



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



Monday, December 14, 2015 - 7:00 PM

CALL TO ORDER

INVOCATION: Ministerial Alliance

PLEDGE OF ALLEGIANCE: Deputy Mayor Pro Tem Stanley Jaglowski

CITIZENS' COMMENTS:

At this time citizens who have pre-registered before the call to order will be allowed to speak on any matter other than personnel matters or matters under litigation, 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.

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.

- C1. Consider approval of minutes from the City Council Regular Meeting held on October 26, 2015 and November 9, 2015.
- C2. Consider a resolution of the City Council accepting one (1) tract of land from Jose A. Ortiz, generally located on the north side of Enchanted Lane and being more particularly described in the Donation Special Warranty Deed, attached hereto and incorporated herein by reference as Exhibit "A"; directing the City Secretary to file for recording in the Real Property Records of Dallas County, Texas, said Deeds; and providing an effective date.
- C3. Consider a resolution of the City Council accepting two (2) tracts of land from Will C. Miller, III and W. L. Alexander, Jr. (posthumous), generally located on the south side of Riverway Lane and being more particularly described in the Donation Special Warranty Deed, attached hereto and incorporated herein by reference as Exhibit "A"; directing the City Secretary to file for recording in the Real Property Records of Dallas County, Texas, said Deeds; and providing an effective date.
- C4. Consider a resolution approving the terms and conditions of a lease/purchase agreement and authorizing the City Manager to execute the same with M W Leasing, Inc. for fitness equipment from CommFit through an interlocal Agreement with BuyBoard in an amount not to exceed \$87,795.80.

- C5. Consider a resolution authorizing the purchase of outdoor restroom facilities at Bear Creek Nature Park from Restroom Facilities Limited (RFL), A Corworth Company through an Interlocal Agreement with BUYBOARD (CONTRACT 42313) in an amount not to exceed \$103, 414.90 authorizing the City Manager to execute the agreement pursuant to approval; repealing all resolutions in conflict; providing a severability clause; and providing an effective date.
- C6. Discuss and consider a resolution awarding Bid (2015-3) to Tiseo Paving Company in an amount not to exceed \$5,299,394.15 for the reconstruction and water/wastewater improvements to Danieldale Road.
- C7. Consider a resolution approving the funding agreement of the Texas Department of Transportation 14TBLANCR project (Terminal Building) in an amount not to exceed \$866,470 for 2015 through 2016 at the Lancaster Regional Airport.
- C8. Consider a resolution authorizing the City Manager to authorize on behalf of the City of Lancaster assignments and assumptions of ground leases at the Lancaster Regional Airport from December 14, 2015 to June 30, 2016.

ACTION:

- 9. Discuss and consider a resolution granting a request for Special Exceptions pursuant to Sections 14.505 (a) 2 and 3, height and articulations; to provide a Special Exception for increased height on the proposed Huntington Industrial site located between Longhorn Drive and North Houston School Road and more commonly known as 3201 N. Houston School Rd.
- 10. Consider a resolution approving the Landscape Maintenance Agreement through the Texas Department of Transportation (TXDOT).
- 11. Consider a resolution approving the terms and conditions of an amended Interlocal Agreement by and between the cities of Desoto and Cedar Hill for the shared Jail Facility.
- 12. Consider an ordinance disannexing the hereinafter described territory currently located in the City of Lancaster, Texas, Dallas, County, Texas and reducing the boundary limits of said City in accordance with there hereinafter described property in exhibit "A"; making findings of fact.
- 13. Consider a resolution of the City Council of the City of Lancaster, Texas, authorizing the filing of a project application in an amount not to exceed \$156,451.00 with the North Central Texas Council of Governments Implementation Project.
- 14. Discuss and consider a resolution approving the terms and conditions of a solid waste disposal contract by and between the City of Lancaster and Community Waste Disposal (CWD) to provide solid waste collection, hauling, and disposal for residential and commercial customers and recyclable materials collection and processing.
- 15. Consider a resolution approving the commercial and residential disposal rate for pick-up of municipal solid waste disposal and amending Section 10.1700 Garbage Collection Fees of the Master Fee Schedule.

16. Discuss and consider annual appointments to City of Lancaster boards and commissions.
17. Consider confirmation of nominations made by the Mayor for appointment to the City of Lancaster Zoning Board of Adjustment.

ADJOURNMENT

EXECUTIVE SESSION: The 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: The Municipal Center is 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.

Certificate

I hereby certify the above Notice of Meeting was posted at the Lancaster City Hall on December 11, 2015 @ 4:45 p.m. and copies thereof were provided to the Mayor, Mayor Pro-Tempore, Deputy Mayor Pro-Tempore and Council members.



Sorangel O. Arenas
City Secretary

LANCASTER CITY COUNCIL

Agenda Communication

December 14, 2015

Consider approval of minutes from the City Council Regular Meeting held on October 26, 2015 and November 9, 2015.

Background

Attached for your review and consideration are minutes from the:

- City Council Regular Meeting held October 26, 2015
- City Council Regular Meeting held November 9, 2015

Submitted by:

Sorangel O. Arenas, City Secretary

MINUTES

LANCASTER CITY COUNCIL MEETING OF OCTOBER 26, 2015

The City Council of the City of Lancaster, Texas, met in a called Regular session in the Council Chambers of City Hall on October 26, 2015 at 7:00 p.m. with a quorum present to-wit:

Councilmembers Present:

Mayor Marcus E. Knight
Carol Strain-Burk
Deputy Mayor Pro Tem Stanley Jaglowski
Marco Mejia
LaShonjia Harris
Nina Morris

Councilmembers Absent:

Mayor Pro Tem James Daniels

City Staff Present:

Opal Mauldin-Robertson, City Manager
Rona Stringfellow, Assistant City Manager
Fabrice Kabona, Assistant to the City Manager
Dori Lee, HR Director
Jim Brewer, Public Works Director
Ed Brady, Director of Economic
Sam Urbanski, Police Chief
Thomas Griffith, Fire Chief
Alton Dixon, Purchasing Agent
Jermaine Sapp, Fleet Superintendent
Cynthia Pearson, Finance Director
Baron Sauls, Assistant Finance Director
Mayra Rios, Assistant City Secretary
Angie Arenas, City Secretary

Call to Order:

Mayor Knight called the meeting to order at 7:00 p.m. on October 26, 2015.

Invocation:

Alton Dixon gave the invocation.

Pledge of Allegiance:

Councilmember Nina Morris led the pledge of allegiance.

Consent Agenda:

City Secretary Arenas read the consent agenda.

- C1. Consider approval of minutes from the City Council Regular Meeting held on September 14, 2015.**

MOTION: Councilmember Mejia made a motion, seconded by Councilmember Morris, to approve consent item. The vote was cast 6 for, 0 against [Mayor Pro Tem Daniels absent].

- 2. Conduct a Public Hearing and consider an application rezoning request from (LI) Light Industrial and (AO) Agricultural Open Space to a (PD) Planned Development on approximately 59 acres on the NW Corner of Daniieldale Road and N. Houston School Road further described as Abs**
- Silas B Runyon 1199.**

Assistant to the City Manager, Fabrice Kabona, introduced Brian Guenzel, Planning Consultant.

Mr. Guenzel made a presentation to rezone an undeveloped property in a Planned Development. He identified three design issues needed for a (PD) Planned Development which include: maximum height of the building; truck court oriented along thoroughfare; and articulation both horizontal and vertical. Mr. Guenzel stated the Planning and Zoning board recommended approval of the application by adding sidewalks along Daniieldale, Houston School Rd., and Southpointe; revise the berms to create line of sight above the truck doors from the southbound lanes of along Houston School Rd; and the Developers and the City shall come to a mutually acceptable agreement regarding acceleration and deceleration turn lanes at property entry points along Houston School Rd.

Brain Copeland, applicant, 2912 Sansford Avenue, Dallas, Texas, spoke on Item Two. Mr. Copeland presented the updated site plan to reflect the acceleration and deceleration turn lanes along Houston School Rd.

Mr. Copeland advised that all site plans have incorporated the widening of Daniieldale Road.

Mr. Copeland advised the plan is designed to either turn right or left onto Houston School Road. He also indicated there is approximately 100 feet from Daniieldale Road and the second entrance.

Mayor Knight opened the public hearing.

There were no speakers.

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

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

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

The meeting was adjourned at 7:29 p.m.

ATTEST:

APPROVED:

Sorangel O. Arenas, City Secretary

Marcus E. Knight, Mayor

MINUTES

LANCASTER CITY COUNCIL MEETING OF November 9, 2015

The City Council of the City of Lancaster, Texas, met in a called Regular session in the Council Chambers of City Hall on November 9, 2015 at 7:00 p.m. with a quorum present to-wit:

Councilmembers Present:

Mayor Marcus E. Knight
Carol Strain-Burk
Deputy Mayor Pro Tem Stanley Jaglowski
Marco Mejia
LaShonjia Harris
Nina Morris

Councilmembers Absent:

Mayor Pro Tem James Daniels

City Staff Present:

Opal Mauldin-Robertson, City Manager
Rona Stringfellow, Assistant City Manager
Fabrice Kabona, Assistant to the City Manager
Jim Brewer, Public Works Director
Sam Urbanski, Police Chief
Alton Dixon, Purchasing Agent
Jermaine Sapp, Fleet Superintendent
Cynthia Pearson, Finance Director
Sean Johnson, Managing Director of Quality of Life & Cultural Services
Baron Sauls, Assistant Finance Director
Robert E. Hager, City Attorney
Angie Arenas, City Secretary

Call to Order:

Mayor Knight called the meeting to order at 7:00 p.m. on November 9, 2015.

Invocation:

Pastor John Richardson gave the invocation.

Pledge of Allegiance:

Councilmember Carol Strain-Burk led the pledge of allegiance.

Citizens Comments:

Loritta Evans, 2230 Thoroughbred Drive, shared a business proposal plan for opening an entertainment center at 630 W. Pleasant Run Road.

Wanda Willis, 1335 Roan Drive, shared her concerns for the maintenance of streets for Bayport Drive, Rogers, Telephone Road, and Wintergreen.

John Richardson, 1004 N. Jefferson, invited everyone to attend the upcoming "Thanksgiving Revival" event held by the Lancaster Indomination Minister Alliance (LIMA) on November 15-17, 2015 at 7:00 p.m. located at Zion Chapel Church, 1004 N. Jefferson, Lancaster, Texas. Also, Pastor Richardson announced that the City of Lancaster presents Turkey Bowl Block Party and Pastors versus Police Basketball Game, Saturday, November 21, 2015 from 11:00 a.m. to 3:00 p.m. at Meadowcreek Park.

Consent Agenda:

City Secretary Arenas read the consent agenda.

- C1. Consider approval of minutes from the City Council Special Meeting held on October 19, 2015.**
- C2. Consider a resolution authorizing the Mayor to sign a ballot casting the City's vote for the fourth member of the Board of Directors of the Dallas Central Appraisal District.**
- C3. Consider a resolution approving the Third Addendum to the Solid Waste Collection and Disposal Recyclable Materials Collection Contract with Republic Services dated February 19, 2001; to extend the term of this agreement for one (1) month, to provide for a termination date of January 31, 2016; authorizing the City Manager to execute said addendum.**

MOTION: Councilmember Morris made a motion, seconded by Councilmember Strain-Burk, to approve consent items. The vote was cast 6 for, 0 against [Mayor Pro Tem Daniels absent].

- 4. Conduct a public hearing and consider a resolution approving the 2016 Standards of Care for Youth Programs operated by the Recreation Division of the City of Lancaster Quality of Life & Cultural Services Department; providing a repealing clause; providing a severability clause; and providing an effective date.**

Sean Johnson, Managing Director of Quality of Life & Cultural Services, advised that per Chapter 42 of the Human Resources Code, an annual review of Parks and Recreation Department Standards of Care for Youth Programs is required as is the conduction of a public hearing to allow input from citizens. Mr. Johnson shared that the Parks and Recreation Advisory Board reviewed the current Standards of Care and no changes were recommended.

Mayor Knight opened the public hearing.

There were no speakers.

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

MOTION: Councilmember Morris made a motion, seconded by Councilmember Strain-Burk, to approve item 4. The vote was cast 6 for, 0 against [Mayor Pro Tem Daniels absent].

Executive Session:

5. **City Council shall convene into closed executive session to consult with City Attorney to seek legal advice, pursuant to § 551.071 of the TEXAS GOVERNMENT CODE, concerning the development by ridge along Dallas Avenue in the City of Lancaster, Texas.**
6. **Reconvene into open session. Consider and take appropriate action(s), if any, on closed/executive session matters.**

The City Council recessed for Executive Session at 7:11 p.m. and reconvened into open session at 7:38 p.m. No action was taken following Executive Session.

MOTION: Councilmember Morris made a motion, seconded by Deputy Mayor Pro Tem Jaglowski, to adjourn. The vote was cast 6 for, 0 against [Mayor Pro Tem Daniels absent].

The meeting was adjourned at 7:38 p.m.

ATTEST:

APPROVED:

Sorangel O. Arenas, City Secretary

Marcus E. Knight, Mayor

LANCASTER CITY COUNCIL

Agenda Communication

December 14, 2015

Consider a resolution accepting one (1) tract of land from Jose A. Ortiz, generally located on the north side of Enchanted Lane and being more particularly described in the Donation Special Warranty Deed, attached hereto and incorporated herein by reference as Exhibit “A”; directing the City Secretary to file for recording in the Real Property Records of Dallas County, Texas, said Deeds; and providing an effective date.

This request supports the City Council 2015-2016 Policy Agenda.

Goal 1: Healthy, Safe and Vibrant Community

Background

In February 2010, Council authorized staff to proceed with the Federal Emergency Management Agency (FEMA) grant program administered by the State of Texas Division of Emergency Management (DEM). The grant included the purchase of structures in the Ten Mile Creek watershed that were substantially damaged during the 2004 flood and met FEMA’s cost ratio criteria. As a result of the requirements and funding, twenty structures were eligible for purchase.

Mr. Ortiz, owns the vacant lot located at 2011 Enchanted Lane. The property is in the watershed, and to build in the area would require the owner to build/raise it above the finished flood elevation. Mr. Ortiz would like to donate the property to the City for the cost of \$10.

Considerations

- **Operational** – The property is in the Ten Mile Creek watershed. The City is acquiring properties in this area to protect the watershed. Mr. Ortiz’s property was not eligible under the FEMA grant as there is no structure on the property. Acquiring the property will further the efforts began under the grant. The property will be maintained as open space.
- **Legal** – The Special Warranty Deed and Resolution was approved by the City Attorney.
- **Financial** – The financial impact to the City is \$10 plus the cost of a title policy.
- **Public Information** – This item is being considered at a meeting of the Council noticed in accordance with the Texas Open Meetings Act.

Options/Alternatives

1. City Council may approve the resolution
2. City Council may deny the resolution

Recommendation

Staff recommends Council approve the item as presented.

Attachments

- Resolution
 - Donation Special Warranty Deed
 - Ortiz Quit Claim Deed
 - Property Map
-

Submitted by:

Rona Stringfellow, Assistant City Manager

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LANCASTER, TEXAS, ACCEPTING ONE (1) TRACT OF LAND FROM JOSE A. ORTIZ GENERALLY LOCATED ON THE NORTH SIDE OF ENCHANTED LANE AND BEING MORE PARTICULARLY DESCRIBED IN THE DONATION SPECIAL WARRANTY DEED, ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE AS EXHIBIT "A"; DIRECTING THE CITY SECRETARY TO FILE FOR RECORDING IN THE REAL PROPERTY RECORDS OF DALLAS COUNTY, TEXAS, SAID DEEDS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Jose A. Ortiz ("Grantor") are the owners of one (1) tract of land in the City of Lancaster, Dallas County, Texas; and

WHEREAS, the City of Lancaster ("Grantee") desires to purchase said land;

WHEREAS, the Grantor desires, for the consideration and subject to the reservations from Conveyance and the Exceptions to Conveyance and Warranty, to grant, sell, and convey to Grantee the Property in consideration of ten dollars and no cents (\$10.00) and other good and valuable considerations;

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

SECTION 1. That the City Council of the City of Lancaster, Texas, hereby finds and determines that it is in the best interest of the City of Lancaster and its citizens, and in consideration of ten dollars and no cents (\$10.00) and other good and valuable considerations, to accept the one (1) tract of land as depicted in the Donation Special Warranty Deed, which is attached hereto and incorporated herein by reference as Exhibit "A", and described as being Lot 3 in Block "F" of Enchanted Forest, Unit No. 2, an addition to the City of Lancaster, Texas, according to the map thereof recorded in Volume 320, Page 10, Deed Records, Dallas County, Texas.

SECTION 2. That the City Secretary is directed to file for recording in the real property records of Dallas County, Texas, said deeds.

SECTION 3. This resolution shall take effect immediately from and after its passage, and it is accordingly so resolved.

DULY APPROVED by the City Council of the City of Lancaster, Texas, on this the 14th day of December, 2015.

ATTEST:

Sorangel O. Arenas, City Secretary

APPROVED:

Marcus E. Knight, Mayor

APPROVED AS TO FORM:

Robert E. Hager, City Attorney

After Recording, Return to:

**Robert E. Hager
Nichols, Jackson, Dillard, Hager & Smith, LLP
500 N. Akard, Suite 1800
Dallas, Texas 75201**

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

DONATION SPECIAL WARRANTY DEED

THE STATE OF TEXAS §
 §
COUNTY OF DALLAS §

WHEREAS, Dallas County, Texas is authorized to purchase and receive land and such other property rights deemed necessary or convenient; and

WHEREAS, the purchase and/or receipt of the hereinafter-described premises has been deemed necessary or convenient for the construction, expansion, enlargement, extension, improvement, or operation of _____; and

WHEREAS, the undersigned Grantor desires to donate the hereinafter described Property to the CITY OF LANCASTER, TEXAS as a charitable contribution under applicable federal income tax statutes and regulations for use as a dedicated _____; and

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That Jose A. Ortiz., Owner, (hereinafter referred to as "Grantor") (whether one or more), for and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration to Grantor in hand Paid by the CITY OF LANCASTER, TEXAS, the receipt and sufficiency of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day, Granted, Donated, Dedicated and Conveyed and by these presents do GRANT, DONATE, DEDICATE AND CONVEY unto the CITY OF LANCASTER, County of Dallas, State of Texas, for the use as _____, being more particularly described as follows ("Property"):

Lot 3 in Block No. F, Enchanted Forest #2, in the City of Lancaster, Dallas County, Texas, Volume 320 at Page 10 of the Deed Records of Dallas County, Texas

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

Easements and rights-of-way of record; all presently recorded restriction, reservations, covenants, conditions, oil, gas or other mineral leases, mineral severances, and other instruments, other than liens and conveyances, that affect the property; rights of adjoining owners in any walls and fences situated on a common boundary; and any encroachments or overlapping of improvements; and all of the restrictions, reservations and other provisions set out in this Deed.

Grantor reserves all of the oil, gas, sulfur and other minerals, in and under the land herein conveyed but waives all right of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling or pumping the same; provided, however, that operations for exploration or recovery of any such minerals and water shall be permissible so long as all surface operations in connection therewith are located at a point outside the acquired parcel and upon the condition that none of such operations shall be conducted so near the surface of said land as to interfere with the intended use thereof or in any way interfere with, jeopardize, or endanger the facilities of the CITY OF LANCASTER, TEXAS or create a hazard to the public users thereof; it being intended, however, that nothing in this reservation shall affect the title and the rights of Grantee to take and use without additional compensation any, stone, earth, gravel, caliche, iron ore, gravel or any other road building material upon, in and under said land for the construction and maintenance of roadways, dams and other infrastructure improvements, but shall not be used or exported from the Property for any other purpose.

Grantee agrees to replace or reimburse Grantor and its agricultural tenants for damage done to any currently existing fences, driveways and crops at the reasonable fair market value. Grantor agrees to remove or otherwise cancel any agricultural leases which encumber the Property conveyed herein as of the date of this transfer.

Grantor donates the Property in an "as is" condition with no representations made or implied as to the quality, fitness, or condition of the Property by Grantor. Grantee is receiving the Property based solely on their inspection and is not relying on any representations made by Grantor. No representations of the use, fitness, size, quality or any other matters concerning the Property have been made by Grantor to Grantee. Grantor warrants only title to the Property as set forth in this Deed.

TO HAVE AND TO HOLD the premises herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto the CITY OF LANCASTER, TEXAS, Texas and its assigns forever; and Grantors do hereby bind ourselves, our heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and singular the said premises herein conveyed unto the CITY OF LANCASTER, TEXAS, and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through, or under Grantors, but not otherwise.

IN WITNESS WHEREOF, this instrument is executed on this the 14th day of December, 2015.

(NAME OF OWNER):

By: _____
_____, Grantor

THE STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on 14th day of December, 2015, by _____ of (NAME OF OWNERS)_____, on behalf of said corporation and foundation.

Notary Public, State of Texas
My Commission Expires: _____

AGREED AND ACCEPTED:

CITY OF LANCASTER, TEXAS

By: _____
OPAL MAULDIN-ROBERTSON, City Manager

THE STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on 14th day of December, 2015, by OPAL MAULDIN-ROBERTSON, City Manager for the CITY OF LANCASTER, TEXAS, a Texas home rule municipality, on behalf of said municipality.

Notary Public, State of Texas
My Commission Expires: _____



201600226458

DEED 1/3

Recording requested by: _____ Space above reserved for use by Recorder's Office
When recorded, mail to: _____ Document prepared by: _____
Name: _____ Name: _____
Address: _____ Address: _____
City/State/Zip: _____ City/State/Zip: _____
Property Tax Parcel/Account Number: _____

Quitclaim Deed

This Quitclaim Deed is made on August 30th 2010, between
JOSE A. ORTIZ, Grantor, of 2011 ENCHANTED LANE
_____, City of LANCASTER, State of TEXAS,
and MIGUEL DIAZ, Grantee, of 702 CRESENT DR.
_____, City of DE SOTO, State of TEXAS.

For valuable consideration, the Grantor hereby quitclaims and transfers all right, title, and interest held by the Grantor in the following described real estate and improvements to the Grantee, and his or her heirs and assigns, to have and hold forever, located at 2011 ENCHANTED LANE
_____, City of LANCASTER, State of TEXAS :

Being Lot 3, Block F, ENCHANTED FOREST UNIT 2, an addition to the City of Lancaster, Dallas County, Texas, according to the plat thereof recorded in Volume 320, Page 10, of the Map Records of Dallas County, Texas.

Subject to all easements, rights of way, protective covenants, and mineral reservations of record, if any.
Taxes for the tax year of 2010 shall be prorated between the Grantor and Grantee as of the date of recording of this deed.

Dated: August 30, 2010

[Signature]
Signature of Grantor

Jose A Ortiz
Name of Grantor

Betty L. Smith
Signature of Witness #1

Betty L. Smith
Printed Name of Witness #1

Terry L. Smith
Signature of Witness #2

TERRY L. SMITH
Printed Name of Witness #2

State of TEXAS County of DALLAS

On August 30, 2010, the Grantor, JOSE A. ORTIZ,
personally came before me and, being duly sworn, did state and prove that he/she is the person described
in the above document and that he/she signed the above document in my presence.

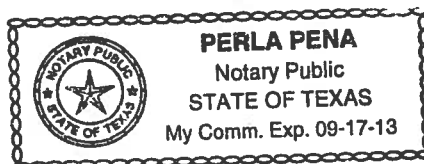
[Signature]
Notary Signature

Notary Public,

In and for the County of DALLAS State of TEXAS

My commission expires: 9/17/13 Seal

Send all tax statements to Grantee.



★ NOVA Quitclaim Deed Pg.2 (07-09)



John F Warren, County Clerk

Receipt for Services

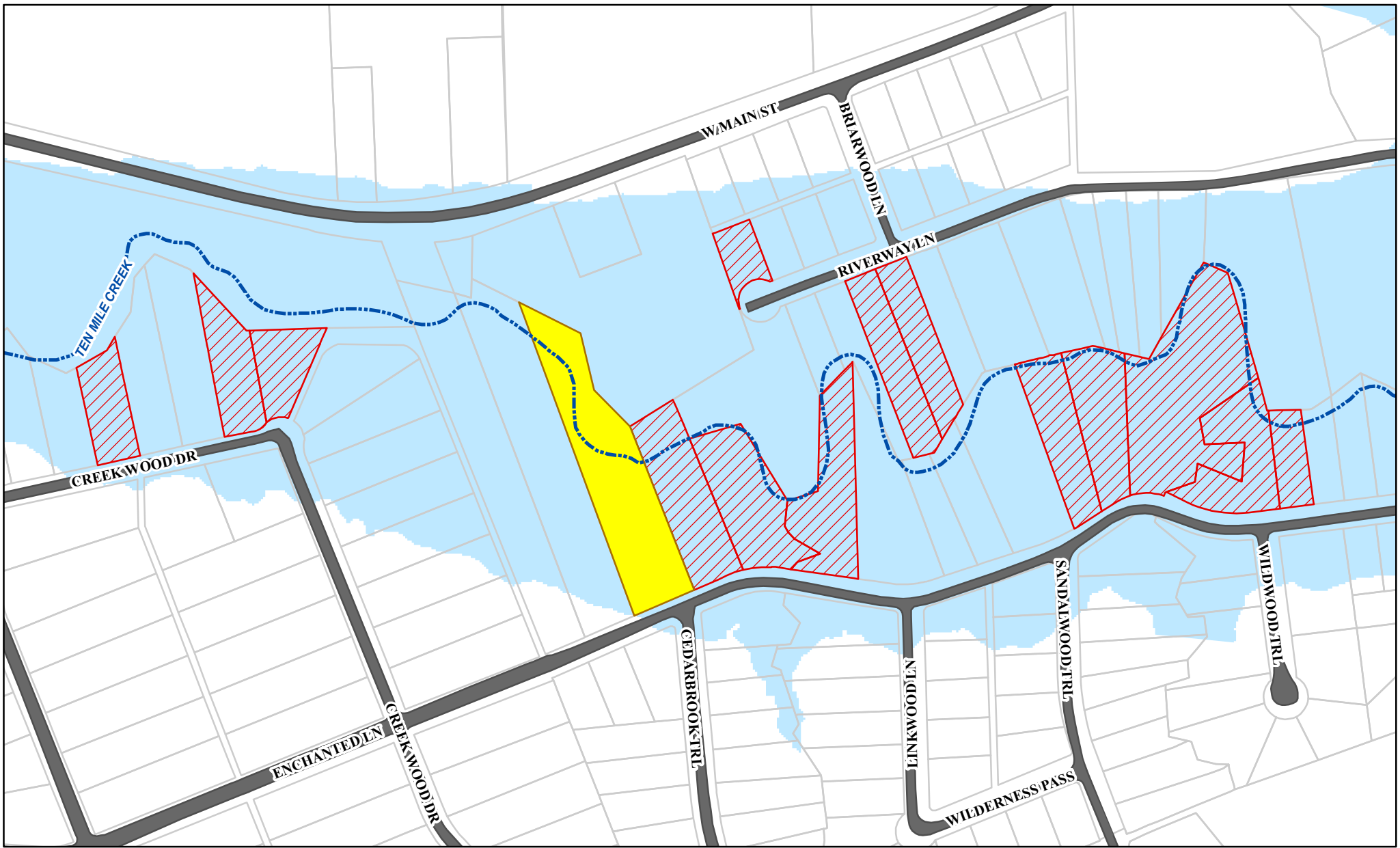
Cashier AWARD

Batch # 290695

Date: 09/03/2010 Time: 11:58:58AM

Customer Name JOSE ORTIZ

Date	Instrument No	Document Type	Transaction Type	GFNumber	Pg/Amt
9/3/2010 11:58:58AM	201000226458	DEED	ALL		3
CASH					20.00
Payment Total:					20.00



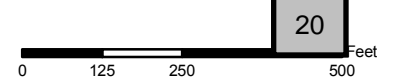
Legend

- Creeks
- Ortiz Property
- Parcels
- City Owned Parcels
- 100 Year Floodplain



City of Lancaster Ortiz Property

DCAD Account #	Site Address	Owner Name	Value	Subdivision	Block	Lot	Acres
36027500060030000	2011 ENCHANTED LN	DIAZ MIGUEL	\$10,000	Enchanted Forest PH2	F	3	2.076



LANCASTER CITY COUNCIL

Agenda Communication

December 14, 2015

Consider a resolution accepting two (2) tracts of land from Will C. Miller, III and W. L. Alexander, Jr. (posthumous), generally located on the south side of Riverway Lane and being more particularly described in the Donation Special Warranty Deed, attached hereto and incorporated herein by reference as Exhibit “A”; directing the City Secretary to file for recording in the Real Property Records of Dallas County, Texas, said Deeds; and providing an effective date.

This request supports the City Council 2015-2016 Policy Agenda.

Goal 1: Healthy, Safe and Vibrant Community

Background

In February 2010, Council authorized staff to proceed with the Federal Emergency Management Agency (FEMA) grant program administered by the State of Texas Division of Emergency Management (DEM). The grant included the purchase of structures in the Ten Mile Creek watershed that were substantially damaged during the 2004 flood and met FEMA's cost ratio criteria. As a result of the requirements and funding, twenty structures were eligible for purchase.

Mr. Miller and Mr. Alexander own the 2 vacant lots totaling approximately .894 acres (1912 Riverway Lane and 1918 Riverway Lane). The property is in the watershed, and to build in the area would require the owner to build/raise it above the finished flood elevation. Mr. Miller and Mr. Alexander have offered to sale both lots to the City for \$20.

Considerations

- **Operational** – The property is in the Ten Mile Creek watershed. The City is acquiring properties in this area to protect the watershed. The owner's property was not eligible under the FEMA grant as there is no structure on the property. Acquiring the property will further the efforts began under the grant.
- **Legal** – A title search has been conducted and the property is clear of any liens. The Special Warranty Deed and Resolution was approved by the City Attorney.
- **Financial** – The financial impact to the City is \$20 plus the cost of a title policy.

- **Public Information** – This item is being considered at a meeting of the Council noticed in accordance with the Texas Open Meetings Act.

Options/Alternatives

1. City Council may approve the resolution
2. City Council may deny the resolution

Recommendation

Staff recommends Council approve the item as presented.

Attachments

- Resolution
 - Donation Special Warranty Deed
 - Miller and Alexander Original Deed of Trust
 - Property Map
-

Submitted by:

Rona Stringfellow, Assistant City Manager

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LANCASTER, TEXAS, ACCEPTING TWO (2) TRACTS OF LAND FROM WILL C. MILLER, III AND W. L. ALEXANDER, JR, GENERALLY LOCATED ON THE SOUTH SIDE OF RIVERWAY LANE AND BEING MORE PARTICULARLY DESCRIBED IN THE SPECIAL WARRANTY DEED, ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE AS EXHIBIT "A"; DIRECTING THE CITY SECRETARY TO FILE FOR RECORDING IN THE REAL PROPERTY RECORDS OF DALLAS COUNTY, TEXAS, SAID DEEDS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Will C. Miller, III and W. L. Alexander, Jr. ("Grantor") are the owners of two (2) tracts of land in the City of Lancaster, Dallas County, Texas; and

WHEREAS, the City of Lancaster ("Grantee") desires to purchase said land;

WHEREAS, the Grantor desires, for the consideration and subject to the reservations from Conveyance and the Exceptions to Conveyance and Warranty, to grant, sell, and convey to Grantee the Property in consideration of twenty dollars and no cents (\$20.00) and other good and valuable considerations;

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

SECTION 1. That the City Council of the City of Lancaster, Texas, hereby finds and determines that it is in the best interest of the City of Lancaster and its citizens, and in consideration of twenty dollars and no cents (\$20.00) and other good and valuable considerations, to accept the two (2) tracts of land as depicted in the Donation Special Warranty Deed, which is attached hereto and incorporated herein by reference as Exhibit "A", and described as being Lots 2 and 3 in Block "I" of Enchanted Forest, Unit No. 2, an addition to the City of Lancaster, Texas, according to the map thereof recorded in Volume 320, Page 10, Deed Records, Dallas County, Texas.

SECTION 2. That the City Secretary is directed to file for recording in the real property records of Dallas County, Texas, said deeds.

SECTION 3. This resolution shall take effect immediately from and after its passage, and it is accordingly so resolved.

DULY PASSED and approved by the City Council of the City of Lancaster, Texas, on this the 14th day of December, 2015.

ATTEST:

APPROVED:

SORANGEL O. ARENAS, CITY SECRETARY

MARCUS E. KNIGHT, MAYOR

APPROVED AS TO FORM:

ROBERT E. HAGER, CITY ATTORNEY

After Recording, Return to:

**Robert E. Hager
Nichols, Jackson, Dillard, Hager & Smith, LLP
500 N. Akard, Suite 1800
Dallas, Texas 75201**

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

DONATION SPECIAL WARRANTY DEED

THE STATE OF TEXAS §
 §
COUNTY OF DALLAS §

WHEREAS, Dallas County, Texas is authorized to purchase and receive land and such other property rights deemed necessary or convenient; and

WHEREAS, the purchase and/or receipt of the hereinafter-described premises has been deemed necessary or convenient for the construction, expansion, enlargement, extension, improvement, or operation of _____; and

WHEREAS, the undersigned Grantor desires to donate the hereinafter described Property to the CITY OF LANCASTER, TEXAS as a charitable contribution under applicable federal income tax statutes and regulations for use as a dedicated _____; and

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That Will C. Miller, III and W. L. Alexander, Jr., Owners, (hereinafter referred to as "Grantor") (whether one or more), for and in consideration of the sum of TWENTY DOLLARS (\$20.00) and other good and valuable consideration to Grantor in hand Paid by the CITY OF LANCASTER, TEXAS, the receipt and sufficiency of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day, Granted, Donated, Dedicated and Conveyed and by these presents do GRANT, DONATE, DEDICATE AND CONVEY unto the CITY OF LANCASTER, County of Dallas, State of Texas, for the use as _____, being more particularly described as follows ("Property"):

Lots 2 and 3 in Block No. I, Enchanted Forest #2, in the City of Lancaster, Dallas County, Texas, Volume 320 at Page 10 of the Deed Records of Dallas County, Texas

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

Easements and rights-of-way of record; all presently recorded restriction, reservations, covenants, conditions, oil, gas or other mineral leases, mineral severances, and other instruments, other than liens and conveyances, that affect the property; rights of adjoining owners in any walls and fences situated on a common boundary; and any encroachments or overlapping of improvements; and all of the restrictions, reservations and other provisions set out in this Deed.

Grantor reserves all of the oil, gas, sulfur and other minerals, in and under the land herein conveyed but waives all right of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling or pumping the same; provided, however, that operations for exploration or recovery of any such minerals and water shall be permissible so long as all surface operations in connection therewith are located at a point outside the acquired parcel and upon the condition that none of such operations shall be conducted so near the surface of said land as to interfere with the intended use thereof or in any way interfere with, jeopardize, or endanger the facilities of the CITY OF LANCASTER, TEXAS or create a hazard to the public users thereof; it being intended, however, that nothing in this reservation shall affect the title and the rights of Grantee to take and use without additional compensation any, stone, earth, gravel, caliche, iron ore, gravel or any other road building material upon, in and under said land for the construction and maintenance of roadways, dams and other infrastructure improvements, but shall not be used or exported from the Property for any other purpose.

Grantee agrees to replace or reimburse Grantor and its agricultural tenants for damage done to any currently existing fences, driveways and crops at the reasonable fair market value. Grantor agrees to remove or otherwise cancel any agricultural leases which encumber the Property conveyed herein as of the date of this transfer.

Grantor donates the Property in an "as is" condition with no representations made or implied as to the quality, fitness, or condition of the Property by Grantor. Grantee is receiving the Property based solely on their inspection and is not relying on any representations made by Grantor. No representations of the use, fitness, size, quality or any other matters concerning the Property have been made by Grantor to Grantee. Grantor warrants only title to the Property as set forth in this Deed.

TO HAVE AND TO HOLD the premises herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto the CITY OF LANCASTER, TEXAS, Texas and its assigns forever; and Grantors do hereby bind ourselves, our heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and singular the said premises herein conveyed unto the CITY OF LANCASTER, TEXAS, and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through, or under Grantors, but not otherwise.

IN WITNESS WHEREOF, this instrument is executed on this the 14th day of December, 2015.

(NAME OF OWNERS):

By: _____,
_____, Grantor

THE STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on 14th day of December, 2015, by _____ of (NAME OF OWNERS)_____, on behalf of said corporation and foundation.

Notary Public, State of Texas
My Commission Expires:_____

AGREED AND ACCEPTED:

CITY OF LANCASTER, TEXAS

By: _____
OPAL MAULDIN-ROBERTSON, City Manager

THE STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on 14th day of December, 2015, by OPAL MAULDIN-ROBERTSON, City Manager for the CITY OF LANCASTER, TEXAS, a Texas home rule municipality, on behalf of said municipality.

Notary Public, State of Texas
My Commission Expires: _____

The State of Texas, COUNTY OF DALLAS.

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, By virtue of a certain Order of Sale, issued out of the District Court of the
191st Judicial District of Texas, in and for DALLAS County, Texas,
in favor of STATE OF TEXAS, CITY OF LANCASTER AND LANCASTER INDEPENDENT SCHOOL
DISTRICT

vs. SAGE CONSTRUCTION COMPANY, INC., IN REM ONLY

on a certain Judgment
and Decree of Foreclosure, rendered on the 8th day of January, 1982, by said
Court and directed and delivered to me as SHERIFF of DALLAS County,
Texas, commanding me to seize and sell the real property described in said Order of Sale,
I, DON BYRD, SHERIFF, as aforesaid, did upon the 2nd day of
April A. D. 1982, levy upon and advertise for sale the said property described in
said Order of Sale, by having notice of the time and place of such sale published in the English language,
once a week for three consecutive weeks, preceding such sale, in the
Daily Commercial Record a newspaper published in said County, the first of said
publications appearing not less than twenty days immediately preceding the day of said sale, and by
Mailing a written notice of such sale to

SAGE CONSTRUCTION COMPANY, INC., c/o D. A. TERRY Defendant,
(for to Attorney of Record of Defendant);
and on the first Tuesday in MAY A. D. 1982, within the hours prescribed by
law, sold said real property at public auction in the County of DALLAS at the Courthouse
door thereof, at which sale the real property hereinafter described was struck off to

WILL C. MILLER, III & W. L. ALEXANDER, JR.
for the sum of Five Hundred Fifty and NO/100 \$550.00
DOLLARS,
That being the highest and best bid therefor;

NOW, THEREFORE, in consideration of the premises aforesaid, and of the payment to me of the said
sum of Five Hundred Fifty and NO/100 \$550.00
DOLLARS,
the receipt of which is hereby acknowledged, I, DON BYRD, SHERIFF
as aforesaid, have SOLD and CONVEYED, and by these presents do SELL and CONVEY unto the said
WILL C. MILLER, III & W. L. ALEXANDER, JR.
all of the estate, right, title and interest which the said Aforementioned Defendant
had on the 8th day of January A. D. 1982, or at any time afterwards, in
and to the following described real property, same being also described in the said Order of Sale, viz:
TRACT 3 17996-79 BEING all of that certain tract known as Lot 2 in Block No. 1
in the City of Lancaster, Enchanted Forest No. 2, Dallas County, Texas said tract
having been conveyed to Sage Construction Co., Inc. by that certain deed of record

*Delivering in Person or Mailing.
†Exce according to fact.

82089 3479

in Volume 320 at Page 10 of the Deed Records of Dallas County, Texas.

82089 3480

TO HAVE AND TO HOLD The above described premises, together with all and singular, the rights and appurtenances thereto in anywise belonging, unto the said

WILL C. MILLER, III & W. L. ALEXANDER, JR.

heirs and assigns, forever, as fully and as absolutely as I, as DON BYRD, SHERIFF
aforesaid, can convey by virtue of said Order of Sale.

IN TESTIMONY WHEREOF, I have hereunto set my hand, this 4th day
of MAY A. D. 1982.

S. J. Howlin
S. J. HOWLIN, DEPUTY Sheriff, Dallas County, Texas. DON BYRD, SHERIFF

The State of Texas,
COUNTY OF DALLAS.

BEFORE ME, GLENDA L. BURRIS,

A Notary Public

on this day personally
appeared S. J. HOWLIN of DALLAS County,
Texas, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowl-
edge to me that he executed the same for the purpose and consideration therein expressed, and in his
capacity as Deputy Sheriff therein set forth.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, This 4th day
of MAY A. D. 1982.

(L. S.)

Glenda L. Burris
GLENDA L. BURRIS, Notary Public, Dallas County, Texas.
My Commission Expires April 6th, 1983.

The State of Texas,
COUNTY OF DALLAS.

I, County Clerk of said County, do hereby certify
that the above instrument of writing, together with its Certificate of Authentication, was filed for record
in my office on the day of A. D. 1982, at o'clock
M., and duly recorded the day of A. D. 1982, in
Volume Page of the Records of Deeds, etc., of said County.

WITNESS MY HAND AND OFFICIAL SEAL This day of A. D. 1982.

(L. S.)

County Clerk County, Texas.

By Deputy.

82089 3481

FILED
L. E. Mendelsohn
COUNTY CLERK
DALLAS COUNTY, TEXAS

'82 MAY 5 PM 3:28

No. 81-12368-J	
DEED	
Under Order of Sale.	
SAGE CONSTRUCTION COMPANY, INC.	
By	DON BYRD, SHERIFF
To	WILL C. MILLER, III & V. L. ALEXANDER, JR.
FILED FOR RECORD	
This day of	A. D. 19
County Clerk	Co., Texas
By	Deputy.
RECORDED	
This day of	A. D. 19
County Clerk	Co., Texas
By	Deputy.
Fees:	
Recording	\$
Acknowledgment	\$
Total	\$

Will C. Miller III
3303 Lee Parkway Suite 400
Dallas, TX. 75219

COUNTY OF DALLAS
I hereby certify that the instrument was filed
and was properly acknowledged by me and was
correct in the original and page of the record
at Dallas County, Texas on or before the date by me.

MAY 6 1982



COUNTY CLERK, Dallas County, Texas

82089 3482

DEED RECORD

The State of Texas,
COUNTY OF DALLAS.

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, By virtue of a certain Order of Sale, issued out of the District Court of the
191st Judicial District of Texas, in and for DALLAS County, Texas,
in favor of STATE OF TEXAS, CITY OF LANCASTER AND LANCASTER INDEPENDENT SCHOOL
DISTRICT

vs. SAGE CONSTRUCTION COMPANY, INC., IN REM ONLY 2484 7. DEED
0/06/82

on a certain Judgment
and Decree of Foreclosure, rendered on the 8th day of January, 1982, by said
Court and directed and delivered to me as SHERIFF of DALLAS County,
Texas, commanding me to seize and sell the real property described in said Order of Sale,
I, DON BYRD, SHERIFF, as aforesaid, did upon the 2nd day of
April A. D. 1982, levy upon and advertise for sale the said property described in
said Order of Sale, by having notice of the time and place of such sale published in the English language,
once a week for three consecutive weeks, preceding such sale, in the
Daily Commercial Record a newspaper published in said County, the first of said
publications appearing not less than twenty days immediately preceding the day of said sale, and by
Mailing a written notice of such sale to

SAGE CONSTRUCTION COMPANY, INC., c/o D. A. TERRY Defendant,
(for to Attorney of Record of Defendant);

and on the first Tuesday in MAY A. D. 1982, within the hours prescribed by
law, sold said real property at public auction in the County of DALLAS at the Courthouse
door thereof, at which sale the real property hereinafter described was struck off to

WILL C. MILLER, III & W. L. ALEXANDER, JR.
for the sum of Five Hundred and NO/100 \$500.00
DOLLARS,
That being the highest and best bid therefor;

NOW, THEREFORE, in consideration of the premises aforesaid, and of the payment to me of the said
sum of Five Hundred and NO/100 \$500.00
DOLLARS,

the receipt of which is hereby acknowledged, I, DON BYRD, SHERIFF
as aforesaid, have SOLD and CONVEYED, and by these presents do SELL and CONVEY unto the said
WILL C. MILLER, III & W. L. ALEXANDER, JR.

all of the estate, right, title and interest which the said Aforementioned Defendant
had on the 8th day of January A. D. 1982, or at any time afterwards, in
and to the following described real property, same being also described in the said Order of Sale, viz:
TRACT 4 17997-79 BEING all of that certain tract known as Lot 3 in Block No. 1,
Enchanted Forest #2, in the City of Lancaster, Dallas County, Texas, said tract
having been conveyed to Sage Construction Co., Inc., by that certain deed of record

*Delivering in Person or Mailing.
†Excess according to fact.

82889 3475

in Volume 320 at Page 10 of the Deed Records of Dallas County, Texas.

82089 3476

TO HAVE AND TO HOLD The above described premises, together with all and singular, the rights and appurtenances thereto in anywise belonging, unto the said

WILL C. MILLER, III & W. L. ALEXANDER, JR.

heirs and assigns, forever, as fully and as absolutely as I, as DON BYRD, SHERIFF
aforesaid, can convey by virtue of said Order of Sale.

IN TESTIMONY WHEREOF, I have hereunto set my hand, this 4th day
of MAY A. D. 1982.

S. J. Bowlin
DON BYRD, SHERIFF
S. J. BOWLIN, DEPUTY Sheriff, Dallas County, Texas.

The State of Texas,
COUNTY OF DALLAS.

BEFORE ME, GLENDA L. BURRIS,

A Notary Public on this day personally
appeared S. J. BOWLIN of DALLAS County,
Texas, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowl-
edge to me that he executed the same for the purpose and consideration therein expressed, and in his
capacity as Deputy Sheriff therein set forth.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, This 4th day
of MAY A. D. 1982.

(L. S.)

Glenda L. Burris
GLENDA L. BURRIS, Notary Public, Dallas County, Texas.
My Commission Expires April 6th, 1985.

The State of Texas,
COUNTY OF DALLAS.

I, County Clerk of said County, do hereby certify
that the above instrument of writing, together with its Certificate of Authentication, was filed for record
in my office on the day of A. D. 19....., at o'clock
..... M., and duly recorded the day of A. D. 19....., in
Volume....., Page..... of the Records of Deeds, etc., of said County.

WITNESS MY HAND AND OFFICIAL SEAL This day of A. D. 19.....

(L. S.)

County Clerk County, Texas.

By Deputy.

82089 3477

FILED
L. E. Mandel
COUNTY CLERK
DALLAS COUNTY

'82 MAY 5 PM 3:28

No. 81-12368-J	
DEED	
Under Order of Sale.	
SAGE CONSTRUCTION COMPANY, INC.	
By	DON BYRD, SHERIFF
To	WILL C. MILLER, III & W. L. ALEXANDER, JR.
FILED FOR RECORD	
This	day of A. D. 19
County Clerk	Co., Texas
By	Deputy.
RECORDED	
This	day of A. D. 19
County Clerk	Co., Texas
By	Deputy.
FEES:	
Recording	\$
Acknowledgment	\$
Total	\$

Will C. Miller III
3303 Lee Parkway
Dallas, TX. 75219

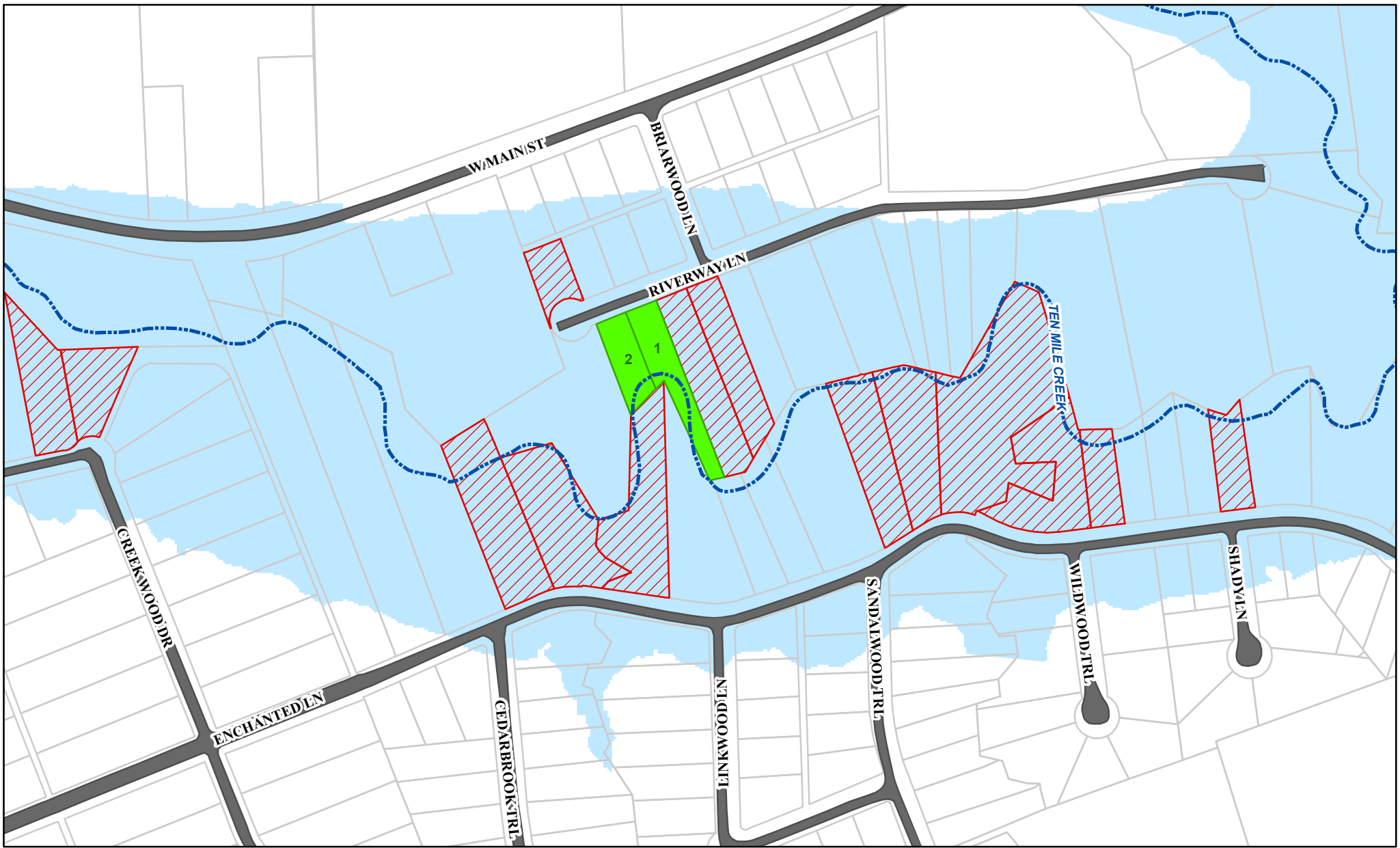
STATE OF TEXAS COUNTY OF DALLAS
I hereby certify that this instrument was filed in the
public records of this county by me and was duly
recorded in the volume and page of the name of
this county, Texas as stamped herein by me.

MAY 6 1982



L. E. Mandel
COUNTY CLERK, Dallas County, Texas

02089 3478



Legend

	Creeks
	Miller/Alexander Property
	Parcels
	City Owned Parcels
	100 Year Floodplain



City of Lancaster Miller/Alexander Property

ID	DCAD Account #	Site Address	Owner Name	Value	Subdivision	Block	Lot	Acres
1	36027500090030000	1912 RIVERWAY LN	MILLER WILL C III &	\$2,500	Enchanted Forest PH2	I	3	0.547
2	36027500090020000	1918 RIVERWAY LN	MILLER WILL C III &	\$2,500	Enchanted Forest PH2	I	8	0.847

35

0 125 250 500 Feet

LANCASTER CITY COUNCIL

Agenda Communication

December 14, 2015

Consider a resolution approving the terms and conditions of a lease/purchase agreement and authorizing the City Manager to execute the same with M W Leasing, Inc. for fitness equipment from CommFit through an Interlocal Agreement with BuyBoard in an amount not to exceed \$87,795.80.

This request supports the City Council 2015-2016 Policy Agenda.

Goal: Healthy, Safe & Vibrant Community

Background

The Lancaster Recreation Center offers annual fitness atrium memberships and daily fitness program offerings for adults ages 17 & above. The existing fitness equipment is over 10 years old. Industry standards suggest that fitness equipment be replaced every 7 to 10 years.

Annually the recreation center generates over \$230,000 in revenues from memberships, fitness programs and day passes. Fitness atrium participation lend to this revenue stream along with adult fitness programs.

The fitness equipment replaced will include stationary weight machines, free weights and a new SPARC trainer, which is one of the newest top fitness trend machines in the profession. Included in this purchase includes WELLBEATS which is a 70" TV Plug & Play unit that allows for 80+ different multi-level fitness classes on demand, providing for a variety of programming offerings and tutorials that will diversify fitness program offerings.

Considerations

- **Operational** – The equipment will further promote participation in adult fitness programs and provide for increases in revenue and overall participation in recreation programs.
- **Legal** – The City maintains an executed Interlocal Agreement with BuyBoard, a cooperative agency. Texas law authorizes cooperative agreements to help save time in developing specifications and duplication during the bid process. The City Attorney has reviewed and approved the lease agreement as to form.
- **Financial** – This lease purchase is funded through the annual operating budget and will not exceed \$87,795.80.

- **Public Information** – This item is being considered at a meeting of the City Council noticed in accordance with the Texas Open Meetings Act.

Options/Alternatives

1. Council may approve the resolution as presented.
2. Council may reject the resolution.

Recommendation

Staff recommends approval of the resolution as presented.

Attachments

- Resolution
 - Lease Agreement
 - Lease Proposal
 - BuyBoard Quote
-

Submitted by:

Sean Johnson, Managing Director Quality of Life and Cultural Services

RESOLUTION NO.

A RESOLUTION APPROVING THE TERMS AND CONDITIONS OF A LEASE/PURCHASE AGREEMENT AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME WITH M W LEASING, INC. FOR FITNESS EQUIPMENT FROM COMMFIT THROUGH AN INTERLOCAL AGREEMENT WITH BUYBOARD IN AN AMOUNT NOT TO EXCEED \$87,795.80. REPEALING ALL RESOLUTIONS IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council desires to lease purchase new fitness equipment and utilize The BuyBoard's Interlocal contract with CommFit.

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

SECTION 1. The City Council approves the purchase of new fitness equipment from CommFit Center through an Interlocal Agreement with Buyboard in an amount not to exceed eighty seven thousand, seven hundred and ninety five dollars and 80/100 (\$87,795.80), a copy of which is attached hereto and incorporated herein as Exhibit A.

SECTION 2. The City Manager is authorized to execute the lease purchase agreement.

SECTION 3. Any prior Resolution of the City Council in conflict with the provisions contained in this Resolution are hereby repealed and revoked.

SECTION 4. 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 5. This Resolution shall take effect immediately from and after its passage, and it is duly resolved.

DULY PASSED and approved by the City Council of the City of Lancaster, Texas, on this the 14th day of December, 2015.

ATTEST:

APPROVED:

Sorangel O. Arenas, City Secretary

Marcus E. Knight, Mayor

APPROVED AS TO FORM:

Robert E. Hager, City Attorney

Description of Leased Equipment (This should include make, model, serial number. Attach schedule if necessary):

MUST BE COMPLETED

App #

Leasing Customer ("You"):

Company Name (Exact business name):

Address:

StreetCityCountyStateZip

Phone:Fax:Business Type:Corporation

Equipment Location:State of Incorporation/Organization: NJ

Vendor:		Address:				
Payment Schedule:			0	0	Monthly	\$1.00 Buyout
Lease Term (months)	Total # of Pmts.	Amount of Each Pmt. (plus applicable taxes)	Advance Rentals	Security Deposit	Pmt. Frequency	Purchase Option

1. You (the customer) want to acquire the above equipment from the above vendor. You want us, the Lessor identified above, to buy it and then lease it to you. This Lease will begin when the equipment is delivered to you and will continue for the entire Lease Term plus any interim rent period. You will unconditionally pay us all amounts due, without any right to set-off. If we do not receive your payment by its due date, there will be a late fee equal to 15% of the late amount (or, if less, the maximum amount allowable under law) which you agree is a reasonable estimate of the costs we incur with respect to late payments and is not a penalty. Upon your request, we will waive the first assessed late charge. We may charge you a partial payment (interim rent) for the time between delivery and the due date for the first regular payment. We may charge you a one-time documentation fee up to \$250. You agree that we may adjust the payment amount above if the final equipment cost varies from the amount the payment was based upon. This Lease is not binding on us until we sign it. To expedite this Lease, you asked us to accept your faxed signature and have agreed it will be considered as good as your original signature and admissible in court as conclusive evidence of this Lease.

2. (a) You may purchase all of the equipment as indicated in the Equipment Purchase Option above. **You will give us written notice by certified mail between 60 and 90 days before the expiration of the initial Lease Term (or any renewal term) of your intention to return the equipment or purchase the equipment. After you have (i) paid all amounts owing under the Lease and (ii) given us the proper and timely notice, then at the end of the Lease Term, you shall return the equipment pursuant to the instructions we provide to you.** You agree to reimburse us for our costs to refurbish returned equipment for damage beyond normal wear and tear. You are solely responsible for removing all data/images stored on the equipment prior to its return. If you fail to notify us as provided herein, this Lease will extend on a month to month basis, until you have given at least 60 days written notice of your intention to return or purchase the equipment. (b) You agree the security deposit will not bear interest and that we may apply it to any amount owed to us, and should we do so, you agree to restore the security deposit to its original amount. You may request the return of the security deposit only after all of your obligations under this Lease have been met in full.

3. **You alone selected the vendor and the equipment. You asked us to buy it. We are not related to the vendor and we cannot get a refund, nor is the vendor allowed to waive or modify any term of this Lease. Therefore, the Lease cannot be canceled by you for any reason, even if the equipment fails or is damaged and it is not your fault. We are leasing it to you "as is" and we disclaim all express and implied warranties, including any warranty of merchantability or fitness for a particular purpose. You are responsible for installation and all service.** The vendor may have given you warranties. You may contact the vendor to get a statement of all warranties, if any. We assign to you any warranties the vendor may have given us. You shall settle any dispute regarding the equipment's performance directly with the vendor. **You promise that the equipment will be used only for business and not for personal, family or household purposes.** You will keep and use the equipment only at the above address and not move it or return it to us prior to the end of the Lease Term. Your payments may include amounts you owe to the vendor under a separate maintenance, service and/or supply arrangement. We may invoice such amounts on the vendor's behalf for your convenience. You agree that any claims related to maintenance, service or supplies will not impact your obligation to pay us the full amount due under this Lease.

4. **If you do not pay us as agreed or fail to perform any other term of this Lease, you will be in default and you agree that we may (i) repossess or disable the equipment and/or (ii) directly debit (charge) your bank account(s) and/or sue you for all past due payments, taxes, fees, and all payments due in the future to the end of the Lease Term, plus our legal costs.** If you are in default and/or do not meet your end of term obligations, we may also directly debit and/or sue you for the "residual" (end of term) equipment value. You agree to pay (i) a convenience fee of \$10 for any payment you elect to make by telephone and (ii) a charge of \$30 if any payment made by ACH or check is dishonored or returned. **This Lease shall be governed by the laws of the Commonwealth of Pennsylvania (where we have an office and accepted this Lease). You agree that any suit relating to this Lease shall be brought only in a state or federal court in Pennsylvania. You irrevocably consent and submit to the jurisdiction of such courts, and you waive any claim that any such court is an inconvenient or improper forum. Each party waives any right to a jury trial.** We will have title to the equipment at all times. This is a "true lease" and not a loan or installment sale. You grant us a first priority security interest in the equipment and authorize us to file Uniform Commercial Code ("UCC") financing statements (in case this is later determined not to be a "true lease"). You agree this is a "finance lease" under Article 2A of the UCC. You waive all UCC rights and remedies you may have, including those in Sections 2A-508 through 2A-522.

5. You must pay us for all sales, use, property and other taxes relating to the Lease and the equipment. We may adjust this Lease and the payment above to finance for you any taxes and fees due at Lease inception. We may bill you based on our estimate of the taxes and fees. We may charge you an annual property tax administration fee up to \$25. Unless we have given you a written option to buy the equipment at the end of the Lease Term for \$1.00, we will be entitled to all tax benefits. If you do anything to disallow our getting these benefits, you will promptly indemnify (pay) us an equivalent amount. If we gave you a \$1.00 purchase option, we may require you to file all personal property tax returns. **You accept all risks of loss, injury or damage caused by the equipment and shall indemnify us for all suits and other liabilities arising from the same.** This indemnity will continue even after the Lease has ended. You must maintain acceptable liability insurance naming us as "additional insured". You must keep the equipment insured against all risks of loss in an amount equal to the replacement cost and have us listed on the policy as "loss payee." If you do not give us proof of the required insurance within 30 days after the Lease commences, then depending on the original equipment cost we may, but are not obligated to, obtain insurance to cover our interests and charge you a fee for such coverage (including a monthly administration fee and a profit to us). You can cancel the insurance coverage fee at any time by delivering the required proof of insurance.

6. Since this Lease is based on your own credit rating, you may not assign the Lease to anyone else without our prior written approval. We may sell or transfer our interests to another entity, who will then have all of our rights **but none of our obligations.** Those obligations will continue to be ours. The rights we pass on to the new entity will not be subject to any defenses, claims or set-offs you may assert against us. All prior conversations, agreements and representations relating to this Lease or the equipment are integrated herein. None of the terms of this Lease shall be changed or modified except in writing duly executed by you and us. Any action by you against us must be commenced within one year after the cause of action arises or be forever barred.

X

Signature of Leasing Customer

Print Name of Signer

Title

Date

Accepted and Signed by LESSOR

Print Name of Signer

Title

Date

Personal Guaranty

I HEREBY PERSONALLY AND UNCONDITIONALLY GUARANTEE ALL AMOUNTS OWED BY THE LEASING CUSTOMER UNDER THIS LEASE. I AGREE THAT THE LESSOR MAY EXTEND, TRANSFER AND AMEND THE LEASE AND I AGREE TO BE BOUND BY ALL SUCH CHANGES. I WAIVE ALL NOTICES, INCLUDING NOTICES OF DEMAND AND DEFAULT. I AGREE THE LESSOR MAY PROCEED AGAINST ME SEPARATELY FROM THE LEASING CUSTOMER. I HAVE AUTHORIZED THE LESSOR AND ITS AFFILIATES AND DESIGNEES TO USE MY CONSUMER CREDIT REPORTS FROM TIME TO TIME IN ITS CREDIT EVALUATION AND COLLECTION PROCESSES, AS WELL AS TO OFFER FUTURE CREDIT PRODUCTS AND SERVICES. I AGREE THAT THE LEASE AND PERSONAL GUARANTY SHALL BE GOVERNED BY THE LAWS IF THE COMMONWEALTH OF PENNSYLVANIA AND ANY SUIT RELATING TO THE LEASE OR PERSONAL GUARANTY SHALL BE BROUGHT ONLY IN A STATE OR FEDERAL COURT IN PENNSYLVANIA AND IRREVOCABLY CONSENT AND SUBMIT TO THE JURISDICTION OF SUCH COURTS, AND I WAIVE TRIAL BY JURY. I AGREE THAT MY FAXED SIGNATURE SHALL BE CONSIDERED AS GOOD AS MY ORIGINAL SIGNATURE AND ADMISSIBLE IN COURT AS CONCLUSIVE EVIDENCE OF THIS PERSONAL GUARANTY.

GUARANTOR #1 (Print Name)

GUARANTOR #2 (Print Name)

X

Signature (Individually, No Titles)

Date

X

Signature (Individually, No Titles)

Date

Acceptance of Delivery

I AM AUTHORIZED TO SIGN THIS CERTIFICATE ON BEHALF OF THE LEASING CUSTOMER. I CERTIFY TO THE LEASING COMPANY THAT THE EQUIPMENT HAS BEEN DELIVERED AND IS FULLY INSTALLED AND WORKING PERFECTLY. I AUTHORIZE YOU TO PAY THE VENDOR AND COMMENCE THE LEASE.

X

Authorized Signature

Name and Title

Equipment Delivery Date

Lessor: ☐ Marlin Leasing Corporation
300 Fellowship Road • Mt. Laurel, NJ 08054
www.marlinleasing.com phone: 888-479-9111 • fax: 888-479-1100

or ☐ Marlin Business Bank
2795 E. Cottonwood Pkwy., Ste. 120 • Salt Lake City, UT 84121
phone: 801-453-1722

This addendum (the "Addendum") is incorporated into and a part that certain Equipment Lease Contract by and between the lessor identified above ("Lessor," "we," "us") and _____, a state or municipal governmental entity ("Lessee," "you," "your") executed by the Lessee on _____, _____, under which the Lessee will lease _____ from the Lessor. This Addendum and the Equipment Lease Contract together are one contract. This Addendum shall amend the Equipment Lease Contract to the extent, and only to the extent, that the terms of this Addendum are inconsistent with the terms of the Equipment Lease Contract. All other terms of the Equipment Lease Contract shall be and remain in full force and effect. In consideration of the Lessor's ("we") agreement to purchase the equipment and lease it to the Lessee ("you"), the Lessee agrees as follows:

- I. REPRESENTATIONS, COVENANTS AND WARRANTIES OF LESSEE.** You hereby represent, covenant and warrant to us as follows: (a) You are authorized under the Constitution and laws of the State to enter into this Lease (and the other agreements and documents relating to the Lease, hereinafter included in the definition of "Lease") and to perform all of your obligations hereunder and thereunder; (b) The officer of the Lessee entity who is executing the Lease and each Schedule has been duly authorized to execute and deliver same under the terms and provisions of a resolution of your governing body, or by other appropriate official action; (c) In authorizing and executing the Lease, you have complied with all public bidding, usury and other State and Federal laws applicable to the acquisition of the Equipment; (d) You have sufficient appropriations or other funds available to pay all amounts due under Lease for the applicable fiscal year; (e) The Equipment is essential to your proper, efficient and economic operation; (f) You have never terminated an equipment lease, lease-purchase or similar contract due to non-appropriation of funds or defaulted under the terms thereof.
- II. NON-APPROPRIATION OF FUNDS.** You believe that funds can and will be obtained in amounts sufficient to make all Lease Payments during the Lease term. You and your fiscal officer hereby covenant that you (the Lessee entity) and he/she will do all things within your and his/her power to obtain, maintain and properly request and pursue funds from which the lease payments and payments for other related charges, if any, may be made, specifically including in your annual budget requests amounts sufficient to make such payments for the full Lease term. You intend to make all such payments for the full Lease term if funds are legally available for that purpose. If your official governing body does not allot you funds for the succeeding fiscal year to continue such payments under the Lease, and you have no other available funds to continue making such payments under the Lease or to purchase, lease or rent other equipment or services to perform functions similar to those performed by the Equipment under this Lease, you may terminate the Lease at the end of the then current fiscal year, by giving ninety (90) days prior written notice to us, and enclosing therewith a sworn, notarized statement that the foregoing conditions exist. **The foregoing shall be the sole circumstance in which you will not be legally obligated to continue making such payments beyond the end of the then current fiscal year.** Upon the occurrence of this event, if any Lease is terminated by you in accordance with this paragraph, you agree (i) not to purchase, lease or rent personal property to perform the same or similar functions as, or functions taking the place of, those performed by the Equipment under this Lease, and (ii) not to permit such functions to be performed by your own employees or by any agency, contractor, service provider or other entity affiliated with or hired by you, for a period of three hundred sixty (360) days; provided, however, that these restrictions shall not be applicable in the event that the Equipment under this Lease is sold by us and the amount received from such sale, less all costs of such sale, is sufficient to pay the then balance otherwise then due from you under this Lease. If the application of these restrictions would affect the validity of this Lease, you agree to provide us with an opinion of your counsel relating to the circumstances of non-appropriation. Upon the occurrence of this event, you shall, at your cost and expense, both restore the Equipment to its original condition (excepting only reasonable wear and tear) and return it to us in accordance with the terms set forth in Section IV of this Addendum. Upon termination of the Lease by reason of non-appropriation of funds as provided herein, you shall not be responsible for the payment of any additional Lease Payments coming due with respect to succeeding fiscal years. However, (a) **you shall continue to remain responsible for the payment of all past due payments and other obligations that accrued under the Lease prior to the end of the 90-day notice period referred to above;** and (b) if you have not delivered possession of the Equipment to us at your expense and conveyed title to us or released your interest in the Equipment to us within ten (10) days after the termination of the applicable Lease, the termination shall nevertheless be effective, but you **shall be responsible for the payment of damages in an amount equal to the amount of the lease payments thereafter coming due under the Lease that are attributable to the number of days after such ten (10) day period during which you fail to take such actions, plus all other losses suffered by us as a result of your failure to take such actions as required.** Non-Appropriation under one Lease shall not affect the validity or enforceability or any other lease or contract between you and us.

III. TITLE TO EQUIPMENT. Notwithstanding any contrary terms set forth or implied in the "Equipment Lease Contract," during the term of the Lease, Lessor will hold title to the Equipment. Upon termination of the Lease by reason of your default or non-appropriation, title to the Equipment shall automatically remain with us and you shall have no further interest in the Equipment. To the extent allowed by law, we shall have and retain a security interest under the Uniform Commercial Code in the Equipment and the proceeds thereof in order to secure your payment of all payments due during the term of the Lease.

IV. RETURN OF EQUIPMENT. Notwithstanding any contrary terms set forth or implied in the "Equipment Lease Contract," upon the expiration or termination of the Lease in accordance with its terms prior to the payment of all lease payments and other amounts due to us hereunder, you shall return the Equipment to us in the same condition it was in as of the date it was delivered to you, excepting only reasonable wear and tear, in the following manner as may be specified by us in our sole discretion: (a) by delivering the Equipment at your cost and expense to such place within the State as we shall specify; or (b) by loading such portions of the Equipment as are considered movable at your cost and expense, on board such carrier as we shall specify and shipping the same, freight prepaid by you, to a place specified by us. If you refuse to return the Equipment in the manner designated above, we may repossess the Equipment and charge you with the costs of such repossession and/or pursue any other remedy provided to us in this Lease or under law.

V. OPTION TO PURCHASE. Notwithstanding any contrary term set forth or implied in the "Equipment Lease Contract" or any separate purchase option document executed by us, upon the expiration of the originally scheduled term of the Lease, provided you have made all scheduled payments to us, have not terminated the Lease by reason of non-appropriation or other reason, and are not then in default under the Lease, you shall have the option to purchase our interest in the Equipment for the purchase option price specified in such purchase option.

VI. FINANCIAL INFORMATION. During the term of this Lease, you annually shall provide us with current annual financial reports, budgets, proof of appropriation for the ensuing fiscal year and such other financial information relating to your ability and commitment to continue the Lease as may be requested by us.

Intending to be legally bound, the parties hereto have executed this Agreement effective as of the effective date of the Equipment Lease Contract.

LESSOR IDENTIFIED ABOVE

LESSEE: _____

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

M W Leasing, Inc.
2083 N. Collins Blvd., Suite 168
Richardson, TX 75080
(972) 680-1144
Fax (972) 680-9234
Email: michael@mwleasing.net

Memorandum

To: Bakahri Thornton, Lancaster Parks & Recreation
From: Michael Stulmaker, M W Leasing, Inc.
Re: Lease Proposal
Date: December 8, 2015

Based upon approved credit, we are prepared to offer a lease for the fitness equipment from CommFit/Stefani Shultz with the following terms:

Lease Program

Selling Price	\$87,795.80
Term	60 months @ \$1,667.00
Advance Payments	one payment
Purchase Option	\$1.00
Equipment	fitness equipment
Vendor:	Comm-Fit, L.P.
Vendor Quote Number:	AAAQ4213SS

Please sign below acknowledging your acceptance of the lease terms and fax this along with the completed, signed, and dated credit application to us at 972-680-9234. Please contact me with any questions at 972-680-1144. Thank you.

WE HEREBY AGREE TO THE ABOVE LEASE TERMS.

Lancaster Parks & Recreation

Authorized Signature

Date



4651 Sunbelt Dr., Addison, TX 75001

Phone: 972-620-7788

Fax: 972-620-7798

QUOTE

Number: AAAQ4213SS

Date: Oct 20, 2015

For questions, please call Stefani
your Sales Rep: 469-286-8128

Bill To:

Lancaster Parks & Recreation
Bakahri Thornton
1700 Veterans Memorial Parkway
Lancaster, TX 75134
United States of America
Phone (972) 218-3715
Fax

Ship To:

Lancaster Parks & Recreation
Bakahri Thornton
1700 Veterans Memorial Parkway
Lancaster, TX 75134
United States of America

Phone (972) 218-3715
Fax

Salesperson		P.O. Number	Installer	Terms	
Stefani			Comm-Fit Deliver	Net 30	
Line	Qty	Item Number	Description	Unit Price	Ext. Price
1	1	501A-GR	CYBEX SPARC (GRAPHITE/RED)	\$2,995.00	\$2,995.00
2	1	21000HVY	CYBEX PRESTIGE CHEST PRESS HEAVY STACK	\$3,940.00	\$3,940.00
3	1	20040	CYBEX EAGLE NX LEG PRESS	\$6,396.00	\$6,396.00
4	1	21010HVY	CYBEX PRESTIGE OVERHEAD PRESS HEAVY STACK	\$3,820.00	\$3,820.00
5	1	21110	CYBEX PRESTIGE FLY/REAR DELT	\$4,020.00	\$4,020.00
6	1	21051HVY	CYBEX PRESTIGE LEG EXTENSION W/ START RLD HEAVY STACK	\$3,900.00	\$3,900.00
7	1	21061HVY	CYBEX PRESTIGE SEATED LEG CURL W/ START RLD HEAVY STACK	\$3,860.00	\$3,860.00
8	1	13180	CYBEX VR1 HIP AB/AD	\$3,420.00	\$3,420.00
9	1	21020HVY	CYBEX PRESTIGE PULLDOWN HEAVY STACK	\$3,860.00	\$3,860.00
10	1	21170	CYBEX PRESTIGE GLUTE	\$3,700.00	\$3,700.00
11	1	21101	CYBEX PRESTIGE BACK EXTENSION W/ START RLD	\$3,620.00	\$3,620.00
12	1	21070	CYBEX PRESTIGE ARM CURL	\$3,300.00	\$3,300.00
13	1	21080	CYBEX PRESTIGE ARM EXTENSION	\$3,300.00	\$3,300.00
14	1	21090	CYBEX PRESTIGE ABDOMINAL	\$3,140.00	\$3,140.00
15	1	21190	CYBEX PRESTIGE TORSO ROTATION	\$3,844.00	\$3,844.00
16	1	18080	CYBEX BRAVO PRO WITH CHIN-UP	\$6,396.00	\$6,396.00
17	1	16211	CYBEX SEATED CALF	\$1,420.00	\$1,420.00
18	1	16131	CYBEX SCOTT CURL	\$796.00	\$796.00
19	2	16001	CYBEX ADJUSTABLE 10 DEG TO 80 DEG BENCH	\$599.00	\$1,198.00
20	1	16171	CYBEX BENT LEG AB BOARD	\$1,418.00	\$1,418.00
21	1	16121	CYBEX SMITH PRESS - FIXED BVAR (COUNTERBALANCED, 7' HEIGHT)	\$3,299.00	\$3,299.00

Continued On Next Page ...

PRICES SUBJECT TO CHANGE. SPECIAL ORDER PRODUCTS REQUIRE MINIMUM 50% DEPOSIT, BALANCE UPON DELIVERY. CANCELATIONS SHALL BE SUBJECT TO A 20% RESTOCKING FEE AND FORFEITURE OF DEPOSIT. ALL EQUIPMENT COVERED BY MANUFACTURER'S WARRANTY AND SERVICED BY COMM-FIT. PROPERTY REMAINS COMM-FIT'S UNTIL PAID IN FULL. STANDARD LEAD TIMES: CARDIO 3 TO 5 WEEKS; STRENGTH 6 TO 8 WEEKS. CUSTOMER RESPONSIBLE FOR PROPER ELECTRICAL REQUIREMENTS.

Line	Qty	Item Number	Description	Unit Price	Ext. Price
22	1	5007-3	69" 3-TIER DB RACK - TRAY STYLE (69" TRAYS)	\$746.00	\$746.00
23	1	109100-500	OCTANE XT-ONE W/ STANDARD CONSOLE	\$4,700.00	\$4,700.00
24	1	2712-US	CONCEPT 2 MODEL D INDOOR ROWER W/PM5 BLACK	\$850.00	\$850.00
25	1	TSD-005-050R	12-Sided Rubber Encased Dumbbell 5-50 Lb Set	\$1,171.00	\$1,171.00
26	2	TSD-055R	55 Lbs.12-Sided Rubber Encased Dumbbell	\$105.00	\$210.00
27	2	TSD-060R	60 Lbs.12-Sided Rubber Encased Dumbbell	\$116.00	\$232.00
28	2	TSD-065R	65 Lbs.12-Sided Rubber Encased Dumbbell	\$125.00	\$250.00
29	2	TSD-070R	70 Lbs.12-Sided Rubber Encased Dumbbell	\$135.00	\$270.00
30	2	TSD-075R	75 Lbs.12-Sided Rubber Encased Dumbbell	\$145.00	\$290.00
31	6	GO-002R	2.5 Lb. Rubber Encased Grip Plate Does Not Have Grips)	\$4.80	\$28.80
32	10	GO-005R	5 Lb. Rubber Encased Grip Plate Does Not Have Grips)	\$9.50	\$95.00
33	10	GO-010R	10 Lb. Rubber Encased Grip Plate Does Not Have Grips)	\$19.00	\$190.00
34	4	GO-035R	35 Lb. Rubber Encased Grip Plate	\$67.00	\$268.00
35	10	GO-025R	25 Lb. Rubber Encased Grip Plate	\$48.00	\$480.00
36	10	GO-045R	45 Lb. Rubber Encased Grip Plate	\$87.00	\$870.00
37	1	AOMC	2" Muscle Clamp Collar (pair)	\$36.00	\$36.00
38	1	TOZ-47	International Style Ez Curl Bar - Chrome.	\$99.00	\$99.00
39	1	WBH-TV-S/I	TV PLUG & PLAY: WALL MOUNTED KIOSK, 70" TV W/ SOUND BAR, SHIPPING, & INSTALLATION	\$8,133.00	\$8,133.00
40	1	WBH-V012	WELLBEATS 12" POWERED SPEAKER UPGRADE (2 SPEAKERS)	\$300.00	\$300.00
41	1	WBH-TV-80	WELLBEATS 80" TV	\$1,000.00	\$1,000.00
42	1	DEL	INSTALLATION AND DELIVERY	\$2,500.00	\$2,500.00
43	1	FREIGHT	FREIGHT	\$3,435.00	\$3,435.00
44	1	TRADEIN	TRADE IN ALLOWANCE	-\$10,000.00	-\$10,000.00

BUYBOARD #413-12

50% Deposit / 50% Upon Delivery unless otherwise agreed upon.

Signature _____

Date _____

Please sign and email to stefani@comm-fit.com or fax back to 972-620-7798.
 Electrical Req: 110v/120v 20 amp Dedicated Outlet & 5-20R Nema Receptacle (Treadmills),
 Self-Powered (Ellipticals & Bikes)

Check Number: _____

Date Received: _____

SubTotal	\$87,795.80
Tax	\$0.00
Total	\$87,795.80

Deposit Amount	\$0.00
Amount Due	\$87,795.80

PRICES SUBJECT TO CHANGE. SPECIAL ORDER PRODUCTS REQUIRE MINIMUM 50% DEPOSIT, BALANCE UPON DELIVERY. CANCELATIONS SHALL BE SUBJECT TO A 20% RESTOCKING FEE AND FORFEITURE OF DEPOSIT. ALL EQUIPMENT COVERED BY MANUFACTURER'S WARRANTY AND SERVICED BY COMM-FIT. PROPERTY REMAINS COMM-FIT'S UNTIL PAID IN FULL. STANDARD LEAD TIMES: CARDIO 3 TO 5 WEEKS; STRENGTH 6 TO 8 WEEKS. CUSTOMER RESPONSIBLE FOR PROPER ELECTRICAL REQUIREMENTS.

LANCASTER CITY COUNCIL

Agenda Communication

December 14, 2015

Consider a resolution authorizing the purchase of outdoor restroom facilities at Bear Creek Nature Park from Restroom Facilities Limited (RFL), A Corworth Company through an Interlocal Agreement with BUYBOARD (CONTRACT 42313) in an amount not to exceed \$103, 414.90 authorizing the City Manager to execute the agreement pursuant to approval; repealing all resolutions in conflict; providing a severability clause; and providing an effective date.

This request supports the City Council 2014-2015/ 2015 - 2016 Policy Agenda.

Goal: Healthy, Safe & Vibrant Community

Background

As a part of the FY 2015 Strategic Planning session, the Lancaster City Council unanimously voted to have permanent outdoor restrooms installed at Bear Creek Nature Park in an effort to increase participation and provide outdoor recreation opportunities to the citizens of Lancaster.

Developed in 2006, Bear Creek Nature Park features ponds and creeks among its 189 acres of wooded terrain, and offers fishing, hiking, equestrian trails, nature trails, and a picnic pavilion. Other features include a butterfly garden, climbing rock, outdoor classrooms, fishing pier and open space for the outdoor enthusiast.

Annually, Bear Creek Nature Park hosts numerous special events, programs and facility reservations to include overnight family campouts, trail rides, Earth Day Celebrations, nature walks and various volunteer opportunities.

Considerations

- **Operational** – Approval of this purchase will increase the attractiveness and usability of the park along with potential increased revenue generation through facility reservations and rentals.
- **Legal** – The City maintains an executed Interlocal Agreement with BuyBoard, a cooperative agency. Texas law authorizes cooperative agreements to help save time in developing specifications and duplication during the bid process.
- **Financial** – This purchase is funded through the Capital Improvement Project Funds. Funds will be committed at the issuance of the purchase order.
- **Public Information** – This item is being considered at a meeting of the City Council noticed in accordance with the Texas Open Meeting Act.

Options/Alternatives

1. Council may approve the purchase as requested.
2. Council may reject the purchase and direct staff.

Recommendation

Staff recommends the purchase of outdoor restrooms from Restroom Facilities Limited (RFL) in an amount not to exceed \$103, 414.90.

Attachments

- Resolution
 - BuyBoard Quote
 - Building Specs
 - Building Schematic
-

Submitted by:

Sean Johnson, Managing Director Quality of Life & Cultural Services

RESOLUTION NO.

CONSIDER A RESOLUTION AUTHORIZING THE PURCHASE OF OUTDOOR RESTROOM FACILITIES AT BEAR CREEK NATURE PARK FROM RESTROOM FACILITIES LIMITED (RFL), A CORWORTH COMPANY THROUGH AN INTERLOCAL AGREEMENT WITH BUYBOARD (CONTRACT #42313) IN AN AMOUNT NOT TO EXCEED \$103,414.90 AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT PURSUANT TO APPROVAL; REPEALING ALL RESOLUTIONS IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council desires to purchase outdoor restrooms and utilize the BuyBoard's Interlocal contract with Restroom Facilities Limited.

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

SECTION 1. The City Council approves the purchase of outdoor restrooms from Restrooms Facilities Limited through an Interlocal Agreement with Buyboard in the amount not to exceed \$103,414.90, a copy of which is attached hereto and incorporated herein as Exhibit A.

SECTION 2. The City Manager or designee is authorized to issue a purchase order.

SECTION 3. Any prior Resolution of the City Council in conflict with the provisions contained in this Resolution are hereby repealed and revoked.

SECTION 4. 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 5. This Resolution shall take effect immediately from and after its passage, and it is duly resolved.

DULY PASSED and approved by the City Council of the City of Lancaster, Texas, on this the 14th day of December, 2015.

ATTEST:

APPROVED:

Sorangel O. Arenas, City Secretary

Marcus E. Knight, Mayor

APPROVED AS TO FORM:

Robert E. Hager, City Attorney

TURNKEY QUOTATION

PROJECT NAME: BEAR CREEK NATURE PARK
OWNER: CITY OF LANCASTER, TEXAS
DATE: 12/05/2015

Restroom Facilities Limited (RFL), the Nation's leading specialized restroom design/build firm since 1988, offers to furnish and install, per plans and specifications, subject to our attached Scope of Work, and the Standard Terms and Conditions of Sale, which become part of our offer to sell.

BUYBOARD CONTRACT 423-13

RFL BASE MODEL #	AB312	@	\$ 87,714.90
INSTALL		@	\$ 7,200.00
TOTAL WITH BUYBOARD DISCOUNT		@	\$ 94,914.90
FREIGHT AND CRANE		@	\$ 8,500.00
TOTAL BUYBOARD W/ FREIGHT AND CRANE		@	\$103,414.90

Note: You must itemize your purchasing document as shown in this quote.

Payment terms: 50% installment with order; 40% in progress billings during construction; and balance of 10% upon completion of delivery and installation, no retention. Payment of 90% must be received by RFL prior to scheduling of delivery and installation. Thank you for considering RFL as your restroom specialist for this project.

HOW WE WORK

Once plans have been approved and engineer stamped, the manufacturing process begins. Typically, the construction time frame is approximately 90-120 days and begins with execution of sales order and receipt of approved submittals, color selections and progress payments. In-plant inspection reports and certifications will be provided by an independent inspection agency. The client must prepare the site in accordance with the "Scope of Work by Client" attached and coordinate any required on site inspections. After the site prep has been completed, our crew arrives to perform the installation. They will verify elevation, offsets, location, and access.

Exclusions:

- A. Sidewalks beyond building slab.
- B. Site issues beyond the control of RFL.

____Initial ____Initial

Page 1 of 8

- C. Damage to existing improvements.
- D. Protection of existing utilities, landscaping, and improvements.
- E. If required per geotech report, footing, piers, and/or select fill labor and materials to be provided by others.
- F. Excavation and backfill.

CLIENT'S SCOPE OF WORK

TURNKEY INSTALLATION OF RESTROOM BUILDING WITH ATTACHED SLAB

1. SURVEY STAKES:

Provide ten foot offset stakes and locate front corners of building, existing utilities, and inverts within the area of construction. Locate and mark final slab elevation.

2. SUBGRADE PAD:

Preparing the site is fairly simple. Detailed instructions to prepare the building site are as follows:

- 2.1. Excavate down ten inches below the finish floor elevation (the slab is eight inches thick on top of a two inch sand bed).
- 2.2. If soils are poor, it may be necessary to import six inches of Class II base rock, and pour for a footing and/or piers. (This is not necessary if native soils will compact)
- 2.3. Compact to 95%, or to local code requirement.
- 2.4. Compact one foot over in all directions (over build).
- 2.5. Supply approximately five cubic yards of clean sand, on side of site, for fine grading.
- 2.6. Excavate and backfill trenches up to and within building pad for RFL supplied underground utility service kits.
- 2.7. Provide water and inspection for RFL supplied underground sewer kit.
- 2.8. Depending on weather, all irrigation should be turned off prior to delivery to allow the surrounding soils to dry and bear the weight of the truck and crane.
- 2.9. Check corner locations against plans for proper sizing.
- 2.10. Verify finish floor elevation for concrete slab (shipped fully attached to the building.)
- 2.11. Excavate one foot perimeter footing if required by local code to specified depth.

3. SITE ACCESS AND STORAGE:

Provide suitable safe clear access to allow a crane (up to 110 tons), and the building on a semi-trailer (up to 40 tons) to reach site (14' width, 70' length, and 14' in height). If path to site is over existing utilities, sidewalks, or other damageable areas, proper marking, plating or other appropriate protection must be provided by CLIENT. CLIENT is responsible for removing any overhead obstructions (i.e. power lines, trees). This proposal provides for a 110 ton crane with access to within 25' of the building pad. The proposal is based on four (4) hours of crane time. If access is limited a larger crane may

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1707 Colt Circle, Marble Falls, Texas 78654 ● Phone: 512.222.5454 ● www.restroomfacilities.com

be required. All additional crane costs shall be borne by the CLIENT. A direct route to the project site is assumed. Should routes be altered due to road closures or restrictions, additional fees may apply.

4. UTILITIES:

Bring water, sewer, and power (if applicable) utilities into point of connection Christy boxes (supplied by RFL), within six feet of the building line at the location shown on our plan.

- 4.1. Water: RFL will furnish and install a water point of connection (isolation valve), from mechanical chase to a Christy box six feet from the building line. CLIENT must connect service to valve.
- 4.2. Sewer: RFL will furnish and install a sewer point of connection from mechanical chase to a Christy box six feet from the building line. CLIENT must connect service.
- 4.3. Electrical: (when this option is chosen) RFL will furnish and install a PVC conduit and a Christy box to the point of connection six feet from the building line. CLIENT to pull the electrical service line through the conduit and connect to the main panel lugs inside the building. All electrical inside the building will be furnished and installed by RFL, except as noted above in exclusions.
- 4.4. If the utilities are not available when we depart the site, testing and minor leaks will be the responsibility of the CLIENT.
- 4.5. A minimum 1½" line with 25 gpm at 60 psi pressure minimum is required to ensure that water closets will operate as designed. If this is not available an auxiliary holding tank may be required.

5. SPECIAL CONDITIONS AND COSTS:

If specifications by owner require any testing or special inspections, costs, if any, shall be borne by CLIENT.

6. PERMITS AND FEES:

All building permits and fees shall be borne by CLIENT.

7. INSPECTIONS:

It is very important that the CLIENT understand that our costs are based upon fast track construction and that delays for inspection are an impediment to the timely completion of the project. We seek the full cooperation of the CLIENT and local building officials or project inspectors in accomplishing this end. We require that all inspections be scheduled with adequate notice to ensure that the underground plumbing and electrical work is approved prior to placement of building. We require that final inspection and acceptance by owner and building officials be performed immediately following RFL's completion of installation. We also require final inspection and acceptance immediately following RFL's conclusion of any correction items.

8. SITE CLEANUP AND DEBRIS REMOVAL:

CLIENT shall provide an on-site trash bin for disposal of one pick up load of debris. All excess spoils shall be responsibility of CLIENT. All rough and final grading shall be by CLIENT.

9. SOILS INFORMATION:

Even though the building department may not require an official soils report, it is always a good idea to obtain one. Our slab requires a minimum allowable soil bearing pressure of 1,000 psf. This value needs to be confirmed, on site, by the owner, or through the owner's contractor, and not by RFL. The need to obtain a soils report is only a recommendation by RFL. Ultimately, it is up to the owner and the local jurisdiction to decide whether or not to pursue evaluating the soils beyond the generally conservative assumptions given in current applicable codes.

STANDARD TERMS AND CONDITIONS OF SALE

1. LINKAGE:

These Terms and Conditions of Sale shall apply and form a part of the Company's Offer to Sell and supersede all other expressed or implied terms and be linked to our Agreement for work whether or not signed by the Purchaser.

2. ACCEPTANCE:

Unless otherwise expressly stated herein, the Company's Offer supersedes all previous quotations and expires, unless accepted by purchaser, within thirty (30) days from date of Offer. None of the Terms and Conditions contained in this quotation may be added to, modified, superseded or otherwise altered except by a written instrument signed by the President of the Company. Each shipment to buyer from the Company shall be deemed to be only under these Terms and Conditions of Sale, which shall become part of our Offer to Sell, notwithstanding any Terms and Conditions that may be contained in any purchase order or other form of the buyer, notwithstanding the shipment, acceptance of payment or similar act of the Company. All Purchase Orders when accepted by the Company at 1707 Colt Circle, Marble Falls, Texas 78654, will be in accordance with the Laws of the State of Texas. All orders are subject to review by the Company in accordance with the Company's Offer to Sell before final acceptance is authorized. All disputes shall be governed by applicable Texas Law and all claims shall be filed and litigated in Burnet County, Texas, with the prevailing party recovering attorney's fees.

3. PRICES:

Sales tax is not required provided the structure is installed by RFL. All Use taxes, and applicable in plant taxes, permits and fees are paid for by RFL. If payment is not made by client in accordance with the Contract Terms, interest will be charged at the rate of 1-1/2% (one and one-half percent) per month until paid. If an order is accepted by the

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Company, and a delivery date is accepted by the Client, and delivery is delayed by the Client, payment of all but 10% is due upon completion at the Point of Manufacture. A 1-1/2% (one and one-half percent) per month added fee shall be due for each month the shipment is delayed.

4. **TERMINATION:**

Purchaser shall be responsible for costs of work performed which will include overhead and profit. Contract may not be cancelled once production has commenced.

5. **TITLE AND LIEN RIGHTS:**

All Products remain the personal property of the Company, whether or not affixed to any other real property or structure, until the price (including any notes given therefore) of the equipment has been fully paid in cash. The Company shall, in the event of the purchaser's default, have the right to enter upon any premises and repossess such structures and equipment wherever it may be located.

6. **LACHES:**

Failure of the Company to exercise any right or remedy under this contract shall not be deemed a waiver of such right, nor shall any lien or other right of the Company be lost or impaired by laches or in any manner or by any act or failure to act.

7. **LIMITATION OF LIABILITY:**

Under no circumstances, unless stated in our Offer to Sell or bid, shall the Company have any liability for liquidated damages, for collateral, consequential special damages, loss of profits, loss of production, delay in the progress of construction, whether resulting from delays in delivery, performance, breach of warranty, due to lack of timely performance in reviewing and approving shop drawings, completing site preparation or lack of payment in accordance with the terms set forth herein. The aggregate total liability of the Company under the contract, whether for breach of warranty or otherwise shall in no event exceed the contract price. Buyer agrees to indemnify and holds harmless the Company from all claims by third parties which extend beyond the foregoing limitations on the Company's liability.

8. **DELIVERY:**

Except as may be otherwise specified in the attached Offer, delivery will be F.O.B. point of manufacture. Time of delivery is an estimate only. The Company shall in no event be liable for delays caused by fires, acts of God, strikes, labor difficulties, acts of Government or military, delays in transportation or procurement of materials or causes of any kind beyond the Company's immediate control. If building is ready for shipment and Customer delays said shipment, Company shall store the facility at the point of manufacturing and charge 1-1/2% (one and one-half percent) per month as a storage charge. If shipment arrives and site is not ready, Owner shall pay any off-site storage fees as applicable.

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9. **WARRANTY:**

All Products produced by the company are warranted to the purchaser to be free from defects in material, workmanship and title. The Company will replace or repair, at its option, defects in workmanship or any part which is proven defective within one year from delivery. This warranty applies only where the Company has been notified in writing of the defect within the warranty period and where any equipment has been properly operated and maintained in accordance with the Company's instructions: the Company having no responsibility for abuse, neglect or improper storage. Should any issues arise where additional work must be performed RFL retains the right to perform this work at the earliest opportunity. Should it be necessary to have this work performed by others due to the nature of the work or a conflict in scheduling, RFL must be notified 48 hours in advance in writing and given the opportunity to perform said work. Should it be necessary to have this work performed by others a written estimate must be approved by RFL in advance of any work being undertaken. The Company assigns any and all warranties for fixtures, appliances, and other equipment manufactured by others to said other manufacturer. Due to its nature, concrete is prone to settling and cracking. Minor cracking in the concrete is normal and is not the responsibility of RFL. We use high quality 304 stainless steel in our products and under certain conditions and/or improper maintenance stainless steel may rust. Minor rust spots or discoloration are not the responsibility of RFL. The foregoing shall constitute the said liability of the Company and the sole remedy to the purchaser. Company's warranties as set forth in this paragraph are exclusive and are in lieu of, and purchaser hereby waives all other warranties, expressed or implied, including without limitation, any implied warranties or merchantability and fitness. This warranty shall be void if payment in full for the project is not received by the Company in accordance with these Terms and Conditions of Sale.

10. **CREDIT:**

(Deposit and Progress Payments)

11. **MUNICIPAL AND FEDERAL GOVERNMENT AGENCIES:**

Orders may require deposits or progress payments. If buyer's financial situation justifies such action, the Company may at its election require payment in advance or cancel the order as to any unshipped item and require payment of its reasonable cancellation charges. If the buyer delays completion of manufacture or a delay in shipment, the Company shall require payment according to the percentage of completion. In the event of the default of the buyer, the Company is entitled to the full amount due including reasonable attorneys fees, costs, storage, expenses of physical recovery, and interest at 1-1/2% (one and one-half percent) per month.

12. **CLIENTS AND NON-GOVERNMENT AGENCIES:**

Orders may require deposits or advance payment as well as progress payments subject to the buyer's credit worthiness in accordance with the Company's applicable credit

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policies. Breach of any payment terms shall accelerate full payment which shall be due the balance of the contract amount including change orders.

____Initial ____Initial

Restroom Facilities Limited

John Putman, President

Date

Client Name

Name and Title

Date

Initial

Initial

Page 8 of 8

BEAR CREEK NATURE PARK
CITY OF LANCASTER, TEXAS
RFL MODEL # AB312DF



1. FLOOR / FOUNDATION

- 1.1. The floor/foundation for the modular restroom shall be a prefabricated 8-inch thick monolithic 5,000psi concrete mat slab shipped integral with the restroom building. The slab reinforcing shall be #3 and #5 grade 60 deformed rebar, placed and tied per the structural engineered drawings continuously throughout. #3 grade 60 vertical rebar for CMU walls shall be incorporated into the slab reinforcing rebar to a minimum length of 18", bent to vertical 90 degrees and extended above the concrete slab a minimum of 24". Doweling of the vertical CMU reinforcing steel into the mat slab is not permitted. The slab shall be designed to allow relocation of the slab and building intact at any future date with built-in lifting hardware.
- 1.2. Concrete shall cure for a minimum of 14 days before moving and have a minimum 28-day compressive strength of 5,000 psi.
- 1.3. The floor/foundation shall contain a concrete encased electrode consisting of 20' of bare copper conductor (No. 4 AWG) located near the bottom of the foundation, and encased in a minimum of 2" of concrete. Stub the ground conductor up through the foundation near the panel board location.
- 1.4. A 6-mil thick vapor and moisture barrier shall be placed on the leveled building pad prior to setting of the building. Barrier shall extend at least 12" beyond building footprint.

2. WALL SYSTEMS

- 2.1. Walls to 7'-4" above finish floor (AFF) shall be hollow load-bearing concrete masonry units and shall conform to UBC Standard 21-4, Grade N, and ASTM C-90. All units shall be medium weight. Wall system to be solid grout filled and to receive steel reinforcement throughout.
- 2.2. Walls above 7'4" shall be framed with 2x kiln dried, #2 or better, SPF at 16" on center, nominal. Framing to be coated with Eco Red Shield preservative which is a proprietary broad spectrum anti-fungal, mold and termite blend with fire inhibiting chemicals. Red Shield is an approved product treatment through testing in accordance with ICC-ES Acceptance Criteria AC433 demonstrating full compliance as stated with an Engineering Services Report (ESR-3255). Wall system shall be anchored to block wall with 5/8" diameter all-thread 16" minimum into block.

3. INTERIOR FINISHES

- 3.1. Restroom and chase floor to receive a light broom finish with no more than a 0.60 coefficient of friction. To receive a high solids, non-yellowing curing and sealing compound.

- 3.2. Restroom walls to 7'-4" AFF to be CMU block, precision finish. To receive one coat of prime & fill acrylic block filler, one coat of 100% acrylic primer and two finish coats of 100% acrylic semi-gloss enamel paint. Color to be White.
- 3.3. Chase walls to 7'-4" AFF to be CMU block, precision finish. To receive one coat of 100% acrylic primer. Color to be Gray.
- 3.4. Chase walls above 7'-4" to be open framing. To receive one coat of 100% acrylic primer. Color to be white.
- 3.5. Restroom walls above 7'-4" to be Class "A" rated fiberglass reinforced concrete (FRC) panels. Panels to be blind fastened, filled and sanded, with a light texture finish. To receive one coat of 100% acrylic primer and two finish coats of 100% acrylic semi-gloss enamel paint. Color of paint to be White.
- 3.6. Ceilings to be exposed plank and beam. To receive two coats of Superdeck stain or equal, color to be Redwood.

4. DOORS

- 4.1. Restroom and Chase doors to be 1¾" thick, full-flush, 16-gauge steel face with stiffening ribs. Door jambs shall be 16-gauge steel. Doors and jambs to receive one coat of DTM acrylic urethane Gray primer and two coats of DTM acrylic urethane tint base. Owner to make color selection from manufacturer's provided color chart.
- 4.2. Hinges for all pass-through doors to receive Roton continuous geared fully concealed leaf to ANSI/BHMA A156.26, aluminum; manufactured of 3 interlocking aluminum extrusions. (2 hinge leafs and 1 cover channel), door leaf and jamb leaf geared together for entire hinge length and joined by cover channel.
- 4.3. Door hardware is as follows (or equal):

Restroom Doors –

Roton 780-224HD hinge
 Schlage B662 deadbolt, key/key
 Ives 8111-5 Pull Handle
 LCN 1461 CUSH door closer
 Ives 8400, 10" high stainless steel kick plate (inside only)

Chase Door –

Roton 780-224HD hinge
 Schlage B660P deadbolt, key/thumb turn
 Ives 8111-5 Pull handle
 Wright Door Retainer chain stop

5. ROOF

- 5.1. Roof structure to be 2x6 v-joint, tongue and groove, kiln dried #2 or better SPF decking over 4x6 kiln dried #2 or better SPF rafters at 48" on center, nominal. Blocking with vent holes between rafters at exterior walls. Rafter to ridge connection via Simpson U26 or equal hangers. There shall be no roof penetrations except that of utilities.
- 5.2. Roof finish to be Owens Corning Oakridge Pro 40 Shadow 40-year fiberglass shingles over 30lb. felt. Owner to make color selection from manufacturer's provided color chart.
- 5.3. Rake and fascia to be kiln dried Red Shield clear coated 2x SPF. To one coat of 100% acrylic primer and two finish coats of 100% acrylic semi-gloss enamel paint. Owner to make color selection from manufacturer's provided color chart.

6. EXTERIOR FINISHES

- 6.1. Exterior of block to be split face. To receive one coat of prime & fill acrylic block filler, one coat of 100% acrylic primer and two finish coats of 100% acrylic semi-gloss enamel paint. Owner to make color selection from manufacturer's provided color chart.
- 6.2. Exterior finish above 7'-4" to be James Hardie Hardiplank® or equal fiber reinforced cement horizontal lap siding, 7" weather. To receive one coat of 100% acrylic primer and two finish coats of 100% acrylic semi-gloss enamel paint. Owner to make color selection from manufacturer's provided color chart.

7. VENTILATION

- 7.1. Vent screens shall be 1/8" thick 9-gauge expanded 3/4"x1 1/4", type #304 stainless steel, in a flattened de-burred pattern.

