



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

Monday, March 25, 2024 - 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/j/86277608486?pwd=UjZpNk9yUVpEaCtIWnNjTDQvZWt2Zz09>

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: Lancaster Interdenominational Ministerial Alliance

PLEDGE OF ALLEGIANCE: Councilmember Marco Mejia

PROCLAMATION: State Champion Lancaster Tigers Basketball Day

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 Regular Meeting held on February 12, 2024.
2. Consider a resolution ratifying an agreement with Rangeline Utilities for an emergency repair at Ames Pump Station in an amount not to exceed fifty thousand nine hundred sixty-one dollars (\$50,961.00).

PUBLIC HEARING:

3. M24-19 Conduct a public hearing and consider an ordinance to amend the 2020 Master Thoroughfare Plan of the City of Lancaster's Comprehensive Plan to delete a segment of Cornell Road between Belt Line Road and Green Road.

ACTION:

4. Discuss and consider an appeal of the denial of a Preliminary Plat proposed to create Lots 1, 2 and 3, Block A, out of the Lancaster Gold Addition, being 33.0807 acres of land situated in the M.H. Lavender Survey, Abstract No. 766, John Little Survey, Abstract No. 768, E.D. Little Survey, Abstract No. 787, City of Lancaster, Dallas County, Texas.
5. Discuss and consider a resolution awarding Bid 2023-23 Addendum 2 to Arreguin Group Inc for two identified streets identified as items 4 and 10 in Addednum No. 2 project list and Exhibit "B"; Reliable Paving, Inc for nine identified streets identified as items 1, 2, 3, 5, 7, 9, 15, 18 and 22 in Addednum No. 2 project list and Exhibit "B"; Major Works, LLC for two identified streets identified as items 13 and 21 in Addednum No. 2 project list and Exhibit "B"; and CCGMG LLC Series B for one identified streets identified as item 6 in Addednum No. 2 project list and Exhibit "B" for the reconstruction of 14 identified streets from the 2023 Certificate of Obligation (CO) issuance for an amount not to exceed thirteen million eight hundred ninety-seven thousand six hundred forty-five dollars and forty-five cents (\$13,897,645.45).
6. Discuss and consider appointment(s) to the Public Engagement Committee and the Planning and Zoning Commission.

EXECUTIVE SESSION:

7. In accordance with Chapter 551 Section 551.071 of the Texas Government Code (the Texas Open Meetings Act), 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:
 - 1) Real Property located at 1508 Dewberry Boulevard (Bel-Air Place Apartments).
 - 2) Real Property located at 632 Reindeer Road.
 - 3) Real Property located at 3410 Sherwood Drive.
 - 4) Future Infrastructure (Houston School Road water main damage).
 - 5) DeltaVictor LLC v. City of Lancaster.
 - 6) Pleasant Run Road Improvements (Dallas County MCIP 31403).
 - 7) Sales Tax Audit.
 - 8) Potential dis-annexation of real estate.
8. Reconvene into open session. Consider and take appropriate action(s), if any, on closed/executive session matters.

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 March 21, 2024, @ 5:00 p.m. and copies thereof were provided to the Mayor, Mayor Pro-Tempore, Deputy Mayor Pro-Tempore and Council members.



Dori Lee
Assistant City Manager

CITY OF LANCASTER CITY COUNCIL

City Council Regular Meeting

1.

Meeting Date: 03/25/2024

Policy Statement: This request supports the City Council 2023-2024 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 Regular Meeting held on February 12, 2024.

Background:

Attached for your review and consideration are minutes from the City Council Regular Meeting held on February 12, 2024.

Attachments

February 12, 2024

MINUTES

LANCASTER CITY COUNCIL REGULAR MEETING OF FEBRUARY 12, 2024

The City Council of the City of Lancaster, Texas, met in a called Regular Meeting in the Council Chambers of City Hall on February 12, 2024, at 7:00 p.m. with a quorum present to-wit:

Councilmembers Present (City Hall & Zoom):

Mayor Clyde C. Hairston
Carol Strain-Burk
Stanley M. Jaglowski
Marco Mejia
Derrick Robinson [Zoom]
Mayor Pro Tem Mitchell Cheatham
Deputy Mayor Pro Tem Betty Gooden-Davis

City Staff Present (City Hall & Zoom):

Opal Mauldin-Jones, City Manager
Sorangel O. Arenas, City Secretary
David T. Ritter, City Attorney
Carey Neal, Deputy City Manager
Dori Lee, Assistant City Manager
Jermaine Sapp, Director of Equipment and Facility Services
Vicki Coleman, Director of Development Services
Greg Carrell, Assistant to the City Manager
Keaira English, Public Relations Manager
Ron Gleaves, IT Manager
Stephanie Renteria, City Secretary Administrative Secretary

Call to Order:

Mayor Hairston called the meeting to order at 7:10 p.m. on February 12, 2024.

Invocation:

Reverend Mitchell Cheatham gave the invocation.

Pledge of Allegiance:

Deputy Mayor Pro Tem Gooden-Davis led the pledge of allegiance.

Public Testimony/Citizen's Comments:

Huda Mahdl, 1004 Walnut Falls Cir, Mansfield, TX 76063, informed Council that she had completed all necessary tasks regarding Tire King and submitted the relevant information.

Mike Major, 4449 Percy St, Lancaster TX 75134, shared that he is the new manager of the Tire King.

Dr. Naeem, 2301 W. Main St. Lancaster, TX 75146, wishes not to speak, however, would like the record to show his support for item 4.

Irene Mejia, 1500 W. Main St, Lancaster, TX 75146, wishes not to speak, however, would like the record to show her opposition for item 4.

Chris Anderson, 2505 W. Main St, Lancaster, TX 75146, shared his opposition for item 4.

Frank Mejia, 1500 W. Main St, Lancaster, TX 75146, shared his opposition for item 4.

Keaira English, 211 N. Henry Street, Lancaster, TX 75146; shared information on the Annual Lancaster Couch to 5K Run/Walk event, It's Time Texas Community challenge and the Lancaster Citizen Public Safety Academy.

Taushia LaFlore, 645 Francis Street, Lancaster, TX 75146; expressed her appreciation for the Family Valentine's Day Dance. She also inquired about the progress of the stoplight installation at Beltline and Main and requested that the Council consider becoming involved with the board of St. Vincent's and constructing an inclusive playground for special needs children.

Consent Agenda:

1. **Consider approval of minutes from the Regular Meeting held on December 11, 2023.**
2. **Consider a resolution authorizing award of RFP 2023-17 to Assured Mechanical Solutions for the maintenance and repair of the Heating Ventilation and Air Conditioning (HVAC) units within City Facilities in an amount not to exceed one hundred thirty-one thousand four hundred sixteen dollars and seventy-six cents (\$131,415.76).**

MOTION: Councilmember Jaglowski made a motion, seconded by Deputy Mayor Pro Tem Gooden-Davis to approve consent items C1 – C2. The vote was cast 7 for, 0 against.

Action:

3. **Discuss and consider a resolution ordering a General Election to be held on Saturday, May 4, 2024, for the election of a Mayor at-large; providing for the publication and posting of notice; and providing for early voting dates, times and locations.**

Considere una resolución que ordena una Elección General que se celebrará el Sábado, 4 de mayo 2021, para la elección general de un alcalde; se dispone la publicación y aviso de notificación, prevea fechas de votación anticipada, horas y lugares.

City Secretary Arenas gave a staff report regarding action item 3.

MOTION: Councilmember Mejia made a motion, seconded by Councilmember Strain-Burk to approve action item 3. The vote was cast 7 for, 0 against.

Mayor Hairston shared that per Councilmember Mejia's request, the City Council will convene in in Executive Session under chapter 551 of the Texas Government Code regarding action item 4 and Executive Session item 8.

The City Council recessed for Executive Session at 7:38 p.m. and reconvened into open session at 8:40 p.m.

4. **DP22-26 Discuss and consider an ordinance approving a general development plan for Lancaster Estates within the Mills Branch Overlay for a mixed housing type development. The property is located southwest of the intersection of North Houston School Road and West Belt Line Road addressed as 2301 West Main Street. The property is known as a 17.98 acre tract of land out of the John M. Rawlins Survey, Abstract 1208 Page 240 and G.K. Sneed Survey Abstract No. 1278, City of Lancaster, Dallas County, Texas.**

Deputy City Manager Neal gave a staff report regarding action item 4.

City Attorney Ritter clarified that the item is not a zoning change and therefore does not require notice. However, the City proactively provided notice to residents within a 200-foot radius. Although the relevant zoning notice occurred in 2003, this additional notification ensured transparency. City Attorney Ritter further explained that the current landowner possesses development rights consistent with the staff report's recommendations, which align with his interpretation of the City's regulations.

S.I. Abed, 4440 Lafite Ln, Colleyville, TX 76034, the engineer, gave a presentation on item 4.

MOTION: Councilmember Mejia made a motion, seconded by Councilmember Strain-Burk to approve action item 4. The vote was cast 6 for, 1 against [Mejia].

5. **M24-14 Discuss and consider a resolution authorizing the City Manager to execute a development agreement with Base21, LLC; DC1776, LLC; and TXWL, LLC relating to site design elements and building materials for the construction on the properties addressed as 1201 and 1345 E. Belt Line Rd, and 1240 Greene Rd. being a 98.60 tract of land situated in the James McMillan Survey, Abstract No. 987, John Greene Survey, Abstract No. 504, and the Thomas M. Ellis Survey, Abstract 432, City of Lancaster, Dallas County, Texas.**

Deputy City Manager Neal gave a staff report regarding action item 5.

MOTION: Councilmember Mejia made a motion, seconded by Mayor Pro Tem Cheatham to approve action item 5. The vote was cast 7 for, 0 against.

Public Hearing

6. **Z24-3 Conduct a public hearing and consider an ordinance granting a rezoning request from Agricultural Open (AO), Lanport Overlay, and Logistics Port Planned Development (PD) to a Planned Development (PD) with Data Center uses, and limited Logistics Port B uses, increase the maximum allowable building height to 110-feet from the current 45-feet or 3 stories, as outlined in the Lanport Overlay, and provide a parking ratio consistent with a Data Center working population on properties addressed as 1201 and 1345 E. Belt Line Rd., and 1240 Greene Rd. being a 98.60 acre tract of land, Abstract No. 504 a tract of land situated in the James McMillan Survey, Abstract No. 987, John Greene Survey, Abstract No. 504, and the Thomas M. Ellis Survey, Abstract 432, City of Lancaster, Dallas County, Texas.**

Deputy City Manager Neal gave a staff report regarding public hearing item 6.

Mayor Hairston opened the public hearing.

Rafaer Koakowski, 260 E. Davis St. #100, McKinney TX 75069, the engineer, shared his support for public hearing item 6.

MOTION: Councilmember Jaglowski made a motion, seconded by Councilmember Strain-Burk to close the public hearing. The vote was cast 7 for, 0 against.

MOTION: Councilmember Jaglowski made a motion, seconded by Councilmember Mejia to approve public hearing item 6. The vote was cast 6 for, 0 against, 1 abstain [Cheatham].

7. **M24-22 conduct a public hearing and consider an ordinance granting a special exception to Section 14.504 (a) (4) (A) Building Articulation - to not meet the required horizontal and vertical building articulation requirement on a property addressed as 2543 Balomede Avenue, City of Lancaster, Dallas County, Texas.**

City Manager Mauldin-Jones gave a staff report regarding public hearing item 7.

Mayor Hairston opened the public hearing.

Majid Khalaf 650 E. Tripp Rd. Sunnydale, TX 75182, the engineer, shared his support for public hearing item 7.

MOTION: Councilmember Strain-Burk made a motion, seconded by Councilmember Jaglowski to close the public hearing. The vote was cast 7 for, 0 against.

MOTION: Councilmember Jaglowski made a motion, seconded by Councilmember Strain-Burk to approve public hearing item 7 with the landscaping requirement. The vote was cast 7 for, 0 against.

EXECUTIVE SESSION:

8. **In accordance with Chapter 551 Section 551.071 of the Texas Government Code (the Texas Open Meetings Act), 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:**
 - 1) **Pleasant Run Road Improvements (Dallas County MCIP 31403)**
9. **Reconvene into open session. Consider and take appropriate action(s), if any, on closed/executive session matters.**

No action on item 8.1.

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

The meeting was adjourned at 9:32 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: 03/25/2024

Policy Statement: This request supports the City Council 2023-2024 Policy Agenda

Goal(s): Financially Sound Government
Sound Infrastructure

Submitted by: Opal Mauldin-Jones, City Manager

Agenda Caption:

Consider a resolution ratifying an agreement with Rangeline Utilities for an emergency repair at Ames Pump Station in an amount not to exceed fifty thousand nine hundred sixty-one dollars (\$50,961.00).

Background:

A major valve occurred at the Ames Pump Station which required an emergency repair. The emergency repair included a switch from a 6" to an 8" insertion valve to stop the leak from progressing. Rangeline Utilities was selected as an emergent sole source vendor to complete this repair.

Operational Considerations:

Approval of the resolution will ratify payment to the vendor for the emergency repair as expenditures in excess of fifty thousand dollars requires City Council approval.

Legal Considerations:

The City Attorney has reviewed and approved the 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 item requires ratification because the expenditure exceeds \$50,000 and the work has been completed. The total cost of service was \$50,961.00

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

Invoice

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LANCASTER, TEXAS, RATIFYING PAYMENT TO RANGELINE UTILITIES FOR AN EMERGENCY REPAIR OF A LEAK AT AMES PUMP STATION FOR AN AMOUNT NOT TO EXCEED FIFTY THOUSAND NINE HUNDRED SIXTY-ONE DALLARS AND ZERO CENTS (\$50,961.00) TO RANGLELINE UTILITES HEREIN BY REFERENCE AS EXHIBIT "A"; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, in accordance with the State of Texas law, any purchase over \$50,000.00 must be authorized by the City Council.

WHEREAS, the City Council has received an invoice from Rangeline Utilities for "emergency repair"; and

WHEREAS, the City Council desires to ratify payment in the amount of \$50,961.00.

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

SECTION 1. That payment of the invoice in the amount of \$50,961.00 is ratified by the City Council of the City of Lancaster, Texas.

SECTION 2. This resolution shall take effect immediately from and after its passage as the law in such cases provides, and it is accordingly so resolved.

DULY PASSED and approved by the City Council of the City of Lancaster, Texas, on this the 25th of March, 2024.

ATTEST:

APPROVED:

Sorangel O. Arenas, City Secretary

Clyde C. Hairston, Mayor

APPROVED AS TO FORM:

David T. Ritter, City Attorney

183949

Rangeline Utility Services LLC
1150 Blue Mound Rd W #821
Haslet, TX 76052

Please remit
payment to our new
address

Phone: (682) 250-2153

Tax ID: 87-3879495



Invoice

City of Lancaster
211 N Henry Street
Lancaster, TX 75146

INVOICE DATE	INVOICE #
2/2/2024	2751

P.O. NO.
8" Emergency IV

TERMS	DUE DATE	Sales Rep	JOB NAME	Technician
Net 30	3/3/2024	CC	2024515 Lancaster, TX	
QUANTITY	DESCRIPTION		RATE	AMOUNT
	SITE WORK			
1	Mobilization		2,500.00	2,500.00
1	Labor to excavate for emergency insertion valve, including standby to switch from 6" insertion valve to 8" insertion valve		8,950.00	8,950.00
	MATERIAL			
1	8" Insertion Valve		28,796.00	28,796.00
1	Rock, Valve Stack, and Pipe		1,715.00	1,715.00
	EQUIPMENT			
1	Excavator		4,400.00	4,400.00
1	Dump Truck and Haul Trailer		4,600.00	4,600.00
05-0306-21-00				
gkp 2/16/24				

		Total	\$50,961.00
Web Site	E-mail	Payments/Credits	\$0.00
www.rangeline.com	hockey@rangeline.com	Balance Due	\$50,961.00

CITY OF LANCASTER CITY COUNCIL

City Council Regular Meeting

3.

Meeting Date: 03/25/2024

Policy Statement: This request supports the City Council 2023-2024 Policy Agenda

Goal(s): Sound Infrastructure
Quality Development

Submitted by: Nyliah Acosta, Assistant Director of Development Services

Agenda Caption:

M24-19 Conduct a public hearing and consider an ordinance to amend the 2020 Master Thoroughfare Plan of the City of Lancaster's Comprehensive Plan to delete a segment of Cornell Road between Belt Line Road and Green Road.

Background:

The Master Thoroughfare Plan (MTP) provides guidance on the number of travel lanes for a roadway, based upon a classification system. Each classification outlines the design features of the roadway. The MTP designates Cornell Road as a four-lane Major Arterial Type B, and requires rights-of-way of 100-feet. The applicant is seeking to delete a portion of Cornell Road to align the roadway network, with previously approved City Council action to enhance the site usage. City Council has approved two Planned Developments (PD) with conceptual plans (CP Belt Line North and QTS) and development agreements that show building placement and detention pond locations. Cornell Road is proposed to bisect the land and will ultimately impact the development of the approved PDs.

Case History:

Date	Body	Action
03/05/2024	P&Z	M24-19 P&Z Recommended Approval of MTP Request
02/12/2024	CC	MS24-14 Approved Development Agreement
02/12/2024	CC	Z24-3 Approved AO to PD
01/02/2024	P&Z	Z24-3 Approved AO to PD
12/11/2023	CC	Z24-1 Approved AO to PD
12/11/2023	CC	M24-10 Development Agreement Approved
12/05/2023	P&Z	Z24-1 Recommended approval of AO to PD
01/28/2008	CC	Adopted Lanport Overlay
10/16/1989	CC	Adopted the Zoning Map

Operational Considerations:

On December 11, 2023, City Council approved a zoning change for CP Belt Line North with a conceptual plan to allow for Data Center uses, and other limited Lanport Overlay uses. In addition, on February 12, 2024, City Council approved a zoning change with a conceptual plan for QTS, to allow for Data Center uses and limited Logistics Port B uses. As part of the approvals, both conceptual plans illustrate several data center buildings on the properties. Currently, Cornell Road is proposed to cut through both sites as shown in the Master Thoroughfare Plan. Cornell Road would significantly impact both tracts of land by

bisecting the sites and would decrease the developable land area.

Allowing the deletion of Cornell between Belt Line Road to Greene Road would benefit the overall 229 acre site, as it would allow the developers to buildout the sites as intended in the approved conceptual plans. In addition, north-south connectivity will remain as Lancaster Hutchins Road, Alba Road, and the future extension of Pinto Road can be utilized. This flexibility ensures the City's infrastructure plans are responsive to evolving priorities and contribute positively to the development's overall impact on the community.

Legal Considerations:

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

Public Information Considerations:

On February 21, 2024, a notice for this public hearing appeared in the Focus Daily Newspaper.

Options/Alternatives:

1. The City Council may approve the proposed amendment to the Master Thoroughfare Plan, as presented.
2. The City Council may deny the proposed amendment to the Master Thoroughfare Plan, as presented.

Recommendation:

On March 5th, 2024, the Planning and Zoning Commission recommended approval as presented. Staff concurs.

Attachments

Ordinance

Location Map

Letter of Intent

Exhibit 1

Overall Development Area

CP Belt Line Concept Plan

QTS Concept Plan

March 5, 2024 Draft P&Z Minutes

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF LANCASTER, TEXAS, AMENDING THE 2020 MASTER THOROUGHFARE PLAN BY DELETING THE SEGMENT OF CORNELL ROAD BETWEEN BELT LINE ROAD AND GREEN ROAD (M24-19); AMENDING THE COMPREHENSIVE PLAN TO INCORPORATE THE AMENDED MASTER THOROUGHFARE PLAN; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council, having received the amended plan, conducted a public hearing on March 25, 2024, and at Planning and Zoning Commission on March 5, 2024, to receive public comments to amend the Master Thoroughfare Plan by deleting the segment of Cornell Road between Belt Line Road and Green Road; and

WHEREAS, the City Council has determined that the adoption of the amended Plan, attached hereto is in the best interest of the City and its citizens.

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

SECTION 1. That the City of Lancaster Master Thoroughfare Plan as heretofore adopted be, and the same hereby is, amended as attached in Exhibit "1" and such amended Plan shall be made a part of the City Comprehensive Plan.

SECTION 2. That all ordinances, and any provisions of said ordinances, of the City of Lancaster, Texas, in conflict with the provisions of this Ordinance be, and the same are hereby, repealed, and all other provisions of the ordinances of the City not in conflict with the provisions of this Ordinance shall remain in full force and effect.

SECTION 3. That should any word, phrase, paragraph, or section of this Ordinance or of the Code of Ordinances, as amended hereby, be held to be unconstitutional, illegal or invalid, the same shall not affect the validity of this Ordinance as a whole, or any part or provision thereof other than the part so decided to be unconstitutional, illegal or invalid, and shall not affect the validity of the Code of Ordinances as a whole.

SECTION 4. This Ordinance shall take effect immediately from and after the date of passage and is provided by law.

DULY PASSED and approved by the City Council of the City of Lancaster, Texas, on this the 25th day of March.

ATTEST:

APPROVED:

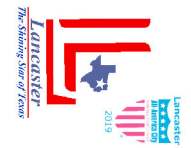
Sorangel O. Arenas, City Secretary

Clyde C. Hairston, Mayor

APPROVED AS TO FORM:

David T. Ritter, City Attorney

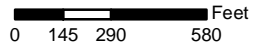
City of Lancaster Cornell Rd Proposed Major Arterial Lanport Overlay



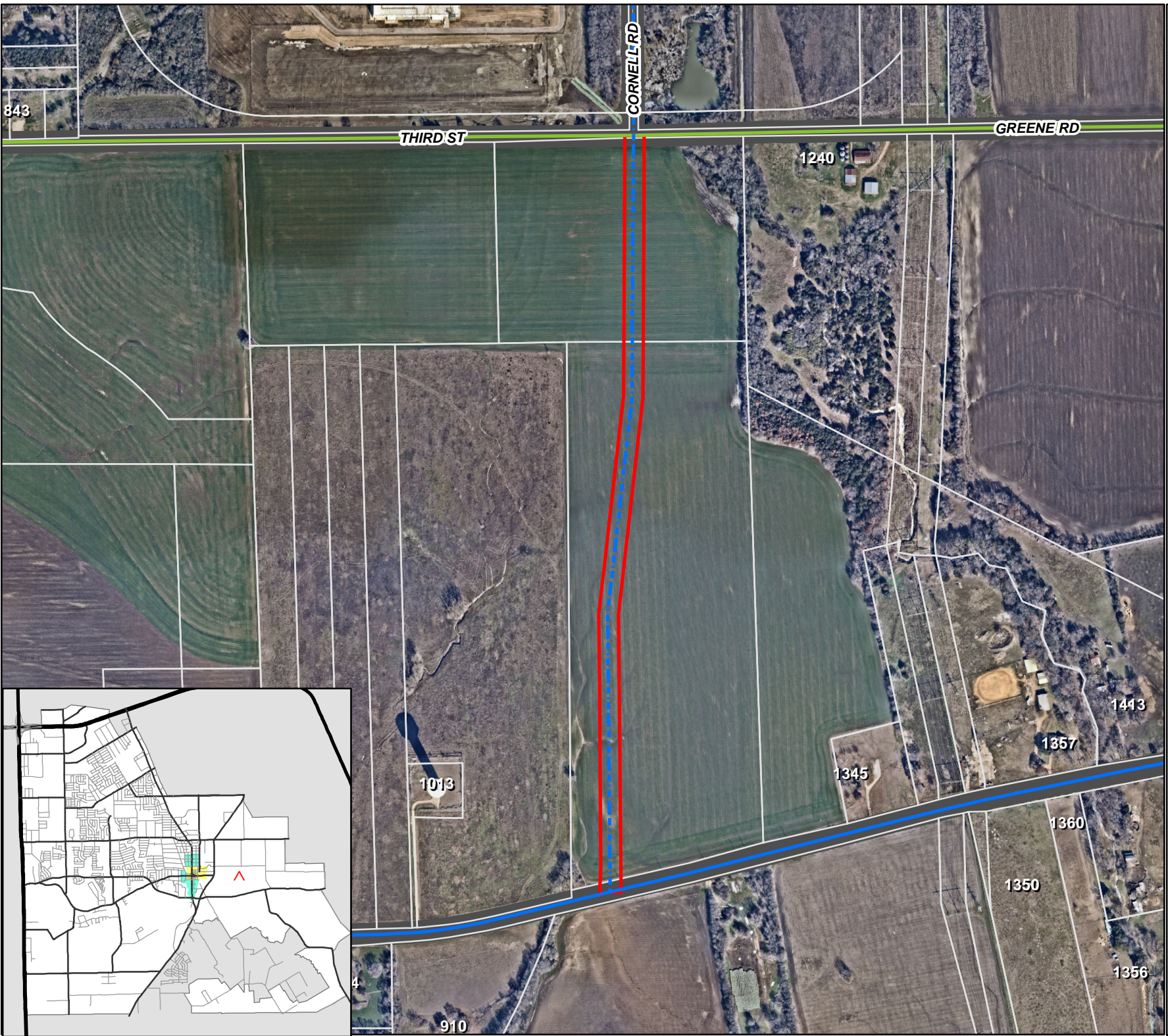
DISCLAIMER / LIMITATION OF LIABILITY
The information on this map is provided by the City of Lancaster as a public service. We are continually updating the data in order to provide the most accurate information possible. Such information is intended for reference only. The City of Lancaster does not guarantee the accuracy of the information, data or maps. All information is provided "As-Is" without warranty of any kind.



Classification	
—	COLLECTOR
—	EXISTING INTERSTATE/FREEWAY
—	MAJOR ARTERIAL TYPE A
—	MAJOR ARTERIAL TYPE B
—	MINOR ARTERIAL
—	PROPOSED COLLECTOR
—	PROPOSED HIGHWAY
—	PROPOSED MAJOR ARTERIAL
—	PROPOSED MINOR ARTERIAL
—	RURAL MINOR ARTERIAL
 	Target Parcel
 	Parcels
	Streets



Date: 2/9/2024





via email

January 29, 2024

Ms. Vicki Coleman
Development Services Director
City of Lancaster
211 North Henry Street
Lancaster, Texas 75146

**Re: *Master Thoroughfare Plan Amendment Request
Letter of Intent and Request Summary
Cornell Road
Lancaster, Texas***

Dear Ms. Coleman:

Thank you, Opal, and City Staff for your efforts coordinating our project in eastern Lancaster. Please receive this submitted Master Thoroughfare Plan (MTP) Amendment Request for Cornell Road.

The intent of our request to amend the Master Thoroughfare Plan is as follows:

Declassifying & removal of the proposed section of Cornell Road from Greene Road to E Beltline Road. According to the 2020 Lancaster Thoroughfare Plan, Cornell Road is designated as a Major Arterial (Type B-4 Lane). An extension was planned to continue south past Greene Road to E Beltline Road. Plans for this extension are being abandoned due to the discretionary approval of the Concept Plan associated with the CP Beltline North Planned Development District, which was approved on 12/11/2023. Additionally, the current QTS Belt Line Concept Plan approved by the Planning and Zoning Committee on 1/2/2024 also does not include the Cornell Road improvements, as it would not have continuity with the approved CP Belt Line North PD. Therefore we proposed to remove Cornell Road from the Master Thoroughfare Plan in alignment with P&Z & City Council's current vision for the area.

With the approval of the Planned Development zoning in this part of Lancaster, the anticipated use of this surrounding area has changed from Logistics/Distribution Centers to Data Centers. Data Centers generate an average daily trip rate of .926 trips per 1000 SF of Gross Floor Area (GFA). By comparison, a Warehouse use per the ITE 11th Edition suggests an average daily trip rate of 1.71 trips per 1000 SF of GFA. Therefore, Data Centers will generate 46% less trips than a similar sized Warehouse use. This will significantly reduce future traffic demands in the area, and further supports the removal of the proposed section of Cornell Road.

*The Master Thoroughfare Plan (MTP; adopted September 2020; Freese and Nichols) be amended as shown on accompanying **Exhibit A** and listed below:*

- *Declassification & removal of Cornell Road from Greene Road to E Beltline Road.*



The supporting package consists of the following:

- Completed Planning Application noted "Other: MTP Amendment"; accompanying representative contact attachment
- Review Fee – Amount to be confirmed; anticipated as \$100 as "Miscellaneous"
- Exhibit A: Proposed Master Thoroughfare Plan Amendment Exhibit
- Exhibit B: Prime Pointe Land Exhibit
- Exhibit C: CP Beltline North Planned Development District Concept Plan approved at City Council on December 11, 2023
- Exhibit D: QTS Concept Plan approved at P&Z on January 2, 2024

Dialogue with Freese and Nichols and Dunaway may be needed to support review of our request. Our team is standing by for that dialogue and supporting study as needed.

Please contact me with questions. We look forward to working with City Staff through this process.

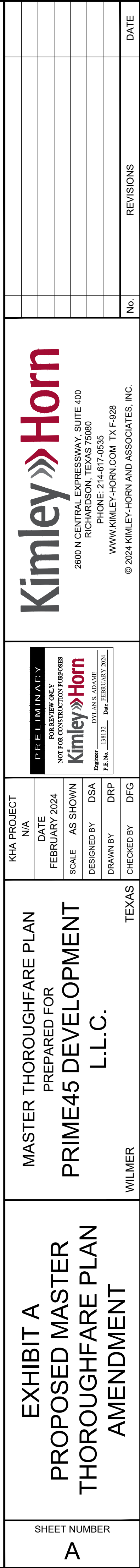
Sincerely,

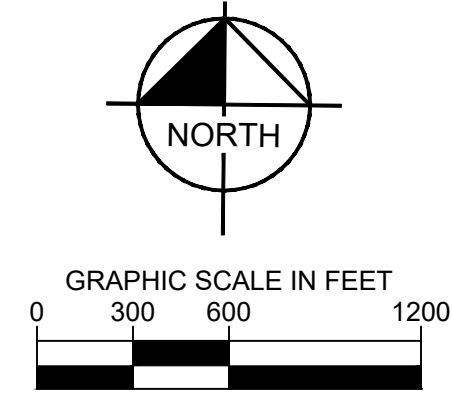
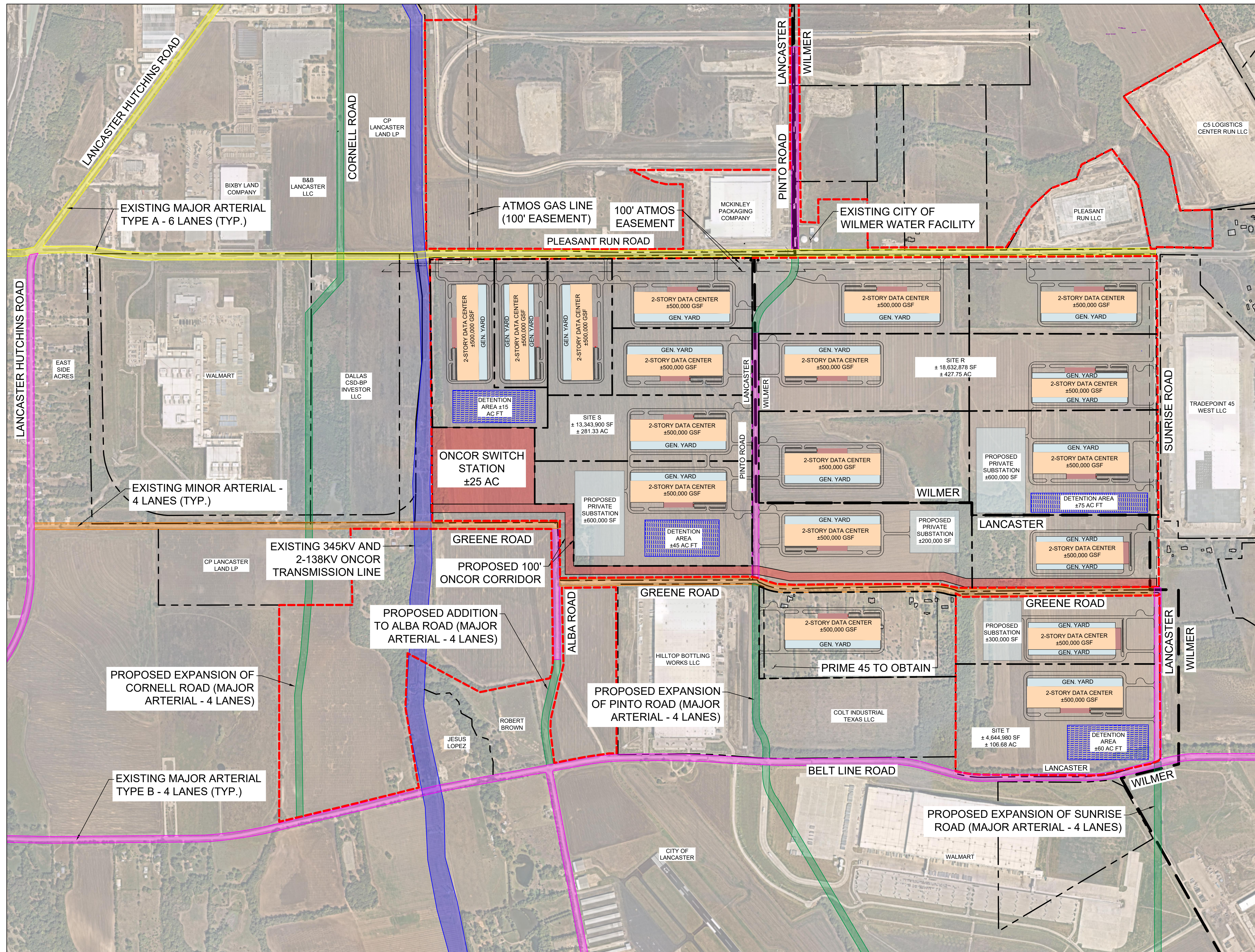
KIMLEY-HORN AND ASSOCIATES, INC.

A handwritten signature in black ink that reads "Dylan Adame".

Dylan Adame, P.E.

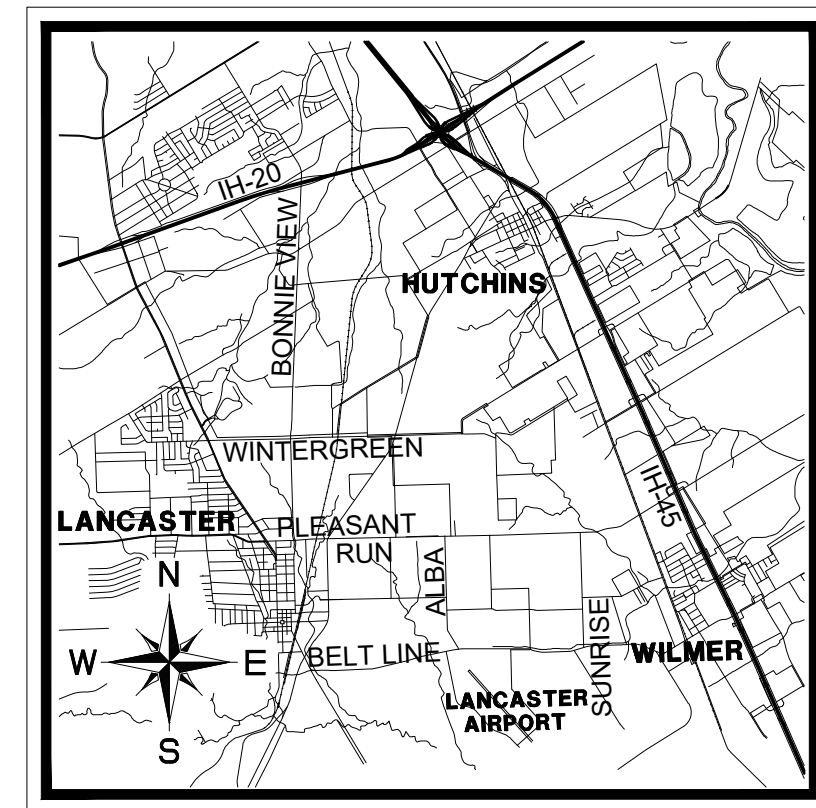
"K:\RCH_Civil\No Proj\LP-2023\Alba Road\20220607 - Pintp Road MTP AMENDMENT LOI .docx"





LEGEND	
PROPERTY LINE	---
EXISTING GAS LINE	---
EXISTING MAJOR ARTERIAL - TYPE A	---
EXISTING MAJOR ARTERIAL - TYPE B	---
EXISTING MINOR ARTERIAL	---
EXISTING ONCOR CORRIDOR	---
PROPOSED ONCOR CORRIDOR	---
PROPOSED THOROUGHFARE PLAN IMPROVEMENTS	---
LIMITS OF PROPERTIES OWNED BY WHL	---

* AERIAL PHOTOGRAPHY TAKEN FROM NEARMAP 2023



LOCATION MAP
NOT-TO-SCALE

CONTACT:
MICHAEL RADER
601 W WINTERGREEN RD
HUTCHINS, TX 75141
817-913-5215 (m)

Kimley»Horn
TX REGISTRATION NO. 928
2800 N CENTRAL EXPRESSWAY
SUITE 400
RICHARDSON, TX 75080
TEL NO. (214) 617-0535

PRELIMINARY

FOR REVIEW ONLY

Not for construction purposes.

Kimley»Horn

Engineer: DYLAN S. ADAME
P.E. No. 91806 Date 01/2024

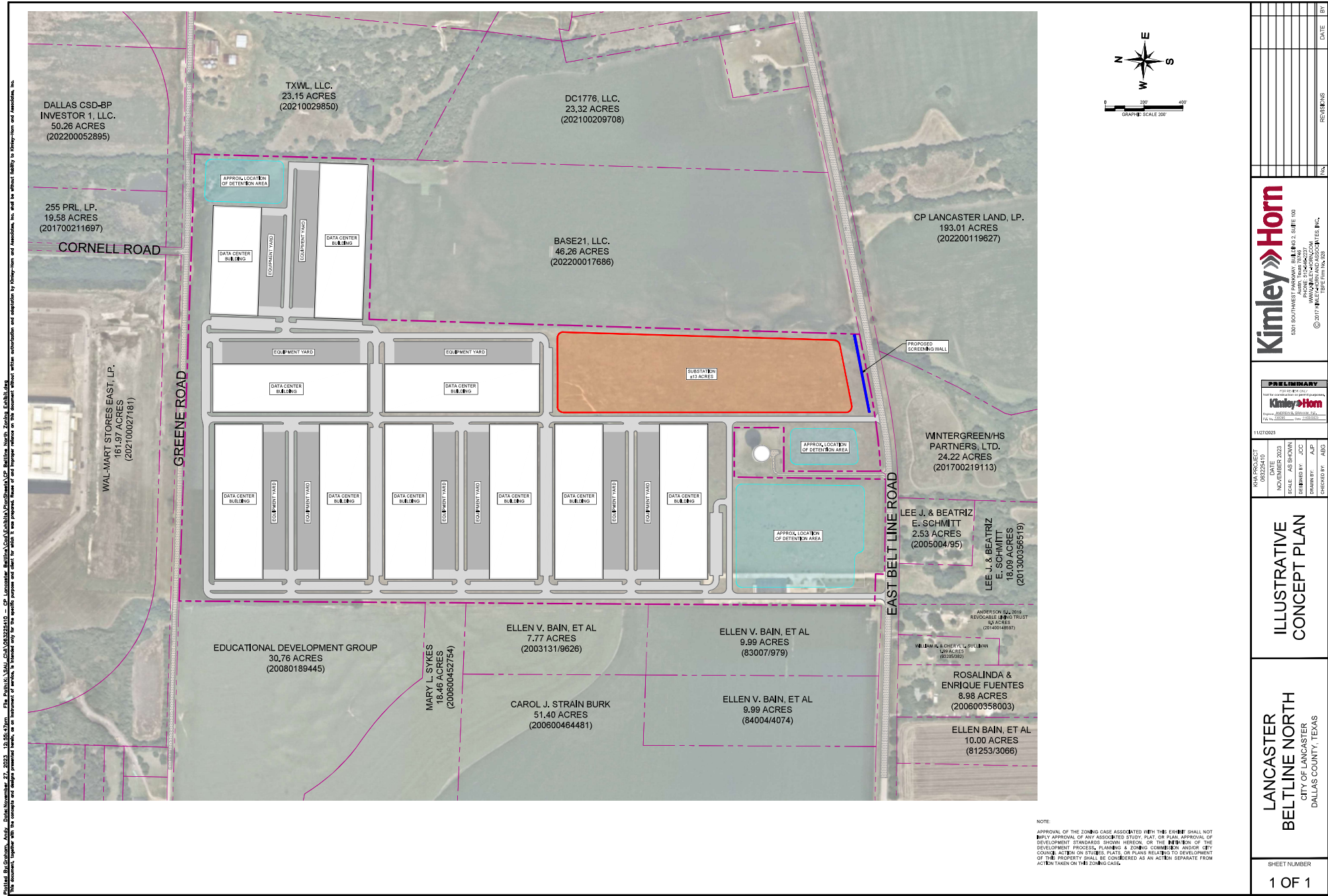
PRIME POINTE
SOUTHERN DALLAS COUNTY

PRIME POINTE
LAND EXHIBIT

SCALE:	AS SHOWN
DESIGNED BY:	KHA
DRAWN BY:	CAL
CHECKED BY:	DFG
DATE:	JANUARY 2024
KHA PROJ. NO.	064450701

EX-B

Exhibit C Concept Plan



DATE		BY
REVISED		
NO.		
PROJECT		
DATE		
NOVEMBER 2023		
SCALE AS SHOWN		
DRAWN BY JCC		
CHECKED BY ABG		
PROJECT NO. 11070203		
PROJECT NAME		
ILLUSTRATIVE CONCEPT PLAN		
PROJECT LOCATION		
LANCASTER NORTH BELTLINE NORTH		
CITY OF LANCASTER		
DALLAS COUNTY, TEXAS		
SHEET NUMBER		
1 OF 1		

MINUTES

PLANNING AND ZONING COMMISSION REGULAR MEETING OF MARCH 5th, 2024

The Planning and Zoning Commission of Lancaster, Texas, met in a Regular Meeting in the Council Chambers of City Hall on March 5th, 2024, at 7:01 p.m. with a quorum present to-wit:

Commissioners Present:

Taryn Walker, Vice Chair
Lawrence Prothro
Spencer Hervey
Shandra Betts, Alternate

Commissioners Absent:

City Staff Present:

Carey Neal, Deputy City Manager
Gregory Carrell, Assistant to the City Manager
Vicki Coleman, Director of Development Services
Nyliah Acosta, Assistant Director of Development Services
Kim Haynie, Senior Planner

Call to Order

Commissioner Walker called the meeting to order at 7:01 p.m. on March 5th, 2024.

Public Testimony:

At this time, citizens who have pre-registered before the call to order will be allowed to speak on consent or action items on the agenda, with the exception of public hearings, for a length of time not to exceed three minutes. 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.

Omar Sebita, 111 Lonestar Avenue, Venus, Tx, 76084, did not speak, but was in favor of item 2.

Jeremy Featherston, 1830 Riverway Lane, Lancaster, Tx, 75146, spoke in favor of item 6.

Dan Grant, 2600 N Central Expressway, Suite 400, Richardson, Tx, 75080, spoke in favor of item 7.

Diana Resendiz, 114 S. Ellis St, Lancaster, Tx, 75146, did not speak, but was in favor of item 8.

Kimberley Dorman, 800 Truman Circle, Lancaster, Tx, 75146, did not speak, but was in favor of item 10.

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 Commission 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 Planning and Zoning Commission Regular Meeting held on February 6, 2024.**
- 2. PS24-9 Discuss and consider a Final Plat to create Lot 1, Block 1, of the Cedar Shell Phase Two Addition, being a 1.054 acre tract, addressed as 2665 N. Dallas Avenue, City of Lancaster, Dallas County, Texas.**
- 3. PS24-21 Discuss and consider a Final Plat to create Lot 1, Block 1, out of the North Jefferson Industrial Park Addition, being a 3.861 acre tract, addressed as 500 N. Jefferson Street, City of Lancaster, Dallas County, Texas.**
- 4. PS24-22 Discuss and consider a Final Plat to create Lot 1, Block 1, being a 3.905 tract of land, a portion of Block 69, Original Town of Lancaster, Roderick Rawlins Headright Survey, Abstract No. 1223, addressed as 600 and 616 N. Jefferson Street, City of Lancaster, Dallas County, Texas.**

MOTION: Commissioner Prothro made a motion to approve the consent agenda, seconded by Commissioner Hervey. The vote was cast 4 for, 0 against.

ACTION:

- 5. PS24-16 Discuss and consider a Preliminary Plat to create Lot 1, Block 1, being a 1.25 acre tract, being in the Arthur Eldridge Abstract 449, addressed as 180 S. Bluegrove Rd., City of Lancaster, Dallas County, Texas.**

Senior Planner, Kim Haynie, gave a presentation.

MOTION: Commissioner Prothro made a motion to approve item 5, seconded by Commissioner Hervey. The vote was cast 4 for, 0 against.

- 6. PS24-17 Discuss and consider a Replat of lots 9 and 10, to one (1) lot, out of the James Hunter Survey, Abstract Number 557 and in the Arthur Eldridge Survey, Abstract No. 449, being 1.060 acres, addressed as 1830 Riverway Lane, City of Lancaster, Dallas County, Texas.**

Senior Planner, Kim Haynie, gave a presentation.

Jeremy Featherston, 1830 Riverway Ln, Lancaster, TX, 75146, spoke in support of item 6.

MOTION: Commissioner Prothro made a motion to approve item 6, seconded by Commissioner Hervey. The vote was cast 4 for, 0 against.

- 7. PS24-18 Discuss and consider a preliminary plat to create Lots 1 and 2, Block A, out of the Lancaster Silver Addition, being 4.2778 acres out of the John Little Survey, Abstract No. 768 and the E.D. Little Survey, Abstract No. 787, addressed as**

2900 Van Road, City of Lancaster, Dallas County, Texas.

Assistant Director Services, Nyliah Acosta, gave a presentation.

Dan Grant, 2600 N Central Expressway, Richardson, TX spoke in favor of item 7.

MOTION: Commissioner Prothro made a motion to deny item 7, seconded by Commissioner Betts. The vote was cast 4 for, 0 against.

8. PS24-19 Discuss and consider a Preliminary Plat to create Lot 2R, Block 92A, out of the J.T. Ellis' Addition, addressed as 114 S. Ellis Street, City of Lancaster, Dallas County, Texas

Senior Planner, Kim Haynie, gave a presentation.

Luke Keeton, 2033 Dalworth, Grand Prairie, Tx, 75050, spoke in favor of item 8 and 9.

MOTION: Commissioner Hervey makes a motion to approve item 8, seconded by Commissioner Prothro. The vote was cast 4 for, 0 against.

9. PS24-20 Discuss and consider a Final Plat to create Lot 2R, Block 92A, of the J.T. Ellis' Addition, being a 0.169 acre tract, addressed as 114 S. Ellis Street, City of Lancaster, Dallas County, Texas.

Senior Planner, Kim Haynie, gave a presentation.

MOTION: Commissioner Prothro made a motion to approve item 9, seconded by Commissioner Hervey. The vote was cast 4 for, 0 against.

10. PS24-23 Discuss and consider a Preliminary Plat to create Lots to create Lots 1 and 2, Block A, being 1.420 acres, of the Arthur Eldridge Survey, Abstract No. 449, addressed as 800 Truman Circle, City of Lancaster, Dallas County, Texas.

Senior Planner, Kim Haynie, gave a presentation.

MOTION: Commissioner Hervey made a motion to approve item 10. Seconded by Commissioner Betts. The vote was cast 4 for, 0 against.

11. PS24-24 Discuss and consider a Preliminary Plat to create Lots 1 and 2, Block 2, out of Eastside Acres, being a .034 acre tract, addressed as 608 Pierson Street, City of Lancaster, Dallas County, Texas.

Senior Planner, Kim Haynie, gave a presentation.

MOTION: Commissioner Hervey made a motion to approve item 11. Seconded by Commissioner Walker. The vote was cast 3 for, 1 against. (Prothro against)

12. PS24-25 Discuss and consider a Preliminary Plat to create Lot 1 Block 1, out of the Castillo Ranch addition being 5.94 acres out of the C.H. Bernard Survey

Abstract No. 128, addressed as 2645 Bear Creek Road, City of Lancaster, Dallas County, Texas.

Assistant Director Services, Nyliah Acosta, gave a presentation.

MOTION: Commissioner Prothro made a motion to approve item 12. Seconded by Commissioner Hervey. The vote was cast 4 for, 0 against.

13. PS24-27 Discuss and consider a Final Plat to create lots 1 and 2, Block 2, out of Eastside Acres, being a .034 acre tract, addressed as 608 Pierson Street, City of Lancaster, Dallas County, Texas.

Senior Planner, Kim Haynie, gave a presentation.

MOTION: Commissioner Walker made a motion to approve item 13. Seconded by Commissioner Hervey. The vote was cast 3 for, 1 against. (Prothro against)

PUBLIC HEARING:

14. M24-19 Conduct a public hearing and consider a request to amend the 2020 Master Thoroughfare Plan of the City of Lancaster's Comprehensive Plan to delete a segment of Cornell Road between Belt Line Road and Green Road.

Assistant Director of Development Services, Nyliah Acosta, gave a presentation.

Commissioner Walker opened the Public Hearing.

Dan Grant, 2600 N Central Expressway, Richardson, TX spoke in favor of item 14.

MOTION: Commissioner Prothro made a motion to close the public hearing, seconded by Commissioner Hervey. The vote was cast 4 for, 0 against.

MOTION: Commissioner Prothro made a motion to approve item 14. Seconded by Commissioner Hervey. The vote was cast 4 for, 0 against.

ADJOURNMENT:

MOTION: Commissioner Prothro made a motion to adjourn, seconded by Commissioner Hervey. The vote was 4 for, 0 against.

The meeting was adjourned at 7:42 PM.

ATTEST:

APPROVED

Planning and Zoning Commission

March 5, 2024

Page 5 of 5

Vicki Coleman, Director of Development Services

Temika Whitfield, Chair

CITY OF LANCASTER CITY COUNCIL

City Council Regular Meeting

4.

Meeting Date: 03/25/2024

Policy Statement: This request supports the City Council 2023-2024 Policy Agenda

Goal(s): Quality Development

Submitted by: Nyliah Acosta, Assistant Director of Development Services

Agenda Caption:

Discuss and consider an appeal of the denial of a Preliminary Plat proposed to create Lots 1, 2 and 3, Block A, out of the Lancaster Gold Addition, being 33.0807 acres of land situated in the M.H. Lavender Survey, Abstract No. 766, John Little Survey, Abstract No. 768, E.D. Little Survey, Abstract No. 787, City of Lancaster, Dallas County, Texas.

Background:

1. **Location and Size:** The proposed lots are located west of the intersection of Sunrise Road and Van Road and are 33.0807 acres in size.
2. **Current Zoning:** The subject property is currently zoned Planned Development (PD) and Lanport Overlay.
3. **Adjacent Properties:**
 - North:** Agricultural Open (AO), Lanport Overlay - Undeveloped Land
 - South:** Wilmer ETJ - Undeveloped Land
 - East:** Wilmer ETJ - Undeveloped Land
 - West:** Agricultural Open (AO), Lanport Overlay - Undeveloped Land
4. **Comprehensive Plan:** The Future Land Use Plan of the Comprehensive Plan identifies this site as Aviation. The lots are proposed to be used for a private drainage channel and rights-of-way, which is not a land use.

5. **Case History:**

Date	Body	Action
02/06/2024	P&Z	PS24-13 Gold Addition Preliminary Plat Denied
12/05/2022	CC	M22-33 Sunrise Rd Realignment MTP Request Approved
12/05/2022	CC	M22-32 Development Agreement Approved
12/05/2022	CC	M22-18 MTP Request Approved
12/05/2022	CC	Z22-09 AO to PD Approved with 20% open space
11/14/2022	CC	M22-32 Development Agreement Tabled to 12/05/2022 CC
11/14/2022	CC	M22-18 MTP Request Tabled to 12/05/2022 CC
11/14/2022	CC	Z22-09 AO to PD Tabled to 12/05/2022 CC
10/04/2022	P&Z	M22-33 Sunrise Rd Realignment MTP Request P&Z Recommended Approval

09/06/2022	P&Z	M22-18 MTP Request Recommended Approval of MTP Request
09/06/2022	P&Z	Z22-09 AO to PD Recommended approval of AO to PD with 20% open space
08/02/2022	P&Z	M22-18 MTP Request Tabled to 09/06/2022 P&Z
08/02/2022	P&Z	Z22-09 AO to PD Tabled to 09/06/2022 P&Z
06/07/2022	P&Z	M22-18 MTP Request Tabled to 08/02/2022 P&Z
06/07/2022	P&Z	Z22-09 AO to PD Tabled to 08/02/2022 P&Z
01/28/2008	CC	Lanport Overlay Adopted

Operational Considerations:

Section 16.02(c)(iv) of the Lancaster Development Code (LDC) states, "the decision of the Planning and Zoning Commission may be appealed to the City Council, whose determination shall be final". The aforementioned language in the LDC allows applicants to appeal the denial of preliminary plats from Planning and Zoning Commission to City Council.

In addition, Section 247.006 of the Texas Local Government Code states (a) "a person may appeal to the governing body of a political subdivision:

(1) a decision to conditionally approve or disapprove a development document made by the regulatory authority for the political subdivision or a person authorized by Section 247.002(a) to perform the review of the document; or

(2) a decision regarding a development inspection conducted by the regulatory authority or a person authorized by Section 247(b)

(b) A person must file an appeal under this section not later than the 15th day after the date the decision being appealed is made.

(c) If the governing body hearing the appeal does not affirm the decision being appealed by a majority vote on or before the 60th day after the date the appeal is filed:

(1) the development document that is the subject of the appeal is considered approved; or

(2) the development inspection that is the subject of the appeal is waived.

The Lancaster Gold Addition preliminary plat does not meet the following requirements as specified by the following sections of the City of Lancaster Development Code Subdivision Design and Improvements:

1. **Section 16.01(n)(i) Site Considerations** states, "all land proposed for platting and/or development shall be suitable for development as determined by the City. All development shall be carried out in conformity with the plans as finally approved by the City". The proposed lots are not suitable for development as they do not demonstrate they are buildable. Lot 1, (being 28.5286 acres), is proposed to be entirely used as a private drainage channel. Lot 2, (being 3.1096 acres), is proposed to be entirely used for right-of-way. Lot 3, (being 1.4425 acres), is proposed to be entirely used for right-of-way. The use of the lots is intended for private infrastructure and right-of-way; as such, the lots are unbuildable and unsuitable for development.
2. **Section 16.02(b)(xi) Preliminary Plan Review - Application Requirements** states, "existing boundary or adjacent streets, alleys and rights-of-way and boundaries of right-of-way dedication indicated by a medium weight solid line, intermittent with two dashed lines". This plat does not dedicate any right-of-way to Sunrise Road.
3. **Section 16.12(d) Storm Water** states that: "no plat shall be approved unless the project meets the minimum requirements herein for control of the quantity of storm water runoff to the benefit of both future owners of property within the subdivision and other lands within the watershed as determined by the City". (emphasis added). In this case, as noted in more detail in items # 4-5, *infra*, the effect on the "other lands within the watershed" is unclear as the drainage infrastructure appears to be designed for a watershed area which has not been communicated to the City and appears to be far in excess of the 100-yr flood design standard.
4. **Section 16.12 (d)(i)(D) Stormwater General Requirements** states, "it shall be the responsibility of

the applicant to design and construct a system for the collection and conveyance of all storm water run-off flowing onto and generated within the subdivision in accordance with.... established engineering practices". On the plat, the proposed channel is to accommodate far more drainage than what is being proposed for The Data District within the City of Lancaster. The oversizing in excess of the 100-yr flood requirements appears to deviate from established engineering practices, and requests for supporting calculations and data by the City Engineer have been rejected. Thus, the plat does not appear at this time to conform to established engineering practices.

