

PROJECT MANUAL
FOR
CITY OF SANGER, TEXAS

PORTER PARK POND REHABILITATION

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

Prepared by:

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

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

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

January 23, 2025

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SECTION AB

ADVERTISEMENT FOR BIDS

SECTION AB
ADVERTISEMENT FOR BIDS

ADVERTISEMENT FOR BIDS

City of Sanger

1. Sealed bids in duplicate addressed to the City of Sanger, Texas for **Porter Park Pond Rehabilitation, for the City of Sanger, Texas**, hereinafter called the "the Project" to be constructed in accordance with the plans, specifications and contract documents prepared by Halff will be received at the office of the Director of Parks and Recreation of the City of Sanger, Texas, at 201 Bolivar Street, Sanger, Texas 76266, until **TIME** on **DATE**. Bids received by the appointed time will be opened thereafter and read aloud. Any bids received after closing time will be returned unopened.
2. A Pre-Bid Conference will be held at **TIME** on **DATE**, at the Sanger Parks and Recreation offices at 201 Bolivar Street, Sanger, Texas 76266. As part of the Pre-Bid Conference, City representatives will escort prospective bidders to the Project site after a general question and answer session is completed. The Pre-Bid Conference is not mandatory; however, anyone submitting a bid without attending the Pre-Bid Conference may fail to obtain information relating to the Project that may impact the requirements of this bid, resulting in the bid being non-responsive and rejected as non-conforming. All questions regarding the Project related to the plans or the Pre-Bid Conference shall be submitted to Ryan Nolting with the City of Sanger, (rnolting@sangertexas.org). No questions will be answered within 48 hours of bid opening.
3. Each bidder shall place on the outside of the envelope in which the bid is contained, the following words:

Porter Park Pond Rehabilitation
City of Sanger, Texas
4. As a guarantee that a bidder will enter into a contract and execute Payment, Performance and Maintenance Bonds within seven (7) days after notice of award of contract to the bidder, all bids shall be accompanied by (i) a cashier's check or certified check in the amount not less than five percent (5%) of the total maximum bid price drawn upon a national or state bank and payable without recourse to the City of Sanger, or (ii) a bid bond in the amount of five percent (5%) of the submitted bid from a reliable surety company.
5. Plans, specifications and bidding documents may be examined or purchased from the Halff Fort Worth office beginning at **TIME, DATE**, upon payment of a non-refundable fee of One Hundred Dollars (\$100.00) per set, payable to Halff. The Halff Fort Worth office is located at 2601 Meacham Boulevard, Suite 600, Fort Worth, TX 76137. Office Phone: (817) 764-7436.

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

END OF SECTION

SECTION IB

INSTRUCTIONS TO BIDDERS

SECTION IB

INSTRUCTIONS TO BIDDERS

PROJECT: Porter Park Pond Rehabilitation

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

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

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

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

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

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

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

16. EXECUTION OF THE CONTRACT: The successful bidder will be required to enter into a contract with the City within seven (7) calendar days of notice by the City that his bid has been accepted. Failure to enter into a contract within the established time limit without proper justification shall be considered grounds for forfeiture of the bid bond.
17. CONSTRUCTION SCHEDULE: It is the City's desire to have the Project completed and operational in as short a time as possible. The number of calendar days for completion of the Project will begin with the date specified in the Notice to Proceed. The Notice to Proceed will be issued in a manner to facilitate smooth construction of the Project. The Contractor shall begin construction within seven (7) calendar days of the issuance of the Notice to Proceed. The Contractor shall complete construction within **eighty-five (85)** calendar days from the date of beginning specified in the Notice to Proceed.
18. LIQUIDATED DAMAGES: The time of completion is of the essence for this contract. For each calendar day that any work shall remain uncompleted after the time specified in the bid and the contract, or the increased time granted by the City, as equitably increased by additional work or materials ordered after the Contract is signed, the sum per day given in the following schedule may be deducted from the monies due the Contractor:

\$500 per Calendar Day

The sum of money thus deducted for such delay, failure or non-completion is not to be considered as a penalty, but shall be deemed, taken and treated as reasonable liquidated damages, per calendar day that the Contractor shall be in default after the time stipulated in the Contract for completing the Work. The said amounts are fixed and agreed upon by and between the City and Contractor because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages to the City in such event would sustain and which shall be retained from the monies due, or that may become due, the Contractor under this Contract; and if said monies be insufficient to cover the amount owing, then the Contractor or his surety shall immediately pay any additional amounts due. If the Contractor finds it impossible, for reasons beyond his control, to complete the work within the contract time as specified, the Contractor may make a written request for an extension of time in accordance with the General Provisions.

19. FORM OF CONTRACT: The contract for the construction of the Project will be drawn up by the City. A sample form of agreement is included in the Contract Agreement Section.
20. BONDS: A Performance Bond, Payment Bond, Maintenance Bond and an Affidavit of Bills Paid will be required by the City. Sample forms have been included in the PrB, PyB, MB and BP sections.