8. ACCESSORIES AND SIGNAGE

- 8.1. All wall mounted toilet accessories to be installed with stainless steel tamper-resistant screws.
- 8.2. Toilet partitions to be 1" high-density polyethylene plastic (HDPE). Partitions to receive custom stainless steel pilasters and mounting hardware. Color of partitions and doors to be selected by owner from provided manufacturer's color chart. Each toilet stall door to receive one (1) Bobrick B-212 coat hook or equal.
- 8.3. Each toilet stall door to receive one (1) Bobrick B-212 coat hook or equal.
- 8.4. Accessories are as follows (or equal):

36" Stainless Steel Grab Bar	Bobrick B6806.36
48" Stainless Steel Grab Bar	Bobrick B6806.48
Stainless Steel 3-Roll TP holder	Royce Rolls TP-3
- 8.5. Signage to be in compliance with ADA for restroom entrances.

9. PLUMBING

- 9.1. Plumbing drain, waste, and vent piping shall be schedule 40 PVC with solvent welded connections. All vents through the roof shall be cast iron and capped.
- 9.2. Water lines shall be Type L copper above ground and Type K copper below ground. Water supply in building shall have a built-in valve combo including a pressure-reducing valve to 125 psi, an in-line 10-micron filter, and two 125 psi pressure gauges.
- 9.3. Incoming water service shall be a 1-1/2" line, 50 gpm and 60psi minimums.
- 9.4. Each fixture shall be isolated with a ball valve or plumbing fixture flush valve. All flush valves and P-traps shall be concealed in chase.
- 9.5. Plumbing fixtures shall be vitreous china as follows (or equal):

Water Closet	Kohler 4323
Flush Valve	Zurn Z-6144-WS1-9L-L3

Urinal	Kohler 4960-ER
Flush Valve	Zurn Z-6195-WS1-9L-L3

Lavatory	Kohler 2031
Metering Faucet	Chicago 333-665PSHCP

- 9.6. A single hose bibb shall be in the plumbing chase and shall be installed with a vacuum breaker, to code. Hose bibb to be Woodford 24 - 3/4" or equal.
- 9.7. Floors shall drain to an integral floor drain with trap primers.
- 9.8. A commercial grade hose reel with 75' of hose shall be installed in the Chase for spray down cleaning of restrooms.
- 9.9. A 20 gallon 120V, tank type water heater and mixing valve to be located in chase to provide tempered water to the lavatories.
- 9.10. Drinking fountain, shall be a Haws Model #1119, Hi-Lo, ADA Compliant, stainless steel, wall hung.

10. ELECTRICAL

- 10.1. Building shall have a 125 amp, 120/240V, 1-phase, 3-wire, 12-pole, NEMA type 1 load center with snap-in breakers. Panel to be a Cutler Hammer CH12B125B or equal.
- 10.2. Restroom lights shall be 18 watt LED or equal Color of housing to be White.

- 10.3. Restroom lights to be controlled by a Leviton ODS15-IDW or equal motion sensor mounted to wall and inside a custom manufactured wire cage for vandal resistance. Color to be White.
- 10.4. Exterior light(s) shall be 18 watt LED or equal. Color of housing to be Dark Bronze.
- 10.5. Exterior light(s) shall be controlled by an Tork 3000 photo cell.
- 10.6. Chase light shall be a LED tube light and controlled by a single pole, 20 amp, toggle switch.
- 10.7. Each restroom shall receive one high speed, energy efficient, ADA compliant, vandal resistant World Slimdri hand dryer with built in automatic activation. Color to be white.
- 10.8. Building shall have one Leviton 7899W or equal, 20 amp, 125 volt, GFI duplex receptacle located in chase. Color of cover plate to be White.
- 10.9. Building to be grounded per local code.

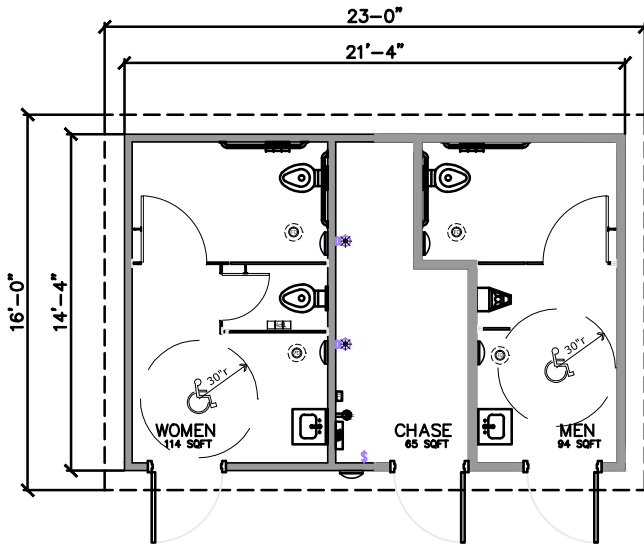
11. EXTERNAL UTILITY CONNECTIONS

- 11.1. All utilities (water, sewer and electrical) shall be stubbed to 6' outside building line, and be terminated in concrete ground boxes properly marked sewer, water and electrical.
- 11.2. Flexible Connections: Due to a chance of total and differential settlements, flexible utility connections will be necessary. Ball joints, and sleeve-type or other flexible couplings shall be used when connecting existing utility stub-outs to the building system, as required

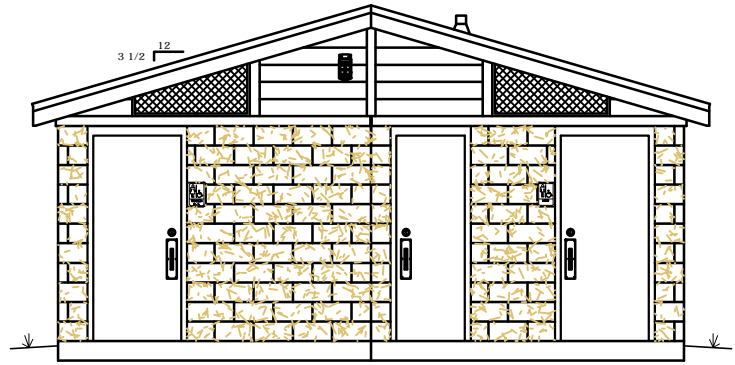


Restroom Facilities Ltd.

A CorWorth Company



FLOOR PLAN



FRONT ELEVATION

B312

This multi-user restroom is painted CMU and contains 3 toilets,
1 urinal, and 2 lavatories with a mechanical chase.

***We can match any architectural design**

Standards

Exterior Finishes:

8" Slab Wood Frame
- Lap Siding
8" Slab, CMU Block
- Painted Split Face Block
ADA Compliant Signage

Roof:

Wood Frame Roof
Composition Shingles

Lights:

LED Lights

Door:

18 Gauge Metal Door

Interior Finishes:

Vitreous China
Hand Dryers
- ADA Compliance
- Wall Hung
Grab Bars
- ADA Compliance
TP Holder
- 3 Roll

ÿ Storage

ÿ Concession I II III

ÿ Shower Room

ÿ Covered Entry

ÿ Privacy Walls

ÿ Irrigation / Pump / Pool

ÿ Recreation Room

- Birthday Parties

ÿ Sales Shop

- Skate Park
- Dog Park
- Swimming Pool

ÿ Laundry Room

- Campgrounds
- R.V. Park

Upgrades

Exterior Finishes:

ÿ Board & Batten
ÿ Stucco
ÿ Corrugated Metal
ÿ Masonry Veneer
- Brick
- Block
- Cultured Stone
ÿ Colored Block

Roof:

ÿ Metal Roof
ÿ Tile Roof
- Clay
- Concrete
ÿ Steel Frame w/ Hardy Board

Louvers:

ÿ Custom Translucent
- Patent Pending

Door:

ÿ 14 Gauge Metal Door
ÿ 16 Gauge Metal Door

Anti Graffiti Coating:

ÿ Hi-Build Glazed

Lights:

ÿ High Impact, Vandal
Resistant

Interior Finishes:

ÿ Stainless Steel Fixtures
ÿ Waterless Fixtures
ÿ Sensor Flush Valve
ÿ Epoxy Floor Coating
ÿ Colored CMU Block
ÿ CMS
- Automatic door locks
- Light controls
- Remote water shutoff

***All upgrades/options can significantly change price and delivery date**

LANCASTER CITY COUNCIL

Agenda Communication

December 14, 2015

Discuss and consider a resolution awarding Bid (2015-3) to Tiseo Paving Company in an amount not to exceed \$5,299,394.15 for the reconstruction and water/wastewater improvements to Danieldale Road.

This request supports the City Council 2015-2016 Policy Agenda.

Goal: Sound Infrastructure

Background

The City acquired federal grant funds managed by the Texas Department of Transportation (TxDOT) and the North Central Texas Council of Governments (NCTCOG) for the reconstruction of Danieldale Road from IH-35E to Houston School Road, water and wastewater improvements, and a traffic signal at the intersection of Danieldale Road at Houston School Road.

Considerations

- **Operational** –The project includes the reconstruction of Danieldale Road from IH-35E to Houston School Road, water and wastewater improvements, and a traffic signal at the intersection of Danieldale Road at Houston School Road.
- **Legal** – This bid was processed in accordance with all local and state purchasing statutes.
- **Financial** – The total project cost is \$7,961,250.19 of which the City of Lancaster share is \$5,299,394.15. The funding sources include 2010 General Obligation Bonds – Fund 44 and 2015 General Obligation Bonds – Fund 70.
- **Public Information** – Bids were posted on the City's electronic procurement system and advertised in the Focus Daily News on June 25 and June 28, 2015. Bids were publically opened on July 9, 2015. This item is being considered at a meeting of the City Council noticed in accordance with the Texas Open Meetings Act.

Options/Alternatives

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

Recommendation

Staff recommends approving the resolution as presented.

Attachments

- Resolution
 - Contract Agreement
 - Bid Proposal
 - Tab sheet
-

Submitted by:

Alton Dixon, Purchasing Agent
Dipak Patel, Engineering Project Manager

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LANCASTER, TEXAS, AUTHORIZING THE AWARD OF BID #2015-3 FOR THE RECONSTRUCTION OF DANIELDALE ROAD AND WATER/WASTEWATER LINE IMPROVEMENTS BY AND BETWEEN TISEO PAVING COMPANY AND THE CITY OF LANCASTER FOR AN AMOUNT NOT TO EXCEED \$5,299,394.15; AUTHORIZING THE CITY MANAGER TO EXECUTE SAID AGREEMENTS; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Lancaster desires to obtain construction services; and

WHEREAS, the City Council of the City of Lancaster finds that it is in the best interest of the City to contract for construction services;

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

SECTION 1. That the City Council hereby, authorizes the award of bid 2015-3 for construction service in an amount not to exceed five million, two hundred and ninety nine dollars, three hundred and ninety four dollars and fifteen cents (\$5,299,394.15) to Tiseo Paving Company pursuant to the contract attached and incorporated by reference as Exhibit "A" for roadway reconstruction and water/wastewater line improvements.

SECTION 2. That the City Manager of the City of Lancaster, Texas is hereby authorized to execute the agreements in substantial compliance as depicted in Exhibit "A".

SECTION 3. Any prior Resolution of the City Council in conflict with the provisions contained in this Resolution are hereby repealed and revoked.

SECTION 4. 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 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 14th day of December, 2015.

ATTEST:

APPROVED:

Sorangel O. Arenas, City Secretary

Marcus E. Knight, Mayor

APPROVED AS TO FORM:

Robert E. Hager, City Attorney

CITY OF LANCASTER, TEXAS

CONTRACT AGREEMENT

STATE OF TEXAS)

COUNTY OF DALLAS)

THIS AGREEMENT, made and entered into this ____ day of _____, 2015 by and between the City of Lancaster, a municipal corporation, located in the County of Dallas and State of Texas, acting through Opal Mauldin-Robertson, City Manager, authorized so to do hereafter termed OWNER, and _____, County of _____, and State of _____, hereinafter termed CONTRACTOR.

WITNESSETH, that for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the OWNER, and under the conditions expressed in the bond bearing even date herewith, the said CONTRACTOR, hereby agrees with the OWNER to commence and complete the construction of certain improvements described as follows: **Lancaster – Danieldale Road, Improvements.** and all extra work in connection therewith, under the terms as stated in the General Conditions of the Agreement and at CONTRACTOR'S own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said construction, in accordance with the conditions and prices stated in the Proposal attached hereto, and in accordance with the Notice to Contractors, General and Special Conditions of Agreement, printed or written explanatory matter, the Specifications and addenda, as prepared by Bucher, Willis and Ratliff Corporation and *City of Lancaster*, herein entitled the Owner, together with the CONTRACTOR'S written proposal, the General Conditions of the Agreement, and the Performance, Maintenance and Payment Bonds hereto attached; all of which are made a part hereof and collectively evidence and constitute the entire contract.

The CONTRACTOR hereby agrees to commence work within thirty (30) days after the date of written notice to do so shall have been given him, and to be 100% complete Three Hundred Twenty (320) working Days after the date of the written Notice to Proceed work, subject to such extensions of time as are provided by the General and Special Conditions.

The OWNER agrees to pay the CONTRACTOR in current funds the price or prices shown in the proposal, which forms a part of this contract, such payments to be subject to the General and Special Conditions of the Contract.

IN WITNESS WHEREOF, the parties to these presents have executed this Agreement in the year and day above written.

The City of Lancaster, TX
OWNER

By: _____
Opal Mauldin-Robertson,
City Manager

ATTEST:

SORANGEL O. ARENAS,
City Secretary

CONTRACTOR,

By: _____

Print or Type Name

Title: _____
(President/Vice-President)

ATTEST:

Corporation Secretary

Print or Type Name



**LANCASTER - DANIELDALE ROAD, IMPROVEMENTS
IN THE
CITY OF LANCASTER, TEXAS
CSJ: 0918-45-853, ETC**

INDEX OF DOCUMENTS

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- Proposal Sheet
- Instructions to Bidders
- Special Conditions
- Specifications
- Contractor's Bid Bond
- Contract Agreement
- Performance Bond
- Payment Bond
- Maintenance Bond
- Insurance Requirement Affidavit
- Child Support Statement
- General Conditions
- Prevailing Wage Rates for Building Construction
- U.S.D.O.L General Wage Decision # TX150035
- Vendor Information Sheet
- General Information
- State Reciprocal Requirement
- General Notes
- List of Governing Standard Specifications 2014
- Lobbying Certification
- Debarment Certification
- Contractor's Assurance
- Convict Produced Materials
- FHWA 1273 - Required Contract Provisions Federal-Aid Construction Contracts
- Disadvantage Business Enterprises Requirements
- Quality Assurance Program for Construction
- Special Specifications
- Special Provisions





CITY OF LANCASTER

INVITATION TO BID

Bid Name: Lancaster - Daniieldale Road, Improvements

Bid Number: 2015-3

Advertisement Dates: Week 1: July 9, 2015
Week 2: July 16, 2015
Week 3: July 23, 2015

Pre Bid Meeting: July 30, 2015 at 10:00 AM
Location: City Hall, Council Chambers
211 N. Henry
Lancaster, TX 75146

Bid Due Date: August 6, 2015 at 10:00 AM
Location: City of Lancaster
Attn: Alton Dixon, Purchasing Agent
City Hall
211 N. Henry St.
P.O. Box 940
Lancaster, TX 75146
Phone: 972-218-1325
Fax: 972-218-1397

Questions on the bid process or procedures may be directed to: Alton Dixon, Purchasing Agent by email at adixon@lancaster-tx.com or 972-218-1329.

Bid packages may be obtained from DAL-TECH Engineering, Inc. 17400 Dallas Parkway, Suite 110, Dallas, TX 75287, 972-250-2727. Hard Copies are \$75.00 (non-refundable) and electronic copies are no charge.

Sealed bids must be returned in a sealed envelope, addressed to the City of Lancaster, Purchasing Agent with the bid name and number on the envelope. Bids may not be altered, amended or withdrawn after the official opening.

The following proposal/bid is made for furnishing the materials/services for the City of Lancaster, Texas.

The undersigned declares that the amount and nature of the materials/services to be furnished is understood and that the nature of this proposal is in strict accordance with the conditions set forth and is a part of this proposal, and that there will at no time be a misunderstanding as to the intent of the specifications or conditions to be overcome or pleaded after the proposals are opened.

The undersigned hereby proposes to furnish the items, F.O.B. Lancaster, Texas, freight pre-paid at the unit prices quoted herein after notice of proposal award.

The undersigned affirms that they are duly authorized to execute this contract that this company, corporation, firm, partnership or individual has not prepared this proposal in collusion with any other proposer, and that the contents of this proposal as to prices, terms or conditions of said proposal have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this proposal.

Bid Acknowledgement

Signature _____

Printed Name: _____

Company: _____

Date: _____

PROPOSAL SHEET

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

Pursuant to the foregoing notice to bidders and general information, the undersigned bidder hereby proposes to do all the work and furnish all necessary superintendence, labor, machinery, equipment, tools, and materials to complete all the work upon which he bids, as provided by the attached specifications and shown on the plans. The undersigned, also, binds himself, on the acceptance of the proposal to execute a contract and bond according to the accompanying forms for performing and completing the said work within the required time and furnish all required guarantees for the following prices to wit:

The undersigned Bidder hereby declares that he has visited the site of the work and has carefully examined and understands the Contract Documents pertaining to the work covered by the above bid, and he further agrees to commence work 60 calendar days after the authorization date to begin work, and do not begin work before or after this period unless authorized in writing by the Engineer, and to have 100% of the work on which he has bid complete within 320 working days from commencement of work.

Enclosed with this proposal is a Certified Check for _____ Dollars (\$_____) or a Proposal Bond in the sum of _____

which it is agreed shall be collected and retained by the Owner as liquidated damages in the event this proposal is accepted by the Owner within ninety (90) days after the bids are received and the undersigned fails to execute the contract and the required bond for the Owner within ten (10) days after the date said proposal is accepted, otherwise, said check or bond shall be returned to the undersigned upon request.

Receipt is hereby acknowledged of the following addenda to the contract documents:

Addendum No. 1 dated _____	Received _____
Addendum No. 2 dated _____	Received _____
Addendum No. 3 dated _____	Received _____
Addendum No. 4 dated _____	Received _____

Proposal Sheet Continued

ITEM No.	QUANT.	UNIT	ITEM DESCRIPTION	SPEC	UNIT PRICE	EXTENSION
1	51.59	STA	PREPARING ROW Dollars Cent	TxDOT 100-6002		
2	10,842	SY	REMOVING CONC (PAV) Dollars Cent	TXDOT 104-6001		
3	108	SY	9 REMOVING CONC (RIPRAP) Dollars Cent	TXDOT 104-6009		
4	78	SY	REMOVING CONC (SIDEWALKS) Dollars Cent	TXDOT 104-6015		
5	2,167	SY	REMOVING CONC (DRIVEWAYS) Dollars Cent	TXDOT 104-6017		
6	1,091	LF	REMOVING CONC (CURB OR CURB & GUTTER) Dollars Cent	TXDOT 104-6029		
7	6,678	SY	REMOVING STAB BASE & ASPH PAV (7"-12") Dollars Cent	TXDOT 105-6014		
8	21,665	CY	EXCAVATION (ROADWAY) Dollars Cent	TXDOT 110-6001		
9	4,510	CY	EXCAVATION (CHANNEL) Dollars Cent	TXDOT 110-6002		
10	4,729	CY	EMBANKMENT (FINAL)(DENS CONT)(TY C) Dollars Cent	TXDOT 132-6006		
11	667	SY	BLOCK SODDING Dollars Cent	TXDOT 162-6002		
12	32,697	SY	CELL FBR MLCH SEED(PERM)(URBAN)(CLAY) Dollars Cent	TXDOT 164-6027		
13	1,200	MG	VEGETATIVE WATERING Dollars Cent	TXDOT 168-6001		
14	682	TON	LIME(HYD,COM OR QK)(SLRY)OR QK(DRY) Dollars Cent	TXDOT 260-6012		
15	25,237	SY	LIME TRT (SUBGRADE)(8") Dollars Cent	TXDOT 260-6073		
16	23,794	SY	PAV (JOINT REINF)(12")(LANC.) Dollars Cent	LAN 002- 6001		
17	13,728	LF	CURB (MONOLITHIC)(LANC.) Dollars Cent	LAN 002- 6002		
18	100	SF	RETAINING WALL (TY 6) (2.0' HT) Dollars Cent	LAN 004- 6001		
19	5,822	LF	TRENCH EXCAVATION PROTECTION Dollars Cent	TXDOT 402-6001		

Proposal Sheet Continued

ITEM No.	QUANT.	UNIT	ITEM DESCRIPTION	SPEC	UNIT PRICE	EXTENSION
20	11	LF	DRILL SHAFT (TRF SIG POLE) (30 IN) Dollars Cent	TXDOT 416-6031		
21	39	LF	DRILL SHAFT (TRF SIG POLE) (36 IN) Dollars Cent	TXDOT 416-6032		
22	425	CY	RIPRAP (STONE COMMON) (DRY) (8 IN) Dollars Cent	TXDOT 432-6023		
23	160	LF	RAIL (HANDRAIL) (TY E) Dollars Cent	TXDOT 450-6051		
24	255	LF	CONC BOX CULV (5 FT X 4 FT) Dollars Cent	TXDOT 462- 6008		
25	296	LF	CONC BOX CULV (5 FT X 5 FT) Dollars Cent	TXDOT 462- 6009		
26	424	LF	CONC BOX CULV (6 FT X 5 FT) Dollars Cent	TXDOT 462- 6012		
27	68	LF	CONC BOX CULV (12 FT X 6 FT) Dollars Cent	TXDOT 462- 6041		
28	563	LF	RC PIPE (CL III) (18 IN) Dollars Cent	TXDOT 464- 6003		
29	247	LF	RC PIPE (CL III) (21 IN) Dollars Cent	TXDOT 464- 6004		
30	1,155	LF	RC PIPE (CL III) (24 IN) Dollars Cent	TXDOT 464- 6005		
31	740	LF	RC PIPE (CL III) (27 IN) Dollars Cent	TXDOT 464- 6006		
32	53	LF	RC PIPE (CL III) (30 IN) Dollars Cent	TXDOT 464- 6007		
33	1,102	LF	RC PIPE (CL III) (36 IN) Dollars Cent	TXDOT 464- 6008		
34	327	LF	RC PIPE (CL III) (42 IN) Dollars Cent	TXDOT 464- 6009		
35	662	LF	RC PIPE (CL III) (48 IN) Dollars Cent	TXDOT 464- 6010		
36	10	EA	INLET (COMPL) (LANC. STD. DROP INLET) Dollars Cent	LAN 003- 6001		
37	4	EA	INLET (COMPL) (LANC. REC. 20' INLET) Dollars Cent	LAN 003- 6002		
38	3	EA	INLET (COMPL) (LANC. REC. 16' INLET) Dollars Cent	LAN 003- 6003		

Proposal Sheet Continued

ITEM No.	QUANT.	UNIT	ITEM DESCRIPTION	SPEC	UNIT PRICE	EXTENSION
39	2	EA	INLET (COMPL) (LANC. REC. 14' INLET) Dollars Cent	LAN 003-6004		
40	4	EA	INLET (COMPL) (LANC. REC. 12' INLET) Dollars Cent	LAN 003-6005		
41	2	EA	INLET (COMPL) (LANC. REC. 10' INLET) Dollars Cent	LAN 003-6006		
42	4	EA	INLET (COMPL) (LANC. REC. 8' INLET) Dollars Cent	LAN 003-6007		
43	2	EA	INLET (COMPL) (LANC. REC. 6' INLET) Dollars Cent	LAN 003-6008		
44	1	EA	INLET (COMPL) (DALLAS TWO GRATE) Dollars Cent	LAN 003-6009		
45	3	EA	MANHOLE (COMPL) (LANC. TY A MH) Dollars Cent	LAN 003-6010		
46	6	EA	MANHOLE (COMPL) (LANC. TY B MH) Dollars Cent	LAN 003-6011		
47	2	EA	MANHOLE (COMPL) (30 IN FRAME ON TOP OF RCB) Dollars Cent	LAN 003-6012		
48	1	EA	LANC. STD. SLOPE HDWL Dollars Cent	LAN 005-6001		
49	1	EA	WINGWALL (PW - 1) (HW=4 FT) Dollars Cent	TXDOT 466-6179		
50	2	EA	WINGWALL (PW - 1) (HW=9 FT) Dollars Cent	TXDOT 466-6184		
51	2	EA	WINGWALL (PW - 1) (HW=10 FT) Dollars Cent	TXDOT 466-6171		
52	1	EA	WINGWALL (FW - 0) (HW=5 FT) Dollars Cent	TXDOT 466-6152		
53	2	EA	ADJUSTING MANHOLES (SANITARY) Dollars Cent	TXDOT 479-6004		
54	4	EA	ADJUSTING MANHOLES (WATER VALVE BOX) Dollars Cent	TXDOT 479-6005		
55	2	EA	ADJUSTING MANHOLES (ELECTRIC BOX) Dollars Cent	TXDOT 479-6010		
56	1	EA	ADJUSTING MANHOLES (IRRIGATION BOX) Dollars Cent	TXDOT 479-6011		
57	13	EA	ADJUSTING MANHOLES (TELEPHONE BOX) Dollars Cent	TXDOT 479-6012		

Proposal Sheet Continued

ITEM No.	QUANT.	UNIT	ITEM DESCRIPTION	SPEC	UNIT PRICE	EXTENSION
58	1	EA	REMOV STR (INLET) Dollars Cent	TXDOT 496-6002		
59	1	EA	REMOV STR (MANHOLE) Dollars Cent	TXDOT 496-6003		
60	2	EA	REMOV STR (SET) Dollars Cent	TXDOT 496-6004		
61	4	EA	REMOV STR (WINGWALL) Dollars Cent	TXDOT 496-6005		
62	8	EA	REMOV STR (HEADWALL) Dollars Cent	TXDOT 496-6006		
63	1,369	LF	REMOV STR (PIPE) Dollars Cent	TXDOT 496-6007		
64	56	LF	REMOV STR (BOX CULVERT) Dollars Cent	TXDOT 496-6008		
65	1	LS	MOBILIZATION Dollars Cent	TXDOT 500-6001		
66	16	MO	BARRICADES, SIGNS AND TRAFFIC HANDLING Dollars Cent	TXDOT 502-6001		
67	333	SY	CONSTRUCTION EXITS (INSTALL) (TY 1) Dollars Cent	TXDOT 506-6020		
68	333	SY	CONSTRUCTION EXITS (REMOVE) Dollars Cent	TXDOT 506-6024		
69	4,670	LF	BIODEG EROSN CONT LOGS (INSTL) (12") Dollars Cent	TXDOT 506-6041		
70	1,181	LF	BIODEG EROSN CONT LOGS (INSTL) (18") Dollars Cent	TXDOT 506-6042		
71	5,851	LF	BIODEG EROSN CONT LOGS (REMOVE) Dollars Cent	TXDOT 506-6043		
72	1000	SY	CONSTRUCTING DETOURS Dollars Cent	TXDOT 508-6001		
73	2,266	LF	PORT CTB (FUR & INST)(LOW PROF)(TY 1) Dollars Cent	TXDOT 512-6009		
74	260	LF	PORT CTB (FUR & INST) (LOW PROF) (TY 2) Dollars Cent	TXDOT 512-6010		
75	2,266	LF	PORT CTB (REMOVE)(LOW PROF)(TY 1) Dollars Cent	TXDOT 512-6057		
76	260	LF	PORT CTB (REMOVE)(LOW PROF)(TY 2) Dollars Cent	TXDOT 512-6058		

Proposal Sheet Continued

ITEM No.	QUANT.	UNIT	ITEM DESCRIPTION	SPEC	UNIT PRICE	EXTENSION
77	2,616	SY	INTRSCT, DRVWAYS, & TURNOUT (CONC) Dollars Cent	TXDOT 530-6010		
78	3,231	SY	CONC SIDEWALKS (5") Dollars Cent	TXDOT 531-6002		
79	4	EA	CURB RAMPS (TY 1) Dollars Cent	TXDOT 531-6004		
80	5	EA	CURB RAMPS (TY 2) Dollars Cent	TXDOT 531-6005		
81	2	EA	CURB RAMPS (TY 5) Dollars Cent	TXDOT 531-6008		
82	5	EA	CURB RAMPS (TY 10) Dollars Cent	TXDOT 531-6013		
83	33	SY	CONC MEDIAN Dollars Cent	TXDOT 536-6002		
84	150	LF	REMOVE METAL BEAM GUARD FENCE Dollars Cent	TXDOT 542-6001		
85	9	EA	MAILBOX INSTALL-S (TWG-POST) TY 1 Dollars Cent	TXDOT 560-6001		
86	10	LF	CONDT (PVC) (SCH 40) (2") Dollars Cent	TXDOT 618-6023		
87	117	LF	CONDT (PVC) (SCH 40) (3") Dollars Cent	TXDOT 618-6029		
88	345	LF	CONDT (PVC) (SCH 40) (4") (BORE) Dollars Cent	TXDOT 618-6034		
89	1,154	LF	ELEC CONDR (NO.8) INSULATED Dollars Cent	TXDOT 620-6008		
90	462	LF	ELEC CONDR (NO.6) BARE Dollars Cent	TXDOT 620-6009		
91	44	LF	ELEC CONDR (NO.6) INSULATED Dollars Cent	TXDOT 620-6010		
92	30	LF	ELEC CONDR (NO.4) INSULATED Dollars Cent	TXDOT 620-6012		
93	3	EA	GROUND BOX TY A (122311) Dollars Cent	TXDOT 624-6001		
94	4	EA	GROUND BOX TY C (162911) Dollars Cent	TXDOT 624-6007		
95	1	EA	SRV TY D 120/240 070(NS)SS(E)PS(U) Dollars Cent	TXDOT 628-6187		

Proposal Sheet Continued

ITEM No.	QUANT.	UNIT	ITEM DESCRIPTION	SPEC	UNIT PRICE	EXTENSION
96	12	EA	IN SM RD SN SUP&AM TY10BWG(1)SA(P) Dollars Cent	TXDOT 644-6001		
97	4	EA	IN SM RD SN SUP&AM TYS80(1)SA(P) Dollars Cent	TXDOT 644-6027		
98	5,539	LF	WK ZN PAV MRK REMOV (W)4"(SLD) Dollars Cent	TXDOT 662-6063		
99	73 LF	LF	WK ZN PAV MRK REMOV (W)18"(SLD) Dollars Cent	TXDOT 662-6074		
100	12,916	LF	WK ZN PAV MRK REMOV (Y)4"(SLD) Dollars Cent	TXDOT 662-6095		
101	2,400	LF	ELIM EXT PAV MRK & MRKS (4") Dollars Cent	TXDOT 677-6001		
102	2	EA	ELIM EXT PAV MRK & MRKS (ARROW) Dollars Cent	TXDOT 677-6008		
103	1	EA	ELIM EXT PAV MRK & MRKS (DBL ARROW) Dollars Cent	TXDOT 677-6009		
104	2	EA	PORTABLE CHANGEABLE MESSAGE SIGN Dollars Cent	TXDOT 6001-6002		
105	30	LF	RE PM W/RET REQ TY I (W)4"(BRK)(100MIL) Dollars Cent	TXDOT 666-6300		
106	200	LF	RE PM W/RET REQ TY I (W)4"(SLD)(100MIL) Dollars Cent	TXDOT 666-6303		
107	912	LF	REFL PAV MRK TY I (W)8"(SLD)(100MIL) Dollars Cent	TXDOT 666-6036		
108	940	LF	REFL PAV MRK TY I (W)12"(SLD)(100MIL) Dollars Cent	TXDOT 666-6042		
109	324	LF	REFL PAV MRK TY I (W)24"(SLD)(100MIL) Dollars Cent	TXDOT 666-6048		
110	7	EA	RREFL PAV MRK TY I (W)(ARROW)(100MIL) Dollars Cent	TXDOT 666-6054		
111	1	EA	REFL PAV MRK TY I (W)(DBL ARROW)(100MIL) Dollars Cent	TXDOT 666-6057		
112	10	EA	REFL PAV MRK TY I (W)(WORD)(100MIL) Dollars Cent	TXDOT 666-6078		
113	10,318	LF	RE PM W/RET REQ TY I (Y) 4" (SLD)(100MIL) Dollars Cent	TXDOT 666-6315		
114	17	EA	REFL PAV MRKR TY I-C Dollars Cent	TXDOT 672-6007		

Proposal Sheet Continued

ITEM No.	QUANT.	UNIT	ITEM DESCRIPTION	SPEC	UNIT PRICE	EXTENSION
115	177	EA	REFL PAV MRKR TY II-A-A Dollars Cent	TXDOT 672-6009		
116	32	EA	REFL PAV MRKR TY II-C-R Dollars Cent	TXDOT 672-6010		
117	1	EA	INSTALL HWY TRF SIG (ISOLATED) Dollars Cent	TXDOT 680-6002		
118	12	EA	VEH SIG SEC (12")LED(GRN) Dollars Cent	TXDOT 682-6001		
119	4	EA	VEH SIG SEC (12")LED(GRN ARW) Dollars Cent	TXDOT 682-6002		
120	12	EA	VEH SIG SEC (12")LED(YEL) Dollars Cent	TXDOT 682-6003		
121	4	EA	VEH SIG SEC (12")LED(YEL ARW) Dollars Cent	TXDOT 682-6004		
122	12	EA	VEH SIG SEC (12")LED(RED) Dollars Cent	TXDOT 682-6005		
123	8	EA	PED SIG SEC (LED)(COUNTDOWN) Dollars Cent	TXDOT 682-6018		
124	8	EA	BACK PLATE (12")(3 SEC) Dollars Cent	TXDOT 682-6023		
125	4	EA	BACK PLATE (12")(5 SEC) Dollars Cent	TXDOT 682-6025		
126	276	LF	TRF SIG CBL (TY A)(14 AWG)(5 CONDR) Dollars Cent	TXDOT 684-6031		
127	208	LF	TRF SIG CBL (TY A)(14 AWG)(7 CONDR) Dollars Cent	TXDOT 684-6033		
128	620	LF	TRF SIG CBL (TY A)(14 AWG)(10 CONDR) Dollars Cent	TXDOT 684-6036		
129	395	LF	TTRF SIG CBL (TY A)(14 AWG)(16 CONDR) Dollars Cent	TXDOT 684-6042		
130	1095	LF	TRF SIG CBL (TY C)(12 AWG)(2 CONDR) Dollars Cent	TXDOT 684-6079		
131	1	EA	INS TRF SIG PL AM(S)1 ARM(24')LUM&ILSN Dollars Cent	TXDOT 686-6028		
132	2	EA	INS TRF SIG PL AM(S)1 ARM(44')LUM&ILSN Dollars Cent	TXDOT 686-6048		
133	1	EA	TRF SIG PL AM(S)1 ARM(48')LUM&ILSN Dollars Cent	TXDOT 686-6052		

Proposal Sheet Continued

ITEM No.	QUANT.	UNIT	ITEM DESCRIPTION	SPEC	UNIT PRICE	EXTENSION
134	2	EA	PED POLE ASSEMBLY Dollars Cent	TXDOT 687-6001		
135	8	EA	PED DETECT PUSH BUTTON (APS) Dollars Cent	TXDOT 688-6001		
136	1	EA	PED DETECTOR CONTROLLER UNIT Dollars Cent	TXDOT 688-6003		
137	652	LF	8" PVC PRESSURE RATED WASTEWATER PIPE Dollars Cent	LAN 001-6001		
138	785	LF	10" PVC PRESSURE RATED WASTEWATER PIPE Dollars Cent	LAN 001-6002		
139	15	EA	WASTEWATER LATERAL Dollars Cent	LAN 001-6003		
140	1	EA	WASTEWATER ACCESS DEVICE Dollars Cent	LAN 001-6004		
141	4	EA	48" WASTEWATER MANHOLE Dollars Cent	LAN 001-6005		
142	4	EA	VACUUM TEST FOR WASTEWATER MANHOLE Dollars Cent	LAN 001-6006		
143	1,437	LF	TELEVISION INSPECTION Dollars Cent	LAN 001-6007		
144	1,437	LF	TRENCH SAFETY & SUPPORT Dollars Cent	LAN 001-6008		
145	11	CY	ROCK FOUNDATION Dollars Cent	LAN 001-6009		
146	1,437	LF	CONSTRUCTION SURVEYING & STAKING (WATER & WW MAINS) Dollars Cent	LAN 001-6010		
147	15	EA	INVESTIGATION Dollars Cent	LAN 001-6011		
148	1	EA	VIVDS PROCESSOR SYSTEM Dollars Cent	TXDOT 6002-6001		
149	4	EA	VIVDS CAMERA ASSEMBLY Dollars Cent	TXDOT 6002-6002		
150	1	EA	VIVDS SET-UP SYSTEM Dollars Cent	TXDOT 6002-6003		
151	525	LF	VIVDS COMMUNICATION CABLE (COAXIAL) Dollars Cent	TXDOT 6002-6005		
152	1	LS	FORCE ACCT-EROSION CONTROL MAINTENANCE Dollars Cent	TXDOT 9606-6055		

Proposal Sheet Continued

ITEM No.	QUANT.	UNIT	ITEM DESCRIPTION	SPEC	UNIT PRICE	EXTENSION
153	1	LS	FORCE ACCOUNT – SAFETY CONTINGENCY Dollars Cent	TXDOT 9606-6056		
Total for Project						

Contractor (Firm Name)

By:

Title:

(President/Vice-President)

INSTRUCTIONS TO BIDDERS

1. INTRODUCTION

Instructions to the Contractor in these Specifications are generally written in active voice, imperative mood. The subject of imperative sentences is understood to be “the Contractor.” City of Lancaster’s responsibilities are generally written in passive voice, indicative mood. Phrases such as “as approved,” “unless otherwise approved,” “upon approval,” “as directed,” “as verified,” “as ordered,” and “as determined” refer to actions of the Engineer unless otherwise stated, and it is understood that the directions, orders, or instructions to which they relate are within the limitations of and authorized by the Contract.

2. ELIGIBILITY OF BIDDERS

Bidders shall have performed similar scope of work within the past three years. Bidders are expected to inspect the site of the work and to inform themselves regarding local conditions and conditions under which the work is to be done. Attention is called to the provisions of the Acts of the 43rd Legislature of the State of Texas and subsequent amendments concerning the wage scale and payment of prevailing wages specified. All bidders must comply with the rules and regulations for the Americans with Disabilities Act of 1990.

3. BIDDING PROCEDURES

Vendors interested in participating in the Invitation to Bid must register as a vendor through the City’s E-Bid system. There are no fees to use the E-Bid system or to receive automatic notices. All proposals/bids are processed electronically. Proposals/Bids are opened publicly at the designated closing date and time. Tabulations are posted 30 minutes or less after the closing date and time. Vendors are welcome to attend a bid opening, but it is not required as the information is posted quickly to the e-bid website.

Do not submit a proposal form if one or more of the following apply:

- ☐ the Bidder is suspended or debarred by the City of Lancaster, TxDOT, or any federal agency,
- ☐ the Bidder does not have the available bidding capacity,
- ☐ the Bidder is prohibited from rebidding a specific proposal form due to a bid error on the original proposal form,
- ☐ the Bidder failed to enter into a Contract on the original award,
- ☐ the Bidder was defaulted or terminated on the original Contract, unless City of Lancaster terminated in the best interest of the State or the public,
- ☐ the Bidder or a subsidiary or affiliate of the Bidder has received compensation from City of Lancaster to participate in the preparation of the plans or specifications on which the bid or Contract is based, or
- ☐ the Bidder is ineligible to bid on any proposed Contract in accordance with Article 7.16., “Responsibility for Damage Claims.”

4. INTERPRETING ESTIMATED QUANTITIES

The quantities listed in the proposal form are approximate and will be used for the comparison of bids. Payments will be made for the work performed in accordance with the Contract.

5. EXAMINING DOCUMENTS AND WORK LOCATIONS

Examine the proposal form, plans, specifications, and specified work locations before submitting a bid for the work. Submitting a bid will be considered evidence that the Bidder has performed this examination. Borings, soil profiles, water elevations, and underground utilities shown on the plans were obtained for use of City of Lancaster in the preparation of plans. This information is provided for the Bidder's information only and City of Lancaster makes no representation as to the accuracy of the data. Be aware of the difficulty of accurately classifying all material encountered in making foundation investigations, the possible erosion of stream channels and banks after survey data have been obtained, and the unreliability of water elevations other than for the date recorded.

Oral explanations, instructions, or consideration for Contractor-proposed changes in the proposal form given during the bidding process are not binding. Only requirements included in the proposal form, associated specifications, plans, and City-issued addenda are binding.

Immediately notify City of Lancaster of any error, omission, or ambiguity discovered in any part of the proposal form and Contract documents. City of Lancaster will issue addenda when appropriate.

6. PREPARING THE BID

Prepare the bid on the proposal form furnished by City of Lancaster through the E-Bid system.

Specify a unit price in dollars and cents for each regular item and additive alternate item, or replacement alternate item for which an estimated quantity is given.

When "Working Days" is an Item, submit the number of working days to be used to complete the Contract or phases of the Contract shown on the plans.

City of Lancaster will not accept an incomplete bid. A bid that has one or more of the deficiencies listed below is considered incomplete:

- ☐ the proposal form was not signed,
- ☐ certifications were not acknowledged,
- ☐ a regular item or the additive alternate item are left blank;
- ☐ a regular item and the corresponding replacement alternate item are left blank,
- ☐ the proposal form submitted had the incorrect number of items, or
- ☐ the Bidder did not acknowledge all addenda.

7. NONRESPONSIVE BID

City of Lancaster will not accept a nonresponsive bid. A bid that has one or more of the deficiencies listed below is considered nonresponsive:

- ☐ the bid was not submitted by the time specified in the advertisement,
- ☐ a bid was submitted for the same proposal form by a Bidder or Bidders and one or more of its partners or affiliates,
- ☐ the Bidder failed to acknowledge receipt of all addenda issued,
- ☐ the proposal form was signed by a person who was not authorized to bind the Bidder or Bidders.
- ☐ the proposal guaranty did not comply with the requirements contained in this Item,
- ☐ the bid was in a form other than the official proposal form issued by the City,

- ☐ the Bidder modified the bid in a manner that altered the conditions or requirements for work as stated in the proposal form,
- ☐ the Bidder bid more than the maximum or less than the minimum number of allowable working days shown on the plans when working days was an Item,
- ☐ the Bidder did not attend a specified mandatory pre-bid conference, or
- ☐ the Bidder did not meet the requirements of the technical qualification.

8. **PRINTED BID**

- 8.1. **PRINTED BIDS WILL NOT BE ACCEPTED.** Any Bidder requiring assistance with the City's E-Bid system may contact the Purchasing Director directly. The Purchasing Director can be reached by telephone at 972-218-1329 or email at adixon@lancaster-tx.com.

9. **OPENING AND READING OF BIDS**

At the time, date, and location specified in the official advertisement, the City of Lancaster will publicly open and read bids.

10. **TABULATING BIDS**

- 10.1. **Official Total Bid Amount.** City of Lancaster will sum the products of the quantities and the unit prices bid in the proposal form to determine the official total bid amount, except as provided in Section 2.10.4., "Consideration of Unit Prices." The official total bid amount is the basis for determining the apparent low Bidder. The total bid amounts will be compared and the results made public.
- 10.2. **Rounding of Unit Prices.** City of Lancaster will round off all unit bids involving fractional parts of a cent to the nearest one-tenth cent (\$0.001) in determining the amount of the bid as well as computing the amount due for payment of each item under the Contract. For rounding purposes, entries of five-hundredths of a cent (\$0.0005) or more will be rounded up to the next highest tenth of a cent, while entries less than five-hundredths of a cent will be rounded down to the next lowest tenth of a cent.
- 10.3. **Interpretation of Unit Prices.** City of Lancaster will make a documented determination of the unit bid price if a unit bid price is illegible or conflicting in the case of replacement alternate items. City of Lancaster's determination will be final.
- 10.4. **Consideration of Unit Prices.**
- 10.4.1. **Additive Alternate Items.** City of Lancaster will sum the products of the quantities and the unit prices bid for the regular items in the proposal form to determine the total bid amount for the base bid. The official total bid amount will be determined by the summation of the base bid plus a pre-determined order of additive alternate items, not to exceed City of Lancaster's budgeted amount for the Contract. An estimate of the budgeted amount may be shown on the plans.
- The Contract will identify the base bid work and additive alternate work to be performed. City of Lancaster makes no guarantee that the additive alternate work will be required.

10.4.2. **“Buy America.”** The use of foreign steel is only allowed when shown on the plans. For a Bidder who proposes to use foreign steel or iron materials to be considered the apparent low Bidder, their total bid must be at least 25% lower than the next lowest bid if that bid proposes to use domestic steel or iron materials.

This requirement does not apply to minimal use of steel or iron materials provided that the total cost of all foreign source items used in the project, as delivered to the project site, is less than \$2,500 or one-tenth-of-one-percent (1/10 of 1%) of the Contract amount, whichever is greater.

11. CONSIDERATION OF BID ERRORS

City of Lancaster will consider a claim of a bid error by the apparent low Bidder if the following requirements have been met:

- ☐ a written notification is submitted to City of Lancaster within 5 business days after the date the bid is opened, and
- ☐ The submittal identifies the items of work involved and include bidding documentation. City of Lancaster may request clarification of submitted documentation.

City of Lancaster will evaluate the claim of an error by the apparent low Bidder by considering the following:

- ☐ the bid error relates to a material item of work,
- ☐ the bid error amount is a significant portion of the total bid,
- ☐ the bid error occurred despite the exercise of ordinary care, and
- ☐ the delay of the proposed work will not impact cost and safety to the public.

Acceptance of the bid error claim by City of Lancaster will result in the rejection of all bids. The erring Contractor will not be allowed to bid the project when it is relet. Rejection of bids due to the Contractor's bid error may result in the application of sanctions by City of Lancaster.

SPECIAL CONDITIONS

1. All bonds must be submitted on City forms. Copies are attached.
2. Insurance Requirement Affidavit must be submitted as part of the proposal.
3. Insurance Certificate must be submitted and issued with the City listed as the certificate holder within 10 days of notice of award.
4. By signing the proposal sheet, the representative has read and understands all plans, specifications, and general design standards involved with this project.
5. Bidders must submit, with their bids, a cashier's, or certified check in the amount of five percent (5%) of the total bid, payable without recourse to the City of Lancaster, Texas, or a Proposal Bond in the same amount from an approved Surety Company (according to the latest list of companies holding certificates of approval by the State Board of Insurance Texas Insurance Code Chapter 3503) as guarantee that the Bidder will enter into a contract and execute bond and guarantee forms provided within thirty (30) days after award of contract to him.
6. The successful Bidder must furnish Performance, Payment, and Two-Year Maintenance Bonds, each in the amount of 100% of the contract price from an approved Surety Company holding a permit from the State of Texas, to act as Surety and acceptable (according to the latest list of companies holding certificates of approval by the State Board of Insurance under Texas Insurance Code Chapter 3503). The successful bidder must also be able to show evidence that it is authorized to do business in the State of Texas prior to executing the contract.
7. All blanks on the Bid Form must be completed and all subtotal and total prices must be stated in both script and figures where indicated. The Owner reserves the right to reject any or all bids and to waive any formalities. In case of ambiguity or lack of clearness in stating the price in the bids the Owner reserves the right to consider the most advantageous construction thereof for the owner, or to reject the bid. Unreasonable or unbalanced unit prices will be considered sufficient cause for rejection of any bid or bids.

Instructions to Bidders, Proposal Forms, Specifications, Plans and Contract Documents may be examined without charge at the office of the Purchasing Agent, City Hall, 211 N. Henry Street, Lancaster, TX 75146.

SPECIFICATIONS

SCOPE

The project includes but is not limited to: the removal of existing pavement, disposal of materials that are designated for removal, installation of new pavement and sidewalks, installation of drainage lines, installation of a 12" water line, new ADA ramps, installation of one traffic signal system, pavement marking, and the re-installation of existing signs that are relocated due to new construction.

SITE INVESTIGATION & EXISTING UTILITIES:

The Contractor shall carefully examine the site and satisfy himself about all conditions, which can in any way affect the work, or the cost thereof, or the schedule of the work.

SPECIFICATIONS:

All construction must comply with the following hierarchy:

1. Construction Plans
2. Current City of Lancaster standards (when included in the plan set)
3. TxDOT Standards (when included in the plan set)
4. 2014 TxDOT Standard Specifications
5. North Central Texas Council of Government Standard Specifications with the Lancaster amendments.

PROPOSAL:

Bidders shall fill out the proposal completely, stating all prices in both script and figures.

The prices bid in the proposal shall be full compensation for all material, labor, equipment and incidental items required to complete the project ready for use. The cost of all material, labor, equipment and incidental work required to complete the project ready for use must be included in the unit or lump sum prices for the bid items provided in the proposal, and no direct compensation will be made for any other work required to produce a complete and functional project. In case of error, ambiguity, or lack of clearness, the Owner reserves the right to consider the bid in the manner that is most advantageous to the Owner.

ADDENDA:

Bidders desiring further information, or interpretation of the plans or specifications, must make request for such information in writing to the Engineer, prior to 48 hours before the bid opening. Answers to all such Addenda will be bound with and made a part of the Contract Documents. No other explanation or interpretation will be considered official or binding. Should a bidder find discrepancies in or omissions from the plans, specifications, or other contract documents, or should he be in doubt as to their meaning, he should at once notify the Engineer in order that a Written Addendum may be sent to all bidders. Any Addenda issued prior to 24 hours of the opening of bids will be mailed or delivered to each Contractor contemplating the submission of a proposal on this work. The proposal as submitted by the Contractor is to include any Addenda if such are issued by the Engineer prior to 24 hours of the opening of bids. Communication, other than Addenda, made prior to submission of bids will not be binding.

SPECIFICATIONS/CONTRACT DOCUMENTS:

Titles to divisions and paragraphs in these Contract Documents are introduced merely for convenience and are not to be taken as part of the Specifications and are, furthermore, not

taken as a correct and complete segregation of the several units of material and labor. No responsibility, either direct or implied, is assumed by the Engineer/Owner for omissions or duplications by the Contractor or his Sub-Contractor, due to real or alleged error in arrangement of matter in these Contract Documents.

CONFLICTS BETWEEN SPECIFICATIONS AND PROPOSAL:

In the event of conflicts between methods of measurement and payments for the various items of work between the Proposal and the Specifications, the Proposal shall prevail.

CLEAN-UP:

The Contractor shall, at all times, keep the site free from accumulation of waste material, debris, or rubbish caused by his employees or work. At the completion of the work, he shall remove from the site all his tools, surplus materials, debris, and shall leave the site and his work "broom clean", or its equivalent at his expense, unless otherwise noted on the drawings or specified herein. Rubbish shall be removed from the site or placed in trash containers at the end of each work day.

TESTING:

Testing will be done as outlined by the plans and specifications and/or the North Central Texas Council of Government Standard Specifications for Public Works Construction as adopted by the City of Lancaster.

BARRICADES, WARNING AND DETOUR SIGNS:

The contractor shall not close a street to traffic or interfere with traffic movement on a street without first notifying the City Inspector and securing permission to do so at least two days before closure. When any street or any section of a street is closed, or traffic flow is restricted, the Contractor shall furnish and maintain barricades, warning and directing signs, lights and red flags along the entire street within the limits of the project in accordance with the Texas Manual of Uniform Traffic Control Devices. All lights shall be kept burning between the hours of sunset and sunrise.

All expense incurred for furnishing and maintaining flagmen, barricades, warning and directing signs, flags and lights and any incidentals necessary for the proper direction, safety and convenience of traffic during the contract period shall be borne by the Contractor.

Flagmen shall be provided when deemed necessary by the City of Lancaster Director of Public Works or his representative.

PRE-CONSTRUCTION CONFERENCE:

A pre-construction conference will be scheduled with awarded bidder (contractor). Work should not be started prior to this meeting.

All public utility companies, contractors and sub-contractors, along with any and all City of Lancaster Departments will be in attendance so that work coordination will occur. Contractor will submit sequence of work for the project at this time.

SANITARY FACILITIES:

The Contractor shall build and maintain sanitary facilities at a location satisfactory to the Owner, for use by the employees of the Contractor, and by the Engineer. They shall be well ventilated, but provide concealment, and shall be kept scrupulously clean at all times by the Contractor. The facilities shall be removed and the site restored to its original condition upon completion of the work. All such facilities shall conform to the requirements of State and local health authorities, ordinances and laws.

"Porta Can" or other similar facilities, which may be rented from commercial concerns, will be acceptable.

CONSTRUCTION WATER:

Refer to item 6.1.12 of the North Central Texas Council of Government's Standard Specifications for Public Works Construction (latest edition) for charges to the Contractor for use of city water.

The Contractor shall not operate any fire hydrants without the knowledge and permission of the City or their representative. The Contractor will not operate any existing water valves in the City of Lancaster.

RECORD DRAWINGS:

The Contractor will be furnished one set of plans on which he shall indicate all changes made during construction. All notes and comments necessary to give a clear conception of exactly how all items were constructed including location shall be shown. This set of plans shall be reviewed with the Engineer/Owner's representative at the completion of the project. The Engineer will make the changes to the plans (if any) and then submit one hard copy (stamped "Record Drawings") to the Owner for review. **If the Owner approves this copy, then the Engineer shall submit one (1) full size set of mylars stamped "Record Drawings" plans along with a copy of the drawings in a DWG or DGN format and one set of drawings in a PDF format to the City Engineer.**

GRASS WORK:

All areas disturbed during construction will be seeded or sodded. Any of these areas located within an existing residential neighborhood will be sodded with the same type of grass that was existing before construction began. Sodding, seeding and fertilizing shall be done in accordance with the North Central Texas Council of Governments Standard Specifications for Public Works Construction.

Seeded and sodded areas shall be fertilized with a 16-8-8 (N-P-K) meeting the requirements of the NCTCOG specifications. Application rate of fertilizer shall be as recommended by manufacturer of fertilizer.

The Contractor shall maintain sodded and seeded areas for a two (2) month period following planting or until the grass has an established minimum height of two inches.

No direct payment will be made for sodding, seeding, fertilizer or for water required by the specifications, unless shown on the plans and/or specifications.

HOLD HARMLESS AGREEMENT:

Prior to commencing work or storing materials on private property, the Contractor shall arrange for permission to do the work or storage from each property owner. The Contractor shall be responsible for obtaining a "Hold Harmless Agreement" for the City with each property owner. This will be in writing and one copy will be given to the City for their files.

EXCAVATION:

No classification will be made for any materials to be excavated under this contract, regardless of the type of material encountered or the methods and equipment required to complete the excavation. No extra compensation will be allowed for encountering different types of material on this project.

The estimated quantities of excavation and fill are shown on the drawings and/or the proposal. Payment for excavation, loading, hauling, sprinkling, manipulation and compacting this material will

be bid in accordance with the proposal, unless specified otherwise on the drawings or specifications. All fill embankment shall be compacted to not less than 95% of test method Tex 113E at optimum moisture content (plus four points).

Any trench under existing or proposed roadways and/or alley sections will be either sand backfilled up to within two (2) feet of the top of the subgrade and the remaining two (2) feet will be compacted to 95% of test method Tex 113E in one (1) foot lifts at optimum moisture content (plus four points) using the native material, if suitable, or the entire trench will be compacted to 95% of test method Tex 113E in one (1) foot lifts at optimum moisture content (plus four points) using the native material unless specified otherwise on the drawings or specifications.

The excess excavation material resulting in this project shall be disposed of by the Contractor (at his expense) at sites approved by the City. Approval will be required prior to commencement of deposition activities.

CUTTING AND TESTING OF CONCRETE PAVEMENT CORES:

The Contractor shall have a 4 inch diameter cores cut and tested by a certified laboratory to determine the thickness of pavement as actually placed. Core locations will be selected by the City. Cores shall be cut after the concrete is a minimum of 28 days old. Cores, as specified or directed, will not be paid for directly but should be considered subsidiary to other bid items unless otherwise shown on the plans and specifications. If the concrete pavement's strength is deficient based upon test cylinders cast at time of paving, then 6 inch core cuts shall be tested according to the City of Lancaster General Design Standards.

RELOCATION OF FIRE HYDRANTS:

All fire hydrants (whether shown on the plans as new, to be relocated, or reset) shall be new fire hydrants. Existing fire hydrants labeled to be relocated or reset shall be salvaged and delivered to the City Service Center.

Relocated fire hydrants are to be paid for per each hydrant to include all incidental items required by the specifications, the relocation on the companion valve, excavation, backfill, additional pipe and fitting, as required. Existing fire hydrant will not be out of service until replacement hydrants are placed in service.

PAYMENT FOR OVERTIME CHARGES:

The Contractor will be responsible for payment of overtime charges for the Construction Inspector before 7:30 a.m. and after 4:30 p.m. (Monday through Friday) and on Saturdays. The charges will be at a rate of \$47.00 per hour (minimum two (2) hours). This will be paid in full before final acceptance of the project. The project working hours are 7:00 AM to 6:00 PM Monday through Friday and are not to be confused with this provision.

REMOVE EXISTING PIPE & DRAINAGE STRUCTURES:

Existing storm drainage pipe removed but not relayed shall become the property of the Contractor and removed from the site by the Contractor unless otherwise shown on the plans. There shall be no separate pay item for removal of any drainage structure or pipe, unless otherwise listed in the proposal.

REPAIR OF UTILITY CUTS:

Where parts of existing pavement must be removed to permit installation of storm sewer and/or other utility lines, the exact limits of such breakouts shall be per the City of Lancaster General Design Standards.

PREPARE RIGHT-OF-WAY:

This item shall consist of preparing right-of-way for construction operations by the removal and disposal of all obstructions from the right-of-way and from designated easements. Such obstructions shall be considered to include remains of houses not completely removed by others, foundations, floor slabs, concrete, brick, lumber, plaster, septic tanks, basements, abandoned utility pipes or conduits, underground service station tanks, equipment or other foundations, fences, retaining walls, and other debris.

It is the intent of this specification to provide for the removal and disposal of all obstructions and objectionable materials not specifically provided for elsewhere in the plans and specifications.

SHOP DRAWINGS:

The Contractor shall submit six sets of all shop drawing, samples, and/or construction drawings. These shall be approved by DAL-TECH and/or the City Engineer prior to any work being undertaken.

CLEARANCE FROM OTHER PIPES:

The following Special Specification as adopted by the TCEQ for Public Wasteworks projects will be complied with on this project.

Location of Mains

When new water mains and new sanitary sewers are installed, they shall be installed no closer to each other than nine feet.

Where this cannot be achieved, the sanitary sewer shall be constructed of pressure type pipe with watertight joints as used in water main construction for the nine foot clearance. Unless sewer manholes are made watertight the edge of the manhole shall be located at least nine feet from the water lines.

When new water mains are installed where existing sanitary sewers are located, and when the requirements, as outlined above, cannot be met because of physical conditions, extra precautions shall be taken by centering the water mains so that the pipe joints are at a maximum distance from the sewer line, by encasing the sewer line with concrete, and by installing the water main above the sewer line whenever possible.

No physical connection shall be made between a drinking water supply, public or private, and the sewer or any appurtenance. Any facilities for permitting discharge of drinking water into the sewer or any appurtenance thereof shall be constructed so as to prevent any possibility of sewage entering the drinking water system.

No sewer lines carrying domestic or industrial wastes shall cross suction mains to pumping equipment. Water lines shall not be installed closer than 10 feet to septic tank drain fields.

PROTECTION OF TREES, PLANTS, AND SOIL:

Any trees or other landscape features outside the construction limits scarred or damaged by the Contractor's operations shall be restored or replaced at the Contractor's expense. Trimming or pruning to facilitate the work will be permitted only by experienced workmen in an approved manner. Pruned limbs of 1" (one inch) diameter or larger, shall be thoroughly treated as soon as possible with a tree wound dressing. Contractor is to notify property Owner before pruning begins. The Contractor shall take all precautions required to prevent soil erosion during the construction. If excessive erosion occurs, the Contractor shall take immediate measure to prevent further erosion and restore the disturbed surface with topsoil at completion of the work.

SUBSURFACE EXPLORATION:

Subsurface exploration, to ascertain the nature of the soils at the project site, including the amount of rock, if any, is to be the responsibility of any and all prospective bidders.

Whether prospective bidders perform this subsurface exploration jointly or independently, it shall be left to the discretion of such prospective bidders. Subsurface exploration shall not be attempted without the approval of the Engineer.

Any test hole data supplied by the Owner or Engineer is for information only.

TRAFFIC CONTROL:

Unless a traffic control plan is included in the drawings, Contractor must provide to the office of the Director of Public Works, a traffic control plan complying with the Texas Manual of Uniform Traffic Control Devices, signed and sealed by a Texas Registered Professional Engineer. The traffic control plan must be submitted prior to contractor starting work.

The traffic control devices must be installed in conformance with the submitted traffic control plan before the contractor will be allowed to begin work within City Right-Of-Way.

LABOR CLASSIFICATION AND MINIMUM WAGE SCALE:

The Contractor may bring his superintendent, foreman, sub-foreman, machine operators and sufficient key men to round his organization. Unless specified otherwise by TxDOT, Contractor must comply with the FHWA-1273 minimum scale of wages that is included within these specifications.

CONTRACTOR'S BID BOND

KNOW ALL MEN BY THESE PRESENTS,

That we _____, Principal, and _____ a corporation duly organized under the laws of the State of _____, and authorized to issue surety bonds in the State of Texas, Surety herein, are held and firmly bound unto the City of Lancaster, owner, in the sum of _____ Dollars (\$_____) for the payment of which sum we will bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has submitted or is about to submit a bid to Owner on a contract for:

Lancaster – Daniieldale Road, Improvements

NOW, THEREFORE, if the Owner shall accept the bond of the Principal and the Principal shall enter into a contract with the Owner in accordance with the terms of such bid, and give such bond or bonds as may be specified 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, or in the event of the failure of the Principal to enter such contract and give such bond or bonds, then this obligation shall be null and void, otherwise to remain in full force and effect and the amount hereof shall be paid to and retained by Owner as liquidated damages for Principal's failure to do so.

IN WITNESS WHEREOF, this instrument has been executed by the duly authorized representatives of the Principal and the Surety.

Signed and sealed this _____ day of _____, 2015.

Principal (Signature)

Typed / Printed Name

By: _____
Title

(NAME OF SURETY)

By: _____
Attorney-in-Fact

CITY OF LANCASTER, TEXAS

CONTRACT AGREEMENT

STATE OF TEXAS)

COUNTY OF DALLAS)

THIS AGREEMENT, made and entered into this ____ day of _____, 2015 by and between the City of Lancaster, a municipal corporation, located in the County of Dallas and State of Texas, acting through Rickey Childers, City Manager, authorized so to do hereafter termed OWNER, and _____, County of _____, and State of _____, hereinafter termed CONTRACTOR.

WITNESSETH, that for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the OWNER, and under the conditions expressed in the bond bearing even date herewith, the said CONTRACTOR, hereby agrees with the OWNER to commence and complete the construction of certain improvements described as follows: **Lancaster – Danieldale Road, Improvements**. and all extra work in connection therewith, under the terms as stated in the General Conditions of the Agreement and at CONTRACTOR’S own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said construction, in accordance with the conditions and prices stated in the Proposal attached hereto, and in accordance with the Notice to Contractors, General and Special Conditions of Agreement, printed or written explanatory matter, the Specifications and addenda, as prepared by Bucher, Willis and Ratliff Corporation and *City of Lancaster*, herein entitled the Owner, together with the CONTRACTOR'S written proposal, the General Conditions of the Agreement, and the Performance, Maintenance and Payment Bonds hereto attached; all of which are made a part hereof and collectively evidence and constitute the entire contract.

The CONTRACTOR hereby agrees to commence work within thirty (30) days after the date of written notice to do so shall have been given him, and to be 100% complete Three Hundred Twenty (320) working Days after the date of the written Notice to Proceed work, subject to such extensions of time as are provided by the General and Special Conditions.

The OWNER agrees to pay the CONTRACTOR in current funds the price or prices shown in the proposal, which forms a part of this contract, such payments to be subject to the General and Special Conditions of the Contract.

IN WITNESS WHEREOF, the parties to these presents have executed this Agreement in the year and day above written.

The City of Lancaster, TX
OWNER

By: _____
Opal Mauldin-Robertson
City Manager

ATTEST:

Angie Arenas
City Secretary

CONTRACTOR

By: _____

Print or Type Name

Title: _____
(President/Vice-President)

ATTEST:

Corporation Secretary

Print or Type Name

PERFORMANCE BOND

STATE OF TEXAS §
COUNTY OF DALLAS §

KNOW ALL MEN BY THESE PRESENTS: That _____ of the City of _____, County of _____, and State of _____, as principal, and _____ authorized under the laws of the State of Texas to act as surety on bonds for principals, are held and firmly bound unto the City of Lancaster, Texas (Owner), in the sum of _____ dollars (\$_____) as an appropriate measure of liquidated damages for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, by these presents:

WHEREAS, the Principal has entered into a certain written contract with the Owner, dated the ____ day of _____, 20____, **Lancaster – Danieldale Road, Improvements**, which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal shall faithfully perform the work in accordance with the plans, specifications, and contract documents and shall fully indemnify and save harmless Owner from all costs and damages which Owner may suffer by reason of Principals default, and reimburse and repay Owner all outlay and expense which Owner may incur in making good such default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Chapter 2253 of the Texas Government Code, as currently amended, and all liabilities on this bond shall be determined in accordance with the provisions of said statute to the same extent as if it were copied at length herein.

Surety, for value received, stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract, or to the work performed thereunder, or the plans, specification, or drawings accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work to be performed thereunder.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this _____ day of _____, 20____.

Principal

Surety

By: _____

By: _____

Title: _____

Title: _____

Address: _____

Address: _____

The name and address of the Resident Agent of Surety is: _____

PAYMENT BOND

STATE OF TEXAS §
COUNTY OF DALLAS §

KNOW ALL MEN BY THESE PRESENTS: That _____ of the City of _____, County of _____, and State of _____, as principal, and _____ authorized under the laws of the State of Texas to act as surety on bonds for principals, are held and firmly bond unto the city of Lancaster (Owner), in the penal sum of _____ Dollars (\$_____) for the payment whereof, the said Principal and Surety bind themselves and their heirs, administrators, executors, successors and assigns, jointly and severally, by these presents:

WHEREAS, the Principal has entered into a certain written contract with the Owner, dated the _____ day of _____, 20____, for _____ which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal and its subcontractors shall well and faithfully make payment to each and every claimant (as defined in Chapter 2253, Texas Government Code, as amended) supply labor or materials in the prosecution of the work under the contract, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Chapter 2253 of the Texas Government Code, as currently amended, and all liabilities on this bond shall be determined in accordance with the provisions of said statute to the same extent as if it were copied at length herein.

Surety, for value received, stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract, or to the work performed thereunder, or the plans, specifications or drawings accompanying the same, shall in anyway affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work to be performed thereunder.

Payment Bond Continued

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this _____ day of _____, 20__.

Principal

Surety

By:_____

By:_____

Print or Type Name

Print or Type Name

Title:_____

Title:_____

Address:_____

Address:_____

The name and address of the Resident Agent of Surety is: _____

MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

THAT, _____ whose address is _____, as PRINCIPAL, and _____, a CORPORATION organized and existing under the laws of the State of Texas, and fully authorized to transact business in the State of Texas, as Sureties, do hereby expressly acknowledge ourselves to be held and bound to pay unto the city of Lancaster, Texas, hereinafter called CITY, a municipal corporation organized and existing under the laws of Texas, at Lancaster, Dallas County, Texas, the sum of _____ Dollars(\$_____) in lawful money of the United States, for the payment of which sum will and truly to be made unto said City of Lancaster, and its successors, said PRINCIPAL AND SURETIES do hereby bind ourselves, our heirs, executors, administrators, their assigns and successors, jointly and severally, firmly by these presents. This bond shall automatically be increased by the amount of any Change Order or Supplemental Agreement which increases the Contract price, but in no event shall a Change Order or Supplemental Agreement which reduces the Contract price decreases the sum of this Bond.

THIS obligation is conditioned, however, that whereas said _____ has this _____ day of _____, 20____, entered into a written Contract with the said CITY to build and construct **Lancaster – Danieldale Road, Improvements** located in the City of Lancaster, Texas, which Contract and Specifications therein mentioned adopted by the CITY, are hereby expressly made a part thereof as though the same were written and embodied herein.

WHEREAS, said Contract was entered into pursuant to the requirements of the CITY, and

WHEREAS, in said Contract, CONTRACTOR binds itself to use of materials and methods of construction such that all improvements including but not limited to **Lancaster – Danieldale Road, Improvements** will be initially completed free of perceptible defects and will remain in good repair and condition and free of perceptible defects for and during the period of two (2) year after the date of acceptance of the completed improvements by the CITY, and

WHEREAS, said CONTRACTOR binds itself to construct said improvements in such a manner and obtain inspection approvals in proper sequence as are required to obtain acceptance by the CITY and to repair or reconstruct the said improvements in whole or in part at any time within said two (2) years period to such an extent as the CITY deems necessary to properly correct all defects except those which have been caused by circumstances and conditions occurring after the time of construction over which the CONTRACTOR had no control and which are other than those arising from defect of construction by the CONTRACTOR; and,

Maintenance Bond Continued

WHEREAS, after the acceptance of the improvements by the CITY, said CONTRACTOR binds itself, upon receiving notice from the CITY of the need thereof to repair or reconstruct said improvements and if the CONTRACTOR fails to make the necessary corrections, within ten (10) days after being notified, the CITY may do or have done all said corrective work and shall have recovery hereon for all expenses thereby incurred.

WHEREAS, under the Plans and Specifications, and Contract, it is provided that the CONTRACTOR will maintain and keep in good repair the work herein contracted to be done and performed for a period of [Two year \(2\)](#) from the date of acceptance; it being understood that the purpose of this section is to cover all defective conditions arising by reason of defective material, work, or labor performed by said CONTRACTOR; and in case the said CONTRACTOR shall fail to do so, within ten (10) days after being notified, it is agreed that the CITY may do said work and supply such materials, and charge to same against the said CONTRACTOR, AND SURETIES, on this obligation, and said CONTRACTOR AND SURETIES hereon shall be subject to the liquidated damages mentioned in said contract.

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

PROVIDED FURTHER, that if any legal action be filed upon this Bond, exclusive venue shall lie in Dallas County, State of Texas.

AND PROVIDED FURTHER, that the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the Work to be performed thereunder or the specifications accompanying the same shall in anyway affect its obligation on this Bond,

Maintenance Bond Continued

and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the Work or to the Specifications.

This Bond complies with the provisions of Chapter 2253, Texas Government Code, and any other applicable statutes of the State of Texas.

The undersigned and designated agent is hereby designated by the Surety herein as the Resident agent in Dallas County to whom any requisite notices may be delivered and on whom service of process may be had in matters arising out of such suretyship, as provided by Article 7.19-1 of the Insurance Code, Vernon's Annotated Civil Statutes of the State of Texas.

IN WITNESS WHEREOF, the said _____ has caused these presents to be executed by them; and the said _____ has caused these presents to be executed by its ATTORNEY-IN-FACT _____ and the said ATTORNEY-IN-FACT _____ has hereunto set his hand this the ____ day of _____, 20____.

Principal

Surety

By:_____

By:_____

Print or Type Name

Print or Type Name

Title:_____

Title:_____

Address:_____

Address:_____

The name and address of the Resident Agent of Surety is: _____

INSURANCE REQUIREMENT AFFIDAVIT

TO BE COMPLETED BY APPROPRIATE INSURANCE AGENT.

I, the undersigned agent, certify that the insurance requirements contained in this bid document have been reviewed by me with the vendor identified below. If the vendor identified below is awarded this contract by the city of Lancaster, I will be able, within ten (10) working days after being notified of such award, to furnish a valid insurance certificate to the CITY meeting all of the requirements contained in this bid.

Agent Signature

Printed Name

Name of Insurance Carrier

Address of Agency

City

State

Zip

Phone #

Fax #

Email Address

Vendor / Contractor Name

Name of Bid

Acknowledgement

Subscribed and Sworn before me by the above named _____

On this _____ day of _____, 20____.

(seal)

Notary Public in and for the State of _____

NOTICE TO THE AGENT

If this time requirement is not met, the City has the right to declare this vendor non-responsible and award the contract the next lowest/responsible bidder meeting the specifications. If you have any questions concerning these requirements, please contact Dawn Berry, Purchasing Agent at 972-218-1329.

**CHILD SUPPORT STATEMENT FOR THE
NEGOTIATED CONTRACTS AND GRANTS**

Under Family Code, Section 231.006, _____
(Name of Individual)

certifies that _____ , _____
(Name of Business) (Vendor #)

as of _____ is eligible to receive a grant, loan, or payment and
(date)

acknowledges that any contract may be terminated and payment may be withheld if this certification is inaccurate.

List below the name and social security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least 25% of the business entity submitting the bid or application. This form must be updated whenever any party obtains a 25% ownership interest in the business entity.

Name (please print legibly, if handwritten)	Social Security Number

Family Code, Section 231.006, specifies that a child support obligor who is more than thirty (30) days delinquent in paying child support and a business entity in which the obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least 25% percent is not eligible to receive payments from state funds under a contract to provide property, materials, or services; or receive a statefunded grant or loan.

A child support obligor or business entity ineligible to receive payments described above remains ineligible until all arrearage have been paid or the obligor is in compliance with a written repayment agreement or court order as to any existing delinquency.

Except as provided by Family Code, Section 231.302(d), a social security number is confidential and may be disclosed only for the purposes of responding to a request for information from an agency operating under the provisions of Subchapters A and D of Title IV of the federal Social Security Act (42 U.S.C. Sections 601 et seq. and 651 et seq.)

City of Lancaster maintains the information collected through this article. With few exceptions, you are entitled on request to be informed about the information that we collect about you. Under Sections 552.021 and 552.023 of the Texas Government Code, you also are entitled to receive and review the information. Under Section 559.004 of the Government Code, you are also entitled to have us correct information about you that is incorrect.

GENERAL CONDITIONS

1. CONTRACT DOCUMENTS:

It is understood and agreed that the Advertisement for Bids, Instructions to Bidders, Proposal, Proposal Data, Contract Agreement, Owner's Purchase Order, Owner's Resolution, Performance Bond, Payment Bond, General Conditions, Special Conditions, Specifications, Council of Governments Standard Specifications for Public Works, 3rd Edition as amended, Drawings, Addenda, and Change Orders issued by the Owner, specifications, and engineering data furnished by the Contractor and accepted by the Owner, are contract documents. Additionally, any other written instruments, correspondence, etc., bound in the volume of the contract documents at the time of execution by the Owner and Contractor shall be "contract documents" whether specifically designated as such or otherwise.

It is the intent of the contract documents that they be read as a whole and that all portions of the contract be interpreted so as to give meaning to their terms. In the event of any conflict in the contract documents, handwritten provisions shall prevail over typewritten and typewritten provisions shall prevail over preprinted matter. Additionally, the following order of precedence shall govern among the various contract documents, with the first listed having precedence over any documents listed thereafter.

- Scope of Work
- Contract Agreement
- Owners Resolution
- Addenda to Contract Conditions and Specifications "and Plans"
- Special Conditions
- General Conditions
- Technical Specifications
- Contract Conditions
- Contract Drawings
- All other Contract Documents
- Current City of Lancaster Standards (when included in the plan set)
- TxDOT Standards (when included in the plan set)
- 2014 TxDOT Standard Specifications
- North Central Texas Council of Governments Standard Specifications for Public Works with the Lancaster amendments

The City reserves the right to let other contracts in connection with this work. The Contractor shall afford other contractors reasonable opportunity for the introduction and storage of their materials and execution of their work, and where required, shall properly connect and coordinate his work with theirs.

1.1 NO PREJUDICE AGAINST OWNER:

It is understood and agreed by Contractor that Owner has independently prepared most of the Contract Documents and Contractor agrees that, notwithstanding any doctrine of law to the contrary, no presumption and/or prejudice against Owner shall be presumed against Owner (nor construed in favor of Contractor) by any court of competent jurisdiction in its interpretation of the Contract Documents.

2. DEFINITIONS:

Words, phrases, or other expressions used in these contract documents shall have meanings as follows:

- a. "Contract", "contract", or "contract documents" shall include the items enumerated above under CONTRACT DOCUMENTS.
- b. "Owner", "Agency", or "Inspector" shall mean the City of Lancaster, named and designated in the

Contract Agreement. All notices, letters, and other communication directed to the Owner shall be addressed and delivered to:

City of Lancaster, Purchasing, PO Box 940, Lancaster, Texas 75146

- c. "Contractor" shall mean the corporation, company, partnership, firm, or individual named and designated in the Contract Agreement, who has entered into this contract for the performance of the work covered thereby, and its, his, or their duly authorized representatives or its successors to the contract.
- d. "Subcontractor" shall mean and refer only to a corporation, partnership, or individual having a direct contract with the Contractor for performing work covered by these contract documents, or its successors to the contract.
- e. "Date of contract", or equivalent words, shall mean the date written on the Owner's Resolution, or the Owner's Purchase Order if a Resolution is not required, which shall also be the date written in the first paragraph of the Contract Agreement.
- f. "Day" or "days", unless herein otherwise expressly defined, shall mean a calendar day or days of 24 hours each.
- g. "The work" shall mean the equipment, supplies, materials, labor, and services to be furnished under the contract and the carrying out of all obligations imposed by the contract documents.
- h. "Drawings" or "plans" shall mean all (a) drawings furnished by the Owner or Engineer as a basis for proposals, (b) supplementary drawings furnished by the Owner to clarify and to define in greater detail the intent of the contract drawings and specifications, (c) drawings submitted by the successful bidder with his proposal, provided such drawings are acceptable to the Owner, (d) drawings furnished by the Owner to the Contractor during the progress of the work, and (e) engineering data and drawings submitted by the Contractor during the progress of work.
- i. Whenever in these contract documents the words "as ordered", "as directed", "as required", "as permitted", "as allowed", or words or phrases of like import are used, it shall be understood that the order, direction, requirements, permission, or allowance of the Owner is intended only to the extent of judging compliance with the terms of the contract; none of these terms shall imply that the Owner has any authority or responsibility for supervision of the Contractor's forces or construction operations, such supervision and the sole responsibility therefore being strictly reserved for the Contractor.
- j. Similarly the words "approved", "reasonable", "suitable", "acceptable", "proper", "satisfactory", or words of like effect and import, unless otherwise particularly specified herein, shall mean approved, reasonable, suitable, acceptable, proper, or satisfactory in the judgment of the Owner, to the extent provided in "i" above.
- k. Whenever in these contract documents the expression "it is understood and agreed" or an expression of like import is used, such expression shall mean the mutual understanding and agreement of the parties executing the Contract Agreement.
- l. "Official Acceptance" shall mean the Owner's written acceptance of all work performed under this Contract.

3. CONTRACTOR'S PRELIMINARY OBLIGATION:

It is the responsibility of the bidder to deliver his proposal at the proper time and to the proper place. The proposal shall be delivered in a sealed envelope with the appropriate job name on the outside. The

mere fact that a proposal was dispatched by mail, express, or otherwise, will not be considered. **The bidder must have his proposal in the hands of the proper official before closing time. Bids received after the advertised closing time will not be considered and will be returned unopened.**

The Contractor, as successful bidder, shall furnish the required payment, performance and maintenance bond each in the amount of 100% of the contract price, a valid power-of-attorney proving the agent has the authority to execute the bonds for the surety, and certificates of insurance and an executed contract, within (10) days of notice of award. A certified copy of the Board Resolution authorizing said persons to sign and bind the firm must be included with each copy of the Contract. If such Contractor fails to enter into a contract or execute bonds as herein provided, the City may annul the award and award the contract to the bidder whose proposal was next most acceptable and the Contractor shall execute contract and bond as herein provided. The bidder to whom the first award was made shall then forfeit the bid security submitted with his proposal.

The official form of contract will be executed in seven copies. Two executed copies of the contract will be returned to the Contractor after the contracts and bonds have been approved and executed by the Owner. In addition to the two executed copies of the official contract, the Contractor will be furnished without charge three "field copies" of the plans and specifications and contract documents. Additional sets may be obtained from the engineer at the cost of reproduction.

These additional plans are to be stamped approved by the Owner before they can be used on the project.

4. LEGAL ADDRESSES:

All notices, letters, and other communications to the Contractor will be mailed or delivered to either the contractor's business address listed in the Proposal or the contractor's office in the vicinity of the work, with delivery to either of these addresses being deemed as delivery to the Contractor. The addresses of the Owner appearing on page 3 are hereby designated as the place to which all notices, letters, and other communication to the Owner shall be mailed or delivered. Either party may change his address at any time by an instrument in writing delivered to the Owner and to the other party.

5. SCOPE AND INTENT OF CONTRACT DOCUMENTS:

The specifications are intended to supplement but not necessarily duplicate each other. Any work exhibited in the one and not the other shall be executed as if it had been set forth in both, so that the work will be constructed according to the complete design as determined by the Owner.

Should anything necessary for a clear understanding of the work be omitted from the specifications and drawings, or should the requirements appear to be in conflict, the Contractor shall secure written instructions from the Owner before proceeding with the work affected thereby. It is understood and agreed that the work shall be performed accordingly to the true intent of the contract documents.

Owner disclaims to Contractor any express or implied warranties that the specifications and drawings included in the Contract Documents are accurate and sufficient for purpose of completing the work according to the terms of this Agreement.

6. INDEPENDENT CONTRACTOR:

The relationship of the Contractor to the Owner shall be that of an independent Contractor. Owner and Contractor agree that the negotiation, preparation and execution of the Contract Documents were negotiated, prepared, and executed as part of an arms-length transaction, and that no duty of good faith and fair dealing exists between Owner and Contractor, now, in the future, nor at any time in the past. The Owner shall not have the right to control the day to day activities of how the Contractor performs the work, being interested only in the results to be achieved.

7. ASSIGNMENT AND SUBCONTRACTING:

The Contractor shall not assign or subcontract the work or any part thereof, without the previous written consent of the Owner, nor shall he assign, by power of attorney or otherwise, any of the money payable under this contract unless written consent of the Owner has been obtained. No right under this contract, nor claim for any money due or to become due hereunder shall be asserted against the Owner, or person acting for the Owner, by reason of any so called assignment of this contract or any part thereof, unless such assignment has been authorized by the written consent of the Owner. In case the Contractor is permitted to assign moneys due or to become due under this contract, the instrument of assignment shall contain a clause subordinating the claim of the assignee to all prior liens for services rendered or materials supplied for the performance of the work.

Should any subcontractor fail to perform in a satisfactory manner the work undertaken by him, his subcontract shall be immediately terminated by the Contractor upon notice from the Owner. The Contractor shall be as of his subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him. Nothing contained in this contract shall create any contractual relationship between any subcontractor and the Owner.

It is the intent of these specifications that the Contractor shall perform the majority of the work with his own forces and under the management of his own organization. Only subcontractors who have been listed in the proposal and who are accepted by the Owner as provided in the General Conditions may subcontract specific portions of the work. All subcontractors shall be directly responsible to the Contractor and shall be under his general supervision. All work performed under subcontracts shall be subject to the same contract provisions as the work performed by the contractor's own forces.

This Contract is considered personal between the Contractor and Owner therefore, any sale of more than 50% ownership of Contractor shall be considered as an assignment.

8. ORAL STATEMENTS:

It is understood and agreed that the written terms and provisions of this agreement shall supersede all oral statements of representatives of the Owner, and oral statements shall not be effective or be construed as being a part of the contract.

9. REFERENCE STANDARDS AND LAWS AND REGULATIONS:

Reference to the standards of any technical society, organization, or association, or to codes of local or state authorities, shall mean the latest standard, code, specification, or tentative standard adopted and published at the date of taking bids, unless specifically stated otherwise.

The Contractor shall keep itself fully informed of, and shall observe and comply with, all laws, ordinances, and regulations which, in any manner, affect those engaged or employed on any work, or the materials and equipment used in any work or in any way affect the performance of any work, and of all orders and decrees of bodies or tribunals having jurisdiction or authority over work performed under the contract. If any discrepancy or inconsistency should be discovered between the contract and any such law, ordinance, regulation, order or decree, the Contractor shall immediately report the same in writing to the Owner. The Contractor shall be responsible for the compliance with the above provisions by subcontractors of all tiers.

Except as otherwise specified, the Contractor shall procure any pay for all permits and inspections and shall furnish any bonds, security or deposits required to permit performance of its work hereunder.

- (a) OSHA: all work and job site conditions shall, at all times, adhere to the requirements of the latest provisions of the Occupational Safety and Health Act.

- (b) **REQUIREMENTS AND CODES:** Wherever references are made in the contract to requirements or codes in accordance with which work is to be performed or tested, the addition or revision of the requirements or codes current on the date of this contract shall apply, unless otherwise expressly set forth. Unless otherwise specified, reference to such requirements or codes is solely for technical information.

This contract shall be governed by the laws of the State of Texas and by such federal laws as may be applicable.

The parties agree that all claims, disputes, and other matters in question between the Contractor and the Owner arising out of or pertaining to the contract documents or the breach thereof, shall, except as otherwise expressly provided, be decided solely in the Courts of the State of Texas, in the County of Dallas.

Interest, if any, allowable on the claims of either party shall be at the current rate for judgments in the Courts of the State of Texas.

10. **CONTRACTOR TO CHECK DRAWINGS AND SCHEDULES:**

The Contractor shall check all dimensions, elevations, and quantities indicated on the drawings and schedules furnished to him by the Owner. The Contractor shall notify the Owner of any discrepancy between the drawings and the conditions at the site, or any error or omission in drawings, or in the layout as given by stakes points, or instructions, which he may discover in the course of work. The Contractor will not be allowed to take advantage of any error or omission in the drawings or contract documents. Full instructions will be furnished by the Owner should such error or omission be discovered, and the Contractor shall carry out such instructions as if originally specified.

11. **FIGURED DIMENSIONS TO GOVERN:**

Dimensions and elevations indicated on the drawings shall be accurately followed even though different from scaled measurements. No work indicated on the drawings, the dimensions of which are not indicated, shall be executed until necessary dimensions have been obtained from the Owner.

12. **NO WAIVER OF RIGHTS:**

Neither the inspection by the Owner or any of their officials, employees, or agents, nor any order by the Owner for payment of money, or any payment for, or acceptance of, the whole or any part of the work by the Owner, nor any extension of time, nor any possession taken by the Owner or its employees, nor any action of the Owner shall operate as a waiver of any provision of this contract, or of any power herein reserved to the Owner, or of any right to damages herein, provided nor shall any waiver of any breach in this contract be held to be a waiver of any other or subsequent breach.

13. **CONTRACTOR'S SUPERINTENDENT AND EMPLOYEES:**

The Contractor represents that it is fully experienced and properly qualified to perform the class of work provided for herein, and that it is properly licensed, equipped, organized, and financed to perform such work.

The Contractor shall act as an independent contractor maintaining complete control over its employees and all of its subcontractors. The Contractor shall perform all work in an orderly and workmanlike manner, enforce strict discipline and order among its employees and assure strict discipline and order by its subcontractors.

Before starting work, the Contractor shall designate a competent, authorized representative to represent and act with full authority for the contract and shall inform the Owner in writing of the name, address, telephone number (day and night) of such representative, and of any change in such designation. This

representative shall have authority to make binding and enforceable decisions in the name of the Contractor and to accept service of all notices which the Owner desires to serve or which are required by this contract to be served on the Contractor. As an alternate, such written notices may be mailed directly to the address of that party shown on the face of the Contract Agreement form. Such representative shall be present or be duly represented at the site of work at all times when work is actually in progress and, during period when work is suspended, arrangements acceptable to the Owner shall be made for any emergency work which may be required. The Contractor's authorized representative shall be supported by competent assistants, as necessary, and the authorized representative and its assistants shall be satisfactory to the Owner. All requirements, instructions, and other communications given to the Contractor's authorized representative by the Owner shall be as binding as if given to the Contractor.

The Contractor shall employ only fully experienced and properly qualified persons to perform any work. The Contractor shall be responsible for maintaining satisfactory conduct of its employees. The Contractor's site representative shall stay on the project until final completion of the work in accordance with the contract documents.

14. ENGINEERING INSPECTION:

The Owner may appoint such inspectors, as the Owner deems proper to inspect the materials furnished and the work performed for compliance with the drawings and specifications. The Contractor shall furnish all reasonable assistance required by the Owner, or inspectors, for the proper inspection of the work. Should the Contractor object to any interpretation of the contract by any inspector, the Contractor may make written appeal to the Owner for a decision, but the Owner's decision shall be final.

Inspectors shall have the authority to reject work, which is unsatisfactory, faulty, or defective or does not conform to the requirements of the drawings and specifications. Inspection shall not relieve the Contractor from any obligation to construct the work strictly in accordance with the drawings and specifications. Work not so constructed shall be removed and replaced by the Contractor at his own expense.

15. RIGHT OF OWNER TO TERMINATE CONTRACT:

If the work to be done under this contract is abandoned by the Contractor; or if this contract is assigned by him without the written consent of the Owner; or if the Contractor is adjudged bankrupt, or files for voluntary bankruptcy; or if a general assignment of his assets is made for the benefit of his creditors; or if a receiver is appointed for the Contractor of any of his property or if at any time in writing to the Owner determines that the performance of the work under this contract is being unnecessarily delayed, that the Contractor is violating any of the conditions of this contract, or that he is executing the same in bad faith or otherwise not in accordance with the terms of said contract; or if the work is not substantially completed within the time named for its completion or within the time to which such completion date may be extended; then the Owner may serve written notice upon the Contractor and his surety of the Owner's intention to terminate this contract. Unless within five (5) days after the serving of such notice, a satisfactory arrangement is made for continuance, this contract shall terminate. In the event of such termination, the surety shall have the right to take over and complete the work, provided that if the surety does not commence performance within 30 days, the Owner may take over and prosecute the work to completion, by contract or otherwise. The Contractor and his surety shall be liable to the Owner for all excess cost sustained by the Owner by reason of such prosecution and completion. The Owner may take possession of, and utilize in completing the work, all materials, equipment, tools, and plant on the site of the work, including such materials, etc., as may have been placed on the site by or at the direction of the Contractor.

The Owner may, at its option, terminate the performance of the work in accordance with this section, in

whole, or from time to time in part, at any time by written notice thereof the Contractor, whether or not the Contractor is in default. Upon any such termination, Contractor shall waive any claims for damages, including loss of anticipated profits, on account thereof, but as the sole right and remedy of the Contractor, the Owner shall pay Contractor in accordance with subparagraph (b) below, provided, however, that those provisions of the contract documents which by their very nature survive final acceptance under the contract documents shall remain in full force and effect after such termination.

- (a) Upon receipt of any such notice, the Contractor shall, unless the notice requires otherwise:
 - (1) Immediately discontinue work on the date and to the extent specified in the notice;
 - (2) Place no further order or subcontracts for materials, services, or facilities, other than as may be necessary or required for completion of work under the contract that is not terminated;
 - (3) Promptly make every reasonable effort to obtain cancellation upon terms satisfactory to the Owner of all order and subcontracts to the extent they relate to the performance of work terminated, or assign to the Owner those orders and subcontracts, and revoke agreements specified in such notice; and
 - (4) Assist the Owner, as specifically requested in writing, in the maintenance, protection and disposition of property acquired by the Owner under the contract.
- (b) Upon any such termination, the Owner will pay the Contractor an amount determined in accordance with the following (without duplication of any item):
 - (1) All amounts due and not previously paid to the Contractor for work completed in accordance with the contract prior to such notice, and for work thereafter completed as specified in such notice;
 - (2) The cost of settling and paying claims arising out of the termination of work under subcontracts or orders as provided in subparagraph (a) (3) above;
 - (3) The reasonable cost incurred pursuant to subparagraph (a) (4) above;
 - (4) Any other reasonable costs incidental to such termination of work.

The foregoing amounts will include a reasonable sum, under all of the circumstances, as profit for all work satisfactorily performed by the Contractor.

15.1 TERMINATION FOR CONVENIENCE:

Owner hereby reserves the right to terminate this Agreement without regard to fault or breach upon written notice to Contractor, effective immediately unless otherwise provided in said notice to Contractor. In the event of such termination, Owner shall pay as the sole amount due to Contractor in connection with the work (i) all sums due for Work performed to date including allowing profit and overhead ~~(except retainage sums shall not be paid prior to thirty (30) days following the date of termination)~~; and (ii) reasonable cost of termination. Such sums will be due and payable on the same conditions as set forth in this Agreement for final payment to the extent applicable. Upon receipt of such payment, the parties hereto shall have no further obligations to each other except for Contractor's obligations to perform corrective and/or warranty work and to indemnify Owner as provided for in this Agreement. It is understood and agreed that no profit, fee or other compensation shall be due or payable for unperformed work. Contractor agrees that each subcontract and purchase order issued by it will reserve for Contractor the same right of termination provided by this Section 15.1 and Contractor further agrees to require that comparable provisions be included in all lower tier subcontracts and purchase orders.

Upon a determination by any court or body that termination of Contractor, or its successor in interest, was wrongful, such termination will be deemed converted to a termination for convenience and Contractor's remedy for wrongful termination is limited to the recovery of the payments permitted for termination for convenience as set forth above.

The rights and remedies of Owner and Contractor under this Agreement shall be non-exclusive, and shall be in addition to all the other remedies available to such parties at law or in equity, subject, however, in the case of Contractor, to the limitation contained above and other pertinent provisions of this Agreement.

16. EQUAL OPPORTUNITY:

The Contractor is aware of, and is fully informed of, the Contractor's obligations under Executive Order 11246, and, where applicable, shall comply with the requirements of such order and all orders, rules and regulations promulgated thereunder unless exempted therefrom.

Without limitation of the foregoing, the Contractor's attention is directed to 41 CFR Section 60-1.4, and the clause therein entitled "Equal Opportunity Clause" which, by this reference, is incorporated herein.

The Contractor is aware of, and is fully informed of, the Contractor's responsibilities under Executive Order No. 11701, "List of Job Openings for Veterans" and, where applicable, shall comply with the requirements of such order, and all orders, rules and regulations promulgated thereunder unless exempted therefrom.

Without limitation of the foregoing, the Contractor's attention is directed to 41 CFR 60-250 et seq. and the clause therein entitled "Affirmative Action Obligations of the Contractors and Subcontractors for Disabled Veterans and Veterans of the Vietnam Era" which, by this reference is incorporated herein.

The Contractor certifies those segregated facilities, including, but not limited to, washrooms, work areas, locker rooms, are not, and will not, be maintained or provided for the Contractor's employees. Where applicable, the Contractor shall obtain similar certification from any of its subcontractors, vendors, or suppliers performing work under this contract.

The Contractor is aware of, and is fully informed of, the Contractor's responsibilities under the Rehabilitation Act of 1973, and, where applicable, shall comply with the provisions of the Act, and the regulations promulgated thereunder unless exempted there from.

Without limitation of the foregoing, the Contractor's attention is directed to 41 CFR Section 60-741 and the clause entitled "Affirmative Action Obligations of the Contractors and Subcontractors Regarding Individuals with Disabilities" which, by this reference, is incorporated herein. Contractor must also comply with the rules and regulations as established by the Americans with Disabilities Act of 1990.

17. BEGINNING, PROGRESS, AND COMPLETION OF THE WORK; LIQUIDATED DAMAGES:

The time of completion is of the essence of this contract. Unless otherwise specified in these contract documents or advised by written order of the Owner, the Contractor shall begin work within 10 days after the date of contract.

The Owner and Contractor, recognizing that calculation of damages caused by Contractor's failure to complete within the contract time are difficult to assess, hereby agree that liquidated damages shall be assessed Contractor at the rate of \$120.00 per working day for each working day Contractor is late in completing.

It is understood that the foregoing constitutes an agreement as to minimum amount of damages only for failure to complete the work within the specified time. Should the Owner suffer damages over and above the amount specified above for any failure or negligence on the Contractor's part, other than

failure to complete the work within the specified time, the Owner may recover such additional amount.

A detailed construction schedule and monthly payment schedule shall be prepared by the Contractor and submitted to the Owner for review within ten (10) days of the effective beginning date of the Contract, or prior to the commencement of construction, whichever occurs first. The schedule shall contain the various activities required to perform the work and the dates the activities will be started and completed in order to complete the work in accordance with the specified schedule requirements. The Contractor is responsible for determining the sequence and time estimates of the detailed construction activities. However, the Owner reserves the right to require the Contractor to modify any portion of the schedule the Owner determines to be impractical or unreasonable; as required to coordinate the Contractor's activities with those of other Contractors, if any, engaged in work for the Owner on the site; to avoid undue interference with the Owner's operations; and to assure completion of the work by the date or dates stipulated. Upon acceptance by the Owner of the Contractor's detailed construction schedule, the Contractor will be responsible for maintaining such schedule.

If at any time the Contractor's work is behind schedule, he shall immediately put into effect definite procedures for getting the work back on schedule. The procedures shall be subject to review and modification by the Owner. The Contractor will not be allowed extra compensation for costs (whether for costs for materials used and/or labor to be paid) incurred by him because of Contractor's accelerated operations required to maintain the schedule.

17.1 EXTENSION OF TIME FOR DELAY:

In the event the progress of the work is delayed or interrupted by occurrences or events which entitle Contractor to an extension of time pursuant to the terms of this Agreement, then the work completion date shall be extended for a period equal to the length of such delay if within seven (7) days after the commencement of any such delay, contractor delivers to Owner a written notice of such delay stating the nature thereof and within seven (7) days following the expiration of any such delay provides a written request for extension of the work completion date by reason of such delay and such request is approved by Owner, which approval shall not be unreasonably withheld. Failure to deliver any such notice or request within the required period shall constitute an irrevocable waiver of any extension of the previously scheduled work completion date by reason of the cause in respect of which such notice and request were required to make only one such request with respect thereto. No extension of the previously scheduled work completion date (or right on the part of Contractor to secure any such extension) pursuant to this Section shall prejudice any right Owner may have under this Agreement, or otherwise, to terminate this Agreement.

Extension of time shall be Contractor's sole remedy for any such delay (except for Contractor's right to terminate this Agreement pursuant to the terms and provisions hereinafter set forth), unless the same shall have been caused by acts constituting intentional interference by Owner with Contractor's performance of the work and where to the extent that such acts continue after Contractor's notice to Owner of such interference. Owner's exercise of any of its rights to order changes in the work pursuant to this contract, regardless of the extent of number of such changes, or Owner's exercise of any of its remedies of suspension of the work, or requirement or correction or re-execution of any defective work, shall not under any circumstances be construed as intentional interference with Contractor's performance of the work.

18. HINDRANCES AND DELAYS:

The Contractor expressly agrees that the period of time named in Part 1 of the specifications to complete all work includes allowance for all hindrances and delays incident to the work. The Contractor further agrees that no claims shall be made for hindrances and delays from any cause during the performance of

the work, except as specifically provided for in the articles SUSPENSION OF WORK and EXTENSIONS OF TIME in these General Conditions.

18.1 RESEQUENCING OR ACCELERATION:

In the event Contractor shall fall behind schedule at any time, for any reason, Owner shall be entitled to direct acceleration or resequencing of the work to bring the work back on schedule. In the event Contractor determines that the previously scheduled work completion date cannot be met by resequencing the work, then Contractor shall immediately provide to Owner, and in any event within seven (7) days after the date of receipt of any request by Owner for resequencing or acceleration, a plan to complete the work in the shortest possible time. No approval by the Owner of any plan for resequencing or acceleration of the work submitted by Contractor pursuant to this paragraph shall constitute a waiver by Owner of any damages or losses which Owner may suffer by reason of such resequencing or the failure of Contractor to meet the declared new scheduled completion date.

Owner shall additionally be entitled to direct the acceleration or resequencing of the work in order to achieve completion prior to the declared new scheduled completion date and Contractor shall be reimbursed by Owner for the amount of labor overtime actually incurred in respect thereto and shall be entitled to an increase adjustment the contract price to the extent of the labor portion of overtime so incurred.

19. SUSPENSION OF WORK:

The Owner reserves the right to suspend and reinstate execution of the whole or any part of the work without invalidating the provisions of the contract. Orders for suspension or reinstatement of work will be issued by the Owner to the Contractor in writing. The time for completion of the work will be extended for a period equal to the time lost by reason of the suspension.

The Owner will pay extra costs and expenses, which are caused by work suspensions ordered by the Owner, to the Contractor.

20. EXTENSIONS OF TIME:

Should the Contractor be delayed in the final completion of the work by any act or neglect of the Owner, or of any employee of either, or by any other Contractor employed by the Owner, or by strike, fire, regulatory agencies or other cause outside of the control of the Contractor and which, in the opinion of the Owner, could have been neither anticipated nor avoided, then an extension of time sufficient to compensate for the delay, as determined by the Owner, will be granted by the Owner; provided that the Contractor gives the Owner notice in writing within 10 days of the cause of delay in each case and demonstrates that he has used all reasonable means to minimize the delay.

Extensions of time will not be granted for delays caused by unfavorable weather, unsuitable ground conditions, inadequate construction force, or the failure of the Contractor to place orders for equipment or materials sufficiently in advance to insure delivery when needed.

Failure of Owner furnished equipment and materials to arrive as scheduled, or failure of other construction Contractors to meet their schedule, shall not be justification for an extension of time, except where such failure causes, in the opinion of the Owner, an actual delay in the Contractor's work.

21. EXTRA OR CHANGE ORDER WORK:

If a modification increases the amount of the work, and the added work or any part thereof is a type and character which can properly and fairly be classified under one or more unit price items of the P

listed in the Scope of Work section of this contract, then the added work or part thereof shall be paid for according to the amount actually done and at the applicable unit price. Otherwise, such work shall be paid for as hereinafter provided.

Claims for extra work will not be paid unless the work covered by such claims was authorized in writing by the Owner. The Contractor shall not have the right to prosecute or maintain an action in court to recover for extra work unless the claim is based upon a written order from the Owner. Payments for extra work will be based on agreed lump sums or on agreed unit prices as listed in the Scope of Work section of the contract whenever the Owner and the Contractor agree upon such prices before the extra work is started; otherwise, payments for extra work will be based on actual field cost plus the specified percentage allowance.

For the purpose of determining whether proposed extra work will be authorized, or for determining the payment method for extra work, the Contractor shall submit to the Owner, upon request, detailed cost estimate for proposed extra work. The Change Order Request shall indicate itemized quantities and charges for all elements of direct cost. Charges for the Contractor's subcontractor's extra profit, extra general superintendence, extra field office expense, and extra overheads shall be indicated as a percentage addition to the total estimated net cost. Unless otherwise agreed upon by the Contractor and the Owner, such percentage additions shall be 15 percent for the extra work performed by the Contractor's own forces or 20 percent for extra work performed by a subcontractor.

