)
Residential	$1,921,088,302		$214,360,982		$2,135,449,284		11.2%
Secondary </= 10 kW	$95,557,181		-$7,553,653		$88,003,528		-7.9%
Secondary > 10 kW	$1,486,593,538		-$35,635,126		$1,450,958,412		-2.4%
Primary DL </= 10 kW	$1,232,285		$386,576		$1,618,861		31.4%
Primary > 10 kW Dist. Line	$268,296,647		$27,510,277		$295,806,924		10.3%
Primary > 10 kW Substation	$31,504,042		$28,145,677		$59,649,719		89.3%
Transmission	$114,261,671		$50,114,790		$164,376,461		43.9%
Lighting	$60,374,542		$936,098		$61,310,640		1.6%
Retail Revenue	$3,978,908,208		$278,265,621		$4,257,173,829		7.0%
Wholesale Substation	$608,356		$965,098		$1,573,454		158.6%
Wholesale DLS	$2,160,192		$4,607,541		$6,767,733		213.3%

Other Revenue	**$53,729,847**		**$3,327,781**		**$57,057,628**		**6.2%**
Grand Total	**$4,035,406,603**		**$287,166,041**		**$4,322,572,644**		**7.1%**
Network Transmission Revenue	**$1,481,651,280**		**-$36,474,927**		**$1,445,176,353**		**-2.5%**
Transmission Related Other Revenue	**$43,023,335**		**$0**		**$43,023,335**		**0.0%**
Total Cost of Service	**$5,560,081,218**		**$250,691,114**		**$5,810,772,332**		**4.5%**

REPRESENTATION AND PARTICIPATION IN ALLIANCE OF ONCOR CITIES ("AOC"):

The law firm of Herrera Law & Associates, PLLC has previously represented the City and its participation in the coalition of cities named the "Alliance of Oncor Cities" ("AOC") in rate matters involving Oncor, including Oncor's most recent rate case. The accompanying Resolution authorizes retention of Herrera Law & Associates as Special Counsel and continued participation in the AOC coalition.

INTERVENTION AT THE PUBLIC UTILITY COMMISSION OF TEXAS

Oncor filed its Statement of Intent to raise rates with the City and with the Public Utility Commission of Texas ("PUCT") on the same date, May 13, 2022. Oncor's application poses complex regulatory issues that require time so as to evaluate the merits of Oncor's proposed increase in rates. It is important to participate in these proceedings because the Commission's decisions could impact rates within the City. Thus, the accompanying Resolution authorizes intervention in proceedings at the Commission as well as any appeals taken from the Commission's decision.

RATE CASE EXPENSES

Cities, by statute, are entitled to recover their reasonable rate case expenses from the utility. Legal counsel and consultants approved by the City will submit monthly invoices to the City designated by AOC to serve as the "coordinating" city, who will then forward invoices to Oncor for reimbursement; that city historically has been Corsicana. No individual city's budget is negatively affected. The accompanying Resolution directs Oncor to reimburse AOC's rate case expenses on a monthly basis based on presentation of invoices from the cities.

SUSPENSION

Oncor's rate-filing package is voluminous, containing over five thousand pages of data. To have time to review the rate-filing package, the Council is requested to suspend Oncor's

proposed effective date for ninety (90) days. It is a virtual impossibility for the City to set just and reasonable rates without suspending the rate request for ninety days; suspension of Oncor's proposed effective date would permit its special regulatory counsel and experts an opportunity to perform a better review of Oncor's application and request additional information as necessary to fully evaluate the proposal and determine the most appropriate response. During the suspension period, the City will retain its right to dismiss Oncor's Statement of Intent if the City determines that Oncor failed to properly invoke the City's jurisdiction or if Oncor failed to provide adequate notice. The suspension period also allows time to attempt to resolve matters by agreement with Oncor, or to determine whether to deny Oncor's request and either adopt an increase different than that requested by Oncor, or deny it outright without adopting an alternative increase.

Note that action to suspend Oncor's proposed effective date by the statutorily allowed period of 90 days is not final action on Oncor's application to increase rates. The city will need to take final action on the merits of Oncor's request no later than September 15, 2022, which is the end of the suspension period.

RECOMMENDATION

It is recommended that the City suspend Oncor's proposed effective date for 90 days from May 13, 2022. Absent an extension agreed to by Oncor and the City, the suspension period runs through September 15, 2022.

It is also recommended that the City continue its participation in AOC, intervene in proceedings at the PUCT and any related proceedings and/or appeals, and to retain the law firm of Herrera Law & Associates, PLLC to represent the City's interest in matters related to Oncor's rate case and to advise the City with regard to Oncor's application, and to retain consultants subject to approval by the AOC executive committee to assist Special Counsel in its review of Oncor's application to increase rates.

The City must take action no later than June 17, 2022. If the City does not take action by June 17, 2022, Oncor's proposed rates will be deemed approved by operation of law, subject to the City's right to hold a hearing to address Oncor's rate application.

CITY OF LANCASTER CITY COUNCIL

City Council Regular Meeting **8.**

Meeting Date: 06/13/2022

Policy Statement: This request supports the City Council 2021-2022 Policy Agenda

Goal(s): Financially Sound Government
Sound Infrastructure

Submitted by: Andrew Waits, Director of Public Works

Agenda Caption:

Discuss and consider a resolution authorizing the submission of applications to Dallas County for funding under the Fiscal Year 2022 United States Department of Housing and Urban Community Development (HUD), Community Development Block Grant (CDBG) Program for reconstruction of existing roadways.

Background:

The City of Lancaster is eligible to receive two hundred, forty-nine thousand, one hundred dollars ($249,100.00) in CDBG funds for fiscal year 2022. Every three years, Dallas County is required to confirm the City's participation in its CDBG program. The City has participated in the Dallas County program since 1988. In order for Dallas County to qualify, the County must enter into agreements with local governments and have the collective population of the County's unincorporated area and the local governments total at least 1,000,000 people. CDBG funds may only be used on projects that eliminate blight and community-threatening conditions or primarily benefit low/moderate-income residents identified in Exhibit A.

About 65% of Dallas County's funding is allocated to its participating cities using a formula that takes into account a city's population and the percentage of it that is low and moderate-income. The primary objective of the program is to develop sustainable urban communities that meet the public service and housing needs of low and moderate-income households. Federal rules allow each community to tailor its program to address specific local needs.

This item would normally be brought forth to Council during a Work Session for discussion. Staff was made aware of the available CBDG funding on May 17, 2022, which was after the Council's Work Session. A Council approved resolution is required and due no later than June 20, 2022. This item is being considered at a Council Regular Meeting in order to comply with the established application process deadline for CDBG funding applicants to have an approved and executed resolution by the set due date.

In 2018, the City of Lancaster contracted the services of Gorrondona & Associates, Inc. (GAI) to perform a roadway condition survey of all City streets and implement software to enable a more effective pavement management program. At the July 15, 2019, Work Session, City Council received a presentation and discussed the submission of possible projects for consideration. The following projects were included in the presentation and carried over until funds were made available: W. 6 th Street from Dallas Ave. to Elm Street, Wilson Street from W. 4th Street to W. 7th Street, and N. Hall Street from 8th Street to W. 6th Street.

Sound Infrastructure has been identified as a key performance objective for the City Council. The 2022 updated pavement management plan will continue to utilize the PAVER Software which provides a

Pavement Condition Index (PCI) for each roadway segment and alley maintained. At the March 28, 2022, Regular Meeting, City Council approved the professional services agreement with Infrastructure Management Services (IMS) to perform engineering services to collect pavement condition data, traffic sign survey and software services. This software collects data and rates the roadways based on their current condition, which allows City staff to rank and prioritize roadways for replacement or maintenance to prevent further deterioration. Once the software is updated with census statistics, staff will update roadways and alley maintenance.

Operational Considerations:

This is the request for the Fiscal Year 2022 program, for which the City of Lancaster will move forward the previously submitted projects not funded: W. 6th Street from Dallas Ave. to Elm Street ($101,240.00), Wilson Street from W. 4th Street to W. 7th Street ($101,240.00), and N. Hall Street from 8th Street to W. 6th Street (46,620.00), which were presented at the July 15, 2019, Work Session. Based on the latest census tract and the road conditions, City staff recommends moving forward with the roads selected for the FY 2022. Dallas County will be managing and performing the rehabilitation of all three roads.

Legal Considerations:

The resolution has been reviewed and approved as to form by the City Attorney.

Public Information Considerations:

This item is being considered at a Regular Meeting of the City Council noticed in accordance with the Texas Open Meetings Act.

Fiscal Impact:

The City of Lancaster has a fiscal year 2022 allocation amount of two hundred, forty-nine thousand, one hundred dollars ($249,100.00). Projects that are approved but not completed due to lack of funds may be designated for carry-over until funds are available. There is no financial impact to the City.

Options/Alternatives:

1. City Council may approve the resolution, as presented.
2. City Council may deny the resolution.

Recommendation:

Staff recommends approval of the item, as presented.

Attachments

Resolution
FY2022 CDBG Application N. Hall Street
FY2022 CDBG Application Wilson
FY2022 CDBG Application W. 6th Street
Exhibit A 2020 Low 2 Moderate Census Blocks

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LANCASTER, TEXAS, APPROVING SUBMISSION OF APPLICATIONS TO DALLAS COUNTY FOR FUNDS UNDER FISCAL YEAR 2022 IN THE UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM FOR RECONSTRUCTION OF EXISTING ROADWAYS W. 6TH STREET FROM DALLAS AVE. TO ELM STREET AND WILSON STREET FROM W. 4TH STREET TO W. 7TH STREET AND N. HALL STREET FROM 8TH STREET TO W. 6TH STREET; DESIGNATING A REPRESENTATIVE FOR ALL MATTERS RELATED TO PROJECTS; AUTHORIZING THE CITY MANAGER TO EXECUTE SAID AGREEMENTS; PROVIDING A REPEALING CLAUSE, PROVIDING A SEVERABILITY CLAUSE AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Dallas County has determined, based upon the 2020, United States Census information, that the City of Lancaster is eligible to receive two hundred forty-nine thousand, one hundred dollars and zero cents($249,100) of Community Development Block Grant (CDBG) funds for fiscal year 2022; and

WHEREAS, the City Council of the City of Lancaster desires the funds for fiscal year 2022 be used for roadway projects; and

WHEREAS, the City of Lancaster could benefit greatly from Community Development Block Grant funds as administered by and through Dallas County;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LANCASTER, TEXAS:

SECTION 1. The City Council of the City of Lancaster, Texas hereby approves the submission of a project application to Dallas County for funding under the Fiscal Year 2022 Community Development Block Grant Program for reconstruction of existing roadways W. 6th Street from Dallas Ave. to Elm Street, Wilson Street from W. 4th Street to W. 7th Street, and N. Hall Street from 8th Street to W. 6th Street.

SECTION 2. The City Manager shall act as the City's authorized representative in all matters related to the application and provide assurances that all requirements of the Community Development Block Grant Program are observed.

SECTION 3. Any prior resolutions of the City Council in conflict with the provisions contained in this resolution are hereby repealed and revoked.

SECTION 4. Should any part of his resolution be held to be invalid for any reason, the remainder shall not be affected thereby, and such remaining portions are hereby declared to be severable

SECTION 5. This resolution shall take effect immediately from and after its passage and it is duly resolved.

DULY PASSED and approved by the City Council of the City of Lancaster, Texas, on this the 13th day of June, 2022.

