Duncanville City Council Meeting Agenda

City Council Briefing Room and City Council Chamber
Duncanville City Hall
203 E. Wheatland Road
Duncanville, TX 75116
(972) 780-5017

Tuesday, December 3, 2024
6:00 P.M. - Work Session/Briefing
7:00 P.M. - Regular Session
or immediately following the 6:00 pm Work Session/Briefing

The Duncanville City Hall is accessible to people with disabilities. If you need assistance in participating in this meeting due to a disability as defined under the ADA, please call 972-780-5017 or email city.secretary@duncanvilletx.gov at least three (3) business days prior to the scheduled meeting to request an accommodation.

As authorized by Section 551.071 of the Texas Government Code, this meeting may be convened into closed Executive Session for the purposes of seeking confidential legal advice from the City Attorney on any item on the agenda at any time during the meeting.

Pursuant to Texas Government Code 551.127, one or more members of the governing body may appear via videoconference call. The presiding officer and a quorum of the City Council must be physically present at the above stated location.

The City of Duncanville reserves the right to reconvene, recess or align the Regular Session or called Executive Session or order of business at any time prior to adjournment at the direction and agreement of Mayor and Council.

This is an open meeting conducted in-person and will be broadcast by website and social media channels.

To view the live meeting or previous meetings click on the link below.
https://duncanvilletx.new.swagit.com/views/454/

To submit a comment via email the following information is required:

- Submit a comment by 4:00 p.m. on Tuesday, December 3, 2024.
- Email city.secretary@duncanvilletx.gov
- Email title: Public Comment – Tuesday, December 3, 2024
- First Name, Last Name, and Address

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WORK SESSION / BRIEFING

1. DISCUSS AGENDA ITEMS

2. CITY COUNCIL CALENDAR

3. BRIEFINGS / PRESENTATIONS

A. Council to receive a briefing from a representative from Oncor about power outages at City Hall. — 6
Briefing from Oncor

B. Council to receive a briefing from Library System Services for third-party operation of the Duncanville Public Library. — 7 - 26
Library Systems & Services Briefing

C. Matrix Consulting Group Presentation on Police and Fire Staffing Analysis. — 27 - 56
Matrix Consulting Group Presentation on Police and Fire Staffing Analysis

D. Council to receive a briefing on Pyburn Park Speeding Analysis. — 57 - 63
Pyburn Park Speeding Analysis

EXECUTIVE SESSION

1. City Council shall convene into closed executive session pursuant to Section 551.074, of the Texas Government Code, Personnel, to deliberate the duties of the City Manager under the Home Rule Charter pursuant to Section 551.071 of the Texas Government Code; and to seek legal advice from the City Attorney on the same topic. — 64
Executive Session

2. City Council shall convene in Executive Session pursuant to Section 551.072 of the Texas Government Code, to deliberate the sale, exchange, lease, purchase, or value of certain real property located east of Clark Rd., south of Ranchero Ln., west of US Highway 67, and north of Wintergreen Rd., and pursuant to Section 551.071 of the Texas Government Code, to seek legal advice from the City Attorney regarding the same. — 65 - 66
Executive Session

REGULAR SESSION - CONVENE INTO THE COUNCIL CHAMBERS (7:00 P.M. OR IMMEDIATELY FOLLOWING THE 6:00 PM WORK SESSION/BRIEFING)

CALL TO ORDER
INVOCATION
PLEDGES - PLEDGE OF ALLEGIANCE; TEXAS PLEDGE OF ALLEGIANCE

1. REPORTS

The Mayor’s Report, the Councilmembers' Reports, and the City Manager's Report are informational only. There is no Council deliberation or action taken on any of these items.

A. Mayor's Report.

B. Councilmembers' Reports

C. City Manager's Report.

2. PROCLAMATIONS AND PRESENTATIONS

A. Presentation of the Keep Duncanville Beautiful Winter 2024 Business Beautification Award Plaque and Proclamation to Gahwena Coffee Station located at 711 S. Main St. 67 - 70

Fall 2024 Business Beautification Award - Gahwena Coffee

B. Recognition of Keep Duncanville Beautiful Winter 2024 Curb Appeal Residential Properties. 71 - 75

Keep Duncanville Beautiful Fall 2024 Curb Appeal

3. CITIZENS' INPUT

In-person citizen comments will be heard during the Regular Session. In keeping with the City Council’s Rules of Procedure adopted on June 4, 2024, electronic mail comments will no longer be read aloud. Paper copies will be provided to the City Council at the dais. The comments will be made a part of the public record in the minutes.

“Pursuant to Section 551.007 of the Texas Gov’t Code, any member of the public has the opportunity to address the City Council concerning any matter of public business or any posted agenda item; however, the Act prohibits the City Council from deliberating any issues not on the public agenda and such non-agenda issues may be referred to City staff for research and any future action; all persons addressing are subject to council adopted rules and limitations permitted by law”

At this time, two-minute comments will be taken from the audience on any topic. To address the Council, please submit a fully completed request card to the City Secretary prior to the beginning of the Citizens' Input portion of the Council meeting. In accordance with the Texas Open Meetings Act, the City Council cannot discuss issues raised or make any decisions at this time. Issues may be referred to City Staff for research and possible future action.

4. CONSENT AGENDA

The following may be acted upon in one motion. A City Councilmember may request items be removed from the Consent Agenda for individual consideration.

A. Consider a Resolution authorizing the annual procurement of senior meal program services with Visiting Nurse Association of Texas, in the unit amount bid through the City of Grand Prairie cooperative purchasing agreement #22140 with an annual estimated expenditure amount of $100,000.00. 76 - 88

VNA Contract for Senior Meals

B. Consider a Resolution authorizing a contract amendment to increase the amount expenditure by $18,200.00 to an annual procurement of $93,200.00 for the senior meal program services with visiting Nurse Association of Texas, in the unit amount bid through the City of Grand Prairie cooperative purchasing agreement #22140. 89 - 94

FY 2024 Contract Amendment with Visiting Nurse Association (VNA) Senior Meals

C. Consider Resolution 2024-376 authorizing purchase of cardio fitness equipment from Marathon Fitness, through BuyBoard Contract #665-22, and authorizing staff to negotiate the related five year lease-purchase finance agreement with Municipal Asset Management, Inc. for a total estimated expenditure amount of $113,975.40. 95 - 183

Marathon Fitness

D. Consider Resolution 2024-377 approving Construction Manager at Risk Contract #22-0009 with Dean Construction for Harrington Park improvements for an estimated cost of $4,056,859.78 184 - 360

Harrington Dean Construction Contract

E. Authorization to Approve Work-Based Learning Partnership Agreement with Duncanville Independent School District (DISD) 361 - 369

DISD work based learning Interlocal Agreement

F. Consider a Resolution ratifying the purchase of an emergency generator for the City of Duncanville City Hall/Police Department Municipal Building from Fort Worth Electric in an expenditure amount of $362,860.00 and authorizing an appropriation of $36,286.00 for a project contingency for the execution of future change orders not exceeding a total amount of $399,146.00. 370 - 377

Ratification of Generator Purchase

G. Consider a Resolution awarding a bid and authorizing a cooperative purchasing agreement with UniFirst Corporation for uniform and facility products rental through Sourcewell Contract #011124-UFC for a one-year term with the option to renew for up to four additional one-year terms in an estimated contract amount not to exceed $86,199.00 over the five years, subject to the exercise of contract renewal and City Council appropriation. 378 - 438

UniFirst Uniform Rental

H. Consider a Resolution authorizing a month to month agreement with McCreary, Veselka, Bragg, and Allen, P.C (MVBA) for the continuance of collection services for Municipal Court while proposals can be solicited for those services during FY2025. 439 - 447

Month-to-Month Agreement with MVBA

5. ITEMS FOR INDIVIDUAL CONSIDERATION

A. Take any necessary action as a result of the Executive Session.

B. Consider a resolution casting the City of Duncanville's 15 votes for a member of the Board of Directors of the Dallas Central Appraisal District. 448 - 452

DCAD Board of Directors Vote

C. Consider a resolution approving a contract with Hunden Partners for a feasibility analysis of the duncanville fieldhouse, facilitating a request for proposals for third-party operations, and authorizing Hunden Partners to provide a review of third-party proposals received through the RFP process, and authorizing an expenditure of hotel occupancy funds in an amount not to exceed $140,000.00. 453 - 475

Hunden Partners Fieldhouse Analysis and Third-Party Review Proposal

D. Request the use of Hotel Occupancy Tax Funds to purchase a Fire Dept. EMS Response Cart for Special Events 476 - 491

Fire Dept. EMS Response Cart for Special Events

E. Consider a Resolution authorizing approval of incentive grants by the Duncanville Community & Economic Development Corporation (DCEDC) to North Texas Care Clinic in an amount not to exceed $98,585.67 for a building located at 726 S Cockrell Hill Rd. Duncanville, Texas 75137. 492 - 559

DCEDC Design Incentive Grant - North Texas Care Clinic - 726 S Cockrell Hill Rd

6. STAFF AND BOARD REPORTS

A. Council to receive a briefing from the Duncanville Police Department on the revised Chapter Four—Animals and Fowl City Ordinance to comply with state legislation changes and best practices, Council discussion on the proposed changes, and direction if needed. 560 - 618

Council Briefing on Chapter Four—Animals and Fowl

B. Receive the Parks and Recreation Department Quarterly Report 619 - 633

Parks and Recreation Department Quarterly Report

ADJOURNMENT

I, the undersigned authority, do hereby certify that this Notice of Meeting was posted in accordance with the regulations of the Texas Open Meetings Act on the bulletin board located outside the entrance to the City of Duncanville City Hall, next to the entryway doors, a place convenient and readily accessible to the general public, as well as to the City's website www.duncanvilletx.gov and said Notice was posted **by** the following date and time: **Wednesday, November 27, 2024, by 5:00 P.M.** and remained posted for at least two hours after said meeting was convened.

Chiquita Taylor, City Secretary

"Guns prohibited on these premises by state law unless licensed under Chapter 411, Tex. Gov. Code. Section 46.035 Texas Penal Code."

"Las armas de fuego están prohibidas en estas instalaciones por la ley estatal a menos que estén autorizadas bajo el Capítulo 411 del Código de Gobierno de Texas. Sección 46.035 del Código Penal de Texas."

STAFF REPORT

MEETING: City Council - 03 Dec 2024

TITLE:
Council to receive a briefing from a representative from Oncor about power outages at City Hall.

Vision Statement:

"Duncanville, a City of Champions, is a safe, vibrant, diverse community committed to excellence in education, business, and good governance."

STAFF RESPONSIBLE:
Douglas Finch, City Manager
Kenneth Govan, Oncor

BACKGROUND/HISTORY:
City Hall has experienced several power outages over the past year that have affected the ability of staff to perform their duties. Oncor has identified a specific transformer that is responsible for the power outages.

POLICY EXPLANATION:
Mr. Kenneth Govan will brief the Council on the transformer that Oncor has identified and the next steps in resolving the issue.

FUNDING SOURCE:

ORG and Object Number
N/A

Available Budget	**Purchase Amount**	**After Encumber**
N/A	N/A	N/A

ACTION ALTERNATIVES:
1. No action necessary. Briefing only.

STAFF REPORT

MEETING: City Council - 03 Dec 2024

TITLE:
Council to receive a briefing from Library System Services for third-party operation of the Duncanville Public Library.

Vision Statement:

"Duncanville, a City of Champions, is a safe, vibrant, diverse community committed to excellence in education, business, and good governance."

Pillar:

- **Emphasize: Government Accountability, Customer Service, Efficiency and Process Improvement**
  - **Develop a high performing organization that encourages innovation, transparency, and collaboration while delivering exceptional customer service.**

STAFF RESPONSIBLE:
David Kees, Interim Assistant City Manager - Community
Mark Kunin, Library Systems & Services
Joe McAvoy, Library Systems & Services
Todd Frazier, Library Systems & Services

BACKGROUND/HISTORY:
The Duncanville Public Library has served the community as a vital educational and cultural resource for many years. As the city continues to grow, so do the demands for high-quality, accessible library services. In response to these growing needs, the City of Duncanville has explored various ways to enhance efficiency, improve service delivery, and maintain fiscal responsibility.

Library System Services (LSS) is a leading provider of third-party management and operational services for public libraries. LSS specializes in managing public libraries and implementing best practices for library operations, technology, customer service, and program development. They have a proven track record with other municipalities and have expressed interest in partnering with Duncanville to operate and manage the Duncanville Public Library.

POLICY EXPLANATION:

1. **Scope of Services Provided by LSS**:
   - LSS would assume responsibility for the day-to-day operations of the Duncanville Public Library, including staffing, programming, facility management, and library collection development.

- The LSS model emphasizes data-driven decision-making to improve library services and ensure alignment with community needs.
- LSS will work closely with the City to ensure that the library's programs and services are tailored to Duncanville's unique demographic and educational goals.

2. **Financial Impact**:
   - LSS's third-party operation proposal is expected to streamline costs through economies of scale, efficient staffing models, and centralized resources from their extensive network of libraries.
   - The City would be provided with detailed financial projections and cost savings estimates based on LSS's experience with other similar contracts.
   - A review of current library expenses and comparisons with LSS's proposed budget will be included to assess potential savings or increased efficiency.
3. **Community Engagement**:
   - LSS has a robust track record of community engagement and program development, which would be critical in sustaining the library's role as a community hub.
   - They will gather feedback from Duncanville residents to ensure the library's programs, services, and resources reflect the community's needs and preferences.
4. **Library Improvement and Technology**:
   - LSS has advanced knowledge of the latest library technologies and resources, which could improve patron access to information, library services, and digital resources.
   - LSS would work on upgrading the library's IT infrastructure, expanding digital collections, and enhancing online services to make the library more accessible to all residents.
5. **Risk and Transition Plan**:
   - As with any third-party management agreement, the transition to LSS management would need to be handled carefully to ensure a smooth operation and minimal disruption to library services.
   - The City would work with LSS to establish a transition plan that includes staff training, public communications, and continued operations during the shift in management.

FUNDING SOURCE:

ORG and Object Number
N/A

Available Budget	**Purchase Amount**	**After Encumber**
N/A	N/A	N/A

ACTION ALTERNATIVES:

1. No action required. Briefing only.

ATTACHMENTS:
Duncanville_Library_Summary2024v3 (002)
CITY OF DUNCANVILLE LIBRARY SERVICES PROPOSAL
APPENDIX_LIBRARY OPERATIONS TEAM

Summary and Briefing Document

Subject: Proposal for Managed Library Services by LS&S

Date: November 14, 2024

Overview

Library Systems & Services (LS&S) has submitted a proposal to manage operations at the Duncanville Public Library. This partnership aims to align the Library with Duncanville's goals while enhancing service quality, operational efficiency, and community engagement. The proposal outlines how LS&S will transform the Library into a modern, accessible community hub while ensuring local oversight and retaining ownership.

Key Benefits of the Proposal

Financial Advantages

- Cost Savings: Anticipated savings of $120,000 annually, totaling $1.205 million over the initial agreement term.
- Predictable Budgeting: Controlled costs with the potential to reinvest savings into community programs and services.
- Consortium Discounts: Access to large-scale purchasing power for technology, materials, and resources.

Service Enhancements

- Modernized Programming: STEAM/STREAM activities, early literacy programs, digital and career development, ESL, and makerspace initiatives.
- Data-Driven Operations: Tailored collections and programming based on proprietary analytics.
- Technology Integration: Advanced systems, including integrated library systems (ILS), analytics platforms, and innovative technologies like 3D printing.

Community Engagement and Control

- The City retains ownership of all policies, collections, and assets.
- Annual community surveys and feedback mechanisms ensure services meet local needs.

Staffing and Human Resources

- Retention of existing library staff with equivalent salaries and benefits.
- Comprehensive training and professional development opportunities.
- Low turnover rate (<3%) across LS&S-managed libraries.

Operational Excellence

- Managed hours of operation, adjusted based on data insights and community feedback.
- Grant management expertise, with notable successes in securing funding for similar libraries.
- Ongoing advisory services for strategic, facility, and technology planning at no additional cost.

Proposed Cost Structure

- Annual Fee: $1,030,316, inclusive of all services.
- Savings: Represents a 10% reduction from the current operational budget.

Implementation Timeline

- Transition Period: 45-60 days without disruption to current operations.
- Communication Plan: Regular updates to stakeholders to ensure transparency and alignment.

Community and Stakeholder Support

Testimonials from other Texas cities (Huntsville, Red Oak, Farmers Branch) highlight the effectiveness of LS&S in delivering quality library services while maximizing resources.

Duncanville Public Library

LIBRARY SERVICES

November 14, 2024

SUBMITTED BY

library systems & services

Mr. David Kees

Assistant City Manager - Interim

203 E Wheatland Road

Duncanville, TX 75116

Dear Mr. Kees,

Thank you for considering Library Systems & Services (LS&S) to manage and enhance services at the Duncanville Public Library. LS&S is uniquely positioned to transform the Library into a vibrant, community-centered hub that reflects Duncanville's values and growth priorities. Our approach is rooted in community engagement, data-driven insights, and operational expertise, ensuring that Duncanville retains ownership and oversight while LS&S manages daily operations with innovation, efficiency, and excellence.

This following proposal details how LS&S will align library services with the City of Duncanville's goals and increase engagement, expand programming, and optimize resources to deliver a modern, accessible, and community-focused library experience.

We look forward to the opportunity to support Duncanville's vision for the Library and foster a partnership that reflects our commitment to exceptional service.

Respectfully,

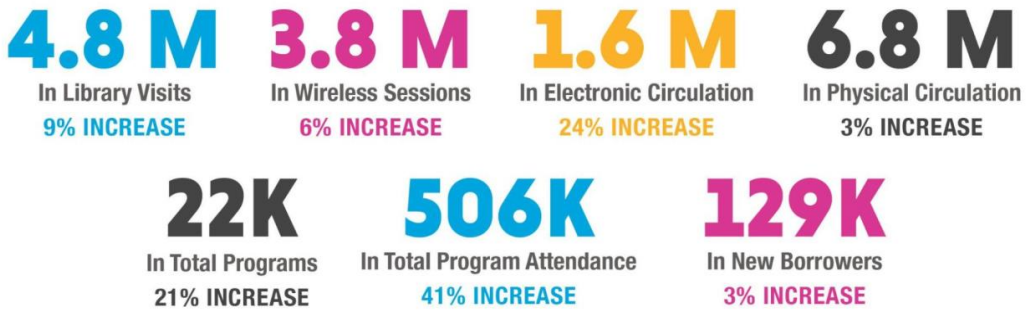
Mark Kunin | Vice President – Business Development

Library Systems & Services, LLC
Email: mark.kunin@lsslibraries.com
Phone: 314-374-8935

EXECUTIVE SUMMARY

For over four decades, LS&S has focused exclusively on public library operations, blending data-driven decision-making with innovative programming and operational efficiency to position libraries as vital community assets. **LS&S would be honored to partner with the City of Duncanville to transform the Duncanville Public Library into a modern community hub that meets the City's goals.**

For over four decades, LS&S has honed the library managed services model, offering value and services that no other organization – government or private – can boast. Millions of people across the United States visit LS&S partner libraries every year. Through a combination of service excellence, marketing, and community awareness, patron engagement was profound in 2023.



The City of Duncanville can anticipate a savings of $120,000 annually and $1.205 million over the term of the initial agreement, with the potential for reinvestment in community programs and services. The LS&S managed services contract includes a suite of advisory services at no additional cost, providing continuous support for long-term library growth.

LS&S provides managed library services that **enhance service quality, operational efficiency, and community engagement**. Through our partnership, the City of Duncanville can expect:

- **Predictable Budgeting & Cost Efficiency**: Controlled costs with operational savings reinvested in library services
- **Data-Driven Collections & Programming**: Resources and programs tailored to community needs
- **Advanced Technology Integration**: Implementation of comprehensive technology, including ILS upgrades, proprietary library analytics platform, and makerspaces to enhance staff productivity and patron engagement
- **Optimized Staffing Model**: Full support for recruiting, onboarding, training, and development of a team dedicated to serving the community with excellence

PARTNERSHIP BENEFITS OF LS&S MANAGED SERVICES

BUDGET STABILITY & COST SAVINGS

- **Controlled Costs**: Predictable and stable budgeting for long-term financial planning
- **Consortium-Level Discounts**: LS&S consortium purchasing power offers substantial savings on library resources, technology, and materials

COMMUNITY CONTROL & COLLABORATION

- **City Ownership**: Duncanville retains control over all library policies, collections, and assets, ensuring all services align with local values and community goals
- **Engagement Strategy**: LS&S uses best practices honed over decades of experience to gather community input via annual surveys, feedback mechanisms, and regular outreach to ensure library services align with evolving community needs

COMPREHENSIVE LIBRARY SERVICES FOR DUNCANVILLE PUBLIC LIBRARY

COMPLIANCE WITH CITY POLICIES

LS&S ensures that all library services adhere to the City of Duncanville's policies, including Collection Development, Library Card Use, and Rules of Conduct. Staff are trained on policy adherence, and the Library Director will hold regular meetings with City leaders to ensure services remain aligned with community standards and expectations.

COLLECTION MANAGEMENT SERVICES

LS&S's dedicated Collection Management Team, composed of collection experts with decades of experience, collaborate with local staff to optimize material selection, cataloging, and acquisitions, tailoring collections to the needs of the community. Using our proprietary analytics platform, LS&S will:

- Identify high-demand materials and preferred formats (e.g., eBooks, audiobooks, streaming resources)
- Manage acquisitions for diverse media to keep the collection relevant and accessible
- Implement data-driven weeding and rotation to keep materials fresh and engaging
- Identify resources that are not being used and reallocate budget to bolster areas of the collection that are in demand

PROGRAM DEVELOPMENT & EXECUTION

An in-depth review of library programs is conducted as part of the onboarding and strategic planning process. LS&S will continue to offer existing programs while exploring a dynamic range of programs tailored to community interests, including:

- **Early Literacy**: Storytimes and literacy programs that support foundational skills
- **STEAM/STREAM Activities**: Coding, robotics, and hands-on experiments for school-age children
- **Digital Literacy**: Training to improve essential digital skills to support patrons in an increasingly digital world
- **Career Development & Adult Learning**: Workshops for career readiness, technology, and personal development
- **English as a Second Language (ESL):** Programs to develop skills for new language learners
- **Homeschooling**: Workshops designed to discover the latest materials and methodologies to provide student support and offer opportunities for community building and collaboration between homeschooled students
- **Makerspace Activities:** Programming centered on the use of makerspaces for patrons that could include 3D printing, Cricut, Sewing, Podcasting, and much more

Programs are based on community feedback, data insights and best practices to ensure high engagement and relevance. All ideas for new programs will be considered as long as they conform to the standards of the community. LS&S maintains a catalog of successful programs that is shared among LS&S-managed libraries, facilitating the rapid implementation of new programs as appropriate.

LIBRARY DATA ANALYTICS PLATFORM

Driven by a desire to understand and improve performance and spend budgets efficiently, LS&S developed a proprietary library analytics platform. The Platform is the easiest way to see and understand library data across key areas of operation - in a single dashboard. It provides real-time insights to optimize collections and services to better meet patron needs, expand outreach to further engage current and new patrons, and strategically allocate budget and resources to the most impactful areas.

All LS&S partner libraries have access to the analytics platform at no additional charge. A value-add savings of $25,000 annually offers critical insights into library efficiency and engagement.

The Platform provides real-time data and comprehensive insight into collections, community, patrons, and metrics.

Collections: Comprehensive review of all collections, allocation of the materials budget, real-time analysis of circulation and collection performance, and peer library and benchmark comparisons

Demographics: Detailed information about library patron demographics with behaviors and preferences of 11 different demographic cohorts through detailed profiles

Metrics: Centralized place to enter, view, and edit key performance data, making it easier to track library engagement and quickly make decisions about library services

Action Plans: Key performance indicators, goal setting, and metrics tracking for measurable improvement

Transparency & Accountability: LS&S develops annual reports detailing operations, performance, and milestones for all managed libraries. Annual report data is used to inform decision-making, service improvements, and adjustments. Annual reports are provided to community leadership and made available to the public. LS&S also handles all reporting required by the state and IMLS.

LS&S BACK OFFICE SUPPORT SERVICES

Budget, Finance, & Reporting

The LS&S Finance & Accounting team, composed of dedicated, credentialed finance professionals, will work in tandem with the Library Director and other designated staff to craft and oversee the Duncanville Public Library operating budget. With routine updates and advanced reporting tools, the Finance team provides the Library Director with up-to-date insights into budget performance. The teams' expertise and tools ensure the Duncanville Public Library budget is managed with exceptional attention to detail and transparency. LS&S partners with City leadership and Library staff to pinpoint and propose budget allocations for the Library's capital improvements.

Grant Expertise & Management

At LS&S, we pride ourselves on our extensive grant expertise. Our dedicated team of library professionals, in collaboration with local staff, actively identify and pursue grant opportunities. Our robust intranet serves as a vital tool, enabling our leaders and staff to exchange information about grant opportunities and community needs that could benefit from alternative funding sources. LS&S's track record includes successful partnerships with diverse grantors, managing various grant types, and meeting unique requirements. Notably, when LS&S partners with new libraries, administration of existing grants is seamless. LS&S libraries have a remarkable history of securing grant funding. In California alone, LS&S libraries have received over $33 million in infrastructure grants in the last five years. In Red Oak, Texas, the Library received a grant from Google for $100,000 for a new makerspace and recently received a grant to fund four AWE learning stations for early childhood literacy. The Manske Library in Farmers Branch, Texas has been the recipient of a Texas Book Festival awards grant for collection enhancement.

The cornerstone of grant success lies in the precision and dependability of LS&S's grant management and reporting processes. The LS&S Accounting team and support staff possess deep expertise in grant reporting requirements, working in close partnership with Library

personnel to ensure all deliverables are reported accurately and on time. LS&S will ensure all grant renewals are completed and will expand funding opportunities for the City.

Information Technology Management

LS&S understands the City Of Duncanville's Information Services (IS) Department may continue to deliver services and maintain current technology software, equipment, and hardware to support library operations (i.e. router, firewall, computers, phone systems, security cameras, access control systems, servers, etc.). LS&S will partner with the City to ensure all Library equipment and software runs smoothly.

The City of Duncanville has the ability to leverage a team of IT professionals with deep library industry knowledge to craft scalable and easy-to-use IT solutions through LS&S. The combination of large-scale purchasing power and strategic IT planning transforms libraries into tech learning and access hubs. Data security and uninterrupted patron service are foundations of LS&S IT services and are always assured with redundancy, regular backups, and offline capabilities in the event of connectivity issues.

Management of Software, Service Agreements, & Online Services

Integrated Library System (ILS): Management of all facets of the ILS, including implementation, support, updates, and upgrades

Catalogs & Databases: Maintenance of online catalogs and databases, ensuring accuracy, usability, and positive patron experience

eMaterial Online Platforms: Partnership and consortium discounts with Hoopla, Palace Project, Kanopy, and Libby among others

LS&S also has expertise in the following IT services:

Technology & Security Management

- Technology strategic planning, including review and measurement of current library technology and roadmap
- Optimizing existing cybersecurity infrastructure with data protection at the forefront
- Proactive technology monitoring plan and "end of life" replacement cycle
- Helpdesk and 24/7 support to promptly resolve technology issues via efficient ticketing platform
- Reliable and easy-to-use automated material handling (AMH) solutions to expedite re-shelving materials and reduce staff burden

Expertise to assist in planning and implementation of State-of-the-Art Technology

- Vendor partnerships for makerspaces, coding environments, virtual and alternate reality, and other emerging technology implementation

- Software and Service Agreement Management
- Management of all software, service agreements, and online services

Marketing & Promotion

Developing and executing a Marketing Plan is standard protocol for LS&S libraries. Local library staff leverage the experience and expertise of the professional Marketing staff with decades of experience to align outreach and initiatives with the goals of the Library and City. LS&S has significant experience with library website development and maintenance, marketing automation platforms for newsletter and email promotion and social media platforms and best practices. LS&S always works in tight collaboration with respective City departments as it relates to messaging and communication approvals. At the City's request, LS&S will provide the resources necessary to assess, improve, and/or develop a new website for the Library in coordination with the City and other Library stakeholder groups.

Human Resources

LS&S HR professionals are leaders in library human resources with decades of experience solely focused on ensuring all HR functions operate smoothly.

The LS&S Human Resources Team works with the Library Director to attract and retain local employees by combining library industry networks with recruiting best practices and tools to identify and connect with qualified candidates. LS&S provides initial training and ongoing professional development and gives regular feedback and performance evaluations to promote continuous improvement.

LS&S employs highly qualified Library Directors with proven expertise in library science, management, and community outreach. In the event of a vacancy, LS&S will provide an Interim Director and conduct a national search for a permanent replacement at no additional cost to the City of Duncanville.

To maintain a fair, equitable, and legally compliant work environment, LS&S HR strategy includes the following components:

Recruitment and Hiring: Conduct recruitment and hiring processes in accordance with all applicable labor laws. Ensure equitable hiring practices in compliance with Texas state law. Utilize fair and transparent methods to evaluate and select qualified candidates

Training and Development: Provide comprehensive training programs to equip new hires with the necessary skills and knowledge. Offer ongoing professional development opportunities through the LS&S Leadership Academy, to all employees. Ensure that training programs comply with industry standards and legal requirements

Supervision: Implement effective supervision practices to support employee performance and development. Ensure supervisors are trained to manage teams in

accordance with company policies and labor laws. Provide regular feedback and performance evaluations to promote continuous improvement

Retention strategies involve providing compelling positions, positive work environments, competitive compensation and benefits, opportunities for career development and advancement, as well as fostering a culture of recognition and appreciation. Addressing the individual needs and aspirations of employees reduces turnover and results in a stable and experienced workforce, ensuring long-term success. LS&S's current vacancy rate in 2024 is under 3%

BENEFITS

Employees are LS&S's greatest asset, which is why benefits packages are designed to be comprehensive and support the well-being of employees and their families every step of the way. LS&S offers a robust selection of benefits focused not only on physical wellbeing, but mental health and financial security as well.

- **Health and Wellness Benefits:** Choice in Medical Insurance from top providers with pre-tax premium contributions
- **Health Reimbursement Account:** LS&S employees do not spend out of pocket to cover deductible costs
- **Dental Insurance Options:** Employees choose coverage that best fits their needs, with pre-tax premium contributions
- **Vision Insurance:** Options with affordable pre-tax premiums
- **Employee Assistance Program (EAP):** Access to support for both personal and work-related challenges
- **Flexible Spending Accounts (FSA):** Manage out-of-pocket medical and dependent-care expenses effectively
- **Long-Term Disability Insurance:** Fully funded by LS&S for employee peace of mind
- **Life and AD&D Insurance:** Receive coverage equal to annual wages at no cost. Additional employee and family coverage available at cost
- **Legal Services Insurance:** Optional supplemental legal advice
- **Critical Illness Insurance:** Comprehensive coverage with free children's coverage
- **Norton LifeLock:** Identity safeguarding for the digital age
- **401(k) Plan:** Automatic enrollment with an LS&S match after one year of service
- Tuition Reimbursement to advance education
- Loan Forgiveness for library science graduates working full-time

LS&S is proud to offer a strong level of care and support for our employees with extremely competitive benefits packages. LS&S employees have not seen **any** increase to employee contributions for health insurance premiums in **eight years**. Ensuring that employees have access to strong benefits at a reasonable cost has always been fundamental to LS&S.

Library Stakeholder & Partner Relations

All LS&S-operated libraries foster successful relationships with key stakeholders, including non-profit and community organizations, to best serve community members. Consistent, positive, and productive relationships with non-profit and community organizations are crucial for Duncanville Public Library's continued success and community impact.

To achieve this, LS&S will prioritize open and regular communication with Duncanville Public Library's partners, including scheduling routine meetings, providing updates on library programs and initiatives, and actively seeking feedback. By establishing clear channels of communication, LS&S will ensure that all parties are informed, engaged, and aligned with shared goals.

Additionally, transparency in planning and decision-making helps build trust and fosters a sense of mutual investment in Duncanville Public Library's mission. Collaborating on events, workshops, and community outreach efforts will further solidify these relationships, allowing Duncanville Public Library and its partners to pool resources, expertise, and networks to better serve the community.

LS&S will make sure to recognize and appreciate the contributions made by non-profit and community organizations. Creating opportunities for partners to showcase their work within the library space will also enhance visibility and appreciation. By investing in these relationships, Duncanville Public Library will not only enhance its own services and outreach, but will also continue to contribute to a vibrant Duncanville.

LS&S deeply appreciates the time and effort of Friends organizations and volunteers. It is of the highest priority for LS&S to establish strong relationships with Duncanville Public Library's Friends, Volunteers, and other stakeholder organizations from the time of contract execution. A key element of the transition plan will be the identification of existing groups and scheduling time to meet with them. This effort is intended to both introduce LS&S staff who will be working directly with the Library and answer any questions that these influential groups and individuals might have, but also to give them the opportunity to share their concerns, ideas, aspirations, and expectations. Demonstrating that we are a partner, providing assurance that we are here to listen, understand, and serve is essential in establishing trust and ensuring transparency.

OPTIMIZED HOURS OF OPERATION

LS&S will operate the Duncanville Public Library according to the current published schedule, regularly assessing patron needs and usage data to ensure accessibility. Hours will be adjusted based on insights gathered through community feedback and data and in agreement with City leaders.

ADVISORY & CONSULTATIVE SERVICES

As part of LS&S managed services contracts, LS&S will provide ongoing Advisory and Consultative Services to the City of Duncanville. These services are provided at no additional charge to the City.

COMMUNITY NEEDS ASSESSMENT

- Comprehensive analysis of library data using the LibraryIQ Platform
- Library metrics compared to state and national averages, as well as peer libraries
- Detailed consumer segmentation by household
- Onsite visits from our in-house consulting team, including focus groups, interviews, and facility evaluation
- Analysis of community growth projections and economic and educational climates
- Analysis of funding streams and capital improvement plans and possibilities
- Recommendation of high-impact services and facilities tailored to local needs

STRATEGIC PLANNING

- Comprehensive analysis of library data using the LibraryIQ Platform
- Robust consumer segmentation, along with service recommendations to engage nonusers. Dedicated website hosts public engagement survey and other tools
- Onsite visits from our in-house consulting team including focus groups, interviews, and facility evaluation
- Robust staff engagement, including workshops
- Draft plan created in collaboration with all stakeholders
- Final plan with measurable goals and objectives, timelines, funding, and partners

FACILITY PLANNING

- Community demographics, trends, and projections analysis
- Public input hosted on a dedicated project website
- Current library services, programs, and usage evaluation
- Condition, capacity, and functionality of existing library buildings. Space requirements' calculation for collections, study areas, meeting rooms, technology, storage, etc.
- Site selection and evaluation
- Conceptual design and layout development, including feedback from library leaders
- Cost estimation and funding

INFORMATION TECHNOLOGY ASSESSMENT & PLANNING

- Current technology assessment and performance evaluation
- Technology solutions research and benchmarking, including cost-benefit analysis
- Realistic short-term and long-term technology goals development with specific actions to achieve goals
- Budget and funding analysis, including exploration of funding sources and metrics to measure plan success

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TRANSITION TO MANAGED SERVICES

Ensuring a smooth transition without service disruption is paramount to LS&S and is accomplished by focusing on communication, support, and comprehensive training:

- **Employment of Existing Staff :** LS&S is dedicated to maintaining the stability and satisfaction of all Duncanville staff members. Employment offers are guaranteed to all current full-time and part-time employees, honoring existing salary, pay scale, and vesting levels associated with accrued paid time off.
- **Training & Onboarding**: LS&S will train staff in LS&S standards, customer service best practices, and compliance with library-specific policies
- **Clear Communication**: LS&S will provide a timeline, expectations, and regular updates to stakeholders throughout the transition
- **Project Management Support**: A dedicated transition team ensures that all phases align with the City's objectives and adhere to the agreed-upon timeline

LS&S has decades of experience efficiently transitioning new LS&S partner libraries without disruption to normal operating hours.

Date	Actions
Day 1	Communicate with public on transition plan and ongoing services
Day 1 - 15	Coordinate staffing plan with City
Day 5 - 20	Onboard current staff, providing extensive training to include: Patron Privacy, Service Animals, Safety/Security, Malicious Emails, Incident Reporting, Marketing
Day 5 -10	Ensure materials are received and processed. Confirm ongoing material acquisition
Day 10 - 20	Review policies and procedures to ensure alignment with City
Day 10 - 25	Coordinate technology services with City (website, ILS, eVendors)
Day 15 - 25	Facility and contract review
Day 15 - 35	Post, recruit, and hire additional qualified staff as necessary
Day 35	Establish connection with Community Services and Library Commission
Day 35 - 45	Onboard new staff, providing extensive training on variety of library services
Day 45	Meet and establish connection with Library support groups

Transition Period: The transition period is expected to take 45-60 days.

CLIENT TESTIMONIALS

City of Huntsville, TX
"The partnership with LS&S has been a positive experience for our City. Their high standards of customer service and community engagement match our organizational core values. Moreover, their vision has enhanced our Library with more programs, updated layout, and industry best practices."
– Mayor Brauninger, City of Huntsville, TX

City of Wilmer, TX
"LS&S's economies of scale and ability to affordably provide excellent operational and public access technology are unmatched. These benefits turn into real savings for local governments, and allow Library staff to focus on core services."
– Rona Stringfellow, City Administrator, Wilmer, TX

City of Red Oak, TX
"Our partnership with LS&S has allowed us to provide quality Library services and programming to the community while maximizing City resources."
– Jonathan Phillips, Assistant City Manager, City of Red Oak, TX

Farmers Branch, TX
"To me, it makes sense to outsource library operations to a private company like LS&S because this is their business. When it's obvious that the Library runs better with a private company, then it would be illogical to do anything other than that."
– Jennifer Hudson Allen, Library Board Member, Farmers Branch Manske Library, Farmers Branch, TX

COST SUMMARY

LS&S proposes a fixed annual cost of $1,030,316, and is inclusive of the managed services outlined in this proposal (staff employment and management, technology management, human resources, marketing, collection management, and advisory/consultative services) for the daily operation of the Duncanville Public Library. This cost structure represents a 10% savings from the current operational budget, with projected annual savings of $120,000 annually for the City of Duncanville.

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Total
Personnel	$ 945,972	$ 974,351	$ 1,003,582	$ 1,033,689	$ 1,064,700	$ 1,096,641	$ 1,129,540	$ 1,163,426	$ 1,198,329	$ 1,234,279	$ 10,844,509
ODC	$ 89,461	$ 92,145	$ 94,909	$ 97,756	$ 100,689	$ 103,710	$ 106,821	$ 110,026	$ 113,327	$ 116,726	$ 1,025,570
Materials	$ 100,000	$ 103,000	$ 106,090	$ 109,273	$ 112,551	$ 115,927	$ 119,405	$ 122,987	$ 126,677	$ 130,477	$ 1,146,388
Current Cost	$ 1,135,433	$ 1,169,496	$ 1,204,581	$ 1,240,718	$ 1,277,940	$ 1,316,278	$ 1,355,766	$ 1,396,439	$ 1,438,333	$ 1,481,483	$ 13,016,467
Library Managem	$ 930,316	$ 958,225	$ 986,972	$ 1,016,581	$ 1,047,078	$ 1,078,491	$ 1,110,845	$ 1,144,171	$ 1,178,496	$ 1,213,851	$ 10,665,025
Materials	$ 100,000	$ 103,000	$ 106,090	$ 109,273	$ 112,551	$ 115,927	$ 119,405	$ 122,987	$ 126,677	$ 130,477	$ 1,146,388
New Cost	$ 1,030,316	$ 1,061,225	$ 1,093,062	$ 1,125,854	$ 1,159,629	$ 1,194,418	$ 1,230,251	$ 1,267,158	$ 1,305,173	$ 1,344,328	$ 11,811,413
Savings	$ 105,117	$ 108,271	$ 111,519	$ 114,865	$ 118,311	$ 121,860	$ 125,516	$ 129,281	$ 133,160	$ 137,154	$ 1,205,054
% Savings*	10.2%	10.2%	10.2%	10.2%	10.2%	10.2%	10.2%	10.2%	10.2%	10.2%	10.2%

This proposal details how LS&S will bring operational excellence, data-driven insights, and community-centered programming to the Duncanville Public Library, establishing it as a modern, accessible, and engaging space that serves Duncanville's evolving needs.

LIBRARY OPERATIONS TEAM

Sue Considine, MLIS, Vice President of Library Operations
25+ years of library leadership, developing and growing public libraries through the identification and development of innovations that have improved the lives of communities around the world. 2013 White House Champion of Change Award recipient.

Heidi Dolamore, MLIS, Vice President of Library Operations
20+ years of experience building library operations strategy. Enhances library service through strategic development of people and processes. Assists libraries and associations across the country with successful vision and execution.

Sara Roberts, MLIS, Director of LibraryIQ
15+ years of experience enhancing library operations. Former leader at Jacksonville, FL public libraries with a strong focus on using data analysis to achieve efficient and enhanced services.

Amy Johnson, MLIS, Director of Collection Management
15+ years of experience driving workflow efficiency for libraries. Amy has been improving cataloging and collection development for libraries for decades with passion for library user experience.

Shawn Townsend, MLIS, Assistant Director of Collection Management
15+ years of experience perfecting collections. Experience in all areas of library collection with a focus on understanding specific local collection needs.

Diane Drake, MLS, Collection Support Manager
25+ years of experience acquiring and cataloging library materials. Acquisitions and cataloging expert with technical services acumen and vendor knowledge and relationships.

Carrie Gehrer, IT Manager & ILS Expert
20+ years managing all aspects of ILS operation. A true expert with ILS vendor relationships and the ability and knowledge to avert problems and quickly resolve ILS issues.

Debbie Joy, MLS, Director, Advisory & Consulting Services
16+ years of experience marketing, planning, and developing libraries. Experienced in library operations, funding, strategic, and marketing planning.

LIBRARY OPERATIONS SUPPORT TEAM

Todd Frager, Chief Executive Officer
8+ years as a library leader
17+ years in education technology 25+ years leading organizations

Cullen Donohoe, Chief Financial Officer
8+ years as a library leader
14+ years in finance

Katie Richman, Vice President of Finance
7+ years as a library leader
15+ years in accounting

Maureen DeLong, Chief Marketing Officer
7+ years as a library leader
25+ years in marketing

Joe McAvoy, SVP Sales
5+ years as a library leader
25+ years in managed services, staffing and software

Gary Smith, Chief Information Officer
6+ years as a library leader
36+ years in information technology

Lisa Markham, Vice President of Human Resources
2+ years as a library leader
5+ years in education and library HR 23+ years in human resources

STAFF REPORT

MEETING: City Council - 03 Dec 2024

TITLE:
Matrix Consulting Group Presentation on Police and Fire Staffing Analysis.

Vision Statement:

"Duncanville, a City of Champions, is a safe, vibrant, diverse community committed to excellence in education, business, and good governance."

Pillar:

- **Emphasize: Government Accountability, Customer Service, Efficiency and Process Improvement**
  - **Develop a high performing organization that encourages innovation, transparency, and collaboration while delivering exceptional customer service.**

STAFF RESPONSIBLE:
Matthew Stogner – Chief of Police
Chris Connealy – Fire Chief

BACKGROUND/HISTORY:
On April 16, 2024, the City Council approved an agreement with the Matrix Consulting Group to conduct a public safety operational analysis for Police and Fire. The Matrix Consulting Group will provide the City Council with the staffing analysis for both the Police and Fire Departments.

POLICY EXPLANATION:
n/a

FUNDING SOURCE:

ORG and Object Number
n/a

Available Budget	Purchase Amount	After Encumber
$0.00	$0.00	$0.00

ACTION ALTERNATIVES:
n/a

ATTACHMENTS:

Duncanville Fire Staffing Report
Duncanville Police Staffing Report

Draft Results of the Fire Department Strategic Planning Study

DUNCANVILLE, TEXAS

matrix consulting group

Duncanville, Texas

AGENDA

Draft Results of the Fire Department Strategic Planning Study

1. Introduction
2. Findings and Recommendations
3. Next Steps

matrix consulting group

Matrix Consulting Group

- The firm is in its 22nd year of providing consulting services.
- The project team has conducted over 400 fire and EMS studies across the country, including many in Texas.
- Our approach is fact-based, emphasizing:
  - Input from staff through interviews and an employee survey.
  - Extensive use of data analytics.
  - Interaction throughout the process.

matrix consulting group

Study Objectives and Methodologies

1. Analyze workloads and service levels to determine staffing needs in every area of the department.
2. Evaluate opportunities to improve the efficiency and effectiveness of fire and EMS services.
3. Compare fire and EMS services in Duncanville to best practices and recognized industry standards.
4. Work collaboratively with the DFD throughout the process.

matrix consulting group

Methodology: Fire and EMS Operations

- There are several components to evaluate fire and EMS Operations performance
  - Call Processing Time (9-1-1 call to Dispatch of DFD)
  - Turnout Time (Notification of DFD to time unit is responding)
  - Travel Time (Time from initial response to arrival at emergency)
  - Effective Response Force (Time to assemble enough personnel to effectively mitigate the emergency)
  - System Reliability (What is the utilization rate of emergency apparatus and how often are they responding outside their first-due area).

matrix consulting group

Key Findings: **Operations 1**

System Performance

- Call processing times are longer than industry best practices (1:42 @ 90%)
- Turnout times are longer than industry best practices and can be improved (2:14 EMS, 2:04 Fire @ 90%).
- Travel times should be improved (6:34 @ 90%).
- Unit utilization rates for ambulances are high
  - MICU 272 – 30.9%
  - MICU 271 – 26.7%
  - Q 272 – 18.5%
  - E 271 – 18.5%

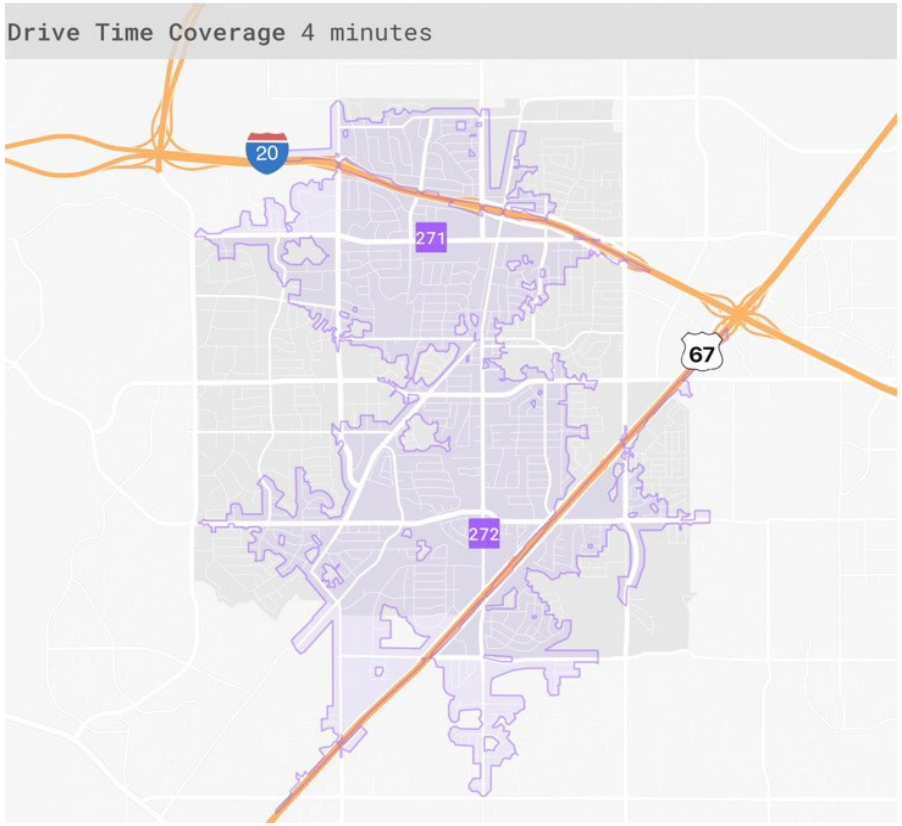
matrix consulting group

Key Findings: Operations 2

Current travel times are 6:34 for all stations at 90% performance over the past 3 years.

Travel times have been between 6:28 and 6:45 over the past 3 years.

Call-concurrence is an issue with 53% of the time DFD responding to 2 to 3 calls at the same time.

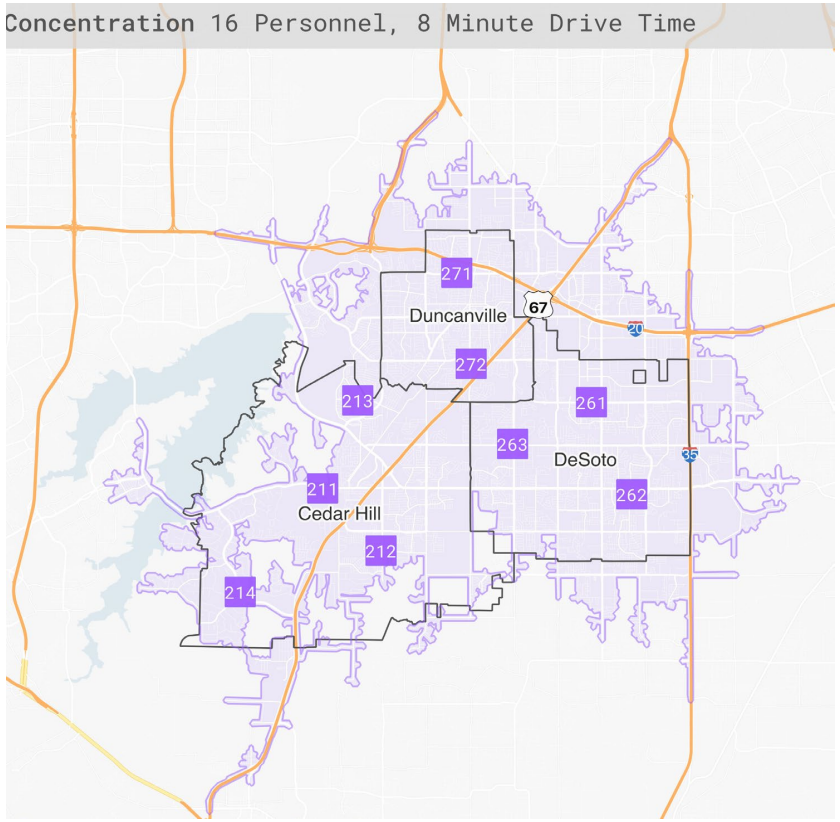


matrix consulting group

Key Findings: Operations 3

The City is part of a strong regional response plan.

Neighboring communities assist in the ability to develop an effective response force on critical incidents.



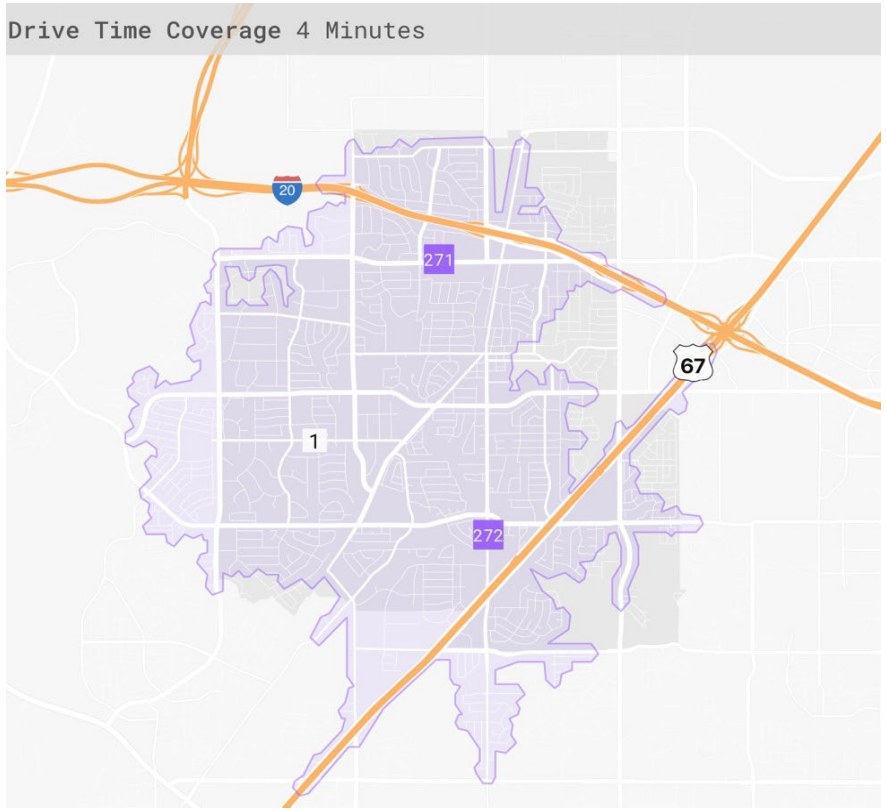
matrix consulting group

Recommendations: Operations Bureau

Formally adopt local performance objectives for the Fire Department

Add a peak time ambulance to reduce system strain during peak call demand hours.

Begin planning for a 3rd fire station in the area of Clark Road and Big Stone Gap Road.



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Key Findings: Administration, Prevention, and Training 1

- Administration Division
  - The current administrative structure of the Fire Department is appropriate.
  - The current organizational structure is appropriate.
- Fire Prevention Division
  - There are improvement opportunities for more effective community risk reduction efforts.
  - There are improvement opportunities for more effective public education efforts.

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Key Findings: Administration, Fire Prevention, and Training 2

- Training
  - Current training programs are serving the Department well.
  - The Department places a high value on health and wellness.
  - Training facilities need improvement for practical (hands-on) training evolutions.

matrix consulting group

Next Steps

- **Current Staffing Report –** Continue to review and finalize this assessment of current need.

- **Projected Staffing –** Continue to work with planning staff in the City to understand anticipated development and impacts on fire and EMS staffing and deployment needs over the next 10 years.

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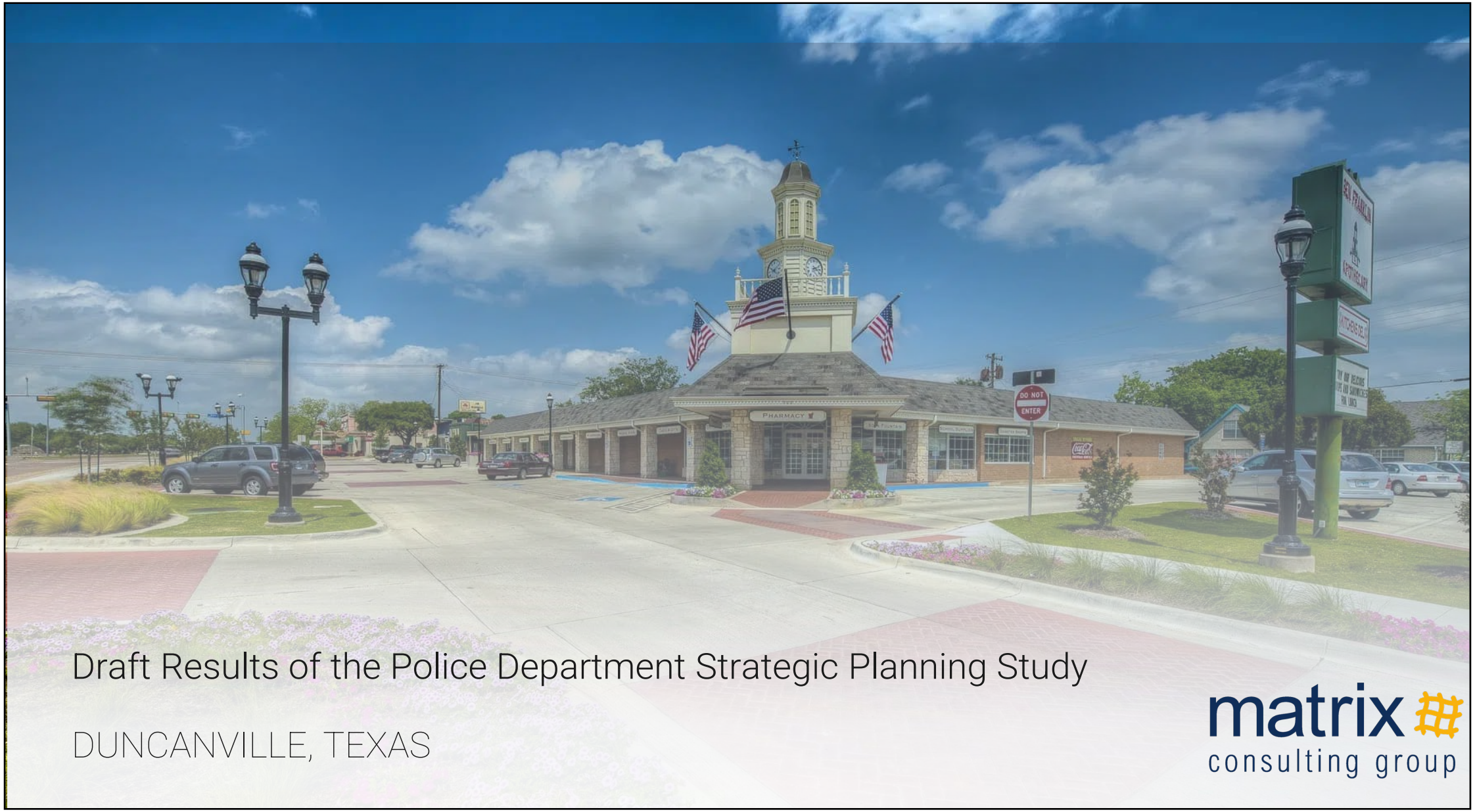


Draft Results of the Police Department Strategic Planning Study

DUNCANVILLE, TEXAS

matrix consulting group

Duncanville, Texas

AGENDA

Results of the Police Department Strategic Planning Study

1. Introduction
2. Findings and Recommendations
3. Next Steps

matrix consulting group

Matrix Consulting Group

- The firm is in its 22nd year of providing consulting services.
- The project team has conducted over 400 police studies across the country, including many in Texas.
- Our approach is fact-based, emphasizing:
  - Input from staff through interviews and an employee survey.
  - Extensive use of data analytics.
  - Interaction throughout the process.

matrix consulting group

Study Objectives and Methodologies

1. Analyze workloads and service levels to determine staffing needs in every area of the department.
2. Evaluate opportunities to improve the efficiency and effectiveness of police services.
3. Compare law enforcement services in Duncanville to best practices.
4. Work collaboratively with the DPD throughout the process.

matrix consulting group

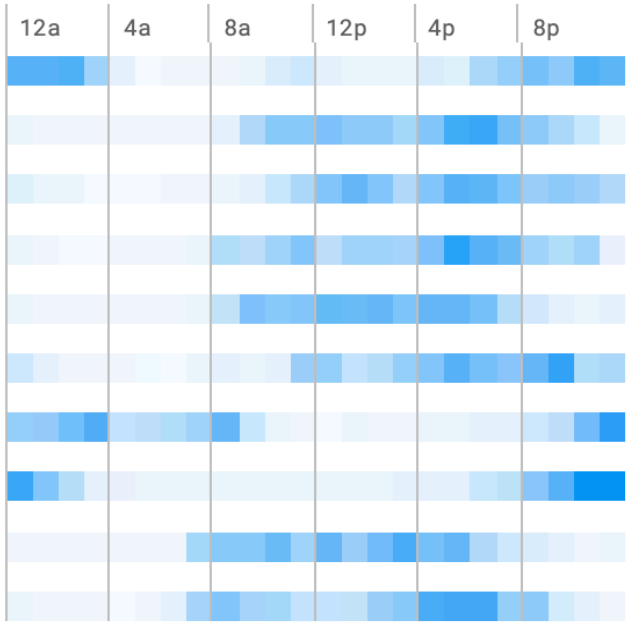
Key Findings: Operations Bureau 1

DPD has a typical suburban community's calls for service pattern in terms of frequency, distribution, and call type.

These Top 10 call types represent almost one-half of all service requests.

Most Common Call for Service Categories

Incident Type	# CFS	HT
SUSACT	2,201	26.5
MEET	1,975	21.0
DISVER	1,686	27.9
WELFAR	1,417	29.2
FOLLOW	1,165	22.5
DISMAJ	952	61.7
ALMBUS	898	12.9
DISMIN	686	14.7
ALMRES	603	12.8
THAZ	515	20.8
All Other Types	8,858	31.0
Total	20,956	28.0



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Key Findings: Operations Bureau 2

- Response time to calls for service is extraordinary – even for lower-priority calls:

Call for Service Response Time by Priority Level

Priority Level	# CFS	% of CFS	Median RT	RT Distribution
				20 40 60
0	856	4%	6.0	
1	1,739	8%	6.0	
2	8,620	41%	7.0	
3	2,004	10%	12.0	
4	3,000	14%	14.0	

matrix consulting group

Methodology: Patrol

- Proactive time is the central metric used to evaluate the capacity of patrol staffing.
  - It is calculated as the percentage of on-duty staffing hours that are *not* spent responding to calls for service.
  - Adequate proactive time facilitates more engagement with the community.
  - At an overall level, proactive time should be at least **45%** of total time in the field.

matrix consulting group

Key Findings: Operations Bureau 3

Overall proactivity is somewhat below the targeted level.

However, proactive time during the evening hours is significantly below the levels needed for patrol to be effective.

Proactivity by Hour and Weekday

	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Overall
2am–6am	41%	58%	61%	65%	71%	66%	59%	**60%**
6am–10am	59%	52%	49%	57%	69%	73%	74%	**62%**
10am–2pm	32%	33%	23%	39%	55%	53%	56%	**42%**
2pm–6pm	28%	19%	17%	31%	40%	31%	45%	**30%**
6pm–10pm	3%	10%	5%	15%	22%	16%	5%	**11%**
10pm–2am	23%	40%	42%	51%	50%	34%	20%	**37%**
Overall	32%	36%	33%	43%	51%	46%	44%	**40%**

matrix consulting group

Key Findings: Operations Bureau 4

Proactive time is used by patrol officers to address problems in communities.

Unusually, officers generate more activities than the community requests service.

Even during hours when proactive time is less, proactive activities are high.

Self-Initiated Activity by Hour and Weekday

Hour	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Total
12 AM	230	639	751	393	145	137	150	2,445
1 AM	190	533	700	511	133	174	131	2,372
2 AM	268	724	830	673	132	124	59	2,810
3 AM	237	569	538	493	95	78	51	2,061
4 AM	202	346	259	327	33	25	15	1,207
5 AM	103	182	128	106	62	51	28	660
6 AM	174	215	193	160	233	169	49	1,193
7 AM	191	214	193	237	152	134	60	1,181
8 AM	187	169	152	164	132	136	78	1,018
9 AM	130	183	120	104	120	144	80	881
10 AM	110	196	141	147	153	170	62	979
11 AM	122	129	111	100	101	87	76	726
12 PM	116	108	70	84	99	74	57	608
1 PM	119	108	69	96	84	50	77	603
2 PM	91	149	90	92	82	64	34	602
3 PM	104	87	77	66	64	55	52	505
4 PM	45	78	67	27	16	21	14	268
5 PM	120	68	66	37	49	31	78	449
6 PM	426	281	238	92	86	101	232	1,456
7 PM	613	474	312	190	183	171	358	2,301
8 PM	455	493	333	194	184	215	324	2,198
9 PM	413	413	390	180	137	134	315	1,982
10 PM	459	412	518	181	131	114	288	2,103
11 PM	556	705	564	161	133	117	278	2,514
Total	5,661	7,475	6,910	4,815	2,739	2,576	2,946	33,122

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Recommendations: Operations Bureau

Adding two (2) officers to patrol and deployed during evening hours would address the identified deficiency.

The existing 12-hour shift structure is effective for Duncanville.

First-line supervision is an issue in Duncanville with spans of control much wider than recommended levels – **adding two (2) sergeants** would address this.

Proactivity by Hour and Weekday

	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Overall
2am–6am	64%	74%	76%	78%	82%	79%	75%	**76%**
6am–10am	67%	61%	58%	65%	75%	78%	78%	**69%**
10am–2pm	44%	46%	38%	51%	63%	62%	64%	**53%**
2pm–6pm	41%	34%	33%	44%	51%	44%	56%	**43%**
6pm–10pm	41%	45%	42%	48%	52%	49%	42%	**45%**
10pm–2am	53%	63%	65%	70%	69%	59%	51%	**62%**
Overall	52%	54%	52%	60%	66%	62%	61%	**50%**

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Key Findings: Other Operations **Bureau Functions**

- K-9 Unit – A field support function in the process of being implemented.
- Traffic Unit
  - The Traffic Unit is deployed during day shifts to provide a variety of responses (e.g., accidents) and proactive roles (e.g., safety and enforcement).
  - The unit needs one (1) additional staff position to have equal capabilities across both shifts.

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Key Findings: Support Bureau

- Training and Personnel Division
  - Take steps to improve staff recruitment efforts in terms of outreach and expediting the process
  - Ensure that the applicant pool is diverse and reflective of the City
  - **Adding a 2nd officer** for backgrounds and training will facilitate the process
- CARE program
  - Duncanville participates in a regional program to support behavioral risk calls
  - Their call and program support workloads should be better tracked

matrix consulting group

Criminal Investigations Division (SSB)

- CID Detectives
  - A workload-based methodology was developed reflecting Duncanville's unique caseloads
  - The incidence of 'major crimes' has not risen in recent years
  - However, our analysis identified some need in property crimes – **increase these detectives by two (2) positions.**
  - **An additional supervisor** is needed for more effective case management
- **Narcotics Unit** – This municipal and region-wide unit represents an effective approach

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Other Department Functions

- Property and Evidence
  - To effectively handle all tasks (e.g., incoming evidence, purging, crime scene processing, record-keeping, etc.) and address OT issue, **in need of another staff position.**
- Records
  - Records workloads have increased dramatically in recent years, even with more digital assets.
  - **Adding one (1) records technician** will address backlogs in records management and public records requests.

matrix consulting group

Next Steps

- Current Staffing Report
  - Continue to review and finalize this assessment of current need(s).
- Projected Staffing
  - Continue to work with planning staff in the City to understand anticipated development and impacts on Police Department staffing over the next 10 years.

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Questions and Discussion

matrix consulting group

Duncanville
City of Champions

STAFF REPORT

MEETING: City Council - 03 Dec 2024

TITLE:
Council to receive a briefing on Pyburn Park Speeding Analysis.

Vision Statement:

"Duncanville, a City of Champions, is a safe, vibrant, diverse community committed to excellence in education, business, and good governance."

Pillar:

- **Emphasize: Government Accountability, Customer Service, Efficiency and Process Improvement**
  - **Develop a high performing organization that encourages innovation, transparency, and collaboration while delivering exceptional customer service.**

STAFF RESPONSIBLE:
Matthew Stogner – Chief of Police

BACKGROUND/HISTORY:
Provide the City Council with a speeding analysis for roadways around Pyburn Park. The presentation will include data from our traffic monitoring devices, which analyze all vehicles that pass through the installed area.

POLICY EXPLANATION:
These devices provide measurable data to the Police Chief so that resources are placed in areas with high speeding rates.

FUNDING SOURCE:

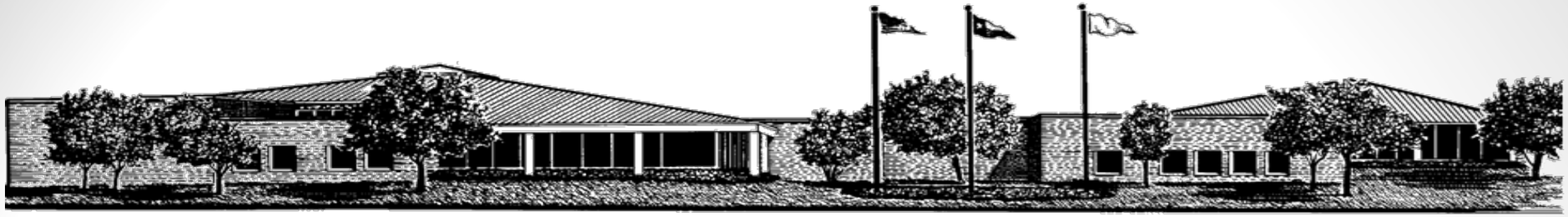
ORG and Object Number
N/A

Available Budget	Purchase Amount	After Encumber
$0.00	$0.00	$0.00

ACTION ALTERNATIVES:
N/A

ATTACHMENTS:

Pyburn Park Speeding Analysis



City of Duncanville

PYBURN PARK SPEEDING ANALYSIS

DECEMBER 3, 2024

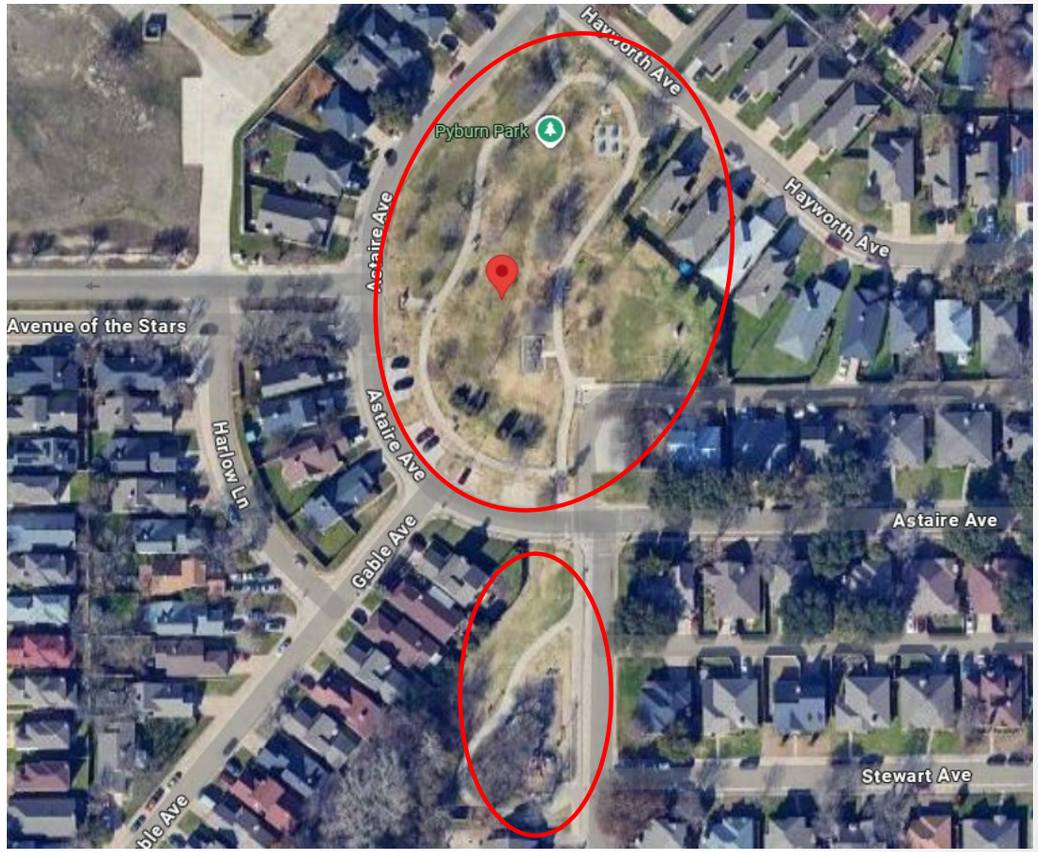
MATTHEW STOGNER, CHIEF OF POLICE

We are building a vibrant, inclusive community, driven by a commitment to democratic principles and service above self

Pyburn Park

Pyburn Park is located at 915 Astaire Avenue and encompasses 4.4 acres, 7 picnic tables, 1 playground (located on Hepburn Lane), and trails for pedestrian traffic only.

The speed limit on Astaire Avenue and Hepburn Lane is 30 mph.



City of Duncanville

Current Speed Limit Signs

25 – 15 MPH speed limit signs (pink)
9 – 30 MPH speed limit signs (blue)
3 – 40 MPH speed limit signs (orange)

Texas Traffic Code 545.352
Prima Facie Speed Limits

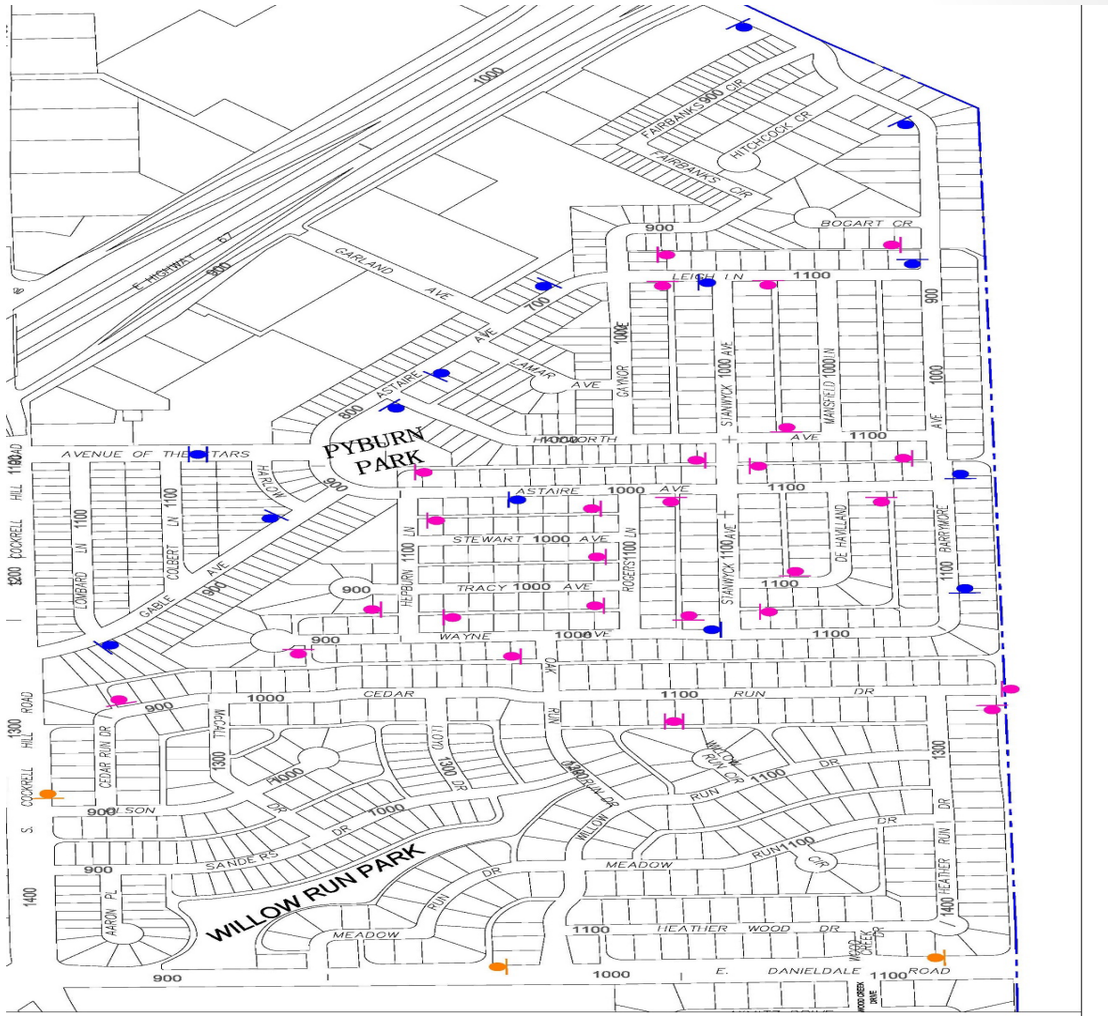
- 30 MPH in an urban district on a street
- 15 MPH in an alleyway

City Ordinance
Sec 19-87

- A speed of 30 miles per hour along the streets and highways within the corporate limits of the city shall be lawful.

Sec 19-88
Speed limit on alleys

- The maximum speed limit on any alley within the limits of the city shall be 15 miles per hour.



Speed Limit Signs in Hollywood Park Area

City of Duncanville

3

Agenda Item #3.D.

Speed Analysis

SPEED DATA ANALYSIS

Location

1000 Hayworth Avenue
800 Avenue of the Stars
Latitude: 0.000000
Longitude: 0.000000

Analysis Time Period

Start	End
10/6/2024 10:50 AM	10/14/2024 11:05 AM

Vehicles Analyzed

3,764

Speed Limit

30

Total Enforceable Violations

0

Average Speed

20

% Enforceable Violations

0%

Fastest Speed

36

Enforcement Rating

LOW

Slowest Speed

7

City of Duncanville

4

Thank you

Any questions?

STAFF REPORT

MEETING: City Council - 03 Dec 2024

TITLE:
City Council shall convene into closed executive session pursuant to Section 551.074, of the Texas Government Code, Personnel, to deliberate the duties of the City Manager under the Home Rule Charter pursuant to Section 551.071 of the Texas Government Code; and to seek legal advice from the City Attorney on the same topic.

Vision Statement:

"Duncanville, a City of Champions, is a safe, vibrant, diverse community committed to excellence in education, business, and good governance."

STAFF RESPONSIBLE:
Douglas Finch, City Manager

BACKGROUND/HISTORY:
City Council shall convene into closed executive session pursuant to Section 551.074, of the Texas Government Code, Personnel, to deliberate the duties of the City Manager under the Home Rule Charter pursuant to Section 551.071 of the Texas Government Code; and to seek legal advice from the City Attorney on the same topic.

POLICY EXPLANATION:
City Council shall convene into closed executive session pursuant to Section 551.074, of the Texas Government Code, Personnel, to deliberate the duties of the City Manager under the Home Rule Charter pursuant to Section 551.071 of the Texas Government Code; and to seek legal advice from the City Attorney on the same topic.

FUNDING SOURCE:

ORG and Object Number
N/A

Available Budget	**Purchase Amount**	**After Encumber**
$0.00	$0.00	$0.00

ACTION ALTERNATIVES:
1. Other actions as directed by Council.

STAFF REPORT

MEETING: City Council - 03 Dec 2024

TITLE:
City Council shall convene in Executive Session pursuant to Section 551.072 of the Texas Government Code, to deliberate the sale, exchange, lease, purchase, or value of certain real property located east of Clark Rd., south of Ranchero Ln., west of US Highway 67, and north of Wintergreen Rd., and pursuant to Section 551.071 of the Texas Government Code, to seek legal advice from the City Attorney regarding the same.

Vision Statement:

"Duncanville, a City of Champions, is a safe, vibrant, diverse community committed to excellence in education, business, and good governance."

Pillar:

- **Re-Imagine: High Quality of Life**
  - **Develop, maintain, and encourage safe, attractive, viable family-oriented neighborhoods that embrace diversity and pride, promoting economic vitality.**

STAFF RESPONSIBLE:
Douglas Finch, City Manager

BACKGROUND/HISTORY:
City Council shall convene in Executive Session pursuant to Section 551.072 of the Texas Government Code, to deliberate the sale, exchange, lease, purchase, or value of certain real property located east of Clark Rd., south of Ranchero Ln., west of US Highway 67, and north of Wintergreen Rd., and pursuant to Section 551.071 of the Texas Government Code, to seek legal advice from the City Attorney regarding the same.

POLICY EXPLANATION:
City Council shall convene in Executive Session pursuant to Section 551.072 of the Texas Government Code, to deliberate the sale, exchange, lease, purchase, or value of certain real property located east of Clark Rd., south of Ranchero Ln., west of US Highway 67, and north of Wintergreen Rd., and pursuant to Section 551.071 of the Texas Government Code, to seek legal advice from the City Attorney regarding the same.

FUNDING SOURCE:

ORG and Object Number
N/A

Available Budget	**Purchase Amount**	**After Encumber**
$0.00	$0.00	$0.00

ACTION ALTERNATIVES:

1. Take any necessary action as a result of executive session.

STAFF REPORT

MEETING: City Council - 03 Dec 2024

TITLE:
Presentation of the Keep Duncanville Beautiful Winter 2024 Business Beautification Award Plaque and Proclamation to Gahwena Coffee Station located at 711 S. Main St.

Vision Statement:

"Duncanville, a City of Champions, is a safe, vibrant, diverse community committed to excellence in education, business, and good governance."

Pillar:

- **Re-Imagine: High Quality of Life**
  - **Develop, maintain, and encourage safe, attractive, viable family-oriented neighborhoods that embrace diversity and pride, promoting economic vitality.**

STAFF RESPONSIBLE:
Tyler Agee, Assistant Director of Parks and Recreation/KDB Staff Liaison

BACKGROUND/HISTORY:
The Keep Duncanville Beautiful (KDB) Board members are charged with the responsibility of creating and implementing programs that will encourage beautification within Duncanville. The Business Beautification Award was designed to fulfill this goal for commercial property recognition. The KDB Board has nominated Gahwena Coffee Station located at 711 S. Main St. as the Winter 2024 Business Beautification Award recipient.

POLICY EXPLANATION:
Up to one commercial building in Duncanville is recognized each quarter for significant improvements to the exterior portion of a building, landscape improvements, and/or long-term maintenance of the commercial property that exemplifies high quality standards. Award recipients receive recognition at a regular City Council meeting, and a sign to display at their place of business for the quarter.

The Keep Duncanville Beautiful (KDB) Board nominates the Business Beautification Award. The property must be in good standing with the City's Planning and Neighborhood Services and Utility Billing Departments.

The KDB Board follows the criteria identified below:

- Property must be retail/professional office/commercial/industrial or other business use.
- Property must be located within the city limits of Duncanville, Texas.

- Significant exterior improvements and/or superior maintenance of the property must be made to the property, or the property is new construction.

Improvements can include new landscaping, repainting a building, paving a parking lot, adding awnings, new signage, etc.

FUNDING SOURCE:

ORG and Object Number
12011800-700230

Available Budget	**Purchase Amount**	**After Encumber**
$8805.99	$85.00	$8720.99

ACTION ALTERNATIVES:
N/A

ATTACHMENTS:
Attachment 1 - Gahwena Coffee Station
Proclamation - Keep Duncanville Beautiful Business Beautification Award

Gahwena
Coffee Station
Clearance 12' 0"

OFFICE OF THE MAYOR

Duncanville
City of Champions

Proclamation

WHEREAS, the City of Duncanville is committed to improving the physical quality of community life; and

WHEREAS, the *Keep Duncanville Beautiful Board* was established to promote this commitment; and

WHEREAS, the mission of the *Keep Duncanville Beautiful Board* is to empower Duncanville citizens and businesses to take responsibility for enhancing their community environment; and

WHEREAS, each quarter the *Keep Duncanville Beautiful Board* recognizes one commercial property within the City for significant improvements to the exterior portion of the property, landscape improvements, and/or long-term maintenance of the property that exemplifies high quality standards; and

WHEREAS, Gahwena Coffee Station located at 711 S. Main St. has been selected as the Business Beautification Award recipient for Winter 2024.

NOW, THEREFORE, I, Greg Contreras, Mayor of the City of Duncanville, Texas, do hereby urge all residents to join me in congratulating Gahwena Coffee Station located at 711 S. Main St. and commending this business for contributing to the beautification of our City.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Duncanville, Texas to be affixed this 3rd day of December, 2024.

Mayor, The City of Duncanville

STAFF REPORT

MEETING: City Council - 03 Dec 2024

TITLE:
Recognition of Keep Duncanville Beautiful Winter 2024 Curb Appeal Residential Properties.

Vision Statement:

"Duncanville, a City of Champions, is a safe, vibrant, diverse community committed to excellence in education, business, and good governance."

Pillar:

- **Re-Imagine: High Quality of Life**
  - **Develop, maintain, and encourage safe, attractive, viable family-oriented neighborhoods that embrace diversity and pride, promoting economic vitality.**

STAFF RESPONSIBLE:
Tyler Agee, Assistant Director of Parks and Recreation/KDB Staff Liaison

BACKGROUND/HISTORY:
The Keep Duncanville Beautiful (KDB) Board members are charged with the responsibility of creating and implementing programs that will encourage beautification within Duncanville. The Curb Appeal Program was designed to fulfill this goal for residential property recognition. The properties chosen for the Winter 2024 Curb Appeal Residential Properties include:

District 1: Armando Garcia
103 N. Greenstone Ln.
Duncanville, TX 75116

District 2: E.J. Sharpe
402 Swan Ridge Dr.
Duncanville, TX 75137

District 3: Troy Marceleno
742 S. Forest Cir.
Duncanville, TX 75116

District 4: John E. Lambert
502 Dean Ct.
Duncanville, TX 75137

District 5: Vicki Molmen
515 Frank Keasler Blvd.
Duncanville, TX 75116

POLICY EXPLANATION:
One residential property for each of the five Council Districts in Duncanville is recognized each season for significant improvements to the exterior portion of the residence, landscape improvements, and/or long-term maintenance of the property that exemplifies high quality standards. Upon approval from the property owners, each recipient receives a sign placed in their yard for a period of three months as well as a bag of gardening gifts, and recognition at a regular City Council meeting.

A Keep Duncanville Beautiful (KDB) Board sub-committee selects the Curb Appeal properties for nomination – one property per sub-committee member.

The KDB Board follows the criteria identified below:

- Property must be located within the city limits of Duncanville, Texas
- Neatness
- Flowers not mandatory
- House in good condition
- Landscaping consistent with building
- Overall maintenance (i.e. paint, shrubs etc.)
- Subjective

No seasonal decorations are considered in the judging.

FUNDING SOURCE:

ORG and Object Number
N/A

Available Budget	**Purchase Amount**	**After Encumber**
N/A	N/A	N/A

ACTION ALTERNATIVES:
N/A

STAFF REPORT

MEETING: City Council - 03 Dec 2024

TITLE:
Consider a Resolution authorizing the annual procurement of senior meal program services with Visiting Nurse Association of Texas, in the unit amount bid through the City of Grand Prairie cooperative purchasing agreement #22140 with an annual estimated expenditure amount of $100,000.00.

Vision Statement:

"Duncanville, a City of Champions, is a safe, vibrant, diverse community committed to excellence in education, business, and good governance."

Pillar:

- **Re-Imagine: High Quality of Life**
  - **Develop, maintain, and encourage safe, attractive, viable family-oriented neighborhoods that embrace diversity and pride, promoting economic vitality.**

STAFF RESPONSIBLE:
Bart Stevenson, Director of Parks and Recreation
Noel Garcia, Recreation and Senior Center Superintendent

BACKGROUND/HISTORY:
For over 35 years, the senior citizens of Duncanville have been provided a daily lunch program through the Nutrition Program for the Elderly via the United States Department of Health and Human Services, and the Administration on Aging. The program is administered locally by the Texas Department of Aging and Disability Services (DADS), and the Dallas Area Agency on Aging (DAAA). The Duncanville D.L. Hopkins Jr. Senior Center currently serves 25-60 meals daily through this program.

The Duncanville City Council originally approved the annual authorization for the procurement of senior meals through the City of Grand Prairie's Contract at its August 19, 2014 meeting and again at its November 20, 2018 meeting. It has since been renewed yearly by both Grand Prairie and Duncanville. Grand Prairie last competitively bid the meal services on October 27, 2022 with the Visiting Nurse Association of Texas again being selected as the lowest, most responsible bidder.

The Visiting Nurse Association of Texas currently provides congregate meals for 21 senior centers in Dallas County. Menus are planned by a registered dietitian and meet the nutritional needs of seniors. Nutritional education presentations are pre-approved and provided by a registered dietitian. In addition, the Visiting Nurse Association of Texas offers a variety of educational presentations on

aging related issues (medication management, heart healthy, Alzheimer's disease, grief and loss, etc.) that are utilized by the Duncanville Senior Center.

The highlights of the City of Grand Prairie annual contract include:

Terms - October 1, 2024 - September 30, 2025
Contract and Renewals - Two (2) of four (4) additional one (1) year renewals to the 2023 contract
Termination - with or without case by City with 30 day-advance notice
Nutrition Program guidelines and rules
Food quality standards
Inspection requirements for off-site meal preparation
Dietary guidelines
$4.13 per meal

POLICY EXPLANATION:
This Resolution reflects the annual purchase cost of meals for the D.L. Hopkins Jr. Senior Center and is estimated at $100,000.00 for the projected 25,000 meals. The Hopkins Senior Center is prohibited from charging any fees per DAAA and federal regulations for persons age sixty (60) and over. As such, the meal program is available to any person aged sixty (60) and over free of charge; however, a voluntary contribution of $1.00 per meal is requested from each diner. The voluntary contribution rate is monitored daily and currently, the center receives an average of $0.30 per diner, per day. The $1.00 voluntary contribution rate is set by the Share and Care Site Council, a required local committee who oversees the meal service program and provides feedback to DAAA, city staff and the meal vendor. In addition, diners are not required to be members of the senior center. Meals may be purchased at full price ($8.20) for anyone under the age of sixty.

The meal services program is administered locally by DAAA, which governs participants' guidelines and federal funding. The City of Duncanville is a long-standing participant of the program and has received approved grant funding for FY 2025. This program is self-supporting with the reimbursement grant from DAAA and voluntary contributions from the users of the program.

Texas Local Government Code Section 271.102 provides for the voluntary participation in cooperative purchasing programs with another local government or a local cooperative and satisfies any state law requiring competitive bids.

FUNDING SOURCE:

ORG and Object Number
13014000-700450-DAAA

Available Budget	**Purchase Amount**	**After Encumber**
$200,000.00	$100,000.00	$100,000.00

ACTION ALTERNATIVES:
1. Approve funding in the amount of $100,000.00 for the annual procurement of senior meal program services with Visiting Nurse Association of Texas.
2. Do not provide funding for for the annual procurement of senior meal program services with Visiting Nurse Association of Texas.
3. Other actions as directed by Council.

ATTACHMENTS:
Resolution No. - 2024-368 - FY 2025 Visiting Nurse Association (VNA) Senior Meals - Pdf

RESOLUTION NO. 2024-368

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, AUTHORIZING THE ANNUAL PROCUREMENT OF SENIOR MEAL PROGRAM SERVICES WITH VISITING NURSE ASSOCIATION OF TEXAS, IN THE UNIT AMOUNT BID THROUGH THE CITY OF GRAND PRAIRIE COOPERATIVE PURCHASING AGREEMENT #22140 WITH AN ANNUAL ESTIMATED EXPENDITURE AMOUNT OF $100,000.00; AND, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Duncanville has provided the senior citizens of Duncanville a daily lunch program for more than 35 years through the Nutrition Program for the Elderly via the United States Department of Health and Human Services, and the Administration on Aging; and

WHEREAS, the program is administered locally by the Texas Department of Aging and Disability Services, and the Dallas Area Agency on Aging (DAAA); and

WHEREAS, the Duncanville D.L. Hopkins Jr. Senior Center currently serves 25-60 meals daily through this program; and

WHEREAS, the City of Duncanville has entered into an Interlocal Cooperative Purchasing Agreement with the City of Grand Prairie; and

WHEREAS, the lowest responsible bid was awarded to Visiting Nurse Association of Texas.

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

SECTION 1. The City of Duncanville, Texas, does hereby approve the annual procurement of senior meal program services with Visiting Nurse Association of Texas, in the unit amount bid through a City of Grand Prairie Cooperative with an annual estimated annual expenditure of $100,000.00

SECTION 2. The City Council of the City of Duncanville hereby authorizes the City Manager to execute the appropriate and necessary documents and/or purchase orders.

SECTION 3. Resolution shall become effective immediately upon its passage.

DULY RESOLVED AND ADOPTED by the City Council of the City of Duncanville, Texas, on the 3rd day of December, 2024.

APPROVED:

_____

Greg Contreras, Mayor

ATTEST:

_____

Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

_____

Robert E. Hager, City Attorney

Contract Coversheet

Dept:* Purchasing

Contract ID: 22325 A1

For: Parks, Arts & Recreation

Bid Number: 22140

Contact Name: Chantel L Winfield

Contact Phone:* 8045

Contact Email:* cwinfield@gptx.org

Vendor Name: The Visiting Nurse Association of Texas

Vendor Email: ceo@vnatexas.org

Project Name: The Congregate Meal Program

Summary A1/R1

Permanent Retention*

○ Yes ◉ No

Contract Amount
$ 196,500.00

Total Contract Amount over all terms
$ 196,500.00

Account #

Work Order #

Implementation Date
1/1/2024

Termination Date
12/31/2024

Council Approval Date
2/7/2023

Contract Approvals

Department Manager:

Cathy Patrick

Date 2/5/2024

City Attorney Signature

Matthew L. Butler

Date 2/7/2024

City Manager Signature

Megan Mahan

Date 2/12/2024

City Secretary Signature

Gloria Colvin

Date 2/12/2024

Legal Reviewer	Which attorney previously reviewed this contract? No Prior Legal Review

CITY OF GRAND PRAIRIE
AMENDMENT TO ANNUAL CONTRACT

THIS AMENDMENT is made and entered into this date by and between the **CITY OF GRAND PRAIRIE,** a Texas municipal corporation (hereinafter referred to as the "CITY"), and **THE VISITING NURSE ASSOCIATION OF TEXAS** (hereinafter referred to as "VENDOR").

WHEREAS, the CITY and VENDOR have entered into a annual contract to provide Congregate Meal Program, per bid award resulting from vendor's response to RFB #22140, submitted by Meagan Vick on November 15, 2022; and

WHEREAS, the above referenced agreement was for an initial term of one year with the option to renew for four additional one year periods, totaling $196,500.00 if all extensions were exercised. The Agreement was effective as of January 1, 2023, and was to terminate at midnight on December 31, 2023, unless the parties mutually agree in writing to extend the term of the Agreement through an allowable renewal option, or unless otherwise terminated as provided in paragraph XVI of the original Agreement;

WHEREAS, the above referenced agreement provides that VENDOR may request a price increase through a price redetermination request, substantiated in writing, to become effective on the anniversary date of the contract to cover verifiable increases in cost to the applicable industry; and

WHEREAS, the vendor has agreed to provide meals for $4.13 per meal. The annual contract amount remains the same;

NOW, THEREFORE, for and in consideration of the mutual acts and covenants set out herein, the CITY and VENDOR agree as follows:

1. The parties mutually agree to execute the first of the four available renewal options and extend the contract expiration to midnight on December 31, 2024, at which time all of the work called for under this Contract must be completed unless the parties mutually agree in writing to extend the term of the Contract through an additional allowable renewal option, or, unless otherwise terminated as provided in provided in paragraph XVI of the original contract; and

2. The estimated annual amount to be paid to VENDOR under such contract shall remain the sum of $196,500.00 to reflect the contract renewal; and

3. VENDOR shall obtain and shall continue to maintain at no cost to the CITY, in full force and effect during the term of this Contract, a comprehensive liability insurance policy with a company licensed to do business in the State of Texas and rated not less than "A" in the current Best Key Rating Guide, which shall include bodily injury, death, automobile liability, worker's compensation, and property damage coverage, in accordance with any CITY ordinance or directive. The minimum limits for this coverage shall be $1,000,000.00 per occurrence / $2,000,000 aggregate for general liability and for property damage, and $1,000,000 combined single limit for automobile liability unless modified in accordance with any ordinance or directive. Insurance obtained by VENDOR shall be primary and noncontributory, and CITY shall be named as an additional insured under the general liability and automobile policies. A provision shall be incorporated in the policies whereby CITY shall be given at least thirty (30)

days prior notice of any material change in coverage or of cancellation of such policies, and Vendor shall provide the City with a copy of any such notice of material change in coverage or cancellation of any such policies, within three (3) business days of its receipt of such a notice. For purposes of this section, a material change in coverage includes, but is not limited to, a reduction in coverage below the amounts required under this agreement. VENDOR shall provide a waiver of subrogation in favor of the CITY on all coverages and represents that it has taken all actions necessary under the policy or policies for the City to have the status of additional insured and to effectuate any required waiver of subrogation. VENDOR shall furnish the CITY with original copies of the policies or certificates evidencing such coverage prior to commencement of any work under this Contract; and

4. This shall constitute an authorization for extension of the Agreement as set out in the agreement between the parties, and an amendment to such Agreement. All the terms and conditions of the original Agreement shall remain in full force and effect, as amended hereto, unless set out otherwise herein.

5. NOTICES

All notices, requests, or other communications (excluding invoices) hereunder must be in writing and transmitted via overnight courier, email, hand delivery, or certified or registered mail, postage prepaid and return receipt requested to the CITY and VENDOR as follows:

CITY:
City of Grand Prairie
ATTN: Chantel Winfield, Sr. Buyer, Purchasing Division
300 W. Main Street, Grand Prairie, TX 75050
PO Box 534045, Grand Prairie, TX 75053-4045
Phone 972-237-8045 | Email purchasingfax@gptx.org
Accounts Payable Contact: accountspayable@gptx.org

VENDOR:
The Visiting Nurse Association Of Texas
ATTN: Katherine Krause, President And Chief Executive Officer
1420 W. Mockingbird Lane, Dallas, TX 75247
Phone 214-689-0000 | Email: ceo@vnatexas.org

Any notice required or desired to be given to either party hereto shall be deemed to be delivered: (i) on the date of delivery, if hand delivered or emailed; (ii) one (1) day after sending, if sent by overnight courier; or (iii) three (3) days after the same is deposited in an official depository under the regular care and custody of the United States Postal Service located within the confines of the United States of America and sent by registered or certified mail, return receipt requested, and addressed to such party at the address hereinafter specified. Either party hereto may change such party's address for notice to another address within the United States of America, but until written notice of such change is received by the other party, the last address of such party designated for notice shall remain such party's address for notice.

6. VENDOR VERIFIES THAT: (1) It does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, as defined in Texas Government Code § 2274.001, and that it will not during the term of the contract discriminate against a firearm entity or firearm trade association; (2) It does not "boycott Israel" as that term is defined in Texas Government Code § 808.001 and it will not boycott Israel during the term of this contract; and (3) It does not "boycott energy companies," as those terms are defined in Texas Government Code §§ 809.001 and 2274.001, and it will not boycott energy companies during the term of the contract.

EXECUTED this the _____day of 2/12/2024, 20__.

CITY OF GRAND PRAIRIE, TEXAS

By: Megan Mahan
Deputy City Manager

THE VISITING NURSE ASSOCIATION OF TEXAS

By: Katherine Krause

Name: Katherine Krause
Print

Title: President/CEO

ATTEST:

for Gloria Colvin
Mona Lisa Galicia, City Secretary

APPROVED AS TO FORM:

M. Butler
Megan Mahan, City Attorney
by M.L. Butler, Deputy City Attorney

EXHIBIT A

Visiting Nurse Association
Meals on Wheels
Hospice & Palliative Care

January 2, 2024

Ms. Chantel Winfield
Senior Buyer
City of Grand Prairie, Purchasing
300 W. Main Street
Grand Prairie, Texas 75050

Good afternoon Ms. Winfield, The Visiting Nurse Association of Texas kindly requests to increase the current meal rate of $3.93 per meal to $4.13 per meal effective January 1st, 2024.

VNA utilizes the CPI as an economic indicator which measures the rate of inflation in the market. Our subcontractor pulls the CPI- Food Away from Home index each month to measure price changes throughout the year and then adjusts meal prices due to price increases in the market such as food, labor, paper, and fuel and we base our meal prices on this. Refraining from increasing meal rates over the past several years while absorbing increased annual food and supply costs has resulted in VNA asking for the increase.

Please let us know if you have any questions or concerns.

Respectfully,

Chris Culak
Vice President, Chief of Strategy and Development

(214) 689-2639 | 1440 West Mockingbird Lane | Dallas, Texas 75247 | vnatexas.org

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 2/1/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh & McLennan Agency LLC 8144 Walnut Hill Lane, 16th Floor Dallas TX 75231	**CONTACT NAME:** Linda Ginn **PHONE (A/C, No, Ext):** 972-322-7246 **FAX (A/C, No):** **E-MAIL ADDRESS:** linda.ginn@marshmma.com
INSURED VISITNURSE5 The Visiting Nurse Association of Texas 1420 W Mockingbird Lane, Ste #700 Dallas TX 75247-5051	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** Berkley National Insurance Company — 38911 **INSURER B :** Texas Mutual Insurance Company — 22945 **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 1354567813 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:			HHN859913210	7/1/2023	7/1/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 1,000,000 $ 20,000 $ 1,000,000 $ 3,000,000 $ 3,000,000 $
A	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY			HHN859913210	7/1/2023	7/1/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
A	**UMBRELLA LIAB** X OCCUR X **EXCESS LIAB** CLAIMS-MADE DED RETENTION $			HHN859913210	7/1/2023	7/1/2024	EACH OCCURRENCE AGGREGATE $	$ 5,000,000 $ 5,000,000 $
B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)** N / A If yes, describe under DESCRIPTION OF OPERATIONS below			0002079961	7/1/2023	7/1/2024	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
A	Professional Liability			HHN859913210	7/1/2023	7/1/2024	Each Occurrence Aggregate	$1,000,000 $3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Supplemental Named Insured:
Visiting Nurse Association of Texas Foundation

Additional Insured form CG 83 91 (12/19) applies to the General Liability policy. The General Liability policy includes an additional insured endorsement to the certificate holder ONLY when there is a WRITTEN CONTRACT between the named insured and the certificate holder that requires such status.

****

Blanket Waiver of subrogation form CG 83 91 (12/19) applies to the General Liability policy. The General Liability policy contains a blanket waiver of
See Attached...

CERTIFICATE HOLDER

City of Grand Prairie
ATTN: Chantel Winfield, Sr. Buyer, Purchasing Div
PO Box 534045
Grand Prairie TX 75053

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ACORD 25 (2016/03) **The ACORD name and logo are registered marks of ACORD**

AGENCY CUSTOMER ID: VISITNURSE5

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Marsh & McLennan Agency LLC	The Visiting Nurse Association of Texas 1420 W Mockingbird Lane, Ste #700 Dallas TX 75247-5051
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

subrogation endorsement that may apply ONLY when there is a WRITTEN CONTRACT between the named insured and the certificate holder that requires such wording.

****

Primary Non-contributory form CG 2001 (12/19) applies to the General Liability policy. The General Liability policy contains a primary non-contributory endorsement that may apply ONLY when there is a WRITTEN CONTRACT between the named insured and the certificate holder that requires such wording.

****
****

Additional Insured form CA 83 09 (09/15) applies to the Automobile Liability policy. The Automobile Liability policy contains language that provides additional insured status to the certificate holder ONLY when there is a WRITTEN CONTRACT between the named insured and the certificate holder that requires such status.

****

Blanket Waiver of subrogation form CA 8340 (12/14) applies to the Automobile Liability policy. The Automobile liability policy includes a Blanket waiver of subrogation wording that may apply ONLY when there is a WRITTEN CONTRACT between the named insured and the certificate holder that requires such wording.

****
****

Blanket Waiver of subrogation form WC 42 03 04 B applies to the Workers Compensation policy. The Worker's Compensation policy includes a blanket waiver of subrogation endorsement that may apply ONLY when there is a WRITTEN CONTRACT between the named insured and the certificate holder that requires such wording.

Congregate Meal Program
Amendment to RFB 22140
$196,500
12-31-23 / 12-31-24

Primary Non-Contributory requires specific endorsement via form CA 83 10 (09/15) applies to the Automobile Liability policy. The Automobile Liability policy contains language that provides Primary Non-Contributory status to the certificate holder ONLY when there is a WRITTEN CONTRACT between the named insured and the certificate holder that requires such status.

Notice of Cancellation form IL 83 27 (12/14) applies to the General Liability, Automobile Liability, Professional Liability policy.

The General Liability and Automobile Liability policies includes a specific notice of cancellation to the certificate holder endorsement, providing for (30) days' advance written notice if the policy is canceled by the company, or 10 days' written notice before the policy is canceled for nonpayment of premium. Notice is sent to certificate holders with mailing addresses on file with the agent or the company. The endorsement does not provide for notice of cancellation to the certificate holder if the named insured requests cancellation.

Page 10 of 10

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STAFF REPORT

MEETING: City Council - 03 Dec 2024

TITLE:
Consider a Resolution authorizing a contract amendment to increase the amount expenditure by $18,200.00 to an annual procurement of $93,200.00 for the senior meal program services with visiting Nurse Association of Texas, in the unit amount bid through the City of Grand Prairie cooperative purchasing agreement #22140.

Vision Statement:

"Duncanville, a City of Champions, is a safe, vibrant, diverse community committed to excellence in education, business, and good governance."

Pillar:

- **Re-Imagine: High Quality of Life**
  - **Develop, maintain, and encourage safe, attractive, viable family-oriented neighborhoods that embrace diversity and pride, promoting economic vitality.**

STAFF RESPONSIBLE:
Bart Stevenson, Director of Parks and Recreation

BACKGROUND/HISTORY:

For over 35 years, the senior citizens of Duncanville have been provided a daily lunch program through the Nutrition Program for the Elderly via the United States Department of Health and Human Services, and the Administration on Aging. The program is administered locally by the Texas Department of Aging and Disability Services (DADS), and the Dallas Area Agency on Aging (DAAA). The Duncanville D.L. Hopkins Jr. Senior Center currently serves 25-60 meals daily through this program.

The Duncanville City Council originally approved the annual authorization for the procurement of senior meals through the City of Grand Prairie's Contract at its August 19, 2014 meeting and again at its November 20, 2018 meeting. It has since been renewed yearly by both Grand Prairie and Duncanville. Grand Prairie last competitively bid the meal services on October 27, 2022 with the Visiting Nurse Association of Texas again being selected as the lowest, most responsible bidder.

On December 5, 2023, the Duncanville City Council approved the first renewal for the procurement of senior meals through the City of Grand Prairie's Contract for an estimated expenditure amount of $75,000.00. In May of 2024, the Dallas Area Agency on Aging (DAAA) provided an opportunity for seniors to receive extra meals that included dinner and weekend meals. The extra meals included five evening meals served Monday through Friday and four additional meals for the weekend. The

projected meals increased from the anticipated 19,000 to 22,084, increasing the expenditure amount to $93,200.00.

POLICY EXPLANATION:
The meal services program is administered locally by DAAA, which governs participants' guidelines and federal funding. The City of Duncanville is a long-standing participant of the program and has received approved grant funding for FY 2024. This program is self-supporting with the reimbursement grant from DAAA and voluntary contributions from the users of the program.

Texas Local Government Code Section 271.102 provides for the voluntary participation in cooperative purchasing programs with another local government or a local cooperative and satisfies any state law requiring competitive bids.

FUNDING SOURCE:

ORG and Object Number
13014000-700450-DAAA

Available Budget	**Purchase Amount**	**After Encumber**
$18,200.00	18,200.00	$0.00

ACTION ALTERNATIVES:
1. Authorize the approval for a contract amendment to increase the amount expenditure by $18,200.00 to an annual procurement of $93,200.00 for Senior Meals.
2. Do not authorize the approval for a contract amendment to increase the amount expenditure by $18,200.00 to an annual procurement of $93,200.00 for Senior Meals
3. Other actions as directed by Council.

ATTACHMENTS:
Attachment 1 - Reso. No. 2023-019R - VNA Contract for Senior Meals
Resolution No. - 2024-367 - FY 2024 Contract Amendment - Visiting Nurse Association (VNA) Senior Meals - Pdf

RESOLUTION NO. 2023-019R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, AUTHORIZING THE ANNUAL PROCUREMENT OF SENIOR MEAL PROGRAM SERVICES WITH VISITING NURSE ASSOCIATION OF TEXAS, IN THE UNIT AMOUNT BID THROUGH THE CITY OF GRAND PRAIRIE COOPERATIVE PURCHASING AGREEMENT #22140 WITH AN ANNUAL ESTIMATED EXPENDITURE AMOUNT OF $75,000.00; AUTHORIZING THE CITY MANAGER TO EXECUTE THE NECESSARY DOCUMENTS; AND, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Duncanville has provided the senior citizens of Duncanville a daily lunch program for more than 35 years through the Nutrition Program for the Elderly via the United States Department of Health and Human Services, and the Administration on Aging; and

WHEREAS, the program is administered locally by the Texas Department of Aging and Disability Services, and the Dallas Area Agency on Aging (DAAA); and

WHEREAS, the Duncanville D.L. Hopkins Jr. Senior Center currently serves 25-60 meals daily through this program; and

WHEREAS, the City of Duncanville has entered into an Interlocal Cooperative Purchasing Agreement with the City of Grand Prairie; and

WHEREAS, the lowest responsible bid was awarded to Visiting Nurse Association of Texas.

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

SECTION 1. The City of Duncanville, Texas, does hereby approve the annual procurement of senior meal program services with Visiting Nurse Association of Texas, in the unit amount bid through a City of Grand Prairie Cooperative with an annual estimated annual expenditure of $75,000.00

SECTION 2. The City Council of the City of Duncanville hereby authorizes the City Manager to execute the appropriate and necessary documents and/or purchase orders.

SECTION 3. This Resolution shall become effective immediately upon its passage.

DULY RESOLVED AND ADOPTED by the City Council of the City of Duncanville, Texas, on the 5th day of December, 2023.

APPROVED:

Barry L. Gordon, Mayor

ATTEST:

Chiquita Taylor, City Secretary

CITY OF DUNCANVILLE TEXAS

APPROVED AS TO FORM:

Robert E. Hager, City Attorney

RESOLUTION NO. 2024-367

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, AUTHORIZING A CONTRACT AMENDMENT TO INCREASE THE AMOUNT EXPENDITURE BY $18,200.00 TO AN ANNUAL PROCUREMENT OF $93,200.00 FOR SENIOR MEAL PROGRAM SERVICES WITH VISITING NURSE ASSOCIATION OF TEXAS, IN THE UNIT AMOUNT BID THROUGH THE CITY OF GRAND PRAIRIE COOPERATIVE PURCHASING AGREEMENT #22140; AND, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Duncanville has provided the senior citizens of Duncanville a daily lunch program for more than 35 years through the Nutrition Program for the Elderly via the United States Department of Health and Human Services, and the Administration on Aging; and

WHEREAS, the program is administered locally by the Texas Department of Aging and Disability Services, and the Dallas Area Agency on Aging (DAAA); and

WHEREAS, the City of Duncanville entered into an Interlocal Cooperative Purchasing Agreement with the City of Grand Prairie; and

WHEREAS, the Duncanville D.L. Hopkins Jr. Senior Center currently served an additional 3,084 meals more than the anticipated 19,000 meals through this program due to a provided an opportunity for seniors to receive extra meals that included dinner and weekend meals.

WHEREAS, the total spent for Fiscal Year 2024 was $93,200.00 instead of the anticipated $75,000.00.

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

SECTION 1. The City of Duncanville, Texas, does hereby approve the contract amendment to increase the amount spent by $18,200.00 to the annual procurement of Senior Meal program services with Visiting Nurse Association of Texas, in the unit amount bid through a City of Grand Prairie Cooperative with an annual estimated annual expenditure of $93,200.00.

SECTION 2. The City Council of the City of Duncanville hereby authorizes the City Manager to execute the appropriate and necessary documents and/or purchase orders.

SECTION 3. This Resolution shall become effective immediately upon its passage.

DULY RESOLVED AND ADOPTED by the City Council of the City of Duncanville, Texas, on the 3rd day of December, 2024.

APPROVED:

_____

Greg Contreras, Mayor

ATTEST:

_____

Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

_____

Robert E. Hager, City Attorney

STAFF REPORT

MEETING: City Council - 03 Dec 2024

TITLE:
Consider Resolution 2024-376 authorizing purchase of cardio fitness equipment from Marathon Fitness, through BuyBoard Contract #665-22, and authorizing staff to negotiate the related five-year lease-purchase finance agreement with Municipal Asset Management, Inc. for a total estimated expenditure amount of $113,975.40.

Vision Statement:

"Duncanville, a City of Champions, is a safe, vibrant, diverse community committed to excellence in education, business, and good governance."

Pillar:

- **Re-Imagine: High Quality of Life**
  - **Develop, maintain, and encourage safe, attractive, viable family-oriented neighborhoods that embrace diversity and pride, promoting economic vitality.**

STAFF RESPONSIBLE:
Bart Stevenson, Director of Parks and Recreation

BACKGROUND/HISTORY:
The City of Duncanville has provided strength and cardio equipment in the fitness room at the Recreation Center since its opening in 2001. The cardio equipment was most recently replaced in 2018 and has outlived its useful life with over 20,000 miles per machine. The machines, as well as the attached monitors, have experienced increased outages frustrating staff and members on a regular basis. Due to the age of the equipment, many parts are hard to locate causing the downtime to exceed normal circumstances, and in one case, the needed repairs are more expensive than replacing the machine.

Staff is recommending all cardio equipment be replaced with new equipment from Marathon Fitness. The technology of cardio equipment has grown tremendously and the newest technology will be included with this proposed procurement. This includes monitors with each machine, along with the ability for users to utilize personal settings for things such as video streaming, music, and specialized workouts. The replacement will contain the same amount of equipment that is equal or better than the current machines and includes:

4 – treadmills
2 – ellipticals
3 – recumbent bikes,
1 – upright bike

1 – AMT machine
1 – stair climber

Once received, Marathon Fitness will be on-site and will assist our members with setting up their accounts and providing instruction on ways to improve their fitness routine for maximum results. The current operational machines will be utilized at the Senior Center, and a couple of machines will be kept in reserve to use should an extended downtime occur with the new equipment.

POLICY EXPLANATION:
The acquisition of the new equipment will be made using a lease-purchase finance contract through Municipal Asset Management, Inc. The vendor supplying the equipment will be Marathon Fitness of Sugar Land, TX through Buyboard Cooperative contract #665-22. The City of Duncanville has purchased strength and cardio equipment from Marathon Fitness since 2001. The proposed purchase covers equipment, warranty, shipping, and installation of equipment. The total of the fitness equipment proposal is $95,297.20.

Funding for the purchase of the equipment is budgeted over five (5) years. Therefore, financing is required and would be made through a lease-purchase agreement. The term of the agreement is five years with an interest rate of 7.26% with the Municipal Asset Management, Inc. The lease will require equal monthly payments of $1,899.59. Upon completion of the five-year lease, title to the equipment will convey to the City. Total cost, including interest, is $113,975.40. Assuming installation in January 2025, the lease cost for FY25 will be $17,096.31 and will be funded with savings in park maintenance at Harrington Park while the park is undergoing bond project improvements.

This authorization complies with Texas Local Government Code municipal procurement requirements.

FUNDING SOURCE:

ORG and Object Number
01044100-700883

Available Budget	**Purchase Amount**	**After Encumber**
$17,100.00	$17,096.31	$3.69

ACTION ALTERNATIVES:
1. Approve funding in the amount of $113,975.40 to purchase cardio equipment from Marathon Fitness through BuyBoard Contract #665-22 through a lease-purchase agreement with Municipal Asset Management, Inc
2. Do not provide funding for Staff to procure cardio equipment.
3. Other actions as directed by Council.

ATTACHMENTS:
Resolution No. - 2024-376 - Marathon Fitness Cardio at Rec Center - Pdf

RESOLUTION NO. 2024-376

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, AUTHORIZING PURCHASE OF CARDIO FITNESS EQUIPMENT, FROM MARATHON FITNESS, THROUGH BUYBOARD CONTRACT #665-22, AND TO AUTHORIZE STAFF TO NEGOTIATE THE RELATED LEASE-PURCHASE FINANCE AGREEMENT WITH MUNICIPAL ASSET MANAGEMENT INC., FOR A TOTAL ESTIMATED EXPENDITURE AMOUNT OF $113,975.40; AUTHORIZING THE CITY MANAGER TO EXECUTE THE NECESSARY DOCUMENTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, it is desired to purchase fitness equipment to provide City residents with community resources to improve quality of life in the City of Duncanville; and

WHEREAS, the City of Duncanville has entered into a cooperative purchasing agreement with the Buyboard for products and services; and

WHEREAS, BuyBoard has taken competitive sealed bids and awarded contract #665-22 for Athletic, P.E. & Gymnasium Supplies and Equipment, Heavy Duty Exercise Equipment to Marathon Fitness as shown in Exhibit A; and

WHEREAS, the City of Duncanville desires to finance certain purchases for fitness equipment from Marathon Fitness through a lease-purchase agreement with Municipal Asset Management, Inc.

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

SECTION 1. The City Council of Duncanville, Texas approves the acquisition of cardio fitness equipment from Marathon Fitness through the BuyBoard cooperative for a total purchase price of $95,297.20 as shown in Exhibit B.

SECTION 2. The City Council Of Duncanville, Texas authorizes the negotiation of a lease-purchase agreement with Municipal Asset Management, Inc. to finance the acquisition of the fitness equipment as outlined in Exhibit C for a total cost of $113,975.40.

SECTION 3. The City Council of Duncanville, Texas hereby authorizes the City Manager, or his designee, to execute the appropriate and necessary documents.

SECTION 4. This Resolution shall become effective immediately upon its passage.

DULY RESOLVED AND ADOPTED by the City Council of the City of Duncanville, Texas, on the 3rd day of December, 2024.

APPROVED:

_____

Greg Contreras, Mayor

ATTEST:

_____

Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

_____

Robert E. Hager, City Attorney

EXHIBIT "A"

P.O. Box 400, Austin, Texas 78767
800.695.2919 • info@buyboard.com • buyboard.com

February 4, 2022

Sent Via Email: paul@marathonfitness.com

Paul Croegaert
Marathon Fitness
P.O. Box 17705
Sugar Land, TX 77496

Welcome to BuyBoard!

Re: *Notice of The Local Government Purchasing Cooperative Contract Award;* Proposal Invitation No. 665-22, Athletic, Physical Education, Gymnasium Supplies and Equipment and Related Accessories

Congratulations, The Local Government Purchasing Cooperative (Cooperative) has awarded your company a BuyBoard® contract based on the above-referenced Proposal Invitation. The contract is effective for an initial one-year term of 4/1/2022 through 3/31/2023, and may be subject to two possible one-year renewals. Please refer to the Proposal Invitation for the contract documents, including the General Terms and Conditions of the Contract.

To review the items your company has been awarded, please review Proposal Tabulation No. 665-22 at: www.buyboard.com/vendor. Only items marked as awarded to your company are included in this contract award, and only those awarded items may be sold through the BuyBoard contract. All sales must comply with the contract terms and must be at or below the awarded pricing as set forth in the General Terms and Conditions.

The contract will be posted on the BuyBoard website as an online electronic catalog(s). **You are reminded that, in accordance with the General Terms and Conditions, all purchase orders must be processed through the BuyBoard**. Except as expressly authorized in writing by the Cooperative's administrator, you are not authorized to process a purchase order received directly from a Cooperative member that has not been processed through the BuyBoard or provided to the Cooperative. If you receive a purchase order directly from a Cooperative member that you have reason to believe has not been received by the Cooperative or processed through the BuyBoard, you must promptly forward a copy of the purchase order by email to info@buyboard.com.

A list of Cooperative members is available on the buyboard.com website. The BuyBoard vendor relations staff will be contacting you to assist with the resources available and to provide any support you may need as an awarded BuyBoard vendor.

On behalf of the Cooperative, we appreciate your interest in the Cooperative and we are looking forward to your participation in the program. If you have any questions, please contact **Cooperative Procurement Staff** at 800-695-2919 (select option "2").

Sincerely,

Arturo Salinas
Asst. Division Director, Cooperative Purchasing
Texas Association of School Boards, Inc.,
Administrator for The Local Government Purchasing Cooperative

Endorsed by TASB TASA TML TEXAS TASBO

EXHIBIT "A"

February 4, 2022

Sent Via Email: paul@marathonfitness.com

Paul Croegaert
Marathon Fitness
P.O. Box 17705
Sugar Land, TX 77496

Welcome to BuyBoard!

Re: *Notice of National Purchasing Cooperative Award;* Proposal Invitation No. 665-22, Athletic, Physical Education, Gymnasium Supplies and Equipment and Related Accessories

Congratulations, The National Purchasing Cooperative (National Cooperative) has awarded your company a BuyBoard® contract based on the above-referenced Proposal Invitation. The contract is effective for an initial one-year term of 4/1/2022 through 3/31/2023, and may be subject to two possible one-year renewals. Please refer to the Proposal Invitation for the contract documents, including the National Purchasing Cooperative Vendor Award Agreement and General Terms and Conditions of the Contract.

To review the items your company has been awarded, please review Proposal Tabulation No. 665-22 at www.buyboard.com/vendor. Only items marked as awarded to your company are included in this contract award, and only those awarded items may be sold through the BuyBoard contract. All sales must comply with the contract terms and must be at or below the awarded pricing as set forth in the General Terms and Conditions.

The contract will be posted on the BuyBoard website as an online electronic catalog(s). **You are reminded that, in accordance with the General Terms and Conditions, all purchase orders from National Cooperative members must be processed through the BuyBoard**. Except as expressly authorized in writing by the Cooperative's administrator, you are not authorized to process a purchase order received directly from a National Cooperative member that has not been processed through the BuyBoard or provided to the Cooperative. If you receive a purchase order directly from a National Cooperative member that you have reason to believe has not been received by the National Cooperative or processed through the BuyBoard, you must promptly forward a copy of the purchase order by e-mail to info@buyboard.com

A list of National Cooperative members is available on the buyboard.com website. The BuyBoard vendor relations staff will be contacting you to assist with resources available and provide any support you may need as an awarded BuyBoard vendor.

On behalf of the National Cooperative, we are looking forward to your participation in the program. If you have any questions, please contact **Cooperative Procurement Staff** at 800-695-2919 (select option "2").

Sincerely,

Arturo Salinas, Asst. Division Director, Cooperative Purchasing
Texas Association of School Boards, Inc., Procurement Administrator for the National Purchasing Cooperative

v.02.01.2021

P.O. Box 400, Austin, Texas 78767-0400
800.695.2919 • buyboard.com

EXHIBIT "A"

BuyBoard PURCHASING COOPERATIVE

12007 Research Boulevard • Austin, Texas 78759-2439 • PH: 800-695-2919 • buyboard.com

PROPOSER'S ACCEPTANCE AND AGREEMENT

Proposal Invitation Name: Athletic, Physical Education, Gymnasium Supplies and Equipment and Heavy-Duty Exercise Equipment and Related Accessories

Proposal Due Date/Opening Date and Time: October 21, 2021, at 4:00 PM

Location of Proposal Opening:
Texas Association of School Boards, Inc.
BuyBoard Department
12007 Research Blvd.
Austin, TX 78759

Proposal Invitation Number: 665-22

Anticipated Cooperative Board Meeting Date: January 2022

Contract Term: April 1, 2022, through March 31, 2023, with two possible one-year renewals.

By signature below, the undersigned acknowledges and agrees that you are authorized to submit this Proposal, including making all acknowledgements, consents, and certifications herein, on behalf of Proposer and, to the best of your knowledge, the information provided is true, accurate, and complete.

Team Marathon Fitness, Inc.
Name of Proposing Company

10.20.2021
Date

P.O. Box 17705
Street Address

Signature of Authorized Company Official

Sugar Land, TX 77496
City, State, Zip

Paul Croegaert
Printed Name of Authorized Company Official

800.391.9496
Telephone Number of Authorized Company Official

Vice President
Position or Title of Authorized Company Official

888.240.9360
Fax Number of Authorized Company Official

68-0544664
Federal ID Number

EXHIBIT "A"

12007 Research Boulevard • Austin, Texas 78759-2439 · PH: 800-695-2919 • buyboard.com

PROPOSAL FORMS PART 1: COMPLIANCE FORMS

INSTRUCTIONS:

Proposer must review and complete all forms in this Proposal Forms Part 1:

- Proposal Acknowledgements
- Felony Conviction Disclosure
- Resident/Nonresident Certification
- Debarment Certification
- Vendor Employment Certification
- No Boycott Verification
- No Excluded Nation or Foreign Terrorist Organization Certification
- Historically Underutilized Business Certification
- Acknowledgement of BuyBoard Technical Requirements
- Construction-Related Goods and Services Affirmation
- Deviation and Compliance
- Vendor Consent for Name Brand Use
- Confidential/Proprietary Information
- EDGAR Vendor Certification
- Compliance Forms Signature Page

An authorized representative of Proposer must initial in the bottom right corner of each page where indicated and complete and sign the Compliance Forms Signature Page. Proposer's failure to fully complete, initial, and sign forms as required may result in your Proposal being rejected as non-responsive.

PROPOSAL ACKNOWLEDGEMENTS

The proposing company ("you" or "your") hereby acknowledges and agrees as follows:

1. You have carefully examined and understand all information and documentation associated with this Proposal Invitation, including the Instructions to Proposers, General Information, General Terms and Conditions, attachments/forms, appendices, item specifications, and line items (collectively "Requirements");
2. By your response ("Proposal") to this Proposal Invitation, you propose to supply the products or services submitted at the pricing quoted in your Proposal and in strict compliance with the Requirements, unless specific deviations or exceptions are noted in the Proposal;
3. By your Proposal, you acknowledge and certify all items set forth in the General Terms and Conditions, Section B.12 (Certifications), including all non-collusion certifications and certifications regarding legal, ethical, and other matters set forth therein.
4. Any and all deviations and exceptions to the Requirements have been noted in your Proposal on the required form and no others will be claimed;

Initial: _____

EXHIBIT "A"

12007 Research Boulevard • Austin, Texas 78759-2439 · PH: 800-695-2919 • buyboard.com

5. If the Cooperative accepts any part of your Proposal and awards you a Contract, you will furnish all awarded products or services at the pricing quoted and in strict compliance with the Requirements (unless specific deviations or exceptions are noted on the required form and accepted by the Cooperative), including without limitation the Requirements related to:
   a. conducting business with Cooperative members, including offering pricing to members that is the best you offer compared to similarly situated customers in similar circumstances;
   b. payment of a service fee in the amount specified and as provided for in this Proposal Invitation;
   c. the **possible** award of a piggy-back contract by the National Purchasing Cooperative or nonprofit entity, in which event you will offer the awarded products and services in accordance with the Requirements; and
   d. submitting price sheets or catalogs in the proper format as required by the Cooperative as a prerequisite to activation of your Contract;
6. You have clearly identified on the included form any information in your Proposal that you believe to be confidential or proprietary or that you do not consider to be public information subject to public disclosure under the Texas Public Information Act or similar public information law;
7. The individual submitting this Proposal is duly authorized to enter into the contractual relationship represented by this Proposal Invitation on your behalf and bind you to the Requirements, and such individual (and any individual signing a form or Proposal document) is authorized and has the requisite knowledge to provide the information and make the representations and certifications required in the Requirements;
8. You have carefully reviewed your Proposal, and certify that all information provided is true, complete, and accurate to the best of your knowledge, and you authorize the Cooperative to take such action as it deems appropriate to verify such information; and
9. Any misstatement, falsification, or omission in your Proposal, whenever or however discovered, will be grounds for disqualifying you from consideration for a contract award under this Proposal Invitation, termination of a contract award, or any other remedy or action provided for in the General Terms and Conditions or by law.

FELONY CONVICTION DISCLOSURE

Subsection (a) of Section 44.034 of the Texas Education Code (Notification of Criminal History of Contractor) states: "A person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony."

Section 44.034 further states in Subsection (b): "A school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract."

Please check (√) one of the following:

☐ My company is a publicly-held corporation. (Advance notice requirement does not apply to publicly-held corporation.)
☑ My company is not owned or operated by anyone who has been convicted of a felony.
☐ My company is owned/operated by the following individual(s) who has/have been convicted of a felony:

Name of Felon(s): _____

Details of Conviction(s): _____

_____

Initial: _____

EXHIBIT "A"

BuyBoard PURCHASING COOPERATIVE

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RESIDENT/NONRESIDENT CERTIFICATION

Chapter 2252, Subchapter A, of the Texas Government Code establishes certain requirements applicable to proposers who are not Texas residents. Under the statute, a "resident" proposer is a person whose principal place of business is in Texas, including a contractor whose ultimate parent company or majority owner has its principal place of business in Texas. A "nonresident" proposer is a person who is not a Texas resident. Please indicate the status of your company as a "resident" proposer or a "nonresident" proposer under these definitions.

Please check (√) one of the following:

☑ I certify that my company is a **Resident Proposer.**
☐ I certify that my company is a **Nonresident Proposer.**

If your company is a Nonresident Proposer, you must provide the following information for your resident state (the state in which your company's principal place of business is located):

Company Name _____ Address _____

City _____ State _____ Zip Code _____

A. Does your resident state require a proposer whose principal place of business is in Texas to under-price proposers whose resident state is the same as yours by a prescribed amount or percentage to receive a comparable contract?
☐ Yes ☐ No

B. What is the prescribed amount or percentage? $_____ or _____%

DEBARMENT CERTIFICATION

By signature on the Compliance Forms Signature Page, I certify that neither my company nor an owner or principal of my company has been debarred, suspended or otherwise made ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension," as described in the Federal Register and Rules and Regulations. Neither my company nor an owner or principal of my company is currently listed on the government-wide exclusions in SAM, debarred, suspended, or otherwise excluded by agencies or declared ineligible under any statutory or regulatory authority. My company agrees to immediately notify the Cooperative and all Cooperative members with pending purchases or seeking to purchase from my company if my company or an owner or principal is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under any statutory or regulatory authority.

VENDOR EMPLOYMENT CERTIFICATION

Section 44.031(b) of the Texas Education Code establishes certain criteria that a school district must consider when determining to whom to award a contract. Among the criteria for certain contracts is whether the vendor or the vendor's ultimate parent or majority owner (i) has its principal place of business in Texas; or (ii) employs at least 500 people in Texas.

If neither your company nor the ultimate parent company or majority owner has its principal place of business in Texas, does your company, ultimate parent company, or majority owner employ at least 500 people in Texas?

Please check (√) one of the following:

☐ Yes ☐ No

Initial: _____

EXHIBIT "A"

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NO BOYCOTT VERIFICATION

A Texas governmental entity may not enter into a contract with a value of $100,000 or more that is to be paid wholly or partly from public funds with a company (excluding a sole proprietorship) that has 10 or more full-time employees for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel and will not boycott Israel during the term of the contract (TEX. GOV'T CODE Ch. 2271), (2) does not boycott energy companies and will not boycott energy companies during the term of the contract (TEX. GOV'T CODE Ch. 2274 effective September 1, 2021), and (3) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of the contract against a firearm entity or firearm trade association (TEX. GOV'T CODE Ch. 2274 effective September 1, 2021). Accordingly, this certification form is included to the extent required by law.

"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. TEX. GOV'T CODE §808.001(1).

"Boycott energy company" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by Paragraph (A). TEX. GOV'T CODE §809.001(1) (effective September 1, 2021).

"Discriminate against a firearm entity or firearm trade association" means, (A) with respect to the entity or association, to: (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; and (B) does not include: (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (ii) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship: (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association. TEX. GOV'T CODE §2274.001(3) (effective September 1, 2021).

By signature on the Compliance Forms Signature Page, to the extent applicable, I certify and verify that Vendor does not boycott Israel, boycott energy companies, or discriminate against a firearm entity or firearm trade association and will not do so during the term of any contract awarded under this Proposal Invitation, that this certification is true, complete and accurate, and that I am authorized by my company to make this certification.

Initial: _____

EXHIBIT "A"

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NO EXCLUDED NATION OR FOREIGN TERRORIST ORGANIZATION CERTIFICATION

Chapter 2252 of the Texas Government Code provides that a Texas governmental entity may not enter into a contract with a company engaged in active business operations with Sudan, Iran, or a foreign terrorist organization – specifically, any company identified on a list prepared and maintained by the Texas Comptroller under Texas Government Code §§806.051, 807.051, or 2252.153. (A company that the U.S. Government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition.)

By signature on the Compliance Forms Signature Page, I certify and verify that Vendor is not on the Texas Comptroller's list identified above; that this certification is true, complete and accurate; and that I am authorized by my company to make this certification.

HISTORICALLY UNDERUTILIZED BUSINESS CERTIFICATION

A Proposer that has been certified as a Historically Underutilized Business (also known as a Minority/Women Business Enterprise or "MWBE" and all referred to in this form as a "HUB") is encouraged to indicate its HUB certification status when responding to this Proposal Invitation. The BuyBoard website will indicate HUB certifications for awarded Vendors that properly indicate and document their HUB certification on this form. Please check (√) all that apply:

■ I certify that my company has been certified as a HUB in the following categories:

☐ **Minority Owned Business** ■ **Women Owned Business**
☐ **Service-Disabled Veteran Owned Business (veteran defined by 38 U.S.C. §101(2), who has a service-connected disability as defined by 38 U.S.C. § 101(16), and who has a disability rating of 20% or more as determined by the U. S. Department of Veterans Affairs or Department of Defense)**

Certification Number: WBE2001461

Name of Certifying Agency: Women's Business Enterprise National Council

☐ My company has **NOT** been certified as a HUB.

ACKNOWLEDGEMENT OF BUYBOARD TECHNICAL REQUIREMENTS

Vendor shall review the BuyBoard Technical Requirements included in this Proposal Invitation. By signature on the Compliance Forms Signature Page, the undersigned affirms that Proposer has obtained a copy of the BuyBoard Technical Requirements, has read and understands the requirements, and certifies that Vendor is able to meet and will comply with those requirements except as follows: *[List and explain BuyBoard Technical Requirements, if any, to which your company **cannot** or will **not** comply.]*

Note: In accordance with the General Terms and Conditions of the Contract, to the extent Vendor is awarded a Contract under this Proposal Invitation but is unable or unwilling to meet the applicable BuyBoard Technical Requirements, the information available on the BuyBoard for Vendor's awarded products or services may be limited, potentially placing Vendor at a disadvantage and impacting the ability of Cooperative members to search, find, review, and purchase Vendor's awarded products and services on the BuyBoard website. Further, to the extent Vendor has acknowledged ability to meet and comply with the BuyBoard Technical Requirements, any subsequent failure or refusal by Vendor to promptly provide information upon request to the Cooperative administrator in accordance with those technical requirements may be deemed an event of default under the Contract.

Initial:

WBENC
WOMEN'S BUSINESS ENTERPRISE NATIONAL COUNCIL
JOIN FORCES. SUCCEED TOGETHER.

hereby grants

National Women's Business Enterprise Certification

to

TEAM MARATHON FITNESS, INC. DBA Marathon Fitness

who has successfully met WBENC's standards as a Women's Business Enterprise (WBE).
This certification affirms the business is woman-owned, operated and controlled and is valid through the date herein.

WBENC National WBE Certification was processed and validated by Women's Business Enterprise Alliance, a WBENC Regional Partner Organization.

Certification Granted: June 18, 2020
Expiration Date: June 30, 2022
WBENC National Certification Number: WBE2001461

April Day

Authorized by April Day, President Women's Business Enterprise Alliance

WBEA

NAICS: 423910
UNSPSC: 42251608, 42251613, 49200000, 49201514, 49201606, 91101501, 91101504

Great Lakes Women's Business Council · Greater Women's Business Council · Women's Business Council Southwest · WBEC Metro NY · WBEC [illegible] · WBEC South · WBEC East · WBEC ORV · WBEC Pacific · [illegible] · WBEC West · WBEC [illegible]

EXHIBIT "A"

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CONSTRUCTION-RELATED GOODS AND SERVICES AFFIRMATION

The Cooperative issued the BuyBoard Procurement and Construction-Related Goods and Services Advisory for Texas Members ("Advisory"), which provides information specifically relevant to the procurement of construction-related goods and services by Texas Cooperative members. The Advisory, available at buyboard.com/Vendor/Resources.aspx, provides an overview of certain legal requirements that are potentially relevant to a Cooperative member's procurement of construction or construction-related goods and services, including those for projects that may involve or require architecture, engineering or independent testing services. A copy of the Advisory can also be provided upon request. Because many BuyBoard contracts include goods or installation services that might be considered construction-related, Proposer must make this Construction Related-Goods and Services Affirmation regardless of type of goods or services associated with this Proposal Invitation.

A contract awarded under this Proposal Invitation covers only the specific goods and/or services awarded by the Cooperative. As explained in the Advisory ("Advisory"), **Texas law prohibits the procurement of architecture or engineering services through a purchasing cooperative. This Proposal Invitation and any Contract awarded thereunder does not include such services. Architecture or engineering services must be procured by a Cooperative member separately, in accordance with the Professional Services Procurement Act (Chapter 2254 of the Texas Government Code) and other applicable law and local policy.**

By signature on the Compliance Forms Signature Page, Proposer affirms that Proposer has obtained a copy of the Advisory, has read and understands the Advisory, and is authorized by Proposer to make this affirmation. If Proposer sells construction-related goods or services to a Cooperative member under a Contract awarded under this Proposal Invitation, Proposer will comply with the Advisory and applicable legal requirements, make a good faith effort to make its Cooperative member customers or potential Cooperative member customers aware of such requirements, and provide a Cooperative member with a copy of the Advisory before accepting the member's Purchase Order or other agreement for construction-related goods or services.

Initial:

EXHIBIT "A"

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DEVIATION AND COMPLIANCE

If your company intends to deviate from the General Terms and Conditions, Proposal Specifications or other requirements associated with this Proposal Invitation, you MUST list all such deviations on this form, and provide complete and detailed information regarding the deviations on this form or an attachment to this form. **Prior to completing this form, Vendor shall review the General Terms and Conditions section B.4 (Deviations from Item Specifications and General Terms and Conditions). Please note that, as provided in section B.4, certain provisions of the General Terms and Conditions are NOT subject to deviation, and certain deviations will be deemed rejected without further action by the Cooperative. Any attempted deviation, whether directly or indirectly, to provisions identified in this Proposal Invitation as not subject to deviation shall be deemed rejected by the Cooperative and, unless otherwise withdrawn by Vendor, may result in Vendor's Proposal being rejected in its entirety.**

The Cooperative will consider any deviations in its contract award decision and reserves the right to accept or reject a proposal based upon any submitted deviation.

In the absence of any deviation identified and described in accordance with the above, your company must fully comply with the General Terms and Conditions, Proposal Specifications and all other requirements associated with this Proposal Invitation if awarded a Contract under this Proposal Invitation. A deviation will not be effective unless accepted by the Cooperative. The Cooperative, by and through the Cooperative administrator, may, in its sole discretion, seek clarification from and/or communicate with Proposer(s) regarding any submitted deviation, consistent with general procurement principles of fair competition. The Cooperative reserves the right to accept or reject a Proposal based upon any submitted deviation.

Please check (√) one of the following:

☐ **No**; Deviations
☒ **Yes**; Deviations

List and fully explain any deviations you are submitting:

Most strength equipment or custom painted units require greater than 10 days to deliver.

Please reference Marathon Fitness order entry and delivery terms and conditions for terms.

Please also reference page 21 of proposal, Edgar vendor certification #2, for termination Clause.

It is not possible in every instances to pass termination on such short notice.

Information presented by the Vendor has been accepted by BuyBoard.

Connie W Burkett, CTSBO
Director - Cooperative Operations

Initial: _____

EXHIBIT "A"

Marathon Fitness

Important Terms and Conditions of Purchase 2021 Buyboard of Texas

Please review these important terms and conditions regarding your order, equipment and delivery.

Order Entry

Each fitness center layout and design is unique in size, color and quantity and your facility is no different. The majority of your fitness machines are specially manufactured to meet your specifications and colors and therefore not suitable for resale in the ordinary course of business. We cannot accept order cancellations on any custom orders after 48 hours of order placement. Therefore, once your order has been placed with your Marathon Fitness representative and terms of approved form of payment has been authorized, your order may not be cancelled and you become obligated to purchase the equipment ordered. The client may request Marathon Fitness to change orders; however, client may not cancel the order. Marathon Fitness reserves the right to agree to or decline any requested changes due to availability of materials or for any other reason. Certain special order colors of frame, may require a minimum 50% non-refundable deposit due an order at the time your written signed order is placed. The dollar amount of this deposit is based on the pre-tax product total of the merchandise (not including promotional discounts or credits). The vast majority of BuyBoard clients are approved net 30 with standardized product selections. Attractive lease rates are also available through Marathon Fitness with the option of fixed, guaranteed buyback schedules at 3, 4 and 5 year terms.

Storage, Freight Charges and Transportation

For your organization to receive the freight and install quote as originally estimated and confirmed in your order, it is important to stay on schedule with our team. In the event your organization does not accept delivery within 14 days of the appointed time, we will require customers to arrange to store the equipment and to pay the balance due per the agreed-upon-payment terms at the time of order regardless of estimated future delivery date. Marathon can assist in arranging for the storage of your equipment due to delays for a nominal fee for those deliveries which cannot be accepted within the agreed-upon-acceptance date.

Please discuss storage solutions as soon as you learn that the agreed-upon-installation date has been delayed past the original agreed date. Our staff will do everything possible to insure the lowest cost alternative to solve your construction/remodeling delays for the installation of your fitness center equipment. All rates will be agreed upon and executed in writing (requires signature and payment terms). Rates will vary according to size of order and duration of storage contract (minimum one-week storage rates apply).

Construction and remodeling of spaces can lead to unforeseen delays in receiving your equipment. In the event you request to change the original installation/delivery date and your equipment has already shipped from our warehouse or is in transit to your center, additional freight charges may be assessed to reroute your equipment to the nearest storage center. We have many distribution centers throughout the United States and every effort will be made to accommodate special needs. However, there will be a charge to unload, store, and arrange transportation for the second attempt when your space is ready.

EXHIBIT "A"

Delivery & Site Considerations

To ensure a safe and efficient installation we must be the very last skilled trade team in the room. Also to insure that our install team can safely enter the property and room we must confirm all the following items are completed:

a. Parking area and sidewalks areas completely finished and paved.
b. The building entrance and hallway routes clear of other trades.
c. Area from entrance to fitness center clear of debris and other trades; fitness area clear of debris and cleaned.
d. Flooring installed, swept and mopped cleaned.
e. Painting completed.
f. Electrical and if applicable TV coax, Internet data cables and connectors installed and operable. See attached for the electrical, data and cable requirements.

If our delivery team arrives on site on the agreed upon day and is unable to deliver due to construction or contractor delays, additional handling, storage and trip fees will be assessed. The definition of "Delays" at the jobsite can include but is not limited to:

- Other contractors working in delivery space (hallways, sidewalks, fitness room) impeding our ability to install and causing unplanned overtime.
- The fitness room floor is not ready, or paved sidewalk or hallways leading to the fitness center not ready. Elevator not ready (if applicable).
- Electrical, data, and cable signal not functioning to set up TV's and Web Applications (if applicable).
- No customer representative legally responsible for project to sign and accept equipment so that it is secure in the room once installed.

Floor Plans

If you have taken advantage of our team's design service to provide a floor plan, congratulations on selecting the industry's most experienced design and installation staff. If your purchase included inside delivery and installation (optional cost), our install team's obligation is to set in place per the floor plan the equipment. Given the heavy lifting, skilled labor, and time required we do reserve the right to charge additional labor at our prevailing rate of $85/hour per man hour for the following:

- At the time of installation, if you request our teams help to reorganize or extract existing fitness equipment.
- Attempt to move or relocate the agreed upon fitness center layout to an alternative plan not previously part of original design.
- If our installation team is not able to park the delivery truck within 100' of your entrance, you may be charged for a "long carry".
- In other instances, because of low hanging tree branches or narrow streets, the delivery truck is not able to come within a distance normal for carrying goods to or from the van. When this happens, a "shuttle service" may be required. Shuttle services involve loading or unloading your equipment into a smaller vehicle and then transporting them to your location. This service requires an additional charge. We make every effort with the "Site Survey" form we collect to identify these contingencies, however if they are not clearly identified in advance and included in your freight and installation estimates our prevailing rates apply.
- We must be notified in writing at least seven (7) business days in advance of your organization's requirements for special equipment or specialized personal protection equipment (PPE), for example hard hats, steel-toed boots, etc. Additionally, seven business (21) days in advance of your delivery we must be notified in writing of any special safety classes or specialized safety orientations required by your organization.

EXHIBIT "A"

Returns

No merchandise may be returned to Marathon Fitness without our written consent. Unauthorized returns will not be accepted and will be refused or returned freight collect. Marathon is under no obligation to authorize any return even if Buyer has noticed Seller of a return in writing. Notwithstanding the foregoing, the manufacturer's warranty shall continue in effect for damaged merchandise or merchandise that does not work properly. Please see the schedule of parts and/or labor applicable to the manufacturer's warranty attached to these terms and conditions.

Force Majeure

Seller shall not be liable for any failure to perform its obligations hereunder where such failure results from any cause beyond Seller's reasonable control, including, without limitation, mechanical, electronic, communications failure, degradation, or delays caused by Buyer. Seller is not responsible or liable for delay resulting from, or contributed to by fire, embargo, strike, differences with workmen, acts of God, war, or the adoption or enactment of any law, ordinance, regulation, ruling or order which delays production or delivery. Seller is not responsible for delays in materials, failures in transportation or any other circumstances beyond Seller's control. In the event that any one or more deliveries of materials or labor are suspended or delayed, Buyer agrees that shipping and delivery of merchandise is deferred but not cancelled.

Security Interest and Buyer's Insurance

Seller shall have a security interest in all merchandise purchased hereunder until Seller has received payment in full and Buyer shall assume full risk of loss or damage upon Buyer's receipt of such merchandise. Buyer shall insure all merchandise purchased hereunder to the full value of such merchandise and shall include Seller as an additional insured thereunder.

Corporate Communications

Marathon Fitness
P.O. Box 17705
Sugar Land TX 77496
Tel: 800.391.9496
Email: Paul@MarathonFitness.com
Attn: Paul Croegaert, VP

EXHIBIT "A"

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VENDOR CONSENT FOR NAME BRAND USE

BuyBoard members seeking to make purchases using a Contract awarded under this Proposal Invitation may view information regarding awarded Vendors, including but not limited to product catalogs, pricelists, pricing, and Proposals, through the BuyBoard website. To improve and enhance the experience of BuyBoard members seeking to procure goods and services under the Contract utilizing the BuyBoard website, any Vendor logo, product images, and similar brand and trademark information provided by Vendor for purposes of the Contract ("Vendor Information") may be posted on the BuyBoard website.

You acknowledge that, by submitting your Proposal, unless you specifically opt out below, you consent to use of your company's Vendor Information on the BuyBoard website if awarded a Contract. You further acknowledge that whether, where, and when to include the Vendor Information on the BuyBoard website shall be at the sole discretion of the BuyBoard Administrator. Vendor retains, however, the right of general quality control over the BuyBoard Administrator's authorized display of proprietary Vendor Information. Neither the BuyBoard nor its administrator will be responsible for the use or distribution of Vendor Information by BuyBoard members or any other third party using the BuyBoard website. This Vendor Consent shall be effective for the full term of the Contract, including renewals, unless Vendor provides a signed, written notice revoking consent to contractadmin@buyboard.com. BuyBoard shall have up to thirty days from the date of receipt of a termination or revocation of a Vendor Consent to remove Vendor information from the BuyBoard website.

This Vendor Consent is subject to the Terms and Conditions of the Contract, including, but not limited to, those terms pertaining to Disclaimer of Warranty and Limitation of Liability, Indemnification, and Intellectual Property Infringement.

Vendor logo files must be submitted in one of the formats set forth in the BuyBoard Technical Requirements. Proposers are requested to submit this information with Vendor's Proposal. (This consent shall not authorize use of your company's Vendor Information by BuyBoard if your company is not awarded a Contract.)

OPT OUT:

If your company wishes to opt out of the Vendor Consent for Name Brand Use, you must check the opt out box below. ***DO NOT select this box unless your company is opting out of this Vendor Consent for Name Brand Use.***

☐ By checking this box, Vendor hereby declines to provide consent for use of Vendor Information (as defined herein) on the BuyBoard website. **By opting out, Vendor acknowledges and agrees that, if Vendor is awarded a Contract under this Proposal Invitation, information available on the BuyBoard for Vendor's awarded products or services may be limited, potentially placing Vendor at a disadvantage and impacting the ability of Cooperative members to search, find, review, and purchase Vendor's awarded products and services on the BuyBoard website.**

Initial: _____

EXHIBIT "A"

BuyBoard PURCHASING COOPERATIVE

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CONFIDENTIAL/PROPRIETARY INFORMATION

A. Public Disclosure Laws

All Proposals, forms, documentation, catalogs, pricelists, or other materials submitted by Vendor to the Cooperative in response to this Proposal Invitation, may be subject to the disclosure requirements of the Texas Public Information Act (Texas Government Code chapter 552.001, *et. seq.*) or similar disclosure law. Proposer must clearly identify on this form any information in its Proposal (including forms, documentation, or other materials submitted with the Proposal) that Proposer considers proprietary or confidential. If Proposer fails to properly identify the information, the Cooperative shall have no obligation to notify Vendor or seek protection of such information from public disclosure should a member of the public or other third party request access to the information under the Texas Public Information Act or similar disclosure law. When required by the Texas Public Information Act or other disclosure law, Proposer may be notified of any third-party request for information in a Proposal that Proposer has identified in this form as proprietary or confidential.

Does your Proposal (including forms, documentation, catalogs, pricelists, or other materials submitted with the Proposal) contain information which Vendor considers proprietary or confidential?

Please check (√) one of the following:

☒ **NO**, I certify that none of the information included with this Proposal is considered confidential or proprietary.

☐ **YES**, I certify that this Proposal contains information considered confidential or proprietary and all such information is specifically identified on this form.

If you responded "YES", you must clearly identify below the specific information you consider confidential or proprietary. List each page number, form number, or other information sufficient to make the information readily identifiable. The Cooperative and Cooperative administrator shall not be responsible for a Proposer's failure to clearly identify information considered confidential or proprietary. Further, by submitting a Proposal, Proposer acknowledges that the Cooperative and Cooperative administrator will disclose information when required by law, even if such information has been identified herein as information Vendor considers confidential or proprietary.

Confidential / Proprietary Information:

We will not disclose any of your members' purchase histories unless you request it to be public.

(Attach additional sheets if needed.)

Initial:

EXHIBIT "A"

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B. Copyright Information

Does your Proposal (including forms, documentation, pricelists, catalogs, or other materials submitted with the Proposal) contain copyright information?

Please check (√) one of the following:

☒ **NO,** Proposal (including forms, documentation, pricelists, catalogs, or other materials submitted with the Proposal) does not contain copyright information.

☐ **YES,** Proposal (including forms, documentation, pricelists, catalogs, or other materials submitted with the Proposal) does contain copyright information.

If you responded "YES", clearly identify below the specific documents or pages containing copyright information.

Copyright Information: _____

_____

_____

(Attach additional sheets if needed.)

C. Consent to Release Confidential/Proprietary/Copyright Information to BuyBoard Members

BuyBoard members (Cooperative and nonprofit members) seeking to make purchases through the BuyBoard may wish to view information included in the Proposals of awarded Vendors. If you identified information on this form as confidential, proprietary, or subject to copyright, and you are awarded a BuyBoard contract, your acceptance of the BuyBoard contract award constitutes your consent to the disclosure of such information to BuyBoard members, including posting of such information on the secure BuyBoard website for members. Note: Neither the Cooperative nor Cooperative administrator will be responsible for the use or distribution of information by BuyBoard members or any other party.

D. Consent to Release Proposal Tabulation

Notwithstanding anything in this Confidential/Proprietary Information form to the contrary, by submitting a Proposal, Vendor consents and agrees that, upon Contract award, the Cooperative may publicly release, including posting on the public BuyBoard website, a copy of the proposal tabulation and award information for the Contract including Vendor name; proposed catalog/pricelist name(s); proposed percentage discount(s), hourly labor rate(s), or other specified pricing; and Vendor award or non-award information.

Initial: _____

EXHIBIT "A"

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EDGAR VENDOR CERTIFICATION

(2 CFR Part 200 and Appendix II)

When a Cooperative member seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200 (sometimes referred to as the "Uniform Guidance" or new "EDGAR"). All Vendors submitting a Proposal must complete this EDGAR Certification Form regarding Vendor's willingness and ability to comply with certain requirements which *may* be applicable to specific Cooperative member purchases using federal grant funds. Completed forms will be made available to Cooperative members for their use while considering their purchasing options when using federal grant funds. Cooperative members may also require Vendors to enter into ancillary agreements, in addition to the terms and conditions of the BuyBoard contract, to address the member's specific contractual needs, including contract requirements for a procurement using federal grants or contracts.

For each of the items below, Vendor should certify Vendor's agreement and ability to comply, where applicable, by having Vendor's authorized representative check the applicable boxes, initial each page, and sign the Compliance Forms Signature Page. If you fail to complete any item in this form, the Cooperative will consider and may list the Vendor's response on the BuyBoard as "NO," the Vendor is unable or unwilling to comply. A "NO" response to any of the items may, if applicable, impact the ability of a Cooperative member to purchase from the Vendor using federal funds.

1. Vendor Violation or Breach of Contract Terms:

Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 USC 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Provisions regarding Vendor default are included in the BuyBoard General Terms and Conditions, including Section E.18, Remedies for Default and Termination of Contract. Any Contract award will be subject to such BuyBoard General Terms and Conditions, as well as any additional terms and conditions in any Purchase Order or Cooperative member ancillary contract agreed upon by Vendor and the Cooperative member which must be consistent with and protect the Cooperative member at least to the same extent as the BuyBoard Terms and Conditions. The remedies under the Contract are in addition to any other remedies that may be available under law or in equity. By submitting a Proposal, you agree to these Vendor violation and breach of contract terms.

■ **YES**, I agree. ☐ **NO**, I do not agree.

2. Termination for Cause or Convenience:

For any Cooperative member purchase or contract in excess of $10,000 made using federal funds, you agree that the following term and condition shall apply:

The Cooperative member may terminate or cancel any Purchase Order under this Contract at any time, with or without cause, by providing seven (7) business days advance written notice to the Vendor. If this Agreement is terminated in accordance with this Paragraph, the Cooperative member shall only be required to pay Vendor for goods or services delivered to the Cooperative member prior to the termination and not otherwise returned in accordance with Vendor's return policy. If the Cooperative member has paid Vendor for goods or services not yet provided as of the date of termination, Vendor shall immediately refund such payment(s).

If an alternate provision for termination of a Cooperative member purchase for cause and convenience, including the manner by which it will be effected and the basis for settlement, is included in the Cooperative member's Purchase Order or ancillary agreement agreed to by the Vendor, the Cooperative member's provision shall control.

☐ **YES**, I agree. ■ **NO**, I do not agree. **Initial:**

EXHIBIT "A"

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3. Equal Employment Opportunity:

Except as otherwise provided under 41 CFR Part 60, all Cooperative member purchases or contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Vendor agrees that such provision applies to any Cooperative member purchase or contract that meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 and Vendor agrees that it shall comply with such provision.

■ **YES**, I agree. ☐ **NO**, I do not agree.

4. Davis-Bacon Act:

When required by Federal program legislation, Vendor agrees that, for all Cooperative member prime construction contracts/purchases in excess of $2,000, Vendor shall comply with the Davis-Bacon Act (40 USC 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, Vendor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determinate made by the Secretary of Labor. In addition, Vendor shall pay wages not less than once a week.

Current prevailing wage determinations issued by the Department of Labor are available at beta.sam.gov. Vendor agrees that, for any purchase to which this requirement applies, the award of the purchase to the Vendor is conditioned upon Vendor's acceptance of the wage determination.

Vendor further agrees that it shall also comply with the Copeland "Anti-Kickback" Act (40 USC 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

■ **YES**, I agree. ☐ **NO**, I do not agree.

5. Contract Work Hours and Safety Standards Act:

Where applicable, for all Cooperative member contracts or purchases in excess of $100,000 that involve the employment of mechanics or laborers, Vendor agrees to comply with 40 USC 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 USC 3702 of the Act, Vendor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

The requirements of 40 USC 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

■ **YES**, I agree. ☐ **NO**, I do not agree.

Initial:

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6. Right to Inventions Made Under a Contract or Agreement:
If the Cooperative member's Federal award meets the definition of "funding agreement" under 37 CFR 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance or experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Vendor agrees to comply with the above requirements when applicable.

■ **YES**, I agree. ☐ **NO**, I do not agree.

7. Clean Air Act and Federal Water Pollution Control Act:
Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act (33 USC 1251-1387), as amended – Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act, as amended (33 USC 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

When required, Vendor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act.

■ **YES**, I agree. ☐ **NO**, I do not agree.

8. Debarment and Suspension:
Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3 CFR Part 1989 Comp. p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Vendor certifies that Vendor is not currently listed on the government-wide exclusions in SAM, is not debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor further agrees to immediately notify the Cooperative and all Cooperative members with pending purchases or seeking to purchase from Vendor if Vendor is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549.

■ **YES**, I agree. ☐ **NO**, I do not agree.

9. Byrd Anti-Lobbying Amendment:
Byrd Anti-Lobbying Amendment (31 USC 1352) - Vendors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. As applicable, Vendor agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352).

■ **YES**, I agree. ☐ **NO**, I do not agree.

Initial: _____

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10. Procurement of Recovered Materials:
For Cooperative member purchases utilizing Federal funds, Vendor agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certifications as a Cooperative member may require to confirm estimates and otherwise comply. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery, and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

■ **YES**, I agree. ☐ **NO**, I do not agree.

11. Domestic Preferences for Procurements:
Where appropriate and consistent with law, 2 CFR §200.322 contains certain considerations for domestic preferences for procurements which may be applicable to Cooperative members using federal funds. When required by a Cooperative member, Vendor agrees to provide such information or certification as may reasonably be requested by the Cooperative member regarding Vendor's products, including whether goods, products, or materials are produced in the United States.

■ **YES**, I agree. ☐ **NO**, I do not agree.

12. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment
2 CFR §200.216 prohibits expending federal loan or grant funds to procure or obtain certain telecommunications and video surveillance services or equipment. To the extent applicable and when required by a Cooperative member, Vendor agrees to provide such information or certification as may reasonably be requested by the Cooperative member to confirm whether any telecommunications or video surveillance services or equipment provided by Vendor is covered equipment or covered services under 2 CFR §200.216.

■ **YES**, I agree. ☐ **NO**, I do not agree.

13. Profit as a Separate Element of Price:
For purchases using federal funds in excess of the Simplified Acquisition Threshold, a Cooperative member may be required to negotiate profit as a separate element of the price. See, 2 CFR 200.324(b). When required by a Cooperative member, Vendor agrees to provide information and negotiate with the Cooperative member regarding profit as a separate element of the price for a particular purchase. However, Vendor agrees that the total price, including profit, charged by Vendor to the Cooperative member shall not exceed the awarded pricing, including any applicable discount, under Vendor's Cooperative Contract.

■ **YES**, I agree. ☐ **NO**, I do not agree.

14. General Compliance and Cooperation with Cooperative Members:
In addition to the foregoing specific requirements, Vendor agrees, in accepting any Purchase Order from a Cooperative member, it shall make a good faith effort to work with Cooperative members to provide such information and to satisfy such requirements as may apply to a particular Cooperative member purchase or purchases including, but not limited to, applicable recordkeeping and record retention requirements.

■ **YES**, I agree. ☐ **NO**, I do not agree.

Initial: _____

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COMPLIANCE FORMS SIGNATURE PAGE

By initialing pages and by signature below, I certify that I have reviewed the following forms; that the information provided therein is true, complete, and accurate; and that I am authorized by my company to make all certifications, consents, acknowledgements, and agreements contained herein:

- Proposal Acknowledgements
- Felony Conviction Disclosure
- Debarment Certification
- Resident/Nonresident Certification
- Vendor Employment Certification
- No Boycott Verification
- No Excluded Nation or Foreign Terrorist Organization Certification
- Historically Underutilized Business Certification
- Construction-Related Goods and Services Affirmation
- Acknowledgement of BuyBoard Technical Requirements
- Deviation and Compliance
- Vendor Consent for Name Brand Use
- Confidential/Proprietary Information
- EDGAR Vendor Certification

Team Marathon Fitness, Inc.
Company Name

Signature of Authorized Company Official

Paul Croegaert - Vice President
Printed Name and Title

10.20.2021
Date

EXHIBIT "A"

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PROPOSAL FORMS PART 2: VENDOR INFORMATION FORMS

INSTRUCTIONS:

Proposer must completely and accurately provide all information requested in the following Vendor Information Forms or your Proposal may be rejected as non-responsive:

- Vendor Business Name
- Vendor Contact Information
- Federal and State/Purchasing Cooperative Experience
- Governmental References
- Company Profile
- Texas Regional Service Designation
- State Service Designation
- National Purchasing Cooperative Vendor Award Agreement *(Vendors serving outside Texas only)*
- Local/Authorized Seller Listings
- Manufacturer Dealer Designation
- Proposal Invitation Questionnaire
- Vendor Request to Self-Report BuyBoard Purchases *(Optional)*

To the extent any information requested is not applicable to your company, you must so indicate on the form.

VENDOR BUSINESS NAME

By submitting a Proposal, Vendor is seeking to enter into a legal contract with the Cooperative. As such, Vendor must be an individual or legal business entity capable of entering into a binding contract.

Name of Proposing Company: Team Marathon Fitness, Inc.

*(List the **legal** name of the company seeking to contract with the Cooperative. Do NOT list an assumed name, dba, aka, etc. here. Such information may be provided below. If you are submitting a joint proposal with another entity to provide the same proposed goods or services, each submitting entity should complete a separate vendor information form. Separately operating legal business entities, even if affiliated entities, which propose to provide goods or services separately must submit their own Proposals.)*

Please check (√) one of the following:

Type of Business: ☐ Individual/Sole Proprietor ■ Corporation ☐ Limited Liability Company ☐ Partnership

☐ Other (Specify: _____)

State of Incorporation (if applicable): Texas

Federal Employer Identification Number: 68-0544664

(Vendor must include a completed IRS W-9 form with their Proposal)

Name by which Vendor, if awarded, wishes to be identified on the BuyBoard: *(Note: If different than the Name of Proposing Company listed above, only valid trade names (dba, aka, etc.) of the Proposing Company may be used and a copy of your Assumed Name Certificate(s), if applicable, must be attached.)*

(DBA) Marathon Fitness

EXHIBIT "A"

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Team Marathon Fitness, Inc.

2 Business name/disregarded entity name, if different from above
Marathon Fitness

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☑ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
P.O. Box 17705

Requester's name and address (optional)

6 City, state, and ZIP code
Sugar Land, TX 77496

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
[ ][ ][ ] - [ ][ ] - [ ][ ][ ][ ]

or

Employer identification number
6 8 - 0 5 4 4 6 6 4

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ _____ Date ▶ 01.01.2021

General Instructions

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

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

Cat. No. 10231X Form **W-9** (Rev. 10-2018)

EXHIBIT "A"

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VENDOR CONTACT INFORMATION

Vendor shall provide the requested Vendor Contact Information in the electronic proposal submission system including contract, purchase order, RFQ, and invoice contacts (or, if submitting a hard copy Proposal, timely request and complete the Vendor Contact Information form in accordance with the Instructions to Proposers).

FEDERAL AND STATE/PURCHASING COOPERATIVE EXPERIENCE

The Cooperative strives to provide Cooperative members with the best services and products at the best prices available from Vendors with the technical resources and ability to serve Cooperative members. Please respond to the following questions.

1. Provide the dollar value of sales to or through purchasing cooperatives at or based on an established catalog or market price during the previous 12-month period or the last fiscal year: $ 2,128,905.50. (The period of the 12-month period is Jan 2020 / Dec 2020). In the event that a dollar value is not an appropriate measure of the sales, provide and describe your own measure of the sales of the item(s).

2. By submitting a proposal, you agree that, based on your written discounting policies, the discounts you offer the Cooperative are equal to or better than the best price you offer other purchasing cooperatives for the same items under equivalent circumstances.

3. Provide the information requested below for other purchasing cooperatives for which Proposer currently serves, or in the past has served, as an awarded vendor. Rows should be added to accommodate as many purchasing cooperatives as required.

PURCHASING GROUP	CURRENT VENDOR? (Y/N)	FORMER VENDOR (Y/N)? – IF YES, LIST YEARS AS VENDOR	AWARDED COMMODITY CATEGORY(IES)
1. Federal General Services Administration	No		
2. T-PASS (State of Texas)	No		
3. OMNIA Partners	No		
4. Sourcewell (NJPA)	Yes		
5. E&I Cooperative	No		
6. Houston-Galveston Area Council (HGAC)	No		
7. Choice Partners	No		
8. The Interlocal Purchasing System (TIPS)	No		
9. Other			

☒ **MY COMPANY DOES NOT CURRENTLY HAVE ANY OF THE ABOVE OR SIMILAR TYPE CONTRACTS.**

CURRENT BUYBOARD VENDORS

If you are a current BuyBoard vendor in the same contract category as proposed in this Proposal Invitation, indicate the discount for your current BuyBoard contract and the proposed discount in this Proposal. Explain any difference between your current and proposed discounts.

Current Discount (%): 15-30 **Proposed Discount (%):** 15-30

Explanation: Same discounted price structure which has successfully served Buyboard members over the last 10 years.

EXHIBIT "A"

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GOVERNMENTAL REFERENCES

For your Proposal to be considered, you must supply a minimum of five (5) individual governmental entity references. The Cooperative may contact any and all references provided as part of the Proposal evaluation. Provide the information requested below, including the existing pricing/discounts you offer each customer. The Cooperative may determine whether pricing/discounts are fair and reasonable by comparing pricing/discounts stated in your Proposal with the pricing/discounts you offer other governmental customers. Attach additional pages if necessary.

	Entity Name	Contact	Phone#	Email Address	Discount	Quantity/ Volume
1.	City of Houston Parks & Rec	Shadston Pittman	713.591.4041	shadston.pittman@houstontx.gov		$130,000.00
2.	City of Garland	Albert Montero	972.205.2758	amontero@ci.garland.tx.us		$250,000.00
3.	City of Frisco	Bennett Sparks	972.292.6633	bsparks@friscotx.gov		$150,000.00
4.	Georgetown PARD	Robert Gaylor	512.931.7654	robert.gaylor@georgetown.org		$22,000.00
5.	Round Rock PARD	Kelly Gaydos	512.671.2797	kgaydos@roundrocktexas.gov		$18,000.00

Do you ever modify your written policies or standard governmental sales practices as identified in the above chart to give better discounts (lower pricing) than indicated? **YES** ■ **NO** ☐ If YES, please explain:

Out of box demo units; showroom models or discountinued factory models.

COMPANY PROFILE

Information on awarded Cooperative Contracts is available to Cooperative Members on the BuyBoard website. If your company is awarded a Contract under this Proposal Invitation, please provide a brief company description that you would like to have included with your company profile on the BuyBoard website. **Submit your company profile in a separate file, in Word format, with your Proposal**. (Note: Vendor is solely responsible for any content provided for inclusion on the BuyBoard website. The Cooperative reserves the right to exclude or remove any content in its sole discretion, with or without prior notice, including but not limited to any content deemed by the Cooperative to be inappropriate, irrelevant to the Contract, inaccurate, or misleading.)

EXHIBIT "A"

EXECUTIVE SUMMARY & QUALIFICATIONS

Marathon Fitness™
Fitness Center Specialists

Buyboard RFP 665-22

Marathon Fitness is eager and qualified to assist the Buyboard members design and equip world class facilities for Fitness, Exercise and Athletic Performance. Through extensive industry knowledge, considerable experience and an unparalleled commitment to customer service, Marathon Fitness will exceed all expectations and deliver an outstanding fitness facility design and working relationship throughout.

Goals

Marathon Fitness will consult on the project in such a way as to accomplish the following goals:

- Deliver an outstanding designs and equipment by our Degreed and Certified Fitness pros with highly responsive model. We employ our own field technicians in Dallas, San Antonio, Austin and Houston.
- Design facilities that are focused on creating value and encourages high volume usage by the population in each location.
- Assist in avoiding common pitfalls and mistakes of fitness facility design.
- Secure the highest quality fitness equipment that meets the needs of the demographics.
- Design an environment that exceeds the competitive profile in each respective geographic area.
- Implement and maintain service model with 24-48-hour response time to service request to onsite technician visit (through our proven business model and customer base). We have over 1,200 customers throughout Texas

Solution

Marathon Fitness will meet extensively with your Members to determine the final design goal and needs for athletics, first responders and education. Through an extensive Q&A session, we will gather the information needed to make recommendations that will assure the Buyboard members will receive a center that will far exceed their expectations.

EXHIBIT "A"

Content

In the upcoming pages you will find the following information:

- History & Values
- Project Overview
  - Schematic Design
  - Design Development
  - Construction Management
  - Branding, Marketing & Grand Opening
  - Operational Set-up

HISTORY & VALUES

Based in Houston, Marathon Fitness was created from Christa Davis and Paul Croegaert's passion for the industry and desire to help organizations from all walks reach their full potential.

Christa and Paul's staff are experts at fitness center design and has secured many contracts for the states most talked about fitness centers in Texas for consultative design and fulfillment. Some clients include BP, Conoco, Shell, Technip, Hines Corporation, Stream Realty, University of Houston, Stephen F. Austin, Texas A & M University, University of Houston, Alliance Residential, Streelights Residential, MD Anderson Cancer Center, Lamar University, Texas A & M Prairie View and Newfield Exploration to name a few. More recently, their company has assisted Wood Partners, Whole Foods, Dropbox, Intel, Dallas Country Club, Royal Oaks Country Club (Dallas), Sweetwater Country Club, Carlton Woods Country Club, Lake Austin Spa and South Shore Harbor to name a few.

Today Marathon Fitness has grown to become one of the 5 largest distributors of commercial fitness products in North America, with points of distribution in Houston, Dallas, Phoenix, Austin, and San Antonio. There are 54 full time employees operating in all facets of the customer fulfillment cycle: Inventory Management, Sales, Delivery, Field Service, Customer Care, Transportation and Accounting.

EXHIBIT "A"

Marathon Fitness clients include upscale Universities, corporate fitness centers, wellness centers, luxury condos/apartments and country clubs. We are most proud of our reputation, references and 5 Star Facebook rating.

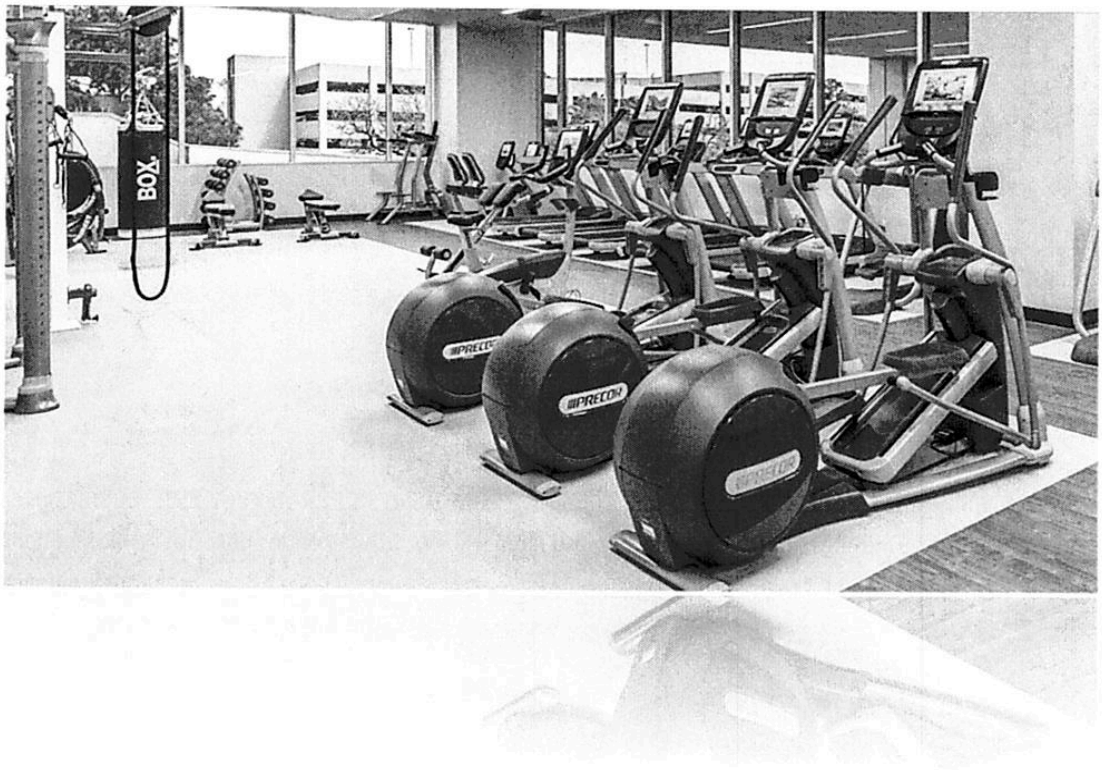

EXHIBIT "A"

PROJECT OVERVIEW

Schematic Design

- Establish a square footage requirement
- Design a basic layout of the wellness center to ADA and ACSM Standards
- Provide a comprehensive operating budget and equipment start up budget
- Main entrance near the locker rooms, wide door with small lounge area
- Front desk near the entrance (if staffed)
- Locker room entrance: no sight line, separate wet and dry area, locker placement
- Suggested and recommended storage, janitorial closet, laundry area, and towel drop (if needed)
- Lighting, Fan placement and Mirror placement
- Equipment selection with placement (equipment layout with ADA, traffic flow, and current trends)
- Power, data, and cable plan for fitness equipment as needed
- Break room and office (if staffed)
- AV plan with closet (virtual trainer, cardio, separate zones)
- Drinking fountain selection and placement
- Cinematic Projected Fitness (virtual trainer) power and data plan

Design Development

- Finishes Selection (find finishes that are easily maintained)
- Flooring selection (main gym, group ex, locker rooms, entry)
- Convenience TV and Fan selection and locations
- Locker selection, inside configuration, lock selection, interior and exterior finishes (if needed)
- Card reader placement (if applicable)
- Front desk, locker room, and towel drop & storage suggestions (if needed)

Construction Management

- Participate in construction meetings
- Follow construction timeline to accurately schedule delivery installation
- Review AV plans and documents
- Provide necessary design information and clarifications all in AutoCad format

EXHIBIT "A"

Branding, Marketing and Programs (Optional)

- Create a branded wellness center name and logo for the fitness center (optional)
- Schedule prospective members for a tour of the fitness center
- Create a list for cleaning duties for day staff and night staff
- Create and distribute electronic liability waiver and/or membership agreement
- Create group ex schedule
- Create custom branded app for the fitness center that allows members to sign up for classes
- Purchase all supplies and set up for operations (paper products, cleaning products, towels, and other supplies)
- Manage grand opening events
- Transition daily operations to staff

Operational Set-up & Grand Opening (optional)

- Create operations manuals for all departments
- Set up video-based platform for products
- Create facility mission statement
- Train all staff
- Set staff schedules
- Create a marketing plan
- Train staff to promote tours for prospective students
- Market for and sale pre-opening
- Manage and continue training staff through the first 30-90 days of opening

EXHIBIT "A"

CORE VALUES

Customer Service Excellence

We are dedicated to satisfying customer needs and honoring commitments that we have made to them through extraordinary service.