Further, the Change Order Request shall also include a suitable breakdown by trades and work classifications, Contractor's estimate of the changes in the cost of the work attributable to the changes set forth in such Change Order Request, a proposed adjustment to the scheduled completion date resulting from such Change Order Request, and any proposed adjustments of time and costs related to unchanged work resulting from such Change Order Request. If Owner approves in writing such estimate by Contractor, such Change Order Request and such estimate shall constitute a Change Order, and the cost of the contract price and previously scheduled work completion date shall be adjusted as set forth in such estimate. Change Orders shall not cause any modification to Contractor's fee except as specifically set forth herein, it being understood and agreed that Contractor will receive no fee based on the increased cost of the work resulting from Change Orders unless the new work requested is beyond the scope of the work, and then only to the extent thereof pursuant to the terms of this contract. Contractor shall include in each subcontract a limitation on the amount of profit and overhead, which subcontractors can include in Change Orders, which limitation will be subject to the approval of Owner. Agreement on any Change Order shall constitute a final settlement on all items covered therein, subject to performance thereof and payment therefore pursuant to the terms of this Agreement.

When payment for extra work is based on actual field cost, the Contractor will be paid the actual field cost plus an allowance of 15 percent if the extra work is performed by the Contractor's own forces or 20 percent if the extra work is performed by a subcontractor. The allowance will be paid as full compensation for the Contractor's and subcontractors extra profit, extra general superintendence, extra field office expense, extra overheads, and all other elements of extra cost not defined herein as actual field cost.

The actual field cost shall include only those extra costs for labor and materials expended in direct performance of the extra work. The form in which actual field cost records are kept, the construction methods, and the type and quantity of equipment used shall be acceptable to the Owner.

Construction equipment which the Contractor has on the job site and which is of a type and size suitable for use in performing the extra work shall be used. The hourly rental charges for equipment shall not exceed one-half of one percent of the latest applicable Associated Equipment Distributors published monthly rental rates and shall apply to only the actual time the equipment is used in performing the extra

work.

When extra work requires the use of equipment, which the Contractor does not have on the job site, the Contractor shall obtain the occurrence of the Owner before renting or otherwise acquiring additional equipment. The rental charges for the additional equipment shall not exceed the latest applicable Associated Equipment Distributors published rental rates.

21.1 DECREASED WORK:

If a modification decreases the amount of work to be done, such decrease shall not constitute the basis for a claim for damages or anticipated profits on work affected by such decrease. Where the value of omitted work is not covered by applicable unit prices, the Owner shall determine on an equitable basis the amount of (a) credit due the Owner for contract work not done as a result of an authorized change, (b) allowance to the Contractor for any actual loss incurred in connection with the purchase, delivery, and subsequent disposal of materials or equipment required for use on the work as planned and which could not be used in any part of the work as actually built, and (c) any other adjustment of the contract amount where the method to be used in making such adjustment is not clearly defined in the contract documents.

Unless otherwise agreed upon by the Owner and the Contractor, the credit due the Owner for reductions in the amount of work to be done shall be the estimated field cost of the deleted work plus an overhead allowance of:

Ten percent of the estimated field cost if the work was to have been done by the Contractor's own forces, or;

Fifteen percent of the estimated field cost if the work was to be done by a subcontractor.

Field cost referred to above shall include the category of costs listed as actual field costs, items (a) to (f) inclusive of the article entitled EXTRA WORK.

22. PROTECTION OF WORK AND PROPERTY:

The Contractor shall be responsible for and shall bear any and all risk of loss of, or damage to work in progress, all materials delivered to the site, and all materials, tools, and equipment until completion and final acceptance of the work to be performed under this contract.

The Contractor shall promptly take all precautions which are necessary and adequate against any conditions created during the progress of the Contractor's activities hereunder which involve a risk of bodily harm to persons or a risk of damage to any property. Contractor shall continuously inspect all work, materials and equipment to discover and determine, and shall be solely responsible for discovery, determination and correction of any conditions which involve a risk of bodily harm to persons or damage to property.

The Contractor shall comply with all applicable safety laws, standards, codes and regulations in the jurisdiction where the work is being performed specifically but without limiting the generality of the foregoing and regardless of any exemptions provided by law, with all rules, regulations and standards adopted pursuant to the Occupational Safety and Health Act of 1970.

The Contractor will preserve and protect all existing vegetation such as trees, shrubs, and grass on or adjacent to the site of work which is not to be removed and which does not unreasonably interface with the construction work. Care will be taken in removing trees authorized for removal to avoid damage to vegetation to remain in place. The Contractor will protect from damage all existing improvements, utilities, roads, and bridges at or near the site of work and will repair or restore any damage to such

facilities resulting from failure to comply with the requirements of this contract of the failure to exercise reasonable care in the performance of the work. Under no circumstances will county or township roads and bridges be subject to greater than normal highway truck loadings.

The Contractor shall provide and maintain such temporary work as is required for the protection of the public and those employed in or about the work site, including all signs, guards, barricades, night lights and any other temporary protection as may be necessary. Contractor shall provide and maintain such temporary work as is required for protection of finished work, including building paper, boxing, planking, protective coating, and such other protection as may be deemed necessary by the Owner. All such work shall be returned to original condition by the Contractor on completion of the contract.

Whenever necessary to maintain proper temperatures for performance of work, or to protect or to close in work in place, Contractor shall provide and maintain temporary enclosures as directed by the Owner for all openings or exterior surfaces that are not enclosed with finishing materials.

The Contractor shall protect all the work including buildings, structures, equipment, excavations, trenches, etc. from water damage including damage by rainwater, ground water, backing-up of drains, downspouts of sewers and shall construct and maintain all necessary drainage and do all pumping required to protect or to perform the work. Contractor shall provide protection to any equipment in place, as required to prevent damage by moisture. Contractor, in general, shall at all times carefully protect the work, materials, and equipment against damage from the weather, and comply with the directions of the Owner in order to avoid any adverse effect on the project from weather conditions.

The Contractor assumes all liability for its failure to comply with the provisions of this Article. The Contractor shall include this Article in its entirety in all subcontracts for any work at the project site.

Upon the failure of the Contractor or its subcontractors to comply with any of the requirements of the Article, the Owner shall have the authority to stop any operations of the Contractor or its subcontractors affected by such failure until such failure is remedied. No part of the time lost due to any such stop orders shall be made the subject of a claim for extension of time or for increased costs or damages by the Contractor or its subcontractors.

23. **SAFETY:**

The Contractor shall at all times conduct all operations under the Contractor in a manner to avoid the risk of bodily harm to persons or risk of damage to any property. The Contractor shall promptly take all precautions, which are necessary and adequate against any conditions, which involve a risk of bodily harm to persons or a risk of damage to any property. The Contractor shall continuously inspect all work, materials and equipment to discover and determine any such conditions and shall be solely responsible for discovery, determination and correction of any such conditions. The Contractor shall designate an employee as safety supervisor who is acceptable to the Owner.

The Contractor shall comply with all applicable laws, regulations and standards. The Contractor shall coordinate with other Contractors and subcontractors on safety matters and shall promptly comply with any specific safety directions given to the Contractor by the Owner.

The Contractor shall erect and maintain, as required by existing conditions and progress of the work, all reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazard, promulgating safety regulations and notifying the Owner and users of adjacent properties and utilities.

The Contractor shall maintain a Safety Program with detail commensurate with the work to be performed. Such review shall not relieve the Contractor of its responsibility for safety, nor shall it be construed as limiting in any manner the Contractor's obligation to undertake any action which may be

necessary or required to establish and maintain safe working conditions at the site.

The Contractor shall maintain accurate accident and injury reports.

The Contractor shall hold regular scheduled meetings to instruct its personnel on safety practices. The Contractor shall furnish safety equipment and enforce the use of such equipment by its employees.

All equipment furnished and installed on this project shall be manufactured and installed in accordance with the applicable parts of the Williams-Steiger Occupational Safety and Health Act of 1970, and its subsequent amendments and revisions. All work shall be performed in accordance with the regulations and requirements of the above noted Act, revisions and amendments.

24. TAXES, PERMITS AND LICENSES:

The Contractor shall obtain and pay for all licenses, permits, and inspections required for the work.

The Contractor shall pay all appropriate sales taxes, excluding materials permanently retained by the City of Lancaster franchise taxes, income taxes, gross receipts taxes, and other business or occupation taxes imposed upon the Contractor.

25. PATENTS:

Royalties and fees for patents covering materials, articles, apparatus, devices, equipment, or processes used in the work, shall be included in the contract amount. The Contractor shall satisfy all demands that may be made at any time for such royalties or fees and he shall be liable for any damages or claims for patent infringements. The Contractor shall, at his own cost and expense, defend all suits or proceedings that may be instituted against the Owner for alleged infringement of any patents involved in the work and, in case of an award of damages, the Contractor shall pay such award. Final payment to the Contractor by the Owner will not be made while any such suit or claim remains unsettled.

In the event the Contractor is found to have infringed a patent, the Contractor shall either replace the part or process with a non-infringing part or process approved by the Owner, or secure the right to use the infringing part or process. Either choice shall be at the Contractor's expense.

26. MATERIALS AND EQUIPMENT:

Unless specifically provided otherwise in each case, all materials and equipment furnished for permanent installation in the work shall conform to applicable standard specifications and shall be new, unused, and undamaged when installed or otherwise incorporated in the work. No such material or equipment shall be used by the Contractor for any purpose other than that intended or specified, unless such use is specifically authorized by the Owner in each case.

27. WARRANTIES:

Contractor shall guarantee that all products are in accordance with the manufacture's guarantees, warranties, or Policies. Any replacement of defective material or materials will be made in accordance with such guarantee or warranty policies but, in any case, responsibility ends with the replacement of the defective part or parts, and no responsibility will be assumed for unauthorized repair or replacement of said equipment. Nor any expense will be incurred due to failure of said equipment excepting replacement of its defective part or parts by the manufacturer and in accordance with said manufacturer's policies.

Contractors warranty against defects in material and workmanship shall extend two years from the date of final payment.

28. INSURANCE:

The Contractor shall secure and maintain throughout the duration of this contract insurance of suc

and in such amount as may be necessary to protect himself and the interest of the Owner against all hazards or risks of loss as hereinafter specified. The form and limits of such insurance, together with the underwriter thereof in each case, shall be acceptable to the Owner but regardless of such acceptance it shall be the responsibility of the Contractor to maintain adequate insurance coverage at all times. Failure of the Contractor to maintain adequate coverage shall not relieve him of any contractual responsibility or obligation.

Satisfactory certificates of insurance shall be filed with the Owner prior to starting any construction work on this contract. The certificates shall state that 30 days advance written notice will be given to the Owner before any policy covered thereby is changed or canceled.

The Contractor shall comply with all Federal, State and local laws and ordinances relating to Social Security, Unemployment Insurance, Pensions, etc.

28.1 WORKERS COMPENSATION INSURANCE COVERAGE:

(A) Definitions:

Certificate of coverage ("certificate") - 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.

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. **Persons providing services on the project ("subcontractor" in §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.

- (B) 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.
- (C) **The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.**
- (D) 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 governmental entity showing that coverage has been extended.
- (E) The contractor shall obtain from each person providing services on a project, and provide to the governmental entity:
 - (1) a certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and

- (2) no later than seven days after receipt by the contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
- (F) The contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.
- (G) The contractor shall notify the governmental entity in writing by certified mail or personal delivery, within ten 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.
- (H) 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.
- (I) The contractor shall contractually require each person with whom it contracts to provide services on a project, to:
- (1) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, §401.011(44) for all of its employees providing services on the project, for the duration of the project;
 - (2) 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;
 - (3) 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 certificate of coverage ends during the duration of the project;
 - (4) Obtain from each other person with whom it contracts, and provide to the contractor:
 - (a) a certificate of coverage, prior to the other person beginning work on the project; and
 - (b) a new certificate of coverage showing extension of 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;
 - (5) Retain all required certificates of coverage on file for the duration of the project and for one year thereafter;
 - (6) Notify the governmental entity in writing by certified mail or personal delivery, within 10 days after the 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
 - (7) 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.
- (J) By signing this contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the governmental entity that all employees of the Contractor who will provide services on the project will be covered by workers' compensation coverage for 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.

- (K) The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the governmental entity to declare the contract void if the Contractor does not remedy the breach within ten days after receipt of notice of breach from the governmental entity.

28.2 COMPREHENSIVE AUTOMOBILE LIABILITY:

This insurance shall be written in comprehensive form and shall protect the Contractor against all claims for injuries to members of the public and damage to property of others arising from the use of motor vehicles licensed for highway use, whether they are owned, non-owned, or hired.

The liability limits shall not be less than:

Bodily injury\$250,000/person
\$500,000/occurrence
Property Damage	...\$100,000/occurrence

The insurance shall be of the occurrence type and name the Owner as an additional insured.

28.3 COMPREHENSIVE GENERAL LIABILITY:

This insurance shall be written in comprehensive form and shall protect the Contractor against all claims arising from injuries to members of the public or damage to property of others arising out of any act of omission of the Contractor or his agents, employees, or subcontractors. In addition, this policy shall specifically insure the contractual liability assumed by the Contractor under the article entitled DEFENSE OF SUITS.

To the extent that the Contractor's work, or work under his direction, may require blasting, explosive conditions, or underground operations, the comprehensive general liability coverage shall contain no exclusion relative to blasting, explosion, collapse of buildings, or damage to underground property. The liability limits shall not be less than:

Bodily Injury\$250,000/person
\$500,000/occurrence
Property Damage	...\$500,000/occurrence
	...\$500,000/aggregate

The insurance shall be of the occurrence type and name the Owner and Texas Department of Transportation as additional insured.

28.4 BUILDER'S RISK:

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

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

If the work does not include the construction of building structures, builder's risk insurance may

be omitted providing the installation floater insurance fully covers all work.

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

28.5 INSTALLATION FLOATER:

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

29. DEFENSE OF SUITS:

In case any action in court is brought against the Owner, or any officer or agent of the Owner, for the failure, omission, or neglect of the Contractor to perform any of the covenants, acts, matters, or things by this contract undertaken; or for injury or damage caused by the alleged negligence of the Contractor or his subcontractors or his or their agents, or in connection with any claim based on lawful demands of subcontractors, workmen, materials, or suppliers the Contractor shall indemnify and save harmless the Owner and his officers and agents, from all losses, damages, costs, expenses, judgments, or decrees arising out of such action.

30. PATENT INDEMNITY:

The Contractor shall pay all royalties and license fees. He shall defend all suits or claims for infringement of any patent rights and shall save the Owner harmless from loss on account thereof, except that the Owner shall be responsible for all such loss when a particular design, process or the product of a particular manufacturer or manufacturers is specified. But, if the Contractor has reason to believe that the design, process, or product specified is an infringement of a patent, he shall be responsible for such loss unless he promptly gives such information to the Owner.

31. INDEMNITY AND RELEASE:

The Contractor is solely responsible for and shall defend, indemnify, and hold Owner (or any of Owner's representatives or employees), free and harmless from and against any and all claims, liabilities, demands, losses, damages, costs or expense to all persons (including but not limited to reasonable attorneys' fees) arising out of resulting from or occurring in connection with the performance of the work that is (i) attributable to any bodily or personal injury, sickness, diseases or death of any person or any damage or injury to or destruction of real or personal property (other than the work itself) including the loss of use thereof, and (ii) caused in whole or in part by any negligent, strict liability or other act or omission of contractor, any subcontractor or supplier, their respective agents or employees or any other party for whom any of them may be liable regardless of whether such is caused in part by the negligent, strict liability or other act or omission of a party or parties indemnified hereunder.

Said indemnity and hold harmless agreement shall also apply to claims arising from accidents to contractor, its agents or employees, whether occasioned by contractor or its employees, the owner or his employees, or by any other person or persons.

The foregoing indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable under workers' or work

compensation acts, disability benefit acts or other employee benefit acts.

32. FINAL PAYMENT AND RELEASE:

Acceptance by the Contractor of last payment shall be a release to the Owner and every officer and agent thereof, from all claims and liability hereunder for anything done or furnished for, or relating to the work, or for any act or neglect of the Owner or of any person relating to or affecting the work.

33. INSPECTION:

The Owner shall have the right, without extra charge therefore; to inspect all materials and equipment supplied under this contract at any time, including the place of manufacture, either during performance of the work, on final inspection, or during any applicable warranty period. The Owner or its designated representative shall have the right to reject equipment, materials and work not complying with the requirements of this contract. The Owner shall notify the Contractor in writing that such equipment, material or work is rejected. Thereupon, rejected work shall be satisfactorily corrected, rejected equipment shall be satisfactorily repaired or replaced with satisfactory equipment, and rejected material shall be satisfactorily replaced with satisfactory material, all in accordance with the contract, and the Contractor shall promptly segregate and remove rejected materials and equipment from the premises. All such correcting, repairing, replacing, and removing shall be by and at the expense of the Contractor.

The Owner will perform inspections in such a manner so as not to delay the work unreasonably, and the Contractor shall perform its work in such a manner as not to delay inspection unreasonably.

34. FINAL INSPECTION:

When the work has been completed and at a time mutually agreeable to the Owner and Contractor, the Owner will make a final inspection of the work as to the acceptability and completeness of the work.

35. CLAIMS FOR LABOR AND MATERIALS:

The Contractor shall pay all subcontractors and other persons furnishing labor or materials for the work from the contract amount. The Contractor is aware of, and is fully informed of the Contractor's responsibility under article 601f V.T.C.S. pertaining to payments for goods and services contracted for by State agencies or political subdivisions, applies to construction contracts. The Contractor shall be responsible for payment to vendors and subcontractors in accordance with Chapter 2251, Texas Government Code. No third party shall have any contractual privity with the Owner. The Contractor shall indemnify and save harmless the Owner from all claims for labor and materials furnished under this contract. When requested by the Owner, the Contractor shall submit satisfactory evidence that all persons, firms, or corporations who have done work or furnished materials under this contract, for which the Owner may become legally liable, have been fully paid or satisfactorily secured. In case such evidence is not furnished or is not satisfactory, an amount will be retained money due the Contractor which in addition to any other sums that may be retained will be sufficient, in the opinion of the Owner, to liquidate all such claims. Such sum will be retained until the claims as aforesaid are fully settled or satisfactorily secured.

Before final acceptance of the work by the Owner, the Contractor shall submit to the Owner in duplicate a notarized affidavit stating that all subcontractors, vendors, persons, or firms who have furnished labor or materials for the work have been fully paid and that all taxes have been paid. A statement from the surety shall also be submitted consenting to the making of the final payment.

36. ESTIMATES AND PAYMENTS:

On or about the first day of each month the Contractor shall make an estimate of the value of the work completed and of unused materials stored on the site. The Contractor and the Owner shall review the

estimate prior to submitting the formal invoice to the Owner. The estimated cost of repairing, replacing, or rebuilding any part of the work or replacing materials which do not conform to the drawings and specifications will be deducted from the estimated value by the Owner.

The Contractor shall furnish to the Owner such detailed information as he may request to aid in the preparation of monthly estimates. After each estimate has been found acceptable, the Owner will process and pay such invoices within 30 days to the Contractor ~~90% 100% (100% less 10% retainage)~~ of the estimated value less any previous payments. The Contractor shall be responsible for payment to vendors and subcontractors in accordance with article Chapter 2251, Texas Government Code.

Payments for materials stored on the site shall be based only upon the actual costs of such materials to the Contractor and shall not include any overhead or profit to the Contractor.

After official acceptance of the work, the Owner will prepare a final estimate of the work done under this contract. Preparation of the final estimate will not be made until the affidavit and statement required in the article entitled CLAIMS FOR LABOR AND MATERIALS have been received. The Owner will, within 30 days thereafter, pay the entire balance due after deducting all amounts to be retained under any provision of this contract.

Payments to the contractor involving federal funding will require the contractor to submit a copy of the current wage rate for that project with each request for payment.

36.1 PAYMENTS:

Payments may be withheld by Owner for (1) defective work not remedied, (2) claims filed by third parties, (3) failure of the Contractor to make payments properly to subcontractors or for labor, materials or equipment, (4) reasonable evidence that the work cannot be completed for the unpaid balance of the contract price, (5) damage to the Owner or another contractor, (6) reasonable evidence that the work will not be completed by the scheduled work completion date and that the unpaid balance of the contract price would not be adequate to cover actual or liquidated damages for the anticipated delay, (7) persistent failure to carry out the work in accordance with the Contract Documents ~~or (8) statutory retainage as described in Chapter 53 of the Texas Property Code.~~

37. LIENS:

Neither the Contractor, nor any of his subcontractors, workers or suppliers shall have the right of lien against the work performed under this contract, or any property of the Owner to secure payment for labor and materials.

38. STATE LAW:

This contract is performable in the State of Texas and shall be governed by the laws of the State of Texas. Venue on any suit hereunder shall be in Dallas County, Texas.

PREVAILING WAGE RATES FOR BUILDING CONSTRUCTION CITY OF LANCASTER

If the construction project involves the expenditure of federal funds in excess of \$2,000.00, the minimum wages to be paid various classes of laborers and mechanics will be based upon the wages that will be determined by the Secretary of Labor to be prevailing for the corresponding classes of laborers and mechanics employed on the project of a character similar to the contract work in the City of Lancaster.

Note: Executive Order (EO) 13658 establishes an hourly minimum wage of \$10.10 for 2015 that applies to all contracts subject to the Davis-Bacon Act for which the solicitation is issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.10 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Prevailing wage rates are determined by Davis-Bacon and other related Acts and may be found in the Code of Federal Regulations 29 CFR 1.5 and are published in the Federal Register. It is the responsibility of the contractor to ensure items bid (wages) in this contract are current to the published rates. See section 36 of the General Conditions for related requirements.

Rate may be located at: <http://www.access.gpo.gov/davisbacon/index.html>

Except for work on legal holidays, the "general prevailing rate of per diem wage" for the various crafts of type of workers of mechanics is the product of (a) the number of hours worked per day, except for overtime hours, times (b) the above respective Rate Per Hour.

For legal holidays, the "general prevailing rate of per diem wage" for the various crafts or type of mechanics is the product of (a) one and one-half times the above respective Rate Per Hour times (b) the number of hours worked on the legal holiday.

The "general prevailing rate for overtime work" for the crafts or type of workers or mechanics is one and one-half times the above the respective Rate Per Hour.

Under the provisions of Chapter 2258 Texas Government Code, the Contractor shall forfeit as a penalty to the entity on whose behalf the contract is made or awarded. Ten Dollars (\$10.10) for each laborer, worker or mechanic employed, for each calendar day, or portion thereof, such laborer, worker or mechanic is paid less than the said stipulated rates for any work under the contract, by him, or by any subcontractor under him.

Under the provisions of Chapter 61 (Payment of Wages) Texas Labor Code, the Contractor shall forfeit as a penalty to the entity on whose behalf the contract is made or awarded, Ten Dollars (\$10.10) for each laborer, worker or mechanic employed, for each calendar day, or portion thereof, such laborer, worker or mechanic is paid less than the said stipulated rates for any work under the contract, by him, or by any subcontractor under him.

U.S.D.O.L General Wage Decision # TX150035

General Decision Number: TX150035 01/02/2015 TX35

Superseded General Decision Number: TX20140035

State: Texas

Construction Type: Highway

Counties: Archer, Callahan, Clay, Collin, Dallas, Delta, Denton, Ellis, Grayson, Hunt, Johnson, Jones, Kaufman, Parker, Rockwall, Tarrant and Wise Counties in Texas.

HIGHWAY CONSTRUCTION PROJECTS (excluding tunnels, building structures in rest area projects & railroad construction; bascule, suspension & spandrel arch bridges designed for commercial navigation, bridges involving marine construction; and other major bridges).

Note: Executive Order (EO) 13658 establishes an hourly minimum wage of \$10.10 for 2015 that applies to all contracts subject to the Davis-Bacon Act for which the solicitation is issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.10 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/02/2015

* SUTX2011-007 08/03/2011

	Rates	Fringes
CONCRETE FINISHER (Paving and Structures).....	\$ 14.12	
ELECTRICIAN.....	\$ 19.80	
FORM BUILDER/FORM SETTER		
Paving & Curb.....	\$ 13.16	
Structures.....	\$ 13.84	
LABORER		

Asphalt Raker.....	\$ 12.69
Flagger.....	\$ 10.06
Laborer, Common.....	\$ 10.72
Laborer, Utility.....	\$ 12.32
Pipelayer.....	\$ 13.24
Work Zone Barricade	
Servicer.....	\$ 11.68

POWER EQUIPMENT OPERATOR:

Asphalt Distributor.....	\$ 15.32
Asphalt Paving Machine.....	\$ 13.99
Broom or Sweeper.....	\$ 11.74
Concrete Pavement	
Finishing Machine.....	\$ 16.05
Concrete Saw.....	\$ 14.48
Crane Operator, Lattice	
Boom 80 Tons or Less.....	\$ 17.27
Crane Operator, Lattice	
Boom over 80 Tons.....	\$ 20.52
Crane, Hydraulic 80 Tons	
or Less.....	\$ 18.12
Crawler Tractor.....	\$ 14.07
Excavator, 50,000 pounds	
or less.....	\$ 17.19
Excavator, over 50,000	
pounds.....	\$ 16.99
Foundation Drill , Truck	
Mounted.....	\$ 21.07
Foundation Drill, Crawler	
Mounted.....	\$ 17.99
Front End Loader 3 CY or	
Less.....	\$ 13.69
Front End Loader, over 3 CY.	\$ 14.72
Loader/Backhoe.....	\$ 15.18
Mechanic.....	\$ 17.68
Milling Machine.....	\$ 14.32
Motor Grader, Fine Grade....	\$ 17.19
Motor Grader, Rough.....	\$ 16.02
Pavement Marking Machine....	\$ 13.63
Reclaimer/Pulverizer.....	\$ 11.01
Roller, Asphalt.....	\$ 13.08
Roller, Other.....	\$ 11.51
Scraper.....	\$ 12.96
Small Slipform Machine.....	\$ 15.96
Spreader Box.....	\$ 14.73

Servicer.....	\$ 14.58
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Steel Worker (Reinforcing).....	\$ 16.18
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TRUCK DRIVER

Lowboy-Float.....\$ 16.24
 Off Road Hauler.....\$ 12.25
 Single Axle.....\$ 12.31
 Single or Tandem Axle Dump
 Truck.....\$ 12.62
 Tandem Axle Tractor with
 Semi Trailer.....\$ 12.86
 Transit-Mix.....\$ 14.14

WELDER.....\$ 14.84

WELDERS - Receive rate prescribed for craft performing
 operation to which welding is incidental.

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Unlisted classifications needed for work not included within
 the scope of the classifications listed may be added after
 award only as provided in the labor standards contract clauses
 (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification
 and wage rates that have been found to be prevailing for the
 cited type(s) of construction in the area covered by the wage
 determination. The classifications are listed in alphabetical
 order of "identifiers" that indicate whether the particular
 rate is a union rate (current union negotiated rate for local),
 a survey rate (weighted average rate) or a union average rate
 (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed
 in dotted lines beginning with characters other than "SU" or
 "UAVG" denotes that the union classification and rate were
 prevailing for that classification in the survey. Example:
 PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of
 the union which prevailed in the survey for this
 classification, which in this example would be Plumbers. 0198
 indicates the local union number or district council number
 where applicable, i.e., Plumbers Local 0198. The next number,
 005 in the example, is an internal number used in processing
 the wage determination. 07/01/2014 is the effective date of the

most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

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VENDOR INFORMATION SHEET

Please Type or Print

Company Name		Contact Person	
Payment Address:			
Mailing Address:			
Phone:		Fax	
Email:	Suggested (sales@ or bids@)		
Website:			
Is your company a woman or minority owned business with at minimum 51% ownership?		Yes	No
If Yes, Is your company certified? Please include a copy of your certificate with this bid package.		Yes	No
Texas Certifying Agency			
Certification #		Expiration Date:	
Will subcontractors be used for this project? If yes, please list certification information on a separate form and include a copy of certificate.		Yes	No
Federal ID #:	Type of Business:	Corporation	Sole Proprietor Partnership
County:	Other:		
How did you here about this project and where did you receive the document from? Please check appropriate box below.			
Dallas Morning News	Focus Newspaper	Demandstar/Onvia	City of Lancaster Website
Plan Room Which One?	Via Telephone from Purchasing Agent		
Other:			
Comments			
Would you like payments sent electronically? If yes, please complete items 1-6		Yes	No
1. Name as it appears on bank account			
2. Company Name if different from above			
3. Routing Number	_____		
4. Account Number			
5. Type of Account	Checking _____ Savings _____		
6. Email address to receive payment advice.			

GENERAL INFORMATION

ACCESSIBILITY

The city of Lancaster Municipal Building is wheelchair accessible. For accommodations or sign interpretive services needed for proposal openings, please contact the City Secretary's Office Purchasing Office 48 hours in advance at (972) 218-1112.

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. Addenda will be mailed, emailed, or faxed to all who are known to have received a copy of this bid. Bidders shall acknowledge receipt of all addenda. **It is the responsibility of the bidder to check for addenda.**

ASSIGNMENT OF BID/CONTRACT

The successful bidder may not assign their rights and duties under and award without the written consent of the City's Purchasing Agent. The successful bidder may not assign more than 70% of their rights and duties under and award. Such consent shall not relieve the assignor of liability in event of default by their assignee.

BID 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.

BID CONSIDERATION / TABULATION

After bids are opened and publicly read aloud, 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.

BID SUBMISSION

Bids may be submitted in person or by mail. **Facsimile Transmittals Will Not Be Accepted.**

-  Submit sealed bids in person to 211 N. Henry Street, Lancaster, TX 75146.
-  Submit sealed bids via mail to PO Box 940, Lancaster, TX 75146.
-  Submitted bids must contain an original signature on the bid acknowledgement. Bids will not be accepted without a signature.
-  The City is not responsible for mail service. 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.

Any proposal received after stated closing 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.

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.

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 a brand name product referenced in the Proposal Schedule.**

CANCELLATION OF BIDS

Bids may be cancelled by the City of Lancaster with 30 days written notice.

CHANGES OR ALTERATIONS

No part of this bid may be changed or altered in any way. Bidders must submit written requests to change any specifications/conditions with their proposal. ***Changes made with out submission of a written request to this bid will result in disqualification.***

COMPLETING INFORMATION

Bidder must fill in all information asked for in the blanks provided under each item. Failure to comply may result in rejection of the Bid at the City's option.

CONFLICT OF INTEREST

No public official shall have interest in this contract, in accordance with Vernon's Texas Codes Annotated, Local government Code Title 5. Subtitle C, chapter 171.

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.

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.

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.

INDEMNIFICATION

In case any action in court is brought against the Owner, or any officer or agent of the Owner, for the failure, omission, or neglect of the contractor to perform any of the covenants, acts, matters, or things by this contract undertaken; or for injury or damage caused by the alleged negligence of the contractor or his subcontractors or his or their agents, or in connection with any claim based on lawful demands of subcontractors, workmen, material men, or suppliers the contractor shall indemnify and save harmless the Owner and his officers and agents, from all losses, damages, costs, expenses, judgments, or decrees arising out of such action.

INSURANCE

Deductibles, of any type, are the responsibility of the contractor

MISCELLANEOUS

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.

The City of Lancaster supports a recycling program. Recycled materials are acceptable and will be considered for award. The Owner desires to use recycled products when a comparable material/product is available. If the bidder 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 Owner will determine the acceptability of the materials/product bid as an alternate.

PAYMENT TERMS & CONDITIONS

TO CONTRACTORS - All bids shall specify terms and conditions of payment, which will be considered as part of, but not control, the award of bid. City review, inspection, and processing procedures ordinarily require thirty (30) days after receipt of invoice, materials or service. Bids which call for payment before 30 days from receipt of invoice, or cash discounts given on such payment, will be considered only if in the opinion of the Purchasing Agent the review, inspection and processing procedures can be completed as to the specific purchases within the specified time.

FROM CONTRACTORS TO SUBCONTRACTORS – Contractors agrees to pay all subcontractors within 15 days of receipt of payment. A signed report must be submitted showing all subcontractors, check number, date, and related work.

REJECTION OF BIDS

The Owner reserves the right to reject any or all bids or to waive any technicalities at its option when in the best interests of said Owner.

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 Owner reserves the right to waive any irregularities and to make the award in the best interests of the Owner.

The Owner 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:

- Bids received after the time limit for receiving bids as stated in the advertisement.
- Proposal containing any irregularities.
- Unbalanced value of any items.

Bidders may be disqualified and their bids not considered, among other reasons, for any of the following specific reasons:

- Reason for believing collusion exists among the Bidders.
- Reasonable grounds for believing that any Bidder is interested in more than one Proposal for the work contemplated.
- The Bidder being interested in any litigation against the Owner.
- The Bidder being in arrears on any existing contract or having defaulted on a previous contract.
- Lack of competency as revealed by a financial statement, experience and equipment, questionnaires, etc.
- Uncompleted work, which in the judgment of the Owner will prevent or hinder the prompt completion of additional work if awarded.

REQUEST FOR NON-CONSIDERATION

Bids deposited with the Owner 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 Owner 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.

SALES TAX

The total for each bid submitted must include any applicable taxes. Although the Owner is exempt from most Local, State, or Federal taxes, this is not true in all cases. It is suggested that taxes, if any, be separately identified, itemized, and stated on each bid. The Owner cannot determine for the bidder whether or not the bid is taxable to the Owner. The bidder through the bidder's attorney or tax consultant must make such determination. Bills submitted for taxes after the bids are awarded will not be honored.

VENUE

This agreement will be governed and construed according to the laws of the State of Texas and performable in the City of Lancaster.

STATE RECIPROCAL REQUIREMENT

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.

1. Where is your principal place of business? _____
2. Only if your principal place of business is not in the state of Texas, please indicate:
 - A. In which state is your principal place of business located? _____
 - B. Does that state favor resident bidders (bidders in your state) by some dollar increment or percentage? YES NO
 - C. If "YES", what is that dollar increment or percentage? _____

NON-COLLUSION STATEMENT

The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firms, partnership or individual has not prepared this bid in collusion with any other Bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employer or agent to any other person engaged in this type of business prior to the official opening of this bid.

Vendor: _____

Address: _____

City, State, Zip: _____

Signature of company official
authorizing this bid: _____

Printed Name: _____

Title: _____

County: Dallas

Control: 0918-45-853,ETC

Highway: CS

SW3P RESPONSIBILITIES**City Area of Responsibility**

Responsible for the area defined by the limits of the subject project, except for those areas utilized and operated by the contractor. These areas include, though are not limited to, areas used for field offices, equipment and/or material storage, and concrete or asphalt plants.

City Operational Responsibility

Responsible for seeking coverage under the TPDES Construction General Permit (CGP) and operating the project within the requirements of the CGP for discharging storm water from the subject project and to notify MS4 permit holders of the intent to discharge storm water.

File a Notice of Termination with TCEQ upon completion of the project when the exposed areas have been stabilized with a vegetative cover of at least 70%.

Contractor Area of Responsibility

Responsible for all areas under their direct operational control which includes, though not limited to, areas used for field offices, equipment and/or material storage, and concrete or asphalt plants. These areas may be located on or off the subject project's R.O.W.

Contractor Operational Responsibility

Responsible for seeking coverage under the TPDES Construction General Permit (CGP) and adhering to all requirements of the permit for discharging storm water from the areas under their operational control. Perform regular inspections, prepare a written report of deficiencies, and repair deficiencies within the time frame set forth by the permit. File a Notice of Termination with TCEQ upon completion of the project when the exposed areas have been stabilized with a vegetative cover of at least 70%.

Responsible under contractual obligations to City to install, clean, repair, replace or remove sediment and erosion control devices as indicated on City's Inspection Reports, or as required by daily construction practices, within the time frame set forth by the permit.

SPECIFICATION DATA

Table 1: Soil Constants Requirements				
Item	Description	Plasticity Index		Note
		Max	Min	
132	Embk(Density Control)(Type C)	40	8	1

County: Dallas

Control: 0918-45-853,ETC

Highway: CS

Note 1: Material excavated from the project must meet the PI requirements when used in the top 10 feet of embankment that supports the pavement structure or other locations shown in the plans. Do not use shale and obtain approval to incorporate shaley clay produced by the construction project.

Table 2: Basis of Estimate for Permanent Construction					
Item	Description	Thickness	Rate		Quantity
162	Block Sod	N/A			667 SY
164	CELL FBR MLCH SEED(PERM)(URBAN)(CLAY)	N/A			29,467 SY
166 *	Fertilizer (12-6-6)	N/A	500	Lb/Ac	Ton
168	Vegetative Watering	N/A	7	MG/Ac/Day	1,200 MG
260	Hydrated Lime (slurry)			9% by wt	678 Ton
* For contractor's information only Note: <ul style="list-style-type: none"> (1) Base material weight based on 1.50 Ton/CY (dry- compacted) (2) Subgrade weight based on 1.55 Ton/CY (dry-compacted) 					

County: Dallas**Control: 0918-45-853,ETC****Highway: CS****GENERAL**

Access will be provided to all business and residences at all times. Where turning radii are limited during phased construction at intersections, provide all weather surfaces such as RAP or base in turning movements to accommodate and to protect the traffic from edge drop-offs. Materials, labor, maintenance and removal for these temporary accesses and radii will not be paid for directly but will be considered subsidiary to the various bid items.

The construction, operation and maintenance of the proposed project will be consistent with the state implementation plan as prepared by the Texas Commission on Environmental Quality.

The disturbed area for this project, as shown on the plans is 10.5 acres. However, the Total Disturbed Area (TDA) will establish the required authorization for storm water discharges. The TDA of this project will be determined by the sum of the disturbed area in all project locations in the contract, and all disturbed area on all Project-Specific Locations (PSL) located in the project limits and/or within 1 mile of the project limits. The department will obtain an authorization to discharge storm water from the Texas Commission on Environmental Quality (TCEQ) for the construction site as shown on the plans, according to the TDA of the project. The contractor will obtain any required authorization from the TCEQ for the discharge of storm water from any PSL for construction support activities on or off of the project row according to the TDA of the project. When the TDA for the project exceeds 1 acre, provide a copy of the appropriate application of permit (NOI, or Construction Site Notice) to the engineer, for any PSL located in the project limits or within 1 mile of the project limits. Follow the directives and adhere to all requirements set forth in the TCEQ, Texas Pollution Discharge Elimination System, Construction General Permit (TPDES, CGP).

Prior to contract letting, bidders may request electronic earthwork information by email.

Email: ggarcia@lancaster-tx.com

Earthwork files will be provided by email.

This data is for non-construction purposes only and it is the responsibility of the prospective bidder to validate the enclosed data with appropriate plans, specifications and estimate for the project(s).

Install traffic marking signs prior to sealcoat application and remove within three days after placement of traffic markings.

Leave all right of way areas undisturbed until actual construction is to be performed in said areas.

Place survey monuments, provided by the department, at points indicated and as detailed in the plans or as directed. Furnish surface coordinates and the elevation of the set monument and an azimuth from the monument to some prominent physical feature, preferably another survey monument on the project. This work will not be paid for directly, but will be considered subsidiary to the various bid items.

Use established industry and utility safety practices to erect poles, luminaries, signs or structures near any overhead or underground utility. Consult with the appropriate utility company prior to beginning such work.

County: Dallas

Control: 0918-45-853,ETC

Highway: CS

Underground utilities owned by [AT&T](#), [Oncor](#), [Atmos](#), [CenturyLink](#) or other third parties may be present within the Right-Of-Way on this project. If city owned irrigation facilities are present, call the appropriate department of City of Lancaster a minimum of 48 hours in advance of excavation. The Contractor is liable for all damages incurred to the above mentioned utilities when working without having the utilities located prior to excavation.

For the project to be deemed complete, permanently stabilize all unpaved disturbed areas of the project with a vegetative cover at a minimum of 70% density for the control of erosion.

Repair or replace any structures and utilities that might have been damaged by negligence or a failure to have utility locates performed.

Perform all electrical work in accordance with the National Electrical Code and Texas Department of Transportation Specifications.

Consult with appropriate electric company representatives according to their respective area to coordinate electrical services installations.

Meet weekly with the engineer to notify him or her of planned work for the upcoming week.

Provide the engineer with a daily work schedule of planned work.

Submit pre-letting questions, by email only, to the attention of City Engineer.

City Engineer's Email: ggarcia@lancaster-tx.com

City Project Manager's Email: dpatel@lancaster-tx.com

Answers will be provided by email.

Material On Hand (MOH) will not be used in calculating partial payments for Mobilization.

Provide the Engineer with a copy of all Disadvantage Business Enterprise (DBE) subcontractor agreements prior to commencing work.

The following standard detail sheets have been modified:

None

Item 8:

This Project will be a Five-Day Workweek in accordance with Article 8.3.1.1.

Item 100:

Remove the existing roadway small signs, delineators and object markers as shown on the plans, or as directed, during construction within the right of way. Small sign, delineator and object marker removals are subsidiary to this Item.

The limits of preparing right of way will be measured from Sta. 10+75 to Sta. 62+34 along the centerline of construction.

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Item 104:

In those areas where the pavement is not to be overlaid, provide a smooth surface after the curb removal. Planing or grinding is considered an acceptable method at these locations. Measurement and payment is in accordance with this item.

Sawing of concrete is not paid for directly, but is considered subsidiary to this item.

Item 105:

Saw existing asphalt along neat lines where portions are to be left in place temporarily or permanently. Sawing is not paid for directly, but is subsidiary to this item.

Take possession of recycled asphalt pavement from the project and recycle the material. Properly dispose of unsalvageable material at your own expense.

Item 110:

Scarify and loosen the excavated areas, unpaved surface areas, except rock, to a depth of at least 8 inches and compact in accordance with the specifications.

Perform the following test by an approved laboratory on excavated soils when used for roadway embankment: 1- Tex-145-E (Sulfate Content in Soils), 2- Tex-106-E (Plasticity Index). Provide the above-mentioned test results on sources outside of the right of way at no expense to the department. Contact the engineer for a list of approved laboratories. Notify the engineer 72 hours before sampling and testing material. Perform split-sample verification testing with the engineer when directed. The engineer will sample and test soils produced by the construction project for specification requirements or material sources specified in the plans.

Excavated shale is not an acceptable material for embankment.

Items 110 and 132:

Excavation and embankment for driveways, sleeper slabs, alleys and intersections will not be paid for directly, but will be considered subsidiary to these items.

Item 132:

Excavated material from the project site has not been determined to be suitable for embankment. The bidder assumes all risk for the use of excavated materials for embankment and is expected to meet all material requirements for embankment regardless of the source.

Earth embankment Type C, is mainly composed of material other than shale. Furnish material that is free from vegetation or other objectionable material and that conforms to the requirements of Table 1 (Sheet B). If necessary, add lime slurry in accordance with Item 260, "Lime Treatment (Road-Mixed)" in order to meet these requirements. Use Tex-121-E, figure 1, page 5 to calculate the amount of lime required. Furnish material containing sulfate at or below the threshold of 5000 parts per million (ppm). For material with sulfate levels greater than 3000 ppm, allow the mixture to mellow for at least three days, or as directed. Test soil for sulfate levels in accordance with Tex-145-E. Use an approved laboratory to perform tests for sulfate and plasticity index and provide results on sources outside the right of way to the department. Contact the engineer for a list of approved laboratories. Notify the engineer 48

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hours before sampling and testing material. Perform split-sample verification testing with the engineer when directed. The engineer will sample and test material produced by the construction project for specification requirements or material sources specified in the plans. The engineer will test material placed or excavated to a depth of one foot below and laterally to one foot outside the proposed treatment limit. Lime treatment and testing of this material will not be paid for directly, but will be considered subsidiary to this item.

Do not use shaley clays in embankment unless approved in writing.

All fill shall be compacted by mechanical methods. Maximum loose lift for compaction shall be 8 inches. All lifts shall be tested for density by and independent laboratory approved by the city. Density requirement shall be as shown on the plans for the type of material called for in the plans.

Item 260:

Furnish and distribute MS-2 smoothly and evenly at the rate of 0.20 gallons per square yard to cure lime, as directed.

Subgrade under pavements shall be a minimum of 8 inches of lime treated subgrade. 9% hydrated lime shall be utilized.

Lime treated subgrade shall be compacted to a density of not less than 95 percent of maximum density as determined by ASTM D 698. Moisture content shall be within -2 to +4 of optimum. Density test results shall be completed by an independent laboratory approved by the city. All results shall be provided by the city.

Lime trimmings are not acceptable for any use.

Item 360:

Concrete for all pavements shall be in accordance with TxDOT class "P" concrete (4400 psi compressive strength @ 28 days).

Reinforcing steel shall be deformed bars No. 4 on 9 inch centers or no. 5 bars on 14 inch centers. Reinforcing shall be in both directions on center. Reinforcing steel shall be in accordance with Item 440.

All reinforcing steel shall be tied (100%). Reinforcing steel shall be set on plastic chairs. Bar laps be minimum 30 diameters.

Expansion joints shall be spaced every 200 feet and at all intersections.

Sawed transverse dummy joints shall be spaced every 20 feet on paving 8 inches or thicker and every 15 feet for paving thickness less than 8 inches. Sawing shall occur as soon as possible after the pour. Sealing shall be placed in accordance with the manufacturer's recommended procedure and TxDOT Item 438. Otherwise the section shall be removed and longitudinal butt joint constructed. See Construction Joint detail on standard sheet STREET-03 for longitudinal joints.

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No vehicles shall be permitted on concrete pavement without approval from the city. The city will make determination based on concrete break report.

Cure the concrete pavement with MS-2.

Stockpile the concrete aggregates at the plant site.

Provide pavement widening joints, as detailed in the plans, at all locations where concrete pavement is placed adjacent to existing concrete pavement. Installation of these joints is not paid for directly, but is considered subsidiary to this item.

Payment for furnishing and installing the pre-molded expansion joint material between the retaining walls and concrete pavement is not paid for directly, but is considered subsidiary to this item.

Provide a curing machine equipped with rubber tires, or other acceptable arrangement, so that the machine will span the pavement and monolithic curb.

The installation of curb openings is not paid for directly, but is considered subsidiary to this item.

Place construction and dummy sawed joints in accordance with the City of Lancaster pavement detail sheets (STREET-03), dated January 2015, and as directed. Joint locations, other than as shown on the plans, are subject to approval. Pavement leaveouts are required on this project as necessary to provide for traffic at driveways and side streets as shown in the plans or as directed. The cost of providing these leaveouts, including the construction of a suitable crossover connection at each site, is not paid for directly but is considered subsidiary to this item.

If a traveling form paver is used, provide one equipped with an electronically operated horizontal control device.

Use "mechanical steel placing equipment" at the discretion of the engineer.

Contractor personnel performing job-control testing on concrete must be ACI- Certified. Provide a copy of certification paper to the Engineer upon arrival and before testing at job site. Furnish hard copies of calibration reports for testing equipment when non-TxDOT approved equipment is used to test concrete.

The engineer may allow the use of local commercial laboratories under contract to provide these services.

If more than 30% of an area in any 1000-Ft section of roadway requires grinding, action will be taken by the Contractor to make that 1000-Ft full width section uniform without changing ride quality, compromising quality of pavement and decreasing skid resistance. Approved blasting method or other method approved by the Engineer will be performed at the Contractor's expense.

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The installation of street header is not paid for directly, but is considered subsidiary to this item.

Item 361:

Provide Class HES concrete designed to attain a minimum average flexural strength of 255 psi or a minimum average compressive strength of 1,800 psi within the allowed lane closure times.

All permanent pavement markings which are removed during the removal of the existing concrete pavement are to be replaced as directed by the Engineer. These pavement markings will not be paid for directly, but will be considered subsidiary to this bid item.

Item 400:

Structural Excavation is not paid for directly but is considered subsidiary to pertinent Items.

When placing concrete storm drain pipe on slopes of greater than 10 percent, provide cement stabilized backfill to a depth shown on the plans. The aggregate shall conform to the requirements of Article 421.2.E.2.

Item 416:

Provide a minimum of one core per bent, regardless of placement method.

Item 421:

Furnish mix designs to the Engineer in a format compatible to the latest version of the Department's Construction Management System (Site Manager). Mix Design templates will be provided by the Engineer.

Provide sulfate resistant concrete for box culverts and all drilled shafts. At the contractor's option, a sulfate resistant high performance concrete may be used; however, high performance concrete is not considered sulfate resistant concrete when Class C fly ash and Type I cement is used in the mix design.

Strength evaluation using maturity testing, Tex-426-A, may be used for all concrete elements except drilled shafts.

Air-entrain all cast-in-place concrete except for Class "B" and concrete used in drilled shafts. For structural concrete, if the air content is more than 1.5% below the required air, follow manufacturer recommendations to add the necessary approved air bags to increase the air content at the job site. Limit the adding of air bags in the field to one trial. For structural concrete in abutments, bents and columns do not reject the load of concrete due to low air content; accept concrete based on strength tests. Structural concrete in approach slabs, slabs, sidewalks, medians and rails shall meet the provisions of the specification. Precast structural members do not require air entrainment.

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Item 440:

Provide reinforcing steel with epoxy coating meeting the requirements of item 440 for the following bridge components: approach slab, slab, sidewalk, median, concrete traffic barrier, and rail.

Epoxy coated reinforcing is not required for portions of rail or concrete traffic barrier not located on a bridge.

Reinforcing for abutments, bents and columns are not required to be epoxy coated.

R-bars (I-beams, U-beams and TX Girders), Z-bars (boxes), H-bars (Slab beams), and C-bars (DT beams) are not required to be epoxy coated.

All ties, chairs and other appurtenances used with epoxy coated reinforcing shall be epoxy coated or non-metallic.

Fiber Reinforced Concrete (FRC) can be used as a substitute for Non-Structural Class Reinforced Concrete in Mow-Strip and Rip Rap Items as approved. FRC may also be used for other Non-Structural Class Reinforced Concrete Items as approved.

Item 462:

The floor of the excavation for inlet box must provide a firm, level bed for the base section to rest upon.

A minimum of 6 inches of 1" diameter (maximum) rock or gravel shall be used to prepare the bedding to final grade or in lieu of this, at least 6 inches of 2-sack cement stabilized-sand shall be allowed to set by keeping hole pumped dry.

Reinforced concrete pipe class iii minimum or high density, polyethylene storm sewer pipe is approved within the city.

Item 464:

The concrete collars and the connections of pipes to existing or proposed concrete boxes or pipe will not be paid for directly but will be considered subsidiary to the various bid items.

At locations where storm drains dead-end, plug with a concrete plug of a thickness equal to 1 ½ inches per foot of diameter of pipe with a minimum thickness of 3 inches. The cost of the plugs shall be included in the unit price bid per foot of the various storm drain pipes.

Item 465:

Precast inlets must be approved by the city.

Concrete to be minimum 4,200 psi.

Locking device is required on all storm sewer lids.

"No Dumping" warning plaque to be installed on all standard and recessed inlets.

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Concrete cast-in-place inlets shall have a minimum comprehensive strength of 4,200 psi @ 28 days.

Storm drain tile shall be placed in the center of the inlet, 2 inches from the edge of opening as shown in the drawing. Use PL-200 construction adhesive for application.

Existing storm sewer pipe and/ or laterals shall be located prior to setting constructing inlet boxes, if adjustment in grade or lateral is required, a revised design by the engineer of record shall be submitted to the city for approval.

Item 471:

Tackweld all inlet grates and manhole covers to the frame with two 1-inch welds. Supply unpainted cast iron inlet grate and frame and/or cast iron manhole frame and cover.

Item 479:

Accept ownership of inlet grates and manhole covers and properly dispose of them outside the limits of the right of way in accordance with federal, state and local regulations.

Item 496:

Concrete pavement removed as a result of removing the inlets will not be paid for directly but will be considered as subsidiary to Item 496.

Inlet grates and manhole covers become the property of the contractor for disposal.

Item 502:

The Contractor Force Account "Safety Contingency" that has been established for this project is intended to be utilized for work zone enhancements, to improve the effectiveness of the Traffic Control Plan, that could not be foreseen in the project planning and design stage. These enhancements will be mutually agreed upon by the Engineer and the Contractor's Responsible Person based on weekly or more frequent traffic management reviews on the project. The Engineer may choose to use existing bid items if it does not slow the implementation of enhancement.

Provide written proposed lane closure information by 1:00 pm on the business day prior to the proposed closures. Do not close lanes when this requirement is not met.

When excavation is required next to a pavement lane carrying traffic and the widening is not completed by the end of the work day, backfill against the edge of the pavement with at least a 3:1 slope using an acceptable material to support vehicular traffic. Carefully remove and dispose of this material when work resumes. Backfilling pavement edges, and the materials required for the work will be subsidiary to this item.

Place barricades and signs in locations that do not obstruct the sight distance of drivers entering the highway from driveways or side streets.

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Provide rectangular shape (CW12-2P) Temporary Clearance Signs on all bridges where the existing vertical clearance has changed. Install Signs to the satisfaction of the Engineer prior to opening to traffic. Plywood sign blanks will have minimum dimensions of 84" X 12". Work performed and materials are subsidiary to this item.

Do not commence work on the road before sunrise. Do not operate or park any equipment/machinery closer than 30 feet from the traveled roadway after sunset unless authorized by the engineer.

When moving unlicensed equipment on or across any pavement or public highways, protect the pavement from all damage using an acceptable method.

Item 504:

Furnish one Field Office and Laboratory (Type B) for this project.

Provide one local phone line to the field office. Supply one phone jack and one telephone per each room in the field office. The cost of the phone installation and various monthly phone service charges will be the contractor's responsibility.

Chain link fencing will be provided around the field office/laboratory and parking areas.

Provide an all in one printer/scanner/fax/copier with software that is compatible with City of Lancaster's equipment, cost not in excess of \$300. This is subsidiary to the various bid items

Item 506:

Take all practicable precautions to prevent debris from being discharged into the Waters of Texas or a designated wetland. Install Best Management Practices before demolition begins and maintain them during the demolition. Remove any debris or construction material that escapes containment devices and are discharged into the restricted areas, before the next rain event or within 24 hours of the discharge.

Provide SW3P Signs. Obtain from the Engineer a copy of the project's completed TPDES Storm Water Program Construction Site Notice and signed Contractor Certification Statement. Laminate the sheets and bond with adhesive to 36" X 36" plywood sign blanks. Ensure the sheets remain dry. Apply Type C Blue reflective sheeting as the background and add the text "SW3P" in 5" white lettering, centered at the top. Attach the signs to approved temporary mounts and locate at each of the project limits just inside the right of way line at a readable height or as directed by the Engineer. If the sign cannot be placed outside the clear zone, it must adhere to the TMUTCD. SW3P signs, maintenance, and repostings (for replacement or as needed to ensure readability) will be subsidiary to Item 502.

All disturbed areas of roadway work shall have grass established immediately. Grass shall meet the requirements of TxDOT items 162 and 164.

Item 508:

Testing of materials used in the construction of a temporary detour may be waived when approved by the Engineer.

Item 529:

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Provide curbs monolithically constructed with the concrete pavement. If continuous monolithic curb has to be temporarily omitted for any reason, provide dowelled curbs in the proposed areas, as detailed in the plans, and apply an approved epoxy resin to the pavement to receive the curb as directed. This work and materials will not be paid for directly, but is considered subsidiary to this item.

Provide grooved joints at 10-foot intervals and $\frac{3}{4}$ inch expansion joint material for doweled curb at the same locations as on the existing pavement.

For Curb and Gutter sections, provide grooved joints at 10-foot intervals and $\frac{3}{4}$ inch expansion joint material at a maximum of 50-foot centers and at all radius points and inlets.

Curb and Gutter transitions will be paid for by the foot at the unit price for the corresponding curb or curb and gutter section.

Saw joints at the same location as on the existing pavement.

Curb transition is paid for as CURB (MONOLITHIC)(LANC.).

Item 531:

All sidewalks shall include barrier free ramps at intersections streets, alleys, driveways, etc. barrier free ramps shall meet current ADA requirements and be approved by Texas Department of Licensing and Regulation (TDLR).

Expansion joint material shall be used where sidewalk abuts driveways.

Item 540:

Furnish one type of post throughout the project except as specifically noted in the plans.

Item 542:

Salvage metal beam guard fence removed from this project become the property of the contractor for disposal. The work involved in hauling this material will not be paid for directly, but will be considered subsidiary to this item.

Item 560:

Coordinate mailbox requirements and preferences with City of Lancaster prior to ordering and installation.

Item 585:

Use Surface Test Type A on all intersections and driveways.

Use Surface Test Type B pay adjustment schedule 3 on the travel lanes.

Item 618:

Use materials from prequalified material producers list as shown on the Texas Department of Transportation (TxDOT) - Construction Division's (CST) materials producers list. Category is "Roadway Illumination and Electrical Supplies."

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The location of conduits and ground boxes are diagrammatic only and may be shifted to accommodate field conditions as directed.

Secure permission and approval from the proper authority prior to cutting into or removing any sidewalks or curbs for installation of this Item.

Place conduit under existing pavement by an approved boring method. Do not place boring pits closer than 2 feet from the edge of the pavement unless otherwise directed. Do not use water jetting. When conduits are bored, do not exceed 18 inches in the vertical and horizontal tolerances as measured from the intended target point.

Do not use a pneumatically driven device for punching holes beneath the pavement (commonly known as a "missile").

Furnish and install a non-metallic mule tape in conduit runs in excess of 50 feet. Also furnish and install non-metallic mule tape in conduit installed for future use and cap using standard weather-tight conduit caps, as approved. Furnish Garvin # PT-1250-3K, ComStar PUL 1250P3K, Ideal Part No. 31-315 or equal as approved by the Engineer. This work will not be paid for directly, but is subsidiary to this Item.

Use a colored cleaner-primer on all PVC to PVC joints before application of PVC cement. Seal all conduit ends with a permanently soft, non-toxic duct seal. Use a duct seal that does not adversely affect other plastic materials or corrode metals.

Communications cable shall be installed in a separate conduit and bored separately.

Coordinate electrical service requirements with Oncor representative, Richard Brewster, 214-586-4245, Richard.Brewster@oncor.com. Electrical service should meet Oncor "ELECTRIC SERVICE GUIDELINES", TSN 449260, February 2014.

Item 620:

The equipment grounding conductor shall be identified by a continuous green colored jacket insulation or bare wire. Grounded conductors (Neutral) shall be identified by a continuous white colored jacket. Ungrounded conductors (Hot) in a 120/240v or 240/480v system shall be identified by each pole or leg. For 240-volt branch circuit fed from 120/240 source and 480-volt branch circuit fed from 240/480 source, ensure one leg is identified by a continuous black colored jacket and the other leg by a continuous red colored jacket.

For both transformer and shoe-base type illumination poles, provide double-pole breakaway fuse holder as shown on the Texas Department of Transportation (TxDOT) - Construction Division's (CST) materials producers list. Category is "Roadway Illumination and Electrical Supplies." Fuse holder is shown on list under Items 610 & 620. Provide 10 amp time delay fuses.

Item 624:

Slack conductors required by Standard Sheet ED(2)-03 will be subsidiary to Item 624.

Concrete removal required for installation of ground boxes will be subsidiary to Item 624.

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Item 628:

Contact the appropriate utility company during the first three weeks of the project lead-time period to allow adequate time for any necessary utility adjustments, transformer installation, etc.

Label the service enclosures indicating service address as well as all required information as shown on the Electrical Detail (ED) standard sheets. Labeling shall be silk screening or other acceptable method. This work will not be paid for directly, but is subsidiary to this Item.

A Licensed Master Electrician that meets the requirements of Article 7.19.1.4. Electrical Requirements of the 2014 Standard Specifications For Construction And Maintenance Of Highways, Streets, And Bridges Book, shall be required for the installation of electrical services.

When concrete for service pole foundations is required, use Class A in accordance with Item 421, "Hydraulic Cement Concrete", except consider the concrete subsidiary to Item 628 for payment purposes. When reinforcing steel for service pole foundations is required, it will be in accordance with Item 440,"Reinforcing Steel", except consider the steel subsidiary to Item 628 for payment purposes.

Use only white insulated wire for neutral wire.

Bill electrical service power usage to the City of Lancaster.

Item 644:

Prior to taking elevations to determine lengths for fabrication of sign posts, obtain verification of all proposed locations.

Provide field galvanizing and metallizing equipment, as per Item 445, at all times and make repairs to galvanized surfaces according to the above specification item at intervals as directed.

All sign mounts shall have a clamp base system for all small roadside sign assemblies.

After sign supports with signs attached have been erected, wash individual units requiring cleaning with an approved cleaning solution to remove all grease, oil, dirt, smears, streaks, and other foreign particles.

Item 656:

Form a 3/4-inch chamfer on the top edge of each pedestal pole foundation. Probe for utilities and underground structures prior to drilling foundations. Foundations shall be paid for once regardless of extra work caused by obstructions.

Item 672:

White adhesive will be used on concrete pavements

Item 677:

A water blasting method approved by the Engineer will be the only method allowed for the removal of permanent and temporary pavement markings except on a sealcoat surface. A 2 foot wide sealcoat will be required on sealcoat surfaces to eliminate permanent and temporary pavement markings.

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Requirements for this Item include the following work, all of which are subsidiary to this Item:

1. Notify the Public Works Director at 972-218-1208 one week before beginning any work involving traffic signals.
2. Provide submittal literature for all traffic signal equipment before installation.
3. Furnish and install a new controller (eight phase NEMA TS 2 Type 2) and cabinet (NEMA TS 2 Size 6, 16 position load bay), meeting the requirements of Departmental Materials Specifications DMS-11170. Provide the cabinet with an "A" connector harness for NEMA TS 2 Type 2 controllers. Provide detector panel toggle switches that additionally permit the user to disconnect the detector.
4. Deliver the cabinet, controller, and accessories (with all cabinet components completely connected and securely strapped down) to the City of Lancaster Service Center, 700 E. Main Street, for testing. Notify the Public Works Director two working days before delivery at 972-218-1208.
5. Install the controller cabinet in an orientation as directed.
6. Connect all field wiring to the controller assembly, including SSR coaxial cable termination into the polyphaser. The City or City's representative will assist in determining how the detection cables are to be connected, and will also program the controller for operation, hook up the malfunction management unit (MMU) or conflict monitor, detector units, and other equipment, and turn on the controller. Pick up the signal cabinet from the City of Lancaster. Have a qualified technician and a representative from the controller supplier on the project site to place the traffic signals in operation.
7. Furnish and install all sign panels for mounting on signal poles, mast arms, and span wires. Fabricate the sign panels in accordance with Item 636, and mount with Astro-Sign Brac, Signfix aluminum channel, or equal as approved by the Engineer. Submit five (5) sets of shop drawings for street name signs.
8. Use 240 volt electronic LED drivers for luminaires on signal poles with an output of 250 Watt HPS equivalent.
9. Remove the existing stop sign assemblies after the traffic signals are in operation and deliver to City personnel.
10. Have a qualified technician on the project site to place the traffic signal in operation.
11. Use qualified personnel to respond to and diagnose all trouble calls during the thirty-day test period. Repair any malfunction to Contractor-supplied signal equipment. Provide to the Engineer a local telephone number, not subject to frequent changes and available on a 24-hour basis, for reporting trouble calls. Response time to reported calls must be less than 2 hours. Make appropriate repairs within 24 hours. Place a logbook in the controller cabinet and keep a record of each trouble call reported. Notify the Engineer of each trouble call. Do not clear the error log in the conflict monitor or MMU during the thirty-day test period without approval.
12. Prevent any damage to property owner's poles, fences, shrubs, mailboxes, etc. Protect all underground and overhead utilities and repair any damage. Provide access to all driveways during construction.
13. The concrete foundation for the controller as shown on the TS-CF-04 is diagrammatic and the dimensions will be adjusted in the field to fit existing conditions.

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Item 682:

Install signal head attachments so that the wiring to each signal head passes from the mast arm through the attachment hardware to the signal head. Do not leave cable or wiring exposed.

Provide signal head attachments that allow for adjustment about the horizontal and vertical axis.

Provide aluminum signal heads and aluminum tubing in the following color: Federal Yellow #13538 of Federal Standard 595. Provide back plates, louvers, and the inside of visors with a flat black finish. Provide vented back plates for all traffic signal heads.

Turn down signal heads or cover with burlap or other material, as approved, until traffic signal is placed in operation.

Mount signal heads level and plumb and aim as directed.

Item 684:

Provide stranded 14 AWG Type A signal cables.

Provide a separate multi-conductor signal cable (14 AWG) inside pedestal poles and signal poles from the terminal strip to each signal head as shown on the plans.

Identify each cable as shown on the plans (cable 1, etc.) with permanent marking labels (Panduit Type PLM standard single marker tie, Thomas&Betts Type 548M, or equal) at each ground box, pole base, and controller.

Item 686:

Provide 12 circuit Buchanan Type 112SN, Kulka Type 985-GP-12 CU, or equal terminal strips in the signal pole access compartment. Provide additional terminal strips of 8 circuits each when more than 12 circuits are required. The conductors for the Line and Load side of the terminal

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strip shall be identified with a plastic label with two straps per tag. The line side shall have each signal head, PED head, and push button identified on the tag.

Mark pole shafts and mast arms with the identification numbers from the plans to facilitate field-assembly. Identify pole shafts and mast arms by intersection for projects with multiple intersections.

Provide nuts on top and bottom (double nuts) of the base plate as shown on the plans.

Set anchor bolts for mast arm signal poles and strain poles so that two are in tension and two are in compression. Obtain approval of anchor bolt placement before placing concrete.

Provide vertical clearance of 17 to 19 feet from the roadway to the lowest point of the signal head or mast arm. Place signal heads 40 feet minimum and 180 feet maximum from the stop line. If the nearest signal is more than 180 feet from the stop line, place a supplemental near-side signal head. Determine the field measurements and elevations from the actual field location of the poles, considering all above and below ground utilities and existing roadway elevations.

Provide vibration dampers for mast arms 28 feet to 48 feet in length. Install as shown on MA-DPD-12.

The bid price for this item is for a standard galvanized signal pole. The City of Lancaster will pay the Contractor directly for powder coating and all associated costs, if needed. The Contractor shall coordinate with the City to collect this payment. Contact Gina R. Garcia with the City of Lancaster at 972-218-1206 for further information. Powder coating must meet the requirements of the City.

Item 687:

The bid price for this item is for a standard galvanized pedestal pole. The City of Lancaster will pay the Contractor directly for powder coating and all associated costs. The Contractor shall coordinate with the City to collect this payment. Contact Gina R. Garcia with the City of Lancaster at 972-218-1206 for further information. Powder coating must meet the requirements of the City.

Item 688:

At intersections where a minimum of 10 ft. spacing between adjacent audible pedestrian signal units is not possible, each audible pedestrian pushbutton must be provided with the following features: A pushbutton locator tone, a tactile arrow, a speech walk message for the walking person indication, and a speech pushbutton information message.

Verify the location of the push button assemblies and the direction of the arrows on the signs prior to installation.

Item 6002:

Provide a Video Processor System (VPS) that can provide up to twenty-four (24) detector outputs to the controller from up to eight (8) camera/video processor units (C/VPU). Route the

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detector outputs through the detector panel and the detector test switches. For each C/VPU, provide a field of view with a minimum of twenty-four (24) virtual detection zones for vehicle detection.

(Note: Use one processor system per intersection)

If not terminated through the backplane of the card rack, wire the outputs as follows:

Output	Detector	Output	Detector
1	1-1	13	Spare
2	6-1	14	Spare
3	6-2	15	Spare
4	5-1	16	Spare
5	2-1	17	Spare
6	2-2	18	Spare
7	3-1	19	Spare
8	8-1	20	Spare
9	8-2	21	Spare
10	7-1	22	Spare
11	4-1	23	Spare
12	4-2	24	Spare

Provide four (4) cameras for this project, including one (1) spare camera.

Central control will not be required on this project.

Provide a set-up system. Load required set-up software onto all of the District Signal Shop's notebook computers and provide all necessary licensing. The Contractor does not provide computers as part of the set-up system.

Supply an interface software package that will operate with Windows 98, 2000, 7, NT and Vista.

Ensure the C/VPU operational software is stored internally in flash memory and capable of being updated without the removal and replacement of memory devices.

Install the VIVDS detection zones as directed. Have qualified personnel on site at the time of the signal turn-on to assist with the installation of detection zones.

If the camera locations shown in the plans do not allow for proper sight of the proposed detection zones, relocate the cameras as needed and as directed. This labor and material cost will not be paid separately, but is subsidiary to this item.

Provide Field Communications Link required by the manufacturer of the video detection system. These cables will be paid for as the type shown in the plans regardless of actual type of cable.

The list of material below is for the Contractor's information only.
It is the responsibility of the Contractor to verify
all items and quantities listed below.

LIST OF MATERIAL/LABOR
SUBSIDIARY TO ITEM 680

DESCRIPTION	UNIT	QUANTITY
CABLE STRAPS	EA	20
5/8" X 8' COPPERCLAD GROUND ROD W/CLAMP	EA	1
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LOBBYING CERTIFICATION
For
Grants, Contracts, Loans, and Interagency Cooperation Contracts

The undersigned certifies to the best of his or her knowledge and belief, that:

- (1) No federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclosure accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature

Title

Agency

Date



**DEBARMENT CERTIFICATION
ARCHITECTURAL, ENGINEERING AND SURVEYING
("PROVIDER") CONTRACTS**

- (1) The **PROVIDER** certifies to the best of its knowledge and belief that it and its principals:
- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency;
 - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public* transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity* with commission of any of the offenses enumerated in paragraph (1)(b) of this certification;
 - (d) Have not within a three-year period preceding this application/proposal had one or more public transactions* terminated for cause or default; and
 - (e) Have not been disciplined or issued a formal reprimand by any State agency for professional accreditation within the past three years.

Name of Provider

Signature of Certifying Official

Title of Certifying Official

Date

- (2) Where the **PROVIDER** is unable to certify to any of the statements in this certification, such **PROVIDER** shall attach an explanation to this certification.

Exceptions will not necessarily result in denial of award. Providing false information may result in criminal prosecution or administrative sanctions.

* federal, state or local

Contractor's Assurance

(Subcontracts-Federal Aid Projects)

By signing this proposal the contractor is giving assurances that all subcontract agreements of \$10,000 or more on this project will incorporate the following provisions:

- | | |
|-------------------|--|
| Special Provision | “Certification of Nondiscrimination in Employment” |
| Special Provision | “Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246) |
| Special Provision | “Standard Federal Equal Employment Opportunity Construction Contract Specifications (Executive Order 11246) |
| Form FHWA 1273 | “Required Contract Provisions Federal-Aid Construction Contracts” (Form FHWA 1273 must also be physically attached to subcontracts and purchase of \$10,000 or more) |
- Applicable “Wage Determination Decision”

Convict Produced Materials

This contract shall prohibit the use of convict produced materials in accordance with federal requirement 23 CFR 635.417.

§ 635.417 Convict produced materials. (a) Materials produced after July 1, 1991, by convict labor may only be incorporated in a Federal-aid highway construction project if such materials have been:

- (1) Produced by convicts who are on parole, supervised release, or probation from a prison or
 - (2) Produced in a qualified prison facility and the cumulative annual production amount of such materials for use in Federal-aid highway construction does not exceed the amount of such materials produced in such facility for use in Federal-aid highway construction during the 12-month period ending July 1, 1987.
- (b) *Qualified prison facility* means any prison facility in which convicts, during the 12-month period ending July 1, 1987, produced materials for use in Federal-aid highway construction projects.

[53 FR 1923, Jan. 25, 1988, as amended at 58 FR 38975, July 21, 1993]

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under

this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are

applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar

with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor

will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions

of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or

will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-

Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly

rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is

evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this

covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS
PREFERENCE FOR APPALACHIAN DEVELOPMENT
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS
ROAD CONTRACTS**

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

Control	0918-45-853, ETC
Project	2011(840), ETC
Highway	CS
County	DALLAS

DISADVANTAGED BUSINESS ENTERPRISES REQUIREMENTS

The following goal for disadvantaged business enterprises is established:

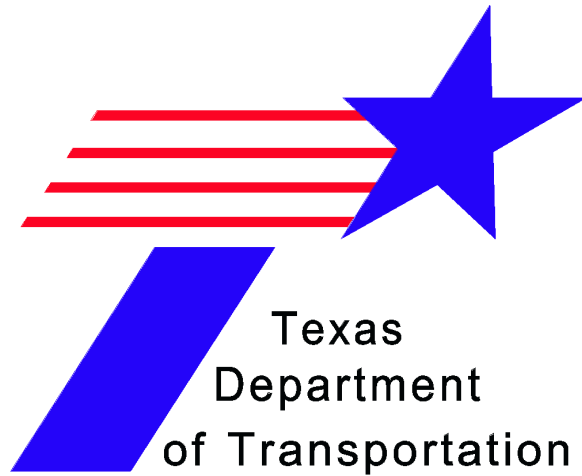
**DBE
10.0%**

Certification of DBE Goal Attainment

By signing the proposal, the Bidder certifies that the above DBE goal will be met by obtaining commitments equal to or exceeding the DBE percentage or that the Bidder will provide a good faith effort to substantiate the attempt to meet the goal.

Failure to provide commitments to meet the stated goal or provide a satisfactory good faith effort will be considered a breach of the requirements of the proposal. As a result, the bid proposal guaranty of the bidder will become property of the Department and the Bidder will be excluded for rebidding on the project when it is re-advertised.

QUALITY ASSURANCE PROGRAM FOR CONSTRUCTION



and

CITY OF LANCASTER

JUNE 2005

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SECTION 1 - INTRODUCTION

1.1 Overview

The City of Lancaster established the Quality Assurance Program (QAP) to ensure that materials and workmanship incorporated into any construction project are in reasonable conformity with the requirements of the approved plans and specifications, including any approved changes. This program conforms to TxDOT's QAP for construction and to the criteria in 23 CFR 637(b). It consists of an "Acceptance Program" and "Independent Assurance (IA) Program" based on test results obtained by qualified persons and equipment.

The QAP allows for the use of validated contractor-performed quality control (QC) test results as part of an acceptance decision. It also allows for the use of test results obtained by commercial laboratories in the IA program, as well as in acceptance decisions. The acceptance of all materials and workmanship shall be the responsibility of the engineer.

1.2 Definitions

The following terms and definitions are referenced in this document and have the meanings set forth below:

Abuse shall mean intentional deviations from the approved procedures.

Acceptance Program shall mean as all factors that comprise the State highway agency's (SHA) determination of the quality of the product as specified in the contract requirements. These factors include verification sampling, testing, and inspection and may include results of quality control sampling and testing.

Independent Assurance Program shall mean activities that are an unbiased and independent evaluation of all the sampling and testing procedures used in the acceptance program. Test procedures used in the acceptance program, which are performed in the SHA's central laboratory, would not be covered by an Independent Assurance Program.

Neglect shall mean unintentional deviations from approved procedures that may or may not cause erroneous results.

Proficiency samples shall mean homogenous samples that are distributed and tested by two or more laboratories and/or personnel. The test results are compared to assure that the laboratories and/or personnel are obtaining the same results.

Qualified laboratories shall mean laboratories capable as defined by appropriate programs established by the SHA. As a minimum, the qualification program shall include provisions for checking testing equipment, and the laboratory shall keep records of calibration checks.

Qualified sampling and testing personnel shall mean personnel who are capable as defined by appropriate programs established by the SHA.

Quality assurance shall mean all those planned and systematic actions necessary to provide confidence that a product or service will satisfy given requirements for quality.

Quality control shall mean all contractor/vendor operational techniques and activities that are performed or conducted to fulfill the contract requirements.

Vendor shall mean a supplier of project-produced material that is not the contractor.

Verification sampling and testing shall mean sampling and testing performed to validate the quality of the product.

1.3 Remarks

For more information regarding the information and procedures in the manual, contact the Materials & Pavements Section of the Construction Division (512-506-5803).

SECTION 2 - ACCEPTANCE PROGRAM

2.1 Overview

Materials incorporated into any highway construction project shall be subject to verification sampling and testing, as well as quality control (QC) sampling and testing when required by the specifications.

2.2 Sampling and Testing Frequency and Location

Verification sampling and testing shall be performed at the location and frequency established in the [Guide Schedule of Sampling and Testing](#) or in the specifications specific to each project.

2.3 Quality Control Sampling and Testing

Contractor-performed QC sampling and testing may be used as part of an acceptance decision when required or allowed by specification.

These QC sampling and testing personnel, laboratories, and equipment shall be qualified according to the "Sampling and Testing Personnel Qualification Program" and the "Laboratory Qualification Program" and shall be evaluated under the "Independent Assurance Program" in this document.

These QC test results shall be validated by verification test results obtained from independently taken samples. Qualified TxDOT personnel or their designated agents shall perform verification sampling and testing.

SECTION 3 - INDEPENDENT ASSURANCE PROGRAM

3.1 Overview

The Independent Assurance (IA) program evaluates all sampling and testing procedures, personnel, and equipment used as part of an acceptance decision.

The IA program evaluates the qualified sampling and testing personnel and testing equipment and is established using the system approach. The system approach bases frequency of IA activities on time, regardless of the number of tests, quantities of materials, or numbers of projects tested by the individual being evaluated.

3.2 Sampling and Testing Frequency

Perform IA sampling and testing at the frequency established in 'Required Frequencies and Activities.'

NOTE: Testing procedures performed at the Construction Division, Materials & Pavements Section (CST/M&P) central laboratory are not subject to the IA program.

3.3 Testing Equipment

CST/M&P will qualify district laboratory testing equipment used for IA sampling and testing, according to the "Laboratory Qualification Program."

The district laboratory will qualify all other department testing equipment and AASHTO accredited commercial laboratory equipment used for IA sampling and testing. (*Note: Any commercial laboratory used for IA sampling and testing must be AASHTO accredited.*)

Qualify testing equipment according to these guidelines:

- A. Frequency for qualifying IA sampling and testing equipment will not exceed one year.
- B. Calibration/verification is required whenever the laboratory or equipment is moved.
- C. IA equipment shall be other than that used for performing verification or quality control (QC) testing.

Any equipment used to perform verification and/or QC sampling and testing in making an acceptance decision will be evaluated by IA sampling and testing personnel. This evaluation includes calibration checks and split or proficiency sample tests. The requirements for, and frequency of, equipment calibrations are shown in TxDOT's test procedures, as referenced in 'Calibration Standards and Frequencies for Laboratory Equipment.' Acceptable tolerance limits for the comparison of test results from split or proficiency samples are shown in "Acceptable Tolerance Limits for Independent Assurance."

3.4 Testing Personnel

CST/M&P qualifies district laboratory personnel performing IA sampling and testing, according to the "Sampling and Testing Personnel Qualification Program."

The district laboratory qualifies all other department personnel and AASHTO accredited commercial laboratory personnel performing IA sampling and testing.

Individuals performing IA sampling and testing will be other than those performing verification or QC testing.

IA sampling and testing personnel will evaluate any individual performing verification or QC sampling and testing. This evaluation includes observations and split or proficiency sample testing. Acceptable tolerance limits for the comparison of test results for split or proficiency samples are shown in "Acceptable Tolerance Limits for Independence Assurance."

3.5 Comparing Test Results

The engineer performs a prompt comparison of the test results obtained by the individual being evaluated and the IA tester. Acceptable tolerance limits for comparing test results from split and proficiency samples are shown in "Acceptable Tolerance Limits for Independence Assurance."

If the comparisons of the test results do not comply with the tolerances, an engineering review of the test procedures and equipment will be performed immediately to determine the source of the discrepancy.

Identify and incorporate corrective actions as appropriate.

Document and report test results from all samples involved in the IA Program in the appropriate district or project files.

3.6 Annual Report of IA Program Results

CST/M&P will compose and submit an annual report to the Federal Highway Administration (FHWA) Division Administrator summarizing the results of TxDOT's systems approach IA program. At the end of each calendar year, the LG shall compose and submit the report to TxDOT PM/PRIC. The LG data will be included in TxDOT's statewide report to FHWA. This report identifies:

- A. Number of sampling and testing personnel evaluated by the systems approach IA testing;
- B. Number of IA evaluations found to be acceptable;
- C. Number of IA evaluations found to be unacceptable; and
- D. Summary of any significant system-wide corrective actions taken.

SECTION 4 - MATERIALS CERTIFICATION

4.1 Overview

A materials certification, conforming in substance to the example, '[Letter of Certification of Materials Used](#),' shall be submitted to the Federal Highway Administration (FHWA) Division Administrator for each construction project that is subject to FHWA construction oversight activities.

SECTION 5 - CONFLICT OF INTEREST

5.1 Overview

To avoid an appearance of a conflict of interest, any qualified non-TxDOT laboratory shall perform only one of the following types of testing on the same project:

- A. Verification testing;
- B. Quality control testing; or
- C. Independent Assurance (IA) testing.

SECTION 6 - SAMPLING AND TESTING PERSONNEL QUALIFICATION PROGRAM

6.1 Purpose

This program provides uniform statewide procedures for sampling and testing personnel qualification to ensure that tests required by the specifications are performed according to the prescribed sampling and testing methods.

6.2 Personnel Qualification

Sampling and testing personnel will be qualified to perform tests for the acceptance of materials in the areas of Portland cement concrete, soils and aggregates, and bituminous materials.

The test methods for which individuals can be qualified include, but are not limited to, the following. (* Denotes tests on which annual split or proficiency sample evaluations are required.)

6.2.1 Soils (100-E Series)

- A. Tex-100-E, "Surveying and Sampling Soils for Highways"
- B. Tex-101-E, "Preparing Soil and Flexible Base Materials for Testing"
- C. Tex-102-E, "Determining Slaking Time"
- D. Tex-103-E, "Determining Moisture Content in Soil Materials"
- E. Tex-104-E, "Determining Liquid Limit of Soils" *
- F. Tex-105-E, "Determining Plastic Limit of Soils" *
- G. Tex-106-E, "Calculating the Plasticity Index of Soils" *
- H. Tex-107-E, "Determining the Bar Linear Shrinkage of Soils" *
- I. Tex-108-E, "Determining the Specific Gravity of Soils"
- J. Tex-110-E, "Particle Size Analysis of Soils" *
- K. Tex-111-E, "Determining the Amount of Material in Soils Finer than 75 μm (No. 200) Sieve"
- L. Tex-113-E, "Laboratory Compaction Characteristics and Moisture-Density Relationship of Base Materials"
- M. Tex-114-E, "Laboratory Compaction Characteristics and Moisture-Density Relationship of Subgrade and Embankment Soils"
- N. Tex-115-E, "Field Method for Determining In-Place Density of Soils and Base Materials"
- O. Tex-116-E, "Ball Mill Method for Determining the Disintegration of Flexible Base Material"
- P. Tex-117-E, "Triaxial Compression Tests for Disturbed Soils and Base Materials"
- Q. Tex-120-E, "Soil-Cement Testing"

- R. Tex-121-E, "Soil-Lime Testing"
- S. Tex-126-E, "Molding, Testing, and Evaluating Bituminous Black Base Materials"
- T. Tex-127-E, "Lime Fly-Ash Compressive Strength Test Methods"
- U. Tex-128-E, "Determining Soil pH"
- V. Tex-129-E, "Measuring the Resistivity of Soil Materials"
- W. Tex-140-E, "Measuring the Thickness of Pavement Layer"
- X. Tex-142-E, "Laboratory Classification of Soils for Engineering Purposes"
- Y. Tex-145-E, "Determining Sulfate Content in Soils – Colorimetric Method"
- Z. Tex-146-E, "Conductivity Test for Field Detection of Sulfates in Soil"

6.2.2 Bituminous (200-F Series)

- A. Tex-200-F, "Sieve Analysis of Fine and Coarse Aggregate" *
- B. Tex-201-F, "Bulk Specific Gravity and Water Absorption of Aggregate"
- C. Tex-202-F, "Apparent Specific Gravity of Material Finer than 180 µm (No. 80) Sieve"
- D. Tex-203-F, "Sand Equivalent Test" *
- E. Tex-204-F, "Design of Bituminous Mixtures"
- F. Tex-205-F, "Laboratory Method of Mixing Bituminous Mixtures"
- G. Tex-206-F, "Compacting Test Specimens of Bituminous Mixtures" *
- H. Tex-207-F, "Determining Density of Compacted Bituminous Mixtures" *
- I. Tex-208-F, "Test for Stabilometer Value of Bituminous Mixtures"
- J. Tex-210-F, "Determining Asphalt Content of Bituminous Mixtures by Extraction"
- K. Tex-211-F, "Recovery of Asphalt from Bituminous Mixtures by the Abson Process"
- L. Tex-212-F, "Determining Moisture Content of Bituminous Mixtures"
- M. Tex-213-F, "Determining Hydrocarbon-Volatile Content of Bituminous Mixtures"
- N. Tex-217-F, "Determining Deleterious Material and Decantation Test for Coarse Aggregates"
- O. Tex-221-F, "Sampling Aggregate for Bituminous Mixtures, Surface Treatments, and Limestone Rock Asphalt"
- P. Tex-222-F, "Sampling Bituminous Mixtures"
- Q. Tex-224-F, "Determining Flakiness Index"
- R. Tex-225-F, "Random Selection of Bituminous Mixture Samples"
- S. Tex-226-F, "Indirect Tensile Strength Test"
- T. Tex-227-F, "Theoretical Maximum Specific Gravity of Bituminous Mixtures" *
- U. Tex-228-F, "Determining Asphalt Content of Bituminous Mixtures by the Nuclear Method"

- V. Tex-229-F, "Combined HMAC Cold-Belt Sampling and Testing Procedure"
- W. Tex-233-F, "Preparing Control Charts for Asphaltic Concrete Paving Projects"
- X. Tex-235-F, "Determining Draindown Characteristics in Bituminous Materials"
- Y. Tex-236-F, "Determining Asphalt Content from Asphalt Paving Mixtures by the Ignition Method" *
- Z. Tex-239-F, "Asphalt Release Agent"
- AA. Tex-241-F, "Superpave Gyratory Compacting of Test Specimens of Bituminous Mixtures"
- BB. Tex-242-F, "Hamburg Wheel-Tracking Test"
- CC. Tex-243-F, "Tack Coat Adhesion"
- DD. Tex-244-F, "Thermal Profile of Hot Mix Asphalt"
- EE. Tex-245-F, "Cantabro Loss"
- FF. Tex-246-F, "Permeability or Water Flow of Hot Mix Asphalt"
- GG. Tex-280-F, "Determining Flat and Elongated Particles"

6.2.3 Aggregates (400-A Series)

- A. Tex-400-E, "Sampling Stone, Gravel, Sand, and Mineral Aggregates"
- B. Tex-401-A, "Sieve Analysis of Fine and Coarse Aggregate" *
- C. Tex-402-A, "Fineness Modulus of Fine Aggregate"
- D. Tex-403-A, "Saturated Surface Dry Specific Gravity and Absorption of Aggregates"
- E. Tex-404-A, "Determining Unit Mass (Weight) of Aggregates"
- F. Tex-405-A, "Determining Percent Solids and Voids in Concrete Aggregates"
- G. Tex-406-A, "Material Finer than 75 μm (No. 200) Sieve in Mineral Aggregates (Decantation Test for Concrete Aggregates)"
- H. Tex-408-A, "Organic Impurities in Fine Aggregate for Concrete"
- I. Tex-409-A, "Free Moisture and Water Absorption in Aggregate for Concrete"
- J. Tex-410-A, "Abrasion of Coarse Aggregate Using the Los Angeles Machine"
- K. Tex-411-A, "Soundness of Aggregate by Using Sodium Sulfate or Magnesium Sulfate"
- L. Tex-413-A, "Determining Deleterious Materials in Mineral Aggregates"
- M. Tex-425-A, "Determining Moisture Content in Fine Aggregate by the 'Speedy' Moisture Method"
- N. Tex-460-A, "Determining Crushed Face Particle Count"
- O. Tex-461-A, "Degradation of Coarse Aggregates by Micro-Deval Abrasion"

6.2.4 Concrete (400-A Series)

- A. Tex-407-A, "Sampling Freshly Mixed Concrete"
- B. Tex-414-A, "Air Content of Freshly Mixed Concrete by the Volumetric Method" *
- C. Tex-415-A, "Slump of Portland Cement Concrete" *
- D. Tex-416-A, "Air Content of Freshly Mixed Concrete by the Pressure Method" *
- E. Tex-417-A, "Unit Weight, Yield, and Air Content (Gravimetric) of Concrete"
- F. Tex-418-A, "Compressive Strength of Cylindrical Concrete Specimens" *
- G. Tex-422-A, "Measuring Temperature of Freshly Mixed Portland Cement Concrete"
- H. Tex-423-A, "Determining Pavement Thickness by Direct Measurement"
- I. Tex-424-A, "Obtaining and Testing Drilled Cores of Concrete"
- J. Tex-426-A, "Estimating Concrete Strength by the Maturity Method"
- K. Tex-427-A, "Correlating Concrete Strength Tests"
- L. Tex-430-A, "Slump Loss of Hydraulic Cement Concrete"
- M. Tex-436-A, "Measuring Texture Depth by the Sand Patch Method"
- N. Tex-437-A, "Test for Flow of Grout Mixtures (Flow Cone Method)"
- O. Tex-440-A, "Initial Time of Set of Fresh Concrete"
- P. Tex-447-A, "Making and Curing Concrete Test Specimens"
- Q. Tex-448-A, "Flexural Strength of Concrete Using Simple Beam Third-Point Loading" *
- R. Tex-450-A, "Capping Cylindrical Concrete Specimens"
- S. Tex-472-A, "Uniformity of Concrete"

6.2.5 Asphalt (500-C Series)

- A. Tex-502-C, "Penetration of Bituminous Materials" (refer to AASHTO T 49)
- B. Tex-530-C, "Effect of Water on Bituminous Paving Mixtures"
- C. Tex-531-C, "Prediction of Moisture-Induced Damage to Bituminous Paving Materials Using Molded Specimens"

6.2.6 Special Procedures (100-S Series)

- A. Tex-1000-S, "Operating Pavement Profilograph and Evaluating Profiles"
- B. Tex-1001-S, "Operating Inertial Profilers and Evaluating Pavement Profiles"

There may be other tests, not listed above, that are routinely performed in specific geographical locations of the state for which applicable TxDOT districts may require qualification.

6.3 Who Must Be Qualified?

Any individual who performs tests on materials for acceptance must be qualified.

NOTE: Reciprocity may be granted to individuals who have been successfully qualified under another state's program. These situations will be considered on a case-by-case basis and must meet the approval of the Construction Division director.

6.4 Who Can Qualify Sampling and Testing Personnel?

The following personnel may qualify an individual to perform the required sampling and testing of materials:

- A. Construction Division, Materials & Pavements Section (CST/M&P) personnel;
- B. Qualified district materials engineer/laboratory supervisor;
- C. Qualified district laboratory personnel who have been authorized by the district material engineer/laboratory supervisor to qualify others;
- D. Other independent sources, such as the Texas Asphalt Pavement Association (TxAPA) or the American Concrete Institute (ACI). Certifications received from these institutions may be used to satisfy the written exam and observation part of the "Sampling and Testing Personnel Qualification Program."
- E. Any TxDOT approved IA personnel.

6.5 Qualification Procedure

To qualify, an individual must successfully perform the specific test and the necessary calculations required to determine specification compliance in the presence of an authorized evaluator. Successful performance is defined as demonstrating the ability to properly perform the key elements for each test method. If the individual fails to demonstrate the ability to perform a test, the individual will be allowed one retest per test method at the evaluator's convenience.

After successful performance of a test method, the individual must also pass a written examination (minimum score of 80%) administered by an authorized evaluator. An individual failing the written examination may request a retest. The retest must be scheduled and administered within thirty days of notification of failure. Failure to pass the second written examination shall be considered as failing the entire qualification.

If an individual fails to qualify on a specific test method or the qualification is revoked, the individual must obtain additional training before the individual can retest on that specific test.

In addition, for tests requiring a split/proficiency sample evaluation, the individual must participate in split/proficiency samples given by the qualification authority to validate the qualification. The results of the samples will be evaluated with acceptable tolerance limits. If the comparisons of the test results do not comply with the tolerances, an engineering review of the test procedures and equipment will be performed immediately to determine the source of the discrepancy. Corrective actions must be identified and incorporated as appropriate, prior to the individual performing additional testing on that test method.

Under unique circumstances, the qualification authority may grant a verbal examination upon request. The reason(s) for requesting a verbal examination must be presented and documented prior to the individual being allowed to take the examination.

Unless otherwise stated, qualification of an individual is valid for not more than three years, after which the individual must be re-qualified. Under the Independent Assurance (IA) system approach, interim evaluations will be required as specified in "Frequency of System Approach Independent Assurance Testing."

6.6 Documentation

The LG and IA are responsible for maintaining documentation of all individuals qualified under their authority who perform required tests for acceptance of materials. Area offices must also maintain copies of the certificates for individuals performing testing on projects under their supervision.

Documentation to be maintained by the LG and IA laboratory includes:

- A. Sampling and testing personnel qualification form—a form for each individual listing all the tests the individual has been qualified to perform;
- B. Qualification worksheet—a form listing the key elements of the test method (The evaluator conducting the observation uses the form to record the results.);
- C. Copy of qualification certificates issued; and
- D. Copies of written examinations.

Documentation retention will be for the life of the qualification. Qualification authority must be shown on the certificate given to each individual.

6.7 Disqualification

Accusations of neglect or abuse of the rights and responsibilities are made to the LG/RPIC. The difference between neglect and abuse is intent and shall be determined by the LG/RPIC.

Penalties are implemented upon recommendation by the district engineer, and the penalties range from a minimum of ninety days suspension to a maximum of permanent revocation of the certification.

- A. The first instance of neglect results in a ninety-day suspension; any subsequent instance shall be considered and treated the same as abuse.

- B. The first instance of abuse results in a six-month suspension.
- C. The second instance of abuse results in permanent revocation of the certification.
- D. Permanent revocation of a certification results in that individual being ineligible for certification at any level.

Certifications are considered as statewide; therefore, any suspensions and/or revocations will apply statewide.

SECTION 7 - LABORATORY QUALIFICATION PROGRAM

7.1 Purpose

This program provides uniform statewide procedures to ensure that laboratory facilities and equipment are adequate for the performance of required sampling and testing methods.

7.2 Laboratories to be Qualified

All laboratories performing testing for the LG require qualification. These include, but are not limited to the following:

- A. LG QA laboratory; and
- B. LG IA laboratory.

7.3 Laboratory Qualification Responsibility

CST/M&P central laboratory will be accredited under the AASHTO Laboratory Accreditation Program.

LG and IA are responsible for overseeing the project technician and laboratory qualification program. The designated IA is responsible for qualifying all project laboratory qualification process. The laboratory qualifying authority will:

- A. Identify the scope of testing to be performed;
- B. Verify that manuals and/or test methods used to perform tests are available and up-to-date;
- C. Document that the laboratory has the required equipment to perform the tests; and
- D. Check the calibration/verification records for each piece of equipment, to include:
 - a. Description of equipment;
 - b. Identification of any traceable standard used;
 - c. Frequency of calibration;
 - d. Date of calibration;
 - e. Date of last calibration;
 - f. Date of next calibration;
 - g. Calibrating technician;
 - h. Procedure used to calibrate/verify equipment; and
 - i. Detailed results of calibration.

In addition, all equipment may be subjected to calibration verification or other inspection by the qualifying authority.

7.4 Calibration Standards and Frequencies for Laboratory Equipment

The standards for calibration and the frequencies for laboratory equipment calibrations are shown in Tex-198-E, "Minimum Standards for Acceptance of a Laboratory for Soils and Flexible Base Testing;" Tex-237-F, "Minimum Standards for Acceptance of a Laboratory for Hot Mix Testing;" and Tex-498-A, "Minimum Standards for Acceptance of a Laboratory for Concrete and Aggregate Testing."

7.5 Frequency for Laboratory Qualification

Laboratories are qualified at an interval not to exceed three years. Calibration/verification is required whenever the laboratory or equipment is moved. Equipment used in IA sampling and testing will be verified at intervals not to exceed one year.

7.6 Non-Compliance

A laboratory that does not meet the above requirements is subject to disqualification. Any equipment in a qualified laboratory failing to meet specified equipment requirements for a specific test method will not be used for that test method.

7.7 Documentation

The LG and IA laboratory are responsible for verifying that laboratories are qualified to perform TxDOT testing. Documentation will be required to be kept by the qualified laboratory and LG/IA laboratory. Calibration records will be maintained for three years, unless another agency requires a longer period.

7.8 Dispute Resolution

The next higher qualification authority will resolve disputes concerning calibration and verification of equipment. For disputes that cannot be resolved at the district level, CST/M&P will be the final authority.

SECTION 8 - ACCEPTABLE TOLERANCE LIMITS FOR INDEPENDENT ASSURANCE

8.1 Acceptable Tolerance Limits

The following table indicates the acceptable tolerance limits for the specified material.

PROCEDURE	TEST METHOD	TOLERANCE
Embankment		
In-Place Density	Tex-115-E	± 2.5% Field Density
Untreated & Treated Sub-Base and Base Courses		
In-Place Density	Tex-115-E	± 2.5% Field Density
Gradation:	Tex-110-E	
> No. 4 sieve		± 5%
≤ No. 4 sieve		± 3%
Liquid Limit	Tex-104-E	15% of the mean *
Plasticity Index	Tex-106-E	20% of the mean *
* The difference between compared test results shall not exceed the indicated percentage of the mean of the compared test results where the mean is the average of the two test results.		
Asphalt Stabilized Base		
Gradation:	Tex-200-F	
> No. 4 sieve		± 5%
≤ No. 4 sieve		± 3%
Liquid Limit	Tex-104-E	15% of the mean *
Plasticity Index	Tex-106-E	20% of the mean *
Percent Asphalt	Tex-210-F	± 0.3%
	Tex-228-F	± 0.3%
	Tex-126-E	± 0.3%
	Tex-229-F	± 0.3%
	Tex-236-F	± 0.3%
In-Place Density (Cores)	Tex-207-F	± 1% Field Density
* The difference between compared test results shall not exceed the indicated percentage of the mean of the compared test results where the mean is the average of the two test results.		
Surface Treatment Aggregates		
Gradation:	Tex-200-F	
> No. 4 sieve		± 5%
≤ No. 4 sieve		± 3%
Portland Cement Concrete Coarse Aggregate		
Gradation:	Tex-401-A	
> No. 4 sieve		± 5%
≤ No. 4 sieve		± 3%

PROCEDURE	TEST METHOD	TOLERANCE
Portland Cement Concrete Fine Aggregate		
Gradation (3/8"—No. 200)	Tex-401-A	± 3%
Sand Equivalent	Tex-203-F	± 10
Portland Cement Concrete Complete Mixture		
Flexural Strength	Tex-448-A	20% of the mean *
Compressive	Tex-418-A	20% of the mean *
Slump	Tex-415-A	± 1"
Entrained Air	Tex-414-A	± 1%
	Tex-416-A	± 1%
* The difference between compared test results shall not exceed the indicated percentage of the mean of the compared test results where the mean is the average of the two test results.		
Asphaltic Concrete Coarse Aggregate		
Gradation:	Tex-200-F	
> No. 10 sieve		± 5%
≤ No. 10 sieve		± 3%
Deleterious Material	Tex-217-F	± 0.3%
Decantation	Tex-217-F	20% of the mean *
* The difference between compared test results shall not exceed the indicated percentage of the mean of the compared test results where the mean is the average of the two test results.		
Asphaltic Concrete Fine Aggregate		
Gradation (No. 1—No. 200)	Tex-200-F	± 3%
Bar Linear Shrinkage	Tex-107-E	± 2
Asphaltic Concrete Combined Aggregate		
Gradation:	Tex-200-F	
> 5/8"		± 5%
5/8"—No. 200		± 3%
Passing No. 200		± 1.5%
Sand Equivalent	Tex-203-F	± 10
Asphaltic Concrete Complete Mixture		
Asphalt Content	Tex-210-F	± 0.3%
	Tex-228-F	± 0.3%
	Tex-229-F	± 0.3%
	Tex-236-F	± 0.3%
Maximum Theoretical Specific Gravity	Tex-227-F	± 0.020
Laboratory Molded Density	Tex-207-F	± 1.0%
Laboratory Molded Bulk Specific Gravity	Tex-207-F	± 0.020
Stability	Tex-208-F	5 points
Moisture	Tex-212-F	± 0.0 ml
In-Place Air Voids (Core)	Tex-207-F	± 1.0%

NOTE: The above tolerances are to be used when comparison of test results is by split samples. A tolerance of plus or minus two standard deviations shall be used when comparison of test results is by proficiency samples.

EXAMPLE: Plasticity Index	
Job Control test value	18
IA Test value	22
Mean	20
20% difference	4

Both values are within 20% of the mean.

SECTION 9 - FREQUENCY FOR SYSTEM APPROACH INDEPENDENT ASSURANCE TESTING

9.1 Overview

The system approach for Independent Assurance (IA) requires IA activities to occur on a time basis, as opposed to occurring on a quantity of material or project basis.

9.2 Required Frequencies and Activities

The following frequencies and activities are required for evaluating sampling and testing personnel and equipment under the system approach to IA.

TIME	ACTIVITY
Prior to performing acceptance sampling and testing	Qualification is required under the "Sampling and Testing Personnel Qualification Program" and the "Laboratory Qualification Program"
Within 12 months after Observation and Qualification	Each qualified technician is required to participate in one proficiency or split sample test for each test method requiring IA. Results must compare to the IA test results to within the established tolerance.
Within 24 months after Observation and Qualification	Each qualified technician is required to participate in one proficiency or split sample test for each test method requiring IA. Results must compare to the IA test results to within the established tolerance.
Within 36 months of qualification	Qualification is again required under the "Sampling and Testing Personnel Qualification Program and the "Laboratory Qualification Program"

NOTE: For American Concrete Institute (ACI) certification, Field Technician Grade I, the above frequency is extended to five years.

Maintaining technician qualification under the IA systems approach requires continuation of the above cycle of qualification and successful split or proficiency sample testing.

SPECIAL PROVISION

LAN- 006

Important Notice to Contractors

As of January 20, 2015, right-of-way and utilities within the project limits have not been cleared. The Department anticipates clearance by the dates listed below. Unless otherwise stated, clearance of these obstructions will be performed by their owners. Estimated clearance dates are not anticipated to interfere with the Contractor's operations. In the event the clearance dates are not met, requests for additional compensation or time will be made in accordance with the standard specification.

The Contractor is invited to review the mapped information of obstructions on file with the Engineer.