ATTEST:

Sorangel O. Arenas, City Secretary

APPROVED:

Clyde C. Hairston, Mayor

APPROVED AS TO FORM:

David T. Ritter, City Attorney

FY2022 DALLAS COUNTY CDBG PROJECT/ACTIVITY APPLICATION

Due: June 3, 2022 4:00 P.M.

Each project/activity must be on a separate application.

CITY	City of Lancaster
CITY ADDRESS	PO Box 940
CITY ZIP CODE	75146
TITLE OF PROJECT/ACTIVITY	Street Reconstruction

(1.) Number of beneficiaries 18 homes 46 people

(2.) Percentage of beneficiaries that are low/moderate income
_____54.11_____

(3.) How was number of beneficiaries/percentage of beneficiaries being low/moderate income calculated?
[ ] by a survey conducted on _____
[X] by census data __2020_____
[ ] other, explain _____

(4.) Please provide below the required information for the project:
Census Tract __168.03____ Block Group ____1_____
Census Tract _____ Block Group _____
Census Tract _____ Block Group _____
Census Tract _____ Block Group _____

(5.) Identify which national CDBG objective this project addresses:
[X] primarily assists low/moderate income
[ ] eradicates blight
[ ] eliminates community-threatening condition

(6.) Is the service area for this project city-wide?

[ ] Yes

[X] No If no, a map with the project's service area boundaries clearly marked must be attached. In addition, for capital improvement projects, the map must **clearly** show the location of the project and **its beginning and ending points.**

(7.) Describe proposed project: This description should specifically explain what will be undertaken, where it will occur, why it needs to be undertaken, and what problems it will solve. **Please be very specific in the description.** If, for instance, the proposed project involves improving a road or replacing a water line, be sure to state that the project will cover a certain amount of linear feet from Point A to Point B; any problems with the road/line, etc.

_____

Reconstruction of street listed below, Type E Mill in place, adding stabilizer, Prime, Single course chip seal, level up and two inch (2") hot mix asphalt overlay

N. Hall Street from 8th Street to W. 6th Street

Length 777' Width 18'

Estimated Cost $ 46,620.00

(8.) Project represents:

[X] new project/activity

[ ] continuation of an on-going activity such as code enforcement **(please note that all "continuation projects" must have a fully-completed application; please do not use verbiage such as "same as last year" or "refer to previous application")**

[ ] completion of an existing project, such as a capital improvement project, that has received funding in the past, but still needs additional funding in order to be constructed **(please note that all "completion of existing projects" must have a fully-completed application; please do not use verbiage such as "same as last year" or "refer to previous application")**

(9.) Attach a line-item budget for the proposed project/activity. Describe within this budget how proposed costs are derived. **If the project is for a code program, please be sure that the provided budget is for** two years**.** For capital improvement projects, also provide itemized costs and quantities

for such components including, but not limited to, right-of-way/easement acquisition, surveying/engineering design, utility relocation, construction management, materials, and permits/fees. Where possible for capital improvement projects, have the estimates provided by a licensed professional engineer.

(10.) Describe how project/activity is to be funded:

- FY2022 CDBG funding being allocated $257,064.62
- CDBG funding from completed/canceled projects now being reallocated _____
- Non-CDBG funding that has been allocated _____
- Additional funding still needed _____

TOTAL BUDGET $257,064.62

*

(11.) If carry-over CDBG funding from previous projects is going to be used, identify the previous projects from which this funding is being reallocated and the amounts being reallocated (please note that carryover funds are not available until the project is officially completed and all outstanding invoices have been paid).

N/A

(12.) If non-CDBG funding is to be used, please describe whether the source of this funding (e.g.--City bond funds, City revenues, state/federal grant, private funding, etc.) has already been secured or when such funding will become available.

N/A

(13.) If additional funding will still be needed, describe how additional funding will be provided (i.e., through future CDBG funds, city bond program, etc.).

Future CDBG funds

(14.) Describe what portions of the project, to the extent applicable, that will be implemented/ managed by the County, the City, another organization, or some combination of these entities.

The City will provide utility locates prior to the street reconstruction. Dallas County will implement and manage the project.

(16.) What amount is being proposed for design? N/A

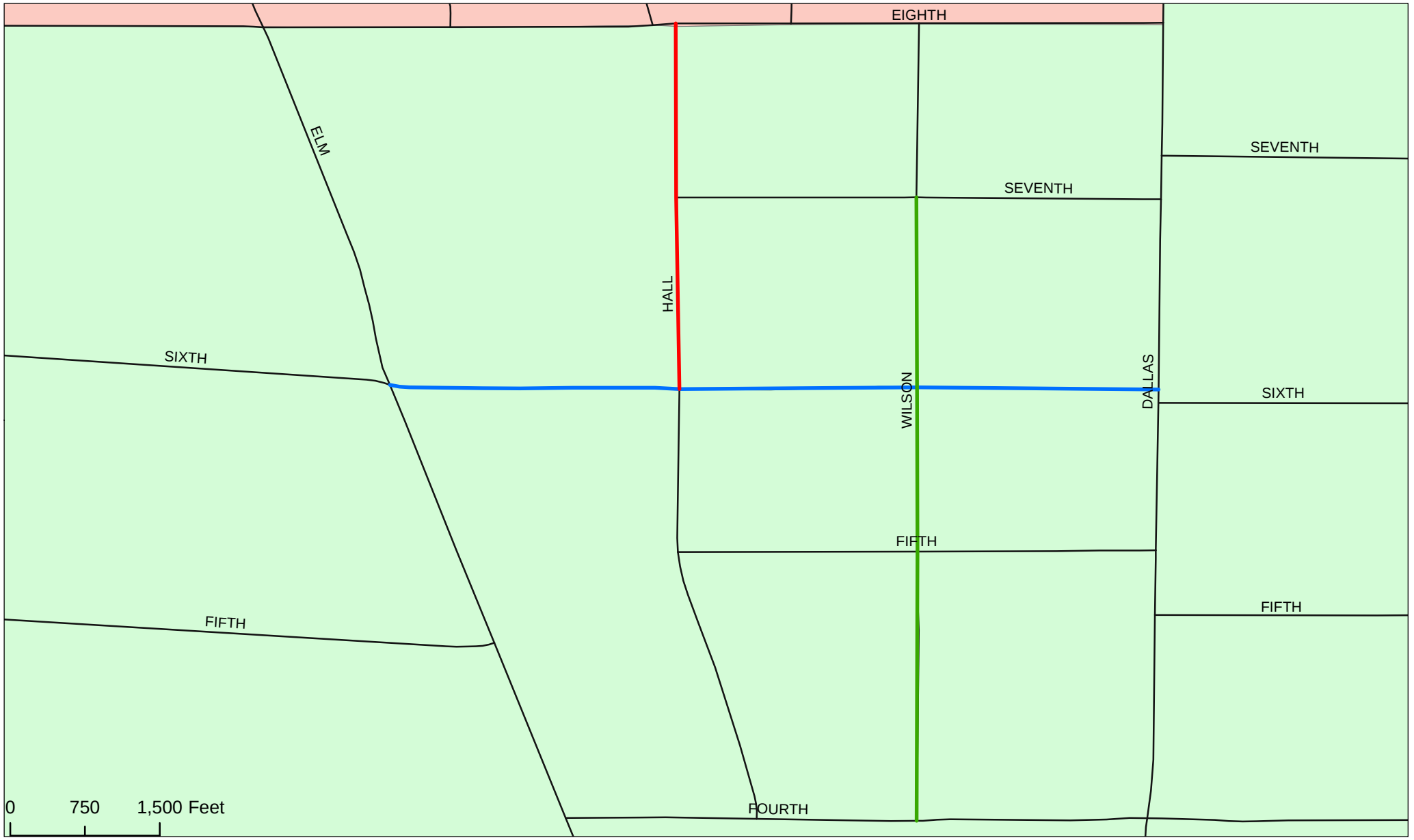
(16.) When will design start and when will design be completed?

(17.) Proposed start date for implementing project August 1, 2022

(18.) Proposed completion date December 1, 2022

Project Title	Street Reconstruction
Project Address	N. Hall St. from 8th St. to W. 6th St.
Project Zip Code	75146

City Contact Person for Project	Andrew Waits
Contact Person Title	Director of Public Works
Contact Person Phone Number	972-218-2326
Contact Person E-mail Address	awaits@lancaster-tx.com
Contact Person Signature	
Authorized Person Name (Mayor/City Manager, etc)	Opal Mauldin-Jones, City Manager
Authorized Person Signature	



City of Lancaster
Eligible CDBG
Street Repairs 2022

StreetName
- N Hall
- Sixth
- Wilson
- Streets

Lancaster2020BlockGroup
BLKGRPCE20
- 1
- 2
- 3

Street Name	From	To	Length	Tract	BG
Wilson	Fourth	Seventh	1,322.69	016803	3
Sixth	Dallas	Elm	1,379.65	016803	3
N Hall	Sixth	Eighth	775.44	016803	3

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(6.) Is the service area for this project city-wide?

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Wilson Street from W. 4th Street. to W. 7th Street

Length 1,324 Width 18'

Estimated Cost $ 101,240.00

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TOTAL BUDGET $257,064.62

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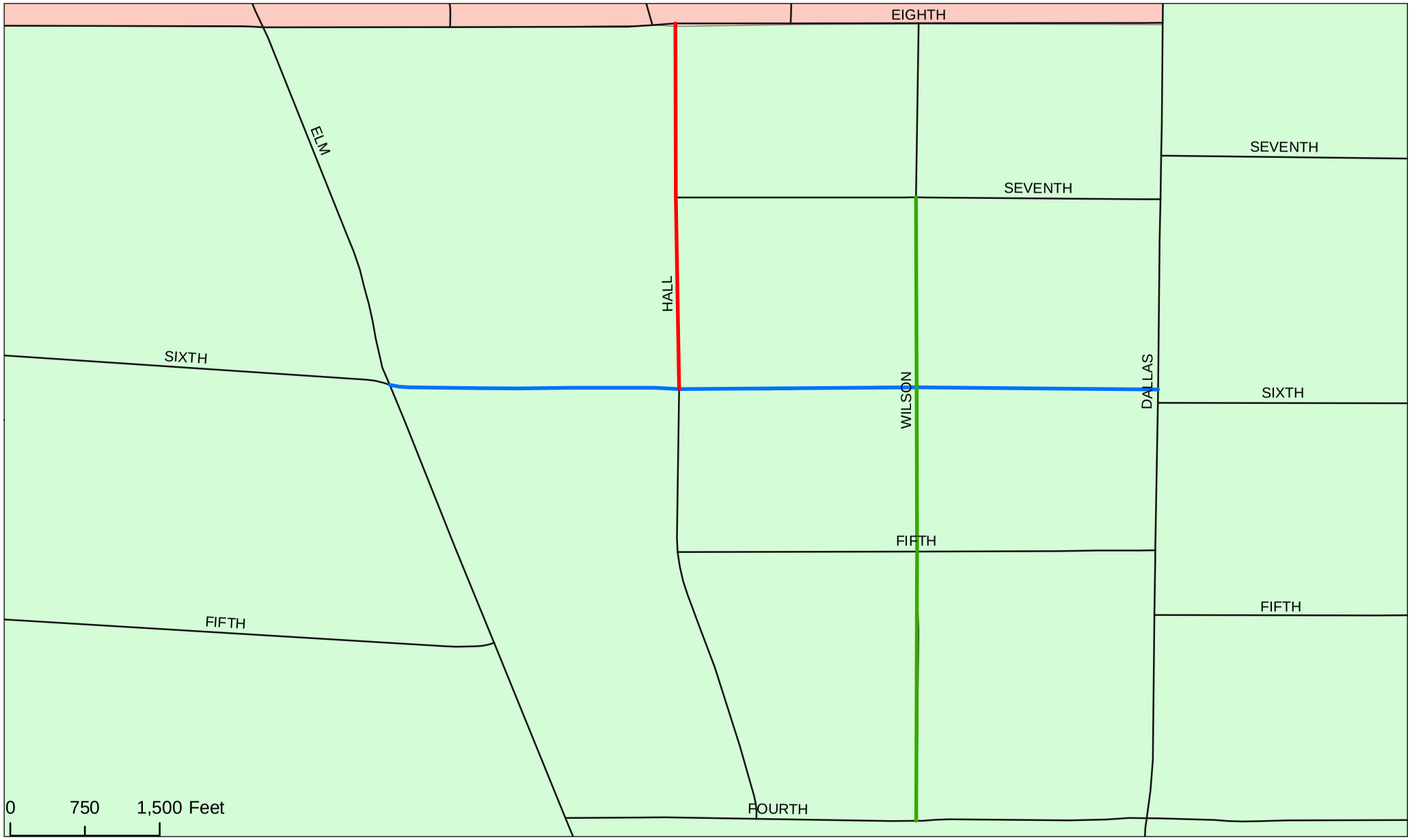

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TOTAL BUDGET $257,064.62

*

(11.) If carry-over CDBG funding from previous projects is going to be used, identify the previous projects from which this funding is being reallocated and the amounts being reallocated (please note that carryover funds are not available until the project is officially completed and all outstanding invoices have been paid).