Teamwork

We are committed to a work environment where every employee is a valued team member, treated with respect, encouraged to contribute and recognized and rewarded for his or her efforts.

Passion for Results

We show pride, enthusiasm and dedication in everything that we do. We are committed to selling and delivering high quality products and services.

Balance

We are flexible, helping team members strike a healthy work and life balance.

Integrity

We act with honesty and inspire trust by saying what we mean, matching our behaviors to our words and taking responsibility for our actions.

Open Communication

All team members are empowered to take the initiative to do what's right.

Community & Environment

We strive to help the communities where we work and live. We are concerned about the environment and promote the use of recyclable products and practices.

EXHIBIT "A"

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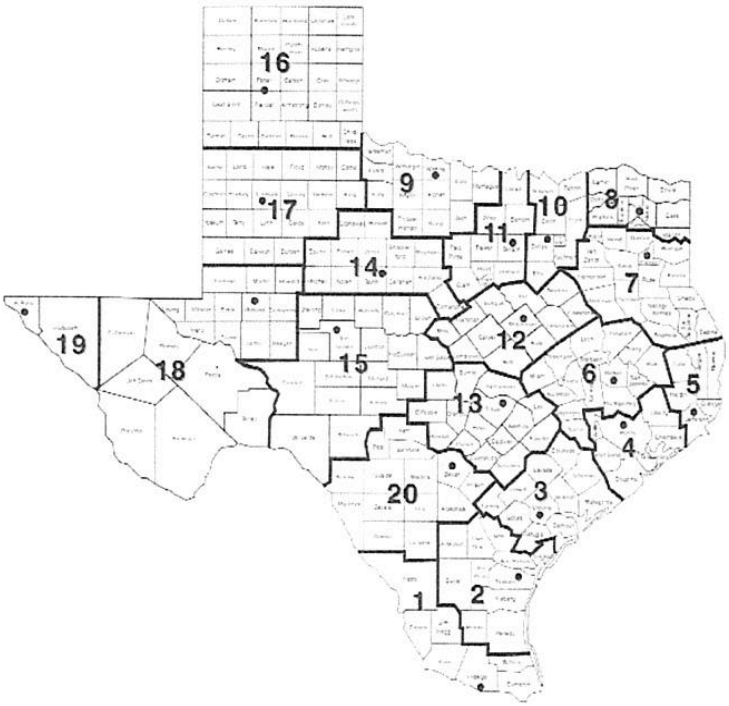
TEXAS REGIONAL SERVICE DESIGNATION

This form must be completed in the electronic proposal submission system (or, if submitting a hard copy Proposal, timely request and complete the form in accordance with the Instructions to Proposers).

The Cooperative (referred to as "Texas Cooperative" in this form and in the State Service Designation form) offers vendors the opportunity to service its members throughout the entire State of Texas. In the electronic proposal submission system, you must indicate if you will service Texas Cooperative members statewide or, if you do not plan to service all Texas Cooperative members statewide, you **must** indicate the specific regions you will service. If you propose to serve different regions for different products or services included in your Proposal, you must complete and submit a separate Texas Regional Service Designation form for each group of products and clearly indicate the products or services to which the designation applies. **(Additional forms can be obtained by contacting** bids@buyboard.com at least five (5) business days prior to the Proposal Due Date.) ***By designating a region or regions, you are certifying that you are authorized and willing to provide the proposed products and services in those regions. Designating regions in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your Proposal or, if awarded, termination of your Contract.*** Additionally, if you do not plan to service Texas Cooperative members (i.e., if you will service only states other than Texas), you must so indicate on the form in the electronic proposal submission system.

Regional Education Service Centers



Region and Headquarters

1 Edinburg
2 Corpus Christi
3 Victoria
4 Houston
5 Beaumont
6 Huntsville
7 Kilgore
8 Mount Pleasant
9 Wichita Falls
10 Richardson
11 Fort Worth
12 Waco
13 Austin
14 Abilene
15 San Angelo
16 Amarillo
17 Lubbock
18 Midland
19 El Paso
20 San Antonio

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STATE SERVICE DESIGNATION

This form must be completed in the electronic proposal submission system (or, if submitting a hard copy Proposal, timely request and complete the in accordance with the Instructions to Proposers).

As set forth in the Proposal Invitation, it is the Cooperative's intent that other governmental entities in the United States have the opportunity to purchase goods or services awarded under the Contract, subject to applicable state law, through a piggy-back award or similar agreement through the National Purchasing Cooperative BuyBoard. If you plan to service the entire United States or only specific states, you must complete the State Service Designation information in the electronic proposal submission system. *(Note: If you plan to service Texas Cooperative members, be sure that you complete the Texas Regional Service Designation form.)* ***In addition to this form, to be considered for a piggy-back award by the National Purchasing Cooperative, you must have an authorized representative sign the National Purchasing Cooperative Vendor Award Agreement that follows this page.***

If you serve different states for different products or services included in your Proposal, you must complete and submit a separate State Service Designation form for each group of products and clearly indicate the products or services to which the designation applies. **(Additional forms can be obtained by contacting bids@buyboard.com** at least five (5) business days prior to the Proposal Due Date.) ***By designating a state or states, you are certifying that you are authorized and willing to provide the proposed products and services in those states. Designating states in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your Proposal or, if awarded, termination of your Contract.***

- I will service all states in the United States.
- I will not service all states in the United States.

Alabama
Alaska
Arizona
Arkansas
California (Public Contract Code 20118 & 20652)
Colorado
Connecticut
Delaware
District of Columbia
Florida
Georgia
Hawaii
Idaho
Illinois
Indiana
Iowa
Kansas
Kentucky
Louisiana
Maine
Maryland
Massachusetts
Michigan
Minnesota
Mississippi
Missouri
Montana
Nebraska
Nevada
New Hampshire
New Jersey
New Mexico
New York
North Carolina
North Dakota
Ohio
Oklahoma
Oregon
Pennsylvania
Rhode Island
South Carolina
South Dakota
Tennessee
Texas
Utah
Vermont
Virginia
Washington
West Virginia
Wisconsin
Wyoming

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NATIONAL PURCHASING COOPERATIVE VENDOR AWARD AGREEMENT

In accordance with the Terms and Conditions associated with this Proposal Invitation, a contract awarded under this Proposal Invitation may be "piggy-backed" by another governmental entity. The National Purchasing Cooperative is an intergovernmental purchasing cooperative formed by certain school districts outside of Texas to serve its members throughout the United States. If you agree to be considered for a piggy-back award by the National Purchasing Cooperative, you agree to the following terms and agree to serve National Purchasing Cooperative members in the states you have indicated on the State Service Designation form, in your Proposal.

By signing this form, Proposer (referred to in this Agreement as "Vendor") agrees as follows:

1. Vendor acknowledges that if The Local Government Purchasing Cooperative ("Texas Cooperative") awards Vendor a contract under this Proposal Invitation ("Underlying Award"), the National Purchasing Cooperative ("National Cooperative") may - but is not required to - "piggy-back" on or re-award all or a portion of that Underlying Award ("Piggy-Back Award"). By signing this National Cooperative Vendor Award Agreement ("Agreement"), Vendor accepts and agrees to be bound by any such Piggy-Back Award as provided for herein.

2. In the event National Cooperative awards Vendor a Piggy-Back Award, the National Cooperative Administrator ("BuyBoard Administrator") will notify Vendor in writing of such Piggy-Back Award, which award shall commence on the effective date stated in the Notice and end on the expiration date of the Underlying Award, subject to annual renewals as authorized in writing by the BuyBoard Administrator. Vendor agrees that no further signature or other action is required of Vendor in order for the Piggy-Back Award and this Agreement to be binding upon Vendor. Vendor further agrees that no interlineations or changes to this Agreement by Vendor will be binding on National Cooperative, unless such changes are agreed to by its BuyBoard Administrator in writing.

3. Vendor agrees that it shall offer its goods and services to National Cooperative members at the same unit pricing and same general terms and conditions, subject to applicable state laws in the state of purchase, as required by the Underlying Award. However, nothing in this Agreement prevents Vendor from offering National Cooperative members better (i.e., lower) competitive pricing and more favorable terms and conditions than those in the Underlying Award.

4. Vendor hereby agrees and confirms that it will serve those states it has designated on the State Service Designation Form of this Proposal Invitation. Any changes to the states designated on the State Service Designation Form must be approved in writing by the BuyBoard Administrator.

5. Vendor agrees to pay National Cooperative the service fee provided for in the Underlying Award based on the amount of purchases generated from National Cooperative members through the Piggy-Back Award. Vendor shall remit payment to National Cooperative on such schedule as it specifies (which shall not be more often than monthly). Further, upon request, Vendor shall provide National Cooperative with copies of all purchase orders generated from National Cooperative members, vendor invoices, and/or such other documentation regarding those purchase orders as the Cooperative's administrators may require in their reasonable discretion for purposes of reviewing and verifying purchase activity. Vendor further agrees that National Cooperative shall have the right, upon reasonable written notice, to review Vendor's records pertaining to purchases made by National Cooperative members in order to verify the accuracy of service fees.

6. Vendor agrees that the Underlying Award, including its General Terms and Conditions, are adopted by reference to the fullest extent such provisions can reasonably apply to the post-proposal/contract award phase. The rights and responsibilities that would ordinarily inure to the Texas Cooperative pursuant to the Underlying Award shall inure to National Cooperative; and, conversely, the rights and responsibilities that would ordinarily inure to Vendor in the Underlying Award shall inure to Vendor in this Agreement. Vendor recognizes and agrees that Vendor and National Cooperative are the only parties to this Agreement, and that nothing in this Agreement has application to other third parties, including the Texas Cooperative. In the event of conflict between this Agreement and the terms of the Underlying Award, the terms of this Agreement shall control, and then only to the extent necessary to reconcile the conflict.

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7. This Agreement shall be governed and construed in accordance with the laws of the State of Rhode Island and venue for any dispute shall lie in the federal district court of Alexandria, Virginia.

8. Vendor acknowledges and agrees that the award of a Piggy-Back Award is within the sole discretion of National Cooperative, and that this Agreement does not take effect unless and until National Cooperative awards Vendor a Piggy-Back Award and the BuyBoard Administrator notifies Vendor in writing of such Piggy-Back Award as provided for herein.

WHEREFORE, by signing below Vendor agrees to the foregoing and warrants that it has the authority to enter into this Agreement.

Team Marathon Fitness, Inc.
Name of Vendor

Proposal No: 665-22
Proposal Invitation Number

Signature of Authorized Company Official

Paul Croegaert
Printed Name of Authorized Company Official

10.20.2021
Date

EXHIBIT "A"

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LOCATION/AUTHORIZED SELLER LISTINGS

If you have more than one location/authorized seller that will service a Contract awarded under this Proposal Invitation, please list each location/authorized seller below. If additional sheets are required, please duplicate this form as necessary. NOTE: Awarded Vendors shall remain responsible for all aspects of the Contract, including processing of Purchase Orders, and shall be responsible for the performance of all locations and authorized sellers under and in accordance with the Contract. *If you are a product manufacturer and wish to designate Designated Dealers as defined in the General Terms and Conditions to receive Cooperative member Purchase Orders on your behalf, you must complete the Manufacturer Designated Dealer form.*

Location/Authorized Seller Name	Contact Person	Contact Information (Mailing Address, Phone, Fax, Email)
Corporate Office - Stafford	Paul Croegaert	P.O. Box 17705 Sugar Land, TX 77496 (p) 800.391.9496 (f) 888.240.9360 Paul@marathonfitness.com

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MANUFACTURER DEALER DESIGNATION

If Vendor is a manufacturer that sells products through a dealer network and wishes to designate a dealer or multiple dealers ("Designated Dealers") to receive Cooperative member Purchase Orders on Vendor's behalf, you must complete this form for each dealer you wish to designate.

Regardless of any Designated Dealers submitted by Vendor, Vendor specifically agrees and acknowledges that any such designations are for Vendor's convenience only and shall not, if Vendor is awarded a Contract, relieve Vendor of any obligations under the Contract, including payment of Cooperative service fees on all Purchase Orders submitted to Vendor or any Designated Dealer. In accordance with the General Terms and Conditions, an awarded Vendor shall remain responsible and liable for all of its obligations under the Contract and the performance of both Vendor and any of Vendor's Designated Dealers under and in accordance with the Contract and remain subject to all remedies for default thereunder, including, but not limited to suspension and termination of Vendor's Contract for nonpayment of service fees.

If awarded, Vendor authorizes the Cooperative, in its sole discretion, to list any Vendor Designated Dealers in the BuyBoard system and to receive Purchase Orders directly from Cooperative members on behalf of Vendor. To the extent a Vendor with Designated Dealers receives a Purchase Order directly, it shall be the responsibility of Vendor to appropriately process such Purchase Order in accordance with the Contract, including but not limited to timely forwarding such Purchase Order to a Designated Dealer for processing.

The Cooperative reserves the right, in its sole discretion, to refuse addition of, or request removal of, any Designated Dealer, and Vendor agrees to immediately require such Designated Dealer to cease accepting Purchase Orders or otherwise acting on Vendor's behalf under the Contract. Further, the Cooperative administrator shall be authorized to remove or suspend any or all Designated Dealers from the BuyBoard at any time in its sole discretion.

If you wish to designate a dealer to service a contract awarded under this Proposal Invitation, please list the Designated Dealer below. If you wish to designate multiple dealers, please duplicate this form as necessary.

N/A

Designated Dealer Name

Designated Dealer Contact Person

Designated Dealer Address

City

State

Zip

Phone Number

Fax Number

Email address

Designated Dealer Tax ID Number* **(*attach W-9)**

EXHIBIT "A"

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PROPOSAL INVITATION QUESTIONNAIRE

The Cooperative will use your responses to the questions below in evaluating your Proposal and technical and financial resources to provide the goods and perform the services ("Work") under the BuyBoard contract contemplated by this Proposal Invitation ("Contract"). Proposers must fully answer each question, numbering your responses to correspond to the questions/numbers below. Proposers must complete below or attach your responses to this questionnaire and submit in one document with your Proposal. **You must submit the questionnaire and responses with your Proposal or the Proposal will not be considered.**

1. List the number of years Proposer has been in business and former business names (if applicable). Note whether your company is currently for sale or involved in any transaction that would significantly alter its business or result in acquisition by another entity.

Marathon Fitness has been in business for 18 years (since 2003).

Company is not for sale or involved in any transaction that would significantly alter its business or result in acquisition by another entity.

2. Describe the resources Proposer has to manage staff and successfully perform the Work contemplated under this Contract. State the number and summarize the experience of company personnel who may be utilized for the Work, including those who will be available to Cooperative members for assistance with project development, technical issues, and product selection for Work associated with this Contract.

Marathon Fitness has service managers in every major city to oversee work and customer satisfaction. A total of 10 factory-trained service techs cover every major city. Marathon Fitness has 7 dedicated toll-free 800 lines, and a full time contracts administrator. The President and Vice President each have over 25 years of industry experience and the compnay has 52 total staff in Texas devoted to servicing customer needs.

3. **Marketing Strategy:** For your Proposal to be considered, you must submit the Marketing Strategy you will use if the Cooperative accepts all or part of your Proposal. *(Example: Explain how your company will initially inform Cooperative members of your BuyBoard Contract, and how you will continue to support the BuyBoard for the duration of the Contract term.)* Attach additional pages if necessary.

Marathon Fitness will be highly visible to BUYBOARD members through our activities in the following:

1. Website: Marathon Fitness shall include BuyBoard on our website landing page, password protected for members to access price lists.

2. Marathon Fitness will exhibit at prominent trade shows throughout Texas: See attached Marketing Strategy document with list of organizations names.

Please reference attached PDF document "Marketing Strategy" for complete strategies.

EXHIBIT "A"

Marathon Fitness™
Fitness Center Specialists

Marketing Strategy

Buyboard RFP 665-22

Marathon Fitness will be highly visible to BUYBOARD Members through our activities in the following:

1. **Website: Marathon Fitness shall include BuyBoard on our website landing page, password protected for members to access price lists.**
2. **Marathon Fitness will exhibit at prominent trade shows throughout Texas: Texas Parks & Recreation Association, Texas Fire Chief Annual Meeting, National Intramural Recreation Society (NIRSA) for State Colleges, National Parks and Recreation Show, Hospital.**
3. **Marathon Fitness employs nine (9) outside sales representatives based in every major city of Texas, who visit sites on a recurring basis to assess customer needs, make recommendations for products, and provide onsite demonstrations.**
4. **Marathon Fitness extends to members at no charge facility layout and design, in both 2D and 3D formats.**
5. **Marathon Fitness extends to members at no charge equipment assessments, to determine the age and condition of equipment.**

EXHIBIT "A"

BuyBoard PURCHASING COOPERATIVE

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4. Describe Proposer's financial capability to perform the Contract. State or describe the firm's financial strength and rating, bonding capacity, and insurance coverage limits. State whether the firm, or any of the firm's past or present owners, principal shareholders or stockholders, or officers, have been a debtor party to a bankruptcy, receivership, or insolvency proceeding in the last 7 years, and identify any such debtor party by name and relationship to or position with your firm.

Marathon Fitness has never in its 18 year history have been a debtor party to a bankruptcy, receivership, or insolvency proceeding. Privately held, our annual sales have grown over $24 miilion a year. We have a $900,000 line of credit should the need arise for large contracts. We have successfully processed from BuyBoard member $3,600,000.00+ in sales the last 12 months. We are insured through Traveler's Insurance, which is A++XV rated.

5. Does your company have any outstanding financial judgments and/or is it currently in default on any loan or financing agreement? If so, provide detailed information on the nature of such items and prospects for resolution.

None

6. List all contracts, if any, in the last 10 years on which Proposer has defaulted, failed to complete or deliver the work, or that have been terminated for any reason. For each such contract, provide the project name, scope, value and date and the name of the procuring entity. Fully explain the circumstances of the default, failure to complete or deliver the work, or termination.

None

7. List all litigation or other legal proceedings (including arbitration proceedings), if any, in the last 10 years brought against your firm, or any of the firm's past or present owners, principal shareholders or stockholders, officers, agents or employees, that relate to or arise from a contract similar to this Contract or the Work contemplated under this Contract. Provide the style of the lawsuit or proceeding (name of parties and court or tribunal in which filed), nature of the claim, and resolution or current status.

None

The Travelers Indemnity Company

AMB #: 002520 **NAIC #: 25658** **FEIN #: 060566050**

Domiciliary Address
One Tower Square
Hartford, Connecticut 06183
United States

Web: www.travelers.com
Phone: 860-277-0111
Fax: 844-816-9447

AM Best Rating Unit: AMB #: 018674 - Travelers Group
Assigned to insurance companies that have, in our opinion, a superior ability to meet their ongoing insurance obligations.

View additional news, reports and products for this company.

Based on AM Best's analysis, 058470 - The Travelers Companies, Inc. is the **AMB Ultimate Parent** and identifies the topmost entity of the corporate structure. View a list of operating insurance entities in this structure.

Best's Credit Ratings

Financial Strength View Definition

Rating (Rating Category):	A++ (Superior)
Affiliation Code:	g (Group)
Outlook (or Implication):	Stable
Action:	Affirmed
Effective Date:	November 05, 2020
Initial Rating Date:	June 30, 1922

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VENDOR REQUEST TO SELF-REPORT BUYBOARD PURCHASES

The General Terms and Conditions require that all Purchase Orders generated by or under any Contract awarded under this Proposal Invitation be processed through the BuyBoard and, except as expressly authorized in writing by the Cooperative administrator, Vendors are not authorized to process Purchase Orders received directly from Cooperative members that have not been processed through the BuyBoard or provided to the Cooperative. In accordance with this provision, Vendor may request authorization of the Cooperative administrator to self-report Cooperative member purchases if awarded a Contract under this Proposal Invitation. By making such a request, Vendor acknowledges and agrees that self-reporting is specifically subject to and conditioned upon (1) Vendor's agreement to the Additional Terms and Conditions for BuyBoard Self-Reporting which are included in this Proposal Invitation and incorporated herein for all purposes and (2) approval of this request in writing by the Cooperative administrator.

Note: This form is NOT required as part of your proposal. You should sign and return this form ONLY if you wish to request authorization to self-report BuyBoard purchases. Any request to self-report will not be effective, and Vendor shall not be authorized to self-report BuyBoard member purchases, unless and until (1) Vendor is awarded a Contract under this Proposal Invitation, and (2) the request has been approved in writing by the Cooperative administrator.

By my signature below, I hereby request authorization from the Cooperative administrator to self-report BuyBoard purchases if my company is awarded a Contract. I certify that I am authorized by the above-named Vendor to approve this form, and I have received and read the Additional Terms and Conditions for BuyBoard Self-Reporting included in this Proposal Invitation and do hereby approve and agree to such terms and conditions on behalf of Vendor.

NAME OF VENDOR: Team Marathon Fitness, Inc.

Paul Croegaert

Signature of Vendor Authorized Representative

Printed Name: Paul Croegaert

Title: Vice President

Date: 10.20.2021

(*For Cooperative Administrator Use Only*)

Approved by BuyBoard Administrator: _____

Effective/Start Date for Self-Reporting: _____

EXHIBIT "A"

Marathon Fitness Information

Address: PO Box 17705
SUGAR LAND, TX 77496
Phone: (800) 391-9496
Fax: (832) 201-0650

By submitting your response, you certify that you are authorized to represent and bind your company.

Paul Croegaert
Signature

paul@marathonfitness.com
Email

Submitted at 10/19/2021 2:47:03 PM

Requested Attachments

BuyBoard Proposal Invitation No. 665-22 for Athletic, Physical Education, Gymnasium Supplies and Equipment and Heavy-Duty Exercise Equipment and Related Accessories — Proposal Invitation 665-22.pdf

REQUIRED-In PDF format, upload all proposal invitation documents available for download at vendor.buyboard.com including any additional pages, as necessary. (Please DO NOT password protect uploaded files.)

Catalog/Pricelist — Buyboard (15-30)_Marathon_Sept 2021.xlsx

REQUIRED-In Excel or PDF format, upload catalog/pricelist in proposal invitation instructions. Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or Proposal will not be considered. No paper catalogs or manufacturer/vendor websites will be accepted. File size must not exceed 100MB. (Please DO NOT password protect uploaded files.)

Exceptions and/or Detailed Information Related to Discount % and/or Hourly Labor Rate Proposed — Exceptions_Hourly Labor Rate.pdf

In PDF format, vendor shall attach detailed information including exceptions to pricing and/or discount percentage and define the services that are proposed to be provided. NOTE: IF DETAILED INFORMATION IS NOT SUBMITTED, PROPOSAL MAY NOT BE CONSIDERED. (Please DO NOT password protect uploaded files.)

Company Profile — Marathon Fitness Buyboard Executive Summary.pdf

REQUIRED-Information on awarded Cooperative Contracts is available to Cooperative Members on the BuyBoard website. If your company is awarded a Contract under this Proposal Invitation, please provide a brief company description that you would like to have included with your company profile on the BuyBoard website. Submit your company profile in a separate file, in Word format, with your Proposal. (Note: Vendor is solely responsible for any content provided for inclusion on the BuyBoard website. The Cooperative reserves the right to exclude or remove any content in its sole discretion, with or without prior notice, including but not limited to any content deemed by the Cooperative to be inappropriate, irrelevant to the Contract, inaccurate, or misleading.)

IRS Form W-9 Request for Taxpayer Identification Number and Certification — 2021 W9_Christa.pdf

REQUIRED-In PDF format, upload W-9 form. (Please DO NOT password protect uploaded files.)

Exemption Letter — *No response*

Vendors that do not offer any of the evaluation and/or alternate items shall submit a written letter providing explanation requesting exemption from this requirement and identify its specialty product line(s).

Response Attachments

WBENC Cert_June2022.pdf

WBE Certificate

Marketing Strategy.pdf

EXHIBIT "A"

Marketing Strategy

Marathon Order Entry and Delivery Terms_Return Policy.pdf

Order Entry, Delivery Terms & Return Policy

Marathon Fitness Buyboard Executive Summary.pdf

Company Profile

Bid Attributes

1	**HUB/No Israel Boycott Certification/No Excluded Nation or Foreign Terrorist Certification** HUB/No Israel Boycott Certification/No Excluded Nation or Foreign Terrorist Certification

2	**No Israel Boycott Certification** A Texas governmental entity may not enter into a contract with a value of $100,000 or more that is to be paid wholly or partly from public funds with a company (excluding a sole proprietorship) that has 10 or more full-time employees for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. (TEX. GOV'T CODE Ch. 2270). Accordingly, this certification form is included to the extent required by law. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. TEX. GOV'T CODE §808.001(1). By signature on the Compliance Forms Signature Page, to the extent applicable, I certify and verify that Vendor does not boycott Israel and will not boycott Israel during the term of any contract awarded under this Proposal Invitation, that this certification is true, complete and accurate, and that I am authorized by my company to make this certification. Yes

3	**No Excluded Nation or Foreign Terrorist Organization Certification** Chapter 2252 of the Texas Government Code provides that a Texas governmental entity may not enter into a contract with a company engaged in active business operations with Sudan, Iran, or a foreign terrorist organization – specifically, any company identified on a list prepared and maintained by the Texas Comptroller under Texas Government Code §§806.051, 807.051, or 2252.153. (A company that the U.S. Government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition.) By signature on the Compliance Forms Signature Page, I certify and verify that Vendor is not on the Texas Comptroller's list identified above; that this certification is true, complete and accurate; and that I am authorized by my company to make this certification. Yes

4	**MWBE/HUB Status Certification** A Proposer that has been certified as a Historically Underutilized Business (also known as a Minority/Women Business Enterprise or "MWBE" and all referred to in this form as a "HUB") is encouraged to indicate its HUB certification status when responding to this Proposal Invitation. The BuyBoard website will indicate HUB certifications for awarded Vendors that properly indicate and document their HUB certification on this form. **I certify that my company has been certified as a MWBE/HUB in the following categories**: *(Please check all that apply)*

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5	**Minority Owned Business** Minority Owned Business ☐ *Minority Owned Business (Yes)*
6	**Women Owned Business** Women Owned Business ☑ Women Owned Business (Yes)
7	**Service-Disabled Veteran Owned Business** Service-Disabled Veteran Owned Business (veteran defined by 38 U.S.C. §101(2), who has a service-connected disability as defined by 38 U.S.C. § 101(16), and who has a disability rating of 20% or more as determined by the U. S. Department of Veterans Affairs or Department of Defense) ☐ *Service-Disabled Veteran Owned Business (Yes)*
8	**Certification Number** Certification Number WBE2001461
9	**Name of Certifying Agency** Certifying Agency Women's Business Enterprise National Council
10	**Non-MWBE/HUB** My company has NOT been certified as a MWBE/HUB ☐ *Non-HUB (Yes)*
11	**Vendor General Contact Information** Proposal/Contract General Contact Information
12	**Vendor Proposal/Contract Contact Name** Vendor Proposal/Contract Contact Name Paul Croegaert
13	**Vendor Proposal/Contract Contact E-mail Address** Vendor Proposal/Contract Contact E-mail Address paul@marathonfitness.com
14	**Vendor Proposal/Contract Mailing Address** Vendor Proposal/Contract Mailing Address P.O. Box 17705
15	**Vendor Proposal/Contact Mailing Address - City** Vendor Proposal/Contact Mailing Address - City Sugar Land
16	**Vendor Proposal/Contact Mailing Address - State** Vendor Proposal/Contact Mailing Address - State (Abbreviate State Name) TX

17	**Vendor Proposal/Contact Mailing Address - Zip Code** Vendor Proposal/Contact Mailing Address - Zip Code 77496
18	**Vendor Proposal/Contact Phone Number** Vendor Proposal/Contact Phone Number (xxx-xxx-xxxx) 800-391-9496
19	**Vendor Proposal/Contact Extension Number** Vendor Proposal/Contact Extension Number N/A
20	**Company Website** Company Website (www.XXXXX.com) www.marathonfitness.com
21	**Purchase Orders Contact Information** All Purchase Orders from Cooperative members will be available through the Internet. Vendors need Internet access and at least one e-mail address so that notification of new orders can be sent to the Internet contact when a new purchase order arrives. An information guide will be provided to Vendors to assist them with retrieving their orders. **Please select options below for receipt of Purchase Orders and provide the requested information:** • I will use the internet to receive Purchase Orders at the following address Yes
22	**Purchase Order E-mail Address** Purchase Order E-mail Address purchasing@marathonfitness.com
23	**Purchase Order Contact Name** Purchase Order Contact Name Sally Ramirez
24	**Purchase Order Contact Phone Number** Purchase Order Contact Phone Number (xxx-xxx-xxxx) 800-391-9496
25	**Purchase Order Contact Extension Number** Purchase Order Contact Extension Number N/A
26	**Alternate Purchase Order E-mail Address** Alternate Purchase Order E-mail Address orders@marathonfitness.com

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27 **Alternate Purchase Order Contact Name**

Alternate Purchase Order Contact Name

Mary Ann Munoz

28 **Alternate Purchase Order Contact Phone Number**

Alternate Purchase Order Contact Phone Number (xxx-xxx-xxxx)

281-565-2307

29 **Alternate Purchase Order Contact Extension Number**

Alternate Purchase Order Contact Extension Number

N/A

30 **Purchase Orders Contact Information**

All Purchase Orders from Cooperative members will be available through the Internet. Vendors need Internet access and at least one e-mail address so that notification of new orders can be sent to the Internet contact when a new purchase order arrives. An information guide will be provided to Vendors to assist them with retrieving their orders.

Please select options below for receipt of Purchase Orders and provide the requested information:

- Purchase Orders may be received by the Designated Dealer(s) identified on my company's Dealer Designation form as provided to the Cooperative administrator. I understand that my company shall remain responsible for the Contract and the performance of all Designated Dealers under and in accordance with the Contract.

Yes

31 **Request for Quotes (â€œRFQâ€)**

Cooperative members will send RFQs to you by e-mail. Please provide e-mail addresses for the receipt of RFQs:

32 **Request for Quote (RFQ) E-mail Address**

Request for Quote (RFQ) E-mail Address

paul@marathonfitness.com

33 **Request for Quote (RFQ) Contact Name**

Request for Quote (RFQ) Contact Name

Paul Croegaert

34 **Request for Quote (RFQ) Contact Phone Number**

Request for Quote (RFQ) Contact Phone Number (xxx-xxx-xxxx)

800-391-9496

35 **Request for Quote (RFQ) Contact Extension Number**

Request for Quote (RFQ) Contact Extension Number

N/A

36 **Alternate Request for Quote (RFQ) E-mail Address**

Alternate Request for Quote (RFQ) E-mail Address

christa@marathonfitness.com

EXHIBIT "A"

37 **Alternate Request for Quote (RFQ) Contact Name**

Alternate Request for Quote (RFQ) Contact Name

Christa Davis

38 **Alternate Request for Quote (RFQ) Contact Phone Number**

Alternate Request for Quote (RFQ) Contact Phone Number (xxx-xxx-xxxx)

281-565-2307

39 **Alternate Request for Quote (RFQ) Contact Extension Number**

Alternate Request for Quote (RFQ) Contact Extension Number

N/A

40 **Invoices**

Your company will be billed monthly for the service fee due under a Contract awarded under this Proposal Invitation. **All invoices are available on the BuyBoard website and e-mail notifications will be sent when they are ready to be retrieved**.

41 **Invoices**

Please choose only one (1) of the following options for receipt of invoices and provide the requested information:

(a) Service fee invoices and related communications should be provided directly to my company at:

or

(b) In lieu of my company, I request and authorize all service fee invoices to be provided directly to the following billing agent:

If Vendor authorizes a billing agent to receive and process service fee invoices, in accordance with the General Terms and Conditions of the Contract, Vendor specifically acknowledges and agrees that nothing in that designation shall relieve Vendor of its responsibilities and obligations under the Contract including, but not limited to, payment of all service fees under any Contract awarded Vendor.

Service fee invoices and notices direct to company

42 **Invoice Company Name**

Invoice Company Name

Team Marathon Fitness, Inc. DBA: Marathon Fitness

43 **Invoice Company Department Name**

Invoice Company Department Name

Accounts Receivable Department

44 **Invoice Contact Name**

Invoice Contact Name

Vicki Lower

45 **Invoice Mailing Address**

Invoice Mailing Address (P.O. Box or Street Address)

P.O. Box 17705

EXHIBIT "A"

46	**Invoice Mailing Address - City** Invoice Mailing Address - City Sugar Land
47	**Invoice Mailing Address - State** Invoice Mailing Address - State (Abbreviate State Name) TX
48	**Invoice Mailing Address - Zip Code** Invoice Mailing Address (Zip Code) 77496
49	**Invoice Contact Phone Number** Invoice Contact Phone Number (xxx-xxx-xxxx) 800-391-9496
50	**Invoice Contact Extension Number** Invoice Contact Extension Number N/A
51	**Invoice Contact Fax Number** Invoice Contact Fax Number (xxx-xxx-xxxx) 888-240-9360
52	**Invoice Contact E-mail Address** Invoice Contact E-mail vicki@marathonfitness.com
53	**Invoice Contact Alternate E-mail Address** Invoice Contact Alternate E-mail Address brittany@marathonfitness.com
54	**Billing Agent Company Name** Billing Agent Company Name N/A
55	**Billing Agent Department Name** Billing Agent Department Name N/A
56	**Billing Agent Contact Name** Billing Agent Contact Name N/A
57	**Billing Agent Mailing Address** Billing Agent Mailing Address (P.O. Box or Street Address) N/A Page 52 of 87

EXHIBIT "A"

58	**Billing Agent Mailing Address - City** Billing Agent Mailing Address - City N/A
59	**Billing Agent Mailing Address - State** Billing Agent Mailing Address - State (Abbreviate State Name) N/A
60	**Billing Agent Mailing Address - Zip Code** Billing Agent Mailing Address - Zip Code N/A
61	**Billing Agent Contact Phone Number** Billing Agent Contact Phone Number (xxx-xxx-xxxx) N/A
62	**Billing Agent Contact Extension Number** Billing Agent Contact Extension Number N/A
63	**Billing Agent Fax Number** Billing Agent Fax Number N/A
64	**Billing Agent Contact E-mail Address** Billing Agent Contact E-mail Address N/A
65	**Billing Agent Alternative E-mail Address** Billing Agent Alternative E-mail Address N/A
66	**Shipping Via** Common Carrier, Company Truck, Prepaid and Add to Invoice, or Other Other
67	**Payment Terms** *Note: Vendor payment terms must comply with the BuyBoard General Terms and Conditions and the Texas Prompt Payment Act (Texas Government Code Ch. 2251).* Net 30
68	**Vendor's Internal/Assigned Reference/Quote Number** Vendor's Internal/Assigned Reference/Quote Number Quote No: 665-22

69	**State or Attach Return Policy** EXHIBIT "A" Note: Only return requirements and processes will be deemed part of Vendor's return policy. Any unrelated contract terms, terms of sale, or other information not specifically related to return requirements and processes included in Vendor's return policy shall not apply to any awarded Contract unless specifically included as a deviation in the Deviation and Compliance Form and accepted by the Cooperative. Please reference attachment.
70	**Electronic Payments** Are electronic payments acceptable to your company? Yes
71	**Credit Card Payments** Are credit card payments acceptable to your company? Yes
72	**Texas Regional Service Designation** **Texas Regional Service Designation - Refer to Form in Proposal Invitation** The Cooperative (referred to as "Texas Cooperative" in this form and in the State Service Designation form) offers vendors the opportunity to service its members throughout the entire State of Texas. If you do not plan to service all Texas Cooperative members statewide, you **must** indicate the specific regions you will service on this form. If you propose to serve different regions for different products or services included in your Proposal, you must complete and submit a separate Texas Regional Service Designation form for each group of products and clearly indicate the products or services to which the designation applies. ***By designating a region or regions, you are certifying that you are authorized and willing to provide the proposed products and services in those regions. Designating regions in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your Proposal or, if awarded, termination of your Contract.*** Additionally, if you do not plan to service Texas Cooperative members (i.e., if you will service only states other than Texas), you must so indicate on this form.
73	**Company Name** Company Name Team Marathon Fitness, Inc.
74	**Texas Regional Service Designation** Select only one of the following options**.** If you select **"I will NOT serve all Regions of Texas",** you must then check the individual Regions you wish to serve. All Regions
75	**Region 1** Region 1 - Edinburg ☐ *Region 1 (1)*
76	**Region 2** Region 2 - Corpus Christi ☐ *Region 2 (2)*
77	**Region 3** Region 3 - Victoria ☐ *Region 3 (3)*

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78	**Region 4** Region 4 - Houston ☐ *Region 4 (4)*
79	**Region 5** Region 5 - Beaumont ☐ *Region 5 (5)*
80	**Region 6** Region 6 - Huntsville ☐ *Region 6 (6)*
81	**Region 7** Region 7 - Kilgore ☐ *Region 7 (7)*
82	**Region 8** Region 8 - Mount Pleasant ☐ *Region 8 (8)*
83	**Region 9** Region 9 - Wichita Falls ☐ *Region 9 (9)*
84	**Region 10** Region 10 - Richardson ☐ *Region 10 (10)*
85	**Region 11** Region 11 - Fort Worth ☐ *Region 11 (11)*
86	**Region 12** Region 12 - Waco ☐ *Region 12 (12)*
87	**Region 13** Region 13 - Austin ☐ *Region 13 (13)*
88	**Region 14** Region 14 - Abilene ☐ *Region 14 (14)*
89	**Region 15** Region 15 - San Angelo ☐ *Region 15 (15)*

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90	**Region 16** Region 16 - Amarillo ☐ *Region 16 (16)*
91	**Region 17** Region 17 - Lubbock ☐ *Region 17 (17)*
92	**Region 18** Region 18 - Midland ☐ *Region 18 (18)*
93	**Region 19** Region 19 - El Paso ☐ *Region 19 (19)*
94	**Region 20** Region 20 - San Antonio ☐ *Region 20 (20)*
95	**State Service Designation** **State Service Designation - Refer to Form in Proposal Invitation.** As set forth in the Proposal Invitation, it is the Cooperative's intent that other governmental entities in the United States have the opportunity to purchase goods or services awarded under the Contract, subject to applicable state law, through a piggy-back award or similar agreement through the National Purchasing Cooperative BuyBoard. If you plan to service the entire United States or only specific states, you must complete this form accordingly. *(Note: If you plan to service Texas Cooperative members, be sure that you complete the Texas Regional Service Designation form.)* ***In addition to this form, to be considered for a piggy-back award by the National Purchasing Cooperative, you must have an authorized representative sign the National Purchasing Cooperative Vendor Award Agreement that follows this form.*** If you serve different states for different products or services included in your Proposal, you must complete and submit a separate State Service Designation form for each group of products and clearly indicate the products or services to which the designation applies. *By designating a state or states, you are certifying that you are authorized and willing to provide the proposed products and services in those states. Designating states in which you are either unable or unwilling to provide the specified products and services shall be grounds for either rejection of your Proposal or, if awarded, termination of your Contract.*
96	**Company Name** Company Name Team Marathon Fitness, Inc.
97	**State Service Designation** **Select only one of the following options. If you select "I will NOT serve all States", you must then check the individual States you wish to serve.** I will not serve all states in the United States
98	**Alabama** Alabama ☐ *Alabama (AL)*

99	**Alaska** Alaska ☐ *Alaska (AK)*
100	**Arizona** Arizona ☑ Arizona (AZ)
101	**Arkansas** Arkansas ☐ *Arkansas (AR)*
102	**California** California (Public Contract Code 20118 & 20652) ☐ *California (CA)*
103	**Colorado** Colorado ☐ *Colorado (CO)*
104	**Connecticut** Connecticut ☐ *Connecticut (CT)*
105	**Delaware** Delaware ☐ *Delaware (DE)*
106	**District of Columbia** District of Columbia ☐ *District of Columbia (DC)*
107	**Florida** Florida ☐ *Florida (FL)*
108	**Georgia** Georgia ☐ *Georgia (GA)*
109	**Hawaii** Hawaii ☐ *Hawaii (HI)*
110	**Idaho** Idaho ☐ *Idaho (ID)*

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EXHIBIT "A"

111	**Illinois** Illinois ☐ *Illinois (IL)*
112	**Indiana** Indiana ☐ *Indiana (IN)*
113	**Iowa** Iowa ☐ *Iowa (IA)*
114	**Kansas** Kansas ☐ *Kansas (KS)*
115	**Kentucky** Kentucky ☐ *Kentucky (KY)*
116	**Louisiana** Louisiana ☐ *Louisiana (LA)*
117	**Maine** Maine ☐ *Maine (ME)*
118	**Maryland** Maryland ☐ *Maryland (ME)*
119	**Massachusetts** Massachusetts ☐ *Massachusetts (MA)*
120	**Michigan** Michigan ☐ *Michigan (MI)*
121	**Minnesota** Minnesota ☐ *Minnesota (MN)*
122	**Mississippi** Mississippi ☐ *Mississippi (MS)*

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123	**Missouri** Missouri ☐ *Missouri (MO)*
124	**Montana** Montana ☐ *Montana (MT)*
125	**Nebraska** Nebraska ☐ *Nebraska (NE)*
126	**Nevada** Nevada ☐ *Nevada (NV)*
127	**New Hampshire** New Hampshire ☐ *New Hampshire (NH)*
128	**New Jersey** New Jersey ☐ *New Jersey (NJ)*
129	**New Mexico** New Mexico ☐ *New Mexico (NM)*
130	**New York** New York ☐ *New York (NY)*
131	**North Carolina** North Carolina ☐ *North Carolina (NC)*
132	**North Dakota** North Dakota ☐ *North Dakota (ND)*
133	**Ohio** Ohio ☐ *Ohio (OH)*
134	**Oklahoma** Oklahoma ☐ *Oklahoma (OK)*

EXHIBIT "A"

135	**Oregon** Oregon ☐ *Oregon (OR)*
136	**Pennsylvania** Pennsylvania ☐ *Pennsylvania (PA)*
137	**Rhode Island** Rhode Island ☐ *Rhode Island (RI)*
138	**South Carolina** South Carolina ☐ *South Carolina (SC)*
139	**South Dakota** South Dakota ☐ *South Dakota (SD)*
140	**Tennessee** Tennessee ☐ *Tennessee (TN)*
141	**Texas** Texas ☑ Texas (TX)
142	**Utah** Utah ☐ *Utah (UT)*
143	**Vermont** Vermont ☐ *Vermont (VT)*
144	**Virginia** Virginia ☐ *Virginia (VA)*
145	**Washington** Washington ☐ *Washington (WA)*
146	**West Virginia** West Virginia ☐ *West Virginia (WV)*

147	**Wisconsin** EXHIBIT "A" Wisconsin ☐ *Wisconsin (WI)*
148	**Wyoming** Wyoming ☐ *Wyoming (WY)*

Bid Lines

1 **Section I: Equipment, Products, and Supplies -** Discount (%) off catalog/pricelist for **All Athletic Supplies**. Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 15%

Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

BuyBoard (15-30%)

EXHIBIT "A"

2 **Section I: Equipment, Products, and Supplies** - Discount (%) off catalog/pricelist for **All Athletic Equipment.** Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 15%

Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

BuyBoard (15-30%)

3 **Section I: Equipment, Products, and Supplies** - Discount (%) off catalog/pricelist for **All Athletic Apparel, Clothing, Footwear and Shoes.** Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

EXHIBIT "A"

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

4 **Section I: Equipment, Products, and Supplies** - Discount (%) off catalog/pricelist for **All Football Helmets** (new and reconditioned). Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

EXHIBIT "A"

5 **Section I: Equipment, Products, and Supplies** - Discount (%) off catalog/pricelist for **All Physical Education Supplies.** Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

6 **Section I: Equipment, Products, and Supplies** - Discount (%) off catalog/pricelist for **All Physical Education Equipment.** Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

EXHIBIT "A"

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

7 **Section II: Commercial Grade/Heavy-Duty Exercise Equipment** - Discount (%) off catalog/pricelist for **All Elliptical Cross-Trainers.** Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 15%

Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

BuyBoard (15-30%)

EXHIBIT "A"

8	**Section II: Commercial Grade/Heavy-Duty Exercise Equipment** - Discount (%) off catalog/pricelist for **All Exercise Bicycles.** Catalog/Pricelist MUST be included or proposal will not be considered. Total: 15% Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.** Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered: • Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed • Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed **Item Attributes** **1. State Name of Catalog/Pricelist Proposed with Discount Percentage** NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed". BuyBoard (15-30%)
9	**Section II: Commercial Grade/Heavy-Duty Exercise Equipment** - Discount (%) off catalog/pricelist for **All Stair Climbers.** Catalog/Pricelist MUST be included or proposal will not be considered. Total: 15% Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.** Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered: • Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed • Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

EXHIBIT "A"

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

BuyBoard (15-30%)

10 **Section II: Commercial Grade/Heavy-Duty Exercise Equipment** - Discount (%) off catalog/pricelist for **All Treadmills.** Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 15%

Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

BuyBoard (15-30%)

EXHIBIT "A"

11	**Section II: Commercial Grade/Heavy-Duty Exercise Equipment** - Discount (%) off catalog/pricelist for **All Computerized Strength Training Equipment.** Catalog/Pricelist MUST be included or proposal will not be considered. Total: 15% Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.** Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered: • Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed • Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed **Item Attributes** **1. State Name of Catalog/Pricelist Proposed with Discount Percentage** NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed". BuyBoard (15-30%)
12	**Section II: Commercial Grade/Heavy-Duty Exercise Equipment** - Discount (%) off catalog/pricelist for **All Free Weights** (Barbells, Curl Bars, Dumbbells, and other related free weights). Catalog/Pricelist MUST be included or proposal will not be considered. Total: 15% Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.** Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered: • Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed • Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

EXHIBIT "A"

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

BuyBoard (15-30%)

13 **Section II: Commercial Grade/Heavy-Duty Exercise Equipment** - Discount (%) off catalog/pricelist for **All Plate Loaded Strength Training Equipment.** Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 15%

Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

BuyBoard (15-30%)

EXHIBIT "A"

14 **Section II: Commercial Grade/Heavy-Duty Exercise Equipment** - Discount (%) off catalog/pricelist for **All Selectorized Strength Training Equipment.** Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 15%

Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

BuyBoard (15-30%)

15 **Section II: Commercial Grade/Heavy-Duty Exercise Equipment** - Discount (%) off catalog/pricelist for **All Outdoor Commercial Grade/Heavy-Duty Exercise Equipment.** Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 15%

Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

EXHIBIT "A"

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

BuyBoard (15-30%)

16 **Section II: Commercial Grade/Heavy-Duty Exercise Equipment** - Discount (%) off catalog/pricelist for **All Other Commercial Grade/Heavy-Duty Exercise Equipment and Accessories.** Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 15%

Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

BuyBoard (15-30%)

17 **Section II: Commercial Grade/Heavy-Duty Exercise Equipment** - Discount (%) off catalog/pricelist for **Rental of All Types of Commercial Grade/Heavy-Duty Exercise Equipment** (Indoor/Outdoor). Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

18 **Section III: Gymnasium and Outdoor Field Equipment and Supplies** - Discount (%) off catalog/pricelist for **Gymnasium Basketball Systems and Accessories** (all types including but not limited to backstops, backboards, scorer tables, goals wall mount, ceiling mount, folding, stationary, and related items). Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

EXHIBIT "A"

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

19 **Section III: Gymnasium and Outdoor Field Equipment and Supplies -** Discount (%) off catalog/pricelist for **Gymnasium Volleyball Systems and Accessories** (all types including but not limited to standards, nets, rope tensioners, boundary markers, antennae, floor plates, floor sleeves, floor anchors, judges stands, center standard center, transporters, wall storage hooks, protective pads, and related items). Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

EXHIBIT "A"

20 **Section III: Gymnasium and Outdoor Field Equipment and Supplies -** Discount (%) off catalog/pricelist for **Gymnasium Spectator Seating and Accessories** (all types including but not limited to fixed, telescoping, portable, and related items)**.** Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

21 **Section III: Gymnasium and Outdoor Field Equipment and Supplies -** Discount (%) off catalog/pricelist for **Gymnasium (Indoor) Scoreboards and Accessories** (all types including but not limited to basketball, hockey, swimming, volleyball, wrestling, related items)**.** Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

EXHIBIT "A"

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

22 **Section III: Gymnasium and Outdoor Field Equipment and Supplies -** Discount (%) off catalog/pricelist for **Gymnasium Divider Curtains and Accessories** (all types including but not limited to motorized, manual, and related items). Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

EXHIBIT "A"

23 **Section III: Gymnasium and Outdoor Field Equipment and Supplies -** Discount (%) off catalog/pricelist for **Gymnasium Floor Mats and Accessories** (all types). Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 15%

Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

BuyBoard (15-30%)

24 **Section III: Gymnasium and Outdoor Field Equipment and Supplies -** Discount (%) off catalog/pricelist for **Gymnasium Floor Covers, Rubberized Tile and Accessories** (all types)**.** Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

EXHIBIT "A"

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

25 **Section III: Gymnasium and Outdoor Field Equipment and Supplies -** Discount (%) off catalog/pricelist for **Gymnasium Wall Pads and Accessories** (all types). Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

EXHIBIT "A"

26 **Section III: Gymnasium and Outdoor Field Equipment and Supplies -** Discount (%) off catalog/pricelist for **Repair Parts** (for all types of gymnasium equipment)**.** Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

27 **Section III: Gymnasium and Outdoor Field Equipment and Supplies -** Discount (%) off catalog/pricelist for **Outdoor Sports Field Barrier Netting Products** (fence screens, windscreens, dugout screen and graphics, bleacher screen and graphics and other related items.) Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

EXHIBIT "A"

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

28 **Section III: Gymnasium and Outdoor Field Equipment and Supplies -** Discount (%) off catalog/pricelist for **All Other Gymnasium and Outdoor Field Equipment and Accessories.** Catalog/Pricelist MUST be included or proposal will not be considered.

No Bid

Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

29 **Section IV: Installation and Repair Service - Hourly Labor Rate for Installation/Repair Service of Service of Athletic, Physical Education, Commercial Grade/Heavy-Duty Exercise and Gymnasium/Outdoor Field Equipment, and Related Products** -- **Not to Exceed** hourly labor rate for Installation/Repair Service of Equipment and Products.

Quantity: 1 UOM: Hourly Labor Rate Price: $95.00 Total: $95.00

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EXHIBIT "A"

30	**Section V: Evaluation Items:** Specified Brand and UOM: Football; Wilson WTF1103ID; GST Leather Series; Official Size-College/High School; Each. ***No Bid*** Item Notes: 1. Information under Section V (Items 30-37) is requested and will be used only for purposes of assisting in the evaluation of Vendor's price competitiveness. **These items will not be individually awarded.** THE FOLLOWING EVALUATION ITEMS MUST BE COMPLETED FOR **EITHER THE AS SPECIFIED OR ALTERNATE PRODUCT**. Equal alternates may be submitted only if you do not sell the specific product listed. Evaluation items must be fully completed and submitted, or the PROPOSAL WILL NOT BE CONSIDERED. 2. Vendors shall provide **AS SPECIFIED OR ALTERNATE PRODUCT** pricing based on the following pricing structure. [Calculated BuyBoard Price (catalog/pricelist price less discount proposed = BuyBoard Price)] 3. Vendors that do not offer any of the evaluation or alternate items listed below **shall submit a written explanation to request exemption** from this requirement and **select "No Bid."** The Cooperative may determine, in its sole discretion, whether or not to exempt a Vendor from this requirement based on all information provided with the Proposal. **Item Attributes** **1. Specific Brand** *No response*
31	**Section V: Evaluation Items:** Specified Brand and UOM:Volleyball; Tachikara SV5WS; Sensi-Tec® Micro-Fiber; Color: White; NFHS Approved Size; Each. ***No Bid*** Item Notes: 1. Information under Section V (Items 30-37) is requested and will be used only for purposes of assisting in the evaluation of Vendor's price competitiveness. **These items will not be individually awarded.** THE FOLLOWING EVALUATION ITEMS MUST BE COMPLETED FOR **EITHER THE AS SPECIFIED OR ALTERNATE PRODUCT**. Equal alternates may be submitted only if you do not sell the specific product listed. Evaluation items must be fully completed and submitted, or the PROPOSAL WILL NOT BE CONSIDERED. 2. Vendors shall provide **AS SPECIFIED OR ALTERNATE PRODUCT** pricing based on the following pricing structure. [Calculated BuyBoard Price (catalog/pricelist price less discount proposed = BuyBoard Price)] 3. Vendors that do not offer any of the evaluation or alternate items listed below **shall submit a written explanation to request exemption** from this requirement and **select "No Bid."** The Cooperative may determine, in its sole discretion, whether or not to exempt a Vendor from this requirement based on all information provided with the Proposal. **Item Attributes** **1. Specific Brand** *No response*

EXHIBIT "A"

32 **Section V: Evaluation Items:** Specified Brand and UOM: Basketball; Spalding SPA0283; Precision TF-1000; NFHS Approved and Official Size: 7 and 29.5"; Each.

No Bid

Item Notes: 1. Information under Section V (Items 30-37) is requested and will be used only for purposes of assisting in the evaluation of Vendor's price competitiveness. **These items will not be individually awarded.** THE FOLLOWING EVALUATION ITEMS MUST BE COMPLETED FOR **EITHER THE AS SPECIFIED OR ALTERNATE PRODUCT**. Equal alternates may be submitted only if you do not sell the specific product listed. Evaluation items must be fully completed and submitted, or the PROPOSAL WILL NOT BE CONSIDERED.

2. Vendors shall provide **AS SPECIFIED OR ALTERNATE PRODUCT** pricing based on the following pricing structure.

[Calculated BuyBoard Price (catalog/pricelist price less discount proposed = BuyBoard Price)]

3. Vendors that do not offer any of the evaluation or alternate items listed below **shall submit a written explanation to request exemption** from this requirement and **select "No Bid."** The Cooperative may determine, in its sole discretion, whether or not to exempt a Vendor from this requirement based on all information provided with the Proposal.

Item Attributes

1. Specific Brand

No response

33 **Section V: Evaluation Items:** Specified Brand and UOM: Baseballs; Rawlings R100-H1; Color: White; NFHS Series; Dozen.

No Bid

Item Notes: 1. Information under Section V (Items 30-37) is requested and will be used only for purposes of assisting in the evaluation of Vendor's price competitiveness. **These items will not be individually awarded.** THE FOLLOWING EVALUATION ITEMS MUST BE COMPLETED FOR **EITHER THE AS SPECIFIED OR ALTERNATE PRODUCT**. Equal alternates may be submitted only if you do not sell the specific product listed. Evaluation items must be fully completed and submitted, or the PROPOSAL WILL NOT BE CONSIDERED.

2. Vendors shall provide **AS SPECIFIED OR ALTERNATE PRODUCT** pricing based on the following pricing structure.

[Calculated BuyBoard Price (catalog/pricelist price less discount proposed = BuyBoard Price)]

3. Vendors that do not offer any of the evaluation or alternate items listed below **shall submit a written explanation to request exemption** from this requirement and **select "No Bid."** The Cooperative may determine, in its sole discretion, whether or not to exempt a Vendor from this requirement based on all information provided with the Proposal.

Item Attributes

1. Specific Brand

No response

EXHIBIT "A"

34 **Section V: Evaluation Items:** Specified Brand and UOM: Softballs; Rawlings C11RYLA fastpitch; Color: Optic Yellow; NFHS Series; Dozen.

No Bid

Item Notes: 1. Information under Section V (Items 30-37) is requested and will be used only for purposes of assisting in the evaluation of Vendor's price competitiveness. **These items will not be individually awarded.** THE FOLLOWING EVALUATION ITEMS MUST BE COMPLETED FOR **EITHER THE AS SPECIFIED OR ALTERNATE PRODUCT**. Equal alternates may be submitted only if you do not sell the specific product listed. Evaluation items must be fully completed and submitted, or the PROPOSAL WILL NOT BE CONSIDERED.

2. Vendors shall provide **AS SPECIFIED OR ALTERNATE PRODUCT** pricing based on the following pricing structure.

[Calculated BuyBoard Price (catalog/pricelist price less discount proposed = BuyBoard Price)]

3. Vendors that do not offer any of the evaluation or alternate items listed below **shall submit a written explanation to request exemption** from this requirement **and select "No Bid."** The Cooperative may determine, in its sole discretion, whether or not to exempt a Vendor from this requirement based on all information provided with the Proposal.

Item Attributes

1. Specific Brand

No response

35 **Section V: Evaluation Items:** Specified Brand and UOM: Football Practice Pant (Youth); Russell Athletic PI-F25PFWF-BLK; Three-piece back; No-fly front; Envelope thigh and knee pad pockets; Color: Black; Size: Large.

No Bid

Item Notes: 1. Information under Section V (Items 30-37) is requested and will be used only for purposes of assisting in the evaluation of Vendor's price competitiveness. **These items will not be individually awarded.** THE FOLLOWING EVALUATION ITEMS MUST BE COMPLETED FOR **EITHER THE AS SPECIFIED OR ALTERNATE PRODUCT**. Equal alternates may be submitted only if you do not sell the specific product listed. Evaluation items must be fully completed and submitted, or the PROPOSAL WILL NOT BE CONSIDERED.

2. Vendors shall provide **AS SPECIFIED OR ALTERNATE PRODUCT** pricing based on the following pricing structure.

[Calculated BuyBoard Price (catalog/pricelist price less discount proposed = BuyBoard Price)]

3. Vendors that do not offer any of the evaluation or alternate items listed below **shall submit a written explanation to request exemption** from this requirement and **select "No Bid."** The Cooperative may determine, in its sole discretion, whether or not to exempt a Vendor from this requirement based on all information provided with the Proposal.

Item Attributes

1. Specific Brand

No response

EXHIBIT "A"

36	**Section V: Evaluation Items:** Specified Brand and UOM: Basketball Shoes; Nike CK1069-005; Color: Black/University Red/White/Dark Grey; Size: Men's 11; Each. ***No Bid*** Item Notes: 1. Information under Section V (Items 30-37) is requested and will be used only for purposes of assisting in the evaluation of Vendor's price competitiveness. **These items will not be individually awarded.** THE FOLLOWING EVALUATION ITEMS MUST BE COMPLETED FOR **EITHER THE AS SPECIFIED OR ALTERNATE PRODUCT**. Equal alternates may be submitted only if you do not sell the specific product listed. Evaluation items must be fully completed and submitted, or the PROPOSAL WILL NOT BE CONSIDERED. 2. Vendors shall provide **AS SPECIFIED OR ALTERNATE PRODUCT** pricing based on the following pricing structure. [Calculated BuyBoard Price (catalog/pricelist price less discount proposed = BuyBoard Price)] 3. Vendors that do not offer any of the evaluation or alternate items listed below **shall submit a written explanation to request exemption** from this requirement and **select "No Bid."** The Cooperative may determine, in its sole discretion, whether or not to exempt a Vendor from this requirement based on all information provided with the Proposal. **Item Attributes** **1. Specific Brand** *No response*
37	**Section V: Evaluation Items:** Specified Brand and UOM: Football Gloves; Under Armour Men's Blur 100 (1359086); Color: White/Metallic Silver; Size: Men's Large; Each. ***No Bid*** Item Notes: 1. Information under Section V (Items 30-37) is requested and will be used only for purposes of assisting in the evaluation of Vendor's price competitiveness. **These items will not be individually awarded.** THE FOLLOWING EVALUATION ITEMS MUST BE COMPLETED FOR **EITHER THE AS SPECIFIED OR ALTERNATE PRODUCT**. Equal alternates may be submitted only if you do not sell the specific product listed. Evaluation items must be fully completed and submitted, or the PROPOSAL WILL NOT BE CONSIDERED. 2. Vendors shall provide **AS SPECIFIED OR ALTERNATE PRODUCT** pricing based on the following pricing structure. [Calculated BuyBoard Price (catalog/pricelist price less discount proposed = BuyBoard Price)] 3. Vendors that do not offer any of the evaluation or alternate items listed below **shall submit a written explanation to request exemption** from this requirement and **select "No Bid."** The Cooperative may determine, in its sole discretion, whether or not to exempt a Vendor from this requirement based on all information provided with the Proposal. **Item Attributes** **1. Specific Brand** *No response*

Response Total: $95.00

EXHIBIT "A"

Marathon Fitness™
Fitness Center Specialists

Exceptions/Hourly Labor Rate

BuyBoard RFP 665-22

Marathon Fitness Hourly rate does not include travel which is billed separately to each location; varies by city and by type of service requested.

Some installs/services require one technician while other jobs can require anywhere from 2 to 8 total technicians depending upon scope of work.

Scope of work is analyzed, and a written quotation is given to the client for each individual job.

EXHIBIT "B"

Marathon Fitness
PO Box 17705
Sugar Land, TX 77496-7705
Tel: (800) 391-9496
Fax: (888) 240-9360
www.MarathonFitness.com
EIN: 68-0544664

Marathon Fitness™
Fitness Center Specialists

Sales Proposal

Date	Page
11/13/2024	1 of 2
Proposal Number	
QT0041548	

Printed on 11/14/2024 9:41:15 AM

Bill To:
City of Duncanville Parks and Recreation
201 James Collins Blvd
Duncanville TX 75116-4818

Ship To:
City of Duncanville Parks and Recreation
201 James Collins Blvd
Duncanville TX 75116-4818
ngarcia@ci.duncanville.tx.us
Phone: 9727805074

Salesperson	Proposal Valid Until	Pricing Type	Terms
David Novit	12/13/2024	BB	Net 30

Qty	Item Number	Description	Unit Price	Sales Price	Extended Price
4.00	TRM 691.P94.CC	Precor TRM 691 Treadmill with 22" Touchscreen with Chromecast (Black Pearl)	11,440.00	8,008.00	32,032.00
2.00	EFX 685.P84.CC	Precor EFX 685 Adjustable Crossramp, Moving Arms with 16"Touchscreen with Chromecast (Black Pearl)	11,080.00	7,756.00	15,512.00
1.00	AMT 885.P84.CC	Precor AMT 885 with 16" Touchscreen with Chromecast (BlackPearl)	15,040.00	11,731.20	11,731.20
3.00	RBK 685.P84.CC	Precor RBK 685 Recumbent Bike with 16" Touchscreen with Chromecast ((Black Pearl)	7,440.00	5,208.00	15,624.00
1.00	SCL 885.P84.CC	Precor SCL 885 Stairclimber with 16" Touchscreen with Chromecast (Black Pearl)	13,750.00	9,625.00	9,625.00
1.00	UBK 885.P84.CC	Precor UBK 885 Upright Bike with 16" Touchscreen with Chromecast (Black Pearl)	8,910.00	6,083.00	6,083.00
1.00	BUY BOARD 22	BUY BOARD Contract: #665-22 Contract: Athletic, PE & Gym. Supplies H.D. Exercise & Accessories #665-22, Effective Date: 4/1/2022, Expiration Date: 3/31/2025		0.00	0.00
1.00	TRADE - EQUIPMENT	Trade-In Equipment..		-3,300.00	-3,300.00

Continued...

EXHIBIT "B"

Marathon Fitness
PO Box 17705
Sugar Land, TX 77496-7705
Tel: (800) 391-9496
Fax: (888) 240-9360
www.MarathonFitness.com
EIN: 68-0544664

Marathon Fitness™
Fitness Center Specialists

Sales Proposal

Date	Page
11/13/2024	2 of 2
Proposal Number	
QT0041548	

Printed on 11/14/2024 9:41:15 AM

Bill To:
City of Duncanville Parks and Recreation
201 James Collins Blvd
Duncanville TX 75116-4818

Ship To:
City of Duncanville Parks and Recreation
201 James Collins Blvd
Duncanville TX 75116-4818
ngarcia@ci.duncanville.tx.us
Phone: 9727805074

Salesperson	Proposal Valid Until	Pricing Type	Terms
David Novit	12/13/2024	BB	Net 30

Qty	Item Number	Description	Unit Price	Sales Price	Extended Price

I accept the terms and conditions of this proposal. Prices are valid for 30 days. Equipment remains the property of Marathon Fitness until paid in full.

Mastercard, American Express, or VISA are accepted and subject to a 3% convenience fee.

Signature:_____ Date:_____ PO#_____

Printed Name:_____ Title_____

DELIVERY INSTRUCTIONS:

Requested delivery ____/____/_____ Loading Dock Yes____ No____

Subtotal	$	87,307.20
Freight	$	4,770.00
Installation	$	3,220.00
Sales Tax	$	0.00
Total	$	95,297.20

PRECOR AUTHORIZED DEALER

EXHIBIT "C"

MUNICIPAL ASSET MANAGEMENT, INC.

"LEASING TO STATE AND LOCAL GOVERNMENTS"

LEASE PROPOSAL

Marco Ramazio
561-213-2858

DATE:	11/14/2024
LESSEE:	City of Duncanville Parks and Recreation
REQUESTED BY:	Marathon Fitness / David Novit
STRUCTURE:	Tax Exempt Lease Purchase Agreement
LEASE TYPE:	Lessee will be responsible for Insurance, maintenance and all taxes. Lessee will hold title to the personal property equipment subject to a security interest by the Lessor.
EQUIPMENT:	Fitness Equipment
EQUIPMENT COST:	$95,297.20
LESSOR FEES:	None
DOCUMENT FEES:	None
FINANCE TERMS:	60 monthly payment due annually in arrears
PAYMENT AMOUNT:	$1,899.59

This is a proposal only and is not a commitment to finance. This proposal is subject to credit review and approval and proper execution of mutually acceptable documentation.

This transaction must be credit approved, lease documents properly executed and returned to Lessor and the transaction funded by Lessor within 30 days from the date stated above, or Lessor reserves the right to adjust and determine a new interest rate, rate factor and payment amount.

25288 FOOTHILLS DRIVE NORTH • GOLDEN COLORADO • 80401
PHONE: 303-273-9496 • FAX: 303-273-9505 • EMAIL: JTIEMEYER@MAMGT.COM

STAFF REPORT

MEETING: City Council - 03 Dec 2024

TITLE:
Consider Resolution 2024-377 approving Construction Manager at Risk Contract #22-0009 with Dean Construction for Harrington Park improvements for an estimated cost of $4,056,859.78

Vision Statement:

"Duncanville, a City of Champions, is a safe, vibrant, diverse community committed to excellence in education, business, and good governance."

Pillar:

- **Re-Imagine: High Quality of Life**
  - **Develop, maintain, and encourage safe, attractive, viable family-oriented neighborhoods that embrace diversity and pride, promoting economic vitality.**

STAFF RESPONSIBLE:
Bart Stevenson, Director of Parks and Recreation
Elton Brock, Chief Procurement Officer

BACKGROUND/HISTORY:
In November 2018, the citizens of Duncanville approved a bond package for improvements to Harrington Park to include two new concession/restroom facilities for youth baseball and soccer areas, as well as a trail and bridge to connect Harrington Park with Waterview Park.
A Qualifications Statement was developed for a Construction Manager at Risk (CMAR) contract to provide professional services and act as a consultant to the City in the preconstruction, design development and construction phases of the improvements to Harrington Park. A CMAR contract entails a commitment by the construction manager to deliver a project within a Guaranteed Maximum Price (GMP) based on the construction documents and specifications at the time of the GMP plus any reasonably inferred items or tasks. Utilization of this type contract will allow the CMAR to act in the City's interest, managing and controlling construction costs to not exceed the GMP. Contractually, any costs exceeding the GMP that are not change orders become the financial liability of the CMAR.
A CMAR agreement offers unique benefits to the City, including:

- A higher level of cost control. During the design process, the CMAR provides cost estimates at contractually established points. If these cost estimates are in line with the established budget, the architect then moves on to the next phase of design. If not, the CMAR, City and architect will assess the cost estimate and make design changes to bring the design back into budget alignment. This process ensures budget success. This process has been completed at no cost to the City by Dean Construction.

- The CMAR is an advocate for the City and will manage the project with the City's best interest in mind at all times.
- The CMAR will take the burden of managing and coordinating the project off the City.
- The City's risk is limited by the CMAR process, providing the construction documents are complete and proper allowances and contingencies are built into the GMP.
- Constructability and value to the City are afforded by the Value Engineering expertise brought to the process by the CMAR.

The proposed CMAR contract with Dean Construction, is for the construction management of the improvements to Harrington Park including selection of construction subcontractors, and management of the preconstruction and construction phases of the project.

Funding for the improvements to Harrington Park will be from the 2018 Bond Election, American Rescue Plan Act (ARPA) funding and Hotel Occupancy Tax funding as directed by the City Council. In addition to the Dean Construction CMAR contract, the City will also be responsible for all construction testing requirements. All insurance documents, including Form 1295, will be completed following approval of the CMAR contract.

POLICY EXPLANATION:

By approving this Resolution, City Council authorizes the use of Dean Construction, as CMAR for the improvements to Harrington Park at a GMP of $4,056,859.78. The selection of Dean Construction was completed through a competitive selection process whereby Dean Construction was the top-rated firm.

FUNDING SOURCE:

ORG and Object Number

24100000-708102/75800001-708102-ARPA4/10011000-700450

Available Budget	**Purchase Amount**	**After Encumber**
$3,484,054.00/$550,000.00/$170,000.00	$3,484,054.00/$550,000.00/$22,805.78	$0.00/$0.00/$147,194.22

ACTION ALTERNATIVES:

1. Approve funding in the amount of $4,056,859.78 for CMAR Contract #22-0009 for improvements to Harrington Park by Dean Construction.
2. Do not provide funding for CMAR Contract #22-0009 for improvements to Harrington Park by Dean Construction.
3. Other actions as directed by Council.

ATTACHMENTS:

Resolution No. - 2024-377 - Harrington Park Dean Construction CMAR Contract - Pdf
Harrington Park Bid Set Compiled 7-2022

RESOLUTION NO. 2024-377

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, APPROVING CONSTRUCTION MANAGER AT RISK CONTRACT #22-0009 WITH DEAN CONSTRUCTION FOR IMPROVEMENTS TO HARRINGTON PARK FOR AN ESTIMATED NOT TO EXCEED AMOUNT OF $4,056,859.78; AUTHORIZING THE CITY MANAGER TO EXECUTE THE NECESSARY DOCUMENTS AND, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Citizens of Duncanville approved general obligation bonds in the 2018 Bond Election for improvements to Harrington Park, and

WHEREAS, the City Council of Duncanville, Texas authorized the use of American Rescue Plan Act (ARPA) funds and Hotel Occupancy Taxes (HOT) for the completion of improvements to Harrington Park, and

WHEREAS, the City of Duncanville completed the procurement of construction manager at risk (CMAR) services through a competitive selection process with the Dean Construction as the top ranked firm, and

WHEREAS, the City Council of the City of Duncanville, Texas as directed the completion of concession/restroom facilities and trail/bridge improvements at Harrington Park through the use of 2018 bond funds, ARPA funds, and HOT funds, and

WHEREAS, Dean Construction has provided a guaranteed maximum price of $4,056,859.78 for the completion of these improvements to Harrington Park,

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

SECTION 1. The City Council of the City of Duncanville, Texas hereby approves Resolution 2024-377 for Construction Manager at Risk Contract #22-0009, attached hereto, with Dean Construction for improvements to Harrington Park.

SECTION 2. The City Council of the City of Duncanville, Texas authorizes the use of 2018 bond funds, ARPA funds, and HOT funds for the completion of improvements at Harrington Park.

SECTION 3. The City Council of the City of Duncanville, Texas authorizes the City Manager or their designee to execute all necessary documents.

SECTION 4. This Resolution shall become effective immediately following its passage.

DULY RESOLVED AND ADOPTED by the City Council of the City of Duncanville, Texas, on the 3rd day of December, 2024.

APPROVED:

_____

Greg Contreras, Mayor

ATTEST:

_____

Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

_____

Robert E. Hager, City Attorney

CONSTRUCTION MANAGER AT RISK (CMAR) CONTRACT

for

PRE-CONSTRUCTION SERVICES (PHASE I)

AND

CONSTRUCTION SERVICES (PHASE II)

CITY OF DUNCANVILLE
203 E WHEATLAND
DUNCANVILLE, TEXAS 75116

STATE OF TEXAS	§	**CITY OF DUNCANVILLE**
	§	
COUNTY OF DALLAS	§	**AGREEMENT**
	§	
	§	

CONSTRUCTION MANAGER AT-RISK CONTRACT
NUMBER #22-0009
PHASE I -PRE-CONSTRUCTION SERVICES
PHASE II – CONSTRUCTION SERVICES
FOR HARRINGTON PARK IMPROVEMENTS

This **CONSTRUCTION MANAGER AT-RISK CONTRACT** ("contract") is made and entered into by and between **(Dean Electric, Inc., dba Dean Construction)**, hereinafter referred to as "CONTRACTOR", which is legally authorized to do business in the State of Texas, and the **City of Duncanville** ("CITY"), a Texas home rule municipal corporation, hereinafter referred to as "CITY", to be effective upon approval of the Duncanville City Council and subsequent execution of this Contract by the Duncanville City Manager or his duly authorized designee.

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

RECITALS

WHEREAS the CITY desires CONTRACTOR to perform certain work and services set forth in Section 1, Scope of Services, and **Exhibit A, Scope of Services, Deliverables, and Schedule,** of this contract, which includes the pre-construction and construction services of the Harrington Park Improvement Project.

WHEREAS, the CONTRACTOR has expressed a willingness to perform said work and services, hereinafter referred to only as "services", specified in said Scope of Services and enumerated under Section 1 and **Exhibit A** of this contract; and

WHEREAS, the Contractor will serve as the City's Construction Manager coordinating with the Design Professional, which is identified as **Dunkin, Sims, Stoffels, Inc., 622 West State Street, Garland, Texas** 75040, to identify risks (financial, legal, environmental, safety, and reputational, and identifying and employing methods and solutions to mitigate and avoid such risks, to the benefit of the Owner (City). The Construction Manager shall provide effective communication, budget management, project planning, quality management, contract management and project planning on behalf of the Owner.

WHEREAS, based on the above representations, the City intends to enter into an agreement with DEAN ELECTRIC, INC. for Phase I (pre-construction services), and Phase II (construction services), to complete the project.

Section 1. Services to be Provided

Upon issuance of a written Notice to Proceed or a Purchase Order by CITY, CONTRACTOR agrees to provide to CITY the necessary services and deliverables to provide a pre-construction services and construction services, as set forth in the "Scope of Services, Deliverables, and Schedule", "Scope", **Exhibit A of Both Phase I and Phase II** and incorporated herein. **Exhibit A** also includes the Schedule of Standard Fees. **SCHEDULE:** The proposed services shall begin within **10 working days of authorization to proceed, or upon date as mutually agreed to by City and Contractor and incorporated into the project schedule**. The deliverables and schedule are included as **Exhibit A** and made a part hereto.

1.1 The Contractor shall perform all the work required, implied or reasonably inferable from this Contract.

1.2 Work

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

See attached "Exhibit A

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

Section 2. Term of Contract

The term of this contract shall begin on the last date of execution hereof (the "Effective Date") and shall continue until the project has been successfully completed, or terminated by either Party, in accordance with Section 10 of this Agreement, as detailed in this Contract.

2.1 Time and Liquidated Damages

A. The Contractor shall commence the Work on a Project within ten (10) days of receipt of a written Notice to Proceed and shall achieve Substantial Completion of the Work no later than

365 calendar days after receipt of the Notice to Proceed. The parties acknowledge that time is of the essence in the performance of the terms of this Contract. The term "calendar days" shall mean any and all days of the week or month, no days being excepted.

The parties contemplate that the progress of the Work may be delayed by certain conditions beyond the control of the parties; these delays have been contemplated by the parties and considered in the time allotted for performance specified herein and includes, but is not limited to delays occasioned on account of adverse weather, temporary unavailability of materials, shipment delays, and the presence and potential interference of other contractors who may be performing work at the Project site unrelated to this agreement.

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

B. The Contractor shall pay the Owner the sum of $500 per day for unexcused delay in achieving Substantial Completion beyond the date set forth in a Notice to Proceed for Substantial Completion of the Work. Any sums due and payable hereunder by the Contractor shall be payable, not as a penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by the Owner, estimated at or before the time of executing this Contract. When the Owner reasonably believes that Substantial Completion will be inexcusably delayed, the Owner shall be entitled, but not required, to withhold from any amounts otherwise due the Contractor an amount then believed by the Owner to be adequate to recover liquidated damages applicable to such delays. if and when the Contractor overcomes the delay in achieving Substantial Completion, or any part thereof, for which the Owner has withheld payment, the Owner shall promptly release to the Contractor those funds withheld, but no longer applicable, as liquidated damages.

C. No claim shall be made by the Contractor to the Owner, and no damages, costs or extra compensation shall be allowed or paid by the Owner to the Contractor for any delay or hindrance from any cause in the progress or completion of the Work for a particular Project or this Contract. The Contractor's sole remedy in the event of any delay or hindrance shall be to request time extensions by written change orders as provided for hereinafter. Should the Contractor be delayed by an act of the Owner or should the Owner order a stoppage of the Work for sufficient cause, an extension of time shall be granted by the Owner by written authorization upon written application, which extension shall not be unreasonably denied, to compensate for the delay.

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

2.2 Substantial Completion

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

2.3 Time is of the Essence

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

Section 3. The Contract Documents and Ownership

The documents defined below, and attached hereto, shall be considered as the "contract documents".

Exhibit A.1 – Phase I – Scope, Requirements, and specific Terms and Conditions
Exhibit A.2 – Phase II - Scope, Requirements, and specific Terms and Conditions
Exhibit B – Engineered Seal Approved Plans and Specifications
Exhibit C – Solicitation Document - CMAR 22-0009
Exhibit D – Project Insurance Document
Exhibit E – Project Bonding (Payment and Performance Bonds)
Exhibit F – Conflict of Interest Form and Instructions
Exhibit G – Form 1295 and Instructions
Exhibit H – Texas House Bill 89 Verification Statement
Exhibit I – Service Provider Verification Form
Exhibit J – SAM.gov Record Submission
Exhibit K – Required Federal Terms/Conditions/Forms, Davis-Bacon Requirements
Exhibit L – City Council Resolution

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

A. All surveys, studies, proposals, applications, drawings, plans, specifications, and other documents, including those in electronic form, prepared by CONTRACTOR and its consultants, subcontractor's, agents, representatives, and/or employees in connection with this Contract ("Project Documents") are intended for the use and benefit of CITY. CONTRACTOR and its consultants, subcontractor's, agent(s), representatives, and/or employees shall be deemed the authors of their respective part of the Project Documents. Notwithstanding, CITY shall own, have, keep, and retain all rights, title, and interest in and to all Project Documents, including all ownership, common law, statutory, and other reserved rights, including copyrights (except copyrights held by the CONTRACTOR) in and to all Project Documents, whether in draft form or final form, which are produced at CITY's request and in furtherance of this Contract.

B. CITY shall have the right to publish, disclose, distribute, and otherwise use such deliverables, materials, and reports for those purposes for which they were intended. CITY shall have full authority to authorize CONTRACTOR(s), subcontractor's, sub-subcontractor's, CITY consultants, and material or equipment suppliers to reproduce applicable portions of the Project Documents to and for use in their execution of the work or for any other governmental purpose connected with this project. All materials and reports prepared by CONTRACTOR in connection with this Contract are "works for hire" and shall be the property of CITY. CITY shall have the right to publish, disclose, distribute, and otherwise use Project Documents. CONTRACTOR shall, upon completion of the services and full

payment for the CONTRACTOR'S services by the CITY, or earlier termination and appropriate compensation as provided by this Contract, provide CITY with reproductions of all materials, reports, and exhibits prepared by CONTRACTOR pursuant to this Contract in a TIFF, JPEG or PDF format, and a DXF format in current version of AutoCAD with NAD-83 coordinate format of all such instruments of service to the CITY, as applicable.

C. All instruments of service (including plans, specifications, drawings, reports, designs, computations, computer programs developed specifically for this work by the CONTRACTOR, estimates, surveys, other data, or work items, etc.) prepared under this Contract shall be submitted for approval of CITY. All instruments of service shall be professionally sealed as may be required by law or by the CITY.

D. Acceptance and approval of the Project Documents by CITY shall not constitute nor be release of the responsibility and liability of CONTRACTOR, its employees, associates, agents and CONTRACTORs for the accuracy or competency of their designs, working drawings and specifications, or other documents and work; nor shall such approval be deemed to be an assumption of such responsibility by CITY for any defect in the designs, working drawings and specifications, or other documents prepared by CONTRACTOR, its employees, CONTRACTOR, agents and CONTRACTOR's.

Section 4. Contractor Obligations and Rights

The Contract between the Owner and the Contractor, of which this Agreement is a part, consists of the **Contract Documents, Engineered Seal Approved Plans, and Specifications, Solicitation Document, and Awarded Contractor Pricing Sheet, attached hereto and incorporated herein as Exhibits A, B, C, D, E, F, G, H, I, J, K, and L** or as defined herein. It shall be effective on the date this Agreement is executed by the last party to execute it. This agreement is federally funded, and subject to all Federal requirements, terms, and conditions of the grant award funds.

CONTRACTOR shall devote such time as reasonably necessary for the satisfactory performance of the work under this Contract, as described in the Scope of Services, attached, and incorporated herein as **Exhibit A.** Should CITY require additional services not included under this Contract, CONTRACTOR shall make reasonable effort to provide such additional services at mutually agreed charges or rates, and within the time schedule prescribed by CITY; and without decreasing the effectiveness of the performance of services required under this Contract. THE CONTRACTOR shall be responsible for the quality of goods and services furnished by CONTRACTOR under this Contract. CONTRACTOR shall complete the work with the professional skill and care ordinarily provided by similarly situated professionals in the same or similar locality and under the same or similar circumstances and professional license. CONTRACTOR shall, without additional compensation, correct or revise any errors or deficiencies in the services.

A. To the extent reasonably necessary for CONTRACTOR to perform the services under this Contract, CONTRACTOR shall be authorized to engage the services of any agents, assistants, persons, or corporations that CONTRACTOR may deem proper to aid or assist in the performance of the services under this Contract with the prior written approval of CITY. The cost of such personnel and assistance shall be reimbursable expense to CONTRACTOR only if authorized in writing in advance by CITY.

B. CONTRACTOR shall furnish and pay for all labor, tools, materials, equipment, supplies, transportation, services, and management necessary to perform all work as set forth in the Scope of Services including to the agreed upon schedule.

C. INTENT AND INTERPRETATION

1. The intent of this Contract is to require complete, correct and timely execution of the Work. Any Work that may be required, implied or inferred by the Contract Documents, or any one or more of them, as necessary to produce the intended result shall be provided by the Contractor for the Contract Price.
2. This Contract is intended to be an integral whole and shall be interpreted as internally consistent. What is required by any one Contract Document shall be considered as required by the Contract.
3. When a word, term or phrase is used in this Contract, it shall be interpreted or construed, first, as defined herein; second, if not defined, according to its generally accepted meaning in the construction industry; and third, if there is no generally accepted meaning in the construction industry, according to its common and customary usage.
4. The words "include", "includes", or "including", as used in this Contract, shall be deemed to be followed by the phrase, "without limitation".
5. The specification herein of any act, failure, refusal, omission, event, occurrence, or condition as constituting a material breach of this Contract shall not imply that any other, non-specified act, failure, refusal, omission, event, occurrence or condition shall be deemed not to constitute a material breach of this Contract.
6. Words or terms used as nouns in this Contract shall be inclusive of their singular and plural forms unless the context of their usage clearly requires a contrary meaning.
7. The Contractor shall have a continuing duty to read, carefully study and compare each of the Contract Documents, the Shop Drawings, the Product Data, and any Plans and Specifications, and shall give written notice to the Owner of any inconsistency, ambiguity, error or omission which the Contractor may discover with respect to these documents before proceeding with the affected Work. The issuance, or the express or implied approval by the Owner or the Designee of the Contract Documents, Shop Drawings or Product Data shall not relieve the Contractor of the continuing duties imposed hereby, nor shall any such approval be evidence of the Contractor's compliance with this Contract. By the execution hereof, the Contractor acknowledges and represents that it has received, reviewed and carefully examined all contract documents, has found them to be complete, accurate, adequate, consistent, coordinated, and sufficient for construction, and that the Contractor has not, does not, and will not rely upon any representation or warranties by the Owner concerning such documents as no such representation or warranties have been or are hereby made. Further, the Contractor represents and warrants that it has had a sufficient opportunity to inspect the Project site and assumes all responsibility for inadequacies or ambiguities in the plans, drawings or specifications as well as for latent conditions of the site where the work is to be performed.
8. As between numbers and scaled measurements on the Drawings and in the Design, the numbers shall govern, as between larger scale and smaller scale drawings, the larger scale

shall govern.

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

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

11. The Contractor shall perform all Work strictly in accordance with this Contract.

12. The Contractor shall supervise and direct the Work using the Contractor's best skill, effort and attention. The Contractor shall be responsible to the Owner for any and all acts or omissions of the Contractor, its employees and others engaged in the Work on behalf of the Contractor.

A. The CONTRACTOR shall employ only orderly and competent workers, skilled in the performance of the services which they will perform under the Contract.

B. While in the course and scope of delivering goods or services under a City of Duncanville contract or on the CITY's property, a Contractor shall not:

1. use or possess a firearm, including a concealed handgun that is licensed under state law, except as required by the terms of the contract; or
2. use or possess alcoholic or other intoxicating beverages, illegal drugs or controlled substances, nor may such workers be intoxicated, or under the influence of alcohol or drugs, on the job.

C. If the CITY or the CITY's representative notifies the CONTRACTOR that any worker is incompetent, disorderly, or disobedient, has knowingly or repeatedly violated safety regulations, has possessed any firearms, or has possessed or was under the influence of alcohol or drugs on the job, the CONTRACTOR shall immediately remove such worker from Contract services, and may not employ such worker again on Contract services without the CITY's prior written consent.

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

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

13. Warranty - The Contractor warrants to the Owner that all labor furnished to progress the Work under this Contract will be competent to perform the tasks undertaken, that the product of such labor will yield only first-class results, that materials and equipment furnished will

be of good quality and new unless otherwise permitted by this Contract, and that the Work will be of good quality, free from faults and defects and in strict conformance with this Contract. All Work not conforming to these requirements may be considered defective.

The Contractor warrants and represents that all services to be provided the City of Duncanville under the Contract will be fully and timely performed in a good and workmanlike manner in accordance with generally accepted industry standards and practices, the terms, conditions, and covenants of the Agreement, and all applicable Federal, State, and local laws, rules, or regulations.

A. The Contractor may not limit, exclude, or disclaim the foregoing warranty or any warranty implied by law, and any attempt to do so shall be without force or effect.

B. **The Contractor shall provide a one-year (1) warranty for all work performed, and products/goods installed with this project.**

Unless otherwise specified in the Agreement, the warranty period shall be at least one year from the Acceptance Date. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand perform the services again in accordance with above standard at no additional cost to the City of Duncanville. All costs incidental to such additional performance shall be borne by the Contractor. The City of Duncanville shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach warranty, but failure to give timely notice shall not impair the City of Duncanville's rights under this section.

C. If the Contractor is unable or unwilling to perform its services in accordance with the above standard as required by the City of Duncanville, then in addition to any other available remedy, the City of Duncanville may reduce the amount of services it may be required to purchase under the Agreement from the Contractor and purchase conforming services from other sources. In such event, the Contractor shall pay to the City of Duncanville upon demand the increased cost, if any, incurred by the City of Duncanville to procure such services from another source.

14. The Contractor shall obtain and pay for all permits, fees and licenses necessary and ordinary for the Work. **Provided the work is on City owned Property, and for a City purpose, all permit fees from the City of Duncanville shall be waived, as an exception to City policy and procedures.** The Contractor shall notify the Permit Department of the exception granted. The Contractor shall comply with all lawful requirements applicable to the Work and shall give and maintain any and all notices required by applicable law pertaining to the Work.

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

16. The Contractor, within fifteen (15) days of commencing the Work on any Project, shall submit to the Owner for its information, the Contractor's schedule for completing the Work. The Contractor's schedule shall be revised no less frequently than monthly (unless the parties otherwise agree in writing) and shall be revised to reflect conditions encountered

from time to time and shall be related to the entire Project. Each such revision shall be furnished to the Owner. Failure by the Contractor to strictly comply with the provisions of this Paragraph 7.7 shall constitute a material breach of this Contract.

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

18. Shop Drawings, Product Data and Samples

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

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

19. Cleaning the Site and the Project

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

20. Access to Work and Inspections

    The Owner shall have access to the Work at all times from commencement of the Work through final completion. The Contractor shall take whatever steps necessary to provide access when requested. When reasonably requested by the Owner, the Contractor shall perform or cause to be performed such testing as may be necessary or appropriate to insure suitability of the jobsite or the Work's compliance with the Contract requirements.

Section 5. Owner Obligations and Rights

5.1 Information, Services and Tasks Required from Owner

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

the site of a particular Project.

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

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

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

5.2 Right to Stop Work

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

5.3 Owner's Right to Perform Work

If the Contractor's Work on any Project is stopped by the Owner under Paragraph 4.2, and the Contractor fails within seven (7) days of such stoppage to provide adequate assurance to the Owner that the cause of such stoppage will be eliminated or corrected, then the Owner may, without prejudice to any other rights or remedies the Owner may have against the Contractor, proceed to carry out the subject Work. In such a situation, an appropriate Change Order shall be issued deducting from the Contract Price the cost of correcting the subject deficiencies, plus compensation for the Owner's additional services and expenses necessitated thereby, if any. If the unpaid portion of the Contract Price is insufficient to cover the amount due the Owner, the Contractor shall pay the difference to the Owner.

Section 6. Invoices

A. The CONTRACTOR shall submit invoices for work completed, from the purchase order issued Invoices shall be emailed to the CITY's Accounts Payable Department at accountspayable@duncanville.com with a proforma copy to the City's designated project manager or departmental point-of-contact. Payment will be made by check unless the parties mutually agree to payment by credit card or electronic transfer of funds. The CONTRACTOR agrees that there shall be no additional charges, surcharges, or penalties to the CITY for payments made by credit card or electronic funds transfer.

B. Proper Invoices must include a unique invoice number, the purchase order or delivery order number and the master contract number, if applicable, the Department's Name, and the name of the point of contact for the Department. Invoices shall be itemized. The CONTRACTOR's name, remittance address and, if applicable, the tax identification number on the invoice must exactly match the

information in the Vendor's registration with the CITY. Unless otherwise instructed in writing, the CITY may rely on the remittance address specified on the CONTRACTOR's invoice.

C. Invoices for labor performed outside of the scope but previously agreed to by the City with a written change order, shall be listed on the monthly invoice as a separate item. Invoices for labor shall include a copy of all timesheets with labor rate and deliverables clearly identified. Invoices shall also include a tabulation of work hours at the appropriate rates and grouped accordingly. Time billed for labor shall be limited to hours actually worked.

D. Unless otherwise expressly authorized in the Contract, the CONTRACTOR shall pass through all Subcontractor and other authorized expenses at actual cost without markup.

E. Federal excise taxes, State taxes, or CITY sales taxes shall not be included in the invoiced amount. The CITY will furnish a tax exemption certificate upon request.

Section 7. Payment

The total CONTRACTOR fee shall be as specified in **Exhibit A** and in **Section 5.** The total amount of the invoices on the project shall not exceed the contract amount of **($4,056,859.78), Four Million, Fifty-Six Thousand, Eight Hundred and Fifty-Nine Dollars and Seventy-Eight Cents** for all services authorized in writing and properly performed by CONTRACTOR in accordance with the Payment Schedule set forth in this Section, unless amended in writing by the City. All fees paid to CONTRACTOR, by CITY, shall be based on invoices submitted by CONTRACTOR for work performed and approved by the CITY. Payment will be made by check unless the parties mutually agree to payment by credit card or electronic transfer of funds (EFT). The CONTRACTOR agrees that there shall be no additional charges, surcharges, or penalties to the CITY for payments made by credit card or electronic funds transfer.

Payment and Performance Schedule:

Construction Start Date: January 1, 2025 ✓

Construction Completion Date: December 31, 2025 ✓

Total Calendar Days Allowed: 365 ✓

Guaranteed Maximum Price Cost and Project Schedule

Harrington Park
City of Duncanville
Guaranteed Maximum Price

		10/1/2024	11/1/2024	
		Revised Prices	Revised Prices	Combined Pricing
Subcontractor	Task	Buildings	Trail/ Bridge	
Prime Erosion Control	Erosion control SWPPP	$9,200.00	$4,200.00	$13,400.00
Dean Construction	Temporary Fence	$6,500.00	NIC	$6,500.00
Ten Hagen Excavating inc.	Demo & Earthwork	$48,450.00	$48,000.00	$96,450.00
Tri Dal Utilities	Utilities	$110,755.49	NIC	$110,755.49
Dean Construction	Site concrete	$84,916.00	$98,520.00	$183,436.00
Dean Construction	Pedestrian Bridge	NIC	$444,200.00	$444,200.00
Dean Construction	Baseball Restroom / Concession	$1,074,000.00	NIC	$1,074,000.00
Dean Construction	Soccer Restroom / Concession	$1,187,638.00	NIC	$1,187,638.00
Dean Construction	Alternate Stainless Steel Fixtures	$45,985.00	NIC	$45,985.00
Dean Construction	Handrails/ guardrails	NIC	$7,800.00	$7,800.00
Dean Construction	fine grade / grade maintenance	$6,000.00	$11,500.00	$17,500.00
Dean Construction	Turf Establishment	$9,400.00	$14,200.00	$23,600.00
Dean Construction	Site signage	$1,700.00	NIC	$1,700.00
Nema 3 Electric	Site electrical	$227,608.00	NIC	$227,608.00
		$2,812,152.49	$628,420.00	$3,440,572.49
	Owner controlled contingency	$140,607.62	$31,421.00	$172,028.62
		$2,952,760.11	$659,841.00	$3,612,601.11
	General Conditions 8.5%	$250,984.61	$56,086.00	$307,070.61
	Fee 3.5%	$112,131.06	$25,057.00	$137,188.06
	Guaranteed Maximum Price	$3,315,875.78	$740,984.00	$4,056,859.78

**** Power Company charges are excluded and shall be directly paid by the Owner.**

The CITY may withhold or set off the entire payment or part of any payment otherwise due the CONTRACTOR to such extent as may be necessary on account of:

- third party claims, which are not covered by the insurance which the CONTRACTOR is required to pay provided the City receives notification of a valid claim or reasonable evidence indicating probable filing of such claims.
- failure of the CONTRACTOR to pay Subcontractors, or for labor, materials or equipment: damage to the property of the CITY or the CITY's agents, employees, or contractors, which is not covered by insurance required to be provided by the CONTRACTOR.
- reasonable evidence that the CONTRACTOR's obligations will not be completed within the time specified in the Contract, and that the unpaid balance would not be adequate to cover actual or damages for the anticipated delay.
- Failure of the CONTRACTOR to submit proper invoices, with all required attachments and supporting documentation.
- failure of the CONTRACTOR to comply with any material provision of the Contract or perform the project in a satisfactory manner.
- Invoices for labor performed outside of the scope and but previously agreed to by the OWNER with a written change order, shall be listed on the monthly invoice as a separate item. Invoices for labor shall include a copy of all timesheets with labor rate and deliverables clearly identified. Invoices shall also include a tabulation of work hours at the appropriate rates and grouped by work order number. Time billed for labor shall be limited to hours actually worked.
- Unless otherwise expressly authorized in the Contract, the CONTRACTOR shall pass through all Subcontractor and other authorized expenses at actual cost without markup.
- Federal excise taxes, State taxes, or CITY sales taxes must not be included in the invoiced

amount. The OWNER will furnish a tax exemption certificate upon request.

- any sums owed to the CITY, for any reason including delinquent taxes.

Payments shall be made within 30 days of receipt of invoice by CITY, unless disputed by the CITY. If payment is not timely made, interest shall accrue on the unpaid balance at the lesser of the rate specified in Texas Government Code Section 2251.025 or the maximum lawful rate; except, if payment is not timely made for a reason for which the City may withhold payment hereunder, interest shall not accrue until ten (10) calendar days after the grounds for withholding payment have been resolved.

Neither CITY's review, approval or acceptance of, nor payment for any of the services required under this Contract, shall be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and CONTRACTOR shall be and remain liable to CITY in accordance with applicable law for all damages to CITY caused by CONTRACTOR's negligent performance of any of the services furnished under this Contract.

The rights and remedies of CITY under this Contract are as provided by law and allowed by this contract.

Section 8. Contract Administration

8.1 The Owner or Owner's Designee

The Owner may administer this Contract itself or appoint a Designee to administer this Contract. The Owner's Designee ("Designee") may be an employee of the Owner or may be retained by the Owner as an independent contractor but, in either event, the Designee's duties and authority shall be as set forth hereinafter. The Contractor understands and agrees that it shall abide by the decisions and instructions of the Owner's Designee notwithstanding the contractual relationship between the Owner and Designee. All of the Owner's instructions to the Contractor shall be through the Designee unless otherwise provided by Owner.

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

8.2 Designee's Administration

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

B. The Owner and the Contractor shall communicate with each other in the first instance through the Designee.

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

D. The Designee will review the Contractor's Applications for Payment and will certify to the

Owner for payment to the Contractor; those amounts are then due to the Contractor as provided in this Contract.

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

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

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

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

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

8.3 Claims by the Contractor

A. The Designee shall determine all claims and matters in dispute between the Contractor and Owner with regard to the execution, progress, or sufficiency of the Work or the interpretation of the Contract Documents, including but not limited to the plans and specifications. Any dispute shall be submitted in writing to the Designee within seven (7) days of the event or occurrence or the first appearance of the condition giving rise to the claim or dispute who shall render a written decision within a reasonable time thereafter. The Designee's decisions shall be final and binding on the parties. In the event that either party objects to the Designee's determination as to any submitted dispute, that party shall submit a written objection to the Designee and the opposing party within ten (10) days of receipt of the Designee's written determination in order to preserve the objection. Failure to so object shall constitute a waiver of the objection for all purposes.

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

C. *Claims for Concealed, Latent or Unknown Conditions.* The Contractor expressly represents that it has been provided with an adequate opportunity to inspect all Project sites and thoroughly review the Contract Documents and plans and specifications prior to submission of its bid and the Owner's acceptance of the bid. Subject to the conditions hereof, Contractor assumes full responsibility and risk for any concealed, latent or unknown condition which may affect the Work. No claims for extra work or additional compensation shall be made by Contractor in connection with concealed, latent or unknown conditions

except as expressly provided herein. Should concealed, latent or unknown conditions encountered in the performance of any Work (a) below the surface of the ground or (b) in an existing structure be at variance with the conditions indicated by this Contract, or should unknown conditions of an unusual nature differing materially from those ordinarily encountered in the area and generally recognized as inherent in Work of the character provided for in this Contract, be encountered, the Contract Price shall be equitably adjusted by Change Order upon the written notice and claim by either party made within seven (7) days after the first observance of the condition. As a condition precedent to the Owner having any liability to the Contractor for concealed or unknown conditions, the Contractor must give the Owner and the Designee written notice of, and an opportunity to observe, the condition prior to disturbing it. The failure by the Contractor to make the written notice and claim as provided in this Subparagraph shall constitute a waiver by the Contractor of any claim arising out of or relating to such concealed, latent or unknown condition and the Contractor thereby assumes all risks and additional costs associated therewith.

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

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

F. *Claims for Additional Time*. If the Contractor is delayed in progressing any task which at the time of the delay is then critical or which during the delay becomes critical, as the sole result of any act or neglect to act by the Owner or someone acting in the Owner's behalf, or by changes ordered in any Work, unusual delay in transportation, unusually adverse weather conditions not reasonably anticipated, fire or any causes beyond the Contractor's control, then the date for achieving Substantial Completion of the Work shall be extended upon the written notice and claim of the Contractor to the Owner and the Designee, for such reasonable time as the Designee may determine. Any notice and claim for an extension of time by the Contractor shall be made not more than seven (7) days after the occurrence of the event or the first appearance of the condition giving rise to the claim and shall set forth in detail the Contractor's basis for requiring additional time in which to complete the Project. In the event the delay to the Contractor is a continuing one, only one notice and claim for additional time shall be necessary. If the Contractor fails to make such claim as required in this Subparagraph, any claim for an extension of time shall be waived. The procedures and remedies provided by this provision shall be the sole remedy of the

Contractor, and the Contractor shall not assert nor be entitled to any additional delays or damages associated therewith.

8.4 Field Orders

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

8.5 Revisions of Scope of Work and Workplan

In response to changes in needs of the project, CITY reserves the right to direct substantial revision to the scope of work initially agreed, including changes to the drawings, specifications, or other project documents after due approval by CITY, as CITY may deem necessary. In such event, CITY shall pay CONTRACTOR its regular compensation for services rendered in making such revisions, provided such compensation is customarily reasonable. When CONTRACTOR is directed to make substantial revisions under this section of the contract, CONTRACTOR shall provide to CITY a written proposal for the entire costs involved and the completion time involved in providing the revisions. CITY shall not knowingly require any revision that is illegal or that violates the ethics of CONTRACTOR. Prior to CONTRACTOR undertaking any substantial revision as directed by CITY, CITY must authorize in writing the nature and scope of the revisions and accept the method and amount of compensation and the time involved in all phases of the work.

Section 9. Uncovering and Correcting Work

9.1 Uncovering Work

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

B. If any of the Work is covered in a manner not inconsistent with Subparagraph 9.1.A above, it shall, if required by the Designee or Owner, be uncovered for the Designee's inspection. If such Work conforms strictly with this Contract, costs of uncovering and proper replacement shall by Change Order be charged to the Owner. If such Work does not strictly conform with this Contract, the Contractor shall pay the costs of uncovering and proper replacement.

9.2 Correcting Work

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

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

C. Nothing contained in this Paragraph 9.2 shall establish any period of limitation with respect to other obligations which the Contractor has under this Contract. The establishment of the one-year time period in Subparagraph 9.2.B. relates only to the duty of the Contractor to specifically correct the Work.

9.3 Owner May Accept Defective or Nonconforming Work

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

Section 10. Adjustments and Changes to the Work – Contract Amendments

No claims for extra services, additional services, modifications, or changes in the services will be made by CONTRACTOR without a written contract with CITY prior to the performance of such services. The Contract can be modified or amended only in writing as signed by both parties. No pre-printed or similar terms on any of the CONTRACTOR invoice, order or other document shall have any force or effect to change the terms, covenants, and conditions of the Contract.

10.1 Notice to Surety; Consent

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

This Contract contains the entire understanding of the parties with respect to the subject matter hereof and there are no oral understandings, statements or stipulations bearing upon the meaning or effect of this Contract which have not been incorporated herein. This Contract may only be modified,

amended, supplemented, or waived by a written instrument executed by the parties except as may be otherwise provided therein.

Section 11. Termination

11.1 Termination by the Contractor

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

B. If the Owner shall persistently or repeatedly fail to perform any material obligation to the Contractor for a period of fifteen (15) days after receiving written notice from the Contractor of its intent to terminate hereunder, the Contractor may terminate performance under this Contract by written notice to the Designee and the Owner. In such an event, the Contractor shall be entitled to recover from the Owner as though the Owner had terminated the Contractor's performance under this Contract for convenience pursuant to Subparagraph 11.2 hereunder.

11.2 Termination by the Owner

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

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

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

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

E. The Owner and the Contractor may agree to the compensation, if any, due to the Contractor hereunder.

F. Absent agreement to the amount due to the Contractor, the Owner shall pay the

Contractor the following amounts:

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

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

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

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

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

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

I. In the event the employment of the Contractor is terminated by the Owner for cause pursuant to Subparagraph 11.2.A and it is subsequently determined by a Court of competent jurisdiction that such termination was without cause; such termination shall thereupon be deemed a Termination for Convenience under Subparagraph 9.2, and the provisions of Subparagraph 11.2.A shall apply.

Section 12. Subcontractors

12.1 Definition

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

12.2 Award of Subcontracts

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

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

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

Section 13. Surety Bonds

The Contractor shall furnish separate performance and payment bonds to the Owner as detailed in the General Conditions.

Section 14. Insurance

Contractor shall furnish proof of Owner-stipulated insurance requirements as detailed in the General Conditions.

CONTRACTOR shall provide and maintain Workman's Compensation and Employer's Liability Insurance for the protection of CONTRACTOR's employees, as required by law. CONTRACTOR shall also provide and maintain in full force and effect during the term of this Contract, insurance (including, but not limited to, insurance covering the operation of automobiles, trucks and other vehicles) protecting CONTRACTOR and QWNER against liability from damages because of injuries, including death, suffered by any person or persons other than employees of CONTRACTOR, and liability for damages to property, arising from or growing out of CONTRACTOR's operations in connection with the performance of this Contract.

Such insurance covering personal and bodily injuries or death shall be in the sum of not less than Two Million Dollars ($2,000,000.00) for one (1) person, and not less than Two Million Dollars for any (1) [illegible] occurrence. Insurance covering damages to property shall be in the sum of not less than Two

Million Dollars ($2,000,000.00) for any (1) one occurrence, and Two Million Dollars ($2,000,000.00) aggregate.

A signed Certificate of Insurance, satisfactory to QWNER, showing compliance with the requirements of this Section shall be furnished to QWNER before any services are performed under this Contract to:

CITY of Duncanville
Attn: Chief Procurement Officer
PO Box 380280
Duncanville, TX 75138
(972) 780-5058
elton.brock@duncanvilletx.gov

All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least **"A" by AM Best** or other equivalent rating service. All policies must be written on a primary basis, non-contributory with any other insurance coverage and/or self-insurance maintained by the OWNER.

Section 15. Indemnification for Injury and Performance

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

The 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 contract. This provision shall survive the termination of this contract.

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

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

Section 16. Indemnification for Unemployment Compensation

CONTRACTOR agrees that it is an independent CONTRACTOR and not an agent of the CITY, and that CONTRACTOR is subject, as an employer, to all applicable Unemployment Compensation Statutes, so as to relieve CITY of any responsibility or liability from treating CONTRACTOR's employees as employees of CITY for the purpose of keeping records, making reports or payments of Unemployment Compensation taxes or contributions. CONTRACTOR further agrees to indemnify and hold CITY harmless and reimburse it for any expenses or liability incurred under said Statutes in connection with employees of CONTRACTOR.

Section 17. Indemnification for Performance

CONTRACTOR shall defend and indemnify CITY against and hold CITY and the premises harmless from any and all claims, suits or liens based upon or alleged to be based upon the non- payment of labor, tools, materials, equipment, supplies, transportation, and management costs incurred by CONTRACTOR in performing this Contract.

Section 18. Assignment-Delegation

The Contract shall be binding upon and ensure to the benefit of the CITY and the CONTRACTOR and their respective successors and assigns, provided however, that no right or interest in the Contract shall be assigned and no obligation shall be delegated by the CONTRACTOR without the prior written consent of the CITY. Any attempted assignment or delegation by the CONTRACTOR shall be void unless made in conformity with this paragraph. The Contract is not intended to confer rights or benefits on any person, firm, or entity not a party hereto; it being the intention of the parties that there are no third-party beneficiaries to the Contract.

The Contractor shall notify the CITY's Chief Procurement Officer, in writing, of a company name, ownership, or address change for the purpose of maintaining updated CITY records. The president of the company or authorized official must sign the letter. A letter indicating changes in a company name or ownership must be accompanied with supporting legal documentation such as an updated W-9, documents filed with the state indicating such change, copy of the board of director's resolution

approving the action, or an executed merger or acquisition contract. Failure to do so may adversely impact future invoice payments.

Section 19. Jurisdiction, Venue, Applicable Laws

The Contract is made under and shall be governed by the laws of the State of Texas, including, when applicable, the Uniform Commercial Code as adopted in Texas, V.T.C.A., Bus. & Comm. Code, Chapter 1, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. All Parties shall comply with all Federal, State, County and Municipal laws, ordinances, regulations, safety orders, resolutions and building codes relating or applicable to services to be performed under this Contract. The laws of the State of Texas shall govern this Contract; and venue for any action concerning this Contract shall be in the State District Court of Dallas County, Texas. The parties agree to submit to the personal and subject matter jurisdiction of said court. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or ability of the CITY to seek and secure injunctive relief from any competent authority as contemplated herein. The Contractor shall further ensure that all Subcontractors observe and comply with said laws, ordinances, and regulations.

Section 20. Interpretation

The Contract is intended by the parties as a final, complete, and exclusive statement of the terms of their contract. No course of prior dealing between the parties or course of performance or usage of the trade shall be relevant to supplement or explain any term used in the Contract. Although the Contract may have been substantially drafted by one party, it is the intent of the parties that all provisions be construed in a manner to be fair to both parties, reading no provisions more strictly against one party or the other. Whenever a term defined by the Uniform Commercial Code, as enacted by the State of Texas, is used in the Contract, the UCC definition shall control, unless otherwise defined in the Contract.

Section 21. Dispute Resolution

If a dispute arises out of or relates to the Contract, or the breach thereof, the parties agree to negotiate prior to prosecuting a suit for damages. However, this section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting between representatives of each party within fourteen (14) calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum, one (1) senior level individual with decision-making authority regarding the dispute. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within thirty (30) calendar days after such a meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation as described below. Negotiation may be waived by a written contract signed by both parties; in which event the parties may proceed directly to mediation as described below.

If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within thirty (30) calendar days, a mediator trained in mediation skills to assist with resolution of the dispute. Should they choose this option; the CITY and the CONTRACTOR agree

to act in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediator. Nothing in the Contract prevents the parties from relying on the skills of a person who is trained in the subject matter of the dispute or a contract interpretation expert. If the parties fail to agree on a mediator within thirty (30) calendar days of initiation of the mediation process, the mediator shall be selected by the Dallas County Alternative Dispute Resolution Program (DCAP). The parties agree to participate in mediation in good faith for up to thirty (30) calendar days from the date of the first mediation session. The CITY and the CONTRACTOR will share the mediator's fees equally and the parties will bear their own costs of participation such as fees for any consultants or attorneys they may utilize to represent them or otherwise assist them in the mediation.

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

Section 22. Default

In the event CONTRACTOR fails to comply or becomes disabled and unable to comply with the provisions of this Contract as to the failure to commence the work, failure to diligently provide services in the quality or character of the service, failure to provide services in an efficient, timely, and careful manner, failure to provide or use an adequate number or quality of personnel to complete the work, failure to provide adequate equipment, or fail to perform any of the CONTRACTOR obligations under this contract, and the failure is not corrected within ten (10) days after written notice by CITY to CONTRACTOR, CITY may, at its sole discretion without prejudice to any other right or remedy:

A. Immediately terminate this contract and complete the work in any manner CITY deems acceptable, including engaging the services of other contractors, and shall be relieved of the payment of any further consideration to CONTRACTOR except for all work determined by CITY to be satisfactorily completed prior to termination. Payment for work satisfactorily completed shall be for actual costs, including reasonable salaries and travel expenses of CONTRACTOR to and from meetings called by CITY at which CONTRACTOR is required to attend, but shall not include any loss of profit of CONTRACTOR. In the event of such termination, CITY may proceed to complete the services in any manner deemed proper by CITY, either by the use of its own forces or by resubletting to others.

B. CITY may, without terminating this Contract or taking over the services, furnish the necessary materials, equipment, supplies and/or help necessary to remedy the situation, at the expense of CONTRACTOR.

C. Any such act by the CITY shall not be deemed a waiver of any other right or remedy of the CITY.

Section 23. Execution becomes Effective

This Contract will be effective upon execution of the Contract by and between CONTRACTOR and

Section 24. Invalidity and Severability

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

Section 25. Independent Contractor

It is understood and agreed by and between the parties that CONTRACTOR in satisfying the conditions of this Contract, is acting independently, and that the CITY assumes no responsibility or liabilities to any third party in connection with CONTRACTOR's actions. All services to be performed by CONTRACTOR pursuant to this Contract shall be in the capacity of an independent CONTRACTOR, and not as an agent or employee of CITY. CONTRACTOR shall supervise the performance of its services and shall be entitled to control the manner and means by which its services are to be performed, subject to the terms of this Contract. There is no intended third-party beneficiary to this Contract.

Section 26. Notice

Any notice required or permitted to be delivered hereunder may be sent by first class email, overnight, and courier to the address specified below, or to such other party or address as either party may designate in writing, and shall be deemed received three (3) days after delivery set forth herein:

If to OWNER (CITY):
City of Duncanville
Attn: Chief Procurement Officer
PO Box 380280
Duncanville, TX 75138
(972) 780-5850
elton.brock@duncanvilletx.gov

with a copy to:
Robert Hager
Nichols, Jackson, Dillard, Hager and Smith, L.L.P.
1800 Lincoln Plaza
500 North Akard
Dallas, Texas 75201

If to CONTRACTOR:
Dean Electric, Inc (dba Dean Construction)
701 Hall Street
Cedar Hill, TX 75104
Phone: 972-291-7153
Attn: Greg Firebaugh, President
greg@dean-construction.com

Section 27. Business Prohibitions and Requirements

1. Prohibition on Contracts with Companies Boycott of Israel

By executing this contract, CONTRACTOR verifies that it does not Boycott Israel and agrees that during the term of this Contract will not Boycott Israel as that term is defined in Texas Government Code Section 808.001, as amended.

2. Transactions with an Abortion Provider or Affiliate

CONTRACTOR certifies that it is not an abortion provider nor an affiliate of such a provider as noted in Texas SB 22, codified in Texas Government Code Chapter 2272, and effective September 1, 2019. If this provision is violated by Contractor, Contract and/or taxpayer resource transaction is voidable by CITY and Offeror agrees to defend and indemnify CITY against any action brought by the Office of the Attorney General for a violation of Section 2272.003. https://www.texasattorneygeneral.gov/abortion-provider-affiliate-transactions-prohibited#:~:text=Except%20as%20otherwise%20specified%20in,affiliate%20of%20an%20abortion%20provider.

3. Prohibition against doing business with Foreign Terrorist Organizations

By executing this contract, CONTRACTOR verifies that, pursuant to Texas Government Code, Chapter 2252, Section 2252.152, and Section 2252.153, it does not appear on the Comptroller of the State of Texas listing of companies which do business with Iran, Sudan, or any Foreign Terrorist Organization, as identified under Section 806.051, Section 807.051 or Section 2253.253, listing ofcompanies.

4. Discrimination Against Firearm & Ammunition Industries

Vendor certifies and verifies that (1)neither Vendor, nor any affiliate, subsidiary or parent company of Vendor, if any (the "Vendor Companies"), does not have a written or unwritten internal practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association and (2) Vendor agrees that Vendor and Vendor Companies will not discriminate during the term of the contract against a firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association during the term of this contract pursuant to the provisions of Texas Government Code Chapter 2274.For purposes of this Contract, the term ""Discriminate against a firearm entity or firearm trade association" shall have the meaning defined in Texas Government Code Chapter 2274.

5. Boycotting of Energy Companies

The vendor certifies and verifies that it is not a company identified on the Texas Comptroller's list of companies known to boycott energy companies, as defined in Texas Government Code Chapter 809. Vendor further certifies and verifies that neither Vendor, nor any affiliate, subsidiary, or parent company of Vendor, if any (the "Vendor Companies"), boycotts energy companies and Vendor agrees that Vendor and Vendor Companies will not boycott energy companies during the term of this contract pursuant to the

provisions of Texas Government Code Chapter 809. For purposes of this Contract, the term "boycott energy company" shall have the meaning defined in the Texas Government Code Chapter 80.

6. Certificate of Interested Parties Electronic Filing (See Exhibit F)

No officer, employee, independent consultant, or elected official of the CITY who is involved in the development, evaluation, or decision-making process of the performance of any solicitation or contract shall have a financial interest, direct or indirect, in the Contract resulting from that solicitation or proposal. Any violation of this provision, with the knowledge, expressed or implied, of the CONTRACTOR shall render the Contract voidable by the CITY. In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that the CITY of Duncanville may not enter into this contract unless the CONTRACTOR submits a disclosure of interested parties (Form 1295) to the CITY at the time the CONTRACTOR submits the signed contract. The Texas Ethics Commission has adopted rules requiring the business entity to file Form 1295 electronically with the Commission. CONTRACTOR will be required to furnish a Certificate of Interest Parties before the contract is awarded, in accordance with Government Code 2252.908. https://www.ethics.state.tx.us/filinginfo/1295/

The CITY must acknowledge the receipt of the filed Form 1295 not later than the 30th day after Council award. Once a Form 1295 is acknowledged, it will be posted to the Texas Ethics Commission's website within seven business days.

Section 28. Funding and Non-Appropriation Clause

The awarding or continuation of this contract is dependent upon the availability of funding. The City's payment obligations are payable only and solely from funds appropriated and available for this Contract. CONTRACTOR recognizes that the continuation of any multi-year contract after the close of, or during, any given fiscal year of the CITY, which fiscal year ends on September 30 of each year, shall be subject to Council budget approval of the CITY providing for or covering such contract as an expenditure therein. Should funding not be approved by the City Council for any given budget year during the contract term, the contract will terminate and become null and void; however, any work performed, and approved to date shall be paid.
The CITY shall provide the CONTRACTOR written notice of the failure of the CITY to make an adequate appropriation for any fiscal year to pay the amounts due under the multi-year contract, or the reduction of any appropriation to an amount insufficient to permit the CITY to pay its obligations under the Contract. In the event of none or inadequate appropriation of funds, there will be no penalty nor removal fees charged to the CITY.

Section 29. Right to Inspect/Audit Records

CONTRACTOR agrees that CITY shall, until the expiration of three (3) years after final payment under this contract, have access to and the right to examine any directly pertinent books, documents, papers, and records of CONTRACTOR involving transactions relating to this contract. CONTRACTOR agrees that CITY shall have access during normal working hours to all necessary CONTRACTOR facilities and shall be provided with adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. CITY shall give CONTRACTOR reasonable advance notice of intended audits no less than 3 business day(s). CONTRACTOR further

agrees to include in subcontract(s), if any, a provision that any subcontractor or subcontractors agrees that CITY shall, until the expiration of three (3) years after final payment under any subcontract, have access to and the right to examine any directly pertinent books, documents, papers and records of such subcontractors transactions regarding the CONTRACT, and further, that CITY shall have access during normal working days and hours, and shall give the CONTRACTOR or subcontractor(s) reasonable advance notice of intended audits no less than 3 business day(s).

The CONTRACTOR shall retain all financial records, supporting documents, statistical records, and any other records or books relating to the performances called for in the Contract. The CONTRACTOR shall retain all such records for a period of three (3) years after the expiration of the Contract, or until the Federal Auditor, CPA or State Auditor's Office is satisfied that all audit and litigation matters are resolved, whichever period is longer. The CONTRACTOR shall grant access to all books, records, and documents pertinent to the Contract to the Federal Auditor, CPA, the State Auditor of Texas, and any federal governmental entity that has authority to review records due to federal funds being spent under the Contract.

Section 30. Successors and Assigns

CITY and CONTRACTOR each bind itself and its successors, executors, administrators and assigns to the other party of this contract and to the successor, executors, administrators and assigns of such other party in respect to all covenants of this contract. Neither CITY nor CONTRACTOR shall assign or transfer its interest herein without the prior written consent of the other.

Section 31. Disclosure of No Conflicts of Interest (Exhibit F)

By signing this contract, CONTRACTOR acknowledges to CITY that it has made full disclosure in writing of any existing conflicts of interest or potential conflicts of interest, including personal financial interests, direct or indirect, in property abutting the proposed project and business relationships with abutting property owners. CONTRACTOR further agrees that it will make disclosure in writing of any conflicts of interest which develop subsequent to the signing of this contract and prior to final payment under the contract.

Section 32. Compliance with Health, Safety, and Environmental Regulations.

The CONTRACTOR, its Subcontractors, and their respective employees, shall comply fully with all applicable federal, state, and local health, safety, and environmental laws, ordinances, rules, and regulations in the performance of the services, including but not limited to those promulgated by the CITY and by the Occupational Safety and Health Administration (OSHA). In case of conflict, the most stringent safety requirement shall govern. The CONTRACTOR shall indemnify and hold the CITY harmless from and against all claims, demands, suits, actions, judgments, fines, penalties, and liability of every kind arising from the breach of the CONTRACTOR's obligations under this paragraph.

Environmental Protection: The CONTRACTOR shall be in compliance with all applicable standards, orders, or regulations issued pursuant to the mandates of the Clean Air Act (42 U.S.C. §7401 *et seq.*) and the Federal Water Pollution Control Act, as amended, (33 U.S.C. §1251 *et seq.*).

Section 33. Federal Work Authorization and Employment Verification

The Immigration Reform and Control Act of 1986 (IRCA) makes it illegal for employers to knowingly hire or recruit immigrants who do not possess lawful work authorization and requires employers to verify their employees' work eligibility on a U.S. Department of Justice Form I-9. The CONTRACTOR warrants that the CONTRACTOR is in compliance with IRCA during the term of this contract with the CITY. The CONTRACTOR warrants that the CONTRACTOR has included or will include a similar provision in all written contracts with any Subcontractor(s) engaged to perform services under this Contract. The CONTRACTOR performs services for the CITY as a result of this Agreement and compensation for services may exceed the minimum set forth in Texas Government Code Section 2269.002, as amended from time to time. Pursuant to Texas Government Code Section 2269.002, for as long as this Agreement remains in effect, the CONTRACTOR will be registered with and participate in the federal work authorization program to verify the immigration status of newly hired employees ("E-Verify"). The CONTRACTOR shall complete and execute the Service Provider E-Verify Compliance Affidavit attached as **Exhibit I** to this Agreement, or a similar affidavit that meets the requirements of the law.

If the CONTRACTOR subcontracts any services described in this Agreement, The CONTRACTOR shall require the subcontractor to attest to its compliance with Texas Government Code Section 2269.002, as amended from time to time, and complete and execute the Subcontractor to a Service Provider E-Verify Compliance Affidavit attached as **Exhibit I.1** or a similar subcontractor affidavit that meets the requirements of the law. The CONTRACTOR shall maintain any completed affidavit and make a copy of it available to the CITY upon request. The CONTRACTOR shall ensure that any subcontractor's E-Verify affidavit becomes a part of its agreement with the subcontractor.

Section 34. Non-Discrimination and Equal Employment Opportunity

CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, age, color, religion, sex, ancestry, national origin, place of birth or disability. CONTRACTOR shall take affirmative action to ensure that applicants and employees are treated during their employment or recruitment, without regard to their race, age, color, religion, sex, ancestry, national origin, place of birth or disability. This action shall include but not be limited to employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection of training, including apprenticeship.

Section 35. Non-Suspension or Debarment Certification.

The CITY is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Duncanville Contracts. By accepting a Contract with the CITY, the CONTRACTOR certifies that its firm and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration List of Parties Excluded from

Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Duncanville.

CONTRACTOR certifies that it is not listed in the prohibited vendors list authorized by Executive Order No. 13224, "Blocking Property and Prohibiting Transactions with Persons who Commit, Threaten to Commit, or Support Terrorism", published by the United States Department of Treasury, Office of Foreign Assets Control.

Section 36. Public Information Act.

Information, documentation, and other material in connection with this contract may be subject to public disclosure pursuant to Chapter 552 of the Texas Government Code (the "Public Information Act"). In accordance with the provisions of Section 2252.907 of the Texas Government Code, the CONTRACTOR is required to make any information created or exchanged with the CITY pursuant to the contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional cost to the CITY. This information will be provided to the City's Public Information Officer. The cost of preparation of such information requests will be tabulated and billed to the CITY. The CONTRACTOR shall mark "cost schedules and determinations of cost" submitted to the CITY as "CONFIDENTIAL".

Section 37. Counterparts.

This Contract may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of any number of copies hereof each signed by less than all, but together signed by all of the parties hereto.

Section 38. Exhibits

The Exhibits attached hereto are incorporated herein and made a part hereof for all purposes.

Section 39. Survival of Obligations

Any of the representations and obligations of the parties, as well as any rights and benefits of the parties pertaining to a period of time following the termination of this Contract shall survive termination.

Section 40. Place and Condition of Work

The CITY shall provide the CONTRACTOR with access to the sites where the CONTRACTOR may perform the services in a timely and efficient manner, and in accordance with and subject to the applicable security laws, rules, and regulations. The CONTRACTOR acknowledges that it has satisfied itself as to the nature of the CITY's service requirements and specifications, the location and essential characteristics of the work sites, the quality and quantity of materials, equipment, labor, and facilities necessary to perform the services, and any other condition or state of fact which could in any way affect the performance of the CONTRACTOR's obligations under the contract. The CONTRACTOR hereby releases and holds the

CITY harmless from and against any liability or claim for damages of any kind or nature if the actual site or service conditions differ from the expected conditions.

The CONTRACTOR shall, at all times, exercise reasonable precautions for the safety of their employees, CITY Staff, participants, and others on or near the CITY's facilities.

Section 41. Headings

The headings of this Contract are for the convenience of reference only and shall not affect in any manner any of the terms and conditions hereof.

Section 42. Buy American Act and Domestic Preference

As appropriate, and to the extent consistent with law, the CONTRACTOR shall, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

The following federally funded requirements are applicable in accordance with the Buy-American Act.
A. Definitions. As used in this paragraph:
i. "Component" means an article, material, or supply incorporated directly into an end product.
ii. "Cost of components" means -
(1) For components purchased by the CONTRACTOR, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or
(2) For components manufactured by the CONTRACTOR, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.
iii. "Domestic end product" means-
(1) An unmanufactured end product mined or produced in the United States; or
(2) An end product manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind as those that the agency determines are not mined, produced, or manufactured in sufficient and reasonably available commercial quantities of a satisfactory quality are treated as domestic. Scrap generated, collected, and prepared for processing in the United States is considered domestic.
iv. "End product" means those articles, materials, and supplies to be acquired under the contract for public use.
v. "Foreign end product" means an end product other than a domestic end product.
vi. "United States" means the 50 States, the District of Columbia, and outlying areas.
B. The Buy American Act (41 U.S.C. 10a - 10d) provides a preference for domestic end products for supplies acquired for use in the United States.
C. The CITY does not maintain a list of foreign articles that will be treated as domestic for this Contract; but will consider for approval foreign articles as domestic for this product if the articles are on a list approved by another Governmental Agency. The Offeror shall submit documentation with

their Offer demonstrating that the article is on an approved Governmental list.
D. The CONTRACTOR shall deliver only domestic end products except to the extent that it specified delivery of foreign end products in the provision of the Solicitation entitled "Buy American Act Certificate".

Section 43. Compliance with all State, Federal, and Local Laws

The CONTRACTOR shall comply with all State, Federal (including Executive Orders), and Local laws, and requirements. The CONTRACTOR must comply with all applicable laws at all times, including, without limitation, the following: (i) §36.02 of the Texas Penal Code, which prohibits bribery; (ii) §36.09 of the Texas Penal Code, which prohibits the offering or conferring of benefits to public servants. The CONTRACTOR shall give all notices and comply with all laws and regulations applicable to furnishing and performance of the Contract.

Section 44. Federal. State. And local requirements

CONTRACTOR shall demonstrate on-site compliance with the Federal Tax Reform Act of 1986, Section 1706, amending Section 530 of the Revenue Act of 1978, dealing with issuance of Form W-2's to common law employees. CONTRACTOR is responsible for both federal and State unemployment insurance coverage and standard Workers' Compensation insurance coverage. CONTRACTOR shall ensure compliance with all federal and State tax laws and withholding requirements. The CITY of Duncanville shall not be liable to CONTRACTOR or its employees for any Unemployment or Workers' Compensation coverage, or federal or State withholding requirements. CONTRACTOR shall indemnify the CITY of Duncanville and shall pay all costs, penalties, or losses resulting from CONTRACTOR's omission or breach of this Section.

Section 45. Drug-Free Workplace

The CONTRACTOR shall comply with the applicable provisions of the Drug-Free Work Place Act of 1988 (Public Law 100-690, Title V, Subtitle D; 41 U.S.C. 701 ET SEQ.) and maintain a drug-free work environment; and the final rule, government-wide requirements for drug-free work place (grants), issued by the Office of Management and Budget and the Department of Defense (32 CFR Part 280, Subpart F) to implement the provisions of the Drug-Free Work Place Act of 1988 is incorporated by reference and the CONTRACTOR shall comply with the relevant provisions thereof, including any amendments to the final rule that may hereafter be issued.

Section 46. Contractor Liability for Damage to Government Property

The CONTRACTOR shall be liable for all damages to government-owned, leased, or occupied property and equipment caused by the CONTRACTOR and its employees, agents, subcontractors, and suppliers, including any delivery or cartage company, in connection with any performance pursuant to the Contract. The CONTRACTOR shall notify the CITY of Duncanville Chief Procurement Officer in writing of any such damage within one (1) calendar day.

Section 47. Force Majeure

The CITY of Duncanville, any Customer, and the CONTRACTOR shall not be responsible for performance under the Contract should it be prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of the CITY of Duncanville. In the event of an occurrence under this Section, the CONTRACTOR will be excused from any further performance or observance of the requirements so affected for as long as such circumstances prevail, and the CONTRACTOR continues to use commercially reasonable efforts to recommence performance or observance whenever and to whatever extent possible without delay. The CONTRACTOR shall immediately notify the CITY of Duncanville **Chief Procurement Officer** by telephone (to be confirmed in writing within five (5) calendar days of the inception of such occurrence) and describe at a reasonable level of detail the circumstances causing the non-performance or delay in performance.

Section 48. Non-Waiver of Rights

Failure of a Party to require performance by another Party under the Contract will not affect the right of such Party to require performance in the future. No delay, failure, or waiver of either Party's exercise or partial exercise of any right or remedy under the Contract shall operate to limit, impair, preclude, cancel, waive, or otherwise affect such right or remedy. A waiver by a Party of any breach of any term of the Contract will not be construed as a waiver of any continuing or succeeding breach.

Section 49. No Waiver of Sovereign Immunity

The Parties expressly agree that no provision of the Contract is in any way intended to constitute a waiver by the CITY of Duncanville of any immunities from suit or from liability that the CITY of Duncanville may have by operation of law.

Section 50. Confidentiality

In order to provide the deliverables to the CITY, CONTRACTOR may require access to certain of the CITY's and/or its licensors' confidential information (including inventions, employee information, trade secrets, confidential know-how, confidential business information, and other information which the CITY or its licensors consider confidential) (collectively, "Confidential Information"). CONTRACTOR acknowledges and agrees that the Confidential Information is the valuable property of the CITY and/or its licensors and any unauthorized use, disclosure, dissemination, or other release of the Confidential Information will substantially injure the CITY and/or its licensors. The CONTRACTOR (including its employees, subcontractor's, agents, or representatives) agrees that it will maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate, or otherwise use the Confidential Information without the prior written consent of the CITY or in a manner not expressly permitted under this Contract, unless the Confidential Information is required to be disclosed by law or an order of any court or other governmental authority with proper jurisdiction, provided the CONTRACTOR promptly notifies the CITY before disclosing such information so as to permit the CITY reasonable time to seek an appropriate legal remedy. The CONTRACTOR agrees to use protective measures no less stringent than the CONTRACTOR uses

within its own business to protect its own most valuable information, which protective measures shall under all circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.

Section 51. Non-Publicity

City of Duncanville and Consultant agree not to disclose the existence or contents of this Contract to any third party without the prior written consent of the other party except: (a) to its advisors, attorneys or auditors who have a need to know such information, (b) as required by law or court order, (c) as required in connection with the reorganization of a party, or its merger into any other corporation, or the sale by a party of all or substantially all of its properties or assets, or (d) as may be required in connection with the enforcement of this Contract.

Section 52. No Warranty by City Against Infringements

The CONTRACTOR represents and warrants to the CITY that: (i) the CONTRACTOR shall provide the CITY good and indefeasible title to the deliverables and (ii) the deliverables supplied by the CONTRACTOR in accordance with the specifications in the Contract will not infringe, directly or contributorily, any patent, trademark, copyright, trade secret, or any other intellectual property right of any kind of any third party; that no claims have been made by any person or entity with respect to the ownership or operation of the deliverables and the CONTRACTOR does not know of any valid basis for any such claims. The CONTRACTOR shall, at its sole expense, defend, indemnify, and hold the CITY harmless from and against all liability, damages, and costs (including court costs and reasonable fees of attorneys and other professionals) arising out of or resulting from: (i) any claim that the CITY's exercise anywhere in the world of the rights associated with the CITY's' ownership, and if applicable, license rights, and its use of the deliverables infringes the intellectual property rights of any third party; or (ii) the CONTRACTOR's breach of any of CONTRACTOR's representations or warranties stated in this Contract. In the event of any such claim, the CITY shall have the right to monitor such claim or at its option engage its own separate counsel to act as co-counsel on the CITY's behalf. Further, CONTRACTOR agrees that the CITY's specifications regarding the deliverables shall in no way diminish CONTRACTOR's warranties or obligations under this paragraph and the CITY makes no warranty that the production, development, or delivery of such deliverables will not impact such warranties of CONTRACTOR.

Section 53. Byrd Anti-Lobbying Act Requirements

The CONTRACTOR hereby certifies, for contracts exceeding $100,000, that no federal appropriated funds from this contract shall be used to pay any person or organization for influencing or attempting to influence an officer, or employee of any Local, State, or Federal agency, or a Member of Congress an officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, loan, grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement, or any other award cover by 31 U.S.C. 1352.

If any funds other than federal appropriated funds have been paid or will be paid to any person for

influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit **Standard Form-LLL, "Disclosure Form to Report Lobbying**," in accordance with its instructions.

Section 54. Clean Air Act Requirements

In accordance with the provisions of the Federal Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended, for contracts in excess of $150,000, the CONTRACTOR certifies that it shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Section 55. Solid Waste Disposal Act

In the performance of this contract, the CONTRACTOR shall make maximum use of products containing recovered materials that are EPA designated items unless the product cannot be acquired competitively within a timeframe providing for compliance with the contract performance schedule, meeting contract performance requirements, or at a reasonable price. The CONTRACTOR also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

Section 56. Claims

If any claim, demand, suit, or other action is asserted against the CONTRACTOR which arises under or concerns the Contract, or which could have a material adverse effect on the CONTRACTOR's ability to perform thereunder, the CONTRACTOR shall give written notice thereof to the CITY within ten (10) calendar days after receipt of notice by the CONTRACTOR. Such notice to the CITY shall state the date of notification of any such claim, demand, suit, or other action; the names and addresses of the claimant(s); the basis thereof; and the name of each person against whom such claim is being asserted. Such notice shall be delivered personally or by mail and shall be sent to the Duncanville Chief Procurement Officer. Personal delivery to the CITY is defined in the Notices section.

Section 57. Compliance with the Copeland Anti-Kickback Act

The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3 as may be applicable, which are incorporated by reference into this contract.

Section 58. Prohibition on Contracting for Covered Telecommunications Equipment or Services

The CONTRACTOR shall comply with Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 which prohibits the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons. Provided Technology is procured through this Contract, the CONTRACTOR shall

be required to complete and submit Federal Form NDAA-899.

Section 59. SAM.gov Registration

CONTRACTOR must have an active registration with the System for Award Management (www.SAM.gov) AND have been cleared (not suspended or debarred). Provide proof of SAM.gov registration along with your submission of SAM.gov registration must be submitted to the City of Duncanville Chief Procurement Officer. (**Exhibit J**)

Section 60. Historically Underutilized Business Requirements

If the awarded Contractor is a prime contractor and is permitted by the City to use subcontractors, the following affirmative steps are required of the prime contractor:

Placing qualified small and minority businesses and women's business enterprises on

- solicitation lists.
- Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources.
- Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises.
- Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises.
- Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce, and the State of Texas Historically Underutilized Businesses Program.
- If you need assistance, you can contact the local MBDA Center in the DFW Area or choose the one closest to your community. Please use the following link: https://www.mbda.gov/mbda-programs.

Section 61. No Privity with Others

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

Section 62. Pass Down Language Requirement

Provided the CONTRACTOR utilizes any subcontractors in performance of this contract, the CONTRACTOR shall require the subcontractor to adhere and comply with the terms and conditions of this Contract, by incorporating such into a written contract between the CONTRACTOR and the subcontractor.

Section 63. Entire Contract

This contract embodies the complete contract of the parties hereto, superseding all oral or written previous and contemporary contracts between the parties relating to matters herein; and except as otherwise provided herein, cannot be modified without written contract of the parties.

Conflicts of Language: Should a conflict arise between any of the contract documents, it shall be resolved with the following order of precedence (if applicable). In any event, the final negotiated contract shall take precedence over any and all contract documents to the extent of such conflict.

1. Final negotiated contract
2. RFP/Bid documents
3. CITY's standard terms and conditions
4. Purchase order
5. Proposal documents and CONTRACTOR terms and conditions

EACH PARTY ACKNOWLEDGES THAT, IN EXECUTING THIS CONTRACT, SUCH A PARTY HAS HAD THE OPPORTUNITY TO SEEK THE ADVICE OF INDEPENDENT LEGAL COUNSEL AND HAS READ AND UNDERSTOOD ALL OF THE TERMS AND PROVISIONS OF THIS CONTRACT. THIS CONTRACT SHALL NOT BE CONSTRUED AGAINST ANY PARTY BY REASON OF DRAFTING OR PREPARATION HEREOF.

This Contract may be executed in multiple counterparts, including by fax or email, each an original, but all considered part of one Contract. The parties agree to transact business electronically. Any statutory requirements that certain terms be in writing will be satisfied using electronic documents and signing. Electronic signing of this document will be deemed original for all legal purposes. IN WITNESS WHEREOF, the parties of these presents have executed this contract in the year and day first above written.

CITY OF DUNCANVILLE, TEXAS	**DEAN ELECTRIC, INC.**
Signature: _____	Signature: _____
Name: Doug Finch	Name: Gregory Firebaugh
Title: City Manager	Title: President
Date: _____	
972-780-5058 **Phone Number**	214-212-6328 **Phone Number**
purchasing@duncanvilletx.gov **Email Address**	Greg@dean-construction.com **Email Address**

TEXAS ETHICS COMMISSION CERTIFICATE NUMBER

Exhibit A.1 – Scope of Services, Deliverables, Conditions and Schedule

PHASE I – BASIC PRE-CONSTRUCTION PHASE SERVICES

GENERAL

A. CMAR, to further the interests of the City, shall perform the services required by and in accordance with this Agreement to the satisfaction of the City, exercising the degree of care, skill, and judgment a professional construction manager performing similar services in Duncanville, Texas, would exercise at such time, under similar conditions. CMAR shall, at all times, perform the required services consistent with sound and generally accepted construction management and construction contracting practice.

B. Program Evaluation: As a participating member of the Project Team, CMAR may provide to the City and Design Professional a written evaluation of the City's Project Program and Project Budget, each in terms of the other, with recommendations as to the appropriateness of each.

C. Project Meetings: CMAR shall attend Project Team meetings which may include, but are not limited to, Project management meetings, Project workshops, special Project meetings, construction document rolling reviews and partnering sessions.

D. CMAR shall promptly notify the City in writing whenever CMAR determines that any Drawings or Specifications are inappropriate for the Project and/or cause changes in the scope of Work requiring an adjustment in the cost estimate, Project Schedule, GMP Proposals and/or in the Contract Time for the Work, to the extent such are established.

E. CMAR, when requested by the City, shall attend, make presentations, and participate as may be appropriate in public agency and or community meetings that are germane to the Project. CMAR shall provide drawings, schedule diagrams, budget charts and other materials describing the Project when their use is required or appropriate in any such public agency meetings.

CONSTRUCTION MANAGEMENT PLAN

A. CMAR may, and at the written request of the City shall, prepare a Construction Management Plan ("CMP") which may, and at the written request of the City shall, include CMAR's professional opinions concerning: (a) Project milestone dates and the Project Schedule, including the broad sequencing of the design and construction of the Project, (b) investigations, if any, to be undertaken to ascertain subsurface conditions and physical conditions of existing surface and subsurface

facilities and underground utilities, (c) alternate strategies for fast-tracking and/or phasing the construction, (d) the number of separate sub agreements to be awarded to Subcontractors and Suppliers for the Project construction, (e) permitting strategy, (f) safety and training programs,(g) construction quality control, (h) a commissioning program, (i) the cost estimate and basis of the model, and (j) a matrix summarizing each Project Team member's responsibilities and roles.

D. CMAR may, and at the written request of the City shall, add detail to its previous version of the CMP to keep it current throughout the pre-construction design phase so that the CMP is ready for implementation at the start of the construction phase. The update/revisions may, and at the written request of the City shall, take into account (a) revisions in Drawings and Specifications; (b) the results of any additional investigatory reports of subsurface conditions, drawings of physical conditions of existing surface and subsurface facilities and documents depicting underground utilities placement and physical condition, whether obtained by the City, Design Professional or CMAR, (c) unresolved permitting issues, and significant issues, if any, pertaining to the acquisition of land and right-of-way, (d) the fast-tracking, if any, of the construction, or other chosen construction delivery methods, (e) the requisite number of separate bidding documents to be advertised, (f) the status of the procurement of long-lead time equipment (if any) and/or materials, and (g) funding issues identified by the City.

PROJECT MASTER SCHEDULE

A. The fundamental purpose of the "Project Master Schedule" is to identify, coordinate and record the tasks and activities to be performed by all of the Project Team members and then for the Project Team to utilize that Deliverable as a basis for managing and monitoring all member's compliance with the schedule requirements of the Project. Each Project Team member is responsible for its compliance with the Project Master Schedule requirements. CMAR shall develop and maintain the "Project Master Schedule" on behalf of and to be used by the Project Team based on input from the other Project Team members. The Project Master Schedule shall be consistent with the most recent revised/updated CMP. The Project Master Schedule shall use the Critical Path Method (CPM) technique, unless required otherwise, in writing by the City. CMAR shall use scheduling software to develop the Project Master Schedule that is acceptable to the City. The Project Master Schedule shall be presented in graphical and tabular reports as agreed upon by the Project Team. If Project phasing as described below is required, the Project Master Schedule shall indicate milestone dates for the phases once determined.

B. The Project Master Schedule shall include a Critical Path Method (CPM) diagram schedule that shall show the sequence of activities, the interdependence of each activity and indicate the critical path.

C. The CPM diagram schedule shall be in calendar days and indicate duration,

earliest and latest start and finish dates for all activities, and total Float times for all activities except critical activities. The CPM diagram shall be presented in a time-scaled graphical format for the Project as a whole.

1. The CPM diagram schedule shall indicate all relationships between activities.

2. The activities making up the schedule shall be in sufficient detail to assure that adequate planning has been done for proper execution of the Work and such that it provides an appropriate basis for monitoring and evaluating the progress of the Work. Formulation of the Project Master Schedule must also be based on the Opening Physical Conditions of the Site in the event the Work on the Project is delayed for any reason.

3. The CPM diagram schedule shall be based upon activities which would coincide with the Schedule of Values and shall include an allowance for submittal review.

4. The schedule shall show milestones, including milestones for Owner-furnished information, and shall include activities for Owner-furnished equipment and furniture when those activities are interrelated with CMAR activities.

5. The schedule shall include a critical path activity that reflects anticipated weather delay during the performance of this Agreement. The duration shall reflect the average climatic range and usual industrial conditions prevailing in the locality of the Site. CMAR shall anticipate in the schedule the following number of weather days each month: January – 2, February – 4, March – 3, April – 2, May – 3, June – 3, July – 3, August – 2, September – 3, October – 3, November – 2, December – 2

6. The Project Schedule shall consider the City's and the tenants' occupancy requirements showing portions of the Project having occupancy priority and Contract Time.

D. Float time shall be as prescribed below:

1. The total Float within the overall schedule is not for the exclusive use of either the City or CMAR but is jointly owned by both and is a resource available to and shared by both parties as needed to meet Agreement milestones and the Project completion date.

2. CMAR shall not sequester shared Float through such strategies as extending activity duration estimates to consume available Float, using preferential logic, or using extensive crew/resource sequencing, etc. Since Float time within the schedule is jointly owned, no time extensions shall be granted nor delay damages paid until or unless a delay occurs which extends the Work beyond the Substantial Completion date.

E. The Project Schedule shall be updated and maintained by CMAR throughout the pre-construction phase such that it shall not require major changes at the start of the construction phase to incorporate CMAR's plan for the performance of the construction phase Work. CMAR shall provide updates and/or revisions to the Project Schedule for use by the Project Team, whenever required, but no less often than at the monthly Project Team meetings. CMAR shall include with such Submittals a narrative describing its analysis of the progress achieved to date vs. that planned, any concerns regarding delays or potential delays, and any recommendations regarding mitigating actions. (See Sections 2.6.6 and 2.6.6.1 of this Agreement.)

F. Project Phasing: If phased construction is deemed appropriate and the City and Design Professional approve, CMAR shall review the design and make recommendations regarding the phased issuance of Construction Documents to facilitate phased construction of the Work with the objective of reducing the Project Schedule and/or Cost of the Work. CMAR shall take into consideration such factors as natural and practical lines of Work severability, sequencing effectiveness, access and availability constraints, total time for completion, construction market conditions, labor and materials availability, and any other factors pertinent to saving time and cost.

E. DESIGN DOCUMENT REVIEWS

- CMAR shall evaluate periodically the availability of labor, materials/equipment, building systems, cost-sensitive aspects of the design; and other factors that may impact the cost estimate, GMP Proposals and/or the Project Master Schedule.

- CMAR shall recommend, in conjunction with the Project Team, those additional surface and subsurface investigations that, in its professional opinion, are required to provide the necessary information for CMAR to construct the Project. Before initiating construction operations, CMAR may request additional investigations in their GMP Proposal to improve the adequacy and completeness of the Site condition information and data made available with the Construction Documents.

    - CMAR shall meet with the Project Team, as required, to review designs during their development. CMAR shall familiarize itself with the evolving documents through the various design phases. CMAR shall proactively advise the Project Team and make recommendations on factors related to construction costs, and concerns pertaining to the feasibility and practicality of any proposed means and methods, selected materials, equipment and building systems, and labor and material availability. CMAR shall advise the Project Team on proposed Site improvements, excavation, and foundation considerations, as well as concerns that exist with respect to coordination of the Drawings and Specifications. CMAR shall recommend cost effective alternatives.

- CMAR shall conduct constructability and bid-ability reviews of the Drawings and Specifications as necessary to satisfy the needs of the Project Team and at a minimum as scheduled and identified by milestones in the Project Master Schedule required in Article 2.3 above. The reviews shall attempt to identify all discrepancies and inconsistencies in the Construction Documents, especially those related to clarity, consistency, and coordination of Work of Subcontractors and Suppliers.

- Constructability Reviews: CMAR shall evaluate whether (a) the Drawings and Specifications are configured to enable efficient construction, (b) design elements are standardized and coordinated, (c) construction efficiency is properly considered in the Drawings and Specifications, (d) module/preassembly design is prepared to facilitate fabrication, transport and installation, (e) the design promotes accessibility of personnel, material and equipment and facilitates construction under adverse weather conditions, (f) sequences of Work required by or inferable from the Drawings and Specifications are practicable, and (g) the design has taken into consideration efficiency issues concerning access and entrance to the Site, laydown and storage of materials, staging of Site facilities, construction parking, and other similar pertinent issues.

- Bid-ability Reviews: CMAR shall check cross-references and complementary Drawings and sections within the Specifications, and in general evaluate whether (a) the Drawings and Specifications are sufficiently clear and detailed to minimize ambiguity and to reduce scope interpretation discrepancies, (b) named materials and equipment are commercially available and are performing well in similar installations, (c) Specifications include alternatives in the event a requirement cannot be met in the field, and (d) in its professional opinion, the Project is likely to be subject to differing Site conditions.

- Results of the reviews shall be provided to the City in formal written reports clearly identifying all discovered discrepancies and inconsistencies in the Drawings and Specifications with notations and recommendations made on the Drawings, Specifications, and other documents. If requested by the City, CMAR shall meet with the City and Design Professional to discuss any findings and review reports.

- CMAR's reviews shall be from a contractor's perspective; and though it shall serve to reduce the number of Requests for Information (RFI) and changes during the construction phase, responsibility for the Drawings and Specifications shall remain with the Design Professional and not CMAR.

- Notification of Variance or Deficiency: It is CMAR's responsibility to

assist the Design Professional in ascertaining that, in CMAR's professional opinion, the Construction Documents are in accordance with applicable laws, statutes, ordinances, building codes, rules and regulations. If CMAR recognizes that portions of the Construction Documents are at variance with applicable laws, statutes, ordinances, building codes, rules, and regulations, it shall promptly notify the Design Professional and City in writing, describing the apparent variance or deficiency. However, the Design Professional is ultimately responsible for the compliance with those laws, statutes, ordinances, building codes, rules, and regulations.

- Alternate Systems Evaluations: The Project Team shall routinely identify and evaluate using value engineering principles any alternate systems, approaches, design changes that have the potential to reduce Project costs while still delivering a quality and functional product. If the Project Team agrees, CMAR, in cooperation with the Design Professional, shall perform a cost/benefit analysis of the alternatives and submit such in writing to the Project Team. The Project Team shall decide which alternatives will be incorporated into the Project. The Design Professional shall have full responsibility for the incorporation of the alternatives into the Drawings and Specifications. CMAR shall include the cost of the alternatives into the cost estimate and any GMP Proposals.

F. **COST ESTIMATES**

- Unless otherwise agreed by both parties, within twenty-one (21) calendar days after receipt of the documents for the various phases of design, CMAR shall provide a detailed cost estimate and a written review of the documents. The Design Professional and CMAR shall reconcile any disagreements on the estimate to arrive at an agreed cost. If no consensus is reached, the City shall make the final determination.

- If any estimate submitted to the City exceeds previously accepted estimates or the City's Project budget, CMAR shall make appropriate recommendations on methods and materials to the City and Design Professional that CMAR believes shall bring the Project back into the Project budget.
- In between these milestone estimates, CMAR shall periodically provide a tracking report which identifies the upward or downward movements of costs due to value engineering or scope changes. It shall be the responsibility of CMAR to keep the City and Design Professional informed as to the major trend changes in costs relative to the City's budget.

- If requested by the City, CMAR shall prepare a preliminary "cash flow" projection based upon historical records of similar type projects to assist the City in the financing process.

G. **GUARANTEED MAXIMUM PRICE (GMP) PROPOSALS**

- The proposed GMP for the entire Work (or portions thereof) shall be presented in a format acceptable to the City. City may request a GMP Proposal for all or any portion of the Project and at any time during the design phase. Any GMP Proposals submitted by CMAR shall be based on and consistent with the current updated/revised cost estimate at the time of the request, the associated estimates for construction costs and include any clarifications or assumptions upon which the GMP Proposal(s) are based. CMAR guarantees to complete the Project at or less than the final approved GMP Proposal amount, plus approved Change Orders, and agrees that it shall be responsible for any increase in the actual cost of the Work above that amount.

- Guaranteed Maximum Price is comprised of the following not-to-exceed cost reimbursable or lump sum amounts defined below.

    - The Cost of the Work is actual costs and is a not-to-exceed, reimbursable amount.

    - The General Conditions Costs and the Construction Fee are firm fixed lump sums.

    - CMAR's Contingency is an amount CMAR may use under the following conditions: (1) at its discretion for increases in the Cost of the Work, or (2) with written approval of the City for increases in General Condition Costs. CMAR's Contingency is assumed to be a direct Project cost so all applicable markups shall be applied at the time of GMP submission.

- Owner's Contingency is funds to be used at the sole discretion of the Owner. Owner's Contingency shall be included in the Contract Price, for approval by Council, to cover any increases in Project costs that result from Owner directed changes or unforeseen Site conditions. At the time that Owner's Contingency is used, the appropriate markups shall have already been applied.

- GMP amendments are cumulative except for CMAR's Contingency. The amount of CMAR's Contingency for each GMP shall be negotiated separately.

- CMAR, in preparing any GMP Proposal, shall obtain the most current signed, sealed and dated Plans and Specifications, including all addenda, from which CMAR shall prepare the GMP Proposal in accordance with

the City's request.

- WAGE RATES: Labor in CMAR's GMP for work to be performed under this contract shall be paid the prevailing wage scale in this locality for work of a similar character, and in no event less than the minimums prescribed in the following schedule:

  The applicable wage rates for City of Duncanville projects are shown in Zone TX35 (Dallas Counties) at https://sam.gov/content/wage-determinations

  If the construction project involves the expenditure of federal funds in excess of Two Thousand and 00/100 Dollars ($2,000.00), the minimum wages to be paid various classes of laborers and mechanics will be based upon the wages that will be determined by the Secretary of Labor to be prevailing for the corresponding classes of laborers and mechanics employed on a project of a character similar to the contract work in the City or the rate given above, whichever is higher.

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

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

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

  Under the provisions of V.T.C.A. Government Code Chapter 2258, the CONTRACTOR shall forfeit as a penalty to the entity on whose behalf the contract is made or awarded, Sixty Dollars and NO/100 Dollars ($60.00) for each laborer, worker or mechanic employed, for each calendar day, or portion thereof, such laborer, worker or mechanic is paid less than the said stipulated rates for any work under the Contract, by Contractor, or by any subcontractor under Contractor.

- An updated/revised Project Master Schedule shall be included with any GMP Proposal(s) that reflects the GMP Plans and Specifications. Any such Project Master Schedule updates/revisions shall continue to comply with the requirements of Section 2.3 above.

- The Project Master Schedule required above shall include a preliminary

Construction Schedule developed in a Critical Path Method (CPM) with the first requested GMP. If subsequent GMP's are requested, CMAR shall include an updated CPM Construction Schedule with their GMP submittal.

- **GMP savings resulting from a lower actual Project cost than anticipated by CMAR remaining at the end of the project shall revert to the City.**

- GMP Proposal(s) Review and Approval

- City may request a GMP from CMAR at any time during the Design Phase. It is the City's expectation that the GMP shall not exceed the City-stated Project budget.

- CMAR shall meet with the City and Design Professional to review the GMP Proposal(s) and the written statement of its basis. In the event the City or Design Professional discovers inconsistencies, inaccuracies or confusion in the information presented, CMAR shall make adjustments as necessary to the GMP Proposal, its basis or both.

- CMAR's detailed construction cost estimates and GMP shall be reviewed by the Design Professional and the City for reasonableness and compatibility with the City's Project and the City's budget. CMAR shall provide a response to the Design Professional's and City's questions and an explanation of differences between the City's Project budget and CMAR's construction cost estimate and corresponding GMP. City may require that such responses and explanations be submitted in writing. CMAR, City and Design Professional shall engage in a mutually agreeable process in an effort to achieve a clearly understood mutually acceptable GMP.

- In the event the GMP exceeds the City's Project budget, the City reserves the right to direct CMAR to (and CMAR shall) work in conjunction with the Design Professional to assist in the redesign of the Project as necessary to meet the agreed upon program and the stated Project budget as follows:

  a) After direction from the City, CMAR shall coordinate and cooperate with the Project Team to assist the Design Professional in altering and re- drafting Construction Documents as necessary to accomplish the required reduction in cost.
  b) CMAR shall develop and provide to the City a GMP in connection with the altered Construction Documents to accomplish the necessary reductions in cost.
  c) CMAR shall analyze the Design Professional's original submittal and as altered and redrafted Construction Documents and make

recommendations to the City as to ways and methods to reduce the costs of constructing the Project to a sum which does not exceed the stated Project budget.

CMAR shall perform the work set forth in this Section without additional compensation.

- The City, upon receipt of any GMP proposal from CMAR, may submit the GMP Plans and Specifications to a third party for review and verification.

- If CMAR GMP Proposal is greater than the third party's estimate, the City may require CMAR to reconfirm its GMP Proposal. CMAR shall accept the third party's estimate for the cost of Work as part of its GMP Proposal or present a report within seven (7) calendar days of a written request by the City for such a report identifying, explaining and substantiating the differences and/or explaining other concerns the City may raise. CMAR may be requested to, or at its own discretion, submit a revised GMP Proposal for consideration by the City.

- If during the review and negotiation of GMP Proposals design changes are required, the City shall authorize and cause the Design Professional to revise the Construction Documents to the extent necessary to reflect the agreed-upon assumptions and clarifications contained in the final approved GMP Proposal. Such revised Construction Documents shall be furnished to CMAR. CMAR shall promptly notify the Design Professional and City in writing if any such revised Construction Documents are inconsistent with the agreed-upon assumptions and clarifications.

- After final submission of the GMP Proposal, City may do any of the following:

  a) Accept CMAR original or revised GMP Proposal, if within the City's budget, without comment.
  b) Accept CMAR original or revised GMP Proposal that exceeds the City budget, and indicate in writing to CMAR that the Project Budget has been increased to fund the differences; or

  c) Reject CMAR original or revised GMP Proposal, in which event City may terminate this Agreement and/or elect to not enter into a separate Agreement with CMAR for the construction phase associated with the scope of Work reflected in the GMP Proposal.

- Upon acceptance by the City of a GMP Proposal, the City shall prepare, and CMAR shall execute the City's specified form of Agreement to reflect the GMP, and the GMP as approved shall become part of the Construction Services Agreement. Within fifteen (15) calendar days after execution of the Construction Services Agreement, CMAR shall provide to the City a Performance Bond for 115% and a Payment Bond for 100% of the full Agreement price. If the GMP Proposal has not been accepted at the time the Construction Services Agreement is awarded, because the Project is a phased GMP, then a Performance Bond and a Payment Bond must be posted for the

amount of the construction budget.

H. **SUBCONTRACTOR AND MAJOR SUPPLIER SELECTIONS**

- CMAR shall publicly advertise for bids or proposals and receive bids or proposals from trade contractors or Subcontractors for the performance of all major elements of the work other than the minor work that may be included in the general conditions. CMAR shall meet to meet MWBE Goal set by the City of Duncanville, when possible.

- If CMAR desires to self-perform, CMAR shall submit its bid or proposal for those portions of the work in the same manner as all other trade contractors or Subcontractors. The City shall determine whether the CMAR's bid, or proposal provides the best value for the City. The City shall approve CMAR self-performance of any part of the Work and the cost therefore prior to accepting any GMP Proposal.

- CMAR shall review all trade contractor or Subcontractor bids or proposals in a manner that does not disclose the contents of the bid or proposal during the selection process to a person not employed by the CMAR, architect, engineer, or City. All bids or proposals shall be made available to the City on request and to the public after the later of the award of the contract or the seventh calendar day after the date of final selection of bids or proposals. CMAR shall obtain City approval of the selected trade contractor(s) or Subcontractor(s).

- Within three (3) calendar days of negotiating cost for services from all trade contractors or Subcontractors, CMAR shall then prepare a report for the City's approval identifying the recommended trade contractor or Subcontractor for each category of the Work to be performed. The report shall be in a format approved by the City's Representative and shall include, among other things, the amount of each such cost. CMAR shall, at its discretion or at the request of the City's Representative, request written verification of any costs selected. CMAR shall provide an explanation of the qualifying factors for each selection.
- If the City objects to any nominated trade contractor or Subcontractor or to any nominated self-performed Work for good reason, CMAR shall nominate a substitute Subcontractor. The City shall compensate the CMAR by a change in price, time, or guaranteed maximum cost for any additional cost and risk that the CMAR incurs because of the City's requirement that another bid or proposal be accepted.

    - The selected trade contractors or Subcontractors shall provide a schedule of values, which shall be used to create the overall Project Schedule of Values.

    - CMAR shall employ only trade contractors or Subcontractors who are duly licensed in Texas and qualified to perform the Work per the requirements of the Contract Documents.

- Regardless of the selection procedure, CMAR is responsible for ensuring that the costs of the trade contractor or Subcontractor's services are reasonable and a prudent use of public funds.

- Regardless of the selection procedure and in any case, CMAR is solely responsible for the cost and performance of the selected trade contractors or Subcontractors. The City's approvals under this section are not and shall not be construed to be a waiver, in part or in whole, of CMAR's responsibility and obligation to perform as set forth in this Agreement or any subsequent construction agreement or GMP and for the cost, or less than the cost, set forth in any GMP to which the parties agree.

- If a selected trade contractor or Subcontractor defaults in the performance of its work or fails to execute a subcontract after being selected, the CMAR may itself fulfill, without advertising, the contract requirements or select a replacement trade contractor or Subcontractor to fulfill the contract requirements.

I. ARTICLE 3 – PERIOD OF SERVICES

3.1 The pre-construction phase services described in this Agreement shall be performed by CMAR in accordance with the most current updated/revised Project Master Schedule. Failure on the part of CMAR to adhere to the Project Master Schedule requirements for activities for which it is responsible shall be sufficient grounds for termination of this Agreement by City.

3.2 If the date of performance of any obligation or the last day of any time-period provided for herein should fall on a Saturday, Sunday, or holiday for the City, then said obligation shall be due and owing, and said time-period shall expire, on the first day thereafter which is not a Saturday, Sunday, or legal City holiday. Except as may otherwise be set forth herein, any performance provided for herein shall be timely made if completed no later than 5:00 p.m. (Duncanville time) on the day of performance.

Duncanville
City of Champions

J. ARTICLE 4 – CONTRACT AMOUNT AND PAYMENTS

CONTRACT AMOUNT

4.1.1 Based on the Phase I and Phase II services; the City shall pay CMAR a fee as follows:

Total Contract Amount not to exceed: **$4,056,859.78**

Construction Start Date: January 1, 2025 ✓

Construction Completion Date: December 31, 2025 ✓

Total Calendar Days Allowed: 365 ✓

Guaranteed Maximum Price Cost and Project Schedule

Harrington Park
City of Duncanville
Guaranteed Maximum Price

		10/1/2024	11/1/2024	
		Revised Prices	Revised Prices	Combined Pricing
Subcontractor	Task	Buildings	Trail/ Bridge	
Prime Erosion Control	Erosion control SWPPP	$9,200.00	$4,200.00	$13,400.00
Dean Construction	Temporary Fence	$6,500.00	NIC	$6,500.00
Ten Hagen Excavating inc.	Demo & Earthwork	$48,450.00	$48,000.00	$96,450.00
Tri Dal Utilities	Utilities	$110,755.49	NIC	$110,755.49
Dean Construction	Site concrete	$84,916.00	$98,520.00	$183,436.00
Dean Construction	Pedestrian Bridge	NIC	$444,200.00	$444,200.00
Dean Construction	Baseball Restroom / Concession	$1,074,000.00	NIC	$1,074,000.00
Dean Construction	Soccer Restroom / Concession	$1,187,638.00	NIC	$1,187,638.00
Dean Construction	Alternate Stainless Steel Fixtures	$45,985.00	NIC	$45,985.00
Dean Construction	Handrails/ guardrails	NIC	$7,800.00	$7,800.00
Dean Construction	fine grade / grade maintenance	$6,000.00	$11,500.00	$17,500.00
Dean Construction	Turf Establishment	$9,400.00	$14,200.00	$23,600.00
Dean Construction	Site signage	$1,700.00	NIC	$1,700.00
Nema 3 Electric	Site electrical	$227,608.00	NIC	$227,608.00
		$2,812,152.49	$628,420.00	$3,440,572.49
	Owner controlled contingency	$140,607.62	$31,421.00	$172,028.62
		$2,952,760.11	$659,841.00	$3,612,601.11
	General Conditions 8.5%	$250,984.61	$56,086.00	$307,070.61
	Fee 3.5%	$112,131.06	$25,057.00	$137,188.06
	Guaranteed Maximum Price	$3,315,875.78	$740,984.00	$4,056,859.78

**** Power Company charges are excluded and shall be directly paid by the Owner.** ✓

PAYMENTS

4.1.2 Requests for monthly payments by CMAR for design phase services shall be submitted on the City's "Contract Payment Request" form and shall be accompanied by a progress report, detailed invoices and receipts, if applicable. Any requests for payment shall include, as a minimum, a narrative description of the tasks accomplished during the billing period and

a listing of any Deliverables submitted. Payment for services negotiated as a lump sum shall be made in accordance with the percentage of Work completed during the preceding month. Services negotiated as a not-to-exceed fee shall be paid in accordance with the Work effort expended on that service during the preceding month.

4.1.3 Fees for CMAR shall not exceed the agreed lump sum amount indicated in Subsection 4.1.1 above.

4.1.4 CMAR agrees that no charges or claims for costs or damages of any type shall be made by it for any delays or hindrances beyond the reasonable control of the City during the progress of any portion of the services specified in this Agreement. Such delays or hindrances, if any, shall be solely compensated for by an extension of time for such reasonable period as may be mutually agreed between the parties. It is understood and agreed, however, that permitting CMAR to proceed to complete any services, in whole or in part after the date to which the time of completion may have been extended, shall in no way act as a waiver on the part of the City of any of its legal rights herein.

4.1.5 No compensation to CMAR shall be allowed contrary to Texas Government Code Section 2269.251 et seq.

4.1.6 If any service(s) executed by CMAR is delayed or suspended in whole or in part for a period of more than one hundred eighty (180) calendar days through no fault of CMAR, CMAR shall be paid for the services performed prior to the delay or suspension.

ADDITIONAL PRE-CONSTRUCTION PHASE SERVICES

4.1.7 CMAR may be required to provide services in excess of those set forth in Article 2. Mark-ups are not authorized and only the reimbursables specifically identified below shall be reimbursed as authorized herein. Any additional services shall be requested by City, in writing, prior to the delivery of said services. There shall be no payment by the City for any additional services provided prior to or without the written request of the City for said services.

K. ARTICLE 5 - CITY'S RESPONSIBILITIES

5.1 City, at no cost to CMAR, shall furnish the following information:

5.1.1 One (1) copy of the data City determines pertinent to the Work. However, CMAR shall be responsible for searching the records and requesting information it deems reasonably required for the Project.

5.1.2 All available data and information pertaining to relevant policies, standards,

 criteria, studies, etc.

5.1.3 The name of the person designated to be City's representative during the term of this Agreement. City's Representative has the authority to administer this Agreement and shall monitor CMAR's compliance with all terms and conditions stated herein. All requests for information from or decisions by City on any aspect of the Work or Deliverables shall be directed to City's Representative.

5.2 City additionally shall:

5.2.1 Contract separately, with one or more design professionals, to provide architectural and/or engineering design services for the Project. The scope of services for the Design Professional shall be provided to CMAR for its information. CMAR shall have no right to limit or restrict any changes of such services that are otherwise mutually acceptable to City and Design Professional.

5.2.2 Supply, without charge, all necessary copies of programs, reports, drawings, and specifications reasonably required by CMAR except for those copies whose cost has been reimbursed by City.

5.2.3 Provide CMAR with adequate information in its possession or control regarding City's requirements for the Project.

5.2.4 Give prompt written notice to CMAR when City becomes aware of any default or defect in the Project or non-conformance with the Drawings and Specifications, or any of the services required hereunder. Upon notice of failure to perform, City may provide written notice to CMAR that it intends to terminate this Agreement unless the problem cited is cured, or commenced to be cured, within three (3) calendar days of CMAR's receipt of such notice.

5.2.5 Notify CMAR of changes affecting the budget allocations or schedule.

5.3 City's Representative shall have authority to approve the Project Budget and Project Master Schedule, render decisions and furnish information City's Representative deems appropriate to CMAR.

Exhibit A.2 – Scope of Services, Deliverables, and Schedule

PHASE II – CONSTRUCTION PHASE SERVICES

The CMAR Contractor shall construct the project in accordance with the design plans and specifications, the requirements of Contract 22-0009 and all required Terms and Conditions as detailed and described within this contractual agreement.

Exhibit B – Engineered Approved Plans and Specification

Filed with the Office of the Chief Procurement Officer for the City of Duncanville.

Exhibit C – Solicitation Document

Filed with the Office of the Chief Procurement Officer for the City of Duncanville.

Exhibit D – Project Insurance

Insert Company certificate of insurance (here)

Exhibit E – Project Bonding (Payment and Performance Bonds)

Exhibit F – Conflict of Interest Form

NOTICE TO VENDORS AND INSTRUCTIONS FOR CONFLICT-OF-INTEREST QUESTIONNAIRE

H.B. 914, passed during the 2005 Texas legislative session, became effective on January 1, 2006. The bill enacts Local Government Code Chapter 176. That bill requires a vendor that wishes to conduct business or be considered for business with the City of Duncanville to file a "conflict of interest questionnaire." The Texas Ethics Commission (TEC) created the conflict-of-interest questionnaire (FORM CIQ).

Section 176.006 requires disclosing a person's "affiliations or business relationships that might cause a conflict of interest." The term "affiliation" is not defined in Chap. 176. However, the general definition of "affiliation" would mean any association or connection. So, any affiliation, including friendship, membership in some group or organization, residence in the same neighborhood, relationship by blood or marriage, or any other connection, must be disclosed.

How to fill out the Conflict-of-Interest Questionnaire form:

Each number below corresponds with the number on FORM CIQ:

1. Fill in the full name of the person (you) trying to do business with the City of Duncanville. If the business is a corporation, partnership, etc., then each person who acts as an agent for the business in dealings with the City of Duncanville must complete this form.
2. Check box if the form is an update to a form previously completed. Updates are required by law by September 1 of each year in which the person submits a proposal, bid or response to the City of Duncanville or begins contract discussions or negotiations with the City of Duncanville. Updates are also required by the 7th business day after an event that makes a statement in a previously filed questionnaire incomplete or inaccurate.
3. Describe how you are affiliated or related to a City of Duncanville employee, City Council member, or contractor with the City of Duncanville (such as an engineering or architectural firm) who makes recommendations to the City for awards. **If no affiliation or business relationship exists, state "None."**
4. Describe how you are affiliated with or related to a local government officer. **If no affiliation or business relationship exists, state "None."**
5. Complete this Section by listing the name of each local government officer with whom there is an affiliation or business relationship, and you checked the "Yes" box in Section 5 A, B, or C.
6. Describe any other affiliation or business relationship that might cause a conflict. If no conflicts check the #4 box as well.
7. **Signature box. Date and sign the form. A signature is required from the person completing the form even if "None" entered in boxes 3, 4, & 6.**

Duncanville
City of Champions

CONFLICT OF INTEREST QUESTIONNAIRE - FORM CIQ

For vendor or other person doing business with local governmental entity

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

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local government entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government, Code.

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

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

Dean Electric, Inc. dba Dean Construction

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

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

_____

Name of Officer

This section, (item 3 including subparts A, B, C & D), must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☒ No

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

☐ Yes ☒ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of one percent or more?

☐ Yes ☒ No

D. Describe each employment or business and family relationship with the local government officer named in this section.

4 ☒ **I have no Conflict of Interest to disclose.**

5 _____ 11/22/2024

Signature of vendor doing business with the governmental entity — Date

Exhibit G – Form 1295 Instructions

Certificate of Interested Parties Electronic Filing

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that the CITY may not enter into this contract unless the CONTRACTOR submits a disclosure of interested parties (Form 1295) to the CITY at the time the CONTRACTOR submits the signed contract. The Texas Ethics Commission has adopted rules requiring the business entity to file Form 1295 electronically with the Commission.

CONTRACTOR will be required to furnish a Certificate of Interest Parties before the contract is awarded, in accordance with Government Code 2252.908.

The CONTRACTOR shall:

1. Log onto the State Ethics Commission Website at : https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm
2. Register utilizing the tutorial provided by the State
3. Print a copy of the completed Form 1295
4. Enter the Certificate Number on the signature page of this contract.
5. Complete and sign the Form 1295
6. Email the form to purchasing@duncanville.com with the contract number in the subject line. (EX: Contract 1234 – Form 1295)

The CITY must acknowledge the receipt of the filed Form 1295 not later than the 30th day after Council award. Once a Form 1295 is acknowledged, it will be posted to the Texas Ethics Commission's website within seven business days.