RIGHT OF WAY ACQUISITION			
Parcel Number	Owner	Estimated Acquisition Date	Effect on Construction
3	Jimmy E. & Margaret J. Cheshier	7-15-2015	No Effect
4	Danieldale LLC	7-15-2015	No Effect
8	Tobias and Tovas Velasquez	7-15-2015	No Effect
9	Hugo G. & Maria S. Duran	7-15-2015	No Effect
11	Texas Atlas Investment, Inc	7-15-2015	No Effect
14	Randy and Virginia A. Justiss	7-15-2015	No Effect
15	Texas Atlas Investment, Inc	7-15-2015	No Effect

Utility Owner	Description and Approximate Location	Estimated Clearance Dates	Effect on Construction
AT&T	Buried Telephone Cable from NB Frontage Road to Houston School Road	10-15-2015	No Effect
Atmos	Buried Gas Main from NB Frontage Road to Water Street	10-15-2015	No Effect
Century Link	Buried Fiber Optic Cable from NB Frontage Road to Houston School Road	10-15-2015	No Effect
Oncor	Aerial Electrical Distribution for NB Frontage Road to Houston School Road	10-15-2015	No Effect

Special Provision to Item 000

Schedule of Liquidated Damages



Table1
Schedule of Liquidated Damages

For Dollar Amount of Original Contract		Dollar Amount of Daily Contract Administration Liquidated Damages per Working Day
From More Than	To and Including	
0	100,000	570
100,000	500,000	590
500,000	1,000,000	610
1,000,000	1,500,000	685
1,500,000	3,000,000	785
3,000,000	5,000,000	970
5,000,000	10,000,000	1125
10,000,000	20,000,000	1285
20,000,000	Over 20,000,000	2590

Special Provision to Item 000

Nondiscrimination



1. DESCRIPTION

All recipients of federal financial assistance are required to comply with various nondiscrimination laws including Title VI of the Civil Rights Act of 1964, as amended, (Title VI). Title VI forbids discrimination against anyone in the United States on the grounds of race, color, or national origin by any agency receiving federal funds.

Texas Department of Transportation, as a recipient of Federal financial assistance, and under Title VI and related statutes, ensures that no person shall on the grounds of race, religion (where the primary objective of the financial assistance is to provide employment per 42 U.S.C. § 2000d-3), color, national origin, sex, age or disability be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any Department programs or activities.

2. DEFINITION OF TERMS

Where the term "contractor" appears in the following six nondiscrimination clauses, the term "contractor" is understood to include all parties to contracts or agreements with the Texas Department of Transportation.

3. NONDISCRIMINATION PROVISIONS

During the performance of this contract, the contractor agrees as follows:

- 3.1. **Compliance with Regulations.** The Contractor shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- 3.2. **Nondiscrimination.** The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- 3.3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- 3.4. **Information and Reports:** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Texas Department of Transportation to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the Recipient, or the Texas Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.

- 3.5. **Sanctions for Noncompliance.** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Recipient shall impose such contract sanctions as it or the Texas Department of Transportation may determine to be appropriate, including, but not limited to:
- withholding of payments to the contractor under the contract until the contractor complies, and/or
 - cancellation, termination or suspension of the contract, in whole or in part.
- 3.6. **Incorporation of Provisions.** The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Recipient or the Texas Department of Transportation may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Recipient to enter into such litigation to protect the interests of the Recipient, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Special Provision to Item 000

Certification of Nondiscrimination in Employment



1. GENERAL

By signing this proposal, the Bidder certifies that he has participated in a previous contract or subcontract subject to the equal opportunity clause, as required by Executive Orders 10925, 11114, or 11246, or if he has not participated in a previous contract of this type, or if he has had previous contract or subcontracts and has not filed, he will file with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

Note—The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b)(1)), and must be submitted by Bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of \$10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b)(1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

Special Provision to Item 000

Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246)



1. GENERAL

In addition to the affirmative action requirements of the Special Provision titled "Standard Federal Equal Employment Opportunity Construction Contract Specifications" as set forth elsewhere in this proposal, the Bidder's attention is directed to the specific requirements for utilization of minorities and females as set forth below.

2. GOALS

2.1. Goals for minority and female participation are hereby established in accordance with 41 CFR 60-4.

2.2. The goals for minority and female participation expressed in percentage terms for the Contractor's aggregate work force in each trade on all construction work in the covered area are as follows:

Goals for minority participation in each trade, %	Goals for female participation in each trade, %
See Table 1	6.9

2.3. These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, it will apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the Contractor also is subject to the goals for both its federally involved and non-federally involved construction. The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 will be based on its implementation of the Standard Federal Equal Employment Opportunity Construction Contract Specifications Special Provision and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the Contract, and in each trade, and the Contractor must make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority and female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals will be a violation of the Contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

2.4. A Contractor or subcontractor will be considered in compliance with these provisions by participation in the Texas Highway-Heavy Branch, AGC, Statewide Training and Affirmative Action Plan. Provided that each Contractor or subcontractor participating in this plan must individually comply with the equal opportunity clause set forth in 41 CFR 60-1.4 and must make a good faith effort to achieve the goals set forth for each participating trade in the plan in which it has employees. The overall good performance of other Contractors and subcontractors toward a goal in an approved plan does not excuse any covered Contractor's or subcontractor's failure to make good faith efforts to achieve the goals contained in these provisions. Contractors or subcontractors participating in the plan must be able to demonstrate their participation and document their compliance with the provisions of this Plan.

3. SUBCONTRACTING

The Contractor must provide written notification to the Department within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the Contract resulting from this solicitation pending concurrence of the Department in the award. The notification will list the names,

address and telephone number of the subcontractor; employer identification number; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the Contract is to be performed.

4. COVERED AREA

As used in this special provision, and in the Contract resulting from this solicitation, the geographical area covered by these goals for female participation is the State of Texas. The geographical area covered by these goals for other minorities are the counties in the State of Texas as indicated in Table 1.

5. REPORTS

The Contractor is hereby notified that he may be subject to the Office of Federal Contract Compliance Programs (OFCCP) reporting and record keeping requirements as provided for under Executive Order 11246 as amended. OFCCP will provide direct notice to the Contractor as to the specific reporting requirements that he will be expected to fulfill.

Table 1
Goals for Minority Participation

County	Participation, %	County	Participation, %
Anderson	22.5	Chambers	27.4
Andrews	18.9	Cherokee	22.5
Angelina	22.5	Childress	11.0
Aransas	44.2	Clay	12.4
Archer	11.0	Cochran	19.5
Armstrong	11.0	Coke	20.0
Atascosa	49.4	Coleman	10.9
Austin	27.4	Collin	18.2
Bailey	19.5	Collingsworth	11.0
Bandera	49.4	Colorado	27.4
Bastrop	24.2	Comal	47.8
Baylor	11.0	Comanche	10.9
Bee	44.2	Concho	20.0
Bell	16.4	Cooke	17.2
Bexar	47.8	Coryell	16.4
Blanco	24.2	Cottle	11.0
Borden	19.5	Crane	18.9
Bosque	18.6	Crockett	20.0
Bowie	19.7	Crosby	19.5
Brazoria	27.3	Culberson	49.0
Brazos	23.7	Dallam	11.0
Brewster	49.0	Dallas	18.2
Briscoe	11.0	Dawson	19.5
Brooks	44.2	Deaf Smith	11.0
Brown	10.9	Delta	17.2
Burleson	27.4	Denton	18.2
Burnet	24.2	DeWitt	27.4
Caldwell	24.2	Dickens	19.5
Calhoun	27.4	Dimmit	49.4
Callahan	11.6	Donley	11.0
Cameron	71.0	Duval	44.2
Camp	20.2	Eastland	10.9
Carson	11.0	Ector	15.1
Cass	20.2	Edwards	49.4
Castro	11.0	Ellis	18.2

County	Participation, %	County	Participation, %
El Paso	57.8	Kenedy	44.2
Erath	17.2	Kent	10.9
Falls	18.6	Kerr	49.4
Fannin	17.2	Kimble	20.0
Fayette	27.4	King	19.5
Fisher	10.9	Kinney	49.4
Floyd	19.5	Kleberg	44.2
Foard	11.0	Knox	10.9
Fort Bend	27.3	Lamar	20.2
Franklin	17.2	Lamb	19.5
Freestone	18.6	Lampasas	18.6
Frio	49.4	LaSalle	49.4
Gaines	19.5	Lavaca	27.4
Galveston	28.9	Lee	24.2
Garza	19.5	Leon	27.4
Gillespie	49.4	Liberty	27.3
Glasscock	18.9	Limestone	18.6
Goliad	27.4	Lipscomb	11.0
Gonzales	49.4	Live Oak	44.2
Gray	11.0	Llano	24.2
Grayson	9.4	Loving	18.9
Gregg	22.8	Lubbock	19.6
Grimes	27.4	Lynn	19.5
Guadalupe	47.8	Madison	27.4
Hale	19.5	Marion	22.5
Hall	11.0	Martin	18.9
Hamilton	18.6	Mason	20.0
Hansford	11.0	Matagorda	27.4
Hardeman	11.0	Maverick	49.4
Hardin	22.6	McCulloch	20.0
Harris	27.3	McLennan	20.7
Harrison	22.8	McMullen	49.4
Hartley	11.0	Medina	49.4
Haskell	10.9	Menard	20.0
Hays	24.1	Midland	19.1
Hemphill	11.0	Milam	18.6
Henderson	22.5	Mills	18.6
Hidalgo	72.8	Mitchell	10.9
Hill	18.6	Montague	17.2
Hockley	19.5	Montgomery	27.3
Hood	18.2	Moore	11.0
Hopkins	17.2	Morris	20.2
Houston	22.5	Motley	19.5
Howard	18.9	Nacogdoches	22.5
Hudspeth	49.0	Navarro	17.2
Hunt	17.2	Newton	22.6
Hutchinson	11.0	Nolan	10.9
Irion	20.0	Nueces	41.7
Jack	17.2	Ochiltree	11.0
Jackson	27.4	Oldham	11.0
Jasper	22.6	Orange	22.6
Jeff Davis	49.0	Palo Pinto	17.2
Jefferson	22.6	Panola	22.5
Jim Hogg	49.4	Parker	18.2
Jim Wells	44.2	Parmer	11.0
Johnson	18.2	Pecos	18.9
Jones	11.6	Polk	27.4
Karnes	49.4	Potter	9.3
Kaufman	18.2	Presidio	49.0
Kendall	49.4	Randall	9.3

County	Participation, %	County	Participation, %
Rains	17.2	Reagan	20.0
Real	49.4	Throckmorton	10.9
Red River	20.2	Titus	20.2
Reeves	18.9	Tom Green	19.2
Refugio	44.2	Travis	24.1
Roberts	11.0	Trinity	27.4
Robertson	27.4	Tyler	22.6
Rockwall	18.2	Upshur	22.5
Runnels	20.0	Upton	18.9
Rusk	22.5	Uvalde	49.4
Sabine	22.6	Val Verde	49.4
San Augustine	22.5	Van Zandt	17.2
San Jacinto	27.4	Victoria	27.4
San Patricio	41.7	Walker	27.4
San Saba	20.0	Waller	27.3
Schleicher	20.0	Ward	18.9
Scurry	10.9	Washington	27.4
Shackelford	10.9	Webb	87.3
Shelby	22.5	Wharton	27.4
Sherman	11.0	Wheeler	11.0
Smith	23.5	Wichita	12.4
Somervell	17.2	Wilbarger	11.0
Starr	72.9	Willacy	72.9
Stephens	10.9	Williamson	24.1
Sterling	20.0	Wilson	49.4
Stonewall	10.9	Winkler	18.9
Sutton	20.0	Wise	18.2
Swisher	11.0	Wood	22.5
Tarrant	18.2	Yoakum	19.5
Taylor	11.6	Young	11.0
Terrell	20.0	Zapata	49.4
Terry	19.5	Zavala	49.4

Special Provision to Item 000

Standard Federal Equal Employment Opportunity Construction Contract Specifications (Executive Order 11246)



1. GENERAL

1.1. As used in these specifications:

- "Covered area" means the geographical area described in the solicitation from which this Contract resulted;
- "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
- "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.
- "Minority" includes:
 - Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
 - Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
 - Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
 - American Indian or Alaskan Native (all persons having origins in any of the original peoples of North American and maintaining identifiable tribal affiliations through membership and participation or community identification).

1.2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it will physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this Contract resulted.

1.3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U. S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) will be in accordance with that plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the equal employment opportunity (EEO) clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

1.4. The Contractor will implement the specific affirmative action standards provided in Section 1.7.1. through Section 1.7.16. of these specifications. The goals set forth in the solicitation from which this Contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction Contractors performing Contracts in geographical areas where they do not have a Federal or federally assisted construction Contract will apply the minority and female goals established for the geographical area where the Contract is being performed. Goals are published periodically in the Federal Register in notice form and such notices may be obtained from any Office of Federal Contract Compliance Programs office or any Federal procurement contracting officer. The

Contractor is expected to make substantially uniform progress toward its goals in each craft during the period specified.

- 1.5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women will excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.
- 1.6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U. S. Department of Labor.
- 1.7. The Contractor will take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications will be based upon its effort to achieve maximum results from its actions. The Contractor will document these efforts fully, and will implement affirmative action steps at least as extensive as the following:
 - 1.7.1. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor will specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
 - 1.7.2. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
 - 1.7.3. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this will be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.
 - 1.7.4. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral Process has impeded the Contractor's efforts to meet its obligations.
 - 1.7.5. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor will provide notice of these programs to the sources compiled under 7b above.
 - 1.7.6. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and Collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
 - 1.7.7. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other

employment decisions including specific review of these items with on-site supervisory personnel such as Superintendents, General Foremen, etc., before the initiation of construction work at any job site. A written record must be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

- 1.7.8. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.
- 1.7.9. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month before the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor will send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
- 1.7.10. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's workforce.
- 1.7.11. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
- 1.7.12. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
- 1.7.13. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment-related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
- 1.7.14. Ensure that all facilities and company activities are non-segregated except that separate or single-user toilet and necessary changing facilities will be provided to assure privacy between the sexes.
- 1.7.15. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
- 1.7.16. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
- 1.8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (Section 7.1. through Section 7.16.). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the Contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under Section 7.1. through Section 7.16. of these Specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation will not be a defense for the Contractor's noncompliance.
- 1.9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor

may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).

- 1.10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
- 1.11. The Contractor will not enter into any Subcontract with any person or firm debarred from Government Contracts pursuant to Executive Order 11246.
- 1.12. The Contractor will carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties will be in violation of these specifications and Executive Order 11246, as amended.
- 1.13. The Contractor, in fulfilling its obligations under these specifications, will implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director will proceed in accordance with 41 CFR 60-4.8.
- 1.14. The Contractor will designate a responsible official to monitor all employment-related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records must at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records must be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, Contractors shall not be required to maintain separate records.
- 1.15. Nothing herein provided will be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).
- 1.16. In addition to the reporting requirements set forth elsewhere in this Contract, the Contractor and the subcontractors holding subcontracts, not including material suppliers, of \$10,000 or more, will submit for every month of July during which work is performed, employment data as contained under Form PR 1391 (Appendix C to 23 CFR, Part 230), and in accordance with the included instructions.

Special Provision to Item 000

On-the-Job Training Program



1. DESCRIPTION

The primary objective of this Special Provision is the training and advancement of minorities, women and economically disadvantaged persons toward journeyworker status. Accordingly, make every effort to enroll minority, women and economically disadvantaged persons to the extent that such persons are available within a reasonable area of recruitment. This training commitment is not intended, and will not be used to discriminate against any applicant for training, whether or not he/she is a member of a minority group.

2. TRAINEE ASSIGNMENT

Training assignments are based on the past volume of state-let highway construction contracts awarded with the Department. Contractors meeting the selection criteria will be notified of their training assignment at the beginning of the reporting year by the Department's Office of Civil Rights.

3. PROGRAM REQUIREMENTS

Fulfill all of the requirements of the On-the-Job Training Program including the maintenance of records and submittal of periodic reports documenting program performance. Trainees will be paid at least 60% of the appropriate minimum journeyworker's rate specified in the Contract for the first half of the training period, 75% for the third quarter, and 90% for the last quarter, respectively.

4. REIMBURSEMENT

If requested, Contractors may be reimbursed \$0.80 per training hour at no additional cost to the Department. Training may occur on this project, all other Department contracts, or local-administered federal-aid projects with concurrence of the local government entity. However, reimbursement for training is not available on projects to the extent that such projects that do not contain federal funds.

5. COMPLIANCE

The Contractor will have fulfilled the contractual responsibilities by having provided acceptable training to the number of trainees specified in their goal assignment. Noncompliance may be cause for corrective and appropriate measures pursuant to Article 8.7., "Abandonment of Work or Default of Contract," which may be used to comply with the sanctions for noncompliance pursuant to 23 CFR Part 230.

Special Provision to Item 000

Disadvantaged Business Enterprise in Federal Aid Contracts



1. DESCRIPTION

The purpose of this Special Provision is to carry out the U.S. Department of Transportation's (DOT) policy of ensuring nondiscrimination in the award and administration of DOT assisted Contracts and creating a level playing field on which firms owned and controlled by individuals who are determined to be socially and economically disadvantaged can compete fairly for DOT assisted Contracts. If the Disadvantaged Business Enterprise (DBE) goal is greater than zero, Article A, "Disadvantaged Business Enterprise in Federal Aid Contracts", of this Special Provision shall apply to this Contract. If there is no DBE goal, Article B, "Race-Neutral DBE Participation," of this Special Provision will apply to this Contract. The percentage goal for DBE participation in the work to be performed under this Contract will be shown on the proposal.

1.1. Article A. Disadvantaged Business Enterprise in Federal Aid Contracts.

1.1.1. **Policy.** It is the policy of the DOT and the Texas Department of Transportation (Department) that DBEs, as defined in 49 CFR Part 26, Subpart A and the Department's DBE Program, shall have the opportunity to participate in the performance of Contracts financed in whole or in part with Federal funds. The DBE requirements of 49 CFR Part 26, and the Department's DBE Program, apply to this Contract as follows:

1.1.1.1. The Contractor will solicit DBEs through reasonable and available means, as defined in 49 CFR Part 26, Appendix A and the Department's DBE Program, or show a good faith effort to meet the DBE goal for this Contract.

1.1.1.2. The Contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted Contracts. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as the recipient deems appropriate.

1.1.1.3. The requirements of this Special Provision shall be physically included in any subcontract.

1.1.1.4. By signing the Contract proposal, the Bidder is certifying that the DBE goal as stated in the proposal will be met by obtaining commitments from eligible DBEs or that the Bidder will provide acceptable evidence of good faith effort to meet the commitment. The Department will determine the adequacy of a Contractor's efforts to meet the Contract goal, within 10 business days, excluding national holidays, from receipt of the information outlined in this Special Provision under Section 1.1.3., "Contractor's Responsibilities." If the requirements of Section 1.A.3 are met, the conditional situation will be removed and the Contract will be forwarded to the Contractor for execution.

1.1.2. Definitions.

1.1.2.1. "Broker" is an intermediary or middleman that does not take possession of a commodity or act as a regular dealer selling to the public.

1.1.2.2. "Disadvantaged Business Enterprise" or "DBE" is defined in the standard specifications, Article 1, Definition of Terms.

- 1.1.2.3. "DBE Joint Venture" means an association of a DBE firm and 1 or more other firm(s) to carry out a single business enterprise for profit for which purpose they combine their property, capital, efforts, skills and knowledge, and in which the DBE is responsible for a distinct, clearly defined portion of the work of the Contract and whose share in the capital contribution, control, management, risks, and profits of the joint venture are commensurate with its ownership interest.
- 1.1.2.4. "DOT" means the U.S. Department of Transportation, including the Office of the Secretary, the Federal Highway Administration (FHWA), the Federal Transit Administration (FTA), and the Federal Aviation Administration (FAA).
- 1.1.2.5. "Federal Aid Contract" is any Contract between the Department and a Contractor which is paid for in whole or in part with DOT financial assistance.
- 1.1.2.6. "Good Faith Effort" means efforts to achieve a DBE goal or other requirement of this Special Provision which, by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the program requirement.
- 1.1.2.7. "Manufacturer" is a firm that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required under the Contract and of the general character described by the specifications."
- 1.1.2.8. "Race-conscious" means a measure or program that is focused specifically on assisting only DBEs, including women-owned businesses.
- 1.1.2.9. "Race-neutral DBE Participation" means any participation by a DBE through customary competitive procurement procedures.
- 1.1.2.10. "Regular Dealer" is a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the Contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. To be a regular dealer, the firm must be an established, regular business that engages in, as its principal business and under its own name, the purchase and sale or lease of the products in question.
- A regular dealer in such bulk items as steel, cement, gravel, stone, and petroleum products need not keep such products in stock if it owns and operates distribution equipment for the products. Any supplementing of regular dealers own distribution equipment shall be by a long-term lease agreement and not on an ad hoc or contract-by-contract basis. Brokers, packagers, manufacturers' representatives, or other persons who arrange or expedite transactions shall not be regarded as a regular dealer.
- 1.1.2.11. "Texas Unified Certification Program" or "TUCP" provides one-stop shopping to applicants for certification, such that applicants are required to apply only once for a DBE certification that will be honored by all recipients of federal funds in the state. The TUCP by Memorandum of Agreement established six member entities to serve as certifying agents for Texas in specified regions.
- 1.1.3. **Contractor's Responsibilities.** These requirements must be satisfied by the Contractor.
- 1.1.3.1. After conditional award of the Contract, the Contractor shall submit a completed Form SMS.4901 "DBE Commitment Agreement", From SMS 4901-T "DBE Trucking Commitment Agreement", or Form SMS.4901-MS "DBE Material & Supplier Commitment Agreement" for each DBE he/she intends to use to satisfy the DBE goal or a good faith effort to explain why the goal could not be reached, so as to arrive in the Department's Office of Civil Rights (OCR) in Austin, Texas not later than 5:00 p.m. on the 10th business day, excluding national holidays, after the conditional award of the Contract. When requested, additional time, not to exceed 7 business days, excluding national holidays, may be granted based on documentation submitted by the Contractor.

- 1.1.3.2. DBE prime Contractors may receive credit toward the DBE goal for work performed by his/her own forces and work subcontracted to DBEs. A DBE prime must make a good faith effort to meet the goals. In the event a DBE prime subcontracts to a non-DBE, that information must be reported on Form SMS.4902.
- 1.1.3.3. A Contractor who cannot meet the Contract goal, in whole or in part, shall make adequate good faith efforts to obtain DBE participation as so stated and defined in 49 CFR Part 26, Appendix A. The following is a list of the types of action that may be considered as good faith efforts. It is not intended to be a mandatory checklist, nor is it intended to be exclusive or exhaustive. Other factors or types of efforts may be relevant in appropriate cases.
- Soliciting through all reasonable and available means (e.g. attendance at prebid meetings, advertising, and/or written notices) the interest of all certified DBEs who have the capability to perform the work of the Contract. The solicitation must be done within sufficient time to allow the DBEs to respond to it. Appropriate steps must be taken to follow up initial solicitations to determine, with certainty, if the DBEs are interested.
 - Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out Contract work items into economically feasible units to facilitate DBE participation, even when the Contractor might otherwise prefer to perform the work items with its own forces.
 - Providing interested DBEs with adequate information about the plans, specifications, and requirements of the Contract in a timely manner to assist them in responding to a solicitation.
 - Negotiating in good faith with interested DBEs to make a portion of the work available to DBE subcontractors and suppliers and select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiations includes the names, addresses, and telephone numbers of DBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBEs to perform the work.
 - A Bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm price and capabilities as well as Contract goals into consideration. However, the fact that there may be some additional cost involved in finding and using DBEs is not in itself sufficient reason for a bidders failure to meet the Contract DBE goal as long as such cost are reasonable. Also, the ability or desire of the Contractor to perform the work of the Contract with its own organization does not relieve the Bidder of the responsibility to make good faith effort. Contractors are not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable.
 - Not rejecting DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The Contractor's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate cause for the rejection or non-solicitation of bids and the Contractors efforts to meet the project goal.
 - Making efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or Contractor.
 - Making efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.
 - Effectively using the services of available minority/women community organizations; minority/women Contractors' groups; local, state, and Federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs.
 - If the Program Manager of the OCR determines that the Contractor has failed to meet the good faith effort requirements, the Contractor will be given an opportunity for reconsideration by the Director of the OCR.

- 1.1.3.4. Should the bidder to whom the Contract is conditionally awarded refuse, neglect or fail to meet the DBE goal or comply with good faith effort requirements, the proposal guaranty filed with the bid shall become the property of the state, not as a penalty, but as liquidated damages to the Department.
- 1.1.3.5. The preceding information shall be submitted directly to the Office of Civil Rights, Texas Department of Transportation, 125 E. 11th Street, Austin, Texas 78701-2483.
- 1.1.3.6. The Contractor shall not terminate for convenience a DBE subcontractor named in the commitment submitted under Section 1.A.3.a, of this Special Provision. Before terminating or removing a DBE subcontractor named in the commitment, the Contractor must have a written consent of the Department.
- 1.1.3.7. The Contractor shall also make a good faith effort to replace a DBE subcontractor that is unable to perform successfully with another DBE, to the extent needed to meet the Contract goal. The Contractor shall submit a completed Form 4901 "DBE Commitment Agreement", Form SMS 4901-T "DBE Trucking Commitment Agreement", or Form SMS.4901-MS "DBE Material & Supplier Commitment Agreement" for the substitute DBE firm(s). Any substitution of DBEs shall be subject to approval by the Department. Before approving the substitution, the Department will request a statement from the DBE concerning it being replaced.
- 1.1.3.8. The Contractor shall designate a DBE liaison officer who will administer the Contractor's DBE program and who will be responsible for maintenance of records of efforts and contacts made to subcontract with DBEs.
- 1.1.3.9. Contractors are encouraged to investigate the services offered by banks owned and controlled by disadvantaged individuals and to make use of these banks where feasible.
- 1.1.4. **Eligibility of DBEs.**
- 1.1.4.1. The member entities of the TUCP certify the eligibility of DBEs and DBE joint ventures to perform DBE subcontract work on DOT financially assisted Contracts.
- 1.1.4.2. The Department maintains the Texas Unified Certification Program DBE Directory containing the names of firms that have been certified to be eligible to participate as DBE's on DOT financially assisted Contracts. This Directory is available from the Department's OCR. An update of the Directory can be found on the Internet at <http://www.txdot.gov/apps-cg/tucp/default.htm>.
- 1.1.4.3. Only DBE firms certified at the time commitments are submitted are eligible to be used in the information furnished by the Contractor as required under Section 1.A.3.a. and 3.g. above. For purposes of the DBE goal on this project, DBEs will only be allowed to perform work in the categories of work for which they are certified.
- 1.1.4.4. Only DBE firms certified at the time of execution of a Contract/subcontract/purchase order, are eligible for DBE goal participation.
- 1.1.5. **Determination of DBE Participation.** When a DBE participates in a Contract, only the values of the work actually performed by the DBE, as referenced below, shall be counted by the prime Contractor toward DBE goals:
- 1.1.5.1. The total amount paid to the DBE for work performed with his/her own forces is counted toward the DBE goal. When a DBE subcontracts part of the work of its Contract to another firm, the value of the subcontracted work may be counted toward DBE goals only if the subcontractor is itself a DBE. Work that a DBE subcontracts to a non-DBE firm does not count toward DBE goals.
- 1.1.5.2. A Contractor may count toward its DBE goal a portion of the total value of the Contract amount paid to a DBE joint venture equal to the distinct, clearly defined portion of the work of the Contract performed by the DBE.
- 1.1.5.2.1. A Contractor may count toward its DBE goal only expenditures to DBEs that perform a commercially useful function (CUF) in the work of a Contract or purchase order. A DBE is considered to perform a CUF when it is

responsible for execution of the work of the Contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a CUF, the DBE must also be responsible, with respect to materials and supplies used on the Contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself.

In accordance with 49 CFR Part 26, Appendix A, guidance concerning Good Faith Efforts, Contractors may make efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services. Contractors may not however, negotiate the price of materials or supplies used on the Contract by the DBE, nor may they determine quality and quantity, order the materials themselves, nor install the materials (where applicable), or pay for the material themselves. Contractors however, may share the quotations they receive from the material supplier with the DBE firm, so that the DBE firm may negotiate a reasonable price with the material supplier.

In all cases, prime or other non-DBE subcontractor assistance will not be credited toward the DBE goal.

- 1.1.5.2.2. A DBE does not perform a CUF if its role is limited to that of an extra participant in a transaction, Contract, or project through which funds are passed in order to obtain the appearance of DBE participation.

Consistent with industry practices and the DOT/Department's DBE program, a DBE subcontractor may enter into second-tier subcontracts, amounting up to 70% of their Contract. Work subcontracted to a non-DBE does not count towards DBE goals. If a DBE does not perform or exercise responsibility for at least 30% of the total cost of its Contract with its own work force, or the DBE subcontracts a greater portion of the work of a Contract than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that the DBE is not performing a CUF
- 1.1.5.2.3. A DBE trucking firm (including an owner operator who is certified as a DBE is considered to be performing a CUF when the DBE is responsible for the management and supervision of the entire trucking operation on a particular Contract and the DBE itself owns and operates at least 1 fully licensed, insured, and operational truck used on the Contract.
 - 1.1.5.2.3.1. The Contractor receives credit for the total value of the transportation services the DBE provides on a Contract using trucks it owns, insures, and operates using drivers it employs.
 - 1.1.5.2.3.2. The DBE may lease trucks from another DBE firm, including an owner operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the Contract.
 - 1.1.5.2.3.3. The DBE may also lease trucks from a non-DBE firm, including from an owner-operator. The DBE who leases trucks from a non-DBE is entitled to credit for the total value of transportation services provided by non-DBE lessees not to exceed the value of transportation services provided by the DBE-owned trucks on the Contract. Additional participation by non-DBE lessees receive credit only for the fee or commission it receives as result of the lease arrangement
 - 1.1.5.2.3.4. A lease must indicate that the DBE has exclusive use of and control over the trucks giving the DBE absolute priority for use of the leased trucks. Leased trucks must display the name and identification number of the DBE.
- 1.1.5.2.4. When a DBE is presumed not to be performing a CUF the DBE may present evidence to rebut this presumption.
- 1.1.5.2.5. Project materials or supplies acquired from an affiliate of the prime Contractor can not directly or indirectly (2nd or lower tier subcontractor) be used for DBE goal credit.
- 1.1.5.3. A Contractor may count toward its DBE goals expenditures for materials and supplies obtained from a DBE manufacturer, provided that the DBE assumes the actual and contractual responsibility for the materials and

supplies. Count expenditures with DBEs for materials or supplies toward DBE goals as provided in the following:

- 1.1.5.3.1. If the materials or supplies are obtained from a DBE manufacturer, count 100% of the cost of the materials or supplies toward DBE goals. (Definition of a DBE manufacturer found at 1A.c.(1) of this provision.)

For purposes of this Section (1.A.c.(1)), a manufacturer is a firm that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required under the Contract and of the general character described by the specifications.

- 1.1.5.3.2. If the materials or supplies are purchased from a DBE regular dealer, count 60% of the cost of the materials or supplies toward DBE goals.

For purposes of this Section (1.A.5.c.(2)), a regular dealer is a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the Contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business:

- 1.1.5.3.2.1. To be a regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question.

- 1.1.5.3.2.2. A person may be a regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone or asphalt without owning, operating, or maintaining a place of business as provided in the first paragraph under Section 1.A.5.c.(2), if the person both owns and operates distribution equipment for the products. Any supplementing of regular dealers' own distribution equipment shall be by a long-term lease agreement and not on an ad hoc or contract-by-contract basis.

- 1.1.5.3.2.3. Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not regular dealers within the meaning of Section 1.A.5.c.(2).

- 1.1.5.3.3. With respect to materials or supplies purchased from DBE which is neither a manufacturer nor a regular dealer, count the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on a job site, toward DBE goals, provided you determine the fees to be reasonable and not excessive as compared with fees customarily allowed for similar services.

Do not count any portion of the cost of the materials and supplies themselves toward DBE goals.

- 1.1.5.3.4. Count the entire amount of fees or commissions charged by a DBE firm for providing a bona fide service, such as professional, technical, consultant or managerial services, or for providing bonds or insurance specifically required for the performance of a DOT-assisted Contract, toward DBE goals, provided you determine the fee to be reasonable and not excessive as compared with fees customarily allowed for similar services.

- 1.1.5.4. If the Contractor chooses to assist a DBE firm, other than a manufacturing material supplier or regular dealer, and the DBE firm accepts the assistance, the Contractor may act solely as a guarantor by use of a two-party check for payment of materials to be used on the project by the DBE. The material supplier must invoice the DBE who will present the invoice to the Contractor. The Contractor may issue a joint check to the DBE and the material supplier and the DBE firm must issue the remittance to the material supplier. No funds shall go directly from the Contractor to the material supplier. The DBE firm may accept or reject this joint checking arrangement.

The Contractor must obtain approval from the Department before implementing the use of joint check arrangements with the DBE. Submit to the Department, Joint Check Approval Form 2178 for requesting approval. Provide copies of cancelled joint checks upon request. No DBE goal credit will be allowed for the cost of DBE materials that are paid by the Contractor directly to the material supplier.

- 1.1.5.5. No DBE goal credit will be allowed for supplies and equipment the DBE subcontractor leases from the Contractor or its affiliates.
- 1.1.5.6. No DBE goal credit will be allowed for the period of time determined by the Department that the DBE was not performing a CUF. The denial period of time may occur before or after a determination has been made by the department. In case of the denial of credit for non-performance of a CUF of a DBE, the Contractor will be required to provide a substitute DBE to meet the Contract goal or provide an adequate good faith effort when applicable.
- 1.1.6. **Records and Reports.**
- 1.1.6.1. The Contractor shall submit monthly reports, after work begins, on DBE payments to meet the DBE goal and for DBE or HUB race-neutral participation. Report payments made to non-DBE HUBs. The monthly report is to be sent to the Area Engineer. These reports will be due within 15 days after the end of a calendar month. These reports will be required until all DBE subcontracting or material supply activity is completed. Form SMS.4903, "DBE Progress Report," is to be used for monthly reporting. Form SMS.4904, "DBE Final Report," is to be used as a final summary of DBE payments submitted upon completion of the project.
- The original final report must be submitted to the OCR and a copy must be submitted to the Area Engineer. These forms may be obtained from the Department or may be reproduced by the Contractor. The Department may verify the amounts being reported as paid to DBEs by requesting copies of cancelled checks paid to DBEs on a random basis. Cancelled checks and invoices should reference the Department's project number.
- 1.1.6.2. DBE subcontractors and/or material suppliers should be identified on the monthly report by Vendor Number, name, and the amount of actual payment made to each during the monthly period. Negative reports are required when no activity has occurred in a monthly period.
- 1.1.6.3. All such records must be retained for a period of 3 years following completion of the Contract work, and shall be available at reasonable times and places for inspection by authorized representatives of the Department or the DOT. Provide copies of subcontracts or agreements and other documentation upon request.
- 1.1.6.4. Before receiving final payment, the Contractor shall submit Form SMS.4904, "DBE Final Report". If the DBE goal requirement is not met, documentation supporting Good Faith Efforts, as outlined in Section 1.A.3.c of this Special Provision, must be submitted with the "DBE Final Report."
- 1.1.6.5. Provide a certification of prompt payment in accordance with the Department's prompt payment procedure to certify that all subcontractors and suppliers were paid from the previous months payments and retainage was released for those whose work is complete. Submit the completed form each month and the month following the month when final acceptance occurred at the end of the project.
- 1.1.7. **Compliance of Contractor.** To ensure that DBE requirements of this DOT assisted Contract are complied with, the Department will monitor the Contractor's efforts to involve DBEs during the performance of this Contract. This will be accomplished by a review of monthly reports submitted to the Area Engineer by the Contractor indicating his progress in achieving the DBE Contract goal, and by compliance reviews conducted on the project site by the Department.
- The Contractor shall receive credit toward the DBE goal based on actual payments to the DBE subcontractor. The Contractor shall notify the Area Engineer if he/she withholds or reduces payment to any DBE subcontractor. The Contractor shall submit an affidavit detailing the DBE subcontract payments before receiving final payment for the Contract.
- Contractors' requests for substitutions of DBE subcontractors shall be accompanied by a detailed explanation which should substantiate the need for a substitution. The Contractor may not be allowed to count work on those items being substituted toward the DBE goal before approval of the substitution from the Department.

The prime Contractor is prohibited from providing work crews and equipment to DBEs. DBE Goal credit for the DBE subcontractors leasing of equipment or purchasing of supplies from the prime Contractor or its affiliates is not allowed.

When a DBE subcontractor named in the commitment under Section 1.A.3.a. of this Special Provision, is terminated or fails to complete its work on the Contract for any reason, the prime Contractor is required to make good faith efforts to find another DBE subcontractor to substitute for the original DBE. These good faith efforts shall be directed at finding another DBE to perform at least the same amount of work under the Contract as the DBE that was terminated, to the extent needed to meet the Contract goal.

A Contractor's failure to comply with the requirements of this Special Provision shall constitute a material breach of this Contract. In such a case, the Department reserves the right to terminate the Contract; to deduct the amount of DBE goal not accomplished by DBEs from the money due or to become due the Contractor, or to secure a refund, not as a penalty but as liquidated damages to the Department or such other remedy or remedies as the Department deems appropriate.

Forward Form 2371, "DBE Trucking Credit Worksheet," completed by the DBE trucker every month DBE credit is used.

- 1.2. **Article B. Race-Neutral Disadvantaged Business Enterprise Participation.** It is the policy of the DOT that Disadvantaged Business Enterprises (DBE) as defined in 49 CFR Part 26 Subpart A, be given the opportunity to compete fairly for Contracts and subcontracts financed in whole or in part with Federal funds and that a maximum feasible portion of the Department's overall DBE goal be met using race-neutral means. Consequently, if there is no DBE goal, the DBE requirements of 49 CFR Part 26, apply to this Contract as follows:

The Contractor will offer DBEs as defined in 49 CFR Part 26, Subpart A, the opportunity to compete fairly for Contracts and subcontractors financed in whole or in part with Federal funds. Race-Neutral DBE and non-DBE HUB participation on projects with no DBE goal shall be reported on Form SMS.4903, "DBE or HUB Progress Report" and submitted to the Area Engineer each month and at project completion. Payments to DBEs reported on Form SMS.4903 are subject to the requirements of Section 1.1.5., "Determination of DBE Participation."

The Contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted Contracts. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as the recipient deems appropriate.

Special Provision to Item 000

Important Notice to Contractors



By the 20th day of each month, report to the Engineer the number of incidents and injuries that occurred on the project the previous month. Report:

- the total number of incidents and injuries for the Contractor and all subcontractors, and
- the number of Contractor and subcontractor-related incidents and injuries that involved a third party.

An "incident" is defined as any work-related occurrence that caused damage only to vehicles, equipment, materials, etc.

An "injury" is defined as an OSHA recordable injury.

Acquire an Electronic Project Records System (EPRS) account to report incidents and injuries. Submit an EPRS User Access Request Form (Form 2451) to request an account. This form can be found at <http://www.txdot.gov/business/resources/doing-business/prequalification.html>.

Report injuries and incidents using the EPRS website located at <https://apps.dot.state.tx.us/apps/eprs/InjuryIncident/InjryIncldt.aspx>.

Failure to submit this information to the Engineers by the 20th day of each month will result in the Department taking actions including, but not limited to withholding estimates and suspending the work. This report will not be paid for directly, but will be considered subsidiary to Items of the contract.

Special Provision to Item 6

Control of Materials



For this project, Item 6, "Control of Materials," of the Standard Specifications, is hereby amended with respect to the clauses cited below, and no other clauses or requirements of this Item are waived or changed hereby.

Article 4., "Sampling, Testing, and Inspection," is supplemented by the following:

Meet with the Engineer and choose either the Department or a Department-selected Commercial Lab (CL) for conducting the subset of project-level sampling and testing shown in Table 1, "Select Guide Schedule Sampling and Testing." Selection may be made on a test by test basis. CLs will meet the testing turnaround times shown (includes test time and time for travel/sampling and reporting) and in all cases issue test reports as soon as possible.

If the Contractor chooses a Department-selected CL for any Table 1 sampling and testing:

- notify the Engineer, District Lab, and the CL of project scheduling that may require CL testing;
- provide the Engineer, District Lab, and CL at least 24 hours' notice by phone and e-mail;
- reimburse the Department for CL Table 1 testing using the contract fee schedule for the CL (including mileage and travel/standby time) at the minimum guide schedule testing frequencies;
- reimburse the Department for CL Table 1 testing above the minimum guide schedule frequencies for retesting when minimum frequency testing results in failures to meet specification limits;
- agree with the Engineer and CL upon a policy regarding notification for testing services;
- give any cancellation notice to the Engineer, District Lab, and CL by phone and e-mail;
- reimburse the Department a \$150 cancellation fee to cover technician time and mileage charges for previously scheduled work cancelled without adequate notice, which resulted in mobilization of technician and/or equipment by the CL; and
- all CL charges will be reimbursed to the Department by a deduction from the Contractor's monthly pay estimate.

If the CL does not meet the Table 1 turnaround times, testing charge to the Contractor will be reduced by 50% for the first late day and an additional 5% for each succeeding late day.

Approved CL project testing above the minimum testing frequencies in the Guide Schedule of Sampling and Testing, and not as the result of failing tests, will be paid by the Department.

Other project-level Guide Schedule sampling and testing not shown on Table 1 will be the responsibility of the Department.

Table 1
Select Guide Schedule Sampling and Testing (Note 1)

TxDOT Test	Test Description	Turn-Around Time (Calendar days)
SOILS/BASE		
Tex-101-E	Preparation of Soil and Flexible Base Materials for Testing (included in other tests)	
Tex-104-E	Liquid Limit of Soils (included in 106-E)	
Tex-105-E	Plastic Limit of Soils (included in 106-E)	
Tex-106-E	Calculating the Plasticity Index of Soils	7
Tex-110-E	Particle Size Analysis of Soils	6
Tex-113-E	Moisture-Density Relationship of Base Materials	7
Tex-114-E	Moisture-Density Relationship of Subgrade and Embankment Soil	7
Tex-115-E	Field Method for In-Place Density of Soils and Base Materials	2
Tex-116-E	Ball Mill Method for the Disintegration of Flexible Base Material	5
Tex-117-E, Part II	Triaxial Compression Tests For Disturbed Soils and Base Materials (Part II)	6
Tex-113-E w/ Tex-117-E	Moisture-Density Relationship of Base Materials with Triaxial Compression Tests For Disturbed Soils and Base Materials (Part II)	10
Tex-140-E	Measuring Thickness of Pavement Layer	2
Tex-145-E	Determining Sulfate Content in Soils - Colorimetric Method	4
HOT MIX ASPHALT		
Tex-200-F	Sieve Analysis of Fine and Coarse Aggregate (dry, from ignition oven with known correction factors)	1 (Note 2)
Tex-203-F	Sand Equivalent Test	3
Tex-206-F, w/ Tex-207-F, Part I, w/ Tex-227-F	(Lab-Molded Density of Production Mixture – Texas Gyratory) Method of Compacting Test Specimens of Bituminous Mixtures with Density of Compacted Bituminous Mixtures, Part I - Bulk Specific Gravity of Compacted Bituminous Mixtures, with Theoretical Maximum Specific Gravity of Bituminous Mixtures	1 (Note 2)
Tex-207-F, Part I &/or Part VI	(In-Place Air Voids of Roadway Cores) Density of Compacted Bituminous Mixtures, Part I- Bulk Specific Gravity of Compacted Bituminous Mixtures &/or Part VI - Bulk Specific Gravity of Compacted Bituminous Mixtures Using the Vacuum Method	1 (Note 2)
Tex-207-F, Part V	Density of Compacted Bituminous Mixtures, Part V- Determining Mat Segregation using a Density-Testing Gauge	3
Tex-207-F, Part VII	Density of Compacted Bituminous Mixtures, Part VII - Determining Longitudinal Joint Density using a Density-Testing Gauge	4
Tex-212-F	Moisture Content of Bituminous Mixtures	3
Tex-217-F	Deleterious Material and Decantation Test for Coarse Aggregate	4
Tex-221-F	Sampling Aggregate for Bituminous Mixtures, Surface Treatments, and LRA (included in other tests)	
Tex-222-F	Sampling Bituminous Mixtures (included in other tests)	
Tex-224-F	Determination of Flakiness Index	3
Tex-226-F	Indirect Tensile Strength Test (production mix)	4
Tex-235-F	Determining Draindown Characteristics in Bituminous Materials	3
Tex-236-F (Correction Factors)	Asphalt Content from Asphalt Paving Mixtures by the Ignition Method (Determining Correction Factors)	4
Tex-236-F	Asphalt Content from Asphalt Paving Mixtures by the Ignition Method (Production Mixture)	1 (Note 2)
Tex-241-F w/ Tex-207-F, Part I, w/ Tex-227-F	(Lab-Molded Density of Production Mixture – Superpave Gyratory) Superpave Gyratory Compacting of Specimens of Bituminous Mixtures (production mixture) with Density of Compacted Bituminous Mixtures, Part I- Part I - Bulk Specific Gravity of Compacted Bituminous Mixtures, with Theoretical Maximum Specific Gravity of Bituminous Mixtures	1 (Note 2)
Tex-242-F	Hamburg Wheel-Tracking Test (production mix, molded samples)	3
Tex-244-F	Thermal Profile of Hot Mix Asphalt	1
Tex-246-F	Permeability of Water Flow of Hot Mix Asphalt	3
Tex-280-F	Flat and Elongated Particles	3
Tex-530-C	Effect of Water on Bituminous Paving Mixtures (production mix)	4

AGGREGATES		
Tex-400-A	Sampling Flexible Base, Stone, Gravel, Sand, and Mineral Aggregates	3
Tex-410-A	Abrasion of Coarse Aggregate Using the Los Angeles Machine	5
Tex-411-A	Soundness of Aggregate by Use of Sodium Sulfate or Magnesium Sulfate	12
Tex-461-A	Degradation of Coarse Aggregate by Micro-Deval Abrasion	5
CHEMICAL		
Tex-612-J	Acid Insoluble Residue for Fine Aggregate	4
GENERAL		
HMA Production Specialist [TxAPA – Level 1-A] (\$/hr)		
HMA Roadway Specialist [TxAPA – Level 1-B] (\$/hr)		
Technician Travel/Standby Time (\$/hr)		
Per Diem (\$/day – meals and lodging)		
Mileage Rate (\$/mile from closest CL location)		
Note 1– Turn-Around Time includes test time and time for travel/sampling and reporting. Note 2 – These tests require turn-around times meeting the governing specifications. Provide test results within the stated turn-around time. CL is allowed one additional day to provide the signed and sealed report.		

Special Provision to Item 7

Legal Relations and Responsibilities



Item 7, "Legal Relations and Responsibilities," of the Standard Specifications is amended with respect to the clauses cited below. No other clauses or requirements of this Item are waived or changed.

Section 2.6.5., "Training", is supplemented by the following:

Coordinate enrollment, pay associated fees, and successfully complete Department-approved Training or Contractor Delivered Training. Training is valid for the period prescribed by the provider but no less than 3 yrs. from the date of completion. The Engineer may require training at a frequency less than the period prescribed or 3 yrs. based on Department's needs. Training and associated fees will not be measured or paid for directly but are considered subsidiary to pertinent Items.

2.6.5.1. **Department-approved Training.** Department-approved training is listed below:

2.6.5.1.1 **Contractor Responsible Person and Alternate.**

Provider	Course Title
American Traffic Safety Services Association	Traffic Control Supervisor
National Highway Institute	Maintenance of Traffic Control for Supervisors

2.6.5.1.2. **Flagger Instructor Training.**

Provider	Course Title
American Traffic Safety Services Association	Flagging Instructor Training Course
Texas Engineering Extension Services	Train-the-Trainer Flaggers
National Safety Council	Flagger (Instructor)
University of Texas at Arlington, Division for Enterprise Development	Certified Flagger Instructor

Flagger Training.

Provider	Course Title
Texas Engineering Extension Services	Flaggers in Work Zones
National Safety Council	Flagger (Novice)
University of Texas at Arlington, Continuing Education Department	Flaggers in Work Zones (TxDOT Training)
University of Texas at Arlington, Continuing Education Department	WZ Traffic Control/Qualified Flagger
Associated Builders and Contractors, Austin Chapter	Flagger Training
LDI Safety Training	Flagger Training
Tipton Compliance and Safety	Flagger Training

2.6.5.1.3. Law Enforcement Personnel.

Provider	Course Title
National Highway Institute	Safe and Effective Use of Law Enforcement Personnel in Work Zones

2.6.5.1.4. Other Work Zone Personnel.

Provider	Course Title
American Traffic Safety Services Association	Traffic Control Technician Training
Texas Engineering Extension Services	Work Zone Traffic Control
National Highway Institute	Maintenance of Traffic Control for Technicians
National Highway Institute	Maintenance Training Series: Basics of Work Zone Traffic Control

2.6.5.2. **Contractor Delivered Training.** Develop Contractor Delivered Training curriculum and submit the curriculum to the Department for approval. Do not implement the training curriculum before receiving written approval from the Department. The work performed and materials furnished to develop the curriculum and provide training will not be measured or paid for directly but will be considered subsidiary to pertinent Items.

A contractor's certified flagging instructor is permitted to train other flaggers.

Special Provision to Item 8

Prosecution and Progress



Item 8, "Prosecution and Progress" of the Standard Specifications is amended with respect to the clauses cited below. No other clauses or requirements of this Item are waived or changed.

Article 8.1., "Prosecution of Work." The first sentence of the first paragraph is voided and replaced by the following:

Begin work 60 calendar days after the authorization date to begin work. Do not begin work before or after this period unless authorized in writing by the Engineer.

Special Provision to Item 506

Temporary Erosion, Sedimentation, and Environmental Controls



For this project, Item 506, "Temporary Erosion, Sedimentation, and Environmental Controls," of the Standard Specifications, is hereby amended with respect to the clauses cited below, and no other clauses or requirements of this Item are waived or changed hereby.

Section 506.3.3., "Training," is supplemented by the following:

Training is provided by the Department at no cost to the Contractor and is valid for 3 yr. from the date of completion. The Engineer may require the following training at a frequency less than 3 yr. based on environmental needs:

- "Environmental Management System: Awareness Training for the Contractor" (English and Spanish) (Approximate running time 20 min.), and
- "Storm Water: Environmental Requirements During Construction" (English and Spanish) (Approximate running time 20 min.)

The CRPE, alternate CRPE designated for emergencies, Contractor's superintendent, Contractor, and subcontractor lead personnel involved in soil disturbing or SWP3 activities must enroll in and complete the training listed below and provide the certificate of completion to the Engineer before performing soil disturbing or SWP3 activities on the project. Coordinate enrollment as prescribed by the Department and pay associated fees for the following training:

- "Revegetation During Construction"
- "Construction General Permit Compliance," and
- "Construction State Gate Checklist (CSGC)."

Training and associated fee will not be measure or paid for directly but are subsidiary to this Item.

SPECIAL SPECIFICATION**LAN-001****12-Inch Water Main Relocations and Routine Appurtenance Adjustments**

- 1. Description.** Furnish and install all materials, equipment, and labor “FOR PROPOSED 12” WATER MAIN IN DANIELDALE ROAD FROM IH-35E TO PAVEMENT STA. 38+85, as shown on THE PLANS OF PROPOSED IMPROVEMENT FOR DANIELDALE ROAD IN CITY OF LANCASTER, TEXAS (CSJ: 0918-45-853, ETC).
- 2. Materials.** Install piping systems using the materials designated on the plans and in details shown for each particular system. Furnish materials so designated in accordance with all material requirements of the attached Document.
- 3. Construction Methods.** Perform work in a manner consistent with the Document and the following Specifications, Addendums and Standards necessary to perform the work:

- A.** The General Specifications (Standard Specifications for Public Works Construction - North Central Texas Council of Governments - Fourth Edition - 2004 including all Amendments

A copy of the Standard Specifications for Public Works Construction may be obtained from the North Central Texas Council of Governments, 616 Six Flags Drive, Arlington, Texas, Telephone (817) 640-3300.

- B.** Dallas Water Utilities Addendum to North Central Texas Standard Specifications for Public Works Construction - October, 2011;

A copy of the Dallas Water Utilities Addendum to the General Specifications can be obtained at the Water Utilities Department, 320 East Jefferson Room 118, Dallas, Texas 75203, Telephone (214) 948-4500 or online at http://www.dallascityhall.com/dwu/dwu_design_standards.html

- C.** Dallas Water Utilities Standard Drawings - October, 2012

A copy of the Dallas Water Utilities Standard Drawings can be obtained at the Water Utilities Department, 320 East Jefferson Boulevard Room 118, Dallas, Texas 75203, Telephone (214) 948-4500 or online at http://www.dallascityhall.com/dwu/dwu_design_standards.html

- D.** Occupational Safety and Health Standards - Excavations, 29 CFR Part 1926; effective 2002 (or Latest Edition).

- E. A copy of the Department of Public Works and Transportation Pavement Cut and Repair Standards Manual;
- F. A copy of the Department of Public Works and Transportation Standard Construction Details 251D; September, 2002 or latest edition.
- G. A copy of the Department of Public Works and Transportation Addendum to North Central Texas Standard Specifications for Public Works Construction; December, 1998 or latest edition.

A copy of the Department of Public Works and Transportation Pavement Cut and Repair Standards Manual, Standard Construction Details, and Addendum to North Central Texas Standard Specification for Public Works Construction may be purchased from the Office of the Director of Public Works and Transportation, Public Works and Transportation Department, 320 E. Jefferson Boulevard, Room 102, Dallas, Texas 75203.

- 4. Measurement.** This Item will be measured as follows and as explicitly detailed in the Document:

ITEM NUM.	DWU NUM	ITEM DESCRIPTION	UNIT
6001	1800LP	12" PVC Water Pipe With Paving	LF
6002	1800JP	8" PVC Water Pipe With Paving	LF
6003	1800HP	6" PVC Water Pipe With Paving	LF
6004	2030	Adjustment and/or Relocation of Water Meter Boxes	EA
6005	5020	Cast Iron Fittings	TN
6006	5050	Water Service	EA
6007	5080	Reconnect Existing Water Service	EA
6008	5091	Install Fire Hydrant	EA
6009	5092	Remove Existing Fire Hydrant	EA
6010	5093	Deliver Fire Hydrant	EA
6011	5100L	12" Gate Valve	EA
6012	5100J	8" Gate Valve	EA
6013	5100H	6" Gate Valve	EA
6014	5610	Cut and Plug Existing Main for Test	LS
6015	6060	Wastewater Lateral	EA
6016	6130AE	48" Diameter Wastewater Manhole	EA
6017	6140	Abandon Existing Manhole	EA
6018	6141	Vacuum Test	EA
6019	6925	Trench Safety & Support	LF
6020	7030	Rock Foundation	CY
6021	7050	Sand Backfill	CY
6022	7071	Class "B" Concrete	CY
6023	7730	Disposal Of Heavily Chlorinated Water Main Flushing Water	LS
6024	20500	Investigation	EA
6025	20660	Relocate Commercial Water Service	EA

- 5. Payment.** The work performed with this Item and measured as provided under “Measurement” will be paid for at the unit price bid for the various items of work. These prices shall be full compensation for furnishing all labor, tools, equipment and incidentals necessary to satisfactorily complete the work prescribed in the Document and as detailed on the plans.

Miscellaneous ductile iron fittings required to complete the work will not be paid for directly, but will be subsidiary to this Item unless otherwise shown in the plans. Water line sterilization and testing of the completed water main system will not be paid for directly, but will be subsidiary to this Item unless otherwise shown on the plans.

SPECIAL SPECIFICATION

LAN - 002

CONCRETE PAVEMENT

1.1. Description. Construct hydraulic cement concrete pavement with or without curbs on the concrete pavement in accordance with City of Lancaster Standard details STREET- 02, STREET-03, STREET 04 and STREET 05 (Dated January 2015) and as shown on the PLANS OF PROPOSED DANIELDALE ROAD IMPROVEMENT IN CITY OF LANCASTER, TEXAS(CSJ:0918-45-853,ETC).

1.2. Materials.

- A. Hydraulic Cement Concrete.** Provide hydraulic cement concrete in accordance with Item 421, "Hydraulic Cement Concrete," except that strength over-design is not required. Provide Class P concrete designed to meet a minimum average flexural strength of 570 psi or a minimum average compressive strength of 3,500 psi at 7 days or a minimum average flexural strength of 680 psi or a minimum average compressive strength of 4,400 psi at 28 days. Test in accordance with Tex-448-A or Tex-418-A.

When shown on the plans or allowed, provide Class HES concrete for very early opening of small pavement areas or leave-outs to traffic. Design Class HES to meet the requirements of Class P and a minimum average flexural strength of 400 psi or a minimum average compressive strength of 2,600 psi in 24 hr., unless other early strength and time requirements are shown on the plans or allowed. No strength over-design is required. Type III cement is allowed for Class HES concrete.

Use Class A or P concrete for curbs that are placed separately from the pavement. Provide concrete that is workable and cohesive, possesses satisfactory finishing qualities, and conforms to the mix design and mix design slump.

- B. Reinforcing Steel.** Provide Grade 60 deformed steel for bar reinforcement in accordance with Item 440, "Reinforcing Steel." Provide approved positioning and supporting devices (baskets and chairs) capable of securing and holding the reinforcing steel in proper position before and during paving. Provide corrosion protection when shown on the plans.
- 1. Dowels.** Provide smooth, straight dowels of the size shown on the plans, free of burrs, and conforming to the requirements of Item 440, "Reinforcing Steel." Coat dowels with a thin film of grease or other approved de-bonding material. Provide dowel caps on the lubricated end of each dowel bar used in an expansion joint. Provide dowel caps filled with a soft compressible material with enough range of movement to allow complete closure of the expansion joint.
 - 2. Tie Bars.** Provide straight deformed steel tie bars. Provide either multiple-piece tie bars or single-piece tie bars as shown on the plans. Provide multiple-piece tie bars composed of 2 pieces of deformed reinforcing steel with a coupling capable of developing a minimum tensile strength of 125% of the design yield strength of the deformed steel when tensile-tested in the assembled configuration. Provide a minimum length of 33 diameters of the deformed steel in each piece. Use multiple-piece tie bars from the list of "Prequalified Multiple Piece Tie Bar Producers" maintained by the Construction Division, or submit samples for testing in accordance with Tex-711-I.
- C. Curing Materials.** Provide Type 2 membrane curing compound conforming to DMS-4650, "Hydraulic Cement Concrete Curing Materials and Evaporation Retardants." Provide SS-1 emulsified asphalt conforming to Item 300, "Asphalts, Oils, and Emulsions," for concrete pavement to be overlaid with asphalt concrete under this Contract unless otherwise shown on the plans or approved. Provide materials for other methods of curing conforming to the requirements of Item 420, "Concrete Structures."
- D. Epoxy.** Provide Type III epoxy in accordance with DMS-6100, "Epoxies and Adhesives," for installing all drilled-in reinforcing steel.
- E. Evaporation Retardant.** Provide evaporation retardant conforming to DMS-4650, "Hydraulic Cement Concrete Curing Materials and Evaporation Retardants."
- F. Joint Sealants and Fillers.** Provide Class 5 or Class 8 joint-sealant materials and fillers unless otherwise shown on the plans or approved and other sealant materials of the size, shape, and type shown on the plans in accordance with DMS-6310, "Joint Sealants and Fillers."

1.3. Equipment. Furnish and maintain all equipment in good working condition. Use measuring, mixing, and delivery equipment conforming to the requirements of Item 421, "Hydraulic Cement Concrete." Obtain approval for other equipment used.

- A. Placing, Consolidating, and Finishing Equipment.** Provide approved self-propelled paving equipment that uniformly distributes the concrete with minimal segregation and provides a smooth machine-finished consolidated concrete pavement conforming to plan line and grade. Provide an approved automatic grade control system on slip-forming equipment. Provide approved mechanically operated finishing floats capable of producing a uniformly smooth pavement surface. Provide equipment capable of providing a fine, light water fog mist.

Provide mechanically operated vibratory equipment capable of adequately consolidating the concrete. Provide immersion vibrators on the paving equipment at sufficiently close intervals to provide uniform vibration and consolidation of the concrete over the entire width and depth of the pavement and in accordance with the manufacturer's recommendations. Provide immersion vibrator units that operate at a frequency in air of at least 8,000 cycles per minute. Provide enough hand-operated immersion vibrators for timely and proper consolidation of the concrete along forms, at joints and in areas not covered by other vibratory equipment. Surface vibrators may be used to supplement equipment-mounted immersion vibrators. Provide tachometers to verify the proper operation of all vibrators.

For small or irregular areas or when approved, the paving equipment described in this Section is not required.

B. Forming Equipment.

- 1. Pavement Forms.** Provide metal side forms of sufficient cross-section, strength, and rigidity to support the paving equipment and resist the impact and vibration of the operation without visible springing or settlement. Use forms that are free from detrimental kinks, bends, or warps that could affect ride quality or alignment. Provide flexible or curved metal or wood forms for curves of 100-ft. radius or less.
- 2. Curb Forms.** Provide curb forms for separately placed curbs that are not slipformed that conform to the requirements of Item 529, "Concrete Curb, Gutter, and Combined Curb and Gutter."

- C. Reinforcing Steel Inserting Equipment.** Provide inserting equipment that accurately inserts and positions reinforcing steel in the plastic concrete parallel to the profile grade and horizontal alignment in accordance to plan details.

D. Texturing Equipment.

- 1. Carpet Drag.** Provide a carpet drag mounted on a work bridge or a moveable support system. Provide a single piece of carpet of sufficient transverse length to span the full width of the pavement being placed and adjustable so that a sufficient longitudinal length of carpet is in contact with the concrete being placed to produce the desired texture. Obtain approval to vary the length and width of the carpet to accommodate specific applications. Use an artificial grass-type carpet having a molded polyethylene pile face with a blade length of 5/8 in. to 1 in., a minimum weight of 70 oz. per square yard, and a strong, durable, rot-resistant backing material bonded to the facing.
- 2. Tining Equipment.** Provide a self-propelled transverse metal tine device equipped with 4-in. to 6-in. steel tines and with cross-section approximately 1/32 in. thick by 1/12 in. wide, spaced at 1 in., center-to-center. Hand-operated tining equipment that produces an equivalent texture may be used only on small or irregularly shaped areas or, when permitted, in emergencies due to equipment breakdown.

- E. Curing Equipment.** Provide a self-propelled machine for applying membrane curing compound using mechanically pressurized spraying equipment with atomizing nozzles. Provide equipment and controls that maintain the required uniform rate of application over the entire paving area. Provide curing equipment that is independent of all other equipment when production rates are such that the first application of membrane curing compound cannot be accomplished immediately after texturing and after free moisture has disappeared. Hand-operated pressurized spraying equipment with atomizing nozzles may only be used on small or irregular areas or, when permitted, in emergencies due to equipment breakdown.

- F. Sawing Equipment.** Provide power-driven concrete saws to saw the joints shown on the plans. Provide standby power-driven concrete saws during concrete sawing operations. Provide adequate illumination for nighttime sawing.

- G. Grinding Equipment.** When required, provide self-propelled powered grinding equipment that is specifically designed to smooth and texture concrete pavement using circular diamond blades. Provide equipment with

automatic grade control capable of grinding at least a 3-ft. width longitudinally in each pass without damaging the concrete.

- H. Testing Equipment.** Provide testing equipment regardless of job-control testing responsibilities in accordance with Item 421, "Hydraulic Cement Concrete," unless otherwise shown in the plans or specified.
- I. Coring Equipment.** When required, provide coring equipment capable of extracting cores in accordance with the requirements of Tex-424-A.
- J. Miscellaneous Equipment.** Furnish both 10-ft. and 15-ft. steel or magnesium long-handled standard straightedges. Furnish enough work bridges, long enough to span the pavement, for finishing and inspection operations. Furnish date stencils to impress pavement placement dates into the fresh concrete, with numerals approximately 2 in. high by 1 in. wide by 1/4 in. deep.

1.4. Construction. Obtain approval for adjustments to plan grade-line to maintain thickness over minor subgrade or base high spots while maintaining clearances and drainage. Maintain subgrade or base in a smooth, clean, compacted condition in conformity with the required section and established grade until the pavement concrete is placed. Keep subgrade or base damp with water sufficiently in advance of placing pavement concrete. Adequately light the active work areas for all nighttime operations. Provide and maintain tools and materials to perform testing.

- A. Paving and Quality Control Plan.** Submit a paving and quality control plan for approval before beginning pavement construction operations. Include details of all operations in the concrete paving process, including longitudinal construction joint layout, sequencing, curing, lighting, early opening, leave-outs, sawing, inspection, testing, construction methods, other details and description of all equipment. List certified personnel performing the testing. Submit revisions to the paving and quality control plan for approval.
- B. Job-Control Testing.** Unless otherwise shown on the plans, perform all fresh and hardened concrete job-control testing at the specified frequency. Provide job-control testing personnel meeting the requirements of Item 421, "Hydraulic Cement Concrete." Provide and maintain testing equipment, including strength testing equipment at a location acceptable to the Engineer. Use of a commercial laboratory is acceptable. Maintain all testing equipment calibrated in accordance with pertinent test methods. Make strength-testing equipment available to the Engineer for verification testing.

Provide the Engineer the opportunity to witness all tests. The Engineer may require a retest if not given the opportunity to witness. Furnish a copy of all test results to the Engineer daily. Check the first few concrete loads for slump, air, and temperature on start-up production days to check for concrete conformance and consistency. Sample and prepare strength test specimens (2 specimens per test) on the first day of production and for each 3,000 sq. yd. or fraction thereof of concrete pavement thereafter. Prepare at least 1 set of strength-test specimens for each production day. Perform slump, air, and temperature tests each time strength specimens are made. Monitor concrete temperature to ensure that concrete is consistently within the temperature requirements. The Engineer will direct random job-control sampling and testing. Immediately investigate and take corrective action as approved if any Contractor test result, including tests performed for verification purposes, does not meet specification requirements.

When job-control testing by the Contractor is waived by the plans, the Engineer will perform the testing; however, this does not waive the Contractor's responsibility for providing materials and work in accordance with this Item.

- 1. Job-Control Strength.** Unless otherwise shown on the plans or permitted by the Engineer, use 7-day job-control concrete strength testing in accordance with Tex-448-A or Tex-418-A.

For 7-day job-control by flexural strength, use a flexural strength of 520 psi or a lower job-control strength value proven to meet a 28-day flexural strength of 680 psi as correlated in accordance with Tex-427-A. For 7-day job-control by compressive strength, use a compressive strength of 3,200 psi or a lower job-control strength value proven to meet a 28-day compressive strength of 4,400 psi as correlated in accordance with Tex-427-A.

Job control of concrete strength may be correlated to an age other than 7 days in accordance with Tex-427-A when approved. Job-control strength of Class HES concrete is based on the required strength and time.

When a job-control concrete strength test value is more than 10% below the required job-control strength or when 3 consecutive job-control strength values fall below the required job-control strength, investigate the strength test procedures, the quality of materials, the concrete production operations, and other possible

problem areas to determine the cause. Take necessary action to correct the problem, including redesign of the concrete mix if needed. The Engineer may suspend concrete paving if the Contractor is unable to identify, document, and correct the cause of low strength test values in a timely manner. If any job-control strength is more than 15% below the required job-control strength, the Engineer will evaluate the structural adequacy of the pavements. When directed, remove and replace pavements found to be structurally inadequate at no additional cost.

2. **Split-Sample Verification Testing.** Perform split-sample verification testing with the Engineer on random samples taken and split by the Engineer at a rate of at least 1 for every 10 job-control samples. The Engineer will evaluate the results of split-sample verification testing. Immediately investigate and take corrective action as approved when results of split-sample verification testing differ more than the allowable differences shown in Table 1, or when the average of 10 job-control strength results and the Engineer's split-sample strength result differ by more than 10%.

Table 1
Verification Testing Limits

Test Method	Allowable Differences
Temperature, Tex-422-A	2°F
Slump, Tex-415-A	1 in.
Air content, Tex-414-A or Tex-416-A	1%
Flexural strength, Tex-448-A	19%
Compressive strength, Tex-418-A	10%

- C. **Reinforcing Steel and Joint Assemblies.** Accurately place and secure in position all reinforcing steel as shown on the plans. Place dowels at mid-depth of the pavement slab, parallel to the surface. Place dowels for transverse contraction joints parallel to the pavement edge. Tolerances for location and alignment of dowels will be shown on the plans. Stagger the longitudinal reinforcement splices to avoid having more than 1/3 of the splices within a 2-ft. longitudinal length of each lane of the pavement. Use multiple-piece tie bars or drill and epoxy grout tie bars at longitudinal construction joints. Verify that tie bars that are drilled and epoxied into concrete at longitudinal construction joints develop a pullout resistance equal to a minimum of 3/4 of the yield strength of the steel after 7 days. Test 15 bars using ASTM E 488, except that alternate approved equipment may be used. All 15 tested bars must meet the required pullout strength. If any of the test results do not meet the required minimum pullout strength, perform corrective measures to provide equivalent pullout resistance. Repair damage from testing. Acceptable corrective measures include but are not limited to installation of additional or longer tie bars.

1. **Manual Placement.** Secure reinforcing bars at alternate intersections with wire ties or locking support chairs. Tie all splices with wire.
2. **Mechanical Placement.** If mechanical placement of reinforcement results in steel misalignment or improper location, poor concrete consolidation, or other inadequacies, complete the work using manual methods.

- D. **Joints.** Install joints as shown on the plans. Joint sealants are not required on concrete pavement that is to be overlaid with asphaltic materials. Clean and seal joints in accordance with Item 438, "Cleaning and Sealing Joints and Cracks (Rigid Pavement and Bridge Decks)." Repair excessive spalling of the joint saw groove using an approved method before installing the sealant. Seal all joints before opening the pavement to all traffic. When placing of concrete is stopped, install a rigid transverse bulkhead, accurately notched for the reinforcing steel and shaped accurately to the cross-section of the pavement.

1. **Placing Reinforcement at Joints.** Where the plans require an assembly of parts at pavement joints, complete and place the assembly at the required location and elevation with all parts rigidly secured in the required position. Accurately notch joint materials for the reinforcing steel.

2. **Transverse Construction Joints.**

- a. **Continuously Reinforced Concrete Pavement (CRCP).** Install additional longitudinal reinforcement through the bulkhead when shown on the plans. Protect the reinforcing steel immediately beyond the construction joint from damage, vibration, and impact.
- b. **Concrete Pavement Contraction Design (CPCD).** When the placing of concrete is intentionally stopped, install and rigidly secure a complete joint assembly and bulkhead in the planned transverse contraction joint location. When the placing of concrete is unintentionally stopped, install a transverse

construction joint either at a planned transverse contraction joint location or mid-slab between planned transverse contraction joints. For mid-slab construction joints, install tie bars of the size and spacing used in the longitudinal joints.

- c. **Curb Joints.** Provide joints in the curb of the same type and location as the adjacent pavement. Use expansion joint material of the same thickness, type, and quality required for the pavement and of the section shown for the curb. Extend expansion joints through the curb. Construct curb joints at all transverse pavement joints. For non-monolithic curbs, place reinforcing steel into the plastic concrete pavement as shown on the plans unless otherwise approved. Form or saw the weakened plane joint across the full width of concrete pavement and through the monolithic curbs. Construct curb joints in accordance with Item 529, "Concrete Curb, Gutter, and Combined Curb and Gutter."

- E. **Placing and Removing Forms.** Use clean and oiled forms. Secure forms on a base or firm subgrade that is accurately graded and that provides stable support without deflection and movement by form riding equipment. Pin every form at least at the middle and near each end. Tightly join and key form sections together to prevent relative displacement.

Set side forms far enough in advance of concrete placement to permit inspection. Check conformity of the grade, alignment, and stability of forms immediately before placing concrete, and make all necessary corrections. Use a straightedge or other approved method to test the top of forms to ensure that the ride quality requirements for the completed pavement will be met. Stop paving operations if forms settle or deflect more than 1/8 in. under finishing operations. Reset forms to line and grade, and refinish the concrete surface to correct grade.

Avoid damage to the edge of the pavement when removing forms. Repair damage resulting from form removal and honeycombed areas with a mortar mix within 24 hr. after form removal unless otherwise approved. Clean joint face and repair honeycombed or damaged areas within 24 hr. after a bulkhead for a transverse construction joint has been removed unless otherwise approved. When forms are removed before 72 hr. after concrete placement, promptly apply membrane curing compound to the edge of the concrete pavement.

Forms that are not the same depth as the pavement but are within 2 in. of that depth are permitted if the subbase is trenched or the full width and length of the form base is supported with a firm material to produce the required pavement thickness. Promptly repair the form trench after use. Use flexible or curved wood or metal forms for curves of 100-ft. radius or less.

- F. **Concrete Delivery.** Clean delivery equipment as necessary to prevent accumulation of old concrete before loading fresh concrete. Use agitated delivery equipment for concrete designed to have a slump of more than 5 in. Segregated concrete is subject to rejection. Place agitated concrete within 60 min. after batching. Place non-agitated concrete within 45 min. after batching. In hot weather or under conditions causing quick setting of the concrete, times may be reduced by the Engineer. Time limitations may be extended if the Contractor can demonstrate that the concrete can be properly placed, consolidated, and finished without the use of additional water.
- G. **Concrete Placement.** Do not allow the pavement edge to deviate from the established paving line by more than 1/2 in. at any point. Place the concrete as near as possible to its final location, and minimize segregation and rehandling. Where hand spreading is necessary, distribute concrete using shovels. Do not use rakes or vibrators to distribute concrete.
 - 1. **Pavement.** Consolidate all concrete by approved mechanical vibrators operated on the front of the paving equipment. Use immersion-type vibrators that simultaneously consolidate the full width of the placement when machine finishing. Keep vibrators from dislodging reinforcement. Use hand-operated vibrators to consolidate concrete in areas not accessible to the machine-mounted vibrators. Do not operate machine-mounted vibrators while the paving equipment is stationary. Vibrator operations are subject to review.
 - 2. **Date Imprinting.** Imprint dates in the fresh concrete indicating the date of the concrete placement. Make impressions approximately 1 ft. from the outside longitudinal construction joint or edge of pavement and approximately 1 ft. from the transverse construction joint at the beginning of the placement day. Orient the impressions to be read from the outside shoulder in the direction of final traffic. Impress date in DD-MM-YY format. Imprinting of the Contractor name or logo in similar size characters to the date is allowed.
 - 3. **Curbs.** Where curbs are placed separately, conform to the requirements of Item 529, "Concrete Curb, Gutter, and Combined Curb and Gutter."

4. **Temperature Restrictions.** Place concrete that is between 40°F and 95°F when measured in accordance with Tex-422-A at the time of discharge, except that concrete may be used if it was already in transit when the temperature was found to exceed the allowable maximum. Take immediate corrective action or cease concrete production when the concrete temperature exceeds 95°F.

Do not place concrete when the ambient temperature in the shade is below 40°F and falling unless approved. Concrete may be placed when the ambient temperature in the shade is above 35°F and rising or above 40°F. When temperatures warrant protection against freezing, protect the pavement with an approved insulating material capable of protecting the concrete for the specified curing period. Submit for approval proposed measures to protect the concrete from anticipated freezing weather for the first 72 hr. after placement. Repair or replace all concrete damaged by freezing.

- H. **Spreading and Finishing.** Finish all concrete pavement with approved self-propelled equipment. Use power-driven spreaders, power-driven vibrators, power-driven strike-off, and screed, or approved alternate equipment. Use the transverse finishing equipment to compact and strike off the concrete to the required section and grade without surface voids. Use float equipment for final finishing. Use concrete with a consistency that allows completion of all finishing operations without addition of water to the surface. Use the minimal amount of water fog mist necessary to maintain a moist surface. Reduce fogging if float or straightedge operations result in excess slurry.

1. **Finished Surface.** Perform sufficient checks with long-handled 10-ft. and 15-ft. straightedges on the plastic concrete to ensure that the final surface is within the tolerances specified in Surface Test A in Item 585, "Ride Quality for Pavement Surfaces." Check with the straightedge parallel to the centerline.
2. **Maintenance of Surface Moisture.** Prevent surface drying of the pavement before application of the curing system. Accomplish this by fog applications of evaporation retardant on the pavement surface. Apply evaporation retardant at the rate recommended by the manufacturer. Reapply the evaporation retardant as needed to maintain the concrete surface in a moist condition until curing system is applied. Do not use evaporation retardant as a finishing aid. Failure to take acceptable precautions to prevent surface drying of the pavement will be cause for shut down of pavement operations.
3. **Surface Texturing.** Perform surface texturing using a combination of a carpet drag and metal tining. Complete final texturing before the concrete has attained its initial set. Draw the carpet drag longitudinally along the pavement surface with the carpet contact surface area adjusted to provide a satisfactory coarsely textured surface.

A metal-tine texture finish is required unless otherwise shown on the plans. Provide the metal-tine finish immediately after the concrete surface has set enough for consistent tining. Operate the metal-tine device to obtain grooves spaced at 1 in., approximately 3/16 in. deep, with a minimum depth of 1/8 in., and approximately 1/12 in. wide. Do not overlap a previously tined area. Use manual methods for achieving similar results on ramps and other irregular sections of pavements. Repair damage to the edge of the slab and joints immediately after texturing. Do not tine pavement that will be overlaid.

4. **Small or Irregular Placements.** Where machine placements and finishing of concrete pavement are not practical, use hand equipment and procedures that produce a consolidated and finished pavement section to the line and grade.
5. **Emergency Procedures.** Use hand-operated equipment for applying texture, evaporation retardant, and cure in the event of equipment breakdown.
- I. **Curing.** Keep the concrete pavement surface from drying by water fogging until the curing material has been applied. Maintain and promptly repair damage to curing materials on exposed surfaces of concrete pavement continuously for at least 3 curing days. A curing day is defined as a 24-hr. period when either the temperature taken in the shade away from artificial heat is above 50°F for at least 19 hr. or when the surface temperature of the concrete is maintained above 40°F for 24 hr. Curing begins when the concrete curing system has been applied. Stop concrete paving if curing compound is not being applied promptly and maintained adequately. Other methods of curing in accordance with Item 420, "Concrete Structures," may be used when specified or approved.
 1. **Membrane Curing.** After texturing and immediately after the free surface moisture has disappeared, spray the concrete surface uniformly with 2 coats of membrane curing compound at an individual application rate of not more than 180 sq. ft. per gallon. Apply the first coat within 10 min. after completing texturing operations. Apply the second coat within 30 min. after completing texturing operations.

Before and during application, maintain curing compounds in a uniformly agitated condition, free of settlement. Do not thin or dilute the curing compound.

Where the coating shows discontinuities or other defects or if rain falls on the newly coated surface before the film has dried enough to resist damage, apply additional compound at the same rate of coverage to correct the damage. Ensure that the curing compound coats the sides of the tining grooves.

2. **Asphalt Curing.** When an asphaltic concrete overlay is required, apply a uniform coating of asphalt curing at a rate of 90 to 180 sq. ft. per gallon as required. Apply curing immediately after texturing and just after the free moisture (sheen) has disappeared. Obtain approval to add water to the emulsion to improve spray distribution. Maintain the asphalt application rate when using diluted emulsions. Maintain the emulsion in a mixed condition during application.
3. **Curing Class HES Concrete.** For all Class HES concrete pavement, provide membrane curing in accordance with Section 360.4.I.1, "Membrane Curing," followed promptly by water curing until opening strength is achieved but not less than 24 hr.
- J. **Sawing Joints.** Saw joints to the depth shown on the plans as soon as sawing can be accomplished without damage to the pavement regardless of time of day or weather conditions. Some minor raveling of the saw cut is acceptable. Use a chalk line, string line, sawing template, or other approved method to provide a true joint alignment. Provide enough saws to match the paving production rate to ensure sawing completion at the earliest possible time to avoid uncontrolled cracking. Reduce paving production if necessary to ensure timely sawing of joints. Promptly restore membrane cure damaged within the first 72 hr. of curing.
- K. **Protection of Pavement and Opening to Traffic.** Testing for early opening is the responsibility of the Contractor regardless of job-control testing responsibilities unless otherwise shown in the plans or directed. Testing result interpretation for opening to traffic is subject to the approval of the Engineer.
 1. **Protection of Pavement.** Erect and maintain barricades and other standard and approved devices that will exclude all vehicles and equipment from the newly placed pavement for the periods specified. Before opening to traffic, protect the pavement from damage due to crossings using approved methods. Where a detour is not readily available or economically feasible, an occasional crossing of the roadway with overweight equipment may be permitted for relocating equipment only but not for hauling material. When an occasional crossing of overweight equipment is permitted, temporary matting or other approved methods may be required.

Maintain an adequate supply of sheeting or other material to cover and protect fresh concrete surface from weather damage. Apply as needed to protect the pavement surface from weather.
 2. **Opening Pavement to All Traffic.** Pavement that is 7 days old may be opened to all traffic. Before opening to traffic, clean pavement, place stable material against the pavement edges, seal joints, and perform all other traffic safety related work.
 3. **Opening Pavement to Construction Equipment.** Unless otherwise shown on the plans, concrete pavement may be opened early to concrete paving equipment and related delivery equipment after the concrete is at least 48 hr. old and opening strength has been demonstrated in accordance with Section 360.4.K.4, "Early Opening to All Traffic," before curing is complete. Keep delivery equipment at least 2 ft. from the edge of the concrete pavement. Keep tracks of the paving equipment at least 1 ft. from the pavement edge. Protect textured surfaces from the paving equipment. Restore damaged membrane curing as soon as possible. Repair pavement damaged by paving or delivery equipment before opening to all traffic.
 4. **Early Opening to All Traffic.** Concrete pavement may be opened after curing is complete and the concrete has attained a flexural strength of 450 psi or a compressive strength of 2,800 psi, except that pavement using Class HES concrete may be opened after 24 hr. if the specified strength is achieved.
 - a. **Strength Testing.** Test concrete specimens cured under the same conditions as the portion of the pavement involved.
 - b. **Maturity Method.** Unless otherwise shown on the plans, the maturity method, Tex-426-A, may be used to estimate concrete strength for early opening pavement to traffic. Install at least 2 maturity thermocouples for each day's placement in areas where the maturity method will be used for early opening. Thermocouples, when used, will be installed near the days final placement for areas being evaluated for early opening. Use test specimens to verify the strength-maturity relationship in

accordance with Tex-426-A, starting with the first day's placement corresponding to the early opening pavement section.

After the first day, verify the strength–maturity relationship at least every 10 days of production. Establish a new strength–maturity relationship when the strength specimens deviate more than 10% from the maturity-estimated strengths. Suspend use of the maturity method for opening pavements to traffic when the strength–maturity relationship deviates by more than 10% until a new strength–maturity relationship is established.

When the maturity method is used intermittently or for only specific areas, the frequency of verification will be as determined by the Engineer.

5. **Emergency Opening to Traffic.** Under emergency conditions, when the pavement is at least 72 hr. old, open the pavement to traffic when directed in writing. Remove all obstructing materials, place stable material against the pavement edges, and perform other work involved in providing for the safety of traffic as required for emergency opening.
- L. **Pavement Thickness.** The Engineer will check the thickness in accordance with Tex-423-A unless other methods are shown on the plans. The Engineer will perform 1 thickness test consisting of 1 reading at approximately the center of each lane every 500 ft. or fraction thereof. Core where directed in accordance with Tex-424-A to verify deficiencies of more than 0.2 in. from plan thickness and to determine the limits of deficiencies of more than 0.75 in. from plan thickness. Fill core holes using a concrete mixture and method approved by the Engineer.
 1. **Thickness Deficiencies Greater than 0.2 in.** When any depth test measured in accordance with Tex-423-A is deficient by more than 0.2 in. from the plan thickness, take one 4-in. diameter core at that location to verify the measurement.

If the core is deficient by more than 0.2 in. but not by more than 0.75 in. from the plan thickness, take 2 additional cores from the unit (as defined in Section 360.4.L.3, "Pavement Units for Payment Adjustment") at intervals of at least 150 ft. and at locations selected by the Engineer, and determine the thickness of the unit for payment purposes by averaging the length of the 3 cores. In calculations of the average thickness of this unit of pavement, measurements in excess of the specified thickness by more than 0.2 in. will be considered as the specified thickness plus 0.2 in.
 2. **Thickness Deficiencies Greater than 0.75 in.** If a core is deficient by more than 0.75 in., take additional cores at 10 ft. intervals in each direction parallel to the centerline to determine the boundary of the deficient area. The Engineer will evaluate any area of pavement found deficient in thickness by more than 0.75 in. but not more than 1 in. As directed, remove and replace the deficient areas without additional compensation or retain deficient areas without compensation. Remove and replace any area of pavement found deficient in thickness by more than 1 in. without additional compensation.
 3. **Pavement Units for Payment Adjustment.** Limits for applying a payment adjustment for deficient pavement thickness from 0.20 in. to not more than 0.75 in. are 500 ft. of pavement in each lane. Lane width will be as shown on typical sections and pavement design standards.

For greater than 0.75 in. deficient thickness, the limits for applying zero payment or requiring removal will be defined by coring or equivalent nondestructive means as determined by the Engineer. The remaining portion of the unit determined to be less than 0.75 in. deficient will be subject to the payment adjustment based on the average core thickness at each end of the 10 ft. interval investigation as determined by the Engineer.

Shoulders will be measured for thickness unless otherwise shown on the plans. Shoulders 6 ft. wide or wider will be considered as lanes. Shoulders less than 6 ft. wide will be considered part of the adjacent lane.

Limits for applying payment adjustment for deficient pavement thickness for ramps, widenings, acceleration and deceleration lanes, and other miscellaneous areas are 500 ft. in length. Areas less than 500 ft. in length will be individually evaluated for payment adjustment based on the plan area.
- M. **Ride Quality.** Unless otherwise shown on the plans, measure ride quality in accordance with Item 585, "Ride Quality for Pavement Surfaces."

- 1.5. **Measurement.** This Item will be measured as follows:

A. Concrete Pavement. Concrete pavement will be measured by the square yard of surface area in place. The surface area includes the portion of the pavement slab extending beneath the curb.

B. Curb. Curb on concrete pavement will be measured by the foot in place.

1.6. Payment. These prices are full compensation for materials, equipment, labor, tools, and incidentals.

A. Concrete Pavement. The work performed and materials furnished in accordance with this Item and measured as provided under “Measurement” will be paid for at the adjusted unit price bid for “Pav (Joint Reinf)(12”)(Lanc.) and depth specified as adjusted in accordance with Section 360.6.2., “Deficient Thickness Adjustment.”

B. Deficient Thickness Adjustment. Where the average thickness of pavement is deficient in thickness by more than 0.2 in. but not more than 0.75 in., payment will be made using the adjustment factor as specified in Table 2 applied to the bid price for the deficient area for each unit as defined under Section 360.4.L.3, “Pavement Units for Payment Adjustment.”

Table 2
Deficient Thickness Price Adjustment Factor

Deficiency in Thickness Determined by Cores (in.)	Proportional Part of Contract Price Allowed (adjustment factor)
Not deficient	1.00
Over 0.00 through 0.20	1.00
Over 0.20 through 0.30	0.80
Over 0.30 through 0.40	0.72
Over 0.40 through 0.50	0.68
Over 0.50 through 0.75	0.57

C. Curb. Work performed and furnished in accordance with this Item and measured as provided under “Measurement” will be paid for at the unit price bid for “Curb (Monolithic)(Lanc.).

SPECIAL SPECIFICATION

LAN-004

RETAINING WALLS

1. **Description.** Furnish, construct, and install retaining walls per referenced standard details in Plans of Proposed State Highway Improvement, CS, Dallas County, limits on Daniieldale Rd from IH35E to Houston School Rd in Lancaster.

2. **Materials.**

A. **General.** Furnish materials in accordance with the following:

- Item 420, "Concrete Structures"
- Item 421, "Hydraulic Cement Concrete"
- Item 440, "Reinforcing Steel"
- Item 445, "Galvanizing"
- Item 458, "Waterproofing Membranes for Structures"
- Item 556, "Pipe Underdrains."

Unless otherwise shown on the plans, use concrete for retaining walls that conforms to the requirements of Table 1.

Table 1
Concrete for Retaining Walls

Application	Concrete
Cast-in-place, non-reinforced	Class A
Cast-in-place, reinforced	Class C
Precast	Class H, $f'_c = 4,000$ psi

Furnish concrete for machine-made concrete block units in accordance with ASTM C 90, Class 1, Type II, except that the minimum 28-day compressive strength must be 4,000 psi with maximum moisture absorption of 7%.

Provide Type 1 filter fabric in accordance with DMS-6200, "Filter Fabric." Provide filter fabric rated as UV-resistant when used as part of the exposed facing for a temporary wall.

Joint fillers, pads, waterstops, and other incidental materials must be as shown on the plans or approved by the Engineer.

When the plans call for epoxy coating of steel earth reinforcements, epoxy coat all steel used in concrete panels and coping including connectors, dowels, stirrups, and reinforcing steel.

B. **Fabrication.**

1. **Cast-in-Place.** Meet Item 420, "Concrete Structures."
2. **Formed Precast.** Meet Item 424, "Precast Concrete Structures (Fabrication)."
3. **Machine-Made Precast.** Furnish machine-made concrete block units in accordance with ASTM C 90, sampled and tested in accordance with ASTM C 140. Furnish units with molded dimensions within 1/8 in. of specified dimensions, except height must be within 1/16 in.

C. **Backfill.**

1. **Non-Select.** Furnish backfill meeting Item 132, "Embankment," of the type specified in the plans. If no type is specified, provide material with a maximum plasticity index of 30 as determined by Tex-106-E.
2. **Select.** Select backfill is required in specific areas of permanent and temporary MSE and concrete block-type retaining walls. Provide select backfill that is free from organic or otherwise deleterious materials and that conforms to the gradation limits in Table 2 as determined by Tex-110-E.

Provide backfill that does not contain shale, caliche, or other soft, poor-durability coarse aggregate particles. Backfill appearing to contain such particles will be tested for soundness. Backfill with 5-cycle

magnesium sulfate soundness of more than 30% when tested in accordance with Tex-411-A will be rejected.

Type A, B, and D particles larger than 1/4 in. must be angular or crushed. Rounded rock or gravel is not allowed.

Table 2
Select Backfill Gradation Limits

Type	Sieve Size	Percent Retained
A	3 in.	0
	1/2 in.	50–100
	No. 4	See Note
	No. 40	85–100
B	3 in.	0
	No. 4	See Note
	No. 40	40–100
	No. 200	85–100
C	3 in.	0
	No. 4	See Note
	No. 200	70–100
D	3 in.	0
	3/8 in.	85–100

Note: Use No. 4 sieve for determination of rock backfill as described in Section 423.C, "Backfill."

When the backfill gradation results in 85% or more material retained on the No. 4 sieve, the backfill will be considered rock backfill. All Type D backfill is considered rock backfill.

Unless otherwise shown on the plans, furnish Type B backfill for permanent walls. Furnish Type C backfill for temporary walls. Furnish Type D backfill for areas of walls subject to inundation or below the 100-year flood elevation as noted in the plans.

When nonmetallic or epoxy-coated earth reinforcements are used, furnish backfill meeting the requirements of this Section but with a maximum particle size of 3/4 in.

- 3. Drainage Aggregate.** Use drainage aggregate to fill the void within concrete block units and in the zone 1 ft. behind the units. Provide drainage aggregate that is free from organic or otherwise deleterious materials and that conforms to the gradation limits in Table 3 as determined by Tex-110-E.

Table 3
Drainage Aggregate Gradation Limits

Sieve Size	Percent Retained
1 in.	0
3/4 in.	25–50
1/2 in.	50–100
No. 4	75–100

- 4. Cement-Stabilized Backfill.** Use cement-stabilized backfill when required or as approved. Stabilize Type C backfill with 5% hydraulic cement by dry weight of the backfill material. Use a stationary plant to thoroughly mix the backfill material, cement, and water. Place and compact the backfill within 2 hours of mixing. When cement-stabilized backfill is used, provide special drainage provisions as shown on the plans.
- 5. Electrochemical.** Provide backfill meeting the following additional requirements for permanent retaining wall systems using galvanized metallic earth reinforcements:
 - The pH is between 5.5 and 10.0 as determined by Tex-128-E.
 - Resistivity is more than 3,000 ohm-cm as determined by Tex-129-E.
 - Material with resistivity between 1,500 and 3,000 ohm-cm may be used if the chloride content is less than 100 ppm and the sulfate content is less than 200 ppm as determined by Tex-620-J.

When cement-stabilized backfill is used, perform electrochemical testing on the raw, unstabilized backfill material.

- D. Earth Reinforcements.** Furnish earth reinforcements that meet the design requirements. For permanent walls, galvanize or epoxy coat all steel elements in contact with soil. Epoxy coat in accordance with Item 440, "Reinforcing Steel," except provide a minimum 18-mil coating thickness. Epoxy coat the reinforcing only when shown in the plans or as approved. When using nonmetallic or epoxy coated earth reinforcements, use connection hardware that is likewise nonmetallic or epoxy coated.

3. Construction.

- A. General.** Construct retaining walls in accordance with details shown on the plans, on the approved working drawings, and to the pertinent requirements of the following Items:

- Item 110, "Excavation"
- Item 132, "Embankment"
- Item 400, "Excavation and Backfill for Structures"
- Item 420, "Concrete Structures"
- Item 458, "Waterproofing Membranes for Structures"
- Item 556, "Pipe Underdrains."

Construct required piling or drilled shafts in accordance with the pertinent specification.

- B. Definitions.** This Item uses the following terms:

- **Permanent Wall** – A retaining wall with a design service life of 75 years. All walls are presumed to be permanent walls unless otherwise specified in the plans.
- **Temporary Wall** – A retaining wall so designated by description, with a design service life of 3 years.
- **Mechanically Stabilized Earth (MSE) Wall** – A wall consisting of a volume of select backfill with tensile earth reinforcement elements distributed throughout. Permanent MSE walls use a precast concrete panel as a facing element. Temporary MSE walls use welded wire fabric with filter fabric backing as a facing element.
- **Concrete Block Wall** – A retaining wall that uses machine-made, precast concrete block units as facing elements. The walls may use a volume of select fill with tensile earth reinforcements distributed throughout, or may use only the facing unit and unit fill weight for support.

- C. Options.** When optional design details are shown on the plans, the Contractor is required to use the same facing design within an area of continuous retaining walls.

When proposing the use of 2 or more systems, provide drawings for review indicating the proposed design arrangement.

- D. Working Drawings.** When proprietary wall systems are used, submit casting drawings, construction drawings, and design calculations bearing the seal of a licensed professional engineer for review and approval. For permanent walls, submit 7 sets of casting and construction drawings and 2 sets of design calculations. Upon completion of construction, submit 1 set of reproducible as-built drawings to the Engineer. For temporary walls, submit 5 sets of construction drawings, and 2 sets of design calculations.

- 1. Casting Drawings.** Include all information necessary for casting wall elements, including railing and coping when prefabricated. Show shape and dimensions of panels; size, quantity, and details of the reinforcing steel; quantity, type, size, and details of connection and lifting hardware; and additional necessary details.
- 2. Construction Drawings.** Include a numbered panel layout showing horizontal and vertical alignment of the walls as well as the existing and proposed groundlines. Include all information needed to erect the walls, including the proposed leveling pad elevations; the type and details of the soil reinforcing system (if applicable); the details and manufacturer of all pads, fillers, and filter fabric; the limits and dimensions of structural backfill; details necessary to incorporate coping, railing, inlets, drainage, and electrical conduit; and additional necessary details.

Leveling pad elevations may vary from the elevations shown on the plans. Unless a different minimum cover or a specified minimum leveling pad elevation is shown, provide at least 1 ft. of cover from the top of the leveling pad to finish grade.

- 3. Design Calculations.** Include calculations covering the range of heights and loading conditions on the project. Calculations for both internal and external stability as described in the plans will be required. Include a summary of all design parameters used; material types, strength values, and assumed allowables; loads and loading combinations; and factor-of-safety parameters.

- E. Permanent MSE Walls.** Grade the foundation for the structure level for a width equal to or exceeding the length of the reinforcing system. Compact the foundation with a smooth-wheel vibratory roller or other approved roller. Remove and replace unsuitable foundation soils.

Place drilled shafts and piling located within the MSE volume prior to construction of the wall. Place any required pipe underdrain before construction of the wall.

Place the concrete leveling pad as shown on the construction drawings. Provide a wood float finish, and wait a minimum of 24 hours before beginning panel erection. No curing or strength testing of the leveling pad concrete is required.

Shim the first row of panels as necessary to achieve correct alignment. Use plastic shims or other material that will not deteriorate. If the required shim height exceeds 1 in., remove and replace the leveling pad or provide a grout level-up as directed.

Place filter fabric behind the wall along the joint between the leveling pad and the panels. At leveling pad steps, grout areas where filter fabric spans more than 6 in.

After backfilling the first row of panels, place and compact fill material over the leveling pad to an elevation even with or above the surrounding ground. Do not allow water to accumulate and stand at the base of the wall.

Place filter fabric behind all wall joints and at the intersection of retaining walls with other structures, including riprap. Cover joints at least 6 in. on each side and use adhesive to hold the filter fabric in place.

Exercise care while lifting, setting, and aligning panels to prevent damage to the panels. Discontinue any operation that results in chipping, spalling, or cracking of panels. Remove and replace damaged panels, or repair as approved by the Engineer.

Provide external bracing for the initial row of panels. Use wooden wedges, clamps or other means necessary to maintain position and stability of panels during placement and compaction of backfill. Remove wooden wedges as soon as the panel or coping above the wedged element is erected and backfilled. Remove all wedges after completing the wall.

Review plumbness and position of each row of panels before placing the subsequent row. Remove and rebuild any portion of the wall that is out of tolerance. Modify panel batter and bracing, and backfill material, placement, and compaction methods as required to maintain wall tolerances.

Construct walls to a vertical and horizontal alignment tolerance of 3/4 in. when measured along a 10-ft. straightedge. Construct walls to an overall vertical tolerance (plumbness from top to bottom) of 1/2 in. per 10 ft. of wall height. Construct walls so that the maximum out-of-plane offset at any panel joint is less than 3/4 in.; no joint is open to the extent that the filter fabric is visible from the front of the wall; and no joint is closed to the extent that there is concrete-to-concrete contact.

Place backfill to closely follow the erection of each row of panels. Place the select and embankment backfill to the same elevation where possible, and operate the compaction equipment over the interface. Do not create a continuous, distinct, vertical joint between the select and embankment backfill. Do not complete the embankment prior to construction of the retaining wall.

When building a wall against existing ground, maintain the stability of the interface area between the existing ground and the select fill. Remove and recompact any material that loosens, caves, or fails.

Compact backfill to provide not less than 95% of density determined in accordance with Tex-114-E. Field density determination will be made in accordance with Tex-115-E.

Sprinkle backfill as required to ensure adequate uniformly distributed moisture in each lift prior to and during compaction. Place fill in lifts of 8 in. or less (loose measurement). Place fill in a manner that avoids segregation of the fill. Decrease the lift thickness if necessary to obtain the required compaction. Use hand-operated or walk-behind compaction equipment in the 3-ft. wide strip adjacent to the wall panels. Do not displace panels or distort or damage the reinforcement system during compaction. Modify backfill material, placement, and compaction methods as necessary to meet density requirements while maintaining wall tolerances.

Place rock backfill or material that the Engineer determines too coarse for density testing by the “Ordinary Compaction” method of Item 132, “Embankment.”

At each earth reinforcement level, place and compact the backfill to the reinforcement level before placing the reinforcement. Place earth reinforcements perpendicular to the face of the wall. Remove slack in connections prior to placing backfill. For systems using nonmetallic earth reinforcements, pretension each layer of reinforcement to remove slack before placing backfill. Use devices capable of mechanically applying and holding the required force. Do not operate tracked equipment directly on any reinforcement.

When rock backfill is used, cover the rock backfill with filter fabric before placing the 2 ft. of backfill immediately below the pavement structure or top of wall. Overlap the fabric at least 18 in. at splices, and extend it past the edge of the rock backfill at least 18 in. Above the filter fabric, use backfill that contains sufficient fines to fill the voids in a compacted state. Place a horizontal layer of filter fabric as noted above when transitioning from rock backfill to finer grained backfill anywhere within the wall volume.

Prevent surface water or rainwater from damaging the retaining walls during construction. Shape the backfill to prevent water from ponding or flowing on the backfill or against the wall face. Remove and replace any portion of the retaining wall damaged or moved out of tolerance by erosion, sloughing, or saturation of the retaining wall or embankment backfill.

- F. Temporary MSE Walls.** Provide a facing system rigid enough to maintain a smooth and straight wall face both during and after construction.

Grade and compact the foundation for the structure as described in Section 423.3.E, “Permanent MSE Walls.”

Place earth reinforcement and facing system in accordance with the approved working drawings. Backfill the 2-ft. zone immediately behind the facing with clean coarse rock meeting the requirements of Coarse Aggregate Grade 1, 2, or 3 of Item 421, “Hydraulic Cement Concrete,” or of Type D backfill as described in Section 423.2.C.2, “Select.” Cement-stabilized backfill as described in Section 423.2.C.4, “Cement-Stabilized Backfill,” may be used in place of the coarse rock.

Place and compact backfill in accordance with the requirements of Section 423.3.E.

Construct walls to a vertical and horizontal alignment tolerance of 3 in. when measured along a 10 ft. straight edge. Construct walls to an overall vertical tolerance (plumbness from top to bottom) of 2 in. per 10 ft. of wall height. Place adjacent facing elements so that the maximum out-of-plane offset at any facing element joint is less than 1 in. Place facing elements and filter fabric with no gaps in the facing or fabric.

Prevent surface water or rainwater from damaging the retaining walls during and after construction. Place temporary berms or curbs, shape the backfill, or use other approved methods to prevent water from flowing against or over the wall face. Remove and replace any portion of the wall damaged or moved out of tolerance by erosion, sloughing, or saturation of the retaining wall or embankment backfill.

- G. Concrete Block Retaining Walls.** The concrete block units may be sampled and tested by the Engineer prior to shipment or upon delivery to the construction site. Display for approval samples of block units indicating the color, texture, and finish. Store, transport, and handle all block units carefully to prevent cracking or damage.

Grade and compact the foundation for the structure, and place the leveling pad as described in Section 423.3.E, “Permanent MSE Walls.”