N/A

(12.) If non-CDBG funding is to be used, please describe whether the source of this funding (e.g.--City bond funds, City revenues, state/federal grant, private funding, etc.) has already been secured or when such funding will become available.

N/A

(13.) If additional funding will still be needed, describe how additional funding will be provided (i.e., through future CDBG funds, city bond program, etc.).

Future CDBG funds

(14.) Describe what portions of the project, to the extent applicable, that will be implemented/ managed by the County, the City, another organization, or some combination of these entities.

The City will provide utility locates prior to the street reconstruction. Dallas County will implement and manage the project.

(16.) What amount is being proposed for design? N/A

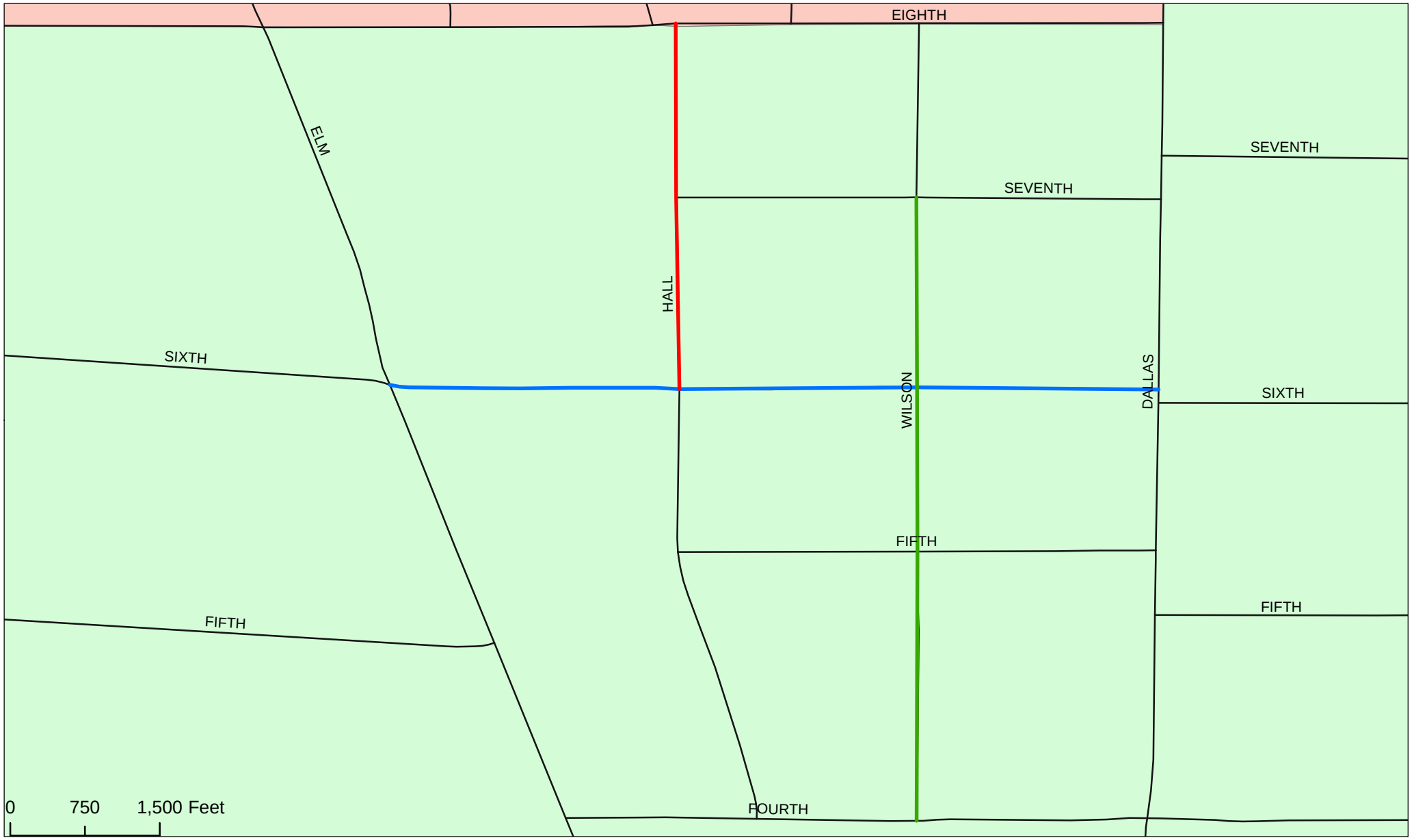
(16.) When will design start and when will design be completed?

(17.) Proposed start date for implementing project August 1, 2022

(18.) Proposed completion date December 1, 2022

Project Title	Street Reconstruction
Project Address	W. 6th St. from Dallas Ave. to Elm St.
Project Zip Code	75146

City Contact Person for Project	Andrew Waits
Contact Person Title	Director of Public Works
Contact Person Phone Number	972-218-2326
Contact Person E-mail Address	awaits@lancaster-tx.com
Contact Person Signature	
Authorized Person Name (Mayor/City Manager, etc)	Opal Mauldin-Jones, City Manager
Authorized Person Signature	



City of Lancaster
Eligible CDBG
Street Repairs 2022

StreetName
- N Hall
- Sixth
- Wilson
- Streets

Lancaster2020BlockGroup
BLKGRPCE20
- 1
- 2
- 3

Street Name	From	To	Length	Tract	BG
Wilson	Fourth	Seventh	1,322.69	016803	3
Sixth	Dallas	Elm	1,379.65	016803	3
N Hall	Sixth	Eighth	775.44	016803	3

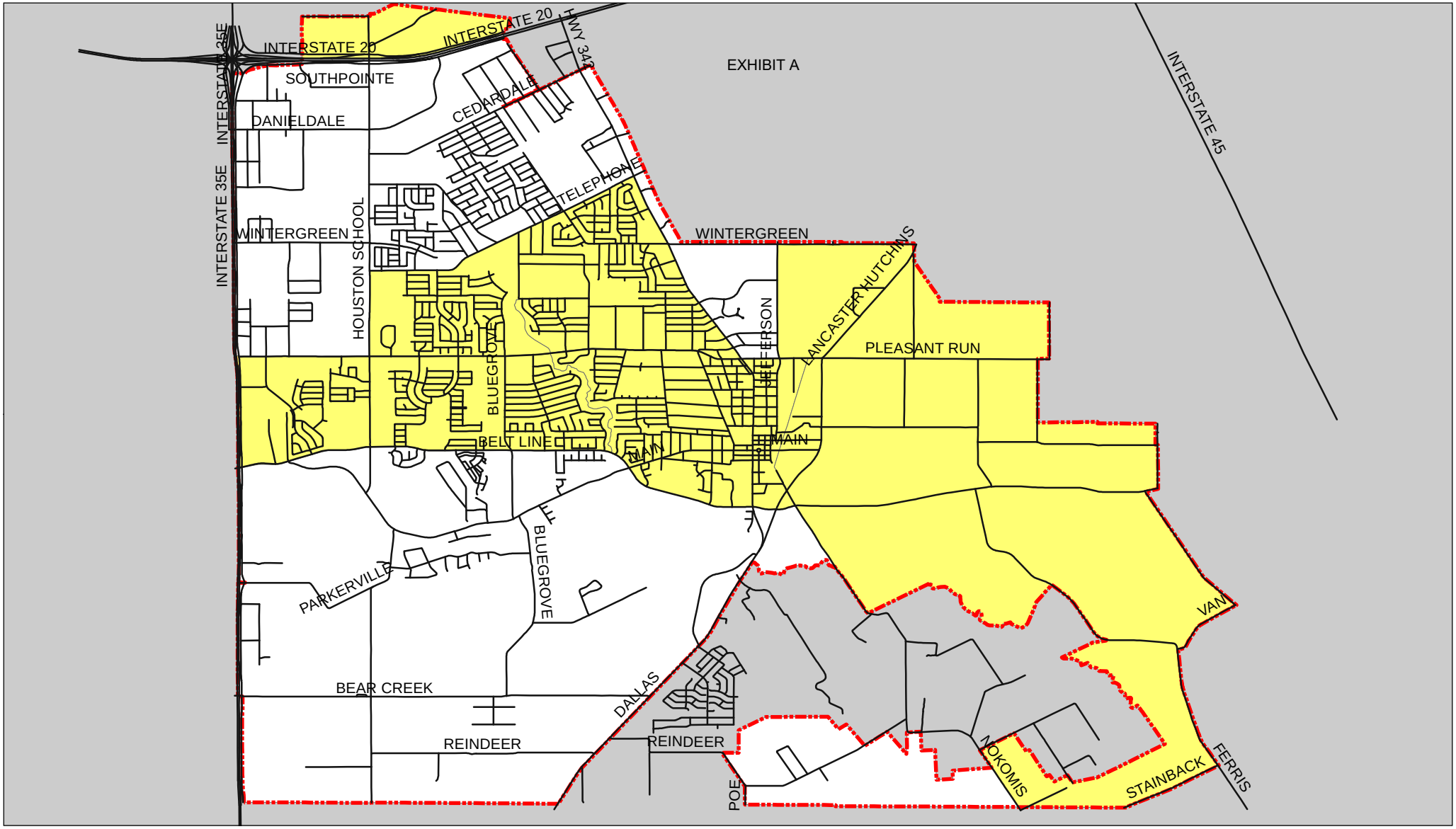


EXHIBIT A
INTERSTATE 20
INTERSTATE 35E
SOUTHPOINTE
DANIELDALE
CEDARDALE
TELEPHONE
HWY 342
INTERSTATE 45
WINTERGREEN
HOUSTON SCHOOL
BLUEGROVE
BELT LINE
MAIN
JEFFERSON
LANCASTER HUTCHINS
PLEASANT RUN
PARKERVILLE
BEAR CREEK
REINDEER
DALLAS
POE
NOKOMIS
STAINBACK
FERRIS
VAN
0
0.25
0.5 Miles
Streets
CityLimits
2020 Low to Moderate Income
Low To Moderate Income
City of Lancaster
2020 Census
Block Group
Low- Moderate
Income Areas
Lancaster
The Shining Star of Texas

CITY OF LANCASTER CITY COUNCIL

City Council Regular Meeting **9.**

Meeting Date: 06/13/2022

Policy Statement: This request supports the City Council 2021-2022 Policy Agenda

Goal(s): Sound Infrastructure
Quality Development

Submitted by: Vicki D. Coleman, Director of Development Services

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Agenda Caption:

M22-16 Discuss and consider a resolution accepting two water easements, a 300 square feet or .007 acre and a 440 square feet or 0.010 acre easement from CP Lancaster Lan, LP (Grantor) to the City of Lancaster, Texas (Grantee) for the purpose of construction, maintenance and operation of water lines and any appurtenances related thereto to provide a connection to the City water system; establishing conditions, providing for the furnishing of certified copy of this resolution for recording in the property records of Dallas County, Texas as a deed.