5. **Section 16.12(d)(ii)(A) Basic Design Objectives** states, "in general, the storm water management system shall be designed and constructed in accordance with the adopted Storm Water Ordinance and Design Manual and in a manner that promotes the development of a network of both natural and built drainage ways throughout the community and so as to:".

(1) retain natural floodplains in a condition that minimizes interference with floodwater conveyance, floodwater storage,..and ground and surface water;

(4) ensure that corrective works are consistent with the overall goals of the City;

(5) minimize erosion and sedimentation problems . . .

(12) Preserve natural drainage patterns so as to prevent erosion .. .and attenuate the harm of contaminants collected and transported by groundwater.

In this case, the effect on floodwater conveyance, storage, erosion and sedimentation is not fully understood because of the extreme oversizing of the proposed drainage. The overall goals of the City in terms of stormwater improvements are to provide proportional drainage facilities in accordance with a 100-year flood design standard; the existing plat appears to effect drainage for a watershed far in excess of the plat area. In addition, the effect on natural drainage patterns appears to be far in excess of what would be needed for a 100-yr flood design standard.

6. **Section 16.12(d)(iii)(C) General Design Requirements** imposes a duty "to preserve the use of land and to improve the quality of aesthetics along streets and roads, no open storm water detention facility shall be located within the front street yard or exterior side yard of a property fronting, siding or backing to an Interstate or any arterial unless determined by the Director and City Engineer that placing such detention underground is technically unfeasible. . . .Above-ground detention visible from a public street shall receive heightened landscaping to screen such as determined by the Director, unless it is created and improved as an open space amenity, as approved by the Director".

(emphasis added). In this case, the plat contains an open storm water detention facility backing to an arterial road, and no heightened landscaping or screening has been provided in the plat.

7. **Section 16.12(d)(iv)(A) General Requirements** states, "where a subdivision is traversed by a watercourse, drainage way, channel or stream, a storm water easement or drainage right-of-way shall be provided that conforms substantially with the contours of such watercourse. Additional width may be required for necessary flood control measures. The minimum requirements for such easements shall be based on the 100-year flood. When parking lots or other approved use areas serve a dual function, including detention, those areas shall be designated on the plat or plan as detention areas. The drainage shall, at a minimum, be maintained by an open channel with landscaped banks having adequate width to contain the volume of flow generated by the design storm under ultimate development conditions, unless otherwise required herein". (emphasis added).

In this case, the City Engineer has determined that the ultimate development conditions, using a 100-year flood standard, impose a drainage channel dimension of approximately 60 feet, with a depth of approximately 10-15 feet. The proposed channel and detention plans submitted by the applicant illustrate a 200-foot-wide channel, with a depth of up to 60 feet that has been designed with orders of magnitude in excess of the 100-yr DD. When asked to provide supporting information to allow engineering analysis or explanation of the over-sizing, the applicant has failed to respond. As noted above, the "other lands within the watershed," have not been defined by the applicant. These conditions appear not to "conform substantially" to the contours of the existing and ultimate development watercourse traversing the plat tract, and without additional information explaining the design far in excess of the 100-year flood area, the plat fails to meet this requirement.

Public Information Considerations:

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

Recommendation:

Staff recommends denial of the preliminary plat.

Attachments

Location Map

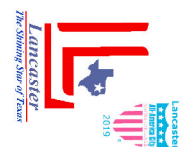
Preliminary Plat

Reasons For Denial

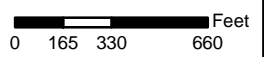
Appeal Letter

February 6, 2024 P&Z Draft Minutes

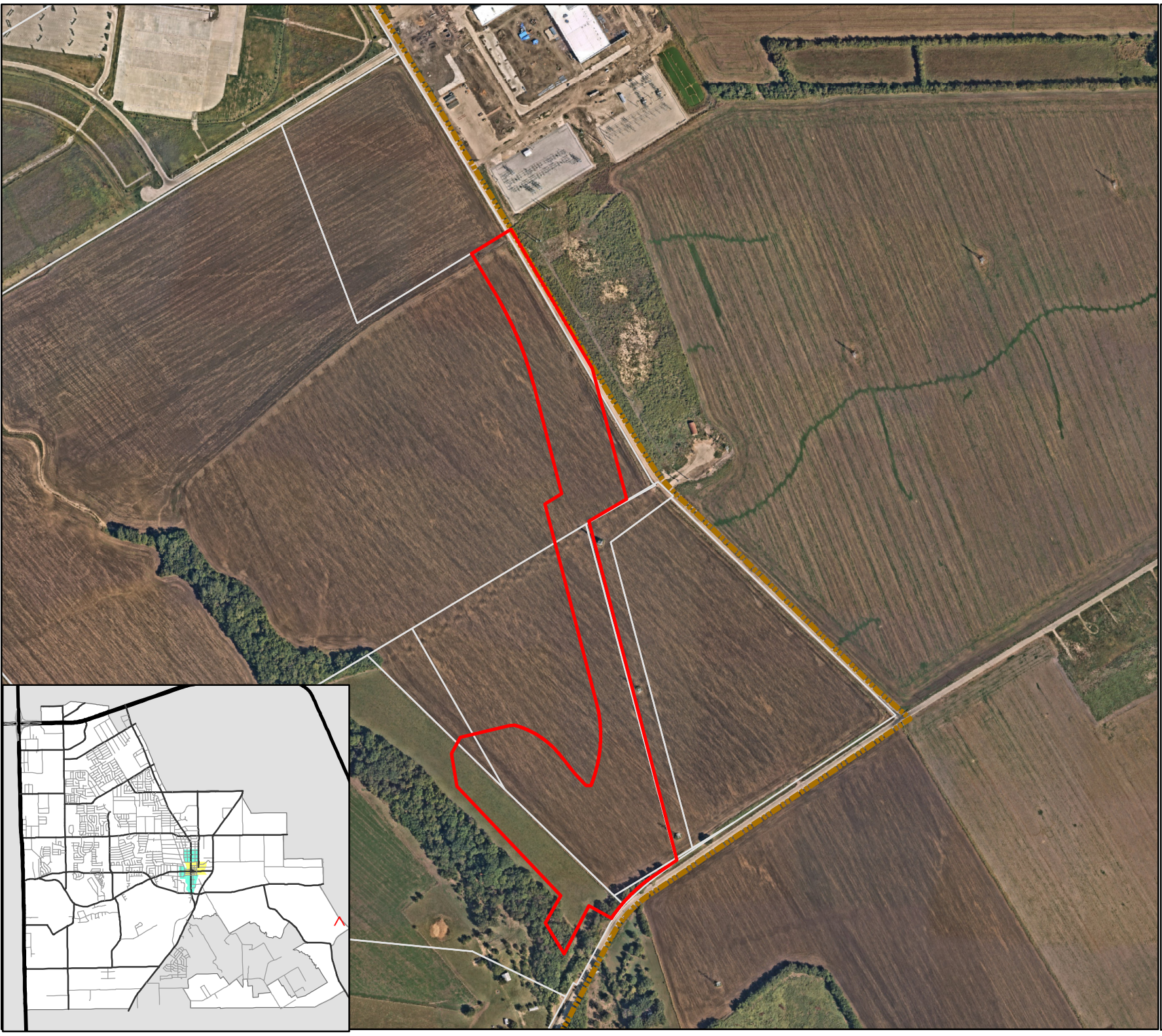
City of Lancaster Lancaster Gold Addition Zoned: AO LANPORT overlay

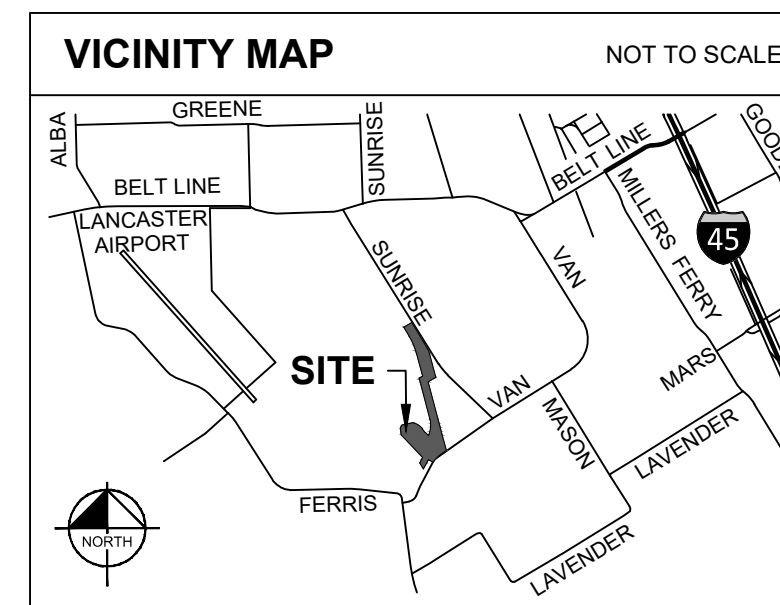
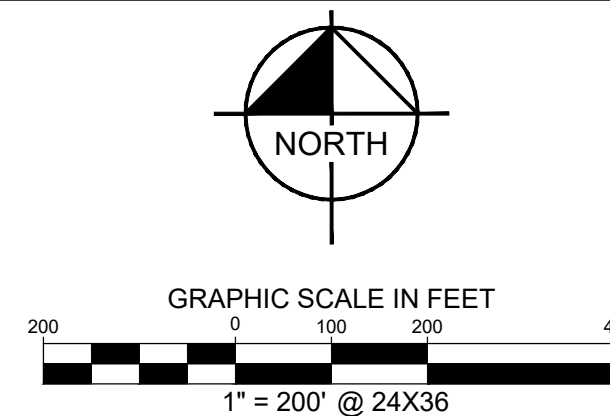


DISCLAIMER / LIMITATION OF LIABILITY
The information on this map is provided by the City of as a public service. We are continually updating the data in order to provide the most accurate information possible. Such information is intended for reference only. The City of Lancaster does not guarantee the accuracy of the information, data or maps. All information is provided "As-Is" without warranty of any kind.



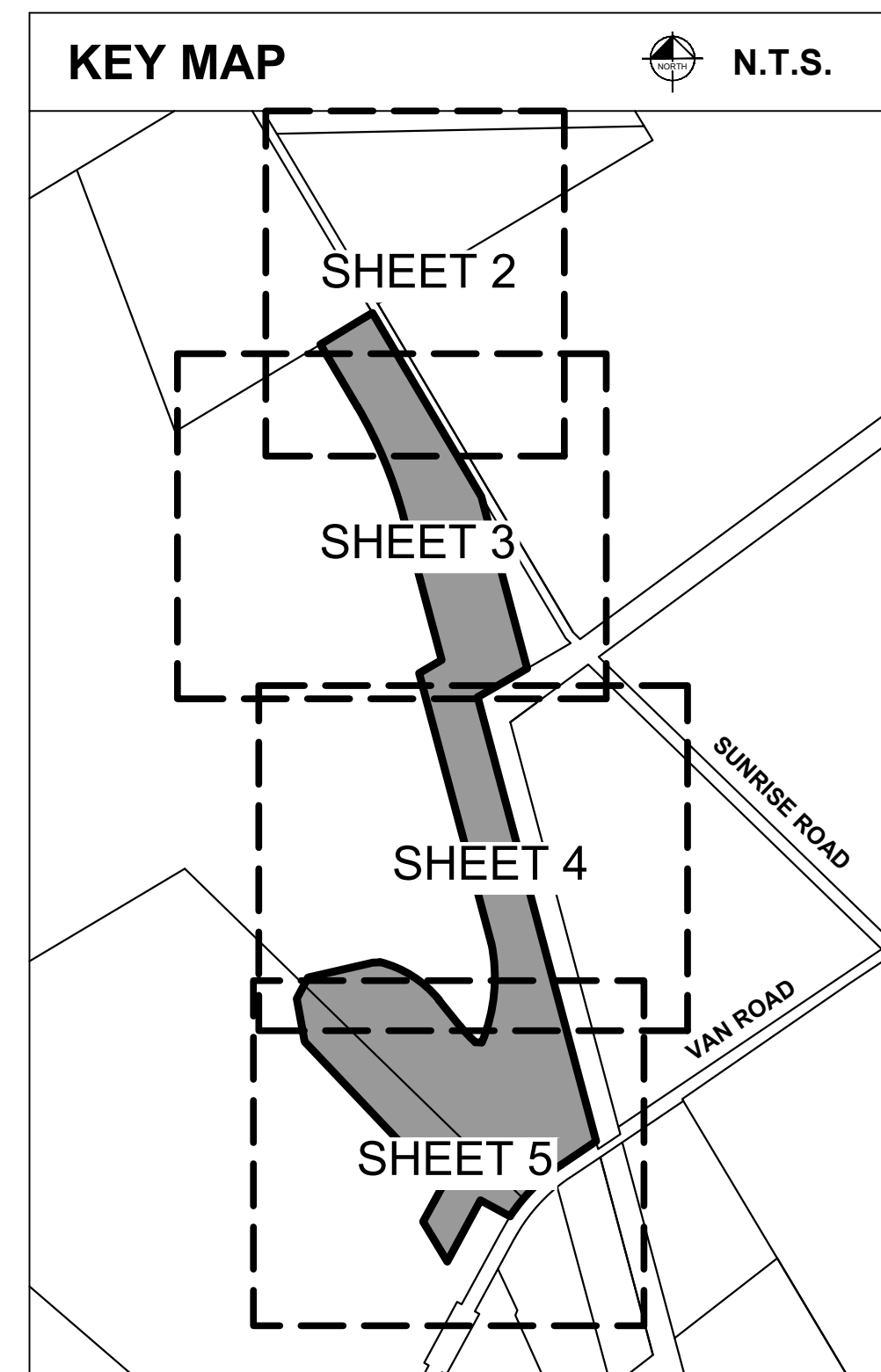
Date: 1/11/2024





NOTES:

1. Bearings based on the State Plane Coordinate System, Texas North Central Zone 4202, North American Datum of 1983. Adjustment Realization 2011.
2. According to Federal Emergency Management Agency's Flood Insurance Rate Map No. 48113C0655K, for Dallas County, Texas and incorporated areas, dated July 7, 2014, this property is located within Zone X (unshaded), defined as "Areas determined to be outside the 0.2% annual chance floodplain." If this site is not within an identified special flood hazard area, this flood statement does not imply that the property and/or the structures thereon will be free from flooding or flood damage. On rare occasions, greater floods can and will occur and flood heights may be increased by man-made or natural causes. This flood statement shall not create liability on the part of the surveyor.
3. All corners are a 5/8" iron rod with red plastic cap stamped "KHA" set unless otherwise shown.
4. The division of any lot or any parcel of land by the use of metes and bounds description for the purpose of development is prohibited.






CASE NO. PS24-13
PRELIMINARY PLAT
LANCASTER GOLD ADDITION
LOTS 1,2 AND 3, BLOCK A
33.0807 ACRES OF LAND SITUATED IN THE
M.H. LAVENDER SURVEY, ABSTRACT NO. 766
JOHN LITTLE SURVEY, ABSTRACT NO. 768
E.D. LITTLE SURVEY, ABSTRACT NO. 787
CITY OF LANCASTER, DALLAS COUNTY, TEXAS

Kimley»»Horn

13455 Noel Road, Two Galleria Office
 Tower, Suite 700, Dallas, Texas 75240 FIRM # 10115500
 Tel. No. (972) 770-1300
 Fax No. (972) 239-3820

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 200'	AEL	DJD	JAN. 2024	064583800	1 OF 6

LEGEND	
	GUY ANCHOR
	GUY ANCHOR POLE
	UTILITY POLE
IRSC	5/8" IRON ROD WITH RED PLASTIC CAP STAMPED "KHA" SET
IRFC	5/8" IRON ROD WITH RED PLASTIC CAP STAMPED "KHA" FOUND
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCING
R.O.W.	RIGHT-OF-WAY
INST. NO.	INSTRUMENT NUMBER
O.P.R.D.C.T.	OFFICIAL PUBLIC RECORDS DALLAS COUNTY, TEXAS

LINE TYPE LEGEND	
---	BOUNDARY LINE
---	ADJOINER BOUNDARY LINE
---	EASEMENT LINE
---	ABSTRACT LINE
---	UNDERGROUND GAS LINE
---	OVERHEAD UTILITY LINE

LOT	LOT WIDTH	LOT DEPTH	LOT SIZE	PROPOSED USE
LOT 1	1530.85'	200'	28,5286 ACRES 1,242,705 SQ. FT.	DRAINAGE
LOT 2	1523.86'	104.71'	3,1096 ACRES 135,455 SQ. FT.	RIGHT-OF-WAY
LOT 3	405.25'	95.35'	1,4425 ACRES 62,837 SQ. FT.	RIGHT-OF-WAY

PRELIMINARY PLAT - OVERVIEW MAP
SEE SHEETS 2 THROUGH 5 FOR DETAILS

2	SUBMISSION DATE: JAN. 24, 2024
1	SUBMISSION DATE: JAN. 8, 2024
No.	SUBMITTAL LOG

CALLLED 244.120 ACRES
WALMART
FULFILLMENT
SERVICES, LLC
INST. NO. 202100028186
O.P.R.D.C.T.

P.O.C.
5/8" IRF

FUTURE RIGHT-OF-WAY
SUNRISE ROAD

CALLLED 12.436 ACRES
SDC DFV VIII, L.P.
INST. NO. 202200129295
O.P.R.D.C.T.
ZONING: LIGHT-INDUSTRIAL

TRACT 27A
ELECTRIC EASEMENT TO
QTS DALLAS I, LLC
INST. NO. 202300224194
O.P.R.D.C.T.

TRACT 17
WASTEWATER FACILITY
EASEMENT TO QTS
DALLAS I, LLC
INST. NO. 202300224207
O.P.R.D.C.T.

WASTEWATER EASEMENT
TO QTS DALLAS I, LLC
INST. NO. 202300224206
O.P.R.D.C.T.

TRACT 6A
WATER EASEMENT TO QTS
DALLAS I, LLC
INST. NO. 202300224205
O.P.R.D.C.T.

TRACT 24 FIBER
EASEMENT AGREEMENT
TO QTS DALLAS I, LLC
INST. NO. 202300224202
O.P.R.D.C.T.

TRACT 18
LIFT STATION
EASEMENT TO QTS
DALLAS I, LLC
INST. NO. 202300224208
O.P.R.D.C.T.

TRACT 25
TEMPORARY ACCESS
EASEMENT TO QTS
DALLAS I, LLC
INST. NO. 202300224201
O.P.R.D.C.T.

TRACT I
CALLLED 224.700 ACRES
SCHLACHTER REALTY, LTD.
INST. NO. 201300000170
O.P.R.D.C.T.
ZONING: NONE

EASEMENT TO SDC DFV VIII LP
INST. NO. 202200224321
O.P.R.D.C.T.
EASEMENT ASSIGNMENT TO ONCOR ELECTRIC
DELIVERY COMPANY, LLC
INST. NO. 202200255769
O.P.R.D.C.T.

TRACT 5B
DRAINAGE EASEMENT TO
TEXAS TRI-MODAL
MUNICIPAL UTILITY
DISTRICT NO. 2
INST. NO. 202300224198
O.P.R.D.C.T.

LOT 1, BLOCK A
28.5286 ACRES
1,242,705 SQ. FT.

LOT 2, BLOCK A
3.1096 ACRES
135,455 SQ. FT.

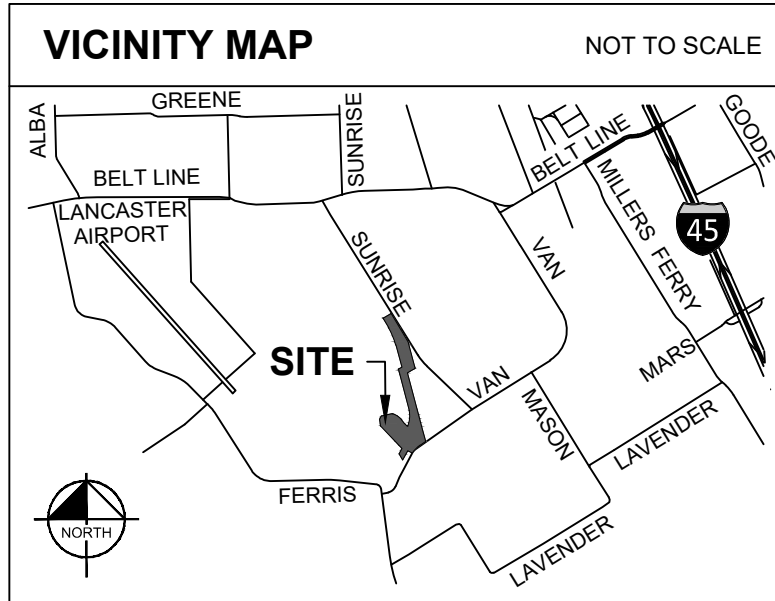
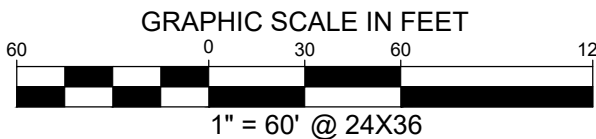
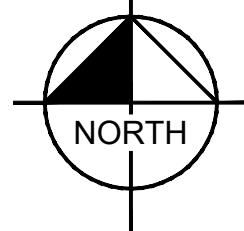
CALLLED 20.50 ACRES
"TRACT III"
SCHLACHTER REALTY LTD.
INST. NO. 201300000170
O.P.R.D.C.T.
ZONING: PD LANPORT
COMMERCE - ORDINANCE
NO. 2022-12-48

P.O.B.

LOT 1, BLOCK A
28.5286 ACRES
1,242,705 SQ. FT.

M. H. LAVENDER SURVEY,
ABSTRACT NO. 766

CALLLED 235.906 ACRES
SCHLACHTER REALTY, LTD
VOL. 2000182 PG. 3089
D.R.D.C.T.
ZONING: PD LANPORT
COMMERCE - ORDINANCE
NO. 2022-12-48

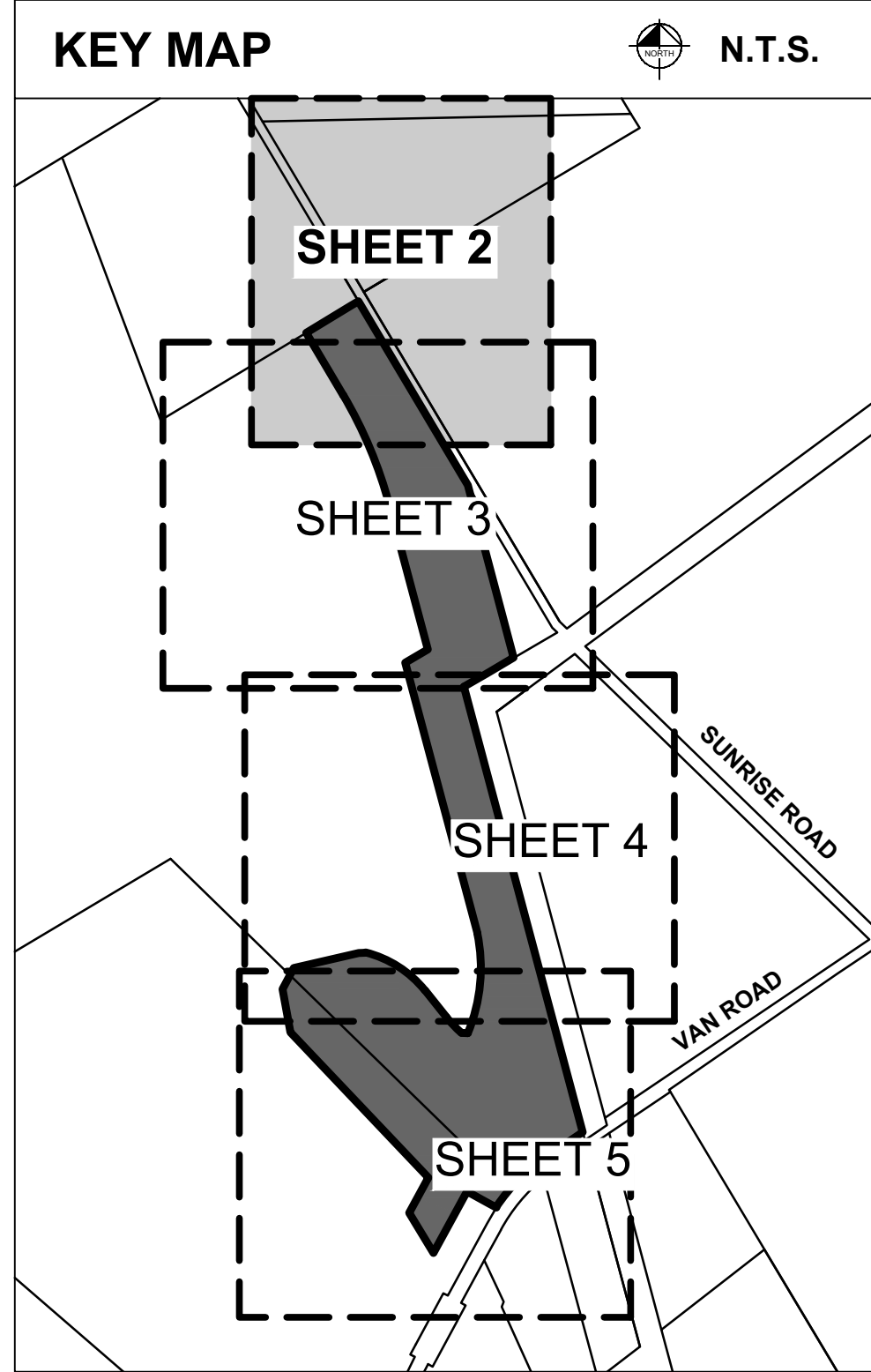


NOTES:

- Bearings based on the State Plane Coordinate System, Texas North Central Zone 4202, North American Datum of 1983. Adjustment Realization 2011.
- According to Federal Emergency Management Agency's Flood Insurance Rate Map No. 48113C0655K, for Dallas County, Texas and incorporated areas, dated July 7, 2014, this property is located within Zone X (unshaded) defined as "Areas determined to be outside the 0.2% annual chance floodplain." If this site is not within an identified special flood hazard area, this flood statement does not imply that the property and/or the structures thereon will be free from flooding or flood damage. On rare occasions, greater floods can and will occur and flood heights may be increased by man-made or natural causes. This flood statement shall not create liability on the part of the surveyor.
- All corners are a 5/8" iron rod with red plastic cap stamped "KHA" set unless otherwise shown.
- The division of any lot or any parcel of land by the use of metes and bounds description for the purpose of development is prohibited.

LINE TYPE LEGEND	
---	BOUNDARY LINE
---	ADJONER BOUNDARY LINE
---	EASEMENT LINE
---	ABSTRACT LINE
---	GAS
---	UNDERGROUND GAS LINE
---	OVERHEAD UTILITY LINE

LEGEND	
→	GUY ANCHOR
⊕	GUY ANCHOR POLE
⊕	UTILITY POLE
IRSC	5/8" IRON ROD WITH RED PLASTIC CAP STAMPED "KHA" SET
IRFC	5/8" IRON ROD WITH RED PLASTIC CAP STAMPED "KHA" FOUND
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCING
R.O.W.	RIGHT-OF-WAY
INST. NO.	INSTRUMENT NUMBER
OFFICIAL PUBLIC RECORDS	
O.P.R.D.C.T.	DALLAS COUNTY, TEXAS



CASE NO. PS24-13
PRELIMINARY PLAT
LANCASTER GOLD ADDITION
LOTS 1, 2 AND 3, BLOCK A
33.0807 ACRES OF LAND SITUATED IN THE
M.H. LAVENDER SURVEY, ABSTRACT NO. 766
JOHN LITTLE SURVEY, ABSTRACT NO. 768
E.D. LITTLE SURVEY, ABSTRACT NO. 787
CITY OF LANCASTER, DALLAS COUNTY, TEXAS

Kimley»Horn

13455 Noel Road, Two Galleria Office
Tower, Suite 700, Dallas, Texas 75240
Tel. No. (972) 770-1300
Fax No. (972) 239-3620

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 60'	AEL / MSM	DJD	JAN. 2024	064583800	2 OF 6

OWNER
SCHLACHTER REALTY, LTD
6211 WEST NORTHWEST HWY, SUITE 256
DALLAS, TEXAS 75225
CONTACT: MARC SCHLACHTER
PHONE: 214-532-0692
EMAIL: marc@shoebacca.com

ENGINEER
DAN GRANT, PE
KIMLEY-HORN AND ASSOCIATES, INC.
2600 N CENTRAL EXPY SUITE 400,
RICHARDSON, TEXAS 75050
PHONE: 214-617-0535
EMAIL: dan.grant@kimley-horn.com

SURVEYOR
DAVID J. DE WEIRDT, RPLS
KIMLEY-HORN AND ASSOCIATES, INC.
13455 NOEL ROAD, TWO GALLERIA OFFICE
TOWER, SUITE 700
DALLAS, TEXAS 75240
PH. 972-770-1300
dave.deweirdt@kimley-horn.com

2	SUBMISSION DATE: JAN. 24, 2024
1	SUBMISSION DATE: JAN. 8, 2024
No.	SUBMITTAL LOG

LEGEND	
	GUY ANCHOR
	GUY ANCHOR POLE
	UTILITY POLE
	5/8" IRON ROD WITH RED PLASTIC CAP STAMPED "KHA" SET
	P.O.B. POINT OF BEGINNING
	P.O.C. POINT OF COMMENCING
	R.O.W. RIGHT-OF-WAY
	INST. NO. INSTRUMENT NUMBER
	O.P.R.D.C.T. OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS

LINE TYPE LEGEND	
	BOUNDARY LINE
	ADJACENT BOUNDARY LINE
	EASEMENT LINE
	ABSTRACT LINE
	GAS
	OVERHEAD UTILITY LINE

CALLLED 235.906 ACRES
SCHLACHTER REALTY, LTD
VOL. 2000182 PG. 3089
D.R.D.C.T.
ZONING:PD LANPORT
COMMERCE - ORDINANCE
NO. 2022-12-48

OWNER
SCHLACHTER REALTY, LTD
8211 WEST NORTHWEST HWY, SUITE 256
DALLAS, TEXAS 75225
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PHONE: 214-532-0692
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dave.deweirdt@kimley-horn.com

M.H. LAVENDER SURVEY,
ABSTRACT NO. 766

LOT 1, BLOCK A
28.5286 ACRES
1,242,705 SQ. FT.

LOT 2, BLOCK A
3.1096 ACRES
135,455 SQ. FT.

LOT 1, BLOCK A
28.5286 ACRES
1,242,705 SQ. FT.

LOT 2, BLOCK A
3.1096 ACRES
135,455 SQ. FT.

CALLLED 235.906 ACRES
SCHLACHTER REALTY, LTD
VOL. 2000182 PG. 3089
D.R.D.C.T.
ZONING:PD LANPORT
COMMERCE - ORDINANCE
NO. 2022-12-48

CALLLED 5.37 ACRES
DALLAS POWER & LIGHT
COMPANY
VOL. 72127 PG. 991
D.R.D.C.T.

CALLLED 30.035 ACRES
SCHLACHTER REALTY, LTD
VOL. 2000182, PG. 3089
D.R.D.C.T.
ZONING:PD LANPORT COMMERCE -
ORDINANCE NO. 2022-12-48

SEE SHEET 2

SEE SHEET 4

M.W. SPENCER SURVEY,
ABSTRACT NO. 1287

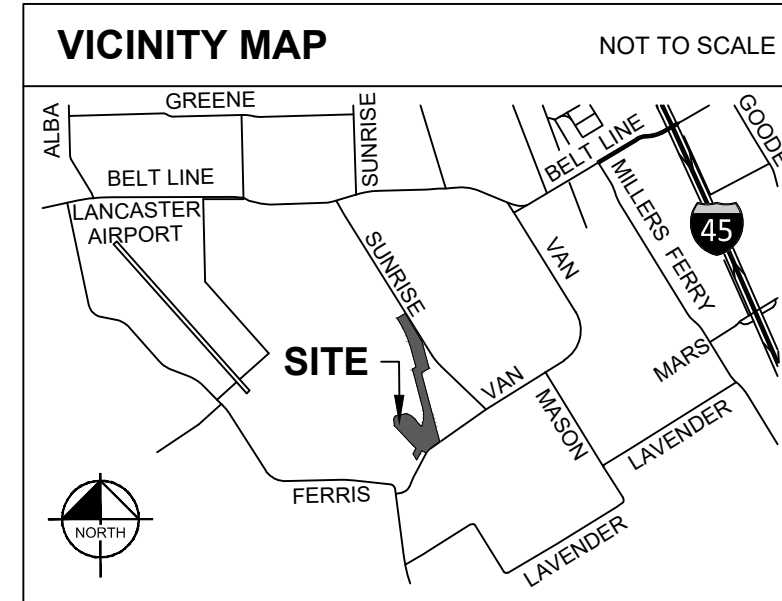
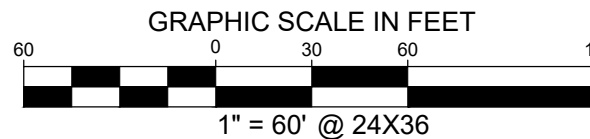
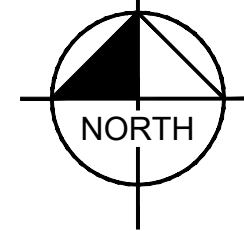
JOHN LITTLE SURVEY,
ABSTRACT NO. 768

TRACT I
CALLED 224.700 ACRES
SCHLACHTER REALTY, LTD.
INST. NO. 20130000170
O.P.R.D.C.T.
ZONING:NONE

EASEMENT TO SDC DFW VIII LP
INST. NO. 202200224321
O.P.R.D.C.T.
EASEMENT ASSIGNMENT TO ONCOR ELECTRIC
DELIVERY COMPANY, LLC
INST. NO. 202200205769
O.P.R.D.C.T.

TRACT 25
TEMPORARY ACCESS
EASEMENT TO QTS
DALLAS I, LLC
INST. NO. 202300224201
O.P.R.D.C.T.

EASEMENT TO SDC DFW VIII LP
INST. NO. 202200224321
O.P.R.D.C.T.
EASEMENT ASSIGNMENT TO ONCOR ELECTRIC
DELIVERY COMPANY, LLC
INST. NO. 202200205769
O.P.R.D.C.T.

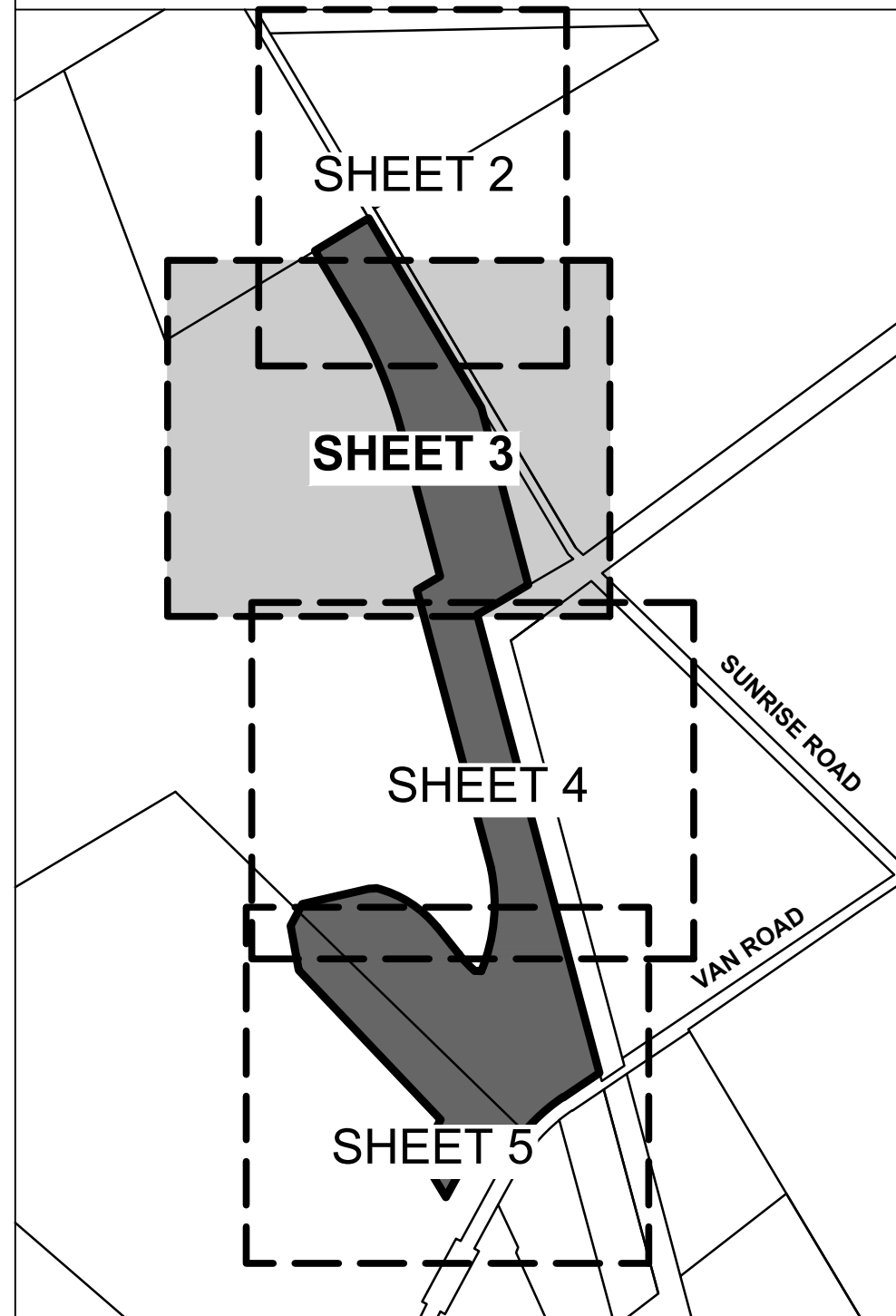


NOTES:

- Bearings based on the State Plane Coordinate System, Texas North Central Zone 4202, North American Datum of 1983, Adjustment Realization 2011.
- According to Federal Emergency Management Agency's Flood Insurance Rate Map No. 48113C0655K, for Dallas County, Texas and incorporated areas, dated July 7, 2014, this property is located within Zone X (unshaded) defined as "Areas determined to be outside the 0.2% annual chance floodplain." If this site is not within an identified special flood hazard area, this flood statement does not imply that the property and/or the structures thereon will be free from flooding or flood damage. On rare occasions, greater floods can and will occur and flood heights may be increased by man-made or natural causes. This flood statement shall not create liability on the part of the surveyor.
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KEY MAP

N.T.S.



CASE NO. PS24-13
PRELIMINARY PLAT
LANCASTER GOLD ADDITION
LOTS 1, 2 AND 3, BLOCK A
33.0807 ACRES OF LAND SITUATED IN THE
M.H. LAVENDER SURVEY, ABSTRACT NO. 766
JOHN LITTLE SURVEY, ABSTRACT NO. 768
E.D. LITTLE SURVEY, ABSTRACT NO. 787
CITY OF LANCASTER, DALLAS COUNTY, TEXAS

Kimley»Horn

13455 Noel Road, Two Galleria Office
Tower, Suite 700, Dallas, Texas 75240
FIRM # 10115500
Tel. No. (972) 770-1300
Fax No. (972) 239-3620

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 60'	AEL / MSM	DJD	JAN. 2024	064583800	3 OF 6

2	SUBMISSION DATE: JAN. 24, 2024
1	SUBMISSION DATE: JAN. 8, 2024
No.	SUBMITTAL LOG

LEGEND	
	GUY ANCHOR
	GUY ANCHOR POLE
	UTILITY POLE
IRSC	5/8" IRON ROD WITH RED PLASTIC CAP STAMPED "KHA" SET
IRFC	5/8" IRON ROD WITH RED PLASTIC CAP STAMPED "KHA" FOUND
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCING
R.O.W.	RIGHT-OF-WAY
INST. NO.	INSTRUMENT NUMBER
O.P.R.D.C.T.	OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS

LINE TYPE LEGEND	
	BOUNDARY LINE
	ADJOINER BOUNDARY LINE
	EASEMENT LINE
	ABSTRACT LINE
	GAS
	UNDERGROUND GAS LINE
	OVERHEAD UTILITY LINE

M.H. LAVENDER SURVEY,
ABSTRACT NO. 766
JOHN LITTLE SURVEY,
ABSTRACT NO. 768

CALLLED 235.906 ACRES
SCHLACHTER REALTY, LTD
VOL. 2000182 PG. 3089
D.R.D.C.T.
ZONING:PD LANPORT
COMMERCE - ORDINANCE
NO. 2022-12-48

LOT 1, BLOCK A
28.5286 ACRES
1,242,705 SQ. FT.

CALLLED 30.035 ACRES
SCHLACHTER REALTY, LTD
VOL. 2000182, PG. 3089
D.R.D.C.T.
ZONING:PD LANPORT COMMERCE -
ORDINANCE NO. 2022-12-48

TRACT 5B
DRAINAGE EASEMENT TO
TEXAS TRI-MODAL
MUNICIPAL UTILITY
DISTRICT NO. 2
INST. NO. 202300224198
O.P.R.D.C.T.

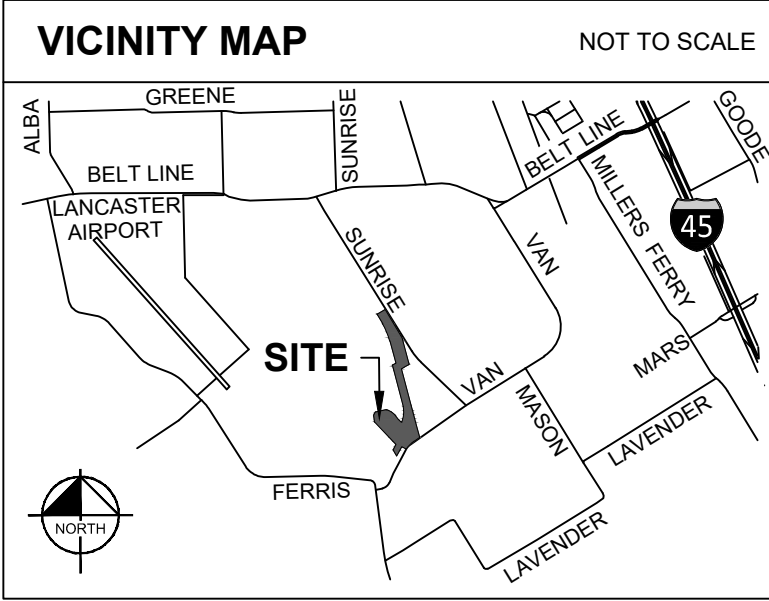
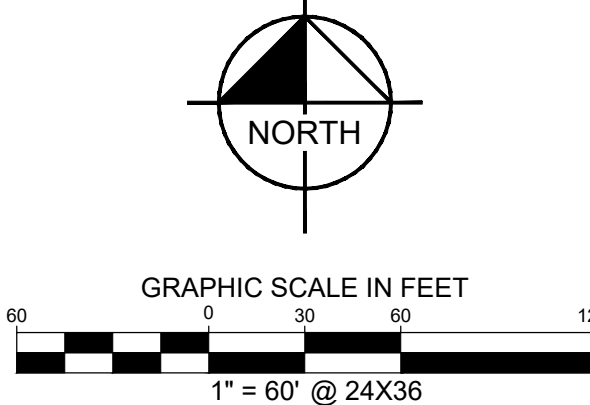
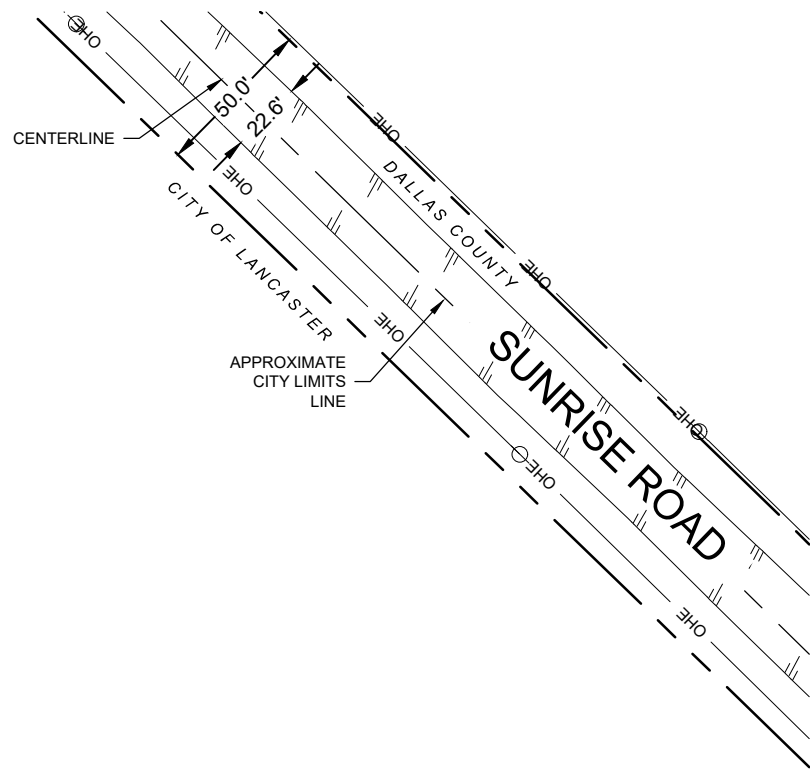
TRACT 5B
DRAINAGE EASEMENT TO
TEXAS TRI-MODAL
MUNICIPAL UTILITY
DISTRICT NO. 2
INST. NO. 202300224198
O.P.R.D.C.T.

LOT 1, BLOCK A
28.5286 ACRES
1,242,705 SQ. FT.

CALLLED 22.000 ACRES
SCHLACHTER REALTY, LTD.
INST. NO. 202200106539
O.P.R.D.C.T.
ZONING:PD LANPORT
COMMERCE - ORDINANCE
NO. 2022-12-48

SEE SHEET 3

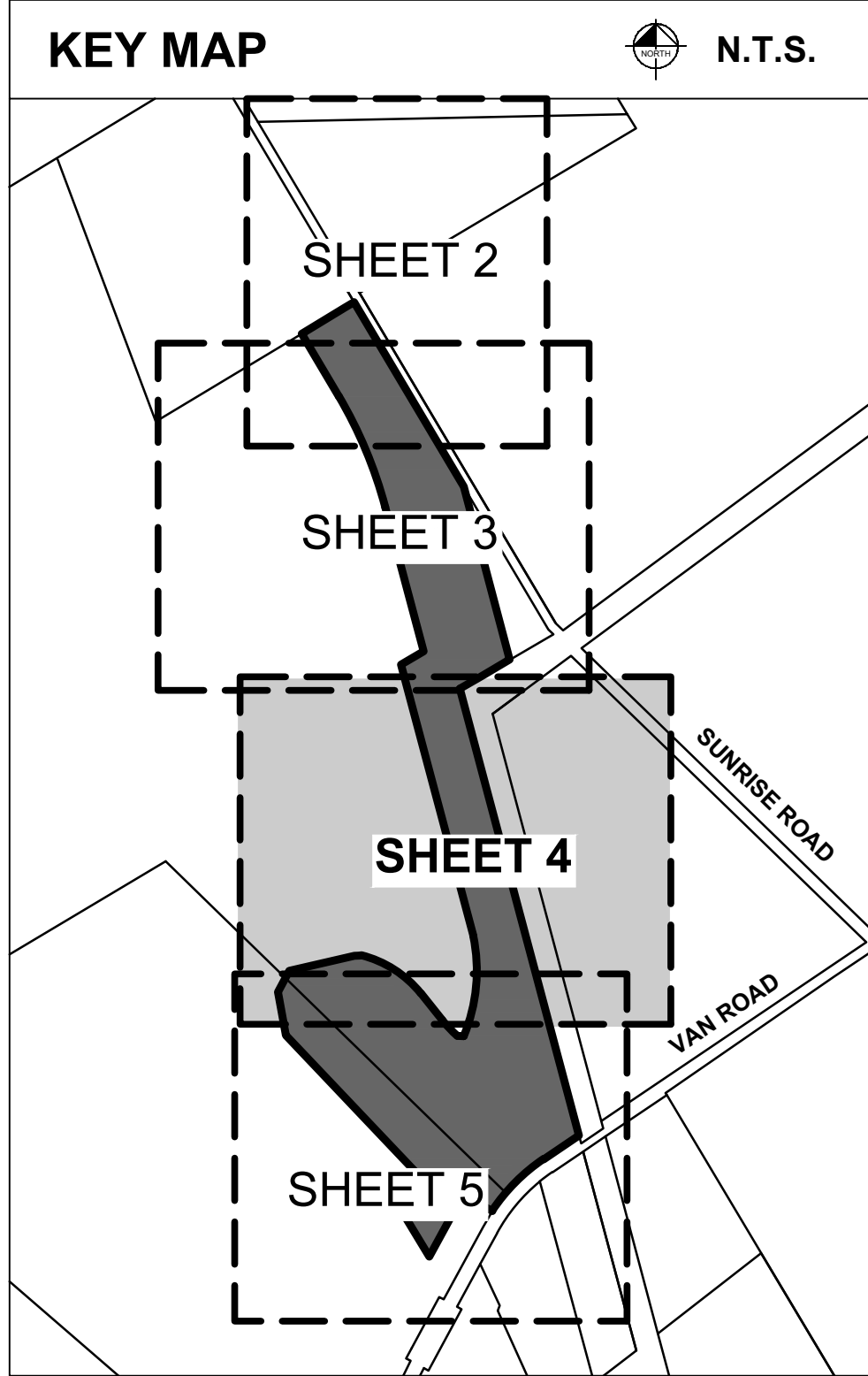
SEE SHEET 5



NOTES:

- Bearings based on the State Plane Coordinate System, Texas North Central Zone 4202, North American Datum of 1983. Adjustment Realization 2011.
- According to Federal Emergency Management Agency's Flood Insurance Rate Map No. 48113C0655K, for Dallas County, Texas and incorporated areas, dated July 7, 2014, this property is located within Zone X (unshaded) defined as "Areas determined to be outside the 0.2% annual chance floodplain." If this site is not within an identified special flood hazard area, this flood statement does not imply that the property and/or the structures thereon will be free from flooding or flood damage. On rare occasions, greater floods can and will occur and flood heights may be increased by man-made or natural causes. This flood statement shall not create liability on the part of the surveyor.
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KEY MAP



CASE NO. PS24-13
PRELIMINARY PLAT
LANCASTER GOLD ADDITION
LOTS 1, 2 AND 3, BLOCK A
33.0807 ACRES OF LAND SITUATED IN THE
M.H. LAVENDER SURVEY, ABSTRACT NO. 766
JOHN LITTLE SURVEY, ABSTRACT NO. 768
E.D. LITTLE SURVEY, ABSTRACT NO. 787
CITY OF LANCASTER, DALLAS COUNTY, TEXAS

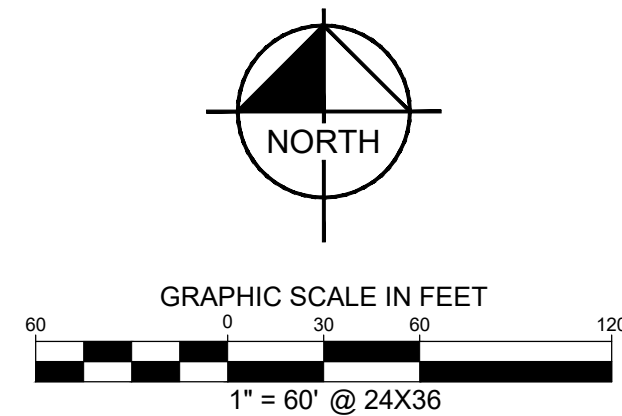
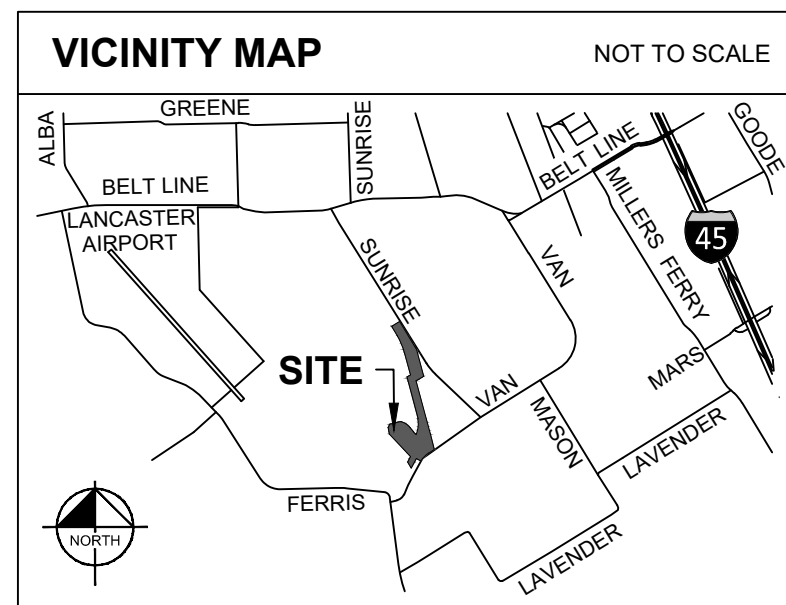
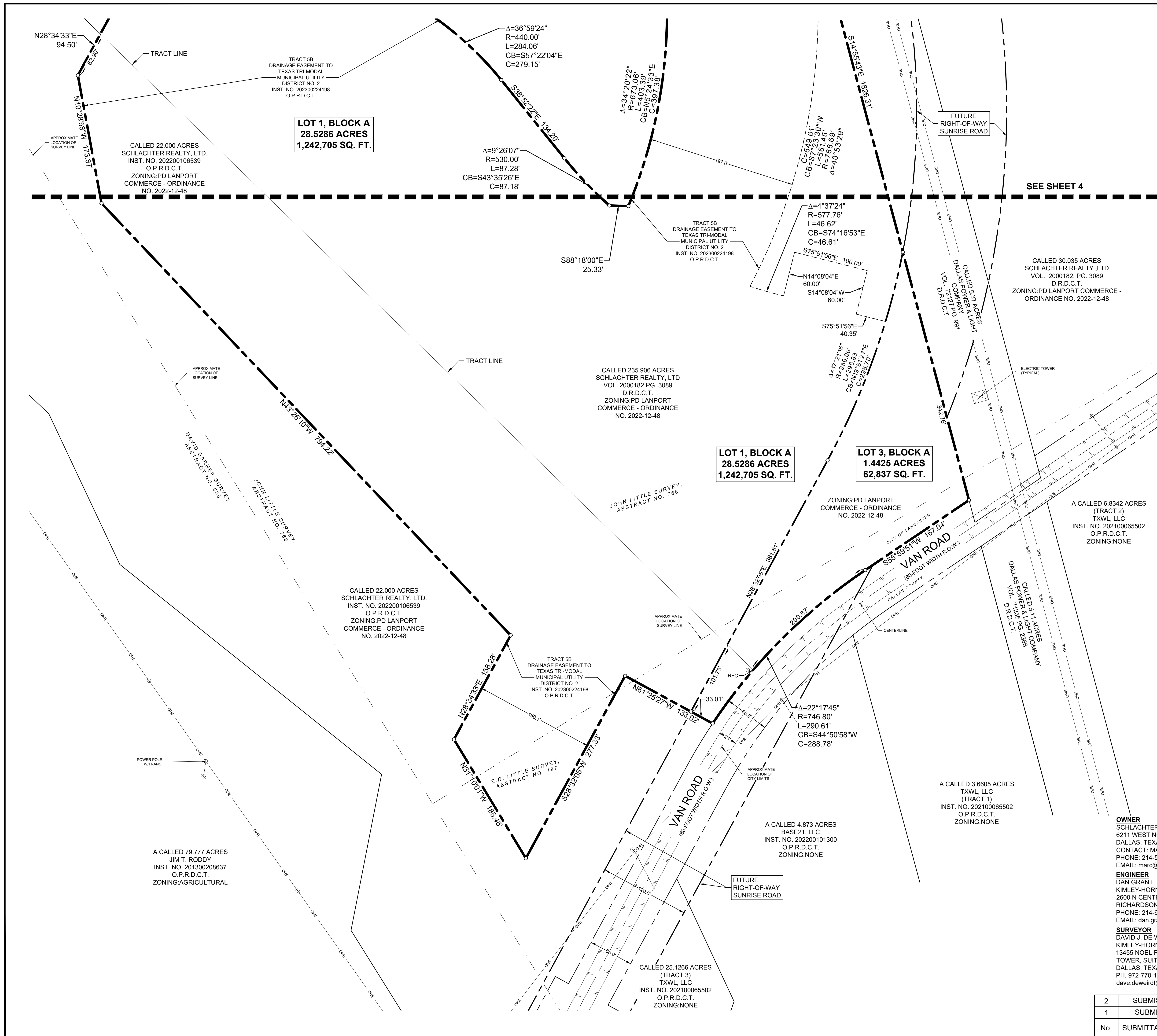
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13455 Noel Road, Two Galleria Office
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FIRM # 10115500
Tel. No. (972) 770-1300
Fax No. (972) 239-3620