Exhibit H – Texas House Bill 89 Verification Statement

For the City of Duncanville, Texas, Agreements

I, Gregory Firebaugh (Person name), the undersigned representative of (Company or Business name) Dean Electric, Inc. dba Dean Construction (hereafter referred to as company) do hereby verify that the company named above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract.

Pursuant to Section 2270.001, Texas Government Code:

1. *"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and*
2. *"Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.*

11/22/2024
DATE

SIGNATURE OF COMPANY REPRESENTATIVE

Exhibit I – Service Provider Verification Form

For the City of Duncanville, Texas Agreements

By executing this document, the undersigned Service Provider named below, which is an individual, firm, or corporation engaged in the physical performance of services in Texas under a contract with the **City of Duncanville** affirms that it has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in Texas Government Code Section 2269, et. seq.

Furthermore, Service Provider will continue to use the federal work authorization program throughout the contract period and will contract for the performance of services in satisfaction of such contract only with subcontractors who present to Service Provider an affidavit containing the information required by
Texas Government Code Section 2269, et. seq. The undersigned Service Provider attests that its federal work authorization user identification number and date of authorization are as follows:

_____ _____

Federal Work Authorization User Identification Number Date of Authorization

Service Provider: Project:

_____

_____

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on_____, 20____, in_____(city),_____(state).

_____ _____

BY: Service Provider Authorized Officer or Agent Date

_____

Printed Name and Title of Authorized Officer or Agent

Exhibit I.1 – Subcontractor to Service Provider Verification Form

For the City of Duncanville, Texas Agreements

By executing this document, the undersigned subcontractor named below, which is an individual, firm, or corporation engaged in the physical performance of services in Texas under a contract with the _____, affirms that it has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in Texas Government Code Section 2269, et. seq. Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period. The undersigned subcontractor attests that its federal work authorization user identification number and date of authorization are as follows:

_____

Federal Work Authorization User Identification Number

_____

Date of Authorization

_____

Name of Subcontractor

_____

Name of Project

I hereby declare under penalty of perjury that the foregoing is true and correct.
Executed on_____, 20____, in_____(city), _____ (state).

_____

BY: Subcontractor Authorized Officer or Agent

_____

Date

_____

Printed Name and Title of Authorized Officer or Agent

Duncanville
City of Champions

Exhibit J – SAM.GOV RECORD SUBMISSION

Insert System for Award Management (SAM) record search for company name and company principal (here)

SAM.GOV

DEAN ELECTRIC, INC.

Unique Entity ID	CAGE / NCAGE	Purpose of Registration
WN8KPM1G7U23	**80WD9**	**All Awards**
Registration Status	Expiration Date	
Active Registration	**May 6, 2025**	
Physical Address	Mailing Address	
701 Hall ST **Cedar Hill, Texas 75104-2563** **United States**	**701 Hall ST** **Cedar Hill, Texas 75104** **United States**	

Business Information

Doing Business as	Division Name	Division Number
DEAN ELECTRIC INC	**Dean Electric Inc**	1
Congressional District	State / Country of Incorporation	URL
Texas 30	**Texas / United States**	**(blank)**

Registration Dates

Activation Date	Submission Date	Initial Registration Date
May 8, 2024	**May 6, 2024**	**Jan 3, 2018**

Entity Dates

Entity Start Date	Fiscal Year End Close Date
Apr 1, 1984	**Mar 31**

Immediate Owner

CAGE	Legal Business Name
(blank)	**(blank)**

Highest Level Owner

CAGE	Legal Business Name
(blank)	**(blank)**

Executive Compensation

In your business or organization's preceding completed fiscal year, did your business or organization (the legal entity to which this specific SAM record, represented by a Unique Entity ID, belongs) receive both of the following: 1. 80 percent or more of your annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements and 2. $25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

No

Does the public have access to information about the compensation of the senior executives in your business or organization (the legal entity to which this specific SAM record, represented by a Unique Entity ID, belongs) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

Not Selected

Proceedings Questions

Is your business or organization, as represented by the Unique Entity ID on this entity registration, responding to a Federal procurement opportunity that contains the provision at FAR 52.209-7, subject to the clause in FAR 52.209-9 in a current Federal contract, or applying for a Federal grant opportunity which contains the award term and condition described in 2 C.F.R. 200 Appendix XII?

No

Does your business or organization, as represented by the Unique Entity ID on this specific SAM record, have current active Federal contracts and/or grants with total value (including any exercised/unexercised options) greater than $10,000,000?

Not Selected

Within the last five years, had the business or organization (represented by the Unique Entity ID on this specific SAM record) and/or any of its principals, in connection with the award to or performance by the business or organization of a Federal contract or grant, been the subject of a Federal or State (1) criminal proceeding resulting in a conviction or other acknowledgment of fault; (2) civil proceeding resulting in a finding of fault with a monetary fine, penalty, reimbursement, restitution, and/or damages greater than $5,000, or other acknowledgment of fault; and/or (3) administrative proceeding resulting in a finding of fault with either a monetary fine or penalty greater than $5,000 or reimbursement, restitution, or damages greater than $100,000, or other acknowledgment of fault?

Not Selected

Exclusion Summary

Active Exclusions Records?

No

SAM Search Authorization

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

Yes

Entity Types

Business Types

Entity Structure	Entity Type	Organization Factors
Corporate Entity (Not Tax Exempt)	**Business or Organization**	**(blank)**

Profit Structure
For Profit Organization

Socio-Economic Types

Check the registrant's Reps & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.

Financial Information

Accepts Credit Card Payments	Debt Subject To Offset
No	**No**

EFT Indicator	CAGE Code
0000	**80WD9**

Electronic Funds Transfer

Account Type	Routing Number	Lock Box Number
Checking	*********29**	**(blank)**

Financial Institution	Account Number
CITIZENS NATIONAL BANK OF TEXAS	*********82**

Automated Clearing House

Phone (U.S.)	Email	Phone (non-U.S.)
9729384300	**(blank)**	**(blank)**

Fax
(blank)

Remittance Address

Dean Electric Inc
701 Hall ST
Cedar Hill, Texas 75104
United States

Taxpayer Information

EIN	Type of Tax	Taxpayer Name
*******2911**	**Applicable Federal Tax**	**Dean Electric Inc**

Tax Year (Most Recent Tax Year)	Name/Title of Individual Executing Consent	TIN Consent Date
2016	**President**	**May 6, 2024**

Address	Signature
701 Hall ST **Cedar Hill, Texas 75104**	**Gregory Firebaugh**

Points of Contact

Accounts Receivable POC

Gregory Firebaugh, President
greg@dean-construction.com
9722917153

Electronic Business

Gregory Firebaugh, President
greg@dean-construction.com
9722917153

701 Hall ST
Cedar Hill, Texas 75104
United States

Government Business

Gregory Firebaugh, President
greg@dean-construction.com
9722917153

701 Hall ST
Cedar Hill, Texas 75104
United States

Service Classifications

NAICS Codes

Primary	NAICS Codes	NAICS Title
Yes	**236220**	**Commercial And Institutional Building Construction**

Size Metrics

IGT Size Metrics

Annual Revenue (from all IGTs)
(blank)

Worldwide

Annual Receipts (in accordance with 13 CFR 121)	Number of Employees (in accordance with 13 CFR 121)
$11,000,000.00	**47**

Location

Annual Receipts (in accordance with 13 CFR 121)	Number of Employees (in accordance with 13 CFR 121)
(blank)	**(blank)**

Industry-Specific

Barrels Capacity	Megawatt Hours	Total Assets
(blank)	**(blank)**	**(blank)**

Electronic Data Interchange (EDI) Information

This entity did not enter the EDI information

Disaster Response

This entity does not appear in the disaster response registry.

Exhibit K – Required Federal Terms and Conditions and Forms

City of Duncanville – American Rescue Plan Act (ARPA)

Contract Addendum Notice: The contract or purchase order to which this addendum is attached is made using federal assistance provided to the City of Duncanville by the US Department of Treasury under the American Rescue Plan Act ("ARPA Funds"), Sections 602(b) and 603(b) of the Social Security Act, Pub. L. No. 117-2 (March 11, 2021). In using such funds, the City must comply with the terms of ARPA, regulations issued by the U.S. Department of the Treasury ("Treasury") governing the expenditure of monies distributed from the ARPA Funds (including, without limitation, the Interim Final Rule (86 Fed. Reg. 26,786 (May 17, 2021) and Final Rule (87 Fed. Reg. 4,338 (Jan. 27, 2022)), the Award Terms and Conditions applicable to the ARPA Funds, and such other guidance as Treasury has issued or may issue governing the expenditure of monies distributed from the ARPA Funds (collectively, the "Regulatory Requirements"). Additionally, pursuant to the Regulatory Requirements, the City must comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200 other than such provisions as Treasury has determined or may determine are inapplicable to the ARPA Funds and pursuant to 2 C.F.R. §200.327 the City must include within any contract applicable provisions described in Appendix II to 2 C.F.R. Part 200, each of which is contained in this Addendum.

The following terms and conditions apply to you, the contractor or vendor, as a contractor of the City of Duncanville, in accordance with the requirements of an award of this project; by ARPA and its implementing regulations; and as established by the Treasury Department.

A. Equal Employment Opportunity. If this contract is a Federally Assisted Construction Contract (as defined in 41 C.F.R. §60-1.3) exceeding $10,000, during the performance of this contract, contractor agrees as follows:

1. Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2. Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for [1] employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

3. Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the

compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with Contractor's legal duty to furnish information.

4. Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

6. Contractor will furnish to the Administering Agency (as specified in 41 C.F.R. §601.3) and the Secretary of Labor all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the Administering Agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

7. In the event of contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended, in whole or in part, and contractor may be declared ineligible for further government contracts or Federally Assisted Construction Contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965. Such other sanctions may be imposed, and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

8. Contractor will include the portion of the sentence immediately preceding paragraph A.1. of this section and the provisions of paragraphs A.1. through A.7. in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor [2] or vendor. Contractor will take such action with respect to any subcontract or purchase order as the Administering Agency may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Administering Agency, contractor may request the United States to enter into such litigation to protect the interests of the United States. The City further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work. Provided, that if the City so participating is a state or local government, the above equal opportunity clause is not applicable to any agency, instrumentality, or subdivision of such government which does not participate in work on or under the Contract.

9. The City agrees that it will assist and cooperate actively with the Administering Agency and the Secretary of Labor in obtaining the compliance of contractor and any subcontractors with the equal

opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor; that it will furnish the Administering Agency and the Secretary of Labor such information as they may require for the supervision of such compliance; and that it will otherwise assist the Administering Agency in the discharge of the agency's primary responsibility for securing compliance.

10. The City further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and Federally Assisted Construction Contracts pursuant to the Executive Order and that it will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractor and any subcontractors by the Administering Agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the City agrees that if it fails or refuses to comply with these undertakings, the Administering Agency may take any or all of the following actions: cancel, terminate, or suspend, in whole or in part, this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

B. **Copeland "Anti-Kickback" Act.** Contractor and any subcontractors performing work under the contract shall comply with 18 U.S.C. §874. The City shall report all suspected or reported violations to Treasury. [3]

C. **Suspension and Debarment.**
1. This contract is a covered transaction for purposes of 2 CFR §180.210 and 31 CFR §19.2103000. Therefore, this Contract is a lower-tier covered transaction for purposes of 2 C.F.R. Part 180 and 31 C.F.R. Part 19 if (1) the amount of this Contract is greater than or equal to $25,000 (2 C.F.R. § 180.220(b)(1); 31 C.F.R. § 19.220(b)(1)); (2) the Contract requires the consent of an official of the Department of the Treasury (2 C.F.R. § 180.220(b)(2); 31 C.F.R. § 19.220(b)(2)); or
(3) this Contract is for federally required audit services (2 C.F.R. § 180.220(b)(3); 31 C.F.R. § 19.220(b)(3)).

2. As such, the contractor is required to verify that contractor's principals (defined at 2 CFR § 180.995) or its affiliates (defined at 2 CFR § 180.905) of both contractor and contractor's principals are not excluded (defined at 2 CFR § 180.935) and are not disqualified (defined at 2 CFR § 180.935). If any of the foregoing persons are excluded or disqualified and the Secretary of the Treasury has not granted an exception pursuant to 31 C.F.R. §19.120(a) (a) this contract shall be void; (b) City shall not make any payments of federal financial assistance to contractor; and (c) City shall have no obligations to contractor under this contract.

3. The contractor must comply with 2 CFR pt. 180, subpart C and 31 CFR pt. 19, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. This certification is a material representation of fact relied upon by the City and all liability arising from an erroneous representation shall be borne solely by the contractor.

4. If it is later determined that the contractor did not comply with 2 CFR pt. 180, subpart C and 31 CFR pt. 19, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

D. **Byrd Anti-Lobbying Amendment**, 31 U.S.C. § 1352, as amended.

1. Contractor certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. §1352. Contractor shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier, up to the recipient who in turn will forward the certification(s) to the awarding agency. This certification is a material representation of fact upon which City has relied when [4] entering into this contract, and all liability arising from an erroneous representation shall be borne solely by contractor.

2. ***Purchases over $100,000 - Contractors must sign the certification on the last page of this addendum and shall cause any subcontractors with a subcontract (at any tier) exceeding $100,000 to file with the tier above it the same certification.**

E. **Access to Records**.

1. Contractor agrees to provide the City of Duncanville, the U.S. Department of Treasury, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, investigations and transcriptions. The Contractor agrees to permit any of the foregoing parties to reproduce by any means or to copy excerpts and transcriptions as reasonably needed and agrees to cooperate with all such requests. No language in this contract is intended to prohibit audits or internal reviews by the Treasury Department or the Comptroller General of the United States.

2. Contractor agrees to retain all records covered by this section through December 31, 2031, or such longer period as is necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving the contract

F. **Rights to Inventions Made Under a Contract or Agreement.**

1. The Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use for "Government purposes," any subject data or copyright described below. "Government purposes" means use only for the direct purposes of the Government. Without the copyright owner's consent, the Government may not extend its federal license to any other party.

(a) Any subject data developed under the contract, whether or not a copyright has been obtained, and

(b) Any rights of copyright purchased by contractor using federal assistance funded in whole or in part by the Department of the Treasury.

2. Unless Treasury determines otherwise, a contractor performing experimental, developmental, or research work required as part of this contract agrees to permit Treasury to make available to the public either (a) Treasury's license to the copyright to any subject data developed in the course of the Contract or (b) a copy

of the subject data first produced under the contract for which a copyright has not been obtained. If the experimental, developmental, or research work which is the subject of this contract is not completed for any reason whatsoever, all data developed under the contract shall [5] become subject data as defined herein and shall be delivered as the Government may direct.

3. Unless prohibited by Texas law, upon request by the Government, contractor agrees to indemnify, save, and hold harmless the Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by contractor of proprietary rights, copyrights, or right of privacy arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under the contract. Contractor shall be required to indemnify the Government for any such liability arising out of the wrongful act of any employee, official, or agent of the contractor.

4. Nothing contained in this clause shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Government under any patent.

5. Data developed by contractor and financed entirely without using federal assistance provided by the Government that has been incorporated into work required by the underlying contract is exempt from the requirements herein, provided that contractor identifies that data in writing at the time of delivery of the contract work. Contractor agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with federal assistance.

6. For the purposes of this section "subject data" means "recorded information, whether or not copyrighted, . . . that is delivered or specified to be delivered as required by the contract." Examples of "subject data" include, but are not limited to, "computer software, standards, specifications, engineering drawings and associated lists, process sheets, manuals, technical reports, catalog item identifications, and related information, but do not include financial reports, cost analyses or other similar information used for performance or administration of the contract."

G. **Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327 through 333) (applies only to purchases over $100,000, when laborers or mechanics are used.)** Where applicable, all contracts in excess of $100,000 that involve the employment of mechanics or laborers shall include a provision for compliance with 40 U.S.C. §3702 and §3704 of the Contract Work Hours and Safety Standards Act, as supplemented by Department of Labor regulations (29 CFR part 5). Under §3702 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. The requirements of 40 U.S.C. §3704 are applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of [6] supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

H. **Clean Air Act & Federal Water Pollution Control Act (applies to purchases of more than $150,000).**

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

2. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. §1251 et seq.

3. The Contractor agrees to report each violation of the Clean Air Act and the Water Pollution Control Act to the City of Duncanville and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

4. Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance.

I. **Prohibition on Contracting for Covered Telecommunications Equipment or Services.**

1. Definitions. Unless otherwise defined in this contract, capitalized terms used in this section shall have the meanings ascribed thereto in this section.

(a) "Backhaul" means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

(b) "Covered Foreign Country" means the People's Republic of China.

(c) "Covered Telecommunications Equipment or Services" means (i) telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); (ii) for the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); (iii) telecommunications or video surveillance services provided by such entities or using such equipment; [7] or (iv) telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a Covered Foreign Country.

(d) "Critical Technology" means (i) defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations; (ii) items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations and controlled (a) pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology, or (b) for reasons relating to regional stability or surreptitious listening; (iii) specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities); (iv) nuclear facilities, equipment, and material covered by

part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material); (v) select agents and toxins covered by part 331 of title 7, Code of Federal Regulations; part 121 of title 9 of such Code; or part 73 of title 42 of such Code; or (vi) emerging and foundational technologies controlled pursuant to §1758 of the Export Control Reform Act of 2018 (50 U.S.C. §4817).

(e) "Interconnection Arrangements" means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

(f) "Roaming" means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

(g) "Substantial or Essential Component" means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(h) "Telecommunications Equipment or Services" means telecommunications or video surveillance equipment or services, such as, but not limited to, mobile phones, land lines, internet, video surveillance, and cloud services. [8]

2. **Prohibitions.**

(a) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after August 13, 2020, from obtaining or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

(b) Unless an exception in applies, contractor and any subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds (including, without limitation, Fiscal Recovery Funds) received from a federal government to:

i. Procure or obtain any equipment, system, or service that uses Covered Telecommunications Equipment or Services as a Substantial or Essential Component of any system or as Critical Technology of any system.

ii. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses Covered Telecommunications Equipment or Services as a Substantial or Essential Component of any system or as Critical Technology of any system.

iii. Enter into, extend, or renew contracts with entities that use Covered Telecommunications Equipment or Services as a Substantial or Essential Component of any system or as Critical Technology as part of any system; or

iv. Provide, as part of its performance of this contract, any subcontract; any other contractual instrument; or any equipment, system, or service that uses Covered Telecommunications Equipment or Services as a Substantial or Essential Component of any system or as Critical Technology as part of any

system.

3. **Exceptions.**

(a). This clause does not prohibit contractor or subcontractors from providing:

i. A service that connects to the facilities of a third party, such as Backhaul, Roaming, or Interconnection Agreements, or

ii. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(b). By necessary implication and regulation, the prohibitions also do not apply to:

i. Covered telecommunications equipment that:

(a) Is not used as a Substantial or Essential Component of any system

(b) Is not used as Critical Technology of any system.

ii. Other telecommunications equipment or services that are not considered Covered Telecommunications Equipment or Services.

4. Reporting Requirement.

(a). In the event contractor identifies, during contract performance, covered Telecommunications Equipment or Services used as a Substantial or Essential Component of any system or as Critical Technology as part of any system, or if contractor is notified of such by a subcontractor at any tier or by any other source, contractor shall report the information in paragraph 4(b) of this section to City, unless procedures for reporting the information are established elsewhere in this contract.

(b). Contractor shall report the following information to City pursuant to paragraph 4(a) of this section:

i. Within one business day from the date of such identification or notification: contract number; order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

ii. Within ten business days of submitting the information in paragraph 4(b)(i) of this section, any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe (1) the efforts it undertook to prevent the use or submission of Covered Telecommunications Equipment or Services and (2) any additional efforts that will be incorporated to prevent future use or submission of Covered Telecommunications Equipment or Services.

5. Subcontractor. The contractor shall cause to be inserted into all subcontracts and other contractual instruments relating to the performance of this contract the substance of this Section I, including this

paragraph 5.

J. **Buy USA - Domestic preference for certain procurements using federal funds.** Contractor should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of this section:

1. "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

2. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

K. **Procurement of Recovered Materials.**

1. This section shall apply if (1) this contract involves the purchase of an item designated by the Environmental Protection Agency ("EPA") in 40 C.F.R. Part 247 that exceeds $10,000 or (2) the total value of such designated items acquired during the City's preceding fiscal year exceeded $10,000.

2. In the performance of this contract, the contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired: a. Competitively within a timeframe providing for compliance with the contract performance schedule; b. Meet contract performance requirements; or c. Be acquired at a reasonable price.

3. Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines website. The contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

L. **Minority and Women Business Enterprises.** Contractor hereby agrees to comply with the following when applicable: The requirements of Executive Orders 11625 and 12432 (concerning Minority Business Enterprise), and 12138 (concerning Women's Business Enterprise), **when applicable.** Accordingly, the contractor hereby agrees to take affirmative steps to assure that women and minority businesses are utilized when possible as sources [11] of supplies, equipment, construction and services. Affirmative steps shall include the following:

1. Including qualified women's business enterprises and small and minority businesses on solicitation lists.

2. Assuring that women's enterprises and small and minority businesses are solicited whenever they are potential sources.

3. When economically feasible, dividing total requirements into smaller tasks or quantities so as to permit maximum participation by small and minority business, and women's business enterprises.

4. Where the requirement permits, establishing delivery schedules which will encourage participation by women's business enterprises and small and minority business; and

5. Using the services and assistance of the Small Business Administration, and the U.S. Office of Minority Business Development Agency of the Department of Commerce; and the Texas Comptroller of Public Accounts, Office of Historically Underutilized Businesses Support. For the purposes of these requirements, a Minority Business Enterprise (MBE) is defined as an enterprise that is at least 51 percent owned and controlled in its daily operation by members of the following groups: Black, Hispanic, Asian or Pacific Islander, American Indian, or Alaskan Natives. A Women Business Enterprise (WBE) is defined as an enterprise that is at least 51 percent owned and controlled in its daily operation by women. Additionally, an MBE or WBE qualifies if it is currently certified as a State of Texas "historically underutilized business" and qualifies as a "small business" if it is independently owned and operated and is qualified under the Small Business Administration criteria and size standards at 13 C.F.R. Part 21.

M. **Assurances of Compliance with Title VI of the Civil Rights Act of 1964**. Contractor and any subcontractor, or the successor, transferee, or assignee of contractor or any subcontractor, shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. §§ 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 C.F.R. Part 22, which are herein incorporated by reference and made a part of this contract. Title VI also provides protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. §§ 2000d et seq., as implemented by Treasury's Title VI regulations, 31 C.F.R. Part 22, and herein incorporated by reference and made a part of this contract. [12]

N. **Publications.** Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury."

O. **Increasing Seat Belt Use in the United States**. Pursuant to Executive Order 13043, 62 Fed. Reg.19216 (Apr. 18, 1997), contractor is encouraged to adopt and enforce on-the-job seat belt policies and programs for your employees when operating company-owned, rented or personally owned vehicles.

P. **Reducing Text Messaging While Driving.** Pursuant to Executive Order 13513, 74 Fed. Reg. 51225 (Oct. 6, 2009), contractor is encouraged to adopt and enforce policies that ban text messaging while driving and establish workplace safety policies to decrease accidents caused by distracted drivers.

Q. **Conflicts and Interpretation.** To the extent that any portion of this Addendum conflicts with any term or condition of this contract expressed outside of this Addendum, the terms of this Addendum shall govern.

R. **Other Non-Discrimination Statutes**. Contractor acknowledges that City is bound by and agrees, to the extent applicable to contractor, to abide by the provisions contained in the federal statutes enforced below and any other federal statutes and regulations that may be applicable to the

expenditure of Fiscal Recovery Funds: The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability; Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance; The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability in programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

S. **Conflicts of Interest; Gifts and Favors**.

1. Contractor understands that (1) City will use ARPA Funds to pay for the cost of this contract and (2) the expenditure of ARPA Funds is governed by the Conflict-of-Interest Policy of the City, the Regulatory Requirements (including, without limitation, 2 C.F.R. § 200.318(c)(1)), and State of Texas law.

2. Contractor certifies to City that as of the date hereof, to the best of its knowledge after reasonable inquiry, no employee, officer, elected official, or agent of City involved in the selection, award, or administration of this contract (each a "Covered Individual"); no member of a Covered Individual's immediate family; no partner of a Covered Individual; and no organization (including contractor) which employs or is about to employ a Covered Individual has a financial or other interest in, or has received a tangible personal benefit from, contractor. Should contractor obtain knowledge of any such interest, or any tangible personal benefit described in the preceding sentence after the date hereof, contractor shall promptly disclose the same to City in writing.

3. Contractor certifies to City that it has not provided, nor offered to provide, any gratuities, favors, or anything of value to an officer, employee, elected official or agent of City. Should contractor obtain knowledge of the provision, or offer of any provision, of any gratuity, favor, or anything of value to an officer, employee, elected official or agent described in the preceding sentence after the date hereof, contractor shall promptly disclose the same to City in writing.

CONTRACTOR: By: _____
Name: Gregory Firebaugh
Title: President

CITY:
By: _____
Name: _____
Title: _____

This form is required only for purchases of more than $100,000 – 31 CFR Part 21 – New Restrictions on Lobbying – CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of their knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all contractors shall certify and disclose accordingly.

4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The contractor, Dean Electric, Inc., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the contractor understands and agrees that the provisions of 31 U.S.C. Ch. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's authorized official

Date: 11/20/24

Gregory Firebaugh - President

(Print name and title of person signing above)

DAVIS-BACON COMPLIANCE REQUIREMENTS, TERMS AND CONDITIONS FOR FEDERALLY ASSISTED CONSTRUCTION PROJECTS

THE FOLLOWING DOCUMENTS SHALL BE INCLUDED IN ALL CITY OF DUNCANVILLE FEDERALLY- ASSISTED CONSTRUCTION CONTRACTS AND ARE APPLICABLE

February 2024

Duncanville
City of Champions

DAVIS-BACON STATUTORY PROVISIONS APPLICABLE TO THIS CONTRACT

The Davis-Bacon Act (40 U.S. C. 276a-276a-5). The Davis-Bacon Act--DBA provides that contracts in excess *of* $2,000 to which the United States is party for the construction, alteration, and/or repair, including painting and decorating, or public buildings or public works which involve the employment of laborers and/or mechanics, shall contain provisions with respect to minimum wages, fringe benefits, payments without deductions or rebates, withholding funds from contractions to ensure compliance with the wage provisions, and termination of the contract or debarment for failure to adhere to the required provisions.

Copeland Act (Anti-Kickback Act) (40 U.S.C. 276c) The Copeland Act makes it a criminal offense for any person to induce, by any manner whatsoever, any person employed in the construction, prosecution, completion, or repair of any public building, public work, or building or work financed in whole or in part by loans or grants from the United States, to give up any part of the compensation to which he is entitled under his contract of employment. The Act also provides for the submission of weekly statements of compliance and weekly payrolls by all contractors in a format which meets the requirements of 29 CFR Section 5.5 (see payroll attachment). The Copeland Act applies to both contractors and subcontractors. Department of Labor Regulation 29 CFR Section 3.3©, which implements the Act, indicates that the payroll statement requirements do not apply to any contract of $2,000 or less.

The Contract Work Hours and Safety Standards Act (CWHSSA). The CWHSSA requires time and one-half pay for overtime (O/T) hours (over 40 in any workweek) worked on the covered project. The CWHSSA applies to both direct Federal contracts and to indirect Federally assisted contracts **except** where the assistance is solely in the nature of a loan guarantee or insurance. CWHSSA violations carry a liquidated damages penalty ($10/day per violation). Intentional violations of CWHSSA standards can be considered for Federal criminal prosecution.

The Fair Labor Standards Act (FLSA). The FLSA contains Federal minimum wage rates, overtime (O/T), and child labor requirements. These requirements generally apply to any labor performed. The DOL has the authority to administer and enforce FLSA. The City will refer to the DOL any possible FLSA violations that are found on HUD projects.

Regulatory Provisions HUD Public Housing Agencies, Indian Housing Authorities, Local and State Housing and Community Development Agencies and Co-insuring Lenders which are responsible for the performance of labor standards administration and enforcement activities delegated by HUD use the regulations promulgated by the Secretary of Labor and contained in Title 29 of the Code of Federal Regulations (CFR) Parts 1.3.5, and 7. The Department of Labor (DOL) has published rules and instructions concerning Davis-Bacon and other labor laws in the Code of Federal Regulations (CFR). These regulations can be found in **Title 29 CFR Parts 1, 3, 5, 6 and 7.** *Part 1* explains how the DOL establishes and publishes DBA wage determinations *(aka wage decisions)* and provides instructions on how to use the determinations. *Part 3* describes Copeland Act requirements for payroll deductions and the submission of weekly certified payroll reports. *Part 5* covers the labor standards provisions that are in your contract relating to Davis-Bacon Act wage rates and the responsibilities of contractors and contracting agencies to administer and enforce the provisions. *Part 6* provides for administrative proceedings enforcing Federal labor standards on construction and service contracts. Last, *Part 7* sets

parameters for practice before the Administrative Review Board. These regulations are used as the basis for administering and enforcing the laws.

City of Duncanville Construction Projects
Davis-Bacon/Labor Relations Regulations

DOL Regulations are available on-line on the World Wide Web: http://www.dol.gov/dol/allcfr/Title_29/toc.htm
HUD program labor standards forms are available on-line at: www.hudclips.org/cgl/index.cgl

Construction Contract Provisions
Each contract subject to Davis-Bacon labor standards requirements must contain labor standards clauses and a Davis-Bacon wage decision. These documents should be bound into the contract specifications.

1. THE LABOR STANDARDS CLAUSES
The labor standards clauses describe the responsibilities of the contractor concerning Davis-Bacon wages and obligate the contractor to comply with the labor requirements. The labor standards clauses also provide for remedies in the event of violations, including withholding from payments due to the contractor to ensure the payment of wages or liquidated damages which may be found due. These contract clauses enable the contract administrator to enforce the Federal labor standards applicable to the project.

2. DAVIS-BACON WAGE DECISIONS
The Davis-Bacon wage decision (or wage determination) is a listing of various construction work classifications, such as Carpenter, Electrician. Plumber and Laborer, and the minimum wage rates (and fringe benefits. where prevailing) that people performing work in those classifications must be paid. Davis-Bacon wage decisions are established by the DOL for various types of construction (e.g., residential. heavy. highway) and apply to specific geographic areas, usually a county or group of counties. Wage decisions are modified from time to time to keep them current. In most cases, when the contract is awarded or when construction begins, the wage decision is "locked-in" and no future modifications are applicable to the contract or project involved.

3. RESPONSIBILITY OF THE PRINCIPAL CONTRACTOR
The principal contractor (also referred to as the **prime** *or* **general contractor)** is responsible for the full compliance of all employers (the contractor, subcontractors, and any lower-tier subcontractors) with the labor standards provisions applicable to the project. Because of the contractual relationship between a prime contractor and his/her subcontractors, subcontractors generally should communicate with the contract administrator only through the prime contractor. *(See Contract Administrator below.)* The term **"prime contractor"** means the principal contractor: **"subcontractor"** means all subcontractors including lower-tier subcontractors: and the term **"employer"** means all contractors as a group, including the prime contractor and any subcontractors and lower-tier subcontractors.

4. RESPONSIBILITY OF THE CONTRACT ADMINISTRATOR
The **contract administrator** is responsible for the proper administration and enforcement of the Federal labor standards provisions on contracts covered by Davis-Bacon requirements. We use this term to

represent the person (or persons) who will provide labor standards advice and support to you and other project principals (e.g., the owner, sponsor, architect), including providing the proper Davis-Bacon wage decision (see **The Wage Decision)** and ensuring that the wage decision and contract clauses are incorporated into the contract for construction. The contract administrator also monitors labor standards compliance (see **Compliance Reviews)** by conducting interviews with construction workers at the job site and reviewing payroll reports and oversees any enforcement actions that may be required.

A. THE WAGE DECISION

Davis-Bacon labor standards stipulate the wage payment requirements for *Carpenters, Electricians, Plumbers, Roofers, Laborers, and other construction work classifications* that may be needed for the project. The **Davis-Bacon wage decision** that applies to the project contains a schedule of work classifications and wage rates that must be followed.

The Work Classifications and Wage Rates. A Davis-Bacon wage decision is simply a listing of different work classifications and the minimum wage rates that must be paid to anyone performing work in those classifications. You'll want to make sure that the work classification(s) you need are contained in the wage decision and make certain you know exactly what wage rate(s) you will need to pay. Some wage decisions cover several counties and/or types of construction work (for example, residential and commercial work) and can be lengthy and difficult to read. Contact the *contract administrator* If you have any trouble reading the wage decision or finding the work classification(s) you need.

ALL PRIME CONTRACTORS/SUB-CONTRACTORS MUST OBTAIN A COPY OF A CONTRACTOR'S GUIDE TO PREVAILING WAGE REQUIREMENTS FOR FEDERALLY ASSISTED CONSTRUCTED PROJECTS.

B. CONSTRUCTION CONTRACT PROVISIONS:

1. *POSTING THE WAGE DECISION*

The prime contractor, is responsible for posting a copy of the wage decision (or the Project Wage Rate Sheet) and a copy of a DOL poster called *Notice to All Employees* (Form WH-1321) at the job site in a place that is easily accessible to all of the construction workers employed at the project and where the wage decision and poster won't be destroyed by wind or rain, etc. City of Duncanville's *Notice to All Employees* poster Is available here as an attachment in both English and Spanish.

2. *CERTIFIED PAYROLL REPORTS*

You'll need to submit a weekly certified payroll report (CPR) beginning with the first week that your company works on the project and for every week afterward until your firm has completed its work. It's always a good idea to number the payroll reports beginning with #1 and to clearly mark your last payroll for the project "Final." *For many contractors, the Weekly Certified Payroll Is the only Davis-Bacon paperwork you need to submit.*

A. Payroll Formats

The easiest form to use is DOL's WH-347, **Payroll.** A sample copy of the WH-347 is included here as an attachment. You are *not required* to use Payroll Form WH-347. You are welcome to use any other type of payroll, such as computerized formats, as long as it contains all of the information that is required on the WH-347.

The weekly payroll form doesn't ask for any information that you don't already need to keep for wage payment and tax purposes. For example, you need to know each employee's **name, address** and **social security number;** his or her **work classification** (who is working for you and what do they do), the hours worked during the week, his or her **rate of pay,** the **gross amount earned** (how much did they earn), the amounts of any **deductions** for taxes, etc., and the net amount paid (how much should the paycheck be made out for). No more information than you need to know in order to manage your work crew and make certain they are paid properly. And, certainly, no more information than you need to keep for IRS, Social Security and other tax and employment purposes. You are required to submit certified payrolls to illustrate and document that you have complied with the prevailing wage requirements. The purpose of the contract administrator's review of your payrolls is to verify your compliance. Clearer and complete payroll reports will permit the contract administrator to complete reviews of your payroll reports quickly.

B. PAYROLL CERTIFICATIONS

The weekly payrolls are called *certified* because each payroll is signed and contains language certifying that the information is true and correct. The payroll **certification** language is on the reverse side of the WH-347. If you are using another type of payroll format you may attach the certification from the back of the WH-347, or any other format which contains the same certification language on the WH-347 (reverse). An alert prime contractor that reviews subcontractor payroll submissions can detect any misunderstandings early, prevent costly underpayments and protect itself from financial loss should underpayments occur.

DOL's website has Payroll Instructions, and the Payroll Form WH-347, in a "fillable" PDF format at this address:
www.dol.gov/esa/programs/dbra/forms.htm

C. "NO WORK" PAYROLLS

"No work" payrolls may be submitted whenever there is a temporary break in your work on the project, for example, if your firm is not needed on the project right now but you will be returning to the job in a couple of weeks. However, if you know that your firm will not be working on the project for an extended period of time, you may wish to send a short note to the contract administrator to let them know about the break in work and to give an approximate date when your firm will return to the project. If you send a note, you do not need to send "no work" payrolls.

D. PAYROLL REVIEW AND SUBMISSION

The prime contractor should **review** each subcontractor's payroll reports for compliance **prior** to submitting the reports to the contract administrator. Remember, the prime contractor is responsible for the full compliance of all subcontractors on the contract and will be held accountable for any wage restitution that may be found due to any laborer or mechanic that is underpaid *and* for any liquidated damages that may be assessed for overtime violations. All of the payroll reports for any project must be submitted to the contract administrator *through* the prime contractor.

E. PAYROLL RETENTION

Every contractor (including every subcontractor) must keep a complete set of their own payrolls and other basic records such as timecards, tax records, evidence of fringe benefit payments, for a Davis-Bacon project for at least 3 years after the project is completed. The prime contractor must keep a complete set of all of the payrolls for every contractor (including subcontractors) for at least 3 years after completion of the project.

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F. PAYROLL INSPECTION

In addition to submitting payrolls to the contract administrator, every contractor (including subcontractors) must make their *own* copy of the payrolls and other basic records available for review or copying to any authorized representative.

1. ***PROJECT AND CONTRACTOR/SUBCONTRACTOR· INFORMATION***
   Each payroll must identify the contractor or subcontractor's name and address, the project name and number, and the week ending date. Indicate the *week dates* in the spaces provided. Numbering payrolls is optional but strongly recommended.

2. ***EMPLOYEE INFORMATION***
   Each payroll on which each employee appears must contain the employee's name, address, and Social Security Number.

3. ***WORK CLASSIFICATION***
   Each **employee** must be classified in accordance with the wage decision based on the type of work they actually perform.

   a) Apprentices or Trainees. Each payroll on which any apprentice or trainee appears must be accompanied by a copy of that apprentice's or trainee's registration in a registered or approved program.

   b) Split classifications. For an employee that worked in a split classification, make a separate entry for each classification of work performed distributing the hours of work to each classification, accordingly, and reflecting the rate of pay and gross earnings for each classification. Deductions and net pay may be based upon the total gross amount earned for all classifications.

4. ***HOURS WORKED***
   The payroll should show ONLY the regular and overtime hours worked on this project. Show both the daily and total weekly hours for each employee. If an employee performs work at job sites other than the project for which the payroll is prepared, those "other job" hours *should not* be reported on the payroll. In these cases, you should list the employee's name, classification, hours for this project only, the rate of pay and gross earnings for this project, and the gross earned for *all projects*. Deductions and net pay may be based upon the employee's total earnings (for all projects) for the week.

5. ***RATE OF PAY***
   Show the basic hourly rate of pay for each employee for this project. If the wage decision includes a fringe benefit and you **do not** participate in approved fringe benefit programs, **add** the fringe benefit rate to the basic hourly rate of pay. Also list the overtime rate if overtime hours were worked.

6. ***PIECE-WORK***
   For any piece-work employees, the employer **must** compute an *effective hourly rate* for each employee each week based upon the employee's piece-work earnings for that week. To compute the effective hourly rate, divide the piece- work earnings by the total

number of hours worked, including consideration for any overtime hours. The effective hourly rate must be reflected on the certified payroll and the hourly rate may be no less than the wage rate (including fringe benefits, **if** any) on the wage decision for the classification of work performed. It does not matter that the effective hourly rate changes from week-to-week, only that the rate is no less than the rate on the wage decision for the classification of work performed.

7. **Gross Wages Earned**
Show the gross amount of wages earned for work performed on this project. *Note:* For employees with work hours and earnings on other projects, you may show gross wages for this project over gross earnings all projects (for example, $425.40/$764.85) and base deductions and net pay on the "all projects" earnings.

8. ***DEDUCTIONS***
Show the amounts of any deductions from the gross earnings. "Other" deductions should be identified (for example, Savings Account or Loan Repayment). Any voluntary deduction (that is, not required by law or by an order of a proper authority) must be authorized in writing by the employee or provided for in a collective bargaining (union) agreement. A short note signed by the employee is all that is needed and should accompany the first payroll on which the other deduction appears.

9. ***NET PAY***
Show the net amount of wages paid.

10. ***STATEMENT OF COMPLIANCE***
The Statement of Compliance is the certification. It is located on the reverse side of a standard payroll form (WH- 347). Be sure to complete the identifying information at the top, particularly if you are attaching the Statement of Compliance to an alternate payroll form such as a computer payroll. Also, you must check either 4(a) or 4(b) if the wage decision contains a fringe benefit. Checking 4(a) indicates that you are paying required fringe benefits to approved plans or programs; and 4(b) indicates that you are paying any required fringe benefit amounts directly to the employee by adding the fringe benefit rate to the basic hourly rate of pay. If you are paying a portion of the required fringe benefit to programs and the balance directly to the employee, explain those differences in box 4(c).

Remember, the overtime rate Is computed at one and one-half times the basic rate of pay plus any fringe benefits.

Compliance Reviews

The contract administrator or other inspector may visit the project site and interview some of the workers concerning their employment on the project. The Federal Government may also Independently conduct its own reviews. In addition, the contract administrator will periodically review payrolls and related submissions, comparing the interview information to the payrolls, to ensure that the labor standards requirements have been met. You will be notified by the contract administrator if these reviews find any discrepancies or errors. You will be given instructions about what steps must be taken to correct any problems.

1. ON-SITE INTERVIEWS

Every employer (contractor, subcontractor, etc.) must make their employees available for interview at the job site with the contract administrator or other agency representative. The interviews are confidential, and the employee will be asked about the kind of work they perform and their rate of pay. Every effort will be made to ensure that these interviews cause as little disruption as possible to the on-going work.

2. PROJECT PAYROLL REVIEWS

The contract administrator will compare the information on the interview forms to the corresponding payrolls to ensure that the workers are properly listed on the payrolls for the days, work classification and rate of pay. The contract administrator will also review the payroll submissions to make certain that the payrolls are complete and signed; that employees are paid no less than the wage rate for the work classification shown; apprentice and trainee certifications are submitted (where needed); employee or other authorizations for other deductions are submitted (where needed); etc.

ADMINISTRATIVE SANCTIONS

Contractors and/or subcontractors that violate the labor standards provisions may face administrative sanctions imposed by the Federal Government.

A. DOL DEBARMENT

Contractors and/or subcontractors that are found by the Secretary of Labor to be in aggravated or willful violation of the labor standards provisions of the Davis-Bacon and Related Acts (DBRA) will be ineligible (debarred) to participate in any DBRA or Davis-Bacon Act contracts for up to 3 years. Debarment includes the contractor or subcontractor and any firm, corporation, partnership, or association in which the contractor or subcontractor has a substantial interest. Debarment proceedings can be recommended by the contract administrator or can be initiated by the DOL. Debarment proceedings are described in DOL regulations 29CFR 5.12.

FALSIFICATION OF CERTIFIED PAYROLL REPORTS

Contractors and/or subcontractors that are found to have willfully falsified payroll reports (Statements of Compliance), including correction certified payroll reports, may be subject to civil or criminal prosecution. Penalties may be imposed of $1,000 and/or one year in prison for each false statement (see Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code).

City of Duncanville Responsibilities for federally assisted construction contracts:

The City of Duncanville is ultimately responsible for the proper administration and enforcement of the Federal labor standards on construction contracts covered by Davis-Bacon requirements, for federally assisted construction contracts. The City of Duncanville's duties shall include:

PROVIDE AN APPLICABLE WAGE DECISION FOR THE PROJECT

A wage decision is a listing established by the U.S. Department of Labor (DOL) for different work classifications, such as carpenter, electrician, plumber, laborer, and other construction work classifications, and the minimum wage rates (and fringe benefits, where prevailing) that people performing work in those classifications must be paid. Wage rates and decisions are found on-line at http://www.wdol.gov/

Include the wage decisions (and any modifications) in the contract documents

When construction work is procured through competitive bidding, the bid and contract documents should include the applicable wage decisions.

Check the proposed prime construction contractor for eligibility status

The City of Duncanville shall verify that all prime contractors (and subsequently, their subcontractors) that are anticipated to be awarded the construction contract are not listed as "debarred" by the System of Award Management (SAM) prior to executing the construction contract. The SAM is available at https://www.sam.gov/. Each company /firm must be verified prior to the contract execution, or the cost of the construction could be disallowed.

HOLD A PRE-CONSTRUCTION CONFERENCE TO EXPLAIN LABOR STANDARDS

The City of Duncanville may hold a preconstruction conference with the appropriate parties such as vendor, engineer/architect, prime contractor, subcontractor(s), inspector(s), applicable utility companies, and applicable City staff prior to the start of construction. During this conference, all parties should be advised of their responsibilities and obligations on a federally funded or federally- assisted project. The applicable federal, state, local, and program guidelines should also be discussed.

The City of Duncanville should document and retain preconstruction conference minutes, including a list of attendees and an outline of the required federal/state labor requirements. You may use the *"Preconstruction Conference Report"* form in this document. The preconstruction conference should include:

Discussion of all construction details, time frame of project, payment requirements, labor standards and required posters.

Delivery of all bonds and certificates of insurance to the City of Duncanville.

Delivery of all necessary General Wage Decisions and any additional classifications to the contractor along with instructions that will assist in completing the project.

Posters must be posted by the contractor at the site of work in a prominent and accessible place where the workers can easily read them. Duncanville's Davis-Bacon poster is available in both English and Spanish.

The prime contractor should submit a list of each subcontract to the City of Duncanville within 14 days of the award.

ADDITIONAL CLASSIFICATION AND WAGE RATE

On occasion, the applicable Davis-Bacon wage decision does not contain all of the work classifications and wage rates needed to complete the construction work in a given locality.

If an additional classification or wage rate is needed after a contract has been awarded, the prime contractor must submit a written "conformance" request to the City of Duncanville. Subcontractors must submit their requests through the prime contractor. Generally, contractors will complete and sign form SF-1444, *"Request for Authorization of Additional Classification and Rate"* (available on-line at www.wdol.gov/library.aspx). The contractor is not required to use the SF-1444 form, but must provide the same information that is requested in that form. The request for approval must be submitted within 30 days of initial employment of workers in the additional classification.

SUBMIT CONSTRUCTION COMPLETION REPORTS

Upon completion of the construction contract, a final inspection must be conducted, and all parties must agree that the work is acceptable.

A *Certificate of Construction Completion (COCC)* is required for each construction contract and documents acceptance of the project by the City of Duncanville / engineer / and/or contractor.

A *Final Wage Compliance Report (FWCR)* is required for each construction contract subject to Davis-Bacon.

The *COCC* and *FWCR* must be received and approved prior to final reimbursement from the City of Duncanville for each construction contract. If the final construction invoice is to be paid using HUD funds, the *COCC* and *FWCR* must be submitted with the last construction invoice for which grant funds are requested.

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Certificate of Construction Completion

SUBMIT ONE FOR EACH CONSTRUCT/ON CONTRACT OVER $2,000.00 TO

City of Duncanville:_____

Project Name:_____

This is to certify that a final inspection of the project described below was conducted on the _____ day of • , 20

Contract was entered into on the _____day of _____, 20 between _____ and _____ for the construction of_____

This is to further certify that:

1. The work has been completed in accordance with the plans and specifications and all addenda, change order and supplemental agreements thereto, with the following exceptions:

_____

2. The Contractor has presented on behalf of itself and its sureties, satisfactory evidence that he or she will repair, replace and make good any faulty workmanship and/or materials discovered in the work within a period of _____months from this date, as provided in the Contract.

3.	Amount of the Original Contract	$_____	___
	Cumulative Change Orders	$_____	___
	Final Amount of Contract	$_____	___
	Less Previous Payments	$_____	___
	FINAL PAYMENT (Balance)	$_____	___

4. The Final Payment in the amount above is now due and payable

_____

Certified by:

_____	_____	_____
Title	Title	Title
_____	_____	_____
Firm	Firm	City/County of

Duncanville
City of Champions

Final Wage Compliance Report

SUBMIT ONE FOR EACH CONSTRUCTION CONTRACT OVER $2,000.00 TO

City of Duncanville:_____

Project Name:_____

Contraction Completion Date: _____ Contract Amount $:_____

Prime Contractor: _____

Sub-Contractor: _____ _____

_____ _____

PART I - WAGE RESTITUTION

Were any workers paid less than the Davis-Bacon rates that applied to this project? If YES, **fill** in the box below D Yes D No

Were any workers paid less than the correct overtime payments? D Yes D No

If YES, liquidated damages at the rate of $10 for each calendar day for each worker must be calculated and the contractor notified of his liability. Provide information concerning the nature of the overtime violations. This should include

Company Name	Names of Affected Employees	Amount of Davis-Bacon Restitution Paid	Amount Of CWHSSA (overtime) Restitution Paid	Davis-Bacon Wage Violation? (Yor N)	CWHSSA (overtime) Violation? (Yor N)

PART II - LIQUIDATED DAMAGES

Attach copies of all correspondence relative to any Liquidated Damages *(i.e. letter to company assessing liquidated damages, copies of payrolls showing discrepancies, copies of evidence of back wages pages (canceled checks or other acceptable evidence, copy of waiver request letter).*

Did the Contractor seek a reduction or waiver of the liquidated damages? ☐ **Yes** ☐ No

If YES, was the request approved? D Yes, reduction D Yes, waiver

Total amount of Liquidated Damages paid: $_____

Number of workers owed restitution but unfound:

Total restitution owed to unfound workers: $_____

Name: _____ Title:_____

Signature:_____ Date: _____

Additional Information

You may access current wage determinations at: http://www.wdol.gov/.

The Department of Labor's Payroll Form WH-347 is available from the Wage and Hour Division Web site at: http://www.dol.gov/whd/forms/wh347instr.htm

The Exclude Parties List system is available at: https://www.epls.gov/

The Department of Labor's Davis-Bacon poster may be found at: http://www.dol.gov/whd/regs/compliance/posters/davis.htm

For further information or assistance may be found at these links: Davis-Bacon and Related Acts: http://www.dol.gov/

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Compliance Procedures

The Davis-Bacon and Related Acts (DBRA) apply to contractors and subcontractors performing on federally funded or assisted contracts in excess of $2,000 for the construction, alteration, or repair (including painting and decorating) of public buildings or public works, DBRA contractors and subcontractors must pay their laborers and mechanics employed under the contract no less than the locally prevailing wages and fringe benefits for corresponding work on similar projects in the area. The DBA prevailing wage provisions apply to the "Related Acts," under which federal agencies assist construction projects through grants, loans, loan guarantees, and insurance.

In order to be held in compliance and satisfy this new federal requirement, awardees *will* need to do the following:

1. Wage Determinations & Certifications - Wage decisions must be included in the bidding and contract documents. Federal Wage Determinations may be obtained online at http://www.wdol.gov/. If DBA prevailing wage rates are applicable, your bid packages must include the current OBA general wage determination for the area where construction will occur. A wage determination update issued less than 10 days before bid opening shall be in effect unless there is not a reasonable time to notify all prospective bidders. In these cases, the relevant facts should be documented in the contract file. DBA prevailing wage rates may be obtained on-line.

2. Contractor Payroll Requirements - The contractor(s) is required to pay the prevailing wage rates on a weekly basis to laborers and mechanics in accordance with the requirements of 29 CFR 5.5, which are incorporated into the actual construction contract. The DOL Payroll Form WH-347 can be found at the following link: http://www.dol.gov/ **(See DOL Payroll Form WH-347) Timesheets and Statement of Compliance**

3. Employee Interviews & Certifications - Periodic, confidential interviews of employees are required to be conducted by the City of Duncanville to validate the accuracy of certified payrolls for laborers, mechanics, trades, apprentices, and trainees.

4. Payroll Records - Certified payroll records and labor interviews are required to be retained by the recipient and contractor for three years after completion of the construction project.

5. Wage Rate Poster - Post the required Poster (WH-J 321) and applicable wage rates at the construction site. **(Please see Davis-Bacon Wage Rate Poster; WH-1321 at** http://www.wdol.gov/.)

6. Report Violations - Recipients must immediately report violations of the Davis-Bacon prevailing wage requirements to City of Duncanville Project Coordinator and to the appropriate DOL WHD Office listed at http://www.dol.gov/dol/contact/index.htm.

Contact Information

All questions regarding the DBA guidance can be directed to U.S. Department of Labor Wage and Hour Division 1-866-4USWAGE (1-866-487-9243), TTY: 1-877-889-5627, Monday-Friday 8 a.m. to 8
p.m. Eastern Time.

If you require further information about the DBA and how to apply it to your project, please contact City of Duncanville Project Coordinator.

Additional Resources:

1. For Wage Determinations applicable to construction projects in Texas: http://www.wdol.gov/dba

2. Source for determining the prevailing wage rate for each state and county is on the web page. Selecting DBA Wage Decisions, provides criteria for state and county: http://www.wdol.gov/dba

3. For more information on prevailing wage and wage determinations visit the Prevailing Wage Resource Book: http://www.dol.gov/

4. The United States Department of Labor website: http://www.dol.gov/
The webpage provides an overview, compliance assistance material, poster information, recordkeeping, DOL contact information and more.

5. Davis-Bacon and Related Acts (DBRA) Frequently Asked questions
More in-depth information can be accessed at the Department of Labor (DOL) website:
http://www.dol.gov/whd/programs/dbra/faqs.htm

Exhibit L – City Council Resolution

CONSTRUCTION PLANS FOR:

Harrington Park Renovations

City of Duncanville, Texas

MAYOR
Barry L. Gordon

CITY COUNCIL

Barry L. Gordon	Mayor	
Patrick Harvey	Mayor Pro Tem,	At-Large
Joe Veracruz	Councilmember	District 1
Don McBurnett	Councilmember	District 2
Jeremy Koontz	Councilmember	District 3
Karen Cherry	Councilmember	District 4
Greg Contreras	Councilmember	District 5

PARKS & RECREATION ADVISORY BOARD
Pamela Rogers, Chair
Mary (Beth) Farrell, Vice Chair
Constance Willis
Cozea Stephens
Janeice Preston
Ralo Thompson
Kim Malone

APPROVALS

Harrington Park Renovation SHEET INDEX :

SHEET	DESCRIPTION
LANDSCAPE ARCHITECTURAL	
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SK-1	SITE KEY PLAN
SL-1	SITE LAYOUT PLAN
SL-2	SITE LAYOUT PLAN
SL-3	SITE LAYOUT PLAN
SL-4	SITE LAYOUT PLAN
SL-5	SITE LAYOUT PLAN
SG-1	SITE GRADING PLAN
SG-2	SITE GRADING PLAN
SG-3	SITE GRADING PLAN
SG-4	SITE GRADING PLAN
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SU-1	SITE UTILITIES- STORM SEWER
EC-1	EROSION CONTROL
EC-2	EROSION CONTROL
EC-3	EROSION CONTROL
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A002	TEXAS ACCESSIBILITY STANDARDS
A003	ROOM FINISH, DOOR AND FIXTURE SCHEDULES
A004	DOOR AND WINDOW DETAILS & SECTIONS
A101	FLOOR PLAN – BASEBALL CONCESSION BUILDING
A102	ROOF PLAN – BASEBALL CONCESSION BUILDING
A103	FLOOR PLAN – SOCCER CONCESSION BUILDING
A104	ROOF PLAN – SOCCER CONCESSION BUILDING
A105	CONCESSION EQUIPMENT BASEBALL & SOCCER
A201	BASEBALL CONCESSION EXTERIOR ELEVATIONS
A202	SOCCER CONCESSION EXTERIOR ELEVATIONS
A203	ALTERNATE #2 - SOCCER CONCESSION TRELLIS
A301	RESTROOM PLAN AND TOILET ELEVATIONS
A401	REFLECTED CEILING PLAN - BASEBALL CONCESSION BUILDING
A402	REFLECTED CEILING PLAN - SOCCER CONCESSION BUILDING
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A504	WALL SECTIONS
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SHEET	DESCRIPTION
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S102	FOUNDATION PLAN, SECTIONS AND DETAILS (SOCCER)
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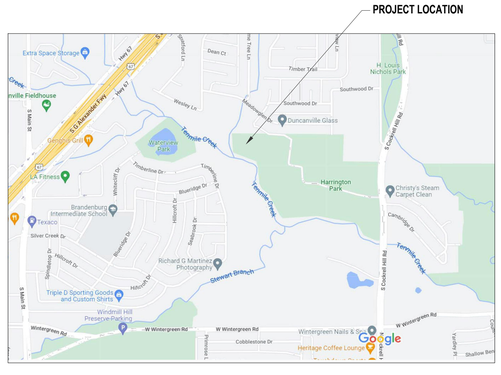
P200	PLUMBING UNDER GRADE PLAN
P201	PLUMBING PLAN
P301	PLUMBING RISER DIAGRAMS
P401	PLUMBING DETAILS

Harrington Park Renovation PROJECT LOCATION :



NOT TO SCALE

issue date:
JUNE 16, 2022

revisions:

REGISTERED LANDSCAPE ARCHITECT
ROBERT P. STOFFELS
7025
STATE OF TEXAS

6/16/2022

THE SEAL(S) APPEARING ON THIS DOCUMENT IS VALID IF, AND ONLY IF, ACCOMPANIED BY AN ORIGINAL SIGNATURE OF THE REGISTRANT AND DATE OF EXECUTION. DOCUMENTS NOT BEARING EACH OF THE 3 MENTIONED ITEMS SHALL BE CONSIDERED INCOMPLETE AND SHALL NOT BE USED FOR CONSTRUCTION, PERMIT, OR BIDDING PURPOSES.

THIS DRAWING IS RELEASED FOR BIDDING ONLY AND NOT FOR PERMITTING OR CONSTRUCTION. UNDER THE AUTHORITY OF ROBERT P. STOFFELS, LA #2025 ON JUNE 16, 2022.

PREPARED BY:

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GENERAL LEGEND/ NOTES:

REF.	REFERENCE, REFER TO
TYP.	TYPICAL
MIN.	MINIMUM
MAX.	MAXIMUM

SHEET MATCHLINE

1. CONTRACTOR SHALL COMPLY WITH ALL APPLICABLE GOVERNING REGULATORY REQUIREMENTS. REQUIRED PERMITS SHALL BE OBTAINED BY THE CONTRACTOR.

2. ALL CONSTRUCTION COVERED BY THESE CONTRACT DOCUMENTS SHALL BE IN CONFORMANCE WITH THE LATEST EDITION OF ALL APPLICABLE CITY AND OSHA CODES AND STANDARDS, INCLUDING BUT NOT LIMITED TO THE INTERNATIONAL BUILDING CODE AND AMENDMENTS AS ADOPTED BY CITY OF DUNCANVILLE.

3. CONTRACTOR TO VERIFY SITE INFORMATION, INCLUDING PROPERTY LINES, EASEMENTS, BUILDINGS, ROADWAYS, CURB AND GUTTERS, UTILITIES AND OTHER INFORMATION AFFECTING THIS SCOPE OF WORK. THE CONTRACTOR SHALL CONTACT THE OWNER'S REPRESENTATIVE FOR DIRECTION ON HOW TO PROCEED IF ACTUAL SITE CONDITIONS VARY FROM WHAT IS SHOWN ON THESE DRAWINGS.

4. CONTRACTOR SHALL NOT PROCEED WITH CONSTRUCTION AS DESIGNED IF OBSTRUCTIONS AND/OR DIFFERENCES EXIST ON SITE THAT WERE NOT APPARENT DURING THE COURSE OF DESIGN AND CONSTRUCTION DOCUMENTATION. SUCH CONDITIONS SHALL BE IMMEDIATELY BROUGHT TO THE ATTENTION OF THE OWNER'S REPRESENTATIVE. THE CONTRACTOR SHALL ASSUME FULL RESPONSIBILITY FOR ALL NECESSARY REVISIONS DUE TO FAILURE TO GIVE SUCH NOTIFICATION.

5. EXCAVATION IN THE VICINITY OF UTILITIES SHALL BE UNDERTAKEN WITH CARE. THE CONTRACTOR BEARS FULL RESPONSIBILITY FOR THIS WORK. THE CONTRACTOR SHALL VERIFY THE LOCATION OF ALL SITE UTILITIES WITH LOCAL UTILITY OWNERS' REPRESENTATIVES PRIOR TO BEGINNING EXCAVATION. ANY DAMAGES TO UTILITIES SHALL BE REPAIRED IMMEDIATELY AT NO EXPENSE TO THE OWNER.

6. CONTRACTOR SHALL NOTIFY OWNER'S REPRESENTATIVE 48 HOURS PRIOR TO COMMENCEMENT OF WORK TO COORDINATE PROJECT INSPECTION SCHEDULES.

7. CONTRACTOR SHALL COORDINATE MATERIAL STORAGE, PARKING OF VEHICLES AND RESTRICTIONS ON WORK WITH OWNER'S REPRESENTATIVE. PARKING OF VEHICLES AND STORAGE OF MATERIALS SHALL NOT BE PERMITTED BENEATH THE CANOPIES OF EXISTING TREES.

8. CONTRACTOR SHALL PROVIDE ALL LABOR, MATERIALS, AND SUPERVISION NECESSARY TO COMPLETE WORK AS SHOWN IN THESE DRAWINGS UNLESS OTHERWISE SPECIFIED.

9. CONTRACTOR(S) IS RESPONSIBLE FOR REMOVAL OF TRASH AND REPAIR OF HAZARDOUS CONDITIONS ON A DAILY BASIS, BY END OF WORK DAY.

10. UPON COMPLETION OF CONSTRUCTION AND PRIOR TO FINAL APPROVAL, CONTRACTOR SHALL THOROUGHLY CLEAN PROJECT SITE OF ALL TRASH AND SCRAPS. CONTRACTOR SHALL REPAIR ALL DAMAGE TO FINISH GRADE, INCLUDING TAILINGS FROM EXCAVATIONS, WHEEL RUTS, ETC., CAUSED BY CONSTRUCTION.

11. ANY REFERENCE TO DRAWING REVISIONS, EXPRESSED OR IMPLIED, ARE SHOWN FOR INFORMATION AND CONTRACTOR CONVENIENCE ONLY. THE CONTRACTOR IS RESPONSIBLE FOR REVIEW AND ADHERENCE TO DRAWINGS ISSUED FOR CONSTRUCTION.

SITEWORK NOTES:

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR SETTING ALL GRADES, LINES, AND MEASUREMENTS NECESSARY TO THE PROPER PERFORMANCE AND CONTROL OF THE WORK.

2. THE CONTRACTOR SHALL VERIFY ALL EXISTING GRADES AND SITE CONDITIONS BY A FIELD INSPECTION BEFORE SUBMITTING A BID.

3. ALL LOGS, STONES, STUMPS, BRANCHES, ROOTS, RUBBISH, OR OTHER OBJECTIONABLE MATERIALS DISCOVERED IN THE SOIL DURING THE GRADING PROCESS SHALL BE REMOVED FROM THE SITE BY THE CONTRACTOR.

4. ALL MATERIALS AND CONSTRUCTION METHODS OF THE CONTRACT SHALL BE AS STATED IN THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION, NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS (NCTCOG).

5. ANY DAMAGE TO THE EXISTING STREET PAVING, CURB, OR OTHER EXISTING SITE ELEMENTS SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE.

6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR SHOOTING ALL SPOT ELEVATIONS NECESSARY TO CONSTRUCT THE PROJECT.

7. THE OWNER'S REPRESENTATIVE SHALL APPROVE THE STAKING OF ALL SITE ELEMENTS BEFORE WORK COMMENCES ON THESE ELEMENTS.

8. IF DIMENSIONS NOTED TO BE FIELD VERIFIED VARY FROM THOSE NOTED ON THE PLAN, CONTACT THE LANDSCAPE ARCHITECT BEFORE PROCEEDING.

9.THE LOCATION OF UNDERGROUND FACILITIES INDICATED ON THE PLANS ARE TAKEN FROM PUBLIC RECORDS. IT IS THE CONTRACTOR'S RESPONSIBILITY TO MAKE ARRANGEMENTS WITH THE OWNERS OF SUCH UNDERGROUND FACILITIES PRIOR TO WORKING IN THE AREA TO CONFIRM THEIR EXACT LOCATION AND TO DETERMINE WHETHER ANY ADDITIONAL FACILITIES OTHER THAN THOSE SHOWN ON THE PLANS MAY BE PRESENT. THE CONTRACTOR SHALL PRESERVE AND PROTECT ALL UNDERGROUND FACILITIES. ANY FACILITIES/ UTILITIES DAMAGED BY THE CONTRACTOR SHALL BE REPLACED AT CONTRACTOR'S EXPENSE. CONTACT DIGTESS - 811.

10. ALL REINFORCING SHALL CONFORM TO SPECIFICATIONS AND BE SUPPORTED ON APPROVED CHAIRS.

11. THE ALIGNMENT STAKING OF ALL PORTIONS OR THE TRAIL SHALL BE OBSERVED IN THE FIELD BY THE LANDSCAPE ARCHITECT, CITY STAFF, AND CONTRACTOR PRIOR TO COMMENCEMENT OF TRAIL CONSTRUCTION. IF ADJUSTMENT IS REQUIRED, THE CONTRACTOR SHALL STAKE THE NEW TRAIL ALIGNMENT IMMEDIATELY DURING STIPULATED SITE VISIT AND MAINTAIN ALIGNMENT STAKING THROUGH TRAIL CONSTRUCTION.

12. THE CONTRACTOR IS RESPONSIBLE FOR ACQUIRING AND PAYING ALL PERMITS AND INSPECTIONS FROM ALL JURISDICTIONAL AGENCIES AND CORPORATIONS. THE CONTRACTOR WILL NOT BE REQUIRED TO PAY FEES FOR PERMITS ISSUED BY THE CITY.

13. THE CONTRACTOR SHALL MAKE THE DETERMINATION OF THE AMOUNT OF CUT AND FILL NECESSARY TO COMPLETE THE EARTHWORK AS SHOWN ON THE PLANS AND INCLUDE A FEE FOR COMPLETION OF THE EARTHWORK IN THE BASE BID. SOIL SHALL NOT CONTAIN ROCKS 3" OR LARGER IN ANY DIMENSION. THE TOP 6" OF SOIL SHALL NOT CONTAIN ROCKS LARGER THAN ONE INCH (1") IN THEIR LONGEST DIMENSION.

14. TREES SHALL NOT BE REMOVED WITHOUT THE SPECIFIC CONSENT OF THE CITY. THE CONTRACTOR WILL BE RESPONSIBLE FOR REPLACING TREES REMOVED WITHOUT RECEIVING PROPER APPROVAL. TREES SHALL BE REPLACED ON A CALIPER INCH FOR CALIPER INCH BASIS; THE MINIMUM CALIPER REPLACEMENT TREES SHALL BE 3" CALIPER.

15. THE CONTRACTOR IS RESPONSIBLE FOR THE PROTECTION OF TREES, SHRUBS, AND OTHER PLANT MATERIALS WITHIN THE LIMITS OF WORK. PLANT MATERIALS WHICH ARE DAMAGED SHALL BE REPLACED AT THE CONTRACTOR'S EXPENSE IF THE OWNER'S REPRESENTATIVE DETERMINES THAT DAMAGE COMMITTED BY THE CONTRACTOR AND/OR HIS SUBCONTRACTORS, AGENTS, ETC. PRECLUDES MEASURES TO SAVE THE PLANTS.

16. WRITTEN EXPLANATION OF BENCH MARK LOCATIONS FOR ELEVATIONAL CONTROL WILL BE PROVIDED TO THE CONTRACTOR PRIOR TO COMMENCEMENT OF CONSTRUCTION.

17. UPON COMPLETION OF SITE STRIPPING/ GRUBBING OPERATIONS, AREAS UNDERLYING THE CONCRETE FLATWORK SHOULD BE SCARIFIED A MINIMUM OF SIX (6) ADDITIONAL INCHES AND RECOMPACTED TO 98% STANDARD PROCTOR DENSITY AT OR A MAXIMUM OF FOUR (4) PERCENTAGE POINTS ABOVE OPTIMUM MOISTURE. SUBGRADES FOR THESE ELEMENTS SHALL BE PREPARED IN COMPLIANCE WITH THE PLANS AND SPECIFICATIONS. AREAS UNDERLYING FILL BUT NOT UNDERLYING STRUCTURES SHALL BE SCARIFIED A MINIMUM OF SIX (6) ADDITIONAL INCHES AND RECOMPACTED TO 95% OF THE MAXIMUM DENSITY AS OUTLINED ABOVE.

18. ALL GRADES SHALL BE FIELD VERIFIED BY THE CONTRACTOR ON THE SITE AND THE OWNER'S REPRESENTATIVE SHALL BE NOTIFIED OF ANY DISCREPANCIES BEFORE PROCEEDING WITH THE WORK.

19. ALL SIDEWALKS SHALL BE STAKED ON APPROVED FINISH GRADE, AND SHALL BE POURED TO ENSURE POSITIVE 1%- 2% SHEET DRAINAGE ACROSS WALKS WITH THE NATURAL DRAINAGE PATTERNS ON-SITE.

20. LONGITUDINAL SLOPE ON ALL PEDESTRIAN WALKWAYS AND TRAILS SHALL NOT EXCEED 4.9%. CROSS SLOPE ON ALL PEDESTRIAN PAVEMENTS SHALL NOT EXCEED 2%. ALL PEDESTRIAN PAVEMENT SHALL BE INSTALLED IN COMPLIANCE WITH 2010 ADA ACCESSIBILITY GUIDELINES (ADAAG) AND/OR 2012 TEXAS ACCESSIBILITY STANDARDS (TAS), WHICHEVER ARE MOST STRINGENT.

21. ALL WALKWAYS/TRAILS SHALL PROVIDE FOR NATURAL RUNOFF OF WATER WITHOUT LOW SPOTS OR POCKETS. FLOW LINES SHALL BE ACCURATELY SET AND SHALL NOT BE LESS THAN 1.0% GRADIENT IN LANDSCAPE AREAS UNLESS OTHERWISE NOTED. CONTRACTOR SHALL BE RESPONSIBLE FOR POSITIVE DRAINAGE IN ALL PLANTING AND TURF AREAS.

22. THE CONTRACTOR SHALL RESTORE ALL AREAS DISTURBED BY CONSTRUCTION TO THEIR ORIGINAL CONDITION OR BETTER. RESTORED AREAS INCLUDE, BUT ARE NOT LIMITED TO TRENCH BACKFILL, SIDE SLOPES, FENCES, CULVERT PIPES, DRAINAGE DITCHES, DRIVEWAYS, PRIVATE YARDS AND ROADWAYS. ALL AREAS DISTURBED BY CONSTRUCTION WILL BE TURFED.

23. ALL CONCRETE PAVEMENT SHALL BE MINIMUM FIVE INCH (5") THICK, 3,600 PSI REINFORCED CONCRETE PAVEMENT CONTAINING PORTLAND CEMENT, FLY ASH IS ACCEPTABLE.

SITEWORK NOTES CONTINUE:

24. ADEQUATE MEASURES SHALL BE TAKEN TO PREVENT EROSION. IN THE EVENT THAT SIGNIFICANT EROSION OCCURS AS A RESULT OF CONSTRUCTION, THE CONTRACTOR SHALL RESTORE THE ERODED AREA TO ORIGINAL CONDITION.

25. THE CONTRACTOR SHALL NOT ALLOW THE DISPOSAL OF ANY WASTE MATERIAL SUCH AS, BUT NOT LIMITED TO PAINT, OIL, SOLVENTS, CONCRETE, MORTAR, ETC. WITHIN THE LIMITS-OF-WORK. SUCH MATERIAL SHALL BE LEGALLY DISPOSED AT THE CONTRACTOR'S EXPENSE.

26. THE CONTRACTOR SHALL CLEAR AND GRUB ALL SMALL TREES, BRUSH, VINES, BRIARS, ETC WITHIN THE LIMITS OF WORK OR AS INDICATED ON THE SITE PREPARATION PLAN. POISON IVY GROWING WITHIN TEN FEET OF THE TRAILS & PARK IMPROVEMENTS AND WITHIN LIMITS OF WORK SHALL BE SPRAYED WITH A BROADLEAF HERBICIDE PRIOR TO CLEARING AND GRUBBING. THE HERBICIDE TREATMENT OF POISON IVY SHALL BE REPEATED ON A MONTHLY BASIS DURING THE GROWING SEASON. THROUGHOUT PROJECT CONSTRUCTION.

27. "SHEETING, SHORING AND BRACING": THE CONTRACTOR SHALL ABIDE BY ALL APPLICABLE FEDERAL, STATE AND LOCAL LAWS GOVERNING EXCAVATION. TRENCH SIDE SLOPES SHALL MEET OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA) STANDARDS THAT ARE IN EFFECT AT THE TIME OF BID OPENING. SHEETING, SHORING AND BRACING SHALL BE PROVIDED WHEN SIDE SLOPES STANDARDS ARE NOT MET. A PULL BOX, MEETING OSHA STANDARDS, MAY BE ACCEPTABLE, UNLESS NEGATED BY GROUNDWATER CONTROL MEASURES. THE APPARENT LOW BIDDER SHALL SUBMIT DETAILED PLANS AND SPECIFICATIONS FOR TRENCH SAFETY SYSTEM THAT MEET OSHA STANDARDS THAT ARE IN EFFECT AT THE TIME OF BID OPENING. THESE PLANS SHALL BE SEALED BY AN ENGINEER REGISTERED BY THE STATE OF TEXAS AND SUBMITTED TO THE CITY PRIOR TO THE FORMAL EXECUTION OF THE CONTRACT.

28. CONTRACTOR SHALL CONFORM ACTIVITIES TO THE SWPPP AS SPECIFIED, INCLUDING INSTALLING, MAINTAINING, AND REMOVING POLLUTION CONTROLS, CONDUCTING AND DOCUMENTING INSPECTIONS OF POLLUTION CONTROLS, SPRINKLING FOR DUST CONTROL, MAINTAINING SPILL RESPONSE EQUIPMENT ON-SITE, AND "GOOD HOUSEKEEPING". POLLUTION CONTROLS INCLUDE SILT FENCES, STABILIZED CONSTRUCTION ENTRANCE, ESTABLISHING GRASS, SPRINKLING FOR DUST CONTROL.

29. THE CONTRACTOR SHALL MAINTAIN THE EXISTING WATER MAINS AND SERVICES, AS WELL AS, THE EXISTING IRRIGATION SYSTEM IN OPERATION WHEN INSTALLING THE PROPOSED IMPROVEMENTS. THIS SHALL INCLUDE ANY TEMPORARY CONNECTIONS, IF REQUIRED.

30. ALL SHRUBS AND LANDSCAPING DISTURBED DURING CONSTRUCTION SHALL BE REPLACED WITH THE COST SUBSIDIARY TO THE TOTAL COST OF THE PROJECT.

31. THE CONTRACTOR SHALL FIELD VERIFY DEPTH AND LOCATION OF ALL EXISTING CITY UTILITIES PRIOR TO INSTALLING PROJECT ELEMENTS.

32. DURING CONSTRUCTION, ALL DRAINAGE DITCHES, CHANNELS, ETC. SHALL BE KEPT DRAINED, INSOFAR AS PRACTICABLE, AND THE WORK SHALL BE CONDUCTED IN A NEAT WORKMANLIKE MANNER.

33. DISCREPANCIES, IF ANY, SHOULD BE BROUGHT TO THE ATTENTION OF THE LANDSCAPE ARCHITECT BEFORE WORK COMMENCES.

TRAFFIC CONTROL GENERAL NOTES

1. THE CONTRACTOR SHALL PREPARE A TRAFFIC CONTROL PLAN AND PROVIDE THE NECESSARY TRAFFIC CONTROL TO COMPLETE THE PROPOSED WORK.

2. PRIOR TO CLOSING ANY LANES ADJACENT TO THE PROJECT SITE THE CONTRACTOR SHALL CONTACT THE CITY OF DUNCANVILLE PUBLIC WORKS DEPARTMENT AND SUBMIT THEIR TRAFFIC CONTROL PLAN.

3. THE CONTRACTOR SHALL ONLY CLOSE THE LANES IMMEDIATELY ADJACENT TO THE PROJECT WHILE CONSTRUCTION IS IN PROGRESS. ALL LANES SHALL BE RETURNED TO SERVICE AT THE END OF EACH WORK DAY.

CONCRETE FLUSHING NOTES:

1. THE CONTRACTOR SHALL FURNISH CONTAINMENT AREAS FOR RESIDUAL CONCRETE FROM CONCRETE TRUCKS AND FOR FLUSHING OF CONCRETE CHUTES, PUMP HOSES ETC.

EROSION CONTROL NOTES:

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR SEEDING ANY DISTURBED PORTIONS OF THE SITE. IF AREAS OUTSIDE OF THE LIMITS-OF-WORK ARE DISTURBED THE CONTRACTOR SHALL RETURN THE DISTURBED AREAS TO THEIR PRE-CONSTRUCTION CONDITION AS WELL AS PLACE AND ESTABLISH SOLID SOD COMMON BERMUDA GRASS ON THE DISTURBED AREAS.

2. EROSION CONTROL BLANKET SHALL BE CURLEX II OR APPROVED EQUAL, TYPICAL. LAY BLANKET FLAT ON SOIL SURFACE, STAPLE AS PER MANUFACTURER'S RECOMMENDATIONS USING FOUR (4) STAPLES PER SQUARE YARD. EROSION CONTROL BLANKET SHALL BE PLACED FOLLOWING SEEDING.

3. THE CONTRACTOR SHALL CUT OPENINGS IN ALL EROSION CONTROL BLANKETS FOR IRRIGATION HEADS, CONTROL VALVES, QUICK COUPLER VALVES, ETC. SECURE CUT EDGES OF BLANKET TO GROUND SURFACE.

4. SILTATION BARRIERS IN SWALES SHALL BE PLACED WITHIN (2) DAYS OF COMPLETION OF ROUGH GRADING.

5. THE CONTRACTOR IS RESPONSIBLE FOR INTERIM SEEDING OF THE DISTURBED PORTIONS OF THE SITE.

6. DURING CONSTRUCTION THE CONTRACTOR SHALL PROHIBIT CLEANING, PARKING, OR STORAGE OF EQUIPMENT OR MATERIALS UNDER THE CANOPY OF ANY EXISTING TREES.

7. THE CONTRACTOR SHALL NOT ALLOW THE DISPOSAL OF ANY WASTE MATERIAL SUCH AS, BUT NOT LIMITED TO PAINT, OIL, SOLVENTS, CONCRETE, MORTAR, ETC. WITHIN THE LIMITS-OF-WORK. SUCH MATERIAL SHALL BE LEGALLY DISPOSED AT THE CONTRACTORS' EXPENSE.

8. TREE PROTECTION FENCING SHALL CONSIST OF FOUR-FOOT (4') HEAVY DUTY ORANGE PLASTIC FENCING WITH A DIAMOND MESH PATTERN. PLACE 6' METAL POST SUPPORTS AT 10' O.C., 2' MINIMUM EMBEDMENT.

9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR WATERING, FERTILIZING, MOWING AND MAINTAINING GRASS UNTIL THE GRASS IS DEEMED ESTABLISHED

10. ALL EROSION CONTROL MEASURES MUST BE REMOVED FROM THE SITE PRIOR TO FINAL ACCEPTANCE BY THE CITY, UNLESS OTHERWISE STIPULATED BY CITY STAFF.

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REGISTERED LANDSCAPE ARCHITECT ROBERT P. STOFFELS 1025 STATE OF TEXAS

5/16/2022

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Harrington Park Bond Improvements

City of Duncanville, Texas

Duncanville City of Champions

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Revisions:

Issue Date: JUNE 16, 2022

General Notes

GN-1

Harrington Park Bond Improvements

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Harrington Park Bond Improvements

REVISED: 6/15/22 – MOLLYW

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PLOT SCALE: 1:1

PLOT STYLE: dunkinsimstoffels.ctb

PLOTTED BY: MOLLYW ON 6/16/2022

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Issue Date: JUNE 16, 2022

Site Key

SK-1

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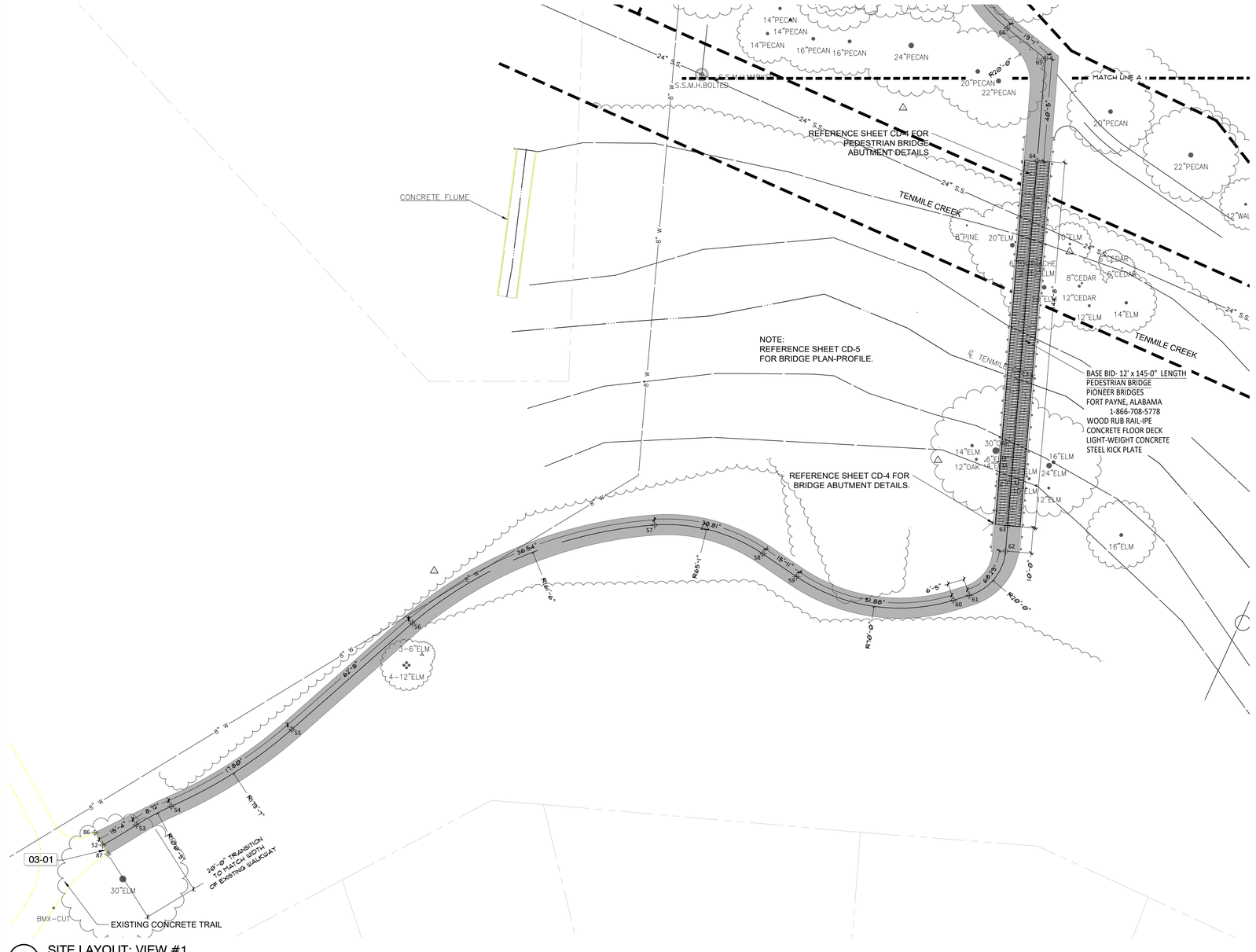

1 SITE LAYOUT: VIEW #1

1" = 20'-0"

REFERENCE NOTES SCHEDULE

SYMBOL	03 CONCRETE DESCRIPTION	QTY	DETAIL
03-01	DOWEL TO EXISTING CONCRETE		8/CD-2

NORTHING/EASTING POINT SCHEDULE

POINT	DESCRIPTION	NORTHING	EASTING
52		N 6914445.1101	E 2460817.4409
53		N 6914453.1007	E 2460830.5063
54		N 6914460.4332	E 2460843.9514
55		N 6914490.8128	E 2460890.4680
56		N 6914532.7942	E 2460937.0155
57		N 6914571.5599	E 2461030.5547
58		N 6914560.1835	E 2461072.2678
59		N 6914551.1377	E 2461085.3339
60		N 6914541.8180	E 2461145.8629
61		N 6914543.7101	E 2461151.9795
62		N 6914561.2388	E 2461166.0062
63		N 6914571.2470	E 2461166.7980
64		N 6914715.4448	E 2461178.2043
65		N 6914755.7718	E 2461181.3943
66		N 6914767.7699	E 2461166.6633
86		N 6914450.0730	E 2460814.4830
87		N 6914441.5790	E 2460819.4970

NORTH

0 20 40 60 feet

SCALE: 1" = 20'

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STATE OF TEXAS

6/16/2022

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Site Layout

SL-1

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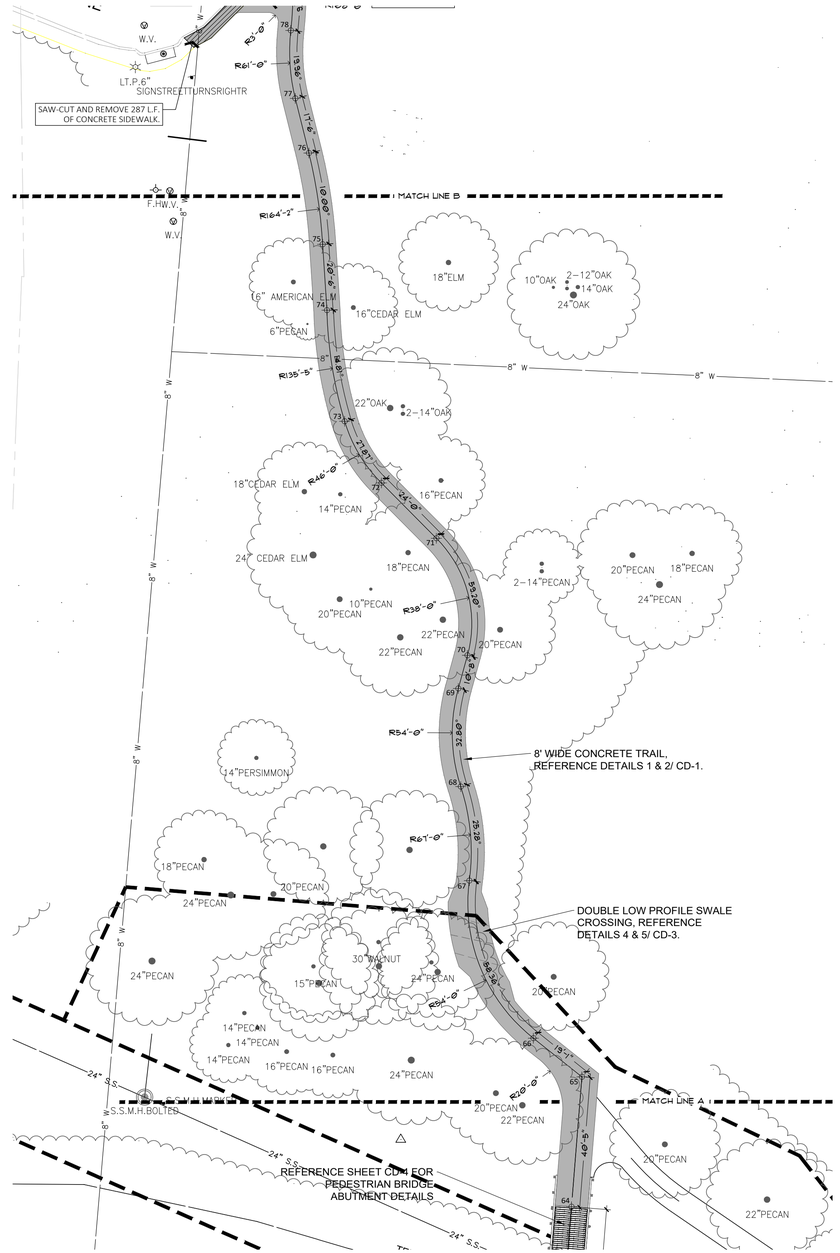
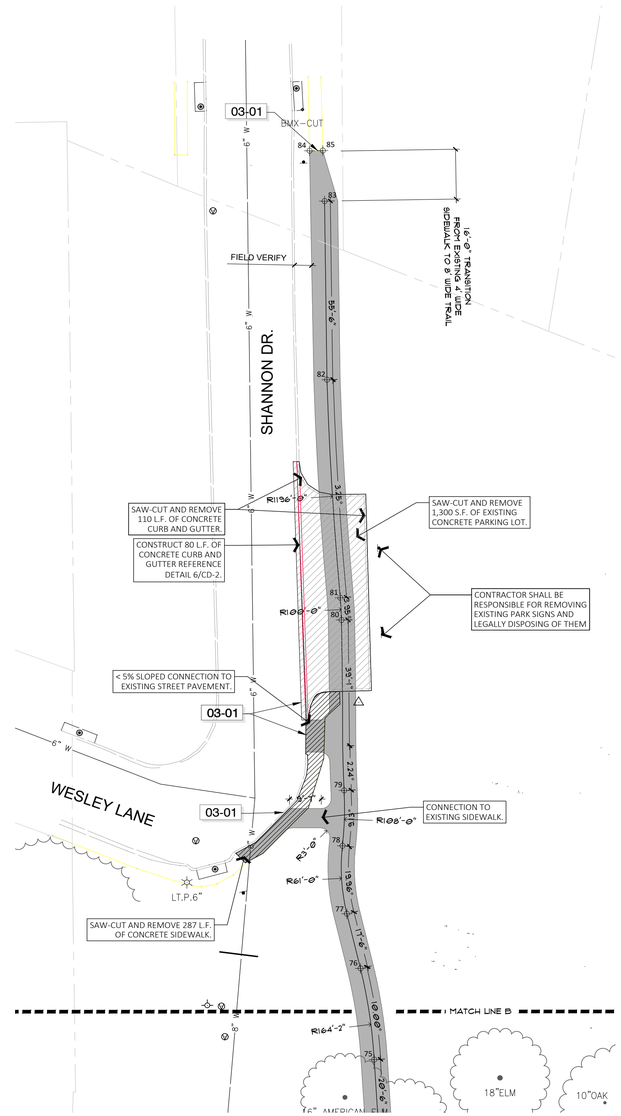


1 SITE LAYOUT: VIEW #2

1" = 20'-0"



2 SITE LAYOUT: VIEW #3

1" = 20'-0"

REFERENCE NOTES SCHEDULE

SYMBOL	03 CONCRETE DESCRIPTION	QTY	DETAIL
03-01	DOWEL TO EXISTING CONCRETE		8/CD-2

NORTHING/EASTING POINT SCHEDULE

POINT	DESCRIPTION	NORTHING	EASTING
64		N 6914715.4448	E 2461178.2043
65		N 6914755.7718	E 2461181.3943
66		N 6914767.7699	E 2461166.6633
67		N 6914816.7091	E 2461147.2310
68		N 6914845.9089	E 2461144.6183
69		N 6914876.3935	E 2461143.8998
70		N 6914886.6675	E 2461146.6625
71		N 6914923.0013	E 2461137.2329
72		N 6914940.1951	E 2461120.5427
73		N 6914959.3377	E 2461109.3948
74		N 6914993.8222	E 2461104.0099
75		N 6915014.2979	E 2461102.7252
76		N 6915042.6174	E 2461098.5714
77		N 6915059.6015	E 2461094.4374
78		N 6915080.6959	E 2461093.0727
79		N 6915097.8881	E 2461093.5857
80		N 6915150.8192	E 2461092.7957
81		N 6915157.7064	E 2461092.4258
82		N 6915225.4015	E 2461088.3734
83		N 6915280.8767	E 2461087.6567
84		N 6915296.4830	E 2461083.0840
85		N 6915296.5595	E 2461087.1102

NORTH

0 20 40 60 feet

SCALE: 1" = 20'

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Site Layout

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REFERENCE NOTES SCHEDULE

SYMBOL	03 CONCRETE DESCRIPTION	QTY	DETAIL
03-01	DOWEL TO EXISTING CONCRETE		8/CD-2

NORTHING/EASTING POINT SCHEDULE

POINT	DESCRIPTION	NORTHING	EASTING
1		N 6913966.1289	E 2462613.7178
2		N 6913966.5633	E 2462624.0301
3		N 6913979.5044	E 2462613.7178
4		N 6913975.1567	E 2462623.6681
5		N 6913993.0657	E 2462628.0291
6		N 6913988.6650	E 2462637.9235
7		N 6914026.3648	E 2462628.8511
8		N 6914021.1354	E 2462638.7251
9		N 6914023.0979	E 2462641.6247
10		N 6914034.2698	E 2462632.5856
11		N 6914029.5255	E 2462630.4466
12		N 6914029.1720	E 2462711.1275
13		N 6914027.7858	E 2462695.4951
14		N 6914052.3552	E 2462749.9435
15		N 6914069.1273	E 2462779.4069
16		N 6914069.5220	E 2462788.3781
17		N 6914090.8255	E 2462778.1607
18		N 6914098.8579	E 2462746.3300
19		N 6914098.8091	E 2462794.3300
20		N 6914133.8090	E 2462794.3655
21		N 6914133.8578	E 2462746.3656
22		N 6914104.7248	E 2462826.0551
23		N 6914135.5173	E 2462849.0871
24		N 6914151.2014	E 2462873.2438
25		N 6914148.8126	E 2462880.4135
26		N 6914149.9947	E 2462894.1564
27		N 6914143.2540	E 2462903.3131
28		N 6914146.3020	E 2462932.2475
29		N 6914140.0789	E 2462959.1081
30		N 6914130.8403	E 2462956.8939
31		N 6914082.9356	E 2462880.1010
32		N 6914019.6126	E 2462865.4312
33		N 6914016.0590	E 2462788.5949
34		N 6913997.0757	E 2462866.9933

BASE BID- ASPEN 35' X 48' PAVILION CONCRETE FOOTING AND INSTALLATION OF STRUCTURE
THE CONTRACTOR SHALL INSTALL THE EIGHT (8) CONCRETE FOOTINGS FOR THE PAVILION STRUCTURE, AS WELL AS, THE INSTALLATION OF THE STONE VENEER ON ALL COLUMNS AND INSTALLATION OF THE PAVILION STRUCTURE. REFERENCE SHEETS CD-7 FOR SLAB AND COLUMN STONE VENEER DETAILS.
CLASSIC RECREATION SYSTEMS-
MODEL # ASPEN 35' X 48'
CONTACT: SITE SOURCE
Kim Neal
(972) 539-4024
sitesource@tx.rr.com

EXISTING TREES, TYPICAL

DETECTABLE WARNING STRIPS, REF. DETAILS 5,6,&7/CD-1, TYPICAL

NOTE:
ALL PARKING LOT DIMENSIONS ARE TO THE BACK-OF-CURB, UNLESS OTHERWISE NOTED.

FENCE TO REMAIN, DO NOT DISTURB

DETECTABLE WARNING STRIPS, REF. DETAILS 5,6,&7/CD-1, SIMILAR

INTEGRAL 6" CONCRETE CURB

4' DROP INLET

EXISTING ASPHALT DRIVEWAY

DETECTABLE WARNING STRIPS, REF. DETAILS 5,6,&7/CD-1, SIMILAR.

NOTE:
RELOCATE EXISTING TRAFFIC SIGNAGE AS NECESSARY.

PROPOSED 18" STORM SEWER LINE, REFERENCE SHEET SU-I.

10' LANDSCAPE BUFFER, REFERENCE LP-1.

REMOVE THE EXISTING CHAIN LINK FENCE

DROP INLET

REMOVE THE EXISTING CHAIN LINK FENCE

MATCH LINE

1 SITE LAYOUT: VIEW #4
1" = 20'-0"

NORTH
0 20 40 60 feet
SCALE: 1" = 20'

DUNKIN SIMS STOFFELS INC.
LANDSCAPE ARCHITECTS/PLANNERS
422 WEST STATE STREET
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REGISTERED LANDSCAPE ARCHITECT
ROBERT P. STOFFELS
7025
STATE OF TEXAS
6/16/2022

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Harrington Park Bond Improvements

City of Duncanville, Texas

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Site Layout

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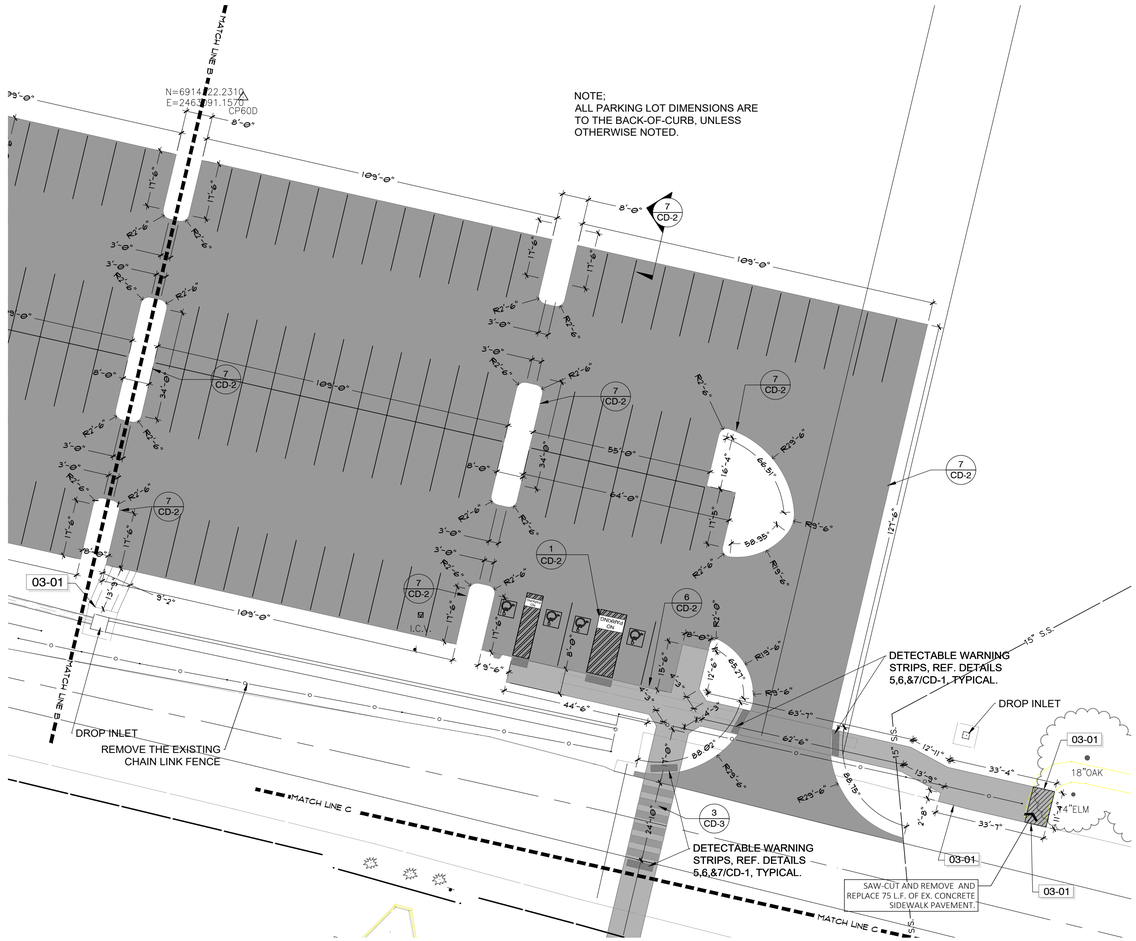
REFERENCE NOTES SCHEDULE

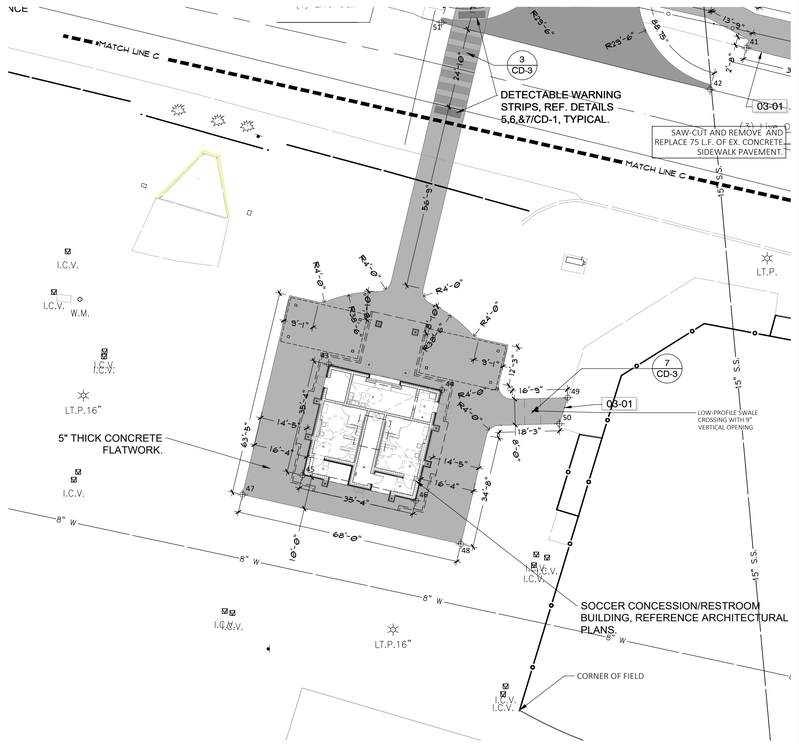
SYMBOL	03 CONCRETE DESCRIPTION	QTY	DETAIL
03-01	DOWEL TO EXISTING CONCRETE		8/CD-2

NORTHING/EASTING POINT SCHEDULE

POINT	DESCRIPTION	NORTHING	EASTING
31		N 6914082.9356	E 2462880.1010
32		N 6914019.6126	E 2462865.4312
33		N 6914016.0590	E 2462788.5949
34		N 6913997.0757	E 2462866.9933
35		N 6914051.6234	E 2463298.8379
36		N 6913999.4307	E 2463240.5548
37		N 6913940.6142	E 2463170.9856
38		N 6913937.2362	E 2463221.0140
39		N 6913906.6137	E 2463337.3913
40		N 6913895.5630	E 2463334.7696
41		N 6913903.5799	E 2463302.1181
42		N 6913890.7079	E 2463291.1468
43		N 6913807.9604	E 2463176.1812
44		N 6913800.0613	E 2463210.2782
45		N 6913778.7344	E 2463169.4105
46		N 6913770.8353	E 2463203.5075
47		N 6913764.8098	E 2463149.7609
48		N 6913749.6887	E 2463215.0323
49		N 6913794.9913	E 2463247.9415
50		N 6913786.9186	E 2463245.3996
51		N 6913911.4764	E 2463209.6139



1 SITE LAYOUT: VIEW #5
1" = 20'-0"



2 SITE LAYOUT: VIEW #6
1" = 20'-0"

NORTH
0 20 40 60 feet
SCALE: 1" = 20'

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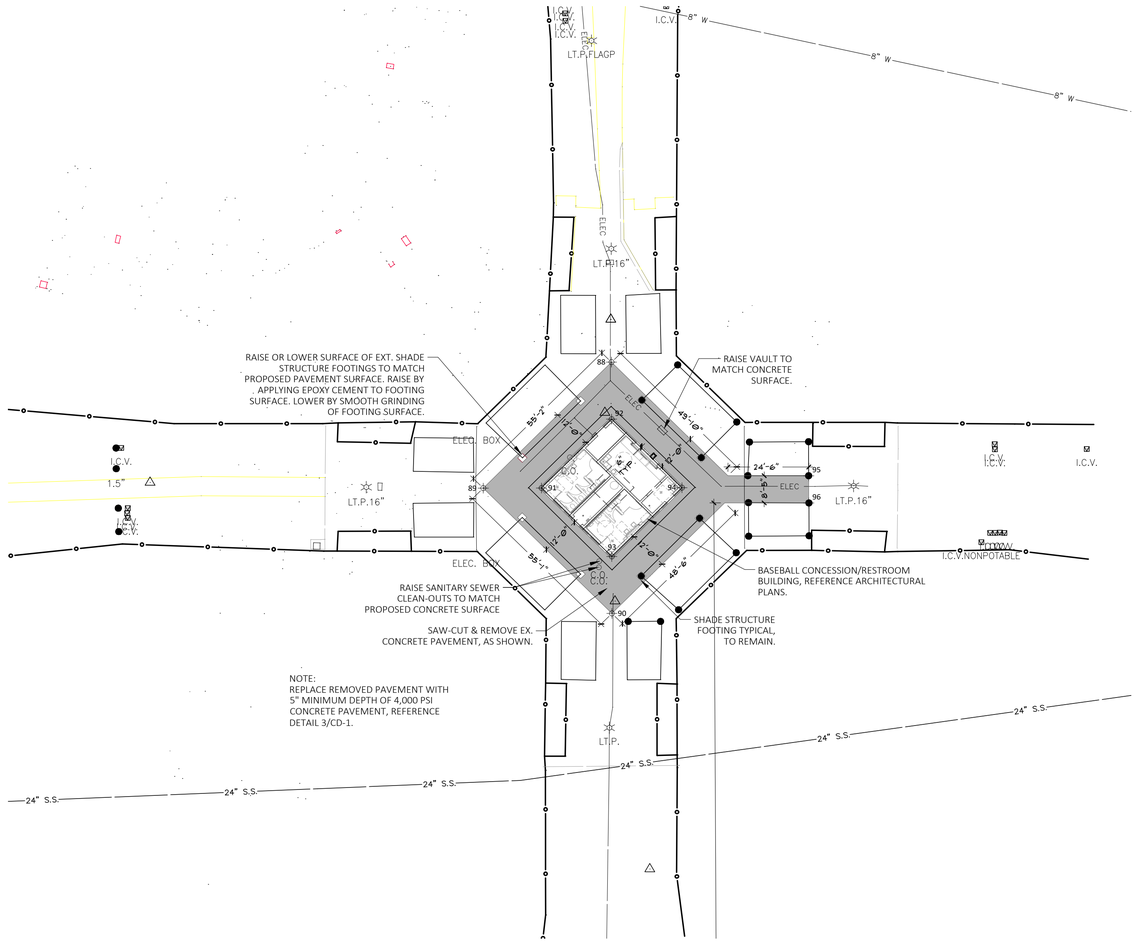

1 SITE LAYOUT: VIEW #7

1" = 20'-0"

REFERENCE NOTES SCHEDULE

SYMBOL	03 CONCRETE DESCRIPTION	QTY	DETAIL
03-01	DOWEL TO EXISTING CONCRETE		8/CD-2

NORTHING/EASTING POINT SCHEDULE

POINT	DESCRIPTION	NORTHING	EASTING
88		N 6913747.5594	E 2462624.9864
89		N 6913708.4520	E 2462586.0967
90		N 6913669.5428	E 2462625.1411
91		N 6913708.4920	E 2462603.7650
92		N 6913729.8720	E 2462625.0260
93		N 6913687.2205	E 2462625.1105
94		N 6913708.5770	E 2462645.3930
95		N 6913712.2813	E 2462684.8761
96		N 6913703.8453	E 2462684.8623

NORTH

0 20 40 60 feet

SCALE: 1" = 20'

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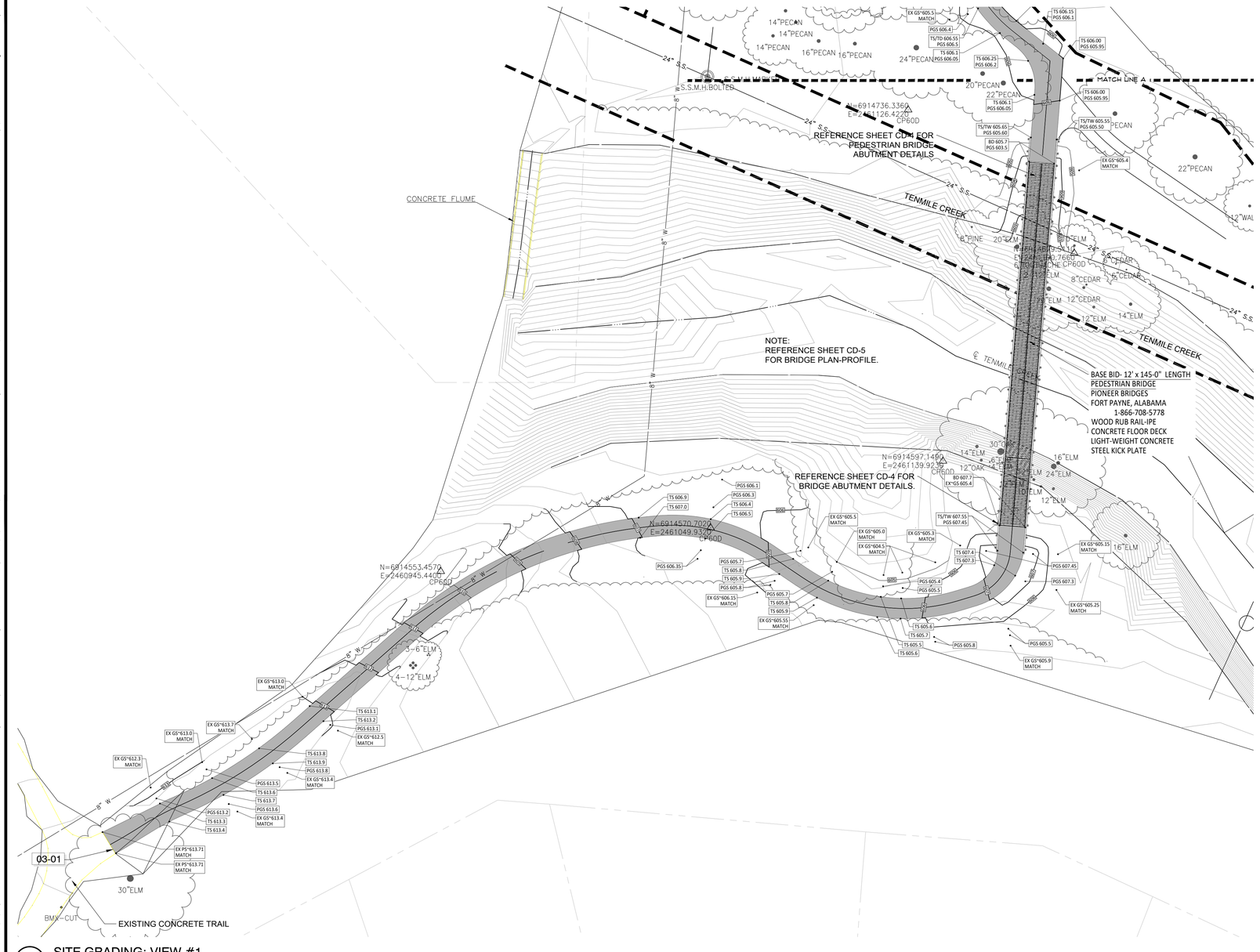

1 SITE GRADING: VIEW #1

1" = 20'-0"

REFERENCE NOTES SCHEDULE

SYMBOL	03 CONCRETE DESCRIPTION	QTY	DETAIL
03-01	DOWEL TO EXISTING CONCRETE		8/CD-2

NORTH

0 20 40 60 feet

SCALE: 1" = 20'

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FAX (214) 553-9781

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STATE OF TEXAS

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Site Grading

SG-1

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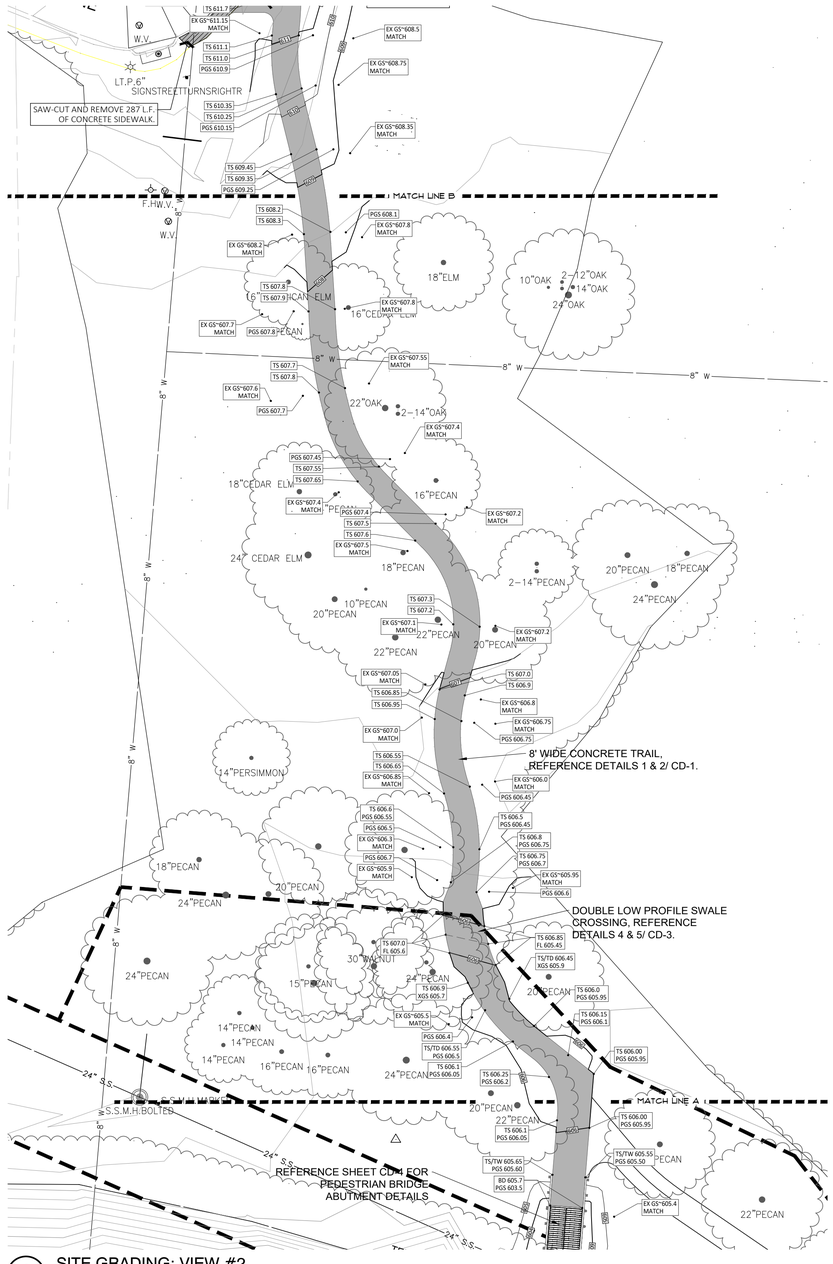
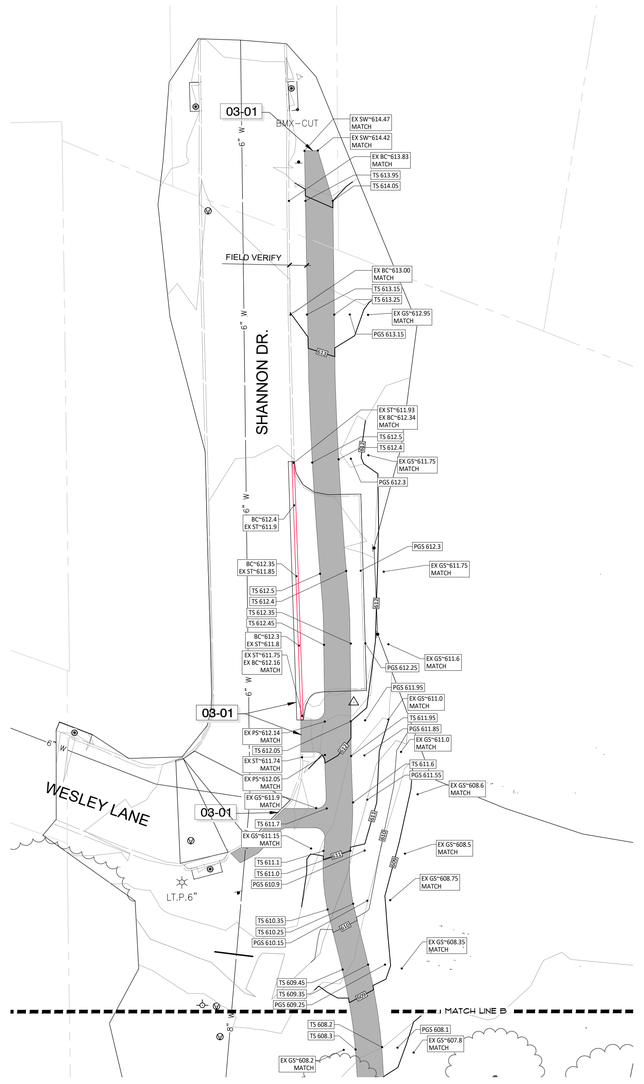


1 SITE GRADING: VIEW #2

1" = 20'-0"



2 SITE GRADING: VIEW #3

1" = 20'-0"

REFERENCE NOTES SCHEDULE

03 CONCRETE

SYMBOL	DESCRIPTION	QTY	DETAIL
03-01	DOWEL TO EXISTING CONCRETE		8/CD-2

NORTH

0 20 40 60 feet

SCALE: 1" = 20'

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GARLAND, TEXAS 75040
PHONE (214) 553-9138
FAX (214) 553-9181

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6/16/2022

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Site Layout

SG-2

Harrington Park Bond Improvements

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BASE BID- ASPEN 35' X 48' PAVILION CONCRETE FOOTING AND INSTALLATION OF STRUCTURE
THE CONTRACTOR SHALL INSTALL THE EIGHT (8) CONCRETE FOOTINGS FOR THE PAVILION STRUCTURE, AS WELL AS, THE INSTALLATION OF THE STONE VENEER ON ALL COLUMNS AND INSTALLATION OF THE PAVILION STRUCTURE. REFERENCE SHEETS CD-7 FOR SLAB AND COLUMN STONE VENEER DETAILS.
CLASSIC RECREATION SYSTEMS-
MODEL # ASPEN 35' X 48'
CONTACT: SITE SOURCE
Kim Neal
(972) 539-4024
sitesource@tx.rr.com

EXISTING TREES, TYPICAL

FENCE TO REMAIN, DO NOT DISTURB

DETECTABLE WARNING STRIPS, REF. DETAILS 5,6,&7/CD-1, SIMILAR

INTEGRAL 6" CONCRETE CURB

4" DROP INLET

EXISTING ASPHALT DRIVEWAY

DETECTABLE WARNING STRIPS, REF. DETAILS 5,6,&7/CD-1, TYPICAL

NOTE;
ALL PARKING LOT DIMENSIONS ARE TO THE BACK-OF-CURB, UNLESS OTHERWISE NOTED.

PROPOSED 18" STORM SEWER LINE, REFERENCE SHEET SU-1.

NOTE:
RELOCATE EXISTING TRAFFIC SIGNAGE AS NECESSARY.

10' LANDSCAPE BUFFER, REFERENCE LP-1.

DETECTABLE WARNING STRIPS, REF. DETAILS 5,6,&7/CD-1, SIMILAR.

DROP INLET

MATCH LINE

N=6914122.8311
E=2462191.1570
CP60D

LT.P.16"
N=6913948.2050
E=2462619.9030
CPX-CUT

NORTH
0 20 40 60 feet
SCALE: 1" = 20'

1 SITE GRADING: VIEW #4
1" = 20'-0"

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ROBERT P. STOFFELS
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STATE OF TEXAS
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Site Grading

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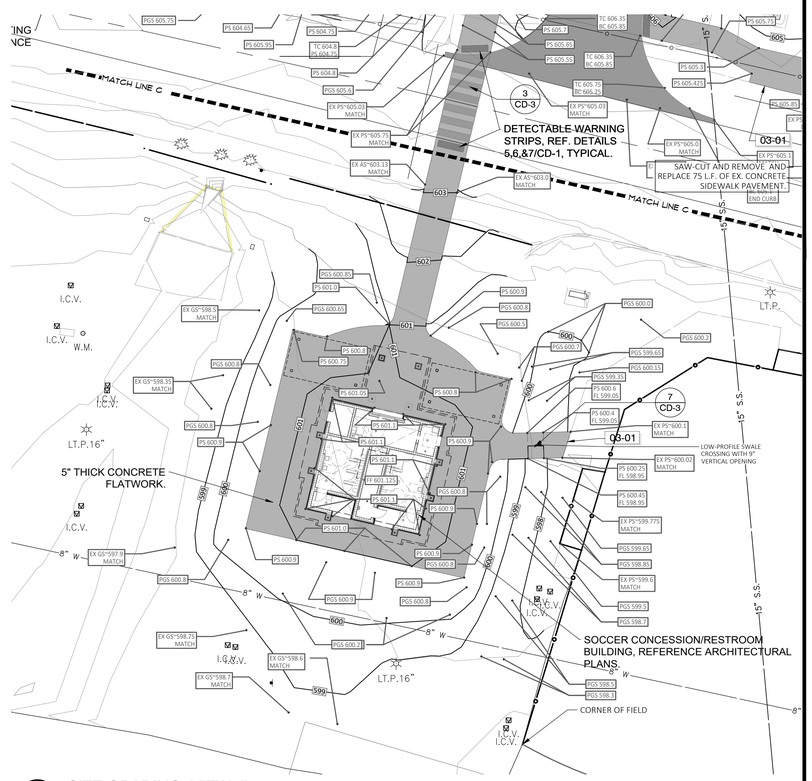
1 SITE GRADING: VIEW #5

1" = 20'-0"



2 SITE GRADING: VIEW #6

1" = 20'-0"

NORTH

0 20 40 60 feet

SCALE: 1" = 20'

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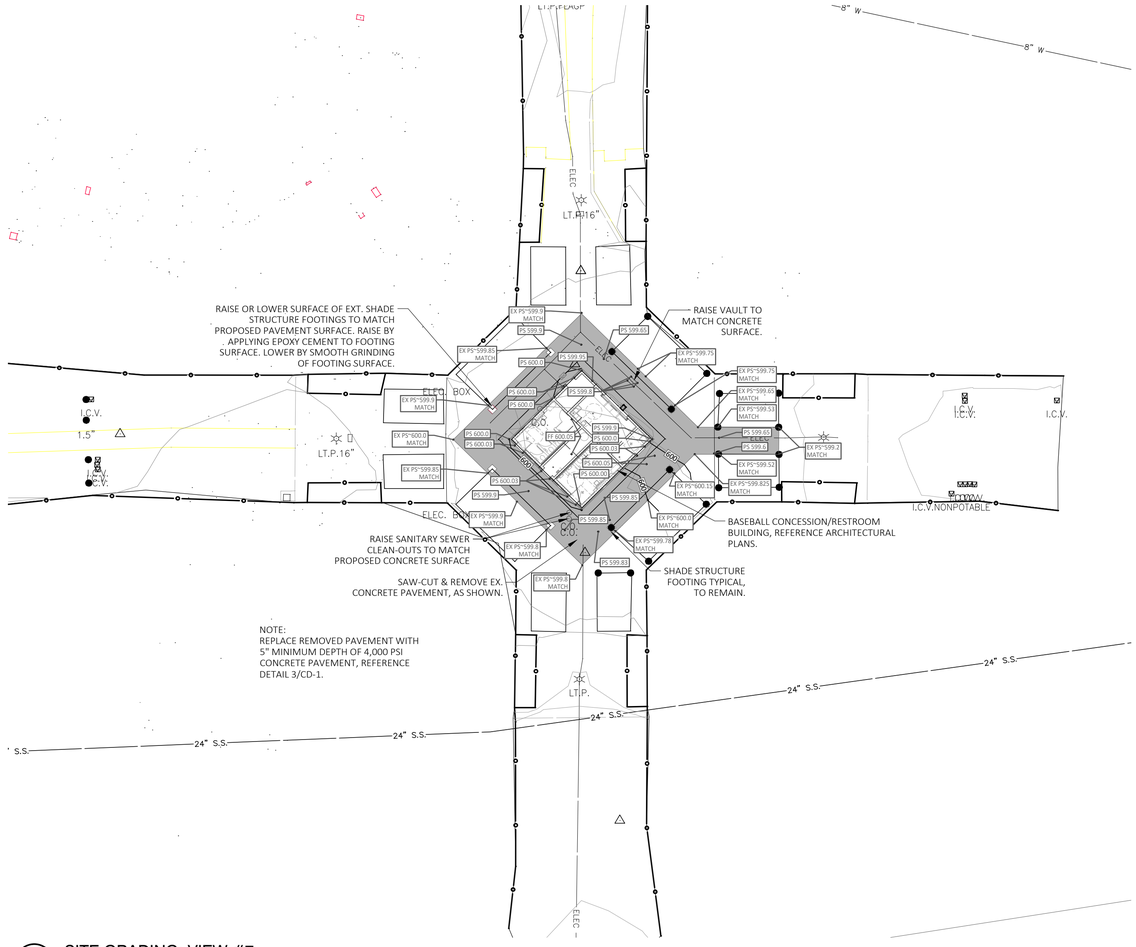
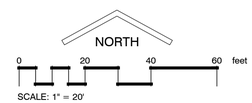


1 SITE GRADING: VIEW #7

1" = 20'-0"



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Site Grading

SG-5

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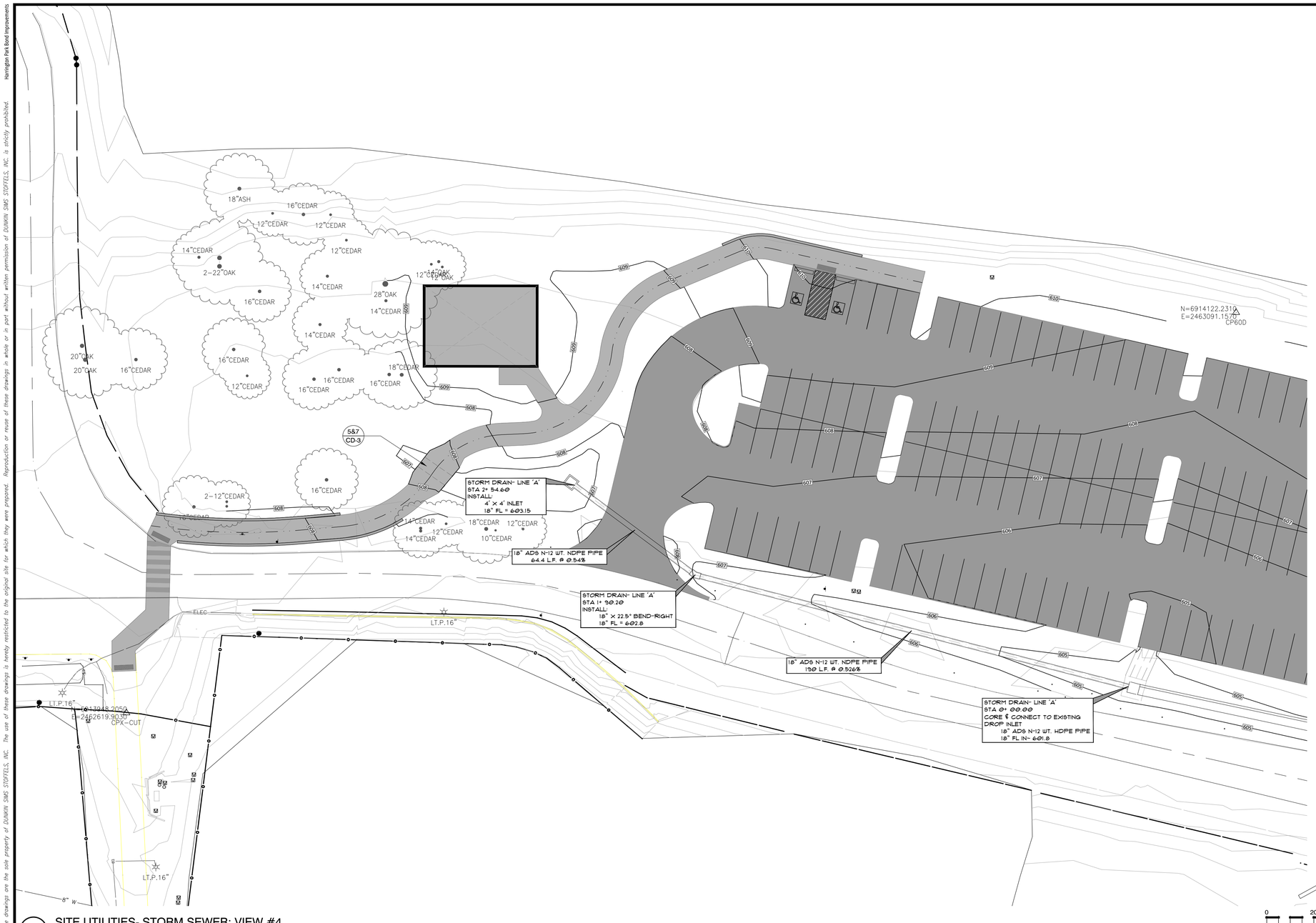

1 SITE UTILITIES- STORM SEWER: VIEW #4

1" = 20'-0"

NORTH

0 20 40 60 feet

SCALE: 1" = 20'

DUNKIN SIMS STOFFELS INC.

LANDSCAPE ARCHITECTS/PLANNERS

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GARLAND, TEXAS 75040
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STATE OF TEXAS

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Site Utilities- Storm Sewer Line

SU-1

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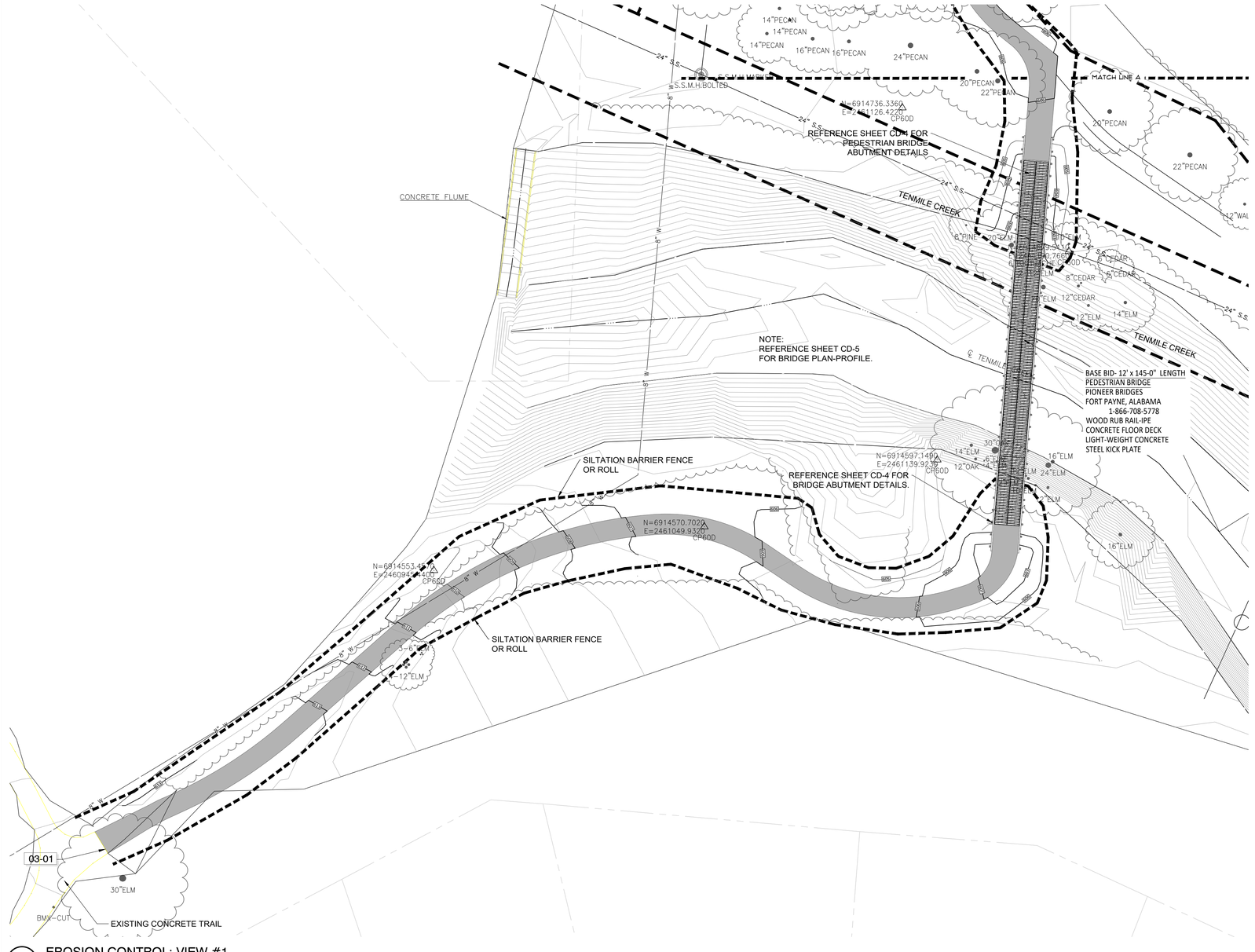

1 EROSION CONTROL: VIEW #1

1" = 20'-0"

REFERENCE NOTES SCHEDULE

SYMBOL	03 CONCRETE DESCRIPTION	QTY	DETAIL
03-01	DOWEL TO EXISTING CONCRETE		8/CD-2

NORTH

0 20 40 60 feet

SCALE: 1" = 20'

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REGISTERED LANDSCAPE ARCHITECT
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7025
STATE OF TEXAS

6/16/2022

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Harrington Park Bond Improvements

City of Duncanville, Texas

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EC-1

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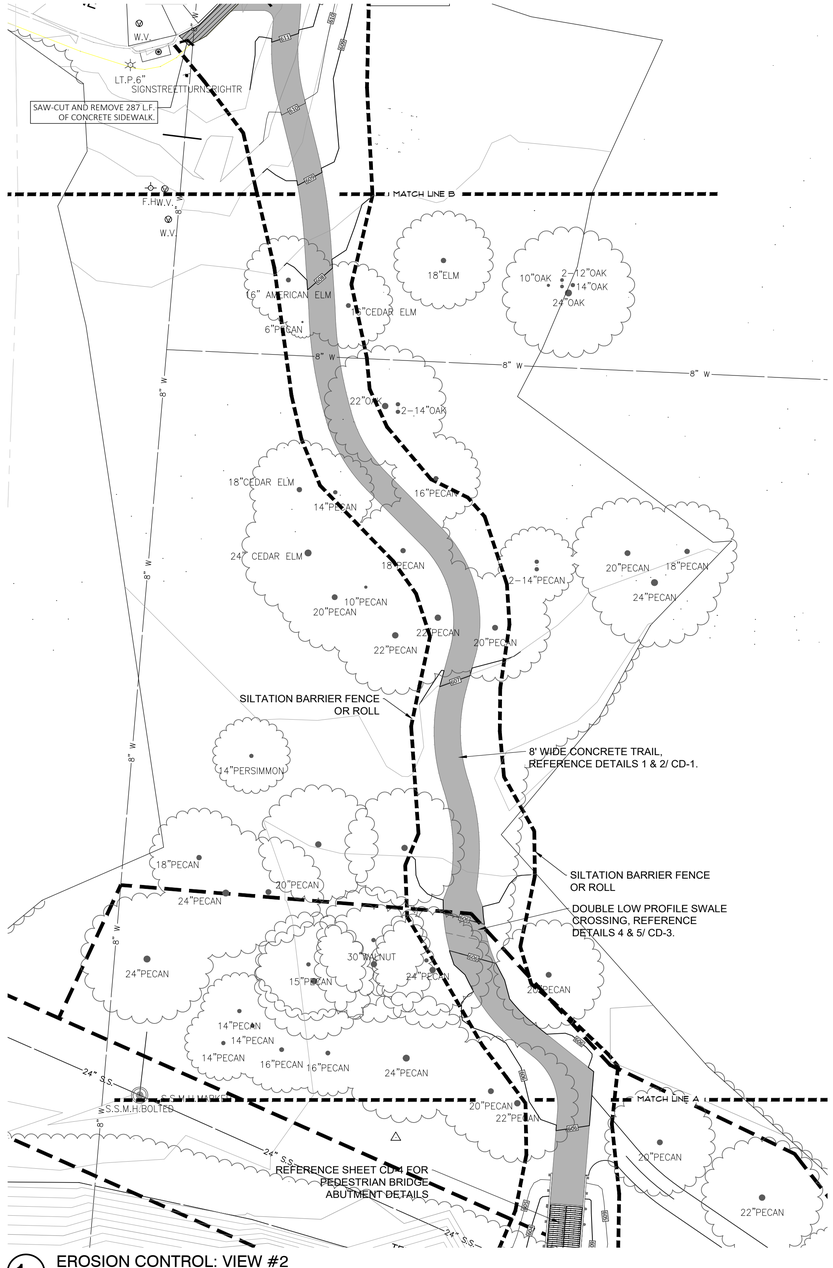
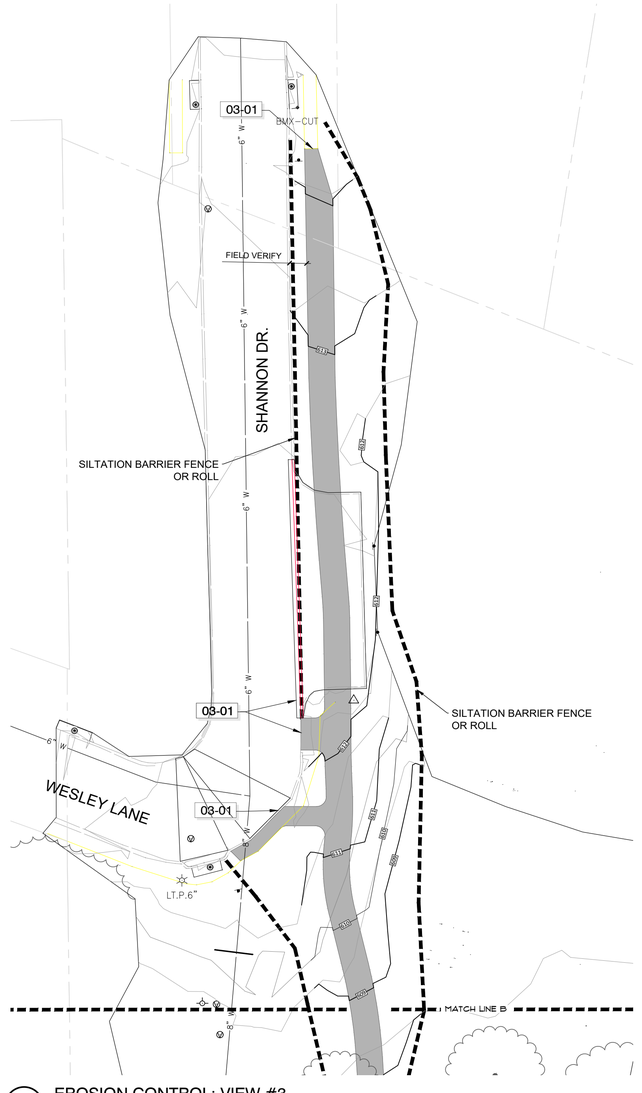


1 EROSION CONTROL: VIEW #2
1" = 20'-0"



2 EROSION CONTROL: VIEW #3
1" = 20'-0"

REFERENCE NOTES SCHEDULE

SYMBOL	03 CONCRETE DESCRIPTION	QTY	DETAIL
03-01	DOWEL TO EXISTING CONCRETE		8/CD-2

NORTH
0 20 40 60 feet
SCALE: 1" = 20'

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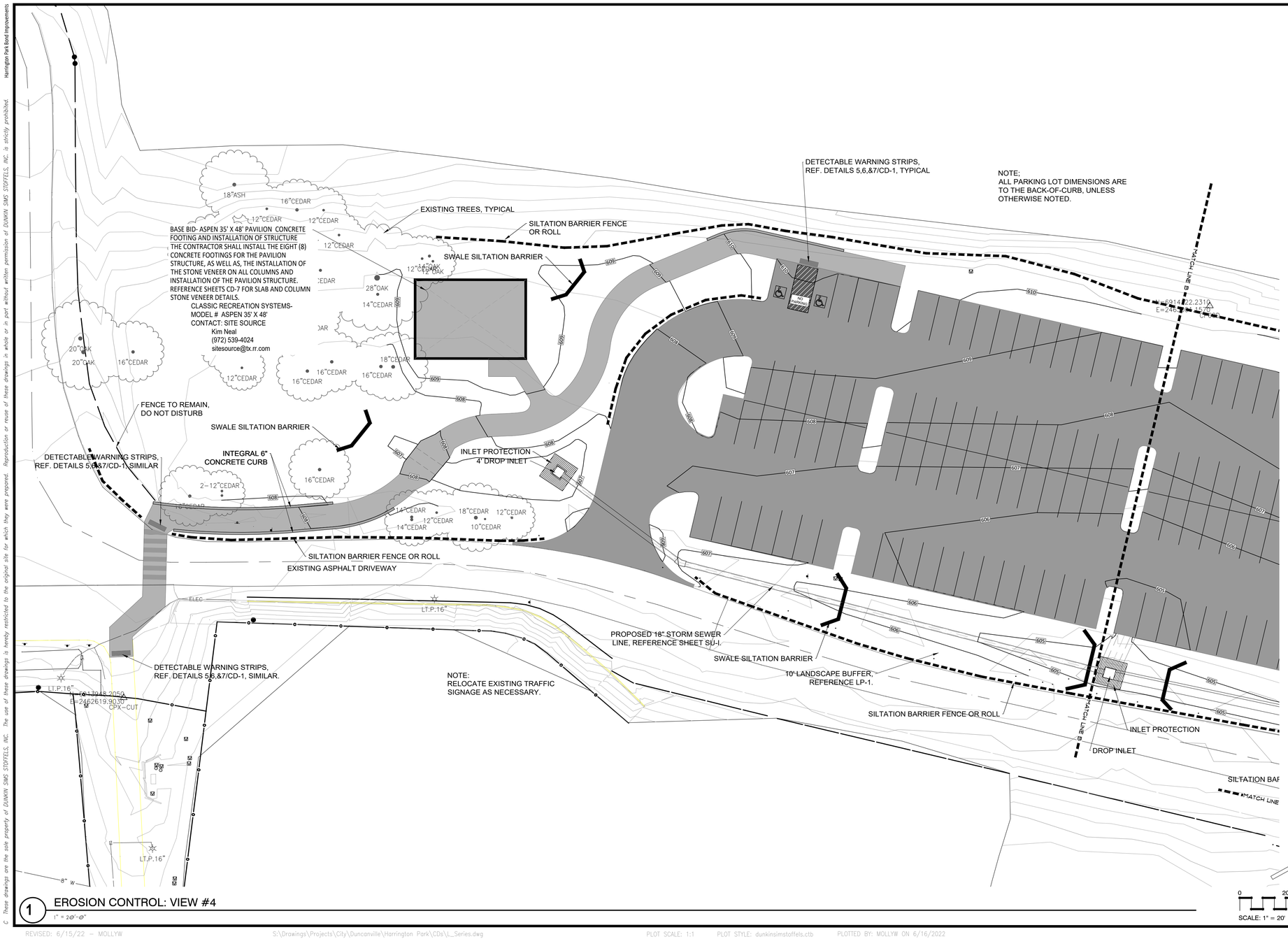

1 EROSION CONTROL: VIEW #4
1" = 20'-0"

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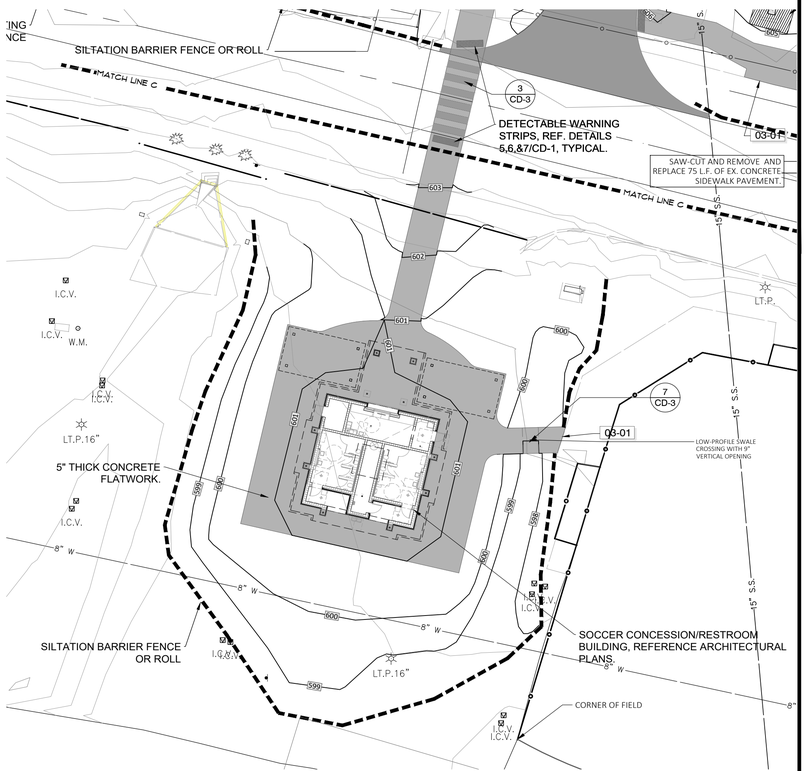
1 EROSION CONTROL: VIEW #5

1" = 20'-0"



2 EROSION CONTROL: VIEW #6

1" = 20'-0"

NORTH

0 20 40 60 feet

SCALE: 1" = 20'

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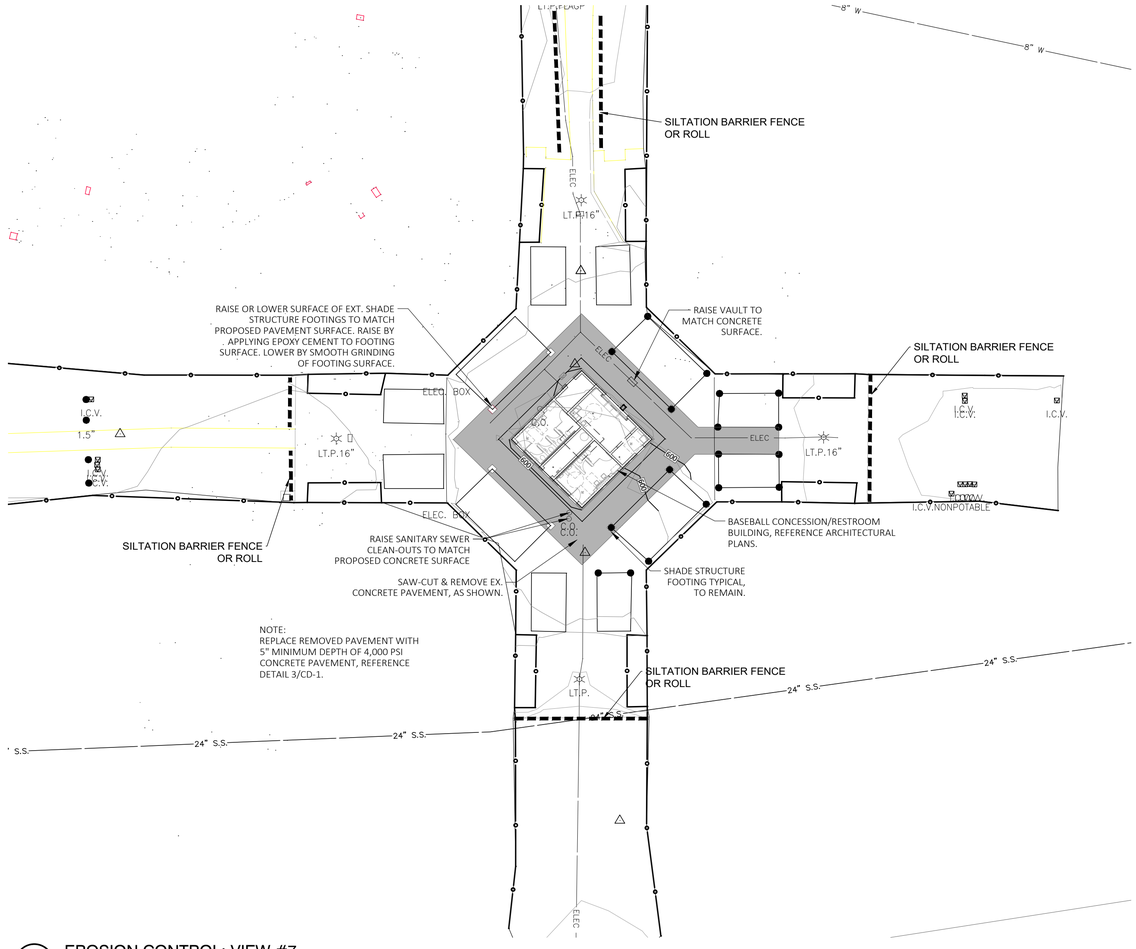

1 EROSION CONTROL: VIEW #7
1" = 20'-0"

NORTH
0 20 40 60 feet
SCALE: 1" = 20'

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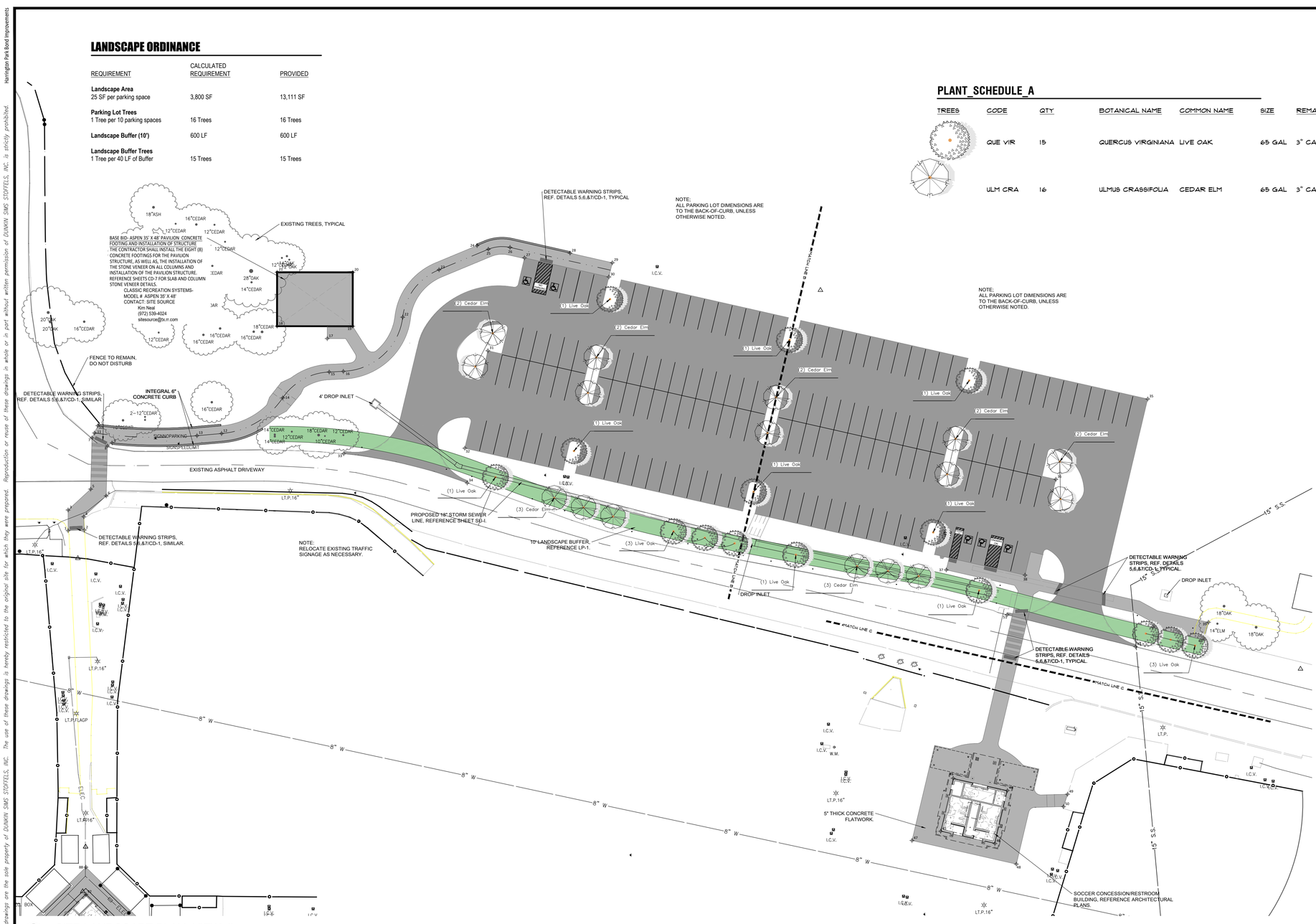
LANDSCAPE ORDINANCE

REQUIREMENT	CALCULATED REQUIREMENT	PROVIDED
Landscape Area 25 SF per parking space	3,800 SF	13,111 SF
Parking Lot Trees 1 Tree per 10 parking spaces	16 Trees	16 Trees
Landscape Buffer (10')	600 LF	600 LF
Landscape Buffer Trees 1 Tree per 40 LF of Buffer	15 Trees	15 Trees

PLANT_SCHEDULE_A

TREES	CODE	QTY	BOTANICAL NAME	COMMON NAME	SIZE	REMARKS
	QUE VIR	15	QUERCUS VIRGINIANA	LIVE OAK	65 GAL	3" CAL. 12' HT. & 5' SPREAD MIN.
	ULM CRA	16	ULMUS CRASSIFOLIA	CEDAR ELM	65 GAL	3" CAL. 12' HT. & 5' SPREAD MIN.



1 SITE LANDSCAPE PLAN: VIEW #4
1" = 20'-0"

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Landscape Plan

LP-1

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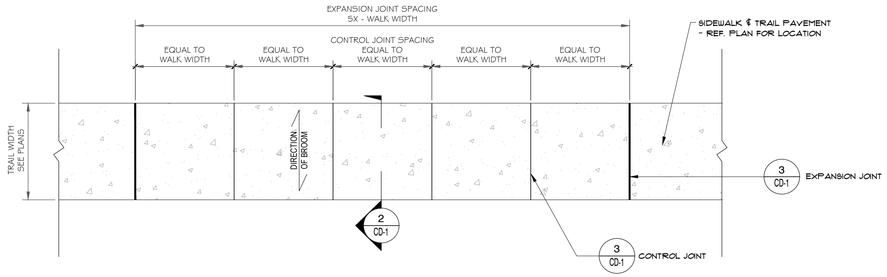
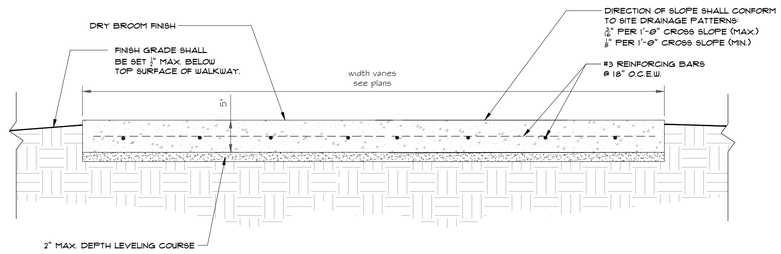


1 PLAN: TYPICAL WALKWAY/SIDEWALK/TRAIL PAVEMENT

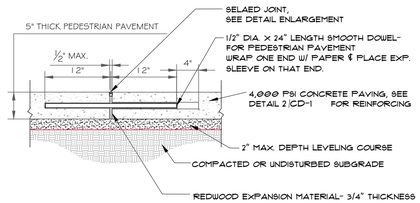
N.T.S. P-W1-03



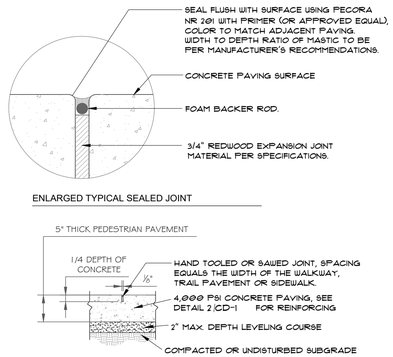
2 SECTION: CONCRETE TRAIL / WALKWAY PAVEMENT

N.T.S. P-W1-04

ALL CONCRETE PAVEMENT SHALL BE 4,000 PSI @ 28 DAYS, WATER/CEMENT RATIO SHALL BE 0.45 OR LESS WITH 4%-6% ENTRAINED AIR FOR DURABILITY: SUBMIT MIX DESIGN FOR APPROVAL, PER SPECIFICATIONS.



DOWELED EXPANSION JOINT

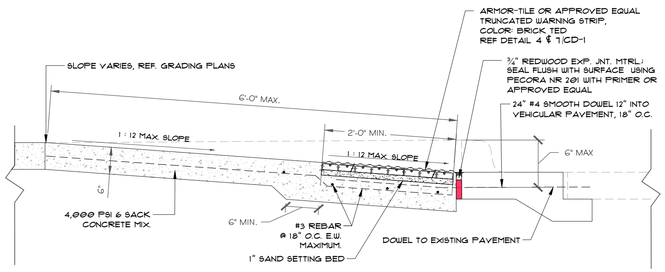


ENLARGED TYPICAL SEALED JOINT

CONTROL JOINT

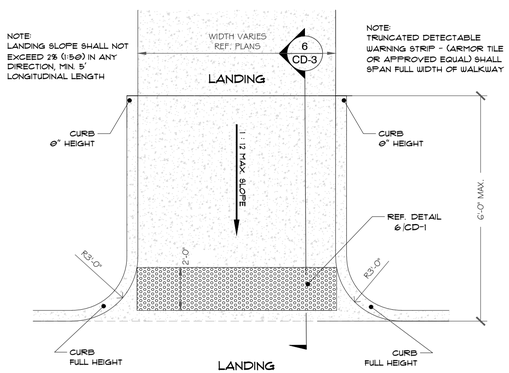
3 DETAIL: CONCRETE TRAIL/WALKWAY JOINTING

N.T.S. P-W1-05



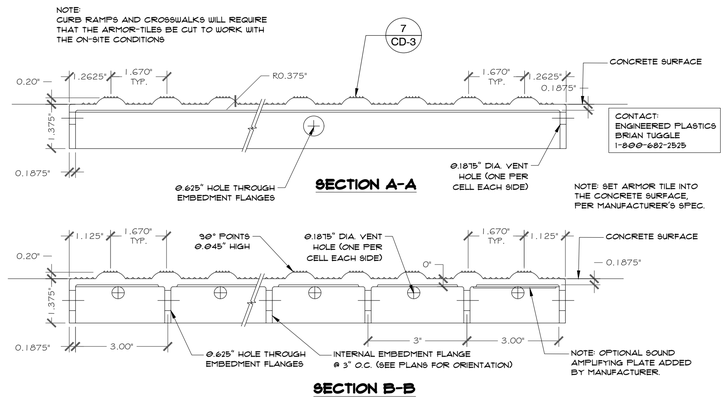
4 DETAIL: BARRIER FREE CURB RAMP W/ RETURNED CURBS

1" = 1'-0" P-M1-35



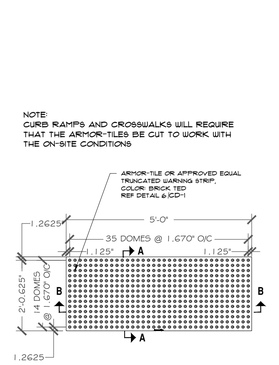
5 PLAN: BARRIER FREE CURB RAMP W/RETURNED CURB

N.T.S. P-M1-36



6 SECTION: * ARMOR-TILE - DETECTABLE WARNING STRIPS

6" = 1'-0" * OR APPROVED EQUAL P-M1-34



7 PLAN: ARMOR-TILE

3/4" = 1'-0" OR APPROVED EQUAL P-M1-33

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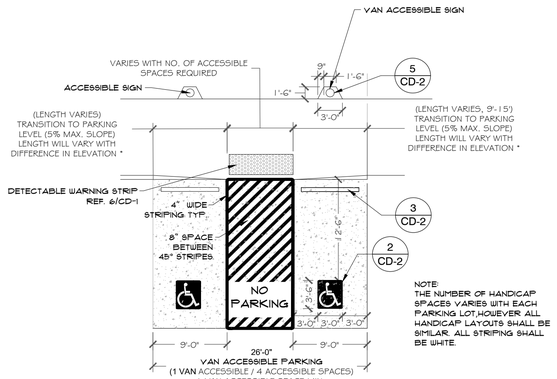
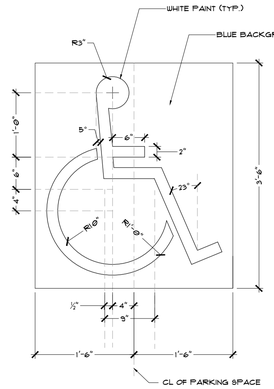


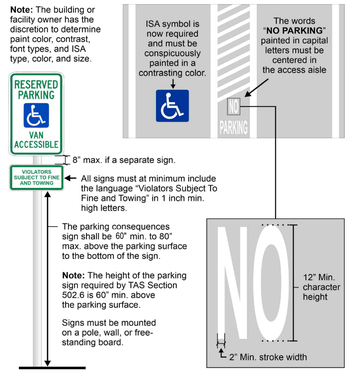
1 PLAN: TYPICAL ACCESSIBLE PARKING

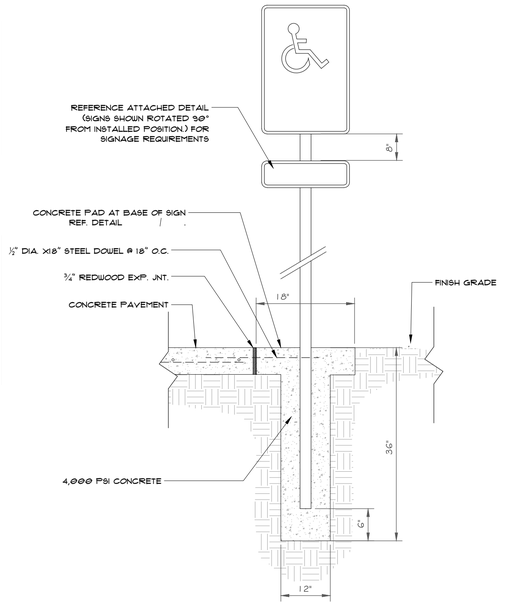
N.T.S. P-W1-LAK-01



2 PLAN: TYPICAL ACCESSIBLE SYMBOL

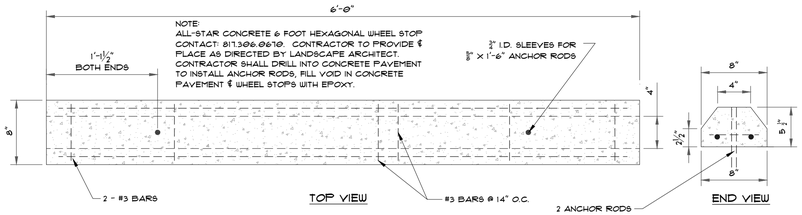
1" = 1'-0" P-W1-LAK-02





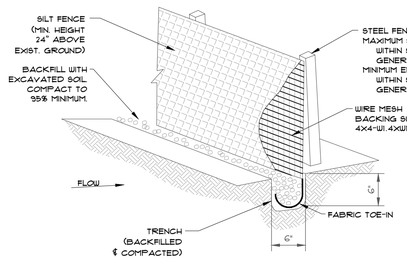
3 SECTION: TYPICAL ACCESSIBLE SIGN @ TURF

1" = 1'-0" P-W1-LAK-03



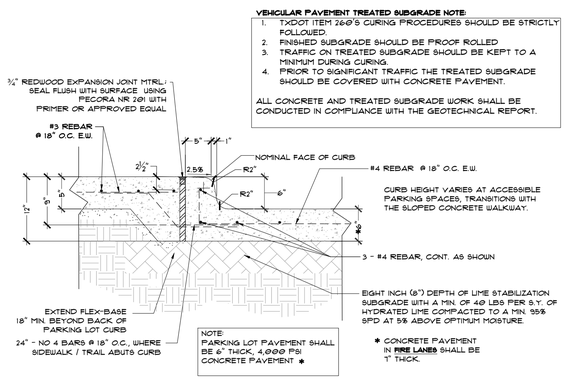
4 DETAIL: CONCRETE WHEEL STOP

1 1/2" = 1'-0" P-W1-LAK-04



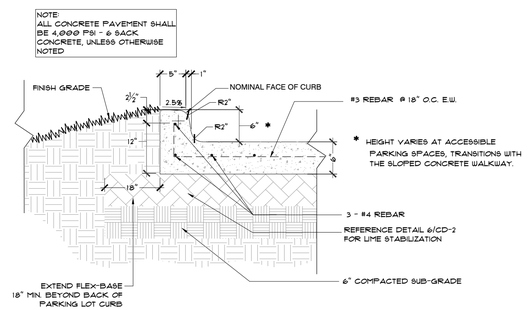
5 SECTION: SILTATION BARRIER FENCE

1" = 1'-0" P-LE-14



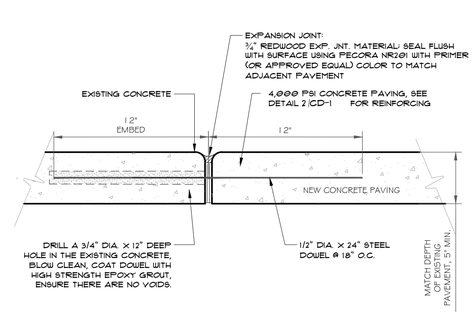
6 SECTION: MONOLITHIC CURB @ ADJACENT TO WALKWAY

1" = 1'-0" 321313.16-03



7 SECTION: MONOLITHIC CURB @ TURF

1" = 1'-0" 321313.16-04



8 CONCRETE JOINT AT EXISTING PAVEMENT

N.T.S. 321313.13-03

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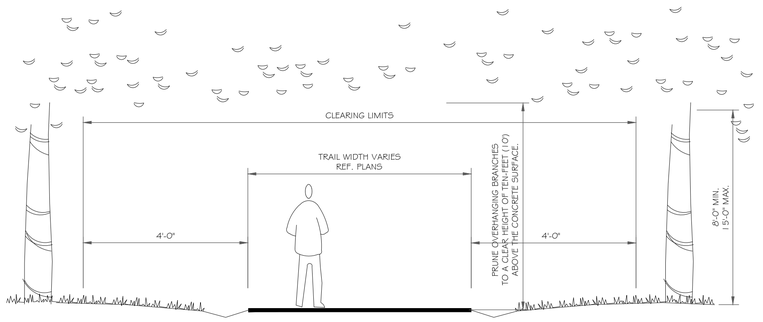
Construction Details

CD-2

Harrington Park Bond Improvements

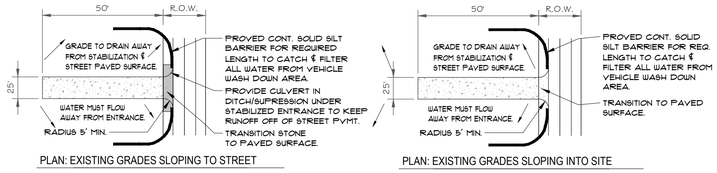


NOTES:

1. CLEAR TREES & SHRUBS TO LIMITS SHOWN. SEE SPECIFICATION - TREE CLEARING AND GRUBBING.
2. DO NOT REMOVE TREES INSIDE CLEARING LIMITS GREATER THAN 4" CALIPER, UNLESS APPROVED BY LANDSCAPE ARCHITECT.

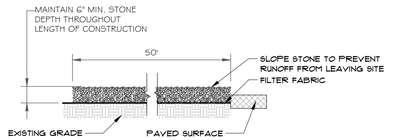
1 DETAIL: TYPICAL VEGETATION CLEARING

1" = 1'-0" P-M-04



PLAN: EXISTING GRADES SLOPING TO STREET

PLAN: EXISTING GRADES SLOPING INTO SITE



PROFILE

NOTE:
STONES SHALL BE 4"-6" DIA. CRUSHED ROCK.

NCTCOG #2210.G
STORM WATER QUALITY BEST MANAGEMENT PRACTICES FOR CONSTRUCTION ACTIVITIES.

THE STABILIZED CONSTRUCTION ENTRANCE/EXIT MAY BE USED AS A VEHICLE WASH DOWN AREA FOR DEBRIS AND SOIL REMOVAL BEFORE EXITING THE SITE ONTO THE EXISTING ROADWAY.

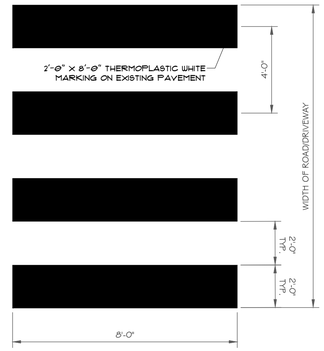
LOCATION FOR INSTALLATION WILL BE DETERMINED AT EACH SITE. ALTERNATE LOCATION(S) MUST BE APPROVED BY OWNER OR LANDSCAPE ARCHITECT PRIOR TO INSTALLATION. STABILIZED CONSTRUCTION ENTRANCE/EXIT SHALL BE TOP DRESSED WITH ADDITIONAL STONE AS NECESSARY.

THE CONTRACTOR SHALL EXCAVATE, REMOVE, AND LEGALLY DISPOSE ALL CONSTRUCTION ENTRANCE STONE UPON COMPLETION OF PROJECT.

2 DETAIL: STABILIZED CONSTRUCTION ENTRANCE/EXIT

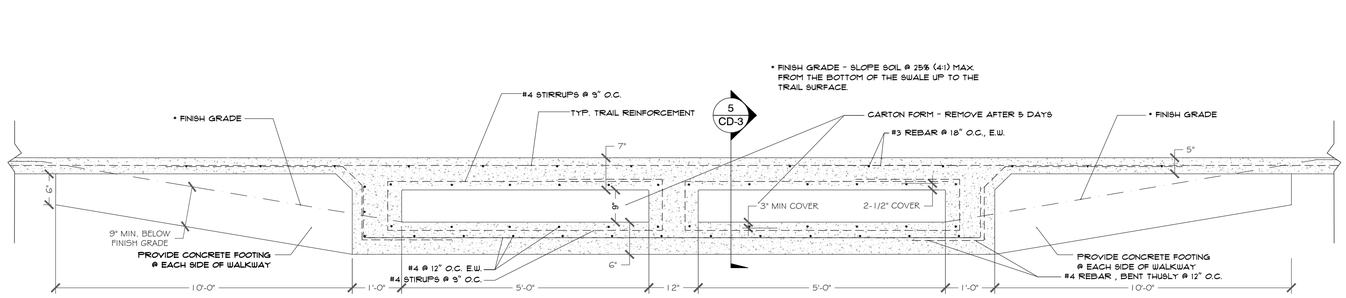
N.T.S. P-M-11@

NOTE:
CROSSWALK STRIPES SHALL BE APPLIED IN ACCORDANCE WITH CITY OF SHERMAN STANDARDS.