Background:

This is a request to accept two water easements from CP Lancaster Lan, LP to serve Lot 1, Block 1 within the James McMillan Survey, Abstract Number 987 (Part of Tract I) for Cawley EBL Logistics. The property to be served by these water easements consists of 84.2 acres and is located along the south side of east Belt Line Road.

The Public Works staff has verified that the location of the proposed public water easements are acceptable. Having identified the location of these facilities, an easement granted by the property owner must be considered and approved by City Council.

Operational Considerations:

The City Council will consider accepting water easements where property access adjoining public water lines is required, such as taps or water meter connections, and it is determined to be necessary and serves a public purpose for the City. The easements will serve as the location for water meter vaults.

Legal Considerations:

The resolution has been reviewed and approved as to form by the City Attorney.

Public Information Considerations:

This item is being considered at a Regular Meeting of the City Council noticed in accordance with the Texas Open Meetings Act.

Options/Alternatives:

1. City Council may approve the resolution, as presented.
2. City Council may deny the resolution.

Recommendation:

Staff recommends approval of the resolution, as presented.

Attachments

Resolution

Location Map

Water Easement Exhibit A

Water Easement Exhibit B

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LANCASTER, TEXAS, ACCEPTING A THREE HUNDRED (300) SQUARE FEET OR .007 ACRE WATER EASEMENT AND A FOUR HUNDRED FORTY (440) SQUARE FEET OR 0.010 ACRE WATER EASEMENT FROM CP LANCASTER LAN, LP, GRANTOR, TO THE CITY OF LANCASTER FOR THE CONSTRUCTION, MAINTENANCE AND OPERATION OF A WATER LINE AND APPURTENANCES NECESSARY TO PROVIDE A CONNECTION TO THE CITY WATER SYSTEM; ESTABLISHING CONDITIONS, PROVIDING FOR THE FURNISHING OF A CERTIFIED COPY OF THIS RESOLUTION FOR RECORDING IN THE REAL PROPERTY RECORDS OF DALLAS COUNTY, TEXAS AS A DEED; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, CP Lancaster Lan, LP ("Grantor") is the owner of the property located with the City of Lancaster; and

WHEREAS, The City of Lancaster ("City") requires easements for the construction, maintenance and operation of a water line and appurtenances necessary to provide a connection to the City water system.

WHEREAS, the Grantor desires to dedicate to the City such Public Water Easements ("Easements") as provided in the Exhibits and the attachments thereto; and

WHEREAS, the City finds that such easements, as depicted in the attached Exhibits and attachments thereto are for a public purpose and hereby accepts the Easements from the Grantor under the terms and conditions provided in the Exhibits.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LANCASTER, TEXAS:

SECTION 1. That the City of Lancaster hereby finds and determines that it is in the best interest of the public health, safety and welfare to accept the public utility easements from CP Lancaster LP, Grantor, which is described in the attached Exhibits A and B hereto and incorporated herein.

SECTION 2. That the City Secretary is directed to file said easement for recording in the real property records of Dallas County, Texas, as a deed.

SECTION 3. That this Resolution shall take effect immediately from and after its adoption and execution.

DULY PASSED and approved by the City Council of the City of Lancaster, Texas, on this the 13th day of June, 2022.

ATTEST:

Sorangel O. Arenas, City Secretary

APPROVED:

Clyde C. Hairston, Mayor

APPROVED AS TO FORM:

David T. Ritter, City Attorney

City of Lancaster

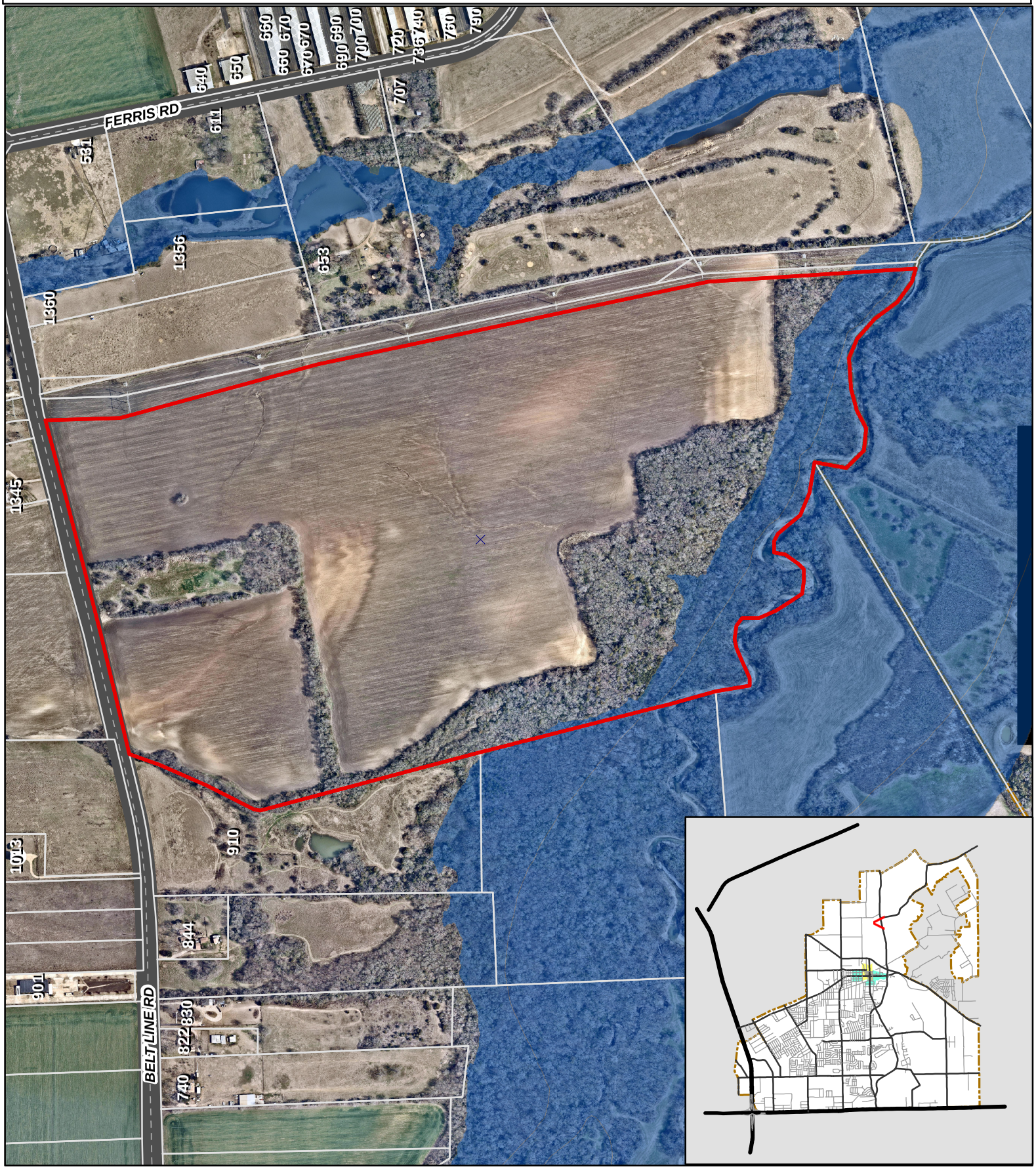
1000 E Belt Line Rd
Zoned: PD

DISCLAIMER / LIMITATION OF LIABILITY
The information on this map is provided by the City of as a public service. We are continually updating the data in order to provide the most accurate information possible. Such information is intended for reference only. The City of Lancaster does not guarantee the accuracy of the information, data or maps. All information is provided "As-Is" without warranty of any kind.

TargetParcel
Parcels
Downtown Districts
Historic District
Streets
Floodplain

0 165 330 660 Feet

Date: 3/22/2022



WATER EASEMENT

Part of "Tract I" (Tract 98) CP Lancaster Land, LP
James McMillan Survey, Abstract No. 987
City of Lancaster, Dallas County, Texas

DESCRIPTION, of a 300 square foot (0.007 acres) tract of land situated in the James McMillan Survey, Abstract No. 987, City of Lancaster, Dallas County, Texas; said tract being part of that certain tract of land described as "Tract I" in Special Warranty Deed to CP Lancaster Land, LP recorded in Instrument No. 202200119627 of the Official Public Records of Dallas County, Texas; said 300 square foot (0.007 acres) tract being more particularly described as follows: (bearing system for the survey is based on the State Plane Coordinate System, North American Datum of 1983 (2011), Texas North Central Zone 4202. Distances reported have been scaled by applying the Dallas County Texas Department of Transportation surface adjustment factor of 1.000136506):

COMMENCING, at a 1/2-inch iron rod with "BOHANNAN HUSTON" cap found (controlling monument) in the south right-of-way line of East Belt Line Road (a variable width right-of-way); said point being the northeast corner of that certain tract of land described in Special Warranty Deed to Wintergreen/HS Partners, Ltd. and Clyde L. Hargrove recorded in Instrument No. 201700219113 of said Official Public Records and being the northwest corner of said Tract I;

THENCE, along said south line of East Belt Line Road and the north line of said Tract I, the following four (2) calls:

North 76 degrees, 35 minutes, 16 seconds East, a distance of 20.67 feet to the **POINT OF BEGINNING;**

North 76 degrees, 35 minutes, 16 seconds East, a distance of 15.00 feet to a point for corner;

THENCE, departing said south line of East Belt Line Road and said north line of Tract I, into and across said Tract I, the following three (3) calls;

South 13 degrees, 37 minutes, 14 seconds East, a distance of 20.00 feet to a point for corner;

South 76 degrees, 35 minutes, 16 seconds West, a distance of 15.00 feet to a point for corner;

North 13 degrees, 37 minutes, 14 seconds West, a distance of 20.00 feet to the **POINT OF BEGINNING;**

CONTAINING: 300 square feet or 0.007 acres of land, more or less.

(A survey plat of even survey date herewith accompanies this description.)

The undersigned, Registered Professional Land Surveyor, hereby certifies that the foregoing description accurately sets out the metes and bounds of the easement tract described.