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

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

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

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

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

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

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

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

END OF SECTION

SECTION PF
PROPOSAL FORM

PROPOSAL FORM

_____, 2025

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

RE: City of Sanger
Porter Park Pond Rehabilitation

Gentlemen/Ladies:

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

Signed by: _____

Title: _____

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

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

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

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

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

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

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

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

ACKNOWLEDGMENT OF ADDENDA:

The Bidder acknowledges receipt of the following addenda:

ADDENDUM No. 1: _____

ADDENDUM No. 2: _____

ADDENDUM No. 3: _____

ADDENDUM No. 4: _____

ADDENDUM No. 5: _____

TOTAL AMOUNT BID FOR BASE BID SCHEDULE MATERIALS AND SERVICES

\$ _____

BASE BID SCHEDULE, INCLUSIVE

_____ DOLLARS

_____ CENTS

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

NOTES:

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

BIDDER is:

An Individual

By _____ (Seal)
(Individual's Name)

Doing business as:

Business address:

Phone No.

A Partnership

By _____ (Seal)
(Firm Name)

(General Partner)

Doing business as:

Business address:

Phone No.

A Corporation

By _____

(Corporation Name)

(State of Incorporation)

By _____

(Name of Person Authorized to Sign)

(Title)

(Corporate Seal)

Attest _____

(Secretary)

Business address: _____

Phone No. _____

A Joint Venture

By _____

(Name)

(Address)

By _____

(Name)

(Address)

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

END OF SECTION

SECTION QF

QUALIFICATIONS FORM (SAMPLE)

AIA® Document A305™ – 1986

Contractor's Qualification Statement

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

SUBMITTED TO:

ADDRESS:

SUBMITTED BY:

NAME:

ADDRESS:

PRINCIPAL OFFICE:

- Corporation
- Partnership
- Individual
- Joint Venture
- Other

NAME OF PROJECT: *(if applicable)*

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

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

§ 1.0 ORGANIZATION

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

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

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

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

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

§ 1.3.1 Date of incorporation:

§ 1.3.2 State of incorporation:

§ 1.3.3 President's name:

§ 1.3.4 Vice-president's name(s):

§ 1.3.5 Secretary's name:

§ 1.3.6 Treasurer's name:

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

§ 1.4.1 Date of organization:

§ 1.4.2 Type of partnership, if applicable:

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

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

§ 1.5.1 Date of organization:

§ 1.5.2 Name of owner:

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

§ 2.0 LICENSING

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

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

§ 3.0 EXPERIENCE

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

§ 3.2 Claims and Suits

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

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

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

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

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

(If the answer is yes, attach details.)

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

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

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

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

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

§ 4.0 REFERENCES

§ 4.1 Trade references:

§ 4.2 Bank references:

§ 4.3 Surety

§ 4.3.1 Name of bonding company:

§ 4.3.2 Name and address of agent:

§ 5.0 FINANCING

§ 5.1 Financial Statement

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

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

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

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

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

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

§ 6.0 SIGNATURE

§ 6.1 Dated this _____ day of _____, 20____

Name of organization:

By:

Title:

§ 6.2

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

Subscribed and sworn before me this _____ day of _____, 20____

Notary Public:

My commission expires:

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

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SECTION EF

ETHICS FORM (SAMPLE)

| CERTIFICATE OF INTERESTED PARTIES | | FORM 1295 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|--|--|--|---|---------------------------------------|--|-------------|--------------|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|
| Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties. | | OFFICE USE ONLY | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 1 Name of business entity filing form, and the city, state and country of the business entity's place of business. | | Must file online at www.ethics.state.tx.us/File | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 4 | <table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th rowspan="2" style="width: 35%; padding: 5px;">Name of Interested Party</th> <th rowspan="2" style="width: 25%; padding: 5px;">City, State, Country (place of business)</th> <th colspan="2" style="padding: 5px;">Nature of Interest (check applicable)</th> </tr> <tr> <th style="width: 15%; padding: 5px;">Controlling</th> <th style="width: 15%; padding: 5px;">Intermediary</th> </tr> </thead> <tbody> <tr><td style="height: 20px;"> </td><td> </td><td> </td><td> </td></tr> <tr><td style="height: 20px;"> </td><td> </td><td> </td><td> </td></tr> <tr><td style="height: 20px;"> </td><td> </td><td> </td><td> </td></tr> <tr><td style="height: 20px;"> </td><td> </td><td> </td><td> </td></tr> <tr><td style="height: 20px;"> </td><td> </td><td> </td><td> </td></tr> <tr><td style="height: 20px;"> </td><td> </td><td> </td><td> </td></tr> <tr><td style="height: 20px;"> </td><td> </td><td> </td><td> </td></tr> <tr><td style="height: 20px;"> </td><td> </td><td> </td><td> </td></tr> </tbody> </table> | Name of Interested Party | City, State, Country (place of business) | Nature of Interest (check applicable) | | Controlling | Intermediary | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Name of Interested Party | City, State, Country (place of business) | | | Nature of Interest (check applicable) | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | | Controlling | Intermediary | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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| 5 Check only if there is NO Interested Party. <input type="checkbox"/> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 6 UNSWORN DECLARATION My name is _____, and my date of birth is _____. My address is _____, _____, _____, _____, _____. <small>(street) (city) (state) (zip code) (country)</small> I declare under penalty of perjury that the foregoing is true and correct. Executed in _____ County, State of _____, on the _____ day of _____, 20____. <small>(month) (year)</small> <div style="text-align: right; margin-top: 10px;"> _____ Signature of authorized agent of contracting business entity (Declarant) </div> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| ADD ADDITIONAL PAGES AS NECESSARY | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |

SECTION VC

VENDOR COMPLIANCE TO STATE LAW FORM

VENDOR COMPLIANCE TO STATE LAW

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

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

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

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

Please Check or mark with an "X"

BIDDER:

_____ By: _____ Company
(please print)

_____ Signature: _____
(please print)

_____ Title: _____
(please print)

City / State _____ Zip _____

THIS FORM MUST BE RETURNED WITH YOUR QUOTATION

VENDOR COMPLIANCE TO STATE LAW

END OF SECTION

SECTION CC

CONTRACTOR COMPLIANCE TO TEXAS SALES TAX CODE FORM

CONTRACTOR COMPLIANCE TO TEXAS SALES TAX CODE

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

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

\$ _____

All other charges and costs

\$ _____

Total *

\$ _____

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

CONTRACTOR:

Company

By: _____
(signature of authorized person)

Address

Title: _____

City State Zip

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

END OF BID FORM

SECTION CA

CONTRACT AGREEMENT

SECTION CA

AGREEMENT FOR CONSTRUCTION SERVICES

STATE OF TEXAS §
 §
COUNTY OF DENTON §

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

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

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

Base Bid \$ _____

Total Construction Price: \$ _____

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CITY OF SANGER
(City)

ATTEST:

By: _____
John Noblitt
City Manager

Kelly Edwards
City Secretary

(Contractor)

ATTEST:

By: _____

By: _____

Name (print): _____

Name (print): _____

Title: _____

Title: _____

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

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

Signed: _____

Corporate Seal

END OF SECTION

SECTION IF
INSURANCE FORM

INSERT INSURANCE FORM HERE

SECTION PrB

PERFORMANCE BOND

SECTION PrB

PERFORMANCE BOND

STATE OF TEXAS §

§

COUNTY OF DENTON §

KNOW ALL MEN BY THESE PRESENTS:

THAT WE, _____, of the City of _____, County of _____, State of _____ hereinafter called Principal, and _____, a corporate surety/sureties, duly authorized to do business in the State of Texas, hereinafter called surety (whether one or more), are held and firmly bound unto the City of Sanger, a Texas home rule municipality, in the amount of _____ Dollars, \$ _____, for the payment whereof we do hereby bind ourselves, our heirs, administrators, executors, successors, assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the City of Sanger, dated the _____ day of _____, 2025, to furnish all materials, equipment, labor, supervision and other accessories necessary for the construction of certain improvements, to wit:

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

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

NOW THEREFORE, the condition of this obligation is such that if the said Principal shall faithfully perform said contract and shall in all respects duly and faithfully observe and perform all and singular the covenants, conditions and agreements in and by said contract, agreed and covenanted by the Principal to be observed and performed, and according to the true intent and meaning of said contract and the plans and specifications therein referred to, and as well during any period of extension of said contract that may be granted on the part of the City of Sanger, Texas, as during the original terms of same, then this obligation shall be and become null and void, otherwise, to remain in full force and effect.

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

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

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

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

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

ATTEST:

PRINCIPAL

Secretary

By

SURETY

END OF SECTION

SECTION PyB

PAYMENT BOND

PAYMENT BOND

STATE OF TEXAS §

§

COUNTY OF DENTON §

KNOW ALL MEN BY THESE

PRESENTS:

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

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

**City of Sanger
Porter Park Pond Rehabilitation**

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

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

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

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

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

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

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

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

ATTEST:

PRINCIPAL

By

Title

Title

SURETY

Title

END OF SECTION

SECTION MB

MAINTENANCE BOND

SECTION MB

MAINTENANCE BOND

STATE OF TEXAS

COUNTY OF DENTON

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

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

This obligation is conditioned, however, that whereas said

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

**City of Sanger
Porter Park Pond Rehabilitation**

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

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

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

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

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

SURETY

PRINCIPAL

By: _____
Attorney in Fact

By: _____

Title

By: _____
Surety

ATTEST

Agency and Address

Title

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

END OF SECTION

SECTION BP

CONTRACTOR'S AFFIDAVIT OF BILLS PAID

SECTION BP

CONTRACTOR'S AFFIDAVIT OF BILLS PAID

STATE OF TEXAS §
 §
COUNTY OF DENTON §

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

City of Sanger, Texas
Porter Park Pond Rehabilitation

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

Signature

Title

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

Notary Public in and for

_____ County, Texas

Instructions:

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

END OF SECTION

SECTION GP

GENERAL PROVISIONS

SECTION GP

GENERAL PROVISIONS

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

END OF SECTION

SECTION SP
SPECIAL PROVISIONS

SECTION SP

SPECIAL PROVISIONS

1. CITY

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

2. FORMS, PLANS AND SPECIFICATIONS

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

3. COPIES OF PROJECT MANUAL FURNISHED

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

4. PRODUCT RECORDS DOCUMENTS

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

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

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

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

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

Changes made by Change Order or Supplemental Agreements.

Details not on original Contract Drawings/Site Plan.

Other matters not originally specified.