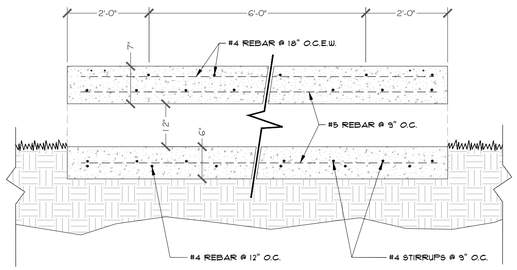
3 CROSSWALK PAVEMENT MARKING

N.T.S. P-M-92



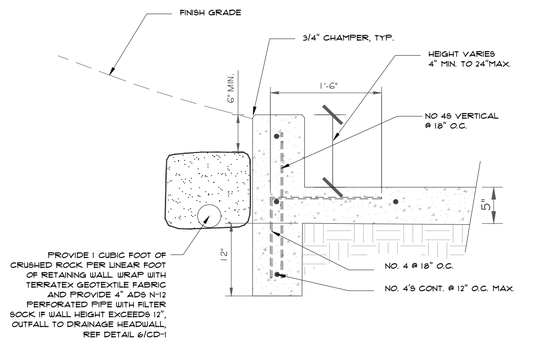
4 SECTION: DOUBLE LOW PROFILE SWALE CROSSING

3/4" = 1'-0" P-M-3@



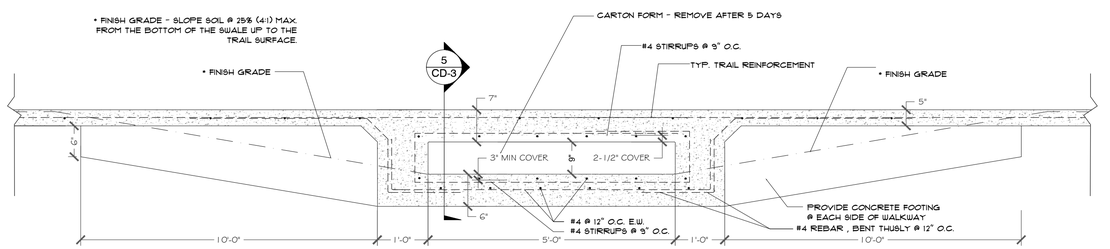
5 CROSS SECTION: LOW-PROFILE SWALE CROSSING

1" = 1'-0" P-LE-26



6 SECTION: INTEGRAL RETAINING WALL

1 1/2" = 1'-0" P-M-37



7 SECTION: SINGLE LOW PROFILE SWALE CROSSING

3/4" = 1'-0" P-M-13@

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REGISTERED LANDSCAPE ARCHITECT
ROBERT P. STOFFELS
7025
STATE OF TEXAS

6/16/2022

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Harrington Park Bond Improvements

City of Duncanville, Texas

Duncanville City of Champions

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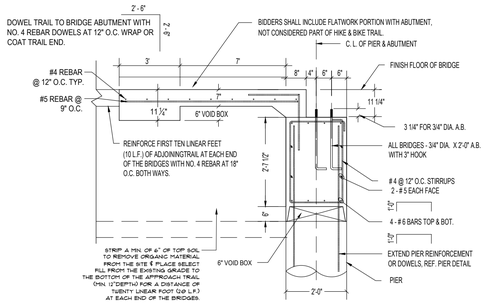
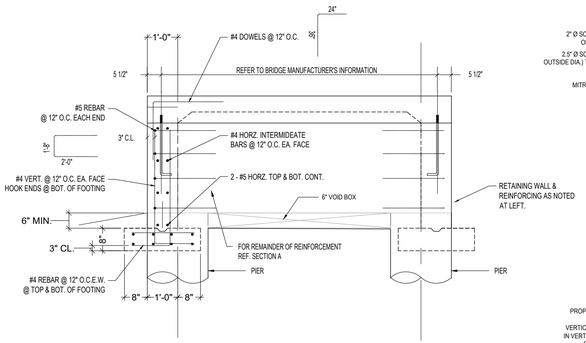
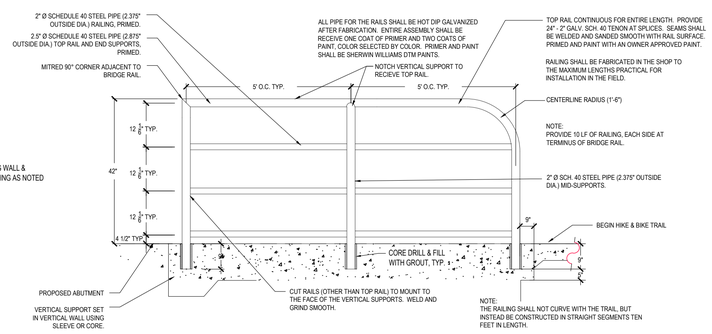


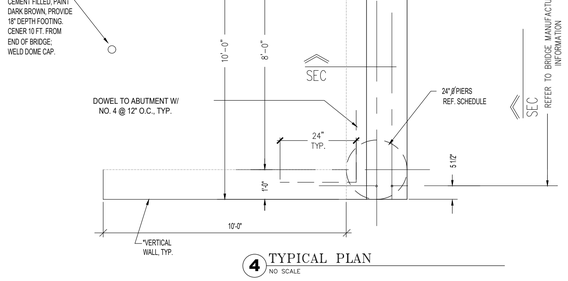
1 SECTION: Bridge Abutment with Approach Slab
NO SCALE



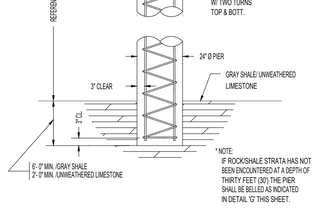
2 ELEVATION: Bridge Abutment
NO SCALE



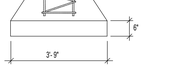
3 SECTION: Railing @ Bridge Approach
SCALE: 1/2" = 1'-0"



4 TYPICAL PLAN
NO SCALE



5 TYPICAL PIER DETAIL
NO SCALE



6 SECTION: Pier Bell
NO SCALE

GENERAL CONCRETE NOTES

1. CONCRETE WORK SHALL BE EXECUTED IN STRICT ACCORDANCE WITH THE LATEST AMERICAN CONCRETE INSTITUTE BUILDING CODE (ACI 318)
2. CONCRETE SPECIFICATIONS SHALL BE AS FOLLOWS:

LOCATIONS	28 DAY STRENGTH	AGGREGATE	SLUMP
ALL	3,500 PSI	HARD ROCK	3" - 5"

3. JOB SITE CONDITIONS SHALL BE VERIFIED BY THE CONTRACTOR PRIOR TO THE FABRICATION OF MATERIALS.
4. ALL CONCRETE EXPOSED TO THE WEATHER SHALL HAVE 5% TO 6% AIR ENTRAINMENT.

GENERAL FOUNDATION NOTES:

1. TEMPORARY STEEL CASING MAY BE REQUIRED BECAUSE OF THE POSSIBLE PRESENCE OF GROUND WATER.
2. PIERS SHALL BE CONCRETED WITHIN 8 HOURS AFTER DRILLING.

A GEOTECHNICAL REPORT PREPARED BY HENLEY/JOHNSTON & ASSOCIATES GROUP AND DATED MAY, 2010 IS AVAILABE FOR REVIEW BY THE CONTRACTOR. THE CONTRACTOR SHALL PREPARE SHOP DRAWINGS BASED UPON ON THE RECOMMENDATIONS WITHIN THE GEOTECHNICAL INVESTIGATION.

GENERAL REINFORCEMENT NOTES:

1. ALL REINFORCEMENT SHALL CONFORM TO ASTM A-615 GRADE 60.
2. REINFORCING STEEL SHALL BE DESIGNED, DETAILED, FABRICATED AND PLACED IN ACCORDANCE WITH THE LATEST ACI "MANUAL OF STANDARD PRACTICE FOR DETAILING REINFORCED CONCRETE STRUCTURES (ACI-315) AND THE CRSI "RECOMMENDED PRACTICE FOR PLACING REINFORCING BARS", LATEST EDITION.
3. SPLICES IN REINFORCEMENT SHALL OCCUR AT POINTS OF MINIMUM STRESS AND LAP 30 BAR DIAMETERS MINIMUM, UNLESS NOTED OTHERWISE.
4. MINIMUM CONCRETE COVER FOR REINFORCEMENT SHALL BE AS FOLLOWS:

GRADE BEAMS	... 3" FROM BOTTOM, ... 2" FROM TOP AND SIDES
SLABS ON GRADE	... 1 1/2" FROM TOP

5. PROVIDE CORNER BARS AT ALL CORNERS AND INTERSECTIONS SAME SIZE AND SPACING AS LARGER REINFORCEMENT.
6. SUBMIT SHOP DRAWINGS TO LANDSCAPE ARCHITECT FOR REVIEW PRIOR TO FABRICATION OF MATERIALS.

145' LINEAR-FOOT BRIDGE AS MANUFACTURED BY PIONEER BRIDGES*. PRATT H-SECTION TRUSS, SQUARED ENDS, 54" HEIGHT SAFETY RAIL WITH WOOD RUB-RAIL, STEEL KICK PLATE, CONCRETE DECK & WEATHERING STEEL

* OR APPROVED EQUAL

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REGISTERED LANDSCAPE ARCHITECT ROBERT P. STOFFELS 1025 STATE OF TEXAS
6/16/2022

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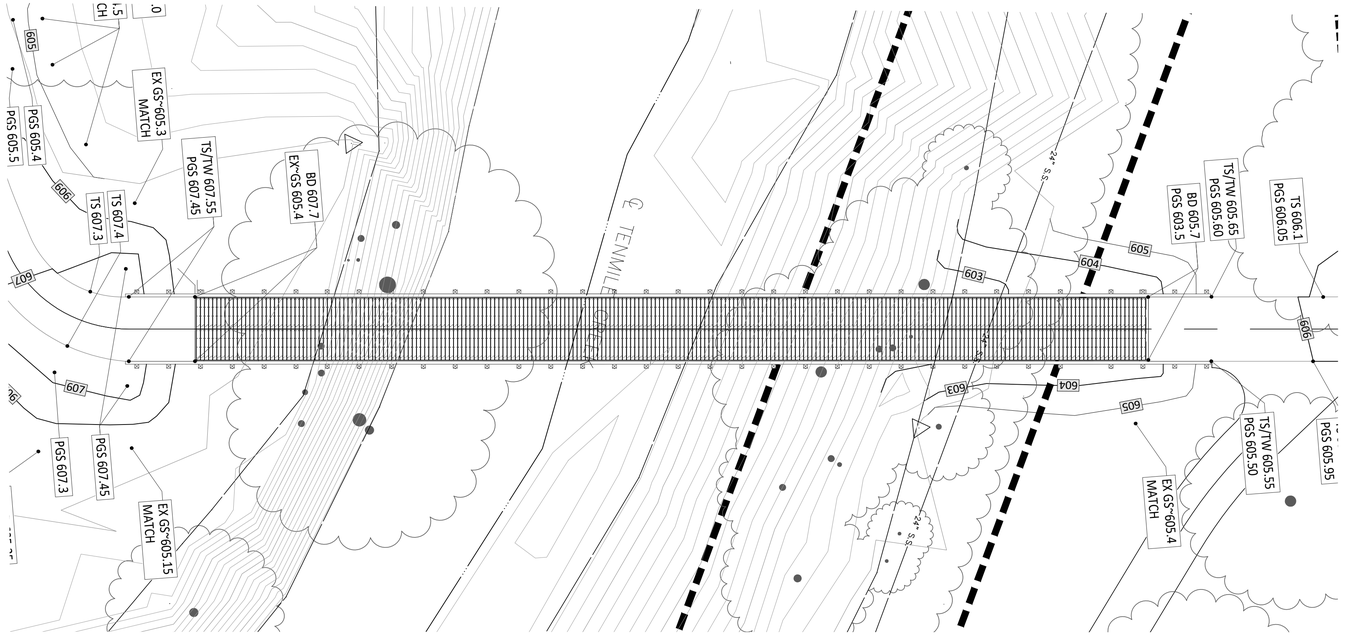
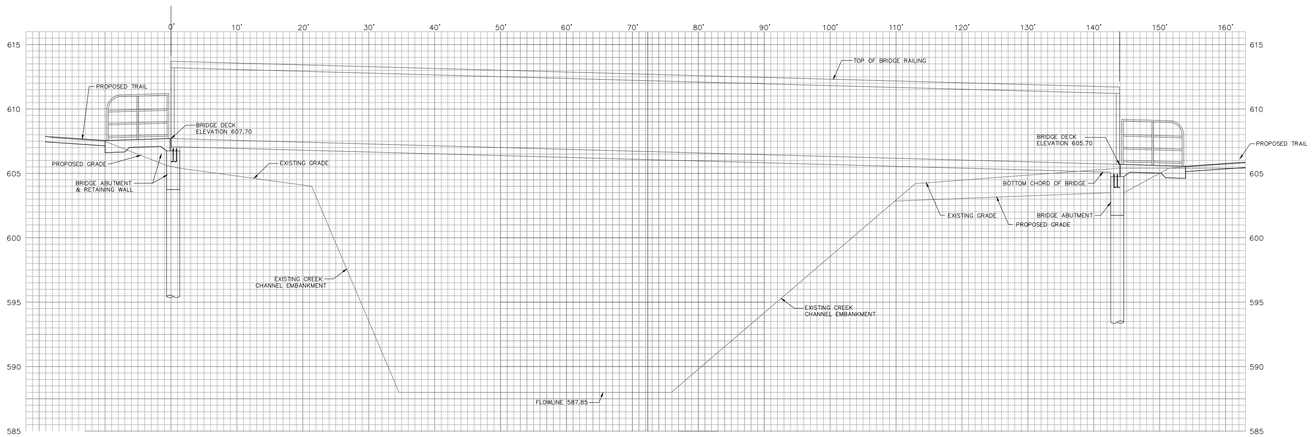


A PLAN: 145’ Pedestrian Bridge

SCALE: 1"=10'-0"



B LONGITUDINAL SECTION: 145’ Pedestrian Bridge

SCALE: H 1"=10'-0"
V 1"=4'-0"

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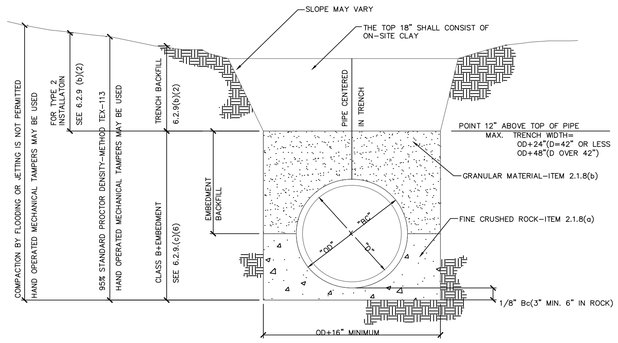
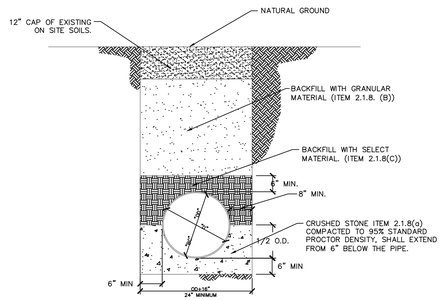
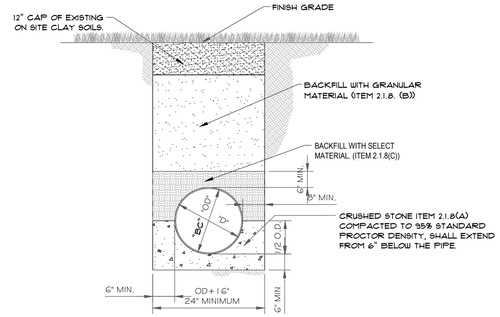
NOTES:
1. WATER LINE SHALL BE:
   6" C900 CLASS DR-18
   3" PVC SDR-21
   2" SCH 40 PVC
2. 3' MINIMUM COVER
3. ALL WATER LINE BENDS, VALVES, FITTINGS, ETC. SHALL BE THRUST BLOCKED.



1 SECTION: WATER LINE EMBEDMENT
NTS

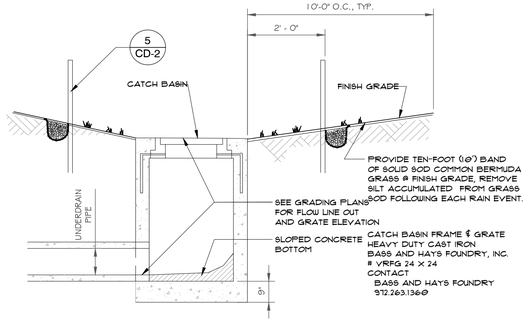


2 SECTION: SANITARY SEWER LINE EMBEDMENT
NTS



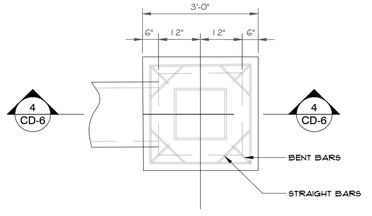
3 SECTION: STORM SEWER LINE EMBEDMENT
N.T.S.

33 30-01



4 SECTION: DROP INLET AND PROTECTION
1" = 1'-0"

P-LE-17



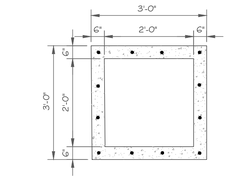
GENERAL NOTES:

1. MATERIAL & WORKMANSHIP SHALL CONFORM WITH THE REQUIREMENTS OF CITY SPECIFICATIONS FOR STANDARD CONCRETE MANHOLES.
2. LAYERS OF REINFORCED STEEL NEAR THE INTERIOR AND EXTERIOR SURFACE SHALL HAVE A COVER OF 2" TO THE CENTER OF BARS, UNLESS OTHERWISE NOTED.
3. ALL CONCRETE SHALL HAVE A MIN. COMPRESSIVE STRENGTH OF 4,000 PSI AT 28 DAYS.
4. REINFORCEMENT, STRUCTURAL STEEL, AND CASTING SHALL CONFORM TO THE SPECIFICATIONS.
5. REINFORCING IN SIDES & BOTTOM (NOT SHOWN) SHALL BE #4 REBAR AT 12" O.C. BOTH WAYS.
6. INLET FRAMES AND GRATES AS SPECIFIED ON THIS SHEET OR EQUAL

   CONTACT:
   BASS AND HAYS FOUNDRY
   972.263.1360
   800.442.6243
7. ALL LAPS & EXTENSIONS OF REINFORCING BARS SHALL BE 30 BAR DIAMETER UNLESS OTHERWISE NOTED.
8. TACK WELD GRATES IN PLACE OR USE GRATE LOCKS.
9. PIPE MAY BE PLACED IN ANY WALL, BUT SHALL NOT ENTER ANY CORNER OR BOTTOM.

5 PLAN: DROP INLET WITH NOTES
1" = 1'-0"

P-LE-16



6 PLAN: DROP INLET
1" = 1'-0"

P-LE-15

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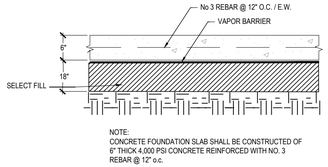
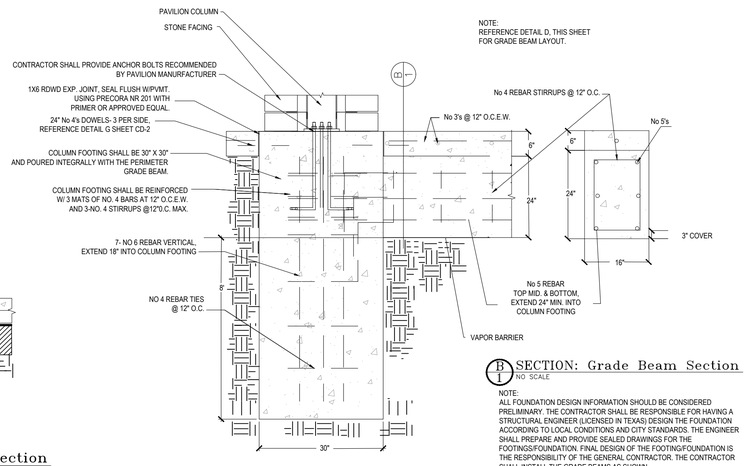


NOTE:
CONCRETE FOUNDATION SLAB SHALL BE CONSTRUCTED OF 6" THICK 4,000 PSI CONCRETE REINFORCED WITH NO. 3 REBAR @ 12" o.c.

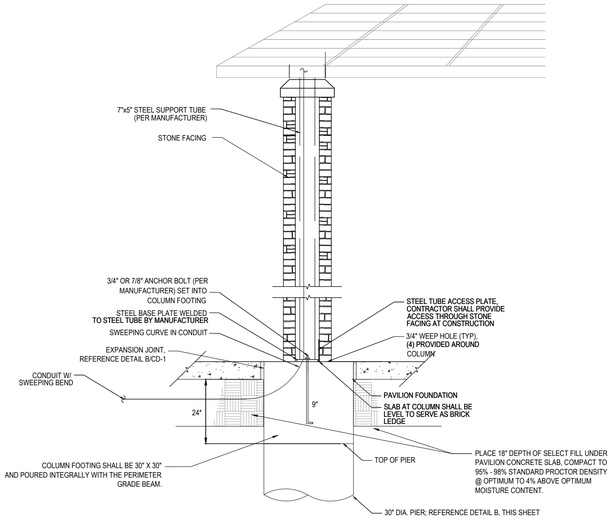
1 SECTION: Foundation Slab Section
NO SCALE



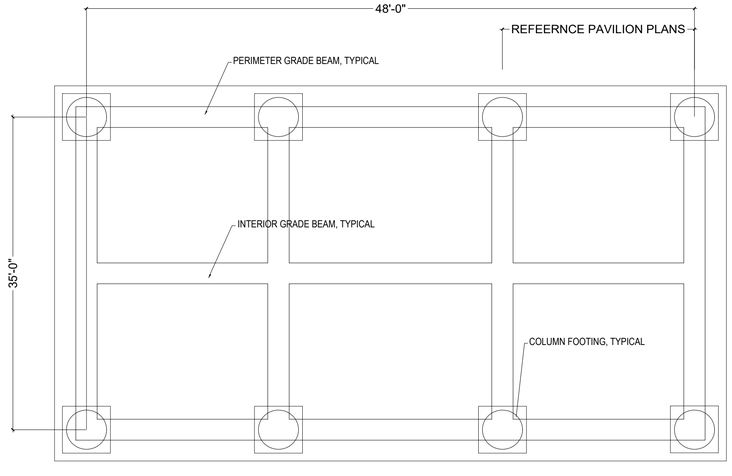
2 SECTION: Column Footing & Grade Beam Section
NO SCALE

B/1 SECTION: Grade Beam Section
NO SCALE

NOTE:
ALL FOUNDATION DESIGN INFORMATION SHOULD BE CONSIDERED PRELIMINARY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR HAVING A STRUCTURAL ENGINEER (LICENSED IN TEXAS) DESIGN THE FOUNDATION ACCORDING TO LOCAL CONDITIONS AND CITY STANDARDS. THE ENGINEER SHALL PREPARE AND PROVIDE SEALED DRAWINGS FOR THE FOOTINGS/FOUNDATION. FINAL DESIGN OF THE FOOTING/FOUNDATION IS THE RESPONSIBILITY OF THE GENERAL CONTRACTOR. THE CONTRACTOR SHALL INSTALL THE GRADE BEAMS AS SHOWN.



3 SECTION: Shelter Support Masonry Detail
NO SCALE



4 SECTION: Shelter Grade Beam Locations
NO SCALE

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Harrington Park Bond Improvements

REVISED: 6/15/22 - MOLLYW | S:\Drawings\Projects\City\Duncanville\Harrington Park\CDs\L_Series.dwg | PLOT SCALE: 1:1 | PLOT STYLE: dunkinsimstoffels.ctb | PLOTTED BY: MOLLYW ON 6/15/2022

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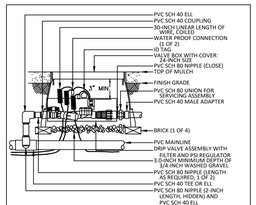
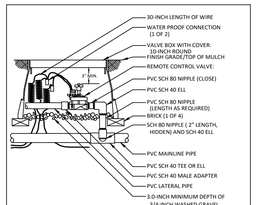
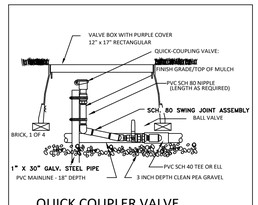


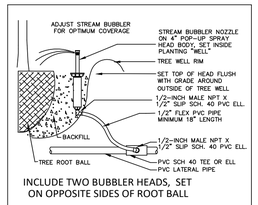
DRIP VALVE, FILTER, REGULATOR



REMOTE CONTROL VALVE

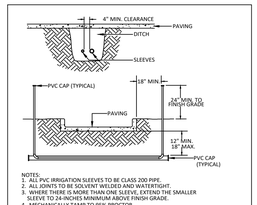


QUICK COUPLER VALVE
WITH PVC BALL VALVE



INCLUDE TWO BUBBLER HEADS, SET ON OPPOSITE SIDES OF ROOT BALL

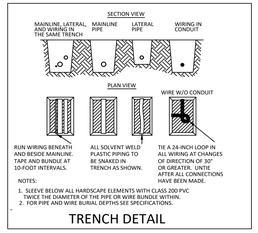
TREE BUBBLER



NOTES:
1. ALL PVC IRRIGATION SLEEVES TO BE CLASS 200 PIPE.
2. ALL JOINTS TO BE SOLVENT WELDED AND WATERTIGHT.
3. WHERE THERE IS MORE THAN ONE SLEEVE, EXTEND THE SMALLER SLEEVE TO 24 INCHES MINIMUM BELOW FINISH GRADE.
4. MECHANICALLY TAMP TO 95% PROCTOR.

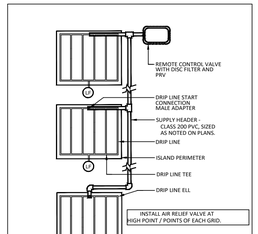
SLEEVING

CONTROLLER STATION — VALVE SIZE
FLOW IN G.P.M.
APPROX. LINEAR FOOTAGE OF DRIP TUBE



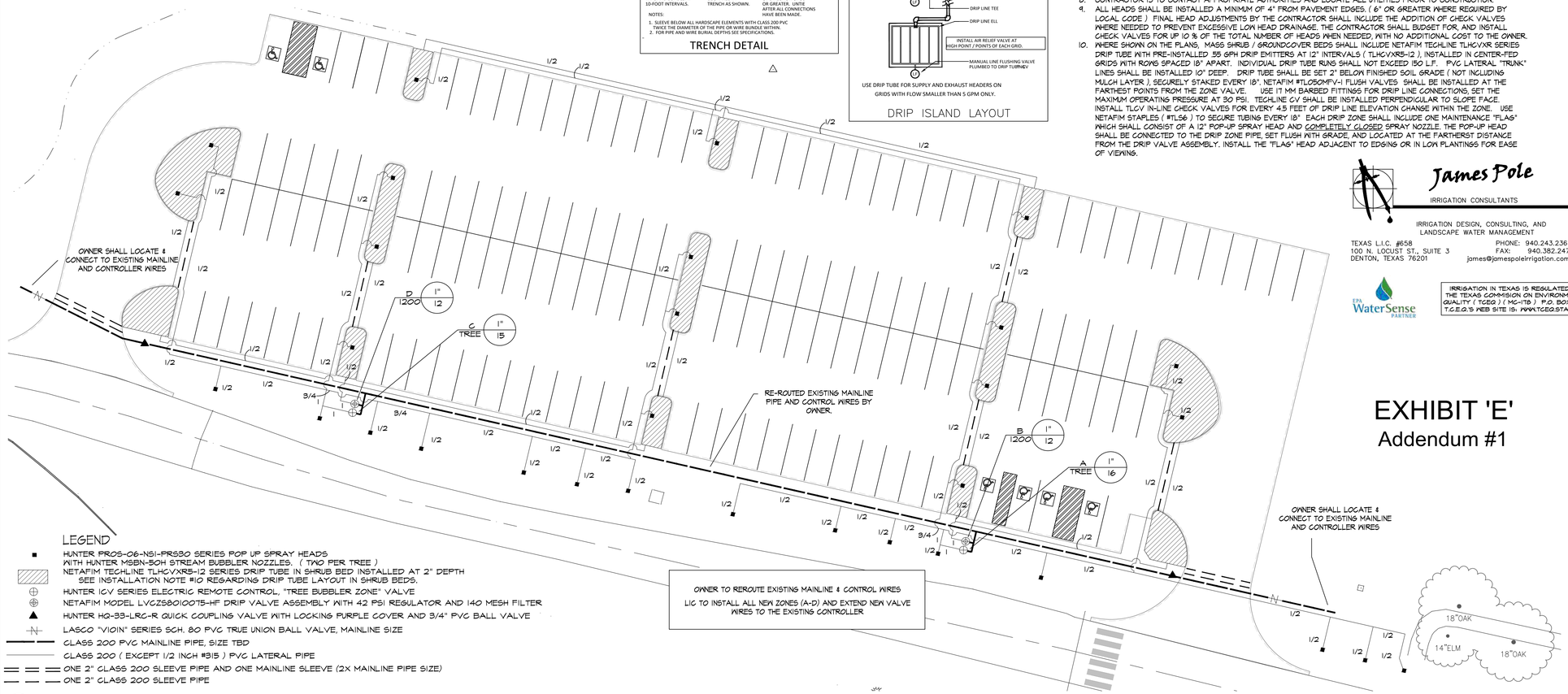
NOTES:
1. SLEEVE BELOW ALL HARDSCAPE ELEMENTS WITH CLASS 200 PVC TWICE THE DIAMETER OF THE PIPE OR WIRE BUNDLE WITHIN.
2. FOR PIPE AND WIRE BURIAL DEPTHS SEE SPECIFICATIONS.

TRENCH DETAIL



USE DRIP TUBE FOR SUPPLY AND EXHAUST HEADERS ON GRIDS WITH FLOW SMALLER THAN 5 GPM ONLY.

DRIP ISLAND LAYOUT



LEGEND

- HUNTER PROS-06-NSI-PRS30 SERIES POP UP SPRAY HEADS WITH HUNTER MSBN-5OH STREAM BUBBLER NOZZLES. (TWO PER TREE)
- NETAFIM TECHLINE TLHCVXRS-12 SERIES DRIP TUBE IN SHRUB BED INSTALLED AT 2" DEPTH SEE INSTALLATION NOTE #10 REGARDING DRIP TUBE LAYOUT IN SHRUB BEDS.
- HUNTER ICV SERIES ELECTRIC REMOTE CONTROL, "TREE BUBBLER ZONE" VALVE
- NETAFIM MODEL LVCZS8010075-HF DRIP VALVE ASSEMBLY WITH 42 PSI REGULATOR AND 140 MESH FILTER
- HUNTER HQ-33-LRC-R QUICK COUPLING VALVE WITH LOCKING PURPLE COVER AND 3/4" PVC BALL VALVE
- LASCO "VIOIN" SERIES SCH. 80 PVC TRUE UNION BALL VALVE, MAINLINE SIZE
- CLASS 200 PVC MAINLINE PIPE, SIZE TBD
- CLASS 200 (EXCEPT 1/2 INCH #315) PVC LATERAL PIPE
- ONE 2" CLASS 200 SLEEVE PIPE AND ONE MAINLINE SLEEVE (2X MAINLINE PIPE SIZE)
- ONE 2" CLASS 200 SLEEVE PIPE

1 IRRIGATION PLAN
1" = 20'-0"

COORDINATION WITH EXISTING IRRIGATION

THE CONTRACTOR SHALL VISIT THE SITE BEFORE CONSTRUCTION BEGINS TO BECOME FAMILIAR WITH THE EXISTING SYSTEM LAYOUT. CONFIRM AUTOMATIC OPERATION OF ALL EXISTING VALVES, OR NOTIFY THE OWNER IN WRITING OTHERWISE BEFORE NEW WORK BEGINS. THE OWNER SHALL REROUTE / RE-INSTALL EXISTING MAINLINE PIPE AND CONTROL WIRES ONLY. L.I.C. SHALL INSTALL NEW TREE BUBBLER AND DRIP ZONES AND EXTEND NEW VALVE WIRES TO THE EXISTING CONTROLLER. CONNECT NEW ZONE VALVE WIRES TO UN-USED CONTROLLER STATIONS. SHRUB AND GROUND COVER BEDS SHALL RECEIVE NEW DRIP IRRIGATION AS INDICATED ON THE PLAN, INSTALLED AS DIRECTED IN INSTALLATION NOTES #10. RENOVATIONS SHALL INCLUDE MEETING ALL CURRENT CODES, INCLUDING THE ADDITION OF A BALL VALVE AND WYE FILTER IF A D.C.A. BACKFLOW PREVENTOR IS PRESENTLY USED.

NOTES & DETAILS

1. CONFIRM MINIMUM STATIC WATER PRESSURE OF 60 PSI AT THE HIGHEST ELEVATION OF THE SYSTEM LIMITS, AND MAXIMUM STATIC WATER PRESSURE OF 90 P.S.I. AT THE LOWEST ELEVATION OF THE SYSTEM LIMITS AT LEAST 7 DAYS BEFORE BEGINNING WORK. IF STATIC WATER PRESSURE IS OUTSIDE THE RANGE STATED ABOVE, DO NOT PROCEED UNTIL DIRECTED BY THE LANDSCAPE ARCHITECT.
2. LATERAL PIPE SHALL BE INSTALLED AT A MINIMUM DEPTH OF 12 INCHES. MAINLINE PIPE AND WIRES SHALL BE INSTALLED AT A MINIMUM DEPTH OF 18 INCHES. NO MACHINE TRENCHING SHALL BE PERMITTED WITHIN EXISTING TREE ROOT ZONES. WHEN HAND - TRENCHING WITHIN EXISTING TREE ROOT ZONES, NO ROOTS LARGER THAN 1" DIAMETER SHALL BE CUT.
3. UNSLEEVED PIPES MAY BE SHOWN UNDER PAVEMENT FOR GRAPHIC CLARITY ONLY. INSTALL THESE PIPES IN ADJACENT LANDSCAPED AREAS.
4. 24 VOLT VALVE WIRE SHALL BE A MINIMUM OF #14 GAUGE, U.F. APPROVED FOR DIRECT BURIAL, SINGLE CONDUCTOR "IRRIGATION WIRE". WIRE SPLICES SHALL INCLUDE DBY CONNECTORS AS MANUFACTURED BY 3M COMPANY. ALL FIELD SPLICES SHALL BE LOCATED IN A ROUND VALVE BOX OF SUFFICIENT SIZE TO ALLOW INSPECTION.
5. VALVE BOXES SHALL BE INSTALLED FLUSH WITH GRADE, SUPPORTED BY BRICKS IF NEEDED, WITH 3 INCHES OF CLEAN PEA GRAVEL LOCATED BELOW THE VALVE. USE 12" x 17" RECTANGULAR VALVE BOXES WITH PURPLE LID FOR QUICK COUPLING VALVES, AND 10" ROUND BOXES FOR ELECTRIC VALVES UNLESS NOTED OTHERWISE.
6. ALL HEADS SHALL BE CONNECTED WITH A 12" MINIMUM LENGTH OF 1/2" FLEX PVC. THE FLEX PVC SHALL BE SOLVENT WELDED TO SCHEDULE 40 PVC FITTINGS WITH WELD-ON #795 SOLVENT AND #P-70 PRIMER.
7. PROVIDE ONE QUICK COUPLER KEY WITH SWIVEL HOSE ELL
8. CONTRACTOR IS TO CONTACT APPROPRIATE AUTHORITIES AND LOCATE ALL UTILITIES PRIOR TO CONSTRUCTION.
9. ALL HEADS SHALL BE INSTALLED A MINIMUM OF 4" FROM PAVEMENT EDGES, (6" OR GREATER WHERE REQUIRED BY LOCAL CODE) FINAL HEAD ADJUSTMENTS BY THE CONTRACTOR SHALL INCLUDE THE ADDITION OF CHECK VALVES WHERE NEEDED TO PREVENT EXCESSIVE LOW HEAD DRAINAGE. THE CONTRACTOR SHALL BUDGET FOR, AND INSTALL CHECK VALVES FOR UP 10 % OF THE TOTAL NUMBER OF HEADS WHEN NEEDED, WITH NO ADDITIONAL COST TO THE OWNER.
10. WHERE SHOWN ON THE PLANS, MASS SHRUB / GROUNDCOVER BEDS SHALL INCLUDE NETAFIM TECHLINE TLHCVXR SERIES DRIP TUBE WITH PRE-INSTALLED 55 GPH DRIP EMITTERS AT 12" INTERVALS (TLHCVXRS-12), INSTALLED IN CENTER-FED GRIDS WITH ROWS SPACED 18" APART. INDIVIDUAL DRIP TUBE RUNS SHALL NOT EXCEED 150 L.F. PVC LATERAL "TRUNK" LINES SHALL BE INSTALLED 10" DEEP. DRIP TUBE SHALL BE SET 2" BELOW FINISHED SOIL GRADE (NOT INCLUDING MULCH LAYER), SECURELY STAKED EVERY 18", NETAFIM #TLOSOMFV-I FLUSH VALVES SHALL BE INSTALLED AT THE FARTHEST POINTS FROM THE ZONE VALVE. USE 17 MM BARBED FITTINGS FOR DRIP LINE CONNECTIONS, SET THE MAXIMUM OPERATING PRESSURE AT 30 PSI. TECHLINE CV SHALL BE INSTALLED PERPENDICULAR TO SLOPE FACE. INSTALL TLCV IN-LINE CHECK VALVES FOR EVERY 4.5 FEET OF DRIP LINE ELEVATION CHANGE WITHIN THE ZONE. USE NETAFIM STAPLES (#TLS6) TO SECURE TUBING EVERY 18" EACH DRIP ZONE SHALL INCLUDE ONE MAINTENANCE "FLAG" WHICH SHALL CONSIST OF A 12" POP-UP SPRAY HEAD AND COMPLETELY CLOSED SPRAY NOZZLE. THE POP-UP HEAD SHALL BE CONNECTED TO THE DRIP ZONE PIPE, SET FLUSH WITH GRADE, AND LOCATED AT THE FARTHERST DISTANCE FROM THE DRIP VALVE ASSEMBLY. INSTALL THE "FLAG" HEAD ADJACENT TO EDGING OR IN LOW PLANTINGS FOR EASE OF VIEWING.

James Pole
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IRRIGATION IN TEXAS IS REGULATED BY THE TEXAS COMMISION ON ENVIRONMENTAL QUALITY (TCEQ) (MC-178) P.O. BOX 13087 T.C.E.Q.'S WEB SITE IS: WWW.TCEQ.STATE.TX.US

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STATE OF TEXAS · JAMES POLE · 658 · LICENSED IRRIGATOR

6 / 29 / 2022

Harrington Park Bond Improvements

City of Duncanville, Texas

EXHIBIT E
ADDENDUM #1

Revisions:

Issue Date: JUNE 29, 2022

Irrigation Plan

IR—1

Harrington Park Bond Improvements

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Harrington Park Bond Improvements

ABBREVIATIONS

ACOUS	- ACOUSTIC	HMAC	- HOT MIX ASPHALTIC CONCRETE
ALUM	- ALUMINUM		
ALT	- ALTERNATE	HORIZ	- HORIZONTAL
ADJ	- ADJUSTABLE	I D	- INSIDE DIAMETER
A D	- AREA DRAIN	INSUL	- INSULATION
AGG	- AGGREGATE	INT	- INTERIOR
ASPH	- ASPHALT	JST	- JOIST
BOT	- BOTTOM	JT	- JOINT
BASMT	- BASEMENT	LAM	- LAMINATED
B M	- BENCH MARK	MULL	- MULLION
BD	- BOARD	M H	- MANHOLE
BLDG	- BUILDING	MFG	- MANUFACTURER
CAB	- CABINET	M O	- MASONRY OPENING
C I	- CAST IRON	MAX	- MAXIMUM
CLG	- CEILING	M T	- METAL THRESHOLD
CEM	- CEMENT	MIN	- MINIMUM
CJ	- CONTROL JOINT	MISC	- MISCELLANEOUS
C	- CENTER LINE	N I C	- NO IN CONTRACT
CMU	- CONCRETE MASONRY UNIT	O C	- ON CENTER
		OPG	- OPENING
C O	- CLEAN OUT	O D	- OUTSIDE DIAMETER
COL	- COLUMN	PLAS	- PLASTER
CONC	- CONCRETE	PL	- PLATE
CONST	- CONSTRUCTION	RT	- POINT
C T	- CERAMIC TILE	POL	- POLISHED
CONT	- CONTINUOUS		- RADIUS
CONTR	- CONTRACTOR	REINF	- REINFORCED
C S	- COUNTERSUNK	R D	- ROOF DRAIN
DET	- DETAIL	SPEC	- SPECIFICATION
DIM	- DIMENSION	SCHED	- SCHEDULE
DN	- DOWN	SECT	- SECTION
D S	- DOWNSPOUT	STD	- STANDARD
EW	- EACH WAY	STRUCT	- STRUCTURAL
ELEC	- ELECTRIC	STL	- STEEL
EWC	- ELECTRIC WATER COOLER	STL PL	- STEEL PLATE
		TERR	- TERRAZZO
ELEV	- ELEVATION	THK	- THICK
E J	- EXPANSION JOINT	T&G	- TONGUE & GROOVE
EXT	- EXTERIOR	TYP	- TYPICAL
FIN	- FINISH(ED)	VCT	- VINYL COMPOSITION TILE
FLR	- FLOOR		
F D	- FLOOR DRAIN	VERT	- VERTICAL
FTG	- FOOTING	V W C	- VINYL WALL COVERING
FV	- FIELD VERIFY		
GALV	- GALVANIZED	VEST	- VESTIBULE
G I	- GALVANIZED IRON	VOL	- VOLUME
GA	- GAUGE	W H	- WATER HEATER
GL	- GLASS; GLAZED	W C	- WATER CLOSET
GYP	- GYPSUM	WDW	- WINDOW
HC	- HANDICAPPED	W P	- WORKING POINT
HT	- HEIGHT	WD	- WOOD
H M	- HOLLOW METAL	W/	- WITH
		YD	- YARD

SYMBOLS LEGEND

WALL SECTION LOCATION AND NUMBER

DETAIL INDICATION AND NUMBER

ROOM NUMBER

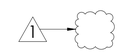
DOOR NUMBER

WINDOW DESIGNATION

FINISHED FLOOR ELEVATION

ELEVATION INDICATION

WALL TYPE



REVISION NUMBER

IMAGE NUMBER/SHEET NUMBER

BUILDING DATA:

BUILDING CODE:	2015 INTERNATIONAL BUILDING CODE WITH NCTCOG AMMENDMENTS
MECHANICAL CODE:	2015 INTERNATIONAL MECHANICAL CODE WITH NCTCOG AMMENDMENTS
PLUMBING CODE:	2015 INTERNATIONAL PLUMBING CODE WITH NCTCOG AMMENDMENTS
ELECTRICAL CODE:	2014 NATIONAL ELECTRICAL CODE WITH NCTCOG AMMENDMENTS
ENERGY CODE:	2015 INTERNATIONAL ENERGY CODE WITH NCTCOG AMMENDMENTS
FIRE CODE:	2015 INTERNATIONAL FIRE CODE WITH NCTCOG AMMENDMENTS

BASEBALL CONCESSIONS:	980	SQ. FT.
SOCCER CONSESSIONS:	1,246	SQ. FT.
TOTAL AREA:	2,226	SQ. FT.

OCCUPANCY:	V-B
CONSTRUCTION TYPE:	A4
FIRE SPRINKLER SYSTEM:	NO
OCCUPANT LOAD FLOOR ALLOWANCE:	B 1/150
OCCUPANT LOAD:	
BASEBALL CONCESSIONS:	7
SOCCER CONSESSIONS:	9
REQUIRED # OF EXITS:	
BASEBALL CONCESSIONS:	1 PER ROOM
SOCCER CONSESSIONS:	1 PER ROOM
FIRE RATING EXTERIOR LOAD BEARING:	0 HOUR
FIRE RATING INTERIOR LOAD BEARING:	0 HOUR

MAGEE ARCHITECTS , L . P.
DESIGNERS • PLANNERS • INTERIORS

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REGISTERED ARCHITECT ALAN R. MAGEE 7028 STATE OF TEXAS

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY ALAN R. MAGEE TX NO. 7028 ON JUNE 16, 2022

06/16/22

Harrington Park Bond Improvements

City of Duncanville, Texas

Duncanville City of Champions

Texas 811 Texas Know what's below. Call before you dig.

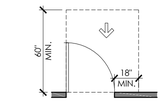
Revisions:

Issue Date: 06/16/22

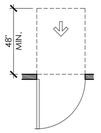
BUILDING CODE DATA

A000

Harrington Park Bond Improvements



(a)
FRONT APPROACH, PULL SIDE



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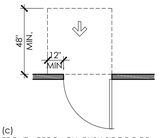
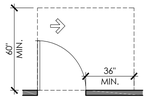


(c)
FRONT APPROACH, PUSH SIDE DOOR PROVIDED WITH BOTH CLOSER AND LATCH



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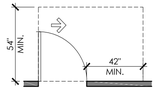
HINGE APPROACH, PULL SIDE



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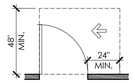
HINGE APPROACH, PULL SIDE



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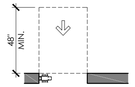
LATCH APPROACH, PULL SIDE



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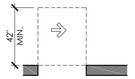

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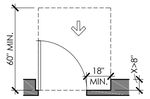
SIDE APPROACH



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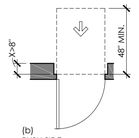
PULL SIDE



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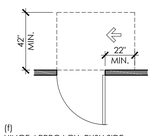
PUSH SIDE



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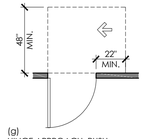
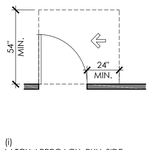
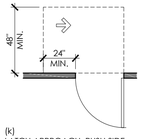
HINGE APPROACH, PUSH SIDE



(g)
HINGE APPROACH, PUSH SIDE DOOR PROVIDED WITH BOTH CLOSER AND LATCH

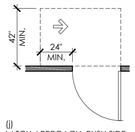


(i)
LATCH APPROACH, PULL SIDE DOOR PROVIDED WITH CLOSER



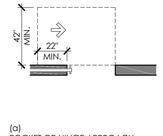
(k)
LATCH APPROACH, PUSH SIDE DOOR PROVIDED WITH CLOSER

FIGURE 404.2.4.1
MANEUVERING CLEARANCES AT MANUAL SWINGING DOORS AND GATES
PAGES 85-86

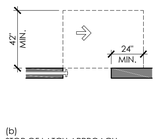


(j)
LATCH APPROACH, PUSH SIDE

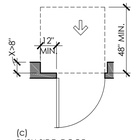
FIGURE 404.2.4.2
MANEUVERING CLEARANCES AT DOORWAYS WITHOUT DOORS, SLIDING DOORS, GATES, AND FOLDING DOORS
PAGES 87



(a)
POCKET OR HINGE APPROACH



(b)
STOP OF LATCH APPROACH



(c)
PUSH SIDE, DOOR PROVIDED WITH BOTH CLOSER AND LATCH

FIGURE 404.2.4.3
MANEUVERING CLEARANCES AT RECESSED DOORS
PAGE 88

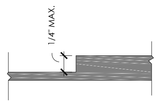


FIGURE 303.2
VERTICAL CHANGE IN LEVEL
PAGE 71

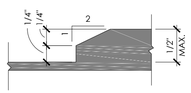


FIGURE 303.3
BEVELED CHANGE IN LEVEL
PAGE 71

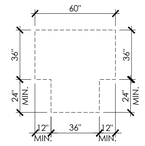


FIGURE 304.3.2
T-SHAPED TURNING SPACE
PAGES 72

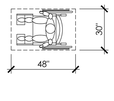


FIGURE 305.3
CLEAR FLOOR OR GROUND SPACE
PAGES 73

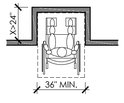


FIGURE 305.7.1
MANEUVERING CLEARANCE IN AN ALCOVE, FORWARD APPROACH
PAGES 74

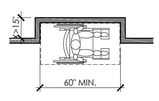
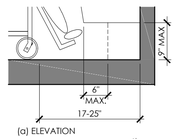


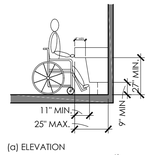
FIGURE 305.7.1
MANEUVERING CLEARANCE IN AN ALCOVE, SIDE APPROACH
PAGES 74



(a) ELEVATION

(b) PLAN

FIGURE 306.2
TOE CLEARANCE
PAGE 75



(a) ELEVATION

(b) PLAN

FIGURE 306.3
KNEE CLEARANCE
PAGE 76

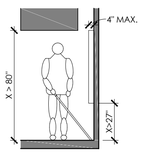


FIGURE 307.2
LIMITS OF PROTRUDING OBJECTS
PAGE 76

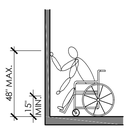


FIGURE 308.2.1
UNOBSTRUCTED FORWARD REACH
PAGE 78

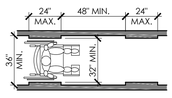


FIGURE 403.5.1
CLEAR WIDTH OF AN ACCESSIBLE ROUTE
PAGE 82

NOTE: FIGURE AND PAGE DESIGNATIONS FOR DIAGRAMS ARE TAKEN FROM 2012 TEXAS ACCESSIBILITY STANDARDS (TAS) ELIMINATION OF ARCHITECTURAL BARRIERS, TEXAS GOVERNMENT CODE, CHAPTER 469 ADMINISTERED BY THE TEXAS DEPARTMENT OF LICENSING AND REGULATION.

* SOME DIMENSIONS THAT HAVE A RANGE HAVE BEEN EDITED TO INDICATE MAGEE ARCHITECTS, L.P. PREFERRED LOCATION FOR FIXTURE PLACEMENT. REFER TO PLANS FOR ADDITIONAL DIMENSIONAL INFORMATION AND PREFERENCES

H.C. PARKING NOTES:
1. PROVIDE CROSS STRIPING AT H.C. AISLES AS SHOWN ON SITE PLAN AND CIVIL DRAWINGS
2. PROVIDE H.C. SYMBOL AT PARKING SPACE TO CITY T.A.S. STANDARDS
3. PROVIDE H.C. PARKING AND VAN ACCESSIBLE SIGNS TO CITY AND T.A.S. STANDARDS

PAVING NOTES:
1. CURB RAMPS ARE A MAXIMUM OF 6" IN 6'-0" LENGTH. SECTION 406 OF 2012 TAS PAGE 94
2. CROSS SLOPES OF SIDEWALKS AND HANDICAP PARKING AND ACCESSIBLE ROUTES ARE A MAXIMUM 1:50 SECTION 403 OF 2012 TAS PAGE 81
3. MAXIMUM SIDEWALK SLOPE IS 1:20. SECTION 403 OF 2012 TAS PAGE 81
4. RAMPS SLOPE A MAXIMUM OF 1:12 FOR A MAXIMUM OF 30'-0" WITHOUT A MIN. 60" LANDING SECTION 405OF 2012 TAS PAGE 91

MAGEE ARCHITECTS , L . P.
DESIGNERS • PLANNERS • INTERIORS

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Garland, Texas 75040
Phone: (214) 553-5778
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REGISTERED ARCHITECT ALAN R. MAGEE 7028 STATE OF TEXAS

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY ALAN R. MAGEE TX NO. 7028 ON JUNE 16, 2022

06/16/22

Harrington Park Bond Improvements

City of Duncanville, Texas

Duncanville City of Champions

Texas 811 Know what's below. Call before you dig.

Revisions:

Issue Date: 06/16/22

TEXAS ACCESSIBILITY STANDARDS

A001

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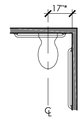
DRINKING FOUNTAIN
SPOUT 35"* A.F.F.

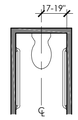
FIGURE 602.5
DRINKING FOUNTAIN
SPOUT LOCATION
PAGE 119

602.7 DRINKING FOUNTAINS FOR STANDING PERSONS SHALL BE 40"* AND 35" A.F.F. FOR LOWER*



(a)
WHEELCHAIR
ACCESSIBLE
WATER CLOSETS

FIGURE 604.2
WATER CLOSET LOCATION
PAGE 121



(b)
AMBULATORY
ACCESSIBLE
WATER CLOSETS

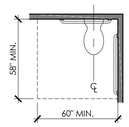


FIGURE 604.3.1
SIZE OF CLEARANCE
AT WATER CLOSETS
PAGE 122

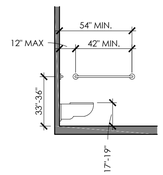


FIGURE 604.5.1
SIDE WALL GRAB BAR
AT WATER CLOSETS
PAGE 123

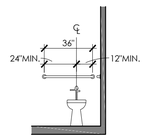


FIGURE 604.5.2
REAR WALL GRAB BAR
AT WAITER CLOSETS
PAGE 124

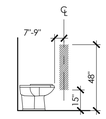
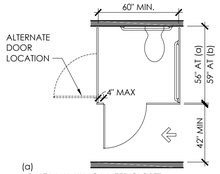


FIGURE 604.7
DISPENSER OUTLET
LOCATION
PAGE 125

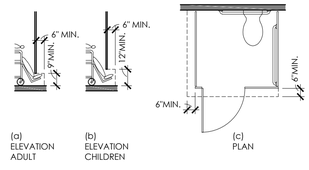


(a)
ADULT WALL HUNG WATER CLOSET

(b)
ADULT FLOOR MOUNTED WATER CLOSET
AND CHILDREN'S WATER CLOSET

FIGURE 604.8.1.1
SIZE OF WHEEL CHAIR ACCESSIBLE
TOILET COMPARTMENT

FIGURE 604.8.1.2
WHEEL CHAIR ACCESSIBLE TOILET
COMPARTMENT DOORS
PAGE 126



(a)
ELEVATION
ADULT

(b)
ELEVATION
CHILDREN

(c)
PLAN

FIGURE 604.8.1.4
WHEELCHAIR ACCESSIBLE TOILET COMPARTMENT TOE CLEARANCE
PAGE 127

NOTE: TOE CLEARANCE IS NOT REQUIRED IF STALL HAS A WALL HUNG WATER CLOSET AND THE STALL IS 62"X66" OR FOR FLOOR MOUNTED THE STALL IS 65"x66" OR GREATER

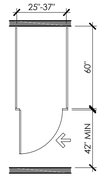
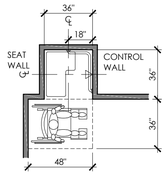
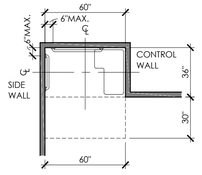


FIGURE 604.8.2
AMBULATORY
ACCESSIBLE
COMPARTMENT
PAGE 128



NOTE: INSIDE FINISHED DIMENSIONS
MEASURED AT THE CENTER POINTS
OF OPPOSING SIDES

FIGURE 608.2.1 [608.3.1]
TRANSFER TYPE SHOWER
COMPARTMENT SIZE AND
CLEARANCE
PAGES 134 AND 136



NOTE: INSIDE FINISHED DIMENSIONS
MEASURED AT THE CENTER POINTS
OF OPPOSING SIDES

FIGURE 608.2.2 [608.3.2(b)]
STANDARD ROLL-IN TYPE
SHOWER COMPARTMENT SIZE
AND CLEARANCE
PAGES 135 AND 136

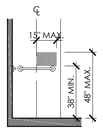
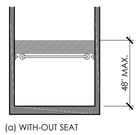
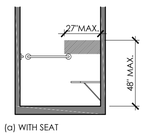


FIGURE 608.5.1
TRANSFER TYPE SHOWER
COMPARTMENT CONTROL
LOCATION
PAGE 137

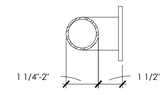


(a) WITH-OUT SEAT

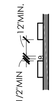


(a) WITH SEAT

FIGURE 608.5.2
STANDARD ROLL-IN TYPE SHOWER COMPARTMENT
CONTROL LOCATION
PAGE 138



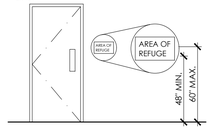
609 GRAB BARS
609.2.1 CIRCULAR CROSS SECTION



(a)
PROJECTING OBJECTS

FIGURE 609.3
SPACING OF GRAB BARS
140

(b)
RECESSED OBJECTS



WHERE A SIGN IS PROVIDED AT
DOUBLE DOORS WITH ONE ACTIVE
LEAF, THE SIGN SHALL BE
LOCATED ON THE INACTIVE LEAF

FIGURE 703.4.1
HEIGHT OF TACTILE LETTERS ABOVE
FINISH FLOOR OR GROUND
PAGE 148

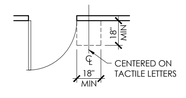


FIGURE 703.4.2
LOCATION OF TACTILE SIGNS
AT DOORS
PAGE 148

SPECIAL ACCESSIBILITY REQUIREMENTS:

1. DOOR HARDWARE: DOORS SHALL HAVE LEVER-OPERATED MECHANISMS, PUSH-TYPE MECHANISMS, OR U-SHAPED HANDLES. HANDLES, PULLS, LATCHES, LOCKS, AND OTHER OPERATING DEVICES ON ACCESSIBLE DOORS SHALL HAVE A SHAPE THAT IS EASY TO GRASP WITH ONE HAND AND DOES NOT REQUIRE TIGHT GRASPING, PINCHING, OR TWISTING OF THE WRIST TO OPERATE.
2. SLIDING DOORS, IF ANY, WHEN FULLY OPEN SHALL HAVE OPERATING HARDWARE EXPOSED AND USABLE FROM BOTH SIDES.
3. MOUNTING HEIGHT: HARDWARE REQUIRED FOR ACCESSIBLE DOOR PASSAGE SHALL BE MOUNTED NO HIGHER THAT 48" ABOVE FINISHED FLOOR. CLOSER OPERATION. THE SWEEP PERIOD OF A CLOSER SHALL BE ADJUSTED SO THAT FROM AN OPEN POSITION OF 70 DEGREES, THE DOOR WILL TAKE AT LEAST 3 SECONDS TO MOVE TO A POINT 3 FROM THE LATCH, MEASURED TO THE LEADING EDGE OF THE DOOR. THE MAXIMUM FORCE FOR PUSHING OR PULLING OPEN A DOOR SHALL BE AS FOLLOWS:
   A. EXTERIOR HINGED DOORS: NO REQUIREMENT
   B. INTERIOR HINGED DOORS: 5 LBF
   C. SLIDING OR FOLDING DOORS: 5 LBF
4. EXCEPT THAT FIRE DOORS SHALL HAVE THE MINIMUM OPENING FORCE ALLOWABLE BY THE APPROPRIATE ADMINISTRATIVE AUTHORITY. THESE FORCES DO NOT APPLY TO THE FORCE REQUIRED TO RETRACT LATCH BOLTS OR DISENGAGE OTHER DEVICES THAT MAY HOLD THE DOOR IN A CLOSED POSITION.
5. AUTOMATIC DOORS, IF ANY, SHALL COMPLY WITH ANSI /BHMA A156.10 1985, SLOWLY OPENING, LOW POWERED, AUTOMATIC DOORS SHALL COMPLY WITH ANSI A156.19 1984. SUCH DOORS SHALL NOT OPEN TO BACK CHECK FASTER THAN 3 SECONDS AND SHALL REQUIRE NO MORE THAN 15 LBF (66. CONTROLS AND OPERATING MECHANISMS:
6. HEIGHT: SWITCHES, THERMOSTATS, CONTROLS, DISPENSERS, RECEPTACLES, AND THE HIGHEST OPERABLE PART OF OTHER OPERABLE EQUIPMENT SHALL BE PLACED NO HIGHER THAT 48 ABOVE THE FLOOR AND WITHIN THE REACH RANGES REQUIRED BY THE TEXAS ACCESSIBILITY STANDARDS (TAS) RECEPTACLES OF ELECTRICAL AND COMMUNICATIONS SYSTEM ON WALLS SHALL BE MOUNTED NO LESS THAN 15 ABOVE THE FLOOR. EXCEPTION: THESE REQUIREMENTS DO NOT APPLY WHERE THE USE OF SPECIAL EQUIPMENT DICTATES OTHERWISE OR WHERE ELECTRICAL AND COMMUNICATIONS SYSTEMS RECEPTACLES ARE NOT NORMALLY INTENDED FOR USE BY BUILDING OCCUPANTS.
7. GRAB BARS:
   FLUSH CONTROLS SHALL BE HAND OPERATED OR AUTOMATIC. CONTROLS FOR FLUSH VALVES SHALL BE MOUNTED ON THE WIDE SIDE OF TOILET AREAS BELOW THE GRAB BAR.
8. OPERATION: CONTROLS AND OPERATING MECHANISMS SHALL BE OPERABLE WITH ONE HAND AND SHALL NOT REQUIRE TIGHT GRASPING, PINCHING, OR TWISTING OF THE WRIST. THE FORCE REQUIRED TO ACTIVATE CONTROLS SHALL BE NO GREATER THAN 5 LBF.
9. THE OUTSIDE DIAMETER OR WIDTH OF THE GRIPPING SURFACES OF A HANDRAIL OR GRAB BAR SHALL BE 1-1/4" TO 1-1/2", OR THE SHAPE SHALL PROVIDE AN EQUIVALENT GRIPPING SURFACE.
10. BENDING STRESS IN A GRAB BAR INDUCED BY THE MAXIMUM BENDING MOMENT FROM THE APPLICATION OF 250 LBF SHALL BE LESS THAN THE ALLOWABLE STRESS FOR THE MATERIAL OF THE GRAB BAR.
11. SHEAR STRESS INDUCED IN A GRAB BAR BY THE APPLICATION OF 250 LBF SHALL BE LESS THAN THE ALLOWABLE SHEAR STRESS FOR THE MATERIAL OF THE GRAB BAR.
12. SHEAR FORCE INDUCED IN A FASTENER OR MOUNTING DEVICE FROM THE APPLICATION OF 250 LBF SHALL BE LESS THAN THE ALLOWABLE LATERAL LOAD OF EITHER THE FASTENER OR MOUNTING DEVICE OR THE SUPPORTING STRUCTURE, WHICHEVER IS THE SMALLER ALLOWABLE LOAD.
13. TENSILE FORCE INDUCED IN A FASTENER BY A DIRECT TENSION FORCE OF 250 LBF PLUS THE MAXIMUM MOMENT FROM THE APPLICATION OF 250 LBF SHALL BE LESS THAN THE ALLOWABLE WITHDRAWAL LOAD BETWEEN THE FASTENER AND THE SUPPORTING STRUCTURE. ROTATION OF GRAB BARS WITHIN THEIR FITTINGS IS NOT ACCEPTABLE.
14. SHARP OR ABRASIVE ELEMENTS ARE NOT ACCEPTABLE FOR A HANDRAIL OR GRAB BAR FOR ANY WALL OR OTHER SURFACE ADJACENT TO IT. EDGES SHALL HAVE A MINIMUM RADIUS OF 1/8".
15. SIGNAGE: THE WIDTH-TO-EIGHTH RATIO OF LETTERS AND NUMBERS ON SIGNS SHALL BE BETWEEN 3:5 AND 1:1 WITH A STROKE-WIDTH-TO-EIGHTH RATIO BETWEEN 1:5 AND 1:10 USING AN UPPER-CASE "X" FOR MEASUREMENT. LOWER CASE LETTERS ARE PERMITTED.
16. OVERHEAD SIGN CHARACTERS AND NUMBERS SHALL BE SIZED ACCORDING TO THE VIEWING DISTANCE FROM WHICH THEY ARE TO BE READ. FOR SUSPENDED OR PROJECTED OVERHEAD SIGNS, THE MINIMUM CHARACTER HEIGHT IS 3".
17. BRAILLE CHARACTERS AND PICTORIAL SYMBOL SIGNS (PICTOGRAPHS) SHALL BE RAISED 1/32", UPPER CASE, SANS SERIF OR SIMPLE SERIF TYPE AND SHALL BE ACCOMPANIED WITH GRADE 2 BRAILLE. RAISED CHARACTERS SHALL BE AT LEAST 5/8" HIGH, BUT NO HIGHER THAN 2". PICTOGRAM.
18. FINISH: THE CHARACTERS AND BACKGROUND OF SIGNS SHALL BE EGGSHELL, MATTE, OR OTHER NON-GLARE FINISH. CHARACTERS AND SYMBOLS SHALL CONTRAST WITH THEIR BACKGROUND. PERMANENT IDENTIFICATION SIGNS PROVIDED FOR ROOMS AND SPACES SHALL BE INSTALLED ON THE WALL ADJACENT TO THE LATCH SIDE OF THE DOOR. WHERE THERE IS NO WALL SPACE TO THE LATCH SIDE OF THE DOOR, INCLUDING DOUBLE-LEAF DOORS, SIGNS SHALL BE PLACED ON THE NEAR SIDE.
19. MOUNTING LOCATION FOR SUCH SIGNAGE SHALL BE SO THAT A PERSON MAY APPROACH WITHIN 3" OF SIGNAGE WITHOUT ENCOUNTERING PROTRUDING OBJECTS OR STANDING WITHIN THE SWING OF A DOOR. TELEPHONES REQUIRED TO HAVE A VOLUME CONTROL BY 4.1.3(17)(B) SHALL BE IDENTIFIED BY A SIGN CONTAINING A DEPICTION OF A TELEPHONE HANDSET WITH RADIATING SOUND WAVES.
20. TEXT TELEPHONES SHALL BE IDENTIFIED BY THE INTERNATIONAL TDD SYMBOL, AND, IF A FACILITY HAS A PUBLIC TEXT TELEPHONE, DIRECTIONAL SIGNAGE INDICATING THE LOCATION OF THE NEAREST TEXT TELEPHONE SHALL BE PLACED ADJACENT TO ALL BANKS OF TELEPHONES.
21. ACCESSIBLE PARKING SPACE SIGNS SHALL BE DESIGNATED AS RESERVED BY A VERTICALLY MOUNTED OR SUSPENDED SIGN SHOWING THE SYMBOL OF ACCESSIBILITY.
22. VAN ACCESSIBLE SPACES SHALL HAVE AN ADDITIONAL SIGN MOUNTED BELOW THE SYMBOL OF ACCESSIBILITY.
23. CHARACTERS AND SYMBOLS ON SUCH SIGNS SHALL BE LOCATED 60 MINIMUM ABOVE THE GROUND, FLOOR, OR PAVING SURFACE SO THEY CANNOT BE OBSCURED BY A VEHICLE PARKED IN THE SPACE.

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REGISTERED LANDSCAPE ARCHITECT ALAN R. MAGEE 7028 STATE OF TEXAS

THE SEAL APPEARING
ON THIS DOCUMENT WAS
AUTHORIZED BY
ALAN R. MAGEE
TX NO. 7028
ON JUNE 16, 2022

06/16/22

Harrington Park Bond Improvements

City of Duncanville, Texas

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Issue Date: 06/16/22

TEXAS ACCESSIBILITY STANDARDS

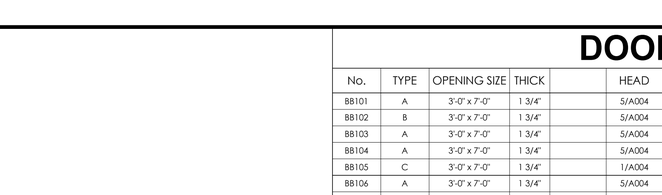
A002

Harrington Park Bond Improvements

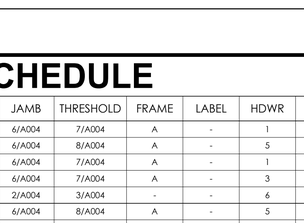
DOOR SCHEDULE

No.	TYPE	OPENING SIZE	THICK		HEAD	JAMB	JAMB	THRESHOLD	FRAME	LABEL	HDWR	No.	REMARKS
BB101	A	3'-0" x 7'-0"	1 3/4"		5/A004	6/A004	6/A004	7/A004	A	-	1	BB101	2
BB102	B	3'-0" x 7'-0"	1 3/4"		5/A004	6/A004	6/A004	8/A004	A	-	5	BB102	2
BB103	A	3'-0" x 7'-0"	1 3/4"		5/A004	6/A004	6/A004	7/A004	A	-	1	BB103	2
BB104	A	3'-0" x 7'-0"	1 3/4"		5/A004	6/A004	6/A004	7/A004	A	-	3	BB104	2, 3
BB105	C	3'-0" x 7'-0"	1 3/4"		1/A004	2/A004	2/A004	3/A004	-	-	6	BB105	1
BB106	A	3'-0" x 7'-0"	1 3/4"		5/A004	6/A004	6/A004	8/A004	A	-	5	BB106	2
SF101	NONE											SF101	
SF102	A	3'-0" x 7'-0"	1 3/4"		5/A004	6/A004	6/A004	7/A004	A	-	4	SF102	2
SF103	NONE											SF103	
SF104	A	3'-0" x 7'-0"	1 3/4"		5/A004	6/A004	6/A004	7/A004	A	-	4	SF104	2
SF105	B	3'-0" x 7'-0"	1 3/4"		5/A004	6/A004	6/A004	8/A004	A	-	5	SF105	2
SF106	A	3'-0" x 7'-0"	1 3/4"		5/A004	6/A004	6/A004	7/A004	A	-	3	SF106	2, 3
SF107	C	3'-0" x 7'-0"	1 3/4"		1/A004	2/A004	2/A004	3/A004	-	-	6	SF107	1
SF108	A	3'-0" x 7'-0"	1 3/4"		5/A004	6/A004	6/A004	8/A004	A	-	5	SF108	2

REMARKS:
1. REFER TO WINDOW TYPE 'A' FOR PASS-THRU SLIDING WINDOW AT COILING COUNTER DOOR.
2. PROVIDE CONDUIT FOR CARD READER.
3. PROVIDE DOOR VIEWER



1 DOOR TYPES
SCALE: 1/4" = 1'-0"



2 WINDOW TYPES
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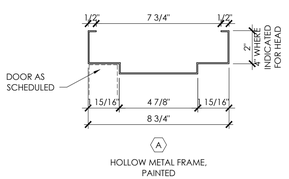
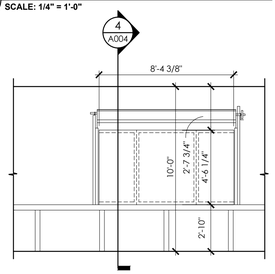


3 DOOR FRAME TYPES
SCALE: 3" = 1'-0"



4 COUNTER ELEVATION
SCALE: 1/4" = 1'-0"

ROOM FINISH SCHEDULE

NO.	ROOM NAME	FLOOR	BASE	WALLS N	WALLS E	WALLS S	WALLS W	CLG.	CLG. HT.	NO.	NOTES
BB101	WOMEN	CONC-1	-	PT-1	PT-1	PT-1	PT-1	PT-2	11'-4"	BB101	1
BB102	CHASE	CONC-1	-	PT-1	PT-1	PT-1	PT-1	PT-2	8'-0"	BB102	1
BB103	MEN	CONC-1	-	PT-1	PT-1	PT-1	PT-1	PT-2	11'-4"	BB103	1
BB104	STORAGE	CONC-1	-	PT-1	PT-1	PT-1	PT-1	PT-2	10'-8"	BB104	3
BB105	CONCESSION	CONC-1	-	PT-1	PT-1	PT-1	PT-1	ACT-1	10'-8"	BB105	3
BB106	ELECTRICAL ROOM	CONC-1	-	PT-1	PT-1	PT-1	PT-1	PT-2	11'-4"	BB106	1
SF101	VESTIBULE WOMEN	CONC-1	-	PT-1	PT-1	PT-1	PT-1	PT-2	11'-4"	SF101	2
SF102	WOMEN	CONC-1	-	PT-1	PT-1	PT-1	PT-1	PT-2	11'-4"	SF102	1
SF103	CHASE	CONC-1	-	PT-1	PT-1	PT-1	PT-1	PT-2	8'-0"	SF103	1
SF104	VESTIBULE MEN	CONC-1	-	PT-1	PT-1	PT-1	PT-1	PT-2	11'-4"	SF104	2
SF105	MEN	CONC-1	-	PT-1	PT-1	PT-1	PT-1	PT-2	11'-4"	SF105	1
SF106	STORAGE	CONC-1	-	PT-1	PT-1	PT-1	PT-1	PT-2	10'-8"	SF106	3
SF107	CONCESSION	CONC-1	-	PT-1	PT-1	PT-1	PT-1	AVT-1	10'-8"	SF107	3
SF108	ELECTRICAL ROOM	CONC-1	-	PT-1	PT-1	PT-1	PT-1	PT-2	11'-4"	SF108	1

FINISH SCHEDULE NOTES:

1. AT CEILING AND SOFFITS WHERE T1-11 PLYWOOD IS SPECIFIED, IT IS ACCEPTABLE TO SUBSTITUTE HARDI-BOARD PRODUCTS.
2. CEILINGS IN VESTIBULES ARE TO BE HARDI-BOARD TO MATCH EAVE SOFFITS.
3. SEE SHEET A401 FOR LAY-IN CEILING REQUIREMENTS.
4. PROVIDE BULL NOSE CORNER CMU UNITS AT DOORS AND OPENINGS.

ITEMS THAT ARE TO BE CONSIDERED FOR COLOR SELECTION BEYOND WHAT IS LISTED IN COLOR LEGEND ARE TO INCLUDE BUT ARE NOT LIMITED TO:

* GROUT
* SEALANTS
* ACOUSTICAL PANELS
* BULLETIN BOARD CASES
* FIRE EXTINGUISHER CABINETS
* FIRE EXIT SIGNAGE
* ROOM SIGNAGE

COLOR LEGEND

	MATERIAL	MANUFACTURER	COLOR / SIZE / SERIES
A. FLOOR			
1. CONC-1	SEALED CONCRETE	BEHR	WET LOOK SEALER NO. 985 HI-GLOSS
B. BASE			
1. NONE	-	-	-
C. WALLS			
1. PT-1	WATER BASE EPOXY PAINT	SHERWIN-WILLIAMS	ORIGAMI WHITE - SW 7636
2. ST-1	VENEER STONE	SAME AS EXTERIOR STONE	-
D. CEILING			
1. ACT-1	LAY-IN CEILING	CERTAINTEED	VINYLROCK - 24X24
2. PT-2	WATER BASE EPOXY PAINT	SHERWIN-WILLIAMS	TO BE SELECTED, ALLOW FOR ACCENT COLOR FOR TRIM
E. HOLLOW METAL DOORS			
1. PT-3	PAINT	SHERWIN-WILLIAMS	COLOR TO MATCH METAL ROOF
B. HOLLOW METAL FRAMES			
1. PT-4	PAINT	SHERWIN-WILLIAMS	COLOR TO MATCH METAL ROOF

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06/16/22

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City of Duncanville, Texas

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ROOM FINISH, DOOR AND FIXTURE SCHEDULES

A003

Harrington Park Bond Improvements

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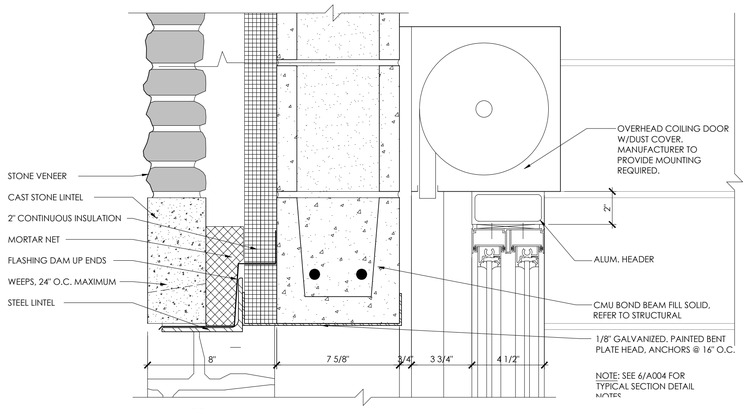
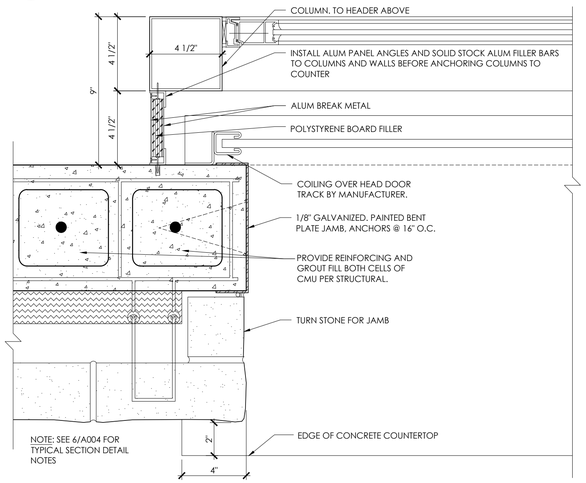
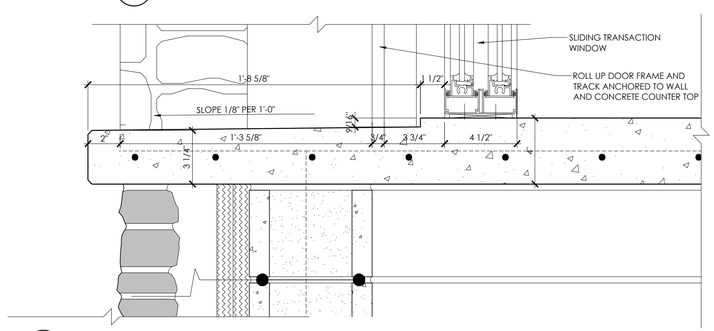


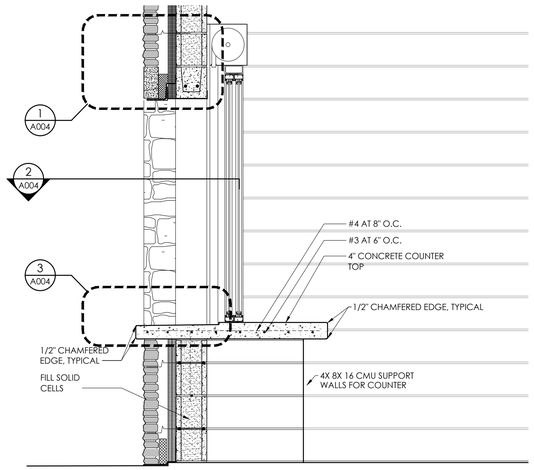
1 HEAD DETAIL
SCALE: 3" = 1'-0"



2 JAMB DETAIL
SCALE: 3" = 1'-0"

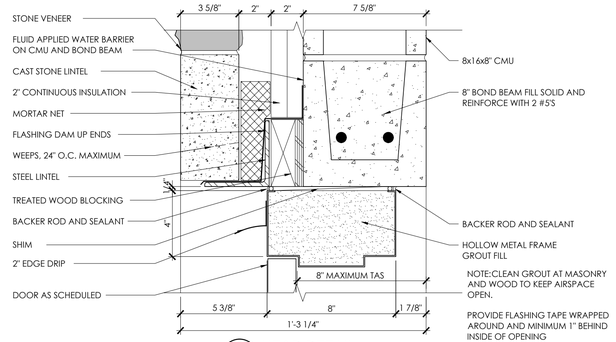


3 SILL DETAIL
SCALE: 3" = 1'-0"

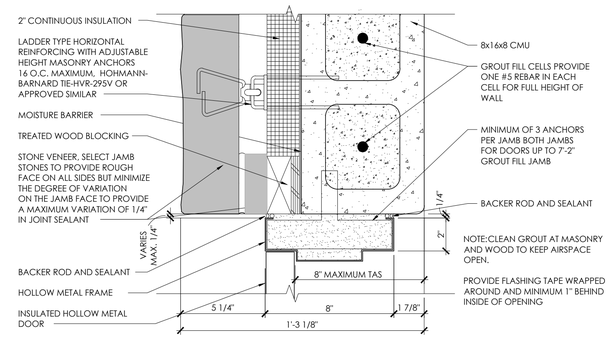


NOTE: PROVIDE GROMMETS IN CONCRETE COUNTER TOP FOR POS POWER AND DATA, COORDINATE LOCATIONS WITH OWNER

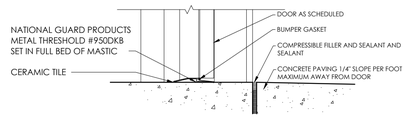
4 COUNTER SECTION
SCALE: 3/4" = 1'-0"



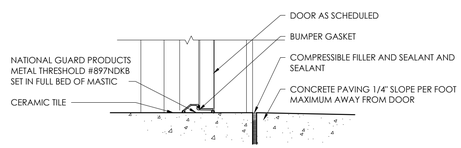
5 HEAD DETAIL
SCALE: 3" = 1'-0"



6 JAMB DETAIL
SCALE: 3" = 1'-0"



7 THRESHOLD DETAIL
SCALE: 1 1/2" = 1'-0"



8 THRESHOLD DETAIL
SCALE: 1 1/2" = 1'-0"

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City of Duncanville, Texas

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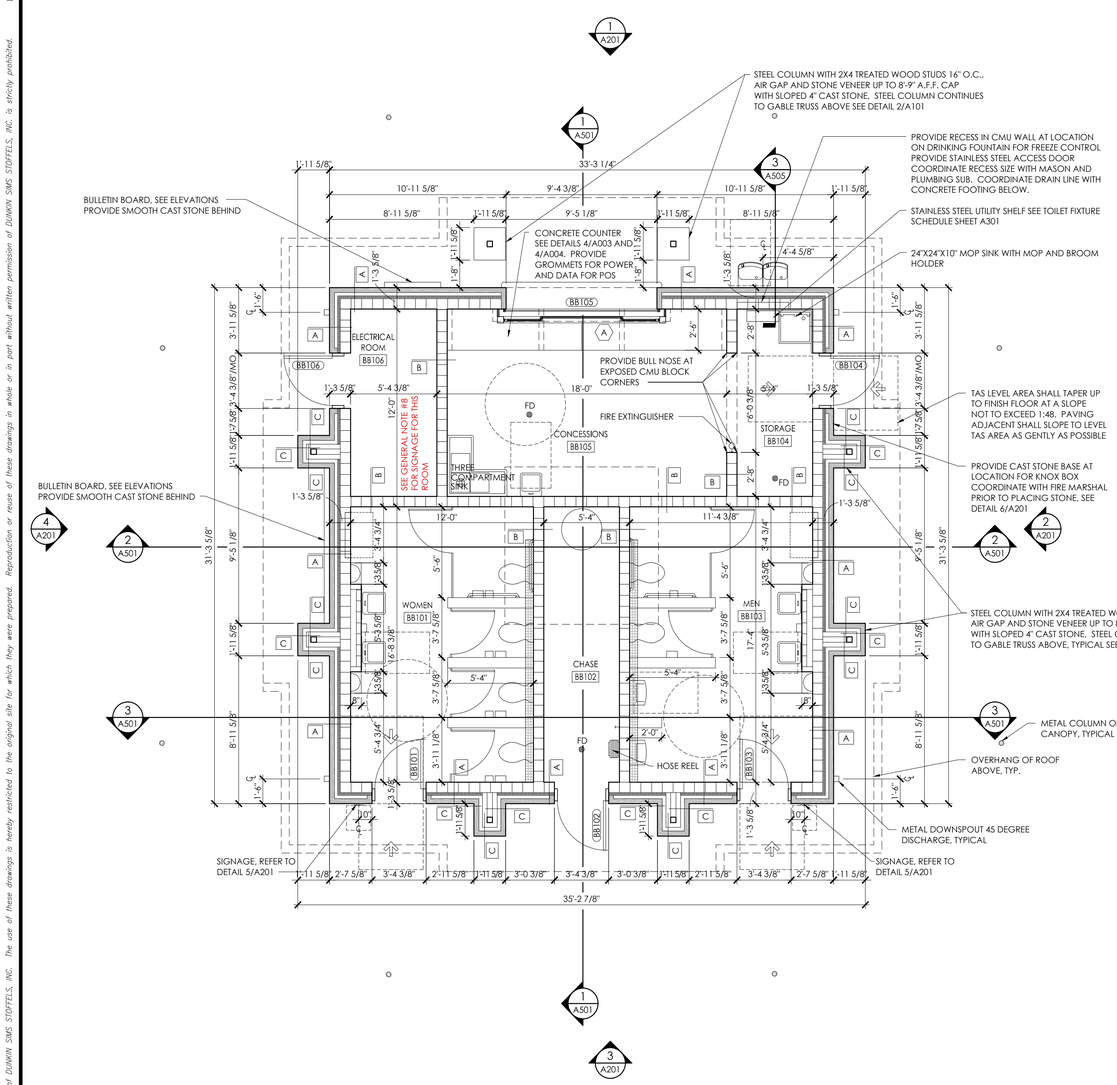
Revisions:

Issue Date: 06/16/22

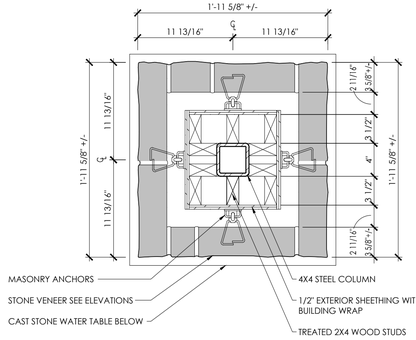
DOOR AND WINDOW DETAILS SECTION

A004

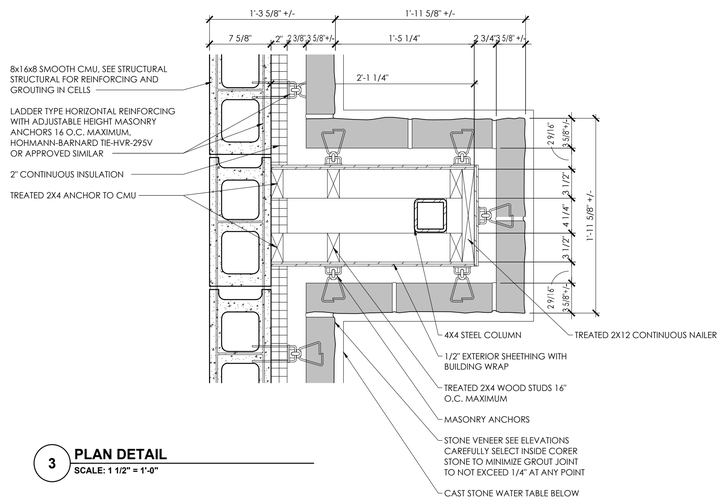


1 FLOOR PLAN - BASEBALL CONCESSION BUILDING
SCALE: 1/4" = 1'-0"

PLAN NORTH



2 PLAN DETAIL
SCALE: 1 1/2" = 1'-0"



3 PLAN DETAIL
SCALE: 1 1/2" = 1'-0"

GENERAL NOTES:

1. THIS IS NEW CONSTRUCTION AT AN EXISTING SITE AND ALL EFFORT HAS BEEN TAKEN TO ACCURATELY DEPICT SITE CONDITIONS. THE CONTRACTOR IS RESPONSIBLE FOR FIELD VERIFYING ALL CONDITIONS, DIMENSIONS, AND SPOT GRADES IN ORDER TO PROVIDE A COMPLETE JOB AND IN CONJUNCTION WITH HIS MEANS AND METHODS TO ACCOMPLISH HIS WORK.
2. GENERAL CONTRACTOR AND SUB-CONTRACTORS SHALL HOLD HARMLESS THE ARCHITECT, HIS CONSULTANTS, AND THE OWNER AGAINST LOSS, DAMAGES, LIABILITY, AND ANY EXPENSES ARISING IN ANY MANNER FROM THE WRONGFUL ACTS OR NEGLIGENCE OF THE CONTRACTOR OR THE SUB-CONTRACTORS AND THEIR RESPECTIVE EMPLOYEES.
3. GENERAL CONTRACTOR IS RESPONSIBLE FOR OBTAINING THE BUILDING PERMIT AND ENSURING THE CONSTRUCTION MEETS ALL CODE REQUIREMENTS.
4. ANY DISCREPANCIES SHOWN ON THE DRAWINGS THAT IMPACT THE WORK INTENDED SHALL BE IMMEDIATELY REPORTED TO THE ARCHITECT PRIOR TO CONSTRUCTION.
5. ALL WORK WILL BE COMPLETED IN A QUALITY, PROFESSIONAL MANNER AND COMPLETION OF THE WORK MUST BE ACCEPTABLE TO THE ARCHITECT FOR FINISH. IF THE WORK IS FOUND TO BE DEFICIENT, IT WILL BE NOTED BY THE ARCHITECT AND CORRECTED AT NO ADDITIONAL COST TO THE OWNER. THE OWNER HAS THE RIGHT TO ACCEPT WORK FOUND TO BE DEFICIENT BY THE ARCHITECT, NOT BY SUB-CONTRACTORS OR THE GENERAL CONTRACTOR. IF ANY ITEM IS DISCUSSED TO THE OWNER WITHOUT INCLUDING THE ARCHITECT, THE WORK MAY BE REJECTED AND REVISED AT NO COST IF DEEMED UNACCEPTABLE BY THE ARCHITECT.
6. THE WORK IS INTENDED TO INCLUDE ALL MATERIALS NECESSARY TO OPERATE AS INTENDED FOR THE WORK TO BE CONSIDERED COMPLETE REGARDLESS AS TO WHAT MAY BE UNDERSTOOD FROM THE DRAWINGS. FOR INSTANCE, A DOOR IN THE DRAWINGS DOES NOT DEPICT HINGES, A DOOR REQUIRES HINGES TO WORK PROPERLY.
7. GENERAL CONTRACTOR IS EXPECTED TO TAKE REASONABLE PRECAUTIONS TO PREVENT LOSS OF PROPERTY BY THEFT OR DAMAGE.
8. PROVIDE BULL NOSE CORNER CMU UNITS AT DOORS.
9. PROVIDE SIGNAGE ON DOOR TO ROOM BB106 ELECTRICAL TO MEET CITY'S FIRE IDENTIFICATION SIGNAGE REQUIREMENTS SIGN SHALL BE 0.080 ALUMINUM SHEET WITH 3/4" RADIUS CORNERS. SIGN SHALL BE TRAFFIC RED WITH 2" REFLECTIVE WHITE LETTERS MECHANICALLY ATTACHED TO DOOR. SIGN TO READ "ELECTRICAL ROOM", "NO STORAGE IN THIS ROOM" AND "MAIN ELECTRICAL DISCONNECT" SHALL BE PROVIDED INSIDE ROOM AS WELL AS ANY ADDITIONAL SIGNS AS REQUIRED BY THE FIRE MARSHAL.

PIER NOTE:

1. DESIGN INTENT FOR THE BASEBALL CONCESSION BUILDING IS STRAIGHT SHAFT PIERS REFER TO STRUCTURAL DRAWINGS

WALL TYPES LEGEND

- A — EXTERIOR WALL - 8X16X8 CMU, PAINT INTERIOR FACE AS SCHEDULED, PROVIDE ELASTOMERIC COATING ON EXTERIOR FACE, 2" RIGID INSULATION AIR GAP AND NOMINAL 4" STONE VENEER
- B — INTERIOR WALL - 8X16X8 CMU PAINT AS SCHEDULED
- C — EXTERIOR WALL - 2X4 TREATED WOOD WITH 1/2" EXTERIOR SHEATHING AIR GAP AND NOMINAL 4" STONE VENEER
- FIRE EXTINGUISHER , VERIFY AND COORDINATE REQUIRED NUMBER AND LOCATION WITH FIRE MARSHAL

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06/16/22

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FLOOR PLAN - BASEBALL CONCESSION BUILDING

A101

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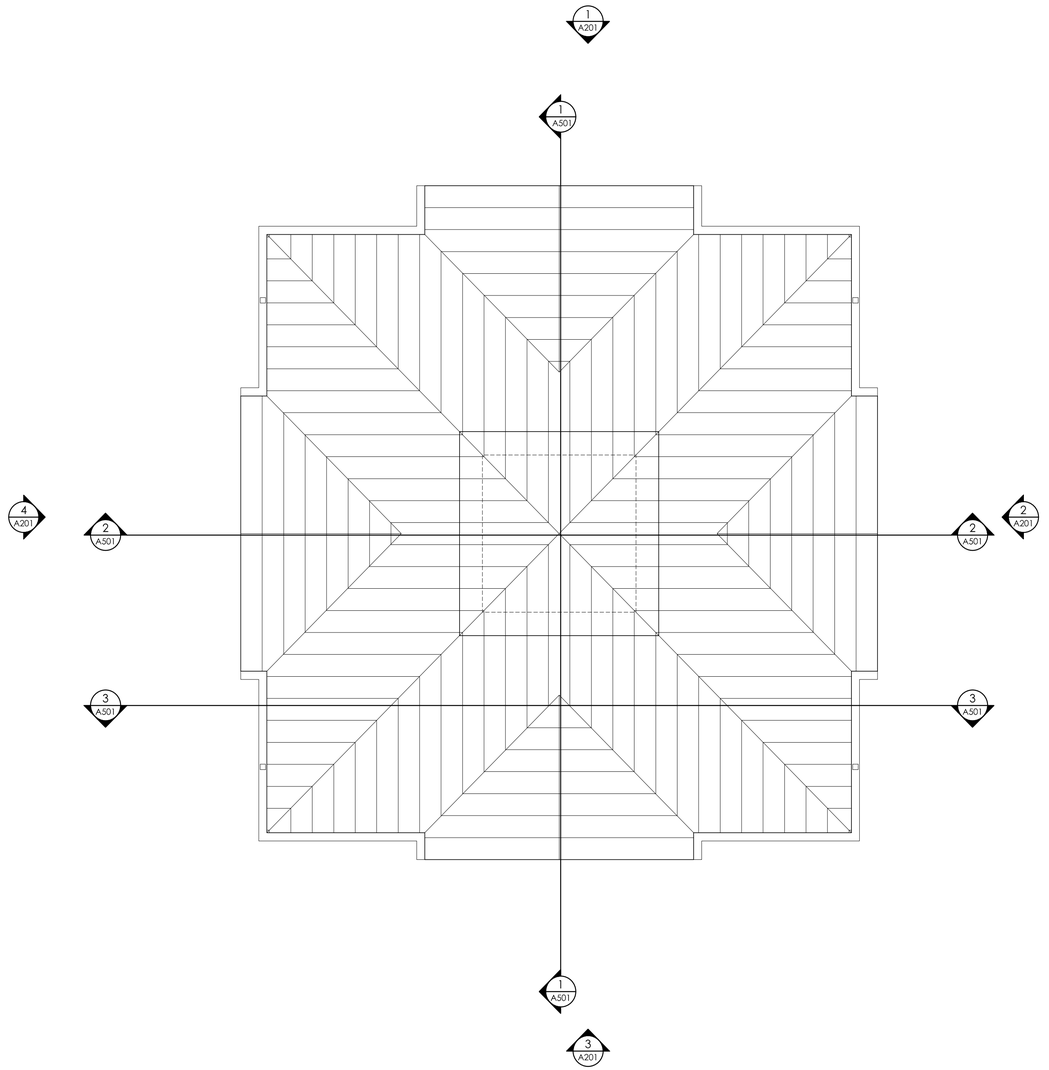

1 **ROOF PLAN - BASEBALL CONCESSION BUILDING**
SCALE: 1/4 = 1'-0"

PLAN NORTH

ROOF NOTES:

1. ROOF SYSTEM DESIGN REQUIREMENTS TO WITHSTAND LIVE AND DEAD LOADS IN ACCORDANCE WITH LOCAL JURISDICTIONS BUILDING CODE REQUIREMENTS.
2. SEE STRUCTURAL DRAWINGS FOR ROOF FRAMING PLAN AND DETAILS.
3. PROVIDE 24 GA. G90 GALVANIZED PREFINISHED METAL FASCIA OVER 2X TREATED WOOD, TYPICAL.
4. UNDERLAYMENT SHALL BE TAMKO TW METAL AND TILE UNDERLAYMENT, ASTM D1970, FIBERGLASS REINFORCED, SELF-ADHERING RUBBERIZED ASPHALT SHEET MEMBRANE.
5. ROOF SLOPE SHALL BE AS INDICATED ON ELEVATIONS ON A201.SHEETS AND A202
6. INSTALL EAVE TRIM, VALLEY TRIM AND INSIDE CLOSURE PRIOR TO PANEL INSTALLATION.
7. INSTALL FLASHINGS AT PENETRATIONS AND AT EAVES AND GABLES PRIOR TO FULL PANEL INSTALLATION.

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Revisions:

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ROOF PLAN - BASEBALL CONCESSION BUILDING

A102

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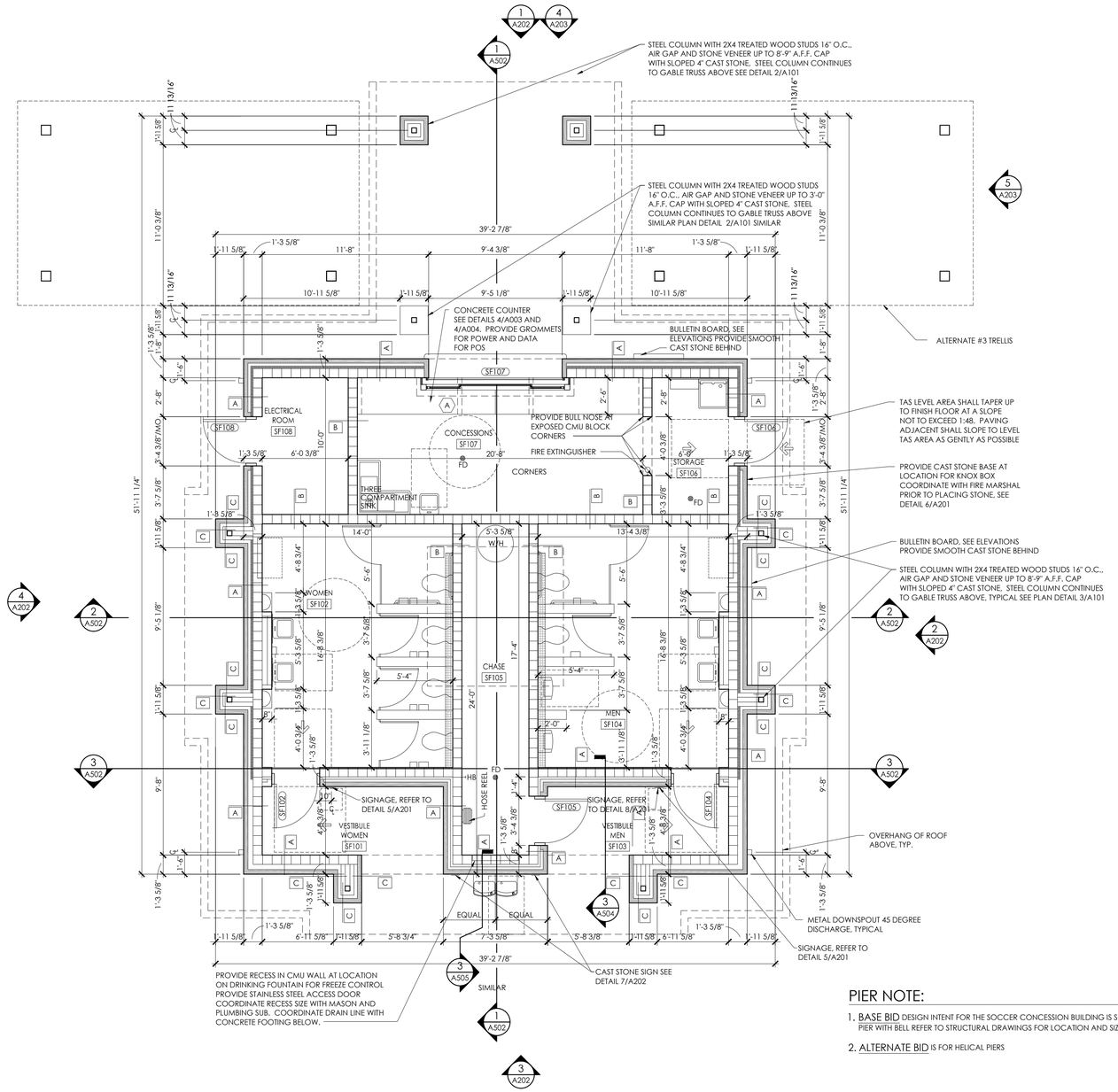

GENERAL NOTES:

1. THIS IS NEW CONSTRUCTION AT AN EXISTING SITE AND ALL EFFORT HAS BEEN TAKEN TO ACCURATELY DEPICT SITE CONDITIONS. THE CONTRACTOR IS RESPONSIBLE FOR FIELD VERIFYING ALL CONDITIONS, DIMENSIONS, AND SPOT GRADES IN ORDER TO PROVIDE A COMPLETE JOB AND IN CONJUNCTION WITH HIS MEANS AND METHODS TO ACCOMPLISH HIS WORK.
2. GENERAL CONTRACTOR AND SUB-CONTRACTORS SHALL HOLD HARMLESS THE ARCHITECT, HIS CONSULTANTS, AND THE OWNER AGAINST LOSS, DAMAGES, LIABILITY, AND ANY EXPENSES ARISING IN ANY MANNER FROM THE WRONGFUL ACTS OR NEGLIGENCE OF THE CONTRACTOR OR THE SUB-CONTRACTORS AND THEIR RESPECTIVE EMPLOYEES.
3. GENERAL CONTRACTOR IS RESPONSIBLE FOR OBTAINING THE BUILDING PERMIT AND ENSURING THE CONSTRUCTION MEETS ALL CODE REQUIREMENTS.
4. ANY DISCREPANCIES SHOWN ON THE DRAWINGS THAT IMPACT THE WORK INTENDED SHALL BE IMMEDIATELY REPORTED TO THE ARCHITECT PRIOR TO CONSTRUCTION.
5. ALL WORK WILL BE COMPLETED IN A QUALITY, PROFESSIONAL MANNER AND COMPLETION OF THE WORK MUST BE ACCEPTABLE TO THE ARCHITECT FOR FINISH. IF THE WORK IS FOUND TO BE DEFICIENT, IT WILL BE NOTED BY THE ARCHITECT AND CORRECTED AT NO ADDITIONAL COST TO THE OWNER. THE OWNER HAS THE RIGHT TO ACCEPT WORK FOUND TO BE DEFICIENT BY THE ARCHITECT, NOT BY SUB-CONTRACTORS OR THE GENERAL CONTRACTOR. IF ANY ITEM IS DISCUSSED TO THE OWNER WITHOUT INCLUDING THE ARCHITECT, THE WORK MAY BE REJECTED AND REVISED AT NO COST IF DEEMED UNACCEPTABLE BY THE ARCHITECT.
6. THE WORK IS INTENDED TO INCLUDE ALL MATERIALS NECESSARY TO OPERATE AS INTENDED FOR THE WORK TO BE CONSIDERED COMPLETE REGARDLESS AS TO WHAT MAY BE UNDERSTOOD FROM THE DRAWINGS. FOR INSTANCE. A DOOR IN THE DRAWINGS DOES NOT DEPICT HINGES, A DOOR REQUIRES HINGES TO WORK PROPERLY.
7. GENERAL CONTRACTOR IS EXPECTED TO TAKE REASONABLE PRECAUTIONS TO PREVENT LOSS OF PROPERTY BY THEFT OR DAMAGE.
8. PROVIDE BULL NOSE CORNER CMU UNITS AT DOORS.
9. PROVIDE SIGNAGE ON DOOR TO ROOM SF108 ELECTRICAL TO MEET CITY'S FIRE IDENTIFICATION SIGNAGE REQUIREMENTS SIGN SHALL BE 0.080 ALUMINUM SHEET WITH 3/4" RADIUS CORNERS. SIGN SHALL BE TRAFFIC RED WITH 2" REFLECTIVE WHITE LETTERS MECHANICALLY ATTACHED TO DOOR. SIGN TO READ "ELECTRICAL ROOM". "NO STORAGE IN THIS ROOM" AND "MAIN ELECTRICAL DISCONNECT" SHALL BE PROVIDED INSIDE ROOM AS WELL AS ANY ADDITIONAL SIGNS AS REQUIRED BY THE FIRE MARSHAL.

PIER NOTE:

1. BASE BID DESIGN INTENT FOR THE SOCCER CONCESSION BUILDING IS SHAFT PIER WITH BELL REFER TO STRUCTURAL DRAWINGS FOR LOCATION AND SIZING
2. ALTERNATE BID IS FOR HELICAL PIERS

WALL TYPES LEGEND

- A — EXTERIOR WALL - 8X16X8 CMU, PAINT INTERIOR FACE AS SCHEDULED, PROVIDE ELASTOMERIC COATING ON EXTERIOR FACE, 2" RIGID INSULATION AIR GAP AND NOMINAL 4" STONE VENEER
- B — INTERIOR WALL - 8X16X8 CMU PAINT AS SCHEDULED
- C — EXTERIOR WALL - 2X4 TREATED WOOD WITH 1/2" EXTERIOR SHEATHING AIR GAP AND NOMINAL 4" STONE VENEER
- ♀ — FIRE EXTINGUISHER , VERIFY AND COORDINATE REQUIRED NUMBER AND LOCATION WITH FIRE MARSHAL

1 FLOOR PLAN - SOCCER CONCESSION BUILDING
SCALE: 1/4" = 1'-0"

PLAN NORTH

MAGEE ARCHITECTS , L . P.
DESIGNERS • PLANNERS • INTERIORS

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622 West State Street
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REGISTERED ARCHITECT ALAN R. MAGEE 7028 STATE OF TEXAS

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06/16/22

Harrington Park Bond Improvements

City of Duncanville, Texas

Duncanville City of Champions

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Revisions:

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FLOOR PLAN - SOCCER CONCESSION BUILDING

A103

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Harrington Park Bond Improvements

Agenda Item #4.D.

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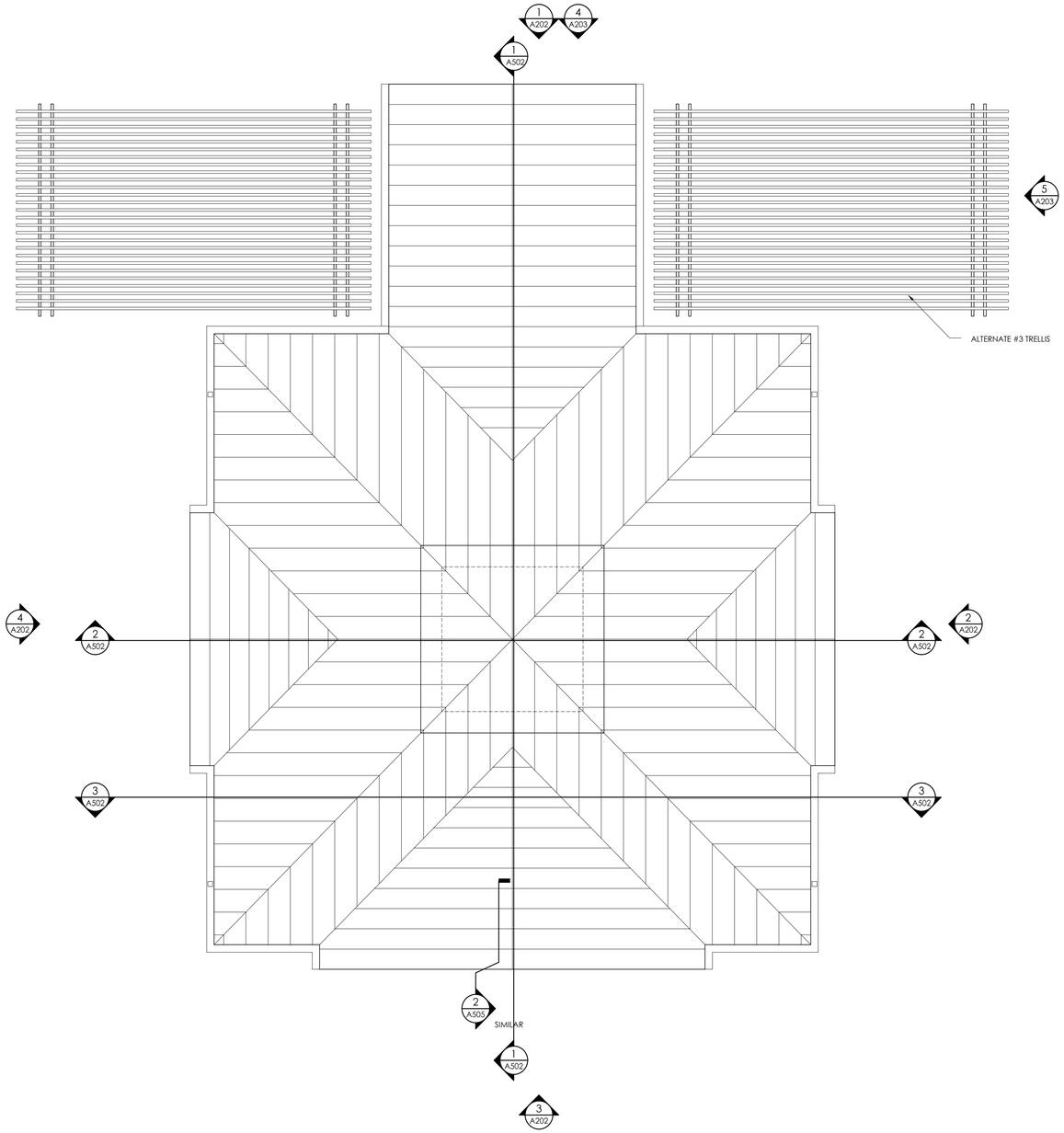

1 **ROOF PLAN - SOCCER CONCESSION BUILDING**
SCALE: 1/4 = 1'-0"

PLAN NORTH

ROOF NOTES:

1. ROOF SYSTEM DESIGN REQUIREMENTS TO WITHSTAND LIVE AND DEAD LOADS IN ACCORDANCE WITH LOCAL JURISDICTIONS BUILDING CODE REQUIREMENTS.
2. SEE STRUCTURAL DRAWINGS FOR ROOF FRAMING PLAN AND DETAILS.
3. PROVIDE 24 GA. G90 GALVANIZED PREFINISHED METAL FASCIA OVER 2X TREATED WOOD, TYPICAL.
4. UNDERLAYMENT SHALL BE TAMKO TW METAL AND TILE UNDERLAYMENT, ASTM D1970, FIBERGLASS REINFORCED, SELF-ADHERING RUBBERIZED ASPHALT SHEET MEMBRANE.
5. ROOF SLOPE SHALL BE AS INDICATED ON ELEVATIONS ON A201.SHEETS AND A202
6. INSTALL EAVE TRIM, VALLEY TRIM AND INSIDE CLOSURE PRIOR TO PANEL INSTALLATION.
7. INSTALL FLASHINGS AT PENETRATIONS AND AT EAVES AND GABLES PRIOR TO FULL PANEL INSTALLATION.

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ROOF PLAN - SOCCER CONCESSION BUILDING

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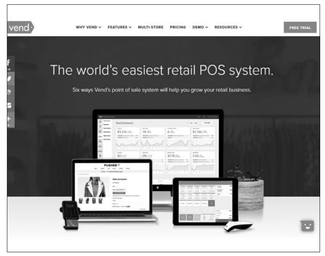
1 TRUE-DOUBLE GLASS SLIDING DOOR REFRIGERATOR

2 UNDERCOUNTER FREEZER - DEDICATED OUTLET

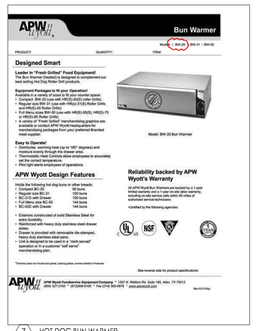


3 POINT OF SALE SYSTEM

4 BUNN COFFEE/TEA MAKER

5 POPCORN POPPER - POPPER ONLY NO STAND

6 HOT DOG ROLLER GRILL



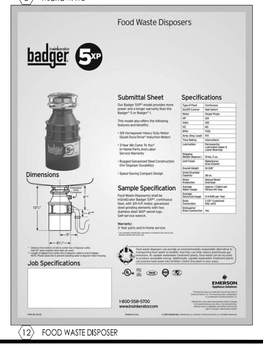
7 HOT DOG BUN WARMER

8 MICROWAVE

9 HOT FOOD MERCHANDISER

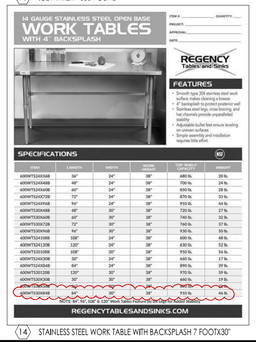
10 ICE MAKER - 600 POUND

11 THREE COMPARTMENT SINK

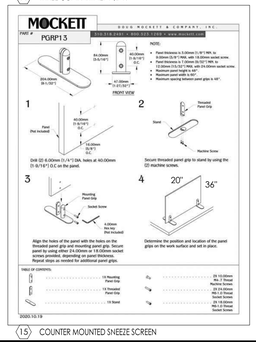


12 FOOD WASTE DISPOSER

13 WIRE SHELVING - SEE PLAN FOR SIZE

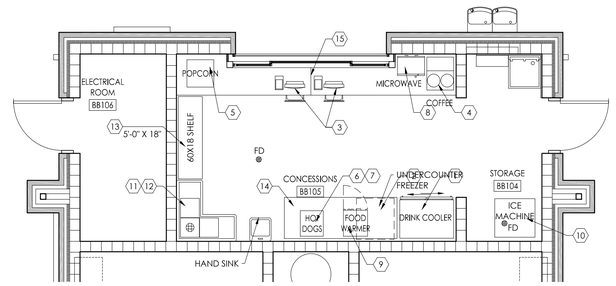


14 STAINLESS STEEL WORK TABLE WITH BACKSPLASH 7 FOOTX30"

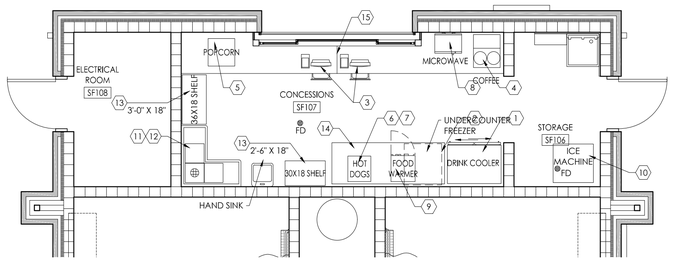


15 COUNTER MOUNTED SNEEZE SCREEN

NOTE:
THIS SHEET IS PROVIDED FOR COORDINATION WITH OWNER SUPPLIED AND OWNER INSTALLED EQUIPMENT. EQUIPMENT SHOWN ON THIS SHEET IS TYPICAL AND SHALL BE VERIFIED WITH OWNER'S LIST OF EQUIPMENT PRIOR TO PROCEEDING WITH ANY CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING ALL EQUIPMENT WITH THE OWNER FOR REQUIREMENTS INCLUDING BUT NOT LIMITED TO POWER, SPACE, DATA, AND WATER SUPPLY AND DRAINAGE.



1 FLOOR PLAN - BASEBALL CONCESSION BUILDING
SCALE: 1/4" = 1'-0"



2 FLOOR PLAN - SOCCER CONCESSION BUILDING
SCALE: 1/4" = 1'-0"

PLAN NORTH

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06/16/22

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City of Duncanville, Texas

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Revisions:

Issue Date: 06/16/22

CONCESSION EQUIPMENT BASEBALL & SOCCER

A105

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1706-19 A105.dwg

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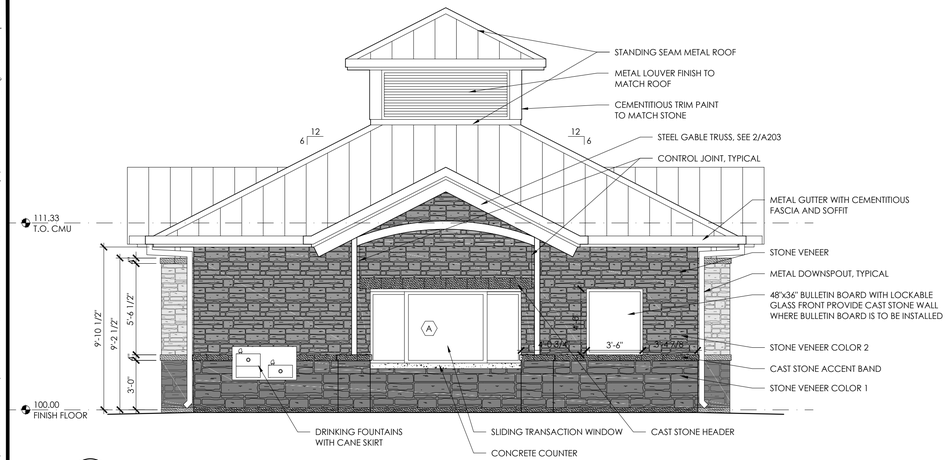
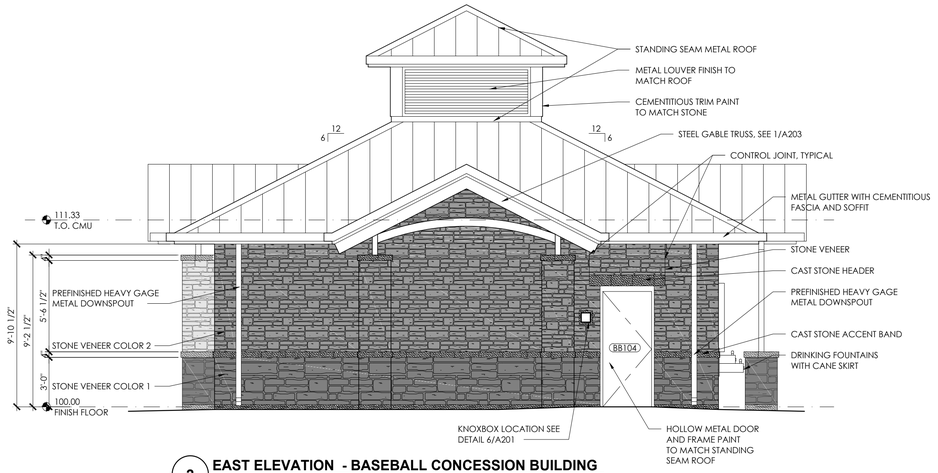
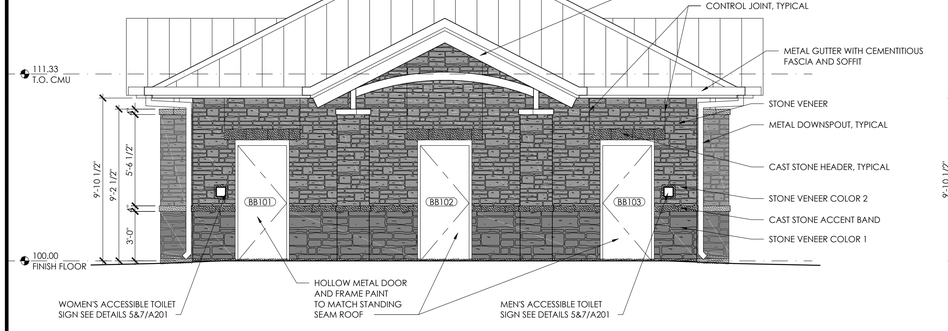


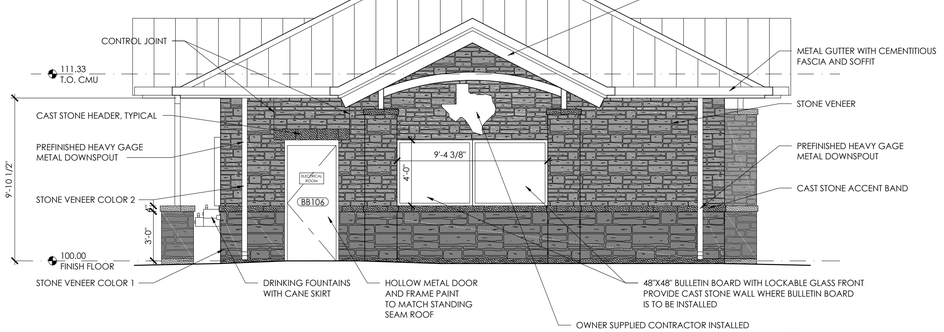
1 NORTH ELEVATION - BASEBALL CONCESSION BUILDING
SCALE: 1/4" = 1'-0"



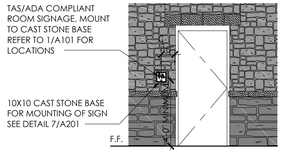
2 EAST ELEVATION - BASEBALL CONCESSION BUILDING
SCALE: 1/4" = 1'-0"



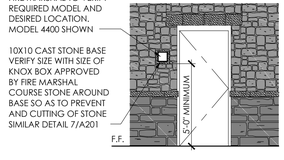
3 SOUTH ELEVATION - BASEBALL CONCESSION BUILDING
SCALE: 1/4" = 1'-0"



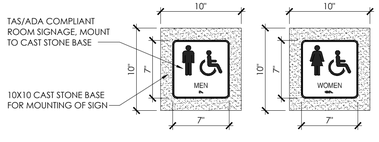
4 WEST ELEVATION - BASEBALL CONCESSION BUILDING
SCALE: 1/4" = 1'-0"



5 SIGNAGE MOUNTING DETAIL
SCALE: 1/4" = 1'-0"



6 KNOX BOX DETAIL
SCALE: 1/4" = 1'-0"



7 SIGNAGE DETAIL
SCALE: 1 1/2" = 1'-0"

MATERIALS LEGEND

- STONE VENEER #1 - TBD
- STONE VENEER #2 - TBD
- CAST STONE
- STANDING SEAM METAL ROOF - COLOR

COLOR NOTES:

1. METAL FASCIA TRIM PREFINISHED TO MATCH COLOR OF ROOF.
2. BULLETIN BOARD FRAMES FINISHED TO MATCH COLOR OF ROOF.
3. TRANSACTION WINDOW TO BE CLEAR ANODIZED ALUMINUM FINISH
4. ROLL UP SECURITY DOOR TO BE CLEAR ANODIZED ALUMINUM FINISH

GENERAL ELEVATION NOTES:

1. STONE IS TO BE RANDOM. PROVIDE SOLID CAST STONE MASONRY ACCENT BANDS AT LOCATIONS INDICATED.
2. PROVIDE CAST ALUMINUM VENT COVERS ON ROOF AND WALL VENTS. CUSTOM SIZES TO ACCOMMODATE SIZE OF VENTS. PRE-FINISHED, COLOR TO MATCH ADJACENT FINISH MATERIAL
3. PRE-FINISHED METAL FLASHING COLOR TO BE SELECTED BY THE ARCHITECT AFTER THE STONE SAMPLE IS SELECTED.
4. PROVIDE SEALANT AND BACKER ROD AT WALL MATERIAL TRANSITIONS.
5. MORTAR COLOR SHALL MATCH COLOR OF ADJACENT STONE.

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Issue Date: 06/16/22

BASEBALL CONCESSION EXTERIOR ELEVATIONS

A201

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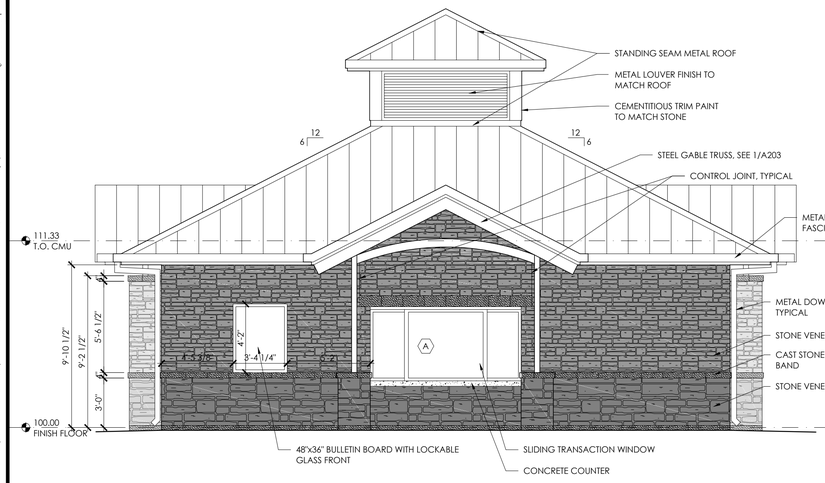
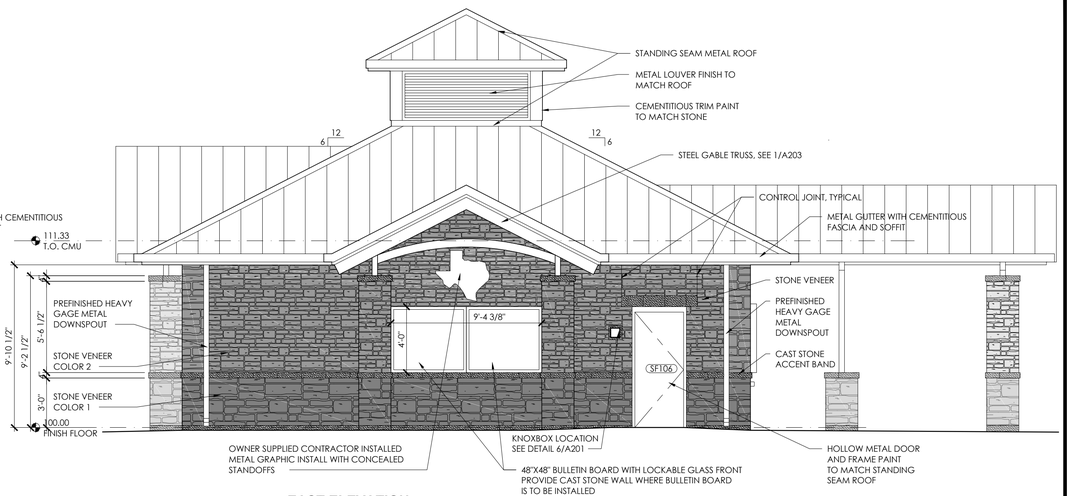
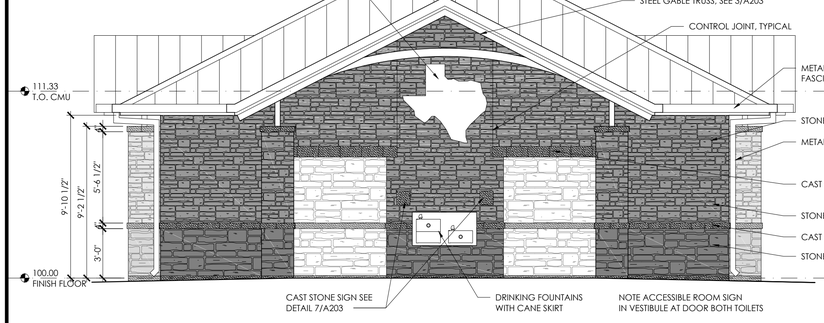


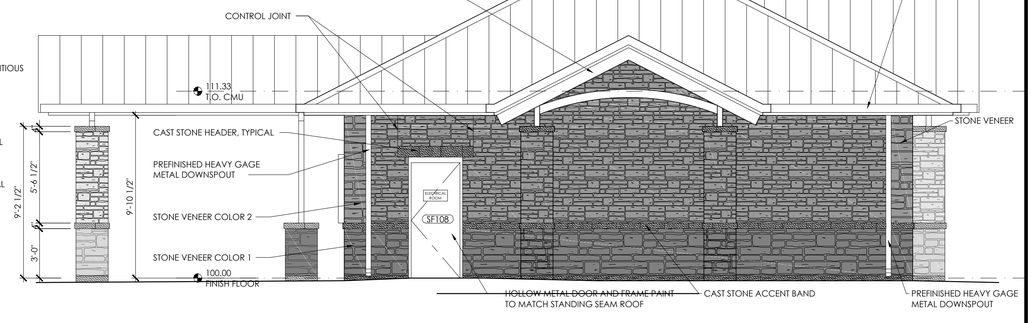
1 NORTH ELEVATION SOCCER CONCESSION BUILDING
SCALE: 1/4" = 1'-0"



2 EAST ELEVATION SOCCER CONCESSION BUILDING
SCALE: 1/4" = 1'-0"



3 SOUTH ELEVATION SOCCER CONCESSION BUILDING
SCALE: 1/4" = 1'-0"



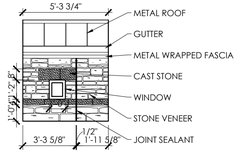
4 WEST ELEVATION SOCCER CONCESSION BUILDING
SCALE: 1/4" = 1'-0"

MATERIALS LEGEND

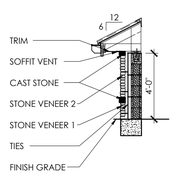
- STONE VENEER #1 - TBD
- STONE VENEER #2 - TBD
- CAST STONE
- STANDING SEAM METAL ROOF - COLOR

COLOR NOTES:

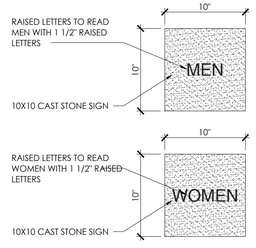
1. METAL FASCIA TRIM PREFINISHED TO MATCH COLOR OF ROOF.
2. BULLETIN BOARD FRAMES FINISHED TO MATCH COLOR OF ROOF.
3. TRANSACTION WINDOW TO BE CLEAR ANODIZED ALUMINUM FINISH
4. ROLL UP SECURITY DOOR TO BE CLEAR ANODIZED ALUMINUM FINISH



5 MOCKUP WALL ELEVATION
SCALE: 1/4" = 1'-0"



6 MOCKUP WALL SECTION
SCALE: 1/4" = 1'-0"



7 CAST STONE RESTROOM SIGNS
SCALE: 1 1/2" = 1'-0"

GENERAL ELEVATION NOTES:

1. STONE IS TO BE RANDOM. PROVIDE SOLID CAST STONE MASONRY ACCENT BANDS AT LOCATIONS INDICATED.
2. PROVIDE CAST ALUMINUM VENT COVERS ON ROOF AND WALL VENTS. CUSTOM SIZES TO ACCOMMODATE SIZE OF VENTS. PRE-FINISHED, COLOR TO MATCH ADJACENT FINISH MATERIAL
3. PRE-FINISHED METAL FLASHING COLOR TO BE SELECTED BY THE ARCHITECT AFTER THE STONE SAMPLE IS SELECTED.
4. PROVIDE SEALANT AND BACKER ROD AT WALL MATERIAL TRANSITIONS.
5. MORTAR COLOR SHALL MATCH COLOR OF ADJACENT STONE.

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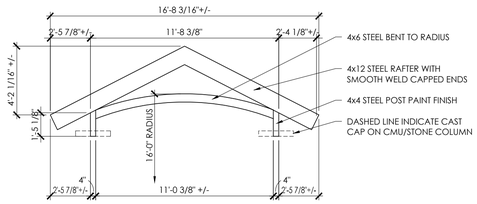
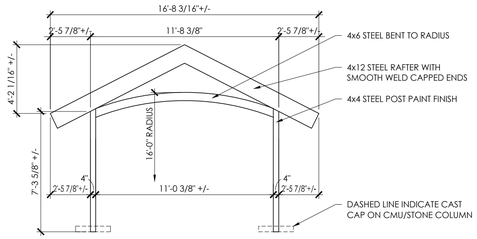
SOCCER CONCESSION EXTERIOR ELEVATIONS

A202



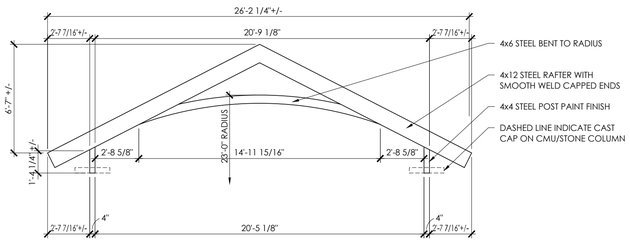
TRUSS TO BE PAINTED TO MATCH METAL ROOF

1 TYPICAL GABLE TRUSS
SCALE: 1/4" = 1'-0"



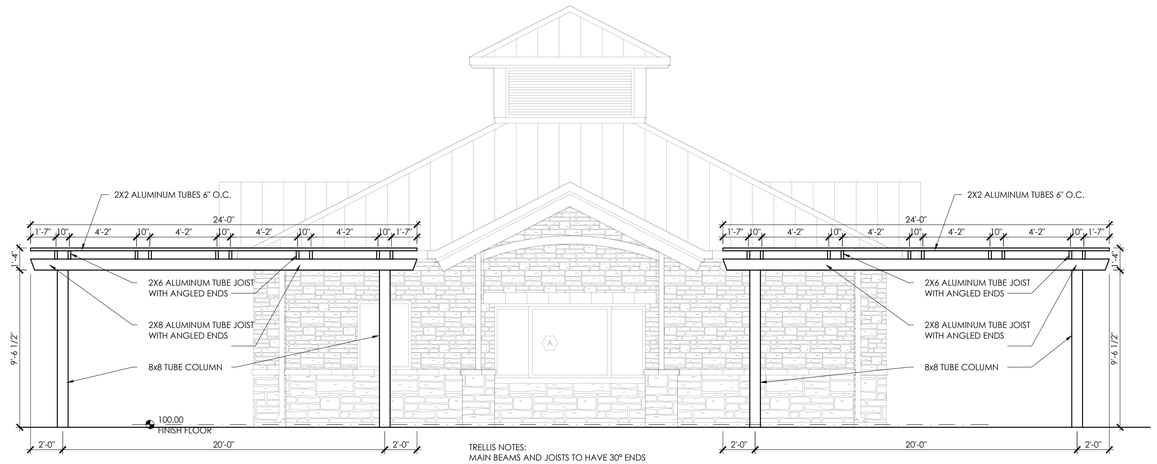
TRUSS TO BE PAINTED TO MATCH METAL ROOF

2 CONCESSION WINDOW GABLE TRUSS
SCALE: 1/4" = 1'-0"

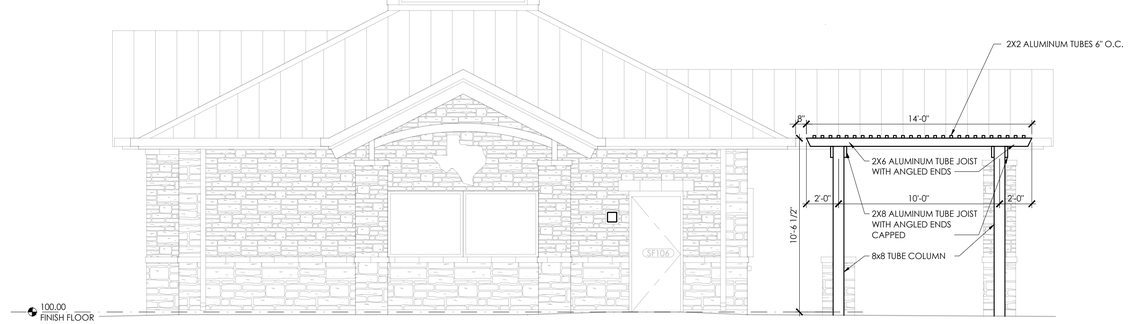


TRUSS TO BE PAINTED TO MATCH METAL ROOF

3 SOCCER CONCESSION BUILDING RESTROOM TRUSS
SCALE: 1/4" = 1'-0"



4 NORTH ELEVATION - SOCCER CONCESSION BUILDING - ALTERNATE #3 TRELLIS
SCALE: 1/4" = 1'-0"



5 EAST ELEVATION- SOCCER CONCESSION BUILDING - ALTERNATE #3 TRELLIS
SCALE: 1/4" = 1'-0"

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ALT #3 SOCCER CONCESSION TRELLIS

A203

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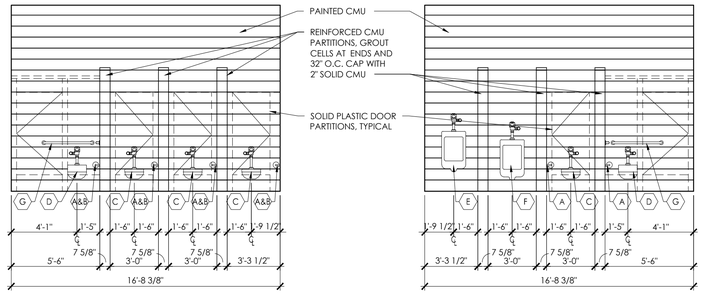
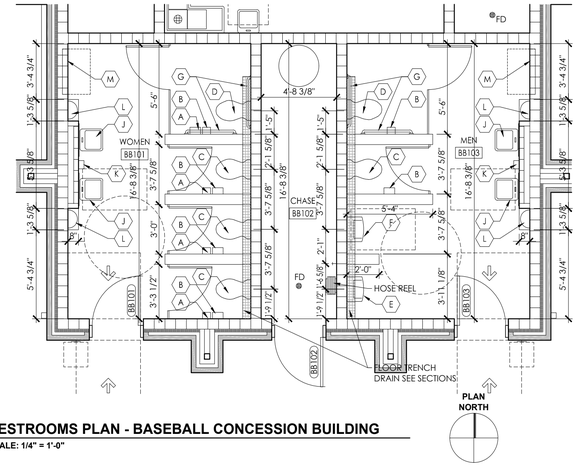
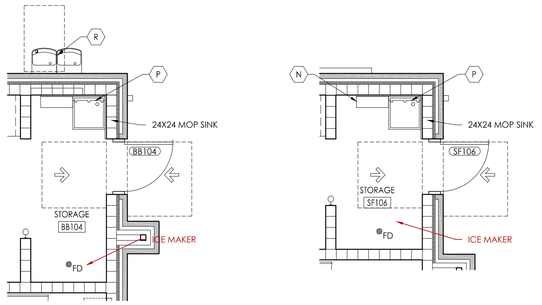


1 INTERIOR ELEVATION WOMEN RESTROOM
SCALE: 1/4" = 1'-0"

2 INTERIOR ELEVATION MEN RESTROOM
SCALE: 1/4" = 1'-0"

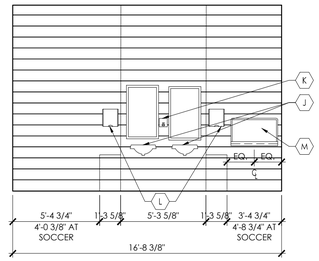


3 RESTROOMS PLAN - BASEBALL CONCESSION BUILDING
SCALE: 1/4" = 1'-0"

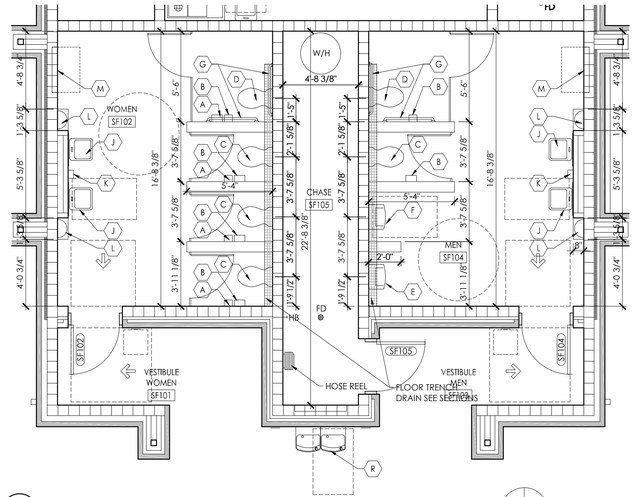


4 STORAGE BB104
SCALE: 1/4" = 1'-0"

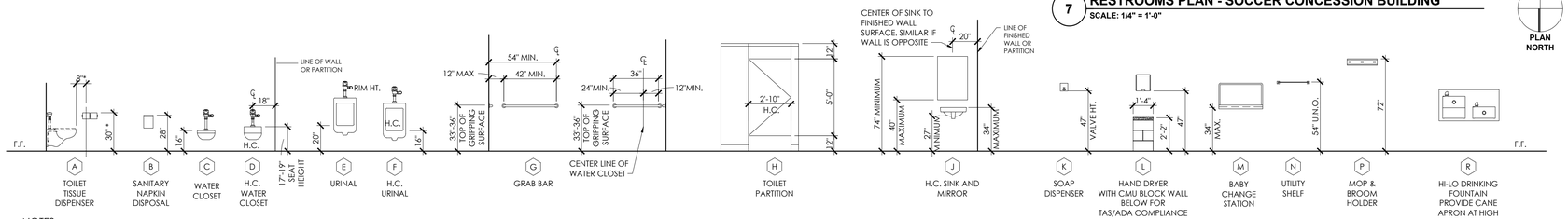
5 STORAGE SF106
SCALE: 1/4" = 1'-0"



6 INTERIOR ELEVATION MEN RESTROOM (WOMEN SIMILAR)
SCALE: 1/4" = 1'-0"



7 RESTROOMS PLAN - SOCCER CONCESSION BUILDING
SCALE: 1/4" = 1'-0"



NOTES:

1. THE MAXIMUM H.C. HEIGHT FOR ANY OPERABLE DEVICE OR PRODUCT ACCESS IS 48" A.F.F.
2. ALL LAVATORIES WITH EXPOSED PIPING ARE REQUIRED TO HAVE PLASTIC COVERED INSULATED PIPES.
3. H.C. FORWARD APPROACH LAVATORIES, FOUNTAINS & PHONES ARE REQUIRED TO HAVE 15" CLEAR FROM THE FIXTURE CENTER LINE TO ANY ADJACENT OBJECT.
4. H.C. WATER CLOSETS ARE REQUIRED TO BE CENTERED 1'-5" * (16"-18") FROM THE FINISH SURFACE OF ANY IMMEDIATELY ADJACENT WALL OR PARTITION. SEE PLAN. FLUSH HANDLE SHALL BE ON WIDE SIDE OF COMPARTMENT OR ROOM.
5. DIMENSIONS INDICATED WITH * INDICATE MAGEE ARCHITECTS L.P. PREFERRED DIMENSION ON ITEMS THAT HAVE A RANGE TO MEET TAS REQUIREMENTS

8 TOILET FIXTURE LEGEND
SCALE: 1/4" = 1'-0"

ALTERNATE NOTE:

PROVIDE ALTERNATE BID FOR STAINLESS STEEL TOILETS, URINALS, AND SINKS

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RESTROOM PLAN AND TOILET ELEVATIONS

A301

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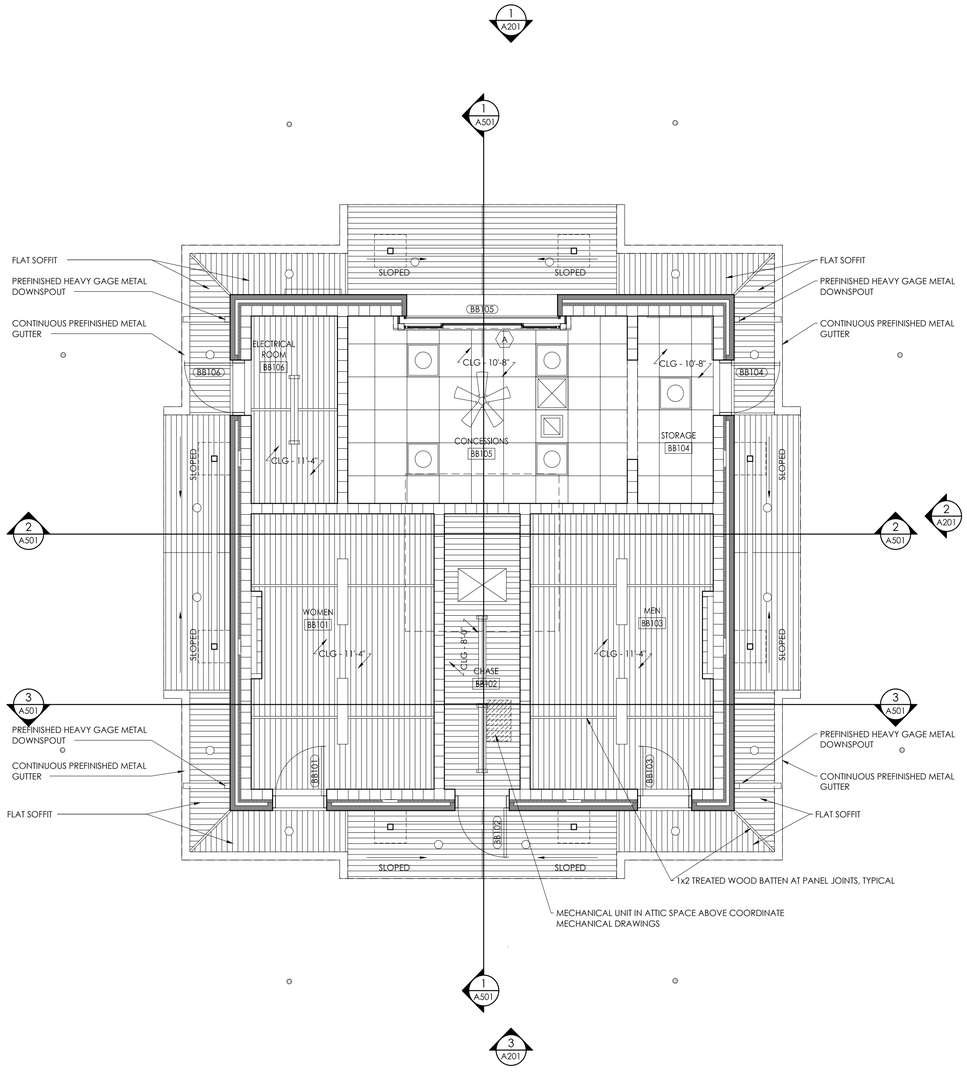

1 REFLECTED CEILING PLAN - BASEBALL CONCESSION BUILDING

SCALE: 1/4" = 1'-0"

PLAN NORTH

GENERAL CEILING NOTES:

1. NO SLIVERS OF CEILING TILE. CEILING GRID SHOWS THE DESIRED DESIGN INTENT OF THE LAYOUT. ADJUST AS NECESSARY TO KEEP TILE PIECES TO A MINIMUM OF 6" WIDE WHEREVER POSSIBLE.
2. SEE MEP DRAWINGS FOR FINAL TYPES AND LOCATIONS OF ELECTRICAL, HVAC AND FIRE ALARM ITEMS.

CEILING LEGEND

- 5/8" T-111 PLYWOOD
- 2'x2' LAY-IN TILE
- EXTERIOR GRADE 52" CEILING FAN
- 2'x2' RECESSED LED
- RECESSED DOWN LIGHT
- 4' VANDAL RESISTANT LED
- 4' STRIP LED

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REFLECTED CEILING PLAN BASEBALL CONCESSION BUILDING

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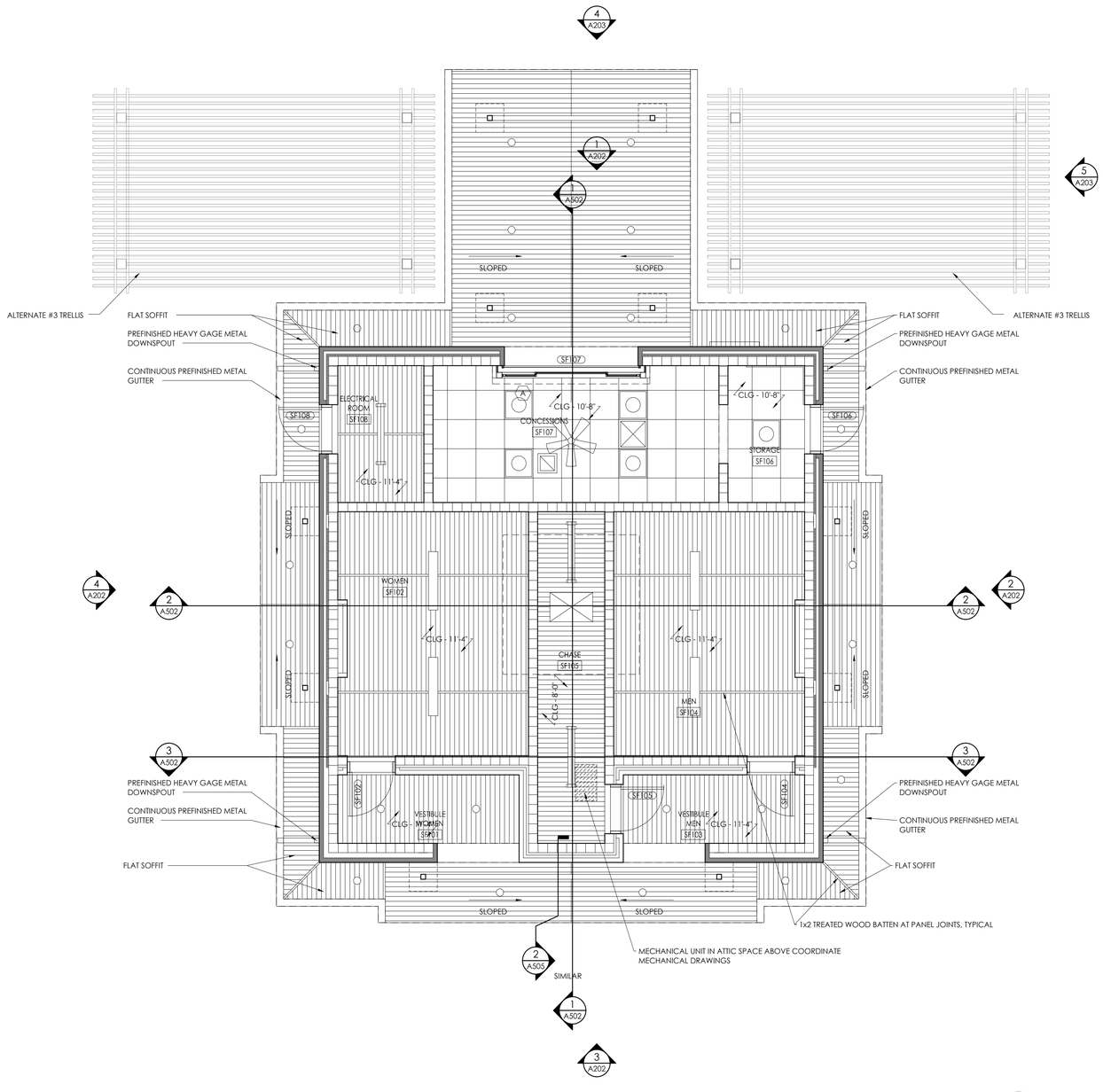

1 **REFLECTED CEILING PLAN - SOCCER CONCESSION BUILDING**
SCALE: 1/4" = 1'-0"

PLAN NORTH

GENERAL CEILING NOTES:

1. NO SLIVERS OF CEILING TILE. CEILING GRID SHOWS THE DESIRED DESIGN INTENT OF THE LAYOUT. ADJUST AS NECESSARY TO KEEP TILE PIECES TO A MINIMUM OF 6" WIDE WHEREVER POSSIBLE.
2. SEE MEP DRAWINGS FOR FINAL TYPES AND LOCATIONS OF ELECTRICAL, HVAC AND FIRE ALARM ITEMS.

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- 4' VANDAL RESISTANT LED
- 4' STRIP LED

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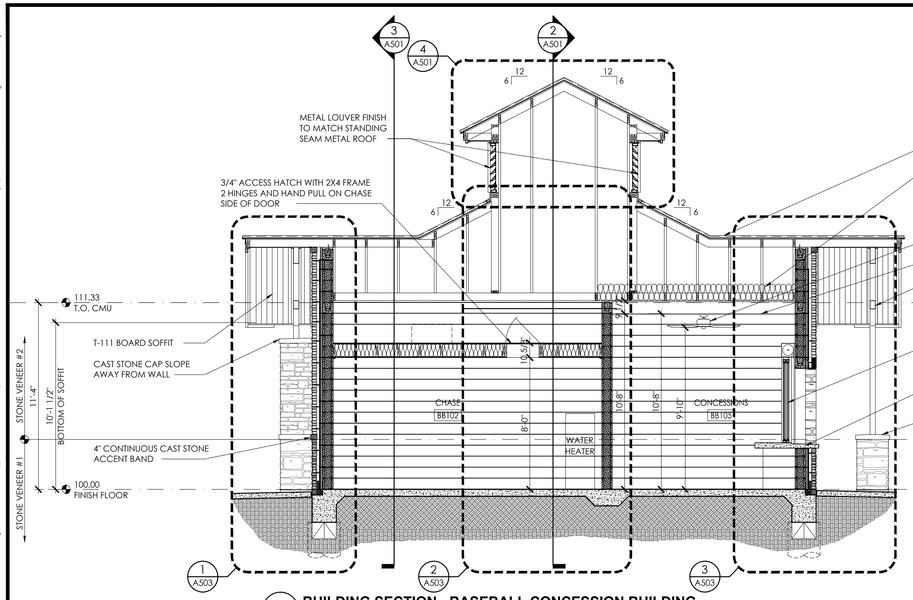
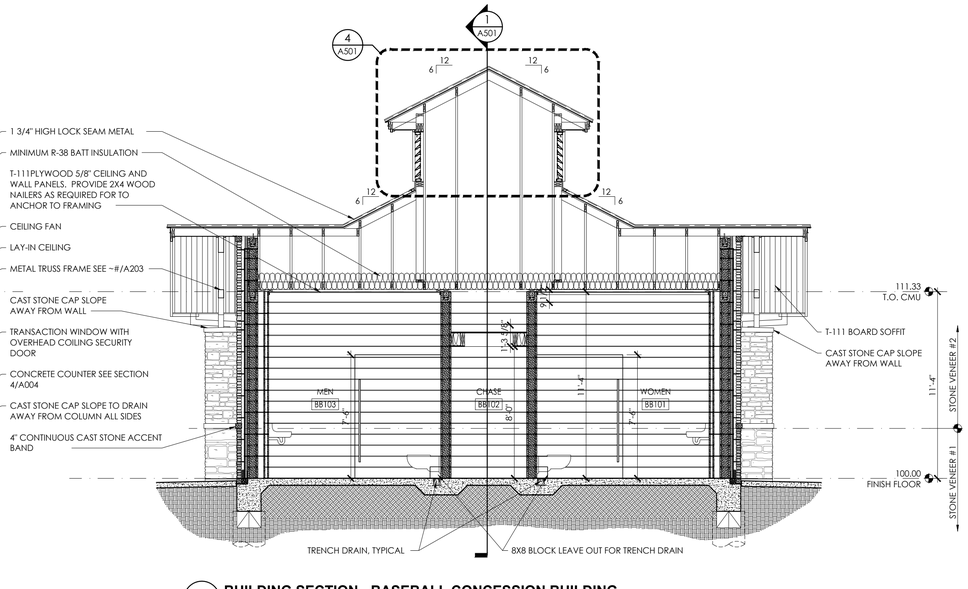
REFLECTED CEILING PLAN SOCCER CONCESSION BUILDING

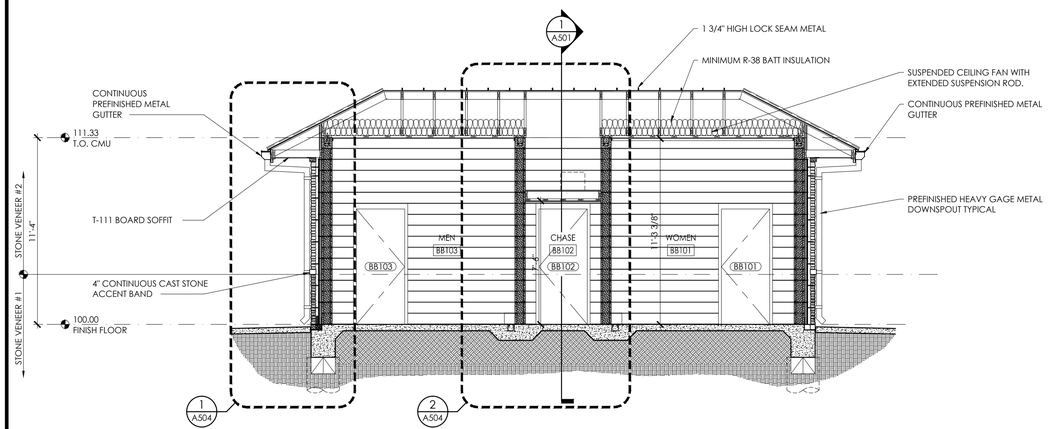
A402



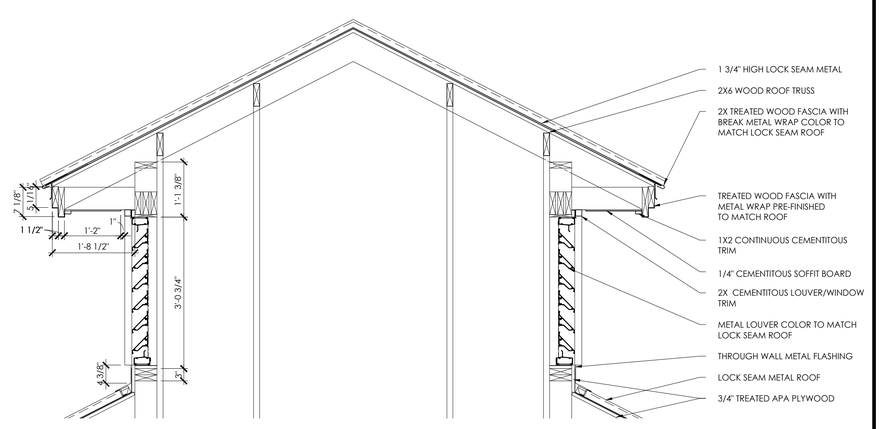
1 BUILDING SECTION - BASEBALL CONCESSION BUILDING
SCALE: 1/4" = 1'-0"



2 BUILDING SECTION - BASEBALL CONCESSION BUILDING
SCALE: 1/4" = 1'-0"



3 BUILDING SECTION - BASEBALL CONCESSION BUILDING
SCALE: 1/4" = 1'-0"



4 CUPOLA SECTION
SCALE: 3/4" = 1'-0"

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BUILDING SECTIONS BASEBALL CONCESSION

A501

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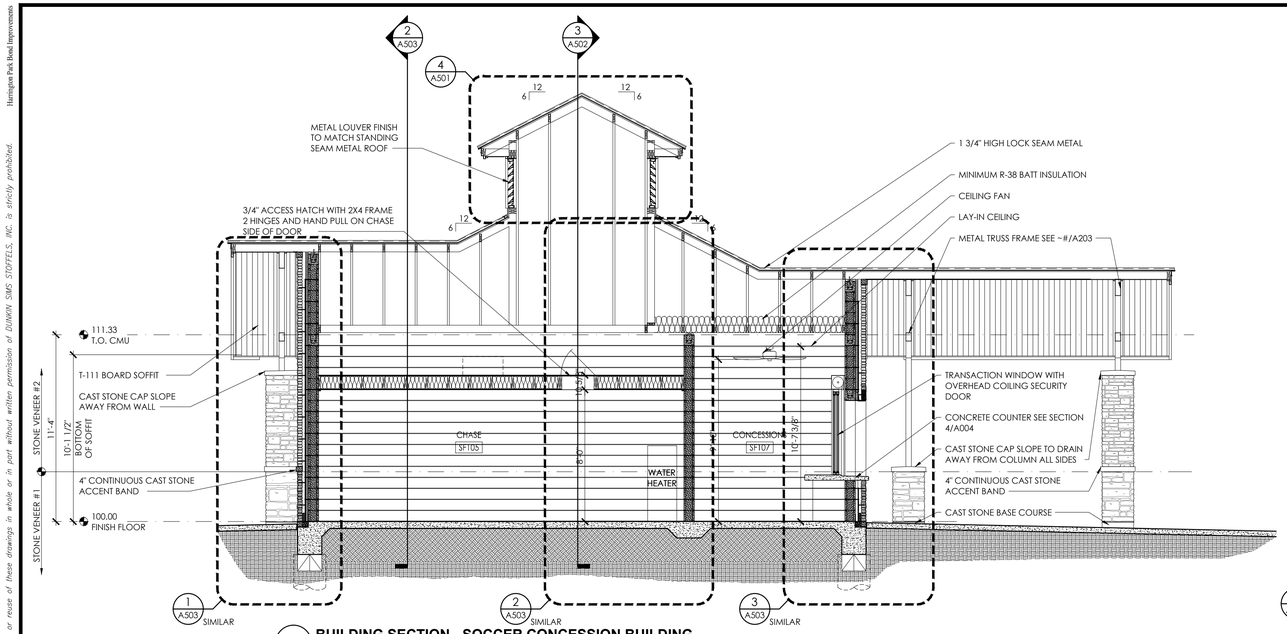
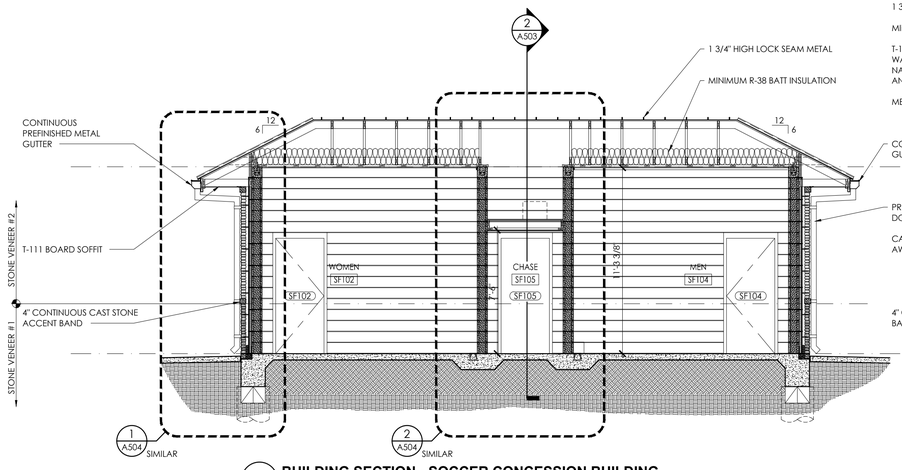
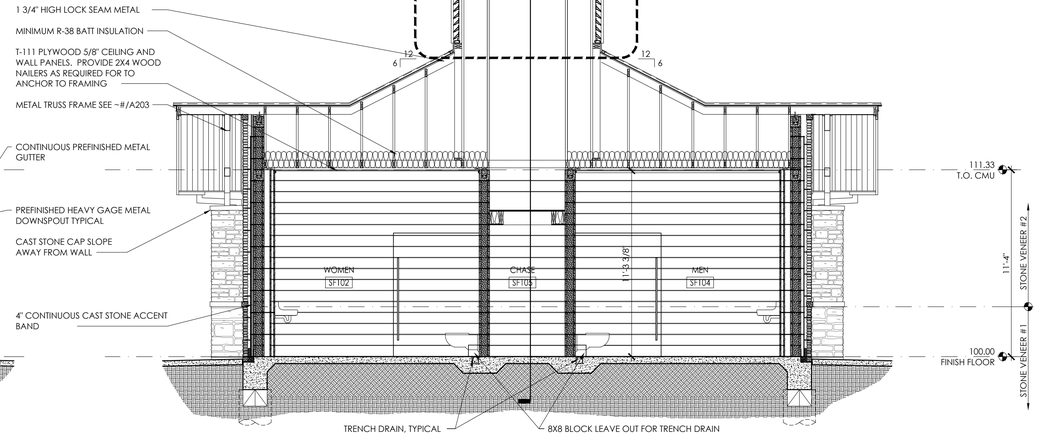


1 BUILDING SECTION - SOCCER CONCESSION BUILDING
SCALE: 1/4" = 1'-0"



2 BUILDING SECTION - SOCCER CONCESSION BUILDING
SCALE: 1/4" = 1'-0"



3 BUILDING SECTION - SOCCER CONCESSION BUILDING
SCALE: 1/4" = 1'-0"

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BUILDING SECTIONS SOCCER CONCESSION

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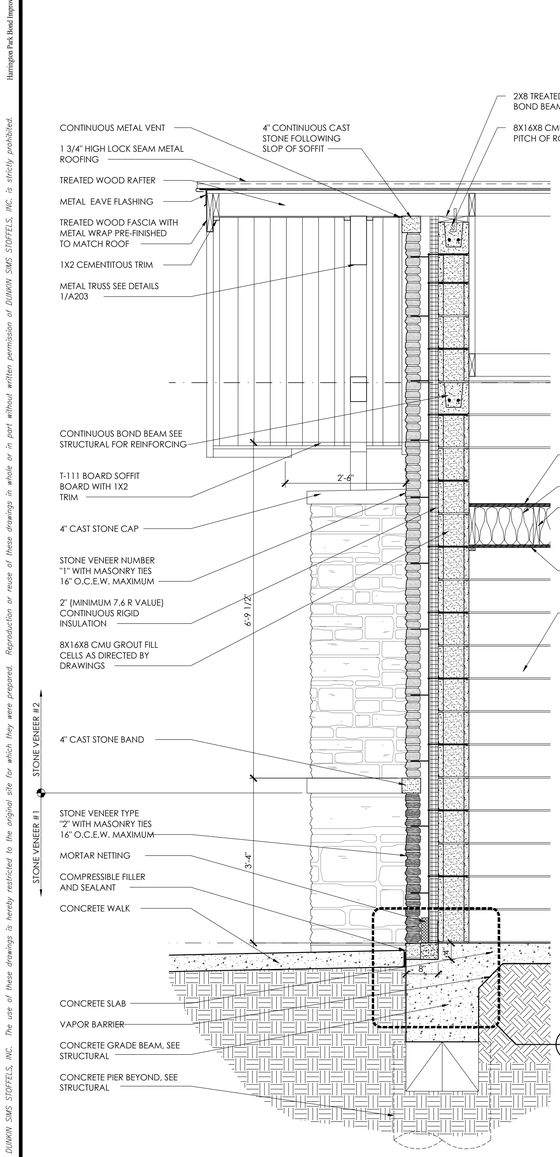
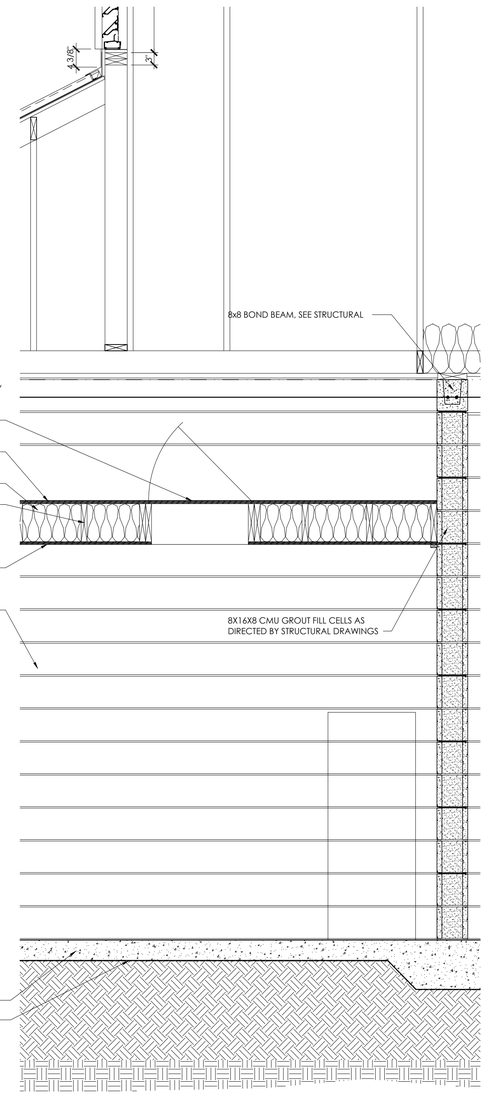
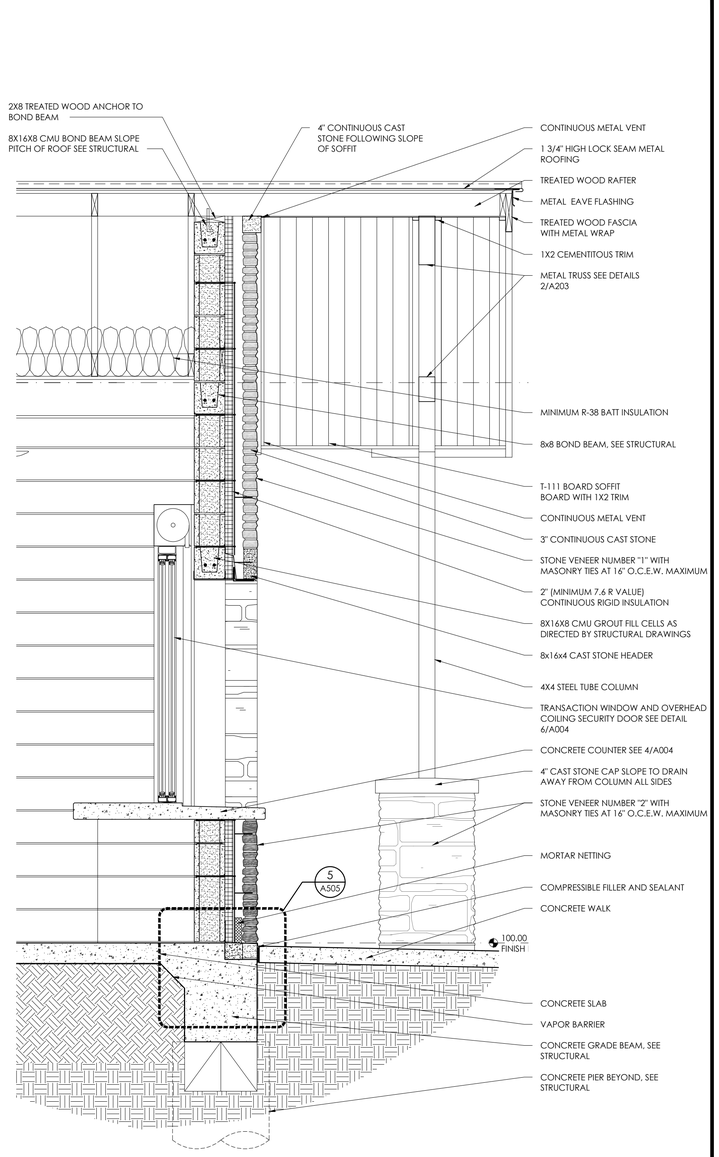


1 **BUILDING SECTION**
SCALE: 3/4" = 1'-0"



2 **BUILDING SECTION**
SCALE: 3/4" = 1'-0"

NOTE: REFER TO WALL SECTION 1/A503 FOR TYPICAL BUILDING NOTES



3 **BUILDING SECTION**
SCALE: 3/4" = 1'-0"

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WALL SECTIONS

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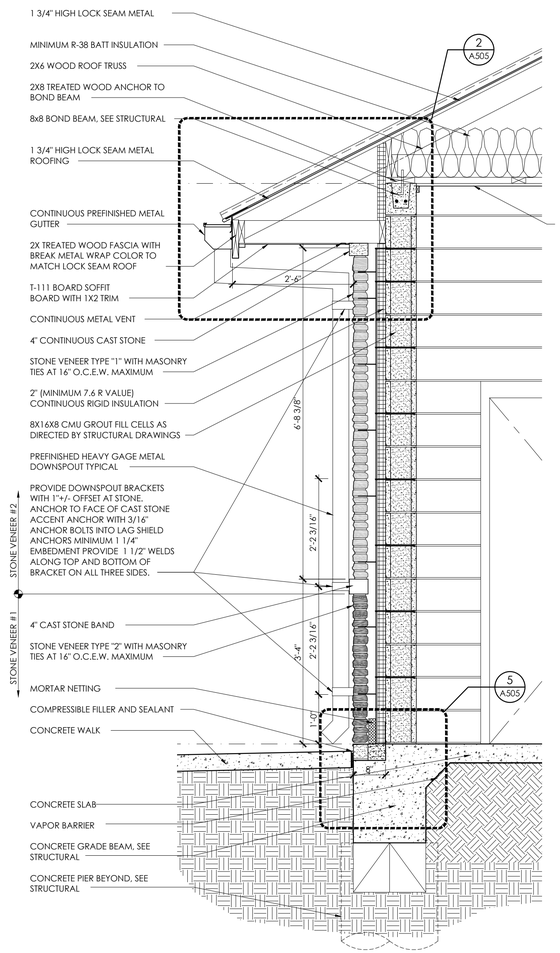
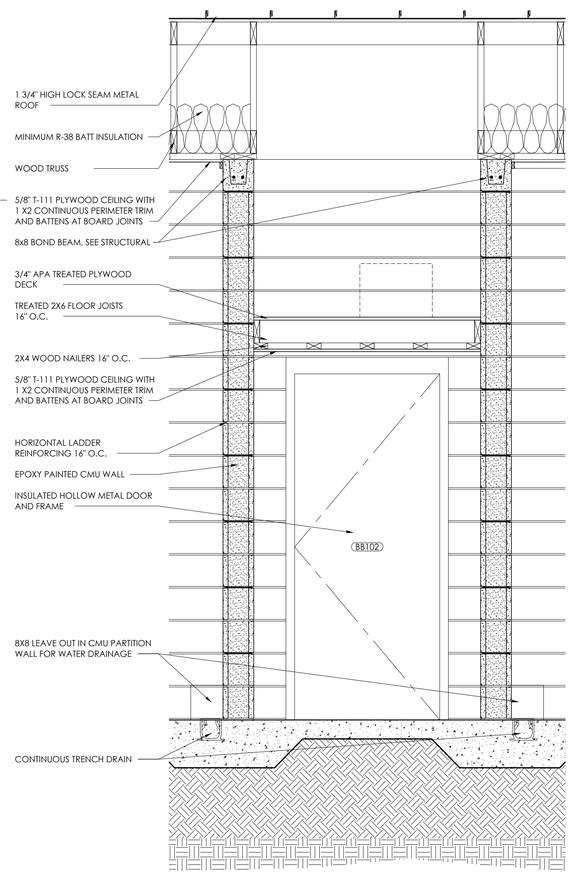


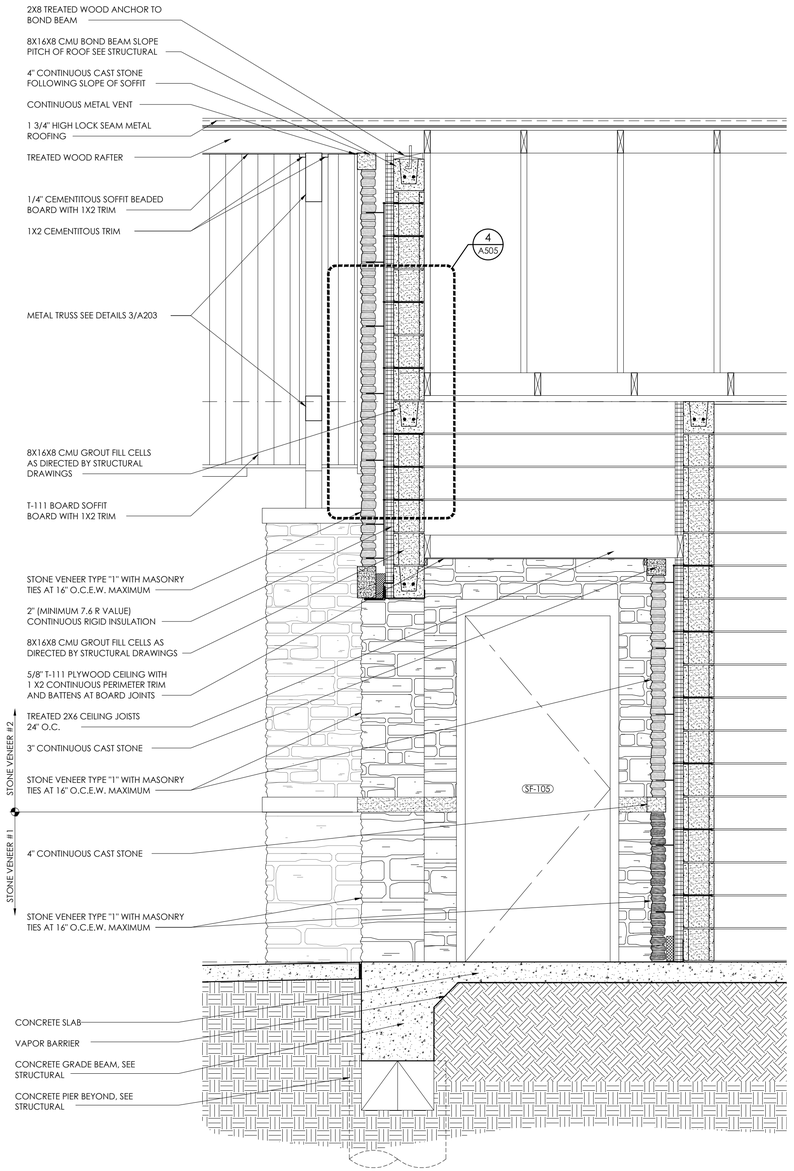
1 BUILDING SECTION
SCALE: 3/4" = 1'-0"

NOTE: REFER TO WALL SECTION 1/A503 FOR TYPICAL BUILDING NOTES



2 BUILDING SECTION
SCALE: 3/4" = 1'-0"

NOTE: REFER TO WALL SECTION 1/A503 FOR TYPICAL BUILDING NOTES



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SCALE: 3/4" = 1'-0"

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WALL SECTIONS'

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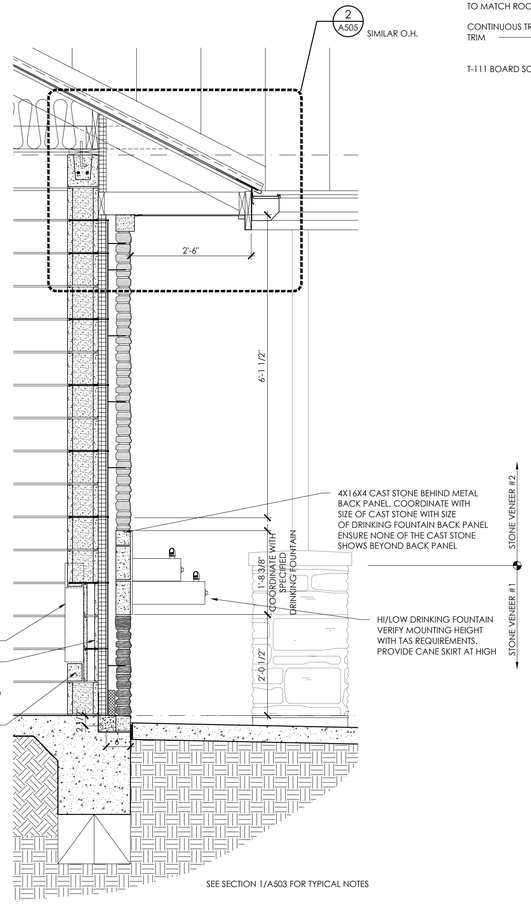
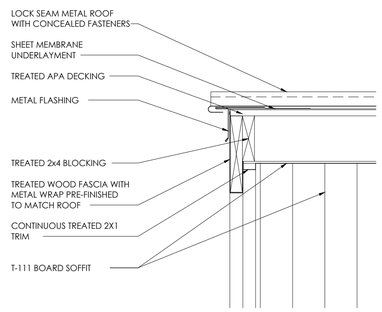
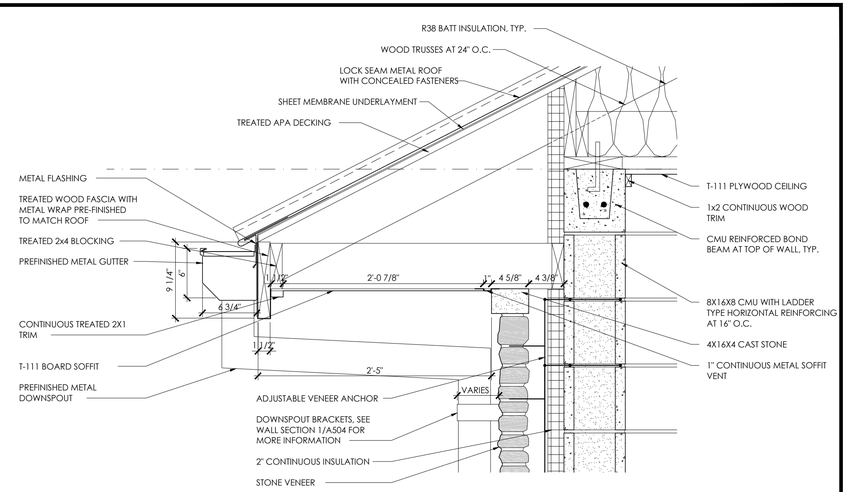


3 WALL SECTION
SCALE: 3/4" = 1'-0"

NOTE: REFER TO WALL SECTION 1/A503 FOR TYPICAL BUILDING NOTES



1 SECTION DETAIL
SCALE: 1 1/2" = 1'-0"



2 SECTION DETAIL
SCALE: 1 1/2" = 1'-0"

NOTE: REFER TO WALL SECTION 1/A503 FOR TYPICAL BUILDING NOTES

4 SECTION DETAIL
SCALE: 1 1/2" = 1'-0"

NOTE: REFER TO WALL SECTION 1/A503 FOR TYPICAL BUILDING NOTES

5 SECTION DETAIL
SCALE: 1 1/2" = 1'-0"

NOTE: REFER TO WALL SECTION 1/A503 FOR TYPICAL BUILDING NOTES

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REGISTERED ARCHITECT ALAN R. MAGEE 7028 STATE OF TEXAS

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY ALAN R. MAGEE TX NO. 7028 ON JUNE 16, 2022

06/16/22

Harrington Park Bond Improvements

City of Duncanville, Texas

Duncanville City of Champions

Texas 811 Know what's below. Call before you dig.