Place the concrete block facing units in accordance with the approved working drawings. Fill the voids within the units and fill the 1-ft. zone immediately behind the facing with drainage aggregate as described in Section 423.2.C.3, “Drainage Aggregate.” Systems tested without unit fill may omit the fill as indicated on the approved drawings. Systems with approved filter fabric details may omit the drainage aggregate in the 1-ft. zone immediately behind the facing.

For walls using earth reinforcements, place reinforcements and backfill in accordance with the requirements of Section 423.3.E. Pay particular attention to the connection details of the earth reinforcements to the concrete block units.

Construct walls to a vertical and horizontal alignment tolerance of 1-1/2 in. when measured along a 10-ft. straightedge. Construct walls to an overall vertical tolerance (deviation from the vertical or battered control line, top to bottom) of 1 in. per 10 ft. of wall height. Place adjacent facing elements so that the maximum out-of-plane offset at any facing element joint is less than 1 in. Place facing elements with maximum 1/4-in. gaps between block units.

Prevent surface water or rainwater from damaging the retaining walls during construction. Shape the backfill to prevent water from ponding or flowing on the backfill or against the wall face. Remove and replace all portions of the retaining wall damaged or moved out of tolerance by erosion, sloughing, or saturation of the retaining wall or embankment backfill.

- 4. Measurement.** This Item will be measured by the square foot of the front surface area of the wall. Unless otherwise shown on the plans, the area will be measured from 1 ft. below finished grade of the ground line on the face of the exterior wall to the top of the wall including any coping required (not including railing).

This is a plans quantity measurement Item. The quantity to be paid is the quantity shown in the proposal unless modified by Article 9.2, "Plans Quantity Measurement." Additional measurements or calculations will made if adjustments of quantities are required.

ITEM NUM.	ITEM DESCRIPTION	UNIT
6001	Retaining Wall (TY 6) (2.0' HT)	SF

- 5. Payment.** The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Retaining Wall (TY 6) (2.0' HT)". This price is full compensation for excavation in back of retaining walls and for footings; furnishing and placing footings, leveling pads, copings, and traffic railing foundations; furnishing, placing, and compacting backfill (except in embankment areas), including cement for stabilization; furnishing and placing concrete, reinforcing steel, waterproofing material, filter material and drain pipe, joint material, water stop, and filter fabric when required; fabricating, curing, and finishing all panels; furnishing and placing earth reinforcement, anchorage systems, and fasteners; wall erection; and equipment, labor, tools, and incidentals.

Retaining wall backfill areas that are also in embankment areas will be considered part of the quantities measured and paid for under Item 132, "Embankment."

When drilled shafts are required, they will be measured and paid for as specified in Item 416, "Drilled Shaft Foundations." When piling is required, it will be measured and paid for as specified in the plans for piling of the appropriate type.

Bid Request Number 2015-3 Addendum 1
Title Danieldale Road Improvements
Description Potential Bidders must contact Dal-Tech
Bid Type ITB
Open Date 7/9/2015
Close Date 8/14/2015

Responding Suppliers

Name	City	State	Response Submitted
Tiseo Paving Co.	Mesquite	TX	8/14/2015
Pavecon Public Works L.P.	Dallas	TX	8/14/2015

Organization	Lancaster Purchasing
Bid Creator	Alton Dixon Purchasing Agent
Email	adixon@lancaster-tx.com
Phone	1 (972) 218-1329
Fax	1 (972) 218-3621

Lines Responded	Response Total
	\$5,299,394.15
	\$6,288,479.73

Header Attributes

Supplier Name

Bassco Services
Robicheaux's Haven

Line Items**Line 1**

<u>Name</u>	<u>QTY</u>	<u>UOM</u>	<u>Price</u>
Bassco Services		1 EA	\$5,143.00

Line 2

<u>Name</u>	<u>QTY</u>	<u>UOM</u>	<u>Price</u>
Bassco Services		1 EA	\$4,088.00

Line 3

<u>Name</u>	<u>QTY</u>	<u>UOM</u>	<u>Price</u>
Bassco Services		1 EA	\$4,268.00

			Total for Work at Location
<u>Extended</u>	<u>Mfgr</u>	<u>MfgNo</u>	<u>Alternate Specification</u>
\$5,143.00			

			Total for Work at Location
<u>Extended</u>	<u>Mfgr</u>	<u>MfgNo</u>	<u>Alternate Specification</u>
\$4,088.00			

			Total for Work at Location
<u>Extended</u>	<u>Mfgr</u>	<u>MfgNo</u>	<u>Alternate Specification</u>
\$4,268.00			

Note to Buyer

Note to Buyer

Note to Buyer

LANCASTER CITY COUNCIL

Agenda Communication

December 14, 2015

Consider a resolution approving the funding agreement of the Texas Department of Transportation 14TBLANCR project (Terminal Building) in an amount not to exceed \$866,470 for 2015 through 2016 at the Lancaster Regional Airport.

This request supports the City Council 2015-2016 Policy Agenda.

Goal: Sound Infrastructure

Background

The next phase in the airport master plan at Lancaster Regional Airport entails the construction of a new terminal building adjacent to the new south apron and self-serve fueling facility that are presently completing construction. The design phase of the terminal building has completed and is ready for the construction phase. The new terminal building will be the focal point of the new south apron as well as the entire airport. This new building will allow the City's owned and operated Fixed Based Operator (FBO) to be more competitive in attracting clientele in the form of business jets and increased volume of transient traffic and fuel sales. The facility will be more competitive with its amenities offered through this building. The facility will house the airport administration, the FBO, the Café, a conference room, main lobby, pilot lounge, and pilot briefing area. The City's share for construction of the new terminal building covers everything except the finish out of the Café furniture.

Considerations

- **Operational** - Construction of the terminal facility will improve the competitiveness of the Lancaster Regional Airport in the general aviation and business jet market.
- **Legal** - The authorizing resolution was reviewed and approved as to form by the City Attorney.
- **Financial** - The City of Lancaster's sponsor share due to TxDOT is \$791,470 for construction. The City of Lancaster's finish out and furnishing cost is \$75,000. The funding source is from the 2010 Certificate of Obligation funds.
- **Public Information** - This item is being considered at a meeting of the City Council noticed in accordance with the Texas Open Meeting Act.

Options/Alternatives

1. Council may approve the resolution as presented.
2. Council may reject the resolution.

Recommendation

Staff recommends approval of the resolution as presented.

Attachments

- Resolution
 - TxDOT invoice
 - Finish out and furnishing cost estimate
-

Submitted by:

Mark Divita, Airport Manager

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LANCASTER, TEXAS, APPROVING FUNDING OF THE TEXAS DEPARTMENT OF TRANSPORTATION 14TBLANCR PROJECT (TERMINAL BUILDING) IN AN AMOUNT NOT TO EXCEED \$866,470 FOR 2015 THROUGH 2016 AT LANCASTER REGIONAL AIRPORT; AUTHORIZING THE CITY MANAGER TO EXECUTE SAID FUNDING AGREEMENT; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Lancaster intends to make certain improvements to the Lancaster Regional Airport; and

WHEREAS, the general description of the project is described as: construction of a new terminal building with parking and finish out of cafe and furnishing building; and

WHEREAS, the City of Lancaster has financial assistance from the Texas Department of Transportation for these improvements; and

WHEREAS, total project cost of the terminal building and parking construction are estimated to be \$1,436,470, and the City of Lancaster sponsor share will be \$791,470; and

WHEREAS, the City of Lancaster names the Texas Department of Transportation as its agent for the purposes of applying for, receiving and disbursing all funds for the construction of the terminal building improvements and for the administration of contracts necessary for the implementation of these improvements; and

WHEREAS, total project cost of the finish out and furnishing of the terminal building are to be \$75,000, and the City of Lancaster will be responsible for 100% of the finish out and furnishing;

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

SECTION 1. That the City Manager may execute on behalf of the City of Lancaster, at the appropriate time, and with the appropriate authorizations of this governing body, all contracts and agreements with the State of Texas, represented by the Texas Department of Transportation, and such other parties as shall be necessary and appropriate for the implementation of the improvements to the Lancaster Regional Airport.

SECTION 2. 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 14th day of December, 2015.

ATTEST:

APPROVED:

Sorangel O. Arenas, City Secretary

Marcus E. Knight, Mayor

APPROVED AS TO FORM:

Robert E. Hager, City Attorney



Texas Department of Transportation

INVOICE

AVIATION DIVISION

125 E. 11TH STREET • AUSTIN, TEXAS 78701-2483 • 512/416-4500 • FAX 512/416-4510

October 6, 2015

Ms. Opal Robertson
City Manager, City of Lancaster
211 N. Henry St.
Lancaster, Texas 75146

RE: TXDOT Project No.: AP TB-LANCASTER
TXDOT CSJ No.: 14TBLANCR
Fund Source: 23850

Dear Ms. Robertson,

The current estimate for the above reference project is \$1,436,470 including design. TxDOT's share is \$600,000, which leaves a balance of \$836,470; we currently have \$45,000 on hand and are requesting the remaining amount of \$791,470. Please remit the remaining Sponsors Share to an address shown below not later than October 21, 2015.

Texas Department of Transportation
ATTN: Seth Reed
P.O. Box 149001
Austin, Texas 78714

OR

Texas Department of Transportation
ATTN: Seth Reed
Revenue Accounting
200 East Riverside Drive
Austin, Texas 78704
(overnight address)

Or for **WIRING ONLY** use the following information:

Financial Institution: Austin Texas Comptroller Austin
Routing Number: 114900164
Account Number: Comptroller of Public Accounts Treasury Operations
Account Number to Credit: 463600001
Reference: TXDOT Aviation CSJ: 14TBLANCR
Attention: 601-Texas Dept. of Transportation – Aviation division
Diana Ruiz

If you would like to use **ACH- Automated Clearing House** – please contact Becky for those instructions. It has a different routing account.

If you have any questions, need additional information, please contact me at 512/416-4508.

Sincerely,

Becky Vick
Grant Manager
cc: Seth Reed, Finance

THE TEXAS PLAN

REDUCE CONGESTION • ENHANCE SAFETY • EXPAND ECONOMIC OPPORTUNITY • IMPROVE AIR QUALITY
PRESERVE THE VALUE OF TRANSPORTATION ASSETS

An Equal Opportunity Employer

New Terminal Building Furniture, Equipment & Finish out						
Room	Item	Part Number	Vendor	Qty	Unit Cost	Total
Lobby	Couch, Faux Leather, Mocha/Cherry	75166	NBF	1	\$695	\$695
	Lounge Chair, Faux Leather, Mocha/Cherry	75164	NBF	8	\$429	\$3,432
	Coffee Table, Cherry	75011	NBF	1	\$259	\$259
	End Table, Cherry	53273	NBF	4	\$179	\$716
	Display Case, Cherry	31677	NBF	1	\$795	\$795
	TV, Toshiba 50" LED, 50L2400U	626416	Office Depot	1	\$545	\$545
Pilot Briefing	Re-use current chair	NA	NA	1	\$0	\$0
Pilot Lounge	Recliner, Faux Leather, Brown	7135168	Wal-Mart	4	\$249	\$996
	End Table, Cherry	53273	NBF	2	\$179	\$358
	TV, Re-use current one	NA	NA	1	\$0	\$0
	TV stand, 33" tall, Cherry	13433	NBF	1	\$269	\$269
Conference Room	Conference Table, 12'x4', 12 place, Data ports, Maple	40950	NBF	1	\$1,795	\$1,795
	Conference Table Chair, Faux Leather, Armless, Swivel, Black	OIFL-521	K-Log	12	\$129	\$1,548
	Conference Room Chair, Faux Leather, Armless, Sled, Black	BECA-B9539	K-Log	10	\$69	\$690
Service Counter	Chair, Xavier Mid-back , Mesh, Black	FBM-01	K-Log	1	\$179	\$179
Break Room	Chair, Terrace Café, Natural & Black wood	PCTC-AC	K-Log	4	\$99	\$396
	Table, 48" Square, Maple	KAT-4848S	K-Log	1	\$206	\$206
	Locker, Single Tier 3, Light grey	31241	NBF	2	\$579	\$1,158
	Trash Can, Dome, Black	DTR-36	K-Log	1	\$164	\$164
Supervisor Office	U-Shape Desk, Modular Left Hand, Slate gray & Fusion Maple	KMA-5-L	K-Log	1	\$3,324	\$3,324
	Chair, Desk, Eco Leather, Air grid back, headrest	AGB-07	K-Log	1	\$344	\$344
	Conference Room Chair, Faux Leather, Armless, Sled, Black	BECA-B9539	K-Log	2	\$69	\$138
	Bookcase, Del Mar Right hand facing, Sedona Cherry	LM-3	K-Log	1	\$154	\$154
Manager Office	U-Shape Desk (left return), Sedona Cherry	15419	NBF	1	\$3,349	\$3,349
	Chair, Desk, High back, Armless, Ergo, Black	44255	NBF	1	\$439	\$439
	Conference Table, 42" Round, Sedona Cherry	40709	NBF	1	\$1,095	\$1,095
	Conference Table Chair, Strata Armless, Black wood & legs, Taupe Vinyl seat	44255	NBF	6	\$169	\$1,014
	Bookcase, 3-Shelf, Steel, Charcoal	32685	NBF	1	\$1,049	\$1,049
File Room	2-Tier Binder Carousel	EIBC-2	K-Log	1	\$699	\$699
	File Cabinet, Re-used current ones	NA	NA	2	\$0	\$0
Outside	Trash can & ashtray combo, Beige	WG652999BG	Global Industrial	1	\$128	\$128
Shop	Cabinet, metal, 36x18x72", Putty	WG198761PY	Global Industrial	3	\$260	\$780
	Cabinet, metal, Tan, Re-use old ones	NA	NA	3	\$0	\$0
	Cabinet, Bin, metal, 36x24x72", Grey	WGB351297	Global Industrial	1	\$744	\$744
Café	Griddle, Lang, 48x23"	148S	Atlanta Fixture	1	\$6,005	\$6,005
	Ice Maker, 505 on 501 storage bin	ICE0400HA-B55PS	The RD Store	1	\$3,584	\$3,584
	Fryer, Pitco SE14X-D, 50 Lb tank	747827	Wasserstrom	1	\$3,870	\$3,870
	Refrigerator, 49 cuft	T49	The RD Store	1	\$3,217	\$3,217
	Freezer, 49 cuft	T49F	The RD Store	1	\$4,237	\$4,237
	Filter System, Portable, Frying oil	P-18	FSW	1	\$2,858	\$2,858
	Finish out labor	NA	n	1	\$19,612	\$19,612
Discounts						(\$1,313)
Shipping						\$5,472
Total						\$75,000

LANCASTER CITY COUNCIL

Agenda Communication

December 14, 2015

Consider a resolution authorizing the City Manager to authorize on behalf of the City of Lancaster assignments and assumptions of ground leases at the Lancaster Regional Airport from December 14, 2015 to June 30, 2016.

This request supports the City Council 2015-2016 Policy Agenda.

Goal: Sound Infrastructure

Background

The City owns all of the land on the airport. Some of the land is platted for ground leases in order to allow private development of hangars. All the plats are fully developed on the airport at this time. From time to time the ground lessee, hangar owner, sells the building to another private party. Pursuant to the ground lease any sale of a building on one of our ground leases requires an assignment and assumption document with the City's authorization of the sale to the new private party. By authorizing the City Manager to sign on the City's behalf this will aide in making the transaction process for the buyer and seller smoother and allow Lancaster Regional Airport to be more competitive in attracting new clientele by showing that we are business friendly.

Considerations

- **Operational** – The ground leases are used for private development of aircraft hangars for aircraft owners to store their aircraft.
- **Legal** – The authorizing resolution was reviewed and approved as to form by the City Attorney.
- **Financial** – There are no financial aspects for this issue.
- **Public Information** – This item is being considered at a meeting of the City Council noticed in accordance with the Texas Open Meeting Act.

Options/Alternatives

1. Council may approve the resolution as presented.
2. Council may reject the resolution.

Recommendation

Staff recommends approval of the resolution.

Attachments

- Resolution
 - Assignment and Assumption of Ground Leases form
-

Submitted by:
Mark Divita, Airport Manager

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LANCASTER, TEXAS, AUTHORIZING THE CITY MANAGER TO AUTHORIZE ON BEHALF OF THE CITY OF LANCASTER ASSIGNMENTS AND ASSUMPTIONS OF GROUND LEASES AT THE LANCASTER REGIONAL AIRPORT FROM DECEMBER 14, 2015 TO JUNE 30, 2016.

WHEREAS, Lancaster Regional Airport has ground leases for private development;
and

WHEREAS, the City Council of Lancaster, Texas, desires to pre-authorize the City Manager to sign assignments and assumptions of ground leases sold between private parties on a form prepared and approved by the City Attorney; and

WHEREAS, the delegation to the City Manager will assist in expediting an efficient airport operation;

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

SECTION 1. That the City Manager is hereby authorized to utilize and execute the ground lease assignment and assumption form on behalf of the City of Lancaster, Texas for Lessees at the Lancaster Regional Airport, for the period of time from December 14, 2015 to June 30, 2016.

SECTION 2. This Resolution shall become effective immediately from and after its passage, as the law and charter in such cases provide and shall expire on June 30, 2016, unless extended by the City Council.

DULY PASSED and approved by the City Council of the City of Lancaster, Texas, on this the 14th day of December, 2015.

ATTEST:

APPROVED:

Sorangel O. Arenas, City Secretary

Marcus E. Knight, Mayor

APPROVED AS TO FORM:

Robert E. Hager, City Attorney

ASSIGNMENT AND ASSUMPTION OF LEASE

This agreement is made on _____ between _____, hereafter referred to as "ASSIGNOR", and _____, hereafter referred to as "ASSIGNEE", AND THE City of Lancaster, hereafter referred to as "CITY".

RECITALS

WHEREAS, a Lease Agreement (the "Master Lease"), was executed on _____ between the City of Lancaster, Texas, a Texas Municipal Corporation (the "City"), as the Lessor, and _____ (the Lessee), in said Lease Agreement, which commenced on _____ {the "Master Lease"} for the Lease of premises known as the Lancaster Regional Airport, which Lease Agreement is recorded in the real property records of Dallas County, Texas. The "Master Lease"

Whereas, an assignment of lease was executed on _____ between _____, as the assignor, and _____, as the assignee for a term of thirty years and two successive options to extend this lease for five years each, beginning at the expiration date of the initial term and at the expiration date of the first option period, in which _____, assigned to _____ all of its rights, titles and interest arising under the Master Lease, in and to Lot # _____ also identified as _____ of the Leased Premises containing approximately _____ square feet of land (the "Hanger") and _____. Then on or about _____ (herein "Assignor"), transferred and assigned his rights pursuant to the "Master Lease", to _____, (herein "Assignee"), and,

WHEREAS, the "Assignor" now desires to assign to the "Assignee" all of his rights and Interest arising under the "Master Lease", in and to the Lot # _____ also identified as _____, and the "Assignee" desires to accept the assignment.

NOW THEREFORE, in consideration of the sum of _____ Dollars (\$____.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and the agreement of the "Assignee" set forth below, the "Assignor" hereby assigns and transfers to the "Assignee" and the "Assignee's" heirs, executors, administrators, and assigns, all of "Assignor's" right, title and interest in and to Lot # _____, and all the "Assignor's" rights, title, and interest arising under the "Master Lease" insofar as it relates to Lot # _____.

The "Assignee" accepts the assignment and, in additions, expressly assumes and agrees to perform and fulfill all of the terms, covenants and conditions, and obligations required to be kept, performed, and fulfilled by the "Assignor" under the "Master Lease" insofar as such obligations relate to the Hanger,

CONTINUED – PAGE #2

including the making of all payment of ground rents due and payable to the "City" under the "Master Lease" with respect to the Lot, when due and payable.

The "City" hereby consents to this partial assignment of the "Master Lease" and the "Assignor" and the "City" agree that the "Assignee" may pay rent directly to the City for its pro rata portion of the promises covered by the Master Lease based on the number of square feet in the Secured Premises under by the "Master Lease". "Assignee" further agrees with "Assignor" and the "City" to comply with all of the other terms and conditions of the "Master Lease" insofar as they apply to the Hanger.

"Assignee" will comply with the terms of the "Master Lease". **"ASSIGNEE" HEREBY AGREES TO IDEMNIFY AND HOLD HARMLESS FROM ANY AND ALL EXPENSES, LIABILITIES, AND CLAIMS OF EVERY KIND, INCLUDING REASONABLE ATTORNEY'S FEES INCURRED BY "ASSIGNOR" AS A RESULT OF ANY BREACH BY "ASSIGNEE" OF ITS OBLIGATIONS HEREUNDER THE "MASTER LEASE", EITHER TO "ASSIGNOR", AIRPORT PROPERTIES, INC., OR TO THE "CITY".**

By signing below, "City" hereby releases "Assignor" from any further liability in connection with the "Lot" and the "Master Lease".

This agreement shall be binding on and inure to the benefit of the parties to this Agreement, their heirs, executors, administrators, successors in interest, and assigns,

ASSIGNOR:

ASSIGNEE:

LESSOR:

City of Lancaster

BY: _____

Name: _____

Title: _____

Date: _____

LANCASTER CITY COUNCIL

Agenda Communication

December 14, 2015

Discuss and consider a resolution granting a request for Special Exceptions pursuant to Sections 14.505 (a) 2 and 3, height and articulations; to provide a Special Exception for increased height on the proposed Huntington Industrial site located between Longhorn Drive and North Houston School Road and more commonly known as 3201 N. Houston School Rd.

This request supports the City Council 2015-2016 Policy Agenda.

Goal: Quality Development

Background

Proposed new development consists of approximately 61.17 acres and is planned to contain three buildings ranging in size from 217,350 square feet to 468,300 square feet (see attached Site Plan). In addition, this development will incorporate 13.54 acres of existing development (tire center).

Section 14.500 – District Development Regulations and Standards of the Lancaster Development Code (LDC) states in Section 14.504 (a) 3 A (Maximum Building Height) that the height limit for all structures shall be as established in the Districts governing the property on which the structures are located. The District Development Standards table indicates that the maximum height of a building within the Light Industrial (LI) zoning district is thirty five feet (35').

Article 14.504 (5)(C). Loading docks shall not be oriented towards streets, public open space or residential zoning districts. Where loading areas are located parallel to residential zoning districts, they must be screened by an architecturally integrated minimum 14-foot tall wall the entire length of the loading space.

Article 14.505 (a) (3) (2) states under Vertical Articulation that no horizontal wall shall extend for a distance greater than 4 times the height of the wall without changing height by a minimum of 25% of the wall's height. The applicant is stating that the vertical articulation requirement will cause a change in the height by a minimum of 25% of the wall height thereby resulting in unnecessarily tall parapets that in their opinion would add little visual interest to the building as well as reduce the available clear height available inside the building. The attached elevations are proposing that the building height will be articulated across the façade in a way that is proportionate to the building and would still meet the spirit and intent of the ordinance. This requirement is only applicable to those walls that are visible from the street.

Due to the unique function of working on and maneuvering around large equipment, the changing requirements of the logistics industry and associated market requirements, the applicant is requesting that the total building height will need to be increased to fifty feet, (50') and not generally requiring articulations across the loading dock walls, to allow for an internal working clear height

thirty two (32'), exterior height of forty two (42') and forty seven feet, six inches (47'6") height including articulation elements.

Additionally, the applicant states that the configuration of the subject property necessitates truck docks facing Longhorn Drive and that articulation to the degree required by ordinance negatively impacts the functionality of the proposed buildings. The applicant proposes to mitigate this effect by meeting the above screening requirements.

Article 14.504 (a) (6) Unless approved by Exception, the following items shall be screened as follows:

- A. Off-street loading docks must be screened from all public streets and any residential district that abuts or is directly across a public street or alley from the lot. The screening required under this Section must be at least six feet in height and may be provided by using a masonry fence (excluding tilt wall or concrete block unless otherwise approved by Exception), berms, plantings or a combination of the above.
- B. Screening may be achieved by any method listed above, but must be at least 8 feet in height.

Article 14.804(c) (1)C sets maximum shrub spacing at no more than thirty-six (36) inches on center. As indicated above, the applicant proposes 24 inches on center. Article 14.909 (b) Street Tree Spacing states the spacing of street trees will be in accordance with recommendations of the Landscape Administrator. Closer spacing or group plantings may be approved by the Landscape Administrator in unique situations.

To mitigate the visibility of the truck dock from the street along Longhorn Drive, the applicant proposes the following landscaping at planting:

- 164 Dwarf Burford Holly shrubs (5 gallon; 24 inches on center spread)
- 18 Live Oaks (13 feet, 4-5 feet width)
- 62 Eastern Red Cedars (12-15 feet; full to base; 8 feet on center spread)

Article 14.209 (d) of Chapter 14.200 – Authority and Administrative Procedures of the LDC states that the City Council, pursuant to the powers conferred upon it by State law, the ordinances of the City, and this Article may grant Exceptions herein provided to the provisions of this ordinance upon finding that:

- (1) Such Exception will not substantially or permanently injure the appropriate use of adjacent property in the same district; and
- (2) Such Exception will not adversely affect the health, safety or general welfare of the public; and
- (3) Such Exception will not be contrary to the public interest; and
- (4) Such Exception will not authorize the operation of a use other than those uses specifically authorized for the district in which the property for which the Exception sought is located, except as provided elsewhere in this ordinance; and
- (5) Such Exception will be in harmony with the spirit and purpose of this ordinance; and
- (6) Such Exception will not alter the essential character of the district in which is located the property for which the Exception is sought; and
- (7) Such Exception will not substantially weaken the general purposes of the zoning regulations established for the district in which the property is located; and

(8) Such Exception is within the spirit and intent of the City's Comprehensive plan and other policies.

Due to the changing market of the logistics industry, the applicant is requesting that the total building height will need to be increased to fifty feet (50'). It should also be of note that the maximum height within the nearby Commercial Highway (CH) zoning district is one hundred and forty feet (140').

Considerations

The purpose of the request is to seek an exception to the maximum building height in the Light Industrial (LI) zoning district, articulation standards and to allow truck docks to face Longhorn Drive.

- **Operational** – The City Council must determine if the height exception meet the intent of the ordinance while bringing the property from non-conforming status to a conforming site. To provide a facility conducive to maintenance of city vehicles and equipment the exception is necessary.
- **Legal** – The resolution has been reviewed and approved as to form by the City Attorney.
- **Financial** – There are no financial obligations for the City with approval of this exception request.
- **Public Information** – This resolution is being considered at a regular meeting of the City Council, in accordance with the Texas Open Meetings Act.

Options/Alternatives

1. Approve the resolution as presented.
2. Deny the request.

Recommendation

Staff recommendation is for approval of both exceptions height, articulation and to allow dock doors facing Longhorn Drive with the appropriate landscaping as identified in this communication, elevations and landscape plans.

Attachments

- Resolution
- Proposed Site Plan
- Elevation Plan
- Landscape Plans

Submitted By:
Mike Grace, AICP
Director, Development Services

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LANCASTER, TEXAS, GRANTING A REQUEST FOR SPECIAL EXCEPTIONS PURSUANT TO SECTION 14.209 (d), OF THE LANCASTER DEVELOPMENT CODE; TO PROVIDE A SPECIAL EXCEPTION TO A REDUCTION IN THE ARTICULATION REQUIREMENTS, INCREASED HEIGHT ON THE PROPOSED BUILDING AND FOR A TRUCK COURT FACING N. LONGHORN DRIVE TO BE LOCATED BETWEEN LONGHORN DRIVE AND NORTH HOUSTON SCHOOL ROAD AND MORE COMMONLY KNOWN AS 3201 N. HOUSTON SCHOOL ROAD; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Lancaster Development Code provides a thirty five foot (35') maximum height for buildings, and a minimum change in vertical height of 25% for vertical articulation located within the Light Industrial (LI) zoning district; and

WHEREAS, the applicant has made a request for special exceptions to be granted to said height requirement, and vertical articulation to allow for the increased height of forty seven feet and six inches(47'6"), and a reduction in the vertical articulation in accordance with the attached elevations, and a truck dock facing N. Longhorn Drive; and

WHEREAS, after review and consideration, the City Council finds that the request for special exceptions as provided herein are warranted pursuant to §14.209 (d) of said code and meets the requirements of the Ordinance.

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

SECTION 1. That the request for the special exceptions to the requirements of the Lancaster Development Code to allow forty seven feet, six inches (47' 6 and vertical articulation in accordance with attached elevations to be located between Longhorn Drive and North Houston School Road and more commonly known as 3201 N. Houston School Road, be, and the same is, hereby granted.

SECTION 2. This Resolution shall become effective immediately from and after its passage, as the law and charter in such cases provides.

DULY PASSED and approved by the City Council of the City of Lancaster, Texas, on this the 14th day of December, 2015.

ATTEST:

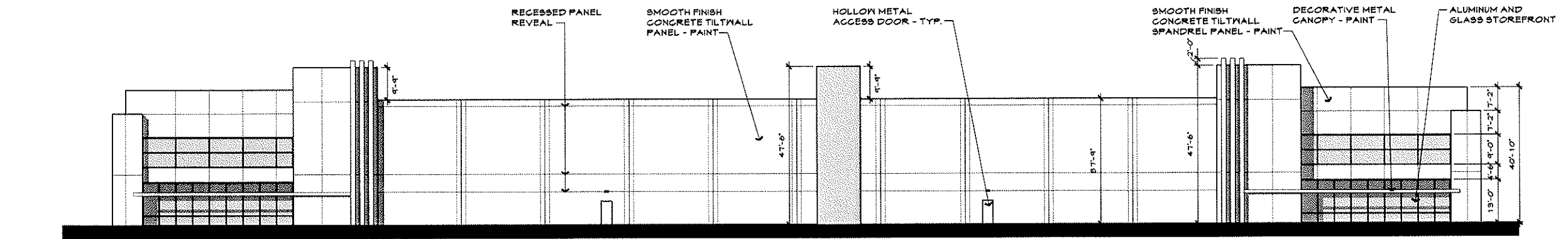
APPROVED:

Sorangel O. Arenas, City Secretary

Marcus E. Knight, Mayor

APPROVED AS TO FORM:

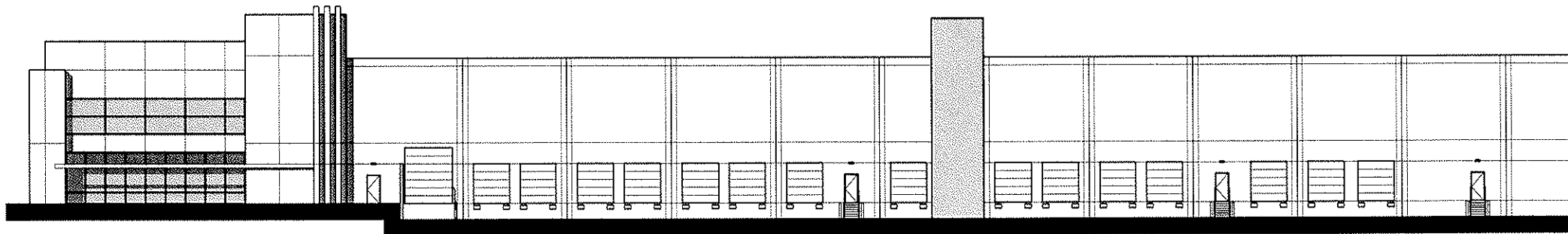
Robert E. Hager, City Attorney



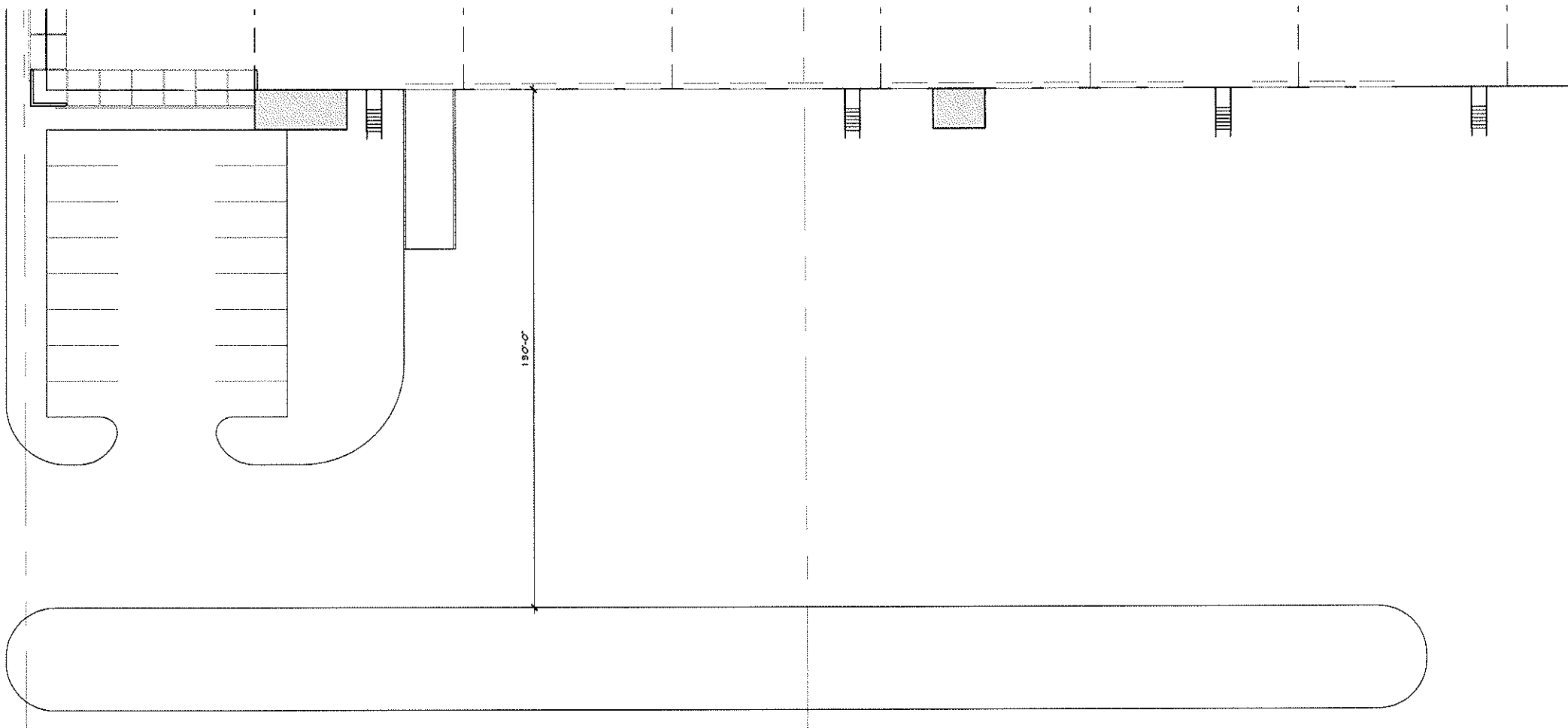
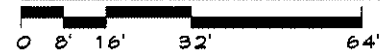
DALLAS COUNTY



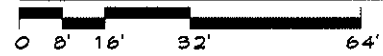
SHEET:



EAST ELEVATION-BUILDING B



FLOOR PLAN-BUILDING B



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LANCASTER, TEXAS

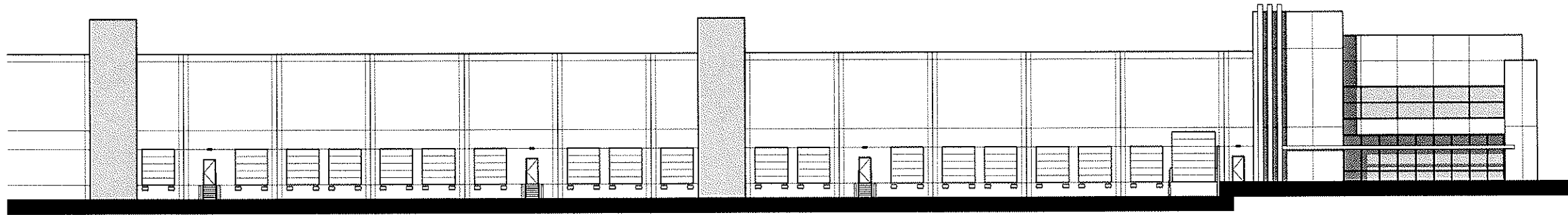
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UNTINGTON
COURT REPORTERS
2000 Berkshire Lane, Suite
1000
Dallas, Texas 75225
972.891.8076

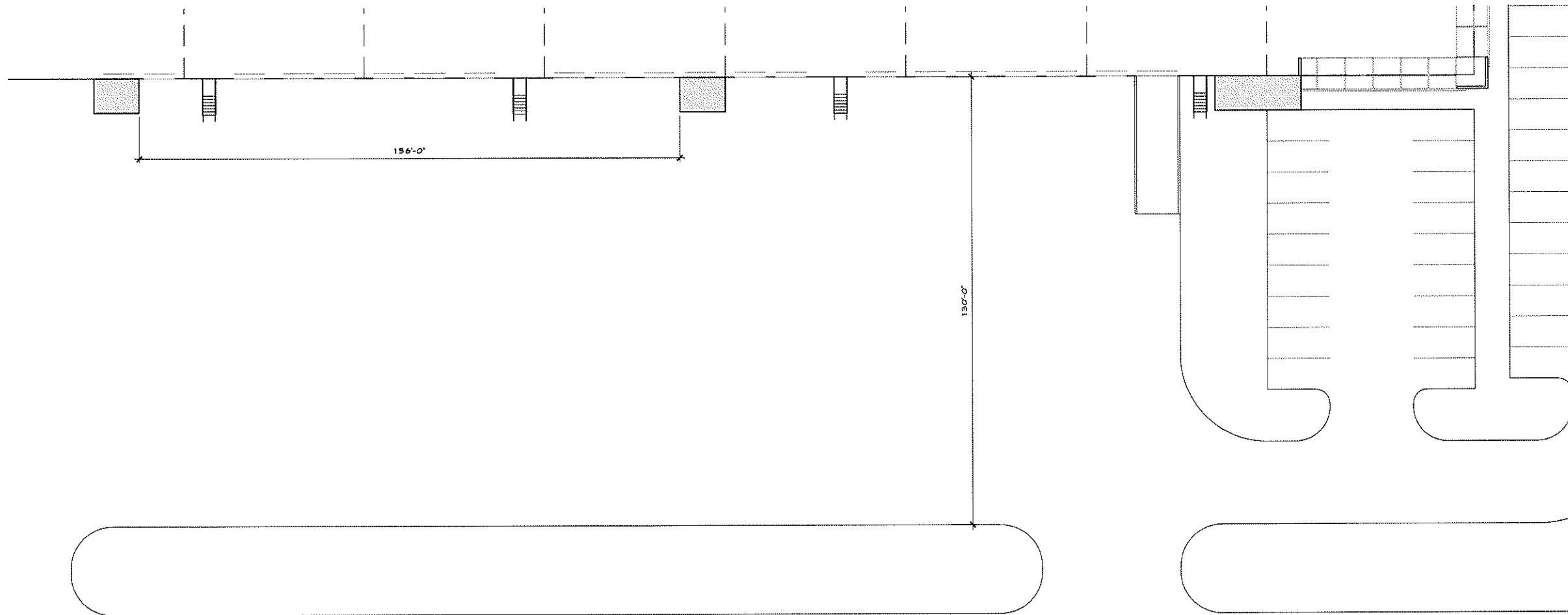
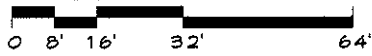
MEINHARDT & ASSOCIATES
ARCHITECTS, P.L.L.C.
14543 DALLAS PARKWAY
SUITE 606
DALLAS, TEXAS 75244
972.990.8000

Job #15-833

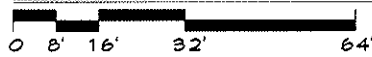
SHEET:



EAST ELEVATION-BUILDING B



FLOOR PLAN-BUILDING B



DALLAS COUNTY

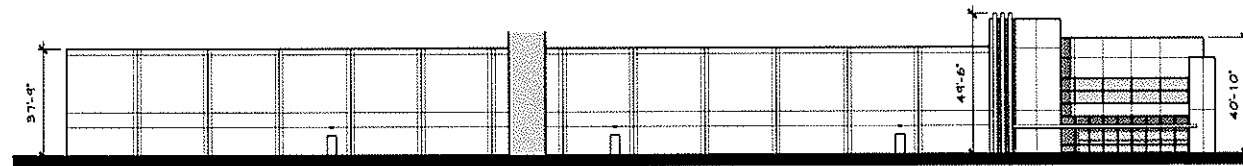
LANCASTER SITE
LANCASTER, TEXAS

HUNTINGTON
FINANCIAL SERVICES
8080 Berkshire Lane, Suite
1200
Dallas, Texas 75225
972.961.5075

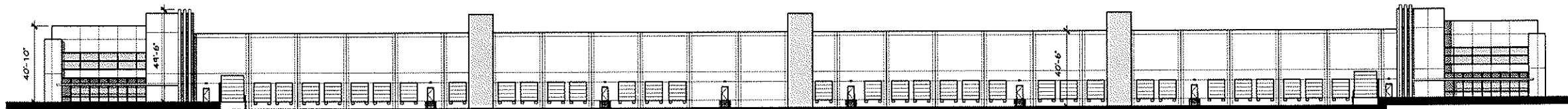
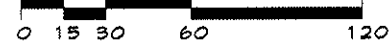
MEINHARDT & ASSOCIATES
ARCHITECTS, P.L.L.C.
1643 DALLAS PARKWAY
SUITE 600
DALLAS TEXAS 75244
972.960.8000

Job #15-833

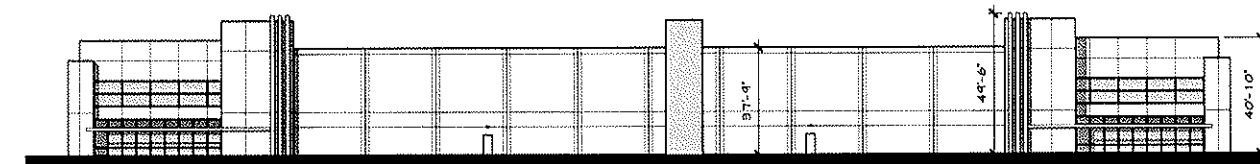
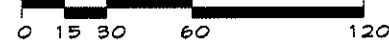
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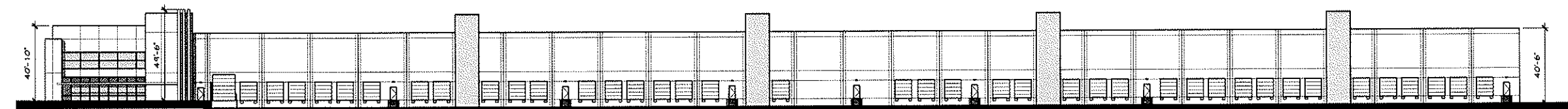
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02 EAST ELEVATION-BUILDING B



03 NORTH ELEVATION-BUILDING B



04 WEST ELEVATION-BUILDING B



DALLAS COUNTY

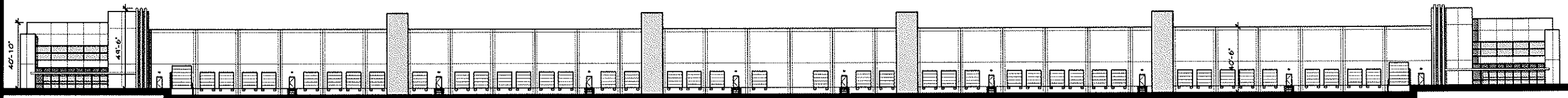
LANCASTER SITE
LANCASTER, TEXAS

HUNTINGTON
8880 Berkshire Lane, Suite
1250
Dallas, Texas 75228
972.9815018

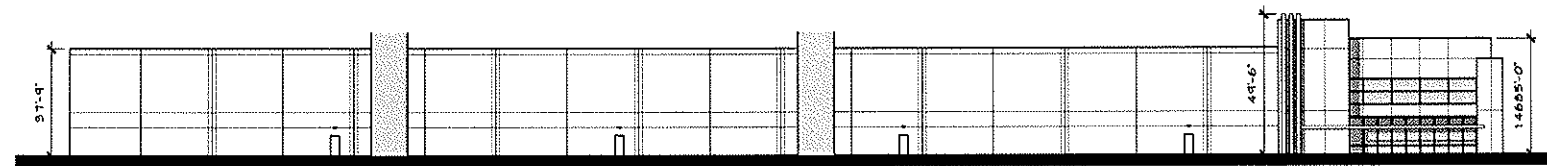
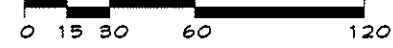
MEINHARDT & ASSOCIATES
ARCHITECTS, P.L.L.C.
16043 DALLAS PARKWAY
SUITE 606
DALLAS TEXAS 75244
972.960.8500

Job #15-833

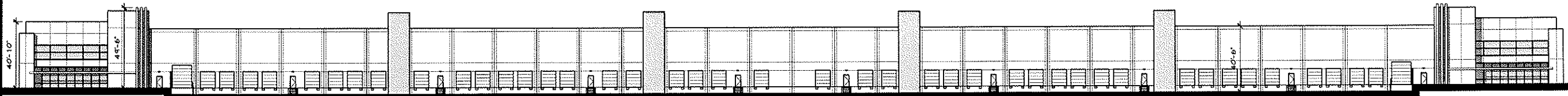
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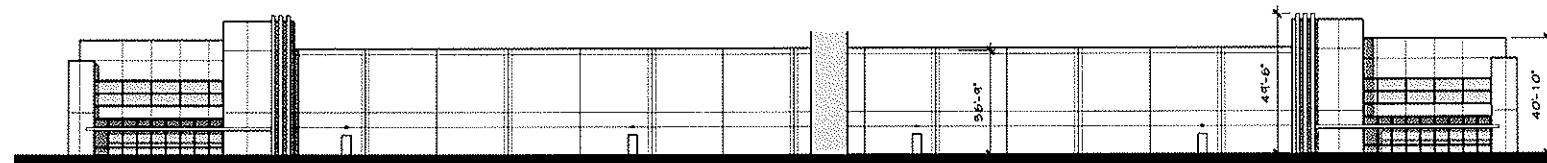
01 SOUTH ELEVATION-BUILDING C



02 EAST ELEVATION-BUILDING C



03 NORTH ELEVATION-BUILDING C



04 WEST ELEVATION-BUILDING C



DALLAS COUNTY

LANCASTER SITE
LANCASTER, TEXAS

HUNTINGTON
INSURANCE FINANCIAL
8000 Berkshire Lane, Suite
1200
Dallas, Texas 75225
972.091.0078

MEINHARDT & ASSOCIATES
ARCHITECTS, P.L.L.C.
14643 DALLAS PARKWAY
SUITE 606
DALLAS, TEXAS 75244
972.560.8900

Job #15-833

SHEET:

SITE PLAN

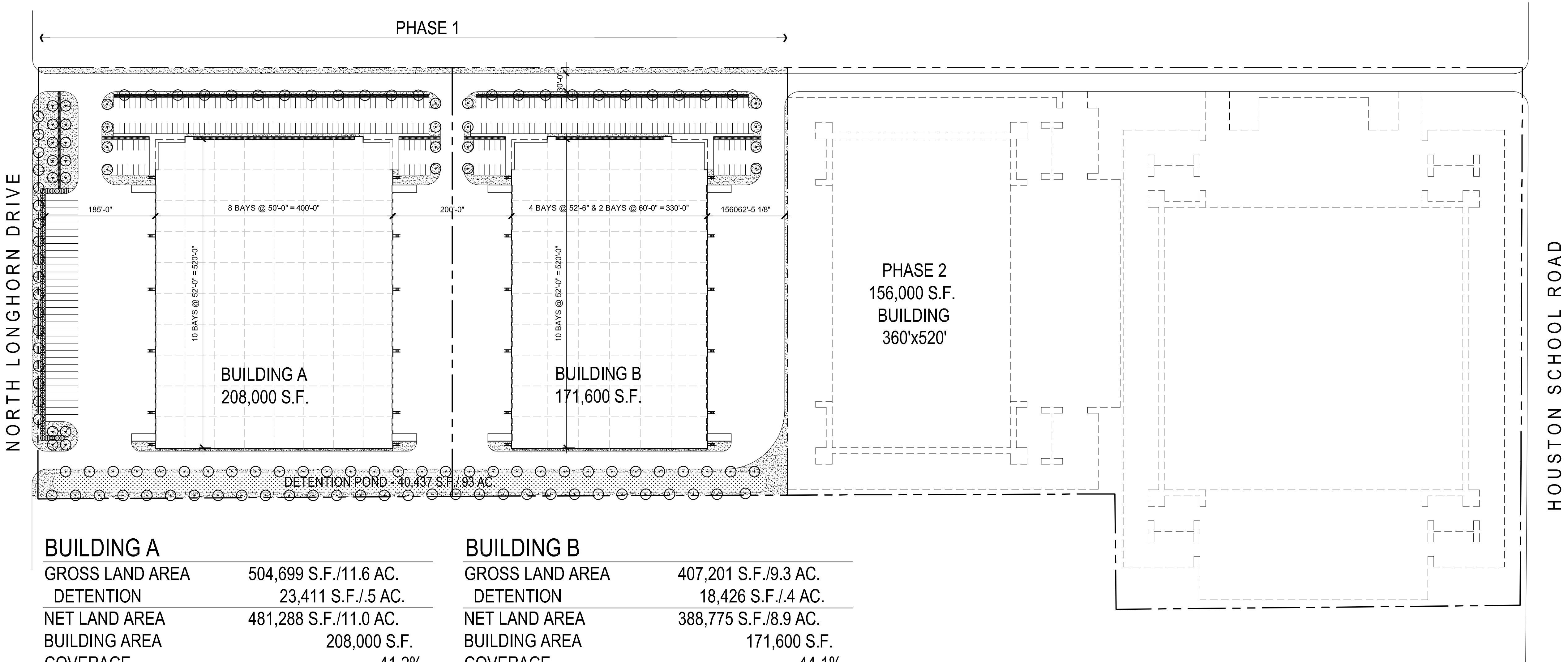
PLANT LIST

TREES					
QTY.	TYPE	COMMON NAME	BOTANICAL NAME	SIZE	REMARKS
60	BC	Bald Cypress	<i>Taxodium distichum</i>	3" cal.	B&B, 13' ht., 4'-8' spread min.
16	CE	Cedar Elm	<i>Ulmus crassifolia</i>	3" cal.	B&B, 13' ht., 4'-8' spread min.
36	CP	Chinese Pistache	<i>Pistachia chinensis</i>	3" cal.	B&B, 13' ht., 4'-8' spread min.
62	ERC	Eastern Red Cedar	<i>Juniperus virginiana</i>	8' ht.	B&B, full to base, 8' o.c.
18	LO	Live Oak	<i>Quercus virginiana</i>	3" cal.	B&B, 13' ht., 4'-8' spread min.

SHRUBS					
QTY.	TYPE	COMMON NAME	BOTANICAL NAME	SIZE	REMARKS
1156	DBH	Dwarf Burford Holly	<i>Ilex cornuta 'Burfordii nana'</i>	5 gal.	container, full plant, 24" o.c.
750	DYH	Dwarf Yaupon Holly	<i>Ilex vomitoria nana</i>	5 gal.	container, full plant, 24" o.c.

GROUNDCOVERS					
QTY.	TYPE	COMMON NAME	BOTANICAL NAME	SIZE	REMARKS
		Weeping Lovegrass	<i>Eragrostis curvula</i>	hydromulch	hydromulch, refer to notes
		Common Bermudagrass	<i>Cynodon dactylon</i>	hydromulch	hydromulch, refer to notes

NOTE: Plant list is an aid to bidders only. Contractor shall verify all quantities on plan. All heights and spreads are minimums. All plant material shall meet or exceed remarks as indicated. All trees to have straight trunks and be matching within varieties.



BUILDING A

GROSS LAND AREA	504,699 S.F./11.6 AC.
DETENTION	23,411 S.F./.5 AC.
NET LAND AREA	481,288 S.F./11.0 AC.
BUILDING AREA	208,000 S.F.
COVERAGE	41.2%
PARKING PROVIDED	144 SPACES
TRAILER STORAGE	32 STALLS

9'x10' O.H. DOCK DOORS	54 DOORS
12'x14' O.H. DOORS W/ RAMPS	4 DOORS

BUILDING B

GROSS LAND AREA	407,201 S.F./9.3 AC.
DETENTION	18,426 S.F./.4 AC.
NET LAND AREA	388,775 S.F./8.9 AC.
BUILDING AREA	171,600 S.F.
COVERAGE	44.1%
PARKING PROVIDED	130 SPACES

9'x10' O.H. DOCK DOORS	54 DOORS
12'x14' O.H. DOORS W/ RAMPS	4 DOORS

BUILDING 'A' AND BUILDING 'B'
TOTAL LAND AREA - 911,900 S.F./20.9 AC
PREVIOUS LAND AREA - 875,911 S.F./20.1 AC.
ADDITIONAL LAND REQUIRED - 35,989 S.F./.83 AC.

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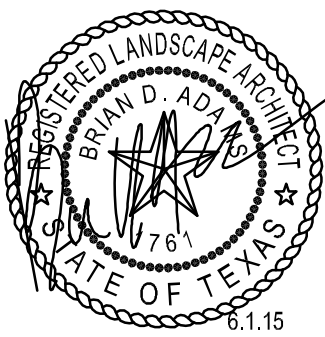
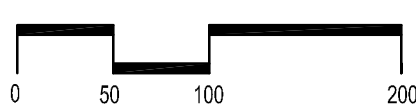
5950 Berkshire Lane
Suite 1250
Dallas, Texas
75225
972.951.9016

06-01-15

L1.00



01 LANDSCAPE SITE PLAN
SCALE: 1" = 100'-0"



smr
landscape architects, inc.
1708 N. Griffin Street
Dallas, Texas 75202
Tel 214.871.0083
Fax 214.871.0565
Email smr@smr-la.com

LANDSCAPE NOTES

- Contractor shall verify all existing and proposed site elements and notify Architect of any discrepancies. Survey data of existing conditions was supplied by others.
- Contractor shall locate all existing underground utilities and notify Architect of any conflicts. Contractor shall exercise caution when working in the vicinity of underground utilities.
- Contractor is responsible for obtaining all required landscape and irrigation permits.
- Contractor to provide a minimum 2% slope away from all structures.
- All planting beds and lawn areas to be separated by steel edging. No steel to be installed adjacent to sidewalks or curbs.
- All landscape areas to be 100% irrigated with an underground automatic irrigation system and shall include rain and freeze sensors.
- All lawn areas to be Hydromulch Bermudagrass, unless otherwise noted on the drawings.

MAINTENANCE NOTES

- The Owner, tenant and their agent, if any, shall be jointly and severally responsible for the maintenance of all landscape.
- All landscape shall be maintained in a neat and orderly manner at all times. This shall include mowing, edging, pruning, fertilizing, watering, weeding and other such activities common to landscape maintenance.
- All landscape areas shall be kept free of trash, litter, weeds and other such material or plants not part of this plan.
- All plant material shall be maintained in a healthy and growing condition as is appropriate for the season of the year.
- All plant material which dies shall be replaced with plant material of equal or better value.
- Contractor shall provide separate bid proposal for one year's maintenance to begin after final acceptance.

GENERAL LAWN NOTES

- Fine grade areas to achieve final contours indicated on civil plans.
- Adjust contours to achieve positive drainage away from buildings. Provide uniform rounding at top and bottom of slopes and other breaks in grade. Correct irregularities and areas where water may stand.
- All lawn areas to receive solid sod shall be left in a maximum of 1" below final finish grade. Contractor to coordinate operations with on-site Construction Manager.
- Imported topsoil shall be natural, friable soil from the region, known as bottom and soil, free from lumps, clay, toxic substances, roots, debris, vegetation, stones, containing no salt and black to brown in color.
- All lawn areas to be fine graded, irrigation trenches completely settled, and finish grade approved by the Owner's Construction Manager or Architect prior to installation.
- All rocks 3/4" diameter and larger, dirt clods, sticks, concrete spalls, etc. shall be removed prior to placing topsoil and any lawn installation.
- Contractor shall provide (1") one inch of imported topsoil on all areas to receive lawn.

PLANT LEGEND

QUANTITY	PLANT TYPE
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TREES

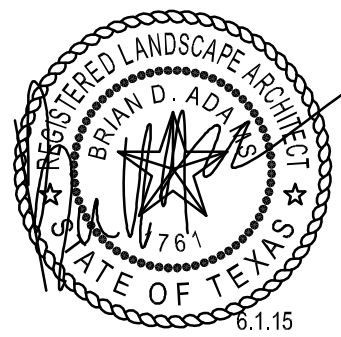
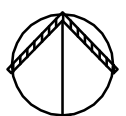
TYPE	COMMON NAME
BC	Bald Cypress
CE	Cedar Elm
CP	Chinese Pistache
ERC	Eastern Red Cedar
LO	Live Oak

SHRUBS

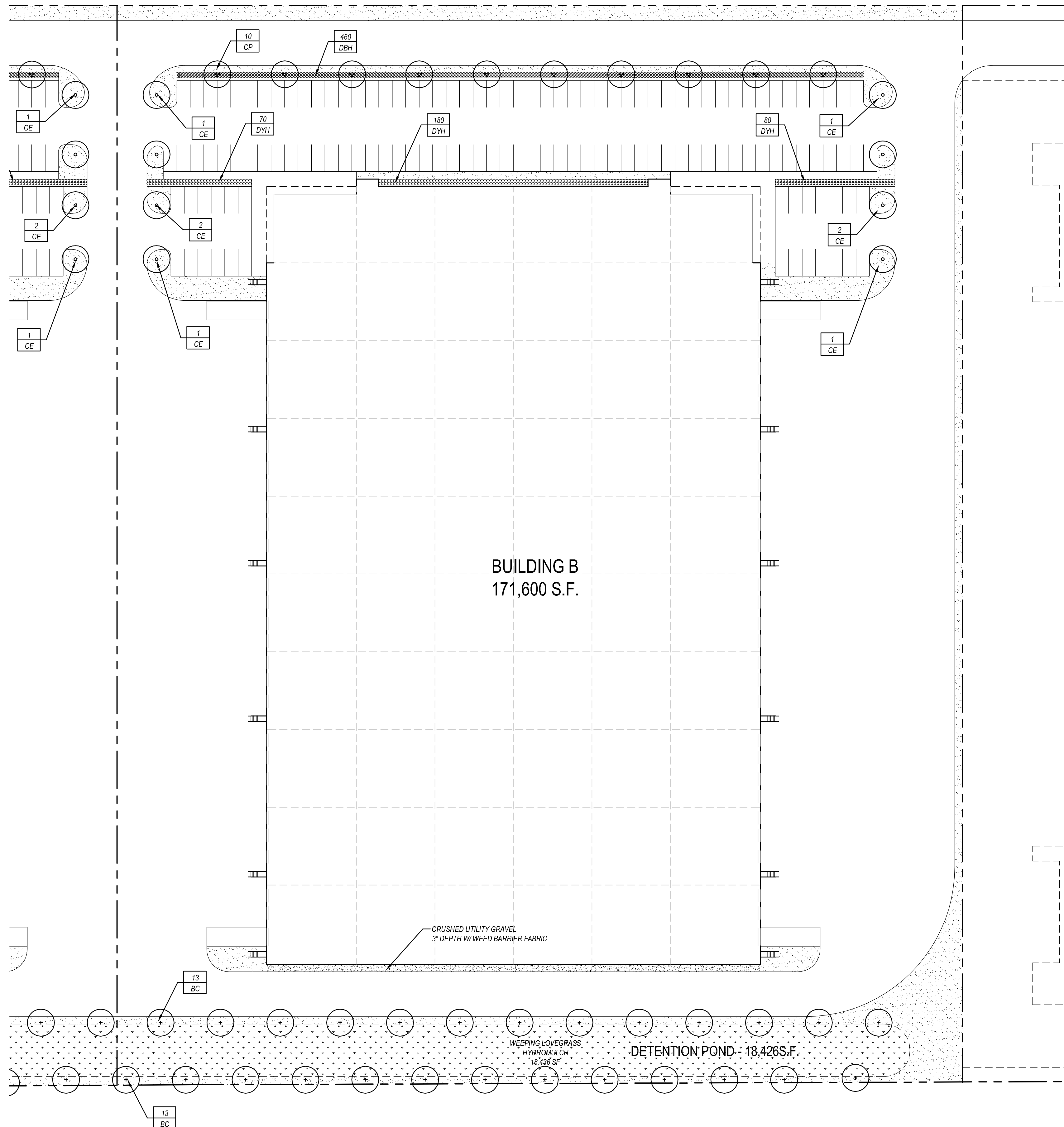
TYPE	COMMON NAME
DBH	Dwarf Burford Holly
DYH	Dwarf Yaupon Holly

01 LANDSCAPE PLAN

SCALE: 1" = 40'-0"



smr
landscape architects, inc.
1708 N. Griffin Street
Dallas, Texas 75202
Tel 214.871.0083
Fax 214.871.0545
Email smr@smr-ls.com



HYDROMULCH NOTES

- All lawn areas to be Hydromulch Bermudagrass, unless noted otherwise on drawings.
- Contractor shall scarify, rip, loosen all areas to be hydromulched to a minimum depth of 4" prior to topsoil and hydromulch installation.
- Bermudagrass seed shall be extra hulled and treated lawn type and shall be delivered to the site in its original unopened container, and shall meet Texas State Law requirements.
- Fiber: Shall be one hundred (100%) percent Wood Cellulose Fiber, delivered to the site in its original unopened container, "Conweb" or equal.
- Fiber Tack: Shall be delivered to the site in its original unopened container, and shall be "Terro-Tack one", as manufactured by Growers, Inc., or equal.
- Hydromulch with Bermudagrass seed at a rate of two (2) pounds per one thousand (1000) square foot.
- Use a 4"x8" batter board against all beds areas.
- If installation occurs between September 1 and April 1, all hydromulch areas to be Winter Ryegrass, at a rate of four (4) pounds per one thousand (1000) square feet. Contractor shall be required to re-hydromulch with Bermudagrass the following growing season.
- In the event rye grass is necessary due to time of year installation, it shall be the responsibility of the contractor to scalp existing grass, bag clippings, and scarify soil to a depth of 1" prior to permanent lawn grass installation.
- All lawn areas to be hydromulched, shall have one hundred (100%) percent coverage prior to final acceptance.
- Contractor shall maintain all lawn areas until final acceptance. This shall include but not be limited to: mowing, watering, weeding, cultivating, cleaning, and replacing dead or bare areas to keep plants in a vigorous, healthy condition.
- Contractor shall guarantee establishment of an acceptable turf area and shall provide replacement from local supply as necessary.

WEEPING LOVEGRASS NOTES

- Installation of native grasses to be performed by hydro-seeding.
- Provide a hydromulch cap per Hydromulch Notes sheet L1.01
- Final grades to be smooth and level free of debris, rocks over 1" and shall have no ruts or depressions.
- Install at the specified rate: 6lbs / acre

PLANT LEGEND

QUANTITY
PLANT TYPE

TREES

TYPE	COMMON NAME
BC	Bald Cypress
CE	Cedar Elm
CP	Chinese Pistache
ERC	Eastern Red Cedar
LO	Live Oak

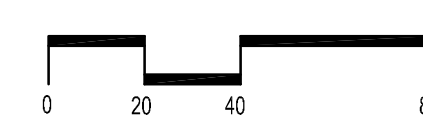
SHRUBS

TYPE	COMMON NAME
DBH	Dwarf Burford Holly
DYH	Dwarf Yaupon Holly



01 LANDSCAPE PLAN

SCALE: 1" = 40'-0"



smr
landscape architects, inc.
1708 N. Griffin Street
Dallas, Texas 75202
Tel: 214.871.0083
Fax: 214.871.0545
Email: smr@smr-la.com

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5950 Berkshire Lane
Suite 1250
Dallas, Texas
75225
972.951.9016

06-01-15

L1.02

SECTION 02900 - LANDSCAPE

PART 1 - GENERAL

1.1 REFERENCED DOCUMENTS

Refer to bidding requirements, special provisions, and schedules for additional requirements.

1.2 DESCRIPTION OF WORK

Work included: Furnish all supervision, labor, materials, services, equipment and appliances required to complete the work covered in conjunction with the landscaping covered in these specifications and landscaping plans, including:

- Planting (trees, shrubs, and grass)
- Bed preparation and fertilization
- Notification of sources
- Water and Maintenance until final acceptance
- Guarantee

1.3 REFERENCE STANDARDS

- American Standard for Nursery Stock published by American Association of Nurserymen: 27 October 1980, Edition; by American National Standards Institute, Inc. (200.1) - plant material.
- American Joint Committee on Horticultural Nomenclature: 1942 Edition of Standardized Plant Names.
- Texas Association of Nurserymen, Grades and Standards.
- Hortis Third, 1976 - Cornell University

1.4 NOTIFICATION OF SOURCES AND SUBMITTALS

- The Contractor shall, within ten (10) days following acceptance of bid, notify the Architect/Owner of the sources of plant materials and bed preparation required for the project.
- Samples: Provide representative quantities of sandy loam soil, mulch, bed mix material, gravel, and crushed stone. Samples shall be approved by Architect before use on project.
- Product Data: Submit complete product data and specifications on all other specified materials.
- Submit three representative samples of each variety of ornamental trees, shrubs, and groundcover plants for Architect's approval. When approved, tag, install, and maintain as representative samples for final installed plant materials.
- File Certificates of Inspection of plant material by state, county, and federal authorities with Architect, if required.
- Soil Analysis: Provide sandy loam soil analysis if requested by the Architect.

PART 3 - EXECUTION

3.1 BED PREPARATION & FERTILIZATION

- Landscape Contractor to inspect all existing conditions and report any deficiencies to the Owner.
- All planting areas shall be conditioned as follows:
 - Prepare new planting beds by scraping away existing grass and weeds as necessary. Till existing soil to a depth of six (6") inches prior to placing compost and fertilizer. Apply fertilizer as per manufacturers recommendations. Add six (6") inches of compost and till into a depth of six (6") inches of the topsoil. Apply organic fertilizer such as Sustane or Green Sense at the rate of twenty (20) pounds per one thousand (1,000) square feet.
 - All planting areas shall receive a two (2") inch layer of specified mulch.
 - Backfill for tree pits shall be as follows: Use existing top soil on site (use imported topsoil as needed) free from large clumps, rocks, debris, caliche, subsoils, etc., placed in nine (9") inch layers and watered in thoroughly.
- Grass Areas:
 - Areas to be Solid Sod Bermudagrass: Blocks of sod should be laid joint to joint, (staggered joints) after fertilizing the ground first. Roll grass areas to achieve a smooth, even surface. The joints between the blocks of sod should be filled with topsoil where they are evidently gaped open, then watered thoroughly.
 - Areas to be Hydromulch Common Bermudagrass: Hydromulch with bermudagrass seed at a rate of two (2) pounds per one thousand (1,000) square feet. Use a 4' x 8' batter board against the bed areas.

3.2 INSTALLATION

- Maintenance of plant materials shall begin immediately after each plant is delivered to the site and shall continue until all construction has been satisfactorily accomplished.
- Plant materials shall be delivered to the site only after the beds are prepared and area ready for planting. All shipments of nursery materials shall be thoroughly protected from the drying winds during transit. All plants which cannot be planted at once, after delivery to the site, shall be well protected against the possibility of drying by wind and sun. Balls of earth of B & B plants shall be kept covered with soil or other acceptable material. All plants remain the property of the Contractor until final acceptance.
- Position the trees and shrubs in their intended location as per plan.
- Notify the Landscape Architect for inspection and approval of all positioning of plant materials.
- Excavate pits with vertical sides and horizontal bottom. Tree pits shall be large enough to permit handling and planting without injury to balls of earth or roots and shall be of such depth that, when planted and settled, the crown of the plant shall bear the same relationship to the finish grade as it did to soil surface in original place of growth.

JOB CONDITIONS

- General Contractor to complete the following punch list: Prior to Landscape Contractor installing any portion of landscape installation, General Contractor shall leave planting bed areas three (3") inches below finish grade of sidewalks, drives and curbs as shown on the drawings. All lawn areas to receive solid sod shall be left one (1") inch below the finish grade of sidewalks, drives, and curbs. All construction debris shall be removed prior to Landscape Contractor beginning any work.
- General Contractor shall provide topsoil as described in Section 02200 - Earthwork.
- Storage of materials and equipment at the job site will be at the risk of the Landscape Contractor. The Owner cannot be held responsible for theft or damage.

1.6 MAINTENANCE AND GUARANTEE

- Maintenance:
 - The Landscape Contractor will be held responsible for the maintenance of all work from the time of planting until final acceptance by the Owner. No trees, shrubs, groundcover or grass will be accepted unless they show a healthy growth and satisfactory foliage conditions.
 - Maintenance shall include watering of trees and plants, cultivation, weeding spraying, edging, pruning of trees, mowing of grass, cleaning up and all other work necessary of maintenance.
 - A written notice requesting final inspection and acceptance should be submitted to the Owner at least seven (7) days prior to completion. An on-site inspection by Owner and Landscape Contractor will be completed prior to written acceptance.
 - After final acceptance of installation, the Landscape Contractor will not be required to do any of the above listed work.
- Guarantee:
 - Trees shall be guaranteed for a twelve (12) month period after acceptance. Shrubs and groundcover shall be guaranteed for twelve (12) months. The Contractor shall replace all dead materials as soon as weather permits and upon notification of the Owner. Plants, including trees, which have partially died so that shape, size, or symmetry has been damaged, shall be considered subject to replacement. In such cases, the option of the Owner shall be final.
 - Plants used for replacement shall be of the same size and kind as those originally planted and shall be planted as originally specified. All work, including materials, labor and equipment used in replacements, shall carry a twelve (12) month guarantee. Any damage, including pits in lawn or bed areas, incurred as a result of making replacements shall be immediately repaired.
 - At the direction of the Owner, plants may be replaced at the start of the next year's planting season. In such cases, dead plants shall be removed from the premises immediately.
 - When plant replacements are made, plants, soil mix, fertilizer and mulch are to be utilized as originally specified and respected for full compliance with Contractor requirements. All replacements are to be included under "Work" of this section.

- The Owner agrees that for the guarantee to be effective, he will water plants at least twice a week during dry periods and cultivate beds once a month after final acceptance.
- The above guarantee shall not apply where plants die after acceptance because of injury from storms, hail, freeze, insects, diseases, injury by humans, machines or theft.
- Acceptance for all landscape work shall be given after final inspection by the Owner provided the job is in a completed, undamaged condition, and there is a stand of grass in all lawn areas. At this time, the Owner will assume maintenance on the accepted work.

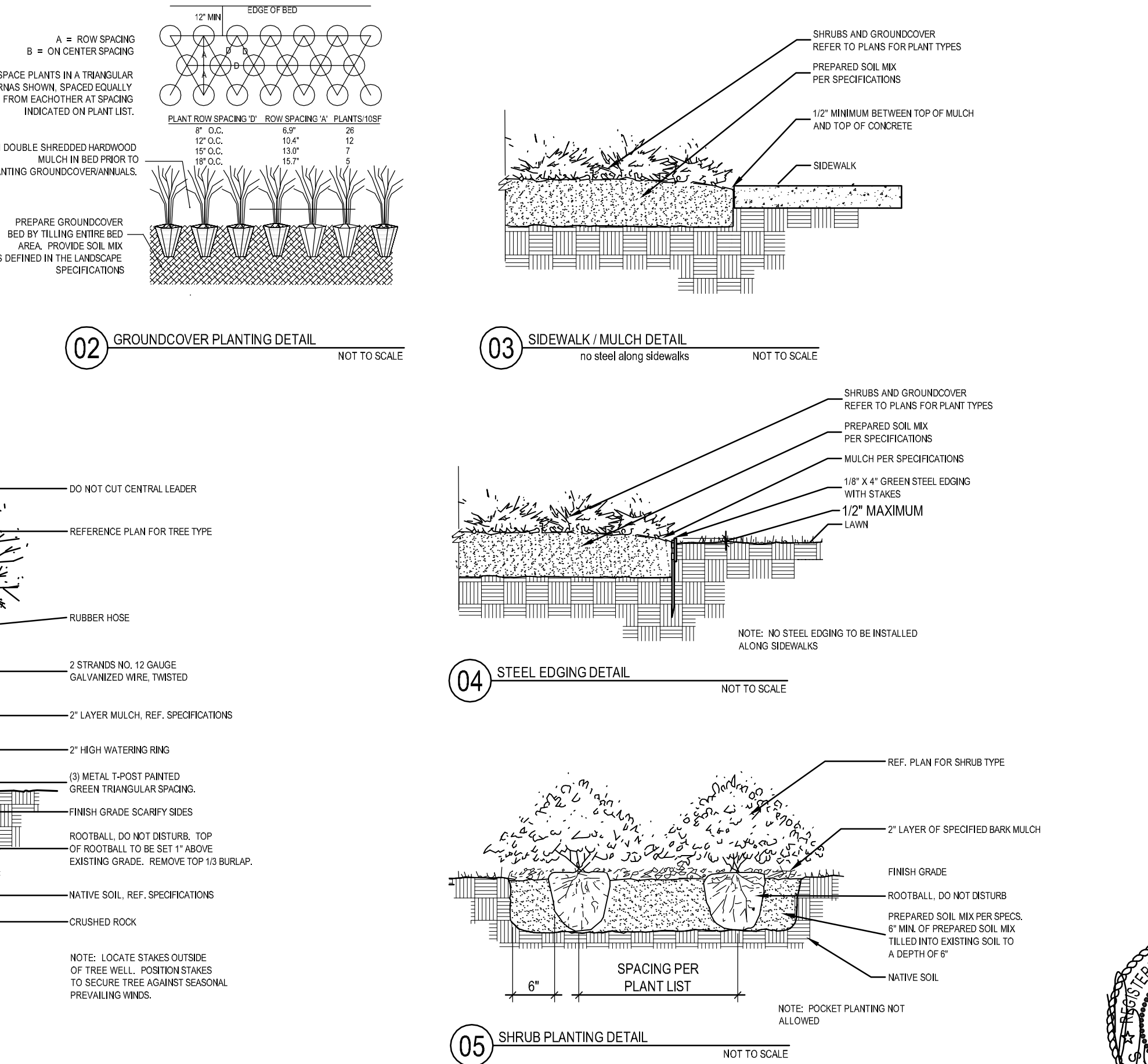
- Repairs: Any necessary repairs under the Guarantee must be made within ten (10) days after receiving notice, weather permitting, and in the event the Landscape Contractor does not make repairs accordingly, the Owner, without further notice to Contractor, may provide materials and men to make such repairs at the expense of the Landscape Contractor.

1.7 QUALITY ASSURANCE

- General: Comply with applicable Federal, State, County and Local regulations governing landscape materials and work.
- Personnel: Employ only experienced personnel who are familiar with the required work. Provide full time supervision by a qualified foreman acceptable to Landscape Architect.
- Selection of Plant Material:
 - Make contact with suppliers immediately upon obtaining notice of contract acceptance to select and book materials. Develop a program of maintenance (pruning and fertilization) which will insure the purchased materials will meet and/or exceed project specifications.
 - Landscape Architect will provide a key identifying each tree location on site. Written verification will be required to document material selection, source and delivery schedules to site.
 - Owner and/or Architect shall inspect all plant materials when reasonable at place of growth for compliance with requirements for genus, species, cultivar/variety, size and quality.
 - Owner and/or Architect retains the right to further inspect all plant material upon arrival at the site and during installation for size and condition of root balls, limbs, branching habit, insects, injuries, and latent defects.
 - Owner and/or Architect may reject unsatisfactory or defective material at any time during the process of work. Remove rejected materials from the site immediately. Plants damaged in transit or at job site shall be rejected.

1.8 PRODUCT DELIVERY, STORAGE AND HANDLING

- Preparation:
 - Balled and Burlapped (BAB) Plants: Dig and prepare shipment in a manner that will not damage roots, branches, shape, and future development.
 - Container Crown Plants: Deliver plants in rigid container to hold ball shape and protect root mass.



2.2 SOIL PREPARATION MATERIALS

- Sandy Loam:
 - Frable, fertile, dark, loamy soil, free of clay lumps, subsoil, stones and other extraneous material and reasonably free of weeds and foreign grasses. Loam containing Dallagrass or Nutgrass shall be rejected.
 - Physical properties as follows:
 - Clay - between 7-27 percent
 - Silt - between 15-25 percent
 - Sand - less than 52 percent
 - Organic matter shall be 3%-10% of total dry weight.
 - If requested, provide a certified soil analysis conducted by an approved soil testing laboratory verifying that sandy loam meets the above requirements.
- Organic Material: Compost with a mixture of 80% vegetative matter and 20% animal waste. Ingredients should be a mix of course and fine textured material.
- Premixed Bedding Soil as supplied by Vital Earth Resources, Gladewater, Texas: Professional Bedding Soil as supplied by Living Earth Technology, Dallas, Texas or Acid Gro Municipal Mix as supplied by Sol Building Systems, Dallas, Texas or approved equal.
- Sharp Sand: Sharp sand must be free of seeds, soil particles and weeds.
- Mulch: Double Shredded Hardwood Mulch, partially decomposed, dark brown. Living Earth Technologies or approved equal.
- Organic Fertilizer: Fertilast, Sustane, or Green Sense or equal as recommended for required applications. Fertilizer shall be delivered to the site in original unopened containers, each bearing the manufacturer's guaranteed statement of analysis.

- Commercial Fertilizer: 10-20-10 or similar analysis. Nitrogen source to be a minimum 50% slow release organic Nitrogen (SCU or UF) with a minimum 8% sulphur and 4% iron, plus micronutrients.
- Peat: Commercial sphagnum peat moss or partially decomposed shredded pine bark or other approved organic material.

2.3 MISCELLANEOUS MATERIALS

- Steel Edging: Shall be Ryerson "Estate Curbing", 1/8" x 4" with stakes 4" on center.
- Staking Material for Shade Trees:
 - Post: Studded T-Post, #1 Amco with anchor plate, 6'-0" length, paint green.
 - Wire: 12 gauge, single strand, galvanized wire.
 - Rubber hose: 2 ply, fiber reinforced hose, minimum 1/2 inch inside diameter. Color: Black.
- Gravel: Washed native pea gravel, graded 1 in. to 1-1/2 in.
- Filter Fabric: Mifal 140N by Celanese Fibers Marketing Company, available at Loftland Co., (214) 631-5250 or approved equal.

LANCASTER CITY COUNCIL

Agenda Communication

December 14, 2015

Consider a resolution approving the Landscape Maintenance Agreement through the Texas Department of Transportation (TXDOT).

This request supports the City Council 2015-2016 Policy Agenda.

Goal: Healthy, Safe and Vibrant Community

Background

In May 2013, the City of Dallas and the Texas Department of Transportation entered an agreement to install landscape improvements at the intersections of Interstate 20 and Houston School Road (Lancaster), Interstate 20 and Lancaster Road (Dallas), and Interstate 20 and Bonnie View Road (Dallas). They agreed to install the landscaping with a consistent design along this roadway at no cost to the City of Lancaster with the exception that at its conclusion and acceptance, the City of Lancaster would be responsible for on-going maintenance.

Due to some contractor issues related to the installation of the irrigation, this project experienced some significant delays and was finally accepted by the City on November 19, 2015. The proposed agreement establishes the City of Lancaster as the responsible party for the maintenance of this landscaped area and associated improvements.

On May 6, 2015 as a result of several correspondences that had been sent both to the area and state offices, staff meet with the Area Engineer, regarding ongoing concerns related to litter, debris, and mowing along Interstates 35E and Interstate 20. At the June 15, 2015 work session, Council received a presentation regarding a proposal for the City of Lancaster to assume maintenance responsibilities along these corridors. A bid was issued on December 7, 2015 for these services and bid award consideration is scheduled for January 2016.

Considerations

- **Operational** – The Public Works Department will be responsible for the oversight and project management of the contractor for all of the TXDOT rights-of-ways. This landscaped area will be on a 30 day maintenance schedule.
- **Legal** – The resolution for the maintenance agreement was approved as to form by the City Attorney.
- **Financial** – The cost of maintenance for the improvements will be included in the bid that was issued on December 7, 2015.
- **Public Information** – This item is being considered at a meeting of the City Council noticed in accordance with the Texas Open Meeting Act.

Options/Alternatives

1. City Council may approve the resolution
2. City Council may deny the resolution

Recommendation

Staff recommends approval of the resolution as presented.

Attachments

- Resolution
 - Maintenance agreement
-

Submitted by:

Alton Dixon, Purchasing Agent
Jim Brewer, Director of Public Works
Rona Stringfellow, Assistant City Manager

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LANCASTER, TEXAS, APPROVING THE TERMS AND CONDITIONS OF A MAINTENANCE AGREEMENT BETWEEN THE CITY OF LANCASTER AND THE TEXAS DEPARTMENT OF TRANSPORTATION; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT; PROVIDING FOR THE REPEAL OF ANY AND ALL RESOLUTIONS IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Mayor and City Council of the City of Lancaster desire to provide for the maintenance of the areas at the intersection of Houston School Road and Interstate 20 in accordance with the landscape improvements; and

WHEREAS, as determined by the provisions of the Chapter 311 of the Transportation Code, the maintenance agreement is to provide for maintenance of the landscape areas within and through its corporate limits;

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

SECTION 1. That the terms and conditions of the Maintenance Agreement between the City of Lancaster and the Texas Department of Transportation which is attached hereto and incorporated herein as Exhibit A, be, and the same is, hereby approved.

SECTION 2. That the City Manager is hereby authorized to execute the said Maintenance Agreement for the purposes recited therein.

SECTION 3. All resolutions of the City of Lancaster heretofore adopted which are in conflict with the provisions of this resolution be, and the same are hereby repealed, and all resolutions of the City of Lancaster not in conflict with the provisions hereof shall remain in full force and effect.

SECTION 4. If any article, paragraph, subdivision, clause or provision of this resolution, as hereby amended, be adjudged invalid or held unconstitutional for any reason, such judgment or holding shall not affect the validity of this resolution as a whole or any part or provision thereof, as amended hereby, other than the part so declared to be invalid or unconstitutional.

SECTION 5. This resolution shall take effect immediately from and after its passage, and it is accordingly so resolved.

DULY PASSED and approved by the City Council of the City of Lancaster, Texas, on this the 14th day of December, 2015

ATTEST:

APPROVED:

Sorangel O. Arenas, City Secretary

Marcus E. Knight, Mayor

APPROVED AS TO FORM:

Robert E. Hager, City Attorney



Form 2043
(Rev. 04/12)
Page 1 of 3

LANDSCAPE MAINTENANCE AGREEMENT

THE STATE OF TEXAS

THE COUNTY OF TRAVIS

This AGREEMENT made this _____ day of _____, 20____, by and between the Texas Department of Transportation, hereinafter referred to as the "State," and the City of Lancaster, Dallas County, Texas, acting by and through its duly authorized officers, hereinafter called the "City".

WITNESSETH

WHEREAS, Chapter 311 of the Transportation Code gives the City exclusive dominion, control, and jurisdiction over and under the public streets within its corporate limits and authorizes the City to enter into agreements with the State to fix responsibilities for maintenance, control, supervision, and regulation of State highways within and through its corporate limits; and

WHEREAS, Section 221.002 of the Transportation Code authorizes the State, at its discretion, to enter into agreements with cities to fix responsibilities for maintenance, control, supervision, and regulation of State highways within and through the corporate limits of such cities; and

WHEREAS, the State and the City have entered into a Municipal Maintenance Agreement dated July 5, 1994, **the provisions of which are incorporated herein by reference**, and wherein the City has agreed to retain all functions and responsibilities for maintenance and operations which are not specifically described as the responsibility of the department; and

WHEREAS, the State has existing and proposed landscape improvements, such as, but not limited to, the installation of tree, shrub, and turf plantings, irrigation systems, and other aesthetic elements for areas within the right of way of state highway routes within the City as shown on Attachment "A"; and

WHEREAS, the State will provide such landscape improvements, provided that the City agrees to be responsible for all required maintenance of the landscape improvements.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto to be by them respectively kept and performed, it is agreed as follows:

Contract Period

This Agreement becomes effective upon the date of final execution by the State, and shall remain in effect until terminated or modified as hereinafter provided.

Coverage

This agreement prescribes the responsibilities of the State and the City relating to the installation and maintenance of landscape elements on non-controlled access state highways, as defined in the Municipal Maintenance Agreement, and described and graphically shown as "State Maintained and Operated" in that agreement.

Amendment

The parties agree that this agreement may be amended. Such amendments, to be effective, must be in writing and signed by both parties.

State's Responsibilities

The State shall install landscape elements including but not limited to trees, shrubs, grasses, sidewalks, irrigation systems, and hardscape features through its employees or duly appointed agents.

City's Responsibilities

The City may install landscape elements including but not limited to trees, shrubs, grasses, sidewalks, irrigation systems, and hardscape features through its employees or duly appointed agents. Any installations shall be performed in accordance with Texas Department of Transportation specifications and standards, and must be approved by the State in writing prior to any work being performed.

The City shall maintain all landscape elements within the limits of the right of way including all median and island areas but excluding paved areas intended for vehicular travel. Landscape maintenance shall include but not be limited to plant maintenance, plant replacement, mowing and trimming, hardscape element maintenance, and irrigation system operation and maintenance. All landscape elements must be maintained in a functional and aesthetically pleasing condition.

TERMINATION

It is understood and agreed between the parties hereto that should either party fail to properly fulfill its obligations as herein outlined, the other party may terminate this agreement upon thirty days written notice. Additionally, this agreement may be terminated by mutual agreement and consent of both parties.

Should the City terminate this agreement, as prescribed here above, the City shall, at the option of the State, reimburse any reasonable costs incurred by the State.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures, the City of Lancaster on the _____ day of _____, year _____, and the Texas Department of Transportation, on the _____ day of _____, year _____.

ATTEST:

CITY OF LANCASTER

By _____
(Title of Signing Official)

THE STATE OF TEXAS

Executed for the Executive Director and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, and the established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By _____
District Engineer

DALLAS
District

Attachments

FINAL PLANS

NAME OF CONTRACTOR: _____

DATE OF LETTING: _____

DATE WORK BEGAN: _____

DATE WORK COMPLETED: _____

DATE WORK ACCEPTED: _____

SUMMARY OF CHANGE ORDERS: _____

STATE OF TEXAS DEPARTMENT OF TRANSPORTATION

PLANS OF PROPOSED STATE HIGHWAY IMPROVEMENT

FEDERAL AID PROJECT

IM (0205) 153, ETC.

CSJ 2374-03-081 (IH 20)

2374-04-075 (IH 20)

0092-14-082 (IH 45)

0581-01-139 (Loop 12)

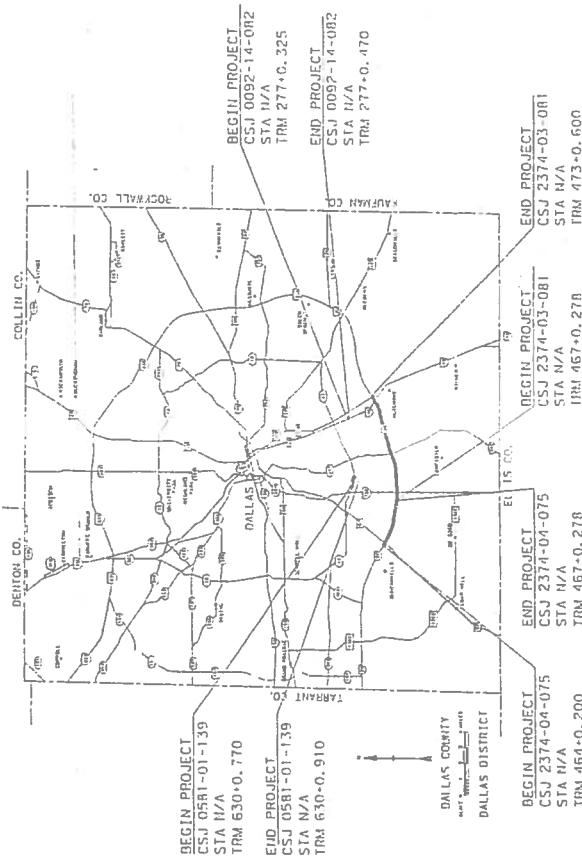
IH 20, etc.

DALLAS COUNTY

LIMITS: FROM West of US 67
TO East of IH 45

TOTAL LENGTH OF PROJECT =
ROADWAY = 33,560 FT. = 6.356 MI.
BRIDGE = 0.0 FT. = 0.000 MI.
TOTAL = 33,560 FT. = 6.356 MI.

TYPE OF WORK: LANDSCAPE DEVELOPMENT
CONSISTING OF: TREE & SHRUB PLANTING, AND IRRIGATION



WORK WAS COMPLETED ACCORDING
TO THE PLANS AND CONTRACT.

Signature of Registrant _____ P.E. _____

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EXEMPTIONS: NONE
EXCEPTIONS: NONE
RAILROAD CROSSINGS: NONE

DESIGN	FILE NO.	FEDERAL AID OR STATE PROJECT NO.	SECTION
XXX	6	IM (0205) 153, ETC.	1
XXX	XXX	STATE	XXX
XXX	TEXAS	DISTRICT	XXX
XXX	CONTROL	SECTION	XXX
XXX	2374	03	081, etc.

DESIGN SPEEDS = 11/4 MPH

NOTE:

SPECIFICATIONS ADOPTED BY THE TEXAS DEPARTMENT OF TRANSPORTATION.
THESE SPECIFICATIONS ARE SUBJECT TO THE STANDARD SPECIFICATIONS FOR
CONSTRUCTION OF PUBLIC WORKS, LATEST EDITION, AS ADOPTED BY THE
COMMISSIONERS OF THE TEXAS DEPARTMENT OF TRANSPORTATION.
FOR ALL FEDERAL AID CONSTRUCTION CONTRACTS (FORM FHWA 1273, MAY 2012)

TEXAS DEPARTMENT OF TRANSPORTATION

SUBMITTED FOR LETTING: 3/14/2013
RECOMMENDED FOR LETTING: 5/31/2013
RECOMMENDED FOR LETTING: 5-31-2013
RECOMMENDED FOR LETTING: 5-31-2013
RECOMMENDED FOR LETTING: 5-31-2013

APPROVED FOR LETTING: 6/7/2013
APPROVED FOR LETTING: 6/7/2013
APPROVED FOR LETTING: 6/7/2013
APPROVED FOR LETTING: 6/7/2013
APPROVED FOR LETTING: 6/7/2013

SHEET DESCRIPTION

SHEET	DESCRIPTION
	<u>V. DRAINAGE DETAILS</u>
1006	

V. DRAINAGE DETAILS

FIGURE 1

VIII. TRAFFIC ITEMS

31014

1. GENERAL

1	TITLE SHEET
2	INDEX OF SHEETS
3	GENERAL NOTES
4	ESTIMATE AND QUANTITY SHEET

III. TRAFFIC CONTROL PLAN

5	ICP (1-5)	12
6	ICP (2-4)	12
7	ICP (2-6)	12
8	ICP (6-2)	12
9	DC (1-12)	07

III. ROADWAY DETAILS

314

VII. BRIDGES

WHITE

X. MISCELLANEOUS ITEMS

25 PROJECT LOCATION SHEET
26 LANDSCAPE PLANTING PLANS
35 LANDSCAPE PLANTING DETAILS
36 LANDSCAPE IRRIGATION PLANS
45 IRRIGATION DETAILS
46 IRRIGATION GENERAL NOTES &

IX. ENVIRONMENTAL ISSUES

21 ENVIRONMENTAL PERMITS, ISSUES AND COMMITMENTS (EPIC)
22 STORM WATER POLLUTION PREVENTION PLAN (SWPP)
23 - 24 EROSION CONTROL LOGS (DAL)

IV. RETAINING WALL DETAILS



 Texas Department of Transportation

INDEX OF SHEETS

DESIGN	TYPE NO.	OFFICIAL AND PROJECT NO.	HIGHWAY NO.
XXV	6	(see title sheet)	20, 21
TRANSSES	STATE	DISTRICT	SHEET NO.
XXV	TEXAS	DALLAS	
XXV	SECTION	DALLAS	
XXV	SECTION	JOB	
XXV	7372	081	

* THE STANDARD SHEETS SPECIFICALLY IDENTIFIED ABOVE HAVE BEEN SELECTED BY ME OR UNDER MY RESPONSIBLE SUPERVISION AS BEING APPLICABLE TO THIS PROJECT.

James [Signature] P.E. 5/29/13

Project Number: IM 0205 (153), ETC. Control: 2374-03-081, etc.

County: Dallas

Highway: IH 20

Sheet 3

The disturbed area for this project, as shown on the plans is 0.92 acres. However, the Total Disturbed Area (TDA) will establish the required authorization for storm water discharges. The TDA of this project will be determined by the sum of the disturbed area in all project locations in the contract, and all disturbed area on all Project-Specific Locations (PSL) located in the project limits and/or within 1 mile of the project limits. The department will obtain an authorization to discharge storm water from the Texas Commission on Environmental Quality (TCEQ) for the construction site as shown on the plans, according to the TDA of the project. The contractor will obtain any required authorization from the TCEQ for the discharge of storm water from any PSL for construction support activities on or off of the project row according to the TDA of the project. When the TDA for the project exceeds 1 acre, provide a copy of the appropriate application of permit (NOI, or Construction Site Notice) to the engineer, for any PSL located in the project limits or within 1 mile of the project limits. Follow the directives and adhere to all requirements set forth in the TCEQ, Texas Pollution Discharge Elimination System, Construction General Permit (TPDES, CGP).

Leave all right of way areas undisturbed until actual construction is to be performed in said areas.

Use established industry and utility safety practices to erect poles, luminaries, signs or structures near any overhead or underground utility. Consult with the appropriate utility company prior to beginning such work.

Underground utilities owned by the Texas Department of Transportation may be present within the Right-Of-Way on this project. For signal, illumination, surveillance, and communications & control maintained by TxDOT, call the TxDOT Traffic Signal Office (214-320-6882) for locates a minimum of 48 hours in advance of excavation. For irrigation systems, call TxDOT Maintenance Landscape Office (214-320-6205) for locates a minimum of 48 hours in advance of excavation. If city or town owned irrigation facilities are present, call the appropriate department of the local city or town a minimum of 48 hours in advance of excavation. The Contractor is liable for all damages incurred to the above mentioned utilities when working without having the utilities located prior to excavation.

For the project to be deemed complete, permanently stabilize all unpaved disturbed areas of the project with a vegetative cover at a minimum of 70% density for the control of erosion.

Repair or replace any structures and utilities that might have been damaged by negligence or a failure to have utility locates performed.

Perform all electrical work in accordance with the National Electrical Code and Texas Department of Transportation Specifications.

Consult with appropriate electric company representatives according to their respective area to coordinate electrical services installations.

Meet weekly with the engineer to notify him or her of planned work for the upcoming week.

Submit pre-letting questions, by email only, to the attention of Area Engineer or Assistant Area Engineer.

General Notes

Sheet 11

Project Number: IM 0205 (153), ETC. Control: 2374-03-081, etc.

County: Dallas

Highway: IH 20

Sheet 3

General Notes: Revised on April 3, 2013

SW3P RESPONSIBILITIES

TxDOT Area of Responsibility

Responsible for the area defined by the limits of the subject project, except for those areas to, areas used for field offices, equipment and/or material storage, and concrete or asphalt plants. These areas include, though are not limited to, areas used for field offices, equipment and/or material storage, and concrete or asphalt plants.

TxDOT Operational Responsibility

Responsible for seeking coverage under the TPDES Construction General Permit (CGP) and operating the project within the requirements of the CGP for discharging storm water from the subject project and to notify MS4 permit holders of the intent to discharge storm water.

File a Notice of Termination with TCEQ upon completion of the project when the exposed areas have been stabilized with a vegetative cover of at least 70%.

Contractor Area of Responsibility

Responsible for all areas under their direct operational control which includes, though not limited to, areas used for field offices, equipment and/or material storage, and concrete or asphalt plants. These areas may be located on or off the subject project's R.O.W.

Contractor Operational Responsibility

Responsible for seeking coverage under the TPDES Construction General Permit (CGP) and adhering to all requirements of the permit for discharging storm water from the areas under their operational control. Perform regular inspections, prepare a written report of deficiencies, and repair deficiencies within the time frame set forth by the permit. File a Notice of Termination with TCEQ upon completion of the project when the exposed areas have been stabilized with a vegetative cover of at least 70%.

Responsible under contractual obligations to TxDOT to install, clean, repair, replace or remove sediment and erosion control devices as indicated on TxDOT's Inspection Reports, or as required by daily construction practices, within the time frame set forth by the permit.

GENERAL

Access will be provided to all business and residences at all times. Where turning radii are limited during phased construction at intersections, provide all weather surfaces such as RAP or base in turning movements to accommodate and to protect the traffic from edge drop-offs. Materials, labor, maintenance and removal for these temporary accesses and radii will not be paid for directly but will be considered subsidiary to the various bid items.

The construction, operation and maintenance of the proposed project will be consistent with the state implementation plan as prepared by the Texas Commission on Environmental Quality.

General Notes

Sheet A

Project Number: IM 0205 (153), ETC.
County: Dallas
Highway: IH 20
Email: David.Lott@txdot.gov or Elliott.Stoval@txdot.gov
Answers will be provided by email.

Sheet 3A

Project Number: IM 0205 (153), ETC.
County: Dallas
Highway: IH 20
Landscape maintenance under this item is not intended to extend beyond the end of September 2014.

Sheet 3A

An electronic file containing pre-letting questions and TxDOT answers will be provided upon email request.

Material On Hand (MOH) will not be used in calculating partial payments for Mobilization. Provide the Engineer with a copy of all DBE subcontractor agreements prior to commencing work.

Item 8:
This Project will be a Standard Workweek in accordance with Article 8.3 A.4.

Item 161:
Provide tickets representing quantity of compost delivered to site.

Item 170:
Contact City of Lancaster, Paul Hardy at (214) 500-1394 to obtain permit information and pricing for the water meter location on Houston School Road.

For all other meter locations, contact Dallas Water Utilities (DWU) Permits, Felicia Harris at (214) 948-4480 to obtain permit information and pricing.

Existing water main range from 6" to 12" are located in the vicinity of the proposed meter locations as shown on the plans.

Item 192:
No planting shall occur between June 1st and September 15th without written approval from the Engineer.

Begin the 90-day maintenance period only after all live plant material and functional irrigation systems have been installed as shown on plans.

Item 193:
Begin the additional maintenance period covered under this item only after all maintenance activities have been completed under items 170 & 192.

Replace dead or dying plant material within 10 days of notification by the Engineer unless otherwise indicated in the notification. Plant material replacement will be subsidiary to this item unless determined otherwise by the Engineer.

Mow a minimum 10 foot swath around all planting beds and tree plantings during the maintenance periods under both items 192 & 193.

Continue to pay for water used through the irrigation meter during the maintenance period under this item. Transfer the meter to the City or appropriate Community Organization at the end of the project.

Sheet C

General Notes

Sheet D

General Notes

Freeway Lane Closures					
Category of Work	Number of Rwy Lanes per direction	Peak Times Monday-Friday 6:00 am - 9:00 am 3:30 pm - 7:00 pm Major Events and Major Holidays**	Off Peak Times Monday-Friday 9:00 am - 3:30pm 7:00 pm - 10:30 pm and Saturday	Lowest Volume Time Monday-Friday 10:30 pm to 6:00 am and Sunday	
Placement of CTB & Bridge Beams, Pavement Markings, Full Depth Roadway Repair, Bridge or Similar Demolitions*	5	None	2	3	
	4	None	2	3	
	3	None	1	2	
	2	None	1	2	
Adjacent Construction, Lanes for Construction Traffic or Similar Operations	5	None	1	2	
	4	None	1	2	
	3	None	1	1	
	2	None	None	1	

Project Number: IM 0205 (153), ETC. Control: 2374-03-081, etc.

County: Dallas

Highway: IH 20

Sheet 38

* Provide a traffic control plan where bridge demolition cannot be accomplished with lane closures. Freeway closures will only be done during Lowest Volume Times.
** Major Holidays are defined under Item 1.82 and also include the Easter Weekend.
*** The Table above is only to be used when traffic counts do not exceed 2000 Vehicles per Lane per Hour. (The capacity of all remaining open lanes must not exceed 2000 Vehicles per Lane per Hour). When traffic counts do or will exceed 2000 Vehicles per Lane per Hour, Director of Construction, Assistant District Engineer or District Engineer approval will be required for lane closures.

Additional lanes may be closed during Off Peak Times or Lowest Times with written permission of the Engineer. Lane Closures during Off Peak Times may be started earlier or be extended later with written permission of the Engineer.
Traffic Control Plans with Lane Closures causing backups of 20 minutes or greater in duration will be modified by the Engineer.

Limit lane closures along IH 30 to the hours between 9:00 am and 3:30 pm. Work in other areas of the project is not restricted to this time frame.

Item 618:

The location of conduits and ground boxes are diagrammatic only and may be shifted to accommodate field conditions as directed.

Secure permission and approval from the proper authority prior to cutting into or removing any sidewalks or curbs for installation of this Item.

When holes are drilled through concrete structures, use a coring device. Do not use masonry or concrete drills.

Use conduit hangers for 3 inch and larger conduit when hanging conduit from structures.

Place conduit under existing pavement by an approved boring method. Do not place boring pits closer than 2 feet from the edge of the pavement unless otherwise directed. Do not use water jetting. When conduits are bored, do not exceed 18 inches in the vertical and horizontal tolerances as measured from the intended target point.

Do not use a pneumatically driven device for punching holes beneath the pavement (commonly known as a "missile").

Furnish and install a non-metallic pull rope in conduit runs in excess of 50 feet.

Use a colored cleaner-primer on all PVC to PVC joints before application of PVC cement.

Seal all conduit ends with a permanently soft, non-toxic duct seal. Use a duct seal that does not adversely affect other plastic materials or corrode metals.

General Notes

Sheet 38

Project Number: IM 0205 (153), ETC. Control: 2374-03-081, etc.

County: Dallas

Highway: IH 20

Sheet 38

Furnish and install non-metallic pull ropes in conduit installed for future use and cap using standard weather-tight conduit caps, as approved. This work will not be paid for directly, but is subsidiary to this Item.

Item 1016:

Type I Loose Aggregate for Ground Cover shall be Café River Rock, loose aggregate ranging in color from light brown and tan to dark brown and tan in color, size 1" to 2" diameter, sized as follows:

Retained on 2" sieve: 0-10%

Retained on 1 1/2" sieve: 25-30%

Retained on 1" sieve: 40-55%

Retained on 3/4" sieve: 65-85%

Place in areas shown on plans to a depth of 4".