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 60'	AEL / MSM	DJD	JAN. 2024	064583800	4 OF 6

OWNER
SCHLACHTER REALTY, LTD
6211 WEST NORTHWEST HWY, SUITE 256
DALLAS, TEXAS 75225
CONTACT: MARC SCHLACHTER
PHONE: 214-532-0692
EMAIL: marc@shoebacca.com
ENGINEER
DAN GRANT, PE
KIMLEY-HORN AND ASSOCIATES, INC.
2600 N CENTRAL EXPY SUITE 400,
RICHARDSON, TEXAS 75050
PHONE: 214-617-0535
EMAIL: dan.grant@kimley-horn.com
SURVEYOR
DAVID J. DE WEIRDT, RPLS
KIMLEY-HORN AND ASSOCIATES, INC.
13455 NOEL ROAD, TWO GALLERIA OFFICE
TOWER, SUITE 700
DALLAS, TEXAS 75240
PH. 972-770-1300
dave.deweirdt@kimley-horn.com

2	SUBMISSION DATE: JAN. 24, 2024
1	SUBMISSION DATE: JAN. 8, 2024
No.	SUBMITTAL LOG



LINE TYPE LEGEND

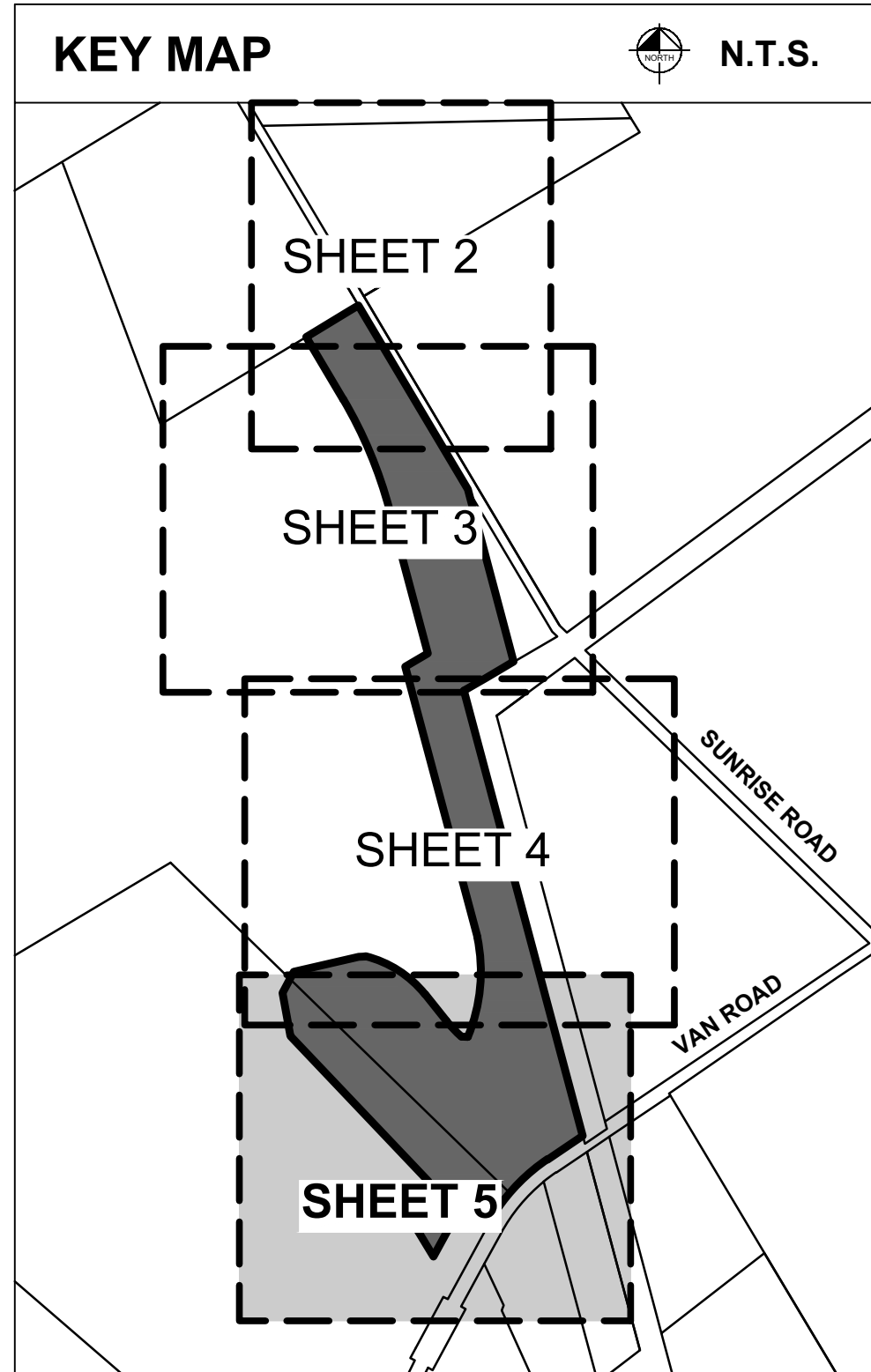
=====	BOUNDARY LINE
-----	ADJACENT BOUNDARY LINE
-----	EASEMENT LINE
-----	ABSTRACT LINE
-----	UNDERGROUND GAS LINE
-----	OVERHEAD UTILITY LINE

LEGEND

→	GLY ANCHOR
⊙	GLY ANCHOR POLE
⊙	UTILITY POLE
IRBC	"S" IRON ROD WITH RED PLASTIC CAP STAMPED "IN SET"
IRBC	"S" IRON ROD WITH RED PLASTIC CAP STAMPED "RM FOUND"
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCING
R.O.W.	RIGHT-OF-WAY
INST. NO.	INSTRUMENT NUMBER
O.P.R.D.C.T.	OFFICIAL PUBLIC RECORDS
	DALLAS COUNTY, TEXAS

NOTES:

1. Bearings based on the State Plane Coordinate System, Texas North Central Zone 4202, North American Datum of 1983. Adjustment Realization 2011.
2. According to Federal Emergency Management Agency's Flood Insurance Rate Map No. 48113C06855K, for Dallas County, Texas and incorporated areas, dated July 7, 2014, this property is located within Zone X (unshaded); defined as "Areas determined to be outside the 0.2% annual chance floodplain." If this site is not within an identified special flood hazard area, this flood statement does not imply that the property and/or the structures thereon will be free from flooding or flood damage. On rare occasions, greater floods than will occur and flood heights may be increased by man-made or natural causes. This flood statement shall not create liability on the part of the surveyor.
3. All corners are a 5/8" iron rod with red plastic cap stamped "KHA" set unless otherwise shown.
4. The division of any lot or any parcel of land by the use of metes and bounds description for the purpose of development is prohibited.



CASE NO. PS24-13
PRELIMINARY PLAT
LANCASTER GOLD ADDITION
LOTS 1, 2 AND 3, BLOCK A
33.0807 ACRES OF LAND SITUATED IN THE
M.H. LAVENDER SURVEY, ABSTRACT NO. 768
JOHN LITTLE SURVEY, ABSTRACT NO. 768
E.D. LITTLE SURVEY, ABSTRACT NO. 787
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FIRM # 10115500

Tel. No. (972) 770-1300
Fax No. (972) 239-3820

2	SUBMISSION DATE: JAN. 24, 2024
1	SUBMISSION DATE: JAN. 8, 2024
No.	SUBMITTAL LOG

<u>Scale</u>	<u>Drawn by</u>	<u>Checked by</u>	<u>Date</u>	<u>Project No.</u>	<u>Sheet No.</u>
1" = 60'	AEL / MSM	DJD	JAN. 2024	064583800	5 OF 6

OWNERS CERTIFICATE:

STATE OF TEXAS §
COUNTY OF DALLAS §

WHEREAS, **SCHLACHTER REALTY, LTD.** is the owner of a tract of land situated in the M.H. Lavender Survey, Abstract No. 766, John Little Survey, Abstract No. 768, and the E.D. Little Survey, Abstract No. 787, City of Lancaster, Dallas County, Texas, and being a portion of a called 22.000 acre tract of land described in the Special Warranty Deed to Schlachter Realty, LTD., recorded in Instrument No. 202200106539, Official Public Records, Dallas County, Texas, and being a portion of a called 235.906 acre tract of land referenced in the Warranty Deed to Schlachter Realty, LTD, recorded in the Volume 2000182, Page 3089, Deed Records, Dallas County, Texas, and being more particularly described as follows:

COMMENCING at a 5/8-inch iron rod found in the west right-of-way line of Sunrise Road (a variable width right-of-way) and being at the northeast corner of a 20.50 acre tract of land designated as "Tract III" described in the Special Warranty Deed to Schlachter Realty LTD., recorded in Instrument No. 201300000170, Official Public Records, Dallas County, Texas, and being the southeast corner of a called 244.120 acre tract of land described in the Special Warranty Deed to Walmart Fulfillment Services, LLC, recorded in Instrument No. 202100028186, Official Public Records, Dallas County, Texas;

THENCE with the west right-of-way line of said Sunrise Road, South 30°42'40" East, a distance of 1,096.41 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" set at the southeast corner of said 20.50 acre tract, same being the northeast corner of said 235.906 acre tract, and being the **POINT OF BEGINNING**;

THENCE continuing with the west right-of-way line of said Sunrise Road and with the east line of said 235.906 acre tract, South 30°42'40" East, a distance of 847.80 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" set for corner;

THENCE departing the west right-of-way line of said Sunrise Road right-of-way and over and across said 235.906 acre tract, South 14°55'43" East, a distance of 706.82 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" set for corner in the north line of a called 5.37 acre tract of land described in the Special Warranty Deed to Dallas Power & Light Company, recorded in Volume 72127. Page 991, Deed Records, Dallas County, Texas;

THENCE with the north and west lines of said Dallas Power & Light Company tract, the following courses and distances:

South 59°44'14" West, a distance of 228.12 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" set for corner;

South 14°55'43" East, a distance of 1826.31 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" set in the northwest right-of-way line of Van Road (a variable width right-of-way);

THENCE with the north right-of-way line of said Van Road, the following courses and distances:

South 55°59'51" West, a distance of 167.04 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" set at the beginning of a tangent curve to the left with a radius of 746.80 feet, a central angle of 22°17'45", and a chord bearing and distance of South 44°50'58" West, 288.78 feet;

In a southeasterly direction, with said tangent curve to the left, passing at an arc distance of 200.87 feet a 5/8-inch iron rod with red plastic cap stamped "KHA" found for the south corner of said 235.906 acre tract and in the east line of said 22.000 acre tract, and continuing in all a total arc distance of 290.61 feet to 5/8-inch iron rod with red plastic cap stamped "KHA" set for corner;

THENCE over and across said 22.000 acre tract, the following courses and distances:

North 61°25'27" West, a distance of 133.02 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" set for corner;

South 28°32'05" West, a distance of 277.33 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" set for corner;

North 31°10'01" West, a distance of 185.46 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" set for corner;

North 28°34'33" East, a distance of 158.28 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" set for corner;

North 43°26'10" West, a distance of 794.22 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" set for corner;

North 10°28'58" West, a distance of 173.87 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" set for corner;

North 28°34'33" East, crossing at a distance of 62.90 the common line of said 22.000 acre tract and said 235.906 acre tract, continuing in all a total distance of 94.50 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" set for corner;

THENCE continuing over and across said 235.906 acre tract the following courses and distances:

North 76°59'06" East, a distance of 263.58 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" set for corner;

North 86°04'52" East, a distance of 28.11 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" set for corner at the beginning of a non-tangent curve to the right with a radius of 440.00 feet, a central angle of 36°59'24", and a chord bearing and distance of South 57°22'04" East, 279.15 feet;

In an southeasterly direction, with said non-tangent curve to the right, an arc distance of 284.06 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" set for corner;

South 38°52'22" East, a distance of 134.20 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" set for corner at the beginning of a tangent curve to the left with a radius of 530.00 feet, a central angle of 09°26'07", and a chord bearing and distance of South 43°35'26" East, 87.18 feet;

In a southeasterly direction, with said tangent curve to the left, an arc distance of 87.28 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" set for corner;

South 88°18'00" East, a distance of 25.33 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" set for corner at the beginning of a non-tangent curve to the left with a radius of 673.06 feet, a central angle of 34°20'22", and a chord bearing and distance of North 05°24'33" East, 397.38 feet;

In a northeasterly direction, with said non-tangent curve to the left, an arc distance of 403.39 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" set for corner;

North 14°55'43" West, a distance of 1,109.81 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" set for corner;

North 59°44'14" East, a distance of 103.69 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" set for corner;

North 14°55'43" West, a distance of 589.25 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" set for corner at the beginning of a tangent curve to the left with a radius of 1,750.00 feet, a central angle of 15°35'37", and a chord bearing and distance of North 22°43'32" West, 474.81 feet;

In a northwesterly direction, with said tangent curve to the left, an arc distance of 476.28 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" set for corner;

North 30°41'41" West, a distance of 287.24 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" set for corner in the south line of the aforementioned 20.50 acre tract;

THENCE with the common line of said 235.906 acre tract and said 20.50 acre tract, North 58°58'17" East, a distance of 241.33 feet to the **POINT OF BEGINNING** and containing a computed area of 1,440,997 square feet or 33.0807 acres of land.

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That I, **SCHLACHTER REALTY, LTD.**, Owner, do hereby bind themselves and their heirs, assignees and successors of title this plat designating the hereinabove described property as **LANCASTER GOLD ADDITION**, an addition to the City of Lancaster, and do hereby dedicate to the public use forever the streets, alleys, and right-of-way easements shown thereon, and do hereby reserve the easement strips shown on this plat for the mutual use and accommodation of garbage collection agencies and all public utilities desiring to use or using same. Any public utility shall have the right to remove and keep removed all or part of any buildings, fences, trees, shrubs, or other improvements or growths that in any way endanger or interfere with the construction, maintenance or efficiency of its respective systems on any of these easements strips, and any public utility shall at all times have the right of ingress and egress to and from and upon the said easement strips for the purpose of constructing, reconstructing, inspecting, patrolling, without the necessity at any time of procuring the permission of anyone.

Witness our hands at Dallas, Texas, this _____ day of _____, 2024

SCHLACHTER REALTY, LTD

By: Marc Schlachter

Name and Title

STATE OF TEXAS §
COUNTY OF DALLAS §

Before me, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Marc Schlachter, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they each executed the same for the purpose and considerations therein expressed.

Given under my hand and seal of office, this _____ day of _____, 2024

Notary Public in and for
the State of Texas

KNOW ALL MEN BY THESE PRESENTS:

That I, David J. De Weirdt, do hereby certify, that I prepared this plat from an actual on the ground survey of the land as described and that the corner monuments shown thereon were properly placed under my personal supervision in accordance with the Subdivision Regulations of the City of Lancaster.

PRELIMINARY

THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE
AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS A
FINAL SURVEY DOCUMENT 1/23/2024

David J. De Weirdt Date
Registered Professional Surveyor Land Surveyor No. 5066
Kimley-Horn and Associates, Inc.
13455 Noel Road
Two Galleria Office, Tower, Suite 700
Dallas, Texas 75240
Ph. (972)-770-1300
dave.deweirdt@kimley-horn.com

STATE OF TEXAS §
COUNTY OF DALLAS §

Before me, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared David J. De Weirdt, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they each executed the same for the purpose and considerations therein expressed.

Given under my hand and seal of office, this _____ day of _____, 2024

Notary Public in and for
the State of Texas

CITY CERTIFICATION

Approved

Chairman, City of Lancaster,
Planning and Zoning Commission

ATTEST:

Assistant Director of Development Services

Date

Date

OWNER
SCHLACHTER REALTY, LTD
6211 WEST NORTHWEST HWY, SUITE 256
DALLAS, TEXAS 75225
CONTACT: MARC SCHLACHTER
PHONE: 214-532-0692
EMAIL: marc@shoebacca.com
ENGINEER
DAN GRANT, PE
KIMLEY-HORN AND ASSOCIATES, INC.
2600 N CENTRAL EXPY SUITE 400,
RICHARDSON, TEXAS 75050
PHONE: 214-617-0535
EMAIL: dan.grant@kimley-horn.com
SURVEYOR
DAVID J. DE WEIRDT, RPLS
KIMLEY-HORN AND ASSOCIATES, INC.
13455 NOEL ROAD, TWO GALLERIA OFFICE
TOWER, SUITE 700
DALLAS, TEXAS 75240
PH. 972-770-1300
dave.deweirdt@kimley-horn.com

CASE NO. PS24-13
PRELIMINARY PLAT
LANCASTER GOLD ADDITION
LOTS 1, 2 AND 3, BLOCK A
33.0807 ACRES OF LAND SITUATED IN THE
M.H. LAVENDER SURVEY, ABSTRACT NO. 766
JOHN LITTLE SURVEY, ABSTRACT NO. 768
E.D. LITTLE SURVEY, ABSTRACT NO. 787
CITY OF LANCASTER, DALLAS COUNTY, TEXAS

Kimley»Horn

2	SUBMISSION DATE: JAN. 24, 2024
1	SUBMISSION DATE: JAN. 8, 2024
No.	SUBMITTAL LOG

13455 Noel Road, Two Galleria Office Tower, Suite 700, Dallas, Texas 75240		FIRM # 10115500	Tel. No. (972) 770-1300 Fax No. (972) 239-3620	
Scale N/A	Drawn by AEL / MSM	Checked by DJD	Date JAN. 2024	Project No. 064583800
			Sheet No. 6 OF 6	



Larry Williams
2600 N Central Expressway, Suite 400
Richardson, Texas, 75080

VIA CERTIFIED MAIL AND E-MAIL 7018 1130 0001 7440 3350

Re: Planning and Zoning Commission Preliminary Plat Denial Letter

On February 6, 2024, the City of Lancaster, Texas Planning and Zoning Commission denied PS24-13, a preliminary plat proposed to create Lots 1, 2 and 3, Block A, out of the Lancaster Gold Addition.

The Lancaster Gold Addition preliminary plat does not meet the following requirements as specified by the following sections of the City of Lancaster Development Code Subdivision Design and Improvements:

1. **Section 16.01(n)(i) Site Considerations** states, "all land proposed for platting and/or development shall be suitable for development as determined by the City. All development shall be carried out in conformity with the plans as finally approved by the City". The proposed lots are not suitable for development as they do not demonstrate they are buildable. Lot 1, (being 28.5286 acres), is proposed to be entirely used as a private drainage channel. Lot 2, (being 3.1096 acres), is proposed to be entirely used for right-of-way. Lot 3, (being 1.4425 acres), is proposed to be entirely used for right-of-way. The use of the lots is intended for private infrastructure and right-of-way; as such, the lots are unbuildable and unsuitable for development.
2. **Section 16.02(b)(xi) Preliminary Plan Review - Application Requirements** states, "existing boundary or adjacent streets, alleys and rights-of-way and boundaries of right-of-way dedication indicated by a medium weight solid line, intermittent with two dashed lines". This plat does not dedicate any right-of-way to Sunrise Road.
3. **Section 16.12(d) Storm Water** states that: "no plat shall be approved unless the project meets the minimum requirements herein for control of the quantity of storm water runoff to the benefit of both future owners of property within the subdivision and other lands within the watershed as determined by the City". (emphasis added). In this case, as noted in more detail in items # 4-5, *infra*, the effect on the "other lands within the watershed" is unclear as the drainage infrastructure appears to be designed for a watershed area which has not been communicated to the City and appears to be far in excess of the 100-yr flood design standard.



4. **Section 16.12 (d)(i)(D) Stormwater General Requirements** states, "it shall be the responsibility of the applicant to design and construct a system for the collection and conveyance of all storm water run-off flowing onto and generated within the subdivision in accordance with.... established engineering practices". On the plat, the proposed channel is to accommodate far more drainage than what is being proposed for The Data District within the City of Lancaster. The oversizing in excess of the 100-yr flood requirements appears to deviate from established engineering practices, and requests for supporting calculations and data by the City Engineer have been rejected. Thus, the plat does not appear at this time to conform to established engineering practices.
5. **Section 16.12(d)(ii)(A) Basic Design Objectives** states, "in general, the storm water management system shall be designed and constructed in accordance with the adopted Storm Water Ordinance and Design Manual and in a manner that promotes the development of a network of both natural and built drainage ways throughout the community and so as to:"
- (1) retain natural floodplains in a condition that minimizes interference with floodwater conveyance, floodwater storage, . . .and ground and surface water;
 - (4) ensure that corrective works are consistent with the overall goals of the City;
 - (5) minimize erosion and sedimentation problems . . .
 - (12) Preserve natural drainage patterns so as to prevent erosion . . .and attenuate the harm of contaminants collected and transported by groundwater.
- In this case, the effect on floodwater conveyance, storage, erosion and sedimentation is not fully understood because of the extreme oversizing of the proposed drainage. The overall goals of the City in terms of stormwater improvements are to provide proportional drainage facilities in accordance with a 100-year flood design standard; the existing plat appears to effect drainage for a watershed far in excess of the plat area. In addition, the effect on natural drainage patterns appears to be far in excess of what would be needed for a 100-yr flood design standard.
6. **Section 16.12(d)(iii)(C) General Design Requirements** imposes a duty "to preserve the use of land and to improve the quality of aesthetics along streets and roads, no open storm water detention facility shall be located within the front street yard or exterior side yard of a property fronting, siding or backing to an Interstate or any arterial unless determined by the Director and City Engineer that placing such detention underground is technically unfeasible. . . .Above-ground detention visible from a public street shall receive heightened landscaping to screen such as determined by the Director, unless it is created



and improved as an open space amenity, as approved by the Director". (emphasis added). In this case, the plat contains an open storm water detention facility backing to an arterial road, and no heightened landscaping or screening has been provided in the plat.

7. **Section 16.12(d)(iv)(A) General Requirements** states, "where a subdivision is traversed by a watercourse, drainage way, channel or stream, a storm water easement or drainage right-of-way shall be provided that conforms substantially with the contours of such watercourse. Additional width may be required for necessary flood control measures. The minimum requirements for such easements shall be based on the 100-year flood. When parking lots or other approved use areas serve a dual function, including detention, those areas shall be designated on the plat or plan as detention areas. The drainage shall, at a minimum, be maintained by an open channel with landscaped banks having adequate width to contain the volume of flow generated by the design storm under ultimate development conditions, unless otherwise required herein". (emphasis added). In this case, the City Engineer has determined that the ultimate development conditions, using a 100-year flood standard, impose a drainage channel dimension of approximately 60 feet, with a depth of approximately 10-15 feet. The proposed channel and detention plans submitted by the applicant illustrate a 200-foot-wide channel, with a depth of up to 60 feet that has been designed with orders of magnitude in excess of the 100-yr DD. When asked to provide supporting information to allow engineering analysis or explanation of the over-sizing, the applicant has failed to respond. As noted above, the "other lands within the watershed," have not been defined by the applicant. These conditions appear not to "conform substantially" to the contours of the existing and ultimate development watercourse traversing the plat tract, and without additional information explaining the design far in excess of the 100-year flood area, the plat fails to meet this requirement.

This letter is sent in response to the developer's representative letter of February 13, 2024, and is the Zoning Commission's response pursuant to Section 212.009(e) of the Texas Local Government Code.

Should you have any additional questions, please do not hesitate to contact me.

Respectfully,

Nyliah Acosta
Assistant Director,
Development Services

SCHLACHTER REALTY, LTD.
6211 W. Northwest Highway, #C256
Dallas, Texas 75225

February 9, 2024

VIA CERTIFIED MAIL RETURN RECEIPT REQUESTED AND E-MAIL

Mayor and Members of the Lancaster City Council
City of Lancaster
c/o Nyliah Acosta
Assistant Director of Development Services / Planning Manager
Lancaster City Hall
211 North Henry Street
Lancaster, Texas 75146

Re: Appeal of February 6, 2024 P&Z Denial of the 33.0807-Acre Preliminary Plat PS24-13 to create Lots 1, 2 and 3, Block A, Lancaster Gold Addition (the "Preliminary Plat")

Dear Ms. Acosta,

This letter serves as the appeal of the February 6, 2024 City of Lancaster Planning and Zoning Commission ("P&Z") denial of the Preliminary Plat pursuant to (1) Section 16.02(c)(iv) of the City of Lancaster Development Code, which states the decision of the P&Z may be appealed to the City Council, whose determination shall be final; and (2) Section 247.006 of the Texas Local Government Code, which states that a person may appeal to the governing body of a political subdivision a decision to disapprove a development document made by the regulatory authority for the political subdivision.

Schlachter Realty, Ltd. reserves the right to supplement this letter with additional information related to these appeals. In addition, Schlachter Realty, Ltd. does not waive, and expressly reserves, its claim the Preliminary Plat is deemed approved by operation of state law pursuant to Section 212.009(a) of the Texas Local Government Code. Schlachter Realty, Ltd. does not, by filing the appeals described in this letter, concede the P&Z vote to deny the Preliminary Plat is a lawful denial of the Preliminary Plat under the law. Please direct all communications regarding this matter to Misty Ventura, who can be reached at (214) 328-1101 or misty.ventura@svlandlaw.com. In addition, please provide a copy of this letter to the Mayor and each member of the City Council, and confirm the date the City Council will consider these appeals.

Schlachter Realty, Ltd., a Texas limited partnership

By: Schlachter Management Services, LLC, a
Texas limited liability company, its general
partner

By: 
Marc Schlachter, Manager

cc: Misty Ventura, Shupe Ventura, PLLC

MINUTES

PLANNING AND ZONING COMMISSION REGULAR MEETING OF FEBRUARY 6, 2024

The Planning and Zoning Commission of Lancaster, Texas, met in a Regular Meeting in the Council Chambers of City Hall on February 6, 2024, at 7:37 p.m. with a quorum present to-wit:

Commissioners Present:

Temika Whitfield, Chair
Taryn Walker, Vice Chair
Shandra Betts, Alternate

Commissioners Absent:

Lawrence Prothro
Spencer Hervey
Karen Collins

City Staff Present:

Carey Neal, Deputy City Manager
Gregory Carrell, Assistant to the City Manager
Vicki Coleman, Director of Development Services
Nyliah Acosta, Assistant Director of Development Services
Kim Haynie, Senior Planner

Call to Order

Chair Whitfield called the meeting to order at 7:37 p.m. on February 6, 2024.

Public Testimony:

At this time, citizens who have pre-registered before the call to order will be allowed to speak on consent or action items on the agenda, with the exception of public hearings, for a length of time not to exceed three minutes. 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.

There were no speakers.

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 Commission 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 Planning and Zoning Commission Regular Meeting held on January 2, 2024

MOTION: Commissioner Walker made a motion to approve the consent agenda, seconded by Commissioner Betts to approve the consent agenda. The vote was cast 3 for, 0 against. (Prothro, Hervey, Collins absent)

The agenda was reordered to hear the items as follows: 6, 7, 2, 8, 3, 4 & 5.

ACTION:

- 6. PS24-13 Discuss and consider a Preliminary Plat to create Lots 1, 2 and 3, Block A, out of the Lancaster Gold Addition, being 33.0807 acres of land situated in the M.H. Lavender Survey, Abstract No. 766, John Little Survey, Abstract No. 768, E.D. Little Survey, Abstract No. 787, City of Lancaster, Dallas County, Texas.**

Assistant Director of Development Services, Nyliah Acosta, gave a presentation.

Misty Ventura, 9406 Biscayne Blvd, Dallas, TX 75218, spoke in favor of item 6.

Dan Grant, 2600 N. Central Expressway, Suite 400, Richardson, TX, spoke in favor of item 6.

MOTION: Commissioner Walker made a motion to deny item 6, seconded by Commissioner Betts. The vote was cast 3 for, 0 against. (Prothro, Hervey, Collins absent)

- 7. PS24-15 Discuss and consider approval of a Final Plat for Bear Creek Ranch Phase 4, creating 179 residential single-family lots and 11 open space lots, located at the intersection of Green Acres Lane and E. Reindeer Road, the property is approximately 43.426 acres in size and is in the Samuel T. Bledsoe Survey, Abstract No. 120, City of Lancaster, Extra Territorial Jurisdiction (E.T.J.), Dallas County, Texas.**

Assistant Director of Development Services, Nyliah Acosta, gave a presentation.

Jake Finch, did not speak, but was in support of item 7.

MOTION: Commissioner Walker made a motion to approve item 7, seconded by Commissioner Betts. The vote was cast 3 for, 0 against. (Prothro, Hervey, Collins absent)

PUBLIC HEARING

- 2. Z24-4 Conduct a public hearing and consider a request to change the zoning from Agricultural Open (AO) to a Planned Development (PD) for Commercial Highway (CH) uses and a Car wash on property addressed as 405 Hana Ln., described as a 5.43 acre tract of land out of the Muttick 2 addition, City of Lancaster, Dallas County, Texas.**

Chair Whitfield opened the public hearing.

Assistant Director of Development Services, Nyliah Acosta, gave a presentation.

The Commission had discussion on the car wash and hotel.

Sam Kumar, 423 Bandera Lane, Sunnyvale, TX, 75182, spoke in support of item 2.

Andrew Yeoh, 1782 McDermott Dr, Allen, TX, 75013, spoke in support of item 2.

Greg Garand, 2000 Rushing Creek Drive, Heartland, TX, 75126, spoke in support of item 2.

MOTION: Commissioner Walker made a motion to close the public hearing, seconded by Commissioner Betts. The vote was cast 3 for, 0 against. (Prothro, Hervey, Collins absent)

MOTION: Commissioner Walker made a motion to approve item 2, seconded by Commissioner Betts. The vote was cast 3 for, 0 against. (Prothro, Hervey, Collins absent)

ACTION

- 6. HLPC24-2 Discuss and consider a Certificate of Appropriateness to repair or replace the north wall of the building on the property addressed as 116 Historic Town Square and 104 N. Dallas Ave.**

Senior Planner, Kim Haynie, gave a presentation.

Ellen Clark, 116 Historic Town Square, Lancaster, TX, 75146 spoke in support of item 8.

MOTION: Commissioner Walker made a motion to approve Option 2) to stucco the wall and seal the brick on the north elevation of the exterior wall. Seconded by Commissioner Betts. The vote was cast 3 for, 0 against. (Prothro, Hervey, Collins absent)

PUBLIC HEARING

- 3. M24-15 Conduct a public hearing and consider a request to amend the Comprehensive Land Use Plan and Future Land Use Map from Rural Living to Mixed-Use Neighborhood, on properties addressed at 1818 & 1836 Cedardale Rd being 10.004 acres known as Lot 29, and 30, out of the Franklin Farms Addition, City of Lancaster, Dallas County, Texas.**

Chair Whitfield opened the public hearing.

Assistant Director of Development Services, Nyliah Acosta, gave a joint presentation on item 3 and 4.

MOTION: Commissioner Walker made a motion to close the public hearing, seconded by Commissioner Betts. The vote was cast 3 for, 0 against. (Prothro, Hervey, Collins absent).

MOTION: Commissioner Whitfield made a motion to approve item 3, seconded by Commissioner Walker. The vote was cast 3 for, 0 against. (Prothro, Hervey, Collins absent).

- 4. Z24- 7 Conduct a public hearing and consider a request to change the zoning from Agricultural Open (AO) to a Planned Development (PD) for Multi-Family (MF-16) uses for a Senior Living development on properties addressed at 1818 & 1836 Cedardale Road being 10.004 acres known as Lot 29, and 30, out of the Franklin Farms**

Addition, City of Lancaster, Dallas County, Texas.

Chair Whitfield opened the public hearing.

Joseph Kemp, 1015 N. Duncanville Rd., Duncanville, TX, 75116, spoke in support of item 4.

Joseph Bowels, 1015 N. Duncanville Rd., Duncanville, TX, 75116, spoke in support of item 4.

Jose Rojas, 5935 Woodoak Drive, Dallas, TX, 75149, spoke in support of item 4.

MOTION: Commissioner Walker made a motion to close the public hearing, seconded by Commissioner Betts. The vote was cast 3 for, 0 against. (Prothro, Hervey, Collins absent)

MOTION: Commissioner Whitfield made a motion to approve item 4 with the following conditions: 1) the required minimum living areas be met; and 2) 80% of the parking areas shall be covered parking. Seconded by Commissioner Walker. The vote was cast 3 for, 0 against (Prothro, Hervey, Collins absent)

5. Z24-11 Conduct a public hearing and consider the revocation of a Specific Use Permit (SUP) allowing the parking of three dump trucks on a property zoned Single-Family Residential (SF-6) located at 828 N. Lancaster Hutchins Rd., known as Lot 16, Block 1, out of the Eastside Acres Addition, City of Lancaster, Dallas County, Texas.

Assistant Director of Development Services, Nyliah Acosta, gave a presentation

There was no discussion.

MOTION: Commissioner Walker made a motion to close the public hearing, seconded by Commissioner Betts. The vote was cast 3 for, 0 against. (Prothro, Hervey, Collins absent)

MOTION: Commissioner Walker made a motion to approve item 5, seconded by Commissioner Betts. The vote was cast 3 for, 0 against. (Prothro, Hervey, Collins absent)

ADJOURMENT:

MOTION: Commissioner Walker made a motion to adjourn, seconded by Commissioner Betts. The vote was cast 3 for, 0 against. (Prothro, Hervey, Collins absent)

The meeting was adjourned at 9:35 PM.

ATTEST:

APPROVED

Vicki Coleman, Director of Development Services

Taryn Walker, Chair

CITY OF LANCASTER CITY COUNCIL

City Council Regular Meeting

5.

Meeting Date: 03/25/2024

Policy Statement: This request supports the City Council 2023-2024 Policy Agenda

Goal(s): Financially Sound Government
Healthy, Safe & Engaged Community
Sound Infrastructure
Quality Development

Submitted by: Carey D. Neal Jr., Deputy City Manager

Agenda Caption:

Discuss and consider a resolution awarding Bid 2023-23 Addendum 2 to Arreguin Group Inc for two identified streets identified as items 4 and 10 in Addednum No. 2 project list and Exhibit "B"; Reliable Paving, Inc for nine identified streets identified as items 1, 2, 3, 5, 7, 9, 15, 18 and 22 in Addednum No. 2 project list and Exhibit "B"; Major Works, LLC for two identified streets identified as items 13 and 21 in Addednum No. 2 project list and Exhibit "B"; and CCGMG LLC Series B for one identified streets identified as item 6 in Addednum No. 2 project list and Exhibit "B" for the reconstruction of 14 identified streets from the 2023 Certificate of Obligation (CO) issuance for an amount not to exceed thirteen million eight hundred ninety-seven thousand six hundred forty-five dollars and forty-five cents (\$13,897,645.45).

Background:

At the August 7, 2023 Special Work Session and Special City Council Meeting, the City Council received a presentation during the annual budget presentation that included the reconstruction of 25 identified roadways with a proposal of funding the reconstruction with the issuance of a Certificate of Obligation.

The City Council received a presentation regarding the issuance of the Certificates of Obligation, Series 2023 during the September 11, 2023 meeting from the City's Financial Advisor from Hilltop Securities. The City Council authorized a Notice of Intent during the September 11, 2023 meeting, and were approved the issuance of the Certificates of Obligation the November 13, 2023 Regular City Council Meeting. The funds were not received from the issuance until December 2023.

Bid 2023-23 Addendum 2 was issued on December 22, 2023, and received the City received six bids. Of the six, Arreguij Group Inc., Reliable Paving, Inc., Major Works, LLC., and CCMG, LLC., were identified and selected by Staff to reconstruct 14 of the 25 identified streets as noted in the table below. Nine of the remaining streets will be reconstructed by Reynolds Asphalt whom the City of Lancaster has an active street reconstruction contract. Two of the remaining streets are currently in engineering design and will be presented to the City Council when pricing is confirmed.

Roads	Contractor	Amount
1.Parkerville Road from I-35 Service Road to Houston School Road	Reliable Paving, Inc.	\$685,300.00
2.Main St. from S. Houston School Road to Dallas Ave.	Reliable Paving, Inc	\$2,870,719.80
3.Lancaster Hutchins Rd from Pleasant Run Rd. to Wintergreen Rd.	Reliable Paving, Inc	\$1,621,016.00

4.Houston School Road from I-20 Service Rd. to Daniieldale Rd.	Arreguin Group Inc.	\$924,874.40
5.Reindeer Road from Houston School Road to Nokomis	Reliable Paving, Inc	\$1,711,340.00
6.Donlee Road from Dallas Ave to Sunnymeadow	CCMG LLC Series B	\$1,455,246.00
7.Westridge Ave from Griffin Street to Pleasant Run Rd.	Reliable Paving, Inc	\$803,675.20
8.Meadow Creek from Bluegrove Rd. to Alhambra Dr.	Reliable Paving, Inc	\$794,332.00
9.Rolling Hills Place. segments between Gateway and Coral Dr.	Arreguin Group Inc.	\$1,489,162.05
10.Springcrest Cir. From Pleasant Run entire loop	Major Works, LLC.	\$480,610.00
11.Interurban from Cedardale to Taylor	Reliable Paving, Inc	\$195,280.00
12.Taylor from Edwards to Daniel	Reliable Paving, Inc	\$158,560.00
13.Bayport Dr. from Sunny meadow to Verona	Major Works, LLC.	\$497,425.00
14.Gerry Way from Wintergreen to Balkin Dr.	Reliable Paving, Inc	\$210,105.00
Total Cost		\$13,897,645.45

Operational Considerations:

Approval of this resolution will award the bid to Arreguin Group Inc., Reliable Paving, Inc., Major Works, LLC., and CCMG LLC Series B for the reconstruction of the 14 identified streets in amount not to exceed \$13,897,645.45.

Legal Considerations:

The City Attorney has reviewed and approved the 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. Bids were advertised in the Focus Daily News on December 22, 2023, and December 28, 2023. Bids were posted on the City's electronic procurement system on December 22, 2023. A pre-bid meeting was held on January 10, 2024, bids were closed on January 31, 2024, and bids were opened on December 22, 2023.

Fiscal Impact:

Funding is included with the issuance of the Certificates of Obligation in an amount not to exceed \$13,897,645.45.

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

Reliable Paving, Inc.

Arreguin Group Inc.

Major Works, LLC

CCMG LLC Series B

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LANCASTER, TEXAS AWARDED RFP 2023-23 ADDENDUM 2 AND APPROVING THE TERMS AND CONDITIONS OF A PROFESSIONAL SERVICES AGREEMENT WITH ARREGUIN GROUP INC., RELIABLE PAVING, INC., MAJOR WORKS, LLC., AND CCMG LLC SERIES B FOR THE RECONSTRUCTION AND REPAIR OF 14 STREETS AS IDENTIFIED IN EXHIBIT "A" ATTACHED HERETO AND INCORPORATED, IN AN AMOUNT NOT TO EXCEED THIRTEEN MILLION EIGHT HUNDRED NINETY-SEVEN THOUSAND SIX HUNDRED FORTY-FIVE DOLLARS AND FORTY-FIVE CENTS (\$13,897,645.45); 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 Lancaster desires a professional services agreement with Arreguin Group Inc., Reliable Paving, Inc., Major Works, LLC., and CCMG LLC Series B, for road reconstruction of 14 identified streets.

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

SECTION 1. That the City Council hereby authorizes a contract for professional services with Arreguin Group Inc., Reliable Paving, Inc., Major Works, LLC., and CCMG LLC Series B, for road reconstruction of 14 identified streets in an amount not to exceed thirteen million eight hundred ninety-seven thousand six hundred forty-five dollars and 45 cents (\$13,897,645.45), which is attached hereto and incorporated herein as Exhibit "A".

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

SECTION 3. That should any part of this 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 4. That the City Manager of the City of Lancaster, Texas is hereby authorized to execute the agreement as depicted in Exhibit "A".

SECTION 5. This Resolution shall become effective immediately from and after its passage, as 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 25th day of March, 2024.

ATTEST:

APPROVED:

Sorangel O. Arenas, City Secretary

Clyde C. Hairston, Mayor

APPROVED AS TO FORM:

David T. Ritter, City Attorney



STANDARD PROFESSIONAL SERVICES AGREEMENT

City of Lancaster, Texas

Standard Professional Services Agreement

This Agreement is made by and between the City of Lancaster, Texas, a home-rule municipality (hereinafter referred to as the "City") Reliable Paving, Inc a road reconstruction company (hereinafter referred to as the "Providers") for reconstruction of 9 roads (hereinafter referred to as the "Project"), the City and the Provider hereby agree as follows:

ARTICLE I: CONTRACT & CONTRACT DOCUMENTS

1.1 THE CONTRACT

The Contract between the City and the Provider, 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

The Contract Documents consist of this Agreement, Exhibit 'A' (Scope of Work) 'B' (Basis of Compensation) 'C' (Project Schedule), all Amendments issued hereafter, any other amendments executed by the parties, together with the following (if any):

Documents not enumerated in this Paragraph 1.2 are not Contract Documents and do not form part of this Contract.

ARTICLE 2: RECITALS

- 2.1 The City desires to engage the Provider to complete roadway reconstruction and
- 2.2 The Provider has the professional knowledge, ability and expertise to provide such services; and
- 2.3 The City desires to engage the services of Provider, as an independent Contractor and not as an employee, to provide the services listed below and as detailed in the Proposal which is attached hereto and incorporated herein as **Exhibit A**.



STANDARD PROFESSIONAL SERVICES AGREEMENT

ARTICLE 3: TERM / TERMINATION

3.1 Time of Performance

All work and services provided under this Contract must be completed as outlined in **Exhibit A.**

3.2 Time is of the essence of this Contract.

The Provider shall be prepared to provide the professional services in the most expedient and efficient manner possible in order to complete the work by the times specified.

3.3 TERMINATION

This Agreement may be suspended or terminated by either Party with or without cause at any time by giving written notice to the other party. In the event suspension or termination is without cause, payment to the Provider, in accordance with the terms of this Agreement, will be made on the basis of services reasonably determined by City to be satisfactorily performed to date of suspension or termination. Such payment will be due upon delivery of all instruments of service to City.

In the event that City requires a modification of the Agreement with Provider, and in the event the parties fail to agree upon a modification of this Agreement, the Parties shall have the option of terminating this Agreement. Payment to Provider shall be made by the City in accordance with the terms of this Agreement, for the services mutually agreed upon by the Parties to be properly performed by the Provider prior to such termination date.

ARTICLE 4: SCOPE OF SERVICES

4.1 Scope of Services

In consideration of the compensation stated in Article 5, the provider agrees to provide the City with the services as described in **Exhibit A** which is incorporated herein by reference for all purposes, and which services may be more generally described as follows:

Summary of Key Scope Components:

1. Reliable Paving, Inc. will reconstruct 9 identified streets identified as items 1, 2, 3, 5, 7, 9, 15, 18 and 22 in addendum no. 2, project list and Exhibit "B".

4.2 AUTHORIZED AGENT

ARTICLE 7: INDEMNIFICATION



STANDARD PROFESSIONAL SERVICES AGREEMENT

- 7.1 THE PROVIDER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD HARMLESS THE CITY, ITS OFFICERS, AGENTS, SERVANTS AND EMPLOYEES (HEREINAFTER COLLECTIVELY REFERRED TO AS "INDEMNITIES") FROM AND AGAINST SUITS, ACTIONS, CLAIMS, LOSSES, ANY DAMAGE, LIABILITY, AND FROM AND AGAINST ANY COSTS AND EXPENSES, INCLUDING, IN PART, ATTORNEY FEES INCIDENTAL TO THE DEFENSE OF SUCH SUITS, ACTIONS CLAIMS, LOSSES, DAMAGES OR LIABILITY ON ACCOUNT OF INJURY, DISEASE, SICKNESS, INCLUDING DEATH, TO ANY PERSON OR DAMAGE TO PROPERTY INCLUDING, IN PART, THE LOSS OF USE RESULTING THEREFROM, ARISING FROM ANY NEGLIGENT ACT, ERROR OR OMISSION OF THE PROVIDER, ITS OFFICERS, EMPLOYEES, SERVANTS, AGENTS OR SUBCONTRACTORS, OR ANYONE ELSE UNDER THE PROVIDER'S DIRECTION AND CONTROL, AND ARISING OUT OF, RESULTING FROM, OR CAUSED BY THE PERFORMANCE OR FAILURE OF PERFORMANCE OF ANY WORK OR SERVICES UNDER THIS AGREEMENT, OR FROM CONDITIONS CREATED BY THE PERFORMANCE OR NON-PERFORMANCE OF SAID WORK OR SERVICES. IN THE EVENT ONE OR MORE OF THE INDEMNITIES IS DETERMINED BY A COURT OF LAW TO BE JOINTLY OR DERIVATIVELY NEGLIGENT OR LIABLE FOR SUCH DAMAGE OR INJURY, THE PROVIDER SHALL BE OBLIGATED TO INDEMNIFY INDEMNITIES AS PROVIDED HEREIN ON A PROPORTIONATE BASIS IN ACCORDANCE WITH THE FINAL JUDGMENT, AFTER ALL APPEALS ARE EXHAUSTED, DETERMINING SUCH JOINT OR DERIVATIVE NEGLIGENCE OR LIABILITY.
- 7.2 THE CITY AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD THE PROVIDER, ITS OFFICERS, AGENTS, SERVANTS AND EMPLOYEES (HEREINAFTER COLLECTIVELY REFERRED TO AS "INDEMNITIES") FROM AND AGAINST SUITS, ACTIONS, CLAIMS, LOSSES, ANY DAMAGE, LIABILITY, AND FROM AND AGAINST ANY COSTS AND EXPENSES, INCLUDING, IN PART, ATTORNEY FEES INCIDENTAL TO THE DEFENSE OF SUCH SUITS, ACTIONS CLAIMS, LOSSES, DAMAGES OR LIABILITY ON ACCOUNT OF INJURY, DISEASE, SICKNESS, INCLUDING DEATH, TO ANY PERSON OR DAMAGE TO PROPERTY INCLUDING, IN PART, THE LOSS OF USE RESULTING THEREFROM, ARISING FROM ANY NEGLIGENT ACT, ERROR OR OMISSION OF THE CITY, ITS OFFICERS, EMPLOYEES, SERVANTS, AGENTS OR SUBCONTRACTORS, OR ANYONE ELSE UNDER THE CITY'S DIRECTION AND CONTROL, AND ARISING OUT OF, RESULTING FROM, OR CAUSED BY THE PERFORMANCE OR FAILURE OF PERFORMANCE OF ANY WORK OR SERVICES



STANDARD PROFESSIONAL SERVICES AGREEMENT

UNDER THIS AGREEMENT, OR FROM CONDITIONS CREATED BY THE PERFORMANCE OR NON-PERFORMANCE OF SAID WORK OR SERVICES. IN THE EVENT ONE OR MORE OF THE INDEMNITIES IS DETERMINED BY A COURT OF LAW TO BE JOINTLY OR DERIVATIVELY NEGLIGENT OR LIABLE FOR SUCH DAMAGE OR INJURY, THE CITY SHALL BE OBLIGATED TO INDEMNIFY INDEMNITIES AS PROVIDED HEREIN ON A PROPORTIONATE BASIS IN ACCORDANCE WITH THE FINAL JUDGMENT, AFTER ALL APPEALS ARE EXHAUSTED, DETERMINING SUCH JOINT OR DERIVATIVE NEGLIGENCE OR LIABILITY.

- 7.3 THE PROVIDER IS NOT OBLIGATED TO INDEMNIFY THE CITY IN ANY MANNER WHATSOEVER FOR THE CITY'S OWN NEGLIGENCE.
- 7.4 NOTHING CONTAINED HEREIN SHALL CONSTITUTE A WAIVER OF GOVERNMENTAL IMMUNITY IN FAVOR OF ANY THIRD PARTY.
- 7.5 PROVIDER AGREES THAT IT IS AN INDEPENDENT CONTRACTOR AND NOT AN AGENT OF THE CITY, AND THAT PROVIDER IS SUBJECT, AS AN EMPLOYER, TO ALL APPLICABLE UNEMPLOYMENT COMPENSATION STATUTES, SO FAR AS TO RELIEVE THE CITY OF ANY RESPONSIBILITY OR LIABILITY FROM TREATING PROVIDER'S EMPLOYEES AS EMPLOYEES OF CITY FOR THE PURPOSE OF KEEPING RECORDS, MAKING REPORTS OR PAYMENTS OF UNEMPLOYMENT COMPENSATION TAXES OR CONTRIBUTIONS. PROVIDER FURTHER AGREES TO INDEMNIFY AND HOLD CITY HARMLESS AND REIMBURSE IT FOR ANY EXPENSES OR LIABILITY INCURRED UNDER SAID STATUTES IN CONNECTION WITH EMPLOYEES OF PROVIDER.
- 7.6 PROVIDER SHALL DEFEND AND INDEMNIFY INDEMNITIES AGAINST AND HOLD CITY AND THE PREMISES HARMLESS FROM ANY AND ALL CLAIMS, SUITS OR LIENS BASED UPON OR ALLEGED TO BE BASED UPON THE NON-PAYMENT OF LABOR, TOOLS, MATERIALS, EQUIPMENT, SUPPLIES, TRANSPORTATION AND MANAGEMENT COSTS INCURRED BY PROVIDER IN PERFORMING THIS AGREEMENT.

ARTICLE 8: INSURANCE

8.1 Workers Compensation Insurance

The Provider shall provide and maintain Workers' Compensation with statutory limits.

8.2 Automotive Insurance



STANDARD PROFESSIONAL SERVICES AGREEMENT

Provider shall provide and maintain in full force and effect during the time of this Agreement, auto insurance (including, but not limited to, insurance covering the operation of owned and non-owned automobiles, trucks and other vehicles) protecting Provider and City as an additional insured with limits not less than 250/500/100,000 or as amended by statute.

8.3 General Liability Insurance

Provider shall provide general liability insurance. Such insurance covering personal and bodily injuries or death shall be in the sum of not less than two hundred fifty thousand dollars (\$250,000.00) per occurrence and five hundred thousand dollars (\$500,000.00) aggregate. Insurance covering damages to property shall be in the sum of not less than one hundred thousand dollars (\$100,000.00). The general liability insurance must name the City as an additional insured.

8.4 Professional Liability Errors and Omissions Insurance

Provider shall also provide and maintain Professional Liability Errors and Omissions Insurance coverage to protect Provider and City from any liability arising out of the performance of professional services, if any, under this Agreement. Such coverage shall be in the sum of not less than three hundred thousand dollars (\$300,000.00) per occurrence and five hundred thousand dollars (\$500,000.00) aggregate.

8.5 Certificate of Insurance

A signed Certificate of Insurance, satisfactory to City, showing compliance with the requirements of this Article shall be furnished to City before any services are performed. Such Certificate shall provide thirty (30) days written notice to City prior to the cancellation or modification of any insurance referred to therein.

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

ARTICLE 9: DEFAULT

In the event Provider fails to comply or becomes disabled and unable to comply with the provisions of this Agreement as to the quality or character of the service or time of performance, and the failure is not corrected within thirty (30) days after written notice by City to Provider, City may, at its sole discretion without prejudice to any other right or remedy.

- (a) Terminate this Agreement and be relieved of the payment of any further consideration to Provider except for all work determined by City to be satisfactorily completed prior to termination. Payment for work satisfactorily completed shall be for actual costs, including reasonable salaries and travel expenses of Provider to and from meetings called by City at which Provider is required to attend, but shall not include and loss of profit of Provider. In the event such termination, City may proceed to complete the services in any manner deemed proper by the City, either by the use of its own forces or by resubmitting to others. Provider agrees that any costs incurred to complete the services



STANDARD PROFESSIONAL SERVICES AGREEMENT

herein provided for may be deducted and paid by the owner out of such money's as may be due or that may thereafter become due to Provider under and by virtue of this Agreement.

- (b) City may, without terminating this Agreement or taking over the services, furnish the necessary materials, equipment, supplies and/or help necessary to remedy the situation, at the expense of Provider.

ARTICLE 10: MISCELLANEOUS

10.1 Reuse of Documents:

Except as otherwise dictated by the Contract Documents, and with the explicit exception of the preliminary and final documents, all documents including Maps, Plans and Specifications provided or furnished by the Provider pursuant to this Agreement are instruments of service; and shall become the property of the City. Agreement for the use of the City and the City's assigns.

10.2 Entire Agreement.

This Agreement constitutes the sole and only Agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties with respect to this subject matter.

10.3 Assignment.

Neither this Agreement nor any duties or obligations under it shall be assignable by Provider without the prior written consent of City. In the event of an assignment by Provider to which the City has consented, the assignee or the assignee's legal representative shall agree in writing with the City to personally assume, perform, and be bound by all the covenants, obligations, and agreements contained in this Agreement.

10.4 Adjustments in Services/Amendment.

This Agreement may be amended by the mutual written agreement of the parties. Provider shall not make any claims for extra services, additional services or changes in the services without a written agreement with City prior to the performance of such services.

10.5 Governing law.

The validity of this Agreement and any of its terms or provisions, as well as the rights and duties of the parties, shall be governed by the laws of the State of Texas; and venue for any action concerning this Agreement shall be in Dallas County, Texas.

10.6 Notices.



STANDARD PROFESSIONAL SERVICES AGREEMENT

All notices required by the Agreement shall be in writing and addressed to the following, or such other party or address as either party designates in writing, by certified mail, postage prepaid or by hand delivery:

City of Lancaster

Opal Mauldin-Jones, City Manager
PO Box 940
Lancaster, TX 75146
972-218-1300
oiones@lancaster-tx.com

Reliable Paving, Inc.

Stephen Schlett
1903 N. Peyco
Arlington, TX 76001
817-467-0779
sschlett@reliablepaving.com

10.7 Legal construction.

In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.