05-05-2022

Jonathan E. Cooper Date
Registered Professional Land Surveyor No. 5369
Pacheco Koch Consulting Engineers, Inc.
7557 Rambler Road, Suite 1400, Dallas TX 75231
(972) 235-3031
TX Reg. Surveying Firm LS-10008000

STATE OF TEXAS
REGISTERED
JONATHAN E. COOPER
5369
PROFESSIONAL
LAND SURVEYOR

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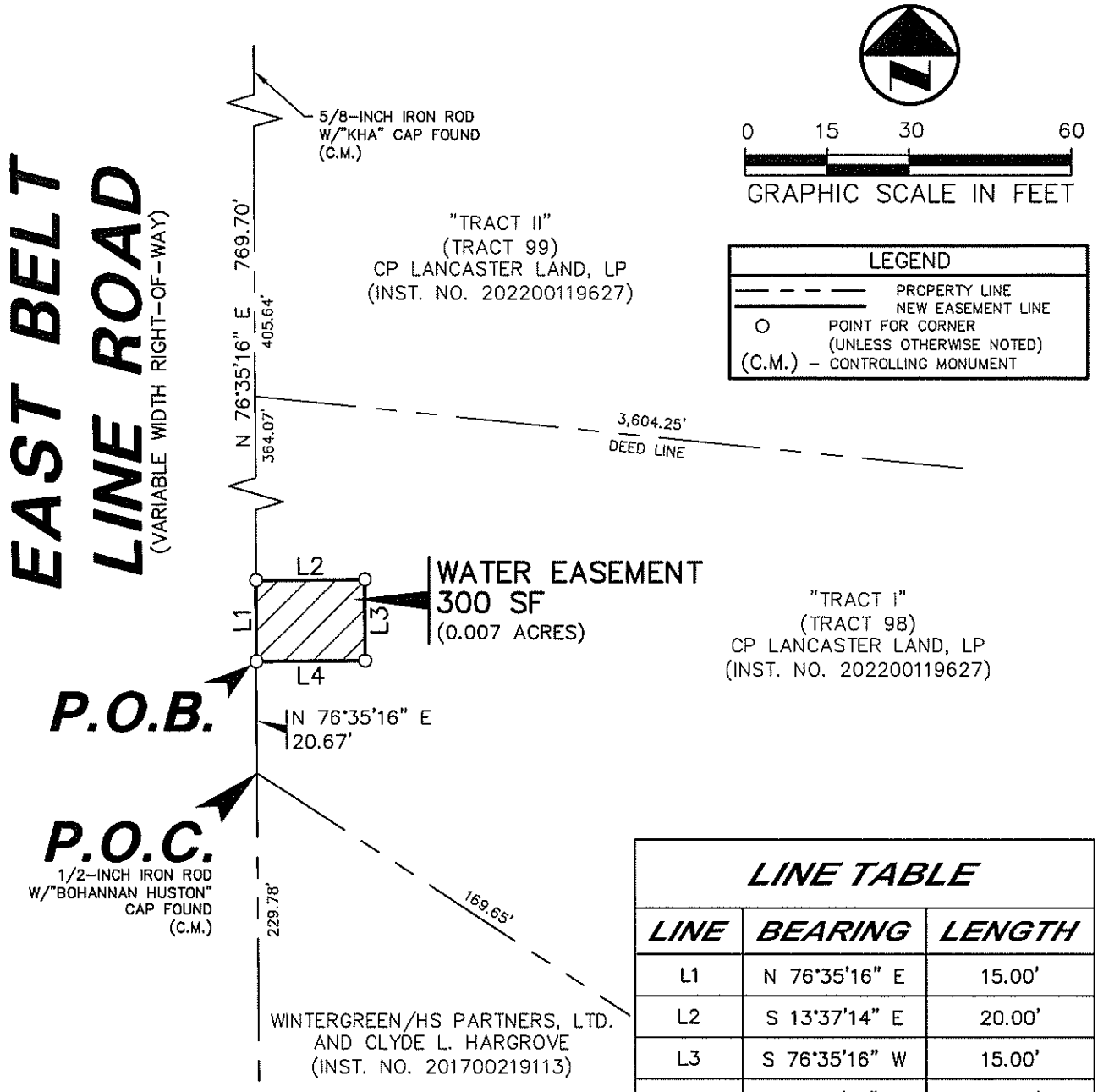
5117-21.588EX1.dwg jmc



LINE TABLE

LINE	BEARING	LENGTH
L1	N 76°35'16" E	15.00'
L2	S 13°37'14" E	20.00'
L3	S 76°35'16" W	15.00'
L4	N 13°37'14" W	20.00'

The undersigned, Registered Professional Land Surveyor, hereby certifies that this plat of survey accurately sets out the metes and bounds of the easement tract described.

05-05-2022

Jonathan E. Cooper Date
Registered Professional
Land Surveyor No. 5369

STATE OF TEXAS
REGISTERED
JONATHAN E. COOPER
5369
PROFESSIONAL
LAND SURVEYOR

NOTES:

1. A metes and bounds description of even survey date herewith accompanies this plat of survey.
2. Bearing system for this survey is based on the State Plane Coordinate System, North American Datum of 1983 (2011), Texas North Central Zone 4202. Distances reported have been scaled by applying the Dallas County TxDOT surface adjustment factor of 1.000136506.

Pacheco Koch
7557 RAMBLER ROAD SUITE 1400
DALLAS, TX 75231 972.235.3031
TX REG. ENGINEERING FIRM F-469
TX REG. SURVEYING FIRM LS-10008000

DRAWN BY	CHECKED BY	SCALE	DATE	JOB NUMBER
JMC	MWW/JEC	1"=30'	APRIL 2022	5117-21.558

WATER EASEMENT

PART OF "TRACT I"
(TRACT 98) CP LANCASTER LAND, LP
JAMES MCMILLAN SURVEY, ABSTRACT NO. 987,
CITY OF LANCASTER, DALLAS COUNTY, TEXAS

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After recording return to:

WATER EASEMENT

This Water Easement (this "Easement") is made as of May 2022, by and between CP Lancaster Lan, LP ("Grantor"), and the City of Lancaster, Texas ("Grantee").

RECITALS:

Whereas, Grantor is the fee simple owner of that certain tract of land of a 0.007 acre tract (300 square feet) being more particularly described by metes and bounds and outlined on **Exhibit "A"** attached hereto (the "Easement Property"); and

Whereas, Grantee has requested Grantor to grant to Grantee a specific-use easement over and across the Easement Property and Grantor has agreed to grant to Grantee such easement.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee hereby agree as follows:

1. **Easement.** Grantor hereby grants and conveys to Grantee, its successors and assigns, a non-exclusive easement in, over and across the Easement Property for the sole purposes of construction, maintenance and operation of water line and any appurtenances related thereto. The Easement granted herein shall include the right to access the Easement Property. Grantee covenants and agrees to repair, replace and reinstall any vegetation, landscaping and/or improvements damaged by Grantee. Grantee further covenants and agrees to protect, indemnify, and hold harmless Grantor from any claims, demands, expenses, losses, damages or injuries (including death) to persons or property to the extent caused by Grantee's negligence or willful misconduct in the construction, operation and maintenance or use of the Easement.

2. **Grantor's Use of Easement Property.** Grantor hereby reserves the right to use and enjoy the Easement Property for any and all purposes Grantor desires, subject only to the limitation that such use and enjoyment will not damage or unreasonably interfere with Grantee's permitted uses.

3. **Attorneys' Fees and Costs.** If any legal or other proceeding is instituted to enforce any term of this Easement, the party prevailing in any such proceeding shall be paid all of the legal costs, expenses and fees including attorneys' fees by the other

party, and if any judgment is secured by such prevailing party all such legal costs, expenses and fees shall be included in any such judgment.

4. **Title and Authority.** The Grantor hereby represents that it has the legal authority to enter into and execute this Easement and to perform all of the obligations and duties herein.

5. **Governing Law**. This Easement shall be governed and interpreted in accordance with the laws of the State of Texas.

6. **Headings**. The headings contained in this Easement are for reference purposes only and will not in any way affect the meaning or interpretation hereof.

[SIGNATURES APPEAR ON THE FOLLOWING PAGES]

IN WITNESS WHEREOF, the parties have executed this Easement on the respective dates set forth in the respective acknowledgments below, to be effective as of the date appearing in the acknowledgment below of the last party to sign this Easement.

GRANTOR:

CP Lancaster Land, LP,
a Texas limited liability company

By: _____
_____
_____

By:_____
Name:
Its:

Date:

STATE OF TEXAS §
§
COUNTY OF DALLAS §

This instrument was acknowledged before me on May __, 2022, by _____
_____(Title), of CP Lancaster Land LP,
a Texas Limited Liability Company, on behalf of said company

_____
Notary Public, State of Texas

_____
Printed/Typed Name

My Commission Expires:_____

IN WITNESS WHEREOF, the parties have executed this Easement on the respective dates set forth in the respective acknowledgments below, to be effective as of the date appearing in the acknowledgment below of the last party to sign this Easement.

GRANTEE:

City of Lancaster, Texas

By:_____ Name:____ Its:___

Date:_____

STATE OF TEXAS §
§
COUNTY OF DALLAS

§

This instrument was acknowledged before me on May , 2022, by _____ _____(personally known to me or proved to me through as identification), of the City of Lancaster, Texas, a municipality in the State of Texas, in the capacity therein stated, for and on behalf of said municipality.

_____
Notary Public, State of Texas

_____
Printed/Typed Name

My Commission Expires:_____

WATER EASEMENT

Part of "Tract II" (Tract 99) CP Lancaster Land, LP
Jonas Green Survey, Abstract No. 504
City of Lancaster, Dallas County, Texas

DESCRIPTION, of a 440 square foot (0.010 acres) tract of land situated in the Jonas Green Survey, Abstract No. 504, City of Lancaster, Dallas County, Texas; said tract being part of that certain tract of land described as "Tract II" in Special Warranty Deed to CP Lancaster Land, LP recorded in Instrument No. 202200119627 of the Official Public Records of Dallas County, Texas; said 440 square foot (0.010 acres) tract being more particularly described as follows: (bearing system for the survey is based on the State Plane Coordinate System, North American Datum of 1983 (2011), Texas North Central Zone 4202. Distances reported have been scaled by applying the Dallas County Texas Department of Transportation surface adjustment factor of 1.000136506):

COMMENCING, at a 1/2-inch iron rod with "BOHANNAN HUSTON" cap found (controlling monument) in the south right-of-way line of East Belt Line Road (a variable width right-of-way); said point being the northeast corner of that certain tract of land described in Special Warranty Deed to Wintergreen/HS Partners, Ltd. and Clyde L. Hargrove recorded in Instrument No. 201700219113 of said Official Public Records and being the northwest corner of that certain tract of land described as "Tract I" in Special Warranty Deed to CP Lancaster Land, LP recorded in Instrument No. 202200119627 of said Official Public Records;

THENCE, along said south line of East Belt Line Road and the north line of said Tract I and Tract II, the following four (2) calls:

North 76 degrees, 35 minutes, 16 seconds East, at a distance of 399.73 passing the northeast corner of said Tract I and the northwest corner of said Tract II, continuing for a total distance of 672.22 feet to the **POINT OF BEGINNING;**

North 76 degrees, 35 minutes, 16 seconds East, a distance of 22.00 feet to a point for corner;

THENCE, departing said south line of East Belt Line Road and said north line of Tract II, into and across said Tract II, the following three (3) calls;

South 13 degrees, 37 minutes, 14 seconds East, a distance of 20.00 feet to a point for corner;

South 76 degrees, 35 minutes, 16 seconds West, a distance of 22.00 feet to a point for corner;

North 13 degrees, 37 minutes, 14 seconds West, a distance of 20.00 feet to the **POINT OF BEGINNING;**

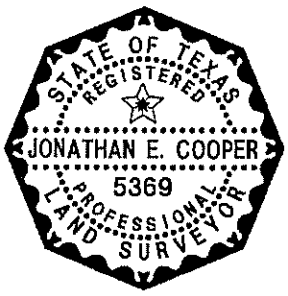
CONTAINING: 440 square feet or 0.010 acres of land, more or less.