Revisions:

Issue Date: 06/16/22

SECTION DETAILS

A505

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DESIGN SPECIFICATIONS:

02300 SOILS:

A. SOIL BEARING CAPACITY = 41,000 PSF (GRAY LIMESTONE)
SKIN FRICTION CAPACITY = 6,500 PSF (GRAY LIMESTONE)
SOIL BEARING CAPACITY = 6,000 PSF (BROWN CLAY)
B. REFER TO: "GEOTECHNICAL INVESTIGATION, HARRINGTON PARK PROJECT, 1815 COCKRELL HILL ROAD, DUNCANVILLE, TEXAS", PROJECT No. 20990G-B, DATED JUNE 2020, PREPARED BY HENLEY JOHNSON & ASSOCIATES, DALLAS, TEXAS.
C. THE FILL BELOW THE SLAB SHOULD BE FREE OF DEBRIS, ORGANIC MATERIAL OR ANY OTHER DELETERIOUS MATERIAL & SHALL HAVE A PI OF LESS THAN 15. FILL MUST BE COMPACTED TO 95% STANDARD PROCTOR MAXIMUM DRY DENSITY.
D. FOOTINGS AND FOUNDATIONS SHALL BE IN ACCORDANCE WITH IBC AND AS NOTED IN THESE PLANS.
E. COORDINATE "MOISTURE CONDITIONED SUBGRADE" SOIL PREPARATION REQUIREMENTS WITH GEOTECHNICAL ENGINEER.

03000 CONCRETE:

A. CONCRETE SHALL BE IN ACCORDANCE WITH IBC & ACI.
B. CAST-IN-PLACE CONCRETE SHALL HAVE A 28 DAY MINIMUM COMPRESSIVE STRENGTH OF:
PIERS ..... 3,000 PSI
GRADEBEAMS ..... 3,000 PSI
GROUND FLOOR SLAB ..... 3,000 PSI
C. NO WATER SHALL BE ADDED TO THE CONCRETE, AFTER THE TRUCK HAS LEFT THE BATCH PLANT WITHOUT AUTHORIZATION FROM THE ENGINEER-OF-RECORD (EOR), UNLESS THE DELIVERY TICKET INDICATES AN AMOUNT OF WATER THAT IS ALLOWED TO BE ADDED AT THE JOB SITE, AFTER AUTHORIZATION BY THE TESTING LAB REPRESENTATIVE.
D. CONCRETE MIX DESIGNS SHALL BE SUBMITTED TO THE STRUCTURAL EOR FOR REVIEW & APPROVAL. SUBMITTALS SHALL INCLUDE CERTIFICATES FOR AGGREGATES, ADDITIVES AND CEMENTITIOUS MATERIALS.
E. LOCATION OF CONSTRUCTION JOINTS IN THE GRADEBEAM(S) SHALL BE SUBMITTED TO THE STRUCTURAL EOR FOR APPROVAL.
F. FLOOR FLATNESS SHALL NOT HAVE DEVIATIONS GREATER THAN 0.125" IN TEN FEET.
G. THE READY MIX COMPANY SUPPLYING THE CONCRETE SHALL COMPLY WITH ASTM C94 & SHALL BE A NRMCA CERTIFIED MANUFACTURER.
H. CONTRACTOR SHALL APPLY A DISSIPATING CURING/SEALER TO THE SLAB, TIMING AND APPLICATION PROCEDURES SHALL COMPLY WITH MANUFACTURERS RECOMMENDATIONS.
J. VOID BOXES SHALL BE BIODEGRADABLE, TREATED FOR MOISTURE RESISTANCE AND BE CAPABLE OF SUPPORTING THE PLASTIC WEIGHT OF THE CONCRETE, REBAR & WORKERS.
K. CONCRETE ADMIXTURES SHALL NOT CONTAIN ANY CALCIUM-CLORIDE.
L. CONCRETE SHALL BE NORMAL WEIGHT (±145 PCF) CONCRETE WITH A MIN. OF 4% AIR ENTRAINMENT.
M. FLY ASH (ASTM C618) OR SLAG CEMENT (ASTM C989) MAY BE SUBSTITUTED FOR UP TO 40% OF THE PORTLAND CEMENT (ASTM C150; TYPE I/II). FLY ASH SHALL NOT EXCEED 25% OF CEMENTITIOUS MATERIALS.
N. MAXIMUM WATER TO CEMENT (W/C) RATIO SHALL BE 0.51 (±0.03).
P. CONTRACTOR SHALL ENGAGE A QUALIFIED TESTING & INSPECTING AGENCY, ACCEPTABLE TO THE OWNER, TO PERFORM FIELD TESTS, INSPECTIONS AND PREPARE TEST/INSPECTION REPORTS.
R. TESTING AGENCY SHALL OBTAIN THE FOLLOWING, PER ASTM C172:
1. SLUMP, PER ASTM C143, FOR EACH TRUCK LOAD.
2. AIR CONTENT, PER ASTM C213, FOR THE FIRST AND EACH FIFTH TRUCK AFTER THAT.
3. TEMPERATURE, PER ASTM C1064, FOR EACH TRUCK.
4. STRENGTH, PER ASTM C31, FOR EACH MIX DESIGN THAT DAY & FOR EVERY 50 CYD OF CONCRETE PLACED EACH DAY.
S. CAST & FIELD CURE FOUR STANDARD CYLINDERS. TEST, PER ASTM C39, ONE CYLINDER AT 7 DAYS, TWO CYLINDERS AT 28 DAYS & HOLD ONE CYLINDER FOR FUTURE TESTING.
T. NOTIFY EOR, WITHIN 24 HOURS, IF 7 DAY CYLINDER IS LESS THAN 60% OF DESIGN STRENGTH.

03200 CONCRETE REINFORCEMENT:

A. STEEL REINFORCEMENT SHALL BE IN ACCORDANCE WITH IBC, ACI 318 AND AS NOTED IN THESE PLANS.
B. REINFORCING STEEL: SHALL BE ASTM A615, GRADE 60
C. WELDED WIRE REINFORECING (WWR): SHALL BE ASTM A185.
D. CONCRETE COVER SHALL BE IN ACCORDANCE WITH IBC AND AS FOLLOWS:
3" FOR CONCRETE CAST AGAINST AND PERMANENTLY EXPOSED TO EARTH
2" FOR CONCRETE EXPOSED TO WEATHER OR IN CONTACT WITH GROUND
1½" FOR CONCRETE NOT EXPOSED TO WEATHER OR IN CONTACT WITH GROUND
E. VERTICAL AND HORIZONTAL REINFORCEMENT WILL BE LAPPED FOR 36 BAR DIAMETERS OR 24", WHICHEVER IS GREATER. MASONRY REINFORCEMENT SHALL BE LAPPED 48 BAR DIAMETERS. CORNER REINFORCEMENT SHALL BE LAPPED 30".
F. ALL REINFORCING STEEL SHALL BE PLACED IN ACCORDANCE WITH THE TYPICAL BENDING DIAGRAMS AND PLACING DETAILS OF ACI STANDARDS. ALL REINFORCING STEEL SHALL BE HELD SECURELY IN POSITION WITH STANDARD ACCESSORIES DURING PLACING OF CONCRETE.

05100 STEEL:

A. ALL STEEL CONSTRUCTION SHALL BE IN ACCORDANCE WITH IBC, AISC & AWS.
B. ALL ANGLES, PLATES, CHANNELS AND MISC. STEEL SHOWN ON THESE DRAWINGS SHALL BE ASTM A36 MATERIAL.
D. ALL STRUCTURAL TUBING SHALL BE ASTM A500 (GRADE B)
F. ALL FILLET WELDS SHALL CONFORM TO SECTION J2.2B OF AISC SPECIFICATIONS, EVEN WHEN SHOWN OTHERWISE ON ARCHITECTURAL OR STRUCTURAL DRAWINGS.
G. ALL WELDS ALONG THE LENGTH OF MEMBERS INDICATED ON ARCHITECTURAL OR STRUCTURAL DRAWINGS, BUT NOT SIZED SHALL BE A MINIMUM OF $\frac{3}{16}$" FILLET, 2" EACH END AND 2" AT 12" o.c. BOTH SIDES.
H. ALL WELDS MADE TO PRIMARY MEMBERS SHALL BE MADE WITH E70XX ELECTRODES.
K. CONTRACTOR SHALL SUBMIT WELDING CERTIFICATES FOR ALL FIELD WELDING, IN ACCORDANCE w/ AWS D1.1.
L. ALL SPLICES IN MEMBERS SHALL BE SHOWN ON THE SHOP DRAWINGS.
P. BASE PLATE GROUT SHALL COMPLY WITH ASTM C1107 AND SHALL HAVE A MINIMUM COMPRESSIVE STRENGTH OF 5ksi.
R. ALL STEEL SHALL RECEIVE ONE COAT OF THE STANDARD SHOP PRIMER.
S. DO NOT USE THERMAL CUTTING DURING ERECTION. DO NOT ENLARGE UNFAIR HOLES IN MEMBERS BY BURNING OR USING DRIFT PINS.
T. CONTRACTOR SHALL ENGAGE A QUALIFIED TESTING AGENCY TO PERFORM VISUAL INSPECTIONS OF THE BOLTED & WELDED CONNECTIONS.
U. CONTRACTOR/ERECTOR SHALL COMPLY WITH ALL OSHA & LOCAL REQUIREMENTS FOR THE ERECTION OF STRUCTURAL STEEL.

05105 ANCHOR BOLTS:

A. ANCHOR BOLTS SHALL BE IN ACCORDANCE WITH ASTM A307, ASTM A36 OR ASTM F1554 GRADE 36.
B. WASHERS: SHALL BE IN ACCORDANCE WITH ASTM F436 GRADE 36.
C. NUTS: SHALL BE IN ACCORDANCE WITH ASTM A563 GRADE A HEX.

DESIGN SPECIFICATIONS:

04200 MASONRY:

A. MASONRY CONSTRUCTION SHALL BE IN ACCORDANCE WITH FBC AND IN ACCORDANCE WITH THE SPECIFICATIONS FOR MASONRY STRUCTURES, ACI 530.1-11.
B. ACI 3.5 D LIMITS THE GROUT LIFT HEIGHT TO 5' AND REQUIRES A 1-HOUR INITIAL SET TIME BETWEEN LIFTS.

04202 MASONRY CONSTRUCTION:

A. CONCRETE MASONRY UNITS: SHALL BE HOLLOW UNIT MASONRY IN ACCORDANCE WITH ASTM C 90 AND SHALL HAVE A MINIMUM NET AREA COMPRESSIVE STRENGTH OF 1900 PSI WHEN USING TYPE M OR S MORTAR (ASTM C 270) IN ACCORDANCE WITH ACI 530, THE 1900 PSI BLOCK IN COMBINATION WITH TYPE M OR S MORTAR PROVIDES A DESIGN COMPRESSIVE STRENTH (f'm) OF 1500 PSI.
B. THE GROUT SHALL BE IN ACCORDANCE WITH ASTM C 476 AND SHALL HAVE A MAXIMUM COURSE AGGREGATE SIZE OF 3/8" PLACED AT AN 8" TO 11" SLUMP AND HAVE A MINIMUM SPECIFIED COMPRESSIVE STRENGTH OF 2000 PSI AT 28 DAYS WHEN TESTED IN ACCORDANCE WITH ASTM C 1019. FINE GROUT SHALL ONLY BE ALLOWED WITH WRITTEN APPROVAL OF THE ENGINEEER-OF-RECORD.
C. DEFINITIONS:
GROUT POUR HEIGHT – THE TOTAL HEIGHT OF MASONRY TO BE GROUTED PRIOR TO ERECTION OF ADDITIONAL MASONRY.
GROUT POUR – CONSISTS OF ONE OR MORE GROUT LIFTS.
GROUT LIFT – THE LAYER OF GROUT PLACED IN A SINGLE CONTINUOUS OPERATION AND IS LIMITED TO 5 FEET (1524 MM).
RODDING – THE ACT OF COMPACTING FRESHLY POURED CONCRETE OR GROUT IN ITS FORM BY FREEING THE MASS OF AIR POCKETS WITH REPEATED STABS OF A ROD.
PUDDLING – THE PROCESS OF INDUCING COMPACTION OF GROUT BY USE OF A TAMPING ROD.
PUDDLE – THE ACT OF WORKING CONCRETE TO ELIMINATE HONEYCOMB, AND TO PRODUCE A DENSER MASS.
PUDDLE STICK – A STICK OR ROD USED TO CONSOLIDATE GROUT BY HAND.

D. MASONRY CONSTRUCTION AND INSPECTION GUIDELINES:
1. LAY UP MASONRY IN RUNNING BOND FOR SIZES AND REINFORCING PER PLANS AND ELEVATIONS.
2. FACE SHELLS OF BED JOINT SHALL BE MORTARED.
3. WEBS SHALL BE MORTARED AT CELLS TO BE GROUTED.
4. VERTICAL CELLS ARE TO BE ALIGNED WHERE THEY ARE TO BE GROUT FILLED UNLESS BOND IS SHIFTED DUE TO SITE CONDITIONS.
5. INSTALL HORIZONTAL JOINT REINFORCING AT 16 INCHES (407 MM) ON CENTER STARTING FIRST BLOCK ABOVE FOUNDATION.
6. MAINTAIN MINIMUM OF 1/2 INCH (12.7 MM) COVER ON JOINT REINFORCING TO EXTERIOR AND REINFORCING SHALL BE EMBEDDED IN MORTAR.
7. GROUT SPACES BOTH VERTICAL AND HORIZONTAL ARE TO BE SUBSTANTIALLY FREE OF DROPPINGS, DEBRIS, LOOSE AGGREGATE AND ANY MATERIAL DELETERIOUS TO MASONRY GROUT.
8. INSTALL REINFORCING IN GROUT CELLS PRIOR TO GROUTING.
9. GROUT SPACES ARE TO BE INSPECTED PRIOR TO PLACING GROUT.
10. FILL CELLS AS NOTED ON THE PLANS, ELEVATIONS AND DETAILS.
11. PLACE GROUT IN LIFT TO 60 INCHES IN HEIGHT (CLEAN OUT HOLES ARE NOT REQUIRED).
12. A REINFORCING BAR MAY BE USED TO ROD GROUT IN CELL, TO ENSURE THERE ARE NO VOIDS IN GROUT.
13. PLACE REINFORCING APPROXIMATELY 1 INCH (25 MM) TO THE SIDE OF DOWEL IN CELL (ACI 530-1.12.3.3)
14. GROUT SHOULD SET IN APPROXIMATELY 90 MINUTES DEPENDING ON GROUT SLUMP AND WEATHER CONDITIONS.
15. DO NOT BEND OR MOVE REINFORCEMENT AFTER GROUT HAS SET.
16. FILL ALL CELLS SOLID BELOW FINISH FLOOR ELEVATION.
17. MASONRY SHALL BE INSPECTED PER ACI 530, ASSURANCE LEVEL B.

E. TOLERANCES
CENTER REINFORCING:
CENTERLINE LOCATION SHOULD BE WITHIN 1/2 INCH (13MM) OF CENTER OF MASONRY.
HORIZONTAL LOCATION SHALL BE WITHIN 2 INCHES (51 MM) OF THE CENTER OF THE CELL.
REINFORCING SHALL MAINTAIN POSITION WITHOUT BEING TIED.
DO NOT MOVE REINFORCING AFTER INITIAL SET OF GROUT.

F. BOND BEAMS:
HORIZONTAL REINFORCING SHALL BE 1/4 INCH (6 MM) CLEAR OF MASONRY FOR FINE GROUT AND 1/2 INCH (13 MM)FOR COARSE GROUT. KNOCK OUT WEB BLOCKS SHALL BE USED FOR BLOCK AT THE TOP AND/OR THE BOTTOM OF THE BOND BEAMS, DEPENDING ON THE LOCATION. WIRE MESH OR SOME OTHER MEANS SHALL BE USED TO PREVENT GROUT FROM ESCAPING FROM THE BOTTOM OF THE BOND BEAMS INTO CELLS WITHOUT VERTICAL REINFORCING.

06100 WOOD:

WOOD FRAMING SHALL BE IN ACCORDANCE WITH IBC, EXCEPT AS NOTED IN THESE PLANS. ALL WOOD IN DIRECT CONTACT WITH CONCRETE OR MASONRY SHALL BE PRESSURE TREATED.

06115 FASTENINGS:

THE "FASTENING SCHEDULE" IN IBC SHALL BE USED UNLESS NOTED OTHERWISE IN THESE PLANS.

06125 ROOF AND CEILING FRAMING:

ROOF ASSEMBLIES SHALL BE IN ACCORDANCE WITH IBC.
ALL CONVENTIONAL FRAMING SHALL BE SYP #2 KD. REFER TO TRUSS SHOP DRAWINGS FOR TRUSS DETAILS. PROVIDE 1x4 PULIN BRACING ABOVE THE BOTTOM CHORD OF ROOF TRUSSES AT THE SPACING INDICATED IN THE SHOP DRAWINGS. FASTEN w/ (2) 6D NAILS AT EACH TRUSS. PROVIDE SOLID BLOCKING AT ROOF SHEATHING JOINTS IN THE FIRST TWO RAFTERS OR TRUSS SPACES FROM THE GABLE ENDS.

06130 EXTERIOR WALL SHEATHING:

PROVIDE APA RATED SHEATHING WHERE STUCCO, BRICK OR STONE VENEER, OR HARDIPLANK LAP SIDING ARE INDICATED ON PLANS.
FASTEN $\frac{7}{16}$" APA RATED PLYWOOD SHEATHINGTHICK ZIP SYSTEM SHEATHING w/ 8d COMMON NAILS SPACED 6"o.c. AT PANEL EDGES AND 6" o.c. AT INTERMEDIATE SUPPORTS, APPLIED HORIZONTALLY.

06135 ROOF SHEATHING AND DIAPHRAGM ATTACHMENT:

USE $\frac{3}{8}$" APA RATED SHEATHING; FASTENED w/ 8d RINGSHANK NAILS @ 6" o.c. EDGES, 6" o.c. INTERMEDIATE.

06140 METAL CONNECTORS:

METAL CONNECTORS: ALL METAL CONNECTORS WHICH ARE EXPOSED TO EXTERIOR TREATED WOOD (I.E. ACQ TREATED) SHALL BE GALVANIZED OR STAINLESS STEEL. ALL METAL CONNECTORS WHICH ARE EXPOSED TO EXTERIOR TREATED WOOD (I.E. BORATE) SHALL BE Z-MAX COATED.
ALL METAL CONNECTORS, SHOWN ON THESE DRAWINGS, ARE SIMPSON STRONG-TIE, UNO. METAL CONNECTORS SHALL BE ATTACHED TO THE ASSOCIATED MEMBERS PER MANUFACTURER'S RECOMMENDATIONS AND CATALOG PRODUCT DATA.
NAILS: ALL NAILS EXPOSED TO EXTERIOR SHALL BE GALVANIZED OR STAINLESS STEEL.
ALL NAILS EXPOSED TO FIRE-TREATED LUMBER SHALL BE STAINLESS STEEL.

DESIGN CRITERIA:

DESIGN CODE: 2015 INTERNATIONAL BUILDING CODE
BASIC WIND SPEED: 115 MPH
RISK CATEGORY: II
WIND EXPOSURE: C
INTERNAL PRESSURE COEFFICIENT: ± 0.18 ENCLOSED BUILDING
MAXIMUM DESIGN WIND PRESSURES (PSF, LRFD):

OPENING SIZE (SF)	EDGE ZONES (4'-3" FROM OUTSIDE CORNERS)	INTERIOR ZONE
0-20	+30 and -40	+30 and -32
21-50	+29 and -37	+29 and -31
51-100	+27 and -34	+27 and -29
>100	+26 and -31	+26 and -28

SEISMIC LOADS, PER ASCE 7-10:
IMPORTANCE FACTOR: 1.00 (CATEGORY II BUILDING)
S_S: 0.119g S_1: 0.057g S_{DS}: 0.127g S_{D1}: 0.092g
FORCE RESISTING SYSTEM: ORDINARY REINFORCED MASONRY SHEAR WALLS
BASE SHEAR: 13,850# C_S: 0.0635 R: 2.0
ANALYSIS PROCEDURE: EQUIVALENT LATERAL FORCE PROCEDURE

DESIGN LIVE LOADS:
ROOF: 20 PSF (REDUCIBLE)
TRUSS BOTTOM CHORD: 10 PSF
TRUSS BOTTOM CHORD (@ MECHANICAL PLATFORM): 40 PSF
DESIGN DEAD LOADS:
TRUSS TOP CHORD: 10 PSF
TRUSS BOTTOM CHORD: 5 PSF
SNOW LOADS:
GROUND SNOW LOAD: 5 PSF

GENERAL NOTES

1. CODES USED: 2015 INTERNATIONAL BUILDING CODE, ACI, AISC, AWS, APA AND ASCE 7-10. ALL LATEST EDITIONS USED.
2. ALL DESIGN, CONSTRUCTION AND MATERIALS SHALL BE IN ACCORDANCE WITH APPLICABLE CODES AND AUTHORITIES HAVING JURISDICTION OVER THE WORK.
3. CONTRACTOR SHALL VERIFY DIMENSIONS AND CONDITIONS AT THE JOB SITE PRIOR TO COMMENCING CONSTRUCTION.

DRAWING LIST

S001 GENERAL NOTES, DESIGN CRITERIA & DESIGN SPECIFICATIONS
S101 FOUNDATION PLAN, SECTIONS & DETAILS – BASEBALL
S102 FOUNDATION PLAN, SECTIONS & DETAILS – SOCCER
S103 ROOF FRAMING PLAN, SECTIONS & DETAILS – BASEBALL
S104 ROOF FRAMING PLAN, SECTIONS & DETAILS – SOCCER
S401 FOUNDATION SECTIONS & DETAILS
S402 FRAMING SECTIONS & DETAILS

SHOP DRAWING SUBMITTALS:

THE GENERAL CONTRACTOR SHALL SUBMIT, FOR APPROVAL, THE FOLLOWING ITEMS:
CONCRETE MIX DESIGNS, REBAR LAYOUT DRAWINGS, STEEL FABRICATION DRAWINGS, MASONRY MATERIALS (BLOCK, GROUT, JOINT REINF., ETC.) & SIGNED AND SEALED PRE-ENGINEERED WOOD TRUSS DRAWINGS.

31660 HELICAL PIERS (ALTERNATE TO CIP PIERS):

A. CONTRACTOR SHALL RETAIN A PROFESSIONAL ENGINEER (REGISTERED IN THE STATE OF TEXAS) TO DESIGN A HELICAL PIER SYSTEM TO SUPPORT THE EXTERIOR & INTERIOR GRADEBEAMS, AS A SUBSTITUTE TO THE DRILLED & UNDER-REAMED STRAIGHT SHAFT CONCRETE PIERS SHOWN ON THESE DRAWINGS.
B. THE SPECIALTY ENGINEER SHALL DESIGN A SYSTEM BASED ON A WORKING LOAD (ASD) OF 17.5 TONS AT EACH PIER LOCATION. MULTIPLE HELICAL PIERS MAY BE SUBSTITUTED FOR EACH INDIVIDUAL CIP PIER AND/OR THEY MAY BE SPACED EQUALLY. THE SPECIALTY ENGINEER SHALL USE A MINIMUM SAFETY FACTOR OF 2.25 TO OBTAIN THE ULTIMATE DESIGN LOAD.
C. THE SPECIALTY ENGINEER SHALL PROVIDE ONE BATTERED HELICAL PIER AT EACH CORNER OF THE BUILDING TO RESIST LATERAL LOADING TO THE BUILDING (3 TONS ASD EACH).
D. THE DESIGN OF THE HELICAL PIER SHALL HAVE THE TOP HELIX AT A MINIMUM OF TWELVE FEET BELOW FINISHED GRADE.
D. THE HELICAL PIER CONTRACTOR IS REQUIRED TO PERFORM AN IN-SITU PIER LOAD TEST, IN ACCORDANCE WITH ASTM STANDARDS, TO SHOW THAT THE PROPOSED PIER IS CAPABLE OF SUPPORTING THE LOADS SHOWN ABOVE WITH A 2.25 SAFETY FACTOR (i.e. 17.5 TON PIER = 78,750# ULTIMATE LOADING) WITHOUT FAILURE OR EXCESSIVE DEFLECTION.
E. THE PIER LOAD TEST NOTED ABOVE SHALL CONSIST OF ONE TEST PIER, FOUR HOLD-DOWN PIERS, ASSOCIATED STEEL BEAMS, LOAD CYLINDER & DEFLECTION GAUGE. THE LOADING TEST SHALL APPLY LOADS TO THE TEST PIER IN A MINIMUM OF TEN INCREASING INCREMENTS & A MINIMUM OF TEN DECREASING INCREMENTS RANGING FROM STARTING AT 0# AND INCREASING TO ULTIMATE LOAD WITH HOLDS AT EACH INCREMENT OF A MINIMUM OF TWO MINUTES EACH. ALL OF THIS TESTING SHALL BE OBSERVED BY THE EOR AND RECORDED BY THE TESTING AGENCY.
F. ALL HELICAL PIER COMPONENTS SHALL BE HOT DIP GALVANIZED OR STAINLESS STEEL MATERIAL.
G. PRE-APPROVED MANUFACTURER/SYSTEM: "CHANCE HELICAL PILE FOUNDATION SYSTEM" AS MANUFACTURED BY HUBBELL POWER SYSTEMS.
H. SUBSTITUTIONS TO THE "CHANCE HELICAL PILE FOUNDATION SYSTEM" ARE REQUIRED TO SUBMIT, TO THE ENGINEER-OF-RECORD (EOR) FOR REVIEW, ALL PRODUCT DATA AND ASSOCIATED ESR REPORTS FOR ALL COMPONENTS OF THE HELICAL PIER SYSTEM.
J. THE HELICAL PIER CONTRACTOR SHALL SUBMIT TO THE EOR SIGNED & SEALED HELICAL PIER LAYOUT PLANS, HELICAL PIER DETAILS & CALCULATIONS, SHOWING COMPLIANCE WITH THIS SPECIFICATION SECTION AND THE PROJECT DOCUMENTS.

MAGEE ARCHITECTS , L . P.
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STATE OF TEXAS
CHRISTOPHER R. SUBE
53666
LICENSED PROFESSIONAL ENGINEER

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY CHRISTOPHER R. SUBE TX PE No. 53666 ON JUNE 13, 2022

Harrington Park Bond Improvements

City of Duncanville, Texas

Duncanville City of Champions

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Revisions:

Issue Date: 06/16/22

BDB PROJECT No. 21-909

GENERAL NOTES, DESIGN CRITERIA & MATERIAL SPECIFICTIONS

S001

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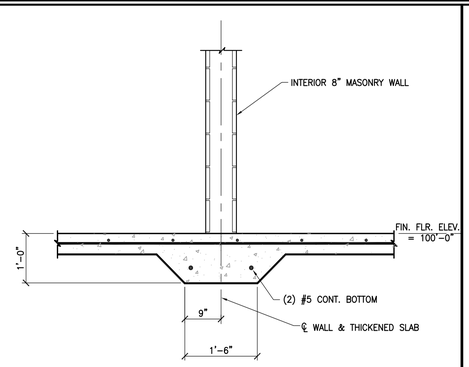
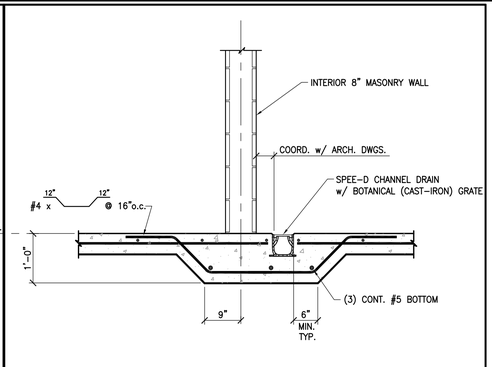


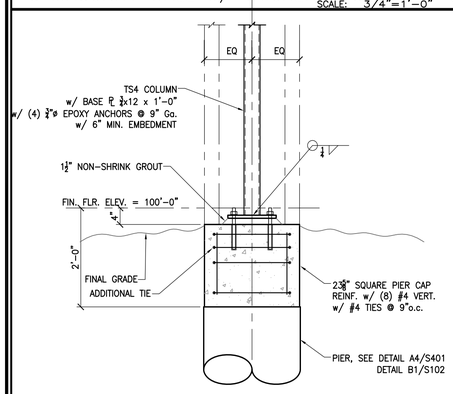
FOUNDATION SECTION @ MASONRY WALL w/ THICKENED SLAB — C1

SCALE: 3/4"=1'-0"



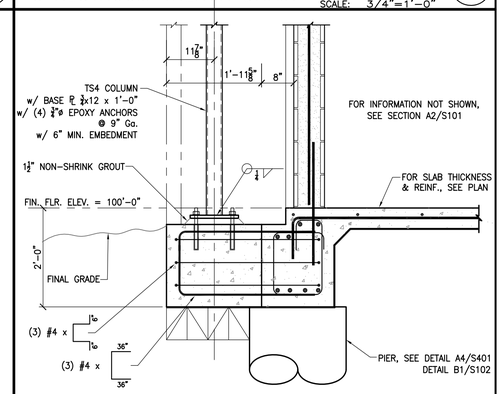
FOUNDATION SECTION @ RESTROOM TRENCH DRAIN — C2

SCALE: 3/4"=1'-0"



FOUNDATION SECTION @ TS4 COLUMN & PIER CAP — B1

SCALE: 3/4"=1'-0"



FOUNDATION SECTION @ TS4 COLUMN & BUMP-OUT — B2

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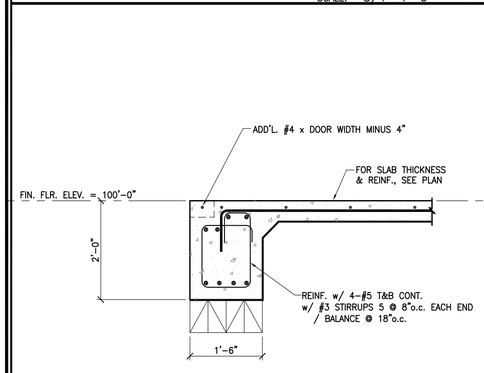
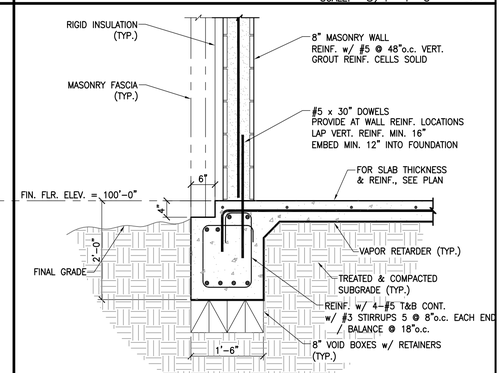


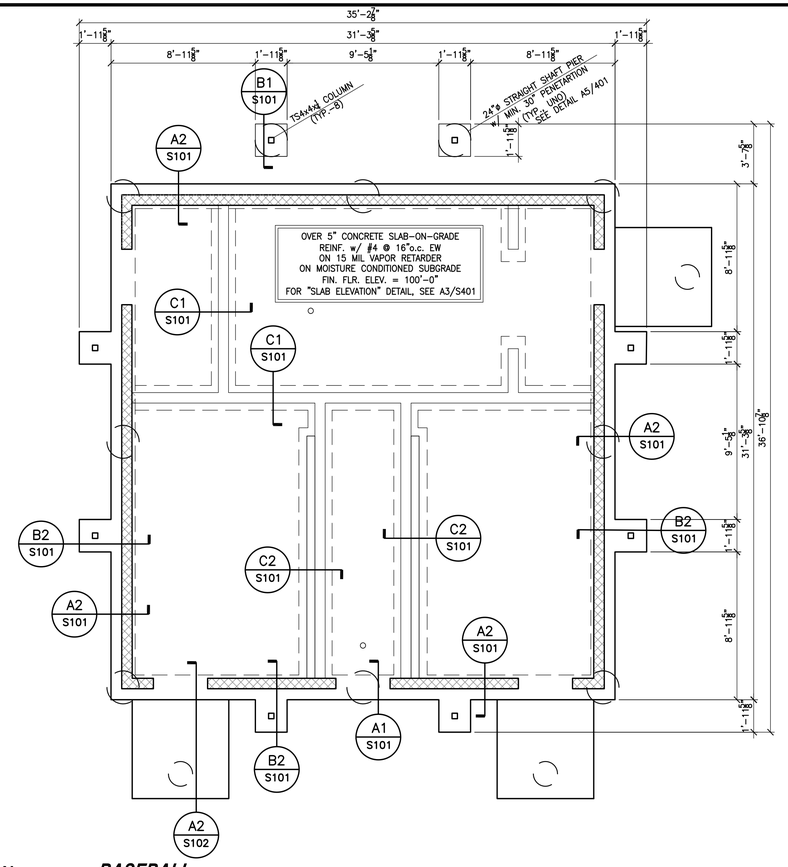
FOUNDATION SECTION @ EXTERIOR DOOR — A1

SCALE: 3/4"=1'-0"



FOUNDATION SECTION @ EXTERIOR MASONRY WALL — A2

SCALE: 3/4"=1'-0"



N

BASEBALL FOUNDATION PLAN

A SCALE: 1/4" = 1'-0"

PLAN NOTES:

1) FOR "GENERAL NOTES" & "DESIGN CRITERIA" & "MATERIAL SPECIFICATIONS", SEE SHEET S001.
2) FOR TYPICAL FOUNDATION SECTIONS & DETAILS, SEE SHEETS S102 & S401.
3) FOR ROOF FRAMING PLAN, SEE SHEET S103.
4) CENTER PIERS UNDER THE GRADEBEAMS THEY SUPPORT.
5) FOR TYPICAL MASONRY DETAILS, SEE SHEET S402.
6) FOR FINISHED FLOOR ELEVATION, SEE CIVIL DRAWINGS.

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STATE OF TEXAS
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LICENSED PROFESSIONAL ENGINEER

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Texas Firm Registration No. F-19899

MAGEE ARCHITECTS, L.P.
DESIGNERS • PLANNERS • INTERIORS

Revisions:

Issue Date: 06/16/22

BDB PROJECT No. 21-909
FOUNDATION PLAN, SECTIONS & DETAILS (BASEBALL)

S101

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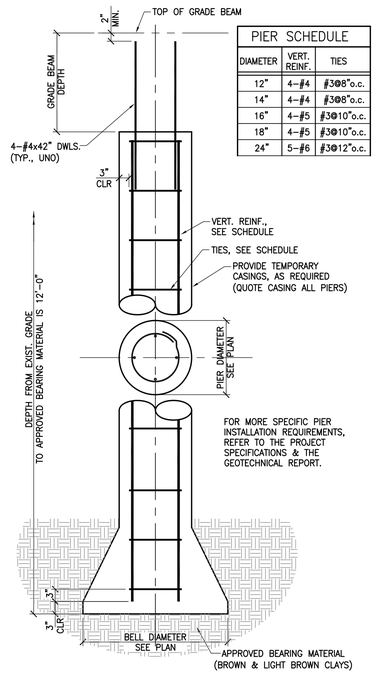
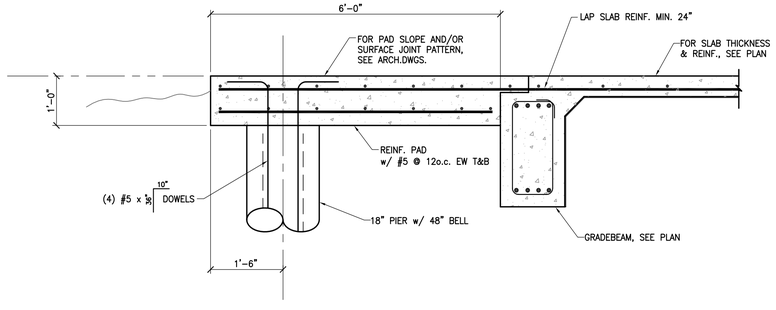
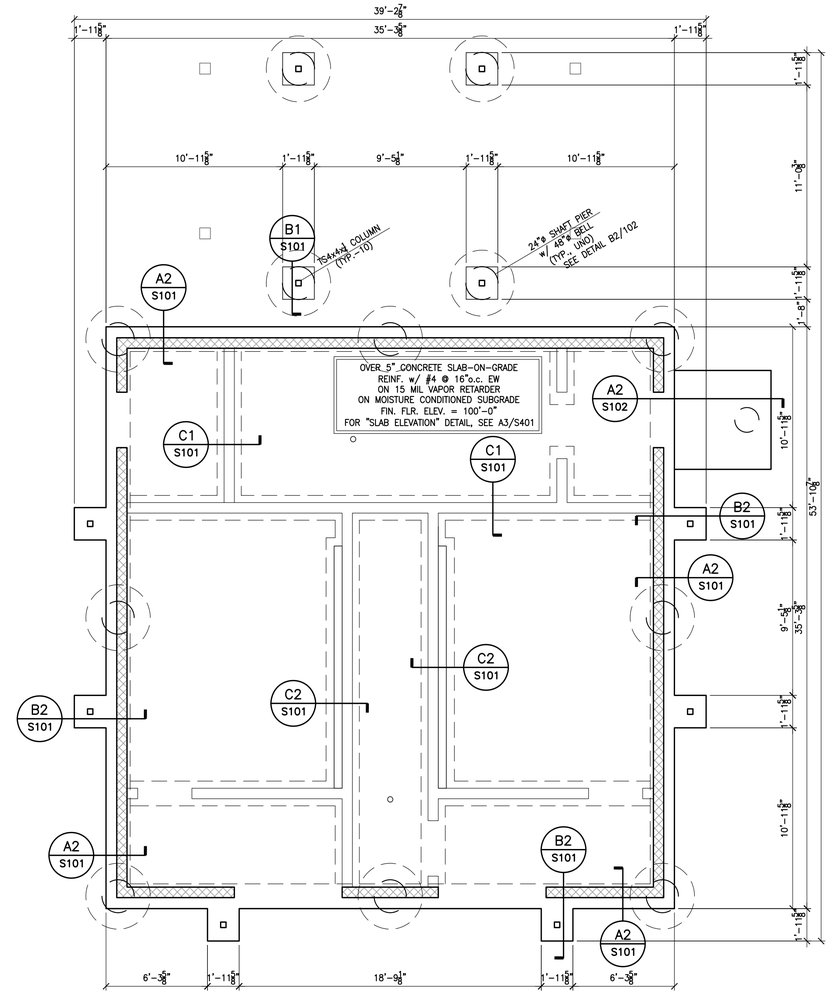


PIER SCHEDULE		
DIAMETER	VERT. REINF.	TIES
12"	4–#4	#3@8"o.c.
14"	4–#4	#3@8"o.c.
16"	4–#5	#3@10"o.c.
18"	4–#5	#3@10"o.c.
24"	5–#6	#3@12"o.c.

TYPICAL PIER DETAIL
@ DRILLED & UNDER-REAMED PIERS (B2)
SCALE: NTS



FOUNDATION SECTION
@ PAD OUTSIDE ESTERIOR DOOR (A2)
SCALE: 3/4"=1'–0"



SOCCER
FOUNDATION PLAN (B)
SCALE: 1/4" = 1'–0"

N

PLAN NOTES:
1) FOR "GENERAL NOTES" & "DESIGN CRITERIA" & "MATERIAL SPECIFICATIONS", SEE SHEET S001.
2) FOR TYPICAL FOUNDATION SECTIONS & DETAILS, SEE SHEETS S101 & S401.
3) FOR ROOF FRAMING PLAN, SEE SHEET S104.
4) CENTER PIERS UNDER THE GRADEBEAMS THEY SUPPORT.
5) FOR TYPICAL MASONRY DETAILS, SEE SHEET S402.
6) FOR FINISHED FLOOR ELEVATION, SEE CIVIL DRAWINGS.

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53666
LICENSED PROFESSIONAL ENGINEER

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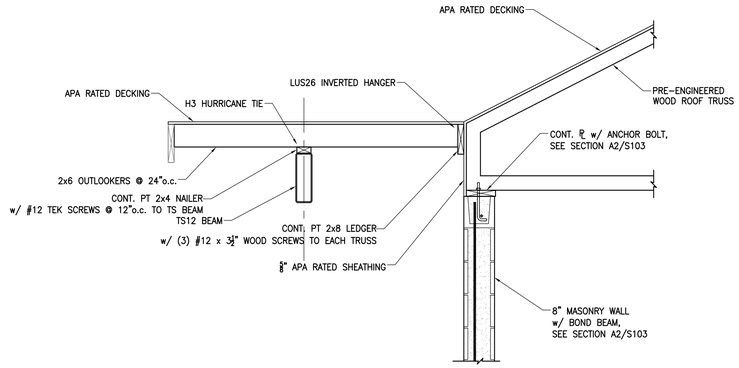
BDB PROJECT No. 21-909

FOUNDATION PLAN, SECTIONS & DETAILS (SOCCER)

S102

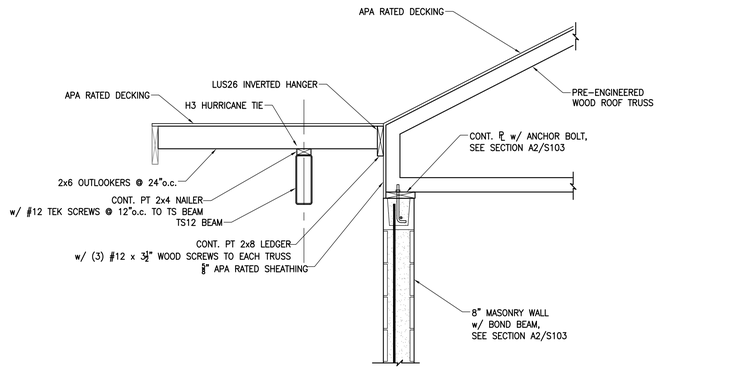
Harrington Park Bond Improvements



ROOF FRAMING SECTION
@ GABLE END w/ TS12 BEAM

C2

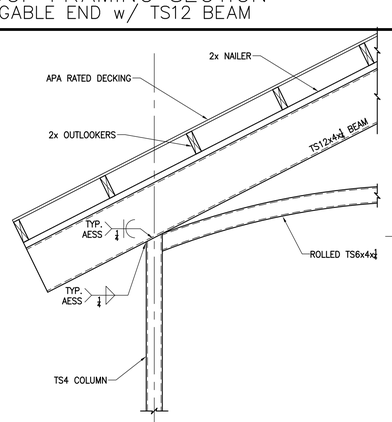
SCALE: 3/4"=1'-0"



ROOF FRAMING SECTION
@ GABLE END w/ TS12 BEAM

B2

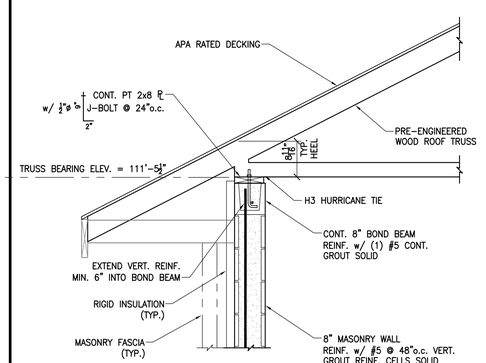
SCALE: 3/4"=1'-0"



ROOF FRAMING SECTION
@ TS4 COL. w/ TS12 BM. @ GABLE

A1

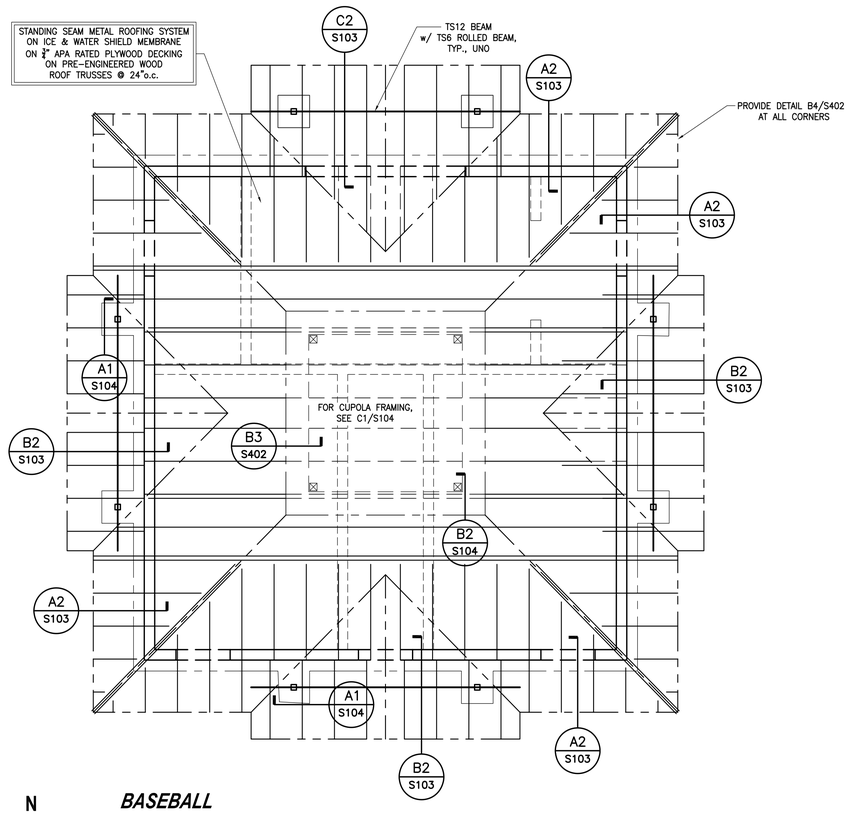
SCALE: 3/4"=1'-0"



ROOF FRAMING SECTION
@ ROOF EAVE w/ MASONRY WALL

A2

SCALE: 3/4"=1'-0"



N

C **BASEBALL ROOF FRAMING PLAN**

SCALE: 1/4" = 1'-0"

PLAN NOTES:

1) FOR "GENERAL NOTES" & "DESIGN CRITERIA" & "MATERIAL SPECIFICATIONS", SEE SHEET S001.
2) FOR TYPICAL ROOF FRAMING SECTIONS & DETAILS, SEE SHEETS S104 & S402.
3) FOR FOUNDATION PLAN, SEE SHEET S101.
4) FOR TYPICAL MASONRY DETAILS, SEE SHEET S402.

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Issue Date: 06/16/22

BDB PROJECT No. 21-0909
ROOF FRAMING PLAN, SECTIONS & DETAILS
[BASEBALL]

S103

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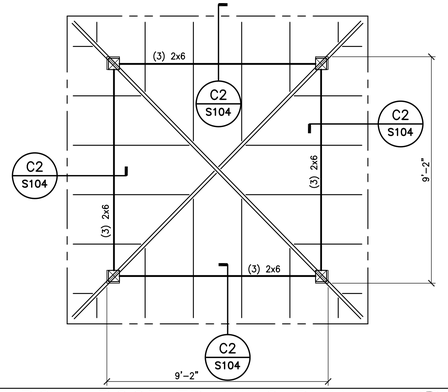
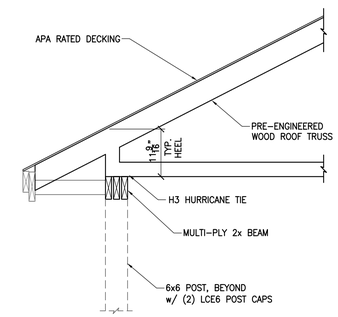


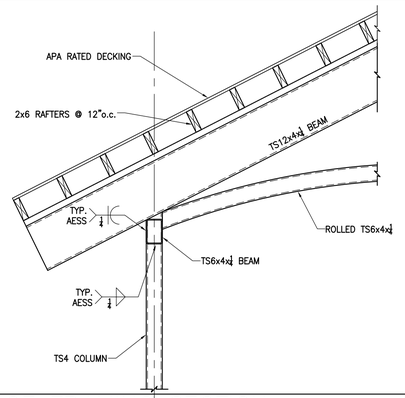
CUPOLA ROOF FRAMING PLAN (C1)

SCALE: 3/8"=1'-0"



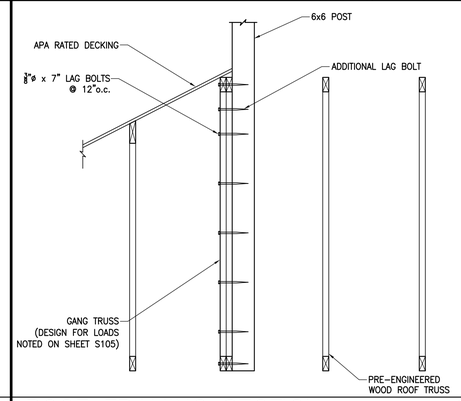
ROOF FRAMING SECTION @ CUPOLA EAVE w/ 2x HEADER BEAM (C2)

SCALE: 3/4"=1'-0"



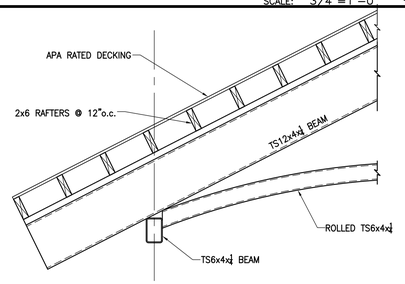
ROOF FRAMING SECTION @TS6 BEAM TO TS4 COLUMN w/ TS12 BEAM (B1)

SCALE: 3/4"=1'-0"



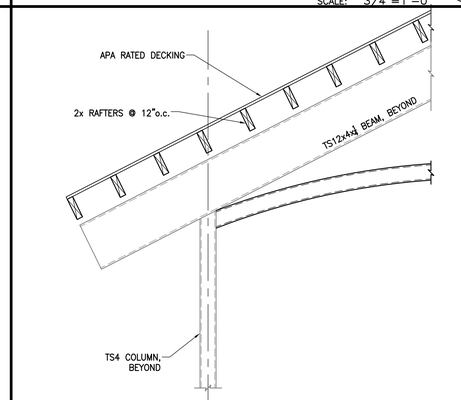
ROOF FRAMING SECTION @ CUPOLA ROOF POST (B2)

SCALE: 3/4"=1'-0"



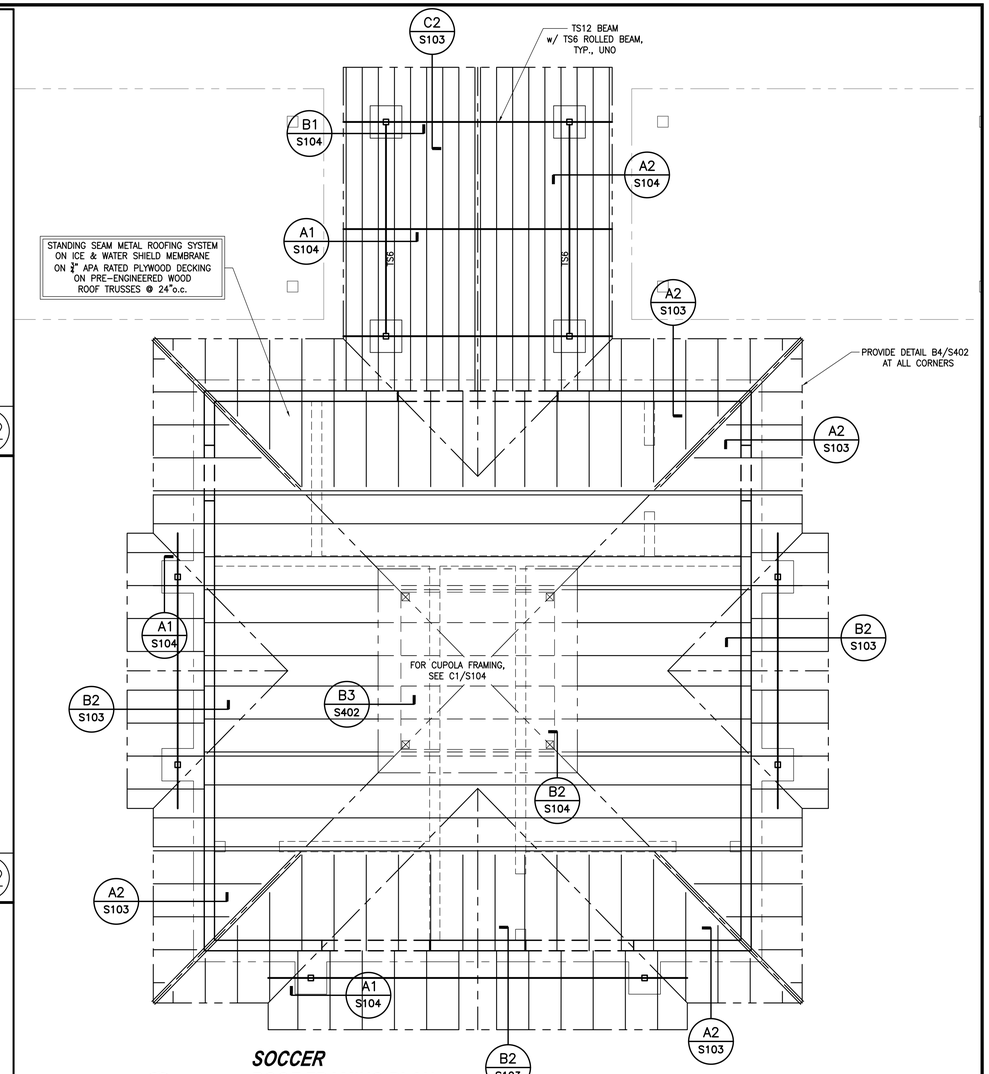
ROOF FRAMING SECTION @ TS4 COL. w/ TS12 BM. @ GABLE (A1)

SCALE: 3/4"=1'-0"



ROOF FRAMING SECTION @ ROOF EAVE w/ MASONRY WALL (A2)

SCALE: 3/4"=1'-0"



SOCCER ROOF FRAMING PLAN (D)

SCALE: 1/4" = 1'-0"

N

PLAN NOTES:

1) FOR "GENERAL NOTES" & "DESIGN CRITERIA" & "MATERIAL SPECIFICATIONS", SEE SHEET S001.
2) FOR TYPICAL ROOF FRAMING SECTIONS & DETAILS, SEE SHEETS S103 & S402.
3) FOR FOUNDATION PLAN, SEE SHEET S102.
4) FOR TYPICAL MASONRY DETAILS, SEE SHEET S402.

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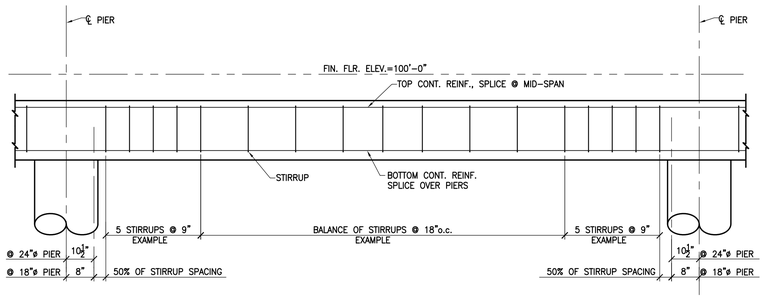
BDB PROJECT No. 21-0909
ROOF FRAMING PLAN, SECTIONS & DETAILS
[SOCCER]

S104

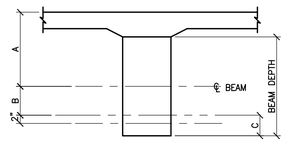
Harrington Park Bond Improvements



GRADE BEAM ELEVATION
REINFORCING LAYOUT

SCALE: NTS

C2

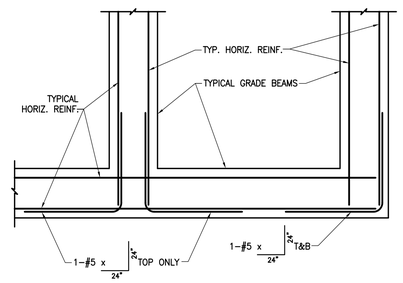


NOTES:
A. NO SLEEVES THIS AREA WITHOUT CONSULTING STRUCTURAL ENGINEER.
B. SLEEVES ARE PERMITTED THIS AREA WITHOUT ALTERATION TO BEAM.
C. SLEEVES THIS AREA, DROP CENTER-LINE OF STEEL TO CLEAR SLEEVE BY 4" & DEEPEN BEAM TO PROVIDE MIN. 3" COVER ON STEEL (PROVIDE TRANSITION OF BEAM DEPTH OVER 6'-0" LENGTH OF BEAM).

GRADE BEAM DETAIL
q SLEEVE THRU BEAM

SCALE: NTS

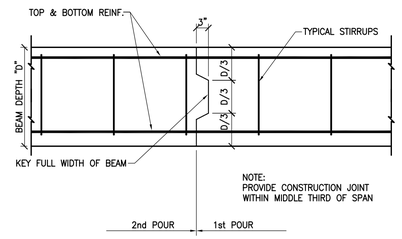
B1



GRADE BEAM DETAIL
@ CORNER BARS

SCALE: NTS

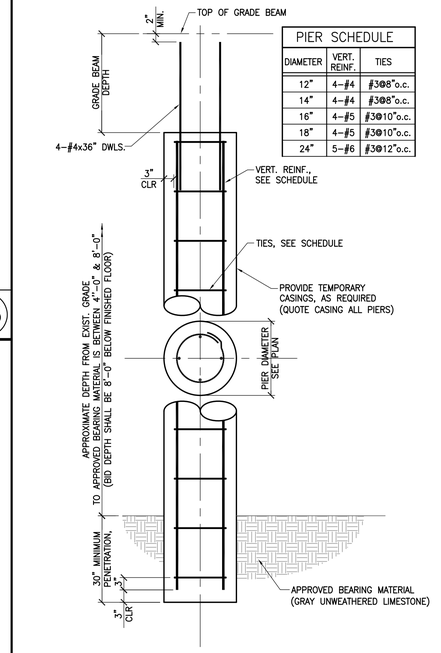
B2



GRADE BEAM DETAIL
@ CONSTRUCTION JOINT

SCALE: NTS

B3



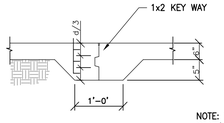
PIER SCHEDULE		
DIAMETER	VERT. REINF.	TIES
12"	4-#4	#3@8"o.c.
14"	4-#4	#3@8"o.c.
16"	4-#5	#3@10"o.c.
18"	4-#5	#3@10"o.c.
24"	5-#6	#3@12"o.c.

TYPICAL PIER DETAIL
@ STRAIGHT SHAFT PIERS

SCALE: NTS

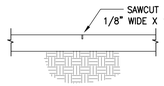
A5

NOTE:
CONSTRUCTION JOINTS MAY BE SUBSTITUTED FOR CONTRACTION JOINTS AT THE CONTRACTOR'S OPTION



CONSTRUCTION JOINT

NOTE: PROVIDE CONTRACTION JOINTS @ 15'-0"o.c. MAX. EW, UNO ON PLAN



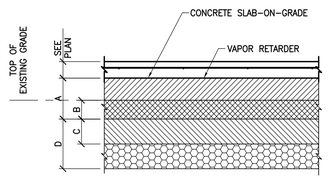
NOTE: SAWCUT SLAB-ON-GRADE WITHIN 8 HOURS OF CONCRETE PLACEMENT

CONTRACTION JOINT

SLAB JOINT DETAIL
@ 5" SOG

SCALE: NTS

A2



NOTES:
A. MINIMUM 12" SELECT FILL (WITH A PI OF 8±4). COMPACT TO 95% OF STANDARD PROCTOR DRY DENSITY (ASTM D-698)
B. REMOVE EXISTING VEGETATION, DEBRIS, ORGANIC MATERIAL OR ANY OTHER DELETERIOUS MATERIAL.
C. SUBGRADE – EXISTING SOILS, SCARIFY & COMPACT UPPER 12" TO 95% (±3%) OF STANDARD PROCTOR DRY DENSITY (ASTM D-698).
D. REMOVE UPPER THREE FEET OF SUBGRADE, MOISTURE CONDITION THESE SOILS, REPLACE MOISTURE CONDITIONED SOILS AND COMPACT TO 95% (±3%) OF STANDARD PROCTOR DRY DENSITY (ASTM D-698).

EACH LIFT SHALL BE FIELD TESTED FOR DENSITY.

(FOR MORE SPECIFIC REQUIREMENTS, REFER TO THE GEOTECHNICAL REPORT)

SLAB-ON-GRADE ELEVATION

SCALE: NTS

A3

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City of Duncanville, Texas

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Revisions:

Issue Date: 06/16/22

BDB PROJECT No. 21-909

FOUNDATION SECTIONS & DETAILS

S401

MAGEE ARCHITECTS, L.P.
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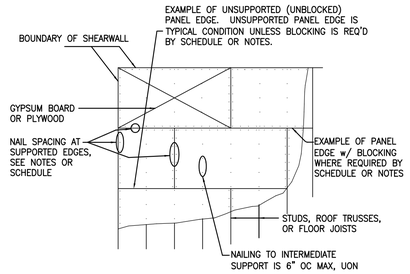
Harrington Park Bond Improvements

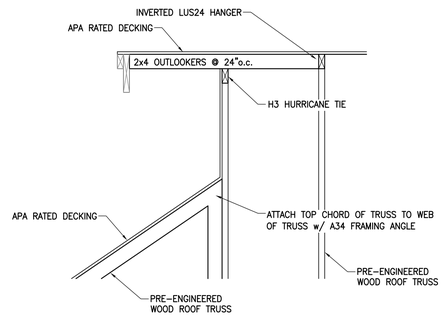


NAILING PATTERN FOR SHEATHING ON ROOF, FLOOR AND SHEARWALLS

NAILING PATTERN DETAIL FOR ROOF & WALL SHEATHING

SCALE: NTS

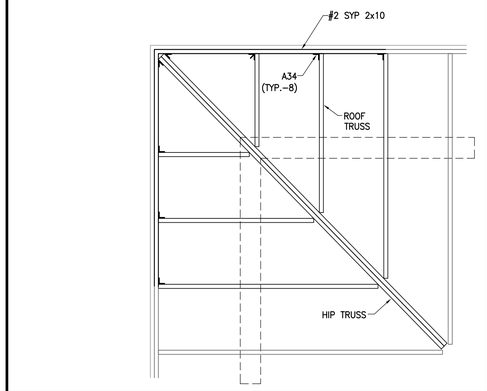
C3



ROOF FRAMING DETAIL @ GABLE END

SCALE: NTS

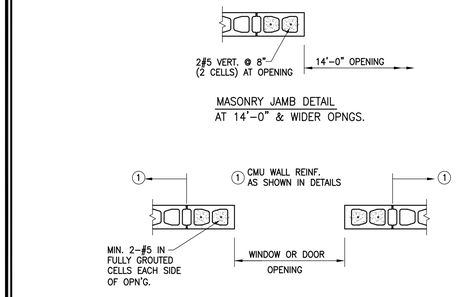
B3



ROOF FRAMING DETAIL @ EAVE CORNER

SCALE: 3/4"=1'-0"

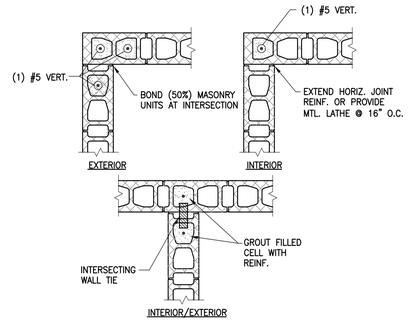
B4



CMU MASONRY JAMBS

SCALE: NTS

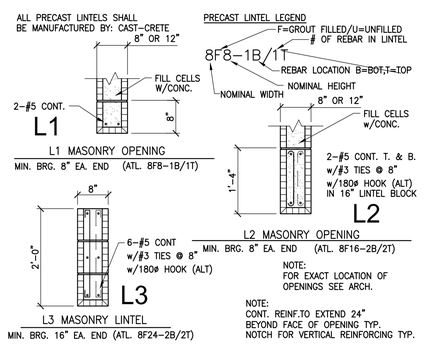
A1



CMU MASONRY CORNER JOINTS EXTERIOR & INTERIOR

SCALE: NTS

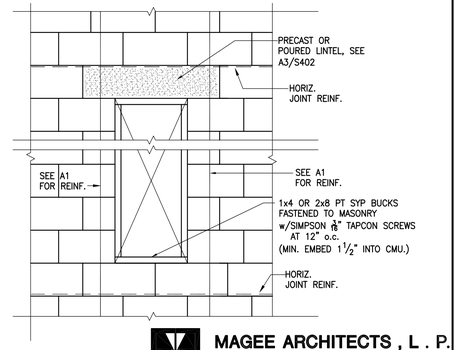
A2



MASONRY LINTEL DETAIL

SCALE: NTS

A3



MASONRY REINFORCING DETAIL @ OPENING

SCALE: NTS

A4

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Harrington Park Bond Improvements
City of Duncanville, Texas

Duncanville City of Champions
Texas 811 Know what's below. Call before you dig.

Revisions:

Issue Date: 06/16/22

BDB PROJECT No. 21-909

ROOF FRAMING & MASONRY SECTIONS & DETAILS

S402

Harrington Park Bond Improvements

GENERAL NOTES

1	PERFORM ALL WORK IN ACCORDANCE WITH ALL APPLICABLE CODES AND AUTHORITIES HAVING JURISDICTION. PROVIDE ALL PERMITS, INSPECTIONS, LICENSES AND FEES. FURNISH ALL LABOR, EQUIPMENT, SUPPLIES, AND MATERIALS NECESSARY TO PROVIDE COMPLETE AND OPERATIONAL SYSTEMS.
2	THE DRAWINGS AND SPECIFICATIONS INDICATE THE GENERAL DESIGN AND ARRANGEMENT OF PIPES, FIXTURES, EQUIPMENT, SYSTEMS, ETC. INFORMATION SHOWN IS DIAGRAMMATIC IN CHARACTER AND DOES NOT NECESSARILY INDICATE EVERY REQUIRED OFFSET, FITTING, ETC. DO NOT SCALE THE DRAWINGS FOR DIMENSIONS. TAKE ALL DIMENSIONS, MEASUREMENTS, EQUIPMENT LOCATIONS, LEVELS, ETC. FROM THE ARCHITECTURAL DRAWINGS, FIELD MEASUREMENTS, AND FROM THE EQUIPMENT TO BE FURNISHED. PIPING MAY BE RELOCATED OR OFFSET FOR PROPER CLEARANCES OR TO AVOID CONFLICTS WITH OTHER TRADES. THE DESIGN INTENT (I.E. PITCHES, VELOCITIES, PRESSURE DROPS, VOLTAGE DROPS, ETC.) CANNOT BE GREATLY ALTERED WITHOUT THE APPROVAL OF THE ARCHITECT. THE COST OF THESE DEVIATIONS TO AVOID INTERFERENCE'S SHALL BE PART OF THE ORIGINAL CONTRACT BID.
3	CONFER AND COOPERATE WITH ALL OTHER TRADES TO COORDINATE THEIR WORK. COORDINATION SHALL INCLUDE, BUT SHALL NOT BE LIMITED TO, MATERIALS AND EQUIPMENT ROUTED IN CEILING AND WALL CAVITIES, EQUIPMENT ARRANGEMENT IN MECHANICAL SPACES, INCLUDING EQUIPMENT CLE
4	BASE FINAL INSTALLATION OF MATERIALS AND EQUIPMENT ON ACTUAL DIMENSIONS AND CONDITIONS AT THE PROJECT SITE. FIELD MEASURE FOR MATERIALS AND EQUIPMENT REQUIRING EXACT FIT. NO EXTRAS WILL BE GIVEN FOR THE CONTRACTOR'S FAILURE TO FIELD COORDINATE.
5	NEITHER THE OWNER NOR ENGINEER IS RESPONSIBLE FOR THE CONTRACTOR'S SAFETY PRECAUTIONS OR FOR MEANS, METHODS, TECHNIQUES, CONSTRUCTION SEQUENCES, OR PROCEDURES REQUIRED TO PERFORM THE WORK.
6	LOCATE ALL EQUIPMENT THAT MUST BE SERVICED, OPERATED, OR MAINTAINED IN FULLY ACCESSIBLE POSITIONS. EQUIPMENT SHALL INCLUDE, BUT NOT BE LIMITED TO, VALVES, MOTORS, CONTROLLERS, SWITCHGEAR, AND DRAIN POINTS IF REQUIRED FOR BETTER ACCESSIBILITY. FURNISH ACCESS DOORS FOR THIS PURPOSE. MINOR DEVIATIONS FROM THE DRAWINGS MAY BE ALLOWED TO PROVIDE FOR BETTER ACCESSIBILITY. ANY CHANGES SHALL BE APPROVED BY THE ARCHITECT AND CONSTRUCTION MANAGER/GENERAL CONTRACTOR PRIOR TO MAKING THE CHANGE.
7	PROVIDE ACCESS DOORS, WALL OPENINGS, ROOF OPENINGS, OR ANY OTHER CONSTRUCTION REQUIREMENT NEEDED TO ACCOMMODATE THE MECHANICAL EQUIPMENT. LOCATIONS OF THESE OPENINGS SHALL BE SUBMITTED IN SUFFICIENT TIME TO BE INSTALLED IN THE NORMAL COURSE OF WORK.
8	COORDINATE ELECTRICAL REQUIREMENTS OF APPROVED MECHANICAL EQUIPMENT WITH THE ELECTRICAL SUB-CONTRACTOR PRIOR TO THE PURCHASE AND INSTALLATION OF ANY ELECTRICAL EQUIPMENT, DEVICES, WIRING, OR CONDUIT.
9	PROVIDE GENERAL CONTROL WIRING, THERMOSTATS, MOTORIZED DAMPERS AND CONDUIT ASSOCIATED WITH HVAC EQUIPMENT. COORDINATE THE LOCATION OF ALL THERMOSTATS, ROOM SENSORS, ETC. WITH THE ARCHITECT AND ALL OTHER TRADES PRIOR TO INSTALLATION. IF A CONFLICT WITH MILLWORK, LIGHT SWITCHES, WINDOWS, ETC. EXISTS, NOTIFY THE ARCHITECT OF THE POTENTIAL INTERFERENCE PRIOR TO INSTALLATION. INSTALL THERMOSTATS WITH PROTECTIVE LOCKING COVER, CENTERED AT 4'-0" ABOVE FINISHED FLOOR, UNLESS OTHERWISE INDICATED. COMPLY WITH THE PROVISIONS OF THE AMERICANS WITH DISABILITIES ACT (ADA) AND THE TEXAS ACCESSIBILITY'S STANDARD (TAS).
10	ALL DIMENSIONS SHOWN ON THE DRAWINGS FOR DUCTWORK ARE NET INSIDE CLEAR DIMENSIONS. FOR RECTANGULAR DUCT, THE FIRST FIGURE OF THE DUCT SIZE INDICATES THE DIMENSION OF THE FACE SHOWN. VERIFY THAT THE DUCTWORK SPECIFIED WILL FIT IN THE SPACE AVAILABLE USING THE ARCHITECTURAL, STRUCTURAL, AND ELECTRICAL DRAWINGS AS REFERENCE PRIOR TO FABRICATION AND INSTALLATION.
11	PROVIDE TURNING VANES ON ALL RECTANGULAR SUPPLY, EXHAUST, AND RETURN DUCTWORK INCLUDING THE TOP AND BOTTOM OF VERTICAL DUCTS UNLESS OTHERWISE INDICATED.
12	PROVIDE A LOCKING QUADRANT VOLUME DAMPER AT THE TAP OF EACH RUN-OUT TO DIFFUSERS FOR BALANCING PURPOSES, UNLESS OTHERWISE INDICATED. THE RUN-OUT DUCT SIZE IS THE SAME SIZE AS THE DIFFUSER OR GRILLE NECK SIZE, UNLESS OTHERWISE INDICATED.

GENERAL NOTES

13	REFER TO ARCHITECTURAL DRAWINGS FOR LOCATION OF ALL FIRE RATED WALLS AND CEILINGS. PROVIDE FIRE DAMPERS AND/OR COMBINATION FIRE/SMOKE DAMPERS IN DUCTWORK AT ALL LOCATIONS WHERE DUCTS PASS THROUGH FIRE RATED ASSEMBLY. MECHANICAL SUB-CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING AND INSTALLING FIRE AND FIRE/SMOKE DAMPERS. COORDINATE CONSTRUCTION REQUIREMENTS AND PROVISIONS FOR CONNECTIONS TO FIRE ALARM SYSTEM.
14	ALL DUCTWORK SHALL BE SHEET METAL FABRICATED IN ACCORDANCE WITH SMACNA STANDARDS. ALL DUCTWORK ASSOCIATED WITH CONSTANT VOLUME SYSTEMS SHALL BE CONSTRUCTED TO 2" W.G. AND SEALED TO SMACNA CLASS A. SEAL ALL SEAMS WITH MASTIC SEALANT UL 181 LISTED FOR THE APPLICATION USED. SEALANT SHALL BE DESIGNED FOR USE ON METAL DUCT AND FLEXIBLE DUCT.
15	INSTALL DX PIPING AS SPECIFIED, INCLUDING FILTER/DRYER, SIGHT GLASS, ISOLATION/CHARGING VALVES, AND ALL APPURTENANCES PER MANUFACTURER'S RECOMMENDATIONS. INSTALLATION SHALL BE ACCOMPLISHED IN A NEAT AND ORDERLY FASHION, AS APPROVED BY THE ENGINEER. COORDINATE FOR ROUTING OF DX PIPING, UP INSIDE OF WALLS, ETC. AS REQUIRED, TERMINATING AT AHU's. PROVIDE BRACING/ISOLATION AS REQUIRED TO PREVENT VIBRATION OF DX PIPING INSIDE WALLS, ETC. SIZE, ROUTE, AND INSULATE DX PIPING PER MANUFACTURER'S RECOMMENDATIONS AND SPECIFICATION REQUIREMENTS.
16	PROVIDE VIBRATION ISOLATORS FOR MOTOR DRIVEN EQUIPMENT, UNLESS OTHERWISE NOTED. PROVIDE ISOLATION AS INDICATED OR AS RECOMMENDED BY THE EQUIPMENT MANUFACTURER.
17	SOME PIPES AND DUCTS SHOWN ON EACH FLOOR PLAN MAY BE SHOWN WITH AN OFFSET FOR CLARITY.
18	SEAL ALL PIPE AND DUCT PENETRATIONS THROUGH FIRE RATED BUILDING ELEMENTS WITH AN APPROVED FIRE PROOFING MATERIAL.
19	ALL EQUIPMENT SHALL HAVE IDENTIFICATION TAGS. TAGS SHALL BE PLASTIC LAMINATE, WHITE FACE WITH 1/2" TALL BLACK LETTERS. THE TAG SHALL MATCH THE UNIT DESIGNATIONS SHOWN ON THE SCHEDULES.
20	EXPAND OR REDUCE DUCTS AT EQUIPMENT CONNECTIONS BASED ON THE EQUIPMENT PURCHASED, WITH TRANSITIONS NOT TO EXCEED 30 DEGREES. SIZES SHOWN ON SCHEDULES, ETC. ARE FOR GUIDANCE ONLY. ASPECT RATIO SHALL BE NO GREATER THAN 4:1, PER SMACNA'S GUIDELINES.
21	ALL DUCTS WITH A DIMENSION GREATER THAN 12" PASSING THRU A NON-RATED WALL SHALL HAVE THE OPENING FRAMED IN WITH METAL STUDS. COORDINATE OPENING SIZE AND LOCATION WITH OTHER TRADES.
22	WHERE DAMPERS ARE LOCATED ABOVE HARD CEILINGS PROVIDE CONCEALED YOUNG REGULATORS. REGULATORS SHALL NOT BE LOCATED IN CORRIDORS, PATIENT CARE, OR TREATMENT AREAS. EACH REGULATOR SHALL BE LABELED PER THE SPECIFICATIONS.
23	TEST AND BALANCE SHALL BE PERFORMED BY AN AABC LICENSED FIRM IN THE TESTING, ADJUSTING, AND BALANCING (TAB) BUSINESS FOR A MINIMUM OF 10 YEARS. AABC FIRM SHALL SUBMIT A REPORT TO THE ENGINEER OF RECORD INDICATING EQUIPMENT NAMEPLATE DATA, DESIGN PERFORMANCE, INITIAL TESTED PERFORMANCE, AND FINAL ADJUSTED PERFORMANCE. REPORT SHALL BE SUBMITTED IN A TIMELY FASHION PRIOR TO JOB CLOSE-OUT. TAB SHALL BE PERFORMED ON ALL NEW SYSTEMS SPECIFIED AND ON ALL EXISTING SYSTEMS MODIFIED AS PART OF THIS CONTRACT. TAB FIRM SHALL PERFORM A FUNCTIONAL PERFORMANCE TEST OF THE SYSTEM BASED ON THE CONTRACT DOCUMENTS HEREIN AND SHALL RELAY ALL DISCREPANCIES AND OUTSTANDING CONSTRUCTION ITEMS RELATING TO THE MECHANICAL EQUIPMENT AND PERFORMANCE TO THE ENGINEER OF RECORD.

ABBREVIATIONS

(D)	DEMOLISH
(E)	EXISTING
101	
A/E	ARCHITECT/ENGINEER
AC	AIR CONDITIONING UNIT
AD	ACCESS DOOR
AFF	ABOVE FINISHED FLOOR
AFS	AIR FLOW SWITCH
AHU	AIR HANDLING UNIT
APPROX	APPROXIMATE, APPROXIMATELY
BAS	BUILDING AUTOMATION SYSTEM
BHP	BRAKE HORSE POWER
BTU	BRITISH THERMAL UNITS PER HOUR
C/A	COMBUSTION AIR
CC	COOLING COIL
CFH	CUBIC FEET PER HOUR
CFM	CUBIC FEET PER MINUTE
CLG	CEILING
CU	CONDENSING UNIT
D	EQUIPMENT DRAIN
DB	DRY BULB
DEG	DEGREES
DN	DOWN
E/A	EXHAUST AIR
EAT	ENTERING AIR TEMPERATURE
EDH	ELECTRIC DUCT HEATER
EF	EXHAUST FAN
ELL	ELBOW
EQUIP	EQUIPMENT
EWT	ENTERING WATER TEMPERATURE
F	DEGREES FAHRENHEIT
FCU	FAN COIL UNIT
FD	FIRE DAMPER
FLA	FULL LOAD AMPS
FLR	FLOOR
FPVAV	FAN POWERED VAV
FSD	FIRE SMOKE DAMPER
FT WG	FEET WATER GAUGE
FT.	FEET, FOOT
GA	US GAUGE
GPM	GALLONS PER MINUTE
H	HEIGHT
HP	HORSE POWER
HPC	HIGH PRESSURE CONDENSATE
HPS	HIGH PRESSURE STEAM
HWR	HEATING WATER RETURN
HWS	HEATING WATER SUPPLY
HZ	HERTZ
IN WG	INCHES WATER GAUGE
IN.	INCH, INCHES

ABBREVIATIONS

KW	KILOWATTS
L	LENGTH
LAT	LEAVING AIR TEMPERATURE
LB	POUNDS
LPC	LOW PRESSURE CONDENSATE
LPS	LOW PRESSURE STEAM
LRA	LOCKED ROTOR AMPS
LWT	LEAVING WATER TEMPERATURE
MAX	MAXIMUM
MBH	1000 BRITISH THERMAL UNITS PER HOUR
MCA	MINIMUM CIRCUIT AMPACITY
MFR	MANUFACTURER
MIN	MINIMUM
N/A	NOT APPLICABLE
N/C	NORMALLY CLOSED
N/O	NORMALLY OPEN
O/A	OUTSIDE AIR
O/C	ON CENTER
OBD	OPPOSED BLADE DAMPER
PEF	PURGE EXHAUST FAN
PH	PHASE
PROVIDE	FURNISH AND INSTALL
PRV	PRESSURE REDUCING VALVE
PSI	POUNDS PER SQUARE INCH
R/A	RETURN AIR
RE:	REFERENCE, REFER
RL	REFRIGERANT LIQUID
RLA	RUNNING LOAD AMPS
RM	ROOM
RPM	REVOLUTIONS PER MINUTE
RS	REFRIGERANT SUCTION
S/A	SUPPLY AIR
SD	SMOKE DAMPER
SF	SQUARE FOOT, SUPPLY FAN
SPECS	SPECIFICATIONS
T, TSTAT	THERMOSTAT, ROOM SENSOR
T/A	TRANSFER AIR
THRU	THROUGH
TSP	TOTAL STATIC PRESSURE
TYP	TYPICAL
UH	UNIT HEATER
UL	UNDERWRITERS LABORATORIES, INC.
V	VOLTAGE
VAV	VARIABLE AIR VOLUME
VEL	VELOCITY
VFD	VARIABLE FREQUENCY DRIVE
W/	WITH
W/O	WITHOUT
WB	WET BULB

BASIS OF MECHANICAL DESIGN

PRIMARY MECHANICAL CODES:	
MECHANICAL:	2015 INTERNATIONAL MECHANICAL CODE (WITH CITY AMENDMENTS).
ENERGY:	2015 INTERNATIONAL ENERGY CODE (WITH CITY AMENDMENTS).
PROJECT DESIGN VALUES	
OUTDOOR TEMPERATURE (SUMMER):	99°F (DRYBULB), 75°F (WETBULB),
AMBIENT TEMPERATURE AT CU:	105°F (DRYBULB, SUMMER)
OUTDOOR TEMPERATURE (WINTER):	22°F (DRYBULB)
INDOOR TEMPERATURE (SUMMER):	75°F (DRYBULB) 50% (RELATIVE HUMIDITY)
INDOOR TEMPERATURE (WINTER):	70°F (DRYBULB)
OUTSIDE AIR REQUIREMENTS:	PER IMC TABLE 403.3

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100% REVIEW SET

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MECHANICAL LEGEND AND SYMBOLS

M001

Harrington Park Bond Improvements

DX SPLIT SYSTEM HEAT PUMP SCHEDULE

MARK FCU- / CU-	INDOOR UNIT					CONDENSING UNIT									FCU COOLING PERFORMANCE DATA						REMARKS
	ARRANGEMENT	UNIT CFM	ESP (IN)	UNIT WT	LG MODEL SERIES	QUANTITY COMP	REF TYPE	QUANTITY FANS	POWER CONNECTION V	PH	MCA	MOCP	UNIT WT	LG MODEL SERIES	MIN CAP (MBH) TOTAL	SENS	AMB DB	ENTERING DB	WB	MIN. SEER	
B1	CEILING CASSETTE	460	0.1	40 LB	LCN188HV4	1	R-410A	1	230	1	20	30	140 LB	LUU189HV	18.0	15.0	105	75	62.5	20.5	1 THRU 13
S1	CEILING CASSETTE	460	0.1	40 LB	LCN188HV4	1	R-410A	1	230	1	20	30	140 LB	LUU189HV	18.0	15.0	105	75	62.5	20.5	1 THRU 13

REMARKS:
1. INDOOR UNIT IS POWERED THROUGH OUTDOOR UNIT CIRCUIT.
2. SIZE, ROUTE, INSULATE AND PROVIDE APPURTENANCES FOR DX PIPING SYSTEMS, IN STRICT ACCORDANCE WITH MANUFACTURER'S PUBLISHED INSTRUCTIONS.
3. LISTED CAPACITIES ARE FOR THE AIR HANDLER UNIT AND CONDENSER UNIT COMBINATION. UNITS SHALL PERFORM TO LISTED CAPACITIES.
4. LG IS THE BASIS OF DESIGN. ACCEPTABLE MANUFACTURERS ARE: MITSUBISHI, FREIDRICH, DAIKIN, CARRIER.
5. SEER / EER. RATINGS ARE AT ARI CONDITIONS FOR CONDENSING UNIT ONLY.
6. PROVIDE FILTER DRYER AND SIGHT GLASS ON THE DX LINES.
7. PROVIDE LITTLE GIANT EC-OP-K CONDENSATE PUMP PACKAGE
8. PROVIDE FACTORY PROGRAMMABLE THERMOSTAT 7-DAY, 2-EVENT.
9. COORDINATE OUTDOOR UNIT MOUNTING REQUIREMENTS AND ROOF PENETRATIONS.
10. PROVIDE FACTORY CONDENSER COIL HAIL GUARDS
11. UNITS SHALL BE PROVIDED WITH TXV VALVES
12. FOR LONG DX RUNS, USE MANUFACTURER'S RECOMMENDED LONG LINE INSTALLATION GUIDELINES
13. PROVIDE MOUNTING FRAME FOR LAY-IN CEILING.

FAN SCHEDULE

MARK	TYPE	LOCATION	CFM	EXT. SP IN WG	MOTOR DATA HP	VOLTS	PH	DRIVE	MAX SONES	WEIGHT	MANUFACTURER/ MODEL SERIES	REMARKS
EF-B1	INLINE	ATTIC	800	0.3	1/6	120	1	DIRECT	10.0	60 LB	LOREN-COOK/SQND	1,2,3,4
EF-B2	CABINET	ATTIC	2,500	0.3	1	208	1	DIRECT	10.0	120 LB	LOREN-COOK/GN2000	1,2,3,5
EF-S1	INLINE	ATTIC	800	0.3	1/6	120	1	DIRECT	10.0	60 LB	LOREN-COOK/SQND	1,2,3,4
EF-S2	CABINET	ATTIC	2,500	0.3	1	208	1	DIRECT	10.0	120 LB	LOREN-COOK/GN2000	1,2,3,5
SF-B1	INLINE	ATTIC	660	0.3	1/6	120	1	DIRECT	10.0	60 LB	LOREN-COOK/SQND	1,2,3,4
SF-S1	INLINE	ATTIC	660	0.3	1/6	120	1	DIRECT	10.0	60 LB	LOREN-COOK/SQND	1,2,3,4

REMARKS:
1. LOREN COOK IS THE BASIS FOR DESIGN. ACCEPTABLE ALTERNATE MANUFACTURER'S ARE: GREENHECK, TWIN CITY, AND CAPTIVEAIRE. CONTRACTOR IS RESPONSIBLE FOR VARIATIONS IN FIT AND ELECTRICAL SERVICE.
2. SUSPEND FROM STRUCTURE ABOVE, USE FAN MANUFACTURER'S HANGING VIBRATION ISOLATOR KIT.
3. PROVIDE FAN WITH INTEGRAL DISCONNECT AND GRAVITY BACKDRAFT DAMPER.
4. FAN TO RUN CONTINUOUSLY DURING OCCUPIED HOURS.
5. PROVIDE AND INTERLOCK WITH SPACE THERMOSTAT.

AIR DEVICE SCHEDULE

MARK	SERVES	NECK SIZE	FACE SIZE	MOUNTING	TYPE	MATERIAL	MAXIMUM NC	DESIGN BASIS MANUFACTURER/ MODEL SERIES	REMARKS
S1	SUPPLY	6,8	12" x 12"	CEILING	LOUVERED	ALUMINUM	30	PRICE SMD	1,2,3
S2	SUPPLY	VARIES	10" x 6"	SIDEWALL	DOUBLE DEFLECTION	ALUMINUM	30	PRICE 520D	2
E1	EXHAUST	10" x 10"	12" x 12"	CEILING	PERFORATED	ALUMINUM	30	PRICE PDDR	1,2,3

REMARKS:
1. PROVIDE MOUNTING FRAME TO BE COMPATIBLE WITH TYPE OF CEILING IN WHICH THE DEVICE IS TO BE MOUNTED. REFER TO ARCHITECTURAL REFLECTED CEILING PLAN FOR CEILING TYPES.
2. PROVIDE WHITE BAKED ENAMEL FINISH.
3. WHERE ROUND NECK SIZE IS NOTED ON DUCTWORK PLAN, PROVIDE RECTANGULAR TO ROUND DUCT COLLAR.

ELECTRIC DUCT HEATER SCHEDULE

MARK EDH-	SERVES	CFM	EXT. SP. IN. WG	CAP KW	ENT AIR DB F	LEAVING AIR DB F	ELECTRICAL VOLTS	PH	MANUFACUTRER AND MODEL NUMBER	REMARKS
B1	SF-B1	660	0.05	10	22	70	480	3	INDEECO QUA	1,2,3,4,5
S1	SF-S1	660	0.05	10	22	70	480	3	INDEECO QUA	1,2,3,4,5

1. STAGES TO BE EQUALLY SIZED, UNLESS OTHERWISE NOTED.
2. PROVIDE WITH INTEGRAL DISCONNECT SWITCH.
3. DESIGNED FOR HORIZONTAL FLOW APPLICATION.
4. OR APPROVED EQUAL.
5. PROVIDE WITH 2 HEAT STAGES

4' 0' 4' 8'
1/4" = 1'-0"

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MECHANICAL SCHEDULES

M002

Harrington Park Bond Improvements

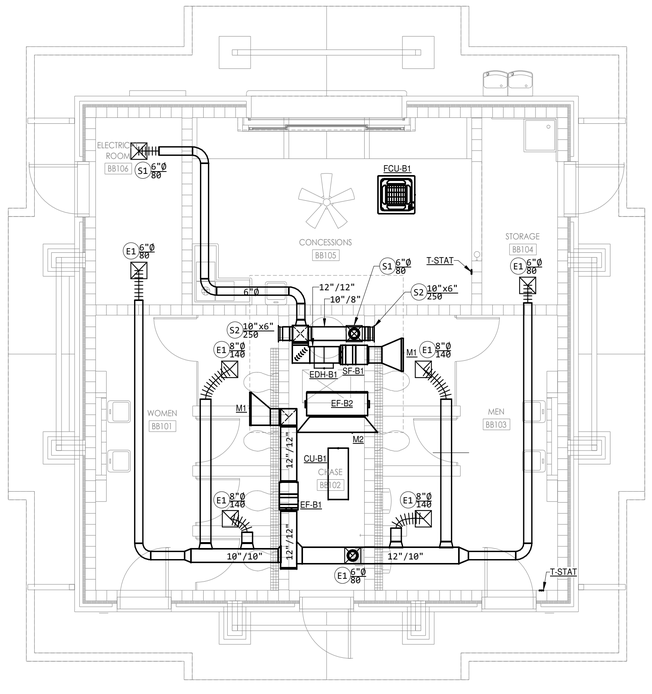
SEQUNCE OF OPERATIONS: RESTROOM VENTILATION (EF-B1, EF-S1, SF-B1, SF-S1)
1. EXHAUST AND SUPPLY FAN SHALL BE INTERLOCKED TO START/STOP SIMULTANEOUSLY. FANS SHALL RUN CONTINUOUSLY DURING OCCUPIED MODE AT SCHEDULED CFM. THE OPERATOR SHALL BE ABLE TO SCHEDULE FANS ON/OFF BASED ON A PREDEFINED SCHEDULE.

2. FANS SHALL BE INTERLOCKED TO MOTORIZED DAMPER. DAMPER SHALL POWER OPEN WHEN FAN IS ENERGIZED, AND SPRING CLOSE WHEN FAN IS DE-ENERGIZED.

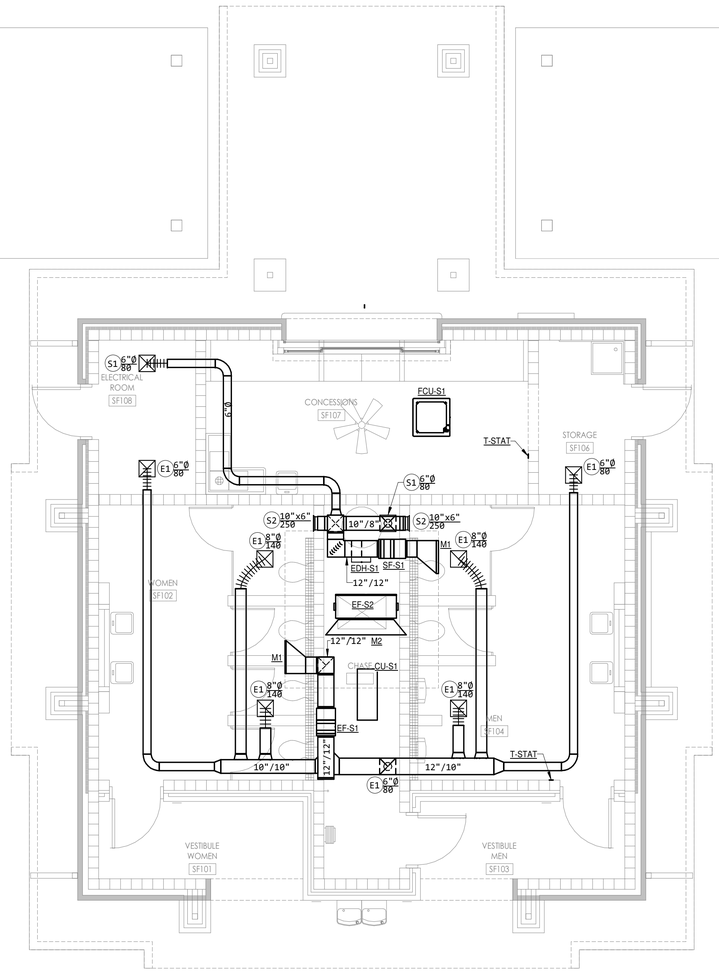
SEQUNCE OF OPERATIONS: ELECTRIC DUCT HEATER (EDH-B1, EDH-B2)
1. WHEN THE ASSOCIATED SUPPLY FAN IS OFF, THE HEATING ELEMENTS ARE DE-ENERGIZED.

2. ELECTRIC DUCT HEATER SHALL OPERATE TO MAINTAIN SPACE WINTER DESIGN TEMPERATURES. WHEN THE DUCT HEATERS THERMOSTAT INDICATES A DROP IN THE SPACES TEMPERATURE BELOW THE WINTER SET POINT OF 65°F (USER ADJUSTABLE), AND AIRFLOW HAS BEEN PROVEN, THE ELECTRIC HEATING COIL(S) IN THE DUCT HEATER SHALL BE ENERGIZED. WHEN SPACE TEMPERATURE REACHES 70°F (USER ADJUSTABLE) THE HEATER SHALL BE DE-ENERGIZED.

SEQUNCE OF OPERATIONS: EXHAUST FAN (EF-B2, EF-S2)
1. EXHAUST FAN SHALL ENERGIZE WHEN ATTIC SPACE TEMPERATURE REACHES 85 DEG F, AND DE-ENERGIZE WHEN SPACE TEMPERATURE IS BELOW 75 DEG F.



1 MECHANICAL PLAN - BASEBALL
1/4" = 1'-0"



2 MECHANICAL PLAN - SOCCER
1/4" = 1'-0"

KEYNOTE_

Key Value	Keynote Text
CU-B1	TYPICAL CONDENSING UNIT MOUNTED ON MECHANICAL PLATFORM IN ATTIC. PROVIDE 40 INCHES CLEARANCE ABOVE UNIT. REFER TO DX SPLIT SYSTEM SCHEDULE ON SHEET M002 FOR ADDITIONAL INFORMATION.
CU-S1	TYPICAL CONDENSING UNIT LOCATED IN ATTIC. PROVIDE 40 INCHES CLEARANCE ABOVE UNIT. REFER TO DX SPLIT SYSTEM SCHEDULE ON SHEET M002 FOR ADDITIONAL INFORMATION.
EDH-B1	TYPICAL ELECTRIC DUCT HEATER. INSTALL PER MANUFACTURER'S RECOMMENDED INSTALLATION INSTRUCTIONS. REFER TO ELECTRIC DUCT HEATER SCHEDULE ON SHEET M002 FOR ADDITIONAL INFORMATION.
EDH-S1	TYPICAL ELECTRIC DUCT HEATER. INSTALL PER MANUFACTURER'S RECOMMENDED INSTALLATION INSTRUCTIONS. REFER TO ELECTRIC DUCT HEATER SCHEDULE ON SHEET M002 FOR ADDITIONAL INFORMATION.
EF-B1	TYPICAL INLINE EXHAUST FAN. SUSPEND FROM STRUCTURE AS HIGH AS POSSIBLE. REFER TO FAN SCHEDULE ON SHEET M002 FOR ADDITIONAL INFORMATION.
EF-B2	TYPICAL SUSPENDED EXHAUST FAN. SUSPEND FROM STRUCTURE AS HIGH AS POSSIBLE. REFER TO FAN SCHEDULE ON SHEET M002 FOR ADDITIONAL INFORMATION.
EF-S1	TYPICAL INLINE EXHAUST FAN. SUSPEND FROM STRUCTURE AS HIGH AS POSSIBLE. REFER TO FAN SCHEDULE ON SHEET M002 FOR ADDITIONAL INFORMATION.
EF-S2	TYPICAL SUSPENDED EXHAUST FAN. SUSPEND FROM STRUCTURE AS HIGH AS POSSIBLE. REFER TO FAN SCHEDULE ON SHEET M001 FOR ADDITIONAL INFORMATION.
FCU-B1	TYPICAL 2'X2' CEILING CASSETTE FAN COIL UNIT. INSTALL IN ARCHITECUTRAL CEILING GRID. REFER TO DX SPLIT SYSTEM SCHEDULE ON SHEET M002 FOR ADDITIONAL INFORMATION.
FCU-S1	TYPICAL 2'X2' CEILING CASSETTE FAN COIL UNIT. INSTALL IN ARCHITECUTRAL CEILING GRID. REFER TO DX SPLIT SYSTEM SCHEDULE ON SHEET M002 FOR ADDITIONAL INFORMATION.
M1	CONNECT 24/24-INCH DUCT TO ARCHITECTURAL LOUVER AS REQUIRED. COVER DUCT OPENING WITH INSECT SCREEN. REFER TO ARCHITECTURAL PLANS FOR ADDITIONAL LOUVER INFORMATION.
M2	CONNECT 60/24-INCH DUCT TO ARCHITECTURAL LOUVER AS REQUIRED. COVER DUCT OPENING WITH INSECT SCREEN. REFER TO ARCHITECTURAL PLANS FOR ADDITIONAL LOUVER INFORMAITON.
SF-B1	TYPICAL INLINE SUPPLY FAN. SUSPEND FROM STRUCTURE AS HIGH AS POSSIBLE. REFER TO FAN SCHEDULE ON SHEET M002 FOR ADDITIONAL INFORMATION.
SF-S1	TYPICAL INLINE SUPPLY FAN. SUSPEND FROM STRUCTURE AS HIGH AS POSSIBLE. REFER TO FAN SCHEDULE ON SHEET M002 FOR ADDITIONAL INFORMATION.
T-STAT	TYPICAL WALL MOUNTED THERMOSTAT.

4' 0' 4' 8'
1/4" = 1'-0"

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SOLARE ENGINEERING ULTD, INC.

ENGINEER:BRIAN RICHARDS
LICENSED#74703
DATE:06/16/2021

100% REVIEW SET

Harrington Park Bond Improvements

City of Duncanville, Texas

Duncanville
City of Champions

Texas811
Know what's below. Call before you dig.

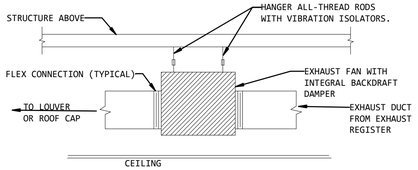
Revisions:

Issue Date: 06/16/2022

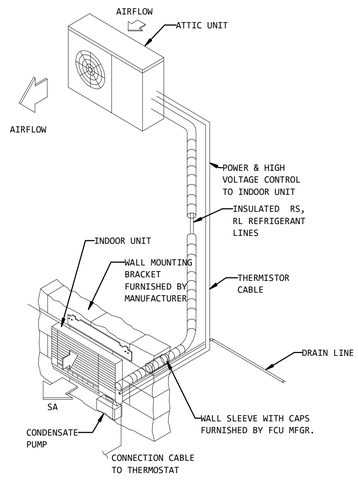
MECHANICAL PLAN

M201

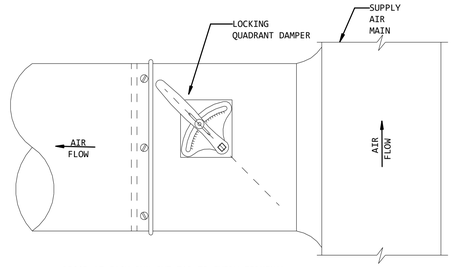
Harrington Park Bond Improvements



TYPICAL SUSPENDED INLINE EXHAUST FAN
1 N.T.S.

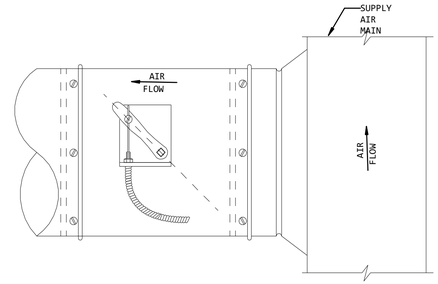


TYPICAL DUCTLESS AIR CONDITIONER.
2 NTS



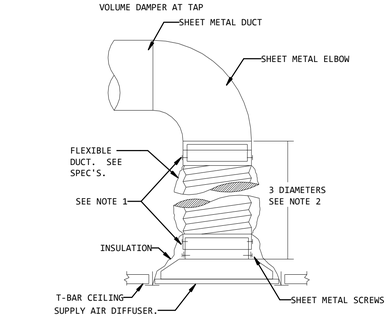
REQ'D AT EACH RUN-OUT TAP TO EVERY TERMINAL SUPPLY AIR DEVICE, AND OTHERWISE AS INDICATED.

TYPICAL CONICAL TAP WITH MANUAL BALANCING DAMPER
3 N.T.S.



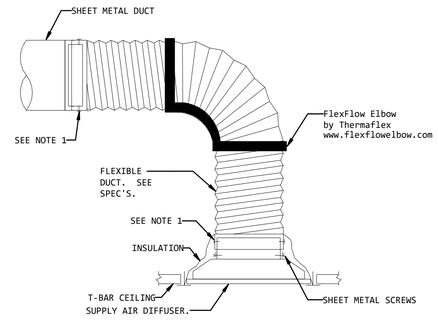
REQ'D AT EACH RUN-OUT TAP TO EVERY TERMINAL SUPPLY AIR DEVICE, AND OTHERWISE AS INDICATED.

TYPICAL CONICAL TAP WITH REMOTE DAMPER ACTUATOR SYSTEM
4 N.T.S.



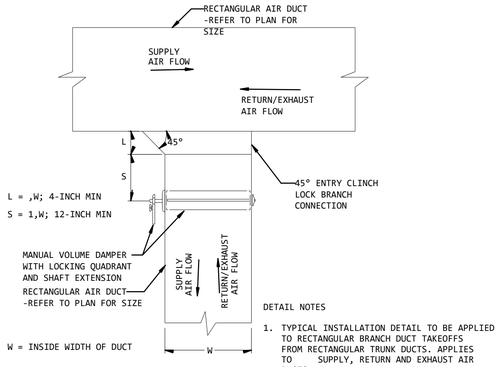
NOTES:

1. USE PLENUM COLLARS TO ATTACH FLEXIBLE DUCT . USE SHEET METAL SCREWS AND (2) WRAPS OF TAPE TO SECURE PLENUM COLLARS. ALTERNATE METHOD: BANDING DEVICE OR PANDUIT STRAP, IN LIEU OF SHEET METAL SCREWS. ALL TAPES AND SEALING MATERIALS SHALL COMPLY WITH UL181A FOR RIGID DUCT AND UL181B FOR FLEXIBLE DUCT.
2. SECURE SHEET METAL DROP TO DIFFUSER NECK WITH A MIN. OF (3) SHEET METAL SCREWS AND (2) FULL WRAPS OF TAPE PER UL REQUIREMENTS LISTED IN NOTE 1.
3. ALL FLEX DUCT SHALL BE INSTALLED WITHOUT KINKS, SAGGING, OR SHORT-RADIUS BENDS.



NOTES:
1. USE PLENUM COLLARS TO ATTACH FLEXIBLE DUCT . USE SHEET METAL SCREWS AND (2) WRAPS OF TAPE TO SECURE PLENUM COLLARS. ALTERNATE METHOD: BANDING DEVICE OR PANDUIT STRAP, IN LIEU OF SHEET METAL SCREWS. ALL TAPES AND SEALING MATERIALS SHALL COMPLY WITH UL181A FOR RIGID DUCT AND UL181B FOR FLEXIBLE DUCT.
2. F A MINIMUM OF 2 DIAMETERS OF STRAIGHT RUN IS NOT AVAILABLE ABOVE THE REGISTER USE HARD DUCT SHORT RADIUS CONNECTION.
3. ALL FLEX DUCT SHALL BE INSTALLED WITHOUT KINKS, SAGGING, OR SHORT-RADIUS BENDS.

TYPICAL FLEXDUCT CONNECTIONS
5 N.T.S.



DETAIL NOTES

1. TYPICAL INSTALLATION DETAIL TO BE APPLIED TO RECTANGULAR BRANCH DUCT TAKEOFFS FROM RECTANGULAR TRUNK DUCTS. APPLIES TO SUPPLY, RETURN AND EXHAUST AIR DUCTS.

TYPICAL RECTANGULAR BRANCH TAKEOFF
6 N.T.S.

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Revisions:

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MECHANICAL DETAILS

M401

Harrington Park Bond Improvements

PROJECT GENERAL NOTES

NUMBER	NOTE
1	REFER TO SPECIFICATIONS FOR MATERIALS AND METHODS OF ELECTRICAL CONSTRUCTION.
2	REFER TO ARCHITECTURAL REFLECTED CEILING PLANS FOR THE EXACT LOCATION OF ALL CEILING MOUNTED DEVICES.
3	REFER TO ARCHITECTURAL INTERIOR ELEVATION DRAWINGS, WHERE THE ARCHITECT HAS DRAWN SUCH ELEVATIONS, FOR THE LOCATIONS OF ALL WALL MOUNTED DEVICES.
4	COORDINATE THE EXACT LOCATION OF ALL THERMOSTATS, STARTERS, DISCONNECTS, ETC. AND COORDINATE ALL REQUIREMENTS FOR CONTROL AND POWER WIRING WITH THE MECHANICAL CONTRACTOR OR THE TRADE PROVIDING THE EQUIPMENT.
5	ALL RECEPTACLE OUTLETS LOCATED WITHIN 6'-0"" OF A WET BAR OR SINK SHALL BE GFI TYPE. ALL RECEPTACLE OUTLETS LOCATED OUTDOORS SHALL BE WP\GFI. ALL RECEPTACLES SERVING VENDING MACHINES AND ELECTRIC WATER COOLERS SHALL BE GFI TYPE.
6	ALL CONDUIT PENETRATIONS THROUGH THE ROOF TO SERVE MECHANICAL EQUIPMENT SHALL BE WITHIN THE ASSOCIATED EQUIPMENT ROOF CURB. COORDINATE LOCATIONS OF PENETRATIONS WITH THE MECHANICAL CONTRACTOR.
7	PROVIDE ACCESS DOORS IN WALLS AND CEILINGS WHERE ACCESS TO CONCEALED ELECTRICAL BOXES AND DEVICES IS REQUIRED. ALL ACCESS LOCATIONS ARE
8	EACH BRANCH AND FEEDER CIRCUIT SHALL BE PROVIDED WITH A GROUND CONDUCTOR SIZED PER ARTICLE 250 OF THE NATIONAL ELECTRICAL CODE (NFPA 70). WHERE A CONDUIT CONTAINS MULTIPLE BRANCH CIRCUITS, PROVIDE A SINGLE GROUND CONDUCTOR UNLESS OTHERWISE NOTED.
9	INTEGRATED EQUIPMENT RATINGS (AIC) SHOWN ARE MINIMUMS. CONTRACTOR SHALL PROVIDE MANUFACTURER'S EQUAL OR NEXT HIGHER STANDARD RATINGS.
10	ALL PULL CORD/WIRE PROVIDED FOR EMPTY RACEWAY/CONDUIT SYSTEMS SHALL HAVE A MINIMUM STRENGTH OF 200 LBS TENSILE STRENGTH. ALL EMPTY CONDUITS SHALL HAVE A PULL CORD.
11	PROVIDE LUGS AS REQUIRED FOR ALL ELECTRICAL EQUIPMENT TO ACCEPT THE SIZE AND NUMBER OF CONDUCTORS SHOWN IN THESE DOCUMENTS.
12	ALL CONDUCTORS SHALL BE THWN/THHN UNLESS OTHERWISE INDICATED. CONDUCTORS SHALL BE RATED FOR 75 DEGREES C. TERMINATIONS SHALL BE RATED FOR 75 DEGREES C. DEVIATIONS SHALL COMPLY WITH NEC ARTICLE 110 FOR EXACT EQUIPMENT BEING PROVIDED.
13	OUTLET BOXES SHALL NOT BE INSTALLED BACK TO BACK IN WALLS. A MINIMUM OF 6"" SEPARATION BETWEEN BOXES SHALL BE MAINTAINED TO REDUCE SOUND TRANSMISSION.
14	THERE SHALL BE NO SPLICES OF WIRING INSIDE PANELBOARDS OR DISCONNECT SWITCHES. ONLY ONE WIRE SHALL BE TERMINATED TO ANY SINGLE LUG ON A CIRCUIT BREAKER.
15	UNLESS OTHERWISE NOTED, FOR HOMERUNS HAVING A TOTAL LENGTH OF 100' TO 200', USE #10 CONDUCTORS; FOR HOMERUNS HAVING A TOTAL LENGTH OF 200' OR GREATER, USE #8 CONDUCTORS.
16	COORDINATE THE REQUIREMENTS FOR OVERCURRENT PROTECTIVE DEVICE SIZE, DISCONNECT SWITCH SIZE, AND CONDUCTOR AND CONDUIT SIZES WITH THE REQUIREMENTS OF THE MECHANICAL EQUIPMENT THAT IS ACTUALLY TO BE INSTALLED, AND PROVIDE AND INSTALL ALL ELECTRICAL COMPONENTS AS REQUIRED. THE ELECTRICAL COMPONENT SIZING SHOWN ON THESE DRAWINGS IS BASED UPON THE REQUIREMENTS FOR THE SPECIFIED MECHANICAL EQUIPMENT AVAILABLE AT THE TIME OF DESIGN. VARIATIONS IN REQUIREMENTS MAY OCCUR AS A RESULT OF THE PROVISION OF OTHER MANUFACTURER'S EQUIPMENT OR IN CHANGES TO THE SPECIFIED EQUIPMENT. SUCH REVISED REQUIREMENTS ARE A PART OF THIS CONTRACT AND SHALL BE ACCOMMODATED WITHOUT ADDITIONAL CHARGE.
17	FOR COORDINATION PURPOSES, DEVICES MAY BE MOVED A MAXIMUM DISTANCE OF FIVE FEET, PRIOR TO INSTALLATION, AT NO COST TO THE OWNER, UPON INSTRUCTION BY THE ARCHITECT OR ENGINEER
18	ALL DEVICE PLATE COLORS TO BE AS SPECIFIED BY ARCHITECT.
19	CIRCUITS SHOWN TO SPECIFIC EQUIPMENT ARE SHOWN TO DISCONNECT. CONTRACTOR SHALL EXTEND CIRCUIT FROM DISCONNECT TO FINAL TERMINATION OF DEVICE PROVIDED BY OTHERS AND MAKE UNIT OPERATIONAL. COORDINATE EXACT TERMINATION POINTS WITH SUPPLIER OF EQUIPMENT.

COMMON ABBREVIATIONS

NUMBER	NOTE
(E)	EXISTING
ACS	ACCESS CONTROL SYSTEM
AFF	ABOVE FINISHED FLOOR
AFG	ABOVE FINISHED GRADE
AHJ	AUTHORITY HAVING JURISDICTION
AP	ACCESS POINT
AWG	AMERICAN WIRE GAUGE
BAS	BUILDING AUTOMATION SYSTEM
BFG	BELOW FINISHED GRADE
BIM	BUILDING INFROMATION MODELING
BLDG	BUILDING
BMS	BUILDING MANAGEMENT SYSTEM
C	CONDUIT
CFCI	CONTRACTOR FURNISHED CONTRACTOR INSTALLED
CMP	COMMUNICATIONS PLENUM
CMR	COMMUNICATIONS RISERS
CMU	CONCRETE MASONRY UNIT
CPVC	CHLORINATED POLYVINYL CHLORIDE
CRAC	COMPUTER ROOM AIR CONDITIONER
DAS	DISTRIBUTED ANTENNA SYSTEM
DDC	DIRECT DIGITAL CONTROL
DEG, °	DEGREES
DEMO, (D)	DEMOLITION
EMT	ELECTRICAL METALLIC TUBING
ER	EQUIPMENT ROOM
F/UTP	FOIL SCREENED WITH UNSHEILDED TWISTED-PAIRS
FO	FIBER OPTIC
FT	FEET
FTP	FOIL TWISTED-PAIR
G, GND	GROUND
GA	GAUGE
GFCI	GROUND FAULT CIRCUIT INTERRUPTER
GFI	GROUND FAULT INTERRUPTER
HD	HIGH DEFINITION
HDMI	HIGH DEFINITION MULTIMEDIA INTERFACE
HZ	HERTZ
IB	INTELLIGENT BUILDING
IDF	INTERMEDIATE DISTRIBUTION FACILITY
IDS	INTRUSION DETECTION SYSTEM
IG	ISOLATED GROUND
IN	INCHES
IT	INFORMATION TECHNOLOGY, DATA
L	LENGTH
LBS	POUNDS
LCD	LIQUID CRYSTAL DISPLAY
LED	LIGHT-EMITTING DIODE
LF	LOW FREQUENCY
LoS	LINE OF SIGHT
LSOH	LOW SMOKE ZERO FREE OF HALOGEN
LSZH	LOW SMOKE ZERO HALOGEN
LTG	LIGHTING
MAX	MAXIMUM
MC	MAIN CROSS-CONNECT
MDF	MAIN DISTRIBUTION FACILITY
MDP	MAIN DISTRIBUTION PANEL
MIN	MINIMUM
MM	MULTIMODE
MUTOA	MULTI-USER TELECOMMUNICATIONS OUTLET ASSEMBLY
N/A	NOT APPLICABLE

COMMON ABBREVIATIONS

NUMBER	NOTE
NEC	NATIONAL ELECTRICAL CODE
NEMA	NATIONAL ELECTRICAL MANUFACTURERS ASSOCIATION
NEXT	NATIONAL ELECTRICAL CODE
NIC	NETWORK INTERFACE CARD
NO.	NUMBER
OD	OUTSIDE DIAMETER
OFCI	OWNER FURNISHED CONTRACTOR INSTALLED
OM	OPTICAL MULTIMODE
OS	OPTICAL SINGLEMODE
OSP	OUTSIDE PLANT
PA	PUBLIC ADDRESS
PB	PULL BOX
PoE	POWER OVER ETHERNET
PON	PASSIVE OPTICAL NETWORK
POTS	PLAIN OLD TELEPHONE SERVICE
POTS	PAN, TILT AND ZOOM
PTP	POINT-TO-POINT
PTZ	PLAIN OLD TELEPHONE SERVICE
PVC	POLYVINYL CHLORIDE
RE:	REFERENCE, REFER
RF	RADIO FREQUENCY
RFI	REQUEST FOR INFORMATION
RU	RACK UNIT
S/FTP	SHIELDED: FOIL SCREENED TWISTED-PAIR
SE	SERVICE ENTRANCE
SF/UTP	OVERALL BRAID AND FOIL SCREENED WITH UNSHIELDED TWISTED-PAIR
SM	SINGLEMODE
SNR	SIGNAL-TO-NOISE RATIO
STP	SINGLE TWISTED-PAIR
TGB	TELECOMMUNICATIONS GROUND BUSBAR
TMGB	TELECOMMUNICATIONS MAIN GROUNDING BUSBAR
TR	TELECOMMUNICATIONS ROOM
TTY	TELETYPEWRITER/TEXT TELEPHONE
TYP	TYPICAL
U/F	UNDER FLOOR
U/FTP	UNSHIELDED TWISTED-PAIR CABLE WITH FOIL SCREENED TWISTED-PAIR CONDUCTORS
U/G	UNDER GROUND
U/S	UNDER SLAB
UL	UNDERWRITERS LABORATORIES
UNO	UNLESS NOTED OTHERWISE
UON	UNLESS OTHERWISE NOTED
UPS	RUNNING LOAD AMPS
USB	UNIVERSAL SERIAL BUS
UTP	UNSHIELDED TWISTED-PAIR
V	VOLTS, VOLTAGE
VF	VOICE FREQUENCY
VGA	VIDEO GRAPHICS ARRAY
VHF	VERY HIGH FREQUENCY
VLAN	VIRTUAL LAN
VoIP	VOICE OVER INTERNET PROTCOL
W	WATTS
W/	WITH
W/O	WITHOUT
WAN	WIDE AREA NETWORK
WAP	WIRELESS ACCESS POINT
WLAN	WIRELESS LAN
WP	WEATHER RESISTANT, WEATHER PROOF
ZD	ZONE DISTRIBUTOR

PROJECT NOTES BY SYMBOL BOXED

Key Value	Keynote Text
AG	(d=ABOVE COUNTER GFI DUPLEX RECEPTACLE,INSTALL AT 48"" AFF.) (e=ACT GFI, GFI REC,180 VA,120 V,Receptacle)
CM	(d=GFI RECEPTACLE FOR COFFEE MACHINE. 120/208V CONNECTION. INSTALL 48"" AFF.) (e=COFFEE MACHINE,6000 VA,208 V,Non-Continuious)
DC	(d=GFI RECEPTACLE FOR DRINK COOLER. INSTALL AT 48"" AFF AND COORDINATE LOCATION WITH INSTALLER OF COOLER.) (e=DRINK COOLER,1200 VA,120 V,Non-Continuious)
dD1	(d=SINGLE DATA JACK PROVIDE 4X4 J-BOX AT 18"AFF AND ROUTE 3/4"CONDUIT TO ADJACENT WALL AND RISE TO 6"" ABOVE CEILING.)
DOOR	(d=MOTORIZED DOOR OPERATOR. BASIS OF DESIGN IS 1/2 HP MOTOR. COORDINATE EXACT LOCATIONS WITH DOOR INSTALLER. MINIMUM HEIGHT SHALL BE 48"" AFF.) (e=MOTORIZED COUNTER DOOR,1200 VA,120 V,Non-Continuious)
dSB	(d=SINGLE DATA JACK PROVIDE 4X4 J-BOX AT 90° AFF WITH 3/4"CONDUIT TO 6"" ABOVE CEILING FOR SIGN BOARD. COORDINATE EXACT LOCATION WITH OWNER PRIOR TO INSTALLATION.)
DT	(d=DUAL TECHNOLOGY SENSOR COORDINATED WITH ASSOCIATED SWITCHING SYSTEM)
FC	(d=FAN SPEED CONTROLLER. INSTALL AT 48"" AFF.)
FW	(d=GFI DUPLEX RECEPTACLE FOR FOOD WARMER. INSTALL AT 48"" AFF.) (e=FOOD WARMER,550 VA,120 V,Continuious)
G	(d=STANDARD 20A/120V GFI DUPLEX RECEPTACLE AT 48"" ABOVE FINISHED FLOOR UNLESS NOTED OTHERWISE.) (e=ACT GFI, GFI REC,180 VA,120 V,Receptacle)
GB	(d=GROUND BAR FOR EACH ELECTRICAL ROOM. REFER TO GROUND RISER DETAIL.)
GD	(d=SIMPLEX GFI RECEPTACLE BELOW SINK FOR GARBAGE DISPOSAL. PROVIDE ABOVE COUNTER CONTROL SWITCH AT LOCATION INDICATED BY ARCHITECT ELEVATIONS.) (e=GARBAGE DISPOSAL,1200 VA,120 V,Non-Continuious){PLU}
GTA	(d=GREASE TRAP ALARM. REFER TO PLUMBING DETAILS. INSTALL 48"" AFF.) (e=GREASE TRAP ALARM,100 VA,120 V,Continuious)
HDR	(d=GFI DUPLEX RECEPTACLE FOR HOT DOG ROLLER & BUN WARMER. INSTALL AT 48"" AFF.) (e=HOT DOG ROLLER/BUN WARMER,1300 VA,120 V,Continuious)
ICE	(d=GFI RECEPTACLE FOR ICE MACHINE. 120/208V CONNECTION. COORDINATE LOCATION WITH INSTALLER OF MACHINE. MINIMUM HEIGHT SHALL BE 48"" AFF.) (e=ICE MACHINE,1200 VA,208 V,Non-Continuious)
MW	(d=MICROWAVE DEDICATED DUPLEX RECEPTACLE. INSTALL 48"" AFF.) (e=MICROWAVE,1200 VA,120 V,Receptacle)
PC	(d=GFI RECEPTACLE FOR POP CORN MACHINE. INSTALL AT 48"" AFF. COORDINATE LOCATION WITH INSTALLER OF MACHINE.) (e=POP CORN MACHINE,1200 VA,120 V,Non-Continuious)
SB	(d=SIGN BOARD RECEPTACLE. MOUNT 90° AFF. VERIFY EXACT HEIGHT WITH OWNER PRIOR TO INSTALLATION.) (e=SIGN BOARD,180 VA,120 V,Receptacle)
SR1	(d=SINGLE POLE SWITCH FOR SAFETY RELATED AREAS WHERE AUTOMATIC CONTROLS WOULD ENDANGER LIFE SAFETY. INSTALL 48"" AFF.)
U-ICE	(d=GFI RECEPTACLE FOR ICE MACHINE. COORDINATE LOCATION WITH INSTALLER OF MACHINE. INSTALL 48"" AFF.) (e=UNDERCOUNTER ICE MACHINE,500 VA,120 V,Non-Continuious)
WP	(d=WEATHER RESISTANT 20A/120V DUPLEX RECEPTACLE IN WEATHER RESISTANT NEMA 3R LOCKABLE BOX. RECEPTACLES SHALL BE RECESSED IN WALL AND INSTALL AT 18"" AFF.) (e=WP RECEPTACLE,180 VA,120 V,Receptacle)

PROJECT NOTES BY SYMBOL BOXED

Key Value	Keynote Text
~A	(d=LAYIN 2X2 LED LENSED TROFFER. REFER TO SCHEDULE.) (e=INTERIOR/EXTERIOR LIGHTING,40 VA,120 V,
~A1	(d=LAYIN 2X2 LED LENSED TROFFER W/EMERGENCY BATTERY. REFER TO SCHEDULE.) (e=INTERIOR/EXTERIOR LIGHTING,40 VA,120 V,
~C	(d=4' NARROW LED STRIP LIGHT SURFACE MOUNTED. REFER TO SCHEDULE.) (e=INTERIOR/EXTERIOR LIGHTING,38 VA,120 V,
~C1	(d=4' NARROW LED STRIP LIGHT SURFACE MOUNTED W/EMERGENCY BATTERY. REFER TO SCHEDULE.) (e=INTERIOR/EXTERIOR LIGHTING,38 VA,120 V,
~CF	(d=CEILING FAN WITHOUT LIGHT KIT. PROVIDE FAN SPEED CONTROLLER. REFER TO SCHEDULE.) (e=INTERIOR/EXTERIOR LIGHTING,58 VA,120 V,
~CP-B1	(d=PROVIDE MOTOR RATED SWITCH FOR CIRCULATION PUMP.) (e=EF-B1/SF-B1/CP-B1,50 VA,120 V,Continuious){MEC}
~CP-S1	(d=PROVIDE MOTOR RATED SWITCH FOR CIRCULATION PUMP. MINIMUM INSTALL HEIGHT SHALL BE 48"" AFF.) (e=EF-S1/SF-S1/CP-S1,50 VA,120 V,Continuious){MEC}
~CU-B1	(d=30/2/NEMA 1 DISCONNECT FOR CONDENSING UNIT) (e=CU-B1/FCU-B1,3840 VA,208 V,COOLING){MEC}
~CU-S1	(d=30/2/NF/NEMA 1 DISCONNECT FOR CONDENSING UNIT) (e=CU-S1/FCU-S1,3840 VA,208 V,COOLING){MEC}
~D	(d=RECESSED 7"" OPEN ADJUSTABLE, SLOPE CEILING FIXTURE. REFET TO SCHEUDLE.) (e=INTERIOR/EXTERIOR LIGHTING,11 VA,120 V,
~D1	(d=RECESSED 7"" OPEN ADJUSTABLE, SLOPE CEILING FIXTURE W/EMERGENCY BATTERY. REFET TO SCHEUDLE.) (e=INTERIOR/EXTERIOR LIGHTING,11 VA,120 V,
~E	(d=4' x 8"" WIDE, VANDAL RESISTANT LINEAR LED. REFER TO SCHEDULE.) (e=INTERIOR/EXTERIOR LIGHTING,89 VA,120 V,
~E1	(d=4' x 8"" WIDE, VANDAL RESISTANT LINEAR LED WITH EMERGENCY BATTERY. REFER TO SCHEDULE.) (e=INTERIOR/EXTERIOR LIGHTING,89 VA,120 V,
~EDH-B1	(d=PROVIDE MOTOR RATED SWITCH FOR ELECTRIC DUCT HEATER.) (e=EQ,10000 VA,480 V,HEATING){MEC}
~EDH-S1	(d=PROVIDE MOTOR RATED SWITCH FOR ELECTRIC DUCT HEATER.) (e=EQ,10000 VA,480 V,HEATING){MEC}
~EF-B1	(d=MOTOR RATED SWITCH FOR 1/6 HP EXHAUST FAN.) (e=EF-B1/SF-B1/CP-B1,500 VA,120 V,Continuious){MEC}
~EF-B2	(d=MOTOR RATED SWITCH FOR 1 HP SUPPLY FAN.) (e=EF-B2,1920 VA,208 V,Continuious){MEC}
~EF-S1	(d=MOTOR RATED SWITCH FOR 1/6 HP EXHAUST FAN.) (e=EF-S1/SF-S1/CP-S1,500 VA,120 V,Non-Continuious){MEC}
~EF-S2	(d=MOTOR RATED SWITCH FOR 1 HP SUPPLY FAN.) (e=EF-S2,1920 VA,208 V,Non-Continuious){MEC}
~FCU-B1	(d=PROVIDE MOTOR RATED SWITCH FOR FAN COIL UNIT. FAN COIL UNIT IS POWERED THROUGH ASSOCIATED CONDENSING UNIT.) (e=CU-B1/FCU-B1,1 VA,208 V,COOLING){MEC}
~FCU-S1	(d=PROVIDE MOTOR RATED SWITCH FOR FAN COIL UNIT. FAN COIL UNIT IS POWERED THROUGH ASSOCIATED CONDENSING UNIT.) (e=CU-S1/FCU-S1,1 VA,208 V,COOLING){MEC}
~SF-B1	(d=MOTOR RATED SWITCH FOR 1/6 HP SUPPLY FAN.) (e=EF-B1/SF-B1/CP-B1,500 VA,120 V,Continuious){MEC}
~SF-S1	(d=MOTOR RATED SWITCH FOR 1/6 HP SUPPLY FAN.) (e=EF-S1/SF-S1/CP-S1,500 VA,120 V,Continuious){MEC}
~WH-B1	(d=PROVIDE MOTOR RATED SWITCH FOR WATER HEATER. MINIMUM INSTALL HEIGHT SHALL BE 48"" AFF.) (e=EQ,6000 VA,480 V,Non-Continuious){PLU}
~WH-S1	(d=PROVIDE MOTOR RATED SWITCH FOR WATER HEATER. MINIMUM INSTALL HEIGHT SHALL BE 48"" AFF.) (e=EQ,6000 VA,480 V,Non-Continuious){PLU}
~X	(d=EXIT SIGN. REFER TO SCHEDULE.) (e=INTERIOR/EXTERIOR LIGHTING,5 VA,120 V,

MOUNTING HEIGHTS

NOTE

MOUNTING HEIGHTS SHOWN BELOW SHALL BE USED AS THE DEFAULT MOUNTING HEIGHT FOR THE ITEMS LISTED UNLESS STATED OTHERWISE IN PLAN. ARCHITECT/OWNER MAY REVISE ANY MOUNTING HEIGHT NECESSARY FOR PREFERENCE OF DESIGN. CONTRACTOR SHALL OBTAIN AND REVIEW ALL ELEVATIONS PROVIDED BY ARCHITECT/OWNER TO VERIFY LOCATIONS PREFERRED BY OWNER OR ARCHITECT.

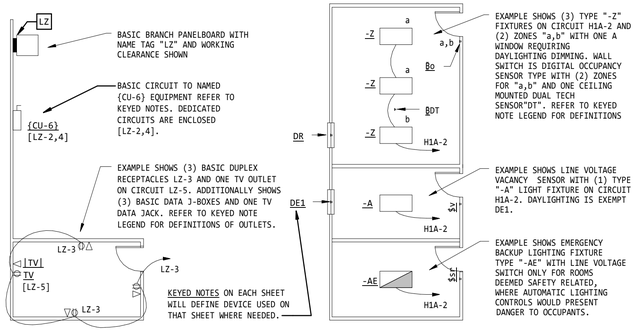
LIGHTING CONTROL SWITCHES:
- 48" AFF TO HIGHEST OPERABLE PART IN "ON" POSITION.

WALL RECEPTACLES:
- 15" MINIMUM AFF TO CENTERLINE OF LOWEST RECEPTACLE OR 18" AFF TO CENTERLINE OF BOX.
- WATER COOLERS-DIRECTLY BEHIND COOLER - COORDINATE ELEVATION WITH THE COOLER TO BE INSTALLED PRIOR TO ROUGH-IN

BATHROOM RECEPTACLES:
-12" MINIMUM FROM ANY OBSTRUCTION
-12" MAX FROM LEADING EDGE OF VANITY COUNTER IF ON SIDE WALL.

RECEPTACLES BEHIND KITCHEN COUNTERS:
-48" MAX AFF TO CENTERLINE OF HIGHEST RECEPTACLE

DATA JUNCTION BOX FOR DATA AND OR COMMUNICATIONS:
-MOUNT ADJACENT TO ASSOCIATED POWER OUTLET FOR SIMILAR DEVICES OR USE.



KEY NOTE LEGEND:

ABC...123...	ALPHA NUMERIC LETTERS ARE FOR GENERAL POWER AND LIGHTING. REFER TO BASIC SYMBOL LEGENDS FOR ITEMS NOT PROVIDED WITH KEY NOTE.
~...	ARE PREFIX IDENTIFYER FOR LIGHT FIXTURE TYPES.
$...	ARE PREFIX IDENTIFIERS FOR LINE VOLTAGE SWITCHING.
ß...	ARE PREFIX IDENTIFIERS FOR DIGITAL SWITCHING CONTROLS.
|...|	ARE AN ENCLOSING IDENTIFIER FOR DATA AND OR COMMUNICATIONS.
{...}	ARE AN ENCLOSING IDENTIFIER FOR DEDICATED EQUIPMENT CONNECTIONS TO SUPPORT REQUESTS FROM OTHERS.

SUPPORT ABBREVIATIONS ARE INDICATED ENCLOSED BY <....> THESE ITEMS ARE SPECIFIC CONNECTIONS REQUESTED BY OTHERS. THE SPECIFIC REQUEST IS LISTED IN THE INFORMATION AND IS TO BE CONFIRMED BY THE CONTRACTOR WITH THE TRADE LISTED. CHANGES TO EQUIPMENT DURING SUBMITTALS OR CONSTRUCTION SHALL BE THE RESPOSIBILITY OF THE CONTRACTOR INITIATING THE CHANGE FROM THE BASIS OF DESIGN SHOWN HERE BUT NOT LIMITED TO.

<MECHANICAL>	MECHANICAL DESIGN DRAWINGS
<PLUMBING>	PLUMBING DESIGN DRAWINGS
<ARCHITECT>	ARCHITECTURAL DESIGN DRAWINGS
<STRUCTURAL>	STRUCTURAL DESIGN DRAWINGS
<LAND>	LANDSCAPE DESIGN DRAWINGS
<CIVIL>	CIVIL DESIGN DRAWINGS
<KITCHEN>	KITCHEN DESIGN DRAWINGS
<OWNER>	PEOJECT OWNER

OTHERS MAY BE ADDED AS NEEDED DURING DESIGN OR CONSTRUCTION.

EXAMPLE ELECTRICAL LEGEND

CODE SUMMARY

NUMBER	NOTE
	GOVERNING CODES:
BUILDING	2015 INTERNATIONAL BUILDING CODE (IBC)
ELECTRICAL	2014 NATIONAL ELECTRICAL CODE (NEC)
ENERGY	2015 INTERNATIONAL ENERGY CONSERVATION CODE (IECC)
FIRE	2015 INTERNATIONAL FIRE CODE (IFC)

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Harrington Park Road Bond Improvements

City of Duncanville, Texas

Duncanville
City of Champions

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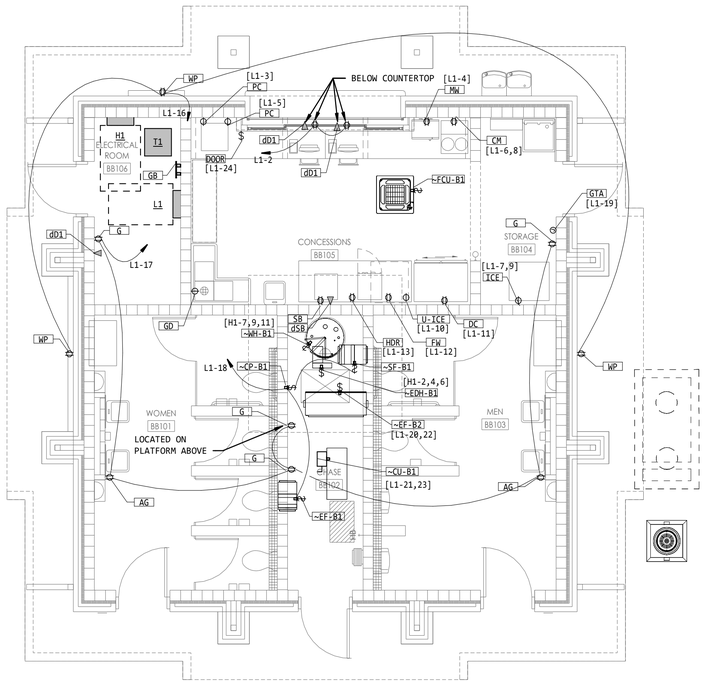
Revisions:

Issue Date: 06/16/2022

ELECTRICAL ABBREVIATIONS AND SYMBOLS

E001

Harrington Park Road Improvements



1 BASEBALL POWER PLAN
1/4" = 1'-0"

BASIC POWER SYMBOLS

- DUPLEX RECEPTACLE 20A/1P. MOUNTED AT 18" AFF UON.
- SIMPLEX RECEPTACLE 20A/1P. MOUNTED AT 18" AFF UON.
- QUADPLEX RECEPTACLE 20A/1P. MOUNTED AT 18" AFF UON.
- JUNCTION BOX SIZE AS NEDDED.
- FLOOR OUTLET.
- SPECIAL PURPOSE RECEPTACLE.
- SWITCH DISCONNECT.
- DISCONNECT SWITCH SIZE AND TYPE AS SHOWN.
- PROVIDE 1"C TO ACCESSABLE CEILING SPACE FOR COMMUNICATION.

ALL BACK JUNCTION BOXES ARE TO BE 4X4 WITH SINGLE GANG MUD RING.

ANY SYMBOL CAN BE USE IN CONJUNCTION WITH KEYED NOTES. SIMPLE BRANCH CIRCUIT DEVICES ARE NOT KEYNOTED

GENEERAL NOTES

NUMBER	NOTE
1	ALL EQUIPMENT IS TO BE LABELED WITH THE FOLLOWING WHEN APPLICABLE: NAME, VOLTAGE, PHASE, FUSE SIZE, INCOMING CABLE SIZE, FEED FROM NAME.
2	UNLESS OTHERWISE NOTED ALL CIRCUITS ARE 2#12,#12G,1/2"C.
3	PROVIDE SEALING FITTINGS AT ALL PENETRATIONS THRU WALLS OF DIFFERENT TEMPERATURE SPACES.
4	PROVIDE TAMPER RESISTANT RECEPTACLES PER N.E.C. ARTICLE 406.12.
5	RECEPTACLES SHOWN FOR MAINTENANCE OF ROOF EQUIPMENT LOCATIONS ARE APPROXIMATE. CONTRACTOR TO ROUTE CIRCUIT INSIDE OF EQUIPMENT CURB IF POSSIBLE TO REDUCE THE NUMBER OF ROOF PENETRATIONS.
6	BELOW GRADE CONDUIT SHALL BE RUN UNDER CONCRETE SLAB, AND TURNED UP, USING A 90-DEGREE FACTORY ELBOW. CONDUIT SHALL STUB UP 6" ABOVE TOP OF CONCRETE.
7	ALL DEVICES/DISCONNECTS MOUNTED EXTERIOR TO BUILDING SHALL WP AND OR NEMA 3R RATED DEVICES/DISCONNECTS.

NOTES BY SYMBOL BOXED

Key Value	Keynote Text
AG	(d=ABOVE COUNTER GFI DUPLEX RECEPTACLE,INSTALL AT 48" AFF.) (e=ACT GFI, GFI REC,180 VA,120 V,Receptacle)
CM	(d=GFI RECEPTACLE FOR COFFEE MACHINE. 120/208V CONNECTION. INSTALL 48" AFF.) (e=COFFEE MACHINE,6000 VA,208 V,Non-Continuous)
DC	(d=GFI RECEPTACLE FOR DRINK COOLER. INSTALL AT 48" AFF AND COORDINATE LOCATION WITH INSTALLER OF COOLER.) (e=DRINK COOLER,1200 VA,120 V,Non-Continuous)
dD1	(d=SINGLE DATA JACK PROVIDE 4X4 J-BOX AT 18"AFF AND ROUTE 3/4"CONDUIT TO ADJACENT WALL AND RISE TO 6" ABOVE CEILING.)
DOOR	(d=MOTORIZED DOOR OPERATOR. BASIS OF DESIGN IS 1/2 HP MOTOR. COORDINATE EXACT LOCATIONS WITH DOOR INSTALLER. MINIMUM HEIGHT SHALL BE 48" AFF.) (e=MOTORIZED COUNTER DOOR,1200 VA,120 V,Non-Continuous)
dSB	(d=SINGLE DATA JACK PROVIDE 4X4 J-BOX AT 90" AFF WITH 3/4"CONDUIT TO 6" ABOVE CEILING FOR SIGN BOARD. COORDINATE EXACT LOCATION WITH OWNER PRIOR TO INSTALLATION.)
FW	(d=GFI DUPLEX RECEPTACLE FOR FOOD WARMER. INSTALL AT 48" AFF.) (e=FOOD WARMER,550 VA,120 V,Continuous)
G	(d=STANDARD 20A/120V GFI DUPLEX RECEPTACLE AT 48" ABOVE FINISHED FLOOR UNLESS NOTED OTHERWISE.) (e=ACT GFI, GFI REC,180 VA,120 V,Receptacle)
GB	(d=GROUND BAR FOR EACH ELECTRICAL ROOM. REFER TO GROUND RISER DETAIL.)
GD	(d=SIMPLEX GFI RECEPTACLE BELOW SINK FOR GARBAGE DISPOSAL. PROVIDE ABOVE COUNTER CONTROL SWITCH AT LOCATION INDICATED BY ARCHITECT ELEVATIONS.) (e=GARBAGE DISPOSAL,1200 VA,120 V,Non-Continuious){PLU}
GTA	(d=GREASE TRAP ALARM. REFER TO PLUMBING DETAILS. INSTALL 48" AFF.) (e=GREASE TRAP ALARM,100 VA,120 V,Continuious)
HDR	(d=GFI DUPLEX RECEPTACLE FOR HOT DOG ROLLER & BUN WARMER. INSTALL AT 48" AFF.) (e=HOT DOG ROLLER/BUN WARMER,1300 VA,120 V,Continuious)
ICE	(d=GFI RECEPTACLE FOR ICE MACHINE. 120/208V CONNECTION. COORDINATE LOCATION WITH INSTALLER OF MACHINE. MINIMUM HEIGHT SHALL BE 48" AFF.) (e=ICE MACHINE,1200 VA,208 V,Non-Continuious)
MW	(d=MICROWAVE DEDICATED DUPLEX RECEPTACLE. INSTALL 48" AFF.) (e=MICROWAVE,1200 VA,120 V,Receptacle)
PC	(d=GFI RECEPTACLE FOR POP CORN MACHINE. INSTALL AT 48" AFF. COORDINATE LOCATION WITH INSTALLER OF MACHINE.) (e=POP CORN MACHINE,1200 VA,120 V,Non-Continuous)
SB	(d=SIGN BOARD RECEPTACLE. MOUNT 90" AFF. VERIFY EXACT HEIGHT WITH OWNER PRIOR TO INSTALLATION.) (e=SIGN BOARD,180 VA,120 V,Receptacle)
U-ICE	(d=GFI RECEPTACLE FOR ICE MACHINE. COORDINATE LOCATION WITH INSTALLER OF MACHINE. INSTALL 48" AFF.) (e=UNDERCOUNTER ICE MACHINE,500 VA,120 V,Non-Continuious)
WP	(d=WEATHER RESISTANT 20A/120V DUPLEX RECEPTACLE IN WEATHER RESISTANT NEMA 3R LOCKABLE BOX. RECEPTACLES SHALL BE RECESSED IN WALL AND INSTALL AT 18" AFF.) (e=WP RECEPTACLE,180 VA,120 V,Receptacle)
~CP-B1	(d=PROVIDE MOTOR RATED SWITCH FOR CIRCULATION PUMP.) (e=EF-B1/SF-B1/CP-B1,50 VA,120 V,Continuious){MEC}
~CU-B1	(d=30/2/NF/NEMA 1 DISCONNECT FOR CONDENSING UNIT) (e=CU-B1/FCU-B1,3840 VA,208 V,COOLING){MEC}
~EDH-B1	(d=PROVIDE MOTOR RATED SWITCH FOR ELECTRIC DUCT HEATER.) (e=EQ,10000 VA,480 V,HEATING){MEC}
~EF-B1	(d=MOTOR RATED SWITCH FOR 1/6 HP EXHAUST FAN.) (e=EF-B1/SF-B1/CP-B1,500 VA,120 V,Continuious){MEC}
~EF-B2	(d=MOTOR RATED SWITCH FOR 1 HP SUPPLY FAN.) (e=EF-B2,1920 VA,208 V,Continuious){MEC}
~FCU-B1	(d=PROVIDE MOTOR RATED SWITCH FOR FAN COIL UNIT. FAN COIL UNIT IS POWERED THROUGH ASSOCIATED CONDENSING UNIT.) (e=CU-B1/FCU-B1,1 VA,208 V,COOLING){MEC}
~SF-B1	(d=MOTOR RATED SWITCH FOR 1/6 HP SUPPLY FAN.) (e=EF-B1/SF-B1/CP-B1,500 VA,120 V,Continuious){MEC}
~WH-B1	(d=PROVIDE MOTOR RATED SWITCH FOR WATER HEATER. MINIMUM INSTALL HEIGHT SHALL BE 48" AFF.) (e=EQ,6000 VA,480 V,Non-Continuious){PLU}

8' 0' 8' 16'
1/8" = 1'-0"

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Harrington Park Bond Improvements

City of Duncanville, Texas

Duncanville City of Champions

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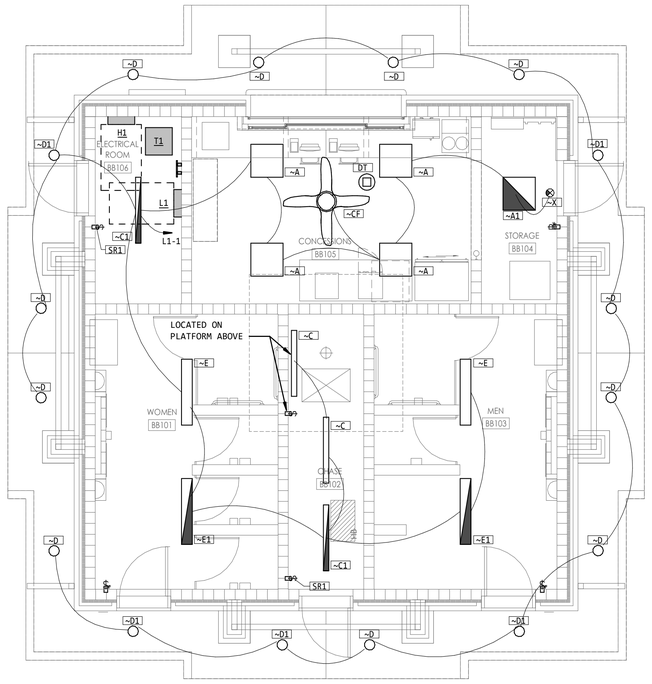
Revisions:

Issue Date: 06/16/2022

BASEBALL CONCESSION POWER PLAN

E201

Harrington Park Bond Improvements



1 BASEBALL LIGHITNG PLAN
1/4" = 1'-0"

BASIC LIGHTING SYMBOLS

- EXIT SIGN SHADED ARE INDICATED FACE ARROWS INDICATE DIRECTION WHEN NECESSARY
- BATTERY POWERED EMERGENCY LIGHT.
- RECESSED OR SURFACE RECTANGLUAR FIXTURE.
- WALL MOUNTED FIXTURE.
- J-BOX FOR FIXTURE PROVIDED BY OTHERS.
- DOWN LIGHT OR WALL WASH ARROW INDICATES DIRECTION WHEN NEEDED.
- POLE MOUNTED LIGHT FIXTURE
- LINE VOLTAGE TOGGLE SWITCH
- LINE VOLTAGE TOGGLE SWITCH WITH OCCUPANCY SENSOR
- LINE VOLTAGE TOGGLE SWITCH WITH VAVACNY SENSOR
- LINE VOLTAGE TOGGLE SWITCH WITH FULL ON 100% OCCUPANCY & VACANCY SENSOR
- BUTTON SWITCH COMPATABLE WITH POWER PACK PROVIDED TO SWITCH LOAD
- BUTTON SWITCH FOR OCCUPANCY SENSOR CONTROL COMPATABLE WITH POWER PACK PROVIDED TO SWITCH LOAD
- BUTTON SWITCH FOR VACANCY SENSOR CONTROL COMPATABLE WITH POWER PACK PROVIDED TO SWITCH LOAD
- BUTTON SWITCH FOR FULL ON SENSOR CONTROL COMPATABLE WITH POWER PACK PROVIDED TO SWITCH LOAD

XX NOTE BY BOXED SYMBOL CAN BE USED WITH ANY SYMBOL ABOVE TO DEFINE SPECIAL SYMBOLS OR CONDITIONS REFER TO NOTES BY BOXED SYMBOL BELOW FOR ADDITIONAL INFORMATION.

NOTES BY SYMBOL BOXED

Key Value	Keynote Text
DT	(d=DUAL TECHNOLOGY SENSOR COORDINATED WITH ASSOCIATED SWITCHING SYSTEM)
SR1	(d=SINGLE POLE SWITCH FOR SAFETY RELATED AREAS WHERE AUTOMATIC CONTROLS WOULD ENDANGER LIFE SAFETY. INSTALL 48" AFF.)
~A	(d=LAYIN 2X2 LED LENSED TROFFER. REFER TO SCHEDULE.) (e=INTERIOR/EXTERIOR LIGHTING,40 VA,120 V,
~A1	(d=LAYIN 2X2 LED LENSED TROFFER W/EMERGENCY BATTERY. REFER TO SCHEDULE.) (e=INTERIOR/EXTERIOR LIGHTING,40 VA,120 V,
~C	(d=4' NARROW LED STRIP LIGHT SURFACE MOUNTED. REFER TO SCHEDULE.) (e=INTERIOR/EXTERIOR LIGHTING,38 VA,120 V,
~C1	(d=4' NARROW LED STRIP LIGHT SURFACE MOUNTED W/EMERGENCY BATTERY. REFER TO SCHEDULE.) (e=INTERIOR/EXTERIOR LIGHTING,38 VA,120 V,
~CF	(d=CEILING FAN WITHOUT LIGHT KIT. PROVIDE FAN SPEED CONTROLLER. REFER TO SCHEDULE.) (e=INTERIOR/EXTERIOR LIGHTING,58 VA,120 V,
~D	(d=RECESSED 7" OPEN ADJUSTABLE, SLOPE CEILING FIXTURE. REFET TO SCHEUDLE.) (e=INTERIOR/EXTERIOR LIGHTING,11 VA,120 V,
~D1	(d=RECESSED 7" OPEN ADJUSTABLE, SLOPE CEILING FIXTURE W/EMERGENCY BATTERY. REFET TO SCHEUDLE.) (e=INTERIOR/EXTERIOR LIGHTING,11 VA,120 V,
~E	(d=4' x 8" WIDE, VANDAL RESISTANT LINEAR LED. REFER TO SCHEDULE.) (e=INTERIOR/EXTERIOR LIGHTING,89 VA,120 V,
~E1	(d=4' x 8" WIDE, VANDAL RESISTANT LINEAR LED WITH EMERGENCY BATTERY. REFER TO SCHEDULE.) (e=INTERIOR/EXTERIOR LIGHTING,89 VA,120 V,
~X	(d=EXIT SIGN. REFER TO SCHEDULE.) (e=INTERIOR/EXTERIOR LIGHTING,5 VA,120 V,

4' 0' 4' 8'
1/4" = 1'-0"

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REGISTERED LANDSCAPE ARCHITECT
B. KYLE HASKOVEC
143448
LICENSED
06/16/2022

Harrington Park Bond Improvements

City of Duncanville, Texas

Duncanville
City of Champions

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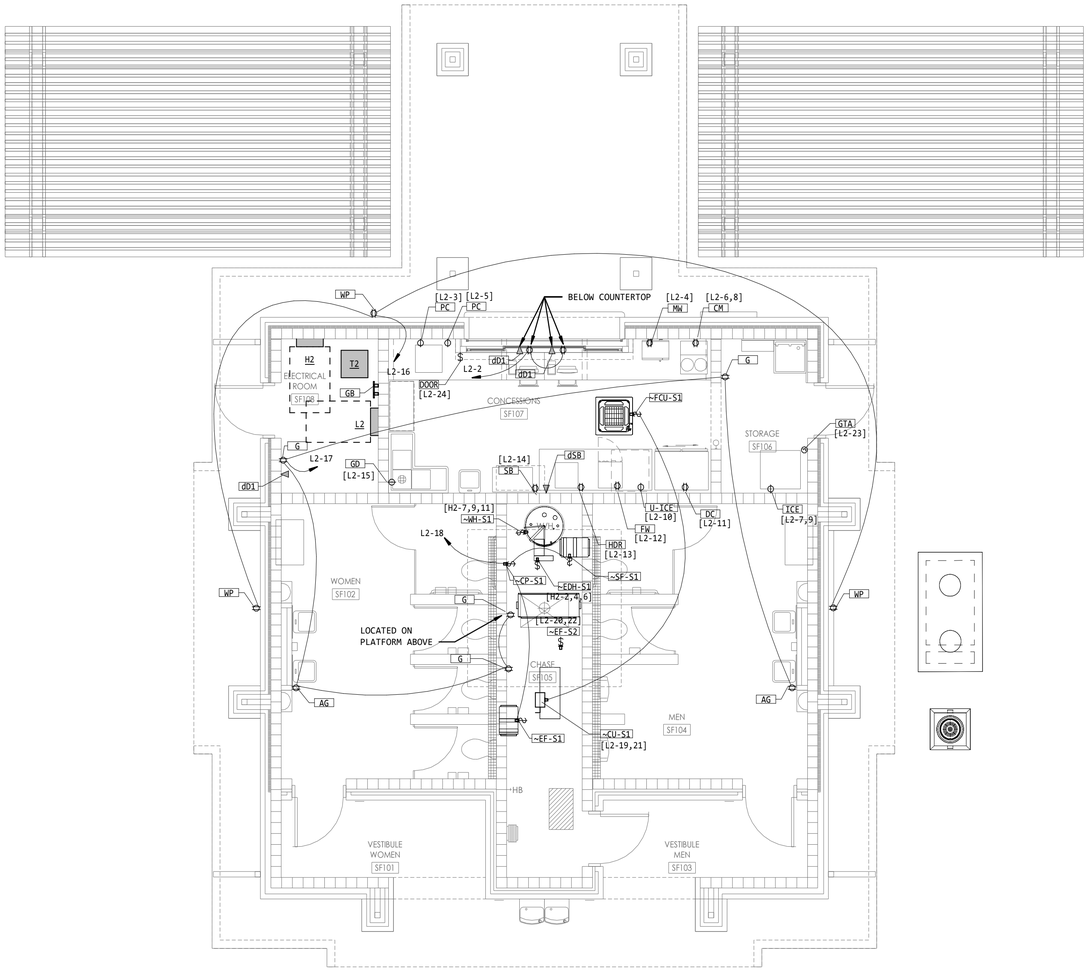
Revisions:

Issue Date: 06/16/2022

BASEBALL CONCESSION LIGHTING PLAN

E202

Harrington Park Bond Improvements



1 SOCCER POWER PLAN
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- DUPLEX RECEPTACLE 20A/1P. MOUNTED AT 18" AFF UON.
- SIMPLEX RECEPTACLE 20A/1P. MOUNTED AT 18" AFF UON.
- QUADPLEX RECEPTACLE 20A/1P. MOUNTED AT 18" AFF UON.
- JUNCTION BOX SIZE AS NEDDED.
- FLOOR OUTLET.
- SPECIAL PURPOSE RECEPTACLE.
- SWITCH DISCONNECT.
- DISCONNECT SWITCH SIZE AND TYPE AS SHOWN.
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NUMBER	NOTE
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4	PROVIDE TAMPER RESISTANT RECEPTACLES PER N.E.C. ARTICLE 406.12.
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6	BELOW GRADE CONDUIT SHALL BE RUN UNDER CONCRETE SLAB, AND TURNED UP, USING A 90-DEGREE FACTORY ELBOW. CONDUIT SHALL STUB UP 6" ABOVE TOP OF CONCRETE.
7	ALL DEVICES/DISCONNECTS MOUNTED EXTERIOR TO BUILDING SHALL WP AND OR NEMA 3R RATED DEVICES/DISCONNECTS.

NOTES BY SYMBOL BOXED

Key Value	Keynote Text
AG	(d=ABOVE COUNTER GFI DUPLEX RECEPTACLE,INSTALL AT 48" AFF.) (e=ACT GFI, GFI REC,180 VA,120 V,Receptacle)
CM	(d=GFI RECEPTACLE FOR COFFEE MACHINE. 120/208V CONNECTION. INSTALL 48" AFF.) (e=COFFEE MACHINE,6000 VA,208 V,Non-Continuous)
DC	(d=GFI RECEPTACLE FOR DRINK COOLER. INSTALL AT 48" AFF AND COORDINATE LOCATION WITH INSTALLER OF COOLER.) (e=DRINK COOLER,1200 VA,120 V,Non-Continuous)
dD1	(d=SINGLE DATA JACK PROVIDE 4X4 J-BOX AT 18"AFF AND ROUTE 3/4"CONDUIT TO ADJACENT WALL AND RISE TO 6" ABOVE CEILING.)
DOOR	(d=MOTORIZED DOOR OPERATOR. BASIS OF DESIGN IS 1/2 HP MOTOR. COORDINATE EXACT LOCATIONS WITH DOOR INSTALLER. MINIMUM HEIGHT SHALL BE 48" AFF.) (e=MOTORIZED COUNTER DOOR,1200 VA,120 V,Non-Continuous)
dSB	(d=SINGLE DATA JACK PROVIDE 4X4 J-BOX AT 90" AFF WITH 3/4"CONDUIT TO 6" ABOVE CEILING FOR SIGN BOARD. COORDINATE EXACT LOCATION WITH OWNER PRIOR TO INSTALLATION.)
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G	(d=STANDARD 20A/120V GFI DUPLEX RECEPTACLE AT 48" ABOVE FINISHED FLOOR UNLESS NOTED OTHERWISE.) (e=ACT GFI, GFI REC,180 VA,120 V,Receptacle)
GB	(d=GROUND BAR FOR EACH ELECTRICAL ROOM. REFER TO GROUND RISER DETAIL.)
GD	(d=SIMPLEX GFI RECEPTACLE BELOW SINK FOR GARBAGE DISPOSAL. PROVIDE ABOVE COUNTER CONTROL SWITCH AT LOCATION INDICATED BY ARCHITECT ELEVATIONS.) (e=GARBAGE DISPOSAL,1200 VA,120 V,Non-Continuious){PLU}
GTA	(d=GREASE TRAP ALARM. REFER TO PLUMBING DETAILS. INSTALL 48" AFF.) (e=GREASE TRAP ALARM,100 VA,120 V,Continuious)
HDR	(d=GFI DUPLEX RECEPTACLE FOR HOT DOG ROLLER & BUN WARMER. INSTALL AT 48" AFF.) (e=HOT DOG ROLLER/BUN WARMER,1300 VA,120 V,Continuious)
ICE	(d=GFI RECEPTACLE FOR ICE MACHINE. 120/208V CONNECTION. COORDINATE LOCATION WITH INSTALLER OF MACHINE. MINIMUM HEIGHT SHALL BE 48" AFF.) (e=ICE MACHINE,1200 VA,208 V,Non-Continuious)
MW	(d=MICROWAVE DEDICATED DUPLEX RECEPTACLE. INSTALL 48" AFF.) (e=MICROWAVE,1200 VA,120 V,Receptacle)
PC	(d=GFI RECEPTACLE FOR POP CORN MACHINE. INSTALL AT 48" AFF. COORDINATE LOCATION WITH INSTALLER OF MACHINE.) (e=POP CORN MACHINE,1200 VA,120 V,Non-Continuious)
SB	(d=SIGN BOARD RECEPTACLE. MOUNT 90" AFF. VERIFY EXACT HEIGHT WITH OWNER PRIOR TO INSTALLATION.) (e=SIGN BOARD,180 VA,120 V,Receptacle)
U-ICE	(d=GFI RECEPTACLE FOR ICE MACHINE. COORDINATE LOCATION WITH INSTALLER OF MACHINE. INSTALL 48" AFF.) (e=UNDERCOUNTER ICE MACHINE,500 VA,120 V,Non-Continuious)
WP	(d=WEATHER RESISTANT 20A/120V DUPLEX RECEPTACLE IN WEATHER RESISTANT NEMA 3R LOCKABLE BOX. RECEPTACLES SHALL BE RECESSED IN WALL AND INSTALL AT 18" AFF.) (e=WP RECEPTACLE,180 VA,120 V,Receptacle)
~CP-S1	(d=PROVIDE MOTOR RATED SWITCH FOR CIRCULATION PUMP. MINIMUM INSTALL HEIGHT SHALL BE 48" AFF.) (e=EF-S1/SF-S1/CP-S1,50 VA,120 V,Continuious){MEC}
~CU-S1	(d=30/2/NF/NEMA 1 DISCONNECT FOR CONDENSING UNIT) (e=CU-S1/FCU-S1,3840 VA,208 V,COOLING){MEC}
~EDH-S1	(d=PROVIDE MOTOR RATED SWITCH FOR ELECTRIC DUCT HEATER.) (e=EQ,10000 VA,480 V,HEATING){MEC}
~EF-S1	(d=MOTOR RATED SWITCH FOR 1/6 HP EXHAUST FAN.) (e=EF-S1/SF-S1/CP-S1,500 VA,120 V,Non-Continuious){MEC}
~EF-S2	(d=MOTOR RATED SWITCH FOR 1 HP SUPPLY FAN.) (e=EF-S2,1920 VA,208 V,Non-Continuious){MEC}
~FCU-S1	(d=PROVIDE MOTOR RATED SWITCH FOR FAN COIL UNIT. FAN COIL UNIT IS POWERED THROUGH ASSOCIATED CONDENSING UNIT.) (e=CU-S1/FCU-S1,1 VA,208 V,COOLING){MEC}
~SF-S1	(d=MOTOR RATED SWITCH FOR 1/6 HP SUPPLY FAN.) (e=EF-S1/SF-S1/CP-S1,500 VA,120 V,Continuious){MEC}
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SOCCER CONCESSION POWER PLAN

E203

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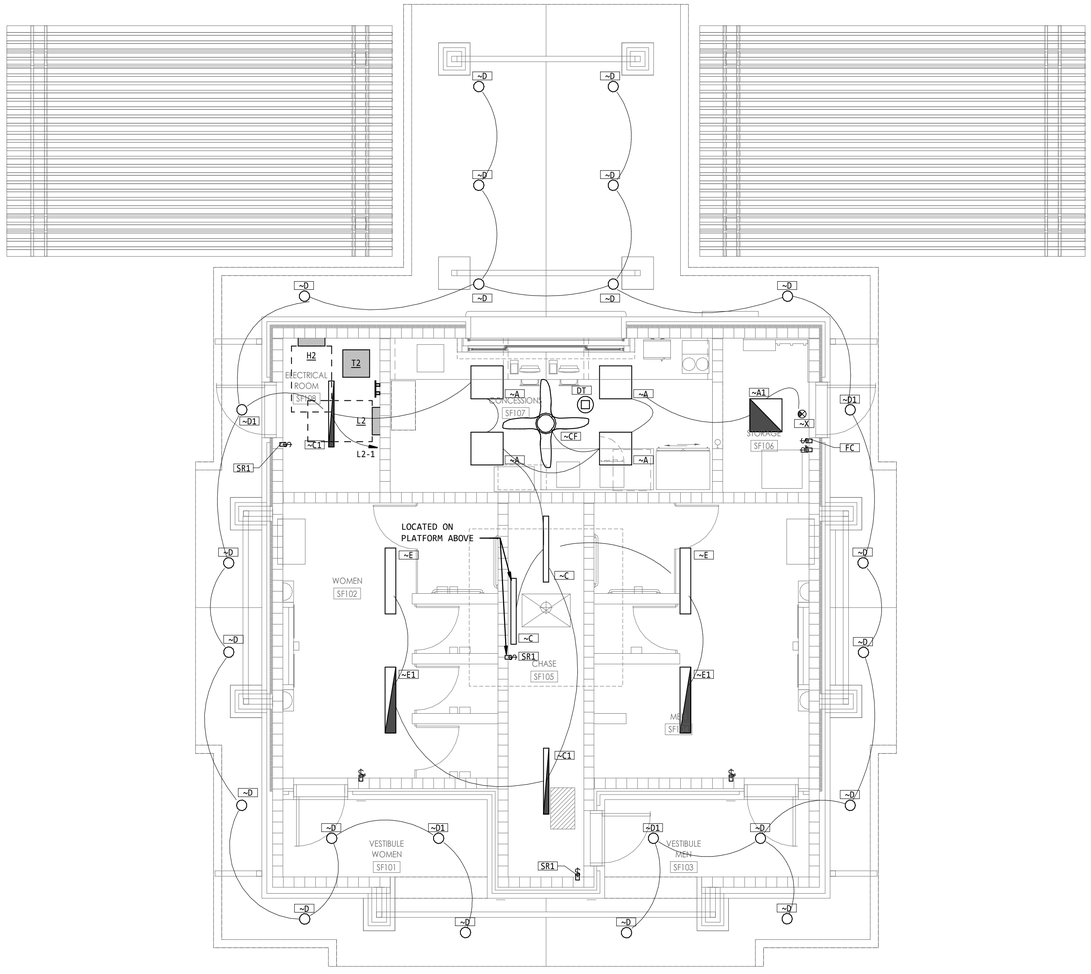

1 SOCCER LIGHITNG PLAN
1/4" = 1'-0"

BASIC LIGHTING SYMBOLS

- EXIT SIGN SHADED ARE INDICATED FACE ARROWS INDICATE DIRECTION WHEN NECESSARY
- BATTERY POWERED EMERGENCY LIGHT.
- RECESSED OR SURFACE RECTANGLUAR FIXTURE.
- WALL MOUNTED FIXTURE.
- J-BOX FOR FIXTURE PROVIDED BY OTHERS.
- DOWN LIGHT OR WALL WASH ARROW INDICATES DIRECTION WHEN NEEDED.
- POLE MOUNTED LIGHT FIXTURE
- LINE VOLTAGE TOGGLE SWITCH
- LINE VOLTAGE TOGGLE SWITCH WITH OCCUPANCY SENSOR
- LINE VOLTAGE TOGGLE SWITCH WITH VAVACNY SENSOR
- LINE VOLTAGE TOGGLE SWITCH WITH FULL ON 100% OCCUPANCY & VACANCY SENSOR
- BUTTON SWITCH COMPATABLE WITH POWER PACK PROVIDED TO SWITCH LOAD
- BUTTON SWITCH FOR OCCUPANCY SENSOR CONTROL COMPATABLE WITH POWER PACK PROVIDED TO SWITCH LOAD
- BUTTON SWITCH FOR VACANCY SENSOR CONTROL COMPATABLE WITH POWER PACK PROVIDED TO SWITCH LOAD
- BUTTON SWITCH FOR FULL ON SENSOR CONTROL COMPATABLE WITH POWER PACK PROVIDED TO SWITCH LOAD

XX NOTE BY BOXED SYMBOL CAN BE USED WITH ANY SYMBOL ABOVE TO DEFINE SPECIAL SYMBOLS OR CONDITIONS REFER TO NOTES BY BOXED SYMBOL BELOW FOR ADDITIONAL INFORMATION.

NOTES BY SYMBOL BOXED

Key Value	Keynote Text
DT	(d=DUAL TECHNOLOGY SENSOR COORDINATED WITH ASSOCIATED SWITCHING SYSTEM)
FC	(d=FAN SPEED CONTROLLER. INSTALL AT 48" AFF.)
SR1	(d=SINGLE POLE SWITCH FOR SAFETY RELATED AREAS WHERE AUTOMATIC CONTROLS WOULD ENDANGER LIFE SAFETY. INSTALL 48" AFF.)
~A	(d=LAYIN 2X2 LED LENSED TROFFER. REFER TO SCHEDULE.) (e=INTERIOR/EXTERIOR LIGHTING,40 VA,120 V,
~A1	(d=LAYIN 2X2 LED LENSED TROFFER W/EMERGENCY BATTERY. REFER TO SCHEDULE.) (e=INTERIOR/EXTERIOR LIGHTING,40 VA,120 V,
~C	(d=4' NARROW LED STRIP LIGHT SURFACE MOUNTED. REFER TO SCHEDULE.) (e=INTERIOR/EXTERIOR LIGHTING,38 VA,120 V,
~C1	(d=4' NARROW LED STRIP LIGHT SURFACE MOUNTED W/EMERGENCY BATTERY. REFER TO SCHEDULE.) (e=INTERIOR/EXTERIOR LIGHTING,38 VA,120 V,
~CF	(d=CEILING FAN WITHOUT LIGHT KIT. PROVIDE FAN SPEED CONTROLLER. REFER TO SCHEDULE.) (e=INTERIOR/EXTERIOR LIGHTING,58 VA,120 V,
~D	(d=RECESSED 7" OPEN ADJUSTABLE, SLOPE CEILING FIXTURE. REFET TO SCHEUDLE.) (e=INTERIOR/EXTERIOR LIGHTING,11 VA,120 V,
~D1	(d=RECESSED 7" OPEN ADJUSTABLE, SLOPE CEILING FIXTURE W/EMERGENCY BATTERY. REFET TO SCHEUDLE.) (e=INTERIOR/EXTERIOR LIGHTING,11 VA,120 V,
~E	(d=4' x 8" WIDE, VANDAL RESISTANT LINEAR LED. REFER TO SCHEDULE.) (e=INTERIOR/EXTERIOR LIGHTING,89 VA,120 V,
~E1	(d=4' x 8" WIDE, VANDAL RESISTANT LINEAR LED WITH EMERGENCY BATTERY. REFER TO SCHEDULE.) (e=INTERIOR/EXTERIOR LIGHTING,89 VA,120 V,
~X	(d=EXIT SIGN. REFER TO SCHEDULE.) (e=INTERIOR/EXTERIOR LIGHTING,5 VA,120 V,

4' 0' 4' 8'
1/4" = 1'-0"

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B. KYLE HASKOVEC 143448 LICENSED PROFESSIONAL LANDSCAPE ARCHITECT 06/16/2022

Harrington Park Bond Improvements

City of Duncanville, Texas

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Texas 811 Know what's below. Call before you dig.