10.8 Successors and Assigns.

- (a) The City and Provider each is hereby bound and the partners, successors, executors, administrators, legal representatives and assigns of City and Provider are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, legal representatives and assigns of such other party in respect of all covenants and obligations of this Agreement.
- (b) Neither the City nor the Provider may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- (c) Nothing in this Agreement shall be construed to create, impose or give rise to any duty owed by the Provider to any Provider, subcontractor, supplier, other person or entity, or to any surety for or employee of any of them, or give any rights in or benefits under this Agreement to anyone other than the City and the Provider.

10.9 Conflict.



STANDARD PROFESSIONAL SERVICES AGREEMENT

If a conflict exists between this Agreement, and an Exhibit, the Response, then such conflicts shall be resolved as follows:

- (a) If a conflict exists between this Agreement and an Exhibit or the Response, then this Agreement shall control.
- (b) If a conflict exists between the Response and an Exhibit, the Exhibit shall control.

10.10 Severability

Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the City and the Provider, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.11 Captions

The captions used in this Agreement are for convenience only and shall not affect in any way the meaning or interpretations of the provisions set forth herein.

10.12 Counterparts

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this the day of _____, 2024.

CITY OF LANCASTER, TEXAS
A Texas home-rule municipality

Reliable Paving, Inc.
Construction Company

Opal Mauldin-Jones, City Manager

SIGNATURE AND TITLE

Date: _____

Date: _____



STANDARD PROFESSIONAL SERVICES AGREEMENT

Exhibit A: Proposal for Professional Services

Note: Modification of this Form requires approval by the Office of the City Attorney.



2023-23 Addendum 2

Roadway Reconstruction Projects

Issue Date: 12/22/2023

Questions Deadline: 1/24/2024 02:00 PM (CT)

Response Deadline: 1/31/2024 02:00 PM (CT)

Purchasing

Contact Information

Contact: Cheryl Womble, CTCD/CTCM Purchasing Agent

Address: Purchasing

PO Box 940

Lancaster, TX 75146

Phone: (972) 218-1329

Fax: (972) 218-3621

Email: cwomble@lancaster-tx.com

Event Information

Number: 2023-23 Addendum 2
Title: Roadway Reconstruction Projects
Type: Request for Proposal
Issue Date: 12/22/2023
Question Deadline: 1/24/2024 02:00 PM (CT)
Response Deadline: 1/31/2024 02:00 PM (CT)
Notes: It is the intent of this specification to obtain a proposal for the reconstruction of several asphalt and concrete streets in the City of Lancaster.

Billing Information

Contact: Sara Purvee
Address: Finance/Accounts Payable
PO Box 940
Lancaster, TX 75146
Phone: (972) 218-1320
Email: accounts-payable@lancaster-tx.com

Bid Activities

Week 1 -Advertisement Focus News	12/22/2023 8:00:00 AM (CT)
Bid opens Request for Proposals is open online for electronic submission.	12/22/2023 10:00:00 AM (CT)
Week 2 -Advertisement Focus News	12/28/2023 8:00:00 AM (CT)
Week 2 - Additional Advertising Outreach The Dallas Examiner	12/28/2023 8:00:00 AM (CT)
Pre-Bid Meeting A pre-bid meeting will be held at: 211 N. Henry Street Lancaster, TX 75146	1/10/2024 11:00:00 AM (CT)
Questions Cutoff/Deadline During the term of this RFP, the Proposer shall not contact any City staff except those designated in the RFP or subsequent addendums/ correspondence. All questions should be addressed in the lonwave e-bid system at least five (5) business days prior to the Due Date. Non-compliance with this provision may result in rejection of the Proposal.	1/24/2024 2:00:00 PM (CT)
Due Date Proposals will not be accepted after 2:00 p.m. on 1/31/2024.	1/31/2024 2:00:00 PM (CT)

Bid Attachments

Bid Form Reference Page.doc

[View Online](#)

Contractor must provide at least three references, and Government Agencies that firm has done business with.

W9 2013 - Blank.pdf

[View Online](#)

W9 - Form must be completed and uploaded to response attachments.

Bid Form Vendor Information Sheet.doc

[View Online](#)

Vendor Information Sheet

Conflict of Interest Form (CIQ) - COL Version.pdf

[View Online](#)

COI - Form must be completed and uploaded to response attachments.

Bid Form for Israel.pdf

[View Online](#)

Form for Israel

General Terms & Conditions.docx

[View Online](#)

General Terms & Conditions

Bid Form Insurance Requirements.pdf

[View Online](#)

Insurance Requirements

Advertisement -2023-23 Roadway Reconstruction Proj.pdf

[View Online](#)

Bid Notice

Pre-Proposal Sign In Road Reconst Projects.pdf

[Download](#)

Pre-proposal sign in sheet.

Requested Attachments

References

(Attachment required)

Valid Reference Email addresses are REQUIRED. YOU MUST PROVIDE REFERENCES THAT YOU HAVE VERIFIED AND THEY HAVE AGREED TO PROVIDE REFERENCES WHEN WE EMAIL THEM FOR THE REFERENCE RESPONSE. Failure to receive positive responses will result in a non-award status for your proposal. The vendor must download the References page from the attachment tab, fill in the requested information and upload the completed spreadsheet. DO NOT UPLOAD encrypted or password protected files.

Current W-9 Tax Form

(Attachment required)

You are required by the City of Lancaster to upload a current W-9 Internal Revenue Service (IRS) Tax Form for your entity. This form will be utilized by the City of Lancaster to properly identify your entity.

Bid Form Vendor Information Sheet

(Attachment required)

You are required by the City of Lancaster to upload a current Vendor Information Form for your entity. This form will be utilized by the City of Lancaster to properly identify your entity.

Conflict of Interest Form CIQ- ONLY REQUIRED IF A CONFLICT EXISTS PER THE INSTRUCTIONS

ONLY REQUIRED IF A CONFLICT EXISTS PER THE INSTRUCTIONS Conflict of Interest Form for Vendors that are required to submit the form. The Conflict of Interest Form is included in the Base documents or can be found at <http://www.lancaster-tx.com/310/Conflict-of-Interest>.

Israel Boycott Verification

(Attachment required)

D/M/WBE Certification OPTIONAL

D/M/WBE Certification documentation may be scanned and uploaded if you desire to claim your status as one of the identified enterprises. (Disadvantaged Business Enterprise, Minority Business Enterprise and/or Woman Business Enterprise) If vendor has more than one certification scan into one document. (PDF Format ONLY) DO NOT UPLOAD encrypted or password protected files.

Warranty

Warranty information (if applicable) must be scanned and uploaded. (PDF Format ONLY) DO NOT UPLOAD encrypted or password protected files.

Supplementary

Supplementary information can be scanned and uploaded. (Company information, brochures, catalogs, etc.) (PDF Format ONLY) DO NOT UPLOAD encrypted or password protected files.

All Other Certificates

All Other Certificates (if applicable) must be scanned and uploaded. If vendor has more than one other certification scan into one document. (PDF Format ONLY) DO NOT UPLOAD encrypted or password protected files.

Bid Attributes

1	<p>INTRODUCTION</p> <p>The reconstruction work for each street include the complete removal of existing pavement and base materials and reconstruct with new pavement and subgrade using current City construction standard details. The new reconstruction will follow the exact same alignment as the existing road.</p> <p>PROJECTS</p> <p>There are twenty three (23) streets to be reconstructed.</p> <p>1. Parkerville Road from I-35 Service Road to Houston School Road (asphalt road). To be reconstructed with 2-inch of type D asphalt layer, on top of 3-inch of type B asphalt layer, on top of 4-inch flex base layer compacted to 95% standard proctor density or 6-inch lime stabilized subgrade layer. (approximately 1.2 miles) Please see City's Standard Detail Sheet 5.</p> <p>2. Main Street from South Houston School Road to Dallas Avenue (asphalt road). (approximately 4 miles) Please see asphalt details above.</p> <p>3. Lancaster Hutchins Road from Pleasant Run Road Wintergreen Road (asphalt road). (approximately 2 miles) Please see asphalt details above.</p> <p>4. Houston School Road from I-20 Service Road to Daniieldale Road (concrete road). To be constructed with 10-inch of 4000 psi concrete pavement layer, with number 4 bars at 18-inch on centers, on top of 10-inch cement treated base layer. (approximately 0.5 miles)</p> <p>5. Reindeer Road from Houston School Road to Nokomis (asphalt road). (approximately 3 miles) Please see asphalt details above.</p> <p>6. Donlee Road from Dallas Ave to Sunny Meadow Drive (asphalt road). (approximately 1.4 miles) Please see asphalt details above.</p> <p>7. Westridge Avenue from Griffin Street to Pleasant Run Road (asphalt road). (approximately 0.7 miles) Please asphalt details above.</p> <p>8. Sunny Meadow Drive from Wintergreen Ave to Donlee Road (asphalt road). (approximately 0.9 miles) Please asphalt details above.</p> <p>9. Meadow Creek Drive from Bluegrove Road to Alhambra Drive (asphalt road). (approximately 0.9 miles) Please asphalt details above.</p> <p>10. Rolling Hills Place, segments between Gateway Drive and Coral Drive (concrete road). To be constructed with 6-inch layer of 4000 psi concrete layer with number 4 bars at 18 inch on centers, on top of 6-inch layer of cement treated base. (approximately 0.6 miles)</p> <p>11. Rolling Meadows Drive from Pleasant Run Road to Harvest Hill Lane (asphalt road). (approximately 0.7 miles) Please see asphalt details above.</p> <p>12. Park Circle Drive from Pleasant Run Road to Green Drive (asphalt road). (approximately 0.4 miles) Please see asphalt details above.</p>
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13. Springcrest Circle from Pleasant Run Road entire loop (asphalt road). (approximately 0.5 miles) Please see asphalt details above.
14. Portwood Drive from Cedardale Road to dead end (asphalt road). (approximately 0.3 miles) Please see asphalt details above.
15. Interurban Road from Cedardale Road to Taylor Street (asphalt road). (approximately 0.3 miles) Please see asphalt details above.
16. Edwards Street from Cedardale Road to Taylor Street (asphalt road). (approximately 0.3 miles) Please see asphalt details above.
17. Doyle Lane from Cedardale Road to Taylor Street (asphalt road). (approximately 0.3 miles) Please see asphalt details above.
18. Taylor Street from Edwards Street to Daniel Lane (asphalt road). (approximately 0.2 miles) Please see asphalt details above.
19. Cheshier Road from Belt Line Road north to end of road (asphalt road). (approximately 0.4 miles) Please see asphalt details above.
20. N. Henry Road from 4th Street to Oak Street (asphalt road). (approximately 0.5 miles) Please see asphalt details.
21. Bayport Drive from Sunny Meadow Drive to Verona Road (asphalt road). (approximately 0.6 miles) Please see asphalt details above.
22. Gerry Way from Wintergreen Road to Balkin Drive (asphalt road). (approximately 0.3 miles) Please see asphalt details above.
23. Sequoia Drive from Westridge Avenue to Kiowa Circle (asphalt road). (approximately 0.4 miles) Please see asphalt details above.

Traffic control plan and pamphlet and/or door hanger notifying residents of street closure for each street shall be prepared and submitted for approval by City, at least 72 hours prior to start of work.

NOTE

It is the intent of the city to award multiple contractors to work simultaneously throughout the city.

2 Server Time

Server Time is located in the top right corner of the screen. Please ensure you have registered and selected the appropriate time zone. All bids are due Central Time.

☐ I Understand

(Required: Check if applicable)

3 Errors

The system checks for errors upon submittal. If you have not completed a required attribute, the system will not accept your bid. Please do not wait until 5 minutes before the response is due. If you have an error, you may not have time to correct and re-submit. Please see the Navigating the E-Procurement System document located at www.lancaster-tx.com/bids for information on errors.

☐ I Understand

(Required: Check if applicable)

4 Notification

How did you hear about this bid opportunity?

- ☐ e-procurement system ☐ Focus News ☐ The Dallas Examiner ☐ Demandstar/Onvia
☐ Public Purchase ☐ Other

(Required: Check only one)

5 Annual Contract

This agreement will contain a fixed pricing structure for the term of the agreement. Quantities shown are estimates and NOT a commitment to buy any specific quantity. Orders will be placed on a non-exclusive, "as needed", basis. Orders placed by the City of Lancaster will be done with a purchase order.

☐ I Agree

(Required: Check if applicable)

6 One Year - 4 Renewals

Length of this contract shall be for one (1) full year with the option to renew the contract for four additional one-year periods. Both parties must be in agreement.

☐ Agree

(Optional: Check if applicable)

7 PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING ISREAL

TEXASL LOCAL GOVERNMENT CODE

Sec. 2271.002. PROVISION REQUIRED IN CONTRACT.

(a) This section applies only to a contract that:

(1) is between a governmental entity and a company with 10 or more full-time employees; and

(2) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.

(b) A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

(1) does not boycott Israel; and

(2) will not boycott Israel during the term of the contract.

☐ I Agree

(Required: Check all that apply)

8 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.

(Required: Maximum 4000 characters allowed)

9 Cooperative Agreement

Should other Government Entities decide to participate in this contract, would you, the Vendor, agree that all terms, conditions, specifications, and pricing would apply?

If you, the Vendor checked yes, the following will apply: Government entities utilizing Inter-Governmental Contracts with the City of Lancaster will be eligible, but not obligated, to purchase materials/services under this contract(s) awarded as a result of this bid. All purchases by Governmental Entities other than the City of Lancaster will be billed directly to that Governmental Entity and paid by that Governmental Entity. The City of Lancaster will not be responsible for another Governmental Entity's debts. Each Governmental Entity will order their own material/service as needed.

☐ Yes ☐ No

(Required: Check only one)

10 Conflict of Interest 1

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.

11 NEPOTISM STATEMENT

The Bidder or Proposer or any officer, if the Bidder or Proposer is other than an individual, shall state whether Bidder or 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 ☐ I am related to an official or employee

(Required: Check only one)

12 NON-COLLUSIVE BIDDING CERTIFICATE

By submission of this bid or proposal, the Bidder certifies that:

1. This bid or proposal has been independently arrived at without collusion with any other Bidder or with any Competitor;
2. This bid or proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids, or proposals for this project, to any other Bidder, Competitor or potential competitor;
3. No attempt has been or will be made to induce any other person, partnership or corporation to submit or not to submit a bid or proposal;
4. The person signing this bid or proposal certifies that he/she/they/them has fully informed himself regarding the accuracy of the statements contained in this certification, and under the penalties of being applicable to the Bidder as well as to the person signing in its behalf.

Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered.

☐ I Agree

(Optional: Check if applicable)

1
3**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.

(Required: Maximum 4000 characters allowed)

1
4**Electronic Payment**

If you would like your payment sent electronically (EFT), please provide your accounts receivable contact information. Please provide name and email.

(Required: Maximum 1000 characters allowed)

1
5**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.

☐ I Agree

(Required: Check if applicable)

1
6**PROPERTY TAXES**

Please indicate whether you or your company, owe delinquent property taxes to the City whether an assumed name, partnership, corporation, or any other legal form.

☐ I do not owe property Taxes ☐ I do owe property taxes

(Required: Check only one)

1
7**MWBE 1**

Is your company M/WBE or HUB certified?

☐ Yes ☐ No

(Required: Check only one)

1
8**MWBE 2**

If yes, what is your certification number?

(Optional: Maximum 1000 characters allowed)

1
9**MWBE 3**

If yes, what agency completed the certification?

(Optional: Maximum 1000 characters allowed)

2
0**MWBE 4**

If yes, what is the expiration date of your certification?

(Optional: Maximum 1000 characters allowed)

2
1**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.

The limitation does not include protests relating to staff recommendations as to award of a bid. Protests relating to staff recommendations may be directed to the City Council by contacting the City Secretary PRIOR to Council Award.

☐ I Agree

(Required: Check if applicable)

2
2**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 ☐ Alaska ☐ Arizona ☐ Arkansas ☐ California ☐ Colorado ☐ Connecticut
☐ Delaware ☐ District of Columbia ☐ Florida ☐ Georgia ☐ Hawaii ☐ Idaho ☐ Illinois
☐ Indiana ☐ Iowa ☐ Kansas ☐ Kentucky ☐ Louisiana ☐ Maine ☐ Maryland ☐ Massachusetts
☐ Michigan ☐ Minnesota ☐ Mississippi ☐ Missouri ☐ Montana ☐ Nebraska ☐ Nevada
☐ New Hampshire ☐ New Jersey ☐ New Mexico ☐ New York ☐ North Carolina ☐ North Dakota
☐ Ohio ☐ Oklahoma ☐ Oregon ☐ Pennsylvania ☐ Rhode Island ☐ South Carolina
☐ South Dakota ☐ Tennessee ☐ Texas ☐ Utah ☐ Vermont ☐ Virginia ☐ Washington
☐ West Virginia ☐ Wisconsin ☐ Wyoming

(Required: Check only one)

2
3**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 ☐ No ☐ N/A-Texas Business

(Required: Check only one)

2
4**Reciprocal Information 3**

If Yes, What is the dollar increment or percentage?

(Required: Maximum 1000 characters allowed)

2
5**Response Term**

Responses shall be valid for ninety (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*(Optional: Check if applicable)*2
6**T&C Acknowledgement**

I have read and agree to the terms and conditions of this bid.

☐ I Agree*(Optional: Check if applicable)*2
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.

☐ I Agree*(Optional: Check if applicable)*2
8**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*(Optional: Check if applicable)*2
9**Insurance**

Vendor shall provide insurance as listed in the insurance requirements attached.

☐ I Understand*(Optional: Check if applicable)*3
0**County**

What county is your principal place of business located?

*(Required: Maximum 1000 characters allowed)*3
1**Immigration**

Employers may hire only 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.

3
2**Audit**

The City reserves the right to audit the records and performance of the Contractor during the term of the contract and for three years thereafter.

3
3**Variation from Specification**

Variations from the Specifications may be acceptable provided such differences are noted on the bid and are deemed to be advantageous to the City.

3
4**Questions**

During the term of this RFQ, the Proposer shall not contact any City staff except those designated in the RFQ or subsequent addendums/ correspondence. All questions should be addressed in the Ionwave e-bid system at least five (5) business days prior to the Due Date. **Non-compliance with this provision may result in rejection of the Proposal.**

☐ Agree

(Optional: Check if applicable)

3
5**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 Understand

(Required: Check if applicable)

3
6**Payment Terms**

The City of Lancaster's payment terms are Net 30.

3
7**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

(Optional: Check if applicable)

3
8**Late Submission**

Bids/RFQs are not accepted after the closing date and time. The City of Lancaster is not responsible 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.

☐ I Understand

(Required: Check if applicable)

3
9**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 re-submit their response.

☐ I Understand

(Optional: Check if applicable)

4
0**Deviation**

DEVIATIONS: In the event, you the Proposer, intend to deviate from the general terms, conditions, special conditions, specifications, or other information attached hereto, all such deviations must be detailed and uploaded in the RESPONSE ATTACHMENTS section of the e-pro system with the description DEVIATION.

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

☐ No Deviations ☐ Yes, a list of Deviations are attached

(Required: Check only one)

4
1

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

(Optional: Check if applicable)

4
2

Contractor Independence

Contractor will operate as an independent contractor and not an agent, representative, partner, or employee of the City of Lancaster, and shall control his operations at the work site, and be solely responsible for the acts or omissions of his employee(s). All wages, taxes, and worker's compensation of all contract employees shall be paid by the contractor.

4
3

AWARD OF CONTRACT

Award will be based on responsive bids best value. 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.

Response to specifications, location of vendor, history/relationship, price and vendor's ability to perform the work are the primary factors in determining the best value responsive bid when awarding the contract.

The contractor shall not commence work under these terms and conditions of the contract until all applicable Certificates of Insurance 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

(Required: Check if applicable)

Supplier Information

Company Name:

Contact Name:

Address:

Phone:

Fax:

Email:

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. <P> Please feel free to call us if you require any assistance with the response. <P> Emailed or Fax submissions will not be accepted.

Print Name

Signature

Bid Form

Project Item Information				Bidder's Proposal	
Bidlist Item No.	Description	Unit of Measure	Bid Quantity	Unit Price	Bid Value
<u>PARKERVILLE ROAD - LIME - 19 Working Days</u>					
1	MOBILIZATION (BONDS, TESTING, SURVEY)	LS	1	\$13,400.00	\$13,400.00
2	BARRICADES, SIGNS, AND TRAFFIC HANDLING (TxDOT ITEM 502)	LS	1	\$3,100.00	\$3,100.00
4	REMOVE EXISTING ASPHALT PAVEMENT	SY	14,080	\$4.35	\$61,248.00
5	6" LIME STABILIZED SUBGRADE	SY	14080	\$11.15	\$156,992.00
7	3" TY-B HMAC PG64-22	SY	14080	\$18.65	\$262,592.00
8	2" TY-D HMAC PG64-22	SY	14,080	\$13.35	\$187,968.00
				TOTAL	\$685,300.00
<u>MAIN STREET - LIME - 62 Working Days</u>					
1	MOBILIZATION (BONDS, TESTING, SURVEY)	LS	1	\$15,400.00	\$15,400.00
2	BARRICADES, SIGNS, AND TRAFFIC HANDLING (TxDOT ITEM 502)	LS	1	\$4,100.00	\$4,100.00
4	REMOVE EXISTING ASPHALT PAVEMENT	SY	62,010	\$4.08	\$253,000.80
5	6" LIME STABILIZED SUBGRADE	SY	62010	\$10.35	\$641,803.50
7	3" TY-B HMAC PG64-22	SY	62010	\$18.52	\$1,148,425.20
8	2" TY-D HMAC PG64-22	SY	62,010	\$13.03	\$807,990.30
				TOTAL	\$2,870,719.80
<u>LANCASTER HUTCHINS ROAD - LIME - 34 Working Days</u>					
1	MOBILIZATION (BONDS, TESTING, SURVEY)	LS	1	\$14,100.00	\$14,100.00
2	BARRICADES, SIGNS, AND TRAFFIC HANDLING (TxDOT ITEM 502)	LS	1	\$2,500.00	\$2,500.00
4	REMOVE EXISTING ASPHALT PAVEMENT	SY	35,200	\$3.93	\$138,336.00
5	6" LIME STABILIZED SUBGRADE	SY	35,200	\$10.30	\$362,560.00
7	3" TY-B HMAC PG64-22	SY	35,200	\$18.35	\$645,920.00
8	2" TY-D HMAC PG64-22	SY	35,200	\$13.00	\$457,600.00
				TOTAL	\$1,621,016.00

Project Item Information				Bidder's Proposal	
Bidlist Item No.	Description	Unit of Measure	Bid Quantity	Unit Price	Bid Value
<u>PARKERVILLE ROAD - FLEXBASE - 15 Working Days</u>					
1	MOBILIZATION (BONDS, TESTING, SURVEY)	LS	1	\$13,400.00	\$13,400.00
2	BARRICADES, SIGNS, AND TRAFFIC HANDLING (TxDOT ITEM 502)	LS	1	\$3,100.00	\$3,100.00
4	REMOVE EXISTING ASPHALT PAVEMENT	SY	14,080	\$4.35	\$61,248.00
6	ALT. 4" FLEX BASE	SY	14,080	\$8.85	\$124,608.00
7	3" TY-B HMAC PG64-22	SY	14080	\$18.65	\$262,592.00
8	2" TY-D HMAC PG64-22	SY	14,080	\$13.35	\$187,968.00
				TOTAL	\$652,916.00
<u>MAIN STREET - FLEXBASE - 48 Working Days</u>					
1	MOBILIZATION (BONDS, TESTING, SURVEY)	LS	1	\$15,400.00	\$15,400.00
2	BARRICADES, SIGNS, AND TRAFFIC HANDLING (TxDOT ITEM 502)	LS	1	\$4,100.00	\$4,100.00
4	REMOVE EXISTING ASPHALT PAVEMENT	SY	62,010	\$4.08	\$253,000.80
6	ALT. 4" FLEX BASE	SY	62,010	\$7.90	\$489,879.00
7	3" TY-B HMAC PG64-22	SY	62010	\$18.52	\$1,148,425.20
8	2" TY-D HMAC PG64-22	SY	62,010	\$13.03	\$807,990.30
				TOTAL	\$2,718,795.30
<u>LANCASTER HUTCHINS ROAD - FLEXBASE - 27 Working Days</u>					
1	MOBILIZATION (BONDS, TESTING, SURVEY)	LS	1	\$14,100.00	\$14,100.00
2	BARRICADES, SIGNS, AND TRAFFIC HANDLING (TxDOT ITEM 502)	LS	1	\$2,500.00	\$2,500.00
4	REMOVE EXISTING ASPHALT PAVEMENT	SY	35,200	\$3.93	\$138,336.00
6	ALT. 4" FLEX BASE	SY	35,200	\$7.88	\$277,376.00
7	3" TY-B HMAC PG64-22	SY	35,200	\$18.35	\$645,920.00
8	2" TY-D HMAC PG64-22	SY	35,200	\$13.00	\$457,600.00
				TOTAL	\$1,535,832.00

HOUSTON SCHOOL ROAD - CONCRETE - 35 Working Days					
1	MOBILIZATION (BONDS, TESTING, SURVEY)	LS	1	\$12,900.00	\$12,900.00
2	BARRICADES, SIGNS, AND TRAFFIC HANDLING (TxDOT ITEM 502)	LS	1	\$6,200.00	\$6,200.00
4	REMOVE EXISTING CONCRETE PAVEMENT	SY	8,500	\$13.35	\$113,475.00
5	10" CEMENT STABILIZED SUBGRADE	SY	8,500	\$15.50	\$131,750.00
6	10" 4000 PSI REINFORCED CONCRETE PAVEMENT	SY	8,500	\$102.60	\$872,100.00
				TOTAL	\$1,136,425.00
REINDEER ROAD - LIME - 38 Working Days					
1	MOBILIZATION (BONDS, TESTING, SURVEY)	LS	1	\$13,650.00	\$13,650.00
2	BARRICADES, SIGNS, AND TRAFFIC HANDLING (TxDOT ITEM 502)	LS	1	\$4,200.00	\$4,200.00
4	REMOVE EXISTING ASPHALT PAVEMENT	SY	37,000	\$3.72	\$137,640.00
5	6" LIME STABILIZED SUBGRADE	SY	37,000	\$10.45	\$386,650.00
7	3" TY-B HMAC PG64-22	SY	37,000	\$18.55	\$686,350.00
8	2" TY-D HMAC PG64-22	SY	37,000	\$13.05	\$482,850.00
				TOTAL	\$1,711,340.00
DONLEE ROAD - LIME - 25 Working Days					
1	MOBILIZATION (BONDS, TESTING, SURVEY)	LS	1	\$14,550.00	\$14,550.00
2	BARRICADES, SIGNS, AND TRAFFIC HANDLING (TxDOT ITEM 502)	LS	1	\$3,300.00	\$3,300.00
4	REMOVE EXISTING ASPHALT PAVEMENT	SY	21,267	\$4.10	\$87,194.70
5	6" LIME STABILIZED SUBGRADE	SY	21,267	\$10.65	\$226,493.55
7	3" TY-B HMAC PG64-22	SY	21,267	\$18.60	\$395,566.20
8	2" TY-D HMAC PG64-22	SY	21,267	\$13.20	\$280,724.40
				TOTAL	\$1,007,828.85
WESTRIDGE AVENUE - LIME - 19 Working Days					
1	MOBILIZATION (BONDS, TESTING, SURVEY)	LS	1	\$13,100.00	\$13,100.00
2	BARRICADES, SIGNS, AND TRAFFIC HANDLING (TxDOT ITEM 502)	LS	1	\$3,200.00	\$3,200.00
4	REMOVE EXISTING ASPHALT PAVEMENT	SY	17,267	\$3.45	\$59,571.15
5	6" LIME STABILIZED SUBGRADE	SY	17,267	\$10.45	\$180,440.15
7	3" TY-B HMAC PG64-22	SY	17,267	\$18.30	\$315,986.10
8	2" TY-D HMAC PG64-22	SY	17,267	\$13.40	\$231,377.80
				TOTAL	\$803,675.20

REINDEER ROAD - FLEXBASE - 29 Working Days					
1	MOBILIZATION (BONDS, TESTING, SURVEY)	LS	1	\$13,650.00	\$13,650.00
2	BARRICADES, SIGNS, AND TRAFFIC HANDLING (TxDOT ITEM 502)	LS	1	\$4,200.00	\$4,200.00
4	REMOVE EXISTING ASPHALT PAVEMENT	SY	37,000	\$3.72	\$137,640.00
6	ALT. 4" FLEX BASE	SY	37,000	\$8.09	\$299,330.00
7	3" TY-B HMAC PG64-22	SY	37,000	\$18.55	\$686,350.00
8	2" TY-D HMAC PG64-22	SY	37,000	\$13.05	\$482,850.00
				TOTAL	\$1,624,020.00

DONLEE ROAD - FLEXBASE - 19 Working Days					
1	MOBILIZATION (BONDS, TESTING, SURVEY)	LS	1	\$14,550.00	\$14,550.00
2	BARRICADES, SIGNS, AND TRAFFIC HANDLING (TxDOT ITEM 502)	LS	1	\$3,300.00	\$3,300.00
4	REMOVE EXISTING ASPHALT PAVEMENT	SY	21,267	\$4.10	\$87,194.70
6	ALT. 4" FLEX BASE	SY	21,267	\$8.50	\$180,769.50
7	3" TY-B HMAC PG64-22	SY	21,267	\$18.60	\$395,566.20
8	2" TY-D HMAC PG64-22	SY	21,267	\$13.20	\$280,724.40
				TOTAL	\$962,104.80

WESTRIDGE AVENUE - FLEXBASE - 16 Working Days					
1	MOBILIZATION (BONDS, TESTING, SURVEY)	LS	1	\$13,100.00	\$13,100.00
2	BARRICADES, SIGNS, AND TRAFFIC HANDLING (TxDOT ITEM 502)	LS	1	\$3,200.00	\$3,200.00
4	REMOVE EXISTING ASPHALT PAVEMENT	SY	17,267	\$3.45	\$59,571.15
6	ALT. 4" FLEX BASE	SY	17,267	\$8.60	\$148,496.20
7	3" TY-B HMAC PG64-22	SY	17,267	\$18.30	\$315,986.10
8	2" TY-D HMAC PG64-22	SY	17,267	\$13.40	\$231,377.80
				TOTAL	\$771,731.25

SUNNY MEADOW DRIVE - LIME - 17 Working Days					
1	MOBILIZATION (BONDS, TESTING, SURVEY)	LS	1	\$13,000.00	\$13,000.00
2	BARRICADES, SIGNS, AND TRAFFIC HANDLING (TxDOT ITEM 502)	LS	1	\$3,200.00	\$3,200.00
4	REMOVE EXISTING ASPHALT PAVEMENT	SY	12,200	\$4.20	\$51,240.00
5	6" LIME STABILIZED SUBGRADE	SY	12,200	\$10.75	\$131,150.00
7	3" TY-B HMAC PG64-22	SY	12,200	\$18.80	\$229,360.00
8	2" TY-D HMAC PG64-22	SY	12,200	\$13.20	\$161,040.00
				TOTAL	\$588,990.00

MEADOW CREEK DRIVE - LIME - 20 Working Days					
1	MOBILIZATION (BONDS, TESTING, SURVEY)	LS	1	\$14,250.00	\$14,250.00
2	BARRICADES, SIGNS, AND TRAFFIC HANDLING (TxDOT ITEM 502)	LS	1	\$6,300.00	\$6,300.00
4	REMOVE EXISTING ASPHALT PAVEMENT	SY	16,900	\$3.80	\$64,220.00
5	6" LIME STABILIZED SUBGRADE	SY	16,900	\$10.45	\$176,605.00
7	3" TY-B HMAC PG64-22	SY	16,900	\$18.40	\$310,960.00
8	2" TY-D HMAC PG64-22	SY	16,900	\$13.13	\$221,897.00
				TOTAL	\$794,232.00

ROLLING HILLS PLACE - CONCRETE - 31 Working Days					
1	MOBILIZATION (BONDS, TESTING, SURVEY)	LS	1	\$12,550.00	\$12,550.00
2	BARRICADES, SIGNS, AND TRAFFIC HANDLING (TxDOT ITEM 502)	LS	1	\$2,100.00	\$2,100.00
4	REMOVE EXISTING CONCRETE PAVEMENT	SY	12,700	\$6.19	\$78,613.00
5	6" CEMENT STABILIZED SUBGRADE	SY	12,700	\$13.40	\$170,180.00
6	6" 4000 PSI REINFORCED CONCRETE PAVEMENT	SY	12,700	\$61.35	\$779,145.00
				TOTAL	\$1,042,588.00

ROLLING MEADOWS DRIVE - LIME - 18 Working Days					
1	MOBILIZATION (BONDS, TESTING, SURVEY)	LS	1	\$14,000.00	\$14,000.00
2	BARRICADES, SIGNS, AND TRAFFIC HANDLING (TxDOT ITEM 502)	LS	1	\$2,100.00	\$2,100.00
4	REMOVE EXISTING ASPHALT PAVEMENT	SY	13,200	\$3.85	\$50,820.00
5	6" LIME STABILIZED SUBGRADE	SY	13,200	\$11.30	\$149,160.00
7	3" TY-B HMAC PG64-22	SY	13,200	\$18.70	\$246,840.00
8	2" TY-D HMAC PG64-22	SY	13,200	\$13.32	\$175,824.00
				TOTAL	\$638,744.00

SUNNY MEADOW DRIVE - FLEXBASE - 14 Working Days					
1	MOBILIZATION (BONDS, TESTING, SURVEY)	LS	1	\$13,000.00	\$13,000.00
2	BARRICADES, SIGNS, AND TRAFFIC HANDLING (TxDOT ITEM 502)	LS	1	\$3,200.00	\$3,200.00
4	REMOVE EXISTING ASPHALT PAVEMENT	SY	12,200	\$4.20	\$51,240.00
6	ALT. 4" FLEX BASE	SY	12,200	\$8.45	\$103,090.00
7	3" TY-B HMAC PG64-22	SY	12,200	\$18.80	\$229,360.00
8	2" TY-D HMAC PG64-22	SY	12,200	\$13.20	\$161,040.00
				TOTAL	\$560,930.00

MEADOW CREEK DRIVE - FLEXBASE - 16 Working Days					
1	MOBILIZATION (BONDS, TESTING, SURVEY)	LS	1	\$14,250.00	\$14,250.00
2	BARRICADES, SIGNS, AND TRAFFIC HANDLING (TxDOT ITEM 502)	LS	1	\$6,300.00	\$6,300.00
4	REMOVE EXISTING ASPHALT PAVEMENT	SY	16,900	\$3.80	\$64,220.00
6	ALT. 4" FLEX BASE	SY	16,900	\$8.22	\$138,918.00
7	3" TY-B HMAC PG64-22	SY	16,900	\$18.40	\$310,960.00
8	2" TY-D HMAC PG64-22	SY	16,900	\$13.13	\$221,897.00
				TOTAL	\$756,545.00

ROLLING MEADOWS DRIVE - FLEXBASE - 14 Working Days					
1	MOBILIZATION (BONDS, TESTING, SURVEY)	LS	1	\$14,000.00	\$14,000.00
2	BARRICADES, SIGNS, AND TRAFFIC HANDLING (TxDOT ITEM 502)	LS	1	\$2,100.00	\$2,100.00
4	REMOVE EXISTING ASPHALT PAVEMENT	SY	13,200	\$3.85	\$50,820.00
6	ALT. 4" FLEX BASE	SY	13,200	\$8.25	\$108,900.00
7	3" TY-B HMAC PG64-22	SY	13,200	\$18.70	\$246,840.00
8	2" TY-D HMAC PG64-22	SY	13,200	\$13.32	\$175,824.00
				TOTAL	\$598,484.00

PARK CIRCLE DRIVE - LIME - 12 Working Days					
1	MOBILIZATION (BONDS, TESTING, SURVEY)	LS	1	\$13,200.00	\$13,200.00
2	BARRICADES, SIGNS, AND TRAFFIC HANDLING (TxDOT ITEM 502)	LS	1	\$2,100.00	\$2,100.00
4	REMOVE EXISTING ASPHALT PAVEMENT	SY	5,000	\$4.45	\$22,250.00
5	6" LIME STABILIZED SUBGRADE	SY	5,000	\$13.15	\$65,750.00
7	3" TY-B HMAC PG64-22	SY	5,000	\$19.10	\$95,500.00
8	2" TY-D HMAC PG64-22	SY	5,000	\$14.10	\$70,500.00
				TOTAL	\$269,300.00
SPRINGCREST CIRCLE - LIME - 12 Working Days					
1	MOBILIZATION (BONDS, TESTING, SURVEY)	LS	1	\$13,000.00	\$13,000.00
2	BARRICADES, SIGNS, AND TRAFFIC HANDLING (TxDOT ITEM 502)	LS	1	\$1,100.00	\$1,100.00
4	REMOVE EXISTING ASPHALT PAVEMENT	SY	6,200	\$4.60	\$28,520.00
5	6" LIME STABILIZED SUBGRADE	SY	6,200	\$12.00	\$74,400.00
7	3" TY-B HMAC PG64-22	SY	6,200	\$18.75	\$116,250.00
8	2" TY-D HMAC PG64-22	SY	6,200	\$13.75	\$85,250.00
				TOTAL	\$318,520.00
PORTWOOD DRIVE - LIME - 11 Working Days					
1	MOBILIZATION (BONDS, TESTING, SURVEY)	LS	1	\$13,100.00	\$13,100.00
2	BARRICADES, SIGNS, AND TRAFFIC HANDLING (TxDOT ITEM 502)	LS	1	\$1,100.00	\$1,100.00
4	REMOVE EXISTING ASPHALT PAVEMENT	SY	3,900	\$4.20	\$16,380.00
5	6" LIME STABILIZED SUBGRADE	SY	3,900	\$11.00	\$42,900.00
7	3" TY-B HMAC PG64-22	SY	3,900	\$19.60	\$76,440.00
8	2" TY-D HMAC PG64-22	SY	3,900	\$14.65	\$57,135.00
				TOTAL	\$207,055.00
INTERURBAN ROAD - LIME - 11 Working Days					
1	MOBILIZATION (BONDS, TESTING, SURVEY)	LS	1	\$13,100.00	\$13,100.00
2	BARRICADES, SIGNS, AND TRAFFIC HANDLING (TxDOT ITEM 502)	LS	1	\$1,100.00	\$1,100.00
4	REMOVE EXISTING ASPHALT PAVEMENT	SY	3,600	\$4.35	\$15,660.00
5	6" LIME STABILIZED SUBGRADE	SY	3,600	\$11.35	\$40,860.00
7	3" TY-B HMAC PG64-22	SY	3,600	\$19.80	\$71,280.00
8	2" TY-D HMAC PG64-22	SY	3,600	\$14.80	\$53,280.00
				TOTAL	\$195,280.00

PARK CIRCLE DRIVE - FLEXBASE - 9 Working Days					
1	MOBILIZATION (BONDS, TESTING, SURVEY)	LS	1	\$13,200.00	\$13,200.00
2	BARRICADES, SIGNS, AND TRAFFIC HANDLING (TxDOT ITEM 502)	LS	1	\$2,100.00	\$2,100.00
4	REMOVE EXISTING ASPHALT PAVEMENT	SY	5,000	\$4.45	\$22,250.00
6	ALT. 4" FLEX BASE	SY	5,000	\$8.90	\$44,500.00
7	3" TY-B HMAC PG64-22	SY	5,000	\$19.10	\$95,500.00
8	2" TY-D HMAC PG64-22	SY	5,000	\$14.10	\$70,500.00
				TOTAL	\$248,050.00

SPRINGCREST CIRCLE - FLEXBASE - 9 Working Days					
1	MOBILIZATION (BONDS, TESTING, SURVEY)	LS	1	\$13,000.00	\$13,000.00
2	BARRICADES, SIGNS, AND TRAFFIC HANDLING (TxDOT ITEM 502)	LS	1	\$1,100.00	\$1,100.00
4	REMOVE EXISTING ASPHALT PAVEMENT	SY	6,200	\$4.60	\$28,520.00
6	ALT. 4" FLEX BASE	SY	6,200	\$9.00	\$55,800.00
7	3" TY-B HMAC PG64-22	SY	6,200	\$18.75	\$116,250.00
8	2" TY-D HMAC PG64-22	SY	6,200	\$13.75	\$85,250.00
				TOTAL	\$299,920.00

PORTWOOD DRIVE - FLEXBASE - 9 Working Days					
1	MOBILIZATION (BONDS, TESTING, SURVEY)	LS	1	\$13,100.00	\$13,100.00
2	BARRICADES, SIGNS, AND TRAFFIC HANDLING (TxDOT ITEM 502)	LS	1	\$1,100.00	\$1,100.00
4	REMOVE EXISTING ASPHALT PAVEMENT	SY	3,900	\$4.20	\$16,380.00
6	ALT. 4" FLEX BASE	SY	3,900	\$9.75	\$38,025.00
7	3" TY-B HMAC PG64-22	SY	3,900	\$19.60	\$76,440.00
8	2" TY-D HMAC PG64-22	SY	3,900	\$14.65	\$57,135.00
				TOTAL	\$202,180.00

INTERURBAN ROAD - FLEXBASE - 9 Working Days					
1	MOBILIZATION (BONDS, TESTING, SURVEY)	LS	1	\$13,100.00	\$13,100.00
2	BARRICADES, SIGNS, AND TRAFFIC HANDLING (TxDOT ITEM 502)	LS	1	\$1,100.00	\$1,100.00
4	REMOVE EXISTING ASPHALT PAVEMENT	SY	3,600	\$4.35	\$15,660.00
6	ALT. 4" FLEX BASE	SY	3,600	\$10.00	\$36,000.00
7	3" TY-B HMAC PG64-22	SY	3,600	\$19.80	\$71,280.00
8	2" TY-D HMAC PG64-22	SY	3,600	\$14.80	\$53,280.00
				TOTAL	\$190,420.00

EDWARDS STREET - LIME - 11 Working Days					
1	MOBILIZATION (BONDS, TESTING, SURVEY)	LS	1	\$15,000.00	\$15,000.00
2	BARRICADES, SIGNS, AND TRAFFIC HANDLING (TxDOT ITEM 502)	LS	1	\$1,100.00	\$1,100.00
4	REMOVE EXISTING ASPHALT PAVEMENT	SY	4,600	\$4.00	\$18,400.00
5	6" LIME STABILIZED SUBGRADE	SY	4,600	\$11.15	\$51,290.00
7	3" TY-B HMAC PG64-22	SY	4,600	\$19.10	\$87,860.00
8	2" TY-D HMAC PG64-22	SY	4,600	\$14.25	\$65,550.00
				TOTAL	\$239,200.00
DOYLE LANE - LIME - 11 Working Days					
1	MOBILIZATION (BONDS, TESTING, SURVEY)	LS	1	\$13,300.00	\$13,300.00
2	BARRICADES, SIGNS, AND TRAFFIC HANDLING (TxDOT ITEM 502)	LS	1	\$1,100.00	\$1,100.00
4	REMOVE EXISTING ASPHALT PAVEMENT	SY	4,600	\$4.00	\$18,400.00
5	6" LIME STABILIZED SUBGRADE	SY	4,600	\$11.15	\$51,290.00
7	3" TY-B HMAC PG64-22	SY	4,600	\$19.25	\$88,550.00
8	2" TY-D HMAC PG64-22	SY	4,600	\$14.25	\$65,550.00
				TOTAL	\$238,190.00
TAYLOR STREET - LIME - 11 Working Days					
1	MOBILIZATION (BONDS, TESTING, SURVEY)	LS	1	\$12,750.00	\$12,750.00
2	BARRICADES, SIGNS, AND TRAFFIC HANDLING (TxDOT ITEM 502)	LS	1	\$1,100.00	\$1,100.00
4	REMOVE EXISTING ASPHALT PAVEMENT	SY	2,900	\$4.70	\$13,630.00
5	6" LIME STABILIZED SUBGRADE	SY	2,900	\$12.30	\$35,670.00
7	3" TY-B HMAC PG64-22	SY	2,900	\$18.90	\$54,810.00
8	2" TY-D HMAC PG64-22	SY	2,900	\$14.00	\$40,600.00
				TOTAL	\$158,560.00
CHESHER ROAD - LIME - 12 Working Days					
1	MOBILIZATION (BONDS, TESTING, SURVEY)	LS	1	\$13,300.00	\$13,300.00
2	BARRICADES, SIGNS, AND TRAFFIC HANDLING (TxDOT ITEM 502)	LS	1	\$2,100.00	\$2,100.00
4	REMOVE EXISTING ASPHALT PAVEMENT	SY	4,700	\$4.55	\$21,385.00
5	6" LIME STABILIZED SUBGRADE	SY	4,700	\$12.20	\$57,340.00
7	3" TY-B HMAC PG64-22	SY	4,700	\$19.30	\$90,710.00
8	2" TY-D HMAC PG64-22	SY	4,700	\$14.40	\$67,680.00
				TOTAL	\$252,515.00

EDWARDS STREET - FLEXBASE - 9 Working Days					
1	MOBILIZATION (BONDS, TESTING, SURVEY)	LS	1	\$15,000.00	\$15,000.00
2	BARRICADES, SIGNS, AND TRAFFIC HANDLING (TxDOT ITEM 502)	LS	1	\$1,100.00	\$1,100.00
4	REMOVE EXISTING ASPHALT PAVEMENT	SY	4,600	\$4.00	\$18,400.00
6	ALT. 4" FLEX BASE	SY	4,600	\$9.20	\$42,320.00
7	3" TY-B HMAC PG64-22	SY	4,600	\$19.10	\$87,860.00
8	2" TY-D HMAC PG64-22	SY	4,600	\$14.25	\$65,550.00
				TOTAL	\$230,230.00

DOYLE LANE - FLEXBASE - 9 Working Days					
1	MOBILIZATION (BONDS, TESTING, SURVEY)	LS	1	\$13,300.00	\$13,300.00
2	BARRICADES, SIGNS, AND TRAFFIC HANDLING (TxDOT ITEM 502)	LS	1	\$1,100.00	\$1,100.00
4	REMOVE EXISTING ASPHALT PAVEMENT	SY	4,600	\$4.00	\$18,400.00
6	ALT. 4" FLEX BASE	SY	4,600	\$9.20	\$42,320.00
7	3" TY-B HMAC PG64-22	SY	4,600	\$19.25	\$88,550.00
8	2" TY-D HMAC PG64-22	SY	4,600	\$14.25	\$65,550.00
				TOTAL	\$229,220.00

TAYLOR STREET - FLEXBASE - 9 Working Days					
1	MOBILIZATION (BONDS, TESTING, SURVEY)	LS	1	\$0.00	\$0.00
2	BARRICADES, SIGNS, AND TRAFFIC HANDLING (TxDOT ITEM 502)	LS	1	\$0.00	\$0.00
4	REMOVE EXISTING ASPHALT PAVEMENT	SY	2,900	\$0.00	\$0.00
6	ALT. 4" FLEX BASE	SY	2,900	\$9.75	\$28,275.00
7	3" TY-B HMAC PG64-22	SY	2,900	\$0.00	\$0.00
8	2" TY-D HMAC PG64-22	SY	2,900	\$0.00	\$0.00
				TOTAL	\$28,275.00

CHESHER ROAD - FLEXBASE - 10 Working Days					
1	MOBILIZATION (BONDS, TESTING, SURVEY)	LS	1	\$13,300.00	\$13,300.00
2	BARRICADES, SIGNS, AND TRAFFIC HANDLING (TxDOT ITEM 502)	LS	1	\$2,100.00	\$2,100.00
4	REMOVE EXISTING ASPHALT PAVEMENT	SY	4,700	\$4.55	\$21,385.00
6	ALT. 4" FLEX BASE	SY	4,700	\$9.15	\$43,005.00
7	3" TY-B HMAC PG64-22	SY	4,700	\$19.30	\$90,710.00
8	2" TY-D HMAC PG64-22	SY	4,700	\$14.40	\$67,680.00
				TOTAL	\$238,180.00

NORTH HENRY ROAD - LIME - 14 Working Days					
1	MOBILIZATION (BONDS, TESTING, SURVEY)	LS	1	\$13,600.00	\$13,600.00
2	BARRICADES, SIGNS, AND TRAFFIC HANDLING (TxDOT ITEM 502)	LS	1	\$2,100.00	\$2,100.00
4	REMOVE EXISTING ASPHALT PAVEMENT	SY	6,500	\$4.50	\$29,250.00
5	6" LIME STABILIZED SUBGRADE	SY	6,500	\$11.35	\$73,775.00
7	3" TY-B HMAC PG64-22	SY	6,500	\$19.40	\$126,100.00
8	2" TY-D HMAC PG64-22	SY	6,500	\$14.60	\$94,900.00
				TOTAL	\$339,725.00
BAYPORT DRIVE - LIME - 15 Working Days					
1	MOBILIZATION (BONDS, TESTING, SURVEY)	LS	1	\$13,900.00	\$13,900.00
2	BARRICADES, SIGNS, AND TRAFFIC HANDLING (TxDOT ITEM 502)	LS	1	\$3,100.00	\$3,100.00
4	REMOVE EXISTING ASPHALT PAVEMENT	SY	7,400	\$4.30	\$31,820.00
5	6" LIME STABILIZED SUBGRADE	SY	7,400	\$10.80	\$79,920.00
7	3" TY-B HMAC PG64-22	SY	7,400	\$19.15	\$141,710.00
8	2" TY-D HMAC PG64-22	SY	7,400	\$14.20	\$105,080.00
				TOTAL	\$375,530.00
GERRY WAY - LIME - 13 Working Days					
1	MOBILIZATION (BONDS, TESTING, SURVEY)	LS	1	\$13,200.00	\$13,200.00
2	BARRICADES, SIGNS, AND TRAFFIC HANDLING (TxDOT ITEM 502)	LS	1	\$2,100.00	\$2,100.00
4	REMOVE EXISTING ASPHALT PAVEMENT	SY	3,700	\$5.00	\$18,500.00
5	6" LIME STABILIZED SUBGRADE	SY	3,700	\$13.50	\$49,950.00
7	3" TY-B HMAC PG64-22	SY	3,700	\$19.50	\$72,150.00
8	2" TY-D HMAC PG64-22	SY	3,700	\$14.65	\$54,205.00
				TOTAL	\$210,105.00
SEQUOIA DRIVE - LIME - 13 Working Days					
1	MOBILIZATION (BONDS, TESTING, SURVEY)	LS	1	\$13,000.00	\$13,000.00
2	BARRICADES, SIGNS, AND TRAFFIC HANDLING (TxDOT ITEM 502)	LS	1	\$1,100.00	\$1,100.00
4	REMOVE EXISTING ASPHALT PAVEMENT	SY	5,200	\$4.40	\$22,880.00
5	6" LIME STABILIZED SUBGRADE	SY	5,200	\$11.75	\$61,100.00
7	3" TY-B HMAC PG64-22	SY	5,200	\$19.05	\$99,060.00
8	2" TY-D HMAC PG64-22	SY	5,200	\$14.05	\$73,060.00
				TOTAL	\$270,200.00

NORTH HENRY ROAD - FLEXBASE - 12 Working Days					
1	MOBILIZATION (BONDS, TESTING, SURVEY)	LS	1	\$13,600.00	\$13,600.00
2	BARRICADES, SIGNS, AND TRAFFIC HANDLING (TxDOT ITEM 502)	LS	1	\$2,100.00	\$2,100.00
4	REMOVE EXISTING ASPHALT PAVEMENT	SY	6,500	\$4.50	\$29,250.00
6	ALT. 4" FLEX BASE	SY	6,500	\$9.40	\$61,100.00
7	3" TY-B HMAC PG64-22	SY	6,500	\$19.40	\$126,100.00
8	2" TY-D HMAC PG64-22	SY	6,500	\$14.60	\$94,900.00
				TOTAL	\$327,050.00

BAYPORT DRIVE - FLEXBASE - 12 Working Days					
1	MOBILIZATION (BONDS, TESTING, SURVEY)	LS	1	\$13,900.00	\$13,900.00
2	BARRICADES, SIGNS, AND TRAFFIC HANDLING (TxDOT ITEM 502)	LS	1	\$3,100.00	\$3,100.00
4	REMOVE EXISTING ASPHALT PAVEMENT	SY	7,400	\$4.30	\$31,820.00
6	ALT. 4" FLEX BASE	SY	7,400	\$9.00	\$66,600.00
7	3" TY-B HMAC PG64-22	SY	7,400	\$19.15	\$141,710.00
8	2" TY-D HMAC PG64-22	SY	7,400	\$14.20	\$105,080.00
				TOTAL	\$362,210.00

GERRY WAY - FLEXBASE - 10 Working Days					
1	MOBILIZATION (BONDS, TESTING, SURVEY)	LS	1	\$13,200.00	\$13,200.00
2	BARRICADES, SIGNS, AND TRAFFIC HANDLING (TxDOT ITEM 502)	LS	1	\$2,100.00	\$2,100.00
4	REMOVE EXISTING ASPHALT PAVEMENT	SY	3,700	\$5.00	\$18,500.00
6	ALT. 4" FLEX BASE	SY	3,700	\$10.00	\$37,000.00
7	3" TY-B HMAC PG64-22	SY	3,700	\$19.50	\$72,150.00
8	2" TY-D HMAC PG64-22	SY	3,700	\$14.65	\$54,205.00
				TOTAL	\$197,155.00

SEQUOIA DRIVE - FLEXBASE - 10 Working Days					
1	MOBILIZATION (BONDS, TESTING, SURVEY)	LS	1	\$13,000.00	\$13,000.00
2	BARRICADES, SIGNS, AND TRAFFIC HANDLING (TxDOT ITEM 502)	LS	1	\$1,100.00	\$1,100.00
4	REMOVE EXISTING ASPHALT PAVEMENT	SY	5,200	\$4.40	\$22,880.00
6	ALT. 4" FLEX BASE	SY	5,200	\$8.90	\$46,280.00
7	3" TY-B HMAC PG64-22	SY	5,200	\$19.05	\$99,060.00
8	2" TY-D HMAC PG64-22	SY	5,200	\$14.05	\$73,060.00
				TOTAL	\$255,380.00

PARKERVILLE ROAD - LIME - 19 Working Days	\$685,300.00
MAIN STREET - LIME - 62 Working Days	\$2,870,719.80
LANCASTER HUTCHINS ROAD - LIME - 34 Working Days	\$1,621,016.00
HOUSTON SCHOOL ROAD - CONCRETE - 35 Working Days	\$1,136,425.00
REINDEER ROAD - LIME - 38 Working Days	\$1,711,340.00
DONLEE ROAD - LIME - 25 Working Days	\$1,007,828.85
WESTRIDGE AVENUE - LIME - 19 Working Days	\$803,675.20
SUNNY MEADOW DRIVE - LIME - 17 Working Days	\$588,990.00
MEADOW CREEK DRIVE - LIME - 20 Working Days	\$794,232.00
ROLLING HILLS PLACE - CONCRETE - 31 Working Days	\$1,042,588.00
ROLLING MEADOWS DRIVE - LIME - 18 Working Days	\$638,744.00
PARK CIRCLE DRIVE - LIME - 12 Working Days	\$269,300.00
SPRINGCREST CIRCLE - LIME - 12 Working Days	\$318,520.00
PORTWOOD DRIVE - LIME - 11 Working Days	\$207,055.00
INTERURBAN ROAD - LIME - 11 Working Days	\$195,280.00
EDWARDS STREET - LIME - 11 Working Days	\$239,200.00
DOYLE LANE - LIME - 11 Working Days	\$238,190.00
TAYLOR STREET - LIME - 11 Working Days	\$158,560.00
CHESHER ROAD - LIME - 12 Working Days	\$252,515.00
NORTH HENRY ROAD - LIME - 14 Working Days	\$339,725.00
BAYPORT DRIVE - LIME - 15 Working Days	\$375,530.00
GERRY WAY - LIME - 13 Working Days	\$210,105.00
SEQUOIA DRIVE - LIME - 13 Working Days	\$270,200.00
	\$15,975,038.85

PARKERVILLE ROAD - FLEXBASE - 15 Working Days	\$652,916.00
MAIN STREET - FLEXBASE - 48 Working Days	\$2,718,795.30
LANCASTER HUTCHINS ROAD - FLEXBASE - 27 Working Days	\$1,535,832.00
HOUSTON SCHOOL ROAD - CONCRETE - 35 Working Days	\$1,136,425.00
REINDEER ROAD - FLEXBASE - 29 Working Days	\$1,624,020.00
DONLEE ROAD - FLEXBASE - 19 Working Days	\$962,104.80
WESTRIDGE AVENUE - FLEXBASE - 16 Working Days	\$771,731.25
SUNNY MEADOW DRIVE - FLEXBASE - 14 Working Days	\$560,930.00
MEADOW CREEK DRIVE - FLEXBASE - 16 Working Days	\$756,545.00
ROLLING HILLS PLACE - CONCRETE - 31 Working Days	\$1,042,588.00
ROLLING MEADOWS DRIVE - FLEXBASE - 14 Working Days	\$598,484.00
PARK CIRCLE DRIVE - FLEXBASE - 9 Working Days	\$248,050.00
SPRINGCREST CIRCLE - FLEXBASE - 9 Working Days	\$299,920.00
PORTWOOD DRIVE - FLEXBASE - 9 Working Days	\$202,180.00
INTERURBAN ROAD - FLEXBASE - 9 Working Days	\$190,420.00
EDWARDS STREET - FLEXBASE - 9 Working Days	\$230,230.00
DOYLE LANE - FLEXBASE - 9 Working Days	\$229,220.00
TAYLOR STREET - FLEXBASE - 9 Working Days	\$28,275.00
CHESHER ROAD - FLEXBASE - 10 Working Days	\$238,180.00
NORTH HENRY ROAD - FLEXBASE - 12 Working Days	\$327,050.00
BAYPORT DRIVE - FLEXBASE - 12 Working Days	\$362,210.00
GERRY WAY - FLEXBASE - 10 Working Days	\$197,155.00
SEQUOIA DRIVE - FLEXBASE - 10 Working Days	\$255,380.00
	\$15,168,641.35

This Bid is submitted by the entity named below:	
Bidder:	Charles Long, C.E.O.
Company Name:	Reliable Paving, Inc.
Address:	1903 Peyco Drive North
City, State & Zip:	Arlington, TX 76001

Notes:
Working days are estimates only. They are based off of estimated quantities. Reliable shall not be held to stated working days above.