Provide samples to the Engineer at the pre-constitution conference for approval by the State. Other decorative rock mulch may be utilized if approved by the Landscape Architect.

Outline rock mulch areas with spray paint for approval by the Engineer. Excavate 4" soil and other materials (rock, roadway debris, etc.) in locations of rock mulch.

Provide steel edging around rock mulch areas unless the rock mulch abuts an intact concrete curb. Place filter fabric under all areas of Loose Aggregate. Steel Edging and Filter fabric shall be subsidiary to this Item.

Item 1122:

Take all practicable precautions to prevent debris from being discharged into the Waters of Texas or a designated wetland. Install Best Management Practices before demolition begins and maintain them during the demolition. Remove any debris or construction material that escapes containment devices and are discharged into the restricted areas, before the next rain event or within 24 hours of the discharge.

Provide SW3P Signs. Obtain from the Engineer a copy of the project's completed TPDES Storm Water Program Construction Site Notice and signed Contractor Certification Statement. Laminate the sheets and bond with adhesive to 36" X 36" plywood sign blanks. Ensure the sheets remain dry. Apply Type C Blue reflective sheeting as the background and add the text "SW3P" in 5" white lettering, centered at the top. Attach the signs to approved temporary mounts and locate at each of the project limits just inside the right of way line at a readable height or as directed by the Engineer. If the sign cannot be placed outside the clear zone, it must adhere to the TMUTCD. SW3P signs, maintenance, and repostings (for replacement or as needed to ensure readability) will be subsidiary to Item 502.

General Notes

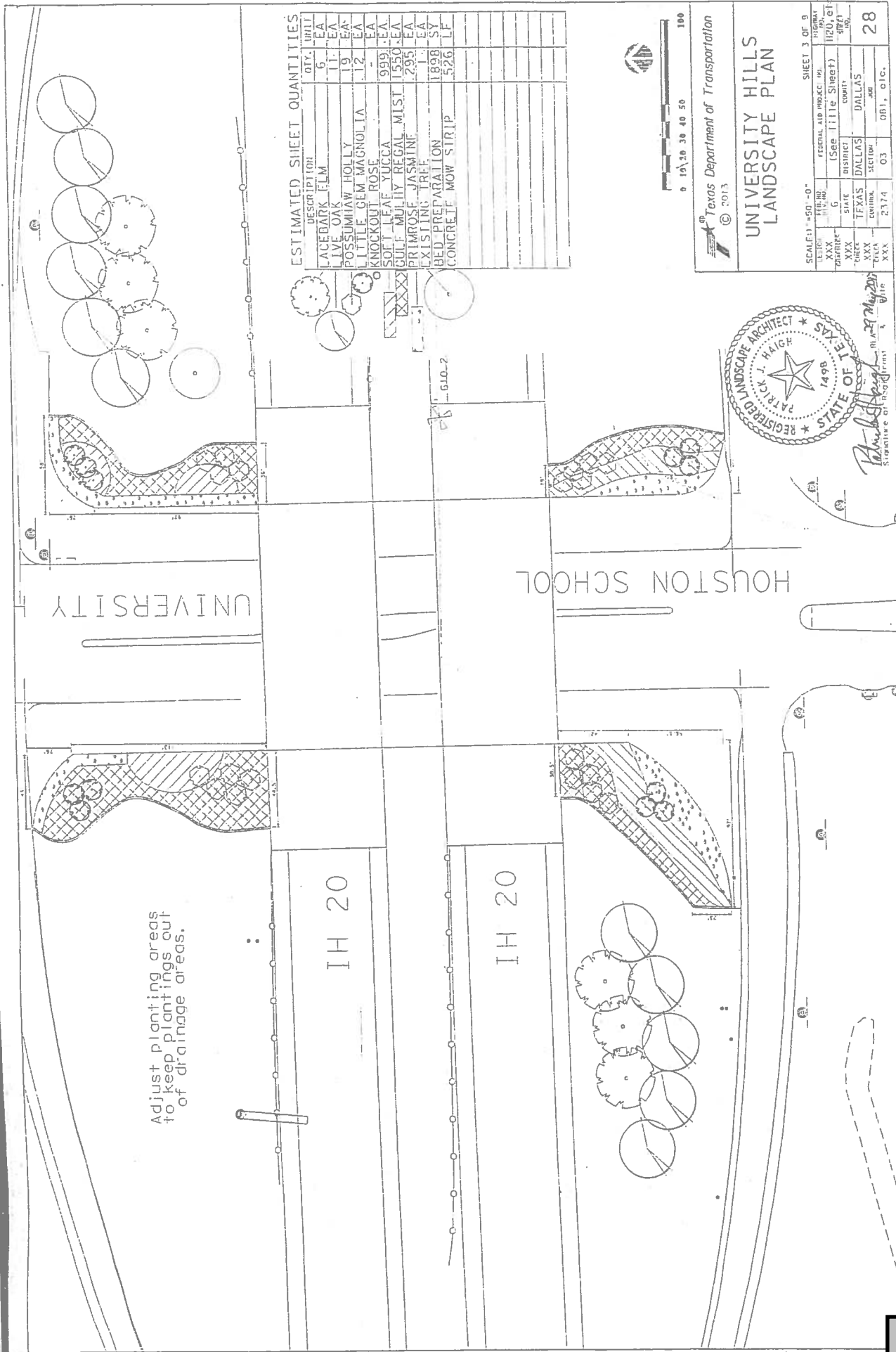
Sheet 38

ESTIMATE SUMMARY

[illegible]

ESTIMATE & QUANTITY SHEET

STATE DIST. NO.	COUNTY	PROJECT NO.	SHEET NO.
4B	DAVIES	IN 0205 (153), ETC	4



ESTIMATED SHEET QUANTITIES

DESCRIPTION	QTY.	UNIT
LACEDARK FLM	6	EA
LIVE OAK	11	EA
POSSUMIAW HOLLY	19	EA
LITTLE GEM MAGNOLIA	12	EA
KNOCKOUT ROSE	999	EA
SOFT LEAF YUCCA	1550	EA
GULF MULY REGAL MIST	295	EA
PRIMROSE JASMINE	1	EA
EXISTING TREE	1898	SY
BED PREPARATION	526	LF
CONCRETE MOW STRIP		



Texas Department of Transportation
© 2013

UNIVERSITY HILLS LANDSCAPE PLAN

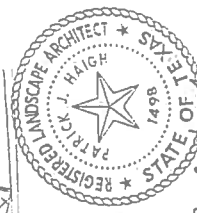
SCALE: 1" = 50' - 0"

REVISION	DATE	BY	CHKD	DESCRIPTION
XXX	10/20/13	HAIGH	HAIGH	ISSUED FOR PERMIT
XXX	10/20/13	HAIGH	HAIGH	ISSUED FOR PERMIT
XXX	10/20/13	HAIGH	HAIGH	ISSUED FOR PERMIT

SHEET 3 OF 9

FEDERAL AID PROJECT NO.	DISTRICT	COUNTY	CITY
1120, et al.	DALLAS	DALLAS	DALLAS

28



Patrick J. Haigh
Signature of Registered Professional

LANCASTER CITY COUNCIL

Agenda Communication

December 14, 2015

Consider a resolution approving the terms and conditions of an amended Interlocal Agreement by and between the cities of Desoto and Cedar Hill for the shared Jail Facility.

This request supports the City Council 2015-2016 Policy Agenda.

Goal 1: Healthy, Safe and Vibrant Community

Background

Council approved an Interlocal Agreement in October 2001 with the cities of Cedar Hill and Desoto. The entities have participated in a cooperative agreement as a shared strategy that is an economically efficient and effective benefit to the City of Lancaster in providing jail operations. The cities of Lancaster, Desoto, and Cedar Hill are full partners in the shared use of the jail facilities located in Desoto.

Considerations

- **Operational** – The City Manager's Office in collaboration with the Police Department is responsible for the oversight and management of the jail contract. The only proposed changes to this agreement are noted in underlined red format in sections 3.1 and 4.5 that govern fees for medical care of prisoners and requirements of medical intake procedures that mirror Dallas County Jail. Staff from the participating cities has recommended these changes.
- **Legal** – The resolution for the amended Interlocal Cooperation agreement was approved as to form by the City Attorney.
- **Financial** – The jail facility averages 7,000 prisoners a year with a \$350,000 cost to each participating city.
- **Public Information** – This item is being considered at a meeting of the City Council noticed in accordance with the Texas Open Meetings Act.

Options/Alternatives

1. City Council may approve the resolution
2. City Council may deny the resolution

Recommendation

Staff recommends approval of the resolution as presented.

Attachments

- Resolution
 - Interlocal Cooperation agreement
-

Submitted by:

Sam Urbanski, Assistant Chief of Police
Rona Stringfellow, Assistant City Manager

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LANCASTER, TEXAS, APPROVING THE TERMS AND CONDITIONS OF AN AMENDED INTERLOCAL COOPERATION AGREEMENT BY AND BETWEEN THE CITIES OF LANCASTER, CEDAR HILL, AND DESOTO; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT; REPEALING ALL RESOLUTIONS IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Lancaster, Texas, pursuant to the authority granted under Section 791 of the Texas Government Code and Section 271 of the Texas Local Government Code, desires to participate in the interlocal cooperative agreement; and

WHEREAS, the City Council of the City of Lancaster, Texas, is of the opinion that participation in the agreement will be highly beneficial to the taxpayers through the efficiencies and potential savings to be realized;

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

SECTION 1. That the terms and conditions of the Interlocal Agreement, attached hereto and incorporated herein by reference as Exhibit "A", having been reviewed by the City Council of the City of Lancaster and found to be acceptable and in the best interests of the City of Lancaster and its citizens is hereby in all things approved.

SECTION 2. That the City Council of the City of Lancaster, Texas hereby authorizes the City Manager to execute said agreement.

SECTION 3. That any prior Resolution of the City Council in conflict with the provisions contained in this Resolution are hereby repealed and revoked.

SECTION 4. 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 5. That this Resolution shall take effect immediately from and after its passage, and it is duly resolved.

DULY PASSED and approved by the City Council of the City of Lancaster, Texas, on this the 14th day of December, 2015.

ATTEST:

APPROVED:

Sorangel O. Arenas, City Secretary

Marcus E. Knight, Mayor

APPROVED AS TO FORM:

Robert E. Hager, City Attorney

STATE OF TEXAS §
 § **INTERLOCAL COOPERATION AGREEMENT**
COUNTY OF DALLAS §

This Interlocal Cooperation Agreement (“Agreement”) is made by and between the Cities of Lancaster, Texas and Cedar Hill, Texas, (each a “Customer”), and the City of DeSoto, Texas (“DeSoto”), (each a “Party” and collectively the “Parties”), acting by and through their authorized representatives.

RECITALS:

WHEREAS, Customer desires to use the Tri-Cities Jail Facility (“Facility”) for the handling, processing, housing and detention of persons arrested by Customer; and

WHEREAS, the Interlocal Cooperation Act, Chapter 791, Texas Government Code authorizes units of government to contract with one or more units of local government to perform governmental functions and services; and

WHEREAS, the Parties desire to enter into an agreement for Customer to use the DeSoto Tri-Cities Jail facility located at 714 E. Beltline Road (“Facility”) for the handling, processing, housing and detention of persons arrested by Customer; and

WHEREAS, it is mutually advantageous for the Customer and DeSoto to enter into this Agreement; and

WHEREAS, Customer shall make the payments required under this Agreement from current available funds;

NOW THEREFORE, in consideration of the foregoing and on the terms and conditions hereinafter set forth, and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

Article I
Purpose

The purpose of this Agreement is to permit Customer to use the Facility for the handling, processing, housing and detention of persons arrested by the Customer Police Department.

Article II
Term

2.1 The term of this Agreement shall be for a period of one (1) year commencing on October 1, 2015 (“Effective Date”) and shall automatically renew for successive terms of one (1) year each on the anniversary date of the Effective Date, unless either Party gives written notice to the other Party to terminate at least thirty (30) days prior to the expiration of the then current term.

2.2 Either Party may terminate this Agreement by giving the other Party at least thirty (30) calendar days prior written notice thereof. Any fees due and owing under this Agreement as of the effective date of termination shall be paid by Customer to DeSoto within thirty (30) calendar days after receipt of a final invoice for services rendered.

Article III Fee for Services

3.1 Customer agrees, during the term hereof, to pay DeSoto a Participation Fee to be paid in equal monthly installments ("Monthly Installments") as set forth in Paragraph 3.4 below. The Participation Fee shall be established by the DeSoto City Manager on an annual basis for each ensuing fiscal year. The Participation Fee shall be based on the projected costs of services for the total actual operating costs of the Facility divided equally among the Parties. Additionally, the Participation Fee may, at DeSoto's sole discretion, include the amount incurred by DeSoto for responding to medical emergency calls for Customer's prisoners at the Facility including the transportation of Customer's prisoners to a medical facility ("Medical Runs"). The calculation will use the previous fiscal year expenditures that were not recovered by DeSoto for the Medical Runs for Customers prisoners.

3.2 DeSoto shall provide the annual Participation Fee to Customer by July 1 of each year.

3.3 Any increase or change in the Participation Fee or other costs of services shall be effective on the forty-fifth (45th) calendar day after DeSoto provides written notice thereof to the Parties ("Notice of Fee Increase") of said increase, unless DeSoto receives written notice to terminate this Agreement from Customer prior to expiration of such forty-five (45) day period.

3.4 DeSoto shall, not later than the fifth (5th) calendar day of each calendar month, provide Customer with a written report containing the number of Customer prisoners processed into the Facility during the immediately preceding three month ("Prisoner Report") and an invoice for the Monthly Installments, or other cost of agreed services assessed for such reporting period ("Monthly Invoice").

3.5 Customer shall pay DeSoto the Monthly Invoice within thirty (30) calendar days after receipt of the Monthly Invoice.

Article IV Customer Obligations

4.1 Customer shall provide DeSoto proper bond materials, including, but not limited to, a receipt book and bond money handling instructions.

4.2 Customer authorizes DeSoto to accept, document and secure prisoner bond money until such time as an authorized representative of Customer arranges for the transfer of said bond money to Customer.

4.3 Customer authorizes DeSoto to release Customer prisoners as required by law, at DeSoto's discretion.

4.4 Customer shall comply with all DeSoto Police Department policies and procedures including standard operating procedures, general orders and special orders regarding the arrest, intake, booking and release of prisoners. DeSoto shall upon request, provide Customer with a copy of the same, including any amendments thereto.

4.5 To provide for the safety of Customer's arrestees being booked into the Facility, the following is a list of conditions that require Customer to provide medical clearance and/or treatment prior to arriving at the Facility intake:

- (a) actively detoxing person (coming off alcohol or drugs with symptoms like vomiting, diarrhea, shaking, weakness);
- (b) suspected drug or alcohol overdose (or ingesting or swallowing drugs);
- (c) head or facial trauma (injury);
- (d) altered mental status, confusion, or loss of consciousness (passing out);
- (e) respiratory distress (difficulty breathing);
- (f) chest pain (cardiac or heart attack history);
- (g) broken bone or obviously deformity of a limb;
- (h) open wounds or any active bleeding;
- (i) inability to care for self (paraplegic, quadriplegic, etc.);
- (j) pregnant female detoxing from or currently using heroin or methadone;
- (k) high-speed or rollover motor vehicle collision;
- (l) Class C deemed unsafe to proceed with being booked into the Facility for reasons including but not limited to:
 - (i) actively suicidal or psychotic; or
 - (ii) potential acute medical problem that could place arrestee at risk.

4.6 If an arrestee arrives at the Facility with a medical emergency that requires the arrestee being transferred to the emergency room prior to book-in, the arresting agency's officer will be responsible for accompanying the arrestee.

4.7 The intake booking detention officers reserve the right to refuse the booking of Customer's arrestees when, in the opinion of the booking detention officer, such arrestee possess a safety threat to themselves or others.

Article V Services

5.1 DeSoto shall provide the following prisoner services in accordance with DeSoto Police Department policies and procedures:

- (a) Intake of prisoners brought to the Facility by Customer;

- (b) Complete inventory and storage of Customer prisoner property (except for restricted property);
- (c) Create and maintain a comprehensive medical and personal history statement, including next of kin contact information for each Customer prisoner;
- (d) Photograph and fingerprint each Customer prisoner;
- (e) Handle, process house and detain each Customer prisoner in the Facility until such prisoner is transferred to another jail facility, or released on bond or by other lawful means;
- (f) Feed and clothe each prisoner;
- (g) Operate and maintain the Facility in accordance with applicable Federal, State and Local Laws; and
- (h) Transfer bond funds within seven (7) days of receipt thereof.

5.2. DeSoto shall provide adequate space and utility connections for a work area within the Facility to be equipped and maintained by Customer for the purpose of prisoner operations.

Article VI Prisoner Magistration/Arraignment

DeSoto shall insure that all Customer prisoners processed into the Facility are arraigned by a magistrate, and, when appropriate, provide an indigence hearing.

Article VII Medical and Transport Services

7.1 DeSoto may in its sole discretion refuse to accept for processing into the Facility any Customer prisoner that appears to need medical treatment or medical services.

7.2 Neither DeSoto nor Customer may consent to medical treatment of a prisoner nor admit or sign a Customer prisoner into a hospital or medical facility, or otherwise assume the financial responsibility therefore.

7.3 Customer prisoners detained for misdemeanor offense may be released from the Facility by DeSoto if Customer cannot provide transport services for a Customer prisoner under the following conditions:

- (a) Charges are pending;

- (b) Reactivation of the warrant(s) for which the prisoner is being held;
- (c) Charges filed at large; or
- (d) Charges not filed.

7.4 It shall be the Customer's responsibility of escorting and the guarding of Customer prisoners to medical facilities for medical treatment. In the event that Customer is unable to provide initial escorting and guarding of Customer prisoner to medical facilities, DeSoto shall, if staff is reasonably available, provide such; however, Customer shall assume such responsibility of guarding Customer prisoners as soon as practical thereafter.

Article VIII Indemnification

8.1 TO THE EXTENT ALLOWED BY LAW, EACH PARTY HERETO SHALL INDEMNIFY AND SAVE HARMLESS THE OTHER PARTY, ITS OFFICERS, AGENTS, AND EMPLOYEES FROM ALL SUITS, ACTIONS, LOSSES, DAMAGES, CLAIMS, OR LIABILITY OF ANY CHARACTER, TYPE, OR DESCRIPTION, INCLUDING WITHOUT LIMITING THE GENERALITY OF THE FOREGOING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES FOR INJURY OR DEATH TO ANY PERSON, OR INJURY TO ANY PROPERTY, RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ARISING OUT OF, OR OCCASIONED BY, THE ACTS OF THE PARTY, ITS OFFICERS, AGENTS, OR EMPLOYEES IN THE EXECUTION OR PERFORMANCE OF THIS AGREEMENT.

8.2 IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT, IN THE EXECUTION OF THIS AGREEMENT, NO PARTY WAIVES, NOR SHALL BE DEEMED HEREBY TO WAIVE, ANY IMMUNITY OR DEFENSE THAT WOULD OTHERWISE BE AVAILABLE TO OR AGAINST CLAIMS ARISING IN THE EXERCISE OF GOVERNMENTAL FUNCTIONS RELATING HERETO OR OTHERWISE. BY ENTERING INTO THIS AGREEMENT, THE PARTIES DO NOT CREATE ANY OBLIGATIONS EXPRESSED OR IMPLIED, OTHER THAN THOSE SET FORTH HEREIN, AND THIS AGREEMENT SHALL NOT CREATE ANY RIGHTS IN ANY PARTIES NOT SIGNATORY HERETO. THE REMEDIES OF A PARTY HERETO WITH RESPECT TO A CLAIM AGAINST ANOTHER PARTY HERETO SHALL BE IMPAIRED BY THIS AGREEMENT WHEN THE CLAIM DOES NOT ARISE FROM THE USE AND OPERATION OF THE FACILITY.

8.3 EACH PARTY AGREES TO AND ACCEPTS FULL RESPONSIBILITY FOR THE ACTS, NEGLIGENCE AND/OR OMISSIONS OF SUCH PARTY'S OFFICERS, AGENTS AND EMPLOYEES PARTY'S IN THE EXECUTION AND PERFORMANCE OF THIS AGREEMENT.

Article IX
Miscellaneous

9.1 **Assignment.** This Agreement may not be assigned by any Party hereto without the prior written consent of the other Party.

9.2 **Entire Agreement.** This Agreement represents the entire agreement among the Parties with respect to the subject matter covered by this Agreement.

9.3 **Force Majeure.** In the event that any party shall be prevented from performing any of its obligations under this Agreement by any act of God, war, riot, civil commotion, strikes, fires, flood or by the occurrence of any event beyond the control of such party, then such party shall be excused from the performance of the obligations under this Agreement but only during such period of Force Majeure.

9.4 **Governing Law.** The validity of this Agreement and any of its terms and 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 the State District Court of Dallas County, Texas.

9.5 **Amendment.** This Agreement may be amended only by a mutual written agreement signed by both Parties hereto.

9.6 **Notice.** Any notice herein required or permitted to be delivered shall be deemed received when sent in the United States Mail, postage prepaid, certified mail, return receipt requested, or by hand delivery or facsimile transmission at the address set forth below:

Customer: Opal Mauldin-Robertson, City Manager
City of Lancaster
211 N. Henry Street
P. O. Box 940
Lancaster, Texas 75146

Customer: Greg Porter, City Manager
City of Cedar Hill
285 Uptown Boulevard
Cedar Hill, Texas 75104

DeSoto: Dr. Tarron Richardson, City Manager
City of DeSoto
211 E. Pleasant Run Road
Suite A
DeSoto, Texas 75115

with copy to:
Police Chief
DeSoto Police Department
714 E. Beltline Road
DeSoto, Texas 75115

9.7 **Severability**. 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 the other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.

9.8 **Recitals**. Recitals to this Agreement are incorporated herein.

9.9 **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.

(signature page to follow)

EXECUTED this ____ day of _____, 2015.

City of DeSoto, Texas

By: _____
Tarron J. Richardson, Ph.D., City Manager

APPROVED AS TO FORM:

By: _____
Joseph J. Gorfida, Jr., City Attorney
(05-13-15/71572)

EXECUTED this ____ day of _____, 2015.

City of Lancaster, Texas

By: _____
Opal Mauldin-Robertson, City Manager

EXECUTED this ____ day of _____, 2015.

City of Cedar Hill, Texas

By: _____
Greg Porter, City Manager

LANCASTER CITY COUNCIL

Agenda Communication

December 14, 2015

Consider an ordinance disannexing the hereinafter described territory currently located in the City of Lancaster, Texas, Dallas, County, Texas and reducing the boundary limits of said City in accordance with there hereinafter described property in exhibit “A”.

This request supports the City Council 2015-2016 Policy Agenda.

Goal: Quality Development

Background

In February 2008, the Allen Development of Texas LLC requested a voluntary annexation of 658+/- acres (Ordinance 2008-02-08) of land in the extra territorial jurisdiction (ETJ) between the cities of Lancaster, Hutchins and Wilmer. The purpose of the voluntary annexation was for the purpose of including their property within the City of Lancaster corporate limits and to establish zoning and development regulations for the Dallas Logistics HUB Development.

In April 2009, the Allen Development of Texas LLC requested the city amend the annexation as Tract 23 (also referred to as DLH Master Parcel #247), Abstract No. 503 of the Jones Green Survey consists of 157.42 total acres; the City of Lancaster voluntary should have only included 55 acres of this tract. The City Council approved Ordinance 2009-04-10 to correct the property description.

This purpose of this item is to amend the boundary limits as requested in April 2009 to reflect only 55 acres of Tract 23 and the remaining portion of the property removed from the City of Lancaster boundary.

Considerations

- **Operational** – Ordinance 2008-02-08 included the meets and bounds of Jones Green Survey Abstract No. 503 with 157.42 acres. Ordinance 2009-04-10 included the meets and bounds of Jones Green Survey Abstract No. 503 with 55 acres which should be within the corporate limits of the City of Lancaster. This item is to only include the 55 acres and remove the remaining 102.42 acres will revert to Dallas County.
- **Legal** – The ordinance has been reviewed and approved as to form. Following approval, authorizing resolution was reviewed and approved as to form by the City Attorney.
- **Financial** – There are no financial aspects for this issue.

- **Public Information** – This item is being considered at a meeting of the City Council noticed in accordance with the Texas Open Meeting Act.

Options/Alternatives

1. Council may approve the ordinance as presented.
2. Council may reject the ordinance.

Recommendation

Staff recommends approval of the ordinance.

Attachments

- Ordinance
 - Ordinance 2008-02-08
 - Letter from Kimley-Horn and Associates, Inc.
 - Ordinance 2009-04-10
 - Map
-

Submitted by:

Opal Mauldin-Robertson, City Manager

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF LANCASTER, TEXAS, DISANNEXING THE HEREINAFTER DESCRIBED TERRITORY CURRENTLY LOCATED IN THE CITY OF LANCASTER, TEXAS, DALLAS COUNTY, TEXAS AND REDUCING THE BOUNDARY LIMITS OF SAID CITY IN ACCORDANCE WITH THERE HEREINAFTER DESCRIBED PROPERTY IN EXHIBIT "A"; MAKING FINDINGS OF FACT; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Lancaster, Texas is a home rule municipality authorized by chapter 43 of the Local Government Code to annex and disannex property and section 1.03 of its City Charter provides the boundaries and limits of the City shall be those as established and described in ordinances duly passed by the City Council in accordance with State law; and

WHEREAS, pursuant to section 51.001, a municipality may pass any ordinance, rule or regulation that is for the good government, peace or order of the municipality; and

WHEREAS, the City Council has determined that this ordinance would promote the peace, order and good government of the City;

WHEREAS, the City Council desires that certain property be disannexed from the City; and

WHEREAS, the property to be disannexed from the City's territorial limits is shown in the legal description and attached as Exhibit "A"; and

WHEREAS, the disannexation of the property is in the best interests of both the City and the citizens of the City of Lancaster, Texas;

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

SECTION 1. That the recitals to this ordinance are hereby incorporated into the body of this ordinance as if fully set forth in this Section and are hereby found and declared to be true and correct legislative findings and are adopted as part of this ordinance for all purposes.

SECTION 2. The property being more particularly described in Exhibit "A", consisting of __ pages, and Exhibit "B" (map) is hereby disannexed from the City of Lancaster, Texas, and that the boundary and territorial limits of the City of Lancaster, Texas are hereby amended to exclude the property as more particularly described in Exhibit "A" and Exhibit

“B”. Further, Exhibit “A” and Exhibit “B” are hereby incorporated into the body of this ordinance as if fully set forth herein and adopted for all purposes.

SECTION 3. That the official map and boundaries of the City, heretofore adopted and amended, be and hereby are amended so as to remove the subject property from the city limits of Lancaster, Texas.

SECTION 4. That all ordinances of the City of Wilmer, Dallas County, Texas, in conflict with the provisions of this ordinance be, and the same are hereby, repealed; provided, however, that all other provisions of said ordinances not in conflict with the provisions of this ordinance shall remain in full force and effect.

SECTION 5. Should any word, sentence, paragraph, subdivision, clause, phrase or section of this ordinance, as amended hereby, be adjudged or held to be void or unconstitutional, the same shall not affect the validity of the remaining portions of said ordinance, or the City of Lancaster, Texas Code of Ordinances, as amended hereby, which shall remain in full force and effect.

SECTION 6. This ordinance shall take effect immediately from and after its passage and the publication of the caption, as the law and City Charter in such cases provide.

DULY PASSED and approved by the City Council of the City of Lancaster, Texas, on this the 14th day of December, 2015.

ATTEST:

APPROVED:

Sorangel O. Arenas, City Secretary

Marcus E. Knight, Mayor

APPROVED AS TO FORM:

Robert E. Hager, City Attorney

ORDINANCE NO. 2008-02-08

AN ORDINANCE OF THE CITY OF LANCASTER, TEXAS, ANNEXING THE HEREINAFTER DESCRIBED TERRITORY TO THE CITY OF LANCASTER, DALLAS COUNTY, TEXAS, AND EXTENDING THE BOUNDARY LIMITS OF SAID CITY SO AS TO INCLUDE SAID HEREINAFTER DESCRIBED PROPERTY IN EXHIBIT "A" WITHIN SAID CITY LIMITS, AND GRANTING TO ALL THE INHABITANTS OF SAID PROPERTY ALL THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS AND BIND SAID INHABITANTS BY ALL OF THE ACTS, ORDINANCES, RESOLUTIONS, AND REGULATIONS OF SAID CITY; PROVIDING FOR A SERVICE PLAN; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Lancaster has received a request for a voluntary annexation; and

WHEREAS, Chapter 43.000 of the Texas Local Government Code and/or Charter of the City of Lancaster, Texas, a home rule municipality and incorporated city, authorizes the annexation of territory, subject to the laws of this state; and

WHEREAS, the procedures prescribed by the Texas Local Government Code and/or Charter of the City of Lancaster, Texas, and the laws of this state have been duly followed with respect to the property described in the attached Exhibit "A";

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

SECTION 1. That the property being more particularly described in Exhibit "A" (Legal Description), consisting of a total of sixteen pages, and Exhibit "B" (Location Map) is hereby annexed to the City of Lancaster, Dallas County, Texas, and that the boundary limits of the City of Lancaster be and the same are hereby amended to extend and include the above described territory within the city limits of the City of Lancaster, and the same shall hereafter be included within the territorial limits of said city, and that the official Map of the City of Lancaster, Texas, shall be hereby amended, and that the inhabitants thereof shall hereafter be entitled to all the rights and privileges of other citizens of the City of Lancaster and they shall be bound by the acts, ordinances, resolutions, and regulations of said city.

SECTION 2. That the following service plan for the area is adopted and attached as Exhibit "C."

SECTION 3. That the City Secretary is hereby directed to file with the County Clerk of Dallas, Texas, a certified copy of this ordinance.

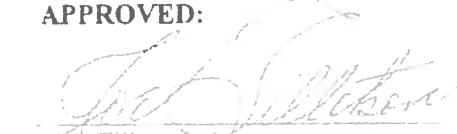
SECTION 4. That this ordinance shall take effect immediately from and after its passage and the publication of the caption as the law and charter in such cases provide.

DULY PASSED and approved by the City Council of the City of Lancaster, Texas, on this the 25th day of February 2008.

ATTEST:


Dolle K. Shane, City Secretary

APPROVED:


Joe Tillotson, Mayor

APPROVED AS TO FORM:



Robert E. Hager, City Attorney

Exhibit "A"

(Attach legal Descriptions for all of the annexed tracts)

Exhibit "A" consisting of a total of sixteen pages as follows:

Tract 21	2 pages
Tract 23 (partial)	2 pages
Tract 26	2 pages
Tract 57	2 pages
Tract 63	1 page
Tracts 67 & 68	5 pages
Tract 69	2 pages

METES AND BOUNDS

202.24 Acres

Middleton Perry Survey, Abstract No. 1128

Dallas County, Texas

BEING a tract of land situated in the Middleton Perry Survey, Abstract Number 1128, Dallas County Texas, and being all of a called 202.241 acre tract of land described in a Warranty Deed from Dallas Lancaster Corporation, to Lancaster-Pleasant Run Farms, Inc., recorded in Volume 80211, Page 154 of the Deed Records of Dallas County, Texas (hereinafter referred to as DRDCT), and being further described as held on the ground by metes and bounds as follows:

BEGINNING at a 5/8-inch iron rod with "KHA" cap set (herein after referred to as 5/8-inch iron rod set) in the intersection of the north line of Green Road and the West line of Pinto Road;

THENCE South 88°54'16" West, along the north line of Green Road, a distance of **2300.52 feet** to a 5/8-inch iron rod set in the intersection of the north line of Green Road and the east line of Alba Road;

THENCE North 00°50'44" West, along the east line of Alba Road, a distance of **680.88 feet** to a 5/8-inch iron rod set in the intersection of the east line of Alba Road and the north line of Green Road;

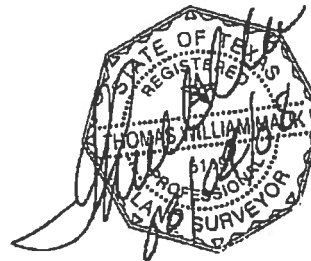
THENCE South 89°14'16" West, along the north line of Green Road, a distance of **20.00 feet** to a 5/8-inch iron rod set in the east line of a called 136 acre tract described in a Warranty Deed from Evelyn G. Roddy to Paige Elizabeth Roddy Thompson, recorded in Volume 2003021, Page 9385 - DRDCT;

THENCE North 00°50'45" West, along the east line of said
Tompson tract, a distance of **3133.70 feet** to a 5/8-inch iron rod set
in the south line of Pleasant Run Road;

THENCE North 89°20'16" East, along Pleasant Run Road, a
distance of **2316.10 feet** to a 5/8-inch iron rod set in the intersection
of the south line of Pleasant Run Road and the west line of Pinto
Road;

THENCE South 00°54'44" East, along the west line of Pinto Road,
a distance of **3797.16 feet** to the **POINT OF BEGINNING** and
containing 202.24 acres, more or less.

Bearing system based upon the Texas Coordinate System of 1983
(Grid Azimuth)



METES AND BOUNDS

157.42 Acres

Jones Green Survey, Abstract No. 503

Dallas County, Texas

BEING a tract of land situated in Jones Green Survey, Abstract No. 503, Dallas County, Texas, and being a part of a called 210.93 acre tract (hereinafter referred to as Tract 23) of land described in a Warranty Deed from Pilsner Holding Corp., to DLH Master Parcel ## 22, 23, L.P., recorded as Instrument Number 200600054973 of the Official Public Records of Dallas County, Texas (hereinafter referred to as OPRDCT), and being further described as held on the ground by metes and bounds as follows:

BEGINNING at a 5/8-inch iron rod with "KHA" cap found (hereinafter referred to as 5/8-inch iron rod found) in the intersection of the south right-of-way line of Pleasant Run Road and the west right-of-way line of Sunrise Road and the northeast corner of aforementioned Tract 23;

THENCE South 00°49'52" East, along the west line of Sunrise Road, a distance of **717.70 feet** to a point for the northeast corner of a called 2.000 acre tract described in a Warranty Deed from Kevin C. Henry and wife, Diane M. Henry to James C. Bryce and wife, Sandey J. Bryce, recorded in Volume 99009, Page 5892 - DRDCT;

THENCE with said Bryce tract the following three courses and distances:

South 89°10'08" West, a distance of **470.92 feet** to a point for corner;

South 00°49'52" East, a distance of **185.00 feet** to a point for corner;

North 89°10'08" East, a distance of **470.92 feet** to a point in the west line of Sunrise Road;

THENCE South 00°49'52" East, along the west line of Sunrise Road, a distance of **653.32 feet** to a 1/2-inch iron rod found in the west line of Sunrise Road;

THENCE South 00°55'52" East, along the west line of Sunrise Road, a distance of **1,404.67 feet more or less**, to a point in the west line of Sunrise Road and being approximately a 1000 feet more or less to the center of Greene Road called in City Ordinance No. 2005-12-37;

THENCE Westerly direction, leaving the west line of Sunrise Road and crossing the aforementioned Tract 23, a distance of **2,349.97 feet more or less**, to a point in the west property line of said Tract 23 and east line of a called 8.7728 acre tract described in a Warranty Deed from Elouise Patteson and Harold E. Patteson to Harold H. Hubbard, recorded in Volume 81116, Page 2178 - DRDCT;

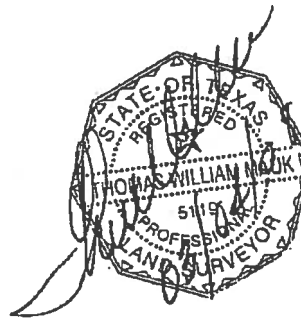
THENCE North 00°58'19" West, along the east line of said Hubbard tract, and then a called 52.45 acre tract described in a Special Warranty Deed from Susan Biggers Adams to John C. Biggers, Trustee for Rosalynn L. Biggers Estate Trust, recorded in Volume 95004, Page 2656 - DRDCT, a distance of **1,016.72 feet more or less**, to a 2-inch iron pipe found for the east common corner of said Biggers tract and a called 103.517 acre tract (hereinafter referred to as Pilsner tract) described in a Warranty Deed from Myron W. Goff, Trustee to Pilsner Holding Corp., recorded in Volume 82004, Page 370 - DRDCT;

THENCE North 00°58'19" West, along the east line of said Pilsner tract, a distance of **362.92 feet** to a 1/2-inch iron rod found with cap in the east line of said Pilsner tract;

THENCE North 01°02'40" West, along the east line of said Pilsner tract, a distance of **1,564.23 feet** to a 5/8-inch iron rod found in the south line of Pleasant Run Road;

THENCE North 89°02'08" East, along the south line of Pleasant Run Road, a distance of **2,356.71 feet** to the POINT OF BEGINNING and containing 157.42 acres, more or less.

Bearing system based upon the Texas Coordinate System of 1983, North Central Zone (Grid Azimuth)



METES AND BOUNDS

111.58 Acres

Jones Green Survey, Abstract No. 503

M. W. Spencer Survey, Abstract 1287

Dallas County, Texas

BEING a tract of land situated in the Jones Green Survey, Abstract No. 503, and the M. W. Spencer Survey, Abstract 1287, Dallas County, Texas, and being all of a called 111.578 acre tract of land described in a Warranty Deed from Myron W. Goff, to Belt Line Investment Tract, a General Partnership, recorded in Volume 84231, Page 1567 of the Deed Records of Dallas County, Texas (hereinafter referred to as DRDCT), and being further described as held on the ground by metes and bounds as follows:

BEGINNING at a 5/8-inch iron rod with "KHA" cap set (herein after referred to as 5/8-inch iron rod set) in the intersection of the south line of Greene Road and the west line of Sunrise Road;

THENCE South 00°55'23" East, along the west line of Sunrise Road, a distance of **1869.81 feet** to a 5/8-inch iron rod set in the called north line of Belt Line Road;

THENCE along the north line of Belt Line Road, the following courses and distances:

South 88°24'37" West, a distance of **427.58 feet** to a 5/8-inch iron rod set for corner;

South 51°22'37" West, a distance of **374.64 feet** to a 5/8-inch iron rod set for corner;

South 89°02'37" West, a distance of **1343.42 feet** to a 5/8-inch iron rod set for corner;

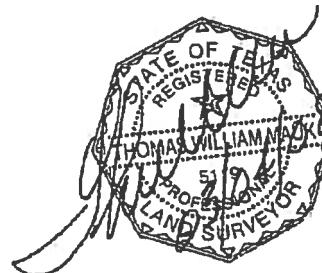
North 88°02'23" West, a distance of **153.06 feet** to a 5/8-inch iron rod set for corner;

North 55°32'23" West, a distance of **198.22 feet** to a 5/8-inch iron rod set for corner, from which a 1/2-inch iron rod found for the southwest corner of a called 10.00 acre tract described in a Warranty Deed from Wilton O. Davis to Frank Velez, Jr., recorded in Volume 80016, Page 527 – DRDCT bears **North 00°34'35" West** a distance of 81.29 feet and **South 88°46'37" West** a distance of 462.90 feet;

THENCE North 00°34'35" West, along Belt Line, the east line of said Velez tract, and then a called 5.00 acre tract described in a Warranty Deed from Wilton O. Davis to Ronnie Sims and wife, Nila Sims, recorded in Volume 80016, Page 550 – DRDCT, a distance of **1985.94 feet** to an "X" cut on a headwall in the south line of Greene Road;

THENCE North 89°10'00" East, along the south line of Greene Road, a distance of 2369.86 feet to the **POINT OF BEGINNING** and containing 111.58 acres, more or less.

Bearing system based upon the Texas Coordinate System of 1983
(Grid Azimuth)



METES AND BOUNDS

19.00 Acres

Joseph Manley Survey, Abstract No. 867

Dallas County, Texas

BEING a tract of land situated in the Joseph Manley Survey, Abstract No. 867, Dallas County Texas, being that portion of land out a called 107.42 acre tract (First Tract) of land described in Warranty Deeds from Eric Hammond Coffman and Dorothy H. Coffman to J. Lawson Goggans recorded in Volume 77001, Pages 1722 and 1730 of the Deed Records of Dallas County, Texas (hereinafter referred to as DRDCT) lying southwest of a called 10.78 acre tract (Tract 1) described in a conveyance from Dorothy H. Coffman and Hammond Coffman to Dallas Power and Light Company, recorded in Volume 69213, Page 335 - DRDCT and being all of a called 18.9969 acre tract (Tract Two) of land described in a Special Warranty Deed from Shacama, LLC to 157 AC WG/PR, LP, recorded in Document ID 200503591317 - DRDCT, and being further described as held on the ground by metes and bounds as follows:

BEGINNING at a PK nail set in the centerline of Cornell Road for the called west common corner of the Samuel Keller Survey, Abstract Number 721 and the Joseph Manley Survey, Abstract Number 867, Dallas County, Texas and also being the west common corner of said Tract Two and a called 55.4654 acre tract (Tract Four) of a land described in Special Warranty Deed from Shacama, LLC to 157 AC WG/PR, LP, recorded in Document ID 200503591317 - DRDCT, from which said spike, a 1-inch iron pipe found for the northwest corner of a called 215.6190 acre tract of land described in a Warranty Deed from Myron W. Goff to Dallas County Farm Joint Venture, recorded in Volume 90218, Page 14 - DRDCT, bears North 01°01'09" West – 2606.77

feet, North 89°17'32"East – 1755.23 feet, and North 01°07'13" West – 30.00 feet;

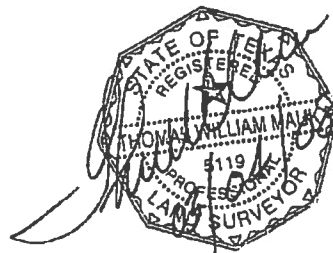
THENCE North 01°01'09" West, along the centerline of Cornell Road and the called west line of the Manley Survey a distance of **1690.13 feet** to a PK nail set for corner in the southwest line of said Dallas Power and Light tract;

THENCE South 31°01'39" East, along said southwest line a distance of **1835.93 feet** to an "X" set on the concrete pad of a transmission tower;

THENCE South 01°03'59" East, along the west line of said Dallas Power and Light tract, a distance of **112.32 feet** to a 5/8-inch iron rod with "KHA" cap set (herein after referred to as 5/8-inch iron rod set) in the called south line of the Manley Survey and being the northeast corner of said Tract Four;

THENCE South 89°43'51" West, along north line of said Tract Four and the called common south line of the Manley Survey and the north line of the Keller Survey, a distance of **918.37 feet** to the **POINT OF BEGINNING** and containing 19.00 acres, more or less of which 0.96 acres lie within Cornell Road, assuming a 50 foot wide right of way, leaving 18.04 net acres.

Bearing system based upon the Texas Coordinate System of 1983 (Grid Azimuth)



METES AND BOUNDS

10.007 Acres

Middleton Perry Survey, Abstract No. 1128

City of Lancaster, Dallas County, Texas

BEING a tract of land situated in the Middleton Perry Survey, Abstract Number 1128, Dallas County Texas, a portion of which being in the city of Lancaster, and being all of a called 10.00 acre tract of land described in a Warranty Deed from Wilton O. Davis to Frank Velez, Jr., recorded in Volume 80016, Page 527, Deed Records of Dallas County, Texas (hereinafter referred to as DRDCT), with the herein described tract of land being further described as held on the ground by metes and bounds as follows:

BEGINNING at an iron rod found in the north right of way line of Belt Line Road as shown on Dallas County Right of Way map and the south common corner of the Frank Velez 40.00 acre and 10.00 acre tracts;

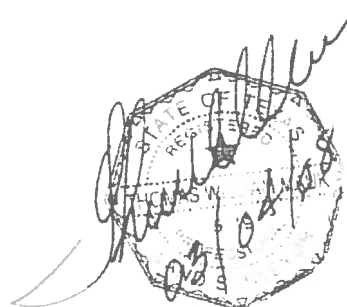
THENCE North 00°35'39" West, leaving the said north line of Belt Line Road, along the common line of the Frank Velez 40.00 acre and 10.00 acre tracts, a distance of **941.37 feet** to a 5/8-inch iron rod set in the south line of a tract of land to H. Richard Kernekin, recorded in Volume 82090, Page 2284-DRDCT;

THENCE North 88°45'17" East, along the north line of 10.00 acre Velez tracts, a distance of **463.19 feet** to a 5/8-inch iron rod set in the west line of a called 111.578 acre tract of land described in a Warranty Deed from Myron W. Goff to Belt Line Investment Tract, recorded in Volume 84231, Page 1567 - DRDCT;

THENCE South 00°34'35" East, along the west line of said Belt Line Investment Tract and the east line of said 10.00 acre Velez tract, a distance of **941.56 feet** to a 5/8-inch iron rod set in the north right of way line of Belt Line Road,

THENCE South 88°46'37" West, along the said north line of Belt Line Road and the south line of said 10.00 acre Velez tract, a distance of **462.90 feet** to the **POINT OF BEGINNING** and containing 10.007 acres, more or less.

Bearing system based upon the Texas Coordinate System of 1983 (Grid Azimuth)



METES AND BOUNDS

Tracts 67 and 68

206.2 Acres

Allanson Dowdy Survey, Abstract No. 388

Margaret H. Lavender Survey, Abstract No. 766

City of Lancaster, Dallas County, Texas

BEING a tract of land situated in the Allanson Dowdy Survey, Abstract No. 388, and the Margaret H. Lavender Survey, Abstract No. 766, Dallas County, Texas, and being a portion of a called 112.75 acre tract of land (the remainder of which is hereinafter referred to as Tract 67) described in a Warranty Deed from Edith Roddy Jenkins and L.W. Jenkins to Burton Roddy, James Roddy and Lawrence Roddy, recorded in Volume 4420, Page 125 of the Deed Records of Dallas County, Texas (hereinafter referred to as DRDCT), and also being all of a called 100 acre tract of land (hereinafter referred to as Tract 68) described in a Warranty Deed from Burton C. Roddy and James H. Roddy to Laurence O. Roddy, recorded in Volume 4419, Page 449 - DRDCT, with the herein described tract of land being further described as held on the ground by metes and bounds as follows:

COMMENCING at a 5/8-inch iron rod with "KHA" cap set (herein after referred to as 5/8-inch iron rod set) for the northwest corner of a called 86 acre tract of land (the remainder of which is hereinafter referred to as Tract 66) described in a Judgment for Edith A. Roddy, Grace E. Roddy, Burton C. Roddy, James M. Roddy, Mary R. Roddy and Lawrence O. Roddy, recorded in Volume 889, Page 504 - DRDCT, and being in the intersection of the south line of Belt Line Road as shown on Dallas County Right of Way map with the east line of Lancaster Airport Addition, an addition to the City of Lancaster, according to the plat

thereof, recorded in Volume 97173, Page 5853 – DRDCT, from which said 5/8-inch iron rod, a 1/2-inch iron rod found for a northern corner of said Airport Addition bears North $40^{\circ}13'52''$ West, 4.52 feet and South $88^{\circ}24'32''$ West, 167.16 feet;

THENCE along the south line of Belt Line Road as shown on Dallas County Right of Way map, then as dedicated by Right-of-Way Deed from Edith Roddy Jenkins, et vir, L.W. Jenkins, James M. Roddy, Mary Roddy Hubbard, et vir, Jim Hubbard, Lawrence O. Roddy, Burton C. Roddy, and B.C. Roddy to the County of Dallas, recorded in Volume 3718, Page 214 – DRDCT, and then as dedicated by Right-of-Way Deed from B.C. Roddy to the County of Dallas, recorded in Volume 3718, Page 209 – DRDCT, the following courses and distances:

North $88^{\circ}40'55''$ East, a distance of **407.35 feet** to a 5/8-inch iron rod set for corner;

North $88^{\circ}40'55''$ East, a distance of **57.90 feet** to a 5/8-inch iron rod set for corner;

Along a curve to the right, through a central angle of $4^{\circ}58'00''$, having a **radius of 5679.65 feet**, and a chord bearing and distance of **South $88^{\circ}50'05''$ East, 492.18 feet**, an arc length of 492.33 feet to a 5/8-inch iron rod set for corner;

South $85^{\circ}42'50''$ East, a distance of **254.00 feet** to a 5/8-inch iron rod set for corner;

Along a curve to the left, through a central angle of $5^{\circ}09'54''$, having a **radius of 5779.65 feet**, and a chord bearing and distance of **South $88^{\circ}17'47''$ East, 520.82**

feet, an arc length of 521.00 feet to a 5/8-inch iron rod set for corner;

North 89°07'40" East, a distance of 370.68 feet to a 5/8-inch iron rod set for the northwest corner of Tract 67 and the POINT OF BEGINNING of the herein described tract of land;

North 89°07'40" East, a distance of 711.12 feet to a 5/8-inch iron rod set for corner;

Along a curve to the right, through a central angle of 14°39'44", having a radius of 1860.08 feet, and a chord bearing and distance of South 83°32'12" East, 474.70 feet, an arc length of 476.00 feet to a 5/8-inch iron rod set for corner;

South 76°12'20" East, a distance of 331.30 feet to a 5/8-inch iron rod set for corner;

Along a curve to the left, through a central angle of 13°00'29", having a radius of 1960.08 feet, and a chord bearing and distance of South 84°07'06" East, 444.04 feet, an arc length of 445.00 feet to a 5/8-inch iron rod set for corner;

North 89°22'40" East, a distance of 135.32 feet to a 5/8-inch iron rod found for the northwest corner of a called 47.97 acre tract of land (hereinafter referred to as Tract 69) described in a Warranty Deed from Burton Roddy, Edith Roddy Jenkins, and husband L.W. Jenkins, James Roddy and Lawrence Roddy to Mrs. Jim Hubbard, recorded in Volume 4430, Page 259 - DRDCT;

THENCE South 00°47'31" East, along the west line of Tract 69, a distance of **1754.00 feet** to a 5/8-inch iron rod found for the southwest corner of said Tract 69 and being in the northwest line of Tract 68;

THENCE North 58°32'29" East, along the northwest line of Tract 68 and the southeast line of Tract 69, a distance of **2116.00 feet** to a 5/8-inch iron rod found for the east corner of said Tract 69 called to be in the west line of Sunrise Road, a called 40 foot wide right of way, said rod also being the north corner of Tract 68;

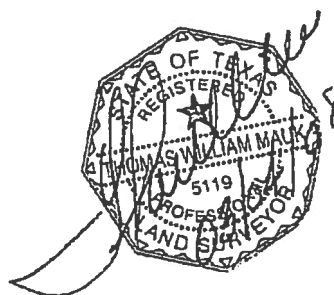
THENCE South 31°17'11" East, along the northeast line of Tract 68 and generally with Sunrise Road, a distance of **1166.11 feet** to a 5/8-inch iron rod set for corner;

THENCE South 58°49'44" West, along the southeast line of Tract 68, the northwest line of a called 20.50 acre tract of land (Tract III) described in a Special Warranty Deed from Schlachter Realty, LTD. to Mona Louise Schlachter, recorded in Volume 2003173, Page 2255 – DRDCT, and the northwest line of a called 235.906 acre tract of land described in a Warranty Deed from R.M. Head, R.B. Head, W.D. Fridge, Ralph E. Williams, Charles W. Waldrop, Jr., and Charles B. Edwards to O.B. Curry, recorded in Volume 77056, Page 208 – DRDCT, a distance of **3751.65 feet** to a 5/8-inch iron rod set for an eastern corner of said Airport Addition;

THENCE North 30°50'22" West, along the northeast line of said Airport Addition and the southwest lines of Tract 68 and Tract 67, a distance of **2502.29 feet** to a 5/8-inch iron rod set for the southern common corner of tracts 66 & 67 and also, being an eastern corner of said Airport Addition;

THENCE North 00°50'22" West, along the west line of Tract 67, a distance of 1605.23 feet to the POINT OF BEGINNING and containing 206.2 acres, more or less.

Bearing system based upon the Texas Coordinate System of 1983 (Grid Azimuth)



BEING a tract of land situated in the M.L. Swing Survey, Abstract Number 1444, and the Allanson Dowdy Survey, Abstract Number 388, Dallas County Texas, and being all of a called 51.44 acre tract of land described in a Warranty Deed from Burton Roddy, Edith Roddy Jenkins, and Husband L.W. Jenkins, James Roddy and Lawrence Roddy to Mrs. Jim Hubbard recorded in Volume 4430, Page 259 of the Deed Records of Dallas County, Texas (hereinafter referred to as DRDCT), save and except a portion of which being included in a Right-of-Way Deed from B.C. Roddy, Burton C. Roddy and James M. Roddy to the County of Dallas recorded in Volume 3718, Page 205 – DRDCT, with the herein described tract of land being further described as held on the ground by metes and bounds as follows:

BEGINNING at a 5/8-inch iron rod with "KHA" cap set (herein after referred to as 5/8-inch iron rod set) for the northwesterly cutback corner of the intersection of the south Right-of-Way of Beltline Road with the west Right-of-Way of Sunrise Road, as currently built on the ground and related to said Right-of-Way Deed by concurrent Dallas County Right-of-Way strip map;

THENCE along said cutback corner, **South 64°16'00" East**, a distance of **168.00 feet** to a 5/8-inch iron rod set for the southeasterly cutback corner of said Right-of-Way;

THENCE along the east line of said deed to Mrs. Jim Hubbard and called to be the west line of 40 foot wide Sunrise Road, a bearing of **South 29°30'30" East**, a distance of **731.53 feet** to a 5/8-inch iron rod set for the common northeast corner of said Hubbard tract and a called 100 acre tract described in a Warranty Deed from Burton C. Roddy and James W. Roddy to Laurence O. Roddy recorded in Volume 4419, Page 449 – DRDCT and being in the commonly called south line of afore mentioned Swing Survey and the north line of the Margaret H. Lavender Survey, Abstract Number 766;

THENCE along said common lines and then also the commonly called south line of the Allanson Dowdy Survey, Abstract 388, a bearing of **South 59°44'30" West**, a distance of **2116.00 feet** to a 5/8-inch iron rod set for the southwest corner of the herein described tract;

THENCE along the west line of the herein described tract and the east line of the remaining portion of a called 112.75 acre tract described in a Warranty Deed from Edity Roddy Jenkins and husband, L.W. Jenkins to Burton Roddy, James Roddy and Lawrence Roddy recorded in Volume 4420, Page 125 – DRDCT, a bearing of **North 00°24'30" East**, a distance of **1754.00 feet** to a 5/8-inch iron rod set at the intersection with the south line of aforementioned Right-of-Way;

THENCE along the south line of said Right-of-Way and 50 foot south of and parallel to the center line of the 25 foot wide asphalt paving of Beltline Road, a bearing **South 89°45'30" East**, and a distance of **976.99 feet** to a 5/8-inch iron rod set for the beginning of a curve to the left,

THENCE continuing along said south Right-of-Way and with the curve to the left, through a central angle of $9^{\circ}35'16''$, having a radius of 1960.08 feet, a chord bearing and distance of North $85^{\circ}26'52''$ East, 327.61 feet, and an arc length of 328.00 feet to the **POINT OF BEGINNING** and containing 47.853 acres, more or less.

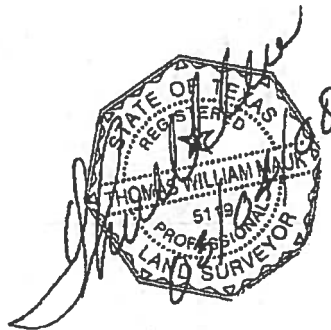
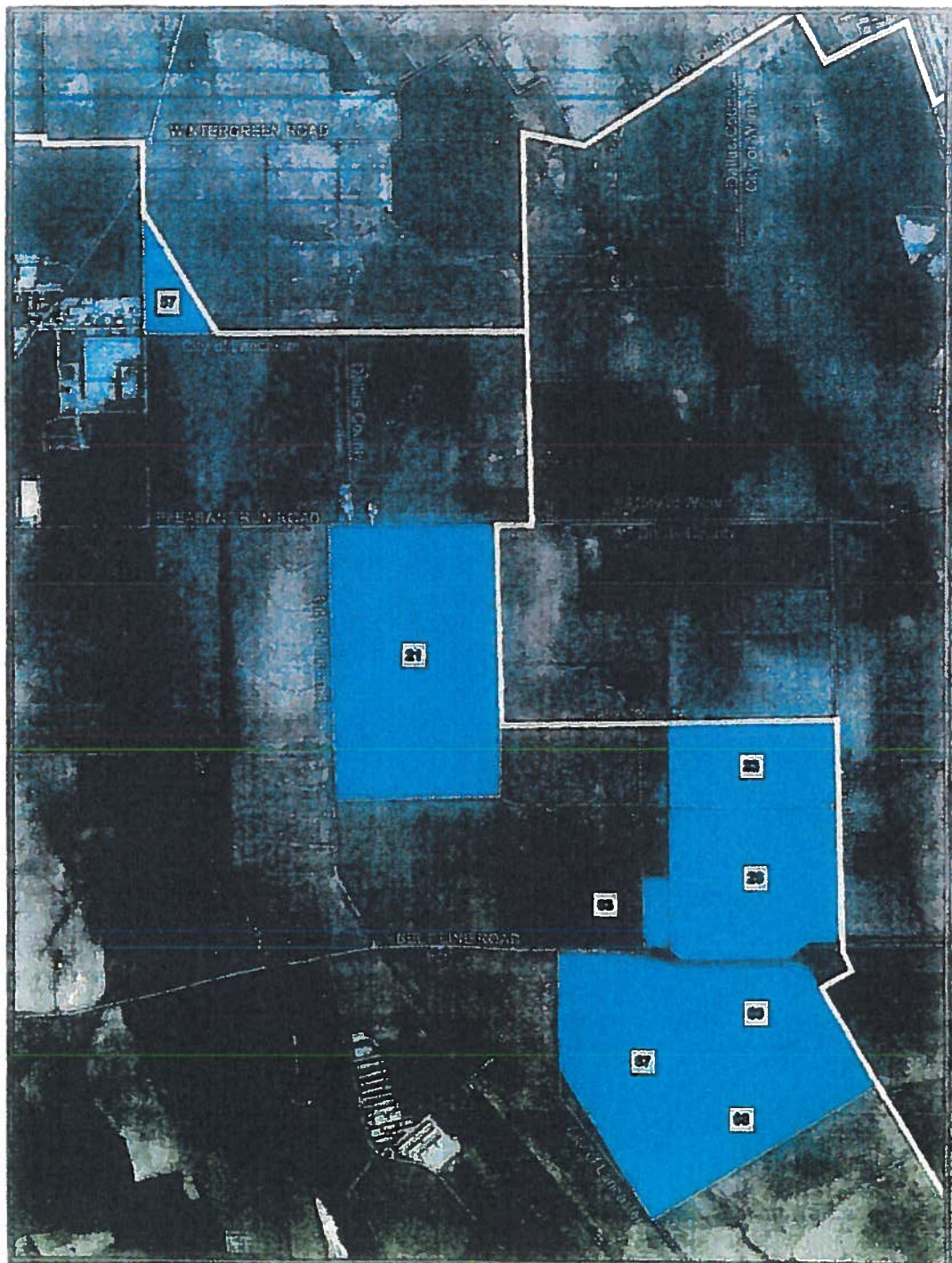


Exhibit "B"



Lancaster Proposed Annexation Plan

Map scale bar and legend on the left, and the **DALLAS** LOGISTICS HUB logo on the right.

Exhibit "C"

**CITY OF LANCASTER, TEXAS
SERVICE PLAN FOR ANNEXED AREA**

2008-02-08

ANNEXATION ORDINANCE NO. _____

DATE OF ANNEXATION ORDINANCE: _____ **February 25, 2008**

ACREAGE ANNEXED: _____ **658+ acres**

A component of the City of Lancaster, Texas 2002 Comprehensive Plan and a mutual boundary agreement with the Cities of Wilmer and Hutchins is the annexation of the Ultimate Development Area to define the boundaries of the City. The intent of this annexation and subsequent annexations is to assure continued, attractive, and efficient growth.

Municipal services shall be provided to the annexed tract(s) of land, by the City of Lancaster, Texas, in accordance with the following provisions and V.T.C.A., Local Government Code, Section 43.056.

A. POLICE PROTECTION:

1. Police personnel and equipment from the Lancaster Police Department shall be provided to the area annexed on the effective date of this ordinance.
2. Police protection services shall be provided at a level of services equal to current services available in the City, or equal to the level of services available in other parts of the City with topography, land use and population density similar to those contemplated or projected in the annexed area, whichever is applicable.

B. FIRE PROTECTION:

1. Fire protection and Emergency Medical Services (EMS) from the Lancaster Fire Department shall be provided to the area on the effective date of this ordinance.
2. Fire protection services shall be provided at a level of services equal to current services available in the City, or equal to the level of services available in other parts of the City with topography, land use and population density similar to those contemplated or projected in the annexed area, whichever is applicable.

C. FIRE PREVENTION:

The services of the City of Lancaster Fire Marshall shall be provided to the area upon the effective date of this ordinance.

D. SOLID WASTE COLLECTION:

1. Solid waste collection shall be provided to the area annexed upon the effective date of this ordinance.
2. Solid waste collection services shall be provided at a level of services at least equal to current services available in the City, or equal to the level of services available in other parts of the City with topography, land use and population density similar to those contemplated or projected in the annexed area, whichever may be applicable.
3. The collection of refuse from individual properties shall be made in accordance with the usual Sanitation Department scheduling. Residential customers may utilize the Dallas County Landfill in accordance with City ordinances.

E. WATER SERVICE:

1. For portions of the annexed area within the City of Lancaster legally certificated area (CCN) the City of Lancaster shall provide water services to this annexed area by any of the methods by which it extends the services to any other area of the municipality. For new development, the City of Lancaster requires developers to construct the necessary infrastructure to meet the needs of the development. This requirement may also include off-site improvements.
2. For portions of the annexed area within the City of Lancaster legally certificated area (CCN), the City of Lancaster shall allow the provision of extensions of water facilities to the areas annexed on the effective date of this ordinance. Such extensions shall be in accordance with Section 14.112 of the Lancaster Development Code, City of Lancaster, and as amended.
3. Connection to existing city water mains for water service will be provided in accordance with existing City Policies. Upon connection to existing mains, water will be provided at rates established by City Ordinance.
4. For portions of the annexed area within the City of Lancaster legally certificated area (CCN), water services shall be provided at a level of services at least equal to current services available in the City, or equal to the level of services available in other parts of the City with topography, land use and population density similar to those contemplated or projected in the annexed area, whichever may be applicable.
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6. Maintenance of private lines will be the responsibility of the owner or occupant.
7. Where other water districts provide water service, the development shall still meet the City of Lancaster standards for the sizing and construction of utilities.

F. SANITARY SEWER SERVICE:

1. The City of Lancaster shall provide sewer services to this annexed area by any of the methods by which it extends the services to any other area of the municipality. For new development, the City of Lancaster requires developers to construct the necessary infrastructure to meet the needs of the development. This requirement may also include off-site improvements.
2. Connection to existing city sanitary sewer mains for sewage service will be provided in accordance with existing City Policies. Upon connection to existing mains, sanitary sewer collection will be provided at rates established by City Ordinances.
3. Sanitary sewer services shall be provided at a level of services at least equal to current services available in the City, or equal to the level of services available in other parts of the City with topography, land use and population density similar to those contemplated or projected in the annexed area, whichever may be applicable.
4. Sanitary sewer mains and lift stations installed or improved to City Standards within the annexed area which are located within dedicated easement, rights-of-way, or any other acceptable location approved by the City Engineer, shall be maintained by the City of Lancaster upon the effective date of this ordinance.

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1. Emergency street maintenance shall be provided for publicly dedicated streets or roads within the areas annexed upon the effective date of this ordinance. Routine maintenance will be scheduled as part of the City's annual street maintenance program in accordance with the then current policies and procedures defined by ordinance.
2. Street services shall be provided at a level of services at least equal to current services available in the City, or equal to the level of services available in other parts of the City with topography, land use and population density similar to those contemplated or projected in the annexed area, whichever may be applicable.

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construct hike/bike trails in keeping with the Parks and Open Space Master Plan, Hike and Bike Trails Master Plan and Streetscape Master Plan. Additionally, new developments must still satisfy the parkland dedication requirements that call for land or fees in lieu of land for park.

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practices. The period for construction of CIP projects may be amended if construction is proceeding with all deliberate speed.

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Kimley-Horn
and Associates, Inc.

Suite 1800
12700 Park Central Drive
Dallas, Texas
75251

March 9, 2009

City of Lancaster
211 N. Henry Street
Lancaster, Texas 75146
Attention: Ms. Kathy Nilssen, Senior Planner

**Re: Dallas Logistics Hub
Zoning Request – 55.5 ± Acre Southern Portion of Tract 23
City of Lancaster, Texas**

Dear Ms. Nilssen:

On behalf of Allen Development of Texas, LLC, Kimley-Horn and Associates, Inc., is submitting this request for zoning of the 55.5 ± Acre Southern Portion of Tract 23 to Logistics Port B per PD 2008-03-12. The subject tract lies within the proposed Dallas Logistics Hub development located in the cities of Dallas, Hutchins, Lancaster, and Wilmer, Texas. This zoning request accompanies a voluntary request for annexation for the same 55.5 ± Acre Southern Portion of Tract 23 (also referred to as DLH Master Parcel #247).

This submittal is being made as a correction to an erroneous annexation, and therefore invalid zoning, of the subject tract. We understand from our discussions with city staff, considering the nature of this submittal and that development fees have already been paid for the 55.5 ± Acre Southern Portion of Tract 23, additional fees are waived for this submittal.

Please see the attached exhibit and legal description for more information. Please refer to the accompanying Voluntary Annexation Request for information regarding the proposed annexation of this property.

We are pleased to be partners with the City of Lancaster in the ongoing efforts for the Dallas Logistics Hub and look forward to working together on new and exciting development to come. If you have any questions or comments regarding this request, please feel free to contact me at josh.pettijohn@kimley-horn.com or (972) 770-1300.

Sincerely,

Kimley-Horn and Associates, Inc.

A handwritten signature in blue ink that reads "Joshua Pettijohn".

Joshua Pettijohn, EIT
Project Manager



cc: Rona Stringfellow, Director of Development Services, City of Lancaster
Malcolm Oliver, Development Coordinator, City of Lancaster
Dan McAuliffe, Allen Development of Texas, LLC

Attachments: Southern Portion of Tract 23 Zoning Plan
Southern Portion of Tract 23 Legal Description
CD with Annexation & Zoning Plan .pdf files
Zoning Application

TEL 972 770 1300
FAX 972 239 3820

ORDINANCE NO. 2009-04-10

AN ORDINANCE OF THE CITY OF LANCASTER, TEXAS, ANNEXING THE HEREINAFTER DESCRIBED TRACT OF LAND OF APPROXIMATELY 55.5 ACRES INTO THE CITY OF LANCASTER, DALLAS COUNTY, TEXAS, AND EXTENDING THE BOUNDARY LIMITS OF SAID CITY SO AS TO INCLUDE SAID PROPERTY, HEREINAFTER DESCRIBED IN EXHIBIT "A", WITHIN THE CITY LIMITS AND GRANTING TO ALL THE INHABITANTS AND OWNERS OF SAID PROPERTY ALL THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS AND BINDING ALL INHABITANTS BY ALL OF THE ACTS, ORDINANCES, RESOLUTIONS, AND REGULATIONS OF SAID CITY; PROVIDING FOR A SERVICE PLAN; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Lancaster has received a request for a voluntary annexation; and

WHEREAS, Chapter 43.000 of the Texas Local Government Code and/or Charter of the City of Lancaster, Texas, a home rule municipality and incorporated city, authorizes the annexation of territory, subject to the laws of the state; and

WHEREAS, the procedures prescribed by the Texas Local Government Code and/or Charter of the City of Lancaster, Texas, and the laws of this state have been duly followed with respect to the property described in the attached Exhibit "A".

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

SECTION 1: That the property being more particularly described in Exhibit "A" (Legal Description), consisting of a total of one page, and Exhibit "B" (Location Map) is hereby annexed to the City of Lancaster, Dallas County, Texas, and that the boundary limits of the City of Lancaster be and the same hereby amended to extend and include the above described territory within the city limits of the City of Lancaster, and that the official Map of the City of Lancaster, Texas, shall be hereby amended, and that the inhabitants thereof shall hereafter be entitled to all the rights and privileges of other citizens of the City of Lancaster and they shall be bound by the acts, ordinances, resolutions and regulations of said city. Said 55.516 acres of land situated in Dallas County, Texas, is more fully described in Exhibit "A" and depicted in Exhibit "B", attached hereto and made a part hereof the same as if copied in full herein.

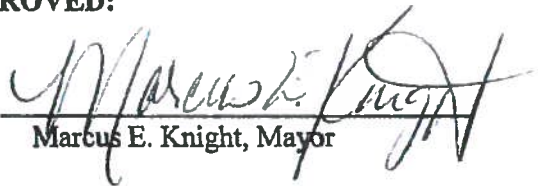
SECTION 2: That the annexation service plan required by Chapter 43 of the Texas Local Government Code is approved and attached hereto as Exhibit "C".

SECTION 3: That the City Secretary is hereby directed to file with the County Clerk of Dallas, Texas, a certified copy of this ordinance.

SECTION 4: That this ordinance shall take effect immediately from and after its passage and the publication of the caption 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 13th day of April, 2009.


APPROVED:

By: 
Marcus E. Knight, Mayor

ATTEST:

By: 
Dolle K. Shane, City Secretary

APPROVED AS TO FORM:

By: 
Robert E. Hager, City Attorney

METES AND BOUNDS

55.516 Acres

Jones Green Survey, Abstract No. 503
Dallas County, Texas

BEING a tract of land situated in Jones Green Survey, Abstract No. 503, Dallas County, Texas, and being a part of a called 210.93 acre tract (hereinafter referred to as Tract 23) of land described in a Warranty Deed from Pilsner Holding Corp., to DLH Master Parcel ## 22, 23, L.P., recorded as Instrument Number 200600054973 of the Official Public Records of Dallas County, Texas (hereinafter referred to as OPRDCT), and being further described as held on the ground by metes and bounds as follows:

BEGINNING at a 5/8-inch iron rod with "KHA" cap set (herein after referred to as 5/8-inch iron rod set) at the intersection of the west line of Sunrise Road and the north line of Green Road;

THENCE South 88°57'56" West, along the north line of Green Road, a distance of **2361.50 feet** to a 5/8-inch iron rod set at a southerly corner of a called 8.7728 acre tract described in a Warranty Deed from Elouise Patteson and Harold E. Patteson to Harold H. Hubbard, recorded in Volume 81116, Page 2178 - DRDCT;

THENCE North 00°58'19" West, along the east line of said Hubbard tract, a distance of **1030.97 feet** to a 5/8-inch iron rod set at the northeast corner of called 8.7728 acre tract;

THENCE North 89°07'26" East, a distance of **2349.94 feet** to a 5/8-inch iron rod set on the west line of Sunrise Road;

THENCE South 00°55'52" East, along the west line of Sunrise Road, a distance of **445.51 feet** to a 5/8-inch iron rod set in the west line of Sunrise Road at a "T" intersection with Green Road;

THENCE South 02°08'51" East, along the west line of Sunrise Road, a distance of **579.08 feet** to the POINT OF BEGINNING and containing 55.516 acres, more or less.

Bearing system based upon the Texas Coordinate System of 1983 (Grid Azimuth)

A handwritten signature in blue ink, appearing to read "Hubbard", with the date "09/30/08" written below it.



Tract 23

Corner of Greene Rd & Sunrise Rd



- Tract 23
- City Limits
- Parcels



Exhibit B

Exhibit "C"

**CITY OF LANCASTER, TEXAS
SERVICE PLAN FOR ANNEXED AREA**

ANNEXATION ORDINANCE NO. _____

DATE OF ANNEXATION ORDINANCE: _____

ACREAGE ANNEXED: _____ 55.5+ acres _____

A component of the City of Lancaster, Texas 2002 Comprehensive Plan and a mutual boundary agreement with the Cities of Wilmer and Hutchins is the annexation of the Ultimate Development Area to define the boundaries of the City. The intent of this annexation and subsequent annexations is to assure continued, attractive, and efficient growth.

Municipal services shall be provided to the annexed tract(s) of land, by the City of Lancaster, Texas, in accordance with the following provisions and V.T.C.A., Local Government Code, Section 43.056.

A. POLICE PROTECTION:

1. Police personnel and equipment from the Lancaster Police Department shall be provided to the area annexed on the effective date of this ordinance.
2. Police protection services shall be provided at a level of services equal to current services available in the City, or equal to the level of services available in other parts of the City with topography, land use and population density similar to those contemplated or projected in the annexed area, whichever is applicable.

B. FIRE PROTECTION:

1. Fire protection and Emergency Medical Services (EMS) from the Lancaster Fire Department shall be provided to the area on the effective date of this ordinance.
2. Fire protection services shall be provided at a level of services equal to current services available in the City, or equal to the level of services available in other parts of the City with topography, land use and population density similar to those contemplated or projected in the annexed area, whichever is applicable.

C. FIRE PREVENTION:

The services of the City of Lancaster Fire Marshall shall be provided to the area upon the effective date of this ordinance.

D. SOLID WASTE COLLECTION:

1. Solid waste collection shall be provided to the area annexed upon the effective date of this ordinance.
2. Solid waste collection services shall be provided at a level of services at least equal to current services available in the City, or equal to the level of services available in other parts of the City with topography, land use and population density similar to those contemplated or projected in the annexed area, whichever may be applicable.
3. The collection of refuse from individual properties shall be made in accordance with the usual Sanitation Department scheduling. Residential customers may utilize the Dallas County Landfill in accordance with City ordinances.

E. WATER SERVICE:

1. For portions of the annexed area within the City of Lancaster legally certificated area (CCN) the City of Lancaster shall provide water services to this annexed area by any of the methods by which it extends the services to any other area of the municipality. For new development, the City of Lancaster requires developers to construct the necessary infrastructure to meet the needs of the development. This requirement may also include off-site improvements.
2. For portions of the annexed area within the City of Lancaster legally certificated area (CCN), the City of Lancaster shall allow the provision of extensions of water facilities to the areas annexed on the effective date of this ordinance. Such extensions shall be in accordance with Section 14.112 of the Lancaster Development Code, City of Lancaster, and as amended.
3. Connection to existing city water mains for water service will be provided in accordance with existing City Policies. Upon connection to existing mains, water will be provided at rates established by City Ordinance.
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5. Water mains installed or improved to City standards within the annexed area which are part of the City of Lancaster water system and are located within dedicated easements, rights-of-way, or any other acceptable location approved by the City Engineer, shall be maintained by the City of Lancaster upon the effective date of this ordinance.
6. Maintenance of private lines will be the responsibility of the owner or occupant.

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F. SANITARY SEWER SERVICE:

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G. STREETS:

1. Emergency street maintenance shall be provided for publicly dedicated streets or roads within the areas annexed upon the effective date of this ordinance. Routine maintenance will be scheduled as part of the City's annual street maintenance program in accordance with the then current policies and procedures defined by ordinance.
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H. PARKS AND RECREATION:

1. The City of Lancaster shall provide parks and recreation services to this annexed area by any of the methods by which it extends the services to any other area of the municipality. For new development, the City of Lancaster requires developers to construct hike/bike trails in keeping with the Parks and Open Space Master Plan, Hike and Bike Trails Master Plan and Streetscape Master Plan. Additionally, new

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Exhibit "C"

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DATE OF ANNEXATION ORDINANCE: _____

ACREAGE ANNEXED: _____ 55.5+ acres

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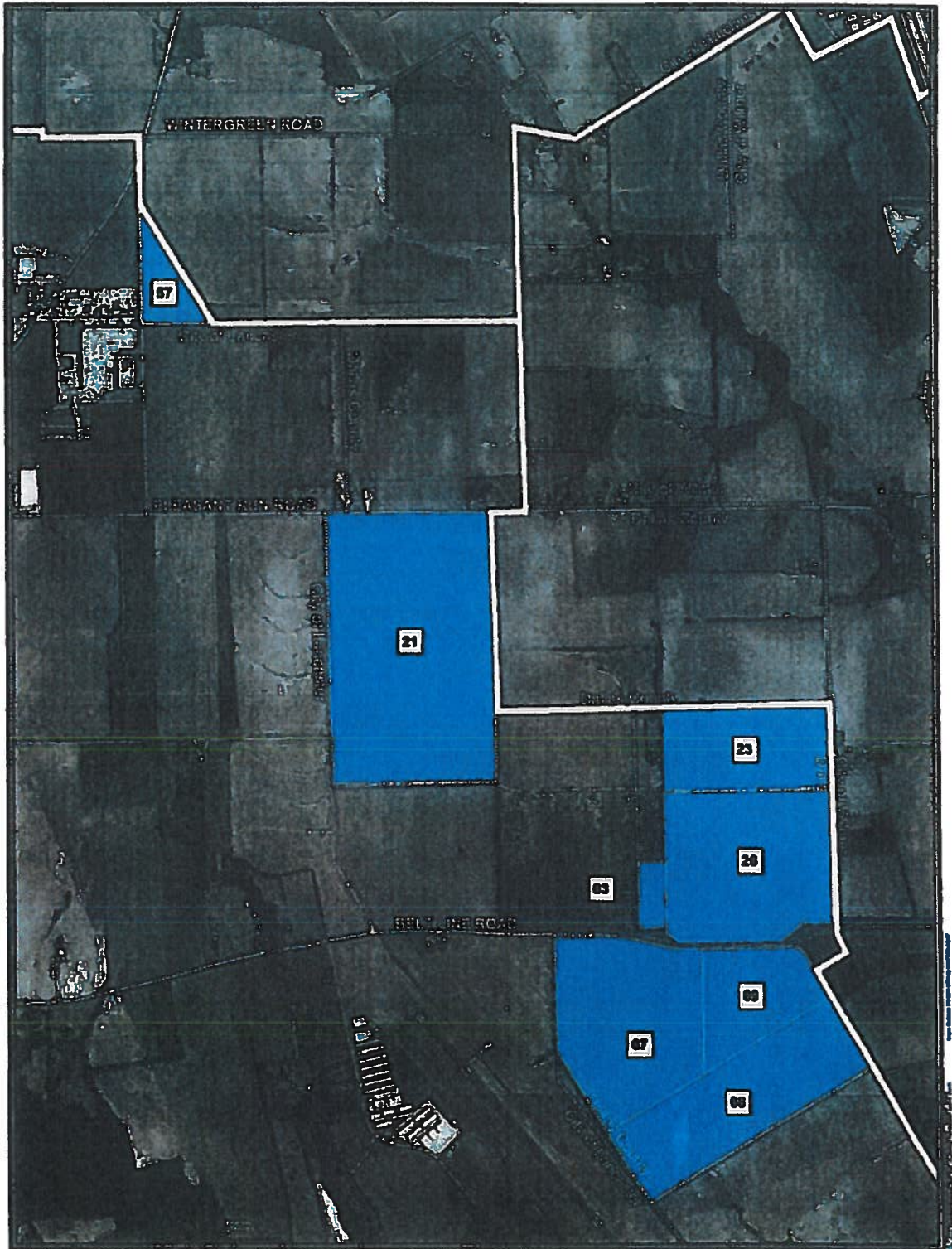
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Lancaster Proposed Annexation Plan



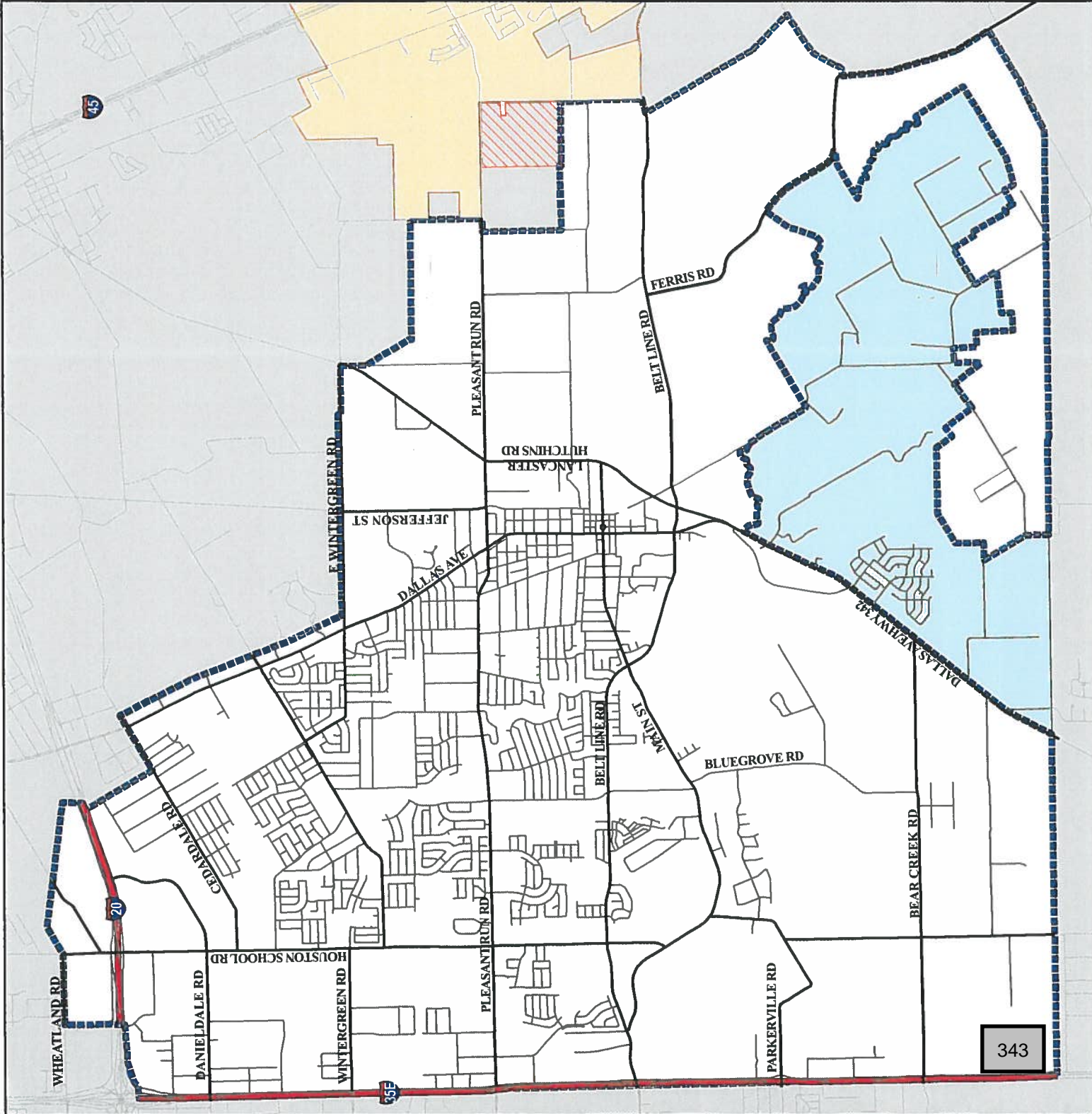
City of Lancaster ETJ 2011

Legend

-  Wilmer City Limits
-  Property in Question
-  City Limits 2011
-  ETJ 2011



Miles
0 0.375 0.75 1.5



LANCASTER CITY COUNCIL

Agenda Communication

December 14, 2015

Consider a resolution of the City Council of the City of Lancaster, Texas, authorizing the filing of a project application in an amount not to exceed \$156,451.00 with the North Central Texas Council of Governments Implementation Project.

This request supports the City Council 2015-2016 Policy Agenda.

Goal 1: Financially sound, stable city government.

Background

Every two years the North Central Texas Council of Governments (NCTCOG) receives funds from the Texas Commission on Environmental Quality (TCEQ) that are generated by tipping fees at landfills. These funds are made available to eligible entities to advance the goals and strategies found in NCTCOG's regional solid waste management plan. NCTCOG will award approximately \$1.3 million funds for Fiscal years 2016 and 2017.

This year, staff is requesting Council's authorization to apply for grant funding to assist in the expansion of the community cleanup or Trash-off events, by promoting new services such as collection of household hazardous waste. This funding will also go toward the City's effort to reduce illegally dumped items, by purchasing a truck to be utilized in the transportation of illegal dumps to the Residential Transfer Station located in Dallas; additionally, if granted, a portion of this funds will go toward the City's public education outreach efforts highlighting the negative aspects of illegal dumping and encouraging citizens to recycle more often.

Considerations

- **Operational** – The vehicle (truck and trailer) will be utilized to transport illegally dumped items to the residential transfer station located in Dallas. Currently the City is paying a third party vendor to collect illegally dumped items. This truck will also be utilized for Trash-off events related activities, such as transporting excess waste that the City would otherwise have to pay additional money for due to contractual limitations.

Flyers will be made available on city facilities, additional banners will be placed at various sites within the city limit advertising the Trash-off events. Brochures will be mailed to homeowners containing information on the benefits of recycling, the dangers of illegal dumping and promoting Trash-off events as an alternative.

- **Legal** – The resolution has been reviewed and approved as to form by the City Attorney

- **Financial** – If awarded the grant, the City will receive 100% reimbursement for money spent toward the project.
- **Public Information** – This item is being considered at a meeting of the City Council noticed in accordance with the Texas Open Meeting Act.

Options/Alternatives

1. City Council may approve the resolution as presented.
2. City Council may reject the resolution.

Recommendation

Staff recommends approval of the resolution to secure the grant reimbursement for the project.

Attachments

- Resolution
-

Submitted by:

Fabrice Kabona, Assistant to the City Manager
Opal Mauldin-Robertson, City Manager

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LANCASTER, TEXAS, AUTHORIZING THE FILING OF A PROJECT APPLICATION IN AN AMOUNT NOT TO EXCEED \$156,451.00 WITH THE NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS (“NCTCOG”) IMPLEMENTATION PROJECT; AUTHORIZING THE CITY MANAGER TO ACT ON BEHALF OF THE CITY OF LANCASTER, TEXAS, IN ALL MATTERS RELATED TO THE APPLICATION; AND PLEDGING THAT IF FUND FOR THIS PROJECT IS RECEIVED, THE CITY OF LANCASTER, TEXAS, WILL COMPLY WITH ALL PROJECT REQUIREMENTS OF THE NCTCOG, THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY AND STATE OF TEXAS.

WHEREAS, the North Central Texas Council of Governments (“NCTCOG”) is directed by the Texas Commission on Environmental Quality to administer solid waste project funds for the implementation of the NCTCOG’s adopted Regional Solid Waste Management Plan; and

WHEREAS, the City of Lancaster, in the State of Texas, is qualified to apply for project funds under the Request for Project Applications.

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

SECTION 1. That the City Manager is authorized to request project funding in the amount of \$156,451.00 under the North Central Texas Council of Governments’ (“NCTCOG”) Request for Project Applications of the Regional Solid Waste Local Project Funding Program and to act on behalf of the City of Lancaster, Texas (the “City”), in all matters related to the project applications and any subsequent project contract that may result.

SECTION 2. That if funded, the City will comply with the project requirements of the NCTCOG, the Texas Commission on Environmental Quality and the State of Texas.

SECTION 3. That the City will allocate and expend the necessary monies to support this grant project and then seek reimbursement from NCTCOG on a timely basis.

SECTION 4. That the grant project funds and any project-funded equipment or facilities will be used only for the purposes for which they are intended under the project.

SECTION 5. That the grant activities will comply with and support the adopted regional and local solid waste management plans adopted for the geographical area in which the activities are performed.

DULY PASSED and approved by the City Council of the City of Lancaster, Texas, on this the 14TH day of December, 2015.

ATTEST:

APPROVED:

SORANGEL O. ARENAS, City Secretary

MARCUS E. KNIGHT, Mayor

APPROVED AS TO FORM:

ROBERT E. HAGER, City Attorney

LANCASTER CITY COUNCIL

Agenda Communication

December 14, 2015

Consider a resolution approving the terms and conditions of a solid waste and disposal contract with Community Waste Disposal, L.P. (CWD) to provide solid waste collection, hauling and disposal for residential and commercial customers and recyclable materials collection and processing for the City of Lancaster.

This request supports the City Council 2015-2016 Policy Agenda.

**Goal: Financially Sound City Government
Healthy Safe & Vibrant Community**

Background

The City of Lancaster February 19, 2001 Solid Waste Contract as amended, December 12, 2005, December 14, 2009, and November 9, 2015 with Allied/Republic Waste Services expires January 31, 2016.

The City provided notification that we would not exercise our renewal option. The Bid notice was published in the Focus Daily Newspaper on June 1st and June 8th, 2015. On June 05, 2015 a Request for Proposal (RFP) was posted on the city procurement system with a deadline for submitting responses to the City set for July 24, 2015. The City received a total of five (5) proposals for the solid waste & recycling contract from Republic Services, Waste Management, Progressive Waste Solutions, Community Waste Disposal, and FCC Environmental.

The proposals were received and reviewed. City Council received a presentation and recommendation regarding the proposals for solid waste and recycle services at the August 10, 2015 work session.

Considerations

- **Operational** – The contract shall be for a period of seven (7) years beginning on February 1, 2016 and terminating on December 31, 2022 and may be renewed for one (1) additional three (3) year term. Modification of Rates may be considered one month following the second year of the primary term of the contract and no more than once per two years or every other year during the life of the contract. The contractor shall provide a 95 gallon container for trash collection and a 95 gallon container for recycle collection. The contract provides for weekly trash collection, weekly recycle collection, every other month bulk/brush collection, one 12 cubic yard dump at the transfer station every other month, four trash-off events which will include tires, electronic waste, on-site document shredding, and household hazardous waste

- **Legal** – The contract was prepared by the City Attorney and has been approved as to form.
- **Financial** – The contractor shall remit a franchise fee in the amount of 10% of gross receipts. The City will remit \$9.17 per month per household to the contractor for solid waste and recycle collection.
- **Public Information** – This item is being considered at a meeting of the City Council noticed in accordance with the Texas Open Meeting Act.

Options/Alternatives

1. Council may approve the resolution as presented.
2. Council may reject the resolution.

Recommendation

Staff recommends approval of the resolution as presented.

Attachments

- Resolution
- Contract

Submitted by:

Fabrice Kabona, Assistant to the City Manager
Opal Mauldin-Robertson, City Manager

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LANCASTER, TEXAS, APPROVING THE TERMS AND CONDITIONS OF A SOLID WASTE DISPOSAL CONTRACT BY AND BETWEEN THE CITY OF LANCASTER, TEXAS AND COMMUNITY WASTE DISPOSAL (CWD); AND PROVIDING THAT THE SAME SHALL BE IMPLEMENTED; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Lancaster, Texas is a Home Rule Municipality located in Dallas County, Texas; and

WHEREAS, pursuant to Section 363 of the Texas Health and Safety Code, the City of Lancaster, Texas is the exclusive provider of municipal solid waste within the jurisdictional boundaries of the City of Lancaster, Texas; and

WHEREAS, after sending out requests for proposals and receipt of proposals, the City Council has determined that it is in the best interest of the citizens and the City to award a contract to CWD to provide municipal solid waste collection within the corporate limits of the City of Lancaster, Texas;

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

SECTION 1. The municipal solid waste contract by and between the City of Lancaster, Texas and CWD is hereby approved in the form which is attached hereto and incorporated herein by reference as Exhibit "A";

SECTION 2. The City Manager is authorized to execute such contract after approval by the City Attorney.

SECTION 3. Any prior Resolution of the City Council in conflict with the provisions contained in this Resolution are hereby repealed and revoked.

SECTION 4. 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 5. This resolution shall become effective immediately upon 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 14th day of December, 2015.

ATTEST:

APPROVED:

SORANGEL O. ARENAS, City Secretary

MARCUS E. KNIGHT, Mayor

APPROVED AS TO FORM:

ROBERT E. HAGER, City Attorney



CITY OF LANCASTER

SOLID WASTE COLLECTION AND DISPOSAL CONTRACT

**SOLID WASTE COLLECTION AND DISPOSAL CONTRACT BETWEEN THE
CITY OF LANCASTER, TEXAS AND COMMUNITY WASTE DISPOSAL (CWD)**

Page 1 of 33

TM 73176

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Solid Waste Collection and Disposal Contract

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STATE OF TEXAS §
 § **SOLID WASTE COLLECTION AND DISPOSAL CONTRACT**
COUNTY OF DALLAS §

This Contract (the “**CONTRACT**”) is entered into by and between the City of Lancaster, Texas, (the “**CITY**”) and Community Waste Disposal, L.P. (the “**CONTRACTOR**”) acting by and through their authorized representatives.

WITNESSETH

WHEREAS, **CITY** is empowered under Chapter 363 of the Texas Health And Safety Code to enter solid waste management service contracts to acquire, sell, lease or allow for the operation of all or any part of a solid waste management system, including the collection and transportation of solid waste; and

WHEREAS, the **CONTRACTOR** submitted a proposal, in response to a Request for Proposal from the City, to provide garbage collection and disposal, including collection of recyclables, bulk and brush pickup within the **CITY**, and to perform such work as may be incidental thereto; and

WHEREAS, the **CITY** has determined that the proposal submitted by **CONTRACTOR** is in the best interest of the **CITY**;

NOW THEREFORE, in consideration of the mutual agreements and covenants contained herein, the parties agree as follows:

GENERAL PROVISIONS

1 The **CONTRACTOR** is hereby granted the sole and exclusive privilege and duty, to the extent allowed by law, within the territorial jurisdiction of the **CITY** and agrees to furnish all personnel, labor, equipment, trucks, and other items necessary to provide Solid Waste collection, hauling and disposal for residential and commercial customers and recyclable materials collection and processing in accordance with this **CONTRACT** and to perform all of the work called for and described in the **CONTRACT** documents.

2. This **CONTRACT** shall include the following Contract Terms and shall also include the following Contract Documents which are incorporated herein by reference as if set forth verbatim in this **CONTRACT**:

- A. **CONTRACTOR’S** list of Rates. (Attachment “A”)
- B. **CITY’S** Request for Proposal (Attachment “B”)
- C. **CONTRACTOR’S** Bid Submission (Attachment “C”)

In the event of any conflict between or among the Contract Documents this **CONTRACT** shall control and govern. Should the Contract not specify to resolve the conflict the **CITY’S** Request for Proposal shall control and govern.

**SOLID WASTE COLLECTION AND DISPOSAL CONTRACT BETWEEN THE
CITY OF LANCASTER, TEXAS AND COMMUNITY WASTE DISPOSAL (CWD)**

3. All provisions of the **CONTRACT** documents shall be strictly complied with by the **CONTRACTOR**, and no amendment to this **CONTRACT** shall be made except upon the mutual written agreement of the parties. No amendment shall be construed to release either party from any obligation of the **CONTRACT** except as specifically provided in such amendment.
4. The **CONTRACTOR** shall keep in full force and effect throughout the term of this **CONTRACT** insurance, and performance and payment bonds, as recited herein, in the amounts and types specified in and required by the **CONTRACT** documents.
5. This **CONTRACT** shall be binding on and inure to the benefit of the parties to it and their respective heirs, executors, administrators, legal representatives, successors, and assigns. This **CONTRACT** may be assigned with the consent of the **CITY** provided, however, that the **CONTRACTOR** may assign this **CONTRACT** to any direct or indirect affiliate or subsidiary of the **CONTRACTOR** or to any person or entity succeeding to all or substantially all of the **CONTRACTOR'S** assets (whether by operation of law, merger, consolidation or otherwise) without the **CITY'S** consent.
6. Any notices required or permitted to be delivered under this **CONTRACT** shall be deemed received within three (3) business days after being sent by United States mail, postage pre-paid, certified mail, return receipt requested, addressed to the party at the address set forth opposite the signature of the party.
7. This **CONTRACT** is the entire agreement between the parties with respect to the subject matter covered in this **CONTRACT**. There is no other collateral, oral, or written agreement between the parties that in any matter relates to the subject matter of this **CONTRACT**, except as provided in the **CONTRACT** documents.
8. The validity of this **CONTRACT** and any of its terms and provisions, as well as the rights and obligations of the parties, shall be governed by the laws of the State of Texas; and exclusive venue for any action concerning this **CONTRACT** shall be in a court of proper jurisdiction of Dallas County, Texas.
9. In the event anyone or more of the provisions contained in this **CONTRACT** shall for any reason be held to be invalid, illegal or unenforceable for any reason, such invalidity, illegality, or unenforceability shall not affect other provisions, and the **CONTRACT** shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.
10. The term this **CONTRACT** shall be for a period of seven (7) years, beginning on February 1, 2016 and terminating on December 31, 2022; and may be renewed for one (1) additional three (3) year term unless either party gives written notice of election not to renew the **CONTRACT** to the other party, not less than one hundred eighty (180) days prior to the expiration of the original **CONTRACT** term or the first additional three (3) year term.

[SIGNATURE PAGE TO FOLLOW]

Executed in duplicated originals this 14th day of December 2015.

COMMUNITY WASTE DISPOSAL (CWD)

CITY OF LANCASTER, TEXAS

By: _____

Name & Title: _____

Address: _____

By: _____

OPAL MAULDIN-ROBERTSON,

City Manager

211 N. Henry Street

P.O. Box 940

Lancaster, Texas 75146

ATTEST:

By: _____

SORANGEL O. ARENAS,

City Secretary

APPROVED AS TO FORM:

By: _____

ROBERT E. HAGER, City Attorney

CONTRACT TERMS

1.00 GRANT:

1.01 The **CITY** hereby grants **CONTRACTOR** the sole and exclusive right to provide Municipal Solid Waste and Refuse collection, removal and disposal services and the collection of recyclables for the Residential and Commercial within the Service Area of the **CITY**, as specified and described in the **CONTRACT**. In connection therewith, **CONTRACTOR** is hereby granted the license, franchise and privilege to use the streets, alleys and public ways of the City in carrying out the duties described herein. This excludes removal and disposal of Industrial Waste.

2. 00 SCOPE OF WORK:

The **CONTRACTOR** shall provide, in a good workmanlike manner, the services called for and described herein which shall consist of all supervision, equipment, labor, and all other items necessary to provide the **CITY** with complete Refuse and Solid Waste collection, removal and disposal and to complete said work in accordance with **CONTRACT** documents.

3.00 DEFINITIONS

The following terms shall have the meanings respectively assigned to them unless the context indicated otherwise. The requirements set forth in any of the following definitions are conditions of this **CONTRACT**.

- 3.01 **Bags:** Plastic sacks, designed to store Refuse with sufficient wall strength to maintain physical integrity when lifted by the top. Total weight of a bag and its contents shall not exceed thirty-five (35) pounds.
- 3.02 **Bin (Commercial):** Metal receptacle designed to be lifted and emptied mechanically for use only at Commercial Units.
- 3.03 **Bin (Residential Recycling):** See Recycling Container.
- 3.04 **Brush:** Plant material (leaves grass clippings, branches, brush, flowers, roots, wood waste, etc.) and yard waste, which includes debris commonly thrown away in the course of maintaining yards and gardens. Brush does not include loose soils, sod, food waste, including from gardens or orchards, food compost, plastics and synthetic fibers, or lumber. Brush Collection shall be made once every other month with no call-in required.
- 3.05 **Bulky Waste:** A large appliance, piece of furniture or waste material from a residential source including lamps, bicycles, large toys and swing sets, vacuum cleaners, and other small household appliances, aluminum and plastic resin lawn furniture, carpeting measuring as well as other items of similar size, weight and compactable nature other than Construction Debris or Hazardous Waste. Bulk Collection shall be made once every other month with no call-in required.
- 3.06 **City:** The City of Lancaster, Texas.
- 3.07 **Cart for Solid Waste (Cart or Polycart):** Ninety-five (95) gallon polycart plastic container, provided by the **CONTRACTOR** equipped with wheels, handles and a tight-fitting cover. Carts

are capable of being mechanically unloaded into the Contractor's collection vehicles. The term Cart and Wheeled Container shall be considered interchangeable. Such Cart shall be rodent and insect proof and shall be kept in a sanitary condition at all times. Cart weights, when full, shall not exceed 60 pounds for each 32 gallons of nominal capacity. The ownership of all Polycarts will be retained by the **CONTRACTOR**.

- 3.08 **Cart for Recycling** Ninety-five (95) gallon polycart plastic container, provided by the **CONTRACTOR**, equipped with wheels, handles and a tight-fitting cover. Carts are capable of being mechanically unloaded into the Contractor's collection vehicles. The term Cart and Wheeled Container shall be considered interchangeable. Such Cart shall be rodent and insect proof and shall be kept in a sanitary condition at all times. The ownership of all Polycarts will be retained by the **CONTRACTOR**.
- 3.09 **Commercial and Refuse:** All Bulky Waste Construction Debris, Garbage, Rubbish and Stable Matter generated by a Customer at a Commercial Unit.
- 3.10 **Commercial Unit:** All Premises locations or entities, public or private, requiring Refuse collection within the Service Area of the **CITY**, not a Residential Unit.
- 3.11 **Commercial Hand Collect Unit:** A retail or light commercial type of business that generates no more than one (1) cubic yard of Refuse per week.
- 3.12 **Commodity:** Material that can be sold in a spot or future market for processing and use or reuse.
- 3.13 **Commodity Buyer:** A buyer or processor, selected by **CONTRACTOR** pursuant to the Contract Documents, of Recyclable Materials delivered by **CONTRACTOR**.
- 3.14 **Construction Debris:** Waste building materials resulting from construction, remodeling, repair or demolition operations.
- 3.15 **Consumer Price Index:** Base rate adjustments will be considered by the City one month following the second year of the primary term of the contract. The Annual Rate Adjustment shall be calculated using the Consumer Price Index (CPI-U) for the Dallas – Fort Worth Region. All CPI rate increase requests must be submitted to the City by September 1st of each eligible year under this contract.
- 3.16 **Container:** A metal or plastic receptacle used for Garbage, and /or Recyclables collection.
- 3.17 **Container, Commercial:** A receptacle of plastic, metal and/or fiberglass, designed for front-load automated solid waste collection systems, and having a tight fitting lid capable of preventing entrance into the container by small animals. Larger Roll-off containers are not included in this definition. Also see Bin.
- 3.18 **Container Poly Cart or Polycart:** A wheeled receptacle with a maximum capacity of one hundred five (105) gallons constructed of plastic, metal and/or fiberglass, designed for automated solid waste collection systems, and having a lid capable of preventing entrance into the container by small animals. The weight of a polycart and its contents shall not exceed one hundred seventy-five (175) pounds/lbs. For each Residential Unit and Commercial Hand Collect unit that

does not already have a Polycart, the **CONTRACTOR** will provide one. The ownership of all Polycarts will be retained by the **CONTRACTOR**.