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

5. HORIZONTAL AND VERTICAL CONTROL

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

6. PERMITS, LICENSES, AND REGULATIONS

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

7. REFERENCE SPECIFICATIONS

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

8. REVIEW OF WORK

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

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

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

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

9. SCOPE OF WORK

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

10. PROPERTY LINES AND MONUMENTS

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

11. DISCREPANCIES

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

12. TIME ALLOTTED FOR COMPLETION

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

13. EXISTING STRUCTURES

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

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

14. EXISTING UTILITIES AND SERVICE LINES

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

15. PUBLIC UTILITIES AND OTHER PROPERTY TO BE CHANGED

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

16. LIGHTS AND POWER

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

17. PERMITS AND RIGHTS-OF-WAY

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

18. PRECONSTRUCTION CONFERENCE

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

19. WATER FOR CONSTRUCTION

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

20. EXCAVATION

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

21. CONTRACTOR'S BID

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

22. CITY'S STATUS

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

23. CITY'S DECISIONS

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

24. LANDS FOR WORK

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

25. CLEANUP

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

26. LIQUIDATED DAMAGES FOR DELAY BY CONTRACTOR

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

27. USE OF EXPLOSIVES

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

28. PROJECT MAINTENANCE

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

29. DISPOSAL OF WASTE AND SURPLUS EXCAVATION

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

30. REMOVALS, ADJUSTMENTS AND DEMOLITIONS

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

31. TRAFFIC CONTROL

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

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

32. CERTIFICATION

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

33. FINAL ACCEPTANCE OF WORK

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

34. WORK AREA

Contractor shall restrict his construction activity to the Project site.

35. CONTRACT TIME

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

36. CONTRACTOR'S AFFIDAVIT OF BILLS PAID

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

37. PAY ITEMS

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

38. CONSTRUCTION STAKING

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

39. COMPLIANCE WITH GENERAL RULES AND LAWS

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

40. COMPLIANCE WITH IMMIGRATION LAWS

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

41. INSURANCE

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

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

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

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

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

42. WORKERS COMPENSATION:

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

A. Definitions

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

"Commission" means the "TWCC")

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

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

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

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

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

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

The following is the form of notice of worker's compensation coverage prescribed by the TWCC. Pursuant to Section 110.110(d)(7), this notice must be printed with a title in at least 30-point bold type, and text in at least 19-point normal type, and shall be in both English and Spanish and any other language common to the worker population.

REQUIRED WORKERS' COMPENSATION COVERAGE

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

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

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

END OF SECTION

SECTION T

TECHNICAL SPECIFICATIONS

TECHNICAL SPECIFICATIONS – PORTER PARK POND REHABILITATION

BID ITEM NO. 1 SECTION I– Site Preparation

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

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

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

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

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

- A. This item includes all labor, equipment, permits, fees and materials necessary for the relocation of the aquatic life prior to the commencement of construction.
- B. The Contractor shall be responsible for contracting with a biologist or fishery capable of preparing of an Aquatic Resources Relocation Plan (ARRP) for submission to the Texas Parks and Wildlife Department and the execution of the activities identified in the ARRP. Additional information regarding the ARRP may be found at:
https://tpwd.texas.gov/publications/pwdpubs/media/pwd_if_t3200_1958_arrp_guidelines_packet.pdf
- C. Measurement for this bid item shall be lump sum.
- D. Payment for this bid item shall be paid for at the unit price bid for “Aquatic Resources Relocation Plan”. No partial payments shall be made for this bid item.

BID ITEM NO. 3 SECTION I– Care of Water

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

BID ITEM NO. 4 SECTION I – Construction Staking

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

BID ITEM NO. 10 SECTION I – Unclassified Excavation

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

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

BID ITEM NO. 11 SECTION I– Spoil

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

BID ITEM NO. 2 SECTION III – Tree Protection

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

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

SECTION T-1

GENERAL

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

END OF SECTION

SECTION T-2

PORTER PARK POND REHABILITATION

1. GENERAL

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

2. COMPLETING THE PROJECT

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

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

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

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

A. Plan of Work

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

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

B. Safety Precautions

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

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

C. Contractor Liability

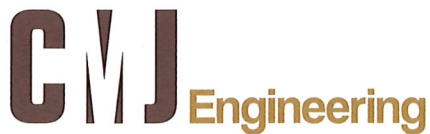
Contractor shall be solely liable for all claims for personal and property damage including death, which results from the construction operations on this Project. If complaints are received by the Contractor or City from anyone, the Contractor shall investigate the complaint immediately and report in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

D. Payment

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

APPENDIX

GEOTECHNICAL REPORT 117-24-360



July 29, 2024

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

Attn: Mr. Samson Lotigo, P.E.

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

Dear Mr. Lotigo:

INTRODUCTION

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

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

FIELD INVESTIGATION

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

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SUBSURFACE CONDITIONS AND LABORATORY TESTING

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

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

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

POND RETENTION RECOMMENDATIONS

Summary of Results

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

Pond Liner Alternatives

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

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

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

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

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

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

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

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

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

Dewatering of Excavations

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

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

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

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

ANCILLARY COMMENTS

Acceptance of Imported Fill

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

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

Excavation

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

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

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

Erosion and Sediment Control

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

CLOSURE

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

The following plates are attached and complete this report:

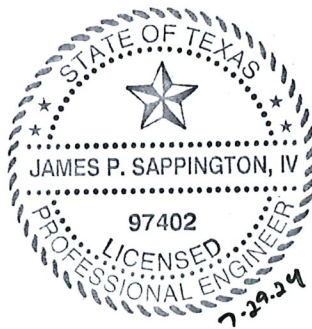
- Plate A.1 - Plan of Borings
- Plate A.2 - Unified Soil Classification System
- Plate A.3 - Key to Classification and Symbols
- Plates A.4 – A.6 - Logs of Borings
- Plate A.7 – A.10 - Particle Size Distribution Reports
- Plates A.11 – A.14 - Hydraulic Conductivity Test Reports

* * * *

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



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



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



I-35 FRONTAGE ROAD

SANGER SPORTS PARK

DUCK CREEK

B-1

B-2

B-3

CMJ Engineering
 CMJ Project No. 117-24-360

PLAN OF BORINGS
 Pond Investigation
 Sanger Sports Park
 Sanger, Texas

Plate
 A.1

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

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

TERMS DESCRIBING CONSISTENCY, CONDITION, AND STRUCTURE OF SOIL

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

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

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

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

Soil Structure

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

TERMS DESCRIBING PHYSICAL PROPERTIES OF ROCK

Hardness and Degree of Cementation

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

Degree of Weathering

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

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

| Depth, Ft. | Symbol | Samples | Surface Elevation | Type | REC % | RQD % | Blows/Ft. or Pen Reading, T.S.F. | Passing No 200 Sieve, % | Liquid Limit, % | Plastic Limit, % | Plasticity Index | Moisture Content, % | Unit Dry Wt. Lbs./Cu. Ft. | Unconfined Compression Pounds/Sq. Ft. |
|----------------------------|--------|---------|-------------------|---|-------|-------|----------------------------------|-------------------------|-----------------|------------------|------------------|---------------------|---------------------------|---------------------------------------|
| | | | 609.0 | CME-55, w/ CFA | | | | | | | | | | |
| Stratum Description | | | | | | | | | | | | | | |
| 0 | | | | SILTY CLAY , dark brown, w/ ironstone nodules and iron seams, stiff to very stiff -hard above 2' | | | 4.5+ | | | | | 15 | | |
| 2.0 | | | | | | | | | 49 | 19 | 30 | 20 | 98 | |
| 3.0 | | | | | | | | | | | | 24 | | |
| 3.0 | | | | | | | | | | | | 22 | | |
| 4.0 | | | | | | | | | | | | 21 | | |
| 3.25 | | | | | | | | | | | | 21 | | |
| 2.25 | | | | | | | | 93 | 49 | 20 | 29 | 25 | | |
| 1.0 | | | 594.0 | -firm below 14' | | | | | | | | 25 | 93 | |
| | | | | SILTY CLAY , brown, w/ ironstone nodules and iron seams, soft to firm | | | | | | | | | | |
| 1.0 | | | | | | | | 88 | 40 | 16 | 24 | 25 | | |
| 0.75 | | | | | | | | | | | | 28 | | |
| 1.5 | | | 589.0 | SANDY CLAY , light brown, w/ gravel, ironstone nodules, and iron seams, stiff -w/ gray above 22' -hard below 22' | | | | | | | | 23 | | |
| 4.5+ | | | | | | | | | | | | 12 | | |
| 4.5+ | | | 584.0 | | | | | | | | | 13 | | |

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

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

| Depth, Ft. | Symbol | Samples | Surface Elevation | Type | REC % | RQD % | Blows/Ft. or Pen Reading, T.S.F. | Passing No 200 Sieve, % | Liquid Limit, % | Plastic Limit, % | Plasticity Index | Moisture Content, % | Unit Dry Wt. Lbs./Cu. Ft. | Unconfined Compression Pounds/Sq. Ft. |
|----------------------------|--------|---------|-------------------|---|-------|-------|----------------------------------|-------------------------|-----------------|------------------|------------------|---------------------|---------------------------|---------------------------------------|
| | | | 607.0 | CME-55, w/ CFA | | | | | | | | | | |
| Stratum Description | | | | | | | | | | | | | | |
| 5 | | | 601.0 | SILTY CLAY , dark brown, w/ ironstone nodules and iron seams, very stiff to hard | | | 4.5+ | | | | | 15 | | |
| | | | | | | | 3.75 | | | | | 20 | | |
| | | | | | | | 4.5+ | | 40 | 17 | 23 | 17 | | |
| | | | | | | | 4.0 | | | | | 17 | | |
| | | | | | | | 3.75 | | | | | 16 | | |
| | | | | | | | 3.0 | | | | | 15 | 104 | |
| | | | | | | | 3.0 | | 35 | 14 | 21 | 14 | | |
| | | | | | | | 1.75 | | | | | 17 | | |
| | | | 591.0 | SILTY CLAY , brown, w/ calcareous nodules, ironstone nodules and iron seams, stiff to very stiff | | | 3.5 | | 47 | 16 | 31 | 20 | | |
| | | | | | | | 2.75 | | | | | 20 | | |
| | | | 587.0 | SANDY CLAY , light brown, w/ gravel, ironstone nodules, and iron seams, very stiff to hard | | | 4.5+ | | | | | 12 | | |
| | | | | | | | 4.0 | | 27 | 14 | 13 | 13 | | |
| | | | | | | | 50/4.5" | | | | | | | |
| | | | 582.0 | | | | | | | | | | | |