STANDARD PROFESSIONAL SERVICES AGREEMENT

City of Lancaster, Texas

Standard Professional Services Agreement

This Agreement is made by and between the City of Lancaster, Texas, a home-rule municipality (hereinafter referred to as the "City") Arreguin Group Inc a road reconstruction company (hereinafter referred to as the "Providers") for reconstruction of 2 roads (hereinafter referred to as the "Project"), the City and the Provider hereby agree as follows:

ARTICLE I: CONTRACT & CONTRACT DOCUMENTS

1.1 THE CONTRACT

The Contract between the City and the Provider, 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

The Contract Documents consist of this Agreement, Exhibit 'A' (Scope of Work) 'B' (Basis of Compensation) 'C' (Project Schedule), all Amendments issued hereafter, any other amendments executed by the parties, together with the following (if any):

Documents not enumerated in this Paragraph 1.2 are not Contract Documents and do not form part of this Contract.

ARTICLE 2: RECITALS

- 2.1 The City desires to engage the Provider to complete roadway reconstruction and
- 2.2 The Provider has the professional knowledge, ability and expertise to provide such services; and
- 2.3 The City desires to engage the services of Provider, as an independent Contractor and not as an employee, to provide the services listed below and as detailed in the Proposal which is attached hereto and incorporated herein as **Exhibit A**.



STANDARD PROFESSIONAL SERVICES AGREEMENT

ARTICLE 3: TERM / TERMINATION

3.1 Time of Performance

All work and services provided under this Contract must be completed as outlined in **Exhibit A.**

3.2 Time is of the essence of this Contract.

The Provider shall be prepared to provide the professional services in the most expedient and efficient manner possible in order to complete the work by the times specified.

3.3 TERMINATION

This Agreement may be suspended or terminated by either Party with or without cause at any time by giving written notice to the other party. In the event suspension or termination is without cause, payment to the Provider, in accordance with the terms of this Agreement, will be made on the basis of services reasonably determined by City to be satisfactorily performed to date of suspension or termination. Such payment will be due upon delivery of all instruments of service to City.

In the event that City requires a modification of the Agreement with Provider, and in the event the parties fail to agree upon a modification of this Agreement, the Parties shall have the option of terminating this Agreement. Payment to Provider shall be made by the City in accordance with the terms of this Agreement, for the services mutually agreed upon by the Parties to be properly performed by the Provider prior to such termination date.

ARTICLE 4: SCOPE OF SERVICES

4.1 Scope of Services

In consideration of the compensation stated in Article 5, the provider agrees to provide the City with the services as described in **Exhibit A** which is incorporated herein by reference for all purposes, and which services may be more generally described as follows:

Summary of Key Scope Components:

1. Arreguin Group Inc. will reconstruct 2 identified streets identified as items 4 and 10 in Addendum No. 2 project list and Exhibit "B".

4.2 AUTHORIZED AGENT

ARTICLE 7: INDEMNIFICATION



STANDARD PROFESSIONAL SERVICES AGREEMENT

- 7.1 THE PROVIDER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD HARMLESS THE CITY, ITS OFFICERS, AGENTS, SERVANTS AND EMPLOYEES (HEREINAFTER COLLECTIVELY REFERRED TO AS "INDEMNITIES") FROM AND AGAINST SUITS, ACTIONS, CLAIMS, LOSSES, ANY DAMAGE, LIABILITY, AND FROM AND AGAINST ANY COSTS AND EXPENSES, INCLUDING, IN PART, ATTORNEY FEES INCIDENTAL TO THE DEFENSE OF SUCH SUITS, ACTIONS CLAIMS, LOSSES, DAMAGES OR LIABILITY ON ACCOUNT OF INJURY, DISEASE, SICKNESS, INCLUDING DEATH, TO ANY PERSON OR DAMAGE TO PROPERTY INCLUDING, IN PART, THE LOSS OF USE RESULTING THEREFROM, ARISING FROM ANY NEGLIGENT ACT, ERROR OR OMISSION OF THE PROVIDER, ITS OFFICERS, EMPLOYEES, SERVANTS, AGENTS OR SUBCONTRACTORS, OR ANYONE ELSE UNDER THE PROVIDER'S DIRECTION AND CONTROL, AND ARISING OUT OF, RESULTING FROM, OR CAUSED BY THE PERFORMANCE OR FAILURE OF PERFORMANCE OF ANY WORK OR SERVICES UNDER THIS AGREEMENT, OR FROM CONDITIONS CREATED BY THE PERFORMANCE OR NON-PERFORMANCE OF SAID WORK OR SERVICES. IN THE EVENT ONE OR MORE OF THE INDEMNITIES IS DETERMINED BY A COURT OF LAW TO BE JOINTLY OR DERIVATIVELY NEGLIGENT OR LIABLE FOR SUCH DAMAGE OR INJURY, THE PROVIDER SHALL BE OBLIGATED TO INDEMNIFY INDEMNITIES AS PROVIDED HEREIN ON A PROPORTIONATE BASIS IN ACCORDANCE WITH THE FINAL JUDGMENT, AFTER ALL APPEALS ARE EXHAUSTED, DETERMINING SUCH JOINT OR DERIVATIVE NEGLIGENCE OR LIABILITY.
- 7.2 THE CITY AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD THE PROVIDER, ITS OFFICERS, AGENTS, SERVANTS AND EMPLOYEES (HEREINAFTER COLLECTIVELY REFERRED TO AS "INDEMNITIES") FROM AND AGAINST SUITS, ACTIONS, CLAIMS, LOSSES, ANY DAMAGE, LIABILITY, AND FROM AND AGAINST ANY COSTS AND EXPENSES, INCLUDING, IN PART, ATTORNEY FEES INCIDENTAL TO THE DEFENSE OF SUCH SUITS, ACTIONS CLAIMS, LOSSES, DAMAGES OR LIABILITY ON ACCOUNT OF INJURY, DISEASE, SICKNESS, INCLUDING DEATH, TO ANY PERSON OR DAMAGE TO PROPERTY INCLUDING, IN PART, THE LOSS OF USE RESULTING THEREFROM, ARISING FROM ANY NEGLIGENT ACT, ERROR OR OMISSION OF THE CITY, ITS OFFICERS, EMPLOYEES, SERVANTS, AGENTS OR SUBCONTRACTORS, OR ANYONE ELSE UNDER THE CITY'S DIRECTION AND CONTROL, AND ARISING OUT OF, RESULTING FROM, OR CAUSED BY THE PERFORMANCE OR FAILURE OF PERFORMANCE OF ANY WORK OR SERVICES



STANDARD PROFESSIONAL SERVICES AGREEMENT

UNDER THIS AGREEMENT, OR FROM CONDITIONS CREATED BY THE PERFORMANCE OR NON-PERFORMANCE OF SAID WORK OR SERVICES. IN THE EVENT ONE OR MORE OF THE INDEMNITIES IS DETERMINED BY A COURT OF LAW TO BE JOINTLY OR DERIVATIVELY NEGLIGENT OR LIABLE FOR SUCH DAMAGE OR INJURY, THE CITY SHALL BE OBLIGATED TO INDEMNIFY INDEMNITIES AS PROVIDED HEREIN ON A PROPORTIONATE BASIS IN ACCORDANCE WITH THE FINAL JUDGMENT, AFTER ALL APPEALS ARE EXHAUSTED, DETERMINING SUCH JOINT OR DERIVATIVE NEGLIGENCE OR LIABILITY.

- 7.3 THE PROVIDER IS NOT OBLIGATED TO INDEMNIFY THE CITY IN ANY MANNER WHATSOEVER FOR THE CITY'S OWN NEGLIGENCE.
- 7.4 NOTHING CONTAINED HEREIN SHALL CONSTITUTE A WAIVER OF GOVERNMENTAL IMMUNITY IN FAVOR OF ANY THIRD PARTY.
- 7.5 PROVIDER AGREES THAT IT IS AN INDEPENDENT CONTRACTOR AND NOT AN AGENT OF THE CITY, AND THAT PROVIDER IS SUBJECT, AS AN EMPLOYER, TO ALL APPLICABLE UNEMPLOYMENT COMPENSATION STATUTES, SO FAR AS TO RELIEVE THE CITY OF ANY RESPONSIBILITY OR LIABILITY FROM TREATING PROVIDER'S EMPLOYEES AS EMPLOYEES OF CITY FOR THE PURPOSE OF KEEPING RECORDS, MAKING REPORTS OR PAYMENTS OF UNEMPLOYMENT COMPENSATION TAXES OR CONTRIBUTIONS. PROVIDER FURTHER AGREES TO INDEMNIFY AND HOLD CITY HARMLESS AND REIMBURSE IT FOR ANY EXPENSES OR LIABILITY INCURRED UNDER SAID STATUTES IN CONNECTION WITH EMPLOYEES OF PROVIDER.
- 7.6 PROVIDER SHALL DEFEND AND INDEMNIFY INDEMNITIES AGAINST AND HOLD CITY AND THE PREMISES HARMLESS FROM ANY AND ALL CLAIMS, SUITS OR LIENS BASED UPON OR ALLEGED TO BE BASED UPON THE NON-PAYMENT OF LABOR, TOOLS, MATERIALS, EQUIPMENT, SUPPLIES, TRANSPORTATION AND MANAGEMENT COSTS INCURRED BY PROVIDER IN PERFORMING THIS AGREEMENT.

ARTICLE 8: INSURANCE

8.1 Workers Compensation Insurance

The Provider shall provide and maintain Workers' Compensation with statutory limits.

8.2 Automotive Insurance



STANDARD PROFESSIONAL SERVICES AGREEMENT

Provider shall provide and maintain in full force and effect during the time of this Agreement, auto insurance (including, but not limited to, insurance covering the operation of owned and non-owned automobiles, trucks and other vehicles) protecting Provider and City as an additional insured with limits not less than 250/500/100,000 or as amended by statute.

8.3 General Liability Insurance

Provider shall provide general liability insurance. Such insurance covering personal and bodily injuries or death shall be in the sum of not less than two hundred fifty thousand dollars (\$250,000.00) per occurrence and five hundred thousand dollars (\$500,000.00) aggregate. Insurance covering damages to property shall be in the sum of not less than one hundred thousand dollars (\$100,000.00). The general liability insurance must name the City as an additional insured.

8.4 Professional Liability Errors and Omissions Insurance

Provider shall also provide and maintain Professional Liability Errors and Omissions Insurance coverage to protect Provider and City from any liability arising out of the performance of professional services, if any, under this Agreement. Such coverage shall be in the sum of not less than three hundred thousand dollars (\$300,000.00) per occurrence and five hundred thousand dollars (\$500,000.00) aggregate.

8.5 Certificate of Insurance

A signed Certificate of Insurance, satisfactory to City, showing compliance with the requirements of this Article shall be furnished to City before any services are performed. Such Certificate shall provide thirty (30) days written notice to City prior to the cancellation or modification of any insurance referred to therein.

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

ARTICLE 9: DEFAULT

In the event Provider fails to comply or becomes disabled and unable to comply with the provisions of this Agreement as to the quality or character of the service or time of performance, and the failure is not corrected within thirty (30) days after written notice by City to Provider, City may, at its sole discretion without prejudice to any other right or remedy.

- (a) Terminate this Agreement and be relieved of the payment of any further consideration to Provider except for all work determined by City to be satisfactorily completed prior to termination. Payment for work satisfactorily completed shall be for actual costs, including reasonable salaries and travel expenses of Provider to and from meetings called by City at which Provider is required to attend, but shall not include and loss of profit of Provider. In the event such termination, City may proceed to complete the services in any manner deemed proper by the City, either by the use of its own forces or by resubmitting to others. Provider agrees that any costs incurred to complete the services



STANDARD PROFESSIONAL SERVICES AGREEMENT

herein provided for may be deducted and paid by the owner out of such money's as may be due or that may thereafter become due to Provider under and by virtue of this Agreement.

- (b) City may, without terminating this Agreement or taking over the services, furnish the necessary materials, equipment, supplies and/or help necessary to remedy the situation, at the expense of Provider.

ARTICLE 10: MISCELLANEOUS

10.1 Reuse of Documents:

Except as otherwise dictated by the Contract Documents, and with the explicit exception of the preliminary and final documents, all documents including Maps, Plans and Specifications provided or furnished by the Provider pursuant to this Agreement are instruments of service; and shall become the property of the City. Agreement for the use of the City and the City's assigns.

10.2 Entire Agreement.

This Agreement constitutes the sole and only Agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties with respect to this subject matter.

10.3 Assignment.

Neither this Agreement nor any duties or obligations under it shall be assignable by Provider without the prior written consent of City. In the event of an assignment by Provider to which the City has consented, the assignee or the assignee's legal representative shall agree in writing with the City to personally assume, perform, and be bound by all the covenants, obligations, and agreements contained in this Agreement.

10.4 Adjustments in Services/Amendment.

This Agreement may be amended by the mutual written agreement of the parties. Provider shall not make any claims for extra services, additional services or changes in the services without a written agreement with City prior to the performance of such services.

10.5 Governing law.

The validity of this Agreement and any of its terms or provisions, as well as the rights and duties of the parties, shall be governed by the laws of the State of Texas; and venue for any action concerning this Agreement shall be in Dallas County, Texas.

10.6 Notices.



STANDARD PROFESSIONAL SERVICES AGREEMENT

All notices required by the Agreement shall be in writing and addressed to the following, or such other party or address as either party designates in writing, by certified mail, postage prepaid or by hand delivery:

City of Lancaster

Opal Mauldin-Jones, City Manager
PO Box 940
Lancaster, TX 75146
972-218-1300
oiones@lancaster-tx.com

Arreguin Group Inc.

Valentin Arreguin
1423 Golden Grass Drive
Lancaster, TX 75134
214-484-3139
bids@arreguingroup.com

10.7 Legal construction.

In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.

10.8 Successors and Assigns.

- (a) The City and Provider each is hereby bound and the partners, successors, executors, administrators, legal representatives and assigns of City and Provider are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, legal representatives and assigns of such other party in respect of all covenants and obligations of this Agreement.
- (b) Neither the City nor the Provider may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- (c) Nothing in this Agreement shall be construed to create, impose or give rise to any duty owed by the Provider to any Provider, subcontractor, supplier, other person or entity, or to any surety for or employee of any of them, or give any rights in or benefits under this Agreement to anyone other than the City and the Provider.

10.9 Conflict.



STANDARD PROFESSIONAL SERVICES AGREEMENT

If a conflict exists between this Agreement, and an Exhibit, the Response, then such conflicts shall be resolved as follows:

- (a) If a conflict exists between this Agreement and an Exhibit or the Response, then this Agreement shall control.
- (b) If a conflict exists between the Response and an Exhibit, the Exhibit shall control.

10.10 Severability

Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the City and the Provider, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.11 Captions

The captions used in this Agreement are for convenience only and shall not affect in any way the meaning or interpretations of the provisions set forth herein.

10.12 Counterparts

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this the day of _____, 2024.

CITY OF LANCASTER, TEXAS
A Texas home-rule municipality

Arreguin Group Inc.
Construction Company

Opal Mauldin-Jones, City Manager

SIGNATURE AND TITLE

Date: _____

Date: _____



STANDARD PROFESSIONAL SERVICES AGREEMENT

Exhibit A: Proposal for Professional Services

Note: Modification of this Form requires approval by the Office of the City Attorney.



2023-23 Addendum 2

Roadway Reconstruction Projects

Issue Date: 12/22/2023

Questions Deadline: 1/24/2024 02:00 PM (CT)

Response Deadline: 1/31/2024 02:00 PM (CT)

Purchasing

Contact Information

Contact: Cheryl Womble, CTCD/CTCM Purchasing Agent

Address: Purchasing
PO Box 940
Lancaster, TX 75146

Phone: (972) 218-1329

Fax: (972) 218-3621

Email: cwomble@lancaster-tx.com

Event Information

Number: 2023-23 Addendum 2
Title: Roadway Reconstruction Projects
Type: Request for Proposal
Issue Date: 12/22/2023
Question Deadline: 1/24/2024 02:00 PM (CT)
Response Deadline: 1/31/2024 02:00 PM (CT)
Notes: It is the intent of this specification to obtain a proposal for the reconstruction of several asphalt and concrete streets in the City of Lancaster.

Billing Information

Contact: Sara Purvee
Address: Finance/Accounts Payable
PO Box 940
Lancaster, TX 75146
Phone: (972) 218-1320
Email: accounts-payable@lancaster-tx.com

Bid Activities

Week 1 -Advertisement Focus News	12/22/2023 8:00:00 AM (CT)
Bid opens Request for Proposals is open online for electronic submission.	12/22/2023 10:00:00 AM (CT)
Week 2 -Advertisement Focus News	12/28/2023 8:00:00 AM (CT)
Week 2 - Additional Advertising Outreach The Dallas Examiner	12/28/2023 8:00:00 AM (CT)
Pre-Bid Meeting A pre-bid meeting will be held at: 211 N. Henry Street Lancaster, TX 75146	1/10/2024 11:00:00 AM (CT)
Questions Cutoff/Deadline During the term of this RFP, the Proposer shall not contact any City staff except those designated in the RFP or subsequent addendums/ correspondence. All questions should be addressed in the lonwave e-bid system at least five (5) business days prior to the Due Date. Non-compliance with this provision may result in rejection of the Proposal.	1/24/2024 2:00:00 PM (CT)
Due Date Proposals will not be accepted after 2:00 p.m. on 1/31/2024.	1/31/2024 2:00:00 PM (CT)

Bid Attachments

Bid Form Reference Page.doc

[View Online](#)

Contractor must provide at least three references, and Government Agencies that firm has done business with.

W9 2013 - Blank.pdf

[View Online](#)

W9 - Form must be completed and uploaded to response attachments.

Bid Form Vendor Information Sheet.doc

[View Online](#)

Vendor Information Sheet

Conflict of Interest Form (CIQ) - COL Version.pdf

[View Online](#)

COI - Form must be completed and uploaded to response attachments.

Bid Form for Israel.pdf

[View Online](#)

Form for Israel

General Terms & Conditions.docx

[View Online](#)

General Terms & Conditions

Bid Form Insurance Requirements.pdf

[View Online](#)

Insurance Requirements

Advertisement -2023-23 Roadway Reconstruction Proj.pdf

[View Online](#)

Bid Notice

Pre-Proposal Sign In Road Reconst Projects.pdf

[Download](#)

Pre-proposal sign in sheet.

Requested Attachments

References

(Attachment required)

Valid Reference Email addresses are REQUIRED. YOU MUST PROVIDE REFERENCES THAT YOU HAVE VERIFIED AND THEY HAVE AGREED TO PROVIDE REFERENCES WHEN WE EMAIL THEM FOR THE REFERENCE RESPONSE. Failure to receive positive responses will result in a non-award status for your proposal. The vendor must download the References page from the attachment tab, fill in the requested information and upload the completed spreadsheet. DO NOT UPLOAD encrypted or password protected files.

Current W-9 Tax Form

(Attachment required)

You are required by the City of Lancaster to upload a current W-9 Internal Revenue Service (IRS) Tax Form for your entity. This form will be utilized by the City of Lancaster to properly identify your entity.

Bid Form Vendor Information Sheet

(Attachment required)

You are required by the City of Lancaster to upload a current Vendor Information Form for your entity. This form will be utilized by the City of Lancaster to properly identify your entity.

Conflict of Interest Form CIQ- ONLY REQUIRED IF A CONFLICT EXISTS PER THE INSTRUCTIONS

ONLY REQUIRED IF A CONFLICT EXISTS PER THE INSTRUCTIONS Conflict of Interest Form for Vendors that are required to submit the form. The Conflict of Interest Form is included in the Base documents or can be found at <http://www.lancaster-tx.com/310/Conflict-of-Interest>.

Israel Boycott Verification

(Attachment required)

D/M/WBE Certification OPTIONAL

D/M/WBE Certification documentation may be scanned and uploaded if you desire to claim your status as one of the identified enterprises. (Disadvantaged Business Enterprise, Minority Business Enterprise and/or Woman Business Enterprise) If vendor has more than one certification scan into one document. (PDF Format ONLY) DO NOT UPLOAD encrypted or password protected files.

Warranty

Warranty information (if applicable) must be scanned and uploaded. (PDF Format ONLY) DO NOT UPLOAD encrypted or password protected files.

Supplementary

Supplementary information can be scanned and uploaded. (Company information, brochures, catalogs, etc.) (PDF Format ONLY) DO NOT UPLOAD encrypted or password protected files.

All Other Certificates

All Other Certificates (if applicable) must be scanned and uploaded. If vendor has more than one other certification scan into one document. (PDF Format ONLY) DO NOT UPLOAD encrypted or password protected files.

Bid Attributes

1	<p>INTRODUCTION</p> <p>The reconstruction work for each street include the complete removal of existing pavement and base materials and reconstruct with new pavement and subgrade using current City construction standard details. The new reconstruction will follow the exact same alignment as the existing road.</p> <p>PROJECTS</p> <p>There are twenty three (23) streets to be reconstructed.</p> <p>1. Parkerville Road from I-35 Service Road to Houston School Road (asphalt road). To be reconstructed with 2-inch of type D asphalt layer, on top of 3-inch of type B asphalt layer, on top of 4-inch flex base layer compacted to 95% standard proctor density or 6-inch lime stabilized subgrade layer. (approximately 1.2 miles) Please see City's Standard Detail Sheet 5.</p> <p>2. Main Street from South Houston School Road to Dallas Avenue (asphalt road). (approximately 4 miles) Please see asphalt details above.</p> <p>3. Lancaster Hutchins Road from Pleasant Run Road Wintergreen Road (asphalt road). (approximately 2 miles) Please see asphalt details above.</p> <p>4. Houston School Road from I-20 Service Road to Daniieldale Road (concrete road). To be constructed with 10-inch of 4000 psi concrete pavement layer, with number 4 bars at 18-inch on centers, on top of 10-inch cement treated base layer. (approximately 0.5 miles)</p> <p>5. Reindeer Road from Houston School Road to Nokomis (asphalt road). (approximately 3 miles) Please see asphalt details above.</p> <p>6. Donlee Road from Dallas Ave to Sunny Meadow Drive (asphalt road). (approximately 1.4 miles) Please see asphalt details above.</p> <p>7. Westridge Avenue from Griffin Street to Pleasant Run Road (asphalt road). (approximately 0.7 miles) Please asphalt details above.</p> <p>8. Sunny Meadow Drive from Wintergreen Ave to Donlee Road (asphalt road). (approximately 0.9 miles) Please asphalt details above.</p> <p>9. Meadow Creek Drive from Bluegrove Road to Alhambra Drive (asphalt road). (approximately 0.9 miles) Please asphalt details above.</p> <p>10. Rolling Hills Place, segments between Gateway Drive and Coral Drive (concrete road). To be constructed with 6-inch layer of 4000 psi concrete layer with number 4 bars at 18 inch on centers, on top of 6-inch layer of cement treated base. (approximately 0.6 miles)</p> <p>11. Rolling Meadows Drive from Pleasant Run Road to Harvest Hill Lane (asphalt road). (approximately 0.7 miles) Please see asphalt details above.</p> <p>12. Park Circle Drive from Pleasant Run Road to Green Drive (asphalt road). (approximately 0.4 miles) Please see asphalt details above.</p>
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13. Springcrest Circle from Pleasant Run Road entire loop (asphalt road). (approximately 0.5 miles) Please see asphalt details above.
14. Portwood Drive from Cedardale Road to dead end (asphalt road). (approximately 0.3 miles) Please see asphalt details above.
15. Interurban Road from Cedardale Road to Taylor Street (asphalt road). (approximately 0.3 miles) Please see asphalt details above.
16. Edwards Street from Cedardale Road to Taylor Street (asphalt road). (approximately 0.3 miles) Please see asphalt details above.
17. Doyle Lane from Cedardale Road to Taylor Street (asphalt road). (approximately 0.3 miles) Please see asphalt details above.
18. Taylor Street from Edwards Street to Daniel Lane (asphalt road). (approximately 0.2 miles) Please see asphalt details above.
19. Cheshier Road from Belt Line Road north to end of road (asphalt road). (approximately 0.4 miles) Please see asphalt details above.
20. N. Henry Road from 4th Street to Oak Street (asphalt road). (approximately 0.5 miles) Please see asphalt details.
21. Bayport Drive from Sunny Meadow Drive to Verona Road (asphalt road). (approximately 0.6 miles) Please see asphalt details above.
22. Gerry Way from Wintergreen Road to Balkin Drive (asphalt road). (approximately 0.3 miles) Please see asphalt details above.
23. Sequoia Drive from Westridge Avenue to Kiowa Circle (asphalt road). (approximately 0.4 miles) Please see asphalt details above.

Traffic control plan and pamphlet and/or door hanger notifying residents of street closure for each street shall be prepared and submitted for approval by City, at least 72 hours prior to start of work.

NOTE

It is the intent of the city to award multiple contractors to work simultaneously throughout the city.

2 Server Time

Server Time is located in the top right corner of the screen. Please ensure you have registered and selected the appropriate time zone. All bids are due Central Time.

☐ I Understand

(Required: Check if applicable)

3 Errors

The system checks for errors upon submittal. If you have not completed a required attribute, the system will not accept your bid. Please do not wait until 5 minutes before the response is due. If you have an error, you may not have time to correct and re-submit. Please see the Navigating the E-Procurement System document located at www.lancaster-tx.com/bids for information on errors.

☐ I Understand

(Required: Check if applicable)

4 Notification

How did you hear about this bid opportunity?

- ☐ e-procurement system ☐ Focus News ☐ The Dallas Examiner ☐ Demandstar/Onvia
☐ Public Purchase ☐ Other

(Required: Check only one)

5 Annual Contract

This agreement will contain a fixed pricing structure for the term of the agreement. Quantities shown are estimates and NOT a commitment to buy any specific quantity. Orders will be placed on a non-exclusive, "as needed", basis. Orders placed by the City of Lancaster will be done with a purchase order.

☐ I Agree

(Required: Check if applicable)

6 One Year - 4 Renewals

Length of this contract shall be for one (1) full year with the option to renew the contract for four additional one-year periods. Both parties must be in agreement.

☐ Agree

(Optional: Check if applicable)

7 PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING ISREAL

TEXASL LOCAL GOVERNMENT CODE

Sec. 2271.002. PROVISION REQUIRED IN CONTRACT.

(a) This section applies only to a contract that:

(1) is between a governmental entity and a company with 10 or more full-time employees; and

(2) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.

(b) A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

(1) does not boycott Israel; and

(2) will not boycott Israel during the term of the contract.

☐ I Agree

(Required: Check all that apply)

8 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.

(Required: Maximum 4000 characters allowed)

9 Cooperative Agreement

Should other Government Entities decide to participate in this contract, would you, the Vendor, agree that all terms, conditions, specifications, and pricing would apply?

If you, the Vendor checked yes, the following will apply: Government entities utilizing Inter-Governmental Contracts with the City of Lancaster will be eligible, but not obligated, to purchase materials/services under this contract(s) awarded as a result of this bid. All purchases by Governmental Entities other than the City of Lancaster will be billed directly to that Governmental Entity and paid by that Governmental Entity. The City of Lancaster will not be responsible for another Governmental Entity's debts. Each Governmental Entity will order their own material/service as needed.

☐ Yes ☐ No

(Required: Check only one)

10 Conflict of Interest 1

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.

11 NEPOTISM STATEMENT

The Bidder or Proposer or any officer, if the Bidder or Proposer is other than an individual, shall state whether Bidder or 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 ☐ I am related to an official or employee

(Required: Check only one)

12 NON-COLLUSIVE BIDDING CERTIFICATE

By submission of this bid or proposal, the Bidder certifies that:

1. This bid or proposal has been independently arrived at without collusion with any other Bidder or with any Competitor;
2. This bid or proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids, or proposals for this project, to any other Bidder, Competitor or potential competitor;
3. No attempt has been or will be made to induce any other person, partnership or corporation to submit or not to submit a bid or proposal;
4. The person signing this bid or proposal certifies that he/she/they/them has fully informed himself regarding the accuracy of the statements contained in this certification, and under the penalties of being applicable to the Bidder as well as to the person signing in its behalf.

Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered.

☐ I Agree

(Optional: Check if applicable)

1
3**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.

(Required: Maximum 4000 characters allowed)

1
4**Electronic Payment**

If you would like your payment sent electronically (EFT), please provide your accounts receivable contact information. Please provide name and email.

(Required: Maximum 1000 characters allowed)

1
5**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.

☐ I Agree

(Required: Check if applicable)

1
6**PROPERTY TAXES**

Please indicate whether you or your company, owe delinquent property taxes to the City whether an assumed name, partnership, corporation, or any other legal form.

☐ I do not owe property Taxes ☐ I do owe property taxes

(Required: Check only one)

1
7**MWBE 1**

Is your company M/WBE or HUB certified?

☐ Yes ☐ No

(Required: Check only one)

1
8**MWBE 2**

If yes, what is your certification number?

(Optional: Maximum 1000 characters allowed)

1
9**MWBE 3**

If yes, what agency completed the certification?

(Optional: Maximum 1000 characters allowed)

2
0**MWBE 4**

If yes, what is the expiration date of your certification?

(Optional: Maximum 1000 characters allowed)

2
1**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.

The limitation does not include protests relating to staff recommendations as to award of a bid. Protests relating to staff recommendations may be directed to the City Council by contacting the City Secretary PRIOR to Council Award.

☐ I Agree

(Required: Check if applicable)

2
2**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 ☐ Alaska ☐ Arizona ☐ Arkansas ☐ California ☐ Colorado ☐ Connecticut
☐ Delaware ☐ District of Columbia ☐ Florida ☐ Georgia ☐ Hawaii ☐ Idaho ☐ Illinois
☐ Indiana ☐ Iowa ☐ Kansas ☐ Kentucky ☐ Louisiana ☐ Maine ☐ Maryland ☐ Massachusetts
☐ Michigan ☐ Minnesota ☐ Mississippi ☐ Missouri ☐ Montana ☐ Nebraska ☐ Nevada
☐ New Hampshire ☐ New Jersey ☐ New Mexico ☐ New York ☐ North Carolina ☐ North Dakota
☐ Ohio ☐ Oklahoma ☐ Oregon ☐ Pennsylvania ☐ Rhode Island ☐ South Carolina
☐ South Dakota ☐ Tennessee ☐ Texas ☐ Utah ☐ Vermont ☐ Virginia ☐ Washington
☐ West Virginia ☐ Wisconsin ☐ Wyoming

(Required: Check only one)

2
3**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 ☐ No ☐ N/A-Texas Business

(Required: Check only one)

2
4**Reciprocal Information 3**

If Yes, What is the dollar increment or percentage?

(Required: Maximum 1000 characters allowed)

2
5**Response Term**

Responses shall be valid for ninety (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*(Optional: Check if applicable)*2
6**T&C Acknowledgement**

I have read and agree to the terms and conditions of this bid.

☐ I Agree*(Optional: Check if applicable)*2
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.

☐ I Agree*(Optional: Check if applicable)*2
8**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*(Optional: Check if applicable)*2
9**Insurance**

Vendor shall provide insurance as listed in the insurance requirements attached.

☐ I Understand*(Optional: Check if applicable)*3
0**County**

What county is your principal place of business located?

*(Required: Maximum 1000 characters allowed)*3
1**Immigration**

Employers may hire only 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.

3
2**Audit**

The City reserves the right to audit the records and performance of the Contractor during the term of the contract and for three years thereafter.

3
3**Variation from Specification**

Variations from the Specifications may be acceptable provided such differences are noted on the bid and are deemed to be advantageous to the City.

3
4**Questions**

During the term of this RFQ, the Proposer shall not contact any City staff except those designated in the RFQ or subsequent addendums/ correspondence. All questions should be addressed in the Ionwave e-bid system at least five (5) business days prior to the Due Date. **Non-compliance with this provision may result in rejection of the Proposal.**

☐ Agree

(Optional: Check if applicable)

3
5**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 Understand

(Required: Check if applicable)

3
6**Payment Terms**

The City of Lancaster's payment terms are Net 30.

3
7**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

(Optional: Check if applicable)

3
8**Late Submission**

Bids/RFQs are not accepted after the closing date and time. The City of Lancaster is not responsible 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.

☐ I Understand

(Required: Check if applicable)

3
9**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 re-submit their response.

☐ I Understand

(Optional: Check if applicable)

4
0**Deviation**

DEVIATIONS: In the event, you the Proposer, intend to deviate from the general terms, conditions, special conditions, specifications, or other information attached hereto, all such deviations must be detailed and uploaded in the RESPONSE ATTACHMENTS section of the e-pro system with the description DEVIATION.

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

☐ No Deviations ☐ Yes, a list of Deviations are attached

(Required: Check only one)

4
1

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

(Optional: Check if applicable)

4
2

Contractor Independence

Contractor will operate as an independent contractor and not an agent, representative, partner, or employee of the City of Lancaster, and shall control his operations at the work site, and be solely responsible for the acts or omissions of his employee(s). All wages, taxes, and worker's compensation of all contract employees shall be paid by the contractor.

4
3

AWARD OF CONTRACT

Award will be based on responsive bids best value. 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.

Response to specifications, location of vendor, history/relationship, price and vendor's ability to perform the work are the primary factors in determining the best value responsive bid when awarding the contract.

The contractor shall not commence work under these terms and conditions of the contract until all applicable Certificates of Insurance 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

(Required: Check if applicable)

Supplier Information

Company Name:

Contact Name:

Address:

Phone:

Fax:

Email:

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. <P> Please feel free to call us if you require any assistance with the response. <P> Emailed or Fax submissions will not be accepted.

Print Name

Signature

Arreguin Group, Inc.
3436 North I-35E, Lancaster Texas 75134

Construction Cost Estimate

Customer	Project
City of Lancaster, Texas	2023-23 Addendum 2 (Roadway Reconstruction Projects)

ITEM #	TRADE/ITEM DESCRIPTION	UoM	QUANTITY	UNIT COST	TOTAL
1	Houston School Road from I-20 Service Road to Daniieldale Road (concrete road). To be constructed with 10-inch of 4000 psi concrete pavement layer, with number 4 bars at 18-inch on centers, on top of 10-inch cement treated base layer. (approximately 0.5 miles)	SY	7,100.00	\$ 130.26	\$ 924,874.40
2	Rolling Hills Place, segments between Gateway Drive and Coral Drive (concrete road). To be constructed with 6-inch layer of 4000 psi concrete layer with number 4 bars at 18 inch on centers, on top of 6-inch layer of cement treated base. (approximately 0.6 miles)	SY	13,500.00	\$ 110.31	\$ 1,489,162.05
3	Mobilization	LS	1.00	\$ 127,054.55	\$ 127,054.55
Grand Total					\$ 2,541,091.00

Notes

1 Permits provided by City of Lancaster

Due to previous experiences with this type of work we will notify the City Representative if we find cost saving measures while
 2 completing work, for example panels that can be saved instead of demolished and repaved.

Submitted by: Valentin Arreguin

1/30/2024

Date



STANDARD PROFESSIONAL SERVICES AGREEMENT

City of Lancaster, Texas

Standard Professional Services Agreement

This Agreement is made by and between the City of Lancaster, Texas, a home-rule municipality (hereinafter referred to as the "City") and Major Works, LLC, a road reconstruction company (hereinafter referred to as the "Providers") for reconstruction of 2 roads (hereinafter referred to as the "Project"), the City and the Provider hereby agree as follows:

ARTICLE I: CONTRACT & CONTRACT DOCUMENTS

1.1 THE CONTRACT

The Contract between the City and the Provider, 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

The Contract Documents consist of this Agreement, Exhibit 'A' (Scope of Work) 'B' (Basis of Compensation) 'C' (Project Schedule), all Amendments issued hereafter, any other amendments executed by the parties, together with the following (if any):

Documents not enumerated in this Paragraph 1.2 are not Contract Documents and do not form part of this Contract.

ARTICLE 2: RECITALS

- 2.1 The City desires to engage the Provider to complete roadway reconstruction and
- 2.2 The Provider has the professional knowledge, ability and expertise to provide such services; and
- 2.3 The City desires to engage the services of Provider, as an independent Contractor and not as an employee, to provide the services listed below and as detailed in the Proposal which is attached hereto and incorporated herein as **Exhibit A**.



STANDARD PROFESSIONAL SERVICES AGREEMENT

ARTICLE 3: TERM / TERMINATION

3.1 Time of Performance

All work and services provided under this Contract must be completed as outlined in **Exhibit A.**

3.2 Time is of the essence of this Contract.

The Provider shall be prepared to provide the professional services in the most expedient and efficient manner possible in order to complete the work by the times specified.

3.3 TERMINATION

This Agreement may be suspended or terminated by either Party with or without cause at any time by giving written notice to the other party. In the event suspension or termination is without cause, payment to the Provider, in accordance with the terms of this Agreement, will be made on the basis of services reasonably determined by City to be satisfactorily performed to date of suspension or termination. Such payment will be due upon delivery of all instruments of service to City.

In the event that City requires a modification of the Agreement with Provider, and in the event the parties fail to agree upon a modification of this Agreement, the Parties shall have the option of terminating this Agreement. Payment to Provider shall be made by the City in accordance with the terms of this Agreement, for the services mutually agreed upon by the Parties to be properly performed by the Provider prior to such termination date.

ARTICLE 4: SCOPE OF SERVICES

4.1 Scope of Services

In consideration of the compensation stated in Article 5, the provider agrees to provide the City with the services as described in **Exhibit A** which is incorporated herein by reference for all purposes, and which services may be more generally described as follows:

Summary of Key Scope Components:

1. Major Works, LLC. will reconstruct 2 identified streets, identified as items 13 and 21 in Addendum No. 2, project list and Exhibit "B"

4.2 AUTHORIZED AGENT

ARTICLE 7: INDEMNIFICATION



STANDARD PROFESSIONAL SERVICES AGREEMENT

- 7.1 THE PROVIDER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD HARMLESS THE CITY, ITS OFFICERS, AGENTS, SERVANTS AND EMPLOYEES (HEREINAFTER COLLECTIVELY REFERRED TO AS "INDEMNITIES") FROM AND AGAINST SUITS, ACTIONS, CLAIMS, LOSSES, ANY DAMAGE, LIABILITY, AND FROM AND AGAINST ANY COSTS AND EXPENSES, INCLUDING, IN PART, ATTORNEY FEES INCIDENTAL TO THE DEFENSE OF SUCH SUITS, ACTIONS CLAIMS, LOSSES, DAMAGES OR LIABILITY ON ACCOUNT OF INJURY, DISEASE, SICKNESS, INCLUDING DEATH, TO ANY PERSON OR DAMAGE TO PROPERTY INCLUDING, IN PART, THE LOSS OF USE RESULTING THEREFROM, ARISING FROM ANY NEGLIGENT ACT, ERROR OR OMISSION OF THE PROVIDER, ITS OFFICERS, EMPLOYEES, SERVANTS, AGENTS OR SUBCONTRACTORS, OR ANYONE ELSE UNDER THE PROVIDER'S DIRECTION AND CONTROL, AND ARISING OUT OF, RESULTING FROM, OR CAUSED BY THE PERFORMANCE OR FAILURE OF PERFORMANCE OF ANY WORK OR SERVICES UNDER THIS AGREEMENT, OR FROM CONDITIONS CREATED BY THE PERFORMANCE OR NON-PERFORMANCE OF SAID WORK OR SERVICES. IN THE EVENT ONE OR MORE OF THE INDEMNITIES IS DETERMINED BY A COURT OF LAW TO BE JOINTLY OR DERIVATIVELY NEGLIGENT OR LIABLE FOR SUCH DAMAGE OR INJURY, THE PROVIDER SHALL BE OBLIGATED TO INDEMNIFY INDEMNITIES AS PROVIDED HEREIN ON A PROPORTIONATE BASIS IN ACCORDANCE WITH THE FINAL JUDGMENT, AFTER ALL APPEALS ARE EXHAUSTED, DETERMINING SUCH JOINT OR DERIVATIVE NEGLIGENCE OR LIABILITY.
- 7.2 THE CITY AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD THE PROVIDER, ITS OFFICERS, AGENTS, SERVANTS AND EMPLOYEES (HEREINAFTER COLLECTIVELY REFERRED TO AS "INDEMNITIES") FROM AND AGAINST SUITS, ACTIONS, CLAIMS, LOSSES, ANY DAMAGE, LIABILITY, AND FROM AND AGAINST ANY COSTS AND EXPENSES, INCLUDING, IN PART, ATTORNEY FEES INCIDENTAL TO THE DEFENSE OF SUCH SUITS, ACTIONS CLAIMS, LOSSES, DAMAGES OR LIABILITY ON ACCOUNT OF INJURY, DISEASE, SICKNESS, INCLUDING DEATH, TO ANY PERSON OR DAMAGE TO PROPERTY INCLUDING, IN PART, THE LOSS OF USE RESULTING THEREFROM, ARISING FROM ANY NEGLIGENT ACT, ERROR OR OMISSION OF THE CITY, ITS OFFICERS, EMPLOYEES, SERVANTS, AGENTS OR SUBCONTRACTORS, OR ANYONE ELSE UNDER THE CITY'S DIRECTION AND CONTROL, AND ARISING OUT OF, RESULTING FROM, OR CAUSED BY THE PERFORMANCE OR FAILURE OF PERFORMANCE OF ANY WORK OR SERVICES



STANDARD PROFESSIONAL SERVICES AGREEMENT

UNDER THIS AGREEMENT, OR FROM CONDITIONS CREATED BY THE PERFORMANCE OR NON-PERFORMANCE OF SAID WORK OR SERVICES. IN THE EVENT ONE OR MORE OF THE INDEMNITIES IS DETERMINED BY A COURT OF LAW TO BE JOINTLY OR DERIVATIVELY NEGLIGENT OR LIABLE FOR SUCH DAMAGE OR INJURY, THE CITY SHALL BE OBLIGATED TO INDEMNIFY INDEMNITIES AS PROVIDED HEREIN ON A PROPORTIONATE BASIS IN ACCORDANCE WITH THE FINAL JUDGMENT, AFTER ALL APPEALS ARE EXHAUSTED, DETERMINING SUCH JOINT OR DERIVATIVE NEGLIGENCE OR LIABILITY.

- 7.3 THE PROVIDER IS NOT OBLIGATED TO INDEMNIFY THE CITY IN ANY MANNER WHATSOEVER FOR THE CITY'S OWN NEGLIGENCE.
- 7.4 NOTHING CONTAINED HEREIN SHALL CONSTITUTE A WAIVER OF GOVERNMENTAL IMMUNITY IN FAVOR OF ANY THIRD PARTY.
- 7.5 PROVIDER AGREES THAT IT IS AN INDEPENDENT CONTRACTOR AND NOT AN AGENT OF THE CITY, AND THAT PROVIDER IS SUBJECT, AS AN EMPLOYER, TO ALL APPLICABLE UNEMPLOYMENT COMPENSATION STATUTES, SO FAR AS TO RELIEVE THE CITY OF ANY RESPONSIBILITY OR LIABILITY FROM TREATING PROVIDER'S EMPLOYEES AS EMPLOYEES OF CITY FOR THE PURPOSE OF KEEPING RECORDS, MAKING REPORTS OR PAYMENTS OF UNEMPLOYMENT COMPENSATION TAXES OR CONTRIBUTIONS. PROVIDER FURTHER AGREES TO INDEMNIFY AND HOLD CITY HARMLESS AND REIMBURSE IT FOR ANY EXPENSES OR LIABILITY INCURRED UNDER SAID STATUTES IN CONNECTION WITH EMPLOYEES OF PROVIDER.
- 7.6 PROVIDER SHALL DEFEND AND INDEMNIFY INDEMNITIES AGAINST AND HOLD CITY AND THE PREMISES HARMLESS FROM ANY AND ALL CLAIMS, SUITS OR LIENS BASED UPON OR ALLEGED TO BE BASED UPON THE NON-PAYMENT OF LABOR, TOOLS, MATERIALS, EQUIPMENT, SUPPLIES, TRANSPORTATION AND MANAGEMENT COSTS INCURRED BY PROVIDER IN PERFORMING THIS AGREEMENT.

ARTICLE 8: INSURANCE

8.1 Workers Compensation Insurance

The Provider shall provide and maintain Workers' Compensation with statutory limits.

8.2 Automotive Insurance



STANDARD PROFESSIONAL SERVICES AGREEMENT

Provider shall provide and maintain in full force and effect during the time of this Agreement, auto insurance (including, but not limited to, insurance covering the operation of owned and non-owned automobiles, trucks and other vehicles) protecting Provider and City as an additional insured with limits not less than 250/500/100,000 or as amended by statute.

8.3 General Liability Insurance

Provider shall provide general liability insurance. Such insurance covering personal and bodily injuries or death shall be in the sum of not less than two hundred fifty thousand dollars (\$250,000.00) per occurrence and five hundred thousand dollars (\$500,000.00) aggregate. Insurance covering damages to property shall be in the sum of not less than one hundred thousand dollars (\$100,000.00). The general liability insurance must name the City as an additional insured.

8.4 Professional Liability Errors and Omissions Insurance

Provider shall also provide and maintain Professional Liability Errors and Omissions Insurance coverage to protect Provider and City from any liability arising out of the performance of professional services, if any, under this Agreement. Such coverage shall be in the sum of not less than three hundred thousand dollars (\$300,000.00) per occurrence and five hundred thousand dollars (\$500,000.00) aggregate.

8.5 Certificate of Insurance

A signed Certificate of Insurance, satisfactory to City, showing compliance with the requirements of this Article shall be furnished to City before any services are performed. Such Certificate shall provide thirty (30) days written notice to City prior to the cancellation or modification of any insurance referred to therein.

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

ARTICLE 9: DEFAULT

In the event Provider fails to comply or becomes disabled and unable to comply with the provisions of this Agreement as to the quality or character of the service or time of performance, and the failure is not corrected within thirty (30) days after written notice by City to Provider, City may, at its sole discretion without prejudice to any other right or remedy.

- (a) Terminate this Agreement and be relieved of the payment of any further consideration to Provider except for all work determined by City to be satisfactorily completed prior to termination. Payment for work satisfactorily completed shall be for actual costs, including reasonable salaries and travel expenses of Provider to and from meetings called by City at which Provider is required to attend, but shall not include and loss of profit of Provider. In the event such termination, City may proceed to complete the services in any manner deemed proper by the City, either by the use of its own forces or by resubmitting to others. Provider agrees that any costs incurred to complete the services



STANDARD PROFESSIONAL SERVICES AGREEMENT

herein provided for may be deducted and paid by the owner out of such money's as may be due or that may thereafter become due to Provider under and by virtue of this Agreement.

- (b) City may, without terminating this Agreement or taking over the services, furnish the necessary materials, equipment, supplies and/or help necessary to remedy the situation, at the expense of Provider.

ARTICLE 10: MISCELLANEOUS

10.1 Reuse of Documents:

Except as otherwise dictated by the Contract Documents, and with the explicit exception of the preliminary and final documents, all documents including Maps, Plans and Specifications provided or furnished by the Provider pursuant to this Agreement are instruments of service; and shall become the property of the City. Agreement for the use of the City and the City's assigns.

10.2 Entire Agreement.

This Agreement constitutes the sole and only Agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties with respect to this subject matter.

10.3 Assignment.

Neither this Agreement nor any duties or obligations under it shall be assignable by Provider without the prior written consent of City. In the event of an assignment by Provider to which the City has consented, the assignee or the assignee's legal representative shall agree in writing with the City to personally assume, perform, and be bound by all the covenants, obligations, and agreements contained in this Agreement.

10.4 Adjustments in Services/Amendment.

This Agreement may be amended by the mutual written agreement of the parties. Provider shall not make any claims for extra services, additional services or changes in the services without a written agreement with City prior to the performance of such services.

10.5 Governing law.

The validity of this Agreement and any of its terms or provisions, as well as the rights and duties of the parties, shall be governed by the laws of the State of Texas; and venue for any action concerning this Agreement shall be in Dallas County, Texas.

10.6 Notices.



STANDARD PROFESSIONAL SERVICES AGREEMENT

All notices required by the Agreement shall be in writing and addressed to the following, or such other party or address as either party designates in writing, by certified mail, postage prepaid or by hand delivery:

City of Lancaster

Opal Mauldin-Jones, City Manager
PO Box 940
Lancaster, TX 75146
972-218-1300
oiones@lancaster-tx.com

Major Works, LLC.

James Matthew Walker
3524 Merrell Road
Dallas, TX 75229
469-865-7233
matt@majorworkslc.com

10.7 Legal construction.

In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.

10.8 Successors and Assigns.

- (a) The City and Provider each is hereby bound and the partners, successors, executors, administrators, legal representatives and assigns of City and Provider are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, legal representatives and assigns of such other party in respect of all covenants and obligations of this Agreement.
- (b) Neither the City nor the Provider may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- (c) Nothing in this Agreement shall be construed to create, impose or give rise to any duty owed by the Provider to any Provider, subcontractor, supplier, other person or entity, or to any surety for or employee of any of them, or give any rights in or benefits under this Agreement to anyone other than the City and the Provider.

10.9 Conflict.



STANDARD PROFESSIONAL SERVICES AGREEMENT

If a conflict exists between this Agreement, and an Exhibit, the Response, then such conflicts shall be resolved as follows:

- (a) If a conflict exists between this Agreement and an Exhibit or the Response, then this Agreement shall control.
- (b) If a conflict exists between the Response and an Exhibit, the Exhibit shall control.

10.10 Severability

Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the City and the Provider, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.11 Captions

The captions used in this Agreement are for convenience only and shall not affect in any way the meaning or interpretations of the provisions set forth herein.

10.12 Counterparts

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this the _____ day of _____, 2024.

CITY OF LANCASTER, TEXAS
A Texas home-rule municipality

Major Works, LLC.
Construction Company

Opal Mauldin-Jones, City Manager

SIGNATURE AND TITLE

Date: _____

Date: _____



STANDARD PROFESSIONAL SERVICES AGREEMENT

Exhibit A: Proposal for Professional Services

Note: Modification of this Form requires approval by the Office of the City Attorney.



2023-23 Addendum 2

Roadway Reconstruction Projects

Issue Date: 12/22/2023

Questions Deadline: 1/24/2024 02:00 PM (CT)

Response Deadline: 1/31/2024 02:00 PM (CT)

Purchasing

Contact Information

Contact: Cheryl Womble, CTCD/CTCM Purchasing Agent

Address: Purchasing

PO Box 940

Lancaster, TX 75146

Phone: (972) 218-1329

Fax: (972) 218-3621

Email: cwomble@lancaster-tx.com

Event Information

Number: 2023-23 Addendum 2
Title: Roadway Reconstruction Projects
Type: Request for Proposal
Issue Date: 12/22/2023
Question Deadline: 1/24/2024 02:00 PM (CT)
Response Deadline: 1/31/2024 02:00 PM (CT)
Notes: It is the intent of this specification to obtain a proposal for the reconstruction of several asphalt and concrete streets in the City of Lancaster.

Billing Information

Contact: Sara Purvee
Address: Finance/Accounts Payable
PO Box 940
Lancaster, TX 75146
Phone: (972) 218-1320
Email: accounts-payable@lancaster-tx.com

Bid Activities

Week 1 -Advertisement Focus News	12/22/2023 8:00:00 AM (CT)
Bid opens Request for Proposals is open online for electronic submission.	12/22/2023 10:00:00 AM (CT)
Week 2 -Advertisement Focus News	12/28/2023 8:00:00 AM (CT)
Week 2 - Additional Advertising Outreach The Dallas Examiner	12/28/2023 8:00:00 AM (CT)
Pre-Bid Meeting A pre-bid meeting will be held at: 211 N. Henry Street Lancaster, TX 75146	1/10/2024 11:00:00 AM (CT)
Questions Cutoff/Deadline During the term of this RFP, the Proposer shall not contact any City staff except those designated in the RFP or subsequent addendums/ correspondence. All questions should be addressed in the lonwave e-bid system at least five (5) business days prior to the Due Date. Non-compliance with this provision may result in rejection of the Proposal.	1/24/2024 2:00:00 PM (CT)
Due Date Proposals will not be accepted after 2:00 p.m. on 1/31/2024.	1/31/2024 2:00:00 PM (CT)

Bid Attachments

Bid Form Reference Page.doc

[View Online](#)

Contractor must provide at least three references, and Government Agencies that firm has done business with.

W9 2013 - Blank.pdf

[View Online](#)

W9 - Form must be completed and uploaded to response attachments.

Bid Form Vendor Information Sheet.doc

[View Online](#)

Vendor Information Sheet

Conflict of Interest Form (CIQ) - COL Version.pdf

[View Online](#)

COI - Form must be completed and uploaded to response attachments.

Bid Form for Israel.pdf

[View Online](#)

Form for Israel

General Terms & Conditions.docx

[View Online](#)

General Terms & Conditions

Bid Form Insurance Requirements.pdf

[View Online](#)

Insurance Requirements

Advertisement -2023-23 Roadway Reconstruction Proj.pdf

[View Online](#)

Bid Notice

Pre-Proposal Sign In Road Reconst Projects.pdf

[Download](#)

Pre-proposal sign in sheet.