- 3.19 **Contract Administrator:** The City of Lancaster's designee responsible for actively interacting with the Contractor to achieve the Contract's objectives; monitoring the Contract to ensure Contractor compliance; receiving and maintaining Contractor reports; addressing Contract related problems on behalf of the City; incorporating necessary modifications or changes into the Contract; arbitrating and expediting timely resolution customer/Contractor issues; and other duties necessary to implement the Contract.
- 3.20 **Contract Documents:** The Invitation to Bid, Request for Proposals, Instructions to Bidders, Contractor's Proposal, Contract Specifications, the Contract, Performance Bond or Letter of Credit and any addenda or changes to the foregoing documents agreed to by the City and the Contractor.
- 3.21 **Contractor:** The individual, firm, partnership, joint venture, corporation, or association performing refuse collection and disposal under Contract with the City.
- 3.22 **Customer:** City of Lancaster and/or an occupant of a Residential or Commercial Unit who generates Refuse.
- 3.23 **Dead Animals:** Animals or portions thereof less than ten (10) pounds in weight that have expired from any cause except those slaughtered or killed for human use.
- 3.24 **Disaster or Storm Event:** An event, such as a tornado, hurricane, wildfire, ice or hail storm, or other Act of God that necessitates the use of significant additional equipment or manpower to collect or haul excessive volumes of Brush and/or Bulky Waste.
- 3.25 **Disposal:** The deposition, injection, dumping, spilling, leaking or placing of solid waste into or on the land or water in a manner that the solid waste or a constituent of the solid waste enters the environment, is emitted into the air, or is discharged to the waters of the State of Texas.
- 3.26 **Disposal Site:** A refuse depository for the processing or final disposal of Refuse including but not limited to sanitary landfills, transfer stations, incinerators, and waste processing separation centers, licensed, permitted or approved by all governmental bodies and agencies having jurisdiction.
- 3.27 **Garbage:** All discarded putrescible municipal solid waste matter but not including sewage or sewage sludge, human excrement or Source Separated Recyclables.
- 3.28 **Hazardous Waste:** Waste designated as hazardous by the United States Environmental Protection Agency or the State of Texas.
- 3.29 **Landfill (Sanitary):** Any duly permitted sanitary landfill approved for use by **CITY**. **CONTRACTOR** may petition **CITY** to use alternate duly permitted sanitary landfills.
- 3.30 **Premises:** All public and private establishments, including individual residences, all multi-family dwellings, residential care facilities, hospitals, businesses, other buildings, and all vacant lots.

For the purposes of this **CONTRACT**, schools and facilities of Independent School Districts are an exception.

- 3.31 **Recyclables:** Mixed waste paper (including corrugated cardboard, newspaper, junk mail, phone books, beverage packaging, cereal boxes, chipboard, envelopes, magazines etc.), slick or glossy news print inserts, paper, tin cans (fruit and vegetable cans), aluminum cans, plastic containers - # 1,2,3, 4, 5 & 7, and clear, blue, brown, and green glass bottles.
- 3.32 **Recycle or Recycling:** The collection, separation, recovery and sale or reuse of metals, glass, paper, leaf waste, plastics and other materials which would otherwise be disposed or processed as municipal waste or the mechanized separation and treatment of municipal waste (other than through combustion) and creation and recovery of reusable materials other than a fuel for the operation of energy.
- 3.33 **Recycling Facility:** A facility employing a technology that is a process that separates or classifies municipal waste and creates or recovers reusable materials that can be sold to or reused by a manufacturer as a substitute for or a supplement to virgin raw materials. The term "recycling facility" shall not mean transfer stations or landfills for solid waste nor composting facilities or resource recovery facilities.
- 3.34 **Recyclable Materials:** Commodities collected by the **CONTRACTOR** pursuant to the Contract Documents, which can be sold in a spot or future market for processing and use or reuse including, but not limited to, Recyclables.
- 3.35 **Refuse:** Discarded waste materials in a solid or semi- liquid state, consisting of garbage, rubbish or a combination thereof.
- 3.36 **Residential Curbside Recycling:** Recycling services generally provided to Single Family residential structures. Recyclables are placed by customers at curbside and alley locations for collection.
- 3.37 **Residential Garbage:** All Garbage and Rubbish generated by a Customer at a Residential Unit.
- 3.38 **Residential Unit:** A dwelling as defined by the Lancaster Comprehensive Zoning Ordinance.
- 3.39 **Residence, Residential:** Any house, dwelling, multiunit residence, apartment house, or any building put to residential use except Mixed Use Buildings.
- 3.40 **Roll-Off:** An open top detachable container which must be lifted and hauled by a vehicle equipped with a hook lift or winch.
- 3.41 **Rubbish:** Non-putrescible Solid Waste (excluding ashes), consisting of both combustible and noncombustible waste materials. Combustible Rubbish includes paper, rags, cartons, wood, excelsior, furniture, rubber, plastics, yard trimmings, leaves, used or scrap tires, and similar materials; noncombustible Rubbish includes glass, crockery, tin cans, aluminum cans, metal furniture, and like materials which will not burn at ordinary incinerator temperatures (1600 degrees Fahrenheit to 1800 degrees Fahrenheit).
- 3.42 **Service Area:** The area served by this contract typically within the jurisdictional boundaries of the City, unless specifically addressed.

- 3.43 **Special Waste:** Waste, from a non-residential source, meeting any of the following descriptions: (A) A Containerized waste (e.g. a drum, barrel, portable tank, box pail, etc.), (B) A waste transported in bulk tanker, (C) A liquid waste, (D) A sludge waste, (E) A waste from an industrial process, (F) A waste from a pollution control process, (G) Residue and debris from the cleanup of a spill or release of chemical.
- 3.44 **Solid Waste:** All non- hazardous (as defined by CERCLA and other applicable laws) and non-special (See Special Waste definition) solid waste material including unwanted or discarded waste material in a solid or semi solid state, including but not limited to garbage, ashes, refuse, rubbish, yard waste (including Brush, tree trimmings and Christmas trees), discarded appliances, and home furniture and furnishings, provided that such material must be of the type and consistency to be lawfully accepted at the Sanitary Landfill under the applicable federal, state and local laws, regulations and permits governing each.
- 3.45 **Stable Matter:** All manure and other waste matter normally accumulated in or about a stable, or any animal, livestock or poultry enclosure, and resulting from the keeping of animals, poultry, or livestock.
- 3.46 **Unusual Accumulations:** Waste and Refuse of any unusual accumulation reported to **CITY** by **CONTRACTOR**.

4.00 **TYPES OF COLLECTION**

- 4.01 **Residential Collection:** **CONTRACTOR** shall collect Solid Waste and Recyclables from the Premises of residential accounts held by the **CITY** utilizing Poly Cart Containers and automated collection vehicles. All Residential Units will be provided carts for solid waste and recycling as described in this Contract or RFP 2015-02 by the **CONTRACTOR** within one (1) week from request submitted to the **CONTRACTOR**. Point of service or collection shall be the paved alley at the driveway connection to the Residential Unit. Where no alley exists, point of service shall be the street at the driveway connection to the Residential Unit. Collection shall occur a minimum of once weekly with a minimum of five (5) full days between each, unless otherwise specified. **CONTRACTOR** agrees to provide **CITY** with a copy of maps indicating the routes used in the collection of waste from all residential Customers. The **CITY** has the right to reject and request modification of routes, and updates of **CONTRACTOR** routes. **CONTRACTOR's** "Lancaster Implementation Plan," shall be the standard policy and shall be developed by Contractor and submitted to City no later than February 1, 2016. Changes to this policy must be reviewed and accepted by the **CITY** prior to implementation. Failure to implement the policy may result in termination for cause as per Section 28.00 below.
- 4.02 **Commercial Accounts:** **CONTRACTOR** shall collect and remove Solid Waste from the Premises of commercial Customers once a week. If Commercial customer requests collection more often, such additional collection shall be at an additional fee to the Customer. All Commercial Containers shall be located on a concrete pad to accommodate equipment.

The **CITY** shall be the sole determinant of acceptable dumpster pads, locations and screenings, provided however such acceptable dumpster pads or locations must be sufficient to bear the

weight of all of the **CONTRACTOR'S** equipment and vehicles reasonably required to perform the service provided herein.

4.03 **Brush/Bulky Waste Collection:** **CONTRACTOR** shall collect Brush/Bulky Waste bi-monthly (once every two months). Brush/Bulky Wastes shall be collected at the curb line immediately adjacent to the street. Brush/Bulky Waste Collection shall be made every other month with no call-in required. The quantity of brush or bulk items shall be contained to twelve (12) cubic yards. If quantity of brush or bulk items exceeds the required size limitations, it is the responsibility of the occupant to remove the brush or bulk at their own expense. It shall be unlawful to place brush and bulk items out for collection prior to the Saturday before the scheduled collection week. Brush and bulk items shall be stored in the rear yard and be kept out of the public view until the Saturday before the scheduled collection week. It shall be unlawful to place brush and bulk items on any property other than an authorized municipal solid waste or recycling location. It shall be unlawful to place brush and bulk items on any other property than your own. Failure to remove brush and bulk waste that is in violation of this contract will result in the City causing such to be removed and all costs assessed against the property.

4.04 **Unusual Accumulations Collection:** The **CONTRACTOR** shall report Unusual Accumulations to the **CITY**. The **CITY** shall determine whether the Customer has or is habitually abusing the waste collection services. Upon such determination, the **CUSTOMER** shall be advised to eliminate the accumulation, which may be through services of the **CONTRACTOR**. Future Unusual Accumulations, at the same location, shall be deemed junk or similar materials which may involve **CITY** Code Enforcement action.

5.00 COLLECTION OPERATIONS

5.01 **Hours of Operation:** Collection of Solid Waste shall begin no earlier than 7:00 o'clock a.m. and shall generally not extend beyond 7:00 o'clock p.m. No regular weekly residential collection shall occur on Saturday, however, irregular collection schedules shifted to accommodate holidays or in compliance with the Lancaster Operational Contingency Plan, may occur on Saturdays. No collection shall be made on Sunday.

5.02 **Hours of Disposal:** **CONTRACTOR** shall dispose of waste within the operating hours of the Disposal Site.

5.03 **Routes of Collection:** Collection routes shall be established by the **CONTRACTOR** as approved by the **CITY**. The **CITY** shall be provided route collection maps and Container locations.

5.04 **Holidays:** Holidays for purposes of this Contract will be provided by the **CONTRACTOR** based upon the landfill schedules.

5.05 **Alternate Schedule:** **CONTRACTOR** may elect to observe any or all of the above mentioned holidays by suspension of collection service on the holiday provided, however, the **CONTRACTOR** shall collect for residential units the next business day following the holiday. **CONTRACTOR** shall provide an annual holiday schedule to **CITY** each October and updates quarterly. **CONTRACTOR** shall inform customers by public notice in a newspaper of general circulation, mail out piece or other effective means as agreed upon with **CITY**.

5.06 **COLLECTION EQUIPMENT**

- 5.06.01 **CONTRACTOR**, at its sole cost and expense, agrees to furnish, all trucks, equipment, machines, and labor reasonably necessary to adequately, efficiently, and properly collect and transport Solid Waste from accounts serviced by **CONTRACTOR** in accordance with this Contract and RFP 2015-02. Collection of Solid Waste shall be made using sealed packer-type trucks, with a gross vehicle weight not to exceed TXDOT legal weight limits. No equipment shall be allowed to leak or scatter any waste within the limits of the **CITY** nor while en route to the Disposal Site where such accumulations shall be dumped.
- 5.06.02 Due to street size variations in the **CITY**, the **CONTRACTOR** will provide equipment that will accommodate all public streets and alleys. Special collections shall be made using appropriate equipment approved by the **CITY**. Residential refuse collection trucks shall have a maximum turning radius of forty-five (45) feet.
- 5.06.03 All motor vehicles used in performance of the obligations herein created shall be clearly marked with the **CONTRACTOR'S** name, telephone number and unit number legible from 150 feet. No advertising shall be permitted on vehicles. All collection equipment shall be maintained in a clean, safe, and efficient working condition throughout the term of the **CONTRACT**. Such vehicles shall be maintained as often as necessary to preserve and present a well-kept appearance through a regular preventative maintenance program. The **CITY** may inspect **CONTRACTOR'S** vehicles at any time to verify compliance of equipment with **CONTRACT**, or require an equipment replacement schedule to be submitted to **CITY**. Vehicles are to be washed on the inside and sanitized with a suitable disinfectant and deodorant a minimum of once a month. Such vehicles shall be painted or repainted as often as necessary to keep them in a neat and sanitary condition. Vehicles that do not meet the terms herein shall be directed to return to the **CONTRACTOR'S** place of business until the conditions are met. To the extent that an event of breach occurs as a result of a returned vehicle, liquidated damages will apply.

5.07 **CONTAINERS**

- 5.07.01 The **Contractor** shall provide containers for waste and recyclables storage. All waste containers provided by the **Contractor** shall be ninety-five (95) gallon with an attached lid or cover. Recycling Containers shall be ninety-five (95) gallon with an attached lid or cover as described herein or in RFP 2015-02.

Containers shall bear the following markings:

1. "Face Arrow Toward Street"
2. An arrow facing the front of the cart
3. A list of acceptable recyclables
4. A list of unacceptable recyclables
5. Cart placement instructions

Contractor shall retain ownership of all Containers. **Contractor** shall replace lost, damaged or stolen polycarts at no charge so long as the customer makes the damaged polycart available to **CONTRACTOR** for pick up, or has documented the loss or theft with a police report.

- 5.07.02 The **CONTRACTOR** shall provide Polycart Containers and Recycling Containers to all Residential Units at no additional charge for storage and fully-automated collection utilization.
- 5.07.03 The **CONTRACTOR** may lease Commercial Containers including Roll Offs, for waste storage to the owner or occupant of the **CONTRACTOR'S** commercial Customers. In the event any such lease agreement is entered into, the **CONTRACTOR** shall lease the Commercial Containers at a rate approved by the **CITY**. Such Commercial Containers, excluding Roll Offs, shall be equipped with suitable covers to prevent blowing or scattering of waste and shall be maintained in a sanitary and safe condition.
- 5.07.04 All Containers shall be clearly marked with the **CONTRACTOR'S** name and telephone number in letters not less than one (1) inch in height.
- 5.08 **Disposal:** The **CONTRACTOR** shall deliver all Solid Waste collected pursuant to this **CONTRACT** to the designated Landfill. All Disposal Sites must be approved in writing by the **CITY** prior to use by **CONTRACTOR**. **CONTRACTOR** shall be responsible for all disposal costs.
- 5.09 **Non-Routine Collection:** The **CONTRACTOR** shall provide annual Christmas tree collection for recycling purposes two times during a two week period and deliver to recycling center each January (beginning the second Monday following January 1st) throughout the contract term. The **CONTRACTOR** shall be responsible for transporting the recyclable material to a processing site in accordance with Section 6.00 (Recycling Operation) of this **CONTRACT**. Once the **CONTRACTOR** has fulfilled this obligation, all Christmas trees shall be considered Brush.
- 5.10 **Spillage:** The **CONTRACTOR** shall not be responsible for scattered Refuse unless the same has been caused by its acts or those of any of its employees, in which case all scattered Refuse shall be picked up immediately by the **CONTRACTOR**. **CONTRACTOR** shall hand-clean all spillage resulting from its collection activities. A fork, push broom and a scoop-type shovel shall be maintained on each truck for clean-up activity. **CONTRACTOR** will not be required to clean up or collect loose Refuse or spillage not caused by the conduct of its employees or vehicles, but shall report the location of such conditions to the Community Services Code Enforcement Division of the **CITY** within two (2) hours of discovery so that proper notice can be given to the Customer at the Premises to properly contain Refuse or other action may be taken by the **CITY**. Commercial Refuse spillage or excess Refuse shall be picked up by the **CONTRACTOR** after the Customer reloads the Container. In the case of commercial Customers, **CONTRACTOR** shall then be entitled to an extra collection charge for each reloading of a commercial Container requiring an extra collection. Whenever such commercial spillage continues to occur, **CITY** shall require the commercial Customer and **CONTRACTOR** to increase the frequency of collection of the commercial Customers Refuse or require the Customer to utilize a commercial Container with a larger capacity, and the **CONTRACTOR** shall be compensated for such additional services.
- 5.11 **Vicious Animals:** Employees of the **CONTRACTOR** shall not be required to subject themselves to the dangers of vicious animals in order to accomplish Refuse collection in any case where the owner or tenants have animals at large, but the **CONTRACTOR** shall immediately notify the **CITY** of such condition and of the inability to make collection.

- 5.12 **Unacceptable Waste:** **CONTRACTOR** shall not be obligated to pick up Unacceptable Waste, including, but not limited to, refrigeration appliances that have not had refrigerants removed by a certified technician, tires, automobile/vehicle batteries, computers, petroleum products, paints and other chemicals and solvents identified as hazardous by the U S Environmental Protection Agency. Empty containers of household hazardous waste materials above which are also listed in the recycling program will be collected if tightly capped as required in the recycling program. If the Alternate Service for Hazardous Waste Pick Up for Residential Collection is selected, this section will be modified.
- 5.13 **Dead Animals:** **CONTRACTOR** agrees to collect dead animal carcasses at the Lancaster Animal Shelter at no additional charge to the **CITY**.

6.00 RECYCLING OPERATION

- 6.01 The **CONTRACTOR** shall be responsible for transportation of all recyclable material to a processing site and must have established recyclable material processing outlets for all materials included in the program. The **CONTRACTOR** shall identify the recyclable material processing outlets in each monthly report, showing the total weight of material deposited. Uncontaminated recyclable material collected for the purposes of recycling may not be deposited in any landfill. This information may be deemed confidential if competitive advantage would be given to a competitor of **CONTRACTOR**.
- 6.02 The following materials, in addition to those specified in Definitions, shall be included in the recycling program to the extent they are designated “recyclable” under state and federal standards and regulations:
- 6.02.01 **Paper**
- Non-yellowed, dry newsprint including advertising slicks;
 - Telephone Books
 - Chipboard
 - Junk Mail
 - Envelopes
 - Cereal boxes
 - Magazines
 - Corrugated Cardboard
 - Beverage Packaging
- 6.02.02 **Cans**
- Aluminum Beverage Cans
 - Steel/Tin Cans
- 6.02.03 **Glass**
- Clear
 - Blue
 - Brown
 - Green

6.02.04 Plastic bottles/jugs

- 1-PET
- 2-HDPE (including EMPTY motor oil and antifreeze bottles with attached caps)
- 3-PVC
- 4-LDPE
- 5-PP
- 7-Other

6.02.05 Annual Christmas Trees

6.03 The **CONTRACTOR**, through the recycling material processing outlet, shall, without cost to the **CITY**, be responsible for processing and marketing of all Recyclable materials collected pursuant to this **CONTRACT**. The **CONTRACTOR** shall retain revenues from the sale of recyclable materials. The **CONTRACTOR** will provide to each Single Family Residence a Container as described in RFP 2015-02 for Recyclable Materials.

6.04 **Special Events:** **CONTRACTOR** shall participate in the following **CITY** sponsored special events to promote and educate customers on the value of recycling: Martin Luther King Parade, Trash-off, Juneteenth, 4th of July, Back to School, and Christmas Parade. Participation in events means sponsorship of a booth or parade float or other activity as designated by the **CITY**.

7.00 **LICENSE AND TAXES**

The **CONTRACTOR** shall obtain all licenses and permits (other than the license and permit granted by this **CONTRACT**) and promptly pay all licenses and permit fees and taxes required by the **CITY** and the State.

8.00 **INDEMNITY**

CONTRACTOR shall indemnify, hold harmless, and defend the **CITY**, its officers, officials, agents and employees from loss, damage, liability or expense including attorney fees, on account of damage to property and injuries including death, to all persons including employees of **CONTRACTOR**, which may arise from the negligent or intentional acts or omissions of the **CONTRACTOR**, its employees, representatives, agents, consultants or subcontractors, in performance of this **CONTRACT** or any breach of any obligation under this **CONTRACT**. It is further understood that it is not the intention of the parties hereto to create liability for the benefit of third parties, but that this **CONTRACT** shall be solely for the benefit of the parties hereto and shall not create or grant any rights, contractual or otherwise to any person or entity. The parties further agree that this indemnification provision shall meet the requirements of the express negligence rule adopted by the Texas Supreme Court and hereby specifically agree that this provision is conspicuous. Nothing in this paragraph or any other portion of the contract requires **CONTRACTOR** to indemnify **CITY** for injuries or damages that are not a proximate result of **CITY**'s, its employees, agents, consultants or subcontractors' negligent or intentionally tortious acts. The **Contractor** will be required to complete the **City of Lancaster's Indemnification Form for Independent Contractors**, which further defines the scope of **CONTRACTOR**'s indemnification responsibility.

9.00 **INSURANCE**

CONTRACTOR shall at its own cost, obtain and maintain during the term of this **CONTRACT** insurance against claims for injuries to persons, including death, or damages to property which may arise from or in conjunction with the performance of the work hereunder by the **CONTRACTOR**, its agents, representatives, employees, or subcontractors. A Certificate of Insurance evidencing such insurance shall be provided to the **CITY** before commencement of work hereunder. All insurance and certificate (s) of insurance shall contain the following provisions: (1) name the **CITY**, its officers, agents and employees as additional insureds as to all applicable coverage with the exception of Workers Compensation Insurance; (2) provide for at least thirty (30) days prior written notice to the **CITY** for cancellation, non-renewal, or material change of the insurance; and (3) provide for a waiver of subrogation against the **CITY** for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance. There shall be no deductible applied to the City as additional insured. All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least "A" by AM Best or other equivalent rating service. A certificate of insurance evidencing the required insurance shall be submitted prior to commencement of services. A combination of primary and excess policies may be used to satisfy the required limits of insurance.

Minimum Limits of Insurance

Type Coverage	Per Occurrence Minimum	Aggregate Minimum
Workers Compensation	As required by law and shall cover all employees including drivers.	As required by state statute.
Comprehensive & General Public Liability	\$500,000	\$1,000,000
Property Damage	\$500,000	\$1,000,000
Comprehensive Auto Liability Bodily Injury	\$500,000	\$1,000,000
Comprehensive Auto Liability-Property Damage	\$500,000	\$1,000,000
Excess Umbrella Liability	\$5,000,000	

10.00 BOND

10.01 Performance Bond

CONTRACTOR without cost to the **CITY**, shall furnish a Performance Bond as security for the faithful performance of this contract. Said performance bond must be an annual bond in an amount equal to \$1,000,000.00, renewed on an annual basis for the term of this contract. A corporate surety authorized to do business in Texas and approved by the **CITY** shall execute such Performance Bond. A certificate from the surety showing that the bond premiums are paid in full shall be submitted to the **CITY** with the bond on an annual basis prior to September 1st. Attorneys-in-fact who sign bonds must file with each bond a certified and effectively dated copy of their power of attorney. This will be maintained and renewed each year during the term of this **CONTRACT**.

10.02 Remedies not Exclusive

The remedies provided for in this **CONTRACT** are not exclusive; the pursuit of any one or more, whether set forth in this **CONTRACT** or available to the **CITY** at law or in equity, shall not be deemed an election of remedies by the **CITY**, and the City may pursue any one or more remedies available to it without waiver or release of any other.

11.00 ASSIGNMENT

This **CONTRACT** shall not be assignable or otherwise transferable by the **CONTRACTOR** without the prior written consent of the **CITY**; provided, however, that the **CONTRACTOR** may assign this **CONTRACT** to any direct or indirect affiliate or subsidiary of the **CONTRACTOR** or to any person or entity succeeding to all or substantially all of the **CONTRACTOR'S** assets (whether by operation of law, merger, consolidation or otherwise) without the **CITY'S** consent. Any assignment to any person or entity succeeding to all substantially all of the **CONTRACTOR'S** assets shall expressly assume the liability and obligations of the **CONTRACTOR**. Additionally, if such assignment or sale fails to adequately provide collection and disposal in the opinion of the **CITY**, it shall reserve the right to terminate this **CONTRACT** notwithstanding any other provision contained herein.

12.00 OWNERSHIP

Title to Refuse and Dead Animals and Recyclable Materials shall pass to **CONTRACTOR** when placed in **CONTRACTOR'S** collection vehicle, removed by **CONTRACTOR** from a Bin or Container, or removed by **CONTRACTOR** from the Customer's Premises, whichever last occurs.

13.00 BILLING

- 13.01 **CONTRACTOR** shall quote a monthly Customer service charge, as outlined in **Section 25.00 Commercial Rates**, for service per non-residential unit per month. The **CONTRACTOR** shall bill the **Commercial Units**, and shall collect payment from Commercial Customers. **CONTRACTOR** shall be entitled to payment for all services rendered.
- 13.02 **CONTRACTOR** shall provide a monthly report showing the number of front load Containers serviced by size and frequency of collection.
- 13.03 **CONTRACTOR** shall quote rates for Commercial services in compliance with the rates set forth in **Section 25.00 Commercial Rates**. Rates include all disposal costs.
- 13.04 **CONTRACTOR** shall quote a monthly Customer service charge, as outlined in **Section 24.00 Residential Rates**, for service per residential unit per month. The **CITY** shall bill the Residential Units, and shall pay the **CONTRACTOR** as set forth in **Section 24.00 Residential Rates**. **CONTRACTOR** shall be entitled to payment for all services rendered.
- 13.05 **Charges to be paid to CONTRACTOR**. For services provided, the **CONTRACTOR** shall be entitled to payment in accordance with the rate schedules set forth in Section 24. and Section 25. The **CONTRACTOR** shall be entitled to payment net thirty (30) days for all services provided during the previous month. The **CITY** will maintain responsibility for collecting payments from

all Residential Units. **CONTRACTOR** is responsible for billing all Commercial Units. The **CONTRACTOR** will be entitled to payment from the **CITY** for all services provided to Residential Units.

- 13.06 **Charges to be paid to CITY.** The Contractor shall pay the City a street usage fee, as agreed upon between the City and Contractor, on or before the last day of each month. Such fee will be based on the gross amount billed to all Commercial Units for all services rendered during the preceding month excluding any sales taxes.

13.07 **Billing Collection**

13.07.01 The **CITY** shall bill for Residential service and collect payment for services provided by the **CONTRACTOR** under the Contract, including accounts that are delinquent. In addition, the **CITY** will collect, report and disperse to the State of Texas, any and all applicable sales tax. The **CONTRACTOR** is responsible for billing Commercial service and collect payment for services provided to Commercial customers. The **CONTRACTOR** will collect, report and disperse to the State of Texas any and all applicable sales tax generated from Commercial customers.

13.07.02 The **CONTRACTOR** shall bill and collect payment for Roll Off services. Additionally, the **CONTRACTOR** may elect to collect deposits in advance of services to Roll Off Customers. Deposit amounts shall be determined by the **CONTRACTOR** and shall be based on estimations of charges to be incurred at individual customer locations

14.00 RATE GUARANTEE AND ADJUSTMENTS

- 14.01** The rates set forth in Section 24 and Section 25 are guaranteed for the term of the **CONTRACT** subject to sections 14.02 and 14.04 herein. All disposal costs are included in the rate schedules.

- 14.02 Modification of Rates:** Base rate adjustments will be considered by the City one month following the second year of the primary term of the contract. Contractor may petition the City, in writing, for an increase or decrease in the rates no more than once per two years or every other year during the life of the contract. The price increase or decrease shall go into effect beginning on January 1 of the year for which the adjustment was requested for.

The unit prices for Residential Units and rates for Commercial Customers may be increased in an amount not to exceed 3%. Contractor must receive approval from the City Council, after public hearing, in order to increase the base rates, which approval shall not be unreasonably withheld.

All rate adjustments requests must be submitted to the City by September 1st of each eligible year under this contract.

The percentage breakdown among the three components of the annual adjustment (CPI, Fuel, Disposal) will vary based on the type of service rendered (System) and can be found on the System Chart below.

CPI (see System Chart for %)

The basis for the CPI component of the increase will be the increase in the “Consumer Price Index – All Urban Consumers”, all items (not seasonally adjusted) less Energy, for the Dallas-Fort Worth, TX Area as published by the U.S. Department of Labor Bureau of Labor Statistics. The contractor has designated (see System Chart for amount) % of fees and charges to be adjusted by the CPI index. For the Cost Adjustment to be effective, the Base or previous CPI index will be the most recent index published two (2) months prior to the date of the contract, and the Current CPI Index will be the most recent Index published two (2) months prior to the current year’s contract anniversary date. The Base CPI will be the previous year’s “Current Index Value” and the Current CPI Index will be the most recently published Index two (2) months prior to the current year’s contract anniversary date.

FUEL (see System Chart for %)

The Fuel portion of the Cost Adjustment will be determined using the increase in the Department of Energy’s Weekly Retail On-Highway Diesel Prices per gallon for the Gulf Coast region as reported by the Energy Information Administration of the U.S. Department of Energy (www.eia.doe.gov). The contractor has designated (see System Chart for amount) % of fees and charges to be adjusted by the diesel fuel index. For the Cost Adjustment to be effective, the Base or Previous Fuel Index will be the average DOE diesel fuel cost per gallon for the most recent three (3) month period ending two (2) months prior to the contract anniversary date. The Current Fuel Index will be the DOE average diesel fuel cost per gallon for the three (3) month period ending two (2) months prior to the contract anniversary date. The Base or Previous Fuel Index will be the previous year’s “Current Index Value”, and the Current Fuel Index will be the average DOE diesel fuel cost for the three month period ending two (2) months prior to the current years contract anniversary date.

DISPOSAL (see System Chart for %)

The Disposal portion of the Cost Adjustment will be determined using the increase in the CWD gate rate price for the McCommas Landfill. The contractor has designated (see System Chart for amount) % of fees and charges to be adjusted by the Disposal rate changes. For the Cost Adjustment to be effective, the Base or Previous Disposal Index will be the McCommas Landfill gate rate effective on the date the CWD bid was submitted. The Current Disposal Index will be the McCommas Landfill gate rate in effect ten (10) months from the contract start date. The Base or Previous Index value will be the previous year’s “Current Index Value”, and the Current Fuel Index will be the McCommas Landfill gate rate in effect one month prior to the current years contract anniversary date. Documentation will be required to demonstrate the need for any change in the Disposal portion of the cost adjustment.

SYSTEM CHART

	Front Load Trash	Roll Off Trash	Roll Off Excessive Weight	Residential Trash	Recycle
CPI	57%	37%	0%	48%	80%
Fuel	13%	13%	0%	20%	20%
Disposal	30%	50%	100%	32%	0%
Total	100%	100%	100%	100%	100%

15.00 BOOKS AND RECORDS

The **CITY** and **CONTRACTOR** agree to maintain at their respective places of business adequate books and records relating to the performance of their respective duties under the provisions of this **CONTRACT**. Such books and records shall be made available to the **CITY** at any time during **CONTRACTOR'S** business hours for inspection and audit upon reasonable advance notice. **CITY** may conduct with prior notice an audit of the activities under this Contract.

16.00 TERMINATION

If at any time Contractor shall fail to substantially perform any material term, covenant or condition herein set forth, City shall notify Contractor by certified mail addressed to Contractor at the address set forth herein of the failure. Contractor shall correct or cure this failure within thirty (30) days from notice. Should Contractor fail to remedy its performance, the City may terminate this contract and the rights and privileges granted to Contractor herein.

17.00 NOTICES

Any notice required or permitted to be delivered hereunder shall be in writing and shall be deemed to be delivered when deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to the respective part of the address set forth below:

If to the **CITY** at :

211 North Henry
Lancaster Texas 75146
ATTN City Manager

With copy to:

Robert E. Hager
NICHOLS JACKSON DILLARD
HAGER SMITH LLP
1800 Ross Tower
500 N Akard

Dallas Texas 75201

If to the **CONTRACTOR** at:

CWD (Community Waste Disposal)

ATTN: _____

Or such other addresses as the parties may hereafter specify by written notice delivered in accordance herewith.

18.00 FORCE MAJEURE

Notwithstanding anything herein to the contrary, **CONTRACTOR** shall not be liable for the failure to perform its duties if such failure is caused by a catastrophe, riot, war, governmental order or regulation, fire, Act of God or other similar or different contingency beyond the reasonable control of **CONTRACTOR**.

19.00 COMPLIANCE WITH LAWS

CONTRACTOR, its officers, agents, employees, and subcontractors, shall comply with all applicable federal, state, and local laws. If the **CITY** notifies **CONTRACTOR** of any such violations, the **CONTRACTOR** shall immediately correct such violation.

20.00 DISCRIMINATION PROHIBITED

CONTRACTOR, in the execution, performance, or attempted performance of this service, shall not discriminate against any person or persons because of sex, race, religion, color, or national origin. The **CONTRACTOR** must be an equal opportunity employer.

21.00 REPORTING REQUIREMENTS

Monthly Reports

The Contractor will provide the City detailed reports on changes in the program for residential and commercial customers on a monthly basis.

Complete and accurate Monthly Reports must be submitted to the City's designated Contract Administrator in a format acceptable to the City on or before the tenth (10th) of each month during the term of the Contract.

Such reports shall include resident-by-resident (address) and route-by-route information regarding participation rates, recycling rates, tonnage collected and Cart inventory. Monthly reports must also clearly indicate changes to service levels and category (recycling/MSW); container size; container type

and frequency of service. All information provided in the reports becomes the property of the City. The City shall have the right to use the data for whatever purposes it deems appropriate.

Monthly Reports must contain the following information:

- 1) Monthly tonnages (volume) by category of service
- 2) Residential Garbage & Recycling
- 3) Residential Brush & Bulk
- 4) Disaster Debris by Event when applicable
- 5) Four Trash Off (Extreme Green Events included) Events when applicable
- 6) Summary of property damage, motor vehicle accidents or moving violations involving Contractor's vehicles occurring while providing services, and personal injury claims received by the Contractor as a result of providing services under the Contract.
- 7) Customer complaints received by City and/or Contractor, arranged and listed by category, including date, address, complainant, nature of complaint and resolution.
- 8) Changes in Compliance history

Annual Reports

A complete and accurate Annual Report must be submitted to the Contract Administrator in a format acceptable to the City on or before the following date:

March 31

- 1) Audited Financial Statements
- 2) Annual count of ninety-five (95) gallon containers billed to **CITY**

22.00 COMPLAINTS

22.01 Customer Service and Complaint Resolution

The **CONTRACTOR** will be primarily responsible for resolving complaints related to **CONTRACTOR'S** services. The **CITY** will receive all initial complaints and forward them to **CONTRACTOR** for resolution. A log of all complaints received including date, address, complainant, nature of complaint and resolution shall be maintained by both **CITY** and **CONTRACTOR**. The **CONTRACTOR** shall give each complaint received prompt and courteous attention. In the case of alleged missed scheduled collections, the **CONTRACTOR** shall investigate and, if such allegations are verified, shall arrange for collection within one business day after the complaint is received. In the event that a complaint cannot be resolved and the City's Contract administrator is notified by the complainant, it will be the **CONTRACTOR'S**

responsibility to provide adequate documentation to demonstrate that the complaint was handled in a satisfactory manner.

22.02. Customer Grievances.

The **Contractor** will designate a representative to adjudicate customer grievances. At the City's request, the representative will join the City in meeting with an aggrieved customer within 24 hours of notification to resolve a complaint about spillage, a refusal to serve or a missed pick-up, and/or other deficiency in service or a need for special service. The decision of the City shall be final and binding.

22.03 Meetings

In order to minimize problems during implementation of this Contract, to provide a forum for discussing and resolving any operational questions or issues that may arise, and for updating the Implementation Plan the parties agree to meet on a regular basis as follows:

1) The period from the date the Contract is executed until six months after the actual collection services begin (or such earlier date as may be mutually agreed to by the parties) shall be referred to as the "Implementation Phase". During the Implementation Phase, meetings shall be held between representatives of the parties on a weekly basis, or on such more or less frequent basis as may be mutually agreed. The primary purposes of such meetings shall be to develop and/or refine the Implementation Plan, to evaluate the Contractor's performance in implementing the Contract, to evaluate Container delivery progress or problems, to air and seek resolution of complaints, to discuss any actual or perceived problems with service, and to discuss promotion, public information and public relations.

2) After the Implementation Phase, meetings shall be held at least on a monthly basis, unless otherwise mutually agreed to, between representatives of the parties. Such meetings shall be held for the purpose of reviewing and discussing day-to-day operations, promotion, public information and public relations.

3) Meetings shall be held at the offices of the City unless otherwise agreed upon by both parties. Each party shall be available for at least 90 minutes per meeting, unless otherwise agreed in advance. Meetings shall be held during normal business hours.

22.04 Newsworthy and Emergency Notifications

During the term of this Contract, there may be activities or circumstances, positive or negative, involving the Contractor's business that could be newsworthy. Likewise, the Contractor or Contractor's employees could be involved in a motor vehicle accident or other newsworthy event. The Contractor must contact the City's Contract Administrator immediately and no later than 24 hours in the event of one of the following: any news coverage or sudden event that could impact the service the Contractor provides to the City; any news coverage or sudden event that could initiate citizen phone calls to the City; an environmental emergency or incident, including spills, that involves the Contractor, a related business of the Contractor, or a Contractor's employee; a motor vehicle accident which occurred while providing services under the Contract; personal injury accidents which occurred while providing services under the Contract; or property damages which occurred while providing services under the Contract.

22.05 Customer Notifications

The City will coordinate with the Contractor and approve all necessary communications with residential customers including but not limited to fee changes, route changes, holiday schedules, promotion of mulching and composting to reduce waste, etc.

22.06 Deductions of Liquidated Damages.

Time is of the essence for performance of all obligations imposed by this **CONTRACT**. The Table of Liquidated Damages as shown in **RFP 2015-02 pages 63 and 64, Section 1110, a copy of which is included below**, references performance criteria defined throughout the Contract specifications and monetary damages associated with each. Liquidated Damages may be deducted from the monthly payment due to the Contractor, as determined by the City.

The City shall provide Contractor with written notice of all liquidated damages assessed within 72 hours of an applicable incident.

The **CITY's** failure to deduct Liquidated Damages for any given breach on any given date or time shall not preclude the City from enforcing liquidated damages retroactively or in the future.

OMISSION	LIQUIDATED DAMAGES
Commencement of residential collection prior to 7:00 a.m. except as expressly permitted herein	\$100 per incident (each truck on each route is a separate incident)
Failure to clean-up and collect spillage	\$10 per incident
Unsanitary condition of vehicle exterior – CWD shall have 24 hours to address or investigate the reported unsanitary condition and resolve issue prior to truck returning to City.	\$100 per incident
Failure to collect missed Garbage, Bulk/Brush Waste or Recyclables, within one business day (including Saturday) after a makeup request is given to the Contractor.	\$25 each incident to a maximum of \$250 per truck per day for Cart \$50 each incident per Detachable Container
Missed collection of whole block. (This excludes collections prevented by weather and holiday rescheduling.) A whole block miss is defined as missing 3 or more houses on the same side of the street	\$150 per whole block
Failure to provide Multi Family Dwellings additional or larger Containers for either Garbage or Recycling , or increase collection frequency within ten (10) business days of notification.	\$25 per Container per day
Failure to deliver Multi Family Dwellings Containers to new participating Structures within 5 business days of the receipt of the new sign-up request.	\$25 per Container per day
Failure to deliver or replace Garbage Carts, or Curbside Recycling Wheeled Containers for any reason within five (5) business days of notification	\$25 per Container per day
Any additional misses, at the same address, within one (1) year after Contractor's receipt of 2nd notice regarding no collection.	\$200 each incident

Complaint calls received by City Hall in excess of 50 per month	\$50 per call
Failure to submit complete and accurate daily, monthly and annual reports (see section 21.00 for list of agreed upon reports).	\$100 per day per incident
Failure to make all required collections during a week due to non-weather related service disruptions	\$250 per collection route
Hydraulic Spill cleanup	\$100 per incident
Failure to notify the City of any issues on route causing delays resulting in routes not being completed on scheduled service day.	\$100 per incident
Failure to notify the City when a bulk/brush collection is complete for a route week.	\$100 per incident

23.00 RESERVED

24.00 RATES – SEE ATTACHED EXHIBIT A

25.00 COMMERCIAL RATE SCHEDULE – SEE ATTACHED EXHIBIT A

26.00 SERVICES TO BE PROVIDED TO THE CITY AT NO CHARGE

The Contractor shall collect Garbage and Recyclables from Carts and Detachable Containers at those City Facilities listed below at the frequency and day(s) specified by the City, Monday through Saturday.

FACILITY NAME	LOCATION	SIZE	QTY	PICKUP
Ames Pump Station	3624 Ames Rd			
Animal Shelter	700 E. Main St	8 Cubic Yard	1	Once a Week
Bear Creek Nature Park	1000 Bear Line Rd			
Belt Line Rd Water Tower	1104 E. Belt Line Rd			
City Hall	211 N. Henry St	8 Cubic Yard	1	Once a Week
Community Development	700 E. Main St	8 Cubic Yard	1	Once a Week
Country View Golf Course	240 W. Beltline Rd	8 Cubic Yard	1	Once a Week

Fire Station#2	3132 N. Houston School Rd	4 Cubic Yard	1	Once a Week
Fire Station#3	1960 Beltline Rd	4 Cubic Yard	1	Once a Week
Jrw Pump Station	1999 Jefferson St	4 Cubic Yard	1	Once a Week
Library	1600 Veterans Memorial Pk	6 Cubic Yard	1	Once a Week
Life Center	240 Veterans Memorial Pkw	6 Cubic Yard	1	Once a week
Municipal Court	220 W. Main St	8 Cubic Yard	1	Once a Week
Community House	100 N. Henry St	6 Cubic Yard	1	Once a Week
Public Safety	1650 N. Dallas Ave.	8 Cubic Yard	1	Once a Week
Recreation Center	1700 Veterans Memorial Pk	6 Cubic Yard	1	Once a Week
Vehicle Maintenance	521 E. Third St	4 Cubic Yard	1	Once a Week
Visitors Center	103 N. Dallas Ave	2 Cubic Yard	1	Once a Week
Concession Stand 1	275 Veterans Memorial Pkw			
Concession Stand 2	1749 Jefferson St			
Cedardale Park	1930 Cedardale Rd			
City Park	211 W. Belt Line Rd			
Heritage Park	250 N. Dallas Ave			
J.A. Dewberry Park	2975 Green Dr			
Jaycee Park	620 W Pleasant Rn Rd			
Kidsquare Park	1990 W Belt Line Rd			
Lancaster Community Park	1700 Veterans Memorial Pk	6 Cubic Yard	1	Once a Week
Meadowcreek Park	901 Meadowcreek Dr			
Rocky Crest Park	625 E Main St			
Stanford Park	791 Stanford Dr			

Ten Mile Creek Preserve	900 Nokomis Rd			
Verona Park	2390 Verona Dr			
Football fields	Veterans Memorial Pkwy			
Royce Clayton Baseball	225 Veterans Memorial Pkw			

26.01 Removal of Illicit and Illegal Dumping on City Property

The **CONTRACTOR** shall pick up and dispose appliances or other bulky debris illegally dumped on **CITY** property such as greenbelts, parks, medians or rights of way at no charge. Such items must be removed no more than 2 business days after the **CONTRACTOR** is notified by the **CITY**.

26.02 City-Sponsored Events

The **CONTRACTOR** shall provide to the **CITY**, services for up to ten City-sponsored events/festivals per year, with four (4) thirty-yard roll-off containers per year at no charge to the **CITY**. The **CONTRACTOR** will be responsible for delivery, pick up and disposal for up to twenty-five 95 gallon containers per event. The **CONTRACTOR** will also be responsible for delivery, pick up and disposal of two (2) port-a-lets for six (6) city-sponsored events, as requested by the **CITY**. The **CITY** will provide a two week notification to the **CONTRACTOR** to schedule such events. The **CITY** reserves the right to designate a large event as “two events” in order to utilize additional containers. Unused events will not carry over. Additionally, **CONTRACTOR** will provide Solid Waste and Recycling educational materials at each Trash-off event. This shall include, at no additional charge, sixteen (16) hauls at each of the **CITY**’S four (4) “Trash-Off” events, for a total of sixty-four (64) “Trash-Off” hauls. The **CONTRACTOR** will be responsible to provide **CITY** two (2) Household Hazardous and Electronic Waste Events per year.

27.00 DISASTER OR STORM EVENT SERVICES

27.01 Disaster Services

In the event the City is designated as a disaster area by the Federal Emergency Management Agency (FEMA), or other applicable State or Federal agency, as a result of a disaster such as war, riot, flood, tornado or other act of God, the **CITY** and **CONTRACTOR** agree to follow the guidelines provided by FEMA or the designating agency for costs and rates of service. The **CONTRACTOR** shall have the right of first refusal for providing Disaster Services to the **CITY**. **CONTRACTOR** may decline to provide the **CITY** Disaster Services by providing the **CITY** thirty (30) days written notice thereof. The **CONTRACTOR** will not be required to provide the Disaster Services addressed herein if (1) the **CONTRACTOR** has provided the **CITY** with its 30-day notice declining to provide the services; and (2) the City has contracted with another person or entity to provide the **CITY**’s Disaster or Storm services, as provided herein.

27.02 Disaster or Storm Event

Disasters typically result in volumes of Brush and Bulk Waster in excess of those realized in bi-weekly collections. When the **CITY** determines, for the purposes of this **CONTRACT**, that an event or occurrence is a disaster, the **CONTRACTOR** will be responsible for collection disaster debris placed for collection from Single Family Residential and City Facilities within the Collection Area. The **CITY** requires a prompt and comprehensive response immediately after such events occur. The **CONTRACTOR** shall submit, for **CITY**'s approval, a Disaster Management Plan, as required per RFP 2015-02, Section 680, which shall comply with the Federal Emergency Management Agency (FEMA) requirements and regulations.

28.00 MISCELLANEOUS

28.01. Performance Standards: **CONTRACTOR** shall perform services under this **CONTRACT** in a good and workmanlike manner and at least in accordance with industry standards.

28.02. No Partnership. This **CONTRACT** shall not be deemed to create an employment relationship between **CITY** and any employees, officers, agents, or representatives of **CONTRACTOR**, nor shall this **CONTRACT** be construed so as to create a partnership or joint venture between **CITY** and **CONTRACTOR**, as **CONTRACTOR** shall at all times be regarded as an independent contractor of **CITY**.

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

28.04. Subcontractor Payments. The **CONTRACTOR** agrees that he will indemnify and save the **CITY** and PROJECT MANAGER harmless from all claims growing out of the lawful demands of sub-contractors, laborers, workmen, mechanics, materialmen and furnisher of machinery and parts thereof, equipment, power tools, and all supplies, including commissary, incurred in the furtherance of the performance of this contract. When so desired by the **CITY**, the **CONTRACTOR** shall furnish satisfactory evidence that all obligations of the nature hereinabove designated have been paid, discharged, or waived. If the **CONTRACTOR** fails to do so, then the **CITY** may at the option of the **CONTRACTOR** either pay directly any unpaid bills, of which the **CITY** has written notice, or withhold from the **CONTRACTOR**'S unpaid compensation a sum of money deemed reasonably sufficient to liquidate any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged, whereupon payments to the **CONTRACTOR** shall be resumed in full, in accordance with the terms of this contract, but in no event shall the provisions of this sentence be construed to impose any obligation upon the **CITY** by either the **CONTRACTOR** or his Surety.

28.05. Compliance with Law. 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, and shall indemnify and hold harmless the **CITY** against any claim arising from the violation of any such laws, ordinances, and regulations whether by the **CONTRACTOR** or his employees, except where such violations are called for by the provisions of the Contract Documents. If the **CONTRACTOR** performs any work knowing it to be contrary to such law,

ordinances, rules and regulations, and without such notice to the **CITY**, **CONTRACTOR** shall bear all costs arising therefrom.

- 28.06. Delays; Waiver.** No claims shall be made by the **CONTRACTOR** for damages resulting from hindrances or delays from any cause (except where the work is stopped by order of the **CITY**) during the progress of performance of this **CONTRACT**. **CONTRACTOR** shall assert no claim, and waives, releases and discharges the **CITY** from and against any and all claims, that may arise under this **CONTRACT** except those that arise from gross negligence or willful misconduct of **CITY**.
- 28.07. Bankruptcy.** It is recognized that if the **CONTRACTOR** is adjudged bankrupt, or if it makes a general assignment for the benefit of creditors, or if a receiver is appointed on account of insolvency, such could impair or frustrate **CONTRACTOR'S** performance under the Agreement. Accordingly, it is agreed that upon the occurrence of any such event, **CITY** shall be entitled to request of **CONTRACTOR** or its successor in interest adequate assurances of future performance in accordance with the terms and conditions hereof. Should **CONTRACTOR** or its successor in interest fail to comply with such request within ten (10) days of delivery thereof, **CITY** shall have immediate authority to declare a breach and terminate this **CONTRACT**.

EXHIBIT A

RATE SCHEDULES

(to Solid Waste Collection and Disposal Contract Between City of Lancaster, Texas and CWD)

24.00 RATES – RESIDENTIAL RATE SCHEDULE

BASE SERVICE (Residential):

- A. Fully Automated Solid Waste Collection
Per Unit Per Month, 95-Gallon Polycart
Once a Week Collection(Haul Rate) \$6.27_____
- A1. Fully Automated Solid Waste Collection
Per Unit Per Month, 95-Gallon Polycart
Once a Week Collection(Disposal Rate) \$Included in A_____
- A2. Monthly cost for additional 95 gallon solid waste Polycart \$4.70___per Cart
- A3. Two (2) HH&EW Xtreme Green Events per year \$Included in A_____
- B. Recyclable Materials Collection & Processing
Per Unit Per Month (Haul & Disposal)
Once a Week Collection, 95 Gallon Polycart \$2.20___ per household
- B1. Monthly cost for additional 95 gallon recycling Polycart \$1.65___per cart
- C. Brush and Bulk pick up –12 cubic yard limit collection & Processing
Per Unit Per Collection, Every Other month Collection, Included in A_____
Any Bulk or Brush pick-up exceeding 12 cubic yards per collection is to be charged to the customer as an additional fee.
- D. Cost per month for City-wide Trash-Off haul \$0.70 per household

25.00 RATES - COMMERCIAL RATE SCHEDULE

(Rates are net to contractor and do not include franchise fees, billing fees or taxes.)

Commercial Collection, Per ninety-five (95) Gallon Polycart*

Automated Collection Cost: (**Haul Rate**): Once Per Week \$15.32_____
Automated Collection Cost: (**Disposal Rate**): Once Per Week Included in Haul Rate_____
 Additional Cart(s) Once Per Week \$14.47___ per cart

Commercial Containers Rates – Price Haul Rates (Disposal costs included)

<u>Size/Pickup</u>	<u>1xWeek</u>	<u>2xWeek</u>	<u>3xWeek</u>	<u>4xWeek</u>	<u>5xWeek</u>	<u>6xWeek</u>	<i>Extra</i>
2 Cu Yd (Haul)	\$58.65	\$108.54	\$150.97	\$193.40	\$235.83		\$68.00
3 Cu Yd (Haul)	\$67.08	\$124.12	\$172.64	\$221.16	\$269.68		\$70.00

4 Cu Yd (Haul)	\$83.86	\$155.21	\$215.84	\$276.46	\$337.08		\$72.00
6 Cu Yd (Haul)	\$100.70	\$186.36	\$259.20	\$332.04	\$404.88		\$76.00
8 Cu Yd (Haul)	\$125.92	\$233.00	\$324.13	\$415.26	\$506.39		\$78.00
Casters	\$7.85 per lift						
Locks, Gates	\$7.85 per lift						

Recycling for Small Businesses (if business selects to contract with City Contractor):

<u>Size/Pickup</u>	<u>1xWeek</u>	<u>2xWeek</u>	<u>Extra</u>
6 Cu Yd (Haul)	\$80.00	NB	\$62.50
6 Cu Yd (Disposal)	Included above	NB	\$62.50
8 Cu Yd (Haul)	\$80.00	NB	\$62.50
8 Cu Yd (Disposal)	Included above	NB	\$62.50

Vertical Compactors- Once per week collection (Emptied by Front End Loaders):

4 Cubic Yard Per Haul	\$316.00	Disposal	<u>\$Included in rates</u>
6 Cubic Yard Per Haul	<u>\$386.00</u>	Disposal	<u>\$ Included in rates</u>
8 Cubic Yard Per Haul	<u>\$469.00</u>	Disposal	<u>\$ Included in rates</u>

Other: Monthly rental and installation to be negotiated with the customer



REQUEST FOR PROPOSAL (RFP) FOR:

**SOLID WASTE COLLECTION
AND RECYCLING SERVICES**

RFP #2015-02

Due Date

July 24, 2015 @ 3:00 PM

For the Period

January 1, 2016 through December 31, 2022

Pre-Proposal Meeting

Wednesday, June 24, 2015 @ 2:00 PM

Council Conference Room

CITY HALL

211 N. Henry St

Lancaster, Texas 75146

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NOTICE TO PROPOSERS

Sealed proposals will be received by the City of Lancaster, Administration Department, at the City Hall, 211N. Henry St. Lancaster, Texas 75146 until 3:00 p.m. on the 17th of July, 2015, at which time proposals duly delivered and submitted will be considered for the following:

SINGLE FAMILY DWELLING, COMMERCIAL AND CITY FACILITY SOLID WASTE COLLECTION, RECYCLING SERVICES, AND DISPOSAL

Section 100. Delivery of Proposals

The City highly recommends that bidders submit responses electronically using our electronic procurement system available on the Purchasing page on the City website at www.lancaster-tx.com/purchasing.

Any proposal received and time stamped after stated closing time will be returned unopened. Reliance on the post office or delivery services will not be considered an adequate reason for granting an exception for failure to meet the required deadline for consideration of proposals. One original (so marked) and five (5) copies of the proposal and a CD with an electronic copy of the proposal in searchable pdf format should be submitted in a sealed box. The outside of the box should be clearly marked "Solid Waste Proposal" and include the proposer's name, contact person, address, telephone number, e-mail address and attention Mr. Alton Dixon, Purchasing Agent.

Section 110. Pre-proposal Conference

A pre-proposal conference will be conducted on June 24, 2015, at 2:00 pm in the City Hall Conference Room, 211 N. Henry St. Any questions or concerns regarding the contents and requirements of this RFP will be discussed at the conference and appropriate addendums to the RFP will be considered. Written responses to any RFP related question received following the conference will be sent to all parties who attend the pre-proposal conference via e-mail.

Section 120. Right to Reject

Until the final award by the City Council of Lancaster, the City reserves the right to reject any and/or all proposals, to waive technicalities and to proceed otherwise when the best interests of the City will be realized. Costs incurred in the preparation of a proposal are the sole responsibility of the proposer.

Section 130. Open Records Act

The City is subject to the Texas Open Records Act, a state law which may require the City to make the information provided in response to this Request for Proposal available to the public upon request. Any information submitted that is marked confidential or proprietary should be clearly marked as such. If the City receives a public information request for such information, the City will not assert any arguments on behalf of the vendor. City will notify vendor within 10 business days after receiving such a request and vendor will be required to submit written arguments to the Attorney General as to why the information shall be withheld from disclosure. Failure to provide arguments to the Attorney General will result in the information being released.

Section 140. Proposer Contact with the City

To ensure an objective, orderly award process that provides all potential proposers an equal opportunity to compete for and win City business, the following requirements will be enforced during the proposal process:

Request for Proposal

1. All requests for information will be made either at the pre-proposal conference or directly to Mr. Alton Dixon, Purchasing Agent (adixon@lancaster-tx.com). Answers to all information pertinent requests will be sent to all who attend the pre-proposal conference.
2. No direct contact with or lobbying of City Management, members of the RFP evaluation committee or the City Council will be permitted during the RFP process.
3. No gifts, lunches or other gratuities will be accepted by the City.

Section 150. Information Contained in the RFP

The information set forth in this Request for Proposal (RFP) and in all appendices attached hereto has been presented solely to assist interested proposers in making their own evaluation of the resources required to provide residential solid waste and recycling services to the City's residents and is not intended to be all inclusive or to contain all of the information that a prospective proposer may desire. The City has made no independent effort to determine the accuracy or completeness of such information. The proposer is solely responsible for making all necessary investigations and evaluations of information, which will or could affect their performance including costs of providing the requested services.

Section 160. Proposal Content Contractual

Information contained in the selected proposal will be used as the basis for the resulting contractual agreements.

Section 170. Schedule or Other Addendums to the RFP

Schedule changes or other addendums to the RFP will be published in the purchasing section of the City's web site: <http://lancaster-tx.com/index.aspx?NID=320> (then click on "Current Bids") and e-mailed to all individuals attending the pre-proposal conference.

The City of Lancaster City Hall is wheelchair accessible. For accommodations or sign interpretive services for bid openings, please contact Alton Dixon in the Purchasing Agent's Office 48 hours in advance at (972) 218-1329.

City of Lancaster, Texas

Electronic Signature
Mr. Alton Dixon
Purchasing Agent

Pre-proposal Conference:

Wednesday, June 24, 2015 at 2:00 pm
Conference Room
City Hall
211 N. Henry St.
City of Lancaster, Texas 75146

This is a mandatory meeting for all vendors.

Due Date:

July 24, 2015 at 3:00 p.m.

Publication Dates:

Monday, June 01, 2015

Monday, June 08, 2015

SCHEDULE OF ACTIVITIES

Friday, June 05, 2015	RFP posted on City website, posted on purchasing page
Wednesday, June 24, 2015, 2:00 p.m.	Pre-proposal Conference held - Lancaster City Hall
Tuesday July 14, 2015, 12:00 p.m.	Deadline for questions prior to proposal due date
Friday, July 24, 2015, 3:00 p.m.	Sealed proposals due
Weeks of July 27 & August 3, 2015	Finalist interviews held, reference checks performed
Week of August 10, 2015	All proposers notified of top 2 recommended proposers to Council for final winning proposer selection
Monday, August 17, 2015	Council selects winning proposer and awards Contract to winning proposer
Week of August 24, 2015	Contract finalized with winning proposer
Friday, January 1, 2016	New Contract begins

IMPORTANT INFORMATION TO PROPOSERS

Section 300. Invitation for Proposals

The City of Lancaster invites sealed Proposals for garbage collection and disposal, and collection of recyclables and yard waste for delivery to permitted and/or approved recycling and/or as option yard waste facilities from all single-family dwellings, commercial and City facilities. The City estimates approximately 10,751 single family and 1,579 commercial accounts collected by the contractor. All residential accounts are to be billed by the City, whereas all commercial accounts are to be billed by the contractor. The proposed scope of work is described in detail within this Request for Proposals.

Section 310. Pre-Proposal Conference

A pre-proposal conference will be held at City Hall in the Conference Room, 211 N. Henry St, Lancaster, Texas, on June 03rd at 2:00 PM.

All questions that you would like addressed at this pre-proposal conference should be emailed to Mr. Alton Dixon, Purchasing Agent, at adixon@lancaster-tx.com by 12:00 PM on Tuesday June 23, 2015. Questions or comments proposed at the conference may either be answered at the meeting or will be taken under advisement. Written questions post-conference will be received until Tuesday July 07, 2015 @ 12:00 p.m. The written summary of the conference and written responses to any RFP-related question received following the conference will be sent to all parties who attend the pre-proposal conference via e-mail and a written summary will be sent to all Proposers attending the Conference. The summary of the conference and subsequent written responses will be considered an official addendum(s) to the Proposal documents.

**Proposers should read the following instructions and follow them closely.
Failure to do so may result in a Proposal's disqualification.**

A Proposer who submits a Proposal does so without recourse against the City, its staff or contractors for either rejection by the City or failure to execute an agreement with such Proposer.

Once a Contractor is selected, disposal costs will also be calculated into the base bid. One rate will then be established for the Customer which includes the Base Bid, Franchise Fee and/or Billing Fee, and Disposal Costs.

The City reserves all rights in accordance with the requirement of the laws of the State of Texas and the City Code of Ordinances, without qualification, including, but not limited to the following:

Select any Proposal.

Waive any formality, technicality, or irregularity in Proposals received.

Reject any Proposals, which are not legible, not complete or contain irregularities.

Reject any Proposals not received on or before the due date and time specified.

Obtain clarification from Proposers concerning Proposals.

In order for your submission to be considered eligible, you must complete the following:

1. The Proposal must be properly completed (in ink or type);
2. The Proposal must be signed by an authorized contracting agent of your company;
3. The Proposal must be returned in its entirety with each page initialed by the contractor; and
4. The Proposal shall be filed with the City of Lancaster Administration, 211 N. Henry St, Texas 75146 no later than 3:00 PM on July 24, 2015.

Section 320. Required Format of Proposal

- **The Proposal must contain ALL of the required paperwork.**
- **ALL forms must be completed in their entirety and ALL questions must be answered directly on the form and/or expanded onto additional pages when necessary. References to company brochures and flyers will not be acceptable as an answer.**
- **The Proposal must be organized into tabbed and labeled sections in the required order.**
- **Refer to the checklist that follows to assist you in your submission.**

Required Format of Proposal:

Proposals must be organized and submitted intact with all of the information in tabbed and appropriately labeled sections in the following order:

Sealed Box with the Proposer's name and address in the upper left hand corner and marked Sealed Proposal for Solid Waste Contract in the lower left hand corner containing one original (marked as such) and ten (10) copies of the Proposal with the original signed in BLUE ink and one CD with an electronic copy in searchable pdf format.

1. **Proposal Cover Sheet/ Acknowledgement of Addendum(s)** signed/sealed by the authorized Contractor/Proposer
2. **Declaration**
3. **Proposal Bond**
4. **Non Collusion Affidavit and Conflict of Interest Questionnaire**
5. **Power of Attorney** (if necessary)
6. **Felony Conviction Notice**
7. **Proposal Form 1 Past Performance and Experience of Contractor**
8. **Proposal Form 2 Financial Qualifications**
9. **Proposal Form 3 Facilities (includes Form 3-A)**
10. **Proposal Form 4 Experience of Personnel**
11. **Proposal Form 5 Equipment**
12. **Proposal Form 6 Operational Plan**
13. **Proposal Form 7 Disaster Debris Management Plan**
14. **Proposal Form 8 Commercial Plan**
15. **Proposal Form 9 Recycling Incentive Program**
16. **Proposal Form 10 Rates, and Services**
17. **Statement of Compliance - Proposed Alternatives, Exceptions or Modifications to the Contract**
18. **Brochures, Flyers, Promotional Material**

Proposal Cover Sheet and Acknowledgement of Addendum(s)**Proposal for Residential Garbage, Yard Waste and Recycling****Due: 3:00 PM July 24, 2015****Estimated Award Date: September 14, 2015****Proposal Bond: \$25,000****Performance & Payment Bonds: REQUIRED UPON AWARD (Section 1260)**

The Proposer acknowledges receipt of the following Addendums to the solicitation:

Addendum Number	Date

This Proposal reflects our best estimates, and/or actual costs as of this date, and conforms to the requirements provided in the City Proposal package. By submitting this Proposal, the Proposer grants the City the right to examine, as the basis for pricing that will permit an adequate evaluation of the proposed price, books, records, documents, and other types of factual information, if specifically referenced or included in the Proposal. The City shall have the right to make such investigations as deemed necessary to determine the ability of the Proposer to perform the services required. Upon request by the City, the Proposer shall furnish and certify all such supporting data and information that the City may request to demonstrate the Proposer's qualifications.

The Proposer also agrees that the price to the City, including profit or fee, may be, at the option of the City, adjusted to reduce the price to the City to the extent that the price was based on inaccurate, incomplete, or non-current data supplied by the Proposer.

This response is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation. This Proposal is not submitted in conformity with any agreement or understanding with any Proposer to submit a false or sham Proposal. Proposer has not sought by collusion to submit a false Proposal to obtain for itself or any other Proposer, an advantage over any other Proposer or over the City of Lancaster.

In submitting this Proposal, the undersigned agrees that no Proposal may be withdrawn for a period of ninety (90) days after the date of receipt of Proposals, and that all Proposals shall be valid for this entire period, subject to cost adjustment as identified, unless advance written consent for such withdrawal is granted by the City.

Please check the appropriate box: ☐ Corporation ☐ Partnership ☐ Sole Proprietor
☐ Unincorporated Include either: ☐ Social Security or ☐ Federal Tax Identification Number:

Name of Firm	Phone
Address	Fax
Type or Print Name and Title of Qualified Proposer	Attest:
Signature of Qualified Proposer Date:	Corporate Seal

Declaration

The undersigned, as Proposer, declares that the only persons/entities interested in this Proposal are those named herein, that no other person/entity has any interest in this Proposal or in the Contract for services to which this Proposal pertains, that this Proposal is made without connection or arrangement with any other person/entity and that this Proposal is in every aspect fair, in good faith, and without collusion or fraud.

The Proposer further declares that he has complied in every respect with all requirements of this RFP, that he has read all appendices and has satisfied himself fully relative to all matters and conditions with respect to the services to which the Proposal pertains.

The Proposer states that this Proposal is based upon the Request for Proposal documents and appendices.

The Proposer agrees to the proposed Contract of the City of Lancaster RFP – Solid Waste and Recycling Services.

Firm/Corporation

Address

City, State, Zip

Name

Signature

Title

Submittal Date

Proposal Bond

The undersigned Proposer hereby declares that he has visited the site of the work and has carefully examined the Contract Documents pertaining to the work covered by the above proposal, and further agrees to commence work within ten (10) days after the date of written notice to do so.

Enclosed with this proposal is a Certified Check for Twenty-five thousand Dollars (\$25,000.00) or a Proposal Bond in the sum of (\$25,000) which it is agreed shall be collected and retained by the Owner as liquidated damages in the event this proposal is accepted by the Owner within ninety (90) days after the bids are received and the undersigned fails to execute the contract and the required bond for the Owner within twenty (20) days after the date said proposal is accepted, otherwise, said check or bond shall be returned to the undersigned upon request.

Contractor (Firm Name)

By: _____

Title: _____

Address _____

Phone _____

Fax _____

Email _____

Non-Collusion Affidavit

STATE OF _____ : COUNTY OF: _____

I state that I am _____ of _____
 _____ (Name of firm) and that I am authorized to make this affidavit on
 behalf of said firm, and its owners, directors, and officers. I am the person responsible in said firm for the
 price(s) and the amount of this Response.

I state that:

1. The price(s) and amount of this Response have been arrived at independently and without consultation, communication or agreement with any other contractor, Respondent or potential Respondent.

2. Neither the price(s) nor the amount of the Response, and neither the approximate price(s) nor approximate amount of this Response, have been disclosed to any other firm or person who is a Respondent or potential Respondent, and they will not be disclosed before opening.

3. No attempt has been made or will be made to induce any firm or person to refrain from responding on this agreement, or to submit a Response higher than this Response, or to submit any intentionally high or noncompetitive Response or other form of complementary Response.

4. The Response of said firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive Response.

5. _____ (name of firm), its affiliates, subsidiaries, officers, directors and employees are not currently under investigation by any governmental agency and have not in the last five (5) years been convicted or found liable for any act prohibited by state or federal law in any jurisdiction, involving conspiracy or collusion with respect to proposing on any public contract, except as follows:

6. _____ (name of firm) understands and acknowledges that the above representations are material and important, and will be relied on by the City in awarding the agreements for which this Response is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from the City of Lancaster of the true facts relating to the submission of Responses for this agreement. I understand and said firm understands that any fraudulent concealment will allow the City to pursue all applicable remedies at law or equity included, but not limited to, the right to reject this Response.

Sworn to and Subscribed before me

Signature

This _____ day of _____, 2015

Name

Company Position

(Notary Public)

My Commission Expires: _____

Conflict of Interest Questionnaire

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor or other person doing business with local governmental entity

FORM CIQ

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code went into effect which requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the City Secretary of the City of Lancaster not less than the 7th business day after the person becomes aware of facts that require the statement to be filed.

An amendment to this state law that went into effect on September 1, 2007 now allows for two changes to the original statute:

1. The Conflict of Interest Questionnaire only needs to be filled out and returned with your bid if you or your company are aware of a conflict, and,
 2. If the amount of the conflict exceeds \$2,500
- It is the responsibility of every vendor filling out and returning this bid to determine if there is a conflict meeting the parameters listed above. If so, **the City of Lancaster requires that this Questionnaire be completed and turned in with your bid.** If there is no conflict, or if the amount of the conflict is less than \$2,500, then you are not required to submit the Questionnaire with your bid.

See Section 176.006, Local Government Code which reads "A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor."

A sample is provided to assist with completing the Conflict of Interest Questionnaire.

Request for Proposal

<p>This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.</p> <p>A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.</p>	OFFICE USE ONLY <hr/> Date Received
<div style="border: 1px solid black; padding: 2px; margin-bottom: 5px;">1</div> Name of person who has a business relationship with local governmental entity. <div style="border: 1px solid black; height: 30px; width: 100%;"></div>	<div style="border: 1px solid black; padding: 2px; margin-bottom: 5px;">2</div> <div style="display: flex; align-items: center; margin-bottom: 5px;"> <div style="border: 1px solid black; width: 30px; height: 30px; margin-right: 10px;"></div> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.) </div>
<div style="border: 1px solid black; padding: 2px; margin-bottom: 5px;">3</div> Name of local government officer with whom filer has employment or business relationship. <div style="text-align: center; margin-bottom: 10px;"> <hr style="width: 60%; margin: 0 auto;"/> Name of Officer </div> <p>This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.</p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?</p> <div style="display: flex; justify-content: space-around; margin-top: 5px;"> <div style="text-align: center;"> <input style="width: 40px; height: 20px; border: 1px solid black;" type="checkbox"/> Yes </div> <div style="text-align: center;"> <input style="width: 40px; height: 20px; border: 1px solid black;" type="checkbox"/> No </div> </div> <p>B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?</p> <div style="display: flex; justify-content: space-around; margin-top: 5px;"> <div style="text-align: center;"> <input style="width: 40px; height: 20px; border: 1px solid black;" type="checkbox"/> Yes </div> <div style="text-align: center;"> <input style="width: 40px; height: 20px; border: 1px solid black;" type="checkbox"/> No </div> </div> <p>C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?</p> <div style="display: flex; justify-content: space-around; margin-top: 5px;"> <div style="text-align: center;"> <input style="width: 40px; height: 20px; border: 1px solid black;" type="checkbox"/> Yes </div> <div style="text-align: center;"> <input style="width: 40px; height: 20px; border: 1px solid black;" type="checkbox"/> No </div> </div> <p>D. Describe each employment or business relationship with the local government officer named in this section.</p>	
<div style="border: 1px solid black; padding: 2px; margin-bottom: 5px;">4</div> <div style="display: flex; justify-content: space-between; margin-top: 20px;"> <div style="width: 45%; text-align: center;"> <hr style="width: 80%; margin: 0 auto;"/> Signature of person doing business with the governmental entity </div> <div style="width: 45%; text-align: center;"> <hr style="width: 80%; margin: 0 auto;"/> Date </div> </div>	

Adopted 06/29/2007

SAMPLE - Conflict Of Interest Questionnaire

Request for Proposal FORM CIQ

SAMPLE - HOW TO COMPLETE FORM

CONFLICT OF INTEREST QUESTIONNAIRE For vendor or other person doing business with local governmental entity		FORM CIQ		
<p>This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.</p> <p>A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.</p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center; padding: 2px;">OFFICE USE ONLY</th> </tr> </thead> <tbody> <tr> <td style="padding: 5px;"> <div style="border-bottom: 1px solid black; margin-bottom: 5px;">Date Received</div> </td> </tr> </tbody> </table>		OFFICE USE ONLY	<div style="border-bottom: 1px solid black; margin-bottom: 5px;">Date Received</div>
OFFICE USE ONLY				
<div style="border-bottom: 1px solid black; margin-bottom: 5px;">Date Received</div>				
<p>1 Name of person who has a business relationship with local governmental entity.</p> <div style="border: 1px solid red; padding: 5px; margin-top: 5px;"> PRINT THE NAME OF YOUR BUSINESS AND THE NAME OF THE PERSON SIGNING THIS FORM </div>				
<p>2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.</p> <p style="font-size: small;">(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)</p>				
<p>3 Name of local government officer with whom filer has employment or business relationship.</p> <div style="border: 1px solid red; padding: 5px; margin-top: 5px;"> WRITE THE NAME OF THE PERSON WHO WORKS FOR THE CITY THAT IS RELATED BY BLOOD OR MARRIAGE TO THE PERSON LISTED IN #1 </div> <p style="font-size: small;">This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.</p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?</p> <p style="text-align: center;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p> <p>B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?</p> <p style="text-align: center;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p> <p>C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?</p> <p style="text-align: center;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p> <p>D. Describe each employment or business relationship with the local government officer named in this section.</p> <div style="border: 1px solid red; padding: 5px; margin-top: 10px;"> IF THERE IS NO RELATIONSHIP, #3 IS N/A & CHECK "NO" </div>				
<p>4</p> <div style="border: 1px solid red; padding: 5px; margin-top: 10px;"> SIGNATURE OF PERSON LISTED IN #1 </div> <p style="font-size: small;">Signature of person doing business with the governmental entity</p>	<div style="border-bottom: 1px solid black; margin-bottom: 5px; text-align: center;">Date</div>			

Adopted 06/29/2007

Felony Conviction Notice

Statutory citation covering notification of criminal history of contractor is found in the Texas Education Code Section 44.034. Following is an example of a felony conviction notice:

FELONY CONVICTION NOTICE

State of Texas Legislative Senate Bill No. 1, Section 44.034, Notification of Criminal History, Subsection (a), states "a person or business entity that enters into a contract with a municipality must give advance notice to the City if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony."

Subsection (b) states "a municipality may terminate a contract with a person or business entity if the City determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The City must compensate the person or business entity for services performed before the termination of the contract."

THIS NOTICE IS NOT REQUIRED OF A PUBLICLY-HELD CORPORATION

I, the undersigned agent for the firm named below, certify that the information concerning notification of felony convictions has been reviewed by me and the following information furnished is true to the best of my knowledge.

VENDOR'S NAME _____

AUTHORIZED COMPANY OFFICIAL'S NAME (PRINTED): _____

- A. My firm is a publicly held corporation; therefore, this reporting requirement is not applicable.

Signature of Company Official: _____

- B. My firm is not owned nor operated by anyone who has been convicted of a felony:

Signature of Company Official: _____

- C. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony:

Name of Felon(s): _____

Detail of Conviction(s): _____

Signature of Company Official: _____

Proposal Form 1 – Past Performance and Experience of Contractor

(To adequately answer the questions, additional pages of narrative may be included within this section when necessary)

1. How many years has your organization been in business under your present business name? Under what other or former names has your organization operated?
2. How many years of experience does your organization have in the collection and disposal of residential garbage, yard waste and recyclables?
3. Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your organization or officers in connection with such work?
4. Describe in detail the circumstances and parties involved in any matter described above.

Municipality/Contact	Address	Phone	Length of Contract/Expiration Date	\$\$ Value of Contract

Proposal Form 1 - Past Performance and Experience of Contractor (continued)

5. Has your organization filed any lawsuits or requests for arbitration with regard to any contract for its services within the last five (5) years? If so, describe the parties, docket number, nature and present status of any proceeding described above.
6. Has your organization been the subject of any lawsuit or request for arbitration filed by a Municipality with regard to a contract for such services within the last five (5) years? If so, state the docket number, names of the parties and present status of any such proceeding.
7. Proposer acknowledges that the responses to this Questionnaire are material and important in determining the lowest responsive and responsible Proposer and, further, that any omissions may result in the rejection of any such Proposals.
- Indicate your acknowledgement. ☐ YES
8. Identify any and all subcontractors proposed to be used under this Contract. Provide the name, location and contact information for each subcontractor.
9. Explain what services will be provided by each subcontractor.

1. Briefly describe in narrative format the entity's financial condition, results of operations for the last two fiscal years including known facts that could affect future performance. If the company is publicly held, it is acceptable to attach in this tabbed section the SEC required Management Discussion.

2. Provide as an attachment within this tabbed section audited financial statements for the last two fiscal years. If publicly held, provide financial statements for the local operation that will provide service under this Contract proposal. Additionally for publicly held companies, provide SEC 10K filings for the parent organization.

Proposal Form 3 – Facilities**Identification and location of the processing and disposal companies**

List the name, location and distance from the City of Lancaster for the facilities proposed for use in providing the services specified in the Contract.

Disposal Facility(ies):	Location:	Distance from City Center in Miles:
Recycling Facility(ies):	Location:	Distance from City Hall in Miles:
Yard Waste Composting Facility (ies): (if proposed)	Location:	Distance from City Hall in Miles:

Proposal Form 3-A – Certification of Recycling Facility

Provide a copy of this form from each recycling facility to be used in the Contract. The form must be signed by an officer or authorized representative of the recycling facility.

I acknowledge that _____

(Name of Firm/Facility) shall be responsible for processing Recyclables collected by _____

_____ the Contractor under the City Contract.

I understand and agree that recyclables may not be deposited as Garbage at a landfill or incinerator.

I understand and agree that the City shares no risk, expense, or profit for the marketing and transport of the processed materials and/or the product.

I certify that the processing system of _____
(Name of Firm/Facility) is capable of accepting the following materials for single stream recycling: Plastic - Numbers 1, 2, 3, 4, 5, and 7; Glass - All colors of glass bottles; Metal - All metal (tin/aluminum) food and beverage cans; Newspapers, Catalogs, Magazines, Junk mail, Cardboard and Mixed Household Paper.

I certify that the processing system of _____
(Name of Firm/Facility) has sufficient capacity to receive, process, and store all materials collected in one week.

I agree that the City may visit and inspect _____
(Name of Firm/Facility) at any time given reasonable notice.

Please check the appropriate box:

☐

Corporation

☐

Partnership

☐

Sole Proprietor

☐

Unincorporated

Include either

☐

Social Security

☐

Federal Tax Identification Number:

Name of Firm	Phone
Address	Fax
Type or Print Name and Title of Officer or Authorized Representative	Attest:
Signature of Officer or Authorized Representative	Corporate Seal
Date:	

Proposal Form 4 – Experience of Personnel

(To adequately answer the questions, additional pages of narrative may be included within this tabbed section when necessary)

1. Provide a list of personnel in key positions (including those of subcontractors) and attach one copy of the Summary of Qualifications form (see next page) for each person so identified; additional sheets may be attached to the form with a maximum of two extra pages per person. (General Manager Hauling, Dispatcher, Route Supervisor, Maintenance Manager, Office Manager, Customer Service Manager, etc.). Include and identify as such, the person who will serve as the public spokesperson, as required in the contract, to appear at publicity events with the City.

List Key Personnel Below:

Name	Position/Title	Subcontractor(Y/N)

2. The City expects to communicate directly with one individual designated for ultimate responsibility for the Contract. The City will be notified immediately of any changes to this information. Provide all of the following information.

Contractor's Primary Contact Person for Contract Implementation

Name: _____

Mailing Address: _____

Direct Phone Line: _____

Mobile phone: _____

Fax: _____

Email: _____

Circle or note the one that is the preferred method of communication

Proposal Form 4 – Experience of Personnel (continued)**Summary of Qualifications Form**

(To adequately answer the questions, additional pages of narrative may be included within this section when necessary)

Complete one separate form for each Manager and Supervisor, listing his or her experience during the past five years as follows:

- A. Describe the individual's direct experience in planning and implementing residential refuse, yard waste and recycling collection, processing, marketing programs.

- B. List the individual's industry training and/or certifications attained.

- C. Provide a detailed record of the individual's operational experience indicating at least five years' experience in the collection of refuse, yard waste and recyclables, either for a municipality or other government entity.

- D. Describe the individual's experience in hiring, training and managing the work force necessary to do the work.

- Contractor's Initial

Proposal Form 5 – Equipment

(To adequately answer the questions, additional pages of narrative may be included within this tabbed section when necessary)

1. List the Vehicle information for each service category. Indicate the number of each model and make listed; if they are currently owned; if on site at the hauler's location; the license numbers and any company vehicle id #; and the date of delivery if not currently owned or on site. If necessary, include an additional page for the equipment of each subcontractor. The information provided on this form demonstrates the Contractor's qualifications and ability to perform the required services by having sufficient vehicle inventory. Demonstration of inventory can be established by current ownership of the vehicles with license # or vehicle id#; or, when vehicles are to be purchased, by attaching to the completed form documentation signed by the manufacturer or dealer demonstrating the Contractor's option to buy if awarded the contract and promised delivery date for the vehicles identified on the form.

Service Type	Chassis Make Model (Year)	Body Make Model (Year)	Now Owned	Now On Site	Motor Vehicle Bureau MVB Tags/ Company ID#	Anticipated Delivery Date
Garbage						
Recycle						
Yard Waste						
Bulk Items						

- Contractor's Initial

Proposal Form 6 – Operational Plan

(To adequately answer the questions, additional pages of narrative may be included within this tabbed section when necessary)

1. The residents are not allowed to use their own containers. Currently, the City is using Polycarts to collect residential trash. Describe the Contractor's proposed method of collection for these materials and the benefits of that approach. Include a detailed narrative, including pertinent projected route performance expectations, explaining how the Contractor intends to provide service for the normal collection of garbage

2. Only fully-automated collection is acceptable unless there are circumstances requiring other options on a temporary basis. The materials for collection include glass bottles; aluminum cans; bi-metal cans; plastic bottles; newsprint and magazines, corrugated cardboard and all mixed paper as well. Describe the Contractor's proposed method of collection for these materials and the benefits of that approach. Include a detailed narrative, including pertinent projected route performance expectations, explaining how the Contractor intends to provide service for the normal collection of recyclables. Also describe the Contractor's proposed method of collection for narrow streets that are not wide enough for normal size trucks.

- Contractor's Initial

7. Describe in detail the Contractor's safety and environmental management contingency plan, including time frame and procedures, to deal with the following issues and events; spillage, hydraulic line breaks, vehicle fires, etc. Include means and methods of notification to the City, regulatory agencies, emergency response teams, etc.
8. Describe in detail the Contractor's procedures for dealing with motor vehicle accidents and events. Include means and methods of notification to the City, law enforcement and regulatory agencies, emergency response teams, etc.
9. Provide a detailed environmental regulatory compliance history for the past five years. If the company is a corporation, provide data for the operation which will directly provide services. The compliance history of other related companies, divisions, etc. operating within the State of Texas must be made available upon request of The City. Include all Notices of Violations and resolutions; Consent Orders and Agreements; Civil and Criminal Actions and Penalties.

10. Give an explanation of your company policy addressing Customer Service standards. Be certain this information includes company contact names and phone numbers and the hours they will be available on a daily basis. **PLEASE INCLUDE THREE (3) MUNICIPAL CUSTOMERS WITH CONTACT NAME AND PHONE NUMBER AS REFERENCES**

Proposal Form 7 –Disaster Debris Management Plan

(To adequately answer the questions, additional pages of narrative may be included within this tabbed section when necessary)

1. In case of Disasters resulting in significant volumes of debris in the City of Lancaster, timely removal of this material is crucial and expected of the Contractor. Describe in detail how the Contractor will respond to a Disaster. Include timelines to deploy labor and equipment; staging areas; progress report frequency; cost and expense report in compliance with FEMA regulations for billing and reconciliation; utilization of subcontractor services; anticipated volumes that could be collected per day; etc.

Proposal Form 8 – Commercial Plan

(To adequately answer the questions, additional pages of narrative may be included within this tabbed section when necessary)

1. Contractor shall collect and remove solid waste from the premises of commercial, institutional and industrial customers at such frequency as shall be reasonably requested by the owner or agent. Collection service shall be once a week or more to maintain premises free of accumulation of waste. Collection shall be in container as so designated by the City. That container should be located on a concrete pad to accommodate equipment. The City shall be the sole determinant of acceptable dumpster pads, locations, and screening. Describe in detail the Contractor's procedures for dealing with commercial and industrial customers at different levels of service.

Proposal Form 10– Rates and Services

Name of Firm _____

Rates for Residential Waste, Recycling and Bulk/Brush Collection Service

The proposal amount is for a **Base Bid** only with Alternates. It is the intent of the proposal to determine the lowest possible cost without regard to franchise fees and/or billing fees. All franchise fee and/or billing fee will be determined by the City and added to the base bid provided by Contractor. Once a Contractor is selected, disposal costs will also be calculated into the base bid. One rate will be then established for the Customer which includes the Base Bid, Franchise Fee and/or Billing Fee, and Disposal Costs. The undersigned having carefully read and considered the terms and conditions of the Contract Documents for Solid Waste Collection and Disposal and Residential Recyclable Materials Collection & Processing for the City of Lancaster, does hereby offer to perform such services on behalf of the City, of the type and quality and in the manner described, and subject to and in accordance with the terms and conditions set forth in the Contract Documents at the rates hereinafter set forth:

BASE BID (Residential):

- A. Fully-Automated Solid Waste Collection**
Once a Week Collection, 95 Gallon Polycart \$ _____
- B. Fully-Automated Recyclable Materials Collection & Processing**
Once a Week Collection, 95 Gallon Polycart **See Appendix G* \$ _____
- C. Brush & Bulky Waste Collection**
Once a Month Collection, 12 cubic yards limit
per collection \$ _____
(With additional collection provided upon request from resident on a user-fee basis to be billed directly by the contractor.)
- D. Solid Waste Removal Service at:**
City Hall, Police Station, Fire Stations, Recreation Center,
Development Services and other municipal facilities as needed. See
Exhibit A. \$ _____
- E. Four (4) thirty (30) yard roll off containers four times per year for the City of Lancaster for Special events as needed (Also included are dumpsters and portable toilets for special scheduled community events as needed)**
\$ _____
- F. Curbside collection of Christmas Trees two times during a two week period and delivery to recycling center.**
\$ _____
- TOTAL RESIDENTIAL RATE FOR BASE BID** \$ _____

ALTERNATE BID (Residential):

- A. *Fully-Automated Solid Waste Collection***
Once a Week Collection, 95 Gallon Polycart \$ _____
- B. *Fully-Automated Recyclable Materials Collection & Processing***
Once a Week Collection, 95 Gallon Polycart *See Appendix G \$ _____
- C. *Brush & Bulk Waste Collection***
Bi-monthly Collection, 12 cubic yards limit per collection \$ _____
(With additional collection provided upon request from resident on a user-fee basis to be billed directly by the contractor.)
- D. *Solid Waste Removal Service at:*** \$ _____
City Hall, Police Station, Fire Stations, Development Services, Recreation Center, and other municipal facilities as needed. See **Exhibit A.**
- E. *Four (4) thirty (30) yard roll off containers four times per year for the City of Lancaster for special events as needed (Also included are dumpsters and portable toilets for special scheduled community events as needed)***
\$ _____
- F. *Curbside collection of Christmas Trees two times during a two week period and delivery to recycling center.***
\$ _____
- TOTAL RESIDENTIAL RATE FOR BASE BID:** \$ _____

SIGNATURES

**THIS REQUEST FOR PROPOSAL IS SUBMITTED TO THE CITY OF LANCASTER FOR
SOLID WASTE COLLECTION AND DISPOSAL, AND RECYCLABLE MATERIALS
COLLECTION & PROCESSING BY:**

FIRM NAME: _____

ADDRESS: _____

PHONE: _____

AUTHORIZED SIGNATURE: _____

TITLE _____

DATE _____

LEGAL STATUS OF CORPORATION

INDIVIDUAL: _____ PARTNERSHIP: _____

CORPORATION _____ JOINT VENTURE: _____

**INITIAL THE BLANK BELOW THAT APPLIES TO THE BASE BID LISTED IN THIS
REQUEST FOR PROPOSAL FOR SOLID WASTE:**

THE PRICES PROVIDED IN SECTION III OF THIS RFP BY THIS CONTRACTOR
IS CONTINGENT UPON THE AWARD OF BOTH RESIDENTIAL AND
COMMERICAL ACCOUNTS AS ONE CONTRACT.

THE PRICES PROVIDED IN SECTION III OF THIS RFP BY THIS
CONTRACTOR IS **NOT** CONTINGENT UPON THE AWARD OF BOTH
RESIDENTIAL AND COMMERICAL ACCOUNTS AS ONE CONTRACT.

COMMERCIAL RATE SCHEDULE

Rates for Commercial Waste Service

Fully-automated Collection Cost:

Once Per Week \$ _____
One Cart \$ _____

Front Load Containers Rates:

Size/Pick-up	<u>1xWeek</u>	<u>2x Week</u>	<u>3 x Week</u>	<u>4xWeek</u>	<u>5xWeek</u>	<u>Extra</u>
1 Cu Yds.						
2 Cu Yds.						
3 Cu Yds.						
4 Cu Yds.						
5 Cu Yds.						
6 Cu Yds.						
7 Cu Yds.						
8 Cu Yds.						

ROLL OFF CONTAINERS: (Excluding Disposal Costs)

20 Cubic Yard Per Haul \$ _____
30 Cubic Yard Per Haul \$ _____
40 Cubic Yard Per Haul \$ _____
Delivery and Exchange \$ _____
Daily Container Rental \$ _____

DISASTER DEBRIS COLLECTION SERVICE***Rates for Disaster Debris Collection Service***

(Represents costs of services described on Proposal Form 7.)

STORM/DISASTER DEBRIS	COST PER HOUR	HOURS PER EVENT	EVENTS PER YEAR	TOTAL COST PER YEAR
Year 1		500	2	
Year 2		500	2	
Year 3		500	2	
Year 4		500	2	
Year 5		500	2	
TOTAL COST YEARS 1-5				

EXHIBITS**EXHIBIT A*****City Services and Special Events*****ESTIMATE OF SERVICES TO BE PROVIDED TO THE CITY AT NO CHARGE****DUMPSTERS - Number of pickups may vary seasonally.**

FACILITY NAME	LOCATION	SIZE	QTY	PICKUP
Ames Pump Station	3624 Ames Rd			
Animal Shelter	700 E. Main St	8 Cubic Yard	1	Once a Week
Bear Creek Nature Park	1000 Bear Line Rd			
Belt Line Rd Water Tower	1104 E. Belt Line Rd			
City Hall	211 N. Henry St	8 Cubic Yard	1	Once a Week
Community Development	700 E. Main St	8 Cubic Yard	1	Once a Week
Country View Golf Course	240 W. Beltline Rd	8 Cubic Yard	1	Once a Week
Fire Station#2	3132 N. Houston School Rd	4 Cubic Yard	1	Once a Week
Fire Station#3	1960 Beltline Rd	4 Cubic Yard	1	Once a Week
Jrw Pump Station	1999 Jefferson St	4 Cubic Yard	1	Once a Week
Library	1600 Veterans Memorial Pkwy	6 Cubic Yard	1	Once a Week
Life Center	240 Veterans Memorial Pkwy	6 Cubic Yard	1	Once a Week
Municipal Court	220 W. Main St	8 Cubic Yard	1	Once a Week
Community House	100 N. Henry St	6 Cubic Yard	1	Once a Week
Public Safety	1650 N. Dallas Ave.	4 Cubic Yard	1	Once a Week
Recreation Center	1700 Veterans Memorial Pkwy	4 Cubic Yard	1	Once a Week
Vehicle Maintenance	521 E. Third St	2 Cubic Yard	1	Once a Week
Visitors Center	103 N. Dallas Ave	2 Cubic Yard	1	Once a Week
Concession Stand 1	275 Veterans Memorial Pkwy			
Concession Stand 2	1749 Jefferson St			
Cedardale Park	1930 Cedardale Rd			
City Park	211 W. Belt Line Rd			
Heritage Park	250 N. Dallas Ave			
J.A. Dewberry Park	2975 Green Dr			
Jaycee Park	620 W Pleasant Rn Rd			
Kidsquare Park	1990 W Belt Line Rd			
Lancaster Community Park	1700 Veterans Memorial Pkwy	6 Cubic Yard	1	Once a Week
Meadowcreek Park	901 Meadowcreek Dr			
Rocky Crest Park	625 E Main St			
Stanford Park	791 Stanford Dr			
Ten Mile Creek Preserve	900 Nokomis Rd			
Verona Park	2390 Verona Dr			
Football fields	Veterans Memorial Pkwy			
Royce Clayton Baseball	225 Veterans Memorial Pkwy			

PORT-A-LETS

EVENT NAME	NUMBER
Trash-off	4
Hazardous Material Collection	2
TOTAL	6

Delivery one (1) working day prior to event and pick-up on first working day after event.
These are annual events. Dates for annual events will be provided in future years as determined.
Port-a-lets will need to be provided in future years as needed.

30-YARD ROLL-OFF CONTAINER (Temporary-approximately 1 week)

Special Events as Needed. Contractor may need to service dumpsters prior to removal.

OVERVIEW

Section 400. Purpose and Intent

The City intends to engage the Contractor to collect, dispose and process Garbage, Bulk and Brush Waste and Recyclables subject to the actual award of services, from all single family homes. Additionally, the Contractor will collect Garbage, Bulk and Brush and/or Recyclables from City Facilities and Special Events as described in the specifications. Lastly, the Contractor will provide for the collection of Garbage and/or Recyclables from those small businesses listed in the specifications. All such Structures have mandatory inclusion, subject to any exclusions set forth in the specifications, and shall be charged as described for services provided in the Contract

The Contractor must demonstrate that collected Recyclables are processed for resell for use in marketable products.

Section 410. Contract Term

The City intends for actual collection and processing services to begin January 01, 2016 and continue for an initial term of seven years, ending at midnight December 31, 2022 with one (1) three (3) year renewal option.

Section 420. Conditions, Disclaimers and Disclosures

Section 421. Conditions

In its sole discretion the City reserves the right to (1) withdraw the RFP from the market without notice before or after receiving submittals, (2) accept or reject any or all proposals, and (3) accept proposals which deviate from the RFP as the City deems appropriate and in its best interest. In its sole discretion, the City may determine the qualifications and acceptability of any Party or parties submitting Proposals in response to this RFP.

This RFP is made subject to correction, errors and omissions. The attached Appendices are for guidance only.

City reserves the right to issue a subsequent RFP, cancel this entire RFP, and/or remedy technical errors in the RFP process.

City reserves the right to negotiate with any, all or none of the proposers responding to the RFP.

Following submission of a proposal, the proposer agrees to deliver such further details, information and assurances, including financial and disclosure data, relating to the proposer including information regarding affiliates, officers, directors, shareholders, partners, and employees as requested by the City in its discretion.

The proposer must furnish a "Certificate of Authority," signed by the Chief Executive Officer or a managing partner of the entity with its response. The Certificate must list the specific officers who are authorized by board resolution to execute agreements on behalf of the entity

If selected, the proposer must furnish evidence that the entity is in good standing and authorized to transact business in the State of Texas prior to awarding of the Contract.

Agreements with the selected proposer will require that the selected proposer provide Worker's Compensation Insurance, Commercial General Liability, Automobile Insurance, and any other

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insurance that the City's Risk Manager may require. The City will be included as an additional name insured. Development agreements with the selected proposer will require indemnification of the City by the selected proposer in form and substance satisfactory to the City's Risk Manager and the City Attorney's office.

Agreements will require a Performance Bond commensurate as specified in this RFP. Such bonds will be in a form and with surety acceptable to the City. In addition, the City may require other forms of assurance from the selected proposer of successful completion of the development.

Any and all costs and expenses associated with the preparation of any report or statement in this response to the RFP shall be borne by the proposer.

The proposer acknowledges that all information submitted in response to the RFP to the City will be subject to the Texas Open Records Act.

All responses relative to this request for qualifications and all information/charts/graphs, etc. produced as a result of this service, if selected, shall become the property of the City of Lancaster without any restrictions on usage, subject to exceptions under the Texas Open Records Act, and are non-returnable. Applicant may maintain a copy of such material for their records as necessary or required by industry standards.

The proposer shall comply with Federal Law, Texas law, and the City Charter, and applicable City Ordinances.

The proposer shall not offer any gratuities, favors, or anything of monetary value to any official or employee of the City or advisors for the purpose of influencing consideration of a response to this RFP.

The proposer shall not collude in any manner or engage in any practices with any other applicant(s) which may restrict or eliminate competition or otherwise restrain trade. Violation of this instruction will cause the applicant's submittal to be rejected by the City. The prohibition is not intended to preclude joint ventures or subcontracts.

All responses submitted must be the original work product of the proposer. Copying, paraphrasing, otherwise using of substantial portions of the work product of another applicant is not permitted. Failure to adhere to this instruction will cause the response to be rejected.

Section 422. Disclaimer

- The information contained herein is provided solely for the convenience of prospective solid waste companies. It is the responsibility of the recipient to assure itself that information contained herein is accurate and complete. Neither the City nor its advisors provide any assurances as to the accuracy of any information in this document.
- Any reliance on these contents, or any communications with City officials or advisors, shall be at the recipient's own risk. Prospective bidders should rely exclusively on their own investigations, interpretations, and analyses in connection with this matter. The RFP is being provided by the City and its advisors without any warranty or representation, express or implied, as to its content, its accuracy or completeness. No warranty or representation is being made by the City or its advisors that any response conforming to these requirements will be selected for consideration, negotiation, or approval.

- The City and its advisors shall have no obligation or liability with respect to this RFP and this selection and award process or whether any award will be made. Any recipient of this RFP who responds hereto fully acknowledges all the provisions of this disclaimer and the disclosure set forth hereafter is totally relying on said disclaimer and disclosure and agrees to be bound by the terms hereof. Any proposals submitted to the City or its advisors pursuant to this RFP are submitted at the sole risk and responsibility of the party submitting such proposal.
- Any action or response taken by the City for any reason or for no stated reason made pursuant to this RFP or in making any award or failure or refusal to make any award pursuant to such submittal, or in any cancellation of an award, or in any withdrawal or cancellation of this RFP, either before or after issuance of an award, shall be without any liability or obligation of the City or its advisors.
- The City will be bound only when a proposal, as same may be modified, and the applicable definitive agreements pertaining thereto, are approved by the City Council and then only pursuant to the terms of the definitive agreements executed among the parties. A response to this RFP, or all responses, may be accepted or rejected by the City for any reason, or for no reason, without any resulting liability to the City and its advisors.

Section 430. Termination for Cause

If at any time Contractor shall fail to substantially perform terms, covenants or conditions herein set forth, City shall notify Contractor by registered or certified mail addressed to Contractor at the address set forth herein of specific reasons in support of City's claim that Contractor has substantially breached the terms and provisions of this Contract. Contractor shall be allowed a thirty (30) day period from the date of receipt of said notice from City to remedy any failure to perform. Should City deem the failure to perform remedied, no hearing shall be held.

Should Contractor fail to remedy its performance, after a hearing described herein, City may terminate this contract and the rights and privileges granted to Contractor herein. A notice shall be sent to Contractor no earlier than 10 days before a hearing is scheduled. The notice shall specify the time and place of the hearing and shall include the specific reasons in support of City's claim that Contractor has substantially breached the terms and provisions of the Contract. Should City still deem Contractor to have failed in its performance, said hearing shall be conducted in public by the City Council and Contractor shall be allowed to be present and shall be given full opportunity to answer such claims as are set out against it in the aforesaid notice. If, after said public hearing, the City Council makes a finding that Contractor has failed to provide adequate refuse collection service for City, or has otherwise substantially failed to perform its duties hereunder, the City Council may terminate this Contract.

Section 430. Background Information

Information is provided in the Appendices for the use and consideration of the Proposer. The City offers no warranties as to the accuracy of the estimates, projections or information. Service levels, container sizes, frequency of collection, number of units, and similar items may vary during the course of the Contract.

Section 431. Discovery

Each proposer shall fully acquaint themselves with conditions relating to the scope and restrictions attending the execution of the work under the Contract including all information provided in this RFP and appendices. Each Proposer shall conduct their own investigations concerning the conditions, locations, and solid waste characteristics and quantities and applicable state and federal laws and regulations that may affect their work and by submitting a proposal, the proposer warrants that they have fully acquainted themselves with such conditions and are prepared to honor all statements and commitments made in their proposal to the City. Proposers will not be reimbursed any costs related to the preparation of their proposal whether successful or not.

Section 440. Contractor Responsibilities

The Contractor shall be responsible for:

1. Furnishing all skill, labor, equipment, materials, supplies and utility services required for providing all services in accordance with this Contract;
2. All actions and activities of its subcontractors;
3. Supplying all records and information required by this Contract;
4. Securing at Contractor's expense all governmental permits and licenses and required regulatory approvals (including those required by City Ordinance);
5. Paying all applicable taxes;
6. Complying with applicable laws and regulations;
7. Performing all work in a timely, thorough and professional manner.
8. Disposing of Garbage collected by the Contractor from the Structures specified by the City at a permitted facility;
9. Processing and Marketing Recyclables collected by the Contractor from the Structure's specified by the City; and
10. All wage increases for Contractor's collectors or other employees, any benefits or added costs resulting from changes in technology, laws and regulations, labor practices, availability of equipment, and other business risks that may affect the performance of this Contract.

Section 450. Definitions

Definitions are provided to clarify items in the Contract. In the event that the definitions provided here differ from those in the most current version of the City of Lancaster's Solid Waste Ordinance now or in the future, the Ordinance shall prevail. A copy of the most recent version of the City's Solid Waste Ordinance has been provided in Appendix F. In addition to capitalized terms that are defined elsewhere, the following meanings apply:

Bags – Plastic sacks, designed to store refuse with sufficient wall strength to maintain physical integrity when lifted by the top. Total weight of a bag and its contents shall not exceed fifty (50) pounds.

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Base Collection Rate – The monthly cost per unit for Single Family Residential garbage collection service, which includes the collection of Recyclables and Bulk and Brush Waste at no additional cost.

Bin (Commercial/Industrial) – Metal receptacle designed to be lifted and emptied mechanically for use only at Commercial and Industrial Units.

Bin (Residential Recycling) – See Recycling Container.

Brush – Plants or grass clippings, leaves or tree trimmings.

Bulky Wastes – Stoves, refrigerators which have CFC's removed by a certified technician, water tanks, washing machines, furniture, loose brush greater than four (4) inches in diameter that cannot be bundled in four (4) foot lengths and weights more than 50 lbs., and other waste materials other than construction debris, dead animals, hazardous waste, or stable matter with weights or volumes greater than those allowed for containers.

Cart – A 95-gallon plastic container, provided by the City or Contractor, equipped with wheels, handles and a tight-fitting cover. Carts are capable of being mechanically unloaded into the Contractor's collection vehicles. The term Cart and Wheeled Container shall be considered interchangeable. Such Cart shall be rodent and insect proof and shall be kept in a sanitary condition at all times. Cart weights, when full, shall not exceed 60 pounds for each 32 gallons of nominal capacity.

City – The City of Lancaster.

Commercial and Industrial Refuse – All Bulky Waste, Construction Debris, Garbage, Rubbish and Stable Matter generated by a Customer at a Commercial and Industrial Unit.