Revisions:

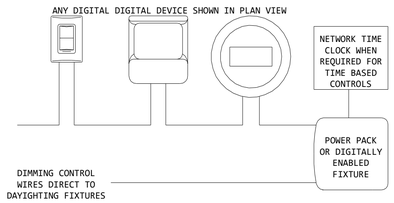
Issue Date: 06/16/2022

SOCCER CONCESSION LIGHTING PLAN

E204

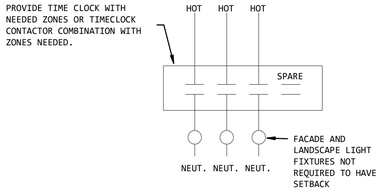
DIGITAL LIGHTING CONTROLS NOTES AND DETAIL

DIGITAL LIGHTING CONTROLS GENERAL NOTES:
1. ALL POWER PACKS TO BE MOUNTED ABOVE CEILING NEAREST THE FIRST WALL SWITCH SERVING THE ASSOCIATED ROOM. PLAN VIEW SHOWS QUANTITY OF ZONES REQUIRED MANUFACTURER MAY COMBINE POWER PACKS WHERE POSSIBLE INTO MULTI ZONE POWER PACKS.
2. DETAIL IS GENERIC IN NATURE. PLAN VIEWS WILL INDICATE NUMBER OF ZONES, PROVIDE POWER PACK OR EQUIVALENT FOR EACH ZONE. PLAN VIEW WILL INDICATE LOCATION OF DIGITAL WALL SWITCHES WITH NUMBER OF BUTTONS REQUIRED. ACCEPTABLE MANUFACTURERS ARE WATT STOPPER, LUTRON AND ACUITY CONTROLS. OTHERS WILL BE CONSIDERED WITH PRE-APPROVAL PRIOR TO BIDDING.
3. CONTRACTOR IS RESPONSIBLE FOR PROVIDING A FULLY FUNCTIONAL SYSTEM.
4. ALL WIRING SHALL BE INSTALLED IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS



EXTERIOR LIGHTING CONTROL DETAIL

EXTERIOR LIGHTING CONTROL GENERAL NOTES:
1. FOR GENERAL EXTERIOR SITE AND BUILDING LIGHTING, PROVIDE 365/7 DAY ASTRONOMIC TIME CONTROL WITH OVERRIDE ON/OFF AND MINIMUM 2 DAY PERMANENT SCHEDULE RETENTION. PROVIDE ONE RELAY OR CONTACT PER ZONE REQUIRED.
2. PROVIDE TIME SCHEDULE TO BE ON AT NIGHT AND OFF AT DAWN
3. CIRCUIT AS SHOWN IN PLAN VIEW.



EXTERIOR LIGHTING ENERGY CODE REQUIREMENTS :
1. ALL EXTERIOR LIGHTING SHALL BE CONTROLLED AS A FUNCTION OF AVAILABLE LIGHT USING AN ASTRONOMIC TIMECLOCK, PHOTOCELL OR SIMILAR MEANS, UNLESS NOTED OTHERWISE.
2. EXTERIOR LIGHTING SHALL BE REDUCED BY MINIMUM OF 30% AFTER MIDNIGHT AT THE LATEST, TO 6AM, OR 1-HOUR AFTER CLOSING AND 1 HOUR BEFORE BUSINESS OPENING, OR ANYTIME OF INACTIVITY OF MORE THAN 15 MINUTES.
3. EXEMPTIONS TO EXTERIOR LIGHTING:
   A. EMERGENCY EGRESS LIGHTING
   B. COVERED VEHICLE ENTRANCES TO PARKING STRUCTURES
   C. BUILDING FACADE AND LANDSCAPE LIGHTING MAY BE PHOTOCELL ONLY; 30% DIMMING IS NOT REQUIRED.

GENERAL ENERGY CODE REQUIREMENTS :

1. ALL AREAS LISTED BELOW SHALL HAVE OCCUPANCY SENSOR CONTROL:
   - ENCLOSED SPACES 300 SQ.FT. OR LESS
   - RESTROOMS
   - STORAGE ROOMS
2. FOR OCCUPANCY SENSORS, AUTOMATIC ON TO 100% OUTPUT IS ALLOWED FOR PUBLIC CORRIDORS, LOBBIES AND SIMILAR PUBLIC USE ONLY AREAS. AUTOMATIC SENSORS ON SHALL BE PROGRAMMED TO AUTOMATICALLY TURN ON LIGHTING TO NO MORE THAN 50% IN OTHER SPACES IN ACCORDANCE WITH IECC REQUIREMENTS.
3. AREAS NOT PROVIDED WITH OCCUPANCY SENSORS AS LISTED ABOVE SHALL BE ON A TIME BASED SCHEDULE. TIME SWITCH CONTROLS SHALL PROVIDE MAXIMUM 2-HOUR OVERRIDE (MAXIMUM 5,000 SQ.FT. EACH OVERRIDE) WITHIN SPACE CONTROLLED OR HAVE A PILOT LIGHT AND MAP OF LIGHTING CONTROLLED.
4. LIGHTING REDUCTION IS NOT REQUIRED FOR ROOMS WITH ONLY ONE LIGHT FIXTURE, ROOMS USING LESS THAN 0.6 W/SQ.FT., CORRIDORS, EQUIPMENT ROOMS, AND PUBLIC LOBBIES.
5. TIME CONTROLS SHALL HAVE A 7-DAY CLOCK WITH DIFFERENT SCHEDULE EACH DAY, HAVE HOLIDAY SCHEDULING CAPABILITY AND 10 HOUR BACKUP FOR PROGRAMMING.
6. SINGLE POLE LINE VOLTAGE TOGGLE SWITCHES MAY BE USED WHERE AUTOMATIC LIGHTING CONTROLS WOULD ENDANGER LIFE SAFETY OR ARE EXEMPT FOR EGRESS RELATED LIFE SAFETY REASONS.

LIGHTING CONTROL GENERAL NOTES:

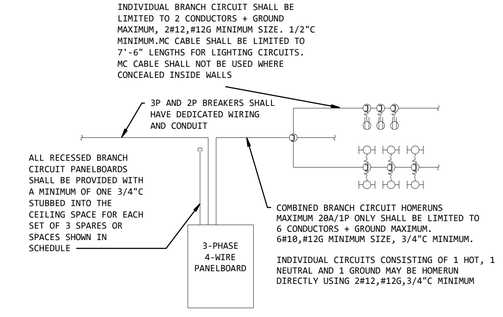
1. SENSOR LOCATIONS ARE MINIMUMS. CONTRACTOR SHALL PROVIDE FOR A MINIMUM OF 10% ADDITIONAL DEVICES TO COVER DARK SPOTS DISCOVERED DURING CONSTRUCTION FROM FIELD INSTALLED OBSTRUCTIONS. CONTRACTOR SHALL ALSO ALLOW FOR A MOVE OF UP TO 5'-0" IN ANY DIRECTION FOR ALL SENSORS, AT NO ADDITIONAL COST TO THE OWNER, TO ALLOW FOR FIELD ADJUSTMENT OF SENSOR PLACEMENTS TO ACHIEVE OPTIMUM PERFORMANCE.
2. INSTALLATION SHALL BE IN ACCORDANCE WITH MANUFACTURER'S REQUIREMENTS.
3. CONTRACTOR SHALL PROVIDE A MINIMUM OF (2) SITE VISITS BY FACTORY TRAINED PERSONNEL TO ADJUST SENSORS AND TRAIN THE OWNER ON USE AND MAINTENANCE OF LIGHTING CONTROL COMPONENTS.
4. AFTER COMMISSIONING LIGHTING CONTROLS, CONTRACTOR SHALL PROVIDE A WRITTEN TEST REPORT INDICATING THAT ALL LIGHTING CONTROL SYSTEMS HAVE BEEN COMMISSIONED, TESTED AND FOUND TO BE FUNCTIONING IN ACCORDANCE WITH CONTRACT DOCUMENT AND CODE REQUIREMENTS. CONTRACTOR SHALL ENSURE THAT CONTROL HARDWARE AND SOFTWARE ARE CALIBRATED, ADJUSTED, PROGRAMMED AND IN PROPER WORKING CONDITION IN ACCORDANCE WITH THE CONTRACT DOCUMENTS, MANUFACTURER'S INSTRUCTIONS AND CODE REQUIREMENTS. FUNCTIONAL TESTING SHALL BE IN ACCORDANCE WITH IECC SECTIONS C408.3.1.1/2 FOR THE APPLICABLE CONTROL TYPES.

① LIGHTING CONTROLS DETAIL
NO SCALE

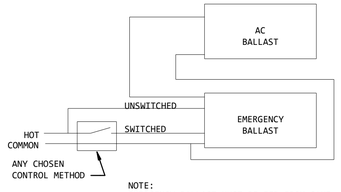
LIGHTING FIXTURE SCHEDULE

SCHEDULE NOTES:
1. PROVIDE ALL REQUIRED MOUNTING HARDWARE AND ACCESSORIES REQUIRED FOR MOUNTING NECESSARY

Keynote	LAMPS		VOLT	VA	COMMENTS
~A	LED, 4360 LUMENS, 3500K, 80 CRI	2' X 2' LAY-IN LENSED TROFFER, 0-10V DIMMING, FLUSH WHITE EXTRUDED ALUMINUM C/W SPRING LATCH, G3 GASKET OPTION, EATON METALUX 22GR LED SERIES OR APPROVED EQUAL.	120 V	40 VA	FIXTURE SHALL HAVE EXTRA GASKETING BETWEEN THE DOOR FAME AND HOUSING AND BETWEEN THE LENDS AND DOOR FOR FOOD PREP AREA.
~A1	LED, 4360 LUMENS, 3500K, 80 CRI	SAME AS FIXTURE "A" WITH EMERGENCY BATTERY	120 V	40 VA	
~C	LED, 5167 LUMENS, 3500K, 80 CRI	4' NARROW LED STRIP LIGHT, SURFACE MOUNTED, METALUX SNLED BASE SERIES OR APPROVED EQUAL.	120 V	38 VA	
~C1	LED, 5167 LUMENS, 3500K, 80 CRI	SAME AS FIXTURE "C" WITH EMERGENCY BATTERY	120 V	38 VA	
~CF	LOW PROFILE CEILING FAN - NO LIGHT KIT	LOW PROFILE 52" CEILING FAN. HUNTER LOW PROFILE III 52 INCH CEILING FAN OR APPROVED EQUAL.	120 V	58 VA	
~D	LED, 1100 LUMENS, 4000K, 80 CRI	RECESSED 7" OPEN ADJUSTABLE, SLOPE CEILING FIXTURE, 0-10V DIMMING, STANDARD OPEN REFLECTOR, LISTED FOR DAMP LOCATIONS, PAINT TO MATCH SELCTED SOFFIT COLOR BY ARCHITECT. ATLANTIC LIGHTING LED7ADJ-DFX11-4K-U-7LADJ-15/45-HZ OR APPROVED EQUAL.	120 V	11 VA	
~D1	LED, 1100 LUMENS, 4000K, 80 CRI	SAME AS FIXTURE "D" WITH EMERGENCY BATTERY	120 V	11 VA	
~E	LED, 8460 LUMENS, 3500K, 80 CRI	4' x 8" WIDE, SURFACE MOUNTED, VANDAL RESISTANT LINEAR LED, INDIVIDUAL, DECORATIVE END CAP, CLEAR LENS, HI ILLUMINATION LEVEL, TWO (2) LED MODULES, FAIL-SAFE HVL LED SERIES OR APPROVED EQUAL	120 V	89 VA	
~E1	LED, 8460 LUMENS, 3500K, 80 CRI	SAME AS FIXTURE "E" WITH EMERGENCY BATTERY	120 V	89 VA	
~X	LITHONIA	EXIT LIGHT, WHITE WITH RED LETTERS, BATTERY PACK, 120V, SURE-LITE LPX SERIES OR APPROVED EQUAL	120 V	5 VA	



② BRANCH CIRCUITING DETAIL
NO SCALE



③ EMERGENCY BALLAST DETAIL
NO SCALE

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Revisions:

Issue Date: 06/16/2022

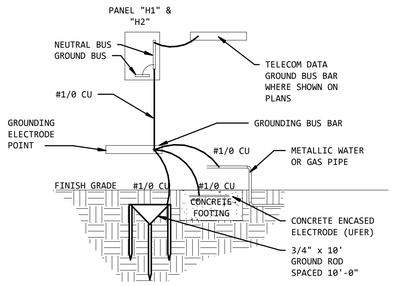
ELECTRICAL DETAILS

E300

Harrington Park Bond Improvements

FAULT CURRENT CALCULATION:
TRANSFORMER = 300 KVA, Z = 1.2%
$I_{sc} = \frac{KVA \times 1000}{V \times Z}$
$I_{sc} = \frac{300 \times 1000}{480 \times 1.732 \times .012} = \frac{300000}{9.98}$
MAXIMUM AVAILABLE 3Ø FAULT = 30.071 KA

FAULT CURRENT CALCULATION IS BASED ON A TRANSFORMER SIZE OF 100KVA MAXIMUM WITH A MINIMUM IMPEDANCE OF 3% AT A MINIMUM DISTANCE OF 50' FROM THE SERVICE TO THE TRANSFORMER. CONTRACTOR SHALL VERIFY THIS DATA WITH THE UTILITY COMPANY PRIOR TO START OF WORK. IF ANY OF THE MINIMUMS OR MAXIMUM WILL BE EXCEEDED CONTRACTOR SHALL NOTIFY ENGINEER PRIOR TO PURCHASE OF EQUIPMENT AND START OF CONSTRUCTION SO THAT DESIGN REVISIONS CAN BE MADE.



SERVICE ENTRANCE GROUNDING DETAIL NOTES:
1. AT THE CONTRACTOR'S OPTION, ANY ONE OF THE THREE ALLOWED ELECTRODE SYSTEMS SHOWN MAY BE USED AS THE MAIN GROUNDING ELECTRODE POINT (GROUND RODS, UFER, OR BUILDING STEEL) WITH ALL OTHER ELECTRODES BONDED TO IT. THE EXAMPLE SHOWN USES BUILDING STEEL AS THE MAIN ELECTRODE POINT.
2. THE GROUNDING ELECTRODE CONDUCTOR (GEC) SHALL BE SIZED IN ACCORDANCE WITH NEC TABLE 250.66. REFER TO FEEDER SCHEDULE.

② SERVICE ENTRANCE GROUNDING DETAIL
NTS

RISER GENERAL NOTES

1. CONTRACTOR SHALL PERFORM ARC FLASH STUDY AND PROVIDE AND INSTALL LABELS ON ALL ELECTRICAL EQUIPMENT. LABELS SHALL INDICATE FLASH PROTECTION REQUIREMENTS AND SHOCK PROTECTION REQUIREMENTS AND OTHER INFORMATION AS REQUIRED BY OSHA AND NFPA 70E. SERVICE EQUIPMENT SHALL BE MARKED WITH THE MAXIMUM AVAILABLE FAULT CURRENT IN ACCORDANCE WITH NEC.

2. CONTRACTOR SHALL PROVIDE AND PERFORM COMPLETE OVERCURRENT PROTECTION COORDINATION STUDY IN ACCORDANCE WITH NEC REQUIREMENTS PRIOR TO PURCHASE OF EQUIPMENT AND PROVIDE STUDY WITH SWITCHBOARD AND PANELBOARD SUBMITTALS. CONTRACTOR SHALL SUBMIT COORDINATION STUDY TO CITY INSPECTOR UPON REQUEST.

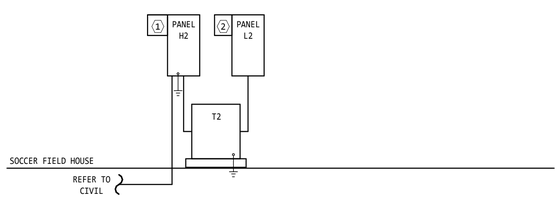
RISER NOTES BY SYMBOL

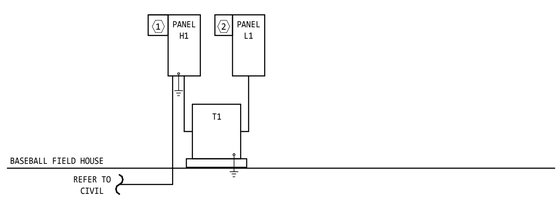
① PROVIDE ASCO 480/277 SERVICE ENTRANCE RATED AND LISTED CONNECTION SPD MODEL#560277YP75ATDG10 SURGE PROTECTION 375KA PER MODE. PROVIDE WITH INTEGRAL FUSED DISCONNECT MOUNTED TO SIDE OF SWITCHBOARD ENCLOSURE, CONNECT USING MANUFACTURERS ACCUGUIDE CABLE DIRECTLY TO BUS USING SHORTEST DISTANCE POSSIBLE. CONDUCTORS SHALL BE ROUTED TO AVOID SHARP BENDS AND MINIMIZE LEAD LENGTHS.RISER DIAGRAM.

② PROVIDE ASCO 208/120 BRANCH PANEL SPD MODEL#520120YP16ATAL10 SURGE PROTECTION 80KA PER MODE. PROVIDE WITH INTEGRAL FUSED DISCONNECT MOUNTED BELOW PANEL ENCLOSURE, CONNECT USING MANUFACTURERS ACCUGUIDE CABLE DIRECTLY TO BUS USING SHORTEST DISTANCE POSSIBLE. CONDUCTORS SHALL BE ROUTED TO AVOID SHARP BENDS AND MINIMIZE LEAD LENGTHS.

SECONDARY FEEDER SCHEDULE

FED FROM	EQUIPMENT FED	SECONDARY	FEEDER
H1	T2	Yes	4-1/0,#6G,1-1/2"C
H2	T1	Yes	4-1/0,#6G,1-1/2"C
T1	L2	Yes	4-3/0,#4G,2"C
T2	L1	Yes	4-3/0,#4G,2"C
UTILITY (BASEBALL)	H1	Yes	(2)4-350kcmil,#2G,3"C
UTILITY (SOCCER)	H2	Yes	4-600kcmil,1/0G,3-1/2"C





① RISER DIAGRAM
NO SCALE

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Revisions:

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ONE-LINE DIAGRAM

E400

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MAGEE ARCHITECTS , L . P.
DESIGNERS ◦ PLANNERS ◦ INTERIORS

Harrington Park Road Improvements

NAME: H1

Mounting: SURFACE
Supply From: UTILITY (BASEBALL)
Enclosure: NEMA 1
Volts: 480/277 Wye
Phases: 3
Wires: 4
Fault Current(Amps): 25,660
AIC-Rating(Amps): 35,000 AIC
Mains Type: MCB
Mains Rating: 600

CKT	Len	%VD	WIRE SIZE 2#12,#12G,1/2"C UON	Load Name	BKR (A)	P	A(A)	B(A)	C(A)	P	BKR (A)	Load Name	WIRE SIZE 2#12,#12G,1/2"C UON	%VD	Len	CKT
1							35 12									2
3	12'	0.05%	4-1/0,#6G,1-1/2"C	T2	150	3		36 12		3	20	EQ	3#12,#12G,1/2"C	0.26%	34'	4
5									45 12							6
7							7									8
9	32'	0.14%	3#12,#12G,1/2"C	EQ	20	3		7								10
11									7							12
13							40 24									14
15	--	--	--	EXISTING (PINTO LIGHTING)	60	3		40 24		3	30	SPARE (MUST LIGHITNG)	--	--	--	16
17									40 24							18
19							30 24									20
21	--	--	--	EXISTING (T-BALL LIGHTING)	40	3		30 24		3	30	EXISITNG (MUST LIGHITNG)	--	--	--	22
23									30 24							24
25							30 36									26
27	--	--	--	EXISTING (BRONCO LIGHTING)	40	3		30 36		3	50	EXISITNG (PONY LIGHTING)	--	--	--	28
29									30 36							30
31							30 36									32
33	--	--	--	EXISTING (BRONCO LIGHTING)	40	3		30 36		3	50	EXISITNG (PONY LIGHTING)	--	--	--	34
35									30 36							36
37							40 30									38
39	--	--	--	EXISTING	60	3		40 30		3	40	EXISTING (SOCCER)	--	--	--	40
41									40 30							42
43							10 10			2	20	EXISTING	--	--	--	44
45	--	--	--	EXISTING (SECURITY)	20	3		10 10								46
47									10							48
49																50
51																52
53																54

Total Load kVA: 109 109 109

Total Amps: 394 A 394 A 394 A

ALL LENGTHS SHOWN ARE FOR CALCULATION PURPOSES ONLY TO ESTIMATED HOME RUN POINT ADDITIONAL WIRE WILL BE NEEDED FOR CIRCUIT, CONTRACTOR SHALL ESTIMATE BASED ON CONTRACTOR PLANNED INSTALL. IF ANY VALUES ARE SUBSTANTIALLY DIFFERANT CONTRACTOR SHALL NOTIFY A/E OF REVISIONS NEEDED AND AWAIT INSTRUCTIONS BEFORE PROCEEDING.

Load Classification	Connected Load	Demand Factor	Estimated Demand	Panel Totals	
COOLING	3841 VA	100.00%	3841 VA		
Continuious	4920 VA	125.00%	6150 VA	**Total Conn. Load:**	327 kVA
HEATING	10000 VA	100.00%	10000 VA	**Total Connt. Amps**	394 A
Lighting	223 VA	125.00%	279 VA	**Total Demand Load:**	329 kVA
Non-Continuious	19700 VA	100.00%	19700 VA	**Total Demand Amps:**	395 A
Other	708 VA	100.00%	708 VA		
Receptacle	3360 VA	100.00%	3360 VA		
Spare	284557 VA	100.00%	284557 VA		

Schedule Notes:

NAME: L1

Mounting: SURFACE
Supply From: T1
Enclosure: NEMA 1
Volts: 120/208 Wye
Phases: 3
Wires: 4
Fault Current(Amps): 9,117
AIC-Rating(Amps): 14,000 AIC
Mains Type: MLO
Mains Rating: 200

CKT	Len	%VD	WIRE SIZE 2#12,#12G,1/2"C UON	Load Name	BKR (A)	P	A(A)	B(A)	C(A)	P	BKR (A)	Load Name	WIRE SIZE 2#12,#12G,1/2"C UON	%VD	Len	CKT
1	26'	0.57%		INTERIOR/EXTERIOR LIGHTING	20	1	8 3			1	20	POINT OF SALE		0.17%	19'	2
3	12'	0.34%		POP CORN MACHINE	20	1		10 10		1	20	MICROWAVE		0.74%	26'	4
5	13'	0.38%		POP CORN MACHINE	20	1			10 29	2	40	COFFEE MACHINE	3#8,#10G,3/4"C	0.52%	27'	6
7	32'	0.31%	3#12,#12G,1/2"C	ICE MACHINE	20	2	6 29									8
9								6 4		1	20	UNDERCOUNTER ICE MACHINE		0.30%	25'	10
11	27'	0.79%		DRINK COOLER	20	1			10 5	1	20	FOOD WARMER		0.31%	24'	12
13	22'	0.67%		HOT DOG ROLLER/BUN WARMER	20	1	11 2			1	20	SIGN BOARD		0.09%	20'	14
15	1...	0.31%		GARBAGE DISPOSAL	20	1		10 5		1	20	WP RECEPTACLE		0.31%	24'	16
17	28'	0.72%		ACT GFI, GFI REC	20	1			9 9	1	20	EF-B1/SF-B1/CP-B1		0.73%	29'	18
19	30'	0.07%		GREASE TRAP ALARM	20	1	1 9			2	20	EF-B2	2#12,#12G,1/2"C	0.43%	28'	20
21	31'	0.58%	2#10,#10G,1/2"C	CU-B1/FCU-B1	30	2		18 9								22
23									18 10	1	20	MOTORIZED COUNTER DOOR		0.38%	13'	24
25	--	--	--	SPARE (IRRIGATION)	20	1	5 5			1	20	SPARE (BATTING CAGE PLUG)	--	--	--	26
27	--	--	--	SPARE (LIGHTING CONTROLS)	20	1		5 5		1	20	SPARE (BATTING CAGE PLUG)	--	--	--	28
29	--	--	--	SPARE (FILED #1)	20	1			5 5	1	20	SPARE (FIELD #2)	--	--	--	30
31	--	--	--	SPARE (FILED #4)	20	1	5 5			1	20	SPARE (FIELD #3)	--	--	--	32
33	--	--	--	SPARE	20	1		0 5		1	20	SPARE (PONY)	--	--	--	34
35	--	--	--	SPARE	20	1			0 0	1	20	SPARE	--	--	--	36
37	--	--	--	SPARE	20	1	0 0			1	20	SPARE	--	--	--	38
39	--	--	--	SPARE	20	1		0 0		1	20	SPARE	--	--	--	40
41	--	--	--	SPARE	20	1			0 0	1	20	SPARE	--	--	--	42

Total Load kVA: 10 10 12

Total Amps: 82 A 83 A 103 A

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Load Classification	Connected Load	Demand Factor	Estimated Demand	Panel Totals	
COOLING	3841 VA	100.00%	3841 VA		
Continuious	4920 VA	125.00%	6150 VA	**Total Conn. Load:**	32 kVA
Lighting	223 VA	125.00%	279 VA	**Total Connt. Amps**	89 A
Non-Continuious	13700 VA	100.00%	13700 VA	**Total Demand Load:**	33 kVA
Other	708 VA	100.00%	708 VA	**Total Demand Amps:**	93 A
Receptacle	3360 VA	100.00%	3360 VA		
Spare	5400 VA	100.00%	5400 VA		

Schedule Notes:

SOLARE
ENGINEERING UNLIMITED, INC.
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Texas Registration # F-10963

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REGISTERED LANDSCAPE ARCHITECT
B. KYLE HASKOVEC
143448
LICENSED
PROFESSIONAL LANDSCAPE ARCHITECT
06/16/2022

Harrington Park Bond Improvements

City of Duncanville, Texas

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Revisions:

Issue Date: 06/16/2022

PANEL SCHEDULES - BASEBALL

E500

Harrington Park Road Improvements

NAME: H2

Mounting: SURFACE
Supply From: UTILITY (SOCCER)
Enclosure: NEMA 1

Volts: 480/277 Wye
Phases: 3
Wires: 4

Fault Current(Amps): 25,656
AIC-Rating(Amps): 35,000 AIC
Mains Type: MLO
Mains Rating: 400

CKT	Len	%VD	WIRE SIZE 2#12,#12G,1/2"C UON	Load Name	BKR (A)	P	A(A)	B(A)	C(A)	P	BKR (A)	Load Name	WIRE SIZE 2#12,#12G,1/2"C UON	%VD	Len	CKT
1							47 12									2
3	13'	0.05%	4-1/0,#6G,1-1/2"C	T1	150	3		42 12		3	20	EQ	3#12,#12G,1/2"C	0.26%	34'	4
5									48 12							6
7							7 5			1	20	SPARE	--	--	--	8
9	32'	0.14%	3#12,#12G,1/2"C	EQ	20	3		7 5		1	20	SPARE	--	--	--	10
11									7 5	1	20	SPARE	--	--	--	12
13	--	--	--	SPARE	20	1	5 5			1	20	SPARE	--	--	--	14
15	--	--	--	SPARE	20	1		5 5		1	20	SPARE	--	--	--	16
17	--	--	--	SPARE	20	1			5 5	1	20	SPARE	--	--	--	18
19	--	--	--	SPARE	20	1	5 5			1	20	SPARE	--	--	--	20
21	--	--	--	SPARE	20	1		5 5		1	20	SPARE	--	--	--	22
23	--	--	--	SPARE	20	1			5 5	1	20	SPARE	--	--	--	24
25	--	--	--	SPACE	--	...	0 0			...	--	SPACE	--	--	--	26
27	--	--	--	SPACE	--	...		0 0		...	--	SPACE	--	--	--	28
29	--	--	--	SPACE	--	...			0 0	...	--	SPACE	--	--	--	30
31	--	--	--	SPACE	--	...	0 0			...	--	SPACE	--	--	--	32
33	--	--	--	SPACE	--	...		0 0		...	--	SPACE	--	--	--	34
35	--	--	--	SPACE	--	...			0 0	...	--	SPACE	--	--	--	36
37	--	--	--	SPACE	--	...	0 0			...	--	SPACE	--	--	--	38
39	--	--	--	SPACE	--	...		0 0		...	--	SPACE	--	--	--	40
41	--	--	--	SPACE	--	...			0 0	...	--	SPACE	--	--	--	42

Total Load kVA: 25 24 25

Total Amps: 92 A 87 A 92 A

ALL LENGTHS SHOWN ARE FOR CALCULATION PURPOSES ONLY TO ESTIMATED HOME RUN POINT ADDITIONAL WIRE WILL BE NEEDED FOR CIRCUIT, CONTRACTOR SHALL ESTIMATE BASED ON CONTRACTOR PLANNED INSTALL. IF ANY VALUES ARE SUBSTANTIALLY DIFFERANT CONTRACTOR SHALL NOTIFY A/E OF REVISIONS NEEDED AND AWAIT INSTRUCTIONS BEFORE PROCEEDING.

Load Classification	Connected Load	Demand Factor	Estimated Demand	Panel Totals	
COOLING	3841 VA	100.00%	3841 VA		
Continuious	2500 VA	125.00%	3125 VA	Total Conn. Load:	74 kVA
HEATING	10000 VA	100.00%	10000 VA	Total Connt. Amps	89 A
Lighting	311 VA	125.00%	389 VA	Total Demand Load:	75 kVA
Non-Continuious	22120 VA	100.00%	22120 VA	Total Demand Amps:	90 A
Other	708 VA	100.00%	708 VA		
Receptacle	3360 VA	100.00%	3360 VA		
Spare	31575 VA	100.00%	31575 VA		

Schedule Notes:

NAME: L2

Mounting: SURFACE
Supply From: T2
Enclosure: NEMA 1

Volts: 120/208 Wye
Phases: 3
Wires: 4

Fault Current(Amps): 9,123
AIC-Rating(Amps): 14,000 AIC
Mains Type: MLO
Mains Rating: 200

CKT	Len	%VD	WIRE SIZE 2#12,#12G,1/2"C UON	Load Name	BKR (A)	P	A(A)	B(A)	C(A)	P	BKR (A)	Load Name	WIRE SIZE 2#12,#12G,1/2"C UON	%VD	Len	CKT
1	74'	1.77%		INTERIOR/EXTERIOR LIGHTING	20	1	8 3			1	20	POINT OF SALE		0.17%	20'	2
3	13'	0.36%		POP CORN MACHINE	20	1		10 10		1	20	MICROWAVE		0.77%	27'	4
5	14'	0.41%		POP CORN MACHINE	20	1			10 29	2	40	COFFEE MACHINE	3#8,#10G,3/4"C	0.57%	30'	6
7	34'	0.32%	3#12,#12G,1/2"C	ICE MACHINE	20	2	6 29									8
9								6 4		1	20	UNDERCOUNTER ICE MACHINE		0.30%	25'	10
11	28'	0.81%		DRINK COOLER	20	1			10 5	1	20	FOOD WARMER		0.32%	24'	12
13	22'	0.68%		HOT DOG ROLLER/BUN WARMER	20	1	11 2			1	20	SIGN BOARD		0.08%	19'	14
15	9...	0.27%		GARBAGE DISPOSAL	20	1		10 5		1	20	WP RECEPTACLE		0.34%	27'	16
17	28'	0.73%		ACT GFI, GFI REC	20	1			9 9	1	20	EF-S1/SF-S1/CP-S1		0.75%	30'	18
19	34'	0.63%	2#10,#10G,1/2"C	CU-S1/FCU-S1	30	2	18 9									20
21								18 9		2	20	EF-S2	2#12,#12G,1/2"C	0.48%	31'	22
23	33'	0.08%		GREASE TRAP ALARM	20	1			1 10	1	20	MOTORIZED COUNTER DOOR		0.41%	14'	24
25	--	--	--	SPARE	20	1	5 5			1	20	SPARE	--	--	--	26
27	--	--	--	SPARE	20	1		5 5		1	20	SPARE	--	--	--	28
29	--	--	--	SPARE	20	1			5 5	1	20	SPARE	--	--	--	30
31	--	--	--	SPARE	20	1	5 5			1	20	SPARE	--	--	--	32
33	--	--	--	SPARE	20	1		5 5		1	20	SPARE	--	--	--	34
35	--	--	--	SPARE	20	1			5 5	1	20	SPARE	--	--	--	36
37	--	--	--	SPARE	20	1	5 5			1	20	SPARE	--	--	--	38
39	--	--	--	SPARE	20	1		5 5		1	20	SPARE	--	--	--	40
41	--	--	--	SPARE	20	1			5 5	1	20	SPARE	--	--	--	42

Total Load kVA: 13 12 13

Total Amps: 109 A 98 A 110 A

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Load Classification	Connected Load	Demand Factor	Estimated Demand	Panel Totals	
COOLING	3841 VA	100.00%	3841 VA		
Continuious	2500 VA	125.00%	3125 VA	Total Conn. Load:	38 kVA
Lighting	311 VA	125.00%	389 VA	Total Connt. Amps	104 A
Non-Continuious	16120 VA	100.00%	16120 VA	Total Demand Load:	38 kVA
Other	708 VA	100.00%	708 VA	Total Demand Amps:	106 A
Receptacle	3360 VA	100.00%	3360 VA		
Spare	10800 VA	100.00%	10800 VA		

Schedule Notes:

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Revisions:

Issue Date: 06/16/2022

PANEL SCHEDULES - SOCCER

E501

PLUMBING GENERAL NOTES

1	PERFORM ALL WORK IN ACCORDANCE WITH ALL APPLICABLE CODES AND AUTHORITIES HAVING JURISDICTION. PROVIDE ALL PERMITS, INSPECTIONS, LICENSES AND FEES. FURNISH ALL LABOR, EQUIPMENT, SUPPLIES AND MATERIALS NECESSARY TO PROVIDE COMPLETE AND OPERATIONAL SYSTEMS.
2	THE DRAWINGS AND SPECIFICATIONS INDICATE THE GENERAL DESIGN AND ARRANGEMENT OF PIPES, FIXTURES, EQUIPMENT, SYSTEMS, ETC. INFORMATION SHOWN IS DIAGRAMMATIC IN CHARACTER AND DOES NOT NECESSARILY INDICATE EVERY REQUIRED OFFSET, FITTING, ETC. DO NOT SCALE THE DRAWINGS FOR DIMENSIONS. TAKE ALL DIMENSIONS, MEASUREMENTS, EQUIPMENT LOCATIONS, LEVELS, ETC FROM THE ARCHITECTURAL DRAWINGS AND FROM THE EQUIPMENT TO BE FURNISHED. PIPING MAY BE RELOCATED OR OFFSET FOR PROPER CLEARANCES OR TO AVOID CONFLICTS WITH OTHER TRADES. THE DESIGN INTENT (I.E. PITCHES, VELOCITIES, PRESSURE DROPS, VOLTAGE DROPS, ETC) CANNOT BE GREATLY ALTERED WITHOUT THE APPROVAL OF THE ARCHITECT. THE COST OF THESE DEVIATIONS TO AVOID INTERFERENCE'S SHALL BE PART OF THE ORIGINAL CONTRACT BID.
3	EACH SUBCONTRACTOR SHALL CONFER AND COOPERATE WITH ALL OTHER TRADES TO COORDINATE THEIR WORK. COORDINATION SHALL INCLUDE, BUT SHALL NOT BE LIMITED TO MATERIALS AND EQUIPMENT ROUTED IN CEILING AND WALL CAVITIES, EQUIPMENT ARRANGEMENT IN MECHANICAL SPACES, INCLUDING EQUIPMENT CLEARANCE REQUIREMENTS, ELEVATIONS AND DIMENSIONS OF STRUCTURAL MEMBERS AND OPENINGS, ETC. THE CONTRACTOR SHALL NOTIFY THE ARCHITECT OF ANY CONFLICTS.
4	BASE FINAL INSTALLATION OF MATERIALS AND EQUIPMENT ON ACTUAL DIMENSIONS AND CONDITIONS AT THE PROJECT SITE. FIELD MEASURE FOR MATERIALS AND EQUIPMENT REQUIRING EXACT FIT. NO EXTRAS WILL BE GIVEN FOR THE CONTRACTORS FAILURE TO FIELD COORDINATE.
5	NEITHER THE OWNER NOR ENGINEER IS RESPONSIBLE FOR THE CONTRACTOR'S SAFETY PRECAUTIONS OR FOR MEANS, METHODS, TECHNIQUES, CONSTRUCTION SEQUENCES, OR PROCEDURES REQUIRED TO PERFORM THE WORK.
6	THE CONTRACTOR SHALL LOCATE ALL EQUIPMENT THAT MUST BE SERVICED, OPERATED, OR MAINTAINED IN FULLY ACCESSIBLE POSITIONS. EQUIPMENT SHALL INCLUDE (BUT NOT LIMITED TO) VALVES, SHOCK ABSORBERS, TRAPS, CLEANOUTS, MOTORS, CONTROLLERS, SWITCHGEAR, AND DRAIN POINTS IF REQUIRED FOR BETTER ACCESSIBILITY. FURNISH ACCESS DOORS FOR THIS PURPOSE. MINOR DEVIATIONS FROM THE DRAWINGS MAY BE ALLOWED TO PROVIDE FOR BETTER ACCESSIBILITY. ANY CHANGES SHALL BE APPROVED BY THE ARCHITECT AND CONSTRUCTION MANAGER/GENERAL CONTRACTOR PRIOR TO MAKING THE CHANGE.
7	THE CONTRACTOR SHALL PROVIDE ACCESS DOORS, WALL OPENINGS, ROOF OPENINGS OR ANY OTHER CONSTRUCTION REQUIREMENT NEEDED TO ACCOMMODATE THE PLUMBING EQUIPMENT. LOCATIONS OF THESE OPENINGS SHALL BE SUBMITTED IN SUFFICIENT TIME TO BE INSTALLED IN THE NORMAL COURSE OF WORK.
8	THE CONTRACTOR SHALL COORDINATE ELECTRICAL REQUIREMENTS OF PLUMBING EQUIPMENT WITH THE ELECTRICAL CONTRACTOR PRIOR TO THE PURCHASE AND INSTALLATION OF ANY ELECTRICAL GEAR OR CONDUIT.
9	PROVIDE VIBRATION ISOLATORS FOR MOTOR DRIVEN PLUMBING EQUIPMENT UNLESS NOTED OTHERWISE. PROVIDE ISOLATION AS RECOMMENDED BY THE EQUIPMENT MANUFACTURER.
10	THE CONTRACTOR SHALL COORDINATE THE LOCATION OF ALL WALL CLEANOUTS, ACCESS DOORS, ETC WITH THE ARCHITECT AND ALL OTHER TRADES PRIOR TO INSTALLATION. IF A CONFLICT WITH MILLWORK, LIGHT SWITCHES, WINDOWS, ETC EXISTS, THE CONTRACTOR SHALL NOTIFY THE ARCHITECT OF THE POTENTIAL INTERFERENCE PRIOR TO INSTALLATION.
11	PLUMBING VENTS THROUGH THE ROOF SHALL BE A MINIMUM OF 10 FEET FROM ALL OUTSIDE AIR INTAKES AND A MINIMUM OF 5 FEET FROM EXTERIOR PERIMETER WALLS.
12	SOME PIPES SHOWN ON EACH FLOOR PLAN MAY BE SHOWN WITH AN OFFSET FOR CLARITY.
13	PLUMBING FIXTURES AND TRIM OF LIKE KIND SHALL BE OF THE SAME MANUFACTURER THROUGHOUT THE PROJECT. TYPICAL CATEGORIES INCLUDE THE FOLLOWING: A.WATER CLOSETS, LAVATORIES, URINALS B.ELECTRIC WATER COOLERS, DRINKING FOUNTAINS C.FAUCETS, MIXING VALVES D.TAIL PIECE, FIXTURE TRAPS, ESCUTCHEONS, ARM EXTENSIONS, STRAINERS E.FIXTURE CARRIERS, FLOOR DRAINS, FLOOR SINKS, ROOF DRAINS, OVERFLOW DRAINS COUNTER TOP SINKS
14	PROVIDE WATER HAMMER ARRESTERS BETWEEN THE NEXT TO LAST AND LAST FIXTURE AT EACH BATTERY OF PLUMBING FIXTURES IN ACCORDANCE WITH THE WATER HAMMER ARRESTER SCHEDULE AND THE PLUMBING AND DRAINAGE INSTITUTE STANDARD PDI-WH-201.
15	ALL SANITARY WASTE PIPING WITHIN THE BUILDING ENVELOPE SHALL HAVE MINIMUM SLOPES AS REQUIRED BY THE LOCAL CODE AUTHORITY. CONTRACTOR SHALL VERIFY INVERT ELEVATIONS INDICATED ON FLOOR PLANS PRIOR TO INSTALLATION OF ANY SITE UTILITIES AND CONNECTION INTO EXISTING SERVICES.
16	COMPLY WITH THE PROVISIONS OF THE AMERICANS WITH DISABILITIES ACT (ADA) AND THE TEXAS ACCESSIBILITY'S STANDARD (TAS). PLUMBING CONTRACTOR SHALL PROVIDE PLUMBING FIXTURES WITH FLUSH VALVE HANDLES LOCATED ON THE WIDE SIDE OF EACH STALL.
17	SEAL ALL PIPE PENETRATIONS THROUGH FIRE RATED BUILDING ELEMENTS WITH AN APPROVED FIRE PROOFING MATERIAL.
18	ALL FLOOR DRAIN AND FLOOR SINK TRAPS SHALL BE PROVIDED WITH TRAP GUARDS.
19	CONTRACTOR SHALL PROVIDE AND INSTALL OF 1/2" THICK PIPING INSULATION ON ALL CONDENSATE PIPING WITHIN BUILDING ENVELOPE.

WATER HAMMER ARRESTER SCHEDULE

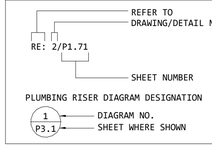
NOTES:
1.ALL WHA'S SHALL BE PISTON TYPE WITH EPDM O-RINGS, SIOUX CHIEF'S SERIES 650 OR EQUAL.
2.ALL WHA'S SHALL BE ANSI/ASSE 1010 2004 CERTIFIED AND APPROVED FOR INSTALLATION WITH NO ACCESS PANEL REQUIRED.
3.SIZE AND LOCATE WATER HAMMER ARRESTERS IN ACCORDANCE WITH PDI PAMPHLET PDI-WH-201.

P.D.I. SIZE	A	B	C	D	E	F
FIXTURE UNITS	1-11	12-32	33-60	61-113	114-154	155-330

BASIS OF PLUMBING DESIGN

	PRIMARY PLUMBING CODES
PLUMBING:	2015 INTERNATIONAL PLUMBING CODE (WITH CITY AMENDMENTS).
PROJECT DESIGN VALUES	
DRAINAGE FIXTURE UNITS	BASEBALL - 58 DFU/SOCCER - 58 DFU
DOMESTIC WATER FIXTURE UNITS	BASEBALL - 92 FU/SOCCER - 92 FU
PEAK DEMAND	BASEBALL - 41 FU/SOCCER - 41 FU
DOMESTIC HOT WATER SYSTEM TYPE	CIRCULATED DOMESTIC WATER SYSTEM
STORED TEMPERATURE/TEMPERED TEMPERATURE	140 DEG F/110 DEG F

DRAWING/DETAIL REFERENCE



PIPE SYSTEM TYPES

DCW	DOMESTIC COLD WATER	
DHW	DOMESTIC HOT WATER	
DHWR	DOMESTIC HOT WATER RETURN	
BD	BUILDING DRAIN	
V	SANITARY VENT	
GD	GREASE DRAIN	
GV	GREASE VENT	

TYPICAL HANDICAPPED PLUMBING FIXTURE MOUNTING REQUIREMENTS

PLUMBING FIXTURE	MOUNTING REQUIREMENT PRE-K	ES	MS	ADULT
DRINKING FOUNTAINS AND WATER COOLERS				
FRONTAL APPROACH				
SPOUT HEIGHT (TO OUTLET)	30" AFF	32" AFF	34" AFF	36" AFF
KNEE CLEARANCE		26" MIN.		27" MIN.
SIDE APPROACH				
SPOUT HEIGHT (TO OUTLET)		32" MAX.		36" MAX.
WATER CLOSETS				
TOP OF SEAT	11" TO 12"	12" TO 15"	15" TO 17"	17" TO 19"
GRAB BARS TO CENTER LINE	18" TO 20"	20" TO 25"	25"TO 27"	33" TO 36"
TOP OF FLUSH CONTROLS	20"-36" MAX.	18"-40" MAX.	16"-44" MAX.	15" -48"MAX.
URINALS				
BASIN OPENING	17" MAX.	17" MAX.	17" MAX.	17" MAX.
TOP OF FLUSH CONTROLS	20"-36" MAX.	18"-40" MAX.	16"-44" MAX.	15" -48"MAX.
LAVATORIES AND SINKS				
RIM OR COUNTER SURFACE		31"	31"	34"
KNEE CLEARANCE		26" MIN.		29" MIN.
MAX TO TOP OF CONTROL DEVICES	30"MAX.	32" MAX.	34" MAX.	36"-43" MAX.

* DATA BASED UPON THE TEXAS ACCESSIBILITY STANDARDS (TAS).
VERIFY HEIGHTS AND CLEARANCES OF FIXTURES PRIOR TO PURCHASE OR INSTALLATION

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STATE OF TEXAS
06/16/2022
BRIAN D. RICHARDS
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Harrington Park Bond Improvements

City of Duncanville, Texas

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Revisions:

Issue Date: 06/16/2022

PLUMBING LEGEND AND SYMBOLS

P001

Harrington Park Bond Improvements

PLUMBING FIXTURE SCHEDULE

MARK	DESCRIPTION	ROUGH IN (MINIMUM) W	V	CW	HW	MANUFACTURER AND MODEL NUMBER	ADA/TAS
WC1	WATERCLOSET, WALL MOUNT, FLUSHOMETER VALVE, TOP SPUD, ELONGATED, SIPHON ACTION JETTED BOWL, VITREOUS CHINA, WHITE, ASME A112.19.2M, 2" FULLY GLAZED TRAPWAY, 1.28 GPF.	4"	2"	-	-	AMERICAN STANDARD, 2257.101; KOLHER, K-4325; ZURN, Z5615-BWL; SLOAN, ST-2459.	
	FLUSHOMETER VALVE, 1.28 GPF, EXPOSED DIAPHRAGM-TYPE, CHROME PLATED, 1 1/2" TOP SPUD, SPUD COUPLING AND FLANGE, OSCILLATING NON-HOLD OPEN HANDLE, CHROME PLATED ANGLE STOP WITH STOP CAP, VACUUM BREAKER FLUSH CONNECTION, CAST WALL FLANGE WITH SET SCREW, ANSI/ASME 112.19.6	-	-	1 1/2"	-	SLOAN, 111-1.28; ZURN, Z6000AV-HET.	
	SEAT, EXTRA HEAVY WEIGHT, POSTURE MOLDED SOLID PLASTIC, ELONGATED, OPEN FRONT, LESS COVER, EXTERNAL CHECK HINGES, STAINLESS STEEL HINGE POSTS, WHITE	-	-	-	-	CHURCH 9500C; BEMIS, 1655C; OLSONITE, 95/SS	
	FIXTURE CARRIER, ADJ. HEIGHT, FOOT/ANCHOR LEG SUPPORT, HORIZONTAL/VERTICAL DISCHARGE	-	-	-	-	JOSAM SERIES 12000; WATTS, ISCA; OR EQUAL IN ZURN OR JR SMITH	
WC2	WATERCLOSET, WALL MOUNT, FLUSHOMETER VALVE, TOP SPUD, ELONGATED, SIPHON ACTION JETTED BOWL, VITREOUS CHINA, WHITE, ASME A112.19.2M, 2" FULLY GLAZED TRAPWAY, 1.28 GPF. MOUNT AT ADA/TAS HEIGHT.	4"	2"	-	-	AMERICAN STANDARD, 2257.101; KOLHER, K-4325; ZURN, Z5615-BWL; SLOAN, ST-2459.	X
	FLUSHOMETER VALVE, 1.28 GPF, EXPOSED DIAPHRAGM-TYPE, CHROME PLATED, 1 1/2" TOP SPUD, SPUD COUPLING AND FLANGE, OSCILLATING NON-HOLD OPEN HANDLE, CHROME PLATED ANGLE STOP WITH STOP CAP, VACUUM BREAKER FLUSH CONNECTION, CAST WALL FLANGE WITH SET SCREW, ANSI/ASME 112.19.6	-	-	1 1/2"	-	SLOAN, 111-1.28; ZURN, Z6000AV-HET.	
	SEAT, EXTRA HEAVY WEIGHT, POSTURE MOLDED SOLID PLASTIC, ELONGATED, OPEN FRONT, LESS COVER, EXTERNAL CHECK HINGES, STAINLESS STEEL HINGE POSTS, WHITE	-	-	-	-	CHURCH 9500C; BEMIS, 1655C; OLSONITE, 95/SS	
	FIXTURE CARRIER, ADJ. HEIGHT, FOOT/ANCHOR LEG SUPPORT, HORIZONTAL/VERTICAL DISCHARGE	-	-	-	-	JOSAM SERIES 12000; WATTS, ISCA; OR EQUAL IN ZURN OR JR SMITH	
U1	URINAL, 0.5 GPF, WALL MOUNT, VITREOUS CHINA, 14" EXTENDED FLUSHING RIM, SIPHON JET ACTION, 3/4" INLET SPUD, INLET AND OUTLET SPUDS AND HANGERS, ASME/ANSI A112.19.2	2"	2"	-	-	AMERICAN STANDARD, 6550.001; KOHLER, K-5016-ET; ZURN, Z5730.	
	FLUSHOMETER VALVE, 0.5 GPF, EXPOSED DIAPHRAGM-TYPE, CHROME PLATED, 3/4" TOP SPUD, SPUD COUPLING AND FLANGE, NON-HOLD OPEN HANDLE, CHROME PLATED ANGLE STOP WITH STOP CAP, VACUUM BREAKER FLUSH CONNECTION, CAST WALL FLANGE WITH SET SCREW, ANSI/ASME 112.19.6	-	-	3/4"	-	SLOAN, 186-0.5; ZURN, Z6003AV-EWS.	
	FIXTURE CARRIER, HANGER AND BEARING PLATES, ADJ. SUPPORTING RODS, UPRIGHTS, WELDED FEET	-	-	-	-	JOSAM, SERIES 17560-UR; WATTS, CA-321; ZURN, Z1222; OR JR SMITH, 0632	
U2	URINAL, 0.5 GPF, WALL MOUNT, VITREOUS CHINA, 14" EXTENDED FLUSHING RIM, SIPHON JET ACTION, 3/4" INLET SPUD, INLET AND OUTLET SPUDS AND HANGERS, ASME/ANSI A112.19.2 MOUNT AT ADA/TAS HEIGHT.	2"	2"	-	-	AMERICAN STANDARD, 6550.001; KOHLER, K-5016-ET; ZURN, Z5730.	X
	FLUSHOMETER VALVE, 0.5 GPF, EXPOSED DIAPHRAGM-TYPE, CHROME PLATED, 3/4" TOP SPUD, SPUD COUPLING AND FLANGE, NON-HOLD OPEN HANDLE, CHROME PLATED ANGLE STOP WITH STOP CAP, VACUUM BREAKER FLUSH CONNECTION, CAST WALL FLANGE WITH SET SCREW, ANSI/ASME 112.19.6	-	-	3/4"	-	SLOAN, 186-0.5; ZURN, Z6003AV-EWS.	
	FIXTURE CARRIER, HANGER AND BEARING PLATES, ADJ. SUPPORTING RODS, UPRIGHTS, WELDED FEET	-	-	-	-	JOSAM, SERIES 17560-UR; WATTS, CA-321; ZURN, Z1222; OR JR SMITH, 0632	
L1	LAVATORY, 20"X18" VITREOUS CHINA WALL MOUNT, 4" CENTER FAUCET HOLES, FRONT OVERFLOW, CONCEALED ARM CARRIER SYSTEM, DECK MOUNTED FAUCET, INTEGRAL 4" BACKSPLASH, ANSI A112.19.2. MOUNT AT ADA/TAS HEIGHT.	2"	1 1/2"	-	-	AMERICAN STANDARD, 0355.012; KOHLER, K-2005; ZURN, Z5364; SLOAN, SS-3003.	X
	FAUCET, CHROME, CENTERSET,DECK MOUNT, BATTERY OPERATED INFRARED SENSOR, VANDAL RESISTANT, ADA, ASME A112.18.1, 0.5 GPM MAX	-	-	1/2"	1/2"	SLOAN EBF-650-BAT-TEE-CP-0.5GPM-MLM-IR-BT-FCT; OR APPROVED EQUAL	
	POINT OF USE MIXING VALVE, BRONZE BODY, LOCKED TEMPERATURE ADJUSTMENT CAP, VANDAL RESISTANT.	-	1/2"	-	-	LEONARD 270	
	SUPPLY AND STOP, LOOSE KEY, CHROME PLATED BRASS VALVES AND STAINLESS STEEL BRAIDED RISERS	-	-	-	-	MCGUIRE LFBV2165CCSS	
	P-TRAP, CHROME PLATED CAST BRASS BODY WITH CLEANOUT, SEAMLESS WALL BEND, 17 GA.	-	-	-	-	MCGUIRE 8904CBCO	
	OFFSET TAILPIECE AND STRAINER, CHROME PLATED CAST BRASS	-	-	-	-	MCGUIRE 155AECO	
	FIXTURE CARRIER, CONCEALED ARMS, LEVELING AND SECURING SCREWS, UPRIGHTS, WELDED FEET	-	-	-	-	JOSAM, SERIES 17100; WATTS, CA-411; ZURN, Z1231; OR JR SMITH, 0700	
S1	3-COMPARTMENT SINK, TWO 14" DRAINBOARDS, THREE 14"X14" BOWLS, 16-GAUGE TYPE 304 STAINLESS STEEL, 14-INCH DEPTH, ONE-PIECE DIE FORMED, INTEGRAL 9-3/4" HIGH REAR BACKSPLASH, 2"-180° ROLLED EDGES AT FRONT AND ENDS, WELDED CORNERS/EXPOSED CORNERS GROUND AND POLISHED TO BLEND WITH ADJACENT SURFACES, STAINLESS STEEL LEGS WITH ADJUSTABLE BULLET FEET.	1-1/2"	-	-	-	REGENCY, 600S3141414XC	X
	FAUCETS (TWO TOTAL), TWO HANDLE, SPLASH MOUNT, 8" SWING SPOUT, CHROME PLATED BRASS	-	-	1/2"	1/2"	CHICAGO FAUCETS, 540-ABCP	
	TWIST HANDLE LEVER DRAINS, CHROME PLATED BRASS	-	-	-	-	UNIVERSAL STAINLESS, US-LD-2.0	
	SUPPLY AND STOP, LOOSE KEY, CHROME PLATED BRASS VALVES AND STAINLESS STEEL BRAIDED RISERS	-	-	-	-	MCGUIRE LFBV2165CCSS	
	MANIFOLD FOR INDIRECT DRAIN, CHROME PLATED CAST BRASS, OUTLET TEE TAILPIECE	-	-	-	-	MCGUIRE; OR EQUAL IN T&S BRASS OR BRASSCRAFT	
	GARBAGE DISPOSER, 3/4 HP, STAINLESS STL SWIVEL IMPELLERS, CAST NICKEL CHROME GRINDING ELEMENTS.	-	-	-	-	INSINKERATOR BADGER 5XP	
HS1	HAND SINK, 20 GA. STAINLESS STEEL, 10" x 14"x 5" BOWL, 8" INTEGRAL BACK SPLASH, WALL MOUNT	1-1/2"	-	-	-	ADVANCE TABCO, MODEL 7-PS-60	X
	FAUCET, 4" WRISTBLADE HANDLES, GOOSE NECK SPOUT, CHROME PLATED BRASS, BACKSPLASH MOUNTED	-	-	1/2"	1/2"		
	SUPPLY AND STOP, LOOSE KEY, CHROME PLATED BRASS VALVES AND STAINLESS STEEL BRAIDED RISERS	-	-	-	-	MCGUIRE LFBV2165CCSS	
	MANIFOLD FOR INDIRECT DRAIN, CHROME PLATED CAST BRASS, OUTLET TEE TAILPIECE	-	-	-	-	MCGUIRE; OR EQUAL IN T&S BRASS OR BRASSCRAFT	
DF1	BI-LEVEL DRINKING FOUNTAIN, EXTERIOR WALL MOUNTED, STAINLESS STEEL, NON-FILTERED, NON-REFRIGERATED, FREEZE RESISTANT, HEAVY DUTY, VANDAL RESISTANT, MECHANICALLY ACTIVATED FRONT BUBBLER. ASME A112.19.3/CSA B45.4, NSF/ANSI 61 & 372	2"	1 1/2"	-	-	HALSEY TAYLOR, HRF-ESBP; OR EQUAL IN MURDOCK OR ELKAY	X
	SERVICE STOP WITH DIELECTRIC COUPLING	-	-	1/2"	-	REFER TO MANUFACTURER FOR REQUIREMENTS	
	P-TRAP, PVC, WHITE					DEARBORN BRASS, A9701BG; KEYSAN MOEM9100; OR EQUAL	
	FIXTURE CARRIER, STEEL TOP AND BOTTOM PLATES W/ ADJ. HOLES, CHROME PLATED CAP NUTS/WASHERS					JAY R. SMITH 0831, WATTS, CA-431-1; OR EQUAL IN ZURN	
MSB1	MOP SINK BASIN, ONE PIECE-PRECAST TERRAZZO 24"x24"x12" (1 1/4" WALL THICKNESS WITH MINIMUM 9.75" INSIDE DEPTH) 6" DROP FRONT, STAINLESS STEEL EDGE CAPS ON ALL SIDES, STAINLESS STEEL WALL GUARDS, CAST BRASS DRAIN WITH STAINLESS STEEL STRAINER	3"	2"	-	-	FIAT MODEL TSB-3000; STERN WILLIAMS HL-1810; FLORESTONE MODEL 92	
	FAUCET, EXPOSED YOKE, WALL MOUNTED UTILITY FAUCET, VACUUM BREAKER, 6"THREADED SPOUT	-	-	3/4"	3/4"	MOEN, 8124;CHICAGO,540-LD897SWXFCP; DELTA, 28T2383; T&S BRASS, B-0665	
FD1	FLOOR DRAIN, CAST IRON BODY, ANCHOR FLANGE, WEEPHOLES FOR DOUBLE DRAINAGE, 6" SQUARE STAINLESS STEEL FLAT STRAINER. ADJUSTABLE DRAIN HEAD W/ MACHINED INTEGRAL BODY THREADS, ASME A112.21.1	2"	1-1/2"	-	-	JOSAM SERIES 30000-S-SS; MIFAB F1000-C-S6-3; ZURN Z-415-S6	
	PROVIDE TRAP SEAL SYSTEM COMPRISED OF AN DRAIN INSERT CONSTRUCTED OF SMOOTH, SOFT, FLEXIBLE, ELASTOMERIC PVC MATERIAL MOLDED INTO SHAPE OF DUCK'S BILL, OPEN ON TOP WITH CURL CLOSURE AT BOTTOM.	-	-	-	-	PROSET SYSTEMS, INC., TRAP GUARD	
FS1	FLOOR SINK, 12"x12"x8", CI BODY, DBL DRAINAGE FLANGE, STAINLESS STEEL DOME STRAINER, 1/2 GRATE, NON-PUNCTURING FLASHING COLLAR, PORCELAIN ENAMEL OR EPOXY COATED INTERIOR	4"	2"	-	-	JOSAM SERIES 49040-3; MIFAB FS1730-150; ZURN Z-1901	
	PROVIDE TRAP SEAL SYSTEM COMPRISED OF AN DRAIN INSERT CONSTRUCTED OF SMOOTH, SOFT, FLEXIBLE, ELASTOMERIC PVC MATERIAL MOLDED INTO SHAPE OF DUCK'S BILL, OPEN ON TOP WITH CURL CLOSURE AT BOTTOM.	-	-	-	-	PROSET SYSTEMS, INC., TRAP GUARD	
WCO	WALL CLEANOUT, CI BODY, RECESSED, THREADED BRASS PLUG, STAINLESS STEEL ACCESS COVER WITH SECURED CENTER VANDAL-PROOF SCREW, COATED IRON CLEANOUT TEE WITH RECESSED BRONZE PLUG					JOSAM SERIES 58890; OR EQUAL IN WADE OR ZURN	
FCO	FLOOR CLEANOUT SERVICE AREAS, COATED CAST IRON BODY, ABS CLEANUOT PLUG AND ADJUSTABLE HOUSING WITH SCORIATED SECURED ROUND SATIN NICHKEL-BRONZE TOP, GASKET SEAL, ASME 112.36.2					JOSAM SERIES 58360; OR EQUAL IN WADE OR ZURN	
GCO	GRADE CLEANOUT, HEAVY DUTY COATED CAST IRON ACCESS BODY WITH ANCHOR FLANGES, HEAVY DUTY DUCTILE IRON ACCESS COVER WITH VANDAL RESISTANT STAINLESS STEEL SCREWS					JOSAM SERIES 56680-5-26-VP; OR EQUAL IN WADE OR ZURN	
DCO	2-WAY GRADE CLEANOUT, TWO-RISER CLEANOUT BODY WITH HEAVY DUTY COATED CAST IRON ACCESS BODY WITH ANCHOR FLANGES, HEAVY DUTY DUCTILE IRON ACCESS COVER WITH VANDAL RESISTANT STAINLESS STEEL SCREWS	-	-	3/4"	-	JOSAM SERIES 56680-5-26-VP; OR EQUAL IN WADE OR ZURN	
TD1	TRENCH DRAIN, 6" WIDE WITH 4 1/2" THROAT, POLYPOPYLENE MODULAR CHANNEL SECTIONS, INTERLOCKING ENDS, RADIUS BOTTOM, 0.75% BUILT-IN SLOPE, BOTTOM OUTLET, ACID RESISTANT COATED FRAME, HEAL PROOF DUCTILE IRON GRATE, VANDAL PROOF SECURED GRATE.	4"	-	-	-	WATTS, DEAD LEVEL D-DI-ADA; OR EQUAL.	
HB1	HOSE BIBB, BRASS WITH CHROME FINISH, VACUUM BREAKER, 3/4" MALE N.H.T. OUTLET, WALL FLANGE	-	-	3/4"	-	MIFAB MHY-90; ZURN Z1341; WOODFORD #24	

NOTES:
1. CONTRACTOR SHALL FURNISH AND INSTALL SUPPLIES, STOPS, TRAPS, TAILPIECES AND ALL APPURTENANCES NECESSARY FOR A COMPLETE INSTALLATION OF ALL FIXTURES.
2. ALL ADA ACCESSIBLE SINKS AND LAVATORIES SHALL BE EQUIPPED WITH TRUEBRO #103 UNDERSINK PROTECTIVE PIPE COVERS WHERE NOT CONCEALED BY MILLWORK.
3. CONTRACTOR SHALL VERIFY FIXTURE SUPPLIES AND APPURTENANCES FOR EACH FIXTURE PRIOR TO BIDDING AND PURCHASING.
4. CONTRACTOR SHALL VERIFY PLUMBING FIXTURES PROVIDED COMPLY WITH HANDICAPPED ACCESSIBILITY STANDARDS INCLUDING HEIGHT AND CLEARANCE REQUIREMENTS.
5. ALL WATER CLOSET AND URINAL FLUSH VALVES SHALL INCLUDE CHROME PLATED CAST WALL FLANGE WITH SETSCREW AND COVER TUBE.

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Revisions:

Issue Date: 06/16/2022

PLUMBING FIXTURE SCHEDULE

P002

Harrington Park Bond Improvements

DOMESTIC NATURAL GAS WATER HEATER SCHEDULE

MARK	SERVICE	TYPE	STORAGE CAPACITY (GAL)	RECOVERY RATE (80° RISE)(GPH)	LEAVING WATER TEMPERATURE (°F)	ELECTRIC CHARACTERISTICS					MANUFACTURER AND MODEL NUMBER	REMARKS
						# ELEMENTS	TOTAL KW	V	PH	HZ		
WH-B1	DOMESTIC HOT WATER	ELECTRIC	50	41	140	2	6	480	3	60	LOCHINVAR ETX050PD	1,2
WH-S1	DOMESTIC HOT WATER	ELECTRIC	50	41	140	2	6	480	3	60	LOCHINVAR ETX050PD	1,2

1. TWO ELECTRIC HEATING ELEMENTS SET FOR NON-SIMULTANEOUS OPERATION
2. ADJUST STORAGE WATER TEMPERATURE IN ACCORDANCE WITH LOCAL ENERGY CODE REQUIREMENTS.

PUMP SCHEDULE

MARK	SERVICE	TYPE	FLOWRATE (GPM)	TOTAL DYNAMIC PRESSURE (FT)	SPEED (RPM)	EFFIC. (%)	ELECTRIC CHARACTERISTICS				MANUFACTURER AND MODEL NUMBER	REMARKS
							HP	V	PH	HZ		
CP-B1	DOMESTIC HOT WATER CIRCULATION	INLINE, CENTRIFUGAL	2	10	1750	65	1/25	115	1	60	GRUNDFOS, MODEL UP15-18-B15	1,2,3
CP-S1	DOMESTIC HOT WATER CIRCULATION	INLINE, CENTRIFUGAL	2	10	1750	65	1/25	115	1	60	GRUNDFOS, MODEL UP15-18-B15	1,2,3

REMARKS:

1. PROVIDE A SWITCH TO MANUALLY OPERATION THE CIRCULATION PUMP.
2. PUMPS SHALL BE A RATED FOR CONTINUOUS OPERATION AT WATER TEMPERATURES OF WATER SYSTEM.
3. OR EQUAL

THERMOSTATIC MIXING VALVE SCHEDULE

MARK	SERVICE	TYPE	FLOWRATE CAPACITY		PRESSURE DROP (PSIG)	INLET HOT WATER TEMP (F)	INLET COLD WATER TEMP (F)	LEAVING WATER TEMP (F)	MANUFACTURER AND MODEL NUMBER	REMARKS
			HIGH (GPM)	LOW (GPM)						
TSMV-B1,S1	TEMPERED HOT WATER	CENTRAL CIRCULATION	27	1	15	140	65	120	ARMSTRONG, RADA 425R	-

GREASE INTERCEPTOR SCHEDULE

GT-B1,GT-S1:

GREASE INTERCEPTOR WITH 500 GALLON LIQUID HOLDING CAPACITY, 1,200 LBS. GREASY SLUDGE CAPACITY. INTERCEPTOR SHALL BE CONSTRUCTED OF CLASS 1 CONCRETE WITH A MINIMUM DESIGN STRENGTH OF 4,500 PSI AT 28 DAYS. UNIT SHALL BE OF MONOLITHIC CONSTRUCTION INCLUDING BAFFLE. INTERCEPTOR SHALL BE CLASSIFIED WITH GRADE 60 REINFORCEMENT WITH STEEL REBAR CONFORMING TO ASTM A615. MANHOLE FRAMES AND COVERS SHALL BE GRAY CAST IRON CONFORMING TO ASTM A48-76, CLASS 30. MANHOLE COVERS SHALL BE NOMINAL 24 INCH DIAMETER AND BE HEAVY TRAFFIC DUTY (H-20 LOADING). PROVIDE CONCRETE EXTENSIONS AS REQUIRED TO EXTEND MANHOLE COVERS TO FINISHED GRADE. GREASE INTERCEPTOR SHALL BE PARKS EQUIPMENT, GT-500 OR EQUAL. PROVIDE WITH REMOTE MOUNTED HIGH LEVEL ALARM.

SWB-B1,SWB-S1:

PROVIDE SAMPLE WELL BASIN (TEST WELL) DOWNSTREAM OF GREASE INTERCEPTOR. SAMPLE WELL SHALL BE CONSTRUCTED SAME AS GREASE INTERCEPTOR WITH MANHOLE COVER LABELED "SAMPLE WELL". SAMPLE WELL BASIN SHALL BE PARKS EQUIPMENT, SWB-154 OR EQUAL.

REDUCED PRESSURE BACKFLOW ASSEMBLY SCHEDULE

MARK	SERVICE	SIZE	PRESSURE DROP (PSIG)	MANUFACTURER AND MODEL NUMBER	REMARKS
RPZ-B1	BASEBALL CONCESSION	2"	0-15	FEBCO LF860	2
RPZ-S1	SOCCER CONCESSION	2"	0-15	FEBCO LF860	2
RPZ-B2	BASEBALL ICE MACHINE	3/4"	0-15	FEBCO LF860	1,2
RPZ-S2	SOCCER ICE MACHINE	3/4"	0-15	FEBCO LF860	1,2

REMARKS:

1. MOUNT AND SUPPORT FROM WALL.
2. PROVIDE FUNNEL (JOSAM E3) AND PIPE, SIZED PER THE MANUFACTURER'S RECOMMENDATIONS, ROUTE TO FLOOR SINK PROVIDING AN AIR GAP 2 TIMES THE SIZE OF PIPE.

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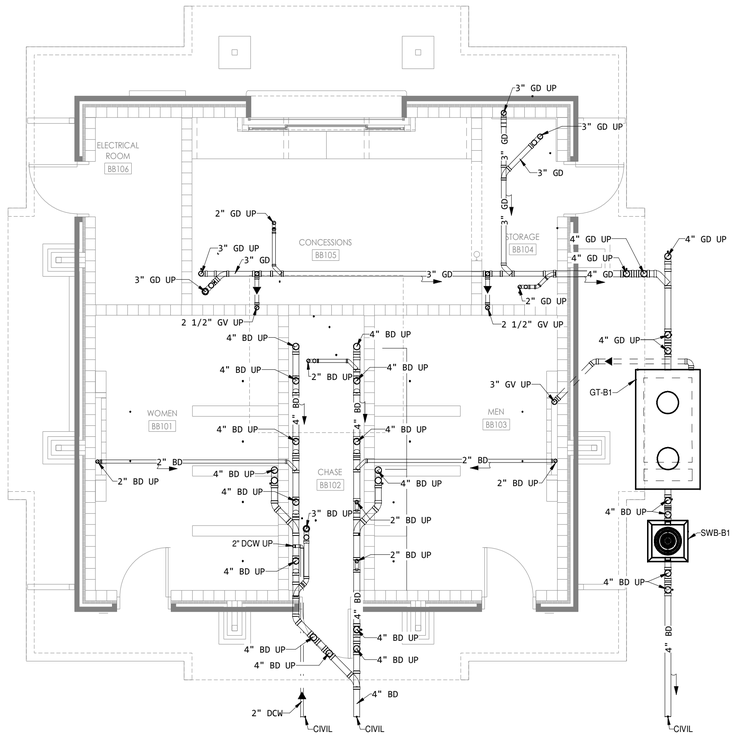
PLUMBING EQUIPMENT SCHEDULES

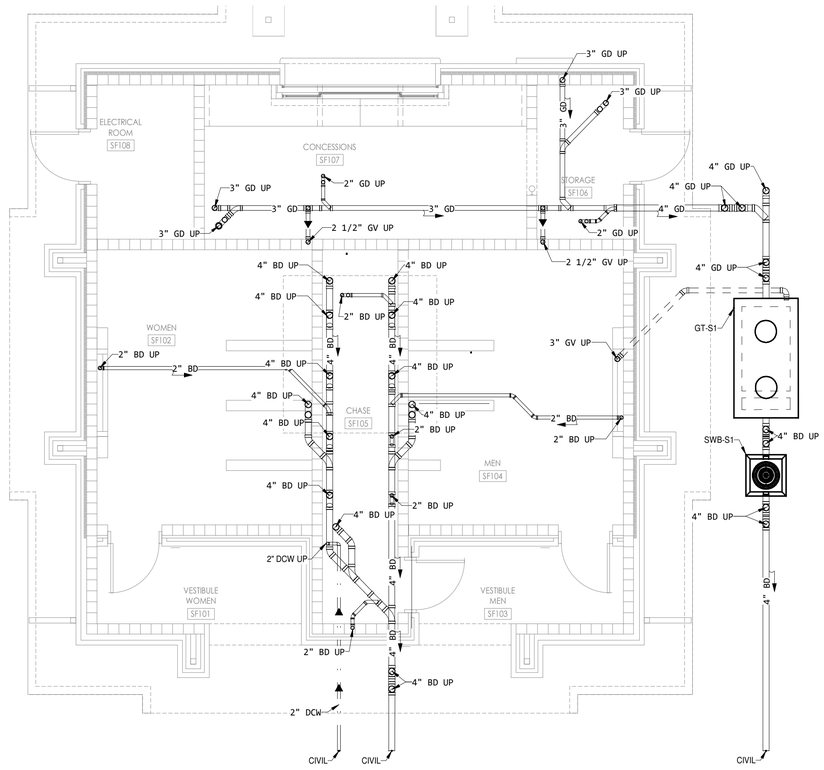
P003

Harrington Park Bond Improvements

KEYNOTE_	
Key Value	Keynote Text
2" DCW UP	ROUTE 2" DCW UP TO ABOVE FLOOR. SEE FLOOR PLANS FOR CONTINUATION.
CIVIL	REFER TO CIVIL FOR CONTINUATION.
GT-B1	TYPICAL GREASE INTERCEPTOR. REFER TO GREASE INTERCEPTOR SCHEDULE ON P003.
GT-S1	TYPICAL GREASE INTERCEPTOR. REFER TO GREASE INTERCEPTOR SCHEDULE ON P003.
SWB-B1	TYPICAL SAMPLE WELL BASIN. REFER TO GREASE INTERCEPTOR SCHEDULE ON P003.
SWB-S1	TYPICAL SAMPLE WELL BASIN. REFER TO GREASE INTERCEPTOR SCHEDULE ON P003.



1 PLUMBING UNDER GRADE PLAN - BASEBALL
1/4" = 1'-0"



2 PLUMBING UNDER GRADE PLAN - SOCCER
1/4" = 1'-0"

4' 0' 4' 8'
1/4" = 1'-0"

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Revisions:

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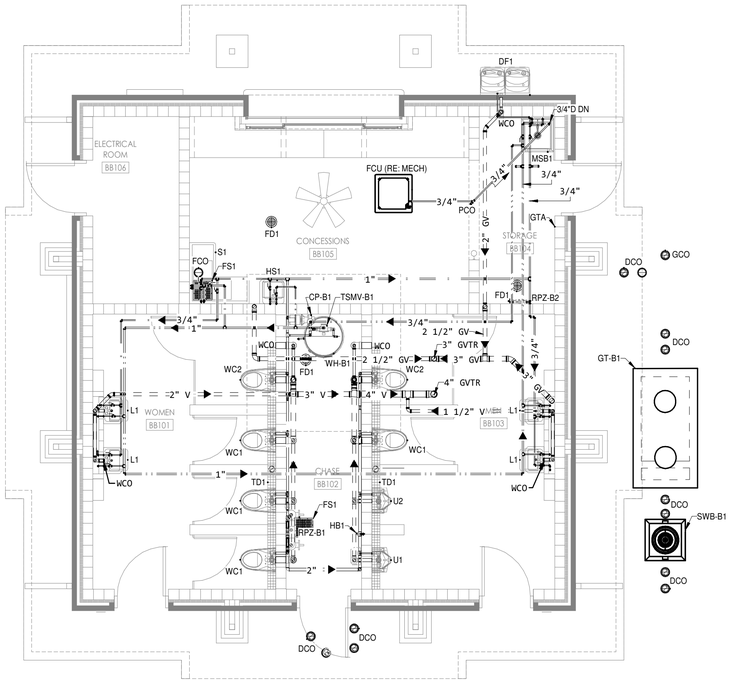
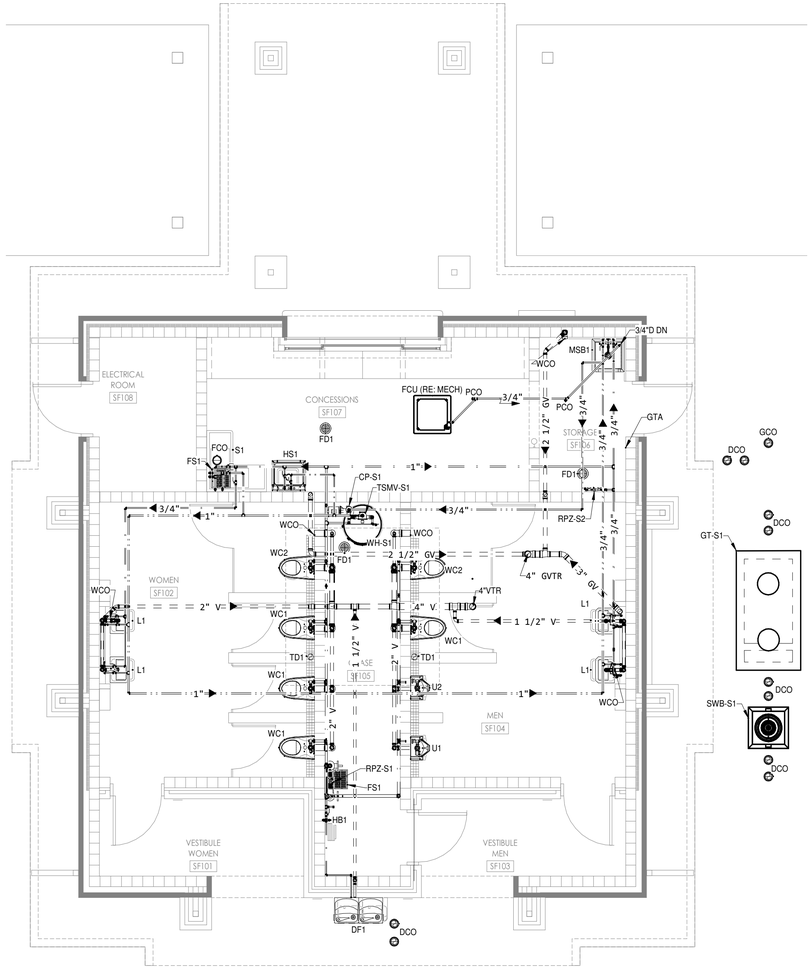
PLUMBING UNDER GRADE PLAN

P200

Harrington Park Bond Improvements



1 PLUMBING PLAN - BASEBALL
1/4" = 1'-0"



2 PLUMBING PLAN - SOCCER
1/4" = 1'-0"

KEYNOTE_

Key Value	Keynote Text
3/4"D DN	ROUTE 3/4-INCH CONDENSATE DOWN AND DISCHARGE VIA AIR GAP INTO MOP SINK.
4"VTR	4" VENT THRU ROOF. COORDINATE EXACT ROOF PENETRATION LOCATION WITH ARCHITECT.
CP-B1	TYPICAL INLINE CIRCULATION PUMP. REFER TO PUMP SCHEDULE ON P003 AND DETAIL 1/P401.
CP-S1	TYPICAL INLINE CIRCULATION PUMP. REFER TO PUMP SCHEDULE ON P003 AND DETAIL 1/P401.
DCO	TYPICAL DOUBLE CLEANOUT. REFER TO PLUMBING FIXTURE SCHEDULE ON P002. INSTALL FLUSH WITH ADJACENT EXTERIOR GRADE.
DF1	TYPICAL EXTERIOR DRINKING FOUNTAIN. REFER TO PLUMBING FIXTURE SCHEDULE ON P002. COORDINATE WITH MASON TO PROVIDE POCKET IN CMU WALL TO RECESS BACK BOX OF DRINKING FOUNTAIN. PROVIDE STAINLESS STEEL ACCESS PANEL TO FLUSH DRINKING FOUNTAIN OUT WTH FACE OF SURROUNDING CMU.
FCO	TYPICAL FLOOR CLEANOUT. REFER TO PLUMBING FIXTURE SCHEDULE ON P002. INSTALL FLUSH WITH EXTERIOR GRADE.
FCU (RE: MECH)	TYPICAL FCU. CONNECT 3/4-INCH CONDENSATE DRAIN. REFER TO DETAIL 9/P401.
FD1	TYPICAL FLOOR DRAIN. REFER TO PLUMBING FIXTURE SCHEDULE ON P002. INSTALL FLUSH WITH ADJACENT FLOOR.
FS1	TYPICAL 12"X12"X8" FLOOR SINK. REFER TO PLUMBING FIXTURE SCHEDULE ON P002. INSTALL FLUSH WITH ADJACENT FLOOR.
GCO	TYPICAL GRADE CLEANOUT. REFER TO PLUMBING FIXTURE SCHEDULE ON P002. INSTALL FLUSH WITH ADJACENT GRADE MATERIAL.
GT-B1	TYPICAL GREASE INTERCEPTOR. REFER TO GREASE INTERCEPTOR SCHEDULE ON P003.
GT-S1	TYPICAL GREASE INTERCEPTOR. REFER TO GREASE INTERCEPTOR SCHEDULE ON P003.
GTA	REMOTE LOCATION FOR GREASE INTERCEPTOR ALARM. COORDINATE FINAL INSTALLATION LOCATION WITH ARCHITECT.
HB1	TYPICAL HOSE BIBB. REFER TO PLUMBING FIXTURE SCHEDULE ON P002. COORDINATE WITH ARCHITECT FOR EXACT INSTALLATION LOCATION.
HS1	TYPICAL HAND SINK. REFER TO PLUMBING FIXTURE SCHEDULE ON P002.
L1	TYPICAL WALL HUNG LAVATORY. REFER TO PLUMBING FIXTURE SCHEDULE ON P002.
MSB1	TYPICAL 24"X24" MOP SINK BASIN. REFER TO PLUMBING FIXTURE SCHEDULE ON P002.
PCO	TYPICAL PLUG CLEANOUT. REFER TO PLUMBING FIXTURE SCHEDULE ON P002.
RPZ-B1	TYPICAL 2-INCH REDUCED PRESSURE BACKFLOW ASSEMBLY. REFER TO REDUCED PRESSURE BACKFLOW ASSEMBLY SCHEDULE ON P003 AND DETAIL 2/P401.
RPZ-B2	TYPICAL 3/4-INCH REDUCED PRESSURE BACKFLOW ASSEMBLY. REFER TO REDUCED PRESSURE BACKFLOW ASSEMBLY SCHEDULE ON P003 AND DETAIL 2/P401.
RPZ-S1	TYPICAL 2-INCH REDUCED PRESSURE BACKFLOW ASSEMBLY. REFER TO REDUCED PRESSURE BACKFLOW ASSEMBLY SCHEDULE ON P003 AND DETAIL 2/P401.
RPZ-S2	TYPICAL 3/4-INCH REDUCED PRESSURE BACKFLOW ASSEMBLY. REFER TO REDUCED PRESSURE BACKFLOW ASSEMBLY SCHEDULE ON P003 AND DETAIL 2/P401.
S1	TYPICAL 3-COMPARTMENT SINK. REFER TO PLUMBING FIXTURE SCHEDULE ON P002.
SWB-B1	TYPICAL SAMPLE WELL BASIN. REFER TO GREASE INTERCEPTOR SCHEDULE ON P003.
SWB-S1	TYPICAL SAMPLE WELL BASIN. REFER TO GREASE INTERCEPTOR SCHEDULE ON P003.
TD1	TYPICAL PRE-SLOPED TRENCH DRAIN SYSTEM. REFER TO PLUMBING FIXTURE SCHEDULE ON P002. COORDINATE WITH STRUCTURAL FOR SLAB LEAVE-OUT IN FLOOR. PROVIDE WITH CENTER DRAIN OUTLET.
TSMV-B1	TYPICAL THERMOSTATIC MIXING VALVE. REFER TO THERMOSTATIC MIXING VALVE SCHEDULE ON P003 AND DETAIL 1/P401.
TSMV-S1	TYPICAL THERMOSTATIC MIXING VALVE. REFER TO THERMOSTATIC MIXING VALVE SCHEDULE ON P003 AND DETAIL 1/P401.
U1	TYPICAL WALL HUNG URINAL. REFER TO PLUMBING FIXTURE SCHEDULE ON P002.
U2	TYPICAL ADA/TAS WALL HUNG URINAL. REFER TO PLUMBING FIXTURE SCHEDULE ON P002.
WC1	TYPICAL WALL HUNG WATER CLOSET. REFER TO PLUMBING FIXTURE SCHEDULE ON P002.
WC2	TYPICAL ADA/TAS WALL HUNG WATER CLOSET. REFER TO PLUMBING FIXTURE SCHEDULE ON P002.
WCO	TYPICAL WALL CLEANOUT. REFER TO PLUMBING FIXTURE SCHEDULE ON P002. INSTALL AT 18-INCHES ABOVE FINISHED FLOOR.
WH-B1	TYPICAL ELECTRIC WATER HEATER. REFER TO DOMESTIC ELECTRIC WATER HEATER SCHEDULE ON P003 AND DETAIL 1/P401.
WH-S1	TYPICAL ELECTRIC WATER HEATER. REFER TO DOMESTIC ELECTRIC WATER HEATER SCHEDULE ON P003 AND DETAIL 1/P401.

4' 0' 4' 8'
1/4" = 1'-0"

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Texas Registration # F-10963

MAGEE ARCHITECTS , L . P.
DESIGNERS ◦ PLANNERS ◦ INTERIORS

DUNKIN SIMS STOFFELS INC.
LANDSCAPE ARCHITECTS/PLANNERS
622 West State Street
Garland, Texas 75040
Phone: (214) 553-5778
Fax (214) 553-5781

STATE OF TEXAS
06/16/2022
BRIAN D. RICHARDS
74703
LICENSED
PROFESSIONAL ENGINEER

Harrington Park Bond Improvements

City of Duncanville, Texas

Duncanville
City of Champions

Texas 811
Know what's below. Call before you dig.

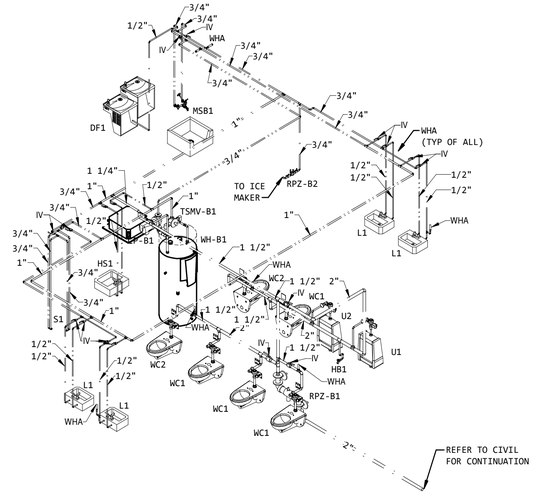
Revisions:

Issue Date: 06/16/2022

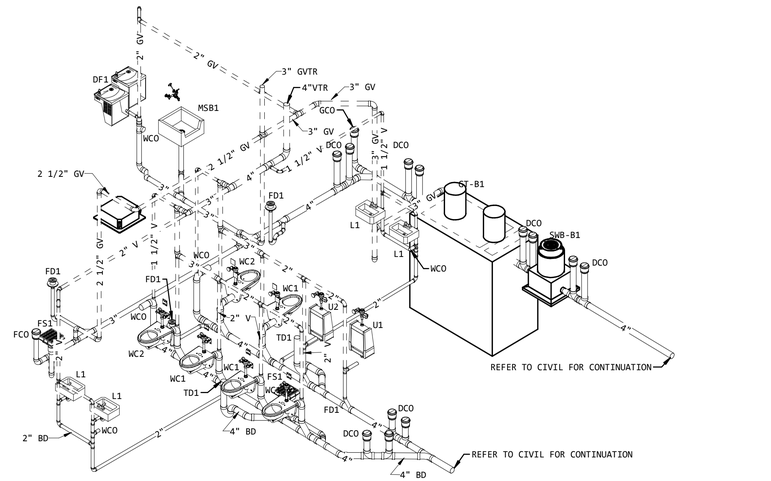
PLUMBING PLAN

P201

Harrington Park Bond Improvements



1 BASEBALL - DOMESTIC WATER RISER DIAGRAM



2 BASEBALL - SANITARY WASTE AND VENT RISER DIAGRAM

3 SOCCER - DOMESTIC WATER RISER DIAGRAM

4 SOCCER - SANITARY WASTE AND VENT RISER DIAGRAM

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City of Duncanville, Texas

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City of Champions

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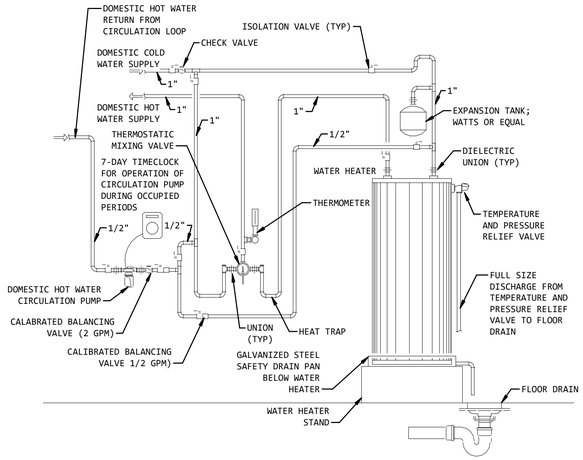
Revisions:

Issue Date: 06/16/2022

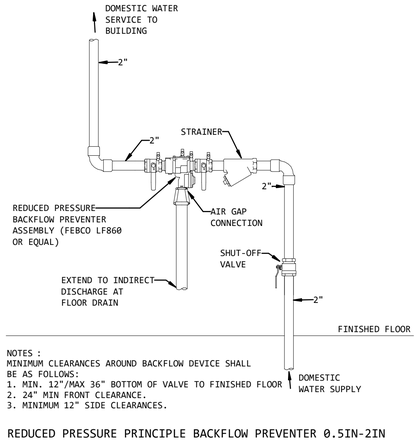
PLUMBING RISER DIAGRAMS

P301

Harrington Park Bond Improvements

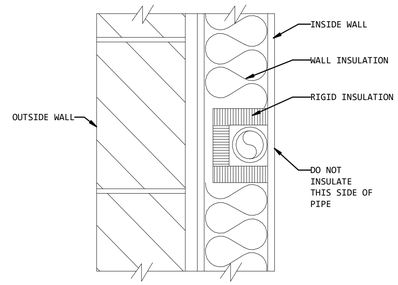


1 DOMESTIC ELECTRIC WATER HEATER DETAIL
N.T.S.

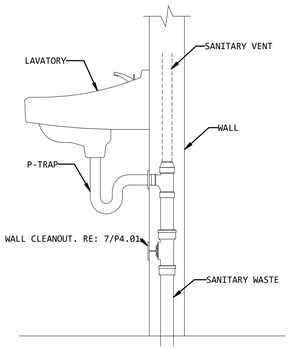


NOTES :
MINIMUM CLEARANCES AROUND BACKFLOW DEVICE SHALL BE AS FOLLOWS:
1. MIN. 12"/MAX 36" BOTTOM OF VALVE TO FINISHED FLOOR
2. 24" MIN FRONT CLEARANCE.
3. MINIMUM 12" SIDE CLEARANCES.

2 REDUCED PRESSURE PRINCIPLE BACKFLOW PREVENTER 0.5IN-2IN HORIZONTAL
N.T.S.

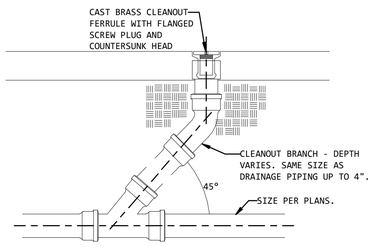


3 DOMESTIC WATER PIPE IN EXTERIOR WALL
N.T.S.

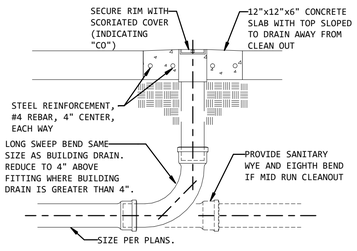


NOTES:
FIXTURE CARRIER AND SERVICE STOPS ARE NOT SHOWN FOR CLARITY.
REFER TO PLUMBING FIXTURE SCHEDULE FOR ADDITIONAL INFORMATION.

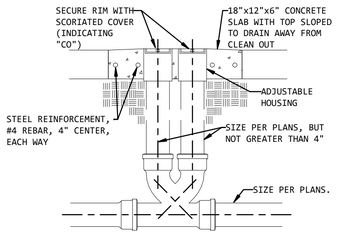
4 TYPICAL LAVATORY WITH WALL CLEANOUT
N.T.S.



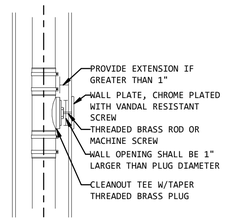
5 FLOOR CLEANOUT
N.T.S.

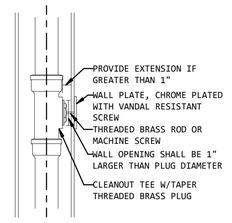


6 GRADE CLEANOUT
N.T.S.

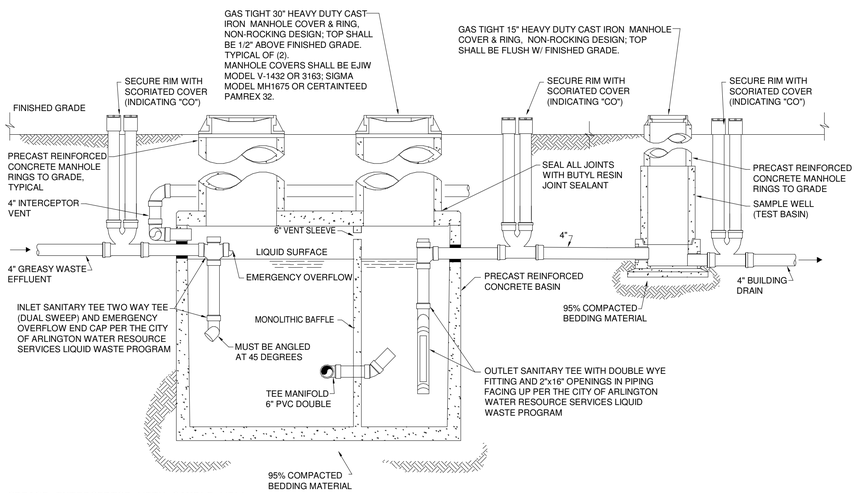


7 TWO-WAY GRADE CLEANOUT
N.T.S.





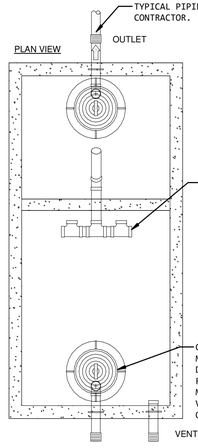
8 WALL CLEANOUT
N.T.S.



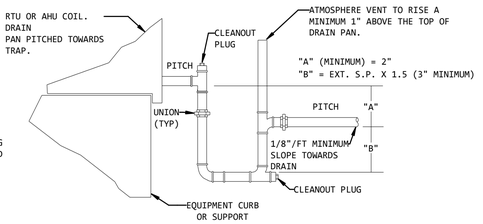
9 GREASE INTERCEPTOR WITH SAMPLE WELL
N.T.S.

INTERCEPTOR NOTES

1. SEAL ALL PIPE PENETRATIONS WATERTIGHT
2. COAT INTERIOR OF BASIN WITH (2) COATS OF POLYURETHANE
3. REFER TO PLANS FOR PIPE SIZES, INVERT ELEVATIONS AND ROUTING
4. SECONDARY COMPARTMENT HAS VOLUME EQUAL TO 1/3 OF TOTAL CAPACITY
5. ALL PIPE AND FITTINGS SHALL BE CAST IRON
6. WALLS AND BOTTOM SHALL BE REINFORCED THROUGHOUT WITH 2x6, 6/10 MESH
7. COVER SHALL BE REINFORCED LONGITUDINALLY WITH NO.6 REBAR ON 6" CENTERS, NO.4 REBAR ON 6" CENTERS WIDTH WAYS, AND NO.8 REBAR DIAGONALLY AROUND ACCESS HOLES
8. GREASE INTERCEPTOR SHALL MEET THE APPROVAL OF LOCAL AUTHORITY.
9. MAX. 10'-0" BETWEEN MANHOLES.
10. ALL CONSTRUCTION SHALL CONFORM TO H-20 LIVE LOAD LOADING.
11. INTERCEPTOR WALLS AND BOTTOM SLAB SHALL BE DESIGNED FOR AN EQUIVALENT FLUID SOIL PRESSURE OF 40 Pcf/ft, INCLUDING TRUCK LOADING SURCHARGE NOTED IN NOTE 10 ABOVE.
12. PROVIDE SECURING DEVICE AS REQUIRED BY THE CITY OF ARLINGTON (VALVE BOX TOP SECTION WITH EYE-BOLT MOUNTED IN CONCRETE, BASS & HAYS 340-1 OR EQUAL)



INLET AND OUTLET PIPING TO CONFORM TO COA SPECIFICATIONS



10 CONDENSATE DRAINAGE
N.T.S.

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STATE OF TEXAS
06/16/2022
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PROFESSIONAL ENGINEER

Harrington Park Bond Improvements

City of Duncanville, Texas

Duncanville
City of Champions

Texas 811
Know what's below. Call before you dig.

Revisions:

Issue Date: 06/16/2022

PLUMBING DETAILS

P401

Harrington Park Bond Improvements

STAFF REPORT

MEETING: City Council - 03 Dec 2024

TITLE:
Authorization to Approve Work-Based Learning Partnership Agreement with Duncanville Independent School District (DISD)

Vision Statement:

"Duncanville, a City of Champions, is a safe, vibrant, diverse community committed to excellence in education, business, and good governance."

Pillar:

- **Re-Imagine: High Quality of Life**
  - **Develop, maintain, and encourage safe, attractive, viable family-oriented neighborhoods that embrace diversity and pride, promoting economic vitality.**

STAFF RESPONSIBLE:
Tyler Agee, Assistant Director of Parks and Recreation

BACKGROUND/HISTORY:

The City of Duncanville has collaborated with DISD on several community-based educational initiatives. The proposed Interlocal will establish a formal partnership where students in CTE programs can participate in work-based learning activities, such as shadowing, mentorship, and facility tours within City departments, particularly with the Parks & Recreation division. The program will enable students to gain industry-related skills, fostering workforce readiness aligned with their educational goals.

Under this agreement, DISD will appoint a coordinator to facilitate structured and supervised training, while the City of Duncanville will provide various support measures, such as mentorship and informational sessions. The agreement includes clauses ensuring compliance with student confidentiality, safety in hazardous occupations, and liability protections.

POLICY EXPLANATION:

This Interlocal seeks approval to authorize an agreement between the City of Duncanville and DISD to facilitate a partnership for providing work-based learning experiences to Career and Technical Education (CTE) students.

The authorization aligns with the City's commitment to supporting local education initiatives, enhancing community relations, and fostering skill development among the youth of Duncanville. By approving this Interlocal Agreement, the City Council will enable the Parks & Recreation department to contribute to developing job-ready skills for students, contributing positively to the community and local workforce development.

FUNDING SOURCE:

ORG and Object Number
01044600 Parks and Recreation Department

Available Budget	**Purchase Amount**	**After Encumber**
$0.00	$0.00	$0.00

ACTION ALTERNATIVES:

1. Approve the authorization of the Work-Based Learning Partnership Agreement with DISD.
2. Deny the request and provide an alternative approach or feedback.
3. Other actions as directed by Council.

ATTACHMENTS:
Hold Harmless Form for Students.11.1.2024
2024 Duncanville ISD Cert City of Duncanville - Student Internships
Resolution No. - 2024-365 - Duncanville ISD Work-based Learning Partnership Program

Waiver, Release, and Hold Harmless Agreement

In consideration of permission granted by City of Duncanville ("City") allowing the following listed Duncanville ISD Student _____to perform a volunteer service (the "Activity") described herein as [_____], which may occur on City property, I represent, covenant, and agree on behalf of _____(Duncanville ISD Student) and all heirs, assigns, and any other person claiming by, under, or through me as follows:

1. I acknowledge that participating in the Activity involves certain risks (some of which I may not fully appreciate) and that injuries, death, property damage, or other harm could occur to me or others. I accept and voluntarily incur all risks of any injuries, damages, or harm which arise during or result from the above-named Student's participation in the Activity, regardless of whether or not caused in whole or in part by the negligence or other fault of the City and/or its officers, employees, agents, or insurers ("Released Parties").

2. I waive all claims against any of the Released Parties for any injuries, damages, losses, or claims, whether known or unknown, which arise during or result from my participation in the Activity, regardless of whether or not caused in whole or in part by the negligence or other fault of any of the Released Parties. I release and forever discharge the Released Parties from all such claims.

3. I agree to indemnify and hold the Released Parties harmless from all losses, liabilities, damages, costs, or expenses (including, but not limited to, reasonable attorneys' fees and other litigation costs and expenses) incurred by any of the Released Parties as a result of any claims or suits that I (or anyone claiming by, under, or through me) may bring against any of the Released Parties to recover any losses, liabilities, costs, damages, or expenses which arise during or result from my participation in the Activity regardless of whether or not caused in whole or in part by the negligence or other fault of any of the Released Parties.

4. I hereby grant permission to the City and any organization associated with the City to use, for any legitimate purpose, including future advertising of the Activity on the City website or in other promotional materials, the name of the above-described Duncanville ISD Student and likeness to the extent it may appear in any photographs or records of the Activity.

4. I also agree to replace or repair any damage to the City's property or equipment that may occur as a result of the Duncanville ISD Student's participation in the Activity, notwithstanding normal wear and tear.

5. I have carefully read and reviewed this Waiver, Release, and Hold Harmless Agreement which is governed by Texas law. I understand it fully, and I execute it voluntarily. I further acknowledge that any dispute or claim related to the subject matter hereof would be subject to the sole and exclusive jurisdiction of courts of competent authority located in Dallas County, Texas, with such courts to be the sole and exclusive venue for any such action.

EXECUTED this _____ day of _____, 20_____.

_____ _____

Parent's Authorized Signature Printed Name

_____

Duncanville ISD Student Name

TEXAS RISK POOL CERTIFICATE OF LIABILITY COVERAGE

DATE (MM/DD/YYYY): 11.5.2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE RISK POOL BELOW. THIS CERTIFICATE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING RISK POOL, AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL COVERED ENTITY / PERSON, the policy(ies) must have ADDITIONAL COVERED ENTITY / PERSON provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the coverage, certain terms of coverage may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Regina Newton	
INSURICA 12300 Dundee Court Suite112 Cypress TX 77429	PHONE (A/C, No, Ext): 405-556-2368	FAX (A/C, No):
	E-MAIL ADDRESS:	
	PRODUCER CUSTOMER ID: 057-907	
	RISK POOL AFFORDING COVERAGE	
COVERED ENTITY / PERSON Duncanville ISD 710 S. Cedar Ridge Drive Duncanville TX 75137	RISK POOL A : Property Casualty Alliance of Texas (PCAT)	
	RISK POOL B :	
	RISK POOL C :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER**

THIS IS TO CERTIFY THAT THE COVERAGES LISTED BELOW HAVE BEEN ISSUED TO THE COVERED ENTITY / PERSON NAMED ABOVE FOR THE COVERAGE PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE COVERAGE DOCUMENTS DESCRIBED HEREIN ARE SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH COVERAGE DOCUMENTS. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF COVERAGE	ADDL INSD	SUBR WVD	EFFECTIVE DATE (MM/DD/YYYY)	EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A	**GENERAL LIABILITY** X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC			9.1.2024	9.1.2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG EMPLOYEE BENEFITS LIAB	$1,000,000 $500,000 $0 $1,000,000 $2,000,000 $2,000,000 $
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS NON-OWNED AUTOS HIRED AUTOS					COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	N / A				PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $
							$ $ $

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Evidence of Coverage as respects Duncanville ISD CTE students participating in internships with the City of Duncanville

CERTIFICATE HOLDER

The City of Duncanville Texas
203 E. Wheatland Road
Duncanville TX 75116

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED COVERAGES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE PROVISIONS IN THE COVERAGE DOCUMENTS.

AUTHORIZED REPRESENTATIVE

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PCAT Certificate Guidelines

Property Casualty Alliance of Texas (PCAT) is a risk sharing cooperative formed by Texas Public Entities pursuant to the Interlocal Cooperation Act, Chapter 791, Title 7 of the Texas Government Code. PCAT is not an insurance company.

Texas Public Entities occasionally get requests from non-governmental entities to issue Certificates of **Insurance** and to be named as **'Additional Insured**.' Since PCAT is not an insurance company, we will issue a Certificate of **Coverage** rather than a Certificate of **Insurance.**

Because the School is immune from all tort actions, except those arising from the use of a motor vehicle, most indemnification clauses have the School assuming an obligation to pay claims that could not be made against it. *Texas law is clear that the School cannot contractually assume liability for another entity that exceeds the liability that the School would have in the same situation, because to immunize a non-public entity is a gift of public funds and is prohibited by the Texas Constitution*. For this reason, we are unable to name anyone as an **Additional Insured**.

In addition to the above, *as a public entity in the State of Texas, schools are prohibited from indemnifying a private entity*. The following language should be considered as an insert to all third party agreements in lieu of standard hold harmless agreements:

"[School] is an independent school district organized pursuant to Section 11.011 of the Education Code and as such, is immune from tort actions, except those arising from the use of a motor vehicle in accordance with Section 101.051 of the Texas Civil Practices and Remedies Code.
Nothing in the Agreement is or shall be interpreted to require [School] to indemnify [Private Entity] or to constitute a waiver of that immunity."

While it does not provide an explanation, another way of handling this is to include the following language in all contracts:

"…to the extent permitted by the Constitution and laws of the State of Texas"

Contact your Agent if there are any questions on the above.
Nothing stated herein is a legal opinion.
The School should consult their legal counsel prior to execution of any third party contracts.

RESOLUTION NO. 2024-365

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF DUNCANVILLE AND THE DUNCANVILLE INDEPENDENT SCHOOL DISTRICT FOR THE WORK-BASED LEARNING PARTNERSHIP PROGRAM, SUBJECT TO APPROVAL AS TO FORM BY THE CITY ATTORNEY; AND, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Duncanville ("City") seeks to support and enhance educational opportunities for local students, fostering workforce readiness and community engagement; and

WHEREAS, the City and the Duncanville Independent School District ("DISD") desire to enter into an Interlocal Agreement to establish a partnership that will provide Career and Technical Education students with structured, supervised work-based learning experiences within City departments, specifically through the Parks & Recreation division; and

WHEREAS, the City Council finds that this partnership is in the best interest of the City and its residents, aligning with the City's goals of community development and investment in future workforce skills.

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

SECTION 1. The City Council hereby authorizes the City Manager to execute the Interlocal Agreement between the City of Duncanville and DISD, substantially in the form attached hereto as Exhibit "A," and subject to approval as to form by the City Attorney.

SECTION 2. This Resolution shall become effective immediately upon its passage.

DULY RESOLVED AND ADOPTED by the City Council of the City of Duncanville, Texas, on the 3rd day of December, 2024.

APPROVED:

_____

Greg Contreras, Mayor

ATTEST:

_____

Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

_____

Robert E. Hager, City Attorney

Documentation
WBL Memorandum of Understanding

District: Duncanville Independent School District
Mailing Address: 710 S. Cedar Ridge Dr. Duncanville, TX 75137

AND

Partner: City of Duncanville-Parks & Rec
Mailing Address: 203 E Wheatland Rd. Duncanville, TX 75116

This document forms the basis of understanding between the Partner (further referred to as "Partner") and the District named above (further referred to as "District") for providing a partnership related to work-based learning activities for Career and Technical Education Programs.

NATURE OF THE PROGRAM

This program is limited to services performed by a student, with the permission of the District in which the student is enrolled, as part of a program established to provide an educational experience for the student. Such student service is to be uncompensated and will not be used to displace any employee or staff or a vacancy, which is a normal part of the Partner's workforce. Student services will be limited to those explicitly outlined in the Training Plan provided by the District.

PARTNER RESPONSIBILITIES

The Liaison representative for the Partner is Tyler Agee. The Partner will provide support to the District program through various methods, including but not limited to:

- providing speakers, either virtual or in-person,
- sharing information about careers in the Partner's industry,
- providing tours of the Partner's facilities, participation in the District CTE advisory board to offer input on curriculum and job-ready skills,
- providing shadowing experiences in the Partner's facility, and
- providing training mentors to students placed at the Partner's facility.

DISTRICT RESPONSIBILITIES

The Liaison representative for the District is Winston Minix. The District shall appoint a teacher/coordinator to work with the Partner regarding the following responsibilities:

- Disseminate information on opportunities with the Partner to ensure equal opportunities for all students.
- Provide the school official's name who will act as teacher/coordinator for training, evaluation, and supervision.
- Provide resumes of students to the individual training areas.
- Provide necessary information to the Partner's representative to ensure structured and meaningful assignments follow academic requirements.
- Inform the liaison of any changes in the participant's status.

STUDENT CONFIDENTIALITY

The District and faculty members shall assume responsibility for seeing that all students and faculty members respect the confidential nature of all information that may come to them concerning the Partner's records. Therefore, each student may sign a confidentiality statement provided by the Partner. In addition, the Partner shall maintain a record of the student's understanding of the policy. In case of a breach of confidentiality, the Partner agrees to notify the District liaison immediately.

EXEMPTION FROM HAZARDOUS OCCUPATIONS

It is recognized that the student may, during training, be exposed to hazardous conditions or be called upon to learn to operate or control machines/equipment that the Secretary of Labor has declared particularly hazardous for minors 16 and

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Documentation
WBL Memorandum of Understanding

17 years of age. Therefore, under Child Labor Bulletin No. 101, exemptions from Hazardous Orders are authorized for student learners enrolled in a Career and Technical Education training program. This exemption is provided as an agreement that the student's work will meet the exemption authority's requirements. Therefore, any work in the occupations declared particularly hazardous shall be incidental to training; such work will be intermittent and for short periods of time and under the direct and close supervision of a qualified and experienced person; and safety instructions shall be given by the District and by the Partner's liaison and correlated with on-the-job training.

INSURANCE AND INDEMNIFICATION

During the period covered by this Agreement, the District agrees to maintain in force a policy of General Liability Insurance for claims only to the extent of any such liability and expenses that are covered by the policy described above of insurance to the extent allowed under the Constitution and Laws of the state of Texas.

TERMINATION

By The Partner:
The Partner reserves the right to terminate the student's appointment at any time if the student does not meet standard work requirements or if the Partner (upon clear evidence) feels that the student's presence would be detrimental to the facility's best interests. The Partner will provide the District with written notice of desire to terminate the Agreement.

By The District:
The District reserves the right to cancel the student's appointment (upon clear evidence) if the work experience does not contribute to the student's training competencies or if the student's actions are deemed to be a source of embarrassment to or a detriment to the best interests of the District or Partner. The Partner also agrees that under Texas Government Code Chapter 2270, the Partner represents and warrants to the District that The Partner does not boycott Israel and will not boycott Israel during the term of this Agreement.

DURATION OF THIS AGREEMENT

This Agreement shall remain in effect for one year from the date of its approval. Before the expiration date, it shall be reviewed by both the District and Partner and may be renewed, with or without change, for additional one-year segments.

SIGNATURES

This Agreement is in effect for one year from the date below.

Date of MOU Agreement: _____

School District Name: Duncanville ISD *Designee's Title:* Director of CTE
Designee's Name: Winston Minix *Signature:* _____

Partner's Name: City of Duncanville- Parks & Rec *Designee's Title:* _____
Designee's Name: Tyler Agee *Signature:* _____

Retention: For the term of the Agreement and until superseded by a new agreement.
Date of Destruction: _____

This institution does not discriminate based on race, religion, color, national origin, gender, sex, or disability in providing education services, activities, and programs per Title VI of the Civil Rights Act of 1964, Title IX of the Educational Amendments of 1972 and section 504 of the Rehabilitation Act of 1973.

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STAFF REPORT

MEETING: City Council - 03 Dec 2024

TITLE:
Consider a Resolution ratifying the purchase of an emergency generator for the City of Duncanville City Hall/Police Department Municipal Building from Fort Worth Electric in an expenditure amount of $362,860.00 and authorizing an appropriation of $36,286.00 for a project contingency for the execution of future change orders not exceeding a total amount of $399,146.00.

Vision Statement:

"Duncanville, a City of Champions, is a safe, vibrant, diverse community committed to excellence in education, business, and good governance."

Pillar:

- **Develop: Infrastructure Improvement Strategy**
  - **Ensure the viability and adaptability of the city's infrastructure, facilities, and transportation network through thoughtful financial and long-term planning.**

STAFF RESPONSIBLE:
Matt Bryant, Director of Public Works

BACKGROUND/HISTORY:
The City of Duncanville City Hall/Police Department Municipal Building has experienced several power outages over the past few months. The previous generator that partially powered the building in the event of power outages recently went out of service. A generator is crucial for our municipal building to maintain continuous operation during power outages. It is a dependable backup power source, ensuring critical operations, such as managing local resources, can proceed without interruption.

POLICY EXPLANATION:
After a recent power outage, the City Manager approved the immediate purchase of an emergency generator per Sec. 252.022 (below) of the Texas Government Code, which governs municipalities' purchasing and contracting authority. This decision was made due to the generator's availability, as most other generators have a purchase-to-delivery timeframe of six to twelve months. Given the ongoing power outages and instability in the grid, and the availability of the needed generator authorization was granted as an emergency replacement.

Sec. 252. 022. General Exemptions.

(3) a procurement necessary because of unforeseen damage to public machinery, equipment, or other property

Staff is requesting that the City Council ratify the generator purchase and authorize a 10% contingency ($36,286.00) for the execution of any future change orders that may arise.

FUNDING SOURCE:

ORG and Object Number
01066700-700884 (Equipment Services/Other Equipment)

Available Budget	Purchase Amount	After Encumber
$0.00	$399,146.00	$0.00

ACTION ALTERNATIVES:

1. Approve.
2. Disapprove.
3. Other actions as directed by Council.

ATTACHMENTS:
Attachment 1 - Bid Proposal - City of Duncanville Generator
Resolution No. - 2024-351 - Ratification of Generator Purchase

Attachment 1

FORT WORTH ELECTRIC
Electrical Contractors • Lighting Up Texas

6850 Corporation Pkwy. Fort Worth, TX 76126 Phone: 817.870.2266 Fax: 817.870.2268

BID PROPOSAL

Job Name:	Polce and City Hall Backup Generator	**Date:**	11/12/2024
To:	City of Duncanville	**Bid Number:**	5277
Attn:	Dennis Souter	**Job Location:**	203 E. Wheatland Rd. Duncanville Texas

*****This bid is in compliance with Buy Board *****
Contract # 733-24 Trade Services that expires 03/31/2027
M/WBE, SBE & HUB Certified HFMB50818Y1012

Scope of Work:

- Disconnect and relocate the existing Standby Generator to location specified by the City of Duncanville.
- Demo the existing concrete generator pad to including removal and disposal of materials.
- Demo the exisitng concrete walk way from the generator to the electrical room to include removal and disposal of materials.
- Locate the existing generator conduits and extend the conduits to the new 800amp manual transfer switch with portable generator cam locks.
- Install new conduits from the 800amp manual transfer switch to the new 450kw stand by generator.
- Provide and install (1) new Generator Pad for the new generator.
- Set new 450KW Standby Generator on the new concrete pad.
- Install new conductors from the existing transferswitch to a new 800amp manual transfer switch with potable generator cam locks.
- Install new conductors from the new 800amp manual transfer switch to the new 450kw stand by generator.

- Make all final connections to the New 450kw Standby Generator, the exisitng transferswitch, and the new 800amp manual tranferswitch.
- Install new conduit and control wire for the generator controls and make final connections to the Generator control panel and the existing transfer switch.
- Install new conduit and conductors from the existing 600amp “MSA” Distribution Panel to the exiting transfer switch.
- Make final connections from the “MSA” Distribution Panel to the existing transfer switch.
- Disconnect the “MSA” Distribution Panel from the existing utility transformer and remove wiring.
- The “MSA” Distribution Panel shall be connected to the new 450kw Stand by Generator allowing for the entire electrical system to be connected to back up power.
- Provide and install new concrete walk way to closely match exisitng.
- Bid **incudes** Generator Start Up and 2-hour building load transfer test and 2-hour resistive load bank test.
- Bid **includes** new 800amp manual trasferswitch to be located outside. New manual transfer switch shall have cam locks installed for a portable generator. Manual transfer switch shall be used in the case of Stand by power failure.
- Bid does **not** include portable generator cables.
- Bid does **not** include new transfer switch. The existing transferswitch shall be utilized for the project.
- Bid does **not** include temporary Backup Generator.
- Bid will require utility shut down. FWE to coordinate with utility contractor and the City of Duncanville.

Electrical Labor, Master Electrician, Standard Working Hours - **$85.00 / HR x 140 HRS - $11,900**

Electrical Labor, Master Electrician, Non-Standard Working Hours - **$100.00 / HR x 20 HRS - $2,000.00**

Electrical Labor, Journeyman, Standard Working Hours - **$75.00 / HR x 140 HRS - $11,900.00**

Electrical Labor, Journeyman, Non-Standard Working Hours - **$90.00 / HR x 20 HRS - $1,800.00**

Electrical Labor, Apprentice, Standard Working Hours - **$45.00 / HR x 200 HRS - $9,000.00**

Electrical Labor, Apprentice, Non-Standard Working Hours - **$68.00 / HR x 20 HRS - $1,360.00**

450KW Cummins Commercial Diesel Standby Generator with 850 Gallon Fuel Tank:
MSRP $210,000.00 – Discount (5%): $10,500.00 – Total $199,500.00

800amp Manual Tranferswitch with Portable Genertor Cam Locks:
MSRP $43,000 – Discount (5%): $2,150.00 – Total $40,850.00

Electrical Material Shop Stock:
MSRP $89,000 – Discount (5%): $4,450 – Total $84,550.00

Bid Includes:

Labor / Materials / 450kw Generator / Start Up and Load Test / After Business Hours Work / Concrete Removal and Disposal / Concrete Installation / Generator Pad / 800amp Manual Transfer Switch with Cam Locks

Bid Excludes:

Generator Automatic Transfer Switch / Temporary Backup Generator / Tax

All of the above work, except alternates as shown, to be completed for the sum of:
Three Hundred Sixty Two Thousand Eight Hundred Sixty Dollars -- $362,860.00

All Work will be performed as required by National and local electrical codes, with payment to be made as follow: Progress payments for material stored and work completed including change orders, are due upon receipt of invoice. Additional work and/or changes will be executed upon written order, and will become an extra charge over and above the prices specified. In the event payment is not made on completion of work as agreed, a 1.5% finance charge will be assessed on all overdue invoices and immediate action will be taken to collect. Any and all expenses incurred to do so, including attorney fees, will be paid by the customer. This bid is contingent upon the full execution of acceptable contract documents. This proposal may be withdrawn by us if not accepted within **7** days of the date shown.

Justin Aaron	**11/12/2024**
Submitted By:	Date

Commercial • Residential • Data Cabling

RESOLUTION NO. 2024-351

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, RATIFYING THE PURCHASE OF AN EMERGENCY GENERATOR FOR THE DUNCANVILLE CITY HALL/POLICE DEPARTMENT MUNICIPAL BUILDING FROM FORT WORTH ELECTRIC IN AN EXPENDITURE AMOUNT OF $362,860.00; AUTHORIZING AN APPROPRIATION OF $36,286.00 FOR A PROJECT CONTINGENCY TO EXECUTE FUTURE CHANGE ORDERS, NOT EXCEEDING A TOTAL AMOUNT OF $399,146.00; AUTHORIZING THE CITY MANAGER TO EXECUTE THE NECESSARY DOCUMENTS RELATED TO SAID EXPENDITURE; AND, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Duncanville, Texas, desires to continue its commitment to making infrastructure improvements to the City's infrastructure; and

WHEREAS, the Duncanville City Hall/Police Department Municipal Building required a generator to ensure continuous operations in the event of power interruptions and the purchase was authorized ; and

WHEREAS, the City Manager authorized the purchase as an emergency procurement per Texas Local Government Code Chapter 252.022 subsection (3), which exempts the City from competition in the event of "a procurement necessary because of unforeseen damage to public machinery, equipment, or other property;" and

WHEREAS, change orders increasing the total contract price or valued at $50,000.00 or greater require City Council approval; and

WHEREAS, a project contingency authorizes the City Manager or designee to execute change orders valued at less than $50,000.00; and

WHEREAS, the City Council of Duncanville, Texas, desires to ratify the purchase of an emergency generator for the Duncanville City Hall/Police Department Municipal Building from Fort Worth Electric in an expenditure amount of $362,860.00; and authorize an appropriation of $36,286.00 for a project contingency to execute future change orders, not exceeding a total amount of $399,146.00; and authorize the City Manager to execute the necessary documents related to said expenditure.

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

SECTION 1. The City Council of Duncanville, Texas, hereby ratifies the purchase of an emergency generator for the Duncanville City Hall/Police Department

Municipal Building from Fort Worth Electric in an expenditure amount of $362,860.00 and authorizes an appropriation of $36,286.00 for a project contingency to execute future change orders, not exceeding a total amount of $399,146.00; and authorizes the City Manager to execute the necessary documents related to said expenditure.

SECTION 2. This Resolution shall become effective immediately upon its passage.

DULY RESOLVED AND ADOPTED by the City Council of the City of Duncanville, Texas, on the 3rd day of December, 2024.

APPROVED:

_____

Greg Contreras, Mayor

ATTEST:

_____

Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

_____

Robert E. Hager, City Attorney

STAFF REPORT

MEETING: City Council - 03 Dec 2024

TITLE:
Consider a Resolution awarding a bid and authorizing a cooperative purchasing agreement with UniFirst Corporation for uniform and facility products rental through Sourcewell Contract #011124-UFC for a one-year term with the option to renew for up to four additional one-year terms in an estimated contract amount not to exceed $86,200.00 over the five years, subject to the exercise of contract renewal and City Council appropriation.

Vision Statement:

"Duncanville, a City of Champions, is a safe, vibrant, diverse community committed to excellence in education, business, and good governance."

Pillar:

- **Emphasize: Government Accountability, Customer Service, Efficiency and Process Improvement**
  - **Develop a high performing organization that encourages innovation, transparency, and collaboration while delivering exceptional customer service.**

STAFF RESPONSIBLE:
Matt Bryant, Director of Public Works
Craig Brasfield, Fieldhouse Manager

BACKGROUND/HISTORY:
Several employees in the City of Duncanville's Public Works Department must wear uniforms as part of their jobs, which necessitates regular laundering. Staff rents these uniforms, including laundering services from UniFirst Corporation. As part of the Uniform Rental Program, UniFirst provides all employees' uniforms, cleans them weekly, maintains them, and replaces them as necessary.

The Building Maintenance Division of the Public Works Department and the Fieldhouse also rent facility products such as towels, rugs, mop heads, and mops. UniFirst regularly rotates these items to ensure that staff consistently has access to usable products.

Establishing an agreement with UniFirst will ensure consistent uniform and facility product quality and appearance, which is essential for presenting a professional image for our organization. By formalizing this process, we can streamline operations and guarantee that all employees have access to well-maintained and appropriate uniforms and products needed to maintain the city's facilities.

POLICY EXPLANATION:
City Council is requested to approve an agreement with UniFirst Corporation totaling $86,200.00. The estimated expenditure amounts per fiscal year are $15,600.00 for FY24-25 and $70,600.00 spread over fiscal years 2025-2026 through 2028-2029, as outlined below, subject to future appropriations. This authorization should cover all department-wide uniform and facility product rental needs for the next five years. FYs 2025-2026 through 2028-2029 include an approximate 5% increase over the previous year to accommodate any price escalations that may arise throughout each contract's life.

FY2024-2025: $15,600.00
FY2025-2026: $16,380.00
FY2026-2027: $17,199.00
FY2027-2028: $18,059.00
FY2028-2029: $18,962.00

The Sourcewell agreement expires on March 25, 2028. The contract is expected to be renewed before that date. However, if it is not renewed, staff will request the City Council's approval of a uniform rental and facility services agreement.

State law provides that a local government purchasing an item under a cooperative purchasing agreement satisfies any state law requiring that the local government seek competitive bids to purchase the item. The Texas Local Government Code Chapters 271 and 791 allow government agencies to voluntarily participate in these cooperative arrangements.

FUNDING SOURCE:

ORG and Object Number

- Building Maintenance: 01066800-700221 (Clothing) - Available Budget of $3,252.00 (Estimated FY 25 Expenditure: $1,500.00)

- Equipment Services –
  - 01066700-700221 (Clothing) – Available Budget of $1,923.12 (Estimated FY25 Expenditure: $1,440.00
  - 01066700-700230 (Miscellaneous Supplies) – Available Budget of $8,330.00 (Estimated FY25: $360.00)

- Street Division: 01066200-700221 (Clothing) – Available Budget of $7,334.78 (Estimated FY25 Expenditure: $5,000.00)

- Traffic: 01066300-700221 (Clothing) – Available Budget of $2,949.00 (Estimated FY25 Expenditure: $800.00)

- Water and Sewer Services: 02312000-700221 (Clothing) – Available Budget of $13,197.95 (Estimated FY25 Expenditure: $5,000.00)

- Fieldhouse Admin/Operations: 45601000-700225 (Janitorial) – Available Budget of $2,145.20 (Estimated FY25 Expenditure: $1,500.00)

Available Budget	**Purchase Amount**	**After Encumber**
$39,132.05	$15,600.00	$23,532.05

ACTION ALTERNATIVES:

1. Approve.
2. Disapprove.
3. Other actions as directed by Council.

ATTACHMENTS:

Attachment 1 - UniFirst Contract 011124
Resolution No. - 2024-375 - UniFirst Uniform and Facility Product Rental

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Attachment 1

011124-UFC

Solicitation Number: RFP #011124

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and UniFirst Corporation, 68 Jonspin Road, Wilmington, MA 01887 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Uniforms with Related Products and Services from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.

EXPIRATION DATE AND EXTENSION. This Contract expires March 25, 2028, unless it is cancelled sooner pursuant to Article 22. This Contract allows up to three additional one-year extensions upon the request of Sourcewell and written agreement by Supplier. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances.

B. SURVIVAL OF TERMS. Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

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2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All purchased Equipment and Products provided under this Contract must be new and the current model. All rented Products provided under this Contract will be new at the time each site is initially installed into service. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. WARRANTY. Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and when new and prior to use are free from defects in design, materials, and workmanship. All Products will be processed, mended, and finished in accordance with the generally accepted standards of the textile rental industry Supplier makes no other representations, warranties, or conditions, express or implied by law, statutory or otherwise, including, without limitation, the design or condition of the Products, their merchantability or their fitness, capacity or durability for any particular use. To the extent assignable, any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

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Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This

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approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

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6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and the Supplier or its authorized dealers, distributors, or resellers, as applicable. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

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E. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, performance issues, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

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B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. AUDIT. Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. ASSIGNMENT. Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

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C. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. WAIVER. Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. CONTRACT COMPLETE. This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any negligent act or omission in the performance of this Contract by the Supplier or its agents or employees.. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:

   a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.

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b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.

2. *Limited Right of Sublicense*. The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. *Termination*. Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. ENDORSEMENT. The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

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14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending*. Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

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The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*
Workers' Compensation: As required by any applicable law or regulation.
Employer's Liability Insurance: must be provided in amounts not less than listed below:
Minimum limits:
$500,000 each accident for bodily injury by accident
$500,000 policy limit for bodily injury by disease
$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.
Minimum Limits:
$1,000,000 each occurrence Bodily Injury and Property Damage
$1,000,000 Personal and Advertising Injury
$2,000,000 aggregate for products liability-completed operations
$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms

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no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:
$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
$2,000,000

5. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:
$2,000,000 per occurrence
$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is

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primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

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21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to "federal" should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier's Equipment, Products, or Services with United States federal funds.

A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

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C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of $150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared

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ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in

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guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

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T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell	UniFirst Corporation
By: DocuSigned by: Jeremy Schwartz C0FD2A139D06489...	By: DocuSigned by: David M. Katz C1504866F1CF420...
Jeremy Schwartz	David M. Katz
Title: Chief Procurement Officer	Title: Executive Vice President
Date: 6/11/2024 | 1:43 PM CDT	Date: 6/11/2024 | 9:11 AM CDT

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RFP 011124 - Uniforms with Related Products and Services

Vendor Details

Company Name:	UniFirst Corporation
Address:	68 Jonspin Rd Wilmington, MA 01887
Contact:	Jesse Daggett
Email:	jesse_daggett@unifirst.com
Phone:	903-279-1442
HST#:	

Submission Details

Created On:	Friday November 17, 2023 08:21:21
Submitted On:	Thursday January 11, 2024 08:31:57
Submitted By:	Robert Crossley
Email:	Robert_Crossley@unifirst.com
Transaction #:	91878458-cae2-4a2d-94e9-481c95f372ea
Submitter's IP Address:	207.126.196.16

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Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	UniFirst Corporation	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	Parent UniFirst Corporation 68 Jonspin Rd Wilmington, MA 01887 (800) 347-7888 Provides uniforms and work apparel to customers throughout the U.S. and Canada primarily through managed purchase and rental programs. It also provides various facility services products, such as floor mats, mops, wiping towels, and restroom products. Manufacturing UniFirst Corporation Manufacturing Damian Carmona No 5 Ebano, San Luis, Mexico 79100 UniFirst Corporation Manufacturing Calle Antiguo Libramineto S/N Col. Altavista CD Valles, San Luis Potosi, Mexico 79050 Cardenas-Mexico Ave Municip Libre Esquina Con Higinio Olivo S/N Cardenas, SL CP 79380 UniFirst Nicaragua S.A. Km 47 Carretera Tipitapa A Masaya Zona Franca Astro Nicaragua Nave #23 Managua, Nicaragua, NI Cave City Mat Manufacturing 1 UniFirst Drive Cave City, AR 72521 Distribution Owensboro Distribution Center 2801 UniFirst Drive Owensboro, KY 42301 Mississauga Distribution Center 5250 Orbitor Drive Mississauga, Ontario, L6W 5G7 Subsidiaries: UniFirst Canada, Limited 5250 Orbitor Drive Mississauga, Ontario L4W 5G7 A separate operating unit, UniFirst Canada Ltd. manages all the Canadian Direct Sale programs for Canadian customers from their Head Office and main Distribution Centre located in Mississauga, Ontario. Rental laundry facilities are located across Canada in Montreal, Quebec City, Toronto, London, Ottawa, Pickering, Lethbridge, Calgary, Edmonton, Saskatoon and Vancouver. More than two-thirds of Canada's population can be served from these facilities. UniTech	*

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		P.O. Box 51957 295 Parker Street Springfield, MA 01151 The leading supplier of high-tech laundry and protective clothing programs to the nuclear industry. For more than 40 years, a network of strategically located facilities and a fleet of dedicated delivery vehicles and mobile units (laundry, metal decon, and respirator) have provided radiological laundry and protective wear services to nuclear facilities around the world. UniFirst First Aid & Safety 4159 Shoreline Drive St. Louis, MO 63045 (314) 344-1100 Provides companies like yours with high quality first aid cabinets, supplies and specialty kits to enable greater worker safety and full OSHA compliance. With UniFirst First Aid + Safety's combination of products, training and service, your work force will be healthier, more productive and stay on-the-job longer. UniClean 8 Industrial Park Drive Nashua, NH 03062	
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	UniFirst Corporation Manufacturing UniFirst Corporation Manufacturing UniFirst Nicaragua S.A. Cave City Mat Manufacturing UniFirst Canada, Limited UniTech UniFirst First-Aid Corporation UniClean	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	0ZSG7	*
5	Proposer Physical Address:	UniFirst Corporation 68 Jonspin Road Wilmington, MA 01887	*
6	Proposer website address (or addresses):	https://unifirst.com/	*
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the “Proposer’s Assurance of Compliance” on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	David M. Katz Executive Vice President Sales & Marketing UniFirst Corporation 68 Jonspin Road Wilmington, MA 01887 Office: 978.658.8888, ext. 4060 Mobile: 978.404.6647	*
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Marcos Branch National Account Executive UniFirst Corporation 6928 Commerce Avenue El Paso, TX 79915 Cell: 480.516.3996 Marcos_Branch@UniFirst.com	*

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9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Rick Shaw Director – National Account Services UniFirst Corporation 68 Jonspin Road Wilmington, MA 01887 Office: 888-256-5255 ext. 8364 Cell: 360-852-4647 Richard_Shaw@UniFirst.com Brian Dorris Apparel Program Sales Executive UniFirst Corporation 9951 Inkster Rd. Taylor, MI 48174 248.786.9703 Brian_Dorris@UniFirst.com Scott A. Radvin National Account Manager Corporate Trainer UniFirst First Aid + Safety 3499 Rider Trail South Earth City, MO 63045 239.287.7312 Scott_Radvin@unifirst.com https://unifirstfirstaidandsafety.com/ https://www.sgworldusa.com/pages/unifirst

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	History From our modest beginnings in an eight-stall garage in Boston in 1936, UniFirst Corporation has become an industry leader and remains one of the fastest growing companies in the $39 billion Uniform and Textile Services business. Core values Our Founder, Aldo Croatti, was the Visionary who made UniFirst the industry leader it is today. His core values in business were the building blocks of our company and remain the foundation of our Corporate culture today. They are: CUSTOMER FOCUS RESPECT FOR OTHERS COMMITMENT TO QUALITY Philosophy Our mission "To Serve The People Who Do The Hard Work; Helping them succeed and deliver for what gives their lives meaning,", is a powerful commitment to taking care of our customers and our Team Partners which has always been core to our culture at UniFirst. It became clearer than ever during the pandemic that our hardworking customers make up the essential workforce in our country that is critical to supporting our communities and the economy. They are making and serving food, supporting our energy infrastructure, taking care of us when we are sick, manufacturing essential products, and much, much more. IWe certainly include our own Team Partners as part of that essential group of hardworking people as well. We are committed to conducting our business in a fair, honest, and responsible manner in accordance with all environmental and government regulations and with the highest standards of business ethics. As we enter our ninth tenth decade of service to North American business, all of us at UniFirst are working hard to ensure our company's continued leadership in the 21st. century. All of our ongoing investments and efforts are focused on accomplishing one thing, which is our number-one long-term goal: to become universally recognized as the best service provider in our industry. We recognize that staying on top depends on the level and quality of our service, and we realize that if we are to excel, we must be seen as exceptional by every customer we serve. Each UniFirst employee-partner understands this and it's their commitment and effort that will be the driving force behind our success. Listening to our customers and prospective customers is a continuing priority.

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Related Longevity
UniFirst has been in business providing uniform services for 87 years. As the only public company within its industry to grow revenues every year since 1936, including each of the recent recessionary years, UniFirst may have just such a “secret formula.” UniFirst supplies and services uniforms that are “job-fitted work clothes” tailored to the needs of companies throughout the U.S. and Canada.

UniFirst’s overall Customer retention rate for the past 3 years is over 97%. Over the past 10 years our annual percentage of controllable lost accounts has remained under 5% and our contract renewal rate has actually increased year- to- year. We’ve dedicated ourselves to achieving it and as a result are widely recognized as being the premium service provider in the industry. With industry averages approaching 90%, we believe we are setting the pace for business retention in the industry as the Premium Supplier. Our “Customers for Life” programs and overall business philosophy is a key differentiation between UniFirst and its competitors.

Products
Standard Work-wear:
From factory coveralls to lab coats, to foodservice smocks – UniFirst’s Industrial Wear line offers apparel for workers in virtually every occupation. Beyond a complete selection of primary garments, cover-ups, and outerwear, UniFirst also provides accessory items like gloves, hats, footwear, and protective gear - making "head-to-toe" outfitting more than just a marketing slogan. Most of the line's apparel items boast our Industrial Laundry Safe seal, meaning they are ideally constructed to hold up to UniFirst's rigorous industrial laundry process.

Compared to home laundering, we use stronger detergents, longer agitation cycles, and higher temperatures to get even hard-use clothing their cleanest. UniFirst currently self-manufactures 607% of its overall industrial garment needs.

Flame Resistant Apparel:
Wherever business is hot (literally), UniFirst is on the job. Our Fflame-rResistant (FR) apparel offers important secondary protection from flash fire, electric arcs, and other potentially hazardous flame conditions. Our FR garments look and feel comfortable but offer great durability and the added protection of flame-resistance. UniFirst currently self manufactures over half of its overall FR needs. UniFirst also carries Flame ResistantFR Aapparel specific for the foodservice industry - Samples are available.

Hi Visibility Garments:
For those whose jobs place them in potentially hazardous traffic environments, UniFirst offers the latest HIGHVISIBILIY WORKWEAR SOLUTIONS. Our ANSI compliant Hi-Vis garments make workers visible to drivers at much greater distances than simple enhanced visibility wear. And workers who are more easily seen by motorists and oncoming traffic are safer and happier on the job.

Corporate Casual Attire:
All across North America, the casual dress trend has taken hold. But the need for professional polish remains as strong as ever. UniFirst responds with Corporate Casual attire that allows employees to "dress down" while maintaining a decidedly business-like look. Our growing Corporate Casual line includes hundreds of items, all available with our own embroidered or screen-printed personalization. In this and other product categories, UniFirst offers the industry's fastest new installation and replenishment service available, thanks largely to our ISO 9001:2015 registered, 320,000 sq. ft. Owensboro, KY Central Distribution Facility, the only such facility in the industrial rental garment business. *

Floorcare and Dust Control Services:
Creating a safe, attractive workplace is a process that begins from the ground up. It's no wonder, then, that UniFirst's floorcare products are underfoot in offices and factories from coast-to-coast. Through our rental programs, we regularly clean and rotate items, saving businesses significant maintenance time and expense. Supplying walk-off and logo mats; scraper and anti-fatigue mats; wet and dry mops; as well as various wiping products, UniFirst keeps workplaces clean and inviting, while protecting employees and your Members alike.

UniFirst self-manufactures over 97% of its total floorcare needs (mats and dust mops) from its Arkansas manufacturing facility so that we provide customers with an even greater level of color selection, and overall value than was previously available.

In business, quality and image are around-the-clock imperatives, often extending beyond work apparel. Restroom Services from UniFirst benefits both a company's employees and its Customers. Products such as hand soaps, sanitizers, air fresheners, disposable towels and tissue, as well as required dispensers, address health and sanitary concerns, while conveying a focus on cleanliness that speaks of a total commitment to quality.

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		Services When you participate in a full-service UniFirst uniform program, up-front clothing investments are eliminated. We outfit employees in the clothing of your choice, provide weekly cleaning, garment maintenance, and issue replacements as necessary. We handle all the program administration for your employee uniforms and services, eliminating the worries and headaches. And it's all for one low weekly charge per employee (or per product). Rent, lease, or buy work uniforms Sourcewell's Members can assume as little or as much responsibility as they wish for their overall uniform program by electing to rent, lease, or buy. With the proper care and ongoing maintenance, Members can be assured their UniFirst workwear (and facility service) products are always in top shape. Work Uniform Rental includes program administration, laundering, delivery, repairs, replacements, and more. UniFirst full-service uniform rental programs include: When you participate in a full-service UniFirst uniform program, up-front clothing investments are eliminated. We outfit employees in the clothing of your Member's choice, provide weekly cleaning, garment maintenance, and issue replacements as necessary. We handle all the program administration for your Member's employee uniforms and services, eliminating the worries and headaches. And it's all for one low weekly charge per employee (or per product). How our rental programs work More than 270 UniFirst service centers throughout the U.S. and Canada provide a total uniform and Facility Service package. With a full-service rental program, you get: • Professional on-site needs analysis • More than 40,000 in-stock product SKUs to choose from • Measurement/fitting of each wearer conducted at your location(s) • Specified number of garments for each individual • Professional laundering and finishing • Regularly scheduled uniform deliveries and product replenishment • Inspection of all work clothing for rips, flaws, missing buttons, etc. • Automatic garment repairs • Automatic replacement of overly worn or damaged garments • Inventory control with itemization by employee (or product) • Quick outfitting of new employees • Full program management Triple Pro Service You will get three dedicated UniFirst professionals working on your account at all times. There's a dependable Route Service Representative who'll keep your program running smoothly day- in and day- out, a Service Manager whose primary responsibility is to see that you're getting everything you need when you need it, and a helpful local Customer Service Representative who's always ready to provide immediate assistance. Through the efforts of this hard-working team, we guarantee 24-hour response to any problem, question, or request. Every delivery day your Route Representative will check with you to see if there are any new employees to be added to the program. If there are, these additional people will be documented on the invoice. If you don't want to wait until your next delivery day, call your local UniFirst office and ask to speak with the Customer Service Rep. The Route Representative will size all new employees (or you can give their sizes over the phone) and uniforms will be ordered within 24 hours. You can expect stock garments in standard sizes to arrive on the next delivery day. Non-stock garments or non-standard sizes will take a little longer. For rental uniforms UniFirst does not measure your employees. Rather, we have your employees actually try on the garments, as we have found that this process better ensures proper fit. We have also found that lists, prepared in advance, that detail the employees to be sized, at a given sizing session, and the type and number of garments that each employee is entitled to receive, greatly assists the sizing process.	
11	What are your company's expectations in the event of an award?	In the years UniFirst has held the contract for uniforms, we've grown Sourcewell (formerly NJPA), to be our largest National Account Preferred Vendor program with annual revenues exceeding $10M. In the event we're able to re-secure Sourcewell' s uniform contract we are confident our program will, at a minimum, double over the course of the contract if not grow 2.5-3X based on our experience, ongoing sales efforts, management and rep awareness of the program and all the marketing and educating of Sourcewell members and/or prospective members these past years.	*

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12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	UniFirst has been in business providing uniform services for 87 years. As the only public company within its industry to grow revenues every year since 1936, including each of the recent recessionary years, UniFirst may have just such a "secret formula." UniFirst supplies and services uniforms that are "job-fitted work clothes" tailored to the needs of companies throughout the U.S. and Canada. Strong Financial History Long history of consistent growth, including during recession Stable, contractual revenues in the core laundry business Strong cash flows UniFirst is debt free, our Debt Free/Cash Rich balance sheet position, allows us to commit to our industry leading product/facility reinvestment. That reinvestment will allow your members to enjoy the best-in-class service from the Premium Supplier in the industry for the life of the Sourcewell Uniform Program partnership . . . UniFirst had no long-term debt outstanding as of August 26, 2023. UniFirst has cash, cash equivalents and short-term investments totaled $89.6 million as of August 26, 2023. . . and is essentially debt-free for over 10 years. As the only public company within its industry to grow revenues every year since 1936, including each of the recent recessionary years, UniFirst may have just such a "secret formula." UniFirst is debt free, our balance sheet position allows us to commit to our industry leading product/facility reinvestment. That reinvestment will allow you to enjoy the best-in-class service from the Premium Supplier in the industry for the life of the facility service partnership. FY 2023 Revenues: $2.233 Billion . . . an increase of 11.6% over previous FY. Please see the attached "UniFirst Quarterly Report or the quarterly period ended November 25, 2023."	*
13	What is your US market share for the solutions that you are proposing?	16%	*
14	What is your Canadian market share for the solutions that you are proposing?	17%	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No	*
16	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	During the fiscal year ended August 26, 2023 ("fiscal 2023"), we manufactured approximately 60% of the garments we placed in service. These were primarily work pants and shirts manufactured at three of our plants located in San Luis Potosi, Mexico, one plant located in Managua, Nicaragua, as well as at subcontract manufacturers that we utilize within our sourcing strategy to balance demand and optimize costs. Because we design and manufacture a majority of our own uniforms and protective clothes, we can produce custom garment programs for our larger customers, offer a diverse range of such designs within our standard line of garments and better control the quality, price and speed at which we service such garments. Headquartered in Wilmington, Massachusetts, we are a North American leader in the supply and servicing of uniform and workwear programs, as well as the delivery of facility service programs. Together with our subsidiaries, we also provide first aid and safety products, and manage specialized garment programs for the cleanroom and nuclear industries. We manufacture our own branded workwear, protective clothing, and floorcare products, as well as offer products from industry leading suppliers; and with 270 service locations, over 300,000 customer locations, and approximately 16,000 employee Team Partners, we outfit more than 2 million workers each business day.	*

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17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	UniFirst is in good standing in the state of its incorporation, is qualified to do business in each state in which it proposes to provide products and/or services and has all licenses and permits necessary or required to provide such products and/or services. UniFirst operates the largest network of ISO 9001:2015 Ccertified laundry facilities in the world. It has manufacturing facilities, and its primary distribution center is ISO 9001:2015 Certified. This process includes the creation of detailed training and communication programs for all team partners on maintaining appropriate procedures for quality and service controls. UniFirst maintains a state-of-the-art distribution center in Owensboro, Kentucky and three ISO 9001-2015 Certified garment manufacturing facilities in Mexico and also a manufacturing facility in Nicaragua. In-house manufacturing, producing millions of garments annually, provides a unique level of vertical integration that not only lowers the cost of uniforms we offer through our uniform programs, but also permits the creation of custom-designed garments for image-conscious companies. The latter often affords UniFirst a distinct competitive advantage. UniFirst belongs to the following Associations: Food Service Grocery Manufacturers/Food Products Association American Association of Meat Processors International HACCP Alliance. Environmental Uniform and Textile Service Association (UTSA) Textile Rental Services Association (TRSA) Laundry Environment Stewardship Program (LaundryESP®) U.S. Green Building Council (USGBC) Canada Green Building Council (CaGBC). Energy Star and Green Lights® Business Partner Green SealTM certified. Eco-LogoM certified. Healthcare AORN (Association of Operating Room Nurses) APIC (Association for Professionals in Infection Control and Epidemiology) ASHES (American Society for Healthcare Environmental Services) NADONA (National Association Directors of Nursing Administration) NFSI (National Floor Safety Institute), We also offer food industries specialized uniform programs that are consistent with the guidelines of Hazard Analysis Critical Control Point (HACCP) and the Global Food Safety Initiative (GFSI). *
18	Provide all “Suspension or Debarment” information that has applied to your organization during the past ten years.	We manufacture our own branded workwear, protective clothing, and floorcare products, as well as offer products from industry leading suppliers; and with 270 service locations, over 300,000 customer locations, and approximately 16,000 employee Team Partners, we outfit more than 2 million workers each business day. As such, to the best of our knowledge and belief, and without any duty of investigation, we have no knowledge, in the last 10 years of any suspension or debarment proceedings that apply to UniFirst as defined under 48 CFR Chapter 1 - Federal Acquisition Regulation. *

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *
19	Describe any relevant industry awards or recognition that your company has received in the past five years	Our Company continues to be honored by communities throughout North America for our environmental efforts. Utilities in Missouri and Texas, for example, presented UniFirst with “gold” awards for water safety and environmental-friendly treatment processes; other sanitation districts from Virginia to Kansas have also presented UniFirst with “Green” awards for the care we take in protecting local environmental resources. We have even been recognized for our environmental efforts within the specialized field of laundering and decontaminating apparel for the nuclear power industry. Exelon Corporation, one of the nation’s largest nuclear power providers, presented our company with its Environmental Leadership Award, citing our “lengthy record of (processes and) services that are environmentally responsible, safe, and of superior quality.” These are just a few of the many types of awards and recognitions we

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receive every year.

UniFirst has secured the No. 9 spot on Apparel magazine's "Top 50" apparel companies list. This is the 13th consecutive year that Apparel magazine ranked UniFirst as one of America's top 50 apparel companies, and the second time the company has appeared in the top 10. To be eligible for the Apparel listing, public companies had to record at least $100 million in annual sales; rankings were based on overall performance and financial management. UniFirst appears in the top 10 alongside some of America's most popular clothing companies including Nike, Canadian Goose, and lululemon athletica.

UniFirst has, once again, been named to Selling Power's list of "50 Best Companies to Sell For." We've been a mainstay on Selling Power's list for nearly two decades and this is a testament to our world-class sales team and the customer-driven sales culture we've built here. For 2023, our ranking moved up to 22.

Wilmington, Mass. (November 2022) – UniFirst Corporation (NYSE:UNF), a North American leader in providing customized business uniform programs, facility service products, and first aid and safety services, received the 'Content Management Master' award at the annual Seismic Shift Customer Conference, held last week in San Diego, CA. The award demonstrates UniFirst's success in leveraging the Seismic sales enablement platform to create a content-rich environment that sales teams can use to provide customers and prospects with the information they need to make informed buying decisions.

Wilmington, Mass. (January 2022) – UniFirst was named a silver winner in the 11th annual Best in Biz Awards in the Corporate Social Responsibility (CSR) Program of the Year category. Best in Biz Awards is an independent business awards program judged annually by prominent editors and reporters from top-tier publications in North America. 2021 marked a year that drew intense competition from more than 700 entries from public and private companies of all sizes and spanning all geographic regions and industries in the U.S. and Canada.

This year's judges were particularly focused on the winning companies' resilience and adaptability that allowed them to manage within and to overcome the COVID-19 pandemic-related challenges of the past 20-plus months for the betterment of the communities in which they serve while attaining annual business goals. Companies were also judged on levels of dedication to their customers and targeted efforts made to maintain and deepen their commitments to communities and the environment during these tough times.

UniFirst was named this year's silver winner based on the company's swift and compassionate response to the COVID-19 pandemic to support its employee team partners, customers, and local communities to help keep businesses up and running. Among the many purpose-driven efforts included the company's involvement with local Chambers of Commerce throughout North America to help facilitate UniFirst donations of significant supplies of face masks, hand sanitizer, and other PPE where they were needed most. This included a sizable donation made to The Greater Boston Food Bank consisting of 500,000 disposable masks, nearly 200,000 reusable face masks, and over 120,000 bottles of hand sanitizer. GBFB's then shared these items across 600 food distribution partners in 190 cities and towns.

Wilmington, Mass. (October 2021) – UniFirst was awarded two separate Community Service Awards by the Textile Rental Services Association (TRSA), an international organization representing linen, uniform, and facility services companies. *

The TRSA Community Service Awards recognize Operators and Associates whose volunteer projects make significant contributions to their local communities. UniFirst earned one award in recognition of "company efforts," while the other accolade recognized "employee/staff contributions."

UniFirst Corporation and its employee Team Partners have a history of mobilizing precisely when they're needed most in the communities in which they live and serve. This was especially evident throughout the COVID-19 pandemic. In 2021 alone, UniFirst donated significant supplies of facemasks, hand sanitizer bottles, and personal protective equipment (PPE) to communities and essential workers throughout the U.S. and Canada, including donations of over a million dollars-worth of safety supplies to The Greater Boston Foodbank.

UniFirst's Corporate Social Responsibility (CSR) efforts have been instrumental in not only inciting additional local-level support from UniFirst employee Team Partners, but also bringing to light important overarching social and environmental issues that inspire the company's corporate executives to do even more.

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		The TRSA supports the linen, uniform, and facility services industry by building and promoting a stronger, safer, and more environmentally conscious community through advocacy, education, certification, research, benchmarking, and information-sharing. For more information about UniFirst's community service efforts, please visit CSR.UniFirst.com. Top 5, A+ ranking on list of "America's Most Trustworthy Public Companies" (TGF Analytics). Forbes' Platinum 400 List "Best Big Companies in America." Forbes Magazine Names UniFirst Corporation to its 2019 America's Best Employers List. UniFirst has been selected as one of "America's Best Large Employers" for 2019. The list ranks the top 500 employers across 25 different industries in the United States… Glassdoor's "25 Best Companies for Career Opportunities" list. UniFirst Ranked by Newsweek as One of "America's Best Customer Service" Providers 2020. UniFirst has been included on Barron's second annual list of the 100 Most Sustainable Companies in the United States… Boston Globe's "Top 100 Performing Companies" list. All companies on the list are judged by their increased sales, profits, and return on shareholder's equity. Capital IQ, a Standard & Poor's business, provided the analytics for this year's Globe 100 using Securities and Exchange Commission filings and corporate reports. UniFirst was once again recognized for its commitment to diversity from two different organizations—2020 Women on Boards and the TRSA (Textile Rental Services Association). UniFirst has won a 2019 APEX Award of Excellence for the design and implementation of the company's recent President's Club promotional mail campaign. This is the second consecutive APEX award that UniFirst has earned for their marketing communications programs—last year having won an award for the cover design of the company's Uniform Rental Catalog. This year's winning entry focused on UniFirst's President's Club, a prestigious designation that recognizes and rewards top salespeople for achieving challenging year-long sales goals. UniFirst has won a Bronze Stevie® Award for its LEAP (Leadership, Education, and Performance) management development program in a new category for 2019—Sales Recruitment Initiative of the Year…	
20	What percentage of your sales are to the governmental sector in the past three years	Government sector sales falls under "Other" (16%), which includes: • Oil and Gas Extraction, • Government, Retail, • Other Industries	*
21	What percentage of your sales are to the education sector in the past three years	The Education sector sales (15%), falls under "General Services," which includes: • Business Services • Health and Educational Services	*
22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	UniFirst is an approved contracted supplier for these and other Group Purchasing Organizations (GPOs): Amerinet Champs Group Purchasing MedAssets Premier Sales volumes are confidential.	*
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	UniFirst does not have any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that we hold.	*

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Table 4: References/Testimonials

Line Item 24. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
We are reluctant to provide names.	and contact information n what may become a public document	i 480.516.3996,	*
Out of respect for our Customer's valuable time, and the effort they expend in serving as references, we refrain from publishing their contact information until you have committed to calling them.	We will be happy to disclose their names and contacts to you when we move to the next stage of this process.	480.516.3996,	*
Marcos Branch, your National Account Executive: Cell: 480.516.3996, will notify the references and tell them to expect a call from the person you select.	We know you will appreciate this policy should you become a referenceable account.	480.516.3996,	*

Table 5: Top Five Government or Education Customers

Line Item 25. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
TBP	Government	Virginia - VA	Uniform/Facility Services Rental	$1,905 (Average weekly invoice)	$297,201	*
TBP	Non-Profit	Washington - WA	Uniform/Facility Services Rental	$1,874 (Average weekly invoice)	$292,288	*
TBP	Government	Virginia - VA	Uniform/Facility Services Rental	$1,650 (Average weekly invoice)	$257,451	*
TBP	Government	North Carolina - NC	Uniform/Facility Services Rental	$678 (Average weekly invoice)	$105,710	*
TBP	Education	California - CA	Uniform/Facility Services Rental	$672 (Average weekly invoice)	$104,836	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
26	Sales force.	Direct employees across the US and Canada for Sales = 1288, and for Route Service Team partners that overlap with delivery and Route Sales = 2542	*

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27	Dealer network or other distribution methods.	We manufactured approximately 60% of all garments we placed in service during fiscal 2023. These garments were primarily work pants and shirts manufactured at three of our plants located in San Luis Potosi, Mexico, one plant located in Managua, Nicaragua, as well as at subcontracted manufacturers that we utilize within our sourcing strategy to balance demand and optimize costs. The balance of the garments used in our programs are purchased from a variety of industry suppliers. While we currently acquire the raw materials with which we produce our garments from a limited number of suppliers, we believe that such materials are generally readily available from other sources. To date, we have experienced limited difficulty in obtaining any of our raw materials or supplies although at certain times, we have sourced raw materials or supplies from alternative sources or experienced costs increases for such raw materials and supplies. Currently, we also manufacture approximately 99% of the mats we place in service at our plant in Cave City, Arkansas. We manufactured approximately 67% of all garments which we placed in service during fiscal 2019. These garments were primarily work pants and shirts manufactured at three of our plants located in San Luis Potosi, Mexico, one plant located in Managua, Nicaragua, as well as at subcontract manufacturers that we utilize to supplement our manufacturing capacity in periods of high demand. The balance of the garments used in our programs are purchased from a variety of industry suppliers. Currently, we also manufacture approximately 97% of the mats we place in service at our plant in Cave City, Arkansas. We note that our three apparel manufacturing plants in Cardenas, Valles and Ebano, Mexico have been awarded ISO 9001:2015 certification by Perry Johnson Registrars, an internationally recognized certifying authority. This ensures that the garments and emblems we design are produced with better quality, greater economy, and shorter response times to our customers. This ISO 9001:2015 certification speaks volumes about our commitment to quality in general and in particular about the quality manufacturing management systems that UniFirst now has in place at these garment manufacturing facilities. The output of these plants is shipped directly to our ISO 9001:2015 certification Distribution Center in Owensboro, KY for subsequent utilization by our customer service centers located throughout North America. This state-of-the-art Owensboro Distribution Center has systems and processes that allow for the incredibly fast delivery of products to our customers. Fast, accurate delivery -- UniFirst has invested over $35 million in the state-of-the-art distribution center in Owensboro Kentucky, designed from the ground-up to support high-volume National Account service requirements. In-stock product can be picked, routed, inspected, packed and shipped within five (5) business days. UniFirst's centralized distribution center in Owensboro, KY is a state-of-the-art facility which improves shipping and labor costs and increases the service level we can provide Sourcewell. With regard to our delivery partners, our preferred freight provider is UPS. UniFirst and UPS have partnered to provide our customers with the fastest delivery timeframe in the industry. Our Distribution Center's strategic locations (90 minutes from UPS's largest U.S. sorting facility), allows for prompt processing at UPS distribution. Additionally, UPS and UniFirst have the UPS entire "first sort" completed by the time each trailer leaves the UniFirst distribution facility. All tracking information is stored with each order placed, and is available for review immediately after shipment. In-house manufacturing, producing millions of garments annually, provides a unique level of vertical integration that not only lowers the cost of uniforms the Company offers through Rental Programs, but also permits the creation of custom-designed garments for image-conscious companies. The latter often affords UniFirst a distinct competitive advantage. UniFirst has excellent geographic coverage for rental programs. We have extensive rental service operations. Our network of over 270 Locations, serve Customers in 44 US States & the majority of Canada (not in HI, MT, ND, SD,WY and AK). For locations where we would not have coverage, we would use our best effort to subcontract to a local service provider. All services provided to all customers with operating locations within UniFirst's rental services area are provided exclusively by UniFirst personnel utilizing UniFirst owned or leased facilities and equipment. For locations that we do not currently service, we will use our best effort to subcontract to a local service provider. We serve over 300,000 customers throughout North America, putting nearly 2 million people in work apparel each business day.

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28	Service force.	476 Service force	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Every delivery day your Member's Route Representative will check with you them to see if there are any new employees to be added to the program. If there are, these additional people will be documented on the invoice. If you they don't want to wait until your their next delivery day, they can call your the local UniFirst office and ask to speak with the Customer Service Rep. The Route Representative will size all new employees (or you they can give their sizes over the phone) and uniforms will be ordered within 24 hours. You They can expect stock garments in standard sizes to arrive on the next delivery day. Non-stock garments or non-standard sizes will take a little longer. For rental uniforms UniFirst does not measure your employees. Rather, we have your employees actually try on the garments, as we have found that this process better ensures proper fit. We have also found that lists, prepared in advance, that detail the employees to be sized, at a given sizing session, and the type and number of garments that each employee is entitled to receive, greatly assists the sizing process.	*

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30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	We believe that effective customer service is the most important element in developing and maintaining our market position. Our commitment to service excellence is reflected throughout our organization. Our route service representatives are the first line of continuing customer contact, who are supported by local customer service representatives, local service management staff and local operations management leaders, all of whom are focused on addressing the ongoing needs of customers, constantly delivering high-value service and pursuing total customer satisfaction. Our proprietary information systems and our support service center enables us to respond to customer inquiries or issues within 24 hours, and our service personnel are specially trained to handle the daily contact work necessary to effectively manage customer relations. We measure the speed and accuracy of our customer service efforts on a weekly basis and, through our “Customers for Life’’ program, we continuously survey, record and report satisfaction levels as a means of evaluating current performance and highlighting areas for improvement. UniFirst’s business hours are 8:00 A.M. to 5:00 P.M. daily local time (holidays and weekends excluded). To ensure Sourcewell and its members will have direct access to National Accounts we will also customize internal communication tools for your Member’s employees. An example of those communications would be a customized 800 phone hotline, email (example: (MEMBER)@unifirst.com) and customized posters on all sites so that local people know who to contact for assistance and how to contact them. Your members experience countless customer interactions every day, so it’s important that all of their team members look their best. As your uniform and facility services provider it’s our job to make that happen. To accomplish this, we take a team approach to servicing your accounts. Your local UniFirst service team consists of the following trained service professionals working on your Member’s account all the time.... *Route Representative . . . they keep the program running smoothly day in and day out. They are responsible for picking up dirty uniforms and delivering clean ones. There’re also empowered to replace worn garments as needed, provide size exchanges and to handle any service issue on the spot. They are in short, the embodiment of UniFirst. *Service Manager . . . Their primary responsibility is to see to it your members are getting everything they need when they need it. *Customer Service Rep . . . available to provide immediate telephone assistance. In addition, this local team is aided by the National Account Service Team. Led by Sourcewell’s dedicated Account Executive (Marcos Branch Marcos_Branch@UniFirst.com), this team is available in the event an issue needs extra attention, or your Member is not satisfied with our local response. Simply use the Service Hotline to communicate the issue. We will work with your Members and our local service team to ensure your Member’s issue is resolved to their satisfaction, quickly and efficiently. UniFirst Contact Information: Local Service Team: Call the local phone number provided on the weekly invoice. Account Executive: Marcos Branch (contact via Hotline) Service Hotline: 877-382-4629 or membernamehotline@unifirst.com If the local service team does not resolve the issue in the time specified, please contact the national account department using the dedicated Hot Line phone number or email.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	UniFirst Corporation is a North American leader in providing customized business uniform programs, facility service products, and first aid and safety services. We operate the largest network of ISO-9001 certified laundry facilities with more than 270 service locations throughout the U.S. and Canada. Specifically, within the US we are present in 44 states excluding HI, MT, ND, SD, WY, and AK.	*

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32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Rental laundry facilities are located across Canada in Montreal, Quebec City, Drummondville, Toronto, London, Ottawa, Scarborough, Fredericton, Lethbridge, Calgary, Edmonton, Reed Deer, Grand Prairie, Saskatoon, Regina, Taber, Medicine Hat, Vancouver, Kelowna, Barrie, Vaughn, Sussex, Dartmouth, and Fort McMurray. UniFirst looks forward to continuing and expanding upon our existing successful relationship with Sourcewell and across Canada.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Specifically, within the US we are present in 44 states excluding HI, MT, ND, SD, WY, and AK. More than 85% of Canada's population can be served from our Canadian facilities.	*
34	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	UniFirst will fully service all Sourcewell participating entity sectors that fall within our service territory. All services provided to all customers with operating locations within UniFirst's rental services area are provided exclusively by UniFirst personnel utilizing UniFirst owned or leased facilities and equipment. For locations that we do not currently service, we will use our best effort to subcontract to a local service provider.	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	For Hawaii and Alaska locations that we do not directly service, we subcontract to local service providers who currently service some of our existing National Account Customers who have other locations outside of these areas. Further discussions are required for participating entities who are solely located in either Hawaii or Alaska. Please note that due to the cost of doing business in Alaska and Hawaii, Subcontractors in these states may charge a minimum of two times the prices quoted above. We will do our best to find a Subcontractor that will honor the program pricing, however actual prices are a function of the product in the program and the Subcontractors local business practices. Any alternative pricing for Alaska and Hawaii will be submitted for your approval prior to subcontracting any of your sites to a third party.	*

Table 7: Marketing Plan

Line Item	Question	Response *	
36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	The goal of the UniFirst marketing program is to create a consistent understanding of our partnership both internally and externally. We leverage multiple channels for communication to get this message across in the most effective and relevant way possible. Our local team members are eager to expand on our existing successful national partnerships because they know how it leads to professional success. Our marketing material is simple and effective and speaks of the relevant concerns of your members and our local team's ability to successfully create partnerships. We are very dexterous in our ability communicate with your members and our local teams. It is the design of our marketing that ultimately creates that facilitates habits and behaviors that are conducive to success. We do this today and have been successfully promoting this opportunity. Please see the attached "Sourcewell sample welcome kit."	*

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37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	UniFirst manages and optimizes its comprehensive internet-based Search Engine Optimization (SEO) and Search Engine Marketing (SEM) prospecting program to maximize UniFirst brand exposure via the web, gain increased website traffic to UniFirst.com, collect more qualified sales leads, and increase closed sale dollars directly related to these efforts. Programs include trackable results, reporting, and analyses, as well as direct ROI information. UniFirst Digital Marketing programs are intended to improve quality and numbers of current sales leads and conversions to new rental sales via UniFirst.com contact forms and call-ins to MRD. The goal is to continually increase related revenues annually, primarily through more targeted efforts and campaigns performed by our Digital Marketing Specialists, increased AdWord-type spends to include target markets/keywords, Shopify pages, and social media advertising. But, over time, the biggest boost we expect will come with the integration of our Marketo/Call Tracking platform and Microsoft Dynamics. This provides additional ROI long-term via more accurate program tracking, as well as email marketing and other ongoing prospect “nurturing” opportunities, like ongoing targeted email campaigns to sales prospects, leading to improved results. UniFirst invests in cutting-edge Digital Marketing technologies to better compete in today’s digital age and to effectively manage, track, and measure accurate ROI on all DM programs. Programs allow us the ability to more effectively run and more accurately report on DM activities, campaign data, testing, appointments, and sales results, as well as call-in leads and all sales leads from website form submissions. The following are some DM technologies that UniFirst currently invests in for both SEO and SEM: Marketo, CallTrackingMetrics (CTM), SEMrush, Web-CEO, SEOmoz, Premium Store Locator (zip code lookup), Google AdWords, Bing Search Ads, Google Remarketing/Retargeting, Social Media Advertising (Facebook, Instagram, Twitter, LinkedIn, etc.), Shopify (online catalogs), ZMags (interactive, flip-catalogs online), Google Reviews, Google Local Search	*
38	In your view, what is Sourcewell’s role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	It's clear that you're focused on the success of this partnership like we are. Your support and buy-in is vital to long term mutually beneficial success. Our ability to coordinate our communication is one that will open many doors for both our organizations on the local level.	*
39	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Yes. For those who prefer to own, UniFirst offers competitive pricing and an extensive workwear selection - as all of our items are available for purchase. Program Requirements: A service agreement would serve the best interest of both parties in the event that special or otherwise non-standard products, that UniFirst would also be expected to place into inventory, are specified. All our uniform rental items are available for your Customers to purchase. You may choose from thousands of UniFirst-manufactured products or other popular brands from trusted names like Landau, Fashion Seal, Dickies, Tri-Mountain & Port Authority. UniFirst can offer a custom e-procurement storefront web site personalized with for your Customer’s graphics and content. Your Customer’s logo can be included to give the feel the web site is an extension of their entity. The custom web site would only offer products and prices defined in the Contracted Offer. Orders can be transacted directly from the e-procurement web site. The e-procurement storefront is full-featured and completely functional with item personalization, order history, product specification, product graphics, purchase/spending limits. Once registration is completed each user would have a unique username and password with settings defining their authorized web site. The custom web storefront would be presented to the individual once logged in. A brief list of e-procurement storefront features and capabilities include: • On-line Registration for the Program by employees via the Storefront. • On-line Order placement by registered employees via the Storefront • On-line Order placement by a purchasing agent on behalf of a group of users. • On-line Order history review by registered employees or by a purchasing agent on behalf of a group of users. • The Program will manage specific products, attributes, and pricing and personalization options for your contracted offer. • Purchase Limits via our Managed Program module. Your Customer’s balances would be loaded here • Tracking and enforcement of pre-defined spending limits at the individual employee level. • Payment methods available are: Accounts receivable (A/R), Credit card, and Individual purchase limit (A/R). • In addition to the products included in the offer, the entire UniFirst product catalog can be accessed, if desired, by a separate registration. • Accessible 24 hours, seven days a week. • On-line display by login showing spend by employee, if applicable. • Estimated Delivery Date	*

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Table 8: Value-Added Attributes

Line Item	Question	Response *
40	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	UniFirst can provide training or instruction for our goods and services through the local Service Centers. At the time of your Member's transition. The Account Executive can help identify further areas that your Members feel may require further instruction. Additionally, they may contact the Customer Service team at the local Service Centers for further assistance. For Rental Programs during implementation, a dedicated account executive will coordinate the time and efforts of our Site General Manager, District Service Manager, Route Sales Representative, Office Services Personnel, & Customer Services Representatives. The account executive will coordinate with your Member's representative to ensure their site managers are informed of the implementation plan the same time UniFirst managers are. We will require the willing participation of a site representative or representatives (perhaps from each functional area . . . defined to mean any area or group that requires individual billing) to attend site installation planning meetings, and a meeting room within your Member's facility suitable for sizing and meeting purposes. Employees will have to be made available for sizing purposes, according to an agreed upon plan and schedule; and ideally Member's should have available pre-prepared forms that detail each employee name (by sizing group), indicating the type and quantity of garments that each individual is entitled to receive. Necessary site permits, if any, will have to be secured and any site orientation sessions, including any safety programs that our employees may be required to attend, will also have to scheduled and coordinated. Visits are planned with each functional group (i.e. plant manager, safety manager, buyer, etc. …) prior to the installation of services. During this visit, our representatives will introduce UniFirst and explain the uniform rental process in detail, being careful to answer any and all questions fully. Orientation pieces entitled "Welcome to UniFirst" will also be left in each functional area. Following installation, repeat visits will be scheduled to ensure that each functional area and each employee fully understands the Member/UniFirst uniform services program. We will have a UniFirst service team of suitably qualified personnel in place to support the supplies and services being offered to the Members. In the implementation and day-to-day servicing of a program, questions and issues can and do come up. The UniFirst service team will be there to support the Members and deal with questions and issues effectively and quickly. Your Member's service team will consist of… • Customer Service Manager . . . His/Her primary responsibility will be to see to it Members are getting everything they need when they need it. • Customer Service Reps . . . Committed to exceeding your Member's expectations. Customer Service Reps are trained service professionals that are empowered to deliver consistent and reliable service every day. If service issues arise our Customer Service Reps will be ready to resolve any problems your Members may have. • Account Executive . . . Provides direction and council to our Customer Service Reps. The Account Executive will coordinate any changes to the established Member's program. In addition, he/she will audit performance and work to ensure that we perform up to your Member's expectations. To assist and guide your Member's team through a Direct Purchase program we can provide them with" • A classroom style training introducing the features of the program. We can review the basic set-up of an account; step-by-step demonstrated the ordering process and walk the user through the final steps in placing the order. One location, one- or two-day training session. • Training is normally done by scheduled conference call with Users accessing their own custom website with practice orders being placed. • Provide documentation to highlight the one... two … three's… of the storefront and the ordering process • Or, if they decide to go it alone their storefront will be designed with an easy to access help feature • Our professionally trained Customer Service Representative are ready to resolve any

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		problems your Member's may have UniFirst can help you design a training program to fit your Member's needs. The portal is guaranteed to be as easy to use as many found on the web today, but there may be questions. We can also provide instruction on how to access the portals for reporting or Direct Purchase programs.
41	Describe any technological advances that your proposed products or services offer.	Our most recent product innovation was a 65/35 shirt fabric weight coverall with knit cuffs, grippers and pocketless added to our line. This product is being tested with great success with a food manufacturer who was looking for a solution to cut costs associated with the most recent donning and doffing regulations. Because this garment is quicker to get in and out of than a traditional shirt and pant, it can save on the amount of time that it takes for your employees to get to the production floor. Another benefit to this garment is that it is .05 less per piece total cost resulting in a significant savings annually. (Quick example on 5,000 employees x .05 x 11 x 52 = $143,000 potential annualized savings). Another side benefit has been employee satisfaction. Employees that work in a hot environment welcome the fact that the pant portion of the coverall is significantly lighter weight than the tradition 65/35 pant fabric. UniFirst believes in continually doing business better: remaining committed to innovative approaches toward our systems and service offerings with the underlying belief that our ability to follow advances in science and technology can only mean greater benefits for our customers, our Team Partners, and our company. Our UniFirst Business Solutions (UBS) system is tablet based route accounting. Route service personnel check-in with customer contacts to get information on new employee uniforms needed, inventory changes, etc., service the account, check back with the customer contact to review the on-line invoice, including corrections. When your site contact signs the screen, all adjustments are already made, and the invoice goes to the cloud. UBS includes garment tracking establishing & maintaining chain of custody. This includes scanning at customer sites, and tracking through the UniFirst laundry facilities. This tracking assures uniform wearers uniforms come back to them from UniFirst every week, it also helps reduce garment loss charge expenditures. UniFirst has long maintained a leadership position in developing and implementing technology for the textile service industry. From our ISO 9001:2015 certified state-of-the-art Distribution Center (325,000 Sq. Ft.), our newly implemented PeopleSoft platforms with deliverable eCommerce solutions via the Internet, to our new CRM system, UniFirst is leading the industry in delivering advanced business solutions. Capital reinvestment in technology for new systems and automated facilities continues to exceed that of our competitors. We welcome the opportunity to host your supplier selection team at any of our operations to further demonstrate the UniFirst difference. The UniFirst fleet of customer delivery and support vehicles follows proper maintenance schedules and all our drivers consistently follow best practices to conserve fuel consumption. We use "Roadnet® Route Optimization," which consolidates routes for increased efficiencies. By driving significantly fewer miles, we're drastically reducing our carbon footprint. This is an ongoing initiative being followed by our delivery vehicles throughout the United States and Canada. The benefit to your Members: We're driving fewer miles each day, keeping costs and emissions down, while delivering the same levels of excellence in service to our customers. * UniFirst also uses electric-powered vans for customer deliveries. The vans, which produce zero emissions, are currently being used in Stratford, CT and Chicago, IL—two densely populated areas that offer the biggest opportunity for UniFirst to make significant reductions in carbon emissions and pollution. UniFirst has developed a National Account Charter with an intensive focus on our most important deliverable…CONSISTANT APPLICATION OF PRODUCTS, SERVICES AND PRICING ACROSS ALL REGIONS OF NORTH AMERICA. To this end, UniFirst has developed a system called NACS . . National Account Customer Setup (NACS). NACS enables us to efficiently communicate your Member's program requirements to each local UniFirst Customer Service Center that will be servicing the Member. We create a customized National Account Customer Profile that details how the Member's account will be serviced. It includes pricing, product as well as all service requirements. NACS allows us to distribute the Customer Profile on a schedule mutually agreed to by the Member and UniFirst. NACS also creates the officially recognized Installation Authorization that tells our local Service Centers to begin the program implementation. It also allows us to track implementation progress to ensure that target dates are met. This carefully orchestrated internal communication is essential to us applying your Member's programs consistently across all of their locations.