(A survey plat of even survey date herewith accompanies this description.)

The undersigned, Registered Professional Land Surveyor, hereby certifies that the foregoing description accurately sets out the metes and bounds of the easement tract described.

05-05-2022

Jonathan E. Cooper Date
Registered Professional Land Surveyor No. 5369
Pacheco Koch Consulting Engineers, Inc.
7557 Rambler Road, Suite 1400, Dallas TX 75231
(972) 235-3031
TX Reg. Surveying Firm LS-10008000



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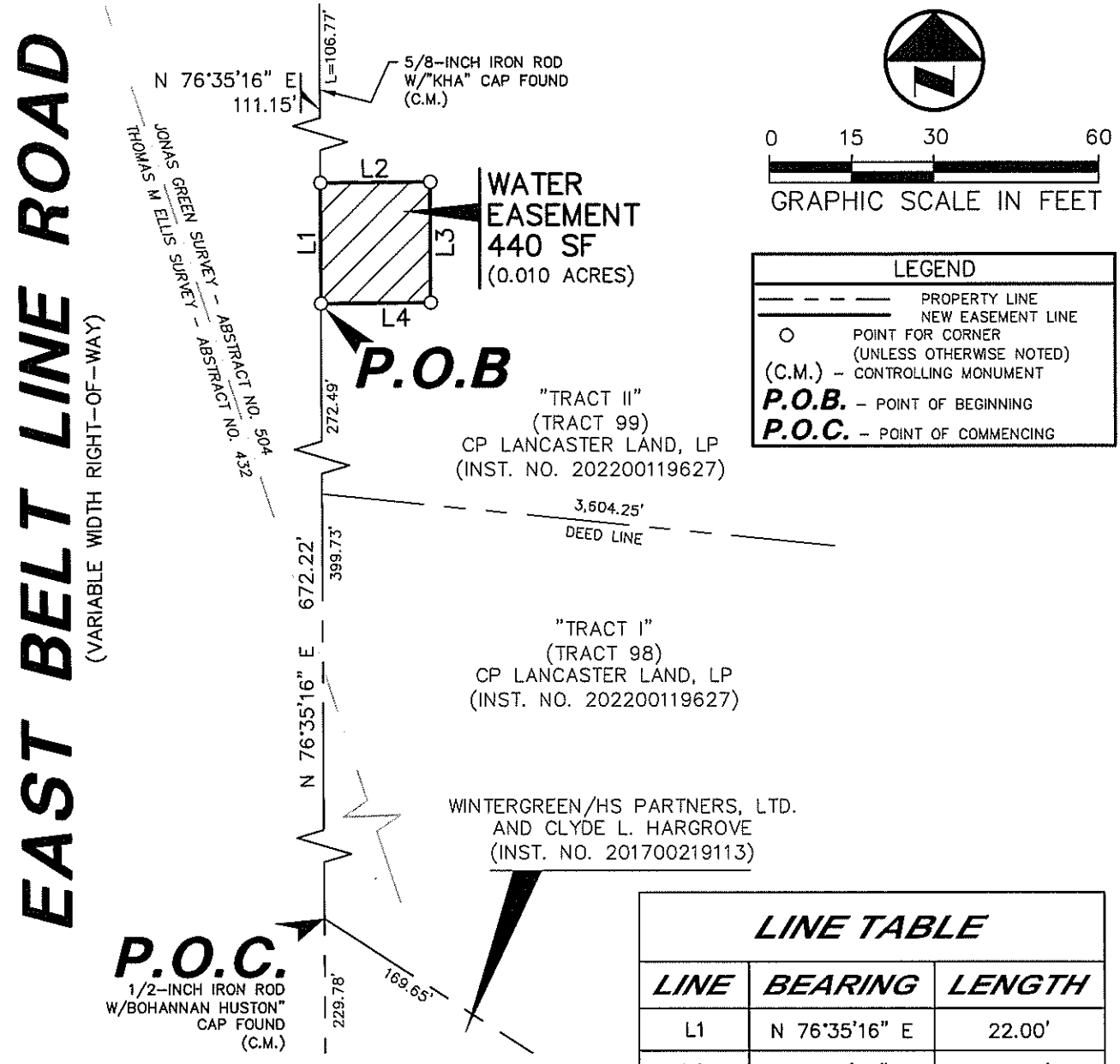
5117-21.588EX2.dwg jmc



LINE TABLE

LINE	BEARING	LENGTH
L1	N 76°35'16" E	22.00'
L2	S 13°37'57" E	20.00'
L3	S 76°35'16" W	22.00'
L4	N 13°37'57" W	20.00'

The undersigned, Registered Professional Land Surveyor, hereby certifies that this plat of survey accurately sets out the metes and bounds of the easement tract described.

05-05-2022

Jonathan E. Cooper
Registered Professional
Land Surveyor No. 5369

Date

STATE OF TEXAS
REGISTERED
JONATHAN E. COOPER
5369
PROFESSIONAL
LAND SURVEYOR

NOTES:

1. A metes and bounds description of even survey date herewith accompanies this plat of survey.
2. Bearing system for this survey is based on the State Plane Coordinate System, North American Datum of 1983 (2011), Texas North Central Zone 4202. Distances reported have been scaled by applying the Dallas County TxDOT surface adjustment factor of 1.000136506.

Pacheco Koch
7557 RAMBLER ROAD SUITE 1400
DALLAS, TX 75231 972.235.3031
TX REG. ENGINEERING FIRM F-469
TX REG. SURVEYING FIRM LS-10008000

DRAWN BY	CHECKED BY	SCALE	DATE	JOB NUMBER
JMC	MWW/JEC	1"=30'	APRIL 2022	5117-21.558

WATER EASEMENT

PART OF "TRACT II"
(TRACT 99) CP LANCASTER LAND, LP
JONAS GREEN SURVEY, ABSTRACT NO. 504,
CITY OF LANCASTER, DALLAS COUNTY, TEXAS
PAGE 2 OF 2

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After recording return to:

WATER EASEMENT

This Water Easement (this "Easement") is made as of May 2022, by and between CP Lancaster Lan, LP ("Grantor"), and the City of Lancaster, Texas ("Grantee").

RECITALS:

Whereas, Grantor is the fee simple owner of that certain tract of land of a 0.010 acre tract (440 square feet) being more particularly described by metes and bounds and outlined on **Exhibit "A"** attached hereto (the "Easement Property"); and

Whereas, Grantee has requested Grantor to grant to Grantee a specific-use easement over and across the Easement Property and Grantor has agreed to grant to Grantee such easement.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee hereby agree as follows:

1. **Easement.** Grantor hereby grants and conveys to Grantee, its successors and assigns, a non-exclusive easement in, over and across the Easement Property for the sole purposes of construction, maintenance and operation of water line and any appurtenances related thereto. The Easement granted herein shall include the right to access the Easement Property. Grantee covenants and agrees to repair, replace and reinstall any vegetation, landscaping and/or improvements damaged by Grantee. Grantee further covenants and agrees to protect, indemnify, and hold harmless Grantor from any claims, demands, expenses, losses, damages or injuries (including death) to persons or property to the extent caused by Grantee's negligence or willful misconduct in the construction, operation and maintenance or use of the Easement.

2. **Grantor's Use of Easement Property.** Grantor hereby reserves the right to use and enjoy the Easement Property for any and all purposes Grantor desires, subject only to the limitation that such use and enjoyment will not damage or unreasonably interfere with Grantee's permitted uses.

3. **Attorneys' Fees and Costs.** If any legal or other proceeding is instituted to enforce any term of this Easement, the party prevailing in any such proceeding shall be paid all of the legal costs, expenses and fees including attorneys' fees by the other

party, and if any judgment is secured by such prevailing party all such legal costs, expenses and fees shall be included in any such judgment.

4. **Title and Authority.** The Grantor hereby represents that it has the legal authority to enter into and execute this Easement and to perform all of the obligations and duties herein.

5. **Governing Law**. This Easement shall be governed and interpreted in accordance with the laws of the State of Texas.

6. **Headings**. The headings contained in this Easement are for reference purposes only and will not in any way affect the meaning or interpretation hereof.

[SIGNATURES APPEAR ON THE FOLLOWING PAGES]

IN WITNESS WHEREOF, the parties have executed this Easement on the respective dates set forth in the respective acknowledgments below, to be effective as of the date appearing in the acknowledgment below of the last party to sign this Easement.

GRANTOR:

CP Lancaster Land, LP,
a Texas limited liability company

By: _____
_____
_____

By:_____
Name:
Its:

Date:

STATE OF TEXAS §
§
COUNTY OF DALLAS §

This instrument was acknowledged before me on May __, 2022, by _____
_____(Title), of CP Lancaster Land LP,
a Texas Limited Liability Company, on behalf of said company

_____
Notary Public, State of Texas

_____
Printed/Typed Name

My Commission Expires:_____

IN WITNESS WHEREOF, the parties have executed this Easement on the respective dates set forth in the respective acknowledgments below, to be effective as of the date appearing in the acknowledgment below of the last party to sign this Easement.

GRANTEE:

City of Lancaster, Texas

By:_____ Name:____ Its:___

Date:_____

STATE OF TEXAS §
§
COUNTY OF DALLAS

§

This instrument was acknowledged before me on May , 2022, by _____ _____(personally known to me or proved to me through as identification), of the City of Lancaster, Texas, a municipality in the State of Texas, in the capacity therein stated, for and on behalf of said municipality.

_____
Notary Public, State of Texas

_____
Printed/Typed Name

My Commission Expires:_____

LANCASTER CITY COUNCIL

City Council Regular Meeting **10.**

Meeting Date: 06/13/2022

Policy Statement: This request supports the City Council 2021-2022 Policy Agenda

Goal(s): Healthy, Safe & Engaged Community
Civic Engagement

Submitted by: Sorangel O. Arenas, City Secretary

Agenda Caption:

Discuss and consider appointment of City Council liaisons to City Boards and Commissions.

Background:

At the December 13, 2021 Regular Meeting, City Council made appointments to City Boards, Commissions, and Committees. Annually, Councilmembers select the boards/commissions that they would like to serve as Council liaison.

In accordance with Ordinance 2018-12-53, Section 5.01.001, Sub-section (h), "All City Councilmembers, with the exception of the Mayor, may serve as the Council liaison to the boards and commissions of the City for a period of one year. A Council liaison for each board or commissions shall be selected by the City Council by order of seniority:

- Councilmember Marco Mejia
- Mayor Pro Tem Stanley Jaglowski
- Councilmember Carol Strain-Burk
- Councilmember Keithsha Wheaton
- Deputy Mayor Pro Tem Betty Gooden Davis
- Councilmember Mitchell Cheatham

Operational Considerations:

Currently serving as liaisons are the following:

Board/Commission:	**Councilmember:**
Airport Board	Gooden-Davis
Animal Shelter Advisory Committee	Jaglowski
Capital Improvements Advisory Committee	
Civil Service Commission	Jaglowski
Economic Development Corp. Type A	Wheaton
Historic Landmark Preservation Committee	Strain-Burk
Library Advisory Board	Hill
Museum Advisory Board	Jaglowski
Parks and Recreation Advisory Board	Hill
Recreational Development Corp.(4B) Type B	Wheaton

Planning & Zoning Commission	Strain-Burk
Property Standards & Appeals Board	Gooden-Davis
Youth Advisory Committee	Gooden-Davis
Zoning Board of Adjustment	Strain-Burk

Options/Alternatives:

1. City Council may make selections for council liaisons to boards and commissions.
2. Council may postpone selection of council liaisons and direct staff.