Commercial and Industrial Unit – All premises, locations or entities, public or private, requiring Refuse collection within the corporate limits of the City, not a Residential Unit.

Commercial Hand Collect Unit A retail or light commercial type of business which generates no more than one (1) cubic yard of refuse per week.

Commodity Material that can be sold in a spot or future market for processing and use or reuse.

Commodity Buyer – A buyer or processor, selected by Contractor pursuant to the Contract Documents, of Recyclable Materials delivered by Contractor.

Compactor Unit – A mechanical unit that receives, compacts and reduces the volume of municipal waste, refuse or garbage.

Construction Debris – Waste building materials resulting from construction, remodeling, repair, or demolition operations.

Container – A receptacle with a capacity of at least 18 - 20 gallons but less than 35 gallons constructed of plastic, metal or fiberglass, having handles of adequate strength for lifting. The mouth of a container shall have a diameter greater than or equal to that of the base.

Contract Administrator – The City of Lancaster's designee responsible for actively interacting with the Contractor to achieve the Contracts objectives; monitoring the Contract to ensure Contractor compliance; receiving and maintaining Contractor reports; addressing Contract related problems on behalf of the City; incorporating necessary modifications or changes into the Contract; arbitrating and

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expediting timely resolution customer /Contractor issues; and other duties necessary to implement the Contract.

Contract Documents – The Request for Proposals, Instruction to Contractors, Contractor’s Proposal, General Specifications, the Contract Performance Bond, and any addenda or changes to the foregoing document agreed to by the City and Contractor, and Contract signed by Contractor and City.

Contractor – Such private firm designated by the City for the collection, transportation, and/or disposal of the solid waste and recyclable materials collection and processing.

Curbside Recycling – Recycling services generally provided to Single Family Structures. Recyclables are placed by customers at curbside locations for collection.

Customer – An occupant of a Residential, Commercial Hand Collect, Commercial or Industrial Unit who generates Refuse.

Dead animals – Animals or portions thereof equal to or greater than ten (10) pounds in weight than have expired from any cause except those slaughtered or killed for human use.

Detachable Container (also at times referred to as “dumpster”) – A watertight, all-metal Container, not less than three quarter (3/4) cubic yards in capacity and equipped with a tight-fitting metal or plastic cover and plugged to prevent drainage of leachate. The term shall also apply to Containers of other material of similar size when approved by the City. Detachable Containers two (2) cubic yards and under shall be equipped with at least four (4) wheels. Detachable Containers shall have no jagged edges or holes.

Disaster – An event or occurrence, such as but not limited to wildfires, storms, floods, fires, tornados, earthquakes, etc., determined by the City to have caused widespread destruction and distress.

Disaster Debris – Waste materials including building materials, sediments, vegetative debris, personal property, and other materials resulting from a Disaster. Disaster debris may be generated by any sector affected by a Disaster (e.g., households, businesses, government, etc.)

Disaster Management Plan – The Contractor’s operational policies and procedures that will be implemented to collect, remove and properly dispose of Disaster Debris when an event or occurrence is determined by the City to be a Disaster.

Disposal – The deposition, injection, dumping, spilling, leaking or placing of solid waste into or on the land or water in a manner that the solid waste or a constituent of the solid waste enters the environment, is emitted into the air, or is discharged to the waters of the State of Texas.

Disposal site – See Landfill (Sanitary).

Garbage – Any and all dead animals of less than 10 lbs. in weight, except those slaughtered for human consumption; every accumulation of waste (animal, vegetable and/or other matter that results from the preparation, processing, consumption, dealing in, handling, packing, canning, storage, transportation, decay or decomposition of meats, fish, fowl, birds, fruits, grains or other animal or vegetable matter (including, but not by way of limitation, used tin cans and other food containers; and all putrescible or easily decomposable waste animal or vegetable matter which is likely to attract flies or rodents); except (in all cases) any matter included in the definition of Bulky Waste, Construction Debris, Dead Animals, Hazardous Waste, Rubbish or Stable Matter.

Hazardous Waste – Solid wastes regulated as hazardous under the Resource Conservation and Recovery Act, 42 U.S.C. Section 1002, et seq., or regulated as toxic under the Toxic Substances Control Act, 15 U.S.C.A. Section 2601 et seq., regulations promulgated thereunder or applicable state law concerning the regulation of hazardous or toxic wastes.

Household Hazardous Waste – Items which have been segregated from residential garbage and are designated as **hazardous by the United States Environmental Protection Agency or the State of Texas**.

Landfill (Sanitary) – A place to dispose of refuse and other waste material by burying it and covering it over with soil, especially as a method of filling in or extending usable land.

Leachate – A liquid that has permeated through or drained from solid waste.

Letter of Credit – A written undertaking by a financial institution on behalf of the applicant (the Contractor) to pay the beneficiary (the City) for non-performance in amounts and under conditions as may be specified in the agreement.

Performance Bond – A corporate surety bond that guarantees compensation to the City in the event that it must assume the obligations and/or duties of the Contractor in order to continue the service as defined by the Contract's Specifications.

Polycart – A rubber-wheeled receptacle with a maximum capacity of 90 - 95 gallons constructed of plastic, metal and/or fiberglass, designed for automated or semi-automated solid waste collection systems, and having a tight fitting lid capable of preventing entrance into the container by small animals.

Permit – A permit issued by the State of Texas to operate a municipal waste disposal or processing facility, or to beneficially use municipal waste. The term includes a general permit, permit-by-rule, permit modification, permit reissuance and permit renewal.

Premises – All public and private establishments, including individual residences, all multi-family dwellings, residential care facilities, hospitals, schools, businesses, other buildings, and all vacant lots.

Processing – Any technology used for the purpose of reducing the volume or bulk of municipal waste or any technology used to convert part or all of such waste materials for offsite reuse. Processing facilities include, but are not limited to, transfer facilities, composting facilities and resource recovery facilities.

Proposal Bond – The corporate surety bond or a certified check drawn on a national bank, in the amount specified in the Instruction to Proposers, submitted with the proposal as a guarantee that the proposer will, if called upon to do so, accept and enter in the Contract.

Recyclable Materials – Commodities collected by the Contractor pursuant to the Contract Documents, which can be sold in a spot or future market for processing and use or reuse including, but not limited to, Plastics – numbers 1, 2, 3, 4, 5 & 7; Glass – all colors of glass bottles; Metals – all metal (tin/aluminum) food and beverage cans; Paper – newspapers, catalogs, magazines, junk mail, cardboard and mixed household paper.

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Recycle or Recycling – The collection, separation, recovery and sale or reuse of metals, glass, paper, leaf waste, plastics and other materials which would otherwise be disposed or processed as municipal waste or the mechanized separation and treatment of municipal waste (other than through combustion) and creation and recovery of reusable materials other than a fuel for the operation of energy.

Recycling Container – A plastic receptacle, designed for the purpose of curbside collection of recycling commodities, with minimum capacity of 18 gallons.

Recycling Facility – A facility employing a technology that is a process that separates or classifies municipal waste and creates or recovers reusable materials that can be sold to or reused by a manufacturer as a substitute for or a supplement to virgin raw materials. The term "recycling facility" shall not mean transfer stations or landfills for solid waste nor composting facilities or resource recovery facilities.

Refuse – Residential Refuse and Bulky Waste, Construction Debris and Stable Matter generated at a Residential Unit, unless the context otherwise requires, and Commercial and Industrial Refuse.

Residence, Residential – Any house, dwelling, multiunit residence, apartment house, or any building put to residential use except Mixed Use Buildings.

Residential Garbage – All Garbage and Rubbish generated by a Customer at a Residential Unit.

Residential Unit – A dwelling within the corporate limits of the City occupied by a person or group of persons comprising not more than four families. A Residential Unit shall be deemed occupied when either water or domestic light and power services are being supplied thereto. A condominium dwelling, whether of single or multi-level construction, consisting of four units, shall be treated as a Residential Unit, except that each single-family dwelling within any such Residential Unit shall be billed separately as a Residential Unit.

Roll-off Container – An open top Detachable Container which must be lifted and hauled by a vehicle equipped with a hook lift or winch.

Rubbish – Non-putrescible solid waste (excluding ashes), consisting of both combustible and noncombustible waste materials; combustible rubbish includes paper, rags, cartons, wood, excelsior, furniture, rubber, plastics, yard trimmings, leaves, used or scrap tires, and similar materials; noncombustible rubbish includes glass, crockery, tin cans, aluminum cans, metal furniture, and the like materials which will not burn at ordinary incinerator temperatures (1600 degrees Fahrenheit to 1800 degrees Fahrenheit).

Single Family Home or Dwelling – A detached residential dwelling unit.

Solid Waste – All non-hazardous (as defined by CERCLA and other applicable laws) and non-special (See Special Waste definition) solid waste material including unwanted or discarded waste material in a solid or semi-solid waste, including but not limited to, garbage, ashes, refuse, rubbish, yard waste (including brush, tree trimmings and Christmas trees), discarded appliances, home furniture and furnishings, provided that such material must be of the type and consistency to be lawfully accepted at the Sanitary Landfill under the applicable federal, state and local laws, regulations and permits governing each.

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Special Events – Events sponsored in whole or in part by the City, or conducted within the city and sponsored privately, which include, but are not limited to, Trash-off, fairs, bazaars, socials, picnics and organized sporting events that will be attended by 200 or more individuals per day.

Special Waste – Waste, from a non-residential source, meeting any of the following descriptions: (A) A containerized waste (e.g. a drum, barrel, portable tank, box, pail, etc.), (B) A waste transported in bulk tanker, (C) A liquid waste, (D) A sludge waste, (E) A waste from an industrial process, (F) A waste from a pollution control process, (G) Residue and debris from the cleanup of a spill or release of chemical

Stable Matter – All manure and other waste matter normally accumulated in or about a stable, or any animal, livestock or poultry enclosure, and resulting from the keeping of animals, poultry, or livestock.

Structure – All single family homes, and commercial businesses as well as small businesses included in the specifications. It also means those City Facilities that the City may at its sole discretion include in the Contract.

Wheeled Container – A 95 gallon plastic Container equipped with wheels, handles and a tight-fitting cover. Wheeled Containers are capable of being mechanically unloaded into the Contractor's collection vehicles. The term Cart and Wheeled container shall be considered interchangeable

White Goods – Includes all major appliances, such as washers, dryers, refrigerators, freezers, stoves, dishwashers, hot water tanks, and trash compactors and other items of similar weight, material, size and nature.

Unusual accumulation – (a) For residences, each regular collection more-than six (6) containers of garbage, or the equivalent; (b) for commercial establishments accumulations that would not occur in the ordinary course of business; (c) large, heavy, or bulky objects such as furniture or appliances; and (d) materials judged by the Sanitarian to be hazardous such as oil, acid, or caustic materials.

EVALUATION AND AWARD CRITERIA

Section 500. City Council Award

All proposals will be evaluated by a Proposal Evaluation Committee appointed by the City Manager. There will not be a public bid opening. This committee will recommend to Council the top 2 proposers for final selection to be made by Council. Each Proposer will be informed in writing (via e-mail) of the committee's top 2 recommendations to Council for award by 3 p.m. on Friday, August 31st preceding the Monday City Council meeting in which the final selection will take place.

If any proposer wishes to challenge the recommendation, they may provide a written protest to the entire City Council no later than 1:00 p.m. Friday 11th prior to the Monday 14th night final selection and award of the Contract. Written protests should be filed with the City Secretary's Office. Rules regarding contact with City officials as described in the "Notice to Proposers" will be strictly enforced and could result in disqualification of any proposer from further consideration. Following the City Council award it is the City's expectation that that Contract negotiations will proceed quickly since each proposer will be asked to identify any concerns with the proposed Contract as part of their proposal.

Section 510. Criteria for Evaluating Proposals

Evaluation of proposals will consist of a review of the written proposals by the Committee. Based on the results of the evaluation of the written proposals, interviews will be conducted with the top rated proposers. On an as-needed basis, the Committee may conduct site visits, reference checks, independent verification of credit ratings, corporate reputation, etc. and any other procedures or due diligence considered necessary for determining the best overall proposal to provide the requested services. The information gathered during these procedures will be documented and incorporated into the following evaluation matrix: and the proposals shall then be rated on the following specifications.

Section 511. Scoring of Proposals

a. Written Proposal Evaluation Criteria

1	Compliance with the RFP Format	15
2	Base Fees, (including Single family, Commercial City Facility and Small Business Collection Services)	25
3	Quality and Cost of Disaster Debris Collection	15
4	Quality and Cost of Recycling Collection	5
5	Utilization of alternative fuels for environmental purposes	5
6	Resources of Contractor to achieve Work Objectives (labor, equipment, etc.)	10
7	Financial Stability of the Contractor	15
8	Quality of Detailed Work Plan in achieving the City's Service Objectives	20
9	Past Performance and Experience in providing Similar Services in Metroplex Area	10
10	Competence and Experience of Key Personnel, Management Staff and Supervisors	20
11	Environmental Management Plan and Compliance History	10
	Total Points	150

b. Oral Proposal Evaluation Criteria

1	Demonstrated Understanding of The City's Service Objectives and Specifications	35
2	Ability of Key Personnel, Management Staff and Supervisors to Explain and Resolve Relevant Issues in the Proposed Work Plan	35
3	Demonstrated Understanding and Skills to Implement Disaster Debris Plan in compliance with FEMA regulations	25
4	Demonstrated Understanding and Skills to Implement Recycling Incentive Program	10
5	Demonstrated Understanding of Related Costs and Expenses for Services	30
6	Demonstrated Understanding and Skills to Implement Environmental Management	15
	Total Points	150

SCOPE AND SERVICE SPECIFICATIONS

Section 600. General Specifications

Section 601. Term

All services contained in this RFP will be for a period of seven years commencing on or about January 01, 2016 and ending December 31, 2022. The City at its option may renew the Contract for one additional three-year term for a total of 10 years.

Section 602. Alternatives to the required specifications

Specifications contained herein are the minimum level of service to be provided. If a proposer wishes to propose a higher level of service or innovative collection methods that will benefit residents through increased service or reduced costs, they should propose the innovative service as an alternative to the base service so that the City may determine the best option for its citizens. The description of the alternative service should be provided under Tab 17 of the proposal submission.

Section 603. OSHA, Health and Environmental Laws

The Contractor shall comply with the federal Occupation Safety and Health Act of 1970, as amended ("OSHA") and the regulations promulgated under the Act and with standards and regulations issued to implement these statutes from time to time.

The Contractor is also responsible for meeting all pertinent local, state and federal health and environmental laws, regulations, and standards.

Section 610. Exclusive Collection Area

The Contractor shall have the exclusive right to provide all collection services called for in this Contract within the boundaries of the City of Lancaster.

Section 620. Description of Services

Public health and safety, as well as environmental protection, are of primary importance to the City of Lancaster. Therefore, the City intends to implement through contracted services a municipal solid waste management program that encourages waste minimization and increases opportunities for recycling. Services will include the collection of Garbage, Bulk Waste, Brush, and Recyclables, as well as Household Hazardous Waste and Disaster Debris. In addition, a Recycling Incentive Program must be implemented by the Contractor. Roll-off services for Construction Debris, remodeling-related materials and waste including, roofing, materials, carpeting, and similar materials and activities are not included in the scope of work service for this Contract.

Differing levels of service for Garbage, Recyclables Brush and Bulk Waste will be required for Structures specified in the Contract including: Single Family Residential Units, Commercial, Small Businesses, City Facilities.

Section 621. Cart Placement for Collection

As a general rule, residents are required to place their Wheeled Containers next to the alley for pickup. Exceptions are when the residence has no alley or only a grass (unimproved) alley. Certain improved alleys are narrower than the standard alley and may require smaller collection vehicles than the Contractor might normally use. It is the City's intention to continue residential collection at the same location as the residence has received in the past. Proposed Exceptions to this approach should be clearly stated and included under Tab 17 in the Contractor's proposal.

Section 622. Holiday Collections

The Contractor shall not provide collection services on legal holidays including New Year's Day, Memorial Day, and Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. If the holiday falls on a regularly scheduled workday, collections for the holiday and each day thereafter will be delayed one day and Friday's material shall be collected on Saturday. The City will consider exceptions to the Christmas schedule when the holiday falls on a weekend.

Section 630. Garbage Collection

Collecting and disposing of residential solid waste in accordance with City Ordinances will be considered the minimum level of required customer service. In addition, the Contractor will be expected to use professional judgment and common sense when dealing with customers that do not comply with the letter of the ordinance. The degree of non-compliance, the impact on the Contractor's operations, the number of times the customer has not complied and the number of attempts to resolve the issue should all be considerations in the Contractor's attempt to resolve the issue.

Section 631. Single Family Residential Garbage Collection

For collection of Single Family Residential, the Contractor shall service the Collection Area which is divided into five collection sectors. The five collection sectors and their days of collection are provided in Appendix B. All Single Family Residential collections shall be performed once per week. Within the Collection Area, the collection days shall adhere to the current schedule established by the City.

Collections shall be made from Structures on a regular schedule on the same day and approximately the same time each week.

Section 632. Compactor Units

For those Commercial Businesses that utilize Compactor Units, the Contract provides for the collection and transport of the Compactor Unit's Detachable Container. The purchase, lease, installation, maintenance and repair of the Compactor Unit or any related parts or accessories, as well as the Detachable Container are between the Contractor and the Commercial Business owner/manager. The Contractor shall bill the Commercial Business directly for these additional services if and when provided.

Section 633. Small Businesses Garbage Collection

For collection of Small Businesses included in the Contract, the Contractor shall service the Collection Area under the existing collection schedule. All Small Businesses collections shall be performed weekly. Within the Collection Area, the collection days shall adhere to the current schedule established by the City

Collections shall be made from Structures on a regular schedule on the same day and approximately the same time each week.

Section 634. Detachable Container Collection for Construction Debris, Remodeling

The Scope of Work and the Contract provides exclusive rights to the Contractor for the collection of Construction Debris, and waste materials, such as carpeting, roofing, drywall, etc., resulting from remodeling activities, which are generated in quantities requiring a Detachable Container, including but not limited to a Roll-off Container, for on-site storage, collection and transport.

Section 640. Recycling Collection

The City requires a single stream recycling collection program for all Single Family Residential units in the Collection Area. The City requires recycling to be provided by the Contractor at select City facilities.

Section 641. Recyclable Materials for Collection

At a minimum, the Contractor shall collect, in a single stream system, the following recyclable materials:

Plastic – Numbers 1, 2, 3, 4, 5 & 7; Glass – all colors of glass bottles; Metal – all metal (tin/aluminum) food and beverage cans; Paper – newspapers, catalogs, magazines, junk mail, cardboard and mixed household paper.

Contractor must demonstrate processing capability or contracts to process and recycle all materials collected.

Unless otherwise proposed as part of a Recycling Incentive Program, the Contractor shall retain 100% of all revenues realized from the sale of recyclable materials. The Contractor shall collect materials “as is”. Materials collected by Contractor shall become the property of the Contractor when collected. Contractor should clearly disclose any additional types of recyclable materials they wish to collect.

Section 642. Single Family Residential Curbside Recycling Collection

For collection Single Family Residential, the Contractor shall service the Collection Area, which includes the entire city, weekly. Within the Collection Area, the collection days shall adhere to the current schedule established by the City.

Collections shall be made from structures on a regular schedule on the same day and approximately the same time every week.

Section 656. Marketing

The City will supply initial data, such as street addresses and zip codes, to populate the database for the Weight Based Recycling Incentive Program. The City will also provide information on new residential accounts to provide new customers with activation kits and supplemental information for Weight Based Recycling Incentive Program.

The City reserves the right of final approval on any marketing campaigns.

The Contractor will be responsible for providing and distributing marketing material such as mailers, general distribution pieces and welcome kits. The Contractor will cover the cost of creating and cover mailing the welcome kits and other marketing materials to customers. The City reserves the right of final approval on any marketing materials.

Section 657. Privacy Policy

At no time will a participating customer's information be given to or sold to a 3rd party. No personal information, including name, address, phone number, purchasing habits, etc., shall be shared with sponsors and advertisers. The Contractor will share recycling information with the City down to the individual lot level.

Section 658. Project Timeline

Within 30 days of the award date of this Contract a timeline will be constructed and agreed to by the Contractor and the City. This will outline milestones so communication can be given to the customers and any marketing can be timed for the most effective results. The estimated completion for the roll out is between 45 and 60 days prior to the effective date of the Contract. The timeline will become part of the Implementation Plan per Section 800.

Section 660. Brush and Bulk Collections

For collection of Single Family Residential units, the Contractor shall service the Collection Area which is divided into five collection sectors, with each sector to be collected bi-monthly under the existing collection schedule. The five collection sectors and their days of collection are provided in Appendix B. All Single Family Residential Brush and Bulk collections shall be performed bi-monthly. Within the Collection Area, the collection days shall adhere to the current schedule established by the City. Collections shall be made from Structures on a regular schedule on the same week each year.

An unlimited volume of Brush and Bulk waste per residence will be collected by the Contractor. The Contractor may opt to use a Composting Facility for the disposition of Brush, however, the City will not place additional or special requirements on residents to separate or prepare Brush for this purpose.

Brush includes but is not limited to, tree and/or bush branches, marsh plants such as cattails, and tropical grasses such as bamboo and all other similar plant life, twigs and trimmings that are generally too large or otherwise impractical to place in the residential container. Bulk waste is large rubbish items including but not limited to household appliances, bicycles, furniture, rugs, mattresses, televisions, tree limbs, fence material and other similar items.

Appliances or "White Goods" such as a freezer, refrigerator, water cooler, dehumidifier, air conditioner and any other appliances containing refrigerants must be tagged certifying that all refrigerants have been removed by a certified refrigerant technician prior to their placement for collection.

Collecting and disposing of brush and bulk items in accordance with City Ordinances will be considered the minimum level of required customer service. In addition, the Contractor will be expected to use professional judgment and common sense when dealing with customers that do not comply with the letter of the ordinance. The degree of non-compliance, the impact on the Contractor's operations, the number of times the customer has not complied and the number of attempts to resolve the issue should all be considerations in the Contractors attempt to resolve the issue.

Section 670. City Facilities, Special Requests and Events

City accounts are divided into two categories: 1) normal scheduled service at predetermined locations; 2) as needed services for seasonal activities or special projects; all services will be for a five year period with two one year renewals at the City's option. Appendix A contains the listing of current services required.

Section 671. City Facilities

The Contractor shall collect Garbage and Recyclables from Carts and Detachable Containers at those City Facilities included in the Contract at the frequency and day(s) specified by the City, Monday through Saturday. The Contractor shall not be required to provide more than daily collection per location. The City has supplied information regarding Structures receiving Cart and Detachable Container service, the number and size of the Containers and the collection frequency in Appendix A.

Section 672. Removal of Illicit and Illegal Dumping on City Property

The City will occasionally have appliances or other bulky debris illegally dumped on City property such as greenbelts, parks, medians or rights of way. The Contractor shall pick up and dispose of such materials at no charge. The City will be responsible for notifying Contractor and Contractor will have up to 2 business days to complete the task.

Section 673. City Sponsored Special Events

The Contractor will provide Garbage and/or Recycling Collection services for up to ten City-sponsored events/festivals per year, with four (4) thirty-yard roll-off containers per year at no charge to the City. The Contractor will be responsible for delivery, pick up and disposal for up to twenty-five 95 gallon containers per event. The City will provide a two week notification to the Contractor to schedule such events. The City reserves the right to designate a large event as "two events" in order to utilize additional containers. Unused events will not carry over. Additionally, Contractor will provide Solid Waste and Recycling educational materials at each Trash-off event.

Section 680. Disaster Debris

Disasters typically result in volumes of Brush and Bulk Waste in excess of those realized in weekly collections. When the City determines, for the purposes of this Contract, that an event or occurrence is a Disaster the Contractor will be responsible for collecting Disaster Debris placed for collection from Single Family Residential, Commercial and City Facilities within the Collection Area. The City requires a prompt and comprehensive response immediately after such events occur. The Contractor shall provide a Disaster Management Plan in compliance with the Federal Emergency Management Agency (FEMA) requirements and regulations on Proposal Form 7 that describes the response time, resources, methodology and mechanisms necessary to meet the City of Lancaster's Disaster Debris requirements.

Section 690. Household Hazardous Waste

The City currently does not provide Household Hazardous Waste service, a service dedicated to the reduction of household hazardous waste. The City of Lancaster and the Contractor will coordinate periodically to organize a one-day drop off event within the city limits. A minimum of two such events will be required per year during the seven-year Contract period. These services will be provided by the Contractor at no additional cost to the City. Contractor will be responsible for finding a suitable location for the event, collecting the items and transporting the items collected to area disposal facilities. In addition, Contractor is responsible for paying for the disposal of hazardous waste left by Lancaster residents during the event, at the regional drop off center.

COLLECTION EQUIPMENT

All vehicles, facilities, equipment, and property used in the performance of this Contract, other than Carts or Detachable Containers provided by the City and/or Commercial businesses, shall be wholly owned by the Contractor; provided, that leases, conditional sale contracts, mortgages, or other agreements for the use or financing the purchase of vehicles, facilities, equipment and property may be allowed with the prior written approval of the City.

Section 700. Vehicle Specifications

At the start of this Contract, all vehicles used in collection shall be in good operating order. All vehicles shall be kept in a clean and sanitary condition with the interior of the cab free of clutter. All collection equipment used under this Contract shall meet all applicable State and Federal Safety Standards and Contractor shall obtain all required operating permits and registrations.

Collection vehicles shall be painted in Contractor's color or colors subject to approval by the City, the Recycling Vehicles must be clearly labeled so that they are distinguishable from those collecting waste.

The vehicles shall be numbered consecutively, and shall have painted in a contrasting color, at least six inches high, on each side of each vehicle and on the rear of the vehicle, the number of the vehicle. No advertising shall be permitted other than the name and address of the Contractor. The Contractor shall place a customer service telephone number, on all collection trucks.

Collection vehicles shall be sufficient to service all Structures at the frequency and level of collection specified. Collection vehicles shall be capable of handling, in the safest and efficient method available, the carts or containers and material specified for each structure on its route.

The City may inspect Contractors vehicles at any time to insure compliance of equipment with Contract, or require equipment replacement schedule to be submitted to the City. Vehicles are to be washed on the inside and sanitized with a suitable disinfectant and deodorant a minimum of once a month. Such vehicles shall be washed and painted or repainted as often as necessary to keep them in a neat and sanitary condition.

All vehicles used by management personnel, including route supervisors, shall be equipped with cell phones with voice mail so that they can be contacted by the City. Collection vehicles will be equipped with two-way communication devices so that the Contractor's staff and driver may communicate during the route collection.

All such vehicles shall be operated in conformity with the laws of the State of Texas.

Section 710. Vehicle Maintenance and Inventory

The Contractor shall provide to the City with the proposal documents a complete inventory showing each vehicle (type, capacity, approximate age) used for performing the Contract, which vehicles shall conform to specifications set forth in Section 700. No later than 30 days prior to Contract implementation, the Contractor shall confirm and verify the inventory provided with the proposal documents. The inventory shall become part of the Implementation Plan outlined in Section 800. Upon approval of the City, the Contractor may change equipment from time-to-time and shall revise the inventory accordingly. The Contractor shall provide the City with the revised inventory within one (1) week of any changes. The Contractor shall maintain a vehicular fleet during the performance of this Contract at least equal to that described in the inventory.

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To ensure the integrity of alternative fuel systems, all vehicles utilizing alternative fuels shall be inspected on a yearly basis. These vehicles shall not be operating more than twelve (12) months without being inspected. Doing otherwise would be considered a contract breach. Proof of inspection by a certified technician shall be submitted to the City by **December 15th of each year.**

Section 720. Supplying Recycling and Trash Carts

The Contractor will be supplying specifications for 95 gallon containers to be utilized for recycling and trash. The Contractor will purchase additional Carts meeting the same specifications listed in Appendix G.

All carts should have stickers with information on cart placement and what items are considered recyclable materials.

The Contractor must maintain an inventory of containers throughout the Contract. The Contractor should store at the Contractor's own facility, on an ongoing basis, an inventory of sufficient quantity necessary to facilitate the monthly exchanges and deliveries required.

Upon notice from the City, the Contractor shall deliver Carts to occupants who move into the Contractor's Collection Area. The Contractor will be responsible for responding to requests from and delivering Carts to customers who need a Cart replacement for whatever reason. Carts shall be delivered no later than five (5) business days after notice from the City. Used carts must be cleaned prior to reentry into the system and delivery to customers. Damaged Carts shall be removed at the same time a replacement cart is delivered.

The Carts shall be provided with instructions for proper use, including any customer actions that would void manufacturer warranties, such as placement of hot ashes in the Container causing the Cart to melt, and procedures to follow to minimize potential fire problems.

Section 730. Cart Repair or Replacement

The Contractor will be responsible for maintaining all residential recycling containers in good working order including the purchase and installation of necessary replacement parts and coordinating all warranty work with the manufacturer.

The Contractor shall be responsible for the repair and/or replacement of all City-owned Carts for whatever reason including the purchase of additional Cart inventory as needed.

Damage to Carts on customers' premises is at the Contractor's risk, rather than the City's, as between those parties and without affecting the risk or liability of others.

Section 740. Supplying Detachable Containers for Garbage, and Recyclables

Collection

Prior to the beginning of the Contract, the Contractor shall provide Detachable Containers for Garbage and/or Recyclables Collection to all those City Facilities receiving Detachable Container collection service under this Contract. Detachable Containers will be standard Containers capable of being serviced by front, or rear load, collection vehicles and/or roll-off vehicles compatible with compactor units.

The Contractor will supply, where Carts are not feasible, all Detachable Containers, necessary for the Contractor to provide Commercial collection services under this Contract. The Contractor shall be

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responsible for Container Storage and delivery of Containers to these locations. Collection Containers will include front load Detachable Containers and/or roll-off vehicles compatible with compactor units.

Detachable Containers shall be located on the premises in a manner satisfactory to the City or site manager and convenient for collection by the Contractor. The City whose decision shall be final and binding, shall mediate any disagreements over Container placement and collection.

The Contractor is not required to collect from Detachable Containers if access across the customer's private property is blocked.

Section 741. Detachable Container Collection for Construction Debris, Remodeling

The Scope of Work and the Contract provides exclusive rights to the Contractor for the collection of Construction Debris, and waste materials, such as carpeting, roofing, drywall, etc., resulting from remodeling activities, which are generated in quantities requiring a Detachable Container, including but not limited to a Roll-off Container, for on-site storage, collection and transport.

Section 750. Detachable Container Standards

Detachable Containers supplied by the Contractor shall be painted a uniform color, bear the name and telephone number of the Contractor, and bear a serial number coded for Container size. Detachable Containers shall be painted at least once every 2-1/2 years and shall be steam cleaned at least once each year or as directed by the City.

On an individual basis, the City may require the Contractor to place on a Detachable Container, the service address, wheels and/or locks.

The Contractor is responsible for removing graffiti from its Detachable Containers. Collection drivers shall regularly note Containers containing graffiti. Contractor personnel shall then remove reported graffiti. The Contractor shall remove any graffiti reported by the City within five (5) business days of notification.

Section 760. Detachable Container Installation and Maintenance

Each Detachable Container is subject to inspection by the City and approval as to appearance and condition before placement at any City facility.

A Detachable Container shall be reconditioned and repainted if necessary before being supplied to a city that had not used it earlier. If the City so requires, a Detachable Container shall be cleaned or repainted within thirty (30) days.

If appropriate to serve the City's needs and/or locations, the City may require the Contractor to install and service a front-end load, rear load Detachable Container. The City may also require the Contractor to equip a Detachable Container with plastic lids.

Section 770. Detachable Containers Repair or Replacement

Damage to Detachable Containers on customers' premises is at the Contractor's risk, as between those parties and without affecting the risk or liability of others.

The Contractor shall be responsible for the repair of all Contractor Detachable Containers damaged due to the Contractor's negligence. The Contractor shall repair or replace within two business day any Detachable Container that the City determines does not comply with ordinance standards or constitutes a health or safety hazard.

TRANSITION

Based on the content of proposals, the negotiated terms of the Contract and revisions to City Ordinances, the Contract will require a period of transition. Certain details, procedures, and information will need to be exchanged for successful implementation of the Contract.

Section 800. Implementation Plan

A schedule of activities and detailed procedures related to the effective implementation and operation of the Contract will be developed by the Contractor and the City after the Contract is signed and prior to beginning collections under the Contract. This shall be known as the "Implementation Plan." This plan shall include the procedures and activities listed below and shall include completion dates for each activity.

- 1) Container inventory exchange and procedures for accurate accounting;
- 2) Container delivery plans for Commercial and schedule, including number of Containers to be delivered per week, start and completion dates;
- 3) Procedures for identifying Commercial businesses receiving Recycling Services;
- 4) Procedures for communicating details of Recycling Incentive Program;
- 5) Procedures for transmitting information to and from the City to the Contractor;
- 6) Standards for the electronic transfer of information;
- 7) Vehicle Inventory; and
- 8) Other items identified by the parties.

The Implementation Plan shall not contain procedures, activities or schedules that conflict with any terms of this Contract.

COMMUNICATION AND MEETINGS

Section 900. Contractor's Office

The Contractor shall maintain an office or other facilities through which they can be contacted. It shall be equipped with sufficient telephones having local phone numbers and shall have a responsible person in charge and adequate persons available to answer the phone from 7:30 a.m. to 5:30 p.m. on regular collection days. When collection is postponed one day for the holiday schedule Contractor's customer service personnel must be available to answer phones on all days during which collection service is provided. An informative recording answering frequently asked questions shall be available at all other hours.

Section 910. Customer Service and Complaint Resolution

The City will be primarily responsible for receiving complaints and will work with the Contractor to resolve all complaints. A log of all complaints received including date, address, complainant, nature of complaint and resolution shall be maintained by City. The Contractor shall give each complaint received prompt and courteous attention. In the case of alleged missed scheduled collections, the Contractor shall investigate and, if such allegations are verified, shall arrange for collection within the same business day after the complaint is received. In the event that a complaint cannot be resolved and the City's Contract Administrator is notified by the complainant, it will be the Contractor's responsibility to provide adequate documentation to demonstrate that the complaint was handled in a satisfactory manner.

Section 920. Customer Grievances.

The Contractor will designate a representative to adjudicate customer grievances. At the City's request, the representative will join the City in meeting with an aggrieved customer within 24 hours of notification to resolve a complaint about spillage, a refusal to serve or a missed pick-up, and/or other deficiency in service or a need for special service. The decision of the City shall be final and binding.

Section 930. Meetings

In order to minimize problems during implementation of the Contract, to provide a forum for discussing and resolving any operational questions or issues that may arise, and for updating the Implementation Plan the parties agree to meet on a regular basis as follows:

- 1) The period from the date the Contract is executed until six months after the actual semi-automated collection services begin (or such earlier date as may be mutually agreed to by the parties) shall be referred to as the "Implementation Phase". During the Implementation Phase, meetings shall be held between representatives of the parties on a weekly basis, or on such more or less frequent basis as may be mutually agreed. The primary purposes of such meetings shall be to develop and/or refine the Implementation Plan, to evaluate the Contractor's performance in implementing the Contract, to evaluate container delivery progress or problems, to air and seek resolution of complaints, to discuss any actual or perceived problems with service, and to discuss promotion, public information and public relations.
- 2) After the Implementation Phase, meetings shall be held at least on a monthly basis, unless otherwise mutually agreed to, between representatives of the parties. Such meetings shall be held for the purpose of reviewing and discussing day-to-day operations, promotion, public information and public relations.
- 3) Meetings shall be held at the offices of the City unless otherwise agreed upon by both parties. Each party shall be available for at least 90 minutes per meeting, unless otherwise agreed in advance. Meetings shall be held during normal business hours.

Section 940. Newsworthy and Emergency Notifications

During the term of the Contract, there may be activities or circumstances, positive or negative, involving the Contractor's business that could be newsworthy. Likewise, the Contractor, or Contractor's employees could be involved in a motor vehicle accident; an environmental accident. The Contractor must contact the City's Contract Administrator immediately and no later than 24 hours in the event of one of the following: any news coverage or sudden event that could impact the service the Contractor provides to the City; any news coverage or sudden event that could initiate citizen phone calls to the City; an environmental emergency or incident, including spills, that involves the Contractor, a related business of the Contractor, or a Contractor's employee; a motor vehicle accident which occurred while providing services under the Contract; personal injury accidents which occurred while providing services under the Contract; property damages which occurred while providing services under the Contract.

Section 950. Customer Notifications

The City will coordinate with the Contractor and approve all necessary communications with residential customers including but not limited to fee changes, route changes, holiday schedules, promotion of mulching and composting to reduce waste etc.;

REPORTING

Section 1000. Reporting

The City shall provide the Contractor access to the Go Request Tracking System for daily reports. If not established by an outside authority, report formats will be mutually agreed to by Contractor and the City.

Section 1010. Monthly Reports

The Contractor will provide the City detailed reports on the Recycling Incentive Program for Single Family Dwellings on a monthly basis.

Complete and accurate Monthly Reports must be submitted to the Contract Administrator in a format acceptable to the City on or before the following dates each year during the term of the Contract:

January 15	February 15	March 15
April 15	May 15	June 15
July 15	August 15	September 15
October 15	November 15	December 15

Such reports shall include resident-by-resident (address) and route-by-route information regarding participation rates, recycling rates, and Cart inventory. All information provided in the reports becomes the property of the City. The City shall have the right to use the data for whatever purposes it deems appropriate.

Section 1020. Quarterly Reports

Complete and accurate Quarterly Reports must be submitted to the Contract Administrator in a format acceptable to the City on or before the following dates:

First Quarter Report – December 31st
 Second Quarter Report – March 31st
 Third Quarter Report – June 30th
 Fourth Quarter Report – September 30th

Quarterly Reports must contain the following information:

- 1) Monthly tonnages by category of service:
 - Curbside Residential Garbage
 - Commercial Hand Collection
 - City Facility Garbage
 - Curbside Residential Recycling
 - City Facility Recycling
 - Residential Brush & Bulk
 - Disaster Debris by Event
- 2) Weekly set out rates by category of service: The report must contain the methodology used to determine accurate set-out rates.
 - Curbside Residential Garbage
 - Commercial Hand Collection

City Facility Garbage
Curbside Residential Recycling
City Facility Recycling
Residential Brush & Bulk
Disaster Debris by Event

- 3)** Summary of motor vehicle accidents or moving violations involving Contractor's vehicles occurring during the quarter while providing services under the Contract.
- 4)** Summary of property damage claims or personal injury claims received by the Contractor as a result of providing services under the Contract.
- 5)** Customer complaints received by Contractor, arranged and listed by category, including date, address, complainant, nature of complaint and resolution.
- 6)** Tonnages and payments made due to City participation in the Household Hazardous Waste program.
- 7)** SEC 10Qs (if applicable).
- 8)** Changes in Compliance history.

Section 1030. Annual Reports

A complete and accurate Annual Report must be submitted to the Contract Administrator in a format acceptable to the City on or before the following date:

September 30

- 1)** Audited Financial Statements.
- 2)** Reconciliation/Inventory of 95 gallon containers, should this alternate option be selected.
- 3)** SEC 10-K (if applicable).

COMPENSATION

Section 1100. Payments to the Contractor

For residential collections, Contractor will be compensated through charges to the residential solid waste customers that they service. The City will bill and collect the solid waste charges. The Contractor will be paid 99.5% of the portion of monthly charges billed related to the Contractor’s portion of the residential rates. The remaining 0.5% will be retained by the City as an allowance for uncollectable accounts, in a liability account to be reconciled at the end of each fiscal year of the contract. Payment will be made monthly on the 25th of the month for the billings in the previous calendar month.

Section 1101. Commercial Billing

The Contractor will provide billing to and collection from all commercial accounts. The Contractor agrees to pay to the City a street usage fee, as agreed upon between the City and Contractor, on or before the last day of each month. Such fee will be based on the gross amount billed for all services rendered during the preceding month excluding any sales taxes.

Section 1110. Deductions of Liquidated Damages.

The Table of Liquidated Damages references performance criteria defined throughout the Contract specifications and monetary damages associated with each. The acts or omissions, within the control of the Contractor, in the left hand column are a breach of this Contract; the amounts in the right hand column are set as Liquidated Damages. Liquidated Damages may be deducted from the monthly payment due to the Contractor as determined by the City.

The City shall provide Contractor with written notice of all liquidated damages assessed on at least a monthly basis.

Should the City neglect or opt not to enforce a penalty for any given offense on any given date or time, it shall not remove the ability of the City to enforce such penalty retroactively or in the future.

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Table of Liquidated Damages

OMISSION	LIQUIDATED DAMAGES
Commencement of collection prior to 6:00 a.m. except as expressly permitted herein	\$100 per incident (each truck on each route is a separate incident)
Failure to clean-up and collect spillage	\$10 per incident
Unsanitary condition of vehicle exterior	\$100 per incident
Failure to collect missed Garbage, Bulk/Brush Waste or Recyclables, within one business day (including Saturday) after a makeup request is given to the Contractor.	\$25 each incident to a maximum of \$250 per truck per day for Cart \$50 each incident per Detachable Container
Missed collection of whole block. (This excludes collections prevented by weather and holiday rescheduling.) A whole block miss is defined as missing 3 or more houses on the same side of the street	\$150 per whole block
Failure to provide Multi Family Dwellings additional or larger Containers for either Garbage or Recycling , or increase collection frequency within ten (10) business days of notification.	\$25 per Container per day
Failure to deliver Multi Family Dwellings Containers to new participating Structures within 5 business days of the receipt of the new sign-up request.	\$25 per Container per day
Failure to deliver or replace Garbage Carts, or Curbside Recycling Wheeled Containers for any reason within five (5) business days of notification	\$25 per Container per day
Any additional misses, at the same address, within one (1) year after Contractor's receipt of 2nd notice regarding no collection.	\$200 each incident
Complaint calls received by City Hall in excess of 50 per month	\$50 per call
Failure to submit complete and accurate daily, monthly and annual reports	\$100 per day per incident
Failure to make all required collections during a week due to non-weather related service disruptions	\$250 per collection route
Hydraulic Spill cleanup	\$100 per incident
Failure to notify the City of any issues on route causing delays	\$100 per incident
Failure to notify the City when a collection is complete for a sector	\$100 per incident

Section 1120. Billing and Account Management

The City will continue to provide financial management services for all accounts in the Contract. These include:

1. Monthly billing and collection of all residential and commercial accounts;
2. New resident initiation of service;
3. Account termination and special collection procedures for final accounts; and
4. Billing for special brush and bulk item pick up services provided to individual residents.

Section 1121. Proration of Charges

For move-ins and move-outs billing will be prorated for the residential solid waste fee based on the number of days in the billing period.

Section 1130. Required Reporting to Contractor

The City shall provide to the Contractor certain information necessary for the implementation of the Contract and related to payments due to the Contractor.

Section 1131. Transition

- Inventory of 95 gallon carts in recycling pilot program area.

Section 1132. Monthly

- Monthly residential billing amounts.

Section 1133. Annual

- Audited Annual Report including Solid Waste Fund statements.

Section 1140. Regulatory Rate Adjustment

Base rate adjustments will be considered by the City one month following the second year of the primary term of the contract. Contractor may petition the City, in writing, for an increase or decrease in the rates no more than once per two years or every other year during the life of the contract. The price increase or decrease shall go into effect beginning on January 1 of the year for which the adjustment was requested for.

The unit prices for Residential Units and rates for Commercial Customers may be increased in an amount not to exceed 3%. Contractor must receive approval from the City Council, after public hearing, in order to increase the base rates, which approval shall not be unreasonably withheld.

Contractor may petition the City Council from time to time for adjustments to reimburse the Contractor for the reasonable costs to Contractor of any capital and/or operating expenditures including taxes, fees, and surcharges required or imposed solely by federal or state law, regulation, rule, permit, or permit condition, that was not imposed because of the action or inaction of the Contractor. The Annual Rate Adjustment shall be calculated using the Consumer Price Index (CPI-U) for the Dallas – Fort Worth Region. All CPI rate increase requests must be submitted to the City by April 1st of each year under this contract.

The LANDFILL portion of the base rate shall be determined using the following formula:

Hauling Portion equals 70% of the Base Rate
Landfill Portion equals 30% of the Base Rate

The Landfill portion of the Base Rate shall be adjusted during October of each year to reflect any increase, or decrease, in the actual landfill cost for the waste collected as a result of this Contract. Documentation will be required to demonstrate the need for any change in the Landfill portion of the Base Rate.

Section 1150. Tax Exempt Purchasing by Contractor

Texas Tax Code 151.311, which is copied below, allows a vendor to purchase many items exempt from state and local sales taxes in the performance of their contract with the City. Vendors who respond to this Request For Proposal will be expected to take advantage of this tax exemption as allowed by state law. Vendors should take the initiative to verify the tax exempt details with the State of Texas Comptroller's Office, but here are a few stipulations from them:

- All products purchased to perform on the contract must be used on the contract. For example, a vendor cannot purchase 100 pieces of lumber for our contract and use some of them for another taxable client.
- The rental of items such as scaffolding, barricades, or rental equipment is not exempt from taxes.

It is our understanding that vendors can provide their suppliers with a completed Texas Sales And Use Resale Certificate (<http://www.window.state.tx.us/taxinfo/taxforms/01-3392.pdf>) to receive this exemption. You may contact the State of Texas Comptroller's Office for details, and their contact information can be found at <http://www.window.state.tx.us/contact.html>. Vendors who respond to this RFP are expected to pass this tax savings along to the City. No exempt state and local sales taxes will be paid to the winning contractor.

§ 151.311. TAXABLE ITEMS INCORPORATED INTO OR USED FOR IMPROVEMENT OF REALTY OF AN EXEMPT ENTITY.

(a) The purchase of tangible personal property for use in the performance of a contract for an improvement to realty for an organization exempted under Section 151.309 or 151.310 of this code is exempt if the tangible personal property is incorporated into realty in the performance of the contract.

(b) The purchase of tangible personal property, other than machinery or equipment and its accessories and repair and replacement parts, for use in the performance of a contract for an improvement to realty for an organization exempted under Section 151.309 or 151.310 of this code is exempt if the tangible personal property is:

- (1) necessary and essential for the performance of the contract; and
- (2) completely consumed at the job site.

(c) The purchase of a taxable service for use in the performance of a contract for an improvement to realty that is performed for an organization exempted under Section 151.309 or 151.310 of this code is exempt if the service is performed at the job site and if:

- (1) the contract expressly requires the specific service to be provided or purchased by the person performing the contract; or
- (2) the service is integral to the performance of the contract.

(d) For purposes of this section, tangible personal property is completely consumed if after being used once for its intended purpose it is used up or destroyed. Tangible personal property that is rented or leased for use in the performance of the contract cannot be completely consumed for purposes of this section.

REQUIRED INSURANCE AND INDEMNITIES

The Contractor shall secure and maintain throughout the duration of this Contract insurance of such types and in such amount as may be necessary to protect itself and the interest of the City against all hazards or risks of loss as hereinafter specified. The form and limits of such insurance, together with the underwriter thereof in each case, shall be acceptable to the City but regardless of such acceptance it shall be the responsibility of the Contractor to maintain adequate insurance coverage at all times. Failure of the Contractor to maintain adequate coverage shall not relieve him of any contractual responsibility or obligation.

Section 1200. General Requirements

Satisfactory certificates of insurance shall be filed with the City prior to starting any work under this Contract. The certificates shall state that 30 days advance written notice will be given to the City before any policy covered thereby is changed or canceled.

The Contractor shall comply with all Federal, State and local laws and ordinances relating to Social Security, Unemployment Insurance, Pensions, etc.

All insurance providers used to meet the requirements of this section must have an A.M. Best rating of "A" or better and be authorized to conduct business in the State of Texas.

Section 1210. Workers Compensation Insurance Coverage

(A) Definitions:

Certificate of coverage ("certificate") - 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 Contractor's employees providing services under the Contract for the duration of the Contract.

Duration of the Contract - includes the time from the commencement of services and continuing for five years. **Persons providing services ("subcontractor" in §406.096)** - includes all persons or entities performing all or part of the services the Contractor has undertaken to perform under the Contract, 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 the Contract. "Services" does not include activities unrelated to the Contract, such as parts suppliers, office supply deliveries, or other incidental vendors.

- (B) 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.
- (C) The Contractor must provide a Certificate of Coverage to the City prior to commencement of service.
- (D) 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 governmental entity showing that coverage has been extended.
- (E) The Contractor shall obtain from each person providing services under the Contract, and provide to the City:
 - (1) a certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and
 - (2) no later than seven days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
- (F) The Contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.
- (G) The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within ten 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.
- (H) The Contractor shall post at the office where the trucks serving the City are based, 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.
- (I) The Contractor shall contractually require each person with whom it contracts to provide services to:
 - (1) 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, §401.011(44) for all of its employees providing services on the project, for the duration of the project;
 - (2) provide to the Contractor, prior to that person beginning work, a certificate of coverage showing that coverage is being provided for all employees of the person providing service, for the duration of the project or services;
 - (3) 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 certificate of coverage ends during the duration of the project or services;
 - (4) obtain from each other person with whom it contracts, and provide to the

Contractor:

- (a) a certificate of coverage, prior to the other person beginning work; and
- (b) 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;
- (5) retain all required certificates of coverage on file for the duration of the project or services and for one year thereafter;
- (6) notify the City in writing by certified mail or personal delivery, within 10 days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services; and
- (7) 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.
- (J) 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 under the Contract will be covered by workers' compensation coverage for duration of the Contract. Contractor also represents 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.
- (K) The Contractor's failure to comply with any of these provisions is a breach of Contract by the Contractor which entitles the governmental entity to declare the Contract void if the Contractor does not remedy the breach within ten days after receipt of notice of breach from the governmental entity.

Section 1220. Insurance

This insurance shall be written in comprehensive form and shall protect the Contractor against all claims for injuries to members of the public and damage to property of others arising from the use of motor vehicles licensed for highway use, whether they are owned, non-owned, or hired.

The Contractor shall carry the following types of insurance in at least the limits specified below:

- | | |
|---|------------------------|
| ▪ Worker's Compensation Employers | Statutory |
| ▪ Employer's Liability | \$500,000 |
| ▪ Bodily Injury Liability Except Automobile | \$500,000/occurrence |
| | \$1,000,000/aggregate |
| ▪ Automobile Bodily Injury Liability | \$500,000/person |
| | \$1,000,000/aggregate |
| ▪ Automobile Property Damage Liability | \$500,000/occurrence |
| ▪ Excess Umbrella Liability | \$5,000,000/occurrence |

The insurance shall be of the occurrence type and name the City as an additional insured. There shall be no deductible applied to the City as additional insured.

Section 1230. Defense of Suits

If any action in court is brought against the City, or any officer or agent of the City, for the failure, omission, or neglect of the Contractor to perform any of the covenants, acts, matters, or things under this Contract; or for injury or damage caused by the alleged negligence of the Contractor or his subcontractors or his or their agents, or in connection with any claim based on lawful demands of subcontractors, workmen, material men, or suppliers the Contractor shall indemnify and save harmless the City and its officers and agents, from all losses, damages, costs, expenses, judgments, or decrees arising out of such action.

Section 1240. Indemnity and Release

The Contractor is solely responsible for and shall defend, indemnify, and hold City (or any of City's representatives or employees), free and harmless from and against any and all claims, liabilities, demands, losses, damages, costs or expense to all persons (including but not limited to reasonable attorneys' fees) arising out of resulting from or occurring in connection with the performance of the work that is (i) attributable to any bodily or personal injury, sickness, diseases or death of any person or any damage or injury to or destruction of real or personal property (other than the work itself) including the loss of use thereof, and (ii) caused in whole or in part by any negligent, strict liability or other act or omission of Contractor, any subcontractor or supplier, their respective agents or employees or any other party for whom any of them may be liable regardless of whether such is caused in part by the negligent, strict liability or other act or omission of a party or parties indemnified hereunder.

Said indemnity and hold harmless agreement shall also apply to claims arising from accidents to Contractor, its agents or employees, whether occasioned by Contractor or its employees, the owner or his employees, or by any other person or persons.

The foregoing indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

Section 1250. Performance Bond

A Performance Bond in the amount of 50% of the annual value of the Contract will be maintained and renewed each year during the term of the Contract. Proof of renewal of the bond must be submitted to the City prior to June 1 each year of the Contract. A sample of the required form is provided in Appendix G.

Section 1260. Power of Attorney

Attorneys-in-fact who sign bonds must file with each bond a certified and effectively dated copy of their power of attorney.

APPENDICES

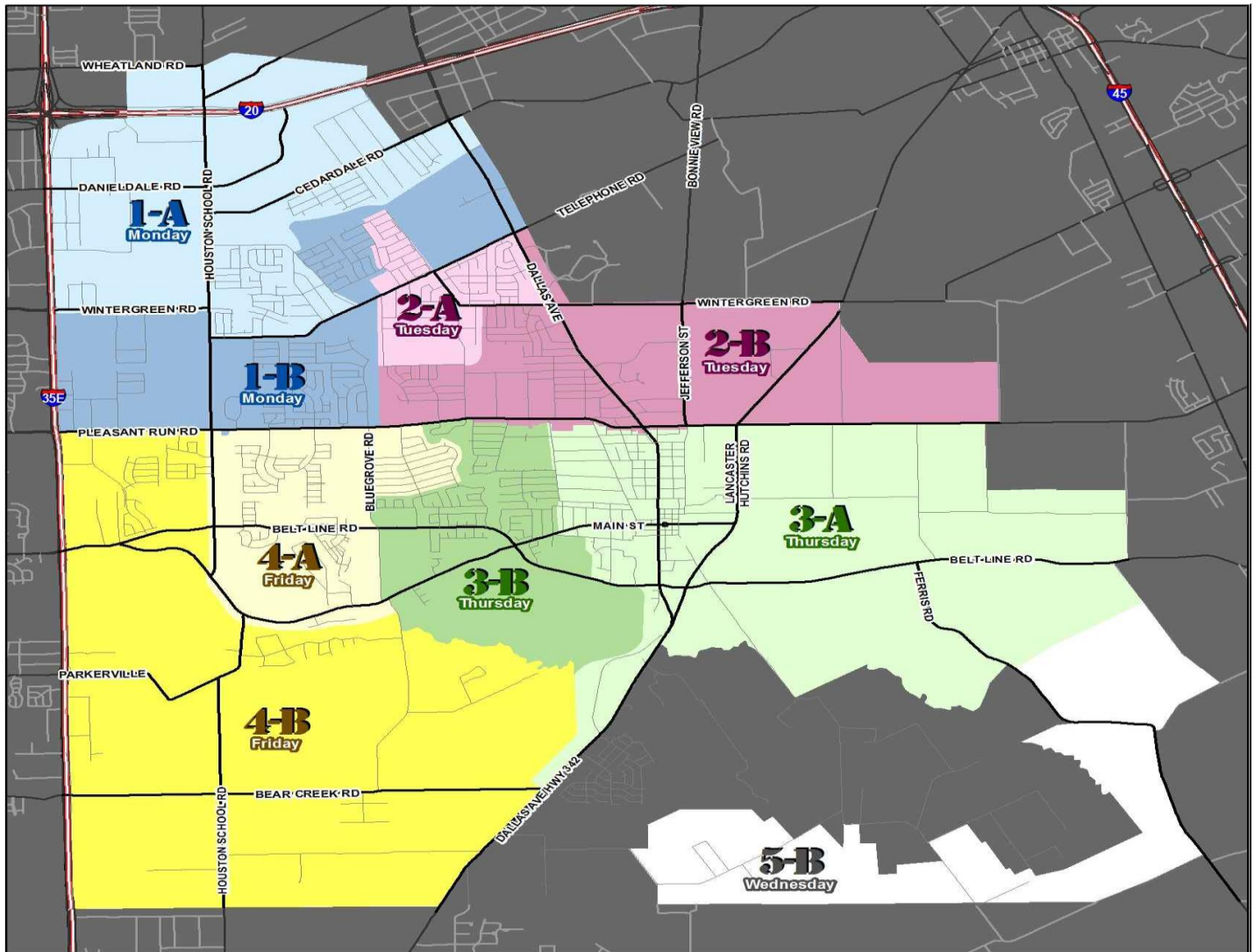
APPENDIX A. City Facilities

Figure A – City Facilities

FACILITY NAME	LOCATION	SIZE	QTY	PICKUP
Ames Pump Station	3624 Ames Rd			
Animal Shelter	700 E. Main St	8 Cubic Yard	1	Once a Week
Bear Creek Nature Park	1000 Bear Line Rd			
Belt Line Rd Water Tower	1104 E. Belt Line Rd			
City Hall	211 N. Henry St	8 Cubic Yard	1	Once a Week
Community Development	700 E. Main St	8 Cubic Yard	1	Once a Week
Country View Golf Course	240 W. Beltline Rd	8 Cubic Yard	1	Once a Week
Fire Station#2	3132 N. Houston School Rd	4 Cubic Yard	1	Once a Week
Fire Station#3	1960 Beltline Rd	4 Cubic Yard	1	Once a Week
Jrw Pump Station	1999 Jefferson St	4 Cubic Yard	1	Once a Week
Library	1600 Veterans Memorial Pkwy	6 Cubic Yard	1	Once a Week
Life Center	240 Veterans Memorial Pkwy	6 Cubic Yard	1	Once a week
Municipal Court	220 W. Main St	8 Cubic Yard	1	Once a Week
Community House	100 N. Henry St	6 Cubic Yard	1	Once a Week
Public Safety	1650 N. Dallas Ave.	8 Cubic Yard	1	Once a Week
Recreation Center	1700 Veterans Memorial Pkwy	6 Cubic Yard	1	Once a Week
Vehicle Maintenance	521 E. Third St	4 Cubic Yard	1	Once a Week
Visitors Center	103 N. Dallas Ave	2 Cubic Yard	1	Once a Week
Concession Stand 1	275 Veterans Memorial Pkwy			
Concession Stand 2	1749 Jefferson St			
Cedardale Park	1930 Cedardale Rd			
City Park	211 W. Belt Line Rd			
Heritage Park	250 N. Dallas Ave			
J.A. Dewberry Park	2975 Green Dr			
Jaycee Park	620 W Pleasant Rn Rd			
Kidsquare Park	1990 W Belt Line Rd			
Lancaster Community Park	1700 Veterans Memorial Pkwy	6 Cubic Yard	1	Once a Week
Meadowcreek Park	901 Meadowcreek Dr			
Rocky Crest Park	625 E Main St			
Stanford Park	791 Stanford Dr			
Ten Mile Creek Preserve	900 Nokomis Rd			
Verona Park	2390 Verona Dr			
Football fields	Veterans Memorial Pkwy			
Royce Clayton Baseball	225 Veterans Memorial Pkwy			

APPENDIX B. Single Family Residential Service

Figure B. – Solid Waste Daily Residential and Small Business Collection Area Map



Bulk Trash Schedule

Month	Area 1	Area 2	Area 3	Area 4	Area 5
MAR	No Bulk collection in MAR				
APR	6 th - 10 th	13 th - 17 th	20 th - 24 th	27 th - 1 st	13 th - 17 th
MAY	No Bulk collection in MAY				
JUN	1 st - 5 th	8 th - 12 th	15 th - 19 th	22 nd - 26 th	8 th - 12 th
JULY	No Bulk collection in JULY				

Weekly	Every Other Week
Trash Day	Recycling Week
Monday	A Week
	B Week
Tuesday	A Week
	B Week
Wednesday	B Week
Thursday	A Week
	B Week
Friday	A Week
	B Week

APPENDIX D. Solid Waste and Recycling Ordinance

ARTICLE 13.800 -- GARBAGE, TRASH AND REFUSE*

Sec. 13.1201 Definitions

For the purpose of this article, the following terms shall have the meanings respectively ascribed to them:

Brush. Tree trimmings, hedge trimmings, plants or grass clippings and Christmas trees.

Bulky Wastes. Stoves, refrigerators which have CFC's removed by a certified technician, water tanks, washing machines, furniture, and similar waste materials that may be disposed of in a landfill.

City. The City of Lancaster, Texas.

Construction Debris. Waste building materials resulting from construction, remodeling, repair, or demolition operations.

Commercial. Any structure or business other than residential, including hotels, motels, structures containing more than two dwellings, residential care facilities and churches.

Commercial Containers/Dumpsters. Containers of two-yard capacity or greater supplied by company to service commercial customers.

Commercial Hand Collect Unit. A commercial type of business that generates refuse not to exceed the maximum capacity of four polycarts (95 gallon capacity per cart) for collection one (1) time per week.

Garbage. Solid waste that is putrescible, animal and vegetable waste materials from handling, preparation, cooking, or consumption of food, including waste materials from markets, storage facilities, and the handling and the sale of produce and other food products.

Household Hazardous Waste. Leftover household products that contain corrosive, toxic, ignitable, or reactive ingredients. Products, such as paints, cleaners, oils, batteries, and pesticides, that contain potentially hazardous ingredients require special care when you dispose of them.

Industrial Solid Waste. All residue or waste as defined in 361.003(2) and (3) of the Texas Health and Safety Code, as amended.

Polycart. A rubber-wheeled receptacle with a maximum capacity of 95 gallons, constructed of plastic, metal or fiberglass, designed for automated or semi-automated solid waste collection systems, and having a tight fitting lid capable of preventing animals from accessing the contents of the cart. The weight of the polycart and its contents shall not exceed 175 pounds. Polycarts will be provided to each residential unit and commercial hand collect unit, with ownership retained by contractor.

Recycling Container. An allowed receptacle designed for the purpose of curbside or alley collection of recycling commodities. Recycling containers will be provided to each residential

unit, with ownership retained by contractor.

Recycle Materials. All post-consumer products that qualify for reuse or reprocessing as another product.

Refuse. Bulky waste, construction debris and stable matter generated at a residential unit, unless the context otherwise requires, and commercial and industrial refuse.

Residential. Private residences and multi-family dwellings of not more than two units.

Solid Waste. All material including unwanted or discarded waste material in a solid or semi-solid form including but not limited to garbage, rubbish, refuse, kitchen and household waste, brush, appliances, furniture and furnishings, ashes, food containers, sludge, and water supply treatment provided that such material must be of the type and consistency to be lawfully accepted at the sanitary landfill under applicable federal, state and local laws, and as defined in 361.003 (35) of the Texas Health and Safety Code, as amended.

Sec. 13.1202 Use of Service and Payment of Fee Required

Every residential and commercial enterprise within the city shall be required to use a registered collection service and pay the collection fee as established by the City and/or contractor. It shall be unlawful for any person engaged in the removal, handling, transfer, or in any manner dealing with garbage, rubbish, manure, refuse, or other waste matter, either in person or by his agent, employee to servant, to separate, unload, offer for sale, trade, or exchange all or any part of such garbage, rubbish, waste, manure, refuse, or other waste material, within the jurisdiction of the city, except at places designated by and in compliance with this article.

the city collection service and pay the applicable garbage collection fee as established by resolution for residential rates and solid waste contract for commercial and industrial rates of the City Council from time to time whether billed directly by the City or through its contracted garbage collector. It shall be unlawful for any person engaged in the removal, handling, transfer, or in any manner dealing with garbage, rubbish, manure, refuse, or other waste matter, either in person or by his agent, employee or servant, to separate, unload, offer for sale, trade, or exchange all or any part of such garbage, rubbish, waste, manure, refuse, or other waste material, within the jurisdiction of the City, except at places designated by and in compliance with this article. (Ordinance 2006-05-16 adopted 5/22/06)

Sec. 13.1203 Removal by Authorized Person Only

No person except employees of the City, or designated collection agency shall remove from any solid waste, garbage or waste material container, refuse of any kind or in any way interfere with any such container or receptacle; provided, however, this provision shall not apply to any owner or occupant of premises on which such receptacle or container is located in accordance with a contract with the city or as otherwise authorize by franchise.

Sec. 13.1204 Compliance by Collection Permittees

Private persons or companies who may otherwise obtain permits to collect and remove garbage from the city shall remove garbage and solid waste under the terms specified by the City.

Sec. 13.1205 Junk Dealers Not to Collect Refuse

No permit issued to any junk dealer by the City shall authorize any such permittee to remove any such waste material from any garbage container or receptacle or in any way interfere therewith.

Sec. 13.1206 Containers

(a) Solid Waste containers must meet the following requirements:

(1) Residential:

(A) Unless otherwise authorized by the City, every owner, tenant, occupant or lessee using or occupying any building, house, or structure within the City limits of the City of Lancaster shall use a 95 gallon polycart provided by the City's solid waste collection contractor or such other containers authorized in this section. Each household will be issued one (1) polycart. Up to three (3) additional polycarts per residence or commercial hand collect unit are available at a monthly fee determined by the City and/or contractor.

(B) All garbage and trash mixed with water or other liquids shall be drained and placed in a plastic bag before being placed in a polycart.

(C) The lids of the 95 gallon polycart shall at all times be closed so that animals, rodents, flies and other insects may not have access to the contents thereof.

(D) Every owner, tenant, occupant or lessee using or occupying any building, house or structure within the City limits of the City shall notify the City of any loss, theft or damage to the residential garbage receptacles and shall be responsible for the replacement costs unless the damage is a result of collection by contractor.

(E) It shall be the duty of every residential customer to keep the 95 gallon polycart and other approved receptacles in a clean and sanitary condition.

(F) Polycarts and other approved receptacles shall be stored behind the front building line except when placed for collection.

(2) Commercial:

(A) All commercial properties shall use a commercial container service provided by a garbage and/or solid waste collection company with a valid franchise agreement with the city.

The City Manager or designee shall cause regular inspections to be made to ensure compliance with the terms of this section, and if any unsanitary receptacle or unauthorized receptacle is found, notice shall be placed upon such receptacle informing the owner to clean or remove same within five (5) days. Failure to comply with such

notices shall constitute a violation of this section and is subject to removal of the receptacle by the City and fines in accordance with Section 1.109 of the Code of Ordinances.

Sec. 13.808 Collection Regulations

(a) Residential:

- (1) There shall be collection one (1) time weekly for regular garbage and recycling materials for residential and commercial hand collect units.
- (2) The polycart and other approved containers shall not be placed at the curb or in the alley before 8:00 p.m. prior to the designated day of collection and shall be placed at the curb or in the alley no later than 7:00 a.m. on the designated day of collection. Containers shall be removed within 24hrs from the roadway point of collection.
- (3) Materials intended for recycling shall be placed in the recycling bin and not placed in the polycart. Collection for recycling materials will occur once per week on the same day as trash collection, as determined by the City and contractor.
- (4) It shall be the duty of the owner, occupant, tenant or lessee of a residence, commercial hand collect establishment or other building to place the garbage in the polycart at a location that is readily accessible to Contractor and its collection equipment, not to exceed three feet from the curb or edge of the travel portion of the street, road or alley, and not to be located in a manner that will block the driveway or mailbox or otherwise inhibit proper servicing.
- (5) When a residential customer is physically unable to place their cart at the curb, special assistance will be made available, as determined by the City and contractor.

(b) Commercial:

- (1) All commercial properties that exceed the requirements of commercial hand collect shall use a commercial container service provided by a garbage and/or solid waste collection company with a valid franchise agreement with the City.
- (2) All new and existing commercial properties shall provide a concrete dumpster pad and approach to be visually screened by a solid fence or screening as required by the development code, of sufficient height to conceal the container on all sides, except on the side used for garbage pickup service, such side shall not be required to be screened. Placement of the dumpster enclosure shall be behind the front building line and exterior side yard building line adjacent to a street and shall have a five (5') foot rear property line setback and a five (5') foot side yard setback line. When a condition exists that a property cannot meet the setback requirements, review of the site plan by the planning division will be required to determine a suitable location for the enclosure. Acceptable dumpster enclosures shall be constructed in compliance with City standards. All dumpster enclosures

are required to be maintained in conformance with an approved site plan and/or in a clean and safe manner.

- (3) Commercial open top metal containers shall be based on volume or type of solid waste. Commercial or industrial customers may utilize open top containers of ten (10) cubic yards or greater as provided by a trash collection company with a valid franchise agreement with the City.

(c) **Placing for Collection From Residences.**

It shall be the duty of every owner, tenant, occupant or lessee using or occupying any building, house or structure within the city limits of the City which is a private residence, and for which a container for garbage is required, to place or cause to be placed, such container at the said location of such premises for the removal of the contents of the container, at such time and in such manner as the city may direct, which is as follows:

- (1) Each polycart and recycling container shall be placed in the alley or at curbside for collection. Curbside refers to that portion of the right-of-way adjacent to paved or traveled City roadways (including alleys). Polycarts and recycling containers shall be placed as close to the roadway as practicable without interfering with or endangering the movement of vehicles or pedestrians. When construction work is being performed in the right-of-way, polycarts and recycling containers shall be placed as close as practicable to an access point for the collection vehicle. Contractor may decline to collect any polycart or recycling container not so placed. Should alleyway not be wide enough to accommodate vehicles for polycart service, contractor shall notify each affected residential unit of the proper location for polycart service.
- (2) All solid waste must be placed within the polycart containers, with the exception of brush and bulk items as prescribed in Section 13.208. Nothing may be placed on top of or around the polycart. The lid must be closed and secured. After receiving notification that an item(s) placed for collection cannot be handled by the collection crews, residents and commercial establishments shall remove and dispose of such items at their own expense.

Sec. 13.1208 Brush and Bulk Collection

Brush and bulk waste collection shall be provided six (6) times per year to all residential properties. All brush and bulk items shall be placed between the curb line and the sidewalk; however, if curb and/or sidewalk are not present, the brush and bulk items shall be placed immediately adjacent to the street, but shall not in any way hinder or block passage of motor vehicles or pedestrians. The quantity of brush or bulk items shall be contained to twelve (12) cubic yards. If quantity of brush/bulk items exceeds the required size limitations, it is the responsibility of the occupant to remove the brush/bulk the bulk/brush at their own expense. It shall be unlawful to place brush and bulk items out for collection prior to the Saturday before the scheduled collection week. Brush and bulk items shall be stored in the rear yard and be kept out of public view until the Saturday before the scheduled collection week. It shall be unlawful to place brush and bulk items on any property other than an authorized municipal solid waste or recycling location. It shall also be unlawful to place brush and bulk items on any other property

than your own. Failure to remove brush and bulk waste that is in violation of this section will result in the City causing such to be removed and all costs assessed against the property. Tires are not considered bulk waste and must be properly disposed of by the owner.

Sec. 13.1209 Wates From Tree-trimming Operations

It shall be the duty of any person employing a contractor, tree-trimmer or other person to trim or prune trees or shrubs to have said trimmings removed from the premises at his own expense if the amount exceeds the twelve (12) cubic yards allowed for each residential property.

Sec. 13.1210 Removal of Construction Refuse

Trash resulting from construction or major remodeling, or the same resulting from a general cleanup of vacant or improved property just prior to its occupancy or otherwise resulting from sizable amounts of trees, brush, and debris cleared from property in preparation for construction, will be removed by the City as a regular service if the twelve (12) cubic yard allowance per residential property is not exceeded. Otherwise the owner will have such debris removed at his own expense. If a building or demolition permit has been issued, then debris and waste removal is subject to the requirements of the Building Inspections Division.

Sec. 13.1211 Removal of Bulk Food Refuse

Wastes from processing operations including wastes from fruit and vegetable produce houses, poultry dressing establishments, meat processing, and meat packing plants must be disposed of by the owner or occupant of the building, business, or premises where such wastes originate. The City reserves the right to further designate appropriate solid waste, as provided in the regulations of the Texas Commission on Environmental Quality, within the above classification.

Sec. 13.1212 Disposal of Animal Carcasses

Carcasses of dogs, cats, or any other dead animals shall not be placed in garbage containers. The dead animal pickup service of the department of sanitation of the City will, upon notice to do so, remove such dead small animals. It shall be unlawful for any person to leave or deposit any dead animal in any street or alley except in such manner as shall be designated by the City.

Sec. 13.1213 Illegal Deposits and Accumulation

- (a) The following acts, among others, are declared to be unlawful and in violation of this article, and are declared to be trespasses and subject to penalties prescribed in this code, but such enumeration shall not be deemed to be exclusive:
 - (1) The throwing, placing, dumping or depositing of any solid waste, garbage, refuse, or animal or vegetable waste matter of any kind on or in any gutter, street, sidewalk, parkway, driveway, curb, alley, or any other public property of the City in or on any lot, vacant or occupied, driveway or other private property in the City.
 - (2) To cause or permit to be or remain in or upon any premises, private or public, garbage, any animal, vegetable, or mineral matter, or any composition or residue thereof, which is in an unsanitary condition or injurious to public health.

- (3) The draining or discharging of pesticides, grease, petroleum products, paints, sewage, septic tank, grease trap waste, cooling towers, etc. and toxic chemicals onto any property, street, alley or storm sewer.

Sec. 13.14 Windblown Refuse

It shall be unlawful to deposit or leave any refuse or material in such a place or condition that it can be blown by the wind so as the scatter or cause clouds of dust or particles, and it shall be unlawful to permit the escape of soot, ashes, or other solid products of results of combustion so as to be windblown or scattered.

Sec. 13.1215 Refuse Collection Fees and Special Service Charges

- (a) The City of Lancaster currently contracts the removal of residential and commercial refuse. Rates for such services will be determined in accordance with respective service contracts approved by the City Council.
- (b) The City of Lancaster reserves the right to determine whether refuse services will be commercial and/or residential.

Sec. 13.1216 Franchise Required

Subject to the exceptions provided in this article, no person, firm or corporation shall use the streets, highways, public thoroughfares and properties of the city, including its alleys and other public places for the private commercial gathering and hauling of garbage and trash for fee except by ordinance duly passed under the provisions of Article III, Section 17, of the Home Rule City Charter of the City of Lancaster or by contract duly authorized and entered into between the City and a person, firm or corporation chosen as independent contractor for the gathering and hauling of municipal solid waste in the City. Franchise holders shall assure quality of service by monitoring character of workers, well-maintained equipment and timely response to and remediation of damage and spillage complaints.

Sec. 13.1217 Exceptions and Exemptions Not Required to be Negated

In any complaint and in any action or proceedings brought for the enforcement of any provision of this article, it shall not be necessary to negate any exception, excuse, proviso, or exemption contained in this article; and the burden of proof of any such exception, excuse, proviso, or exemption shall be upon the defendant.

Sec. 13.1218 Not to Park in Front of Commercial Containers

It shall be unlawful for any person to obstruct commercial garbage or refuse containers.

Sec. 13.1219 Unlawful to Deposit in Container of Another

It shall be unlawful for any person to deposit any garbage, refuse or trash in a container other than one under his control or ownership.

Sec. 13.1220 Penalty

Any person, firm or corporation violating any of the provisions or terms of this Ordinance shall be subject to a fine in accordance with Chapter 1, Section 1.109 of the Code of Ordinances for all other violations. Each day a violation continues shall constitute a separate offense.

APPENDIX E. Performance and Payment Bonds

PERFORMANCE BOND

STATE OF TEXAS §
 § **KNOW ALL MEN BY THESE PRESENTS**
COUNTY OF DALLAS §

THAT
herein after called the Principal, and _____
hereinafter called the Surety, are held and firmly bound unto the City of Lancaster as Owner, in
the sum of _____
Dollars (\$_____) for the payment whereof the Principal and the
Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly
and severally, firmly by these presents.

WHEREAS, the Principal has, by means of a written agreement, dated _____, entered into a Contract with the Owner for:

SOLID WASTE AND RECYCLING SERVICES
January 1, 2016 – December 31, 2022
RFP

as set out in said Contract, a copy of which is by reference made a part hereof; **NOW THEREFORE** the conditions of this obligation are such that, if the Principal shall faithfully perform the Contract in accordance with the Plans, specifications and contract documents and shall fully indemnify and save harmless the Owner from all cost and damage which Owner may suffer by reason of Principal's default or failure so to do, and shall fully reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any such default or failure;

AND FURTHER, that if the Principal shall pay all persons, who have contracts directly with the Principal for labor and/or materials, failing which such persons shall have a direct right of action against the Principal and the Surety under this obligation, subject to Owner's priority, then the obligation shall be null and void, otherwise it shall remain in full force and effect.

AND PROVIDED, that any alterations which may be made in the terms of the Contract or in the work to be done under it, or the giving by the Owner of any extension of time for the performance of the contract, or any other forbearance on the part of either the Owner or the Principal to the other shall not in any way release the Principal and the Surety, or either of them, their heirs, executors, administrators, successors, or assigns from their liability hereunder, notice to the Surety of any alteration, extension or forbearance being hereby waived.

AND PROVIDED, in the event Principal is in default under the Contract as defined herein, Surety will within fifteen (15) days of determination by Owner of such default take over and assume completion of said Contract and become entitled to the payment of the balance of the Contract price, subject to Owner's priority.

AND PROVIDED, that if any suit is brought under this Surety Bond, venue shall lie in Dallas County, Texas.

IN WITNESS WHEREOF, the above bounded parties have executed this instrument under their several seals this _____ day of _____, 2016, the name and corporate seal of each corporate party being hereto affixed, and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

WITNESSED:

Principal:

By:

Surety:

By:

Attorney-in-fact

(SEAL)

WITNESSED:

Principal:

By:

Surety:

By:

PAYMENT BOND

STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF DALLAS §

THAT WE, _____ hereinafter called the Principal, _____ hereinafter called the Surety, are held and firmly bound unto the City of Lancaster, as Owner, in the sum of _____ DOLLARS (\$ _____), for the payment, whereof the said Principal and Surety bind themselves, their heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

The Conditions of this obligation are such that whereas the Principal entered into a certain contract, hereto attached, and made a part hereof, with the Owner dated _____, for:

**SOLID WASTE AND RECYCLING SERVICES
JUNE 1, 2016 THROUGH MAY 31, 2017
RFP**

NOW THEREFORE, the conditions of this obligation are such that, if the Principal shall promptly make payment to all claimants as defined in Article 5160 Revised Civil Statutes of Texas, supplying labor and materials in the prosecution of the work provided for in said contract, then this obligation shall be null and void, otherwise, it shall remain in full force and effect.

This bond is made and entered into solely for the protection of all claimants supplying labor and material in the prosecution of the work provided for in said contract, and all such claimants shall have a direct right of action under the bond as provided in Article 5160, Revised Civil Statutes of Texas.

AND PROVIDED, that any alterations which may be made in the terms of the contract, or in the work to be done under it, or the giving by the Owner of any extension of time for the performance of the Contract, or any other forbearance on the part of either the Owner or the Principal to the other shall not in any way release the Principal and the Surety, or either of them, their heirs, executors, administrators, successors, or assigns from their liability hereunder, notice to the Surety of any alteration, extension or forbearance being hereby waived.

AND PROVIDED, that if any suit is brought under this Payment Bond, venue shall lie in Dallas County, Texas.

IN WITNESS WHEREOF, the above bounded parties have executed this instrument under their several seals this _____ day of _____, 2016 the name and corporate seal of each corporate party being hereto affixed, and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

WITNESSED:

Principal: _____

By: _____

Surety: _____

By: _____

Attorney-in-fact

(SEAL)

APPENDIX F. Sample Insurance Certificate

SAMPLE CERTIFICATE OF INSURABILITY

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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 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 Forward Insurance Company 1988 Sincere Rd Tyler, TX 75710		CONTACT NAME: James Robinson PHONE (A/C, No, Ext): 872-642-4512 E-MAIL ADDRESS: james.robinson@yahoo.com FAX (A/C, No): 872-642-4168		
INSURED Waste USA 922 Paradise St. Dallas, TX 75555		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A :		
		INSURER B :		
		INSURER C :		
		INSURER D :		
		INSURER E :		
		INSURER F :		

COVERAGES	CERTIFICATE NUMBER:	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 SUBR INSR	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
<input checked="" type="checkbox"/>	GENERAL LIABILITY						
<input checked="" type="checkbox"/>	COMMERCIAL GENERAL LIABILITY						
<input type="checkbox"/>	CLAIMS-MADE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>				
<input type="checkbox"/>				DACP3221K887	08/25/2014	08/25/2015	EACH OCCURRENCE \$ 1,000,000
<input type="checkbox"/>							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
<input type="checkbox"/>							MED EXP (Any one person) \$ 1,000,000
<input type="checkbox"/>							PERSONAL & ADV INJURY \$ 1,000,000
<input type="checkbox"/>							GENERAL AGGREGATE \$ 3,000,000
<input type="checkbox"/>							PRODUCTS - COMPIOP AGG \$
<input type="checkbox"/>	GENL AGGREGATE LIMIT APPLIES PER						\$
<input type="checkbox"/>	POLICY	<input type="checkbox"/>	<input type="checkbox"/>				
<input type="checkbox"/>	PROJECT	<input type="checkbox"/>	<input type="checkbox"/>				
<input type="checkbox"/>	LOC	<input type="checkbox"/>	<input type="checkbox"/>				
<input checked="" type="checkbox"/>	AUTOMOBILE LIABILITY	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>				
<input checked="" type="checkbox"/>	ANY AUTO						
<input type="checkbox"/>	ALL OWNED AUTOS	<input type="checkbox"/>	<input type="checkbox"/>	BA4864L152	08/25/2014	08/25/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 500,000
<input checked="" type="checkbox"/>	HIRED AUTOS	<input type="checkbox"/>	<input type="checkbox"/>				BODILY INJURY (Per person) \$
<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>				BODILY INJURY (Per accident) \$
<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>				PROPERTY DAMAGE (Per accident) \$
<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>				\$
<input type="checkbox"/>	UMBRELLA LIAB	<input type="checkbox"/>	<input type="checkbox"/>				EACH OCCURRENCE \$
<input type="checkbox"/>	EXCESS LIAB	<input type="checkbox"/>	<input type="checkbox"/>				AGGREGATE \$
<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>				\$
<input type="checkbox"/>	DED	<input type="checkbox"/>	<input type="checkbox"/>				\$
<input type="checkbox"/>	RETENTION \$	<input type="checkbox"/>	<input type="checkbox"/>				\$
<input checked="" type="checkbox"/>	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>				
<input type="checkbox"/>	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICEMEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/>	<input type="checkbox"/>	UG8450X852	08/20/2014	08/20/2015	WC STATUTORY LIMITS \$
<input type="checkbox"/>	If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/>	<input type="checkbox"/>				E.L. EACH ACCIDENT \$ 100,000
<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>				E.L. DISEASE - EA EMPLOYEE \$ 100,000
<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>				E.L. DISEASE - POLICY LIMIT \$ 500,000
<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>				Per claim \$
<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>				Annual Aggregate \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER City of Lancaster 211 N. Henry St LANCASTER, TX 75146	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 James Robinson
--	---

Letterhead of the Insurance Broker

City of Lancaster

I have read the insurance requirements as provided in your recent Request for Proposal (RFP) for Residential Solid Waste Collection and Disposal Services including the sample insurance certificate provided as Appendix H of the RFP. If my client _____ were to be chosen as the winning proposer, I will obtain the required insurance and provide the City with required certificate as shown in Appendix H no later than one day after the signing of the contract.

I.M. Forward
Insurance Broker

APPENDIX G. 95-Gallon Container Specifications

SPECIFICATIONS FOR 95 GALLON TWO WHEELED AMERICAN STANDARD ROLL-OUT REFUSE CONTAINERS FOR USE WITH FULLY AUTOMATED COLLECTION SYSTEM

Compliance with or variation from the specification must be noted as to each item on the specification sheet. All variations from the specification must be noted on the bid form.

1. Vendors shall provide certification that the two wheeled containers provided to the City meet the requirements of ANSI Z245.30-1999. Vendors shall provide certified copies of all test results with the bid.
2. Capacity: volume shall be a minimum 95 US liquid level, body only, +/- 1%.
3. Mfg. method - HDPE injection molded only. Molded front pouch to facilitate semi-automated lifting.
4. Recycled material - minimum 10%, maximum 15% post-consumer material content. Hot melted mix.
5. Color – green for recycle and blue for trash, .5 - 1% pigment by weight, hot melt compounded.
6. UV Stabilization - minimum .5% by weight, hot melt compounded.
7. Load rating: 95 gallon: minimum 200 lb.
8. Wall thickness - minimum .156 inches.
9. Bottom - molded reinforced bottom for protection from excessive wear. No add-on pads.
10. Handle - molded into the body.
11. Lid - shall not be flat and shall overlap the body; shall open to a minimum 270 degrees. Lid shall be integrally attached to body without any metal fasteners. Lid shall be of same material as body with minimum of .148 inch thickness.
12. Wheels and axles - 95 gallon: wheels minimum 12" diameter, 1 3/4" wide molded plastic attached to a minimum 7/8" diameter solid steel corrosion resistant coated axle. Wheels shall attach to axle either by means of "snap-on" method or pal nuts. Either method shall be fully warranted against failure. Wheels shall be capable of bearing loads of 300 + pounds. Axle housing to be molded portion of body, axle shall pass through cart body outside refuse area; no snap-in axles; maintenance free self-lubricating wheel bearings; no cotter pins. Wheel wells shall be molded into body to allow full recessing of wheels.
13. Stability - container shall be able to withstand sustained winds of 40 m.p.h. while empty or full; container shall remain stable when lid is thrown open.

14. Product recyclability - all plastic components shall be recyclable. Manufacturer agrees to buy back unusable containers and parts at the end of their useful life. The term useful life will be fully defined and agreement reached between the vendor and the City prior to the awarding of the bid.
15. Size of container -

height:	<u>95 gallon</u> 42" - 47"
width:	less than 30"
depth:	approximately 34"
16. Resin weight - 95 gallon: approximately 35 lb.
17. Container weight assembled - 95 gallon: 38 - 55 lb.
18. Warranty - the container, lid, wheels, axle and all necessary hardware shall be covered by a ten (10) year warranty. Any component parts which fail in materials or workmanship to perform as originally designed shall be replaced or repaired by the cart representative at no charge to the City.
19. Markings:
 - a. "Property of City of Lancaster" hot stamped in white letters, that are to be water resistant, approximately 1" in height on one side.
 - b. A 6 - 8 digit inventory number, including a manufactured month and year code, shall be hot stamped in white, that are to be water resistant, and approximately 1" in height on the same side as (a) above.**
 - c. The following shall be molded into the lid:
 1. "Face Arrow Toward Street"
 2. An arrow facing the front of the cart
 3. A list of acceptable recyclables
 4. A list of unacceptable recyclables
 5. Cart placement instructions
20. The City of Lancaster reserves the right to require samples on any item prior to bid award.
21. Bid will be awarded to the one (1) vendor with the lowest most responsive bid.
22. Unit pricing shall be inclusive of all freight and shipping charges.
23. The City of Lancaster reserves the right to furnish containers.

LANCASTER CITY COUNCIL

Agenda Communication

December 14, 2015

Consider a resolution approving the commercial and residential disposal rate for pick-up of municipal solid waste disposal and amending Section 10.1700 Garbage Collection Fees of the Master Fee Schedule.

This request supports the City Council 2015-2016 Policy Agenda.

**Goal: Financially Sound City Government
Healthy Safe & Vibrant Community**

Background

The City Council considered approval of a contract with CWD for residential and commercial solid waste. This is a companion item is to amend the master fee schedule to reflect the rates assessed to customers for the collection, hauling, disposal and processing of residential and commercial solid waste and recycling within the City.

Considerations

- **Operational** – The contract shall be for a period of seven (7) years beginning on February 1, 2016 and terminating on December 31, 2022 and may be renewed for one (1) additional three (3) year term. Modification of Rates may be considered one month following the second year of the primary term of the contract and no more than once per two years or every other year during the life of the contract.
- **Legal** – The resolution has been reviewed and approved as to form by the City Attorney.
- **Financial** – Residential customer rates will remain at \$13.84/month plus fees and taxes. Commercial Hand Collect customer rates will remain the same at \$17.96/month plus fees and taxes. Commercial customers are direct billed by the provider and the attached rate schedule does not include taxes and fees.
- **Public Information** – This item is being considered at a meeting of the City Council noticed in accordance with the Texas Open Meeting Act.

Options/Alternatives

1. Council may approve the resolution as presented.
2. Council may reject the resolution.

Recommendation

Staff recommends approval of the resolution as presented.

Attachments

- Resolution
-

Submitted by:

Fabrice Kabona, Assistant to the City Manager
Opal Mauldin-Robertson, City Manager

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LANCASTER, TEXAS, APPROVING THE COMMERCIAL AND RESIDENTIAL DISPOSAL RATE FOR PICK UP OF MUNICIPAL SOLID WASTE DISPOSAL; AND AMENDING SECTION 10.1700 GARBAGE COLLECTION FEES OF THE MASTER FEE SCHEDULE AND PROVIDING THAT THE SAME SHALL BE IMPLEMENTED; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Lancaster, Texas is a Home Rule Municipality located in Dallas County, Texas; and

WHEREAS, pursuant to Section 363 of the Texas Health and Safety Code, the City of Lancaster, Texas is the exclusive provider of municipal solid waste within the jurisdictional boundaries of the City of Lancaster, Texas; and

WHEREAS, the City of Lancaster, Texas has determined that the reasonable and necessary fees for the collection and disposal of municipal solid waste has been determined;

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

SECTION 1. The City Council of the City of Lancaster, Texas approves the City's Annual Fee Schedule for the municipal solid waste disposal, attached hereto and incorporated herein by reference as Exhibit A;

SECTION 2. The City of Lancaster's Annual Fee Schedule is hereby amended in accordance with this Resolution and the attached Annual Fee Schedule;

SECTION 3. The terms and conditions of the Commercial and Residential Disposal Rates of the Annual Fee Schedule are effective upon the enactment and passage of this Resolution.

SECTION 4. Any prior Resolution of the City Council in conflict with the provisions contained in this Resolution are hereby repealed and revoked.

SECTION 5. 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.

DULY PASSED and approved by the City Council of the City of Lancaster, Texas, on this the 14TH day of December, 2015.

ATTEST:

APPROVED:

Sorangel O. Arenas, City Secretary

Marcus E. Knight, Mayor

APPROVED AS TO FORM:

Robert E. Hager, City Attorney

Sec. 10.1700 Garbage Collection Fees

- (a) Residential \$13.84
Once weekly refuse collection/disposal
Once weekly recycling collection/processing
Every other month brush/bulk item collection
- (b) Administrative Processing Fee \$ 2.50
- (c) Extra cart
2nd cart \$10.00
3rd cart \$15.00
4th cart \$20.00
- (d) Commercial Hand Collect \$17.96
Once weekly refuse collection/disposal
Additional Cart(s) Once Per Week \$14.47/per cart
- (e) Special Pick Up \$65.00 minimum
- (f) Commercial Containers – Price Haul Rates (Disposal costs included)
Rates do not include franchise fees, billing fees or taxes.

Size	1 X WK	2 X WK	3 X WK	4 X WK	5 X WK	6 X WK	EXTRA
2YD	\$58.65	\$108.54	\$150.97	\$193.40	\$235.83		\$68.00
3YD	\$67.08	\$124.12	\$172.64	\$221.16	\$269.68		\$70.00
4YD	\$83.86	\$155.21	\$215.84	\$276.46	\$337.08		\$72.00
6YD	\$100.70	\$186.36	\$259.20	\$332.04	\$404.88		\$76.00
8YD	\$125.92	\$233.00	\$324.13	\$415.26	\$506.39		\$78.00
Casters	\$7.85/lift						
Locks Gates	\$7.85/lift						

Recycling for Small Businesses – Price includes haul & disposal (if business selects to contract with City Contractor):

Size/Pickup	1xWeek	2xWeek	Extra
6 YD	\$80.00	NB	\$62.50
8 YD	\$80.00	NB	\$62.50

Vertical Compactors- Once per week collection Price includes haul & disposal (Emptied by Front End Loaders):

4 YD	\$316.00/per haul
------	-------------------

6 YD	\$386.00/per haul
------	-------------------

8 YD	\$469.00/per haul
------	-------------------

LANCASTER CITY COUNCIL

Agenda Communication

December 14, 2015

Discuss and consider annual appointments to City of Lancaster boards and commissions.

This request supports the City Council 2015-2016 Policy Agenda.

Goal: Civic Engagement

Background

This year for board and commission appointments, we expanded recruiting efforts to include several new areas including social media and invitation letters to homeowners associations. Requests for applications were made through various sources including:

- Spring Issue - *Lancaster Connection*
- *Lancaster Live* – weekly email for 5 weeks
- Invitation letter to 2015 graduates of the Civic Leadership Academy
- Invitation letter to representatives for Homeowners Associations
- City of Lancaster website home page
- Press release
- Social media: Facebook and Twitter

A total of twenty applications were received, an increase from last year's eleven. On December 3, 2015, City Council conducted interviews in preparation for appointments.

An appointment worksheet is attached to facilitate nominations to fill vacancies. The worksheet outlines all vacancies. Appointments may be made for:

Planning & Zoning Commission
Airport Advisory Board
Property Standards and Appeals Board
Parks and Recreation Advisory Board / Lancaster Recreation Dev. Corp.
Economic Development Corporation
Library Advisory Board
Animal Shelter Advisory Committee

Considerations

Vacancies may be filled through any combination of reappointment of existing members or appointment of new applicants and alternates. Appointments for regular members are for a two-year term unless filling an unexpired term. Alternates are appointed for a one-year term

Animal Shelter Advisory Board

Please note that there are state requirements for appointment to the Animal Shelter Advisory Board. Under Section 823.005 of the Texas Health and Safety Code, a municipality in which an animal shelter is located is required to appoint an advisory committee to assist in complying with state requirements.

Under the state code, the advisory committee must be composed of at least:

- one licensed veterinarian
- one municipal officer
- one person whose duties include the daily operation of animal shelter
- one representative from an animal welfare organization

In addition, a resolution adopted by Council in October 2009 provides for a councilmember and a resident to be on the advisory committee for a total of five regular members and one alternate. A resident and councilmember are not required by the state code. Currently a councilmember is not seated on the advisory committee. Council may choose to seat a councilmember if desired. The Animal Shelter Advisory Committee consists of the following five members and alternate:

<u>Member</u>	<u>Role / Capacity</u>	<u>Term Expires</u>
Dr. Jean Eye	veterinarian*	2016
Katherine Corrao	involved in operations of shelter*	2016
Vacant	municipal officer*	2016
Stacey Jaglowski		2015**
Mark Wilson	animal welfare*	2015
Vacant	alternate	2015
	<i>*state requirement</i>	<i>**desires reappointment</i>

Staff recommends appointing Christylla Miles to fulfill the state requirement for municipal officer and Rosanna Ross to fulfill the state requirement for animal welfare organization.

It is necessary that Council make appointments such that state requirements are met.

Other Appointment Notes

Zoning Board of Adjustment members are appointed by the Mayor and confirmed by City Council. The Planning & Zoning Commission makes recommendations for appointments to the Historic Landmark Preservation Committee, which are confirmed by City Council. Civil Service Commission appointments are recommended by the City Manager and confirmed by City Council. Appointments to the Youth Advisory Committee are made by the City Manager or her designee.

Options/Alternatives

The Council may choose to:

1. Make appointments from new applications on hand.
2. Reappoint members whose terms are expiring.
3. Appoint an alternate to fill a regular position and then appoint a new alternate.
4. Delay some appointments until a future Council meeting.
5. Leave any regular position or alternate position unfilled at this time.

Recommendation

Board and Commission appointments are solely at Council's pleasure.

Attachments

- 2015 Appointment Worksheet
 - List of applicants (indicates board/commission preferences)
 - 2015 Expiring Terms and Vacancies Recap (indicates those desiring reappointment)
-

Submitted by:

Sorangel O. Arenas, City Secretary



**Worksheet
Board & Commission Appointments
December 3, 2015**

Planning and Zoning Commission – 2 regular positions

Desiring Reappt. / Notes

1. _____
2. _____
3. _____
4. _____

Marvin Earle
Lawrence Prothro
Vacant
Vacant

Airport Advisory Board – 3 regular positions; 1 alternate

1. _____
2. _____
3. _____
4. _____ (alternate)

Dean Byers
John Stewart
Tim Fagan
James O. Knight

Property Standards & Appeals Board – 3 regular positions; 1 alternate)

1. _____
2. _____
3. _____ (alternate)

Cassandra Andrews
Donna Lee
Carlton Terry

Parks & Recreation Advisory/

Recreational Development Board – 3 regular positions; 1 alternate

1. _____
2. _____
3. _____
4. _____ (alternate)

Abe Cooper
Darwin Isham
Mary Sykes
Terrence Comick

Worksheet (Cont'd)

Desiring Reappt. / Notes

Economic Development Corp. – 3 regular positions (3 year terms)

* No expiring terms

Library Advisory Board – 4 regular positions, 1 alternate, 2 Vacancies

- | | |
|----------------------|--------------------|
| 1. _____ | Quinnest Banks |
| 2. _____ | Vacant |
| 3. _____ | Vacant |
| 4. _____ (alternate) | Desarea B. Bradley |

Animal Shelter Advisory Committee – 2 regular positions, 1 alternate

- | | |
|----------------------|-----------------------------|
| 1. _____ | Vacant (municipal officer)* |
| 2. _____ | Stacey Jaglowski (regular)* |
| 3. _____ | Vacant (animal welfare)* |
| 4. _____ (alternate) | Vacant |

*fills state requirement

Historic Landmark Preservation Committee – 2 regular positions, 1 alternate

- | | |
|----------------------|-----------------|
| 1. _____ | Glenn Hooper |
| 2. _____ | Delaisse Gilles |
| 3. _____ | Vacant |
| 4. _____ (alternate) | Vacant |

Worksheet (Cont'd)

Desiring Reappt. / Notes

Zoning Board of Adjustment (Mayor appoints; Council confirms)

- | | |
|----------------------|-----------------|
| 1. _____ | Deborah Taylor |
| 2. _____ | Margaret Brooks |
| 3. _____ | Vacant |
| 4. _____ (alternate) | Vacant |

Museum Advisory Board – 5 regular positions, 1 alternate

- | | |
|----------------------|--------|
| 1. _____ (alternate) | vacant |
|----------------------|--------|

Notes:

1. Historic Landmark Preservation Committee – P & Z appoints; Council confirms
2. Civil service Commission- City Manager appoint; Council confirms
3. Youth Advisory Committee appointments by City Manager or her designee
4. Economic Development Corp. (3 year terms) no expiring positions in 2015



Boards and Commissions Applicants

2015



Applicants	Airport	PSAB	HLPC	Library	ZBA	LEDC	P&Z	Parks/4B	Animal SAB	Museum	Comments
Adair, Linda									1		
Aguilar, Isabel						1					
Butler, Clara					2		1	3			
Chambers, Norma				1							
Christopher Davis						1					
Curry, Erin									1		
Gardner, Candace		2		3				1	4		Applied for LEDC no expiring terms at this time willing to serve on other boards
Green, Myron						1					
Griffin, Elva				1							
Johnson, Cynthia				1			2				
Lewis, Cassandra				1	3			2			
Mann, Syrinithnia				2					1		
May, Sterling	1										
Mayfield, Lisa									1		
Mendez, Madel C.		1			3	2					
Miles, Christylla									1		
Polk, Amanda						1	2	3			
Ross, Rosanna									1		
Smith, Joe					3	1		2			
Williams, Sherri						1					



**BOARDS COMMISSIONS
EXPIRING TERMS AND VACANCIES
RECAP - 2015**



Boards/Commissions	Term Expires	Member Name	Desires Reappointment		Notes
			YES	NO	
Planning and Zoning Commission	2015	Lawrence Prothro	✓		
	2015	Marvin Earle	✓		
	2015	Tom Barnett Jr.		✓	
	2016	Vacant			
Airport Advisory Board	2015	Dean Byers	✓		
	2015	John Stewert	✓		
	2015	Tim Fagan	✓		
ALTERNATE	2015	James O. Knight	✓		
Property Standards and Appeals Board	2015	Cassondra Andrews	✓		
	2015	Donna Lee	✓		
ALTERNATE	2015	Carlton Terry	✓		
Lancaster Recreational Development Corp. and Parks & Recreation Advisory Board	2015	Abe Cooper	✓		
	2015	Darwin Isham	✓		
	2015	Mary Sykes	✓		
ALTERNATE	2015	Terrence Comick	✓		
Lancaster Economic Development Corp.					No Expirations



BOARDS COMMISSIONS EXPIRING TERMS AND VACANCIES RECAP - 2015



<i>Boards/Commissions</i>	<i>Term Expires</i>	<i>Member Name</i>	<i>Desires Reappointment</i>		<i>Notes</i>
			YES	NO	
Library Advisory Board	2015	Quinnest Banks	✓		
	2015	Marcus Slaughter			No Response
	2015	Carolyn DeLoach		✓	
ALTERNATE	2015	Desarea B. Bradley	✓		
Animal Shelter Advisory Committee	2015	Dr. Jean Eye			No Response
	2015	Stacey Jaglowski	✓		
	2015	Mark Wilson			No Response
ALTERNATE	2015	Vacant			
Historic Landmark Preservation Committee	2015	Glenn Hooper	✓		
<i>(P & Z appoints, Council confirms)</i>	2015	Delaisse Gilles	✓		
	2015	Vacant			
	2015	Vacant (Alternate)			
Zoning Board of Adjustment	2015	Deborah Taylor	✓		
<i>(Mayor appoints, Council confirms)</i>	2015	Kimest Sanders			No Response
	2015	Margaret Brooks	✓		
ALTERNATE	2015	Edward Sutton		✓	



**BOARDS COMMISSIONS
EXPIRING TERMS AND VACANCIES
RECAP - 2015**



<i>Boards/Commissions</i>	<i>Term Expires</i>	<i>Member Name</i>	<i>Desires Reappointment</i>		<i>Notes</i>
			YES	NO	
Museum Advisory Board					
ALTERNATE	2015	Yolanda Edwards			No Response
Civil Service Commission					
<i>(City Manager appoints, City Council Confirms)</i>					

LANCASTER CITY COUNCIL

Agenda Communication

December 14, 2015

Consider confirmation of nominations made by the Mayor for appointment to the City of Lancaster Zoning Board of Adjustment.

This request supports the City Council 2015-2016 Policy Agenda.

Goal: Civic Engagement

Background

As set by ordinance, the Zoning Board of Adjustment members are appointed by the Mayor and confirmed by the City Council.

The Zoning Board of Adjustment consists of five regular members and an alternate. Currently serving on the Zoning Board of Adjustment are:

	<u>Term Expires</u>
Rebecca Torres-Swanson	2016
Jack McCauley	2016
Deborah Taylor	2015
Kimest Sanders	2015
Margaret Brooks	2015
Alternate member: Edward Sutton	2015

Considerations

Mayor Knight will make nominations for appointment following other City board and commission appointments.

A motion, with a second, and an affirmative vote is required to confirm the appointments.

Recommendation

Board and Commission appointments are solely at Council's pleasure.

Submitted by:

Sorangel O. Arenas, City Secretary