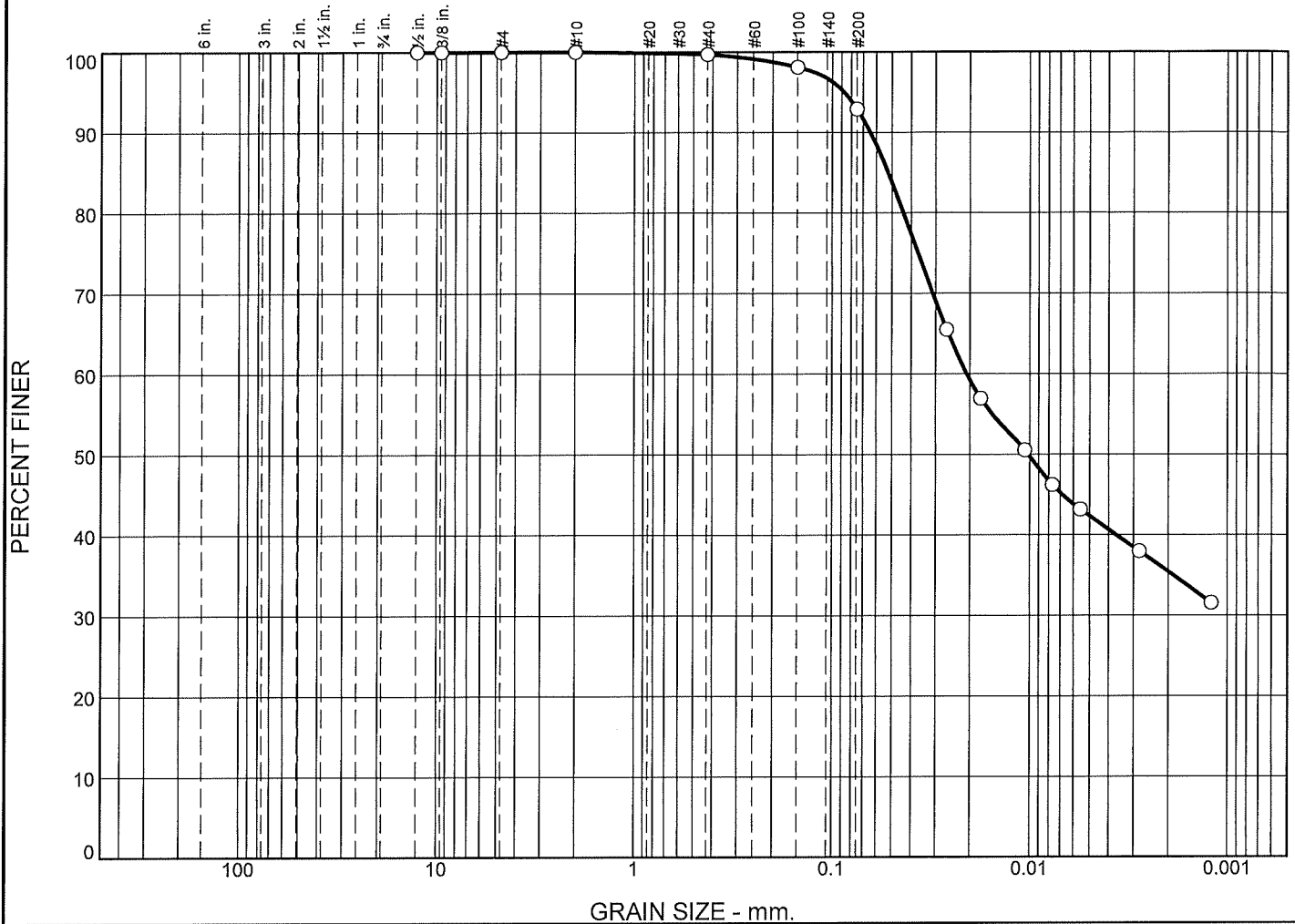
LOG OF BORING 117-24-360.GPJ CMJ.GDT 7/29/24

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

| Depth, Ft. | Symbol | Samples | Surface Elevation | Type | REC % | RQD % | Blows/Ft. or Pen Reading, T.S.F. | Passing No 200 Sieve, % | Liquid Limit, % | Plastic Limit, % | Plasticity Index | Moisture Content, % | Unit Dry Wt. Lbs./Cu. Ft. | Unconfined Compression Pounds/Sq. Ft. |
|----------------------------|--------|---------|-------------------|--|-------|-------|----------------------------------|-------------------------|-----------------|------------------|------------------|---------------------|---------------------------|---------------------------------------|
| | | | 607.0 | CME-55, w/ CFA | | | | | | | | | | |
| Stratum Description | | | | | | | | | | | | | | |
| 5 | | | 601.0 | SILTY CLAY , dark brown, w/ ironstone nodules and iron seams, stiff -hard above 2' | | | 4.5+ | | 46 | 18 | 28 | 19 | | |
| | | | | | | | 2.5 | | | | | 25 | | |
| | | | | | | | 1.75 | | | | | 24 | | |
| | | | 591.0 | CLAY / SILTY CLAY , dark brown, w/ ironstone nodules and iron seams, stiff -grades brown below 12' | | | 2.5 | | | | | 24 | 95 | |
| | | | | | | | 2.25 | 97 | 55 | 20 | 35 | 27 | | |
| | | | | | | | 2.0 | | | | | 29 | | |
| | | | | | | | 2.5 | | | | | 21 | | |
| | | | | | | | 2.5 | | | | | 18 | | |
| | | | 591.0 | SILTY CLAY , light brown and gray, w/ calcareous nodules, ironstone nodules, and iron seams, stiff | | | 2.0 | 89 | 40 | 16 | 24 | 22 | | |
| | | | | | | | 2.5 | | | | | 23 | | |
| | | | | | | | 2.0 | | | | | 23 | | |
| | | | 585.0 | CLAYEY SAND , tan, w/ gravel and calcareous nodules, very dense | | | | | | | | | | |
| | | | 582.0 | | | | 50/5.125" | 31 | | | | 11 | | |

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

Particle Size Distribution Report



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

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

| MATERIAL DESCRIPTION | TEST DATE | USCS | NM |
|----------------------|-----------|------|----|
| ○ | | CL | |

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

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

CMJ ENGINEERING, INC.
Fort Worth, Texas

Remarks:

PLATE A.7

Particle Size Distribution Report



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

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

| MATERIAL DESCRIPTION | TEST DATE | USCS | NM |
|----------------------|-----------|------|----|
| ○ | | CL | |

| | |
|---|-------------------------|
| <p>Project No. 117-24-360 Client: Halff Associates, Inc.</p> <p>Project: City of Sanger Park Pond Investigation</p> <p>○ Depth: 16-18 Sample Number: B-1</p> | <p>Remarks:</p> |
| <p>CMJ ENGINEERING, INC.</p> <p>Fort Worth, Texas</p> | <p>PLATE A.8</p> |

Particle Size Distribution Report



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

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

| MATERIAL DESCRIPTION | TEST DATE | USCS | NM |
|----------------------|-----------|------|----|
| ○ | | CH | |

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

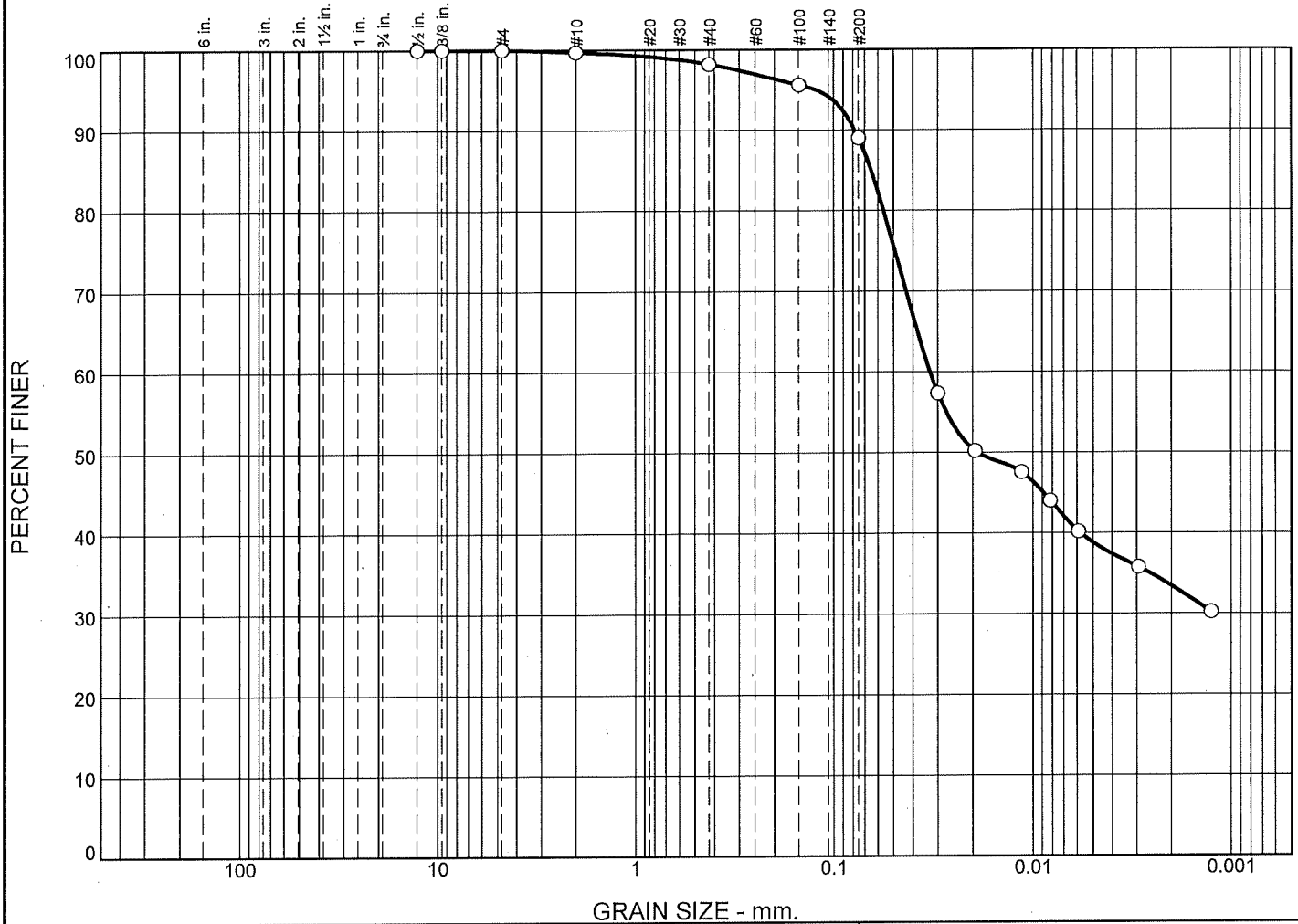
 ○ **Depth:** 8-10 **Sample Number:** B-3

CMJ ENGINEERING, INC.
 Fort Worth, Texas

Remarks:

PLATE A.9

Particle Size Distribution Report



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

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

| MATERIAL DESCRIPTION | TEST DATE | USCS | NM |
|----------------------|-----------|------|----|
| | | CL | |

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

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

CMJ ENGINEERING, INC.
Fort Worth, Texas

Remarks:

PLATE A.10

HYDRAULIC CONDUCTIVITY WORKSHEET

FALLING HEAD - FIXED WALL PERMEAMETER

PROJECT: CMJ
 LOCATION: _____
 MATERIAL: Silty clay, dark brown
 BORING/SAMPLE: B-3
 PROCTOR #: _____
 SAMPLE ORIENTATION: H _____ V
 Remold _____

JOB No.: 117-24-360
 LAB START DATE: 7/4/2024
 LAB REP. DATE: 7/8/2024
 TECHNICIAN: MLT
 DEPTH/LIFT: 6.0'-8.0'
 PERM FLUID USED: De-aired Tap Water

a. Length of Specimen, L: 1.0 in
 c. Sample Volume
 (0.7854 * a * b ^ 2): 4.909 cu in

b. Avg. Diameter of Specimen: 2.5 in
 d. Wet Unit Weight:
 [((f-h)*3.8095)/c]: 117.8 pcf

INITIAL CONDITIONS

FINAL CONDITIONS

e. Ring + Wet Weight Soil: 660.9 gms
 f. Wet Weight Soil + Tare: 160.2 gms
 g. Dry Weight Soil + Tare: 130.7 gms
 h. Tare Weight: 8.4 gms
 i. Moisture Content
 [(f-g)/(g-h)]*100: 24.1 %
 j. Unit Dry Weight
 [d/(1+(i/100))]: 94.9 pcf

k. Wet Weight Soil + Tare: 166.5 gms
 l. Dry Weight Soil + Tare: 130.7 gms
 m. Tare Weight: 8.4 gms
 n. Moisture Content
 [(k-l)/(l-m)]*100: 29.3 %
 o. Unit Dry Weight
 [d/(1+(n/100))]: 91.1 pcf
 p. Ring Weight: 509.1 gms

| Date | Time | t sec | Initial Height, ho | Corrected ho - C | Final Height, hf | Corrected hf - C | Temp C | Rt | k @ 20C cm/sec |
|--------|-------|----------|-----------------------|---------------------|------------------------|---------------------|-----------|-------|-------------------|
| 04-Jul | 08:39 | | 45.7 | 39.1 | | | | | |
| 04-Jul | 20:48 | 43740 | | | 43.8 | 37.2 | 22 | 0.953 | 1.5E-07 |
| 04-Jul | 20:48 | | 43.8 | 37.2 | | | | | |
| 05-Jul | 07:29 | 38460 | | | 42.7 | 36.1 | 22 | 0.953 | 1.1E-07 |
| 05-Jul | 07:29 | | 42.7 | 36.1 | | | | | |
| 05-Jul | 11:40 | 15060 | | | 42.3 | 35.7 | 22 | 0.953 | 1.0E-07 |
| 05-Jul | 11:40 | | 42.3 | 35.7 | | | | | |
| 05-Jul | 16:08 | 16080 | | | 41.9 | 35.3 | 22 | 0.953 | 9.5E-08 |
| 05-Jul | 16:08 | | 41.9 | 35.3 | | | | | |
| 06-Jul | 07:35 | 55620 | | | 40.6 | 34.0 | 22 | 0.953 | 9.1E-08 |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| 04-Jul | 20:48 | | 43.8 | 37.2 | | | | | |
| 06-Jul | 07:35 | 125220 | | | 40.6 | 34.0 | 22 | 0.953 | 9.7E-08 |

Height of Top of Specimen Standpipe Diameter Standpipe Area ,
 From Top of Table: 6.61 cm 1.50 cm 1.767 sq cm

Test Method: Corps of Engineers EM 1110-2-1906, Appendix VII

Hx-C = Hx-Ht

SAMPLE OF TEXAS SALES TAX EXEMPTION CERTIFICATE

SAVE A COPY

CLEAR SIDE

Texas Sales and Use Tax Exemption Certification

This certificate does not require a number to be valid.

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

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

Seller: _____

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

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

Purchaser claims this exemption for the following reason:

Municipal Government

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

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

| | | |
|---------------------------------|-------|------|
| Purchaser sign here → | Title | Date |
|---------------------------------|-------|------|

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

THIS CERTIFICATE DOES NOT REQUIRE A NUMBER TO BE VALID.

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

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

ADDENDA

CONSTRUCTION DOCUMENTS

SEE PLANS (SEPARATE DOCUMENT)