Recommendation:

Selection of council liaisons is solely at Council's pleasure.

CITY OF LANCASTER CITY COUNCIL

City Council Regular Meeting **11.**

Meeting Date: 06/13/2022

Policy Statement: This request supports the City Council 2021-2022 Policy Agenda

Goal(s): Effective Municipal Operations

Submitted by: Sorangel O. Arenas, City Secretary

Agenda Caption:

Reading of a notice of censure against Councilmember Strain-Burk; the Councilmember's response; and consideration of whether good cause exists to set a formal hearing on the merits of the notice.

Background:

Pursuant to the City of Lancaster City Council Rules and Procedures Censure Policy, a reading of a notice of censure filed against Councilmember Strain-Burk alleging violations; a reading of the Councilmember's response; and consideration and vote on whether good cause exists to set the matter for a formal hearing on the merits of the notice.

Public Information Considerations:

This item is being considered at a meeting of the City Council, noticed and held in accordance with the Texas Open Meetings Act.

Attachments

Censure

From: Gooden-Davis, Betty
To: Arenas, Angie
Subject: Letter to censure
Date: Wednesday, May 11, 2022 12:39:55 PM
Attachments: carol 5-10-22.pdf

Betty Gooden-Davis
Lancaster City Council, District 6
P.O. Box 940
Lancaster, Texas 75146
Mobile: 214-308-8961

May 10, 2022

To Whom This May Concern:

I, Betty Gooden-Davis, Lancaster City Councilmember am writing this letter to report the unacceptable standard of practice performed by my fellow City Councilmember Carol Strain-Burk/ District 1 during this 2022 Local City Election. Photographs of fellow councilmembers should not be utilized for promoting a candidate's campaign without written permission or consent. Councilmember Carol Strain-Burk / District 1 chose to use a city photograph to promote her election campaign. Is there a copyright infringement? She also approved the same city photograph that featured herself along with Mayor Clyde C. Hairston and myself Councilmember Betty Gooden-Davis which shows the mayor, and I are wearing our official city attire. Lastly, keep in mind the timing of this photograph during the election season and it is symbol that was used to influence the public most notably that the 2 councilmembers are endorsing Councilmember Carol Strain-Burk/ District 1. This photograph has created a false impression of me during this election season. As Councilmembers, we are held to a higher standard of character and integrity than the average citizen.

The Lancaster City Council Code of Ethics. **Sec.2.02.005 Political activities of officers**

(a) In any election, a member of the city council may not:

(1) Use the prestige of the member's position with the city on behalf of a candidate.

(2) Solicit or receive contributions: or

(b) In any election, a member of a city council board, commission or committee, whether governmental or advisory, may not:

(1) Use the prestige of the member's position with the city on behalf of a candidate.

(3) Personally solicit or receive contributions for candidate

Councilmember Strain-Burk did not demonstrate respect and professional courtesy with her actions. Her behavior was deliberate and cunning especially because I am not in her district or on her mailing list to receive this political flyer containing my photograph. This behavior is downright disrespectful because Councilmember Strain-Burk had many opportunities to convey her intentions to me. I contend photographs of fellow councilmembers should not be utilized for promoting a candidate's campaign without written permission or consent.

Sincerely,

Councilmember Betty Gooden Davis

Councilmember Betty Gooden-Davis/ District 6

Councilmember Marco Mejia/ District 3

Marco Mejia

YOU CAN VOTE EARLY HERE!
Early Voting from April 25–May 2 // Election Day May 7
"My promise is to work hard for you and make this city serve you better.
"Call me on my personal cell phone anytime. I can help! 214-957-9666."
Re-Elect Carol
STRAIN-BURK
CITY COUNCIL
District 1
CarolStrainBurk.com
Firefighters

CAROL STRAIN-BURK HONEST AND WORKING HARD FOR YOU

As your council member, Carol Strain-Burk has earned a reputation of being available and responsive to all your needs and working tirelessly to deliver results on the issues that matter to you!

FIX THE STREETS

Carol led the charge to replace the railroad crossings and improve many of the roads in our district. Carol is also working to improve our aging water and sewer system, and she is an advocate for our first responders fighting to ensure they have the tools they need to keep our families safe.

LOWER YOUR TAXES

Your tax appraisals are going up. That means without someone like Carol working to lower your tax rate, your tax bill will skyrocket. Carol lowered your tax rate 3 years in a row. Lowering it again is more important now than ever.

CREATE NEW JOBS

Job Creation makes things better for you and your family. Carol's focus on attracting development by marketing Lancaster's ideal location and growing economy added 7,000 new jobs since 2018 and nearly $300 million in new development in the past two years.

If you need something from the city, you can call Carol directly at: 214-957-9444.

Sign up for Carol's Newsletter to stay up to date with our city!

Re-Elect **Carol STRAIN-BURK** CITY COUNCIL

District 1

From: Gooden-Davis, Betty
To: Arenas, Angie
Subject: Witness List for Censure
Date: Thursday, May 12, 2022 12:44:19 PM

The list is as follows:

Betty Gooden-Davis
Marco Mejia
Lawrence Prothrombin
The entire mailing list

Thanks,

Betty Gooden-Davis
Lancaster City Council, District 6
P.O. Box 940
Lancaster, Texas 75146
Mobile: 214-308-8961

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Honorable Mayor and City Council members
Response to Censure 2022
May 27, 2022

To: Mayor Hairston and all City Council members:

I am writing in response to the notice of censure (the "Censure Notice") filed by Deputy Mayor Pro Tem Betty Gooden Davis and Councilmember Marco Mejia. I want to state clearly and unequivocally that I ***did not*** violate the City of Lancaster Code of Ethics (the "Code").

The Code deals with city business, and does not even purport to regulate political campaigns. And it could not, because by definition, campaigns involve citizens trying to ***join*** the City Council for an upcoming term that has not yet begun.

The text of the Code makes this point clear. Section 2.02.005 of the code, titled "Political activities of officers," says that I may not "[u]se the prestige of the member's position with the city on behalf of a candidate." In other words, Carol Strain-Burk, as a Council member, cannot endorse or campaign on behalf of another political candidate running for an office. And in the recent election, as a sitting Council member, I did not go out and use my office to campaign or endorse any candidate.

The picture in question was within a group of photos requested by my political consultant from me, showing group activities in which I participated in locally, regionally, and statewide, plus a selection of individual headshots. All group photos supplied were pictures from the public domain, that I had used in social media, along with City stock photos that it had used in City social media.

The language in the political material does not call attention to the photo in any manner. There is no listing of anyone's names, no location was written in the political flyer, and no written statement singled out anyone in the photo as personally promoting any person or action. There was no deliberate action taken to connect anyone in the picture toward any specific promotion of support, or fund solicitation, for any candidate. I did not intentionally select any person for inclusion in these general-purposed pictures (other than myself) and certainly had no malicious intent or desire to disrespect anyone.

The Code also says that I may not "[p]ersonally solicit or receive contributions for a candidate." Again, this means that Carol Strain-Burk, as a Council member, may not use the prestige of office to obtain money on behalf of another political candidate running for an office. And here again, in the recent election, as a sitting Council member, I did not go out and use my office to solicit or receive any contributions for another political candidate.

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Exhibit A to the Censure Notice does not suggest otherwise. There is no mention in it of any other political candidate. There is no form of written solicitation for any campaign funds for another political candidate. Indeed, there is not even any solicitation for any contributions to my individual 2022 campaign. My financial filings are fully consistent with the lack of any solicitation in this instrument, as they show that there were no contributions to my campaign until the end of the election time frame, when I received three nominal unsolicited contributions.

The problem here is not anything that I have done. It is the Censure Notice that violates the Code by "reflect[ing] discredit upon the government of the City," Code § 2.02.003(a)14), as it asks the Council to take action that is clearly prohibited by the First Amendment to the Constitution:

- The First Amendment "has its fullest and most urgent application precisely to the conduct of campaigns for political office." *Brown v. Hartlage*, 456 U.S. 45, 53 (1982).

- ***Even accepting as true*** the claim in the Censure Notice—that the photograph somehow implies a person's support for my candidacy, the First Amendment would still apply and bar that claim. *See Serafine v. Branaman*, 810 F.3d 354, 362 (5th Cir. 2016) ("Indeed, the Court has long held that "erroneous statement is inevitable in free debate, and ... it must be protected if the freedoms of expression are to have the 'breathing space' that they 'need ... to survive.").

- *See also Weaver v. Bonner*, 309 F.3d 1312, 1319 (11th Cir. 2002) (reminding that a candidate's speech during an election campaign "occupies the core of the protection afforded by the First Amendment," and invalidating a Georgia law prohibiting "false statements negligently made" in campaign speech).

The Censure Notice is wrong factually, wrong in its reading of the Code, and wrongly asks this Council to violate the law (*First Amendment*). It must be rejected.

Respectfully,
City Council member Carol Strain Burk
District 1 Carol Strain Burk

Attachment: Exhibit A – Political document
Exhibit B – City of Lancaster Code of Ethics – Chapter 2

EXHIBIT A

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Re-Elect Carol STRAIN-BURK

CITY COUNCIL

District 1

Election Day May 7th

Early Voting April 25th–May 3rd

CarolStrainBurk.com Join Carol's Newsletter

Carol Strain-Burk

Honest • Responsive • Hardworking

Re-Elect **Carol STRAIN-BURK**
CITY COUNCIL
District 1

In her time on council, Carol Strain-Burk has earned a reputation of being available and responsive to all residents' needs and working tirelessly to deliver results on the issues that matter most.

More Quality Jobs

Carol's focus on attracting development by marketing Lancaster's ideal location and growing economy has added over 7,000 new jobs since 2018 and nearly $300 million in new development in the past two years.

Lower Taxes

In the face of unprecedented budget uncertainty over the last three years due to the pandemic, Carol helped make each tax dollar go farther and just lowered property taxes for the third year in a row.

Improved Infrastructure

Carol led the charge to replace the railroad crossings and improve many of the roads in our district. Carol is also working to improve our aging water and sewer system and she is an advocate for our first responders fighting to ensure they have the tools they need to keep our families safe.

Carol wants to hear from you, call her at 214-957-9666 and let her know how the city can better serve you.

Pol. Ad. Paid for by Carol Strain-Burk for Lancaster

EXHIBIT B

CHAPTER 2

ADMINISTRATION AND PERSONNEL

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ARTICLE 2.01 GENERAL PROVISIONS*

Sec. 2.01.001 Personnel policies manual

Though not reproduced herein, the duly adopted personnel policies manual pertaining to employees of the city is hereby specifically saved from repeal and shall be maintained on file in the office of the city secretary. (2002 Code, art. 9.1300)

Sec. 2.01.002 Forfeiture of position upon becoming candidate for city council

Any appointed officer or any member of any board or commission or any employee of the city who shall become a candidate for a place on the city council shall automatically be terminated from such position held by him. (2002 Code, art. 9.600)

Sec. 2.01.003 Civil emergency response time

The city council hereby establishes a reasonable response time for the position of deputy city manager, assistant city manager, police chief, fire chief, and emergency management chief to be 30 minutes. (Ordinance 2021-05-17 adopted 5/24/21)

ARTICLE 2.02 CODE OF ETHICS†

Sec. 2.02.001 Definitions

Benefit. Anything reasonably regarded as economic gain or economic advantage, including benefit to any other person in whose welfare the beneficiary is interested, but does not include a contribution or expenditure made and reported in accordance with law.