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		UniFirst's proprietary bar-coding system provides an accurate pick-up and delivery report to the Client, at the time of product delivery, on a weekly basis. These weekly reports, printed on your premises, detail the number of garments that are picked up for cleaning from, and delivered clean to, a given location or sub location, within a given location. This, in turn, will enable the Client to clearly identify who last had possession of the garments, and thus who is responsible for any loss of the subject garments. UniFirst tracks garments throughout all internal and external processes using advanced laser and digital camera bar code technologies. This proprietary system is ideal to help prevent delivery shortages and secure information better than other scanning methods, including radio frequency (RF) chip systems. And unlike RF tracking, that embeds chips into garments to transmit information, our approach does not transmit data and never compromises wearer comfort or privacy. When your Members participate in a full-service UniFirst uniform program, up-front clothing investments are eliminated. We outfit employees in the clothing of their choice, provide weekly cleaning, garment maintenance, and issue replacements as necessary. We handle all the program administration for your Member's employee uniforms and services, eliminating the worries and headaches. And it's all for one low weekly charge per employee (or per product).
42	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	Environmental Stewardship UniFirst was one of the first in the textile services industry to re-engineer all of its operations to become a "greener" and more environmentally friendly Company. We were also one of the first members of the EPA's Green Lights and Energy Star Buildings programs, which combine business strategies with environmental protection and energy conservation at all corporate facilities. And every single UniFirst laundry production facility uses computerized processing equipment to maximize fuel and energy efficiencies, while minimizing waste. In 1997, UniFirst joined the Laundry Environment Stewardship Program (LaundryESP), an industry initiative with a singular focus to protect the environment. As a result of reworking all routine operational practices, UniFirst (and our industry) achieved and continues to maintain considerable reductions in water and energy usage.* 1. Water use: 12.5 percent reduction. 2. Energy use: 11.8 percent reduction. 3. Pollutants discharged: 40 percent reduction. 4. Peroxide bleaches: 100 percent increase in usage for wash formulas, resulting in less use of chlorine bleaches (which can combine with other chemicals to create non-biodegradable byproducts). 5. Enzyme-based detergents: 57 percent increase (these cleaners are primarily used in food and healthcare textiles; their use reduces the need for higher temperature wash formulas, thereby reducing energy costs). * All data was subject to a quality check by Collier Shannon Scott, Environomics of Bethesda, Maryland and Georgetown Economics (D.C.). From the moment a piece of clothing or other textile product enters one of our processing facilities, every item is carefully sorted and placed into specially designed slings that are tagged as to garment type and soil level. They are then weighed and sent to designated washers that have been pre-programmed — based on the specifics of the load — to use the exact amounts of cleaning agents, water, and cleansing temperatures to maximize processing efficiencies and prevent unnecessary waste. Computerized wash formulas determine the correct water levels and temperatures, what detergents and additives are needed, the length of the wash cycle, and any other additional information that the specific clothing or soil type might require. And when the cleaning cycle is completed, sophisticated computer controls automatically tip and empty washers onto moving conveyors which transfer the laundry to preprogrammed computerized driers. Under these advanced systems, there's little likelihood for human error or accidental waste of resources. We take extraordinary care with all the by-products produced by our laundry operations. Our ongoing investments in water and air treatment technologies help assure that everything we return to the environment is "clean," safe, and nonpolluting. Environmental Sustainability Additional services and benefits that are "typical" services are a testament to how UniFirst is an environmentally friendly company. At UniFirst Corporation, we believe in protecting the environment. That's why we continually focus on sustainability and always strive to become a "greener," more environmentally friendly Company in all aspects of our operations. Whether it's the precise uniform processing procedures we follow to ensure resource conservation and environmental protection, the thoughtful energy-saving practices we use at our 2760 facilities, the careful fleet maintenance and driving procedures we have firmly in place, the manner in which our ancillary services and products are designed and manufactured, or the work uniform and facility services options we provide our customers to help them meet their sustainability goals…all we do consistently takes environmental sustainability into consideration. Our Values From modest beginnings in an eight-stall garage in Boston, MA in 1936, UniFirst has grown to become a billion-dollar industry leader in the Uniform and Textile Services business. In part, our modern-day success story is a result of our following the three Core

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Business Values established by our founder Aldo Croatti. These values, which continue to act as the foundation for our corporate culture, are:
1. CUSTOMER FOCUS — Customer Satisfaction is the best measure of how well we deliver quality. It's our overriding goal and at the center of our "Customers for Life" business philosophy.
2. RESPECT FOR OTHERS — We consistently treat those in our personal and business lives with the same consideration and understanding we wish for ourselves.
3. COMMITMENT TO QUALITY — Evidenced by our constant focus on "doing it right the first time" and our commitment to ISO certifying each of our service operations to ensure quality is the hallmark of all we do.

In order to fulfill our overriding goal for total Customer Satisfaction, UniFirst Team Partners annually pledge to our "10 Essentials of Service."
1. Every Team Partner contributes directly to the Company's image.
2. It's in each of our jobs to handle any Customer requests quickly and address any user problem immediately.
3. We will always strive to fully understand each Customer's needs and aim to deliver service that exceeds their expectations.
4. Every Team Partner is responsible for identifying any defects in our products, processes and work methods, and for making recommendations for improvements.
5. We are ambassadors of the business, both inside and outside of the workplace.
6. We will take pride and care in our personal appearance.
7. Being part of a team means we can count on those around us.
8. There is no dishonor in not having the right answer, only in not acting quickly to seek it out.
9. Mistakes are inevitable. How quickly we correct them and how well we communicate the remedies makes the difference between customers who remain upset and those who come away more loyal than before.
10. We must ultimately create exceptional job stability and continuously increase shareholder value.

In the Office
In 2008, our Information Services Department initiated a project to reduce the number and size of both servers and personal computers. By adopting latest technologies, the initiative reduced electrical costs and lowered the amount of cooling required from air-conditioning units. The project also extends the life of many computers, keeping unwanted waste materials out of recycling bins and landfills. In addition, paper and bottle recycling bins are located throughout all areas of our corporate offices and remote locations. *

Additionally, all 2760 UniFirst facilities are networked by more than 3,000 PCs and we consistently add new technologies that allow for more electronic options with our routine business activities – both internally and externally – thereby significantly reducing overall paper usage.

Route planning and optimization software has saved roughly 1.7 million gallons of fuel annually, which produces nearly 34 million less pounds of CO2 each year.

Uniforms, Work Apparel
Compared to purchasing, renting uniforms saves energy and decreases natural resource consumption (as noted above). Plus, our work garments are built to last longer than store bought apparel, our service programs maintain customer clothing to extend wear life, and our apparel is reused whenever possible. . . thereby resulting in reduced raw textile usage and less waste entering landfills and incinerators.
When appropriate, we also refurbish and transform pre-worn customer apparel into "like new" offerings for garment replacements. And when wear and tear finally takes its toll and the professional image of our customers could become compromised, we look to donate such clothing items to needy organizations in the U.S and abroad — in effect, giving them a "second life."
Our Company manufactures more than half of the shirts and pants used in our rental service programs, and all aspects of the construction consistently keep clothing "longevity" in mind. For instance, our shirt and pant designs use reinforced triangular tacking at the corners of pockets to prevent ripping and tearing that could be caused by repeated contact. Similarly, our fabrics are carefully selected for weight/hand (feel) to withstand constant abrasion, as well as the industrial laundry process. And, although we use more stitches per fabric inch to produce higher quality construction, this additional thread use is more than offset by the extended garment life we achieve. We've also computerized our textile cutting systems to assure minimal waste of fabric and our "modular" assembly construction process maximizes efficiencies and the overall use of resources.
Virtually all of our millions of rental uniforms in service are delivered to customers on recycled wire hangers. Helping to prevent them from simply being tossed into waste bins, UniFirst maintains hanger recycling programs at customer sites. We also recycle such items as wood pallets, paper products, and fluorescent light bulbs wherever possible.
Finally, to ensure that all our processes are operating as efficiently as possible and resources are being conserved, our uniform manufacturing and distribution facilities have earned ISO certification. And we're currently on schedule to have all our laundering service facilities ISO certified as well.
Ancillary Products

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		UniFirst offers a wide variety of environmentally friendly programs in Floorcare and Restroom/Hygiene Services. These products have been designed with environmental sustainability in mind. And when they're included as part of a fully managed service program, they can help our customers earn LEED* points that qualify them for environmental certification by the U.S. Green Building Council. (*Leadership in Energy and Environmental Design, a national benchmark for the design construction and operation of high-performance green buildings.) Floor Mats Our floor mats are 100% PVC free and are specially constructed to capture and hold dirt and moisture from the soles of shoes and to prevent track-off and unnecessary soiling and cleaning of customer facilities. By literally trapping pounds of contaminants, UniFirst mat systems help protect expensive flooring surfaces, ventilation systems, and sensitive electronic equipment — all of which translates into less cleaning and use of chemicals. We manufacture all our floor mats to last for at least five years and recycle our scrap by-products. By comparison, mats purchased at most retail outlets will typically last just one year, thereby adding more vinyl and rubber components to the "waste stream." Microfiber Mop/Wiper Technology Our reusable Microfiber mops and wipers are ultra-light and designed to clean hard surfaces without chemicals and water. The U.S. Environmental Protection Agency (EPA) notes that such products can reduce chemical usage by 95 percent. For soiled surfaces requiring water and cleaning agents, we offer wet mops and towels that feature super absorbent natural fibers that have been treated with antimicrobial agents in order to prevent the growth of mold, mildew, and odor-causing bacteria. The result: one-time, faster, more efficient cleanings. By using these reusable Company products versus disposables, EPA life cycle assessments show that solid waste can be reduced by 210 percent and water usage by as much as 12,590 percent. Hand Towels and Sanitary Tissue Our towel and tissue products are Green Seal and Eco-Logo certified, and manufactured from base paper that is 100 percent recycled. And our portion-control (one-at-a-time) paper dispensing systems are available with both mechanical and electronic touch-free options to help reduce unnecessary waste. Studies have shown that these dispensers reduce paper usage by 25-35 percent, resulting in less landfill dumping and incineration. Soaps and Hand Care Our soap and hand care products are provided by vendor-partner GOJO, a manufacturer of a wide range of "green" and biodegradable hand cleaning/disinfecting products. GOJO's Green Seal and Eco-Logo designated products are specially formulated for use in the types of work environments our Company serves and are available in a variety of touch and non-touch, portion controlled, dispensing options so as to minimize waste Odor Control Systems We offer three environmentally conscious odor control program solutions. Our most popular system, called TCell, contributes to clean and fresh air in a 100% environmentally friendly way. All air freshener delivery systems are 100 percent EPA compliant and refill components are recyclable.	
43	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	UniFirst is a proud member of the U.S. Green Building Council (USGBC) and Laundry Environment Stewardship Program (LaundryESP), is an Energy Star and Green Lights Business Partner, and offers Green Seal and Eco-Logo certified products.	*
44	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	UniFirst does not qualify as Women or Minority Business Entity, Small Business Entity, or veteran owned business.	*

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45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities (customization, personalization, alteration, fitting, and/or sizing)? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities (laundering, cleaning, mending and/or repair services)?	We're highly experienced at sourcing custom garments both domestically and internationally. And our company-owned manufacturing plants give us unique flexibility when it comes to self-producing special items that may be included in large national programs. Custom personalization is a key element in most image apparel programs and UniFirst's extensive experience in both screen printing and embroidery represents an advantage for us as well. We have our own in-house screen printing and operate our own embroidery machinery. In our Owensboro distribution facility UniFirst owns and operates our own embroidery equipment for emblem making and direct embroidery. Our advanced emblem, embroidery, logo, and employee name personalization options keep your employees looking sharp and easily identifiable in your business branded logo apparel. Our in-house graphics staff creates and digitizes scores of new customer personalization designs daily. Software allows us to quickly produce an electronic rendition of any embroidery design or emblem. This gives us greater control over the process of creating and delivering unique customer images through the combination of specially selected clothing and custom-applied design. UniFirst has the industry's largest complement of personalization equipment. Our proprietary personalization workflow software enables us to personalize over 30,000 items every day, and 6,000 emblems per hour. For Direct Purchase: Custom inseam lengths for pants are available at the point of order entry. UniFirst will hem to a specified length prior to shipment of the order. As part of the service offering, UniFirst will accept returns for size exchanges within sixty (60) days of order receipt at no additional charge (i.e. no restocking fees). Freight to ship returned merchandise is paid by the customer unless the return was necessitated by a UniFirst error. Custom sized garments, not in stock, that do not require a "special manufacturing cut" will ship in approximately 14 - 17 business days from the date of order receipt. Custom garments that require a special cut, depending on the particular circumstances at hand, could take up to 12 weeks to procure. For Rental Programs: UniFirst does not measure your employees. Rather, we have your employees actually try on the garments as we have found that this process better ensures proper fit. We have also found that lists, prepared in advance, that detail the employees to be sized, at a given sizing session, and the type and number of garments that each employee is entitled to receive greatly assists the sizing process. With our Change-As-Needed system, uniform garments are regularly replaced on a rotating basis when they reach a point where either appearance or function is compromised. There is no specific schedule, and actual replacements are very much dependent upon the type of garment, the material from which it is manufactured and the nature of its use.	*

Table 9A: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
46	Do your warranties cover all products, parts, and labor?	All Products furnished under the Agreement shall conform to Sourcewell's specifications as set forth in the Agreement and, in all instances will be processed, mended and finished in accordance with the generally accepted standards of the textile rental industry. UniFirst makes no other representations, warranties or conditions, express or implied by law, statutory or otherwise, including, without limitation, the design or condition of the Products, their merchantability or their fitness, capacity or durability for any particular use or purpose, the quality of the Products or workmanship of the Products.	*

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47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Any garment with, tears, rips, holes, excessive staining, or other non-repairable defect incurred while in service or upon termination of the Agreement at a Facility is considered “Damaged.” Damage is in excess of normal wear and tear (which is defined as a gradual thinning of the fabric over time) a garment experiences through normal wash and wear cycles and inhibits the re-issue of the garment to another employee. Additionally, pursuant to contractual language, a garment has been personalized through Direct Embroidery or other customer dictated modification may be considered “Damaged” if the modification inhibits the ability to re-issue the garment. This damage beyond repair category is designed to ensure a balance between the need for a cost-effective solution while maintaining a high level of appearance integrity. Under this criterion, a garment will be deemed as “damaged beyond repair” for any of the following: • Any hole or tear regardless of size • Any single pen mark larger than one- and one-half inch • Any combination of ten or more pen marks • Any garment purposely written on • Any single stain larger than one inch in diameter • Any combination of ten stains or more • Any broken or poorly functioning zipper • Any broken straps or clips or missing snaps • Any bioburden or hazardous material contamination	*

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48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	This is not applicable to an Industrial Landry Program. At the service level, any garment placed into service that was defective in any way, at the time of its installation, would be immediately replaced at no additional charge to your Members. And we take care to inspect every rental garment every time we handle it. Upon pick-up and return to our service center, each garment receives a comprehensive ten-point inspection. This system is backed-up by our wearer communication system which provides a continuous supply of service request tags at your Member's place of business so that any special repair needs can also be flagged by wearers to ensure that they get our immediate attention. UniFirst's exclusive "mend system" provides for a comprehensive ten-point inspection of every garment every time it's processed. This system is backed up by our wearer communication system which provides a continuous supply of service request tags at your place of business so that any special needs can also be flagged by wearers to ensure that they get our immediate attention. For shirts the 10-point inspection examines: • Garment Cleanliness • Wearer Identification Tag • Collar • Shoulder Panel • Emblems and Pockets • Buttons and Front Panel • Underarm and Side Seams • Sleeves • Cuffs and Cuff Buttons • Back Panel For pants the 10-point inspection examines: • Garment Cleanliness • Wearer Identification Tag • Waistband and Belt Loops • Buttons and Fasteners • Zipper • Pockets • Crotch • Side Seams and Inseams • Seat Seam • Hem In general, we believe that the garment should be repaired whenever it is possible to do so, provided its appearance or function is not materially impacted by the repair. This "judgment call" we leave to the discretion of operating staff. Some Customers require that they and they alone approve the retirement from service of any damaged garment. This process remains acceptable to UniFirst. Repairs to individual garments are made so as to ensure the return of the repaired item with the Customer's next weekly delivery. In other words, a damaged garment picked up on Tuesday will be repaired and returned the following Tuesday. Our Change-As-Needed system provides for the automatic replacement of garments before they become so worn as to impact appearance or function. And, unlike many (if not all) of our competitors, UniFirst replaces all garments which wear out as a consequence of normal wear and tear with "new" garments.	*
49	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	This is not applicable to an Industrial Landry Program. UniFirst's exclusive "mend system" provides for a comprehensive ten-point inspection of every garment every time it's processed. This system is backed up by our wearer communication system which provides a continuous supply of service request tags at your place of business so that any special needs can also be flagged by wearers to ensure that they get our immediate attention.	*
50	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Yes.	*

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51	What are your proposed exchange and return programs and policies?	Any garment placed into service that was defective in any way, at the time of its installation, would be immediately replaced at no additional charge to your Members. UniFirst recognizes that not every employee stays the same size over time, so at no charge, we provide for clothing size exchanges whenever necessary.	*
52	Describe any service contract options for the items included in your proposal.	UniFirst offers as an option a Garment Maintenance Program (GMP). The Program involves an additional Weekly charge for each garment that is placed in service and replaces the practice of having ruin charges added to the weekly invoice. The practice of inspecting and reviewing garments on-site with Member Management is thus eliminated and the Weekly or Monthly service invoice remains relatively fixed. This allows Member Management and UniFirst Service teams to focus on providing "World Class" service to our Customers. Lost or unreturned garment fees are not currently covered under such a program. Developing a program for lost garments would be subject to further discussion at the appropriate time.	*

Table 9B: Performance Standards or Guarantees

Describe in detail your performance standards or guarantees, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your performance materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
53	Describe any performance standards or guarantees that apply to your services (product longevity or wear- resistance).	PERFORMANCE GUARANTEE. UNIFIRST GUARANTEES TO DELIVER HIGH-QUALITY SERVICE AT ALL TIMES. All items of Merchandise cleaned, finished, inspected, repaired, and delivered by UniFirst will meet or exceed industry standards, or non-conforming items will be replaced by the next scheduled delivery day at no cost to Customer. Items of rental Merchandise requiring replacement due to normal wear and tear will be replaced at no cost to Customer, save for any applicable personalization and setup charges. Guarantee -- Any rental garment placed into service that was defective in any way, at the time of its installation, would be immediately replaced at no additional charge to you. You will get three dedicated UniFirst professionals always working on your account. There's a dependable Route Service Representative who'll keep your program running smoothly day-in and day-out, a Service Manager whose primary responsibility is to see that you're getting everything you need when you need it, and a helpful local Customer Service Representative who's always ready to provide immediate assistance. Through the efforts of this hard-working team, we guarantee 24-hour response to any problem, question, or request. Evaluating our performance We're always measuring your Member's service and satisfaction levels to ensure that everything lives up to their expectations and our guarantee. That means offering: • Face-to-face goodwill visits with their local Service Manager • Performance Report Card service ratings (99% service satisfaction) • Wearer Satisfaction Survey Cards.	*

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54	Describe any service standards or guarantees that apply to your services (repairs, cleaning turnaround times, etc.).	We invest so much time, effort, and resources into creating and maintaining a service infrastructure that's second to none. It's this commitment that helps us forge long-lasting relationships with our customers. Getting started • Our service commitment to you begins long before any deliveries are made. • Our consultative Customer Needs Analysis (CNA) helps determine the right workwear and ancillary products to meet your needs. • We make recommendations how to best maintain, improve, or establish a new business image for your company in the most cost-effective manner. • We schedule "Try-for-Size" on-site fittings for every rental wearer to ensure a perfect uniform fit. • We thoroughly review all aspects of your new managed program with you prior to our seamless program installation. Always on time, no shortages We guarantee your uniforms and facility service supplies are delivered as expected and on the agreed upon schedule. It's that simple. We also keep extra inventories at your local UniFirst servicing center to help make sure your employees always have what they need, when they need them. When we process your hygienically laundered and finished uniforms, we check them at least four times prior to delivery to be sure you always receive back what is turned in. To help eliminate shortages, we scan or count your garments: 1. Upon pickup at your facility 2. After processing and sorting 3. When loading into delivery truck 4. At delivery back to you 10-point garment inspections Our Automatic Mend System includes a comprehensive, 10-point inspection of every garment every time it's processed. It's how we ensure that needed repairs (or replacements) are taken care of even before you ever have to ask. Learn more about our automatic repairs and replacements. In general, we believe that the garment should be repaired whenever it is possible to do so, provided its appearance or function is not materially impacted by the repair. This "judgment call" we leave to the discretion of the customer. Some Customers require that they and they alone approve the retirement from service of any damaged garment. This process remains acceptable to UniFirst. UniFirst will reinvest a minimum 18% of its garment revenues into free garment upgrades beginning week 53 through the life of our partnership to ensure sustainable safety and quality. Our Change-As-Needed system provides for the automatic replacement of garments before they become so worn as to impact appearance or function. UniFirst is the only company in our industry who takes the additional step of proactively upgrading garments for our customers. Much of what our competitor's bill out as "damage" is the result of worn-out uniforms that have not been replaced. Unlike many (if not all) of our competitors, UniFirst replaces all garments which wear out because of normal wear and tear with "new" garments, UniFirst also recognizes that not every employee stays the same size over time, so we provide for clothing size exchanges whenever necessary. UniFirst recognizes that not every employee stays the same size over time, so we provide clothing size exchanges whenever necessary . . . again at no cost.	*

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Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
55	Describe your payment terms and accepted payment methods.	CUSTOMER agrees to make payments within 30 days of invoice receipt.	*
56	Describe any leasing or financing options available for use by educational or governmental entities.	Depending upon individual needs, some may prefer our Val-U-Lease program. Customers enjoy all of the service, convenience, and benefits of our rental program, with the sole exception of the weekly water-wash service. • Suitability: Best suited for circumstances or situations that involve moderate to high employee turnover rates, coupled with low or light soil environments. • Program Requirements: Same as the Rental Program.	*
57	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	We note that the condition precedent to the delivery of any merchandise and services hereunder is the execution of a corporate textile rental service agreement, which more fully details the expectations of each party, in terms acceptable to each party. We leave for another day the discussion as to the specific requirements of any such agreement, except to note that all such requirements are common to the textile rental services industry in general. Please see the attached redlined MSA on the specific provisions in the RFP and Agreement. All merchandise supplied by UniFirst hereunder will conform to customer's specifications as set forth in the Textile Rental Services Agreement, and in all instances will be processed, mended and finished in accordance with generally accepted standards of the textile rental industry.	*
58	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Yes. Customers can pay weekly invoices using a company credit or P-cared. Our accounts receivable department will apply the weekly invoice amounts to the credit or P-card for each customer location.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	

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59	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	UniFirst evaluates the total potential volume for any particular National Account customer and prices the entire in accordance with our pricing models. Total usage levels are evaluated as part of the pricing, and UniFirst takes this into consideration and leverages the total potential of each account in order to come up with the most competitive rates available. In general, UniFirst provides service quotes to its Customers that represent its very best prices for the projected volume of business and the associated terms and conditions of service, as determined by our review of the RFP documents. This does not mean, however, that we necessarily expect to receive all of this business immediately, or even necessarily within the first year or two of the term of our Agreement, for that matter, as we realize that we frequently are required to await the natural expiration (by their terms) of any pre-existing agreements that our Customer might then have in place with any third-party vendors. As with all things there is at least one exception to this general rule, which would arise in the event that a given Customer elected to award all of its business to two or more preferred vendors, each of whom was then expected to solicit business from each Customer operating location. In this instance, we would downgrade the value of the projected business volumes (raise the bid prices that we initially quoted) and then offer incentives (reduced prices) to be granted upon the attainment of certain specified earned revenue thresholds. The most Customer friendly option is the former, where our very best prices are offered from day one of the Agreement. Once our agreement is finalized our Account Management System ensures that only those products and prices set out in the agreement can be invoiced locally. Consistent application of products and pricing across all of the local Member's operations is guaranteed. All requests for exceptions (additions) to the originally negotiated contract requirements must be processed through predefined channels for approval. All pricing will be developed using the same pricing model used in the original bid effort to incorporate the same volume considerations. Rental Services Include: » Water-wash of Rented Uniforms and Rented Items. Including inspection of all garments during the cleaning process and the pressing (US only), of all garments at no additional cost » Delivery of clean Rented Uniforms and Rented Items, on a stated weekly schedule. » Removal of soiled Ranted Uniforms and Rented Items, on a stated schedule. » Existing garments may be exchanged due to an Employee's changing size requirements at no cost to the Customer, though the emblem and garment preparation charges specified by the agreement will apply. » All Garment repairs needed due to normal wear and tear will be done at no cost to the Customer. » UniFirst will automatically replace garments before they become so worn as to impact either appearance or function. This replacement will be done at no charge to the Customer, though the emblem and garment preparation charges specified by agreement will apply.	*
60	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Sourcewell's program pricing is constant across the nation and therefore the discount/savings varies by market, i.e. savings on the Sourcewell program might be as high as 60-70% in metropolitan markets such as NYC whereas in central Kentucky the savings might only be 20-30%.	*

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61	Describe any quantity or volume discounts or rebate programs that you offer.	A. Rental. UniFirst will pay Sourcewell a new incentives tiered rebate based on growth volumes of the sales to Sourcewell or Sourcewell Members of Products and Services resulting from Sourcewell net of returns and allowances and, with regard to the Products procured hereunder, less applicable delivery charges. With regard to the Services procured hereunder the specified administrative fee will be paid net of any garment preparation, emblem, loss/damage, minimum stop the truck or applicable DEFE (Delivery, Energy, Fuel and Environmental) surcharges. Said administrative fees are to be paid within thirty (30) days after the end of each calendar quarter and commencing on the effective date of this Agreement on the following: Admin fee/rebate: $ 0-$350,000……2% $350,001-$450,000……2.5% $450,001 + …….. 3% B. Direct Sales Pricing will only have 1 tier for best available. Pricing will be Ceiling price so if necessary we can adjust downward based on local pricing needs for a specific account.	*
62	Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “nonstandard options”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.	UniFirst is a full-service provider of textile services, with many of the products being manufactured and much of the services being provided directly by UniFirst. As a part of our continued growth, we have aligned ourselves with several trusted vendor partners whenever we have customer requirements that don't align with our manufacturing core competencies (i.e. Non-Standard Options). All vendor partners must pass through our Vendor Approval process to ensure that they are financially solvent and adhere to all manufacturing best practices and appropriate child/forced labor laws. Our vendor partners have been carefully selected based on product offering breadth, stocking position, and mutual business goals. This is an on-going effort to leverage our influence over these vendor partners in order to better guarantee the quality of services provided by any such vendor to any one of our customers. As an industry leader, UniFirst is able to leverage our size in order to negotiate the most favorable pricing and terms in the industry, a benefit that gets passed on directly to our customers. In situations where our vendor partner's products are used to support our customers, we will issue standard UniFirst (bulk) Purchase Orders for merchandise, on an as necessary basis. These orders will be filled and shipped directly to our distribution center in Owensboro, KY. Our vendor partners will then invoice UniFirst directly for their services. All other services (order administration, pick, pack, ship, customer services and overall program administration and management) will be directly performed by UniFirst personnel, utilizing UniFirst owned equipment and facilities.	*
63	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Please see the attached “Sourcewell Proposal,” for a complete listing of all the associated Service Charges.	*
64	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Rental: The delivery cost is included in the weekly rental rate. Direct Sales: Pricing is quoted F.O.B. Origin, sans applicable sales taxes, with applicable freight and handling charges being prepaid and added to the shipment invoice. • United States - All Purchased Items are shipped via UPS standard ground service from our ISO registered Central Distribution Center in Owensboro, KY, unless instructions to the contrary are specified on the order. • Canada - All Purchased Items are shipped via Canadian Post standard ground service from our Central Distribution Center in Mississauga, ON, unless instructions to the contrary are specified on the order. Expedited shipping (overnight) is available via FedEx or UPS Express. The cost of expedited shipping will be calculated on a case-by-case basis and we will pass along the true cost of shipping.	*

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65	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Due to the cost of doing business in Alaska and Hawaii, subcontractors in these states may charge a minimum of two times the prices quoted above. We will do our best to find a subcontractor that will honor the program pricing, however actual prices are a function of the product in the program and the Subcontractors local business practices. Any alternative pricing for Alaska and Hawaii will be submitted for your approval prior to subcontracting any of your sites to a third party.	*
66	Describe any unique distribution and/or delivery methods or options offered in your proposal.	UniFirst's combination of the full weight of our ISO Certified Distribution Center Capabilities and our National Service Coverage can be brought to bear on the Sourcewell's requirements. Direct Sale and Rental programs are all supported from a merchandise perspective by our Owensboro, KY "state-of-the-art" Distribution Center. This facility has been built with the specific objective of providing the fastest most accurate order turnaround times in the industry and we are confident that this will enhance the UniFirst value proposition for Sourcewell Members. Our proposal represents "Best-in-Class" pricing based upon the Sourcewell estimated contract value and usage. Furthermore, we offer the following value-added services: • ISO Certified Manufacturing and Distribution: UniFirst manufactures and distributes the majority of its garments through a strict process-controlled ISO certified manufacturing and distribution system. This capability allows us to better manage our supply chain and negotiate favorable rates with fabric mills. The ISO Certification ensures that consistently high-quality manufactured garments will be delivered to your Member in a timely manner, through a proven documented distribution system. • Guaranteed rates and charges: Our proprietary Account Management System (AMS Mozart) guarantees only the charges authorized and specified in our service agreement can be invoiced, Only the items of merchandise and/or services specifically authorized in the agreement can be provided to the Member. Items of merchandise and/service not authorized in the enabling service agreement can only be invoiced with prior client approval. • Virtually Unlimited Catalog: By using our partnerships with our long-term vendor partners, our catalog is essentially limitless, Even if a desired garment is not currently manufactured by UniFirst, or featured in our Workwear Direct catalog, by leveraging our relationships with our trusted vendor partners we can guarantee best-in-class pricing and service for any work apparel item. Service excellence is central to our culture, it begins with highly trained Customer Representatives who are fully dedicated to total Customer satisfaction and extends to all the contact personnel in our National Accounts Group who specialize in dealing quickly and efficiently to ensure that the specific service requirements of our National Account Customers are understood and consistently applied by our entire field Customer service centers.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
67	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	Please see the attached Proposal. "Better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments."

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	

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68	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	During the Term, UniFirst will, upon not less than thirty (30) business days prior written request, make available to Sourcewell no more than once per calendar year, at UniFirst's corporate offices, during normal business hours, the invoice reports and/or invoice documents from UniFirst pertaining to all invoices sent by UniFirst and payments made by Sourcewell's Members for all Products and Services procured under this Agreement. Sourcewell may employ an independent auditor or choose to conduct such audit on its own behalf. UniFirst shall have the right to approve the independent auditor, which approval shall not be unreasonably withheld. Upon approval and after the auditor has executed an appropriate confidentiality agreement, UniFirst will permit the auditor to review the relevant UniFirst documents. Sourcewell shall be responsible for paying the auditor's fees. The parties will make every reasonable effort to fairly and equitably resolve discrepancies to the satisfaction of both parties. *
69	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Performance will be measured according to the following standards: A. Uniform Rental Services Your Account Executive will meet with you to discuss and identify continuous improvement targets. We will then create baselines from which we can measure future improvements. The Account Executive will then incorporate these improvement reports into the quarterly program review. Some of the areas we have included in continuous improvement projects for other customers include: 1. On Time Installation: New locations will be installed into Service within eight (8) weeks following the conclusion of Company's employee measurement sessions. The time frame assumes standard garments within normal size ranges as defined in the contract price schedule. The target on-time installation rate for new locations is 98%. 2. Issue Resolution All service-related issues that are communicated to Company will be addressed within 24 hours and Customer will notify Company when the issue is resolved to Customer's satisfaction. Company will utilize its RFCA (Request for Corrective Action) system to track any and all issues. Company will report all service issues and the time it takes to resolve issues to Customer's satisfaction. The following specific service issues may be submitted locally by Customer to Company. Company will address these issues at the local level following standard corrective actions. a. On Time Delivery and Pick Up: A delivery and pick up will be considered on-time if the Merchandise arrives at the relevant locations on the specified delivery day, excluding Holidays, in which event, Company will give timely notice of the Holiday delivery schedule. Late deliveries resulting from a natural disaster, severe weather emergency, or road closures, will be excluded from this measurement. Late deliveries will be recorded in the Company's RFCA system and the appropriate action plan communicated to the Customer's local manager. Performance will then be monitored until Customer's local manager is satisfied that the issue has been corrected. b. Service For New Employees: New employees will receive their garments within one (1) week of the request for standard garments in normal size ranges as defined in the contract price schedule. Instances of new employees not outfitted in one week will be recorded in the Company's RFCA system and the appropriate action plan communicated to the Customer's

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local manager. Performance will then be monitored until Customer's local manager is satisfied that the issue has been corrected.

c. Merchandise Acceptance:
Merchandise will be considered accepted if the Merchandise is properly water-washed, pressed or steam tunneled and has no rips or tears that have not been repaired. If stains cannot be removed the Rented Uniforms or Rented Items, as applicable, the same will be reviewed with Customer's representative to determine responsibility for replacement costs. *

Instances where merchandise is delivered in unacceptable condition will be recorded in the Company's RFCA system and the appropriate action plan communicated to the Customer's local manager. Performance will then be monitored until Customer's local manager is satisfied that the issue has been corrected.

B. Uniform Direct Sale

Order Fulfillment
A minimum of 98% of in-stock inventory will be shipped to Customer within 5 – 7 business days after the order is placed.

2. Order Accuracy
Company will achieve a minimum of 98% order accuracy measured as a function of returned orders.

Total Customer Satisfaction is measured in terms of customer retention rates. At UniFirst, our minimum goal is 95%. All Customer Service Centers are required to do all things necessary to retain a minimum of 95% of their Customers (the "Customers for Life Program"). Again, each Customer Service Center is ranked best to worst and financial incentives are associated with the attainment of this goal.

UniFirst's Route Sales Representatives (RSR's) are paid on delivered revenue at a 7% commission rate. In addition to the commission program all RSR's have a $6000 annual bonus opportunity based primarily on Customer Satisfaction and Customer Retention. The annual bonus opportunity generally represents between 15 and 20 percent of total compensation.

We believe that effective customer service is the most important element in developing and maintaining our market position. Our commitment to service excellence is reflected throughout our organization. Our route sales representatives are the first line of continuing customer contact, who are supported by local customer service representatives, local service management staff and local operations management leaders, all of whom are focused on addressing the ongoing needs of customers, constantly delivering high-value service and pursuing total customer satisfaction. Our proprietary information systems and our support service center enable us to respond to customer inquiries or issues within 24 hours, and our service personnel are specially trained to handle the daily contact work necessary to effectively manage customer relations.

We measure the speed and accuracy of our customer service efforts on a weekly basis and, through our "Customers for Life'' program, we continuously survey, record and report satisfaction levels as a means of evaluating current performance and highlighting areas for improvement.

Every customer is audited a minimum of twice a year to ask specifically about levels of satisfaction, areas where we can improve, and whether or not there are problems which need correcting. This proactive approach lets us uncover issues that might normally remain hidden and surfaces problems we

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		might otherwise not hear about. But it benefits both us and our customers and it's one of the reasons that over 98% of all current customers give us an "completely satisfied" or "satisfied" performance rating.	
70	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	UniFirst will pay Sourcewell a new incentives tiered rebate based on growth volumes of the sales to Sourcewell or Sourcewell Members of Products and Services resulting from Sourcewell net of returns and allowances and, with regard to the Products procured hereunder, less applicable delivery charges. With regard to the Services procured hereunder the specified administrative fee will be paid net of any garment preparation, emblem, loss/damage, minimum stop the truck or applicable DEFE (Delivery, Energy, Fuel and Environmental) surcharges. Said administrative fees are to be paid within thirty (30) days after the end of each calendar quarter and commencing on the effective date of this Agreement on the following: Admin fee/rebate: $ 0-$350,000……2% $350,001-$450,000……2.5% $450,001 + …….. 3%	*

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *	
71	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	We offer apparel products from our UniFirst Family of Brands as well as 100's of our manufacturing and distribution partners. a. Work Apparel i. UniFirst Brands ii. Industrial Uniforms iii. Automotive Apparel iv. Work Shirts v. Work Pants vi. Jeans vii. Shorts viii. Outerwear ix. Flame Resistant Clothing x. High Visibility Workwear xi. Healthcare Uniforms & Apparel xii. Food Service Apparel xiii. ESD & Anti-Static Garments b. Corporate Apparel i. T-Shirts ii. Button Downs iii. Polos iv. Fleece and Sweatshirts v. Outerwear vi. Pants vii. Jeans viii. Shorts ix. Promotional Accessories	*

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72	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Work Apparel UniFirst Brands Industrial Uniforms Work Shirts Work Pants Outerwear Flame Resistant Clothing High Visibility Workwear Healthcare Uniforms & Apparel Food Service Apparel ESD & Anti-Static Garments Uniform Services Uniform Rental Programs Val-U-Lease Program Direct Purchase Programs National Account Programs Facility Services Floor Mat Services • WALK-OFF MATS • SCRAPER MATS • ANTI-FATIGUE MATS • “WET AREA” MATS • MESSAGE & LOGO MATS Floor Mop Services • WET & DRY FLOOR MOPS • MICROFIBER FLOOR MOPS Wiper & Towel Services • SHOP TOWELS • MICROFIBER TOWELS Restroom Services • SOAPS & HAND CARE • HEAVY-DUTY HAND CLEANERS • PAPER TOWELS & SANITARY TISSUE • AIR FRESHENERS • SHAMPOO, SHOWER & BATH Hand Hygiene Services • PURELL HAND SANITIZERS • MEDICAL SOAPS & SURGICAL SCRUBS Cleaning Solution Dispensing Services Safety & PPE • Safety Masks • Ear Plugs • Eyewash Stations • Flame Resistant Clothing • Industrial Safety Gloves • Hard Hats • High Visibility Clothing • Safety Glasses

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Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments	
73	Uniform apparel, uniform accessories, and footwear;	(•) Yes ( ) No	Yes	*
74	Rental and leasing services incidental to the offering of the uniform apparel, uniform accessories, and footwear described in Line 73 above;	(•) Yes ( ) No	Yes	*
75	Customization, personalization, alteration, fitting, and sizing services incidental to the offering of the uniform apparel, uniform accessories, and footwear described in Line 73 above;	(•) Yes ( ) No	Yes	*
76	Laundry, cleaning, mending, and repair services incidental to the offering of the uniform apparel, uniform accessories, and footwear described in Line 73 above; and,	(•) Yes ( ) No	Yes	*
77	Incidental offering of facility supplies and related services such as, floor mats, mops, cleaning supplies, first-aid supplies, and related items to the extent they are complementary to the offering of the uniform apparel, uniform accessories, and footwear described in Line 73 above.	(•) Yes ( ) No	Yes	*

Table 15: Exceptions to Terms, Conditions, or Specifications Form

Line Item 78. **NOTICE**: To identify any exception, or to request any modification, to Sourcewell standard Contract terms, conditions, or specifications, a Proposer must submit the proposed exception(s) or requested modification(s) via redline in the Contract Template provided in the “Bid Documents” section. Proposer must upload the redline in the “Requested Exceptions” upload field. All exceptions and/or proposed modifications are subject to review and approval by Sourcewell and will not automatically be included in the Contract.

Do you have exceptions or modifications to propose?	Acknowledgement *
	(•) Yes ( ) No

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as “Marketing Plan.”

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- Pricing - NATIONAL ACCOUNT PROPOSAL FOR Sourcewell 1.11.24.docx - Thursday January 11, 2024 08:29:52
- Financial Strength and Stability - 12. UniFirst Quarterly Report or the quarterly period ended November 25, 2023 .docx - Wednesday January 10, 2024 14:11:40
- Marketing Plan/Samples - Sourcewell sample welcome kit.pdf - Wednesday January 10, 2024 14:12:25
- WMBE/MBE/SBE or Related Certificates (optional)
- Warranty Information (optional)
- Standard Transaction Document Samples (optional)
- Requested Exceptions - Sourcewell RFP #011124 - Qualifying Comments - January 2024.docx - Wednesday January 10, 2024 14:10:27
- Upload Additional Document (optional)

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Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.

3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor’s objectivity in performing the contract is, or might be, impaired.

5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.

6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.

7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.

8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.

9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

11. Proposer its employees, agents, and subcontractors are not:
    1. Included on the “Specially Designated Nationals and Blocked Persons” list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;

    2. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or

    3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

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by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - David Katz, Executive Vice President, Sales & Marketing, UniFirst Corporation

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

○ **Yes** ◉ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum"** below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_4_Uniforms_with_Related_Products_and_Services_RFP_011124 Mon December 18 2023 03:08 PM	☑	2
Addendum_3_Uniforms_with_Related_Products_and_Services_RFP_011124.pdf Thu December 14 2023 02:18 PM	☑	3
Addendum_2_Uniforms_with_Related_Products_and_Services_RFP_011124 Tue December 12 2023 01:10 PM	☑	1
Addendum_1_Uniforms_with_Related_Products_and_Services_RFP_011124 Mon November 20 2023 04:35 PM	☑	2

RESOLUTION NO. 2024-375

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, AWARDING A BID AND AUTHORIZING A COOPERATIVE PURCHASING AGREEMENT WITH UNIFIRST CORPORATION FOR UNIFORM AND FACILITY PRODUCTS RENTAL THROUGH SOURCEWELL CONTRACT #011124-UFC FOR A ONE-YEAR TERM WITH THE OPTION TO RENEW FOR UP TO FOUR ADDITIONAL ONE-YEAR TERMS IN AN ESTIMATED CONTRACT AMOUNT NOT TO EXCEED $86,200.00 OVER THE FIVE YEARS, SUBJECT TO THE EXERCISE OF CONTRACT RENEWALS AND CITY COUNCIL APPROPRIATION; AND, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, it is necessary to procure uniform rental and laundering services for Duncanville personnel; and

WHEREAS, the City of Duncanville has entered into an Interlocal Cooperative Purchasing Agreement with Sourcewell; and

WHEREAS, Sourcewell has taken sealed proposals for Uniforms with Related Products and Services, and a contract was awarded to UniFirst Corporation; and

WHEREAS, the City Council of Duncanville, Texas, desires to award a bid and authorize a cooperative purchasing agreement with UniFirst Corporation for uniform and facility product rental through Sourcewell Contract #011124-UFC for a one-year term with the option to renew for up to four additional one-year terms in an estimated contract amount not to exceed $86,200.00 over the five years, subject to the exercise of contract renewal and City Council appropriation.

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

SECTION 1. The City Council of Duncanville, Texas, hereby awards a bid and authorizes a cooperative purchasing agreement with UniFirst Corporation for uniform and facility product rental through Sourcewell Contract #011124 for a one-year term with the option to renew for up to four additional one-year terms in an estimated contract amount not to exceed $86,200.00 over the five years, subject to the exercise of contract renewal and City Council appropriation.

SECTION 2. This Resolution shall become effective immediately upon its passage.

DULY RESOLVED AND ADOPTED by the City Council of the City of Duncanville, Texas, on the 3rd day of December, 2024.

APPROVED:

_____

Greg Contreras, Mayor

ATTEST:

_____

Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

_____

Robert E. Hager, City Attorney

STAFF REPORT

MEETING: City Council - 03 Dec 2024

TITLE:
Consider a Resolution authorizing a month to month agreement with McCreary, Veselka, Bragg, and Allen, P.C (MVBA) for the continuance of collection services for Municipal Court while proposals can be solicited for those services during FY2025.

Vision Statement:

"Duncanville, a City of Champions, is a safe, vibrant, diverse community committed to excellence in education, business, and good governance."

Pillar:

- **Emphasize: Government Accountability, Customer Service, Efficiency and Process Improvement**
  - **Develop a high performing organization that encourages innovation, transparency, and collaboration while delivering exceptional customer service.**

STAFF RESPONSIBLE:
Richard Jackson, Managing Director of Fiscal Services / CFO

BACKGROUND/HISTORY:
The City of Duncanville has contracted with McCreary, Veselka, Bragg, and Allen, P.C (MVBA) for the purpose of collection services with the Municip[al Court since 2013. The relationship history with MVBA has been a good one since the beginning. The existing agreement with MVBA has expired and a new agreement is needed. Based on the length of time the City has been working with the vendor, we feel it to be both necessary and best practice to solicit competitive proposals for collection services to ensure we are getting the best value for our needs. This request is to authorize the City Manager to enter into a month-to-month agreement with MVBA so proposals can be solicited during FY 2025.

POLICY EXPLANATION:
The month-to month agreement will serve as an extension or continuation of those contractual provisions, attachments, assurances that have been previously agreed to. The prior terms and conditions shall remain unchanged. Because the proposed agreement is month to month, if the decision is made to select another vendor, the City can transition at a designated time without any penalty.

FUNDING SOURCE:

ORG and Object Number
N/A

Available Budget	Purchase Amount	After Encumber
$0.00	$0.00	$0.00

ACTION ALTERNATIVES:

1. Authorize the execution a month-to month agreement with MVBA.
2. Do not authorize the execution a month-to month agreement with MVBA.
3. Other actions as directed by Council.

ATTACHMENTS:
Resolution No. - 2024-386 - MVBA Agreement - Pdf

RESOLUTION NO. 2024-386

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, AUTHORIZING A MOINTH-TO-MONTH AGREEMENT WITH MCCREARY, VESELKA, BRAGG, AND ALLEN, P.C. (MVBA); AND, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council for the City of Duncanville, Texas desires to enter into an Agreement with MVBA for collections services with the Municipal Court; and

WHEREAS, this agreement will be on a month-to-month basis to allow for the opportunity of requesting and submitting competitive proposals for said services; and

WHEREAS, the City desires to ensure it is receiving the best value for the services it is receiving

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

SECTION 1. The Council of the City of Duncanville hereby authorizes the City Manager to enter into a month-to-month agreement with McCreary, Veselka, Bragg, and Allen, P.C. (MVBA), with a copy of said agreement attached hereto.

SECTION 2. This Resolution shall take effect immediately from and after its passage, and it is accordingly so resolved.

DULY RESOLVED AND ADOPTED by the City Council of the City of Duncanville, Texas, on the 3rd day of December, 2024.

APPROVED:

_____

Greg Contreras, Mayor

ATTEST:

_____

Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

_____

Robert E. Hager, City Attorney

CONTRACT FOR COLLECTION
OF
DELINQUENT MUNICIPAL COURT FINES AND FEES

STATE OF TEXAS §
§
COUNTY OF DALLAS §

THIS CONTRACT is made and entered into by and between the **CITY OF DUNCANVILLE, TEXAS**, acting herein by and through its governing body, hereinafter styled, "**City**", and **McCREARY, VESELKA, BRAGG AND ALLEN, P.C.**, hereinafter styled "**MVBA**".

I.

The City agrees to retain and does hereby retain MVBA to provide specific legal services provided herein and enforce the collection of delinquent municipal court fines, fees, court costs, restitution, debts and accounts receivable and other amounts in accordance with Article 103.0031, Texas Code of Criminal Procedure (hereinafter referred to in the agreement as "Fines and Fees") pursuant to the terms and conditions described herein. Legal services shall include but not be limited to recommendations and legal advice to the City to take legal enforcement action; representing the City in any dispute or legal challenge to authority to collect such court fees and fines; defending the City in litigation or challenges of its collection authority; and representing the City in collection interests in bankruptcy matters as determined by MVBA or the City. The City further authorizes MVBA to execute all legal documents that are reasonably necessary to pursue collection of the City's claims in connection with the collection of fines and fees that are subject to this contract. This contract supersedes all prior oral and written contracts between the parties regarding court fees and fines, and can only be amended if done so in writing and signed by all parties. Furthermore, this contract cannot be transferred or assigned by either party without the written consent of all parties.

II.

For purposes of this contract all Fines and Fees shall be referred to MVBA when determined to be delinquent as provided for in Article 103.0031, Code of Criminal Procedure.

At least once each month on a date or dates agreed upon by the parties, the City will provide MVBA with copies of, or access to, the information and documentation necessary to collect the Fines and Fees that are subject to this contract. The City shall furnish the information to MVBA by electronic transmission or magnetic medium.

III.

MVBA shall forward to the City all cashier's checks or money orders received by MVBA made payable to the City and any correspondence from defendants. Cashier's checks or money orders received by MVBA which are made payable to MVBA will be deposited daily into the MVBA Trust Account. MVBA may collect the amount due from the defendant by credit card or electronic draft which funds shall be deposited into the MVBA Trust Account. MVBA shall remit to the City, weekly, all funds deposited into the MVBA Trust Account, along with an invoice detailing the docket number, name of defendant, amount paid by the defendant to MVBA or directly to the City and the MVBA fee percentage and fees earned for each case. The remittance from MVBA to the City shall include the fees earned by MVBA on the fines and fees collected. The City shall be responsible for the posting to the records of the City the payment of all fines and fees and accounts receivable collected pursuant to this contract.

IV.

MVBA shall indemnify and hold the City harmless from and against all liabilities, losses and/or costs arising from claims for damages, or suits for losses or damages, including reasonable costs and attorney's fees, which may arise as a result of MVBA's performance of the services described in this Contract. The indemnity provision of this Contract shall have no application to any claim or demand which results from the sole negligence or fault of the City, its officers, agents, employees or contractors. And furthermore, in the event of joint and/or shared negligence or fault of the City and MVBA, responsibility and indemnity, if any, shall be apportioned in accordance with Texas law and without waiving any defenses of either party. The provisions of this paragraph are intended for the sole benefit of the parties hereto and are not intended to create or grant any right, contractual or otherwise, to any other persons or entities.

V.

For the collection of Fines and Fees, the City agrees to pay to MVBA, as compensation for the legal services rendered the following fees:

1. For those Fines and Fees imposed against Unadjudicated Offenses that occurred before June 18, 2003, there is no fee due (0%) MVBA on the amount collected by the Court on those cases.

2. For those Fines and Fees imposed against Adjudicated Offenses regardless of the date of the offense, and against Unadjudicated Offenses that occurred on or after June 18, 2003, a fee of thirty percent (30%) of the amount of the Fines and Fees collected by the Court as provided by Article 103.0031 of the Code of Criminal Procedure.

3. In the event any case is disposed of by acquittal or dismissal, or if the fine, costs and/or fees are discharged through performance of community service, credit for jail time served, the discretionary removal of a collection fee by the Court or pursuant to §45.0491 of the Code of Criminal Procedure, no compensation shall be paid to MVBA by the City.

All compensation due to MVBA shall become the property of MVBA at the time of payment of the fines and fees by the defendant. The City shall pay to MVBA said compensation on a monthly basis by check.

VI.

The City recognizes and acknowledges that MVBA owns all right, title and interest in certain proprietary software that MVBA may utilize in conjunction with performing the services provided in the contract. The City agrees and hereby grants to MVBA the right to use and incorporate any information provided by the City ("case or defendant information") to update the databases in this proprietary software, and, notwithstanding that the case or defendant information has been or shall be used to update the databases in this proprietary software, further stipulates and agrees that the City shall have no rights or ownership whatsoever in and to the software or the data contained therein, except that the City shall be entitled to obtain a copy of such data that directly relates to the City's accounts at any time.

MVBA agrees that it will not share or disclose any specific confidential case or defendant information with any other company, individual, organization or agency, without the prior written consent of the City, except as may be required by law or where such information is otherwise publicly available. It is agreed that MVBA shall have the right to use case or defendant information for internal analysis, improving the proprietary software and database, and generating aggregate data and statistics that may inherently contain case and defendant information. These aggregate statistics are owned solely by MVBA and will generally be used internally, but may be shared with MVBA's affiliates, partners or other third parties for purposes of improving MVBA's software and services.

MVBA reserves the right to return to the City all accounts not collected within one (1) year of referral by the City, or identified as being in bankruptcy. Upon return of these accounts, neither party will have any obligation to the other party to this contract.

VII.

The initial term of this contract is **thirty (30) days, beginning on the first day of the month following the execution of this contract by both parties,** and shall automatically renew on the anniversary date and continue in full force and effect thereafter from month to month for additional thirty day periods on the same terms and conditions unless either party delivers written "Notice of Termination of Contract" to the other party of its intent to terminate this contract, at least, thirty (30) days prior to each anniversary date of this contract.

In the event that the City terminates this contract, MVBA shall be entitled to continue its collection activity on all accounts previously referred to MVBA for six (6) months from the date of receipt of the "Notice of Termination of Contract" and to payment of its fee, pursuant to Paragraph V of this contract for all amounts collected on accounts referred to MVBA. The City may, at its discretion, refer additional accounts to MVBA after notice of termination has been received by MVBA. At the end of the six (6) month period, all accounts shall be returned to the City by MVBA.

Interlocal Agreement

MVBA agrees to extend prices and terms to all entities or other political subdivisions or municipalities who have entered or will enter joint purchasing interlocal cooperation agreement(s) with the City.

VIII.

For purposes of sending notice under the term of this contract, all notices from the City shall be sent to MVBA by certified United States mail to the following address:

McCreary, Veselka, Bragg & Allen, P.C.
Attention: Matthew Tepper
P.O. Box 1310
Round Rock, Texas 78680-1310

or delivered by hand or by courier, and addressed to: 700 Jeffrey Way, Suite 100, Round Rock, Texas 78664-2425. All notices to the City shall be sent by certified United States mail or delivered by hand or courier, to the following address:

City of Duncanville, Texas
Attention: City Manager
203 E. Wheatland
Duncanville, Texas 75116

IX.

This contract is made and is to be interpreted under the laws of the State of Texas. Exclusive venue for any action, lawsuit, claim, dispute or another legal proceeding concerning or arising out of this contract shall be in Dallas County, Texas.

In the event that any provision(s) of this contract shall for any reason be held invalid or unenforceable, the invalidity or unenforceability of that provision(s) shall not affect any other provision(s) of this contract, and it shall further be construed as if the invalid or unenforceable provision(s) had never been a part of this contract.

Every provision of this Contract is intended to be severable. If any term or provision of this Contract is deemed to be invalid, void, or unenforceable for any reason by a District Court, to the extent possible such invalidity or unenforceability shall not affect the validity of the remainder of this Contract, it being intended that such remaining provisions shall be construed in a manner most closely approximating the intention of the Parties with respect to the invalid, void, or unenforceable provision or part thereof.

In accordance with the requirements of Chapter 2271, Texas Government Code, the signatory executing this Contract on behalf of MVBA does hereby verify that MVBA does not boycott Israel and will not boycott Israel during the term of this Contract. In accordance with the requirements of Chapter 2274, Texas Government Code, the signatory executing this Contract on behalf of MVBA does hereby verify that MVBA 1) does not and will not boycott energy companies and will not boycott energy companies during the term of this Contract, and 2) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, and will not discriminate during the term of the Contract against a firearm entity or firearm trade association.

X.

In consideration of the terms and compensation herein stated, MVBA hereby agrees to undertake the performance of said contract as set forth above.

The City has authorized by order heretofore passed and duly recorded in its minutes the chief executive officer to execute this contract.

This contract may be executed in any number of counterparts, and each counterpart shall be deemed an original for all purposes. Signed facsimiles shall be binding and enforceable.

WITNESS the signatures of all parties hereto this, the ____ day of _____, A.D. 2024.

CITY OF DUNCANVILLE, TEXAS

_____,
City Manager

McCREARY, VESELKA, BRAGG & ALLEN, P.C.

_____
Matthew Tepper
Shareholder

STAFF REPORT

MEETING: City Council - 03 Dec 2024

TITLE:
Consider a resolution casting the City of Duncanville's 15 votes for a member of the Board of Directors of the Dallas Central Appraisal District.

Vision Statement:

"Duncanville, a City of Champions, is a safe, vibrant, diverse community committed to excellence in education, business, and good governance."

STAFF RESPONSIBLE:
David Kees, Interim Assistant City Manager - Community

BACKGROUND/HISTORY:
The City of Duncanville is entitled to cast 15 votes in the election for the Dallas Central Appraisal District (DCAD) Board of Directors. The City Council has received nominations for candidates to represent the City on the DCAD Board. The Council now must decide how to allocate the City's 15 votes among the nominees.

POLICY EXPLANATION:
The following candidates were nominated by the City Council for the DCAD Board of Directors. The number beside each candidate's name represents the number of Councilmembers who nominated them.

- **Cassandra Phillips** – 5
- **Clyde Hairston, Jr.** – 5
- **Beth Nunneley** – 1
- **Pauline Medrano** – 1
- **Debra North** – 1 (Note: Debra North has withdrawn her nomination)

The Council may cast all 15 of the City's votes for one candidate, or apportion the 15 votes between the candidates. Because of the structure of the DCAD election and how votes are apportioned to the taxing entities, the most effective allotment of Duncanville's votes is to cast all 15 for one candidate.

FUNDING SOURCE:

ORG and Object Number
N/A

Available Budget	**Purchase Amount**	**After Encumber**

N/A	N/A	N/A

ACTION ALTERNATIVES:

1. Do not cast the City's 15 votes.
2. Cast the City's 15 votes for candidates that are on the ballot but were not nominated by Council for consideration.

ATTACHMENTS:

Resolution No. - 2024-331 - DCAD Board of Directors

RESOLUTION NO. 2024-382

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, CASTING ITS VOTE FOR A MEMBER OF THE BOARD OF DIRECTORS OF THE DALLAS CENTRAL APPRAISAL DISTRICT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Chief Appraiser has provided the participating taxing units eligible to vote the nominees for the Appraisal District Board of Directors in accordance with the Texas Property Tax Code;

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

SECTION 1. The City Council of the City of Duncanville does hereby cast its votes in accordance with the attached ballot, for a member of the Board of Directors of the Dallas Central Appraisal District.

SECTION 2. That this Resolution shall become effective immediately from and after its passage.

DULY RESOLVED AND ADOPTED by the City Council of the City of Duncanville, Texas, on the 3rd day of December, 2024.

APPROVED:

_____

Greg Contreras, Mayor

ATTEST:

_____

Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

_____

Robert E. Hager, City Attorney

Dallas Central Appriaisal District Offical Ballot
Election of Members to the Board of Directors

Below are the candidates for appointment to the five (5) voting positions on the Board, listed alphabetically. Please indicate your taxing unit's vote(s) by entering the number of votes to the right of the candidate(s) of choice.

Nominees	Votes
Kevin Carbo, Sr.	
Brett Franks	
Clyde C. Hairston	
Beth Nunneley Mazziotta	
Pauline Medrano	
Dan Micciche	
Carma R. Morgan	
Elishima Myles	
Debra North	
Demarcus Odom	
Larry Offutt	
William David Palmer	
Cassandra Phillips	
Yemi Salau	
Camile White	

Submit this official ballot before December 15, 2024, to Chief Appraiser, Shane Docherty, via email DcadElections@dcad.org and mail a hardcopy to Shane Docherty, Executive Director/Chief Appraiser, 2949 N. Stemmons Fwy., Dallas, Texas 75247.

Attach this ballot to the resolution passed by your taxing unit authorizing the taxing unit vote.

STAFF REPORT

MEETING: City Council - 03 Dec 2024

TITLE:
Consider a resolution approving a contract with Hunden Partners for a feasibility analysis of the duncanville fieldhouse, facilitating a request for proposals for third-party operations, and authorizing Hunden Partners to provide a review of third-party proposals received through the RFP process, and authorizing an expenditure of hotel occupancy funds in an amount not to exceed $140,000.00.

Vision Statement:

"Duncanville, a City of Champions, is a safe, vibrant, diverse community committed to excellence in education, business, and good governance."

Pillar:

- **Emphasize: Government Accountability, Customer Service, Efficiency and Process Improvement**
  - **Develop a high performing organization that encourages innovation, transparency, and collaboration while delivering exceptional customer service.**

STAFF RESPONSIBLE:
David Kees, Interim Assistant City Manager - Community

BACKGROUND/HISTORY:

The Duncanville Fieldhouse is a key community asset designed to host a variety of events, including sports tournaments, community programs, and other public gatherings. To ensure the long-term success and viability of the facility, the City of Duncanville is exploring the cost/benefit of engaging a third-party operator to manage and operate the facility.

The City is seeking a qualified firm to conduct a thorough feasibility analysis of the Fieldhouse, determine the most effective management structure, and facilitate an RFP process to select a third-party operator. Additionally, the City desires that the firm review the third-party proposals and provide a detailed analysis of the best options for managing the Fieldhouse.

To accomplish this, staff has identified Hunden Partners, a well-respected consulting firm with expertise in market feasibility, economic analysis, and real estate advisory services, as the ideal candidate to undertake these tasks. The services performed by Hunden Partners will allow the City to make informed choices about future improvements to the Fieldhouse to increase tourism and hotel stays in the City.

POLICY EXPLANATION:
PROPOSED SCOPE OF SERVICES:

Hunden Partners will be tasked with the following services:

1. **Feasibility Analysis:**
   Conduct a detailed analysis to assess the operational, financial, and market viability of the Duncanville Fieldhouse, including the identification of potential revenue streams, operating costs, and demand projections for various events and activities.
2. **Request for Proposals (RFP) Facilitation:**
   Develop, advertise, and manage a competitive RFP process for selecting a third-party operator for the Fieldhouse. This will involve coordinating with potential operators, addressing inquiries, and ensuring that all proposals meet the City's requirements.
3. **Review of Third-Party Proposals:**
   Evaluate and provide a detailed analysis of the third-party proposals received through the RFP process. This review will include an assessment of each proposal's feasibility, financial projections, and alignment with the City's goals for the Fieldhouse.

BENEFITS:

The approval of this contract with Hunden Partners will provide the following benefits to the City of Duncanville:

- **Expert Analysis and Insight:** Hunden Partners will provide a professional, objective, and data-driven feasibility analysis that will guide the City in making informed decisions about the future of the Fieldhouse.
- **Streamlined RFP Process:** The facilitation of a well-managed and transparent RFP process will ensure that the City selects the most qualified third-party operator for the Fieldhouse, one that is best suited to meet the community's needs.
- **Informed Decision-Making:** By having Hunden Partners review the third-party proposals, the City will receive expert guidance in selecting the optimal operator for the Fieldhouse, ensuring the long-term success and sustainability of the facility.

The total expenditure for the feasibility analysis, RFP process, and review of proposals is $128,800. Additional costs such as travel and negotiations with third parties are not included, but the inclusion of those costs is not expected cause the agreement with Hunden to exceed $140,000.00.

FUNDING SOURCE:

ORG and Object Number
10011000 (Convention and Visitors Bureau) - 700450 (Contractual Services)

Available Budget	**Purchase Amount**	**After Encumber**
160,274.89	$140,000.00	$20,274.89

ACTION ALTERNATIVES:
1. Approve only a portion of the agreement.
2. Do not approve the agreement.

3. Other actions as directed by Council.

ATTACHMENTS:
Resolution No. - 2024-383 - Hunden Parters Agreement

RESOLUTION NO. 2024-383

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, APPROVING A CONTRACT WITH HUNDEN PARTNERS FOR A FEASIBILITY ANALYSIS OF THE DUNCANVILLE FIELDHOUSE, FACILITATING A REQUEST FOR PROPOSALS (RFP) FOR THIRD-PARTY OPERATIONS, AND AUTHORIZING HUNDEN PARTNERS TO PROVIDE A REVIEW OF THIRD-PARTY PROPOSALS RECEIVED THROUGH THE RFP PROCESS; AUTHORIZING AN EXPENDITURE OF HOTEL OCCUPANCY FUNDS IN AN AMOUNT NOT TO EXCEED $140,000.00; AND, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Duncanville is committed to the continued growth and development of the Duncanville Fieldhouse as a community asset; and

WHEREAS, the City desires to obtain a comprehensive feasibility analysis of the Duncanville Fieldhouse, facilitate a Request for Proposals (RFP) for third-party operations, and review the third-party proposals received to ensure that the City's goals for the facility are met; and

WHEREAS, the City has identified Hunden Partners as a qualified firm to perform the services required for this feasibility analysis, RFP facilitation, and proposal review; and

WHEREAS, the City Council of Duncanville has reviewed and considers it in the best interest of the City to approve a contract with Hunden Partners for the purpose of performing the services outlined herein; and

WHEREAS, the services by Hunden Partners will allow the City to make informed decisions about improvements to the Fieldhouse to increase tourism and hotel stays in the City;

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

SECTION 1: The City Council hereby approves a contract with Hunden Partners, attached hereto as "Exhibit A," for the following services:

1. A feasibility analysis of the Duncanville Fieldhouse;
2. Facilitation of a Request for Proposals process for third-party operations of the Duncanville Fieldhouse; and
3. A review of third-party proposals received through the RFP process.

SECTION 2. The City Council authorizes an expenditure from Hotel Occupancy Funds for the contract with Hunden Partners, not to exceed $140,000.00, to cover the costs associated with the feasibility analysis, RFP facilitation, review of third-party proposals, and negotiations with the selected management firm.

SECTION 3. The City Manager is authorized to execute the contract with Hunden Partners, and any necessary documents, and take such further actions as may be required to implement the terms of the contract.

SECTION 4. This resolution shall take effect immediately upon its passage and approval.

DULY RESOLVED AND ADOPTED by the City Council of the City of Duncanville, Texas, on the 3rd day of December, 2024.

APPROVED:

_____

Greg Contreras, Mayor

ATTEST:

_____

Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

_____

Robert E. Hager, City Attorney

Exhibit A

Duncanville Fieldhouse Market and Financial Feasibility Study

To: The City of Duncanville
David Kees, Interim Assistant City Manager - Community
203 E. Wheatland Road
Duncanville, TX 75116
David.kees@duncanvilletx.gov

From: Rob Hunden, CEO
Hunden Partners
213 W Institute Place, Suite 707
Chicago, IL 60610
rob@hunden.com

Date: November 25, 2024

Hunden Partners is pleased to submit the following scope of work to the City of Duncanville (City or Client) to perform a market demand, financial feasibility and economic impact study for the optimization and/or expansion of the Duncanville Fieldhouse (Fieldhouse or Project) in Duncanville, Texas.

The Duncanville Fieldhouse was originally built as the home of the Dallas Stars hockey rink, and has since been converted into its current operation and programming for eight basketball courts that bring approximately 400,000 annual visitors. The Client is now interested in optimizing the Fieldhouse and exploring the opportunity to solicit a private operations and management partner to run the facility. Hunden Partners is prepared to complete a market, financial feasibility and economic impact study to determine the optimal recommendations for future facility optimization and possible expansion, as well as act as the City's advisory partner through the management company solicitation process and negotiations.

This scope of work details our methodology for the first phase of work, the market and financial feasibility study. Hunden will prepare a separate scope of work and agreement for the solicitation process advisory services at the appropriate time.

Exhibit A

hunden partners

Scope of Work

Hunden's work plan is proposed to be organized as follows:

- Task 1 – Kickoff, Project Orientation, and Interviews
- Task 2 – Economic, Demographic and Tourism Analysis
- Task 3 – Duncanville Fieldhouse Historical Performance Analysis
- Task 4 – Local and Regional Indoor Sports Market Analysis
- Task 5 – Tournament Opportunity Analysis
- Task 6 – Case Studies and Best Practices
- Task 7 – Support Amenities Analysis
- Task 8 – Recommendations
- Task 9 – Demand and Financial Projections
- Task 10 – Economic, Fiscal and Employment Impact Analysis

Optional Future Phase: Management Selection Services

- Task 1 – Promotion of Duncanville Fieldhouse Opportunity
- Task 2 – Process Kickoff and Orientation
- Task 3 – Creation and Issuance of RFP Document
- Task 4 – Management of Solicitation Process; Site Visit; Q&A
- Task 5 – Review of RFP Submittals, Interviews and Rankings
- Task 6 – Agreement Negotiations and Ongoing Advisory (billed hourly)

Task 1: Kickoff, Project Orientation and Interviews

The kickoff will be attended by members of the Hunden team and the Client to confirm the goals of the study and other contextual issues related to the Project. Hunden will:

- Obtain information and data from the City of Duncanville, Duncanville Fieldhouse operations leadership, and any other organizations that the Client deems appropriate.
- Tour the Duncanville Fieldhouse and surrounding demand generators, interview stakeholders from a variety of local private and public organizations and perform fieldwork as appropriate.
- Review historical performance figures, previously completed studies and any facility expansion plans.
- Gather and review available economic, demographic and financial data.

Task 2: Economic, Demographic and Tourism Analysis

Hunden will evaluate Duncanville's position as an economic center of activity as well as a destination for visitors. This analysis will provide a realistic assessment of the area's strengths, weaknesses, opportunities and threats (SWOT). Among the data gathered and analyzed will be:

- Geographic attributes, accessibility, and transportation links,
- Trends in population growth and income,
- Corporate presence, major employers and any significant recent or likely future changes,
- Education levels and implications for the market and project, and
- Tourism attractions, especially those popular with families.

Hunden utilizes the latest market data, visitor origin data, demographic data, and other resources to determine a comprehensive view of your marketplace.

Task 3: Duncanville Fieldhouse Historical Performance Analysis

Hunden will provide an overview of the historical performance (events, by type, attendance, revenue and expense detail) and lost business for the Duncanville Fieldhouse. Hunden will take into consideration the current event types and capacities, as well as the event type restrictions and lost business due to Fieldhouse limitations. The existing and past business will be a prologue for future potential expanded business with an optimized and/or expanded facility and amenities. Primary research will be based on interviews with the Client and current and potential visitors, records of performance by the current management leadership and the City, and Placer.ai cell-phone tracking technology reports, which will determine many datapoints related to visitors and their origin.

Hunden will also consider tournament, event, and sport types that cannot be currently hosted. This lost business analysis will help Hunden determine future demand opportunities.

The goal is to evaluate the marketability of the Fieldhouse as it exists today, after planned optimizations and/or expansions, and into the future.

Additionally, Hunden will assess the current offering of synergistic surrounding assets, such as supportive hotels, any other walkable or proximate uses, and demand generators to understand how the facility has induced economic development for the area.

Task 4: Local and Regional Indoor Sports Market Analysis

Local Competitive Market. Hunden will detail the existing offerings for indoor sports facilities in the competitive local market and their suitability for tournament and league play. Hunden's output will show how many visitors frequent the relevant local facilities and where the facilities draw attendees from in order to assess utilization and gaps in the market.

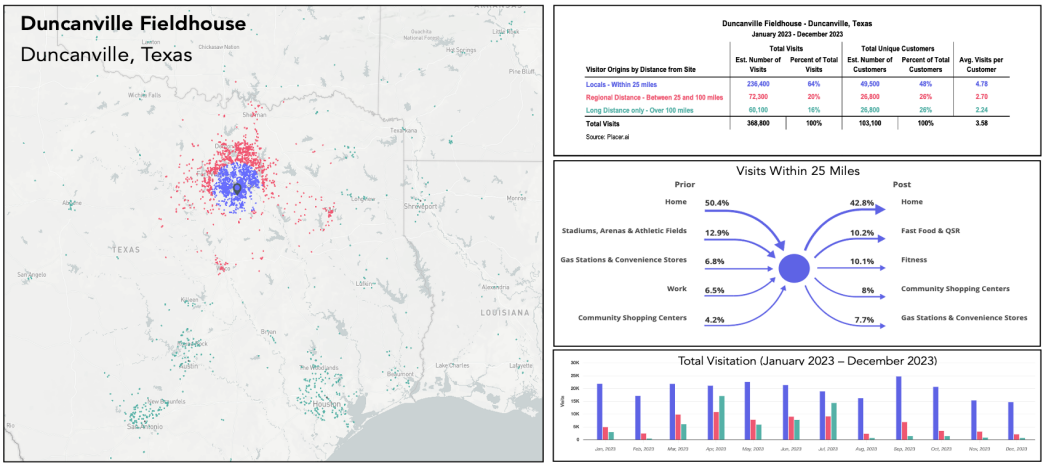
Hunden will compile a supply and demand matrix that will identify whether the current inventory of indoor facilities in the local Duncanville market is adequate for each sport/facility type studied.

Exhibit A

Regional Competitive Market. Many of the likely events that could occur at an optimized and/or expanded Fieldhouse will be from around the region. In order to understand the competitive situation in which the community finds themselves, the regional competitive indoor sports facilities will be profiled and analyzed. Hunden will analyze and document the following conditions, as available and appropriate:

- Site and facility layout,
- Capacity,
- User and attendee counts,
- Event types,
- Type of sports usage,
- Utilization times,
- Rental rates,
- Growth characteristics,
- Amenities, and
- Unique characteristics.

Hunden will utilize **geofencing research technology** to gather visitation and performance data for the relevant competitive indoor sports complexes. This research output can show how many visitors frequent the facilities (and on dates when there is a large tournament) and where the facilities draw attendees from. Hunden can also use this tool to gather demographic and socio-economic data to understand the current market reality in the area and the surrounding region. The following figures provide a high-level illustration of just some of the type of visitation data we can gather with this tool.



The regional competitive sports facilities analysis will provide a sense of strengths and weaknesses, as well as opportunities and threats. With so many communities embarking on youth and amateur sports facilities, it is important to understand how the elite teams and leagues operate, how they determine where to host events, and where they choose to play. This analysis will answer both the competitive supply question and the regional demand question.

Demand Interviews. Conducting demand interviews is one of the methods that Hunden uses to determine existing participation data, rental rates and costs for facilities in the City and the competitive regional marketplace, and other key datapoints to identify gaps and determine

recommendations. These interviews will help determine what teams, leagues, and tournaments are likely to come to Duncanville and under what conditions.

Task 5: Tournament Opportunity Analysis

Of critical importance to this project is the potential for economic and fiscal impact from the inducement of events from national and regional tournaments. Just like local and small regional tournaments, super-regional and national tournaments can generate significant visitation, spending, room nights and other positive impacts to a community and can even support the development of other real estate uses if enough consistent local and non-local demand occurs onsite. Participants and their families come from farther distances and therefore must spend the night, unlike those from the 100-mile region that may be "daytrippers."

Tournament Demand Interviews. Hunden will conduct interviews with tournament directors, leagues, current facility management company, management at competitive facilities and others who are likely to use the facilities. These interviews will help determine what teams, leagues, and tournaments are likely to come to the facility and under what conditions. Demand interviews will lead to implications of the facility program.

Task 6: Case Studies and Best Practices

Hunden will analyze comparable sports facilities, with specific consideration given to facilities that include indoor elements, to gather implications and lessons learned. Hunden will utilize our experience and knowledge of national facilities to determine what case studies will be pertinent to the Project.

The case studies analysis will consider the following data points, as available and appropriate:

- Summary and overview of the facility site and market traits,
- Facility details including size/number of fields and courts,
- Performance and visitation of the facility and supporting development,
- Operations/Governance/Management, and
- Others, as appropriate.

Geofencing/cell phone research technology will be used, as well as interviews with management representatives as available.

The case studies will be profiled, and implications discussed. The results will provide the Client with lessons learned and critical elements to success or failure.

Task 7: Support Amenities Analysis

Hunden understands that attracting sports tournaments should include capturing the hotel room nights and spending from the visiting teams and families. As such, the community needs to have

enough quality hotels to capture the sports demand. If hotels are mostly located outside of the City limits, the return on the investment for the sports facilities will be limited to local quality of life, while providing neighboring communities with the hotel room night impact. As such, Hunden will analyze the existing local hotel, retail, and restaurant supply.

Hotel. The analysis will determine the proximate quality room count, as well as the community-wide room count, for hotels in the nearby area, to understand what impact from sports can be captured in the city and county limits – and the implications for more hotels to be developed in the community.

Hunden will use Placer.ai and interviews with the Client to determine which hotels are the most popular with visitor teams and their families.

The analysis will include tracking of occupancy, monthly room night demand, average daily rate (ADR), and Revenue per Available Room (RevPAR), and performance by year, month, day of week, unaccommodated demand and demand type/market mix. Hunden will include data showing local hotel room occupancy, average daily rate, and Rev/Par for the last six years.

Hunden will assess if the local hotel market can accommodate the sizes of events/tournaments being proposed at the Project.

Restaurant/Retail. Hunden will also profile, map and discuss the pros and cons of retail and restaurant nodes and how their proximity to the Fieldhouse enhance or detract from the Project's success.

Task 8: Recommendations

Hunden will provide recommendations for the optimization and/or expansion of the Duncanville Fieldhouse, including size, program, configuration, functionality, amenities, quality, and other key elements. The recommendations will consider the results of all the prior tasks, which will point toward logical conclusions regarding every aspect of the Project.

The recommendations for the Fieldhouse optimization and or/expansion may include:

- All physical programmed areas by use, size and type,
- Food and beverage offerings,
- Programming and events,
- Parking,
- Operations and management best practices, and
- Other on-site amenities and walkable amenities such as hotels.

Hunden will also provide recommendations on the optimal next steps related to procurement of a private management company for the Fieldhouse, informed by the market analysis and findings.

Task 9: Demand and Financial Projections

Event/Demand Projections. Hunden will make projections for demand for events and uses at the optimized and/or expanded facility. These will be projected for a period of time to be determined mutually with the Client. Projections will include demand by type of event/tournament and recreation amenity type.

Estimated Operating Financials. Based on the projection of demand and a number of assumptions regarding rental rates, fees, concession per-capita revenues and others, Hunden will prepare a financial projection for the facility. This will include operation and maintenance costs which will influence the anticipated return on investment projections for each scenario.

This financial analysis will include the following:

- Estimated line-item revenues. Expenses directly related to the facilities will also be projected for the period. The demand profile, experience with similar facilities and data from existing facilities will be used to model the operating revenues and costs of the optimized and/or expanded Duncanville Fieldhouse and will be incorporated into the business plan. The model will generate a pro forma operating statement that will include revenue and expense items, including the following:
  - Revenues: rental rates, tournament fees, food and beverage, parking and other income,
  - Direct operating expenses: wages and salaries, contract services, utilities, maintenance and repair, supplies and other expenses, and
  - Unallocated expenses: employee benefits, advertising and promotion, general and administrative, professional services, insurance and other expenses.

As stated above, the financials will be presented in a line-item by line-item basis, which will lead to estimates of net operating performance.

Task 10: Economic, Fiscal, and Employment Impact Analysis

Hunden will conduct an economic, fiscal and employment impact analysis to determine the direct, indirect, and induced impacts, including the tax revenues that are generated by the Project in the various phases of optimization and/or expansion.

Based on the above analysis, a projection of net new direct spending will be tabulated. New spending is that spending that is new to the community as visitors come to Duncanville due to an event, spend the night or otherwise spend time or money in the area. Hunden will analyze the spending by residents (transfer spending) and discuss the amount that is recaptured. For example, due to the existence of activity generated by events, economic activity occurs as residents pass up opportunities to leave the area to spend money. Instead of going to an event in another area, the event keeps their spending within the area. This is considered recaptured demand. The net new and recaptured spending is considered to be the **Direct Impact**.

From the direct spending figures, further impact analyses will be completed.

- **Indirect Impacts** are the supply of goods and services resulting from the initial direct spending. For example, a new resident's direct expenditure on retail causes the store to purchase goods and other items from suppliers. The portion of these purchases that are within the local economy is considered an indirect economic impact.
- **Induced Impacts** embody the change in local spending due to the personal expenditures by employees whose incomes are affected by direct and indirect spending. For example, a waitress at a restaurant may have more personal income because of the new spending. The amount of the increased income that the employee spends in the area is considered an induced impact.
- **Fiscal Impacts** represent the incremental tax revenue collected by the City due to the net new economic activity related to a development. The fiscal impact represents the government's share of total economic benefit. There will be distinct tax impacts for each governmental entity. Fiscal impacts provide an offset to the potential public expenditures required to induce the development of the Project. Hunden will identify the taxes affected and conduct an analysis of the impact on these accounts and governmental units.
- **Employment Impacts** include the incremental employment provided not only onsite, but due to the spending associated with the Project. For example, the direct, indirect, and induced impacts generate spending, support new and ongoing businesses, and ultimately result in ongoing employment for citizens. Hunden will show the number of ongoing jobs supported by the project and provide the resulting income and income taxes generated.

Hunden uses one of the industry's most relied upon multiplier models, IMPLAN. This input-output model estimates the indirect and induced impacts, as well as employment impacts, based on the local economy. An input-output model generally describes the commodities and income that normally flow through the various sectors of the economy. The indirect and induced expenditure, payroll, and employment result from the estimated changes in the flow of income and goods caused by the projected direct impacts. The model data are available by various jurisdictional levels, including counties.

Exhibit A

Milestones and Touchpoints

Hunden will incorporate the following milestones and touchpoints with the Client throughout the study process:

- **Kickoff Organizing Call** – Once the administrative engagement paperwork process is complete, Hunden will schedule an initial kickoff organizing call/Zoom with the Client team for introductions and to schedule the in-person site visit, tours, and meetings. Hunden will send a kickoff memo outlining requests for data, scheduling arrangements, and key contact information.
- **Site Visit/Local Discovery –** Members of the Hunden key personnel team will travel to Duncanville to conduct an in-person kickoff trip with the Client, including stakeholder meetings and interviews, site and facility tours, and tours of surrounding demand generators.
- **Circle Back Call** – After the kickoff trip, Hunden will schedule a 'circle-back call' with the Client to wrap up data requests and any outstanding discovery phase items.
- **Check-In Calls** – Throughout the market research tasks, Hunden can schedule check-in calls with the Client to ensure timely forward direction through the study process.
- **Market Findings Presentation (deliverable)** – At the conclusion of Task 8, Hunden will present a PowerPoint-style deliverable of market findings electronically to the Client. This will include the recommended scenarios and findings for the Client to consider.
- **Draft Analysis (deliverable)** – Hunden will complete all financial modeling and compile the results into a draft analysis of its financial outputs, which will be presented to the Client electronically for review and comment.
- **Final Analysis (deliverable)** – After receiving comments from the Client on the draft analysis, Hunden will issue its final analysis.

Exhibit A

Timing

Hunden anticipates the following timing for each distinct deliverable:

- Market Findings – approximately seven weeks after the following have occurred: contract authorization, receipt of kickoff payment, and completion of in-person site visit
- Draft Analysis – approximately three weeks after delivery of market findings
- Final Analysis – approximately one to two weeks after receiving Client comments on the draft

We expect the overall timeline for the study to be approximately three months, assuming Client responsiveness and availability.

Fees

Hunden will complete the analysis for a professional fee of **$58,800, plus reimbursable travel and research expenses billed separately at-cost without markup**. This assumes time for up to two (2) trips to Duncanville throughout the study process.

Hunden will bill according to a payment schedule broken out by deliverable milestones. The completion and delivery of each deliverable will signal the preparation and submission of the next appropriate invoice. The billing schedule is outlined below:

- Kickoff Invoice, due at the completion of the site visit: $14,000
- Market findings presentation: $16,000, plus expenses
- Delivery of draft analysis: $16,000, plus expenses
- Delivery of final analysis: $12,800, plus expenses

Optional Future Phase: Management Selection Advisory

Task 1: Promotion of Duncanville Fieldhouse Opportunity

Hunden will informally contact and create interest from top management companies by promoting the project plan and opportunity, which will include meeting (virtually or in person) with interested parties to further educate, market, and encourage participation in the Request for Proposals process to the most qualified sports facility management teams. The goal is to build national interest for the Project and advertise the upcoming bid solicitation process. Information gathered in these discussions may shape the nature of the specific management opportunity to be included in the solicitation to be issued later.

Task 2: Process Kickoff and Orientation

Hunden Partners professionals will meet with the Client to confirm the goals of the process and other contextual issues related to the Project. Hunden will perform the following orientation and due-diligence-oriented tasks:

- Obtain information and data from the Duncanville Fieldhouse management, City of Duncanville representatives, as well as any other appropriate governmental agencies and stakeholders.
- Review of historical performance data and any previously completed reports (or other materials) as available. These will provide us with a thorough understanding of the existing operations at the Centre, as well as provide material that could be utilized in the RFP documents, as appropriate.
- Review Hunden's similar efforts, discuss their attributes, implementation, and approach to determine lessons learned and implications.
- Discuss the marketing approach to the RFP effort. Media/press releases can be very beneficial in aiding the promotion of the bidding process, if managed appropriately.

Task 3: Creation and Issuance of RFP Document

Hunden will draft an RFP document, to be reviewed and accepted by Client representatives. The RFP document will include the following components:

- An Overview of the Opportunity,
- Client Objectives, Project Scope, and Timeline,
- RFP Process Overview,
- Submission Requirements,
- Evaluation Criteria, and
- Other conditions and disclosures as applicable.

Hunden will create a concise, sharp, professional RFP document that will present the management opportunity in the best possible light. The RFP is intended to promote the Project and to generate interest from a wide audience.

Once approved, Hunden will send the document to a qualified list of companies identified as well as post on Hunden's and/or the Client's website. Hunden can also work with the Client to issue a press release regarding the opportunities to maximize exposure.

Hunden will work behind the scenes with the interested groups to ensure full compliance with the request and answer any questions in order to generate the highest quality responses.

Task 4: Management of Solicitation Process; Site Visit; Q&A

Reliable and **consistent communication** is important to ensure interested parties remain interested and follow through with RFP submissions. As these requests are time-consuming, it is easy for many potential management companies to not respond and focus on other less time-consuming opportunities. Hunden will act as the communication lead on behalf of the Client to ensure a strong response to the RFP. Hunden will discuss the proposal process with potential respondents and represent the Client's best interests when doing so. In consultation with the Client, Hunden will set a deadline for submitting written questions or requests for clarification and will assist in responding to these written inquiries.

A **tour of the facility** and surrounding area in Duncanville will be conducted by Hunden and Client representatives for the benefit of the proposers. The onsite meeting will be a chance for the Client to explain the opportunity to the interested companies and field questions. Hunden will record all questions and answers during the tour and any related meetings. After the tour and the **Question & Answer Period**, Hunden will send an RFP Amendment to the interested groups with answers to all questions posed to date. The goal for the addendum is to be released approximately 10-14 days prior to the RFP due date.

Task 5: Review of RFP Submittals, Interviews and Rankings

Submittal Evaluations. Hunden will then review the responses to the RFP and develop a quantitative and qualitative summary document that puts the proposals and responses in a side-by-side comparison matrix. Each category of response will be evaluated, and conclusions drawn. Hunden will formulate a list of clarifications that may be requested for all or some of the proposers to clarify their RFP responses.

Interviews. Based on the evaluations, Hunden and the Client may elect to interview all or some of the proposers based on a variety of factors. Hunden will advise the Client on best practices. Hunden will plan and coordinate the interviews with the Client and will communicate with groups about the expectations, logistics and other factors to prepare all parties for a robust and efficient process.

After the interviews, Hunden suggests ranking the proposals with the objective of beginning negotiation with the highest-rank proposer. In order for the Client to retain flexibility in negotiations,

the respondents must know that if discussions with the first group are not successful, then the Client has the option to proceed to the second-ranked management partner. There may also be follow-up questions that Hunden asks the respondents after the interviews if a determination about a top-ranked group cannot be made.

Task 6: Agreement Negotiations and Ongoing Advisory (Billed Hourly)

Hunden will assist in the development and negotiations of the contract with the selected management company. Hunden highly recommends Client retain an attorney for the official legal work (including document creation), while Hunden will advise on industry-related items and terms. This may include:

- Creation of parameters for development of an agreement,
- Assistance in the development of business terms for the first draft of the agreement,
- Review of the business terms contained in initial draft and subsequent revisions of draft agreement with the City's representative, financial advisor and legal counsel,
- Working closely with the City in the negotiation of the Agreement, and
- Facilitating the execution of the final agreement between selected parties and the City.

Hunden will provide advice and consultation to the Client during negotiations with the selected company on a final Agreement.

Hunden will continually be your resource and make recommendations regarding the negotiations, ensuring as well as other advisory services. In addition, Hunden will serve as the Client's representative, organizing conference calls, virtual meetings and moderating discussions between the company, Client, attorneys and other parties.

Timing

The approximate timing for the completion of the RFP process, prior to the commencement of negotiations on a term sheet, is approximately three (3) months. It is possible the process will require more time, based on a number of factors outside of Hunden's control. Upon commencement of the services, Hunden will prepare, in consultation with Client, a more detailed timeline for the work.

The negotiation and execution of a Term Sheet, which is followed by the negotiation and execution of a formal Management Agreement, can take from three (3) to six (6) months or more, depending on many factors outside of Hunden's control. We recommend regular meetings between the Client/Hunden team, as well as regular communication with the management partner, in order to complete the negotiation process in a timely manner.

Exhibit A

Fees

Full Process (Tasks 1-5). Hunden proposes to complete Tasks 1-5 in this scope of work for a professional fee of **$70,000,** plus reimbursable expenses, billed at cost without markup. The fee assumes personnel time for one (1) trip to Duncanville.

Hunden proposes to bill for its services according to the following payment schedule, broken out by milestone deliverables:

- Kickoff to Initiate Process: $10,000
- RFP Document Issued: $15,000, plus any accrued expenses
- Completion of Task 4 (proposals received): $15,000, plus any accrued expenses
- Completion of Task 5: $30,000, plus any accrued expenses

RFP Response Review and Ranking (Task 5 Only). The Client may elect to authorize Hunden to perform Task 5 independent of all other tasks. If desired, Hunden will review the submittals already received for a lump sum fee of **$30,000.**

Negotiations (Task 6). Hunden will work hourly during the management partner negotiation task and will provide ongoing advisory services for an agreed upon not-to-exceed amount plus any direct expenses billed at cost. Any work completed during this phase will be billed monthly on an hourly rate basis at the following rates:

- Rob Hunden, President & CEO: $495
- Executive Vice President | Project Executive: $425
- Senior Project Manager: $395
- Project Manager | Analytics Manager: $375
- Research Director: $350
- Senior Analyst | Quality Control | Client Services Manager: $325
- Analyst: $265
- Administrative Staff: $150

Hourly rates are fixed through December 31, 2024, and subject to a three percent (3%) annual increase thereafter.

Exhibit A

Contractual Conditions

The following conditions apply to this engagement with you.

CLIENT ACKNOWLEDGEMENTS.

1. The Client acknowledges that the format of the final deliverable output is a PowerPoint-style report document.

Client Initial: _____

2. The Client acknowledges their critical role in providing Hunden with project background and other requested and necessary/ pertinent data items that only the Client has the capability of sharing in order to *start* the formal study timeline. Any delay in providing critical project or site data will delay Hunden's deliverable.

Client Initial: _____

3. The Client acknowledges that these project types are often not commercially viable and typically require public funding upfront and/or annually to be sustained.

Client Initial: _____

SCOPE LIMITATIONS. Hunden's services do not include the following: any assistance with a bond marketing strategy; any assistance with the preparation or distribution of any official statement; or any advice on the municipal bond market. Hunden does not provide advice with respect to municipal financial products or the issuance of municipal securities, including services with respect to the structure, timing, terms and other similar matters concerning such financial products or issues.

Hunden is not a municipal advisor and Hunden is not subject to the fiduciary duty set forth in section 15B(c)(1) of the Registration and Regulation of Brokers and Dealers Act (15 U.S.C. 78o-4(c)(1)) with respect to the municipal financing product or issuance of municipal securities. The Client is advised that any actual issuance of debt must be done under the advice of its bond counsel and financial advisors. Your financial advisor should provide any advice concerning the specific structure, timing, expected interest cost, and risk associated with any government loan or bond issue. Potential advisors should not rely on representations made in this report with respect to the issuance of municipal debt.

The findings and recommendations of Hunden's research will reflect an analysis of primary and secondary sources of information. Estimates and analyses presented in our work product will be based on data that are subject to variation. Hunden will use sources that it deems reliable, but will not guarantee their accuracy. Recommendations will be made from information provided by the analyses, internal databases, and from information provided by external sources.

The Client is entitled to receive the work product(s) prepared by Hunden pursuant to this Agreement. The Client has no right to access or deliverance of any underlying statistics, models, or any other information developed by Hunden in preparing the Report to which this Agreement pertains.

REVISIONS. Hunden will complete a maximum of two drafts of the report. The Client is expected to provide comments and edits on the draft report and those will be addressed by Hunden. Hunden's results may not always agree with the desires of the Client. Hunden will use its independent perspective and research to drive our results. Any revisions, questions, conversations, zooms or travel requested after two drafts (initial draft report, then final draft), will be billed at Hunden's hourly rates of $495 for Rob Hunden and $300 for the project team. Payment on the final milestone will be required and an advance of $2,500 on the hourly work that would be required by the Client or its designees, such as lenders and others.

UPDATES. Hunden has no responsibility to update its work product(s) for events and circumstances occurring after the date presented to the Client. Delayed invoice payments will result in the delay of deliverables for the next portion of work. If edits and comments are not received from the Client related to any prior deliverable within thirty (30) days of the delivery of the deliverable, the work product will be considered final, and the current billing will be sent and become due.

TIMING OF DELIVERABLES. The timeline for the study begins when the following have occurred: 1) receipt of first payment, 2) signing of this contract and 3) receipt of any Client materials related to the Project requested by Hunden.

VIRTUAL PRESENTATIONS. This contract is limited to up to three (3) virtual presentations of findings at the conclusion of the study. Fees for additional virtual presentations will be negotiated separately.

BILLING. Any past invoices must be paid prior to the delivery of the next Milestone Deliverable. If an invoice remains unpaid 30 days after it was emailed to the client, Hunden may without further obligation, cease the assignment and terminate the Agreement. All previous invoices will remain due. Any invoice unpaid after 30 days will accrue a 3% per month late fee. Any invoice unpaid after 90 days will result in legal action by Hunden to collect such invoice(s).

Failure by Hunden to assess late fees does not preclude Hunden from assessing late fees in the future.

TRAVEL. In the event that the Client chooses to alter, adjust or change dates/times of any Client-related trip after Hunden has booked and purchased travel arrangements, it shall be the responsibility of the Client to reimburse Hunden for any fees and fare/price differences associated with cancellation/change of travel arrangements.

USE OF DELIVERABLE. The Work Product is copyrighted and cannot be manipulated in any way beyond the format that it was provided to the Client.

BREACH OF AGREEMENT. In the event the Client breaches the terms of this agreement, it agrees to indemnify Hunden for all loss, expense, claims or costs and attorneys' fees incurred by Hunden resulting from such breach, including the cost of any action taken to rectify any breach, including

collection of any amounts remaining due to Hunden from client. The provisions of this section shall survive the termination or expiration of this agreement with respect to any claims or liability occurring prior to such termination or expiration.

TERMINATION. Notwithstanding the Billing language above, Hunden reserves the right to terminate this Agreement on fifteen (15) days written notice to Client should Client fail to satisfactorily perform its obligations under this Agreement. In the event Hunden terminates this Agreement, Client is obligated to pay Hunden for all services rendered under this Agreement prior to termination, including work through the next unbilled milestone. Nothing contained herein shall constitute a waiver of Hunden's right to bring suit for damages or to enforce specific performance of this Agreement. In the event of termination of this Agreement by the Client, Client is obligated to pay Hunden for all services rendered under this Agreement prior to termination, including work through the next unbilled milestone. Hunden further reserves the right to take any legal action necessary to enforce its rights under this Agreement. In the event Hunden is required to commence suit to collect any unpaid amounts due to it from Client, Client agrees to reimburse Hunden for its costs and attorneys' fees in bringing such suit.

It is agreed that the liability of Hunden to the Client is limited to the amount of the fees paid by client to Hunden.

Hunden limits its responsibility to the Client and any use of the study produced pursuant to this Agreement by third parties shall be at the risk of the Client and/or said third parties. By the execution of this Agreement, Client acknowledges that he/she/it has read and agrees to the terms and conditions of this Agreement and agrees to the inclusion of a standard set of General Assumptions and Limiting Conditions in the report. Additional conditions prompted by the discovery of extraordinary or unusual circumstances uncovered during the course of investigation may be added to the study assignment, if necessary.

DISPUTES. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, other than non-payment of amounts due hereunder, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial [or other applicable] Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

If this document meets with Client's approval, Client may accept this letter and authorize Hunden to proceed by signing below.

Authorization

Accepted By:

Signature _____

Printed Name _____

Title _____

Company _____

Date: _____

STAFF REPORT

MEETING: City Council - 03 Dec 2024

TITLE:
Request the use of Hotel Occupancy Tax Funds to purchase a Fire Dept. EMS Response Cart for Special Events

Vision Statement:

"Duncanville, a City of Champions, is a safe, vibrant, diverse community committed to excellence in education, business, and good governance."

STAFF RESPONSIBLE:
Victor Barrera, Economic Development Director

BACKGROUND/HISTORY:
Special events attract large crowds, creating challenges for EMS teams in providing timely medical attention in crowded or restricted environments. Events such as festivals, concerts, parades, and sports activities require efficient emergency medical services to ensure the safety and well-being of attendees.

Current EMS response methods rely primarily on vehicles that are not always able to navigate through congested event areas or areas with limited access, leading to delays in providing care. In emergency situations, time is critical, and the ability to quickly reach individuals in need is essential.

POLICY EXPLANATION:
To address these concerns, the purchase of an EMS Response Cart is necessary. The purchase of an EMS Response Cart directly addresses these challenges by providing a portable, maneuverable unit designed to quickly and efficiently deliver emergency care in crowded, restricted, or hard-to-reach areas.

FUNDING SOURCE:

ORG and Object Number
10011000-700450 CONVENTION AND VISIT_CNTRCT SV

Available Budget	**Purchase Amount**	**After Encumber**
$160,274.89	$74,895.00	$85,379.89

ACTION ALTERNATIVES:
1. Other actions as directed by Council.

ATTACHMENTS:
Fire EMS Service Response Carts Public Hearing

Duncanville
City of Champions

Application

Date: 11/15/2024

Organization Information

Name of Organization: Duncanville Fire Dept.

Address: 1530 S. Main St

City, State, Zip: Duncanville, TX 75137

Contact Name: Greg Chase Contact Phone Number: 972-780-4926

Contact Email: greg.chase@duncanvilletx.gov Organization Email: same

URL Address for Event or Sponsoring Entity: https://

Non-Profit or For-Profit status: Tax ID #:

Entity's Creation Date:

Purpose of your organization: To provide Fire & EMS services to the Citizens & Visitors of the City of Duncanville.

Event Information

Name of Event or Project: Fire Dept EMS Response Cart for Special Events.

Date of Event or Project: Multiple

Primary Location of Event or Project: NA

Amount Requested: $ 74,895.00

How will the funds be used: The utility vehicle/cart will be used for

EMS Responses During Special Events, such as Parades, July 4th, Christmas Tree Lighting event, Hispanic Heritage Celebration. The vehicle will be customized for Duncanville F.D. to Respond and Transport patients at Special Events. The Restricted Travel Areas associated with these events creates issues for EMS Response and Patient Transport.

Primary Purpose of Funded Activity/Facility:

Patient Care & Transport at Duncanville Special Events. This unit will also be used for certain State Deployments that will be reimbursed by the state and will offset the cost of the vehicle.

Percentage of Hotel Tax Support of Related Costs

_____ Percentage of Total **Event Costs** Covered by Hotel Occupancy Tax

_____ Percentage of Total **Facility Costs** Covered by Hotel Occupancy Tax for the Funded Event

_____ Percentage of **Staff Costs** Covered by Hotel Occupancy Tax for the Funded Event

If staff costs are covered, estimate percentage of time staff spends annually on the funded event(s) compared to other activities _____%

Which Category or Categories Apply to Funding Request, and Amount Requested Under Each Category:

☐ **a) Convention Center or Visitor Information Center:** construction, improvement, equipping, repairing, operation, and maintenance of convention center facilities or visitor information centers, or both. Amount requested under this category: $_____

☐ **b) Registration of Convention Delegates**: furnishing of facilities, personnel, and materials for the registration of convention delegates or registrants. Amount requested under this category: $_____

☐ **c) Advertising, Solicitations, Promotional programs to attract tourists and convention delegates** or registrants to the municipality or its vicinity. Amount requested under this category: $_____

☐ **d) Promotion of the Arts that Directly Enhance Tourism and the Hotel & Convention Industry:** the encouragement, promotion, improvement, and application of the arts that can be shown to have some direct impact on tourism and the hotel/convention industry. The impact may be that the art facility or event can show hotel nights that are booked due to their events or that guests at hotels attend the arts event. Eligible forms of art include instrumental and vocal music, dance, drama, folk art, creative writing, architecture, design and allied fields, painting, sculpture photography, graphic and craft arts, motion picture, radio, television, tape and sound recording, and other arts related to the presentation, performance, execution, and exhibition of these major art forms : $_____

☐ **e) Historical restoration and preservation projects or activities or advertising and conducting solicitation and promotional programs to encourage tourists and convention delegates to visit preserved historic sites or museums**. Amount requested under this category: $_____

How many individuals are expected to participate in the sporting related event? _____

How many of the participants at the sporting related event are expected to be from another city or county? _____

Quantify how the sporting related event will substantially increase economic activity at hotels within the city or its vicinity?

_____

_____

_____

☐ **g) Funding transportation systems for transporting tourists from hotels to and near the city to any of the following destinations: 1) the commercial center of the city; 2) a convention center in the city; 3) other hotels in or near the city; and 4) tourist attractions in or near the city.** Amount requested under this category: $_____

What sites or attractions will tourists be taken to by this transportation? _____

Will members of the general public (non-tourists) be riding on this transportation? _____

What percentage of the ridership will be local citizens? _____

☐ **h) Signage directing tourists to sights and attractions that are visited frequently by hotel guests in the municipality.** Amount requested under this category: $_____

What tourist attractions will be the subject of the signs?

_____

_____

_____

Questions for All Funding Request Categories:

1. How many years have you held this Event or Project: _____
2. Expected Attendance: 5,000 +
3. How many people attending the Event or Project will use _____ Duncanville hotels?
   _____

   How many nights will they stay: _____
4. Did you reserve a room block for this event at Duncanville hotel and if so, for how many rooms and at which hotels:

_____

_____

_____

Duncanville
City of Champions

5. List other years (over the last three years) that you have hosted your Event or Project with amount of assistance given from HOT funding and the number of hotel rooms used:

Month/Year Held	Assistance Amount	Number of Hotel Rooms Used
_____	_____	_____
_____	_____	_____
_____	_____	_____

6. How will you measure the impact of your event on area hotel activity (e.g.; room block usage information, survey of hoteliers, etc.)? _____

_____

_____

7. Please list other organization, government entities, and grants that have offered financial support to your project: _____

_____

_____

8. Will the event charge admission? Do you anticipate a net profit from the event? If there is a net profit, what is the anticipated amount and how will it be used?

_____

_____

_____

9. Please list all promotion efforts your organization is coordinating and the amount financially committed to each media outlet:

Newspaper: $_____
Radio: $_____
TV: $_____
Other Paid Advertising: $_____

Number of Press Releases to Media _____
Number Direct Mailings to out-of-town recipients _____

Other Promotions _____

10. Will you include a link on your promotional handouts and in your website for booking hotel nights during this event? _____

11. Will you negotiate a special rate or hotel/event package to attract overnight stays?
_____

12. What new marketing initiatives will you utilize to promote hotel and convention activity for this event?

_____

_____

_____

13. What geographic areas does your advertising and promotion reach: _____

_____

14. How many individuals will your proposed marketing reach who are located in another city or county? _____

15. If the funding requested is related to a permanent facility (e.g. museum, visitor center):

Expected Attendance Monthly/Annually: _____

Percentage of those in attendance that are staying at area hotels/lodging facilities: _____%

Duncanville
City of Champions

Please Submit no later than six (6) months prior to your event/funding need.

Contact

Jeremiah Brewer
Application Coordinator
Jeremiah.Brewer@Duncanvilletx.gov

LoLecia Day
Assistant Director, Economic Development

Victor Barrera
Director, Economic Development

FARRWEST SPECIALTY VEHICLES

FSV WILDLAND/ EMS RESCUE UNIT

can-am BRP

BRP Government Fleet Dealer

CHASSIS

- 2025 Can-Am Defender MAX XT, Fiery Red
- 82hp Rotax HD10 Engine
- 30", 10-ply tires; upgraded for multi-terrain
- 14" aluminum wheels
- Can-Am 4,500lbs winch
- Full length skid plate

BODY

- Polycarbonate, hard-coat front windshield
- FSV steel roof; extended overhang ¾ of rear cargo bed and 12" overhang front
- FSV heavy-duty steel front bumper with 2" hitch and winch mount, headlight surrounds
- Custom-built rear heavy-duty struts for increased load capacity
- Heavy-duty metal half-doors, front and rear
- Side View Mirrors
- ECCO front/rear camera and 7" dash-mounted screen

FSV TRANSPORT FLATBED- Custom-built steel flatbed designed for patient Stokes basket and cargo storage area. Flatbed designed with easy mounting to be utilized with Wildland Fire Skid

- Patient area to include tie downs for Junkin Stokes basket (included), coated flooring for impact protection with
- Custom thru-cab design to allow technician access to patient; reinforced cage structure ***(Rear 2/3 bench seat permanently removed)****
- Custom interior storage cabinet in rear footwell under patient
- 36" lockable storage cabinet on removable skid, driver's side
- 36" fixed storage basket mounted on removable skid
- Full powder coat (color TBD)
- 2pc flatbed to allow tilt bed for maintenance access
- Custom fixed mounting of CMC Mule II Litter Wheel (Mule II Wheel included)

FARRWEST SPECIALTY VEHICLES

LIGHTING

- FSV Custom programmed control panel
- (8) Whelen Mega T-Series Surface Mount Super-LED: Red/Blue/White *(front roof, rear roof/ side roof)*
- (6) Whelen T-Series DUO Surface Mount Super-LED: Red/Blue *(front grille, front fender, rear facing)*
- (2) Whelen SOLO Surface Mount Vertex: Red (*rear brake lights)*
- (1) Whelen Specialty Water Resistant 30-Watt Siren/PA/Speaker System
- (2) IFO POD Surface Mount White LED lighting *(interior)*
- (4) IFO POD Surface Mount White LED lighting *(side ground/ work area)*
- (1) RIGID 360-series 6" LED Driving lights *(front bumper)*
- (4) RIGID D-series diffused lights *(rear bumper)*
- (6) BD S1 LED light pod, flood *(roof mounted for side lighting, rear roof)*
- (3) On-scene 24" LED Strip lights *(patient area lighting)*

MISC.

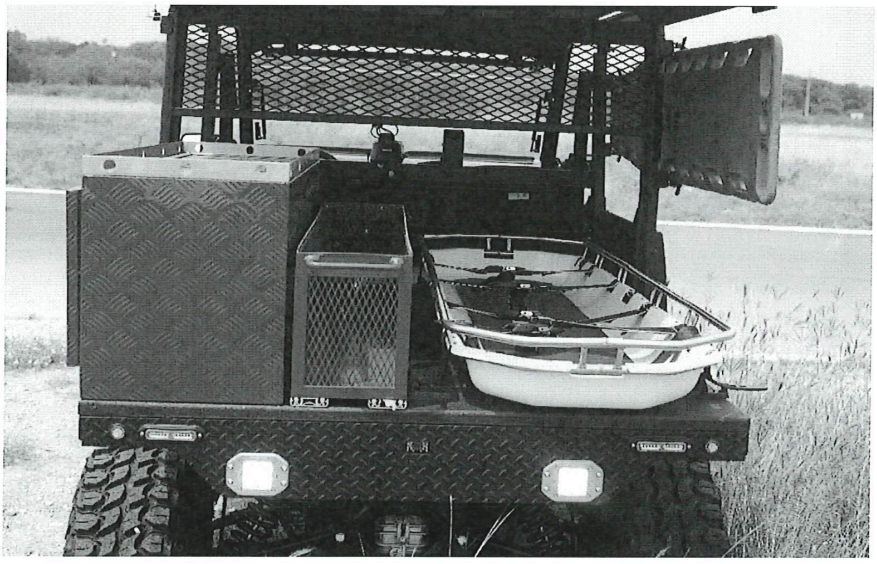
- All soldered, waterproof wiring connections
- (1) LABOR HOURS for custom build
- (1) 3M Vehicle Graphics Package

TRAILER

- 16' Tandem-axle flatbed trailer with treated wood bed
- Single-axle brakes
- Fold-down rear ramp
- FSV lockable storage cabinet; powder-coated
- Installed over-the-wheel tied downs points
- (4) Heavy-duty UTV tie-down straps

All fees including destination charge, assembly, document fees, tax, title, license, inspection and VIT for UTV and Trailer included

FARRWEST
SPECIALTY VEHICLES



Pictures are for reference only. Actual build may differ due to selected options and chassis

FARRWEST
SPECIALTY VEHICLES
108 COMMERCIAL PLACE
SUITE 206
SCHERTZ, TX 78154
(210)566-1857

Estimate

Date	Estimate #
8/5/2024	2723-1

Name / Address	Ship To
DUNCANVILLE FIRE DEPARTMENT CAPT. REED CHURMAN 1530 S. MAIN STREET DUNCANVILLE, TX 75137	DUNCANVILLE FIRE DEPARTMENT CAPT. REED CHURMAN 1530 S. MAIN STREET DUNCANVILLE, TX 75137

Requested By	P.O. No.	Terms	Project
		Net 30	

Item	Description	Qty	Rate	Total
FSV-ATMU-22	FSV ALL-TERRAIN WILDLAND/ EMS RESCUE UTV PACKAGE - 2025 CAN-AM DEFENDER MAX XT HD10, RED - CUSTOM BUILT MEDICAL UNIT WITH PATIENT TRANSPORT - GEAR STORAGE - FULL WHELEN EMERGENCY LIGHTING PACKAGE - FULL SCENCE LIGHTING - All taxes, title and fees included. **FSV IS AN AUTHORIZED CAN-AM/BRP DEALER** CUSTOM UTV EMS/ RESCUE FLATBED - TO HOLD STOKES BASKET OR BOARD THRU REAR SEAT - REAR SEAT CABINET UNDER PATIENT HEAD - FABRICATED STRUCTURE SUPPORTS AND PAINT - INCLUDES JUNKIN STOKES BASKET	1	63,413.84	63,413.84

PRICES VALID FOR 30 DAYS BUT ARE SUBJECT TO CHANGE DUE TO SUPPLY CHAIN CHALLENGES. VERIFY PRICING BEFORE ISSUING A PO. SURCHARGES MAY APPLY.

Subtotal

Sales Tax (8.25%)

******* DISCLAIMER ********
LABOR PRICING IS ONLY GOOD FOR ALL PRODUCTS AND SERVICES INCLUDED IN THIS QUOTE.

Total

FARRWEST
SPECIALTY VEHICLES
108 COMMERCIAL PLACE
SUITE 206
SCHERTZ, TX 78154
(210)566-1857

Estimate

Date	Estimate #
8/5/2024	2723-1

Name / Address	Ship To
DUNCANVILLE FIRE DEPARTMENT CAPT. REED CHURMAN 1530 S. MAIN STREET DUNCANVILLE, TX 75137	DUNCANVILLE FIRE DEPARTMENT CAPT. REED CHURMAN 1530 S. MAIN STREET DUNCANVILLE, TX 75137

Requested By	P.O. No.	Terms	Project
		Net 30	

Item	Description	Qty	Rate	Total
	AND CMC MULE II TRANSPORT WHEEL 2025 TANDEM-AXLE FLATBED TRAILER - SINGLE AXLE BRAKING - FOLD DOWN REAR RAMP - TREATED WOOD DECKING - FSV FRONT STORAGE BOX, POWDER-COATED - INSTALLED TIE DOWN MOUNTS - (4) OVER THE WHEEL TIED DOWNS - ALL DELIVERY FEES, TITLING AND APPLICABLE TAXES INCLUDED ***SEE ATTACHED BUILD SHEET FOR ALL SPECIFICATIONS***			
Buyboard HGAC	BUYBOARD PURCHASING CONTRACT # 703-23 H-GAC PURCHASING CONTRACT # EP11-20		0.00	0.00

PRICES VALID FOR 30 DAYS BUT ARE SUBJECT TO CHANGE DUE TO SUPPLY CHAIN CHALLENGES. VERIFY PRICING BEFORE ISSUING A PO. SURCHARGES MAY APPLY.

******* DISCLAIMER ********
LABOR PRICING IS ONLY GOOD FOR ALL PRODUCTS AND SERVICES INCLUDED IN THIS QUOTE.

Subtotal	$63,413.84
Sales Tax (8.25%)	$0.00
Total	$63,413.84

FARRWEST
SPECIALTY VEHICLES
108 COMMERCIAL PLACE
SUITE 206
SCHERTZ, TX 78154
(210)566-1857

Estimate

Date	Estimate #
8/5/2024	2723-2

Name / Address	Ship To
DUNCANVILLE FIRE DEPARTMENT CAPT. REED CHURMAN 1530 S. MAIN STREET DUNCANVILLE, TX 75137	DUNCANVILLE FIRE DEPARTMENT CAPT. REED CHURMAN 1530 S. MAIN STREET DUNCANVILLE, TX 75137

Requested By	P.O. No.	Terms	Project
		Net 30	

Item	Description	Qty	Rate	Total
2300.007-01	2300.007-01 - QTAC 85EMS HIGH PRESSURE FIRE RESCUE SKID - HONDA GX200 5.5HP - MANUAL START - WATERAX VERSAX 2-STAGE PUMP - 85GAL WATER CAPACITY - 3/4" x 75' HOSE WITH BRASS NOZZLE - FOLDABLE RESCUE PLATFORM FOR STOKES OR LITTER	1	7,795.00	7,795.00
SHIPPING/FRIEGHT	MANUFACTURER SHIPPING	1	550.00	550.00
2250.007-02	2250.007-02 - Around-the-Pump Foam, for EMS-L V6, 2.5-Gallon,..Includes:..- PolyTough 2.5-gallon foam cell..- Scotty 4072 foam proportioner..- Scotty 15 GPM air aspirating nozzle..- All plumbing and hardware, factory installed and tested	1	972.90	972.90
2250.006	2250.006 - VIPER PISTOL GRIP NOZZLE UPGRADE	1	525.00	525.00
2250.001-01	FACTORY FORKLIFT RUNNERS FOR QTAC SKIDS; 35" LONG	1	390.00	390.00
2250.021-02	2250.021-02 - DRAFT HOSE KIT FOR VERSAX-6 PUMP; 20' LONG	1	275.00	275.00

PRICES VALID FOR 30 DAYS BUT ARE SUBJECT TO CHANGE DUE TO SUPPLY CHAIN CHALLENGES. VERIFY PRICING BEFORE ISSUING A PO. SURCHARGES MAY APPLY.

Subtotal

Sales Tax (8.25%)

******* DISCLAIMER ********
LABOR PRICING IS ONLY GOOD FOR ALL PRODUCTS AND SERVICES INCLUDED IN THIS QUOTE.

Total

FARRWEST
SPECIALTY VEHICLES
108 COMMERCIAL PLACE
SUITE 206
SCHERTZ, TX 78154
(210)566-1857

Estimate

Date	Estimate #
8/5/2024	2723-2

Name / Address	Ship To
DUNCANVILLE FIRE DEPARTMENT CAPT. REED CHURMAN 1530 S. MAIN STREET DUNCANVILLE, TX 75137	DUNCANVILLE FIRE DEPARTMENT CAPT. REED CHURMAN 1530 S. MAIN STREET DUNCANVILLE, TX 75137

Requested By	P.O. No.	Terms	Project
		Net 30	

Item	Description	Qty	Rate	Total
FSV-ELEC-RL-2300	FSV-ELEC-RL-2300 - HANNAY ELECTRIC HOSE REEL UPGRADE FOR QTAC UTV FIRE SKIDS	1	750.00	750.00
FSV-ELEC-HND200	ELECTRIC START UPGRADE TO HONDA GX200 5.5/6.5HP ENGINE - INCLUDES STARTING BATTERY	1	220.00	220.00

PRICES VALID FOR 30 DAYS BUT ARE SUBJECT TO CHANGE DUE TO SUPPLY CHAIN CHALLENGES. VERIFY PRICING BEFORE ISSUING A PO. SURCHARGES MAY APPLY.

******* DISCLAIMER ********
LABOR PRICING IS ONLY GOOD FOR ALL PRODUCTS AND SERVICES INCLUDED IN THIS QUOTE.

Subtotal	$11,477.90
Sales Tax (8.25%)	$0.00
Total	$11,477.90

STAFF REPORT

MEETING: City Council - 03 Dec 2024

TITLE:
Consider a Resolution authorizing approval of incentive grants by the Duncanville Community & Economic Development Corporation (DCEDC) to North Texas Care Clinic in an amount not to exceed $98,585.67 for a building located at 726 S Cockrell Hill Rd. Duncanville, Texas 75137.

Vision Statement:

"Duncanville, a City of Champions, is a safe, vibrant, diverse community committed to excellence in education, business, and good governance."

Pillar:

- **Promote: Innovative Ideas for Development and Re-development**
  - **Pursue a diverse and robust economy through various business, housing, and employment opportunities that encourage forward-thinking community and economic development.**

STAFF RESPONSIBLE:
Victor Barrera, Economic Development Director

BACKGROUND/HISTORY:
North Texas Care Clinic (NTCC) was established on October 27, 2014, to provide quality healthcare in Duncanville. Over the last decade, NTCC has amassed over 7,000 patients.

Our rapidly growing practice demands we move to a larger facility. Relocating our practice to other cities within the Metroplex was an option particularly in the Dallas/Desoto area, but we chose to stay in Duncanville.

With a construction budget totaling more than $492,000, the improvements will have a positive impact on the tax base of Duncanville by enhancing its potential property value by more than 50%.

POLICY EXPLANATION:
The application by the North Texas Care Clinic, was approved by the DCEDC on October 28, 2024, for incentive grants not to exceed $98,585.67. The grant requires final approval by the City Council.

FUNDING SOURCE:

ORG and Object Number
12051000 (Development Incentives) - 708501 (Economic Development Incentives)

Available Budget	**Purchase Amount**	**After Encumber**
$1,148,692.00	$98,585.67	$1,050,106.81

ACTION ALTERNATIVES:

1. Approve the DCEDC incentive grant.
2. Do not approve the DCEDC incentive grant.
3. Other actions as directed by Council.

ATTACHMENTS:

Reso No. - 2024-359 - Approval of North Texas Care Clinic DCEDC Incentive Grant
EXHIBIT A
North Texas Care Clinic Complete Application

RESOLUTION NO. 2024-359

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, APPROVING THE TERMS AND CONDITIONS OF INCENTIVE GRANTS BY THE DUNCANVILLE COMMUNITY AND ECONOMIC DEVELOPMENT CORPORATION (DCEDC) TO NORTH TEXAS CARE CLINIC FOR A TOTAL RENOVATION TO INCLUDE INTERIOR AND EXTERIOR IMPROVEMENTS, IN AN AMOUNT THAT SHALL NOT EXCEED $98,585.67 FOR A BUILDING LOCATED AT 726 S COCKRELL HILL RD, DUNCANVILLE, TX 75137 AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Duncanville Community & Economic Development Corporation (DCEDC) offers economic development incentive grants to encourage redevelopment and beautification by providing financial resources to business owners for property improvements; and

WHEREAS, North Texas Care Clinic, is seeking to renovate the property located at 726 S. Cockrell Hill Rd. Duncanville, Texas 75137; and

WHEREAS, the total renovation will include but not be limited to interior updates to the flooring and millwork, framing and insulation, plumbing, HVAC, and exterior improvements; and

WHEREAS, the DCEDC Board of Directors voted to affirmatively approve an application to fund a portion of the requested incentive grant (the Grant) in an amount not to exceed ninety-eight thousand, five hundred eighty-five dollars and sixty-seven cents ($98,585.67) as follows: A. Landscape ($16,425.00); B. Signage ($7,896.00); C. Facade & Architecture ($75,902.81); and D. Pavement ($4,500.00); and

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

SECTION 1. That the City Council of the City of Duncanville, Texas, hereby approves the terms and conditions of an incentive by the Duncanville Community and Economic Development Corporation to North Texas Care Clinic for reimbursement of improvements made for an infrastructure grant in an amount not to exceed ninety-eight thousand, five hundred eighty-five dollars and sixty-seven cents ($98,585.67), which is attached hereto and incorporated herein as Exhibit 'A'; and authorizing the City Manager to execute said grant agreements, after approval as to form by the City Attorney.

SECTION 2. If any provision of this Resolution is held unenforceable, then such provision will be modified to reflect the parties' intention. All remaining provisions of this Resolution shall remain in full force and effect.

SECTION 3. That this resolution shall take effect immediately from and after its passage as the law and charter in such cases provide.

DULY RESOLVED AND ADOPTED by the City Council of the City of Duncanville, Texas, on the 19th day of November 2024.

APPROVED:

_____

Greg Contreras, Mayor

ATTEST:

_____

Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

_____

Robert E. Hager, City Attorney

EXHIBIT A
Approval of Incentive Grant

This Exhibit A, attached to and made a part of the Agreement between North Texas Care Clinic ("Grantee") and The City of Duncanville ("Grantor"), outlines the terms, conditions, and approval of the Incentive Grant awarded to North Texas Care Clinic for various project components as detailed below.

WHEREAS, North Texas Care Clinic has submitted a proposal detailing the objectives and anticipated outcomes of the project, and

WHEREAS, The City of Duncanville has reviewed and approved the terms of the Incentive Grant based on the submitted budget and project scope,

NOW, THEREFORE, the Incentive Grant is hereby approved for the following project components:

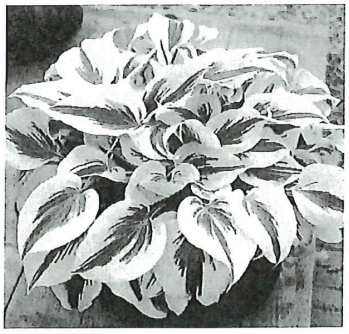
Type of Incentive Grant	Award Requested	Award Approved
A. Landscape	$16,425.00	$10,286.86
B. Signage	$7,896.00	$7,896.00
C. Façade & Architecture	$149,262.00	$75,902.81
D. Pavement	$4,500.00	$4,500.00

Total Amount Approved: $98,585.67

The above amounts are approved subject to the terms and conditions outlined in this Exhibit and the Agreement between the parties. All further details regarding the disbursement, usage, and reporting of the Incentive Grant funds shall be governed by the applicable terms of the Agreement.

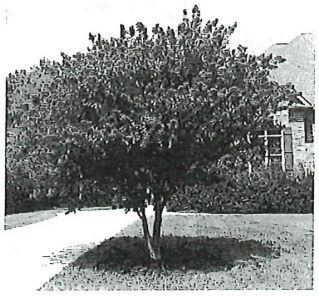
A. Landscape Grant- The purpose of the Landscape Grant is to spruce up the exterior for curb appeal. In addition, they will regrade in order to protect the integrity of the building. Native and drought resistant plants that will be planted include: Hosta, Azalea, Knockout Roses, and Crepe Myrtle trees. A professional landscaper will maintain the grounds on an as needed basis.
B. Signage Grant- for marketing and advertising purposes, building and monument signs featuring our logo and contact info will be erected.
C. Façade and Architectural Improvement Grant- the roofing system on the building is worn and in need of replacement. We are proposing that all metal seams be replaced by similar metal materials; however, the roof will be upgraded with updated commercial grade roofing material that is well insulated. The front door will be more automated in order to accommodate persons with disabilities.
D. Pavement Grant- replace damaged concrete in the front parking lot and restripe the parking spots.

A. LANDSCAPE



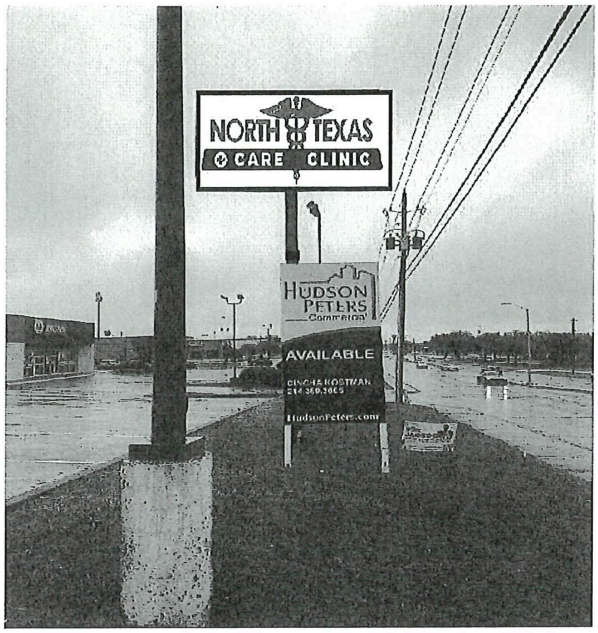
hosta

knock out rose



crepe myrtle

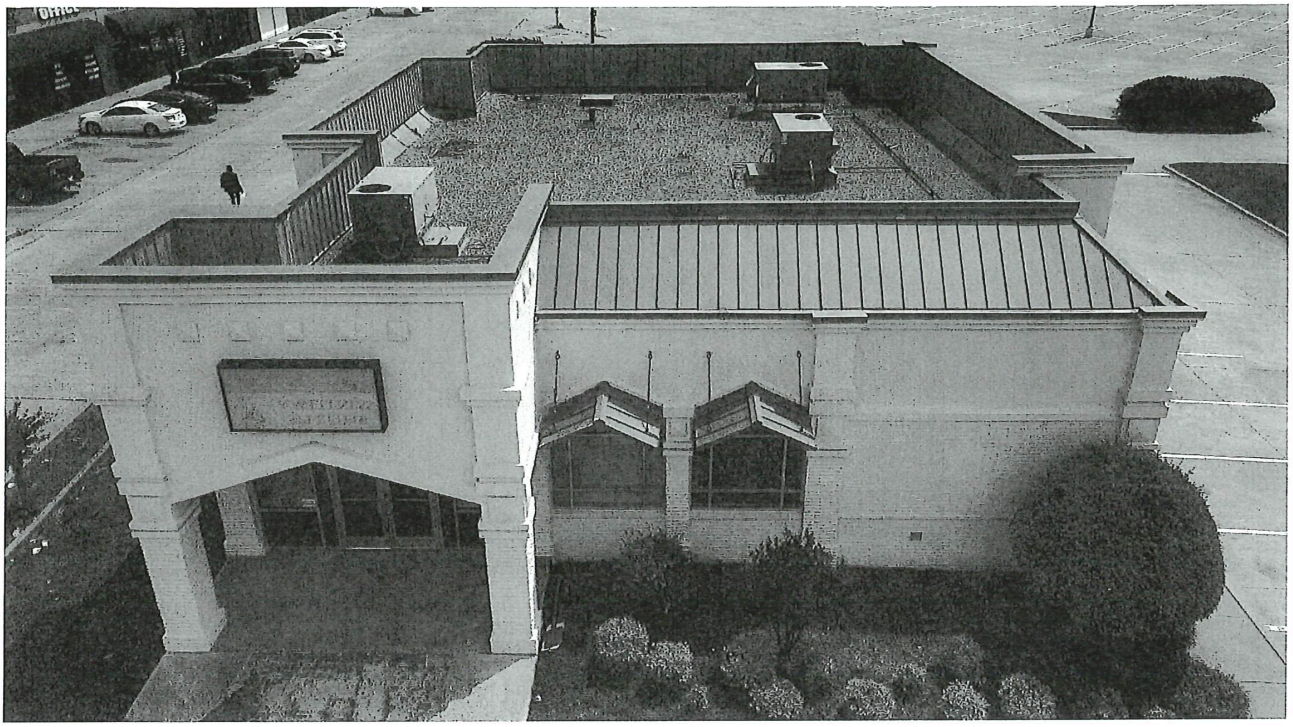
B. SIGNAGE


NORTH TEXAS
CARE CLINIC
HUDSON PETERS
AVAILABLE

NORTH TEXAS
CARE CLINIC
24" wide

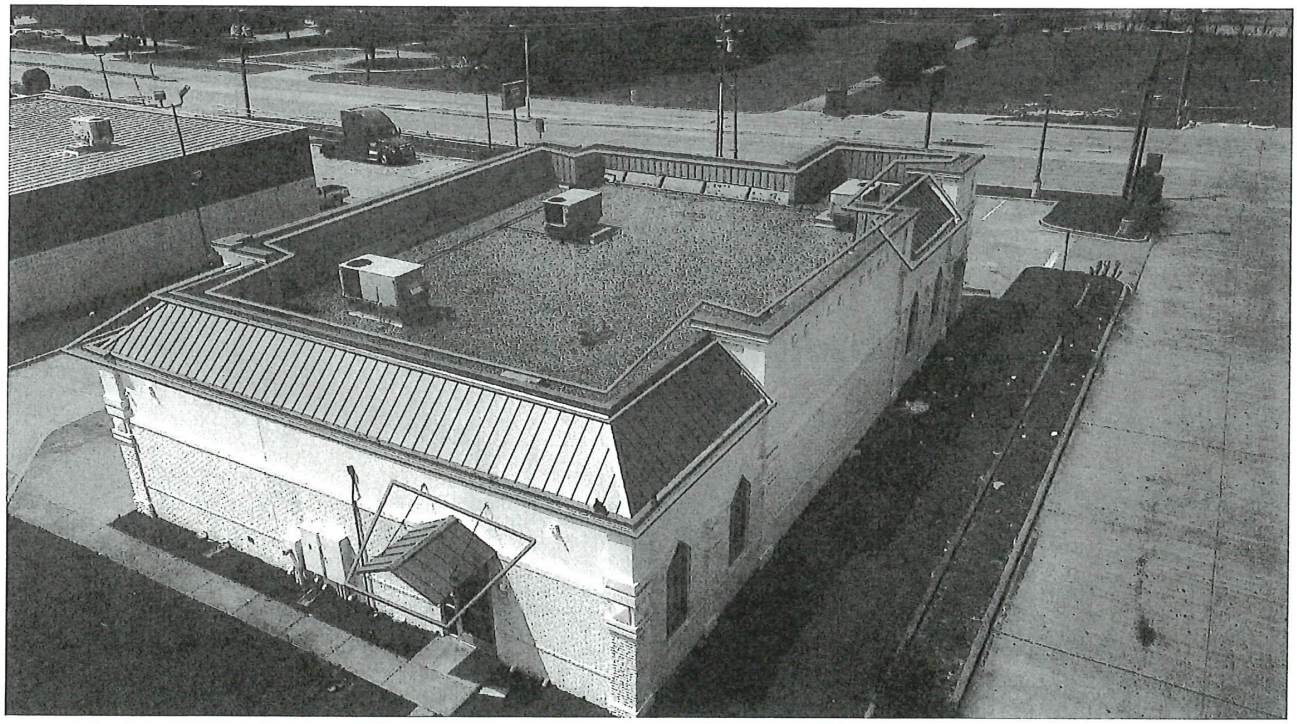
CENTENNIAL CONTRACTING & ROOFING

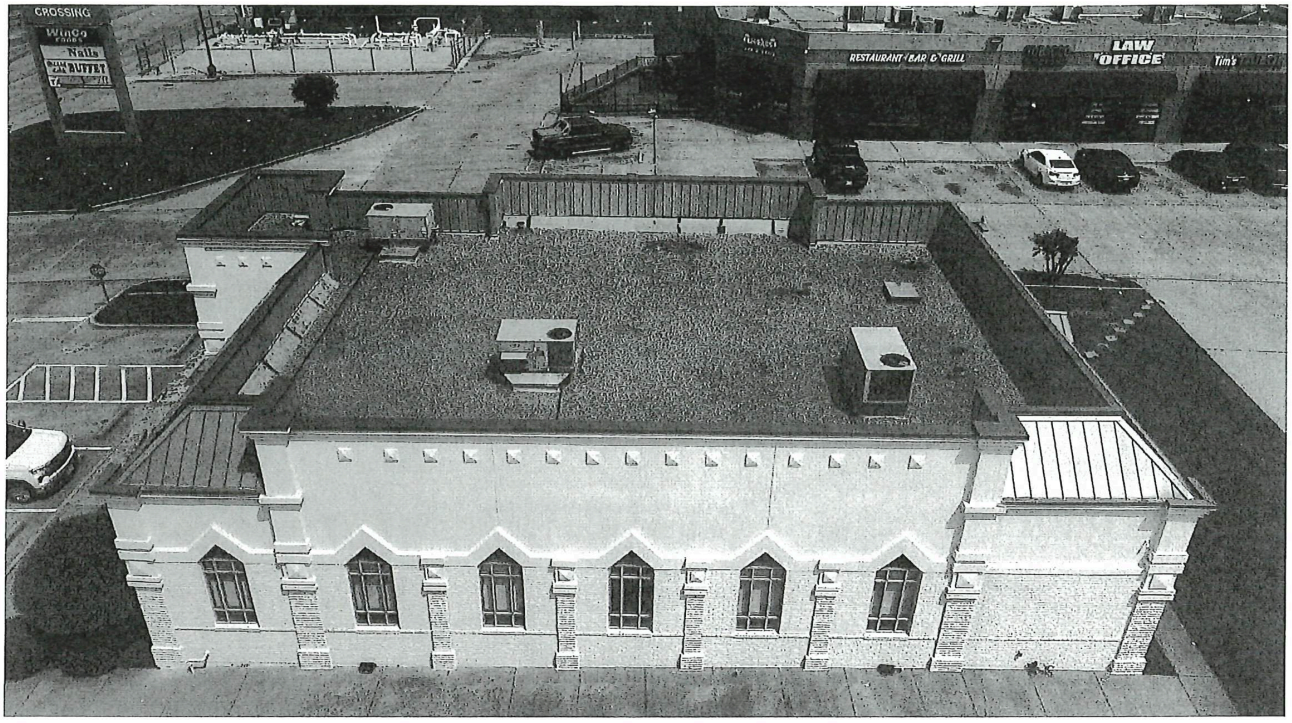
Centennial Contracting & Roofing
1711 N Highway 67 , Midlothian, TX 76065
(972) 223-1765

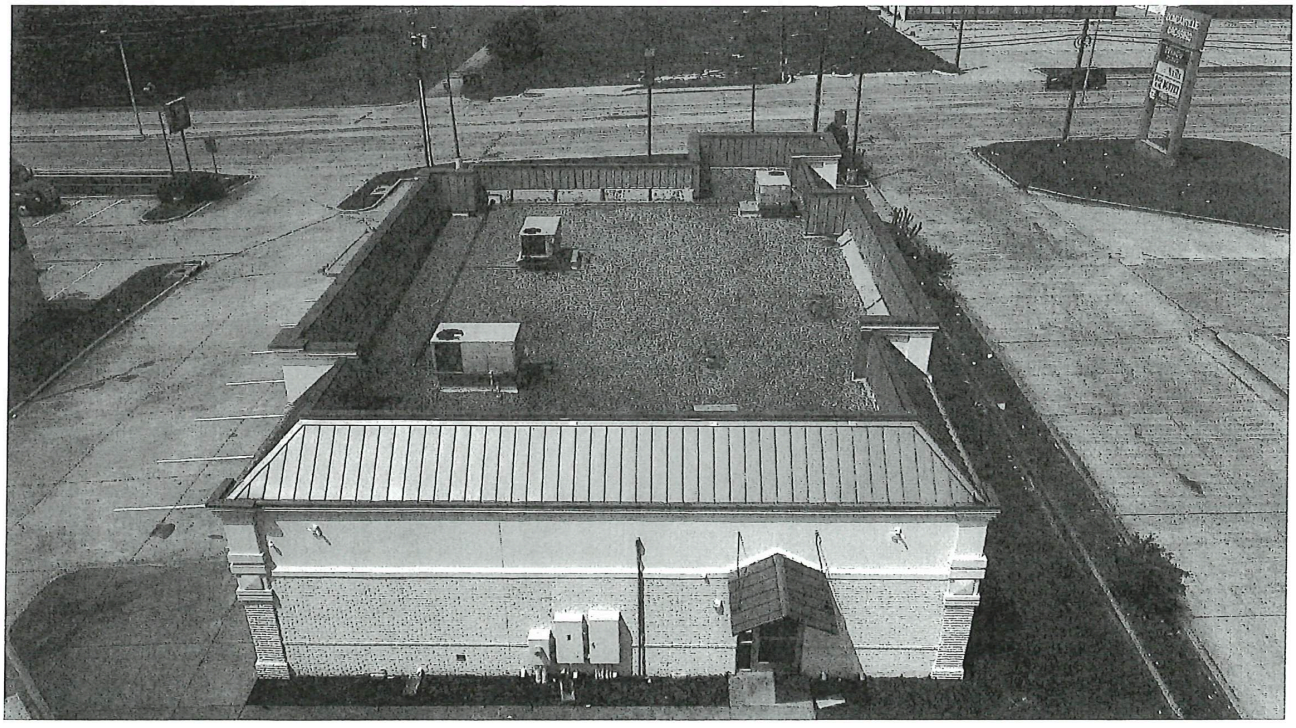


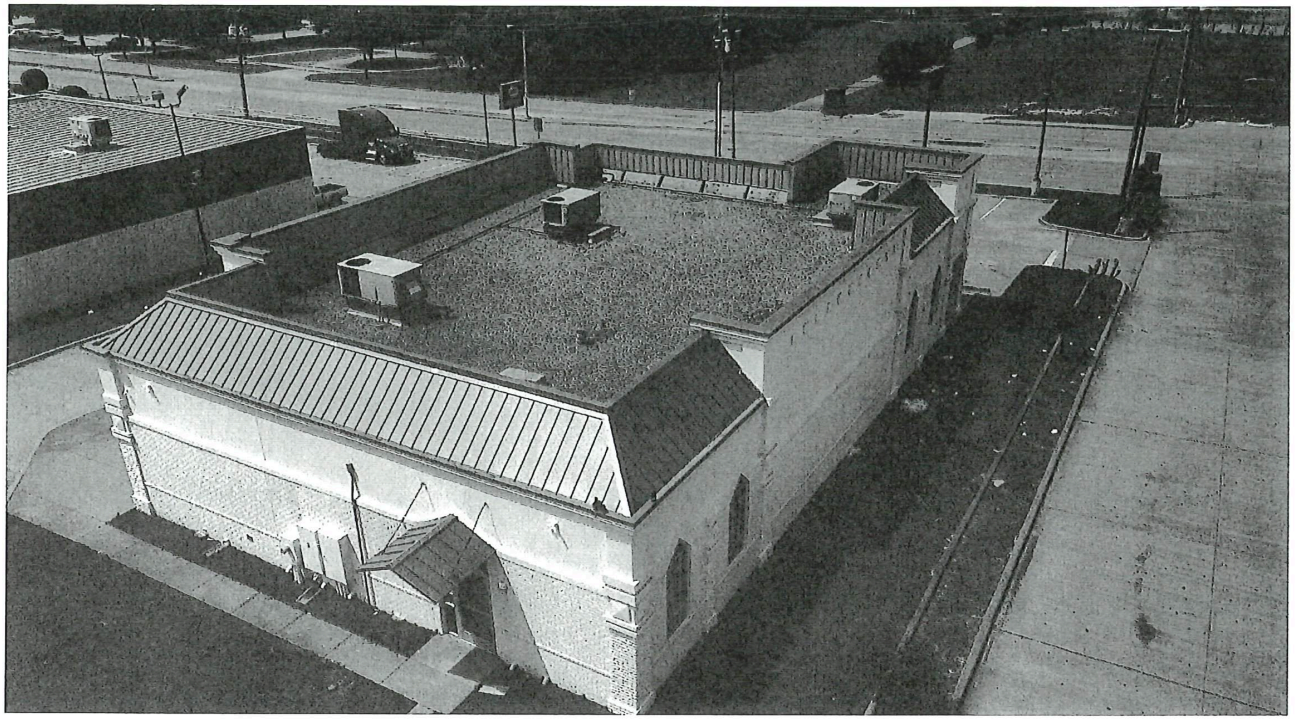
C. FACADE & ARCHITECTURAL IMPROVEMENTS

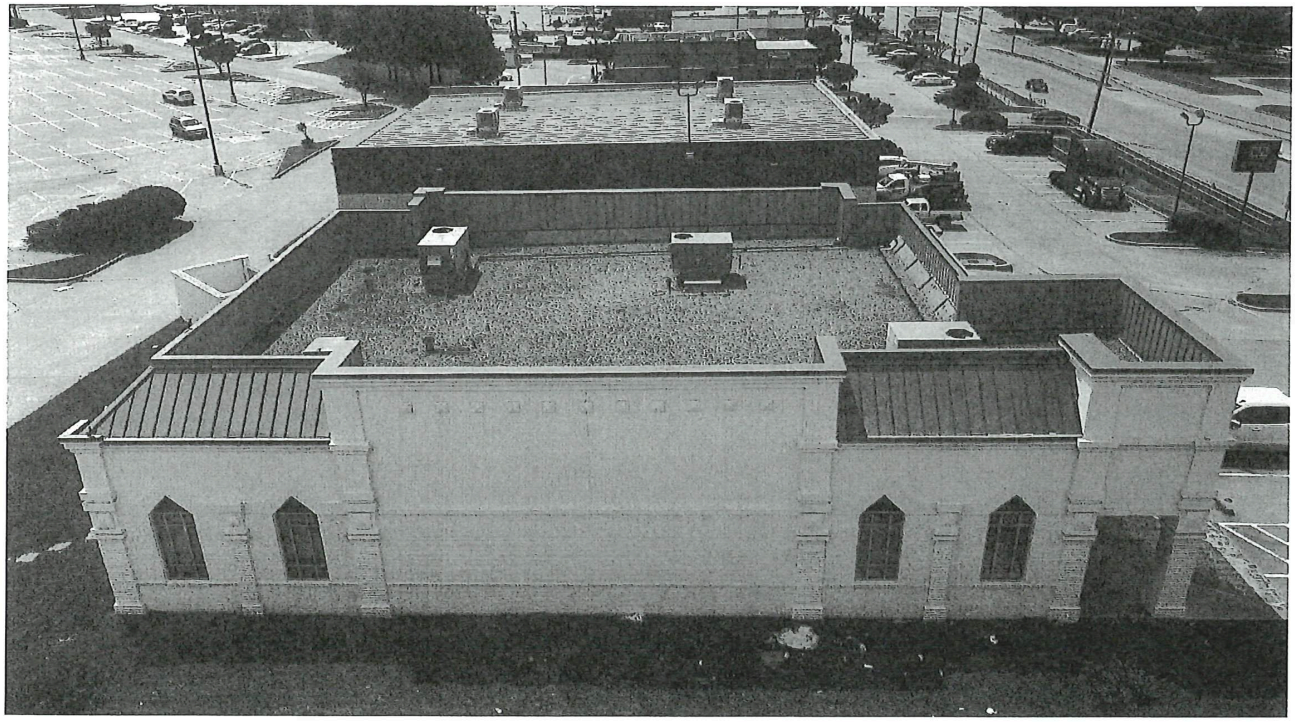
LEGENDS
RESTAURANT/ BAR & GRILL
OFFICE

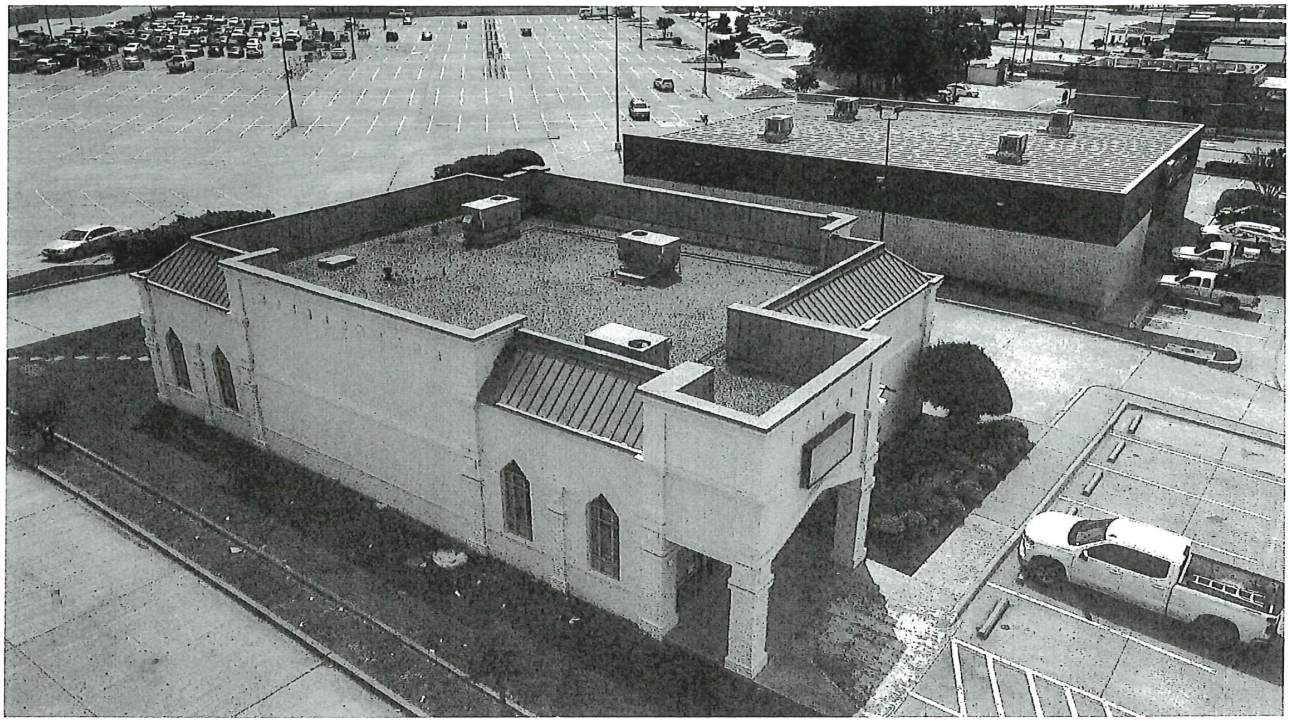



CROSSING
Wings
Nails
RESTAURANT · BAR & GRILL
LAW
OFFICE



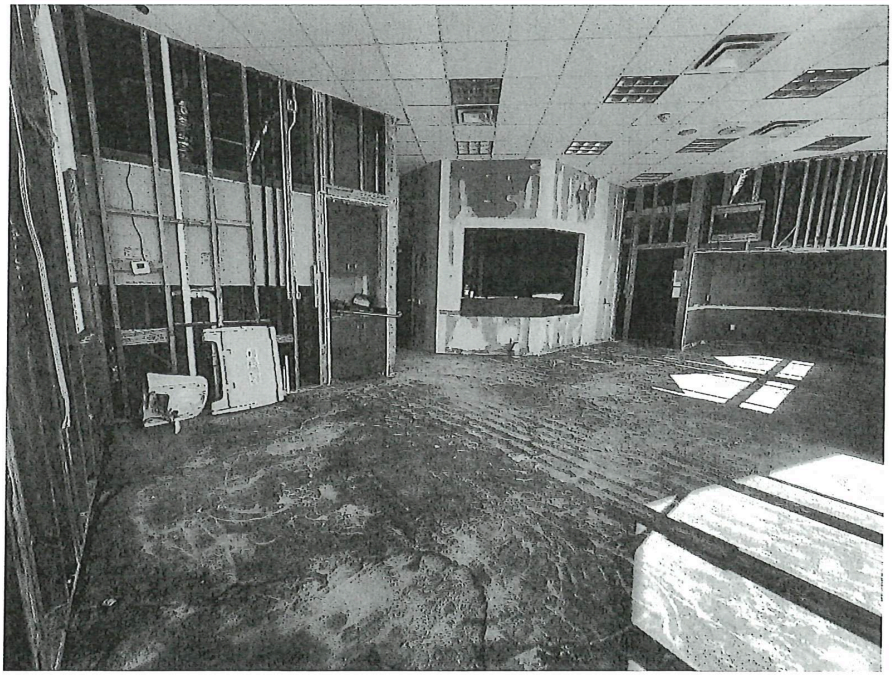






RESTAURANT / BAR & GRILL
OFFICE

D. PAVEMENT



Thank you!

LMichelle Terrell,
Above and Beyond Realty
214.334.5724

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Incentives & Grants Assistance Application

Property Owner The Arana Family Trust
Mailing Address 36 Arana Circle
City Sausalito State & Zip Caifornia 94965
Phone 415-559-7264 Fax _____ Email wanda_arana@yahoo.com

Project Representative Above and Beyond Realty
Mailing Address 445 E. FM 1382 Suite 3-334
City Cedar Hill State & Zip Texas 75104
Phone 214-334-5724

Business Name North Texas Care Clinic
Property Address 726 S. Cockrill Hill Road Duncanville, Texas 75137
Will You Lease or Own the Property? Own by 2025 Legal Incorporation (Sole Proprietor, LLC, etc) Limited Liability Partnership
Type of Business Medical Practice Years in Business 9 Years
Business Plan and Portfolio Available? Yes (If yes, please attach)

Project Description

Total renovation of 726 S Cockrell Hill Rd to included but not limited to interior updates to flooring and millwork, framing and insulation, plumbing, HVAC, and exterior improvements.

Property to be brought up to code from a building and fire safety perspective.

Square footage of Project: 3943 Date Projected for Occupation of Project/Initiation of Operations 08/01/2024

3943 Square Feet Projected Initiation of Operations: August 1, 2024

Fiscal Impact / Financial Background

Current Real Property Value $ 933,000
Estimated Property Investment (if applicable) $ 490,603
Current Sales / Gross Receipts / Revenue Generated $ 500,000
Additional Revenue to be Generated from Business Expansion (if applicable) $ $1 Millon
Sales Growth Expectations: Year One $750,000 Year Two $850,000 Year Three $1 Million
Projected Total Annual Operating Budget of this Facility $ 750,000
Business Liabilities $ 40,000
What infrastructure construction would be required? Reconfiguring bathrooms to be ADA compliant, roof improvement, HVAC/Plumbing upgrade, mold remediation, millwork and cabinetry replacement, wall buildouts, flooring, paint, insulation, signage and landscaping.

Interior Investments $ 261,775 Exterior Investments $ 228,828 (grant items + HVAC)

Are you entering into a Loan? no If yes, please answer the following:
Loan Amount $ _____
Down Payment $ _____
Construction Price of Improvements or Buildings $ _____
Lending Institution _____
Lender's Address _____
Lender's Contact Person _____

Employment Impact

Total Number of Jobs 14 Total Annual Payroll $ 860,000
Type of Jobs Created Medical Assistants, Nurse, Lab technician, Sanitation workers, Billing/Coding Specialist, Physicians

Percentage of Employees who will be Duncanville Residents 5%
Number of Full-time Employees 10 Number of Part-time Employees 4

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IMPORTANT PARTICIPATION REQUIREMENTS FOR *EACH GRANT*:

- Applicant's buildings must be subject to property taxes.
- Work cannot have started prior to submitting a completed application.
- Only fully completed applications will be eligible for consideration.
- All City/State laws, ordinances, and policies must be followed.
- The applicant must submit a current photo and a schematic/rendering of the property requiring the grant.
- 3 detailed bids; Duncanville businesses are preferred if the service is offered locally.
    - Bid information should also include the following:
        - Business Name
        - Contact Name
        - Contact Phone Number
        - Business Address
        - Cost of Services
- Grants, by default, are paid as a ***REIMBURSEMENT*** unless otherwise agreed upon.
- The City will take a "Before" photo of the property. After the **PAID Invoice** has been submitted, the City will inspect the work and take an "After" photo for comparison prior to issuing funds.
- An ***Attestation of Completion of Work*** will be required when requesting the grant disbursement.
- The approved project must be completed within six (6) months of City Council approval date, or the applicant will be required to present a project update to the DCEDC Board in order to ensure continued funding of project.
- The project and request for disbursement of the grant funds must be made prior to the one-year approval anniversary.
- Project funding is not a guarantee and is at the discretion of the DCEDC Board and the City Council.

TYPE OF INCENTIVE GRANTS: *Place a check mark in the corresponding box of the grant(s) you are applying for.*

☐ Sales Tax Grant

Amount Requested $ _____

Estimated Annual Sales Generated $ _____

Program Specifications:

1. New and existing businesses may qualify for a rebate grant based on a percentage of sales received by the City.
2. Sales Tax Grants are for a maximum of ten (10) years.
3. Grants are paid in annual installments within ninety (90) days after the end of each twelve-month calendar period following the issuance of a certificate of occupancy or other commencement date if no certificate of occupancy is required.

■ Business Retention and Expansion Grant

Amount Requested $ 30,000

Program Specifications:

1. Duncanville businesses operating within City limits for at least three (3) years that are at-risk of relocating or are looking to expand business operations outside of Duncanville are eligible for up twenty-five hundred dollars ($2,500) per full-time employee making at least eighty-percent (80%) of the Dallas County median wage.
2. To qualify, businesses must prove through a bonafide incentive offer or pending lease agreement that they are seeking relocation or expansion outside of Duncanville. A notarized attestation may substitute the lease or incentive agreement.

■ Paint Grant

Amount Requested $ 7800

Program Specifications:

1. The Paint Grants were established to assist small business owners with refurbishing the exterior of a commercial building in need of fresh paint.
2. Eligible costs include: Supplies, cost to appropriately prepare surfaces of the building, and labor costs.
3. Only buildings that have been previously painted and need to be repainted qualify for a grant unless special circumstances arise.
4. New construction projects are not eligible.
5. Buildings can only qualify every five (5) years for a paint grant unless special circumstances arise.

Attach the following documentation to the application:

1. Current photo of building.
2. A sketch, drawing, architectural rendering, or computer image of the proposed building or a current photo of the building that shows where the different paint colors will be applied.
3. Color samples of proposed paint. Be sure to identify brand/name/number of color.

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■ **Landscape Grant** Amount Requested $ 16,425

Program Specifications:

1. Landscape Grants were established to broaden the City's focus on curb appeal and encompass Duncanville's business corridors.
2. Eligible costs include: Materials, labor costs, permit/tap fees.
3. Plants must be perennials.
4. Drought tolerant and/or Texas native plants are encouraged.
5. Properties can only qualify every five (5) years for a landscaping grant unless special circumstances arise.

Attach the following documentation to the application:

1. A photo of the current landscaping and property.
2. A sketch, drawing, architectural rendering, or computer image of proposed landscape including a list of all plants to be used.
3. Contractor license irrigation number on each bid. A working irrigation system is required for a Landscape Participation Grant.
4. A letter describing how your company plans to maintain the landscaping.

■ **Signage Grant** Amount Requested $ 7,896

Program Specifications:

1. Signage Grants were established to assist small existing business owners with the costs associated with replacing and updating nonconforming signs to the City's current standards, or new signs for existing businesses that have been at the current location for a minimum of one (1) year, or for new businesses that have been in business outside the city limits for a minimum of three (3) years.
2. Eligible costs include sign, labor costs, sign permit fee.
3. A City of Duncanville sign permit is required in order to receive reimbursement for the sign.

Attach the following documentation to the application:

1. A current photograph of the business showing the sign to be replaced.
2. A sketch, drawing or computer image of proposed new signage.

■ **Façade and Architectural Improvement Grant** Amount Requested $ 149,262

Program Specifications:

1. The architectural aesthetic and beauty of the façade of a building enhances property values and encourages people to visit Duncanville.
2. The DCEDC will consider all Façade and Architectural Improvement Grants that enhance that façade and beautifies the building and surrounding area.

■ **Pavement Grant** Amount Requested $ 4,500

Program Specifications:

1. The paving and repaving of impervious surfaces is one of the most expensive and frequent barriers to the redevelopment of commercial locations.
2. The DCEDC shall consider incentives to assist in the repaving of impervious surfaces to bring them up to code and safety standards to ensure code compliance promote business expansion and investment.

□ **Demo, Redevelopment, Reuse Grant** Amount Requested $ _____

Program Specifications:

1. Applicant's buildings must be subject to property taxes and applicant must be current on all taxes.
2. Applicant must agree to demolish, redevelop, or renovate the existing residential or commercial structure and build back a structure of greater value at the same location.
3. Applications must be submitted with an estimated project budget documentation and approved by the DCEDC and/or City Council before projects are started.
4. Rebuild, redevelopment, reuse, or renovations must equate to at least 51% of the most recent August 1 Dallas County Appraisal District assessed value.
5. Residential and Commercial structures must be built back in accordance with the agreement signed with the City or the incentive will be forfeited and any funds dispersed must be returned to the City within a reasonable timeframe not to exceed six (6) months or the City is entitled to pursue legal action to recover said funds and reasonable attorneys' fees and expenses incurred by reason of such action.
6. All applications must include renderings (site plans) of the proposed project and include the current value of the property and the proposed value of the demo, redevelopment, or reuse.
7. Demo, Redevelopment, or Reuse of the building must be completed within twelve (12) months of receiving the building permit to be eligible for the reimbursement of the incentive.
8. For single-family projects, ownership must be transferred to an individual that will occupy the home within two years of project completion.

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☐ **Infrastructure Grant** Amount Requested $ _____

Program Specifications:

1. Type B EDC's may assist in the development of infrastructure that has a public benefit.
2. Eligible costs include exterior water and sewer improvements, grease traps, and street and drainage related improvements.

Attach the following documentation to the application:

1. Stamped engineering plans that outline in detail the scope of work.

■ **Other Incentive** mold remediation Amount Requested $ 14,000

mold remediation

mold remediation

Total Grant Amount Requested $ 229,883

******If all requirements are not followed, the DCEDC Board has the authority to reject the grant request as well as not issue the grant funds for approved requests.***

AGREEMENT: I hereby certify that, to the best of my knowledge, all information submitted in the above Incentives & Grants Application and all attachments are correct and accurate. I understand that by completing this application, I am making a formal request to receive an economic development grant for our company that is contingent based upon the acceptance/approval of the DCEDC Board and Duncanville City Council. I understand that the project workmanship must be approved by the City before grant money can be disbursed. Additionally, I understand that incentive or grant money is traditionally paid at the completion of the project as a reimbursement and that in order to be eligible for any type of DCEDC funding, a request must be made prior to the commencement of the project. I also understand that the review and approval process will take a minimum of 30 days and that it is my responsibility to ensure that our project meets all City ordinances and/or requirements. I understand that all completed work is required to be reviewed and inspected by the Building Official or their designee. A Letter or Attestation of Completion of Work must be submitted to the City. I also understand that the approval of an incentive or grant is effective for one year from the date of City Council approval, and the project and request for disbursement of the grant funds must be made prior to the one-year approval anniversary unless otherwise approved through corrective action. In addition, if the project is not completed within six months of the City Council approval date, I will be required to present an update to the DCEDC Board at their next regular meeting.

Printed Name Kellee Randle, DO **Date** June 10, 2024

Signature DocuSigned by: Terrence Taylor/Kellee Randle The KLR Physician Group PLLC DF051A67278B41B...

Duncanville City of Champions

City of Duncanville
Economic Development
203 E. Wheatland Road
Duncanville, TX 75116
972.780.5090
www.DuncanvilleEDC.com

L Michelle Terrell
Above and Beyond Realty
214-334-5724
Michelle@aboveandbyond.com

June 6, 2024

Duncanville Community and Economic Development Corporation
Duncanville City Hall
203 E. Wheatland, Duncanville, TX 75116
eco@duncanville.com

To whom it may concern:

Please accept this request for funding part of the construction costs for the expansion of North Texas Care Clinic. Funding of this project is essential because with it we can address the expanding healthcare needs of the community. Currently, we are seeking $231,000 in funding. This financial support will allow us to meet the needs of our growing demand of patients in the area by enlarging our work space and hiring additional healthcare workers within our network.

I would like to thank you for your consideration and for providing our organization like ours with opportunities to make a difference in the community.

Sincerely,

Dr. Terrence Taylor

Terrence Taylor

TABLE OF CONTENTS

Introduction of the Applicant(s) .....

Project Narrative.....

Budget Justification/Scope of Work .....

Community Impact.....

Type of Incentives.....

Summary of Bids.....

Exhibits

1. Lease Agreement
2. Exterior Paint- Paint color selection
3. Landscape Designs and Quotes
4. Signage Design and Quotes
5. Façade & Architectural Rendering & Roofing, HVAC, Exterior Door, Windows Quotes
6. Mold Remediation
7. Before pictures & Renderings

North Texas Care Clinic (NTCC) was established on October 27, 2014, to provide quality healthcare in Duncanville. Over the last decade, NTCC has amassed over 7,000 patients with countless encounters. As our practice grows, we continue to provide quality, evidence-based care to our patients. We are an Internal Medicine practice, but we are expanding our offerings to include psychiatric, obstetric, allergy, and weight loss services, to name a few. Our objective is to address the needs of the most vulnerable healthcare populations, especially those receiving Medicaid and Medicare benefits.

Our rapidly growing practice demands we move to a larger facility. Relocating our practice to other cities within the Metroplex was an option particularly in the Dallas/Desoto area, but we chose to stay in Duncanville. We are committed to our patients and this community. Many of our patients reside in Duncanville and commuting elsewhere is not ideal. It is for this reason we will continue to provide quality healthcare within the city of Duncanville.

We seek consideration for grant monies from the city of Duncanville to improve our new site located at 726 S Cockrell Hill Road. It boasts over 3700 square feet and will allow us to care for more patients and to provide a variety of service lines under one roof. We are making healthcare accessible and affordable for the residents of Duncanville and the surrounding areas.

In addition to serving the community, expansion will lead to job creation. Currently, we employ two healthcare providers with five support staff members. We anticipate doubling the number of staff and providers within the first year at the new facility, supporting economic development within the city.

We look forward to continuing a collaborative and ongoing relationship and appreciate your consideration.

Kellee Randle, DO, FACOI

Terrence Taylor, DNP

PROJECT NARRATIVE

Investments in public health not only improve the health of society but also advance equity and foster economic and climate resiliency. The World Health Organization defines public health as “the art and science of preventing disease, prolonging life and promoting health through the organized efforts of society. In the United States, the public health system is dedicated to disease prevention and health promotion through federal, state, and local agencies and departments that track and predict emerging and persistent threats, respond to health risks and events, and promote health through education, intervention, and policymaking. It also identifies and addresses health disparities. These disparities became all too apparent during the recent Covid epidemic. Hence, the need for continued investment in healthcare infrastructure to reduce disparities in healthcare services provided to populations disproportionately affected by epidemics. This can be accomplished via the joint collaboration of North Texas Mobile Care Clinic and the KLR Group (*the Clinic*), a premier health provider.

BUDGET JUSTIFICATION

This grant application requests partial support to upgrade the 726 S Cockrell Hill Rd commercial building that had once been an Urgent Care Clinic, along with a former Spine Pain Management practice. Now, we are looking to remodel the facility and bring up to code for clinical services administered by The North Texas Care Clinic's partnership with the KLR Group. With a construction budget totaling more than $492,000, the improvements will have a positive impact on the tax base of Duncanville by enhancing its potential property value by more than 50%. The complete scope of work includes the following:

DEMO & MOLD REMEDIATON

1. Extreme Rotted Wood – Cut remove/replace & secure with metal straps where necessary; Replace the moisture barrier around the base of the building.

2. Remove & Replace Wall and Ceiling sections as specified in plans

3. Remove & Prep all Floor covering

4. Remove Cabinets (Saving where possible)

5. Safely remediate lead lined walls in the Xray room

6. Remove all existing Flooring

BUILD OUT

1. Frame & Sheetrock all walls as specified in plans (raise ceilings as needed)

2. Ceiling Tile and Grids to match newly created rooms

3. Commercial luxury vinyl plank, not laminate glued down

4. Baseboards and chair rail in waiting room; baseboards throughout

5. STONE – Install Stone pieces to (interior wall sections: Waiting Rm & Bus. Office)

6. Build-out Custom Cabinets to clients' specs, as draw in plans: new cabinet and door hardware including handles, cabinet locks and door stops

7. Installation of Quartz & Corian as request by client's example

8. INSULATION – Spray Foam Insulation (Waiting Room Area) and BATTS to Walls added Insulation in the walls of the telehealth as well

9. ELECTRICAL - Ceiling lights by plans with added specifications made later

10. HVAC System replacement (2) and 1 System repair, as noted on plans, includes (relocation of vents & professional duct cleaning)

11. ELECTRICAL - Replace of all electrical plugs and switches w/motion sensor in all Exam Rooms & Bathrooms

12. ELECTRICAL - Dimmer Switches installed in (2) Doctor Offices (104 & 105) Dimmer switches for the recessed lights in the waiting area

13. ELECTRICAL – add outlet to: Coffee stop (Waiting Rm), Sign wall (BUS. Office), TELEHEALTH Wall, (2) plugs Hallway (across Exam4 & Exam5) Electrical outlet also added in the nurse's station across from infusion room and also doctor offices

14. PLUMBING – New toilets, sinks and faucets to ALL restrooms

15. PLUMBING – New Water Heater and mop sink to Storage Room

16. PLUMBING – New Water Line for Fridge in Breakroom

17. PLUMBING - New faucets for break room; cap off plumbing in doc office

18. ROOFING – Remove/Replace with New TPO roofing for improved insulation and mitigate water intrusion

19. ROOFING – Remove/Replace Metal Seam Roof and Awning with New (same color) to mitigate water intrusion
20. PAINTING – Repair and Texture ALL INTERIOR and EXTERIOR Walls
21. PAINTING – Prime and Paint ALL INTERIOR Walls
22. GLASS – Design and Installation of Bullet Proof Glass Business Office
23. GLASS – Install glass to various cabinets
24. DOORS – EXTERIOR FRONT SLIDING DOOR allow for easier access by the patients
25. DOORS – INTERIOR DOORS remove/replace (as noted on plans)
26. DOORS – INTERIOR DOORS installation Security feature on some: Buzzers and Card
27. LANDSCAPE – Installation of French Drain System on sloped side of building
28. LANDSCAPE – Installation of Hedges & Trees on sloped side of building
29. LANDSCAPE – Cleanup & Beautify Front
30. LANDSCAPE - regrade the side of the building
31. Hang new window treatment
32. Seal windows and replace windowsills with quartz
33. Fire dept required: Exit signs and Extinguisher Cabinets with new or updated extinguishers
34. Specimens pass through door added in bathroom to lab
35. Parking LOT – Fresh Striping Paint to include two handicap LOGOS and Fire Lane
36. Parking LOT – Re-mount to Handicap Signs in front of Building
37. Parking LOT – Repairs to cracked front elevation only
38. Create TELEHEALTH room for access to online healthcare.

COMMUNITY IMPACT

Destination Duncanville highlights the importance of “addressing the current needs of the City while growing and planning for the future” through these six Guiding Principles *(City of Duncanville Comprehensive Plan, Updated 5/9/2022)*:

1. Economic Development,
2. Connectivity,
3. Community character and branding,
4. Neighborhoods,
5. Downtown,
6. Development and Redevelopment

The Clinic is situated in Opportunity Area 1 and we recognize the City’s desire to “develop and enforce aesthetic and design standards of properties along US 67” *(City of Duncanville Comprehensive Plan, Updated 5/9/2022, pg 55).* Almost 1/2 of the construction budget is geared towards improving the exterior of the building. The exterior façade will be repainted to complement the metal seams of the roofing system. Improving the landscape of a medical facility can significantly enhance its curb appeal, making it more welcoming for patients and visitors. Here are the landscaping ideas and considerations that will help us achieve an attractive and functional outdoor space:

1. Plan and Design

Create a cohesive design that complements the architecture of the medical facility to its surrounding area.

2. Entryway and Pathways

- **Welcoming Entrance:** Create a welcoming entrance with well-maintained pathways, clean signage, and decorative elements such as planters or flower beds.
- **Accessible Pathways:** Ensure pathways are wide, smooth, and accessible for all patients, including those with mobility issues. Use materials that are slip-resistant and durable.
- **Entryway:** Automatic door openings to aid those persons with disabilities

3. Green Spaces and Gardens

- **Lush Lawns:** Maintain well-manicured lawns with lush, green grass. Regular mowing, fertilization, and irrigation will keep the grass healthy and vibrant.
- **Flower Beds:** Plant colorful flower beds near the entrance and along pathways. Choose a mix of perennial and annual flowers for year-round color.

4. Trees and Shrubs

- **Shade Trees:** Plant Crepe Myrtle shade trees to provide relief from the sun and create a cool, comfortable environment. Select trees that are native to the area and require minimal maintenance.
- **Evergreens:** Use evergreen shrubs and trees for year-round greenery. They can also act as windbreaks and provide privacy.
- **Flowering Shrubs:** Incorporate flowering shrubs like azaleas, hydrangeas, or roses to add seasonal color and interest.

5. Lighting

- **Pathway Lighting:** Install pathway lighting to ensure safe navigation during the evening. Use solar-powered lights for an eco-friendly option.
- **Accent Lighting:** Use accent lighting to highlight key landscape features, such as trees, statues, or architectural elements of the building.

6. Seating and Outdoor Furniture

- **Benches:** Place bench along pathways or near garden area to provide seating for patients and visitors.

7. Seasonal Decorations

- **Seasonal Plantings:** Change plantings seasonally to keep the landscape fresh and vibrant.
- **Holiday Decorations:** Tastefully decorate the exterior during holidays to create a festive atmosphere.

8. Sustainable Practices

- **Native Plants:** Use native plants that are well-adapted to the local climate and require less water and maintenance.

9. Maintenance Plan

- **Regular Maintenance:** Establish a regular maintenance schedule to keep the landscape looking its best. This includes mowing, pruning, weeding, watering, and seasonal clean-up.
- **Professional Services:** Consider hiring a professional landscaping service to ensure the landscape is consistently well-maintained.

Conclusion

Enhancing the curb appeal of a medical facility through thoughtful landscaping can create a more inviting and therapeutic environment for patients, visitors, and staff. By incorporating a mix of greenery, colorful flowers, and comfortable seating, you can significantly improve the exterior aesthetics and overall experience.

The expansion of North Texas Care Clinic also positively impacts the labor market by bringing in more healthcare providers, along with support staff to the City of Duncanville as evidenced by the Staffing Sheet shown below:

Position	Full or Part time	Annual Compensation
Medical Healthcare Provider-NTCC Owner	Full time	
Medical Healthcare Provider-KLR Owner	Full time	
Medical Healthcare Provider	Full time	$130,000
Medical Healthcare Provider	Part time	$50,000
Medical Healthcare Provider	Part time	$50,000
Medical Healthcare Provider	Part time	$75,000
Revenue Cycle Manager	Full time	$70,000
Medical Assistant	Full time	$45,000
Medical Assistant	Full time	$45,000
Nurse	Full time	$60,000
Practice administrator	Full time	$70,000
Nurse	Full time	$60,000
Chief Patient Experience Officer	Full time	$60,000
Nurse	Full time	$60,000
Medical Assistant	Full time	$45,000
Facility Custodian	Part time	$40,000

The highlighted staff will be the added positions once moved to the new location.

The construction of the building will utilize resources locally and throughout Dallas County in the area of supplies and laborers. A fiscal benefit to the City and Residents of Duncanville is achieved via property tax revenue. Currently appraising at $933,210 (dcad.org), we anticipate the additions will add an additional $500,000 in real estate improvements to the property by sprucing up the exterior as well as upgrading the interior. Personal property value of $50,000 will be added once the medical equipment has been installed.

TYPE OF INCENTIVES

The Mission of the Duncanville Economic Development Corporation (DEDC) is to serve as a catalyst for community development and economic opportunity. The expansion of North Texas Mobile Urgent Care Medical Clinic will benefit the community as healthcare needs increase. In addition, this construction project provides economic opportunity for local and surrounding businesses. The Clinic will apply for the following incentives:

*Business Retention and Expansion Grant- NTCC, currently practicing in Duncanville for almost 10 years, was looking to expand its practice outside of Duncanville. At one point, the medical district near Charlton Methodist was a consideration. Currently, we are in a lease agreement for the space at 726 S Cockrell Hill Road. See Exhibit 1.

*Paint Grant- the exterior will be pressure washed, repaired and repainted Stark white color by Senergy Standard, removing all mold and water stains. See Exhibit 2A

*Landscape Grant- as described earlier, we want to just really spruce up the exterior for curb appeal. In addition, we will regrade in order to protect the integrity of the building. Native and drought resistant plants that will be planted include: Hosta, Azalea, Knockout roses and Crepe Myrtle trees. A professional landscaper will maintain the grounds on an as needed basis. See Exhibit 3A

*Signage Grant- for marketing and advertising purposes, building and monument signs featuring our logo and contact info will be erected. See Exhibit 4

*Façade and Architectural Improvement Grant- the roofing system on the building is worn and in need of replacement. We are proposing that all metal seams be replaced by similar metal materials; however, the roof will be upgraded with updated commercial grade roofing material that is well insulated. The front door will be more automated in order to accommodate persons with disabilities. See Exhibits 5

*Pavement Grant- replace damaged concrete in the front parking lot and restripe the parking spots.

*Other Incentive- mold remediation for the interior space that includes insulation, framing, sheetrock and paint of the waiting room. See Exhibit 6

Bid Summaries- 726 S Cockrell Hill @gbq $ @sbecr

Renovations Include the following:

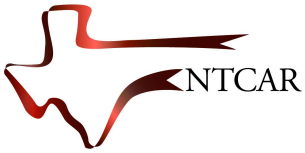
Façade & Architectural- Replace metal seams around the roof
Paint Grant- Paint exterior
Landscape grant- Landscape and Drainage
Façade & Architectural- Automatic Doors
Pavement Grant- Driveway and striping
Façade & Architectural- Glass windows update
Mold Remediation
Signage Grant
Façade & Architectural- Roof replacement
HVAC
Demo and other interior renovation- paint interior, interior doors added, new cabinetry, new counters, bathroom remodel, add office and infusion rooms, new ceiiling grids, updated lighting, new plumbing fixtures, upate existing plumbing fixtures and valves, new flooring

Bid 1	Bid 2	Bid 3		Budget	Grant line Items
$ 37,500.00	$ 35,613.00			$ 35,613.00	
$ 7,800.00	$ 7,900.00			$ 7,800.00	
$ 13,371.00	$ 16,425.00	$ 4,100.00	$9,368.00	$ 16,425.00	
$ 13,376.00				$ 13,376.00	
$ 4,400.00	$ 6,500.00	$ 4,500.00		$ 4,500.00	$ 199,883.00
$ 24,500.00	$ 32,880.00			$ 32,880.00	
$ 23,500.00	$ 15,907.00	$14,000.00		$ 14,000.00	
$ 7,896.00	$ 3,734.00	$17,977.00		$ 7,896.00	
$ 67,393.00	$ 98,000.00	$45,000.00		$ 67,393.00	
$ 28,945.00	$ 25,200.00	$24,000.00		$ 28,945.00	
$312,897.00	$261,775.00			$ 261,775.00	
		Budget Retention			$30,000
		Total project		$ 490,603.00	$229,883

Line items identified in the grant

Exhibit 1- Lease Agreement

Hudson Peters Commercial



NORTH TEXAS COMMERCIAL ASSOCIATION OF REALTORS®

COMMERCIAL LEASE AGREEMENT

between

The Arana Family Trust - 2007
(Landlord)

and

North Texas Mobile Urgent Care PLLC/The KLR Physician Group PLLC, jointly and severally
(Tenant)

TABLE OF CONTENTS

Article
1. Defined Terms
2. Lease and Term
3. Rent and Security Deposit
4. Taxes
5. Insurance and Indemnity
6. Use of Premises
7. Property Condition, Maintenance, Repairs and Alterations
8. Damage or Destruction
9. Condemnation
10. Assignment and Subletting
11. Default and Remedies
12. Landlord's Contractual Lien
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14. Environmental Representations and Indemnity
15. Professional Service Fees
16. Miscellaneous and Additional Provisions

Exhibit 1- Lease Agreement

COMMERCIAL LEASE AGREEMENT

[Throughout this Lease, complete all blanks and check all boxes that apply. Blanks not completed and boxes not checked do not apply.]

For good and valuable consideration, the parties to this Commercial Lease Agreement (the **"Lease"**) agree as follows:

ARTICLE ONE

DEFINED TERMS

As used in this Lease, the terms set forth in this Article One have the following meanings:

1.01 **Effective Date:** The last date beneath the signatures of Landlord and Tenant on this Lease.

1.02 **Landlord:** **The Arana Family Trust - 2007**
Address: **36 Arana Circle**
Sausalito, CA 94965
Telephone: **(415)559-7264** ~~Fax:~~
Email: **wanda_arana@yahoo.com**

1.03 **Tenant:** **North Texas Mobile Urgent Care PLLC/The KLR Physician Group PLLC, jointly and severally**
Address: **529 W Wheatland**
Duncanville, TX 75116
Telephone: **(817)501-2616** ~~Fax:~~ **(267)981-0308**
Email:

1.04 **Premises *[include Suite or Unit No., if applicable]*:** **726 S Cockrell Hill Rd, Duncanville, TX 75137**

A. Building Name: **726 S Cockrell Hill**

B. Street address: **726 S Cockrell Hill Rd**
Duncanville, TX 75137
in **Dallas** County, Texas.

C. Legal description: The property on which the Premises are situated is described as:
Cockrell Hill Crossing Rep
Lot 3A ACS 0.5194

and may be more particularly described on the attached **Exhibit "A", Survey or Legal Description** (the **"Property"**). The term "Property" includes the land described on Exhibit "A", and any improvements on the land (including the Premises).

D. Floor Plan or Site Plan: Being a floor area of approximately **3943** square feet, or a land area of approximately **n/a** square feet or approximately **n/a** acres, and being more particularly shown in outline form on the attached **Exhibit "B", Floor Plan or Site Plan.**

E. Tenant's Pro Rata Share: **100.000** %.

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Exhibit 1- Lease Agreement

1.05 **Term:** 0 years and 11 months beginning on March 1, 2024 (the **"Commencement Date"**) and ending on January 31, 2025 (the **"Expiration Date"**). Unless the context requires otherwise, references in this Lease to the **"Term"** include any renewal or extension of this Lease. [See **Addendum "A", Renewal Options**, if applicable].

1.06 **Base Rent:** Base Rent is due and payable in monthly installments during the Term of this Lease as set forth in this Section. Base Rent and all other sums due or payable by Tenant to Landlord under this Lease are collectively referred to in this Lease as the **"Rent."**

Base Rent Payment Schedule

On or before the first day of each month during the Term of this Lease, Tenant shall pay monthly installments of Base Rent as follows (or, if this box ☐ is checked, then the Base Rent Payment Schedule is set forth on the attached Addendum "B"):

Dates			Monthly Base Rent
From	March 1, 2024	to March 31, 2024	$ 00.00 (Taxes =$00.00, Ins.=$00.00 ;
From	April 1, 2024	to April 30, 2024	$ 2300.08 NNN ;
From	May 1, 2024	to January 31, 2025	$ 4600.17 NNN ;
From		to	$;
From		to	$;
From		to	$.

[Rent for any Renewal Term is determined pursuant to a separate Addendum, if applicable, and should not be set forth here.]

1.07 **Percentage Rental Rate:** _____ %. [See **Addendum "E", Percentage Rental and Gross Sales Reports**, if applicable]

1.08 **Security Deposit:** $ 6,830.75 (due upon execution of this Lease). [See Section 3.04]

1.09 **Expense Reimbursements:** **(& Addendum K, F.)**

A. Tenant shall pay Landlord as additional Rent (or pay the charges directly to the service provider, if applicable) the following expenses (or a portion of the expenses, if applicable) (each an **"Expense Reimbursement"** and collectively the **"Expense Reimbursements"**) that are incurred by or assessed against the Premises (as each of these terms is defined in this Lease) ***[check all boxes that apply]*:**

- [X] Real Estate Taxes **(mo. 2-11)**
- [X] Insurance Premiums **(mo. 2-11)**
- [X] Common Area Maintenance (CAM) Expenses
- [X] Operating Expenses **(mo. 2-11)**
- [X] Roof and Structural Maintenance Expenses

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DocuSign Envelope ID: 3F4B964D-56A2-4578-89C0-06528D22D76F

16.19 Consult an Attorney. This Lease is an enforceable, legally binding agreement. Read it carefully. The Brokers involved in the negotiation of this Lease cannot give you legal advice. Landlord and Tenant acknowledge that they have been advised by the Brokers to have this Lease reviewed by competent legal counsel of their choice before signing this Lease. By executing this Lease, Landlord and Tenant each agree to the provisions contained in this Lease.

This Lease has been executed as of the Effective Date (as defined in Section 1.01).

LANDLORD:

The Arana Family Trust - 2007

By *[Signature]*: DocuSigned by: Wanda Arana 74A4054158C7490...
Name: **Wanda Arana**
Title: **Trustee**
Date of Execution: 3/6/2024

LANDLORD:

By *[Signature]*:
Name:
Title:
Date of Execution:

TENANT:

North Texas Mobile Urgent Care PLLC

By *[Signature]*: DocuSigned by: Terrence Taylor 2DDBD78AAB4420...
Name: **Terrence Taylor**
Title: **Managing Member**
Date of Execution: 3/6/2024

TENANT:

The KLR Physician Group PLLC

By *[Signature]*: DocuSigned by: Kellee L Randle DC051A67278B41B...
Name: **Kellee Randle**
Title: **Managing Member**
Date of Execution: 3/5/2024

PRINCIPAL BROKER:

Hudson Peters Commercial LLC

By *[Signature]*:
Name: **Cincha Kostman**
Title: **EVP**
Address: **16479 Dallas Parkway #140 Addison TX 75001**
Broker's License No.: **388936**
Tax ID No.:

COOPERATING BROKER:

Above and Beyond Realty

By *[Signature]*:
Name: **L. Michelle Terrell**
Title:
Address: **445 E. FM 1382 Suite 3-334 Cedar Hill, TX 75104**
Broker's License No.: **0469249**
Tax ID No.:

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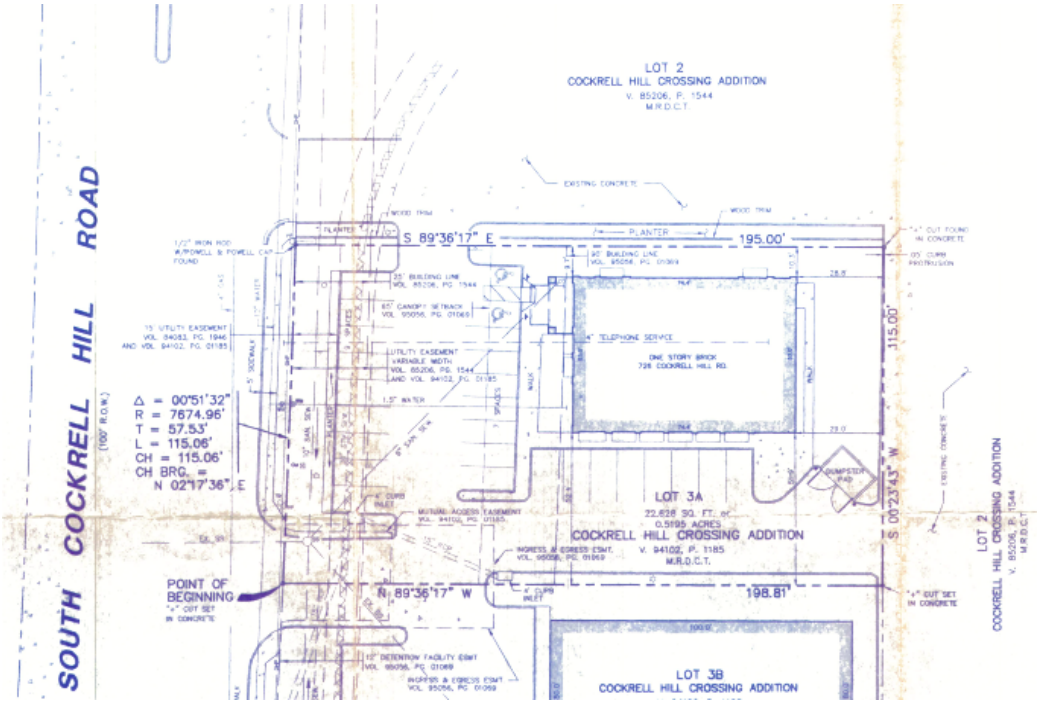
Exhibit 1- Lease Agreement

Hudson Peters Commercial

SURVEY AND/OR LEGAL DESCRIPTION

726 S Cockrell Hill Rd, Duncanville, TX 75137



EXCLUSIVE LISTING AGREEMENT

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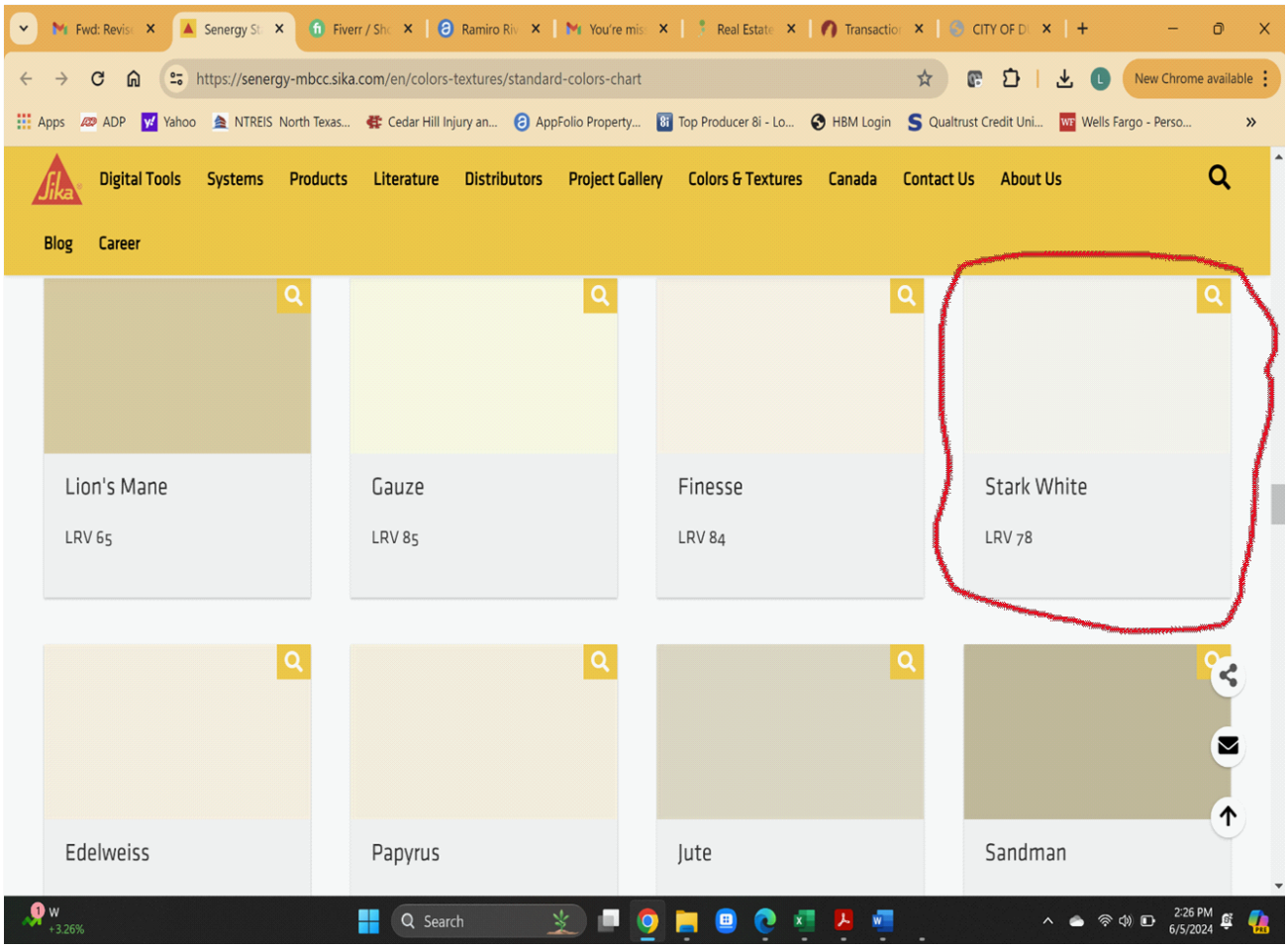
EXHIBIT 2- EXTERIOR PAINT



EXHIBITS 3A/3B/3C- LANDSCAPE DESIGNS & QUOTES

hosta

knock out rose

crepe myrtle

EXHIBITS 3A/3B/3C- LANDSCAPE DESIGNS & QUOTES

PA PLANTS LLC
2986 Coombs Creek Dr
Dallas, TX 75233 US
paplantsllc66.70@gmail.com

Estimate

ADDRESS
Mr Milton Semperm MIS Constrution 445 E. FM 1382, Ste# 3-657 Cedar Hill, TX 75104

SHIP TO
Mr Milton Semperm MIS Constrution 445 E. FM 1382, Ste# 3-657 Cedar Hill, TX 75104

ESTIMATE #	DATE	
1408	05/07/2024	

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	Landscaping services	P.O 726 S Cockrell hill	1	0.00	0.00
	Sales	Grading north side of the building make the slope for drainer away from the building and make the water come out to the front and hauling off dirt left over .	1	1,950.00	1,950.00T
	Sales	Shrubs needle point hollie 7 gallons on the north side flower bed from the entrance to the back. Planting three feet apart each plant.	60	89.00	5,340.00T
	Sales	From flower bed cleaning grading adding some plants to make it nice around 20 plants	1	950.00	950.00T
	Sales	checking the irrigation and fix it And fix all the issues This is approximitly what we.Think is wrong with the sprinklers could be more or less.	1	1,800.00	1,800.00T
	Sales	Soil and mulch brown hardwood fine for all flower beds and plants	1	850.00	850.00T
	Sales	5 crape myrtle white or pink 30 gallon	5	299.00	1,495.00T
	Sales	Sod Bermuda pallets four the area we make the slope take dirt out	3	450.00	1,350.00T
	Sales	Stump grading all the crape	1	450.00	450.00T

"Invoice payment is due within 45 days. Please be advised that we will charge 1.5% interest per day on late invoices."

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
		myrtle and bid stump tree			
	Sales	Make fresh drainage on that north side of the building	1	989.00	989.00T

Please see the attached estimate. Thank you for your business.

SUBTOTAL	15,174.00
TAX	1,251.86
TOTAL	**$16,425.86**

Accepted By

Accepted Date

"Invoice payment is due within 45 days. Please be advised that we will charge 1.5% interest per day on late invoices."

EXHIBITS 3A/3B/3C- LANDSCAPE DESIGNS & QUOTES

PLANT DADDY DALLAS

Landscaping Estimate

#0000114

From: Plant Daddy Dallas
2807 Allen St #2364
Dallas, TX 75204
Info@PlantDaddyDallas.com
214-600-7146
www.PlantDaddyDallas.com

Bill To: Michelle Terrell
726 S Cockrell Hill Rd
michelle@aboveandbyond.com
2143345724

Amount:
$9,368.75

Date of Issue:
4/29/2024

Expiration Date:
5/28/2024

Item	Rate (excl. tax)	Quantity	Total
Shrub Trimming & Flower Bed Cleanup	**$1,250.00**	1	$1,250.00
Crepe Myrtle Tree Installation	**$400.00**	15	$6,000.00
Mulch Installation	**$1,500.00**	1	$1,500.00

Subtotal	$8,750.00
Sales Tax(8.25%)	$618.75
Total	**$9,368.75**
Deposit due (50.0%)	**$4,684.38**

Notes:
We at Plant Daddy Dallas appreciate your business and look forward to serving you soon!

Powered by Thryv

EXHIBITS 4A/4B/4C- SIGNAGE DESIGN & QUOTES

FASTSIGNS
Make Your Statement™

6940 Marvin D Love Fwy.
Dallas, TX 75237
(214) 467-8200

fastsigns.com/319

EXHIBITS 4A/4B/4C- SIGNAGE DESIGN & QUOTES

ESTIMATE
EST-91469

Payment Terms: Cash Customer

Created Date: 3/22/2024

DESCRIPTION: AG- New Lexan Faces for Pole Sign and Building Sign / New Interior Brush DiBond Sign

Bill To: Above and Beyond Realty
none
Dallas, TX none
US

Installed: Above and Beyond Realty
North Texas Care Clinis
726 S. Cockrell Hill Rd.
Duncanville, TX 75137
US

Requested By: Michelle Terrell
Email: michelle@aboveandbyond.com
Work Phone: (214) 334-5224

Salesperson: Alex Garcia
Email: alex.garcia@fastsigns.com
Cell Phone: 214-864-4454

NO.	Product Summary	QTY	UNIT PRICE	AMOUNT
1	**1/8" White Acrylic with Premium UV Laminated Translucent Vinyl Applied.** *** BUILDING SIGN ***	1	$739.89	$739.89
1.1.1	**1/8" White Acrylic -** **Text:** Company Logo			
1.1.2	**Laminate - Vehicle/Prem Laminate -**			
2	**1/4" White Lexan with Premium UV Laminated Translucent Vinyl Applied.** *** POLE SIGN D/S *** Note due to size the artwork will have a seam.	2	$2,389.96	$4,779.92
2.1.1	**Misc. -** **Text:** Company Logo Phone Number Website			
2.1.2	**Vinyl - Translucent -**			
2.1.3	**Laminate - Vehicle/Prem Laminate -**			
3	**24" x 60" Brush 1/8" DiBond with UV Laminated Glossy Vinyl Print. Includes 6 Silver Stand Offs.** *** INTERIOR LOBY SIGN ***	1	$489.19	$489.19
3.1.1	**Dibond 3mm Brushed Silver -** **Text:** Company Logo			
3.1.2	**Laminate - Glossy -**			
3.2	**Silver Stand-Offs 5/8" (standard size) -**			

4	**City of Duncanville Wall, Monument or Pole Sign Permit**	2	$150.00	$300.00
4.1	**Permit - Price subject to change based on actual cost of permit once approved and billed by the city.**			
5	**Permit Acquisition**	1	$199.00	$199.00
5.1	**Permit Acquisitions - Coordinate with city pre-production to verify compliance with sign regulations. Includes conducting sign code research, filing applications, and submitting sign drawings/specs. Customer is responsible for acquiring any needed landlord approvals prior to the start of the permit process.**			
6	**Installation / Removal**	1	$825.00	$825.00
	Removal of existing signs may result in damage to installed surface or signs (condition when re-installed will not be the same as new signs and customer is responsible for repairing any damage). Old signs will be discarded unless otherwise noted in writing.			
6.1	**Standard Installation -**			
	Text: Multi-Trip Installation: Remove existing face panel from building sign and replace with a new face panel. Remove existing face panels from the pole sign to bring them back to the office to match the round corner radius. Install the new face panels onto the pole sign frame. Install new DiBond with stand offs lobby sign.			

Subtotal:	$7,333.00
Taxes:	$563.81
Grand Total:	$7,896.81

Estimate valid for 30 days. Product summaries are intended as general descriptions only; actual specs and guarantees are not included on this document. Turnaround times are estimates. Sign warranties and care instructions are available upon request. Signs designed for temporary, short-term use cannot be warranted. All sales are final. Fees apply to cancelled orders, rescheduled installations, and any undisclosed product or installation conditions.

Signature: _____ **Date:** _____

FASTSIGNS is independently owned & operated.

signs manufacturing™

4610 Mint Way, Dallas, TX 75236
(800)333-7137 F:(214)339-9987
www.SignsManufacturing.com

Sales Order #:**2403214109MC** Preparation Date: **3/21/2024** Your Sales Consultant is **Michael Carlton**

Billing Address		Job / Shipping Address	
Name:	**L Michelle Terrell**	Name:	**L Michelle Terrell**
Company:	**North Texas Care Clinic**	Company:	**North Texas Care Clinic**
Address:	**726 South Cockrill Hill Rd**	Address:	**726 South Cockrill Hill Rd**
City, State, Zip:	**Duncanville Tx 75137**	City, State, Zip:	**Duncanville Tx 75137**
PO#:	**3212024**	Email:	**michelle@aboveandbyond.com**
Phone#:		Phone#:	**214-334-5724**

DESCRIPTION

Survey the wall sign cabinet for a new face (approximately 6.5' x 10' in size). Prepare new sign artwork including measurements, callouts and colors (if known) for the customer's approval.

The sign face will be removed and disposed of. A new sign face will be provided. The new face will be Panaflex™ using the same attachment method of the previous faces, color will be white with digitally printed graphics.

Digital print with non-solvent based, UV curing inks will be used on the face of the sign with SolarGuard™ protective clear coating applied to maximize the durability of the graphics.

If the existing hardware is not usable (too old, rusted, falling apart, etc.) then there may be an additional cost to repair or replace it as needed to support the new sign faces.

The sign will be rewired for LED lighting. Old lighting components will be replaced with new SolarBright™ LED modules mounted to the back of the sign cabinet. Any old lighting components that are in the way of the new lighting will be removed and disposed of. New LED wiring and power supplies are also included.

Survey pole sign cabinet for new faces. Prepare new sign artwork including measurements, callouts and colors (if known) for the customer's approval.

The 6.5' x 10' (approximate) sign faces will be removed and disposed of. New sign faces will be provided and installed using the existing attachment method/hardware.

The sign faces will be Panaflex™ (with f-clips for attachments, not screws or any other material-damaging attachment method), color will be white.

Digital print with non-solvent based, UV cured inks (3M) will be used on the face of the sign with SolarGuard™ protective clear coating applied to maximize the durability of the graphics.

If the existing hardware is not usable (too old, rusted, falling apart, etc.) then there may be an additional cost to repair or replace it as needed to support the new sign faces.

The sign will be rewired for LED lighting. Old lighting components will be replaced with new SolarBright™ LED modules mounted on tracks so that they are space no more than 10" from each sign face for maximum illumination and to eliminate shadows from other sign parts. Any old lighting components that are in the way of the new lighting will be removed and disposed of. New LED wiring and power supplies are also included.

Coming Soon Banner included.

Prices include drawings, permit work with City and inspections, materials, shop labor, installation, and connection to existing 20AMP circuit.

EXHIBITS 4A/4B/4C- SIGNAGE DESIGN & QUOTES

YOUR COST*:	**$17,977.00**
EXTENDED WARRANTY:	Additional
ENGINEER'S DRAWING:	Additional if required
INSTALLATION:	Included
ELECTRICAL HOOK-UP**:	Included with install (within 6' of sign)
TOTAL TAX:	**Plus Tax**
PERMITTING FEES:	Additional (at cost) if required
3rd-Party Fees**:	Additional (at cost) if required
LESS DEPOSIT:	**50%**
BALANCE DUE:	Before shipment, delivery or install.

*Monthly payment plans available. 3% Service Fee is charged on credit card payments.

Permit Necessary? YES

_____

CUSTOMER SIGNATURE

Proposal Valid For 7 Days

18% APR WILL BE CHARGED ON PAST DUE BALANCES

SEE TERMS & CONDITIONS (ATTACHED)

Our warranty does not apply to electric signs fed by improper wiring.
Hourly calculations also include travel to/from the job location.

Guaranteed Highest Quality, Guaranteed Lowest Price™
Regulated by the Texas Department of Licensing and Regulation - P.O. Box 12157, Austin, Texas 78711 1-800-803-9202 512-463-6599 | License #TSCL 18015, TSCL 18016, TECL 17503 | www.tdlr.texas.gov

EXHIBITS 4A/4B/4C- SIGNAGE DESIGN & QUOTES

Your Signs World - LKM Signs 3 LLC
3701 S Cooper St Ste 143
Arlington, TX 76015
(682) 559-9455
Arlington@yoursignsworld.com
www.yoursignsworld.com

Estimate

ADDRESS
Michelle North Texas Care Clinic

SHIP TO
Michelle North Texas Care Clinic

ESTIMATE #	DATE	
316054	03/25/2024	

	DESCRIPTION	QTY	RATE	AMOUNT
ACRYLIC SIGN	(1) Acrylic Sign Print: Translucent Vinyl Overlays Location: Above Door Installation: Included	1	1,000.00	1,000.00T
ACRYLIC SIGN	(2) Acrylic Signs Print: Translucent Vinyl Overlays Location: Monument Signs Installation: Included	1	2,450.00	2,450.00T

SUBTOTAL	3,450.00
TAX (0.0825)	284.63
TOTAL	**$3,734.63**

Accepted By

Accepted Date

Your Signs World Policies:
1- Logos/designs are our property; extra charge for design release.
2- No refunds/exchanges for ads or customized products.
3- Full payment due on each item's completion, even if others pending. Clients pay for delivered items regardless of outstanding items.
Thank you for choosing us!

Centennial Contracting & Roofing
1711 Highway 67 ,
Midlothian, TX 76065
Phone: (972) 223-1765

Company Representative
Josh Gleason
Phone: (972) 765-8902
josh@centennialroofing.com

Standing Seam Roof Replacement

05/07/2024

Centennial Roofing will provide materials and labor for the following:

Michelle Terrell
726 South Cockrell Hill Road
Duncanville, TX 75137
(214) 334-5724

Standing Seam Roof & Wall Coping

> Remove existing wall coping, standing seam panels, and related flashings down to wood deck.
> Re-nail any loose wood. If bad or rotten wood is discovered, it will be replaced at a price of $80 per sheet. __Six__ (6) sheets of decking replacement included with this estimate.
> Install High Temp Ice & Water Underlayment across all roof areas
> Install all necessary trim and transition flashings
- Install standing seam roof system and trim per manufacturer specs.
- Fasteners: Standing Seam system fasteners are concealed below the metal panels. Color matched rivets will be used to join trim pieces.
- Paint Finish: Kynar 500 paint - 40 Yr. Finish Warranty
- Clean up all job related debris & magnet sweep all yards, driveways, streets, ect. to pick up loose nails.

Standing Seam: ~ 10 SQ
- 24 Ga galvanized sheet metal
- 12" wide panels
- 1.5" mechanical lock panel
- Kynar paint: 40 year finish warranty (standard color)

Wall Coping: ~ 300 LF
- 24 Ga galvanized sheet metal
- Hidden cleat system (no exposed fasteners)
- Kynar paint: 40 year finish warranty (standard color)

Workmanship Warranty

Centennial Roofing will provide a Five (5) Year Workmanship Warranty for the integrity of the work performed.

- Upon 100% completion and 100% payment, homeowner will be provided with a Centennial Labor Warranty certificate.

TOTAL	$35,613.79

EXHIBITS 5A.1- FACADE & ARCHITECTURAL IMPROVEMENTS (QUOTES FOR ROOFING)

Centennial Contracting & Roofing
1711 N Highway 67 , Midlothian, TX 76065
(972) 223-1765

EXHIBIT 5A.1- FACADE & ARCHITECTURAL IMPROVEMENTS (QUOTE FOR ROOFING)

LEGENDS
BAR & GRILL
RESTAURANT / BAR & GRILL
OFFICE

CROSSING
WinCo
FOODS
Nails
BUFFET
RESTAURANT BAR & GRILL
TOBACCO
& BEYOND
LAW
OFFICE
Tim's TAILOR
STOP

DUNCANVILLE
CROSSING
WinCo
FOODS
BUFFET

RESTAURANT BAR & GRILL
OFFICE

EXHIBIT 5A.2- FACADE & ARCHITECTURAL IMPROVEMENTS (QUOTE FOR ROOFING)

J Miguel Negrete Roofing

Estimate

1420 Mockingbird Lane
Desoto, TX. 75115
469-867-1666
214-347-1965

ESTIMATE #5002
DATE: MAY 6, 2024

TO:
Milton Semper
MIS Construction & Remodeling

FOR:
726 S Cockrell Hill Rd. Dallas, TX.75137

DESCRIPTION		RATE	AMOUNT
Remove and replace all metal to front elevation & 3 awnings. Install wall flashing where awnings will be installed Remove and replace all metal roofing. Install ice and water shield then install metal roof Remove and replace coping Clean up and haul away trash 1yr warranty on labor in case of any leaks			$37,500.00
		TOTAL	$37,500.00

Make all checks payable to J Miguel Negrete Roofing
Payment due upon completion of the job. Failure to pay on time might be subject to additional fees

Thank you for your business!

Wolverton Air

Proposal

704 Solon Rd
Waxahachie, TX 75165
972-296-COOL Office

TACLA000132E
website - www.wolvertonair.com

EXHIBIT 5B.1- F & A IMPROVEMENTS (QUOTE FOR HVAC)

Submitted to:	Phone:	Date:
Above and Beyond Realty		**3/15/2024**
Address:	Job Address: **726 Cockrell Hill Rd S**	Code Date:
City, State:	Job City: **Ducanville**	Brand: Carrier/Bryant

Fuel Requirements: Cooling: Electric 230V 3 Phase Heating: ☑ Gas ☐ Electric 230V 3 Phase

Ductwork Specifications

Dryer Vent	0	Exhaust Vents	0	Remote Returns	0	Vent Hookup	0	R-8/R-6 Flex Duct ☐
Supplies	0	Central Returns	0	Hookup	0	Energy Seal Package ☐		Metal duct 2" wrap ☐

Position:	Upflow ☐	Horizontal ☐	Type:	Gas ☑	Heat Pump ☐
	Downflow ☐	Rooftop ☑		LPG ☐	Electric ☐

Equipment

Model #	QTY	
582KP05A067A2A0AC	1	4 Ton Bryant Package Unit, 3 phase, 230v, Gas Heat
582KP06A067A2A0AC	1	5 Ton Bryant Package Unit, 3 Phase, 230v, Gas Heat
Hail Guards	2	Hail Guards
CRECOMZR067A01	2	Economizers
		Crane, labor, and taxes are all included in price.
		New 3 phase disconnects are included in price.

*****NEED HOMEOWNER INFORMATION TO REGISTER FOR BELOW WARRANTIES*****

1	Years Parts Warranty	5	Years Compressor Warranty	1	Ductwork Warranty
1	Years Labor Warranty	10	Years Heat Exchanger Warranty		

Condenser Foundation	US	Furnace Foundation	YOU	Ductwork (as described)	US
Wiring of Control System	US	Roofing	YOU	Electrical	YOU
Attic Walkway	YOU	Patching	YOU	Condensate Drain	US
Gas Piping to heat 3 ft.	US	Refrigeration Piping	US		

Payment is to be made as follows: Total Accepted Price: $28,945.72

TERMS: 100.00%

☐ drawn on rough-in and balance at completion of installation

☑ Total at completion of installation

Authorized signature:

This proposal may be withdrawn by us if not accepted within 30 days.

Acceptance of proposal - The above prices, specifications and conditions are satisfactory and accepted.

You are authorized to do the work as specified.

Date of Acceptance:_____ Signature:_____

Regulated by The Texas Dept. of Licensing/Regulation, P.O. Box 12157, Capitol Stations, Austin, TX 78711 (512) 463-6599 (800) 803-9202 www.license.state.tx.us

Wolverton Air

Terms and Conditions

1. All orders not paid in full in advance are subject to approval by the Company's credit department.
2. This proposal may be withdrawn by the Company if not accepted within 30 days.

EXHIBIT 5B.2- FACADE & ARCHITECTURAL IMPROVEMENTS (QUOTE FOR HVAC)

Proposal

726 S. Cockrell Hill Duncanville Texas 75137

02/23/2024

P.O. Box 832001
Richardson, TX 75083
972-877-7597

TACLB5661E M749

Mechanical,
Provide labor and materials to replace two RTU 5 tons each complete with manual air fresh air intake. York commercial equipment will need to hire a crane for removal of old units. And installing new RTU re plumb the two new units and reconnect low and high voltage electrical, test the equipment on both heat and cool mode.
Excising unit that remains repair damage hail as much as possible by combing the aluminum fin on the coil and tune the unit for proper operation

Two RTU cost $24,000. Repair and tuned remaining unit $1,200.

Plumbing,
Provide labor and materials to complete plumbing per plans, demolish concrete as necessary to relocate one lavatory, one ADA restroom, and add two new lavatories once new plumbing is rough in back fill the trench and concrete. Replace water heater and add stand, drain pan, expansion tank replace circulating pump and two check valves, labor to replace all toilet and faucets. Including Lavatory sinks

Plumbing at $14,900 HVAC at $25,200.00

One Call Mechanical will provide one year labor warranty *Thank you for the opportunity to submit our proposal and please call at 972 877 7597 if you have any question; this proposal is good for 10 days*

Respectfully submitted by ***ABIGAID RODAS signature,***

Acceptance signature ***date***

EXHIBIT 5B.3- FACADE & ARCHITECTURAL IMPROVEMENTS (QUOTE FOR HVAC)

PROPOSAL

DATE
August 3, 2023

FROM
NAMO AIR SERVICES
930 BELCLAIRE CIRCLE
CEDAR HILL TX 75104
CONTACT #: 214.403.7660
LICENSE #: TACLB28575E

TO
Wanda Arana
726 South Cockrell Hill
Duncaville Tx 75137

We propose to furnish all materials and perform all labor necessary to complete the following:

Install (2) New 5 Ton (TRANE) Gas Commercial Package Unit on the Roof Top
Install (2) New Hail Guards
Startup System.

All work shall be performed by qualified mechanics under the experienced supervisor as indicated by the Engineering Plans.

All work shall be performed in accordance with current Rules and Regulations of the State and Local codes in accordance with current industrial standards.

All Equipment Installed will be according to the HVAC Schedule or similar nature will be of the same type and manufacturer.

Equipment comes with a 5 year Trane Manufacturer Compressor Warranty and a 1 year Part and Labor Warranty.

ESTIMATED @ 12,000.00 EACH
Total = $24,000.00

DETAILS:
All of the work to be completed in a substantial and workmanlike manner for the sum of **Twenty Four Thousand, Dollars Only**, **($24,000.00).** The entire amount of the contract to be paid the day of completion.

Any alterations or deviation from the above specifications involving extra cost of material or labor will only be executed upon written orders for same, and will become an extra charge over the sum mentioned in this contract. All agreements must be made in writing.

Respectfully submitted,

__Namo Air Services__

ACCEPTANCE

You hereby authorize us to furnish all materials and labor required to complete the work mentioned in the above proposal, for which you agree to pay the amount mentioned in said proposal, and according to the terms thereof.

STANLEY Access Technologies

ALLEGION
Part of the Allegion Family of Brands

EXHIBIT 5C- F&A IMPROVEMENTS (QUOTE FOR EXTERIOR DOORS)

DUNCANVILLE MOB
726 COCKRELL HILL RD.
DUNCANVILLE, TX 75137
Phone:
Attn: MICHELLE TERRELL
Email: michelle@aboveandbyond.com

Steve Chaney
Territory Manager

Quotation: Q-163390
DUNCANVILLE MOB

Dallas Branch
800 Port America Place
Grapevine, TX 76051
Phone: 972-207-2753
Mobile: 972-207-2753
Email: steve.chaney@allegion.com

30 April, 2024

Note: *Please ensure that POs, contracts, payments, and other legal documents are issued to* ***Allegion Access Technologies LLC****.*

Allegion Access Technologies LLC is pleased to provide you a quotation to Furnish and Install the following:

Product Summary:

1 ea. - Durafit Series Telescoping Automatic Bi-Parting Slide Door Package Including 1.25" Insulated Tempered Tinted Glass

Net Price: USD 12,646.00

Scope of Work

(1) DURAFIT SERIES TELESCOPING AUTOMATIC BI-PART SLIDE DOOR PACKAGE, 72" W x 92" H WITH TRANSOM TO 107.25" H, CLEAR ANODIZED ALUMINUM FINISH, FACTORY INSTALLED 1.25" TINTED GREY INSULATED TEMPERED GLASS IN DOOR AND 1/4" TINTED GREY TEMPERED GLASS IN TRANSOM, FULL BREAKAWAY "SO-SX-SX{}SX-SX-SO" CONFIGURATION, X-ZONE MOTION SENSORS, DOORWAY HOLDING BEAMS, ROTARY SWITCH IN HEADER, 7.5" DOUBLE BEVELED CONTINUOUS THRESHOLD, 10" BOTTOM RAIL, STANDARD ONE (1) POINT LOCKING HARDWARE (CYLINDER/THUMB TURN), ALARM CONTACTS, INSTALLED WITH ONE (1) YEAR WARRANTY ON PARTS AND LABOR.

INCLUDES DEMO OF EXISTING STOREFRONT.

Add / Deduct

ADD FOR STANLEY TO PROVIDE FAIL-SECURE ACCESS CONTROL WITH ELECTRIC LOCKING AND SURFACE MOUNTED PANIC HARDWARE +$730.00

Lead Time: Current equipment lead time is 12-14 weeks from receipt of order and approved shop drawings. Equipment is furnished and installed during normal business hours (8:00 AM - 4:30 PM, Mon - Fri).

If you would like to pay by Credit Card, please contact us at 1(800) 722-2377 Ext. 4.
We accept the following Credit Cards:

EXHIBIT 5D- F&A IMPROVEMENTS (QUOTE FOR WINDOWS)

Glass Service Specialists
2010 Front St.
KAUFMAN, TX 75142 US
+1 2142364114
info@glassservicespecialists.com

Estimate

ADDRESS
Michelle Terrell
Above and Beyond Reality
726 S. Cockrell Hill
Duncanville, TX

ESTIMATE # 4476
DATE 04/17/2024

DATE		QTY	RATE	AMOUNT
	Commercial 40 x 94 Commercial grade window mill finish with thermal break metal using LowE/CLR insulated glass and having a pattern cut.	9	2,875.00	25,875.00T
	Labor Removal of old commercial grade windows and replace with new windows.	1	4,500.00	4,500.00T
	End A 50% deposit will be required with the remaining balance due upon completion of the job. We thank you for the opportunity to be your glass company of choice. If you have any questions please do not hesitate to call me, Zachary Yates 214-236-4114.	1	0.00	0.00

Thank you for the opportunity to be your glass company of choice.

SUBTOTAL	30,375.00
TAX (0.0825)	2,505.94
TOTAL	**$32,880.94**

Accepted By

Accepted Date

EXHIBIT 6A- PAVEMENT AND MOLD REMEDIATION

NORTH TEXAS CARE CLINIC

726 S. Cockrell Hill Rd.

Duncanville, Tx, 75137

SPECIFIC DETAILS & SCOPE

DEMO & MOLD MEDIATON $14,000

1. Extreme Rotted Wood – Cut remove/replace & secure with metal straps where necessary
2. Remove & Replace Wall and Ceiling sections as specified in plans
3. Remove Cabinets (Saving where possible)

BUILD OUT

1. Frame & Sheetrock all walls as specified in plans (raise ceilings as needed)
2. Ceiling Tile and Grids to match newly created rooms
3. Commercial luxury vinyl plank, not laminate glued down
4. Baseboards and chair rail in waiting room; baseboards throughout
5. STONE – Install Stone pieces to (interior wall sections: Waiting Rm & Bus. Office)
6. Build-out Custom Cabinets to clients' specs, as draw in plans: new cabinet and door hardware including handles, cabinet locks and door stops
7. Installation of Quartz & Corian as request by client's example
8. INSULATION – Spray Foam Insulation (Waiting Room Area) and BATTS to Walls added SPRAY FOAM Insulation in the walls of the telehealth as well
9. ELECTRICAL - Ceiling lights by plans with added specifications made later
10. HVAC System replacement (2) and 1 System repair, as noted on plans, includes (relocation of vents & professional duct cleaning)
11. ELECTRICAL - Replace of all electrical plugs and switches w/motion sensor in all Exam Rooms & Bathrooms
12. ELECTRICAL - Dimmer Switches installed in (2) Doctor Offices (104 & 105) Dimmer switches for the recessed lights in the waiting area
13. ELECTRICAL – add outlet to: Coffee stop (Waiting Rm), Sign wall (BUS. Office), TELEHEALTH Wall, (2) plugs Hallway (across Exam4 & Exam5) Electrical outlet also added in the nurse's station across from infusion room and also 3 doctor offices
14. PLUMBING – New toilets, sinks and faucets to ALL restrooms
15. PLUMBING – New Water Heater and mop sink to Storage Room
16. PLUMBING – New Water Line for Fridge in Breakroom
17. PLUMBING - New faucets for break room; cap off plumbing in doc office

DocuSign Envelope ID: A8B81B80-B8E3-45D3-8080-C49E6B77EA73

18. ROOFING – Remove/Replace with New TPO roofing- $45,000
19. ROOFING – Remove/Replace Metal Seam Roof and Awning with New (same color)- $37,500
20. PAINTING – Repair and Texture ALL EXTERIOR Walls- $7,800
21. PAINTING – Prime and Paint ALL INTERIOR Walls (customer specific colors)
22. GLASS – Design and Installation of Bullet Proof Glass Business Office (noted in plans)
23. GLASS – Install glass to various cabinets
24. DOORS – INTERIOR DOORS remove/replace (12 doors total) incl. (10 Keypad, 4 Security and 3 Buzzer LOCKS)
25. DOORS – INTERIOR DOORS installation Security feature on some: Buzzers and Card Access (buzzer access from receptionist)
26. LANDSCAPE – Installation of French Drain System on sloped side of building
27. LANDSCAPE – Installation of Hedges & Trees on sloped side of building
28. LANDSCAPE – Cleanup & Beautify Front
29. LANDSCAPE - regrade the side of the building so the dirt doesn't cover foundation
30. Hang new window treatment labor only- $16,425
31. Seal windows and quartz windowsills
32. Fire dept required: Exit signs and Extinguisher Cabinets and Add'll extinguisher and updated extinguishers
33. Specimens pass through door added in bathroom to lab
34. Parking LOT – Fresh Striping Paint to include two handicap LOGOS and Fire Lane
35. Parking LOT – Re-mount to Handicap Signs in front of Building
36. Parking LOT – Repairs to cracked front elevation only- $4,500
37. Client to provide security company
38. **OPTIONAL: EXTERIOR FRONT SLIDING DOOR** (selected & quoted by Customer:

ADD: $12,000)

ALL MATERIAL & LABOR INCLUDED WITHIN THIS SCOPE:

TOTAL: $387,000

SCOPE AGREEMENT

Please sign/date: DocuSigned by: Kellee L Randle The KLR Physicians Group PLLC 6/5/2024 DF051A67278B41B...

Please Sign/date: _____

EXHIBIT 6B- PAVEMENT AND MOLD REMEDIATION QUOTE

C Quality/ Barclay Homes

PHASE 1		PHASE 2		PHASE 3		PHASE 4	
Contingency	$ 3,750.00	*Contingency*	$ 3,750.00	*Contingency*	$ 3,750.00	*Contingency*	$ 3,750.00
Demo	$ 15,000.00	*Plumbing*	$ 6,500.00	*Foam Board*	$ 375.00	*Hot Water Tank*	$ 529.00
Dumpster	$ 2,400.00			*Foam/Cleaner/Gun*	$ 500.00	*3 access panels*	$ 100.00
Landscaping	$ 4,100.00	*Framing Material*	$ 6,000.00	*Insulation*	$ 7,000.00	*Electric (final)*	$ 5,500.00
Drywall Lead Removal	$ 3,500.00	*Bottom Plate Rebuilc*	$ 3,500.00	*Insulation Install*	$ 2,850.00	*Glue*	$ -
Mold Remediation lobby	$ 4,500.00	*Wall Buildouts*	$ 11,875.00	*Drywall Sheets*	$ 2,398.50	*New Floor Material*	$ -
Insurance	$ 5,800.00	*Electrical Devices*	$ 2,400.00	*Screws, tape, mud*	$ 1,800.00	*Floor Install*	$ -
Floor Scrapers	$ -	*Electrical*	$ 5,500.00	*Drywall to Texture*	$ 14,500.00	*Tile Install*	$ -
Floor Grinding	$ -			*Doors*		*Tile Material*	$ -
Permit	$ 150.00			*New Door Hardware*	$ 5,000.00	*Plumbing (final)*	$ 6,500.00
Floor Level	$ -			*Exam cab*	$ 10,749.28	*Wall Base*	$ -
Raise 2 ceilings		*Exit Signs*	$ 372.42	*Trilogy Prox Card*	$ 12,000.00	*Wood Base (Lobby)*	$ -
						Chair Rail	$ -
		Fire Ext Cabinet	$ 85.47	*Ceiling Tiles, grid*	$ 5,200.00	*Existing Doors Painte*	$ 4,000.00
Doors 13x	$ 17,333.29					*Trilogy Install*	$ 2,000.00
Driveway concrete fixed	$ 3,500.00			Knoxbox	$ 550.00	*Cabinets Painted*	$ 11,000.00
		Can lights/Undernea	$ 1,000.00			*Cabinets Install*	$ 2,500.00
		Battery backups	$ 900.00			*Toilets*	$ 750.00
						Exit Signs	$ 372.42
New Mold Exam Rooms	$ 19,000.00	*Front Recep Desk*	$ 4,000.00			*Protec Glass*	$ 5,000.00
Laborer	$ 3,000.00	*Laborer*	$ 3,000.00	Laborer	$ 3,000.00	*Corner/Wall Protectic*	$ 2,300.00
						Laborer	$ 3,000.00
# items 12		13		13		*10lbs Fire Ext*	$ 204.50
Line Item Sub- Total	**$ 82,033.29**		**$ 48,882.89**		**$ 69,672.78**	*Handicap Bollards*	$ 900.62
Tax	$ 6,458.38		$ 3,723.46		$ 5,438.63	*Stop Sign*	$ 48.66
Management Fee	$ 10,561.92		$ 10,561.92		$ 10,561.92	*Counter top*	$ 14,000.00
Total	**$ 99,053.59**		**$ 63,168.27**		**$ 85,673.33**	*Cabinet Pulls*	$ 279.52
						Exam Sinks	$ 2,843.94
						Breakroom Faucet	$ 294.90
						Breakroom G. Disposi	$ 138.60
						Exam Faucets	$ 1,287.79
Deposit Chk w/ tax	**$52,083.29**		**$2,165.00**		**$31,933.75**	*Mop Sink*	$ 210.00
Doors Full	$ 17,333.29	Insulation	$ 2,000.00	Trilogy	$ 12,000.00	*Mop Sink Faucet*	$ 146.57
Paint 50%	$ 7,500.00			Counter	$ 10,000.00	*FRP/Trim/Seams/Glu*	$ 900.00
Plumb 50%	$ 6,750.00			Exam	$ 7,500.00	*FRP Install*	$ 500.00
Glass Full	$ 15,000.00					*Stone tile wall mat*	$ -
Electric 50%	$ 5,500.00					*Faux Stone Install Lat*	$ -
Tax	$ 4,296.87		$ 165.00		$ 2,433.75	*Bathroom Sinks*	$ 1,461.00
						Water lines	$ 310.30
						Mixing Valve	$ 432.41
						Bathroom Mirrors	$ 561.75
						Bathroom Exhaust	$ 289.38
						Bathroom handrail	$ 297.60
						Bathroom Faucet	$ 1,496.28
						Toilet seat dispen	$ 107.97
						Toilet paper dispen	$ 98.94
						Door stops	$ 145.60
						Braided Toilet Line	$ 20.91
						Refrig Water Line	$ 23.72
						Ice Maker Wall Outle	$ 58.95
						Bathroom Dryer	$ 405.00
						Soap Disp	$ 580.80
						Deadbolt Occupancy	$ 168.21
						Specimen Pass-throu	$ 268.24
						Bathroom P-trap	$ 384.89
						Restroom Signs	$ 30.99
						P-trap Covers	$ 362.89
						Misc Window wetsea	$ 4,500.00
						48	
						Line Item Sub-Total	**$ 81,062.35**
						Tax	$ 6,378.26
						Mgmt Fee	$ 10,561.92
						Deposit	$ 98,002.53
						10% hold back	
						paid at final walk	**$ (9,831.19)**

Phase Totals

	$ 82,033.29
	$ 48,882.89
	$ 69,672.78
	$ 81,062.35
Sub Total	$ 281,651.31
Tax	$ 21,998.73
Mgmt Fee	$ 42,247.69
Grand Total	**$ 345,897.73**

EXHIBIT 6C- QUOTE FOR MOLD REMEDIATION

AFFORDABLE ENVIRONMENTAL SERVICES
(469) 338-7229
www.AESdallas.com
1780 Northwest Hwy. Ste. 125, Garland, TX 75041

Submitted To: **North Texas Care Clinic**	Attn: **Michelle Terrell**
Billing Address: **726 S. Cockrell Hill Rd. Duncanville, TX 75137**	Project Address: **SAME**
Phone: **214-334-5724**	Email: **Michelle@AboveandByond.com**

Affordable Environmental Services (AES) appreciates the opportunity to present this proposal for **Controlled Demolition & Mold Remediation** at the above referenced site as further identified in the scope of work (SOW) section of this proposal.

COMPENSATION & SOW (Initial each approved)

Base Bid: **$14,695.00 + Sales Tax: $1,212.34** | Est. Duration – 5-6 Days (M-F) _____

- ~552 SqFt. of Sheetrock Walls removed from X-ray room, control room, dark room, lab, restroom and hallway.
  - Walls removed floor-to-ceiling. Disposed of as construction debris.
  - Some walls contain protective lining that will be removed and recycled properly
- ~600 SqFt of Sheetrock removed Floor-to-Ceiling from Waiting Area
- ~932 SqFt of Sheetrock removed up to 4' high from remaining perimeter wall throughout building
- See drawing on page 4 for clarification of work area.

Site Specific Bid Qualifications

1. Proposal assumes none of the materials being removed are asbestos-containing. Client must have an asbestos survey performed prior to project start date. If materials do contain asbestos, removal process will change and price will be adjusted.
2. Owner to have all cabinets in the designated work areas detached/removed prior to AES start date.
3. Work will be performed by trained mold workers licensed through the Texas Department of Licensing & Regulation (TDLR)
4. Inspections and Clearances to be performed by Mold Consultant at no cost to AES
5. All work will be done using wet removal methods, proper PPE and proper disposal.
6. Wood framing structures will be sanded, scrubbed and chemically cleaned with antimicrobial disinfectants
7. Any wood structures within the affected area that show wood root and cannot be properly cleaned will be removed
8. Metal framing will be demolished and disposed of where necessary. AES cannot be responsible for damage to these items during removal.
9. Proposal assumes certain work procedures. AES reserves the right to view written specifications prior to executing this proposal.

EXHIBIT 7- BEFORE PICTURES AND RENDERINGS

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EXHIBIT 7- RENDERINGS

Thank you!

LMichelle Terrell,
Above and Beyond Realty
214.334.5724

STAFF REPORT

MEETING: City Council - 03 Dec 2024

TITLE:
Council to receive a briefing from the Duncanville Police Department on the revised Chapter Four—Animals and Fowl City Ordinance to comply with state legislation changes and best practices, Council discussion on the proposed changes, and direction if needed.

Vision Statement:

"Duncanville, a City of Champions, is a safe, vibrant, diverse community committed to excellence in education, business, and good governance."

Pillar:

- **Emphasize: Government Accountability, Customer Service, Efficiency and Process Improvement**
  - **Develop a high performing organization that encourages innovation, transparency, and collaboration while delivering exceptional customer service.**

STAFF RESPONSIBLE:
Matt Stogner, Chief of Police

BACKGROUND/HISTORY:
This item was discussed several months ago in 2024, with Councilmembers providing input to the Police Department on suggested changes. The attached redline version and ordinance is the proposed changes to this particular section of law. We intend to brief Council on December 3, 2024 and then request Council to consider adopting this ordinance on December 17, 2024.

PRIOR HISTORY: The Police Department received a permit application for goats, which the Chief of Police denied on December 20, 2022, due to not receiving the required signatures. On February 7, 2023, the denial was appealed to the City Council and tabled until after the upcoming election. The Police Department began revising the ordinance to comply with legislation changes and best practices and to remove the City Council from the appeal process. During the revision of ordinances, chicken and fowl were also addressed due to the mounting number of calls involving chicken, hens, and roosters.

POLICY EXPLANATION:
Updated sections to reflect legislation changes and best practices from other Cities within the Metroplex, added definitions to better explain the intent of the ordinance and simple grammatical errors.

FUNDING SOURCE:

ORG and Object Number
N/A

Available Budget	**Purchase Amount**	**After Encumber**
$0.00	$0.00	$0.00

ACTION ALTERNATIVES:

1. Feedback from Council on proposed changes.

ATTACHMENTS:
AnimalControlOrd.112724
Duncanville-Ordinance for Animal Control- 4919-0031-2833 v.1

Sec. 4-1. Statement of purpose.

It is the purpose of this chapter to promote and ensure the protection of public health, safety, and general welfare by controlling animal populations and related diseases through the enforcement of state and local laws. Provisions of this chapter are designed to:

(1) Provide for the capture and housing of animals found at large or abandoned.

(2) Control rabies by requiring vaccinations and investigating bite incidents.

(3) Minimize public nuisances caused by the animal population found within the city limits.

(4) Protect the public and emergency service personnel from dangerous or vicious animals.

(5) Maintain and promote an adoption program.

(Ord. No. 1576, § 1, 7-20-99)

Secs. 4-2—4-9. Reserved.

ARTICLE II. ANIMAL CONTROL

Sec. 4-10. Definitions.

When used in this article the following words and terms, unless the context indicates a different meaning, shall be interpreted as follows:

Animal: Shall mean a warm-blooded animal, any living creature, including, but not limited to: dogs, cats, cows, horses, birds, fish, mammals, reptiles, insects, fowl and livestock, but specifically excluding human beings.

Backyard Chickens or chicken shall mean Gallus gallus domesticus and does not include other fowl, such as, but not limited to, peacocks, roosters, turkeys, or waterfowl.

Cat: Shall mean any live or dead cat (Felis Catus), excluding hybrids.

Chicken coop means a covered, predator-resistant chicken house that is designed to be easily accessed, cleaned, and maintained, and meets all the specifications for a shelter, animal housing enclosure, and any other applicable requirements of this chapter.

https://www.chickenfans.com/chicken-coop-size-calculator/

Dangerous dog: A dog that is a vicious animal as defined herein.

~~*Dangerous wild animal:* Shall mean any one of the following or a hybrid of any of the following: lion, tiger, ocelot, cougar, leopard, cheetah, jaguar, bobcat, lynx, serval, caracal, hyena, bear, coyote, jackal, baboon, chimpanzee, orangutan, and gorilla.~~

Dog: Shall mean any domesticated animal that is a member of the canine family.

Exercise yard means an enclosure attached to a chicken coop that provides exercise for backyard chickens and is constructed to prevent the backyard chickens from escaping such enclosure and offers protection from predators.

Humanely euthanized: Shall mean to cause the death of an animal by a method which:

(1) Rapidly produces unconsciousness and death without visible evidence of pain or distress, or

(2) Utilizes anesthesia produced by an agent which causes painless loss of consciousness, and death following such loss of consciousness.

Hybrid: Shall mean any offspring of two wild animals of different species or the offspring of wild animals bred with domesticated dogs or cats.

~~*Livestock:* Shall mean horses, mules, cows, hogs, pigs, potbellied pigs, goats, and sheep of any and all kinds and shall include both the male and female gender of such animals.~~

Livestock: means or includes domesticated animals typically kept to provide food or fiber or perform work, whether or not they actually provide these functions, including but not limited to, regardless of age, sex, or breed: horses, consisting of all equine species including ponies, mules, donkeys, jackasses, and burros; cattle, consisting of all bovine species; sheep, consisting of all ovine species; llamas and alpacas; goats, consisting of all caprine species; rabbits kept primarily outdoors or raised as a food or fiber source; chickens, ducks, and other fowl; and pigs or hogs, consisting of all swine species.

Local health authority: The chief of police is designated as the local health authority and has authority to appoint representatives to enforce the provisions of this article, to receive reports of animal bites, investigate animal bites, ensure quarantine or possibly rabid animals and otherwise carry out provisions of the Texas law pertaining to control and eradication of rabies.

Owner: Shall mean any person, firm or corporation having title to any animal, or a person who has, harbors or keeps, or causes or permits to be harbored or kept, an animal in his care, or who permits an animal to remain on or about his premises.

Person: Shall mean any individual, firm, association, partnership, or corporation.

Representative of local health authority: Shall mean and include any peace officer or animal control officer of the city.

Roosting space means a perching area made of non-metallic material that is elevated above the floor level of the nesting box(es), located so that all housed backyard hens can sit, stand up, and turn around without coming into contact with a wall, the ceiling, or a perch above it, and staggered so that no roosting space is directly above or below it.

Running at large: Shall mean not completely confined by a building, wall or fence of sufficient strength or construction to restrain the animal, except when such animal is either on a leash or held in the hands of the owner or keeper, or under direct supervision of the owner within the limits of the owner's private property. An animal within an automobile or other vehicle shall not be deemed "running at large."

Secure enclosure (Dogs): Shall mean a fenced area or structure that is:

(1) locked;

(2) capable of preventing the entry of the general public, including children;

(3) capable of preventing the escape or release of a dog; and

(4) clearly marked as containing dangerous dog; and

(5) in conformance with the requirements for enclosures established by the local health authority.

Secure enclosure (Livestock):

(1) Capable of preventing the entry of the general public, including children;

(2) Capable of preventing the escape or release of the livestock.

(3) Has an attached, secured roof and, at minimum (3) sides to protect the livestock from weather and to provide shelter and protection from heat, cold, and other environmental conditions and must be adequately ventilated.

(4) Must have bedding material and large enough so that the livestock can enter, stand, turn around, and lie down but small enough to prevent the loss of body heat during cold weather.

(5) Is located a minimum of five (5) feet from any fence line or wall that abuts private property or a public area, and;

(5) Complies with all additional requirements as established and provided in writing to the owner by the local health authority.

Serious bodily injury: Shall mean an injury characterized by severe bite wounds or severe ripping and tearing of muscle that would cause a reasonably prudent person to seek treatment from a medical professional and would require hospitalization without regard to whether the person actually sought medical treatment.

~~*Shelter:* means a structure that is capable of adequately providing cover and protection from heat, cold, and other environmental conditions. At a minimum, a shelter must have three (3) sides, a top, and a bottom and must be adequately ventilated. It must have bedding material. It must be large enough so that the animal can enter, stand, turn around, and lie down, but small enough to prevent the loss of body heat during cold weather.~~

Stray animal: Shall mean any animal for which there is no identifiable owner or harborer.

Tether: Shall mean to chain, tie, fasten, or otherwise secure an animal to a fixed point so that it can move or range only within certain limits.

Unprovoked: means that the animal was not hit, kicked, pulled, struck, pinched, poked, prodded, shocked, or squeezed by a person with an object or part of the person's body, or otherwise teased or tormented in any manner.

Vaccination: Shall mean an injection with United States Department of Agriculture approved rabies vaccine administered every 12 calendar months by a licensed veterinarian.

Veterinarian: Shall mean a veterinarian licensed to practice veterinary medicine.

Vicious animal: Shall mean any individual animal, including a dog, that:

(1) Makes an unprovoked attack on a person that causes bodily injury in a place other than an enclosure in which such animal was being kept and that was reasonably certain to prevent such animal from leaving the *secure* enclosure on its own; or

(2) Commits unprovoked acts in a place other than an enclosure in which the animal was being kept and that was reasonably certain to prevent the animal from leaving the enclosure on its own and those acts cause a person to reasonably believe that such animal will attack and cause bodily injury to that person~~.~~; or

(3) An animal that is at large and commits an unprovoked attack on a domestic animal that causes the death of the attacked animal; or

(4) An animal that is at large and commits an unprovoked attack on a domestic animal that causes serious bodily injury to the attacked animal and the attacking animal has already committed at least one unprovoked attack on a previous occasion against a human being or domestic animal.

Wild animals: Shall include all types of animals which commonly exist in a natural unconfined state and are usually not domesticated. This shall apply regardless of the state or duration of captivity. Such animal shall include, but are not limited to: lion, tiger, ocelot, cougar, leopard, cheetah, jaguar, bobcat, lynx, serval, caracal, hyena, bear, coyote, jackal, baboon, monkeys, chimpanzee, orangutan, gorilla, skunks, raccoons, bats, weasels, squirrels, opossums, lesser pandas, binturongs, wolves, hybrids of wolves and canines, elephants, rhinoceroses, foxes, alligators, crocodiles, ostriches, emus, prairie dogs, boas, pythons, anaconda, and all forms of poisonous or constricting reptiles.

(Ord. No. 1719, § 1, 6-5-01; Ord. No. 1757, § 1, 10-2-01; Ord. No. 2036, § 1, 9-18-07)

Editor's note(s)—Ord. No. 892, § 1, enacted Nov. 15, 1982, amended art. II, to read as set out in §§ 4-10—4-15 and 4-17—4-26. Section 2 of said ordinance has been codified as § 4-27 at the discretion of the editors. Prior to amendment art. II, §§ 4-10—4-18, pertained to livestock and was derived from Ord. No. 332, §§ 1—4, 6, 7 adopted Dec. 11, 1964. Former arts. III and IV, pertaining to dogs and cats, have been superseded by Ord. No. 892. Art. III was derived from Ord. No. 197, §§ 1—10, adopted May 5, 1960; Ord. No. 471, §§ 1, 2, adopted May 25, 1970; Ord. No. 623, § 1, adopted Mar. 4, 1975; Ord. No. 629, § 1, adopted June 16, 1975; Ord. No. 714, §§ 1—4, adopted May 1, 1978; and Ord. No. 715, § 1, adopted May 1, 1978. Art. IV was derived from Ord. No. 669, § 1, adopted Sept. 7, 1976.

Cross reference(s)—Rules of construction generally, § 1-3.

Sec. 4-11. Enforcement.

(a) Enforcement of this article shall be the responsibility of the local health authority, any peace officer, or any animal control officer.

(b) The local health authority, any peace officer or any animal control officer shall have the authority to issue citations for any violation of this article.

(c) If the person to be cited is not present, the local health authority, any peace officer or any animal control officer may send the citation to the alleged offender by registered or certified mail.

(d) It shall be unlawful for any person to interfere with the local health authority, or animal control officer in the performance of his duties.

(e) The local health authority, any peace officer or any animal control officer shall have the authority to humanely euthanize or destroy any animal in accordance with the provisions of this article.

(f) The animal control officer or any peace officer shall have the authority to use a tranquilizer gun in the lawful discharge of his duties.

(g) Each twenty-four (24) hour period of violation, and each separate animal or condition in violation of any provision of this chapter, shall constitute a separate offense.

~~(g)~~(h) The provisions of this article shall not apply, and it shall be a defense to the requirements set forth herein, if the animal is a dog owned or used by and under the supervision of a law enforcement agency or peace officer.

(Ord. No. 1916, § 1, 1-18-04)

Sec. 4-12a. Running at large.

(a) It shall be unlawful for an owner or person who possesses, keeps, or harbors any dog or other animal other than a cat, to fail to keep such dog or animal from running at large, as defined herein, within the limits of the city. Proof of a culpable mental state is not required for conviction of an offense under this section. It is the intent of the city to dispense with the requirement of any culpable mental state in prosecutions filed hereunder.

(b) The local health authority is authorized to impound such animals running at large.

~~(c) The use of a tether that is attached to a line between two points and is positioned in such a manner as to prevent the animal from becoming entangled with any obstruction, from partially or totally jumping any fence, or leaving any part of its owner's property, and that is secured to the animal using a properly fitted collar or harness shall be the only permissible means to tether the animal if said use does not otherwise violate this section.~~

~~(d) It shall be unlawful for any person to tie or tether a dog or other animal to a stationary object for a period of time or in a location so as to create an unhealthy situation for the animal or potentially dangerous situation for a pedestrian as determined by the animal control officer. The term "unhealthy situation" shall include, but not be limited to the following:~~

~~(1) To tether any animal in such a manner as to permit the animal access upon any public right-of-way;~~

~~(2) To tether any animal in such a manner as to cause the animal injury or pain or not to permit the animal to reach shelter, food and/or water;~~

~~(3) To tether any animal in such a manner as to permit the animal to leave the owner's property;~~

~~(4) To use choke-type collars to tether any animal.~~

~~(e) It shall be unlawful to tether any animal in the front yard. On corner lots, both sides shall be considered a front yard.~~

(Ord. No. 1719, § 2, 6-5-01)

Sec. 4-12b. TETHERING ANIMALS

(a) A person commits an offense if he tethers an animal to a stationary object for any length of time except as allowed by subsections (b) and (c) of this section.

(b) Restraint on the owner's property or for a lawful animal event, veterinary treatment, grooming, training, law enforcement activity, or when needed to protect the safety or welfare of a person or animal, shall be allowed provided that all of the following conditions are met:

1) The animal's owner maintains continuous, direct physical control of the animal throughout the period of restraint;

2) The tether is attached to a properly fitting collar or harness and is not wrapped around the animal's neck. Choke or prong-type collars are prohibited;

3) The tether is designed and placed in a manner to prevent entanglement or injury; and

4) The tether does not allow the animal to move outside the person's property or come within ten (10) feet of public property if tethered outside a fenced area.

(c) A "skyline" type aerial trolley consisting of a line that is strung between two (2) fixed points that are at least twenty (20) feet apart with a down line that is at least five (5) feet in length is allowed as long as the requirements of subsections 4-12b (b)(2), (b)(3), and (b)(4) are met and the animal is enclosed behind a fence of adequate size and strength capable of preventing the general public, including children, and other animals from entering the area.

Sec. 4-13. Animal vaccination.

(a) *Required.* Every owner of a dog or cat four months of age or older shall have such animal vaccinated against rabies as required by Sub. C, Sec. 826.021 (a) of the Texas Health and Safety Code. All dogs or cats vaccinated at four months of age or older shall be revaccinated at one year of age and every third anniversary date thereafter. Any person moving into the city from a location outside of the city, and who has not had such an animal vaccinated within three years, shall comply with this article within ten days after having moved into the city. If the dog or cat has inflicted a bite on any person, or another animal, within the last ten days, the

owner of said dog or cat shall report such fact to a veterinarian and no rabies vaccine shall be administered until after a ten-day observation period.

(b) *Certificate of vaccination.* Upon vaccination, the veterinarian shall execute and furnish to the owner of the dog or cat, as evidence thereof, a certificate upon a form furnished by the veterinarian. The veterinarian shall retain a duplicate copy. Such certificate shall contain the following information:

1) The name, address, and telephone number of the owner of the vaccinated dog or cat.
2) The date of the vaccination.
3) The type of rabies vaccine used.
4) The year and number of rabies tags.
5) The breed, age, color and sex of the vaccinated dog or cat.

(c) *(Reserved)*.

(d) *(Reserved)*.

(e) *Proof.* It shall be unlawful for any person who owns or harbors a vaccinated animal to fail or refuse to exhibit his copy of the certificate of vaccination upon demand to any person charged with the enforcement of this article.

(f) *Harboring unvaccinated animals.* It shall be unlawful for any person to harbor any dog, cat or any other animal which has not been vaccinated against rabies, as provided herein, or which cannot be identified as having a current vaccination certificate.

(g) *Animals exposed to rabies.* Any person having knowledge of the existence of any animal known to have been or reasonably believed to have been exposed to rabies must immediately report such knowledge to the local health authority or animal control or peace officer, giving any information which may be required. For any animal known to have been or reasonably believed to have been exposed to rabies, the following is required:

1) Animals having current vaccination must be revaccinated immediately and confined according to the method prescribed by the local health authority for a period of less than 90 days.
2) Animals not having a current vaccination should be humanely euthanized. However, if the owner of such animal elects, he may, at his expense and in a manner prescribed by the local health authority, confine said animal. Such animal must be vaccinated immediately following exposure and quarantined for not less than six months. A revaccination shall be done one month prior to release from quarantine.
3) Animals may be humanely euthanized.

(Ord. No. 2036, § 1, 9-18-07)

Sec. 4-14. Reporting animal bites.

(a) Any person having knowledge of any animal bite or scratch to a human that the person could reasonable foresee as capable of transmitting rabies or of an animal that the person suspects is rabid shall report the incident or animal to the local health authority. The report shall include the name and address of any victim and of the owner of the animal, if known, and any other data which may aid in the locating of the victim or the animal.

(b) The owner of an animal that is reported to be rabid or reported to have been exposed to rabies or that the owner knows or reasonably believes to be rabid or to have been exposed to rabies shall submit the animal for quarantine to the local health authority prescribed in section 4-15.

(c) The incident and animal shall be reported to the local health authority, as soon as possible, but no later than 24 hours from the time of the incident.

(d) The local health authority will investigate each bite incident, utilizing standardized reporting forms provided by the Texas Department of Health.

Sec. 4-15. Animal quarantine.

(a) When a dog or cat has bitten, or scratched a human, or when the local health authority has probable cause to believe an animal is rabid, the owner of such animal shall produce the animal for ten days' confinement at the owner's expense. Refusal to produce said dog, cat or other animal constitutes a separate violation. The ten-day observation period will begin on the day of the bite incident. The animal must be placed in the animal control facilities specified for this purpose, or any other facilities meeting the state requirements, or a facility as designated by the city manager.

However, the owner of the animal may request permission from the local health authority for home quarantine if the following criteria can be met:

1) Secure facilities must be available at the home of the animal's owner and must be approved by the local health authority.

2) The animal was currently vaccinated against rabies at the time of the incident.

3) The local health authority or a licensed veterinarian must observe the animal at least on the first and last days of the quarantine period. If the animal becomes ill during the observation period, the local health authority must be notified by the person having possession of the animal. At the end of the observation period, the release from quarantine must be accomplished in writing.

4) The animal was not running at large at the time of the bite.

(b) If the animal cannot be maintained in a secured quarantine, it shall be humanely destroyed, and the brain submitted to a Texas Department of Health certified laboratory for rabies diagnosis.

(c) It shall be unlawful for any person to interrupt the ten-day observation period.

(d) No wild animal will be placed in quarantine. All wild animals involved in biting incidents will be humanely euthanized in such a manner that the brain ~~in~~ is not mutilated. The brain shall be submitted to a Texas Department of Health certified laboratory for rabies diagnosis.

(e) The owner of an animal that is quarantined under this article shall pay to the local health authority the reasonable costs of the quarantine, care, treatment and disposition of the animal, and the local health authority may sell and retain proceeds to keep, grant or destroy the animal that the owner or custodian does not take possession of on or before the third day following the final day of quarantine.

Sec. 4-17. Animal nuisance.

The following are deemed public nuisances and are hereby declared to be unlawful:

(a) The keeping of any animal which causes loud and unusual or frequent barking, howling or other noise that disturbs the peace and quiet of any person of ordinary sensibility.

(b) Any dog or cat that is impounded two (2) or more times in a calendar year may be declared a nuisance.

(c) The keeping of any animal in such a manner as to endanger the public health; to annoy neighbors by the accumulation of animal wastes which cause foul and offensive odors or is considered to be a hazard to any other animal or human being.

(d) The keeping of bees in such a manner as to deny the lawful use of adjacent property or endanger personal health and welfare or the keeping of any animal in such a manner to deny the lawful use of adjacent property, public property, or to endanger personal health and welfare.

(e) Any animal pens, stables or enclosures and property not kept free from carrion or any putrescible material.

(f) It shall be unlawful and an offense for any person controlling to permit, either willfully or through failure to exercise due care or control, any dog or animal to defecate upon any private property other than the premises of the owner, handler or controller of such animal. It shall also be unlawful and an offense for any person to fail to promptly remove and dispose of, in a sanitary manner, feces left by a dog or cat or other animal being handled or controlled by that person upon any property other than the premises of the owner, handler or controller of such animal.

(g) Any house, building, business, lot, yard, pen, enclosure or ground in which an animal is kept that is unsanitary or offensive to a person of ordinary sensibility residing in the vicinity thereof, or to the public at large.

With the exception of subsections (a) and (e) above, the local health authority shall make such determination of public nuisance and shall give notice to the owner to abate such condition. In the event such condition is not abated within ~~ten days~~ fifteen days of such notice, a certified letter, return receipt requested, to the owner shown on the city tax rolls at the address of such nuisance, shall be sent and constitute proper notice.

Sec. 4-18. Seizure of an animal which caused death of or serious bodily injury to a person.

(a) A justice court, county court, or municipal court shall order the local health authority ~~animal control authority~~ to seize an animal and shall issue a warrant authorizing the seizure:

(1) On the sworn complaint of any person, including the county attorney, the city attorney, or a peace officer, that the animal has caused the death of or serious bodily injury to a person by attacking, biting, or mauling the person; and

(2) On a showing of probable cause to believe that the animal caused the death of or serious bodily injury to the person as stated in the complaint.

(b) The local health authority ~~animal control authority~~ shall seize the animal or order its seizure and shall provide for the impoundment of the animal in secure and humane conditions until the court orders the disposition of the animal.

(c) *Hearing*.

(1) The court shall set a time for a hearing to determine whether the animal caused the death of or serious bodily injury to a person by attacking, biting, or mauling the person. The hearing must be held not later than the tenth day after the date on which the warrant is issued.

(2) The court shall give written notice of the time and place of the hearing to:

a. The owner of the animal or the person from whom the animal was seized; and

b. The person who made the complaint.

(3) Any interested party, including the county attorney or city attorney, is entitled to present evidence at the hearing.

(4) The court shall order the animal destroyed if the court finds that the animal caused the death of a person by attacking, biting, or mauling the person. If that finding is not made, the court shall order the animal released to:

a. Its owner;

b. The person from whom the animal was seized; or

c. Any other person authorized to take possession of the animal.

(5) The court may order the animal destroyed if the court finds that the animal caused serious bodily injury to a person by attacking, biting, or mauling the person. If that finding is not made, the court shall order the animal released to:

a. Its owner;

b. The person from whom the animal was seized; or

c. Any other person authorized to take possession of the animal.

(6) The court may not order the animal destroyed if the court finds that the animal caused the serious bodily injury to a person by attacking, biting, or mauling the person and:

a. The animal was being used for the protection of a person or person's property, the attack, bite, or mauling occurred in an enclosure in which the animal was being kept, and:

1. The enclosure was reasonably certain to prevent the animal from leaving the enclosure on its own and provided notice of the presence of an animal; and

2. The injured person was at least eight years of age, and was trespassing in the enclosure when the attack, bite, or mauling occurred;

b. The animal was not being used for the protection of a person or person's property, the attack, bite, or mauling occurred in an enclosure in which the animal was being kept, and the injured person was at least eight years of age and was trespassing in the enclosure when the attack, bite, or mauling occurred;

c. The attack, bite, or mauling occurred during an arrest or other action of a peace officer while the peace officer was using the animal for law enforcement purposes;

d. The animal was defending a person from an assault or person's property from damage or theft by the injured person; or

e. The injured person was younger than eight years of age, the attack, bite, or mauling occurred in an enclosure in which the animal was being kept, and the enclosure was reasonably certain to keep a person younger than eight years of age from entering.

(d) *Destruction of animal*. The destruction of an animal under this subchapter must be performed by:

(1) A licensed veterinarian;

(2) Personnel of a recognized animal shelter or humane society who are trained in the humane destruction of animals; or

(3) Personnel of a governmental agency responsible for animal control who are trained in the humane destruction of animals.

(e) *Provocation or location of attack irrelevant*. Except as provided by subsection (c)(6), this subsection applies to any animal that causes a person's death or serious bodily injury by attacking, biting, or mauling the person, regardless of whether the animal was provoked and regardless of where the incident resulting in the person's death or serious bodily injury occurred.

(Ord. No. 2036, § 1, 9-18-07)

Editor's note(s)—Ord. No. 2036, § 1, adopted Sept. 18, 2007 amended § 4-18 which pertained to vicious animals and derived from Ord. No. 1840, § 1, adopted June 17, 2003.

Sec. 4-18a. Vicious animals.

(a) *Reporting of incident to municipal court.*

(1) A person may report an incident described by section 4-10, "Vicious animal," to the city municipal court. The owner of the dog shall deliver the dog to a representative of the local health authority not later than the fifth day after the date on which the owner receives notice that the report has been filed. The local health authority may provide for the impoundment of the dog in secure and humane conditions until the court orders the disposition of the dog.

(2) If the owner fails to deliver the dog as required by subsection (b) [(c)(1)], the court shall order the local health authority to seize the dog and shall issue a warrant authorizing the seizure. The local health authority shall seize the dog or order its seizure and shall provide for the impoundment of the dog in secure and humane conditions until the court orders the disposition of the dog. The owner shall pay any cost incurred in seizing the dog.

(3) The court shall determine, after notice and hearing as provided in section 4-18(c), whether the dog is a vicious animal.

(4) The court, after determining that the dog is a vicious animal, may order the local health authority to continue to impound the vicious animal in secure and humane conditions until the court orders disposition of the dog under subsection (a) and the dog is returned to the owner or destroyed.

(5) The owner shall pay a cost or fee assessed under subsection (c)(4).

(b) *Determination that animal is vicious*.

(1) If a person reports an incident described by this article, the local health authority may investigate the incident. If, after receiving the sworn statements of any witnesses, the local health authority determines the animal is a vicious animal, it shall notify the owner of that fact.

(2) An owner, not later than the 15th day after the date the owner is notified that an animal owned by the owner is a vicious animal, may appeal the determination of the local health authority to a justice, county, or municipal court of competent jurisdiction. ~~An owner may appeal the decision of the justice, county, or municipal court in the same manner as appeal for other cases from the justice, county, or municipal court.~~

(3) To file an appeal under Subsection (2), the owner must:

a. file a notice of appeal of the local health authority's vicious animal determination with the court;

b. attach a copy of the determination from the local health authority; and

c. service a copy of the notice of appeal on the local health authority by mailing the notice through the United States Postal Service.

(c) *Requirements for owner of vicious animal*.

(1) Not later than the 30th day after a person learns that the person is the owner of a vicious animal, the person shall:

a. Register the vicious animal with the local health authority for the city in which the animal is kept;

b. Restrain the vicious animal at all times on a leash in the immediate control of a person or in a secure enclosure;

c. Obtain liability insurance coverage or show financial responsibility in an amount of at least $100,000.00 to cover damages resulting from an attack by the vicious animal causing bodily injury to a person and provide proof of the required liability insurance coverage or financial

responsibility to include the name, address, and phone number of the insurance company, to the local health authority for the area in which the dog is kept; and

City	Insurance
Duncanville	$100K
Cleburne	$250k
Plano	$250k
Weatherford	$100k
Cedar Hill	$100k
Lancaster	$100k
Midlothian	$100k

d. Comply with the following regulations:

1. That the animal shall be kept in a locked and secured enclosure; and
2. That the owner posts a conspicuous notice that a vicious animal is located on the premises.

(2) The owner of a vicious animal who does not comply with subsection (a) shall deliver the animal to a representative of the local health authority not later than the 30th day after the owner learns that the animal is vicious.

(3) If, on application of any person, a justice court, county court, or municipal court finds, after notice and hearing as provided by section 4-18(c), that the owner of a vicious animal has failed to comply with subsection (1) or (2), the court shall order the local health authority to seize the animal and shall issue a warrant authorizing the seizure. The authority shall seize the animal or order its seizure and shall provide for the impoundment of the animal in secure and humane conditions.

(4) The owner shall pay any cost or fee assessed by the municipality or county related to the seizure, acceptance, impoundment, or destruction of the animal. The governing body of the municipality may prescribe by resolution the amount of the fees.

(5) The court shall order the local health authority to humanely destroy the animal if the owner has not complied with subsection (1) before the 11th day after the date on which the animal is seized or delivered to the local health authority. The court shall order the local health authority to return the animal to the owner if the owner complies with subsection (1) before the 11th day after the date on which the animal is seized or delivered to the local health authority.

(6) The court may order the humane destruction of a dog if the owner of the animal has not been located before the 15th day after the seizure and impoundment of the animal.

(7) For purposes of this section, a person learns that the person is the owner of a vicious animal when:

a. The owner knows of an attack described in this article;

b. The owner receives notice that a justice court, county court, or municipal court has found that the animal is a vicious animal under section 4-18A; or

c. The owner is informed by the local health authority that the animal is a vicious animal under this article.

(Ord. No. 2036, § 1, 9-18-07; Ord. No. 2234, § 1, 1-6-15)

Sec. 4-18B. Transferring ownership of a registered vicious animals.

(a) Prior to relocating, transferring ownership, offering to transfer ownership, or otherwise moving or offering to move in any way a registered vicious animal, either inside or outside the city limits, the owner shall notify the local health authority in writing of his intention. If ownership is to be transferred, the notification shall include the name and address of the proposed new owner of the animal.

(b) If ownership of the animal is being transferred to a person who resides within the city limits of Duncanville, the new owner will be required to provide proof to the local health authority of complying with all provisions of this chapter before the animal can be moved from the previous owner's custody.

(c) If the animal is being moved outside the city limits, the owner must provide, in writing to the local health authority, proof that the new owner has alerted the agency responsible for animal services in that area.

(d) A person commits an offense if he fails to comply with the requirements of Section 4-18C.

Sec 4-18C. Violations of conditions by the owner of a registered vicious ~~dangerous~~ animal.

In the event that any owner of a registered vicious animal violates any provision of this chapter, court order, or lawful order of the local health authority, the animal may be immediately seized and impounded by a **representative of local health authority.**

The registered vicious ~~dangerous~~ animal shall be seized immediately if the animal bites, injures, or attacks a human being or another animal.

If the seizure or impoundment of a vicious ~~dangerous~~ animal for violating any provision of this chapter cannot be made with safety, and the vicious ~~dangerous~~ animal is putting people or other animals at risk of being attacked, the animal may be destroyed without prior notice to the owner.

It is an exception to the seizure of the animal under this section if the person attacked or injured was at the time committing a willful trespass, crime, or other tort upon the premises occupied by the owner of the animal.

It is an exception to the seizure of the animal under this section if the animal which was injured was inside the secure enclosure area maintained by the owner of the registered vicious ~~dangerous~~ animal.

Sec. 4-19. Prohibited animals. (see HSC 822.104 on what the application must have for the special use permit issuance)

(a) It shall be unlawful for any person to keep or harbor any ~~dangerous~~ wild animal within the city without first obtaining a permit. It shall be unlawful for any person to keep or harbor a wild animal within the city, except as authorized below.

(b) A special use permit for the keeping or harboring of wild animals may be obtained from a duly appointed representative of the local health authority for the following exceptions:

(1) Animals being kept in a public zoo.

(2) Wild animals being kept for the purpose of scientific research or public or private primary or secondary schools.

(3) Wild animals performing in an animal exhibition, rodeo, or circus, of which the animal is an integral part, if the animal is restrained from inflicting injury upon persons, property, or other animals and adequate provisions are made for the care and protection of the animal.

(4) Wild animals being kept as a pet provided the animal is not generally considered by the representative of the local health authority to be dangerous or predatory and does not pose a threat to the general public or emergency service personnel.

~~(c) It shall be unlawful for any person to exhibit, possess or harbor a wild animal within the city in the manner referred to herein without first obtaining a permit.~~

(c) *Permit.* A permit, as authorized in this section, shall be issued by the local health authority ~~only after the local health authority approves such a permit~~.

(d) *Fee for permit.* The fee for a permit as authorized herein shall be determined by resolution of the city council, and the permit shall be valid for a designated period of time as established by the local health authority. Prior to the renewal of any permit, the local health authority or his designee shall review such application and make a decision regarding the approval thereof. In the event the application for a permit is denied ~~or granted~~ by the local health authority, an appeal may be taken as provided in this article ~~by any person aggrieved by the decision of the local health authority.~~ by the applicant.

(e) ~~It shall be unlawful to release or allow to run at large any wild animal.~~ It will be unlawful for a permitted wild animal to run at large.

(f) Subsections (a) through (d) inclusive of section 4-19 shall not apply to a person, firm or corporation engaged in the commercial business of selling wild animals, as defined by the subsections of 4-19.

(1) A person who sells in the city a wild animal as defined in this chapter shall~~:~~

a. Obtain a wild animal permit for each species being sold (not each individual animal) through the local health authority. If the permit is denied, the seller may appeal to the Board of Adjustment ~~city council for approval~~ as provided herein.

b. Receive all wild animal permits before animals can be kept on premises of the seller.

c. Notify the purchaser in writing that it is necessary to obtain a wild animal permit from the city in order to keep such wild animal within the limits of the city.

d. Permit. A permit, as authorized in this section, shall be issued by the local health authority or designee ~~the city secretary only after the local health authority approves such permit~~.

e. Fee for permit. The fee for a permit as authorized herein shall be determined by resolution of the city council, and the permit shall be valid for a designated period of time as established by the local health authority but shall not be valid for more than one year. Prior to the renewal of any permit, the local health authority or designee shall review such application and make a decision regarding the approval thereof. If the renewal of the permit is denied ~~or granted~~ by the local health authority, an appeal may be taken as provided in this article by ~~any person aggrieved by the decision of the local health authority~~ the applicant.

(g) Obtain and maintain liability insurance coverage or showing financial responsibility in an amount of at least one hundred thousand dollars ($100,000.00) to cover damages resulting from an attack by the wild ~~dangerous~~ animal causing bodily injury, serious bodily injury or death to a person or another animal. A certificate of insurance or other evidence of meeting the above requirements shall be kept on file by the local health authority.

(Ord. No. 1576, § 3, 7-20-99; Ord. No. 1757, § 2, 10-2-01; Ord. No. 2026, §§ 1, 2, 5-15-07)

Sec. 4-20. Keeping hens and rabbits.

Fowl and rabbits shall be kept in a secure pen or enclosure that is at least 30 feet from any inhabited dwelling, other than that of the owner, and such enclosure shall be of such construction and strength to keep said animals from running at large.

Number of hens	Minimum Acreage	Distance From Adjacent Residential Dwellings	Distance From Property Line
6 or less	1/4	50 ft.	10 ft.
7 - 10	1/2	70 ft.	15 ft.
11 - 20	1	80 ft.	20 ft.
21 - 60	2	90 ft.	25 ft.
61 or more	3	150 ft.	50 ft.

Sec. 4-20a. Keeping of backyard hens.

(a) An individual property with one (1) legal dwelling unit, not including dwelling units that are backyard cottages or accessory dwelling units, may keep backyard hens subject to the following requirements and all other applicable provisions of this chapter. The keeping of roosters or any other fowl is prohibited; only chicken hens shall be permitted; and all references herein this section to poultry or chickens shall mean chicken hens only.

(b) A person desiring to keep poultry pursuant to this section must first apply for a backyard hen permit from the local health authority. In addition to paying a non-refundable application fee in an amount established from time to time by resolution of the city council at the time of filing, the applicant shall also:

1) Submit a complete permit application on a form provided by the Police Department;

2) Provide floorplans and side elevations for the proposed animal housing enclosure or if a commercially available coop is acquired, the manufacturer, model, and size of the coop;

3) Provide a site drawing showing the proposed location for the animal housing enclosure that includes all property lines, building lines, setbacks, and other structures located on the property;

4) Provide written, notarized authorization from the property owner allowing backyard hens if the applicant is a person other than the owner of the property on which the backyard hen(s) will be kept; and

5) Provide one-time proof of completion of an educational course approved by the department on backyard hen care and sanitation. Please check our website for this information (Pets & Animals).

(c) Prior to the issuance of a backyard hen permit, a site inspection shall be conducted to verify compliance with the requirements of this section. Applicants who provide proof of having a current backyard hen permit, who have not obtained additional animals since their last inspection and have had no verified complaints and/or enforcement actions for violating this chapter during the preceding twelve (12) months, may be issued a permit without inspection. The department may require an inspection during reasonable hours at the department's discretion regardless of the applicant's history.

(d) All backyard hen permits issued under this section shall be valid for one (1) year from the date of issuance. No more than one (1) backyard hen permit may be issued for any individual property, tract or residential lot. The permit is nontransferable and shall be valid only for the applicant and location for which it was originally issued. In the event the permit holder no longer resides at the property for which the permit was issued or ceases to harbor or keep backyard hens on the property, the permit terminates without refund.

(e) A person commits an offense if he fails to comply with any of the following restrictions:

1) Backyard hens(s) shall be kept within a secure animal housing enclosure that is constructed and maintained in compliance with all requirements of this chapter, all requirements for accessory buildings, whether or not such permit is required, and be located behind a fence that is at least six (6) feet in height. Backyard hens shall be kept at all times within the secure animal housing enclosure except:
    a. When being removed to be transported to, or returned from, a location off of the property;
    b. During daylight hours when they are under the direct supervision of an adult, backyard hens may roam in a yard provided that it is enclosed by a perimeter fence not less than six (6) feet in height; or
    c. When being temporarily confined in a garage or indoor space during periods of extreme cold or brooding.
2) Coops must provide no less than four (4) square feet of area per backyard hen and the exercise yard must provide no less than eight (8) square feet of area per backyard hen.
3) Coops shall have a minimum of ten (10) inches of roosting space for each backyard hen kept;
4) There shall be at least one (1) nesting box for every four (4) hens kept;
5) Hay, grain, feed, and all other food sources must be stored in secure containers that are not accessible to rats, flies, mosquitos, or other rodents and insects;
6) Manure and soiled bedding material must be immediately disposed of, properly composted, or stored in secure containers that are not accessible to rats, flies, mosquitos, or other rodents and insects at least once every 48 hours;
7) Food scraps, kitchen scraps, or other perishable food items cannot be fed on the ground or in any container other than an impervious container or on an impervious platform;
8) Any backyard hen byproducts, including but not limited to eggs, meat, or manure, may not be sold or offered to be sold under the direction of, or with the consent of, a backyard hen permit holder except for the sale of backyard hen byproducts in accordance with all applicable federal, state, and local regulations; and
9) All backyard hens must have their wings properly clipped and maintained so as to prevent them from flying over the fence.

(f) A person commits an offense if the person is a holder of a backyard hen permit and he refuses, upon request by a representative of the local health authority during reasonable hours, to make his animals, premises, facilities, equipment, and any necessary registrations or permits, available for inspection.

(g) A person commits an offense if the person is a holder of a backyard hen permit, and he refuses to show his permit upon request by a representative of the local health authority.

(h) A person commits an offense if he harbors backyard hens without first obtaining a valid backyard hen permit.

(i) This section shall not supersede, replace, or have control over any recorded deed restrictions, covenants, homeowner association rules, or other applicable restrictions that prohibit the keeping of fowl or backyard hens on such property.

(j) Backyard hens or eggs shall not be sold from the property.

Sec. 4-21. Livestock.

(a) It shall be unlawful for any person to keep on any premises under his control within the city limits, any livestock in such a manner that the same shall be located closer than 75 feet distance from any person's property, other than his own.

1) Upon initial application or renewal, the owner is required to schedule an inspection of the property with the animal services department within 30 days.

2) If upon completion of the inspection, the premises are found to be in violation of one or more provisions of applicable city codes and ordinances, the city shall provide written notice of such violation and shall set a re-inspection date for violation to be corrected.

3) Upon receiving the application, the local health authority shall send a notice to all property owners within 75 feet of the applicant's property. This notice will provide the person with contact information to provide approval or objection to the permit. The adjacent property owners shall have ten business days to respond. If no response is received, that will be deemed consent.

4) In the event the local health authority denies ~~or grants~~ such permit, an appeal may be taken as provided in this article by the applicant regarding the decision of the local health authority.

(b) It shall be unlawful for any person to keep any livestock in an area wherein there is less than 5,000 square feet for each animal so kept.

(c) The provisions of subsections (a) and (b) shall not apply to any property adjacent to property or acreage not subdivided or platted.

(d) No livestock impounded by virtue of this section shall be released to the owner until all costs and fees prescribed by this section have been paid and until the person applying for the release of such livestock signs an affidavit that he is the owner of the livestock and entitled to possession thereof.

(e) Any livestock found running at large shall be impounded by the local health authority.

(f) Any livestock found running at large that cannot be captured, or after being impounded by the local health authority, may be released to the Sheriff of Dallas County at any time.

(g) Anytime during the permitted year, the local health authority receives three (3) or more complaints that results in a violation of this chapter may cause a permit to be revoked.

(Ord. No. 1554, § 1, 12-1-98; Ord. No. 2026, § 3, 5-15-07

Sec. 4-22. Limitation of number of cats and dogs.

(a) *Limitation on cats:*

1) Definitions: For the purposes of this subsection, the following words shall have the meaning expressed below:

a. *Adult cat* shall mean any cat which is more than six months of age.

b. *Kept within the city* shall mean the harboring, possessing or owning of cats in any residential district within the city.

c. *Litter* shall mean one or more kittens under six months of age.

2) It shall be unlawful for any person to keep within the city, in any residential district, more than four adult cats on a residential lot of 10,000 square feet or less, provided however, such person may keep an additional adult cat for each additional 5,000 square feet of lot area. Each residence owner or occupant shall be permitted to keep one litter only.

3) Notwithstanding the provisions of subsection (a)(2) above, any person who desires to keep more than four adult cats and one litter at the same time shall apply to the local health authority for a special permit to keep the same. The applicant shall provide the local health authority with satisfactory proof from the owners of all property within 25 feet of the applicant's property that there is no objection to issuance of the permit and shall pay to the city a fee as may be determined by the local health authority for such permit. The permit shall expire one year from the date of its issuance. Prior to the renewal of any permit, the local health authority shall review such application and make a decision regarding the approval thereof. Should any complaint be received by the local health authority during the preceding permit period, signatures will be required from the surrounding property owners as required for the initial permit. In the event the local health authority denies or grants such permit, an appeal may be taken as provided in this article by any person aggrieved by the decision of the local health authority.

(b) *Limitation on dogs:*

1) Definitions: For the purposes of this subsection, the following words shall have the meaning expressed below:

Adult dog shall mean any dog which is more than six months of age.

Kept within the city shall mean the harboring, possessing or owning of dogs in any residential district within the city.

Litter shall mean one or more puppies under six months of age.

2) It shall be unlawful for any person to keep within the city, in any residential district, more than four adult dogs on a residential lot of 10,000 square feet or less, provided, however, such person may keep one additional adult dog for each additional 20,000 square feet of lot area. Each residence owner or occupant shall be permitted to keep one litter only.

3) Notwithstanding the provisions of subsection (b)(2) above, any person who desires to keep additional dogs in a residential area, shall apply to the local health authority for a special permit to keep the same. The applicant shall provide the local health authority with satisfactory proof from the owner of property within 25 feet of the applicant's property that there is no objection to the issuance of the permit and shall pay the city a fee as determined by the local health authority for such permit. The permit shall expire one year from the date of its issuance. Prior to the renewal of any permit, the local

health authority shall review such application and make a decision regarding the approval thereof. Should any complaint be received by the local health authority during the preceding permit period, signatures will be required from the surrounding property owners as required for the initial permit. In the event the local health authority denies or grants such permit, an appeal may be taken as provided in this article by any person aggrieved by the decision of the local health authority.

(Ord. No. 1554, § 1, 12-1-98; Ord. No. 1894, § 1, 6-15-04; Ord. No. 2026, §§ 4, 5, 5-15-07)

CITY	DOGS	CATS
Duncanville	4 adult	4 adult
Plano	4	4
Cedar Hill	4 adult	4 adult
DeSoto	4	4
Lancaster	4	4
Grand Prairie	?	?
Cleburne	?	?
Weatherford	Total of 5 in any combination	

Sec. 4-23. Impoundment.

(a) The following animals may be impounded:

1) Cats and dogs not exhibiting evidence of vaccination.

2) Any animal infected or kept under conditions which could endanger the public or animal health.

3) Any animal that creates a nuisance as defined in section 4-17.

4) Any animal running at large.

5) Any animal treated in a manner determined to be in violation of section 42.10 of the Texas Penal Code.

6) Any animal that has bitten a human being or requires observation for rabies determination, as determined by the local health authority.

7) Any animal violating any provision of this chapter.

(b) If any animal is found upon the premises of any person, that person shall have the right to confine such animal in a humane manner until the local health authority can impound such animal. When so notified, it shall be the duty of the local health authority to have such animal impounded as herein provided.

(c) Reasonable effort shall be made by a local health authority to contact the owner of any impounded animal which is wearing a current vaccination tag; however, final responsibility for location of an impounded animal is that of the owner.

(d) The owner can regain possession of an impounded animal upon payment of impoundment fees, handling fees and any veterinarian bills incurred by the local health authority for the welfare of the animal, and upon compliance with the vaccination provisions of this Code, except where prohibited in (e) and (f) below.

(e) Disposition of animals impounded on the grounds of cruel and inhumane treatment shall be determined by the court of jurisdiction.

(f) If any animal is being held under quarantine, the owner shall not be entitled to possession until release from quarantine.

(g) The city manager shall select and establish a place for impounding all animals impounded under any provision of this article.

(h) Any animal, except vicious or wild animals, not reclaimed by the owner may be humanely euthanized after being impounded for 72 hours, except that any animal wearing a current vaccination tag shall be impounded for six days prior to its destruction.

(i) Any impounded vicious or wild animal, unless there is reason to believe that it has an owner, may be immediately disposed of as may be deemed appropriate by the local health authority.

(j) Any nursing baby animal impounded without the mother, or where the mother cannot or refuses to provide nutritious milk, may be immediately euthanized to prevent further suffering.

(k) Any owner who no longer wishes responsibility for an animal, other than an ill or injured animal, may sign a written waiver supplied by the local health authority allowing the animal to be immediately euthanized in a humane manner, provided that no dog or cat that has bitten a human being shall be euthanized before the expiration of the ten-day quarantine period. Ill or injured animals shall be the responsibility of the owner.

(l) Any impounded animal that appears to be suffering from injury or illness may be euthanized or given to a nonprofit humane organization for the purpose of veterinarian medical care, as determined by the local health authority.

Sec. 4-24. Fees.

The city council shall by resolution establish impoundment, adoption, boarding, rabies observation, microchipping, surrender and handling fees as provided in this chapter.

(Ord. No. 2110, § 1, 4-6-10)

Editor's note(s)—Ord. No. 2110, § 1, adopted Apr. 6, 2010, repealed the former § 4-24, and enacted a new § 4-24 as set out herein. The former § 4-24 pertained to impoundment and handling fees. This section bore no history note.

Sec. 4-25. Adoption.

Any individual may adopt an animal (dogs and cats only) from the Tri-Cities Animal Shelter under the following conditions:

(a) The animal has been classified as adoptable by the Tri-Cities Animal Shelter.

(b) The prospective adopter has proper facilities to care for the animal.

(c) The prospective adopter ensures all necessary vaccinations are provided.

(d) The prospective adopter shall have any dog or cat spayed or neutered within 30 days after adoption or the local health authority shall have the right of immediate return of the animal to the animal shelter; provided the local health authority shall allow additional time in the case of dogs or cats less than six months of age.

(e) All animals that are adopted or redeemed from the Tri-City Animal Shelter, that are not currently microchipped, must be implanted with a microchip and register with the microchip provider prior to leaving the shelter.

(Ord. No. 2110, § 1, 4-6-10)

Sec. 4-26. Purchase.

(a) The purchaser of any dog or cat from the Tri-Cities Animal Shelter must have it vaccinated within seven days after purchase or the local health authority shall have the right of immediate return of the animal to the animal shelter; provided, the local health authority shall allow additional time in the case of a dog or cat less than six months of age.

(b) Tri-Cities Animal Shelter personnel or a representative of the local health authority may refuse to allow the purchase of a cat or dog by a person whom he has reason to believe:

1) Would not be able to obtain a vaccination certificate.

2) Would not have proper facilities to contain or care for the animal, as required by the Code.

3) Wants the dog or cat for the purpose of resale or for purposes other than pet ownership.

4) There are reasonable grounds to believe the animal would be subjected to abandonment or cruelty.

Sec 4-27. WILD ANIMAL PERMITTING.

(a) The hearing before the local health authority or designee to determine if an animal is a wild animal shall be conducted within twenty (20) business days after receipt of the sworn complaint, impoundment, or seizure of the animal, whichever occurs later.

(b) Notice of the hearing before the local health authority or designee shall be provided by the local health authority or his designee to the owner of the animal and all complainants who provided a sworn complaint by certified mail, return receipt requested or by personal service. At the hearing before the animal services director or designee, any interested party, including the city attorney or his or her designee, shall be given opportunity to present evidence on the issue of whether the animal is dangerous.

(c) Upon conclusion of a hearing to determine if an animal is a wild ~~dangerous~~ animal, the local health authority or designee may find that the animal is not wild ~~dangerous~~ and order that it be promptly returned to its owner's custody after all impound and board fees have been paid. The local health authority or designee shall have the authority to refund, reduce, or waive any fees incurred to the owner.

(d) If the local health authority or designee makes a finding that the animal meets the definition of a wild ~~dangerous~~ animal as described in section 4-1 of this chapter and that the destruction, removal, or registration of the animal is necessary to preserve the public health, safety, or welfare, then the local health authority or designee shall order one (1) of the following:

1) Euthanasia of the wild ~~dangerous~~ animal:

a. shall be ordered if the local health authority or designee makes a finding that the animal caused the death of a person;

b. may be ordered if the local health authority or designee makes a finding that the animal caused serious bodily injury or bodily injury to a person;

c. may be ordered if the local health authority or designee makes a finding that the animal was outside its enclosure or yard and caused serious bodily injury or death to another animal;

d. may be ordered if the local health authority or designee makes a finding that the animal was outside its enclosure or yard and caused bodily injury to another animal and has made at least one (1) unprovoked attack against an animal or person on a previous occasion;

e. may be ordered if the owner of the animal requests euthanasia of the animal.

2) Removal of the wild ~~dangerous~~ animal from within the city limits.

   a. Prior to the release of the animal from quarantine, the owner shall make the animal available to the animal services facility for scanning of the microchip implanted in the animal and provide to the local health authority or designee, in writing, all of the following:

      1. The destination address of where the animal is to reside and the name of the person who will have care, custody, or control of the animal at the destination address;

      2. Proof that the owner has alerted the agency responsible for animal services in that area; and

      3. Proof that a microchip has been implanted into the animal.

   b. A person commits an offense if he removes the animal from the city under this section and fails to:

      1. Implant a microchip in the animal; or

      2. Provide proof of the implanting of the microchip; or

      3. Make the animal available for scanning.

   c. A person commits an offense if he removes the animal from a state-approved quarantine facility prior to complying with the notice requirements in subsection 4-153(d)(2).

   d. A person commits an offense if he allows an animal that has been determined to be a wild ~~dangerous~~ animal and ordered to be removed from the city limits to return to the city limits.

3) Return to the owner as a registered wild ~~dangerous~~ animal after the owner demonstrates compliance with this chapter and the following requirements. The owner shall maintain compliance with all of the following requirements for the remainder of the wild ~~dangerous~~ animal's life while the wild ~~dangerous~~ animal is located or resides in the city:

   a. Obtain and maintain liability insurance coverage or showing financial responsibility in an amount of at least one hundred and fifty thousand dollars ($100,000.00) to cover damages resulting from an attack by the wild ~~dangerous~~ animal causing bodily injury, serious bodily injury or death to a person or another animal. A certificate of insurance or other evidence of meeting the above requirements shall be kept on file at the Tri-Cities animal facility;

   b. Registering the wild ~~dangerous~~ animal with the City of Duncanville by providing the name and address of the owner; the breed, age, sex, color and any other identifying marks of the animal; the address where the animal is to be kept; and at least two (2) color photographs that clearly identify the wild ~~dangerous~~ animal taken not earlier than the 30th day before the date the application was filed;

   c. Provide proof of animal sterilization;

   d. A photograph and a statement of the dimensions of the secure enclosure in which each animal is to be kept and a scale diagram of the premises where each animal will be kept, including the location of any perimeter fencing and any residence on the premise;

   e. Post and maintain signs giving notice of a wild ~~dangerous~~ animal in the area or on the premises in which the animal is confined. The signs shall be conspicuously posted at both the front and rear property entrances and shall bear letters not less than two (2) inches high, stating "WILD ANIMAL ON PREMISES";

f. Provide and maintain on the animal a fluorescent yellow collar visible at fifty (50) feet in normal daylight with an attached tag provided by the department to the collar that is worn at all times so that the animal can be easily identified;

g. Implant and maintain a microchip into the animal and register it for life with the department and a recognized national registry;

h. Provide written notice of the animal's designation as vicious ~~dangerous~~ to the owner or landlord of the property where the animal will be kept; and

i. Pay the appropriate wild ~~dangerous~~ animal annual permit fee.

j. Statement signed by a veterinarian licensed to practice in this state stating that the veterinarian:

1. Inspected each animal being registered not earlier than the 30th day before the date of the filing of the renewal application; and

2. Finds that the care and treatment of each animal by the owner meets or exceed the standards prescribed under this chapter.

(e) The owner shall have thirty (30) days from the determination by the local health authority or designee that the animal is wild ~~dangerous~~ to comply with all of the required conditions as set forth by this chapter and the order of the local health authority or designee, unless the determination is appealed pursuant to V.T.C.A. Health and Safety Code, § 822.0421, as amended. If the owner fails to provide proof of compliance with all of the requirements in the order, and the order is not appealed pursuant to V.T.C.A. Health and Safety Code, § 822.0421 as amended, the wild animal may be euthanized on the thirty-first (31st) day following the order of the local health authority or designee.

(f) A person commits an offense if he allows an animal that has been determined to be a wild ~~dangerous~~ animal to be kept or remain in any duplex or in any multi-family, residentially zoned property.

(g) A person commits an offense if he allows an animal that has been determined to be a wild ~~dangerous~~ animal to be kept or remain on a porch, patio, or in any part of a house or structure that would allow the animal to exit of its own volition.

(h) A person commits an offense if he allows an animal that has been determined to be a wild ~~dangerous~~ animal to be kept in a house or structure when any window is open or when any screen window or screen door is the only obstacle preventing the animal from exiting the structure.

(i) A person commits an offense if he allows an animal that has been determined to be a wild ~~dangerous~~ animal to be outside of the owner's residence or its secure enclosure unless the animal is under continuous direct physical control by a person of competent mental and physical ability to restrain the animal under all circumstances.

(j) A person commits an offense if he allows an animal that has been determined to be a wild ~~dangerous~~ animal tethered to an inanimate object, including, but not limited to a tree, post, or building, for any length of time.

(k) A person commits an offense if he allows an animal that has been determined to be a wild ~~dangerous~~ animal to be outside its secure enclosure without being securely fitted with a muzzle that will prevent the animal from biting other animals or human beings without causing injury to the animal or interfering with its vision or respiration.

(l) A person commits an offense if he is the owner of a permitted wild ~~dangerous~~ animal and refuses, upon request by the department, to make his animal, premises, facilities, equipment, and any necessary permits available for inspection at any reasonable time.

(m) A person commits an offense if he is the owner of a wild ~~dangerous~~ animal, and he fails to maintain the requirements in subsection 4-153(d)(3) for the remainder of the animal's life.

(n) No domestic animal may be found to be a wild ~~dangerous~~ animal if the local health authority or designee finds sufficient evidence that:

1) The threat, injury, or damage was sustained by a person who at the time was committing or attempting to commit a willful trespass or other tort upon the premises occupied by the owner of the animal;

2) The person was teasing, tormenting, abusing, or assaulting the animal or has in the past been observed to have teased, tormented, abused, or assaulted the animal;

3) The person attacked was committing or attempting to commit a crime;

4) The animal attacked was at large at the time of the incident unless the attacking animal was also at large at the time of the incident and:

a. The attacking animal has committed an unprovoked attack on another person or animal on at least one (1) previous occasion; or

b. The animal attacked died as a result of the injuries it sustained during the attack.

5) The animal attacked or killed at the time of the incident was teasing, tormenting, abusing, or attacking the alleged dangerous animal or if the animal attacked was not a domestic animal;

6) The animal was protecting or defending a person within the immediate vicinity of the animal from an unjustified attack or assault;

7) The animal was injured and responding to pain;

8) The complaint filed against it is based solely on the animal's breed, size, or physical appearance; or

9) The attack, bite, or mauling occurred while the dog was being used by a peace officer for law enforcement purposes.

(o) If the local health authority or designee finds probable cause to believe that an animal was at-large and involved in an incident that led to the filing of a wild ~~dangerous~~ animal complaint, and if the animal is not already identifiable by microchip, the owner shall pay a fee to have a microchip implanted into the animal regardless of whether it is deemed a dangerous animal or not.

(p) A person commits an offense if the person fails or refuses to provide proof of complying with the local health authority's or designee's order to implant and register a microchip as required in subsection (o).

Sec. 4-2~~7~~8. Appeal process.

In the event an application for a permit for a wild animal, or the renewal of a permit for a wild animal, is denied, the applicant has 15 days upon a denial to file an appeal with the municipal court. Either party may appeal the decision of the municipal court to a county court. The filing of the appeal of the denial or revocation of a certificate of registration under this section stay the denial or revocation until the court rules on the appeal.

In the event any other animal permit, or the renewal of a permit, is denied, the applicant has 15 days upon a denial to file an appeal with the municipal court. ~~or granted only the applicant has 90 days to deal by a duly appointed representative of the local health authority, any person aggrieved by the decision of the local health authority may appeal in writing to the local health authority within ten days.~~

The decision of the ~~duly appointed representative of the~~ local health authority will be considered by the Board of Adjustment~~, fire chief, and the assistant city manager city secretary~~. If the Board of Adjustment upholds the denial, the applicant may re-apply for the permit one year after the date of denial. ~~If the decision is upheld, any person who disagrees with the decision of the appeal committee may file a written appeal with the city secretary within seven days from the date of the committee's decision.~~

~~The city secretary shall schedule a hearing of such appeal to the city council at the next timely meeting of the city council. The city council may either grant or deny the permit. The decision of the city council shall be final and binding.~~

(Ord. No. 1576, § 4, 7-20-99; Ord. No. 2026, § 6, 5-15-07; Ord. No. 2041, § 1, 2-5-08)

City	Days to File Appeal
Duncanville	10
Plano	15
Cleburne	10
Cedar Hill	10
Midlothian	15
DeSoto	10

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF DUNCANVILLE, TEXAS, AMENDING CHAPTER 4 OF THE CITY OF DUNCANVILLE CODE OF ORDINANCES AMENDING CHAPTER 4, ARTICLE II, ANIMAL CONTROL, BY REPEALING ARTICLE II IN ITS ENTIRETY AND ADOPTING A NEW ARTICLE II OF SAID CHAPTER; PROVIDING FOR DEFINITIONS; PROVIDING REGULATIONS FOR ENFORCEMENT; PROVIDING RUNNING AT LARGE; PROVIDING FOR PROHIBITED TETHERING; PROVIDING FOR VACCINATION; PROVIDING FOR SEIZURE OF VICIOUS ANIMALS; PROVIDING FOR HEARING; PROVIDING FOR CHICKEN OR HENS; PROVIDING FOR ESTABLISHMENT OF FEES; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR A SAVINGS CLAUSE; PROVIDING A PENALTY OF FINE NOT TO EXCEED THE SUM OF FIVE HUNDRED DOLLARS ($500.00) FOR EACH OFFENSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the regulation of animals within the City needs updating and is necessary in order to protect the health, safety and general welfare of humans and other animals by controlling animal populations and related diseases; and

WHEREAS, Chapter 4, Article II of the City of Duncanville Code of Ordinances provides for such regulation.

WHEREAS, the City Council of the City of Duncanville desires that new Article II of said Chapter;

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

SECTION 1. That Chapter 4 of the Duncanville Code of Ordinances, is amended, by repealing Article II of said Chapter 4 in its entirety and by adopting a new Article II, to read as follows:

"CHAPTER 4

ARTICLE I. IN GENERAL

. . . . .

ARTICLE II. ANIMAL CONTROL

Sec. 4-10. Definitions.

When used in this article the following words and terms, unless the context indicates a different meaning, shall be interpreted as follows:

Animal: Shall mean a warm-blooded animal, any living creature, including, but not limited to: dogs, cats, cows, horses, birds, fish, mammals, reptiles, insects, fowl and livestock, but specifically excluding human beings.

Backyard Chickens or chicken: Shall mean *Gallus gallus domesticus* and does not include other *fowl*, such as, but not limited to, *peacocks, roosters, turkeys, or water fowl.*

Cat: Shall mean any live or dead cat (Felis Catus), excluding hybrids.

Chicken coop means a covered, predator-resistant chicken house that is designed to be easily accessed, cleaned, and maintained, and meets all the specifications for a shelter, animal housing enclosure, and any other applicable requirements of this chapter.

Dangerous dog: A dog that is a vicious animal as defined herein. (see vicious animal)

Dog: Shall mean any domesticated animal that is a member of the canine family.

Exercise yard means an enclosure attached to a chicken coop that provides exercise for backyard chickens and is constructed to prevent the backyard chickens from escaping such enclosure and offers protection from predators.

Humanely euthanized: Shall mean to cause the death of an animal by a method which:

(1) Rapidly produces unconsciousness and death without visible evidence of pain or distress, or

(2) Utilizes anesthesia produced by an agent which causes painless loss of consciousness, and death following such loss of consciousness.

Hybrid: Shall mean any offspring of two wild animals of different species or the offspring of wild animals bred with domesticated dogs or cats.

Livestock: means or includes domesticated animals typically kept to provide food or fiber or perform work, whether or not they actually provide these functions, including but not limited to, regardless of age, sex, or breed: horses, consisting of all equine species including ponies, mules, donkeys, jackasses, and burros; cattle, consisting of all bovine species; sheep, consisting of all ovine species; llamas and alpacas; goats, consisting of all caprine species; rabbits kept primarily outdoors or

raised as a food or fiber source; chickens, ducks, and other fowl; and pigs or hogs, consisting of all swine species.

Local health authority: The chief of police is designated as the local health authority and has authority to appoint representatives to enforce the provisions of this article, to receive reports of animal bites, investigate animal bites, insure quarantine or possibly rabid animals and otherwise carry out provisions of the Texas law pertaining to control and eradication of rabies.

Owner: Shall mean any person, firm or corporation having title to any animal, or a person who has, harbors or keeps, or causes or permits to be harbored or kept, an animal in his care, or who permits an animal to remain on or about his premises.

Person: Shall mean any individual, firm, association, partnership or corporation.

Representative of local health authority: Shall mean and include any peace officer or animal control officer of the city.

Roosting space means a perching area made of non-metallic material that is elevated above the floor level of the nesting box(es), located so that all housed backyard hens can sit, stand up, and turn around without coming into contact with a wall, the ceiling, or a perch above it, and staggered so that no roosting space is directly above or below it.

Running at large: Shall mean not completely confined by a building, wall or fence of sufficient strength or construction to restrain the animal, except when such animal is either on a leash or held in the hands of the owner or keeper, or under direct supervision of the owner within the limits of the owner's private property. An animal within an automobile or other vehicle shall not be deemed "running at large."

Secure enclosure (Dogs): Shall mean a fenced area or structure that is:

(1) Locked;

(2) Capable of preventing the entry of the general public, including children;

(3) Capable of preventing the escape or release of a dog;

(4) Clearly marked as containing a dangerous dog; and

(5) In conformance with the requirements for enclosures established by the local health authority.

Secure enclosure (Livestock):

(1) Capable of preventing the entry of the general public, including children;

(2) Capable of preventing the escape or release of the livestock;

(3) Has an attached, secured roof and , at minimum (3) sides to protect the livestock from weather and to provide shelter and protection from heat, cold, and other environmental conditions and must be adequately ventilated;

(4) Must have bedding material and large enough so that the livestock can enter, stand, turn around, and lie down but small enough to prevent the loss of body heat during cold weather;

(5) Is located a minimum of five (5) feet from any fence line or wall that abuts private property or a public area, and;

(6) Complies with all additional requirements as established and provided in writing to the owner by the local health authority.

Serious bodily injury: Shall mean an injury characterized by severe bite wounds or severe ripping and tearing of muscle that would cause a reasonably prudent person to seek treatment from a medical professional and would require hospitalization without regard to whether the person actually sought medical treatment.

Stray animal: Shall mean any animal for which there is no identifiable owner or harborer.

Tether: Shall mean any device constructed of any material which tie, fasten, or otherwise restrain or secure an animal to a fixed point so that it can move or range only within certain limits.

Unprovoked: means that the animal was not hit, kicked, pulled, struck, pinched, poked, prodded, shocked, or squeezed by a person with an object or part of the person's body, or otherwise teased or tormented in any manner.

Vaccination: Shall mean an injection with United States Department of Agriculture approved rabies vaccine administered every 12 calendar months by a licensed veterinarian.

Veterinarian: Shall mean a veterinarian licensed to practice veterinary medicine.

Vicious animal: Shall mean any individual animal, including a dog, that:

(1) Makes an unprovoked attack on a person that causes bodily injury in a place other than an enclosure in which such animal was being kept and that was reasonably certain to prevent such animal from leaving the secure enclosure on its own; or

(2) Commits unprovoked acts in a place other than an enclosure in which the animal was being kept and that was reasonably certain to prevent the animal from leaving the enclosure on its own and those acts cause a person to reasonably believe that such animal will attack and cause bodily injury to that person; or

(3) An animal that is at large and commits an unprovoked attack on a domestic animal that causes the death of the attacked animal; or

(4) An animal that is at large and commits an unprovoked attack on a domestic animal that causes serious bodily injury to the attacked animal and the attacking animal has already committed at least one unprovoked attack on a previous occasion against a human being or domestic animal.

Wild animals: Shall include all types of animals which commonly exist in a natural unconfined state and are usually not domesticated. This shall apply regardless of the state or duration of captivity. Such animal shall include, but are not limited to: lion, tiger, ocelot, cougar, leopard, cheetah, jaguar, bobcat, lynx, serval, caracal, hyena, bear, coyote, jackal, baboon, monkeys, chimpanzee, orangutan, gorilla, skunks, raccoons, bats, weasels, squirrels, opossums, lesser pandas, binturongs, wolves, hybrids of wolves and canines, elephants, rhinoceroses, foxes, alligators, crocodiles, monkeys, ostriches, emus, prairie dogs, boas, pythons, anaconda, and all forms of poisonous or constricting reptiles, and other like animals.

Sec. 4-11. Enforcement.

(a) Enforcement of this article shall be the responsibility of the local health authority, any peace officer or any animal control officer.

(b) The local health authority, any peace officer or any animal control officer shall have the authority to issue citations for any violation of this article.

(c) If the person to be cited is not present, the local health authority, any peace officer or any animal control officer may send the citation to the alleged offender by registered or certified mail.

(d) It shall be unlawful for any person to interfere with the local health authority, or animal control officer in the performance of his duties.

(e) The local health authority, any peace officer or any animal control officer shall have the authority to humanely euthanize or destroy any animal in accordance with the provisions of this article.

(f) The animal control officer or any peace officer shall have the authority to use a tranquilizer gun in the lawful discharge of his duties.

(g) Each twenty-four (24) hour period of violation, and each separate animal or condition in violation of any provision of this chapter, shall constitute a separate offense.

(h) The provisions of this article shall not apply, and it shall be a defense to the requirements set forth herein, if the animal is a dog owned or used by and under the supervision of a law enforcement agency or peace officer.

Sec. 4-12a. Running at Large.

(a) It shall be unlawful for an owner or person who possesses, keeps or harbors any dog or other animal other than a cat, to fail to keep such dog or animal from running at large, as defined herein, within the limits of the city. Proof of a culpable mental state is not required for conviction of an offense under this section. It is the intent of the city to dispense with the requirement of any culpable mental state in prosecutions filed hereunder.

(b) The local health authority is authorized to impound such animals running at large.

Sec. 4-12b. Tethering Animals.

(a) A person commits an offense if he tethers an animal to a stationary object for any length of time except as allowed by subsections (b) and (c) of this section.

(b) Restraint on the owner's property or for a lawful animal event, veterinary treatment, grooming, training, law enforcement activity, or when needed to protect the safety or welfare of a person or animal, shall be allowed provided that all of the following conditions are met:

(1) The animal's owner maintains continuous, direct physical control of the animal throughout the period of restraint;

(2) The tether is attached to a properly fitting collar or harness and is not wrapped around the animal's neck. Choke or prong-type collars are prohibited;

(3) The tether is designed and placed in a manner to prevent entanglement or injury; and

(4) The tether does not allow the animal to move outside the person's property or come within ten (10) feet of public property if tethered outside a fenced area.

(c) A "skyline" type aerial trolley consisting of a line that is strung between two (2) fixed points that are at least twenty (20) feet apart with a down line that is at least five (5) feet in length is allowed as long as the requirements of subsections 4-12b(b)(2), (b)(3), and (b)(4) are met and the animal is enclosed behind a fence of adequate size and strength capable of preventing the general public, including children, and other animals from entering the area.

Sec. 4-13. Animal Vaccination.

(a) *Required.* Every owner of a dog or cat four months of age or older shall have such animal vaccinated against rabies as required by Sub. C, Sec. 826.021(a) of the Texas Health and Safety Code. All dogs or cats vaccinated at four months of age or older shall be revaccinated at one year of age and every third anniversary date thereafter. Any person moving into the city from a location outside of the city, and who has not had such an animal vaccinated within three years, shall comply with this article within ten days after having moved into the city. If the dog or cat has inflicted a bite on any person, or another animal, within the last ten days, the owner of said dog or cat shall report such fact to a veterinarian and no rabies vaccine shall be administered until after a ten-day observation period.

(b) *Certificate of vaccination.* Upon vaccination, the veterinarian shall execute and furnish to the owner of the dog or cat, as evidence thereof, a certificate upon a form furnished by the veterinarian. The veterinarian shall retain a duplicate copy. Such certificate shall contain the following information:

(1) The name, address and telephone number of the owner of the vaccinated dog or cat.

(2) The date of the vaccination.
(3) The type of rabies vaccine used.

(4) The year and number of rabies tags.

(5) The breed, age, color and sex of the vaccinated dog or cat.

(c) *(Reserved)*.

(d) *(Reserved)*.

(e) *Proof.* It shall be unlawful for any person who owns or harbors a vaccinated animal to fail or refuse to exhibit his copy of the certificate of vaccination upon demand to any person charged with the enforcement of this article.

(f) *Harboring unvaccinated animals.* It shall be unlawful for any person to harbor any dog, cat or any other animal which has not been vaccinated against rabies, as provided herein, or which cannot be identified as having a current vaccination certificate.

(g) *Animals exposed to rabies.* Any person having knowledge of the existence of any animal known to have been or reasonably believed to have been exposed to rabies must immediately report such knowledge to the local health authority or animal control or peace officer, giving any information which may be required. For any animal known to have been or reasonably believed to have been exposed to rabies, the following is required:

(1) Animals having current vaccination must be revaccinated immediately and confined according to the method prescribed by the local health authority for a period of less than 90 days.

(2) Animals not having a current vaccination should be humanely euthanized. However, if the owner of such animal elects, he may, at his expense and in a manner prescribed by the local health authority, confine said animal. Such animal must be vaccinated immediately following exposure and quarantined for not less than six months. A revaccination shall be done one month prior to release from quarantine.

(3) Animals may be humanely euthanized.

Sec. 4-14. Reporting Animal Bites.

(a) Any person having knowledge of any animal bite or scratch to a human that the person could reasonable foresee as capable of transmitting rabies or of an animal that the person suspects is rabid shall report the incident or animal to the local health authority. The report shall include the name and address of any victim and of the owner of the animal, if known, and any other data which may aid in the locating of the victim or the animal.

(b) The owner of an animal that is reported to be rabid or reported to have been exposed to rabies or that the owner knows or reasonably believes to be rabid or to have been exposed to rabies shall submit the animal for quarantine to the local health authority prescribed in section 4-15.

(c) The incident and animal shall be reported to the local health authority, as soon as possible, but no later than 24 hours from the time of the incident.

(d) The local health authority will investigate each bite incident, utilizing standardized reporting forms provided by the Texas Department of Health.

Sec. 4-15. Animal Quarantine.

(a) When a dog or cat has bitten, or scratched a human, or when the local health authority has probable cause to believe an animal is rabid, the owner of such animal shall produce the animal for ten days' confinement at the owner's expense. Refusal to produce said dog, cat or other animal constitutes a separate violation. The ten-day observation period will begin on the day of the bite incident. The animal must be placed in the animal control facilities specified for this purpose, or any other facilities meeting the state requirements or a facility as designated by the city manager.

However, the owner of the animal may request permission from the local health authority for home quarantine if the following criteria can be met:

(1) Secure facilities must be available at the home of the animal's owner, and must be approved by the local health authority.

(2) The animal was currently vaccinated against rabies at the time of the incident.

(3) The local health authority or a licensed veterinarian must observe the animal at least on the first and last days of the quarantine period. If the animal becomes ill during the observation period, the local health authority must be notified by the person having possession of the animal. At the end of the observation period, the release from quarantine must be accomplished in writing.

(4) The animal was not running at large at the time of the bite.

(b) If the animal cannot be maintained in a secured quarantine it shall be humanly destroyed and the brain submitted to a Texas Department of Health certified laboratory for rabies diagnosis.

(c) It shall be unlawful for any person to interrupt the ten-day observation period.

(d) No wild animal will be placed in quarantine. All wild animals involved in biting incidents will be humanely euthanized in such manner that the brain in not mutilated. The brain shall be submitted to a Texas Department of Health certified laboratory for rabies diagnosis.

(e) The owner of an animal that is quarantined under this article shall pay to the local health authority the reasonable costs of the quarantine, care, treatment and disposition of the animal, and the local health authority may sell and retain proceeds to keep, grant or destroy the animal that the owner or custodian does not take possession of on or before the third day following the final day of quarantine.

Sec. 4-16. Reserved.

Sec. 4-17. Animal Nuisance.

The following are deemed public nuisances and are hereby declared to be unlawful:

(a) The keeping of any animal which causes loud and unusual or frequent barking, howling or other noise that disturbs the peace and quiet of any person of ordinary sensibility.

(b) Any dog or cat that is impounded two (2) or more times in a calendar year may be declared a nuisance.

(c) The keeping of any animal in such a manner as to endanger the public health; to annoy neighbors by the accumulation of animal wastes which cause foul and offensive odors, or is considered to be a hazard to any other animal or human being.

(d) The keeping of bees in such a manner as to deny the lawful use of adjacent property or endanger personal health and welfare or the keeping of any animal in such a manner to deny the lawful use of adjacent property, public property, or to endanger personal health and welfare.

(e) Any animal pens, stables or enclosures and property not kept free from carrion or any putrescible material.

(f) It shall be unlawful and an offense for any person controlling to permit, either willfully or through failure to exercise due care or control, any dog or animal to defecate upon any private property other than the premises of the owner, handler or controller of such animal. It shall also be unlawful and an offense for any person to fail to promptly remove and dispose of, in a sanitary manner, feces left by a dog or cat or other animal being handled or

controlled by that person upon any property other than the premises of the owner, handler or controller of such animal.

(g) Any house, building, business, lot, yard, pen, enclosure or ground in which an animal is kept that is unsanitary or offensive to a person of ordinary sensibility residing in the vicinity thereof, or to the public at large.

With the exception of subsections (a) and (e) above, the local health authority shall make such determination of public nuisance and shall give notice to the owner to abate such condition. In the event such condition is not abated within fifteen days (15) of such notice, each day thereafter a nuisance is not abated shall constitute a separate violation. A certified letter, return receipt requested, to the owner shown on the city tax rolls at the address of such nuisance, shall constitute proper notice.

Sec. 4-18. Seizure of an animal which caused death of or serious bodily injury.

(a) A justice court, county court, or municipal court shall order the local health authority to seize an animal and shall issue a warrant authorizing the seizure:

(1) On the sworn complaint of any person, including the county attorney, the city attorney, or a peace officer, that the animal has caused the death of or serious bodily injury to a person by attacking, biting, or mauling the person; and

(2) On a showing of probable cause to believe that the animal caused the death of or serious bodily injury to the person as stated in the complaint.

(b) The local health authority shall seize the animal or order its seizure and shall provide for the impoundment of the animal in secure and humane conditions until the court orders the disposition of the animal.

(c) *Hearing*.

(1) The court shall set a time for a hearing to determine whether the animal caused the death of or serious bodily injury to a person by attacking, biting, or mauling the person. The hearing must be held not later than the tenth day after the date on which the warrant is issued.

(2) The court shall give written notice of the time and place of the hearing to:

a. The owner of the animal or the person from whom the animal was seized; and

b. The person who made the complaint.

(3) Any interested party, including the county attorney or city attorney, is entitled to present evidence at the hearing.

(4) The court shall order the animal destroyed if the court finds that the animal caused the death of a person by attacking, biting, or mauling the person. If that finding is not made, the court shall order the animal released to:

a. Its owner;

b. The person from whom the animal was seized; or

c. Any other person authorized to take possession of the animal.

(5) The court may order the animal destroyed if the court finds that the animal caused serious bodily injury to a person by attacking, biting, or mauling the person. If that finding is not made, the court shall order the animal released to:

a. Its owner;

b. The person from whom the animal was seized; or

c. Any other person authorized to take possession of the animal.

(6) The court may not order the animal destroyed if the court finds that the animal caused the serious bodily injury to a person by attacking, biting, or mauling the person and:

a. The animal was being used for the protection of a person or person's property, the attack, bite, or mauling occurred in an enclosure in which the animal was being kept, and:

1. The enclosure was reasonably certain to prevent the animal from leaving the enclosure on its own and provided notice of the presence of an animal; and

2. The injured person was at least eight years of age, and was trespassing in the enclosure when the attack, bite, or mauling occurred;

b. The animal was not being used for the protection of a person or person's property, the attack, bite, or mauling occurred in

an enclosure in which the animal was being kept, and the injured person was at least eight years of age and was trespassing in the enclosure when the attack, bite, or mauling occurred;

c. The attack, bite, or mauling occurred during an arrest or other action of a peace officer while the peace officer was using the animal for law enforcement purposes;

d. The animal was defending a person from an assault or person's property from damage or theft by the injured person; or

e. The injured person was younger than eight years of age, the attack, bite, or mauling occurred in an enclosure in which the animal was being kept, and the enclosure was reasonably certain to keep a person younger than eight years of age from entering.

(d) *Destruction of animal*. The destruction of an animal under this subchapter must be performed by:

(1) A licensed veterinarian;

(2) Personnel of a recognized animal shelter or humane society who are trained in the humane destruction of animals; or

(3) Personnel of a governmental agency responsible for animal control who are trained in the humane destruction of animals.

(e) *Provocation or location of attack irrelevant*. Except as provided by subsection (c)(6), this subsection applies to any animal that causes a person's death or serious bodily injury by attacking, biting, or mauling the person, regardless of whether the animal was provoked and regardless of where the incident resulting in the person's death or serious bodily injury occurred.

(Ord. No. 2036, § 1, 9-18-07)

Editor's note(s)—Ord. No. 2036, § 1, adopted Sept. 18, 2007 amended § 4-18 which pertained to vicious animals and derived from Ord. No. 1840, § 1, adopted June 17, 2003.

Sec. 4-18a. Vicious Animals.

(a) *Reporting of incident to municipal court.*

(1) A person may report an incident described by section 4-10, "Vicious animal", to the city municipal court. The owner of the dog shall deliver the dog to a representative of the local health authority not later than the fifth (5) day after the date on which the owner receives notice that the report has been filed. The local health authority may provide for the impoundment of the dog in secure and humane conditions until the court orders the disposition of the dog.

(2) If the owner fails to deliver the dog as required by subsection (b) [(c)(1)], the court shall order the local health authority to seize the dog and shall issue a warrant authorizing the seizure. The local health authority shall seize the dog or order its seizure and shall provide for the impoundment of the dog in secure and humane conditions until the court orders the disposition of the dog. The owner shall pay any cost incurred in seizing the dog.

(3) The court shall determine, after notice and hearing as provided in section 4-18(c), whether the dog is a vicious animal.

(4) The court, after determining that the dog is a vicious animal, may order the local health authority to continue to impound the vicious animal in secure and humane conditions until the court orders disposition of the dog under subsection (a) and the dog is returned to the owner or destroyed.

(5) The owner shall pay a cost or fee assessed under subsection (c)(4).

(b.) *Determination that animal is vicious.*

(1) If a person reports an incident described by this article, the local health authority may investigate the incident. If, after receiving the sworn statements of any witnesses, the local health authority determines the animal is a vicious animal, it shall notify the owner of that fact.

(2) An owner, not later than the 15th day after the date the owner is notified that an animal owned by the owner is a vicious animal, may appeal the determination of the local health authority to a justice, county, or municipal court of competent jurisdiction.

(3) To file an appeal under Subsection (2), the owner must:

a. file a notice of appeal of the local health authority's vicious animal determination with the court;

b. attach a copy of the determination from the local health authority; and

c. service a copy of the notice of appeal on the local health authority by mailing the notice through the United States Postal Service.

(c.) *Requirements for owner of vicious animal.*

(1) Not later than the 30th day after a person learns that the person is the owner of a vicious animal, the person shall:

a. Register the vicious animal with the local health authority for the city in which the animal is kept;

b. Restrain the vicious animal at all times on a leash in the immediate control of a person or in a secure enclosure;

c. Obtain liability insurance coverage or show financial responsibility in an amount of at least $100,000.00 to cover damages resulting from an attack by the vicious animal causing bodily injury to a person and provide proof of the required liability insurance coverage or financial responsibility to include the name, address, and phone number of the insurance company, to the local health authority for the area in which the dog is kept; and

d. Comply with the following regulations:

1. That the animal shall be kept in a locked and secured enclosure; and

2. That the owner post a conspicuous notice that a vicious animal is located on the premises.

(2) The owner of a vicious animal who does not comply with subsection (a) shall deliver the animal to the animal control authority not later than the 30th day after the owner learns that the animal is vicious.

(3) If, on application of any person, a justice court, county court, or municipal court finds, after notice and hearing as provided by Section 4-18(c), that the owner of a vicious animal has failed to comply with subsection (1) or (2), the court shall order the animal control authority to seize the animal and

shall issue a warrant authorizing the seizure. The authority shall seize the animal or order its seizure and shall provide for the impoundment of the animal in secure and humane conditions.

(4) The owner shall pay any cost or fee assessed by the municipality or county related to the seizure, acceptance, impoundment, or destruction of the animal. The governing body of the municipality may prescribe by resolution the amount of the fees.

(5) The court shall order the animal control authority to humanely destroy the animal if the owner has not complied with subsection (1) before the 11th day after the date on which the animal is seized or delivered to the authority. The court shall order the authority to return the animal to the owner if the owner complies with subsection (1) before the 11th day after the date on which the animal is seized or delivered to the authority.

(6) The court may order the humane destruction of a dog if the owner of the animal has not been located before the 15th day after the seizure and impoundment of the animal.

(7) For purposes of this section, a person learns that the person is the owner of a vicious animal when:

a. The owner knows of an attack described in this article;

b. The owner receives notice that a justice court, county court, or municipal court has found that the animal is a vicious animal under section 4-18a; or

c. The owner is informed by the animal control authority that the animal is a vicious animal under this article.

Sec. 4-18b. Transferring ownership of a registered vicious animal.

(a) Prior to relocating, transferring ownership, offering to transfer ownership, or otherwise moving or offering to move in any way a registered vicious animal, either inside or outside the city limits, the owner shall notify the local health authority in writing of his intention. If ownership is to be transferred, the notification shall include the name and address of the proposed new owner of the animal.

(b) If ownership of the animal is being transferred to a person who resides within the city limits of Duncanville, the new owner will be required to provide proof to the local health authority of complying with all provisions of this chapter before the animal can be moved from the previous owner's custody.

(c) If the animal is being moved outside the city limits, the owner must provide, in writing to the local health authority, proof that the new owner has alerted the agency responsible for animal services in that area.

(d) A person commits an offense if he fails to comply with the requirements of this article.

Sec. 4-18c. Violations of conditions by the owner of a registered vicious animal.

In the event that any owner of a registered vicious animal violates any provision of this chapter, court order, or lawful order of the local health authority, the animal may be immediately seized and impounded by a **representative of local health authority.**

The registered vicious animal shall be seized immediately if the animal bites, injures, or attacks a human being or another animal.

If the seizure or impoundment of a vicious animal for violating any provision of this chapter cannot be made with safety, and the vicious animal is putting people or other animals at risk of being attacked, the animal may be destroyed without prior notice to the owner.

It is an exception to the seizure of the animal under this section if the person attacked or injured was at the time committing a willful trespass, crime, or other tort upon the premises occupied by the owner of the animal.

It is an exception to seizure of the animal under this section if the animal which was injured was inside the secure enclosure area maintained by the owner of the registered vicious animal.

Sec. 4-19. Prohibited animals.

(a) It shall be unlawful for any person to keep or harbor any wild animal within the city. It shall be unlawful for any person to keep or harbor a wild animal within the city, except as authorized below.

(b) A permit for the keeping or harboring of wild animals may be obtained from a duly appointed representative of the local health authority for the following exceptions:

(1) Animals being kept in a public zoo.

(2) Wild animals being kept for the purpose of scientific research or public or private primary or secondary schools.

(3) Wild animals performing in an animal exhibition, rodeo, or circus, of which the animal is an integral part, if the animal is restrained from inflicting injury upon persons, property, or other animals and adequate provisions are made for the care and protection of the animal.

(4) Wild animal being kept as a pet provided the animal is not generally considered by the representative of the local health authority to be dangerous or predatory and does not pose a threat to the general public or emergency service personnel.

(c) *Permit.* A permit, as authorized in this section, shall be issued by the local health authority.

(d) *Fee for permit.* The fee for a permit as authorized herein shall be as determined by resolution of the city council, and the permit shall be valid for a designated period of time as established by the local health authority. Prior to the renewal of any permit, the local health authority or his designee shall review such application and make a decision regarding the approval thereof. In the event the application for a permit is denied by the local health authority, an appeal may be taken as provided in this article by the applicant.

(e) It will be unlawful for a permitted wild animal to run at large.

(f) Subsections (a) through (d) inclusive of section 4-19 shall not apply to a person, firm or corporation engaged in the commercial business of selling wild animals, as defined by the subsections of 4-19.

(1) A person who sells in the city a wild animal as defined in this chapter shall:

a. Obtain a wild animal permit for each species being sold (not each individual animal) through the local health authority. If the permit is denied, the seller may appeal to the Board of Adjustment as provided herein.

b. Receive all wild animal permits before animals can be kept on premises of the seller.

c. Notify the purchaser in writing that it is necessary to obtain a wild animal permit from the city in order to keep such wild animal within the limits of the city.

d. Permit. A permit, as authorized in this section, shall be issued by the local health authority or designee.

e. Fee for permit. The fee for a permit as authorized herein shall be determined by resolution of the city council, and the permit shall be valid for a designated period of time as established by the local health authority, but shall not be valid for more than one year. Prior to the renewal of any permit, the local health authority shall review such application and make a decision regarding the approval thereof. If the renewal of the permit is denied by the local health authority, an appeal may be taken as provided in this article by the applicant.

(g) Obtain and maintain liability insurance coverage or showing financial responsibility in an amount of at least one hundred thousand dollars ($100,000.00) to cover damages resulting from an attack by the wild animal causing bodily injury, serious bodily injury or death to a person or another animal. A certificate of insurance or other evidence of meeting the above requirements shall be kept on file by the local health authority.

Sec. 4-20. Fowl.

No person shall keep or maintain any domestic fowl except in accordance with this article.

Sec. 4-20a. Keeping of backyard chickens.

(a) An individual property owner with one (1) legal dwelling unit, not including dwelling units that are backyard cottages or accessory dwelling units, may keep backyard chicken hens subject to the following requirements and all other applicable provisions of this chapter. The keeping of roosters or any other fowl is prohibited; only chicken hens shall be permitted; and all references herein this section to poultry or chickens shall mean chicken hens only.

Number of Hens	Minimum Acreage	Distance From Adjacent Residential Dwellings	Distance from Property Line
Up to 6	¼	50ft.	10ft.
Up to 10	½	70ft.	15ft.
Up to 20	1	80ft.	20ft.
21 or more	2	90ft.	25ft.

(b). A person desiring to keep poultry pursuant to this section must first apply for a backyard hen permit from the local health authority. In addition to paying a non-

refundable application fee in an amount established from time to time by resolution of the city council at the time of filing, the applicant shall also:

(1) Submit a complete permit application on a form provided by the Police Department;

(2) Provide floorplans and side elevations for the proposed animal housing enclosure or if a commercially available coop is acquired, the manufacturer, model, and size of the coop;

(3) Provide a site drawing showing the proposed location for the animal housing enclosure that includes all property lines, building lines, setbacks, and other structures located on the property;

(4) Provide written, notarized authorization from the property owner allowing backyard hens if the applicant is a person other than the owner of the property on which the backyard hen(s) will be kept; and

(5) Provide one-time proof of completion of an educational course approved by the department on backyard hen care and sanitation. Please check our website for this information (Pets & Animals).

(c) Prior to the issuance of a backyard hen permit, a site inspection shall be conducted to verify compliance with the requirements of this section. Applicants who provide proof of having a current backyard hen permit, who have not obtained additional animals since their last inspection and have had no verified complaints and/or enforcement actions for violating this chapter during the preceding twelve (12) months, may be issued a permit without inspection. The department may require an inspection during reasonable hours at the department's discretion regardless of the applicant's history.

(d) All backyard hen permits issued under this section shall be valid for one (1) year from the date of issuance. No more than one (1) backyard hen permit may be issued for any individual property, tract or residential lot. The permit is nontransferable and shall be valid only for the applicant and location for which it was originally issued. In the event the permit holder no longer resides at the property for which the permit was issued or ceases to harbor or keep backyard hens on the property, the permit terminates without refund.

(e) A person commits an offense if he fails to comply with any of the following restrictions:

(1) Backyard hen(s) shall be kept within a secure animal housing enclosure that is constructed and maintained in compliance with all requirements of this chapter, all requirements for accessory buildings, whether or not such permit is required, and be located

behind a fence that is at least six (6) feet in height. Backyard hens shall be kept at all times within the secure animal housing enclosure except:

a. When being removed to be transported to, or returned from, a location off of the property;

b. During daylight hours when they are under the direct supervision of an adult, backyard hens may roam in a yard provided that it is enclosed by a perimeter fence not less than six (6) feet in height; or

c. When being temporarily confined in a garage or indoor space during periods of extreme cold or brooding.

(2) Coops must provide no less than four (4) square feet of area per backyard hen and the exercise yard must provide no less than eight (8) square feet of area per backyard hen.

(3) Coops shall have a minimum of ten (10) inches of roosting space for each backyard hen kept;

(4) There shall be at least one (1) nesting box for every four (4) hens kept;

(5) Hay, grain, feed, and all other food sources must be stored in secure containers that are not accessible to rats, flies, mosquitos, or other rodents and insects;

(6) Manure and soiled bedding material must be immediately disposed of, properly composted, or stored in secure containers that are not accessible to rats, flies, mosquitos, or other rodents and insects at least once every 48 hours;

(7) Food scraps, kitchen scraps, or other perishable food items cannot be fed on the ground or in any container other than an impervious container or on an impervious platform;

(8) Any backyard hen byproducts, including but not limited to eggs, meat, or manure, may not be sold or offered to be sold under the direction of, or with the consent of, a backyard hen permit holder except for the sale of backyard hen byproducts in accordance with all applicable federal, state, and local regulations; and

(9) All backyard hens must have their wings properly clipped and maintained so as to prevent them from flying over the fence.

(f) A person commits an offense if the person is a holder of a backyard hen permit and he refuses, upon request by a representative of the local health authority during reasonable hours, to make his animals, premises, facilities, equipment, and any necessary registrations or permits, available for inspection.

(g) A person commits an offense if the person is a holder of a backyard hen permit, and he refuses to show his permit upon request by a representative of the local health authority.

(h) A person commits an offense if he harbors backyard hens without first obtaining a valid backyard hen permit.

(i) This section shall not supersede, replace, or have control over any recorded deed restrictions, covenants, homeowner association rules, or other applicable restrictions that prohibit the keeping of fowl or backyard hens on such property.

(j) Backyard hens or eggs shall not be sold from the property.

Sec. 4-21. Livestock.

(a) It shall be unlawful for any person to keep on any premises under his control within the city limits, any livestock in such a manner that the same shall be located closer than 75 feet distance from any person's property, other than his own.

(1) Upon initial application or renewal, the owner is required to schedule an inspection of the property with the animal services department within 30 days.

(2) If upon completion of the inspection, the premises are found to be in violation of one or more provisions of applicable city codes and ordinances, the city shall provide written notice of such violation and shall set a re-inspection date for violation to be corrected.

(3) Upon receiving the application, the local health authority shall send a notice to all property owners within 75 feet of the applicant’s property. This notice will provide the person with contact information to provide approval or objection to the permit. The adjacent property owners shall have ten business days to respond. If no response is received, that will be deemed consent.

(4) In the event the local health authority denies such permit, an appeal may be taken as provided in this article by the applicant regarding the decision of the local health authority.

(b) It shall be unlawful for any person to keep any livestock in an area wherein there is less than 5,000 square feet for each animal so kept.

(c) The provisions of subsections (a) and (b) shall not apply to any property adjacent to property or acreage not subdivided or platted.

(d) No livestock impounded by virtue of this section shall be released to the owner until all costs and fees prescribed by this section have been paid and until the person applying for the release of such livestock signs an affidavit that he is the owner of the livestock and entitled to possession thereof.

(e) Any livestock found running at large shall be impounded by the local health authority.

(f) Any livestock found running at large that cannot be captured, or after being impounded by the local health authority, may be released to the Sheriff of Dallas County at any time.

(g) Anytime during the permitted year, the local health authority receives three (3) or more complaints that results in a violation of this chapter may cause a permit to be revoked.

Sec. 4-22. Limitation of number of cats and dogs.

(a) *Limitation on cats:*

(1) Definitions: For the purposes of this subsection, the following words shall have the meaning expressed below:

a. *Adult cat* shall mean any cat which is more than six months of age.

b. *Kept within the city* shall mean the harboring, possessing or owning of cats in any residential district within the city.

c. *Litter* shall mean one or more kittens under six months of age.

(2) It shall be unlawful for any person to keep within the city, in any residential district, more than four adult cats on a residential lot of 10,000 square feet or less, provided however, such person may keep an additional adult cat for each additional 5,000 square feet of lot area. Each residence owner or occupant shall be permitted to keep one litter only.

(3) Notwithstanding the provisions of subsection (a)(2) above, any person who desires to keep more than four adult cats and one litter at the same time shall apply to the local health authority for a special permit to keep the same. The applicant shall provide the local health authority with satisfactory proof from the owners of all property within 25 feet of the applicant's property

that there is no objection to issuance of the permit, and shall pay to the city a fee as may be determined by the local health authority for such permit. The permit shall expire one year from the date of its issuance. Prior to the renewal of any permit, the local health authority shall review such application and make a decision regarding the approval thereof. Should any complaint be received by the local health authority during the preceding permit period, signatures will be required from the surrounding property owners as required for the initial permit. In the event the local health authority denies or grants such permit, an appeal may be taken as provided in this article by any person aggrieved by the decision of the local health authority.

(b) *Limitation on dogs:*

(1) Definitions: For the purposes of this subsection, the following words shall have the meaning expressed below:

Adult dog shall mean any dog which is more than six months of age.

Kept within the city shall mean the harboring, possessing or owning of dogs in any residential district within the city.

Litter shall mean one or more puppies under six months of age.

(2) It shall be unlawful for any person to keep within the city, in any residential district, more than four adult dogs on a residential lot of 10,000 square feet or less, provided, however, such person may keep one additional adult dog for each additional 20,000 square feet of lot area. Each residence owner or occupant shall be permitted to keep one litter only.

(3) Notwithstanding the provisions of subsection (b)(2) above, any person who desires to keep additional dogs in a residential area, shall apply to the local health authority for a special permit to keep the same. The applicant shall provide the local health authority with satisfactory proof from the owner of property within 25 feet of the applicant's property that there is no objection to the issuance of the permit, and shall pay the city a fee as determined by the local health authority for such permit. The permit shall expire one year from the date of its issuance. Prior to the renewal of any permit, the local health authority shall review such application and make a decision regarding the approval thereof. Should any complaint be received by the local health authority during the preceding permit period, signatures will be required from the surrounding property owners as required for the initial permit. In the event the local health authority denies or grants such permit, an appeal may be taken as provided in this article by any person aggrieved by the decision of the local health authority.

Sec. 4-23. Impoundment.

(a) The following animals map be impounded:

(1) Cats and dogs not exhibiting evidence of vaccination.

(2) Any animal infected or kept under conditions which could endanger the public or animal health.

(3) Any animal that creates a nuisance as defined in section 4-17.

(4) Any animal running at large.

(5) Any animal treated in a manner determined to be prohibited by Section 42.10 of the Texas Penal Code.

(6) Any animal that has bitten a human being or requires observation for rabies determination, as determined by the local health authority.

(7) Any animal violating any provision of this chapter.

(b) If any animal is found upon the premises of any person, that person shall have the right to confine such animal in a humane manner until the local health authority can impound such animal. When so notified, it shall be the duty of the local health authority to have such animal impounded as herein provided.

(c) Reasonable effort shall be made by a local health authority to contact the owner of any impounded animal which is wearing a current vaccination tag; however, final responsibility for location of an impounded animal is that of the owner.

(d) The owner can regain possession of an impounded animal upon payment of impoundment fees, handling fees and any veterinarian bills incurred by the local health authority for the welfare of the animal, and upon compliance with the vaccination provisions of this Code, except where prohibited in (e) and (f) below.

(e) Disposition of animals impounded on the grounds of cruel and inhumane treatment shall be determined by the court of jurisdiction.

(f) If any animal is being held under quarantine, the owner shall not be entitled to possession until release from quarantine.

(g) The city manager shall select and establish a place for impounding all animals impounded under any provision of this article.

(h) Any animal, except vicious or wild animals, not reclaimed by the owner may be humanely euthanized after being impounded for 72 hours, except that any animal

wearing a current vaccination tag shall be impounded for six days prior to its destruction.

(i) Any impounded vicious or wild animal, unless there is reason to believe that it has an owner, may be immediately disposed of as may be deemed appropriate by the local health authority.

(j) Any nursing baby animal impounded without the mother, or where the mother cannot or refuses to provide nutritious milk, may be immediately euthanized to prevent further suffering.

(k) Any owner who no longer wishes responsibility for an animal, other than an ill or injured animal, may sign a written waiver supplied by the local health authority allowing the animal to be immediately euthanized in a humane manner, provided that no dog or cat that has bitten a human being shall be euthanized before the expiration of the ten-day quarantine period. Ill or injured animals shall be the responsibility of the owner.

(l) Any impounded animal that appears to be suffering from injury or illness may be euthanized or given to a nonprofit humane organization for the purpose of veterinarian medical care, as determined by the local health authority.

Sec. 4-24. Adoption.

Any individual may adopt an animal (dogs and cats only) from the Tri-Cities Animal Shelter under the following conditions:

(a) The animal has been classified as adoptable by the Tri-Cities Animal Shelter.
(b) The prospective adopter has proper facilities to care for the animal.

(c) The prospective adopter ensures all necessary vaccinations are provided.

(d) The prospective adopter shall have any dog or cat spayed or neutered within 30 days after adoption or the local health authority shall have the right of immediate return of the animal to the animal shelter; provided the local health authority shall allow additional time in the case of dogs or cats less than six months of age.

(e) All animals that are adopted or redeemed from the Tri-City Animal Shelter, that are not currently microchipped, must be implanted with a microchip and register with the microchip provider prior to leaving the shelter.

Sec. 4-25. Purchase.

(a) The purchaser of any dog or cat from the Tri-Cities Animal Shelter, other shelter, store, breeder, or the bringing of any dog or cat into the City, must have it vaccinated within seven (7) days after purchase or the local health authority shall

have the right of immediate return of the animal to the animal shelter; provided, the local health authority shall allow additional time in the case of a dog or cat less than six months of age.

(b) Tri-Cities Animal Shelter personnel or a representative of the local health authority may refuse to allow the purchase of a cat or dog by a person whom he has reason to believe:

(1) Would not be able to obtain a vaccination certificate.

(2) Would not have proper facilities to contain or care for the animal, as required by the Code.

(3) Wants the dog or cat for the purpose of resale or for purposes other than pet ownership.

(4) There are reasonable grounds to believe the animal would be subjected to abandonment or cruelty.

Sec 4-26. WILD ANIMAL PERMITTING.

(a) The hearing before the local health authority or designee to determine if an animal is a wild animal shall be conducted within twenty (20) business days after receipt of the sworn complaint, impoundment, or seizure of the animal, whichever occurs later.

(b) Notice of the hearing before the local health authority or designee shall be provided by the local health authority or his designee to the owner of the animal and all complainants who provided a sworn complaint by certified mail, return receipt requested or by personal service. At the hearing before the animal services director or designee, any interested party, including the city attorney or his or her designee, shall be given opportunity to present evidence on the issue of whether the animal is dangerous.

(c) Upon conclusion of a hearing to determine if an animal is a wild animal, the local health authority or designee may find that the animal is not wild and order that it be promptly returned to its owner's custody after all impound and board fees have been paid. The local health authority or designee shall have the authority to refund, reduce, or waive any fees incurred to the owner.

(d) If the local health authority or designee makes a finding that the animal meets the definition of a wild animal as described in section 4-1 of this chapter and that the destruction, removal, or registration of the animal is necessary to preserve the public health, safety, or welfare, then the local health authority or designee shall order one (1) of the following:

1) Euthanasia of the wild animal:

   a. shall be ordered if the local health authority or designee makes a finding that the animal caused the death of a person;

   b. may be ordered if the local health authority or designee makes a finding that the animal caused serious bodily injury or bodily injury to a person;

   c. may be ordered if the local health authority or designee makes a finding that the animal was outside its enclosure or yard and caused serious bodily injury or death to another animal;

   d. may be ordered if the local health authority or designee makes a finding that the animal was outside its enclosure or yard and caused bodily injury to another animal and has made at least one (1) unprovoked attack against an animal or person on a previous occasion;

   e. may be ordered if the owner of the animal requests euthanasia of the animal.

2) Removal of the wild animal from within the city limits.

   a. Prior to the release of the animal from quarantine, the owner shall make the animal available to the animal services facility for scanning of the microchip implanted in the animal and provide to the local health authority or designee, in writing, all of the following:

      1. The destination address of where the animal is to reside and the name of the person who will have care, custody, or control of the animal at the destination address;

      2. Proof that the owner has alerted the agency responsible for animal services in that area; and

      3. Proof that a microchip has been implanted into the animal.

   b. A person commits an offense if he removes the animal from the city under this section and fails to:

      1. Implant a microchip in the animal; or

      2. Provide proof of the implanting of the microchip; or

3. Make the animal available for scanning.

c. A person commits an offense if he removes the animal from a state-approved quarantine facility prior to complying with the notice requirements in this article.

d. A person commits an offense if he allows an animal that has been determined to be a wild animal and ordered to be removed from the city limits to return to the city limits.

3) Return to the owner as a registered wild animal after the owner demonstrates compliance with this chapter and the following requirements. The owner shall maintain compliance with all of the following requirements for the remainder of the wild animal's life while the wild animal is located or resides in the city:

a. Obtain and maintain liability insurance coverage or showing financial responsibility in an amount of at least one hundred and fifty thousand dollars ($100,000.00) to cover damages resulting from an attack by the wild animal causing bodily injury, serious bodily injury or death to a person or another animal. A certificate of insurance or other evidence of meeting the above requirements shall be kept on file at the Tri-Cities animal facility;

b. Registering the wild animal with the City of Duncanville by providing the name and address of the owner; the breed, age, sex, color and any other identifying marks of the animal; the address where the animal is to be kept; and at least two (2) color photographs that clearly identify the wild animal taken not earlier than the 30th day before the date the application was filed;

c. Provide proof of animal sterilization;

d. A photograph and a statement of the dimensions of the secure enclosure in which each animal is to be kept and a scale diagram of the premises where each animal will be kept, including the location of any perimeter fencing and any residence on the premise;

e. Post and maintain signs giving notice of a wild animal in the area or on the premises in which the animal is confined. The signs shall be conspicuously posted at both the front and rear property entrances and shall bear letters not less than two (2) inches high, stating "WILD ANIMAL ON PREMISES";

f. Provide and maintain on the animal a fluorescent yellow collar visible at fifty (50) feet in normal daylight with an attached tag provided by the department to the collar that is worn at all times so that the animal can be easily identified;

g. Implant and maintain a microchip into the animal and register it for life with the department and a recognized national registry;

h. Provide written notice of the animal's designation as vicious to the owner or landlord of the property where the animal will be kept; and

i. Pay the appropriate wild animal annual permit fee.

j. Statement signed by a veterinarian licensed to practice in this state stating that the veterinarian:

1. Inspected each animal being registered not earlier than the 30th day before the date of the filing of the renewal application; and

2. Finds that the care and treatment of each animal by the owner meets or exceed the standards prescribed under this chapter.

(e) The owner shall have thirty (30) days from the determination by the local health authority or designee that the animal is wild to comply with all of the required conditions as set forth by this chapter and the order of the local health authority or designee, unless the determination is appealed pursuant to V.T.C.A. Health and Safety Code, § 822.0421, as amended. If the owner fails to provide proof of compliance with all of the requirements in the order, and the order is not appealed pursuant to V.T.C.A. Health and Safety Code, § 822.0421 as amended, the wild animal may be euthanized on the thirty-first (31st) day following the order of the local health authority or designee.

(f) A person commits an offense if he allows an animal that has been determined to be a wild animal to be kept or remain in any duplex or in any multi-family, residentially zoned property.

(g) A person commits an offense if he allows an animal that has been determined to be a wild animal to be kept or remain on a porch, patio, or in any part of a house or structure that would allow the animal to exit of its own volition.

(h) A person commits an offense if he allows an animal that has been determined to be a wild animal to be kept in a house or structure when any window is open or when any screen window or screen door is the only obstacle preventing the animal from exiting the structure.

(i) A person commits an offense if he allows an animal that has been determined to be a wild animal to be outside of the owner's residence or its secure enclosure unless the animal is under continuous direct physical control by a person of competent mental and physical ability to restrain the animal under all circumstances.

(j) A person commits an offense if he allows an animal that has been determined to be a wild animal tethered to an inanimate object, including, but not limited to a tree, post, or building, for any length of time.

(k) A person commits an offense if he allows an animal that has been determined to be a wild animal to be outside its secure enclosure without being securely fitted with a muzzle that will prevent the animal from biting other animals or human beings without causing injury to the animal or interfering with its vision or respiration.

(l) A person commits an offense if he is the owner of a permitted wild animal and refuses, upon request by the department, to make his animal, premises, facilities, equipment, and any necessary permits available for inspection at any reasonable time.

(m) A person commits an offense if he is the owner of a wild animal, and he fails to maintain the requirements in this article for the remainder of the animal's life.

(n) No domestic animal may be found to be a wild animal if the local health authority or designee finds sufficient evidence that:

1) The threat, injury, or damage was sustained by a person who at the time was committing or attempting to commit a willful trespass or other tort upon the premises occupied by the owner of the animal;

2) The person was teasing, tormenting, abusing, or assaulting the animal or has in the past been observed to have teased, tormented, abused, or assaulted the animal;

3) The person attacked was committing or attempting to commit a crime;

4) The animal attacked was at large at the time of the incident unless the attacking animal was also at large at the time of the incident and:

a. The attacking animal has committed an unprovoked attack on another person or animal on at least one (1) previous occasion; or

b. The animal attacked died as a result of the injuries it sustained during the attack.

5) The animal attacked or killed at the time of the incident was teasing, tormenting, abusing, or attacking the alleged dangerous animal or if the animal attacked was not a domestic animal;

6) The animal was protecting or defending a person within the immediate vicinity of the animal from an unjustified attack or assault;

7) The animal was injured and responding to pain;

8) The complaint filed against it is based solely on the animal's breed, size, or physical appearance; or

9) The attack, bite, or mauling occurred while the dog was being used by a peace officer for law enforcement purposes.

(o) If the local health authority or designee finds probable cause to believe that an animal was at-large and involved in an incident that led to the filing of a wild animal complaint, and if the animal is not already identifiable by microchip, the owner shall pay a fee to have a microchip implanted into the animal regardless of whether it is deemed a dangerous animal or not.

(p) A person commits an offense if the person fails or refuses to provide proof of complying with the local health authority's or designee's order to implant and register a microchip as required in subsection (o).

Sec. 4-27. Appeal process.

In the event an application for a permit for a wild animal, or the renewal of a permit for a wild animal, is denied, the applicant has 15 days upon a denial to file an appeal with the municipal court. Either party may appeal the decision of the municipal court to a county court. The filing of the appeal of the denial or revocation of a certificate of registration under this section stay the denial or revocation until the court rules on the appeal.

In the event any other animal permit, or the renewal of a permit, is denied, the applicant has 15 days upon a denial to file an appeal with the municipal court.

The decision of the local health authority will be considered by the Board of Adjustment. If the Board of Adjustment upholds the denial, the applicant may re-apply for the permit one year after the date of denial.

Sec. 4-28. Fees.

The city council shall by resolution establish impoundment, boarding, rabies observation, microchipping, surrender and handling fees as provided in this chapter.

SECS. 4-29 through 4-100 Reserved for future use"

SECTION 2. If any section, article paragraph, sentence, clause, phrase or word in this ordinance, or application thereto any persons or circumstances is held invalid or unconstitutional by a Court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this ordinance; and the City Council hereby declares it

would have passed such remaining portions of this Ordinance despite such invalidity, which remaining portions shall remain in full force and effect.

SECTION 3. That all provisions of the Ordinances of the City of Duncanville, Texas, in conflict with the provisions of this ordinance be, and the same are hereby amended, repealed, and all other provisions of the Ordinances of the City not in conflict with the provisions of this ordinance shall remain in full force and effect.

SECTION 4. Any person, firm, or corporation violating any of the provisions of this ordinance shall be deemed guilty of a misdemeanor and, upon conviction in the municipal court of the City of Duncanville, Texas, shall be punished by a fine not to exceed the sum of Five Hundred Dollars ($500.00) for each offense. Every day a violation occurs shall constitute a separate offense.

SECTION 5. This Ordinance shall become effective from and after its date of passage in accordance with law.

DULY PASSED AND ADOPTED by the City Council of the City of Duncanville, Texas, on the

day of _____, 2024.

APPROVED

_____
Greg Contreras, Mayor

ATTEST:

_____
Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

_____
Robert E. Hager, City Attorney

STAFF REPORT

MEETING: City Council - 03 Dec 2024

TITLE:
Receive the Parks and Recreation Department Quarterly Report

Vision Statement:

"Duncanville, a City of Champions, is a safe, vibrant, diverse community committed to excellence in education, business, and good governance."

Pillar:

- **Re-Imagine: High Quality of Life**
  - **Develop, maintain, and encourage safe, attractive, viable family-oriented neighborhoods that embrace diversity and pride, promoting economic vitality.**

STAFF RESPONSIBLE:
Bart Stevenson, Director of Parks and Recreation

BACKGROUND/HISTORY:
Receive the Parks and Recreation Department Quarterly Report

POLICY EXPLANATION:
Receive the Parks and Recreation Department Quarterly Report

FUNDING SOURCE:

ORG and Object Number
N/A

Available Budget	Purchase Amount	After Encumber
$0.00	$0.00	$0.00

ACTION ALTERNATIVES:
N/A

ATTACHMENTS:
2024-12-03 - Parks and Recreation Quarterly Report

City of Duncanville

PARKS AND RECREATION QUARTERLY REPORT

CITY COUNCIL MEETING

DECEMBER 3, 2024

BART STEVENSON, DIRECTOR OF PARKS AND RECREATION

We are building a vibrant, inclusive community, driven by a commitment to democratic principles and service above self

Highlights

- Parks Staff Participated in the TRAPS North Maintenance Rodeo, Where Issac Andrade and Anthony Longoria Qualified to Participate at the State competition in Allen.
- Received a grant from Tree City USA and USDA Forestry Service to hire a City Forester which we are currently actively recruiting for.
- Received the Keep Texas Beautiful Our Texas, Our Future Grant to help restore and transform 15% of the city's landscaped areas into native species, promoting sustainable landscapes.

Texas A&M Forest Service

Keep Texas Beautiful

City of Duncanville

Park Maintenance Measurables

- The Park Maintenance Operations Division
  - 36 Playground Inspections
  - 66 Fitness equipment inspections
  - Hosted 88 Pavillion Rentals for an estimated 3,556 guest
  - Resolved 24/27 See click fix request
  - Responded and repaired – 39 Vandalisms
  - Closed 161 work orders in response to repairs and maintenance
  - Started operating out of the old Fire Station Building
  - Installed new remote locking doors at Armstrong, Lakeside, and Red bird Parks
  - Repaired Historical Park Brick Trail
- The Irrigation Division
  - Completed Waterview Well Pump Repairs
  - Started assessing and inspecting backflow prevention devices for all irrigation systems
  - Inspected and cleaned all Park drinking water fountains
  - Completed RPZ inspections and Repairs at Harrington Park
  - 144 splash pad inspections

Park Maintenance Measurables

- The Athletics Division
  - Hosted 110 Ball field reservations for an estimated 3,058 participants
  - Assisted with the new installation of Perryweather monitor and station at Harrington
  - Prepped 300 fields for practices, games, and tournaments
  - Painted 32 soccer fields for practices and games
- The Horticulture Division
  - Removed summer vegetation from city wide bed
  - Performed season maintenance and pruning of drought tolerant perineal plants
  - Staff Attended 2024 Texas Nursery and Landscape Professional Conference
- Special Events/Projects
  - Assisted Operations for the first Mexican Independence Day Parade and Celebration

Keep Duncanville Beautiful Board

- KDB awarded 5 new properties as Curb Appeal Winners and Awarded Alecia Francis - State Farm Insurance Agent with the Business Beautification Award for Fall 2024.
- The board hosted and participated in several events in the Fall – a Community Clean-up at Willow Run Park, a Fall Sweep at Lakeside Park, a S.E.E.D Workday at Lakeside Park, an Arbor Day Celebration and Tree Planting at Armstrong Park, and a Pumpkin Collection at the D.L. Hopkins Jr. Senior Center.

Recreation Center Measurables

- Visits: September 2024 – November 2024
  - 183 memberships were sold throughout this quarter. We are seeing an increase in people coming in to renew 6-month memberships or start new ones since we are midway through the calendar year.
  - 8,172 visits
  - 1,715 day pass visits ($7,775.00)
- Programs
  - Pickleball
  - Karate
  - Yoga
  - Jazzercise
  - Tumbling
  - Cheerleading
  - Volleyball

Recreation Center Measurables

- Recent Special Events/Programs
  - National Night Out
  - Family Field Day
  - Boo Bash
- Upcoming Special Events/Programs
  - Cookies With Santa – December 14, 2024
  - Family Game Night – December 20, 2024
  - Membership Drive – January 1 – 31, 2025
  - Daddy Daughter Dance – February
  - Black History Month Fireside Chat – February

Cookies with Santa
Saturday, December 14th

Family Game Night
Saturday, December 20th

Membership Drive
January 1st – 31st

City of Duncanville

Daddy Daughter Dance
Saturday, February 15th

Senior Center Measurables

- Visits: September 2024 – November 2024
  - 33 new and renewed memberships were sold throughout this quarter.
  - 2,833 visits
- Meals Served through DAAA/VNA Services
  - Dine-in lunch
  - 2,824
- Events
  - Open House
  - Hispanic Heritage Celebration
  - Veteran's Day Celebration
  - Bingo
  - Coffee with the Mayor
  - Game Night
  - Bagel Social
  - Monthly Birthday Celebration
  - Trips to museums, restaurants, and entertainment venues
  - Various performances including choir and live entertainment

City of Duncanville

Bond Election Projects and Planning

- Armstrong Park
  - Project is complete
  - City received the full grant amount from Texas Parks and Wildlife

- Harrington Park
  - Plans are 100% complete
  - Construction contract on December 3 Agenda
  - Construction to begin January 2025
  - Completion by December 2025

- Trails
  - Harrington-Waterview Bridge and Trail to be completed with the concession/restrooms at Harrington bond project

- Charles F. Ladd Nature Preserve Master Plan Update

- Dog Park Master Plan Update

City of Duncanville

Questions?