Requested Attachments

References

(Attachment required)

Valid Reference Email addresses are REQUIRED. YOU MUST PROVIDE REFERENCES THAT YOU HAVE VERIFIED AND THEY HAVE AGREED TO PROVIDE REFERENCES WHEN WE EMAIL THEM FOR THE REFERENCE RESPONSE. Failure to receive positive responses will result in a non-award status for your proposal. The vendor must download the References page from the attachment tab, fill in the requested information and upload the completed spreadsheet. DO NOT UPLOAD encrypted or password protected files.

Current W-9 Tax Form

(Attachment required)

You are required by the City of Lancaster to upload a current W-9 Internal Revenue Service (IRS) Tax Form for your entity. This form will be utilized by the City of Lancaster to properly identify your entity.

Bid Form Vendor Information Sheet

(Attachment required)

You are required by the City of Lancaster to upload a current Vendor Information Form for your entity. This form will be utilized by the City of Lancaster to properly identify your entity.

Conflict of Interest Form CIQ- ONLY REQUIRED IF A CONFLICT EXISTS PER THE INSTRUCTIONS

ONLY REQUIRED IF A CONFLICT EXISTS PER THE INSTRUCTIONS Conflict of Interest Form for Vendors that are required to submit the form. The Conflict of Interest Form is included in the Base documents or can be found at <http://www.lancaster-tx.com/310/Conflict-of-Interest>.

Israel Boycott Verification

(Attachment required)

D/M/WBE Certification OPTIONAL

D/M/WBE Certification documentation may be scanned and uploaded if you desire to claim your status as one of the identified enterprises. (Disadvantaged Business Enterprise, Minority Business Enterprise and/or Woman Business Enterprise) If vendor has more than one certification scan into one document. (PDF Format ONLY) DO NOT UPLOAD encrypted or password protected files.

Warranty

Warranty information (if applicable) must be scanned and uploaded. (PDF Format ONLY) DO NOT UPLOAD encrypted or password protected files.

Supplementary

Supplementary information can be scanned and uploaded. (Company information, brochures, catalogs, etc.) (PDF Format ONLY) DO NOT UPLOAD encrypted or password protected files.

All Other Certificates

All Other Certificates (if applicable) must be scanned and uploaded. If vendor has more than one other certification scan into one document. (PDF Format ONLY) DO NOT UPLOAD encrypted or password protected files.

Bid Attributes

1	<p>INTRODUCTION</p> <p>The reconstruction work for each street include the complete removal of existing pavement and base materials and reconstruct with new pavement and subgrade using current City construction standard details. The new reconstruction will follow the exact same alignment as the existing road.</p> <p>PROJECTS</p> <p>There are twenty three (23) streets to be reconstructed.</p> <p>1. Parkerville Road from I-35 Service Road to Houston School Road (asphalt road). To be reconstructed with 2-inch of type D asphalt layer, on top of 3-inch of type B asphalt layer, on top of 4-inch flex base layer compacted to 95% standard proctor density or 6-inch lime stabilized subgrade layer. (approximately 1.2 miles) Please see City's Standard Detail Sheet 5.</p> <p>2. Main Street from South Houston School Road to Dallas Avenue (asphalt road). (approximately 4 miles) Please see asphalt details above.</p> <p>3. Lancaster Hutchins Road from Pleasant Run Road Wintergreen Road (asphalt road). (approximately 2 miles) Please see asphalt details above.</p> <p>4. Houston School Road from I-20 Service Road to Daniieldale Road (concrete road). To be constructed with 10-inch of 4000 psi concrete pavement layer, with number 4 bars at 18-inch on centers, on top of 10-inch cement treated base layer. (approximately 0.5 miles)</p> <p>5. Reindeer Road from Houston School Road to Nokomis (asphalt road). (approximately 3 miles) Please see asphalt details above.</p> <p>6. Donlee Road from Dallas Ave to Sunny Meadow Drive (asphalt road). (approximately 1.4 miles) Please see asphalt details above.</p> <p>7. Westridge Avenue from Griffin Street to Pleasant Run Road (asphalt road). (approximately 0.7 miles) Please asphalt details above.</p> <p>8. Sunny Meadow Drive from Wintergreen Ave to Donlee Road (asphalt road). (approximately 0.9 miles) Please asphalt details above.</p> <p>9. Meadow Creek Drive from Bluegrove Road to Alhambra Drive (asphalt road). (approximately 0.9 miles) Please asphalt details above.</p> <p>10. Rolling Hills Place, segments between Gateway Drive and Coral Drive (concrete road). To be constructed with 6-inch layer of 4000 psi concrete layer with number 4 bars at 18 inch on centers, on top of 6-inch layer of cement treated base. (approximately 0.6 miles)</p> <p>11. Rolling Meadows Drive from Pleasant Run Road to Harvest Hill Lane (asphalt road). (approximately 0.7 miles) Please see asphalt details above.</p> <p>12. Park Circle Drive from Pleasant Run Road to Green Drive (asphalt road). (approximately 0.4 miles) Please see asphalt details above.</p>
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13. Springcrest Circle from Pleasant Run Road entire loop (asphalt road). (approximately 0.5 miles) Please see asphalt details above.
14. Portwood Drive from Cedardale Road to dead end (asphalt road). (approximately 0.3 miles) Please see asphalt details above.
15. Interurban Road from Cedardale Road to Taylor Street (asphalt road). (approximately 0.3 miles) Please see asphalt details above.
16. Edwards Street from Cedardale Road to Taylor Street (asphalt road). (approximately 0.3 miles) Please see asphalt details above.
17. Doyle Lane from Cedardale Road to Taylor Street (asphalt road). (approximately 0.3 miles) Please see asphalt details above.
18. Taylor Street from Edwards Street to Daniel Lane (asphalt road). (approximately 0.2 miles) Please see asphalt details above.
19. Cheshier Road from Belt Line Road north to end of road (asphalt road). (approximately 0.4 miles) Please see asphalt details above.
20. N. Henry Road from 4th Street to Oak Street (asphalt road). (approximately 0.5 miles) Please see asphalt details.
21. Bayport Drive from Sunny Meadow Drive to Verona Road (asphalt road). (approximately 0.6 miles) Please see asphalt details above.
22. Gerry Way from Wintergreen Road to Balkin Drive (asphalt road). (approximately 0.3 miles) Please see asphalt details above.
23. Sequoia Drive from Westridge Avenue to Kiowa Circle (asphalt road). (approximately 0.4 miles) Please see asphalt details above.

Traffic control plan and pamphlet and/or door hanger notifying residents of street closure for each street shall be prepared and submitted for approval by City, at least 72 hours prior to start of work.

NOTE

It is the intent of the city to award multiple contractors to work simultaneously throughout the city.

2 Server Time

Server Time is located in the top right corner of the screen. Please ensure you have registered and selected the appropriate time zone. All bids are due Central Time.

☐ I Understand

(Required: Check if applicable)

3 Errors

The system checks for errors upon submittal. If you have not completed a required attribute, the system will not accept your bid. Please do not wait until 5 minutes before the response is due. If you have an error, you may not have time to correct and re-submit. Please see the Navigating the E-Procurement System document located at www.lancaster-tx.com/bids for information on errors.

☐ I Understand

(Required: Check if applicable)

4 Notification

How did you hear about this bid opportunity?

- ☐ e-procurement system ☐ Focus News ☐ The Dallas Examiner ☐ Demandstar/Onvia
☐ Public Purchase ☐ Other

(Required: Check only one)

5 Annual Contract

This agreement will contain a fixed pricing structure for the term of the agreement. Quantities shown are estimates and NOT a commitment to buy any specific quantity. Orders will be placed on a non-exclusive, "as needed", basis. Orders placed by the City of Lancaster will be done with a purchase order.

☐ I Agree

(Required: Check if applicable)

6 One Year - 4 Renewals

Length of this contract shall be for one (1) full year with the option to renew the contract for four additional one-year periods. Both parties must be in agreement.

☐ Agree

(Optional: Check if applicable)

7 PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING ISREAL

TEXASL LOCAL GOVERNMENT CODE

Sec. 2271.002. PROVISION REQUIRED IN CONTRACT.

(a) This section applies only to a contract that:

(1) is between a governmental entity and a company with 10 or more full-time employees; and

(2) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.

(b) A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

(1) does not boycott Israel; and

(2) will not boycott Israel during the term of the contract.

☐ I Agree

(Required: Check all that apply)

8 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.

(Required: Maximum 4000 characters allowed)

9 Cooperative Agreement

Should other Government Entities decide to participate in this contract, would you, the Vendor, agree that all terms, conditions, specifications, and pricing would apply?

If you, the Vendor checked yes, the following will apply: Government entities utilizing Inter-Governmental Contracts with the City of Lancaster will be eligible, but not obligated, to purchase materials/services under this contract(s) awarded as a result of this bid. All purchases by Governmental Entities other than the City of Lancaster will be billed directly to that Governmental Entity and paid by that Governmental Entity. The City of Lancaster will not be responsible for another Governmental Entity's debts. Each Governmental Entity will order their own material/service as needed.

☐ Yes ☐ No

(Required: Check only one)

10 Conflict of Interest 1

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.

11 NEPOTISM STATEMENT

The Bidder or Proposer or any officer, if the Bidder or Proposer is other than an individual, shall state whether Bidder or 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 ☐ I am related to an official or employee

(Required: Check only one)

12 NON-COLLUSIVE BIDDING CERTIFICATE

By submission of this bid or proposal, the Bidder certifies that:

1. This bid or proposal has been independently arrived at without collusion with any other Bidder or with any Competitor;
2. This bid or proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids, or proposals for this project, to any other Bidder, Competitor or potential competitor;
3. No attempt has been or will be made to induce any other person, partnership or corporation to submit or not to submit a bid or proposal;
4. The person signing this bid or proposal certifies that he/she/they/them has fully informed himself regarding the accuracy of the statements contained in this certification, and under the penalties of being applicable to the Bidder as well as to the person signing in its behalf.

Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered.

☐ I Agree

(Optional: Check if applicable)

1
3**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.

(Required: Maximum 4000 characters allowed)

1
4**Electronic Payment**

If you would like your payment sent electronically (EFT), please provide your accounts receivable contact information. Please provide name and email.

(Required: Maximum 1000 characters allowed)

1
5**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.

☐ I Agree

(Required: Check if applicable)

1
6**PROPERTY TAXES**

Please indicate whether you or your company, owe delinquent property taxes to the City whether an assumed name, partnership, corporation, or any other legal form.

☐ I do not owe property Taxes ☐ I do owe property taxes

(Required: Check only one)

1
7**MWBE 1**

Is your company M/WBE or HUB certified?

☐ Yes ☐ No

(Required: Check only one)

1
8**MWBE 2**

If yes, what is your certification number?

(Optional: Maximum 1000 characters allowed)

1
9**MWBE 3**

If yes, what agency completed the certification?

(Optional: Maximum 1000 characters allowed)

2
0**MWBE 4**

If yes, what is the expiration date of your certification?

(Optional: Maximum 1000 characters allowed)

2
1**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.

The limitation does not include protests relating to staff recommendations as to award of a bid. Protests relating to staff recommendations may be directed to the City Council by contacting the City Secretary PRIOR to Council Award.

☐ I Agree

(Required: Check if applicable)

2
2**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 ☐ Alaska ☐ Arizona ☐ Arkansas ☐ California ☐ Colorado ☐ Connecticut
☐ Delaware ☐ District of Columbia ☐ Florida ☐ Georgia ☐ Hawaii ☐ Idaho ☐ Illinois
☐ Indiana ☐ Iowa ☐ Kansas ☐ Kentucky ☐ Louisiana ☐ Maine ☐ Maryland ☐ Massachusetts
☐ Michigan ☐ Minnesota ☐ Mississippi ☐ Missouri ☐ Montana ☐ Nebraska ☐ Nevada
☐ New Hampshire ☐ New Jersey ☐ New Mexico ☐ New York ☐ North Carolina ☐ North Dakota
☐ Ohio ☐ Oklahoma ☐ Oregon ☐ Pennsylvania ☐ Rhode Island ☐ South Carolina
☐ South Dakota ☐ Tennessee ☐ Texas ☐ Utah ☐ Vermont ☐ Virginia ☐ Washington
☐ West Virginia ☐ Wisconsin ☐ Wyoming

(Required: Check only one)

2
3**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 ☐ No ☐ N/A-Texas Business

(Required: Check only one)

2
4**Reciprocal Information 3**

If Yes, What is the dollar increment or percentage?

(Required: Maximum 1000 characters allowed)

2
5**Response Term**

Responses shall be valid for ninety (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*(Optional: Check if applicable)*2
6**T&C Acknowledgement**

I have read and agree to the terms and conditions of this bid.

☐ I Agree*(Optional: Check if applicable)*2
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.

☐ I Agree*(Optional: Check if applicable)*2
8**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*(Optional: Check if applicable)*2
9**Insurance**

Vendor shall provide insurance as listed in the insurance requirements attached.

☐ I Understand*(Optional: Check if applicable)*3
0**County**

What county is your principal place of business located?

*(Required: Maximum 1000 characters allowed)*3
1**Immigration**

Employers may hire only 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.

3
2**Audit**

The City reserves the right to audit the records and performance of the Contractor during the term of the contract and for three years thereafter.

3
3**Variation from Specification**

Variations from the Specifications may be acceptable provided such differences are noted on the bid and are deemed to be advantageous to the City.

3
4**Questions**

During the term of this RFQ, the Proposer shall not contact any City staff except those designated in the RFQ or subsequent addendums/ correspondence. All questions should be addressed in the lonwave e-bid system at least five (5) business days prior to the Due Date. **Non-compliance with this provision may result in rejection of the Proposal.**

☐ Agree

(Optional: Check if applicable)

3
5**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 Understand

(Required: Check if applicable)

3
6**Payment Terms**

The City of Lancaster's payment terms are Net 30.

3
7**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

(Optional: Check if applicable)

3
8**Late Submission**

Bids/RFQs are not accepted after the closing date and time. The City of Lancaster is not responsible 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.

☐ I Understand

(Required: Check if applicable)

3
9**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 re-submit their response.

☐ I Understand

(Optional: Check if applicable)

4
0**Deviation**

DEVIATIONS: In the event, you the Proposer, intend to deviate from the general terms, conditions, special conditions, specifications, or other information attached hereto, all such deviations must be detailed and uploaded in the RESPONSE ATTACHMENTS section of the e-pro system with the description DEVIATION.

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

☐ No Deviations ☐ Yes, a list of Deviations are attached

(Required: Check only one)

4
1

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

(Optional: Check if applicable)

4
2

Contractor Independence

Contractor will operate as an independent contractor and not an agent, representative, partner, or employee of the City of Lancaster, and shall control his operations at the work site, and be solely responsible for the acts or omissions of his employee(s). All wages, taxes, and worker's compensation of all contract employees shall be paid by the contractor.

4
3

AWARD OF CONTRACT

Award will be based on responsive bids best value. 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.

Response to specifications, location of vendor, history/relationship, price and vendor's ability to perform the work are the primary factors in determining the best value responsive bid when awarding the contract.

The contractor shall not commence work under these terms and conditions of the contract until all applicable Certificates of Insurance 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

(Required: Check if applicable)

Supplier Information

Company Name:

Contact Name:

Address:

Phone:

Fax:

Email:

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. <P> Please feel free to call us if you require any assistance with the response. <P> Emailed or Fax submissions will not be accepted.

Print Name

Signature

Major Works, LLC.

Proposal

Major Works, LLC.

3524 Merrell Road
Dallas, TX 75229
469-371-7555

DATE

1/31/2024

PROJECT:

2023-23 Roadway
Reconstruction
Projects
Lancaster, TX

Quotation For:

City of Lancaster
PO Box 940
Lancaster, TX 75146
Cheryl Womble, CTCD/CTCM Purchasing Agent
cwomble@lancaster-tx.com

Quotation valid until: 3/31/2024

Addendum 1 Acknowledged - MW

Addendum 2 Acknowledged - MW

ITEM	QUANTITY	UNIT	UNIT PRICE	AMOUNT
Bayport Drive - Mobilization, Bonds, & Insurance	1	LS	\$12,000.00	\$12,000.00
Bayport Drive - Testing	1	LS	\$6,000.00	\$6,000.00
Bayport Drive - Traffic Control	1	LS	\$3,000.00	\$3,000.00
Bayport Drive - Mill/Remove Asphalt Pavment (5")	8,500	SY	\$5.80	\$49,300.00
Bayport Drive - 8 Inch Lime Stabilization @ 36 Lbs/SY	8,500	SY	\$12.55	\$106,675.00
Bayport Drive - Install 5 Inch Asphalt Pavement (2" HMAC TY D / 3" HMAC TY B)	8,500	SY	\$37.70	\$320,450.00
Springcrest Circle - Mobilization, Bonds, & Insurance	1	LS	\$12,000.00	\$12,000.00
Springcrest Circle - Testing	1	LS	\$6,000.00	\$6,000.00
Springcrest Circle - Traffic Control	1	LS	\$3,000.00	\$3,000.00
Springcrest Circle - Mill/Remove Asphalt Pavment (5")	8,200	SY	\$5.80	\$47,560.00
Springcrest Circle - 8 Inch Lime Stabilization @ 36 Lbs/SY	8,200	SY	\$12.55	\$102,910.00
Springcrest Circle - Install 5 Inch Asphalt Pavement (2" HMAC TY D / 3" HMAC TY B)	8,200	SY	\$37.70	\$309,140.00
Total				\$978,035.00

Notes

30 Working Days for Completion of Each Street - 60 Working Days Total



STANDARD PROFESSIONAL SERVICES AGREEMENT

City of Lancaster, Texas

Standard Professional Services Agreement

This Agreement is made by and between the City of Lancaster, Texas, a home-rule municipality (hereinafter referred to as the "City") and CCGMG LLC Series B a road reconstruction company (hereinafter referred to as the "Providers") for reconstruction of 1 roads (hereinafter referred to as the "Project"), the City and the Provider hereby agree as follows:

ARTICLE I: CONTRACT & CONTRACT DOCUMENTS

1.1 THE CONTRACT

The Contract between the City and the Provider, 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

The Contract Documents consist of this Agreement, Exhibit 'A' (Scope of Work) 'B' (Basis of Compensation) 'C' (Project Schedule), all Amendments issued hereafter, any other amendments executed by the parties, together with the following (if any):

Documents not enumerated in this Paragraph 1.2 are not Contract Documents and do not form part of this Contract.

ARTICLE 2: RECITALS

- 2.1 The City desires to engage the Provider to complete roadway reconstruction and
- 2.2 The Provider has the professional knowledge, ability and expertise to provide such services; and
- 2.3 The City desires to engage the services of Provider, as an independent Contractor and not as an employee, to provide the services listed below and as detailed in the Proposal which is attached hereto and incorporated herein as **Exhibit A**.



STANDARD PROFESSIONAL SERVICES AGREEMENT

ARTICLE 3: TERM / TERMINATION

3.1 Time of Performance

All work and services provided under this Contract must be completed as outlined in **Exhibit A.**

3.2 Time is of the essence of this Contract.

The Provider shall be prepared to provide the professional services in the most expedient and efficient manner possible in order to complete the work by the times specified.

3.3 TERMINATION

This Agreement may be suspended or terminated by either Party with or without cause at any time by giving written notice to the other party. In the event suspension or termination is without cause, payment to the Provider, in accordance with the terms of this Agreement, will be made on the basis of services reasonably determined by City to be satisfactorily performed to date of suspension or termination. Such payment will be due upon delivery of all instruments of service to City.

In the event that City requires a modification of the Agreement with Provider, and in the event the parties fail to agree upon a modification of this Agreement, the Parties shall have the option of terminating this Agreement. Payment to Provider shall be made by the City in accordance with the terms of this Agreement, for the services mutually agreed upon by the Parties to be properly performed by the Provider prior to such termination date.

ARTICLE 4: SCOPE OF SERVICES

4.1 Scope of Services

In consideration of the compensation stated in Article 5, the provider agrees to provide the City with the services as described in **Exhibit A** which is incorporated herein by reference for all purposes, and which services may be more generally described as follows:

Summary of Key Scope Components:

1. CCGMG LLC Series B. will reconstruct 1 identified streets identified as items 6 in addendum no. 2, project list and exhibit "B".

4.2 AUTHORIZED AGENT

ARTICLE 7: INDEMNIFICATION



STANDARD PROFESSIONAL SERVICES AGREEMENT

- 7.1 THE PROVIDER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD HARMLESS THE CITY, ITS OFFICERS, AGENTS, SERVANTS AND EMPLOYEES (HEREINAFTER COLLECTIVELY REFERRED TO AS "INDEMNITIES") FROM AND AGAINST SUITS, ACTIONS, CLAIMS, LOSSES, ANY DAMAGE, LIABILITY, AND FROM AND AGAINST ANY COSTS AND EXPENSES, INCLUDING, IN PART, ATTORNEY FEES INCIDENTAL TO THE DEFENSE OF SUCH SUITS, ACTIONS CLAIMS, LOSSES, DAMAGES OR LIABILITY ON ACCOUNT OF INJURY, DISEASE, SICKNESS, INCLUDING DEATH, TO ANY PERSON OR DAMAGE TO PROPERTY INCLUDING, IN PART, THE LOSS OF USE RESULTING THEREFROM, ARISING FROM ANY NEGLIGENT ACT, ERROR OR OMISSION OF THE PROVIDER, ITS OFFICERS, EMPLOYEES, SERVANTS, AGENTS OR SUBCONTRACTORS, OR ANYONE ELSE UNDER THE PROVIDER'S DIRECTION AND CONTROL, AND ARISING OUT OF, RESULTING FROM, OR CAUSED BY THE PERFORMANCE OR FAILURE OF PERFORMANCE OF ANY WORK OR SERVICES UNDER THIS AGREEMENT, OR FROM CONDITIONS CREATED BY THE PERFORMANCE OR NON-PERFORMANCE OF SAID WORK OR SERVICES. IN THE EVENT ONE OR MORE OF THE INDEMNITIES IS DETERMINED BY A COURT OF LAW TO BE JOINTLY OR DERIVATIVELY NEGLIGENT OR LIABLE FOR SUCH DAMAGE OR INJURY, THE PROVIDER SHALL BE OBLIGATED TO INDEMNIFY INDEMNITIES AS PROVIDED HEREIN ON A PROPORTIONATE BASIS IN ACCORDANCE WITH THE FINAL JUDGMENT, AFTER ALL APPEALS ARE EXHAUSTED, DETERMINING SUCH JOINT OR DERIVATIVE NEGLIGENCE OR LIABILITY.
- 7.2 THE CITY AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD THE PROVIDER, ITS OFFICERS, AGENTS, SERVANTS AND EMPLOYEES (HEREINAFTER COLLECTIVELY REFERRED TO AS "INDEMNITIES") FROM AND AGAINST SUITS, ACTIONS, CLAIMS, LOSSES, ANY DAMAGE, LIABILITY, AND FROM AND AGAINST ANY COSTS AND EXPENSES, INCLUDING, IN PART, ATTORNEY FEES INCIDENTAL TO THE DEFENSE OF SUCH SUITS, ACTIONS CLAIMS, LOSSES, DAMAGES OR LIABILITY ON ACCOUNT OF INJURY, DISEASE, SICKNESS, INCLUDING DEATH, TO ANY PERSON OR DAMAGE TO PROPERTY INCLUDING, IN PART, THE LOSS OF USE RESULTING THEREFROM, ARISING FROM ANY NEGLIGENT ACT, ERROR OR OMISSION OF THE CITY, ITS OFFICERS, EMPLOYEES, SERVANTS, AGENTS OR SUBCONTRACTORS, OR ANYONE ELSE UNDER THE CITY'S DIRECTION AND CONTROL, AND ARISING OUT OF, RESULTING FROM, OR CAUSED BY THE PERFORMANCE OR FAILURE OF PERFORMANCE OF ANY WORK OR SERVICES



STANDARD PROFESSIONAL SERVICES AGREEMENT

UNDER THIS AGREEMENT, OR FROM CONDITIONS CREATED BY THE PERFORMANCE OR NON-PERFORMANCE OF SAID WORK OR SERVICES. IN THE EVENT ONE OR MORE OF THE INDEMNITIES IS DETERMINED BY A COURT OF LAW TO BE JOINTLY OR DERIVATIVELY NEGLIGENT OR LIABLE FOR SUCH DAMAGE OR INJURY, THE CITY SHALL BE OBLIGATED TO INDEMNIFY INDEMNITIES AS PROVIDED HEREIN ON A PROPORTIONATE BASIS IN ACCORDANCE WITH THE FINAL JUDGMENT, AFTER ALL APPEALS ARE EXHAUSTED, DETERMINING SUCH JOINT OR DERIVATIVE NEGLIGENCE OR LIABILITY.

- 7.3 THE PROVIDER IS NOT OBLIGATED TO INDEMNIFY THE CITY IN ANY MANNER WHATSOEVER FOR THE CITY'S OWN NEGLIGENCE.
- 7.4 NOTHING CONTAINED HEREIN SHALL CONSTITUTE A WAIVER OF GOVERNMENTAL IMMUNITY IN FAVOR OF ANY THIRD PARTY.
- 7.5 PROVIDER AGREES THAT IT IS AN INDEPENDENT CONTRACTOR AND NOT AN AGENT OF THE CITY, AND THAT PROVIDER IS SUBJECT, AS AN EMPLOYER, TO ALL APPLICABLE UNEMPLOYMENT COMPENSATION STATUTES, SO FAR AS TO RELIEVE THE CITY OF ANY RESPONSIBILITY OR LIABILITY FROM TREATING PROVIDER'S EMPLOYEES AS EMPLOYEES OF CITY FOR THE PURPOSE OF KEEPING RECORDS, MAKING REPORTS OR PAYMENTS OF UNEMPLOYMENT COMPENSATION TAXES OR CONTRIBUTIONS. PROVIDER FURTHER AGREES TO INDEMNIFY AND HOLD CITY HARMLESS AND REIMBURSE IT FOR ANY EXPENSES OR LIABILITY INCURRED UNDER SAID STATUTES IN CONNECTION WITH EMPLOYEES OF PROVIDER.
- 7.6 PROVIDER SHALL DEFEND AND INDEMNIFY INDEMNITIES AGAINST AND HOLD CITY AND THE PREMISES HARMLESS FROM ANY AND ALL CLAIMS, SUITS OR LIENS BASED UPON OR ALLEGED TO BE BASED UPON THE NON-PAYMENT OF LABOR, TOOLS, MATERIALS, EQUIPMENT, SUPPLIES, TRANSPORTATION AND MANAGEMENT COSTS INCURRED BY PROVIDER IN PERFORMING THIS AGREEMENT.

ARTICLE 8: INSURANCE

8.1 Workers Compensation Insurance

The Provider shall provide and maintain Workers' Compensation with statutory limits.

8.2 Automotive Insurance



STANDARD PROFESSIONAL SERVICES AGREEMENT

Provider shall provide and maintain in full force and effect during the time of this Agreement, auto insurance (including, but not limited to, insurance covering the operation of owned and non-owned automobiles, trucks and other vehicles) protecting Provider and City as an additional insured with limits not less than 250/500/100,000 or as amended by statute.

8.3 General Liability Insurance

Provider shall provide general liability insurance. Such insurance covering personal and bodily injuries or death shall be in the sum of not less than two hundred fifty thousand dollars (\$250,000.00) per occurrence and five hundred thousand dollars (\$500,000.00) aggregate. Insurance covering damages to property shall be in the sum of not less than one hundred thousand dollars (\$100,000.00). The general liability insurance must name the City as an additional insured.

8.4 Professional Liability Errors and Omissions Insurance

Provider shall also provide and maintain Professional Liability Errors and Omissions Insurance coverage to protect Provider and City from any liability arising out of the performance of professional services, if any, under this Agreement. Such coverage shall be in the sum of not less than three hundred thousand dollars (\$300,000.00) per occurrence and five hundred thousand dollars (\$500,000.00) aggregate.

8.5 Certificate of Insurance

A signed Certificate of Insurance, satisfactory to City, showing compliance with the requirements of this Article shall be furnished to City before any services are performed. Such Certificate shall provide thirty (30) days written notice to City prior to the cancellation or modification of any insurance referred to therein.

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

ARTICLE 9: DEFAULT

In the event Provider fails to comply or becomes disabled and unable to comply with the provisions of this Agreement as to the quality or character of the service or time of performance, and the failure is not corrected within thirty (30) days after written notice by City to Provider, City may, at its sole discretion without prejudice to any other right or remedy.

- (a) Terminate this Agreement and be relieved of the payment of any further consideration to Provider except for all work determined by City to be satisfactorily completed prior to termination. Payment for work satisfactorily completed shall be for actual costs, including reasonable salaries and travel expenses of Provider to and from meetings called by City at which Provider is required to attend, but shall not include and loss of profit of Provider. In the event such termination, City may proceed to complete the services in any manner deemed proper by the City, either by the use of its own forces or by resubmitting to others. Provider agrees that any costs incurred to complete the services



STANDARD PROFESSIONAL SERVICES AGREEMENT

herein provided for may be deducted and paid by the owner out of such money's as may be due or that may thereafter become due to Provider under and by virtue of this Agreement.

- (b) City may, without terminating this Agreement or taking over the services, furnish the necessary materials, equipment, supplies and/or help necessary to remedy the situation, at the expense of Provider.

ARTICLE 10: MISCELLANEOUS

10.1 Reuse of Documents:

Except as otherwise dictated by the Contract Documents, and with the explicit exception of the preliminary and final documents, all documents including Maps, Plans and Specifications provided or furnished by the Provider pursuant to this Agreement are instruments of service; and shall become the property of the City. Agreement for the use of the City and the City's assigns.

10.2 Entire Agreement.

This Agreement constitutes the sole and only Agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties with respect to this subject matter.

10.3 Assignment.

Neither this Agreement nor any duties or obligations under it shall be assignable by Provider without the prior written consent of City. In the event of an assignment by Provider to which the City has consented, the assignee or the assignee's legal representative shall agree in writing with the City to personally assume, perform, and be bound by all the covenants, obligations, and agreements contained in this Agreement.

10.4 Adjustments in Services/Amendment.

This Agreement may be amended by the mutual written agreement of the parties. Provider shall not make any claims for extra services, additional services or changes in the services without a written agreement with City prior to the performance of such services.

10.5 Governing law.

The validity of this Agreement and any of its terms or provisions, as well as the rights and duties of the parties, shall be governed by the laws of the State of Texas; and venue for any action concerning this Agreement shall be in Dallas County, Texas.

10.6 Notices.



STANDARD PROFESSIONAL SERVICES AGREEMENT

All notices required by the Agreement shall be in writing and addressed to the following, or such other party or address as either party designates in writing, by certified mail, postage prepaid or by hand delivery:

City of Lancaster

Opal Mauldin-Jones, City Manager
PO Box 940
Lancaster, TX 75146
972-218-1300
oiones@lancaster-tx.com

CCGMG LLC Series B

Brydis G. Perez Velazquez
709 Southgate Ln
Dallas, TX 75217
463-324-7770
bperez@ccg-llc.org

10.7 Legal construction.

In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.

10.8 Successors and Assigns.

- (a) The City and Provider each is hereby bound and the partners, successors, executors, administrators, legal representatives and assigns of City and Provider are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, legal representatives and assigns of such other party in respect of all covenants and obligations of this Agreement.
- (b) Neither the City nor the Provider may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- (c) Nothing in this Agreement shall be construed to create, impose or give rise to any duty owed by the Provider to any Provider, subcontractor, supplier, other person or entity, or to any surety for or employee of any of them, or give any rights in or benefits under this Agreement to anyone other than the City and the Provider.

10.9 Conflict.



STANDARD PROFESSIONAL SERVICES AGREEMENT

If a conflict exists between this Agreement, and an Exhibit, the Response, then such conflicts shall be resolved as follows:

- (a) If a conflict exists between this Agreement and an Exhibit or the Response, then this Agreement shall control.
- (b) If a conflict exists between the Response and an Exhibit, the Exhibit shall control.

10.10 Severability

Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the City and the Provider, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.11 Captions

The captions used in this Agreement are for convenience only and shall not affect in any way the meaning or interpretations of the provisions set forth herein.

10.12 Counterparts

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this the day of _____, 2024.

CITY OF LANCASTER, TEXAS
A Texas home-rule municipality

CCGMG LLC Series B.
Construction Company

Opal Mauldin-Jones, City Manager

SIGNATURE AND TITLE

Date: _____

Date: _____



STANDARD PROFESSIONAL SERVICES AGREEMENT

Exhibit A: Proposal for Professional Services

Note: Modification of this Form requires approval by the Office of the City Attorney.



2023-23 Addendum 2

Roadway Reconstruction Projects

Issue Date: 12/22/2023

Questions Deadline: 1/24/2024 02:00 PM (CT)

Response Deadline: 1/31/2024 02:00 PM (CT)

Purchasing

Contact Information

Contact: Cheryl Womble, CTCD/CTCM Purchasing Agent

Address: Purchasing
PO Box 940
Lancaster, TX 75146

Phone: (972) 218-1329

Fax: (972) 218-3621

Email: cwomble@lancaster-tx.com

Event Information

Number: 2023-23 Addendum 2
Title: Roadway Reconstruction Projects
Type: Request for Proposal
Issue Date: 12/22/2023
Question Deadline: 1/24/2024 02:00 PM (CT)
Response Deadline: 1/31/2024 02:00 PM (CT)
Notes: It is the intent of this specification to obtain a proposal for the reconstruction of several asphalt and concrete streets in the City of Lancaster.

Billing Information

Contact: Sara Purvee
Address: Finance/Accounts Payable
PO Box 940
Lancaster, TX 75146
Phone: (972) 218-1320
Email: accounts-payable@lancaster-tx.com

Bid Activities

Week 1 -Advertisement Focus News	12/22/2023 8:00:00 AM (CT)
Bid opens Request for Proposals is open online for electronic submission.	12/22/2023 10:00:00 AM (CT)
Week 2 -Advertisement Focus News	12/28/2023 8:00:00 AM (CT)
Week 2 - Additional Advertising Outreach The Dallas Examiner	12/28/2023 8:00:00 AM (CT)
Pre-Bid Meeting A pre-bid meeting will be held at: 211 N. Henry Street Lancaster, TX 75146	1/10/2024 11:00:00 AM (CT)
Questions Cutoff/Deadline During the term of this RFP, the Proposer shall not contact any City staff except those designated in the RFP or subsequent addendums/ correspondence. All questions should be addressed in the lonwave e-bid system at least five (5) business days prior to the Due Date. Non-compliance with this provision may result in rejection of the Proposal.	1/24/2024 2:00:00 PM (CT)
Due Date Proposals will not be accepted after 2:00 p.m. on 1/31/2024.	1/31/2024 2:00:00 PM (CT)

Bid Attachments

Bid Form Reference Page.doc

[View Online](#)

Contractor must provide at least three references, and Government Agencies that firm has done business with.

W9 2013 - Blank.pdf

[View Online](#)

W9 - Form must be completed and uploaded to response attachments.

Bid Form Vendor Information Sheet.doc

[View Online](#)

Vendor Information Sheet

Conflict of Interest Form (CIQ) - COL Version.pdf

[View Online](#)

COI - Form must be completed and uploaded to response attachments.

Bid Form for Israel.pdf

[View Online](#)

Form for Israel

General Terms & Conditions.docx

[View Online](#)

General Terms & Conditions

Bid Form Insurance Requirements.pdf

[View Online](#)

Insurance Requirements

Advertisement -2023-23 Roadway Reconstruction Proj.pdf

[View Online](#)

Bid Notice

Pre-Proposal Sign In Road Reconst Projects.pdf

[Download](#)

Pre-proposal sign in sheet.

Requested Attachments

References

(Attachment required)

Valid Reference Email addresses are REQUIRED. YOU MUST PROVIDE REFERENCES THAT YOU HAVE VERIFIED AND THEY HAVE AGREED TO PROVIDE REFERENCES WHEN WE EMAIL THEM FOR THE REFERENCE RESPONSE. Failure to receive positive responses will result in a non-award status for your proposal. The vendor must download the References page from the attachment tab, fill in the requested information and upload the completed spreadsheet. DO NOT UPLOAD encrypted or password protected files.

Current W-9 Tax Form

(Attachment required)

You are required by the City of Lancaster to upload a current W-9 Internal Revenue Service (IRS) Tax Form for your entity. This form will be utilized by the City of Lancaster to properly identify your entity.

Bid Form Vendor Information Sheet

(Attachment required)

You are required by the City of Lancaster to upload a current Vendor Information Form for your entity. This form will be utilized by the City of Lancaster to properly identify your entity.

Conflict of Interest Form CIQ- ONLY REQUIRED IF A CONFLICT EXISTS PER THE INSTRUCTIONS

ONLY REQUIRED IF A CONFLICT EXISTS PER THE INSTRUCTIONS Conflict of Interest Form for Vendors that are required to submit the form. The Conflict of Interest Form is included in the Base documents or can be found at <http://www.lancaster-tx.com/310/Conflict-of-Interest>.

Israel Boycott Verification

(Attachment required)

D/M/WBE Certification OPTIONAL

D/M/WBE Certification documentation may be scanned and uploaded if you desire to claim your status as one of the identified enterprises. (Disadvantaged Business Enterprise, Minority Business Enterprise and/or Woman Business Enterprise) If vendor has more than one certification scan into one document. (PDF Format ONLY) DO NOT UPLOAD encrypted or password protected files.

Warranty

Warranty information (if applicable) must be scanned and uploaded. (PDF Format ONLY) DO NOT UPLOAD encrypted or password protected files.

Supplementary

Supplementary information can be scanned and uploaded. (Company information, brochures, catalogs, etc.) (PDF Format ONLY) DO NOT UPLOAD encrypted or password protected files.

All Other Certificates

All Other Certificates (if applicable) must be scanned and uploaded. If vendor has more than one other certification scan into one document. (PDF Format ONLY) DO NOT UPLOAD encrypted or password protected files.

Bid Attributes

1	<p>INTRODUCTION</p> <p>The reconstruction work for each street include the complete removal of existing pavement and base materials and reconstruct with new pavement and subgrade using current City construction standard details. The new reconstruction will follow the exact same alignment as the existing road.</p> <p>PROJECTS</p> <p>There are twenty three (23) streets to be reconstructed.</p> <p>1. Parkerville Road from I-35 Service Road to Houston School Road (asphalt road). To be reconstructed with 2-inch of type D asphalt layer, on top of 3-inch of type B asphalt layer, on top of 4-inch flex base layer compacted to 95% standard proctor density or 6-inch lime stabilized subgrade layer. (approximately 1.2 miles) Please see City's Standard Detail Sheet 5.</p> <p>2. Main Street from South Houston School Road to Dallas Avenue (asphalt road). (approximately 4 miles) Please see asphalt details above.</p> <p>3. Lancaster Hutchins Road from Pleasant Run Road Wintergreen Road (asphalt road). (approximately 2 miles) Please see asphalt details above.</p> <p>4. Houston School Road from I-20 Service Road to Daniieldale Road (concrete road). To be constructed with 10-inch of 4000 psi concrete pavement layer, with number 4 bars at 18-inch on centers, on top of 10-inch cement treated base layer. (approximately 0.5 miles)</p> <p>5. Reindeer Road from Houston School Road to Nokomis (asphalt road). (approximately 3 miles) Please see asphalt details above.</p> <p>6. Donlee Road from Dallas Ave to Sunny Meadow Drive (asphalt road). (approximately 1.4 miles) Please see asphalt details above.</p> <p>7. Westridge Avenue from Griffin Street to Pleasant Run Road (asphalt road). (approximately 0.7 miles) Please asphalt details above.</p> <p>8. Sunny Meadow Drive from Wintergreen Ave to Donlee Road (asphalt road). (approximately 0.9 miles) Please asphalt details above.</p> <p>9. Meadow Creek Drive from Bluegrove Road to Alhambra Drive (asphalt road). (approximately 0.9 miles) Please asphalt details above.</p> <p>10. Rolling Hills Place, segments between Gateway Drive and Coral Drive (concrete road). To be constructed with 6-inch layer of 4000 psi concrete layer with number 4 bars at 18 inch on centers, on top of 6-inch layer of cement treated base. (approximately 0.6 miles)</p> <p>11. Rolling Meadows Drive from Pleasant Run Road to Harvest Hill Lane (asphalt road). (approximately 0.7 miles) Please see asphalt details above.</p> <p>12. Park Circle Drive from Pleasant Run Road to Green Drive (asphalt road). (approximately 0.4 miles) Please see asphalt details above.</p>
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13. Springcrest Circle from Pleasant Run Road entire loop (asphalt road). (approximately 0.5 miles) Please see asphalt details above.
14. Portwood Drive from Cedardale Road to dead end (asphalt road). (approximately 0.3 miles) Please see asphalt details above.
15. Interurban Road from Cedardale Road to Taylor Street (asphalt road). (approximately 0.3 miles) Please see asphalt details above.
16. Edwards Street from Cedardale Road to Taylor Street (asphalt road). (approximately 0.3 miles) Please see asphalt details above.
17. Doyle Lane from Cedardale Road to Taylor Street (asphalt road). (approximately 0.3 miles) Please see asphalt details above.
18. Taylor Street from Edwards Street to Daniel Lane (asphalt road). (approximately 0.2 miles) Please see asphalt details above.
19. Cheshier Road from Belt Line Road north to end of road (asphalt road). (approximately 0.4 miles) Please see asphalt details above.
20. N. Henry Road from 4th Street to Oak Street (asphalt road). (approximately 0.5 miles) Please see asphalt details.
21. Bayport Drive from Sunny Meadow Drive to Verona Road (asphalt road). (approximately 0.6 miles) Please see asphalt details above.
22. Gerry Way from Wintergreen Road to Balkin Drive (asphalt road). (approximately 0.3 miles) Please see asphalt details above.
23. Sequoia Drive from Westridge Avenue to Kiowa Circle (asphalt road). (approximately 0.4 miles) Please see asphalt details above.

Traffic control plan and pamphlet and/or door hanger notifying residents of street closure for each street shall be prepared and submitted for approval by City, at least 72 hours prior to start of work.

NOTE

It is the intent of the city to award multiple contractors to work simultaneously throughout the city.

2 Server Time

Server Time is located in the top right corner of the screen. Please ensure you have registered and selected the appropriate time zone. All bids are due Central Time.

☐ I Understand

(Required: Check if applicable)

3 Errors

The system checks for errors upon submittal. If you have not completed a required attribute, the system will not accept your bid. Please do not wait until 5 minutes before the response is due. If you have an error, you may not have time to correct and re-submit. Please see the Navigating the E-Procurement System document located at www.lancaster-tx.com/bids for information on errors.

☐ I Understand

(Required: Check if applicable)

4 Notification

How did you hear about this bid opportunity?

- ☐ e-procurement system ☐ Focus News ☐ The Dallas Examiner ☐ Demandstar/Onvia
☐ Public Purchase ☐ Other

(Required: Check only one)

5 Annual Contract

This agreement will contain a fixed pricing structure for the term of the agreement. Quantities shown are estimates and NOT a commitment to buy any specific quantity. Orders will be placed on a non-exclusive, "as needed", basis. Orders placed by the City of Lancaster will be done with a purchase order.

☐ I Agree

(Required: Check if applicable)

6 One Year - 4 Renewals

Length of this contract shall be for one (1) full year with the option to renew the contract for four additional one-year periods. Both parties must be in agreement.

☐ Agree

(Optional: Check if applicable)

7 PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING ISREAL

TEXASL LOCAL GOVERNMENT CODE

Sec. 2271.002. PROVISION REQUIRED IN CONTRACT.

(a) This section applies only to a contract that:

(1) is between a governmental entity and a company with 10 or more full-time employees; and

(2) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.

(b) A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

(1) does not boycott Israel; and

(2) will not boycott Israel during the term of the contract.

☐ I Agree

(Required: Check all that apply)

8 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.

(Required: Maximum 4000 characters allowed)

9 Cooperative Agreement

Should other Government Entities decide to participate in this contract, would you, the Vendor, agree that all terms, conditions, specifications, and pricing would apply?

If you, the Vendor checked yes, the following will apply: Government entities utilizing Inter-Governmental Contracts with the City of Lancaster will be eligible, but not obligated, to purchase materials/services under this contract(s) awarded as a result of this bid. All purchases by Governmental Entities other than the City of Lancaster will be billed directly to that Governmental Entity and paid by that Governmental Entity. The City of Lancaster will not be responsible for another Governmental Entity's debts. Each Governmental Entity will order their own material/service as needed.

☐ Yes ☐ No

(Required: Check only one)

10 Conflict of Interest 1

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.

11 NEPOTISM STATEMENT

The Bidder or Proposer or any officer, if the Bidder or Proposer is other than an individual, shall state whether Bidder or 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 ☐ I am related to an official or employee

(Required: Check only one)

12 NON-COLLUSIVE BIDDING CERTIFICATE

By submission of this bid or proposal, the Bidder certifies that:

1. This bid or proposal has been independently arrived at without collusion with any other Bidder or with any Competitor;
2. This bid or proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids, or proposals for this project, to any other Bidder, Competitor or potential competitor;
3. No attempt has been or will be made to induce any other person, partnership or corporation to submit or not to submit a bid or proposal;
4. The person signing this bid or proposal certifies that he/she/they/them has fully informed himself regarding the accuracy of the statements contained in this certification, and under the penalties of being applicable to the Bidder as well as to the person signing in its behalf.

Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered.

☐ I Agree

(Optional: Check if applicable)

1
3**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.

(Required: Maximum 4000 characters allowed)

1
4**Electronic Payment**

If you would like your payment sent electronically (EFT), please provide your accounts receivable contact information. Please provide name and email.

(Required: Maximum 1000 characters allowed)

1
5**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.

☐ I Agree

(Required: Check if applicable)

1
6**PROPERTY TAXES**

Please indicate whether you or your company, owe delinquent property taxes to the City whether an assumed name, partnership, corporation, or any other legal form.

☐ I do not owe property Taxes ☐ I do owe property taxes

(Required: Check only one)

1
7**MWBE 1**

Is your company M/WBE or HUB certified?

☐ Yes ☐ No

(Required: Check only one)

1
8**MWBE 2**

If yes, what is your certification number?

(Optional: Maximum 1000 characters allowed)

1
9**MWBE 3**

If yes, what agency completed the certification?

(Optional: Maximum 1000 characters allowed)

2
0**MWBE 4**

If yes, what is the expiration date of your certification?

(Optional: Maximum 1000 characters allowed)

2
1**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.

The limitation does not include protests relating to staff recommendations as to award of a bid. Protests relating to staff recommendations may be directed to the City Council by contacting the City Secretary PRIOR to Council Award.

☐ I Agree

(Required: Check if applicable)

2
2**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 ☐ Alaska ☐ Arizona ☐ Arkansas ☐ California ☐ Colorado ☐ Connecticut
☐ Delaware ☐ District of Columbia ☐ Florida ☐ Georgia ☐ Hawaii ☐ Idaho ☐ Illinois
☐ Indiana ☐ Iowa ☐ Kansas ☐ Kentucky ☐ Louisiana ☐ Maine ☐ Maryland ☐ Massachusetts
☐ Michigan ☐ Minnesota ☐ Mississippi ☐ Missouri ☐ Montana ☐ Nebraska ☐ Nevada
☐ New Hampshire ☐ New Jersey ☐ New Mexico ☐ New York ☐ North Carolina ☐ North Dakota
☐ Ohio ☐ Oklahoma ☐ Oregon ☐ Pennsylvania ☐ Rhode Island ☐ South Carolina
☐ South Dakota ☐ Tennessee ☐ Texas ☐ Utah ☐ Vermont ☐ Virginia ☐ Washington
☐ West Virginia ☐ Wisconsin ☐ Wyoming

(Required: Check only one)

2
3**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 ☐ No ☐ N/A-Texas Business

(Required: Check only one)

2
4**Reciprocal Information 3**

If Yes, What is the dollar increment or percentage?

(Required: Maximum 1000 characters allowed)

2
5**Response Term**

Responses shall be valid for ninety (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*(Optional: Check if applicable)*2
6**T&C Acknowledgement**

I have read and agree to the terms and conditions of this bid.

☐ I Agree*(Optional: Check if applicable)*2
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.

☐ I Agree*(Optional: Check if applicable)*2
8**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*(Optional: Check if applicable)*2
9**Insurance**

Vendor shall provide insurance as listed in the insurance requirements attached.

☐ I Understand*(Optional: Check if applicable)*3
0**County**

What county is your principal place of business located?

*(Required: Maximum 1000 characters allowed)*3
1**Immigration**

Employers may hire only 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.

3
2**Audit**

The City reserves the right to audit the records and performance of the Contractor during the term of the contract and for three years thereafter.

3
3**Variation from Specification**

Variations from the Specifications may be acceptable provided such differences are noted on the bid and are deemed to be advantageous to the City.

3
4**Questions**

During the term of this RFQ, the Proposer shall not contact any City staff except those designated in the RFQ or subsequent addendums/ correspondence. All questions should be addressed in the Ionwave e-bid system at least five (5) business days prior to the Due Date. **Non-compliance with this provision may result in rejection of the Proposal.**

☐ Agree

(Optional: Check if applicable)

3
5**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 Understand

(Required: Check if applicable)

3
6**Payment Terms**

The City of Lancaster's payment terms are Net 30.

3
7**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

(Optional: Check if applicable)

3
8**Late Submission**

Bids/RFQs are not accepted after the closing date and time. The City of Lancaster is not responsible 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.

☐ I Understand

(Required: Check if applicable)

3
9**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 re-submit their response.

☐ I Understand

(Optional: Check if applicable)

4
0**Deviation**

DEVIATIONS: In the event, you the Proposer, intend to deviate from the general terms, conditions, special conditions, specifications, or other information attached hereto, all such deviations must be detailed and uploaded in the RESPONSE ATTACHMENTS section of the e-pro system with the description DEVIATION.

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

☐ No Deviations ☐ Yes, a list of Deviations are attached

(Required: Check only one)

4
1

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

(Optional: Check if applicable)

4
2

Contractor Independence

Contractor will operate as an independent contractor and not an agent, representative, partner, or employee of the City of Lancaster, and shall control his operations at the work site, and be solely responsible for the acts or omissions of his employee(s). All wages, taxes, and worker's compensation of all contract employees shall be paid by the contractor.

4
3

AWARD OF CONTRACT

Award will be based on responsive bids best value. 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.

Response to specifications, location of vendor, history/relationship, price and vendor's ability to perform the work are the primary factors in determining the best value responsive bid when awarding the contract.

The contractor shall not commence work under these terms and conditions of the contract until all applicable Certificates of Insurance 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

(Required: Check if applicable)

Supplier Information

Company Name:

Contact Name:

Address:

Phone:

Fax:

Email:

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. <P> Please feel free to call us if you require any assistance with the response. <P> Emailed or Fax submissions will not be accepted.

Print Name

Signature

NOTICE TO BIDDERS

The City of Lancaster is soliciting Request for Proposals (RFPs) for Roadway Reconstruction Projects. RFPs will be accepted beginning at 10:00 a.m. CST on Friday, December 22, 2023, and must be received by 2:00 p.m. CST on Wednesday, January 31, 2024. Late RFP's not accepted. The City of Lancaster reserves the right to reject any, and all bids, in whole or in part, to waive any informality in any bid, and to accept any bid, which, in its discretion, is in the best interest of the City of Lancaster.

Participation in the e-procurement bid process is available by completing a supplier registration at www.lancaster-tx.com/bids. Once a supplier is registered, suppliers can log in, view bids, and submit bids electronically. Non-mandatory pre-proposal meeting at 11:00 a.m. on Wednesday, January 10, 2024 at Municipal Center/City Hall, 211 N. Henry Street, Lancaster, TX 75146. Further information obtained by entering a question in the e-bid system (lonwave).

<u>Description</u>	<u>Due Date</u>	<u>Time</u>
2023-23 Roadway Reconstruction Projects	January 31, 2024	2:00 p.m.



VENDOR INFORMATION SHEET



Please Type or Print Clearly

Company Name	CCGMG LLC Series B		Contact Person	Bryndis G. Perez Velazquez	
Payment Address:	709 Southgate Ln. Dallas Tx 75217				
Mailing Address:	709 Southgate Ln. Dallas Tx 75217				
Phone:	469-324-7770		Fax		
Email:	Suggested (sales@ or bids@) Bperez@cgm-llc.org				
Website:	ccgmgsb.com				
Is your company a woman or minority owned business with at minimum 51% ownership?			<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	
If Yes, Is your company certified? Please include a copy of your certificate with this bid package.			<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	
Texas Certifying Agency	NCTRCA				
Certification #	WBE # - HFWB17761N0824 MWBE # - HFMB84443N0824		Expiration Date:	August 31, 2024	
Federal ID #:	83-2906261	Type of Business:	<input checked="" type="checkbox"/> S- Corporation <input checked="" type="checkbox"/> Limited Liability <input type="checkbox"/> Company	<input type="checkbox"/> Sole Proprietor	<input type="checkbox"/> Partnership
List products or services that your firm provides.					
Concrete Paving					
Asphalt Paving					
General Construction					
Landscaping					
Excavation					
Demolition					
Remodeling					
Renovations					
Engineering/Architecture					



Minority Business Enterprise (MBE)
CCGMG LLC Series B

CCGMG LLC Series B

has filed with the Agency an Affidavit as defined by NCTRCA Minority Business Enterprise (MBE) Policies & Procedures and is hereby certified to provide service(s) in the following areas:

NAICS 236118: CONSTRUCTION MANAGEMENT, RESIDENTIAL REMODELING
NAICS 236118: REMODELING AND RENOVATING GENERAL CONTRACTORS, RESIDENTIAL
NAICS 236220: ADDITION, ALTERATION AND RENOVATION, GENERAL CONTRACTORS, COMMERCIAL AND INSTITUTIONAL BUILDING
NAICS 236220: CONSTRUCTION MANAGEMENT, COMMERCIAL AND INSTITUTIONAL BUILDING
NAICS 237310: ASPHALT PAVING (I.E., HIGHWAY, ROAD, STREET, PUBLIC SIDEWALK)
NAICS 238110: CONCRETE REPAIR
NAICS 238110: CONCRETE RESURFACING
NAICS 541611: SITE LOCATION CONSULTING SERVICES
NAICS 541990: CONSTRUCTION ESTIMATION SERVICES

This Certification commences August 23, 2022 and supersedes any registration or listing previously issued. This certification must be updated every two years by submission of an Annual Update Affidavit. At any time there is a change in ownership, control of the firm or operation, notification must be made immediately to the North Central Texas Regional Certification Agency for eligibility evaluation.

Certification Expiration: August 31, 2024
Issued Date: August 23, 2022
CERTIFICATION NO. HFMB84443N0824

Certification Administrator



Women Business Enterprise (WBE)
CCGMG LLC Series B

CCGMG LLC Series B

has filed with the Agency an Affidavit as defined by NCTRCA Women Business Enterprise (WBE) Policies & Procedures and is hereby certified to provide service(s) in the following areas:

NAICS 236118: CONSTRUCTION MANAGEMENT, RESIDENTIAL REMODELING
NAICS 236118: REMODELING AND RENOVATING GENERAL CONTRACTORS, RESIDENTIAL
NAICS 236220: ADDITION, ALTERATION AND RENOVATION, COMMERCIAL AND INSTITUTIONAL BUILDING
NAICS 236220: CONSTRUCTION MANAGEMENT, COMMERCIAL AND INSTITUTIONAL BUILDING
NAICS 237310: ASPHALT PAVING (I.E., HIGHWAY, ROAD, STREET, PUBLIC SIDEWALK)
NAICS 238110: CONCRETE REPAIR
NAICS 238110: CONCRETE RESURFACING
NAICS 541611: SITE LOCATION CONSULTING SERVICES
NAICS 541990: CONSTRUCTION ESTIMATION SERVICES

This Certification commences August 23, 2022 and supersedes any registration or listing previously issued. This certification must be updated every two years by submission of an Annual Update Affidavit. At any time there is a change in ownership, control of the firm or operation, notification must be made immediately to the North Central Texas Regional Certification Agency for eligibility evaluation.

Certification Expiration: August 31, 2024
Issued Date: August 23, 2022
CERTIFICATION NO. HFWB17761N0824

Certification Administrator

**VERIFICATION REQUIRED BY
TEXAS GOVERNMENT CODE SECTION 2270.001**

CCGMG LLC Series B (the "Company") hereby
verifies that the Company:

1. Does not boycott Israel; and
2. Will not boycott Israel during the term of this contract.

COMPANY NAME: CCGMG LLC Series B

SIGNED BY: 

Print Name & Title: Bryndis G. Perez Velazquez

Date Signed: 1/29/24

For purposes of this Verification, the following definitions apply:

(1) The phrase "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) The word "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit.

Proposal For The City Of Lancaster Street Reconstruction

Created By CCGMG LLC Series B
709 Southgate Ln. Dallas Tx 75217

4. Houston School Road From I20 Service Road To Daniieldale Road (Concrete Road)

Item No.	UNIT	DESCRIPTION & PRICES IN WORDS
(1)	CY	Unclassified Excavation
(2)	SY	10 in. Flex Base
(3)	SY	10 in. Concrete Paving
(4)	LF	Integral Curb
(5)	SY	10 in. Concrete Demo
(6)	LS	Traffic Control
(7)	LS	Lab Testing
(8)	LS	Survey
(9)	EA	Manhole Lid/ Water Valve Cover Adjustment
(10)	LS	5% Mobilization
(11)	LS	Bonds
	SY	\$ 250
Total		\$ 3,825,524.00

Proposal For The City Of Lancaster Street Reconstruction

Created By CCGMG LLC Series B
709 Southgate Ln. Dallas Tx 75217

6. Donlee Road From Dallas Ave. To Sunny Meadow Drive

Item No.	UNIT	DESCRIPTION & PRICES IN WORDS
(1)	CY	Unclassified Excavation
(2)	SY	Demo of asphalt
(3)	SY	Pulverize & Reclaim Existing Asphalt & Base Of 8 Inches
(4)	SY	Cement Treat The Reclaimed Material With 3% Portland Cement Of 8 Inches
(5)	SY	Hydrate Fine Grade & Compact
(6)	SY	Apply Prime Coat At A Rate of .20 Gallons Per SY
(7)	SY	Install 3 Inches Type B Asphalt
(8)	SY	Apply Tack Oil & Install 2 inch Type D Asphalt
(9)	LS	Traffic Control
(10)	LS	Lab Testing
(11)	LS	Survey
(13)	EA	Manhole Lid/ Water Valve Cover adjustment
(14)	LS	5% Mobilization
(15)	LS	Bonds
	SY	\$ 65
	Total	\$1,455,246.00

Proposal For The City Of
Lancaster Street
Reconstruction
Created By CCGMG LLC
Series B
709 Southgate Ln. Dallas
Tx 75217

10. Rolling Hills Place Between Gateway Drive To Coral Drive

Item No.	UNIT	DESCRIPTION & PRICES IN WORDS
(1)	CY	Unclassified Excavation
(2)	SY	6 in. Flex Base
(3)	SY	8 in. Concrete Paving
(4)	LF	Integral Curb
(5)	SY	6 in. Demo
(6)	LS	Traffic Control
(7)	LS	Lab Testing
(8)	LS	Survey
(9)	EA	Manhole Lid/ Water Valve Cover Adjustment
(10)	LS	5% Mobilization
(11)	LS	Bonds
	SY	\$ 230
	Total	\$ 1,419,230.00

Proposal For The City Of Lancaster Street
Reconstruction

Created By CCGMG LLC Series B
709 Southgate Ln. Dallas Tx 75217

4. Houston School Road From E20 Service Road To Daniieldale Road (Concrete Road)	Total #1	\$ 3,825,524.00
6. Donlee Road From Dallas Ave. To Sunny Meadow Drive	Total #2	\$ 1,455,246.00
10. Rolling Hills Place Between Gateway Drive To Coral Drive	Total #3	\$ 1,419,230.00
	Grand Total	\$ 6,700,000.00



The Gray Insurance Company
The Gray Casualty & Surety Company

Bid Bond

Know all men by these presents:

THAT CCGMG, LLC Series B

of 709 Southgate Ln., Dallas, TX 75248

hereinafter called the Principal, and The Gray Casualty & Surety Company of Metairie, Louisiana, a corporation duly organized under the laws of the State of Louisiana, as Surety, hereinafter called the Surety, are held firmly bound unto City of Lancaster as Obligee, hereinafter called the Obligee, in the sum of 5% of the Greatest Amount Bid for the payment of which sum and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid:

Job Number: 2023-23

Project Description: 2023-23 (Roadway Reconstruction Projects)

Project Location: Various Locations

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specialized in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee 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.

Signed this 31st day of January, 2024, by:

Principal: CCGMG, LLC Series B

Witness: Fernando Velazquez


Signature and Title:  - President

Signature: 

Surety: The Gray Casualty & Surety Company

Witness: 

Attorney-in-Fact: Tricia Balolong

Signature: 



**THE GRAY INSURANCE COMPANY
THE GRAY CASUALTY & SURETY COMPANY**

GENERAL POWER OF ATTORNEY

Bond Number: n/a

Principal: CCGMG, LLC Series B

Project: 2023-23 (Roadway Reconstruction Projects)

KNOW ALL BY THESE PRESENTS, THAT The Gray Insurance Company and The Gray Casualty & Surety Company, corporations duly organized and existing under the laws of Louisiana, and having their principal offices in Metairie, Louisiana, do hereby make, constitute, and appoint: Aaron Endris, Theresa L. Miller, and Tricia Balolong of Corpus Christi, Texas jointly and severally on behalf of each of the Companies named above its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its deed, bonds, or other writings obligatory in the nature of a bond, as surety, contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the amount of \$25,000,000.00.

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both The Gray Insurance Company and The Gray Casualty & Surety Company at meetings duly called and held on the 26th day of June, 2003.

"RESOLVED, that the President, Executive Vice President, any Vice President, or the Secretary be and each or any of them hereby is authorized to execute a power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings, and all contracts of surety, and that each or any of them is hereby authorized to attest to the execution of such Power of Attorney, and to attach the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be binding upon the Company now and in the future when so affixed with regard to any bond, undertaking or contract of surety to which it is attached.

IN WITNESS WHEREOF, The Gray Insurance Company and The Gray Casualty & Surety Company have caused their official seals to be hereinto affixed, and these presents to be signed by their authorized officers this 4th day of November, 2022.



By:

Michael T. Gray

Michael T. Gray
President
The Gray Insurance Company

Cullen S. Piske

Cullen S. Piske
President
The Gray Casualty & Surety Company



State of Louisiana

ss:

Parish of Jefferson

On this 4th day of November, 2022, before me, a Notary Public, personally appeared Michael T. Gray, President of The Gray Insurance Company, and Cullen S. Piske, President of The Gray Casualty & Surety Company, personally known to me, being duly sworn, acknowledged that they signed the above Power of Attorney and affixed the seals of the companies as officers of, and acknowledged said instrument to be the voluntary act and deed, of their companies.



Leigh Anne Henican
Notary Public
Notary ID No. 92653
Orleans Parish, Louisiana

Leigh Anne Henican

Leigh Anne Henican
Notary Public, Parish of Orleans State of Louisiana
My Commission is for Life

I, Mark S. Manguno, Secretary of The Gray Insurance Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this 31st day of January, 2024.

Mark S. Manguno

I, Leigh Anne Henican, Secretary of The Gray Casualty & Surety Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this 31st day of January, 2024.

Leigh Anne Henican



GENERAL TERMS & CONDITIONS

1. **ACCESSIBILITY** - The city of Lancaster Municipal Building is wheelchair accessible. For accommodations or sign interpretive services needed for pre-bid meetings or bid openings, please contact the City Secretary's Office 48 hours in advance at (972) 218-1310.
2. **ADDENDA** - Any interpretations, corrections or changes to this invitation to bid and specifications will be made by addenda. Sole issuing authority of addenda shall be vested in the city of Lancaster Purchasing Agent. Addenda will be mailed to all who are known to have received a copy of this bid.
3. **ADVERTISING** - Seller shall not advertise or publish without City's prior written consent, the fact that the City has entered into an agreement.
4. **APPROPRIATION OF FUNDS** - The City of Lancaster has established an appropriation (allocation) of funds for this project, if in the event that appropriated (allocated) funds are exhausted, the contractor's only remedy shall be suspension or termination of its performance under this contract and shall have no other remedy in law or in equity against the City and no right to damages of any kind.
5. **ASSIGNMENT OF BID/CONTRACT** - The successful bidder may not assign, sell, transfer or convey any interest of this contract in whole or in part their rights and duties under and award without the written consent of the City of Lancaster. Such consent shall not relieve the assignor of liability in event of default by their assignee.
6. **AWARD** - The City reserves the right to award any combination of the sections as is deemed in the best interest of the City. The City also reserves the right to not award one or all sections.
7. **BID ACCEPTANCE PERIOD** - It is the intent of the City to award a contract, if any be awarded, within ninety (90) calendar days after the date specified for receipt of bids unless otherwise specified in the specifications/attributes.
8. **BID BOND/GUARANTY** - If a bid guaranty is required and not submitted prior to the bid opening date and time; the submitted bid will not be considered. The bond must be in the form of a cashier's check, certified check on a State or National Bank, or an acceptable bond executed by a surety company authorized to do business in the State of Texas.
9. **BID CONSIDERATION / TABULATION** - After bids are unsealed, the bids will be tabulated for comparison on the basis of the bid prices and quantities (lowest responsible vendor) or by the best value. Until final award of the Contract, the city reserves the right to reject any or all bids, to waive technicalities, and to re-advertise for new bids, or proposed to do the work otherwise in the best interests of the City.
 - a. The following items will be considered when an award is based on best value:
 - i. The purchase price;
 - ii. The reputation of the bidder and of the bidder's goods or services;
 - iii. The quality of the bidders' goods or services;
 - iv. The extent to which the goods or services meet the municipality's needs;
 - v. The bidder's past relationship with the municipality;
 - vi. The impact on the ability of the municipality to comply with laws and rules relating to contracting with historically underutilized businesses and nonprofit organizations employing persons with disabilities;
 - vii. The total long-term cost to the municipality to acquire the bidder's goods or services; and
 - viii. Any relevant criteria specifically listed in the request for bids or proposals.
10. **BID SUBMISSION**
 - a. Although we are legally required to accept paper bids, we strongly request that bidders submit this bid electronically. Please feel free to call us if you require any assistance with the submittal. Electronic bidding will eliminate errors, eliminate unnecessary work, and is more friendly to the environment. Your cooperation is appreciated. Emailed or Fax submissions will not be accepted. Paper submission must be sealed and submitted prior to the closing date and time.
 - b. Any paper submission received after stated due date and time will be returned unopened. If proposals are sent by mail to the Purchasing Agent, the proposer shall be responsible for actual delivery of the proposal to the Purchasing Agent before the advertised date and hour for opening of proposals.
 - c. If mail is delayed by the postal service, courier service, or in the internal mail system of the city of Lancaster beyond the date and hour set for the proposal opening, proposals thus delayed will not be considered and will be returned unopened.
11. **BID WITHDRAWAL/ALTERATIONS** - Proposals cannot be altered or amended after submission deadline. No proposal may be withdrawn after opening time without first submitting a written reason to the Purchasing Agent and obtaining approval.

12. **BRAND NAMES** - If items for which bids have been called for have been identified by a "brand name or equal" description, such identification is intended to be descriptive, but not restrictive, and is to indicate the quality and characteristics of products that will be satisfactory. Bids offering "equal" products will be considered for award if such products are clearly identified in the bids and are determined by the Purchasing Agent and requesting Department to be equal in all material respects to the brand name products referenced. **Unless the bidder clearly indicates in their bid that they are offering an "equal product", their bid shall be considered as offering the brand name product referenced in the Proposal Schedule.**
13. **CANCELLATION OF BIDS** - Bids may be cancelled with 30 days written notice and with good cause.
14. **CITY FURNISHED PROPERTY** - No material, labor or facilities will be furnished by the City unless otherwise provided in the specifications/attributes.
15. **CHANGES OR ALTERATIONS** - No part of this bid may be changed/alterd in any way. Vendors must submit written requests to change any specifications/conditions with their proposal. ***Changes made without submission of a written request to this bid will result in disqualification.***
16. **CONFIDENTIALITY OF INFORMATION IN BIDS AND PROPOSALS** - Pursuant to State law, proposals shall be opened in a manner that avoids disclosure of the contents to competing offerors and keeps the proposals secret during negotiations. All proposals are open for public inspection after the contract is awarded, but trade secrets and confidential information in the proposals are not open for public inspection.
17. **CONFLICT OF INTEREST** - The Contractor covenants and agrees that the Contractor and its officers, employees, and agents will have no interest, including personal financial interest, and will acquire no interest, either directly or indirectly, which will conflict in any manner with the performance of the services called for under this contract. No officer or employee of the City shall have a financial interest, direct or indirect, in any contract with the City, or be financially interested, directly or indirectly, in the sale of the City of any land, materials, supplies or services, except on behalf of the City or in compliance with the provisions of the City of Lancaster Personnel Policies. Any violation of this provision shall render this contract voidable at the discretion of the City.
18. **CORRESPONDENCE** - All correspondence, inquiries, submittal documents and questions, must be submitted in writing to Purchasing@Lancaster-tx.com and list the Bid number.
19. **DEFAULT** - In case of default of the successful bidder, the city of Lancaster may procure the articles from other sources and hold the bidder responsible for any excess cost occasioned thereby.
20. **DELIVERY** - The City reserves the right to demand bond or penalty to guarantee delivery by the date indicated. If order is given and the Bidder fails to furnish the materials by the guaranteed date, the City reserves the right to cancel the order without liability on its part.
21. **DELIVERY DATE** - Delivery date is an important factor to the City and may be required to be a part of each bid. Quotations/Proposals must include the number of calendar days required to place the material in the possession of the City. Do not submit shipping dates. The city of Lancaster considers delivery time to be that period elapsing from the time the individual order is placed until that order or work is received by the City at the specified delivery location. Failure of the bidder to meet guaranteed delivery dates or service performance could affect future City orders.

Whenever the Contractor encounters any difficulty which is delaying or threatens to delay timely performance (including actual or potential labor disputes), the Contractor shall immediately give notice thereof in writing to the Purchasing Agent, stating all relevant information. Such notice shall not in any way constitute a basis for an extension of the delivery or performance schedule or be construed as a waiver by the City of any rights or remedies to which it is entitled by law or pursuant to provisions herein. If the delay is unforeseen, the city has the right to extend delivery time if reason appears valid. Failure to give such notice, however, may be grounds for denial of any request for an extension of the delivery or performance schedule because of such delivery.
22. **DELIVERY LOCATION** - The place of delivery shall be set forth in the block of the purchase order entitled, "Ship to".
23. **DELIVERY – TERMS & TRANSPORTATION** – All quotations/submittals shall be F.O.B delivered to the designated Municipal facility, Lancaster, Texas and shall include all delivery and packaging costs.
24. **DELIVERY – TITLE & RISK OF LOSS** - The Title and risk of loss of the goods shall not pass to Buyer until Buyer actually receives and takes possession of the goods at the point or points of delivery. The City of Lancaster assumes no liability for goods damaged while in transit and or delivered in a damaged or unacceptable condition. The Contractor shall be responsible for and handle all claims with carriers and in cases of damaged goods shall ship replacement goods immediately upon notification by the City of damage.
25. **DELIVERY – PACKAGE GOODS** - Contractor will package goods in accordance with good commercial practice. Each shipping container, shall be clearly and permanently marked as following:

- a. Contractors name and address
 - b. Consignee's name, address and purchase order or change order number
 - c. Container number and total number of containers (e.g., box 1 of 4)
 - d. Number of containers bearing the packing slip.
 - e. Contractor shall bear cost of packaging unless otherwise provided. Goods shall be suitably packed to secure lowest transportation costs and to conform to requirements of common carriers and any applicable specifications. City's count or weight shall be final and conclusive on shipments not accompanied by packing list.
26. **DELIVERY – RIGHT OF INSPECTION** - City shall have the right to inspect the goods upon delivery before accepting them. Contractor shall be responsible for all charges for the return to Contractor of any goods rejected as being nonconforming under the specifications.
27. **DEVIATION** – Bidder / Proposer must submit in writing any deviations with their response.
28. **DISABILITY** - In accordance with the provisions of the Americans With Disabilities Act of 1990 (ADA), Contractor warrants that it and any and all of its subcontractors will not unlawfully discriminate on the basis of disability in the provision of services to general public, nor in the availability, terms and/or conditions of employment for applicants for employment with, or employees of Contractor or any of its subcontractors. **Contractor warrants it will fully comply with ADA's provisions and any other applicable federal, state and local laws concerning disability and will defend, indemnify and hold City harmless against any claims or allegations asserted by third parties or subcontractors against City arising out of Contractor's and/or its subcontractor's alleged failure to comply with the above-referenced laws concerning disability discrimination in the performance of this contract.**
29. **DISCOUNTS** - Prompt payment discounts offered for payment within less than thirty (30) calendar days will not be considered unless noted in the specifications/attributes.
30. **DISCRIMINATION** - The undersigned, in submitting this proposal, represents that they are an equal opportunity employer, and will not discriminate with regard to race, religion, color, national origin, age, or sex in the performance of this contract.
31. **EMPLOYMENT ELIGIBILITY VERIFICATION** - The Immigration Reform and Control Act (IRCA) makes it illegal for employers to knowingly hire or recruit immigrants who do not possess lawful work authorization and requires employers to verify their employees work eligibility on a US Department of Justice Form I-9. The contractor/vendor warrants that they comply with IRCA and will maintain compliance with IRCA during the term of the contract with the City. Contractor/vendor warrants that they have included or will include a similar provision in all written agreements with any subcontractors engaged to perform services under this contract.
32. **ETHICS** - The bidder shall not offer or accept gifts of any value nor enter into any business arrangement with any employee, official, or agent of the city of Lancaster.
33. **EXCEPTIONS / SUBSTITUTIONS** - All bids meeting the intent of this invitation to bid will be considered for award. Bidders taking exception to the specifications, or offering substitutions, shall state these exceptions in the section provided or by attachment as part of the bid. In the absence of such, a list shall indicate that the Bidder has not taken exceptions and shall hold the Bidder responsible to perform in strict accordance with the specifications of the invitation. The city of Lancaster reserves the right to accept any and all or none of the exceptions(s) / substitutions(s) deemed to be in the best interest of the City.
34. **FEDERAL REGULATIONS COMPLIANCE**
 - a. All contracts involving federal funds will contain certain provisions required by applicable sections of CFR 34, Section 80.36(l). The vendor certifies by signing the bid that the vendor and his/her principals are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in federally funded transactions and may, in certain instances, be required to provide a separate written certification to this effect.
 - b. During the term of any contract with the City, in the event of debarment, suspension, proposed debarment, declared ineligible or voluntarily excluded from participation in federally funded transactions, the vendor shall immediately notify the City's Purchasing Manager, in writing. Vendors will also be required to provide access to records, which are directly pertinent to the contract and retain all required records for three years after the City, makes final payment. For all contracts involving Federal funds in excess of \$10,000, the City reserves the right to terminate the contract for cause, as well as for convenience, by issuing a certified notice to the vendor.

35. **FORCE MAJEURE**

- a. If by reason of Force Majeure either party shall be rendered unable, wholly or in part, to carry out its responsibilities under this contract by any occurrence by reason of Force Majeure, then the party unable to carry out its responsibility shall give the other party notice and full particulars of such Force Majeure in writing within a reasonable time after the occurrence of the event, and such notice shall suspend the party's responsibility for the continuance of the Forced Majeure claimed, but for no longer period.
- b. Force Majeure means acts of God, floods, hurricanes, tropical storms, tornadoes, earthquakes, or other natural disasters, acts of public enemy, acts of terrorism, sovereign conduct, riots, civil commotion, strikes or lockouts, and other causes that are not occasioned by either Party's conduct which by the exercise of due diligence the party is unable to overcome and which substantially interferes with operations.

36. **FUNDING** - The city operates on a fiscal year that ends on September 30th. Because state law mandates that a municipality may not commit funds beyond a fiscal year, this bid is subject to cancellation if funds for this commodity are not approved in the next fiscal year.

37. **GRATUITIES** - The Buyer may, by written notice to the Seller, cancel this contract without liability to Seller if the Buyer has determined that gratuities, in the form of entertainment, gifts, or otherwise were offered or given by the Seller, or any Manager or representative of the Seller, to any officer or employee of the City of Lancaster with view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making or any determination with respect to the performing of such a contract. In the event Buyer cancels this contract pursuant to this provision, Buyer shall be entitled, in addition to any other rights and remedied, to recover or withhold the amount of the cost incurred by Seller in providing such gratuities.

38. **HEADINGS** – The headings of this contract are for convenience of reference only and shall not affect in any manner any of the terms and conditions hereof.

39. **HEALTH, SAFETY AND ENVIRONMENTAL REQUIREMENTS** - Services, products, materials, and supplies provided by the Seller must meet or exceed all applicable health, safety, and the environmental laws, requirements, and standards. In addition, Seller agrees to obtain and pay, at its own expense, for all licenses, permits, certificates, and inspections necessary to provide the products or to perform the services hereunder. Seller shall indemnify Buyer from any penalties or liabilities due to violation of this provision. Buyer shall have the right to immediately terminate this Agreement for violations of this provision.

40. **IMMIGRATION NATIONALITY ACT** – The City of Lancaster actively supports the Immigration & Nationality Act (INA) which includes provisions addressing employment eligibility, employment verification, and nondiscrimination. Seller shall verify the identity and employment eligibility of all employees who perform work under this Agreement. Seller shall complete the Employment Eligibility Verification Form (I-9), maintain photocopies of all supporting employment eligibility and identity documentation for all employees, and upon request, provide Seller with copies of all I-9 forms and supporting eligibility documentation for each employee who performs work under this Agreement. Seller shall establish appropriate procedures and controls so that no services will be performed by any worker who is not legally eligible to perform such services. Seller shall provide Buyer with a certification letter that it has complied with the verification requirements required by this Agreement. Seller shall indemnify Buyer from any penalties or liabilities due to violations of this provision. Buyer shall have the right to immediately terminate this Agreement for violations of this provision by Seller.

41. **INDEMNIFICATION**

- a. *Contractor Does Hereby Agree To Waive All Claims, Release, Indemnify And Both Hold Harmless The City, Its Officials, Agents And Employees, In Both Their Public And Private Capacities, From And Against Any And All Liability, Claims, Losses, Damages, Suits, Demands Or Causes Of Action, Including All Expenses Of Litigation And/Or Settlement, Court Costs And Attorney Fees, Which May Arise By Reason Of Death Or Injury To Persons Or Loss Of, Damage To, Or Loss Of Use Of Any Property Occasioned By Any Error, Omission, Or Negligent Act Of The Contractor, Its Officers, Agents, Employees, Subcontractors, Invitees, Or Other Persons For Whom The Contractor Is Legally Liable, Arising Out Of Or In Connection With The Performance Of This Contract, And Contractor Will At Its Own Cost And Expense Defend And Protect The City Against Any And All Such Claims And Demands.*
- b. *Provided That This Contract Is Not A Contract For Professional Services As Described In The Texas Professional Services Procurement Act, Contractor Does Further Hereby Agree To Waive All Claims, Release, Indemnify, Defend And Hold Harmless The City And All Of Its Officials, Officers, Agents And Employees From And Against Any And All Claims, Losses, Damages, Suits, Demands Or Causes Of Action, And Liability Of Every Kind Including All Expenses Of Litigation And/Or Settlement, Court Costs And Attorney Fees For Injury Or Death Of Any Person Or For Loss Of, Damages To, Or Loss Of*

Use Of Any Property, Arising Out Of Or In Connection With The Performance Of This Contract. Such Indemnity Shall Apply Whether The Claims, Losses, Damages, Suits, Demands, Or Causes Of Actions Arise In Whole Or In Part From The Negligence Of The City, Its Officers, Officials, Agents, Or Employees. It Is The Express Intention Of The Parties Hereto That The Indemnity Provided For In This Paragraph Is Indemnity By The Contractor To Indemnify And Protect The City From The Consequences Of City's Own Negligence Whether That Negligence Is A Sole Or Concurring Cause Of The Injury, Death Or Damage.

42. **INDEPENDENT CONTRACTOR** - Contractor shall operate as an independent contractor and not as an officer, agent, servant, or employee of the City. Contractor shall have the exclusive control of and the exclusive right to control, the details of its operations and all persons performing same, and shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors, subcontractors, and consultants.
43. **INSURANCE –**
- a. Deductibles, of any type, are the responsibility of the vendor/contractor
 - b. Vendor is responsible for maintaining all required insurance for the entire period of the contract. Proof of Insurance must be submitted by the awarded vendor in the form of a standard Accord certificate listing the City as the Certificate Holder.
44. **INTERPRETATION-PAROLE OF EVIDENCE** - This writing is intended by the parties as a final expression of their agreement and is intended as a complete and exclusive statement of the terms and of their agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this agreement. Acceptance or acquiescence in a course of performance rendered under this agreement shall not be relevant to determine the meaning of this agreement even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in this agreement, the definition contained in the Code is to Control.
45. **MODIFICATIONS** - The resulting contract can be modified or rescinded only in writing and signed by both parties.
46. **M/WBE** - As a matter of policy with respect to City of Lancaster projects and procurements, the City of Lancaster encourages the use, if applicable, of qualified contractors, subcontractors, and suppliers where that are certified M/WBE. In the selection of subcontractors, the Contractor agrees to consider this policy and to use its reasonable and best efforts to select and employ such company and persons for work on this contract.
47. **NEW MATERIALS** - Except as to any supplies or components which the specifications provide need not be new, all supplies and components to be provided under this contract shall be new (not used or reconditioned, and not of such age or so deteriorated as to impair their usefulness or safety), of current production and of the most suitable grade for the purpose intended. If at any time during the performance of this contract the Contractor believes that the furnishing of supplies or components, which are not new, is necessary or desirable, they shall notify the Purchasing Agent immediately, in writing, including the reasons therefore and proposing any consideration, which will flow to the City if authorization to use supplies or components is granted.
48. **NO COMMITMENT BY THE CITY OF LANCASTER** - This (Invitation to Bid, Request for Quote, or Request for Proposal) does not commit the City of Lancaster to award any costs or pay any costs, or to award any contract, or to pay any costs associated with or incurred in the preparation of a (bid/proposal) to this request, or to procure or contract for services or supplies.
49. **NO THIRD-PARTY BENEFICIARY** – For purposes of this contract, including its intended operation and effect, the parties to this contract specifically agree and contract that: (1) the agreement only affects matters/disputes between the parties to this contract, and is in no way intended by the parties to benefit or otherwise affect any third person or entity, notwithstanding the fact that such third person or entity may be in a contractual relationship with City or Contractor or both; and (2) the terms of this contract are not intended to release, either by contract or operation of law, any third person or entity from obligations owing by them to either City or Contractor.
50. **NON-DISCRIMINATION** - Contractor shall not discriminate against any employee or applicant for employment of Contractor or of the City of Lancaster because of race, age, color, religion, sex, national origin, ancestry, disability, or place of birth. Contractor shall take action to ensure that all persons are employed and/or treated without regard to their race, age, color, religion, sex, national origin, ancestry, disability, or place of birth. This action shall include, but not be limited to the following: employment, promotion, demotion, transfer, working conditions, recruitment, layoff, termination, rates of pay, or other forms of compensation, and training opportunities.
51. **OWNERSHIP OF WORK PRODUCT** - Seller agrees that any and all analyses, evaluations, reports, memoranda, letters, ideas, processes, methods, programs, and manuals that were developed, prepared, conceived, made or suggested by the Seller for the City pursuant to a purchase order, including all such developments are originated or

conceived during the term of the Contract and that are completed or reduced to writing (Work Product) and Seller acknowledges that such Work Product will be and remain the exclusive property of the City. To the extent that the Work Product, under applicable law, may not be considered work, made for hire, Seller hereby agrees that this Agreement effectively transfers, grants, conveys, and assigns exclusively to Buyer, all rights, title and ownership interests, including copyright, which Seller may have in any Work Product or any tangible media embodying such Work Product, without the necessity of any further consideration, and Buyer shall be entitled to obtain and hold in its own name, all intellectual Property rights in and to the Work Product. Seller for itself and on behalf of its contractors hereby waives any property interest in such Work Product.

52. **PAYMENT TERMS & CONDITIONS –**

- a. **Payment Terms** are Net 30 unless otherwise specified by the City in this document. Prompt payment discounts may be used by the City in determining the bid award.
- b. **Purchase Orders** – A purchase order will be issued for all goods and services unless otherwise stated.
- c. **Invoices** must be submitted by the awarded vendor in a timely manner. Vendor must not invoice for goods or services prior to shipment/delivery. Delivery address and electronic submission information is addressed in each bid.
- d. **Invoices** must be detailed and include the ordering department and PO number.

53. **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.

The limitation does not include protests relating to staff recommendations as to award of a bid. Protests relating to staff recommendations may be directed to the City Council by contacting the City Secretary PRIOR to Council Award.

54. **PROHIBITION OF PERSONAL INTEREST IN CONTRACTS** - No officer or employee of the City shall have any financial interest, direct or indirect, in any contract with the City or be financially interested, directly or indirectly, in the sale to the City of land, materials, supplies or services. Any knowing and willful violation of this section shall constitute malfeasance in office, and any officer or employee guilty thereof (shall) forfeit his office or position. Any violation of this section with the knowledge expressed or implied, or the person or corporation contracting with the governing body of the City shall render the contract involved voidable by the City Manager or the governing body (City Council).

55. **PROVISIONAL CLAUSES** - The city of Lancaster will not enter into any contract where the cost is provisional upon such clauses as are known as "escalator" or "cost-plus" clauses.

56. **RE-APPROPRIATION OF BUDGET ITEMS** - The City may reduce the funds allocated and the services required under this Agreement at its discretion. The City shall notify Contractor in writing of this reduction. Contractor shall not perform any services subtracted from this Agreement. The de-obligation of funds does not require any formal amendment of this Agreement but shall be evidenced by a revised budget approved by City Council.

57. **RECYCLE MATERIALS**

- a. The city of Lancaster supports a recycling program. Recycled materials are acceptable and will be considered for award. The City desires to use recycled products when a comparable material/product is available. If your company distributes products made of recycled materials please submit an alternate bid for the items requested. All recycled products should meet the minimum standards established in the bid specifications provided. State any exceptions: costs, warranties, and percentage of recycle materials used in the manufacture of the material/product. The City will determine the acceptability of the materials/product bid as an alternate.
- b. The City will consider special vendor pricing on discounts in exchange for City's willingness to participate in new product testing or promotion including ability of vendor to bring other potential customers to city job sites to demonstrate product. The amount of product discount in exchange for these services should be clearly stated in the bid document. Any promotional strategies should be discussed with the Purchasing Agent and approved by the appropriate City Official(s) before submission of the bid.

58. **REJECTION OF BIDS**

- a. The City reserves the right to reject any or all bids or to waive technicalities at its option when in the best interests of said City.

- b. Bids will be considered irregular if they show any omissions, alteration of form, additions, or conditions not called for, unauthorized alternate bids or irregularities of any kind. However, the City reserves the right to waive any irregularities and to make the award in the best interests of the City.
- c. The City reserves the right to reject any or all bids, and all bids submitted are subject to this reservation. Bids may be rejected, among other reasons, for any of the following specific reasons:
 - i. Bids received after the time limit for receiving bids as stated in the advertisement.
 - ii. Proposal containing any irregularities.
 - iii. Unbalanced value of any items.
 - iv. Bidders may be disqualified and their bids not considered, among other reasons, for any of the following specific reasons:
 - v. Reason for believing collusion exists among the Bidders.
 - vi. Reasonable grounds for believing that any Bidder is interested in more than one Proposal for the work contemplated.
 - vii. The Bidder being interested in any litigation against the City.
 - viii. The Bidder being in arrears on any existing contract or having defaulted on a previous contract.
 - ix. Lack of competency as revealed by a financial statement, experience and equipment, questionnaires, etc.
 - x. Uncompleted work, which in the judgment of the City will prevent or hinder the prompt completion of additional work if awarded.

- 59. **REMEDIES** - No right or remedy granted herein or reserved to the parties is exclusive of any right or remedy herein by law or equity provided or permitted; but each shall be cumulative of every right or remedy given hereunder. No covenant or condition of this contract may be waived without consent of the parties. Forbearance or indulgence by any party shall not constitute a waiver of any covenant or condition to be performed pursuant to this contract.
- 60. **REQUEST FOR NON-CONSIDERATION** - Bids deposited with the City cannot be withdrawn prior to the time set for opening bids. Request for non-consideration of bids must be made in writing to the Purchasing Agent and received by the City prior to the time set for opening bids. After other bids are opened and publicly read, the Proposal for which non-consideration is properly requested may be returned unopened. The Proposal may not be withdrawn after the bids have been opened, and the Bidder, in submitting the same, warrants and guarantees that this bid has been carefully reviewed and checked and that it is in all things true and accurate and free of mistakes and that such bid will not and cannot be withdrawn because of any mistake committed by the Bidder.
- 61. **RIGHT OF INSPECTION** - Buyer shall have the right to inspect the goods at delivery before accepting them.
- 62. **SEVERABILITY** - In case any one or more of the provision contained in this contract shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this contract, and this contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained.
- 63. **SILENCE OF SPECIFICATIONS** - The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point shall be regarded as a meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.
- 64. **TAB SHEETS** - Tab Sheets are available on line within 30 minutes of the closing date and time. Immediately if all bids are electronic.
- 65. **TAXES** - The City of Lancaster is exempt from Federal Excise and State Sales taxes. Taxes must not be included in bid pricing. Tax exempt certificates will be prepared and executed by the City's Purchasing Agent and furnished upon request.
- 66. **TERMINATION OF CONTRACT** - This contract shall remain in effect until the contract expires, delivery and acceptance of products and/or performance of services ordered or terminated by either party with a thirty (30) day written notice prior to any cancellation. The successful bidder must state the reasons for such cancellation. The city of Lancaster reserves the right to award canceled contract to the next lowest and best bidder as it deems to be in the best interest of the City.
- 67. **TERMINATION FOR CONVENIENCE** - The City of Lancaster may terminate this contract upon at least thirty (30) days prior written notice for its' convenience or for any reason deemed by the City to serve the public interest; and/or the City of Lancaster may terminate this contract upon thirty (30) days prior written notice for any reason resulting from any governmental law, order, ordinance, regulations, or court order. In no event shall the City be liable for any profits anticipated to be made hereunder by the contractor should this contract be terminated early.

68. **TERMINATION FOR DEFAULT** - City shall have the right to cancel for default all or any part of the undelivered portion of this order if Seller breaches any of the terms including warranties of the Seller or if the Seller becomes insolvent or commits acts of bankruptcy.
- a. City of Lancaster reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default of this contract. The City of Lancaster reserves the right to terminate the contract immediately in the event the successful bidder fails to:
- i. Meet schedules;
 - ii. Defaults in the payment of any fees; or
 - iii. Otherwise, perform in accordance with these specifications.
 - iv. Breach of contract or default authorizes the city of Lancaster to exercise any or all of the following rights:
 - v. The City may take possession of the assigned premises and any fees accrued or becoming due to date;
 - vi. The city may take possession of all goods, fixtures, and materials of successful bidder and may foreclose its lien against such personal property, applying the proceeds toward fees due or thereafter becoming due. The City shall give the successful bidder written notice of such default; and in the event said default is not remedied to the satisfaction and approval of the City within two (2) working days of receipt of such notice by the successful bidder, default will be declared and all the successful bidder's rights shall terminate.
 - vii. Bidder, in submitting this bid, agrees that the City of Lancaster shall not be liable to prosecution for damages in the event that the City declares the bidder in default.
69. **THE AGREEMENT** – In the absence of an otherwise negotiated contract, or unless stated otherwise, the Agreement between Buyer and Seller shall consist of these Standard Terms and Conditions together with any applicable bid documents published by the Buyer and Seller's Response to such bid (the "contract documents"). This Agreement is intended by the parties as a final expression of their agreement and is intended as a complete and exclusive statement of the terms of their agreement. No course of prior dealings between the parties and no usage of trade shall be relevant to supplement or explain any term used in this Agreement. Acceptance of or acquiescence in a course of performance under this Agreement shall not be relevant to determine the meaning of this Agreement even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code (UCC) is used in this Agreement, the definition contained in the UCC shall control. In the event of a conflict between the contract documents, the order of precedence shall be these Standard Terms and Conditions, the Buyer's published bid documents and the Seller's response. If Buyer and Seller have otherwise negotiated a contract, this Agreement shall not apply.
70. **VENUE** - This agreement will be governed and construed according to the laws of the State of Texas and performable in the city of Lancaster. Both parties agree that the exclusive venue for any litigation arising from the contract will lie in Dallas County, Texas.
71. **WAGES** - Successful bidder shall pay or cause to be paid, without cost or expense to the city of Lancaster, all Social Security, Unemployment, and Federal Income Withholding Taxes of all such employees and all such employees shall be paid wages and benefits as required by Federal and/or State Law.
72. **WAIVER** - No claim or right arising out of a breach of this contract can be discharged in whole or in part by the waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.
73. **WARRANTY** - Successful bidder shall warrant that all items/ services shall conform to the proposed specifications and/or all warranties as stated in the Uniform Commercial Code and be free from all defects in material, workmanship, and title. A copy of the warranty for each item being bid must be enclosed.
74. **WARRANTY PRICE**
- a. The price to be paid by the Buyer shall be that contained in the Seller's bid, which Seller warrants to be no higher than Seller's current prices on orders for products of the kind, and specification covered by the agreement for similar quantities under similar or like conditions and methods of purchase. In the event, Seller breaches this warranty, the prices of the items shall be reduced to the Seller's current prices on orders by others, or in the alternative, Buyer may cancel this contract without liability to the seller for breach or Seller's actual expense.
- b. The Seller warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for commission, percentage, brokerage, or contingent fee

excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Seller for the purpose of securing business. For breach or violation of this warranty, the Buyer shall have the right in addition to any other right or rights to cancel this contract without liability and to deduct from the contract price, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

75. **WARRANTY SERVICE CLAUSE** - Under the terms of the warranties which arise from these contract documents and/or by the terms of any applicable special warranties required by the contract documents, if any of the work in accordance with this contract is found to NOT be in accordance the requirements of the contract documents, the Contractor shall correct such work promptly after receipt of written notice from the City of Lancaster or the architect, engineer or other entity as the contract documents may provide. This obligation shall survive acceptance of the work under the contract and termination of the contract. In order to facilitate a prompt response, Contractor agrees to provide for warranty service to the extent practical, from local businesses, including goods and services, when such goods and services are comparable in availability, quality, and price. If Contractor fails within a reasonable time after written notice to correct defective work or to remove and replace rejected work, or if Contractor fails to perform the work in accordance with the contract documents or if the Contractor fails to comply with any provision in the contract documents, either the City of Lancaster or its designee may, after seven (7) days written notice to Contractor, correct and remedy any such deficiency.
76. **WARRANTY SAFETY** - Seller warrants that the product sold to the Buyer shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health act (OSHA) of 1970, as amended. In the event the product does not conform to OSHA standards, Buyer may return the product for correction or replacement at Seller's expense. In the event, Seller fails to make appropriate correction within a reasonable time; any correction made by Buyer will be at Seller's expense. Where no correction is or can be made, Seller shall refund all monies received for such goods within thirty (30) days after request is made by Buyer in writing and received by Seller. Failure to make such refund shall constitute breach and cause this contract to terminate immediately.
77. **WARRANTY AGAINST INFRINGEMENT OF PATENTS / COPYRIGHTS / TRADE SECRETS** - Seller warrants that the goods or services do not infringe upon or violate any United States patent, copyright, or trade secret. Seller will defend at its expense any action against Buyer or Buyer licensee to the extent that it is based on a claim that goods used or services provided used within the scope of the license hereunder infringe upon a United States patent, copyright or trade secret, and Seller will pay any and all costs and damages finally awarded against Buyer or Buyer as licensee in such actions which is attributable to such claim. Should the services become, or in Seller's opinion be likely to become, the subject of any claim of infringement, Seller shall either:
- a. Procure for Buyer the right to continue to use the goods or services; or
 - b. Modify the goods or services to make them non-infringing, provided that such modification does not materially adversely affect Buyers' authorized use; or
 - c. Replace the goods or services with equally suitable, compatible, and functionally equivalent non-infringing goods or services at no additional cost to the Buyer; or
 - d. If none of the foregoing alternatives is reasonably available to Seller, terminate this agreement and refund to the Buyer the payments actually made to the Seller under this agreement.

INSURANCE REQUIREMENTS

The Awarded Contractor will not commence work under this contract until he or she has obtained all the insurance required herein and such insurance has been approved by the City, nor shall Contractor allow any subcontractor to commence work on his or her subcontract until all required insurance of the subcontractor has been obtained and submitted to the City.

The successful bidder shall submit evidence of required insurance on an original ACORD certificate or *state approved form* at time of bid. The bidder will have no longer than fifteen (15) calendar days following notification of award to submit the required ACORD form identifying The City as an additional insured to all applicable coverage, including materials, equipment, or supplies provided by the City. Failure to submit the required document(s) may result in rescinding the award. The bid may thereafter be awarded to the next lowest responsible bidder. A current ACORD form must be submitted upon policy changes, renewal, or upon request by the City.

An insurance certificate is required to be on file prior to the start of any work.

IT IS HIGHLY RECOMMENDED THAT RESPONDENTS CONFER WITH THEIR RESPECTIVE INSURANCE CARRIERS OR BROKERS TO DETERMINE IN ADVANCE OF PROPOSAL/BID SUBMISSION THE AVAILABILITY OF INSURANCE CERTIFICATES AND ENDORSEMENTS AS PRESCRIBED AND PROVIDED HEREIN.

GENERAL PROVISIONS

1. The City, its officials, employees and volunteers shall be named as an additional insured *with waiver of subrogation in the favor of the City* on the Commercial General Liability and Automobile Liability Insurance policies. These policies shall contain the appropriate additional insured endorsement signed by a person authorized by that insurer to bind coverage on its behalf.
2. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage, *materially changed*, or in limits except after thirty (30) days prior written notice has been provided to the City.
3. If the policy is cancelled for non-payment of premium, only ten (10) days' notice is required.
4. Insurance is to be placed with insurers with a Best rating of no less than Section A7. The company must also be duly authorized to conduct business in the State of Texas.
5. Workers' Compensation and Employers' Liability Coverage: The insurer shall agree to waive all rights of subrogation against the City, its officials, employees, and volunteers for losses arising from the activities under this contract.
6. Certificates of Insurance and Endorsements effecting coverage required by this clause shall be forwarded to:

City of Lancaster
Purchasing
PO Box 940
Lancaster, TX 75146
7. THE PROJECT NAME AND BID/CONTRACT NUMBER SHALL BE LISTED ON THE CERTIFICATE.
8. Companies issuing the insurance policies shall have no recourse against the City for payment of any premiums, assessments, or for any deductibles, which are at the sole responsibility and risk of the Contractor.

9. Liability policies shall be endorsed to provide the following:
- a. Name of Additional insured: City of Lancaster, its Officials, Agents, Employees and Volunteers
 - b. That such insurance is primary to any other insurance available to the Additional Insured with respect to claims covered under the policy and that this insurance applies separately to each insured against who claim is made or suit is brought. The inclusion of more than one insured shall not operate to increase the insurer's limit of liability.
10. Should any of the required insurance be provided under a claims made form, Contractor shall maintain such coverage continuously throughout the term of this contract and, without lapse, for a period of three years beyond the contract expiration, such that occurrences arising during the contract term which give rise to claims made after expiration of the contract shall be covered.
11. Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit providing for claims investigation or legal defense costs to be included in the general annual aggregate limit, the Contractor shall either double the occurrence limits or obtain Owners and Contractors Protective Liability Insurance.
12. Should any required insurance lapse during the contract term, requests for payments originating after such lapse shall not be processed until the City receives satisfactory evidence of reinstated coverage as required by this contract, effective as of the lapse date. If insurance is not reinstated, City may, at its sole option, terminate this agreement effective on the date of the lapse.

SPECIFIC INSURANCE REQUIREMENTS

All insurance policies proposed or obtained in satisfaction of this Contract shall additionally comply with the following marked specifications, and shall be maintained in compliance with these additional specifications throughout the duration of the Contract, or longer, if so noted:

[X] A. General Liability Insurance:

General Liability insurance with combined single limits of not less than **\$1,000,000.00** shall be provided and maintained by the Contractor. The policy shall be written on an occurrence basis either in a single policy or in a combination of underlying and umbrella or excess policies.

If the Commercial General Liability form, (ISO Form CG 0001 current edition) is used:

- Coverage A shall include premises, operations, products, and completed operations, independent contractors, contractual liability covering this contract and broad form property damage coverage.
- Coverage B shall include personal injury.
- Coverage C, medical payments, is not required.

If the Comprehensive General Liability form (ISO Form GL 0002 Current Edition and ISO Form GL 0404) is used, it shall include at least:

- Bodily injury and Property Damage Liability for premises, operations, products and completed operations, independent contractors and property damage resulting from explosion, collapse, or underground (XCU) exposures.
- Broad form contractual liability (preferably by endorsement) covering this contract, personal injury liability and broad form property damage liability.

[X] Automobile Liability Insurance:

Contractor shall provide **Commercial** Automobile Liability insurance with Combined Single Limits (CSL) of not less than **\$500,000** either in a single policy or in a combination of basic and umbrella or excess policies. The

policy will include bodily injury and property damage liability arising out of the operation, maintenance, and use of all automobiles and mobile equipment used in conjunction with this contract.

Satisfaction of the above requirement shall be in the form of a policy endorsement for:

- Code 1 - any auto, or
- All owned hired and non-owned autos.

[X] Workers' Compensation Insurance

Contractor shall purchase and maintain Workers' Compensation insurance, which in addition to meeting the minimum statutory requirements for issuance of such insurance, has Employer's Liability limits of at least \$100,000 for each accident, \$100,000 per each employee, and a \$500,000 policy limit for occupational disease. The City need not be named as an "Additional Insured" but the insurer shall agree to waive all rights of subrogation against the City, its officials, agents, employees, and volunteers for any work performed for the City by the Named Insured. For building or construction projects, the Contractor shall comply with the provisions of Attachment 1 in accordance with §406.096 of the Texas Labor Code and rule 28TAC 110.110 of the Texas Workers' Compensation Commission (TWCC).

[] Owner's and Contractor's Protective Liability Insurance

The Contractor shall obtain, pay for and maintain at all times during the prosecution of the work under this contract, an Owner's and Contractor's Protective Liability insurance policy naming the City as insured for property damage and bodily injury which may arise in the prosecution of the work or Contractor's operations under this contract. Coverage shall be on an "occurrence" basis and the policy shall be issued by the same insurance company that carries the Contractor's liability insurance. Policy limits will be at least \$500,000.00 combined bodily injury and property damage per occurrence with a \$1,000,000.00 aggregate.

[] Fire Damage Legal Liability Insurance

Coverage is required if Broad form General Liability is not provided or is unavailable to the contractor or if a contractor leases or rents a portion of a City building. Limits of not less than _____ each occurrence are required.

[] Professional Liability Insurance

Professional liability insurance with limits not less than \$1,000,000.00 per claim with respect to negligent acts, errors or omissions in connection with professional services is required under this Agreement.

[] Builders' Risk Insurance

Builders' Risk Insurance, on an All-Risk form for 100% of the completed value shall be provided. Such policy shall include as "Named Insured" the City of Lancaster and all subcontractors as their interests may appear.

Policy 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.

[] 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 is 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.

[] **Commercial Crime**

Provides coverage for the theft or disappearance of cash or checks, robbery inside/outside the premises, burglary of the premises, and employee fidelity. The employee fidelity portion of this coverage should be written on a "blanket" basis to cover all employees, including new hires. This type insurance should be required if the contractor has access to City funds. Limits of not less than \$_____ each occurrence are required.

[] **Additional Insurance**

Other insurance may be required on an individual basis for extra hazardous contracts and specific service agreements.

- Physician's, Surgeons, or Dentists Professional Liability Policy - The Proposer shall provide and maintain such coverage with minimum limits of \$500,000.
- Errors and omissions - The Proposer shall provide and maintain such coverage within the Professional Liability Policy for the protection from claims arising out of performance of professional services in the minimum amount of \$1,000,000 for each occurrence.

ATTACHMENT 1

[] **Workers Compensation Coverage for Building or Construction Projects**

1. Definitions:

- A. Certificate of Coverage** ("certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83 or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.
- B. Duration of the Project** - Includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the governmental entity.
- C. Persons providing services on the project** ("subcontractor" in Section 406.096) - Includes all persons or entities performing all or part of the services the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the **contractor and regardless of whether that person has employees**. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity, which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.
- D. Building or Construction** (Labor Code 406.096) includes:
 - 1. Erecting or preparing to erect a structure, including a building, bridge, roadway, public utility facility, or related appurtenance;
 - 2. Remodeling, extending, repairing, or demolishing a structure; or
 - 3. Otherwise improving real property or an appurtenance to real property through similar activities.
 - i. Real Property means land, an improvement, or an estate or interest in real property, other than a mortgage or deed of trust creating a lien on property or an interest in securing payment or performance of an obligation in real property.

- ii. Improvement means a permanent building, structure, fixture, or fence that is erected on or affixed to land but does not include a transportable building or structure whether or not it is affixed to land.
2. The contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the contractor providing services on the project, for the duration of the project.
3. The contractor must provide a certificate of coverage to the City prior to beginning work on the contract.
4. If the coverage period shown on the contractor's current certificate of coverage ends during the duration of the project, the contractor must, prior to the end of the coverage period, file a new certificate of coverage with the City showing that coverage has been extended.
5. The contractor shall obtain from each person providing services on a project, and provide to the City:
 1. a certificate of coverage, prior to that person beginning work on the project, so the City will have on file certificates of coverage showing coverage for all persons providing services on the project; and
 2. no later than seven (7) days after receipt by 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.
 3. The contractor shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter.
 4. The contractor shall notify the City in writing by certified mail or personal delivery, within ten (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.
 5. The contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
 6. The contractor shall contractually require each person with whom it contracts to provide services on a project, to:
 - i. provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;
 - ii. provide to the contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;
 - iii. 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;
 - iv. obtain from each other person with whom it contracts, and provide to the contractor a certificate of coverage, prior to the other person beginning work on the project; and a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
 - v. retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter;
 - vi. notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
 - vii. Contractually require each person with whom it contracts, to perform as required by paragraphs (1)-(7), with the certificates of coverage to be provided to the person for whom they are providing services.
6. By signing this contract or providing or causing to be provided a certificate of coverage, the contractor is representing to the City that all employees of the contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be

based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

7. The contractor's failure to comply with any of these provisions is a breach of contract by the contractor which entitles the City to declare the contract void if the contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the City.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/19/2023

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 Symphony Risk Solutions, LLC 2425 N Central Expy Suite 900 Richardson TX 75080	CONTACT NAME: Chery Jones PHONE (A/C, No, Ext): (972) 864-0400 FAX (A/C, No): (972) 278-8400 E-MAIL ADDRESS: cjones@symphonyrisk.com
INSURED CCGMG, LLC Series B 11118 Leta Drive Balch Springs TX 75180	INSURER(S) AFFORDING COVERAGE INSURER A: Hanover Insurance Companies INSURER B: Texas Mutual Insurance Co. INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES**CERTIFICATE NUMBER:** 2023-24 Liability**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	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			ZHD J573482 00	10/13/2023	10/13/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			AHD J567306-00	10/13/2023	10/13/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Underinsured motorist \$ 1,000,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			UHD J573485 00	10/13/2023	10/13/2024	COMBINED SINGLE LIMIT EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	0002100876	10/13/2023	10/13/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Contractors Equipment			ZHD J573482 00	10/13/2023	10/13/2024	Scheduled Equipment \$730,804 Leased/Rented \$50,000 Deductible \$1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The General Liability policy is primary and non-contributory and 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 certificate holder. The Automobile policy 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 certificate holder. The General Liability, Automobile, & Workers' Compensation policies include a blanket automatic waiver of subrogation endorsement only when there is a written contract between the named insured and the certificate holder.

CERTIFICATE HOLDER**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
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Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

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

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. CCGMG LLC Series B	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► S Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ►	
4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>	
5 Address (number, street, and apt. or suite no.) See instructions. 709 Southgate Ln.	Requester's name and address (optional)
6 City, state, and ZIP code Dallas, TX. 75217	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number	
or	
Employer identification number	
83	-2906261

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here	Signature of U.S. person ► 	Date ► 1/1/2024
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General Instructions

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

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.



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:	CCGMG LLC Series B	Contact	Bryndis G. Perez velazquez
Address	709 Southgate Ln. Dallas Tx 75217	Phone	469-324-7770
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
<i>N/A</i>	


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.

<i>N/A</i>

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	<input type="checkbox"/> NO <input checked="" type="checkbox"/>
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	<input type="checkbox"/> NO <input checked="" type="checkbox"/>
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	<input type="checkbox"/> NO <input checked="" type="checkbox"/>
D	Describe each affiliation or business relationship.		

4. Signature



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

1/29/24

Date

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	PLEASE SEE THE ATTACHED LIST			
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:

CITY of DALLAS
 CITY OF IRVING
 CITY OF BALCH SPRINGS
 CITY OF DUNCANVILLE

CITY OF DESOTO
 CITY OF CELINA
 CITY OF HEATH
 CITY OF CEDAR HILL

CCGMG LLC SERIES B

11118 LETA DR BALCH SPRINGS TEXAS 75180 CCGMG.SB.C

OM References Sheet

City of Irving - ITB #007R-22F Concrete Repair (2022-Current)

- Contract Amount: \$2,500,000.00
 - Owner: Irving, Texas
- GC: CCGMG LLC Series B
 - Scope of Work:
- Concrete Repair of Sidewalks, Utility Cuts, Streets, and Alleys and other concrete Structures
 - Contact:

Christopher Choufett- Street Operations Manager-

(972)721-2209/cchouffet@cityofirving.org

Rusty Hoya -City Inspector- rhoya@cityofirving.org

- PM: Jay Perez- (214)382-8398

City of Irving - ITB #061R-20F Concrete Repair (2020-2023)

- Contract Amount: \$1,500,000.00
 - Owner: Irving, Texas
- GC: CCGMG LLC Series B
 - Scope of Work:
- Concrete Repair of Sidewalks, Utility Cuts, Streets, and Alleys and other concrete Structures
 - Contact:

Christopher Choufett- Street Operations Manager-

(972)[721-2209](tel:721-2209)/cchouffet@cityofirving.org

Rusty Hoya -City Inspector- rhoya@cityofirving.org

- PM: Jay Perez- (214)382-8398

City Of Irving 049R-21F Concrete Repairs (2021-Current)

- Contract Amount: \$1,500,000.00
 - Owner: Irving, Texas
- GC: CCGMG LLC Series B
 - Scope of Work:
- Concrete Repair of Sidewalks, Utility Cuts, Streets, and Alleys and other concrete Structures
 - Contact:

Christopher Choufett- Street Operations Manager-

(972)[721-2209](tel:721-2209)/cchouffet@cityofirving.org

Rusty Hoya -City Inspector- rhoya@cityofirving.org

- PM: Jay Perez- (214)382-8398

City of Irving 3C036-19AM Pedestrian Rail Install

- Contract Amount: \$30,000
 - Owner: City of Irving

GC: Construction Companies Group, LLC

- Parent company of CCGMG LLC Series B

Jr's Iron Welding as Subcontractor

- Contacts:
 - PM: Rolando Perez - (469)209-3297 rperez@ccg-llc.org
 - Jay Perez - (214)382-8398 jap@ccg-llc.org
 - Jim O'Connor - Supervisor joconnor@cityofirving.org
- City of Heath - Concrete Repair (2020-2021)
 - Contract Amount: \$300,000.00
 - Owner: Heath, Texas
 - GC: CCGMG LLC Series B
 - Scope of Work: oncrete Repair of Sidewalks, Utility Cuts, Streets, and Alleys and other concrete Structures
 - Contact:
- Christopher Choufett- Street Operations Manager- (972) 721-2209/cchouffet@cityofirving.org
- Rusty Hoya -City Inspector- rhoya@cityofirving.org
 - PM: Jay Perez- (214)382-8398
- City of Balch Springs Bridge Repair
 - Contract Amount: \$149,500.00
 - Owner: Balch Springs, Texas
 - GC: CCGMG LLC Series B
 - Scope of Work: Remove and Replace of Concrete Bridge
 - Contact:
- Mr. Brad Harris Emergency Management Coordinator
 - PM: Jay Perez- (214)382-8398
- A+ Academy Charter Schools Inc. (2020)
 - Contract Amount: \$6,500.00
- Owner: A+ Academy Charter School
 - GC: CCGMG LLC Series B
- Garcia's Excavation LLC as Minority Sub
 - Scope of Work:
- Sanitary Line Improvements
 - Contacts:
- A+ Academy School-(214)837-3480
 - PM: Rolando Perez-(469)209-3297 rperez@ccg-llc.org
- Trinity River Authority of Texas (2021)
 - Contract Amount: \$35,000.00
 - Owner: Irving, Texas
 - GC: CCGMG LLC Series B
 - Scope of Work:
 - Maintenance Parking
 - Contact:
 - Jeffrey Saunier - Supervisor (817)366-2142 saunierj@trinityra.org
 - Richard Miller-Inspector-(682)217-5891 miller@trinityra.org
 - PM: Andrew Perez-(469)988-4990andrewp@ccg-llc.org
- City of Duncanville Alley Improvements IFB NO.: 20-015 (2021)
 - Contract Amount: \$331,415.00
 - Owner: Duncanville, Texas
 - GC: CCGMG LLC Series B
 - Scope of Work:

- Concrete Repair of Sidewalks, Utility Cuts, Streets, and Alleys and other concrete Structures

- Contact:

- John MacLean - Graduate Engineer (972)780-5008
jmaclean@duncanville.com
- Alan Brown - Inspector - (972)707-3872
abrown@duncanville.com

- City Of Dallas Alley Group 12-636

PM: Andrew Perez

- Contract Amount: \$147,712.50
- Owner: Dallas, Texas
- GC: Aleksander Omega LLC
- CCGMG LLC Series B as Minority Sub
- Scope of Work:

- Concrete Sidewalk Remove and Replace
- Alley Repairs

- Contact:

- Carlos Salazar-City Inspector-(214)948-4034
carlos.salazar1@dallascityhall.com
- Albert Perez-(214)354-0840 albert@aleksomega.com
- PM: Rolando Perez-(469)209-3297 rperez@ccg-llc.org
 - Dallas Fire Station #46 (2020-Current)
 - Contract Amount: \$221,960.00
 - Owner: City of Dallas
 - GC: Harrison, Walker and Harper LP
 - CCGMG LLC Series B as Minority Sub
 - Scope of Work:
 - Complete concrete cutting, patching
 - Contact:
 - PM: Joshua Besteman - (903)785-1653
jbesteman@hwh1887.com
 - [PM: Fernando Velazquez - \(972\)552-0976](mailto:fernandov@ccg-llc.org)
 - fernandov@ccg-llc.org

Dallas Fire Station #59 (2020-2023)

- Contract Amount: \$1,038,884.00
- Owner: City of Dallas

GC: Harrison, Walker and Harper LP

CCGMG LLC Series B as Minority Sub

- Scope of Work:

Completing all site utilities and concrete

- Contact:

PM: Joshua Besteman - (903)785-1653/jbesteman@hwh1887.com

PM: Fernando Velazquez - (972)552-0976

fernandov@ccg-llc.org

- Dallas Alley Reconstruction Group 17-1204 (2020)
 - Contract Amount: \$1,413,070.00
 - Owner: City of Dallas
 - GC: Jeske Construction Company
- CCGMG LLC Series B as Minority Sub
 - Scope of Work:
- Concrete Remove and Replace of Alley Ways
 - Alley Repairs
- Contacts:
 - Steve Jeske - President- (972)620-2248
 - Matt Jeske - Inspector/Vice President
 - City of Dallas Inspector- Mike Johnson Sr. (214)853-1257
 - PM: Rolando Perez-(469)209-3297 rperez@ccg-llc.org

- City of Desoto 2017 Alley Reconstruction (2019-2020)
 - Owner: City of Desoto
- GC: Construction Companies Group LLC
 - CCGMG LLC Series B as Minority Sub
- Scope of Work: Concrete Remove and Replace
 - Alley Repairs
 - Contacts:
- Anthony Puentes - Project Inspector-(972)230-9617
 - Tony Irvin - City Engineer-(972)230-7309
- PM: Rolando Perez-(469)209-3297 rperez@ccg-llc.org
 - Contacts:
- Anthony Puentes - Project Inspector-(972)230-9617
 - Tony Irvin - City Engineer-(972)230-7309
- PM: Rolando Perez-(469)209-3297 rperez@ccg-llc.org

City of Cedar Hill (2023)

Contract Amount: \$40,000.00

○ Owner: City of Dallas

○ GC: Aleksander Omega LLC

○ CCGMG LLC Series B as a Sub

○ Scope Of Work:

Demolition- Sidewalk, Demolition- existing headwall, Install new sidewalk, Retaining wall/Wing wall, Remove existing guardrail, Flowable Fill

Contact:

○ Albert Perez- President- (214)354-0840

albert@aleksomega.com

○ PM: (972)552-0976 fernandov@ccg-llc.org

Summit High School (2023)

Contract Amount: \$100,000.00

○ Owner: Mansfield ISD

○ GC: Aleksander Omega LLC

○ CCGMG LLC Series B as a Sub

○ Scope of Work:

Remove and Replace Concrete

Contact:

○ Albert Perez-(214)354-0840 albert@aleksomega.com

○ PM: Rolando Perez-(469)209-3297 rperez@ccg-llc.org

City of Celina (2023)

Contract Amount: \$185,000.00

- o GC: Aleksander Omega LLC
- o CCGMG LLC Series B as a Sub

Scope of Work

Remove existing HMAC \$ 6" Dirt, Install 6" Flex base Subgrade,
Install 3" HMAC- TY-D

Contact:

- o Albert Perez-(214)354-0840 albert@aleksomega.com
- o PM: Rolando Perez-(469)209-3297 rperez@cgc-llc.org

Hitching Parking Lot

- o Contract Amount: \$106,672.50
- o GC: CT4 Construction LLC
- o CCGMG Series B as a Sub

Scope of Work:

Mobilize Equipment, Rough grade side and haul off construction
debris, excavate for new paving, Connect irrigation line to island,
new paving installation , Sod installation on island, demobilize

Contact:

- o Albert Perez-(214)354-0840 albert@aleksomega.com
- o Chris Trevino- (817) 808-8144 chris@aleksomega.com
- o PM: Rolando Perez-(469)209-3297 rperez@cgc-llc.org

St. Paul Lutheran Church

- o Contract Amount: \$56,050.00
- o Owner: Pastor Williams
- o CCGMG Series B as Sub

Scope of Work:

Removing existing shingles with the same 30 year shingle product
that was previously removed.

Contact:

- o PM: Rolando Perez-(469)209-3297 rperez@cgc-llc.org

CITY OF LANCASTER CITY COUNCIL

City Council Regular Meeting

6.

Meeting Date: 03/25/2024

Policy Statement: This request supports the City Council 2023-2024 Policy Agenda

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

Submitted by: Sorangel Arenas, City Secretary

Agenda Caption:

Discuss and consider appointment(s) to the Public Engagement Committee and the Planning and Zoning Commission.

Background:

On December 11, 2023, the City Council considered its annual appointments to the various Boards and Commissions of the City of Lancaster. However, there are three (3) current vacancies as a result of resignations and excessive absences. On March 11, 2024, the City Council tabled the below appointments to the next Regular Meeting on March 25, 2024.

Below is a list of boards with vacancies:

Public Engagement Committee	Term	Notes
Karen Nolen Austin	2025	1. Karen Nolen Austin
Ruby Thomas	2025	2. Ruby Thomas
Gabrielle Paulo	2025	3. Gabrielle Paulo
Vacant, District 4	2026	4.
Ryan Rodriguez	2026	5. Ryan Rodriguez
Sherry Calloway	2026	6. Sherry Calloway
Adaliese Harris	2026	7. Adaliese Harris

Planning and Zoning	Term	Notes
Spencer Hervey	2024	1. Spencer Hervey
Taryn Walker	2024	2. Taryn Walker
Sharonda Betts	2025	3. Sharonda Betts
Lawrence Prothro	2025	4. Lawrence Prothro
Sonya Roston	2025	5. Sonya Roston
Vacant, Alternate	2024	6.

Operational Considerations:

We have available applications on hand from annual appointments in December 2023 and new applications received.

Legal Considerations:

Consider appointments to fill alternate Planning and Zoning and District 4 regular member for the Public Engagement Committee.

Public Information Considerations:

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

Options/Alternatives:

City Council may choose to:

1. Make an appointment from applications on hand.
2. Direct staff to expand recruiting to obtain new applications.
3. Leave position(s) unfilled at this time.

Recommendation:

Boards and Commissions appointments are solely at Council's pleasure.

Attachments

2023-2024 Applicants

From: noreply@civicplus.com
To: [City Secretary](#)
Subject: Online Form Submittal: Board Application Form
Date: Friday, January 5, 2024 10:03:39 AM

Board Application Form

Select the Board,
Commission, or
Committee applying for
(First Choice)

Property Standards & Appeals Board

Select the Board,
Commission, or
Committee applying for
(Second Choice)

Open to any Board & Commission

Select the Board,
Commission, or
Committee applying for
(Third Choice)

Open to any Board & Commission

Personal Information

First Name Ashley

Last Name Richardson

Address

City Lancaster

State TX

Zip

Length of Residency 8

Home Phone Number

Cell Phone Number

Email Address

Driver's License
Number

DOB

Occupation Real Estate Loan Officer

Organization Membership Information

Have you ever served
as a member of any
Lancaster Boards,
Commissions, or
Committees?

No

If yes, which

Field not completed.

Please list any
particular qualifications
you feel would be
beneficial to serving on
any particular board or
commission.

As a real estate loan officer working at a local city credit union I think my experience and expertise would be helpful as a board member of the property standards and appeals board.

Please Enter Basic
Resume Information
Below

I can email this over

Disclosure of Personal
Information

I DO NOT ALLOW public access to my personal information

To be an effective member of a Board or Commission, you must be willing to attend and participate in all scheduled meetings.

Email not displaying correctly? [View it in your browser.](#)

Click [here](#) to report this email as spam.

From: noreply@civicplus.com
To: [City Secretary](#)
Subject: Online Form Submittal: Board Application Form
Date: Sunday, March 17, 2024 6:21:58 PM

Board Application Form

Select the Board,
Commission, or
Committee applying for
(First Choice)

Planning & Zoning Commission

Select the Board,
Commission, or
Committee applying for
(Second Choice)

Field not completed.

Select the Board,
Commission, or
Committee applying for
(Third Choice)

Field not completed.

Personal Information

First Name Kathy

Last Name Cheatha;m

Address

City Lancaster

State TX

Zip

Length of Residency 34

Home Phone Number

Cell Phone Number

Email Address

Driver's License
Number

DOB

Occupation Data Analyst

Organization Membership Information

Have you ever served as a member of any Lancaster Boards, Commissions, or Committees?

No

If yes, which

Field not completed.

Please list any particular qualifications you feel would be beneficial to serving on any particular board or commission.

I have lived in the City of Lancaster for a total of 37 years. I have seen this city evolve into it's current state.

I was the Executive Director of the Frazier Berean Group who worked closely with the Frazier Courts community assisting in revitalizing the Southern Dallas community, which assisted with medical care, food and housing aid for those who needed help.

I served on the Board of Directors with The Dallas Tennis Association. This association provided a source for Inner City kids to learn the game of tennis and have the ability to compete on a State and a National Level that was totally free to any kid wanting to learn this game. While serving on the Board, this program received National recognition from USTA and several of our kids received scholarships to attend camps all over the United States. Some kids were elected to speak with our Senators and Representatives in Washington, D.C. to get them more involved in the health initiative.

I was a previous owner of a Retail Store. As a result, I became more aware and understanding of the importance of proper zoning for commercial and residential development.

Please Enter Basic Resume Information Below

I received a Bachelor Degree in Business Administration from Dallas Baptist University.

I have worked in the capacity of a Manager for over 13 years with up to 75 people directly and indirectly reporting to me with several corporations.

I am currently a Data Analyst serving in this position for the last 13 years for a Fortune 500 Corporation.

In my career, I have had the pleasure of working for 4 Fortune 500 Corporations.

Disclosure of Personal Information

I DO NOT ALLOW public access to my personal information

To be an effective member of a Board or Commission, you must be willing to attend and participate in all scheduled meetings.

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City of Lancaster, Texas
Boards, Commissions and Committees
Application

Name: Daniel Holden DOB: _____ Date: 9/1/23
Address: _____ Zip: _____
Home Phone: _____ Cell Phone: _____
Email Address: _____ Length of residency: 30+
Occupation: retired

To be an effective member, you must be willing to attend and participate in all scheduled meetings.

Please list the Board/Commission/Committee you wish to serve on in order of preference.

1. Planning and Zoning Commission
2. _____
3. _____

You may attach any particular qualifications you feel would be beneficial in serving. (i.e. resume)

Have you previously served on any Lancaster board, commission, or committee? ☒ YES ☐ NO

Are you a registered voter? ☒ YES ☐ NO

Do you have any delinquent accounts (utility, property taxes, etc.) with the City? ☐ YES ☒ NO

DISCLOSURE OF PERSONAL INFORMATION

I, Daniel Holden, an applicant for, or an appointed official, for the City of Lancaster, Texas, elect to:

- ☐ ALLOW public access to my personal information
☒ NOT ALLOW public access to my personal information

Note: Under the Public Information Act, a personal e-mail address or DOB is not public information and will not be released.

Signature: Daniel Holden Date: 9/1/23

Please return your completed application to the City Secretary's Office at 211 N. Henry St., or mail to P. O. Box 940, Lancaster, TX 75146 or fax to (972) 275-0914 or email at citysecretary@lancaster-tx.com. If you have any questions, please feel free to give our office a call at 972.218.1310.

Applications are always welcome as vacancies may occur throughout the year.

Office Use Only

Received by: _____ Date: _____ Address verified: _____
Registered Voter verified: _____ Financial liability verified: _____
Interviewed by Council: _____ Appointed by Council: _____
Oath administered: _____ OMA /PIA Training completed: _____



Boards, Commissions and Committees Application



For consideration during the annual appointment process,
please submit your application soon!

Name: Becky Marish DOB: [REDACTED] Driver's License: [REDACTED]
Address: [REDACTED] Zip: [REDACTED] Length of residency: 17 yrs
Home Phone: N/A Cell Phone: [REDACTED]
Email Address: [REDACTED] Occupation: Reg Nurse

New volunteer applicant, please list the Board/Commission/Committee you wish to serve in order of preference.

1. EDC
2. C I A C
3. PZ

☐ Open to any Board or Commission

You may attach any particular qualifications you feel would be beneficial in serving. (i.e. resume)

Have you previously served on any Lancaster board, commission, or committee? ☐ YES ☒ NO

Are you a registered voter? ☒ YES ☐ NO

Do you have any delinquent accounts (utility, property taxes, etc.) with the City? ☐ YES ☒ NO

DISCLOSURE OF PERSONAL INFORMATION

Note: Under the Public Information Act, a Driver's License number is not public information and will not be released.

I, [REDACTED], an applicant for a board or commission appointment for the City of Lancaster,

Texas elect to: ☐ **ALLOW** Public access to my personal information.

☒ **NOT ALLOW** Public access to my personal information.

Signature: Becky Marish (Verbally given via phone) Date: 10/20/2021

Please indicate specific board or committee experience, if applicable

Airport Advisory Committee	Capital Improvements Advisory Committee	Historic Landmark Preservation Committee
<input type="checkbox"/> working airport or aviation knowledge	<input type="checkbox"/> real estate representative	<input type="checkbox"/> historic or preservation knowledge
<input type="checkbox"/> rent or own hanger or space	<input type="checkbox"/> development representative	<input type="checkbox"/> architecture experience and/or expertise
<input type="checkbox"/> operate a business at the LRA	<input type="checkbox"/> building industry representative	<input type="checkbox"/> planning experience and/or expertise
<input type="checkbox"/> Lancaster Regional Airport board member	<input type="checkbox"/> reside in extraterritorial jurisdiction	<input type="checkbox"/> landscape architecture expertise
	Civil Service Commission	<input type="checkbox"/> building construction experience and/or expertise
Animal Shelter Committee	<input type="checkbox"/> good moral character	<input type="checkbox"/> real estate appraisal experience and/or expertise
<input type="checkbox"/> licensed veterinarian	<input type="checkbox"/> U. S. citizen	<input type="checkbox"/> member of Lancaster Historic Society
<input type="checkbox"/> county or municipal official	<input type="checkbox"/> resident & reside 3+ years	<input type="checkbox"/> owner of historic landmark
<input type="checkbox"/> daily animal shelter duties	<input type="checkbox"/> over 25 years old	
<input type="checkbox"/> animal welfare representative	<input type="checkbox"/> no public office w/l preceding 3 years	
Organization name: _____		

Please return your completed application to the City Secretary's Office at 211 N. Henry St., or mail to P. O. Box 940, Lancaster, TX 75146 or email at citysecretary@lancaster-tx.com. If you have any questions, please feel free to give our office a call at 972.218.1310.

From: noreply@civicplus.com
To: [City Secretary](#)
Subject: Online Form Submittal: Board Application Form
Date: Saturday, October 21, 2023 1:48:35 PM

Board Application Form

Select the Board,
Commission, or
Committee applying for
(First Choice)

Economic Development Corporation

Select the Board,
Commission, or
Committee applying for
(Second Choice)

Planning & Zoning Commission

Select the Board,
Commission, or
Committee applying for
(Third Choice)

Field not completed.

Personal Information

First Name CAPRI

Last Name TRUVILLION

Address

City LANCASTER

State TX

Zip

Home Phone Number

Cell Phone Number

Email Address

Driver's License
Number

DOB

Occupation

REAL ESTATE BROKER

Organization Membership Information

Have you ever served as a member of any Lancaster Boards, Commissions, or Committees?

No

If yes, which

Field not completed.

Please list any particular qualifications you feel would be beneficial to serving on any particular board or commission.

I possess 30 years of entrepreneurial experience in the real estate, financing, and transportation industries. My experience as a real estate broker has allowed me to consult novice brokers on starting and running real estate brokerage firms. I am responsible for assisting thousands of people in becoming homeowners. Becoming a Real Estate Professor has allowed me to offer continuing education to licensed realtors. My business acumen has assisted me and others in becoming successful entrepreneurs. My education and real-world experience will be an asset to the City of Lancaster's EDC.

In conclusion, my qualifications and experience suggest that I can offer significant insights and guidance in economic development within the city, particularly in areas related to real estate and business development. My expertise can help the EDC make informed decisions and formulate strategies that drive growth and prosperity for the local community.

In my role with the EDC, I will consider focusing on initiatives such as promoting real estate development, encouraging entrepreneurship, attracting businesses to the area, and fostering economic growth. My combination of practical experience and educational background would indeed be an asset to the City of Lancaster's economic development efforts.

Please Enter Basic Resume Information Below

EDUCATION
Amber University
Master of Business Administration, Management
Michigan State University
Bachelor of Arts, Business Administration

Champions School of Real Estate
Arizona School of Real Estate and Business

CERTIFICATIONS/LICENSES
• Real Estate Broker License, Arizona & Texas
• TREC Certified Instructor
• TREC Elective CE Provider
• Professor of Real Estate
• Certified Financial Education Instructor, CFEI

- Military Relocation Professional Designation
- Short Sale/Foreclosure Resource Designation
- Accredited Buyer Representative Designation
- Seller Representative Specialist Designation
- Texas Education Agency: Special Education and CTE-Business Education
- Escrow License
- Life Insurance, Texas
- Series 6 & 63 License, Investment Representative

PROFESSIONAL EXPERIENCE

Designated Real Estate Broker | The Truvillion Group
Dallas, TX 1996 – Present

- Develop a residential real estate business strategy, establishing a solid referral base. Successfully achieved \$5 million/year sales volume through residential and commercial sales.
- Build key relationships with homebuyers and sellers; prepare properties for sale, determine optimal marketing strategies, and conduct needs analysis.
- Develop and implement Real Estate Sales Training programs, including Effective Listing Management, Effective Buyer Representation, Marketing Strategies, Prospecting, Targeting FSBO/Expired Listings, and Impressive Proposals.
- Promote the brand through community initiatives such as Homes for Heroes Program
- Successfully developed name recognition within the marketplace and a reputation for delivering quality service.
- Represent City of Dallas Certified Builder with Land Bank Construction Projects
- Developed a residential real estate business strategy, establishing a solid referral base. Successfully achieved \$50 million/year sales volume through residential sales.
- Build key relationships with homebuyers and sellers; prepare properties for sale, determine optimal marketing strategies, and conduct needs analysis.
- Responsible for the sponsorship of 100 Relators in the DFW Metropolitan area. Develop and implement Real Estate Sales Training programs, including Effective Listing Management, Effective Buyer Representation, Marketing Strategies, Prospecting, Targeting FSBO/Expired Listings, and Impressive Proposals.
- Promote the brand through community initiatives such as home-buying seminars, back-to-school drives, Easter egg hunts, and Feed the Homeless programs.
- Manage ownership, business relationships, and human resources. Responsible for the recruitment of realtors and staff positions.
- Successfully developed name recognition within the marketplace and a reputation for delivering quality service.

- Implemented internal quality control measurements.

Professor | Truvillion Real Estate Academy
Dallas, TX 2019 – Present

- Created rigorous exam prep, professional development, financial literacy, and continuing education course curriculums
- Researched the state regulator's rules, regulations, and processes
- Obtained a TREC provider license to offer Elective Continuing Education Classroom Delivery courses
- Developed a website to provide online courses
- Created a National and State portion of Sales Agent and Broker exam prep for online and classroom delivery courses
- Obtained a TREC Instructor license
- Achieved a 90% passing rate for exam prep students
- Responsible for selecting and compiling tests and assignments that permit measurement of performance relative to standardized learning objectives
- Develop and manage syllabus material
- Facilitate classroom instruction by learning objectives and session plan outlines
- Administer evaluations of student performance based on course deliverables and course rubrics
- Adhere to protocol guidelines
- Submit grades for assignments, exams, and course completion.
- Successfully developed Real Estate Brokerage and Law of Contracts hybrid course curriculum
- Taught Law of Contracts and Principles 1 hybrid courses
- Promote the CVC Real Estate Department through social media
- Represented the Residential Sales Division at the Real Estate Career Day by speaking on the panel

Branch Owner/Sr. Escrow Officer | People's Title
Dallas, TX 2021– Present

- Assist in conducting title searches and examinations to identify potential title issues.
- Prepare preliminary title reports and assist in resolving title defects.
- Support the escrow officers in managing escrow accounts and coordinating property closings.
- Collaborate with internal teams to ensure timely and accurate processing of title orders.
- Assist customers and clients with inquiries and document requests.
- Maintain organized and accurate records of all title-related documents.
- Conduct comprehensive title searches to ensure property ownership and identify encumbrances or liens.

- Prepare and issue title commitments, title insurance policies, and property reports.
- Collaborate with real estate agents, lenders, buyers, and sellers to facilitate seamless transactions.
- Maintain accurate and up-to-date escrow accounts, handling funds and disbursements by legal requirements.
- Prepare closing documents, including the HUD-1 Settlement Statement, and facilitate property closings.
- Oversee the transfer of funds and documents between parties, ensuring compliance with state and federal regulations.
- Resolve any title defects, discrepancies, or legal issues that may arise during the closing process.
- Provide exceptional customer service, addressing inquiries and concerns promptly and professionally.
- Stay updated on changes in real estate laws, regulations, and industry best practice

Disclosure of Personal Information

I DO NOT ALLOW public access to my personal information

To be an effective member of a Board or Commission, you must be willing to attend and participate in all scheduled meetings.

Email not displaying correctly? [View it in your browser.](#)

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Boards, Commissions and Committees Application



For consideration during the annual appointment process, please submit today!

Name: CARLOS GRAY DOB: [REDACTED] Driver's License: [REDACTED]

Address: [REDACTED] Zip: 75146 Length of residency: 30 yrs

Home Phone: [REDACTED] Cell Phone: [REDACTED]

Email Address: [REDACTED] Occupation: RETIRED

New volunteer applicant, please list the Board/Commission/Committee you wish to serve in order of preference.

1. PARKS & RECREATION ADVISORY BOARD
2. LANCASTER RECREATIONAL DEVELOPMENT CORPORATION
3. YOUTH ADVISORY COMMITTEE

☐ Open to any Board or Commission

You may attach any particular qualifications you feel would be beneficial in serving. (i.e. resume)

Have you previously served on any Lancaster board, commission, or committee? ☐ YES ☒ NO

Are you a registered voter? ☒ YES ☐ NO

Do you have any delinquent accounts (utility, property taxes, etc.) with the City? ☐ YES ☒ NO

DISCLOSURE OF PERSONAL INFORMATION

Note: Under the Public Information Act, a Driver's License number is not public information and will not be released.

I, CARLOS GRAY, an applicant for a board or commission appointment for the City of Lancaster, Texas elect to: ☒ ALLOW Public access to my personal information.

☐ NOT ALLOW Public access to my personal information.

Signature: [Signature] Date: 01-14-2022

Please indicate specific board or committee experience, if applicable

Airport Advisory Committee	Capital Improvements Advisory Committee	Historic Landmark Preservation Committee
<input type="checkbox"/> working airport or aviation knowledge	<input type="checkbox"/> real estate representative	<input type="checkbox"/> historic or preservation knowledge
<input type="checkbox"/> rent or own hanger or space	<input type="checkbox"/> development representative	<input type="checkbox"/> architecture experience and/or expertise
<input type="checkbox"/> operate a business at the LRA	<input type="checkbox"/> building industry representative	<input type="checkbox"/> planning experience and/or expertise
<input type="checkbox"/> Lancaster Regional Airport board member		<input type="checkbox"/> landscape architecture expertise
	Civil Service Commission	<input type="checkbox"/> building construction experience and/or expertise
Animal Shelter Committee	<input type="checkbox"/> good moral character	<input type="checkbox"/> real estate appraisal experience and/or expertise
<input type="checkbox"/> licensed veterinarian	<input type="checkbox"/> U. S. citizen	<input type="checkbox"/> member of Lancaster Historic Society
<input type="checkbox"/> county or municipal official	<input type="checkbox"/> resident & reside 3+ years	<input type="checkbox"/> owner of historic landmark
<input type="checkbox"/> daily animal shelter duties	<input type="checkbox"/> over 25 years old	<input type="checkbox"/> reside in extraterritorial jurisdiction
<input type="checkbox"/> animal welfare representative	<input type="checkbox"/> no public office w/l preceding 3 years	<input type="checkbox"/> reside within an historic district
Organization name: _____		

Please return your completed application to the City Secretary's Office at 211 N. Henry St., or mail to P. O. Box 940, Lancaster, TX 75146 or email at citysecretary@lancaster-tx.com. If you have any questions, please feel free to give our office a call at 972.218.1310.

From: noreply@civicplus.com
To: [City Secretary](#)
Subject: Online Form Submittal: Board Application Form
Date: Sunday, January 14, 2024 9:15:26 PM

Board Application Form

Select the Board,
Commission, or
Committee applying for
(First Choice)

Parks & Recreation Advisory Board

Select the Board,
Commission, or
Committee applying for
(Second Choice)

Recreational Development Corporation

Select the Board,
Commission, or
Committee applying for
(Third Choice)

Youth Advisory Committee

Personal Information

First Name

Ceniya

Last Name

Freeman

Address

[REDACTED]

City

Lancaster

State

Texas

Zip

[REDACTED]

Length of Residency

16 years

Home Phone Number

[REDACTED]

Cell Phone Number

[REDACTED]

Email Address

[REDACTED]

Driver's License
Number

[REDACTED]

DOB

[REDACTED]

Occupation

Delivery driver-Dominos

Organization Membership Information

Have you ever served
as a member of any
Lancaster Boards,
Commissions, or
Committees?

No

If yes, which

Field not completed.

Please list any
particular qualifications
you feel would be
beneficial to serving on
any particular board or
commission.

Although I lack experience or have any qualifications to serving on a board or committee, my goal is to be able to be a great role model for our youth because they are our future and I want to be a leader that shows them it is more to life than they can imagine. My reason for wanting to join is that I want to start a Lancaster choir where youth in the area can meet once a week and learn how to work as a unit and use there voices in song. Overall my end goal is to create my own recreational center within DFW for youth and adults to be in a safe space and perform leisure activities for greater outcomes.

Please Enter Basic
Resume Information
Below

Ceniya Freeman
8/8/2003
High school diploma- Universal Academy
Some college- Langston University
Work:
Little Ceasars
Diamonds Beauty Supply
Amazon Sortation Center
House of Blues
Domino's Delivery

Disclosure of Personal
Information

I DO NOT ALLOW public access to my personal information

To be an effective member of a Board or Commission, you must be willing to attend and participate in all scheduled meetings.

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Boards, Commissions and Committees Application



For consideration during the annual appointment process, you may complete the Online application at: <http://www.lancaster-tx.com/98/Boards-Commissions>

Name: Daniel McLanahan DOB: [REDACTED] Driver's License: [REDACTED]
Address: [REDACTED] Zip: [REDACTED] Length of residency: 14 yrs
Home Phone: [REDACTED] Cell Phone: [REDACTED]
Email Address: [REDACTED] Occupation: Student

New volunteer applicant, please list the Board/Commission/Committee you wish to serve in order of preference

- Library Advisory Board
- Parks and Recreation Adv. Board
- Civil Services Committee

☐ Open to any Board or Commission

You may attach any particular qualifications you feel would be beneficial in serving. (i.e. resume)

Have you previously served on any Lancaster board, commission, or committee? ☐ YES ☒ NO

Are you a registered voter? ☐ YES ☐ NO

Do you have any delinquent accounts (utility, property taxes, etc.) with the City? ☐ YES ☒ NO

DISCLOSURE OF PERSONAL INFORMATION

Note: Under the Public Information Act, a Driver's License number is not public information and will not be released.

I, Daniel McLanahan, an applicant for a board or commission appointment for the City of Lancaster, Texas elect to: ☒ **ALLOW** Public access to my personal information.

☐ **NOT ALLOW** Public access to my personal information.

Signature: Daniel C McLanahan Date: 4-8-2023

Please indicate specific board or committee experience, if applicable

Airport Advisory Committee	Capital Improvements Advisory Committee	Historic Landmark Preservation Committee
<input type="checkbox"/> working airport or aviation knowledge	<input type="checkbox"/> real estate representative	<input type="checkbox"/> historic or preservation knowledge
<input type="checkbox"/> rent or own hanger or space	<input type="checkbox"/> development representative	<input type="checkbox"/> architecture experience and/or expertise
<input type="checkbox"/> operate a business at the LRA	<input type="checkbox"/> building industry representative	<input type="checkbox"/> planning experience and/or expertise
<input type="checkbox"/> Lancaster Regional Airport board member	<input type="checkbox"/> reside in extraterritorial jurisdiction	<input type="checkbox"/> landscape architecture expertise
	Civil Service Commission	<input type="checkbox"/> building construction experience and/or expertise
Animal Shelter Committee	<input type="checkbox"/> good moral character	<input type="checkbox"/> real estate appraisal experience and/or expertise
<input type="checkbox"/> licensed veterinarian	<input type="checkbox"/> U. S. citizen	<input type="checkbox"/> member of Lancaster Historic Society
<input type="checkbox"/> county or municipal official	<input type="checkbox"/> resident & reside 3+ years	<input type="checkbox"/> owner of historic landmark
<input type="checkbox"/> daily animal shelter duties	<input type="checkbox"/> over 25 years old	
<input type="checkbox"/> animal welfare representative Organization name: _____	<input type="checkbox"/> no public office w/l preceding 3 years	

Please return your completed application to the City Secretary's Office at 211 N. Henry St., or mail to P. O. Box 940 Lancaster, TX 75146 or email at citysecretary@lancaster-tx.com. If you have any questions, please feel free to give our office a call at 972.218.1310.

From: noreply@civicplus.com
To: [City Secretary](#)
Subject: Online Form Submittal: Board Application Form
Date: Sunday, January 7, 2024 7:42:36 PM

Board Application Form

Select the Board,
Commission, or
Committee applying for
(First Choice)

Capital Improvement Advisory Committee

Select the Board,
Commission, or
Committee applying for
(Second Choice)

Economic Development Corporation

Select the Board,
Commission, or
Committee applying for
(Third Choice)

Property Standards & Appeals Board

Personal Information

First Name Elizabeth

Last Name Gipson

Address

City Lancaster

State Texas

Zip

Length of Residency 2 years

Home Phone Number

Cell Phone Number

Email Address

Driver's License
Number

DOB

Occupation Medical billing and coding collections

Organization Membership Information

Have you ever served
as a member of any
Lancaster Boards,
Commissions, or
Committees?

No

If yes, which

Field not completed.

Please list any
particular qualifications
you feel would be
beneficial to serving on
any particular board or
commission.

I'm very interested in getting the city of Lancaster back up and thriving.

Please Enter Basic
Resume Information
Below

Field not completed.

Disclosure of Personal
Information

I ALLOW public access to my personal information

To be an effective member of a Board or Commission, you must be willing to attend and participate in all scheduled meetings.

Email not displaying correctly? [View it in your browser.](#)

Click [here](#) to report this email as spam.

From: noreply@civicplus.com
To: [City Secretary](#)
Subject: Online Form Submittal: Board Application Form
Date: Thursday, January 18, 2024 9:24:35 PM

Board Application Form

Select the Board,
Commission, or
Committee applying for
(First Choice)

Animal Shelter Advisory Committee

Select the Board,
Commission, or
Committee applying for
(Second Choice)

Property Standards & Appeals Board

Select the Board,
Commission, or
Committee applying for
(Third Choice)

Recreational Development Corporation

Personal Information

First Name Franchesca

Last Name Banks

Address

City Lancaster

State TX

Zip

Length of Residency 7 years

Home Phone Number

Cell Phone Number

Email Address *Field not completed.*

Driver's License
Number

DOB

Occupation Human Resources Payroll

Organization Membership Information

Have you ever served as a member of any Lancaster Boards, Commissions, or Committees?

No

If yes, which

Field not completed.

Please list any particular qualifications you feel would be beneficial to serving on any particular board or commission.

Field not completed.

Please Enter Basic Resume Information Below

Field not completed.

Disclosure of Personal Information

I ALLOW public access to my personal information

To be an effective member of a Board or Commission, you must be willing to attend and participate in all scheduled meetings.

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From: noreply@civicplus.com
To: [City Secretary](#)
Subject: Online Form Submittal: Board Application Form
Date: Sunday, April 23, 2023 9:00:53 PM

Board Application Form

Select the Board,
Commission, or
Committee applying for
(First Choice)

Economic Development Corporation

Select the Board,
Commission, or
Committee applying for
(Second Choice)

Field not completed.

Select the Board,
Commission, or
Committee applying for
(Third Choice)

Field not completed.

Personal Information

First Name jeremy

Last Name crow

Address

City lancaster

State tx

Zip

Length of Residency 7 months

Home Phone Number

Cell Phone Number

Email Address

Driver's License
Number

DOB

Occupation Retail/Distrubution/USMCR

Organization Membership Information

Have you ever served
as a member of any
Lancaster Boards,
Commissions, or
Committees?

No

If yes, which

Field not completed.

Please list any
particular qualifications
you feel would be
beneficial to serving on
any particular board or
commission.

I am an experienced project manager in multiple roles who would like to improve the city's historic district.

Please Enter Basic
Resume Information
Below

Graduate of Texas A&M commerce with a degree in business
adminstration
Albertsons LLC 2002-2020- Multiple roles cumlminating in Store
Director.
USMCR 2008-present- Staff NCOIC of MAG-41 HQ intelligence
section
President of ABC-TX Distributing 2017-present

Disclosure of Personal
Information

I ALLOW public access to my personal information

To be an effective member of a Board or Commission, you must be willing to
attend and participate in all scheduled meetings.

Email not displaying correctly? [View it in your browser.](#)

Click [here](#) to report this email as spam.

From: noreply@civicplus.com
To: [City Secretary](#)
Subject: Online Form Submittal: Board Application Form
Date: Friday, February 17, 2023 9:49:25 AM

Board Application Form

Select the Board,
Commission, or
Committee applying for
(First Choice)

Civil Service Commission

Select the Board,
Commission, or
Committee applying for
(Second Choice)

Property Standards & Appeals Board

Select the Board,
Commission, or
Committee applying for
(Third Choice)

Parks & Recreation Advisory Board

Personal Information

First Name

Juana

Last Name

Velazquez

Address

[REDACTED]

City

Lancaster

State

Texas

Zip

[REDACTED]

Length of Residency

3

Home Phone Number

[REDACTED]

Cell Phone Number

[REDACTED]

Email Address

[REDACTED]

Driver's License
Number

[REDACTED]

DOB

[REDACTED]

Occupation

Property claims adjuster

Organization Membership Information

Have you ever served
as a member of any
Lancaster Boards,
Commissions, or
Committees?

No

If yes, which

Field not completed.

Please list any
particular qualifications
you feel would be
beneficial to serving on
any particular board or
commission.

Field not completed.

Please Enter Basic
Resume Information
Below



Authorized to work in the US for any employer

Work Experience

Property Claim Adjuster
Loan Processor
Escalation Specialist

Accomplishments:

- Managed department's pipeline.
- Provided audit support to ensure compliance.
- Recognized by management for productivity and accuracy.
- Coached and trained team members on new information, processes and specialized systems.
- Provided ideas and suggestions to improve current processes.
- Team lead.
- Received awards and recognitions for hard work and dedication.
- Quality scores 97+

Education

High School Diploma

Some College
Mountain view College
2007 to 2009

From: noreply@civicplus.com
To: [City Secretary](#)
Subject: Online Form Submittal: Board Application Form
Date: Thursday, January 18, 2024 7:06:04 PM

Board Application Form

Select the Board,
Commission, or
Committee applying for
(First Choice)

Youth Advisory Committee

Select the Board,
Commission, or
Committee applying for
(Second Choice)

Youth Advisory Committee

Select the Board,
Commission, or
Committee applying for
(Third Choice)

Youth Advisory Committee

Personal Information

First Name Leanette

Last Name Lathan

Address

City Lancaster

State TX

Zip

Length of Residency 16 years

Home Phone Number

Cell Phone Number

Email Address

Driver's License
Number

DOB

Occupation

Accountant

Organization Membership Information

Have you ever served as a member of any Lancaster Boards, Commissions, or Committees?

No

If yes, which

Field not completed.

Please list any particular qualifications you feel would be beneficial to serving on any particular board or commission.

Non-profit organization created in 2021 that focuses on the youth.

Please Enter Basic Resume Information Below

North Central Ford, Richardson, TX. 75080 | Dec/2015-Present
Accounts Payable Clerk

Duties and responsibilities as an Accounts Payable Clerk consists of compiling and maintaining verified accounts payable records. Reconcile statements and issues payments to vendors.
Prepares analysis of accounts setting accruals, as required.
Posts all open items into accounts payable schedule on a daily basis.

Prints all accounts payable reports and maintains all accounts payable files.

Reconcile Parts statement. Assists in monthly close. Collects W-9s from all vendors. Answers all vendor inquiries.

Prepares accounts payable checks. Checks all vouchers and obtains appropriate approval.

North Central Ford, Richardson, TX. 75080 | Mar/2014-Present
Billing Associate

Duties and responsibilities as a Billing Associate consists of producing high quality work under deadline pressure; have excellent follow-up and prioritization abilities, accommodate month end deadlines and be a team player.

Monitored new, fleet, courtesy deliveries, and used vehicle invoices/ inventory.

Posted new, fleet, courtesy deliveries, and used vehicles into accounting system.

Input new and used vehicle units into the database system.

Prepared invoices for scanning.

Provided assistance on accounting inventory inquiries.

Disclosure of Personal Information

I DO NOT ALLOW public access to my personal information

To be an effective member of a Board or Commission, you must be willing to attend and participate in all scheduled meetings.

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Form Center

Submit

My Forms

Board Application Form

Save Progress

Select the Board, Commission, or Committee applying for (First Choice)*

Animal Shelter Advisory Committee

Select the Board, Commission, or Committee applying for (Second Choice)

-- Select One --

Select the Board, Commission, or Committee applying for (Third Choice)

-- Select One --

Personal Information

First Name*

Meredith

Last Name*

Delaisse

Address*

██████████

City*

LANCASTER

State*

TX

Zip*

██████████

Length of Residency*

22 years

Home Phone Number*

██████████

Cell Phone Number*

██████████

Email Address

██████████

Driver's License Number*

██████████

DOB*

██████████

Occupation*

Lead, Systems Administrator

Organization Membership Information

Have you ever served as a member of any Lancaster Boards, Commissions, or Committees?*

Yes

☒ No

If yes, which

Please list any particular qualifications you feel would be beneficial to serving on any particular board or commission.

I am passionate about animal welfare. I have volunteered at the shelter, walking dogs on Saturdays, washing shelter laundry at my home and even arranging to have the washer repaired. I am a current member of Furbabies of Lancaster. I have adopted 2 dogs from the Lancaster Shelter and have fostered puppies over holidays weekends when shelter staff was not available to care for them. I have been around and worked with animals my entire life.

Please Enter Basic Resume Information Below

I have lived in Lancaster for 22 years. I have been involved in community events primarily with the Lancaster Historic Society providing food and manpower for their Oktoberfest and Dinner in the Rose Garden events. I was instrumental in getting the Furbabies donation boxes painted and placed around town. I am a current member of the Furbabies of Lancaster animal rescue organization. In my personal life, I have worked as a system administrator for IBM/Kyndryl for 36 years.

Disclosure of Personal Information

☐ I ALLOW public access to my personal information

☒ I DO NOT ALLOW public access to my personal information

Note: Under the Public Information Act, a personal e-mail address is not public information and would not be released.

To be an effective member of a Board or Commission, you must be willing to attend and participate in all scheduled meetings.

☒ Receive an email copy of this form.

Email address

[REDACTED]

This field is not part of the form submission.

Submit

Submit and Print

 Government Websites by CivicPlus®

From: noreply@civicplus.com
To: [City Secretary](#)
Subject: Online Form Submittal: Board Application Form
Date: Saturday, February 11, 2023 12:20:58 PM

Board Application Form

Select the Board,
Commission, or
Committee applying for
(First Choice)

Animal Shelter Advisory Committee

Select the Board,
Commission, or
Committee applying for
(Second Choice)

Animal Shelter Advisory Committee

Select the Board,
Commission, or
Committee applying for
(Third Choice)

Animal Shelter Advisory Committee

Personal Information

First Name Miracle

Last Name Bennett

Address

City Lancaster

State Texas

Zip

Length of Residency 33 years

Home Phone Number

Cell Phone Number

Email Address

Driver's License
Number

DOB

Occupation

Realtor

Organization Membership Information

Have you ever served as a member of any Lancaster Boards, Commissions, or Committees?

No

If yes, which

Field not completed.

Please list any particular qualifications you feel would be beneficial to serving on any particular board or commission.

Worked in animal rescue, Fostered animals and worked with advocacy groups all my life.

Managed a PetLand store.

Currently president of a state registered rescue.

I run a reptile education and free relocation service.

I work in close contact with a number of shelters/vets all over south Dallas county including wildlife rehabbers.

Every month I assist countless residents and businesses of many local south Dallas county cities with animal concerns, from removing possums from a clothes dryer to scanning found pets for chips and reuniting or fostering/rehoming them to spending an hour in a crawl space removing and humanely relocating three rattlesnakes from a home in Cedar Hill.

I honestly believe there are very few people in our area as qualified or dedicated to animal welfare in Lancaster. I am out at all hours of the day, in all kinds of weather, putting myself in harms way and at my own expense, assisting residents and saving animals.

Please Enter Basic Resume Information Below

Petland - reptile manager, sales
United Bank of Lancaster (now Regions) - customer service
Arcadia Financial - data entry, risk assessment
RE/MAX Preferred Associates - Realtor, currently in my 19th year

Disclosure of Personal Information

I DO NOT ALLOW public access to my personal information

To be an effective member of a Board or Commission, you must be willing to attend and participate in all scheduled meetings.

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From: noreply@civicplus.com
To: [City Secretary](#)
Subject: Online Form Submittal: Board Application Form
Date: Monday, September 25, 2023 8:09:35 PM

Board Application Form

Select the Board,
Commission, or
Committee applying for
(First Choice)

Property Standards & Appeals Board

Select the Board,
Commission, or
Committee applying for
(Second Choice)

Planning & Zoning Commission

Select the Board,
Commission, or
Committee applying for
(Third Choice)

Open to any Board & Commission

Personal Information

First Name

Paula

Last Name

Young

Address

[REDACTED]

City

Lancaster

State

TX

Zip

[REDACTED]

Length of Residency

6 yrs

Home Phone Number

[REDACTED]

Cell Phone Number

[REDACTED]

Email Address

[REDACTED]

Driver's License
Number

[REDACTED]

DOB

[REDACTED]

Occupation

HR Specialist

Organization Membership Information

Have you ever served
as a member of any
Lancaster Boards,
Commissions, or
Committees?

No

If yes, which

Field not completed.

Please list any
particular qualifications
you feel would be
beneficial to serving on
any particular board or
commission.

I'm a current residence of Lancaster and I do believe I can be an asset to the improvement of the city to make it a better place for people to want to live. I would like to see Lancaster be more than a city full of warehouses but a place for more family oriented restaurants.

Please Enter Basic
Resume Information
Below

I'm currently a HR Specialist with the Dept of Veterans Affairs and have over 20+ years of HR experience. I provide assistance in all areas of HR activities which includes processing personnel actions, reviewing applications for closed vacancies and answering HR questions (i.e. benefits, pay setting, etc.)

Disclosure of Personal
Information

I ALLOW public access to my personal information

To be an effective member of a Board or Commission, you must be willing to attend and participate in all scheduled meetings.

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Boards, Commissions and Committees Application



For consideration during the annual appointment process, you may complete the Online application at: <http://www.lancaster-tx.com/98/Boards-Commissions>

Name: Richard A. Wooten DOB: [REDACTED] Driver's License: [REDACTED]
Address: [REDACTED] Zip: [REDACTED] Length of residency: 4 Mths
Home Phone: [REDACTED] Cell Phone: [REDACTED]
Email Address: [REDACTED] Occupation: RETIRED

New volunteer applicant, please list the Board/Commission/Committee you wish to serve in order of preference.

- ECONOMIC DEV. CORP (YA)
- PARKS & RECREATION ADVISORY
- PLANNING AND ZONING COMMISSION

☐ Open to any Board or Commission

You may attach any particular qualifications you feel would be beneficial in serving. (i.e. resume)

Have you previously served on any Lancaster board, commission, or committee? ☐ YES ☒ NO

Are you a registered voter? ☐ YES ☐ NO

Do you have any delinquent accounts (utility, property taxes, etc.) with the City? ☐ YES ☒ NO

DISCLOSURE OF PERSONAL INFORMATION

Note: Under the Public Information Act, a Driver's License number is not public information and will not be released.

I, Richard A. Wooten, an applicant for a board or commission appointment for the City of Lancaster, Texas elect to: ☒ **ALLOW** Public access to my personal information.

☐ **NOT ALLOW** Public access to my personal information.

Signature: [Signature] Date: Nov 10, 2023

Please indicate specific board or committee experience, if applicable

Airport Advisory Committee	Capital Improvements Advisory Committee	Historic Landmark Preservation Committee
<input type="checkbox"/> working airport or aviation knowledge	<input type="checkbox"/> real estate representative	<input type="checkbox"/> historic or preservation knowledge
<input type="checkbox"/> rent or own hanger or space	<input type="checkbox"/> development representative	<input type="checkbox"/> architecture experience and/or expertise
<input type="checkbox"/> operate a business at the LRA	<input type="checkbox"/> building industry representative	<input type="checkbox"/> planning experience and/or expertise
<input type="checkbox"/> Lancaster Regional Airport board member	<input type="checkbox"/> reside in extraterritorial jurisdiction	<input type="checkbox"/> landscape architecture expertise
	Civil Service Commission	<input type="checkbox"/> building construction experience and/or expertise
Animal Shelter Committee	<input type="checkbox"/> good moral character	<input type="checkbox"/> real estate appraisal experience and/or expertise
<input type="checkbox"/> licensed veterinarian	<input type="checkbox"/> U. S. citizen	<input type="checkbox"/> member of Lancaster Historic Society
<input type="checkbox"/> county or municipal official	<input type="checkbox"/> resident & reside 3+ years	<input type="checkbox"/> owner of historic landmark
<input type="checkbox"/> daily animal shelter duties	<input type="checkbox"/> over 25 years old	
<input type="checkbox"/> animal welfare representative Organization name: _____	<input type="checkbox"/> no public office w/ preceding 3 years	

Please return your completed application to the City Secretary's Office at 211 N. Henry St., or mail to P. O. Box 940, Lancaster, TX 75146 or email at citysecretary@lancaster-tx.com. If you have any questions, please feel free to give our office a call at 972.218.1310.

From: noreply@civicplus.com
To: [City Secretary](#)
Subject: Online Form Submittal: Board Application Form
Date: Thursday, November 23, 2023 9:39:07 AM

Board Application Form

Select the Board,
Commission, or
Committee applying for
(First Choice)

Economic Development Corporation

Select the Board,
Commission, or
Committee applying for
(Second Choice)

Open to any Board & Commission

Select the Board,
Commission, or
Committee applying for
(Third Choice)

Open to any Board & Commission

Personal Information

First Name Sheila

Last Name Thomas

Address

City Lancaster

State Texas

Zip

Length of Residency 24

Home Phone Number

Cell Phone Number

Email Address

Driver's License
Number

DOB

Occupation Application Analyst

Organization Membership Information

Have you ever served as a member of any Lancaster Boards, Commissions, or Committees?

No

If yes, which

Field not completed.

Please list any particular qualifications you feel would be beneficial to serving on any particular board or commission.

Field not completed.

Please Enter Basic Resume Information Below

Field not completed.

Disclosure of Personal Information

I ALLOW public access to my personal information

To be an effective member of a Board or Commission, you must be willing to attend and participate in all scheduled meetings.

Email not displaying correctly? [View it in your browser.](#)

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From: noreply@civicplus.com
To: [City Secretary](#)
Subject: Online Form Submittal: Board Application Form
Date: Friday, July 7, 2023 5:24:32 AM

Board Application Form

Select the Board,
Commission, or
Committee applying for
(First Choice)

Economic Development Corporation

Select the Board,
Commission, or
Committee applying for
(Second Choice)

Capital Improvement Advisory Committee

Select the Board,
Commission, or
Committee applying for
(Third Choice)

Civil Service Commission

Personal Information

First Name Victoria

Last Name Fendell

Address

City Lancaster

State TX

Zip

Length of Residency 5 years

Home Phone Number

Cell Phone Number

Email Address

Driver's License
Number

DOB

Occupation

CEO

Organization Membership Information

Have you ever served as a member of any Lancaster Boards, Commissions, or Committees?

No

If yes, which

Field not completed.

Please list any particular qualifications you feel would be beneficial to serving on any particular board or commission.

I am a seasoned leader with a strong background in business strategy, corporate governance, and boardroom expertise. With a distinguished career spanning diverse industries, I bring a wealth of experience and a results-oriented approach to driving organizational success.

Throughout my career, I have demonstrated a keen ability to navigate complex business landscapes and deliver exceptional outcomes. My strategic acumen and deep understanding of market dynamics have enabled me to consistently identify growth opportunities and drive sustainable profitability.

As a catalyst for change, I have successfully led organizations through transformative periods, leveraging my visionary thinking and decisive leadership style. My track record of delivering tangible results and maximizing shareholder value makes me a highly sought-after advisor and partner in boardrooms.

In addition to my corporate expertise, I am known for my collaborative approach and exceptional communication skills. I have a proven ability to build strong relationships and foster an inclusive environment that encourages diverse perspectives and drives innovation.

Beyond my professional achievements, I am deeply committed to social responsibility. I actively engages in philanthropic endeavors, leveraging my business acumen to make a positive impact on communities and advocate for diversity and inclusion.

With my exemplary leadership, strategic vision, and commitment to excellence, I am an ideal candidate for a board seat. My ability to navigate complex challenges, foster collaboration, and drive organizational growth will undoubtedly contribute to the success of any board I join.

Please Enter Basic Resume Information Below

Field not completed.

Disclosure of Personal

I ALLOW public access to my personal information

Information

To be an effective member of a Board or Commission, you must be willing to attend and participate in all scheduled meetings.

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CITY OF LANCASTER CITY COUNCIL

City Council Regular Meeting

7.

Meeting Date: 03/25/2024

Policy Statement: This request supports the City Council 2023-2024 Policy Agenda

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

Submitted by: Opal Mauldin-Jones, City Manager

Agenda Caption:

In accordance with Chapter 551 Section 551.071 of the Texas Government Code (the Texas Open Meetings Act), 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:

- 1) Real Property located at 1508 Dewberry Boulevard (Bel-Air Place Apartments).
- 2) Real Property located at 632 Reindeer Road.
- 3) Real Property located at 3410 Sherwood Drive.
- 4) Future Infrastructure (Houston School Road water main damage).
- 5) DeltaVictor LLC v. City of Lancaster.
- 6) Pleasant Run Road Improvements (Dallas County MCIP 31403).
- 7) Sales Tax Audit.
- 8) Potential dis-annexation of real estate.

LANCASTER CITY COUNCIL

City Council Regular Meeting

8.

Meeting Date: 03/25/2024

Policy Statement: This request supports the City Council 2023-2024 Policy Agenda

Goal(s):

- Financially Sound Government
- Healthy, Safe & Engaged Community
- Sound Infrastructure
- Quality Development
- Professional and Committed City Workforce

Submitted by: Opal Mauldin-Jones, City Manager

Agenda Caption:

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

Background:

This agenda item allows City Council to take action necessary, if any, on item(s) discussed in Executive Session.