Board. A board, commission or committee:

(1) Which is established by city ordinance, charter, interlocal contract or state law; or

(2) Which serves as the board of a nonprofit development corporation that acts as an instrumentality of the city; and

(3) Any part of whose membership is appointed by the city council;

but does not include a board, commission or committee which is the governing body of a separate political subdivision of the state.

Employee. A person employed and paid a salary by the city, whether under civil service or not, including those individuals on a part-time basis, but does not include an independent contractor or city council member.

Negotiating concerning prospective employment. A discussion between a city officer or employee and another employer concerning the possibility of the city officer or employee considering or accepting employment with the employer in which discussion the city officer or employee responds in a positive way.

Officer. A member of the city council and any member of a board who is appointed by the city council. For purposes of the city charter [this article], officer does not include a member of a board:

(1) That functions only in an advisory or study capacity and which does not have the power to make findings as to the rights of specific parties; or

(2) Of a nonprofit development corporation that acts as an instrumentality of the city.

(2002 Code, sec. 9.101)

Sec. 2.02.002 Policy

(a) It is hereby declared to be the policy of the city that the proper operation of democratic government requires that:

(1) Public officials and employees be independent, impartial and responsible only to the people of the city;

(2) Governmental decisions and policy be made using the proper procedures of the governmental structure;

(3) No officer or employee have any financial interest, direct or indirect, or engage in any business, transaction or professional activity or incur any obligation of any nature, which is in conflict with the proper discharge of his duties in the public interest;

(4) Public office not be used for personal gain; and

(5) The city council at all times be maintained as a nonpartisan body.

(b) To implement this policy, the city council has determined that it is advisable to enact this code of ethics for all officials and employees, whether elected or appointed, paid or unpaid, advisory or administrative, to serve not only as a guide for official conduct of the city's public servants, but also as a basis for discipline for those who refuse to abide by its terms.

(c) Notwithstanding any other provision of this article, a member of the board of directors of a reinvestment zone established under the Tax Increment Financing Act, as amended, may:

(1) Own property within that reinvestment zone; and

(2) Participate in discussions and voting on matters before the board of directors that may directly or indirectly affect the member's property within the reinvestment zone.

(2002 Code, sec. 9.102)

Sec. 2.02.003 Standards of conduct

(a) An officer or employee of the city shall not:

(1) Accept or solicit a benefit that might reasonably tend to influence the officer or employee in the discharge of his official duties.

(2) Use his official position to secure special privileges or exemptions for himself or others.

(3) Grant any special consideration, treatment or advantage to a person or organization beyond that which is available to every other person or organization. This shall not prohibit the granting of fringe benefits to city employees as part of their contract of employment or as an added incentive to the securing or retaining of employees.

(4) Disclose information that could adversely affect the property or affairs of the city, or directly or indirectly use any information understood to be confidential which was gained by reason of his official position or employment for his own personal gain or benefit or for the private interest of others.

(5) Transact any business on behalf of the city in his official capacity with any business entity with which he is an officer, agent or member or in which he has a financial interest. In the event that such a circumstance should arise, then he shall make known his interest and:

(A) In the case of an officer, leave the room during debate or hearing, refrain from discussing the matter at any time with the members of the body of which he is a member or any other body which will consider the matter and abstain from voting on the matter; or

(B) In the case of an employee, turn the matter over to his superior for reassignment, state the reasons for doing so and have nothing further to do with the matter involved.

(6) Personally provide services for compensation, directly or indirectly, to a person or organization who is requesting an approval, investigation or determination from the body or department of which the officer or employee is a member. This restriction does not apply to outside employment of an officer if the employment is the officer's primary source of income.

(7) Accept other employment or engage in outside activities incompatible with the full and proper discharge of his duties and responsibilities with the city or which might impair his independent judgment in the performance of his public duty.

(8) Personally participate in a decision, approval, disapproval, recommendation, investigation or

rendering of advice in a proceeding, application, request for ruling or determination, contract, claim or other matter under the jurisdiction of the city, if the officer or employee is negotiating or has an arrangement concerning prospective employment with a person or organization which has a financial interest in the matter, and, in the case of an employee, it has been determined by the city manager that a conflict of interest exists. If an officer or employee begins negotiation or enters an arrangement concerning prospective employment with a person or organization that has a financial interest in a matter in which the officer or employee has been participating, the officer or employee shall:

(A) In the case of an employee, immediately notify the official responsible for appointment to his position of the nature of the negotiation or arrangement and, if the city manager determines that a conflict of interest exists, follow the instructions of the city manager with regard to further involvement in the matter; or

(B) In the case of a board member, immediately notify the board of which he is a member of the nature of the negotiation or arrangement and:

(i) Refrain from discussing the matter at any time with other board members or members of the city council if the city council will also consider the matter;

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(ii) Leave the room during debate or hearing on the matter; and

(iii) Abstain from voting on the matter; or

(C) In the case of a member of the city council, file an affidavit with the city secretary describing the nature of the negotiation or arrangement and:

(i) Refrain from discussing the matter at any time with other councilmembers or members of a board that will consider the matter;

(ii) Leave the room during debate or hearing on the matter; and

(iii) Abstain from voting on the matter.

(9) Receive any fee or compensation for his services as an officer or employee of the city from any source other than the city, except as may be otherwise provided by law. This shall not prohibit his performing the same or other services for a public or private organization that he performs for the city if there is no conflict with his city duties and responsibilities.

(10) (A) In the case of a member of the city council or an employee, personally represent or appear on behalf of the private interests of others:

(i) Before the city council or any city board or department;

(ii) In any proceeding involving the city; or

(iii) In any litigation to which the city is a party.

(B) In the case of a board member, personally represent or appear on behalf of the private interests of others:

(i) Before the board of which he is a member;

(ii) Before the city council;

(iii) Before a board which has appellate jurisdiction over the board of which he is a member; or

(iv) In litigation or a claim to which the city or an employee of the city is a party if the interests of the person being represented are adverse to the city or an employee of the city and the subject of the litigation or claim involves the board on which the board member is serving or the department providing support services to the board.

(11) Use the prestige of his position with the city on behalf of a political party.

(12) Knowingly perform or refuse to perform any act in order to deliberately thwart the execution of the city ordinances, rules or regulations or the achievement of official city programs.

(13) Use city supplies, equipment or facilities for any purpose other than the conduct of official city business.

(14) Engage in any dishonest or criminal act or other conduct prejudicial to the government of the city or that reflects discredit upon the government of the city.

(b) The restrictions in this section do not apply to business associates of officers or employees, but only personally to the officers and employees themselves.

(c) The restrictions and requirements of subsection (a)(5) above do not apply to an officer or employee of the city serving as a member of any board, commission or other entity when transacting business on behalf of the city in an official capacity with that board, commission or entity, if the officer or employee:

(1) Was appointed by the mayor, city council or city manager to represent the city on the board, commission or entity; and

(2) Has no financial interest in the board, commission or entity or in the business being transacted.

(2002 Code, sec. 9.103)

Sec. 2.02.004 Financial interests

Any officer, whether elected or appointed, who has a financial interest in any matter that is pending before or that might be considered by the body of which the officer is a member shall:

(1) Disclose such interest to the other members of the body;

(2) Refrain from discussing the matter at any time with any other member of the body of which the officer is a member or with a member of any other body that might consider the matter;

(3) Leave the room during debate or hearing; and

(4) Refrain from voting on the matter.

(2002 Code, sec. 9.104)

Sec. 2.02.005 Political activities of officers

(a) In any election, a member of the city council may not:

(1) Use the prestige of the member's position with the city on behalf of a candidate;

(2) Solicit or receive contributions; or

(3) Serve as the designated campaign treasurer for a candidate as required by chapter 252, Texas Election Code.

(2002 Code, sec. 9.105; Ordinance adopting Code)

(b) In any election, a member of a city board, commission or committee, whether governmental or advisory, may not:

(1) Use the prestige of the member's position with the city on behalf of a candidate;

(2) Serve as the designated campaign treasurer for a candidate as required by chapter 252, Texas Election Code; or

(3) Personally solicit or receive contributions for a candidate. A member, however, is not prohibited from serving on a steering committee to plan a program of solicitation and listing the member's name without reference to the office held when the committee as a whole is listed.

(c) Subsections (a)(1) and (b)(1) do not prohibit a member of the city council or of a board from lending the member's name in support of a candidate so long as the office held with the city is not mentioned in connection with the endorsement.

(2002 Code, sec. 9.105)

Sec. 2.02.006 Enforcement; disciplinary actions; appeals

(a) The failure of any officer or employee to comply with this article, or the violation of one or more of the standards of conduct set forth in this article which apply to him/her, shall constitute grounds for expulsion, reprimand, removal from office or discharge. In the case of an employee of the city, disciplinary action and appeals therefrom shall be in conformance with procedures established by the city charter and personnel rules and regulations. Where no specific appeal procedure is otherwise prescribed, the appeal shall be to the city council. In the case of a city councilmember, the matter shall be decided by a vote of two-thirds (2/3) of the entire membership of the city council in accordance with the city charter, article III, section 3.14, as established by council in its city council rules and procedures. In the case of members of boards or commissions. the matters shall be decided by the city council. The

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decision of these bodies shall be final in the absence of bias, prejudice or fraud.

(b) If the city council determines that a person has violated this section, the city council may direct the city attorney to initiate whatever administrative or legal action is necessary to seek enforcement of its provisions.

(Ordinance 2013-07-07, sec. 2, adopted 7/22/13)

ARTICLE 2.03 RESERVED*

ARTICLE 2.04 FINANCES*

Division 1. Generally

Sec. 2.04.001 Establishment of fees and charges; master fee resolution

(a) To the extent allowed by law, the general and special fees and charges to be assessed and collected by the city as authorized by this code or any other code or ordinance of the city shall be as established by appropriate city council resolution.

(b) The purpose of this section is to provide reference to such fees and charges, which shall be assembled and maintained in a master fee resolution, and may be amended from time to time.

(c) In the event there is a conflict between a fee established by a code or ordinance and the provisions of such master fee resolution, the code or ordinance shall prevail.

(Ordinance 2007-05-11 adopted 5/14/07)

Secs. 2.04.002–2.04.030 Reserved

Division 2. Memorial Building Fund

Sec. 2.04.031 Creation

There is hereby created a fund to be known as city memorial building fund, into which fund the city may receive gifts of money from persons desiring to make such gifts to or through the city for disbursement by the city for public or quasi-public purposes. (2002 Code, sec. 1.201)

Sec. 2.04.032 Deposit of funds; records

The city secretary shall deposit all such funds described in section 2.04.031 hereof in an account at the city depository, in an account denominated as "City of Lancaster Memorial Building Fund," and the city secretary shall keep a record showing the sources from which such funds were received and indicating the purpose or purposes, if any, for which such funds were donated. (2002 Code, sec. 1.202; Ordinance adopting Code)

Sec. 2.04.033 Use of funds

The city council shall be and is hereby authorized to direct the withdrawal of any such funds described in section 2.04.031 hereof for any purpose or purposes for which such funds shall have been designated if such purpose or purposes shall have been stated at the time of such donation, and, if not, then the city council may authorize the withdrawal of any such funds for any public or quasi-public purpose as the city council may from time to time deem right and proper. (2002 Code, sec. 1.203)

Secs. 2.04.034–2.04.060 Reserved

Division 3. 911 Emergency Service Fee

Sec. 2.04.061 Definitions

The following words, terms and phrases, when used in this division, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning: