



TOWN OF TROPHY CLUB

1 Trophy Wood Drive
Trophy Club, Texas 76262

MEETING AGENDA

TOWN COUNCIL

January 13, 2025

7:00 PM

Council Chambers

CALL TO ORDER AND ANNOUNCE A QUORUM

INVOCATION led by Chaplain David Impwi

PLEDGES led by Council Member

Pledge of Allegiance to the American Flag

Pledge of Allegiance to the Texas Flag

PUBLIC COMMENT(S)

This is an opportunity for citizens to address the Council on any matter pursuant to Texas Government Code 551.007. The Council is not permitted to discuss or take action on any presentations made concerning matters that are not listed on the agenda. Presentations are limited to matters over which the Council has authority. Speakers have up to three (3) minutes or the time limit determined by the Presiding Officer. Each speaker must have submitted their request to speak by completing the Speaker's Form or may email mayorandcouncil@trophyclub.org

COMMUNITY SPOTLIGHT

1. SOS International
2. Working for You... Trophy Club
 - a) Update from Town Council Members
 - b) Update from Town Manager (Brandon Wright, Town Manager)
 - c) Quick Civic Tip (Dean Roggia, Town Attorney)

CONSENT AGENDA

This part of the agenda consists of non-controversial, or "housekeeping" items required by law. Items may be removed from Consent by any council member by making such request prior to a motion and vote.

3. Consider approval of the December 9, 2024, Town Council regular meeting minutes. (Tammy Dixon, Town Secretary)
4. Consider approval of the December 19, 2024, Town Council special meeting minutes. (Tammy Dixon, Town Secretary)
5. Consider an ordinance authorizing and calling for a general election to be held on May 3, 2025, and if required, a runoff election on June 7, 2025, for the purpose of electing council members to Town Council Place 5 and Town Council Place 6 and establishing procedures for the election; and providing an effective date. (Tammy Dixon, Town Secretary)
6. Consider an ordinance repealing Ordinance 2010-21 and adopting an ordinance designating the Commercial Reporter as the official newspaper of the Town of Trophy Club. (Tammy Dixon, Town Secretary)
7. Consider authorizing the Town Manager to negotiate and execute an updated master services agreement and consolidated statement of work between the Town of Trophy Club, TX, and CivicPlus, LLC, aligning all software services to a single annual expiration date of September 30, in the amount of \$52,808.54, with renewal options up to 5% increase per year. (April Duvall, Director of Finance)
8. Consider authorizing the Town Manager to negotiate and execute an updated master services agreement and consolidated statement of work between the Town of Trophy Club, TX, and Tyler Technologies, Inc., aligning all software services to a single annual expiration date of September 30, in the amount of \$59,975. (April Duvall, Director of Finance)
9. Consider a resolution approving the termination of the Metlife 457 Deferred Compensation Plan (Plan Number 1014964-01). (Denise Deprato, Director of Human Resources)
10. Consider an ordinance of the Town of Trophy Club amending Appendix A "Fee Schedule," Article A1.000 "General Provisions," Section A1.006 "Animal Control," Subsection (a) "Impound Fee," of the Code of Ordinances. (Patrick Arata, Chief of Police)
11. Consider accepting the 2025 Parks Maintenance Plan that outlines tree care within the Town of Trophy Club. (Chase Ellis, Director of Parks & Recreation)

INDIVIDUAL ITEMS

12. **Case PD-AMD-24-004 PD 13 Amendment, Tract 1, Ship Shop**
Conduct a public hearing and consider an ordinance amending Planned Development District 13 (PD-13), Tract 1 to allow for Truck and Trailer Rental as an accessory use with outdoor storage and display of vehicles. The applicant is David Sanders, owner of The Ship Shop, and the subject property is legally described as The Village at Trophy Club, Lot 1, approximately 3.79 acres, Denton County, Texas and is generally located at the

northwest corner of Trophy Club Drive and SH 114. The property is addressed as 2003 E TX-114, Suite 340, Trophy Club, Texas. (Matt Cox, Director of Community Development)

- i. Conduct Public Hearing
- ii. Consider Ordinance Approval

13. Case RP-24-001 The Highlands At Trophy Club, Neighborhood 5, Phase 2B, Lot 23R, Block G (Gardner Replat)

Conduct a public hearing to consider a replat request made by Deric Gardner on Lot 23R, Block G of The Highlands at Trophy Club Neighborhood 5, Phase 2B, approximately 0.292 acres of land, for the addition of unplatted land. The property is addressed as 2643 Highlands Court and situated in the Rosalinda Allen Survey, Abstract No. 17, Town of Trophy Club, Denton County, Texas. (Gardner Replat). (Matt Cox, Director of Community Development)

- i. Conduct Public Hearing
- ii. Consider Replat Approval

14. Conduct a public hearing and consider an ordinance amending Article 1.08.001 of Chapter 1, Article 1.08 "Parks and Recreation" and adopting the 2025 Youth Programs Standard of Care. (Chase Ellis, Director of Parks & Recreation)

- i. Conduct Public Hearing
- ii. Consider Ordinance Approval

15. Conduct a public hearing and consider an ordinance granting a franchise agreement to Community Waste Disposal for solid waste and recycling collection; authorizing the Town Manager to negotiate and execute the franchise agreement; and directing staff to prepare an ordinance to make necessary updates to Article 13.02 Solid Waste of the Town Code of Ordinances. (Tamara Smith, Assistant to the Town Manager)

- i. Conduct Public Hearing
- ii. Consider Ordinance Approval

16. Consider authorizing the Town Manager to negotiate and execute a construction contract with Home Run Construction, LLC in an amount not to exceed \$1,121,407 for the construction of dedicated pickleball courts at Harmony Park. (Chase Ellis, Director of Parks & Recreation)

17. Consider a resolution adopting the Trophy Club Town Council Rules of Procedure. (Brandon Wright, Town Manager; Tammy Dixon, Town Secretary)

18. Consider an ordinance amending Chapter 1, "General Provisions", Article 1.03, "Town Council", by repealing Division 2, "Meetings and Rules of Procedure" in its entirety and by amending Article 1.04 "Boards, Commissions and Committees", Division 1 "Generally" by

adding a new section 1.04.011 "Background Checks of Boards and Commissions Applicants", of the Code of Ordinances. (Brandon Wright, Town Manager; Tammy Dixon, Town Secretary)

ADJOURN

The Town Council may convene into executive session to discuss posted items as allowed by Texas Government Code Sections 551.071 through 551.076 and Section 551.087.

CERTIFICATION

I do hereby certify that the Notice of Meeting was posted on the bulletin board at the Town Hall for the Town of Trophy Club, Texas, in a place convenient and readily accessible to the general public at all times on the following date and time: January 8, 2025, at 3:30 p.m., and said Notice of Meeting was also posted concurrently on the Town's website in accordance with Texas Government Code Ch. 551 at least 72 hours prior to the scheduled time of said meeting.

/s/ Tammy Dixon
Tammy Dixon, Town Secretary

If you plan to attend this public meeting and have a disability that requires special needs, please contact the Town Secretary's Office at 6822372900, 48 hours in advance, and reasonable accommodations will be made to assist you.



TOWN COUNCIL COMMUNICATION

MEETING DATE: January 13, 2025

FROM: Tammy Dixon, Town Secretary

AGENDA ITEM: Consider approval of the December 9, 2024, Town Council regular meeting minutes. (Tammy Dixon, Town Secretary)

BACKGROUND/SUMMARY: The Town Council held a regular meeting on December 9, 2024.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

FISCAL IMPACT: N/A

LEGAL REVIEW: N/A

ATTACHMENTS:

1. 12.09.2024 draft minutes

ACTIONS/OPTIONS:

Move to approve the December 9, 2024, Town Council regular meeting minutes.

Town of Trophy Club Town Council Meeting Minutes
December 9, 2024, 7:00 p.m., Work Session Regular Meeting
1 Trophy Wood Drive, Trophy Club, Texas 76262

CALL REGULAR MEETING TO ORDER

Mayor Tiffany called the regular meeting to order at 7:00 p.m.

COUNCIL MEMBERS PRESENT

Jeannette Tiffany, Mayor
Steve Flynn, Mayor Pro Tem
Stacey Bauer, Council Member Place 1
Jeff Beach, Council Member Place 2
Dennis Sheridan, Council Member Place 3
Rhylan Rowe, Council Member Place 4
LuAnne Oldham, Council Member Place 5

STAFF MEMBERS PRESENT

Brandon Wright, Town Manager
Tammy Dixon, Town Secretary
Dean Roggia, Town Attorney
Jason Wise, Fire Chief
Patrick Arata, Chief of Police
April Duvall, Director of Finance
Chase Ellis, Director of Parks and Recreation
Jill Lind, Director of Communications and Marketing
Matt Cox, Director of Community Development
Denise Deprato, Director of Human Resources
Tamara Smith, Assistant to the Town Manager

PLEDGES

Council Member Sheridan led the Pledge of Allegiance to the American and Texas Flags.

INVOCATION

Pastor Joel Quilé, Bara Church, delivered the invocation.

PUBLIC COMMENTS

Patricia Jayne (Pat) Keefer, 216 Fresh Meadow Dr., spoke in reference to standards for street finishes.

COMMUNITY SPOTLIGHT

1. Working for You . . . Trophy Club

a) Update from Town Council Members

Council Member Sheridan announced the Wreaths Across America event, scheduled for December 14, 2024, from 11:00 a.m. to Noon at Medlin Cemetery, where a ceremony will be held followed by volunteers placing wreaths on the graves of 71 local veterans.

Council Member Beach wished everyone a Merry Christmas and Happy Holidays.

Mayor Pro Tem Flynn praised the Trophy Club Live Nativity and Bethlehem Experience highlighting the exceptional production featuring live animals, outstanding singing, and impressive music.

Mayor Tiffany wished everyone a Merry Christmas, expressing gratitude to those watching the meeting and those in attendance and contributing to making Trophy Club a great place to call home.

b) Update from Town Manager

Town Manager Wright provided the following update:

- **Toys for Tots:** Sponsored by the U.S. Marine Corps Reserve providing toys to children in need, with the Police and Fire Departments serving as collection points for new, unwrapped toys until December 16. Donations can be dropped off in person or mailed to the Police Department.
- **Letters to Santa:** The Parks and Recreation Department is accepting letters to Santa through December 17. Letters can be dropped off at the North Pole mailbox at Town Hall or the Trophy Club Fire Station.
- **Holiday Lights Contest:** The annual Holiday Lights Contest continues to run through December 18, with nominations open for seven categories. Residents can nominate their own or a neighbor's decorated home.
- **Wreaths Across America:** The Town is hosting Wreaths Across America at Medlin Cemetery on December 14, 2024, from 11:00 AM to Noon honoring the sacrifices of local veterans by placing wreaths on the graves of 71 individuals interred at the cemetery. The event is coordinated with the support of the Fire, Police, Parks & Recreation Departments, and the Metroport Veterans Association.

- **Holiday Nights and Winter Show Lights:** The Town will host Holiday Nights and Winter Show Lights on December 14, 2024, from 6:30 PM to 8:30 PM at Trophy Club Town Center. The event features a tree lighting, choir performance, Santa meet-and-greet, hot chocolate, face painting, local vendors, and a holiday drone show at 8 PM, with a second viewing on December 21, 2024, from 8:00 PM to 8:30 PM. All activities are free and open to the community.
 - **Upcoming Meetings:**
 - Animal Shelter Advisory Board: December 11 at 6:00 PM
 - Planning and Zoning Commission, December 12 at 6:00 PM
 - Parks and Recreation Board Meeting, December 16 at 6:00 PM
 - Town Council Special Meeting: December 19, at 10:00 AM
 - **Reminders:**
 - Breakfast with Tiffany: December 16, Tom Thumb Starbucks at 9:00 AM
 - Holiday Hours: Town offices will be closed in observance of Christmas, starting at Noon on December 23 through December 25. Town offices will also be closed in observance of New Year's on January 1.
- c) Quick Civic Tip (Dean Roggia, Town Attorney)

Town Attorney Roggia provided an overview of the Developer Agreement process as outlined in the Town's Code of Ordinances and State Law and explained amendments to these agreements must be approved by the Town Council.

CONSENT AGENDA

2. Consider approval of the November 12, 2024, Town Council work session and regular meeting minutes. (Tammy Dixon, Town Secretary)
3. Consider authorizing the Town Manager to negotiate and execute an on-demand concrete lifting services contract with Nortex Concrete Lift & Stabilization in a total annual amount not to exceed \$30,000 with a one-year renewal option. (Matt Cox, Director of Community Development)
4. Consider a resolution authorizing the Town Manager to execute opioid settlement documents. (Brandon Wright, Town Manager). The caption of the resolution reads as follows:

RESOLUTION NO. 2024-26

A RESOLUTION AUTHORIZING THE TOWN MANAGER TO EXECUTE GLOBAL OPIOID SETTLEMENT DOCUMENTS RELATING TO THE KROGER SETTLEMENT AND AUTHORIZING THE TOWN MANAGER TO EXECUTE ANY AND ALL FUTURE OPIOID SETTLEMENT DOCUMENTS; AUTHORIZING THE TOWN MANAGER TO

TRANSMIT THOSE DOCUMENTS TO THE ATTORNEY GENERAL; AND PROVIDING FOR AN EFFECTIVE DATE.

Council Member Rowe moved to approve Consent Items 2-4. Council Member Beach seconded the motion.

VOTE ON MOTION

AYES: Bauer, Beach, Flynn, Sheridan, Tiffany, Rowe, Oldham
NAYES: None
VOTE: 7-0

INDIVIDUAL ITEMS

5. Consider an ordinance authorizing the Mayor to execute an amendment to the Beldonia Town Homes Development Contract for Public Improvements authorizing the Town to participate in the cost of removing and reconstructing the Town's median along Trophy Wood Drive to provide a center median opening and turn lane. (Matt Cox, Director of Community Development)

Mr. Cox provided an overview of the item explaining the amendment includes the removal of a median near the development to enhance access for both the townhomes and the Town's parking lot. The developer agreed to cover 50% of the median removal cost, with the Town's participation capped at \$30,000 (approximately 8.5% of the total cost), funded through the Street Maintenance Sales Tax Fund.

Mayor Pro Tem Flynn moved to approve Ordinance 2024-29 authorizing the Mayor to execute an amendment to the Beldonia Town Homes Development Contract for Public Improvements authorizing the Town to participate in the cost of removing and reconstructing the Town's median along Trophy Wood Drive to provide a center median opening and turn lane.. Council Member Sheridan seconded the motion. The caption of the ordinance reads as follows:

ORDINANCE NO. 2024-29

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF TROPHY CLUB, TEXAS, AUTHORIZING THE MAYOR TO EXECUTE AN AMENDMENT TO THE BELDONIA TOWN HOMES DEVELOPMENT CONTRACT FOR PUBLIC IMPROVEMENTS; AUTHORIZING THE TOWN TO PARTICIPATE IN PUBLIC IMPROVEMENT COSTS; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

VOTE ON MOTION

AYES: Bauer, Beach, Flynn, Tiffany, Sheridan, Rowe, Oldham
NAYES: None
VOTE: 7-0

6. **First Reading:** Consider a resolution approving the Thrive Business Grant applications and authorizing the Town Manager to negotiate and execute performance agreements with each grantee as recommended by the Trophy Club Economic Development Corporation. (Tamara Smith, Assistant to the Town Manager)

Town Secretary Dixon provided the first reading.

Ms. Smith presented a summary of the Thrive Business Grant program, which was established by the Economic Development Corporation (EDC) in July with a \$300,000 allocation to support local businesses through grants for interior, exterior, and equipment improvements. The program, offering up to \$20,000 per grant with a 75% match requirement, was marketed extensively and received 12 applications by the October 18 deadline. After review, the EDC approved seven grants for six businesses during their November meeting. The approved projects align with the EDC's goals and aim to benefit both the businesses and the Trophy Club community.

Mayor Pro Tem Flynn commended Ms. Smith for her efforts on the Thrive Business Grant program, recognizing it as a strong start and expressing hope that more businesses will participate in future cycles after seeing its success.

Mayor Tiffany recognized local business representatives in attendance, including Fish and Knife, Mathnasium, Trophy Club Vision Care, Jolley Orthodontics, Envision Complete Fitness, and Grace Development, expressing gratitude for their contributions to the community. Mayor Tiffany also highlighted the importance of supporting local businesses through initiatives like the Thrive Business Grant program.

Item was a reading only, no action taken.

7. **Second Reading:** Consider a resolution approving the Thrive Business Grant applications and authorizing the Town Manager to negotiate and execute performance agreements with each grantee as recommended by the Trophy Club Economic Development Corporation. (Tamara Smith, Assistant to the Town Manager)

Town Secretary Dixon provided the second reading.

Council Member Oldham moved to approve Resolution 2024-27 approving the Thrive Business Grant applications and authorizing the Town Manager to negotiate and execute performance agreements with each grantee as recommended by the Trophy Club Economic Development Corporation. Council Member Bauer seconded the motion.

Council Member Rowe expressed opposition to the Thrive Business Grant program, stating that EDC funds should prioritize expanding commercial property uses. While acknowledging the program's availability and approval, he disagreed with using funds for grants supporting business expenses or capitalized items. Though wishing the

participating businesses success, he indicated his intent to vote against the program based on the EDC's past objectives.

The caption of the resolution reads as follows:

RESOLUTION NO. 2024-27

A RESOLUTION OF THE TOWN OF TROPHY CLUB, TEXAS, APPROVING THE THRIVE BUSINESS GRANT APPLICATIONS AND AUTHORIZING THE TOWN MANAGER TO NEGOTIATE, AND AUTHORIZING THE ECONOMIC DEVELOPMENT CORPORATION PRESIDENT TO EXECUTE PERFORMANCE AGREEMENTS WITH EACH RECEPIENT; AND PROVIDING AN EFFECTIVE DATE.

VOTE ON MOTION

AYES: Bauer, Beach, Flynn, Tiffany, Sheridan, Oldham

NAYES: Rowe

VOTE: 6-1

8. Consider a resolution of the Town of Trophy Club, Texas, casting votes for the Denton Central Appraisal District Board of Directors. (Tammy Dixon, Town Secretary)

Mayor Pro Tem Flynn moved to approve Resolution 2024-28 casting 10 votes each for Alex Buck and Rob Altman for the Denton Central Appraisal District Board of Directors. Council Member Rowe seconded the motion. The caption of the resolution reads as follows:

RESOLUTION NO. 2024-27

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF TROPHY CLUB, TEXAS, CASTING TWENTY (20) VOTES FOR A CANDIDATE FOR APPOINTMENT TO THE DENTON CENTRAL APPRAISAL DISTRICT BOARD OF DIRECTORS AND PROVIDING AN EFFECTIVE DATE.

VOTE ON MOTION

AYES: Bauer, Beach, Flynn, Tiffany, Sheridan, Rowe, Oldham

NAYES: None

VOTE: 7-0

9. Consider a resolution of the Town of Trophy Club, Texas, casting votes for the Tarrant Appraisal District Board of Directors. (Tammy Dixon, Town Secretary)

Council Member Oldham moved to approve Resolution 2024-29 casting the Town's one vote for Fred Campos for the Tarrant Appraisal District Board of Directors. Council Member Beach seconded the motion. The caption of the resolution reads as follows:

RESOLUTION NO. 2024-28

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF TROPHY CLUB, TEXAS, CASTING ONE (1) VOTE FOR A CANDIDATE FOR APPOINTMENT TO THE TARRANT APPRAISAL DISTRICT BOARD OF DIRECTORS AND PROVIDING AN EFFECTIVE DATE.

VOTE ON MOTION

AYES: Bauer, Beach, Flynn, Tiffany, Sheridan, Rowe, Oldham
NAYES: None
VOTE: 7-0

EXECUTIVE SESSION/OPEN SESSION

Pursuant to the Open Meetings Act, Chapter 551, the Town Council convened into a Closed Executive Session at 7:35 p.m. and reconvened into Regular Session at 9:05 p.m. in accordance with the Texas Government Code regarding: Section 551.074 Personnel Matters to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee, to wit: 1) Town Manager.
No Action Taken.

ADJOURNMENT

Mayor Tiffany adjourned the Town Council meeting 9:05 p.m.

Jeannette Tiffany, Mayor

Attest:

Tammy Dixon, Town Secretary



TOWN COUNCIL COMMUNICATION

MEETING DATE: January 13, 2025

FROM: Tammy Dixon, Town Secretary

AGENDA ITEM: Consider approval of the December 19, 2024, Town Council special meeting minutes. (Tammy Dixon, Town Secretary)

BACKGROUND/SUMMARY: The Town Council held a special meeting on December 19, 2024.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

FISCAL IMPACT: N/A

LEGAL REVIEW: N/A

ATTACHMENTS:

1. 12.19.2024 draft minutes

ACTIONS/OPTIONS:

Move to approve the December 19, 2024, Town Council special meeting minutes.

Town of Trophy Club Town Council Meeting Minutes
December 19, 2024, 10:00 a.m., Special Meeting Meeting
1 Trophy Wood Drive, Trophy Club, Texas 76262

CALL SPECIAL MEETING TO ORDER

Mayor Tiffany called the special meeting to order at 10:00 a.m.

COUNCIL MEMBERS PRESENT

Jeannette Tiffany, Mayor
Steve Flynn, Mayor Pro Tem (*participated by video conference*)
Stacey Bauer, Council Member Place 1
Jeff Beach, Council Member Place 2
Dennis Sheridan, Council Member Place 3
LuAnne Oldham, Council Member Place 5

COUNCIL MEMBERS ABSENT:

Rhylan Rowe, Council Member Place 4

STAFF MEMBERS PRESENT

Brandon Wright, Town Manager
Tammy Dixon, Town Secretary
Dean Roggia, Town Attorney
Matt Cox, Director of Community Development
Denise Deprato, Director of Human Resources

PUBLIC COMMENTS

Ms. Dixon stated Patricia Jayne (Pat) Keefer, 216 Fresh Meadow Dr., sent an email to the Mayor and Town Council regarding agenda item 1.

INDIVIDUAL ITEMS

1. Consider authorizing the Town Manager to negotiate and execute a construction contract with Wildstone Construction, LLC for the Inverness Drainage Project in the amount of \$1,914,104. (Matt Cox, Director of Community Development)

Matt Cox, provided an overview of the item, explaining that seven bids were received, with Wildstone Construction selected as the lowest qualified bidder. He noted that the project, funded primarily through ARPA funds, is scheduled to begin in January 2025 and emphasized that this approval would meet the December 31, 2024, deadline for fund allocation. Mr. Cox also praised the efforts of Teage, Nall and Perkins (TNP) in coordinating the project timeline.

Philip C. Varughese, PE, of TNP, provided additional details on the bidding and construction process. He explained that the selection was based on qualifications and outlined the plan for coordination efforts, including a citizens' meeting to address resident

concerns and explain construction inconveniences. A preconstruction meeting will be held with the contractor to review regulations, ordinances, and expectations, such as keeping streets clean and adhering to easement limits. Regular biweekly or monthly meetings will be conducted to ensure the project remains on schedule and any issues are promptly resolved.

Mr. Cox and Mr. Varughese answered questions from the Town Council.

Council Member Beach moved to authorize the Town Manager to negotiate and execute a construction contract with Wildstone Construction, LLC for the Inverness Drainage Project in the amount of \$1,914,104. Council Member Bauer seconded the motion.

VOTE ON MOTION

AYES: Bauer, Beach, Flynn, Tiffany, Sheridan, Oldham

NAYES: None

ABSENT: Rowe

VOTE: 6-0-1

EXECUTIVE SESSION/OPEN SESSION

Pursuant to the Open Meetings Act, Chapter 551, the Town Council convened into a Closed Executive Session at 10:12 a.m. and reconvened into Regular Session at 11:00 a.m. in accordance with the Texas Government Code regarding: Section 551.074 Personnel Matters to deliberate the evaluation and duties of a public officer or employee, to wit: 1) Town Manager.

Council Member Oldham moved to approve the first amended employment agreement with the Town Manager, Brandon Wright. Council Member Sheridan seconded the motion.

VOTE ON MOTION

AYES: Bauer, Beach, Flynn, Tiffany, Sheridan, Oldham

NAYES: None

ABSENT: Rowe

VOTE: 6-0-1

ADJOURNMENT

Mayor Tiffany adjourned the Town Council meeting 11:01 a.m.

Jeannette Tiffany, Mayor

Attest:

Tammy Dixon, Town Secretary



TOWN COUNCIL COMMUNICATION

MEETING DATE: January 13, 2025

FROM: Tammy Dixon, Town Secretary

AGENDA ITEM: Consider an ordinance authorizing and calling for a general election to be held on May 3, 2025, and if required, a runoff election on June 7, 2025, for the purpose of electing council members to Town Council Place 5 and Town Council Place 6 and establishing procedures for the election; and providing an effective date. (Tammy Dixon, Town Secretary)

BACKGROUND/SUMMARY: The Town's General Election will be held on the first Saturday in May in accordance with State law. Councilmembers Place 5 and Place 6 shall be elected at the General Election, each for a three-year term. The Town Secretary's Office is responsible for conducting municipal elections as prescribed by the Texas Election Code. In accordance with Section 271.002 of the Texas Election Code, the Town's election will be conducted jointly with other political subdivisions in Denton County and Tarrant County. The proposed ordinance calls for the May 3, 2025 election and establishes the procedures for the election.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

FISCAL IMPACT: The estimated cost for the May 2025 General Election is \$21,930, which is budgeted for in the FY 2025 General Fund Budget in the Town Secretary's Office. These amounts are estimates recognizing that the actual costs of the joint election will be distributed among each participating agency in each respective county.

LEGAL REVIEW: Dean Roggia, Town Attorney, has reviewed the draft ordinance as to form and legality.

ATTACHMENTS:

1. Ordinance

ACTIONS/OPTIONS:

Staff recommends that the Town Council move to approve the ordinance authorizing and calling for a general election to be held on May 3, 2025, and if required, a runoff election on June 7, 2025, for the purpose of electing council members to Town Council Place 5 and Town Council Place 6 and establishing procedures for the election; and providing an effective date.

**TOWN OF TROPHY CLUB, TEXAS
ORDINANCE NO. 2025-XX**

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF TROPHY CLUB, TEXAS, AUTHORIZING AND CALLING FOR A GENERAL ELECTION TO BE HELD ON MAY 3, 2025 AND, IF REQUIRED, A RUNOFF ELECTION ON JUNE 7, 2025, FOR THE PURPOSE OF ELECTING COUNCIL MEMBERS TO TOWN COUNCIL PLACE 5 AND TOWN COUNCIL PLACE 6; PRESCRIBING THE TIME AND DESIGNATING THE LOCATIONS AND MANNER OF CONDUCTING THE ELECTION TO BE IN ACCORDANCE WITH THE JOINT ELECTION AGREEMENTS FOR ELECTION SERVICES WITH DENTON AND TARRANT COUNTIES; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE AGREEMENTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Trophy Club, Texas (the "Town"), is a home rule municipality acting under its charter adopted by the electorate pursuant to Article XI, Section 5, of the Texas Constitution and Chapter 9 of the Local Government Code; and,

WHEREAS, Section 41.001 of the Texas Election Code (the "Code") specifies that the first Saturday in May shall be a "uniform election date" and that a general election may be held on such day; and,

WHEREAS, state law and the charter of the Town of Trophy Club require that a general election be held; and,

WHEREAS, the regular election for Town Council members of the Town of Trophy Club is required to be held on May 3, 2025, at which time the voters will elect persons to fill the offices of Town Council Place 5 and Town Council Place 6; and

WHEREAS, the Town Council finds that it is in the public interest to enter into a joint election agreement and election services contract with Denton County and Tarrant County to provide the most efficient and convenient voting opportunities; and

WHEREAS, the intention of the Town Council, via adoption of this Ordinance, is to call an election, designate a polling place, appoint necessary election officers, establish procedures for conducting the election, and authorize the Town Manager to execute joint election agreements whereby the general election will be administered by the Denton County and Tarrant County Elections Administrators.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF TROPHY CLUB, TEXAS, THAT:

SECTION 1.

INCORPORATION. The facts and recitations contained in the above preamble of this Ordinance are hereby incorporated herein for all purposes.

SECTION 2.

GENERAL ELECTION CALLED. The Town Council hereby calls and orders a General Uniform Election to be held on May 3, 2025, between the hours of 7:00 a.m., and 7:00 p.m., for the purpose of electing Council Members to Town Council Place 5 and Town Council Place 6, for a three-year term each, ending May 2028, or until their successor is duly elected, or appointed, and qualified. Such election shall be conducted in accordance with the provisions of the Code and held via the joint election agreements with both Tarrant and Denton counties, respectively.

SECTION 3.

APPLICATION FOR A PLACE ON THE BALLOT. Eligible persons wishing to file as candidates must file an application with the Town Secretary of the Town of Trophy Club at 1 Trophy Wood Drive, Trophy Club, Texas, 76262, and may do so beginning at 8:00 a.m., January 15, 2025, and continuing through February 14, 2025, until 5:00 p.m. Each application shall be on a form meeting the requirements of Section 141.031 of the Code. The order in which the names of the candidates are to be printed on the ballot shall be determined by a drawing by the Town Secretary. Notice of the time and place for such drawing shall be given in accordance with the Charter and State Law.

SECTION 4.

AGREEMENT WITH DENTON AND TARRANT COUNTIES. Prior to the election, the Town anticipates that it will enter into an agreement for election services with Denton and Tarrant Counties. The Town Manager is hereby authorized to execute agreements with Denton County and Tarrant County for the conduct of the election in accordance with Chapter 31, Subchapter D of the Code and other applicable statutes and laws. In the event of a conflict between this Ordinance and these agreements, the agreements shall control.

SECTION 5.

APPOINTMENT OF ELECTION JUDGES AND ALTERNATE ELECTION JUDGES. Election judges for the general election shall be appointed by Denton County and Tarrant County, respectively, as authorized by Chapter 271 of the Code.

SECTION 6.

(a) **EARLY VOTING - DENTON COUNTY.** The Denton County Elections Administrator is designated the Early Voting Clerk. Additional Deputy Early Voting Clerks may be appointed as provided in the Denton County Joint Election Agreement ("Denton Agreement").

- (1) Early Voting by personal appearance shall be conducted beginning on April 22, 2025, and continuing through April 29, 2025, at the Denton County Main Early Voting site located at 701 Kimberly Dr., Ste. A111, Denton, Texas, 76208, on the following dates and times:

Date	Time
Tuesday, April 22 - Friday, April 25	8:00 a.m. - 5:00 p.m.
Saturday, April 26	8:00 a.m. - 5:00 p.m.
Sunday, April 27	11:00 a.m. - 5:00 p.m.
Monday, April 28 - Tuesday, April 29	7:00 a.m. - 7:00 p.m.

Any eligible Denton County Registered Voter may cast their vote at any additional early voting location throughout Denton County as established by the Denton Agreement. If there is any discrepancy between this Ordinance and the Denton Agreement as to early voting locations or times, the Denton Agreement shall control.

- (2) Applications for Ballots by Mail (ABBM)s and Federal Post Card Applications (FPCAs) in Denton County may be delivered to the Early Voting Clerk, P.O. Box 1720, Denton, Texas, 76202; Website: www.votedenton.gov; Phone: 940.349.3200; Fax: 940.349.3201; email: elections@dentoncounty.gov to be received not later than the close of business on April 22, 2025. The Town Secretary is directed to forward the applications and ballots to the Election Administrator as provided in the Denton Agreement.

(b) **EARLY VOTING - TARRANT COUNTY.** The Tarrant County Elections Administrator is designated the Early Voting Clerk. Additional Deputy Early Voting Clerks may be appointed, as provided in the Tarrant County Joint Election Agreement ("Tarrant Agreement").

- (1) Early Voting by personal appearance shall be conducted beginning on April 22, 2025, and continuing through April 29, 2025, at the Tarrant County Main Early Voting site located at 2700 Premier Street, Fort Worth, Texas, 76111, on the following days and times:

Date	Time
Tuesday, April 22 - Friday, April 25	8:00 a.m. - 5:00 p.m.
Saturday, April 26	7:00 a.m. - 7:00 p.m.
Sunday, April 27	12:00 p.m. - 4 :00 p.m.
Monday, April 28 - Tuesday, April 29	7:00 a.m. - 7:00 p.m.

Any eligible Tarrant County Registered Voter may cast their vote at any additional early voting location throughout Tarrant County as established by the Tarrant Agreement. If there is any discrepancy between this Ordinance and the Tarrant Agreement as to early voting locations or times, the Tarrant Agreement shall control.

- (2) Applications for Ballots by Mail (ABBM)s and Federal Post Card Applications (FPCAs) in Tarrant County may be delivered to the Early Voting Clerk, PO Box 961011, Fort Worth, Texas 76161, or Express Courier Delivery, Tarrant County Elections, 2700 Premier Street, Fort Worth, Texas, 76111; Website: <https://www.tarrantcountytexas.gov/en/elections.html>; Phone: 817.831.8683; Fax: 817.831.6118; Email: votebymail@tarrantcountytexas.gov to be received not later than the close of business on April 22, 2025. The Town Secretary is directed to forward the applications and ballots to the Election Administrator as provided in the Tarrant Agreement.

(c) Early voting both by personal appearance and by mail shall be canvassed by the Early Voting Ballot Board established by Denton County under the Denton Agreement and Tarrant County under the Tarrant Agreement. The Presiding Election Judge and the Alternate Presiding Judge will be appointed by the Denton and Tarrant County Election Administrators as permitted by law. The Presiding Election Judge shall appoint elections clerks as may be necessary for the proper conduct of the election. The Presiding Election Judge, or the Alternative Election Judge, in the absence of the Presiding Election Judge, and the election clerks shall constitute the Early Voting Ballot Board to process early voting results from the election. The Presiding Election Judge and the Alternate Election Judge must be eligible to serve in accordance with state law, and the election clerks shall be qualified voters of the Town. To the extent required by law, those persons designated by Denton and Tarrant Counties as election officers and clerks are hereby appointed by the Town.

SECTION 7.

(a) **METHOD OF VOTING – DENTON COUNTY.** Voting in Denton County shall be conducted using Denton County's Hart InterCivic Verity Voting System. All expenditures necessary for the conduct of the election, the purchase of materials

therefor, and the employment of all election officials are hereby authorized and shall be conducted in accordance with the Code.

(b) **METHOD OF VOTING – TARRANT COUNTY.** Voting in Tarrant County shall be conducted using Tarrant County’s Hart InterCivic Verity Voting System. All expenditures necessary for the conduct of the election, the purchase of materials therefor, and the employment of all election officials are hereby authorized and shall be conducted in accordance with the Code.

SECTION 8.

GOVERNING LAW AND QUALIFIED VOTERS. The election shall be held in accordance with the Constitution of the State of Texas and the Code, and all resident qualified voters of the Town shall be eligible to vote at the election.

SECTION 9.

PUBLICATION AND POSTING OF NOTICE OF ELECTION. Notice of the election shall be published in accordance with Chapter 4 (Sec 4.003) of the Code.

SECTION 10.

RUN-OFF ELECTION. In the event no candidate receives a majority of votes for an office, there shall be a run-off election held on June 7, 2025.

SECTION 11.

NECESSARY ACTIONS. The Mayor and the Town Secretary, in consultation with the Town Attorney, are hereby authorized and directed to take any and all actions necessary to comply with the provisions of federal and state law in carrying out and conducting the election, whether or not expressly authorized herein. Tarrant County and Denton County are hereby authorized to make such submissions as are necessary to the United States Justice Department to seek pre-clearance for any changes in voting practices as authorized by the Voting Rights Act of 1965, as amended.

SECTION 12.

EFFECTIVE DATE. This Ordinance shall be effective immediately upon adoption.

PASSED AND APPROVED by the Town Council of the Town of Trophy Club, Texas, this 13th day of January 2025.

APPROVED:

Jeannette Tiffany, Mayor

ATTEST:

Tammy Dixon, Town Secretary

APPROVED AS TO FORM:

Dean Roggia, Town Attorney



TOWN COUNCIL COMMUNICATION

MEETING DATE: January 13, 2025

FROM: Tammy Dixon, Town Secretary

AGENDA ITEM: Consider an ordinance repealing Ordinance 2010-21 and adopting an ordinance designating the Commercial Reporter as the official newspaper of the Town of Trophy Club. (Tammy Dixon, Town Secretary)

BACKGROUND/SUMMARY: Certain ordinances passed by the Town Council, such as those imposing fines, fees, zoning changes, and public notices, must be published in the official newspaper to comply with State law. Since September 2010, the *Fort Worth Star-Telegram* has served as the Town's official newspaper. However, on October 7, 2024, the *Star-Telegram* reduced its print schedule to three days per week (Sunday, Wednesday, and Friday), with online editions available on other days.

Recently, the *Star-Telegram* fluctuated its rates for legal notices, temporarily increasing them to more than three times the current rate before retracting to the original rate of \$4.75 per line. However, research indicates that the Town is still paying a significantly higher rate compared to other entities in the area, which report rates ranging from \$0.36 to \$4.75 per line. According to Section 2051.045 of the Government Code, the legal rate for publications is required to be the lowest published rate for classified advertising.

The *Commercial Recorder*, a newspaper of general circulation in Tarrant County, meets all legal requirements under Section 2051.044 of the Texas Government Code and offers lower rates for governmental entities. Other municipalities, including Richland Hills, North Richland Hills, and Euless, have recently designated the *Commercial Recorder* as their official newspaper for legal notices. In addition, the *Commercial Recorder* publishes printed newspapers Monday through Friday (excluding federal holidays) and provides an online version, offering more consistent availability than the *Star-Telegram*.

Based on these findings, transitioning to the *Commercial Recorder* could result in significant cost savings and improved publication reliability for the Town's legal notices.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

FISCAL IMPACT: The *Fort Worth Star-Telegram* currently charges \$4.75 per line for legal notices, with a budgeted expense of \$14,500 for legal publications in FY 2025. By comparison, the *Commercial Recorder* offers a significantly lower rate of \$0.40 per line. Transitioning to the *Commercial Recorder* as the Town's official newspaper could result in a substantial cost savings of up to 90%, depending on the volume of notices published.

LEGAL REVIEW: Town Attorney, Dean Roggia, has reviewed the ordinance as to form and legality.

ATTACHMENTS:

1. Ordinance

ACTIONS/OPTIONS:

Staff recommends that the Town Council move to approve the ordinance repealing Ordinance 2010-21 and adopting an ordinance designating the *Commercial Reporter* as the official newspaper of the Town of Trophy Club.

**TOWN OF TROPHY CLUB, TEXAS
ORDINANCE NO. 2025-XX**

AN ORDINANCE OF THE TOWN OF TROPHY CLUB, TEXAS; REPEALING ORDINANCE NO. 2010-21 IN ITS ENTIRETY AND ADOPTING AN ORDINANCE DESIGNATING THE COMMERCIAL RECORDER AS THE OFFICIAL NEWSPAPER OF THE TOWN OF TROPHY CLUB; PROVIDING A REPEALER CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Trophy Club, Texas (the "Town") is a home rule municipality acting under its charter adopted by the electorate pursuant to Article XI, Section 5 of the Texas Constitution and Chapter 9 of the Local Government Code; and

WHEREAS, under the provisions of Section 3.16 of the Town of Trophy Club's Charter, as well as Texas Government Code Ch. 2051, it is required that certain ordinances which may be passed by the Town Council be published in the "Official Newspaper" of the Town of Trophy Club, Texas, before such ordinances may become effective; and

WHEREAS, various other laws require certain matters to be published in the Official Newspaper of the Town; and

WHEREAS, the Texas Government Code Section 2051.044(a) provides that a newspaper used to publish official notices must:

- (1) devote not less than 25 percent of its total column lineage to general interest items;
- (2) be published at least once each week;
- (3) be entered as second-class postal matter in the county where published; and
- (4) have been published regularly and continuously for at least 12 months before the governmental entity or representative publishes notice.

WHEREAS, the publisher of the *Commercial Recorder* has provided confirmation that the paper meets these criteria; and

WHEREAS, pursuant to Town Charter Section 3.08(v) the Town Council is authorized to name and designate an "Official Newspaper" for the Town and cause only the caption of duly enacted ordinances to be published except as provided otherwise by law; and

WHEREAS, the Town Council finds and determines that the *Commercial Recorder* is a newspaper of general circulation that meets the criteria required by law and it is in the best interest of the citizens of Trophy Club, Texas, to name and designate the *Commercial Recorder* as the Official Newspaper of the Town.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF TROPHY CLUB, TEXAS, THAT:

SECTION 1.

All of the premises and recitals above are true and correct and are hereby incorporated in the body of this Ordinance as if fully set forth herein.

SECTION 2.

The Town Council hereby repeals Ordinance No. 2010-21 in its entirety and designates the *Commercial Recorder* as the official newspaper of the Town of Trophy Club, Texas, in which all captions and necessary notices be published according to law and the Town Charter.

SECTION 3.

This Ordinance shall be cumulative of all other provisions of ordinances of the Town, except where the provisions of this Ordinance are in direct conflict with the provisions of such ordinances, in which event the conflicting provisions of such ordinances are hereby repealed.

SECTION 4.

It is hereby declared to be the intention of the Town Council that the sections, paragraphs, sentences, clauses, and phrases of this Ordinance are severable, and if any section, paragraph, sentence, clause, or phrase of this Ordinance shall be declared unconstitutional by a the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining sections, paragraphs, sentences, clauses, or phrases of this Ordinance; since the same would have been enacted by the Town Council without the incorporation in this Ordinance of any such unconstitutional section, paragraph, sentence, clause, or phrase.

SECTION 5.

All rights and remedies of the Town are expressly saved as to any and all violations of the ordinances of the Town that have accrued at the time of the effective date of this Ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances, same shall not be affected by this Ordinance, but may be prosecuted until final disposition by the courts.

SECTION 6.
EFFECTIVE DATE

This Ordinance shall become effective upon passage and approval by the Town Council, and it is so ordained.

PASSED AND APPROVED by the Town of Trophy Club, Texas, this the 13th day of January 2025.

Jeannette Tiffany, Mayor

ATTEST:

Tammy Dixon, Town Secretary

APPROVED AS TO FORM:

Dean Roggia, Town Attorney



TOWN COUNCIL COMMUNICATION

MEETING DATE: January 13, 2025

FROM: April Duvall, Director of Finance

AGENDA ITEM: Consider authorizing the Town Manager to negotiate and execute an updated master services agreement and consolidated statement of work between the Town of Trophy Club, TX, and CivicPlus, LLC, aligning all software services to a single annual expiration date of September 30, in the amount of \$52,808.54, with renewal options up to 5% increase per year. (April Duvall, Director of Finance)

BACKGROUND/SUMMARY: The Town of Trophy Club currently maintains a master services agreement (MSA) with CivicPlus, LLC, along with multiple statements of work (SOWs) for various software packages. Each SOW operates with its own expiration date, renewal terms, and includes an annual 5% increase per renewal period. To simplify management and enhance budget planning, staff recommends consolidating all existing SOWs under a single updated agreement, aligning all services to a common expiration date of September 30 each year to align with the end of the Town's fiscal year.

The services covered under the SOWs include the Town's website, Parks and Recreation Software, Archiving Software, and Agenda Management Software.

The proposed consolidated SOWs will take effect on October 1, 2025. To facilitate this transition, CivicPlus has prorated the renewals for the current fiscal year to align with the new October 1 effective date.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

FISCAL IMPACT: The proposed consolidation of all existing SOWs under a single, updated MSA with CivicPlus, LLC will streamline management and budgeting by aligning all services to a common expiration date of September 30 each year. This adjustment was anticipated and included as part of the Town's annual budget, and no additional funding is required. As such, there is no fiscal impact beyond what was already approved for the current fiscal year.

LEGAL REVIEW: Town Attorney, Dean Roggia, has reviewed the contract as to form and legality.

ATTACHMENTS:

1. CivicClerk Renewal Statement of Work

ACTIONS/OPTIONS:

Staff recommends that the Town Council move to authorize the Town Manager to negotiate and execute an updated master services agreement and consolidated statement of work between the Town of Trophy Club, TX, and CivicPlus, LLC, aligning all software services to a single annual expiration date of September 30, in the amount of \$52,808.54, with renewal options up to 5% increase per year.

**CivicPlus**

302 South 4th St. Suite 500
Manhattan, KS 66502 US

Client: Trophy Club Town, TX**Bill To: Trophy Club Town, TX****TX – Trophy Club Town – Multiproduct - Statement of Work**

QTY	Product Description	PRODUCT TYPE
Main Town - Central		
1	Central System Annual Fee	6,745.63
1	Platinum Hosting & Security	6,509.27
1	Encrypted Forms	3,616.26
1	48 Month Ultimate Redesign	-
1	Ultimate DHP: Visit	1,507.94
2	SSL	430.57
		Total 18,809.67
Accessibility		
1	AudioEye Managed: https://www.trophyclub.org	4,821.51
		Total 4,821.51
Recreation		
1	Recreation Annual Renewal	4,961.25
1	CivicPlus Pay Annual Fee	-
1	Document Management Annual Renewal	3,858.75
		Total 8,820.00
Social Media Archiving		
1	ArchiveSocial Standard	7,924.77
		Total 7,924.77
AMM: Select		
1	AMM Select: Pro Annual Fee	3,747.40
1	CivicPlus Media: Annual Fee	4,980.63

1	AMM Select: Live Meeting Manage	3,704.57
		Total 12,432.60
Annual Recurring Services		USD 52,808.54

1. This renewal Statement of Work ("SOW") is between Trophy Club Town, TX ("Customer") and CivicPlus, LLC and shall be subject to the terms and conditions of the Master Services Agreement ("MSA") and the applicable Solutions and Products terms found at: www.civicplus.help/hc/p/legal-stuff (collectively, the "Terms and Conditions"); and the Addendum attached hereto and incorporated herein as Exhibit A. By signing this SOW, Customer expressly agrees to the Terms and Conditions throughout the Term of this SOW. The Terms and Conditions form the entire agreement between Customer and CivicPlus (collectively, referred to as the "Agreement"). The Parties agree the Agreement shall supersede and replace all prior agreements between the Parties with respect to the services provided by CivicPlus herein (the "Services").
2. This SOW shall remain in effect for an initial term from October 1, 2025 through September 30, 2026 ("Initial Term"). In the event that neither party gives 60 days' notice to terminate prior to the end of the Initial Term, or any subsequent Renewal Term, this SOW shall automatically renew for an additional twelve month renewal term ("Renewal Term"). The Initial Term and all Renewal Terms are collectively referred to as the "Term".
3. Annual Recurring Services shall be invoiced on the first day of the Initial Term and the first day of any of each Renewal Term and be subject to a 5% uplift each Renewal Term. Client will pay all invoices within 30 days of the date of such invoice.

Signature Page to Follow.

Acceptance

By signing below, the parties are agreeing to be bound by Terms and Conditions found at: www.civicplus.help/hc/p/legal-stuff.

IN WITNESS WHEREOF, the parties have caused this SOW to be executed by their duly authorized representatives as of the dates below.

Client

CivicPlus

By:

By:

Name:

Name:

Title:

Title:

Date:

Date:

Contact Information

*all documents must be returned: Master Service Agreement, Statement of Work, and Contact Information Sheet.

Organization	URL	
Street Address		
Address 2		
City	State	Postal Code
CivicPlus provides telephone support for all trained clients from 7am –7pm Central Time, Monday-Friday (excluding holidays). Emergency Support is provided on a 24/7/365 basis for representatives named by the Client. Client is responsible for ensuring CivicPlus has current updates.		
Emergency Contact & Mobile Phone		
Emergency Contact & Mobile Phone		
Emergency Contact & Mobile Phone		
Billing Contact	E-Mail	
Phone	Ext.	Fax
Billing Address		
Address 2		
City	State	Postal Code
Tax ID #	Sales Tax Exempt #	
Billing Terms	Account Rep	
Info Required on Invoice (PO or Job #)		
Contract Contact	Email	
Phone	Ext.	Fax
Project Contact	Email	
Phone	Ext.	Fax

EXHIBIT A
Addendum to Agreement for Services Between
the Town of Trophy Club and CivicPlus, LLC

This Addendum to Agreement for Services (the “Addendum”) is attached to and hereby made a part of the Multiproduct – Statement of Work (“SOW”) to which this Addendum is attached, the Master Services Agreement (the “Agreement”), and the applicable Solution and Products Terms and Conditions (collectively, the “Binding Terms”) between the Town of Trophy Club, a Texas home-rule municipal corporation located in Denton County, Texas (“Town” or “Customer”), and CivicPlus, LLC (“CivicPlus”).

1. Texas Public Information Act. Notwithstanding any other provision to the contrary in the Binding Terms, all information, documents, and communications relating to the Binding Terms shall be subject to the Texas Public Information Act (“Act”) and any opinion of the Texas Attorney General or a court of competent jurisdiction relating to the Act.
2. Indemnity by Town. Customer is a Texas home-rule municipality operating in the exercise of its governmental functions. Accordingly, any and all provisions, terms, or conditions in the Binding Terms requiring Customer to defend or indemnify CivicPlus or any third-party from any and all costs, liabilities, penalties, sanctions, fines, or any other claims whatsoever, are void and of no effect to the extent they may obligate the Town to create an unconstitutional debt, and shall be construed as against public policy in accordance with the Texas Constitution and the laws of the State of Texas. Customer shall not be required to fund any obligations under the Binding Terms by the creation of a sinking fund.
3. Gift to Public Servant. Customer may terminate the Binding Terms immediately if CivicPlus has offered, or agreed to confer any benefit upon a Town employee or official that the Town employee or official is prohibited by law from accepting.
4. Governing Law and Venue. The Binding Terms shall be governed by and construed in accordance with the laws and court decisions of the State of Texas, without regard to conflict of law or choice of law principles of Texas, or of any other state or country. The obligations of the parties to the Binding Terms shall be performable in Denton County, Texas, and if legal action is necessary in connection with or to enforce rights under the Binding Terms, exclusive venue shall lie in Denton County, Texas.
5. Legal Construction. In case any one or more of the provisions contained in the Binding Terms shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of the Binding Terms, and the Binding Terms shall be considered as if such invalid, illegal, or unenforceable provision had never been contained in the Binding Terms.
6. Counterparts. The Binding Terms may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

7. Captions. The captions to the various clauses of the Binding Terms are for informational purposes only and shall not alter the substance of the terms and conditions of the Binding Terms.

8. Governmental Function(s) and Immunity.

A. Immunity retained. The Customer and CivicPlus hereby acknowledge and agree that Customer is entering into the Agreement in the performance of and pursuant to its governmental functions for the health, safety, and welfare of the citizens of the Town, the general public, and the State of Texas, and nothing contained in the Binding Terms shall be construed as constituting a waiver of the Customer's governmental immunity from suit or liability, which is expressly reserved to the fullest extent allowed by law.

B. Limited Waiver of Immunity. Notwithstanding any other provision to the contrary in the Binding Terms, the Customer and CivicPlus hereby acknowledge and agree that to the extent the Binding Terms are subject to the provisions of Subchapter I of Chapter 271, Texas Local Gov't Code, as amended, the Customer's immunity from suit is waived only as set forth in Subchapter I of Chapter 271, Texas Local Gov't Code.

C. Rights Retained. The Town expressly reserves its legislative and municipal police power in accordance with the laws of the state of Texas. Any provision, term, or condition in the Binding Terms requiring the Town to waive its rights under the Texas or Federal Constitution, or under any foreign law(s), or limiting the claims or remedies available to the Town, or requiring settlement of claims through binding mediation or arbitration are void and shall be given no effect.

9. Waiver of Attorney's Fees. The parties expressly covenant and agree that in the event of any litigation arising between the parties relating to the Binding Terms, each party shall be solely responsible for payment of its attorneys and that in no event shall either party be responsible for the other party's attorneys' fees regardless of the outcome of the litigation.

10. Controlling Document. In the event any term, condition, or provision of this Addendum conflicts with any term, condition, or provision of the Binding Terms, the terms, conditions, and provisions of this Addendum shall supersede and control the terms, conditions, and provisions of the Binding Terms.

11. Additional Verifications. To the extent required by Texas law, CivicPlus 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 Ch. 2271 and § 808.001 and it will not boycott Israel during the term of the Agreement; (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 Agreement; (4) It does not engage in scrutinized business operations with Sudan, Iran, or designated foreign terrorist organization as defined in Texas Government Code, Chapter 2270; and (5) It is not owned by or the majority of its stock or other ownership interest is held or controlled by i) individuals who are citizens of China, Iran, North Korea, Russia, or a designated country as defined by Texas Government Code § 2275.0101; or ii) a company or other entity, including a governmental entity, that is owned or controlled by citizens

of or is directly controlled by the government of China, Iran, North Korea, Russia, or a designated country; nor is it headquartered in China, Iran, North Korea, Russia, or a designated country.

12. Ethics Disclosure. To the extent required by law, CivicPlus represents that it has completed a Texas Ethics Commission (the “TEC”) form 1295 (“Form 1295”) generated by the TEC’s electronic filing application in accordance with the provisions of Texas Gov’t Code Ch. 2252.908 and the rules promulgated by the TEC. The parties agree that, with the exception of the information identifying the Town and the contract identification number, the Town is not responsible for the information contained in the Form 1295. The information contained in the Form 1295 has been provided solely by CivicPlus and the Town has not verified such information.

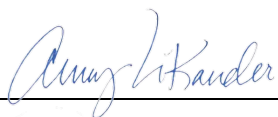
13. Prompt Payment Act. Customer shall pay CivicPlus the amounts due in accordance with the Texas Prompt Payment Act, Texas Gov’t Code Ch. 2251, and Customer shall be entitled to an offset or proration of service charges for a full calendar day if the services are unavailable to the Customer for a cumulative duration of at least four (4) hours during that calendar day. Despite any other provision to the contrary in the Binding Terms, interest, collections, and penalties related to overdue payment shall be governed by Subchapter B of Texas Gov’t Code Ch. 2251.

14. Tax Exempt; Annual Appropriations. Customer is tax exempt and shall not be subject to or pay for any charges for taxes under the Binding Terms. All payments by the Town under the Binding Terms, including any provision in the Binding Terms relating to penalties, overages, interest, collections, or any other additional costs, shall be subject to and conditioned upon the annual appropriation of public funding budgeted for the specific purposes of the Binding Terms in accordance with the Town Charter and Texas law. The Town shall make a good faith effort to appropriate funds in accordance with Texas law; however, in the event funds are not appropriated, the Binding Terms shall automatically terminate without regard for any renewal or other notice requirements in the Binding Terms.

EXECUTED to be effective on the date of signature of the SOW by Customer and CivicPlus.

CIVICPLUS, LLC
(“CivicPlus”):

THE TOWN OF TROPHY CLUB, TEXAS
(“Town” or “Customer”):

By: 

By: _____

Date: 12/23/24

Date: _____



TOWN COUNCIL COMMUNICATION

MEETING DATE: January 13, 2025

FROM: April Duvall, Director of Finance

AGENDA ITEM: Consider authorizing the Town Manager to negotiate and execute an updated master services agreement and consolidated statement of work between the Town of Trophy Club, TX, and Tyler Technologies, Inc., aligning all software services to a single annual expiration date of September 30, in the amount of \$59,975. (April Duvall, Director of Finance)

BACKGROUND/SUMMARY: The Town of Trophy Club currently holds a master services agreement (MSA) with Tyler Technologies, Inc., supported by multiple statements of work (SOWs) for various software solutions. Each SOW has distinct expiration dates and renewal terms, creating administrative and budgeting challenges. To enhance efficiency and simplify contract management, staff proposes consolidating all existing SOWs into a single, updated agreement. This consolidated agreement will standardize terms and align all services to a uniform expiration date of September 30 each year.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

FISCAL IMPACT: The proposed consolidation of all existing SOWs under a single, updated MSA with Tyler Technologies, Inc. will streamline management and budgeting by aligning all services to a common expiration date of September 30 each year. This adjustment was anticipated and included as part of the Town's annual budget, and no additional funding is required. As such, there is no fiscal impact beyond what was already approved in the FY 2025 Budget.

LEGAL REVIEW: Town Attorney, Dean Roggia, has reviewed the contract as to form and legality.

ATTACHMENTS:

1. ERP Pro Renewal Amendment
2. Enforcement Renewal Amendment

ACTIONS/OPTIONS:

Staff recommends that the Town Council move to authorize the Town Manager to negotiate and execute an updated master services agreement and consolidated statement of work between the Town of Trophy Club, TX, and Tyler Technologies, Inc., aligning all software services to a single annual expiration date of September 30, in the amount of \$59,975.



AMENDMENT

This amendment ("Amendment") is effective as of the date of signature of the last party to sign as indicated below ("Amendment Effective Date"), by and between Tyler Technologies, Inc. with offices at One Tyler Drive, Yarmouth, Maine 04096 ("Tyler") and the Town of Trophy Club, Texas, with offices at 1 Trophy Wood Drive, Trophy Club, Texas 76262 ("Client").

WHEREAS, Tyler and the Client are parties to an agreement dated August 25, 2021 ("Agreement"); and

THEREFORE, in consideration of the mutual covenants contained herein, Tyler and the Client agree as follows.

1. SaaS Term. The SaaS term(s) for the Tyler SaaS under the Agreement are hereby renewed for the periods and rates indicated in Exhibit 1 to this Amendment. Upon expiration of the terms set forth therein, the SaaS terms will renew automatically for additional one (1) year terms at our then-current SaaS Fees unless terminated in writing by either party at least sixty (60) days prior to the end of the then-current term. Notwithstanding the foregoing, for Tyler SaaS modules currently on a September 1 through August 31 term, the 2025-2026 renewal term shall cover the period September 1, 2025, through September 30, 2026, to align the term with the remaining Tyler SaaS modules. We will provide you notice of any increase in SaaS Fees no less than ninety (90) days prior to the commencement of the renewal term.
2. SaaS Fees. SaaS Fees are invoiced annually in advance of each respective renewal term. Upon expiration of the periods listed in Exhibit 1, your annual SaaS fees shall be at our then-current rates.
3. Users Limits. The SaaS fees may be based on user limits indicated in the Agreement. Should the number of users be exceeded, Tyler reserves the right to re-negotiate the SaaS fees based upon any resulting changes in the pricing categories.
4. This Amendment shall be governed by and construed in accordance with the terms and conditions of the Agreement.
5. All other terms and conditions of the Agreement shall remain in full force and effect.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, persons having been duly authorized and empowered to enter into this Amendment hereunto executed this Amendment effective as of the date last set forth below.

Tyler Technologies, Inc.

Town of Trophy Club, TX

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

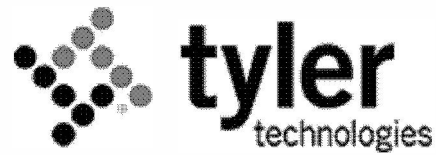
Date: _____

Date: _____



Exhibit 1
Renewal Pricing

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

**Remittance:**

Tyler Technologies, Inc.
(FEIN 75-2303920)
P.O. Box 203556
Dallas, TX 75320-3556

Invoice

Invoice No	Date	Page
025-472982	08/01/2024	1 of 1

Questions:

Tyler Technologies - Local Government
Phone: 1-800-772-2260 Press 2, then 2
Email: ar@tylertech.com

Bill To: TOWN OF TROPHY CLUB
ATTN: APRIL DUVALL
1 TROPHY WOOD DRIVE
TROPHY CLUB, TX 76262

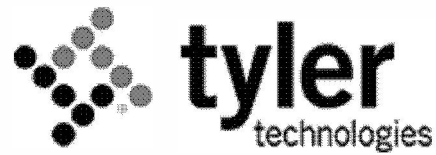
Ship To: TOWN OF TROPHY CLUB
ATTN: APRIL DUVALL
1 TROPHY WOOD DRIVE
TROPHY CLUB, TX 76262

Customer No.	Ord No	PO Number	Currency	Terms	Due Date
41661	194917		USD	NET30	08/31/2024
Date	Description	Units	Rate	Extended Price	
	EnerGov Business Management Suite - Subscription Fee	1	1,947.75	1,947.75	
	Maintenance: Start: 01/Sep/2024, End: 31/Aug/2025				
	Citizen Self Service - Business Management	1	1,024.80	1,024.80	
	Maintenance: Start: 01/Sep/2024, End: 31/Aug/2025				
	Citizen Self Service - Community Development	1	1,410.15	1,410.15	
	Maintenance: Start: 01/Sep/2024, End: 31/Aug/2025				
	Community Development (Formally PLM)	1	4,203.15	4,203.15	
	Maintenance: Start: 01/Sep/2024, End: 31/Aug/2025				
	GIS	1	2,460.15	2,460.15	
	Maintenance: Start: 01/Sep/2024, End: 31/Aug/2025				
	iG Workforce Apps	4	320.25	1,281.00	
	Maintenance: Start: 01/Sep/2024, End: 31/Aug/2025				

****ATTENTION****

Order your checks and forms from
Tyler Business Forms at 877-749-2090 or
tylerbusinessforms.com to guarantee
100% compliance with your software.

Subtotal	12,327.00
Sales Tax	0.00
Invoice Total	12,327.00

**Remittance:**

Tyler Technologies, Inc.
(FEIN 75-2303920)
P.O. Box 203556
Dallas, TX 75320-3556

Invoice

Invoice No	Date	Page
025-475692	09/01/2024	1 of 1

Questions:

Tyler Technologies - Local Government
Phone: 1-800-772-2260 Press 2, then 2
Email: ar@tylertech.com

Bill To: TOWN OF TROPHY CLUB
ATTN: APRIL DUVALL
1 TROPHY WOOD DRIVE
TROPHY CLUB, TX 76262

Ship To: TOWN OF TROPHY CLUB
ATTN: APRIL DUVALL
1 TROPHY WOOD DRIVE
TROPHY CLUB, TX 76262

Customer No.	Ord No	PO Number	Currency	Terms	Due Date
41661	200927		USD	NET30	10/01/2024
Date	Description	Units	Rate	Extended Price	
Cycle Start: 01/Oct/2024, End: 30/Sep/2025					
	Content Manager Annual Fees	1		\$8,900.85	
	Cycle Start: 01/Oct/2024, End: 30/Sep/2025				
	ERP Pro Financials Annual Fees	1		\$14,141.40	
	Cycle Start: 01/Oct/2024, End: 30/Sep/2025				
	ERP Pro Hosting Fees	1		\$3,370.50	
	Cycle Start: 01/Oct/2024, End: 30/Sep/2025				
	ERP Pro Utilities Annual Fees	1		\$10,800.30	
	Cycle Start: 01/Oct/2024, End: 30/Sep/2025				
	Municipal Justice Annual Fees	1		\$3,557.40	
	Cycle Start: 01/Oct/2024, End: 30/Sep/2025				

****ATTENTION****

Order your checks and forms from
Tyler Business Forms at 877-749-2090 or
tylerbusinessforms.com to guarantee
100% compliance with your software.

Subtotal	40,770.45
Sales Tax	0.00
Invoice Total	40,770.45

**Remittance:**

Tyler Technologies, Inc.
(FEIN 75-2303920)
P.O. Box 203556
Dallas, TX 75320-3556

Invoice

<i>Invoice No</i>	<i>Date</i>	<i>Page</i>
025-484542	10/21/2024	1 of 1

Questions:

Tyler Technologies - Local Government
Phone: 1-800-772-2260 Press 2, then 2
Email: ar@tylertech.com

Bill To: TOWN OF TROPHY CLUB
1 TROPHY WOOD DRIVE
TROPHY CLUB, TX 76262

Ship To: TOWN OF TROPHY CLUB
1 TROPHY WOOD DRIVE
TROPHY CLUB, TX 76262

<i>Customer No.</i>	<i>Ord No</i>	<i>PO Number</i>	<i>Currency</i>	<i>Terms</i>	<i>Due Date</i>
41661	203171	2024-495072-X5N6P4	USD	NET30	11/20/2024

Description**Extended Price**

Incode Annual SaaS Fees - AP Automation Capture with Disbursements (10/01/2024-09/30/2025)

4,298.00

Milestone Details**Description:**

AP Automation Capture with Disbursements

Contract Amount:

4,298.00

Percent Invoiced:

100 %

Amount Invoiced:

4,298.00

****ATTENTION****

Order your checks and forms from
Tyler Business Forms at 877-749-2090 or
tylerbusinessforms.com to guarantee
100% compliance with your software.

Subtotal 4,298.00

Sales Tax 0.00

Invoice Total 4,298.00



AMENDMENT

This amendment ("Amendment") is effective as of the date of signature of the last party to sign as indicated below ("Amendment Effective Date"), by and between Tyler Technologies, Inc. with offices at One Tyler Drive, Yarmouth, Maine 04096 ("Tyler") and the Town of Trophy Club, Texas, with offices at 1 Trophy Wood Drive, Trophy Club, Texas 76262 ("Client").

WHEREAS, Tyler and the Client are parties to a license and services agreement for Tyler's Enforcement Mobile (formerly Brazos) software dated September 23, 2021 ("Agreement"); and

THEREFORE, in consideration of the mutual covenants contained herein, Tyler and the Client agree as follows.

1. Maintenance and Hosting Term. The Maintenance and Hosting term for the Tyler Software under the Agreement is hereby renewed for the period and rates indicated in Exhibit 1 to this Amendment. Upon expiration of the terms set forth therein, the term will renew automatically for additional one (1) year terms at our then-current fees unless terminated in writing by either party at least sixty (60) days prior to the end of the then-current term. We will provide you notice of any increase in SaaS Fees no less than ninety (90) days prior to the commencement of the renewal term.
2. Maintenance and Hosting Fees. Maintenance and hosting fees are invoiced annually in advance of each respective renewal term. Upon expiration of the period listed in Exhibit 1, your annual fees shall be at our then-current rates.
3. This Amendment shall be governed by and construed in accordance with the terms and conditions of the Agreement.
4. All other terms and conditions of the Agreement shall remain in full force and effect.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, persons having been duly authorized and empowered to enter into this Amendment hereunto executed this Amendment effective as of the date last set forth below.

Tyler Technologies, Inc.

Town of Trophy Club, TX

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

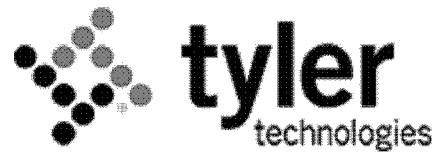
Date: _____

Date: _____



Exhibit 1
Renewal Pricing

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

**Remittance:**

Tyler Technologies, Inc.
(FEIN 75-2303920)
P.O. Box 203556
Dallas, TX 75320-3556

Invoice

<i>Invoice No</i>	<i>Date</i>	<i>Page</i>
130-149082	09/01/2024	1 of 1

Questions:

Tyler Technologies -

Phone: 1-800-772-2260 Press 2, then 5

Email: ar@tylertech.com

Bill To: TOWN OF TROPHY CLUB
1 TROPHY WOOD DRIVE
TROPHY CLUB, TX 76262

Ship To: TOWN OF TROPHY CLUB
1 TROPHY WOOD DRIVE
TROPHY CLUB, TX 76262

<i>Customer No.</i>	<i>Ord No</i>	<i>PO Number</i>	<i>Currency</i>	<i>Terms</i>	<i>Due Date</i>
41661	33223		USD	NET30	10/01/2024

<i>Date</i>	<i>Description</i>	<i>Units</i>	<i>Rate</i>	<i>Extended Price</i>
	Brazos Hosting Fee	1	644.96	644.96
	Cycle Start: 01/Oct/2024, End: 30/Sep/2025			
	REF - License - PDA	6	196.80	1,180.80
	Cycle Start: 01/Oct/2024, End: 30/Sep/2025			
	Task: Code Enforcement	1	753.01	753.01
	Cycle Start: 01/Oct/2024, End: 30/Sep/2025			

****ATTENTION****

Order your checks and forms from
Tyler Business Forms at 877-749-2090 or
tylerbusinessforms.com to guarantee
100% compliance with your software.

Subtotal 2,578.77

Sales Tax 0.00

Invoice Total 2,578.77



TOWN COUNCIL COMMUNICATION

MEETING DATE: January 13, 2025

FROM: Denise Deprato, Director of Human Resources

AGENDA ITEM: Consider a resolution approving the termination of the Metlife 457 Deferred Compensation Plan (Plan Number 1014964-01). (Denise Deprato, Director of Human Resources)

BACKGROUND/SUMMARY: The Town offers a comprehensive benefits package to its employees, including a voluntary 457 Deferred Compensation Plan designed to support retirement planning. The Town previously contracted with MetLife for 457 services but transitioned to Mission Squared for these services. Employees who had MetLife accounts were allowed to retain and continue contributing to their accounts. However, as of October 2024, all remaining funds were withdrawn from the Town's MetLife 457 Plan, and no further contributions have been made by employees. To streamline the benefits management process, it is recommended that the Town formally terminate the MetLife 457 Deferred Compensation Plan (Plan Number 1014964-01).

BOARD REVIEW/CITIZEN FEEDBACK: N/A

FISCAL IMPACT: There is no financial impact associated with this agenda item.

LEGAL REVIEW: Town Attorney, Dean Roggia, has reviewed the resolution as to form and legality.

ATTACHMENTS:

1. Resolution

ACTIONS/OPTIONS:

Staff recommends that the Town Council move to approve the resolution approving the termination of the Metlife 457 Deferred Compensation Plan (Plan Number 1014964-01).

**TOWN OF TROPHY CLUB
RESOLUTION NO. 2025-XX**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF TROPHY CLUB, TEXAS, APPROVING THE TERMINATION OF THE METLIFE 457 DEFERRED COMPENSATION PLAN (PLAN NUMBER 1014964-01); AUTHORIZING THE TOWN MANAGER TO TAKE ALL NECESSARY ACTIONS TO IMPLEMENT THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Trophy Club (the “Town”) is a home rule municipality acting under its charter adopted by the electorate pursuant to Article XI, Section 5, of the Texas Constitution and Chapter 9 of the Texas Local Government Code; and

WHEREAS, the Town offers a comprehensive benefits package to its employees, including a voluntary 457 Deferred Compensation Plan to assist with retirement savings; and

WHEREAS, the Town previously contracted with MetLife to administer the 457 Deferred Compensation Plan (Plan Number 1014964-01), but has since transitioned to Mission Squared for the administration of these services; and

WHEREAS, employees with MetLife accounts were permitted to retain their accounts and continue making contributions following the transition to Mission Squared; and

WHEREAS, as of October 2024, all remaining funds have been withdrawn from the MetLife 457 Deferred Compensation Plan (Plan Number 1014964-01), and no further contributions have been made by employees; and

WHEREAS, the Town desires to streamline its benefits management program and reduce administrative complexity of managing multiple plans;

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF TROPHY CLUB, TEXAS, THAT:

Section 1. The Town Council hereby authorizes the termination of the MetLife 457 Deferred Compensation Plan (Plan Number 1014964-01).

Section 2. The Town Manager or the Town Manager’s designee is hereby authorized to take all necessary actions to implement this Resolution, including taking steps to formally close the MetLife 457 Deferred Compensation Plan (Plan Number 1014964-01).

Section 3. This Resolution shall take effect from and after its date of passage in

accordance with law.

PASSED AND APPROVED by the Town Council of the Town of Trophy Club, Texas, on this 13th day of January 2025.

Janette Tiffany, Mayor

ATTEST:

Tammy Dixon, Town Secretary

APPROVED TO AS FORM:

Dean Roggia, Town Attorney



TOWN COUNCIL COMMUNICATION

MEETING DATE: January 13, 2025

FROM: Patrick Arata, Chief of Police

AGENDA ITEM: Consider an ordinance of the Town of Trophy Club amending Appendix A “Fee Schedule,” Article A1.000 “General Provisions,” Section A1.006 “Animal Control,” Subsection (a) “Impound Fee,” of the Code of Ordinances. (Patrick Arata, Chief of Police)

BACKGROUND/SUMMARY: The Town Council reviewed a proposed ordinance in August 2024 encompassing two components: amendments to the fee schedule for animal impoundment and updates to the Code of Ordinances regarding the disposition of unclaimed animals. At that time, the Council deferred the item, requesting the development of a policy for review by the Animal Shelter Advisory Board (ASAB).

Following their review, the ASAB tabled further discussion on the entire ordinance composed of the two items. However, the ASAB at its December 11, 2024 meeting voted to recommend moving forward with a new ordinance focusing exclusively on amending the fee schedule for animal impoundment, leaving updates to the disposition of unclaimed animals for future consideration.

Trophy Club's impound fee for pet owners to reclaim their pets is currently \$10. The ASAB reviewed the need to increase this fee, particularly for repeat offenders, to enhance the animal control officer's ability to enforce regulations and engage with pet owners more effectively. After evaluating models from Keller and Flower Mound, the Board unanimously voted to recommend adopting the Flower Mound model. Under this model, fees to redeem an impounded animal start at \$25 for the first offense and increase by \$10 for subsequent offenses within a 12-month period, with a maximum fee of \$65 per occurrence. An additional \$8 per day boarding fee will apply, along with a \$10 per day fee if the animal has not been vaccinated for rabies.

BOARD REVIEW/CITIZEN FEEDBACK: The Animal Shelter Advisory Board unanimously recommended approval of the ordinance at its December 11, 2024 meeting.

FISCAL IMPACT: The animal shelter has taken in 20 dogs over the past year, with five of these being repeat animals. The current fee is \$10.00 per incident. The proposed fee adjustment will align the animal shelter's fees with current standards and introduce a deterrent for repeat animals. This change will not only ensure consistency with prevailing rates but also help reduce the recurrence of incidents, ultimately benefiting both the shelter and the community.

LEGAL REVIEW: Town Attorney, Dean Roggia, has reviewed the ordinance as to form and legality.

ATTACHMENTS:

1. Ordinance

ACTIONS/OPTIONS:

Staff recommends that the Town Council move to approve the ordinance of the Town of Trophy Club amending Appendix A “Fee Schedule,” Article A1.000 “General Provisions,” Section A1.006 “Animal Control,” Subsection (a) “Impound Fee,” of the Code of Ordinances.

**TOWN OF TROPHY CLUB, TEXAS
ORDINANCE NO. 2025-xx**

AN ORDINANCE OF THE TOWN OF TROPHY CLUB, TEXAS, AMENDING APPENDIX A “FEE SCHEDULE,” ARTICLE A1.000 “GENERAL PROVISIONS,” SECTION A1.006 “ANIMAL CONTROL,” SUBSECTION (A) “IMPOUND FEE,” OF THE CODE OF ORDINANCES, TOWN OF TROPHY CLUB, TEXAS; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE AND A SEPARATE OFFENSE SHALL BE DEEMED COMMITTED EACH DAY DURING OR ON WHICH A VIOLATION OCCURS OR CONTINUES; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Trophy Club, Texas (the “Town”) is a home rule municipality acting under its charter adopted by the electorate pursuant to Article XI, Section 5 of the Texas Constitution and Chapter 9 of the Local Government Code; and

WHEREAS, the Town Council of the Town of Trophy Club (“the Town Council”), under Chapter 826 of the Texas Health and Safety Code, has the legal authority and power to adopt and amend ordinances that regulate animals and impoundment fees within the Town’s incorporated limits; and

WHEREAS, the Town Council has previously adopted regulations governing the impoundment of animals and impoundment fees in the Town; and

WHEREAS, the Town of Trophy Club Animal Shelter Advisory Board (the “Board”) has recommended certain revisions to Appendix A, Fee Schedule, regarding Impound Fees of the Code of Ordinances, Town of Trophy Club, Texas; and

WHEREAS, the Board’s recommendations were presented in an open and properly noticed meeting of the Town Council on January 13, 2025; and

WHEREAS, the Town Council finds and determines that the Board’s recommended revisions to Appendix A are reasonable and necessary for the protection of the public’s health, safety, and welfare.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF TROPHY CLUB, TEXAS, THAT:

**SECTION 1.
INCORPORATION OF PREMISES**

The above and foregoing premises are true and correct and are incorporated herein and made a part hereof for all purposes.

SECTION 2.

The Code of Ordinances, Town of Trophy Club, Texas, Appendix A, "Fee Schedule," Article A1.000 "General Provisions," Section A1.006 "Animal Control," Subsection (a) is hereby amended to read as follows:

“(a) The owner of an impounded domestic animal not under quarantine will pay the following fees in order to redeem such animal; provided, however, the fees shall be waived for the first impoundment of an animal fostered by a residential foster owner upon presentation of documentation that the animal has been placed in the foster care of the foster owner by a humane society:

- | | | |
|-----|---|---------|
| (1) | First impoundment within one year | \$25.00 |
| | Second impoundment within one year | \$35.00 |
| | Third impoundment within one year | \$45.00 |
| | Fourth impoundment within one year | \$55.00 |
| | Each additional impoundment within one
year of first impoundment | \$65.00 |
- (2) The term “year” as used in this subsection shall refer to any consecutive twelve (12) month period.
- (3) A boarding charge of \$8.00 per day will be added to the above amount before redemption of the animal.
- (4) Any person claiming any animal that has not been vaccinated for rabies as required by the Texas Administrative Code, title 25, part 1, chapter 169 shall pay the appropriate impoundment fee, plus \$10.00 per day for boarding. Upon release of the animal, the owner has ten (10) days to provide the animal control officer written proof signed by a licensed veterinarian that the animal has been vaccinated for rabies. If the animal control officer has not received written proof of the vaccination for rabies, the owner is in violation of Chapter 2 “Animal Control” and subject to the penalties prescribed in Section 2.01.002.”

**SECTION 3.
CUMULATIVE**

This Ordinance shall be cumulative of all other provisions of ordinances of the Town, except where the provisions of this Ordinance are in direct conflict with the provisions of such ordinances, in which event, the conflicting provisions of such ordinances are hereby repealed.

SECTION 4. SEVERABILITY

It is hereby declared to be the intention of the Town Council that the phrases, clauses, sentences, paragraphs, and sections of this Ordinance are severable, and if any phrase, clause, sentence, paragraph, or section of this Ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs, and sections of this Ordinance, since the same would have been enacted by the Town Council without the incorporation in this Ordinance of any such unconstitutional phrase, clause, sentence, paragraph or section.

SECTION 5. PENALTY

It shall be unlawful for any person to violate any provision of this Ordinance, and any person violating or failing to comply with any provision hereof shall be fined, upon conviction, in an amount not less than One Dollar (\$1.00) nor more than Two Thousand Dollars (\$2,000.00), and a separate offense shall be deemed committed each day during or on which a violation occurs or continues.

SECTION 6. SAVINGS

All rights and remedies of the Town are expressly saved as to any and all violations of the ordinances of the Town that have accrued at the time of the effective date of this Ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances, same shall not be affected by this Ordinance, but may be prosecuted until final disposition by the courts.

SECTION 7. PUBLICATION

The Town Secretary of the Town of Trophy Club is hereby directed to publish the caption and penalty clause of this Ordinance as required by Section 3.16 of the Town's Charter.

SECTION 8. EFFECTIVE DATE

This Ordinance shall become effective from and after its date of adoption and publication as provided by law, and it is so ordained.

PASSED AND APPROVED ON THIS 13TH DAY OF JANUARY 2025.

Jeannette Tiffany, Mayor

ATTEST:

Tammy Dixon, Town Secretary

APPROVED AS TO FORM:

Dean Roggia, Town Attorney



TOWN COUNCIL COMMUNICATION

MEETING DATE: January 13, 2025

FROM: Chase Ellis, Director of Parks & Recreation

AGENDA ITEM: Consider accepting the 2025 Parks Maintenance Plan that outlines tree care within the Town of Trophy Club. (Chase Ellis, Director of Parks & Recreation)

BACKGROUND/SUMMARY: As a proud Tree City USA member for the past 25 years, the Town of Trophy Club remains committed to the care and management of the community's trees. Each year, the Parks Board convenes to review, discuss, and plan for the maintenance and enhancement of the Town's urban forest. This meeting aligns with the standards set forth by the Arbor Day Foundation to maintain the Town's Tree City USA designation.

Tree City USA Standards

To retain membership in the Tree City USA program, the Town meets the following four core standards:

1. A Tree Board or Department

- The Town has an established Parks Board responsible for advising and overseeing tree-related policies and initiatives.

2. A Tree Care Ordinance

- The Town enforces local regulations designed to protect and manage trees on public property effectively.

3. A Community Forestry Program With an Annual Budget

- The Town allocates resources annually to ensure proper tree care, planting, and maintenance.

4. An Arbor Day Observance and Proclamation

- The Town hosts an annual Arbor Day event, reaffirming its commitment to urban forestry and engaging the community in tree planting and awareness activities.

BOARD REVIEW/CITIZEN FEEDBACK: The Parks & Recreation Board, acting as the Tree Board, recommended approval of the 2025 Parks Maintenance Plan to the Town Council at its December 16, 2024 Board Meeting.

FISCAL IMPACT: \$10,000 has been allocated within the Parks & Recreation Department Budget for the care, planting, and removal of dead or diseased trees.

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Parks Maintenance Plan 2025

ACTIONS/OPTIONS:

Staff recommends that the Town Council move to accept the 2025 Parks Maintenance Plan that outlines tree care within the Town of Trophy Club.

Parks Maintenance Plan 2025



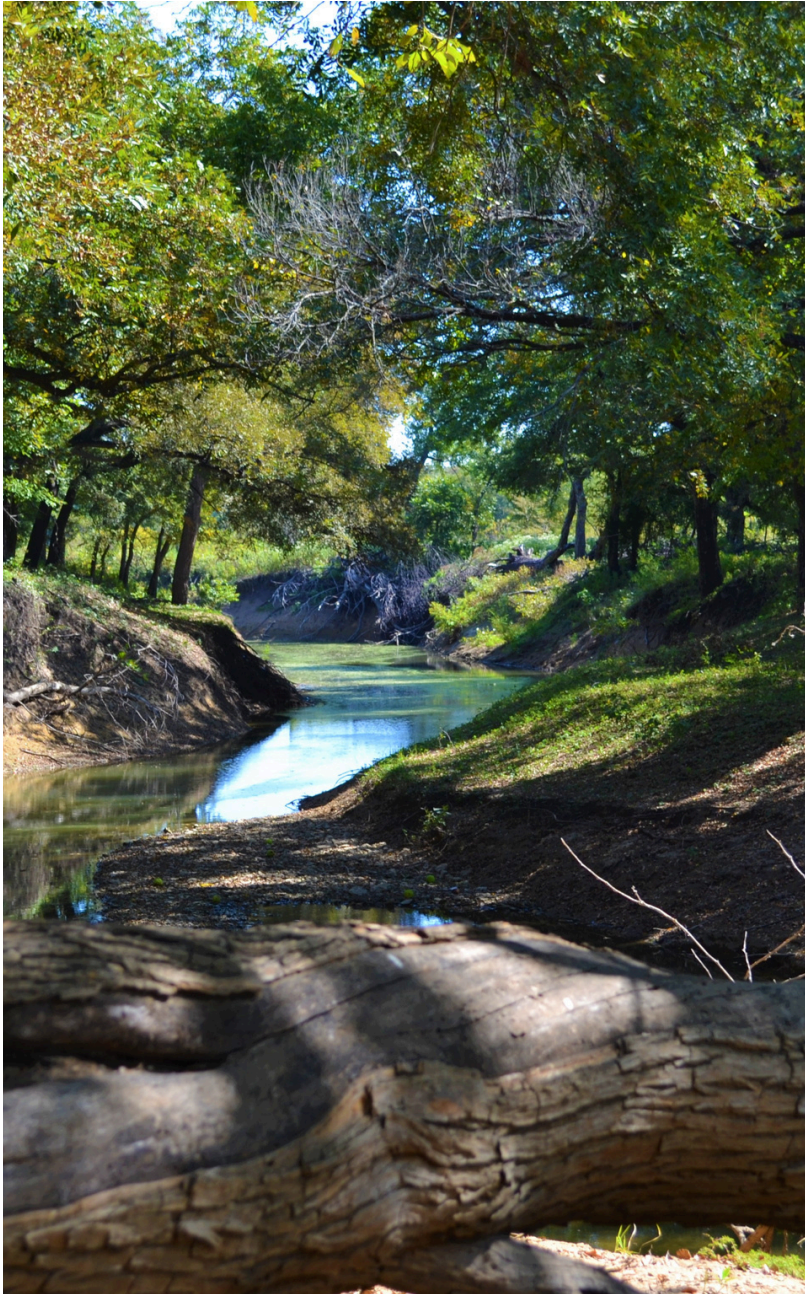


TABLE OF CONTENTS

02 **Acknowledgments**

03 **Introduction**

05 **Method**

06 **How To Use**

09 **Equipment / Amenities Maintenance**

Park Maintenance Standards by Park / Facility

11 Independence Park

15 Harmony Park

17 Freedom Dog Park

19 Lakeview Park

Special Use / Linear Parks & Trails

21 Trophy Club Park

23 Right-Of-Way & Medians

25 **Contractor Ground Maintenance**

26 **Field Closure Maintenance**

27 **Summary**

ACKNOWLEDGMENTS

Brandon Wright
Town Manager

Chase Ellis
Director of Parks & Recreation

Jorge Guzman
Parks Superintendent



**Town of Trophy Club
Parks & Recreation**
Administrative Offices
Town Hall
1 Trophy Wood Drive
Trophy Club, TX 76262



INTRODUCTION

In 2012, city parks and recreation staff recognized that there was a need to better understand the current park/facility maintenance operations. This understanding was necessary in order to better plan for future growth and improvement of the park and open-space system. Routine-recurring maintenance is an essential piece in achieving the Town's goals. This document should be used to not only better understand the status- quo but also used as a tool to improve maintenance standards and work efficiencies and to plan for the future growth of Trophy Clubs park and recreation system.

A secondary objective that this document achieves is the establishment of a reference for maintenance field personnel to use when needed. It is important that field personnel who perform maintenance tasks can easily and clearly interpret the plan. This interpretation can directly result in budget and workforce efficiencies. Staff may be able to more easily plan for replacement expenses as well as capital expenses. In order to clearly document the current annual maintenance activities, a table format was chosen. This format is explained further in the "Method" and "How to Use This Document" sections. The table format provides readily accessible information in column form which can be used to determine the following:

- New or improved maintenance standards
- Tasks necessary to achieve the standards
- Personnel requirements to carry out the plan
- Supply and material requirement
- Equipment requirements
- Maintenance task frequencies and time estimates for maintenance scheduling purposes
- Appropriateness of maintenance work to be done "in-house" or by contract
- A basis for maintenance budget requests



General Thoughts on Maintenance

In many public park surveys across the country, maintenance is often an element of the park systems that is overlooked when adequate maintenance is provided; however, when routine maintenance tasks are neglected, maintenance can quickly become a priority issue for park users. For this reason an adequate maintenance program can become inadequate without warning and result in safety issues or complaints before it is addressed. The trick for municipal governments is to allocate necessary support and resources to their maintenance program before that critical point of inadequacy. Many municipalities put in place a system that provides routine park/facility inspections and evaluates maintenance standards. These reports can be completed on an annual basis or in anticipation of capital expenditures that incur additional maintenance costs.

Although regular inspections are effective in evaluating park/facility conditions, they often cannot ensure that issues are recognized in a timely fashion. The early detection of a safety hazard like faulty playground equipment or offensive graffiti on a park bench may go unnoticed for weeks or months. This time gap could create a liability for municipalities. Many municipalities are beginning to close this time gap and reduce liability through the use of technology and crowd-sourcing techniques.

Maintenance Budgets

Municipal Maintenance Budgets are often difficult to estimate. This fact is primarily due to the intangible nature of maintenance tasks and the difficulty in estimating annual equipment failure, natural disasters, vandalism, etc. Although some municipalities have insurance or emergency funds allocated for these types of equipment failures, others solely rely on maintenance budgets to fund emergency occurrences. The result is often an over-worked maintenance staff and a compromised standard of care.

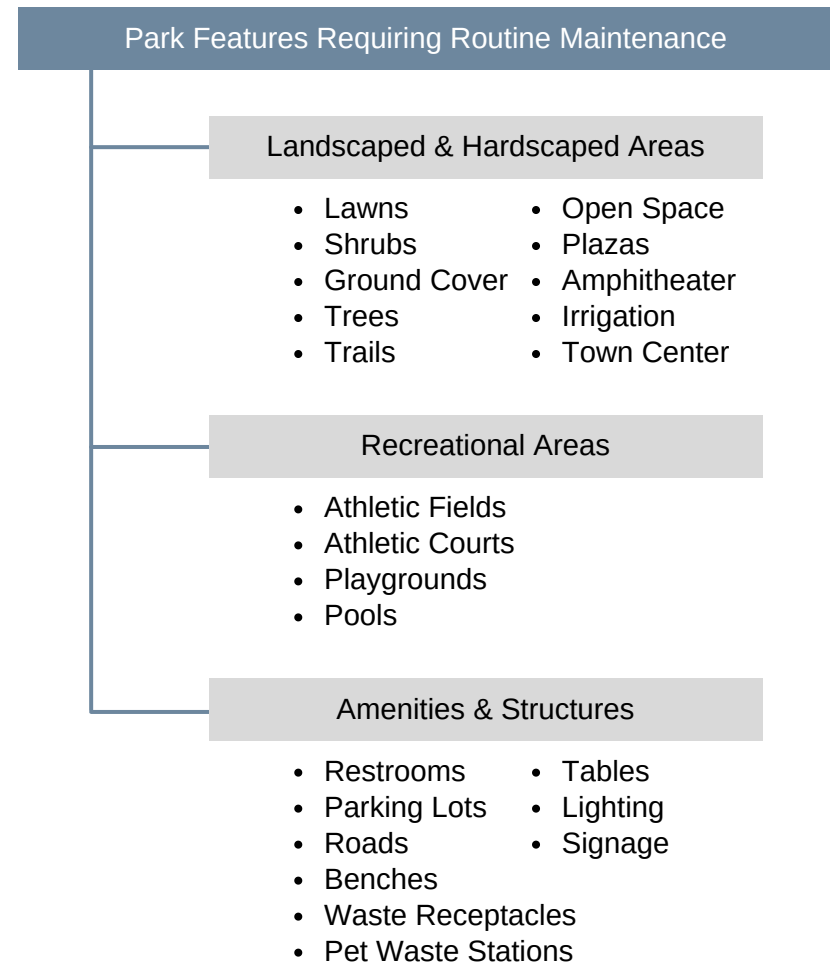
The primary method of determining the maintenance budget for most municipalities is to rely on the overall effectiveness of the previous year's budget. This method is typically adequate; however, it is vulnerable to unnecessary reductions if the party responsible for determining the budget is not adequately informed. This information includes the crucial role that maintenance plays in the city's parks and recreation facilities. The facilities provide a healthy and safe environment for a dynamic recreational experience for all citizens and patrons.

Organizational Structure

The Town of Trophy Club Parks and Recreation Department has several maintenance groups that work in teams and individually. The current work flow is shown in the organizational flow chart below. This staff oversees and manages all routine maintenance tasks and unplanned maintenance needs that arise on a daily basis. The routine maintenance tasks are well documented for each facility; however, the unplanned maintenance tasks have not been documented. It is important that the effort and employee-hours associated with those maintenance tasks are documented in the future to correctly and efficiently increase resource allocation.

Maintenance Staff Areas of Responsibility

The following flow chart illustrates the basic responsibilities for which the Town of Trophy Clubs Park and Recreation maintenance groups are responsible.



METHOD

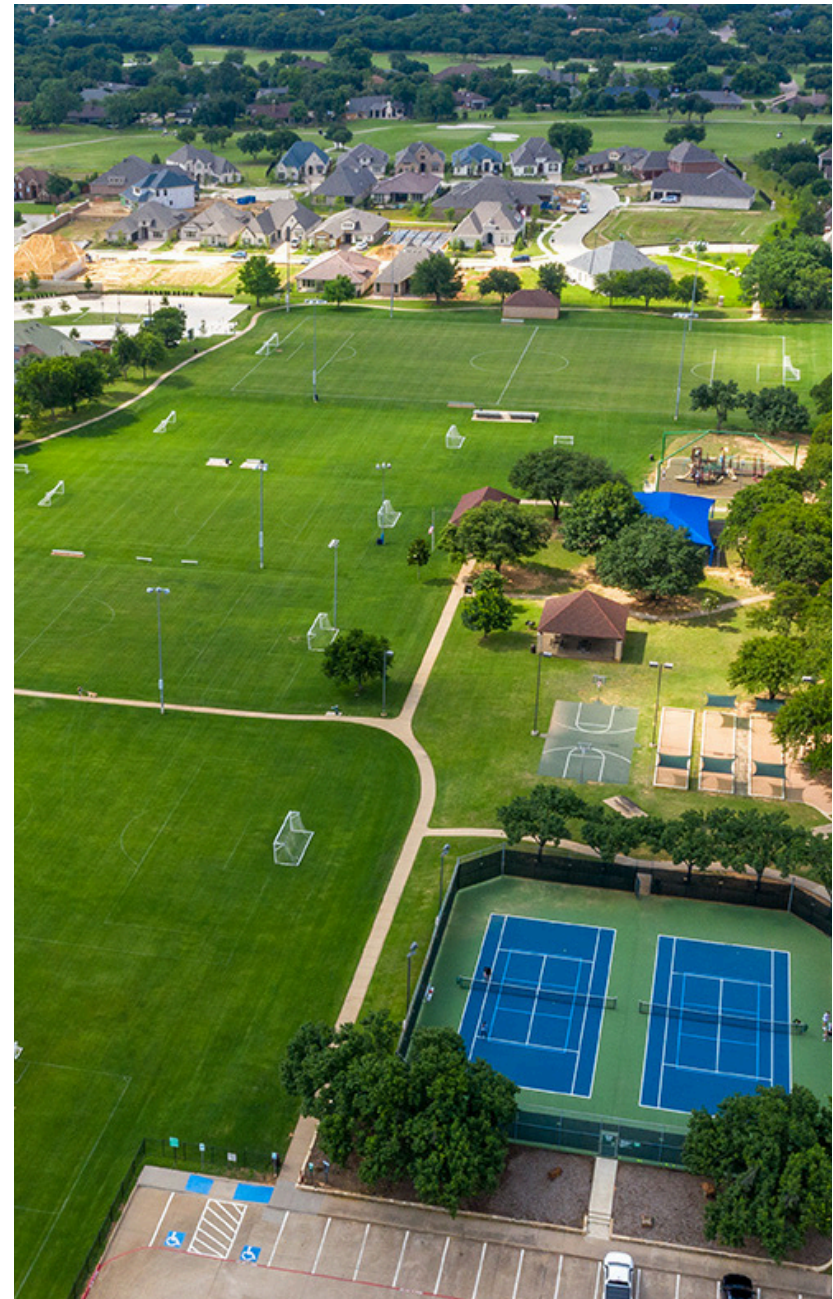
A good understanding of the current city maintenance staff organizational structure and workflow was needed in order to determine the best format in which all routine maintenance tasks could be clearly and efficiently documented.

Research was conducted on a number of other successful maintenance plans and maintenance standards within Texas and the US. Internal evaluations were done on each of these maintenance plans. Successful maintenance plan techniques and practices were noted and conceptually applied to the needs of the Town of Trophy Club.

A specific maintenance plan format was chosen. The Town of Trophy Club Parks and Recreation Department has chosen a “table” maintenance plan format based on its ease of use and cost of development compared to other maintenance plan formats. The table format is short and simple and provides the necessary guidance for competent maintenance personnel to do the routine-recurring work necessary to minimize deterioration. The table format also allows for simple and frequent updates as the maintenance plan changes and/or grows.

The tables were created for each park and left blank. The blank tables were taken by each of the maintenance teams, and annual maintenance standards were filled in for each park based on past experience and current tasks.

The summary section of this document offers some evaluation of the overall current maintenance system and provides some things to consider as future maintenance planning continues but does comment on current standards, evaluate task efficiencies, or measure current performance in any way. This data in this document is based on detailed past and current maintenance staff records.



HOW TO USE THIS DOCUMENT

The maintenance plan is divided into maintenance standards by facility. Each facility currently maintained by the Town of Trophy Club is addressed separately. There are two pages dedicated to each facility. On the left-hand page, the facility name, location, aerial map, and list of amenities will be shown. On the right-hand page, there is a detailed tabulation of each facility's maintenance activities and standards listed in the example format shown below. The table is read from left to right and begins with the first column, "Maintenance Standards." See table below for a brief description of each column.

Maintenance Standards	Routine Maintenance Tasks	Procedures For Maintenance	Frequency	Calendar												Personnel	Materials and Consumable Supplies	Equipment	Task-Time Estimate (hrs)	Man-Hours	Annual Task- Time Hours	Annual-Man Hours
"Standards" must clearly and accurately describe conditions that should exist following maintenance work.	Use terms such as the following to describe "tasks". Clean, lubricate, ad- just, paint, remove litter, remove trash, plant, fertilize, water, mow, etc.	"Procedures" are descriptions of HOW TO DO the maintenance "tasks" and should cover things such as: Soil and turf improvement, care of lawns, trees, shrubs, Indoor and outdoor recreation surfaces, floors, walls, windows, roofs. Housekeeping tasks.	Daily, Biannual, Annually, Cyclical Periods exceeding one year, etc.	J	F	M	A	M	J	J	A	S	O	N	D	Optimum (minimum) personnel required to do the job, with indication of technical skills required i.e., grounds person, carpenter, electrician, plumber, or specialist crew. Information from labor estimating guide. Preferably developed from in-house historical records.	Fertilizer and seed quantity. Cleaning agent and supplies, lubricants, paint=type, etc.	Trim mower, housekeeping equipment, blower, vacuum, motorized equipment, type and size.	Time for completion based upon in-house historical records, workload, cost tracking data, job sampling, or time estimating guides developed elsewhere. Total task-time hours recorded in this column.	A man hour represents one hour of work by one person. This column represents the man hours for the particular task (Personnel) X (Task-Time).	This column represents the total hrs required for each task each year. (Task-Time) X (Frequency of Task).	This column represents the total annual man hours for each individual task. (Man-Hours) X (Frequency of Task) OR (Annual Task Time Hours) X (Personnel).
EXAMPLE: Baseball Complex																						
Fields, outfields, dugouts, and spectator areas free of debris and trash.	Remove debris and trash.	Remove debris and trash by systematically walking the area. Empty all trash receptacles.	Daily				X	X	X	X	X					2		2 stick punches, 2 shoulder bags	1	2	108	216
Infield smooth with 15" slope from mound to outfield grass at start of each season.	Truck in soil and grade.	Dump soil at pitcher's mound and drag/spread toward base lines. Anchor pitcher's rubber at proper height.	Annually		x						x					2	Approx. 10 yds 60%-40% sand/ soil mix. Turf	Dump truck, tractor w/ box blade, drag mat, rake, hoe, shovel	24	48	24	48
Infield surface free of holes including batter's box.	Fill holes.	Add extra soil, rake, and tamp firm.	Daily before games		x	x	x	x	x	x	x	x	x			1	Extra soil	Tractor w/ box blade, drag mat, rake, shovel, tamper	0.5	0.5	54	54
Infield smooth and surface consistent.		Drag infield by circling pitcher's mound and rotating in from base lines.	Daily before games		x	x	x	x	x	x	x					1		Tractor w/ drag mat	0.5	0.5	65	65
Infield free of blowing dust.	Drag infield.		Daily before games		x	x	x	x	x	x	x					1		Tractor w/ drag mat	0.5	0.5	54	54
Wet infield to minimize dust and loss of soil due to wind.	Wet infield.	Dampen infield surface with hose spray or broadcast calcium chloride.	Daily before games			x	x	x	x	x						1	Calcium chloride	Hose w/ nozzle, broadcast spreader	0.5	0.5	54	54

EQUIPMENT & AMENITY MAINTENANCE

Investing in quality maintenance standards add years to the life of equipment and save thousands of public capital dollars. When only considering the initial construction costs of new equipment, operation and maintenance budgets often suffer from the risk of unanticipated and unplanned maintenance, demolition, and disposal costs.

A growing trend among recreation professionals is using some variety of “life-cycle cost” estimation before a new piece of equipment is added or a new facility/park is constructed. Life-cycle costing is estimating the actual cost of owning and operating a given facility from initial design until it is no longer cost-effective to maintain. (Once these costs are estimated, facility managers or maintenance managers allocate funding before construction begins to manage the long-term costs of facility ownership.



Playground Equipment Maintenance

Playgrounds can be a significant portion of the initial construction costs of a new or renovated facility/park. Understanding the life-cycle costs of each playground in the Town of Trophy Club is important in estimating current operation and maintenance budgets as well as anticipating future capital improvement costs when the equipment is ready to be replaced. It is important to first estimate the design lifespan of a playground to understand how many years the city will be maintaining a piece of equipment and understand when it will require capital funds to replace it. The design lifespan can be difficult to predict due to many variables, such as manufacture quality, material type, installation techniques, amount and intensity of sun and rain exposure, intensity of use, and frequency of maintenance and repair. With that understanding it may be important to evaluate each playground and its individual equipment frequently to determine a more accurate equipment lifespan estimate. Typical playground equipment is generally estimated to have a lifespan of 10-15 years (Eager, 2007).

One simple method of estimating life-cycle maintenance costs is to calculate the annual maintenance costs for one existing playground in the park system and then add an additional percentage for the different equipment and surfacing needs of the playground. Take the estimated cost plus the percentage and then multiply it by the number of years that facility is supposed to last.

FORMULA: [estimated cost of one year's maintenance for an existing playground(x)] + [percentage increase for expense of materials (.25x)]X [life expectancy of playground in years] = [life-cycle maintenance cost]

Another maintenance cost estimate option is to allocate 2% to 4% of the current replacement value (what it would cost in current dollars to completely replace that facility).

Life-Cycle Cost

The table below illustrates two models of life-cycle costing:

The first model allocate a fund amount (an endowment) expected to cover the cost of maintenance for the expected life of the project. At the end of that period, all funds will be depleted.

The second model sets aside a calculated fund amount (an endowment) – where the earned interest from the fund is adequate to cover annual maintenance. A portion of the earned income is retained and reinvested to address projected annual increases (Cost of Living Adjustment – COLA/Consumer Price Index – CPI) in costs associated with maintenance. With the second model, at the end of the expected life cycle, the original endowment fund is preserved.

The preserved fund balance could be used to secure additional funding for the total replacement of the structures with partial bankroll from the original endowment.



LIFE-CYCLE COST METHOD	LIFE-CYCLE COST METHOD #1	LIFE-CYCLE COST METHOD #2
INITIAL COST OF NEW PLAYGROUND	\$50,000	\$50,000
LIFE-CYCLE COST FACTORS	One year's maintenance cost for similar playground (\$2,000 in labor and materials) multiplied by 30% cost increase for accessible playground features (.30) + initial yearly maintenance cost estimate multiplied by # years life expectancy of playground (15/years projected)	If the annual maintenance cost is \$2,000, then how much money must be in the bank to earn more than that annually in interest?
THE FORMULAS	$\$2,000 * 1.30 = \$2,600 * 15/\text{yrs} = \$39,000$. Traditional annual cost increases for maintenance labor and materials are NOT factored in this equation. This fund is fixed in the year in which the funds were raised, and it only increases based on how it is invested and with the entity controlling and dispersing the funds.	\$67,500 invested @ 4% annual interest yields \$2,700 in total yearly inter- est. Using only 75% of the earned interest to allow for expected yearly CPI/ COLA increases provides 2,025 ($\$2,700 * .75 = \$2,025$) to pay for annual maintenance costs of the new playground.
LIFE-CYCLE COST TO BE ADDED TO INITIAL CONSTRUCTION COST	\$39,000 (life cycle cost) + \$50,000 (the initial cost of the playground) = \$89,000	\$67,500 (life cycle cost) + \$50,000 (the initial cost of playground) = \$117,500
TOTAL COST OF PLAYGROUND (construction + life-cycle maintenance costs)	\$89,000-\$50,000 for the initial construction of the playground + \$39,000 invested as the set-aside to pay for maintenance over the next 15 years.	\$117,500-\$50,000 for the initial construction of the playground + \$67,500 invested as the set aside to pay for maintenance over the next 15 years.

Playground Equipment Replacement Chart

The following chart is to be used as a suggested guide only. Although some experts cite the life of a playground between 10-15 years, this rule is not final. There are many factors that contribute to the life of playground equipment as mentioned previously. The only way to ensure that equipment is appropriately replaced is by conducting regular inspections by a certified inspector and communicating with manufacture representatives if any questions or issues with equipment arise.

Park/Facility	Playground Equipment Intended Use Age	Vendor - Order Number	Date Installed	Suggested Date to Inspect and Consider Replacement
Harmony Park	5 to 12 Years	Playword Systems	02/2016	Daily inspection
Harmony Park	2 to 12 Years	Gametime	2019	Daily inspection
Freedom Dog Park	2 to 12 years	Playword	08/2013	Daily inspection
Independence West Park	2 to 12 years	Total recreation	11/2021	Daily inspection



Scoreboard Replacement Chart

Investments in the Town of Trophy Clubs organized athletic facilities have consistently shown to be advantageous to the overall economy of the city. (Legible and functioning scoreboards are an important amenity that allows for proficient/competitive play and attracts recreational organizations from across the metroplex and state for recreational organizations across the metroplex, the state, and nationally. The following chartlists all facilities with scoreboards and the replacement schedule for each.

Park/Facility	Number of Scoreboards	Date Installed	Suggested Date to Inspect and Consider Replacement
Independence West	4	2012	2 times / Annually
Independence East	3	2010	2 times/ Annually

Shade Structure Replacement Chart

In Texas, shade is an essential part of any safe and enjoyable outdoor public space. A municipality's investment in shade can mean the difference in a well-liked/well-used park and an empty/unpopular park. The following chart lists all parks/facilities with a shade structure and the replacement schedule for each shade structure. The chart assumes a 10-15 year replacement schedule.

Park/Facility	Vendor	Date Installed	Suggested Date to Inspect and Consider Replacement
Harmony Park	Cunningham Associates	2023	10 to 15 years
Trophy Club Park	Cunningham Associates	2023	10 to 15 years
Freedom Dog Park	Playword	2013	10 to 15 years
Independence West Park	Total Recreation	2019	10 to 15 years



INDEPENDENCE PARK

500 Parkview Drive
Trophy Club, TX 76262

Inventory

- (7) Baseball Fields, Lighted
- (3) T-Ball / Practice Fields
- East Restroom/Concessions Facility
- West Restroom/Concessions Facility
- (2) Water Fountains
- Community Pool Facility
- Community Pool Monument Sign
- Veterans Memorial Park
- Veterans Memorial Park Monument Sign
- (2) Tennis & Pickleball Courts, Lighted
- Basketball Court, Lighted
- Multipurpose Field, Lighted
- Community Events Field
- Picnic Tables
- Bleachers
- Shade Structures
- Batting Cage
- (7) Digital Scoreboards
- (4) Parking Lots, Lighted
- Playground Structure
- Park East Monument Sign
- Park West Monument Sign
- (2) Bike Racks
- Trash Receptacles
- (2) Trash Dumpsters



INDEPENDENCE PARK

Maintenance Standards	Routine Maintenance Tasks	Procedures For Maintenance	Frequency	INDEPENDENCE PARK												Personnel	Materials and Consumable Supplies	Equipment	Task-Time Estimate (hrs)	Man-Hours	Annual Task- Time Hours	Annual- Man Hours
				J	F	M	A	M	J	J	A	S	O	N	D							
Trash Removal	Trash Removal	Removing all trash and emptying the receptacles.	Daily	X	X	X	X	X	X	X	X	X	X	X	X	1	Trash Bags	Litter Gitter	1	1	365	365
Mowing	Mowing all the baseball fields and multipurpose fields	Safety inspection on equipment; mow the fields with tractors.	2 times / 45 Weeks	X	X	X	X	X	X	X	X	X	X	X	X	2	Fuel	Two Tractors	8	16	720	1440
Clean Restrooms	/	Sweep out restrooms; mop floors; refill hand soap and tissues.	Daily	X	X	X	X	X	X	X	X	X	X	X	X	3rd Party Contractor	Disinfectant, Hand Soap, Bleach	Broom, Mop, & Mop Bucket	/	/	/	/
Mow Common Areas	Mowing all the common areas	Safety inspection on equipment. Mow, Edge, Weed eater, blow	Weekly			X	X	X	X	X	X	X	X	X		4	Fuel	Landscaping equipment	8	32	144	576
Playground Inspection	Inspect playground for safety issues. Remove all loose debris and rake Fibark into fall zones.	Walking and inspecting playground equipment.	Weekly	X	X	X	X	X	X	X	X	X	X	X	X	1	/	Rake & Playground Tools	0.5	0.5	25	25
Aeration Baseball Fields	Pass the aerator through all the fields.	Mark sprinkler Heads, watering the fields.	4 / Annually			X			X			X			X	1	Fuel	Tractor	6	6	24	24
Chemical Application on Baseball Fields	Spray fields.	Inspect spray equipment for safety. Put water in tank. Put chemicals in tank. Spray fields.	3 / Annually		X				X			X				2	Chemical	Spray Rig & Tractor	6	12	18	36
Top Dress	Spread sand uniform in the designated area.	Equipment safety check, Delivery sand the close access to the fields	2 / Annually					X					X			2	Sand & Soil	Top Dresser & Tractor	16	32	16	64
Irrigation	Check all station.	Turn on the station long enough to be able to check each sprinkler head.	10 / Annually			X	X	X	X	X	X	X	X	X	X	1	Irrigations Supplies	Irrigation Equipment	24	24	240	240
Tree Maintenance	Trimming Trees	Inspect all equipment for safety. Trim trees and remove dead trees. Blow and clean area.	Annually	X											X	3	Fuel	Pole Saws & Chainsaws	40	120	40	240
Fertilize and Pre-emergent All Baseball Fields	Fertilizer spreader	Inspect equipment and use recommended PPE.	4 / Annually			X					X					2	Fertilizer	Spreader	8	16	32	64
Perennial Ryegrass Over-Seeding (Per Field)																						
Over-Seeding Perennial Ryegrass	Scalping grass and removal Fertilizing, Irrigation,	A 3 blend of perennial ryegrass varieties, starter fertilizer, nitrogen application of 21-0-0 & a grassy weed herbicide.	Annually											X		2	A 3 blend of perennial ryegrass varieties, starter fertilizer, nitrogen application of 21-0-0- & a grassy weed herbicide.	Gator & Spreader	8	16	8	16
Fertilization	Fertilizer Spreader	safety Inspection all the equipment and follow the recommendations for better results.	Annually	X									X			2	Chemical	Gator & Spreader	8	16	16	32
Apply Herbicide to Remove	Post-emergente aplication	Spray revolver to help remove winter ryegrass and broadleaf.	Annually				X									2	Revolver, surfactant	Boom sprayer	5	2	16	16
Irrigation	Water 2 times per day, 7 days per 2 weeks	Irrigate through establishment.	Daily for 2 Weeks			X						X	X	X		1	Water	/	/	/	/	/
Over seeding Tif bermuda	Mowing, Application and irrigation	Inspect the equipment for safety.					X									2	Tif Bermuda Seed	mowers and Spreader	8	16	8	16

INDEPENDENCE PARK

Maintenance Standards	Routine Maintenance Tasks	Procedures For Maintenance	Frequency	Calendar												Personnel	Materials and Consumable Supplies	Equipment	Task-Time Estimate (hrs)	Man-Hours	Annual Task- Time Hours	Annual- Man Hours
				J	F	M	A	M	J	J	A	S	O	N	D							
Fields, outfields, dugouts, and spectator areas free of debris and trash.	Remove debris and trash.	Remove debris and trash by systematically walking the area. Empty all trash receptacles.	Daily for 40 weeks		X	X	X	X	X		X	X	X	X		1	Trash Bags	Litter Gitter	2	2	560	560
Infield smooth with 15" 10" 8"slope from mound to outfield grass at start of each season.	Truck in soil and grade.	Dump soil at pitcher's mound and drag/spread toward base lines. Anchor pitcher's rubber at proper height.	2 / Annually	X						X						2	Clay, Bricks, Red infield Conditioner	Leveling kit, rake, mule and tractor	60	120	120	240
Infield surface free of holes including batter's box.	Fill holes.	Add extra soil, rake, and tamp firm.	Daily before games		X	X	X	X	X		X	X	X	X		1	Fuel	Tractor w/ box blade, drag mat, rake, shovel, tamper	6	6	24	24
Conditioner and Clay	Add conditioner and clay.	Dump clay on infield low spots and then mix, after is level the conditioner is added.	Annually	X												2	Clay & Red Conditioner	Tractor, rake, mule & tractor.	60	120	60	120
Lips maintenance	Remove Debris from field edge	Remove clay and conditioner from field edge for smooth transition between clay and grass	1 / weekly		X	X	X	X	X		X	X	X	X		2	Fuel	Blower, rake	3	6	120	240
Edges	Cut edges and remove weeds.	Measuring the lines, infield cutting excess grass around the infield, lines, pitching mound and remove weeds from clay areas.	8 /Annually		X	X	X	X	X		X	X	X	X		2	Edge blade, fuel	Edger, blower, Shovel, String	40	80	320	640
Wet infield to minimize dust and loss of soil due to wind.	Wet Infield	Water infield surface with hose and sprinkler system.	Daily before games		X	X	X	X	X		X	X	X	X		1	Water	Hose w/ nozzle, sprinklers.	1	1	40	40
Games	Prep. Fields	Level the infield surface, home plate, lines, paint foul lines,	40 / weeks		X	X	X	X	X		X	X	X	X		2	Clay, Conditioner, Water, Paint	Tractor, mat, string, rake, tamper	16	32	640	1280

THIS PAGE INTENTIONALLY LEFT BLANK

HARMONY PARK

699 Indian Creek Drive
Trophy Club, TX 76262

Inventory

- Small Playground Structure
- Large Playground Structure
- (10) Soccer Fields, Lighted
- (2) Tennis & Pickleball Courts, Lighted
- (3) Bocce Ball Courts
- Basketball Court, Lighted
- 1.8 Mile Shared-Use Pathway
- Exercise Stations
- Pavilion
- Charcoal Grill
- Picnic Tables
- Bleachers
- Restroom/Concessions Facility
- Storage Shed
- (20) Soccer Goals
- Bleachers
- (2) Parking Lots, Lighted
- Water Fountain
- Trash Receptacles
- Bike Rack



HARMONY PARK

Maintenance Standards	Routine Maintenance Tasks	Procedures For Maintenance	Frequency	Calendar												Personnel	Materials and Consumable Supplies	Equipment	Task-Time Estimate (hrs)	Man-Hours	Annual Task- Time Hours	Annual- Man Hours
				J	F	M	A	M	J	J	A	S	O	N	D							
Park Inspection	Inspect the entire park.	Trash removal, check Restrooms, playground, Bocce Ball, Tennis, Basketball Courts and Soccer Fields	Daily	X	X	X	X	X	X	X	X	X	X	X	X	1	Trash bags	Litter Gitter, Blower and Mule.	2	2	700	700
Top Dress	Add sand on all sport fields	Inspect equipment for safety.	2 / Annually					X					X			2	Sand & Soil	Top Dresser & Tractor	16	32	32	64
Mowing Fields	Mowing 10 Soccer Fields	Inspect equipment for safety.	2/ weekly	X	X	X	X	X	X	X	X	X	X	X	X	2	Fuel	Tractor	5	10	520	1040
Fields Paint	Paint all fields	Check equipment for safety. Mix paint enough for all fields.	30 / Annually	X	X	X	X	X				X	X	X		2	Paint	Painting machine and	4	8	120	240
Chemical Application on Soccer Fields	Spray fields.	Inspect equipment for safety. Put water in tank. Put chemical in tank. Spray fields.	2 / Annually						X				X			2	Chemicals	Spray Rig & Tractor	5	10	10	20
Fertilization		Inspect the equipment for safety.	4 / Annually			X			X			X	X			4	Fertilizer	Spreader	4	16	16	64
Insecticide	Fields and around playground	Inspect equipment for safety, read labels, spray all soccer fields and around playground for control ants, fleas and ticks.	1 /Annually				X									4	Chemicals	Sprayer & spreader	3	12	3	12
Aeration		Inspect equipment for safety. install aerator on tractor and mark sprinkler heads	4 / Annually				X			X			X	X		1	Fuel	Tractor & Aerator	6	6	24	24
Landscape Maintenance	Trim Shrubs, Mulch.	Inspect equipment for safety. Upload trailer with mulch, shoves, trimmer and wheelbarrows.	3/ Annually				X			X				X		3	Mulch	Trimmers,wheelbarrows.	8	24	32	72
Mow Common Areas	Mow Common Areas.	Inspect equipment for safety. Upload the equipment to the trailer and head out to the park.	36 /Annually				X	X	X	X	X	X	X	X	X	3	Fuel	Lanscaping equipment	5	15	180	540
Tree Trimming	Tree Trimming	Inspect equipment for safety. remove all the low and dead branches.	Annually	X								X				3		Pole chainsaw, rakes	40	120	40	120
Chemical Application on common areas	Common areas	Inspect equipment for safety. Put water in tank. Put chemical in tank. spray common areas.	2 / Annually							X				X		2	Chemicals	Spray Rig & Tractor	4	8	8	16
Lights	Check Security Lights, Fields Lights and Timmers	Turn on the Lighths	6 / Annually		X		X		X		X		X	X		1	/	/	2	2	12	12
Irrigation	Check all station.	Turn on all the station long enough to be able to check each sprinkler head.	10/ Annually			X	X	X	X	X	X	X	X	X	X	1	Irrigation supplies	Irrigation equipment	8	8	80	80
Perennial Ryegrass Over-Seeding (Per Field)																						
Over-Seeding with Perennial Ryegrass	Mowing, Fertilizing, Irrigation, & Removal.	A 3 blend of perennial ryegrass varieties, starter fertilizer, nitrogen application of 21-0-0 & a grassy weed herbicide.	Annually											X		4	A 3 blend of perennial ryegrass varieties, starter fertilizer, nitrogen application of 21-0-0- & a grassy weed herbicide.	Gator & Spreader	16	64	16	64
Irrigation	Water 4 times per day, 7 days per week, for 2 weeks.	Irrigate through establishment.	Daily for 2 Weeks											X		1	water	/	/	/	/	/
Apply Herbicide to Remove	Spray all the soccer fields.	Inspect equipment for safety and use necessary PPE. spray revolver to help remove winter ryegrass.	Annually				X									2	Chemical	Spray Rig & Tractor	4	8	4	8

FREEDOM DOG PARK

2675 Trophy Park Drive
Trophy Club, TX 76262

Inventory

- Large Dog Area
- Small Dog Area
- Individual Dog Training Area
- (2) Dog Water Fountains
- (2) Wash-Out Areas
- (2) Shaded Pavilions
- Covered Picnic Tables
- Playground Structure
- Sandbox
- Parking Lot, Lighted
- Dog Waste Stations
- Trash Receptacles
- ADA Portable Toilet
- Hand Sanitizer Station
- Dog Agility Equipment



FREEDOM DOG PARK

Maintenance Standards	Routine Maintenance Tasks	Procedures For Maintenance	Frequency	Calendar												Personnel	Materials and Consumable Supplies	Equipment	Task-Time Estimate (hrs)	Man-Hours	Annual Task- Time Hours	Annual- Man Hours
				J	F	M	A	M	J	J	A	S	O	N	D							
Trash Removal	Remove Trash	Walking the park, removing trash, emptying receptacles and playground check.	Daily	X	X	X	X	X	X	X	X	X	X	X	X	2	Trash Bags	Litter Gitter	2	4	730	1460
Clean Restrooms	/	/	Daily	X	X	X	X	X	X	X	X	X	X	X	X	3er party Contractor	/	/	/	/	/	/
Mowing	Mow Inside and Outside Areas	Safety check on equipment. Mow with the tractors; then trim with edger, weed-eater, and blow.	Weekly		X	X	X	X	X	X	X	X	X	X		4	Fuel	2 Tractors, Weed-Eater, Blower & Edger	6	24	216	864
Tree Maintenance	Trimming Trees	Check all equipment for safety. Trim trees & cut down dead trees. Blow and clean area after coompletion.	Annually											X		4		Pole Saws, Chainsaws, & Blowers	20	80	20	80
Check Irrigation	Grass areas	Inspect irrigation by turning on each station and checking for any broken or damaged spray heads. Replace broken or damaged heads.	9 / Annually		X	X	X	X	X	X	X	X	X			1	water	Irrigation equipment and parts	4	4	36	36
Fertilizer	Grass areas	Check equipment for safety and necessary PPE. Water after application	Annually	X							X					3	Pre-emergent	Spreader	3	9	18	36
Insecticide	Grass areas and around playground	Check equipment for safety and necessary PPE. water after application	Annually		X											3	Chemical	Spreader	3	9	3	9
Herbicide	Grass areas	Check equipment for safety and necessary PPE. Measure chemical area to be sprayed, then calculate amount of chemical needed; mix chemical and water into sprayer, them drive to locations and apply to unwanted vegetation (document chemicals used and areas sprayed in log book).	3 / Annually		X			X				X				2	Broadleaf and grass weeds herbicide	Boom sprayer.	4	8	12	24

LAKEVIEW PARK

100 Village Trail
Trophy Club, TX 76262

Inventory

- (6) Practice Soccer Fields
- Soccer Goals
- Portable Toilet
- Hand Sanitizer Station
- Hunter IMMS Irrigation Controller
- Bleachers
- Wrought-Iron Fence
- Trash Receptacles
- Sidewalk



Lakeview Park

Maintenance Standards	Routine Maintenance Tasks	Procedures For Maintenance	Frequency	Calendar												Personnel	Materials and Consumable Supplies	Equipment	Task-Time Estimate (hrs)	Man-Hours	Annual Task- Time Hours	Annual- Man Hours
				J	F	M	A	M	J	J	A	S	O	N	D							
Trash Removal	Remove Trash	Walking the park, removing trash, emptying receptacles and playground check.	Daily	X	X	X	X	X	X	X	X	X	X	X	X	1	Trash Bags	Litter Gitter	.5	.5	182.5	182.5
Clean Restrooms	/	/	Daily	X	X	X	X	X	X	X	X	X	X	X	X	3er party Contractor	/	/	/	/	/	/
Mowing	Mow Inside and Outside Areas	Safety check on equipment. Mow with the tractors; then trim with edger, weed-eater, and blow.	48 / Weekly	X	X	X	X	X	X	X	X	X	X	X	X	4	Fuel	2 Tractors, Weed-Eater, Blower & Edger	3	9	192	768
Check Irrigation	Grass areas	Inspect irrigation by turning on each station and checking for any broken or damaged spray heads. Replace broken or damaged heads.	Montly			X	X	X	X	X	X	X	X	X	X	1	water	Irrigation equipment and parts	4	4	40	40
Fertilizer	Grass areas	Check equipment for safety and necessary PPE. Watering after application	Annually		X											3	Pre-emergent	Spreader	3	9	9	9
Insecticide	Grass areas	Check equipment for safety and necessary PPE. watering after application	Annually			X										2	Chemical	Spreader	2	4	2	6
Herbicide	Grass areas	Check equipment for safety and necessary PPE. Measure chemical area to be sprayed, then calculate amount of chemical needed; mix chemical and water into sprayer, them drive to locations and apply to unwanted vegetation (document chemicals used and areas sprayed in log book).	3 / Annually				X						X			2	Broadleaf and grass weeds herbicide	Boom sprayer.	2	4	6	12
Over-Seeding with Perennial Ryegrass	Mowing, Fertilizing, Irrigation, & Removal.	A 3 blend of perennial ryegrass varieties, starter fertilizer, nitrogen application of 21-0-0 & a grassy weed herbicide.	Annually										X			2	A 3 blend of perennial ryegrass varieties, starter fertilizer, nitrogen application of 21-0-0- & a grassy weed herbicide.	Lanscaping Equipment	16	32	16	32

TROPHY CLUB PARK

2885 Trophy Park Drive
Trophy Club, TX 76262

Inventory

- Boat Ramp
- Boat Trailer Parking Lot, Lighted
- Restroom Facility
- (3) Portable Toilets
- Hiking Trails
- Picnic Tables
- Bike Trail
- Equestrian Trails
- (14) Pavilions
- ATV & Motocross Tracks
- 18-Hole Disk Golf Course
- Trash Receptacles
- Entry Gate House
- VenTek Gate Machine & Access Barrier
- Garden Area
- Garden Area Storage Shed
- Charcoal Grills
- Benches
- Trail Signage
- Trail Map Signage
- Old Restroom/Storage Structure
- Pipe-Rail Fencing
- Trash Dumpster



TROPHY CLUB PARK

Maintenance Standards	Routine Maintenance Tasks	Procedures For Maintenance	Frequency	Calendar												Personnel	Materials and Consumable Supplies	Equipment	Task-Time Estimate (hrs)	Man-Hours	Annual Task- Time Hours	Annual- Man Hours
				J	F	M	A	M	J	J	A	S	O	N	D							
Trash removal	Remove Trash	Removing trash, emptying receptacles.		X	X	X	X	X	X	X	X	X	X	X	X	1	Trash bags	Mule	3	3	312	312
ATV and Motocross Tracks and Trails	Fix tracks and Trails	Check equipment for safety. Working on jumps and smooth the ground.		X	X	X	X	X	X	X	X	X	X	X	X	2	Fuel	Tractor, Mule, Shovels and Rakes	8	16	416	832
Mow	/	Mowing Disc Golf Course, Entrance, Road side and Big Areas.	10 /Annually		X	X	X	X	X	X	X	X	X	X		3er Party contractor	/	/	/	/	/	/
Trails	Inspect Trails	Inspect Bike, Hiking and Horse Trails.	12/ Annually	X	X	X	X	X	X	X	X	X	X	X	X	4	/	Bike and four wheeler.	2	8	24	96

RIGHT-OF-WAY & MEDIAN MAINTENANCE

The maintenance of Right-of-Ways and Medians within the Town of Trophy Club are the responsibility of our Park Maintenance Team. The following charts outline the responsibilities and maintenance tasks for the Trash Pick-up/ Median/Right-of-Way team. The task times and employee-hours associated with these tasks do not contribute to the totals and full time employee estimates that are found in the summary of this document.



RIGHT-OF-WAY & MEDIAN MAINTENANCE

Maintenance Standards	Routine Maintenance Tasks	Procedures For Maintenance	Frequency	Calendar												Personnel	Materials and Consumable Supplies	Equipment	Task-Time Estimate (hrs)	Man-Hours	Annual Task- Time Hours	Annual- Man Hours
				J	F	M	A	M	J	J	A	S	O	N	D							
ROW and Medians on All Major Thoroughfares and Assigned Side Streets Should Be Free From All Visible Debris	Remove litter and debris and discard in roll-off containers located in local city facilities.	Drive to assigned locations and/or walk littered areas, put on all PPE and safety vests, use litter pickup tools to remove debris, bag debris and continue this procedure until area is free of debris; then drive to next location and restart previous debris removal process.	Daily	X	X	X	X	X	X	X	X	X	X	X	X	1	PPE (Gloves, Safety Vests, Safety Glasses), Litter Pickup Tool, Plastic Bags	Pickup Trucks	1	1	365	365
Tree Trimming in Medians and Common Areas	Prune and trim trees, shrubs, and remove debris from plant beds.	Use proper pruning or cutting tools/equipment and prune or trim based on plant guidelines; pickup debris (document in log book).	Annually	X												3	PPE (Gloves, Safety Vests, Safety Glasses, Chainsaw Apparel, Hardhat with Mesh Screen Visor), Litter Pickup Tool, Plastic Bags	PPE, Pole Saw, Chainsaw,	80	270	80	270
Maintain Vibrant & Healthy Pant Material	Fertilize plant materials and remove debris from plant beds.	Apply fertilizers based on product guidelines (document in log book)	3/ Annually			X			X				X			3	PPE, Fertilizer, & Trash Bags	Hose & Nozzle, Broadcast Spreader	40	120	120	360
Avoid Undesirable Vegetation and Unwanted Pests on Plant Material	Apply herbicide or pesticide as required, trim decayed plant foliage and remove debris.	Measure chemical area to be sprayed, then calculate amount of chemical needed; mix chemical and water into sprayer, then drive to locations and apply to unwanted vegetation (document chemicals used and areas sprayed in log book).	4 / Annually			X		X		X		X				3	Chemicals, & Trash Bags	PPE & Sprayer	40	120	120	360
Maintain Weed Free Plant Beds	De-weed plant beds and remove debris.	Pull weeds at base of root with shovel (document in log book).	6 / Annually		X		X		X		X		X			3	Trash Bags	Shovel & Rake	40	120	200	600
Irrigation	Inspect irrigation system and winterize system normally in min-December; remove debris.	Run irrigation station timer (document in log book).	4 / Annually		X			X			X		X			1	Irrigation Spray Heads, Rotors, Nozzles, & Trash Bags	Screw Driver & Channel Lock Pliers	80	80	320	320
Seasonal Color	Add compost and remove debris, plant seasonal flowers.	Design plant layout and plant foliage, till in compost and add mulch as needed; take picture and document in log book.	2 / Annually		X							X				7	Compost, Plants, & Trash Bags	Hand Shovel, Rakes, & Tiller	40	280	80	560
Follow State Guidelines for all Cross Connection (Backflow Devices) and Remove Debris	Inspect cross connection (backflow devices) and file state reports, and remove debris.	Turn on water valve and install backflow tester and record reading on state approved documents (document in log book).	Annually (52 devices)									X				1	Water Key, Screw Driver, & Pliers	Backflow Tester, Channel Lock Pliers, & Screw Drivers	40	40	40	40
Mowing	Mow all medians and Common Areas.	Safety check on equipment. Mow with the tractors; then trim with edger, weed-eater, and blow.	36 / Weekly	X	X	X	X	X	X	X	X	X	X	X	X	4	Fuel	2 Mowers, Weed-Eater, Blower & Edger	24	96	864	3456
Fertilizer	Fertilizer medians and common areas	Check equipment for safety and necessary PPE. Water after application	3 / Annually	X				X				X				3	Fertilizer	Spreader	32	96	96	288
Shrubs	Trim the bushes.	Check equipment for safety and necessary PPE.	3/ Annually	X				X				X				3	Fuel, Trash bags	Trimmer, blower, rake.	32	96	96	288
Mulch	Add mulch, remove debris	Check equipment for safety.	1	X												4	Mulch	Rakes, shovels, trailer, tractor	66	264	66	264

CONTRACTOR GROUND MAINTAINENCE

The following charts outline the current tasks carried out under the current 3rd-party maintenance contract. The tasks below are subject to change and may not be accurate. Specific details of the contract should be verified with the Trophy Club Parks and Recreation Staff. The below is to be used as a general illustration of the current contract.

Maintenance Standards	Routine Maintenance Tasks	Procedures For Maintenance	Frequency	Calendar												Personnel	Materials and Consumable Supplies	Equipment	Task-Time Estimate (hrs)
				J	F	M	A	M	J	J	A	S	O	N	D				
Irrigated Common Areas Mow, Edge, & Trim Turf Areas, & Remove Debris on Specific Common Areas with Irrigation System.	Mow, edge, trim, Weed Eating & remove debris.	Inspect vehicle, towing system, safety devices on all equipment, fluids, mower blades, grass guards, and log any issues.	Cyclical Periods (36 / Annually)				X	X	X	X	X	X	X	X	X	Optimum (minimum) personnel required to do the job, Site Supervisor, & Grounds Personnel	Fuel for Mowers, Blowers, Edger's, Nylon Trim for Weed-Eaters, Edger Blades for Mechanical Edger's, & Trash Bags for debris	PPE, Traffic Safety Signs, Mowers, Blowers, Edger's, & Weed-Eaters	Mowing, edging and trimming turf areas are maintained 36 times per year; on common areas with irrigation. 18 times per year on Non-Irrigated areas and 12 times per year on Brush hog areas. The contractor assigns (1) Site Supervisor and (3) grounds workers to perform the assigned tasks. The approximate size of the acres involved in the activities is (60 acres).
NON-Irrigated Common Areas Mow, Edging, Weed Eating, Blowing and Remove Debris.	Mow, Trim, Edge, Weed eating and remove debris.	Inspect vehicle, towing system, safety devices on all equipment, fluids, and log any issues.	Cyclical Periods (18 / Annually)				X	X	X	X	X	X	X	X	X		Fuel for Mowers Blowers, Edger's, Edger Blades for Mechanical Edger's, Nylon Trim for Weed Eaters, Trash Bags for debris.	PPE, Traffic Safety Signs, Mowes, Edger's& Weed Eaters.	
Brush Hug Mowing Mowing, Weed Eating and removed Debris.	Mow, Trim & Remove Debris	Inspect vehicle, towing system, safety devices on all equipment, fluids, and log any issues.	Cyclical Periods (12 / Annually)				X	X	X	X	X	X	X	X	X		Fuel for Mowers, Weed Eater, Nylon Trim for Weed Eater, Trash Bags for Debris.	PPE, Traffic Safety Signs, Mowers, Weed Eaters	
Trophy Club Park	Mow, Weed Eating Entrance, Disc Golf Course, Open Space and Small Tracks.	Inspect Vehicle, Towing System, Safety Devices on all equipment, Fluids and Log any Issues.	Cyclical Periods (10 / Annually)				X	X	X	X	X	X	X	X	X		Fuel for Mowers, Blowers, Edger's, Nylon Trim for Weed- Eaters, Edger Blades for Mechanical Edger's & Trash Bags for Debris.	PPE, Traffic Safety Signs, Mowers, Weed Eaters.	

FIELD CLOSURE FOR MAINTENANCE

Perennial Ryegrass Over-Seeding

In an effort to expand the playability of the Towns athletic fields a perennial ryegrass over-seeding regiment has been introduced to the field maintenance schedule. There are both PROS and CONS associated with perennial ryegrass over-seeding. Some of the PROS include a more attractive green color and use-ability in the winter months. Ryegrass grows fast and is relatively inexpensive. Ryegrass will die off with warmer temperatures, making way for the return of warm weather grasses like Bermuda grass. Some CONS include competition for nutrients between cool and warm weather grasses in the spring, field closures as fields are over-seeded and the ryegrass is established and field closures as the ryegrass dies off and the bermudagrass grows in during the spring months.

The regiment for over-seeding with perennial ryegrass is as follows:

1. Blend of 3 varieties of perennial ryegrass
2. Starter fertilizer for germination
3. 21-0-0 Ammonium Sulfate for winter fertilization
4. Celsus/Certainty herbicide for spring transition back to bermudagrass



To accommodate perennial ryegrass over-seeding a field closure program should be developed. Athletic fields will need to be closed systematically to allow for over-seeding in the fall and transitioning back to bermudagrass in the spring. Field users should be notified well in advance of the closures to alleviate scheduling conflicts.

Over-Seeding Facts

- Over-seeding usually occurs when daytime temps are in the low 80's
- For athletic fields a rate of 10 lbs/1,000sq. ft. is recommended
- A 3 blend of perennial ryegrass varieties is recommended. The 3 different varieties help prevent disease, strengthen cold tolerance and transition.
- Germination usually takes 7-10 days. During this time, the soil needs to be moist. Irrigation will vary depending on temperatures and soil types. Typically 1-2 times a day, every day for a period of 2 weeks.
- A starter fertilizer application at seeding is ideal. 18-24-12 fertilizer at a rate of 4.16 lbs/1,000 sq. ft. is recommended.
- Typically, once a month during the winter months (November - January) a nitrogen application of 21-0-0 is recommended for deep greencolor.
- An application of a grassy weed herbicide (Revolver or Certainty) is recommended to transition the ryegrass out in the spring. This will allow the rye to die and the bermudagrass to green up.
- The herbicide application for transition is generally done around mid-April.

SUMMARY

This document may not be the only tool needed for Park and Recreation staff and city officials to make informed maintenance resource allocation decisions. There are some things that can be done in the future to build upon the resources of this document. (Note: The following are suggestions for future action if improvements to the current maintenance system are deemed necessary. It is not this report's assessment that the following actions are vital to continue the current level of maintenance service.)

Begin tracking and recording unanticipated and non-routine maintenance tasks:

- As more data is gathered for these tasks, the more accurate annual task-time estimates for these tasks will become. This accuracy will allow for more efficient annual resource allocations.
- Tracking these non-routine and "maintenance ticket" requests can be an extra burden on management and staff. This burden may be reduced or eliminated if the responsibility of tracking these tasks is put in the hands of the person's fulfilling a maintenance ticket.

Continue to track and record the task times for all recurring and routine maintenance tasks:

- As Trophy Club's park, recreation & open-space system becomes more mature, routine maintenance tasks may become more labor intensive, or, conversely, as maintenance technologies, equipment and techniques improve, maintenance tasks may become less labor intensive.
- Again, as more data is gathered for these tasks, the more accurate annual task time estimates for these tasks will become, allowing for more efficient annual resource allocations.

Review and improve current maintenance standards:

- As Trophy Club's park, recreation & open-space system becomes more mature, routine maintenance tasks may become more labor intensive, or, conversely, as maintenance technologies, equipment and techniques improve, maintenance tasks may become less labor intensive.
- Again, as more data is gathered for these tasks, more accurate annual task-time estimates for these tasks will become available, allowing for more efficient annual resource allocations.

Set up consistent and systematic park/facility evaluations:

- These evaluations can be based on a number of performance measures that may indicate how well a park is serving its patrons. These measures may include visual appearance, service demand, infrastructure health, equipment safety, economic efficiency, etc. Quantifying the performance of each park or facility on a regular basis may help staff determine where resources are best used.



TOWN COUNCIL COMMUNICATION

MEETING DATE: January 13, 2025

FROM: Matt Cox, Director of Community Development

AGENDA ITEM: Case PD-AMD-24-004 PD 13 Amendment, Tract 1, Ship Shop

Conduct a public hearing and consider an ordinance amending Planned Development District 13 (PD-13), Tract 1 to allow for Truck and Trailer Rental as an accessory use with outdoor storage and display of vehicles. The applicant is David Sanders, owner of The Ship Shop, and the subject property is legally described as The Village at Trophy Club, Lot 1, approximately 3.79 acres, Denton County, Texas and is generally located at the northwest corner of Trophy Club Drive and SH 114. The property is addressed as 2003 E TX-114, Suite 340, Trophy Club, Texas. (Matt Cox, Director of Community Development)

- i. Conduct Public Hearing
- ii. Consider Ordinance Approval

BACKGROUND/SUMMARY: The subject property is Tract 1, Retail Uses, of Planned Development District 13 (PD-13) and is located at the northwest corner of SH 114 and Trophy Club Drive. The applicant, David W. Sanders, owner of The Ship Shop, has requested an amendment to PD-13 to allow for Truck and Trailer Rental as an accessory use with outdoor storage and display of vehicles.

PROPERTY LOCATION



The Town of Trophy Club's Zoning Ordinance and PD-13 do not include a definition for Truck

and Trailer Rental and the following definition is proposed:

Truck, Cargo Van, and Cargo Trailer Rental:

The display and offering for rent of trucks (maximum size 26 feet/medium duty), cargo vans, and cargo trailers designed to be towed by vehicles.

The following is a summary of the application request and recommendation:

Item for consideration	Applicant's Request	Recommendation
Location for Truck & Cargo Trailer Vehicle Parking	Front row of parking along SH 114	Second row of parking along SH 114
Parking or uses behind retail center	None	No parking behind center (to avoid beeping while in reverse)
Quantity of Cargo Vans	2 full-time 1 additional in-transit	2 full-time 1 additional in-transit
Quantity of Cargo Trailers 4'x8', 5'x8', 6'x12'	1 full-time Trailer 4 additional in-transit	1 full-time Trailer 2 additional in-transit
Quantity of Utility Trailers 4'x7', 5'x8', 5'x9', 6'x12'	None requested	None
Quantity of Pick-Ups	None	None
Quantity of Trucks 10', 15', 20', 26'	One (1) 10' truck Any other size truck would be an in-transit basis	One (1) 10' truck Any other size truck would be an in-transit basis
PODS	None	None
Hitch Installation	None	None
Additional Signage	None required	None required
Existing Parking		Identify a maximum number of spaces to be utilized for Trailer & Truck Rental (includes full-time number and in/out count)
Max. number of business with Truck and Trailer Rental accessory use on Tract 1	N/A	One (1) business
Max. number of parking spaces in middle parking	N/A	Ten (10) spaces

row to be dedicated/assigned for U-Haul		
---	--	--

Existing Parking and Conditions:

PD-13 requires one (1) parking space per 200 square feet of building area. Denton County Central Appraisal District (DCAD) illustrates the building's square footage to be 37,500 square feet. The shopping center's architectural site plan states 187 parking spaces are required, and 176 spaces are provided.

The proposed parking location on the aerial provided by the applicant identifies a total of 10 parking spaces being dedicated as five (5) truck spaces and five (5) van spaces. Regular parking spaces will not accommodate 20- and 26-foot trucks. If the trucks are parked at an angle, they will require more than one space each.

Field observations show available parking at The Village of Trophy Club since on- and off-peak parking demand occurs at varying times. It is recommended the PD-13 amendment identifies a minimum number of general parking spaces for Tract 1, and the suggested number is 165 spaces. Additionally, the PD-13 amendment is recommended to include a maximum number of parking spaces dedicated to the Truck and Trailer Rental accessory use as ten (10) spaces.

BOARD REVIEW/CITIZEN FEEDBACK: Notice of the public hearing was distributed as required by the Town of Trophy Club Zoning Ordinance and State law.

At the December 12, 2024 Planning & Zoning Commission Meeting, the commissioners discussed the current status and future plans of the Ship Shop with its owner, Mr. Sanders. During the discussion, it was noted that if the proposed use were deemed acceptable, the preference would be to address it through the Specific Use Permit (SUP) application process. The importance of including language to amend the PD with an SUP was emphasized and incorporated into the motion to approve. However, the Planning & Zoning Commission ultimately reviewed the zoning application and recommended denial, with the motion to approve failing by a vote of 4-2.

FISCAL IMPACT: N/A

LEGAL REVIEW: Town Attorney, Dean Roggia, has reviewed the ordinance as to form and legality.

ATTACHMENTS:

1. Ordinance
2. Application

3. Notification Map

ACTIONS/OPTIONS:

The Planning & Zoning Commission recommended denial of Case# PD-AMD-24-004 at their December 12, 2024 meeting. As a result of the recommendation for denial by the Planning & Zoning Commission, the item requires a supermajority (six of seven Council Member affirmative votes) if the item is to be approved. If the Council desires to allow Truck & Trailer Rental at this location, staff recommends that the following conditions be included in the amendment to PD-13. These conditions are included in the attached ordinance for consideration.

1. Add the definition and accessory use for Truck, Cargo Van, and Cargo Trailer Rental use to PD-13, Tract 1 as outlined in this report;
2. A maximum on one (1) business on Tract 1 of PD-13 shall operate a Truck, Cargo Van, and Cargo Trailer Rental as an accessory use;
3. Relocate truck, cargo van, and cargo trailer rental parking space locations to the middle parking aisle;
4. Prohibit truck, cargo van, and cargo trailer rental parking and activities associated with the use behind the shopping center;
5. Identify maximum number of full-time and in-transit vans, cargo trailers, utility trailers, and trucks to be parked at any time;
6. Amend parking ratio minimum for Tract 1 as 165 parking spaces;
7. A maximum of one (1) business in Tract 1 shall be permitted to operate the Truck and Trailer rental accessory use;
8. Provide for minimum number of parking spaces on Tract 1 as 165 spaces exclusive of the truck and trailer rental spaces;
9. Storage containers will not be permitted to be on display or stored on-site;
10. No hitch installations will occur on-site; and
11. No additional signage for truck and trailer rental is permitted.

TOWN OF TROPHY CLUB, TEXAS

ORDINANCE NO. 2025-__

AN ORDINANCE OF THE TOWN OF TROPHY CLUB, TEXAS, AMENDING ORDINANCE NO. 95-20 OF THE TOWN, AS AMENDED, THE SAME BEING PD PLANNED DEVELOPMENT NO. 13, GENERALLY KNOWN AS THE VILLAGE AT TROPHY CLUB, BY AMENDING THE OFFICIAL ZONING MAP OF THE TOWN BY CHANGING PD PLANNED DEVELOPMENT NO. 13 TO ADOPT AN AMENDMENT TO EXHIBIT C, DEVELOPMENT STANDARDS, TO AMEND SECTION A 1.(2) ENTITLED "ACCESSORY USES" TO ALLOW FOR TRUCK, CARGO VAN, AND CARGO TRAILER RENTAL WITH OUTDOOR STORAGE AND DISPLAY OF VEHICLES ON TRACT 1; PROVIDING THAT SUCH TRACT OF LAND SHALL BE USED IN ACCORDANCE WITH THE REQUIREMENTS OF THE COMPREHENSIVE ZONING ORDINANCE AND ALL OTHER APPLICABLE ORDINANCES OF THE TOWN; PROVIDING A CUMULATIVE CLAUSE; PROVIDING FOR SAVINGS; PROVIDING SEVERABILITY; PROVIDING A PENALTY NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE AND A SEPARATE OFFENSE SHALL BE DEEMED COMMITTED EACH DAY DURING OR ON WHICH A VIOLATION OCCURS OR CONTINUES; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Trophy Club (the "Town") is a home rule municipality acting under its charter adopted by the electorate pursuant to Article XI, Section 5 of the Texas Constitution and Chapter 9 of the Local Government Code; and

WHEREAS, the owner of Tract 1 of PD No. 13, generally known as The Village at Trophy Club, Lot 1, and more particularly described as approximately 3.79 acres of land currently zoned PD Planned Development No. 13 for Office/Commercial uses (the "Land"), filed an application with the Town Planning and Zoning Commission requesting a change in zoning, more specifically to allow a change in the terms of Exhibit "C" Development Standards, to amend Section A, "Purposes, development standards, uses within individual tracts", Subsection 1. "Tract 1 (Retail uses, as depicted in Exhibit "B")", Subparagraph (2) "Accessory uses", on Tract 1, which is a portion of the Land located in Planned Development No. 13.

WHEREAS, all legal notices, requirements, and conditions having been complied with, the amendment to PD No. 13 came before the Planning and Zoning Commission and Town Council; and

WHEREAS, after public notices were given in compliance with State law and public hearings were conducted, and after considering the information submitted at the

public hearings and all other relevant information and materials, the Planning and Zoning Commission of the Town has recommended denial to the Town Council the adoption of the amendments to the Comprehensive Zoning Ordinance as set forth in this Ordinance; and

WHEREAS, after due deliberations and consideration of the recommendation of denial by the Planning and Zoning Commission and the information and other materials received at the public hearing, the Town Council has concluded that the adoption of this Ordinance is in the best interests of the Town of Trophy Club, Texas and will further the public health, safety and welfare.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF TROPHY CLUB, TEXAS, THAT:

SECTION 1.
INCORPORATION OF PREMISES

The above and foregoing premises are true and correct and are incorporated herein and made a part hereof for all purposes.

SECTION 2.
AMENDING

Ordinance No. 95-20 of the Town of Trophy Club, Texas, the same being the Town's PD No. 13, Exhibit "C" Development Standards, is hereby amended by amending Section A, "Purposes, development standards, uses within individual tracts", Subsection 1. "Tract 1 (Retail uses, as depicted in Exhibit "B")", Subparagraph (2) "Accessory uses" with the following particulars, and all other articles, chapters, sections, paragraphs, sentences, phrases and words are not amended but are hereby ratified and affirmed:

"(2) Accessory uses. Accessory uses shall be permitted in accordance with the regulations set forth in Section 35 of the Comprehensive Zoning Ordinance. Outdoor pay phones shall not be permitted.

(a) The following accessory use shall apply to Tract 1 when authorized by Specific Use Permit ("SUP") only and is cumulative of all other general regulations herein. In the event of a conflict between these regulations and any other regulations contained in this ordinance, the following regulations shall control Tract 1.

(i) Truck, Cargo Van, and Cargo Trailer Rental: Truck, Cargo Van, and Cargo Trailer Rental shall be defined as "The display and offering for rent of trucks (maximum size 26 feet/medium duty), cargo vans, and cargo trailers designed to be towed by vehicles."

(ii) Regulations for Truck, Cargo Van, and Cargo Trailer Rental:

Location for Truck, Cargo Van, & Cargo Trailer Vehicle Parking	Front row of parking along SH 114, as illustrated in Exhibit A-1, Location of Parking for Truck, Cargo Van, and Cargo Trailer Accessory Use
Parking or uses behind retail center	Not permitted
Quantity of Truck, Cargo Van, & Cargo Trailer Vehicles to be parked on Tract 1	10 maximum
Cargo Vans	2 full-time 1 additional in-transit
Cargo Trailers 4'x8', 5'x8', 6'x12'	1 full-time trailer 4 additional in-transit
Utility Trailers 4'x7', 5'x8', 5'x9', 6'x12'	None
Pick-Up	None
Trucks 10', 15', 20', 26'	One (1) 10' truck Other size truck would be an in-transit basis
PODS	Not permitted
Hitch Installation	Not permitted
Additional Signage	Not permitted
Existing Parking	176
Number of Truck, Cargo Van, and Cargo Trailer Rental accessory use permitted on Tract 1	A maximum of one (1) business on Tract 1 shall be permitted as an accessory use.

”

SECTION 3.
APPLICABLE REGULATIONS

In all respects the Land shall be subject to the applicable regulations contained in the Comprehensive Zoning Ordinance and all other applicable and pertinent ordinances and regulations of the Town.

SECTION 4.
ZONING MAP AMENDMENT

The Planning and Zoning Coordinator is hereby directed to mark and indicate on the official Zoning District Map of the Town the zoning change herein made.

SECTION 5.
CUMULATIVE

This Ordinance shall be cumulative of all other provisions of ordinances of the Town except where the provisions of this Ordinance are in direct conflict with the provisions of such ordinances, in which event the conflicting provisions of such ordinances are hereby repealed.

SECTION 6. **SAVINGS**

All rights and remedies of the Town of Trophy Club, Texas, are expressly saved as to any and all violations of the provisions of any other Ordinance affecting regulations governing and regulating the platting and subdivision of land which have been secured at the time of the effective date of this Ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such Ordinances same shall not be affected by this Ordinance but may be prosecuted until final disposition by the courts.

SECTION 7. **SEVERABILITY**

It is hereby declared to be the intention of the Town Council that the sections, paragraphs, sentences, clauses, and phrases in this Ordinance are severable, and if any section, paragraph, sentence, clause, or phrase of this Ordinance shall be declared unconstitutional by a valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining sections, paragraphs, sentences, clauses, or phrases of this Ordinance, since the same would have been enacted by the Town Council without the incorporation in this Ordinance of any such unconstitutional section, paragraph, sentence, clause, or phrase.

SECTION 8. **PENALTY**

It shall be unlawful for any person to violate any provision of this Ordinance, and any person violating or failing to comply with any provision hereof shall be fined, upon conviction, in an amount not more than Two Thousand Dollars (\$2,000.00), and a separate offense shall be deemed committed each day during or on which a violation occurs or continues.

SECTION 9. **PUBLICATION**

The Town Secretary of the Town of Trophy Club is hereby directed to publish, the Caption, Penalty and Effective Date of this Ordinance as required by Section 3.16 of the Town's Charter or Section 52.011 of the Texas Local Government Code, as applicable.

SECTION 10. **EFFECTIVE DATE**

This Ordinance shall become effective from and after its date of adoption and publication as provided by law, and it is so ordained.

PASSED AND APPROVED by the Town Council of the Town of Trophy Club, Texas, this 13th day of January, 2025.

Jeannette Tiffany, Mayor
Town of Trophy Club, Texas

ATTEST:

Tammy Dixon, Town Secretary
Town of Trophy Club, Texas

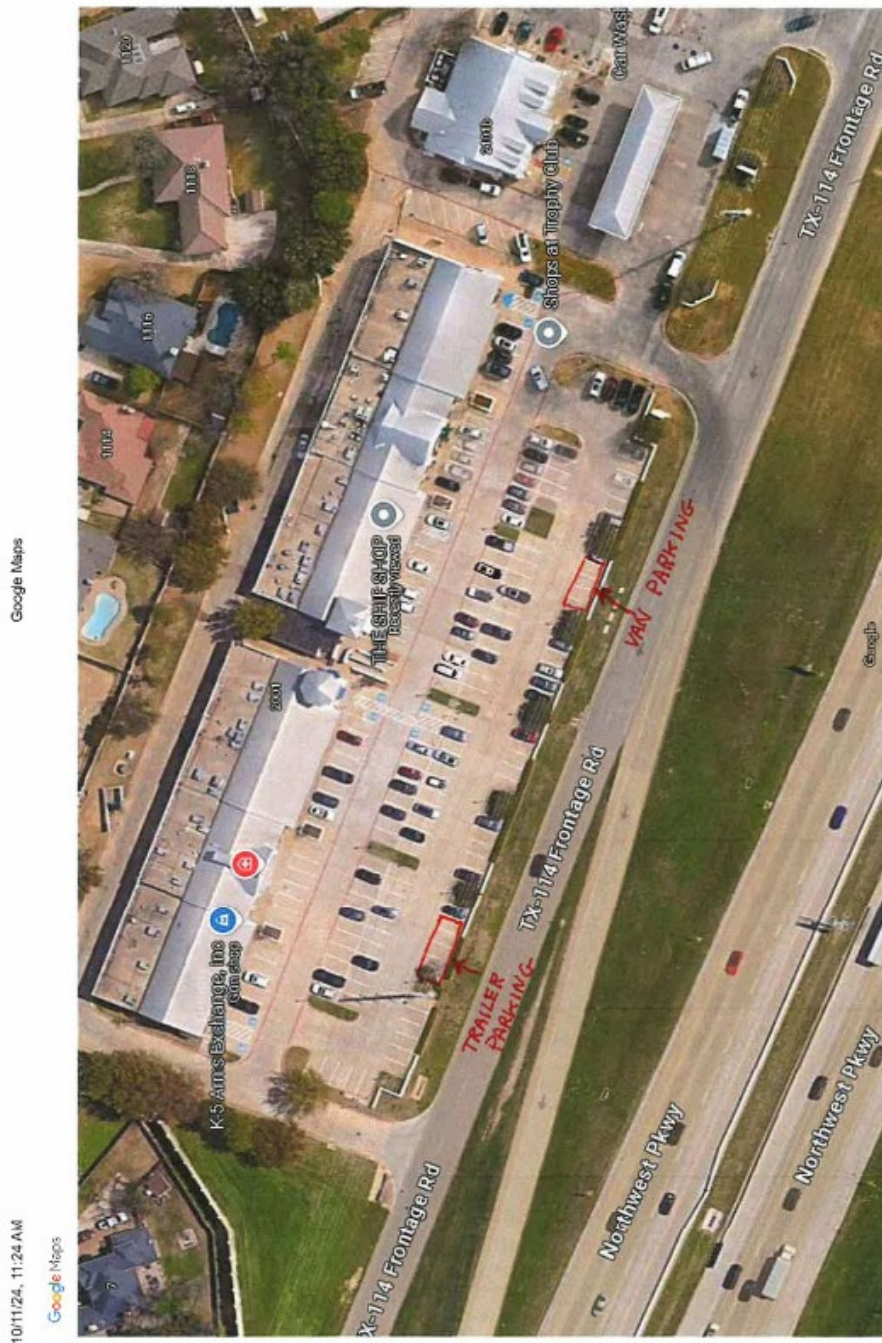
[SEAL]

APPROVED AS TO FORM:

Dean Roggia, Town Attorney
Town of Trophy Club, Texas

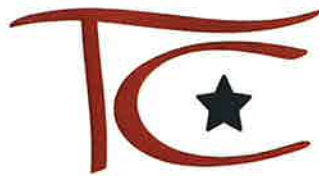
Exhibit A-1

Location of Parking for Truck, Cargo Van, and Cargo Trailer Accessory Use – subject to approval of Specific Use Permit (“SUP”) pursuant to Town Code of Ordinances Sec. 14.02.302, as amended.



151

[https://www.google.com/maps/@32.9939226,-97.1941893,161m/data=!3m1!1s35m1!1e4!1sentry=flu&_ep=EgcyMD00MTAwOS4wKXMDSoASAFAQw%3D%3D](https://www.google.com/maps/@32.9939226,-97.1941893,161m/data=!3m1!1e3!1s35m1!1e4!1sentry=flu&_ep=EgcyMD00MTAwOS4wKXMDSoASAFAQw%3D%3D)



TOWN OF TROPHY CLUB

1 Trophy Wood Drive | Trophy Club, TX 76262 | 682.237.2900

SITE PLAN/ZONING APPLICATION

APPLICATION TYPE – CHECK THE APPROPRIATE BOX BELOW

- ☐ Straight Zone Change ☐ Planned Development (PD) District ☐ Conditional/Specific Use Permit (CUP/SUP)
☐ Temporary Use Permit (TUP) ☐ Meritorious Exception ☐ Site Plan ☒ Amendment to PD, CUP, SUP, Site Plan

PROPERTY INFORMATION

Project Name: _____ Total Lots: _____
Property Address: 2003 E Hwy 114 #340 Total Acres: _____
Legal Description: _____ DCAD/TAD TAX ID: 83-3259742
Current Use of Property: THE VILLAGES AT TROPHY CLUB Current Zoning: _____
Description of Request: AMENDMENT TO PD SITE PLAN Proposed Zoning: _____

APPLICANT / OWNER INFORMATION

Applicant

Company Name: THE SHIP SHOP
Contact Name: DAVID W SANDERS
Address: 2003 E Hwy 114 STE 340
City, State, Zip: Trophy Club, TX 76262
Phone: 817 300 4636
Email: shipshop76262@yahoo.com
Signature: David W Sanders

Owner (If Different)

Company Name: GRACE DEVELOPMENT
Contact Name: FRED GRACE
Address: 3309 FAIRMONT DR.
City, State, Zip: NASHVILLE, TN 37203
Phone: 615-385-5433
Email: jstadler@gracedevelopment.com
Signature: _____

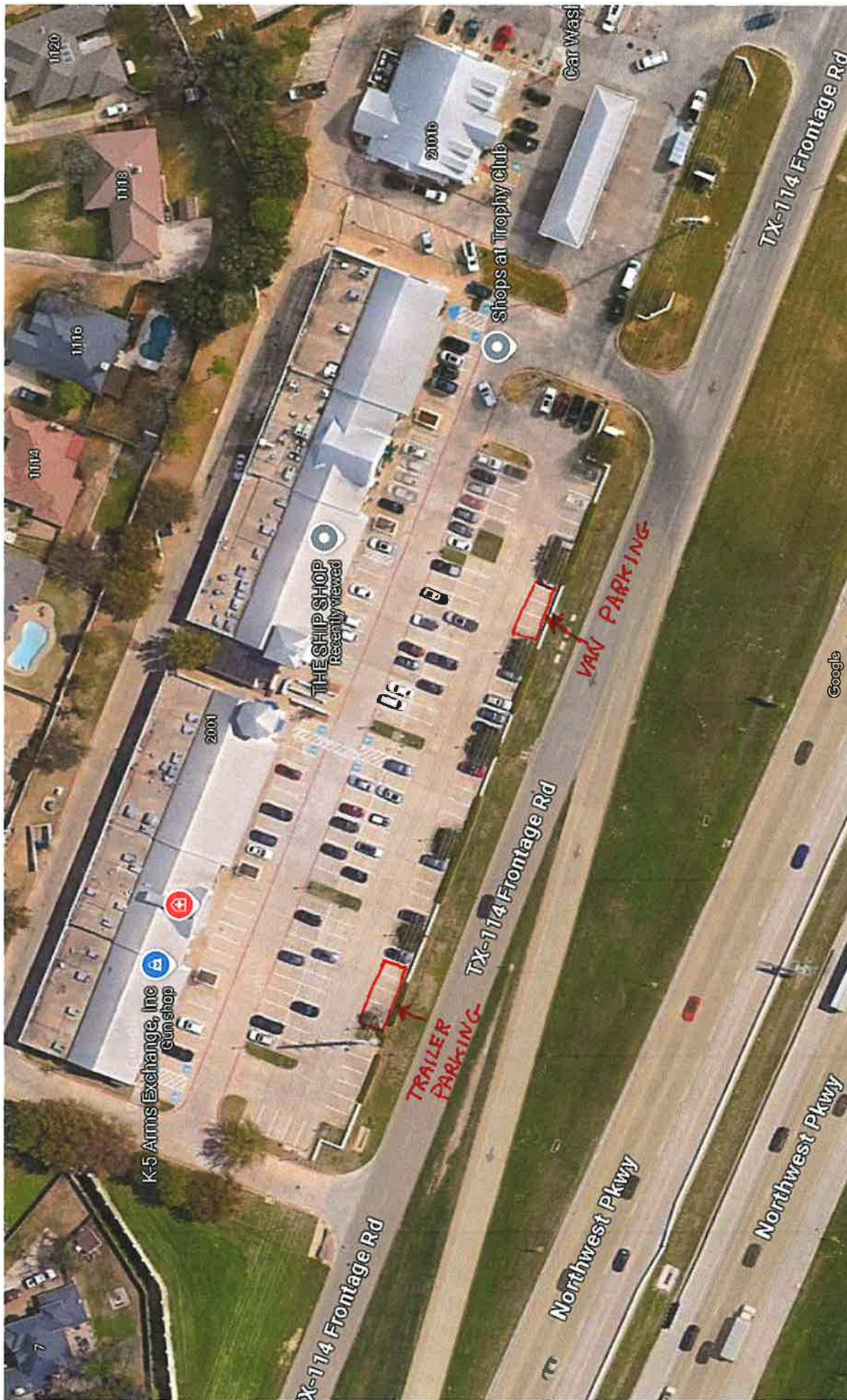
NOTE: The property owner must sign the application or submit a notarized letter of authorization.

APPLICATION REQUIREMENTS

- DISCLAIMER: The Town of Trophy Club only enforces Town ordinances, and approval or denial of an application is based on that authority. Permit approval does not exempt the applicant from Covenants & Restrictions and/or HOA regulations.
- All required information, plans and signatures shall be completed prior to application submittal. INCOMPLETE APPLICATIONS WILL NOT BE ACCEPTED.
- One (1) folded and collated 24" x 36" plan sets shall be submitted with this application in addition to a digital set in pdf format on a thumb drive or emailed to Planning staff.
- All required application fees shall be paid upon submittal of this application.
- In addition to this application form, a detailed description of the request including all relevant project information shall be attached on a separate sheet to this application.

STAFF USE ONLY

Date Received: 10-16-24
Received by: Shad
Fee Paid: \$500.00
Payment Type/Check #: 10137
Receipt #: 11095
Case #: ZFEE-000216-2024



Imagery ©2024 Airbus, Maxar Technologies, Map data ©2024 Google 50 ft



PUBLIC HEARING NOTICE

A request made by the Applicant, The Ship Shop, to amend Planned Development District -13 (PD-13), Tract 1 to allow for Truck and Trailer Rental as an accessory use with outdoor storage and display of vehicles. The subject property is legally described as The Village at Trophy Club, Lot 1, approximately 3.79 acres, Denton County, Texas and is generally located at the northwest corner of Trophy Club Drive and SH 114.

The property is addressed as 2003 E TX-114, Suite 340, Trophy Club, Texas.



TOWN COUNCIL COMMUNICATION

MEETING DATE: January 13, 2025

FROM: Matt Cox, Director of Community Development

AGENDA ITEM: **Case RP-24-001 The Highlands At Trophy Club, Neighborhood 5, Phase 2B, Lot 23R, Block G (Gardner Replat)**

Conduct a public hearing to consider a replat request made by Deric Gardner on Lot 23R, Block G of The Highlands at Trophy Club Neighborhood 5, Phase 2B, approximately 0.292 acres of land, for the addition of unplatted land. The property is addressed as 2643 Highlands Court and situated in the Rosalinda Allen Survey, Abstract No. 17, Town of Trophy Club, Denton County, Texas. (Gardner Replat). (Matt Cox, Director of Community Development)

- i. Conduct Public Hearing
- ii. Consider Replat Approval

BACKGROUND/SUMMARY: The applicant, Deric Gardner, approached the Town of Trophy Club to acquire the land behind his lot located at 2643 Highlands Court, between his existing rear lot line and the lift station site for Trophy Club Municipal Utility District No. 1. The Town sold the land to Mr. Gardner in April 2024 with the requirement to replat the properties into one residential lot.

PROPERTY LOCATION



Texas Local Government Code requires property that is five (5) acres and under to be platted to transfer ownership. Additionally, should the applicant wish to apply for a building permit for additional structures/expansion of existing structure(s) on the property, the property must be

platted to issue a permit.

Public Hearing Notifications:

Notice of the public hearing was distributed as required by the Town of Trophy Club Zoning Ordinance and State law.

BOARD REVIEW/CITIZEN FEEDBACK: The Planning & Zoning Commission reviewed the replat application at their December 12, 2024 meeting and unanimously recommended the item for approval (6-0).

FISCAL IMPACT: N/A

LEGAL REVIEW: Town Attorney, Dean Roggia, has reviewed the plat as to form and legality.

ATTACHMENTS:

1. Gardner Replat Application
2. Gardner Replat Notice Map
3. Replat Gardner with redline comments
4. The Willow Estates Final Plat Filed

ACTIONS/OPTIONS:

Staff recommends that the Town Council conduct the public hearing and move to approve the replat for The Highlands at Trophy Club, Neighborhood 5, Phase 2B, Lot 23R, Block G subject to the following conditions:

1. The Final Plat exhibit shall address the review comments outline in the attachment; and
2. Signatures, certified tax certificate, and required filing fees shall be provided to Town staff prior to filing at the county.



TOWN OF
TROPHY CLUB
1 Trophy Wood Drive | Trophy Club, TX 76262 | 682.237.2900

PLAT APPLICATION

PLAT TYPE – CHECK THE APPROPRIATE BOX BELOW

☐ Preliminary Plat ☐ Final Plat ☒ Replat ☐ Amended Plat ☐ Short Form Plat ☐ Vacating Plat

PROPERTY INFORMATION

Project Name: Gardner Replat Total Lots: 2
Property Address: 2643 Highlands Ct Trophy Club, TX 76262 Total Acres: .244
Legal Description: The Highlands at Trophy Club Neighborhood S DCAD/TAD TAX ID: PH20 B1E C1 Lot 2-3

APPLICANT / OWNER INFORMATION

Applicant

Owner (If Different)

Company Name: Deric Gardner
Contact Name: Deric Gardner
Address: 2643 Highlands Ct
City, State, Zip: Trophy Club, TX 76262
Phone: 817-608-1555
Email: dg@rhinomedical.com
Signature: [Signature]

Company Name: _____
Contact Name: _____
Address: _____
City, State, Zip: _____
Phone: _____
Email: _____
Signature: _____

NOTE: The property owner must sign the application or submit a notarized letter of authorization.

APPLICATION REQUIREMENTS

STAFF USE ONLY

- **DISCLAIMER:** The Town of Trophy Club only enforces Town ordinances, and approval or denial of an application is based on that authority. Permit approval does not exempt the applicant from Covenants & Restrictions and/or HOA regulations.
- All required information, plans and signatures shall be completed prior to application submittal. INCOMPLETE APPLICATIONS WILL NOT BE ACCEPTED.
- Five (5) folded and collated 24" x 36" plat sets shall be submitted with this application in addition to a digital set in pdf format on a thumb drive or emailed to Planning staff.
- All required application fees shall be paid upon submittal of this application.
- This application shall not be considered administratively complete until Town staff determines that the application meets all requirements of applicable Town codes so that it may be reviewed by the Planning & Zoning Commission, has been placed on the agenda for the Commission, and the agenda has been posted as required by law. An incomplete application shall not be considered "filed" with the Town as defined in the subdivision regulations, but shall be returned to the applicant for completion and resubmittal.

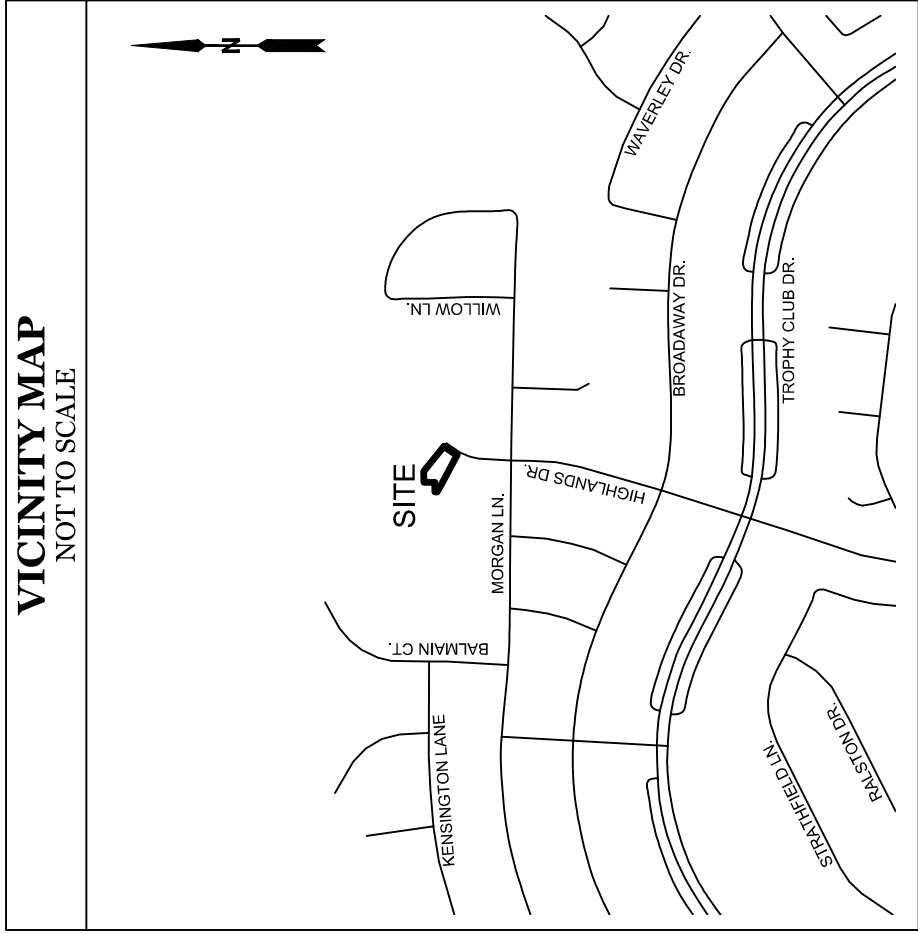
Date Received: 11-18-24
Received by: Matt
Fee Paid: \$310.00
Payment Type/Check #: _____
Receipt #: 00011219
Case #: PLT-000222-2024



PUBLIC HEARING

NOTIFICATION AREA

A replat request made by Deric Gardner on Lot 23R, Block G of The Highlands at Trophy Club Neighborhood 5, Phase 2B, approximately .292 acres of land, for the addition of unplatted land. The property is addressed as 2643 Highlands Court and situated in the Rosalinda Allen Survey, Abstract No. 17, Town of Trophy Club, Denton County, Texas.



- GENERAL NOTES**
- 1.) The purpose of this replat is to merge an existing lot of record an unplatted tract of land to create one (1) lot of record.
 - 2.) Flood Statement: The subject tract lies within "Unshaded Zone X" as shown on Map Number 481210515G, of the FEMA Flood Insurance Rate Maps for Denton County, Texas.
 - 3.) The bearings and grid coordinates shown on this plat are based on GPS observations utilizing the Allterra RTKNET Cooperative network. NAD 83(2011) State Plane Coordinate System (Texas North Central Zone - 4202).
 - 4.) Salling a portion of this addition, by metes and bounds is a violation of the Ordinance and State Law, and is subject to fines and withholding of utilities and building permits.
 - 5.) All interior property corners are marked with a 1/2-inch iron rod with a green plastic cap stamped "EAGLE SURVEYING" unless noted otherwise.
 - 6.) This plat does not alter or remove existing deed restrictions, if any, on this property.
 - 7.) Entity shall be responsible for the operation and maintenance of any commonly held property and releases the Town of Trophy Club from such responsibility. Should the entity responsible for maintenance of common held property fail to perform the function, the Town has the authority to provide appropriate maintenance and repair and collect appropriate fees and reimbursements.
 - 8.) The Town or the MUD, as applicable, shall issue no permit until the completion of all dedicated improvements, and acceptance of such improvements associated with the subdivision, are approved by the Town.

CERTIFICATE OF APPROVAL

TOWN COUNCIL AND PLANNING & ZONING COMMISSION APPROVAL

APPROVED: TOWN OF TROPHY CLUB
DENTON COUNTY, TEXAS

BY: _____

MAYOR _____

ATTEST: _____

TOWN SECRETARY _____

PLANNING AND ZONING COMMISSION CHAIRMAN _____

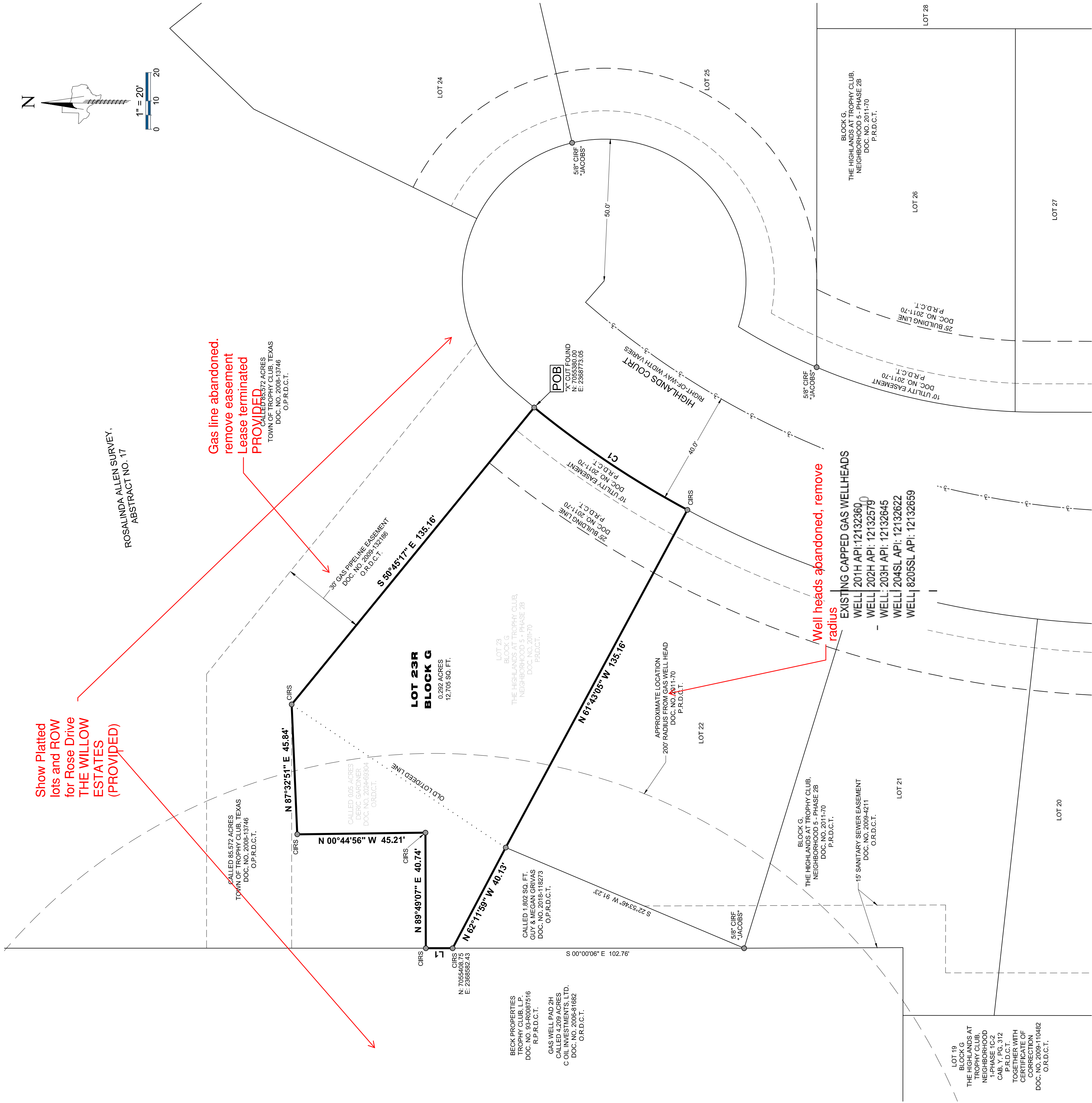
DATE: _____

LEGEND	
PG	= PAGE
VOL	= VOLUME
CAB	= CABINET
POB	= POINT OF BEGINNING
IRF	= IRON ROD FOUND
CIRS	= CAPPED IRON ROD SET
DOC. NO.	= DOCUMENT NUMBER
P.R.D.C.T.	= PLAT RECORDS
O.R.D.C.T.	= OFFICIAL RECORDS, DENTON COUNTY, TEXAS
R.P.R.D.C.T.	= REAL-PROPERTY RECORDS, DENTON COUNTY, TEXAS

Eagle Surveying, LLC
222 South Elm Street
Suite: 200
Denton, TX 76201
940.222.3009
www.eaglesurveying.com
TX Firm # 10194177

SURVEYOR
Eagle Surveying, LLC
Contact: Brad Eubanks
222 S. Elm Street, Suite: 200
Denton, TX 76201
(940) 222-3009

OWNER
Deric Gardner
2643 Highlands Court
Trophy Club, TX 76262
(817) 600-1555



CURVE TABLE				
CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING
C1	65.00'	340.02'	10°57'45"	S 33°45'46" W

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 00°00'05" W	9.46'

OWNER'S CERTIFICATE

STATE OF TEXAS §
COUNTY OF DENTON §

WHEREAS, **DERIC GARDNER**, is the owner of a 0.292 acre tract of land out of the Rosalinda Allen Survey, Abstract Number 17, out of the Town of Trophy Club, Denton County, Texas, being all of Lot 23, Block G, The Highlands At Trophy Club, Neighborhood 5, Phase 2B, a subdivision of record in Document Number 2011-70, Plat Records, Denton County, Texas, and conveyed to Deric S. Gardner by special warranty deed with vendor's lien of record in Document Number 2012-90050, Official Records, Denton County, Texas, and being all of a called 0.05 acre tract of land conveyed to Deric Gardner by Special Warranty Deed of record in Document Number 2024-69304, of said Official Records, and being more particularly described by metes & bounds as follows:

BEGINNING, at an X-rod found in the Northwest right-of-way line of Highlands Court, (right-of-way width varies), being the East corner of said Lot 23, also being a corner in the South line of a called 85.572 acre tract of land conveyed to the Town of Trophy Club, Texas, by special warranty deed of record in Document Number 2008-13746 of said Official Records, said point marking the beginning of a curve to the left, having a radius of 340.02 feet, a delta angle of 10°57'45", and a chord bearing and distance of S33°45'46"W, 64.96 feet;

THENCE, along the Northwest right-of-way line of Highlands Court, being the Southeast line of said Lot 23, along said curve for an arc distance of 65.00 feet to a 1/2" iron rod with a green plastic cap stamped "EAGLE SURVEYING" set for the South corner of said Lot 23, also being the East corner of Lot 22 of said Block G;

THENCE, N61°43'05"W, departing the Northwest right-of-way line of Highlands Court, along the Southwest line of said Lot 23, being the common Northeast line of said Lot 22, a distance of 135.16 feet to a 1/2" iron rod with a green plastic cap stamped "EAGLE SURVEYING" set for the West corner of said Lot 23, also being the North corner of said Lot 22, also being the East corner of a called 1,802 square foot tract of land conveyed to Guy and Megan Grivas by Special Warranty Deed of record in Document Number 2016-116273 of said Official Records, also being the South corner of said 0.05 acre tract, from which a 3/8" iron rod with a yellow plastic cap stamped "JACOBS" found for the West corner of said Lot 22 and the South corner of said Grivas tract bears S22°33'46"W, a distance of 91.23 feet;

THENCE, N62°11'59"W, along the South line of said 0.05 acre tract, being the common North line of said Grivas tract, a distance of 40.13 feet to a 1/2" iron rod with a green plastic cap stamped "EAGLE SURVEYING" set in the East line of a tract of land conveyed to Beck Properties Trophy Club, L.P., by special warranty deed of record in Document Number 93-R087516, Real Property Records, Denton County, Texas, and further described as a called 4,209 acre tract of land (Paid 2H) in Document Number 2008-31692, of said Official Records; being the Southwest corner of said 0.05 acre tract, also being the Northwest corner of said Grivas tract, from which a 3/8" iron rod with a yellow plastic cap stamped "JACOBS" found for the West corner of said Lot 22 and the South corner of said Grivas tract bears S00°00'06"E, a distance of 102.76 feet;

THENCE, N00°00'05"W, with the West line of said 0.05 acre tract, being the common East line of said 4,209 acre tract, a distance of 9.46 feet to a 1/2" iron rod with a green plastic cap stamped "EAGLE SURVEYING" set, being the Western Northwest corner of said 0.05 acre tract;

THENCE, departing the East line of said 4,209 acre tract, along the North line of said 0.05 acre tract, the following three (3) courses and distances:

1. N89°49'07"E, a distance of 40.74 feet to a 1/2" iron rod with a green plastic cap stamped "EAGLE SURVEYING" set for a re-entrant corner of said 0.05 acre tract;
2. N00°44'56"W, a distance of 45.21 feet to a 1/2" iron rod with a green plastic cap stamped "EAGLE SURVEYING" set for the Northerly Northwest corner of said 0.05 acre tract;
3. N87°32'51"E, a distance of 45.84 feet to a 1/2" iron rod with a green plastic cap stamped "EAGLE SURVEYING" set in the South line of said 85.572 acre tract, being the Northeast corner of said 0.05 acre tract, also being the North corner of said Lot 23;

THENCE, S50°45'17"E, along the Northeast line of said Lot 23, being the common South line of said 85.572 acre tract, a distance of 135.16 feet to the **POINT OF BEGINNING**, and containing an area of 0.292 acres (12,705 square feet) of land, more or less.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

THAT, **DERIC GARDNER**, does hereby adopt this plat, designating the herein described property as **THE HIGHLANDS AT TROPHY CLUB, NEIGHBORHOOD 5, PHASE 2B, LOT 23R, BLOCK G**, an addition to the Town of Trophy Club, Denton County, Texas, and do hereby dedicate to the public's use forever, the streets and easements shown thereon.

WITNESS, my hand this the _____ day of _____, 2024

DERIC GARDNER _____

STATE OF TEXAS §
COUNTY OF _____ §

BEFORE ME, the undersigned authority in and for the State of Texas, on this day personally appeared **DERIC GARDNER**, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF THE OFFICE this _____ day of _____, 2024.

Notary Public in and for the State of Texas _____

CERTIFICATE OF SURVEYOR

STATE OF TEXAS §
COUNTY OF DENTON §

I, **MATTHEW RAABE**, Registered Professional Land Surveyor, do hereby certify that this plat was prepared from an actual survey made on the ground and that the monuments shown hereon were found or placed with 1/2-inch iron rods with green plastic caps stamped "EAGLE SURVEYING" under my direction and supervision in accordance with the current provisions of the Texas Administrative Code and the Ordinances of the Town of Trophy Club, Denton County, Texas.

PRELIMINARY

this document shall not be recorded for any purpose until it has been approved and relied upon as a final survey document.

Matthew Raabe, R.P.L.S. # 5402 _____ Date _____

STATE OF TEXAS §
COUNTY OF DENTON §

BEFORE ME, the undersigned authority, on this day personally appeared **MATTHEW RAABE**, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein expressed and in the capacity therein stated.

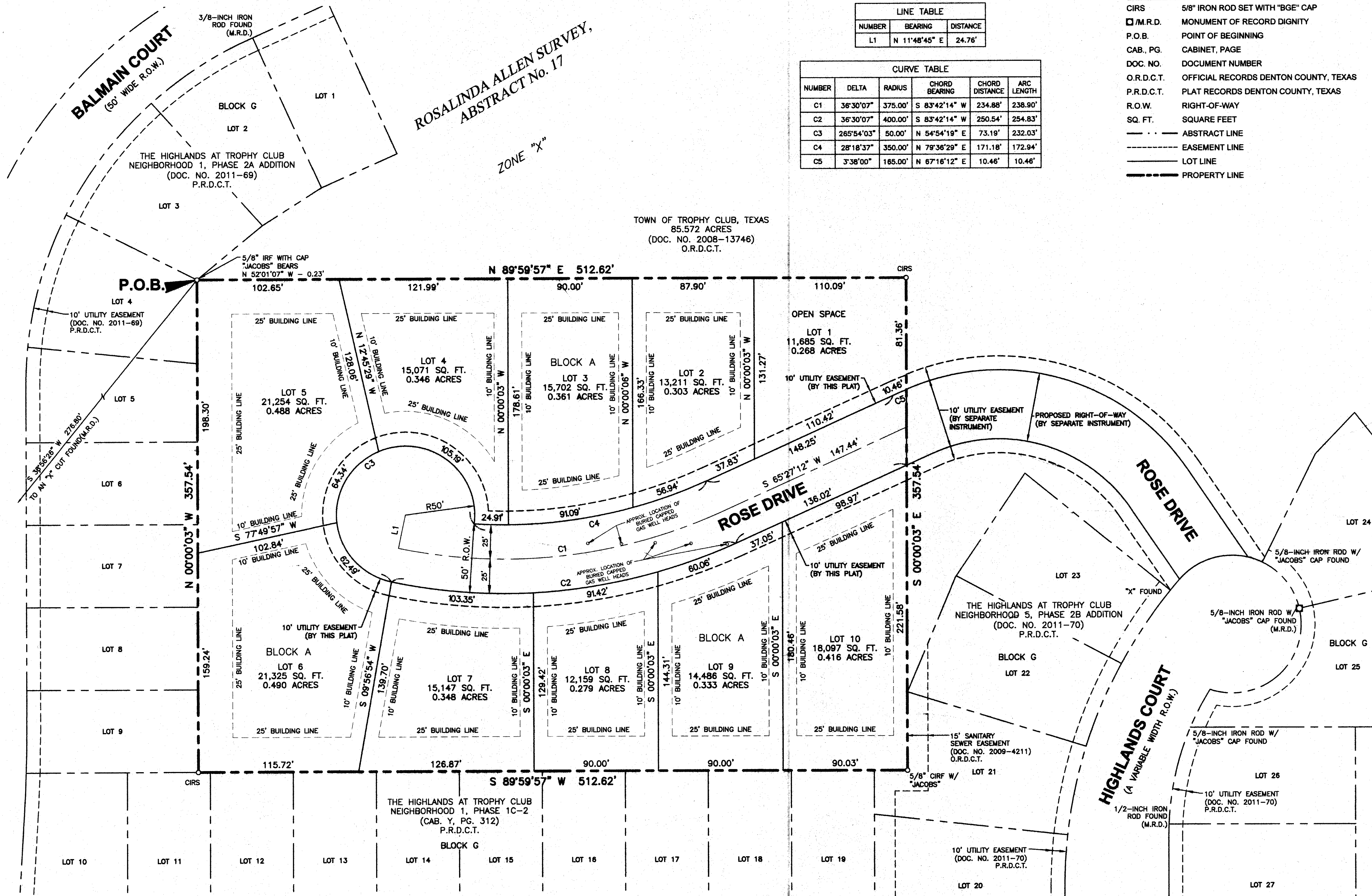
GIVEN UNDER MY HAND AND SEAL OF THE OFFICE this _____ day of _____, 2024.

John Cox, Notary Public in and for the State of Texas

REPLAT
THE HIGHLANDS AT TROPHY CLUB, NEIGHBORHOOD 5, PHASE 2B
LOT 23R, BLOCK G
0.292 ACRES

BEING A REPLAT OF LOT 23, BLOCK G, THE HIGHLANDS AT TROPHY CLUB, NEIGHBORHOOD 5, PHASE 2B, RECORDED IN DOCUMENT NO. 2011-70, P.R.D.C.T., AND BEING A 0.05 ACRE TRACT OF LAND CONVEYED TO DERIC GARDNER, RECORDED IN DOCUMENT NO. 2024-69304, O.R.D.C.T., ROSALINDA ALLEN SURVEY, ABSTRACT NO. 17, TOWN OF TROPHY CLUB, DENTON COUNTY, TEXAS

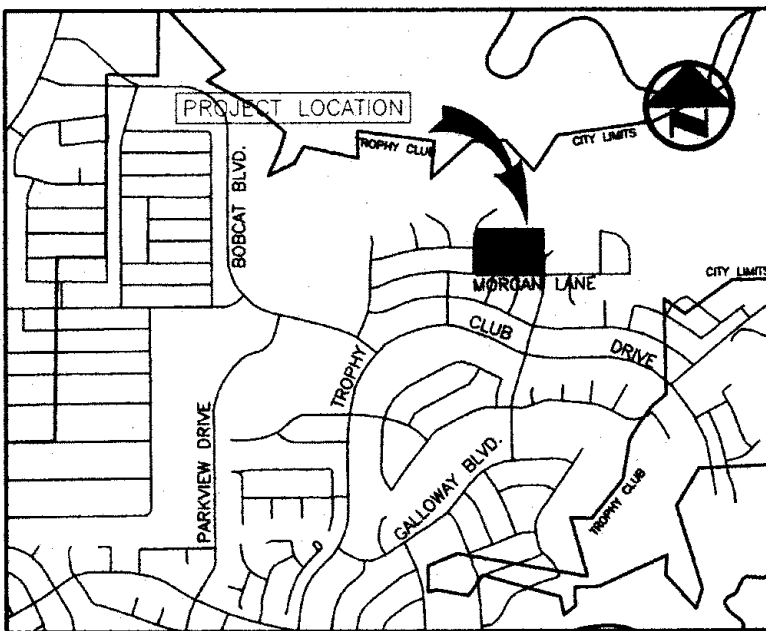
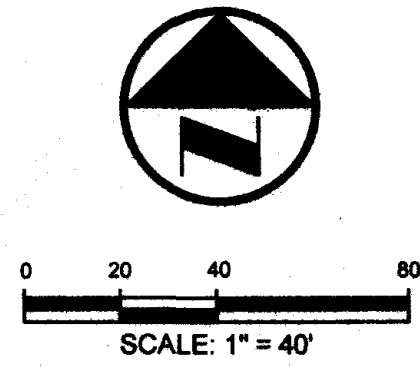
DATE OF PREPARATION: 08-25-2024



LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	N 11°48'45\"	E 24.76'

CURVE TABLE				
NUMBER	DELTA	RADIUS	CHORD BEARING	CHORD DISTANCE
C1	36°30'07\"	375.00'	S 83°42'14\"	W 234.88'
C2	36°30'07\"	400.00'	S 83°42'14\"	W 250.54'
C3	265°54'03\"	50.00'	N 54°54'19\"	E 73.19'
C4	28°18'37\"	350.00'	N 79°36'29\"	E 171.18'
C5	3°38'00\"	185.00'	N 67°16'12\"	E 10.46'

LEGEND	
CIRS	5/8\"
□/M.R.D.	MONUMENT OF RECORD DIGNITY
P.O.B.	POINT OF BEGINNING
CAB., PG.	CABINET, PAGE
DOC. NO.	DOCUMENT NUMBER
O.R.D.C.T.	OFFICIAL RECORDS DENTON COUNTY, TEXAS
P.R.D.C.T.	PLAT RECORDS DENTON COUNTY, TEXAS
R.O.W.	RIGHT-OF-WAY
SQ. FT.	SQUARE FEET
---	ABSTRACT LINE
---	EASEMENT LINE
---	LOT LINE
---	PROPERTY LINE



VICINITY MAP
(NOT TO SCALE)

GENERAL NOTES:

- Bearing system for this survey is based on the North American Datum of 1983, NAD2011 (Epoch 2010.00), Texas State Plane Coordinate System, North Central Zone 4202, based on observations made on May 25, 2021 with an applied combined scale factor of 1.00015063. Distances and areas shown are surface values in U.S. Survey Feet.
- The floodplain boundaries are not shown hereon. The subject tract lies with Zone X as delineated on Flood Insurance Rate Map for Denton County, Texas and Incorporated Areas, Map Number 48121C0515G with Map Revised April 18, 2011.
Zone X - Areas determined to be outside the 0.2% annual chance floodplain
- The Town or the Trophy Club Municipal Utility District No. 1, as applicable, shall issue no permit until the completion of all dedicated improvements, and acceptance of such improvements associated with the subdivision, are approved by the Town.
- Trophy Club Estates HOA shall be established and shall be responsible for the operation and maintenance of any commonly held property and releases the Town of Trophy Club from such responsibility. Should the entity responsible for maintenance of common held property fail to perform the function, the Town has the authority to provide appropriate maintenance and repair and collect appropriate fees and reimbursements.
- Selling a portion of this addition by metes and bounds is a violation of Town ordinance and State law and is subject to fines and withholding of utilities and building permits.
- This plat does not alter or remove existing deed restrictions, if any, on this property.
- Lot 1 is an Open Space lot and to be owned and maintained by Trophy Club Estates HOA.
- Each homeowner will be responsible for the maintenance of the retaining wall on their property.

SJ1562A G01, S11, C28

73939 - A0017A R. ALLEN, TR 2, 4.209 AC/ALL

FINAL PLAT
THE WILLOW ESTATES
AT TROPHY CLUB

10 TOTAL LOTS
9 RESIDENTIAL LOTS
LOTS 2-10, BLOCK A
1 OPEN SPACE LOT
LOT 1, BLOCK A

BEING 4.208 ACRES OUT OF THE
ROSALINDA ALLEN SURVEY, ABSTRACT NO. 17
TOWN OF TROPHY CLUB, DENTON COUNTY, TEXAS
APRIL 2023

SHEET 1 OF 2

OWNER
TROPHY CLUB ESTATES DEVELOPMENT, LP
777 Main Street, Suite 200
Dallas, TX 75240

SURVEYOR
BGE, Inc.
777 Main Street, Suite 1900, Fort Worth, TX 76102
Tel: 817-887-6130 • www.bgeinc.com
TBPELS Registration No. 10194416

Contact: René Silvas, R.P.L.S.
Telephone: 817-752-4183 • Email: rsilvas@bgeinc.com

Cabinet _____, Page _____

OWNER'S CERTIFICATE

BEING, all of that 4.208 acre (183,283 square foot) tract of land situated in the Rosalinda Allen Survey, Abstract Number 17, in the Town of Trophy Club, Denton County, Texas; being all of that tract of land described as Trophy Club Parcel 2H in Special Warranty Deed to Trophy Club Estates Development, LP, as recorded in Instrument No. 2023-1983 of the Official Records of Denton County, Texas; said 4.208 acre tract of land being more particularly described by metes and bounds as follows:

BEGINNING, at the southeast corner Lot 3, Block G, The Highlands at Trophy Club Neighborhood 1, Phase 2A Addition, an addition to the Town of Trophy Club, as recorded in Document Number 2011-69 of the Plat Records of Denton County, Texas; said point being a southwest corner of that tract of land described in General Warranty Dedication Deed to the Town of Trophy Club, Texas as recorded in Document No. 2008-13746 of said Official Records; from said point a 5/8-inch iron rod with "JACOBS" cap found bears North 52 degrees 01 minutes 07 seconds West, a distance of 0.23 feet; and from said point an "X" cut in concrete found at the northeast corner of Lot 20, Block B of said Phase 2A Addition bears South 38 degrees 56 minutes 26 seconds West, a distance of 276.80 feet;

THENCE, North 89 degrees 59 minutes 57 seconds East, with a south line of said Town of Trophy Club tract, a distance of 512.62 feet to a 5/8-inch iron rod with "BGE" cap set at a reentrant corner in a south line of said Town of Trophy Club tract;

THENCE, South 00 degrees 00 minutes 03 seconds East, with a west line said Town of Trophy Club tract, a distance of 357.54 feet to a 5/8-inch iron rod with "JACOBS" cap found for corner; said point being a reentrant corner in the west line of Lot 21, Block G, The Highlands at Trophy Club Neighborhood 5, Phase 2B Addition, an addition to the Town of Trophy Club as recorded in Document No. 2011-70 of said Plat Records;

THENCE, South 89 degrees 59 minutes 57 seconds West, with a north line of said Lot 21 and the north line of Block G, The Highlands at Trophy Club Neighborhood 5, Phase 1C-2 Addition, an addition to the Town of Trophy Club as recorded in Cabinet Y, Page 312 of said Plat Records, a distance of 512.62 feet to a 5/8-inch iron rod with "BGE" cap set for corner in the north line of Lot 11, Block G, of said Phase 1C-2 Addition; said point being the southeast corner of Lot 9 of said Block G of said Phase 2A Addition;

THENCE, North 00 degrees 00 minutes 03 seconds West, departing the north line of Block G, of said Phase 1C-2 Addition; with the east line of Block G, of said Phase 2A Addition, a distance of 357.54 feet to the POINT OF BEGINNING and containing an area of 4.208 acres or 183,283 square feet of land, more or less.

OWNER'S DEDICATION

That, TROPHY CLUB ESTATES DEVELOPMENT, LP, does hereby adopt this plat designating the hereinabove described real property as THE WILLOW ESTATES AT TROPHY CLUB, an addition to the town of Trophy Club, Denton County, Texas, and do hereby dedicate to the public's use forever the streets and easements shown thereon.

WITNESS, my hand this the 14 Day of June, 2024.

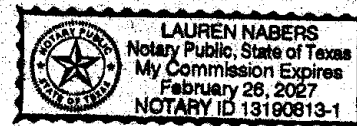
BY: [Signature]
NAME: Yochoua Arrouas
TITLE: President

STATE OF TEXAS §
COUNTY OF Dallas §

BEFORE ME, the undersigned, a Notary Public in and for The State of Texas, on this day personally appeared Yochoua Arrouas, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purpose and considerations therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 14 day of June, 2024.

[Signature]
Notary Public, The State of Texas



My Commission Expires 2-26-27

SURVEYOR'S CERTIFICATE

That I, René Silvas, do hereby certify that I prepared this plat from an actual and accurate survey of the land and that the corner monuments shown therein were properly placed under my supervision in accordance with the subdivision regulations of the Town of Trophy Club.

Dated this the 13 Day of June, 2024.

[Signature]
René Silvas
RPLS No. 5921



STATE OF TEXAS §
COUNTY OF TARRANT §

BEFORE ME, the undersigned, a Notary Public in and for The State of Texas, on this day personally appeared René Silvas, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purpose and considerations therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 13 Day of June, 2024.

[Signature]
Notary Public, The State of Texas



My Commission Expires April 26, 2025

TOWN COUNCIL & PLANNING AND ZONING COMMISSION APPROVAL

APPROVED: 5/17/2023
TOWN OF TROPHY CLUB
DENTON COUNTY, TEXAS

BY: [Signature] MAYOR

ATTEST: [Signature] TOWN SECRETARY

[Signature] PLANNING AND ZONING COMMISSION CHAIRMAN

DATE: 6/28/2024



FINAL PLAT
THE WILLOW ESTATES
AT TROPHY CLUB

10 TOTAL LOTS
9 RESIDENTIAL LOTS
LOTS 2-10, BLOCK A
1 OPEN SPACE LOT
LOT 1, BLOCK A

BEING 4.208 ACRES OUT OF THE
ROSALINDA ALLEN SURVEY, ABSTRACT NO. 17
TOWN OF TROPHY CLUB, DENTON COUNTY, TEXAS
APRIL 2023

SHEET 2 OF 2

OWNER

TROPHY CLUB ESTATES DEVELOPMENT, LP
13101 Preston Road, Suite 200
Dallas, TX 75240

SURVEYOR

BGE, Inc.
777 Main Street, Suite 1900, Fort Worth, TX 76102
Tel: 817-887-6130 • www.bgeinc.com
TBPELS Registration No. 10194416

Contact: René Silvas, R.P.L.S.
Telephone: 817-752-4183 • Email: rsilvas@bgeinc.com

Cabinet _____ Page _____

Filed for Record
in the Official Records of:
Denton County
On: 7/1/2024 8:20:53 AM
In the PLAT Records
WILLOW ESTATES AT TROPHY CL
Doc Number: 2024 - 231
Number of Pages: 2
Amount: 100.00
Order#: 20240701000106
By: EL



TOWN COUNCIL COMMUNICATION

MEETING DATE: January 13, 2025

FROM: Chase Ellis, Director of Parks & Recreation

AGENDA ITEM: Conduct a public hearing and consider an ordinance amending Article 1.08.001 of Chapter 1, Article 1.08 "Parks and Recreation" and adopting the 2025 Youth Programs Standard of Care. (Chase Ellis, Director of Parks & Recreation)

- i. Conduct Public Hearing
 - ii. Consider Ordinance Approval
-

BACKGROUND/SUMMARY: The State of Texas Department of Family and Protective Services administers state regulations and general licensing procedures for all child-care facilities. Municipalities are exempted from the licensing requirement for programs provided for elementary aged youth so long as the governing bodies annually adopts local standards of care by ordinance after a public hearing. Additionally, the following criteria must be met in order to receive the exemption:

- Standards of care are provided to the parents of each program participant.
- Ordinance includes at a minimum: staffing ratios; staff qualifications; facility, health, and safety standards; and mechanisms for monitoring and enforcing the adopted local standards.
- Parents are informed that the program is not operated or advertised as a licensed day care

The attached ordinance proposes amendments to Chapter 1, Article 1.08, Division 1 of the Town of Trophy Club Code of Ordinances by amending Section 1.08.001 to incorporate the updated Standards of Care as an exhibit to the ordinance, referenced in the Code of Ordinances, rather than embedding them directly. This approach enhances accessibility and practical application while maintaining the flexibility to update the standards as needed.

The ordinance also outlines program administration, compliance monitoring, and communication with participants and mandates an annual review and potential updates to the standards.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

FISCAL IMPACT: There is no financial impact associated with this agenda item.

LEGAL REVIEW: Town Attorney, Dean Roggia, has reviewed the ordinance as to form and legality.

ATTACHMENTS:

1. Ordinance

ACTIONS/OPTIONS:

Staff recommends that the Town Council conduct the public hearing and move to approve the ordinance amending Article 1.08.001 of Chapter 1, Article 1.08 "Parks and Recreation" and adopting the 2025 Youth Programs Standard of Care.

**TOWN OF TROPHY CLUB, TEXAS
ORDINANCE NO. 2025-XX**

AN ORDINANCE OF THE TOWN OF TROPHY CLUB, TEXAS, AMENDING CHAPTER 1, ARTICLE 1.08 "PARKS AND RECREATION", DIVISION 1 OF THE CODE OF ORDINANCES, TOWN OF TROPHY CLUB, TEXAS, BY AMENDING SECTION 1.08.001 IN ITS ENTIRETY; AND ADOPTING UPDATED "YOUTH PROGRAMS STANDARDS OF CARE"; PROVIDING FOR INCORPORATION OF PREMISES; PROVIDING FOR AMENDMENTS; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Trophy Club, Texas (the "Town") is a home rule municipality acting under its Town Charter adopted by the electorate pursuant to Article XI, Section 5 of the Texas Constitution and Chapter 9 of the Local Government Code; and

WHEREAS, pursuant to the Town Charter and Texas law, the Town Council is empowered to adopt ordinances and rules for the good government of the Town; and

WHEREAS, pursuant to Section 42.041(b)(14) of the Texas Human Resources Code, the Town is required to abide by the established requirements for exempting recreational programs operated by municipalities for elementary-age (ages 5-13) children from childcare licensing requirements; and

WHEREAS, in order for the Town to receive exempt status for a youth recreation program, the Town must adopt the local Youth Programs Standards of Care ("Standards of Care") by ordinance after a public hearing; and

WHEREAS, the Town Council desires to amend Section 1.08.001 in its entirety and to adopt the standards of care as an exhibit to this ordinance for ease of reference, and to enhance public access to and practical application of the Standards of Care; and

WHEREAS, the Town Council hereby finds and determines, in the exercise of its governmental functions and legislative authority, that adopting this ordinance is in the best interest of the Town and the public health, safety, and general welfare.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF TROPHY CLUB, TEXAS, THAT:

SECTION 1.

INCORPORATION OF PREMISES

The above and foregoing premises are true and correct and are incorporated herein and made a part hereof for all purposes.

SECTION 2. AMENDMENT

Section 1.08.001 of the Code of Ordinances, Town of Trophy Club, Texas, entitled “Youth Programs Standards of Care” of Chapter 1 “General Provisions”, of Article 1.08 “Parks and Recreation”, of Division 1 “Generally”, is hereby amended and replaced in its entirety to read as follows:

“Section 1.08.001 **Youth programs standards of care.**

a. Authority.

The Town Council adopts the local Youth Programs Standards of Care (“Standards of Care”) for the Parks and Recreation Department (“Department”) and other Town youth recreation programs in compliance with the requirements of Texas Human Resources Code Sec. 42.041(b)(14), as amended, and pursuant to the Town’s home rule authority.

b. Adoption.

The Standards of Care, as set forth in **Exhibit A**, which is attached to this Ordinance are incorporated by reference for all purposes as if written word for word herein, and are hereby adopted by the Town Council as the Standards of Care for the Department, and other Town youth recreation programs. The Standards of Care are available for public inspection in the Office of the Town Secretary and in the Department’s Office.

c. Program administration.

- (1) The Town shall operate all youth recreation programs (“Youth Programs”) in compliance with the Standards of Care.
- (2) The Department Director, or designee (collectively or individually referred to herein as the “Director”), shall administer the Youth Programs and ensure compliance with the Standards of Care.

d. Program rules; monitoring.

- (1) The Director may adopt rules relating to the operation of the Youth Programs. A rule adopted by the Director may be more restrictive than the minimum standards adopted under the Standards of Care, after notice is provided to Youth Programs participants.
- (2) The Director shall monitor the Youth Programs to ensure compliance with the Standards of Care.
- (3) The State Department of Family and Protective Services will not regulate the Youth Programs nor be involved in any complaint investigation related to the Youth Programs, unless otherwise authorized or required by law, and this Ordinance serves as notice that Youth Programs operated by the Town are recreational in nature and are not licensed by the State, nor operated or advertised as child-care facilities or day care programs.

- (4) Any parent, visitor, or staff may register a complaint by calling the Department's Office at 682-237-2900 during the hours of 8:00 a.m. to 5:00 p.m. Monday through Friday.
- e. Distribution of Standards of Care.
 - (1) The Department shall post and make available copies of the Standards of Care in this Article or by rules adopted under this Article.
 - (2) The Department shall inform parents or guardians of each participant that the Youth Programs are not licensed by the State and the Youth programs may not be advertised as child-care facilities.
- f. Recommendation for amendment or re-adoption.

Each year the Director shall make recommendations to the Town Council regarding the adoption or amendment of the Standards of Care, in accordance with Texas Human Resources Code Sec. 42.041(b)(14), as amended.
- g. Request for exemption.

The Mayor is authorized to take all necessary actions to ensure that the exemption from the State Department of Family and Protective Services for the Youth Programs is maintained.”

SECTION 3. CUMULATIVE

This Ordinance shall be cumulative of all other provisions of ordinances of the Town, except where the provisions of this Ordinance are in direct conflict with the provisions of such ordinances, in which event the conflicting provisions of such ordinances are hereby repealed.

SECTION 4. SAVINGS

All rights and remedies of the Town are expressly saved as to any and all violations of the provisions of any other ordinance affecting the subject matter of this Ordinance within the Town which have accrued at the time of the effective date of this Ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances same shall not be affected by this Ordinance, but may be prosecuted until final disposition by the courts.

SECTION 5. SEVERABILITY

The sections, paragraphs, sentences, phrases, clauses, and words of this Ordinance are severable, and if any section, paragraph, sentence, phrase, clause, or word in this Ordinance or application thereof to any person or circumstance 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 Town Council hereby declares that it would have passed such remaining

portions of this Ordinance despite such invalidity, which remaining portions shall remain in full force and effect.

**SECTION 6.
PUBLICATION**

The Town Secretary of the Town of Trophy Club is hereby directed to publish the caption and Effective Date of this Ordinance if required by Section 3.16 of the Town's Charter.

**SECTION 7.
EFFECTIVE DATE**

This Ordinance shall become effective from and after its date of adoption and publication as provided by law, and it is so ordained.

PASSED AND APPROVED by the Town Council of the Town of Trophy Club, Texas this 13th day of January 2025.

Jeannette Tiffany, Mayor

ATTEST:

Tammy Dixon, Town Secretary

APPROVED AS TO FORM:

Dean Roggia, Town Attorney

EXHIBIT A

Trophy Club Youth Programs

Standards of Care



**Standards of Care
For
Youth Programs**

TROPHY CLUB YOUTH PROGRAMS STANDARDS OF CARE

The following Youth Programs Standards of Care (the "Standards of Care") have been adopted by the Town Council of the Town of Trophy Club, by ordinance, and are intended to be the minimum standards by which the town parks and recreation department will operate the town's youth programs. These programs operated by the town are recreational in nature and are not licensed by the state, nor operated or advertised as child-care facilities or day care programs. Adoption of these standards of care will allow the town to qualify as being exempt from the licensing requirements of the Texas Human Resources Code, in accordance with section 42.041(b)(14).

1. Definitions

Department. Town of Trophy Club Parks and Recreation Department.

Director. Town of Trophy Club Parks and Recreation Director or designee.

Employee or counselor. A person who has been hired to work for the town and has been assigned responsibility for managing, administering, or implementing some portion of the town's youth programs.

Parent handbook. Booklet of camp policies, procedures, required forms, organizational, and programming materials relevant to the town's youth programs.

Parent(s). A parent or guardian who has legal custody and authority to enroll a child in the town's youth programs.

Participant. A youth whose parent(s) have completed all required registration procedures and who has been determined to be eligible for the town's youth programs.

Program site. Trophy Club Municipal Utility District's Annex Building.

Recreation coordinator. The town's full-time programmer who has been assigned administrative responsibility for the town's youth program or designee.

Recreation superintendent. The town's full-time supervisor who has been assigned managerial responsibility for the town's youth program or designee.

Summer adventure camp. The town's youth program during the summer.

Town. Town of Trophy Club.

Town council. Town council of the town.

Youth program or program. A town-sponsored recreational program for youth that may be offered by the department after school, during the summer, during holidays, or during intersession. The term does not include any program or activity to which attendees are free to come and go at will without regard to the presence of a parent or other responsible adult to care for them.

2. General Information/Administration

- a. The governing body of the youth program is the town council.
- b. Implementation of the standards of care for youth programs is the responsibility of the director and department employees.

- c. The standards of care apply to all youth programs operated by the department including, but not limited to, the summer adventure camp.
- d. A current copy of the standards of care shall be made available for public view at town hall and the program site.
- e. Parents of participants will be provided access to a current copy of the standards of care through the town's website.
- f. Criminal background checks will be conducted on prospective youth program employees, when applicable. If results of the criminal check indicate that an applicant has been convicted of any of the following offenses, he or she will not be considered for employment:
 - (1) A felony or misdemeanor classified as an offense against a person or family;
 - (2) A felony or misdemeanor classified as public indecency;
 - (3) A felony or misdemeanor violation of any law intended to control the possession or distribution of any controlled substance;
 - (4) Any offense involving moral turpitude; or
 - (5) Any offense that is deemed by the director to potentially put the town or youth program participants at risk.
- g. Standards of care review: Standards will be reviewed annually and approved by ordinance by the town council after a public hearing is held in accordance with section 42.041(b)(14) of the Texas Human Resources Code.

3. Inspection/Monitoring/Enforcement

Standards of care established by the town will be monitored and enforced by the town departments responsible for their respective areas as identified below.

- a. Health and safety standards will be monitored and enforced by the town's police, fire, and code enforcement departments, as applicable.
- b. The recreation coordinator of sports and programs will make twice weekly visual inspections of the program.
- c. Complaints regarding enforcement of the standards of care shall be directed to the recreation superintendent. The recreation superintendent will be responsible to take the necessary steps to address the complaint and resolve the problem, if any. Complaints regarding enforcement of the standards of care and resolution of complaints arising under the standards of care shall be recorded by the recreation superintendent. All complaints regarding enforcement of the standards of care where a deficiency is noted will be forwarded to the director with the complaint and the resolution noted.

4. Enrollment

Before a child may become a participant, a parent/guardian must complete and sign registration forms that contain information pertaining to the participant and their parent(s). All of the following information must be provided:

- (1) Name, address, and telephone number;
- (2) Parent/guardian's name, address, and telephone numbers during program hours;
- (3) Emergency contacts including names and phone number during program hours;
- (4) Names and driver's license numbers of people to whom the child may be released;
- (5) A statement of the child's special problems, needs, or medical conditions;
- (6) Emergency medical authorization;
- (7) Permission for field trips; and
- (8) Liability waiver.

5. Suspected Abuse

- a. Program employees must report suspected child abuse or neglect in accordance with the Texas Family Code. In the case where a town employee is involved in an incident with a child that could be construed as child abuse, the incident must be reported immediately to the recreation superintendent or director. The recreation superintendent or director will immediately notify the police department and any other agency as may be appropriate.
- b. State law requires the staff of these programs to report any suspected abuse or neglect of a child to the Texas Department of Protective and Regulatory Services or a law enforcement agency. Failure to report suspected abuse is punishable by fine up to \$1,000.00 and/or confinement up to 180 days. Confidential reports may be made by calling 1-800-252-5400.

6. Staffing - Responsibilities and Training

- a. Recreation Superintendent and Recreation Coordinator.
 - (1) The Recreation Superintendent and Recreation Coordinator assigned are full-time, professional employees of the town and will be required to have all the same qualifications as outlined in subsection 6. b.
 - (2) The Recreation Superintendent and Recreation Coordinator must meet the minimum education/experience requirements for employment with the town to plan and implement recreation activities.
 - (3) The Recreation Superintendent and Recreation Coordinator must be able to pass a background investigation including a test for illegal substances.
 - (4) The Recreation Superintendent and Recreation Coordinator must have a current certification in first aid, Cardiopulmonary Resuscitation (CPR), and Automated External Defibrillator (AED). All certifications must be current during the operation of the program.
 - (5) The Recreation Superintendent is responsible for managing and administering all aspects of the program operations in compliance with the adopted Standards of Care.

- (6) The Recreation Coordinator is responsible for providing administrative support for the programs' daily operations in compliance with the adopted Standards of Care.
- (7) The Recreation Superintendent is responsible for hiring, supervising, and evaluating recreation leaders and recreation aides.
- (8) The Recreation Superintendent is responsible for managing and overseeing the planning, implementation, and evaluation of the programs.
- (9) The Recreation Coordinator is responsible for assisting with the planning, implementing, and evaluating the programs.
- b. Youth Program Staff.
 - (1) The program employees include recreation leaders and recreation aides.
 - (2) Program employees may be full-time, part-time, or seasonal employees of the town.
 - (3) Program employees shall be age 16 or older; however, each program site will have at least one employee age 21 or older on site at all times.
 - (4) Program employees should consistently exhibit competency, good judgment, and self-control when working with participants.
 - (5) Program employees must treat participants with courtesy, respect, tolerance, and patience.
 - (6) Program employees must have a current certification in first aid, Cardiopulmonary Resuscitation (CPR), and Automated External Defibrillator (AED). All certifications must be current during the operation of the program.
 - (7) Program employees must pass a background investigation when applicable, including testing for illegal substances.
 - (8) Program employees will be responsible for providing participants with an environment in which they can feel safe, enjoy wholesome recreation activities, and participate in appropriate social opportunities with their peers.
 - (9) Program employees will be responsible to know and adhere to all town, departmental, and program standards as well as policies and procedures that apply to the programs.
 - (10) Program employees must ensure that participants are only released to a parent or authorized person, designated by the parent or guardian. If a parent wishes their child to sign in or out without a parent or authorized person available, then the parent must provide specific, written authorization.
- c. Training and Orientation.

- (1) The department is responsible for providing training and orientation to program employees in working with children and for specific job responsibilities.
- (2) Program employees will be provided with a staff manual.
- (3) Program employees must be familiar with the standards of care as adopted by the town council.
- (4) Program employees must be familiar with the program policies including discipline, guidance, and release of participants as outlined in the staff manual.
- (5) Program employees will be trained with appropriate procedures to handle emergencies.
- (6) Program employees will be trained in areas including town departmental program policies, procedures, leading activities, and safety issues.
- (7) Program employees will be required to sign an acknowledgement that they have received the required training.

7. Operations

a. Staff to Participant Ratio.

- (1) The standard ratio of participants to staff is 1:15 based on average daily attendance. In the event a program employee is unable to report to the program site, the recreation coordinator of sports and programs will assign a replacement.
- (2) Program employees are responsible for being aware of the participants' habits, interests, and special needs as identified by the participants' parent(s)/guardian(s) during the registration process.

b. Discipline.

- (1) Program employees will implement discipline and guidance in a consistent manner based on the best interest of program participants.
- (2) There will be no cruel treatment or harsh punishment of program participants.
- (3) Program employees may use brief, supervised separation from the group if necessary.
- (4) As necessary, program employees will initiate behavior reports to the parents or guardians of participants. Parents will be asked to sign the behavior reports to indicate they have been advised about specific problems or incidents.
- (5) A sufficient number and/or severe nature of a discipline report(s) as indicated in the program manual may result in a participant being suspended from the program.
- (6) In instances where there is a danger to other participants or staff, offending participants will be removed from the program site as soon as possible.

c. Programming.

- (1) Program employees will attempt to provide activities for each group according to the participants' age, interests, and abilities. The activities will be appropriate to the participants' health, safety, and well-being. The activities must be flexible and promote the participants' emotional, social, and mental growth.
- (2) Program employees will attempt to provide indoor and outdoor time periods to include:
 - (i) Alternating active and passive activities;
 - (ii) Opportunity for individual, small and large group activities; and
 - (iii) Outdoor time each day as weather permits.
- (3) Program employees will be attentive and considerate of the participants' safety on field trips and during any transportation provided by the program.
 - (i) During trips, program employees must have access to emergency medical forms and emergency contact information for each participant;
 - (ii) Program employees must have a written list of participants in the group and must check the roll frequently, specifically before departure to and from any location; and
 - (iii) Program employees must have first-aid supplies and emergency care available on field trips.

d. Communication.

- (1) Each program site will have access to a telephone for use in contacting department staff or making emergency calls.
- (2) The Recreation Coordinator will make available all of the following telephone numbers to all employees at each site:
 - (i) Emergency services.
 - (ii) Trophy Club Police Department dispatch.
 - (iii) Parks and Recreation Department.
 - (iv) Poison control.
 - (v) Numbers at which parent(s)/guardian(s) may be reached.
 - (vi) Recreation Coordinator of sports and programs.
 - (vii) Recreation Coordinator of events.
 - (viii) Telephone and address for the program site itself.
 - (ix) Field trip destinations.

e. Transportation.

- (1) Before a participant can be transported to and from town-sponsored activities, the field trip release statement must be signed by a parent/guardian on the registration form.
- (2) First-aid supplies will be available in all program vehicles that transport children.
- (3) All program vehicles used for transporting participants must have available a portable fire extinguisher and must be accessible to the adult occupants.
- (4) Seatbelts must be worn at all times when the vehicle is being operated and when provided.

8. Facility Standards

a. Safety.

- (1) Program employees will inspect the program site daily to detect sanitation and safety concerns that might affect the health and safety of the participants. A weekly inspection report will be completed by the program employees and kept on file by the recreation coordinator of sports and programs.
- (2) Buildings, grounds, and equipment on the program site will be inspected, cleaned, repaired, and maintained to protect the health of the participants.
- (3) Program equipment and supplies should be safe for the participants' use.
- (4) Program must have first-aid supplies readily available at each site, during transportation to an off-site activity, and for the duration of the off-site activity.
- (5) Air conditioners, electric fans, and heaters must be mounted out of participants reach or have safeguards that keep participants from being injured.

b. Fire.

- (1) In case of fire, danger, explosion or other emergency, the program employees' first priority is to evacuate the participants to a designated safe area.
- (2) Each program site must have at least one (1) fire extinguisher approved by the town's fire marshal readily available to all program employees.
- (3) All program employees will be trained in proper use of fire extinguishers as well as locations of fire extinguishers through the program site.

c. Illness or Injury.

- (1) A participant who is considered by the director to be a health or safety concern to other participants or employees will not be admitted to the program.
- (2) Illnesses or injuries will be handled in a manner to protect the health of all participants and employees.
- (3) Program employees will follow plans to provide emergency care for injured participants with symptoms of an acute illness as specified in the program manual.

- (4) Program employees will follow the recommendation of the Texas department of State Health Services concerning the admission or readmission of any participant after a communicable disease.

d. Medication.

- (1) Parent(s)/guardian(s) must complete and sign a medication release that provides authorization for program staff to dispense medication with details as to times and dosages. The release will include a release and hold harmless exculpatory clause to protect the town.
- (2) Prescription medications must be in the original containers labeled with the participant's name, a date, directions, and the physician's name. The prescribing physician must provide written guidelines. Program employees will administer medication only as stated on the label. Program employees will not administer medication after the expiration date.
- (3) Nonprescription medications are labeled with the participant's name and the date the medication was brought to the program. Nonprescription medication must be in the original container. The program employees will administer medication only according to the label directions and with written parental or guardian permission.
- (4) Medications dispensed will be limited to those not requiring special knowledge or skills on the part of the program employees.
- (5) Program employees will ensure medications are inaccessible to participants. If necessary, medication will be kept in the refrigerator.

e. Special Needs.

- (1) Every reasonable accommodation will be made to address special needs participants and participants with disabilities.
- (2) For health and safety reasons, special needs or disabled participants must provide a personal attendant for assistance in feeding, changing of clothes, and using the restroom if needed.

f. Toilet Facilities.

- (1) The program site will have toilets located inside and equipped so participants can use them independently and program employees can monitor as needed.
- (2) There must be one (1) flush toilet for every thirty (30) participants. Urinals may be counted in the ratio of toilets to participants, but must not exceed 50% of the total number of toilets.
- (3) An appropriate and adequate number of lavatories will be provided.

g. Sanitation.

- (1) Program sites must have adequate light, ventilation, air conditioning, and heat.
- (2) The program must have an adequate supply of water meeting the standards of the Texas Department of Health for drinking water and ensure that it will be supplied in a safe and sanitary matter.
- (3) Employees must ensure that garbage is removed from buildings daily.



TOWN COUNCIL COMMUNICATION

MEETING DATE: January 13, 2025

FROM: Brandon Wright, Town Manager

AGENDA ITEM: Conduct a public hearing and consider an ordinance granting a franchise agreement to Community Waste Disposal for solid waste and recycling collection; authorizing the Town Manager to negotiate and execute the franchise agreement; and directing staff to prepare an ordinance to make necessary updates to Article 13.02 Solid Waste of the Town Code of Ordinances. (Tamara Smith, Assistant to the Town Manager)

- i. Conduct Public Hearing
 - ii. Consider Ordinance Approval
-

BACKGROUND/SUMMARY: The Town of Trophy Club's current contract for solid waste and recyclable material collection is with Allied Waste Services of Fort Worth, LLC, operating as Republic Services of Fort Worth. The contract was executed on August 11, 2020 and will expire on May 31, 2025. Section 10.03 of the Town Charter provides that the Town Council, after a public hearing, has the authority to enter into a franchise agreement by ordinance.

On August 26, 2024, the Town Council held a work session focused on solid waste and recycling management, with the intention of putting the service out for bid in the fall. The discussion covered several key topics including bulk pickup (whether to include bundled or unbundled items), recycling bin sizes (whether to maintain the 18-gallon containers or switch to 65-gallon or 95-gallon bins), household hazardous waste collection (whether this should be provided as on-demand door-side pickup or through annual collection events), and optional recycling programs.

Bids for the contract were solicited in October 2024, with a proposal deadline of November 14, 2024. Bidders had the option to submit proposals based on the current services provided by the existing contractor or offer alternatives such as weekly or twice-weekly solid waste collection, contractor-provided garbage carts, brush pickup frequency and bundling requirements, and recycling services including the size of containers. This approach allowed bidders to propose both current service level and enhancements to meet the Town's needs.

The Town received a total of five bids. Bid reviews were conducted by the Parks Department, Community Development Department, and Town Manager's Office. While five companies submitted bids, not every company bid on every service-level option. The two lowest cost options would require the Town to change collection frequency from two times per week to one time per week. Based on community feedback and the lack of sufficient cost savings, the

review team did not consider once-per-week collection as a viable option for Trophy Club. The amount of residential savings per month would, at most, be less than \$7.00 to receive four less collection days. The Town's current service level option was the next lowest cost service, which received bids from two companies. These two companies were invited for in-person interviews on December 17, 2024. After careful review, the review team found that Community Waste Disposal (CWD) provided the most competitive price and also satisfies the Town's solid waste and recycling collection needs.

CWD brings a wealth of knowledge and 40 years of experience in the solid waste and recyclable material industry. As the largest independently owned solid waste and recycling company in North Texas, CWD employs more than 500 dedicated professionals, many of whom have been with the company for five or more years. Since its founding in 1984, CWD has prided itself on being the most innovative company in designing programs that best meet the needs of its customers.

The solid waste and recyclable materials contract with CWD maintains a very similar service to the current solid waste and recycling service provided to Trophy Club residents and businesses. These services include residential twice-weekly trash pickup with customer-owned containers/bags, weekly recycling with an 18-gallon bin, bundled brush pickup, weekly bulk materials pickup up to 4 cubic yards, a new monthly service for household hazardous waste door-side pickup, and curb-side Christmas tree recycling collection. Additionally, residents will have the option to upgrade their recycling bins to a larger 95-gallon size for an additional \$3.41 a month. A new residential seasonal leaf recycling program will also be included, allowing for the collection of unlimited bagged leaves during a 3-week period each spring and fall.

Changes to the collection service will include servicing one half of the Town on Monday/Thursday and the second half of the Town on Tuesday/Friday. By splitting the Town into two collection zones, CWD will have more presence in Trophy Club allowing for improved response times to service requests, paid pickups, and seasonal volume increases. Bulky waste will be collected with the first 4-cubic yards at no charge, but quantities over 4-cubic yards will be billed to the residents at \$15.00 per cubic yard. The Town will also discontinue its household hazardous waste, electronic recycling, and document shredding events that will be replaced by monthly door-side collection scheduled by the homeowner. Additionally, the Christmas tree collection containers at Town parks will be discontinued and replaced with curb-side collection.

The first-year contract amount (June 1, 2025 through May 31, 2026) will be \$25.71 per month for residents. Residents have the option to receive a 95-gallon recycling cart for an additional \$3.41 per month bringing their total monthly total to \$29.12. Commercial rates begin at \$35.24 per month for carts and include various options for front-load containers, roll offs, and compactors. Additional commercial rate amounts are provided in the attached documents. In line with industry standards, the contract will allow for an annual adjustment to match the DFW Consumer Price Index. Over the last five years, this annual increase has averaged 4%.

The Trophy Club Code of Ordinances includes a solid waste article detailing how solid waste services are provided in the Town. Details in the ordinance are highly specific to the current contract with the current solid waste provider. Staff recommends that the ordinance be rewritten to be less specific to contract terms. Examples of best practices in solid waste ordinances are being gathered from other municipalities and referenced by the Town Attorney in drafting new ordinance language that will be presented at a future meeting with an effective date of June 1, 2025.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

FISCAL IMPACT: Annually, CWD will provide the current base price with annual increases based on the DFW Consumer Price Index. Below are the rates established for June 1, 2025 through May 31, 2026.

Residential Rates Beginning June 1, 2025:

	<i>New Rate</i>	<i>Increase from Current Rate</i>
Solid Waste and Recycling:	\$25.71	\$5.16
Solid Waste and Recycling with 95-gallon bin:	\$29.12	\$8.57

Commercial Rates Beginning June 1, 2025: (more details in attachments)

	<i>New Rate</i>	<i>Increase from Current Rate</i>
Commercial Carts (1x week) (more options available)	\$35.24	\$12.56
Front Load Container Rate 2 CU Yds (1x week) (more options available)	\$95.17	\$8.65
Front Load Container Rate 3 CU Yds (1x week) (more options available)	\$110.52	\$10.04
Front Load Container Rate 4 CU Yds (1x week) (more options available)	\$125.91	\$11.45
Front Load Container Rate 6 CU Yds (1x week) (more options available)	\$156.59	\$14.24
Front Load Container Rate 8 CU Yds (1x week) (more options available)	\$187.28	\$17.03
Compactor 30 Yds	\$621.74	NEGO

Compactor 35 Yds	\$621.74	NEGO
Compactor 42 Yds	\$621.74	NEGO
Roll Off 20 Yds	\$532.11	\$12.89 savings
Roll Off 30 Yds	\$606.81	\$20.58
Roll Off 40 Yds	\$773.06	\$33.48

Payments will be processed through the Finance Department and billed by the Trophy Club Municipal Utility District No. 1.

LEGAL REVIEW: Town Attorney, Dean Roggia, is working with the Town Manager to review and complete the contract with CWD.

ATTACHMENTS:

1. Ordinance
2. Rate Schedule
3. CWD Franchise Summary
4. Transition Timeline

ACTIONS/OPTIONS:

Staff recommends that the Town Council conduct the public hearing and move to approve the ordinance granting a franchise agreement to Community Waste Disposal for solid waste and recycling collection; authorizing the Town Manager to negotiate and execute the franchise agreement; and directing staff to prepare an ordinance to make necessary updates to Article 13.02 Solid Waste of the Town Code of Ordinances. The initial term of the franchise agreement will begin on June 1, 2025 through a period of five years with the option for five additional one-year renewal options. Staff will also prepare updated residential and commercial solid waste and recycling rates based on the contract with Community Waste Disposal.

**TOWN OF TROPHY CLUB, TEXAS
ORDINANCE NO. 2025-XX**

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF TROPHY CLUB, TEXAS, GRANTING A FRANCHISE AGREEMENT TO COMMUNITY WASTE DISPOSAL FOR SOLID WASTE AND RECYCLING COLLECTION AND DISPOSAL SERVICES WITHIN THE CORPORATE BOUNDARIES OF THE TOWN OF TROPHY CLUB, TEXAS; AUTHORIZING THE TOWN MANAGER TO NEGOTIATE AND EXECUTE THE FRANCHISE AGREEMENT SUBJECT TO THE PROVISIONS OF THE TOWN CHARTER; PROVIDING A REPEALER CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Trophy Club ("Town") is a home rule municipality acting under its charter adopted by the electorate pursuant to Article XI, Section 5 of the Texas Constitution and Chapter 9 of the Local Government Code; and

WHEREAS, the contract with Allied Waste Services of Fort Worth, LLC, dba Republic Services of Fort Worth, for solid waste and recyclable materials collection, transportation, and disposal services will expire on May 31, 2025; and

WHEREAS, the Town solicited proposals for solid waste management services within the corporate boundaries of the Town pursuant to RFP No. TMO2024-02 and finds and determines that a franchise agreement should be granted to Community Waste Disposal (the "Contractor"); and

WHEREAS, Section 10.03 of the Town Charter provides that the Town Council, after public hearing, has the authority to enter into a franchise agreement by ordinance; and

WHEREAS, the Town Council finds and determines that a franchise agreement should be granted to the Contractor to be effective beginning on June 1, 2025, to provide solid waste management services for the benefit of the health, safety, and welfare of the general public.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF TROPHY CLUB, TEXAS, THAT:

SECTION 1.

All of the premises and recitals above are true and correct and are hereby incorporated in the body of this Ordinance as if fully set forth herein.

SECTION 2.

The Town of Trophy Club, Texas (the “Town”) hereby grants a franchise agreement to Community Waste Disposal (the “Contractor”) to be effective on June 1, 2025, in accordance with the schedule, scope of services, rates, and other acceptable terms provided in the proposal submitted by the Contractor in response to RFP No. TMO2024-02, which is attached hereto as **Exhibit A** (the “Proposal”) and is incorporated in the body of this Ordinance as if fully set forth herein.

SECTION 3.

The Town Manager is hereby authorized to negotiate and execute a franchise agreement with the Contractor, subject to the requirements of the Town Charter and in accordance with the Proposal, and subject to review and approval by the Town Attorney.

SECTION 4.

This Ordinance shall be cumulative of all other provisions of ordinances of the Town, except where the provisions of this Ordinance are in direct conflict with the provisions of such ordinances, in which event the conflicting provisions of such ordinances are hereby repealed.

SECTION 5.

It is hereby declared to be the intention of the Town Council that the sections, paragraphs, sentences, clauses, and phrases of this Ordinance are severable, and if any section, paragraph, sentence, clause, or phrase of this Ordinance shall be declared unconstitutional by a the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining sections, paragraphs, sentences, clauses, or phrases of this Ordinance; since the same would have been enacted by the Town Council without the incorporation in this Ordinance of any such unconstitutional section, paragraph, sentence, clause, or phrase.

SECTION 6.

All rights and remedies of the Town are expressly saved as to any and all violations of the ordinances of the Town that have accrued at the time of the effective date of this Ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances, same shall not be affected by this Ordinance, but may be prosecuted until final disposition by the courts.

SECTION 7.
EFFECTIVE DATE

This Ordinance shall become effective upon passage and approval by the Town Council, and it is so ordained.

PASSED AND APPROVED by the Town of Trophy Club, Texas, this the 13th day of January 2025.

Jeannette Tiffany, Mayor

ATTEST:

Tammy Dixon, Town Secretary

APPROVED AS TO FORM:

Dean Roggia, Town Attorney

Exhibit A

Proposal

Exhibit A



Town of Trophy Club, Texas

**Request for Proposals
Solid Waste Management Services
RFP No. TMO2024-02**

Proposal Closing Time

3:00 PM Thursday, November 14, 2024



CommunityWasteDisposal.com
Since 1984



November 13, 2024

Town of Trophy Club
Attn: April Duvall
Director of Finance
1 Trophy Wood Drive
Trophy Club, TX 76262

RE: RFP #TMO2024-02 Solid Waste Management Services

Dear April,

Community Waste Disposal (CWD) is pleased to have the opportunity to provide the attached proposal for the Town of Trophy Club Residential and Commercial Solid Waste and Recycling Collection Services.

CWD agrees to be bound by the proposal submitted and to provide the services specified. We further agree that the proposal is a firm and irrevocable offer for ninety (90) days. All content and pricing listed in this proposal are based on information provided to CWD exclusively through this request for a proposal process. CWD will use the basis of the proposal submitted to negotiate a mutually agreed contract for an initial term of five (5) years and a mutually agreed optional extension.

Community Waste Disposal is the largest independently owned solid waste and recycling company in North Texas. Solid waste, as well as recycling collection, is our business. From the onset in 1984, CWD has prided itself in being the most innovative company when it comes to designing programs that best fit our customers' needs. We employ more than 500 dedicated men and women, many of whom have been with CWD for five or more years. We operate 190+ collection vehicles (97% are Compressed Natural Gas) that are maintained by our on-site truck shop and CNG fueling stations.

CWD is 100% privately owned and operated. We do not operate under the best interest of private equity firms, corporate shareholders, or answer to a board of directors, only our customers. With CWD, you will not be the recipient of some corporate initiative or restructuring, but rather a personalized approach and service that is catered to the needs of the customers in your Town.

CWD strives for excellence in doing what we do best, and our focus on our service area provides great benefits for our customers. Due to our longevity, it should be obvious that we are not interested in building a solid waste and recycling company in a hurry in order to sell it and depart from the industry. We are still in business because we offer what the other solid waste haulers cannot: personalized programs where value is placed on building lasting partnerships with our customers.

2010 California Crossing Road
Dallas, Texas 75220-2310
Ph 972.392.9300 Fax 972.392.9301

We attribute CWD's ability to control the quality of service and cost of doing business due to several strategic decisions we have made:

1. One Central Location

- By operating out of a single location at 2010 California Crossing Road in Dallas, CWD has complete visibility over the entire operation. Managing multiple sites creates barriers to truly gauge the quality of service across the Metroplex. CWD owns 25+ acres at our location and house every aspect of the operation.

2. No Call Center

- CWD's Customer Service Department is housed directly below the owners of the company and this gives us transparency and control over the quality of service. The Town can rest assured that no calls will be answered in a different state that services 100+ cities.

3. Leveraging Technology

- CWD utilizes Third Eye Service and Safety Verification on all new vehicles to monitor drivers while they are on route. This state-of-the-art technology gives CWD operations complete visibility over every aspect of the driver's day, from video service verification to safety monitoring.

4. Privately Owned and Operated – No Shareholders, No Private Equity

- CWD is the largest independently owned waste company in North Texas and the only area company to achieve this all through organic growth. CWD has never purchased another company or changed the company name in the 40 years of operating. According to the July 31, 2024 article by *Waste360* magazine ([found here](#)), CWD is the 23rd largest waste hauler in the United States based on 2023 revenue. Large enough to make an impact, but small enough for you to reach a decision maker.

5. No Subcontractors | No Temporary Staffing Agencies

- CWD does not utilize any subcontractors for routine collections, giving us greater control over the quality of the work being completed.

6. Investing in Our Employees

- Since CWD was established in 1984, Greg Roemer has operated CWD with the day-to-day employees in mind. We are able to eliminate the need for subcontractors and temporary staffing agencies by investing in our employees through several programs that include:
 - i. Quarterly Profit Sharing – employees earn up to 8% of prior twelve months earnings. Program has paid out over \$15,000,000 since its inception.
 - ii. Hiring, Referral and Safety Bonuses – CWD employees have several avenues to obtain different bonuses such as: clean DOT safety inspections (\$1,000), referral / hiring bonuses (up to \$5,000), and attending weekly safety meetings.
 - iii. Competitive Incentive Based Pay
 - iv. Major Medical Coverage, 401k Matching and other Industry Leading Programs

We appreciate the Town of Trophy Club's decision to include CWD in proposals for solid waste and recycling services. CWD is uniquely positioned in the North Texas markets to provide precisely the service that the Town currently has and is looking to continue. We are confident the competitive proposal that has been submitted by CWD will show the Town our interest in this partnership.

Sincerely,



Jason Roemer
President | Community Waste Disposal, L.P.
jroemer@cwd.to | 214.418.5017



Confidential Information

CWD considers this material as proprietary rate information that could affect their competitiveness if the waste services contract goes to competitive bid process. Therefore, CWD requests that their proposal content and all associated discussion information to be exempt from public disclosure. CWD requests this information is exempt from Public Records and is only allowed to be part of Public Records, after a ruling of the Attorney General of Texas.

2010 California Crossing Road
Dallas, Texas 75220-2310
Phone 972.392.9300
Fax 972.392.9301

Community Waste Disposal.com

Since 1984

Town of Trophy Club – Executive Summary

Solid Waste and Bulk Service for Residential Units

CWD has provided a base proposal that offers twice per week trash (customer containers/bins) and once per week bulk and unlimited tied & bundled brush collection to each resident, utilizing 2024, CNG Semi Automated Rear Load Vehicles

Solid Waste / Bulk / Tied & Bundled Brush	2xWeek
Customer Bags/Bins	20.72

Note (1)	All rates provided INCLUDE 12% franchise fee (base rate x 1.12) and disposal but excludes any other City Administrative Fees and Taxes
Note (2)	Solid waste rates INCLUDE 1xWeek bulky waste and unlimited tied & bundled brush collection. Bulky waste can be collected in <u>unlimited</u> quantities, with the first 4-cubic yards at no charge. Quantities above 4-cubic yards will be billed to the resident at \$15.00 cubic yard



CWD will utilize Rear Load vehicle for the trash, bulk and unlimited tied & bundled brush collection

Community Waste Disposal.com

Since 1984

Town of Trophy Club – Executive Summary

Recycle Service for Residential Units

CWD has provided a Base Proposal that offers once per week recycle collection to each resident utilizing 2024 or newer, CNG Semi Automated Rear Load (recycle) GVW Compliant Vehicles, picking up a CWD provided, brand new, 18-gallon green recycle bin.

Additionally, CWD has provided an alternate proposal for every other week recycle collection

Acceptable recycle materials include: mixed waste paper (including corrugated cardboard, newspaper, junk mail, phone books, beverage packaging, cereal boxes, chipboard, envelopes, magazines, etc.), steel and tin (fruit and vegetable) cans, aluminum cans, aerosol cans, plastic containers #1, 2, 3, 4, 5 & 7, and all colors of glass bottles / jars / containers.

Option	Container	1xWeek
Base	CWD 18g Bins	4.09
Optional Upgrade	CWD 95g Carts	7.50

Note (1)

All rates provided INCLUDE 12% franchise fee (base rate x 1.12) but excludes any other City Administrative Fees and Taxes



Community Waste Disposal.com

Since 1984

Town of Trophy Club – Executive Summary

Residential Door-side Household Hazardous Waste and Used Electronics Collection

is an additional service CWD provides to residents so that home-generated waste, including household hazardous waste, can be safely and easily disposed of or recycled. Door-side collection is an effective avenue to encourage participation by those who cannot, or will not, drive to events or drop-off locations. Upon request, CWD will provide all residents Door-side HHW & Used Electronics Collection services and will provide a collection kit, instructions, and a collection date to the resident. *All HHW material is processed at CWD's TCEQ certified facility at 2010 California Crossing Rd, Dallas, TX 75220*



HOUSEHOLD HAZARDOUS WASTE & USED ELECTRONICS
RESIDENTIAL DOOR-SIDE COLLECTION PROGRAM

THANK YOU for caring enough to properly dispose of your leftover household hazardous waste materials, including used electronics.

Customer Service
972.392.9300
Option 2

Monday-Friday
8:00 AM - 5:00 PM

Saturday
8:00 AM - 2:00 PM

1



Collection Kit

The kit is comprised of a 30-gallon plastic bag, instruction sheet, and labels for unmarked containers.

2



Collection Bag

For unmarked containers, use the provided labels to denote the contents. Put labeled items in the bag, but please do not overfill it. Electronics, auto batteries and fluorescent bulbs must be placed in cardboard boxes next to the filled bag.

3



Collection Day

Place the secured bag near your entrance door, garage or other area near the front of your home. Do not place the bag in or near an alley, at the curb or in the street. Do not allow children or pets access to the bag. Ensure the bag is out by 7:00 am on your scheduled day and is visible from the street.

Your collection date is _____

Door-Side Collection - HHW & Used Electronics (03/20/2022)

ACCEPTABLE ITEMS

Poison	Thermometers (No Mercury)	Auto Batteries (Up to Five)
Solvent	Fungicide	Fluorescent Straight Tubes, CFLs (Combined Total of No More than Five)
Oil-based & Latex Paint	Metal Polish	Flat Screen Television (One Only)
Aerosols	Moth Balls	Used Electronic Waste
Cleaners	Crocodile	Fire Extinguisher (One Only)
Gasoline	Used Motor Oil	
Antifreeze		

All liquids must be in sealed, labeled containers of five gallons or less.

UNACCEPTABLE ITEMS



Sharps (including needles and syringes placed into a sealed rigid plastic container)

Medicine

CRTs

Ammunition

Explosives

Tires

Asbestos

Any Materials In Unlabeled or Leaking Containers

Bulky Items (Stoves, Pianos, etc.)

SAFETY REMINDERS

- 1 Never mix materials; there may be an adverse chemical reaction!
- 2 Keep materials in their original containers whenever possible.
- 3 Always seal containers to prevent leakage.
- 4 Label any items that are not already clearly marked.

LIMITS

The maximum quantity of waste items to be collected is limited to what will fit in the bag, with the exception of up to five (5) auto batteries, five (5) fluorescent tubes and/or CFLs, and limited consumer electronics outside the bag.

Individual items or bags may not weigh more than 40 pounds.
Combined items should not exceed one (1) cubic yard.

GENERAL GUIDELINES

- ★ Place your household hazardous waste **INSIDE** the bag to a **MAXIMUM** of 40 lbs. **DO NOT OVERFILL THE BAG.**
- ★ Use only the bag provided to you.
- ★ The bag must be closed securely.
- ★ Do not drag the bag.
- ★ Place all electronics, auto batteries, and fluorescent bulbs in cardboard boxes **OUTSIDE** the bag. Wrap fluorescent tubes together with tape if you are disposing of more than one. If available, use the original packaging to hold the tubes and stand them up to prevent breakage.

972.392.9300
Monday-Friday 8:00 AM - 5:00 PM
Saturday 8:00 AM - 2:00 PM

COMMON ELIGIBLE ITEMS

Household Hazardous Waste (HHW): Aerosols, Antifreeze, Antiknock (Antiknock), Automotive Products (Antifreeze, Motor Oil, etc.), Batteries (Automotive/Household), Cleaners/Wax, Flammable, Lubricant (Oil), Paint, Personal Products, Poison (Household/Garden)

Used Electronic Waste: Flat Screen Television, CPU, Laptop, Handheld Computer, Keyboard, Printer, Mouse, Cable, CD-ROM, Remote Control, Calculator, VCR, CD Player, Stereo, Scanner, House Phone

Service Type

On-call Door-side HHW and Used Electronics
(1xMonth)

Per Home Per Month
In addition to trash/recycle option

\$0.90


Community Waste Disposal.com

3

Page 137 of 555

Community Waste Disposal.com

Since 1984

Free City Services



CWD has a wide range of commercial services, with containers varying in size from two to forty cubic yards.



Description	Frequency	Service	Cost Per Home Per Month (included in proposal pricing)
Drop-off Event	2xYear	11 – 30yd roll off hauls per year for biannual drop-off	\$0.05
City Roll Off Services Addendum #2	Annual	43 – 30yd roll off hauls per year	\$0.03
City Front Load Services	2xWeek	7 – 3yd front load containers 2xWeek	-
Performance Bond	Annual	\$100,000	-

Community Waste Disposal.com

Since 1984

Town of Trophy Club – Executive Summary

At CWD, we purchase nothing but the latest, highest quality equipment. For the Trophy Club contract, all trucks will be Compressed Natural Gas (CNG).

Equally important, each route truck is equipped with extra axles to ensure they are GVW compliant. Due to the reduction of weight per square inch per tire this can save the City hundreds of thousands of dollars in street repairs.

The following 2024 models will be utilized for this contract.



6 – CNG Semi Automated Rear-Load
GVW Compliant Trash/Recycle Trucks

Value - \$2,400,000

4,700 – 18-Gallon Recycle Bins

Value - \$117,500



52 – Commercial Front Load Dumpsters

Value - \$104,000

Grand Total - \$2,621,500

Community Waste Disposal.com

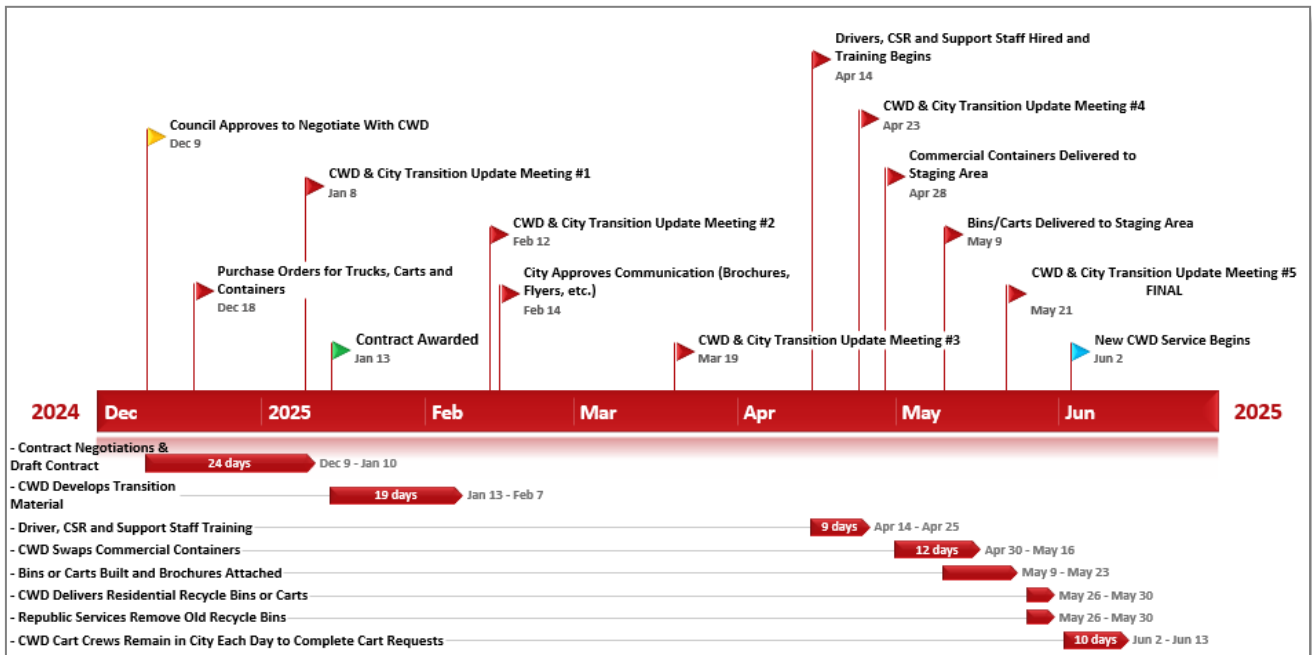
Since 1984

Town of Trophy Club – Executive Summary

Transition Plan

A successful transition begins with good communication. Each municipality has different needs, therefore no two plans are exactly alike. CWD management understands this and will customize a plan just for you.

Below is a tentative transition plan for the Town of Trophy Club.



In the last five (5) years, CWD has successfully transitioned **fifteen (15)** municipalities. The most recent are listed below

<u>City/Town</u>	<u>Start Date</u>	<u>Previous Vendor</u>
Oak Leaf	January 2024	Barnes Disposal
Southlake	October 2023	Republic Services
Pantego	September 2023	Republic Services
Dalworthington Gardens	September 2023	Republic Services
Glenn Heights	June 2022	Waste Management

We encourage you to contact these cities to learn more about their transition. **See Tab 6** for a full list of CWD's municipal partners and contact information

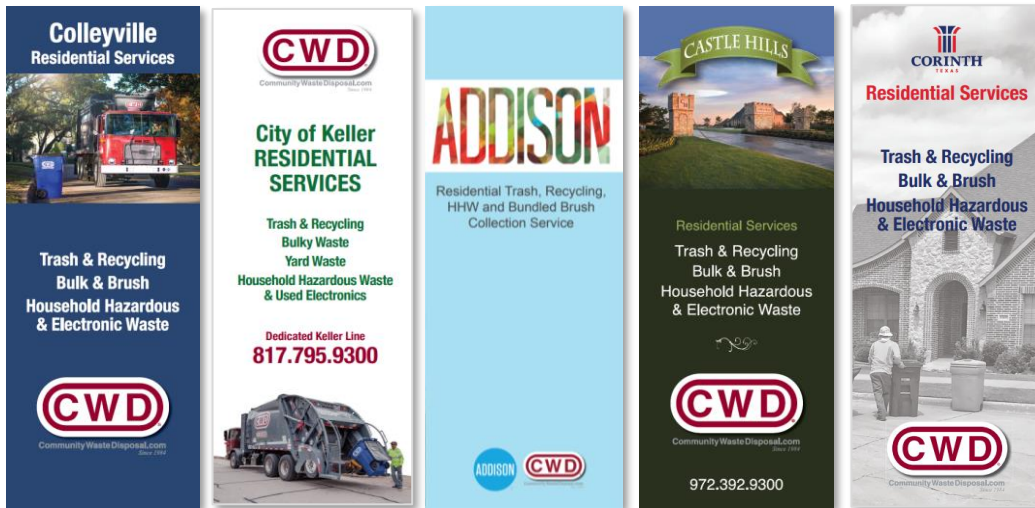
Community Waste Disposal.com

Since 1984

Town of Trophy Club – Executive Summary

Startup Campaigns & Communication

When choosing a new waste disposal company, reviewing the startup plan is a must. In recent years, CWD has successfully implemented its award-winning services in several communities. CWD will develop a full color service brochure that explains services provided (specific to Town of Trophy Club), collection days, and how to reach us with questions.



Examples of CWD brochures for startup campaigns

CWD's **in-house graphic designer** can also create service specific graphics to be used on social media and utility bills to educate residents on collection guidelines and best practices.



Community Waste Disposal.com

Since 1984

Town of Trophy Club – Executive Summary

CWD Vehicle Technology



3rd Eye Video Safety System, Live GPS Tracking & Video Service Verification

The 3rd Eye video-based safety program and transportation intelligence platform transform fleet performance. The 3rd Eye system utilizes a combination of video footage, driver intelligence, and personalized performance profiles to provide a comprehensive view of risky driver behavior.

Live GPS Tracking and Breadcrumb Trails

CWD will utilize GPS tracking through 3rd Eye's integrated truck system on collection vehicles used for this contract. GPS breadcrumb trails are made instantly available to CWD and City Staff to see exactly where the trucks servicing the City are and where they have already been that day.

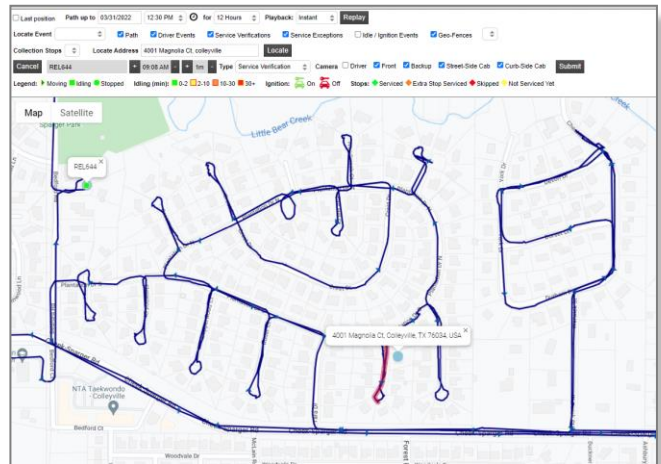
Continuous Video Recording and Service Verification

In addition to the 3rd Eye Safety Monitoring and Live GPS capabilities, CWD trucks servicing the City will be equipped with their Verif-Eye Service Confirmation System. Each collection truck is equipped with 4-6 cameras (depending on type) and the Verif-Eye system allows for those cameras to be continuously recording throughout the day. In the back office, CWD employees and managers have the ability to search by address and submit a request for a 1–5-minute video. There is no charge for the video request and the media link to the video is provided typically within minutes.

CWD will grant the City access to Live GPS tracking of all vehicles used in this contract



Example of an on-demand service verification video



Example of 3rd Eye GPS breadcrumb trail of a Colleyville residential driver

Community Waste Disposal.com

Since 1984

Town of Trophy Club – Executive Summary

Residential Construction Debris

The CWD Residential Roll Off is ideal for residential clean up. The vehicle is smaller and lighter than large industrial roll off trucks, making it more suited for residential driveways and surrounding property.

The 12 cubic yard container is low to the ground and easy to load. For just **\$450.00** the resident will receive:

- Container Delivery
- One Weeks Rental
- One Haul (includes disposal)

CWD will invoice the user.



Single Axle light weight vehicle is sized for residential properties

12 yard container is easy to load



Community Waste Disposal.com

Since 1984

Town of Trophy Club – Executive Summary

Storm Debris Management Program:

At the City's request, CWD will dispatch crews to provide swift Storm Debris Management (SDM). Depending on the damage or size of the storm, CWD will deploy one or both of the following SDM Teams:

Team 1: Rear Load and Boom Trucks:

This team will consist of 2 trucks and 3 CWD employees. Rear load crews are excellent for bulky waste items or narrow residential streets, whereas Boom Trucks excel at quickly collecting fallen trees and brush piles with a lift arm. Under CWD's supervision, up to 59 trucks and crews can be dispatched on Saturdays and Sundays. The charge is **\$260.00** per truck hour plus disposal or **\$15.00** per cubic yard plus disposal.



On short notice, CWD will deploy SDM crews



Team 2: Open Tops and Bobcats:

Again, CWD employees will provide and operate bobcats to load CWD open tops. This system is excellent for demolition of large structures. In a most recent tornado event, CWD members of Team 2 cleared over 1,520 yards of debris in just 133 hours. The charge is **\$125.00** per bobcat hour plus standard roll off open top haul rate.



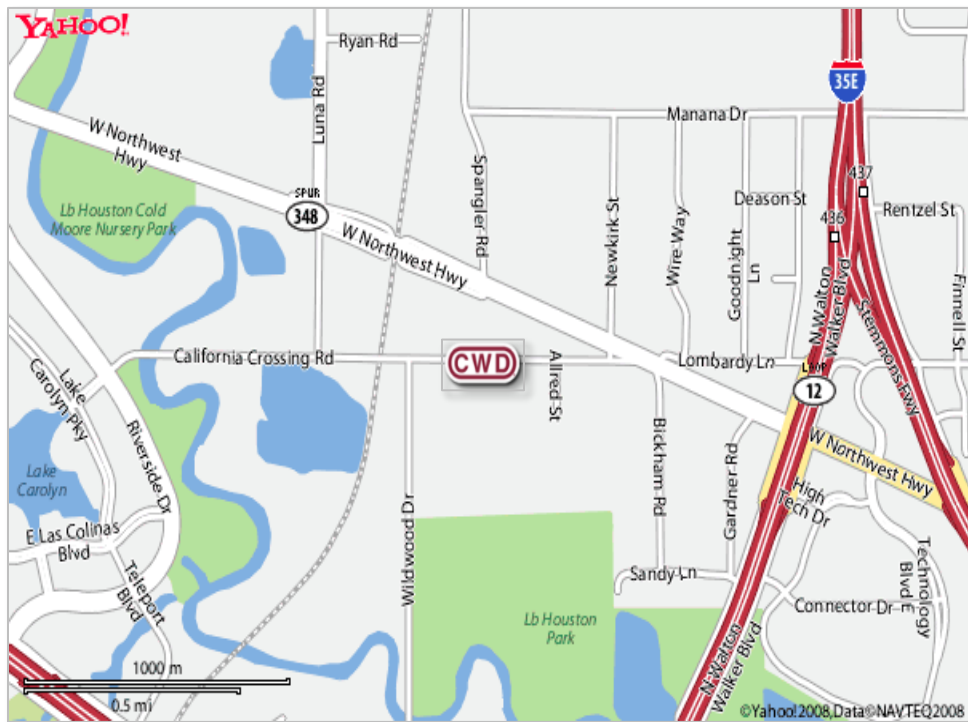
Community Waste Disposal.com

Since 1984

Town of Trophy Club – Executive Summary

Transfer Station

Landfills are often located far away and in undesirable areas. Additionally, the roads in and out are seldom paved and are often laden with scattered debris; not the place for a homeowner and their personal vehicle! By contrast, CWD owns and operates a registered transfer station at 2010 California Crossing Rd., Dallas, Texas 75220. The area is solid concrete, well lighted, security accessed, and completely camera-monitored, 24/7. City residents will have access to this facility for their residential disposal needs.



Town of Trophy Club residents will have access to CWD's transfer station up to once (1) per month to dispose of up to 4CY of bulky waste or brush.

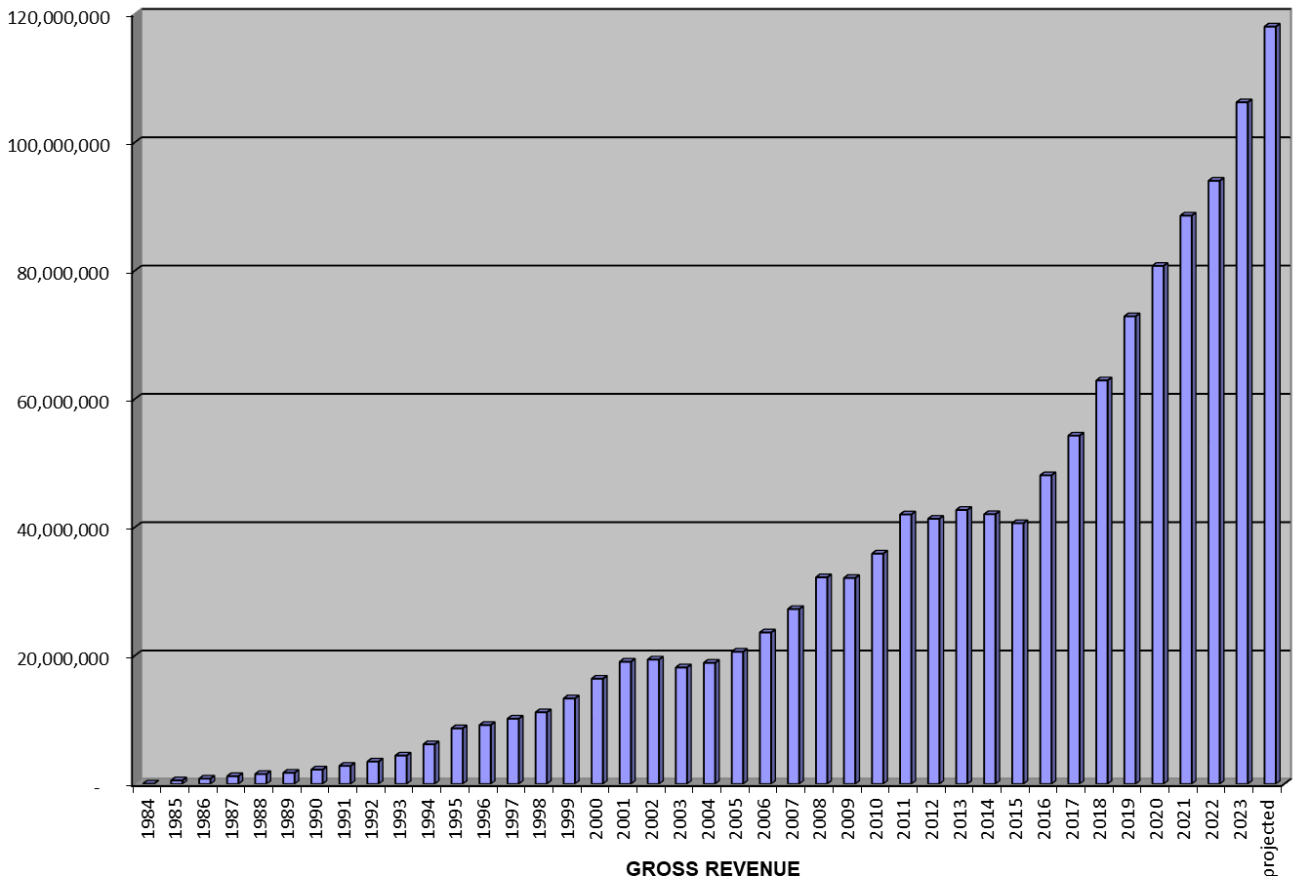
Community Waste Disposal.com

Since 1984

Town of Trophy Club – Executive Summary

Landfill Availability:

Some of the D/FW area landfill owners would like the public to believe that there is a shortage of disposal space. The suggested conclusion implies that if you don't do business with a landfill owner, you may someday be without a site on which to dispose of your trash. In the foreseeable future, nothing could be farther from the truth. In fact, the ability to divert large volumes of monthly tonnage at any one of D/FW's 16 disposal sites allows for competitive bidding, resulting in lower disposal rates. Within 50 miles of CWD's refuse transfer station is disposal capacity totaling "784 remaining" years, assuring you, the customer, cost effective disposal options.



Community Waste Disposal.com

Since 1984

Town of Trophy Club – Executive Summary

EXHIBIT A

Annual Cost Adjustment and Revenue Sharing Models Trophy Club

All rates charged by Community Waste Disposal (contractor) will be subject to an Annual CPI/CNG Fuel/Disposal Cost Adjustment. The first annual adjustment will be effective twelve (12) months from the contract date, and subsequent adjustments will be made each year through the term of the contract. The Annual Adjustment will be applicable to all charges for Trash, Recycling, and other services for both residential and commercial services as contained in the contract. Rates and fees will be adjusted by the contractor for the second and subsequent Contract years for the term of the contract, based on the indices and methodology as described below. If any index defined herein shall not be determined and published or if any index as it is constituted on the Contract Date is thereafter substantially changed, there shall be substituted for such index another index which is determined and published on a basis substantially similar to the index being replaced as shall be mutually agreed upon by the City and the Contractor. The percentage breakdown among the three components of the annual adjustment (CPI, CNG Fuel, Disposal) will vary based on the type of service rendered (System) and can be found on the System Chart below. Annual Cost Adjustment is not based on service performance and will not be unreasonably withheld or denied.

CPI (*see System Chart for %*)

The basis for the CPI component of the annual increase will be the increase in the "Consumer Price Index – All Urban Consumers", all items (not seasonally adjusted) **less Energy**, for the Dallas-Fort Worth, TX Area as published by the U.S. Department of Labor Bureau of Labor Statistics. The contractor has designated (*see System Chart for amount*) % of fees and charges to be adjusted by the CPI index. For the Annual Cost Adjustment to be effective on the first anniversary of the contract date, the Base or previous CPI index will be the most recent index published two (2) months prior to the date of the contract, and the Current CPI Index will be the most recent Index published two (2) months prior to the current year's contract anniversary date. For subsequent years the Base CPI will be the previous year's "Current Index Value" and the Current CPI Index will be the most recently published Index two (2) months prior to the current year's contract anniversary date.

CNG FUEL (*see System Chart for %*)

The CNG Fuel portion of the Annual Adjustment will be determined using the increase in the Henry Hub Natural Gas Spot Price (Dollars per MMBTU) as published by the Energy Information Administration of the U.S. Department of Energy (<https://www.eia.doe.gov/dnav/ng/hist/ngwhhdm.htm>). The contractor has designated (*see System Chart for amount*) % of fees and charges to be adjusted by the CNG Fuel index. For the Annual Cost Adjustment to be effective on the first anniversary of the contract date, the Base or Previous CNG Fuel Index will be the average Henry Hub Natural Gas price per MMBTU for the most recent three (3) month period ending two (2) months prior to the date of the contract. The Current CNG Fuel Index will be Henry Hub Natural Gas price per MMBTU for the three (3) month period ending two (2) months prior to the contract anniversary date. For all subsequent years of the contract the Base or Previous CNG Fuel Index will be the previous year's "Current Index Value", and the Current CNG Fuel Index will be the average Henry Hub Natural Gas price per MMBTU for the three-month period ending two (2) months prior to the current years contract anniversary date.

Revised 11-11-2024

Page 1 of 3

Community Waste Disposal.com

Since 1984

Town of Trophy Club – Executive Summary

DISPOSAL (see System Chart for %)

The Disposal portion of the Annual Adjustment will be determined using the increase in the CWD gate rate price plus related fees for the CAMELOT Landfill. The contractor has designated (see System Chart for amount) % of fees and charges to be adjusted by the Disposal rate changes. For the Annual Cost Adjustment to be effective on the first anniversary of the contract date, the Base or Previous Disposal Index will be the CAMELOT Landfill gate rate effective on the date the CWD bid was submitted. The Current Disposal Index will be the CAMELOT Landfill gate rate in effect ten (10) months from the contract start date. For all subsequent years of the contract the Base or Previous Index value will be the previous year's "Current Index Value", and the Current CNG Fuel Index will be the CAMELOT Landfill gate rate in effect one month prior to the current years contract anniversary date. In the event that the designated landfill closes or is no longer available to CWD, a new Landfill Cost per ton will be calculated utilizing the substituted Landfill's rate per ton, plus any additional costs associated with increased time in/out of the new landfill, and increased travel to the new Landfill.

SYSTEM CHART

	Front Load Trash	Roll Off Trash	Roll Off Excessive Weight	Residential Trash	Recycle
CPI	88%	56%	0%	74%	88%
CNG Fuel	3%	2%	0%	3%	4%
Disposal	29%	42%	100%	23%	8%
Total	100%	100%	100%	100%	100%

EXAMPLE (Residential Trash)

Contractors Base Fee Adjustment Indices	Index Percentage	Previous (Base) Index Value	Current Index value	Change in Index Value	Index Percentage Change	% Applied to Annual Cost Adjustment
Consumer Price Index	74%	287.504	298.152	10.648	3.70%	2.74%
CNG Fuel Cost	3%	\$3.515	\$3.912	\$0.397	11.29%	0.34%
Disposal Cost	23%	\$32.00	\$32.50	\$0.50	1.56%	0.36%
Annual Adjustment	100%					3.44%

Recyclable Materials List- If a sustainable market is no longer available for a recycle commodity, CWD will inform the City/Town, and have the material removed from the acceptable list. In addition, if the value of any of the recycle commodities falls below zero dollars, CWD may petition the City/Town to have the item removed from the accepted materials list. As an alternative to removing recycle commodities as described above, CWD may request a special rate adjustment that would allow CWD to continue to recycle the materials.

Revised 11-11-2024

Community Waste Disposal.com

Since 1984

Town of Trophy Club – Executive Summary

RECYCLE REVENUE SHARING MODEL

The CWD revenue sharing program factors market value of material, a known component Percentage of the materials, and the per ton processing fee. The commodities pricing is determined by highly respected national journals that regularly determine the value of each material we will be collecting from the residents. This price is applied to the attached spreadsheet to determine the overall value of the tonnage collected from your community.

Community Waste Disposal Recycle Revenue Sharing Calculations Trophy Club

Total Tons Received by CWD (estimated)		810		Adj. Annually	
Per Ton Processing Fee & Transportation Fee (Note 1)		\$ 98.71			
Total Processing Fee		\$ 79,955.00			
Commodity	Adj. Annually Component %	Note 3 Pricing Structure	Note 4 Adj. Used Monthly Published Value Dollars Per Ton	Total \$	Tons
CNP	2.10%	RP1 - #6 Southwest HI	\$ 35.00	\$ 6,355.00	17.00
OCC	35.62%	RP1 #61 Southwest HI	\$ 100.00	\$ 36,852.00	288.00
Mixed Paper	9.91%	RP1 Mixed Paper #6 HI	\$ 35.00	\$ 4,414.91	80.27
Aluminum	0.52%	SNP - Region 6 Houston High	\$ 1,500.00	\$ 6,316.00	4.20
Steel/Tin	0.87%	SNP - Region 6 Houston High	\$ 120.00	\$ 645.60	7.00
PETE	2.20%	SNP - Region 6 Houston High	\$ 400.00	\$ 8,420.70	30.30
HDPE - Natural	0.73%	SNP - Region 6 Houston High	\$ 1,000.00	\$ 6,366.04	5.92
HDPE - Colored	0.70%	SNP - Region 6 Houston High	\$ 100.00	\$ 1,108.08	6.35
Mixed Plastic	0.24%	SNP - Region 6 Houston High	\$ 20.00	\$ 26.88	1.90
Mixed Glass	9.54%	SNP - Region 6 Houston (Note 5)	\$ (5.00)	\$ (695.47)	77.27
Residue	37.65%			\$ -	303.35
	100.00%		\$ (5.00)	\$ 54,638.59	810.00

Total Gross Recycle Revenue	\$ 54,638.59
Less Total Processing Fees	\$ (79,955.00)
Net Revenue	\$ (25,316.41)
80% City Share of Net Positive Revenue	NA
Revenue Share Per Ton	\$ -

- NOTE 1 Processing & Transportation Fees will be adjusted annually based on CPU, Disposal, and Fuel increases.
- NOTE 2 Per ton rebate cannot exceed \$40 per ton. City will never be required to pay contractor for negative revenue values. Any negative values will carry forward and must be brought back to zero before compensation to the city begins or returns.
- NOTE 3 SNP = Secondary Materials Pricing (PPI = Pulp & Paper Week)
- NOTE 4 Published Value Dollars Per Ton as of 9-00-2024
- NOTE 5 Published Value Dollars Per Ton includes index price plus \$17.00 per ton transportation.
- NOTE 6 Any past deficits must be cleared before Revenue Sharing payments begin.

Recyclable Material List:

- Loss of Sustainable Market** – If a sustainable market is no longer available for a recycle commodity, CWD will inform the City/Town to have it removed from the accepted materials list. Example: There is one glass buyer based in Midland Texas, if they will no longer accept our glass, CWD would have no sustainable market for the commodity.
- Negative Market Value** – If the value of any of the recycle commodities falls below zero dollars, CWD may petition the City/Town to have the item removed from the accepted materials list. The request to remove the item will not be unreasonable if withheld by the City/Town.

Revised 11-11-2024



**PURCHASING AND CONTRACTING DEPARTMENT REQUEST FOR
PROPOSALS (RFP)**

**For
SOLID WASTE MANAGEMENT SERVICES
FOR THE TOWN OF TROPHY CLUB**

RFP No. TMO2024-02

Issue Date:

October 14, 2024

PROPOSAL SUBMISSION DEADLINE:

**November 14, 2024, BY 3:00 PM (CST) CENTRAL STANDARD
TIME**

NO LATE BIDS SHALL BE ACCEPTED

RESPONSES SHALL BE DELIVERED TO:

Town of Trophy Club 1
Trophy Wood Drive
Trophy Club, TX 76262

RESPONSES SHALL BE MAILED TO:

Town of Trophy Club Finance Department 1
Trophy Wood Drive
Trophy Club, TX 76262

Pre-Submittal Conference will be held:

October 28, 2024
Community Conference Room 1
Trophy Wood Drive
Trophy Club, TX 76262

**FOR ADDITIONAL INFORMATION
REGARDING THIS RFP PLEASE CONTACT:**

April Duvall
Director of Finance
aduvall@trophyclub.org

**PROPOSERS MUST RETURN THIS
COMPLETED COVER SHEET ALONG WITH
THE PROPOSER'S RESPONSE:**

April Duvall
Director of Finance
aduvall@trophyclub.org
1 Trophy Wood Drive
Trophy Club, TX 76262

**NAME AND ADDRESS OF COMPANY
SUBMITTING PROPOSAL:**

Community Waste Disposal, L.P.

2010 California Crossing Rd.

Dallas, TX 75220

Contact Person: **Jason Roemer**

Title: **President**

Phone: **(214) 418-5017** Fax: ()

Email: **jroemer@cwd.to**

Signature: 

Printed Name: **Jason Roemer**

Shall contract be available for Cooperative Contract use? (See Section 25, page 9)

Yes ___ No **X**

Acknowledgment of Addenda: #1 **X** #2 **X** #3 ___ #4 ___ #5 ___

1 of 85

Contractor's Initial



NOTICE TO PROPOSERS

The Town of Trophy Club is soliciting proposals for the collection and disposal of residential, commercial and Town facility solid waste commodities including recycling. Through this solicitation, the Town seeks proposals that will provide efficient and cost-effective options for the collection and disposal of solid waste and recycling materials.

Sealed proposals will be received by the Town of Trophy Club, Finance Department, at the Trophy Club Town Hall, 1 Trophy Wood Drive, Trophy Club, TX 76262 until 3:00 PM on November 14, 2024, at which time the names of all proposers will be read aloud and proposals duly delivered and submitted will be considered for the following:

RFP 2024-02 Solid Waste Management Services

Section 100. Delivery of Proposals

Any proposal received and time stamped after the stated closing time deadline will be returned unopened. Reliance on the post office or delivery services will not be considered an adequate reason for granting an exception for failure to meet the required deadline for consideration of proposals. The outside of the box or package should be clearly marked "**RFP 2024-02 Solid Waste Management Services Proposal**" and include the proposer's name, contact person, address, telephone number, e-mail address and attention Finance Director.

Section 110. Pre-proposal Conference

A mandatory pre-proposal conference will be conducted on October 28, 2024, at 3:00 PM in the Community Conference Room of the Trophy Club Town Hall, 1 Trophy Wood Drive, Trophy Club, TX 76262. Any questions or concerns regarding the contents and requirements of this RFP will be discussed at the conference and appropriate addendums to the RFP will be considered. Written responses to any RFP related question received following the conference will be sent to all parties who attend the pre-proposal conference via e-mail.

Section 120. Right to Reject

Until the final award by the Town of Trophy Club, said Town reserves the right to reject any and/or all proposals for any reason or for no reason at all, and to waive technicalities and to proceed otherwise when the best interests of the Town will be realized. Costs incurred in the preparation of a proposal are the sole responsibility of the proposer.

Section 140. Proposer Contact with the Town

To ensure an objective, orderly award process that provides all potential proposers an equal opportunity to compete for and win Town business, the following requirements will be enforced during the proposal process:

1. All requests for information will be made either at the pre-proposal conference or directly to Finance Director at (aduvall@trophyclub.org). Answers to all information pertinent requests will be sent to all who attend the pre-proposal conference.
2. No direct contact with or lobbying of Town Management, members of the RFP evaluation committee or the Town Council will be permitted during the RFP process.
3. No gifts, lunches or other gratuities will be accepted by the Town.

Section 150. Information Contained in the RFP

The information set forth in this Request for Proposals (RFP) and in all appendices attached hereto has been presented solely to assist interested proposers in making their own evaluation of the resources required to provide residential solid waste services to the Town's residents and is not intended to be all inclusive or to contain all of the information that a prospective proposer may desire. The Town has made no independent effort to determine the accuracy of completeness of such information. The proposer is solely responsible for making all necessary investigations and evaluations of information, which will or could affect their performance including the costs of providing the requested services.

TENTATIVE SCHEDULE

Release RFP	October 14, 2024
Pre-proposal Conference:	October 28, 2024, at 3:00 PM Community Conference Room Trophy Club Town Hall 1 Trophy Wood Drive Trophy Club, TX 76262

This is a mandatory meeting for all vendors.

Q&A Deadline	November 4, 2024, at 5:00 PM
Due Date:	November 14, 2024, at 3:00 PM

IMPORTANT INFORMATION TO PROPOSERS

Section 300. Invitation for Proposals

The Town of Trophy Club invites sealed Proposals for garbage collection and disposal, and collection of recyclables and yard waste for delivery to permitted and/or approved recycling and/or as option yard waste facilities from all single-family dwellings, commercial and Town facilities. The Town estimates approximately 4,504 single family accounts collected by the winning Proposer (also referred to in this RFP as the “Contractor”) and billed by the Town and 92 commercial accounts collected and billed by the contractor. A residential and commercial area map can be found in Appendix B. The proposed scope of work is described in detail within this Request for Proposals.

The Town currently has a contract with Republic Services which establishes a set fee structure for disposal services. Once a Contractor is selected, disposal costs will also be calculated into the base proposal. One rate will then be established for the Customer which includes the Base Proposal, Franchise Fee and/or Billing Fee, and Disposal Costs.

The Town reserves all rights in accordance with the requirement of the laws of the State of Texas, Town Charter, and the Town Code, without qualification, including, but not limited to any of the following:

Select any Proposal.

Waive any formality, technicality, or irregularity in Proposals received.

Reject any Proposals, which are not legible, not complete or contain irregularities.

Reject any Proposals not received on or before the due date and time specified.

Obtain clarification from Proposers concerning Proposals.

In order for your submission to be considered eligible, you must complete the following:

1. The Proposal must be properly completed (in ink or type);
2. The Proposal must be signed by an authorized contracting agent of your company;
3. The Proposal must be returned in its entirety with each page initialed by the Contractor/Proposer; and
4. The Proposal shall be filed with the Town of Trophy Club Finance Department, 1 Trophy Wood Drive, Trophy Club, TX 76262 no later than 3:00 PM on November 14, 2024.

Section 320. Required Format of Proposal

- **The Proposal must contain ALL of the required paperwork.**
- **ALL forms must be completed in their entirety and ALL questions must be answered directly on the form and/or expanded onto additional pages when necessary. References to company brochures and flyers will not be acceptable as an answer.**

- The Proposal must be organized into the required sections in the required order.
- Proposals submissions shall be provided in searchable PDF format with all of the required sections included.
- Refer to the checklist that follows to assist you in your submission.

Required Format of Proposal:

Proposals must be organized and submitted intact with all of the information in appropriately labeled sections in the following order:

Sealed Box with the Proposer's name and address in the upper left-hand corner and marked Sealed Proposal for "RFP 2024-02 Solid Waste Management Services" in the lower left-hand corner containing a minimum of one (1) USB Drives each containing an electronic copy in searchable pdf format.

1. Proposal Cover Sheet/ Acknowledgement of Addendum(s) signed/sealed by the authorized Contractor/Proposer

2. Declaration

3 Non-Collusion Affidavit and Conflict of Interest Questionnaire

4 Power of Attorney (if necessary)

5. Felony Conviction Notice

6. Proposal Form 1 Past Performance and Experience of Contractor

7. Proposal Form 2 Financial Qualifications

8. Proposal Form 3 Facilities (includes Form 3-A)

9. Proposal Form 4 Experience of Personnel

10 Proposal Form 5 Equipment

11. Proposal Form 6 Operational Plan

12. Proposal Form 7 Disaster Debris Management Plan

13. Proposal Form 8 Commercial Plan

14. Proposal Form 9 Rates, and Services

15. Statement of Compliance

16. Proposed Alternatives

17. Exceptions or Modifications

18. Brochures, Flyers, Promotional Material

EXHIBITS

EXHIBIT A

Town Services and Special Events

ESTIMATE OF SERVICES TO BE PROVIDED TO THE TOWN AT NO CHARGE

DUMPSTERS - Number of pickups may vary seasonally.

FACILITY NAME	LOCATION	SIZE	QTY	PICKUP

PORT-A-LETS

EVENT NAME	NUMBER
TOTAL	

Delivery one (1) working day prior to event and pick-up on first working day after event.
These are annual events. Dates for annual events will be provided in future years as determined.
Port-a-lets will need to be provided in future years as needed.

20-YARD ROLL-OFF CONTAINER (Temporary-approximately 1 week)

Special Events as Needed. Contractor may need to service dumpsters prior to removal

OVERVIEW

Section 400. Purpose and Intent

The Town intends to engage the Contractor to collect, dispose and process Garbage, Bulk and Brush Waste and Recyclables subject to the actual award of services, from all single-family homes. Additionally, the Contractor will collect Garbage, Bulk and Brush and/or Recyclables from Town Facilities and Special Events as described in the specifications. Lastly, the Contractor will provide for the collection of Garbage and/or Recyclables from those small businesses listed in the specifications. All such Structures have mandatory inclusion, subject to any exclusions set forth in the specifications, and shall be charged as described for services provided in the Contract

The Contractor must demonstrate that collected Recyclables are processed for resell for use in marketable products.

Section 410. Contract Term

The Town intends for actual collection and processing services to begin June 1, 2025, and continue for a term of five years, with an option for two 1-year renewals.

Section 421. Conditions

In its sole discretion the Town reserves the right to (1) withdraw the RFP from the market without notice before or after receiving submittals, (2) accept or reject any or all proposals, and (3) accept proposals which deviate from the RFP as the Town deems appropriate and in its best interest. In its sole discretion, the Town may determine the qualifications and acceptability of any Party or parties submitting Proposals in response to this RFP.

This RFP is made subject to correction, errors and omissions. The attached Appendices are for guidance only.

Town reserves the right to issue a subsequent RFP, cancel this entire RFP, and/or remedy technical errors in the RFP process.

Town reserves the right to negotiate with any, all, or none of the proposers responding to the RFP.

Following submission of a proposal, the proposer agrees to deliver such further details, information and assurances, including financial and disclosure data, relating to the proposer including information regarding affiliates, officers, directors, shareholders, partners, and employees as requested by the Town in its discretion.

The proposer must furnish a "Certificate of Authority," signed by the Chief Executive Officer or a managing partner of the entity with its response. The Certificate must list the specific officers who are authorized by board resolution to execute agreements on behalf of the entity

If selected, the proposer must furnish evidence that the entity is in good standing and authorized to transact business in the State of Texas prior to awarding of the Contract.

Agreements with the selected proposer will require that the selected proposer provide Worker's Compensation Insurance, Commercial General Liability, Automobile Insurance, and any other insurance that the Town's Risk Manager may require. The Town will be included as an additional name insured and the agreements with the selected proposer will require indemnification of the Town by the selected proposer in form and substance satisfactory to the Town's Risk Manager and the Town Attorney's office.

Agreements will require a Performance Bond commensurate as specified in this RFP. Such bonds will be in a form and with surety acceptable to the Town. In addition, the Town may require other forms of assurance from the selected proposer of successful completion of the development.

Any and all costs and expenses associated with the preparation of any report or statement in this response to the RFP shall be borne by the proposer.

The proposer acknowledges that all information submitted in response to the RFP to the Town will be subject to the Texas Public Information Act.

All responses relative to this request for qualifications and all information/charts/graphs, etc. produced as a result of this service, if selected, shall become the property of the Town of Trophy Club without any restrictions on usage, subject to exceptions under the Texas Public Information Act, and are non-returnable. Applicant may maintain a copy of such material for their records as necessary or required by industry standards.

The proposer shall comply with Federal Law, Texas law, and the Town Charter, and applicable Town Ordinances.

The proposer shall not offer any gratuities, favors, or anything of monetary value to any official or employee of the Town or advisors for the purpose of influencing consideration of a response to this RFP.

The proposer shall not collude in any manner or engage in any practices with any other applicant(s) which may restrict or eliminate competition or otherwise restrain trade. Violation of this instruction will cause the applicant's submittal to be rejected by the Town. The prohibition is not intended to preclude joint ventures or subcontracts.

All responses submitted must be the original work product of the proposer. Copying, paraphrasing, otherwise using of substantial portions of the work product of another applicant is not permitted. Failure to adhere to this instruction will cause the response to be rejected.

Section 422. Disclaimer

- The information contained herein is provided solely for the convenience of prospective solid waste companies. It is the responsibility of the recipient to assure itself that information contained herein is accurate and complete. Neither the Town nor its advisors provide any assurances as to the accuracy of any information in this document.
- Any reliance on these contents, or any communications with Town officials or advisors, shall be at the recipient's own risk. Prospective proposers should rely exclusively on their own investigations, interpretations, and analyses in connection with this matter. The RFP is being provided by the Town and its advisors without any warranty or representation, express or implied, as to its content, its accuracy or completeness. No warranty or representation is being made by the Town or its advisors that any response conforming to these requirements will be selected for consideration, negotiation, or approval.

- The Town and its advisors shall have no obligation or liability with respect to this RFP and this selection and award process or whether any award will be made. Any recipient of this RFP who responds hereto fully acknowledges all the provisions of this disclaimer and the disclosure set forth hereafter is totally relying on said disclaimer and disclosure and agrees to be bound by the terms hereof. Any proposals submitted to the Town or its advisors pursuant to this RFP are submitted at the sole risk and responsibility of the party submitting such proposal.
- Any action or response taken by the Town for any reason or for no stated reason made pursuant to this RFP or in making any award or failure or refusal to make any award pursuant to such submittal, or in any cancellation of an award, or in any withdrawal or cancellation of this RFP, either before or after issuance of an award, shall be without any liability or obligation of the Town or its advisors.
- The Town will be bound only when a proposal, as the same may be modified, and the applicable definitive agreements pertaining thereto, are approved by the Town Council and then only pursuant to the terms of the definitive agreements executed among the parties. A response to this RFP, or all responses, may be accepted or rejected by the Town for any reason, or for no reason, without any resulting liability to the Town and its advisors.

Section 430. Background Information

Information is provided in the Appendices for the use and consideration of the Proposer. The Town offers no warranties as to the accuracy of the estimates, projections or information. Service levels, container sizes, frequency of collection, number of units, and similar items may vary during the course of the Contract.

Section 431. Due Diligence

Each proposer shall fully acquaint themselves with conditions relating to the scope and restrictions attending the execution of the work under the Contract including all information provided in this RFP and appendices. Each Proposer shall conduct their own investigations concerning the conditions, locations, and solid waste characteristics and quantities and applicable state and federal laws and regulations that may affect their work and by submitting a proposal, the proposer warrants that they have fully acquainted themselves with such conditions and are prepared to honor all statements and commitments made in their proposal to the Town. Proposers will not be reimbursed any costs related to the preparation of their proposal whether successful or not.

Section 450. Definitions

Definitions are provided to clarify items in the Contract. In the event that the definitions provided here differ from those in the most current version of the Town of Trophy Club's Solid Waste Ordinance now or in the future, the Ordinance shall prevail. A copy of the most recent version of the Town's Solid Waste Ordinance has been provided in Appendix C. In addition to capitalized terms that are defined elsewhere, the following meanings apply:

Bags – Plastic sacks, designed to store refuse with sufficient wall strength to maintain physical integrity when lifted by the top. The total weight of a bag and its contents shall not exceed fifty (50) pounds.

Base Collection Rate – The monthly cost per unit for Single Family Residential garbage collection service, which includes the collection of Recyclables and Bulk and Brush Waste at no additional cost.

Bin (Commercial/Industrial) – Metal receptacle designed to be lifted and emptied mechanically for use only at Commercial and Industrial Units.

Bin (Residential Recycling) – See Recycling Container.

Brush – Plants or grass clippings, leaves or tree trimmings.

Bulky Wastes – Stoves, refrigerators which have CFC's removed by a certified technician, water tanks, washing machines, furniture, loose brush greater than four (4) inches in diameter that cannot be bundled in four (4) foot lengths and weights more than 50 lbs., and other waste materials other than construction debris, dead animals, hazardous waste, or stable matter with weights or volumes greater than those allowed for containers.

Cart – A 96-gallon plastic container, provided by the Town or Contractor, equipped with wheels, handles and a tight-fitting cover. Carts are capable of being mechanically unloaded into the Contractor's collection vehicles. The term Cart and Wheeled Container shall be considered interchangeable. Such Cart shall be rodent and insect proof and shall be kept in a sanitary condition at all times. Cart weights, when full, shall not exceed 60 pounds for each 32 gallons of nominal capacity.

Town – The Town of Trophy Club.

Commercial and Industrial Refuse – All Bulky Waste, Construction Debris, Garbage, Rubbish and Stable Matter generated by a Customer at a Commercial and Industrial Unit.

Commercial and Industrial Unit – All premises, locations or entities, public or private, requiring Refuse collection within the corporate limits of the Town, not a Residential Unit.

Commercial Hand Collect Unit - A retail or light commercial type of business which generates no more than one (1) cubic yard of refuse per week.

Commodity - Material that can be sold in a spot or future market for processing and use or reuse.

Commodity Buyer – A buyer or processor, selected by Contractor pursuant to the Contract Documents, of Recyclable Materials delivered by Contractor.

Compactor Unit – A mechanical unit that receives, compacts and reduces the volume of municipal waste, refuse or garbage.

Construction Debris – Waste building materials resulting from construction, remodeling, repair, or demolition operations.

Container – A receptacle with a capacity of at least 18 - 20 gallons but less than 35 gallons constructed of plastic, metal or fiberglass, having handles of adequate strength for lifting. The mouth of a container shall have a diameter greater than or equal to that of the base.

Contract Administrator – The Town of Trophy Club's designee responsible for actively interacting with the Contractor to achieve the Contracts objectives; monitoring the Contract to ensure Contractor compliance; receiving and maintaining Contractor reports; addressing Contract related problems on behalf of the Town; incorporating necessary modifications or changes into the Contract; arbitrating and expediting timely resolution customer /Contractor issues; and other duties necessary to implement the Contract.

Contract Documents – The Request for Proposals, Instruction to Contractors, Contractor's Proposal, General Specifications, the Contract, Performance Bond, and any addenda or changes to the foregoing document agreed to by the Town and Contractor, and Contract signed by Contractor and Town.

Contractor – Such private firm designated by the Town for the collection, transportation, and/or disposal of the solid waste and recyclable materials collection and processing.

Curbside Recycling – Recycling services generally provided to Single Family Structures. Recyclables are placed by customers at curbside locations for collection.

Customer – An occupant of a Residential, Commercial Hand Collect, Commercial or Industrial Unit who generates Refuse.

Dead animals – Animals or portions thereof equal to or greater than ten (10) pounds in weight than have expired from any cause except those slaughtered or killed for human use.

Detachable Container (also at times referred to as "dumpster") – A watertight, all-metal Container, not less than three quarter (3/4) cubic yards in capacity and equipped with a tight-fitting metal or plastic cover and plugged to prevent drainage of leachate. The term shall also apply to Containers of other material of similar size when approved by the Town. Detachable Containers two (2) cubic yards and under shall be equipped with at least four (4) wheels. Detachable Containers shall have no jagged edges or holes.

Disaster – An event or occurrence, such as but not limited to wildfires, storms, floods, fires, tornados, earthquakes, etc., determined by the Town to have caused widespread destruction and distress.

Disaster Debris – Waste materials including building materials, sediments, vegetative debris, personal property, and other materials resulting from a Disaster. Disaster debris may be generated by any sector affected by a Disaster (e.g., households, businesses, government, etc.)

Disaster Management Plan – The Contractor's operational policies and procedures that will be implemented to collect, remove and properly dispose of Disaster Debris when an event or occurrence is determined by the Town to be a Disaster.

Disposal – The deposition, injection, dumping, spilling, leaking or placing of solid waste into or on the land or water in a manner that the solid waste or a constituent of the solid waste enters the environment, is emitted into the air, or is discharged to the waters of the State of Texas.

Disposal site – See Landfill (Sanitary).

Garbage – Any and all dead animals of less than 10 lbs. in weight, except those slaughtered for human consumption; every accumulation of waste (animal, vegetable and/or other matter that results from the preparation, processing, consumption, dealing in, handling, packing, canning, storage, transportation, decay or decomposition of meats, fish, fowl, birds, fruits, grains or other animal or vegetable matter (including, but not by way of limitation, used tin cans and other food containers; and all putrescible or easily decomposable waste animal or vegetable matter which is likely to attract flies or rodents); except (in all cases) any matter included in the definition of Bulky Waste, Construction Debris, Dead Animals, Hazardous Waste, Rubbish or Stable Matter.

Hazardous Waste – Solid wastes regulated as hazardous under the Resource Conservation and Recovery Act, 42 U.S.C. Section 1002, et seq., or regulated as toxic under the Toxic Substances

Control Act, 15 U.S.C.A. Section 2601 et seq., regulations promulgated thereunder or applicable state law concerning the regulation of hazardous or toxic wastes.

Household Hazardous Waste – Items which have been segregated from residential garbage and are designated as hazardous by the United States Environmental Protection Agency or the State of Texas.

Landfill (Sanitary) – A Texas Class I landfill, or any other alternate, duly permitted sanitary landfill approved for use by the Town unless otherwise specified by the Town of Trophy Club.

Leachate – A liquid that has permeated through or drained from solid waste.

Letter of Credit – A written undertaking by a financial institution on behalf of the applicant (the Contractor) to pay the beneficiary (the Town) for non-performance in amounts and under conditions as may be specified in the agreement.

Performance Bond – A corporate surety bond that guarantees compensation to the Town in the event that it must assume the obligations and/or duties of the Contractor in order to continue the service as defined by the Contract's Specifications.

Polycart – A rubber-wheeled receptacle with a maximum capacity of 90 - 96 gallons constructed of plastic, metal and/or fiberglass, designed for automated or semi-automated solid waste collection systems, and having a tight-fitting lid capable of preventing entrance into the container by small animals.

Permit – A permit issued by the State of Texas to operate a municipal waste disposal or processing facility, or to beneficially use municipal waste. The term includes a general permit, permit-by-rule, permit modification, permit reissuance and permit renewal.

Premises – All public and private establishments, including individual residences, all multi-family dwellings, residential care facilities, hospitals, schools, businesses, other buildings, and all vacant lots.

Processing – Any technology used for the purpose of reducing the volume or bulk of municipal waste or any technology used to convert part or all of such waste materials for offsite reuse. Processing facilities include, but are not limited to, transfer facilities, composting facilities and resource recovery facilities.

Proposal Bond – The corporate surety bond or a certified check drawn on a national bank, in the amount specified in the Instruction to Proposers, submitted with the proposal as a guarantee that the proposer will, if called upon to do so, accept and enter in the Contract.

Recyclable Materials – Commodities collected by the Contractor pursuant to the Contract Documents, which can be sold in a spot or future market for processing and use or reuse including, but not limited to, Plastics – numbers 1, 2, 3, 4, 5 & 7; Glass – all colors of glass bottles; Metals – all metal (tin/aluminum) food and beverage cans; Paper – newspapers, catalogs, magazines, junk mail, cardboard and mixed household paper.

Recycle or Recycling – The collection, separation, recovery and sale or reuse of metals, glass, paper, leaf waste, plastics and other materials which would otherwise be disposed or processed as municipal

waste or the mechanized separation and treatment of municipal waste (other than through combustion) and creation and recovery of reusable materials other than a fuel for the operation of energy.

Recycling Container – A plastic receptacle, designed for the purpose of curbside collection of recycling commodities, with minimum capacity of 18 gallons.

Recycling Facility – A facility employing a technology that is a process that separates or classifies municipal waste and creates or recovers reusable materials that can be sold to or reused by a manufacturer as a substitute for or a supplement to virgin raw materials. The term "recycling facility" shall not mean transfer stations or landfills for solid waste nor composting facilities or resource recovery facilities.

Refuse – Residential Refuse and Bulky Waste, Construction Debris and Stable Matter generated at a Residential Unit, unless the context otherwise requires, and Commercial and Industrial Refuse.

Residence, Residential – Any house, dwelling, multiunit residence, apartment house, or any building put to residential use except Mixed Use Buildings.

Residential Garbage – All Garbage and Rubbish generated by a Customer at a Residential Unit.

Residential Unit – A dwelling within the corporate limits of the Town occupied by a person or group of persons comprising not more than four families. A Residential Unit shall be deemed occupied when either water or domestic light and power services are being supplied thereto. A condominium dwelling, whether of single or multi-level construction, consisting of four units, shall be treated as a Residential Unit, except that each single-family dwelling within any such Residential Unit shall be billed separately as a Residential Unit.

Roll-off Container – An open top Detachable Container which must be lifted and hauled by a vehicle equipped with a hook lift or winch.

Rubbish – Non-putrescible solid waste (excluding ashes), consisting of both combustible and noncombustible waste materials; combustible rubbish includes paper, rags, cartons, wood, excelsior, furniture, rubber, plastics, yard trimmings, leaves, used or scrap tires, and similar materials; noncombustible rubbish includes glass, crockery, tin cans, aluminum cans, metal furniture, and the like materials which will not burn at ordinary incinerator temperatures (1600 degrees Fahrenheit to 1800 degrees Fahrenheit).

Single Family Home or Dwelling – A detached residential dwelling unit.

Solid Waste – All non-hazardous (as defined by CERCLA and other applicable laws) and non-special (See Special Waste definition) solid waste material including unwanted or discarded waste material in a solid or semi-solid waste, including but not limited to, garbage, ashes, refuse, rubbish, yard waste (including brush, tree trimmings and Christmas trees), discarded appliances, home furniture and furnishings, provided that such material must be of the type and consistency to be lawfully accepted at the Sanitary Landfill under the applicable federal, state and local laws, regulations and permits governing each.

Special Events – Events sponsored in whole or in part by the Town, or conducted within the Town and sponsored privately, which include, but are not limited to, fairs, bazaars, socials, picnics and organized sporting events that will be attended by 200 or more individuals per day.

Special Waste – Waste, from a non-residential source, meeting any of the following descriptions: (A) A containerized waste (e.g. a drum, barrel, portable tank, box, pail, etc.), (B) A waste transported in bulk tanker, (C) A liquid waste, (D) A sludge waste, (E) A waste from an industrial process, (F) A waste from a pollution control process, (G) Residue and debris from the cleanup of a spill or release of chemical.

Stable Matter – All manure and other waste matter normally accumulated in or about a stable, or any animal, livestock or poultry enclosure, and resulting from the keeping of animals, poultry, or livestock.

Structure – All single-family homes, and commercial businesses as well as small businesses included in the specifications. It also means those Town Facilities that the Town may at its sole discretion include in the Contract.

Wheeled Container – A 96-gallon plastic Container equipped with wheels, handles and a tight-fitting cover. Wheeled Containers are capable of being mechanically unloaded into the Contractor's collection vehicles. The term Cart and Wheeled container shall be considered interchangeable.

White Goods – Includes all major appliances, such as washers, dryers, refrigerators, freezers, stoves, dishwashers, hot water tanks, and trash compactors and other items of similar weight, material, size and nature.

Unusual accumulation – (a) For residences, each regular collection more-than six (6) containers of garbage, or the equivalent; (b) for commercial establishments accumulations that would not occur in the ordinary course of business; (c) large, heavy, or bulky objects such as furniture or appliances; and (d) materials judged by the Sanitarian to be hazardous such as oil, acid, or caustic materials.

Section 511. Scoring of Proposals

a. Written Proposal Evaluation Criteria

1	Compliance with the RFP Format	15
2	Base Fees, (including Single family, Commercial Town Facility and Small Business Collection Services)	25
3	Quality and Cost of Disaster Debris Collection	15
4	Quality and Cost of Recycling Incentive Programs	5
5	Quality and Cost of Recycling Options	5
6	Resources of Contractor to achieve Work Objectives (labor, equipment, etc.)	10
7	Financial Stability of the Contractor	15
8	Quality of Detailed Work Plan in achieving the Town's Service Objectives	20
9	Past Performance and Experience in providing Similar Services in Metroplex Area	10
10	Competence and Experience of Key Personnel, Management Staff and Supervisors	20
11	Environmental Management Plan and Compliance History	5
12	Quality of Customer Service Action Plan	5
	Total Points	150

b. Oral Proposal Evaluation Criteria

1	Demonstrated Understanding of The Town's Service Objectives and Specifications	35
2	Ability of Key Personnel, Management Staff and Supervisors to Explain and Resolve Relevant Issues in the Proposed Work Plan	35
3	Demonstrated Understanding and Skills to Implement Disaster Debris Plan	20
4	Demonstrated Understanding and Skills to Implement Recycling Incentive Program	10
5	Demonstrated Understanding of Related Costs and Expenses for Services	30
6	Demonstrated Understanding and Skills to Implement Environmental Management	10
6	Demonstrated Understanding and Skills to Implement a Customer Service Plan for the Town.	10
	Total Points	150

SCOPE AND SERVICE SPECIFICATIONS

Section 600. General Specifications

Section 601. Term

All services contained in this RFP will be for a period of five years. The Town at its option may renew the Contract for two additional one-year terms for a total of seven years.

Section 602. Alternatives to the required specifications

Specifications contained herein are the minimum level of service to be provided. If a proposer wishes to propose a higher level of service or innovative collection methods that will benefit residents through increased service or reduced costs, they should propose the innovative service as an alternative to the base service so that the Town may determine the best option for its citizens. The description of the alternative service should be provided under Tab 17 of the proposal submission.

Section 603. OSHA, Health and Environmental Laws

The Contractor shall comply with the federal Occupation Safety and Health Act of 1970, as amended ("OSHA") and the regulations promulgated under the Act and with standards and regulations issued to implement these statutes from time to time.

The Contractor is also responsible for meeting all pertinent local, state and federal health and environmental laws, regulations, and standards.

Section 610. Collection Area

The Contractor shall have the right to provide all collection services called for in this Contract within the boundaries of the Town of Trophy Club.

Section 620. Description of Services

Public health and safety, as well as environmental protection, are of primary importance to the Town of Trophy Club. Therefore, the Town intends to implement through contracted services a municipal solid waste management program that encourages waste minimization and increases opportunities for recycling. Services will include the collection of Garbage, Bulk Waste, Brush, and Recyclables, as well as Household Hazardous Waste and Disaster Debris. In addition, a Recycling Incentive Program must be implemented by the Contractor. Roll-off services for Construction Debris, remodeling-related materials and waste including roofing, materials, carpeting, and similar materials and activities are not

included in the scope of work service for this Contract. Customers may contract directly with the Contractor for these services.

Differing levels of service for Garbage, Recyclables Brush and Bulk Waste will be required for Structures specified in the Contract including Single Family Residential Units, Commercial, Small Businesses, Town Facilities.

Section 621. Cart Placement for Collection

As a general rule, residents are required to place their Wheeled Containers next to the curb or alley for pickup. Exceptions are when the residence has no alley or only a grass (unimproved) alley or driveway. Certain improved alleys are narrower than the standard alley and may require smaller collection vehicles than the Contractor might normally use. It is the Town's intention to continue residential collection at the same location as the residence has received in the past. Proposed Exceptions to this approach should be clearly stated and included in the Contractor's proposal.

Section 622. Holiday Collections

The Contractor shall not provide collection services on legal holidays including New Year's Day, Thanksgiving Day, and Christmas Day. Contractor shall be required to collect the same number of days as other collection weeks during holiday weeks; however, Contractor may determine the actual collection days so long as collection days are separated by more than 2 days. If the holiday falls on a regularly scheduled workday, collections for the holiday and each day thereafter will be delayed one day and Friday's material shall be collected on Saturday. The Town will consider exceptions to the Christmas schedule when the holiday falls on a weekend.

Section 630. Garbage Collection

Collecting and disposing of residential solid waste in accordance with Town Ordinances will be considered the minimum level of required customer service. In addition, the Contractor will be expected to use professional judgment and common sense when dealing with customers that do not comply with the letter of the ordinance. The degree of non-compliance, the impact on the Contractor's operations, the number of times the customer has not complied and the number of attempts to resolve the issue should all be considerations in the Contractor's attempt to resolve the issue.

Section 631. Single Family Residential Garbage Collection

For collection of Single Family Residential, the Contractor shall service the Collection Area. Should the winning proposal offer twice weekly garbage collection, the service will be conducted on Tuesday and Friday as under the existing collection schedule. However, should the winning proposal offer once weekly garbage collection, the designated collection days will be determined by the Town. Collections shall be made on a regular schedule on the same day and approximately the same time each week.

Section 632. Compactor Units

For those Commercial Businesses that utilize Compactor Units, the Contract provides for the collection and transport of the Compactor Unit's Detachable Container. The purchase, lease, installation, maintenance and repair of the Compactor Unit or any related parts or accessories, as well as the Detachable Container are between the Contractor and the Commercial Business owner/manager. The Contractor shall bill the Commercial Business directly for these additional services if and when provided.

Section 633. Small Businesses Garbage Collection

For collection of Small Businesses included in the Contract, the Contractor shall service the Collection Area under the existing collection schedule. All Small Businesses collections shall be performed weekly. Within the Collection Area, the collection days shall adhere to the current schedule established by the Town.

Collections shall be made from Structures on a regular schedule on the same day and approximately the same time each week.

Section 634. Detachable Container Collection for Construction Debris, Remodeling

The Scope of Work and the Contract provides rights to the Contractor for the collection of Construction Debris, and waste materials, such as carpeting, roofing, drywall, etc., resulting from remodeling activities, which are generated in quantities requiring a Detachable Container, including but not limited to a Roll-off Container, for on-site storage, collection and transport.

Section 640. Recycling Collection

The Town requires a single stream recycling collection program for all Single-Family Residential units in the Collection Area. The Town requires recycling to be provided by the Contractor at select Town facilities.

Section 641. Recyclable Materials for Collection

At a minimum, the Contractor shall collect, in a single stream system, the following recyclable materials:

Plastic – Numbers 1, 2, 3, 4, 5 & 7; Glass – all colors of glass bottles; Metal – all metal (tin/aluminum) food and beverage cans; Paper – newspapers, catalogs, magazines, junk mail, cardboard and mixed household paper.

Contractor must demonstrate processing capability or contracts to process and recycle all materials collected.

Unless otherwise proposed as part of a Recycling Incentive Program, the Contractor shall retain 100% of all revenues realized from the sale of recyclable materials. The Contractor shall collect materials “as is”. Materials collected by Contractor shall become the property of the Contractor when collected. Contractor should clearly disclose any additional types of recyclable materials they wish to collect.

Section 642. Single Family Residential Curbside Recycling Collection

For collection Single Family Residential, the Contractor shall service the Collection Area, which includes the entire Town, weekly on Wednesday or other day determined by the Town.

Collections shall be made from Structures on a regular schedule on the same day and approximately the same time every week.

Section 660. Brush and Bulk Collections

Proposers shall provide a base proposal for weekly unlimited Brush and Bulk waste collection per residence.

All Single-Family Residential Brush and Bulk collections shall be performed weekly. Brush and Bulk Collections shall be made from Structures on a regular schedule on the same day as Garbage Collection and approximately the same time each week.

The Contractor may opt to use a Composting Facility for the disposition of Brush; however, the Town

will not place additional or special requirements on residents to separate or prepare Brush for this purpose.

Brush includes but is not limited to, tree and/or bush branches, marsh plants such as cattails, and tropical grasses such as bamboo and all other similar plant life, twigs and trimmings that are generally too large or otherwise impractical to place in the residential container. Bulk waste is large rubbish items including but not limited to household appliances, bicycles, furniture, rugs, mattresses, televisions, tree limbs, fence material and other similar items.

Appliances or "White Goods" such as a freezer, refrigerator, water cooler, dehumidifier, air conditioner and any other appliances containing refrigerants must be tagged certifying that all refrigerants have been removed by a certified refrigerant technician prior to their placement for collection.

Collecting and disposing of brush and bulk items in accordance with Town Ordinances will be considered the minimum level of required customer service. In addition, the Contractor will be expected to use professional judgment and common sense when dealing with customers that do not comply with the letter of the ordinance. The degree of non-compliance, the impact on the Contractor's operations, the number of times the customer has not complied and the number of attempts to resolve the issue should all be considerations in the Contractors attempt to resolve the issue.

Section 670. Town Facilities, Special Requests and Events

Town accounts are divided into two categories: 1) normal scheduled service at predetermined locations; 2) as needed services for seasonal activities or special projects; all services will be for a five-year period with two one-year renewals at the Town's option. Appendix A contains the listing of current services required.

Section 671. Town Facilities

The Contractor shall collect Garbage and Recyclables from Carts and Detachable Containers at those Town Facilities included in the Contract at the frequency and day(s) specified by the Town, Monday through Saturday. The Contractor shall not be required to provide more than daily collection per location. The Town has supplied information regarding Structures receiving Cart and Detachable Container service, the number and size of the Containers and the collection frequency in Appendix A.

Section 672. Removal of Illicit and Illegal Dumping on Town Property

The Town will occasionally have appliances or other bulky debris illegally dumped on Town property such as greenbelts, parks, medians or rights of way. The Contractor shall pick up and dispose of such materials at no charge. The Town will be responsible for notifying the Contractor and Contractor will have up to two (2) business days to complete the task.

Section 673. Town Sponsored Special Events

The Contractor will provide Garbage and/or Recycling Collection services for up to two (2) Town-sponsored events/festivals per year, with five (5) twenty-yard roll-off containers, per event. The Contractor will be responsible for delivery, pick up and disposal for up to fifty 80 - 100-gallon

Event boxes per event. The Town will provide a two-week notification to the Contractor to schedule such events. The Town reserves the right to designate a large event as “two events” in order to utilize additional containers. Unused events will not carry over.

Section 680. Disaster Debris

Disasters typically result in volumes of Brush and Bulk Waste in excess of those realized in weekly collections. When the Town determines, for the purposes of this Contract, that an event or occurrence is a Disaster the Contractor will be responsible for collecting Disaster Debris placed for collection from Single Family Residential, Commercial and Town Facilities within the Collection Area. The Town requires a prompt and comprehensive response immediately after such events occur. The Contractor shall provide a Disaster Management Plan on Proposal Form 7 that describes the response time, resources, methodology and mechanisms necessary to meet the Town of Trophy Club’s Disaster Debris requirements. The Town reserves the right to contract with multiple disaster debris removal firms.

Section 690. Household Hazardous Waste **Depending on HHW service selected in Alternate Proposal**

A maximum of two events will be required per year during the five-year Contract period, and any renewal period. Each event will require five (5) 30-yard roll-off containers. Household Hazardous Waste events are currently twice a year in the Spring and Fall. Items to be included in the event: Electronics Recycling, Shredding, and Household Hazardous Waste. These services will be provided by the Contractor at no additional cost to the Town. The Contractor will work with the Town to find a suitable location for the event, collecting the items and transporting the items collected to area disposal facilities.

Section 695. COLLECTION EQUIPMENT

All vehicles, facilities, equipment, and property used in the performance of this Contract, other than Carts or Detachable Containers, shall be wholly owned by the Contractor; provided, that leases, conditional sale contracts, mortgages, or other agreements for the use or financing the purchase of vehicles, facilities, equipment and property may be allowed with the prior written approval of the Town.

Section 700. Vehicle Specifications

At the start of this Contract, all vehicles used in collection shall be in good operating order. All vehicles shall be kept in a clean and sanitary condition with the interior of the cab free of clutter. All collection equipment used under this Contract shall meet all applicable State and Federal Safety Standards and Contractor shall obtain all required operating permits and registrations.

Collection vehicles shall be painted in Contractor’s color or colors.

The vehicles shall be numbered consecutively, and shall have painted in a contrasting color, at least six inches high, on each side of each vehicle and on the rear of the vehicle, the number of the vehicle. No advertising shall be permitted other than the name and address of the Contractor. The Contractor shall place a customer service telephone number, on all collection trucks.

Collection vehicles shall be sufficient to service all Structures at the frequency and level of collection specified. Collection vehicles shall be capable of handling, in the safest and most efficient method available, the carts or containers and material specified for each structure on its route.

The Town may inspect Contractor’s vehicles at any time to ensure compliance of equipment with Contract or require equipment replacement schedule to be submitted to the Town. Vehicles are to be washed on the inside and sanitized with a suitable disinfectant and deodorant a minimum of once a

month. Such vehicles shall be washed and painted or repainted as often as necessary to keep them in a neat and sanitary condition.

All vehicles used by management personnel, including route supervisors, shall be equipped with cell phones with voice mail so that they can be contacted by the Town. Collection vehicles will be equipped with two-way communication devices so that the Contractor's staff and driver may communicate during the route collection.

All such vehicles shall be operated in conformity with the laws of the State of Texas.

Section 710. Vehicle Maintenance and Inventory

The Contractor shall provide to the Town, with the proposal documents, a complete inventory showing each vehicle (type, capacity, approximate age) used for performing the Contract, which vehicles shall conform to specifications set forth in Section 700. No later than 30 days prior to Contract implementation, the Contractor shall confirm and verify the inventory provided with the proposal documents. The inventory shall become part of the Implementation Plan outlined in Section 800. Upon approval of the Town, the Contractor may change equipment from time-to-time and shall revise the inventory accordingly. The Contractor shall provide the Town with the revised inventory within one (1) week of any changes. The Contractor shall maintain a vehicular fleet during the performance of this Contract at least equal to that described in the inventory.

Section 720. Supplying Carts

The Contractor will supply recycling carts as specified in the awarded contract to be utilized for recycling. The Contractor will purchase additional Carts meeting the same specifications listed in Appendix F. All Carts and parts purchased by the Contractor for use under the Contract shall be property of the Contractor. Cart inventory held by Town at the end of the Contract shall be picked up at no cost by the Contractor. The Contractor must maintain the Town's inventory throughout the Contract. The Contractor should store at the Contractor's own facility, on an ongoing basis, an inventory of sufficient quantity necessary to facilitate the monthly exchanges and deliveries required.

At the end of the Contract period, the Contractor will be responsible for picking up all Carts. The Contractor will provide a monthly report that indicates the remaining inventory of Carts, and the number of Carts delivered and removed that month. At no time should the inventory of Carts on hand be less than 50 Carts for Recycling. The Contractor shall also provide an end of Contract inventory of Carts and an end of Contract reconciliation of containers provided at the beginning of the Contract with the current Cart inventory.

Upon notice from the Town, the Contractor shall deliver Carts to occupants who move into the Contractor's Collection Area. The Contractor will be responsible for responding to requests from and delivering Carts to customers who need a Cart replacement for whatever reason. Carts shall be delivered no later than two (2) business days after notice from the Town. Used carts must be cleaned prior to reentry into the system and delivery to customers. Damaged Carts shall be removed at the same time a replacement cart is delivered. The Carts shall be provided with instructions for proper use, including any customer actions that would void manufacturer warranties, such as placement of hot ashes in the Container causing the Cart to melt, and procedures to follow to minimize potential fire problems.

Section 730. Cart Repair or Replacement

The Contractor will be responsible for maintaining all residential recycling containers in good working order including the purchase and installation of necessary replacement parts and coordinating all warranty work with the manufacturer.

The Contractor shall be responsible for the repair and/or replacement of all Town-owned Carts for whatever reason including the purchase of additional Cart inventory as needed.

Damage to Carts on customers' premises is at the Contractor's risk, rather than the Town's, as between those parties and without affecting the risk or liability of others.

Section 740. Supplying Detachable Containers for Garbage, and Recyclables Collection

Prior to the beginning of the Contract, the Contractor shall provide Detachable Containers for Garbage and/or Recyclables Collection to all those Town Facilities receiving Detachable Container collection service under this Contract. Detachable Containers owned or secured by the Town will be standard Containers capable of being serviced by front, or rear load, collection vehicles and/or roll-off vehicles compatible with compactor units.

The Contractor will supply, where Carts are not feasible, all Detachable Containers, necessary for the Contractor to provide Commercial collection services under this Contract. The Contractor shall be responsible for Container Storage and delivery of Containers to these locations. Collection Containers will include front load Detachable Containers and/or roll-off vehicles compatible with compactor units.

Detachable Containers shall be located on the premises in a manner satisfactory to the Town or site manager and convenient for collection by the Contractor. The Town whose decision shall be final and binding, shall mediate any disagreements over Container placement and collection.

The Contractor is not required to collect from Detachable Containers if access across the customer's private property is blocked.

Section 741. Detachable Container Collection for Construction Debris, Remodeling

The Scope of Work and the Contract provides rights to the Contractor for the collection of Construction Debris, and waste materials, such as carpeting, roofing, drywall, etc., resulting from remodeling activities, which are generated in quantities requiring a Detachable Container, including but not limited to a Roll-off Container, for on-site storage, collection and transport.

Section 750. Detachable Container Standards

Detachable Containers supplied by the Contractor shall be painted a uniform color, bear the name and telephone number of the Contractor, and bear a serial number coded for Container size. Detachable Containers shall be painted at least once every 2-1/2 years and shall be steam cleaned at least once each year or as directed by the Town.

On an individual basis, the Town may require the Contractor to place on a Detachable Container, the service address, wheels and/or locks. Lids are required for all 96-gallon wheeled trash containers.

The Contractor is responsible for removing graffiti from its Detachable Containers. Collection drivers shall regularly note Containers containing graffiti. Contractor personnel shall then remove reported graffiti. The Contractor shall remove any graffiti reported by the Town within five (5) business days of notification.

Section 760. Detachable Container Installation and Maintenance

Each Detachable Container is subject to inspection by the Town and approval as to appearance and condition before placement at any Town facility.

A Detachable Container shall be reconditioned and repainted if necessary, before being supplied to a Town that had not used it earlier. If the Town so requires, a Detachable Container shall be cleaned or repainted within thirty (30) days.

If appropriate to serve the Town's needs and/or locations, the Town may require the Contractor to install and service a front-end load, rear load Detachable Container. The Town may also require the Contractor to equip a Detachable Container with plastic lids.

Section 770. Detachable Containers Repair or Replacement

Damage to Detachable Containers on customers' premises is at the Contractor's risk, as between those parties and without affecting the risk or liability of others.

The Contractor shall be responsible for the repair of all Contractor or Town-owned Detachable Containers damaged due to the Contractor's negligence. The Contractor shall repair or replace within one business day any Detachable Container that the Town determines does not comply with ordinance standards or constitutes a health or safety hazard.

TRANSITION

Based on the content of proposals, the negotiated terms of the Contract and revisions to Town Ordinances, the Contract will require a period of transition. Certain details, procedures, and information will need to be exchanged for successful implementation of the Contract.

Section 800. Implementation Plan

A schedule of activities and detailed procedures related to the effective implementation and operation of the Contract will be developed by the Contractor and the Town after the Contract is signed and prior to beginning collections under the Contract. This shall be known as the "Implementation Plan." This plan shall include the procedures and activities listed below and shall include completion dates for each activity.

- 1) Container inventory exchange and procedures for accurate accounting;

- 2) Container delivery plans for Commercial and schedule, including number of Containers to be delivered per week, start and completion dates;
- 3) Procedures for identifying Commercial businesses receiving Recycling Services;
- 4) Procedures for communicating details of Recycling Incentive Program;
- 5) Procedures for transmitting information to and from the Town to the Contractor;
- 6) Standards for the electronic transfer of information;
- 7) Vehicle Inventory; and
- 8) Other items identified by the parties.

The Implementation Plan shall not contain procedures, activities or schedules that conflict with any terms of this Contract.

COMMUNICATION AND MEETINGS

Section 900. Contractor's Office See Tab 17 - Exceptions & Modifications

The Contractor shall maintain an office or other facilities through which they can be contacted. It shall be equipped with sufficient telephones having local phone numbers and shall have a responsible person in charge and adequate persons available to answer the phone from 7:30 a.m. to 5:30 p.m. on regular collection days. When collection is postponed one day for the holiday schedule Contractor's customer service personnel must be available to answer phones on all days during which collection service is provided. An informative recording answering frequently asked questions shall be available at all other hours.

Section 910. Customer Service and Complaint Resolution

The Contractor will be primarily responsible for receiving complaints and will work with the Town to resolve all complaints. A log of all complaints received including date, address, complainant, nature of complaint and resolution shall be maintained by Town, through our Citizen Request system. The Contractor shall give each complaint received prompt and courteous attention. In the case of alleged missed scheduled collections, the Contractor shall investigate and, if such allegations are verified, shall arrange for collection within the same business day after the complaint is received. In the event that a complaint cannot be resolved and the Town's Contract Administrator is notified by the complainant, it will be the Contractor's responsibility to provide adequate documentation to demonstrate that the complaint was handled in a satisfactory manner.

Section 920. Customer Grievances.

The Contractor will designate a representative to adjudicate customer grievances. At the Town's request, the representative will join the Town in meeting with an aggrieved customer within 24 hours of notification to resolve a complaint about spillage, a refusal to serve or a missed pick-up, and/or other deficiency in service or a need for special service. The decision of the Town shall be final and binding.

Section 930. Meetings

In order to minimize problems during implementation of the Contract, to provide a forum for discussing and resolving any operational questions or issues that may arise, and for updating the Implementation Plan the parties agree to meet on a regular basis as follows:

- 1) The period from the date the Contract is executed until six months after the actual collection services begin (or such earlier date as may be mutually agreed to by the parties) shall be referred to as the "Implementation Phase". During the Implementation Phase, meetings shall be held between representatives of the parties on a weekly basis, or on such more or less frequent basis as may be mutually agreed. The primary purposes of such meetings shall be to develop

and/or refine the Implementation Plan, to evaluate the Contractor's performance in implementing the Contract, to evaluate container delivery progress or problems, to air and seek resolution of complaints, to discuss any actual or perceived problems with service, and to discuss promotion, public information and public relations.

- 2) After the Implementation Phase, meetings shall be held at least on a monthly basis, unless otherwise mutually agreed to, between representatives of the parties. Such meetings shall be held for the purpose of reviewing and discussing day-to-day operations, promotion, public information and public relations.
- 3) Meetings shall be held at the offices of the Town unless otherwise agreed upon by both parties. Each party shall be available for at least 90 minutes per meeting, unless otherwise agreed in advance. Meetings shall be held during normal business hours.

Section 940. Newsworthy and Emergency Notifications

During the term of the Contract, there may be activities or circumstances, positive or negative, involving the Contractor's business that could be newsworthy. Likewise, the Contractor, or Contractor's employees could be involved in a motor vehicle accident; an environmental accident. The Contractor must contact the Town's Contract Administrator immediately and no later than 24 hours in the event of one of the following: any news coverage or sudden event that could impact the service the Contractor provides to the Town; any news coverage or sudden event that could initiate citizen phone calls to the Town; an environmental emergency or incident, including spills, that involves the Contractor, a related business of the Contractor, or a Contractor's employee; a motor vehicle accident which occurred while providing services under the Contract; personal injury accidents which occurred while providing services under the Contract; property damages which occurred while providing services under the Contract.

Section 950. Customer Notifications

The Town will coordinate with the Contractor and approve all necessary communications with residential customers including but not limited to fee changes, route changes, holiday schedules, promotion of mulching and composting to reduce waste etc.;

REPORTING

Section 1000. Reporting

The Town shall provide the Contractor access to the Citizen Request Tracking System for daily reports. If not established by an outside authority, report formats will be mutually agreed to by Contractor and the Town.

Section 1010. Monthly Reports

The Contractor will provide the Town detailed reports on the Recycling Incentive Program for Single Family Dwellings on a monthly basis.

Complete and accurate Monthly Reports must be submitted to the Contract Administrator in a format acceptable to the Town on or before the following dates each year during the term of the Contract:

January 15	February 15	March 15
April 15	May 15	June 15
July 15	August 15	September 15

Such reports shall include resident-by-resident (address) and route-by-route information regarding participation rates, recycling rates, tonnage collected and Cart inventory. All information provided in the reports becomes the property of the Town. The Town shall have the right to use the data for whatever purposes it deems appropriate.

Section 1020. Quarterly Reports See Tab 17 - Exceptions & Modifications

Complete and accurate Quarterly Reports must be submitted to the Contract Administrator in a format acceptable to the Town on or before the following dates:

First Quarter Report – December 31st
 Second Quarter Report – March 31st
 Third Quarter Report – June 30th
 Fourth Quarter Report – September 30th

Quarterly Reports must contain the following information:

- 1) Monthly tonnages by category of service:
 - Curbside Residential Garbage
 - Commercial Hand Collection
 - Small Business Garbage
 - Town Facility Garbage
 - Curbside Residential Recycling
 - Small Business Recycling
 - Town Facility Recycling
 - Residential Brush & Bulk
 - Disaster Debris by Event

Weekly set out rates by category of service: The report must contain the methodology used to determine accurate set-out rates.

Curbside Residential Garbage
 Commercial Hand Collection
 Small Business Garbage
 Town Facility Garbage
 Curbside Residential Recycling
 Small Business Recycling
 Town Facility Recycling
 Residential Brush & Bulk
 Disaster Debris by Event

- 2) Summary of motor vehicle accidents or moving violations involving Contractor's vehicles occurring during the quarter while providing services under the Contract.
- 3) Summary of property damage claims or personal injury claims received by the Contractor as a result of providing services under the Contract.
- 4) Customer complaints received by Contractor, arranged and listed by category, including date, address, complainant, nature of complaint and resolution.

- 5) Tonnages and payments made due to Town participation in the Household Hazardous Waste program.
- 6) SEC 10Qs (if applicable).
- 7) Changes in Compliance history.

Section 1030. Annual Reports

A complete and accurate Annual Report must be submitted to the Contract Administrator in a format acceptable to the Town on or before the following date:

September 30

- 1) Audited Financial Statements.
- 2) Reconciliation/Inventory of 96-gallon containers.
- 3) SEC 10-K (if applicable).

COMPENSATION

Section 1100. Payments to the Contractor

For residential collections, Contractor will be compensated through charges to the residential solid waste customers that they service. Payment will be made monthly on the 25th of the month for the billings in the previous calendar month.

Section 1101. Commercial Billing

The Contractor will provide billing to and collection from all commercial accounts. The Contractor agrees to pay to the Town a street usage fee, as agreed upon between the Town and Contractor, on or before the last day of each month. Such fee will be based on the gross amount billed for all services rendered during the preceding month excluding any sales taxes.

Section 1110. Deductions of Liquidated Damages. See Tab 17 - Exceptions & Modifications

The Table of Liquidated Damages references performance criteria defined throughout the Contract and the direct costs for failure to satisfy the associated criteria. The acts or omissions, within the control of the Contractor, in the left-hand column is a breach of this Contract; the amounts in the right-hand column is set as "Liquidated Damages". Liquidated Damages may be deducted from the monthly payment due to the Contractor as determined by the Town in accordance with the Table of Liquidated Damages. The Town shall provide the Contractor with written notice of all Liquidated Damages assessed on at least a monthly basis.

The timely satisfaction of the performance criteria defined throughout the term of the Contract is essential and will be strictly enforced. Accordingly, the Contractor agrees that the Liquidated Damages provisions in this Contract and shown in the Table of Liquidated Damages are reasonable, facially valid, are not a penalty, and do not otherwise operate as a penalty.

The sum of money thus deducted or charged as Liquidated Damages is not to be considered as a penalty, but shall be deemed, taken, and treated as reasonable liquidated damages, representing a reasonable estimate of damages, or a reasonable forecast of just compensation, because the harm caused by the breach is incapable or extremely difficult of estimation due to the public nature of the work and the likely loss to be sustained by the Town and the general public, estimated at or before the time of executing this

Contract. Further, the parties acknowledge the Town's paramount purposes and duty to protect the "public fisc" and the general health, safety, and welfare of the public, and the parties agree that any alleged disparity between actual and Liquidated Damages shall be construed as bridgeable and acceptable as a matter of law and public policy and shall be calculated and construed in favor of the Town.

Should the Town neglect or opt not to enforce a claim of Liquidated Damages for any given breach on any given date or time, it shall not remove or limit the ability of the Town to enforce such claim retroactively or in the future.

See Tab 17 - Exceptions & Modifications

Table of Liquidated Damages

OMISSION	LIQUIDATED DAMAGES
Commencement of collection prior to 6:00 a.m. except as expressly permitted herein	\$100 per incident (each truck on each route is a separate incident)
Failure to clean-up and collect spillage	\$10 per incident
Unsanitary condition of vehicle exterior	\$100 per incident
Failure to collect missed Garbage, Bulk/Brush Waste or Recyclables, within one business day (including Saturday) after a makeup request is given to the Contractor.	\$25 each incident to a maximum of \$250 per truck per day for Cart \$50 each incident per Detachable Container
Missed collection of whole block. (This excludes collections prevented by weather and holiday rescheduling.) A whole block miss is defined as missing 3 or more houses on the same side of the street	\$150 per whole block
Failure to provide Multi Family Dwellings additional or larger Containers for either Garbage or Recycling, or increase collection frequency within ten (10) business days of notification.	\$25 per Container per day
Failure to deliver Multi Family Dwellings Containers to new participating Structures within 5 business days of the receipt of the new sign-up request.	\$25 per Container per day
Failure to deliver or replace Garbage Carts, or Curbside Recycling Wheeled Containers for any reason within five (5) business days of notification	\$25 per Container per day
Any additional misses, at the same address, within one (1) year after Contractor's receipt of 2nd notice regarding no collection.	\$200 each incident
Complaint calls received by the Town's Resolution Center in excess of 50 per month	\$50 per call
Failure to submit complete and accurate daily, monthly and annual reports	\$100 per day per incident
Failure to make all required collections during a week due to non-weather-related service disruptions	\$250 per collection route
Hydraulic Spill cleanup	\$100 per incident

Section 1120. Billing and Account Management

The Town will continue to provide financial management services for all accounts in the Contract. These include:

1. Monthly billing and collection of all residential accounts;
2. New resident initiation of service;
3. Account termination and special collection procedures for final accounts; and
4. Billing for special brush and bulk item pick up services provided to individual residents.

Section 1121. Proration of Charges

For move-ins and move-outs billing will be prorated for the residential solid waste fee based on the number of days in the billing period.

Section 1130. Required Reporting to Contractor

The Town shall provide to the Contractor certain information necessary for the implementation of the Contract and related to payments due to the Contractor.

Section 1150. Tax Exempt Purchasing by Contractor

Texas Tax Code 151.311, which is copied below, allows a vendor to purchase many items exempt from state and local sales taxes in the performance of their contract with the Town. Vendors who respond to this Request for Proposal will be expected to take advantage of this tax exemption as allowed by state law. Vendors should take the initiative to verify the tax-exempt details with the State of Texas Comptroller's Office, but here are a few stipulations from them:

- All products purchased to fulfill the contract must be used on the contract. For example, a vendor cannot purchase 100 pieces of lumber for our contract and use some of them for another taxable client.
- The rental of items such as scaffolding, barricades, or rental equipment is not exempt from taxes.

It is our understanding that vendors can provide their suppliers with a completed Texas Sales and Use Resale Certificate (<http://www.window.state.tx.us/taxinfo/taxforms/01-3392.pdf>) to receive this exemption. You may contact the State of Texas Comptroller's Office for details, and their contact information can be found at <http://www.window.state.tx.us/contact.html>. Vendors who respond to this RFP are expected to pass this tax savings along to the Town. No exempt state and local sales taxes will be paid to the winning contractor.

§ 151.311. TAXABLE ITEMS INCORPORATED INTO OR USED FOR IMPROVEMENT OF REALTY OF AN EXEMPT ENTITY.

(a) The purchase of tangible personal property for use in the performance of a contract for an improvement to realty for an organization exempted under Section 151.309 or 151.310 of this code is exempt if the tangible personal property is incorporated into realty in the performance of the contract.

(b) The purchase of tangible personal property, other than machinery or equipment and its accessories and repair and replacement parts, for use in the performance of a contract for an improvement to realty for an organization exempted under Section 151.309 or 151.310 of this code

is exempt if the tangible personal property is:

- (1) necessary and essential for the performance of the contract; and
 - (2) completely consumed at the job site.
- (c) The purchase of a taxable service for use in the performance of a contract for an improvement to realty that is performed for an organization exempted under Section 151.309 or 151.310 of this code is exempt if the service is performed at the job site and if:
- (1) the contract expressly requires the specific service to be provided or purchased by the person performing the contract; or
 - (2) the service is integral to the performance of the contract.
- (d) For purposes of this section, tangible personal property is completely consumed if after being used once for its intended purpose it is used up or destroyed. Tangible personal property that is rented or leased for use in the performance of the contract cannot be completely consumed for purposes of this section.

REQUIRED INSURANCE AND INDEMNITIES

The Contractor shall secure and maintain throughout the duration of this Contract insurance of such types and in such amount as may be necessary to protect itself and the interest of the Town against all hazards or risks of loss as hereinafter specified. The form and limits of such insurance, together with the underwriter thereof in each case, shall be acceptable to the Town but regardless of such acceptance it shall be the responsibility of the Contractor to maintain adequate insurance coverage at all times. Failure of the Contractor to maintain adequate coverage shall not relieve the Contractor of any contractual responsibility or obligation. A sample insurance certificate is attached hereto as Appendix E.

Section 1200. General Requirements

Satisfactory certificates of insurance shall be filed with the Town prior to starting any work under this Contract. The certificates shall state that thirty (30) days advance written notice will be given to the Town before any policy covered thereby is changed or canceled.

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

All insurance providers used to meet the requirements of this section must have an A.M. Best rating of "A" or better and be authorized to conduct business in the State of Texas.

Section 1210. Workers Compensation Insurance Coverage

- (A) Definitions:

Certificate of coverage ("certificate") - copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (DWC-81, DWC-82, DWC-83, or DWC-84), showing statutory workers' compensation insurance coverage for the Contractor's employees providing services under the Contract for the duration of the Contract.

Duration of the Contract - includes the time from the commencement of services and continuing for five years, with authorized extensions. **Persons providing services ("subcontractor" in §406.096)** - includes all persons or entities performing all or part of the services the Contractor has undertaken to perform under the Contract, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent Contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to the Contract. "Services" does not include activities unrelated to the Contract, such as parts suppliers, office supply deliveries, or other incidental vendors.

- (B) The Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the Contractor providing services on the project, for the duration of the project
- (C) The Contractor must provide a Certificate of Coverage to the Town prior to commencement of service.
- (D) If the coverage period shown on the Contractor's current Certificate of Coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new Certificate of Coverage with the governmental entity showing that coverage has been extended.
- (E) The Contractor shall obtain from each person providing services under the Contract, and provide to the Town:
 - (1) a certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and
 - (2) no later than seven days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
- (F) The Contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.

- (G) The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within ten days after the Contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.
- (H) The Contractor shall post at the office where the trucks serving the Town are based, a notice in the text, form and manner prescribed by the Texas Workers' Compensation Commission informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
- (I) The Contractor shall contractually require each person with whom it contracts to provide services to:
- (1) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, §401.011(44) for all of its employees providing services on the project, for the duration of the project;
 - (2) provide to the Contractor, prior to that person beginning work, a certificate of coverage showing that coverage is being provided for all employees of the person providing service, for the duration of the project or services;
 - (3) provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of certificate of coverage ends during the duration of the project or services;
 - (4) obtain from each other person with whom it contracts, and provide to the Contractor:
 - (a) a certificate of coverage, prior to the other person beginning work; and
 - (b) a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
 - (5) retain all required certificates of coverage on file for the duration of the project or services and for one year thereafter;
 - (6) notify the Town in writing by certified mail or personal delivery, within 10 days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services; and
 - (7) contractually require each person with whom it contracts, to perform as required by paragraphs (1) - (7), with the certificates of coverage to be provided to the person for whom they are providing services.
- (J) By signing this Contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the Town that all employees of the Contractor who will provide services under the Contract will be covered by workers' compensation coverage for duration of the Contract. Contractor also



represents that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

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

Section 1220. Comprehensive Automobile Liability

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

The liability limits shall not be less than:

Bodily Injury	\$1,000,000/person
	\$1,000,000/occurrence
Property Damage	\$1,000,000/occurrence

The insurance shall be of the occurrence type and name the Town as an additional insured, with waivers of subrogation in favor of the Town. There shall be no deductible applied to the Town as additional insured.

Section 1230. Comprehensive General Liability

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

To the extent that the Contractor's work, or work under his direction, may require blasting, explosive conditions, or underground operations, the comprehensive general liability coverage shall contain no exclusion relative to blasting, explosion, collapse of buildings, or damage to underground property.

The liability limits shall not be less than:

Bodily Injury	\$1,000,000/person
	\$1,000,000/occurrence
Property Damage	\$1,000,000/occurrence
	\$2,000,000/aggregate

The insurance shall be of the occurrence type and name the Owner as an additional insured, with waivers of subrogation in favor of the Town. There shall be no deductible applied to the Town as additional insured.

Section 1240. Defense of Suits; Indemnification

If any action in court is brought against the Town, or any officer or agent of the Town, for the failure, omission, or neglect of the Contractor to perform any of the covenants, acts, matters, or things under this Contract; or for injury or damage caused by the alleged negligence of the Contractor or its subcontractors or its agents, or in connection with any claim based on lawful demands of subcontractors, workmen, material men, or suppliers the Contractor shall defend, indemnify, and save harmless the Town and its officers and agents, from all losses, damages, costs, expenses, judgments, or decrees arising out of such action. The obligations of this Section 1240 shall be interpreted to be consistent with and in addition to the obligations of Section 1250 below.

Section 1250. Indemnity and Release of Liability

THE CONTRACTOR IS SOLELY RESPONSIBLE FOR AND SHALL DEFEND, INDEMNIFY, RELEASE, AND HOLD THE TOWN (AND ALL OF TOWN'S REPRESENTATIVES, OFFICERS, AND EMPLOYEES), FREE AND HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, LIABILITIES, DEMANDS, LOSSES, DAMAGES, COSTS, OR EXPENSES TO ALL PERSONS (INCLUDING BUT NOT LIMITED TO REASONABLE ATTORNEYS' FEES) ARISING OUT OF RESULTING FROM OR OCCURRING IN CONNECTION WITH THE PERFORMANCE OF THE WORK UNDER THIS CONTRACT THAT IS (I) ATTRIBUTABLE TO ANY BODILY OR PERSONAL INJURY, SICKNESS, DISEASES OR DEATH OF ANY PERSON OR ANY DAMAGE OR INJURY TO OR DESTRUCTION OF REAL OR PERSONAL PROPERTY INCLUDING THE LOSS OF USE THEREOF, AND (II) CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY ANY NEGLIGENT ACT, STRICT LIABILITY, OR OTHER ACT OR OMISSION OF CONTRACTOR, ANY SUBCONTRACTOR OR SUPPLIER, THEIR RESPECTIVE AGENTS OR EMPLOYEES OR ANY OTHER PARTY FOR WHOM ANY OF THEM MAY BE LIABLE REGARDLESS OF WHETHER SUCH IS CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENT ACTS, STRICT LIABILITY, OR OTHER ACT OR OMISSION OF A PARTY OR PARTIES INDEMNIFIED HEREUNDER.

SAID DEFENSE, INDEMNITY, AND RELEASE OF LIABILITY SHALL ALSO APPLY SPECIFICALLY TO CLAIMS ARISING FROM ACCIDENTS TO CONTRACTOR, ITS AGENTS OR EMPLOYEES, WHETHER OCCASIONED BY CONTRACTOR OR ITS EMPLOYEES, THE OWNER OR HIS EMPLOYEES, OR BY ANY OTHER PERSON OR PERSONS.

THE FOREGOING DEFENSE, INDEMNITY, AND RELEASE OF LIABILITY OBLIGATIONS SHALL NOT BE LIMITED IN ANY WAY BY ANY LIMITATION ON THE AMOUNT OR TYPE OF DAMAGES, COMPENSATION OR BENEFITS PAYABLE UNDER ANY CERTIFICATE OF INSURANCE, OR THE WORKERS' OR WORKMEN'S COMPENSATION ACTS, DISABILITY BENEFIT ACTS, OR OTHER EMPLOYEE BENEFIT ACTS.

Section 1260. Performance Bond

A Performance Bond in the amount of 50% of the annual value of the Contract will be maintained and renewed each year during the term of the Contract. Proof of renewal of the bond must be submitted to the Town prior to June 1 each year of the Contract. A sample of the required form is

provided in Appendix D.

Section 1270. Power of Attorney

Attorneys-in-fact who sign bonds must file with each bond a certified and effectively dated copy of their power of attorney.

APPENDICES

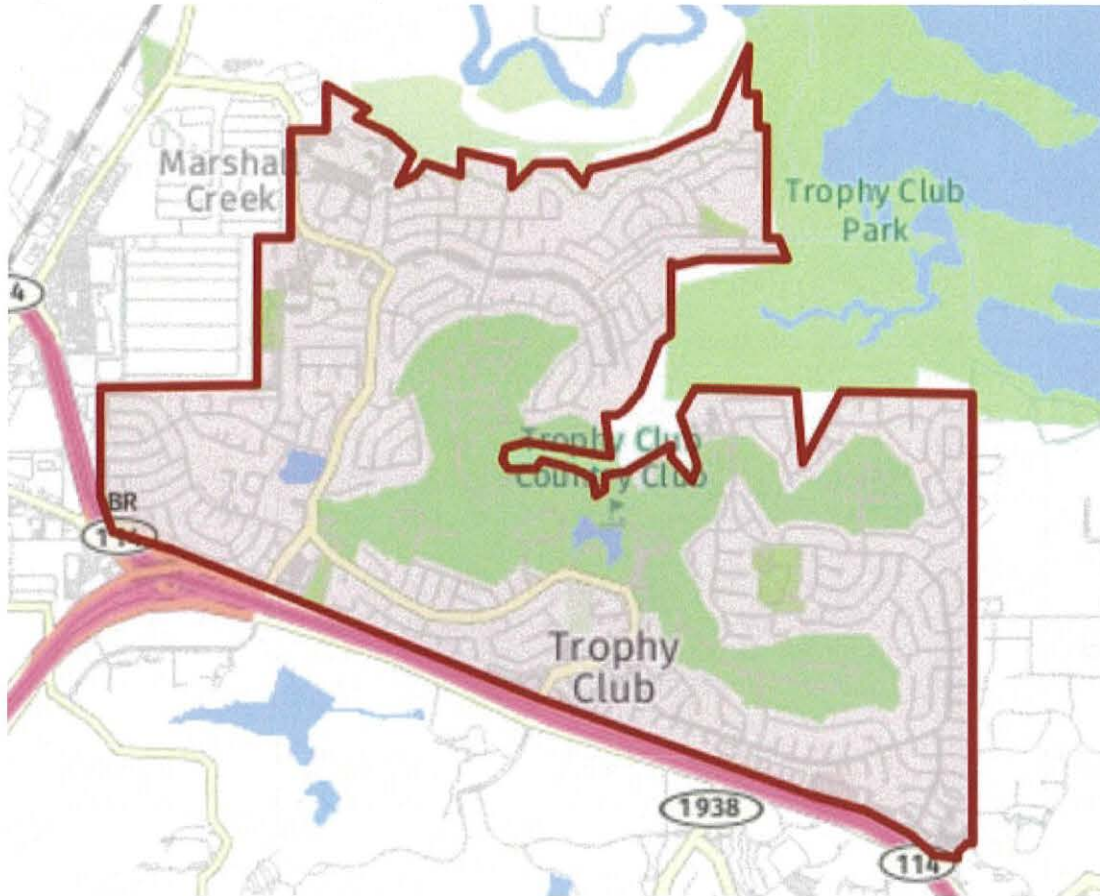
APPENDIX A. Town Facilities

Figure A – Town Facilities

FACILITY NAME	LOCATION	SIZE	QTY	PICKUP
Trophy Club Town Hall	1 Trophy Wood Dr.	3-yard front load	1	Tuesday/Friday
Trophy Club Park	2885 Trophy Park Dr, Trophy Club, TX 76262	3-yard front load	4	Tuesday/Friday
		30-yard roll-off	3	Tuesday/Friday
Independence Park East	501 Parkview Dr, Trophy Club, TX 76262	3-yard front load	1	Tuesday/Friday
Trophy Club Park Maintenance Barn		30-yard roll-off	1	Tuesday/Friday
Trophy Club Community Pool and Splash Pad	500 Parkview Dr, Trophy Club, TX 76262	3-yard front load	1	Tuesday/Friday

APPENDIX B. Single Family Residential Service

Figure B. – Solid Waste Daily Residential and Commercial Collection Area Map



APPENDIX C. Solid Waste and Recycling Ordinance

Chapter 13. Utilities

ARTICLE 13.02. SOLID WASTE

Division 1. Generally

§ 13.02.001. Definitions.

Brush.

Tree and shrub trimmings and limbs, etc., which exceed four (4) feet in length and cannot be easily placed in refuse containers or loaded readily into regular refuse compaction equipment.

Bulky waste.

Stoves, refrigerators, water tanks, washing machines, furniture, appliances and other waste materials with weights and volumes greater than those allowed for containers, but specifically excluding:

(1) Loose construction debris, carrion, hazardous waste, medical waste or stable matter;

(2) Any refrigerators, freezers, air conditioners, or other appliances that do not contain written or visual evidence that the chlorofluorocarbons (CFCs) have been removed therefrom by a certified, authorized, and licensed technician; and

(3) Any other objects or items that the contractor is precluded by federal, state, or local law or regulation from collecting or disposing in a municipal sanitary landfill.

Carrion.

The dead and putrefying flesh or carcass of any animal, fowl or fish.

Commercial container.

Metal containers supplied by the town's approved franchise vendor affording adequate capacity to service a customer so as to prevent spillage and unsightly and unsanitary conditions.

Construction debris.

Dirt, concrete, rocks, bricks or other waste building materials.

Curbside service.

The pickup of garbage, trash, brush, bulky wastes, rubbish, debris, and recyclable materials by the town's approved franchise vendor at a resident's street address.

Garbage.

Household waste, animal, or vegetable matter, as from a kitchen or food processing facility; ashes or any

other material which is damp or capable of emitting noxious odors.

Hazardous waste.

Any liquid or solid material, oil, sludge, and any radioactive, pathological, toxic, acidic, or volatile materials, or any chemical, compound, mixture, substance, or article which is designated by the United States Environmental Protection Agency or appropriate agency of the state to be “hazardous,” “toxic” or a “contaminant” or “pollutant,” as such terms are defined by or pursuant to federal or state law or regulation.

Pickup day.

A day(s) scheduled by the town for pickup of refuse and recycling materials. If a pickup day falls on a holiday, there will not be refuse or recycling service and a make-up day will not be substituted.

Recyclable materials.

The following items are allowed in recycling containers:

- (1) Plastic bottles numbered 1, 2, 3, 4, 5, 7 and plastic bottles composed of HDPE (high density polyethylene) and PET (polyethylene terephthalate) bottles.
- (2) Clear, green, and brown unbroken glass bottles and jars (excluding mirrors, windows, ceramics, or other glass products).
- (3) Aluminum, tin and steel metal cans used for beverages, food, beer, and soft drinks (excluding scrap metal, aerosol cans, foil, and utensils).
- (4) Telephone directories, newspapers, catalogs, and magazines.
- (5) Junk mail, cardboard and mixed household paper.

As recycling markets open up to additional recyclable materials, this list may be expanded based on mutual agreement.

Recycling container.

An 18-gallon container for use by residential customers for curbside recyclable materials collection issued by the town’s approved franchise vendor.

Refuse.

All garbage, trash, rubbish, brush, and debris.

Refuse container.

Any plastic bag, cardboard, metal or wooden box having no outside dimension of more than four (4) feet or any portable, closed, waterproof, plastic container with a capacity or volume of fifty (50) gallons or less; which is capable of containing refuse without leaking or emitting odors, that does not allow items to be scattered, and which weighs, when loaded, less than fifty (50) pounds per container and which is placed at curbside for removal. All refuse placed within plastic containers shall first be placed in a plastic bag, cardboard, metal, or wood box.

Rubbish.

All residentially generated waste wood, wood products, grass cuttings, dead plants, weeds, leaves, chips, shavings, sawdust, printed matter, paper, pasteboard, rags, straw, used and discarded mattresses, white goods, pulp, and other products such as are used for packaging or wrapping, crockery, glass, ashes, cinders, floor sweepings, mineral or metallic substances and any and all other waste materials not included in the definition of bulky waste, construction debris, garbage, refuse, or hazardous waste.

Trash.

All refuse other than garbage, debris, brush, household furniture and appliances, including but not limited to grass clippings, leaves, paper, and other household trash not included in the definitions of bulky waste, debris, garbage, refuse, rubbish or hazardous waste.

(Ordinance 92-11, sec. II, adopted 5/19/92; Ordinance 2002-12, sec. II, adopted 3/4/02; 2006 Code, ch. 11, sec. 1.01; Ordinance 2012-17, secs. 2.01, 2.02, adopted 9/4/12)

§ 13.02.002. Duties of residential customers.

It shall be the duty of each residential customer to place refuse and recyclable materials as follows:

- (1) Each residential customer shall place all refuse (in the case of brush, if the size allows) and recyclable materials in appropriate refuse or recycling containers sufficient in number so that the refuse/recyclable materials shall not become or constitute a public nuisance.
- (2) Refuse or recyclable materials shall not be placed at curbside prior to 7:00 p.m. on the day before a pickup day.
- (3) Recycling containers and/or other refuse containers must be removed from curbside no later than 7:00 a.m. following a pickup day.
- (4) All disabled residents shall be entitled to receive special pickup assistance; in order to receive assistance, such resident shall notify the town's approved franchise vendor of his/her need.
- (5) Refuse and all items included for residential collection shall be placed at curbside at the resident's street address in refuse containers and shall be placed and maintained in such a manner as to prevent refuse from being scattered. Refuse placed inside of an allowed cardboard, metal or wooden box, or plastic container shall be bagged in a plastic bag, and no loose trash shall be placed in a cardboard, metal or wooden box, or a plastic container.
- (6) Every resident shall notify the approved franchise vendor for the collection of bulky waste, if such collection is needed. A fee may be assessed in accordance with the fee schedule of the approved franchise vendor.
- (7) No residential customer shall place for collection or disposal, or permit to be placed for collection or disposal, any hazardous waste.
- (8) Every residential customer is hereby required to monitor pickup of their own refuse and recyclable materials. If, after having timely placed containers for collection, such containers are not emptied and the



contents removed as may be applicable within twenty-four (24) hours of scheduled collection, the resident shall notify the town's approved franchise vendor and report the non-collection at their address.

(Ordinance 2002-12, sec. III, adopted 3/4/02; 2006 Code, ch. 11, sec. 1.02; Ordinance 2012-17, sec. 2.03, adopted 9/4/12)

§ 13.02.003. Residential collection of brush.

Brush that is of such a nature that it cannot be placed in refuse container shall be cut in lengths not to exceed four (4) feet and shall be trimmed, stacked, tied and placed at curbside to a height of not more than three (3) feet and a weight not to exceed fifty (50) pounds per bundle. All brush that is of such nature that it may be placed in a refuse container, including without limitation all vines and thorny bushes, shall be placed in a plastic bag prior to placement in a refuse container, and no loose brush shall be placed in a cardboard, metal or wooden box, or plastic container. A resident may receive a special pick-up upon request made through the town's approved franchise vendor. A fee based upon quantity and volume may be assessed in accordance with the approved vendor's fee schedule in effect at the time.

(Ordinance 2002-12, sec. IV, adopted 3/4/02; 2006 Code, ch. 11, sec. 1.03; Ordinance 2012-17, sec. 2.04, adopted 9/4/12)

§ 13.02.004. Residential collection schedule; charges for services; late fee.

The collection and removal of refuse from premises used for residential purposes shall be made two (2) times each week, with a two- or three-day interval between each collection. Recyclable materials will be picked up one (1) time each week, on the designated day given by town's approved franchise vendor. The charges for such services shall be assessed as specified in the town's contract with the approved franchise vendor. Such charges are subject to increase or decrease from time to time based upon the then-current terms of the agreement between the town and the approved franchise vendor. All charges for services furnished or rendered pursuant to this article shall be due and payable on the date indicated on the bill, and if not paid by the due date a ten percent (10%) late fee will be added to the current amount and the total amount shall immediately become due and owing.

(Ordinance 2002-12, sec. V, adopted 3/4/02; 2006 Code, ch. 11, sec. 1.04)

§ 13.02.005. Disposal of residential hazardous waste materials.

Residents with proper identification and proof of residency will have the ability to dispose of hazardous waste materials semi-annually at a mobile collection unit located within the town or weekly at the City of Ft. Worth's environmental collection center in accordance with the recycling program and the hazardous material recycling contract approved by the town. If the council fails to approve a budget for the collection of hazardous waste, the program shall be discontinued.

(Ordinance 2002-12, sec. VI, adopted 3/4/02; 2006 Code, ch. 11, sec. 1.05)

§ 13.02.006. Removal of debris from construction, cleanup of property, etc.

Construction debris, as that term is defined herein, or other refuse resulting from preparation for construction, construction, major remodeling, or general cleanup of property, or sizeable amounts of refuse due to construction, construction preparation, remodel, or general cleanup of property, will not be removed by the

town as regular service. The property owner shall have such construction debris removed at his/her expense. A property owner may request a pick-up from the town's approved franchise vendor for the removal of construction debris. A fee for such service may be assessed in accordance with the approved vendor's fee schedule in effect at the time.

(Ordinance 2002-12, sec. VII, adopted 3/4/02; 2006 Code, ch. 11, sec. 1.06; Ordinance 2012-17, sec. 2.05, adopted 9/4/12)

§ 13.02.007. Duties of nonresidential customers.

It shall be the duty of the owner or person otherwise in charge of commercial, institutional or industrial premises within the town to cause all refuse accumulated on such premises to be placed in a commercial container(s). Commercial containers must be placed at a location on the premises as designated by the town and in compliance with all applicable town codes.

(Ordinance 2002-12, sec. VIII, adopted 3/4/02; 2006 Code, ch. 11, sec. 1.07)

§ 13.02.008. Collection from nonresidential customers; containers for multifamily residential complexes.

(a) Frequency of collection; charges.

The collection and removal of refuse from houses and other structures and premises used for commercial, institutional, or industrial purposes shall be made not less than one (1) time each week. Collection charges shall be assessed in accordance with the town's approved franchise vendor's fee schedule in effect at the time.

(b) Containers.

Commercial, institutional, and industrial customers shall dispose of refuse by means of commercial containers meeting town specifications. Additionally, multifamily residential complexes may employ said commercial containers for refuse collection in the same manner as commercial, institutional, and industrial customers.

(Ordinance 2002-12, sec. IX, adopted 3/4/02; 2006 Code, ch. 11, sec. 1.08)

§ 13.02.009. Prohibited acts and conditions.

(a) It shall be unlawful for any person to sweep, throw, or deposit any refuse, stagnant water, or carrion into, upon, or along any public property or private property of another, except as may be specifically provided by this article.

(b) It shall be unlawful for any person owning or otherwise in control of any premises within the town to permit any of the conditions described in subsection (a) of this section to exist upon property owned or controlled by them after having actual or constructive notice thereof.

(c) It shall be unlawful for any person to place in any container any material other than as specifically provided in this article, including but not limited to hazardous waste.

(d) It shall be unlawful for any person to deposit or maintain refuse except as provided for by this article.

(e) It shall be unlawful for any person to deposit any ignited material in any container used for the disposal of refuse.

(f) It shall be unlawful for a person to allow or cause the dumping of any construction debris or other refuse, including without limitation that produced as a result of major remodeling or general cleanup of property, at any location within the town.

(g) It shall be unlawful for any commercial institution or industrial customer to remove the drain plug from any commercial container.

(h) It shall be unlawful for any person to cause damage to or permit excessive buildup of material in containers.

(Ordinance 2002-12, sec. X, adopted 3/4/02; 2006 Code, ch. 11, sec. 1.09; Ordinance 2012-17, sec. 2.06, adopted 9/4/12)

§ 13.02.010. through § 13.02.040. (Reserved)

Division 2. Scavenging Refuse

§ 13.02.041. Definitions.

Discarded materials.

Recyclable items, reusable items, household trash, garbage, and/or debris as defined in the town's trash code.

(Ordinance 2004-03, sec. II, adopted 1/19/04; 2006 Code, ch. 11, sec. 2.01)

§ 13.02.042. Penalty.

It shall be unlawful for any person to violate any provision of this division, and any person violating or failing to comply with any provision of this division shall be fined, upon conviction, not less than one dollar (\$1.00) nor more than two thousand dollars (\$2,000.00), and a separate offense shall be deemed committed upon each day during or on which a violation occurs or continues.

(Ordinance 2004-03, sec. VIII, adopted 1/19/04; 2006 Code, ch. 11, sec. 2.04)

§ 13.02.043. Prohibition.

Except as specifically provided herein, no person, other than the current resident, current occupant or current owner of the property on which discarded materials are placed for collection, or a certified peace officer acting in his or her official capacity, shall open, remove, pick up, search through, or transfer discarded materials directly from the curbside when such discarded materials are contained within a closed plastic bag, box, garbage receptacle or any other closed or sealed container left at curbside for collection and removal by a carrier authorized to remove discarded materials within the town.

(Ordinance 2004-03, sec. III, adopted 1/19/04; 2006 Code, ch. 11, sec. 2.02)

§ 13.02.044. Exceptions.

(a) Authorized collectors.

A carrier, including its agents, representatives, and employees, authorized to remove discarded materials within the town may remove, pick up, or transfer discarded materials directly from the curbside as authorized in such carrier's contract or franchise with the town. A carrier shall not open any sealed garbage receptacle except to the extent necessary to remove the discarded material from the receptacle and place those materials directly into his or her disposal machinery and in accordance with the carrier's contract or franchise with the town. A carrier shall not search through closed bags, boxes, or other trash receptacles.

(b) Other exceptions.

(1) Permission of resident.

It shall be an exception to the prohibition contained in this division that a person other than the current resident, occupant, or owner of the property on which discarded materials are contained has the permission of such current resident, occupant or owner of the property to remove or search through a closed or sealed plastic bag, box, garbage receptacle or any other closed or sealed container.

(2) Open or unsealed containers.

It shall be an exception to the prohibition contained in this division for a person other than the current resident, occupant, or owner of the property to remove discarded materials which are not contained within a sealed plastic bag, box, garbage receptacle or any other closed or sealed container.

(Ordinance 2004-03, sec. IV, adopted 1/19/04; 2006 Code, ch. 11, sec. 2.03)

APPENDIX D. Performance and Payment Bonds

PERFORMANCE BOND

STATE OF TEXAS

§

§

§

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF DENTON &
COUNTY OF TARRANT

THAT

herein after called the Principal, and _____
hereinafter called the Surety, are held and firmly bound unto the Town of Trophy Club as Owner,
in the sum of _____
Dollars (\$_____) for the payment whereof the Principal and the
Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and
severally, firmly by these presents.

WHEREAS, the Principal has, by means of a written agreement, dated _____
_____, entered into a Contract with the Owner for:

SOLID WASTE MANAGEMENT SERVICES

JUNE 1, 2025 – MAY 31, 2030

RFP 2024-02 SOLID WASTE MANAGEMENT SERVICES

as set out in said Contract, a copy of which is by reference made a part hereof; **NOW
THEREFORE** the conditions of this obligation are such that, if the Principal shall faithfully
perform the Contract in accordance with the Plans, specifications and contract documents and shall
fully indemnify and save harmless the Owner from all cost and damage which Owner may suffer
by reason of Principal's default or failure so to do, and shall fully reimburse and repay the Owner
all outlay and expense which the Owner may incur in making good any such default or failure;

AND FURTHER, that if the Principal shall pay all persons, who have contracts directly
with the Principal for labor and/or materials, failing which such persons shall have a direct right
of action against the Principal and the Surety under this obligation, subject to Owner's priority,
then the obligation shall be null and void, otherwise it shall remain in full force and effect.

AND PROVIDED, that any alterations which may be made in the terms of the Contract
or in the work to be done under it, or the giving by the Owner of any extension of time for the
performance of the contract, or any other forbearance on the part of either the Owner or the
Principal to the other shall not in any way release the Principal and the Surety, or either of them,
their heirs, executors, administrators, successors, or assigns from their liability hereunder, notice
to the Surety of any alteration, extension or forbearance being hereby waived.

AND PROVIDED, in the event Principal is in default under the Contract as defined herein,
Surety will within fifteen (15) days of determination by Owner of such default take over and
assume completion of said Contract and become entitled to the payment of the balance of the
Contract price, subject to Owner's priority.

AND PROVIDED, that if any suit is brought under this Surety Bond, venue shall lie in



Denton & Tarrant County, Texas.

IN WITNESS WHEREOF, the above bounded parties have executed this instrument under their several seals this _____ day of _____, 2024, the name and corporate seal of each corporate party being hereto affixed, and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

WITNESSED:	Principal:
_____	By: _____
_____	Surety:
_____	By: _____
	Attorney-in-fact
	(SEAL)

WITNESSED:	Principal: _____
_____	By: _____
_____	Surety: _____
_____	By: _____

PAYMENT BOND

STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF DENTON &
COUNTY OF TARRANT §

THAT WE, _____ hereinafter called the Principal, _____ hereinafter called the Surety, are held and firmly bound unto the Town of Trophy Club, as Owner, in the sum of _____ DOLLARS (\$ _____), for the payment, whereof the said Principal and Surety bind themselves, their heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

The Conditions of this obligation are such that whereas the Principal entered into a certain contract, hereto attached, and made a part hereof, with the Owner dated _____, for:

**SOLID WASTE MANAGEMENT SERVICES
JUNE 1, 2025, THROUGH MAY 31, 2030
RFP 2024-02 SOLID WASTE MANAGEMENT SERVICES**

NOW THEREFORE, the conditions of this obligation are such that, if the Principal shall promptly make payment to all claimants as defined in Texas Gov't Code Ch. 2253, supplying labor and materials in the prosecution of the work provided for in said contract, then this obligation shall be null and void, otherwise, it shall remain in full force and effect.

This bond is made and entered into solely for the protection of all claimants supplying labor and material in the prosecution of the work provided for in said contract, and all such claimants shall have a direct right of action under the bond as provided in Texas Gov't Code Ch. 2253.

AND PROVIDED, that any alterations which may be made in the terms of the contract, or in the work to be done under it, or the giving by the Owner of any extension of time for the performance of the Contract, or any other forbearance on the part of either the Owner or the Principal to the other shall not in any way release the Principal and the Surety, or either of them, their heirs, executors, administrators, successors, or assigns from their liability hereunder, notice to the Surety of any alteration, extension or forbearance being hereby waived.

AND PROVIDED, that if any suit is brought under this Payment Bond, venue shall lie in Tarrant & Denton County, Texas.

IN WITNESS WHEREOF, the above bounded parties have executed this instrument under their several seals this _____ day of _____, 2024 the name and corporate seal of each corporate party being hereto affixed, and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

WITNESSED:

Principal: _____

By: _____

Surety: _____

By: _____

Attorney-in-fact

(SEAL)

APPENDIX E. Sample Insurance Certificate

SAMPLE CERTIFICATE OF INSURABILITY

ACORD CERTIFICATE OF LIABILITY INSURANCE				DATE REVISED: 7/14/03	
PRODUCER Sincere Insurance Company 400 Good Intentions Way St. Louis MO 95555		FAX THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.			
INSURED Garbage R Us Wastehaulers 900 Trash Way Dallas, TX 75555		INSURERS AFFORDING COVERAGE INSURER A: Flintstone Insurance INSURER B: INSURER C: INSURER D: INSURER E:			
COVERAGES 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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.					
LINE	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
1	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PER ☐ AGG		9/29/03	9/30/04	EACH OCCURRENCE \$ 1,000,000 FIRE DAMAGE (Any one fire) \$ MED EXP (Any one person) \$ 1,000,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPLETION AGG \$
2	AUTOMOBILE LIABILITY ☒ ANY AUTO ☒ ALL OWNED AUTOS ☒ SCHEDULED AUTOS ☒ NAMED AUTOS ☒ NON-OWNED AUTOS		9/29/03	9/30/04	COMBINED SINGLE LIMIT (EA ACCIDENT) \$ BODILY INJURY (Per person) \$ 1,000,000 BODILY INJURY (Per accident) \$ 1,000,000 PROPERTY DAMAGE (Per accident) \$ 1,000,000
3	DAMAGE LIABILITY ☐ ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
4	EXCESS LIABILITY ☐ OCCUR ☐ CLAIMS MADE DEDUCTIBLE \$ RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ DEDUCTIBLE \$ RETENTION \$
5	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		9/29/03	9/30/04	☒ W/C STATE ☐ W/C FED ☐ BOTH E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
6	OTHER				
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS City is additional named insured; Waiver of subrogation re: W/C; No deductible as related to the City.					
CERTIFICATE HOLDER City of DeSoto 211 E. Pleasant Run Rd DeSoto TX 75115-3901		CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL BE REQUIRED TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE EFFECT, BUT FAILURE TO MAIL SUCH NOTICE SHALL NOT PREVENT OPERATION OF THE POLICY. DE-ADJUDICATING CLAIMS, SEE AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE <i>S M Lincarp</i>			

ACORD 20-6 (7/97)

ACORD CORPORATION 1996

Letterhead of the Insurance Broker

Town of Trophy Club

I have read the insurance requirements as provided in your recent Request for Proposal (RFP) for Residential Solid Waste Collection and Disposal Services including the sample insurance certificate provided as Appendix E of the RFP. If my client _____ were to be chosen as the winning proposer, I will obtain the required insurance and provide the Town with required certificate as shown in Appendix E no later than one day after the signing of the contract.

I.M. Sincere
Insurance Broker

APPENDIX F. 96-Gallon Container Specifications

SPECIFICATIONS FOR 96 GALLON TWO WHEELED AMERICAN STANDARD ROLL-OUT CONTAINERS

Compliance with or variation from the specification must be noted as to each item on the specification sheet. All variations from the specification must be noted on the proposal form.

1. Vendors shall provide certification that the two wheeled containers provided to the Town meet the requirements of ANSI Z245.30-1999. Vendors shall provide certified copies of all test results with the proposal.
2. Capacity: volume shall be a minimum 96 US liquid level, body only, +/- 1%.
3. Mfg. method - HDPE injection molded only. Molded front pouch to facilitate semi-automated lifting.
4. Recycled material - minimum 10%, maximum 15% post-consumer material content. Hot melted mix.
5. UV Stabilization - minimum .5% by weight, hot melt compounded.
6. Load rating: 96 gallons: minimum 200 lb.
7. Wall thickness - minimum .156 inches.
8. Bottom - molded reinforced bottom for protection from excessive wear. No add-on pads.
9. Handle - molded into the body.
10. Lid - shall not be flat and shall overlap the body; shall open to a minimum 270 degrees. Lid shall be integrally attached to body without any metal fasteners. Lid shall be of same material as body with minimum of .148-inch thickness.
11. Wheels and axles - 96 gallon: wheels minimum 12" diameter, 1 3/4" wide molded plastic attached to a minimum 7/8" diameter solid steel corrosion resistant coated axle. Wheels shall attach to axle either by means of "snap-on" method or pal nuts. Either method shall be fully warranted against failure. Wheels shall be capable of bearing loads of 300 + pounds. Axle housing to be molded portion of body, axle shall pass through cart body outside refuse area; no snap-in axles; maintenance free self-lubricating wheel bearings; no cotter pins. Wheel wells shall be molded into body to allow full recessing of wheels.
12. Stability - container shall be able to withstand sustained winds of 40 m.p.h. while empty or full; container shall remain stable when lid is thrown open.



13. Product recyclability - all plastic components shall be recyclable. Manufacturers agree to buy back unusable containers and parts at the end of their useful life. The term useful life will be fully defined, and agreement reached between the vendor and the Town prior to the awarding of the proposal.
15.

Size of container -	height:	<u>96 gallons</u> 42" - 47"
	width:	less than 30"
	depth:	approximately 34"
16. Resin weight - 96 gallon: approximately 35 lb.
17. Container weight assembled - 96 gallon: 38 - 55 lb.
18. Warranty - the container, lid, wheels, axle and all necessary hardware shall be covered by a ten (10) year warranty. Any component parts which fail in materials or workmanship to perform as originally designed shall be replaced or repaired by the cart representative at no charge to the Town.
19. The Town of Trophy Club reserves the right to request samples on any item prior to proposal award.
20. Proposal will be awarded to the one (1) vendor with the lowest most responsive proposal.

Proposal Cover Sheet and Acknowledgement of Addendum(s)

Proposal for Residential Garbage, Yard Waste and Recycling, RFP 2024-02 Solid Waste Management Services

Due: 3:00 PM November 14, 2024

Performance & Payment Bonds: REQUIRED UPON AWARD (Section 1260)

The Proposer acknowledges receipt of the following Addendums to the solicitation:

Addendum Number	Date
Addendum #1	10/28/24
Addendum #2	11/4/24

This Proposal reflects our best estimates, and/or actual costs as of this date, and conforms to the requirements provided in the Town's RFP. By submitting this Proposal, the Proposer grants the Town the right to examine, as the basis for pricing that will permit an adequate evaluation of the proposed price, books, records, documents, and other types of factual information, if specifically referenced or included in the Proposal. The Town shall have the right to make such investigations as deemed necessary to determine the ability of the Proposer to perform the services required. Upon request by the Town, the Proposer shall furnish and certify all such supporting data and information that the Town may request to demonstrate the Proposer's qualifications.

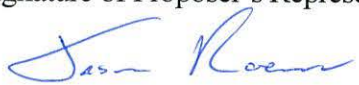
This response is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation. This Proposal is not submitted in conformity with any agreement or understanding with any Proposer to submit a false or sham Proposal. Proposer has not sought by collusion to submit a false Proposal to obtain for itself or any other Proposer, an advantage over any other Proposer or over the Town of Trophy Club.

In submitting this Proposal, the undersigned agrees that no Proposal may be withdrawn for a period of four (4) months after the date of receipt of Proposals, and that all Proposals shall be valid for this entire period, subject to cost adjustment as identified, unless advance written consent for such withdrawal is granted by the Town.

Please check the appropriate box: ☐ Corporation ☐ Partnership ☐ Sole Proprietor
☐ Unincorporated Include either: ☐ Social Security or ☒ Federal Tax Identification Number:

Other - Limited Partnership

Employer ID - 75-1988647

Name of Proposer Community Waste Disposal, L.P.	Phone 972.392.9300
Address 2010 California Crossing Rd. Dallas, TX 75220	Fax 972.392.9301
Type or Print Name and Title of Proposer's Representative Jason Roemer President	Attest:
Signature of Proposer's Representative  Date: 11/13/24	Corporate Seal

Declaration

The undersigned, as Proposer, declares that the only persons/entities interested in this Proposal are those named herein, that no other person/entity has any interest in this Proposal or in the Contract for services to which this Proposal pertains, that this Proposal is made without connection or arrangement with any other person/entity and that this Proposal is in every aspect fair, in good faith, and without collusion or fraud.

The Proposer further declares that they have complied in every respect with all requirements of this RFP, that they have read all appendices and has satisfied himself fully relative to all matters and conditions with respect to the services to which the Proposal pertains.

The Proposer states that this Proposal is based upon the Request for Proposal documents and appendices.

The Proposer agrees to the proposed Contract of the Town of Trophy Club RFP 2024-02– Solid Waste Management Services.

Community Waste Disposal, L.P.

Firm/Corporation

2010 California Crossing Rd.

Address

Dallas, TX 75220

Town, State, Zip

Jason Roemer

Name



Signature

President

Title

11/13/24

Submittal Date



Non-Collusion Affidavit

STATE OF Texas : COUNTY OF: Dallas

I state that I am Jason Roemer - President of Community Waste Disposal, L.P. (Name of firm) and that I am authorized to make this affidavit on behalf of said firm, and its owners, directors, and officers. I am the person responsible in said firm for the price(s) and the amount of this Response.

I state that:

1. The price(s) and amount of this Response have been arrived at independently and without consultation, communication or agreement with any other contractor, Respondent or potential Respondent.

2. Neither the price(s) nor the amount of the Response, and neither the approximate price(s) nor approximate amount of this Response, have been disclosed to any other firm or person who is a Respondent or potential Respondent, and they will not be disclosed before opening.

3. No attempt has been made or will be made to induce any firm or person to refrain from responding on this agreement, or to submit a Response higher than this Response, or to submit any intentionally high or noncompetitive Response or other form of complementary Response.

4. The Response of said firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive Response.

5. Community Waste Disposal, L.P. (name of firm), its affiliates, subsidiaries, officers, directors and employees are not currently under investigation by any governmental agency and have not in the last five (5) years been convicted or found liable for any act prohibited by state or federal law in any jurisdiction, involving conspiracy or collusion with respect to proposing on any public contract, except as follows:

6. Community Waste Disposal, L.P. (name of firm) understands and acknowledges that the above representations are material and important and will be relied on by the Town in awarding the agreements for which this Response is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from the Town of Trophy Club of the true facts relating to the submission of Responses for this agreement. I understand and said firm understands that any fraudulent concealment will allow the Town to pursue all applicable remedies at law or equity included, but not limited to, the right to reject this Response.

Jason Roemer

Signature

Jason Roemer

Name

President

Company Position

Sworn to and Subscribed before me

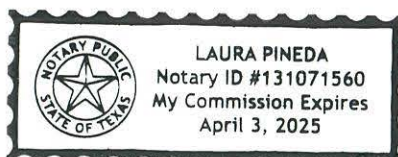
This 13th day of November, 2024

Laura Pineda

(Notary Public)

My Commission Expires:

April 3, 2025



9 of 85

Contractor's Initial

JK

Conflict of Interest Questionnaire

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code went into effect which requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the Town Secretary of the Town of Trophy Club not less than the 7th business day after the person becomes aware of facts that require the statement to be filed.

A recent amendment to this state law that went into effect on September 1, 2007, now allows for two changes to the original statute:

1. The Conflict-of-Interest Questionnaire only needs to be filled out and returned with your proposal if you or your company are aware of a conflict, and,
2. If the amount of the conflict exceeds \$2,500
It is the responsibility of every vendor filling out and returning this proposal to determine if there is a conflict meeting the parameters listed above. If so, **the Town of Trophy Club requires that this Questionnaire be completed and turned in with your proposal.** If there is no conflict, or if the amount of the conflict is less than \$2,500, then you are not required to submit the Questionnaire with your proposal.

See Section 176.006, Local Government Code which reads "A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor."

A sample is provided to assist with completing the Conflict of Interest Questionnaire.

CONFLICT OF INTEREST QUESTIONNAIRE**FORM CIQ****For vendor 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 governmental 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.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

NOT APPLICABLE

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 is being disclosed.

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer 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 or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes

☐ No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Signature of vendor doing business with the governmental entity

Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

5. Power of Attorney

Town of Trophy Club RFP 2024-02– Solid Waste Management Services

This is not applicable to CWD

Felony Conviction Notice

Statutory citation covering notification of criminal history of contractor is found in the Texas Education Code Section 44.034. Following is an example of a felony conviction notice:

FELONY CONVICTION NOTICE

State of Texas Legislative Senate Bill No. 1, Section 44.034, Notification of Criminal History, Subsection (a), states "a person or business entity that enters into a contract with a municipality must give advance notice to the City if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony."

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

THIS NOTICE IS NOT REQUIRED OF A PUBLICLY-HELD CORPORATION

I, the undersigned agent for the firm named below, certify that the information concerning notification of felony convictions has been reviewed by me and the following information furnished is true to the best of my knowledge.

VENDOR'S NAME Community Waste Disposal, L.P.

AUTHORIZED COMPANY OFFICIAL'S NAME (PRINTED): Jason Roemer

- A. My firm is a publicly held corporation; therefore, this reporting requirement is not applicable.

Signature of Company Official: _____

- B. My firm is not owned nor operated by anyone who has been convicted of a felony:

Signature of Company Official: Jason Roemer 

- My firm is owned or operated by the following individual(s) who has/have been convicted
C. of a felony:

Name of Felon(s): _____

Detail of Conviction(s): _____

Signature of Company Official: _____

Contractor's Initial 

Proposal Form 1 - Past Performance and Experience of Contractor

(To adequately answer the questions, additional pages of narrative may be included within this section when necessary)

1. How many years has your organization been in business under your present business name?
Under what other or former names has your organization operated?

Community Waste Disposal (CWD) has operated under the same name since being founded in 1984. CWD is the oldest and largest, privately held solid waste and recycling hauler in North Texas.

2. How many years of experience does your organization have in the collection and disposal of residential garbage, yard waste and recyclables?

CWD's first municipal contract was with the City of Euless in 1992, a contract that, 32 years later, we still have today. CWD collects trash and recycling materials for 34 municipalities at over 225,000 homes across the DFW Metroplex for a population of over 795,610.

Community Waste Disposal is the largest independently owned non-hazardous solid waste and recycling company in the Dallas marketplace. Solid waste, as well as recycling collection, is our business. From the onset in 1984, CWD has prided itself in being the most innovative company when it comes to designing programs that best fit our customers' needs.

3. Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your organization or officers in connection with such work?

CWD does not have any significant material litigation that is pending, been settled, or disposed of within the past five (5) years. There has been no mediation, or alternate dispute resolution in connection with solid waste collection or recycling services within the past five (5) years.

4. Describe in detail the circumstances and parties involved in any matter described above.

Not applicable.

Municipality/Contact	Address	Phone	Length of Contract/Expiration Date	\$\$ Value of Contract
City of Keller Aaron Rector City Manager	1100 Bear Creek Pkwy, Keller, 76244	817.743.4007 arector@cityofkeller.com	Start – 9/1/2010 Expiration – 8/31/26	\$5,340,000
City of Colleyville Adrienne Lothery Assistant City Manager	100 Main St, Colleyville, 76034	817.503.1112 alothery@colleyville.com	Start – 11/1/17 Expiration – 10/31/25	\$3,600,000
City of Southlake Lauren LaNeave Deputy Director of Public Works - Administration	1400 Main Street, Suite 460, Southlake, 76092	817.748.8400 llaneave@ci.southlake.tx.us	Start – 10/1/23 Expiration – 9/30/28	\$6,276,000

City of Corinth Scott Campbell City Manager	3300 Corinth Parkway Corinth, 76208	(940) 498-3240	Start - 1/1/13 Expiration – 12/31/24 - about to extend 5 years	\$2,280,000
City of Azle Susie Hiles Assistant to the City Manager	613 Southeast Pkwy, Azle, 76020	817.444.7009 shiles@cityofazle.org	Start – 2/1/07 Expiration – 1/31/31	\$3,000,000

5. Has your organization filed any lawsuits or requests for arbitration with regard to any contract for its services within the last five (5) years? If so, describe the parties, docket number, nature and present status of any proceeding described above.

CWD does not have any significant material litigation that is pending, been settled, or disposed of within the past five (5) years. There has been no mediation, or alternate dispute resolution in connection with solid waste collection or recycling services within the past five (5) years.

6. Has your organization been the subject of any lawsuit or request for arbitration filed by a Municipality with regard to a contract for such services within the last five (5) years? If so, state the docket number, names of the parties and present status of any such proceeding.

CWD does not have any claims against a bid or performance bond and has not had any contractual terminations regarding this matter.

7. Proposer acknowledges that the responses to this Questionnaire are material and important in determining the lowest responsive and responsible Proposer and, further, that any omissions may result in the rejection of any such Proposals.

Indicate your acknowledgement. **YES** CWD acknowledges that all responses to this Questionnaire and throughout this proposal, are material and accurate. Please refer to the Cover Letter, located at the front of this proposal for signed authorization.

8. Identify any and all subcontractors proposed to be used under this Contract. Provide the name, location and contact information for each subcontractor.

CWD will not utilize any subcontractors under this contract. CWD only utilizes full time employees for everything from cart delivery to helpers on the back of the truck.

9. Explain what services will be provided by each subcontractor.

Not applicable

Proposal Form 2 – Financial Qualifications

(To adequately answer the questions, additional pages of narrative may be included within this section when necessary)

1. Briefly describe in narrative format the entity's financial condition, results of operations for the last two fiscal years including known facts that could affect future performance. If the company is publicly held, it is acceptable to attach in this tabbed section the SEC required Management Discussion.

Community Waste Disposal, L.P. (CWD) is a privately owned, financially strong, and consistently profitable waste disposal and recycling company. The company has been profitable every year since 1984. Not only is the company profitable, but our balance sheet is one of the strongest in the industry. A review of industry standard financial ratios, such as quick ratio, current ratio, receivables turnover, debt to equity etc. will show that CWD meets or beats our competitors in these key statistics.

2. Provide as an attachment within this section audited financial statements for the last two fiscal years. If publicly held, provide financial statements for the local operation that will provide service under this Contract proposal. Additionally, for publicly held companies, provide SEC 10K filings for the parent organization.

CWD engages CliftonLarsonAllen (a top 10 accounting firm) to perform a full audit of our financial statements. A copy of the Auditor's Opinion Letter from our most recent audit has been included. Since CWD is a privately held company, we consider our financial statements and related information to be confidential and propriety. It is our opinion that inclusion of this information in the bid package would cause our financials to be subject to Open Records Act requests. In lieu of this, CWD will provide the city temporary custody of our financial statements and auditor's report for review and inspection. We are also willing to meet with representatives of the city to answer any questions concerning our financials or overall financial condition of the company. Another option would be for CWD to provide the financial information to outside legal or accounting firms designated by the city.

CWD's Dun & Bradstreet number is 14-490-5049

	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>	<u>2024</u>
Revenue (000's)	\$40,636	\$48,106	\$54,286	\$62,823	\$72,882	\$80,738	\$82,053	\$93,988	\$106,238	\$114,431 Projected



CliftonLarsonAllen LLP
CLAAconnect.com

INDEPENDENT AUDITORS' REPORT

Board of Directors and Stockholders
CWD Management, Inc. and Subsidiaries
Dallas, Texas

Report on the Audit of the Consolidated Financial Statements

Opinion

We have audited the accompanying consolidated financial statements of CWD Management, Inc. and Subsidiaries, which comprise the consolidated balance sheets as of December 31, 2023 and 2022, and the related consolidated statements of operations and comprehensive income (loss), changes in equity, and cash flows for the years then ended, and the related notes to the consolidated financial statements.

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of CWD Management, Inc. and Subsidiaries as of December 31, 2023 and 2022, and the results of their operations and their cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audits in accordance with auditing standards generally accepted in the United States of America (GAAS). Our responsibilities under those standards are further described in the Auditors' Responsibilities for the Audit of the Consolidated Financial Statements section of our report. We are required to be independent of CWD Management, Inc. and Subsidiaries and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Consolidated Financial Statements

Management is responsible for the preparation and fair presentation of these consolidated financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the consolidated financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about CWD Management, Inc. and Subsidiaries' ability to continue as a going concern for one year after the date that the consolidated financial statements are available to be issued.

(1)

CLA (CliftonLarsonAllen LLP) is an independent network member of CLA Global. See [CLAGlobal.com/disclaimer](https://www.claglobal.com/disclaimer)

Proposal Form 2 – Financial Qualifications

Board of Directors and Stockholders
CWD Management, Inc. and Subsidiaries

Auditors' Responsibilities for the Audit of the Consolidated Financial Statements

Our objectives are to obtain reasonable assurance about whether the consolidated financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and, therefore, is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the consolidated financial statements.

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the consolidated financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the consolidated financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of CWD Management, Inc. and Subsidiaries' internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the consolidated financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about CWD Management, Inc. and Subsidiaries' ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that we identified during the audit.

(2)



Supplementary Information

Our audits were conducted for the purpose of forming an opinion on the consolidated financial statements as a whole. The consolidated information, consolidating balance sheet, and consolidating statement of operations in the supplementary schedules are presented for purposes of additional analysis of the consolidated financial statements, and are not a required part of the consolidated financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the consolidated financial statements. The consolidated information has been subjected to the auditing procedures applied in the audits of the consolidated financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the consolidated financial statements or to the consolidated financial statements themselves, and other additional procedures in accordance with GAAS. In our opinion, the consolidated information is fairly stated in all material respects in relation to the consolidated financial statements as a whole.

CliftonLarsonAllen LLP

CliftonLarsonAllen LLP

Dallas, Texas
April 18, 2024

Proposal Form 3 – Facilities

Identification and location of the processing and disposal companies

List the name, location and distance from the Town of Trophy Club for the facilities proposed for use in providing the services specified in the Contract.

Disposal Facility(ies): Camelot Landfill	Location: 580 Huffines Blvd., Lewisville	Distance from Town Hall in Miles: 23.6 miles
Recycling Facility(ies): Community Waste Disposal Material Recycling Facility (MRF)	Location: 2010 California Crossing Rd, Dallas, 75220	Distance from Town Hall in Miles: 19 miles
Yard Waste Composting Facility(ies): (if proposed) Not applicable	Location:	Distance from Town Hall in Miles:

Proposal Form 3-A – Certification of Recycling Facility

Provide a copy of this form from each recycling facility to be used in the Contract. The form must be signed by an officer or authorized representative of the recycling facility.

I acknowledge that Community Waste Disposal, L.P.

(Name of Firm/Facility) shall be responsible for processing Recyclables collected by

Community Waste Disposal, L.P. the Contractor under the Town Contract.

I understand and agree that recyclables may not be deposited as Garbage at a landfill or incinerator.

I understand and agree that the Town shares no risk, expense, or profit for the marketing and transport of the processed materials and/or the product.

I certify that the processing system of

Community Waste Disposal, L.P.

(Name of Firm/Facility) is capable of accepting the following materials for single stream recycling: Plastic - Numbers 1, 2, 3, 4, 5, and 7; Glass - All colors of glass bottles; Metal - All metal (tin/aluminum) food and beverage cans; Newspapers, Catalogs, Magazines, Junk mail, Cardboard and Mixed Household Paper.

I certify that the processing system of

Community Waste Disposal, L.P.

(Name of Firm/Facility) has sufficient capacity to receive, process, and store all materials collected in one week.

I agree that the Town may visit and inspect

Community Waste Disposal, L.P.

(Name of Firm/Facility) at any time given reasonable notice.

Please check the appropriate box:

Other - Limited Partnership

☒ Corporation

☐ Partnership

☐ Sole Proprietor

☐ Unincorporated

Include either

☐ Social Security

☐ Federal Tax Identification Number:

Employer ID # - 75-1988647

Name of Firm <u>Community Waste Disposal, L.P.</u>	Phone <u>972.392.9300</u>
Address <u>2010 California Crossing Rd.</u> <u>Dallas, TX 75220</u>	Fax <u>972.392.9301</u>
Type or Print Name and Title of Officer or Authorized Representative <u>Jason Roemer – President</u>	Attest:
Signature of Officer or Authorized Representative Date: <u>Jason Roemer</u>	Corporate Seal

Proposal Form 4 – Experience of Personnel

Proposal Tab 4 - Experience of Personnel

(To adequately answer the questions, additional pages of narrative may be included within this section when necessary)

Provide a list of personnel in key positions (including those of subcontractors) and attach one copy of the Summary of Qualifications form (see next page) for each person so identified; additional sheets may be attached to the form with a maximum of two extra pages per person. (General Manager Hauling, Dispatcher, Route Supervisor, Maintenance Manager, Office Manager, Customer Service Manager, etc.). Include and identify as such, the person who will serve as the public spokesperson, as required in the contract, to appear at publicity events with the Town.

List Key Personnel Below:

Name	Position/Title	Subcontractor(Y/N)
Jason Roemer	President	N
Greg Roemer	CEO	N
Paul Hansen	General Manager	N
JB Sweeney	Assistant General Manager	N
David Flanagan	Fleet / Shop Manager	N
David Guyer	Safety / Compliance Manager	N
Tommy Johnson	Customer Service Manager	N
Miguel Martinez	Residential Systems Manager	N
Brian Crews	Roll Off Systems Manager	N
Blanca Romero	Dispatch Manager	N
Brian Kreft	Residential Route Supervisor	N

The Town expects to communicate directly with one individual designated for ultimate responsibility for the Contract. The Town will be notified immediately of any changes to this information. Provide all of the following information.

Contractor's Primary Contact Person for Contract Implementation

Name: Jason Roemer
President

Mailing Address: 2010 California
Crossing Rd, Dallas,
75220

Direct Phone Line: 972.392.9300 ext. 3220 Mobile phone: 214.418.5017

Fax: 972.392.9301 Email: jroemer@cwd.to (preferred)

Circle or note the one that is the preferred method of communication

Proposal Tab 4 - Experience of Personnel (continued)

Summary of Qualifications Form

Complete one separate form for each Manager and Supervisor listed in Proposal Tab 4, listing his/her experience during the past five years,

Please note the Manager and Supervisor who will be assigned to Trophy Club if your firm is awarded the contract.

Name: Jason Roemer

Position: President

- A. Describe the individual's direct experience in planning and implementing residential refuse, yard waste and recycling collection, processing, marketing programs.
- B. List the individual's industry training and/or certifications attained.
- C. Provide a detailed record of the individual's operational experience indicating at least five years' experience in the collection of refuse, yard waste, and recyclables, either for a municipality or other government entity.
- D. Where appropriate, describe the individual's experience in hiring, training the workforce to perform the work.

Jason has been employed full-time at CWD since 2017. During the past seven (7) years, he has worked in various roles such as: Municipal Coordinator (4 years) and Vice President (3 years). As President, Jason's responsibilities include: facilitating new/existing Municipal contracts, CWD's Open Market Sales Department, oversight of operational/administrative managers and supervisors, implementation of fleet technology, CAPX expenditure decisions, and developing CWD's long-term strategic direction.

Jason Roemer received his Bachelor's degree in Business Management and Marketing, as well as his MBA with a Risk Management / Finance emphasis, from Oklahoma State University. Prior to CWD, he spent three years working in the Health and Safety Industry, assisting major oil and gas refineries execute site level safety policies and procedures for subcontractors across the United States and South America.

Over the past seven (7) years, Jason has directly overseen the implementation and transition of sixteen (16) municipalities. In addition to transitioning a municipality to CWD, he handles the majority of all RFP submissions, contract renewal discussions and other municipal related business. Jason will be accessible at all times throughout the term of this contract and a key piece in the entire transition process



Proposal Tab 4 - Experience of Personnel (continued)

Summary of Qualifications Form

Complete one separate form for each Manager and Supervisor listed in Proposal Tab 4, listing his/her experience during the past five years,

Please note the Manager and Supervisor who will be assigned to Trophy Club if your firm is awarded the contract.

Name: Greg Roemer

Position: Founder / CEO

- A. Describe the individual's direct experience in planning and implementing residential refuse, yard waste and recycling collection, processing, marketing programs.
- B. List the individual's industry training and/or certifications attained.
- C. Provide a detailed record of the individual's operational experience indicating at least five years' experience in the collection of refuse, yard waste, and recyclables, either for a municipality or other government entity.
- D. Where appropriate, describe the individual's experience in hiring, training the workforce to perform the work.

Greg came to Dallas in 1980 as a sales representative for what was at that time the nation's largest waste management company. In 1984, with two employees, one truck, and zero customers, he started Community Waste Disposal, which has grown to become the largest locally owned and operated solid waste hauler in the Metroplex. CWD consistently ranks among the top fifty of approximately 7,000 waste and recycling companies in the United States every year. Greg is a past President of the Dallas Corporate Recycling Council and has served on the Resource Conservation Commission Board at the North Central Area of Governments.

Greg is responsible for the overall direction of CWD. He is instrumental in forming business relationships with customers and vendors. His oversight encompasses every area including operations, finance, sales, marketing and strategic management.



Proposal Tab 4 - Experience of Personnel (continued)

Summary of Qualifications Form

Complete one separate form for each Manager and Supervisor listed in Proposal Tab 4, listing his/her experience during the past five years,

Please note the Manager and Supervisor who will be assigned to Trophy Club if your firm is awarded the contract.

Name: Paul Hansen

Position: General Manager

- A. Describe the individual's direct experience in planning and implementing residential refuse, yard waste and recycling collection, processing, marketing programs.
- B. List the individual's industry training and/or certifications attained.
- C. Provide a detailed record of the individual's operational experience indicating at least five years' experience in the collection of refuse, yard waste, and recyclables, either for a municipality or other government entity.
- D. Where appropriate, describe the individual's experience in hiring, training the workforce to perform the work.

Paul will be the operational contact that will work closely with Jason and coordinate implementation with existing contractor and CWD operational staff.

Paul Hansen received both his BBA in Finance and his MBA from Baylor University. He has over 27 years of industry experience and 15+ years of General Manager experience.

His industry training and certifications include TCEQ Class A MSW Operator – SW000870, SMITH System – Defensive Driving and a Commercial Driver's License for 20 years.

His duties include direct oversight and control of CWD's operational departments including Fleet Services, Residential and Commercial trash/recycling services, Safety and Personnel Department, Dispatch and Route Manager.



Proposal Tab 4 - Experience of Personnel (continued)

Summary of Qualifications Form

Complete one separate form for each Manager and Supervisor listed in Proposal Tab 4, listing his/her experience during the past five years,

Please note the Manager and Supervisor who will be assigned to Trophy Club if your firm is awarded the contract.

Name: JB Sweeney

Position: Assistant General Manager

- A. Describe the individual's direct experience in planning and implementing residential refuse, yard waste and recycling collection, processing, marketing programs.
- B. List the individual's industry training and/or certifications attained.
- C. Provide a detailed record of the individual's operational experience indicating at least five years' experience in the collection of refuse, yard waste, and recyclables, either for a municipality or other government entity.
- D. Where appropriate, describe the individual's experience in hiring, training the workforce to perform the work.

In a role that supports the General Manager, JB Sweeney has 23+ years of solid waste management (over 15 years at CWD) and leadership experience that includes a vast knowledge of the DFW Metroplex.

As Assistant General Manager, JB is responsible for ensuring safe, timely, and quality customer service within CWD's Residential and Commercial collection operations. He also assists the Safety Department to ensure employee and public safety, and works to create and maintain strong business relationships with our municipal partners.



Proposal Tab 4 - Experience of Personnel (continued)

Summary of Qualifications Form

Complete one separate form for each Manager and Supervisor listed in Proposal Tab 4, listing his/her experience during the past five years,

Please note the Manager and Supervisor who will be assigned to Trophy Club if your firm is awarded the contract.

Name: David Flanagan

Position: Fleet Manager

- A. Describe the individual's direct experience in planning and implementing residential refuse, yard waste and recycling collection, processing, marketing programs.
- B. List the individual's industry training and/or certifications attained.
- C. Provide a detailed record of the individual's operational experience indicating at least five years' experience in the collection of refuse, yard waste, and recyclables, either for a municipality or other government entity.
- D. Where appropriate, describe the individual's experience in hiring, training the workforce to perform the work.

With more than 30 years of fleet maintenance experience – both technical and managerial - David is responsible for the oversight and maintenance of Community Waste Disposal's vehicle fleet and shop operations as well as facilities maintenance

David manages more than 60 employees at CWD. His duties also include supervising CWD's shop, paint shop, and compactor repair personnel, compactor installations, maintenance and service calls.

David's individual industry training/certifications include numerous OEM technical training certifications, DOT brake certification, EPA 608 universal, and 609 certifications. As a technician, David has won multiple state and national technician competitions, and has participated in multiple TMC (Truck Maintenance Council) "best practices" seminars that develop maintenance standards for the industry



Proposal Tab 4 - Experience of Personnel (continued)

Summary of Qualifications Form

Complete one separate form for each Manager and Supervisor listed in Proposal Tab 4, listing his/her experience during the past five years,

Please note the Manager and Supervisor who will be assigned to Trophy Club if your firm is awarded the contract.

Name: Miguel Martinez

Position: Residential Systems Manager

- A. Describe the individual's direct experience in planning and implementing residential refuse, yard waste and recycling collection, processing, marketing programs.
- B. List the individual's industry training and/or certifications attained.
- C. Provide a detailed record of the individual's operational experience indicating at least five years' experience in the collection of refuse, yard waste, and recyclables, either for a municipality or other government entity.
- D. Where appropriate, describe the individual's experience in hiring, training the workforce to perform the work.

Miguel has been with CWD since 2015, originally hired as a Roll Off driver. In 2019, he was promoted to Residential Systems Manager. Since being the Residential Manager, he has successfully led the implementation and transitions of over sixteen (16) city contracts.

Commercial driver's license

As a Residential Manager, Miguel oversees the Field Supervisor Team (six residential supervisors), completion of collection routes, participates in hiring/training/retention and maximized route productivity.

His duties include direct oversight and control of CWD's operational departments including Fleet Services, Residential and Commercial trash/recycling services, Safety and Personnel Department, Dispatch and Route Manager.



Proposal Tab 4 - Experience of Personnel (continued)

Summary of Qualifications Form

Complete one separate form for each Manager and Supervisor listed in Proposal Tab 4, listing his/her experience during the past five years,

Please note the Manager and Supervisor who will be assigned to Trophy Club if your firm is awarded the contract.

Name: Tommy Johnson

Position: Customer Service Manager

- A. Describe the individual's direct experience in planning and implementing residential refuse, yard waste and recycling collection, processing, marketing programs.
- B. List the individual's industry training and/or certifications attained.
- C. Provide a detailed record of the individual's operational experience indicating at least five years' experience in the collection of refuse, yard waste, and recyclables, either for a municipality or other government entity.
- D. Describe the individual's experience in hiring, training the workforce to perform the work.

With over 20 years of experience delivering consistent customer service excellence and operational improvements, Tommy is responsible for developing and maintaining good customer relations ensuring CWD strives to exceed our customers' expectations.

Customer Service Training professional.

Tommy is responsible for hiring, training and appraising the performance of customer service personnel including providing customer service personnel with guidance in handling difficult or complex issues for an effective and efficient resolution.



Proposal Tab 4 - Experience of Personnel (continued)

Summary of Qualifications Form

Complete one separate form for each Manager and Supervisor listed in Proposal Tab 4, listing his/her experience during the past five years,

Please note the Manager and Supervisor who will be assigned to Trophy Club if your firm is awarded the contract.

Name: David Guyer

Position: Safety and Compliance Manager

- A. Describe the individual's direct experience in planning and implementing residential refuse, yard waste and recycling collection, processing, marketing programs.
- B. List the individual's industry training and/or certifications attained.
- C. Provide a detailed record of the individual's operational experience indicating at least five years' experience in the collection of refuse, yard waste, and recyclables, either for a municipality or other government entity.
- D. Describe the individual's experience in hiring, training the workforce to perform the work.

Dave manages the company's Safety/Risk and Personnel/Hiring departments. He served in the USMC and attended the University of Oklahoma. Dave has more than 15 years of experience in the Safety field – from Orientation Presenter to Director.

Dave's certifications include Director of Safety and Cargo Safety Professional. He was awarded the National Safety Council Defensive Driving Instructor of the Year in 2008, and is a four-time recipient of the Great West Casualty Platinum Safety Award.

Dave's Safety & Risk Management duties include managing DOT, OSHA, TCEQ, and applicable city, state, and federal regulations, including training and compliance programs. He also documents, investigates, and resolves accident, property, and injury claims. Dave's Personnel Management duties include the screening, interviewing, hiring, orientation, and training of new employees, and administration of company personnel policies and procedures.

Dave manages the company's Safety/Risk and Personnel/Hiring departments. He served in the USMC and attended the University of Oklahoma. Dave has more than 15 years of experience in the Safety field – from Orientation Presenter to Director.



Proposal Tab 4 - Experience of Personnel (continued)

Summary of Qualifications Form

Complete one separate form for each Manager and Supervisor listed in Proposal Tab 4, listing his/her experience during the past five years,

Please note the Manager and Supervisor who will be assigned to Trophy Club if your firm is awarded the contract.

Name: Brian Kreft

Position: Residential Field Supervisor

- A. Describe the individual's direct experience in planning and implementing residential refuse, yard waste and recycling collection, processing, marketing programs.
- B. List the individual's industry training and/or certifications attained.
- C. Provide a detailed record of the individual's operational experience indicating at least five years' experience in the collection of refuse, yard waste, and recyclables, either for a municipality or other government entity.
- D. Where appropriate, describe the individual's experience in hiring, training the workforce to perform the work.

Brian is responsible for providing excellent service to our customers and for helping our drivers maximize productivity. His duties also include supervising employees while on their municipal routes, ensuring routes get serviced in a timely manner, and keeping employees aligned with the goals of the company.

Commercial Driver's License



Proposal Tab 4 - Experience of Personnel (continued)

3. How does Contractor deal with replacing key personnel who leave?

Since CWD is a privately-owned company, we have the ability to state confidently that upper management assigned to this contract will never be re-assigned, or leave the company. At CWD, we have a unique relationship with our key personnel, consistently promoting transparency at both work and personal life. Through this relationship we are able to identify any potential positions that may come open and coordinate a smooth transition to a new individual. Should any unanticipated position become unfilled, CWD is equipped with the ability to immediately have an already staffed employee take over the position in the interim.

4. Describe in detail the categories of employees, the number within each category, and the anticipated standard number of work days and hours for each category anticipated for successful implementation of the Contract. (include and identify subcontractors) (Example, drivers/helpers/customer service/billing/mechanics, etc.)

Implementation Period

- Residential cart distribution (if polycarts selected)
 - 4 trailers, 12 employees, 10 hours per day over 2-3 days – CWD employees
 - If solid waste carts are selected, CWD will utilize 6 trailers, 18 employees operating the same hours over 4 days.
- Commercial Container transition
 - 1 container delivery truck, 1 driver, 1 fork lift operator, 5-8 hours per day over 1 week
 - Prior to the start of the new contract, CWD will swap all commercial front load containers with **brand new** ones. CWD will deliver the new container and remove the old one at the same time to avoid any disruption to the site's operation.
- Customer Service, Billing and Shop/Mechanics
 - The appropriate infrastructure is already in place to handle the workload required under this contract.

Day-to-Day (assuming Base Bid)

- Drivers/Helpers
 - Number dedicated to Contract (assuming Town is split in half for service)
 - Trash/Bulk/Brush – 3 Drivers, 3 Helpers – 9.3 hours per day
 - Recycle – 2 Drivers – 2 helpers – 10 hours
- On-Road Fleet Maintenance & On-Site Shop
 - Staff: 4 vehicles with 4 employees
 - Expected work hours per day: 2 shifts per day, 6 days a week (ongoing)
- Customer Service, Billing, Management, etc.
 - Staff: 36 employees
 - Expected work hours per day = 8 hours

Proposal Tab 4 - Experience of Personnel (continued)

5. Describe which service will be provided by a regional or centralized source. (Example Human Resources, Customer Service, Billing, etc.) Identify the location and give a detailed narrative of how those services will be provided under the Town's Contract.

CWD's entire operations is located at 2010 California Crossing, Dallas, TX 75220. By housing all departments at the same location, CWD has the unique ability to ensure all communication is efficient and consistent. Customer Service, Accounting and all administrative offices are right next to our dispatch department. This allows CWD administration to have direct contact with drivers and dispatchers to quickly answer questions and provide exceptional service.

6. Explain the current screening mechanisms used by the company for applicants and also ongoing programs for employees (i.e., drug and alcohol, etc.) Do these apply to subcontractors?

Driver/Helper Hiring Process:

- Application and certifications reviewed by David Guyer (Personnel Department)
- Personal interview with department manager (Paul Hansen – Commercial, Miguel Martinez – Residential)
- Drug Screen and Physical
- Background Investigation
- Road Test (driver)
- Paperwork and Acknowledgments signed
 - Signed agreement to never dispose of recyclables at a landfill
 - Signed trash on ground standard operating procedure

Administrative Staff (customer service, sales, etc.)

- Application reviewed by respective department supervisor
- Personal interview with department supervisor and Jason Roemer (President)
- Drug Screen and Background Investigation (when applicable)

7. Describe in detail the Contractor's and Subcontractor's employee/driver training program. Use additional sheets or attachments, if necessary.

See Tab 14 – Safety Program for additional details

Driver Training Program

- Newly hired drivers are accompanied by a supervisor or lead driver for training and route guidance
 - Residential Supervisor Trainer: Augustine DeLeon
 - Commercial Supervisor Trainer: Paul Hansen
- Each collection vehicle is equipped with a Third Eye Safety camera that records and evaluates driver safety behavior.
 - The camera will record 8 seconds before and after a G force event occurs and the clip is sent to a Third Eye proprietary system that evaluates the images for safety violations or risky driving behaviors.
 - The evaluation criteria are specific to CWD's established safety standards. Any action that deviates from our driver safety operating procedures is identified with a

Proposal Tab 4 - Experience of Personnel (continued)

- severity score and sent via email to CWD management for review.
- This whole process is completed within 24 hours.
- After the video is received, the video is reviewed with the driver and their supervisor to provided corrective coaching or immediate termination depending on the severity.
- The driver's safety score is tracked over time and if not improved, can result in termination.

Administrative Employee Training Program

- Daily training with an assigned mentor until competency goals are accomplished
- Weekly performance evaluations are completed by the immediate supervisor and quarterly goals are tracked internally

8. What steps will the Contractor and Subcontractors take to teach staff the specific requirements of this Contract? Please provide details by category of personnel.

Upon Contract award, CWD will coordinate in-person meetings with Town Staff and CWD personnel. The purpose of these meetings will be to cover any specific changes or expectations from the existing agreement that the City has with CWD.

Jason Roemer, CWD's President, will take the lead on coordinating departmental training and be available 24/7 throughout the contract transition. Jason is available to meet with the Town, Community Leaders and anyone else the City feels would benefit from extended discussions about the transition details.

CWD's **in-house Graphic Designer** gives us the ability to create educational material catered to your community. Various graphics, utility bill inserts and an aggressive public outreach campaign is the key to communicating the service changes prior to the start date. CWD does not charge for any electronic educational material generated.

Key personnel involved in the contract requirements and education on service details include:

- Jason Roemer – President
- Meredith Butterfield – Marketing Manager / Graphic Designer
- Tommy Johnson – Customer Service Manager
- Wanda Smith – Municipal Coordinator

Proposal Form 5 – Equipment

(To adequately answer the questions, additional pages of narrative may be included within this tabbed section when necessary) Please provide this information for the Base Proposal and each Alternative Proposal

List the Vehicle information for each service category. Indicate the number of each model and make listed; if they are currently owned; if on site at the hauler's location; the license numbers and any company vehicle id #; and the date of delivery if not currently owned or on site. If necessary, include an additional page for the equipment of each subcontractor. The information provided on this form demonstrates the Contractor's qualifications and ability to perform the required services by having sufficient vehicle inventory. Demonstration of inventory can be established by current ownership of the vehicles with license # or vehicle id#; or, when vehicles are to be purchased, by attaching to the completed form documentation signed by the manufacturer or dealer demonstrating the Contractor's option to buy if awarded the contract and promised delivery date for the vehicles identified on the form.

Below is a list of all residential and commercial operations vehicles in CWD's fleet **today**. There are 116 residential trucks and 78 commercial trucks, all capable of providing service in Trophy Club should an unexpected breakdown occur.

See **Tab 9** for additional information on CWD equipment.

QTY	YEAR	MAKE	MODEL	BODY	TARE WEIGHT
RESIDENTIAL REAR LOAD – 600					
5	2025	Battle	LE2	McNeilus-28 Yd	42,400
1	2025	Battle	LE2	Heil-32 Yd	42,100
1	2024	Battle	LE2	McNeilus-28 Yd	42,400
1	2023	Pete (Diesel)	520	McNeilus-28 Yd	39,750
3	2021	Pete (Diesel)	520	McNeilus-28 Yd	39,750
2	2021	Autocar (CNG)	ACX	McNeilus-32 Yd	42,240
3	2020	Peterbilt (CNG)	348	McNeilus-28 Yd	39,500
4	2020	Autocar (CNG)	ACX	McNeilus-32 Yd	41,560
1	2020	Autocar (CNG)	ACX	McNeilus-25 Yd	38,920
2	2019	Peterbilt (CNG)	520	McNeilus-25 Yd	39,000
9	2019	Autocar (CNG)	ACX	McNeilus-25 Yd	39,660
12	2018	Autocar (CNG)	ACX	McNeilus-25 Yd	39,660
1	2017	Autocar (CNG)	ACX	McNeilus-25 Yd	39,660
5	2016	Autocar (CNG)	ACX	McNeilus-25 Yd	39,760
3	2016	Autocar (CNG)	ACX	McNeilus-28 Yd	41,240
2	2014	Peterbilt (CNG)	320	McNeilus-25 Yd	39,400
Total = 55					
AUTOMATED SIDE LOAD TRASH & RECYCLE – 700/900					
6	2024	Peterbilt (CNG)	520	McNeilus-31 Yd	39,560
4	2022	Autocar (CNG)	ACX	McNeilus-31 Yd	35,680
1	2021	Autocar (CNG)	ACX	McNeilus-31 Yd	35,680
9	2020	Autocar (CNG)	ACX	McNeilus-31 Yd	35,680
11	2019	Autocar (CNG)	ACX	McNeilus-31 Yd	35,680
5	2018	Autocar (CNG)	ACX	McNeilus-31 Yd	35,680
9	2017	Autocar (CNG)	ACX	McNeilus-31 Yd	35,680
3	2016	Autocar (CNG)	ACX	McNeilus-31 Yd	35,680
Total = 48					
RESIDENTIAL REAR LOAD – 500					
1	2024	Isuzu (unleaded)	Diamond Back	New Way - 8Yd	19,500
1	2014	Peterbilt (CNG)	320	McNeilus-20 Yd	27,180
Total = 2					

QTY	YEAR	MAKE	MODEL	BODY	TARE WEIGHT
FRONT LOAD – 300					
1 (Rent)	2025	Pete (Diesel)	520	McNeilus-37Yd	40,570
1 (Rent)	2024	Mack (Diesel)	Terrapro	McNeilus-37Yd	41,380
4	2024	Peterbilt (CNG)	520	Heil-28Yd	40,180
1	2023	Peterbilt (CNG)	520	Heil-28Yd	40,180
2	2022	Autocar (CNG)	ACX	McNeilus-37Yd	40,180
3	2022	Pete (Diesel)	520	McNeilus-40Yd	40,180
1	2021	Autocar (CNG)	ACX	McNeilus-37Yd	40,180
1	2020	Peterbilt (CNG)	520	McNeilus-40 Yd	42,640
6	2020	Autocar (CNG)	ACX	McNeilus-40Yd	42,640
4	2019	Autocar (CNG)	ACX	McNeilus-40Yd	42,640
1	2019	Pete (Diesel)	520	McNeilus-40Yd	40,180
3	2019	Peterbilt (CNG)	520	McNeilus-40 Yd	42,640
5	2018	Autocar (CNG)	ACX	McNeilus-40 Yd	43,700
5	2017	Autocar (CNG)	ACX	McNeilus-40 Yd	40,180
1	2016	Autocar (CNG)	ACX	McNeilus-40Yd	36,600
1	2015	Autocar (CNG)	ACX	McNeilus-40 Yd	30,700
Total = 40					
ROLL OFF – 400					
2	2024	Peterbilt (CNG)	567	G&H	30,880
4	2023	Autocar (CNG)	DC-64	Galfab	29,200
2	2022	Peterbilt (CNG) 12yd	348	G&H	14,280
1	2022	Peterbilt (CNG)	548	Galbreath	29,200
6	2020	Peterbilt (CNG)	348	G&H	29,000
3	2019	Kenworth (CNG)	440	G&H	28,700
6	2019	Peterbilt (CNG)	348	G&H	25,240
3	2018	Peterbilt (CNG)	348	G&H	28,700
2	2017	Peterbilt (CNG)	348	G&H	27,920
1	2016	Kenworth (CNG)	T440	Galbreath	27,920
1	2016	Peterbilt (CNG)	365 ISL-G	G&H	27,920
1	2015	Peterbilt (CNG)	365 ISL-G	Galbreath	27,920
1	2013	Peterbilt (CNG)	365 ISL-G	G&H	28,440
1	2012	Freightliner (D) 12yd	M2106	Amp-Roll	13,640
2	2012	Mack (Diesel)	GU-813	G&H	27,600
Total = 36					
CONTAINER – 100					
1	2022	Mack	MD742	G&H	14,180
1	2021	Kenworth	T270	G&H	14,180
1	2021	Peterbilt	348	G&H	14,180
1	2006	Peterbilt	348	KPAC	14,180
Total = 4					

Proposal Form 5 – Equipment (continued)

1. State Contractor's/Subcontractor's procedures and schedule for routine vehicle inspections. Describe arrangements and schedule for preventative maintenance. Specify any services subcontracted and to whom.

CWD performs the vast majority of the repair and maintenance of our fleet and operates our truck maintenance facility two (2) shifts per day, six (6) days a week. We take great pride in the assurance that all our vehicles receive regularly scheduled preventative maintenance by trained technicians. Our Fleet Manager has earned the Master Automotive Service Excellence certification in support of CWD's dedication to the safe operation of our vehicles.

In order to maintain both the condition and visual appeal of our vehicles, CWD has installed an on-site truck/container paint facility. In addition to a formal paint schedule all vehicles are washed on a regular basis so the communities we serve can be proud of the trucks that are conducting business in their city.



*CWD's on-site
truck/container paint facility*



*Truck in the paint facility
ready for its facelift*



*Repainted and ready to
get back on the streets!*

2. State arrangement and schedule for vehicle repair. List number and types of standby collection vehicles, if any, Contractor/Subcontractor could temporarily provide in the event of a major vehicle malfunction or repair.

The below preventative maintenance is performed per vehicle based on usage:

- Oil Change every 750 hours
- Anti-Freeze every 5,200 hours
- Hydraulic Oil every 2,600 hours
- Differential Fluid every 2,600 hours
- Inspection of brakes, tires, hoses and drive shafts every 150 hours

Proposal Form 5 – Equipment (continued)

3. List Contractor's/Subcontractor's procedures to be used to deal with equipment breakdowns. Describe pre-route breakdowns and while in route. Use additional pages or attachments if necessary.

Pre-Route Breakdowns

- At the end of each day, residential supervisors establish a truck line-up to account for any collection vehicles that may have gone down that day.
- Operating CWD's maintenance shop two (2) shifts a day to allow for round-the-clock service of our collection vehicles.
- Dispatch is on-site each morning before residential drivers leave the yard and report any equipment malfunctions directly to our shop, located only 10 feet away.
- Shop will either fix any malfunctions before the driver leaves the yard, or Dispatch will
- reassign the driver to a new spare collection vehicle. With the youngest fleet in the metroplex, we are more than equipped to have the route covered and our trucks up and running.

On-Route Breakdowns

- CWD operates **four on-route repair vehicles** that can quickly and efficiently reach a downed truck to begin repairs. If the vehicle needs to be towed back to the yard, the technician will coordinate the towing and Dispatch will route other residential vehicles or reassign the driver to complete the route.

Using CWD's preventative maintenance plan listed in #2 above, we are able to manage the wear and tear on our vehicles, extending their operational life, while reducing unexpected breakdowns.

Proposal Form 6 – Operational Plan

(To adequately answer the questions, additional pages of narrative may be included within this tabbed section when necessary)

1. The Town Solid Waste Ordinance requires residents to bag and secure all curbside trash for residential trash pick-up. Residents are allowed to use their own containers. Refuse collection is required to be two (2) times each with, with a two- or three-day interval between each collection. Describe the Contractor's proposed method of collection for these materials and the benefits of that approach. Automated and Semi-automated trash collection is acceptable if the Contractor can demonstrate the efficiency and cost effectiveness of the system in the Proposal. Include a detailed narrative, including pertinent projected route performance expectations, explaining how the Contractor intends to provide service for the normal collection of garbage. (Please provide this information for the Base Proposal and all Alternate Proposals)

Solid Waste **General Collection Guidelines**

- For all solid waste collection options, CWD will utilize 2024 model, Semi-Automated Rear Load Collection Vehicles, consisting of one driver and one helper on the truck. CWD does not utilize temporary labor to staff vehicles.
- All CWD vehicles utilized for this contract will be Compressed Natural Gas (CNG) and equipped with an additional tag-axle, making them DOT weight compliant.

Base Bid and Alternates B & D

- Solid Waste Collection will be provided twice per week collecting either customer owned containers/bags (not to exceed 10 containers or 20 bags of household trash) or CWD provided, brand new, 95-gallon solid waste carts – *depending on the option selected*.
- CWD is proposing to split the Town in half, servicing one half on Monday/Thursday and the second half on Tuesday Friday.
 - By splitting the Town, CWD can ensure assets are in the area nearly every day. This allows for exceptional response time to any service requests and/or paid pickups and also additional help when volumes increase with seasonality.
- Route Performance & Assets
 - Base Bid and Alternate D – CWD will utilize three (3) rear load vehicles with three (3) helpers. Each route will collect roughly 900 homes each service day. Estimated 9.3 hours per route.
 - Alternate B – CWD will utilize four (4) rear load vehicles with four (4) helpers. Each route will collect roughly 751 homes. Estimated 9.2 hours per route.

Alternate A & C

- CWD will provide weekly collection of either customer owned containers/bags (not to exceed 10 containers or 20 bags of household trash) or CWD provided, brand new, 95-gallon solid waste carts – depending on the option selected.
- CWD would work with the Town to determine the collection schedule. Initial thought is the Town could be split into halves, thus having assets back in the area to provide exceptional response times to any issues.
- Route Performance & Assets:
 - Alternate A – CWD will utilize four (4) rear load vehicles with four (4) helpers. Each route will collect 751 homes. Estimated 9.6 hours per route.
 - Alternate C – will mirror Alternate A, but with estimated 10.5 hours per route.

Proposal Form 6 – Operational Plan

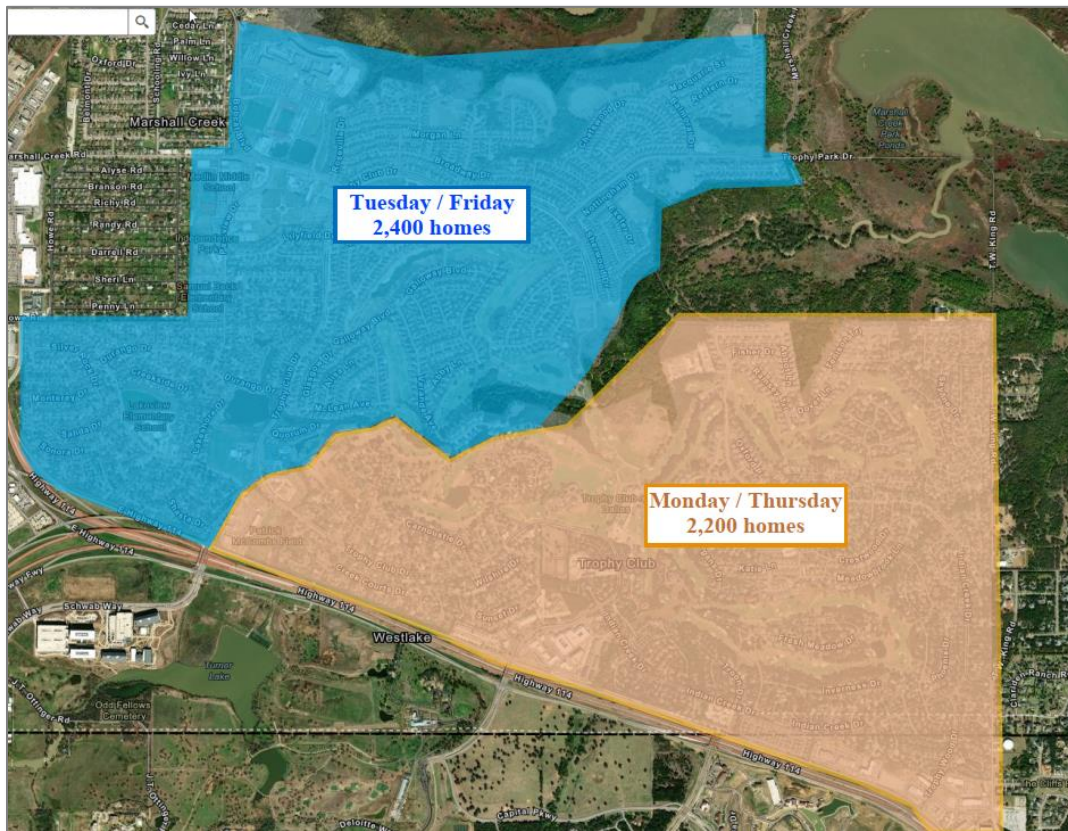


CWD will operate three (3), 2024 model, CNG and weight compliant vehicles each day to collect solid waste and bulk / brush (Base Bid)

All trucks will be equipped with: Live GPS | On-Demand Video Verification | Safety Monitoring Cameras | Spill Kits | Fire Suppression Equipment

Proposed collection schedule for Base Bid and Alternates B & D – subject to approval by the Town

- CWD will utilize NewEdge Services, a professional GIS / mapping company, to develop high quality maps to be used in the residential brochures and educational material



Proposal Form 6 – Operational Plan

2. The Town Solid Waste Ordinance requires residents to place recycling in 18-gallon containers issued by the Town's approved franchise vendor. Recycling collection is required to be one (1) time each week, on the designated day given by the Town's Contractor. Automated and Semi- automated recyclables collection is acceptable if the Contractor can demonstrate the efficiency and cost effectiveness of the system in the Proposal. The materials for collection include glass bottles; aluminum cans; bi-metal cans; plastic bottles; newsprint and magazines, corrugated cardboard and all mixed paper as well. Describe the Contractor's proposed method of collection for these materials and the benefits of that approach. Include a detailed narrative, including pertinent projected route performance expectations, explaining how the Contractor intends to provide service for the normal collection of recyclables.

Recycle General Collection Guidelines

- CWD will collect and process all materials listed in the RFP at CWD's Material Recovery Facility (MRF) located at 2010 California Crossing Rd, Dallas, 75220
 - Additional details on CWD's MRF can be found on **Tab 7**
- All material must be placed loosely in the cart/bin
- Due to the variety of options presented (both solid waste and recycling) CWD will work with the Town to develop a collection schedule that best utilizes the assets desired. CWD is proposing to split the city into sections (depending on the option selected), allowing for recycle collection to occur on multiple days of the week. This ensures optimal customer service and response times to address any missed pickups.
-

Base Bid and Alternates A & D

- Collection will utilize two (2), 2024 model CNG Semi-Automated Rear Load, GVW Compliant, collection vehicle over four (4) collection days.
 - By utilizing rear load vehicles, CWD can collect additional recyclables that were placed outside the bin AND reduce the scattering that sometimes occurs during automated service.
- CWD will provide each resident a brand new, 18-gallon **green** recycle bin (with a lid)

Alternates B & C

- Collection will utilize two (2), 2024 model CNG Fully-Automated Side Load, GVW Compliant, collection vehicle over four (4) collection days.
- CWD will provide each resident a brand new, 95-gallon **blue** recycle cart. Carts must be placed at least three (3) feet clear of any obstruction and lids fully closed.
- To further meet the needs of the community, CWD will also offer residents the ability to swap their 95-gallon recycle cart with a smaller, 65-gallon version at no additional charge.
 - CWD will coordinate with the Town to offer this program after the initial delivery is complete
- CWD will schedule 8.8 hours per recycle route

Proposal Form 6 – Operational Plan



CWD will utilize brand new Compressed Natural Gas (CNG) 2024 model vehicles for duration of this contract. Rear load vehicles will be used for recycle under the Base Bid and Alternates A & D



Each resident will be provided with a brand new 18-gallon recycle bin and lid for weekly service



Alternates B & C will offer residents 95-gallon recycle polycarts

After the initial delivery, CWD will allow residents concerned about the cart size to have their recycle cart swapped with a 65-gallon cart



Brand new 2024, Compressed Natural Gas (CNG) Fully-Automated Side Load vehicles will be utilized for recycling in Alternates B & C.

CWD trucks used for this service will have Zero Radius ® McNeilus bodies and will be right-hand drive

Proposal Form 6 – Operational Plan

3. The Town's Solid Waste Ordinance requires that brush either be placed in a refuse container or cut into lengths not to exceed four (4) feet and a weight not to exceed fifty (50) pounds per bundle. Describe the Contractor's proposed method of collection for these materials and the benefits of that approach. Include a detailed narrative, including pertinent projected route performance expectations, explaining how the Contractor intends to provide service for the normal collection of brush. (Disaster events will be covered in a separate section.)
4. The Town's Solid Waste Ordinance requires that bulky waste be collected by the Town's approved Contractor. Describe the Contractor's proposed method of collection for these materials and the benefits of that approach. Include a detailed narrative, including pertinent projected route performance expectations, explaining how the Contractor intends to provide service to the normal collection of bulk waste.

Bulky Waste AND Tied & Bundled Brush General Collection Guidelines

- CWD will utilize the same Semi-Automated Rear Load collection vehicles servicing the solid waste, for all bulky waste and bundled brush collection.
- No single bulky item can weigh in excess of one-hundred and fifty (150) pounds and does not include loose debris, construction material, hazardous waste
- Tied and bundled brush must not exceed four (4) feet by two (2) feet and weigh no more than 50 pounds.
- **Excess bulk or loose brush? No Problem!**
 - Residents with excess bulk and/or loose brush can contact CWD via the mobile app, phone, email or the website, to schedule a paid collection.
 - Once contacted, CWD will either coordinate a quote by sending a residential supervisor, or provide the quote over the phone if pictures are provided.
 - Once the quote is approved, CWD will bill the resident directly and schedule collection within 24-hours of payment depending on the size and scope of the collection.

Base Bid and Alternate B

- CWD will collect unlimited bulky waste and tied & bundled brush, once per week, on the resident's second collection day. It was unclear whether bulk/bundled brush was currently being collected twice per week, if that is the case CWD can work with the Town on an agreed schedule for pickup
- Bulky waste up to four (4) cubic yards will be collected at no charge, Bulky waste in excess of four (4) cubic yards will be tagged and CWD will coordinate with the resident and/or Town for a paid pickup

Alternate A & C

- CWD will collect unlimited bulky waste and tied & bundled brush, once per week, on the resident's solid waste collection day.
- Bulky waste up to four (4) cubic yards will be collected at no charge, Bulky waste in excess of four (4) cubic yards will be tagged and CWD will coordinate with the resident and/or Town for a paid pickup

Proposal Form 6 – Operational Plan

Alternate D (applies to loose brush only, bulky waste will mirror Base Bid)

- CWD will offer once per month, unbundled brush collection on an “on-call” basis in addition to their regularly scheduled weekly bulk and bundled brush collection.
- To schedule, residents will contact CWD and collection will occur on a predetermined date that corresponds with their trash pickup schedule
 - Ex: if trash is Monday/Thursday – loose brush collection will be scheduled for the 2nd Wednesday of the month, residents to call CWD to be placed on schedule.
- CWD will collect up to six (6) cubic yards per month at no additional charge. Loose brush in excess of six (6) cubic yards will be tagged and CWD will coordinate with the Town to schedule a paid collection for the additional material.
- CWD will utilize claw/boom trucks for this service, allowing for larger debris to be collected without being cut down. Loose brush requirements under this proposed option include:
 - Brush not exceeding fifteen (15) feet in length with no single limb/stump weighing more than three-hundred (300) pounds).
 - Bulky waste will not be collected as part of this program – this is subject to change after discussions with the Town.



(above) For all options, CWD will utilize the vehicles collecting the solid waste to pickup all bulky waste and tied & bundled brush.

(below) For Alternate D, CWD will utilize a claw/boom truck to service loose brush as requested by residents.



Proposal Form 6 – Operational Plan

Seasonal Leaf Recycling Program – included in CWD proposal pricing

Having serviced surrounding cities (Keller, Colleyville and Southlake) for over a decade, CWD has developed a superior program to manage the number of bagged leaves that are placed at the curb in this area of the metroplex.

What does this program entail?

- As currently being done in all three cities listed above, during the Leaf Recycling Program, CWD collects leaves and other organic material, placed in plastic bags in front of the resident's home on a scheduled leaf recycling pickup day
- That material is then brought to CWD's facility to be debagged, stored and delivered to Living Earth, a compost facility down the road. This keeps the material out of the landfill and offers the residents an environmentally friendly solution to their yard waste each year.
- Between November 2023 and January 2024, CWD collected over 1,665 tons of bagged leaves from Colleyville, Keller and Southlake. ALL material was debagged and taken to a compost facility to be recycled.

General Guidelines

- Each year, CWD will meet with the Town to determine at least six (6) weeks where CWD will offer leaf recycling.
- CWD will then sweep half of the city on Wednesday and the other half on Saturday, depending on the resident solid waste pickup day.
- On these collection days, CWD will collect unlimited amounts of bagged leaves placed at the curb by 7am on the collection day.
- All material will be brought to CWD's facility to be debagged and delivered to a compost facility.

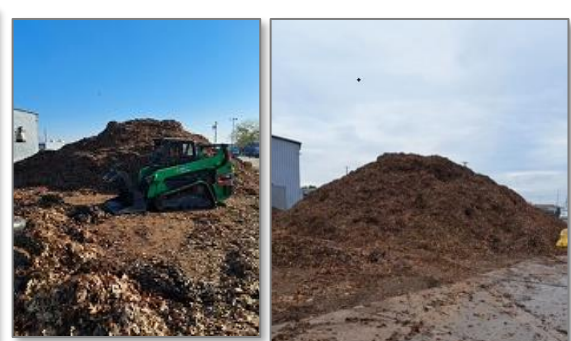
Best thing about this, there is no additional charge!



Step 1
CWD will collect unlimited bagged leaves on the residents scheduled leaf recycling day



Step 2
All material is delivered to CWD's facility at 2010 California Crossing



Step 3
CWD utilizes skid steers and other equipment to debag the material, place into transfer ready piles and deliver to the composting facility

Proposal Form 6 – Operational Plan

5. List Contractor's procedures and amount of time to promptly respond to and resolve problems that are communicated to the Contractor by the Town.

Below is a table outlining CWD's missed collection procedure

A. Scheduled Customers	By close of business on their scheduled service day
B. Scheduled Customers	Within one business day (24 hours) of their call
C. Missed Collection Recovery Schedule	1. Contact CWD <u>before</u> 12:00pm on scheduled service day: Receive same day service. 2. Contact CWD <u>after</u> 12:00pm on scheduled service day if route driver is still in the city : Receive same day service. 3. If driver is not in the city: Driver will return on next scheduled business day when like services are being performed. 4. Day after scheduled service day-Contact CWD <u>before</u> 12:00pm: Receive same day service. 5. Day after scheduled service day-Contact CWD <u>after</u> 12:00pm: Receive service next scheduled business day when like services are being performed.

6. Explain how Contractor will deal with issues such as missed pick-ups, blocked carts/containers, contamination or excess waste, etc.

CWD will respond to all Town Staff emails within **one hour**. Contact information for operational managers will be provided to Town Staff for any issues that arise outside of Customer Service operating hours.

Missed Pickup Reporting Process – Full Transparency

Keeping the Town informed of pending action items is vital to day-to-day operations. In order to provide the Town full transparency of any pending items, CWD has a daily reporting process that will provide the Town that information along with the address, status, type of grievance and resolution. This report can be sent up to three (3) times per day, allowing for nearly real time information regarding outstanding requests received by CWD, whether sent from the Town or submitted directly by the customer.

KELLER - RESIDENT Open and Outstanding Grievances

Create Date	Account No	Address	Type of Grievance	Status	Request By	Closed Date
10/14/2024	103357-8695	300 N PEARSON LN	RESI-BULK	CLOSED	LARRY 817-247-3862	10/14/2024
10/14/2024	103357-6015	421 DEER RUN	RESI-HHW	OPEN	ARRON	

Proposal Form 6 – Operational Plan

SERVICE VERIFICATION AND LIVE GPS TRACKING INCLUDED IN THIS CONTRACT



CWD will install 3rd Eye Safety, GPS and Service Verification hardware on each collection vehicle. In addition, CWD will **grant** the Town access to view live GPS breadcrumb trails of collection vehicles throughout the day. This will allow for instant access to CWD truck locations, allowing for the Town to quickly determine if a vehicle has been down a street yet and the status of the routes.

Safety Monitoring and Metrics

Each collection truck in the Town will have a safety camera facing the driver and the front of the vehicle. This device triggers a recording any time a G-force or shock event occurs. That recording is then reviewed by designated individuals and the event is provided a safety grade, which is based on the policies and procedures established by CWD. This allows CWD to monitor risky drivers and provide additional coaching or identify behaviors that could be dangerous to others, and take precautionary action.

Live GPS Tracking and Breadcrumb Trails – Town staff will have direct access/login for this feature

CWD will utilize GPS tracking through 3rd Eye's integrated truck system on collection vehicles used for this contract. GPS breadcrumb trails are made instantly available to CWD and Town Staff to see exactly where the trucks servicing the Town are and where they have already been that day.

Continuous Video Recording and Service Verification

In addition to the 3rd Eye Safety Monitoring and Live GPS capabilities, CWD trucks servicing the Town will be equipped with their Verif-Eye Service Confirmation System. Each collection truck is equipped with 4-6 cameras (depending on type) and the Verif-Eye system allows for those cameras to be continuously recording throughout the day. In the back office, CWD employees and managers have the ability to search by address and submit a request for a 1-5-minute video. There is no charge for the video request and the media link to the video is provided typically within minutes.

An example of how the process works is provided on the following page

Proposal Form 6 – Operational Plan

The example below is from a vehicle in Wylie, TX
The numbers listed correspond to the numbers on the pictures

1. GPS breadcrumb for up to 6 vehicles at one time are available and live within 30 seconds
2. GPS trails can be pulled for a particular period and time frame as far back as roughly 90-days
3. Specific addresses can be immediately located on a route (*in this case 530 Highland Ridge, Wylie*)
 - The Town will have direct access to items #1-3 above in the 3rd Eye interface
4. Video requests can be pulled by address for up to 5 minutes per video.
 - Note – there is no cost associated with a video request and video can be pulled as far back as roughly 10 service days with that particular vehicle. Once requested, videos are stored indefinitely in the portal
5. The CWD employee submitting the video can see what area of the route the video will cover
6. Once request is submitted, an email link to the video is provided to the user showing the location of the truck and a video feed of all cameras on the vehicle



Proposal Form 6 – Operational Plan

Unacceptable / Non-Compliant Set Out – Reporting Process

CWD has two forms of reporting unacceptable set outs. The reason two methods are proposed is due to the varying situations that can arise. In some instances, a physical tag is the most effective way of communicating an unacceptable set out to a resident; whereas, in other situations (ex: 20 cubic yard brush pile) will not make as much of an impact to place a sticker on the out of compliance material.

CWD's two proposed methods of reporting Unacceptable Set Outs are:

1. Physical Tag / Sticker
2. Daily Electronic Non-Compliant Report

Method #1 – Physical Tag / Sticker

Physical tags / stickers are used when a driver notices ongoing issues with a resident's setout location or method. This could be carts repeatedly being placed next to a mailbox, too close together or constantly overloaded. In these scenarios, the driver may be able to complete the service, but over time, damage or issues may arise. In this situation the driver will physically tag the cart or material, notate the address on his route board (to be added to the Electronic Report on the following page) and continue with his route. This ensures the resident, who may have not called in about a missed pickup before, to be notified of a non-compliant set out.

ATTENTION RESIDENT You have received a Bulk & Brush Out of Compliance notice for the reason(s) at right. Service was not provided due to items that are non-compliant. Visit www.CWD.to or call 972.392.9300 for service details and guidelines. Gracias por su cooperación. Visita www.CWD.to o llame 972.392.9300 para detalles y directrices.	☐ Exceeds Limits ☐ Unacceptable (Tires, Propane, Batteries, etc.) ☐ Too Heavy ☐ Construction Debris ☐ Must be Placed in Bags (50 lb. Limit) ☐ Too Close to Gas Meters/Wires ☐ Blocked by Vehicles  Community Waste Disposal.com
---	---

(above) example of bulk/brush physical tag

ATTENTION RESIDENT You have received a Cart Out of Compliance notice for the reason(s) at right. Thank you for your cooperation helping CWD keep your property safe from damages. Visit www.CWD.to or call 972.392.9300 for service details and guidelines. Gracias por su cooperación. Visita www.CWD.to o llame 972.392.9300 para detalles y directrices.	☐ Too Close to Fence ☐ Too Close to Mailbox ☐ Too Close to Gas Meter ☐ Too Close to Pole ☐ Too Close to Vehicles ☐ Overloaded Cart(s) ☐ Not Serviceable by Truck in Current Location  Community Waste Disposal.com
--	--

(above) example of a trash/recycle cart physical tag

Method #2 - Daily Electronic Non-Compliant Report

This method utilizes an “electronic tag” to compile information. This is primarily used when a cart is not placed out for service or has a contractor's car parked too close to the carts. The reason an electronic tag is used in this situation is the cart isn't out for service for a physical tag, or the vehicle parked there is likely to not be present by the time the carts are retrieved. The latter is often knowledge the driver has of his specific route and that location.

In this scenario, a driver will radio dispatch an address with a tag, take a picture and the address is placed on a Non-Compliant Report. Details of the report are provided below:

- This report consists of addresses that a driver has communicated to our dispatch team, that have an out of compliance set out. This could range from a cart that is full of bricks and too heavy to dump, to a bulk pile that has paint buckets inside.
- Once the address and reason are reported to Dispatch, they are placed on a daily report

Proposal Form 6 – Operational Plan

that is sent to the Town three separate times throughout the day. This ensures both the Town and CWD Customer Service have the most updated information to address questions from residents.

- This report can be distributed to any contact within the Town.
- While CWD Customer Service is here to handle 99% of service-related calls/questions, we are well aware that some residents will still choose to contact the Town directly. This report provides Town Staff with updated information needed to answer and address questions that come in.

Daily report below

SOUTHLAKE Residential NON-COMPLIANCE Report 2 Days			
Cust Acct# Tag Type	Cust Name Tag Notes	Cust Address	Tag Date
112744-5592 TAGGED	SOUTHLAKE - RESIDENTIAL trash not out for service at 9am when recycle came through to service but trash was out when the trash came through to service at 3pm. Driver serviced a bag that was placed out for service.	2000 MORGAN RD	10/30/2024
Pictures are available upon request.			

Weekly summary report below

SOUTHLAKE Residential NON-COMPLIANCE Report 2 Weekly (Prior Week)			
Cust Acct# Tag Type	Cust Name Tag Notes	Cust Address	Tag Date
112744-1249 TAGGED	SOUTHLAKE - RESIDENTIAL PER DRIVER 2ND RECYCLE CART OVERLOADED TOO CLOSE	400 CANYON PARK CT	10/4/2024
Pictures are available upon request.			
112744-384 TAGGED	SOUTHLAKE - RESIDENTIAL PER COMPLETED HHW LIST FOR 10-02-24 DRIVER REPORTED "NOTHING OUT FOR COLLECTION"	1320 BENT TRAIL CIR	10/3/2024
112744-4498 TAGGED	SOUTHLAKE - RESIDENTIAL PER DRIVER - left a table that has a free sign / if it's still out second cycle will trash	1382 LAKEVIEW DR	10/1/2024
Pictures are available upon request.			
112744-508 TAGGED	SOUTHLAKE - RESIDENTIAL PER COMPLETED HHW LIST FOR 10-02-24 DRIVER REPORTED "NOTHING OUT FOR COLLECTION"	311 BLANCO CIR	10/3/2024
112744-5696 TAGGED	SOUTHLAKE - RESIDENTIAL PER COMPLETED HHW LIST FOR 10-02-24 DRIVER REPORTED "NOTHING OUT FOR COLLECTION"	1002 NORMANDY DR	10/3/2024
112744-5878 TAGGED	SOUTHLAKE - RESIDENTIAL PER DRIVER - TRASH INSIDE OF RECYCLE BIN	807 OAKCREST CT	10/3/2024
112744-5955 TAGGED	SOUTHLAKE - RESIDENTIAL PER DRIVER CLOSE TO WOOD FENCE	700 ORLEANS DR	10/4/2024
112744-6479 TAGGED	SOUTHLAKE - RESIDENTIAL RECYCLE CARTS FULL OF BRUSH	2000 N PEYTONVILLE AVE	10/3/2024
Pictures are available upon request.			

Proposal Form 6 – Operational Plan

7. Describe Contractor's procedures to be used by the Town to schedule and assure reliable container delivery for new locations and special event collections.

CWD will deliver, replace and remove carts once per week in the Town. The designated day for these cart services will be communicated to Town prior to contract start. By 2:00pm on the day before the scheduled cart service, the Town will provide CWD a list of all addresses along with the cart service that needs to be performed. After the cart service is completed, CWD will send the Town a copy of the list which will include all actions taken and any details requested (address, type of service completed, etc.).

Town Special Events

One of CWD's core values is participating in the communities we partner with. CWD's partner cities have won numerous Local, State and National awards for innovative recycling efforts. Each year, CWD does roughly 100 "Green Events". A Green Event involves CWD providing recycle depots and event trash carts to be utilized throughout a function.

Whether it's a monetary donation, Green Event, or a Touch-A-Truck; CWD has proven that participating or sponsoring events in the community is the key to a long-lasting partnership. Since 2020, both **CWD and our partner cities have won over 66 awards, including 2 Governor's Community Achievement Awards, each for \$250,000** (City of Allen in '22 and Town of Little Elm in '24).

In 2023, CWD donated over \$230,000 in community related events and partnerships including: chamber memberships, event sponsorships, scholarships, community projects, etc.

Over 97% of that spending was at NO CHARGE to the Town and is NOT included in CWD's contract as a requirement. This is a testament to our commitment to partnering with the community, going above and beyond what a contract may require.

*Keller Pointe 20yr
Anniversary (6/8/24)*



*Colleyville Lions Club
Easter Hunt (3/30/24)*



*CWD Awarded 2023 Large Business
of the Year – Colleyville (top) and
Keller (bottom)*



Southlake Touch-A-Truck (9/17/24)



Proposal Form 6 – Operational Plan

8. Describe in detail the Contractor's safety and environmental management contingency plan, including time frame and procedures, to deal with the following issues and events; spillage, hydraulic line breaks, vehicle fires, etc. Include means and methods of notification to the Town, regulatory agencies, emergency response teams, etc.

See Tab 14 for additional details on CWD's Safety Policies for Items #6 and #7

Below is CWD's Standard Operating Procedure for Spills/Clean Ups. The physical documentation can be provided upon request. CWD can provide full program procedures at the Town's request.

Spill Control Procedures:

Upon discovery of a spill, the employee at the scene will take all measures available to stop/contain the spill/leak (i.e.: onboard spill kit or other absorbent materials available such as lose trash, dirt or sand). If the spilled/leaked material is a known flammable or combustible, protect the scene and isolate the area by using onboard safety triangles and/or using the truck (with emergency flashers on) to block off the contaminated area. Employee will then contact their Supervisor/Manager and Dispatch immediately. Employee will not leave the area until instructed to do so by a CWD Manager/Supervisor/Foreman, relieved by a CWD cleanup crew, or outside clean up vendor.

The CWD Supervisor/Manager or Dispatcher will immediately gather information for evaluation of the spill/leak and identify:

- 1. Exact location of incident with driver and truck information.*
- 2. The notified Manager/Supervisor/Foreman/Dispatcher will initiate the "Breakdown Alert" procedure.*
- 3. The amount and type of material involved.*
- 4. Hazards or exposure to the environment or people.*
- 5. Other safety risks involved. (Traffic conditions, time of day, etc.)*
- 6. Notify employee's manager if not already done.*
- 7. Notify Shop Manager if immediate cleanup is needed or required.*

Manager Responsibilities:

The Shop Manager will maintain a list of approved outside vendors for clean-up activities. The Shop Manager, or his designee, will be responsible for the "Call Out" to an outside vendor or the dispatch of a CWD cleanup crew. The Shop Manager will ensure that the selected vendor or CWD Cleanup crew, properly clean-up the affected area and properly dispose of the collected material. The Shop Manager must approve the quality of the cleanup from an outside vendor and receive the disposal documentation paperwork before payment is made. Disposal documentation will be placed in the accident report folder in the Safety Office.

The System Manager of the vehicle involved will be responsible for the initial collection and reporting of spill incident to the Safety Department.

The Safety Manager will review spill incidents/complaints/reports to ensure compliance with his Policy and act as a liaison with outside agencies if needed or required. All spill complaints/cleanups will be reviewed during the next scheduled monthly Accident Review Committee meeting. Should the spill contaminate any other property (i.e. – other vehicles or persons) the Safety Department will be responsible for coordinating the proper claims.

Proposal Form 6 – Operational Plan

9. Describe in detail the Contractor's procedures for dealing with motor vehicle accidents and events. Include means and methods of notification to the Town, law enforcement and regulatory agencies, emergency response teams, etc.

In addition to our standard operating procedure below, CWD has also developed automated reports that can notify the Town daily of any property/vehicle damage claims that have been filed, along with their status, address and brief detail.

Below is a portion of our Employee Handbook that summarizes our accident procedures and is a standard policy for all employees. CWD can provide full program procedures at the Town's request

WHAT TO DO IN CASE OF AN ACCIDENT

The term "accident" includes allegation of any and all incidents of damage or injury, or events in which claims of damage or injury may be claimed at a later date.

1. Stop at once to investigate.
2. Call dispatch immediately.
3. Advise your exact location and nature of accident.
4. Move the vehicles to a safe location if possible.
5. Use warning devices to protect the scene. (Emergency triangles)
6. Regardless if you are at fault in an accident, instruct dispatch to call the Police. (Even if the police do not make a report, the fact that they observed the accident scene may prevent bogus claims).
7. Note number of occupants in each vehicle.
8. **Complete CWD accident report at the scene of the accident.**
9. **Do not admit fault or apologize for the accident.** Even if the accident is not your fault, your apologies may be interpreted as a sign of fault.
10. Record names, addresses, and phone number of witnesses.
11. Hand deliver CWD accident report to the Safety Manager or his representative. This must be done the same day as accident.
12. If you are involved in any vehicle-on-vehicle accident, you must submit a drug test per CWD Policy. You are prohibited from ingesting any alcohol until you have taken this test. If you do not make yourself readily available for testing, such action may be deemed a refusal to submit required testing and can result in disciplinary action up to and including termination.

Injury Accidents- Must Call Police

- 1) Complete all steps above.
- 2) Assist injured persons, but do not move unless absolutely necessary.
- 3) Cooperate fully with the police. Give police your version of the accident events. Do not discuss the accident with anyone other than the police or a company representative. (Get Police report number from Police Officer)
- 4) DOT requirement for CDL drivers- If there is a fatality or if you have received a citation for a moving violation arising from the accident, you must submit to an alcohol test within eight (8) hours and take a drug test within 24 hours after the accident. You are

Proposal Form 6 – Operational Plan

prohibited from ingesting any alcohol until you have taken this test. If you do not make yourself readily available for testing, such action may be deemed a refusal to submit to post-accident testing. Note: Federal, State, or local officials may request you to submit to testing under U.S. Department of Transportation requirements for post-accident testing.

- 5) CWD policy requires drug and/or alcohol testing for any employee involved in a motor vehicle accident that results in death, damage, or injury to any person(s). You are prohibited from ingesting any alcohol until you have taken this test. If you do not make yourself readily available for testing, such action may be deemed a refusal to submit required testing and can result in disciplinary action up to and including termination.*

Property only Accidents:

- 1) Call dispatch immediately.*
- 2) Advise your exact location and nature of accident.*
- 3) If possible, notify owner of damaged property.*
- 4) Complete CWD accident report and hand deliver to Safety Manager or his representative. This must be done the same day of the accident.*
- 5) If damage to any property or combined property damage is estimated greater than \$1,000.00, employee must submit to drug and or alcohol test. You are prohibited from ingesting any alcohol until you have taken this test. If you do not make yourself readily available for testing, such action may be deemed a refusal to submit required testing and can result in disciplinary action up to and including termination.*

Filing of an accident report is not an admission of guilt. Your version of what happened, or allegedly happened, may help prove your innocence and help relieve the company from paying improper claims.

Any employee who does not report an accident or injury as soon as he can if justifiably may result in disciplinary action up to and including termination.

CWD employees are not authorized to talk to insurance adjusters, attorneys, claimants, other drivers or passengers, witnesses, etc. without written approval from the Safety Manager. When employee receives written request or approval from the Safety Manager, they must contact that person or manager immediately.

Failure to follow these procedures may result in disciplinary action up to and including termination.

Proposal Form 6 – Operational Plan

10. Provide a detailed environmental regulatory compliance history for the past five years. If the company is a corporation, provide data for the operation which will directly provide services. The compliance history of other related companies, divisions, etc. operating within the State of Texas must be made available upon request of the Town. Include all Notices of Violations and resolutions; Consent Orders and Agreements; Civil and Criminal Actions and Penalties.

CWD's Texas Commission on Environmental Quality Registration Number MSW is **40196**.

CWD does not have any current pending administrative orders or violations of federal, state or local laws, rule and codes.

Community Waste Disposal's goal is to service municipalities and commercial accounts with the highest quality refuse and recycling collection, transportation, processing, disposal, and other related environmental services. CWD will carry out this goal in a safe and efficient manner with respect to all federal, state, and local guidelines governing these practices.

Located in Tab 9 – Disposal Sites and CWD Permit, is a letter from the Texas Commission on Environmental Quality stating that CWD is properly registered with the State of Texas. CWD has renewed TCEQ certification since first awarded.

11. Give an explanation of your company policy addressing Customer Service standards. Be certain this information includes company contact names and phone numbers and the hours they will be available on a daily basis. PLEASE INCLUDE THREE (3) MUNICIPAL CUSTOMERS WITH CONTACT NAME AND PHONE NUMBER AS REFERENCES

CWD will respond to all Town Staff emails within **one hour**. Contact information for operational managers will be provided to Town Staff for any issues that arise outside of Customer Service operating hours.

A designated CWD Residential Supervisor (Brian Kreft) will be available for **direct** contact with the Town on each collection day. The direct communication with the supervisor will provide immediate confirmation of a resolution. Additionally, CWD will provide the Town with the contact information of the Customer Service Manager, Tommy Johnson, who will be the liaison between customer service and any **direct** Town requests.

CWD Customer Service Community - (See Tab 10 for additional details)

Our Customer Service Community is located at our main office at 2010 California Crossing, Dallas, TX 75220. Hours of operations are Monday through Friday, 8:00 AM - 5:00 PM and from 8:00 AM - 2:00 PM on Saturday. Our after-hours voicemail is available 24/7 for all other calls.

Since November 2023 and October 2024, CWD's Customer Service Community

Answered over **159,700 calls**

54% of calls are **answered within 15 seconds**

Supervisor to Customer Service Representative Ratio = 1:5

Proposal Form 6 – Operational Plan

CWD does **NOT** utilize an off-site customer service call center that handles multiple states. All CWD operations, employees and staff are located at our single location in Dallas.

There are thirty-six (36) men and women in CWD's Customer Service Community. When a resident calls CWD, a customer service associate will quickly assess the situation and alert the appropriate dispatcher or operations manager to expedite a solution. This approach is achievable because CWD's Customer Service Community is all housed at the same location as the drivers, with customer service being next door to dispatch, operations management and driver check-in area. This means ultra-fast information turnaround for all of your needs and **NOT** a regional call center handling services across multiple states.

Key Customer Service Contacts

Below is a list of key contacts that will be dedicated to the Town. All individuals listed in Proposal Form 4 will be reachable nearly 24/7. Prior to service start, CWD will meet with Town staff and discuss standard operating procedures and response times.

A full list of CWD existing municipal partners and their reference information can be found in **Tab 6**

Municipality/Contact	Phone	Email
City of Keller <i>Aaron Rector</i> City Manager	817.743.4007	arector@cityofkeller.com
City of Colleyville <i>Adrienne Lothery</i> Assistant City Manager	817.503.1112	alothery@colleyville.com
City of Southlake <i>Lauren LaNeave</i> Deputy Director of Public Works - Administration	817.748.8400	llaneave@ci.southlake.tx.us
City of Corinth <i>Scott Campbell</i> City Manager	(940) 498-3240	Scott.Campbell@cityofcorinth.com
City of Azle <i>Susie Hiles</i> Assistant to the City Manager	817.444.7009	shiles@cityofazle.org

Proposal Form 7 – Disaster Debris Management Plan

(To adequately answer the questions, additional pages of narrative may be included within this tabbed section when necessary)

1. Disasters resulting in significant volumes of debris may occur in the Town of Trophy Club. Timely removal of this material is crucial and expected of the Contractor. Describe in detail how the Contractor will respond to a Disaster. Include timelines to deploy labor and equipment; staging areas; utilization of subcontractor services; anticipated volumes that could be collected per day; etc.

A recent example of CWD's ability to respond to an unexpected weather event came after the May 2025 wind storm, CWD quickly deployed SDM crews to impacted cities within 24 hours. Over the course of a month, CWD collected over **61,000 cubic yards of storm debris in under 3,500-man hours**. During the entire cleanup, CWD was in daily contact with the impacted cities, providing crucial updates, relevant weight data and maps of completed areas. This allowed those municipalities to apply and receive government relief for the storm cleanup efforts.

CWD Storm Debris Management Program:

At the Town's request, CWD will dispatch crews to provide swift Storm Debris Management (SDM). Depending on the damage or size of the storm, CWD will deploy one or both of the following SDM Teams within 24 hours.

Team 1: Rear Load and Boom Trucks:

This team will consist of 2 trucks and 3 CWD employees. Rear load crews are excellent for bulky waste items or narrow residential streets, whereas Boom Trucks excel at quickly collecting fallen trees and brush piles with a lift arm. Under CWD's supervision, up to 44 trucks and crews can be dispatched on Saturdays and Sundays. The Charge is **\$260.00** per truck hour plus disposal.

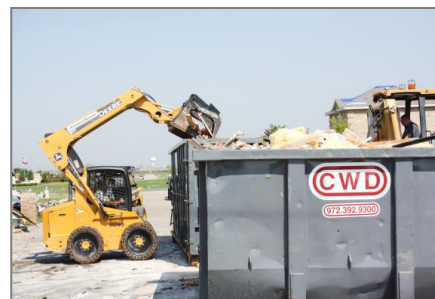
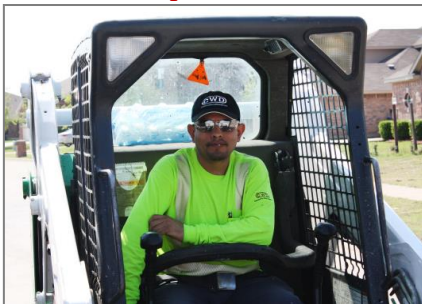


*On short notice,
CWD will
deploy SDM
crews*



Team 2: Open Tops and Bobcats:

Again, CWD employees will provide and operate bobcats to load CWD open tops. This system is excellent for demolition of large structures. In the 2012 tornado event in Forney, TX, CWD members of Team 2 cleared over **1,520 yards of debris in just 133 hours**. The charge is **\$125.00** per bobcat hour plus standard roll off open top haul rate.



Proposal Form 8 – Commercial Plan

(To adequately answer the questions, additional pages of narrative may be included within this tabbed section when necessary)

1. Contractor shall collect and remove solid waste from the premises of commercial customers at such frequency as shall be reasonably requested by the owner or agent. Collection service shall be once a week or more to maintain premises free of accumulation of waste. Collection of solid waste at commercial locations will be done by containers (dumpsters). The Town shall be the sole determinant of acceptable dumpster pads, locations, and screening. 96-gallon carts may be used under special circumstances at the sole discretion of the Town. Containers shall be located on a concrete pad to accommodate equipment. Describe in detail the Contractor's procedures for dealing with commercial and industrial customers at different levels of service.

Additional details on CWD's educational material can be found in **Section 18 – Promotional Material**

Commercial Services

- CWD will utilize one (1), CNG 2024 Commercial Front Load vehicle to service the Town's commercial customers on a frequency that is determined by the customer, up to six (6) days per week.
- In addition to a dedicated route truck, CWD has five (5) commercial routes running every day of the week, within 10 miles of the Town Hall.
 - This allows CWD to utilize the support of other vehicles in the area to provide best in class service, should a situation arise (route breakdown, etc.)

Overall Transition Process

CWD completes all residential cart and commercial dumpster deliveries in-house. None of the transition process is outsourced to other companies, which gives the Town assurance that the work will be completed responsibly and with accountability.

CWD has successfully transitioned sixteen (16) municipalities over the last seven (7) years.

Staging Area:

CWD will work with the Town to identify a location that residential bins/carts and commercial containers will be staged while the transition occurs. The commercial transition use of this area will involve delivering CWD front end load (FEL) containers and roll off dumpsters to the staging area, and utilizing the lot to swap CWD FEL containers with the current contractors.

On the following pages – CWD will detail the transition process for both Residential and Commercial services

Proposal Form 8 – Commercial Plan

Residential Transition

CWD handles the entire cart transition process in-house. In recent transitions with the City of Southlake (October 2023) and the Town of Pantego (September 2023), CWD has delivered each polycart one to two (1-2) weeks before the new service begins. The residents will receive their new carts on their new service day (if their existing service day is changing). CWD will work closely with current vendor to ensure a smooth transition for the residents.

Attached to the carts at the time of CWD's delivery will be the approved residential brochure and any specific transition information (when service starts, new service day, who to call for additional carts, etc.). Examples of brochures can be provided upon request and are completely customized by CWD's in-house Graphic Designer, to meet the City's needs.

Throughout this delivery process, CWD will be in constant contact with the City on the progress of the cart deliveries.

After the initial delivery, CWD will have a vehicle in the City each day for at least three (3) weeks to deliver any extra carts, missing carts and to handle any other cart related requests.



(above & right) CWD staffs and maintains the staging area at all times during the transition



(above) the entire transition process is handled in-house by CWD



(above) attached to the cart will be the approved residential brochure

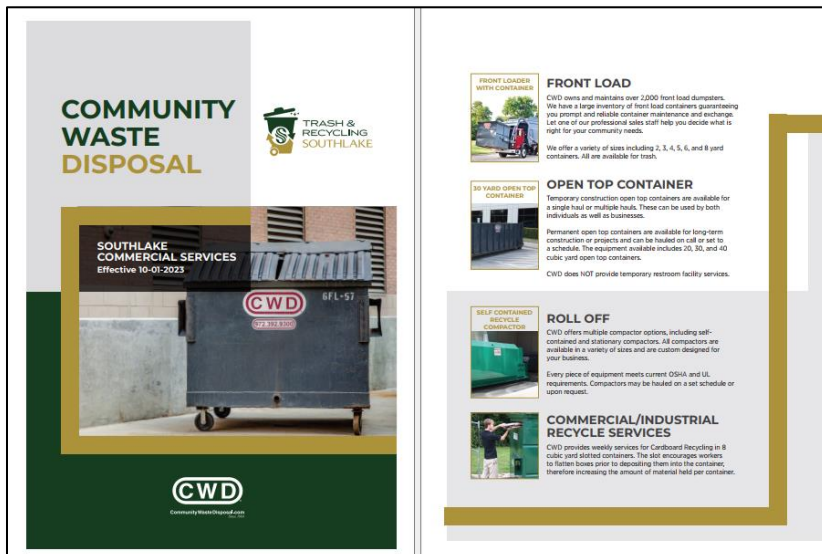
Proposal Form 8 – Commercial Plan

Commercial Transition:

A CWD Municipal Coordinator will visit each commercial and industrial business to inform them of the upcoming transition and to perform a site audit. In addition to a brand-new dumpster, the customer will receive a brochure during this visit that will provide them all the details about the new service and transition. An example of this brochure can be found on the following pages.

In order to reduce the stress of the transition on the commercial FEL customers, CWD has worked in the past to remove the customer's old container and deliver the new CWD one at the same time. This eliminates any situation where the customer is left without a container or has an extra one blocking the parking lot.

(below) commercial brochure, developed by CWD in-house, for the City of Southlake transition in October 2023



(above) CWD will swap out existing containers with brand new ones, eliminating any site disruption

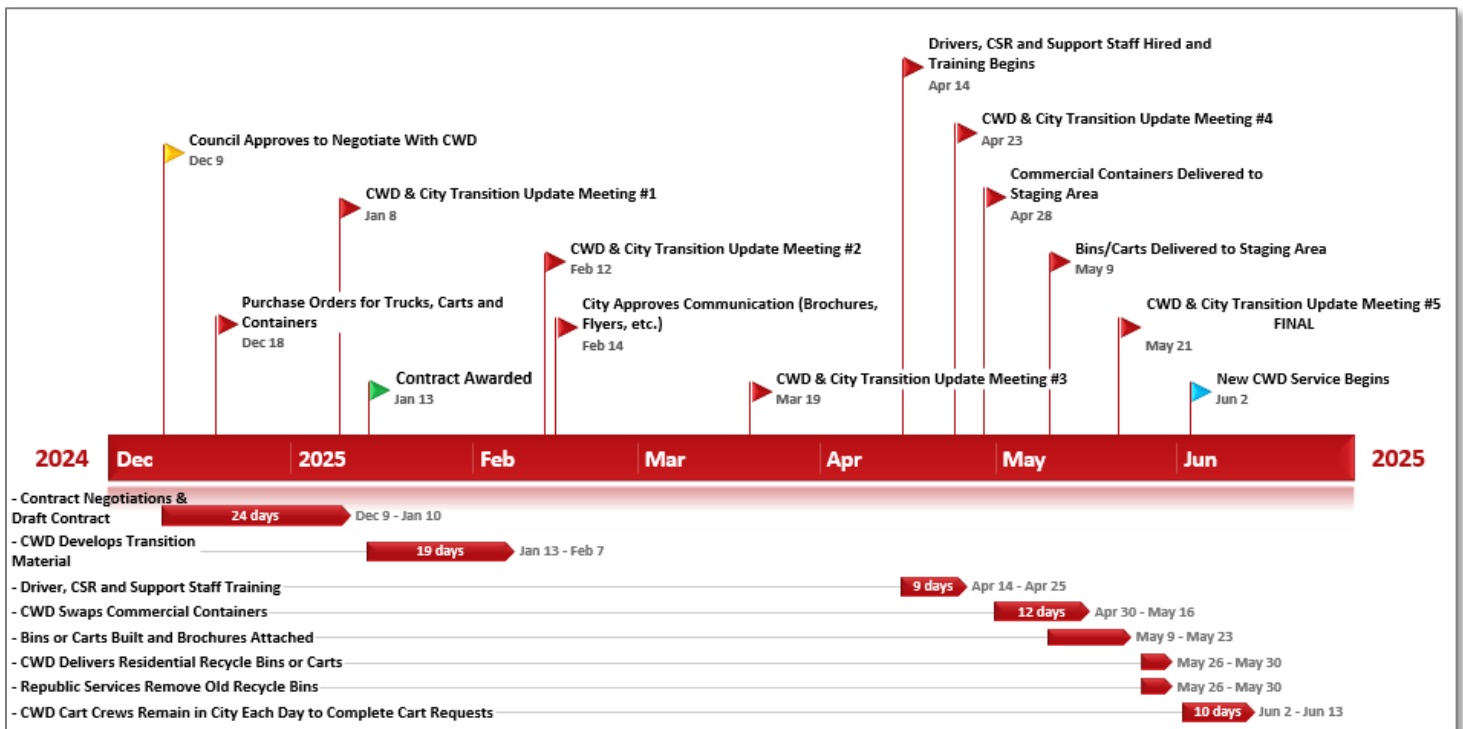
(below) by completing the whole transition in-house, as opposed to outsourcing, CWD controls the quality of service being provided



Tentative Transition Timeline

A successful transition begins with good communication. Each municipality has different needs, therefore no two plans are exactly alike. CWD management understands this and will customize a plan just for you.

Below is a tentative transition plan for the Town of Trophy Club.



Proposal Form 9– Rates and Services

Name of Firm **Community Waste Disposal, L.P.**

Rates for Residential Waste, Recycling and Bulk/Brush Collection Service

The proposal amount is for a **Base Proposal** only with Alternates. It is the intent of the proposal to determine the lowest possible cost without regard to franchise fees and/or billing fees. All franchise fees should be included in the base proposal provided by Contractor. The Town has a contract with Republic Services for landfill disposal which establishes a set fee structure. Once a Contractor is selected, disposal costs will also be calculated into the base proposal. One rate will be then established for the Customer which includes the accepted Proposal, Franchise Fee and/or Billing Fee, and Disposal Costs. The undersigned having carefully read and considered the terms and conditions of the Contract Documents for Solid Waste Collection and Disposal and Residential Recyclable Materials Collection & Processing for the Town of Trophy Club, does hereby offer to perform such services on behalf of the Town, of the type and quality and in the manner described, and subject to and in accordance with the terms and conditions set forth in the Contract Documents at the rates hereinafter set forth:

All services proposed coincide with the service guidelines outlined in Subtab 11 - Proposal Form 6 – Operational Plan. Please take notice of the “Notes” at the bottom of the summary.

Note (1)

Rate Per Home Per Month

RFP Trash Option	Solid Waste / Bulk / Bundled Brush	2xWeek
Base & Alternate A	Customer Bags / Bins	\$ 20.72 <i>Note (2)</i>

RFP Recycle Option	Recycle	1xWeek
Base	CWD 18g Bins	\$ 4.09
Optional Upgrade	CWD 95g Carts	\$ 7.50

Type	1xYear	1xMonth
Door-Side HHW & Used Electronics	N/A	\$ 0.90

Total Base Rate \$ 25.71

<i>Note (1)</i>	All rates provided INCLUDE 12% franchise fee (base rate x 1.12) and disposal but EXCLUDES any other City Administrative Fees and Taxes
<i>Note (3)</i>	Solid waste rates INCLUDE 1xWeek bulky waste and tied & bundled brush collection. Bulky waste will be collected in unlimited quantities, with the first 4-cubic yards at no charge. Quantities above 4-cubic yards will be billed to the resident at \$15.00 cubic yard

ALTERNATE PROPOSAL (E) (Disposal)

Residential and Commercial Solid Waste Disposal (Landfill) Service:

Solid Waste Disposal

Per Ton Rate

\$ No Bid

The Town reserves the right to mix and match service delivery options from the Base and/or Alternative Proposals, with the agreement of the Contractor, to arrive at a solution that is cost effective and that best meets the needs of the Town, the residents and business.

SIGNATURES

THIS REQUEST FOR PROPOSAL IS SUBMITTED TO THE TOWN OF TROPHY CLUB FOR SOLID WASTE COLLECTION AND DISPOSAL, AND RECYCLABLE MATERIALS COLLECTION & PROCESSING BY:

FIRM NAME: Community Waste Disposal, L.P.

ADDRESS: 2010 California Crossing Rd. Dallas, TX 75220

PHONE: 972.392.9300

AUTHORIZED SIGNATURE: 

TITLE President

DATE November 13, 2024

LEGAL STATUS OF CORPORATION **X - Limited Partnership**

INDIVIDUAL: _____ PARTNERSHIP: _____

CORPORATION _____ JOINT VENTURE: _____

INITIAL THE BLANK BELOW THAT APPLIES TO THE BASE PROPOSAL LISTED IN THIS REQUEST FOR PROPOSAL FOR SOLID WASTE:

X

THE PRICES PROVIDED IN SECTION III OF THIS RFP BY THIS CONTRACTOR IS CONTINGENT UPON THE AWARD OF BOTH RESIDENTIAL AND COMMERCIAL ACCOUNTS AS ONE CONTRACT.

THE PRICES PROVIDED IN SECTION III OF THIS RFP BY THIS CONTRACTOR IS **NOT** CONTINGENT UPON THE AWARD OF BOTH RESIDENTIAL AND COMMERCIAL ACCOUNTS AS ONE CONTRACT.



Note 1 – Residential and commercial rates INCLUDE 12% franchise fees (CWD rate x 1.12) and disposal but EXCLUDE Taxes or Administrative Fees.

COMMERCIAL RATE SCHEDULE

Note 2 – Haul rates below include four (4) tons of disposal. Disposal over four (4) tons will be charged at \$64.19 per ton. Loads that exceed the D.O.T. maximum weight limit of 54,000 pounds Gross Vehicle Weight (GVW), will be billed an additional \$110.33 per ton for all tons in excess of 54,000 pounds GVW

Rates for Commercial Waste Service

Automated Collection Cost:

Once Per Week \$ 35.24
Two Carts \$ 52.85

Manual Collection Cost:

Once Per Week \$ 35.24
Two Carts \$ 52.85

Front Load Containers Rates:

Size/Pick-up	<u>1xWeek</u>	<u>2x Week</u>	<u>3 x Week</u>	<u>4xWeek</u>	<u>5xWeek</u>	<u>Extra</u>
1 Cu Yds.	Not applicable					
2 Cu Yds.	95.17	185.22	277.79	370.38	462.99	89.69
3 Cu Yds.	110.52	215.92	323.86	431.78	539.71	95.14
4 Cu Yds.	125.91	246.60	369.91	493.21	616.52	103.34
5 Cu Yds.	Not applicable					
6 Cu Yds.	156.59	308.81	462.00	616.01	769.98	124.99
7 Cu Yds.	Not applicable					
8 Cu Yds.	187.28	369.43	554.12	738.81	932.54	149.47

ROLL OFF CONTAINERS: (Excluding Disposal Costs) Note 2

20 Cubic Yard Per Haul \$ 532.11
30 Cubic Yard Per Haul \$ 606.81
40 Cubic Yard Per Haul \$ 773.06
Delivery and Exchange \$ 115.51
Daily Container Rental \$ 8.90

COMPACTORS: (Excluding Disposal Costs) Note 2

6 Cubic Yard Compactor Haul Charge \$ negotiable
8 Cubic Yard Compactor Haul Charge \$ negotiable
30 Cubic Yard Compactor Haul Charge \$ 621.74
35 Cubic Yard Compactor Haul Charge \$ 621.74
42 Cubic Yard Compactor Haul Charge \$ 621.74

DISASTER DEBRIS COLLECTION SERVICE

Rates for Disaster Debris Collection Service

(Represents costs of services described on Proposal Form 7.)

STORM/DISASTER DEBRIS	COST PER HOUR	HOURS PER EVENT	EVENTS PER YEAR	TOTAL COST PER YEAR
Year 1	\$260 per hour + \$64.19 per ton	500	2	
Year 2	Increased per contract adj.	500	2	
Year 3	Increased per contract adj.	500	2	
Year 4	Increased per contract adj.	500	2	
Year 5	Increased per contract adj.	500	2	
TOTAL COST YEARS 1-5				

See Form 7 – Disaster Management Plan for additional details

EXHIBITS

EXHIBIT A

Town Services and Special Events

ESTIMATE OF SERVICES TO BE PROVIDED TO THE TOWN AT NO CHARGE

DUMPSTERS - Number of pickups may vary seasonally.

FACILITY NAME	LOCATION	SIZE	QTY	PICKUP
Town Special Events		30yd	11	Per year
City Facilities	Split between Trophy Club Park and Maintenance Barn	30yd	43	Per year
Town Hall	1 Trophy Wood Dr	3yd trash	1	2xWeek
Trophy Club Park	2885 Trophy Club Park Dr	3yd trash	4	2xWeek
Independence Park East	501 Parkview Dr	3yd trash	1	2xWeek
Community Pool	500 Parkview Dr	3yd trash	1	2xWeek

PORT-A-LETS

EVENT NAME	NUMBER
TOTAL	

Delivery one (1) working day prior to event and pick-up on first working day after event.
 These are annual events. Dates for annual events will be provided in future years as determined.
 Port-a-lets will need to be provided in future years as needed.

20-YARD ROLL-OFF CONTAINER (Temporary-approximately 1 week)

Special Events as Needed. Contractor may need to service dumpsters prior to removal



Below is CWD's Cover Letter - serving as a Statement of Compliance

November 13, 2024

Town of Trophy Club
Attn: April Duvall
Director of Finance
1 Trophy Wood Drive
Trophy Club, TX 76262

RE: RFP #TMO2024-02 Solid Waste Management Service

Dear April,

Community Waste Disposal (CWD) is pleased to have the opportunity to provide the attached proposal for the Town of Trophy Club Residential and Commercial Solid Waste and Recycling Collection Services.

CWD agrees to be bound by the proposal submitted and to provide the services specified. We further agree that the proposal is a firm and irrevocable offer for ninety (90) days. All content and pricing listed in this proposal are based on information provided to CWD exclusively through this request for a proposal process. CWD will use the basis of the proposal submitted to negotiate a mutually agreed contract for an initial term of five (5) years and a mutually agreed optional extension.

Community Waste Disposal is the largest independently owned solid waste and recycling company in North Texas. Solid waste, as well as recycling collection, is our business. From the onset in 1984, CWD has prided itself in being the most innovative company when it comes to designing programs that best fit our customers' needs. We employ more than 500 dedicated men and women, many of whom have been with CWD for five or more years. We operate 190+ collection vehicles (97% are Compressed Natural Gas) that are maintained by our on-site truck shop and CNG fueling stations.

CWD is 100% privately owned and operated. We do not operate under the best interest of private equity firms, corporate shareholders or answer to a board of directors, only our customers. With CWD, you will not be the recipient of some corporate initiative or restructuring, but rather a personalized approach and service that is catered to the needs of the customers in your Town.

CWD strives for excellence in doing what we do best, and our focus on our service area provides great benefits for our customers. Due to our longevity, it should be obvious that we are not interested in building a solid waste and recycling company in a hurry in order to sell it and depart from the industry. We are still in business because we offer what the other solid waste haulers cannot: Personalized programs where value is placed on building lasting partnerships with our customers.

2010 California Crossing Road
Dallas, Texas 75220-2310
Telephone
972.392.9300
Facsimile
972.392.9301

We attribute CWD's ability to control the quality of service and cost of doing business due to several strategic decisions we have made:

1. One Central Location

- By operating out of a single location at 2010 California Crossing Road in Dallas, CWD has complete visibility over the entire operation. Managing multiple sites creates barriers to truly gauge the quality of service across the Metroplex. CWD owns 25+ acres at our location and house every aspect of the operation.

2. No Call Center

- CWD's Customer Service Department is housed directly below the owners of the company and this gives us transparency and control over the quality of service. The Town can rest assured that no calls will be answered in a different state that services 100+ cities.

3. Leveraging Technology

- CWD utilizes Third Eye Service and Safety Verification on all new vehicles to monitor drivers while they are on route. This state-of-the-art technology gives CWD operations complete visibility over every aspect of the driver's day, from video service verification to safety monitoring.

4. Privately Owned and Operated – No Shareholders, No Private Equity

- CWD is the largest independently owned waste company in North Texas and the only area company to achieve this all through organic growth. CWD has never purchased another company or changed the company name in the 40 years of operating. According to the July 31, 2024 article by *Waste360* magazine (found here), CWD is the 23rd largest waste hauler in the United States based on 2023 revenue. Large enough to make an impact, but small enough for you to reach a decision maker.

5. No Subcontractors | No Temporary Staffing Agencies

- CWD does not utilize any subcontractors for routine collections, giving us greater control over the quality of the work being completed.

6. Investing in Our Employees

- Since CWD was established in 1984, Greg Roemer has operated CWD with the day-to-day employees in mind. We are able to eliminate the need for subcontractors and temporary staffing agencies by investing in our employees through several programs that include:
 - i. Quarterly Profit Sharing – employees earn up to 8% of prior twelve months earnings. Program has paid out over \$15,000,000 since its inception.
 - ii. Hiring, Referral and Safety Bonuses – CWD employees have several avenues to obtain different bonuses such as: clean DOT safety inspections (\$1,000), referral / hiring bonuses (up to \$5,000), and attending weekly safety meetings.
 - iii. Competitive Incentive Based Pay
 - iv. Major Medical Coverage, 401k Matching and other Industry Leading Programs

We appreciate the Town of Trophy Club's decision to include CWD in proposals for solid waste and recycling services. CWD is uniquely positioned in the North Texas markets to provide precisely the service that the Town currently has and is looking to continue. We are confident the competitive proposal that has been submitted by CWD will show the Town our interest in this partnership.

Sincerely,



Jason Roemer
President | Community Waste Disposal, L.P.
jroemer@cwd.to | 214.418.5017

Proposal Form 16 – Alternate Proposals

Name of Firm Community Waste Disposal, L.P.

Option 1

“Residential Door Side Household Hazardous Waste and Used Electronics Collection”

is an additional service that CWD provides to residents so that home-generated waste, including household hazardous waste, can be safely and easily disposed of or recycled. Door side collection is an effective avenue to encourage participation by those who cannot or will not drive to events or drop off locations. Upon request, CWD will provide a collection kit, instructions and a collection date to the resident.

Residents can receive a collection up to 1xMonth on the designated day (ex: 1st and 3rd Wednesday). To schedule a collection, a resident will:

1. Call / Email / utilize Mobile App to contact CWD Customer Service
2. CWD Customer Service will advise the resident of the next scheduled date
3. A collection kit will be mailed to the resident at no charge which will also have the date written on the package along with the collection setout details
4. CWD will perform the collection on the designated day

**HOUSEHOLD HAZARDOUS WASTE
& USED ELECTRONICS**
RESIDENTIAL DOOR SIDE COLLECTION PROGRAM

THANK YOU for caring enough to properly dispose of your leftover household hazardous waste materials, including used electronics.

Customer Service
972.392.9300
Option 2
Monday-Friday
7:30am-5:30pm
Saturday
8:00am-2:00pm

**1**
Collection Kit
The kit is comprised of a 30-gallon plastic bag, instruction sheet, and labels for unmarked containers.

**2**
Collection Bag
For unmarked containers, use the provided labels to denote the contents. Put labeled items in the bag, but please do not overfill it. Electronics, auto batteries and fluorescent bulbs must be placed in cardboard boxes next to the filled bag.

**3**
Collection Day
Place the secured bag near your entrance door, garage or other area near the front of your home. Do not place the bag in or near an alley, at the curb or in the street. Do not allow children or pets access to the bag. Ensure the bag is out by 7:00 am on your scheduled day and is visible from the street.

Your collection date is _____

Flyer/Door Side Collection - HHW & Used Electronics 0402019

ACCEPTABLE ITEMS		NON-ACCEPTABLE ITEMS
 Poison Solvent Oil-based & Latex Paint Aerosols Cleaners Gasoline Antifreeze	 Thermometers (No Mercury) Fungicide Metal Polish Moth Balls Creosote Used Motor Oil	 Auto Batteries (Up to Five) Fluorescent Straight Tubes, CFLs (Combined Total of No More than Five) Television (One Only) Used Electronic Waste Fire Extinguisher (One Only)
All liquids must be in sealed, labeled containers of five gallons or less.		 Sharps (Including needles and lancets placed into a sealed rigid plastic container) Medicine Ammunition Explosives Tires Asbestos Any Materials in Unlabeled or Leaking Containers Bulky Items (Gas/Propane Cylinders, Lamps, Appliances, etc.)

SAFETY REMINDERS

- 1 Never mix materials; there may be an adverse chemical reaction!
- 2 Keep materials in their original containers whenever possible.
- 3 Always seal containers to prevent leakage.
- 4 Label any items that are not already clearly marked.

LIMITS

The maximum quantity of waste items to be collected is limited to what will fit in the bag, with the exception of up to five (5) auto batteries, five (5) fluorescent tubes and/or CFLs, and limited consumer electronics outside the bag.

Individual items or bags may not weigh more than 40 pounds.
Combined items should not exceed one (1) cubic yard.

GENERAL GUIDELINES

- ★ Place your household hazardous waste **INSIDE** the bag to a MAXIMUM of 40 lbs. **DO NOT OVERFILL THE BAG.**
- ★ Use only the bag provided to you.
- ★ The bag must be closed securely.
- ★ Do not drag the bag.
- ★ Place all electronics, auto batteries, and fluorescent bulbs in cardboard boxes **OUTSIDE** the bag. Wrap fluorescent tubes together with tape if you are disposing of more than one. If available, use the original packaging to hold the tubes and stand them up to prevent breakage.

972.392.9300
Monday-Friday 7:30 AM - 5:30 PM
Saturday 8:00 AM - 2:00 PM

COMMON ELIGIBLE ITEMS

Household Hazardous Waste (HHW): Aerosols, Art/Hobby Supplies (Adhesive/Paint), Automotive Products (Antifreeze, Motor Oil, etc.), Batteries (Automotive/Household), Cleaners/Wax, Flammables, Lubricant (Oil), Paint, Personal Products, Poison (Household/Garden)
Used Electronic Waste: CRT (Computer Monitor), Television, CPU, Laptop, Handheld Computer, Keyboard, Printer, Mouse, Cable, CD-ROM, Remote Control, Calculator, VCR, CD Player, Stereo, Scanner, House Phone

Service Type	Per Home Per Month
On-call Door-side HHW and Used Electronics (1xMonth)	\$0.90

Leaf Recycling Program – included in CWD proposal pricing

Having serviced surrounding cities (Keller, Colleyville and Southlake) for over a decade, CWD has developed a superior program to manage the number of bagged leaves that are placed at the curb in this area of the metroplex.

What does this program entail?

- As currently being done in all three cities listed above, during the Leaf Recycling Program, CWD collects leaves and other organic material, placed in plastic bags in front of the resident's home on a scheduled leaf recycling pickup day
- That material is then brought to CWD's facility to be debagged, stored and delivered to Living Earth, a compost facility down the road. This keeps the material out of the landfill and offers the residents an environmentally friendly solution to their yard waste each year.
- Between November 2023 and January 2024, CWD collected over 1,665 tons of bagged leaves from Colleyville, Keller and Southlake. ALL material was debagged and taken to a compost facility to be recycled.

General Guidelines

- Each year, CWD will meet with the Town to determine at least six (6) weeks where CWD will offer leaf recycling.
- CWD will then sweep half of the city on Wednesday and the other half on Saturday, depending on the resident solid waste pickup day.
- On these collection days, CWD will collect unlimited amounts of bagged leaves placed at the curb by 7am on the collection day.
- All material will be brought to CWD's facility to be debagged and delivered to a compost facility.

Best thing about this, there is no additional charge!



Step 1
CWD will collect unlimited bagged leaves on the residents scheduled leaf recycling day



Step 2
All material is delivered to CWD's facility at 2010 California Crossing



Step 3
CWD utilizes skid steers and other equipment to debag the material, place into transfer ready piles and deliver to the composting facility



Section 17 – Proposed Exceptions / Modifications

Items from the Town RFP that CWD has either further questions, modifications or exceptions are broken into three categories and identified below:

Proposed Modification – CWD is open to negotiation

Clarification – more information and discussion is needed in order to confirm if requirements can be met

Exception – CWD has not included these items from the corresponding RFP Section in the proposal submitted. The CWD proposal and pricing submitted is based on the revised exception language listed below

1. RFP Section 900 – Contractor’s Office – **Proposed Modification**

- RFP Language – “...answer the phone from 7:00am to 7:00pm...”
- CWD Modification – CWD’s Customer Service phone hours are 7:30am – 5:30pm Monday through Friday and Saturday 8:00am – 2:00pm. Residents can submit any requests to CWD 24/7 via mobile app, email, online or voicemail. A CWD representative will be available for Town Staff questions 24/7.

2. RFP Sections 1000, 1010, 1020 and 1030 (page 57-59) – Monthly, Daily, Quarterly and Annual Reporting – **Clarification**

- RFP Language – various reporting data points being requested
- CWD Modification – CWD will work with Town Staff to determine what reporting capabilities are necessary and viable. Some data points will depend on the services selected, how routes are completed and there are other data points that are unclear on what is being asked (route by route participation rates, etc.). More discussion needed on what the Town is hoping to receive before CWD can commit to providing all items listed in the RFP.

3. RFP Section 1110 (pages 59-61) – Deductions of Liquidated Damages – **Exception**

- Reason - At CWD, we feel that service to the Town of Trophy Club will be above and beyond expectations. However, it is in our opinion that a good partnership between the Town and CWD cannot be obtained for the penalties described in this section. CWD’s proposed Liquidated Damages are provided below:
- Contractor understands that providing exceptional service is a top priority of this contract and the following acts or omissions may require Administrative Charges to the Contractor:
 1. No Administrative Charges will apply when Contractor services are rendered in accordance with CWD’s Basic Recovery Guidelines for customer service, items A, B and C listed below:

Continued on following page

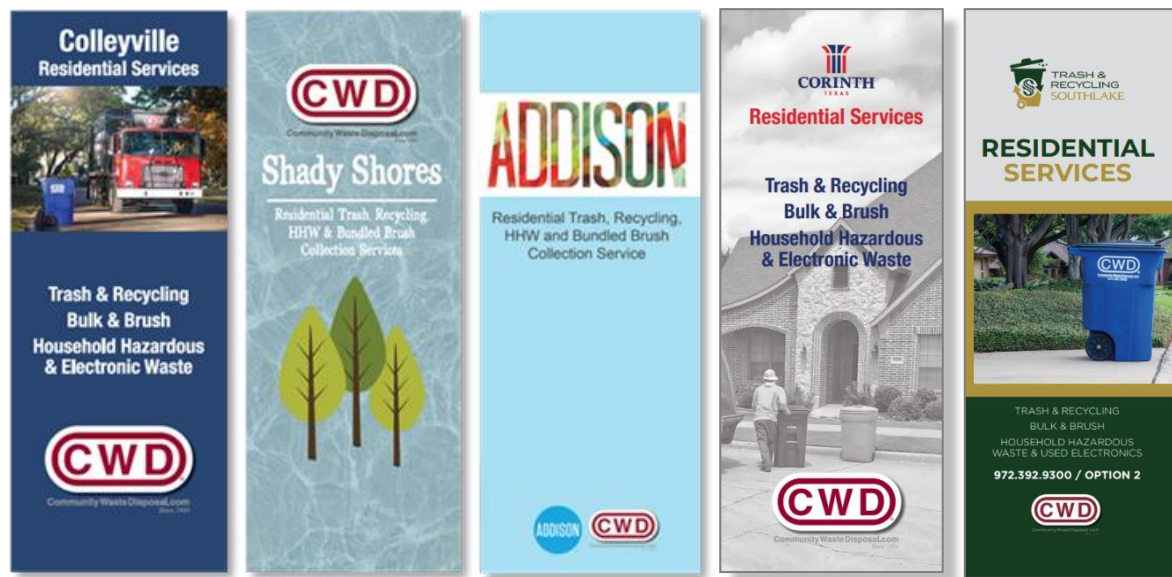
A. Scheduled Customers	By close of business on their scheduled service day
B. Scheduled Customers	Within one business day (24 hours) of their call
C. Missed Collection (trash, recycling, bulk) or Cart Delivery	1. Contact CWD <u>before</u> 12:00pm on scheduled service day: Receive same day service. 2. Contact CWD <u>after</u> 12:00pm on scheduled service day if route driver is still in the city : Receive same day service. 3. If driver is not in the city: Driver will return on next scheduled business day when like services are being performed. 4. Day after scheduled service day-Contact CWD <u>before</u> 12:00pm: Receive same day service. 5. Day after scheduled service day-Contact CWD <u>after</u> 12:00pm: Receive service next scheduled business day when like services are being performed.

2. Missed Collection(s) - \$50.00 for each missed collection at a single address when two or more additional documented missed collections have occurred at the same address within a thirty (30) day period.
3. Failure to clean up any leakage caused by Contractor's vehicles - \$20.00.
Contractor will make every effort to immediately address any leakage; however, additional time is sometimes required for a cleanup crew to travel and properly complete the work required. Penalties do not apply if a resident causes the spillage or leakage due to disposing of unacceptable items or liquid including engine oil, hydraulic oil, cooking oil, chemicals, paint, solvents, stains, or gasoline. The Contractor will clean up the spill and invoice the Town upon written request.
4. Failure to complete 98% of scheduled Collections on a given day - \$150.00.
5. Any and all chargeable infractions must be reported to CWD within twenty-four (24) hours.
6. Charges or penalties are not cumulative and will not be double charged – the maximum charge is \$200 per day. No charges will apply if 99% of routes within a quarter (90 days) are completed prior to 7:00 pm and the Contractor notifies the Town on the same day an issue occurs and completes the scheduled collections on the scheduled day.
7. Administrative charges or financial penalties will not be charged when the number of misses is below 0.6/1000 service opportunities, averaged over a six (6) month period.
8. Administrative charges or financial penalties shall not exceed \$3,700 in any given three (3) month period or \$7,300 in any given twelve (12) month period.
9. Contractor shall not be deemed liable for liquidated damages, penalties or other charges where its inability to perform Collection service or other activities is the result of an event of Force Majeure as set forth in this Agreement.
10. The Town may invoice the Contractor for administrative charges or penalties, but will not deduct charges or penalties from the Contractor's invoice.
11. The Contract Administrator shall notify the Contractor in writing or electronically of each issue within one business day, the Contractor's shall either resolve the issue or notify the Town in writing of the plan to address the issue.

Section 18 – Brochures, Flyers, Promotional Materials

Residential Communication:

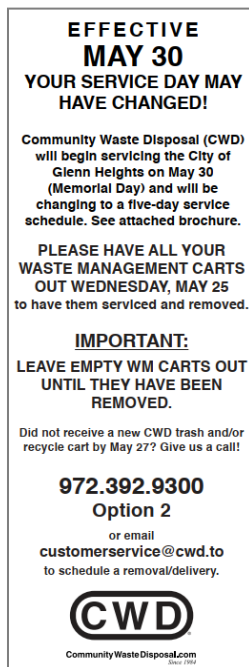
Once mutually agreed upon, CWD will include flyers on carts at the time of delivery, graphics on the City's website and any other educational information about the change in service provider.



Examples of CWD brochures for sta



Example of a City of Melissa insert (October 2020)



Example of a City of Glenn Heights insert (June 2022)

(above) residential brochures are customized to fit your community!

(left) in addition to a residential brochure, CWD can create transition specific inserts to be included in the cart delivery. These inserts contain information specifically involving the transition (what to do with old carts, how to request additional carts, etc.)

Contractor's Initial - 

Below is an example of a residential brochure for the City of Azle
Services and collection details will vary depending on the municipality and the contract

Questions/Concerns

Community Waste Disposal Customer Service Representatives are ready to assist you with:

- Questions
- Complaints
- Cart Repair
- Damages/Spills

Customer Service Hours

Weekdays 7:30 am - 5:30 pm
 Saturdays 8:00 am - 2:00 pm

972.392.9300
 Option 2
customerservice@cwd.to
www.CWD.to



CWD
 Community Waste Disposal
 2010 California Crossing Road, Dallas, TX 75220-2310
 phone 972.392.9300 fax 972.392.9301
 website www.CWD.to

City of Azle
 Community & Opportunity
 505 West Main Street, Azle, Texas 76020
 customer service phone 817.444.2541
 website www.cityofazle.org

Bulky Waste

Bulky waste will be collected once a week, on your second service day.

You are limited to two (2) cubic yards of bulky waste per week.

Place all bulk items at your curb no later than 7:00 am on your second service day, for collection between 7:00 am and 7:00 pm.



1 cubic yard is equivalent to approximately one (1) washing machine

Bulky Waste - Acceptable

- Toys and Yard Tools Tagged as "Bulk Item"
- Furniture
- Bundled Carpet in 4-foot Lengths
- Fence Panels No Larger than 4"x6"
- Thorny Vines Must be Bagged or in Containers
- Bagged Leaves (10 Bag Limit)
- Washing Machines, Dryers, Water Heaters and Kitchen Appliances
- Refrigerators/Freezers (Must be tagged certifying removal of refrigerants)

Bulky Waste - Prohibited

- Commercial Remodeling/Construction Debris
- Household Hazardous Waste
- Tires, Batteries, and Propane Tanks
- Loose Household Debris (Debris must be placed in a box or other container no larger than 2'x2'x4' and weighing no more than 50 pounds.)

Curbside Loose Brush

Curbside loose brush will be collected, once a month, between Wednesday and Saturday. See the map on the reverse side to determine your designated loose brush collection week.

Loose Brush Guidelines

- No More than 20 Cubic Yards per Home
- No Limbs Greater than Six (6) Inches in Diameter
- No Limbs Weighing More than 50 Pounds or 15 Feet in Length
- Brush Pile Must be Free from All Bulk and Foreign Debris
- Brush is Taken to a Compost Facility



X-treme Green Events



Community Waste Disposal will host two (2) X-treme Green Events each year in the City of Azle. An X-treme Green Event is a one-stop place to dispose of household hazardous waste, automotive tires, used electronics, and household metal goods. Confidential document shredding will also be available on-site.

Visit www.CWD.to or www.cityofazle.org for additional information.





Community Waste Disposal
 Since 1978

City of Azle RESIDENTIAL SERVICES

**Trash & Recycling
 Bulky Waste
 Curbside Loose Brush
 X-treme Green Events**

972.392.9300

Trash & Recycling Services

TRASH will be collected twice a week. Please see the map at right to determine the pickup days for your area.

Place all items out no later than 7:00 am on your pickup day for service between 7:00 am and 7:00 pm.

All household TRASH must be placed in bags and/or customer-owned containers.

RECYCLING will be collected once a week. Please see the map at right to determine the pickup days for your area.

Place your RECYCLABLES in or alongside the **BLUE 65-gallon recycle cart** or the **GREEN 18-gallon recycle bin**.

For efficient driver retrieval, place cart with lid closed no more than three (3) feet from the street by 7:00 am on your service day. Separate recycling and trash containers by three (3) feet and place away from any obstacles such as mailboxes, cars, fences, drainage ditches, etc.

18-GALLON GREEN BINS

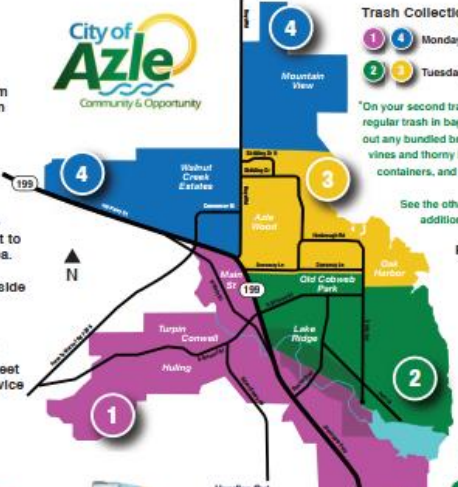


Placing excess recyclables outside the bin is acceptable.

65-GALLON BLUE CARTS



Placing excess recyclables outside the cart is acceptable.



City of Azle
 Community & Opportunity

Trash Collection:

- 1, 4 Monday and Thursday*
- 2, 3 Tuesday and Friday*

*On your second trash pickup day, in addition to regular trash in bags and containers, please put out any bundled brush (4' length and 50 lbs. max), vines and thorny bushes in disposable containers, and any bulky waste.

See the other side of this brochure for additional information.

Recycle Collection:

- 1, 4 Monday
- 2, 3 Tuesday
- 2, 5 Friday

Monthly Loose Brush Collection Pickup:
 Brush will be collected between Wednesday and Saturday.

- 1 First Wednesday
- 2 Second Wednesday
- 3 Third Wednesday
- 4 Fourth Wednesday

Recycle bins and carts are available from the City of Azle.
817.444.2541

PLEASE RECYCLE THESE ITEMS



DO NOT RECYCLE THESE ITEMS



Contractor's Initial 

Ongoing Residential Educational Graphics

CWD's in-house graphic designer can also create service specific graphics to be used on social media and utility bills to educate residents on collection guidelines and best practices.



Contractor's Initial - 

Unique / Ad Hoc Educational Graphics

Throughout any contract, unique situations come up where specific graphics or stickers need to be developed catered to that situation. Again, leveraging CWD's in-house Graphic Designer, CWD can quickly create this information and work with the City to distribute accordingly. Examples of these situations may include:

- Residential cars parking across alley entrances/exits – preventing driver from making safe turns
- Bulk/Brush piles that are out of compliance
- CWD truck access requirements

Below are communications that CWD has developed in the past for situations just like the above

Big Trucks + Parked Cars = Potential Yard Damage

Has this happened in your area?

INCORRECT
Without enough space to make the turn into the alleyway, the trucks will have to roll over the corner and potentially damage curbs or lawns.

CORRECT
Please allow at least 15' from the alley corner in both directions to allow trash trucks ample room to turn safely into the alleyway.

To help prevent damages to your yard, it is imperative that trash trucks be given ample space to make safe turns into - and out of - your alleyway.

CWD Community Waste Disposal
SACHSE

Help us keep your neighborhood beautiful.

HELP US HELP YOU

ALLEY
STREET
NO PARKING ZONE

Please allow at least 15' from the alley corner in both directions to allow trash trucks to turn safely.

This is a courtesy notice from your neighborhood trash and recycling partner.

We need your help! In order to safely pick up trash and recycling items, the trucks need ample space in order to maneuver into the alleyways. Cars parked across from the alleyways impede this process and increase the chance of private property being damaged.

Can you please help us out?

On service days, please ensure your vehicle is not parked in this area.

City Code Enforcement will be notified about repeat offenders.

CWD Community Waste Disposal
Since 1992

Trash Day is Bulk Day!

Remember - items that do not fit inside your trash or recycle cart should be placed next to the trash cart for collection.

No more than two cubic yards of bulky waste will be picked up.

MAKE SURE CART LIDS ARE CLOSED
PLACE BULK & BRUSH ITEMS AT LEAST THREE FEET AWAY FROM CARTS
ALL BRUSH MUST BE BUNDLED
SEPARATE CARTS BY AT LEAST THREE FEET
PUT ALL EXTRA ITEMS OUTSIDE CART IN ONE PILE

All items outside the carts will be treated as bulk trash!
No loose brush will be collected.

Questions? Please call 972.392.9300/Option 2.

CWD Community Waste Disposal

Automated Side Load Alleyway Service

How much space is needed around my trash and recycling carts?

14 feet of clearance to allow for the arc of the hydraulic arm

2 feet at a minimum, around each cart

CWD CITY OF ALLEN

ATTENTION RESIDENT

You have received a Bulk & Brush Out of Compliance notice for the reason(s) at right.

Service was not provided due to items that are non-compliant. Visit www.CWD.to or call 972.392.9300 for service details and guidelines.

Gracias por su cooperación. Visita www.CWD.to o llame 972.392.9300 para detalles y directrices.

- ☐ Exceeds Limits
- ☐ Unacceptable (Tires, Propane, Batteries, etc.)
- ☐ Too Heavy
- ☐ Construction Debris
- ☐ Must be Placed in Bags (60 lb. Limit)
- ☐ Too Close to Gas Meters/Wires
- ☐ Blocked by Vehicles

CWD Community Waste Disposal.com

Contractor's Initial -



CommunityWasteDisposal.com
Since 1984

We Can Handle Anything
You Throw at Us

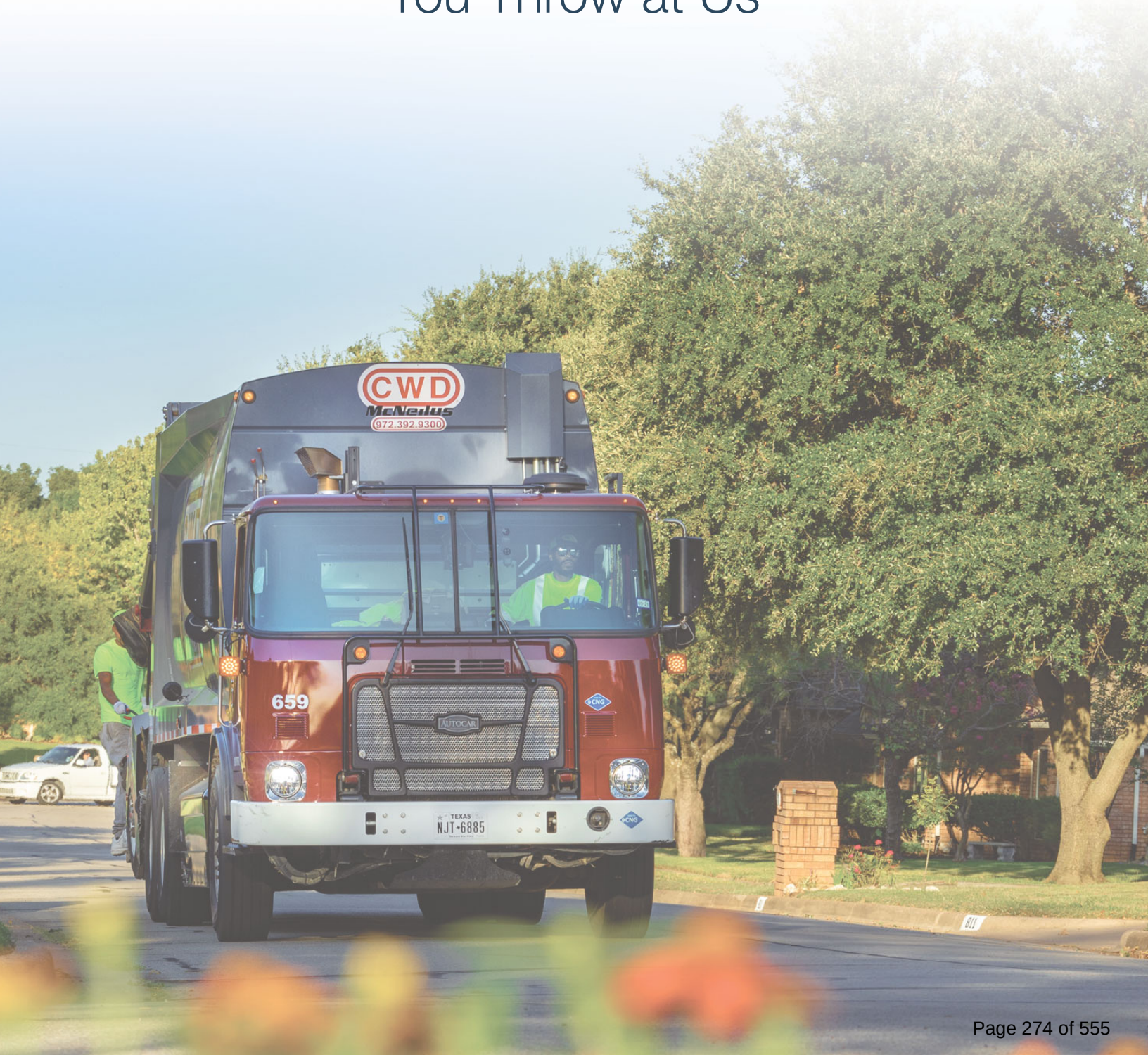


EXHIBIT B

Rate Agreement “Schedule A”

Schedule A	
Town of Trophy Club Solid Waste Collection and Recycling Services	
For the period of;	
June 01, 2025 to May 31, 2026	
<i>Note: CWD considers this material as proprietary rate information that could affect their competitiveness if the waste services contract goes to competitive bid process. Therefore, CWD requests that their market adjustment, extension request letters and all associated discussion information to be exempt from public disclosure. CWD request this information is exempt from Public Records, and is only allowed to be part of Public Records, after a ruling of the Attorney General of Texas.</i>	
Town of Trophy Club Solid Waste Collection and Recycling Services	June 01, 2025 Customer Rate (includes 12% franchise fee)
Residential Collection - Base Services	
Solid Waste - Twice per week service - Customer bags/bins	\$20.72
Bulky Waste - Once per week service - 4 cubic yards	
Tied & Bundled Brush - Once per week service - unlimited	
Residential 18 Gallon Recycling Bin (once per week service)	\$4.09
Optional - Residential 95 Gallon Recycling Cart (once per week service)	\$7.50
Door Side Household Hazardous Waste & Used Electronics	\$0.90
Disaster or Storm Events Service	
Storm Debris Management Per Hour	\$260.00
* Disposal (per ton)	\$64.19
Commercial Hand Collect Trash Service	
First Trash Poly-Cart (once a week service)	\$35.24
Two Trash (2) Poly-Carts	\$52.85
Front Load Commercial Trash Container Services	
2 Cubic Yard Container	
One time per week	\$95.17
Two times per week	\$185.22
Three times per week	\$277.79
Four times per week	\$370.38
Five times per week	\$462.99
3 Cubic Yard Container	
One time per week	\$110.52
Two times per week	\$215.92
Three times per week	\$323.86
Four times per week	\$431.78
Five times per week	\$539.71
4 Cubic Yard Container	
One time per week	\$125.91
Two times per week	\$246.60
Three times per week	\$369.91
Four times per week	\$493.21
Five times per week	\$616.52
6 Cubic Yard Container	
One time per week	\$156.59
Two times per week	\$308.81
Three times per week	\$462.00
Four times per week	\$616.01
Five times per week	\$769.98
8 Cubic Yard Container	
One time per week	\$187.28
Two times per week	\$369.43
Three times per week	\$554.12
Four times per week	\$738.81
Five times per week	\$932.54
Extra Pick ups (or refilled and emptied while on site - non-compacted)	
2 cu. Yd. Containers	\$89.69
3 cu. Yd. Containers	\$95.14
4 cu. Yd. Containers	\$103.34
6 cu. Yd. Containers	\$124.99
8 cu. yd. Containers	\$149.47
Commercial Special Services	
Container Inside Four Side Enclosures - Per Pick-Up, Per Container	\$7.00
Caster - (<4 cu. Yd.) Per Pick-up, Per Container	\$7.00
Locks - Per Pick Up, Per Container	\$7.00
Container Swap Charge - Per Container	\$75.00
Front load waste/recycling Overload Fee	\$45.00

Schedule A	
Town of Trophy Club Solid Waste Collection and Recycling Services	
For the period of;	
June 01, 2025 to May 31, 2026	
<i>Note: CWD considers this material as proprietary rate information that could affect their competitiveness if the waste services contract goes to competitive bid process. Therefore, CWD requests that their market adjustment, extension request letters and all associated discussion information to be exempt from public disclosure. CWD request this information is exempt from Public Records, and is only allowed to be part of Public Records, after a ruling of the Attorney General of Texas.</i>	
Town of Trophy Club Solid Waste Collection and Recycling Services	June 01, 2025 Customer Rate (includes 12% franchise fee)
Roll Off Compactors	
35 Cubic Yard Per Haul With Disposal - weekday ** +	\$621.74
35 Cubic Yard Per Haul With Disposal - weekend ** +	\$621.74
40 Cubic Yard Per Haul With Disposal - weekday ** +	\$621.74
40 Cubic Yard Per Haul With Disposal - weekend ** +	\$671.74
42 Cubic Yard Per Haul With Disposal - weekday ** +	\$621.74
42 Cubic Yard Per Haul With Disposal - weekend ** +	\$671.74
* Haul Rates Include 4 Tons of Disposal	
** Plus Disposal Per Ton Over 4 Tons	\$64.19
+ Excess Payload Per Ton if Truck Exceeds 27 tons	\$110.33
Open Top Roll Off Containers (Perm and Temp)	
Delivery - weekday	\$115.51
Daily Rental	\$8.90
Weekly Rental (temporary accounts)	\$38.54
Monthly Rental (permanent accounts)	\$154.16
20 Cubic Yard Per Haul With Disposal - weekday ** +	\$532.11
20 Cubic Yard Per Haul With Disposal - weekend ** +	\$582.11
30 Cubic Yard Per Haul With Disposal - weekday ** +	\$606.81
30 Cubic Yard Per Haul With Disposal - weekend ** +	\$656.81
40 Cubic Yard Per Haul With Disposal - weekday ** +	\$773.06
40 Cubic Yard Per Haul With Disposal - weekend ** +	\$823.06
* Haul Rates Include 4 Tons of Disposal	
** Plus Disposal Per Ton Over 4 Tons	\$64.19
+ Excess Payload Per Ton if Truck Exceeds 27 tons	\$110.33
Town Service and Special Events	
Solid Waste and Recycling Service at:	
City Hall, Police Station, Fire Stations, Public Works and Community Park	NC
City front load services:	
1 - 3yd - 2xWeek - Trash	N/C
4 - 3yd - 2xWeek - Trash	
1 - 3yd - 2xWeek - Trash	
1 - 3yd - 2xWeek - Trash	
City Roll Off Services	
65 - 30yd roll off hauls per year	N/C
* Customer Rate Does Not Include Sales Tax	



Dear Mayor and Town Council,

Community Waste Disposal (CWD) is pleased to have the opportunity to be recommended as the franchised provider for the Town of Trophy Club Residential and Commercial Solid Waste and Recycling Collection Services.

Community Waste Disposal is the largest independently owned solid waste and recycling company in North Texas. Solid waste, as well as recycling collection, is our business. From the onset in 1984, CWD has prided itself in being the most innovative company when it comes to designing programs that best fit our customers' needs. We employ more than 500 dedicated men and women, many of whom have been with CWD for five or more years. We operate 190+ collection vehicles (97% are Compressed Natural Gas) that are maintained by our on-site truck shop and CNG fueling stations.

CWD is 100% privately owned and operated. We do not operate under the best interest of private equity firms, corporate shareholders, or answer to a board of directors, only our customers. With CWD, you will not be the recipient of some corporate initiative or restructuring, but rather a personalized approach and service that is catered to the needs of the customers in your Town.

We attribute CWD's ability to control the quality of service and cost of doing business due to several strategic decisions we have made:

One Central Location

- By operating out of a single location at 2010 California Crossing Road in Dallas, CWD has complete visibility over the entire operation. Managing multiple sites creates barriers to truly gauge the quality of service across the Metroplex. CWD owns 25+ acres at our location and house every aspect of the operation.

No Call Center

- CWD's Customer Service Community is housed directly below the owners of the company and this gives us transparency and control over the quality of service. The Town can rest assured that no calls will be answered in a different state that services 100+ cities.
- Thirty (36) individuals make up this group, with nineteen (19) employees answering phones full time.

Leveraging Technology

- CWD utilizes Third Eye Service and Safety Verification on all new vehicles to monitor drivers while they are on route. This state-of-the-art technology gives CWD operations complete visibility over every aspect of the driver's day, from video service verification to safety monitoring.

Privately Owned and Operated – No Shareholders, No Private Equity

- CWD is the largest independently owned waste company in North Texas and the only area company to achieve this all through organic growth. CWD has never purchased another company or changed the company name in the 40 years of operating. According to the July 31, 2024 article by Waste360 magazine ([found here](#)), CWD is the 23rd largest waste hauler in the United States based on 2023 revenue. Large enough to make an impact, but small enough for you to reach a decision maker.

No Subcontractors | No Temporary Staffing Agencies

- CWD does not utilize any subcontractors for routine collections, giving us greater control over the quality of the work being completed.

2010 California Crossing Road
Dallas, Texas 75220-2310
Ph 972.392.9300 Fax 972.392.9301

Investing in Our Employees

- Since CWD was established in 1984, Greg Roemer has operated CWD with the day-to-day employees in mind. We are able to eliminate the need for subcontractors and temporary staffing agencies by investing in our employees through several programs that include:
 - Quarterly Profit Sharing – employees earn up to 8% of prior twelve months earnings. Program has paid out over \$15,000,000 since its inception.
 - Hiring, Referral and Safety Bonuses – CWD employees have several avenues to obtain different bonuses such as: clean DOT safety inspections (\$1,000), referral / hiring bonuses (up to \$5,000), and attending weekly safety meetings.
 - Competitive Incentive Based Pay
 - Major Medical Coverage, 401k Matching and other Industry Leading Programs

Partnering with Your Community

- CWD succeeds by not only offering best-in-class service, but also by embedding ourselves in your community by participating in City events and partnering/supporting Chamber events
- CWD's partner cities have won numerous Local, State and National awards for innovative recycling efforts. Each year, CWD does roughly 100 "Green Events". A Green Event involves CWD providing recycle depots and event trash carts to be utilized throughout a function.
- Whether it's a monetary donation, Green Event, or a Touch-A-Truck; CWD has proven that participating or sponsoring events in the community is the key to a long-lasting partnership. Since 2020, both CWD and our partner cities have won over 66 awards, including 2 Governor's Community Achievement Awards, each for \$250,000 (City of Allen in '22 and Town of Little Elm in '24).
- In 2023, CWD donated over \$230,000 in community related events and partnerships including: chamber memberships, event sponsorships, scholarships, community projects, etc. Over 97% of that spending was at NO CHARGE to the City and is NOT included in CWD's contract as a requirement.

*Keller Pointe 20yr
Anniversary (6/8/24)*



*Colleyville Lions Club
Easter Hunt (3/30/24)*



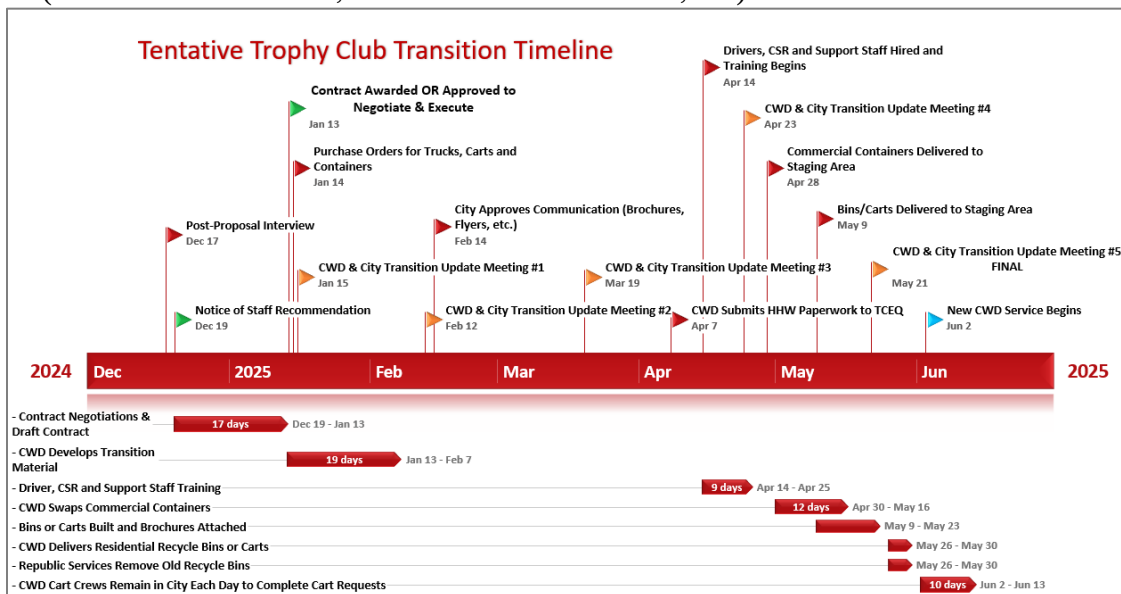
*CWD Awarded 2023 Large Business of the
Year – Colleyville (top) and Keller (bottom)*



*Southlake Touch-A-Truck
(9/17/24)*

Transition and Next Steps

- CWD will be working closely with Town Staff to develop and execute a seamless transition in providers.
- Key CWD stakeholders in this process will involve
 - Jason Roemer (President) – key contact in the transition process and contract management
 - Wanda Smith (Municipal Coordinator) – will personally visit each commercial location and complete a site audit, confirming the service level and update the customer on the transition
 - Paul Hansen (General Manager) – liaison between the City and CWD operations staff
- The transition process will entail:
 - **Staging area** – locating a site within Town Limits to deliver carts/bins and commercial containers
 - **Coordination with Republic** – CWD will work with Republic to develop an agreed schedule for residential bin removal and commercial container transition
 - **Commercial Site Audit** – Wanda Smith will visit each commercial customer, completing a site audit (confirming services) and provide an update on the transition
 - **Commercial Transition** – proposed method will involve CWD swapping the existing commercial container with a CWD container, taking the Republic dumpster back to the staging site. This has little to no disruption on the site of the customer. CWD will work with Republic to have the CWD container serviced until June 2nd
 - **Residential Transition** – depending on the service days selected, CWD will deliver new 18-gallon bins to each residential unit on their new service day 1-2 weeks prior to CWD taking over service. Attached to each bin will be a brochure containing all the service details and a transition specific insert (what to do with old bins, when does new service start, etc.)

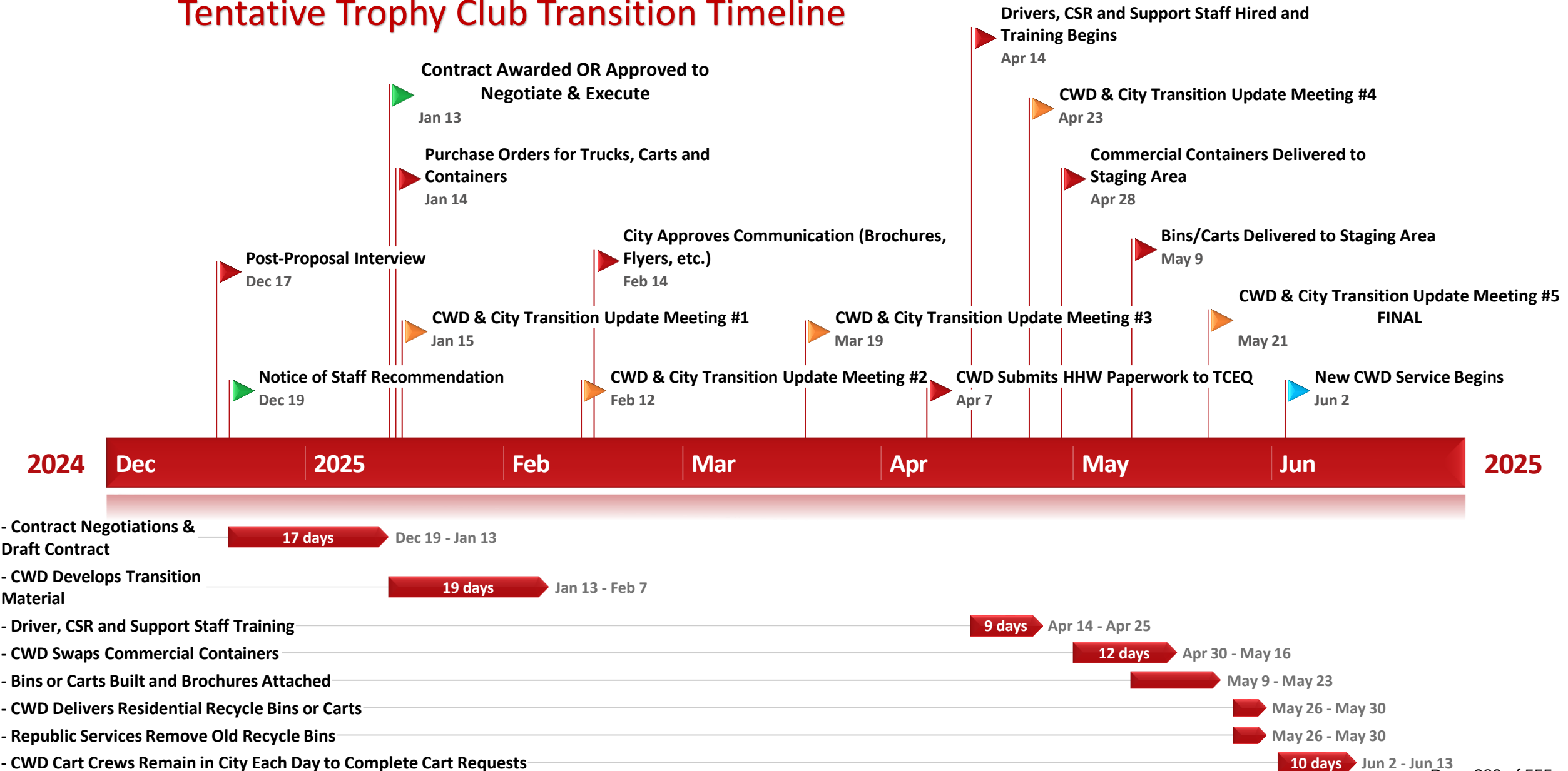


We are extremely excited about this opportunity and should you have any questions, please do not hesitate to reach out to me directly.

Sincerely,

Jason Roemer
President | Community Waste Disposal, L.P.
jroemer@cwd.to | 214.418.5017

Tentative Trophy Club Transition Timeline





TOWN COUNCIL COMMUNICATION

MEETING DATE: January 13, 2025

FROM: Chase Ellis, Director of Parks & Recreation

AGENDA ITEM: Consider authorizing the Town Manager to negotiate and execute a construction contract with Home Run Construction, LLC in an amount not to exceed \$1,121,407 for the construction of dedicated pickleball courts at Harmony Park. (Chase Ellis, Director of Parks & Recreation)

BACKGROUND/SUMMARY: Over the past several years, the Trophy Club community has actively engaged in discussions and preliminary designs for the development of dedicated pickleball courts to address the growing demand for recreational facilities tailored to residents' needs.

On April 22, 2024, the Town contracted with McAdams for design, construction bidding, and construction administration services for the project. McAdams analyzed past data, evaluated potential sites, and facilitated community engagement to develop three options for consideration by the Parks & Recreation Board.

Following public input and review, three options were finalized:

- **Option 1:** Pickleball courts at both Harmony Park (4 courts) and Independence Park (4 courts).
- **Option 2:** Pickleball courts next to Town Hall (6 courts).
- **Option 3:** Pickleball courts at Harmony Park (6 courts).

After deliberation, the Council selected Option 3, which provides six pickleball courts at Harmony Park at the August 12, 2024 Town Council Meeting.

Over the past several months, McAdams has worked closely with staff to finalize construction drawings for the project. These plans were completed to initiate the public bidding process for a general contractor in November 2024. The bidding process closed on December 16, 2024. Two bids were received and publicly opened. The lowest construction contract amount was provided by Home Run Construction, LLC in the amount of \$971,406.70. Following an evaluation of costs and references, Home Run Construction, LLC was determined to be the lowest responsible bidder with excellent references. Staff recommends that a \$150,000 owner's contingency be added to the contract amount to account for unanticipated construction costs/changes, if necessary. The total recommended contract value is \$1,121,407.

Groundbreaking is anticipated to occur in early February 2025 with completion of the project by the Fall of 2025.

BOARD REVIEW/CITIZEN FEEDBACK: The Town hosted two public engagement events to solicit input from the public regarding potential pickleball locations. The first event, which was held at Harmony Park on June 22, 2024, received approximately 45 attendees. The second event, held at Independence Park on June 29, 2024, received approximately 15 attendees.

On July 17, 2024, the Parks & Recreation Board Park Improvement Subcommittee met with Town staff to review community input and the three recommended options. At that meeting, the subcommittee unanimously recommended Option 3, which constructs six pickleball courts being constructed at Harmony Park, to the full Parks & Recreation Board. At a Special Parks & Recreation Board Meeting held on July 29, 2024, the full board was presented the information for all options. The full Parks & Recreation Board voted on and approved the recommendation of Option 1 (courts at Harmony and Independence) forward for Council consideration.

On August 12, 2024, the Town Council reviewed input and recommendations from the Park Improvement Subcommittee, the Parks & Recreation Board, and the public and approved a motion (5-2) to proceed with Option 3 (six courts at Harmony Park).

FISCAL IMPACT: The total amount previously dedicated to the pickleball project in FY 2024 is \$1.3 million, which is included in the Capital Improvement Projects Fund.

Original Project Funding	\$1,300,000
McAdams Design Costs	\$147,000
Home Run Construction Costs (includes \$150,000 contingency)	\$1,121,407
Remaining Project Funding	\$31,593

LEGAL REVIEW: Town Attorney, Dean Roggia, has reviewed the contract as to form and legality.

ATTACHMENTS:

1. Home Run Construction Bid Proposal
2. Dedicated Pickleball Courts Bid Package

ACTIONS/OPTIONS:

Staff recommends that the Town Council move to authorize the Town Manager to negotiate

and execute a construction contract with Home Run Construction, LLC in an amount not to exceed \$1,121,407 for the construction of dedicated pickleball courts at Harmony Park.

DEDICATED PICKLEBALL COURTS - HARMONY PARK, TROPHY CLUB, TX

BID QUANTITIES				
ITEM DESCRIPTION	QTY	UNIT	UNIT COST	ITEM COST
DEMOLITION				
1 REMOVE AND DISPOSE OF CONCRETE SIDEWALK (ALL WIDTHS AND ALL THICKNESSES)	1,078	SF	\$4.03	\$4,346. ⁰⁸
2 REMOVE AND DISPOSE OF MISCELLANEOUS CONCRETE AND STONE (INCLUDING CURBING, MOW STRIPS, EDGING AND STONE/ROCK STRIPS)	602	LF	\$4.03	\$2,421. ⁰⁶
3 REMOVE AND DISPOSE OF CHAIN-LINK FENCE (INCLUDING FABRIC, POSTS, TOP RAIL AND ALL FITTINGS)	122	LF	\$13.53	\$1,650. ⁶⁶
4 REMOVE AND DISPOSE OF CONCRETE BASKETBALL COURTS	1,829	SF	\$4.03	\$7,374. ⁰⁸
5 REMOVE AND DISPOSE OF BOCCIE BALL COURT INFILL MATERIAL	1,563	SF	\$5.38	\$8,408. ⁹⁴
6 REMOVE AND DISPOSE OF BASKETBALL GOALS (INCLUDING POST AND BACKBOARD)	2	EA	\$300. ⁰⁰	\$600. ⁰⁰
7 REMOVE AND DISPOSE OF IRRIGATION CONTROL VALVE	2	EA	\$450. ⁰⁰	\$900. ⁰⁰
8 REMOVE AND DISPOSE OF PLAN-SPECIFIED TREES	1	EA	\$2,200. ⁰⁰	\$2,200. ⁰⁰
9 REMOVE, STORE AND PROTECT(16) SHADE STRUCTURE POLES	16	EA	\$112.50	\$1,800. ⁰⁰
10 REMOVE, STORE AND PROTECT PICNIC TABLE	1	EA	\$500. ⁰⁰	\$500. ⁰⁰
11 REMOVE, STORE AND PROTECT LIGHT POLES	3	EA	\$1,571. ⁴⁰	\$4,732. ²⁰
12 REMOVE, STORE AND PROTECT TRASH RECEPTACLE	1	EA	\$500. ⁰⁰	\$500. ⁰⁰
13 REMOVE, STORE AND PROTECT ALL CHAMPIONSHIP PLAQUES FROM STONE WALL	1	LS	\$1,600. ⁰⁰	\$1,600. ⁰⁰
BID QUANTITIES				
ITEM DESCRIPTION	QTY	UNIT	UNIT COST	ITEM COST
EROSION CONTROL				
14 SILT FENCE	141	LF	2.50	\$352. ⁵⁰

\$37,030.⁸⁰

DEDICATED PICKLEBALL COURTS - HARMONY PARK, TROPHY CLUB, TX

15	TEMPORARY STORMWATER INLET PROTECTION	1	EA	\$675 ⁰⁰	\$675 ⁰⁰
16	TEMPORARY ROCK CONSTRUCTION EXIT	1,120	SF	\$2 ⁰⁰	\$2,240 ⁰⁰
BID QUANTITIES					
\$3,267.50					
ITEM	DESCRIPTION	QTY	UNIT	UNIT COST	ITEM COST
SITE CONSTRUCTION					
17	INSTALL TREE PROTECTION FENCING	640	LF	\$2 ⁵⁰	\$1,600 ⁰⁰
18	PERFORM CLEARING AND GRUBBING	0.74	AC	\$43,322 ⁰⁰	\$43,322 ⁰⁰
19	PERFORM UNCLASSIFIED EXCAVATION	160	CY	\$16 ⁸⁰	\$2,688 ⁰⁰
20	IMPORT FILL MATERIAL	880	CY	\$50 ⁴⁰	\$44,352 ⁰⁰
21	PERFORM FINAL GRADING	1	LS	\$6,200 ⁰⁰	\$6,200 ⁰⁰
22	INSTALL CONCRETE SIDEWALK	2,926	SF	\$8 ⁰⁰	\$23,408 ⁰⁰
23	DOWEL AND EPOXY AT EXISTING SIDEWALKS	17	LF	\$10 ⁹⁰	\$185 ³⁰
24	INSTALL HANDRAILS AT ADA RAMPS	134	LF	\$175 ⁰⁰	\$23,450 ⁰⁰
25	INSTALL STONE EDGING WALL AT LANDSCAPE BED	29	LF	\$85 ⁰⁰	\$2,465 ⁰⁰
26	INSTALL RETAINING WALLS, VARIABLE HEIGHT - REF. STRUCTURAL PLANS	385	LF	\$221 ⁰⁰	\$85,085 ⁰⁰
27	INSTALL 1'X1' CATCH BASIN	1	EA	\$2,900 ⁰⁰	\$2,900 ⁰⁰
28	INSTALL 10" PVC PIPE OUTFALL THROUGH WALL	2	LF	\$325 ⁰⁰	\$650 ⁰⁰
29	INSTALL 6" PVC PIPE	16	LF	\$62 ⁵⁰	\$1,000 ⁰⁰
30	INSTALL PICKLEBALL COURT SLAB AND SURFACING FOR 6 COURTS	14,300	SF	\$19 ⁸⁰	\$283,140 ⁰⁰
31	INSTALL PICKLEBALL COURT PERIMETER FENCING FOR 6 COURTS	464	LF	\$75 ⁰⁰	\$34,800 ⁰⁰
32	INSTALL PICKLEBALL COURT DIVIDER FENCING FOR 6 COURTS	446	LF	\$65 ⁰⁰	\$28,990 ⁰⁰
33	INSTALL PICKLEBALL COURT FENCE GATES	6	EA	\$1,500 ⁰⁰	\$9,000 ⁰⁰
34	INSTALL PICKLEBALL COURT NETS	6	EA	\$4,200 ⁰⁰	\$25,200 ⁰⁰

DEDICATED PICKLEBALL COURTS - HARMONY PARK, TROPHY CLUB, TX

35	INSTALL PICKLEBALL COURT QUEUING STATIONS	6	EA	\$650.00	\$3,900.00
36	INSTALL BOCCÉ BALL COURTS PERIMETER WALLS, REF. DETAILS FOR HEIGHT	278	LF	\$95.00	\$26,410.00
37	INSTALL BOCCÉ BALL COURTS INFILL MATERIAL	8.6	CY	\$650.00	\$5,590.00
38	INSTALL NEW FENCING AT BOCCÉ BALL COURTS	229	LF	\$75.00	\$17,175.00
39	INSTALL BASKETBALL COURT SLAB AND SURFACING	1923	SF	\$19.00	\$38,075.40
40	INSTALL BASKETBALL GOALS	2	EA	\$2,400.00	\$4,800.00
41	INSTALL RELOCATED FENCING AT BASKETBALL COURT	122	LF	\$40.00	\$4,880.00
42	INSTALL NEW LIGHTING FOR PICKLEBALL COURTS	3	EA	\$15,831.00	\$47,493.00
43	INSTALL RELOCATED LIGHTING FOR PICKLEBALL COURTS	3	EA	\$11,000.00	\$33,000.00
44	INSTALL ADDITIONAL LIGHTING FIXTURES FOR BASKETBALL AND BOCCÉ BALL COURTS	2	EA	\$4,550.00	\$9,100.00
45	INSTALL NEW PICNIC TABLES	2	EA	\$1,960.00	\$3,800.00
46	INSTALL PICKLEBALL COURT SHADE STRUCTURES	2	EA	\$25,416.50	\$50,833.00
47	INSTALL BLEACHERS	2	EA	\$4,325.00	\$8,650.00
48	INSTALL NEW TRASH RECEPTACLES	1	EA	\$900.00	\$900.00
49	INSTALL BASKETBALL GOALS	2	EA	\$0.00	\$0.00
50	INSTALL RELOCATED BOCCÉ BALL COURT SHADE SAIL POSTS	16	EA	\$250.00	\$4,000.00
51	INSTALL BOCCÉ BALL COURT SHADE SAIL FABRIC	4	EA	\$650.00	\$2,600.00
52	INSTALL RELOCATED TRASH RECEPTACLE	1	EA	\$400.00	\$400.00
53	INSTALL RELOCATED PICNIC TABLE	1	EA	\$400.00	\$400.00
54	INSTALL RELOCATED BOLLARD	1	EA	\$400.00	\$400.00
55	INSTALL STABILIZED DECOMPOSED GRANITE	1,940	SF	\$4.25	\$8,245.00

BID QUANTITIES

~~\$889,086.70~~

ITEM DESCRIPTION

QTY UNIT UNIT COST ITEM COST

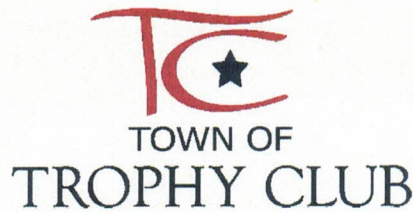
LANDSCAPE + IRRIGATION

DEDICATED PICKLEBALL COURTS - HARMONY PARK, TROPHY CLUB, TX

56	INSTALL BERMUDA SOD, PREP + MATERIAL	12,026	SF	\$11.00	\$12,026.00
57	INSTALL BARK MULCH	1,990	SF	\$0.83	\$1,651.70
58	INSTALL AND REPAIR IRRIGATION SYSTEM	1	LS	\$28,336.00	\$28,336.00
TOTAL					\$971,406.70

DISCLAIMERS

- 1 ALL FINAL QUANTITIES SHOULD BE TAKEN BASED ON THE PLANS.
- 2 CONTRACTOR'S RESPONSIBILITY TO VERIFY ALL QUANTITIES AND SCOPE OF WORK PER CONSTRUCTION PLAN SET.



PURCHASING AND CONTRACTING DEPARTMENT
REQUEST FOR PROPOSALS (RFP)

For

Town of Trophy Club Parks and Recreation Dedicated Pickleball Courts at Harmony Park

RFP No. PR2024-04

Issue Date: November 14, 2024

BID SUBMISSION DEADLINE:

December 16, at 4:00 pm

NO LATE BIDS SHALL BE ACCEPTED

<u>RESPONSES SHALL BE DELIVERED TO:</u> Town of Trophy Club 1 Trophy Wood Drive Trophy Club, TX 76262	<u>RESPONSES SHALL BE MAILED TO:</u> Town of Trophy Club Finance Department 1 Trophy Wood Drive Trophy Club, TX 76262
Public RFP Opening will be held: December 16 at 4:00 PM CST Meeting will be at Town Hall at 1 Trophy Wood Drive, Trophy Club, TX 76262 ***** FOR ADDITIONAL INFORMATION REGARDING THIS RFQ PLEASE CONTACT: April Duvall Director of Finance aduvall@trophyclub.org ***** BIDDERS MUST RETURN THIS COMPLETED COVER SHEET ALONG WITH THE BIDDER'S RESPONSE: April Duvall Director of Finance aduvall@trophyclub.org 1 Trophy Wood Drive Trophy Club, TX 76262	NAME AND ADDRESS OF COMPANY SUBMITTING BID: <u>Home Run Construction LLC</u> <u>P.O. Box 1479</u> <u>Midlothian, TX 76065</u> _____ Contact Person: <u>Joe Yentes</u> Title: <u>Managing Member</u> Phone: <u>(972) 765-1256</u> Fax: () _____ Email: <u>joe@homerunllc.onmicrosoft.com</u> Signature: <u>Joseph Yentes</u> Printed Name: <u>Joseph Yentes</u>
Shall contract be available for Cooperative Contract use? (See Section 25, page 9) Yes ___ No ___	

Acknowledgment of Addenda: #1 X #2 _____ #3 _____ #4 _____ #5 _____

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

FORM CIQ

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 governmental 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.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

Home Run Construction LLC

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.

none

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 interest 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

Joseph H
Signature of vendor doing business with the governmental entity

12-16-24
Date

Adopted 8/7/2015

ATTACHMENT B
BUSINESS INFORMATION FORM

Complete Legal Name of Business

Home Run Construction LLC

(Address) P.O. Box 1479

(City/State/ZIP) Midlothian, TX 76065

Form of Business Entity (check one)

☐ Texas corporation

☐ Texas non-profit corporation

☐ Out-of-State corporation

☐ Texas professional corporation

_____ state of incorporation
(check one) _____ profit _____ non-profit

☐ Texas general partnership

☐ Texas limited partnership

☐ Out-of-State partnership

_____ state where partnership is legally registered

☐ Individual doing business as _____

☒ Texas limited liability company

☐ Other (describe) _____

List the full name of each Officer of the Company:

PRESIDENT: Joseph Yentes

VICE PRESIDENT: _____

SECRETARY: _____

TREASURER: _____

Who is legally authorized to sign and execute contracts? Joseph Yentes

Who, if anyone, is required to witness contract signatures? no one

ATTACHMENT C
Town of Trophy Club
INSURANCE REQUIREMENT AFFIDAVIT

To Be Completed By Insurance Agent/Broker and Responder

I, the undersigned Agent/Broker, reviewed the insurance requirement contained in this bid document. If the Bidder shown below is awarded this contract by the Town of Trophy Club, I will be able to, within fifteen (15) days of notification of such award, furnish a valid insurance certificate to the Town of Trophy Club meeting all of the insurance requirements in this bid.

Insurance Coverage Reviewed: Auto, General Liability, Workers Compensation

Agent's Name: Jessica Luna

Agency Name: Southwest Assurance Group, Inc.

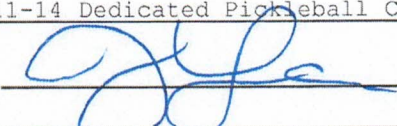
Address: 2350 Airport Freeway Suite 202

City/State/ZIP: Bedford, TX 76022

Telephone No: (817) 329-7007 Fax No: (817) 329-7011

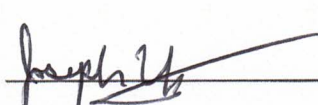
Bidder's Name and Company: Home Run Construction, LLC

Project/Bid No. and Title: 2024-11-14 Dedicated Pickleball Courts

Insurance Agent/Broker Signature:  Date: 12/12/24

By submitting a bid and signing below I affirm the following: I am aware of all costs to provide the required insurance, will do so pending contract award, and will provide a valid insurance certificate meeting all requirements within fifteen days of notification of award.

If the above fifteen-day requirement is not met, the Town of Trophy Club has the right to reject this bid and award the contract to the next lowest bidder meeting specifications. If you have any questions concerning these requirements, please contact the Finance Director at (682)237-2914.

Bidder's Signature:  Date: 12-16-24

ATTACHMENT D

HB 89 Form

Effective September 1, 2017, House Bill 89 Prohibition on Contracts with Companies Boycotting Israel states that a state agency and a political subdivision (which includes a city) may not enter a contract with a company for goods or services unless the contract contains a **written verification** from the company that; (i) it does not Boycott Israel; and (ii) will not Boycott Israel during the term of the contract.

"Boycott Israel" is defined to mean 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.

"Company" is defined to mean a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit.

To Be Completed By Vendor:

"I, Joseph Yenker (Name of certifying official), the Managing Member (title or position of certifying official) of HonorRun Construction LLC (name of company), does hereby verify on behalf of said company to the City that said company does not Boycott Israel and will not Boycott Israel (as that term is defined in Texas Government Code Section 808.001) during the term of this contract.

Joseph Yenker
Signature of Certifying Official

Title: Managing Member

Date: 12-16-24

ATTACHMENT E
DRUG-FREE WORKPLACE CERTIFICATION

The Home Run Construction LLC (company name) will provide a Drug Free Work Place in compliance with the Drug Free Work Place Act of 1988. The unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited on the premise of the Home Run Construction LLC (company name) or any of its facilities. Any employee who violates this prohibition will be subject to disciplinary action up to and including termination. All employees, as a condition of employment, will comply with this policy.

CERTIFICATION REGARDING DRUG-FREE WORKPLACE

The undersigned subcontractor certifies it will provide a drug-free workplace by:

Publishing a policy statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the consequences of any such action by an employee;

Establishing an ongoing drug-free awareness program to inform employees of the dangers of drug abuse in the workplace, the subArchitect's policy of maintaining a drug-free workplace, the availability of counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed on employees for drug violations in the workplace;

Providing each employee with a copy of the subArchitect's policy statement;

Notifying the employees in the subArchitect's policy statement that as a condition of employment under this subcontract, employees shall abide by the terms of the policy statement and notifying the subcontractor in writing within five days after any conviction for a violation by the employee of a criminal drug abuse statute in the workplace;

Notifying the City within ten (10) days of the subArchitect's receipt of a notice of a conviction of any employee; and,

Taking appropriate personnel action against an employee convicted of violating a criminal drug statute or requires such employee to participate in a drug abuse assistance or rehabilitation program.

Name of Organization/Architect(s):

Home Run Construction LLC

Signature of Authorized Representative:

Joseph H.

Date: 12-16-24

ATTACHMENT F
QUALIFICATIONS & REFERENCE SHEET

Please Complete and Return This Form with the bid

The Architect shall furnish, with the RFQ, the following information, for at least three (3) recent references to whom products and/or services have been provided that are similar to those required by this RFQ.

1. Company's Name City of Mesquite - Latimore Park
Name of Contact Robert Blankenship
Title of Contact Project Manager
Present Address 1148 N. Bryan ST
City, State, Zip Code Mesquite, TX
Telephone Number (972) 216-6413 Fax Number ()

2. Company's Name City of Kaufman - Shannon Park
Name of Contact Tim Hopwood
Title of Contact Project Manager
Present Address 150 Edo ST
City, State, Zip Code Kaufman, TX 75142
Telephone Number (972) 835-3123 Fax Number ()

3. Company's Name Kraftsman Commercial Playgrounds & Water Parks
Name of Contact Ken Whitlow
Title of Contact Project Manager
Present Address 19535 Hauke Road
City, State, Zip Code Spring, TX 77388
Telephone Number (214) 632-1625 Fax Number ()

ATTACHMENT G
OFFICIAL PROPOSAL FORM and CERTIFICATION
FOR TOWN OF TROPHY CLUB, TEXAS

This certification must be submitted with the proposal.

Honorable Mayor and Town Council Members:

The undersigned hereby proposes to furnish and deliver FOB destination point as listed on individual Purchase Orders:

The line items listed in accordance with the Net Prices and other conditions shown herein, and in accordance with the Town's Specifications and General Terms and Condition Specifications. When issued, Letters of Clarification shall automatically become part of this Proposal document and shall supersede any previous specifications or provisions in conflict with the Letters of Clarification. It is the responsibility of the Proposer to ensure that it has obtained such letters. By submitting a Proposal on this project, Proposer shall be deemed to have received all Letters of Clarification and to have incorporated them into its Proposal. THE MANUFACTURER'S NAME, PRODUCT NAME AND PRODUCT NUMBER SHOULD BE DESIGNATED IN OFFERER'S NOTES, EVEN IF PROPOSALING AS SPECIFIED.

The Town may accept this Proposal offer by issuance of a Notice of Award Letter and/or a Purchase Order covering award of said Proposal to this Proposer at any time on or before the 120th day following the day this Official Proposal Form is opened by the Town. This offer shall be irrevocable for 120 days after Proposal opening, or for 90 days after Town Council awards the Proposal, whichever comes last, but this period may be extended by written agreement of the parties.

THIS PROPOSER IS AND REPRESENTS THAT IT IS AN EQUAL OPPORTUNITY EMPLOYER

The undersigned hereby offers to furnish and deliver the goods and/or services as specified at the prices and terms herein stated and in accordance with the Invitation to Proposal, Clarification Letters, and General Terms and Condition Specifications, all of which are made a part of this offer.

All pages of Town of Trophy Club's form, including but not limited to the General Terms and Conditions, Specifications and page one of this Proposal invitation are incorporated by reference into this Proposal for all purposes.

**NOTICE TO ALL NEW ARCHITECTS WHO HAVE NOT
CONDUCTED BUSINESS WITH THE TOWN OF TROPHY CLUB
FEDERAL FORM W9 REQUIREMENT:**

The "Request for Taxpayer Identification Number and Certification" Federal Form W-9 should be filled out and returned with your proposal. This form is available from any Federal Office or from The Town of Trophy Club's Finance Office and has not been included as part of this Proposal package. The form should be mailed to The Town of Trophy Club, Finance Department, 1 Trophy Wood Drive, Trophy Club, Tx 76262

This form is **REQUIRED** to be on file **BEFORE** we can conduct any business with any Architect. Submitting this form will assist us in setting your company up as a certified Architect of The Town of Trophy Club.

PROPOSERS CERTIFICATION:

I, the undersigned, by signing the following statement agree that I have read and understand all of the terms and conditions, specifications, and requirements contained on each page of this Invitation to Proposal. I also understand that if this proposal is accepted by The Town of Trophy Club that all of the terms and conditions, specifications, and requirements submitted in my proposal and any additions, changes, or deletions made during negotiations will be made a part of this proposal under a binding contract between my company and The Town of Trophy Club, Texas. I also certify that this proposal is made without previous understanding, agreement, or connection with any person, firm, or corporation making a proposal for the same materials, and is in all fair and without collusion or fraud:

OUR company is a (Check One):

Corporation ☒ (The Proposal MUST be signed by an Officer of the company)
Partnership ☐ (The Proposal MUST be signed by a General Partner)
Joint Venture ☐ (The Proposal MUST be signed by an Officer of the company)
Sole Proprietor ☐ (The Proposal MUST be signed by the Owner)

Is the company a small, minority, or woman-owned business enterprise?

MBE ☐ WBE ☐ SBE ☐

Has the company been certified as a SMWBE by any governmental agency?

Yes ☐ No ☒

If yes, specify the governmental agency: _____

Date of certification: _____

ADDENDUMS:

The Proposer acknowledges receipt of the following Addenda: (If you have not received any Addenda then write NONE across the blanks). If you have received Addenda then write beside the appropriate Addenda number the date received. ALL ADDENDA RECEIVED SHOULD BE ATTACHED TO THE PROPOSAL.

ADDENDUM # 1 12-11-24

ADDENDUM # 2 _____

ADDENDUM # 3 _____

COMPANY NAME: Homerun Construction LLC

COMPANY ADDRESS: P.O. Box 1479

CITY/STATE/ZIP: Midlothian, TX 76065

COMPANY REPRESENTATIVE
NAME: Joseph Yentes

TELEPHONE #: 972-765-1256 FAX#: _____

EMAIL: joc@homerunllc.onmicrosoft.com

SIGNATURE: Joseph Yentes

DATE: 12-16-24

Addendum No. 1

RFP No. PR2024-04 – Trophy Club Parks and Recreation – Dedicated Pickleball Courts at Harmony Park

Date Issued: December 11, 2024

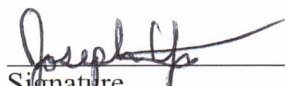
Purpose:

This addendum is issued to modify the original RFP documents as follows:

1. A performance bond and a payment bond will be required for this Project, each in the full (100%) amount of the contract price in accordance with Texas Gov't Code Ch. 2253. A maintenance bond will also be required for this Project in the full (100%) amount of the contract price for two (2) years after (100%) Final Completion of the Project.
2. In accordance with Texas Gov't Code Ch. 2258, the minimum prevailing wage rates established by the Town for this Project are attached to this Addendum as **Exhibit A**.
3. Pursuant to Texas Local Gov't Code Ch. 252, the contract will be awarded to the lowest (responsive) responsible bidder/proposer. The Town's standard construction contract and performance, payment, and maintenance bond forms for this Project will be provided to the lowest (responsive) responsible bidder/proposer prior to recommendation for approval by the Town Council.

Acknowledgment:

By signing below, the respondent acknowledges receipt of this addendum and agrees to the modifications herein.



Signature
12-16-24

Date

Contact Information:

For further questions, please contact:

Email: April Duvall, Director of Finance, aduvall@trophyclub.org

Phone: (682) 237-2914

Exhibit A

Minimum Prevailing Wage Rates

Company Info for Home Run Construction LLC

Home Run Construction LLC was founded by Joseph Yentes on June 8th, 2020. Mr. Yentes has over 20 years' experience working in the construction industry. For the last 14 years he has helped manage a wide variety of municipality projects in the capacity of a GC or Construction Manager at Risk with Dean Construction INC. While employed by the firm he was a project manager, estimator, superintendent and handled all acquisitions for acquiring CMAR projects. Firm's annual revenue exceeded \$20,000,000.00. The previous firm never failed to complete a project on time and within budget with the help of Mr. Yentes.

He brings the same work ethic to Home Run Construction. One of the advantages of Home Run Construction is that the company does not look for change orders and tries to avoid them when possible.

Mr. Yentes can self-perform most aspects of the jobsite, like earthwork, paving, sidewalks, turf establishment, fine grading, site amenities, handrails, signage and erosion control. He also has a list of approved subcontractors with over ten years of past work history on previous projects.

Home Run Construction has limited work history, but Mr. Yentes has completed over 80 projects with municipalities throughout the DFW area and brings this knowledge to Home Run Construction. Feel free to contact James Williams, landscape architect with Parkhill, for any references or questions you may have. Office 817-649-3216, Mobile 817-751-0532

Completed Project:

Waxahachie Senior Center
Earthwork & Sidewalk
Total Cost of Work \$4,960.00
Contact: John Smith at 469-309-4280

City of Waxahachie - Parks Department
Demo, subgrade prep and flatwork
Total Cost of Work \$4,765.00
Contact: Gumaro Martinez at 214-903-3676

City of Anna – Parks Department
Earthwork, fence, dugouts and turf
Total Cost of Work \$82,000.00
Contact: Matt Lewis at 214-831-5384

City of Anna – Parks Department
Demo existing 4' chain-link and install 12' chain-link
Total Cost of Work \$8,494.00
Contact: Matt Lewis at 214-831-5384

Company Info for Home Run Construction LLC

City of Cedar Hill – Parks Department

Install 400' of vinyl fence

Total Cost of Work \$13,912.38

Contact: Josh McLerran at 972-291-5130 ext 2846

City of Hurst

Handrails at City Hall

Total Cost of Work \$1,402.98

Contact: Eric Starnes at estarnes@hursttx.gov

Downtown Revitalization – City of Grandview

Parking lot, light poles and landscape

Project amount: \$312,000

Contact: David Henley

Email: dhenley@grandviewpd.com

Phone: 817-866-2699

Duck Creek Park Improvements – City of Garland

Sidewalk, pedestrian bridges, abutments and landscape

Project amount: \$443,000

Contact: Mark Ellender

Email: mellender@garlandtx.gov

Phone: 972-205-2897

Clay Mathis Park – Parking Lot Expansion

Demo, Excavation, Select fill, Parking lot and Striping

Project Amount: \$31,268.00

Contact: Robert Blankenship

Email: rblanken@cityofmesquite.com

Phone: 972-216-6413

Citizens Transfer Station – City of Cleburne

Paving, Wall, Handrails, Shade Canopy and Bollards

Project Amount: \$338,737.00

Contact: Laura Melton

Email: Laura.Melton@Cleburne.net

Phone: 817-357-4460

Latimore Park – Mesquite, TX

Basketball court, fence, sidewalk, utilities, electrical, sod and irrigation

Project amount: \$ 328,822.00

Contact: Robert Blankenship

Email: rblanken@cityofmesquite.com

Phone: 972-216-6413

Company Info for Home Run Construction LLC

Various Parking Lots – City of Garland

Paving, Dumpster Enclosure, Fence, Turf and Irrigation

Project Amount: \$3,044,516.00

Contact: Mrutyunjay Bhavanam (MJ)

Email: MBhavanam.aecom@garlandtx.com

Phone: 405-802-1957

Shannon Park – City of Kaufman

Paving, basketball court, shade structure, trail, utilities, electrical, sod and irrigation

Project Amount: \$2,555,532.00

Contact: Tim Hopwood

Email: thopwood@kaufmantx.org

Phone: 972-835-3123

Clark Park – City of Burleson

Paving, Irrigation, Sidewalk, Sod and Decomposed Granite

Project Amount: \$194,424.40

Contact: David Lopez

Email: dlopez@burlesontx.com

Phone: 817-426-9297

Oak Valley Park North

Paving, Sidewalk, Irrigation and sod

Project Amount: \$153,949.40

Contact: Daniel Shafer

Email: dshafer@burlesontx.com

Phone: 817-426-9291

Rose Park Phase 1A Roadway & Parking

Earthwork, Demo, Paving, Sidewalks, Landscape, Irrigation and Turf

Project Amount: \$1,566,576.02

Contact: Garrett Smith

Email: garrett.smith@mansfieldtexas.gov

Phone: 972-938-6770

FCP Field Improvements

Earthwork, Demo, Sidewalk, Paving, Pavilion, Retaining Wall, Lighting, Irrigation and Turf

99% Completed

Project Amount: \$2,679,294.00

Contact: James Williams

Email: jwilliams@parkhill.com

Phone: 817-633-0411

Company Info for Home Run Construction LLC

Equipment List

Kubota SVL-75

Bobcat T770

Bobcat T740

Caterpillar 289C

Bobcat E35

Subcontractors for this project will be :

Holveck Excavating

Nema 3 Electric

T-Bar Fence for Court surfacing – Randy Ward has 25 plus years as a court builder



**PURCHASING AND CONTRACTING DEPARTMENT
REQUEST FOR PROPOSALS (RFP)**

For

Town of Trophy Club Parks and Recreation Dedicated Pickleball Courts at Harmony Park

RFP No. PR2024-04

Issue Date: November 14, 2024

BID SUBMISSION DEADLINE:

December 16, at 4:00 pm

NO LATE BIDS SHALL BE ACCEPTED

<u>RESPONSES SHALL BE DELIVERED TO:</u> Town of Trophy Club 1 Trophy Wood Drive Trophy Club, TX 76262	<u>RESPONSES SHALL BE MAILED TO:</u> Town of Trophy Club Finance Department 1 Trophy Wood Drive Trophy Club, TX 76262
Public RFP Opening will be held: December 16 at 4:00 PM CST Meeting will be at Town Hall at 1 Trophy Wood Drive, Trophy Club, TX 76262 ***** FOR ADDITIONAL INFORMATION REGARDING THIS RFQ PLEASE CONTACT: April Duvall Director of Finance aduvall@trophyclub.org ***** BIDDERS MUST RETURN THIS COMPLETED COVER SHEET ALONG WITH THE BIDDER'S RESPONSE: April Duvall Director of Finance aduvall@trophyclub.org 1 Trophy Wood Drive Trophy Club, TX 76262	NAME AND ADDRESS OF COMPANY SUBMITTING BID: _____ _____ _____ _____ _____ Contact Person: _____ Title: _____ Phone: () _____ Fax: () _____ Email: _____ Signature: _____ Printed Name: _____
Shall contract be available for Cooperative Contract use? (See Section 25, page 9) Yes ___ No ___	

Acknowledgment of Addenda: #1 _____ #2 _____ #3 _____ #4 _____ #5 _____

Parks and Recreation Dedicated Pickleball Courts at Harmony Park REQUEST FOR Proposals

The Town of Trophy Club, Texas is issuing this RFP (Request for Proposals) to contract with a qualified Contractor to construct the Dedicated Pickleball Courts (“Project”) that will be located at Harmony Park. Through this Request for Proposals (“RFP”) the Town is seeking Responses from interested and qualified Contractors.

The Request for Proposals (RFP) provides complete information on the services being sought, the submittal requirements, and timeline. Copies of the RFP may be obtained from the Town Website via <https://www.trophyclub.org/Bids.aspx> and on the Town open bid registry.

SUBMISSION OF PROPOSALS

- 1.1 One (1) original, five (2) copies, and one (1) USB flash drive of all proposal documents shall be submitted in sealed packages. Proposer’s name and address should be marked on the outside of the envelope. Facsimile transmittals or offers communicated by telephone will not be accepted or considered. Submittal information that is not submitted in sealed packages will not be considered.
- 1.2 **Mail or Deliver Sealed Responses to the Following Address:**
April Duvall
Director of Finance
aduvall@trophyclub.org
1 Trophy Wood Drive
Trophy Club, TX 76262

Submittals must be received by 4:00 PM CST on December 16, 2024, and shall be publicly opened and read aloud on December 16, 2024 at 4:05 PM CST. The submitting Bidder is responsible for the means of delivering the Bids to the location listed in paragraph 1.2 on time. Delays due to any instrumentality used to transmit the Bids, including delays occasioned by the Bidder or the Town of Trophy Club’s internal mailing system, will be the responsibility of the Bidder. Bids must be completed and delivered in sufficient time to avoid disqualification for lateness due to difficulties in delivery. Late Bids will not be accepted under any circumstances.

Responses must be prepared in conformance with the guidelines described in this RFP. Responses received after the deadline will not be considered.

This RFP does not obligate the Town of Trophy Club to pay any cost incurred by respondents in the preparation and submission of a response. Furthermore, a response to the RFP does not obligate the Town of Trophy Club to accept or contract for any expressed or implied services. The Town of Trophy Club reserves the right to reject any and all submittals for any reason. Town of Trophy Club is committed to a program of equal employment opportunity regardless of race, color, creed, sex, age, nationality or disability.

PROJECT DESCRIPTION/ SCOPE:

This project includes the construction of (6) Dedicated Pickleball Courts with associated amenities, including court surfacing, nets, perimeter and divider fencing, court lighting, seating and shade structures. The existing basketball court and bocce ball courts will be demolished and relocated for the construction of the pickleball courts. Site grading exercises will be required to allow for the construction of the amenities mentioned previously. Sidewalks will be demolished and relocated per the relocation of the previous stated site amenities. Retaining walls will be required along the pickleball courts, basketball court and bocce ball courts. Existing trees that conflict with the proposed construction will be removed from the site. Existing trees not in conflict will be preserved and protected.

QUALIFICATIONS OF SUBMITTING FIRM

1. Contractor and sub-contractor must be registered with the Town of Trophy Club or become registered within 30 days of notice of award.
2. Contractor must be in business for 10 years under the same company name.
3. Contractor must provide (3) references of previous, separate contracts containing athletic court surfacing.

Insurance Requirements: The contractor shall furnish the Town of Trophy Club with a Certificate of Liability Insurance showing satisfactory proof of insurance required hereunder and such insurance shall be approved by the Town prior to the Architect and any Subcontractor of the Architect commencing any services under this agreement. The Town of Trophy Club shall be the certificate holder and shall be named as an Additional Insured.

TYPE OF INSURANCE	AMOUNT OF INSURANCE	PROVISIONS
Workers' Compensation Employers' Liability	Statutory Limits \$100,000 per occurrence	Town to be provided a <u>WAIVER OF SUBROGATION</u> <u>AND PROVIDED 30 DAY</u> <u>NOTICE OF</u> <u>CANCELLATION</u> or material change in coverage. Insurance Company must be A-rated or above.
Commercial General (Public) Liability to include coverage for: a. Premises/Operations b. Products/Completed Operations c. Independent Contractors d. Personal Injury e. Contractual Liability	Bodily Injury - \$250,000 per person, \$1,000,000 per occurrence; Property Damage - \$100,000 per occurrence -OR- Combined single limit of \$1,000,000	Town to be listed as <u>ADDITIONAL INSURED</u> <u>AND PROVIDED 30 DAY</u> <u>NOTICE OF</u> <u>CANCELLATION</u> or material change in coverage. Insurance Company must be A-rated or above.
Business Auto Liability to include coverage for: a. Owned/Leased vehicles	Bodily Injury - \$250,000 per person, \$500,000 per occurrence;	Town to be listed as <u>ADDITIONAL INSURED</u> <u>AND PROVIDED 30 DAY</u>

b. Non-owned vehicles c. Hired vehicles	Property Damage - \$100,000 per occurrence -OR- Combined simple limit of \$1,000,000	<u>NOTICE OF CANCELLATION</u> or material change in coverage. Insurance Company must be A-rated or above.
--	---	--

SCHEDULE

The following is a Preliminary Schedule (subject to change):

RFP Advertisement Issued	November 14, 2024
Receipt of RFP Questions	December 1, 2024 by 4:00 PM CST
Site Tour	December 2, 2024 at 12:00 PM CST
Receive RFP Packages	December 16, 2024 by 4:00 PM CST
RFP Opening	December 16, 2024 at 4:05 PM (Trophy Club Town Hall)
Town Board Awards Contract	January 13, 2025

Pre-Submission Meeting and Site Tour:

The Town will hold a pre-submission meeting with site tour in order to fully acquaint Respondents with the unique needs of the Town and invite feedback regarding the RFP. The pre-submission meeting will be held on Monday, December 2, 2024 at 12:00 PM CST. To participate, requests should be made to: cellis@Trophyclub.org.

Attendance at the pre-submission meeting is highly encouraged but not mandatory.

ATTACHMENT A
CONFLICT OF INTEREST DISCLOSURE REQUIREMENT

Pursuant to Chapter 176 of the Local Government Code, any person or agent of a person who contracts or seeks to contract for the sale or purchase of property, goods, or services with a local governmental entity (i.e., The Town of Trophy Club) must disclose in the Questionnaire Form CIQ ("Questionnaire") the person's affiliation or business relationship that might cause a conflict of interest with the local governmental entity. By law, the Questionnaire must be filed with the Town's City Secretary no later than seven days after the date the person begins contract discussions or negotiations with the Town, or submits an application or response to a Request for Statement of Qualifications or bids, correspondence, or another writing related to a potential Contract with the Town. Updated Questionnaires must be filed in conformance with Chapter 176.

A copy of the Questionnaire Form CIQ is enclosed with the submittal documents. The form is also available at <http://www.ethics.state.tx.us/forms/CIQ.pdf>.

Questions about compliance shall be directed to the bidder's or Bidder's own legal counsel. Compliance is the individual responsibility of each person or agent of a person who is subject to the filing requirement. An offense under Chapter 176 is a Class C misdemeanor.

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ**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 governmental 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.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.**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 interest 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_____
Signature of vendor doing business with the governmental entity_____
Date

Adopted 8/7/2015

ATTACHMENT B
BUSINESS INFORMATION FORM

Complete Legal Name of Business

(Address) _____

(City/State/ZIP) _____

Form of Business Entity (check one)

- ☐ Texas corporation ☐ Texas non-profit corporation
- ☐ Out-of-State corporation ☐ Texas professional corporation

_____ state of incorporation
(check one) _____ profit _____ non-profit

- ☐ Texas general partnership ☐ Texas limited partnership
- ☐ Out-of-State partnership

_____ state where partnership is legally registered

- ☐ Individual doing business as _____
- ☐ Texas limited liability company
- ☐ Other (describe) _____

List the full name of each Officer of the Company:

PRESIDENT: _____

VICE PRESIDENT: _____

SECRETARY: _____

TREASURER: _____

Who is legally authorized to sign and execute contracts? _____

Who, if anyone, is required to witness contract signatures? _____

ATTACHMENT C
Town of Trophy Club
INSURANCE REQUIREMENT AFFIDAVIT

To Be Completed By Insurance Agent/Broker and Responder

I, the undersigned Agent/Broker, reviewed the insurance requirement contained in this bid document. If the Bidder shown below is awarded this contract by the Town of Trophy Club, I will be able to, within fifteen (15) days of notification of such award, furnish a valid insurance certificate to the Town of Trophy Club meeting all of the insurance requirements in this bid.

Insurance Coverage Reviewed: _____

Agent's Name: _____

Agency Name: _____

Address: _____

City/State/ZIP: _____

Telephone No: () _____ Fax No: () _____

Bidder's Name and Company: _____

Project/Bid No. and Title: _____

Insurance Agent/Broker Signature: _____ Date: _____

By submitting a bid and signing below I affirm the following: I am aware of all costs to provide the required insurance, will do so pending contract award, and will provide a valid insurance certificate meeting all requirements within fifteen days of notification of award.

If the above fifteen-day requirement is not met, the Town of Trophy Club has the right to reject this bid and award the contract to the next lowest bidder meeting specifications. If you have any questions concerning these requirements, please contact the Finance Director at (682)237-2914.

Bidder's Signature: _____ Date: _____

ATTACHMENT D
HB 89 Form

Effective September 1, 2017, House Bill 89 Prohibition on Contracts with Companies Boycotting Israel states that a state agency and a political subdivision (which includes a city) may not enter a contract with a company for goods or services unless the contract contains a **written verification** from the company that; (i) it does not Boycott Israel; and (ii) will not Boycott Israel during the term of the contract.

“Boycott Israel” is defined to mean 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.

“Company” is defined to mean a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit.

To Be Completed By Vendor:

"I, _____(Name of certifying official), the _____ (title or position of certifying official) of _____(name of company), does hereby verify on behalf of said company to the City that said company does not Boycott Israel and will not Boycott Israel (as that term is defined in Texas Government Code Section 808.001) during the term of this contract.

Signature of Certifying Official

Title:

Date:

ATTACHMENT E
DRUG-FREE WORKPLACE CERTIFICATION

The _____ (company name) will provide a Drug Free Work Place in compliance with the Drug Free Work Place Act of 1988. The unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited on the premise of the _____ (company name) or any of its facilities. Any employee who violates this prohibition will be subject to disciplinary action up to and including termination. All employees, as a condition of employment, will comply with this policy.

CERTIFICATION REGARDING DRUG-FREE WORKPLACE

The undersigned subcontractor certifies it will provide a drug-free workplace by:

Publishing a policy statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the consequences of any such action by an employee;

Establishing an ongoing drug-free awareness program to inform employees of the dangers of drug abuse in the workplace, the subArchitect's policy of maintaining a drug-free workplace, the availability of counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed on employees for drug violations in the workplace;

Providing each employee with a copy of the subArchitect's policy statement;

Notifying the employees in the subArchitect's policy statement that as a condition of employment under this subcontract, employees shall abide by the terms of the policy statement and notifying the subcontractor in writing within five days after any conviction for a violation by the employee of a criminal drug abuse statute in the workplace;

Notifying the City within ten (10) days of the subArchitect's receipt of a notice of a conviction of any employee; and,

Taking appropriate personnel action against an employee convicted of violating a criminal drug statute or requires such employee to participate in a drug abuse assistance or rehabilitation program.

Name of Organization/Architect(s):

Signature of Authorized Representative:

Date: _____

ATTACHMENT F
QUALIFICATIONS & REFERENCE SHEET

Please Complete and Return This Form with the bid

The Architect shall furnish, with the RFQ, the following information, for at least three (3) recent references to whom products and/or services have been provided that are similar to those required by this RFQ.

1. Company's Name _____
 Name of Contact _____
 Title of Contact _____
 Present Address _____
 City, State, Zip Code _____
 Telephone Number () Fax Number () _____

2. Company's Name _____
 Name of Contact _____
 Title of Contact _____
 Present Address _____
 City, State, Zip Code _____
 Telephone Number () Fax Number () _____

3. Company's Name _____
 Name of Contact _____
 Title of Contact _____
 Present Address _____
 City, State, Zip Code _____
 Telephone Number () Fax Number () _____

ATTACHMENT G
OFFICIAL PROPOSAL FORM and CERTIFICATION
FOR TOWN OF TROPHY CLUB, TEXAS

This certification must be submitted with the proposal.

Honorable Mayor and Town Council Members:

The undersigned hereby proposes to furnish and deliver FOB destination point as listed on individual Purchase Orders:

The line items listed in accordance with the Net Prices and other conditions shown herein, and in accordance with the Town's Specifications and General Terms and Condition Specifications. When issued, Letters of Clarification shall automatically become part of this Proposal document and shall supersede any previous specifications or provisions in conflict with the Letters of Clarification. It is the responsibility of the Proposer to ensure that it has obtained such letters. By submitting a Proposal on this project, Proposer shall be deemed to have received all Letters of Clarification and to have incorporated them into its Proposal. THE MANUFACTURER'S NAME, PRODUCT NAME AND PRODUCT NUMBER SHOULD BE DESIGNATED IN OFFERER'S NOTES, EVEN IF PROPOSALDING AS SPECIFIED.

The Town may accept this Proposal offer by issuance of a Notice of Award Letter and/or a Purchase Order covering award of said Proposal to this Proposer at any time on or before the 120th day following the day this Official Proposal Form is opened by the Town. This offer shall be irrevocable for 120 days after Proposal opening, or for 90 days after Town Council awards the Proposal, whichever comes last, but this period may be extended by written agreement of the parties.

THIS PROPOSER IS AND REPRESENTS THAT IT IS AN EQUAL OPPORTUNITY EMPLOYER

The undersigned hereby offers to furnish and deliver the goods and/or services as specified at the prices and terms herein stated and in accordance with the Invitation to Proposal, Clarification Letters, and General Terms and Condition Specifications, all of which are made a part of this offer.

All pages of Town of Trophy Club's form, including but not limited to the General Terms and Conditions, Specifications and page one of this Proposal invitation are incorporated by reference into this Proposal for all purposes.

**NOTICE TO ALL NEW ARCHITECTS WHO HAVE NOT
CONDUCTED BUSINESS WITH THE TOWN OF TROPHY CLUB
FEDERAL FORM W9 REQUIREMENT:**

The "Request for Taxpayer Identification Number and Certification" Federal Form W-9 should be filled out and returned with your proposal. This form is available from any Federal Office or from The Town of Trophy Club's Finance Office and has not been included as part of this Proposal package. The form should be mailed to The Town of Trophy Club, Finance Department, 1 Trophy Wood Drive, Trophy Club, Tx 76262

This form is **REQUIRED** to be on file **BEFORE** we can conduct any business with any Architect. Submitting this form will assist us in setting your company up as a certified Architect of The Town of Trophy Club.

PROPOSERS CERTIFICATION:

I, the undersigned, by signing the following statement agree that I have read and understand all of the terms and conditions, specifications, and requirements contained on each page of this Invitation to Proposal. I also understand that if this proposal is accepted by The Town of Trophy Club that all of the terms and conditions, specifications, and requirements submitted in my proposal and any additions, changes, or deletions made during negotiations will be made a part of this proposal under a binding contract between my company and The Town of Trophy Club, Texas. I also certify that this proposal is made without previous understanding, agreement, or connection with any person, firm, or corporation making a proposal for the same materials, and is in all fair and without collusion or fraud:

OUR company is a (Check One):

Corporation _____ (The Proposal MUST be signed by an Officer of the company)
Partnership _____ (The Proposal MUST be signed by a General Partner)
Joint Venture _____ (The Proposal MUST be signed by an Officer of the company)
Sole Proprietor _____ (The Proposal MUST be signed by the Owner)

Is the company a small, minority, or woman-owned business enterprise?

MBE _____ WBE _____ SBE _____

Has the company been certified as a SMWBE by any governmental agency?

Yes _____ No _____

If yes, specify the governmental agency: _____

Date of certification: _____

ADDENDUMS:

The Proposer acknowledges receipt of the following Addenda: (If you have not received any Addenda then write NONE across the blanks). If you have received Addenda then write beside the appropriate Addenda number the date received. ALL ADDENDA RECEIVED SHOULD BE ATTACHED TO THE PROPOSAL.

ADDENDUM # 1 _____

ADDENDUM # 2 _____

ADDENDUM # 3 _____

COMPANY NAME: _____

COMPANY ADDRESS: _____

CITY/STATE/ZIP: _____

COMPANY REPRESENTATIVE
NAME: _____

TELEPHONE #: _____ FAX#: _____

EMAIL: _____

SIGNATURE: _____

DATE: _____

Project Manual

Dedicated Pickleball Courts

Harmony Park

699 Indian Creek Dr, Trophy Club, TX 76262

Project No.

TTC24001

Date

November 14, 2024



MCADAMS
TBPE: 19762



11/14/2024



MCADAMS

4400 State Highway 121
Suite 800
Lewisville, TX 75057
972. 436. 9712
www.mcadamsco.com



TROPHY CLUB

1 Trophy Wood Drive
Trophy Club, TX 76262
682. 237. 2960
www.trophyclub.org

Volume 1 of 1

Division 00-14

DOCUMENT 00 01 10

TABLE OF CONTENTS

INDEX OF ISSUES

Construction Documents..... 08 November 2024

NUMBER	NAME	ISSUE DATE	REVISED DATE
---------------	-------------	-------------------	---------------------

INTRODUCTORY INFORMATION

00 01 10	Table of Contents.....	08 Nov 2024	
----------	------------------------	-------------	--

DIVISION 01 – GENERAL REQUIREMENTS

01 10 00	Summary.....	14 Nov 2024	
01 22 00	Unit Prices.....	14 Nov 2024	
01 25 00	Substitution Procedures.....	14 Nov 2024	
01 26 00	Contract Modification Procedures.....	14 Nov 2024	
01 29 00	Payment Procedures.....	14 Nov 2024	
01 31 00	Project Management and Coordination.....	14 Nov 2024	
01 32 00	Construction Progress Documentation.....	14 Nov 2024	
01 32 33	Photographic Documentation.....	14 Nov 2024	
01 33 00	Submittal Procedures.....	14 Nov 2024	
01 35 16	Alteration Project Procedures.....	14 Nov 2024	
01 40 00	Quality Requirements.....	14 Nov 2024	
01 42 00	References.....	14 Nov 2024	
01 50 00	Temporary Facilities and Controls.....	14 Nov 2024	
01 56 39	Temporary Tree and Plant Protection.....	14 Nov 2024	
01 57 13	Temporary Erosion Control and Sediment Control.....	14 Nov 2024	
01 60 00	Product Requirements.....	14 Nov 2024	
01 73 00	Execution.....	14 Nov 2024	
01 74 19	Construction Waste Management and Disposal.....	14 Nov 2024	
01 77 00	Closeout Procedures.....	14 Nov 2024	
01 78 23	Operation and Maintenance Data.....	14 Nov 2024	
01 78 39	Project Record Documents.....	14 Nov 2024	

DIVISION 02 –Not Used

DIVISION 03 – 10 Not Used

DIVISION 11 – EQUIPMENT

11 66 00	Athletic Equipment – Pickleball Net.....	14 Nov 2024	
11 66 00	Athletic Equipment – Pickleball Posts.....	14 Nov 2024	

DIVISION 12 –Not Used

DIVISION 13 – 30 Not Used

DIVISION 31 – EARTHWORK

31 10 00	Site Preparation.....	14 Nov 2024	
31 20 00	Earth Moving.....	14 Nov 2024	
31 23 13	Subgrade Preparation.....	14 Nov 2024	
31 23 34	Excavation and Backfill for Conduits.....	14 Nov 2024	

DIVISION 32 – EXTERIOR IMPROVEMENTS

32 13 13	Portland Cement Concrete Paving.....	14 Nov 2024	
32 18 23.53	Pickleball Court Surfacing System.....	14 Nov 2024	
32 20 00	Sidewalks and Driveway Approaches.....	14 Nov 2024	
32 31 13	Chain Link Fences and Gates.....	14 Nov 2024	
32 84 00	Planting Irrigation.....	14 Nov 2024	
32 91 15	Soil Preparation.....	14 Nov 2024	

TABLE OF CONTENTS

00 01 10 - 1

32 92 00 Turf and Grasses..... 14 Nov 2024

DIVISION 33 – UTILITIES

33 41 00 Storm Sewer Line Installation..... 14 Nov 2024

DIVISION 34 – 49 Not Used

END OF SECTION

SECTION 01 10 00

SUMMARY

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Project information.
2. Work covered by Contract Documents.
3. Access to site.
4. Work restrictions.
5. Specification and drawing conventions.
6. Miscellaneous provisions.

B. Related Requirements:

1. Section 015000 "Temporary Facilities and Controls" for limitations and procedures governing temporary use of Owner's facilities.

1.2 PROJECT INFORMATION

A. Project Identification: Town of Trophy Dedicated Pickleball Courts.

1. Project Location: Harmony Park – 699 Indian Creek Dr, Trophy Club, TX 76262.

B. Owner: Town of Trophy Club – 1 Trophy Wood Dr, Trophy Club, TX 76262.

1. Owner's Representative: Chase Ellis, Director of Parks and Recreation, cellis@trophyclub.org.

C. Landscape Architect/Engineer: McAdams – Megan Hatcher, RLA, mhatcher@mcadamsco.com, Justin Lansdowne, PE, jlansdowne@mcadamsco.com.

D. Construction Manager: McAdams – Dylan Stubbs, Construction Administrator, dstubbs@mcadamsco.com

1.3 WORK COVERED BY CONTRACT DOCUMENTS

A. The Work of Project is defined by the Contract Documents and consists of the following:

1. This project includes the construction of (6) Dedicated Pickleball Courts with associated amenities, including court surfacing, nets, perimeter and divider fencing, court lighting, seating and shade structures. The existing basketball court and bocce ball courts will be demolished and relocated for the construction of the pickleball courts. Site grading exercises will be required to allow for the construction of the amenities mentioned previously. Sidewalks will be demolished and relocated per the relocation of the previous stated site amenities. Retaining walls will be required along the pickleball courts, basketball court and bocce ball courts. Existing trees that conflict with the proposed construction will be removed from the site. Existing trees not in conflict will be preserved and protected.

B. Type of Contract.

1. Project will be constructed under a single prime contract.

1.4 ACCESS TO SITE

- A. General: Contractor shall have full use of Project site for construction operations during construction period. Contractor's use of Project site is limited only by Owner's right to perform work or to retain other contractors on portions of Project.
- B. General: Contractor shall have limited use of Project site for construction operations as indicated on Drawings by the Contract limits and as indicated by requirements of this Section.
- C. Use of Site: Limit use of Project site to areas within the Contract limits as indicated. Do not disturb portions of Project site beyond areas in which the Work is indicated.
1. Limits: Confine construction operations to areas within the limits of the erosion control fencing per the plans.
 2. Driveways, Walkways and Entrances: Keep driveways and entrances serving premises clear and available to Owner, Owner's employees, and emergency vehicles at all times. Do not use these areas for parking or storage of materials.
 - a. Schedule deliveries to minimize use of driveways and entrances by construction operations.
 - b. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.

1.5 WORK RESTRICTIONS

- A. Work Restrictions, General: Comply with restrictions on construction operations.
1. Comply with limitations on use of public streets and with other requirements of authorities having jurisdiction.
- B. On-Site Work Hours: Limit work on the Site to normal business working hours of 7:00 a.m. to 7:00 p.m., Monday through Friday, unless otherwise indicated.
- C. Existing Utility Interruptions: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after providing temporary utility services according to requirements indicated:
1. Notify Owner not less than two days in advance of proposed utility interruptions.
 2. Obtain Owner's written permission before proceeding with utility interruptions.
- D. Noise, Vibration, and Odors: Coordinate operations that may result in high levels of noise and vibration, odors, or other disruption to Owner occupancy with Owner.
1. Notify Owner not less than two days in advance of proposed disruptive operations.
 2. Obtain Owner's written permission before proceeding with disruptive operations.
- E. Controlled Substances: Use of tobacco products and other controlled substances on Project site is not permitted.

1.6 SPECIFICATION AND DRAWING CONVENTIONS

- A. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:
 - 1. Imperative mood and streamlined language are generally used in the Specifications. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.
 - 2. Specification requirements are to be performed by Contractor unless specifically stated otherwise.
- B. Division 01 General Requirements: Requirements of Sections in Division 01 apply to the Work of all Sections in the Specifications.
- C. Drawing Coordination: Requirements for materials and products identified on Drawings are described in detail in the Specifications. One or more of the following are used on Drawings to identify materials and products:
 - 1. Terminology: Materials and products are identified by the typical generic terms used in the individual Specifications Sections.
 - 2. Abbreviations: Materials and products are identified by abbreviations published as part of the U.S. National CAD Standard and scheduled on Drawings.
 - 3. Keynoting: Materials and products are identified by reference keynotes referencing Specification Section numbers found in this Project Manual.

1.7 MISCELLANEOUS PROVISIONS

- A. None.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

SECTION 01 22 00

UNIT PRICES

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes administrative and procedural requirements for unit prices.
- B. Related Requirements:
 - 1. Section 012600 "Contract Modification Procedures" for procedures for submitting and handling Change Orders.

1.2 DEFINITIONS

- A. Unit price is an amount incorporated in the Agreement, applicable during the duration of the Work as] a price per unit of measurement for materials, equipment, or services, or a portion of the Work, added to or deducted from the Contract Sum by appropriate modification, if the scope of Work or estimated quantities of Work required by the Contract Documents are increased or decreased.

1.3 PROCEDURES

- A. Unit prices include all necessary material, plus cost for delivery, installation, insurance, applicable taxes, overhead, and profit.
- B. Measurement and Payment: See individual Specification Sections for work that requires establishment of unit prices. Methods of measurement and payment for unit prices are specified in those Sections.
- C. Owner reserves the right to reject Contractor's measurement of work-in-place that involves use of established unit prices and to have this work measured, at Owner's expense, by an independent surveyor acceptable to Contractor.
- D. List of Unit Prices: A schedule of unit prices is included in Part 3. Specification Sections referenced in the schedule contain requirements for materials described under each unit price.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 SCHEDULE OF UNIT PRICES

- A. Unit Price No. <Insert unit-price number> - <Insert unit-price item>:
 - 1. Description: <Insert unit-price item description> according to Section <Insert Section number> "<Insert Section title>."
 - 2. Unit of Measurement: <Insert unit of measurement>.

3. Quantity Allowance: Coordinate unit price with allowance adjustment requirements in Section 012100 "Allowances."

END OF SECTION

SECTION 01 25 00

SUBSTITUTION PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes administrative and procedural requirements for substitutions.
- B. Related Requirements:
 - 1. Section 016000 "Product Requirements" for requirements for submitting comparable product submittals for products by listed manufacturers.

1.2 DEFINITIONS

- A. Substitutions: Changes in products, materials, equipment, and methods of construction from those required by the Contract Documents and proposed by Contractor.

1.3 ACTION SUBMITTALS

- A. Substitution Requests: Submit three copies of each request for consideration. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.
 - 1. Substitution Request Form: Use CSI Form 13.1A.
 - 2. Documentation: Show compliance with requirements for substitutions and the following, as applicable:
 - a. Statement indicating why specified product or fabrication or installation cannot be provided, if applicable.
 - b. Coordination information, including a list of changes or revisions needed to other parts of the Work and to construction performed by Owner and separate contractors, that will be necessary to accommodate proposed substitution.
 - c. Detailed comparison of significant qualities of proposed substitution with those of the Work specified. Include annotated copy of applicable Specification Section. Significant qualities may include attributes such as performance, weight, size, durability, visual effect, sustainable design characteristics, warranties, and specific features and requirements indicated. Indicate deviations, if any, from the Work specified.
 - d. Product Data, including drawings and descriptions of products and fabrication and installation procedures.
 - e. Samples, where applicable or requested.
 - f. Certificates and qualification data, where applicable or requested.
 - g. List of similar installations for completed projects with project names and addresses and names and addresses of architects and owners.
 - h. Material test reports from a qualified testing agency indicating and interpreting test results for compliance with requirements indicated.
 - i. Research reports evidencing compliance with building code in effect for Project, from ICC-ES.
 - j. Detailed comparison of Contractor's construction schedule using proposed substitution with products specified for the Work, including effect on the overall Contract Time. If specified

- product or method of construction cannot be provided within the Contract Time, include letter from manufacturer, on manufacturer's letterhead, stating date of receipt of purchase order, lack of availability, or delays in delivery.
 - k. Cost information, including a proposal of change, if any, in the Contract Sum.
 - l. Contractor's certification that proposed substitution complies with requirements in the Contract Documents except as indicated in substitution request, is compatible with related materials, and is appropriate for applications indicated.
 - m. Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of failure of proposed substitution to produce indicated results.
- 3. Architect's Action: If necessary, Architect will request additional information or documentation for evaluation within seven days of receipt of a request for substitution. Architect will notify Contractor through Construction Manager of acceptance or rejection of proposed substitution within 15 days of receipt of request, or seven days of receipt of additional information or documentation, whichever is later.
 - a. Forms of Acceptance: Change Order, Construction Change Directive, or Architect's Supplemental Instructions for minor changes in the Work.
 - b. Use product specified if Architect does not issue a decision on use of a proposed substitution within time allocated.

1.4 QUALITY ASSURANCE

- A. Compatibility of Substitutions: Investigate and document compatibility of proposed substitution with related products and materials. Engage a qualified testing agency to perform compatibility tests recommended by manufacturers.

PART 2 - PRODUCTS

2.1 SUBSTITUTIONS

- A. Substitutions for Cause: Submit requests for substitution immediately on discovery of need for change, but not later than 15 days prior to time required for preparation and review of related submittals.
 - 1. Conditions: Architect will consider Contractor's request for substitution when the following conditions are satisfied:
 - a. Requested substitution is consistent with the Contract Documents and will produce indicated results.
 - b. Requested substitution will not adversely affect Contractor's construction schedule.
 - c. Requested substitution has received necessary approvals of authorities having jurisdiction.
 - d. Requested substitution is compatible with other portions of the Work.
 - e. Requested substitution has been coordinated with other portions of the Work.
 - f. Requested substitution provides specified warranty.
 - g. If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.
- B. Substitutions for Convenience: Not allowed unless otherwise indicated.
- C. Substitutions for Convenience: Architect will consider requests for substitution if received within 60 days after the Notice of Award.

1. Conditions: Architect will consider Contractor's request for substitution when the following conditions are satisfied:
 - a. Requested substitution offers Owner a substantial advantage in cost, time, energy conservation, or other considerations, after deducting additional responsibilities Owner must assume. Owner's additional responsibilities may include compensation to Architect for redesign and evaluation services, increased cost of other construction by Owner, and similar considerations.
 - b. Requested substitution does not require extensive revisions to the Contract Documents.
 - c. Requested substitution is consistent with the Contract Documents and will produce indicated results.
 - d. Requested substitution will not adversely affect Contractor's construction schedule.
 - e. Requested substitution has received necessary approvals of authorities having jurisdiction.
 - f. Requested substitution is compatible with other portions of the Work.
 - g. Requested substitution has been coordinated with other portions of the Work.
 - h. Requested substitution provides specified warranty.
 - i. If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.

PART 3 - EXECUTION (Not Used)

END OF SECTION

SECTION 01 26 00

CONTRACT MODIFICATION PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes administrative and procedural requirements for handling and processing Contract modifications.

1.2 MINOR CHANGES IN THE WORK

- A. Landscape Architect/Engineer will issue through Construction Manager supplemental instructions authorizing minor changes in the Work, not involving adjustment to the Contract Sum or the Contract Time.

1.3 PROPOSAL REQUESTS

- A. Owner-Initiated Proposal Requests: Construction Manager will issue a detailed description of proposed changes in the Work that may require adjustment to the Contract Sum or the Contract Time. If necessary, the description will include supplemental or revised Drawings and Specifications.
 - 1. Work Change Proposal Requests issued by Landscape Architect/Engineer or Construction Manager are not instructions either to stop work in progress or to execute the proposed change.
 - 2. Within fourteen (14) days after receipt of Proposal Request, submit a quotation estimating cost adjustments to the Contract Sum and the Contract Time necessary to execute the change.
 - a. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
 - b. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
 - c. Include costs of labor and supervision directly attributable to the change.
 - d. Include an updated Contractor's construction schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
- B. Contractor-Initiated Work Change Proposals: If latent or changed conditions require modifications to the Contract, Contractor may initiate a claim by submitting a request for a change to Construction Manager.
 - 1. Include a statement outlining reasons for the change and the effect of the change on the Work. Provide a complete description of the proposed change. Indicate the effect of the proposed change on the Contract Sum and the Contract Time.
 - 2. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
 - 3. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
 - 4. Include costs of labor and supervision directly attributable to the change.
 - 5. Include an updated Contractor's construction schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.

6. Comply with requirements in Section 012500 "Substitution Procedures" if the proposed change requires substitution of one product or system for product or system specified.

1.4 ADMINISTRATIVE CHANGE ORDERS

- A. Allowance Adjustment: See Section 012100 "Allowances" for administrative procedures for preparation of Change Order Proposal for adjusting the Contract Sum to reflect actual costs of allowances.
- B. Unit-Price Adjustment: See Section 012200 "Unit Prices" for administrative procedures for preparation of Change Order Proposal for adjusting the Contract Sum to reflect measured scope of unit-price work.

1.5 CHANGE ORDER PROCEDURES

- A. On Owner's approval of a Work Changes Proposal Request, Construction Manager will issue a Change Order for signatures of Owner and Contractor.

1.6 CONSTRUCTION CHANGE DIRECTIVE

- A. Change Directive: Construction Manager may issue a Change Directive. Change Directive instructs Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order.
 1. Change Directive contains a complete description of change in the Work. It also designates method to be followed to determine change in the Contract Sum or the Contract Time.
- B. Documentation: Maintain detailed records on a time and material basis of work required by the Change Directive.
 1. After completion of change, submit an itemized account and supporting data necessary to substantiate cost and time adjustments to the Contract.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

SECTION 01 29 00

PAYMENT PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes administrative and procedural requirements necessary to prepare and process Applications for Payment.
- B. Related Requirements:
 - 1. Section 01 22 00 "Unit Prices" for administrative requirements governing the use of unit prices.
 - 2. Section 01 26 00 "Contract Modification Procedures" for administrative procedures for handling changes to the Contract.
 - 3. Section 01 32 00 "Construction Progress Documentation" for administrative requirements governing the preparation and submittal of the Contractor's construction schedule.

1.2 SCHEDULE OF VALUES

- A. Coordination: Coordinate preparation of the schedule of values with preparation of Contractor's construction schedule.
 - 1. With other required administrative forms and schedules, including the following:
 - a. Application for Payment forms with continuation sheets.
 - b. Submittal schedule.
 - c. Items required to be indicated as separate activities in Contractor's construction schedule.
 - 2. Submit the schedule of values to through Construction Manager at earliest possible date but no later than seven days before the date scheduled for submittal of initial Applications for Payment.
 - 3. Subschedules for Phased Work: Where the Work is separated into phases requiring separately phased payments, provide subschedules showing values coordinated with each phase of payment.
- B. Format and Content: Use Project Manual table of contents as a guide to establish line items for the schedule of values. Provide at least one line item for each Specification Section.
 - 1. Identification: Include the following Project identification on the schedule of values:
 - a. Project name and location.
 - b. Name of Architect.
 - c. Architect's project number.
 - d. Contractor's name and address.
 - e. Date of submittal.
 - 2. Provide a breakdown of the Contract Sum in enough detail to facilitate continued evaluation of Applications for Payment and progress reports. Coordinate with Project Manual table of contents. Provide multiple line items for principal subcontract amounts in excess of five (5) percent of the Contract Sum.
 - 3. Round amounts to nearest whole dollar; total shall equal the Contract Sum.

4. Provide a separate line item in the schedule of values for each part of the Work where Applications for Payment may include materials or equipment purchased or fabricated and stored, but not yet installed.
5. Provide separate line items in the schedule of values for initial cost of materials, for each subsequent stage of completion, and for total installed value of that part of the Work.
6. Allowances: Provide a separate line item in the schedule of values for each allowance. Show line-item value of unit-cost allowances, as a product of the unit cost, multiplied by measured quantity. Use information indicated in the Contract Documents to determine quantities.
7. Each item in the schedule of values and Applications for Payment shall be complete. Include total cost and proportionate share of general overhead and profit for each item.
 - a. Temporary facilities and other major cost items that are not direct cost of actual work-in-place may be shown either as separate line items in the schedule of values or distributed as general overhead expense, at Contractor's option.
8. Schedule Updating: Update and resubmit the schedule of values before the next Applications for Payment when Change Orders or Construction Change Directives result in a change in the Contract Sum.

1.3 APPLICATIONS FOR PAYMENT

- A. Each Application for Payment shall be consistent with previous applications and payments as certified by Construction Manager and paid for by Owner.
 1. Initial Application for Payment, Application for Payment at time of Substantial Completion, and final Application for Payment involve additional requirements.
- B. Payment Application Times: The date for each progress payment is indicated in the Agreement between Owner and Contractor. The period of construction work covered by each Application for Payment is the period indicated in the Agreement.
- C. Payment Application Times: Submit Application for Payment to Construction Manager by the 25th day of the month. The period covered by each Application for Payment is one month, ending on the last day of the month.
- D. Application Preparation: Complete every entry on form. Notarize and execute by a person authorized to sign legal documents on behalf of Contractor. Construction Manager will return incomplete applications without action.
 1. Entries shall match data on the schedule of values and Contractor's construction schedule. Use updated schedules if revisions were made.
 2. Include amounts of Change Orders and Construction Change Directives issued before last day of construction period covered by application.
- E. Transmittal: Submit one (1) signed and notarized original copies of each Application for Payment to Construction Manager by a method ensuring receipt within 24 hours. One copy shall include waivers of lien and similar attachments if required.
 1. Transmit each copy with a transmittal form listing attachments and recording appropriate information about application.
- F. Waivers of Mechanic's Lien: With each Application for Payment, submit waivers of mechanic's lien from entities lawfully entitled to file a mechanic's lien arising out of the Contract and related to the Work covered by the payment.
 1. Submit partial waivers on each item for amount requested in previous application, after deduction for retainage, on each item.

2. When an application shows completion of an item, submit conditional final or full waivers.
 3. Owner reserves the right to designate which entities involved in the Work must submit waivers.
 4. Waiver Forms: Submit executed waivers of lien on forms acceptable to Owner.
- G. Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of first Application for Payment include the following:
1. List of subcontractors.
 2. Schedule of values.
 3. Sustainable design submittal for project materials cost data.
 4. Contractor's construction schedule (preliminary if not final).
 5. Sustainable design action plans.
 6. Schedule of unit prices.
 7. Submittal schedule (preliminary if not final).
 8. List of Contractor's staff assignments.
 9. List of Contractor's principal consultants.
 10. Copies of building permits.
 11. Copies of authorizations and licenses from authorities having jurisdiction for performance of the Work.
 12. Initial progress report.
 13. Report of preconstruction conference.
 14. Certificates of insurance and insurance policies.
- H. Application for Payment at Substantial Completion: After Architect issues the Certificate of Substantial Completion, submit an Application for Payment showing 100 percent completion for portion of the Work claimed as substantially complete.
1. Include documentation supporting claim that the Work is substantially complete and a statement showing an accounting of changes to the Contract Sum.
 2. This application shall reflect Certificates of Partial Substantial Completion issued previously for Owner occupancy of designated portions of the Work.
- I. Final Payment Application: After completing Project closeout requirements, submit final Application for Payment with releases and supporting documentation not previously submitted and accepted, including, but not limited, to the following:
1. Evidence of completion of Project closeout requirements.
 2. Insurance certificates for products and completed operations where required and proof that taxes, fees, and similar obligations were paid.
 3. Updated final statement, accounting for final changes to the Contract Sum.
 4. AIA Document G706-1994, "Contractor's Affidavit of Payment of Debts and Claims."
 5. AIA Document G706A-1994, "Contractor's Affidavit of Release of Liens."
 6. AIA Document G707-1994, "Consent of Surety to Final Payment."
 7. Evidence that claims have been settled.
 8. Final meter readings for utilities, a measured record of stored fuel, and similar data as of date of Substantial Completion or when Owner took possession of and assumed responsibility for corresponding elements of the Work.
 9. Final liquidated damages settlement statement.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

SECTION 01 31 00

PROJECT MANAGEMENT AND COORDINATION

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes administrative provisions for coordinating construction operations on Project including, but not limited to, the following:
 - 1. Coordination drawings.
 - 2. Requests for Information (RFIs).
 - 3. Product Shop Drawings
 - 4. Project meetings.
- B. Related Requirements:
 - 1. Section 01 73 00 "Execution" for procedures for coordinating general installation and field-engineering services, including establishment of benchmarks and control points.

1.2 DEFINITIONS

- A. RFI: Request from Owner, Construction Manager, Landscape Architect/Engineer, or Contractor seeking information required by or clarifications of the Contract Documents.

1.3 INFORMATIONAL SUBMITTALS

- A. Subcontract List: Prepare a written summary identifying individuals or firms proposed for each portion of the Work, including those who are to furnish products or equipment fabricated to a special design. Include the following information in tabular form:
 - 1. Name, address, and telephone number of entity performing subcontract or supplying products.
 - 2. Number and title of related Specification Section(s) covered by subcontract.
 - 3. Drawing number and detail references, as appropriate, covered by subcontract.

1.4 GENERAL COORDINATION PROCEDURES

- A. Coordination: Coordinate construction operations included in different Sections of the Specifications to ensure efficient and orderly installation of each part of the Work. Coordinate construction operations, included in different Sections, that depend on each other for proper installation, connection, and operation.
 - 1. Schedule construction operations in sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
 - 2. Coordinate installation of different components to ensure maximum performance and accessibility for required maintenance, service, and repair.
 - 3. Make adequate provisions to accommodate items scheduled for later installation.

- B. Prepare memoranda for distribution to each party involved, outlining special procedures required for coordination. Include such items as required notices, reports, and list of attendees at meetings.
 - 1. Prepare similar memoranda for Owner and separate contractors if coordination of their Work is required.
- C. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities and activities of other contractors to avoid conflicts and to ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:
 - 1. Preparation of Contractor's construction schedule.
 - 2. Preparation of the schedule of values.
 - 3. Installation and removal of temporary facilities and controls.
 - 4. Delivery and processing of submittals.
 - 5. Progress meetings.
 - 6. Preinstallation conferences.
 - 7. Project closeout activities.
 - 8. Startup and adjustment of systems.

1.5 COORDINATION DRAWINGS

- A. Coordination Drawings, General: Prepare coordination drawings according to requirements in individual Sections, where installation is not completely shown on Shop Drawings, where limited space availability necessitates coordination, or if coordination is required to facilitate integration of products and materials fabricated or installed by more than one entity.
 - 1. Content: Project-specific information, drawn accurately to a scale large enough to indicate and resolve conflicts. Do not base coordination drawings on standard printed data. Include the following information, as applicable:
 - a. Indicate functional and spatial relationships of components of architectural, structural, civil, mechanical, and electrical systems.
 - b. Indicate dimensions shown on the Drawings. Specifically note dimensions that appear to conflict with submitted equipment and minimum clearance requirements. Provide alternate sketches to Landscape Architect/Engineer indicating proposed resolution of such conflicts. Minor dimension changes and difficult installations will not be considered changes to the Contract.

1.6 REQUESTS FOR INFORMATION (RFIs)

- A. General: Immediately on discovery of the need for additional information or interpretation of the Contract Documents, Contractor shall prepare and submit an RFI in the form specified.
 - 1. Landscape Architect/Engineer will return RFIs submitted to Landscape Architect/Engineer by other entities controlled by Contractor with no response.
 - 2. Coordinate and submit RFIs in a prompt manner so as to avoid delays in Contractor's work or work of subcontractors.
- B. Content of the RFI: Include a detailed, legible description of item needing information or interpretation and the following:
 - 1. Project name.
 - 2. Project number.
 - 3. Date.
 - 4. Name of Contractor.
 - 5. Name of Architect and Engineer.

6. RFI number, numbered sequentially.
 7. RFI subject.
 8. Specification Section number and title and related paragraphs, as appropriate.
 9. Drawing number and detail references, as appropriate.
 10. Field dimensions and conditions, as appropriate.
 11. Contractor's suggested resolution. If Contractor's solution(s) impacts the Contract Time or the Contract Sum, Contractor shall state impact in the RFI.
 12. Contractor's signature.
 13. Attachments: Include sketches, descriptions, measurements, photos, Product Data, Shop Drawings, coordination drawings, and other information necessary to fully describe items needing interpretation.
- C. Landscape Architect/Engineer's and Construction Manager's Action: Landscape Architect/Engineer and Construction Manager will review each RFI, determine action required, and respond. Allow seven (7) working days for Landscape Architect/Engineer's response for each RFI. RFIs received by Landscape Architect/Engineer or Construction Manager after 1:00 p.m. will be considered as received the following working day.
1. The following RFIs will be returned without action:
 - a. Requests for approval of submittals.
 - b. Requests for approval of substitutions.
 - c. Requests for coordination information already indicated in the Contract Documents.
 - d. Requests for adjustments in the Contract Time or the Contract Sum.
 - e. Requests for interpretation of Architect's actions on submittals.
 - f. Incomplete RFIs or inaccurately prepared RFIs.
 2. Landscape Architect/Engineer's action may include a request for additional information, in which case Landscape Architect/Engineer's time for response will date from time of receipt of additional information.
 3. Landscape Architect/Engineer's action on RFIs that may result in a change to the Contract Time or the Contract Sum may be eligible for Contractor to submit Change Proposal according to Section 01 26 00 "Contract Modification Procedures."
 - a. If Contractor believes the RFI response warrants change in the Contract Time or the Contract Sum, notify Landscape Architect/Engineer and Construction Manager in writing within ten (10) days of receipt of the RFI response.
- D. RFI Log: Prepare, maintain, and submit a tabular log of RFIs organized by the RFI number.
1. Project name.
 2. Name and address of Contractor.
 3. Name and address of Landscape Architect/Engineer and Construction Manager.
 4. RFI number including RFIs that were dropped and not submitted.
 5. RFI description.
 6. Date the RFI was submitted.
 7. Date Landscape Architect/Engineer's and Construction Manager's response was received.
- E. On receipt of Landscape Architect/Engineer's and Construction Manager's action, update the RFI log and immediately distribute the RFI response to affected parties. Review response and notify Landscape Architect/Engineer and Construction Manager within seven (7) days if Contractor disagrees with response.
1. Identification of related Minor Change in the Work, Construction Change Directive, and Proposal Request, as appropriate.
 2. Identification of related Field Order, Work Change Directive, and Proposal Request, as appropriate.

1.7 PROJECT WEB SITE

- A. Contractor to provide Project Web site for purposes of hosting and managing project communication and documentation until Final Completion. Project Web site shall include the following functions:
1. Project directory.
 2. Project correspondence.
 3. Meeting minutes.
 4. Contract modifications forms and logs.
 5. RFI forms and logs.
 6. Task and issue management.
 7. Photo documentation.
 8. Schedule and calendar management.
 9. Submittals forms and logs.
 10. Payment application forms.
 11. Drawing and specification document hosting, viewing, and updating.
 12. Online document collaboration.
 13. Reminder and tracking functions.
 14. Archiving functions.
- B. Provide up to seven (7) Project Web site user licenses for use of Owner, Owner's Commissioning Authority, Construction Manager, Landscape Architect/Engineer, and Landscape Architect/Engineer's consultants.
- C. On completion of Project, provide one (1) complete archive copy of Project Web site files to Owner, Landscape Architect/Engineer, and to Construction Manager in a digital storage format acceptable to Landscape Architect/Engineer and Construction Manager.
- D. Contractor, subcontractors, and other parties granted access by Contractor to Project Web site shall execute a data licensing agreement in the form.

1.8 PROJECT MEETINGS

- A. General: Construction Manager will schedule and conduct meetings and conferences at Project site unless otherwise indicated.
1. Attendees: Inform participants and others involved, and individuals whose presence is required, of date and time of each meeting. Notify Owner and Landscape Architect/Engineer of scheduled meeting dates and times.
 2. Agenda: Prepare the meeting agenda. Distribute the agenda to all invited attendees.
 3. Minutes: Entity responsible for conducting meeting will record significant discussions and agreements achieved. Distribute the meeting minutes to everyone concerned, including Owner, Construction Manager, and Landscape Architect/Engineer, within three (3) days of the meeting.
- B. Preconstruction Conference: Construction Manager will schedule and conduct a preconstruction conference before starting construction, at a time convenient to Owner and Landscape Architect/Engineer, but no later than fifteen (15) days after execution of the Agreement.
1. Attendees: Authorized representatives of Owner, Construction Manager, Landscape Architect/Engineer, and their consultants; Contractor and its superintendent; major subcontractors; suppliers; and other concerned parties shall attend the conference. Participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
 2. Agenda: Discuss items of significance that could affect progress, including the following:
 - a. Tentative construction schedule.

- b. Phasing.
 - c. Critical work sequencing and long-lead items.
 - d. Designation of key personnel and their duties.
 - e. Procedures for processing field decisions and Change Orders.
 - f. Procedures for RFIs.
 - g. Procedures for testing and inspecting.
 - h. Procedures for processing Applications for Payment.
 - i. Distribution of the Contract Documents.
 - j. Submittal procedures.
 - k. Sustainable design requirements.
 - l. Preparation of record documents.
 - m. Use of the premises
 - n. Work restrictions.
 - o. Working hours.
 - p. Owner's occupancy requirements.
 - q. Responsibility for temporary facilities and controls.
 - r. Procedures for moisture and mold control.
 - s. Procedures for disruptions and shutdowns.
 - t. Construction waste management and recycling.
 - u. Parking availability.
 - v. Office, work, and storage areas.
 - w. Equipment deliveries and priorities.
 - x. First aid.
 - y. Security.
 - z. Progress cleaning.
3. Minutes: Entity responsible for conducting meeting will record and distribute meeting minutes.
- C. Preinstallation Conferences: Conduct a preinstallation conference at Project site before each construction activity that requires coordination with other construction.
- 1. Attendees: Installer and representatives of manufacturers and fabricators involved in or affected by the installation and its coordination or integration with other materials and installations that have preceded or will follow, shall attend the meeting. Advise Landscape Architect/Engineer, Construction Manager, and Owner's Commissioning Authority of scheduled meeting dates.
 - 2. Agenda: Review progress of other construction activities and preparations for the particular activity under consideration, including requirements for the following:
 - a. Contract Documents.
 - b. Options.
 - c. Related RFIs.
 - d. Related Change Orders.
 - e. Purchases.
 - f. Deliveries.
 - g. Submittals.
 - h. Sustainable design requirements.
 - i. Review of mockups.
 - j. Possible conflicts.
 - k. Compatibility problems.
 - l. Time schedules.
 - m. Weather limitations.
 - n. Manufacturer's written instructions.
 - o. Warranty requirements.
 - p. Compatibility of materials.
 - q. Acceptability of substrates.
 - r. Temporary facilities and controls.
 - s. Space and access limitations.
 - t. Regulations of authorities having jurisdiction.

- u. Testing and inspecting requirements.
 - v. Installation procedures.
 - w. Coordination with other work.
 - x. Required performance results.
 - y. Protection of adjacent work.
 - z. Protection of construction and personnel.
 - 3. Record significant conference discussions, agreements, and disagreements, including required corrective measures and actions.
 - 4. Reporting: Distribute minutes of the meeting to each party present and to other parties requiring information.
 - 5. Do not proceed with installation if the conference cannot be successfully concluded. Initiate whatever actions are necessary to resolve impediments to performance of the Work and reconvene the conference at earliest feasible date.
- D. Progress Meetings: Construction Manager will conduct progress meetings at agreed upon intervals.
- 1. Attendees: In addition to representatives of Owner, Construction Manager, and Landscape Architect/Engineer, each contractor, subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the meeting shall be familiar with Project and authorized to conclude matters relating to the Work.
 - 2. Agenda: Review and correct or approve minutes of previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.
 - a. Contractor's Construction Schedule: Review progress since the last meeting. Determine whether each activity is on time, ahead of schedule, or behind schedule, in relation to Contractor's construction schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.
 - 1) Review schedule for next period.
 - b. Review present and future needs of each entity present, including the following:
 - 1) Interface requirements.
 - 2) Sequence of operations.
 - 3) Status of submittals.
 - 4) Status of sustainable design documentation.
 - 5) Deliveries.
 - 6) Off-site fabrication.
 - 7) Access.
 - 8) Site utilization.
 - 9) Temporary facilities and controls.
 - 10) Progress cleaning.
 - 11) Quality and work standards.
 - 12) Status of correction of deficient items.
 - 13) Field observations.
 - 14) Status of RFIs.
 - 15) Status of proposal requests.
 - 16) Pending changes.
 - 17) Status of Change Orders.
 - 18) Pending claims and disputes.
 - 19) Documentation of information for payment requests.
 - 3. Minutes: Entity responsible for conducting the meeting will record and distribute the meeting minutes to each party present and to parties requiring information.

- a. Schedule Updating: Revise Contractor's construction schedule after each progress meeting where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with the report of each meeting.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

SECTION 01 32 00

CONSTRUCTION PROGRESS DOCUMENTATION

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes administrative and procedural requirements for documenting the progress of construction during performance of the Work, including the following:
 - 1. Contractor's construction schedule.
 - 2. Construction schedule updating reports.
 - 3. Daily construction reports.
 - 4. Site condition reports.

1.2 DEFINITIONS

- A. Activity: A discrete part of a project that can be identified for planning, scheduling, monitoring, and controlling the construction project. Activities included in a construction schedule consume time and resources.
 - 1. Critical Activity: An activity on the critical path that must start and finish on the planned early start and finish times.
 - 2. Predecessor Activity: An activity that precedes another activity in the network.
 - 3. Successor Activity: An activity that follows another activity in the network.
- B. CPM: Critical path method, which is a method of planning and scheduling a construction project where activities are arranged based on activity relationships. Network calculations determine when activities can be performed and the critical path of Project.
- C. Critical Path: The longest connected chain of interdependent activities through the network schedule that establishes the minimum overall Project duration and contains no float.

1.3 INFORMATIONAL SUBMITTALS

- A. Format for Submittals: Submit required submittals in the following format:
 - 1. Working electronic copy of schedule file, where indicated.
 - 2. PDF electronic file.
 - 3. Two (2) paper copies.
- B. Startup Network Diagram: Of size required to display entire network for entire construction period. Show logic ties for activities.
- C. Contractor's Construction Schedule: Initial schedule, of size required to display entire schedule for entire construction period.
 - 1. Submit a working electronic copy of schedule, using software indicated, and labeled to comply with requirements for submittals. Include type of schedule (initial or updated) and date on label.

- D. CPM Reports: Concurrent with CPM schedule, submit each of the following reports. Format for each activity in reports shall contain activity number, activity description, original duration, remaining duration, early start date, early finish date, late start date, late finish date, and total float in calendar days.
 - 1. Activity Report: List of all activities sorted by activity number and then early start date, or actual start date if known.
 - 2. Logic Report: List of preceding and succeeding activities for all activities, sorted in ascending order by activity number and then early start date, or actual start date if known.
 - 3. Earnings Report: Compilation of Contractor's total earnings from the Notice to Proceed until most recent Application for Payment.
- E. Construction Schedule Updating Reports: Submit with Applications for Payment.
- F. Daily Construction Reports: Submit at weekly intervals.
- G. Site Condition Reports: Submit at time of discovery of differing conditions.

1.4 COORDINATION

- A. Coordinate Contractor's construction schedule with the schedule of values, submittal schedule, progress reports, payment requests, and other required schedules and reports.
 - 1. Secure time commitments for performing critical elements of the Work from entities involved.
 - 2. Coordinate each construction activity in the network with other activities and schedule them in proper sequence.

PART 2 - PRODUCTS

2.1 CONTRACTOR'S CONSTRUCTION SCHEDULE, GENERAL

- A. Time Frame: Extend schedule from date established for the Notice to Proceed to date of final completion.
 - 1. Contract completion date shall not be changed by submission of a schedule that shows an early completion date, unless specifically authorized by Change Order.
- B. Activities: Treat each separate area as a separate numbered activity for each main element of the Work. Comply with the following:
 - 1. Activity Duration: Define activities so no activity is longer than thirty (30) days, unless specifically allowed by Landscape Architect/Engineer.
 - 2. Procurement Activities: Include procurement process activities for the following long lead items and major items, requiring a cycle of more than sixty (60) days, as separate activities in schedule. Procurement cycle activities include, but are not limited to, submittals, approvals, purchasing, fabrication, and delivery.
 - 3. Submittal Review Time: Include review and resubmittal times indicated in Section 01 33 00 "Submittal Procedures" in schedule. Coordinate submittal review times in Contractor's construction schedule with submittal schedule.
 - 4. Startup and Testing Time: Include no fewer than fifteen (15) days for startup and testing.
 - 5. Substantial Completion: Indicate completion in advance of date established for Substantial Completion and allow time for Landscape Architect/Engineer's and Construction Manager's administrative procedures necessary for certification of Substantial Completion.

6. Punch List and Final Completion: Include not more than thirty (30) days for completion of punch list items and final completion.
- C. Constraints: Include constraints and work restrictions indicated in the Contract Documents and as follows in schedule, and show how the sequence of the Work is affected.
1. Phasing: Arrange list of activities on schedule by phase.
 2. Work by Owner: Include a separate activity for each portion of the Work performed by Owner.
 3. Work Restrictions: Show the effect of the following items on the schedule:
 - a. Coordination with existing construction.
 - b. Limitations of continued occupancies.
 - c. Uninterruptible services.
 - d. Partial occupancy before Substantial Completion.
 - e. Use of premises restrictions.
 - f. Provisions for future construction.
 - g. Seasonal variations.
 - h. Environmental control.
 4. Work Stages: Indicate important stages of construction for each major portion of the Work.
- D. Milestones: Include milestones indicated in the Contract Documents in schedule, including, but not limited to, the Notice to Proceed, Substantial Completion, and final completion.
- E. Upcoming Work Summary: Prepare summary report indicating activities scheduled to occur or commence prior to submittal of next schedule update. Summarize the following issues:
1. Unresolved issues.
 2. Unanswered Requests for Information.
 3. Rejected or unreturned submittals.
 4. Notations on returned submittals.
 5. Pending modifications affecting the Work and Contract Time.
- F. Recovery Schedule: When periodic update indicates the Work is fourteen (14) or more calendar days behind the current approved schedule, submit a separate recovery schedule indicating means by which Contractor intends to regain compliance with the schedule.
- G. Computer Scheduling Software: Prepare schedules using current version of a program that has been developed specifically to manage construction schedules.

2.2 CONTRACTOR'S CONSTRUCTION SCHEDULE (GANTT CHART)

- A. Gantt-Chart Schedule: Submit a comprehensive, fully developed, horizontal, Gantt-chart-type, Contractor's construction schedule within thirty (30) days of date established for the Notice of Award.
- B. Preparation: Indicate each significant construction activity separately. Identify first workday of each week with a continuous vertical line.
1. For construction activities that require three months or longer to complete, indicate an estimated completion percentage in ten (10) percent increments within time bar.

2.3 REPORTS

- A. Daily Construction Reports: Prepare a daily construction report recording the following information concerning events at Project site:

1. List of subcontractors at Project site.
 2. List of separate contractors at Project site.
 3. Approximate count of personnel at Project site.
 4. Equipment at Project site.
 5. Material deliveries.
 6. High and low temperatures and general weather conditions, including presence of rain or snow.
 7. Accidents.
 8. Meetings and significant decisions.
 9. Unusual events.
 10. Stoppages, delays, shortages, and losses.
 11. Meter readings and similar recordings.
 12. Emergency procedures.
 13. Orders and requests of authorities having jurisdiction.
 14. Change Orders received and implemented.
 15. Change Directives received and implemented.
 16. Services connected and disconnected.
 17. Equipment or system tests and startups.
 18. Partial completions and occupancies.
 19. Substantial Completions authorized.
- B. Site Condition Reports: Immediately on discovery of a difference between site conditions and the Contract Documents, prepare and submit a detailed report. Submit with a Request for Information. Include a detailed description of the differing conditions, together with recommendations for changing the Contract Documents.

PART 3 - EXECUTION

3.1 CONTRACTOR'S CONSTRUCTION SCHEDULE

- A. Contractor's Construction Schedule Updating: At bi-weekly intervals, update schedule to reflect actual construction progress and activities. Issue schedule three (3) days before each regularly scheduled progress meeting.
1. Revise schedule immediately after each meeting or other activity where revisions have been recognized or made. Issue updated schedule concurrently with the report of each such meeting.
 2. Include a report with updated schedule that indicates every change, including, but not limited to, changes in logic, durations, actual starts and finishes, and activity durations.
 3. As the Work progresses, indicate final completion percentage for each activity.
- B. Distribution: Distribute copies of approved schedule to Landscape Architect/Engineer, Construction Manager, Owner, separate contractors, testing and inspecting agencies, and other parties identified by Contractor with a need-to-know schedule responsibility.
1. Post copies in Project meeting rooms and temporary field offices.
 2. When revisions are made, distribute updated schedules to the same parties and post in the same locations. Delete parties from distribution when they have completed their assigned portion of the Work and are no longer involved in performance of construction activities.

END OF SECTION

SECTION 01 32 33

PHOTOGRAPHIC DOCUMENTATION

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes administrative and procedural requirements for the following:
 - 1. Preconstruction photographs.
 - 2. Periodic construction photographs.
- B. Related Requirements:
 - 1. Section 01 77 00 "Closeout Procedures" for submitting photographic documentation as Project Record Documents at Project closeout.

1.2 INFORMATIONAL SUBMITTALS

- A. Key Plan: Submit key plan of Project site with notation of vantage points marked for location and direction of each photograph or video recording. Include same information as corresponding photographic documentation.
- B. Digital Photographs: Submit unaltered, original, full-size image files within three (3) days of taking photographs.
 - 1. Digital Camera: Minimum sensor resolution of 24 megapixels.
 - 2. Identification: Provide the following information with each image description in file metadata tag:
 - a. Name of Project.
 - b. Name and contact information for photographer.
 - c. Date photograph was taken.
 - d. Description of vantage point, indicating location, direction (by compass point), and elevation or story of construction.

1.3 USAGE RIGHTS

- A. Obtain and transfer copyright usage rights from photographer to Owner for unlimited reproduction of photographic documentation.

PART 2 - PRODUCTS

2.1 PHOTOGRAPHIC MEDIA

- A. Digital Images: Provide images in JPG format, with minimum size of 8 megapixels.

PART 3 - EXECUTION

3.1 CONSTRUCTION PHOTOGRAPHS

- A. Photographer: Engage a qualified photographer to take construction photographs.
- B. General: Take photographs using the maximum range of depth of field, and that are in focus, to clearly show the Work. Photographs with blurry or out-of-focus areas will not be accepted.
 - 1. Maintain key plan with each set of construction photographs that identifies each photographic location.
- C. Digital Images: Submit digital images exactly as originally recorded in the digital camera, without alteration, manipulation, editing, or modifications using image-editing software.
 - 1. Date and Time: Include date and time in file name for each image.
- D. Preconstruction Photographs: Before commencement of demolition, take photographs of Project site and surrounding properties, including existing items to remain during construction, from different vantage points, as directed by Construction Manager.
 - 1. Flag construction limits before taking construction photographs.
 - 2. Take 20 photographs to show existing conditions adjacent to property before starting the Work.
 - 3. Take 20 photographs of existing adjacent amenities either on or adjoining property to accurately record physical conditions at start of construction.
- E. Periodic Construction Photographs: Take 20 photographs weekly, with timing each month adjusted to coincide with the cutoff date associated with each Application for Payment. Select vantage points to show status of construction and progress since last photographs were taken.
- F. Final Completion Construction Photographs: Take 20 color photographs after date of Substantial Completion for submission as Project Record Documents. Construction Manager will inform photographer of desired vantage points.

END OF SECTION

SECTION 01 33 00

SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes requirements for the submittal schedule and administrative and procedural requirements for submitting Shop Drawings, Product Data, Samples, and other submittals.
- B. Related Requirements:
 - 1. Section 01 32 00 "Construction Progress Documentation" for submitting schedules and reports, including Contractor's construction schedule.
 - 2. Section 01 78 23 "Operation and Maintenance Data" for submitting operation and maintenance manuals.
 - 3. Section 01 78 39 "Project Record Documents" for submitting record Drawings, record Specifications, and record Product Data.

1.2 DEFINITIONS

- A. Action Submittals: Written and graphic information and physical samples that require Landscape Architect/Engineer and Construction Manager's responsive action.
- B. Informational Submittals: Written and graphic information and physical samples that do not require Landscape Architect/Engineer and Construction Manager's responsive action. Submittals may be rejected for not complying with requirements.

1.3 ACTION SUBMITTALS

- A. Submittal Schedule: Submit a schedule of submittals, arranged in chronological order by dates required by construction schedule. Include time required for review, ordering, manufacturing, fabrication, and delivery when establishing dates. Include additional time required for making corrections or revisions to submittals noted by Landscape Architect/Engineer and Construction Manager and additional time for handling and reviewing submittals required by those corrections.

1.4 SUBMITTAL ADMINISTRATIVE REQUIREMENTS

- A. Landscape Architect's/Engineer's Digital Data Files: Electronic copies of digital data files of the Contract Drawings will not be provided by Landscape Architect/Engineer for Contractor's use in preparing submittals.
 - 1. Landscape Architect/Engineer will furnish Contractor one set of digital data drawing files of the Contract Drawings for use in preparing Shop Drawings and Project record drawings.
 - a. Landscape Architect/Engineer makes no representations as to the accuracy or completeness of digital data drawing files as they relate to the Contract Drawings.

- B. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.
1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
 2. Coordinate transmittal of different types of submittals for related parts of the Work so processing will not be delayed because of need to review submittals concurrently for coordination.
 - a. Landscape Architect/Engineer and Construction Manager reserve the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.
- C. Processing Time: Allow time for submittal review, including time for resubmittals, as follows. Time for review shall commence on Construction Manager's receipt of submittal. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals.
1. Initial Review: Allow fifteen (15) days for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. Construction Manager will advise Contractor when a submittal being processed must be delayed for coordination.
 2. Intermediate Review: If intermediate submittal is necessary, process it in same manner as initial submittal.
 3. Resubmittal Review: Allow fifteen (15) days for review of each resubmittal.
- D. Electronic Submittals: Identify and incorporate information in each electronic submittal file as follows:
1. Assemble complete submittal package into a single indexed file incorporating submittal requirements of a single Specification Section and transmittal form with links enabling navigation to each item.
 2. Name file with submittal number or other unique identifier, including revision identifier.
 - a. File name shall use project identifier and Specification Section number followed by a decimal point and then a sequential number (e.g., LNHS-061000.01). Resubmittals shall include an alphabetic suffix after another decimal point (e.g., LNHS-061000.01.A).
 3. Provide means for insertion to permanently record Contractor's review and approval markings and action taken by Landscape Architect/Engineer and Construction Manager.
 4. Transmittal Form for Electronic Submittals: Use form acceptable to Owner, containing the following information:
 - a. Project name.
 - b. Date.
 - c. Name and address of Architect.
 - d. Name of Construction Manager.
 - e. Name of Contractor.
 - f. Name of firm or entity that prepared submittal.
 - g. Names of subcontractor, manufacturer, and supplier.
 - h. Category and type of submittal.
 - i. Submittal purpose and description.
 - j. Specification Section number and title.
 - k. Specification paragraph number or drawing designation and generic name for each of multiple items.
 - l. Drawing number and detail references, as appropriate.
 - m. Location(s) where product is to be installed, as appropriate.
 - n. Related physical samples submitted directly.
 - o. Indication of full or partial submittal.
 - p. Transmittal number, numbered consecutively.
 - q. Submittal and transmittal distribution record.

- r. Other necessary identification.
 - s. Remarks.
- E. Options: Identify options requiring selection by Architect.
- F. Deviations: Identify deviations from the Contract Documents on submittals.
- G. Resubmittals: Make resubmittals in same form and number of copies as initial submittal.
 - 1. Note date and content of previous submittal.
 - 2. Note date and content of revision in label or title block and clearly indicate extent of revision.
 - 3. Resubmit submittals until they are marked with approval notation from Landscape Architect's/Engineer's and Construction Manager's action stamp.
- H. Distribution: Furnish copies of final submittals to manufacturers, subcontractors, suppliers, fabricators, installers, authorities having jurisdiction, and others as necessary for performance of construction activities. Show distribution on transmittal forms.
- I. Use for Construction: Retain complete copies of submittals on Project site. Use only final action submittals that are marked with approval notation from Landscape Architect's/Engineer's and Construction Manager's action stamp.

PART 2 - PRODUCTS

2.1 SUBMITTAL PROCEDURES

- A. General Submittal Procedure Requirements:
 - 1. Post electronic submittals as PDF electronic files directly to Project Website specifically established for Project.
 - a. Landscape Architect/Engineer, through Construction Manager, will return annotated file. Annotate and retain one copy of file as an electronic Project record document file.
 - 2. Submit electronic submittals via email as PDF electronic files.
 - a. Landscape Architect/Engineer, through Construction Manager, will return annotated file. Annotate and retain one copy of file as an electronic Project record document file.
 - 3. Certificates and Certifications Submittals: Provide a statement that includes signature of entity responsible for preparing certification. Certificates and certifications shall be signed by an officer or other individual authorized to sign documents on behalf of that entity.
 - a. Provide a digital signature with digital certificate on electronically submitted certificates and certifications where indicated.
 - b. Provide a notarized statement on original paper copy certificates and certifications where indicated.
- B. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.
 - 1. If information must be specially prepared for submittal because standard published data are not suitable for use, submit as Shop Drawings, not as Product Data.
 - 2. Mark each copy of each submittal to show which products and options are applicable.

3. Include the following information, as applicable:
 - a. Manufacturer's catalog cuts.
 - b. Manufacturer's product specifications.
 - c. Manufacturer's installation guidelines.
 - d. Standard color charts.
 - e. Statement of compliance with specified referenced standards.
 - f. Testing by recognized testing agency.
 - g. Application of testing agency labels and seals.
 - h. Notation of coordination requirements.
 - i. Availability and delivery time information.
 4. For equipment, include the following in addition to the above, as applicable:
 - a. Wiring diagrams showing factory-installed wiring.
 - b. Operational range diagrams.
 - c. Clearances required to other construction, if not indicated on accompanying Shop Drawings.
 5. Submit Product Data before or concurrent with Samples.
 6. Submit Product Data in the following format:
 - a. PDF electronic file.
- C. Shop Drawings:** Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data.
1. Preparation: Fully illustrate requirements in the Contract Documents. Include the following information, as applicable:
 - a. Identification of products.
 - b. Schedules.
 - c. Compliance with specified standards.
 - d. Notation of coordination requirements.
 - e. Notation of dimensions established by field measurement.
 - f. Relationship and attachment to adjoining construction clearly indicated.
 - g. Seal and signature of professional engineer if specified.
 2. Submit Shop Drawings in the following format:
 - a. PDF electronic file.
- D. Samples:** Submit Samples for review of kind, color, pattern, and texture for a check of these characteristics with other elements and for a comparison of these characteristics between submittal and actual component as delivered and installed.
1. Transmit Samples that contain multiple, related components such as accessories together in one submittal package.
 2. Identification: Attach label on unexposed side of Samples that includes the following:
 - a. Generic description of Sample.
 - b. Product name and name of manufacturer.
 - c. Sample source.
 - d. Number and title of applicable Specification Section.

3. For projects where electronic submittals are required, provide corresponding electronic submittal of Sample transmittal, digital image file illustrating Sample characteristics, and identification information for record.
4. Disposition: Maintain sets of approved Samples at Project site, available for quality-control comparisons throughout the course of construction activity. Sample sets may be used to determine final acceptance of construction associated with each set.
 - a. Samples that may be incorporated into the Work are indicated in individual Specification Sections. Such Samples must be in an undamaged condition at time of use.
 - b. Samples not incorporated into the Work, or otherwise designated as Owner's property, are the property of Contractor.
5. Samples for Initial Selection: Submit manufacturer's color charts consisting of units or sections of units showing the full range of colors, textures, and patterns available.
 - a. Number of Samples: Submit one (1) full set of available choices where color, pattern, texture, or similar characteristics are required to be selected from manufacturer's product line. Landscape Architect/Engineer, through Construction Manager, will return submittal with options selected.
- E. Product Schedule: As required in individual Specification Sections, prepare a written summary indicating types of products required for the Work and their intended location. Include the following information in tabular form:
 1. Submit product schedule in the following format:
 - a. PDF electronic file.
- F. Coordination Drawings Submittals: Comply with requirements specified in Section 01 31 00 "Project Management and Coordination."
- G. Contractor's Construction Schedule: Comply with requirements specified in Section 01 32 00 "Construction Progress Documentation."
- H. Application for Payment and Schedule of Values: Comply with requirements specified in Section 01 29 00 "Payment Procedures."
- I. Test and Inspection Reports and Schedule of Tests and Inspections Submittals: Comply with requirements specified in Section 01 40 00 "Quality Requirements."
- J. Closeout Submittals and Maintenance Material Submittals: Comply with requirements specified in Section 01 77 00 "Closeout Procedures."
- K. Maintenance Data: Comply with requirements specified in Section 01 78 23 "Operation and Maintenance Data."
- L. Qualification Data: Prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, contact information of architects and owners, and other information specified.
- M. Welding Certificates: Prepare written certification that welding procedures and personnel comply with requirements in the Contract Documents. Submit record of Welding Procedure Specification and Procedure Qualification Record on AWS forms. Include names of firms and personnel certified.
- N. Installer Certificates: Submit written statements on manufacturer's letterhead certifying that Installer complies with requirements in the Contract Documents and, where required, is authorized by manufacturer for this specific Project.

- O. Manufacturer Certificates: Submit written statements on manufacturer's letterhead certifying that manufacturer complies with requirements in the Contract Documents. Include evidence of manufacturing experience where required.
- P. Product Certificates: Submit written statements on manufacturer's letterhead certifying that product complies with requirements in the Contract Documents.
- Q. Material Certificates: Submit written statements on manufacturer's letterhead certifying that material complies with requirements in the Contract Documents.
- R. Material Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements in the Contract Documents.
- S. Product Test Reports: Submit written reports indicating that current product produced by manufacturer complies with requirements in the Contract Documents. Base reports on evaluation of tests performed by manufacturer and witnessed by a qualified testing agency, or on comprehensive tests performed by a qualified testing agency.
- T. Research Reports: Submit written evidence, from a model code organization acceptable to authorities having jurisdiction, that product complies with building code in effect for Project.
- U. Schedule of Tests and Inspections: Comply with requirements specified in Section 014000 "Quality Requirements."
- V. Preconstruction Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of tests performed before installation of product, for compliance with performance requirements in the Contract Documents.
- W. Compatibility Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of compatibility tests performed before installation of product. Include written recommendations for primers and substrate preparation needed for adhesion.
- X. Field Test Reports: Submit written reports indicating and interpreting results of field tests performed either during installation of product or after product is installed in its final location, for compliance with requirements in the Contract Documents.
- Y. Design Data: Prepare and submit written and graphic information, including, but not limited to, performance and design criteria, list of applicable codes and regulations, and calculations. Include list of assumptions and other performance and design criteria and a summary of loads. Include load diagrams if applicable. Provide name and version of software, if any, used for calculations. Include page numbers.

PART 3 - EXECUTION

3.1 CONTRACTOR'S REVIEW

- A. Action and Informational Submittals: Review each submittal and check for coordination with other Work of the Contract and for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to Landscape Architect/Engineer and Construction Manager.
- B. Project Closeout and Maintenance Material Submittals: See requirements in Section 01 77 00 "Closeout Procedures."
- C. Approval Stamp: Stamp each submittal with a uniform, approval stamp. Include Project name and location, submittal number, Specification Section title and number, name of reviewer, date of Contractor's approval,

and statement certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents.

3.2 LANDSCAPE ARCHITECT'S/ENGINEER'S AND CONSTRUCTION MANAGER'S ACTION

- A. General: Landscape Architect/Engineer and Construction Manager will not review submittals that do not bear Contractor's approval stamp and will return them without action.
- B. Action Submittals: Landscape Architect/Engineer and Construction Manager will review each submittal, make marks to indicate corrections or revisions required, and return it. Landscape Architect/Engineer and Construction Manager will stamp each submittal with an action stamp and will mark stamp appropriately to indicate action.
- C. Informational Submittals: Landscape Architect/Engineer and Construction Manager will review each submittal and will not return it, or will return it if it does not comply with requirements. Landscape Architect/Engineer and Construction Manager will forward each submittal to appropriate party.
- D. Incomplete submittals are unacceptable, will be considered nonresponsive, and will be returned for resubmittal without review.

END OF SECTION

SECTION 01 35 16

ALTERATION PROJECT PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes special procedures for alteration work.

1.2 DEFINITIONS

- A. Alteration Work: This term includes remodeling, renovation, repair, and maintenance work performed within existing spaces or on existing surfaces as part of the Project.
- B. Consolidate: To strengthen loose or deteriorated materials in place.
- C. Design Reference Sample: A sample that represents the Architect/Engineer's prebid selection of work to be matched; it may be existing work or work specially produced for the Project.
- D. Dismantle: To remove by disassembling or detaching an item from a surface, using gentle methods and equipment to prevent damage to the item and surfaces; disposing of items unless indicated to be salvaged or reinstalled.
- E. Match: To blend with adjacent construction and manifest no apparent difference in material type, species, cut, form, detail, color, grain, texture, or finish; as approved by Architect/Engineer.
- F. Refinish: To remove existing finishes to base material and apply new finish to match original, or as otherwise indicated.
- G. Repair: To correct damage and defects, retaining existing materials, features, and finishes. This includes patching, piecing-in, splicing, consolidating, or otherwise reinforcing or upgrading materials.
- H. Replace: To remove, duplicate, and reinstall entire item with new material. The original item is the pattern for creating duplicates unless otherwise indicated.
- I. Replicate: To reproduce in exact detail, materials, and finish unless otherwise indicated.
- J. Reproduce: To fabricate a new item, accurate in detail to the original, and from either the same or a similar material as the original, unless otherwise indicated.
- K. Retain: To keep existing items that are not to be removed or dismantled.
- L. Strip: To remove existing finish down to base material unless otherwise indicated.

1.3 PROJECT MEETINGS FOR ALTERATION WORK

- A. Preliminary Conference for Alteration Work: Before starting alteration work, Construction Manager will conduct conference at Project site.

1. Attendees: In addition to representatives of Owner, Construction Manager, Landscape Architect/Engineer, and Contractor, testing service representative, and chemical-cleaner manufacturer(s) shall be represented at the meeting.
2. Agenda: Discuss items of significance that could affect progress of alteration work, including review of the following:
 - a. Governing regulations.
 - b. Areas where existing construction is to remain and the required protection.
 - c. Hauling routes.
 - d. Sequence of alteration work operations.
 - e. Storage, protection, and accounting for salvaged and specially fabricated items.
 - f. Existing conditions, staging, and structural loading limitations of areas where materials are stored.
3. Reporting: Construction Manager will record conference results and distribute copies to everyone in attendance and to others affected by decisions or actions resulting from conference.

1.4 MATERIALS OWNERSHIP

- A. Historic items, relics, and similar objects including, but not limited to, cornerstones and their contents, commemorative plaques and tablets, antiques, and other items of interest or value to Owner that may be encountered or uncovered during the Work, regardless of whether they were previously documented, remain Owner's property.

1.5 INFORMATIONAL SUBMITTALS

- A. Alteration Work Program: Submit 30 days before work begins.

1.6 QUALITY ASSURANCE

- A. Title X Requirement: Each firm conducting activities that disturb painted surfaces shall be a "Lead-Safe Certified Firm" according to 40 CFR 745, Subpart E, and use only workers that are trained in lead-safe work practices.
- B. Alteration Work Program: Prepare a written plan for alteration work for whole Project, including each phase or process and protection of surrounding materials during operations. Show compliance with indicated methods and procedures specified in this and other Sections. Coordinate this whole-Project alteration work program with specific requirements of programs required in other alteration work Sections.
 1. Dust and Noise Control: Include locations of proposed temporary dust- and noise-control partitions and means of egress from occupied areas coordinated with continuing on-site operations and other known work in progress.
 2. Debris Hauling: Include plans clearly marked to show debris hauling routes, turning radii, and locations and details of temporary protective barriers.
- C. Safety and Health Standard: Comply with ANSI/ASSE A10.6.

1.7 STORAGE AND HANDLING OF SALVAGED MATERIALS

- A. Salvaged Materials:
 1. Clean loose dirt and debris from salvaged items unless more extensive cleaning is indicated.

2. Pack or crate items after cleaning; cushion against damage during handling. Label contents of containers.
 3. Store items in a secure area until delivery to Owner.
 4. Transport items to Owner's storage area designated by Owner.
 5. Protect items from damage during transport and storage.
- B. Salvaged Materials for Reinstallation:
1. Repair and clean items for reuse as indicated.
 2. Pack or crate items after cleaning and repairing; cushion against damage during handling. Label contents of containers.
 3. Protect items from damage during transport and storage.
 4. Reinstall items in locations indicated. Comply with installation requirements for new materials and equipment unless otherwise indicated. Provide connections, supports, and miscellaneous materials to make items functional for use indicated.
- C. Existing Materials to Remain: Protect construction indicated to remain against damage and soiling from construction work. Where permitted by Architect/Engineer, items may be dismantled and taken to a suitable, protected storage location during construction work and reinstalled in their original locations after alteration and other construction work in the vicinity is complete.
- D. Storage: Catalog and store items within a weathertight enclosure where they are protected from moisture, weather, condensation, and freezing temperatures.
1. Identify each item for reinstallation with a nonpermanent mark to document its original location. Indicate original locations on plans, elevations, sections, or photographs by annotating the identifying marks.
 2. Secure stored materials to protect from theft.

PART 2 - PRODUCTS - (Not Used)

PART 3 - EXECUTION

3.1 PROTECTION

- A. Protect persons, motor vehicles, surrounding surfaces of building, building site, plants, and surrounding buildings from harm resulting from alteration work.
1. Use only proven protection methods, appropriate to each area and surface being protected.
 2. Provide temporary barricades, barriers, and directional signage to exclude the public from areas where alteration work is being performed.
 3. Contain dust and debris generated by alteration work, and prevent it from reaching the public or adjacent surfaces.
 4. Provide shoring, bracing, and supports as necessary. Do not overload structural elements.
- B. Temporary Protection of Materials to Remain:
1. Protect existing materials with temporary protections and construction. Do not remove existing materials unless otherwise indicated.
 2. Do not attach temporary protection to existing surfaces except as indicated as part of the alteration work program.

- C. Comply with each product manufacturer's written instructions for protections and precautions. Protect against adverse effects of products and procedures on people and adjacent materials, components, and vegetation.
- D. Utility and Communications Services:
 - 1. Notify Owner, Architect/Engineer, authorities having jurisdiction, and entities owning or controlling wires, conduits, pipes, and other services affected by alteration work before commencing operations.
 - 2. Disconnect and cap pipes and services as required by authorities having jurisdiction, as required for alteration work.
 - 3. Maintain existing services unless otherwise indicated; keep in service and protect against damage during operations. Provide temporary services during interruptions to existing utilities.
- E. Existing Drains: Prior to the start of work in an area, test drainage system to ensure that it is functioning properly. Notify Architect/Engineer immediately of inadequate drainage or blockage. Do not begin work in an area until the drainage system is functioning properly.
 - 1. Prevent solids such as adhesive or mortar residue or other debris from entering the drainage system. Clean out drains and drain lines that become sluggish or blocked by sand or other materials resulting from alteration work.
 - 2. Protect drains from pollutants. Block drains or filter out sediments, allowing only clean water to pass.

3.2 PROTECTION DURING APPLICATION OF CHEMICALS

- A. Protect motor vehicles, surrounding surfaces of building, building site, plants, and surrounding buildings from harm or spillage resulting from applications of chemicals and adhesives.
- B. Cover adjacent surfaces with protective materials that are proven to resist chemicals selected for Project unless chemicals being used will not damage adjacent surfaces as indicated in alteration work program. Use covering materials and masking agents that are waterproof and UV resistant and that will not stain or leave residue on surfaces to which they are applied. Apply protective materials according to manufacturer's written instructions. Do not apply liquid masking agents or adhesives to painted or porous surfaces. When no longer needed, promptly remove protective materials.
- C. Do not apply chemicals during winds of sufficient force to spread them to unprotected surfaces.
- D. Neutralize alkaline and acid wastes and legally dispose of off Owner's property.
- E. Collect and dispose of runoff from chemical operations by legal means and in a manner that prevents soil contamination, soil erosion, undermining of paving and foundations, damage to landscaping, or water penetration into building interior.

3.3 GENERAL ALTERATION WORK

- A. Record existing work before each procedure (preconstruction), and record progress during the work. Use digital preconstruction documentation photographs or video recordings. Comply with requirements in Section 01 32 33 "Photographic Documentation."
- B. Perform surveys of Project site as the Work progresses to detect hazards resulting from alterations.
- C. Notify Architect/Engineer of visible changes in the integrity of material or components whether from environmental causes including biological attack, UV degradation, freezing, or thawing or from structural defects including cracks, movement, or distortion.

1. Do not proceed with the work in question until directed by Architect/Engineer.

END OF SECTION

SECTION 01 40 00

QUALITY REQUIREMENTS

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes administrative and procedural requirements for quality assurance and quality control.
- B. Testing and inspecting services are required to verify compliance with requirements specified or indicated. These services do not relieve Contractor of responsibility for compliance with the Contract Document requirements.
 - 1. Specified tests, inspections, and related actions do not limit Contractor's other quality-assurance and -control procedures that facilitate compliance with the Contract Document requirements.
 - 2. Requirements for Contractor to provide quality-assurance and -control services required by Landscape Architect/Engineer, Owner, Construction Manager, or authorities having jurisdiction are not limited by provisions of this Section.
 - 3. Specific test and inspection requirements are not specified in this Section.

1.2 DEFINITIONS

- A. Quality-Assurance Services: Activities, actions, and procedures performed before and during execution of the Work to guard against defects and deficiencies and substantiate that proposed construction will comply with requirements.
- B. Quality-Control Services: Tests, inspections, procedures, and related actions during and after execution of the Work to evaluate that actual products incorporated into the Work and completed construction comply with requirements. Services do not include contract enforcement activities performed by Landscape Architect/Engineer or Construction Manager.
- C. Mockups: Full-size physical assemblies that are constructed on-site. Mockups are constructed to verify selections made under Sample submittals; to demonstrate aesthetic effects and, where indicated, qualities of materials and execution; to review coordination, testing, or operation; to show interface between dissimilar materials; and to demonstrate compliance with specified installation tolerances. Mockups are not Samples. Unless otherwise indicated, approved mockups establish the standard by which the Work will be judged.
 - 1. Laboratory Mockups: Full-size physical assemblies constructed at testing facility to verify performance characteristics.
- D. Preconstruction Testing: Tests and inspections performed specifically for Project before products and materials are incorporated into the Work, to verify performance or compliance with specified criteria.
- E. Product Testing: Tests and inspections that are performed by an NRTL, an NVLAP, or a testing agency qualified to conduct product testing and acceptable to authorities having jurisdiction, to establish product performance and compliance with specified requirements.
- F. Source Quality-Control Testing: Tests and inspections that are performed at the source, e.g., plant, mill, factory, or shop.

- G. Field Quality-Control Testing: Tests and inspections that are performed on-site for installation of the Work and for completed Work.
- H. Testing Agency: An entity engaged to perform specific tests, inspections, or both. Testing laboratory shall mean the same as testing agency.
- I. Installer/Applicator/Erector: Contractor or another entity engaged by Contractor as an employee, Subcontractor, or Sub-subcontractor, to perform a particular construction operation, including installation, erection, application, and similar operations.
 - 1. Use of trade-specific terminology in referring to a trade or entity does not require that certain construction activities be performed by accredited or unionized individuals, or that requirements specified apply exclusively to specific trade(s).
- J. Experienced: When used with an entity or individual, "experienced" means having successfully completed a minimum of **[five]** **<Insert number>** previous projects similar in nature, size, and extent to this Project; being familiar with special requirements indicated; and having complied with requirements of authorities having jurisdiction.

1.3 CONFLICTING REQUIREMENTS

- A. Referenced Standards: If compliance with two or more standards is specified and the standards establish different or conflicting requirements for minimum quantities or quality levels, comply with the most stringent requirement. Refer conflicting requirements that are different, but apparently equal, to Landscape Architect/Engineer for a decision before proceeding.
- B. Minimum Quantity or Quality Levels: The quantity or quality level shown or specified shall be the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. To comply with these requirements, indicated numeric values are minimum or maximum, as appropriate, for the context of requirements. Refer uncertainties to Landscape Architect/Engineer for a decision before proceeding.

1.4 INFORMATIONAL SUBMITTALS

- A. Contractor's Statement of Responsibility: When required by authorities having jurisdiction, submit copy of written statement of responsibility sent to authorities having jurisdiction before starting work on the following systems:
 - 1. Seismic-force-resisting system, designated seismic system, or component listed in the designated seismic system quality-assurance plan prepared by Landscape Architect/Engineer.
 - 2. Main wind-force-resisting system or a wind-resisting component listed in the wind-force-resisting system quality-assurance plan prepared by Architect.
- B. Testing Agency Qualifications: For testing agencies specified in "Quality Assurance" Article to demonstrate their capabilities and experience. Include proof of qualifications in the form of a recent report on the inspection of the testing agency by a recognized authority.

1.5 REPORTS AND DOCUMENTS

- A. Test and Inspection Reports: Prepare and submit certified written reports specified in other Sections. Include the following:
 - 1. Date of issue.
 - 2. Project title and number.

3. Name, address, and telephone number of testing agency.
4. Dates and locations of samples and tests or inspections.
5. Names of individuals making tests and inspections.
6. Description of the Work and test and inspection method.
7. Identification of product and Specification Section.
8. Complete test or inspection data.
9. Test and inspection results and an interpretation of test results.
10. Record of temperature and weather conditions at time of sample taking and testing and inspecting.
11. Comments or professional opinion on whether tested or inspected Work complies with the Contract Document requirements.
12. Name and signature of laboratory inspector.
13. Recommendations on retesting and reinspect.

- B. Manufacturer's Field Reports: Prepare written information documenting tests and inspections specified in other Sections. Include the following:

1. Name, address, and telephone number of representative making report.
2. Statement on condition of substrates and their acceptability for installation of product.
3. Summary of installation procedures being followed, whether they comply with requirements and, if not, what corrective action was taken.
4. Results of operational and other tests and a statement of whether observed performance complies with requirements.
5. Other required items indicated in individual Specification Sections.

- C. Permits, Licenses, and Certificates: For Owner's records, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, correspondence, records, and similar documents, established for compliance with standards and regulations bearing on performance of the Work.

1.6 QUALITY ASSURANCE

- A. General: Qualifications paragraphs in this article establish the minimum qualification levels required; individual Specification Sections specify additional requirements.
- B. Manufacturer Qualifications: A firm experienced in manufacturing products or systems similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.
- C. Fabricator Qualifications: A firm experienced in producing products similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.
- D. Installer Qualifications: A firm or individual experienced in installing, erecting, or assembling work similar in material, design, and extent to that indicated for this Project, whose work has resulted in construction with a record of successful in-service performance.
- E. Professional Engineer Qualifications: A professional engineer who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing engineering services of the kind indicated. Engineering services are defined as those performed for installations of the system, assembly, or product that are similar in material, design, and extent to those indicated for this Project.
- F. Specialists: Certain Specification Sections require that specific construction activities shall be performed by entities who are recognized experts in those operations. Specialists shall satisfy qualification requirements indicated and shall be engaged for the activities indicated.

1. Requirements of authorities having jurisdiction shall supersede requirements for specialists.

- G. Testing Agency Qualifications: An NRTL, an NVLAP, or an independent agency with the experience and capability to conduct testing and inspecting indicated, as documented according to ASTM E 32; and with additional qualifications specified in individual Sections; and, where required by authorities having jurisdiction, that is acceptable to authorities.
 - 1. NRTL: A nationally recognized testing laboratory according to 29 CFR 1910.7.
 - 2. NVLAP: A testing agency accredited according to NIST's National Voluntary Laboratory Accreditation Program.
- H. Manufacturer's Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to observe and inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.
- I. Preconstruction Testing: Where testing agency is indicated to perform preconstruction testing for compliance with specified requirements for performance and test methods, comply with the following:
 - 1. Contractor responsibilities include the following:
 - a. Provide test specimens representative of proposed products and construction.
 - b. Submit specimens in a timely manner with sufficient time for testing and analyzing results to prevent delaying the Work.
 - c. Build laboratory mockups at testing facility using personnel, products, and methods of construction indicated for the completed Work.
 - d. When testing is complete, remove test specimens, assemblies, and do not reuse products on Project.
 - 2. Testing Agency Responsibilities: Submit a certified written report of each test, inspection, and similar quality-assurance service to Landscape Architect/Engineer, through Construction Manager, with copy to Contractor. Interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from the Contract Documents.
- J. Mockups: Before installing portions of the Work requiring mockups, build mockups for each form of construction and finish required to comply with the following requirements, using materials indicated for the completed Work:
 - 1. Build mockups in location and of size indicated or, if not indicated, as directed by Landscape Architect/Engineer or Construction Manager.
 - 2. Notify Architect or Construction Manager seven days in advance of dates and times when mockups will be constructed.
 - 3. Demonstrate the proposed range of aesthetic effects and workmanship.
 - 4. Obtain Landscape Architect/Engineer or Construction Manager approval of mockups before starting work, fabrication, or construction.
 - a. Allow seven days for initial review and each re-review of each mockup.
 - 5. Maintain mockups during construction in an undisturbed condition as a standard for judging the completed Work.
 - 6. Demolish and remove mockups when directed unless otherwise indicated.
- K. Laboratory Mockups: Comply with requirements of preconstruction testing and those specified in individual Specification Sections.

1.7 QUALITY CONTROL

- A. Owner Responsibilities: Where quality-control services are indicated as Owner's responsibility, Owner will engage a qualified testing agency to perform these services.

1. Owner will furnish Contractor with names, addresses, and telephone numbers of testing agencies engaged and a description of types of testing and inspecting they are engaged to perform.
 2. Costs for retesting and reinspecting construction that replaces or is necessitated by work that failed to comply with the Contract Documents will be charged to Contractor, and the Contract Sum will be adjusted by Change Order.
- B. Contractor Responsibilities: Tests and inspections not explicitly assigned to Owner are Contractor's responsibility. Perform additional quality-control activities required to verify that the Work complies with requirements, whether specified or not.
1. Where services are indicated as Contractor's responsibility, engage a qualified testing agency to perform these quality-control services.
 - a. Contractor shall not employ same entity engaged by Owner, unless agreed to in writing by Owner.
 2. Notify testing agencies, Construction Manager, and Inspector at least forty-eight (48) hours in advance of time when Work that requires testing or inspecting will be performed.
 3. Where quality-control services are indicated as Contractor's responsibility, submit a certified written report, in duplicate, of each quality-control service.
 4. Testing and inspecting requested by Contractor and not required by the Contract Documents are Contractor's responsibility.
 5. Submit additional copies of each written report directly to authorities having jurisdiction, when they so direct.
- C. Manufacturer's Field Services: Where indicated, engage a manufacturer's representative to observe and inspect the Work. Manufacturer's representative's services include examination of substrates and conditions, verification of materials, inspection of completed portions of the Work, and submittal of written reports.
- D. Retesting/Reinspecting: Regardless of whether original tests or inspections were Contractor's responsibility, provide quality-control services, including retesting and reinspecting, for construction that replaced Work that failed to comply with the Contract Documents.
- E. Testing Agency Responsibilities: Cooperate with Landscape Architect/Engineer or Construction Manager and Contractor in performance of duties. Provide qualified personnel to perform required tests and inspections.
1. Notify Landscape Architect/Engineer or Construction Manager and Contractor promptly of irregularities or deficiencies observed in the Work during performance of its services.
 2. Determine the location from which test samples will be taken and in which in-situ tests are conducted.
 3. Conduct and interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from requirements.
 4. Submit a certified written report, in duplicate, of each test, inspection, and similar quality-control service through Contractor.
 5. Do not release, revoke, alter, or increase the Contract Document requirements or approve or accept any portion of the Work.
 6. Do not perform any duties of Contractor.
- F. Associated Services: Cooperate with agencies performing required tests, inspections, and similar quality-control services, and provide reasonable auxiliary services as requested. Notify agency sufficiently in advance of operations to permit assignment of personnel. Provide the following:
1. Access to the Work.
 2. Incidental labor and facilities necessary to facilitate tests and inspections.
 3. Adequate quantities of representative samples of materials that require testing and inspecting. Assist agency in obtaining samples.

4. Facilities for storage and field curing of test samples.
 5. Delivery of samples to testing agencies.
 6. Preliminary design mix proposed for use for material mixes that require control by testing agency.
 7. Security and protection for samples and for testing and inspecting equipment at Project site.
- G. Coordination: Coordinate sequence of activities to accommodate required quality-assurance and -control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate testing and inspecting.
1. Schedule times for tests, inspections, obtaining samples, and similar activities.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 TEST AND INSPECTION LOG

- A. Test and Inspection Log: Prepare a record of tests and inspections. Include the following:
1. Date test or inspection was conducted.
 2. Description of the Work tested or inspected.
 3. Date test or inspection results were transmitted to Landscape Architect/Engineer.
 4. Identification of testing agency or special inspector conducting test or inspection.
- B. Maintain log at Project site. Post changes and revisions as they occur. Provide access to test and inspection log for Landscape Architect/Engineer's or Construction Manager's reference during normal working hours.

3.2 REPAIR AND PROTECTION

- A. General: On completion of testing, inspecting, sample taking, and similar services, repair damaged construction and restore substrates and finishes.
1. Provide materials and comply with installation requirements specified in other Specification Sections or matching existing substrates and finishes. Restore patched areas and extend restoration into adjoining areas with durable seams that are as invisible as possible. Comply with the Contract Document requirements for cutting and patching in Section 01 73 00 "Execution."
- B. Protect construction exposed by or for quality-control service activities.
- C. Repair and protection are Contractor's responsibility, regardless of the assignment of responsibility for quality-control services.

END OF SECTION

SECTION 01 42 00

REFERENCES

PART 1 - GENERAL

1.1 DEFINITIONS

- A. General: Basic Contract definitions are included in the Conditions of the Contract.
- B. "Approved": When used to convey Architect/Engineer's action on Contractor's submittals, applications, and requests, "approved" is limited to Architect /Engineer's duties and responsibilities as stated in the Conditions of the Contract.
- C. "Directed": A command or instruction by Architect/Engineer. Other terms including "requested," "authorized," "selected," "required," and "permitted" have the same meaning as "directed."
- D. "Indicated": Requirements expressed by graphic representations or in written form on Drawings, in Specifications, and in other Contract Documents. Other terms including "shown," "noted," "scheduled," and "specified" have the same meaning as "indicated."
- E. "Regulations": Laws, ordinances, statutes, and lawful orders issued by authorities having jurisdiction, and rules, conventions, and agreements within the construction industry that control performance of the Work.
- F. "Furnish": Supply and deliver to Project site, ready for unloading, unpacking, assembly, installation, and similar operations.
- G. "Install": Unload, temporarily store, unpack, assemble, erect, place, anchor, apply, work to dimension, finish, cure, protect, clean, and similar operations at Project site.
- H. "Provide": Furnish and install, complete and ready for the intended use.
- I. "Project Site": Space available for performing construction activities. The extent of Project site is shown on Drawings and may or may not be identical with the description of the land on which Project is to be built.

1.2 INDUSTRY STANDARDS

- A. Applicability of Standards: Unless the Contract Documents include more stringent requirements, applicable construction industry standards have the same force and effect as if bound or copied directly into the Contract Documents to the extent referenced. Such standards are made a part of the Contract Documents by reference.
- B. Publication Dates: Comply with standards in effect as of date of the Contract Documents unless otherwise indicated.
- C. Copies of Standards: Each entity engaged in construction on Project should be familiar with industry standards applicable to its construction activity. Copies of applicable standards are not bound with the Contract Documents.
 - 1. Where copies of standards are needed to perform a required construction activity, obtain copies directly from publication source.

1.3 ABBREVIATIONS AND ACRONYMS

- A. Industry Organizations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities indicated in Gale's "Encyclopedia of Associations: National Organizations of the U.S." or in Columbia Books' "National Trade & Professional Associations of the United States."
- B. Industry Organizations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list.
1. AABC - Associated Air Balance Council; www.aabc.com.
 2. AAMA - American Architectural Manufacturers Association; www.aamanet.org.
 3. AAPFCO - Association of American Plant Food Control Officials; www.aapfco.org.
 4. AASHTO - American Association of State Highway and Transportation Officials; www.transportation.org.
 5. AATCC - American Association of Textile Chemists and Colorists; www.aatcc.org.
 6. ABMA - American Bearing Manufacturers Association; www.americanbearings.org.
 7. ABMA - American Boiler Manufacturers Association; www.abma.com.
 8. ACI - American Concrete Institute; (Formerly: ACI International); www.abma.com.
 9. ACPA - American Concrete Pipe Association; www.concrete-pipe.org.
 10. AEIC - Association of Edison Illuminating Companies, Inc. (The); www.aeic.org.
 11. AF&PA - American Forest & Paper Association; www.afandpa.org.
 12. AGA - American Gas Association; www.aga.org.
 13. AHAM - Association of Home Appliance Manufacturers; www.aham.org.
 14. AHRI - Air-Conditioning, Heating, and Refrigeration Institute (The); www.ahrinet.org.
 15. AI - Asphalt Institute; www.asphaltinstitute.org.
 16. AIA - American Institute of Architects (The); www.aia.org.
 17. AISC - American Institute of Steel Construction; www.aisc.org.
 18. AISI - American Iron and Steel Institute; www.steel.org.
 19. AITC - American Institute of Timber Construction; www.aitc-glulam.org.
 20. AMCA - Air Movement and Control Association International, Inc.; www.amca.org.
 21. ANSI - American National Standards Institute; www.ansi.org.
 22. AOSA - Association of Official Seed Analysts, Inc.; www.aosaseed.com.
 23. APA - APA - The Engineered Wood Association; www.apawood.org.
 24. APA - Architectural Precast Association; www.archprecast.org.
 25. API - American Petroleum Institute; www.api.org.
 26. ARI - Air-Conditioning & Refrigeration Institute; (See AHRI).
 27. ARI - American Refrigeration Institute; (See AHRI).
 28. ARMA - Asphalt Roofing Manufacturers Association; www.asphaltroofing.org.
 29. ASCE - American Society of Civil Engineers; www.asce.org.
 30. ASCE/SEI - American Society of Civil Engineers/Structural Engineering Institute; (See ASCE).
 31. ASHRAE - American Society of Heating, Refrigerating and Air-Conditioning Engineers; www.ashrae.org.
 32. ASME - ASME International; (American Society of Mechanical Engineers); www.asme.org.
 33. ASSE - American Society of Safety Engineers (The); www.asse.org.
 34. ASSE - American Society of Sanitary Engineering; www.asse-plumbing.org.
 35. ASTM - ASTM International; www.astm.org.
 36. ATIS - Alliance for Telecommunications Industry Solutions; www.atis.org.
 37. AWEA - American Wind Energy Association; www.awea.org.
 38. AWI - Architectural Woodwork Institute; www.awinet.org.
 39. AWMAC - Architectural Woodwork Manufacturers Association of Canada; www.awmac.com.
 40. AWPAC - American Wood Protection Association; www.awpa.com.
 41. AWS - American Welding Society; www.aws.org.
 42. AWWA - American Water Works Association; www.awwa.org.
 43. BHMA - Builders Hardware Manufacturers Association; www.buildershardware.com.
 44. BIA - Brick Industry Association (The); www.gobrick.com.
 45. BICSI - BICSI, Inc.; www.bicsi.org.
 46. BIFMA - BIFMA International; (Business and Institutional Furniture Manufacturer's Association); www.bifma.org.

47. BISSC - Baking Industry Sanitation Standards Committee; www.bissc.org.
48. BWF - Badminton World Federation; (Formerly: International Badminton Federation); www.bissc.org.
49. CDA - Copper Development Association; www.copper.org.
50. CEA - Canadian Electricity Association; www.electricity.ca.
51. CEA - Consumer Electronics Association; www.ce.org.
52. CFFA - Chemical Fabrics and Film Association, Inc.; www.chemicalfabricsandfilm.com.
53. CFSEI - Cold-Formed Steel Engineers Institute; www.cfsei.org.
54. CGA - Compressed Gas Association; www.cganet.com.
55. CIMA - Cellulose Insulation Manufacturers Association; www.cellulose.org.
56. CISCA - Ceilings & Interior Systems Construction Association; www.cisca.org.
57. CISPI - Cast Iron Soil Pipe Institute; www.cispi.org.
58. CLFMI - Chain Link Fence Manufacturers Institute; www.chainlinkinfo.org.
59. CPA - Composite Panel Association; www.pbmdf.com.
60. CRI - Carpet and Rug Institute (The); www.carpet-rug.org.
61. CRRC - Cool Roof Rating Council; www.coolroofs.org.
62. CRSI - Concrete Reinforcing Steel Institute; www.crsi.org.
63. CSA - Canadian Standards Association; www.csa.ca.
64. CSA - CSA International; (Formerly: IAS - International Approval Services); www.csa-international.org.
65. CSI - Construction Specifications Institute (The); www.csinet.org.
66. CSSB - Cedar Shake & Shingle Bureau; www.cedarbureau.org.
67. CTI - Cooling Technology Institute; (Formerly: Cooling Tower Institute); www.cti.org.
68. CWC - Composite Wood Council; (See CPA).
69. DASMA - Door and Access Systems Manufacturers Association; www.dasma.com.
70. DHI - Door and Hardware Institute; www.dhi.org.
71. ECA - Electronic Components Association; (See ECIA).
72. ECAMA - Electronic Components Assemblies & Materials Association; (See ECIA).
73. ECIA - Electronic Components Industry Association; www.eciaonline.org.
74. EIA - Electronic Industries Alliance; (See TIA).
75. EIMA - EIFS Industry Members Association; www.eima.com.
76. EJMA - Expansion Joint Manufacturers Association, Inc.; www.ejma.org.
77. ESD - ESD Association; (Electrostatic Discharge Association); www.esda.org.
78. ESTA - Entertainment Services and Technology Association; (See PLASA).
79. EVO - Efficiency Valuation Organization; www.evo-world.org.
80. FCI - Fluid Controls Institute; www.fluidcontrolsinstitute.org.
81. FIBA - Federation Internationale de Basketball; (The International Basketball Federation); www.fiba.com.
82. FIVB - Federation Internationale de Volleyball; (The International Volleyball Federation); www.fivb.org.
83. FM Approvals - FM Approvals LLC; www.fmglobal.com.
84. FM Global - FM Global; (Formerly: FMG - FM Global); www.fmglobal.com.
85. FRSA - Florida Roofing, Sheet Metal & Air Conditioning Contractors Association, Inc.; www.floridarooft.com.
86. FSA - Fluid Sealing Association; www.fluidsealing.com.
87. FSC - Forest Stewardship Council U.S.; www.fscus.org.
88. GA - Gypsum Association; www.gypsum.org.
89. GANA - Glass Association of North America; www.glasswebsite.com.
90. GS - Green Seal; www.greenseal.org.
91. HI - Hydraulic Institute; www.pumps.org.
92. HI/GAMA - Hydronics Institute/Gas Appliance Manufacturers Association; (See AHRI).
93. HMMA - Hollow Metal Manufacturers Association; (See NAAMM).
94. HPVA - Hardwood Plywood & Veneer Association; www.hpva.org.
95. HPW - H. P. White Laboratory, Inc.; www.hpwhite.com.
96. IAPSC - International Association of Professional Security Consultants; www.iapsc.org.
97. IAS - International Accreditation Service; www.iasonline.org.
98. IAS - International Approval Services; (See CSA).
99. ICBO - International Conference of Building Officials; (See ICC).
100. ICC - International Code Council; www.iccsafe.org.
101. ICEA - Insulated Cable Engineers Association, Inc.; www.icea.net.

102. ICPA - International Cast Polymer Alliance; www.icpa-hq.org.
103. ICRI - International Concrete Repair Institute, Inc.; www.icri.org.
104. IEC - International Electrotechnical Commission; www.iec.ch.
105. IEEE - Institute of Electrical and Electronics Engineers, Inc. (The); www.ieee.org.
106. IES - Illuminating Engineering Society; (Formerly: Illuminating Engineering Society of North America); www.ies.org.
107. IESNA - Illuminating Engineering Society of North America; (See IES).
108. IEST - Institute of Environmental Sciences and Technology; www.iest.org.
109. IGMA - Insulating Glass Manufacturers Alliance; www.igmaonline.org.
110. IGSHPA - International Ground Source Heat Pump Association; www.igshpa.okstate.edu.
111. ILI - Indiana Limestone Institute of America, Inc.; www.ili.ai.com.
112. Intertek - Intertek Group; (Formerly: ETL SEMCO; Intertek Testing Service NA); www.intertek.com.
113. ISA - International Society of Automation (The); (Formerly: Instrumentation, Systems, and Automation Society); www.isa.org.
114. ISAS - Instrumentation, Systems, and Automation Society (The); (See ISA).
115. ISFA - International Surface Fabricators Association; (Formerly: International Solid Surface Fabricators Association); www.isfanow.org.
116. ISO - International Organization for Standardization; www.iso.org.
117. ISSFA - International Solid Surface Fabricators Association; (See ISFA).
118. ITU - International Telecommunication Union; www.itu.int/home.
119. KCMA - Kitchen Cabinet Manufacturers Association; www.kcma.org.
120. LMA - Laminating Materials Association; (See CPA).
121. LPI - Lightning Protection Institute; www.lightning.org.
122. MBMA - Metal Building Manufacturers Association; www.mbma.com.
123. MCA - Metal Construction Association; www.metalconstruction.org.
124. MFMA - Maple Flooring Manufacturers Association, Inc.; www.maplefloor.org.
125. MFMA - Metal Framing Manufacturers Association, Inc.; www.metalframingmfg.org.
126. MHIA - Material Handling Industry of America; www.mhia.org.
127. MIA - Marble Institute of America; www.marble-institute.com.
128. MMPA - Moulding & Millwork Producers Association; www.wmmpa.com.
129. MPI - Master Painters Institute; www.paintinfo.com.
130. MSS - Manufacturers Standardization Society of The Valve and Fittings Industry Inc.; www.mss-hq.org.
131. NAAMM - National Association of Architectural Metal Manufacturers; www.naamm.org.
132. NACE - NACE International; (National Association of Corrosion Engineers International); www.nace.org.
133. NADCA - National Air Duct Cleaners Association; www.nadca.com.
134. NAIMA - North American Insulation Manufacturers Association; www.naima.org.
135. NBGQA - National Building Granite Quarries Association, Inc.; www.nbgqa.com.
136. NBI - New Buildings Institute; www.newbuildings.org.
137. NCAA - National Collegiate Athletic Association (The); www.ncaa.org.
138. NCMA - National Concrete Masonry Association; www.ncma.org.
139. NEBB - National Environmental Balancing Bureau; www.nebb.org.
140. NECA - National Electrical Contractors Association; www.necanet.org.
141. NeLMA - Northeastern Lumber Manufacturers Association; www.nelma.org.
142. NEMA - National Electrical Manufacturers Association; www.nema.org.
143. NETA - InterNational Electrical Testing Association; www.netaworld.org.
144. NFHS - National Federation of State High School Associations; www.nfhs.org.
145. NFPA - National Fire Protection Association; www.nfpa.org.
146. NFPA - NFPA International; (See NFPA).
147. NFRC - National Fenestration Rating Council; www.nfrc.org.
148. NHLA - National Hardwood Lumber Association; www.nhla.com.
149. NLGA - National Lumber Grades Authority; www.nlga.org.
150. NOFMA - National Oak Flooring Manufacturers Association; (See NWFA).
151. NOMMA - National Ornamental & Miscellaneous Metals Association; www.nomma.org.
152. NRCA - National Roofing Contractors Association; www.nrca.net.
153. NRMCA - National Ready Mixed Concrete Association; www.nrmca.org.
154. NSF - NSF International; www.nsf.org.
155. NSPE - National Society of Professional Engineers; www.nspe.org.
156. NSSGA - National Stone, Sand & Gravel Association; www.nssga.org.

157. NTMA - National Terrazzo & Mosaic Association, Inc. (The); www.ntma.com.
158. NWFA - National Wood Flooring Association; www.nwfa.org.
159. PCI - Precast/Prestressed Concrete Institute; www.pci.org.
160. PDI - Plumbing & Drainage Institute; www.pdionline.org.
161. PLASA - PLASA; (Formerly: ESTA - Entertainment Services and Technology Association); www.plasa.org.
162. RCSC - Research Council on Structural Connections; www.boltcouncil.org.
163. RFCI - Resilient Floor Covering Institute; www.rfci.com.
164. RIS - Redwood Inspection Service; www.redwoodinspection.com.
165. SAE - SAE International; www.sae.org.
166. SCTE - Society of Cable Telecommunications Engineers; www.scte.org.
167. SDI - Steel Deck Institute; www.sdi.org.
168. SDI - Steel Door Institute; www.steeldoors.org.
169. SEFA - Scientific Equipment and Furniture Association (The); www.sefab.com.
170. SEI/ASCE - Structural Engineering Institute/American Society of Civil Engineers; (See ASCE).
171. SIA - Security Industry Association; www.siaonline.org.
172. SJI - Steel Joist Institute; www.steeljoist.org.
173. SMA - Screen Manufacturers Association; www.smainfo.org.
174. SMACNA - Sheet Metal and Air Conditioning Contractors' National Association; www.smacna.org.
175. SMPTE - Society of Motion Picture and Television Engineers; www.smpte.org.
176. SPFA - Spray Polyurethane Foam Alliance; www.sprayfoam.org.
177. SPIB - Southern Pine Inspection Bureau; www.spib.org.
178. SPRI - Single Ply Roofing Industry; www.spri.org.
179. SRCC - Solar Rating & Certification Corporation; www.solar-rating.org.
180. SSINA - Specialty Steel Industry of North America; www.ssina.com.
181. SSPC - SSPC: The Society for Protective Coatings; www.sspc.org.
182. STI - Steel Tank Institute; www.steeltank.com.
183. SWI - Steel Window Institute; www.steelwindows.com.
184. SWPA - Submersible Wastewater Pump Association; www.swpa.org.
185. TCA - Tilt-Up Concrete Association; www.tilt-up.org.
186. TCNA - Tile Council of North America, Inc.; www.tileusa.com.
187. TEMA - Tubular Exchanger Manufacturers Association, Inc.; www.tema.org.
188. TIA - Telecommunications Industry Association (The); (Formerly: TIA/EIA - Telecommunications Industry Association/Electronic Industries Alliance); www.tiaonline.org.
189. TIA/EIA - Telecommunications Industry Association/Electronic Industries Alliance; (See TIA).
190. TMS - The Masonry Society; www.masonrysociety.org.
191. TPI - Truss Plate Institute; www.tpinst.org.
192. TPI - Turfgrass Producers International; www.turfgrassod.org.
193. TRI - Tile Roofing Institute; www.tilerroofing.org.
194. UL - Underwriters Laboratories Inc.; www.ul.com.
195. UNI - Uni-Bell PVC Pipe Association; www.uni-bell.org.
196. USAV - USA Volleyball; www.usavolleyball.org.
197. USGBC - U.S. Green Building Council; www.usgbc.org.
198. USITT - United States Institute for Theatre Technology, Inc.; www.usitt.org.
199. WASTEC - Waste Equipment Technology Association; www.wastec.org.
200. WCLIB - West Coast Lumber Inspection Bureau; www.wclib.org.
201. WCMA - Window Covering Manufacturers Association; www.wcmanet.org.
202. WDMA - Window & Door Manufacturers Association; www.wdma.com.
203. WI - Woodwork Institute; www.wicnet.org.
204. WSRCA - Western States Roofing Contractors Association; www.wsrca.com.
205. WWPA - Western Wood Products Association; www.wwpa.org.

- C. Code Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list.

1. DIN - Deutsches Institut für Normung e.V.; www.din.de.
2. IAPMO - International Association of Plumbing and Mechanical Officials; www.iapmo.org.
3. ICC - International Code Council; www.iccsafe.org.
4. ICC-ES - ICC Evaluation Service, LLC; www.icc-es.org.

- D. Federal Government Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list.
1. COE - Army Corps of Engineers; www.usace.army.mil.
 2. CPSC - Consumer Product Safety Commission; www.cpsc.gov.
 3. DOC - Department of Commerce; National Institute of Standards and Technology; www.nist.gov.
 4. DOD - Department of Defense; www.quicksearch.dla.mil.
 5. DOE - Department of Energy; www.energy.gov.
 6. EPA - Environmental Protection Agency; www.epa.gov.
 7. FAA - Federal Aviation Administration; www.faa.gov.
 8. FG - Federal Government Publications; www.gpo.gov.
 9. GSA - General Services Administration; www.gsa.gov.
 10. HUD - Department of Housing and Urban Development; www.hud.gov.
 11. LBL - Lawrence Berkeley National Laboratory; Environmental Energy Technologies Division; www.eetd.lbl.gov.
 12. OSHA - Occupational Safety & Health Administration; www.osha.gov.
 13. SD - Department of State; www.state.gov.
 14. TRB - Transportation Research Board; National Cooperative Highway Research Program; The National Academies; www.trb.org.
 15. USDA - Department of Agriculture; Agriculture Research Service; U.S. Salinity Laboratory; www.ars.usda.gov.
 16. USDA - Department of Agriculture; Rural Utilities Service; www.usda.gov.
 17. USDJ - Department of Justice; Office of Justice Programs; National Institute of Justice; www.ojp.usdoj.gov.
 18. USP - U.S. Pharmacopeial Convention; www.usp.org.
 19. USPS - United States Postal Service; www.usps.com.
- E. Standards and Regulations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the standards and regulations in the following list.
1. CFR - Code of Federal Regulations; Available from Government Printing Office; www.gpo.gov/fdsys.
 2. DOD - Department of Defense; Military Specifications and Standards; Available from DLA Document Services; www.quicksearch.dla.mil.
 3. DSCC - Defense Supply Center Columbus; (See FS).
 4. FED-STD - Federal Standard; (See FS).
 5. FS - Federal Specification; Available from DLA Document Services; www.quicksearch.dla.mil.
 - a. Available from Defense Standardization Program; www.dsp.dla.mil.
 - b. Available from General Services Administration; www.gsa.gov.
 - c. Available from National Institute of Building Sciences/Whole Building Design Guide; www.wbdg.org/cdb.
 6. MILSPEC - Military Specification and Standards; (See DOD).
 7. USAB - United States Access Board; www.access-board.gov.
 8. USATBCB - U.S. Architectural & Transportation Barriers Compliance Board; (See USAB).
- F. State Government Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list.
1. CBHF; State of California; Department of Consumer Affairs; Bureau of Electronic and Appliance Repair, Home Furnishings and Thermal Insulation; www.bearhfti.ca.gov.
 2. CCR; California Code of Regulations; Office of Administrative Law; California Title 24 Energy Code; www.calregs.com.
 3. CDHS; California Department of Health Services; (See CDPH).
 4. CDPH; California Department of Public Health; Indoor Air Quality Program; www.cal-iaq.org.
 5. CPUC; California Public Utilities Commission; www.cpuc.ca.gov.
 6. SCAQMD; South Coast Air Quality Management District; www.aqmd.gov.

7. TFS; Texas A&M Forest Service; Sustainable Forestry and Economic Development;
www.txforestservation.tamu.edu.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

SECTION 01 50 00

TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes requirements for temporary utilities, support facilities, and security and protection facilities.
- B. Related Requirements:
 - 1. Section 01 10 00 "Summary" for work restrictions and limitations on utility interruptions.

1.2 USE CHARGES

- A. General: Installation and removal of and use charges for temporary facilities shall be included in the Contract Sum unless otherwise indicated. Allow other entities to use temporary services and facilities without cost, including, but not limited to, Owner's construction forces, Landscape Architect/Engineer, occupants of Project, testing agencies, and authorities having jurisdiction.
- B. Water service on Project shall not be used for construction purposes. Contractor to use temporary water meter for all construction activities.
- C. Electric Power Service from Existing System: Electric power from Owner's existing system is available for use without metering and without payment of use charges. Existing power service includes 1 – 110Volt, 15 Amp outlet.

1.3 INFORMATIONAL SUBMITTALS

- A. Site Plan: Show temporary facilities, utility hookups, staging areas, and parking areas for construction personnel for approval by Construction Manager and Owner.
- B. Erosion- and Sedimentation-Control Plan: Show compliance with requirements of EPA Construction General Permit or authorities having jurisdiction, whichever is more stringent.

1.4 QUALITY ASSURANCE

- A. Electric Service: Comply with NECA, NEMA, and UL standards and regulations for temporary electric service. Install service to comply with NFPA 70.
- B. Tests and Inspections: Arrange for authorities having jurisdiction to test and inspect each temporary utility before use. Obtain required certifications and permits.

1.5 PROJECT CONDITIONS

- A. Temporary Use of Permanent Facilities: Engage Installer of each permanent service to assume responsibility for operation, maintenance, and protection of each permanent service during its use as a construction facility before Owner's acceptance, regardless of previously assigned responsibilities.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. PORTABLE CHAIN-LINK FENCING:
 - 1. Minimum 2-inch (50-mm), 0.148-inch- (3.8-mm-) thick, galvanized-steel, chain-link fabric fencing; minimum 6 feet (1.8 m) high with galvanized-steel pipe posts; minimum 2-3/8-inch- (60-mm-) OD line posts and 2-7/8-inch- (73-mm-) OD corner and pull posts, with 1-5/8-inch- (42-mm-) OD top and bottom rails. Provide concrete galvanized-steel bases for supporting posts.

2.2 TEMPORARY FACILITIES

- A. Storage and Fabrication Sheds: Provide sheds sized, furnished, and equipped to accommodate materials and equipment for construction operations.

2.3 EQUIPMENT

- A. Fire Extinguishers: Portable, UL rated; with class and extinguishing agent as required by locations and classes of fire exposures.

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

- A. Locate facilities where they will serve Project adequately and result in minimum interference with performance of the Work. Relocate and modify facilities as required by progress of the Work.
 - 1. Locate facilities to limit site disturbance as specified in Section 01 10 00 "Summary."
- B. Provide each facility ready for use when needed to avoid delay. Do not remove until facilities are no longer needed or are replaced by authorized use of completed permanent facilities.

3.2 TEMPORARY UTILITY INSTALLATION

- A. General: Install temporary service or connect to existing service.
 - 1. Arrange with utility company, Owner, and existing users for time when service can be interrupted, if necessary, to make connections for temporary services.
- B. Sewers and Drainage: Provide temporary utilities to remove effluent lawfully.
 - 1. Connect temporary sewers to municipal system as directed by authorities having jurisdiction.

- C. Water Service: Install water service and distribution piping in sizes and pressures adequate for construction.
- D. Sanitary Facilities: Provide temporary toilets, wash facilities, and drinking water for use of construction personnel. Comply with requirements of authorities having jurisdiction for type, number, location, operation, and maintenance of fixtures and facilities.
 - 1. Toilets: Use of Owner's existing toilet facilities shall not be permitted.
- E. Electric Power Service: Connect to Owner's existing electric power service. Maintain equipment in a condition acceptable to Owner.
- F. Electric Power Service: Provide electric power service and distribution system of sufficient size, capacity, and power characteristics required for construction operations.
- G. Lighting: Provide temporary lighting with local switching that provides adequate illumination for construction operations, observations, inspections, and traffic conditions.
 - 1. Install and operate temporary lighting that fulfills security and protection requirements without operating entire system.

3.3 SUPPORT FACILITIES INSTALLATION

- A. Temporary Roads and Paved Areas: Construct and maintain temporary roads and paved areas adequate for construction operations. Locate temporary roads and paved areas as approved by Construction Manager and Owner.
 - 1. Provide dust-control treatment that is nonpolluting and non-tracking. Reapply treatment as required to minimize dust.
- B. Traffic Controls: Comply with requirements of authorities having jurisdiction.
 - 1. Protect existing site improvements to remain including curbs, pavement, and utilities.
 - 2. Maintain access for fire-fighting equipment and access to fire hydrants.
- C. Parking: Use designated areas of Owner's existing parking areas for construction personnel.
- D. Dewatering Facilities and Drains: Comply with requirements of authorities having jurisdiction. Maintain Project site, excavations, and construction free of water.
 - 1. Dispose of rainwater in a lawful manner that will not result in flooding Project or adjoining properties or endanger permanent Work or temporary facilities.
 - 2. Remove snow and ice as required to minimize accumulations.
- E. Project Signs: Provide Project signs as indicated. Unauthorized signs are not permitted.
 - 1. Identification Signs: Provide Project identification signs as indicated on Drawings.
 - 2. Temporary Signs: Provide other signs as indicated and as required to inform public and individuals seeking entrance to Project.
 - a. Provide temporary, directional signs for construction personnel and visitors.
 - 3. Maintain and touchup signs so they are legible at all times.
- F. Waste Disposal Facilities: Comply with requirements specified in Section 01 74 19 "Construction Waste Management and Disposal."

- G. Waste Disposal Facilities: Provide waste-collection containers in sizes adequate to handle waste from construction operations. Comply with requirements of authorities having jurisdiction. Comply with progress cleaning requirements in Section 01 73 00 "Execution."
- H. Lifts and Hoists: Provide facilities necessary for hoisting materials and personnel.
 - 1. Truck cranes and similar devices used for hoisting materials are considered "tools and equipment" and not temporary facilities.

3.4 SECURITY AND PROTECTION FACILITIES INSTALLATION

- A. Protection of Existing Facilities: Protect existing vegetation, equipment, structures, utilities, and other improvements at Project site and on adjacent properties, except those indicated to be removed or altered. Repair damage to existing facilities.
- B. Environmental Protection: Provide protection, operate temporary facilities, and conduct construction as required to comply with environmental regulations and that minimize possible air, waterway, and subsoil contamination or pollution or other undesirable effects.
- C. Temporary Erosion and Sedimentation Control: Comply with requirements of 2003 EPA Construction General Permit or authorities having jurisdiction, whichever is more stringent and requirements specified in Section 31 10 00 "Site Clearing."
- D. Temporary Erosion and Sedimentation Control: Provide measures to prevent soil erosion and discharge of soil-bearing water runoff and airborne dust to undisturbed areas and to adjacent properties and walkways, according to erosion- and sedimentation-control Drawings requirements of 2003 EPA Construction General Permit or authorities having jurisdiction, whichever is more stringent.
- E. Stormwater Control: Comply with requirements of authorities having jurisdiction. Provide barriers in and around excavations and subgrade construction to prevent flooding by runoff of stormwater from heavy rains.
- F. Tree and Plant Protection: Comply with requirements specified in Section 01 56 39 "Temporary Tree and Plant Protection."
- G. Tree and Plant Protection: Install temporary fencing located as indicated or outside the drip line of trees to protect vegetation from damage from construction operations. Protect tree root systems from damage, flooding, and erosion.
- H. Pest Control: Engage pest-control service to recommend practices to minimize attraction and harboring of rodents, roaches, and other pests and to perform extermination and control procedures at regular intervals so Project will be free of pests and their residues at Substantial Completion. Perform control operations lawfully, using environmentally safe materials.
- I. Security Enclosure and Lockup: Install temporary enclosure around partially completed areas of construction. Provide lockable entrances to prevent unauthorized entrance, vandalism, theft, and similar violations of security. Lock entrances at end of each workday.
- J. Barricades, Warning Signs, and Lights: Comply with requirements of authorities having jurisdiction for erecting structurally adequate barricades, including warning signs and lighting.
- K. Temporary Egress: Maintain temporary egress from existing occupied facilities as indicated and as required by authorities having jurisdiction.

- L. Temporary Enclosures: Provide temporary enclosures for protection of construction, in progress and completed, from exposure, foul weather, other construction operations, and similar activities. Provide temporary weathertight enclosure for building exterior.
 - 1. Where heating or cooling is needed and permanent enclosure is not complete, insulate temporary enclosures.

3.5 OPERATION, TERMINATION, AND REMOVAL

- A. Supervision: Enforce strict discipline in use of temporary facilities. To minimize waste and abuse, limit availability of temporary facilities to essential and intended uses.
- B. Maintenance: Maintain facilities in good operating condition until removal.
- C. Temporary Facility Changeover: Do not change over from using temporary security and protection facilities to permanent facilities until Substantial Completion.
- D. Termination and Removal: Remove each temporary facility when need for its service has ended, when it has been replaced by authorized use of a permanent facility, or no later than Substantial Completion. Complete or, if necessary, restore permanent construction that may have been delayed because of interference with temporary facility. Repair damaged Work, clean exposed surfaces, and replace construction that cannot be satisfactorily repaired.
 - 1. Materials and facilities that constitute temporary facilities are property of Contractor. Owner reserves right to take possession of Project identification signs.
 - 2. At Substantial Completion, repair, renovate, and clean permanent facilities used during construction period. Comply with final cleaning requirements specified in Section 01 77 00 "Closeout Procedures."

END OF SECTION

SECTION 01 56 39

TEMPORARY TREE AND PLANT PROTECTION

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes general protection and pruning of existing trees and plants that are affected by execution of the Work, whether temporary or permanent construction.

1.2 DEFINITIONS

- A. Plant-Protection Zone: Area surrounding individual trees, groups of trees, shrubs, or other vegetation to be protected during construction and indicated on Drawings.
- B. Tree-Protection Zone: Area surrounding individual trees or groups of trees to be protected during construction and indicated on drawings.

1.3 PREINSTALLATION MEETINGS

- A. Preinstallation Conference: Conduct conference at Project Site.

1.4 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. Shop Drawings:
 - 1. Include plans, elevations, sections, and locations of protection-zone fencing and signage, showing relation of equipment-movement routes and material storage locations with protection zones.
- C. Samples: For each type of the following:
 - 1. Organic Mulch: Sealed plastic bags labeled with composition of materials by percentage of weight and source of mulch.
 - 2. Protection-Zone Fencing: Assembled Samples.
 - 3. Protection-Zone Signage: Full-size Samples.
- D. Tree Pruning Schedule: Written schedule detailing scope and extent of pruning of trees to remain that interfere with or are affected by construction.

1.5 INFORMATIONAL SUBMITTALS

- A. Certification: From arborist, certifying that trees indicated to remain have been protected during construction according to recognized standards and that trees were promptly and properly treated and repaired when damaged.

- B. Maintenance Recommendations: From arborist, for care and protection of trees affected by construction during and after completing the Work.
- C. Existing Conditions: Documentation of existing trees and plantings indicated to remain, which establishes preconstruction conditions that might be misconstrued as damage caused by construction activities.

1.6 QUALITY ASSURANCE

- A. Arborist Qualifications: Certified Arborist as certified by ISA, licensed arborist in jurisdiction where Project is located, current member of ASCA, or registered Consulting Arborist as designated by ASCA.

1.7 FIELD CONDITIONS

- A. The following practices are prohibited within protection zones:
 - 1. Storage of construction materials, debris, or excavated material.
 - 2. Moving or parking vehicles or equipment.
 - 3. Foot traffic.
 - 4. Erection of sheds or structures.
 - 5. Impoundment of water.
 - 6. Excavation or other digging unless otherwise indicated.
 - 7. Attachment of signs to or wrapping materials around trees or plants unless otherwise indicated.
- B. Do not direct vehicle or equipment exhaust toward protection zones.
- C. Prohibit heat sources, flames, ignition sources, and smoking within or near protection zones and organic mulch.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Backfill Soil: Planting soil of suitable moisture content and granular texture for placing around tree; free of stones, roots, plants, sod, clods, clay lumps, pockets of coarse sand, concrete slurry, concrete layers or chunks, cement, plaster, building debris, and other extraneous materials harmful to plant growth.
 - 1. Mixture: Well-blended mix of two parts stockpiled soil to one part planting soil.
 - 2. Planting Soil: Planting soil as specified in Section 329115 "Soil Preparation."
- B. Organic Mulch: Free from deleterious materials and suitable as a top dressing for trees and shrubs, consisting of one of the following:
 - 1. Type: Shredded hardwood.
- C. Protection-Zone Fencing: Fencing fixed in position and meeting the following requirements:
 - 1. Plastic Protection-Zone Fencing: Plastic construction fencing constructed of high-density extruded and stretched polyethylene fabric with 2-inch (50-mm) maximum opening in pattern and supported by tubular or T-shape galvanized-steel posts spaced not more than 96 inches (2400 mm) apart. High-visibility orange color.
 - a. Height: 48 inches (1200 mm).

- D. Protection-Zone Signage: Shop-fabricated, rigid plastic or metal sheet with attachment holes pre-punched and reinforced; legibly printed with nonfading lettering.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Erosion and Sedimentation Control: Examine the site to verify that temporary erosion- and sedimentation-control measures are in place. Verify that flows of water redirected from construction areas or generated by construction activity do not enter or cross protection zones.

3.2 PREPARATION

- A. Protect tree root systems from damage caused by runoff or spillage of noxious materials while mixing, placing, or storing construction materials. Protect root systems from ponding, eroding, or excessive wetting caused by dewatering operations.
- B. Tree-Protection Zones: Mulch areas inside tree-protection zones and other areas indicated. Do not exceed indicated thickness of mulch.
 - 1. Apply 2-inch (50-mm) uniform thickness of organic mulch unless otherwise indicated. Do not place mulch within 6 inches of tree trunks.

3.3 PROTECTION ZONES

- A. Protection-Zone Fencing: Install protection-zone fencing along edges of protection zones in a manner that will prevent people from easily entering protected areas.
 - 1. Posts: Set or drive posts into ground one-third the total height of the fence without concrete footings. Where a post is located on existing paving or concrete to remain, provide appropriate means of post support acceptable to Landscape Architect/Engineer.
- B. Protection-Zone Signage: Install protection-zone signage in visibly prominent locations in a manner approved by Landscape Architect/Engineer.
- C. Maintain protection zones free of weeds and trash.
- D. Maintain protection-zone fencing and signage in good condition as acceptable to Landscape Architect/Engineer and remove when construction operations are complete, and equipment has been removed from the site.

3.4 EXCAVATION

- A. General: Excavate at edge of protection zones and for trenches indicated within protection zones according to requirements in Section 31 20 00 "Earth Moving" unless otherwise indicated.
- B. Trenching within Protection Zones: Where utility trenches are required within protection zones, excavate under or around tree roots by hand or with air spade, or tunnel under the roots by drilling, auger boring, or pipe jacking. Do not cut main lateral tree roots or taproots; cut only smaller roots that interfere with installation of utilities. Cut roots as required for root pruning.

- C. Do not allow exposed roots to dry out before placing permanent backfill.

3.5 ROOT PRUNING

- A. Prune tree roots that are affected by temporary and permanent construction. Prune roots as follows:
 - 1. Cut roots manually by digging a trench and cutting exposed roots with sharp pruning instruments; do not break, tear, chop, or slant the cuts. Do not use a backhoe or other equipment that rips, tears, or pulls roots.
 - 2. Temporarily support and protect roots from damage until they are permanently redirected and covered with soil.
 - 3. Cover exposed roots with burlap and water regularly.
 - 4. Backfill as soon as possible according to requirements in Section 31 20 00 "Earth Moving."
- B. Root Pruning at Edge of Protection Zone: Prune tree roots by cleanly cutting all roots to the depth of the required excavation.
- C. Root Pruning within Protection Zone: Clear and excavate by hand or with air spade to the depth of the required excavation to minimize damage to tree root systems. If excavating by hand, use narrow-tine spading forks to comb soil to expose roots. Cleanly cut roots as close to excavation as possible.

3.6 CROWN PRUNING

- A. Prune branches that are affected by temporary and permanent construction. Prune branches as directed by arborist.
 - 1. Prune to remove only broken, dying, or dead branches unless otherwise indicated. Do not prune for shape unless otherwise indicated.
 - 2. Do not remove or reduce living branches to compensate for root loss caused by damaging or cutting root system.
 - 3. Pruning Standards: Prune trees according to ANSI A300 (Part 1).
- B. Cut branches with sharp pruning instruments; do not break or chop.
- C. Do not paint or apply sealants to wounds.
- D. Chip removed branches and stockpile in areas approved by Construction Manager for use on site, as indicated on the plans.

3.7 REGRADING

- A. Lowering Grade: Where new finish grade is indicated below existing grade around trees, slope grade beyond the protection zone. Maintain existing grades within the protection zone.
- B. Raising Grade: Where new finish grade is indicated above existing grade around trees, slope grade beyond the protection zone. Maintain existing grades within the protection zone.
- C. Minor Fill within Protection Zone: Where existing grade is 2 inches (50 mm) or less below elevation of finish grade, fill with backfill soil. Place backfill soil in a single uncompacted layer and hand grade to required finish elevations.

3.8 FIELD QUALITY CONTROL

- A. Inspections: Engage a qualified arborist to direct plant-protection measures in the vicinity of trees, shrubs, and other vegetation indicated to remain and to prepare inspection reports.

3.9 REPAIR AND REPLACEMENT

- A. General: Repair or replace trees, shrubs, and other vegetation indicated to remain or to be relocated that are damaged by construction operations, in a manner approved by Landscape Architect/Engineer.
 - 1. Perform repairs of damaged trunks, branches, and roots within 24 hours according to arborist's written instructions.
 - 2. Replace trees and other plants that cannot be repaired and restored to full-growth status, as determined by Landscape Architect/Engineer.
- B. Excess Mulch: Rake mulched area within protection zones, being careful not to injure roots. Rake to loosen and remove mulch that exceeds a 2-inch (50-mm) uniform thickness to remain.

3.10 DISPOSAL OF SURPLUS AND WASTE MATERIALS

- A. Disposal: Remove excess excavated material, displaced trees, trash, and debris and legally dispose of them off Owner's property.

END OF SECTION

SECTION 01 57 13

TEMPORARY EROSION CONTROL AND SEDIMENT CONTROL

PART 1 - GENERAL

1.1 SECTION INCLUDES:

- A. Work included in this Section, while not inclusive but listed as a guide, shall include:
 - 1. Furnishing of all labor, tools, equipment and incidentals required to complete the work.
 - 2. Layout of work and inspection and maintenance.
 - 3. Installation of silt fences and/or mulch berms.
 - 4. Placement of riprap.
 - 5. Erosion Control matting.
 - 6. Other required BMP measures.
 - 7. Clean-up.
 - 8. Complete all required plans, reports, forms, and applications.

1.2 Definitions

- A. BMP – Best Management Practices
- B. CSN – Construction Site Notice (TCEQ Form)
- C. NOI &NOT – Notice of Intent and Notice of Termination for TPDES permits (TCEQ Forms)
- D. SWPPP OR SWP3 – Storm Water Pollution Prevention Plan
- E. TCEQ – Texas Commission on Environmental Quality
- F. TPDES – Texas Pollutant Discharge Elimination System
- G. Large Construction Activities – Construction activities including clearing, grading and excavating that result in land disturbance of equal to or greater than five (5) acres of land.
- H. Small Construction Activities - Construction activities including clearing, grading and excavating that result in land disturbance of equal to or greater than one (1) acre and less than five (5) acres of land.
- I. Owner's Representative –Landscape Architect or Engineer(A/E) or other as appointed by Owner.

1.3 Related Documents and Applicable Work

- A. Coordinate the work of this Section with the Work of other Sections as required to properly execute the Work and as necessary to maintain satisfactory progress of the Work of other Sections. Other Sections containing related work include but are not limited to the following:
 - 1. Site Preparation - Section 31 10 00
 - 2. Earthwork – Section 31 23 15
 - 3. Operation & Maintenance of Planting – Section 32 01 90
 - 4. Landscape Seeding and Sodding – Section 32 92 00

- B. The TCEQ TPDES General Permit No. TXR150000, March 5, 2013, and the project SWPPP. This specification requires compliance with all provisions of the TCEQ with regards to the TPDES general permit. The TCEQ requirements currently pertain to large construction activities of five (5) acres or more and small construction activities which disturb one (1) to less than five (5) acres. Contractor required to produce SWPPP when disturbed area of project is one (1) acre or greater, unless noted on plan as being provided by others. **Estimated** disturbed area must be verified by the Contractor and include Contractor storage areas per General Permit requirements.
- C. Any Information to Respondents, Agreement, Uniform General Conditions, General Conditions and Special Conditions shall be carefully read for provisions pertaining to this work. In the event of conflict, the better quality or greater quantity shall prevail.
- D. The work described in this section is applicable to any and all sections of the Construction Documents. Any and all work that would disturb the existing site conditions or present the potential for site run-off shall adhere fully to this specification section.
- E. Unless specifically notified to the contrary in writing, all aspects of this specification shall apply to this project.

1.4 References:

Meet requirements and recommendations of applicable portions of Standards listed.

- A. ASTM D698 - Laboratory Compaction Characteristic of Soil Using Standard Effort (12,400 lb/ft;).
- B. ASTM D4318 - Liquid Limit, Plastic Limit and Plasticity Index of Soils.
- C. Texas Department of Transportation Standard Specifications for Construction of Highways, Streets, and Bridges, 2004, TxDOT.
- D. TCEQ and any MS4 (City) with jurisdiction (i.e. City of Edinburg).
- E. City of Edinburg Stormwater Pollution Prevention Ordinance.

1.5 Contractor Responsibilities:

- A. This project requires implementation of storm water "Best Management Practices" (BMP) for control devices and monitoring by the Contractor. The Contractor must fulfill all Texas Pollutant Discharge Elimination System (TPDES) regulatory requirements, including the filing of a NOI and NOT (if required by permit) and/or signing and posting of the Construction Site Notice (CSN). If the ESTIMATED disturbed area is one (1) acre or more, Contractor shall produce SWPPP booklet (unless noted on plan as being provided by Others), and post CSN on-site, mailing a copy to MS4. Filing NOI and NOT with TCEQ for permit will not be required unless area exceeds five acres. Contractor is ultimately responsible for verifying actual disturbed area and determining if it exceeds one/five acres. Contractor storage areas must be included in the calculation per General Permit requirements.
- B. The Contractor shall provide signatures of a corporate Officer for the NOI, CSN and NOT and any other forms or applications as required by the TPDES General Permit TXR150000. The Contractor shall also provide delegated authorization to sign reports per 30 TAC 305.128. Individuals conducting site inspections shall be qualified to the satisfaction of OWNER'S REP. Documented qualifications shall be included in the SWPPP booklet (if required by general permit).
- C. Contractor signs the NOI and CSN (as required by general permit) and forwards it to the Owner. The application fee must accompany the NOI. OWNER'S REP. signs his NOI and CSN and sends both NOI's

and application fees to TCEQ. The Contractor shall insert a copy of the signed NOI or CSN into the SWPPP booklet to be kept at the jobsite.

- D. The SWPPP booklet (REQUIRED ON THIS PROJECT IF DISTURBED AREA IS ONE (1) ACRE OR MORE) shall be kept at the jobsite and shall also contain the following items in addition to General Permit requirements:
 - 1. A letter delegating signature authority to the field personnel for both the Contractor and OWNER.
 - 2. A copy of TPDES permit when received. (ONLY IF LARGE CONSTRUCTION ACTIVITY and NOI submitted to TCEQ.
 - 3. Construction Site Notice for large or small construction activities
- E. The Contractor shall review SWPPP and verify existing conditions at the site before determining scope of implementation of site controls. Site survey and site plan drawings shall be used for additional reference. The Contractor shall notify Owner's Rep., in advance, of this site review to allow for Owner participation.
- F. If disturbed area greater than 1 acre, the Contractor shall construct a Project SWPPP sign and place it at the main entrance to the project site. This sign shall include the NOI and TPDES permit along with Construction Site Notice; or the Construction Site Notice for small construction projects, for both OWNER and Contractor. The sign shall be constructed as detailed in the SWPPP or as Directed by Owner's Rep.
- G. Contractor shall contact Owner's Rep. for review of initial site controls in place prior to commencing site-disturbing activities, to ensure that any unusual circumstances or unforeseen site conditions with regard to erosion and sedimentation have been addressed.
- H. The Contractor shall provide all material, labor, equipment and services required to implement, maintain and monitor all erosion and sedimentation controls in compliance with MS4 and TCEQ. All controls implemented by the Contractor shall comply with the Texas Pollutant Discharge Elimination System (TPDES) regulations as issued by the Texas Commission on Environmental Quality (TCEQ) on March 5, 2013. These controls shall remain in operation until project completion and reestablishment of the site or longer as directed by Owner's Rep. The work shall include, but not be limited to the following:
 - 1. All earthwork as required to implement swales, dikes, basins and other excavations for temporary routing of utilities, to protect against erosion or sediment-laden ("polluted") storm water runoff.
 - 2. All structural controls as shown or specified, including silt fences, sediment traps, stabilized construction entrance, subsurface drains, pipe slope drains, inlet/outlet protection, reinforced soil retention, gabions, rock berms, etc.
 - 3. All non-structural controls as shown or specified, including temporary or permanent vegetation, mulching, geotextiles, sod stabilization, preservation of vegetative buffer strips, preservation/protection of existing trees and other mature vegetation.
 - 4. All modifications and revisions to SWPPP necessary to meet changing site conditions and to address new sources of storm water discharges, as the work progresses.
 - 5. All maintenance and repair of structural and non-structural controls in place shall continue until final stabilization is achieved or as directed by Owner's Rep.
 - 6. Weekly site inspections, or as required by the SWPPP, of pollutant sources, including hazardous sources, structural and non-structural controls, and all monitoring of SWPPP revisions and maintenance of inspection records.
 - 7. Removal of all structural and non-structural controls as necessary upon completion, and only after final stabilization is achieved.
 - 8. Filing of Notice of Termination (NOT) within 30 days of final stabilization being achieved, or of another Operator assuming control of the non-stabilized portions of the site, if an NOI was filed for project.
 - 9. SWPPP may require additional requirements to ensure compliance with TPDES and local regulations.

1.6 Quality Assurance

- A. In order to minimize the discharge of pollutants to storm water, the Contractor shall implement all permanent and temporary site controls according to Texas Pollutant Discharge Elimination System (TPDES) Guidelines, as set forth by the Texas Commission on Environmental Quality.

- B. Implementation of site controls shall be performed by a qualified contractor experienced in the proper installation of such devices in accordance with manufacturers' specifications, and in keeping with recognized Best Management Practices (BMP's), and in keeping with TPDES regulations.
- C. The Contractor shall inspect all BMP's at regular intervals as specified. Use standard Inspection forms for each inspection. Record all deficiencies of site controls and take immediate action to correct any deficiencies recorded. Keep records of inspections current and on file, available for review by EPA, TCEQ, MS4 Operator and Owner's Rep.

1.7 Submittals:

- A. Submittals of products used in structural and non-structural controls shall be submitted in accordance with Construction Documents prior to installation on the site. The Contractor shall make available physical samples (as noted or requested) and product literature on all materials used in structural or non-structural controls during the course of the project prior to its implementation in the field. This includes but is not limited to soil, aggregate, wire, fencing, posts, pipe, filter fabric, mulch, seed, fertilizer, and etc.
- B. Product data for drainage piping and specialties.
- C. Product data and sample for geotextiles and erosion control matting.
- D. Product data for grass seed and/or sod and/or compost mulch.
- E. Product data and sample for soil retention blankets.
- F. Product data for geotextile silt fence system.
- G. Storm Water Pollution Prevention Plan (SWPPP). Contractor shall produce, review, complete required forms and maintain book throughout duration of contract, if disturbed area is larger than 1 acre.

1.8 Summary:

- A. This work shall consist of furnishing, installing, maintaining and removing devices to prevent silt from leaving the site, either through inlets or by overland flow. The quantities of temporary silt fence shown on the plans may be increased or decreased based on weather, construction procedures, and actual site conditions that occur during construction of the project. Such variations in quantity will not be considered as alterations in the details of construction or a change in the character of the work.
- B. The contractor shall have the option of installing a silt fence constructed of geotextiles or filter dikes.

PART 2 - PRODUCTS

2.1 Materials:

Specific site control devices are identified on the Erosion Control Plan and/or the SWPPP (if disturbing 1 acre or more). Where such devices are indicated, their material composition shall comply with this section.

- A. Materials to be used in structural and non-structural site controls shall include, but not be limited to the following:
 - 1. Silt Fences: implemented to filter, and remove sediment from storm water shall be composed of the following materials:
 - a. Geotextile fabric – a non-woven, polypropylene, polyethylene, or polyamide fabric with non-raveling edges. It shall be non-biodegradable, inert to most soil chemicals, ultraviolet

- resistant, unaffected by moisture and other weather conditions, and permeable to water while retaining sediment. Fabric shall be 36 inches wide, with a minimum weight of 4.5 oz/yd.
- b. Posts – metal fence posts shall be made of hot rolled steel, galvanized or painted, a minimum of 4 feet long, with a Y-bar or TEE cross-section.
 - c. Wire Backing – a galvanized, 2"x4", welded wire fencing, 12 gauge minimum. Width shall be sufficient to support geotextile fabric 24 inches above adjacent grades. Chain link fences located along the same lines as silt fences, may be used to support geotextile fabric. In this circumstance, the geotextile fabric shall be firmly attached to fence.
 - d. Geotextile rolls shall be furnished with suitable wrapping for protection against moisture and extended ultraviolet exposure prior to placement. Each roll shall be labeled or tagged to provide product identification sufficient for inventory and quality control purposes. Rolls shall be stored in a manner which protects them from the elements.
 - e. Prefabricated Fence: Prefabricated fence systems may be used provided they meet all of the above material requirements.
2. Triangular filter dikes: for use on surfaces or in locations where standard silt fence cannot be implemented, shall be composed of the following:
- a. Geotextile fabric - of the type described above, in a minimum width of 60 inches.
 - b. Dike Structure - 6 gauge, 6x6 welded wire mesh, 60 inches wide, folded into a triangular form. Each side shall be 18 inches with an overlap of 6 inches.
 - c. Ties – metal shoat rings or standard wire/cable ties for attachment of wire mesh to itself, and for attachment of geotextile fabric to wire mesh.
3. Stabilized construction entrance: shall be composed of clean, open graded, 3" to 5" diameter crushed stone and shall include the following:
- a. A tire wash-down area shall be installed at the stabilized entrance. All vehicle tires shall be manually washed off with pressurized water to remove all mud and/or debris. This operation is intended to take place during rains or other muddy site conditions to prevent mud/debris on streets.
 - b. The runoff from the tire wash operation shall be contained in a detention pit to prevent site runoff. The resulting discharge shall be disposed of properly.
4. Rock Berms: shall be composed of the following materials:
- a. Rock – clean open graded rock, with a maximum diameter of 3 inches.
 - b. Wire Mesh Support – a galvanized, woven wire sheathing having a maximum opening size of 1 (one) inch, and a minimum wire diameter of 20 gauge.
 - c. Ties – metal shoat rings or standard wire/cable ties.
5. Soil Retention Blanket:
- a. Short Term Protection.
 - 1) Description. This item shall govern for providing and placing wood, straw or coconut fiber mat, synthetic mat, paper mat, jute mesh or other material as a soil retention blanket for erosion control on slopes, ditches and high traffic pedestrian areas of barren soil, for short term protection of seeded or sodded areas as shown on the plans or as specified by the Owner's Representative.
 - 2) Soil Retention Blankets. Samples of all soil retention blankets must be submitted to the Owner's Representative prior to use. Materials shall be approved by Owner's Rep.
 - 3) Jute Mat – a plain fabric made of jute yarn, woven in a loose and simple manner, with a minimum unit weight of 2.7 pounds per square yard. Width shall be as required for the dimensions of the area to be covered.
 - 4) Wood Fiber Mat – a mat composed of wood fibers, which are encased in nylon, cotton or other type of netting.
 - 5) Synthetic Webbing Mat – a mat manufactured from polyvinyl chloride or polypropylene monofilaments, which are bonded together into a three-dimensional web to facilitate erosion control and/or re-vegetation.
 - b. Long Term Protection.

Geotextiles.

 - 1) General. Geotextiles are woven or non-woven synthetic fabrics which are designed to be used for erosion control and soil stabilization applications.
 - 2) Geotextiles used in Erosion Control and Stabilization Applications: The fabric shall conform to the following average roll minimum values (lot mean-2 standard

deviations), as determined by Federal Highway Administration Task Force 25 guidelines cited below, measured in the weakest direction:

<u>Designation</u>	<u>Topic</u>	<u>Erosion*</u>		<u>Stabilization</u>			
		<u>PR</u>	<u>UPR</u>	<u>LOADING</u>			<u>VHI</u>
				<u>Low</u>	<u>Med.</u>	<u>Hi</u>	
ASTM D 4632	Grab Strength(lbs)	90	200	90	130	180	27
ASTM D 4632	Grab Elongation	15%	15%	NA	NA	NA	NA
ASTM D 4533	Trapezoidal Tear(lbs)	30	50	30	40	50	75
ASTM D 751	Burst (psi)	140	320	145	210	290	430
ASTM D 751	Puncture (psi)	40	80	30	40	75	110
ASTM D 4751	Equivalent Opening Size (EOS) (mm)-soil retention						

For Soils in Which:

50% or less passes a #200 mesh sieve
More than 50% passes a #20 mesh sieve
ASTM D 4491 Permeability (k)

EOS:

Greater than a #30 sieve
Greater than a #50 sieve

Type of Application

Critical/Severe:
Normal Applications:

Required Permeability

k (fabric) > 10k (soil)
k (fabric) > k (soil)

*PR: Protected Application (used in conjunction with a buffer)
UPR: Unprotected Application (used with no protective buffer)

- 3) Fasteners. Fasteners shall conform to the manufacturer's recommendations.
6. Organic mulches: shall be used for covering bare soil, retaining moisture under existing vegetation being preserved, and for absorbing the energy of compaction caused by foot or vehicular traffic. Mulch shall be one or more of the following:
 - a. Straw – from broken straw bales that are free of weed and grass seed where the grass from the seed is not desired vegetation for the area to be protected.
 - b. Hay: from broken hay bales containing an approved species of grass and seed, for use where the germinated grasses from the hay bales is considered desirable vegetation in the area to be protected.
 - c. Wood Chips – from chipped limbs of cleared trees on site, or delivered in chipped form, in bulk quantities of pine, cedar or cypress. Wood chips of all species shall be partially decomposed to alleviate nitrogen depletion of the soil in areas where existing vegetation is to be preserved and protected.
 - d. Shredded Mulches – from pine, cypress or cedar, mechanically shredded, and capable of forming an interlocking mat following placement, and after sufficient wetting and drying has taken place naturally.
7. Topsoil: The topsoil shall be fertile soil, be easily cultivated, be free from objectionable material, have a relatively high erosion resistance and be readily able to support the growth of planting, seeding or sodding.
8. Sod: The sod shall consist of live, growing Bermuda grass, St. Augustine grass as shown on the plans or other acceptable grass secured from sources which are approved by Owner's Rep. Bermuda grass sod, St. Augustine grass sod, or other grass sod as shown on the plans, shall have a healthy virile root system of dense, thickly matted roots throughout the soil of the sod for a minimum thickness of 1 inch. The Contractor shall not use sod from areas where the grass is thinned out, or where the grass roots have been dried out by exposure to the air and sun to such an extent as to damage its ability to grow when transplanted.
9. Fertilizer:
 - a. General: Fertilizer shall be a commercial product, uniform in composition, free flowing and suitable for application with approved equipment. Fertilizer shall be delivered to the site in fully labeled original containers. Fertilizer, which has been exposed to high humidity and moisture, has become caked or otherwise damaged, making it unsuitable for use, shall be rejected.

- b. Initial Planting Application. Fertilizer for the initial planting application shall be of an organic base containing by weight the following (or other approved) percentages of nutrients: 15-10-5 (N-P-K); also containing 1--15 percent sulphate and traces of iron and zinc as required and approved by the Owner.
 - c. Specification Submittal. Submit a sample label or specification of the fertilizer proposed to be used for OWNER approval.
 - d. Post Planting Application. Fertilizer for the post planting application shall be a chemical base fertilizer containing by weight the following percentages of nutrients: 21-0-0 (N-P-K) ammonium sulphate; or the nitrogen equivalent of 33-0-0 ammonium nitrate.
10. All other materials indicated in SWPPP, if disturbed area 1 acre or more.

PART 3 - EXECUTION

3.1 General

- A. The Contractor shall provide a complete installation of all site control devices and measures (BMPs) as indicated in the Erosion Control Plan and SWPPP booklet, including the Site Erosion and Sedimentation Control Drawing and as specified herein. These BMPs must be confirmed as fully operational with Owner's Rep. before any work that disturbs the site can begin.
- B. The Contractor shall provide all inspection and monitoring of controls in place and shall perform all revisions and updating of SWPPP booklet. An accurate, chronological record of all Contractor inspections revisions and additional controls shall be kept on file at the project site, for review, with a copy of the SWPPP booklet.
- C. The Contractor shall submit their Notice of Termination (NOT) if required by general permit, to the Owner after all disturbed areas are re-established (stabilized) with vegetative cover following completion of construction. Following acceptance of stabilized areas, all site controls that are no longer necessary shall be removed.

3.2 Control Devices

Execution of specific site control devices is described in the following paragraphs. Refer to the Erosion Control Plan and the SWPPP for applicable devices, extent and location.

A. SILT FENCE

- 1. Silt fences shall consist of geotextile fabric, attached to wire fabric backing to support the geotextile. The wire fabric should be galvanized 2" x 4" welded wire, 12-gauge minimum. Attach non-woven geotextile fabric to fence with shoat or standard cable/wire ties, leaving a "toe" of fabric at the bottom of the fence of not less than 6 (six) inches. Steel posts as specified shall be driven to a depth of 1 (one) foot minimum and spaced not more than 6 (six) feet on center. Tilt posts slightly, in an "uphill" direction for additional strength. Attach fencing to posts with standard cable/wire ties. Dig a 6 (six) inch deep by 6 (six) inch wide trench on the disturbed side of the fence, bury geotextile fabric in trench, backfill and tamp. Abutting ends of geotextile fabric shall be overlapped a minimum of 12 (twelve) inches.
- 2. Maintain silt fence daily as necessary to repair breaches in geotextile fabric. Maintain steel posts as specified in tilted condition. When siltation has occurred, it shall be removed when it has reached a depth of 6 (six) inches. Silt that has been removed shall be redistributed in an appropriate location on site, or legally disposed of off-site.
- 3. Remove silt fence when the disturbed areas protected by silt fence have been completely stabilized as specified. Minimize site disturbance while removing silt fence and posts.
- 4. Filter Dikes: shall be installed per the details shown on the plans.
- 5. Contractor shall ensure that the silt fences are properly located for effectiveness. Where deficiencies exist, additional silt fences shall be installed. Should the silt fence become damaged or otherwise ineffective while the barrier is still necessary, it shall be repaired promptly.

B. CURB INLET PROTECTION

1. Cover curb storm inlet with geotextile fabric covered wire fabric. Wire fabric to be 2"X4" – W1.4XW1.4. Extend fabric 2(two) feet beyond inlet opening at each end and 12" (twelve) in front of opening in the gutter. Remove strip of filter fabric approx. 2 1/2" (two and one half) high for the length of the protection to act as overflow. Extend fabric over the top of opening to allow placement of sandbags. Anchor fabric with 20 lb. Gravel bags placed 3 (three) feet on center.
2. Maintain inlet protection daily as necessary to repair breaches in geotextile fabric. When siltation has occurred, it shall be removed when it has reached a depth of 2 (two) inches. Silt that has been removed shall be redistributed in an appropriate location on site, or legally disposed of offsite.

C. STABILIZED CONSTRUCTION EXIT

1. Stabilized construction exit shall be composed of clean, open graded, 3" to 5" diameter crushed stone placed over a layer of geotextile fabric. The stabilized exit shall include the following:
 - a. A tire wash-down area shall be installed if required, at the stabilized entrance. All vehicle tires shall be manually washed off with pressurized water to remove all mud and/or debris. This operation is intended to take place during rains or other muddy site conditions to prevent mud/debris on streets.
 - b. The runoff from the tire wash operation shall be contained in a detention pit to prevent site runoff. The resulting discharge shall be disposed of properly.

D. ROCK BERM

1. Rock berm shall consist of riprap type rock, secured within wire sheathing as specified, and installed at the toe of slopes, or at the perimeter of developing or disturbed areas. Height of berm shall be a minimum of 18 (eighteen) inches from top of berm to uphill toe of berm. Top width shall be a minimum of 24 (twenty-four) inches, with side slopes of 2:1 or flatter. Uphill toe of berm shall be buried a minimum of 4 (four) inches into existing grade. Rock berm shall have a minimum flow-through rate of 60 (sixty) gallons per minute, per square foot of berm face.
2. Maintain rock berm in a condition that allows the sediment to be removed, when the depth of sediment has reached 1/3 (one third) the height of the berm. Berm shall be reshaped as needed, and silt buildup removed, to maintain specified flow through berm.
3. Rock berm shall be removed when the disturbed areas served have been stabilized as specified.

E. DIVERSION DIKE

1. Diversion dikes shall be formed and shaped using compacted fill and shall not intercept runoff from more than 10 (ten) acres. Dike shall have a minimum top width of 24 (twenty-four) inches, and a minimum height of 18 (eighteen) inches. Soil shall have side slopes of 3:1 or flatter and shall be placed in 8 (eight) inch lifts. Compact soil to 95% standard proctor density. Where protected slopes exceed 2 (two) percent, the uphill side of diversion dike shall be stabilized with crushed stone or erosion control matting – to a distance of not less than 7 (seven) feet from toe of dike. The channel, which is formed by the diversion dike, must have positive drainage for its entire length to a stabilized outlet, such as a rock berm, sandbag berm, or stone outlet structure. Storm water shall not be allowed to overflow the top of diversion dike at any point other than the stabilized outlet.
2. Maintain diversion dike in a condition that allows the storm water runoff to be diverted away from exposed slopes. Repair any failures at top of dike and remove sediment as necessary behind dike to allow positive drainage to a stabilized outlet.
3. Remove diversion dike when the exposed slopes being protected are stabilized with vegetation or other permanent cover.

F. INTERCEPTOR SWALE

1. Interceptor swale shall be implemented to prevent on or off-site storm water from entering a disturbed area or prevent sediment-laden runoff from leaving the site or disturbed area. Interceptor swale shall be excavated as required on the drawings or in the SWPPP, with side slopes of 3:1 or flatter. This shall include all labor and equipment associated with the installation and maintenance of the swale as shown on the construction documents. Constructed swale may be v-shaped or trapezoidal with a flat bottom, depending on the volume of water being channeled. Sediment laden runoff from swale shall be directed to a stabilized outlet or sediment-trapping device. Flow line of swale shall have a continuous fall for its entire length and shall not be allowed to overflow at any other point/s along its length.

2. Maintain interceptor swale in a condition that allows the storm water runoff to be channeled away from disturbed areas. Remove sediment in swale as necessary to maintain positive drainage to a stabilized outlet.
3. Fill in or remove swale after the disturbed area/s being protected is completely stabilized as specified.

G. SOIL RETENTION BLANKETS

1. Remove all rocks, debris, dirt clods, roots, and any other obstructions, which would prevent the matting from lying in direct contact with the soil. 6 inch by 6 inch anchor trenches shall be dug along the entire perimeter of the installation. Bury matting in trenches, backfill and compact. Fasten matting to the soil using 10 gauge wire staples, 6 inches in length and 1 inch wide. Use a minimum of one staple per 4 square feet of matting, and at 12 inches on center along all edges. Install parallel to flow of water and overlap joining strips a minimum of 12 inches.
2. Maintain erosion control matting by repairing any bare spots. Missing or loosened matting shall be promptly replaced or re-anchored.
3. Remove matting where protection is no longer required. In areas where permanent vegetation is established along with matting, matting can be left in place permanently.
4. Soil retention Blankets shall be installed in accordance with Manufacturer's recommendations.

H. MULCHES

1. Apply specified mulches in areas identified on the drawings or in the SWPPP, to a depth of 3 inches or as otherwise specified.
2. "Temporary Seeding Only" - Seed or seed mixture, in the quantity specified, shall be uniformly distributed over the disturbed areas or where directed. Seed and fertilizer to be distributed as water slurry, and the mixture shall be applied to that area to be seeded within 30 minutes after all components are placed in the equipment. After planting, the seed shall be raked or harrowed into the soil to a depth of approximately 1/4 inch (6mm). The planted area shall then be rolled with a smooth roller, developing 15 to 25 psi (100 to 170 kp) contact pressure upon the planted surface area and giving a smooth surface without ruts or tracks. After compacting is completed, the planted area shall be watered sufficiently to assure uniform moisture from the surface to a minimum of six inches (150 mm) in depth.

I. BMP Details

1. Refer to Construction Drawings and/or SWPPP.

3.3 Inspections and Record Keeping

- A. Contractor shall inspect all BMP's on 7-day intervals. Use standard Inspection forms for each inspection. Record all deficiencies of site controls and take immediate action to correct any deficiencies recorded. Exception is rock berms located in a streambed. Any rock berm located in a streambed shall be inspected on a daily basis. Keep records of inspections current and on file, available for review by EPA, TCEQ, MS4 Operator Representative, and Owner's Rep.
- B. Contractor shall keep records of all Contractor inspections on file at project site, and make available for review by Owner's Rep., A/E, EPA, TCEQ or MS4 Operator requesting review of inspection records. One copy of each inspection report shall be delivered to Owner's Rep.
- C. Contractor shall submit copies of all inspection records, logs, reports etc., to the Owner's Rep. at project completion.

3.4 Maintenance

- A. All erosion and sediment control measures and other protective measures required for this project, must be maintained in effective operating condition. If through inspections the Contractor, Owner's Rep. or the A/E determines that BMP's are not operating effectively, maintenance must be performed before the next anticipated storm event or as necessary to maintain the continued effectiveness of storm water controls. If

maintenance prior to the next anticipated storm event is impracticable, maintenance must be scheduled and accomplished as soon as practicable. Erosion and sediment controls that have been intentionally disabled, run-over, removed or otherwise rendered ineffective must be replaced or corrected immediately upon discovery.

3.5 HYDRO MULCHING

- A. Seed or seed mixture, in the quantity specified, shall be uniformly distributed over the areas shown on the plans where directed. Seed and fertilizer to be distributed as water slurry, and the mixture shall be applied to that area to be seeded within 30 minutes after all components are placed in the equipment. Fertilizer shall conform to the requirements of Section 32 01 90. After planting, the seed shall be raked or harrowed into the soil to a depth of approximately 1/4 inch (6mm). The planted area shall then be rolled with a smooth roller, developing 15 to 25 psi (100 to 170 kp) contact pressure upon the planted surface area and giving smooth surface without ruts or tracks. After compacting is completed, the planted area shall be watered sufficiently to assure uniform moisture from the surface to a minimum of six inches (150 mm) in depth.

END OF SECTION

SECTION 01 60 00

PRODUCT REQUIREMENTS

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes administrative and procedural requirements for selection of products for use in Project; product delivery, storage, and handling; manufacturers' standard warranties on products; special warranties; and comparable products.
- B. Related Requirements:
 - 1. Section 01 25 00 "Substitution Procedures" for requests for substitutions.

1.2 DEFINITIONS

- A. Products: Items obtained for incorporating into the Work, whether purchased for Project or taken from previously purchased stock. The term "product" includes the terms "material," "equipment," "system," and terms of similar intent.
 - 1. Named Products: Items identified by manufacturer's product name, including make or model number or other designation shown or listed in manufacturer's published product literature, that is current as of date of the Contract Documents.
 - 2. New Products: Items that have not previously been incorporated into another project or facility. Products salvaged or recycled from other projects are not considered new products.
 - 3. Comparable Product: Product that is demonstrated and approved through submittal process to have the indicated qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics that equal or exceed those of specified product.
- B. Basis-of-Design Product Specification: A specification in which a specific manufacturer's product is named and accompanied by the words "basis-of-design product," including make or model number or other designation, to establish the significant qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics for purposes of evaluating comparable products of additional manufacturers named in the specification.

1.3 ACTION SUBMITTALS

- A. Comparable Product Requests: Submit request for consideration of each comparable product. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.
 - 1. Landscape Architect/Engineer's Action: If necessary, Landscape Architect/Engineer will request additional information or documentation for evaluation within one week of receipt of a comparable product request. Landscape Architect/Engineer will notify Contractor through Construction Manager of approval or rejection of proposed comparable product request within 15 days of receipt of request, or seven days of receipt of additional information or documentation, whichever is later.
 - a. Form of Approval: As specified in Section 01 33 00 "Submittal Procedures."
 - b. Use product specified if Landscape Architect/Engineer does not issue a decision on use of a comparable product request within time allocated.

- B. Basis-of-Design Product Specification Submittal: Comply with requirements in Section 01 33 00 "Submittal Procedures." Show compliance with requirements.

1.4 QUALITY ASSURANCE

- A. Compatibility of Options: If Contractor is given option of selecting between two or more products for use on Project, select product compatible with products previously selected, even if previously selected products were also options.

1.5 PRODUCT DELIVERY, STORAGE, AND HANDLING

- A. Deliver, store, and handle products using means and methods that will prevent damage, deterioration, and loss, including theft and vandalism. Comply with manufacturer's written instructions.

- B. Delivery and Handling:

1. Schedule delivery to minimize long-term storage at Project site and to prevent overcrowding of construction spaces.
2. Coordinate delivery with installation time to ensure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other losses.
3. Deliver products to Project site in an undamaged condition in manufacturer's original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting, and installing.
4. Inspect products on delivery to determine compliance with the Contract Documents and to determine that products are undamaged and properly protected.

- C. Storage:

1. Store products to allow for inspection and measurement of quantity or counting of units.
2. Store materials in a manner that will not endanger Project structure.
3. Store products that are subject to damage by the elements, under cover in a weathertight enclosure above ground, with ventilation adequate to prevent condensation.
4. Protect foam plastic from exposure to sunlight, except to extent necessary for period of installation and concealment.
5. Comply with product manufacturer's written instructions for temperature, humidity, ventilation, and weather-protection requirements for storage.
6. Protect stored products from damage and liquids from freezing.

1.6 PRODUCT WARRANTIES

- A. Warranties specified in other Sections shall be in addition to, and run concurrent with, other warranties required by the Contract Documents. Manufacturer's disclaimers and limitations on product warranties do not relieve Contractor of obligations under requirements of the Contract Documents.

1. Manufacturer's Warranty: Written warranty furnished by individual manufacturer for a particular product and specifically endorsed by manufacturer to Owner.
2. Special Warranty: Written warranty required by the Contract Documents to provide specific rights for Owner.

- B. Special Warranties: Prepare a written document that contains appropriate terms and identification, ready for execution.

1. Manufacturer's Standard Form: Modified to include Project-specific information and properly executed.

2. Specified Form: When specified forms are included with the Specifications, prepare a written document using indicated form properly executed.
 3. Refer to other Sections for specific content requirements and particular requirements for submitting special warranties.
- C. Submittal Time: Comply with requirements in Section 01 77 00 "Closeout Procedures."

PART 2 - PRODUCTS

2.1 PRODUCT SELECTION PROCEDURES

- A. General Product Requirements: Provide products that comply with the Contract Documents, are undamaged and, unless otherwise indicated, are new at time of installation.
1. Provide products complete with accessories, trim, finish, fasteners, and other items needed for a complete installation and indicated use and effect.
 2. Standard Products: If available, and unless custom products or nonstandard options are specified, provide standard products of types that have been produced and used successfully in similar situations on other projects.
 3. Owner reserves the right to limit selection to products with warranties not in conflict with requirements of the Contract Documents.
 4. Where products are accompanied by the term "as selected," Landscape Architect/Engineer will make selection.
 5. Descriptive, performance, and reference standard requirements in the Specifications establish salient characteristics of products.
- B. Product Selection Procedures:
1. Product: Where Specifications name a single manufacturer and product, provide the named product that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered.
 2. Manufacturer/Source: Where Specifications name a single manufacturer or source, provide a product by the named manufacturer or source that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered.
 3. Products:
 - a. Restricted List: Where Specifications include a list of names of both manufacturers and products, provide one of the products listed that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered unless otherwise indicated.
 - b. Nonrestricted List: Where Specifications include a list of names of both available manufacturers and products, provide one of the products listed, or an unnamed product, that complies with requirements. Comply with requirements in "Comparable Products" Article for consideration of an unnamed product.
 4. Manufacturers:
 - a. Restricted List: Where Specifications include a list of manufacturers' names, provide a product by one of the manufacturers listed that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered unless otherwise indicated.
 - b. Nonrestricted List: Where Specifications include a list of available manufacturers, provide a product by one of the manufacturers listed, or a product by an unnamed manufacturer, that complies with requirements. Comply with requirements in "Comparable Products" Article for consideration of an unnamed manufacturer's product.

5. Basis-of-Design Product: Where Specifications name a product, or refer to a product indicated on Drawings, and include a list of manufacturers, provide the specified or indicated product or a comparable product by one of the other named manufacturers. Drawings and Specifications indicate sizes, profiles, dimensions, and other characteristics that are based on the product named. Comply with requirements in "Comparable Products" Article for consideration of an unnamed product by one of the other named manufacturers.
 - C. Visual Matching Specification: Where Specifications require "match Landscape Architect/Engineer's sample", provide a product that complies with requirements and matches Landscape Architect/Engineer's sample. Landscape Architect/Engineer's decision will be final on whether a proposed product matches.
 1. If no product available within specified category matches and complies with other specified requirements, comply with requirements in Section 01 25 00 "Substitution Procedures" for proposal of product.
 - D. Visual Selection Specification: Where Specifications include the phrase "as selected by Landscape Architect/Engineer from manufacturer's full range" or similar phrase, select a product that complies with requirements. Landscape Architect/Engineer will select color, gloss, pattern, density, or texture from manufacturer's product line that includes both standard and premium items.
- 2.2 COMPARABLE PRODUCTS
- A. Conditions for Consideration: Landscape Architect/Engineer will consider Contractor's request for comparable product when the following conditions are satisfied. If the following conditions are not satisfied, Landscape Architect/Engineer may return requests without action, except to record noncompliance with these requirements:
 1. Evidence that the proposed product does not require revisions to the Contract Documents, that it is consistent with the Contract Documents and will produce the indicated results, and that it is compatible with other portions of the Work.
 2. Detailed comparison of significant qualities of proposed product with those named in the Specifications. Significant qualities include attributes such as performance, weight, size, durability, visual effect, and specific features and requirements indicated.
 3. Evidence that proposed product provides specified warranty.
 4. List of similar installations for completed projects with project names and addresses and names and addresses of architects and owners, if requested.
 5. Samples, if requested.

PART 3 - EXECUTION (Not Used)

END OF SECTION

SECTION 01 73 00

EXECUTION

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes general administrative and procedural requirements governing execution of the Work including, but not limited to, the following:
 - 1. Construction layout.
 - 2. Installation of the Work.
 - 3. Cutting and patching.
 - 4. Progress cleaning.
 - 5. Starting and adjusting.
 - 6. Protection of installed construction.
- B. Related Requirements:
 - 1. Section 01 10 00 "Summary" for limits on use of Project site.
 - 2. Section 01 77 00 "Closeout Procedures" for submitting final property survey with Project Record Documents, recording of Owner-accepted deviations from indicated lines and levels, and final cleaning.

1.2 INFORMATIONAL SUBMITTALS

- A. Landfill Receipts: Submit copy of receipts issued by a landfill facility, licensed to accept hazardous materials, for hazardous waste disposal.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. General: Comply with requirements specified in other Sections.
 - 1. For projects requiring compliance with sustainable design and construction practices and procedures, use products for patching that comply with sustainable design requirements.
- B. In-Place Materials: Use materials for patching identical to in-place materials. For exposed surfaces, use materials that visually match in-place adjacent surfaces to the fullest extent possible.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Existing Conditions: The existence and location of underground and other utilities and construction indicated as existing are not guaranteed. Before beginning sitework, investigate and verify the existence and location of underground utilities, and other construction affecting the Work.
 - 1. Before construction, verify the location and invert elevation at points of connection of sanitary sewer, storm sewer, and water-service piping, underground electrical services, and other utilities.
 - 2. Furnish location data for work related to Project that must be performed by public utilities serving Project site.
- B. Proceed with installation only after unsatisfactory conditions have been corrected. Proceeding with the Work indicates acceptance of surfaces and conditions.

3.2 PREPARATION

- A. Existing Utility Information: Furnish information to local utility and Owner that is necessary to adjust, move, or relocate existing utility structures, utility poles, lines, services, or other utility appurtenances located in or affected by construction. Coordinate with authorities having jurisdiction.
- B. Field Measurements: Take field measurements as required to fit the Work properly. Recheck measurements before installing each product. Where portions of the Work are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication. Coordinate fabrication schedule with construction progress to avoid delaying the Work.
- C. Space Requirements: Verify space requirements and dimensions of items shown diagrammatically on Drawings.
- D. Review of Contract Documents and Field Conditions: Immediately on discovery of the need for clarification of the Contract Documents caused by differing field conditions outside the control of Contractor, submit a request for information to Landscape Architect/Engineer according to requirements in Section 01 31 00 "Project Management and Coordination."

3.3 CONSTRUCTION LAYOUT

- A. Verification: Before proceeding to lay out the Work, verify layout information shown on Drawings, in relation to the property survey and existing benchmarks. If discrepancies are discovered, notify Landscape Architect/Engineer and Construction Manager promptly.
- B. General: Engage a land surveyor to lay out the Work using accepted surveying practices.
 - 1. Establish benchmarks and control points to set lines and levels at each story of construction and elsewhere as needed to locate each element of Project.
 - 2. Establish limits on use of Project site.
 - 3. Establish dimensions within tolerances indicated. Do not scale Drawings to obtain required dimensions.
 - 4. Inform installers of lines and levels to which they must comply.
 - 5. Check the location, level and plumb, of every major element as the Work progresses.
 - 6. Notify Landscape Architect/Engineer and Construction Manager when deviations from required lines and levels exceed allowable tolerances.
 - 7. Close site surveys with an error of closure equal to or less than the standard established by authorities having jurisdiction.

- C. Site Improvements: Locate and lay out site improvements, including pavements, grading, fill and topsoil placement, utility slopes, and rim and invert elevations.
- D. Record Log: Maintain a log of layout control work. Record deviations from required lines and levels. Include beginning and ending dates and times of surveys, weather conditions, name and duty of each survey party member, and types of instruments and tapes used. Make the log available for reference by Landscape Architect/Engineer and Construction Manager.

3.4 INSTALLATION

- A. General: Locate the Work and components of the Work accurately, in correct alignment and elevation, as indicated.
 - 1. Make vertical work plumb and make horizontal work level.
 - 2. Where space is limited, install components to maximize space available for maintenance and ease of removal for replacement.
 - 3. Conceal pipes, ducts, and wiring in finished areas unless otherwise indicated.
- B. Comply with manufacturer's written instructions and recommendations for installing products in applications indicated.
- C. Install products at the time and under conditions that will ensure the best possible results. Maintain conditions required for product performance until Substantial Completion.
- D. Conduct construction operations so no part of the Work is subjected to damaging operations or loading in excess of that expected during normal conditions of occupancy.
- E. Sequence the Work and allow adequate clearances to accommodate movement of construction items on site and placement in permanent locations.
- F. Tools and Equipment: Do not use tools or equipment that produce harmful noise levels.
- G. Templates: Obtain and distribute to the parties involved templates for work specified to be factory prepared and field installed. Check Shop Drawings of other work to confirm that adequate provisions are made for locating and installing products to comply with indicated requirements.
- H. Attachment: Provide blocking and attachment plates and anchors and fasteners of adequate size and number to securely anchor each component in place, accurately located and aligned with other portions of the Work. Where size and type of attachments are not indicated, verify size and type required for load conditions.
 - 1. Mounting Heights: Where mounting heights are not indicated, mount components at heights directed by Architect.
 - 2. Allow for building movement, including thermal expansion and contraction.
 - 3. Coordinate installation of anchorages. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors, that are to be embedded in concrete or masonry. Deliver such items to Project site in time for installation.
- I. Joints: Make joints of uniform width. Where joint locations in exposed work are not indicated, arrange joints for the best visual effect. Fit exposed connections together to form hairline joints.
- J. Hazardous Materials: Use products, cleaners, and installation materials that are not considered hazardous.

3.5 CUTTING AND PATCHING

- A. Cutting and Patching, General: Employ skilled workers to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time, and complete without delay.
 - 1. Cut in-place construction to provide for installation of other components or performance of other construction, and subsequently patch as required to restore surfaces to their original condition.
- B. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during installation or cutting and patching operations, by methods and with materials so as not to void existing warranties.
- C. Temporary Support: Provide temporary support of work to be cut.
- D. Protection: Protect in-place construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of Project that might be exposed during cutting and patching operations.
- E. Adjacent Occupied Areas: Avoid interference with use of adjoining areas or interruption of free passage to adjoining areas.
- F. Existing Utility Services and Mechanical/Electrical Systems: Where existing services/systems are required to be removed, relocated, or abandoned, bypass such services/systems before cutting to **[minimize]** **[prevent]** interruption to occupied areas.
- G. Cutting: Cut in-place construction by sawing, drilling, breaking, chipping, grinding, and similar operations, including excavation, using methods least likely to damage elements retained or adjoining construction. If possible, review proposed procedures with original Installer; comply with original Installer's written recommendations.
 - 1. In general, use hand or small power tools designed for sawing and grinding, not hammering and chopping. Cut holes and slots neatly to minimum size required, and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.
 - 2. Finished Surfaces: Cut or drill from the exposed or finished side into concealed surfaces.
 - 3. Concrete and Masonry: Cut using a cutting machine, such as an abrasive saw or a diamond-core drill.
 - 4. Excavating and Backfilling: Comply with requirements in applicable Sections where required by cutting and patching operations.
 - 5. Mechanical and Electrical Services: Cut off pipe or conduit in walls or partitions to be removed. Cap, valve, or plug and seal remaining portion of pipe or conduit to prevent entrance of moisture or other foreign matter after cutting.
 - 6. Proceed with patching after construction operations requiring cutting are complete.
- H. Patching: Patch construction by filling, repairing, refinishing, closing up, and similar operations following performance of other work. Patch with durable seams that are as invisible as practicable. Provide materials and comply with installation requirements specified in other Sections, where applicable.
 - 1. Inspection: Where feasible, test and inspect patched areas after completion to demonstrate physical integrity of installation.
 - 2. Exposed Finishes: Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will minimize evidence of patching and refinishing.
 - 3. Floors and Walls: Where walls or partitions that are removed extend one finished area into another, patch and repair floor and wall surfaces in the new space. Provide an even surface of uniform finish, color, texture, and appearance. Remove in-place floor and wall coverings and replace with new materials, if necessary, to achieve uniform color and appearance.
 - 4. Ceilings: Patch, repair, or rehang in-place ceilings as necessary to provide an even-plane surface of uniform appearance.

5. Exterior Building Enclosure: Patch components in a manner that restores enclosure to a weathertight condition and ensures thermal and moisture integrity of building enclosure.

- I. Cleaning: Clean areas and spaces where cutting and patching are performed. Remove paint, mortar, oils, putty, and similar materials from adjacent finished surfaces.

3.6 PROGRESS CLEANING

- A. General: Clean Project site and work areas daily, including common areas. Enforce requirements strictly. Dispose of materials lawfully.

1. Comply with requirements in NFPA 241 for removal of combustible waste materials and debris.
2. Do not hold waste materials more than seven days during normal weather or three days if the temperature is expected to rise above 80 deg F.
3. Containerize hazardous and unsanitary waste materials separately from other waste. Mark containers appropriately and dispose of legally, according to regulations.

- B. Site: Maintain Project site free of waste materials and debris.

- C. Work Areas: Clean areas where work is in progress to the level of cleanliness necessary for proper execution of the Work.

1. Remove liquid spills promptly.
2. Where dust would impair proper execution of the Work, broom-clean or vacuum the entire work area, as appropriate.

- D. Installed Work: Keep installed work clean. Clean installed surfaces according to written instructions of manufacturer or fabricator of product installed, using only cleaning materials specifically recommended. If specific cleaning materials are not recommended, use cleaning materials that are not hazardous to health or property and that will not damage exposed surfaces.

- E. Concealed Spaces: Remove debris from concealed spaces before enclosing the space.

- F. Exposed Surfaces in Finished Areas: Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.

- G. Waste Disposal: Do not bury or burn waste materials on-site. Do not wash waste materials down sewers or into waterways.

- H. During handling and installation, clean and protect construction in progress and adjoining materials already in place. Apply protective covering where required to ensure protection from damage or deterioration at Substantial Completion.

- I. Clean and provide maintenance on completed construction as frequently as necessary through the remainder of the construction period. Adjust and lubricate operable components to ensure operability without damaging effects.

- J. Limiting Exposures: Supervise construction operations to assure that no part of the construction, completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period.

3.7 STARTING AND ADJUSTING

- A. Start equipment and operating components to confirm proper operation. Remove malfunctioning units, replace with new units, and retest.

- B. Adjust equipment for proper operation. Adjust operating components for proper operation without binding.
- C. Test each piece of equipment to verify proper operation. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.
- D. Manufacturer's Field Service: Comply with qualification requirements in Section 01 40 00 "Quality Requirements"

3.8 PROTECTION OF INSTALLED CONSTRUCTION

- A. Provide final protection and maintain conditions that ensure installed Work is without damage or deterioration at time of Substantial Completion.
- B. Comply with manufacturer's written instructions for temperature and relative humidity.

END OF SECTION

SECTION 01 74 19

CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes administrative and procedural requirements for the following:
 - 1. Disposing of nonhazardous demolition and construction waste.
- B. Related Requirements:
 - 1. Section 02 41 16 "Structure Demolition" for disposition of waste resulting from demolition of buildings, structures, and site improvements.
 - 2. Section 02 41 19 "Selective Demolition" for disposition of waste resulting from partial demolition of buildings, structures, and site improvements.
 - 3. Section 04 20 00 "Unit Masonry" for disposal requirements for masonry waste.
 - 4. Section 04 43 13.13 "Anchored Stone Masonry Veneer" for disposal requirements for excess stone and stone waste.
 - 5. Section 04 43 13.16 "Adhered Stone Masonry Veneer" for disposal requirements for excess stone and stone waste.
 - 6. Section 31 10 00 "Site Clearing" for disposition of waste resulting from site clearing and removal of above- and below-grade improvements.

1.2 DEFINITIONS

- A. Construction Waste: Building and site improvement materials and other solid waste resulting from construction, remodeling, renovation, or repair operations. Construction waste includes packaging.
- B. Demolition Waste: Building and site improvement materials resulting from demolition or selective demolition operations.
- C. Disposal: Removal off-site of demolition and construction waste and subsequent sale, recycling, reuse, or deposit in landfill or incinerator acceptable to authorities having jurisdiction.
- D. Recycle: Recovery of demolition or construction waste for subsequent processing in preparation for reuse.
- E. Salvage: Recovery of demolition or construction waste and subsequent sale or reuse in another facility.
- F. Salvage and Reuse: Recovery of demolition or construction waste and subsequent incorporation into the Work.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 PLAN IMPLEMENTATION

- A. General: Implement approved waste management plan. Provide handling, containers, storage, signage, transportation, and other items as required to implement waste management plan during the entire duration of the Contract.
- B. Training: Train workers, subcontractors, and suppliers on proper waste management procedures, as appropriate for the Work occurring at Project site.
- C. Site Access and Temporary Controls: Conduct waste management operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.
 - 1. Designate and label specific areas on Project site necessary for separating materials that are to be salvaged, recycled, reused, donated, and sold.
 - 2. Comply with Section 01 50 00 "Temporary Facilities and Controls" for controlling dust and dirt, environmental protection, and noise control.

3.2 DISPOSAL OF WASTE

- A. General: Except for items or materials to be salvaged, recycled, or otherwise reused, remove waste materials from Project site and legally dispose of them in a landfill or incinerator acceptable to authorities having jurisdiction.
 - 1. Except as otherwise specified, do not allow waste materials that are to be disposed of accumulate on-site.
 - 2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
- B. Burning: Do not burn waste materials.
- C. Disposal: Remove waste materials from Owner's property and legally dispose of them.

END OF SECTION

SECTION 01 77 00

CLOSEOUT PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:
 - 1. Substantial Completion procedures.
 - 2. Final completion procedures.
 - 3. Warranties.
 - 4. Final cleaning.
 - 5. Repair of the Work.
- B. Related Requirements:
 - 1. Section 01 32 33 "Photographic Documentation" for submitting final completion construction photographic documentation.
 - 2. Section 01 78 23 "Operation and Maintenance Data" for operation and maintenance manual requirements.
 - 3. Section 01 78 39 "Project Record Documents" for submitting record Drawings, record Specifications, and record Product Data.
 - 4. Section 01 79 00 "Demonstration and Training" for requirements for instructing Owner's personnel.

1.2 ACTION SUBMITTALS

- A. Product Data: For cleaning agents.
- B. Contractor's List of Incomplete Items: Initial submittal at Substantial Completion.
- C. Certified List of Incomplete Items: Final submittal at Final Completion.

1.3 CLOSEOUT SUBMITTALS

- A. Certificates of Release: From authorities having jurisdiction.
- B. Certificate of Insurance: For continuing coverage.
- C. Field Report: For pest control inspection.

1.4 MAINTENANCE MATERIAL SUBMITTALS

- A. Schedule of Maintenance Material Items: For maintenance material submittal items specified in other Sections.

1.5 SUBSTANTIAL COMPLETION PROCEDURES

- A. Contractor's List of Incomplete Items: Prepare and submit a list of items to be completed and corrected (Contractor's punch list), indicating the value of each item on the list and reasons why the Work is incomplete.
- B. Submittals Prior to Substantial Completion: Complete the following a minimum of 10 day prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.
 - 1. Certificates of Release: Obtain and submit releases from authorities having jurisdiction permitting Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
 - 2. Submit closeout submittals specified in other Division 01 Sections, including project record documents, operation and maintenance manuals, final completion construction photographic documentation, damage or settlement surveys, property surveys, and similar final record information.
 - 3. Submit closeout submittals specified in individual Sections, including specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
 - 4. Submit maintenance material submittals specified in individual Sections, including tools, spare parts, extra materials, and similar items, and deliver to location designated by Landscape Architect/Engineer. Label with manufacturer's name and model number where applicable.
 - a. Schedule of Maintenance Material Items: Prepare and submit schedule of maintenance material submittal items, including name and quantity of each item and name and number of related Specification Section. Obtain Landscape Architect /Engineer's signature for receipt of submittals.
 - 5. Submit test/adjust/balance records.
 - 6. Submit sustainable design submittals not previously submitted.
 - 7. Submit changeover information related to Owner's occupancy, use, operation, and maintenance.
- C. Procedures Prior to Substantial Completion: Complete the following a minimum of [10] <Insert number> days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.
 - 1. Advise Owner of pending insurance changeover requirements.
 - 2. Make final changeover of permanent locks and deliver keys to Owner. Advise Owner's personnel of changeover in security provisions.
 - 3. Complete startup and testing of systems and equipment.
 - 4. Perform preventive maintenance on equipment used prior to Substantial Completion.
 - 5. Instruct Owner's personnel in operation, adjustment, and maintenance of products, equipment, and systems. Submit demonstration and training video recordings specified in Section 017900 "Demonstration and Training."
 - 6. Advise Owner of changeover in heat and other utilities.
 - 7. Participate with Owner in conducting inspection and walkthrough with local emergency responders.
 - 8. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.
 - 9. Complete final cleaning requirements, including touchup painting.
 - 10. Touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects.
- D. Inspection: Submit a written request for inspection to determine Substantial Completion a minimum of 10 days prior to date the work will be completed and ready for final inspection and tests. On receipt of request, Landscape Architect/Engineer and Construction Manager will either proceed with inspection or notify Contractor of unfulfilled requirements. Landscape Architect/Engineer will prepare the Certificate of Substantial Completion after inspection or will notify Contractor of items, either on Contractor's list or additional items identified by Landscape Architect/Engineer, that must be completed or corrected before certificate will be issued.

1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.
2. Results of completed inspection will form the basis of requirements for final completion.

1.6 FINAL COMPLETION PROCEDURES

- A. Preliminary Procedures: Before requesting final inspection for determining final completion, complete the following:
1. Submit a final Application for Payment according to Section 01 29 00 "Payment Procedures."
 2. Certified List of Incomplete Items: Submit certified copy of Landscape Architect/Engineer's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Landscape Architect/Engineer. Certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
 3. Certificate of Insurance: Submit evidence of final, continuing insurance coverage complying with insurance requirements.
 4. Submit pest-control final inspection report and warranty.
 5. Instruct Owner's personnel in operation, adjustment, and maintenance of products, equipment, and systems.
- B. Inspection: Submit a written request for final inspection to determine acceptance. On receipt of request, Landscape Architect/Engineer and Construction Manager will either proceed with inspection or notify Contractor of unfulfilled requirements. Landscape Architect/Engineer will prepare a final Certificate for Payment after inspection or will notify Contractor of construction that must be completed or corrected before certificate will be issued.
1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.

1.7 LIST OF INCOMPLETE ITEMS (PUNCH LIST)

- A. Organization of List: Include name and identification of each space and area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by Contractor that are outside the limits of construction.
1. Organize list of spaces in sequential order.
 2. Organize items applying to each space by major element, including categories for ceiling, individual walls, floors, equipment, and building systems.
 3. Submit list of incomplete items in the following format:
 - a. MS Excel electronic file. Landscape Architect/Engineer will return annotated copy.
 - b. PDF electronic file. Landscape Architect/Engineer will return annotated copy.
 - c. Three (3) paper copies unless otherwise indicated. Landscape Architect/Engineer will return two copies.

1.8 SUBMITTAL OF PROJECT WARRANTIES

- A. Time of Submittal: Submit written warranties on request of Landscape Architect/Engineer for designated portions of the Work where commencement of warranties other than date of Substantial Completion is indicated, or when delay in submittal of warranties might limit Owner's rights under warranty.
- B. Organize warranty documents into an orderly sequence based on the table of contents of the Project Manual.

1. Bind warranties and bonds in heavy-duty, three-ring, vinyl-covered, loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2-by-11-inch paper.
 2. Provide heavy paper dividers with plastic-covered tabs for each separate warranty. Mark tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product and the name, address, and telephone number of Installer.
 3. Identify each binder on the front and spine with the typed or printed title "WARRANTIES," Project name, and name of Contractor.
 4. Warranty Electronic File: Scan warranties and bonds and assemble complete warranty and bond submittal package into a single indexed electronic PDF file with links enabling navigation to each item. Provide bookmarked table of contents at beginning of document.
- C. Provide additional copies of each warranty to include in operation and maintenance manuals.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.
1. Use cleaning products that comply with Green Seal's GS-37, or if GS-37 is not applicable, use products that comply with the California Code of Regulations maximum allowable VOC levels.

PART 3 - EXECUTION

3.1 FINAL CLEANING

- A. General: Perform final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.
- B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.
1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a designated portion of Project:
 - a. Clean Project site, yard, and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter, and other foreign substances.
 - b. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits.
 - c. Rake grounds that are neither planted nor paved to a smooth, even-textured surface.
 - d. Remove tools, construction equipment, machinery, and surplus material from Project site.
 - e. Clean light fixtures, lamps, globes, and reflectors to function with full efficiency.
 - f. Leave Project clean and ready for occupancy.

3.2 REPAIR OF THE WORK

- A. Complete repair and restoration operations before requesting inspection for determination of Substantial Completion.

- B. Repair or remove and replace defective construction. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment. Where damaged or worn items cannot be repaired or restored, provide replacements. Remove and replace operating components that cannot be repaired. Restore damaged construction and permanent facilities used during construction to specified conditions.
1. Remove and replace chipped, scratched, and broken glass, reflective surfaces, and other damaged transparent materials.
 2. Touch up and otherwise repair and restore marred or exposed finishes and surfaces. Replace finishes and surfaces that already show evidence of repair or restoration.
 - a. Do not paint over "UL" and other required labels and identification, including mechanical and electrical nameplates. Remove paint applied to required labels and identification.
 3. Replace parts subject to operating conditions during construction that may impede operation or reduce longevity.
 4. Replace burned-out bulbs, bulbs noticeably dimmed by hours of use, and defective and noisy starters in fluorescent and mercury vapor fixtures to comply with requirements for new fixtures.

END OF SECTION

SECTION 01 78 23

OPERATION AND MAINTENANCE DATA

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes administrative and procedural requirements for preparing operation and maintenance manuals, including the following:
 - 1. Operation and maintenance documentation directory.
 - 2. Emergency manuals.
 - 3. Operation manuals for systems, subsystems, and equipment.
 - 4. Product maintenance manuals.
 - 5. Systems and equipment maintenance manuals.

1.2 CLOSEOUT SUBMITTALS

- A. Manual Content: Operations and maintenance manual content is specified in individual Specification Sections to be reviewed at the time of Section submittals. Submit reviewed manual content formatted and organized as required by this Section.
 - 1. Landscape Architect/Engineer will comment on whether content of operations and maintenance submittals are acceptable.
 - 2. Where applicable, clarify and update reviewed manual content to correspond to revisions and field conditions.
- B. Format: Submit operations and maintenance manuals in the following format:
 - 1. PDF electronic file. Assemble each manual into a composite electronically indexed file. Submit on digital media acceptable to Architect.
 - a. Name each indexed document file in composite electronic index with applicable item name. Include a complete electronically linked operation and maintenance directory.
 - b. Enable inserted reviewer comments on draft submittals.
 - 2. Three paper copies. Include a complete operation and maintenance directory. Enclose title pages and directories in clear plastic sleeves. Landscape Architect/Engineer will return two copies.
- C. Manual Submittal: Submit each manual in final form prior to requesting inspection for Substantial Completion and at least 15 days before commencing demonstration and training. Landscape Architect/Engineer will return copy with comments.
 - 1. Correct or revise each manual to comply with Landscape Architect/Engineer's comments. Submit copies of each corrected manual within 15 days of receipt of Landscape Architect/Engineer's comments and prior to commencing demonstration and training.

PART 2 - PRODUCTS

2.1 REQUIREMENTS FOR EMERGENCY, OPERATION, AND MAINTENANCE MANUALS

- A. Directory: Prepare a single, comprehensive directory of emergency, operation, and maintenance data and materials, listing items and their location to facilitate ready access to desired information.
- B. Organization: Unless otherwise indicated, organize each manual into a separate section for each system and subsystem, and a separate section for each piece of equipment not part of a system. Each manual shall contain the following materials, in the order listed:
 - 1. Title page.
 - 2. Table of contents.
 - 3. Manual contents.
- C. Title Page: Include the following information:
 - 1. Subject matter included in manual.
 - 2. Name and address of Project.
 - 3. Name and address of Owner.
 - 4. Date of submittal.
 - 5. Name and contact information for Contractor.
 - 6. Name and contact information for Construction Manager.
 - 7. Name and contact information for Landscape Architect/Engineer.
 - 8. Name and contact information for Commissioning Authority.
 - 9. Names and contact information for major consultants to the Landscape Architect/Engineer that designed the systems contained in the manuals.
 - 10. Cross-reference to related systems in other operation and maintenance manuals.
- D. Table of Contents: List each product included in manual, identified by product name, indexed to the content of the volume, and cross-referenced to Specification Section number in Project Manual.
- E. Manual Contents: Organize into sets of manageable size. Arrange contents alphabetically by system, subsystem, and equipment. If possible, assemble instructions for subsystems, equipment, and components of one system into a single binder.
- F. Manuals, Electronic Files: Submit manuals in the form of a multiple file composite electronic PDF file for each manual type required.
 - 1. Electronic Files: Use electronic files prepared by manufacturer where available. Where scanning of paper documents is required, configure scanned file for minimum readable file size.
 - 2. File Names and Bookmarks: Enable bookmarking of individual documents based on file names. Name document files to correspond to system, subsystem, and equipment names used in manual directory and table of contents. Group documents for each system and subsystem into individual composite bookmarked files, then create composite manual, so that resulting bookmarks reflect the system, subsystem, and equipment names in a readily navigated file tree. Configure electronic manual to display bookmark panel on opening file.
- G. Manuals, Paper Copy: Submit manuals in the form of hard copy, bound and labeled volumes.
 - 1. Binders: Heavy-duty, three-ring, vinyl-covered, loose-leaf binders, in thickness necessary to accommodate contents, sized to hold 8-1/2-by-11-inch paper; with clear plastic sleeve on spine to hold label describing contents and with pockets inside covers to hold folded oversize sheets.
 - a. Identify each binder on front and spine, with printed title "OPERATION AND MAINTENANCE MANUAL," Project title or name, and subject matter of contents, and

indicate Specification Section number on bottom of spine]. Indicate volume number for multiple-volume sets.

2. Dividers: Heavy-paper dividers with plastic-covered tabs for each section of the manual. Mark each tab to indicate contents. Include typed list of products and major components of equipment included in the section on each divider, cross-referenced to Specification Section number and title of Project Manual.
3. Protective Plastic Sleeves: Transparent plastic sleeves designed to enclose diagnostic software storage media for computerized electronic equipment.
4. Drawings: Attach reinforced, punched binder tabs on drawings and bind with text.
 - a. If oversize drawings are necessary, fold drawings to same size as text pages and use as foldouts.
 - b. If drawings are too large to be used as foldouts, fold and place drawings in labeled envelopes and bind envelopes in rear of manual. At appropriate locations in manual, insert typewritten pages indicating drawing titles, descriptions of contents, and drawing locations.

2.2 EMERGENCY MANUALS

- A. Content: Organize manual into a separate section for each of the following:
 1. Type of emergency.
 2. Emergency instructions.
 3. Emergency procedures.
- B. Type of Emergency: Where applicable for each type of emergency indicated below, include instructions and procedures for each system, subsystem, piece of equipment, and component:
 1. Fire.
 2. Flood.
 3. Gas leak.
 4. Water leak.
 5. Power failure.
 6. Water outage.
 7. System, subsystem, or equipment failure.
 8. Chemical release or spill.
- C. Emergency Instructions: Describe and explain warnings, trouble indications, error messages, and similar codes and signals. Include responsibilities of Owner's operating personnel for notification of Installer, supplier, and manufacturer to maintain warranties.
- D. Emergency Procedures: Include the following, as applicable:
 1. Instructions on stopping.
 2. Shutdown instructions for each type of emergency.
 3. Operating instructions for conditions outside normal operating limits.
 4. Required sequences for electric or electronic systems.
 5. Special operating instructions and procedures.

2.3 OPERATION MANUALS

- A. Content: In addition to requirements in this Section, include operation data required in individual Specification Sections and the following information:

1. System, subsystem, and equipment descriptions. Use designations for systems and equipment indicated on Contract Documents.
2. Performance and design criteria if Contractor is delegated design responsibility.
3. Operating standards.
4. Operating procedures.
5. Operating logs.
6. Wiring diagrams.
7. Control diagrams.
8. Piped system diagrams.
9. Precautions against improper use.
10. License requirements including inspection and renewal dates.

B. Descriptions: Include the following:

1. Product name and model number. Use designations for products indicated on Contract Documents.
2. Manufacturer's name.
3. Equipment identification with serial number of each component.
4. Equipment function.
5. Operating characteristics.
6. Limiting conditions.
7. Performance curves.
8. Engineering data and tests.
9. Complete nomenclature and number of replacement parts.

C. Operating Procedures: Include the following, as applicable:

1. Startup procedures.
2. Equipment or system break-in procedures.
3. Routine and normal operating instructions.
4. Regulation and control procedures.
5. Instructions on stopping.
6. Normal shutdown instructions.
7. Seasonal and weekend operating instructions.
8. Required sequences for electric or electronic systems.
9. Special operating instructions and procedures.

D. Systems and Equipment Controls: Describe the sequence of operation, and diagram controls as installed.

E. Piped Systems: Diagram piping as installed and identify color-coding where required for identification.

2.4 PRODUCT MAINTENANCE MANUALS

A. Content: Organize manual into a separate section for each product, material, and finish. Include source information, product information, maintenance procedures, repair materials and sources, and warranties and bonds, as described below.

B. Source Information: List each product included in manual, identified by product name and arranged to match manual's table of contents. For each product, list name, address, and telephone number of Installer or supplier and maintenance service agent, and cross-reference Specification Section number and title in Project Manual.

C. Product Information: Include the following, as applicable:

1. Product name and model number.
2. Manufacturer's name.
3. Color, pattern, and texture.
4. Material and chemical composition.

- 5. Reordering information for specially manufactured products.
- D. Maintenance Procedures: Include manufacturer's written recommendations and the following:
 - 1. Inspection procedures.
 - 2. Types of cleaning agents to be used and methods of cleaning.
 - 3. List of cleaning agents and methods of cleaning detrimental to product.
 - 4. Schedule for routine cleaning and maintenance.
 - 5. Repair instructions.
- E. Repair Materials and Sources: Include lists of materials and local sources of materials and related services.
- F. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.

2.5 SYSTEMS AND EQUIPMENT MAINTENANCE MANUALS

- A. Content: For each system, subsystem, and piece of equipment not part of a system, include source information, manufacturers' maintenance documentation, maintenance procedures, maintenance and service schedules, spare parts list and source information, maintenance service contracts, and warranty and bond information, as described below.
- B. Source Information: List each system, subsystem, and piece of equipment included in manual, identified by product name and arranged to match manual's table of contents. For each product, list name, address, and telephone number of Installer or supplier and maintenance service agent, and cross-reference Specification Section number and title in Project Manual.
- C. Manufacturers' Maintenance Documentation: Manufacturers' maintenance documentation including the following information for each component part or piece of equipment:
 - 1. Standard maintenance instructions and bulletins.
 - 2. Drawings, diagrams, and instructions required for maintenance, including disassembly and component removal, replacement, and assembly.
 - 3. Identification and nomenclature of parts and components.
 - 4. List of items recommended to be stocked as spare parts.
- D. Maintenance Procedures: Include the following information and items that detail essential maintenance procedures:
 - 1. Test and inspection instructions.
 - 2. Troubleshooting guide.
 - 3. Precautions against improper maintenance.
 - 4. Disassembly; component removal, repair, and replacement; and reassembly instructions.
 - 5. Aligning, adjusting, and checking instructions.
 - 6. Demonstration and training video recording, if available.
- E. Maintenance and Service Schedules: Include service and lubrication requirements, list of required lubricants for equipment, and separate schedules for preventive and routine maintenance and service with standard time allotment.
- F. Spare Parts List and Source Information: Include lists of replacement and repair parts, with parts identified and cross-referenced to manufacturers' maintenance documentation and local sources of maintenance materials and related services.

- G. Maintenance Service Contracts: Include copies of maintenance agreements with name and telephone number of service agent.
- H. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.

PART 3 - EXECUTION

3.1 MANUAL PREPARATION

- A. Emergency Manual: Assemble a complete set of emergency information indicating procedures for use by emergency personnel and by Owner's operating personnel for types of emergencies indicated.
- B. Product Maintenance Manual: Assemble a complete set of maintenance data indicating care and maintenance of each product, material, and finish incorporated into the Work.
- C. Operation and Maintenance Manuals: Assemble a complete set of operation and maintenance data indicating operation and maintenance of each system, subsystem, and piece of equipment not part of a system.
- D. Manufacturers' Data: Where manuals contain manufacturers' standard printed data, include only sheets pertinent to product or component installed. Mark each sheet to identify each product or component incorporated into the Work. If data include more than one item in a tabular format, identify each item using appropriate references from the Contract Documents. Identify data applicable to the Work and delete references to information not applicable.
- E. Drawings: Prepare drawings supplementing manufacturers' printed data to illustrate the relationship of component parts of equipment and systems and to illustrate control sequence and flow diagrams. Coordinate these drawings with information contained in record Drawings to ensure correct illustration of completed installation.
 - 1. Do not use original project record documents as part of operation and maintenance manuals.
- F. Comply with Section 01 77 00 "Closeout Procedures" for schedule for submitting operation and maintenance documentation.

END OF SECTION

SECTION 01 78 39

PROJECT RECORD DOCUMENTS

1.1 SUMMARY

- A. Section includes administrative and procedural requirements for project record documents, including the following:
 - 1. Record Drawings.
 - 2. Record Specifications.
 - 3. Record Product Data.
- B. Related Requirements:
 - 1. Section 01 78 23 "Operation and Maintenance Data" for operation and maintenance manual requirements.

1.2 CLOSEOUT SUBMITTALS

- A. Record Drawings: Comply with the following:
 - 1. Number of Copies: Submit one set of marked-up plan set prints.
 - a. Initial Submittal:
 - 1) Submit one (1) paper-copy set(s) of marked-up record prints.
 - 2) Submit PDF electronic files of scanned record prints and one set of file prints.
 - 3) Submit record digital data files and one set of plots.
 - 4) Landscape Architect/Engineer will indicate whether general scope of changes, additional information recorded, and quality of drafting are acceptable.
 - b. Final Submittal:
 - 1) Submit one paper-copy set(s) of marked-up record prints.
 - 2) Submit record digital data files and three set(s) of record digital data file plots.
 - 3) Plot each drawing file, whether or not changes and additional information were recorded.
- B. Record Specifications: Submit an electronic file of Project's Specifications, including addenda and contract modifications.
- C. Record Product Data: Submit an electronic copy of each submittal.

PART 2 - PRODUCTS

2.1 RECORD DRAWINGS

- A. Record Prints: Maintain one set of marked-up paper copies of the Contract Drawings and Shop Drawings, incorporating new and revised Drawings as modifications are issued.

1. Preparation: Mark record prints to show the actual installation where installation varies from that shown originally. Require individual or entity who obtained record data, whether individual or entity is Installer, subcontractor, or similar entity, to provide information for preparation of corresponding marked-up record prints.
 - a. Give particular attention to information on concealed elements that would be difficult to identify or measure and record later.
 - b. Record data as soon as possible after obtaining it.
 - c. Record and check the markup before enclosing concealed installations.
 2. Mark the Contract Drawings and Shop Drawings completely and accurately. Use personnel proficient at recording graphic information in production of marked-up record prints.
 3. Mark record sets with erasable, red-colored pencil. Use other colors to distinguish between changes for different categories of the Work at same location.
 4. Note Construction Change Directive numbers, alternate numbers, Change Order numbers, and similar identification, where applicable.
- B. Record Digital Data Files: Immediately before inspection for Certificate of Substantial Completion, review marked-up record prints with Landscape Architect/Engineer. When authorized, prepare a full set of corrected digital data files of the Contract Drawings, as follows:
1. Format: Same digital data software program, version, and operating system as the original Contract Drawings.
 2. Format: DWG Version, Microsoft Windows operating system.
 3. Format: Annotated PDF electronic file with comment function enabled.
 4. Incorporate changes and additional information previously marked on record prints. Delete, redraw, and add details and notations where applicable.
 5. Refer instances of uncertainty to Landscape Architect/Engineer for resolution.
 6. Landscape Architect/Engineer will furnish Contractor one set of digital data files of the Contract Drawings for use in recording information.
- C. Format: Identify and date each record Drawing; include the designation "PROJECT RECORD DRAWING" in a prominent location.
1. Record Prints: Organize record prints and newly prepared record Drawings into manageable sets. Bind each set with durable paper cover sheets. Include identification on cover sheets.
 2. Format: Annotated PDF electronic file.
 3. Record Digital Data Files: Organize digital data information into separate electronic files that correspond to each sheet of the Contract Drawings. Name each file with the sheet identification. Include identification in each digital data file.
 4. Identification: As follows:
 - a. Project name.
 - b. Date.
 - c. Designation "PROJECT RECORD DRAWINGS."
 - d. Name of Landscape Architect/Engineer.
 - e. Name of Contractor.

2.2 RECORD SPECIFICATIONS

- A. Preparation: Mark Specifications to indicate the actual product installation where installation varies from that indicated in Specifications, addenda, and contract modifications.
1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
 2. Mark copy with the proprietary name and model number of products, materials, and equipment furnished, including substitutions and product options selected.

3. Record the name of manufacturer, supplier, Installer, and other information necessary to provide a record of selections made.
 4. Note related Change Orders, record Product Data, and record Drawings where applicable.
- B. Format: Submit record Specifications an electronic PDF file.

2.3 RECORD PRODUCT DATA

- A. Preparation: Mark Product Data to indicate the actual product installation where installation varies substantially from that indicated in Product Data submittal.
1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
 2. Include significant changes in the product delivered to Project site and changes in manufacturer's written instructions for installation.
 3. Note related Change Orders, record Specifications, and record Drawings where applicable.
- B. Format: Submit record Product Data as an electronic PDF file.

2.4 MISCELLANEOUS RECORD SUBMITTALS

- A. Assemble miscellaneous records required by other Specification Sections for miscellaneous record keeping and submittal in connection with actual performance of the Work. Bind or file miscellaneous records and identify each, ready for continued use and reference.
- B. Format: Submit miscellaneous record submittals as an electronic PDF file.

PART 3 - EXECUTION

3.1 RECORDING AND MAINTENANCE

- A. Recording: Maintain one copy of each submittal during the construction period for project record document purposes. Post changes and revisions to project record documents as they occur; do not wait until end of Project.
- B. Maintenance of Record Documents and Samples: Store record documents and Samples in the field office apart from the Contract Documents used for construction. Do not use project record documents for construction purposes. Maintain record documents in good order and in a clean, dry, legible condition, protected from deterioration and loss. Provide access to project record documents for Landscape Architect/Engineer's and Construction Manager's reference during normal working hours.

END OF SECTION

DOUGLAS PN-30 PICKLEBALL NET #20103

SECTION 11 66 00 Athletic Equipment

PART 1 - GENERAL

1.01 WORK INCLUDED

- A. Provide all equipment and materials, and do all work necessary to furnish and install the athletic equipment, as indicated on the drawings and as specified herein. Athletic equipment shall include, but not be limited to:

1. Douglas PN-30 Pickleball Net #20103

1.02 REFERENCES

- A. Comply with applicable requirements of the following standards. Where these standards conflict with other specified requirements, the most restrictive requirements shall govern.

1. American Sports Builders Association (ASBA)
2. United States Tennis Association (USTA)

1.03 SUBMITTALS

- A. Manufacturers Product Data

1. Provide manufacturers product data prior to actual field installation work, for Architects or Owners representatives review.

- B. Shop Drawings

1. Provide drawings of the manufacturers recommended installation and foundation requirements prior to actual field installation work, for Architects or Owners representatives review.

1.04 QUALITY ASSURANCE

- A. Manufacturers warranties shall pass to the Owner and certification made that the product materials meet all applicable grade trademarks or conform to industry standards and inspection requirements.

1.05 PRODUCT DELIVERY AND STORAGE

- A. Materials delivered to the site shall be examined for damage or defects in shipping. Any defects shall be noted and reported to the Owners representative. Replacements, if necessary, shall be immediately re-ordered, so as to minimize any conflict with the construction schedule. Sound

materials shall be stored above ground under protective cover or indoors so as to provide proper protection.

PART 2 - PRODUCTS

2.01 Douglas PN-30 Pickleball Net #20103

A. BASE: Douglas PN-30 Pickleball Net #20103 as manufactured by:

Douglas Industries, Inc.

3441 S. 11th Ave.

Eldridge, IA 52748

Phone: 800-553-8907

Fax: 800-443-8907

www.douglas-sports.com

B. COMPONENTS:

1. 3.0mm Solid Core Knotted Braided Polyethylene with 285 lb. Break Strength
2. Single Ply Vinyl Coated Polyester Headband 32 oz./sq. yd.
3. Black Vinyl Side Pockets with Fiberglass Dowels
4. Net Dimensions: 31" high X 21'9" long

PART 3 - EXECUTION

3.01 INSTALLATION OF EQUIPMENT

A. All athletic equipment shall be installed as recommended with manufacturer's written directions, and as indicated on the drawings.

END OF SECTION

DOUGLAS DELUXE SW-36 2-7/8" OD PICKLEBALL POSTS

SECTION 11 66 00 Athletic Equipment

PART 1 - GENERAL

1.01 WORK INCLUDED

- A. Provide all equipment and materials, and do all work necessary to furnish and install the athletic equipment, as indicated on the drawings and as specified herein. Athletic equipment shall include, but not be limited to:

1. Douglas Deluxe SW-36 2-7/8" OD Pickleball Posts

1.02 REFERENCES

- A. Comply with applicable requirements of the following standards. Where these standards conflict with other specified requirements, the most restrictive requirements shall govern.

1. American Sports Builders Association (ASBA)
2. United States Tennis Association (USTA)

1.03 SUBMITTALS

- A. Manufacturers Product Data

1. Provide manufacturers product data prior to actual field installation work, for Architects or Owners representatives review.

- B. Shop Drawings

1. Provide drawings of the manufacturers recommended installation and foundation requirements prior to actual field installation work, for Architects or Owners representatives review.

1.04 QUALITY ASSURANCE

- A. Manufacturers warranties shall pass to the Owner and certification made that the product materials meet all applicable grade trademarks or conform to industry standards and inspection requirements.

1.05 PRODUCT DELIVERY AND STORAGE

- A. Materials delivered to the site shall be examined for damage or defects in shipping. Any defects shall be noted and reported to the Owners representative. Replacements, if necessary, shall be immediately re-ordered, so as to minimize any conflict with the construction schedule. Sound

materials shall be stored above ground under protective cover or indoors so as to provide proper protection.

PART 2 - PRODUCTS

2.01 Douglas Deluxe SW-36 2-7/8" OD Pickleball Posts

A. BASE: Douglas Deluxe SW-36 2-7/8" OD Pickleball Posts as manufactured by:

Douglas Industries, Inc.

3441 S. 11th Ave.

Eldridge, IA 52748

Phone: 800-553-8907

Fax: 800-443-8907

www.douglas-sports.com

B. COMPONENTS:

1. 2-7/8" OD Round 8 Gauge Allied's® Zinc Flo-coat® Galvanized Steel
2. Heavy-Duty External Wind Aluminum Deluxe Reel
3. Die-Cast Zinc Caps
4. Integrated Welded Steel Lacing Rods
5. Polyester Powder Coat Finish, Available Forest Green #63078 or Black #63079
6. Recommended: PVC Ground Sleeves, GS-24RD/PVC #63164 or Aluminum Ground Sleeves, GS-24RD/AL #63171

PART 3 - EXECUTION

3.01 INSTALLATION OF EQUIPMENT

A. All athletic equipment shall be installed as recommended with manufacturer's written directions, and as indicated on the drawings.

END OF SECTION

SECTION 31 00 00

SITE PREPARATION

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Work included in this Section, while not inclusive but listed as a guide, shall include:
 - 1. Furnishing of all labor, tools, equipment and incidentals required to complete the work.
 - 2. Layout of work.
 - 3. Protection of existing trees.
 - 4. Removal of trees and other vegetation.
 - 5. Topsoil stripping.
 - 6. Clearing and grubbing.
 - 7. General site excavation.
 - 8. Removing below-grade improvements.

1.2 RELATED SECTIONS

- A. Coordinate the work of this Section with the Work of other Sections as required to properly execute the Work and as necessary to maintain satisfactory progress of the work of other Sections. Other Sections containing related work include but are not limited to the following:
 - 1. Lime Treated Subgrade – Section 32 11 29
 - 2. Erosion Control – Section 31 25 00

1.3 REFERENCES

Meet requirements and recommendations of applicable portions of Standard listed.

- A. ASTM D698 - Laboratory Compaction Characteristics of Soil Using Standard Effort (12,400 lb/ft.).
- B. ASTM D4318 - Liquid Limit, Plastic Limit and Plasticity Index of Soils.
- C. Texas Department of Transportation Standard Specifications for Construction of Highways, Streets, and Bridges, 2004, TxDOT.

1.4 SUBMITTALS

- A. Samples:
 - 1. Provide adequate samples for determination of moisture density relationships and Plasticity Index (P.I.) of on-site materials, imported fill material and drainage aggregate.
- B. Tests Reports: Submit complete laboratory analysis of soil material proposed for fill material.
 - 1. Establish moisture density relationship of in-place sub-grade in accordance with ASTM D-698
 - 2. Establish moisture density relationship of proposed select fill(s) material in accordance with ASTM D-698.
 - 3. Perform PI test on proposed select fill material to confirm conformance with the project specifications in accordance with ASTM D-4318.
 - 4. Gradation of drainage aggregate in accordance with ASTM C-136.

1.5 JOB CONDITIONS

- A. Traffic: Conduct site clearing operations to ensure minimum interference with roads, streets, walk, and other adjacent occupied or used facilities. Do not close or obstruct streets, walks, or other occupied or used facilities without permission from the Owner.
- B. Protection of Existing Improvements: Provide protections necessary to prevent damage to existing improvements indicated to remain in place.
- C. Protect improvements on adjoining properties and on Owner's property.

1.6 NOTIFICATION OF OWNERS OF UTILITY LINES AND EQUIPMENT

- A. Notify any corporation, company, individual or local authority owning conduits, wires, pipes or equipment on site that is affected by demolition work.
- B. Arrange for removal or relocation of indicated items and pay any fees or costs in conjunction with removal or relocation, except as otherwise noted.
- C. Cap lines in accordance with instructions of governing authorities or Owners.

1.7 EXPLOSIVES

- A. Use of explosives is strictly prohibited.

PART 2 - PRODUCTS

2.1 SOIL MATERIALS

- A. Topsoil: Shall be rich, friable, sandy loam, free of lumps, debris, wood, roots, Nutgrass, Dallisgrass and reasonably free of other weeds and foreign grasses. Existing topsoil obtained by stripping and meeting the above requirements shall be stockpiled on site.
- B. Select Fill: Shall be select non-expansive sandy clay or clayey sand fill with a Plasticity Index (P.I.) of 4 to 12 and a Liquid Limit of 30% or less.
- C. Sand: Sand for wall backfill shall be pit run, free of organic matter, clays or other binders (concrete sand) with less than 10% passing the #200 mesh sieve.
- D. Non-select Fill: On-site clay material free of debris and vegetation processed so that clods or particles are a maximum of 2" in diameter.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Verify that abandoned utilities have been properly disconnected and capped.
- B. Verify that required barricades and other protective measures are in place.

3.2 DEMOLITION OPERATIONS

- A. Execute demolition of designated existing site items.
- B. Materials, equipment and debris resulting from demolition operations shall become property of Contractor, unless otherwise noted. Immediately remove demolition debris from site and legally dispose.

3.3 SALVAGE

- A. Salvage designated site items for relocation and reinstallation.
- B. Store and protect items until ready for installation.

3.4 CLEARING AND GRUBBING

- A. The designated area shall be cleared of all trees, brush, shrubbery, plants, etc., not indicated on the plans to be preserved. Concrete shall be removed where indicated. Trees and brush designated to be left in place shall be carefully trimmed as directed and shall be protected from scarring, barking or other injuries during construction operations. Pruned limbs over two inches in diameter shall be treated by painting the exposed ends with an approved asphaltic material. Unless otherwise indicated on the plans, trees and stumps shall be cut off or otherwise removed as close to the natural ground as practicable on areas which are to be covered by at least three feet of embankment. On areas required for borrow sites and materials sources, stumps, roots, etc., shall be removed to the complete extent necessary to prevent such objectionable matter becoming mixed with the material to be used in construction.

3.5 GENERAL SITE CONDITIONS

- A. The term Building area shall mean the area generally within a line 5 feet from all exterior building wall lines and includes walks abutting the building or walks within the building area.
- B. The entire building and paving site shall be cleaned of all debris, vegetation, organic matter, concrete and asphalt paving to a depth of 4" minimum before excavation is begun.
- C. Perform the necessary cutting of the site to establish the grade indicated on the Grading Plan. Cutting shall be sufficiently deep to allow for fill materials to be placed on top of cut area with the finish topsoil or paving material to attain the final finish grades.
- D. After acceptance of exposed cut surfaces by the Testing Laboratory, the exposed surface shall be proof-rolled. Soft, loose areas shall be removed to a level of stiff or dense soil. Backfill with acceptable select fill, moisture condition and compact as required by these specifications and the plans.
- E. Areas designated for planting or within the limit of construction not covered by building or pavements shall be held down 6" below finish grade for topsoil placement.
- F. General Demolition: Shall consist of removal and disposal of pavements and other obstructions visible at the ground surface, underground structures and utilities indicated to be demolished and removed. Remove all such excavated materials from site.
- G. Unauthorized Excavation: Consists of removal of materials beyond indicated subgrade elevations or dimensions without prior approval by engineer. Under footings, foundation bases, or retaining walls, fill unauthorized excavation by extending the indicated bottom elevation of the footing or base to the excavation bottom, without altering required top elevation. Backfill and compact unauthorized excavations as specified for authorized excavations of same classification.

3.6 BACKFILL AND FILL – GENERAL

- A. Surface Preparation for Fill: Scarify soil to a depth of 6", moisture condition the soil at optimum moisture. Compact to 95% of Standard Proctor at moisture contents at or above the Proctor optimum.
- B. Backfill and Fill: Place backfill and Select Fill materials in 8" loose lift. Before compaction, bring soil to optimum moisture. Compact each layer to required percentage of maximum density for each area of classification. Do not place backfill material on surfaces that are muddy or frozen.

3.7 GRADING

Uniformly grade all areas including adjacent transition areas and at all ground structures, curbs and walks, grade surrounding area uniformly to top of curb, walk or structure unless shown otherwise.

- A. Finish Grading: Grade area adjacent to building lines to drain away from structures and to prevent ponding. Finish surfaces to be free from irregular surface changes.
- B. Topsoil: Where areas are designated as planting, hold down subgrade 6". Fill with topsoil to required finish grade or to top of surrounding ground structure. Topsoil shall be placed to a depth of 6", spread and hand raked to required finish grades. Topsoil be placed over all fill areas, areas designated as planting and all areas not covered by building or pavement included in this contract. Coordinate topsoil placement and requirements with landscape work.

3.8 MAINTENANCE

- A. Protect newly graded areas from traffic and erosion and keep free of trash and debris.
- B. Repair and re-establish grades in settled, eroded and rutted areas to required finish elevations.
- C. When completed, compacted areas are disturbed by subsequent construction operations or adverse weather, scarify the surface, reshape and compact to the required density prior to further construction.

3.9 DISPOSAL OF SPOILAGE AND CLEANOUT

- A. All materials excavated or scheduled to be removed from the site, including, but not limited to concrete paving, asphalt paving, natural soils, abandoned utilities, rock, etc. shall be legally disposed off the site by the Contractor.
- B. During the course of the construction, the site shall be maintained free of excavated materials, spoilage, etc. and shall be kept clean and neat at all times.

END OF SECTION

SECTION 31 20 00

EARTH MOVING

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Work included in this Section, while not at all inclusive but listed as a guide, shall include:
 - 1. Furnishing of all labor, tools, equipment and incidentals to complete the work.
 - 2. Layout of the work.
 - 3. All required excavation within the limits of the site.
 - 4. Removal, proper utilization or disposal of all excavated material.
 - 5. Shaping and finishing of all earthwork in conformity to the lines and grades as shown on the plans.
 - 6. Placement and compaction of all suitable material obtained from excavation, or other excavation on the site.
 - 7. Backfill for structures.

1.2 REFERENCES

Meet requirements and recommendations of applicable portions of Standard listed.

- A. ASTM D698 - Laboratory Compaction Characteristics of Soil Using Standard Effort (12,400 lb/ft.).
- B. ASTM D4318 - Liquid Limit, Plastic Limit and Plasticity Index of Soils.
- C. Texas Department of Transportation Standard Specifications for Construction of Highways, Streets, and Bridges, 2004, TxDOT.

1.3 SUBMITTALS

- A. Samples: Provide adequate samples for determination of moisture density relationships and Plasticity Index (P.I.) of on-site materials, imported fill material and drainage aggregate.
- B. Safety Plan: When trench excavation exceeds a depth of five feet (5'), submit detailed plans and specifications for trench safety systems to meet the OSHA requirements necessary to satisfy federal and state laws and regulations. The trench safety plan shall be designed and sealed by a Registered Professional Engineer, licensed in the State Texas.
- C. Storm Water Pollution Prevention Plan: Prior to beginning the Earthwork, the Contractor shall develop and enforce a Storm Water Pollution Prevention Plan in accordance with the latest E.P.A. regulations. The Plan shall be prepared and sealed by a Registered Professional Engineer in the State of Texas. Submit five (5) copies of the Plan for the review.
- D. Test Reports: Submit complete laboratory analysis of soil material proposed for fill material.
 - 1. Establish moisture density relationship of in-place sub-grade in accordance with ASTM D-698.
 - 2. Establish moisture density relationship of proposed select fill(s) material in accordance with ASTM D-698.
 - 3. Perform PI test on proposed select fill material to confirm conformance with the project specifications in accordance with ASTM D-4318.
 - 4. Gradation of Drainage Aggregate in accordance with ASTM C-136.

PART 2 - PRODUCTS

2.1 SOIL MATERIALS

- A. Top Soil: Shall be rich, friable, sandy loam, free of lumps, debris, wood, roots, Nutgrass, Dallisgrass and reasonably free of other weeds and foreign grasses. Existing topsoil obtained by stripping and meeting the above requirements shall be stockpiled on site.
- B. Select Fill: Shall be select non-expansive sandy clay or clayey sand fill with a Plasticity Index (P.I.) of 4 to 12 and a Liquid Limit of 30% or less.
- C. Sand: Sand for wall backfill shall be pit run, free of organic matter, clays or other binders (concrete sand) with less than 10% passing the #200 mesh sieve.
- D. Non-select Fill: On-site clay material free of debris and vegetation processed so that clods or particles are a maximum of 2" in diameter.

2.2 ACCESSORIES

- A. Drainage Fabric:
 - 1. Mirafi Filter Fabric, ASTM D4491.

2.3 ON SITE ROCK

- A. Rock Excavated on-site may be utilized as embankment, backfill, subgrade and base material provided it meets the following usage requirements.
 - 1. Embankment: The maximum dimension of any rock, clod or lump shall be less than the depth of the embankment layer, and in no case shall any rock over two (2) feet in its maximum dimension be placed in an embankment. Any over-sized rock, which is otherwise acceptable material, may be broken to the required dimension and utilized in embankment construction.
 - 2. Backfill: See Section 31 23 34 - Excavation and Backfill for Conduits.

2.4 BORROW

This material shall consist of suitable earth material, other than rock, such as loam clay, or other such materials approved by engineer that will form a stable embankment.

PART 3 - EXECUTION

3.1 EXCAVATION

- A. Construction Methods: The Contractor shall abide by all applicable federal, state and/or local laws governing excavation work. All excavation shall be in accordance with the lines, grades and typical sections as shown on the plans. Unless otherwise shown on the plans, excavation shall be made to the subgrade. Where excavation terminates in unstable soil, the Contractor shall remove the unstable soil and backfill to the required grade. Where excavation terminates in loose or solid rock, the Contractor may be required to extend the depth of excavation six inches and to backfill with select material compacted as required.

- B. Provisions for Drainage: If it is necessary in the execution of the work to interrupt the natural drainage of the surface, or the flow of artificial drains, the Contractor shall provide temporary drainage facilities that shall prevent damage to public or private interest and shall restore the original drains as soon as the work shall permit. The Contractor shall be held liable for all damages which may result from neglect to provide for either natural or artificial drainage which his work may have interrupted.
- C. Excess Excavation: Excavation in excess of that needed for construction shall be disposed of by the Contractor at no additional cost to the Owner. In general, excess excavation shall be used in widening of embankments, flattening of slopes, etc. but, if it becomes necessary to waste any material, it shall be disposed of in such a manner as to present a neat appearance and to not obstruct proper drainage or cause injury to any improvements or abutting property.

3.2 EMBANKMENT

- A. Construction Methods: Prior to the placing of any embankment, all clearing and grubbing and site preparation shall have been completed. Stump holes or other small excavations within the limits of the embankment shall have been backfilled before commencing the subgrade construction. The surface of the ground, including plowed or loosened ground or small ditches or washers, shall be restored to approximately its original slope.
 - 1. The surface of hillsides shall be loosened by the scarifying or plowing to a depth of not less than four inches, or cut into steps before embankment materials are placed. The embankment shall then be placed in layers as hereinafter specified, beginning at the low side in part widths as the embankment is raised. The material which has been loosened shall be re-compacted simultaneously with embankment material placed at the same elevation. Where embankment is to be placed over or adjacent to existing embankments, the slopes shall be plowed or scarified to a depth not less than four inches and the embankment built up in successive layers, as hereinafter specified, to the level of the old embankment before its height is increased. Then, the old embankment shall be scarified and re-compacted with the next layer of embankment. The total depth of the scarified and added materials shall not exceed the permissible depth of the layer.
 - 2. All embankments for road beds or pavements shall be constructed in layers approximately parallel to the finished grade of the street and shall be so constructed as nearly as possible to conform to the cross section of the subgrade section. Embankments shall be constructed to the established grade and to the shape of the typical section shown on the plans, and each section shall conform to the detailed sections of slopes. After completion of the embankment, it shall be continuously maintained to its finished section and grade until the project is accepted.
 - 3. Earth embankments shall be constructed in successive layers, for the full width of specified depth or cross sections; and in such length as are suitable for the sprinkling and compaction methods to be used. Each layer of earth embankment shall be uniform as to material, density, and moisture content before beginning compaction. Prior to compaction, the layers shall not exceed six inches in depth for pneumatic tire rolling or eight inches in depth for rolling with other types of rollers.
 - 4. Earth embankment placed adjacent to and over pipes, culverts, and other structures shall be of suitable material and shall be placed in successive layers approximately horizontal. Layers of embankment shall be brought up uniformly on each side of the structure, and special care shall be taken to prevent any wedging action against the structure. For such distances along embankments adjacent to structures where it is impracticable to obtain compaction by rolling, the embankment material shall be placed in layers not exceeding six inches in depth of loose material wetted uniformly to the moisture content just above optimum; and shall then be compacted by mechanical hand compactors or other approved methods, maintaining the required moisture content by additional sprinkling, if necessary, supplemented by such hand work as is necessary to secure a uniform and thoroughly compacted fill, until each layer has been uniformly compacted.
 - 5. All earth, cuts, full of part width in the side of a hill, which are not required to be excavated below subgrade elevation for base or backfill, shall be scarified to a uniform depth of not less than six inches below grade shown on the plans; and the materials shall be mixed and reshaped by blading and then sprinkled and rolled in accordance with the hereinabove outlined requirements for earth embankments.

- B. Density Testing: For each layer of earth embankment and select material, the relative compaction of the embankment shall be as shown on the plans. After each section of earth embankment or select material is completed, moisture-density tests shall be made as follows:
 - 1. Paved Areas/Structural Foundations - one test per 2000 sf.
 - 2. Sidewalk and grassed areas - one test per 3000 sf.

3.3 BACKFILL FOR STRUCTURES

- A. Preparation:
 - 1. Prior to backfilling below grade walls, verify that preceding work has been satisfactory completed, including membrane waterproofing and sub-soil drainage system.
 - 2. Verify that forms, trash, debris and any temporary shoring has been removed.
 - 3. Verify that basements walls or other earth retaining walls shown on the plans are supported as required on the structural drawings.
- B. Grade Beams: Backfill with select fill. Place backfill in layers not exceeding 8" loose depth, compact to density specified elsewhere.
- C. Basement Walls: Backfill with select fill and as noted in sections and details on the drawings. Extend backfill to within 2 feet of established rough grade. Place backfill in layers not exceeding 8" loose depth and compact to 95% Standard Proctor. Backfill final one foot with approved clay material.
 - 1. When planting is scheduled adjacent to building, hold top of clay fill down to depth required for placement of top soil.
 - 2. When pavement is scheduled adjacent to wall, backfill with select fill and carry it to the required sub-grade elevation required for pavements.

3.4 SUBGRADE PREPARATION FOR PAVEMENTS

- A. Scarify existing soil prior to placing any fill material, or providing soil stabilization. Compact in-place material to a minimum of 95% Standard Proctor density.
- B. Place fill material (or stabilized soil) in 8" loose lifts, compact each lift to 95% Standard Proctor density.

3.5 GRADING

Uniformly grade all areas including adjacent transition areas and at all miscellaneous ground structures, curbs and walks, grade surrounding area uniformly to top of curb, walk or structure unless shown otherwise.

- A. Finish Grading: Grade area adjacent to building lines to drain away from structures and to prevent ponding. Finish surfaces to be free from irregular surface changes.
- B. Topsoil: Where area are designated as planting, hold down subgrade 6". Fill with topsoil required finish grade or to top of surrounding ground structures. Top soil shall be placed to a depth of 6", spread and hand raked to required finish grades. Top soil shall be placed over all fill areas, areas designated as planting and all areas not covered by building or pavement included in this contract. Coordinate topsoil placement and requirements with landscape work.

END OF SECTION

SECTION 31 23 13

SUBGRADE PREPARATION

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Work included in this Section, while not all inclusive but listed as a guide shall include.
 - 1. Furnishing of all labor, tools, equipment and incidentals to complete the work.
 - 2. Layout of the work.
 - 3. All required excavation within the limits of the work area.
 - 4. Removal, proper utilization or disposal of all excavated material.
 - 5. Compacting, shaping and finishing of all subgrade in conformity to the alignment, cross section, and elevation shown on the plans.
 - 6. Sprinkling for dust control.
- B. Submit complete laboratory analysis of soil material proposed for fill material.
 - 1. Establish moisture density relationship of in-place sub-grade in accordance with ASTM D-698.
 - 2. Establish moisture density relationship of proposed select fill(s) material in accordance with ASTM D-698.
 - 3. Perform PI test on proposed select fill material to confirm conformance with the project specifications in accordance with ASTM D-4318.

1.2 RELATED SECTIONS

- A. Coordinate the work of this Section with the Work of other Sections as required to properly execute the Work and as necessary to maintain satisfactory progress of the work of other Sections. Other Sections containing related work include but are not limited to the following:
 - 1. Earthmoving – Section 31 20 00
 - 2. Excavation and Backfill for Conduits – Section 31 23 34

1.3 REFERENCES

Meet requirements and recommendations of applicable portions of Standards listed.

- A. ASTM D698 - Laboratory Compaction Characteristic of Soil Using Standard Effort (12,400 lb/ft;).
- B. ASTM D4318 - Liquid Limit, Plastic Limit and Plasticity Index of Soils.
- C. Texas Department of Transportation Standard Specifications for Construction of Highways, Streets, and Bridges, 2004, TxDOT.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 GENERAL

- A. After the excavation or embankment has been substantially completed, the subgrade shall be brought to the proper alignment, cross-section and elevation, so that after rolling and subsequent finishing operations, it shall conform to the correct configuration and dimensions as indicated on plans.

3.2 EQUIPMENT

- A. All equipment necessary for the construction of this item shall be suitable for the work considering the confined work area and shall be approved by the engineer as to condition before the contractor shall be permitted to begin construction operations on which the equipment is to be used. Hand operated mechanical tampers may be used.

3.3 COMPACTION

- A. Compaction shall consist of the equipment operation, as herein specified discretion.
- B. Compaction Methods: The method of compaction shall be left to the discretion of the contractor. Each layer of fill, if dry, shall be wetted uniformly to the moisture content required to obtain the desired density and shall be compacted by means of tamps or rammers.

3.4 FINISHED SUBGRADE

- A. After completion of the compaction and immediately ahead of the application of pavement, the subgrade shall then be tested with templates or string lines by the Contractor. All irregularities which develop in excess of one-half inch in a length of 16 feet (12.5 mm in 5M) measured longitudinally shall be corrected by loosening, adding or removing material; reshaping; and recompacting by sprinkling and rolling. The completed subgrade shall have a uniform density of not less than of the maximum density, as shown on the plans, determined by ASTM D 698. Moisture content shall be within minus 2 to plus 4 of optimum.
- B. The subgrade shall be maintained in a smooth, compacted condition, in conformity with the required pavement section and established grade, until the pavement is placed, and shall be kept wetted down sufficiently in advance of placing any pavement to ensure its being in a firm and moist condition for at least two inches below surface of the prepared subgrade. Only such subgrade as is necessary for the satisfactory prosecution of the work shall be completed ahead of the placement of pavement. Complete drainage of the subgrade shall be provided at all times.

3.5 SPRINKLING FOR DUST CONTROL

- A. Sprinkling for dust control shall consist of the authorized application of water on those portions of the projects as shown on the plans or as directed and herein specified. The Contractor shall operate a sprinkler which shall insure the distribution of water in a uniform and controllable rate of application. It shall be the Contractor's continuous responsibility at all times including nights, holidays, weekends, etc., until acceptance of the project by the owner, to maintain the project free of dust in a manner which shall cause the least inconvenience to the public.

3.6 COMPACTION TESTS

- A. The completed subgrade shall be tested for compaction and moisture content at the rate of one test per 1,000 square foot.

END OF SECTION

SECTION 31 23 34

EXCAVATION AND BACKFILL FOR CONDUITS

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Work included in this Section, while not all inclusive but listed as a guide, shall include:
 - 1. Furnishing of all labor, tools, equipment, materials and incidentals to complete the work.
 - 2. Layout of work.
 - 3. Excavation and backfill for underground pipes and conduits.
 - 4. Trench safety.
 - 5. Testing.
 - 6. Clean up.

1.2 RELATED SECTIONS

- A. Coordinate the work of this Section with the Work of other Sections as required to properly execute the work as necessary to maintain satisfactory progress of the Work of other Sections. Other Sections containing related work include but are not limited to the following:
 - 1. Storm Sewer Line Installation - Section 33 41 00

1.3 REFERENCES

Meet requirements and recommendations of applicable portions of the Standards listed.

- A. ASTM C33 - Concrete Aggregates.
- B. ASTM D4318 - Liquid Limit, Plastic Limit and Plasticity Index of Soils.
- C. ASTM D698 - Laboratory Compaction Characteristics of Soil Using Standard Effort.
- D. American Society of Testing and Materials, ASTM.
- E. Texas Department of Transportation Standard Specifications for Construction of Highways, Streets, and Bridges, TxDOT 2004.

1.4 SUBMITTALS

- A. Samples:
 - 1. Provide adequate samples for determination of moisture density relationship and Plasticity Index (P.I.) of on-site materials, imported fill material and drainage aggregate.
- B. Trench Excavation Protection shall be as required by the provisions of Part 1926, Subpart P - Excavations, trenching, and shoring of the Occupational Safety and Health Administrations Standards and Interpretations. Additional information may be obtained from the U.S. Department of Labor Occupational Safety and Health Administration (OSHA), 525 Griffin Square Building, Room 602, Dallas, Texas 75202, (214) 767-4731.

- C. Furnish and pay for services of Professional Engineer registered in the State of Texas to prepare detailed plans and specifications for trenching and excavation safety systems to meet the requirements of OSHA and Federal, City, and State Law and regulations. Such documents when prepared shall be separately issued by the Contractor to be included within the Construction Documents.
- D. Submit one copy of the trench and safety documents to the Owner.

PART 2 - PRODUCTS (Not Used)

2.1 PIPE BEDDING MATERIAL FOR STORM SEWERS

- A. General: The pipe shall be bedded in accordance with details shown on the plans for the type of bedding indicated or specified.
- B. Gravel:
 - 1. Screened Pit Gravel: Passing 1 inch sieve and retained on 5/8 inch sieve.
 - 2. Pea Gravel: Passing 5/8 inch sieve and retained on 1/8 inch sieve.
 - 3. The aggregate used shall contain not more than a total of eight percent by weight of deleterious substances such as clay, shale or organic matter.

2.2 PIPE BEDDING MATERIAL FOR WATER AND SANITARY SEWER MAINS

- A. Crushed Stone Embedment:
 - 1. Description: The aggregate shall consist of durable particles of crushed stone; free from frozen material or injurious amount of salt, alkali, vegetable matter or other material either free or as adherent coating; and its quality shall be reasonably uniform throughout. It shall have a wear of not more than 40 percent when tested in accordance with Texas TxDOT Test Method Tex-410-A.
 - 2. Test: When tested by standard laboratory methods, crushed rock embedment for each gradation shall meet the following requirements for percentage by weight.

Standard Crushed Rock - Aggregate Grade 4

	<u>PERCENT</u>
Retained on 1-1/2 inch sieve	0%
Retained on 1 inch sieve	0-5%
Retained on 2 inch sieve	40-75%
Retained on No. 4 sieve	90-100%
Retained on No. 8 sieve	95-100%

Fine Crushed Rock - Aggregate Grade 8

	<u>PERCENT</u>
Retained on 2 inch sieve	0%
Retained on 3/8 inch sieve	0-5%
Retained on No. 4 sieve	35-60%
Retained on No. 8 sieve	90-100%

<u>Coarse Crushed Rock</u>	<u>PERCENT</u>
Passing 1-1/2 inch sieve	100%
Retained on 3/4 inch sieve	100%

- B. Granular Material: Granular material shall be free flowing, such as sand or hydraulically graded crushed stone fines, or mixed sand and gravel, or sandy loam. The material shall be free from lumps, stones over two inches in diameter, clay and organic matter.
- C. Select Material: Select material shall be gravel, fine rock cuttings sand, sandy loam or loam free from excessive clay. Rock cuttings shall have no dimension greater than two inches.
- D. Natural Gravel: Natural gravel shall consist of uncrushed stones meeting the requirements for wear as outlined in Item 2.2A. The material shall be washed and screeded and not have by weight more than one percent organic matter, clays or loam are not more than five percent by weight of anyone of or combination of slate, shale, schist or soft particles of sandstone. The gradation shall be:

	<u>PERCENT</u>
Passing 1-1/2 inch sieve	100%
Retained on 3/4 inch sieve	100%

- E. Sand: Sand shall consist of clean, hard, durable, uncoated grains, free from lumps and organic material. All particles must pass a No. 8 sieve.

PART 3 - EXECUTION

3.1 EXCAVATION

- A. General: In general, all excavation shall be made in open cut from the surface of the ground and shall be no greater in width or depth than is necessary to permit the proper construction of the work in accordance with the plans and these specifications. All excavation shall be to the line and grade shown on the plans. The entire foundation area in the bottom of all excavation shall be firm, stable, and at uniform density as nearly as practicable. Unless necessary, materials shall not be disturbed. The final cleaning off and preparing of the foundation area shall be done immediately prior to the placing of the conduit or structures.
 - 1. Trench Bottom Elevation. All trenches for installation of water, storm sewer and/or sanitary sewer lines shall be excavated to a point below the barrel of the pipe for the type of embedment specified.
 - 2. Trench Overcut Should the Contractor excavate below the plan trench bottom for water or sewer lines, he shall backfill to trench bottom grade shown on the plan with approved aggregate, consolidated and compacted. If the Contractor elects to overcut the trench and use gravel and drain pipe as an underdrain in lieu of or in conjunction with pumping, draining or well pointing, the additional work shall be considered as incidental work; and additional compensation shall not be allowed. Where the character of the foundation material is such that a proper foundation cannot be prepared at the elevation shown on the plans, the Contractor shall deepen the excavation to where a proper foundation can be prepared. Such material removed shall be replaced with foundation materials and thoroughly compacted in place to the finished grade elevation.
 - 3. Excess Trench Width. When the following maximum trench widths are not maintained to a point of one foot above the top of the pipe, the Contractor shall provide at his expense the next higher class of embedment; or embedment as directed by the Owner which shall provide adequate support.
 - a. Width of Trench. The limiting trench width shall be as follow:
 - 1) For 24-inch pipe and smaller, the trench width shall be taken as 24 inches or O.D. of the pipe plus 16 inches whichever is greater.
 - 2) For pipe larger than 24 inch size, but not to exceed 72-inch, the trench width shall be taken as equal to the O.D. of the pipe installed plus 24 inches.
 - 3) For pipe larger than 72-inch (1.8M) size, the trench width shall be taken as equal to the O.D. times plus 1.25 plus 1 ft.
 - 4) Progress: The Owner shall have the right to limit the amount of trenches that shall be opened, or partly opened, in advance of or following the pipe laying operation. Unless otherwise directed by the Owner, the completion of backfill shall immediately follow the pipe laying. In the event the Contractor fails to comply with this requirements, the Owner may stop the pipe laying until the requirements are met.
- B. Excavation Classifications: All excavation is unclassified and involves removal of all materials necessary to permit carrying on the completion of the work. Bidders must satisfy themselves as to the actual existing

subsurfaces conditions, including but not limited to the depth, location and sizes of pipe or conduits of various kinds in place.

- C. Existing Utilities: The Contractor shall thoroughly familiarize himself with available information regarding existing on-site utilities. He shall uncover critical points prior to beginning any trench excavation. Changes to the drawings due to conflicts with existing utilities require the prior approval of the Owners Representative.
- D. Work Sequence: The Contractor shall schedule his work so that all utilities are fully operational. Maintaining acceptable clearance between utilities will be the responsibility of the Contractor.

3.2 SHORING AND SHEETING

When necessary to prevent caving or unduly hazardous working conditions, or to comply with existing laws, trench walls shall be appropriately braced; or sheeted and braced. Where bracing or sheeting and bracing are used, the trench width shall be increased accordingly, shall be considered as incidental work; and shall not be paid for as a separate item. In wet, saturated or flowing materials where it is necessary to install tight sheeting or cofferdams, wood or steel sheet piling shall be used. All sheeting, shoring and bracing shall have strength and rigidity to withstand the pressure exerted; to maintain the side of the excavation properly in place; and to protect all persons or property from injury or damage. When excavations are made adjacent to existing buildings or other structures, or in paved streets, particular care shall be taken to adequately sheet, shore and brace the sides of the excavation to prevent undermining of, or settlement beneath the structures or pavement. Underpinning of adjacent structures or pavement has become necessary it shall be removed, the void satisfactorily refilled, compacted and the pavement replaced. Wooden sheeting, shoring and bracing shall be left in place where it is adjacent to the pipe embedment for the initial lift of backfill. The removal of all sheeting, shoring and bracing shall be done in such manner as not to endanger or damage either new or existing structures, private or public properties; and so as to avoid cave-ins, or sliding of the banks. All holes or voids left by the removal of the sheeting, shoring or bracing shall be immediately and completely filled and compacted with suitable materials. If, for any reason, the Contractor elects to leave in place the sheeting, shoring or bracing, no payment shall be allowed for such material left in place.

- A. Disposal of excavated materials: Suitable excavated materials may be piled adjacent to the work to be used for backfilling. Excavated materials unsuitable for backfilling, or in excess of that required for backfilling, shall be disposed of. Desirable topsoil, sod, etc., shall be carefully removed and piled separately adjacent to the work when required. Excavated materials shall be handled at all times in such manner as to cause a minimum of inconvenience to public travel and to permit safe and convenient access to private and public property adjacent to or along the lie of the work. The excavated material in rock which is not suitable material for bedding or backfill shall be disposed of. Suitable selected bedding or backfill material shall be provided at no additional cost to the Owner. The contractor shall indemnify and hold harmless the Owner and all of his officers, agents and employees from all suits, actions or claims of any character resulting from his arrangements for and disposal of soil.
- B. Dewatering: The Contractor shall remove all water from any source which may accumulate in the excavation. The embedment or pipe shall not be installed in water. No water shall be allowed to flow through or over unset concrete or through the completed line. All water removed from excavations shall be disposed of in an approved manner, so as not to create unsanitary conditions; nor to cause injury to persons or property; nor damage to the work in progress, and/or not to interfere unduly with the use of streets, private driveways or entrances. Pumping, bailing and draining, underdrains, ditches, etc., shall be considered as incidental work and shall not be paid for as separate items.

3.3 BACKFILL

- A. Backfill Procedure: Backfill procedure is that procedure required to return trenches or excavated areas to a satisfactory condition. Such backfilling occurs in two general areas: They are:
 - 1. Areas not subject to vehicular traffic:

- and
2. Areas subjected directly to, or influenced by, vehicular traffic.

The methods of backfilling to be used shall vary with the width of trench, the character of the materials excavated, the method of excavation, the type of conduit and the degree of compaction required. The placing of backfill shall not begin until the pipe structure has been properly bedded and jointed. The excavation shall be backfilled only with approved material. Backfill is divided into two major categories:

1. Embedment is the material upon which the pipe rests; and which covers sewer and water lines.
2. Trench backfill material is the material required to fill the trench from the top of the embedment to ground elevation or subgrade or a street.

- B. Compaction: Compaction of all backfill material shall be performed in a manner that shall not crack, crush and/or cause the installed pipe to be moved from the established grade and/or alignment, as shown on the plans. Satisfactory density shall be obtained at various depths on all backfill material as indicated from random selected test points prior to the required exfiltration or pressure tests that are to be performed on lines being constructed. The required densities shall be at not less than the optimum moisture of the material.

1. Densities - areas subjected to or influenced by vehicular traffic. The trench backfill shall be mechanically compacted to the top of the subgrade in six-inch lifts to at least 95 percent of maximum density as determined by ASTM D698. Moisture content shall be within minus 2 to plus 4 of optimum. The embedment shall be compacted to a density as specified under the description of the embedment required.
2. Densities - areas not subjected to or influenced by vehicular traffic. The trench backfill shall be placed in layers into more than 10 inches in depth (loose measurement) and shall be compacted by whatever means the Contractor chooses, to a density comparable with the adjacent undisturbed material. The embedment shall be compacted to a density as specified under the description of the embedment required.
3. Special situations in areas specifically designated in the plans and specifications, the entire backfill shall be backfilled and compacted to the density specified.
4. Limitations. Densities as specified shall be obtained as the project progresses. No more than 75 percent of the pipe installation on the project is to be completed until specified compaction and density requirements have been ascertained on backfill material for at least 25 percent of the pipe laid.
5. Compaction methods. The method of compaction shall be left to the discretion of the Contractor with the following exception, unless otherwise specified, provided the degree of compaction is obtained and provided that the pipe is not damaged in the process. Compaction of any backfill material by flooding or jetting shall not be permitted. Hand-operated mechanical tampers may be used.
6. Embedment. The type of embedment to be used for storm sewers, sanitary sewers or water mains shall be as on the plans.

3.4 DISPOSAL OF EXCESS MATERIAL:

- A. Excess Excavated Material (soil material free of trees, stumps, logs, brush, roots, rubbish and other objectionable matter which has been accepted by the Owner): Remove excess excavated material from the construction site before Pre-final Inspection. Approved excess material shall be deposited on the Owners property outside the perimeter road as indicated by the Drawings or as directed by the Owner.
- B. Waste Material (soil material including trees, stumps, logs, brush, roots, rubbish and other objectionable matter which has not been accepted by the Owner): Remove waste material from the project site before Pre-final Inspection. Legally dispose of material at a licensed site or with written and notarized permission from the property owner for a private disposal site. All costs associated with waste material removal and disposal shall be paid for by the Contractor.

3.5 TESTING

- A. Laboratory Testing and Inspection Services: As specified within plan set.

END OF SECTION

SECTION 32 13 13

PORTLAND CEMENT CONCRETE PAVING

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Work included in this Section, while not at all inclusive but listed as a guide, shall include:
 - 1. Furnish all labor, tools, equipment and incidentals to complete the work.
 - 2. Concrete paving, integral curbs, and miscellaneous other uses.
 - 3. Sawed joints.
 - 4. Sealing of Joints.

1.2 RELATED SECTIONS

- A. Coordinate the work of this Section with the Work of other Sections as required to properly execute the Work and as necessary to maintain satisfactory progress of the work of other Sections. Other Sections containing related work include but are not limited to the following:
 - 1. Site Preparation - Section 31 10 00
 - 2. Sidewalks and Driveways Approaches - Section 32 20 00

1.3 QUALITY ASSURANCE

- A. Source Quality Control: Testing and Inspection of Concrete as specified in Section 01 41 00.
- B. Allowable Tolerances: Surfaces true to plane, in longitudinal direction to required grade, within 2" in 10 feet, plus or minus, non-cumulative.
- C. Concrete Mix Design Criteria:
 - 1. Contractor shall provide and pay for design of concrete mixes. Design of concrete mixes shall be performed by a testing laboratory selected by Contractor and approved by Landscape Architect/Engineer. Design methods shall be in accordance with ACI 211.
 - 2. For each concrete mix design, make three trial mixes using proposed aggregate, in accordance with ACI 211. Experience Method is acceptable.
 - 3. Check mix designs and revise if necessary wherever changes are made in aggregates or in surface water content of aggregate or workability of concrete.
 - 4. Source Quality Control: Periodically inspect and control concrete mixing and loading of transit mix trucks at batch plant at intervals as agreed to and by Laboratory personnel.
 - 5. Concrete mix designs which are currently being used on TxDOT projects, certified by the concrete supplier are generally acceptable.

1.4 REFERENCE STANDARDS

- A. American Concrete Institute (ACI)
 - 1. ACI 211.1-77 - Recommended Practice for Selecting Proportions for Normal and Heavyweight Concrete.
 - 2. ACI 305-77 - Recommended Practice for Hot Weather Concreting.
 - 3. ACI 306-72 - Recommended Practice for Cold Weather Concreting
 - 4. ACI 315-74, Manual of Standard Practice for Detailing Reinforced Concrete Structures.

- B. American Society for Testing and Materials (ASTM) (latest edition)
 - 1. ASTM A184 - Fabricated Deformed Steel Bar Mats for Concrete Reinforcement.
 - 2. ASTM A185 - Welded Steel Wire Fabric for Concrete Reinforcement
 - 3. ASTM A615 - Deformed and Plain Billet-Steel Bars for Concrete Reinforcement.
 - 4. ASTM C33 - Concrete Aggregates
 - 5. ASTM C94 - Ready-Mix Concrete
 - 6. ASTM C150 - Portland Cement
 - 7. ASTM C171 - Sheet Materials for Curing Concrete
 - 8. ASTM C260 - Air-Entraining Admixtures for Concrete
 - 9. ASTM C309 - Liquid Membrane - Forming Compound for Curing Concrete
 - 10. ASTM C494 - Chemical Admixtures for Concrete
 - 11. ASTM C618 - Fly Ash and Raw or Calcined Natural Pozzolan for use as a Mineral Admixture in Portland Cement Concrete.
 - 12. ASTM C1549 - C1549-02 Standard Test Method for Determination of Solar Reflectance Near Ambient Temperature Using a Portable Solar Reflectometer
 - 13. ASTM D1190 - Concrete Joint Sealer, Hot-Poured Elastic Type,
 - 14. ASTM D1751 - Preformed Expansion Joint Fillers for Concrete Paving and Structural Construction (non-extruding and resilient bituminous types).
 - 15. ASTM D1752 - Preformed Sponge Rubber and Cork Expansion Joint Fillers for Concrete Paving and Structural Construction.
- C. Texas Department of Transportation (TxDOT) 2004 Standard Specification for Construction of Highways, Streets and Bridges.

1.5 SUBMITTALS

- A. General: Submit in accordance with Section 01330
- B. Mix Designs: Submit copies of each laboratory trial mix design. Record of previous satisfactory performance for the proposed mix design may be submitted in lieu of above.
- C. Product Data: Submit Manufacturer's descriptive literature and installation instructions for specified products.
- D. Certificates: Submit Manufacturer's certification that materials meet specification requirements.

1.6 JOB CONDITIONS

- A. Environmental Conditions: Except by written authorization of Owner, no concrete shall be placed when the air temperature is less than 40°F (4°C) and falling, but may be placed when the temperature is above 35°F (2°C) and rising, temperature taken in shade away from artificial heat. No concrete shall be placed in rain, sleet, snow or on a frozen subgrade.
- B. Allowable Concrete Temperatures:
 - 1. Cold Weather: Maximum and Minimum, ASTM C94, conform to ACI 306.
 - 2. Hot Weather: Conform to ACI 305.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Portland Cement: ASTM C150, Type 1.

- B. Fly Ash: The use of fly ash will be permitted when the amount and type has been established by laboratory data. The maximum amount allowed shall not exceed 20 percent of absolute volume of the specified cement content.
- C. Aggregates: ASTM C33
1. Coarse aggregate: Coarse aggregate shall be washed and shall consist of durable particles of gravel, crushed blast furnace slag, crushed stone or combinations thereof and shall be free from frozen material or injurious amounts of salt, alkali, vegetable matter or other objectionable material either free or as an adherent coating. When white Portland cement is specified, the coarse aggregates used in the concrete shall be light colored. Quality shall be reasonably uniform throughout. Coarse aggregate shall not contain more than 0.25 percent by weight of clay lumps, nor more than five (5.0) percent by weight of laminated and/or friable particles when tested in accordance with Test Method Tex-413-A. Coarse aggregate from each source shall have a wear of not more than 40 percent when tested in accordance with Test Method Tx-410 A. Unless otherwise shown on the plans, coarse aggregate from each source will be subjected to five (5) cycles of both the sodium sulfate and the magnesium sulfate soundness test in accordance with Test Method Tex-411-A. When the loss is greater than 12 percent with sodium sulfate and/or 18 percent with magnesium sulfate, further testing will be required prior to acceptance or rejection of the material. A satisfactory record under similar conditions of service and exposure will be considered in the evaluation of material failing to meet these requirements. When tested in accordance with Test Method Tex-401-A, the coarse aggregate, including combinations of aggregates when used, shall conform to the gradation requirements shown in Table 1.

TABLE 1
COARSE AGGREGATE GRADATION CHART

Aggregate Grade No.	Nominal Size In.	Percent Retained on Each Sieve								
		2-1/2 in.	2 in.	1-1/2 in.	1 in.	3/4 in.	2 in.	3/8 in.	No. 4	No. 8
1	2	0	0-20	15-50		60-80			95-100	
2 (467)*	1-1/2		0	0-5		30-65		70-90	95-100	
3	1-1/2		0	0-5		10-40	40-75		95-100	
4 (57)*	1			0	0-5		40-75		90-100	95-100
5 (67)*	3/4				0	0-10		45-80	90-100	95-100
6 (7)*	2					0	0-10	30-60	85-100	95-100
7	3/8						0	5-30	75-100	
8	3/8						0	0-5	35-80	90-100

Numbers in parenthesis indicate that these gradations conform to corresponding ASTM gradation in ASTM C33

The loss of decantation in accordance with Test Method Tex-406-A plus the allowable weight of clay lumps shall not exceed one (1) percent, or the value shown on the plans, whichever is smaller. In the case of aggregates made primarily from the crushing of stone, if the material is finer than the 200 sieve is definitely established to be the dust of fracture, essentially free from clay or shale, as established by Part III of Test Method Tex-406-A, the percent may be increased to 1.5.

2. Fine aggregate: Fine aggregate shall be washed and consist of clean, hard, durable and uncoated particles of natural or manufactured sand or a combination thereof, with or without a mineral filler. When white Portland cement is specified the fine aggregate used in the concrete shall be light colored. It shall be free from frozen material or injurious amounts of salt, alkali, vegetable matter or other objectionable material and it shall not contain more than 0.5 percent of weight of clay lumps. When the aggregate is subjected to the color test for organic impurities in accordance with Test Method Tex-408-A, the test result shall not show a color darker than standard.

Unless otherwise shown on the plans, the acid insoluble residue of fine aggregate used in concrete subject to direct traffic shall not be less than 60 percent by weight when tested in accordance with Test Method Tex-612-J.

When tested in accordance with Test Method Tex-401-A, the fine aggregate or combinations of aggregates, including mineral filler, shall conform to the gradation requirements shown on Table 2.

TABLE 2
FINE AGGREGATE GRADATION CHART

Aggregate Grade No.	Percent Retained in Each Sieve							
	3/8 in.	No. 4	No. 8	No. 16	No. 30	No. 50	No. 100	No. 200
1	0	0 to 5	0 to 20	15 to 50	35 to 75	65 to 90	90 to 100	97 to 100

Where manufactured sand is used in lieu of natural sand, the percent retained on the No. 200 sieve shall be 94 to 100.

Where the sand equivalent value is greater than 85, the retainage on the No. 50 sieve may be 65 to 94 percent.

Fine aggregates will be subjected to the Sand Equivalent Test (Test Method Tex-203-F). The sand equivalent shall not be less than 80 unless otherwise shown on the plans.

For all classes of concrete the fineness modulus shall be between 2.30 and 3.10 as determined by Test Method Tex-402-A.

- D. Mortar and Grout: Mortar and grout shall consist of one (1) part Portland cement, two (2) parts finely graded sand and sufficient water to provide the desired consistency. Mortar may contain admixtures.

Mortar shall have a consistency such that the mortar can be easily handled and spread by trowel. Grout shall have a consistency such that the grout will flow into and completely fill all voids.

When required to prevent color difference, white cement shall be added to produce the color required. When shown on the plans or in the specifications, or when required by the architect, latex adhesive conforming to the requirements of Departmental Material Specification D-9-8110 shall be added to the mortar.

- E. Storage of Materials:

1. Cement, Fly Ash and Mineral Filler: All cement, fly ash and mineral filler shall be stored in well ventilated weatherproof buildings or approved bins, which will protect them from dampness or absorption of moisture. Each shipment of packaged cement shall be kept separated to provide easy access for identification and inspection.
2. Aggregates: The method of handling and storing concrete aggregates shall prevent contamination with foreign materials. If the aggregates are stored on the ground, the sites for the stockpiles shall be clear of all vegetation and shall be level. The bottom six (6) inch layer of aggregate shall not be disturbed or used without recleaning.
When conditions require the use of two (2) or more sizes of aggregates, the aggregates shall be separated to prevent intermixing. Where space is limited, stockpiles shall be separated by physical barriers. Aggregates from different sources shall be stored in different stockpiles unless the aggregates are pre-blended.
Methods of handling aggregates during stockpiling and their subsequent use shall be such that segregation will be minimized.

All aggregate shall be stockpiled at least 24 hours to reduce the free moisture content. In order to control absorption, stockpiles shall be sprinkled.
To assure uniform concrete, aggregate stockpiles shall be maintained at reasonable uniform moisture content.

3. Admixtures. Admixtures shall be stored in accordance with TxDOT Item 437, Concrete Admixtures.

F. Measurement of Materials:

Except as noted below, the measurements of materials used in batches of concrete shall be by weight.

Water may be measured by volume or weight.

Cement and fly ash shall be weighed separately from other materials. Weighing of sacked cement will not be required. When sacked cement is used, the quantity of cement per batch shall be based upon using full bags of cement. Batches involving use of fractional bags will not be permitted.

G. Admixtures:

1. Air entraining agents: ASTM C260.
2. Cement dispersing agents: ASTM C494.

H. Water: Clean and potable.

I. Reinforcing Steel:

1. Bar mats: ASTM A184, Grade 60.
2. Deformed billet steel: ASTM A615, Grade 60.

J. Welded wire fabric: ASTM A185.

K. Dowels and Sleeves: Plain round bar dowels, sized as detailed, conforming to reinforcing steel requirements, coated with bituminous paint on one-half or length. Provide sleeves as detailed, closed at one end, and allowing one inch movement at closed end.

L. Supports: Provide chair spacers and other required supports in accordance with requirements of ACI 315.

M. Joint Assemblies: Metal positioning and supporting devices for expansion and contraction joint assemblies (such as welded wire bar chairs, bar stakes, etc.) Shall be as shown on the plans or may be approved similar devices of equivalent greater strength. The support devices shall secure the joint assembly and dowels within the allowable tolerances while providing no restraint against joint movement. Dowels used in joint assemblies shall be secured in parallel position by a transverse metal brace or may be secured by approved other devices. The devices shall provide positive mechanical connection between the brace and each unit (other than by wire tie) and prevent transverse movement of each load transmission device.

N. Joint fillers, conforming with ASTM D1751.

O. Wood Form: Good grade lumber, sound and free of warp, minimum 2 inch nominal thickness, except where extremely short radio of curves require thinner forms.

P. Curing compound: Liquid membrane, ASTM C309, Type 2 white pigmented.

Q. Curing sheets: ASTM C171.

R. Joint Sealing Compound: Hot rubber compound or silicone sealing compound, as per General Notes.

2.2 CONCRETE MIX

A. Concrete Quality: In accordance with approved mix design and following requirements:

1. Slump: 5" maximum for flatwork, 6" maximum for catch basins, etc.
2. Compressive strength: Not less than 3,000 psi at 28 days or as shown on the plans.
3. Entrained air: Concrete mix shall contain 5% entrained air plus or minus 1%.
4. Admixture: Introduce in quantities and according to methods recommended by admixture manufacturer.

PART 3 - EXECUTION

3.1 INSPECTION

- A. Verify that earthwork is completed to correct line and grade.
- B. Check that subgrade is smooth, compacted and free of frost or excessive moisture.
- C. Do not commence work until conditions are satisfactory.

3.2 MAINTAINING SUBGRADE PRIOR TO PLACING CONCRETE

- A. Provide complete drainage of subgrade during entire construction period. On elevated grades, direct surface water to gutters, paved ditches or drains by proper grading of subgrade.
- B. Maintain subgrade in a smooth, compacted condition at required section and grade until concrete pavement is ready to be placed. Keep subgrade thoroughly wetted down sufficiently in advance of placing concrete to insure a firm moist subgrade condition for at least 2 inches below prepared surface.
- C. Prepare only a sufficient amount of subgrade in advance of placing of concrete to enable work to proceed smoothly and effectively. Avoid placing of equipment or hauling equipment over completed subgrade until placement of concrete has been completed.
- D. The use of sand cushion for subgrade leveling purposes is prohibited.

3.3 INSTALLATION

- A. Forms:
 1. Set forms accurately to required grades and alignment
 2. Adequately brace to withstand loads applied during concrete placement.
 3. Install flexible or curved forms of wood or metal for curves with radius of 300 feet or less.
 4. Leave forms in place for a minimum of 12 hours after completion of the finishing operation.
- B. Joint Fillers:
 1. At driveway to street connections, accurately shape joint filler to concrete section per Paving Details.
 2. Securely fasten filler in place and in contact with subgrade for its entire length. Provide holes for dowel bars not more than 1/8" larger than bar diameter.
 3. Where joint sealant or sealing compound is scheduled, provide removable tacked-on strips to provide a recess for sealant or compound.
- C. Reinforcement:
 1. Install reinforcing steel in middle of the pavement thickness.
 2. Steel shall be free of rust or mill scale, dirt or oil.
 3. Reinforcing shall be supported by chairs. Pulling-up reinforcing that is laying on the subgrade while the pour is under way will not be permitted.

- D. Placing and Finishing:
 - 1. Placing: Deposit concrete so that specified slab thickness will be obtained after vibrating and finishing operations. Minimize handling to prevent segregation. Consolidate concrete by suitable means to prevent formation of voids or honeycombs. Exercise care to prevent disturbance of forms.
 - 2. Finishing: After consolidation and screeding, float concrete level to within specified tolerances. Use a straight edge to level and test surface in longitudinal direction to required grade. Finish surface to a gritty texture similar to a heavy broomed finish. Finish edges to provide a smooth dense surface with 1/8" radius.

3.4 JOINTS

- A. Intentional stoppage of concrete placing shall be at planned location of either an expansion joint or construction joint.
- B. When stoppage occurs at an expansion joint, install joint assembly as shown on drawings for an expansion joint, with a bulkhead of sufficient section drilled to accommodate required dowels.
- C. When stoppage occurs at a construction joint, install joint assembly as detailed on drawings for a construction joint.
 - 1. Provide a bulkhead of sufficient section to prevent deflection, or loss of shape of concrete section. Drill bulkhead to permit continuation of longitudinal reinforcing steel through construction joint.
 - 2. Immediately upon unintended stoppage of concrete placing, place available concrete to a line and install bulkhead perpendicular to surface of pavement and at a required elevation. Place and finish concrete to this bulkhead. Remove and dispose of concrete remaining on subgrade ahead of bulkhead.
 - 3. When placing of concrete is resumed before concrete has set to extent that concrete will stand on removal of bulkhead, new concrete shall be rodded with the first; otherwise, carefully preserve joint face.
 - 4. An edge created by a construction joint of this type shall have a joint steel seal space as detailed on drawings.
 - 5. Install standard concrete street header as per City standards when joining old pavement to new pavement, unless otherwise shown on the drawings.
- D. Provide sawed dummy joints spaced apart as indicated on the drawings (approximately 15 ft on center maximum).
 - 1. Saw joints after completion of finishing operations as soon as concrete has hardened to extent necessary to prevent raveling of joint or damage to adjacent concrete surfaces.
 - 2. Saw joints same day that concrete is placed except that sawing of joints in concrete placed late in day may be delayed until morning of following day.
 - 3. In any event, saw joints within 18 hours after placing concrete.
 - 4. Use a power-driven concrete saw made especially for sawing concrete and maintain in good operating condition.
 - 5. Saw blades shall make a clean, smooth cut, producing a groove 1/8" to 3/16" wide and depth equal to 1/4 of slab thickness, minimum one inch depth.
 - 6. Do not cut existing reinforcement.
 - 7. Joints should be continuous across the slab unless interrupted by full-depth, pre-molded joint filler, and should extend completely through curb.
 - 8. Joint openings wider than one-fourth inch shall be cleaned and sealed before opening area to traffic.
- E. Expansion joints or isolation joints shall be used to isolate fixed objects abutting or within the paved area. They shall contain pre-molded joint filler for the full depth of the slab and shall be sealed prior to opening to traffic.

3.5 CURING

- A. Apply membrane curing compound at a uniform rate of approximately 200 square foot per gallon, or as recommended by manufacturer, as soon as finishing operation has been completed and concrete has lost its water sheen.
- B. At contractor's option, curing sheets may be used, held in place with moist sand.
- C. Curing procedure shall protect concrete, including concrete edges and curbs, against loss of moisture and rapid temperature change for a period of not less than 4 days from beginning of curing operation, without damage or marking of finished concrete surface.
- D. Do not allow traffic on concrete for a minimum period of 7 days after placing.

3.6 COLD WEATHER PROTECTION

- A. When concrete is placed in cold weather and the temperature may be expected to drop below 35°F, provide cold weather protection in accordance with ACI 306.
- B. When ambient temperature is expected to fall below 32°F during day or night, cover concrete with protective material to a sufficient depth to prevent freezing of concrete.
- C. Protect concrete from freezing temperatures for a minimum of 5 days after placing.
- D. Remove and replace concrete damaged by frost action.

3.7 SEALING JOINTS

- A. Cleaning joints: Prior to applying joint sealing compound, clean joints with compressed air to obtain a clean and dry surface on face of joints so that sealing material will adhere.
- B. When hot rubber compound is called for in the General Notes:
 - 1. Melt joint sealing compound to proper consistency for pouring using continuous agitator type kettle with calibrated thermometer. Do not heat above 450°F.
 - 2. Continuously apply joint sealing compound full depth of joint recesses and flush with concrete surface, in accordance with manufacturer's directions. Do not apply when ambient temperature is below 35°F.
- C. When silicone sealing compound is called for in the General Notes:
 - 1. Apply sealing compound as per manufacturer's instructions.

3.8 PAVEMENT STRENGTH TEST

- A. During the progress of the work, the Contractor shall cast test cylinders to maintain a check on the compressive strengths of the concrete being placed.
- B. Four test cylinders shall be taken from a representative portion of the concrete being placed for every 100 cubic yards of concrete pavement placed, but in no case shall less than two sets of cylinders be taken from any day's placement.

After the cylinders have been cast, they shall remain on the job site undisturbed for 24 hours and then transported, moist cured, and tested by the Testing Laboratory designated by the Owner.

Two of the cylinders in each set shall be tested in seven days; and then, if in the opinion of the engineer the seven day test results are low enough, the other two cylinders in each set may be tested in 28 days. If the 28 day test results indicate deficient strength, the Contractor may, at his option and expense, core the pavement in question and have the cores tested by an approved laboratory to override the results of the cylinder tests.

END OF SECTION

SportMaster Sport Surfaces
PO Box 2277
2520 South Campbell Street
Sandusky, Ohio 44870
Toll Free 800-326-1994
Fax 877-825-9226
Website www.sportmaster.net
E-mail moreinfo@sportmaster.net

April 2020

SECTION 32 18 23.53

CONCRETE PICKLEBALL COURT SURFACE COLOR COATING SYSTEM

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Concrete pickleball court surface color coating system.

1.2 RELATED REQUIREMENTS

- A. Ref. Structural Plans.

1.3 REFERENCE STANDARDS

- A. American Sports Builders Association (ASBA).
- B. United States of America Pickleball Association (USAPA) Rules of Pickleball.

1.4 SUBMITTALS

- A. Comply with Section 01 33 00 – Submittal Procedures.
- B. Product Data: Submit manufacturer's product data, including surface and crack preparation and application instructions.
- C. Samples: Submit manufacturer's color samples of color coating.
- D. Test Reports:
 - 1. Submit independent test results for solar reflectance index.
 - 2. Submit independent test results for 2000 Hour ASTM G154, accelerated weathering UV test, to demonstrate long-term durability and fade resistance.
 - 3. Submit independent test results for 2000 Hour, accelerated weathering ASTM G155 Xenon Arc test, to demonstrate long-term fade resistance and quality of pigment.
- E. Manufacturer's Certification: Submit manufacturer's certification that materials comply with specified requirements and are suitable for intended application.

- F. Manufacturer's Project References: Submit manufacturer's list of successfully completed concrete pickleball court surface color coating system projects, including project name, location, and date of application.
- G. Applicator's Project References: Submit applicator's list of successfully completed concrete pickleball court surface color coating system projects, including project name, location, type and quantity of color coating system applied, and date of application.
- H. Warranty Documentation: Submit manufacturer's standard warranty.
- I. Authorized Installer Certificate: Submit manufacturer's authorized installer certificate.

1.5 QUALITY ASSURANCE

- A. Manufacturer's Qualifications:
 1. Manufacturer regularly engaged, for past 5 years, in manufacture of concrete pickleball court surface color coating systems of similar type to that specified.
 2. United States owned company.
 3. Member: ASBA.
- B. Applicator's Qualifications:
 1. Applicator regularly engaged, for past 3 years, in application of pickleball court surface color coating systems of similar type to that specified.
 2. Employ persons trained for application of pickleball court surface color coating systems.
 3. Applicator must be authorized installer of the surfacing brand used.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Delivery and Acceptance Requirements: Deliver materials to site in manufacturer's original, unopened containers and packaging, with labels clearly identifying product name and manufacturer.
- B. Storage and Handling Requirements:
 1. Store and handle materials in accordance with manufacturer's instructions.
 2. Keep materials in manufacturer's original, unopened containers and packaging until application.
 3. Store materials in clean, dry area indoors.
 4. Store materials out of direct sunlight.
 5. Keep materials from freezing.
 6. Protect materials during storage, handling, and application to prevent contamination or damage.
 7. Close containers when not in use.
 8. Retain manufacturer batch codes on each container and application dates, for warranty purposes.

1.7 AMBIENT CONDITIONS

- A. Do not apply concrete pickleball court surface color coating system when air or surface temperatures are below 50°F (10°C) during application or within 24 hours after application.

- B. Do not apply concrete pickleball court surface color coating system when rain is expected during application or within 24 hours after application.

PART 2 PRODUCTS

2.1 MANUFACTURER

- A. SportMaster Sport Surfaces, PO Box 2277, 2520 South Campbell Street, Sandusky, Ohio 44870. Toll Free 800-326-1994. Fax 877-825-9226. Website www.sportmaster.net. E-mail moreinfo@sportmaster.net.

All other brands must be pre-approved by the Landscape Architect/Owner, 7 days prior to the bid date. If submitting another brand, bidder must furnish copies of all submittal documents under section 1.4

2.2 MATERIALS

- A. Concrete Pickleball Court Surface Color Coating System: SportMaster Color Coating System.
- B. Crack Sealant: SportMaster "Crack Magic".
 - 1. 100 percent acrylic emulsion elastomeric crack sealant.
 - 2. Seals cracks and expansion joints up to 1/2 inch wide in concrete pavement.
 - 3. Weight per Gallon at 77 Degrees F: 8.8 lbs., plus or minus 0.5 lbs.
 - 4. Non-Volatile Material: 61 percent, plus or minus 5 percent.
 - 5. Color: As indicated on plans.
- C. Crack Filler: SportMaster "Acrylic Crack Patch".
 - 1. 100 percent acrylic emulsion trowel-grade crack filler.
 - 2. Fills cracks in concrete pavement up to 1 inch wide.
 - 3. Chemical Characteristics, by Weight, Minimum:
 - a. Acrylic Emulsion: 10.0 percent.
 - b. Hiding Pigment: 0.2 percent.
 - c. Mineral Inert Fillers: 78.0 percent.
 - d. Film Formers, Additives: 1.8 percent.
 - e. Water: 8.5 percent.
 - 4. Weight per Gallon at 77 Degrees F: 15.2 lbs., plus or minus 1.0 lbs.
 - 5. Non-Volatile Material: 80 percent, plus or minus 5 percent.
 - 6. Color: As indicated on plans.
- D. Patch Binder: SportMaster "Acrylic Patch Binder".
 - 1. 100 percent acrylic emulsion liquid binder.
 - 2. Mix on-site with sand and cement.
 - 3. Levels and repairs low spots and depressions up to 3/4 inch deep in concrete pavement.
 - 4. Fills Cracks in concrete up to 1" in width.
 - 5. Weight per Gallon at 77 Degrees F: 8.8 lbs., plus or minus 0.5 lbs.
- E. Adhesion Promoter: SportMaster "Acrylic Adhesion Promoter".
 - 1. Acrylic emulsion primer.

2. Primes concrete surface and promotes adhesion of color coating system materials.
3. Weight per Gallon at 77 Degrees F: 8.7 lbs., plus or minus 0.5 lbs.

F. Filler Course: SportMaster "Acrylic Resurfacer".

1. 100 percent acrylic emulsion resurfacer.
2. Mix on-site with silica sand.
3. Apply to adhesion promoter or previously colored acrylic surfaces in preparation of color coating system.
4. Chemical Characteristics, by Weight, Minimum:
 - a. Acrylic Emulsion: 44.0 percent.
 - b. Hiding Pigment: 2.0 percent.
 - c. Mineral Inert Fillers: 5.0 percent.
 - d. Film Formers, Additives: 0.2 percent.
 - e. Water: 45.0 percent.
5. Weight per Gallon at 77 Degrees F: 8.5 lbs., plus or minus 0.5 lbs.
6. Non-Volatile Material: 27.5 percent, plus or minus 5.0 percent.
7. Color: Neutral.

G. Color Coating: SportMaster "ColorPlus System".

1. 100 percent acrylic emulsion coating.
2. Mix on-site with silica sand and water.
3. Color coats pickleball, tennis, and multipurpose courts.
4. Weight per Gallon at 77 Degrees F: 9.2 lbs., plus or minus 0.5 lbs.
5. Color: As indicated on plans.

H. Line Markings Primer: SportMaster "Stripe-Rite".

1. 100 percent acrylic emulsion primer, clear drying.
2. Primes line markings and prevents bleed-under for sharp lines.
3. Chemical Characteristics, by Weight, Nominal:
 - a. Acrylic Emulsion: 38.0 percent.
 - b. Hiding Pigment: 0.0 percent.
 - c. Mineral Inert Fillers: 7.0 percent.
 - d. Film Formers, Additives: 1.5 percent.
 - e. Water: 50.0 percent.
4. Weight per Gallon at 77 Degrees F: 8.9 lbs., plus or minus 0.5 lbs.
5. Non-Volatile Material: 29 percent, plus or minus 5 percent.

I. Line Paint: SportMaster "Textured Line Paint".

1. Pigmented, 100 percent acrylic emulsion line paint.
2. Line marking on concrete pickleball courts.
3. Chemical Characteristics, by Weight, Nominal:
 - a. Acrylic Emulsion: 25.89 percent.
 - b. Pigment: 14.90 percent.
 - c. Mineral Inert Fillers: 13.12 percent.
 - d. Additives: 4.73 percent.
 - e. Water: 41.36 percent.
4. Weight per Gallon at 77 Degrees F: 10.65 lbs., plus or minus 0.75 lbs.
5. Non-Volatile Material: 45.17 percent, plus or minus 5 percent.
6. Color: White.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Examine concrete pickleball court surfaces to receive color coating system.
- B. Verify:
 - 1. Suitable vapor barrier beneath concrete slab.
 - 2. Perimeter drainage to prevent moisture accumulation beneath concrete surface.
 - 3. Curing compounds have not been used on concrete surface.
 - 4. Concrete pickleball courts meet ASBA requirements.
- C. Notify Landscape Architect/Engineer of conditions that would adversely affect application or subsequent use.
- D. Do not begin surface preparation or application until unacceptable conditions are corrected.

3.2 SURFACE PREPARATION

- A. Protection of In-Place Conditions: Protect adjacent surfaces and landscaping from contact with concrete pickleball court surface color coating system.
- B. Prepare surfaces in accordance with manufacturer's instructions.
- C. New Concrete:
 - 1. Cure new concrete surfaces a minimum of 28 days before application of concrete pickleball court surface color coating system.
 - 2. Provide medium broom finish or similar roughened texture.
 - 3. Do not steel trowel finish.
 - 4. Acid etch surface per manufacturers specifications, then rinse thoroughly.
- D. Existing Concrete:
 - 1. Sandblast, shotblast, or scarify smooth concrete surfaces to roughened texture similar to medium broom finish. If shot blasting, a shot blast profile of CSP3 or CSP4 is recommended.
 - 2. If existing concrete is uncoated, acid etch with phosphoric or muriatic acid and rinse thoroughly prior to application of color coating system
- E. Remove dirt, dust, debris, oil, grease, sealers, curing compounds, vegetation, loose coatings, loose materials, and other surface contaminants which could adversely affect application of concrete pickleball court surface color coating system. Pressure wash entire surface.
- F. Repair cracks, depressions, and surface defects in accordance with manufacturer's instructions before application of color coating.
- G. Repair spalled areas and level depressions 1/8 inch and deeper with patch binder in accordance with manufacturer's instructions.

- H. Apply adhesion promoter over entire concrete surface in accordance with manufacturer's instructions.
- I. Apply 1 coat of filler course to provide smooth underlayment for application of color coating.
- J. Ensure surface repairs are flush and smooth to adjoining surfaces.

3.3 APPLICATION

- A. Apply concrete pickleball court surface color coating system in accordance with manufacturer's instructions at locations indicated on the Drawings.
- B. Mix materials in accordance with manufacturer's instructions.
- C. Apply Filler Course and Color Coating with a 50-60 durometer, soft rubber squeegee.
- D. Filler Course:
 - 1. Apply 1 coat on new concrete or existing acrylic surfaces with minimal repairs.
 - 2. Apply 2 coats on existing acrylic surfaces with extensive cracks or low spot repair.
- E. Apply a minimum of 2 coats of color coating to prepared surfaces in accordance with manufacturer's instructions.
- F. Allow material drying times in accordance with manufacturer's instructions before applying other materials or opening completed surface to foot traffic.

3.4 LINE MARKINGS

- A. Lay out pickleball court line markings in accordance with USAPA Rules of Pickleball.
- B. Apply line markings primer, after masking tape has been laid, to seal voids between masking tape and pickleball court surface to prevent bleed-under when line paint is applied.
- C. Apply a minimum of 1 coat of line paint in accordance with manufacturer's instructions.

3.5 PROTECTION

- A. Allow a minimum of 24 hours curing time before opening pickleball courts for play.
- B. Protect applied concrete pickleball court surface color coating system to ensure that, except for normal weathering, coating system will be without damage or deterioration at time of Substantial Completion.

END OF SECTION

SECTION 32 20 00

SIDEWALK AND DRIVEWAY APPROACHES

1.1 SECTION INCLUDES

- A. Work included in this Section, while not all inclusive but listed as a guide, shall include:
 - 1. Furnishing of all labor, tools, materials, equipment and incidentals required to complete the work.
 - 2. Concrete sidewalks, concrete for planters and steps, barrier free ramps, driveways and approaches.
 - 3. Expansion joint fillers.
 - 4. Sawed joints.
 - 5. Sealing of joints.

1.2 REFERENCES STANDARDS

- A. American Concrete Institute (ACI)
 - 1. ACI 305-77 - Recommended Practice for Hot Weather Concreting.
 - 2. ACI 306-72 - Recommended Practice for Cold Weather Concreting.
- B. American Society for Testing and Materials (ASTM) (latest edition).
- C. Texas Department of Transportation Standard Specifications for Construction of Highways, Streets, and Bridges, 2004, TxDOT.

1.3 QUALITY ASSURANCE

- A. Source Quality Control: Testing and Inspection as specified in Section 01410.
- B. General: Concrete sidewalks shall have a minimum thickness of four inches; except that sidewalks constructed in driveway approach sections shall have a minimum thickness equal to that of driveway approach or as called by plans and specifications within the limits of the driveway approach. The construction of the driveway approach shall include the variable height radius curb in accordance with the plans and details.
- C. Concrete Mix Design Criteria:
 - 1. Contractor shall provide and pay for design of concrete mixes. Design of concrete mixes shall be performed by a testing laboratory selected by Contractor and approved by the Landscape Architect/Engineer. Design methods shall be in accordance with ACI 211.
 - 2. For each concrete mix design, make three trial mixes using proposed aggregate, in accordance with ACI 211. Experience Method is acceptable.
 - 3. Check mix designs and revise if necessary wherever changes are made in aggregates or in surface water content of aggregate or workability of concrete.

1.4 JOB CONDITION

- A. Environmental Conditions: Replace with same wording in 02514, 1.7A.
- B. Allowable Concrete Temperature:
 - 1. Cold Weather: Maximum and Minimum, ASTM C94, conform to ACI 306.
 - 2. Hot Weather: Conform to ACI 305.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Portland Cement: ASTM C150, Type 1.
- B. Aggregates: ASTM C33. Refer to Portland Cement Concrete Paving (32 13 13)
- C. Admixtures:
 - 1. Air entraining agents: ASTM C260.
 - 2. Cement dispersing agents: ASTM C494.
- D. Fly Ash: The use of fly ash will be permitted when the amount and type has been established by laboratory data. The maximum amount allowed shall not exceed 20 percent of absolute volume of the specified cement content.
- E. Water: Clean and potable.
- F. Reinforcing Steel:
 - 1. Bar mats: ASTM A184, Grade 60.
 - 2. Deformed billet steel: ASTM A615, Grade 60.
- G. Welded wire fabric: ASTM A185.
- H. Dowels and Sleeves: Plain round bar dowels, sized as detailed, conforming to reinforcing steel requirements, coated with bituminous paint on one-half or length. Provide sleeves as detailed, closed at one end, and allowing one inch movement at closed end.
- I. Supports: Provide chair spacers and other required supports in accordance with requirements of ACI 315.
- J. All expansion joints shall be 1/2 inch redwood.
- K. Wood Form: Good grade lumber, sound and free of warp, minimum 2 inch nominal thickness, except where extremely short radius of curves require thinner forms.
- L. Curing Compound: Liquid membrane, ASTM C309, Type 2 white pigmented.
- M. Curing Sheets: ASTM C171.
- N. Joint Sealing Compound: Hot rubber compound or silicone sealing compound.

2.2 CONCRETE MIX

- A. Concrete Quality: In accordance with approved mix design and following requirements:
 - 1. Slump: 5" maximum for flatwork.
 - 2. Compressive strength: Not less than 3,000 psi at 28 days.
 - 3. Entrained air: Concrete mix shall contain 5% entrained air plus or minus 1%.
 - 4. Admixture: Introduce in quantities and according to methods recommended by admixture manufacturer.

PART 3 - EXECUTION

3.1 INSPECTION

- A. Verify that earthwork is completed to correct line and grade.
- B. Check that subgrade is smooth, compacted and free of frost or excessive moisture.
- C. Do not commence work until conditions are satisfactory.

3.2 MAINTAINING SUBGRADE PRIOR TO PLACING CONCRETE

- A. Provide complete drainage of subgrade during entire construction period. On elevated grades, direct surface water to gutters, pave ditches or drains by proper grading of subgrade.
- B. Maintain subgrade in a smooth, compacted condition at required section and grade until concrete pavement is ready to be placed. Keep subgrade thoroughly wetted down sufficiently in advance of placing concrete to insure a firm moist subgrade condition for a least 2 inches below prepared surface.
- C. Prepare only a sufficient amount of subgrade in advance of placing of concrete to enable work to proceed smoothly and effectively. Avoid placing of equipment or hauling equipment over completed subgrade until placement of concrete has been completed.
- D. The use of sand cushion for subgrade leveling purposes is prohibited.

3.3 INSTALLATION

- A. Forms:
 - 1. Set forms accurately to required grades and alignment.
 - 2. Adequately brace to withstand loads applied during concrete placement.
 - 3. Install flexible or curved forms of wood or metal for curves with radius of 300 feet or less.
 - 4. Leave forms in place for a minimum of 12 hours after completion of the finishing operation.
- B. Joint Fillers:
 - 1. At driveways to street connections, accurately shape joint filler to concrete section.
 - 2. Securely fasten filler in place and in contact with subgrade for its entire length. Provide holes for dowel bars not more than 1/8" larger than bar diameter.
 - 3. Where joint sealant or sealing compound is scheduled, provide removable tacked-on strips to provide a recess for sealant or compound.
- C. Reinforcement:
 - 1. Install reinforcing steel in middle of the pavement thickness.
 - 2. Steel shall be free of rust or mill scale, dirt or oil.
- D. Placing and Finishing:
 - 1. Placing: Deposit concrete so that specified thickness will be obtained after vibrating and finishing operations. Minimize handling to prevent segregation. Consolidate concrete by suitable means to prevent formation of voids or honeycombs. Exercise care to prevent disturbance of forms.
 - 2. Finishing: After consolidation and screening, float concrete level to within specified tolerances. Use a straight edge to level and test surface in longitudinal direction to required grade. They shall be troweled and then brushed transversely to obtain a smooth uniform brush finish. Joint and sides shall be edged with suitable tools. Finish edges to provide a smooth dense surface with 2" radius.

3.4 JOINTS

- A. Intentional stoppage of concrete placing shall be at planned location of either an expansion joint or construction joint.
- B. When stoppage occurs at an expansion joint, install joint assembly as shown on drawings for an expansion joint, with a bulkhead of sufficient section drilled to accommodate required dowels.
- C. When stoppage occurs at a construction joint, install joint assembly as detailed on drawings for a construction joint.
 - 1. Provide a bulkhead of sufficient section to prevent deflection, or loss of shape of concrete section. Drill bulkhead to permit continuation of longitudinal reinforcing steel through construction joint.
 - 2. Immediately upon unintended stoppage of concrete placing, place available concrete to a line and install bulkhead perpendicular to surface of pavement and at a required elevation. Place and finish concrete to the bulkhead. Remove and dispose of concrete remaining on subgrade ahead of bulkhead.
 - 3. When placing of concrete is resumed before concrete has set to extent that concrete will stand on removal of bulkhead, new concrete shall be rodded with the first; otherwise, carefully preserve joint face.
 - 4. An edge created by a construction joint of this type shall have a joint steel seal space as detailed on drawings.
- D. Provide tooled dummy joints spaced as indicated on the drawings, generally the width of the sidewalk.
 - 1. Tool joints after completion of finishing operations as soon as concrete has hardened to extent necessary to prevent raveling of joint or damaged to adjacent concrete surfaces.
 - 2. Joints shall be continuous across the slab.
- E. Expansion joints or isolation joints shall be used to isolate fixed objects abutting or within the paved area. They shall contain pre-molded joint filler for the full depth of the slab and shall be sealed prior to opening to traffic. Expansion joints for sidewalks and driveways shall be formed, using expansion joint material of an approved type and shaped to the section. Expansion joints shall be placed in the sidewalks at 40 foot (12M) intervals, unless otherwise shown on the drawings.
- F. Where a driveway approach is to be constructed at a location where there exists a separate curb and gutter, said curb and gutter shall be removed for the full width of the gutter to the nearest joint of to a sawed point at the point of radius. On concrete pavement with monolithic curb, the breakout line shall be 12 inches from the face of the curb line and shall be parallel to it and form a right angle with the concrete surface. The breakout line shall be a sawed groove.

3.5 CURING

- A. Apply membrane curing compound at a uniform rate of approximately 200 sq. ft. per gallon, or as recommended by manufacturer, as soon as finishing operation has been completed and concrete has lost its water sheen.
- B. At contractors option, curing sheets may be used, held in place with moist sand.
- C. Curing procedure shall protect concrete, including concrete edges and curbs, against loss of moisture and rapid temperature change for a period of not less than 4 days from beginning of curing operation, without damage or making of finished concrete surface.
- D. Do not allow pedestrians on concrete for minimum period of 4 days after placing.

3.6 COLD WEATHER PROTECTION

- A. When concrete is placed in cold weather and the temperature may be expected to drop below 35°F, provide cold weather protection in accordance with ACI 306.
- B. When ambient temperature is expected to fall below 32° F during day or night, cover concrete with protective material to a sufficient depth to prevent freezing of concrete.
- C. Protect concrete from freezing temperature for a minimum of 5 days after placing.
- D. Remove and replace concrete damaged by frost action.

3.7 3.7 SEALING JOINTS

- A. Cleaning joints: Prior to applying joint sealing compound, clean joints with compressed air to obtain a clean and dry surface on face of joints so that sealing material will adhere.
- B. Installation:
 - 1. Melt joint sealing compound to proper consistency for pouring using continuous agitator type kettle with calibrator thermometer. Do not heat above 450°F.
 - 2. Continuously apply joint sealing compound full depth of joint recesses and flush with concrete surface, in accordance with manufacturer's directions. Do not apply when ambient temperature is below 35°F

3.8 FIELD QUALITY CONTROL

- A. Inspection and testing as specified within plan set.

END OF SECTION

SECTION 32 31 13

CHAIN LINK FENCES AND GATES

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Chain-link fences.
 - 2. Swing gates.

1.2 PREINSTALLATION MEETINGS

- A. Preinstallation Conference: Conduct conference at Project Site.

1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. Shop Drawings: For each type of fence and gate assembly.
 - 1. Include plans, elevations, sections, details, and attachments to other work.
- C. Samples: For each exposed product and for each color and texture specified.
- D. Delegated-Design Submittal: For structural performance of chain-link fence and gate frameworks, including analysis data signed and sealed by the qualified professional engineer responsible for their preparation.

1.4 INFORMATIONAL SUBMITTALS

- A. Product certificates.
- B. Product test reports.
- C. Sample warranty.

1.5 WARRANTY

- A. Special Warranty: Installer agrees to repair or replace components of chain-link fences and gates that fail in materials or workmanship within specified warranty period.
 - 1. Warranty Period: Five years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. Delegated Design: Engage a qualified professional engineer to design chain-link fence and gate frameworks.

2.2 CHAIN-LINK FENCE FABRIC

- A. General: Provide fabric in one-piece heights measured between top and bottom of outer edge of selvage knuckle or twist according to "CLFMI Product Manual" and requirements indicated below:
 - 1. Fabric Height: As indicated on Drawings.
 - 2. Steel Wire for Fabric: Wire diameter of 0.148 inch (3.76 mm).
 - a. Mesh Size: 2 inches (50 mm).
 - b. Polymer-Coated Fabric: ASTM F 668, Class 2b over zinc-coated steel wire.
 - 1) Color: Black, according to ASTM F 934.
 - c. Coat selvage ends of metallic-coated fabric before the weaving process with manufacturer's standard clear protective coating.
 - 3. Aluminum Wire Fabric: ASTM F 1183, with mill finish, and wire diameter of 0.148 inch (3.76 mm).
 - a. Mesh Size: 2 inches (50 mm).
 - 4. Selvage: Knuckled at both selvages.

2.3 FENCE FRAMEWORK

- A. Posts and Rails: ASTM F 1043 for framework, including rails, braces, and line; terminal; and corner posts. Provide members with minimum dimensions and wall thickness according to ASTM F 1043 or ASTM F 1083 based on the following:
 - 1. Fence Height: As indicated on Drawings.
 - 2. Light-Industrial-Strength Material: Group IC-L, round steel pipe, electric-resistance-welded pipe.
 - a. Line Post: 2.875 inches (73 mm) in diameter.
 - b. End, Corner, and Pull Posts: 4.0 inches (102 mm).
 - 3. Horizontal Framework Members: Intermediate, top, and bottom rails according to ASTM F 1043.
 - 4. Brace Rails: ASTM F 1043.
 - 5. Metallic Coating for Steel Framework:
 - a. Type A zinc coating.
 - b. Type B zinc with organic overcoat.
 - c. External, Type B zinc with organic overcoat and internal, Type D zinc-pigmented coating.
 - d. Type C, Zn-5-Al-MM alloy coating.
 - e. Coatings: Any coating above.
 - 6. Polymer coating over metallic coating.
 - a. Color: Match chain-link fabric, according to ASTM F 934.

2.4 TENSION WIRE

- A. Polymer-Coated Steel Wire: 0.177-inch- (4.5-mm-) diameter, tension wire according to ASTM F 1664, Class 2b over zinc-coated steel wire.
 - 1. Color: Match chain-link fabric, according to ASTM F 934.

2.5 SWING GATES

- A. General: ASTM F 900 for gate posts and [single] [double] swing gate types.
 - 1. Gate Leaf Width: As indicated.

2. Framework Member Sizes and Strength: Based on gate fabric height as indicated.
- B. Pipe and Tubing:
 1. Zinc-Coated Steel: ASTM F 1043 and ASTM F 1083; protective coating and finish to match fence framework.
 2. Gate Posts: Round tubular steel.
 3. Gate Frames and Bracing: Round tubular steel.
- C. Frame Corner Construction: Welded or assembled with corner fittings.
- D. Hardware:
 1. Hinges: 360-degree inward and outward swing.
 2. Latch: Permitting operation from both sides of gate with provision for padlocking accessible from both sides of gate.
 3. Lock: Manufacturer's standard internal device.
 4. Padlock and Chain: Provide padlock and chain for owner use.
 5. Closer: Manufacturer's standard.

2.6 GROUT AND ANCHORING CEMENT

- A. Non-shrink, Nonmetallic Grout: Factory-packaged, nonstaining, noncorrosive, nongaseous grout complying with ASTM C 1107/C 1107M. Provide grout, recommended in writing by manufacturer, for exterior applications.
- B. Anchoring Cement: Factory-packaged, non-shrink, nonstaining, hydraulic-controlled expansion cement formulation for mixing with water at Project site to create pourable anchoring, patching, and grouting compound. Provide formulation that is resistant to erosion from water exposure without needing protection by a sealer or waterproof coating, and that is recommended in writing by manufacturer for exterior applications.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Do not begin installation before final grading is completed unless otherwise permitted by Landscape Architect/Engineer.

3.2 PREPARATION

- A. Stake locations of fence lines, gates, and terminal posts. Do not exceed intervals of 500 feet (152 m) or line of sight between stakes. Indicate locations of utilities, lawn sprinkler system, underground structures, benchmarks, and property monuments.

3.3 CHAIN-LINK FENCE INSTALLATION

- A. Install chain-link fencing according to ASTM F 567 and more stringent requirements specified.
- B. Post Excavation: Drill or hand-excavate holes for posts to diameters and spacings indicated, in firm, undisturbed soil.
- C. Post Setting: Set posts in concrete at indicated spacing into firm, undisturbed soil.

1. Verify that posts are set plumb, aligned, and at correct height and spacing, and hold in position during setting with concrete or mechanical devices.
 2. Concrete Fill: Place concrete around posts to dimensions indicated and vibrate or tamp for consolidation. Protect aboveground portion of posts from concrete splatter.
 - a. Exposed Concrete: Extend 2 inches (50 mm) above grade; shape and smooth to shed water.
 - b. Concealed Concrete: Place top of concrete 2 inches (50 mm) below grade to allow covering with surface material.
 - c. Posts Set into Sleeves in Concrete: Use steel pipe sleeves preset and anchored into concrete for installing posts. After posts are inserted into sleeves, fill annular space between post and sleeve with nonshrink, nonmetallic grout or anchoring cement, mixed and placed according to anchoring material manufacturer's written instructions. Finish anchorage joint to slope away from post to drain water.
 - d. Posts Set into Holes in Concrete: Form or core drill holes not less than 5 inches (127 mm) deep and 3/4 inch (20 mm) larger than OD of post. Clean holes of loose material, insert posts, and fill annular space between post and concrete with nonshrink, nonmetallic grout or anchoring cement, mixed and placed according to anchoring material manufacturer's written instructions. Finish anchorage joint to slope away from post to drain water.
- D. Terminal Posts: Install terminal end, corner, and gate posts according to ASTM F 567 and terminal pull posts at changes in horizontal or vertical alignment of 15 degrees or more. For runs exceeding 500 feet (152 m), space pull posts an equal distance between corner or end posts.
- E. Line Posts: Space line posts uniformly at 96 inches (2440 mm) o.c.
- F. Tension Wire: Install according to ASTM F 567, maintaining plumb position and alignment of fence posts. Pull wire taut, without sags. Fasten fabric to tension wire with 0.120-inch- (3.05-mm-) diameter hog rings of same material and finish as fabric wire, spaced a maximum of 24 inches (610 mm) o.c. Install tension wire in locations indicated before stretching fabric. Provide horizontal tension wire at the following locations:
1. Extended along top and bottom of fence fabric.
- G. Chain-Link Fabric: Apply fabric to inside of enclosing framework. Leave 1-inch (25-mm) bottom clearance between finish grade or surface and bottom selvage unless otherwise indicated. Pull fabric taut and tie to posts, rails, and tension wires. Anchor to framework so fabric remains under tension after pulling force is released.
- 3.4 ADJUSTING
- A. Gates: Adjust gates to operate smoothly, easily, and quietly, free of binding, warp, excessive deflection, distortion, nonalignment, misplacement, disruption, or malfunction, throughout entire operational range. Confirm that latches and locks engage accurately and securely without forcing or binding.
- B. Lubricate hardware and other moving parts.

END OF SECTION

SECTION 32 84 00

PLANTING IRRIGATION

PART 1 - GENERAL

1.1 GENERAL PROVISIONS

- A. Applicable requirements of the General Conditions and other sections of the landscape specifications may apply to this section.

1.2 SCOPE OF WORK

- A. Provide a complete and operating lawn sprinkler installation as shown on the plans, including, but not limited to, the following items:
 - 1. Pipe and fittings.
 - 2. Sprinkler heads.
 - 3. Control system and connection to electrical supply.
 - 4. Trenching, installation of system, connection to water source, testing, and backfilling.

1.3 RELATED WORK SPECIFIED ELSEWHERE

- A. Section 32 92 00 – Turf and Grasses

1.4 APPLICABLE STANDARDS

- A. ASTM Sections
 - 1. D2241-Poly Vinyl Chloride (PVC) Plastic Pipe (SDR-PR)
 - 2. D2464-Poly Vinyl Chloride (PVC) Plastic Pipe Fittings, Threaded, Sch. 40
 - 3. D2466-Poly Vinyl Chloride (PVC) Plastic Pipe Fittings, Socket Type, Sch. 40
 - 4. D2564-Solvent Cements for Poly Vinyl Chloride (PVC) Plastic Pipe and Fittings
- B. Standard Recommended Practice For:
 - 1. D2855-Making Solvent-Cemented Joints with Poly Vinyl Chloride (PVC) Pipe and Fittings

1.5 GENERAL CONDITIONS SPECIFICALLY FOR LANDSCAPE IRRIGATION

- A. The Contractor will flag the location of all heads, electric valves, quick coupler valves, gate valves, automatic controllers, backflow preventers, etc., prior to construction for the representative's approval. The Contractor shall report to the representative any deviations between the irrigation plan, specifications, and the site. Failure to do so prior to the installation of the equipment (which subsequently requires replacement or relocation of the equipment) will result in the work being done at the Contractor's expense.
- B. All local, municipal and state laws, ordinances, codes and regulations relating to, or governing of any portion of this work are hereby incorporated into and made a part of these specifications and will be carried out by the Contractor. The Contractor must have a valid license, as issued by the Texas Board of Irrigators, must carry sufficient insurance coverage, and must be active in irrigation installation for a minimum of 5 years.
- C. Any permits needed for construction of the work included in this contract, which is required by any legally constituted authority having jurisdiction, shall be obtained by the Contractor. The Contractor shall pay for all costs in connection with any inspections or examinations required by these authorities. The representative will be notified when these inspections are required. Any necessary work needed to be done by the Contractor as a result of these inspections will be performed at the Contractor's expense. Copies of all permits and inspections reports shall be forwarded to the representative.

1.6 GUARANTEE AND MAINTENANCE

- A. Material and workmanship shall be fully guaranteed for one year after the date of Substantial Completion Inspection; replacement of defective material or repair of work shall be done at no expense to the owner during the first year, except for repairs or replacements necessitated by damage of any kind not of the Contractor's making. Any reimbursement for repairs must have prior approval of the representative.

- B. Raising and lowering heads to proper height, adjusting arc and radius, filling trenches that have settled, packing the earth firmly around the heads and quick couplers will all be considered part of warranty work and done at no charge to the owner for one year after acceptance of system.
- C. The Contractor will extend to the owner all of the warranties and guarantees provided by the manufacturer on all equipment used. Printed copies of such warranties and guarantees will be provided to the owner with final payment.
- D. Contractor will provide two (2) copies of service and maintenance manuals on all major items in the installation along with the request for final payment.
- E. The Contractor shall provide a minimum of two (2) hours of operating instructions to the owner's designated representative. The representative will be notified at least two days in advance with a date for such instruction. Demonstrate the proper operation of each and every head, each electric valve, and each controller.
- F. Maintenance and guarantee as stated above does not include alterations necessitated by re-landscaping, addition of trees, regrading, or the addition and changes in walks, walls, driveways, or the like. Further, maintenance does not include trimming grass around heads or any service required due to lack of owner's maintenance of lawns and plants. It is also expressly understood that the guarantee and maintenance, after Substantial Completion Inspection, does not cover any mechanical damage (breakage) or any repairs or service needed for causes beyond the control of the Contractor.
- G. Provide schedule indicating length of time each valve is required to be open to provide determined amount of water.

1.7 SUBSTITUTIONS

- A. The sprinkler system has been designed according to the operating characteristics of the specified equipment. Therefore, no substitutions of equipment will be allowed except with written approval.

1.8 RECORD "AS BUILT" DRAWINGS

- A. The Contractor is to provide record drawings on reproducible mylar as provided by the owner. Information to be included will be the dimensional location of major components from permanent fixed points, such as buildings, walls, corners, sidewalks, curbs, etc. At least two actual measurements, dimensions, will be shown with a minimum of 75 degrees between the lines of measurement to each major item of the system, such as electric valves, quick couplers, main line shutoff valves, or wire splice boxes, etc. Single dimensions will be shown at appropriate intervals from permanent features to the main line piping and to the wire routing.
- B. Dimensions are to be recorded on the drawings so that maintenance personnel can locate and service these items. Since pipe routing shown on the original irrigation plan is schematic by nature, actual routing shall be clearly indicated on the record "as built" drawing.

1.9 DEVIATION FROM PLANS

- A. The Contractor is cautioned to defend the hydraulics of this system by following the plans and specifications carefully. Particular attention should be given to operating controllers in alternate sequence, by not operating the system until flow controls or section valves have been adjusted to proper operating pressure, by not installing additional tees or elbows unless approved by the representative, by following the manufacturer's recommendations for installation of all items, etc. Prior to start of construction, the Contractor will confirm static water pressure in writing to the representative.

1.10 SUBMITTALS

- A. Submit shop drawings and product data.
- B. Include piping layout to water source, list of fittings to be used, control system and wiring diagrams and data.
- C. Provide one sprinkler head of each type, complete with housing. Accepted samples may be used in work.

PART 2 - PRODUCTS

2.1 GENERAL

- A. "Sprinkler Mains" are that portion of piping from water source to operating valves. This portion of the piping is under constant pressure.
- B. "Lateral Piping" is that portion of the piping from operating valves to the sprinkler heads. This portion of the piping is under pressure during operation of the system.
- C. "Quick Coupler Valve Lines" are considered a part of the sprinkler main.

2.2 POLYVINYL CHLORIDE PIPE

Polyvinyl chloride pipe (hereinafter referred to as PVC pipe) shall have been manufactured in accordance with the Product Standards as follows:

- A. Product Standard PS-22-70 shall apply and be the governing authority as applicable to main line piping and shall be SDR-21 (Class 200) specification.
- B. Product Standard PS-22-70 shall apply and be the governing authority as applicable to main line piping and shall be SDR-21 (Class 200) specification. 2 1/2" and smaller main line and lateral line piping will be solvent weld joints.
- C. Marking and Identification: All PVC pipe shall be continuously and permanently marked with the following information: Manufacturer's name, pipe size, type of pipe and material, SDR number, Commercial Standard Number and NSF (National Sanitation Foundation) Seal.

2.3 PIPE FITTINGS

- A. 2 1/2" and smaller pipe fittings shall be PVC Schedule 40, as manufactured by the Lasco Company, or equal.
- B. All PVC fittings shall be of the same material as the PVC pipe specified and shall be compatible with the PVC pipe furnished.
- C. Only solvent recommended by the manufacturer of the PVC pipe and the manufacturer of the PVC fittings shall be used.

2.4 WIRE

- A. All valve wiring shall be 14-gauge copper single-conductor wire with 4/64" vinyl insulation as approved for direct underground burial in 30-volt AC or less service by the National Electrical Code. Where valve wired from two or more controllers are in the same ditch, wired are to be color coded. This color coding to be noted on record drawings.

2.5 EXPANSION COILS

- A. Expansion coils, which are to consist of approximately 10 wraps of wire around 1" pipe, will be provided on each wire approximately every 100 feet. Wires are to be bundled and taped together every 10 feet. Provide expansion coil at each electric valve inside the valve box.

2.6 WIRE SPLICES

- A. All wire splices shall be made with a mechanical connector and waterproofed according to the manufacturer's specification. The wire splice shall be Spear's "Dry Splice," 3M "Scotch Lock," or 3M DBY wire splice. All wire splices shall be in valve boxes, and not directly buried or underground splices will be accepted.

2.7 MAIN LINE SHUT-OFF VALVES

- A. All main line shutoff valves 2 1/2" and smaller shall be bronze bodied, bronze fitted gate valves with threaded connection and a 150# W.O.G. rating. Valve stems shall be equipped with a heavy cast bronze wheel handle.

2.8 MATERIAL LIST

- A. All materials shall be installed as per the manufacturer's recommendation and as per any details shown on the plans.

- B. Refer to drawings for sprinkler data and requirements and other material requirements. Plans and specifications do not show all material required and do not show all installation details necessary for this installation.

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

- A. Before installation is started, the Contractor shall place a flag where each sprinkler head, quick coupler valve, and electric valves are to be located in accordance with the plans. The flagging shall be approved by the representative before the installation is started. Should a discrepancy in the plans become apparent at this time, such discrepancy shall be pointed out to the representative. Work must not proceed until the representative approves any design changes made necessary by such discrepancy. Should such changes create extra cost to the Contractor, approval for extra compensation shall be obtained in writing from the representative before commencing work. Should such changes create a savings in cost to the contractor, a written reduction in the contact price shall be approved by the representative in writing before commencing work.
- B. The Contractor is cautioned to provide adequate protection to those using the site. Provide barricades as necessary.
- C. All material shall be installed in strict accordance to the manufacturer's installation specifications that shall be considered a supplement to these specifications.
- D. Piping layout indicated is diagrammatic only. Route piping to avoid plants and structures. Provide full and complete coverage.
- E. Review layout requirements with other effected work. Coordinate locations of sleeves (under paving) to accommodate system.

3.2 EXCAVATION, BACKFILL, AND PROTECTION OF PLANT MATERIALS

- A. All excavation in this contact shall be unclassified and is to include earth, loose rock, rock, or any combination thereof, in wet or dry state.
- B. All trenches shall be backfilled with the material removed, except that no rock or debris that can damage the pipe shall be used as backfill. In this case, the special backfill specifications shall take precedence over this general specification.
- C. All trench backfill shall be water settled and compacted in order to prevent after settling. Use only the minimum amount of water necessary to settle ditches. Flooding of ditches without compaction will not be permitted.
- D. All trenches and adjoining areas shall be hand raked to finish grade. Remove rocks, excess dirt, and debris from the site.

3.3 PIPE INSTALLATION

- A. Note: All pipe is to be inspected prior to the installation. Pay particular attention to mechanical damage resulting from shipment and storage and to defects that occur during extrusion. Such defective pipe shall be removed from the site at the end of each workday.
- B. Main Line Piping: Pipe shall be installed in a 4" wide (minimum) trench with a minimum of 18" of cover.
- C. Lateral Piping: All PVC lateral line piping shall be solvent weld type. Install in 4" wide (minimum) trench deep enough to allow for installation of sprinkler heads and valves, but in no case with less than 12" of cover for rotary and/or spray zone laterals.
- D. PVC Pipe Installation
 - 1. All lumber, rubbish, and large rocks (over 2" diameter) shall be removed from the trenches. Pipe shall have a firm uniformed bearing for the entire length of each pipeline to prevent uneven settlement. Wedging or blocking of pipe will not be permitted. Pad the trenches with sand if the trench is rocky.
 - 2. Never lay PVC pipe when there is water in the trench. Never lay PVC pipe when the temperature is 32 degrees F or below. Pipe shall be snaked from side to side of trench bottom to allow for expansion and contraction.

3. All foreign matter or dirt shall be removed from inside of the pipe before welding and piping and shall be kept clean by approved means during and after laying of pipe. Maximum 2 pipes per trench, with 1" horizontal clearance between pipes.
 4. Backfilling of trenches: Because of the expansion and contraction of PVC pipe, backfilling shall be done in the cool part of the day. If this is not possible or practical, water settling of trenches is necessary before and during backfill. Selected fill dirt or sand shall be used if soil condition is rocky or contains large clods.
 5. After pipe installation is completed, flush system completely to remove any and all debris from piping prior to installation of adapters and sprinkler heads.
 6. Replace and/or repair plant material, structures, and installations by others, damaged by work of this section.
- E. PVC Pipe and Fitting Assembly: Contractor shall use only the solvent supplied and recommended by the manufacturer of the PVC pipe to be installed on this project site to make any solvent welded joints. The pipe and fittings shall be thoroughly cleaned of dirt, dust and moisture before applying solvent. PVC pipe and fittings shall be cleaned with PVC primer or sanded with plumber's cloth before solvent welding. The Contractor shall make solvent welds with a non-synthetic bristly brush in the following sequence:
1. Apply an even coat of solvent to the outside of the pipe. Then apply solvent to the inside of the pipe, making sure that coated area on the pipe is equal to the depth of the fitting socket.
 2. Insert pipe quickly into the fitting and turn the pipe approximately 1/4 turn to distribute the solvent and remove air bubbles. Check all tees and ells for correct position; then hold joint for approximately 15 seconds so that pipe does not push out from the fitting. Wipe off any excess solvent with a clean rag.
 3. Allow at least fifteen (15) minutes set-up time for each welded joint before moving.
 4. On PVC to metal connection, the Contractor shall work the metal connections first. A non-hardening pipe dope such as Permatex #2, or equal, shall be used on all threaded PVC to metal joints, and light wrench pressure is all that should be used. Teflon tape or a liquid Teflon paste can also be used on all threaded PVC to metal joints, and light wrench pressure is all that should be used.
 5. Where threaded PVC connections are required, use threaded PVC adapters into which the pipe may be welded. Teflon tape will be used on threads.
- 3.4 AUTOMATIC CONTROLLER
- A. Automatic controller shall be supplied in accordance with the materials list and shall be located as shown on the plan.
 - B. Contractor shall provide service into the controllers as part of this contract.
- 3.5 ELECTRIC VALVES
- A. Electric remote valves shall be supplied in accordance with the specifications and sized according to the plan.
 1. Valves shall be installed in a level position. Valves shall be installed deep enough so that there will be at least 10" of cover over the valve.
 2. Manufacturer's specifications and installation instructions for the valve supplied shall become a part of these specifications.
 3. A plastic valve box (with extension if necessary) shall be installed over the valve with the stem centered in the box to enable flow adjustment to be easily operated. A green plastic top shall be installed on the valve box flush with the final grade.
 4. All electric remote valves shall have a same size PVC ball valve located on the intake side and located within oversized valve box, as per plan.
 5. Place 6" of gravel under each valve before installing valve box.
- 3.6 HEAD INSTALLATION
- A. Important: Backfill shall be specially tamped under the head flange and around the head for a distance of one foot by a suitable means, after trench backfill has dried from water settling. The purpose is to eliminate loose heads in the ground that would move when run over with mowers thereby creating a possible source of damage.
 - B. Caution: Refer to Guarantee and Maintenance regarding importance of backfill.
 - C. All Sprinkler Heads

1. All sprinkler heads shall be located 6" from back of vehicular curb, 12" from face of buildings and checked for proper operation and proper alignment for direction of throw.
 2. After system is thoroughly flushed and ready for operation, each section of sprinklers must be adjusted to control pressure at heads. Use the following method, one section per time: remove last head on section and install a temporary riser above grade. Install tee with pressure gauge attached on tip and reinstall head with nipple onto tee. Correct operating pressure at last head of each section: 50-60 lbs. for rotary heads and 20-25 lbs. for spray heads.
- D. Rotary Heads: All rotary heads shall be installed using a full swing joint. The top of the head shall be no more than 1/4" above finished grade. Adjust partial circle arcs as required to complete coverage.
- E. Section Valve Wiring: Section valve wiring shall be supplied in accordance with the specifications. Valve wires shall be bundled with plastic electrical tape every 10 feet. Wiring shall be inspected during installation to avoid any wiring with faulty insulation. All wire splices shall be made with mechanical connectors, which are then waterproofed, and a 10" valve box is to be installed over all splices.
- 3.7 SPECIAL BACKFILL SPECIFICATIONS
- A. If rock is encountered, the Contractor will remove the rock to a depth 2" below the bottom of the pipe. A minimum of 2" of sand bedding will then be installed completely around the pipe.
- B. The next 4" of trench will then be backfilled with a select backfill (supplied by the Contractor) free from rocks and debris and watered settled. The remaining backfill will then be completed with the material remaining on site. No rocks larger than 2" in diameter will be allowed in this remaining backfill material.
- 3.8 FINAL CLEAN-UP
- A. Upon completion of the work and before acceptance and final payment will be made, the Contractor shall clean and remove from the site of the work, his surplus and discarded materials, temporary structures and discarded materials and debris of every kind. He shall leave the site of the work in a neat and orderly condition equal to that which originally existed. Surplus and waste materials removed from the site of the work shall be disposed at locations satisfactory to the representative.
- 3.9 TESTS
- A. Prior to backfill, test system for leakage at furthest point of system to maintain design performance pressure for one hour. System is acceptable if no leakage or loss of pressure occurs during test period.
- 3.10 SYSTEM DEMONSTRATION
- A. Instruct owner's personnel in operation and maintenance of system, including adjusting of sprinkler heads. Use operation and maintenance material as basis for demonstration.

END OF SECTION

SECTION 32 91 15

SOIL PREPARATION

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes planting soils specified according to performance requirements of the mixes.

1.2 DEFINITIONS

- A. CEC: Cation exchange capacity.
- B. Duff Layer: A surface layer of soil, typical of forested areas, that is composed of mostly decayed leaves, twigs, and detritus.
- C. Imported Soil: Soil that is transported to Project site for use.
- D. Manufactured Soil: Soil produced by blending soils, sand, stabilized organic soil amendments, and other materials to produce planting soil.
- E. Organic Matter: The total of organic materials in soil exclusive of undecayed plant and animal tissues, their partial decomposition products, and the soil biomass; also called "humus" or "soil organic matter."
- F. Planting Soil: Existing, on-site soil; imported soil; or manufactured soil that has been modified as specified with soil amendments and perhaps fertilizers to produce a soil mixture best for plant growth.
- G. RCRA Metals: Hazardous metals identified by the EPA under the Resource Conservation and Recovery Act.
- H. SSSA: Soil Science Society of America.
- I. Subgrade: Surface or elevation of subsoil remaining after excavation is complete, or the top surface of a fill or backfill before planting soil is placed.
- J. Subsoil: Soil beneath the level of subgrade; soil beneath the topsoil layers of a naturally occurring soil profile, typified by less than 1 percent organic matter and few soil organisms.
- K. Surface Soil: Soil that is present at the top layer of the existing soil profile. In undisturbed areas, surface soil is typically called "topsoil"; but in disturbed areas such as urban environments, the surface soil can be subsoil.
- L. USCC: U.S. Composting Council.

1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. Samples: For each bulk-supplied material in sealed containers labeled with content, source, and date obtained; providing an accurate representation of composition, color, and texture.

1.4 INFORMATIONAL SUBMITTALS

- A. Field quality-control reports.

1.5 QUALITY ASSURANCE

- A. Testing Agency Qualifications: An independent, state-operated, or university-operated laboratory; experienced in soil science, soil testing, and plant nutrition; with the experience and capability to conduct the testing indicated; and that specializes in types of tests to be performed.

PART 2 - PRODUCTS

2.1 PLANTING SOILS MIXES

- A. Planting soils shall be blended and prepared with components (base soil and amendments) in the ratios summarized below. Specific blending details are provided following the summary table.

Planting Soil Mix	Base Material	Second/Third Component	Ratio by Volume (base mtl to 2 nd / 3 rd component)
A1/S1: Plant Bed Topsoil	Sandy Loam or Salvaged Sandy Loam	Compost	4 to 1
A2/S2: Plant Bed Sub Soil	Clay Loam or Salvaged Clay Loam	Compost	6 to 1
EX1: Existing Soil Amend in Place	1 inch of compost over surface of existing soil	Cover Crop	

- B. A1/S1 (Plant Bed Topsoil) shall consist of imported or salvaged sandy loam blended with compost in a ratio of 4 parts soil to 1 part compost, by volume. The blended soil/compost shall be a uniform, homogenized mixture of the soil components with a gradation conforming to the approved sandy loam soil. Chemical Properties shall meet the following:

Item	Units	Range
Total Organic Matter	Percent	>3.5%
Total Nitrogen	mg kg ⁻¹	>750
Ammonium-nitrogen	mg kg ⁻¹	>20
Nitrate-nitrogen	mg kg ⁻¹	>5
Available Phosphorus	mg kg ⁻¹	>30
pH	Std Units	7.0 - 8.2
Cation Exchange Capacity (CEC)	meq/ 100 gm soil	>17
Soluble Salts/ Electrical Conductivity (EC)	dS.m ⁻¹	<1
Potassium	mg kg ⁻¹	>90
Calcium	mg kg ⁻¹	>800
Magnesium	mg kg ⁻¹	>200
Sodium	mg kg ⁻¹	<100
Sulphate-S	mg kg ⁻¹	>20
Lead	mg kg ⁻¹	<50
Manganese	mg kg ⁻¹	<200
Exchangeable aluminum	mg kg ⁻¹	<180
zinc	mg kg ⁻¹	<50
boron	mg kg ⁻¹	<3

- C. A2/S2 (Plant Bed Subsoil): The Plant Bed Subsoil shall consist of imported or salvaged clay loam blended with compost in a ratio of 6 parts Salvaged Clay Loam to 1 part compost. The Planting Subsoil shall be blended to a homogenous, uniform mixture free from rocks and sticks greater than 2 inches in any dimension, and free from deleterious debris. Chemical Properties shall meet the following:

Item	Units	Range
Total Organic Matter	Percent	>1.0%
Total Nitrogen	mg kg-1	>500
Ammonium-nitrogen	mg kg-1	>10
Nitrate-nitrogen	mg kg-1	>5
Available Phosphorus	mg kg-1	>10
pH	Std Units	7.0 - 8.2
Cation Exchange Capacity (CEC	meq/ 100 gm soil	>5
Soluble Salts/ Electrical Conductivity (EC)	dS.m-1	<1
Potassium	mg kg-1	>60
Calcium	mg kg-1	>400
Magnesium	mg kg-1	>100
Sodium	mg kg-1	<40
Sulphate-S	mg kg-1	>20
Lead	mg kg-1	<30
Manganese	mg kg-1	<50
Exchangeable aluminum	mg kg-1	<100

2.2 FERTILIZERS

- A. Superphosphate: Commercial, phosphate mixture, soluble.
- B. Commercial Fertilizer: Commercial-grade complete fertilizer of neutral character, consisting of fast- and slow-release nitrogen, 50 percent derived from natural organic sources of urea formaldehyde, phosphorous, and potassium.
- C. Slow-Release Fertilizer: Granular or pelleted fertilizer consisting of 50 percent water-insoluble nitrogen, phosphorus, and potassium.

PART 3 - EXECUTION

3.1 GENERAL

- A. Place planting soil and fertilizers according to requirements in other Specification Sections.

- B. Verify that no foreign or deleterious material or liquid such as paint, paint washout, concrete slurry, concrete layers or chunks, cement, plaster, oils, gasoline, diesel fuel, paint thinner, turpentine, tar, roofing compound, or acid has been deposited in planting soil.

3.2 PREPARATION OF UNAMENDED, ON-SITE SOIL BEFORE AMENDING

- A. Excavation: Excavate soil from designated area(s) to a depth of 6 inches and stockpile until amended.
- B. Unacceptable Materials: Clean soil of concrete slurry, concrete layers or chunks, cement, plaster, building debris, oils, gasoline, diesel fuel, paint thinner, turpentine, tar, roofing compound, acid, and other extraneous materials that are harmful to plant growth.
- C. Unsuitable Materials: Clean soil to contain a combined maximum of 8 percent by dry weight of stones, roots, plants, sod, clay lumps, and pockets of coarse sand.
- D. Screening: Pass unamended soil through a 2-inch sieve to remove large materials.

3.3 BLENDING PLANTING SOIL IN PLACE

- A. General: Apply and mix unamended soil with amendments on-site to produce required planting soil. Do not apply materials or till if existing soil or subgrade is frozen, muddy, or excessively wet.
- B. Subgrade Preparation: Till subgrade to a minimum depth of 12 inches. Remove stones larger than 2 inches in any dimension and sticks, roots, rubbish, and other extraneous matter and legally dispose of them off Owner's property.
- C. Mixing: Spread unamended soil to total depth of 4 inches but not less than required to meet finish grades after mixing with amendments and natural settlement. Do not spread if soil or subgrade is frozen, muddy, or excessively wet.
 - 1. Amendments: Apply soil amendments, and fertilizer, if required, evenly on surface, and thoroughly blend them with unamended soil to produce planting soil.
 - a. Mix fertilizer with planting soil no more than seven days before planting.
 - 2. Lifts: Apply and mix unamended soil and amendments in lifts not exceeding 8 inches in loose depth for material compacted by compaction equipment, and not more than 4 inches in loose depth for material compacted by hand-operated tampers.
- D. Compaction: Compact each blended lift of planting soil to 75 to 82 percent of maximum Standard Proctor density according to ASTM D 698, except where a different compaction value is indicated on Drawings.
- E. Finish Grading: Grade planting soil to a smooth, uniform surface plane with loose, uniformly fine texture. Roll and rake, remove ridges, and fill depressions to meet finish grades.

3.4 APPLYING COMPOST TO SURFACE OF PLANTING SOIL

- A. Application: Apply 4 inches of compost to surface of in-place planting soil. Do not apply materials or till if existing soil or subgrade is frozen, muddy, or excessively wet.
- B. Finish Grading: Grade surface to a smooth, uniform surface plane with loose, uniformly fine texture. Roll and rake, remove ridges, and fill depressions to meet finish grades.

3.5 PROTECTION AND CLEANING

- A. Protect areas of in-place soil from additional compaction, disturbance, and contamination. Prohibit the following practices within these areas except as required to perform planting operations:
 - 1. Storage of construction materials, debris, or excavated material.
 - 2. Parking vehicles or equipment.
 - 3. Vehicle traffic.
 - 4. Foot traffic.
 - 5. Erection of sheds or structures.
 - 6. Impoundment of water.
 - 7. Excavation or other digging unless otherwise indicated.
- B. Remove surplus soil and waste material including excess subsoil, unsuitable materials, trash, and debris and legally dispose of them off Owner's property unless otherwise indicated.
 - 1. Dispose of excess subsoil and unsuitable materials on-site where directed by Owner.

END OF SECTION

SECTION 32 92 00

TURF AND GRASSES

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Seeding.
2. Sodding.

1.2 DEFINITIONS

- A. Pesticide: A substance or mixture intended for preventing, destroying, repelling, or mitigating a pest. This includes insecticides, miticides, herbicides, fungicides, rodenticides, and molluscicides. It also includes substances or mixtures intended for use as a plant regulator, defoliant, or desiccant.
- B. Planting Soil: Existing, on-site soil; imported soil; or manufactured soil that has been modified with soil amendments and perhaps fertilizers to produce a soil mixture best for plant growth. See Section 32 91 15 "Soil Preparation" and drawing designations for planting soils.

1.3 INFORMATIONAL SUBMITTALS

- A. Certification of grass seed.
1. Certification of each seed mixture for turfgrass sod.
- B. Product certificates.

1.4 QUALITY ASSURANCE

- A. Installer Qualifications: A qualified landscape Installer whose work has resulted in successful turf establishment.
1. Installer's Field Supervision: Require Installer to maintain an experienced full-time supervisor on Project site when work is in progress.
 2. Personnel Certifications: Installer's field supervisor shall have certification in one of the following categories from the Professional Landcare Network:
 - a. Landscape Industry Certified Technician - Exterior.
 - b. Landscape Industry Certified Lawncare Manager.
 - c. Landscape Industry Certified Lawncare Technician.
 3. Pesticide Applicator: State licensed, commercial.

1.5 DELIVERY, STORAGE, AND HANDLING

- A. Seed and Other Packaged Materials: Deliver packaged materials in original, unopened containers showing weight, certified analysis, name and address of manufacturer, and indication of compliance with state and Federal laws, as applicable.
- B. Sod: Harvest, deliver, store, and handle sod according to requirements in "Specifications for Turfgrass Sod Materials" and "Specifications for Turfgrass Sod Transplanting and Installation" sections in TPI's "Guideline Specifications to Turfgrass Sodding." Deliver sod within 24 hours of harvesting and in time for planting promptly. Protect sod from breakage and drying.

PART 2 - PRODUCTS

2.1 SEED

- A. Grass Seed: Fresh, clean, dry, new-crop seed complying with AOSA's "Rules for Testing Seeds" for purity and germination tolerances.
- B. Seed Species:
 - 1. Quality: State-certified seed of grass species as listed below for solar exposure.
 - 2. Quality: Seed of grass species as listed below for solar exposure, with not less than 85 percent germination, not less than 95 percent pure seed, and not more than 0.5 percent weed seed:
 - 3. Full Sun: Bermuda grass.

2.2 TURFGRASS SOD

- A. Turfgrass Sod: Furnish viable sod of uniform density, color, and texture that is strongly rooted and capable of vigorous growth and development when planted.
- B. Turfgrass Species: Sod of grass species as follows:
 - 1. Full Sun: Bermuda grass TIF 419.

2.3 FERTILIZERS

- A. Commercial Fertilizer: Commercial-grade complete fertilizer of neutral character, consisting of fast- and slow-release nitrogen, 50 percent derived from natural organic sources of urea formaldehyde, phosphorous, and potassium in the following composition:
 - 1. Composition: 1 lb/1000 sq. ft. of actual nitrogen, 4 percent phosphorous, and 2 percent potassium, by weight.
- B. Slow-Release Fertilizer: Granular or pelleted fertilizer consisting of 50 percent water-insoluble nitrogen, phosphorus, and potassium in the following composition:
 - 1. Composition: 20 percent nitrogen, 10 percent phosphorous, and 10 percent potassium, by weight.

2.4 MULCHES

- A. Straw Mulch: Provide air-dry, clean, mildew- and seed-free, salt hay or threshed straw of wheat, rye, oats, or barley.

- B. Sphagnum Peat Mulch: Partially decomposed sphagnum peat moss finely divided or of granular texture, and with a pH range of 3.4 to 4.8.
- C. Muck Peat Mulch: Partially decomposed moss peat, native peat, or reed-sedge peat finely divided or of granular texture, with a pH range of 6 to 7.5, and having a water-absorbing capacity of 1100 to 2000 percent, and containing no sand.
- D. Compost Mulch: Well-composted, stable, and weed-free organic matter, pH range of 5.5 to 8; moisture content 35 to 55 percent by weight; 100 percent passing through 1-inch sieve; soluble salt content of 2 to 5 decisiemens/m; not exceeding 0.5 percent inert contaminants and free of substances toxic to plantings; and as follows:

2.5 PESTICIDES

- A. General: Pesticide, registered and approved by the EPA, acceptable to authorities having jurisdiction, and of type recommended by manufacturer for each specific problem and as required for Project conditions and application. Do not use restricted pesticides unless authorized in writing by authorities having jurisdiction.

PART 3 - EXECUTION

3.1 TURF AREA PREPARATION

- A. General: Prepare planting area for soil placement and mix planting soil according to Section 32 91 15 "Soil Preparation."
- B. Reduce elevation of planting soil to allow for soil thickness of sod.
- C. Moisten prepared area before planting if soil is dry. Water thoroughly and allow surface to dry before planting. Do not create muddy soil.
- D. Before planting, obtain Landscape Architect/Engineer's acceptance of finish grading; restore planting areas if eroded or otherwise disturbed after finish grading.

3.2 SEEDING

- A. Sow seed with spreader or seeding machine. Do not broadcast or drop seed when wind velocity exceeds 5 mph (8 km/h).
 - 1. Evenly distribute seed by sowing equal quantities in two directions at right angles to each other.
 - 2. Do not use wet seed or seed that is moldy or otherwise damaged.
 - 3. Do not seed against existing trees. Limit extent of seed to outside edge of planting saucer.
- B. Sow seed at a total rate of 3 to 4 lb/1000 sq. ft.
- C. Rake seed lightly into top 1/8 inch of soil, roll lightly, and water with fine spray.
- D. Protect seeded areas with slopes not exceeding 1:6 by spreading straw mulch. Spread uniformly at a minimum rate of 2 tons/acre to form a continuous blanket 1-1/2 inches in loose thickness over seeded areas.
 - 1. Anchor straw mulch by crimping into soil with suitable mechanical equipment.

- E. Protect seeded areas from hot, dry weather or drying winds by applying compost mulch or planting soil within 24 hours after completing seeding operations. Soak areas, scatter mulch uniformly to a thickness of 3/16 inch, and roll surface smooth.

3.3 SODDING

- A. Lay sod within 24 hours of harvesting. Do not lay sod if dormant or if ground is frozen or muddy.
- B. Lay sod to form a solid mass with tightly fitted joints. Butt ends and sides of sod; do not stretch or overlap. Stagger sod strips or pads to offset joints in adjacent courses. Avoid damage to soil or sod during installation. Tamp and roll lightly to ensure contact with soil, eliminate air pockets, and form a smooth surface. Work sifted soil or fine sand into minor cracks between pieces of sod; remove excess to avoid smothering sod and adjacent grass.
 - 1. Lay sod across slopes exceeding 1:3.
 - 2. Anchor sod on slopes exceeding 1:6 with wood pegs or steel staples spaced as recommended by sod manufacturer but not less than two anchors per sod strip to prevent slippage.
- C. Saturate sod with fine water spray within two hours of planting. During first week after planting, water daily or more frequently as necessary to maintain moist soil to a minimum depth of 1-1/2 inches (38 mm) below sod.

3.4 TURF MAINTENANCE

- A. General: Maintain and establish turf by watering, fertilizing, weeding, mowing, trimming, replanting, and performing other operations as required to establish healthy, viable turf. Roll, regrade, and replant bare or eroded areas and re-mulch to produce a uniformly smooth turf. Provide materials and installation the same as those used in the original installation.
- B. Mow turf as soon as top growth is tall enough to cut. Repeat mowing to maintain specified height without cutting more than one-third of grass height. Remove no more than one-third of grass-leaf growth in initial or subsequent mowings.

3.5 SATISFACTORY TURF

- A. Turf installations shall meet the following criteria as determined by Landscape Architect/Engineer:
 - 1. Satisfactory Seeded Turf: At end of maintenance period, a healthy, uniform, close stand of grass has been established, free of weeds and surface irregularities, with coverage exceeding 90 percent over any 10 sq. ft. and bare spots not exceeding 5 by 5 inches.
 - 2. Satisfactory Sodded Turf: At end of maintenance period, a healthy, well-rooted, even-colored, viable turf has been established, free of weeds, open joints, bare areas, and surface irregularities.
- B. Use specified materials to reestablish turf that does not comply with requirements and continue maintenance until turf is satisfactory.

END OF SECTION

SECTION 33 41 00

STORM SEWER LINE INSTALLATION

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Work included in this Section, while not all inclusive but listed as a guide, shall include:
 - 1. Furnishings of all labor, tools, equipment and incidentals to complete work.
 - 2. Layout of the work.
 - 3. Installation of atrium drains, culverts, and appurtenances including head walls.
 - 4. Trench safety.
 - 5. Testing.
 - 6. Clean up.

1.2 RELATED SECTIONS

- A. Coordinate the work in this Section with the Work of other Sections as required to properly execute the Work and as necessary to maintain satisfactory progress of the Work of other Sections. Other Sections containing related work include but are not limited to the following:
 - 1. Excavation and Backfill for Conduits - Section 31 2334

1.3 REFERENCES

Meet requirements and recommendations of applicable portions of the Standard listed.

- A. ASTM C76 - Reinforced Concrete Storm Drain and Sewer Pipe.
- B. ASTM D1784 - Rigid Polyvinyl (PVC) Compounds and Chlorinated Polyvinyl (CPVC) Compounds.
- C. ASTM D1785 - Plastic Pipe, Schedules 40, 80 and 120.
- D. Texas Department of Transportation Standard Specifications for Construction of Highways, Streets and Bridges, 2004 TxDOT.

1.4 SUBMITTALS

- A. General: Submit the following in accordance with Conditions of Contract and Section 1330.
- B. Pipe Certifications: Manufacturers certification that pipe or precast units meets the requirement of these specifications.

1.5 PROJECT CONDITIONS

- A. Verify that storm sewerage system piping may be installed in compliance with original design and referenced standards.
- B. Locate existing storm sewerage piping and structures that are to be abandoned and closed.

PART 2 - PRODUCTS

2.1 PIPE AND FITTINGS

- A. General. Provide pipe and pipe fitting materials compatible with each other and as indicate on the drawings. Where more than one type of materials or product is indicated, selection is installers option.
- B. PVC Sewer Pipe and Fittings for sizes 4 thru 15 inches in diameter are SDR26: ASTM D 3034, SDR 35, for solvent cement or elastomeric gasket joints.
 - 1. Solvent Cement: ASTM D 2564.
 - 2. Gasket: ASTM 477, elastomeric seal.
- C. PVC Sewer Pipe and Fittings for sizes greater than 15 inches in diameter: ASTM F 679, T-1A or T-1B wall thickness, bell and spigot, for elastomeric gasket joints.
- D. Reinforced Concrete Sewer Pipe and Fittings: ASTM C 76 of the class shown on the plans.

2.2 MANHOLES

- A. Precast Concrete Manholes: ASTM C 478, precast reinforced concrete, of depth indicated with provision for rubber gasket joints.
 - 1. Base Section: 6-inch minimum thickness for floor slab and 4-inch minimum thickness for walls and base riser section, and having a separate base slab or base section with integral floor.
 - 2. Riser Sections: 4-inch minimum thickness, 48-inch diameter, and lengths to provide depth indicated.
 - 3. Top Section: Eccentric cone type, unless concentric cone or flat-slab-top type is indicated. Top of cone to match grade rings.
 - 4. Grade Rings: Provide 2 or 3 reinforced concrete rings, of 6 to 9 inches total thickness and match 24-inch diameter frame and cover.
 - 5. Gaskets: ASTM C 443, rubber.
 - 6. Steps: Cast into base, riser, and top sections sidewall at 12 to 16 inch intervals.
 - 7. Pipe Connectors: ASTM C 923, resilient, of size required, for each pipe connecting to base section.
 - 8. Channel and Bench: Concrete.
- B. Cast-in-Place Manholes: Reinforced concrete of dimensions and with appurtenances indicated.
 - 1. Bottom, Walls and Top: Reinforced concrete.
 - 2. Channel and Bench: Concrete.
 - 3. Steps: Cast into sidewall at 12 to 16-inch intervals.
- C. Manholes Steps: Wide enough for an adult to place both feet on one step and designed to prevent lateral slippage off the step. Material shall be steel-reinforced plastic.
- D. Manhole Frames and Covers: ASTM A 536, Grade 60-40-18, heavy duty, ductile iron, 24-inch inside diameter by 7 to 9-inch riser with 4-inch minimum width flange, and 26-inch diameter cover, indented top design, with lettering STORM SEWER cast into cover.

2.3 CATCH BASINS

- A. Precast Concrete Catch Basins: ASTM C 478 or ASTM C 858, precast reinforced concrete, of depth indicated. Sections shall have provisions for rubber gasket joints. Base section slab shall have minimum thickness of 6 inches, riser sections shall have minimum thickness of 4 inches and be 48 inches inside diameter, and top section and grade rings shall match 24-inch frame and grate, unless otherwise indicated.

1. Base Section: Base riser section and separate and base slab, or base riser section with integral floor.
 2. Riser Sections: Sections shall be of lengths to provide depth indicated.
 3. Top Section: Flat slab type with opening to match grade rings.
 4. Grade Rings: Provide 2 or 3 reinforced concrete rings, of 6 to 9 inches total thickness.
 5. Gaskets: ASTM C 443, rubber.
 6. Step: Cast into riser sidewall at 12 to 16-inc intervals.
 7. Pipe connectors: ASTM C923, resilient, of size required, for each pipe connecting to base section.
 8. Channel and Bench: Concrete.
- B. Cast-in-Place Catch Basins: Reinforced concrete of dimensions and with appurtenances indicated.
1. Bottom, Walls and Top: Reinforced concrete.
 2. Channel and Bench: Concrete.
- C. Curb Inlets: Precast concrete, brick or other materials, of dimensions conforming to the plans.

2.4 JOINTING MATERIALS

Unless otherwise specified on the plans the Contractor shall have the option of making the joints using any of the materials described herein. For all jointing materials except mortar, the Contractor shall furnish by the Manufacturers Certificate of Compliance.

- A. Mortar: Mortar shall consist of one (1) part cement, two (2) parts sand and sufficient water to make a plastic mix.
- B. Cold Applied, Plastic Asphalt Sewer Joint Compound. This material shall consist of natural and/or processed asphalt base, suitable volatile solvents and inert filler. The consistency is to be such that the ends of the pipe can be coated with a layer of the compound up to one-half inch thick by means of a trowel. The joint compound shall cure to a firm, stiff plastic condition after application. The material shall be of a uniform mixture and any small separation occurring in the container shall be stirred to a uniform mix before use.

This material shall meet the following requirements when tested in accordance with Test Method Tex-5267-C:

Asphalt Base, 100% - % Volatiles –	
% Ash, % by weight.....	28-45
Volatiles, 212 F Evaporation, 24 h,	
% by weight.....	10-26
Mineral Matter, determined as Ash,	
% by weight.....	30-55
Consistency, Cone Penetration,	
150 q, 5 sec, 77F.....	150-275

- C. Rubber Gaskets: These gaskets shall conform to ASTM C361 or C443. The design of the joints and permissible variations in dimensions shall be in accordance with ASTM C443. The Contractor shall furnish by the Manufacturer's Certificate of Analysis.
- D. Cold Applied Preformed Plastic Gaskets. Preformed plastic gaskets shall be suitable for sealing joints of tongue and groove concrete pipe. The gasket sealing the joint shall be produced from blends of refined hydrocarbon resins and plasticizing compounds reinforced with inert mineral filler and shall contain no solvents, irritating fumes or obnoxious odors. The gasket joint sealer shall not depend on oxidizing, evaporating, or chemical action for its adhesive or cohesive strength, and shall be supplied in extruded rope-form of suitable cross section. The size of the plastic gasket joint sealer shall be in accordance with the manufacturer's recommendations and be of sufficient size to properly seal the joint. The plastic gasket joint sealer shall be so constructed as to provide evidence of proper installation either by means of "squeeze-out" of the gasket material on the inside or outside around the complete pipe joint circumference

or by means of tabs, projections or other such indicators placed at established intervals around the circumference of the pipe joint. Plastic gasket joint sealers shall be Type 1 or Type 2. Type 1 gaskets shall meet the "squeeze-out" requirements and Type 2 gaskets shall meet the requirements for tabs, projections or other indicators. The gasket joint sealer shall be protected by a suitable wrapper designed that when removed, the jointing material maintains integrity.

The chemical composition of the gasket joint sealing compound for Type 1 and 2, as shipped, shall meet the following requirements:

<u>COMPOSITION TEST</u>	<u>METHOD</u>	<u>ANALYSIS</u>
Bitumen, Petroleum Plastic Content % by weight	ASTM D4	50-70
Ash-Inert Mineral Matter % by weight	Tex-526-C	30-50
Volatile Matter, 325 F, % by weight	Tex-506-C	2.0 max.

The gasket joint sealing compound when immersed for 30 days at ambient room temperature separately in five (5) percent solution of caustic potash; a five (5) percent solution of caustic potash; a five (5) percent solution of hydrochloric acid; a five (5) percent solution of sulfuric acid; and a saturated H-S solution, shall show no visible deterioration.

The physical properties of the gasket joint sealing compound as shipped shall meet the following requirements:

<u>PROPERTY REQUIREMENT</u>	<u>TEST METHOD</u>	<u>TYPE 1</u>	<u>TYPE 2</u>
Ductility @ 77 F (cm), min.	Tex-503-C	5.0	5.0
Softening Point F	Tex-503-C	275	275
<u>Penetration:</u>			
32 F (300g) 60 sec., min.	Tex-502-C	--	65
77 F (150g) 5 sec.	Tex-502-C	50-120	50-120
115 F (150g) 5 sec., max.	Tex-502-C	--	150

- E. Construction Methods: The location of private driveway and side road pipe shall be constructed at locations shown on the plans. Reinforced concrete pipe culverts and sewers shall be constructed in accordance with the plans and requirements of this Item.
- F. Excavation. All excavation shall be in accordance with the requirements of Section 02316, Excavation and Backfill for Conduits, except where tunneling or jacking methods are shown on the plans.

2.5 OUTFALLS

- A. General: Construct of cast-in-place reinforced concrete pipe, head wall, apron, tapered sides, and with rip rap, as indicated.

2.6 CONCRETE AND REINFORCEMENT

- A. Concrete: Portland cement mix, 3,000 psi., ASTM C94, Ready-Mixed concrete.
 1. Cement: ASTM C 150, Type II.
 2. Fine Aggregate: ASTM C 33, sand.
 3. Coarse Aggregate: ASTM C 33, crushed gravel.
 4. Water: potable

- B. Reinforcement : Steel conforming to the following:
 - 1. Fabric: ASTM A 185, welded wire fabric, plain.
 - 2. Reinforcement Bars: ASTM A 615, Grade 60, deformed.

PART 3 - EXECUTION

3.1 PREPARATION OF FOUNDATION FOR BURIED STORM SEWERAGE SYSTEMS

- A. Grade trench bottom to provide a smooth, firm, stable and rock-free foundation, throughout the length of the pipe.
- B. Remove unstable, soft and unsuitable materials at the surface upon which pipes are to be laid and backfill with bedding material to indicated level.
- C. Provide embedment as shown on the plans.
- D. Shape bottom of trench to fit bottom of pipe. Fill unevenness with tamped bedding material. Dig bell holes at each pipe joint to relieve the bells of all loads and to ensure continuous bearing of the pipe barrel on the foundation.

3.2 GENERAL INSTALLATION

- A. General Locations and Arrangements: Drawings (plans and details) indicate the general location and arrangement of the underground storm sewerage system piping. Location and arrangement of piping layout take into account many design considerations, install the piping as indicated, to the extent practical.
- B. Install piping beginning at low point of systems, true to grades and alignment indicated with unbroken continuity of invert. Place bell ends of piping facing upstream. Install gaskets, seals, sleeves and couplings in accordance with manufacturers recommendations for use of lubricants, cements and other installation requirements. Maintain swab or drag in line and pull past each joint as it is completed.
- C. Use manholes or catch basins for changes in direction, except where a fitting is indicated. Use fittings for branch connections, except where direct tap into existing sewer is indicated.
- D. Use proper size increasers, reducers, and couplings, where different size or material of pipes and fittings are connected. Reduction of the size of piping in the direction of flow is prohibited.
- E. Extend storm sewerage system piping to connect to building storm drains, of sizes and in locations indicated.
- F. Tunneling: Install pipe under streets or other obstructions that cannot be disturbed by tunneling, jacking or a combination of both.

3.3 PIPE AND TUBE JOINT CONSTRUCTION AND INSTALLATION

- A. Join and install PVC pipe as follows:
 - 1. Solvent cement joint pipe and fittings, joining with solvent cement in accordance with ASTM D 2855 and ASTM F 402.
 - 2. Pipe and gasketed fittings, joining with elastomeric seals in accordance with ASTM D 3212.
 - 3. Installation in accordance with ASTM D 2321.
- B. Join concrete pipe and fittings with rubber gaskets in accordance with ASTM C 443 and install piping in accordance with applicable provisions of ACPA Concrete Pipe Installation Manual.

- C. Join different types of pipe with standard manufactured couplings and fittings intended for that purpose.

3.4 MANHOLES

- A. General: Install manholes complete with accessories as indicated. Form continuous concrete or split pipe section channel and benches between inlets and outlets. Set tops of frames and covers flush with finish surface where manholes occur in pavements. Elsewhere, set tops 3 inches above finish surface, unless otherwise indicated.
- B. Place precast concrete manhole sections as indicated and install in accordance with ASTM C 891.
- C. Construct cast-in-place manholes as indicated.
- D. Provide rubber joint gasket complying with ASTM C 443 at joint of sections.
- E. Apply bituminous mastic coating at joints of sections.

3.5 CATCH BASINS

- A. Construct catch basins to sizes and shapes indicated.
- B. Set frames and grates to elevations indicated.

3.6 OUTFALLS

- A. Construct outfalls of the type and material as indicated on the plans.

3.7 TAP CONNECTIONS

- A. Make connections to existing piping and underground structures so that finished work will conform as nearly as practicable to the requirement specified for new work.
- B. Use commercially manufactured wye fittings for piping branch connections. Remove section of existing pipe, install wye fitting into existing piping, and encase entire wye fitting plus 6-inch overlap, with not less than 6 inches of 3000-psi 28 day compressive strength concrete.
- C. Make branch connections from side into existing 24-inch or larger piping or to underground structures by cutting opening into existing unit sufficiently large to allow 3 inches of concrete to be packed around entering connection. Cut end of connection pipe passing through pipe or structure wall to conform to shape of and be flush with inside wall, unless otherwise indicated. On outside of pipe or structure wall, encase entering connection in 6 inches of concrete for minimum length of 12 inches to provide additional support of collar from connection to undisturbed ground.
 - 1. Provide concrete that will attain minimum 28-day compressive strength of 3000 psi, unless otherwise indicated.
 - 2. Use epoxy bonding compound as interface between new and existing concrete and piping materials.
- D. Protect existing piping and structures to prevent concrete or debris from entering while making tap connections. Remove debris, concrete, or other extraneous materials that may accumulate.

3.8 CLOSING ABANDONED STORM, SEWERAGE SYSTEM

- A. Abandoned Piping: Close open ends of abandoned underground piping that is indicated to remain in place. Provide sufficiently strong closures to withstand hydrostatic or earth pressure that may result after ends of abandoned utilities have been closed.
 - 1. Close open ends of concrete or masonry utilities with not less than 8-inch-thick brick masonry bulkheads.
 - 2. Close open ends of piping with threaded metal caps, plastic plugs, or other acceptable methods suitable for size and type of material being closed. Wood plugs are not acceptable.
- B. Abandoned Structures: Remove structure and close open ends of the remaining piping or remove top of structure down to not less than 3 feet below final grade; fill structure with stone, rubble, gravel or compacted dirt, to within 1 foot of top of structure remaining and fill with concrete.

3.9 FIELD QUALITY CONTROL

- A. Cleaning: Clear interior of piping and structures of dirt and other superfluous material as work progresses. Maintain swab or drag in piping and pull past each joint as it is completed.
 - 1. In large, accessible piping, brushes and brooms may be used for cleaning.
 - 2. Place plugs in ends of uncompleted pipe at end of day or whenever work stops.
 - 3. Flush piping between manholes, if required by local authority, to remove collected debris.
- B. Interior Inspection: Inspect piping to determine whether line displacement or other damage has occurred.
 - 1. Make inspections after pipe between manholes and manhole locations has been installed and approximately 2 feet of backfill is in place, and again at completion of project.
 - 2. If inspection indicates poor alignment, debris, displaced pipe, infiltration or other defects, correct such defects and inspect.

END OF SECTION

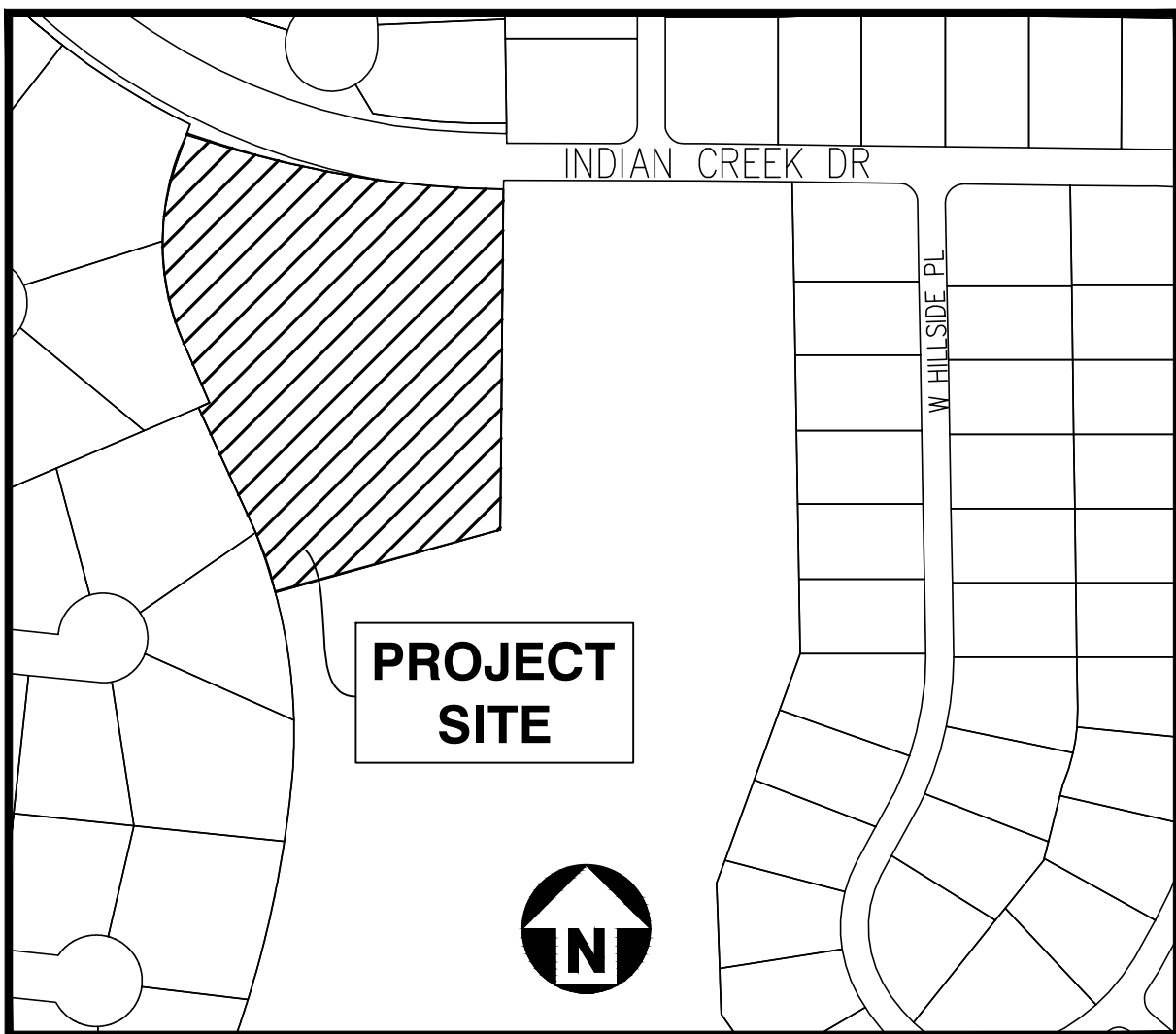
DEDICATED PICKLEBALL COURTS

699 INDIAN CREEK DRIVE
TOWN OF TROPHY CLUB
DENTON COUNTY, TEXAS 76262

CONSTRUCTION PLANS

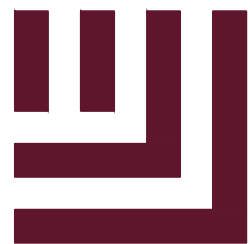
PROJECT NUMBER: TTC24001

DATE: NOVEMBER 2024



VICINITY MAP
N.T.S.

Sheet List Table	
C0.00	COVER SHEET
C0.01	GENERAL NOTES
C1.00	EXISTING CONDITION SURVEY
C1.01	DEMOLITION PLAN
C3.00	DRAINAGE AREA MAP
C6.00	EROSION CONTROL PLAN
C6.01	EROSION CONTROL DETAILS
L0.00	GENERAL NOTES
L1.00	TREE PRESERVATION PLAN
L1.01	TREE PRESERVATION NOTES
L2.00	SITE, PAVING, AND MATERIALS PLAN
L2.01	DIMENSIONAL CONTROL PLAN
L2.02	DIMENSIONAL CONTROL ENLARGEMENT PLANS
L3.00	GRADING PLAN
L4.00	HARDSCAPE DETAILS
L4.01	HARDSCAPE DETAILS
L4.02	FURNISHING SPECIFICATIONS
L5.00	LANDSCAPE PLAN
L6.00	LIGHTING PLAN
L6.01	LIGHTING DETAILS
L7.00	IRRIGATION PLAN
L7.01	IRRIGATION NOTES AND DETAILS
S0.01	SITE PLAN MARKUPS
S1.01	GENERAL NOTES AND PIERS
S2.01	110' X 130' PICKLEBALL COURT
S2.02	32' X 61'-6" BASKETBALL COURT
S2.03	FOUNDATION DETAILS
S2.04	SAWCUT PLAN
S3.01	GENERAL NOTES AND PIERS



McAdams

The John R. McAdams Company, Inc.
4400 State Highway 121, Suite 800
Lewisville, Texas 75056

phone 972. 436. 9712
fax 972. 436. 9715
TBPE: 19762 TBPLS: 10194440

www.mcadamsco.com

CONTACT

MEGAN HATCHER, RLA
MHATCHER@MCADAMSCO.COM
PHONE: 972. 436. 9712

CLIENT

TOWN OF TROPHY CLUB PARKS AND
RECREATION DEPARTMENT
1 TROPHY WOOD DRIVE
TROPHY CLUB, TX, 76262
682. 237. 2900
CHASE ELLIS



PROJECT DIRECTORY

OWNER
TOWN OF TROPHY CLUB
1 TROPHY WOOD DRIVE TOWN OF
TROPHY CLUB, TX, 76262
PHONE: 682. 237. 2900

STRUCTURAL ENGINEER
FALKOFSKE ENGINEERING, INC.
722 N. FIELDER ROAD
ARLINGTON, TX, 76012
PHONE: 817. 261. 8300

CIVIL ENGINEER
McAdams
4400 STATE HIGHWAY 121,
SUITE 800
LEWISVILLE, TX 75056
PHONE: 972. 436. 9712

GEOTECHNICAL ENGINEER
UES
5058 BRUSH CREEK RD
FORT WORTH, TX 76119
PHONE: 817.496.5600



Justin L. Lansdowne
11/14/24



REVISIONS

NO. DATE DESCRIPTION

CONSTRUCTION PLANS FOR:

DEDICATED PICKLEBALL COURTS
TOWN OF TROPHY CLUB, TEXAS, 76262
PROJECT NUMBER: TTC24001

Z:\Drawings\Projects\TTC\TTC24001\04-Production\Planning and Design\Construction Drawings\Current Drawings\TTC24001_GN1.dwg, 11/8/2024 10:38:35 AM, Chen King

GENERAL NOTES:

1. THE TERM MUNICIPALITY REFERS TO THE TOWN OF TROPHY CLUB.
2. ALL WORK SHALL CONFORM TO THE REQUIREMENTS OF THE MUNICIPALITY AND SHALL BE IN ACCORDANCE WITH THE MUNICIPAL STANDARD DETAILS AND SPECIFICATIONS FOR CONSTRUCTION. ALL WORK NOT COVERED IN THE CONTRACT DOCUMENTS AND MUNICIPAL STANDARD DETAILS AND SPECIFICATIONS FOR CONSTRUCTION SHALL BE GOVERNED BY THE NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENT STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION.
3. EXISTING UTILITY LOCATIONS SHOWN ARE GENERALLY SCHEMATIC IN NATURE AND MAY NOT ACCURATELY REFLECT THE SIZE AND LOCATION OF EACH PARTICULAR UTILITY. EXISTING UTILITIES SHOWN HAVE BEEN BASED ON AVAILABLE RECORD DRAWINGS AND SURFACE APPURTENANCE FIELD TIES ONLY. SOME UTILITY LINES AND SURFACE LOCATIONS MAY NOT BE SHOWN. THE CONTRACTOR SHALL ASSUME RESPONSIBILITY FOR ACTUAL FIELD LOCATIONS AND PROTECTION OF EXISTING UTILITIES WHETHER SHOWN OR NOT. THE CONTRACTOR SHALL ALSO ASSUME RESPONSIBILITY FOR REPAIRS TO EXISTING UTILITIES WHETHER SHOWN OR NOT, DAMAGED BY THE CONTRACTOR'S ACTIVITIES. DIFFERENCES IN HORIZONTAL OR VERTICAL LOCATIONS OF EXISTING UTILITIES SHALL NOT BE BASIS FOR ADDITIONAL COMPENSATIONS TO THE CONTRACTOR.
4. THE CONTRACTOR SHALL PROTECT EXISTING PROPERTY MONUMENTATION AND PRIMARY CONTROL. ANY SUCH POINTS WHICH THE CONTRACTOR BELIEVES WILL BE DESTROYED SHALL HAVE OFFSET POINTS ESTABLISHED BY THE CONTRACTOR PRIOR TO CONSTRUCTION. ANY MONUMENTATION DESTROYED BY THE CONTRACTOR SHALL BE REESTABLISHED AT CONTRACTORS EXPENSE BY A REGISTERED PROFESSIONAL LAND SURVEYOR.
5. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO: A.) PREVENT ANY DAMAGES TO PRIVATE PROPERTY AND PROPERTY OWNER'S POLES, FENCES, SHRUBS, ETC. B.) PROTECT ALL UNDERGROUND UTILITIES. C.) NOTIFY ALL UTILITY COMPANIES AT LEAST 48 HOURS PRIOR TO EXCAVATION IN ACCORDANCE WITH TEXAS LAW. D.) FIELD VERIFY HORIZONTAL AND VERTICAL LOCATION OF ALL UTILITIES IN THE VICINITY OF CONSTRUCTION ACTIVITIES PRIOR TO START OF CONSTRUCTION. THE CONTRACTOR SHALL NOTIFY ENGINEER OF ANY UNIDENTIFIED POTENTIAL CONFLICTS THAT MAY EXIST BETWEEN THE EXISTING UTILITIES AND CONSTRUCTION PLANS.
6. ANY DAMAGES THAT MAY OCCUR TO REAL PROPERTY OR EXISTING IMPROVEMENTS, INCLUDING EXISTING PRIVATE AND PUBLIC LANDSCAPE IRRIGATION SYSTEMS, SHALL BE RESTORED BY THE CONTRACTOR TO AT LEAST THE SAME CONDITION THAT THE REAL PROPERTY OR EXISTING IMPROVEMENT WERE IN PRIOR TO THE DAMAGES. THE CONTRACTOR WILL ALSO BE RESPONSIBLE FOR THE ADJUSTMENT OF SPRINKLER HEADS TO FINAL GRADE AND RELOCATION IF NECESSARY.
7. THE CONTRACTOR SHALL MAINTAIN DRAINAGE AT ALL TIMES DURING CONSTRUCTION. THE PONDING OF WATER IN STREETS, DRIVES, TRENCHES, ETC., WILL NOT BE ALLOWED. THE CONTRACTOR SHALL MAINTAIN EXISTING DRIVEWAYS ACCESS AT ALL TIME.
8. THE CONTRACTOR SHALL MAINTAIN EXISTING SANITARY SEWER AND WATER SERVICES AT ALL TIMES DURING CONSTRUCTION.
9. AREAS OF THE SITE THAT WILL UNDERLIE FILL SHALL BE SCARIFIED TO A DEPTH OF 8 INCHES, FILL SHALL BE PLACED IN LOOSE LIFTS NOT EXCEEDING 8 INCHES IN UNCOMPACTED THICKNESS. ALL FILL MATERIAL SHALL BE COMPACTED TO 95% STANDARD PROCTOR DENSITY WITH A MOISTURE CONTENT FROM -3% TO +1% OF OPTIMUM OR PER GEOTECH RECOMMENDATION. FIELD DENSITY TESTS PER MUNICIPAL REQUIREMENTS.
- 10.THE CONTRACTOR SHALL ABIDE BY ALL APPLICABLE FEDERAL, STATE, AND LOCAL LAWS GOVERNING EXCAVATION. THE CONTRACTOR SHALL PROVIDE DETAILED PLANS AND SPECIFICATION FOR TRENCH SAFETY SYSTEMS THAT COMPLY WITH APPLICABLE LAWS GOVERNING EXCAVATION. THESE PLANS SHALL BE SEALED BY AN ENGINEER EXPERIENCED IN THE DESIGN OF TRENCH SAFETY SYSTEM, REGISTERED IN THE STATE OF TEXAS. THE CONTRACTOR SHALL SUBMIT COMPLETED TRENCH SAFETY PLANS TO THE MUNICIPALITY PRIOR TO COMMENCING WORK. THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR ALL ASPECTS OF WORK RELATED TO EXCAVATION. ALL EXCAVATIONS, TRENCHING AND SHORING OPERATIONS SHALL COMPLY WITH THE REQUIREMENTS OF THE U.S. DEPARTMENT OF LABOR, OSHA, "CONSTRUCTION SAFETY AND HEALTH REGULATIONS".
- 11.WORK MAY NOT BE BACKFILLED OR COVERED UNTIL IT HAS BEEN INSPECTED BY THE MUNICIPALITY.
- 12.ALL EXCAVATION ON THE PROJECT IS UNCLASSIFIED.
- 13.ALL CURB AND GUTTER SHALL BE INTEGRAL WITH THE CONCRETE PAVEMENT.
- 14.CONTRACTOR SHALL COORDINATE THE PROTECTION OF EXISTING FRANCHISE UTILITIES AND APPURTENANCES INCLUDING EXISTING UTILITY POLES IN THE VICINITY OF CONSTRUCTION OPERATIONS WHETHER UTILITIES ARE SHOWN ON PLANS OR NOT. ANY DAMAGE INCURRED TO EXISTING FRANCHISE UTILITIES, APPURTENANCES, UTILITY POLES, LIGHT STANDARDS, ETC., BY CONSTRUCTION RELATED ACTIVITIES SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR.
- 15.THE CONTRACTOR SHALL LOCATE AND RECORD EXISTING IRRIGATION SYSTEMS PRIOR TO CONSTRUCTION. CONTRACTOR SHALL TEMPORARILY REMOVE AND CAP IRRIGATION SYSTEM AS NECESSARY FOR CONSTRUCTION AND SHALL REPLACE THE PORTION REMOVED WITH EQUIVALENT SYSTEMS. CONTRACTOR SHALL COORDINATE ANY IRRIGATION WORK WITH THE MUNICIPALITY AND PROPERTY OWNER'S REPRESENTATIVES.
- 16.THE CONTRACTOR MUST CEASE ALL CONSTRUCTION OPERATIONS IMMEDIATELY IF A SUSPECTED ARCHEOLOGICAL OBJECT/ARTIFACT IS UNCOVERED DURING CONSTRUCTION. THE CONTRACTOR MUST IMMEDIATELY CONTACT THE TEXAS HISTORICAL COMMISSION AND THE MUNICIPALITY. PROJECT WORK WILL NOT COMMENCE UNTIL PROPER PERMITS ARE IN PLACE AND PROVIDED TO THE MUNICIPALITY.
- 17.ALL PAVING DIMENSIONS ARE TO BACK OF CURB UNLESS OTHERWISE NOTED.
- 18.IT IS THE CONTRACTOR'S RESPONSIBILITY TO ENSURE COMPLIANCE WITH ALL HANDICAPPED ACCESSIBILITY REQUIREMENTS INCLUDING SIGNAGE, TEXTURES, COLORING, MARKINGS, AND SLOPES OF ADA/TAS 2012 ACCESSIBLE ROUTES & RAMPS, AND PARKING SPACES.
- 19.ALL PIPE LENGTHS MEASURED FROM STATION TO STATION BASED ON THE CENTER OF STRUCTURE UNLESS OTHERWISE NOTED.
- 20.CONTRACTOR SHALL NOTIFY ENGINEER IF ANY DISCREPANCIES ARISE.

- 21.THE LOCATION OF UNDERGROUND FACILITIES INDICATED ON THE PLANS IS TAKEN FROM PUBLIC RECORDS. IT IS THE CONTRACTOR'S SOLE 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. IF THE EXISTING UNDERGROUND UTILITIES ARE DAMAGED, THE CONTRACTOR WILL BE RESPONSIBLE FOR THE COST OF REPAIRING THE UTILITY.
- 22.WHERE EXISTING UTILITIES, SERVICE LINES OR IRRIGATION LINES ARE CUT, BROKEN OR DAMAGED, THE CONTRACTOR SHALL REPLACE OR REPAIR THE UTILITIES, SERVICE LINES OR IRRIGATION LINES WITH THE SAME TYPE OF ORIGINAL MATERIAL AND CONSTRUCTION, OR BETTER, UNLESS OTHERWISE SHOWN OR NOTED ON THE PLANS, AT HIS OWN COST AND EXPENSE. THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ENGINEER AT ONCE OF ANY CONFLICTS IN GRADES AND ALIGNMENTS.
- 23.ALL EXCAVATIONS, TRENCHING AND SHORING OPERATIONS SHALL COMPLY WITH THE REQUIREMENTS OF THE U.S. DEPARTMENT OF LABOR, OSHA, "CONST. SAFETY AND HEALTH REGULATIONS." VOL. 29, SUBPART P. PG. 128-137, AND ANY AMENDMENTS THERETO. THE CONTRACTOR SHALL PREPARE AND IMPLEMENT A TRENCH SAFETY PLAN FOR THIS PROJECT.
- 24.THE CONTRACTOR SHALL RESTORE ALL AREAS, ONSITE AND OFFSITE, DISTURBED BY CONSTRUCTION TO ORIGINAL CONDITION OR BETTER. RESTORED AREAS INCLUDE, BUT ARE NOT LIMITED TO: TRENCH BACKFILL, SIDE SLOPES, FENCES, CULVERT PIPES, DRAINAGE SWALES, STAGING AREAS, DRIVEWAYS, PRIVATE YARDS AND ROADWAYS. UNLESS OTHERWISE DIRECTED BY THE LANDSCAPE DRAWINGS, RESTORATION SHALL INCLUDE HYDROMULCHING ALL DISTURBED AREAS WITH A SLOPE OF LESS THAN 20% (1:5) AND SODDING AREAS WITH A SLOPE OF 20% (1:5) OR GREATER. ESTABLISHMENT OF GRASS THROUGH PROPER WATERING IS LEFT UP TO THE CONTRACT'S MEANS AND METHODS, UNLESS OTHERWISE DIRECTED BY THE LANDSCAPE/IRRIGATION DRAWINGS.
- 25.THE CONTRACTOR SHALL KEEP RECORDS FOR AS-BUILT'S DRAWINGS AND SHALL SUBMIT MARK-UPS TO THE MUNICIPALITY INSPECTOR PRIOR TO SCHEDULING A FINAL WALK THROUGH INSPECTION.
- 26.PRIOR TO CONSTRUCTION, A PRE-CONSTRUCTION MEETING SHALL BE HELD WITH REPRESENTATIVES FROM ALL CONTRACTORS, THE ENGINEER, AND THE MUNICIPALITY.
- 27.ALL CONSTRUCTION MUST ADHERE TO THE TREE PRESERVATION REQUIREMENTS OF THE MUNICIPALITY.
- 28.THE CONTRACTOR, AND HIS AGENTS, AND SUB-CONTRACTOR, ARE COMPLETELY RESPONSIBLE FOR THE VERIFICATION OF THE ACCURACY OF THE DIMENSION CONTROL FURNISHED HEREIN. THE OWNER, ENGINEER AND THEIR AGENTS, ARE NOT RESPONSIBLE FOR THE ACCURACY OF THE COORDINATES FURNISHED. THE CONTRACTOR IS REQUIRED TO VERIFY ALL COORDINATES FOR ACCURACY AND CONFIRM THE LOCATIONS OF ALL UTILITIES TO BE CONSTRUCTED, BOTH HORIZONTAL AND VERTICALLY. DISCREPANCIES FOUND BY THE CONTRACTOR SHALL BE REPORTED, IN WRITING, TO THE OWNER IMMEDIATELY FOR RECONCILIATION.
- 29.THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE IMPLEMENTATION OF STORM WATER POLLUTION PREVENTION PLAN (SWPPP) REQUIRED FOR THIS PROJECT IN ACCORDANCE WITH THE CONTRACT DOCUMENTS. THE CONTRACTOR SHALL PREPARE, IMPLEMENT AND MAINTAIN THE SWPPP IN ACCORDANCE WITH THE REQUIREMENTS OF THE CURRENT TCEQ AND NPDES GENERAL PERMIT AS DESCRIBED IN THE FEDERAL REGISTER, PAGES 36489 THROUGH 36519.

GENERAL NOTES FOR PAVING IMPROVEMENTS

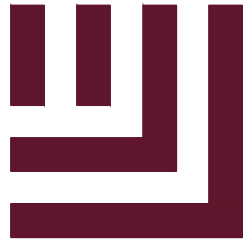
1. THE SUB GRADE SHALL BE PROOF ROLLED AND OBSERVED BY THE CONSTRUCTION INSPECTOR PRIOR TO AND AFTER SUB-GRADE STABILIZATION.
2. THE CONTRACTOR SHALL PROCEED WITH PAVING NO MORE THAN SEVENTY-TWO (72) HOURS AFTER DENSITY/MOISTURE TESTS HAVE BEEN TAKEN AND PASSED BY A REGISTERED TESTING FIRM. COPIES OF THE TEST RESULTS SHALL BE FURNISHED TO THE MUNICIPALITY. IN THE EVENT PAVING OPERATIONS HAVE NOT COMMENCED WITHIN THE SEVENTY-TWO (72) HOUR LIMIT, A RETEST SHALL BE REQUIRED AT THE CONTRACTOR'S EXPENSE.
3. MANHOLE RIM ELEVATIONS, CLEAN-OUTS, VALVE BOXES, FIRE HYDRANTS, ETC. SHALL BE ADJUSTED TO FINISHED GRADE BY THE PAVING CONTRACTOR AT THE TIME OF PAVING.
4. THE PAVING CONTRACTOR SHALL INSTALL A BLUE REFLECTOR IN THE STREET OR FIRE LANE CENTERLINE AT THE LOCATION OF EACH FIRE HYDRANT.

TEXAS ACCESSIBILITY STANDARDS/AMERICAN WITH DISABILITIES ACT REQUIREMENTS

1. THE MAXIMUM ALLOWED CROSS SLOPE ON ANY PROPOSED SIDEWALK OR TRAIL IS 2%.
2. THE MAXIMUM ALLOWED PATH OF TRAVEL SLOPE IS 5%, UNLESS OTHERWISE NOTED ON THESE PLANS. ANY SLOPE GREATER THEN 5%, AND LESS THAN 8.25%, MUST HAVE HANDRAILS. NO SLOPE GREATER THAN 8.25% SHALL BE ALLOWED.
3. SLOPES BETWEEN 5% AND 8.25% ARE CONSIDERED RAMPS. NO RAMP CAN EXCEED 30' IN LENGTH AND NO RAMP CAN EXCEED A GRADE CHANGE OF MORE THAN 2'-6". LANDINGS ARE REQUIRED IF EITHER OF THESE ARE EXCEEDED.
4. LANDINGS MAY NOT EXCEED 2% SLOPE IN ANY DIRECTION.
5. RAILINGS, IF REQUIRED, ARE TO EXTEND A MINIMUM OF 1' INTO THE LANDING AREA.
6. CURB RAMPS ARE REQUIRED AT THE END AT ALL CROSSWALKS. ALL CURB RAMPS ARE TO HAVE A MAXIMUM OF 6" OF RISE OVER THE 6' LENGTH OF THE RAMP. THE MAXIMUM ALLOWED CROSS SLOPE IS 2%.
7. TRUNCATED DOMES ARE TO BE INSTALLED AT THE BOTTOM OF EACH RAMP. THE DOMES ARE TO EXTEND THE FULL WIDTH OF THE PROPOSED RAMP AND MUST BE OF A CONTRASTING COLOR TO THE RAMP PAVEMENT, SIMILAR COLORS WILL NOT BE ACCEPTED.
8. ANY WALKWAY, SIDEWALK OR TRAIL, LESS THAN 5' IN WIDTH MUST HAVE A 5'X5' PASSING ZONE EVERY 200', OR LESS.

9. A PAVED ACCESSIBLE PARKING SPACE MUST INCLUDE:

- 9.1. THE INTERNATIONAL SYMBOL OF ACCESSIBILITY PAINTED CONSPICUOUSLY ON THE SURFACE IN A COLOR THAT CONTRASTS THE PAVEMENT;
- 9.2. THE WORDS "NO PARKING" PAINTED ON ANY SURFACE AISLE ADJACENT TO THE PARKING SPACE. THE WORDS MUST BE PAINTED:
 - 9.2.1. IN ALL CAPITAL LETTERS
 - 9.2.2. WITH A LETTER HEIGHT OS AT LEAST 12 INCHES AND A STROKE WIDTH OF AT LEAST 2 INCHES; AND
 - 9.2.3. CENTERED WITHIN EACH ACCESS AISLE ADJACENT TO THE PARKING SPACE; AND
- 9.3. A SIGN IDENTIFYING THE CONSEQUENCES OF PARKING ILLEGALLY IN A PAVED ACCESSIBLE SPACE. THE SIGN MUST:
 - 9.3.1. AT A MINIMUM STATE "VIOLATORS SUBJECT TO FINE AND TOWING" IN A LETTER HEIGHT OF AT LEAST ONE INCH;
 - 9.3.2. BE MOUNTED ON A POLE, POST, WALL OR FREE STANDING BOARD;
 - 9.3.3. BE NO MORE THAT EIGHT INCHES BELOW A SIGN REQUIRED BY THE TEXAS ACCESSIBILITY STANDARDS, 502.6; AND
 - 9.3.4. BE INSTALLED SO THAT THE BOTTOM EDGE OF THE SIGN IS NO LOWER THAN 48 INCHES AND NO HIGHER THAN 80 INCHES ABOVE GROUND LEVEL.



McAdams

The John R. McAdams Company, Inc.
4400 State Highway 121, Suite 800
Lewisville, Texas 75056

phone 972. 436. 9712
fax 972. 436. 9715
TBPE: 19762 TBPLS: 10194440

www.mcadamsco.com

CLIENT

TOWN OF TROPHY CLUB PARKS &
RECREATION DEPARTMENT
1 TROPHY WOOD DRIVE
TROPHY CLUB, TEXAS 76262
PHONE: 682.237.2900
CHASE ELLIS



DEDICATED PICKLEBALL
COURTS
CONSTRUCTION PLANS
699 INDIAN CREEK DRIVE
TROPHY CLUB, TEXAS 76262



REVISIONS

NO. DATE

PLAN INFORMATION

PROJECT NO. TTC24001
FILENAME TTC24001-GN1.DWG
CHECKED BY MC
DRAWN BY CMK
SCALE N.T.S.
DATE 11.14.2024

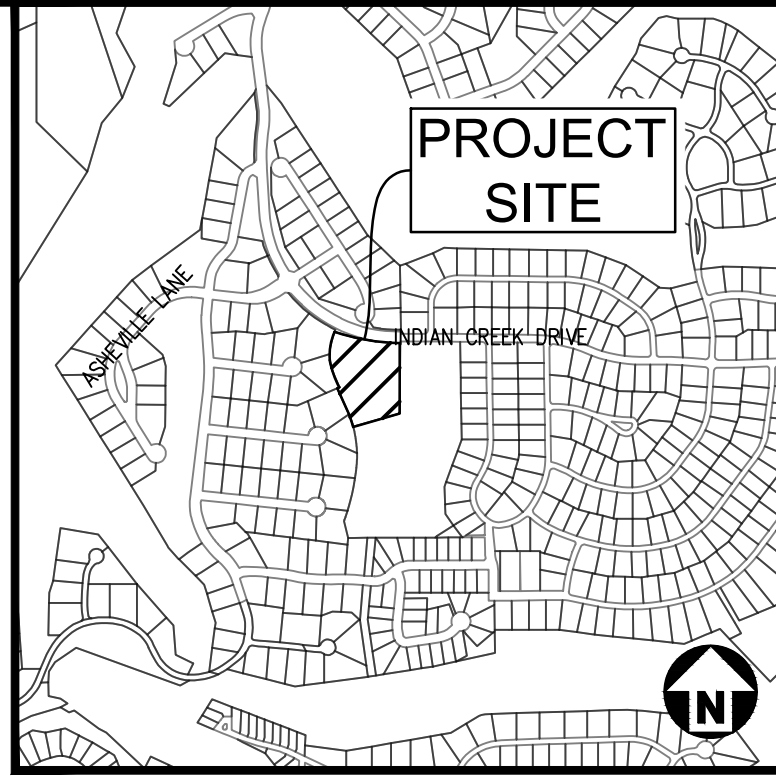
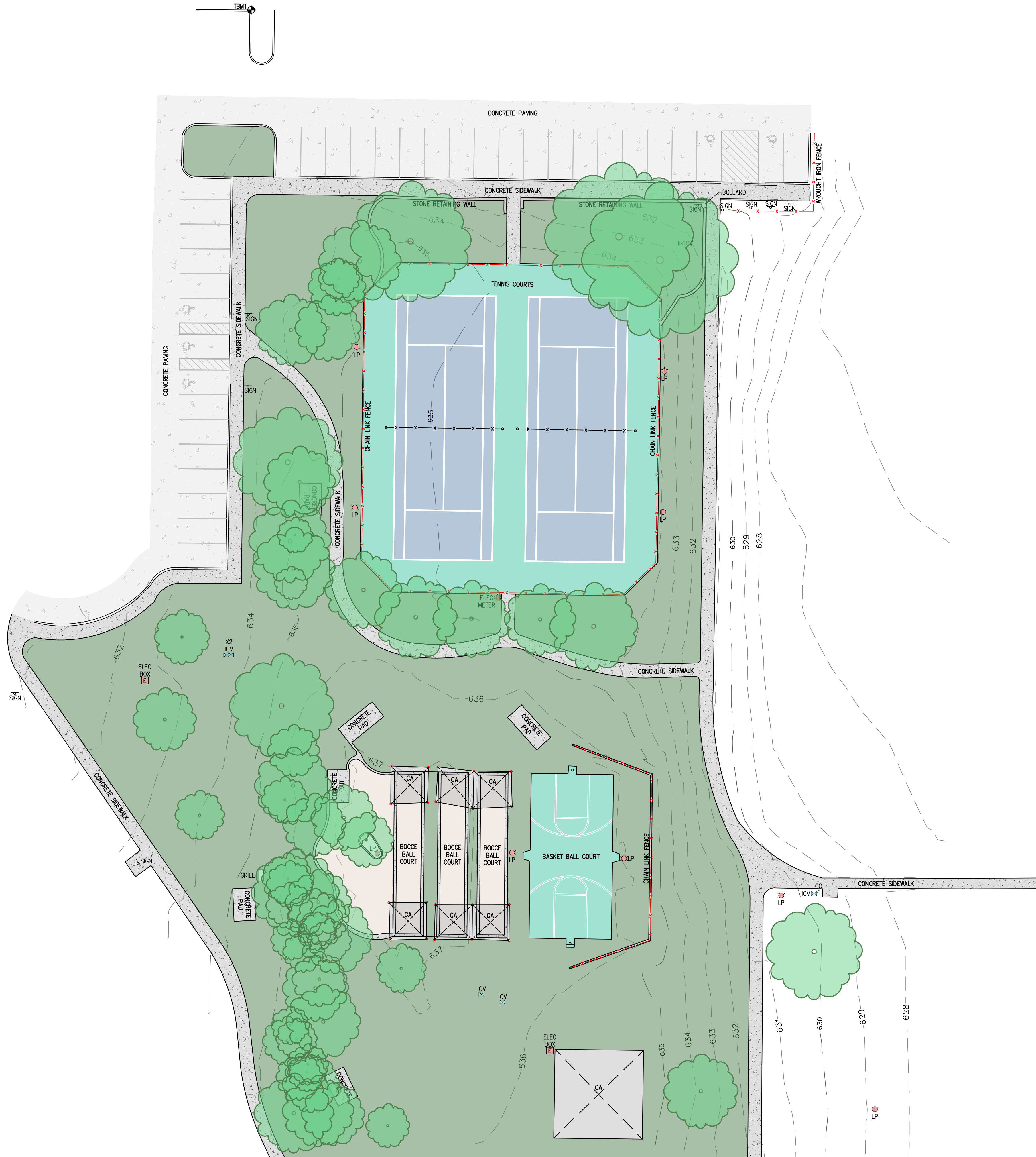
SHEET

GENERAL NOTES

C0.01

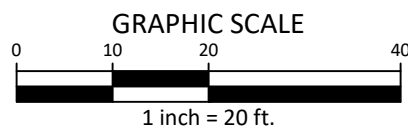
RELEASED FOR CONSTRUCTION

Z:\2024\Projects\TTC\TTC24001\02_Geomatics\Survey\Topographic\TTC24001_XC1.dwg, 11/7/2024 6:01:23 PM, Bradley Cox



VICINITY MAP

N.T.S.



LEGEND

CRF	=	CAPPED REBAR FOUND
CRS	=	CAPPED REBAR SET
RF	=	REBAR FOUND
TBM	=	TEMPORARY BENCHMARK
BL	=	BUILDING LINE
DE	=	DRAINAGE EASEMENT
MAE	=	MUTUAL ACCESS EASEMENT
SSE	=	SANITARY SEWER EASEMENT
UE	=	UTILITY EASEMENT
WLE	=	WATER LINE EASEMENT
CA	=	COVERED AREA
FH	=	FIRE HYDRANT
ICV	=	IRRIGATION CONTROL VALVE
LP	=	LIGHT POLE
CO	=	SANITARY CLEAN OUT
WM	=	WATER METER
WV	=	WATER VALVE

LOCAL CONTROL

TBM-1 BOX N: 7049402.79 E: 2373345.89 ELEV: 633.00'

TBM #1: Box cut on the back of curb of an existing parking lot at the northeast corner of the most northerly western strip of parking approximately 23' southwest of an existing light pole and approximately 50' southwesterly from the southern edge of Indian Creek drive.
Elevation: 633.0

NOTES:

- Bearings based on Texas Coordinate System, North Central Zone (4202), NAD '83.
- According to Community/Panel No. 48121C0660 E, effective April 18, 2024, and Community/Panel No. 48121C0520 G, effective April 18, 2011 of the FLOOD INSURANCE RATE MAP for Denton County, Texas & Incorporated Areas, by graphic plotting only (subject to map scale uncertainty), this property appears to be within Flood Zone "X" (areas of minimal flooding). This flood statement does not imply that the property and/or the structures thereon will be free from flooding or flood damage. On rare occasions, greater floods can and will occur and flood heights may be increased by man-made or natural causes. This flood statement shall not create liability on the part of the surveyor.
- Surveyor has made no investigation or independent search for easements of record, encumbrances, restrictive covenants, ownership title evidence, or any other facts that an accurate abstract of title may disclose.
- Field work performed August 27, 2024.
- This survey was prepared without the benefit of a title commitment.



SURVEYOR

JAMES STOWELL
4400 STATE HIGHWAY 121, SUITE 800
LEWISVILLE, TEXAS 75056
EMAIL: jstowell@mcadamsco.com



McAdams

The John R. McAdams Company, Inc.
4400 State Highway 121, Suite 800
Lewisville, Texas 75056

phone 972. 436. 9712
fax 972. 436. 9715
TBPLS FIRM #
PE:19762 RPLS: 10194440
www.mcadamsco.com

CLIENT

TOWN OF TROPHY CLUB PARKS &
RECREATION DEPARTMENT
1 TROPHY WOOD DRIVE,
TROPHY CLUB, TEXAS 76262
PHONE: 682. 237. 2900
CHASE ELLIS



EXISTING CONDITIONS EXHIBIT

HARMONY PARK

IN THE
JOHN R. MICHAEL SURVEY, ABSTRACT NO. 821
TOWN OF TROPHY CLUB, TEXAS

REVISIONS

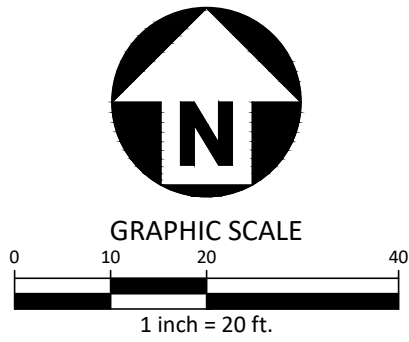
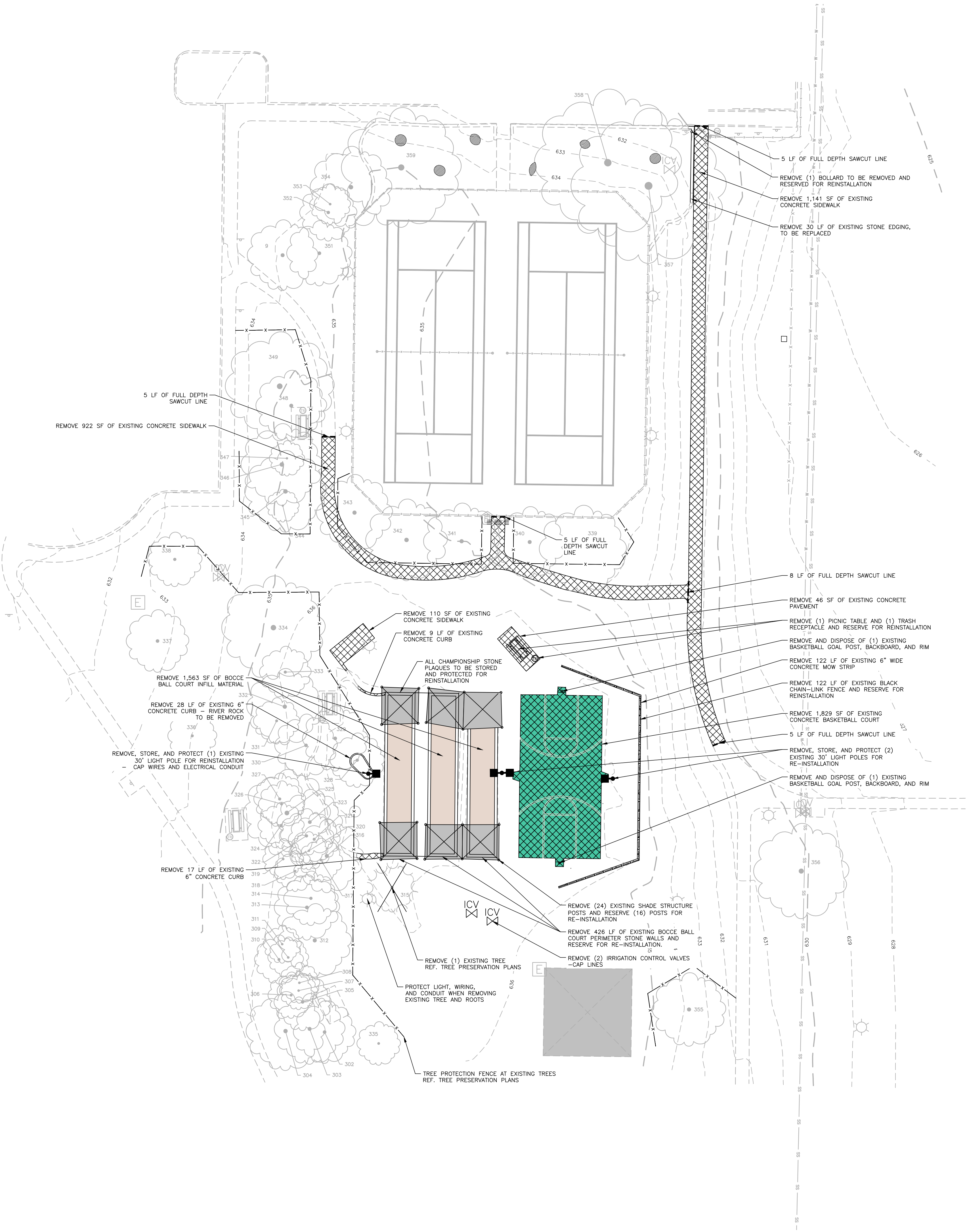
PLAN INFORMATION

PROJECT NO. TTC24001
FILENAME TTC24001-XC1
CHECKED BY JS
DRAWN BY AT
SCALE 1"=20'
DATE 09.11.2024

EXISTING
CONDITION SURVEY

C1.00

Z:\Draw\Projects\TTC\TTC24001\04-Production\Planning and Design\Construction Drawings\Current Drawings\TTC24001.DWG, 11/14/24, 11:58:30 AM, Core King



BENCHMARKS:

TBM#1: BOX CUT ON THE BACK OF CURB OF AN EXISTING PARKING LOT AT THE NORTHEAST CORNER OF THE MOST NORTHERLY WESTERN STRIP OF PARKING APPROXIMATELY 23' SOUTHWEST OF AN EXISTING LIGHT POLE AND APPROXIMATELY 50' SOUTHWESTERLY FROM THE SOUTHERN EDGE OF INDIAN CREEK DRIVE. ELEVATION: 633.0

DEMOLITION NOTES:

1. BOCCIE BALL COURT STONE CHAMPIONSHIP PLAQUES TO BE REMOVED AND STONE BLOCKS ARE TO BE STORED AND PROTECTED FOR REINSTALLATION. CHAMPIONSHIP PLAQUES ARE TO BE RE-INSTALLED PER LOCATIONS SPECIFIED IN THE HARDSCAPE DETAILS.
2. BOCCIE BALL COURT SHADE STRUCTURE POLES ARE TO BE REMOVED, STORED AND PROTECTED FOR REINSTALLATION. PROPOSED LOCATION SPECIFIED ON SHEET L2.01 - SITE, PAVING AND MATERIALS PLAN.
3. BASKETBALL PERIMETER FENCING TO BE REMOVED AND RESERVED FOR REINSTALLATION. PROPOSED LOCATION SPECIFIED ON SHEET L2.01 - SITE, PAVING AND MATERIALS PLAN.
4. (3) LIGHT POLES TO BE REMOVED, STORED AND PROTECTED FOR REINSTALLATION. PROPOSED LOCATION SPECIFIED ON SHEET L6.00 - LIGHTING PLAN.

LEGEND

- EXISTING TREE TO BE PRESERVED
REF. TREE PRESERVATION PLANS
- EXISTING TREE TO BE REMOVED
REF. TREE PRESERVATION PLANS
- AREA TO BE DEMOLISHED
- EXISTING POLE LIGHT
- EXISTING IRRIGATION CONTROL VALVE
- EXISTING IRRIGATION CONTROL VALVE TO BE REMOVED
- EXISTING ELECTRIC GENERATOR
- EXISTING ELECTRIC METER
- EXISTING POLE LIGHT TO BE REMOVED AND RESERVED FOR RE-INSTALLATION
- TREE PROTECTION AT EXISTING TREES
REF. TREE PRESERVATION PLANS

CLIENT

TOWN OF TROPHY CLUB PARKS &
RECREATION DEPARTMENT
1 TROPHY WOOD DRIVE
TROPHY CLUB, TEXAS 76262
PHONE: 682.237.2900
CHASE ELLIS



**DEDICATED PICKLEBALL
COURTS**
CONSTRUCTION PLANS
699 INDIAN CREEK DRIVE
TROPHY CLUB, TEXAS 76262



REVISIONS

NO. DATE

PLAN INFORMATION

PROJECT NO. TTC24001
FILENAME TTC24001-DM1.DWG
CHECKED BY MC
DRAWN BY CMK
SCALE 20 SCALE
DATE 11.14.2024

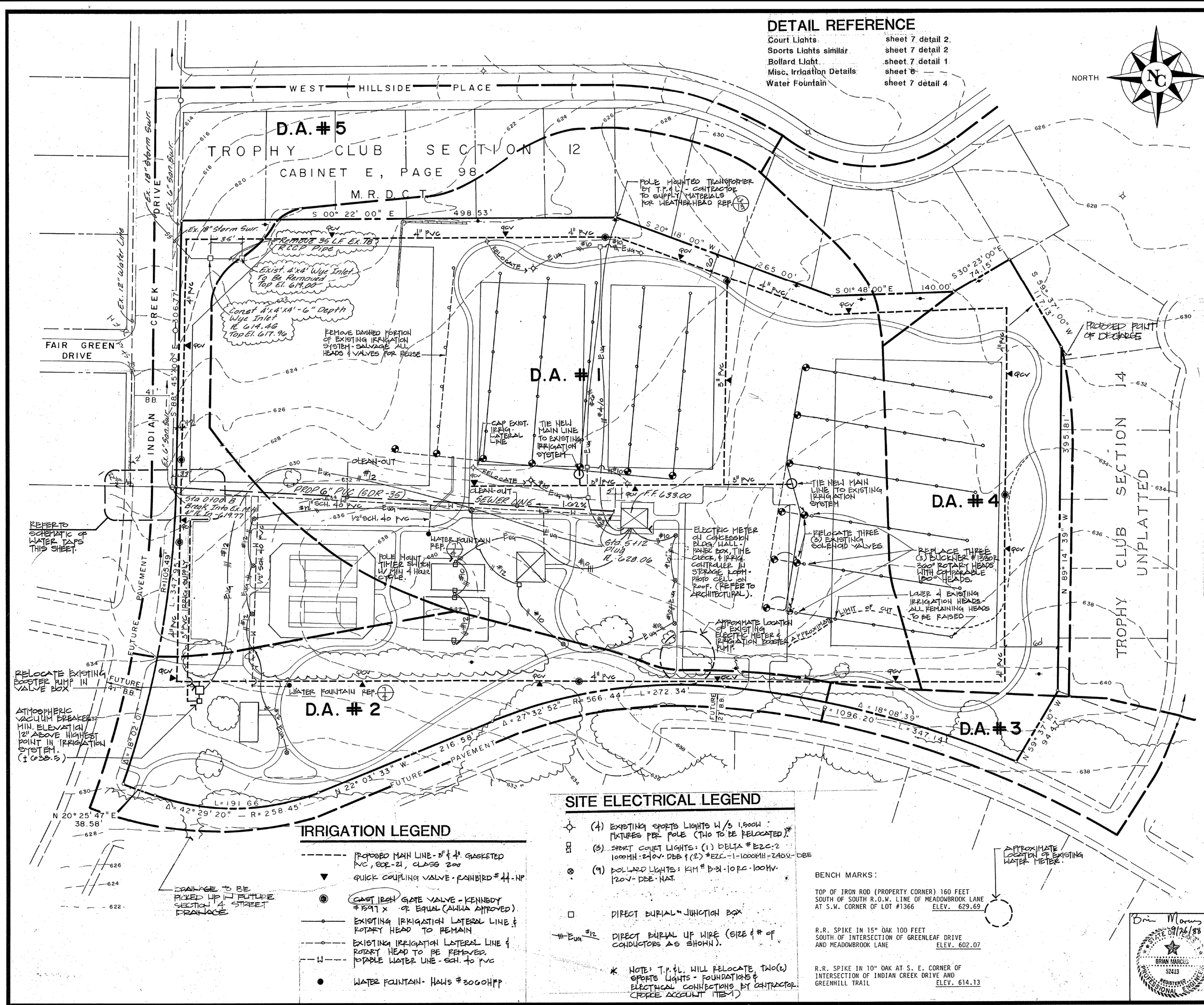
SHEET

DEMOLITION PLAN

C1.01

RELEASED FOR CONSTRUCTION

Z:\Drawn\Projects\TTC\TTC24001\04-Production\Engineering\Drawings\TTC24001-G1.dwg, 11/18/2024, 10:37:49 AM, Cara King



Revisions

Revisions	Date	Description	Drawn By	Checked By

CLIENT

TOWN OF TROPHY CLUB PARKS & RECREATION DEPARTMENT
1 TROPHY WOOD DRIVE
TROPHY CLUB, TEXAS 76262
PHONE: 682.237.2900
CHASE ELLIS

DEDICATED PICKLEBALL COURTS

CONSTRUCTION PLANS
699 INDIAN CREEK DRIVE
TROPHY CLUB, TEXAS 76262

REVISIONS

NO. DATE

PLAN INFORMATION

PROJECT NO. TTC24001
FILENAME TTC24001-G1.DWG
CHECKED BY MC
DRAWN BY CMK
SCALE N.T.S.
DATE 11.14.2024

SHEET

DRAINAGE AREA MAP

C3.00

RELEASED FOR CONSTRUCTION

McADAMS

The John R. McAdams Company, Inc.
4400 State Highway 121, Suite 800
Lewisville, Texas 75056

phone 972.436.9712
fax 972.436.9715
TBPE: 19762 TBPLS: 10194440

www.mcadamsco.com

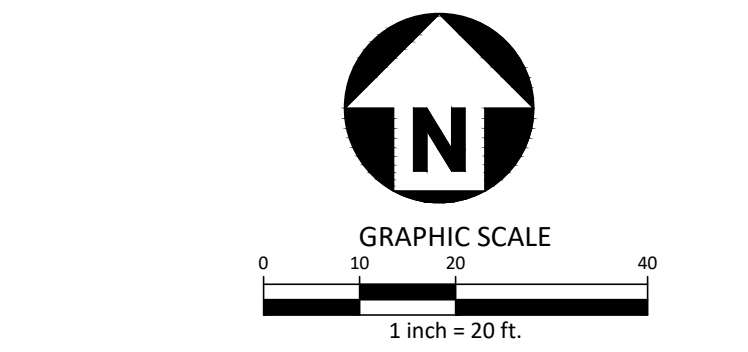
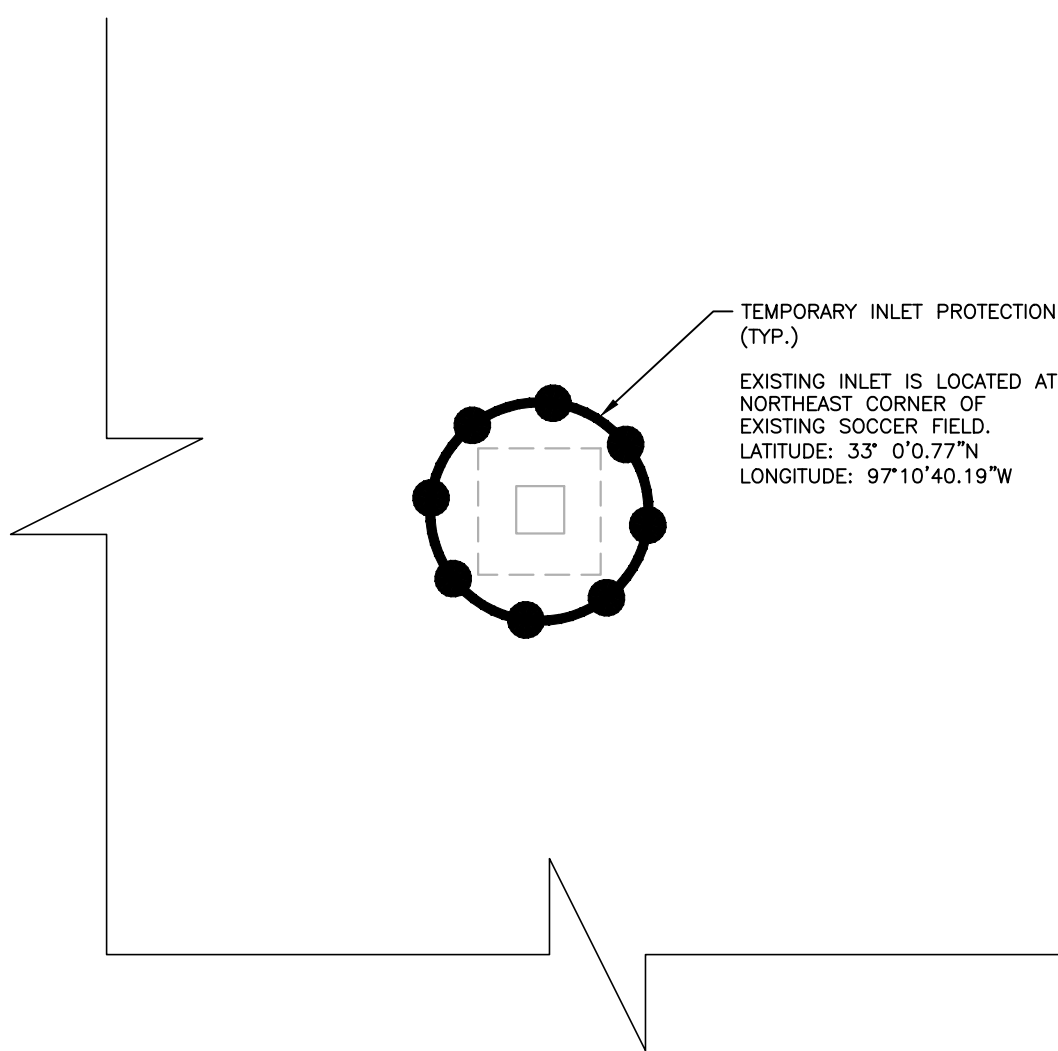
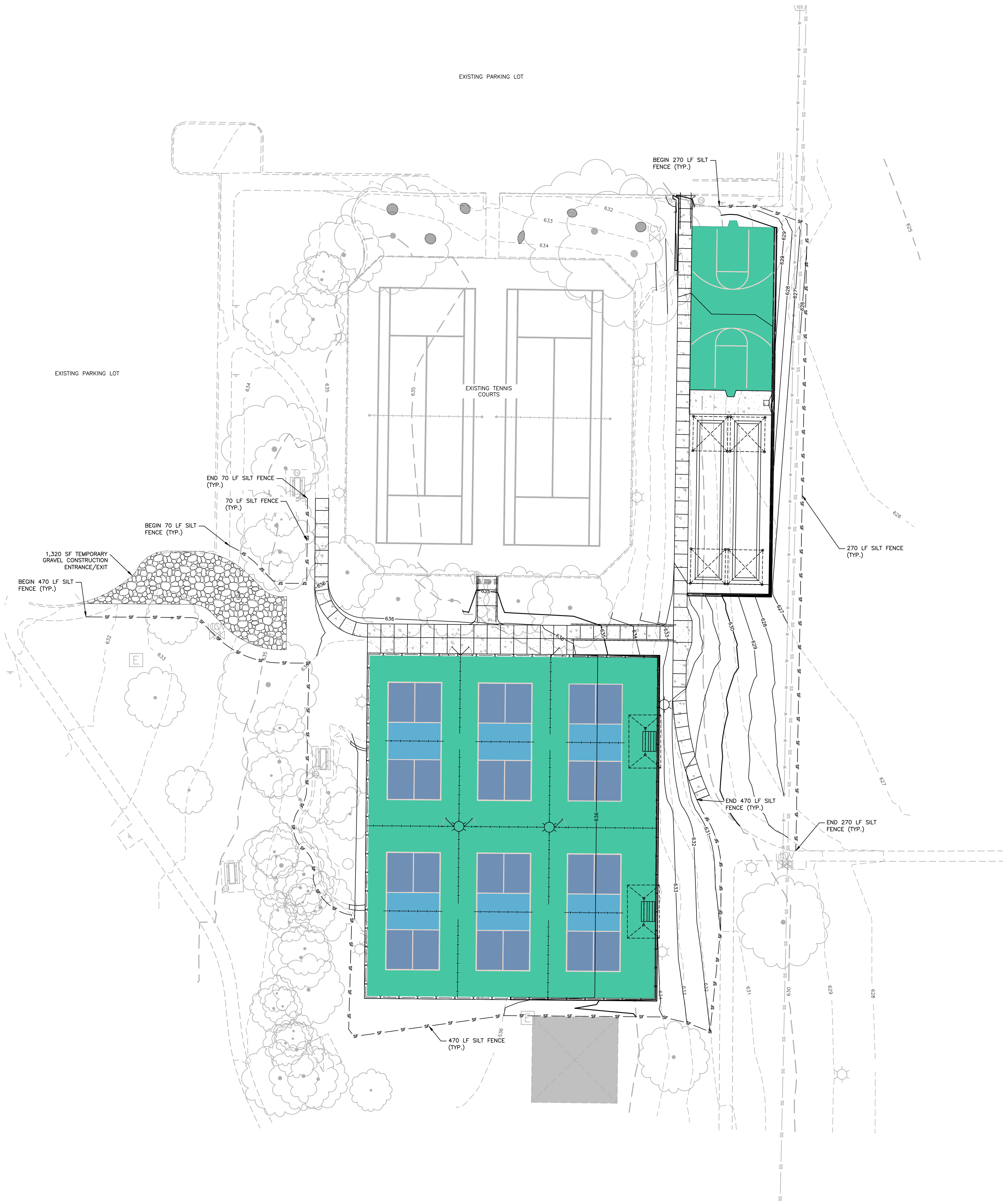
TROPHY CLUB

JUSTIN L. LANSLOWNE

121990
LICENSED PROFESSIONAL ENGINEER
11/14/24

Page 488 of 555

Z:\Drawn\Projects\TTC\TTC4001\04-Production\Engineering\Sheets\TTC24001-EC.dwg, 11/8/2024 11:55:50 AM, Cui King



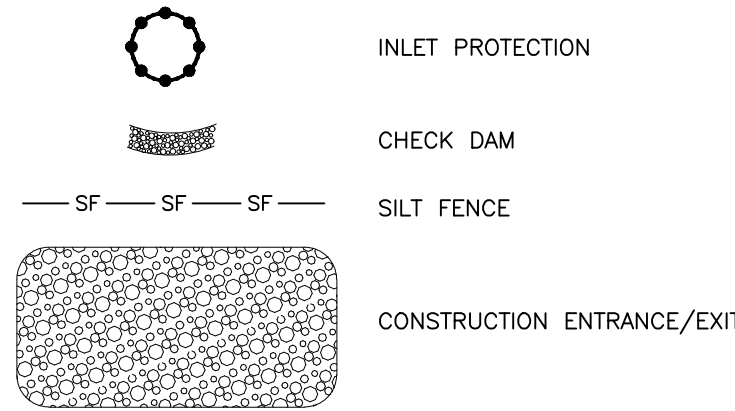
BENCHMARKS:

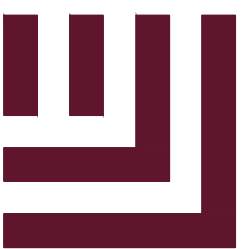
TBM#1: BOX CUT ON THE BACK OF CURB OF AN EXISTING PARKING LOT AT THE NORTHEAST CORNER OF THE MOST NORTHERLY WESTERN STRIP OF PARKING APPROXIMATELY 23' SOUTHWEST OF AN EXISTING LIGHT POLE AND APPROXIMATELY 50' SOUTHWESTERLY FROM THE SOUTHERN EDGE OF INDIAN CREEK DRIVE. ELEVATION: 633.0

GENERAL NOTES:

1. CONTRACTOR SHALL LOCATE AND VERIFY THE LOCATION OF ALL UTILITIES PRIOR TO BEGINNING CONSTRUCTION.
2. EROSION AND SEDIMENT CONTROL PRACTICES SHALL BE MAINTAINED, SO THAT SEDIMENT LADEN RUNOFF FROM THE SITE WILL NOT ENTER STORM DRAINAGE FACILITIES.
3. PROPERTIES AND RIGHT-OF-WAY ADJOINING THE SITE SHALL BE KEPT CLEAN OF MUD OR SILT CARRIED FROM THE SITE BY VEHICULAR TRAFFIC OR RUNOFF. ANY MUD OR SILT THAT INADVERTENTLY GETS INTO ADJOINING PROPERTIES OR RIGHT-OF-WAY SHALL BE REMOVED IMMEDIATELY BY THE CONTRACTOR.
4. ALL CONSTRUCTION TRAFFIC SHALL ENTER AND EXIT THE SITE VIA THE CONSTRUCTION ENTRANCES.
5. EXCAVATED MATERIAL FROM TRENCHES SHALL BE PLACED ON THE UPGRADE SIDE OF THE TRENCH TO ALLOW MATERIAL TO ERODE INTO THE TRENCH.
6. CONSTRUCTION MAINTENANCE AND REMOVAL OF ALL EROSION CONTROL DEVICES ARE THE RESPONSIBILITY OF GRADING CONTRACTOR UNLESS OTHERWISE NOTED, AND ONLY AFTER PERMISSION BY THE GOVERNING AUTHORITY.

EROSION CONTROL LEGEND



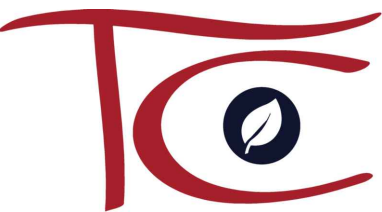


McADAMS
The John R. McAdams Company, Inc.
4400 State Highway 121, Suite 800
Lewisville, Texas 75056

phone 972. 436. 9712
fax 972. 436. 9715
TBPE: 19762 TBPLS: 10194440
www.mcadamsco.com

CLIENT

TOWN OF TROPHY CLUB PARKS & RECREATION DEPARTMENT
1 TROPHY WOOD DRIVE
TROPHY CLUB, TEXAS 76262
PHONE: 682.237.2900
CHASE ELLIS



TROPHY CLUB

DEDICATED PICKLEBALL COURTS
CONSTRUCTION PLANS
699 INDIAN CREEK DRIVE
TROPHY CLUB, TEXAS 76262



Justin L. Lansdowne
11/14/24

REVISIONS

NO.	DATE
-----	------

PLAN INFORMATION

PROJECT NO.	TTC24001
FILENAME	TTC24001-EC.DWG
CHECKED BY	MC
DRAWN BY	CMK
SCALE	20 SCALE
DATE	11.14.2024

SHEET

EROSION CONTROL PLAN
C6.00

RELEASED FOR CONSTRUCTION

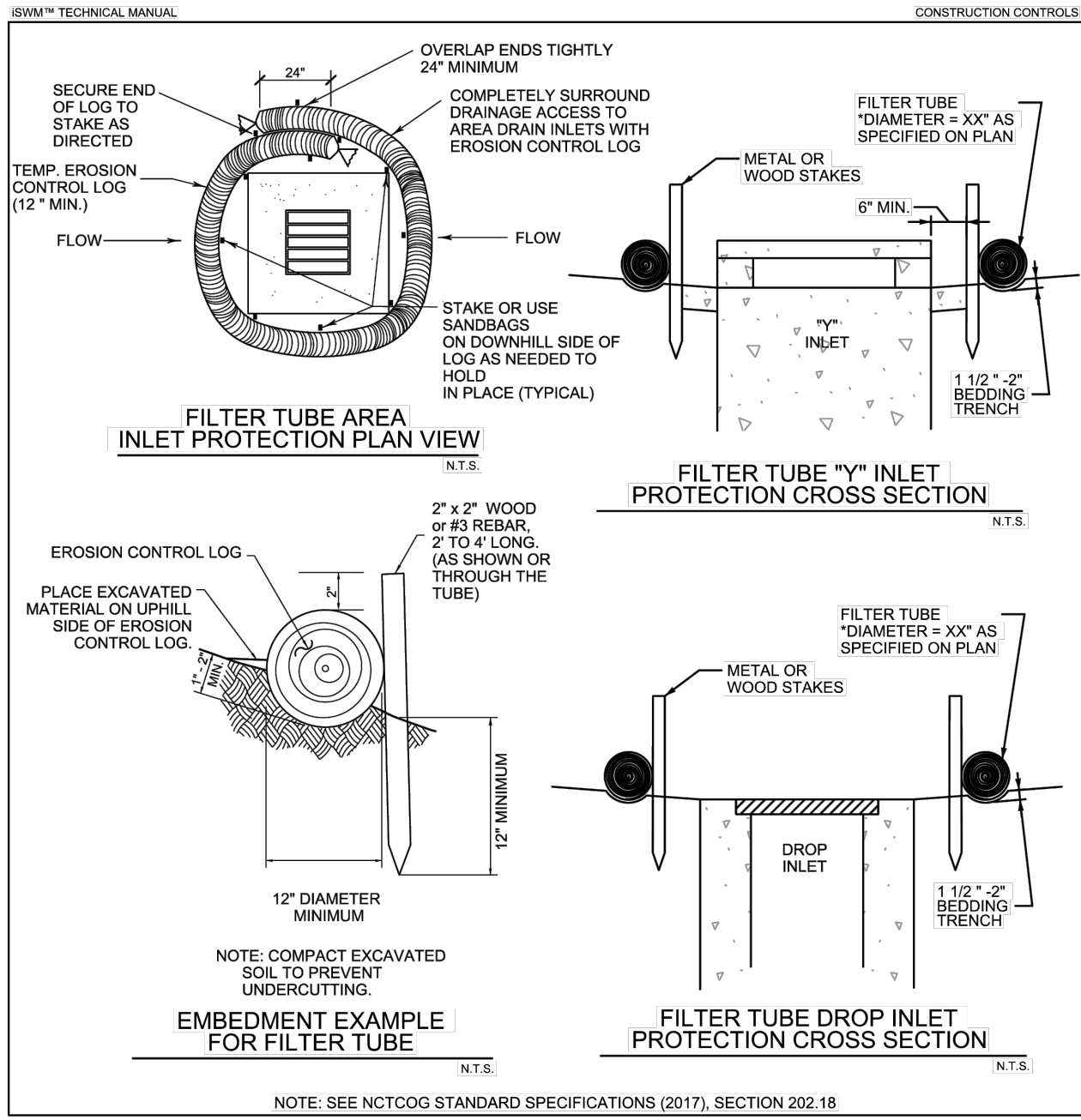


FIGURE 3.13 STANDARD CONSTRUCTION DETAIL - FILTER TUBE AREA INLET PROTECTION

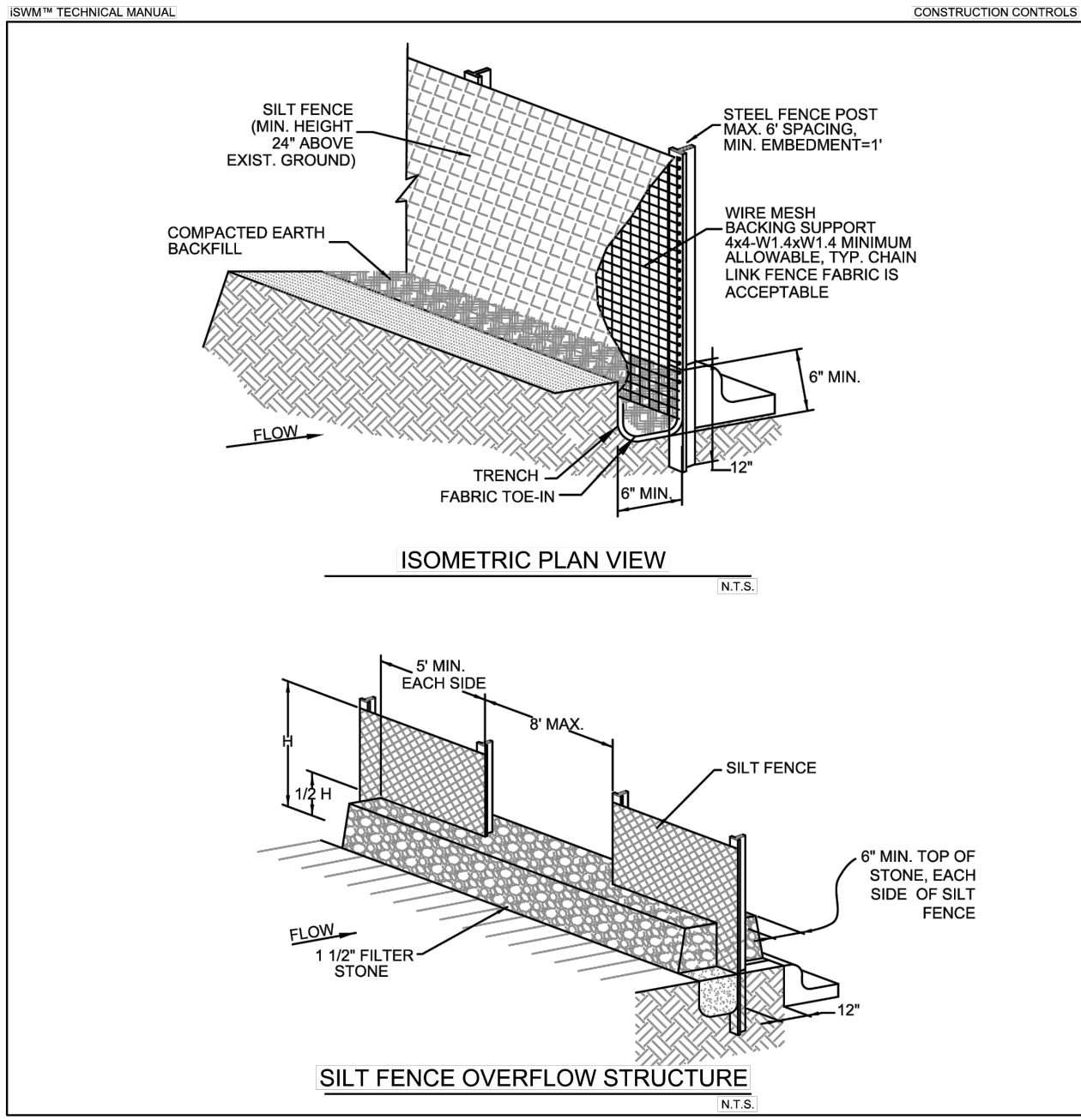


FIGURE 3.28 STANDARD CONSTRUCTION DETAIL - FOR SILT FENCE (1 OF 2)

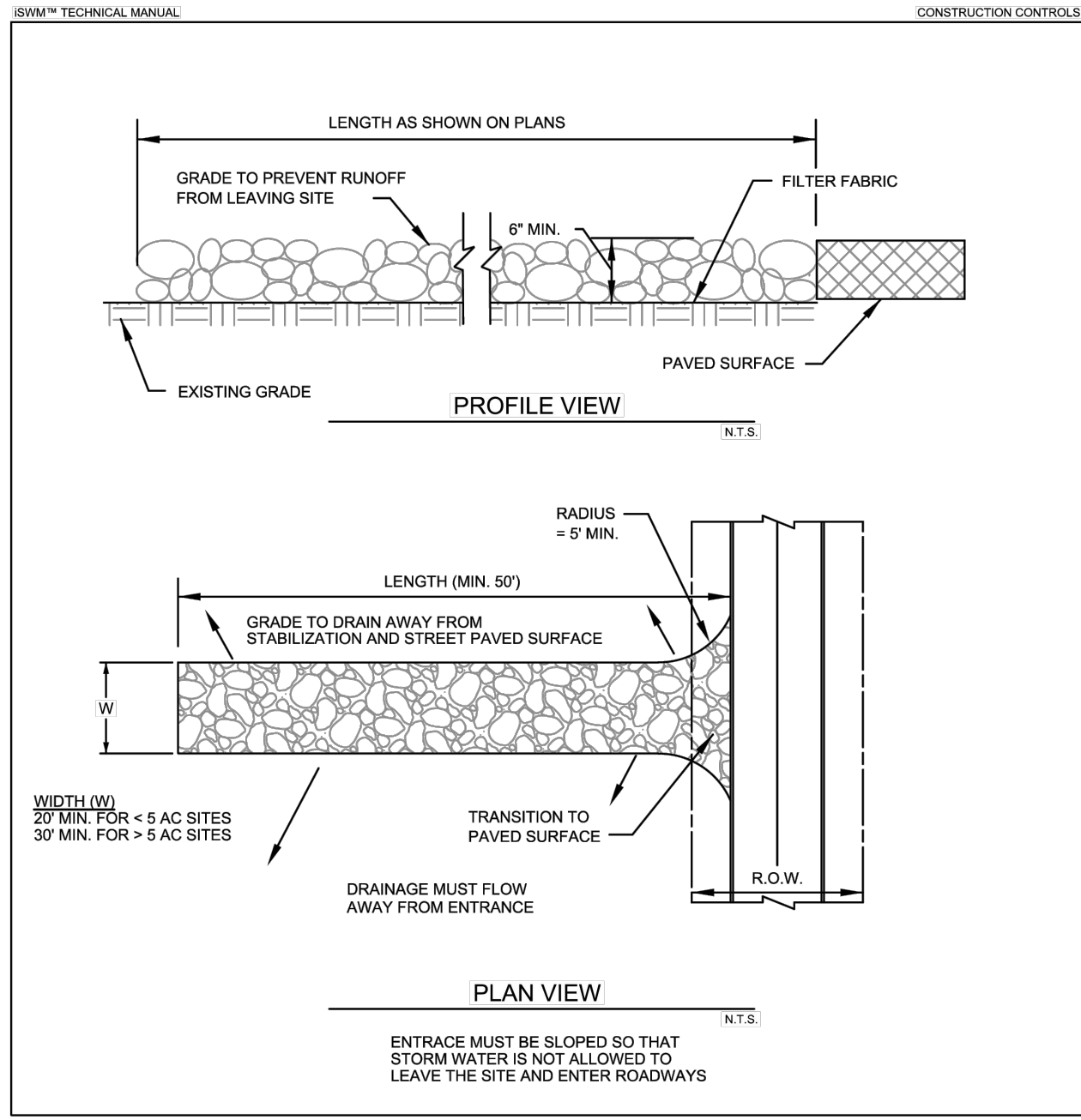


FIGURE 3.29 STANDARD CONSTRUCTION DETAIL - STABILIZED CONSTRUCTION EXIT (1 OF 2)

INLET PROTECTION
REVISED

SILT FENCE
REVISED

STABILIZED CONSTRUCTION EXIT
REVISED

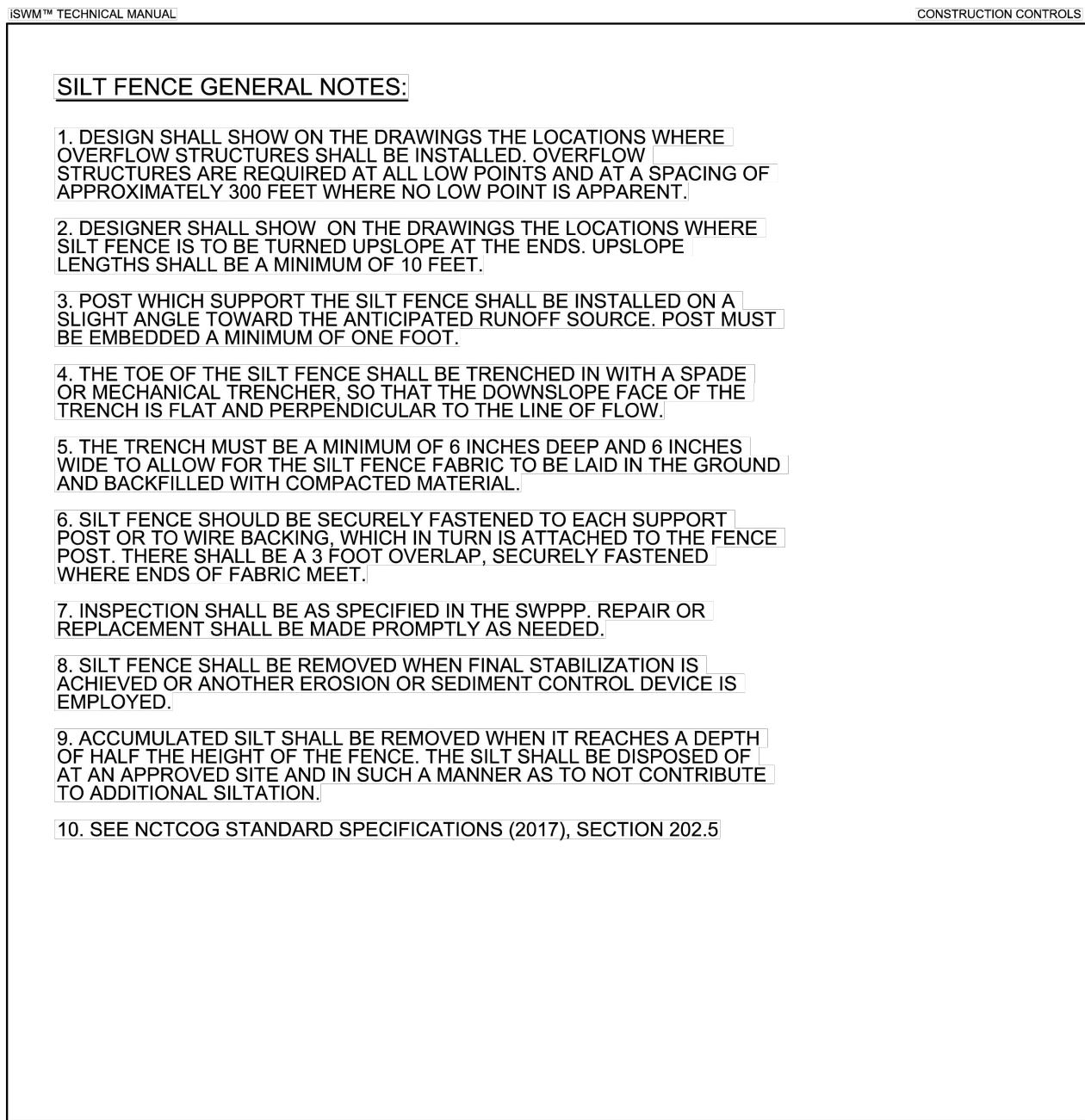


FIGURE 3.28 NOTES FOR SILT FENCE (2 OF 2)

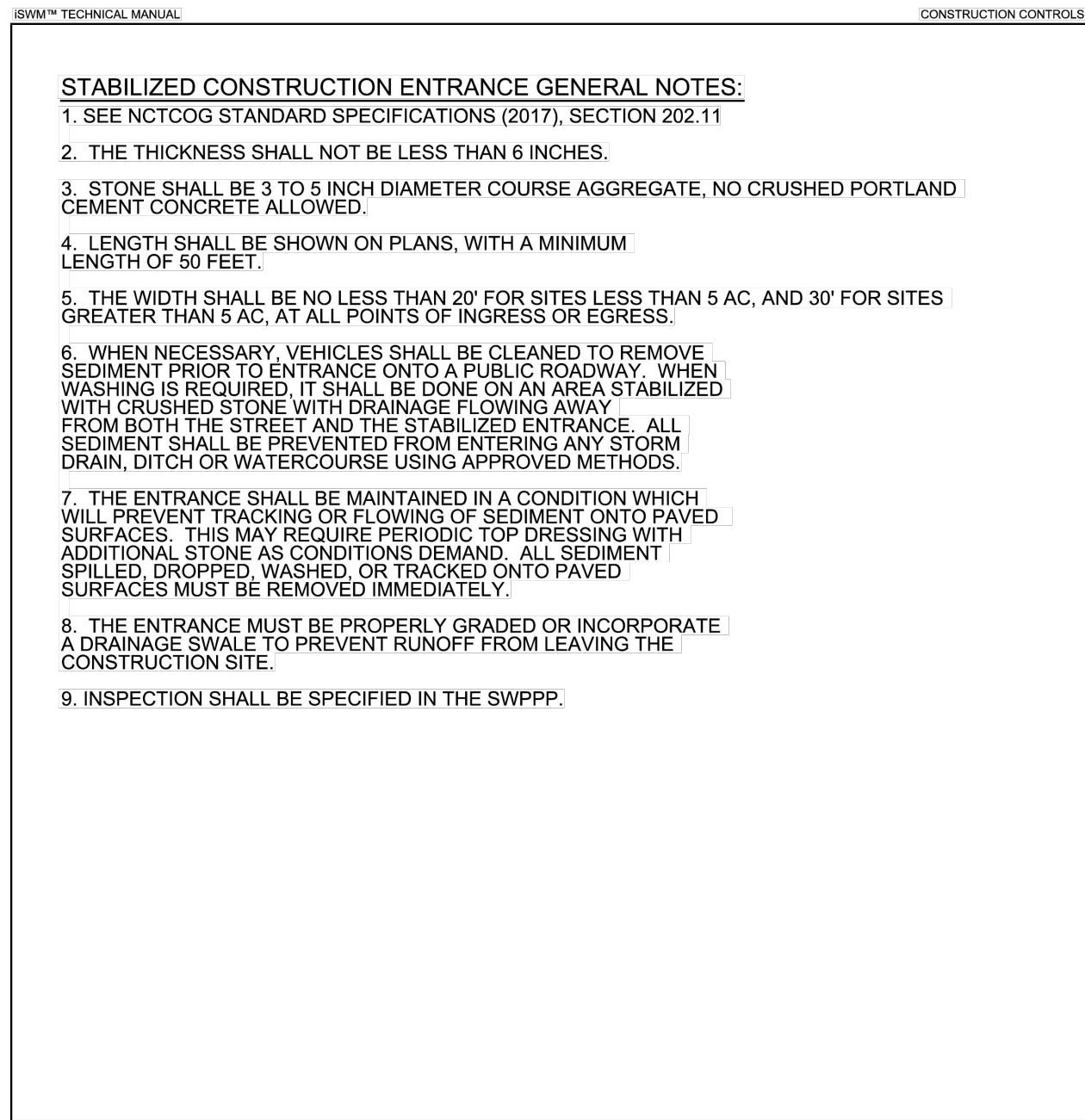


FIGURE 3.29 NOTES FOR STABILIZED CONSTRUCTION EXIT (2 OF 2)

SILT FENCE
REVISED

STABILIZED CONSTRUCTION EXIT
REVISED



McAdams

The John R. McAdams Company, Inc.
4400 State Highway 121, Suite 800
Lewisville, Texas 75056

phone 972. 436. 9712
fax 972. 436. 9715
TBPE: 19762 TBPLS: 10194440

www.mcadamsco.com

CLIENT

TOWN OF TROPHY CLUB PARKS &
RECREATION DEPARTMENT
1 TROPHY WOOD DRIVE
TROPHY CLUB, TEXAS 76262
PHONE: 682.237.2900
CHASE ELLIS



**DEDICATED PICKLEBALL
COURTS**
CONSTRUCTION PLANS
699 INDIAN CREEK DRIVE
TROPHY CLUB, TEXAS 76262



REVISIONS

NO. DATE

PLAN INFORMATION

PROJECT NO. TTC24001
FILENAME TTC24001-EC.DWG
CHECKED BY MC
DRAWN BY CMK
SCALE N.T.S.
DATE 11.14.2024

SHEET

**EROSION
CONTROL DETAILS**

C6.01

Z:\Drive\Projects\TTC\TTC24001\04-Production\Planning and Design\Construction Drawings\Current Drawings\TTC24001-GN1.dwg, 11/8/2024 10:40:08 AM, Xochitlyn Davis

GENERAL HARDSCAPE NOTES:

1. THE CONTRACTOR SHALL WORK CLOSELY WITH THE OWNER'S REP. AND/OR LANDSCAPE ARCHITECT AND NOTIFY HIM/HER AS ADDITIONAL INFORMATION IS NEEDED TO PROPERLY CONSTRUCT/INSTALL/BUILD ELEMENTS DEPICTED HEREIN.
2. THE CONTRACTOR SHALL PERFORM HIS/HER OWN INVESTIGATIONS TO THE EXTENT NECESSARY TO DETERMINE EFFECTS OF SUB-SURFACE CONDITIONS ON WORK AND SHALL BID AND CONSTRUCT WORK IN ACCORDANCE WITH FINDINGS.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING ALL EXISTING UNDERGROUND UTILITIES PRIOR TO BEGINNING CONSTRUCTION ACTIVITIES AND FOR AVOIDING ALL CONFLICTS WITH SAME. ANY DAMAGE TO EXISTING UTILITIES SHALL BE REPAIRED AT THE EXPENSE OF THE CONTRACTOR.
4. CONTRACTOR SHALL VERIFY ALL EXISTING CONDITIONS AND REPORT ANY DISCREPANCIES AND UNUSUAL CONDITIONS TO OWNER'S REP. AND/OR LANDSCAPE ARCHITECT PRIOR TO CONSTRUCTION.
5. ALL DISTURBED AREAS AND PROPOSED EARTH GRADING NOT TO BE COVERED BY OTHER SURFACES SHALL BE STABILIZED BY SEEDING, FERTILIZING, MULCHING, AND WATERING AS REQUIRED TO OBTAIN AN ACCEPTABLE GROUND COVER, UNLESS SPECIFIED OTHERWISE. ALL AREAS THAT ARE DISTURBED BY CONSTRUCTION INSIDE OR OUTSIDE THE LIMITS OF WORK SHALL BE REPAIRED, GRADED, AND GRASSED AT THE CONTRACTOR'S EXPENSE.
6. SEE CIVIL DRAWINGS FOR ADDITIONAL GRADING AND DRAINAGE INFORMATION.
7. CONTRACTOR SHALL BE RESPONSIBLE FOR ENSURING PROPER DRAINAGE OF ANY AND ALL AREAS WHICH ARE FIELD ADJUSTED DURING CONSTRUCTION.
8. CONTRACTOR SHALL RESTORE DAMAGED FINISHES AND REPLACE DAMAGED OR DEFECTIVE PAVER OR CONCRETE UNITS.
9. CONTRACTOR SHALL STAKE ALL WALKS, HARDSCAPE AND OTHER PAVED AREAS TO BE COMPLETED AND OBTAIN APPROVAL FROM OWNER'S REP. AND/OR LANDSCAPE ARCHITECT PRIOR TO CONSTRUCTION. ANY DISCREPANCIES SHALL BE RESOLVED PRIOR TO CONSTRUCTION. ANY WORK PERFORMED WITHOUT APPROVAL IS AT RISK FOR REPLACEMENT BY THE CONTRACTOR.
10. ALL FIELD ADJUSTMENTS SHALL RECEIVE APPROVAL FROM OWNER'S REP. PRIOR TO CONSTRUCTION.
11. CONSTRUCT EXPANSION JOINTS WHERE WALKS MEET CURBS, STEPS, WALLS, FIXED SLABS OR VERTICAL STRUCTURES.
12. TEMPORARY EROSION & SEDIMENT CONTROLS (SILT FENCES, ETC.) SHALL BE INSTALLED AT INLETS, PIPES, AND LIMITS OF WORK AREAS WHERE SURFACE RUN-OFF OCCURS UNTIL SOIL STABILIZATION IS COMPLETE. SEE CIVIL DRAWINGS FOR SEDIMENTATION AND EROSION CONTROL INFORMATION.
13. SEE ARCHITECTURAL PLANS FOR BUILDING INFORMATION.
14. CONTRACTOR SHALL MAINTAIN ALL GRASSED AREAS, INCLUDING REPAIR OF EROSION AREAS UNTIL GRASS HAS REACHED LEVEL OF FINAL ACCEPTANCE.
15. ALL CONSTRUCTION SHALL BE PERFORMED IN ACCORDANCE WITH CONTRACT DOCUMENTS AND ALL LOCAL, STATE, AND FEDERAL AGENCIES AND REGULATIONS.
16. CONTRACTOR SHALL PROTECT THE PUBLIC FROM CONSTRUCTION AREAS AND ASSOCIATED ACTIVITY DURING CONSTRUCTION.
17. DIGITAL BASE FILE SHALL BE MADE AVAILABLE FOR USE IN FIELD LOCATION OF ELEMENTS AND SITE FEATURES. ANY HARDCOPY INFORMATION THAT CONFLICTS SHALL BE BROUGHT TO OWNER'S REP AND/OR LANDSCAPE ARCHITECT'S ATTENTION.
18. CONTRACTOR SHALL COORDINATE CONDUIT LOCATIONS (I.E. IRRIGATION, ELECTRICAL, NATURAL GAS ETC.) PRIOR TO CONCRETE INSTALLATION
19. GRATES FOR YARD INLETS SHOULD MEET OR EXCEED A PEDESTRIAN RATING AS INDICATED BY DETAILS. SEE CIVIL DRAWINGS.

GENERAL LAYOUT NOTES:

1. ALL DIMENSIONS ARE TO EDGE OF PAVING UNLESS OTHERWISE INDICATED.
2. ALL CONCRETE SHALL BE 3,000 PSI UNLESS OTHERWISE SPECIFIED BY GEOTECHNICAL REPORT.
3. DIGITAL BASE FILE SHALL BE MADE AVAILABLE FOR USE IN FIELD LOCATION OF ELEMENTS AND SITE FEATURES. HARDCOPY INFORMATION SHALL PREVAIL.

GENERAL DETAIL NOTES:

APPLIES TO ALL DETAIL SHEETS

1. THESE NOTES SHALL APPLY TO ALL DETAILS INCLUDED IN THIS SET OF CONTRACT DOCUMENTS.
2. CONTRACTOR SHALL VERIFY ALL EXISTING CONDITIONS AND REPORT ANY DISCREPANCIES AND UNUSUAL CONDITIONS TO LANDSCAPE ARCHITECT PRIOR TO CONSTRUCTION.
3. ALL CONSTRUCTION SHALL BE IN COMPLIANCE WITH FEDERAL, STATE, AND LOCAL CODES AND REGULATIONS.
4. ALL CONCRETE SHALL BE 3,000 PSI.
5. CONSTRUCT EXPANSION JOINTS WHERE WALKS MEET CURBS, STEPS, WALLS, OR FIXED SLABS.
6. ALL WOOD, IN CONTACT WITH GROUND, UNLESS OTHERWISE SPECIFIED, SHALL BE SOUTHERN YELLOW PINE, SPIB GRADE NO. 2 COMMON OR BETTER, S4S, SIZED AS SHOWN ON DRAWINGS, TREATED AWPB LP22, 10% MAXIMUM MOISTURE CONTENT.
7. BOLTS, THREADED RODS, WASHERS, NUTS AND ALL BUILDING HARDWARE SHALL BE HOT-DIPPED GALVANIZED.
8. ALL THROUGH BOLTS TO BE SMOOTH SHAFT WITH GALVANIZED NUTS, BOLTS AND WASHERS.
9. ALL NAILS SHALL BE HOT DIPPED GALVANIZED. FINISH NAILS SHALL BE ANNULAR ALLOY ALUMINUM.
10. ALL WELDS CONTINUOUS.
11. INSTALL ALL SITE FURNISHINGS PLUMB, LEVEL, TRUE TO LINE AND AT ELEVATIONS INDICATED.
12. RESTORE DAMAGED FINISHES AND REPLACE DAMAGED OR DEFECTIVE UNITS.
13. SUBMIT SHOP DRAWINGS, PRODUCT DATA AND MAINTENANCE DATA FOR APPROVAL PRIOR TO PURCHASING, FABRICATION AND INSTALLATION.
14. CONTRACTOR TO PROVIDE MOCK-UPS FOR ALL SITE PAVING TO BE USED THROUGHOUT PROJECT TO DEMONSTRATE ALL JOINT PATTERNS, EDGE TREATMENTS AND PAVING PATTERNS.
15. WALL DETAILS SHOWN FOR DESIGN INTENT. REFER TO STRUCTURAL DRAWINGS FOR ALL WALL REINFORCEMENT AND CONSTRUCTION.

GENERAL FURNISHING NOTES:

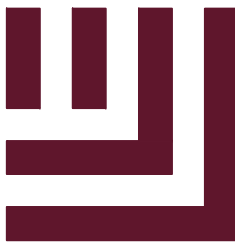
1. LOOSE FURNISHINGS BY OWNER. CONTRACTOR TO COORDINATE WITH OWNER/OWNER'S REPRESENTATIVE FOR FURTHER INFORMATION.
2. LIGHTING PLAN TO SHOW LOCATION AND FIXTURE SELECTION ONLY. CONTRACTOR TO TO COORDINATE WITH ELECTRICAL ENGINEER/CONTRACTOR FOR ALL REQUIRED SPECIFICATIONS, DATA, CONNECTIONS, OUTLETS, EQUIPMENT AND CODE REQUIREMENTS.
3. BRING ANY DISCREPANCIES THAT MIGHT EXIST BETWEEN THIS PLAN AND ANY OTHER SUBSEQUENT DRAWINGS TO THE ATTENTION OF THE LANDSCAPE ARCHITECT FOR RESOLUTION PRIOR TO PURCHASING EQUIPMENT OR INSTALLATION.

GENERAL LANDSCAPE NOTES:

1. ALL MATERIALS AND METHODS OF CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE TOWN OF TROPHY CLUB AND THE STATE OF TEXAS STANDARDS AND SPECIFICATIONS.
2. CONTRACTOR IS RESPONSIBLE FOR THE SITE INSPECTION BEFORE LANDSCAPE CONSTRUCTION AND INSTALLATION IN ORDER TO BECOME FAMILIAR WITH THE EXISTING CONDITIONS.
3. LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR LOCATING ALL UNDERGROUND UTILITIES BEFORE BEGINNING DEMOLITION OR INSTALLATION.
4. CONTRACTOR SHALL NOTIFY LANDSCAPE ARCHITECT OF ANY DISCREPANCIES BETWEEN THE NOTES, SPECIFICATIONS, DRAWINGS OR SITE CONDITIONS FOR RESOLUTION PRIOR TO INSTALLATION.
5. ANY DAMAGE TO UTILITIES SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE.
6. THIS PLAN IS FOR PLANTING PURPOSES ONLY. FOR INFORMATION REGARDING BUILDINGS, GRADING, WALLS, ETC., REFER TO ARCHITECTURE, SITE AND GRADING PLANS.
7. VERIFICATION OF TOTAL PLANT QUANTITIES AS SHOWN IN THE PLANT SCHEDULE SHALL BE THE RESPONSIBILITY OF THE LANDSCAPE CONTRACTOR. ANY DISCREPANCIES SHALL BE BROUGHT TO THE ATTENTION OF THE LANDSCAPE ARCHITECT.
8. CONTRACTOR TO ENSURE PROPER STABILIZATION AND SEEDING OF THE SITE IN ACCORDANCE WITH APPLICABLE REGULATIONS.
9. LANDSCAPE MATERIAL SHALL BE WELL FORMED, VIGOROUS, GROWING SPECIMENS WITH GROWTH TYPICAL OF VARIETIES SPECIED AND SHALL BE FREE FROM DAMAGE, INSECTS AND DISEASES. MATERIAL SHALL EQUAL OR SURPASS #1 QUALITY AS DEFINED IN THE CURRENT ISSUE OF "AMERICAN STANDARD FOR NURSERY STOCK" AS PUBLISHED BY THE AMERICAN NURSERY & LANDSCAPE ASSOCIATION.
10. ALL PLANT MATERIAL IS TO BE CAREFULLY HANDLED BY THE ROOT BALL, NOT THE TRUNK, BRANCHES AND/OR FOLIAGE OF THE PLANT. MISHANDLED PLANT MATERIAL MAY BE REJECTED BY THE LANDSCAPE ARCHITECT.
11. ALL PLANT MATERIAL IS TO BE WELL ROOTED, NOT ROOT BOUND, SUCH THAT THE ROOT BALL REMAINS INTACT THROUGHOUT THE PLANTING PROCESS. DEFICIENT PLANT MATERIAL MAY BE REJECTED BY THE LANDSCAPE ARCHITECT OR OWNER.
12. ALL PLANTS TO BE A MINIMUM OF WHAT IS SPECIED IN THE PLANT SCHEDULE. ANY CHANGES OR SUBSTITUTIONS SHALL BE APPROVED BY THE LANDSCAPE ARCHITECT AND GOVERNING JURISDICTION PRIOR TO ANY HOLE BEING DUG.
13. CONTRACTOR TO COORDINATE WITH OWNER'S REPRESENTATIVE AND LANDSCAPE ARCHITECT TO ESTABLISH THE EXTENTS OF MULCH/SEED/SOD IF NOT SPECIFICALLY SHOWN ON PLANS.
14. CONTRACTOR SHALL PROVIDE POSITIVE DRAINAGE IN ALL PLANTING AREAS.
15. REFER TO SPECIFICATION FOR MORE INFORMATION ON DELIVERY, STORAGE AND HANDLING OF PLANT MATERIAL, QUALITY ASSURANCE, PRODUCTS AND MATERIALS, SOIL TESTING AND AMENDMENTS, INSTALLATION, MAINTENANCE AND WARRANTIES, AND ADDITIONAL PLANTING REQUIREMENTS.

WARRANTY & MAINTENANCE:

1. WARRANTY: INSTALLER SHALL REPAIR OR REPLACE ANY PLANTINGS THAT FAIL IN MATERIALS, WORKMANSHIP, OR GROWTH WITHIN ONE YEAR AFTER THE DATE OF SUBSTANTIAL COMPLETION. FAILURES INCLUDE, BUT ARE NOT LIMITED TO, THE FOLLOWING:
 - DEATH AND UNSATISFACTORY GROWTH, EXCEPT FOR DEFECTS RESULTING FROM LACK OF ADEQUATE MAINTENANCE, NEGLIGENCE, ABUSE BY OWNER, OR INCIDENTS THAT ARE BEYOND CONTRACTOR'S CONTROL.
 - STRUCTURAL FAILURES INCLUDING PLANTINGS FALLING OR BLOWING OVER.
2. MAINTENANCE: INITIAL MAINTENANCE SHALL BE PROVIDED IMMEDIATELY AFTER EACH AREA IS PLANTED AND CONTINUE UNTIL SUBSTANTIAL COMPLETION. UPON SUBSTANTIAL COMPLETION, MAINTENANCE FOR ALL PLANT MATERIAL SHALL BE PROVIDED FOR ONE YEAR AT A MINIMUM SHALL INCLUDE:
 - TREE AND SHRUB MAINTENANCE: MAINTAIN PLANTINGS BY PRUNING, CULTIVATING, WATERING, WEEDING, FERTILIZING, RESTORING PLANTING SAUCERS, AND RESETTING TO PROPER GRADES OR VERTICAL POSITION, AS REQUIRED TO ESTABLISH HEALTHY, VIABLE PLANTINGS. SPRAY OR TREAT AS REQUIRED TO KEEP TREES AND SHRUBS FREE OF INSECTS AND DISEASE.
 - GROUND COVER AND PLANT MAINTENANCE: MAINTAIN AND ESTABLISH PLANTINGS BY WATERING, WEEDING, FERTILIZING, MULCHING, AND OTHER OPERATIONS AS REQUIRED TO ESTABLISH HEALTHY, VIABLE PLANTINGS.
 - PROTECT EXTERIOR PLANTS FROM DAMAGE DUE TO LANDSCAPE OPERATIONS, OPERATIONS BY OTHER CONTRACTORS AND TRADES, AND OTHERS. MAINTAIN PROTECTION DURING INSTALLATION AND MAINTENANCE PERIODS. TREAT, REPAIR, OR REPLACE DAMAGED PLANTINGS.



McADAMS

The John R. McAdams Company, Inc.
4400 State Highway 121, Suite 800
Lewisville, Texas 75056

phone 972. 436. 9712

fax 972. 436. 9715

TBPE: 19762 TBPLS: 10194440

www.mcadamsco.com

CLIENT

TOWN OF TROPHY CLUB PARKS &
RECREATION DEPARTMENT
1 TROPHY WOOD DRIVE
TROPHY CLUB, TEXAS 76262
PHONE: 682.237.2900
CHASE ELLIS



DEDICATED PICKLEBALL
COURTS
CONSTRUCTION PLANS
699 INDIAN CREEK DRIVE
TROPHY CLUB, TEXAS 76262



REVISIONS

NO. DATE

PLAN INFORMATION

PROJECT NO. TTC24001
FILENAME TTC24001-GN1.DWG
CHECKED BY MC
DRAWN BY CMK
SCALE N.T.S.
DATE 11.14.2024

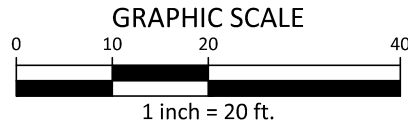
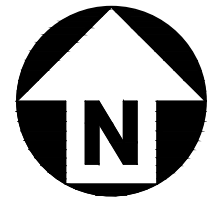
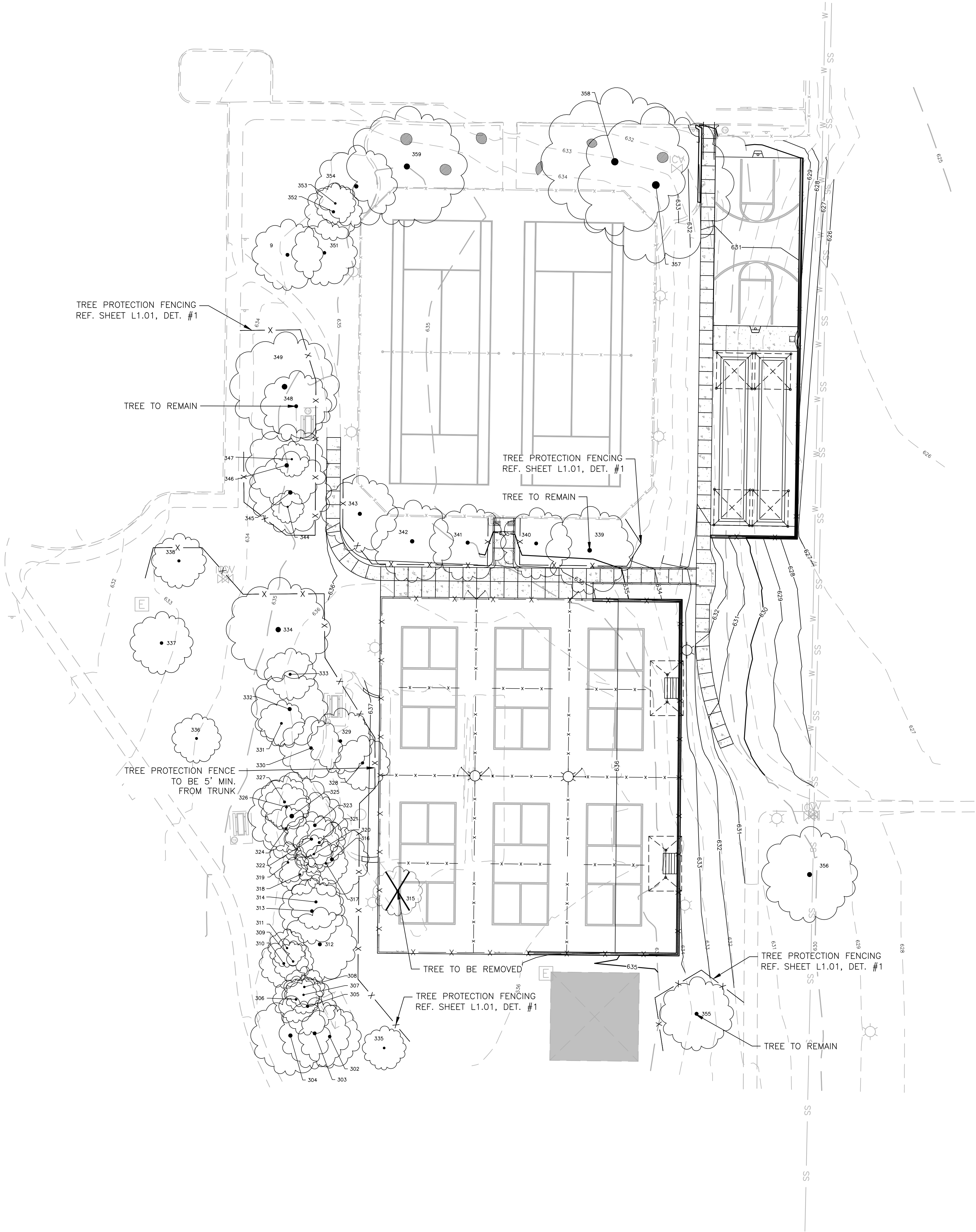
SHEET

GENERAL NOTES

L0.00

RELEASED FOR CONSTRUCTION

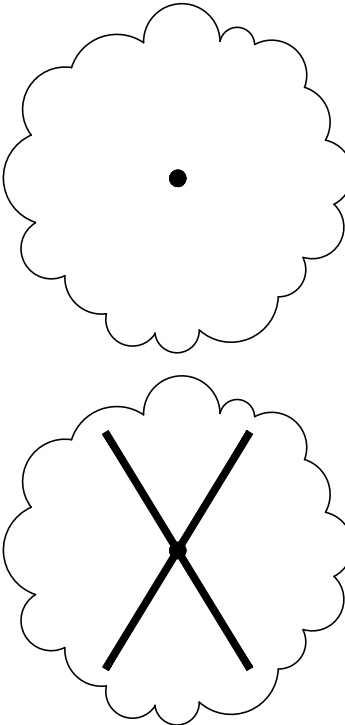
Z:\Drive\Projects\TTC\TTC24001\04-Production\Drawings\Current Drawings\TTC24001-TS1.dwg, 11/8/2024, 11:38:42 AM, Keshlyn Davis



BENCHMARKS:

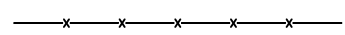
TBM#1: BOX CUT ON THE BACK OF CURB OF AN EXISTING PARKING LOT AT THE NORTHEAST CORNER OF THE MOST NORTHERLY WESTERN STRIP OF PARKING APPROXIMATELY 23' SOUTHWEST OF AN EXISTING LIGHT POLE AND APPROXIMATELY 50' SOUTHWESTERLY FROM THE SOUTHERN EDGE OF INDIAN CREEK DRIVE. ELEVATION: 633.0

LEGEND

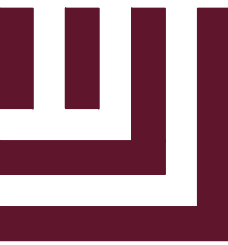


TREE TO REMAIN

TREE TO BE REMOVED



TREE PROTECTION FENCE
REF. SHEET L1.01, DET. #1



McAdams
The John R. McAdams Company, Inc.
4400 State Highway 121, Suite 800
Lewisville, Texas 75056

phone 972. 436. 9712
fax 972. 436. 9715
TBPE: 19762 TBPLS: 10194440

www.mcadamsco.com

CLIENT

TOWN OF TROPHY CLUB PARKS &
RECREATION DEPARTMENT
1 TROPHY WOOD DRIVE
TROPHY CLUB, TEXAS 76262
PHONE: 682.237.2900
CHASE ELLIS



**DEDICATED PICKLEBALL
COURTS
CONSTRUCTION PLANS
699 INDIAN CREEK DRIVE
TROPHY CLUB, TEXAS 76262**



REVISIONS

NO. DATE

PLAN INFORMATION

PROJECT NO. TTC24001
FILENAME TTC24001-TS1.DWG
CHECKED BY JEB
DRAWN BY XAD
SCALE 20 SCALE
DATE 11.14.2024

SHEET

**TREE PRESERVATION
PLAN
L1.00**

RELEASED FOR CONSTRUCTION

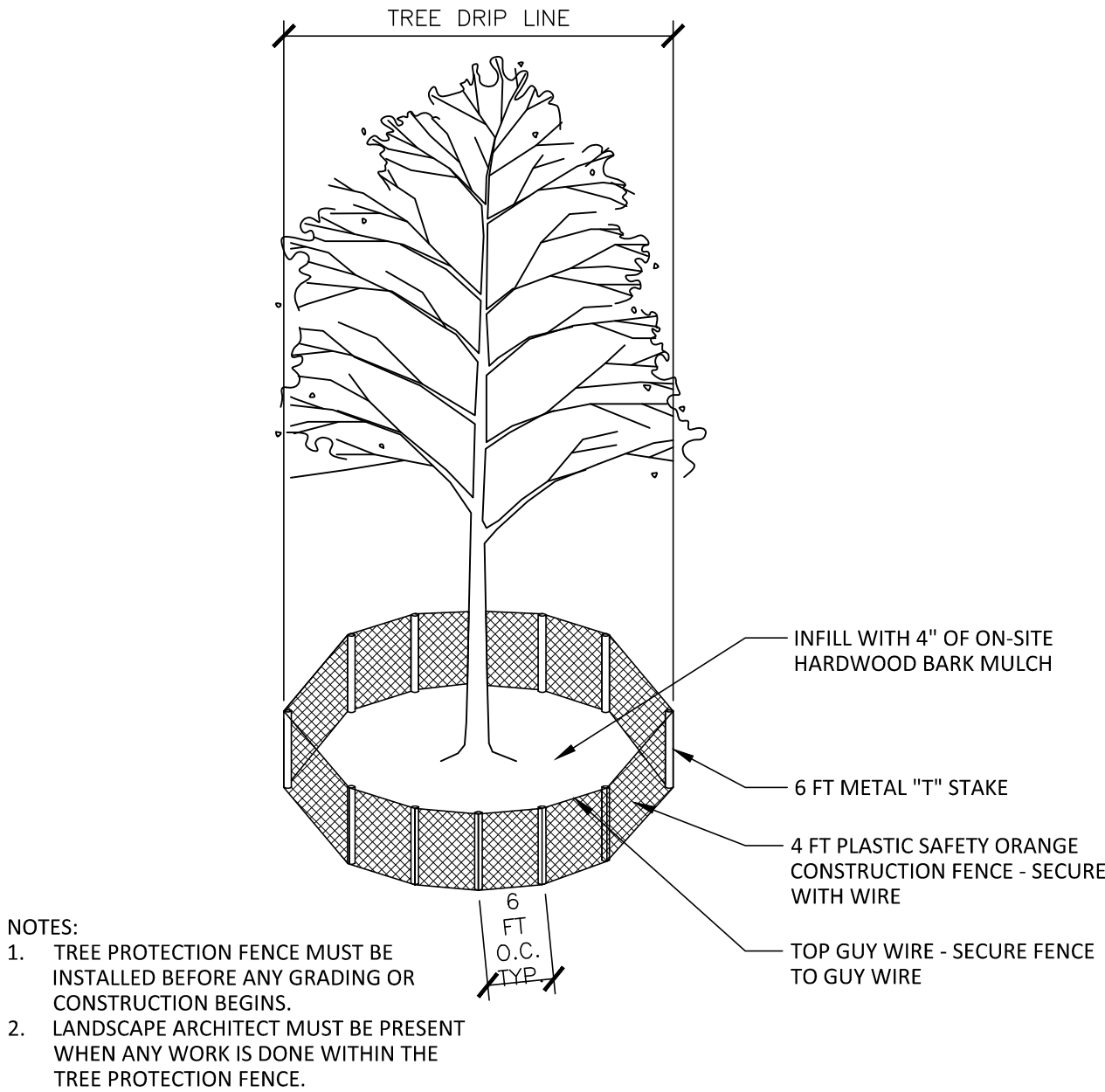
TREE PRUNING, REMOVAL AND PROTECTION MEASURES

- A. QUALITY ASSURANCE
- 1) Comply with applicable Federal, state, county and local regulations governing landscape work.
- 2) employ only experienced personnel. Provide adequate supervision by qualified foreman.
- B. JOB CONDITIONS
- 1) Coordination: Coordinate and cooperate with other contractors to enable the work to proceed as rapidly and efficiently as possible.
- 2) In order to minimize conflict, secure from the Construction Manager copies of layout drawings showing the location of all underground utility lines and other structures
- C. PRODUCTS
- 1) MULCH: Double shredded hardwood mulch free of sticks, dirt and other debris and derived from the site clearing.
- D. DEFINITIONS
- 1) CRZ: Critical Root Zone: The soil space directly under the canopy of any tree, extending out at least 7 feet from the trunk or 2/3 the distance to the drip-line, whichever is greater.
- 2) TPZ: Tree Protection Zone: The entire soil space located directly under the drip-line of any tree (the entire drip-line).
- 3) CRS: Complete Root System: The soil space directly under the drip-line of any tree and an additional 7 feet beyond said drip-line.
- 4) TPF: Tree Protection Fence: The orange safety barrier netting that shall extend around the entire circumference of the tree at the TPZ.
- E. PRE-CONSTRUCTION TREE PRUNING
- 1) Personnel Qualifications: All pruning shall be performed under the supervision of an international Society of Arboriculture (ISA) Certified Arborist.
- 2) All trees within the project area shall be pruned to:
- (i) Clear the crown of diseased, crossing, weak and dead wood to a minimum of 1 ½ inches in diameter

(ii) Provide 14 feet of vertical clearance over streets and 8 feet over sidewalks.

(iii) Remove stubs, cutting outside the wound-wood tissue that has formed around the branch.

(iv) Reduce end weight on heavy, horizontal branches by selectively removing small diameter branches, no greater than 2 to 3 inches, near the ends of the scaffolds.
- 3) Pruning cuts shall be made in accordance with ANSI 300 Pruning Standard and work shall be performed in accordance with ANSI Z133.1 Safety Standards. Pruning shall be in accordance with ISA's Best Management Practices: Tree Pruning
- 4) No more than 20 percent of live foliage shall be removed from any tree.
- 5) Brush shall be chipped and chips shall be spread underneath trees within the tree protection zone to a maximum depth of 4 inches, leaving the trunk clear of mulch.
- F. TREE REMOVAL
- 1) Trees preservation requires a commitment to preserving and maintaining retained trees, as well as removal of any unsuited trees within the Project Area.
- 2) All wood debris from all tree removals at the Project Site is to be chipped and stored on site for use in the tree preservation efforts at the discretion of the Landscape Architect.
- 3) The limits of all tree protection zones shall be staked in the field and observed by all contractors.
- 4) Any brush clearing required within the tree protection zone shall be accomplished with hand operated equipment.
- 5) Trees to be removed from within the tree protection zone shall be removed under the supervision of a Certified Arborist. The trees shall be cut near ground level and the stump ground out.
- G. TREE PROTECTION
- 1) Before beginning work, the Project Manager, Landscape Architect and/or Owner or their agents are required to meet at the site to review all work procedures, access routes, storage areas, and tree protection measures. Any intended construction activities inside the TPZ shall be clearly outlined.
- 2) Fences shall be erected to protect trees to be preserved prior to construction equipment arriving on the Project Site. Fences will define the specific protection zone for each tree or group trees.
- 3) Fences are to be maintained and remain until all site work has been completed and final landscape operations begin. Fences may not be relocated or removed without written permission from the Landscape Architect. Fences may be constructed from 6 "T" stakes and orange web fence material
- 4) All trees to be preserved shall have 4 inches of hardwood mulch applied inside the tree protection zone. This hardwood mulch shall be replenished as necessary to maintain a 4 inch depth.
- 5) Construction trailers, traffic and storage areas must remain outside fenced areas at all times.
- 6) Tree roots extend out in a straight, radial direction from the tree much like spokes on a wheel (to a depth generally not exceeding 24"). All underground utilities and drain or irrigation lines shall be routed outside the tree protection zone. If lines must traverse the protection area, they shall be tunneled or bored under the tree. Trenches "airdug" with Air Spade (registered trademark) or similar technology are the exceptions. Irrigation line may routed in any direction outside the dripline of retained trees. Irrigation lines inside the drip-line must be in a straight, radial direction towards the tree trunk and terminate in a dead end sprinkler head no grater than 7 feet from a tree trunk (irrigation lines shall not in any way bisect and therefore damage the "spoke-like" root system).
- 7) No materials, equipment, spoil, or waste or washout water may be deposited, stored, or parked within the tree protection zone.
- 8) If unintentional injury should occur to any tree during construction, it shall be reported to the Landscape Architect within six hours so that remedial action can be taken. Timeliness is critical to tree health. The cost of any remedial treatments will become the burden of the offending contracting company.
- 9) Any grading, construction, demolition, or other work that in expected to encounter tree roots must be monitored by the Landscape Architect. Specific locations or tree tag numbers should be identified.

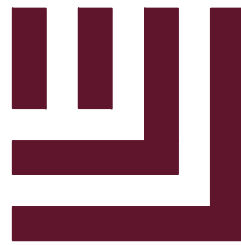


01 TREE PROTECTION FENCING

SCALE: NTS

TREE CHART

LIST #	TAG #	CALIPER "	COMMON NAME	BOTANICAL NAME	REMOVED	REMARKS
1	302	11.5, 8.5	BLACKJACK OAK	QUERCUS MARILANDICA	NO	MULTITRUNK
2	303	13	POST OAK	QUERCUS STELLATA	NO	
3	304	14.5	POST OAK	QUERCUS STELLATA	NO	
4	305	10.5	BLACKJACK OAK	QUERCUS MARILANDICA	NO	
5	306	8.5	BLACKJACK OAK	QUERCUS MARILANDICA	NO	
6	307	7	POST OAK	QUERCUS STELLATA	NO	
7	308	7.5	BLACKJACK OAK	QUERCUS MARILANDICA	NO	
8	309	7.5	POST OAK	QUERCUS STELLATA	NO	
9	310	9X2, 11	POST OAK	QUERCUS STELLATA	NO	MULTITRUNK
10	311	7X2	BLACKJACK OAK	QUERCUS MARILANDICA	NO	MULTITRUNK
11	312	13.5	POST OAK	QUERCUS STELLATA	NO	
12	313	12	POST OAK	QUERCUS STELLATA	NO	
13	314	10	POST OAK	QUERCUS STELLATA	NO	
14	315	9, 9.5, 11	BLACKJACK OAK	QUERCUS MARILANDICA	YES	MULTITRUNK
15	316	13.5	POST OAK	QUERCUS STELLATA	NO	
16	317	8	POST OAK	QUERCUS STELLATA	NO	
17	318	7.5	BLACKJACK OAK	QUERCUS MARILANDICA	NO	
18	319	7.5, 11.5, 10.5, 6	BLACKJACK OAK	QUERCUS MARILANDICA	NO	MULTITRUNK
19	320	7	POST OAK	QUERCUS STELLATA	NO	
20	321	9.5	BLACKJACK OAK	QUERCUS MARILANDICA	NO	
21	322	10	BLACKJACK OAK	QUERCUS MARILANDICA	NO	
22	323	12	BLACKJACK OAK	QUERCUS MARILANDICA	NO	
23	324	8.5	POST OAK	QUERCUS STELLATA	NO	
24	325	16	POST OAK	QUERCUS STELLATA	NO	
25	326	8.5	BLACKJACK OAK	QUERCUS MARILANDICA	NO	
26	327	9.5	BLACKJACK OAK	QUERCUS MARILANDICA	NO	
27	328	10, 12	BLACKJACK OAK	QUERCUS MARILANDICA	NO	MULTITRUNK
28	329	12	POST OAK	QUERCUS STELLATA	NO	
29	330	11.5	POST OAK	QUERCUS STELLATA	NO	
30	331	8.5	RED BUD	CERCIS CANADENSIS	NO	
31	332	14	POST OAK	QUERCUS STELLATA	NO	
32	333	9.5	POST OAK	QUERCUS STELLATA	NO	
33	334	19	PAPER MULBERRY	BROUSSONETIA	NO	
34	335	8	BLACKJACK OAK	QUERCUS MARILANDICA	NO	
35	336	9	CEDAR ELM	ULMUS CRASSIFOLIA	NO	
36	337	11.5	CEDAR ELM	ULMUS CRASSIFOLIA	NO	
37	338	10	POST OAK	QUERCUS STELLATA	NO	
38	339	16	BRADFORD PEAR	PYRUS CALLERYANA	NO	
39	340	13	BRADFORD PEAR	PYRUS CALLERYANA	NO	
40	341	14	BRADFORD PEAR	PYRUS CALLERYANA	NO	
41	342	15	BRADFORD PEAR	PYRUS CALLERYANA	NO	
42	343	14	BRADFORD PEAR	PYRUS CALLERYANA	NO	
43	344	6	HACKBERRY	CELTIS OCCIDENTALIS	NO	
44	345	15	POST OAK	QUERCUS STELLATA	NO	
45	346	15	POST OAK	QUERCUS STELLATA	NO	
46	347	6.5X2, 9.5, 12.5	POST OAK	QUERCUS STELLATA	NO	MULTITRUNK
47	348	13	POST OAK	QUERCUS STELLATA	NO	
48	349	20	POST OAK	QUERCUS STELLATA	NO	
49	350	13, 13, 9	BLACKJACK OAK	QUERCUS MARILANDICA	NO	MULTITRUNK
50	351	12	BLACKJACK OAK	QUERCUS MARILANDICA	NO	
51	352	10.5	BLACKJACK OAK	QUERCUS MARILANDICA	NO	
52	353	7.5	BLACKJACK OAK	QUERCUS MARILANDICA	NO	
53	354	15	BRADFORD PEAR	PYRUS CALLERYANA	NO	
54	355	13.5	RED OAK	QUERCUS RUBRA	NO	
55	356	17.5	LIVE OAK	QUERCUS VIRGINIANA	NO	
56	357	28.5	BRADFORD PEAR	PYRUS CALLERYANA	NO	
57	358	27	BRADFORD PEAR	PYRUS CALLERYANA	NO	
58	359	22	BRADFORD PEAR	PYRUS CALLERYANA	NO	



McADAMS

The John R. McAdams Company, Inc.
4400 State Highway 121, Suite 800
Lewisville, Texas 75056

phone 972. 436. 9712
fax 972. 436. 9715
TBPE: 19762 TBP.LS: 10194440

www.mcadamsco.com

CLIENT

TOWN OF TROPHY CLUB PARKS &
RECREATION DEPARTMENT
1 TROPHY WOOD DRIVE
TROPHY CLUB, TEXAS 76262
PHONE : 682.237.2900
CHASE ELLIS



DEDICATED PICKLEBALL
COURTS
CONSTRUCTION PLANS
699 INDIAN CREEK DRIVE
TROPHY CLUB, TEXAS 76262



REVISIONS

NO. DATE

PLAN INFORMATION

PROJECT NO. TTC24001
FILENAME TTC24001-TS1.DWG
CHECKED BY JEB
DRAWN BY XAD
SCALE N.T.S.
DATE 11.14.2024

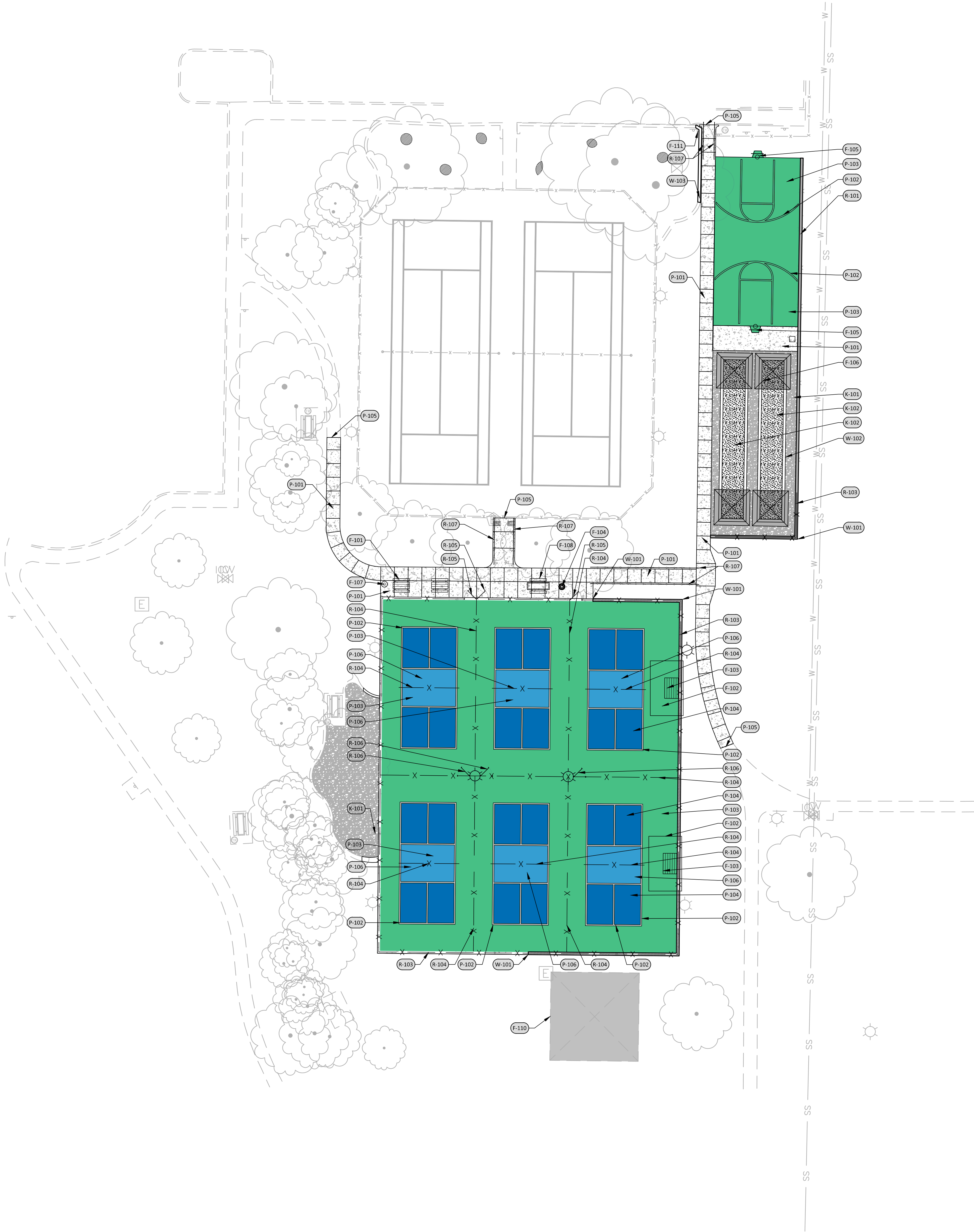
SHEET

TREE PRESERVATION
NOTES

L1.01

RELEASED FOR CONSTRUCTION

Z:\Drive\Projects\TTC\TTC24001\04-Production\Planning and Design\Construction Drawings\TTC24001-S1.dwg, 11/8/2024 11:38:56 AM, Xochilyn Davis



BENCHMARKS:

TBM#1: BOX CUT ON THE BACK OF CURB OF AN EXISTING PARKING LOT AT THE NORTHEAST CORNER OF THE MOST NORTHERLY WESTERN STRIP OF PARKING APPROXIMATELY 23' SOUTHWEST OF AN EXISTING LIGHT POLE AND APPROXIMATELY 50' SOUTHWESTERLY FROM THE SOUTHERN EDGE OF INDIAN CREEK DRIVE. ELEVATION: 633.0

GENERAL SHEET NOTES:

1. DOWEL AND EPOXY CONCRETE SIDEWALK WITH NO. 4 REBAR AT 12" O.C. AT ALL EXISTING-TO-PROPOSED CONCRETE SIDEWALK PAVEMENT CONNECTIONS.
2. PERIMETER WALLS OF BOCCIE BALL COURTS TO BE REMOVED AND STONE BLOCKS ARE TO BE RESERVED FOR REINSTALLATION.
3. CHAMPIONSHIP PLAQUES ARE TO BE RE-INSTALLED PER LOCATIONS SPECIFIED IN THE HARDSCAPE DETAILS. SHEET L4.01- SITE, PAVING AND MATERIALS DETAILS.
4. BOCCIE BALL COURT SHADE STRUCTURE POLES ARE TO BE REMOVED AND RESERVED FOR REINSTALLATION. PROPOSED LOCATION SPECIFIED ON SHEET L4.01- SITE, PAVING AND MATERIALS DETAILS.
5. PROPOSED BASKETBALL GOALS SPECIFIED ON SHEET L4.01 - SITE, PAVING AND MATERIALS DETAILS.
6. LIGHT POLES TO BE REMOVED AND RESERVED FOR REINSTALLATION. PROPOSED LOCATIONS SPECIFIED ON SHEET L6.01 - LIGHTING DETAILS.

LEGEND

REFERENCE NOTES SCHEDULE

SYMBOL	CODE	DESCRIPTION
--------	------	-------------

FURNISHINGS

	(F-101)	PICNIC TABLE
	(F-102)	SHADE SAIL
	(F-103)	BLEACHERS
	(F-104)	TRASH RECEPTACLE
	(F-105)	BASKETBALL GOAL
	(F-106)	RELOCATED BOCCIE BALL SHADE SAILS
	(F-107)	RELOCATED TRASH RECEPTACLE
	(F-108)	RELOCATED PICNIC TABLE
	(F-110)	EXISTING PAVILION
	(F-111)	RE-INSTALL EXISTING BOLLARD

SYMBOL	CODE	DESCRIPTION
--------	------	-------------

ROCK

	(K-101)	STABILIZED DECOMPOSED GRANITE
	(K-102)	BOCCIE COURT DECOMPOSED GRANITE

SYMBOL	CODE	DESCRIPTION
--------	------	-------------

PAVING

	(P-101)	CONCRETE SIDEWALK
	(P-102)	COURT STRIPING - TEXTURED WHITE
	(P-103)	COURT SURFACING - LIGHT GREEN
	(P-104)	COURT SURFACING - LIGHT BLUE
	(P-105)	DOWEL AND EPOXY WITH NO. 4 REBAR AT 12" O.C.
	(P-106)	COURT SURFACING - ICE BLUE

SYMBOL	CODE	DESCRIPTION
--------	------	-------------

RAILING, FENCES, AND GATES

	(R-101)	RELOCATED BASKETBALL FENCE
	(R-102)	BASKETBALL FENCING - MATCH EXISTING HEIGHT AND FINISH
	(R-103)	PERIMETER FENCING
	(R-104)	DIVIDER NETTING
	(R-105)	PERIMETER FENCING GATE
	(R-106)	DIVIDER NETTING GATE
	(R-107)	HANDRAIL AT RAMP

SYMBOL	CODE	DESCRIPTION
--------	------	-------------

WALLS AND CURBS

	(W-101)	RETAINING WALL
	(W-102)	BOCCIE BALL PERIMETER WALL
	(W-103)	REPLACE STONE TO MATCH EXISTING WALL



GRAPHIC SCALE
0 10 20 40
1 inch = 20 ft.

CLIENT

TOWN OF TROPHY CLUB PARKS &
RECREATION DEPARTMENT
1 TROPHY WOOD DRIVE
TROPHY CLUB, TEXAS 76262
PHONE: 682.237.2900
CHASE ELLIS



**DEDICATED PICKLEBALL
COURTS
CONSTRUCTION PLANS
699 INDIAN CREEK DRIVE
TROPHY CLUB, TEXAS 76262**



REVISIONS

NO. DATE

PLAN INFORMATION

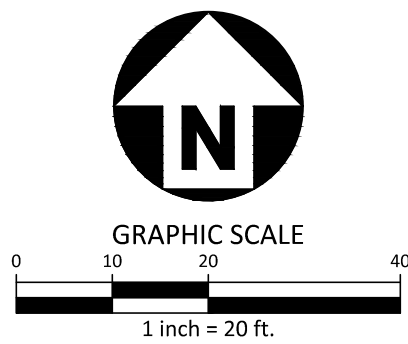
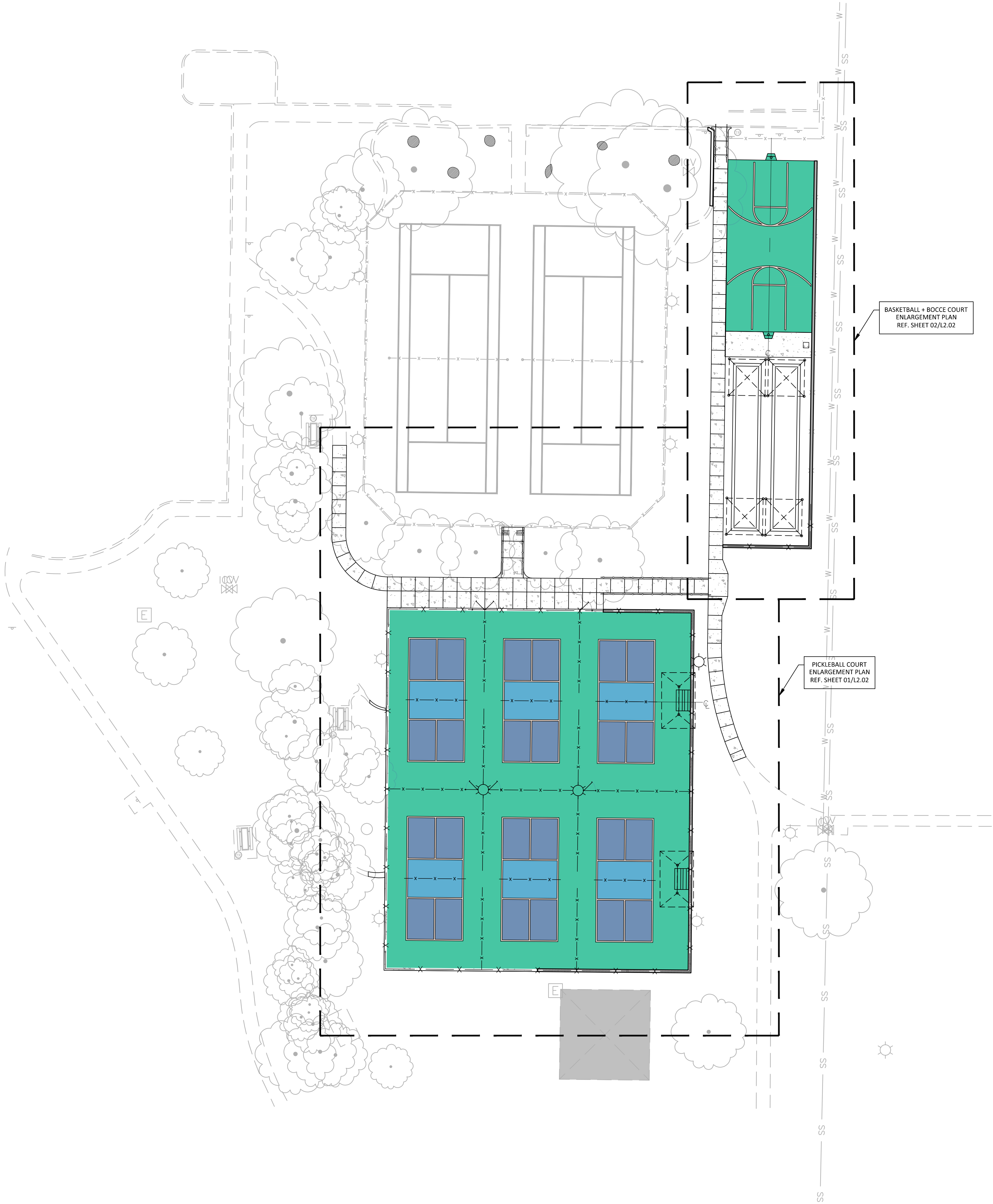
PROJECT NO. TTC24001
FILENAME TTC24001-S1.DWG
CHECKED BY JEB
DRAWN BY XAD
SCALE 20 SCALE
DATE 11.14.2024

SHEET

**SITE, PAVING, AND
MATERIALS PLAN
L2.00**

RELEASED FOR CONSTRUCTION

Z:\Drive\Projects\TTC\TTC24001\04-Production\Planning and Design\Construction Drawings\Current Drawings\TTC24001-DMC1.dwg, 11/8/2024, 11:53:00 AM, Xochihy Davis



BENCHMARKS:

TBM#1: BOX CUT ON THE BACK OF CURB OF AN EXISTING PARKING LOT AT THE NORTHEAST CORNER OF THE MOST NORTHERLY WESTERN STRIP OF PARKING APPROXIMATELY 23' SOUTHWEST OF AN EXISTING LIGHT POLE AND APPROXIMATELY 50' SOUTHWESTERLY FROM THE SOUTHERN EDGE OF INDIAN CREEK DRIVE. ELEVATION: 633.0

GENERAL NOTES:

1. TYPICAL RADII IS 3' UNLESS OTHERWISE NOTED.
2. THE CONTRACTOR SHALL FIELD VERIFY LOCATIONS AND DEPTHS OF EXISTING UTILITIES PRIOR TO START OF CONSTRUCTION AND TAKES RISK OF UNKNOWN CONDITIONS.
3. SIDEWALK RAMP AND DRIVEWAY CROSSINGS ARE TO BE DESIGNED AND INSTALLED SO THEY ARE IN COMPLIANCE WITH THE TEXAS ACCESSIBILITY STANDARDS AND ADA.
4. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO PROTECT ALL PUBLIC UTILITIES DURING THE CONSTRUCTION OF THIS PROJECT. ALL MANHOLES, CLEANOUTS, VALVE BOXES, FIRE HYDRANTS, ETC. MUST BE ADJUSTED TO PROPER LINE AND GRADE BY THE CONTRACTOR PRIOR TO AND AFTER PLACING OF PERMANENT PAVING. UTILITIES MUST BE MAINTAINED TO PROPER LINE AND GRADE DURING CONSTRUCTION OF THIS PROJECT.
5. REFER TO DETAIL ON SHEET L4.XX FOR CONNECTING TO EXISTING PAVEMENT.



phone 972. 436. 9712
fax 972. 436. 9715
TBPE: 19762 TBPIS: 10194440

www.mcadamsco.com

CLIENT

TOWN OF TROPHY CLUB PARKS & RECREATION DEPARTMENT
1 TROPHY WOOD DRIVE
TROPHY CLUB, TEXAS 76262
PHONE: 682.237.2900
CHASE ELLIS



**DEDICATED PICKLEBALL
COURTS
CONSTRUCTION PLANS
699 INDIAN CREEK DRIVE
TROPHY CLUB, TEXAS 76262**



REVISIONS

NO. DATE

PLAN INFORMATION

PROJECT NO. TTC24001
FILENAME TTC24001-DMC1.DWG
CHECKED BY JEB
DRAWN BY XAD
SCALE 20 SCALE
DATE 11.14.2024

SHEET

**DIMENSIONAL CONTROL
PLAN**

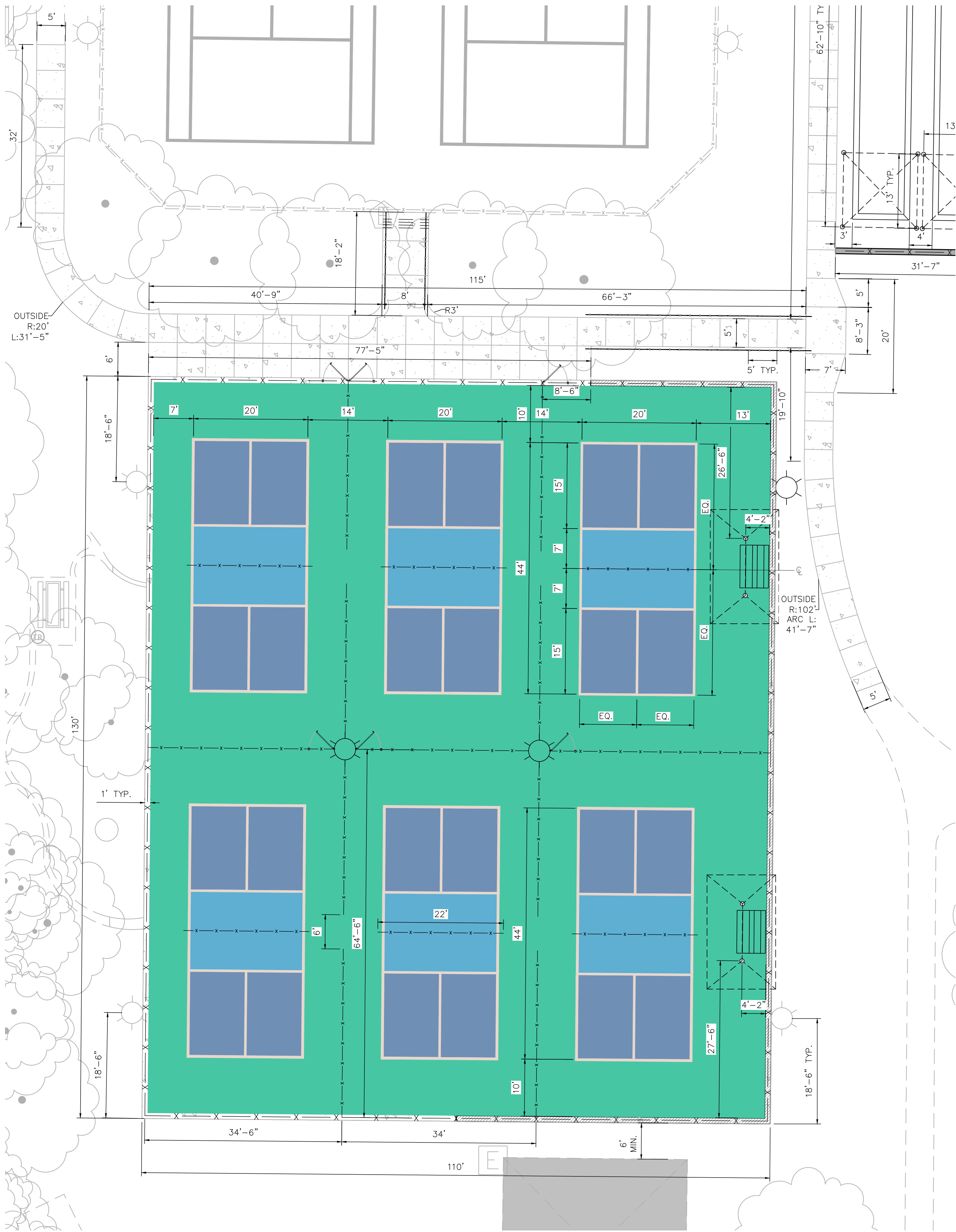
L2.01

RELEASED FOR CONSTRUCTION

Z:\Drawn\Projects\TTC\TTC24001\04-Production\Planning and Design\Construction Drawings\Current Drawings\TTC24001-DMC1.dwg, 11/8/2024 1:55:15 PM, Xochitl Davis

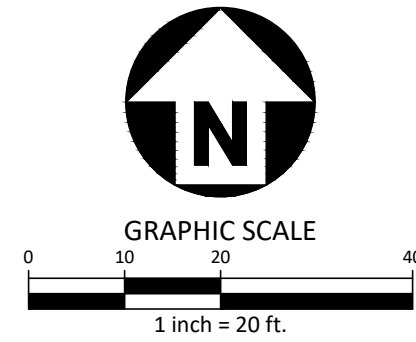
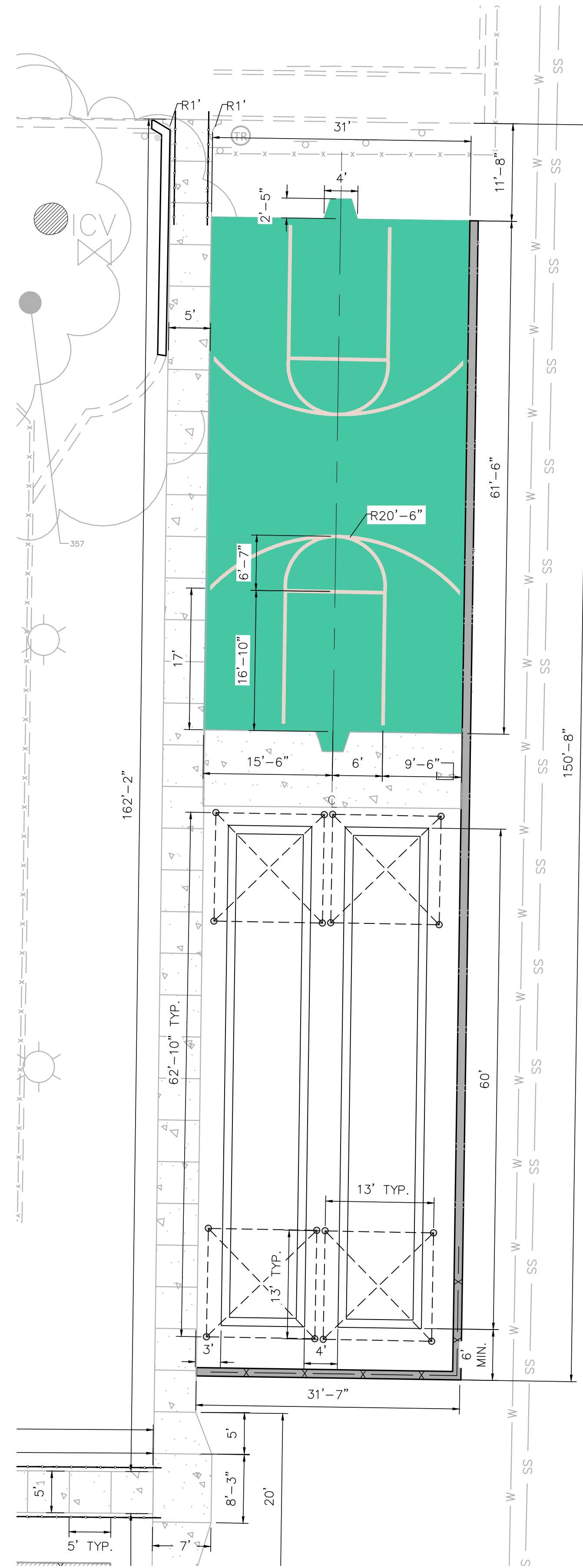
01 PICKLEBALL COURT ENLARGEMENT PLAN

SCALE: 1"=10'-0"



02 BASKETBALL + BOCCIE COURT ENLARGEMENT PLAN

SCALE: 1"=10'-0"



BENCHMARKS:

TBM#1: BOX CUT ON THE BACK OF CURB OF AN EXISTING PARKING LOT AT THE NORTHEAST CORNER OF THE MOST NORTHERLY WESTERN STRIP OF PARKING APPROXIMATELY 23' SOUTHWEST OF AN EXISTING LIGHT POLE AND APPROXIMATELY 50' SOUTHWESTERLY FROM THE SOUTHERN EDGE OF INDIAN CREEK DRIVE. ELEVATION: 633.0

GENERAL NOTES:

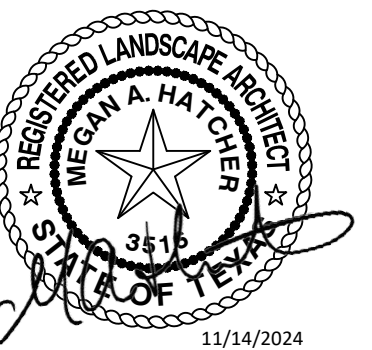
1. TYPICAL RADII IS 3' UNLESS OTHERWISE NOTED.
2. THE CONTRACTOR SHALL FIELD VERIFY LOCATIONS AND DEPTHS OF EXISTING UTILITIES PRIOR TO START OF CONSTRUCTION AND TAKES RISK OF UNKNOWN CONDITIONS.
3. SIDEWALK RAMP AND DRIVEWAY CROSSINGS ARE TO BE DESIGNED AND INSTALLED SO THEY ARE IN COMPLIANCE WITH THE TEXAS ACCESSIBILITY STANDARDS AND AMERICAN DISABILITIES ACT.
4. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO PROTECT ALL PUBLIC UTILITIES DURING THE CONSTRUCTION OF THIS PROJECT. ALL MANHOLES, CLEANOUTS, VALVE BOXES, FIRE HYDRANTS, ETC. MUST BE ADJUSTED TO PROPER LINE AND GRADE BY THE CONTRACTOR PRIOR TO AND AFTER PLACING OF PERMANENT PAVING. UTILITIES MUST BE MAINTAINED TO PROPER LINE AND GRADE DURING CONSTRUCTION OF THIS PROJECT.
5. REFER TO DETAIL ON SHEET L4.00 FOR CONNECTING TO EXISTING PAVEMENT.

CLIENT

TOWN OF TROPHY CLUB PARKS &
RECREATION DEPARTMENT
1 TROPHY WOOD DRIVE
TROPHY CLUB, TEXAS 76262
PHONE: 682.237.2900
CHASE ELLIS



DEDICATED PICKLEBALL COURTS CONSTRUCTION PLANS 699 INDIAN CREEK DRIVE TROPHY CLUB, TEXAS 76262



REVISIONS

NO. DATE

PLAN INFORMATION

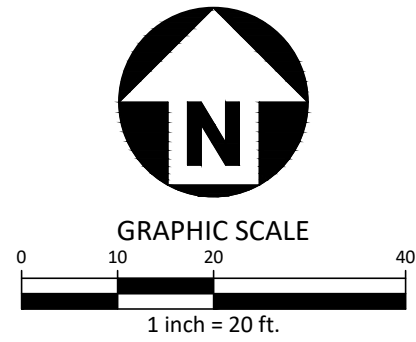
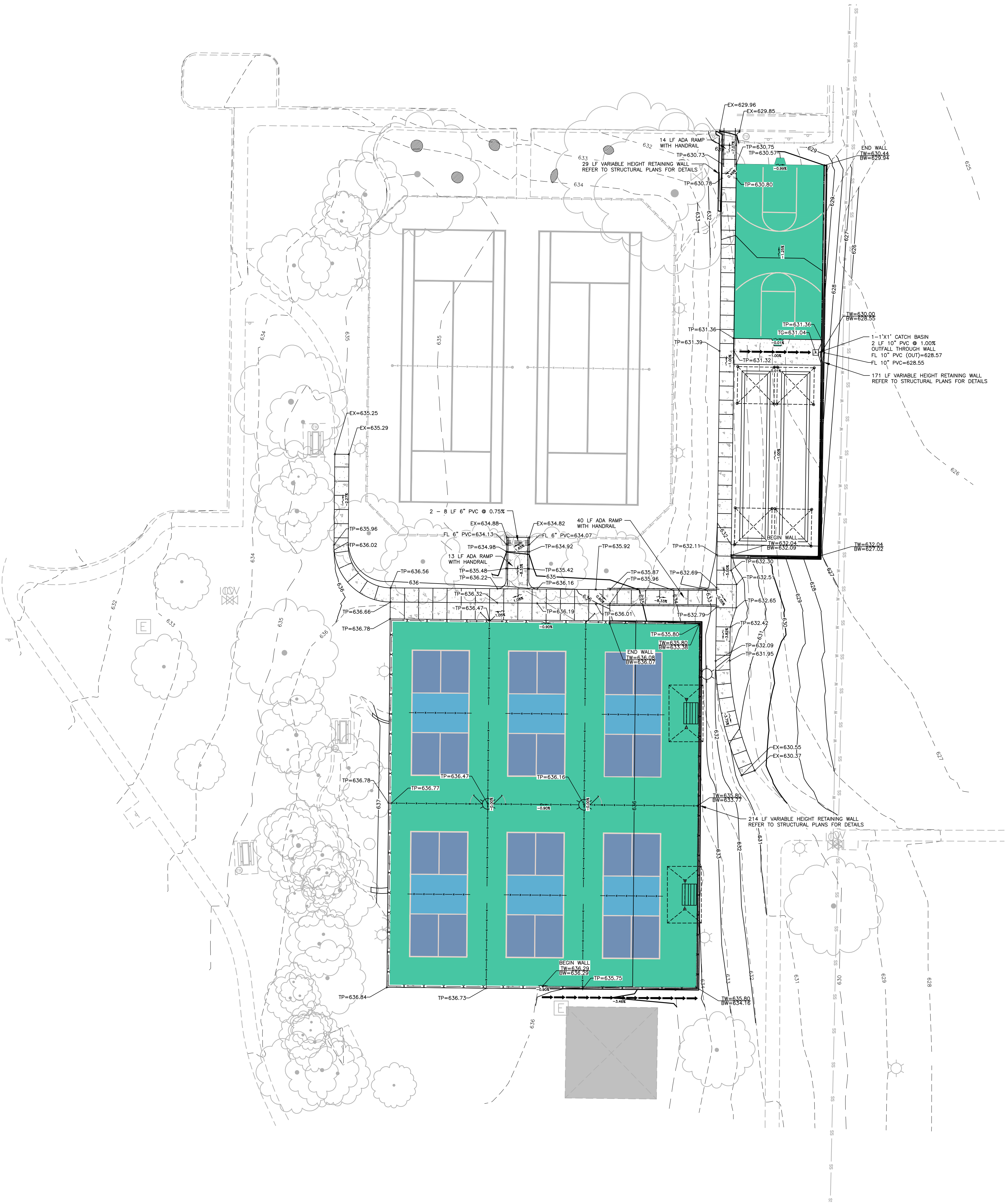
PROJECT NO. TTC24001
FILENAME TTC24001-DMC1.DWG
CHECKED BY JEB
DRAWN BY XAD
SCALE 20 SCALE
DATE 11.14.2024

SHEET

DIMENSIONAL CONTROL ENLARGEMENT PLANS

L2.02

Z:\Draw\Projects\TTC\TTC24001\04-Production\Planning and Design\Construction Drawings\Current Drawings\TTC24001-G1.dwg, 11/6/2024 11:56:47 AM, Cara King



BENCHMARKS:

TBM#1: BOX CUT ON THE BACK OF CURB OF AN EXISTING PARKING LOT AT THE NORTHEAST CORNER OF THE MOST NORTHERLY WESTERN STRIP OF PARKING APPROXIMATELY 23' SOUTHWEST OF AN EXISTING LIGHT POLE AND APPROXIMATELY 50' SOUTHWESTERLY FROM THE SOUTHERN EDGE OF INDIAN CREEK DRIVE. ELEVATION: 633.0

GRADING NOTES:

- ALL DIMENSIONS AND GRADES SHOWN ON THE PLANS SHALL BE FIELD VERIFIED BY THE CONTRACTOR PRIOR TO CONSTRUCTION. CONTRACTOR SHALL NOTIFY THE ENGINEER IF ANY DISCREPANCIES EXIST PRIOR TO PROCEEDING WITH CONSTRUCTION, FOR NECESSARY PLAN OR GRADE CHANGES. NO EXTRA COMPENSATION SHALL BE PAID TO THE CONTRACTOR FOR ANY WORK DONE DUE TO DIMENSIONS OR GRADES SHOWN INCORRECTLY ON THESE PLANS IF SUCH NOTIFICATION HAS NOT BEEN GIVEN.
- OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA) STANDARDS FOR EXCAVATIONS; FINAL RULE 29CFR PART 1926, SUBPART "P" APPLIES TO ALL EXCAVATIONS EXCEEDING FIVE (5) FEET IN DEPTH. EXCAVATION EXCEEDING TWENTY (20) FEET IN DEPTH REQUIRES THE DESIGN OF A TRENCH SAFETY SYSTEM BY A REGISTERED PROFESSIONAL ENGINEER, PROVIDED BY CONTRACTOR RESPONSIBLE FOR EXCAVATION.
- CONSTRUCTION, MAINTENANCE AND REMOVAL OF ALL EROSION CONTROL DEVICES ARE THE RESPONSIBILITY OF THE GENERAL CONTRACTOR. TIMING OF REMOVAL SHALL BE COORDINATED WITH THE EROSION CONTROL INSPECTOR.
- EXISTING UTILITIES AND STRUCTURES SHOWN, BOTH UNDERGROUND AND ABOVE GROUND, ARE BASED ON A FIELD SURVEY AND THE BEST AVAILABLE RECORD DRAWINGS. THE CONTRACTOR SHALL VERIFY FIELD CONDITIONS PRIOR TO BEGINNING RELATED CONSTRUCTION. ANY DISCREPANCIES SHALL BE REPORTED TO THE ENGINEER IMMEDIATELY.
- SOIL UNDER BUILDINGS, PAVED AREAS AND WITHIN SLOPES GREATER THAN 3:1 (H:V) SHALL BE APPROVED, PLACED AND COMPACTED AS RECOMMENDED BY THE GEOTECHNICAL ENGINEER.

LEGEND

■	CATCH BASIN
■	DROP INLET
■	STORM SERVICE INLET
→	DRAINAGE FLOW ARROW
—	TOP & BOTTOM CURB ELEVATIONS
—	TOP OF WALL ELEVATION
—	BOTTOM OF WALL ELEVATION
—	(NOTE: BOTTOM OF WALL IS GROUND ELEVATION, NOT WALL FOUNDATION)
—	SPOT ELEVATION
— TP — TP —	TREE PROTECTION FENCE
— LD —	LIMITS OF DISTURBANCE
250	MAJOR CONTOUR
251	MINOR CONTOUR
250	EXISTING MAJOR CONTOUR
251	EXISTING MINOR CONTOUR
—	EASEMENT LINE
TP	TOP OF PAVEMENT
TF	TOP OF FOUNDATION
TR	TOP OF ROCK
TG	TOP OF GRATE
FG	FINISH GRADE
EP	EXISTING TOP OF PAVEMENT
EG	EXISTING GRADE
BOC	BACK OF CURB
[]	EXISTING ELEVATION IN FIELD

CLIENT

TOWN OF TROPHY CLUB PARKS &
RECREATION DEPARTMENT
1 TROPHY WOOD DRIVE
TROPHY CLUB, TEXAS 76262
PHONE: 682.237.2900
CHASE ELLIS



DEDICATED PICKLEBALL COURTS CONSTRUCTION PLANS 699 INDIAN CREEK DRIVE TROPHY CLUB, TEXAS 76262



REVISIONS

NO. DATE

PLAN INFORMATION

PROJECT NO. TTC24001
FILENAME TTC24001-G1.DWG
CHECKED BY MC
DRAWN BY CMK
SCALE 20 SCALE
DATE 11.14.2024

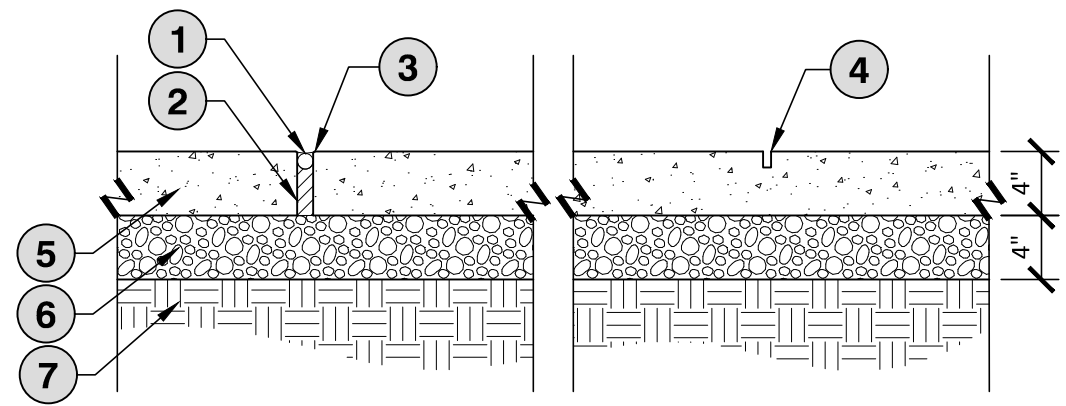
SHEET

GRADING PLAN

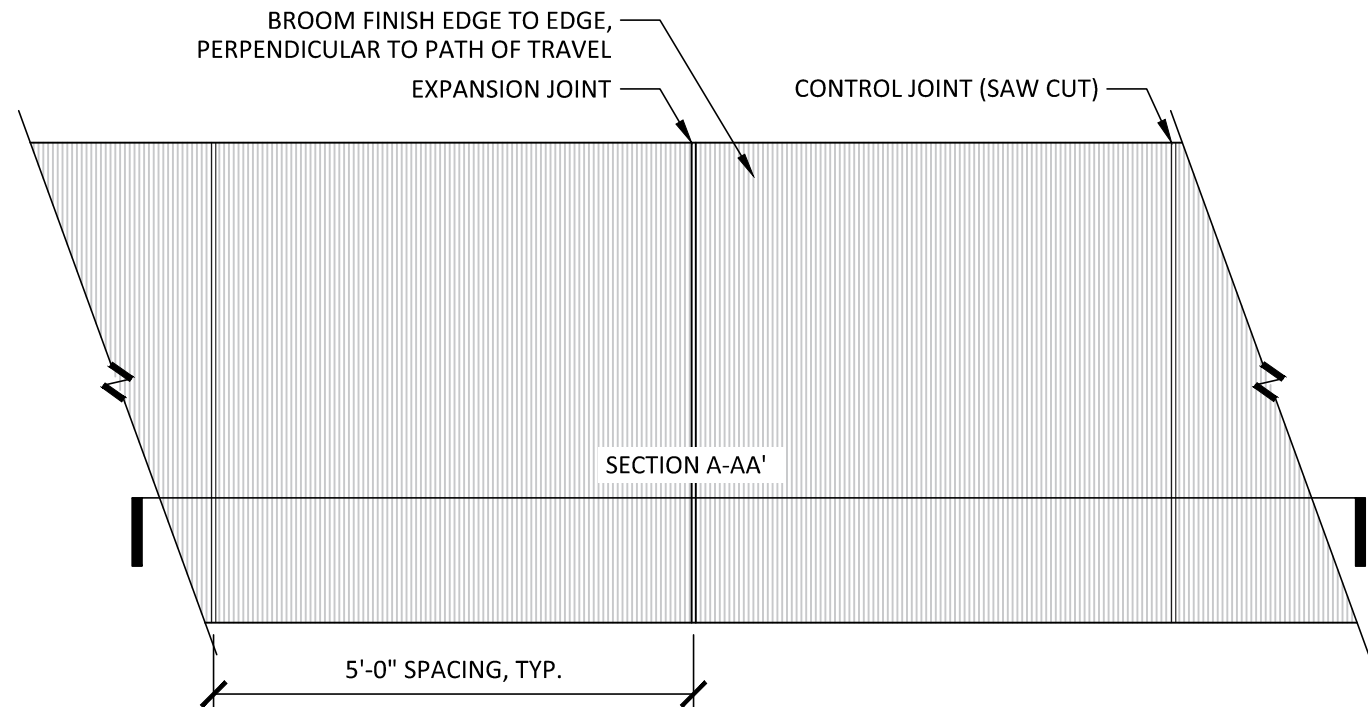
L3.00

RELEASED FOR CONSTRUCTION

SECTION A-AA'



- 1 BACKER ROD (STRAIGHT JOINTS ONLY)
- 2 SEAL PREFORMED FIBER EXPANSION JOINT WITH COLORED JOINT SEALANT/CAULK. COLOR SHALL MATCH ADJACENT CONCRETE AND BE APPROVED BY OWNER'S REPRESENTATIVE
- 3 TOOLED EDGE (1/8" RADIUS)
- 4 SCORE JOINT (TYP) SAW CUT 1" DEEP MINIMUM
- 5 ADJACENT PAVING OR VERTICAL SURFACE
- 6 COMPACTED SUBGRADE MEETING STRUCTURAL AND GEOTECHNICAL REQUIREMENTS

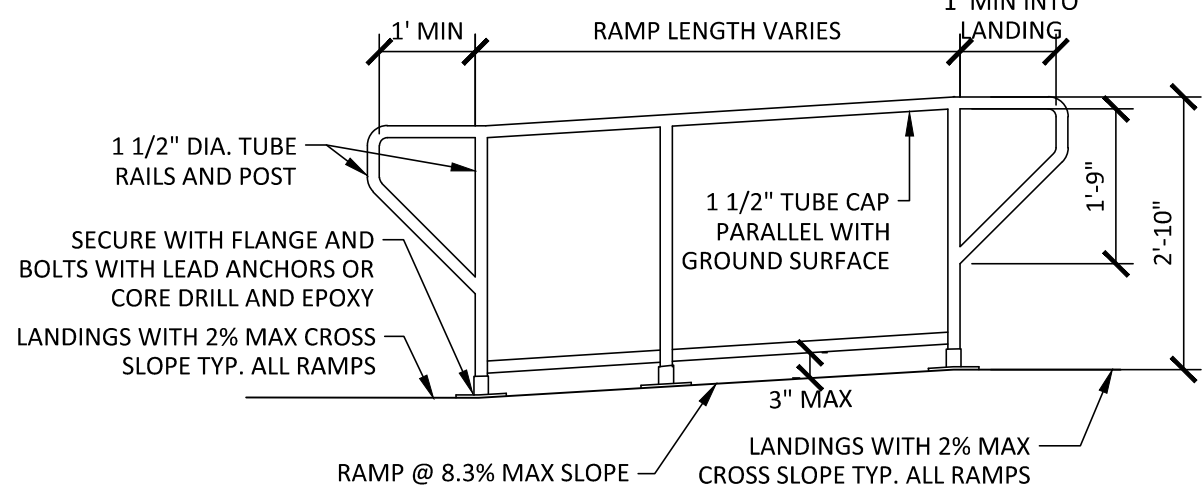


NOTES:

1. EXPANSION JOINTS SHALL BE INSTALLED WHERE CONCRETE PAVEMENT ABUTS ALL VERTICAL SURFACES INCLUDING BUT NOT LIMITED TO ALL BUILDINGS, STRUCTURES, STAIRS, CURBS, COLUMNS, WALLS, LIGHT POLES, ETC.
2. WHERE WALK ABUTS RIGID STRUCTURE, JOINT SHALL BE WATERTIGHT.
3. PROVIDE EXPANSION JOINTS @ 10' O.C. MAX UNLESS OTHERWISE SHOWN/ REQUIRED. (SEE MATERIALS PLAN)
4. CONTROL JOINT SPACING SHALL BE EQUAL TO SIDEWALK WIDTH BUT IN NO INSTANCE EXCEED 6'. SEE MATERIALS PLAN FOR ALL OTHER JOINT SPACING)
5. SAW CUT TO A MIN. DEPTH OF 1". CONTRACTOR TO CLOSELY COORDINATE LOCATIONS AND DESIGNS PRIOR TO AND DURING CONSTRUCTION.
6. ALL CONCRETE SHALL BE 3,000 PSI UNLESS OTHERWISE REQUIRED BY PROJECT SPECIFICATIONS.
7. CONCRETE AND BASE DEPTH TO BE VERIFIED BY GEOTECHNICAL ENGINEER. DEPTHS MAY BE MODIFIED TO MEET ALL LOADING REQUIREMENTS.
8. REFER TO STRUCTURAL RECOMMENDATIONS FOR CONCRETE REINFORCEMENT.
9. REFER TO DETAILED LAYOUT PLAN FOR SIDEWALK LOCATIONS, TYPES AND WIDTHS.
10. USE THIS DETAIL FOR TYPICAL JOINT SPACING WHEN NO SPECIFIC JOINT SPACING IS INDICATED ON PLANS.
11. CONTROL JOINT SPACING SHALL BE EQUAL TO SIDEWALK WIDTH BUT IN NO INSTANCE EXCEED 6'. SEE MATERIALS PLAN FOR ALL OTHER JOINT SPACING.
12. MAXIMUM SIDEWALK CROSS-SLOPE IS 2%.

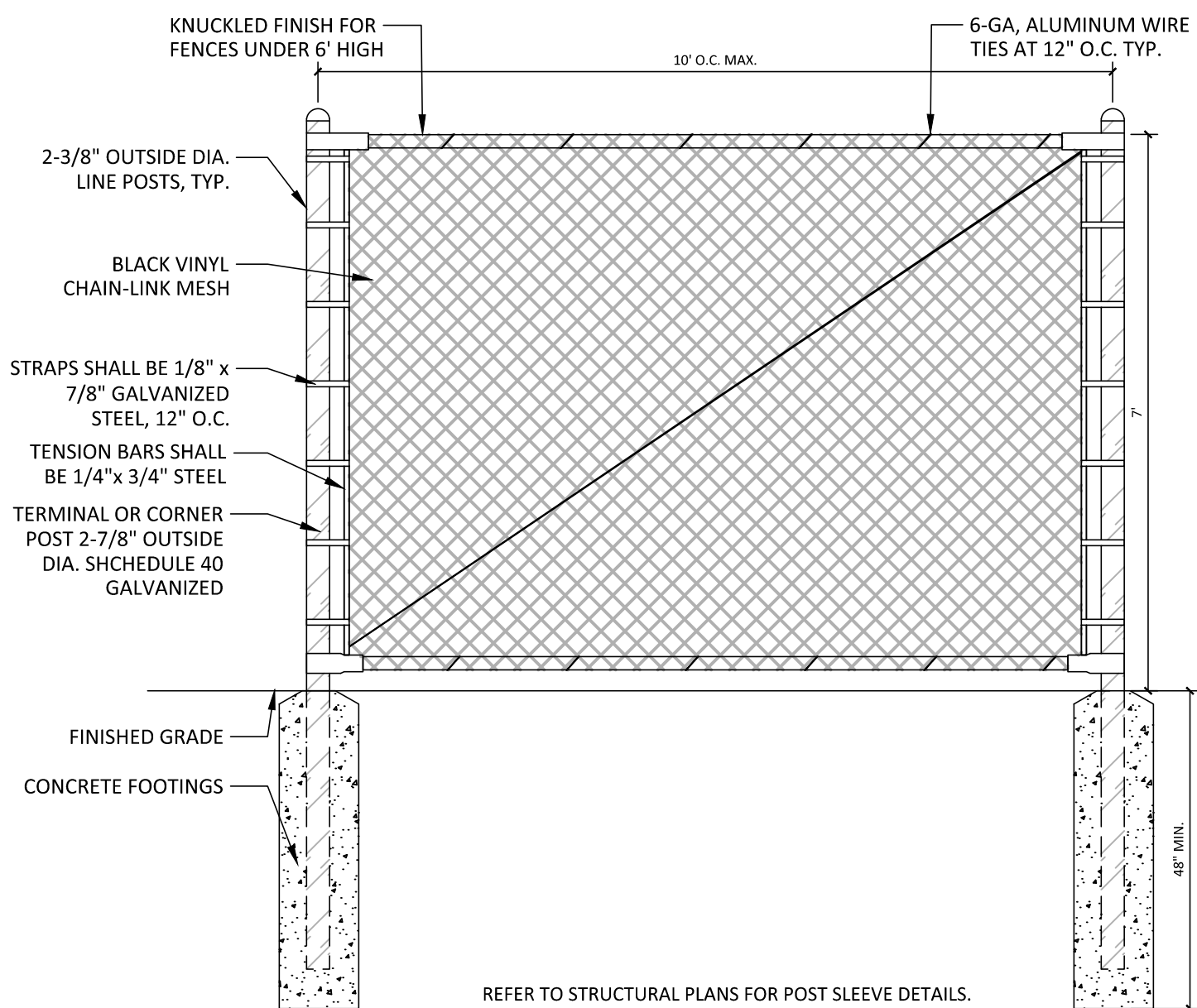
NOTES:

1. ALL ACCESSIBLE ROUTES SHALL HAVE A MINIMUM 5X5' TURNING RADIUS AREA AT LANDINGS WHERE RAMP IS CHANGE DIRECTION. THESE AREAS SHALL HAVE A MAXIMUM CROSS SLOPE OF 2%.
2. ALL ACCESSIBLE ROUTES SHALL HAVE A CLEAR PATH OF 3'-0" WIDE WITH A MAX. 2% CROSS SLOPE.
3. ALL ACCESSIBLE ROUTES WITH GREATER THAN A 5% SLOPE (1:20) AND LESS THAN 8.33% SLOPE (1:12) REQUIRE HANDRAILS ON BOTH SIDES OF RAMP. REFER TO ACCESSIBILITY ROUTE PLAN, ACCESSIBILITY ROUTE NOTES AND SPECIFICATIONS, AND CONSTRUCTION DOCUMENTS FOR ADDITIONAL INFORMATION.
4. ALL WELDS TO BE GROUNDED SMOOTH.
5. PAINT ALL TUBING WITH (1) POLYESTER POWDER COAT PRIMER AND (1) INDUSTRIAL ENAMEL FINISH COAT. COLOR TO BE SELECTED BY OWNER.



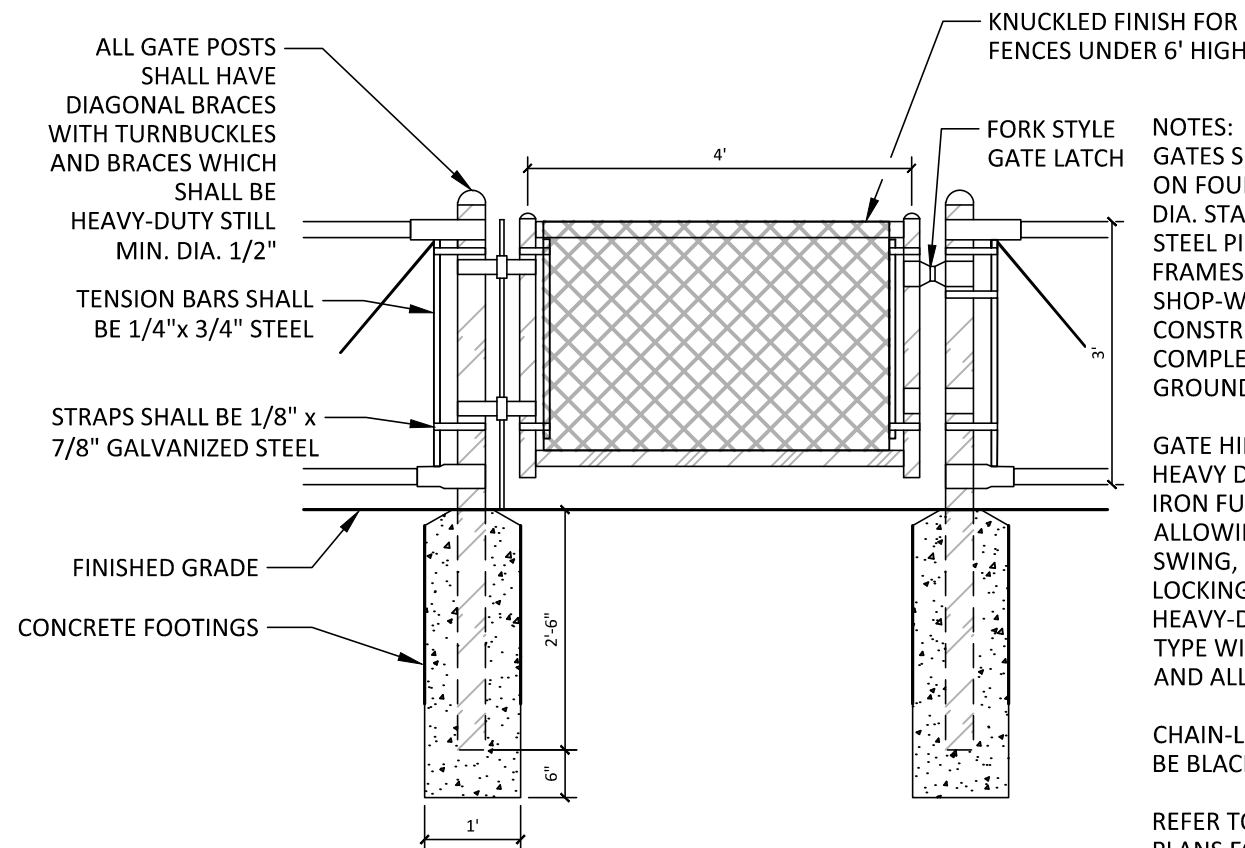
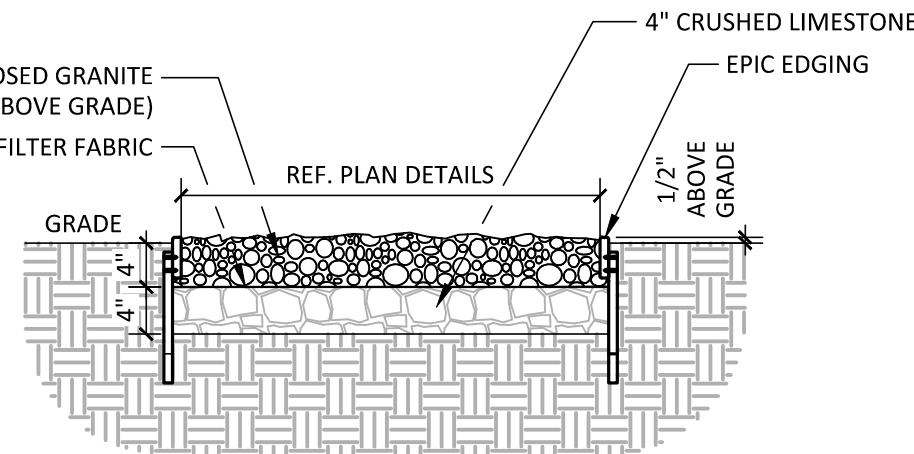
02 ACCESSIBLE HANDRAIL AT RAMP

SCALE: 1/2" = 1'-0"



03 DECOMPOSED GRANITE PATHWAY

SCALE: 3/4" = 1'-0"

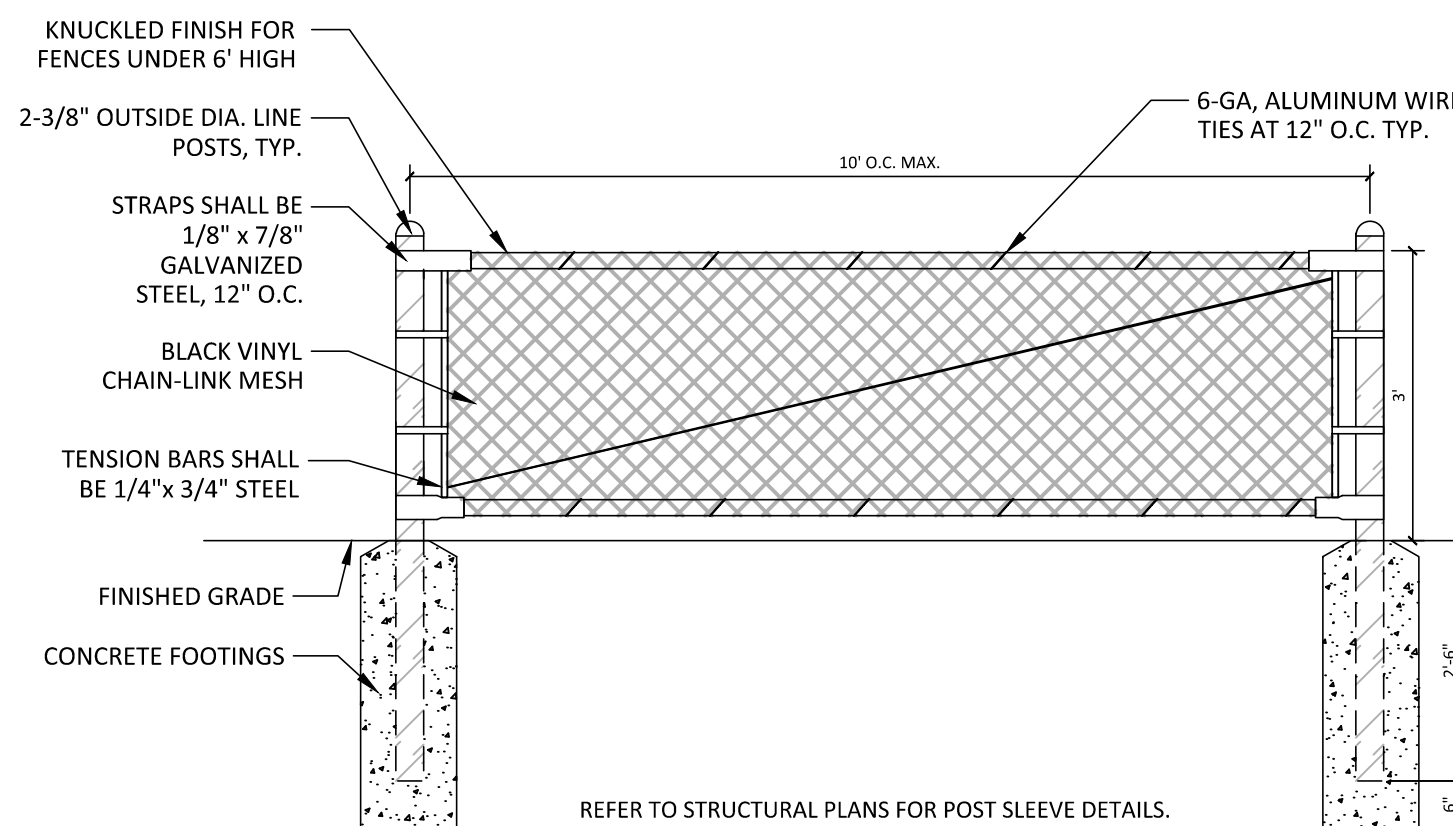


NOTES:

1. GATES SHALL BE FRAMED ON FOUR SIDES WITH 2" DIA. STANDARD WEIGHT STEEL PIPE. THE GATE FRAMES SHALL BE OF AL SHOP-WELDED CONSTRUCTION WITH COMPLETE FULL WELDS GROUND SMOOTH.
 2. GATE HINGES SHALL BE HEAVY DUTY MALLEABLE IRON FULL-BACK TYPE, ALLOWING FOR 180° SWING. GATE LOCKING-DEVICE SHALL BE HEAVY-DUTY EXTERNAL TYPE WITH LATCH, KEEPER AND ALL APPURTENANCES.
 3. CHAIN-LINK MESH SHALL BE BLACK VINYL FINISH.
- REFER TO STRUCTURAL PLANS FOR POST SLEEVE DETAILS.

04 7' CHAIN-LINK GATE

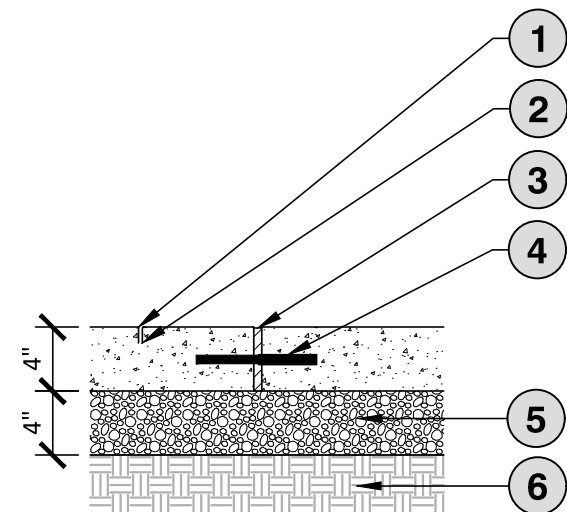
SCALE: 1/2" = 1'-0"



REFER TO STRUCTURAL PLANS FOR POST SLEEVE DETAILS.

01 TYPICAL CONCRETE SIDEWALK

SCALE: 1" = 1'-0"



- 1 1/8" RADIUS (TYP.)
- 2 TOOLED SCORE JOINT 1" DEEP, 1/4" WIDE
- 3 1/2" EXPANSION JOINT W/ SELF LEVELING JOINT SEALANT COLOR TO MATCH CONCRETE
- 4 1/2" X 12" SMOOTH STEEL DOWEL WITH SLEEVE (16" O.C.)
- 5 AGGREGATE STONE BASE
- 6 COMPACTED SUBBASE

NOTES:

1. CONCRETE SHALL BE AIR-ENTRAINED WITH A MINIMUM COMPRESSIVE STRENGTH OF 4000 PSI. IN 28 DAYS.
2. A GROOVE JOINT 1" DEEP WITH 1/8" RADI SHALL BE REQUIRED IN THE CONCRETE SIDEWALK AT 5' INTERVALS, OR AS SHOWN ON PLANS.
3. ONE 1/2" EXPANSION JOINT WILL BE REQUIRED AT 20' INTERVALS (NOT TO EXCEED 30') AND MATCHING EXPANSION/CONSTRUCTION JOINT IN ADJACENT CURB.
4. A SEALED 1/2" EXPANSION JOINT WILL BE REQUIRED WHERE THE SIDEWALK JOINS ANY RIGID STRUCTURE. SIDEWALK AT DRIVEWAY ENTRANCES TO BE 6" THICK.
5. EXPANSION JOINT TO BE CAULKED AND TOOL SMOOTHED TO MATCH CONCRETE COLOR.
6. MINIMUM WIDTH OF SIDEWALKS SHALL BE 5', UNLESS OTHERWISE INDICATED.
7. CONCRETE FINISH TO BE MEDIUM BROOM TEXTURE/FINISH PERPENDICULAR TO TRAFFIC.

08 DOWELED EXPANSION JOINT

SCALE: 1" = 1'-0"

05 7' CHAIN-LINK FENCE

SCALE: 1/2" = 1'-0"

06 36" PICKLEBALL DIVIDER GATE

SCALE: 1/2" = 1'-0"

07 36" PICKLEBALL DIVIDER FENCE

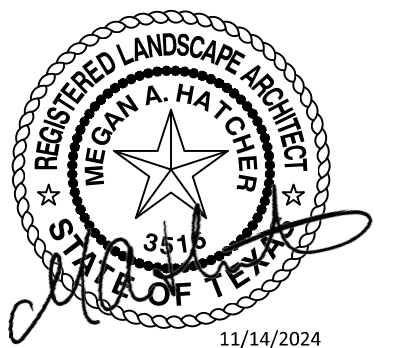
SCALE: 1/2" = 1'-0"

CLIENT

TOWN OF TROPHY CLUB PARKS &
RECREATION DEPARTMENT
1 TROPHY WOOD DRIVE
TROPHY CLUB, TEXAS 76262
PHONE: 682.237.2900
CHASE ELLIS



**DEDICATED PICKLEBALL
COURTS**
CONSTRUCTION PLANS
699 INDIAN CREEK DRIVE
TROPHY CLUB, TEXAS 76262



REVISIONS

NO. DATE

PLAN INFORMATION

PROJECT NO. TTC24001
FILENAME TTC24001-D1.DWG
CHECKED BY JEB
DRAWN BY XAD
SCALE N.T.S.
DATE 11.14.2024

SHEET

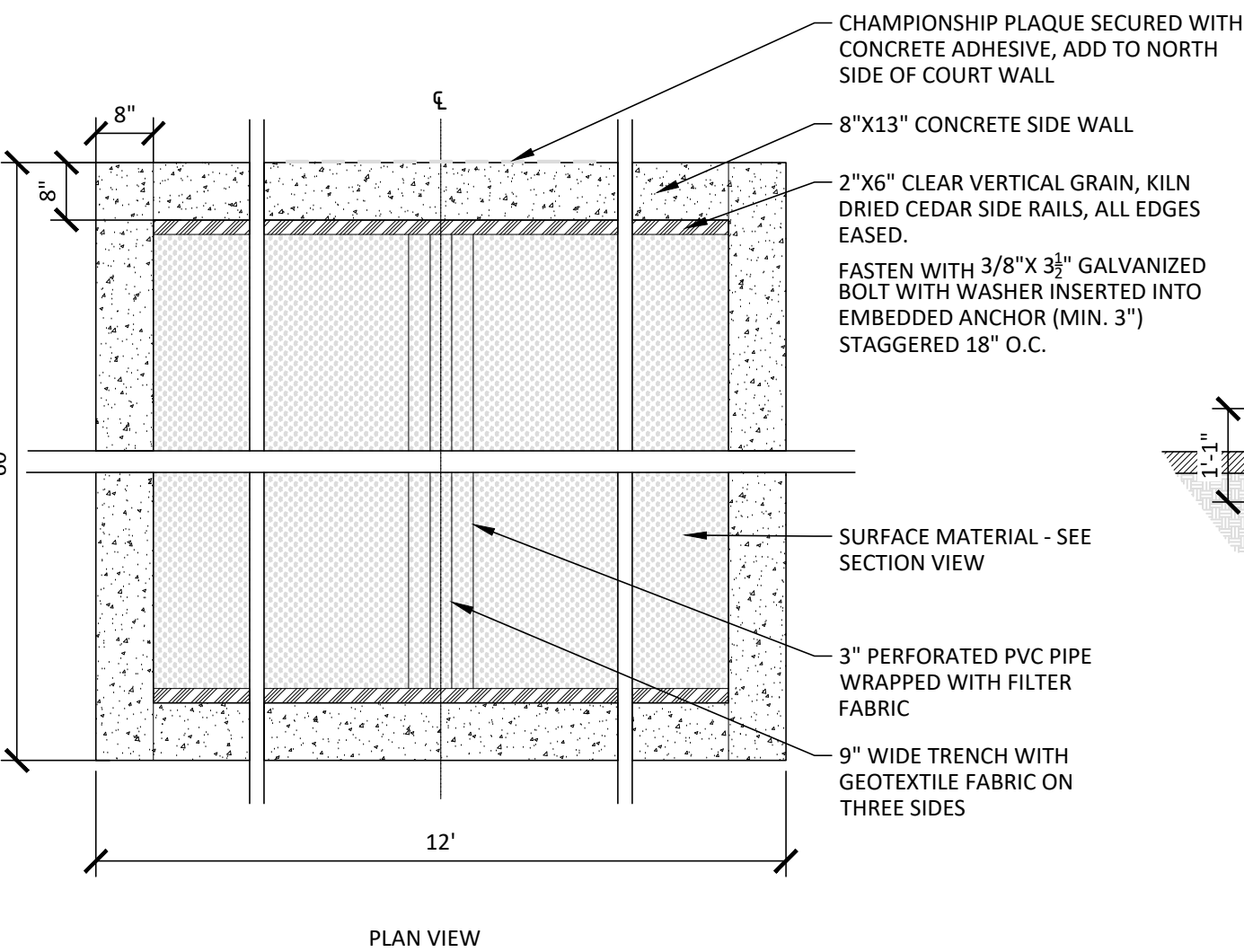
HARDSCAPE DETAILS

L4.00

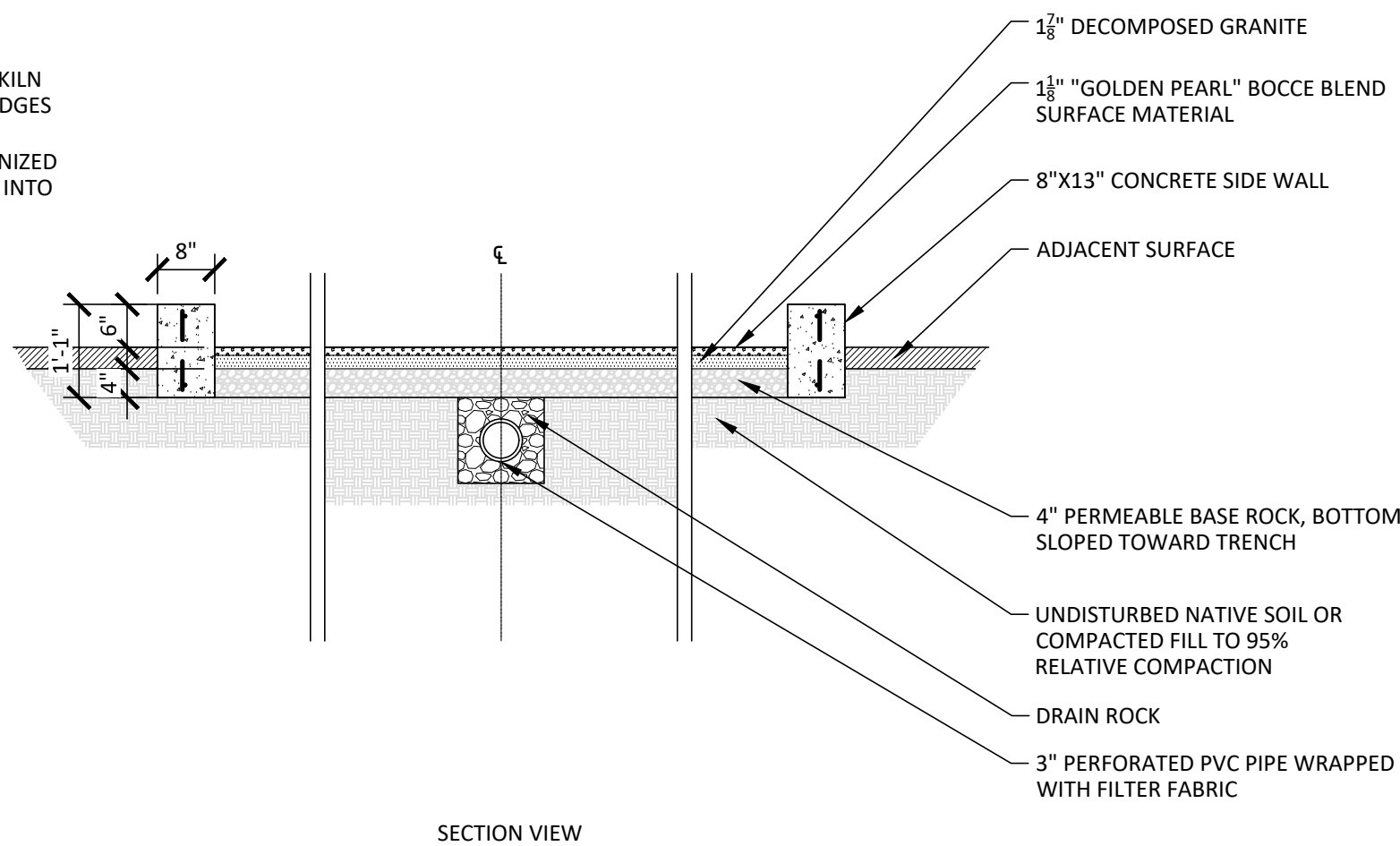
Z:\Drawings\Projects\TTC\TTC24001\04-Production\Planning and Design\Construction Drawings\Current Drawings\TTC24001-D1.dwg, 11/6/2024 3:47:16 PM, Kechlyn Davis



01 PICKLEBALL COURT SHADE STRUCTURE
SCALE: N.T.S.



04 BOCCIE BALL COURT
SCALE: 1/2" = 1'-0"



05 BOCCIE BALL SHADE SAIL POST INSTALLATION
SCALE: 1/2" = 1'-0"

TEXTURED WHITE LINE PAINT

CMT-52

REVISED 12/19

PRODUCT DESCRIPTION & BENEFITS

Textured White Line Paint is a 100% acrylic emulsion paint fortified with fine sand to provide a texture similar to that of the playing surface.

USES

Line marking on tennis courts, basketball courts, pickleball courts, and other asphalt or concrete pavement surfaces.

COLOR

Available in white.

Product Data	
Type	Acrylic Emulsion
Pounds per gallon at 77°F	.11 ± 1 lbs.
% Non Volatile Material	54 ± 2
Color	Armonia
Flammability	Non-Flammable
Flash Point	None
Storage Life	One Year

SURFACE PREPARATION

Pavement surface must be cleaned entirely of dust, dirt, debris and all loose material. If using Textured White Line Paint on a new, uncoated surface, allow adequate curing time before application.

MIXING PROCEDURES

Textured White Line Paint can be rolled or brushed. To assure crisp lines, it is advisable to use a high quality tape to mask lines. Remove tape as soon as Textured White Line Paint has dried.

IMPORTANT

Stir before using. Temperatures must be above 50°F both during application and for a period of at least 24 hours after application. Do not apply if rain is imminent or forecast. Keep from freezing. Close container when not in use. On outdoor concrete surfaces, assure adequate and functional perimeter drains as well as a sound vapor barrier beneath the slab.

DRYING TIME

Thirty to sixty (30 to 60) minutes under optimum drying conditions. Indoor applications are substantially affected by temperature and available ventilation and will dry more slowly.

COVERAGE

500 to 600 lineal feet of 2-inch line per gallon.

CAUTIONS

Do not store in direct sunlight or where temperatures exceed 100°F. Do not apply if rain is imminent or forecast. Keep from freezing. Close container when not in use.

WARRANTY

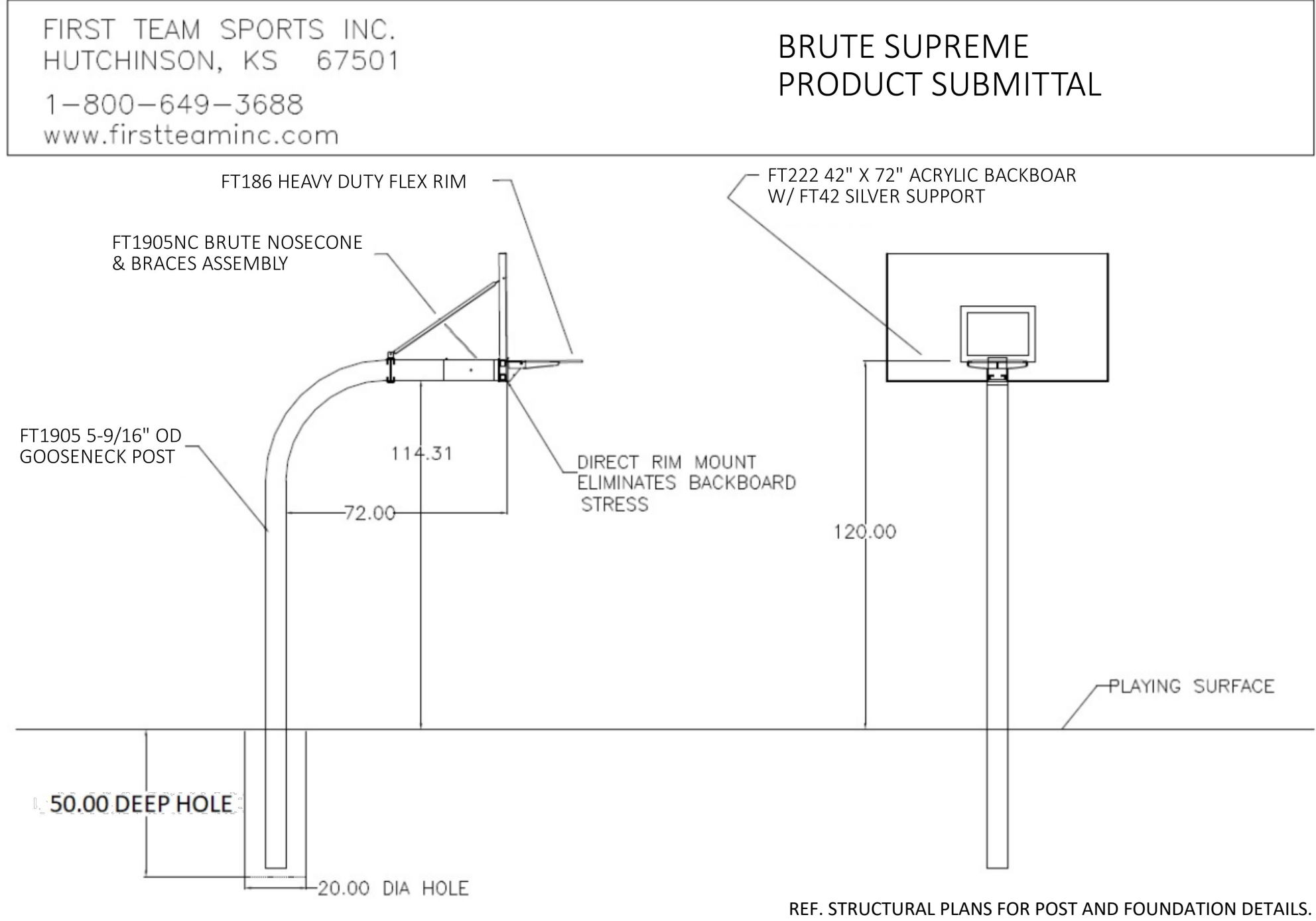
The statements made on this technical bulletin are believed to be true and accurate, and are intended to provide a guide for approved construction practices. Manufacturer does not make, nor does it authorize any agent or representative to make any warranty, express or implied, concerning this material as workmanship, weather, construction, equipment utilized and other variables affecting results are all beyond our control. Manufacturer warrants only that the material conforms to product specifications and any liability to the buyer or user of this product is limited to the replacement value of the product only.

In no event shall Manufacturer be liable for any injury, loss or damage, either direct or incidental, special or consequential, however arising, in connection with material or equipment furnished or work performed. Manufacturer shall not, in any manner, be liable for any defects, variations or change in condition in the substructure over which its products are installed.

Copyright© 2019, SportMaster
All rights reserved.

ThorWorks Industries, Inc.
P.O. Box 2277
Sandusky, OH 44870

Phone: 1-800-326-1994
FAX: 1-419-626-5477
www.sportmaster.net



03 BASKETBALL GOAL
SCALE: N.T.S.

(OR APPROVED EQUAL)

CLIENT

TOWN OF TROPHY CLUB PARKS &
RECREATION DEPARTMENT
1 TROPHY WOOD DRIVE
TROPHY CLUB, TEXAS 76262
PHONE: 682.237.2900
CHASE ELLIS



**DEDICATED PICKLEBALL
COURTS**
CONSTRUCTION PLANS
699 INDIAN CREEK DRIVE
TROPHY CLUB, TEXAS 76262



REVISIONS

NO. DATE

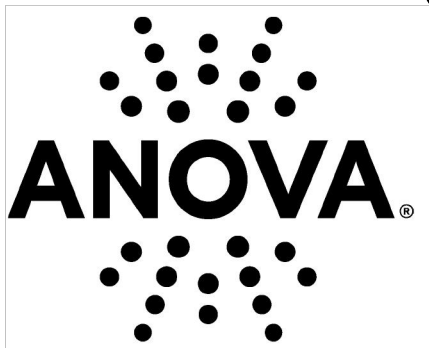
PLAN INFORMATION

PROJECT NO. TTC24001
FILENAME TTC24001-D1.DWG
CHECKED BY JEB
DRAWN BY XAD
SCALE N.T.S.
DATE 11.14.2024

SHEET

HARDSCAPE DETAILS

L4.01



D6000
RALLY PICNIC TABLE
6' rectangular, perforated steel,
picnic table, bench seats, traditional
seat edge, portable mount

REPRESENTATIVE: ANOVA FURNISHINGS
CONTACT: MELISSA THOMSON
E: mthomson@anovafurnishings.com
P: 713. 201. 8314
211 North Lindbergh Blvd.
St. Louis, MO 63141
888.535.5005 tel
314.754.0835 fax
specify@anovafurnishings.com
anovafurnishings.com

Material

The table is 72.25" in length and features two flat bench seats. The table top and seats are 14-gauge perforated steel with a .31" diameter uniform hole pattern. The table top and seats feature a traditional edge. Table top and seats are protected by Fusion Advantage™, a plastisol coating with an average .125" thickness and a high-gloss powder coat. The table top is designed to support 100 lbs per square foot and the seats will support 200 lbs per linear foot. The table also features a 1.58" diameter umbrella hole in the center.

The seat and table supports are made of 2" O.D. steel tubing protected by a fade resistant powder coat finish featuring a state of the art primer proven to prevent rusting. The table is designed to be portable allowing for flexibility in placement.

Finish

Fusion Advantage is a heat fused plastisol coating that creates an impervious rustproof barrier and resists UV deterioration, mildew, staining and fading. The finish has been tested to the requirements of ASTM E1354 and is determined to be in compliance with California Uniform Fire Code 1103.2.1.4.2.

A state of the art primer is applied to all of the under supports, providing extreme rust fighting protection and durability. Treated components exceed the industry standard by 34% in testing by independent sources.

Color

Table Top Color: Brown

Seat Color: Brown

Frame Color: Gray

Assembly

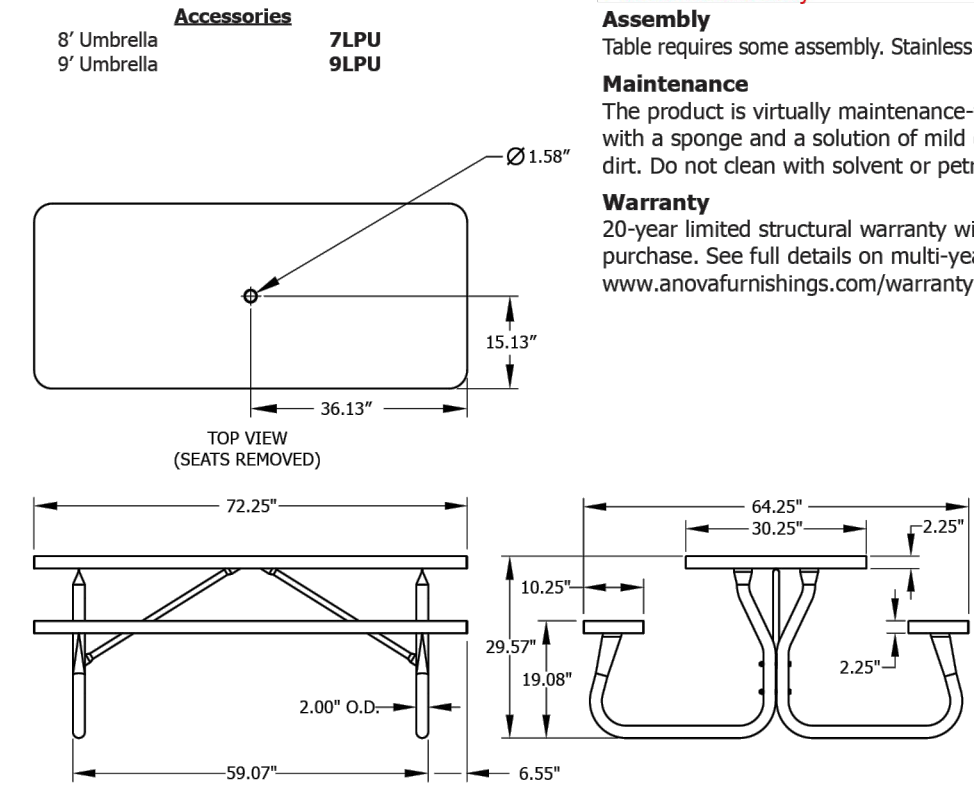
Table requires some assembly. Stainless steel assembly hardware is included.

Maintenance

The product is virtually maintenance-free and requires only periodic cleaning with a sponge and a solution of mild detergent and water to remove surface dirt. Do not clean with solvent or petroleum based products.

Warranty

20-year limited structural warranty with 7-year finish warranty from the date of purchase. See full details on multi-year warranties for components at www.anovafurnishings.com/warranty.aspx.



Shipping Information

Unit Wt.	Unit Shipping Wt. UPS	Unit Shipping Wt. Truck (1+ Units)	Unit Ship Size w/Pallet	Max Units per Pallet	Pallet Wt. (72" x 48")	Total No. Pkgs	Shipping Class
184 lbs	N/A	200 lbs/unit	38 cu. ft.	3	100 lbs	3	70

Made in USA

Revised: 01/17/13-6

Copyright © 2013 ANOVA™

(OR APPROVED EQUAL)

01 PICNIC TABLE
SCALE: N.T.S.

ANOVA

D6005DT

Rally 32 Gallon Perforated Steel Trash Receptacle with Dome Top



Replacement Parts

Black Plastic Liner

F1017

Dome Top

F3015

Accessories

Trad'l Inground Mount

F1094

Trad'l Surface Mount

F1098

45°Roadside Inground Mnt.

F1407

45°Roadside Surface Mount

F1406

Corkscrew Anchor

A1020

REPRESENTATIVE: ANOVA FURNISHINGS
CONTACT: MELISSA THOMSON
E: mthomson@anovafurnishings.com
P: 713. 201. 8314

(800) 231-1327
specify@anovafurnishings.com
anovafurnishings.com

Material

The receptacle is made of 14-gauge perforated steel with a .31" diameter uniform hole pattern. The dome top is made of linear low density polyethylene and the reusable plastic liner is made of high-density polyethylene.

Features

Receptacle is ADA-compliant. The receptacle body features the patented Fusion Advantage™ process. The dome top features a large self-closing push door and a web strap to attach the top to the receptacle base. The top lifts off for easy emptying. The receptacle is designed to be portable for flexibility in placement or surface mounted using the optional Corkscrew Anchor to prevent movement.

Finish

Fusion Advantage™ is a heat fused pastisol coating with an average .125" thickness that creates an impervious rustproof barrier and resists UV deterioration, mildew, staining and fading. Plastisol is then encapsulated with a richly tinted, high-performance powder coating that won't rust, fade, peel, chip, crack, mold, or mildew. The finish has been tested to the requirements of ASTM E1354 and is in compliance with California Uniform Fire Code 1103.2.1.4.2.

Assembly

Attaching the top web strap to the receptacle body requires some assembly.

Color

Receptacle Color: Black

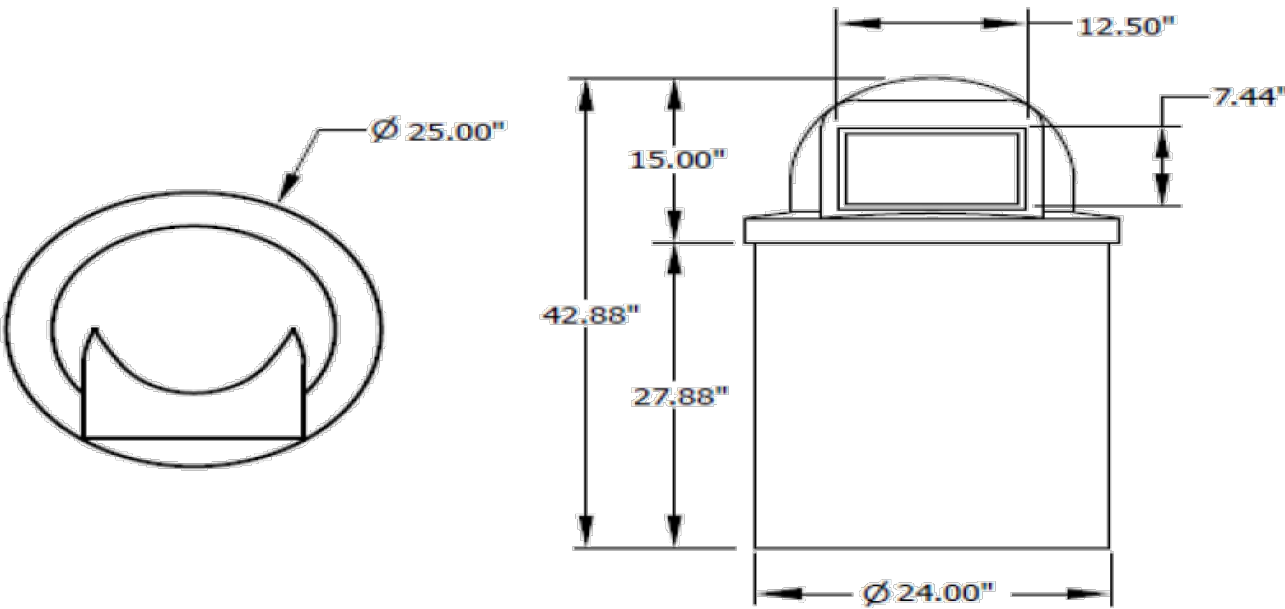
Lid Color: Green

Maintenance

The product is virtually maintenance-free and requires only periodic cleaning with a sponge and a solution of mild detergent and water to remove surface dirt. Do not clean with solvent or petroleum base products.

Warranty

20-year limited structural warranty with 7-year finish warranty from the date of purchase. See full details on multi-year warranties for components at anovafurnishings.com/warranty. Manufactured in the U.S.



© 2023 ANOVA®

May - 2024

02 TRASH RECEPTACLE
SCALE: N.T.S.

(OR APPROVED EQUAL)

ALUMINUM BLEACHERS



418 **ULINE** Order by 6 p.m. for Same Day Shipping

Get the crowd into the game with comfortable seating and elevated views.

- 10" deep aluminum benches and foot rails.
- Welded aluminum frame. No rust.

ASSEMBLY REQUIRED				SHIPS VIA MOTOR FREIGHT			
MODEL NO.	DESCRIPTION	SEATING CAPACITY	SIZE L x W x H (IN.)	WT. (LBS.)	PRICE EACH	1	5+
H-7229	3 Rows	15	7.5 x 5 x 2'	150	\$1,225	\$1,185	
H-4406	3 Rows	30	15 x 5 x 2'	186	2,130	2,080	
H-4407*	4 Rows	40	15 x 7 x 2.5'	316	2,645	2,580	

* DROP SHIPS FROM FL UNASSEMBLED VIA MOTOR FREIGHT

PHONE 1-800-295-5510

03 ALUMINUM BLEACHERS
SCALE: N.T.S.

(OR APPROVED EQUAL)

116 SPORT SURFACING TENNIS COURT TOOLS & ACCESSORIES
www.sportmaster.net

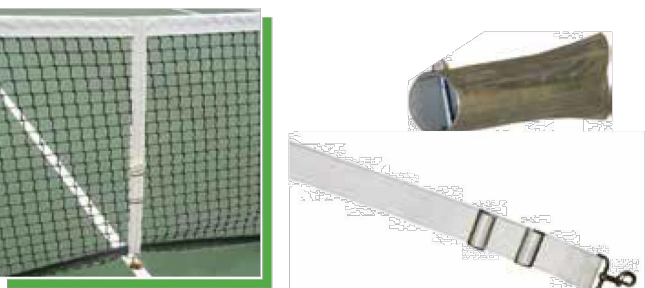


TENNIS NETS

TOURNAMENT TAPERED - 3mm braided body, double [2] layer vinyl headband, double top 6 mesh body, fiberglass dowels, 42" x 3 1/4" (42" high at posts - tapers to 36")

TOURNAMENT DH - DH-3mm braided body, 42" x 3 1/4", double [2] layer vinyl headband, coated cable, dowels; also available in 33' and 36' lengths for single courts.

PRODUCT #	DESCRIPTION	WEIGHT	PRICE
TS350	Tournament Tapered	24 lbs.	\$253.99
TS355	Tournament DH	19 lbs.	\$187.99



NET ACCESSORIES

PRODUCT #	DESCRIPTION	WEIGHT	PRICE
TS400	Deluxe Adjustable Center Strap - 2" Polyester White	1 lb.	\$23.99
TS410	Center Pipe Anchor - 1.9" O.D. Galvanized Steel	2 lbs.	\$25.99



POST SLEEVE T-PLUGS

PRODUCT #	DESCRIPTION	WEIGHT	PRICE
TS390	Steel T-Plugs - Round for 2 7/8" O.D. and 3" O.D. (set of 2) - Black	6 lbs.	\$117.99
TS395	Steel T-Plugs - Square 3" (set of 2) - Black	6 lbs.	\$117.99



Premier Net Posts available in Round or Square design.

E-Z Tennis Post

Post Sleeves

NET POSTS AND SLEEVES

PRODUCT #	DESCRIPTION	WEIGHT	PRICE
Premier Net Posts - Round Round internal wind net posts - 3" O.D.			
TS360G	Net Posts - Green	46 lbs.	\$593.99
TS360B	Net Posts - Black	46 lbs.	\$593.99
TS365	Galvanized Round Net Post Sleeves	10 lbs.	\$126.99
Premier Net Posts - Square Square internal wind net posts - 3" sq.			
TS370G	Net Posts - Green	54 lbs.	\$625.99
TS370B	Net Posts - Black	54 lbs.	\$625.99
TS375	Galvanized Square Net Post Sleeves	35 lbs.	\$247.99
E-Z Tennis Posts - Round Round external wind net posts - 2 7/8" O.D.			
TS380G	Net Posts - Green	62 lbs.	\$568.99
TS380B	Net Posts - Black	62 lbs.	\$568.99
TS385	PVC Round Net Post Sleeves	5 lbs.	\$109.99



PICKLEBALL / KIDS TENNIS

PRODUCT #	DESCRIPTION	WEIGHT	PRICE
Premier Net Posts - Round (36" above ground) - 3" O.D.			
TS475	Premier 36" Green	42 lbs.	\$593.99
TS480	Premier 36" Black	42 lbs.	\$593.99
TS365	Galvanized Round Net Post Sleeves	10 lbs.	\$126.99
TS485	Pickleball / Kids Net - No Gap	14 lbs.	\$142.99
TS486	Pickleball / Kids Net - Gap Underneath	14 lbs.	\$142.99

06 PICKLEBALL COURT NET AND POSTS
SCALE: N.T.S.

(OR APPROVED EQUAL)

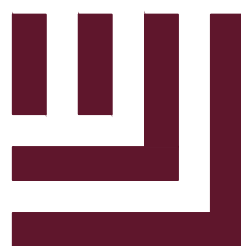


04 PICKLEBALL PADDLE QUEUING STATION
SCALE: N.T.S.

(OR APPROVED EQUAL)

05 PICKLEBALL COURT SHADE STRUCTURE
SCALE: N.T.S.

(OR APPROVED EQUAL)



McADAMS

The John R. McAdams Company, Inc.
4400 State Highway 121, Suite 800
Lewisville, Texas 75056

phone 972. 436. 9712
fax 972. 436. 9715
TBPE: 19762 TBPLS: 10194440

www.mcadamsco.com

CLIENT

TOWN OF TROPHY CLUB PARKS &
RECREATION DEPARTMENT
1 TROPHY WOOD DRIVE
TROPHY CLUB, TEXAS 76262
PHONE: 682.237.2900
CHASE ELLIS



DEDICATED PICKLEBALL COURTS
CONSTRUCTION PLANS
699 INDIAN CREEK DRIVE
TROPHY CLUB, TEXAS 76262



REVISIONS

NO. DATE

PLAN INFORMATION

PROJECT NO. TTC24001
FILENAME TTC24001-D1.DWG
CHECKED BY JEB
DRAWN BY XAD
SCALE N.T.S.
DATE 11.14.2024

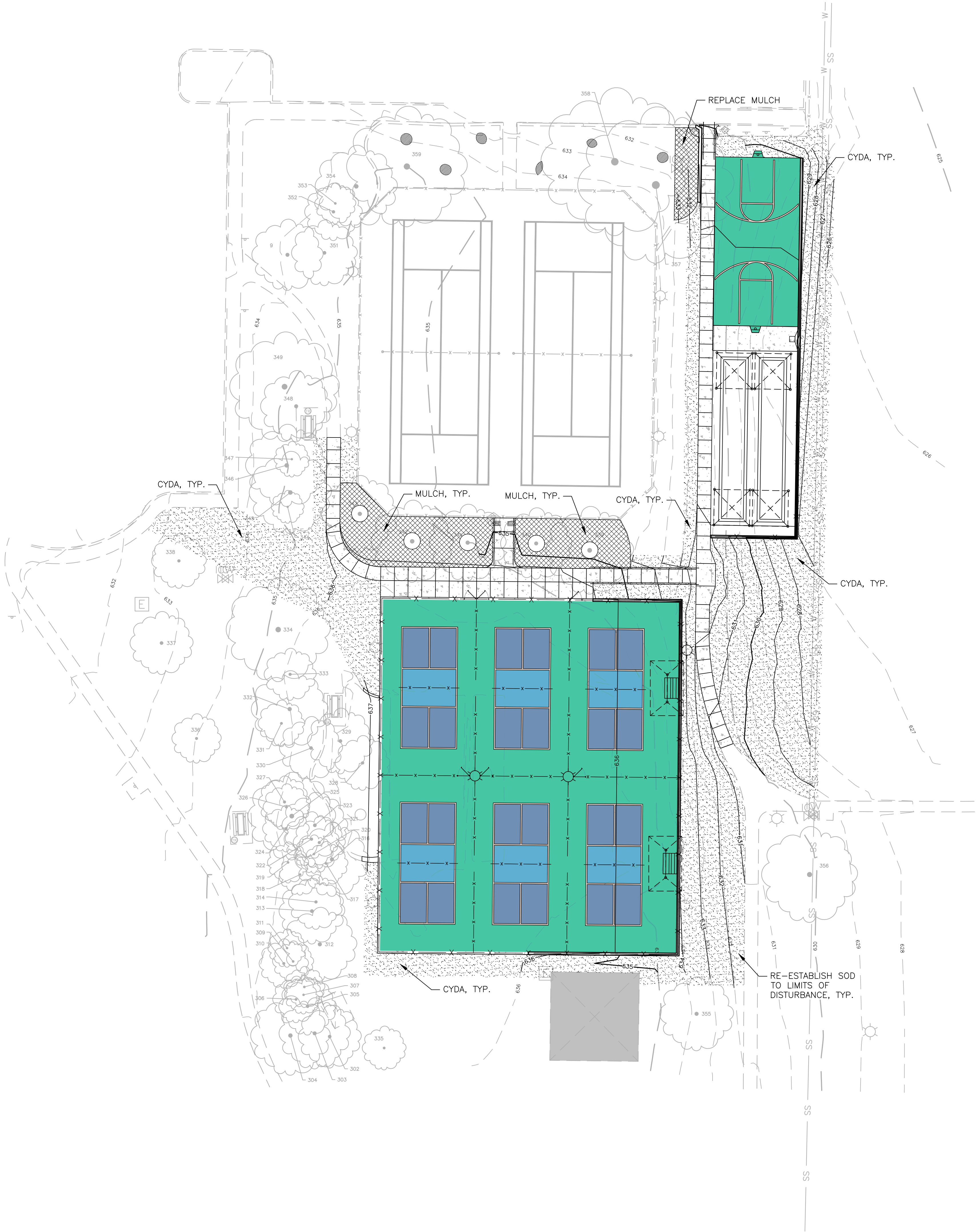
SHEET

FURNISHING SPECIFICATIONS

L4.02

RELEASED FOR CONSTRUCTION

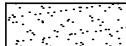
Z:\Drive\Projects\TTC\TTC24001\04-Production\Drawings\Current\Drawings\TTC24001-L51.dwg, 11/6/2024 11:40:08 AM, Kechilyn Davis



BENCHMARKS:

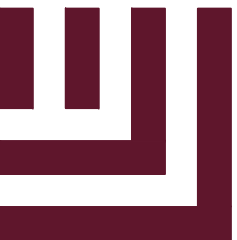
TBM#1: BOX CUT ON THE BACK OF CURB OF AN EXISTING PARKING LOT AT THE NORTHEAST CORNER OF THE MOST NORTHERLY WESTERN STRIP OF PARKING APPROXIMATELY 23' SOUTHWEST OF AN EXISTING LIGHT POLE AND APPROXIMATELY 50' SOUTHWESTERLY FROM THE SOUTHERN EDGE OF INDIAN CREEK DRIVE. ELEVATION: 633.0

PLANT SCHEDULE

SYMBOL	CODE	BOTANICAL / COMMON NAME	CONT	SPACING
GROUND COVERS				
	CYDA	CYNODON DACTYLON BERMUDA 419	SOD	
	MULCH	BARK MULCH	MULCH	

LANDSCAPE NOTES:

1. CONTRACTOR TO FIELD VERIFY AND COORDINATE ALL PROPOSED LANDSCAPING WITH EXISTING AND PROPOSED UNDERGROUND UTILITY LOCATIONS PRIOR TO CONSTRUCTION ACTIVITIES.
2. CONTRACTOR TO RE-SOD AND REPAIR ANY DAMAGED IRRIGATION SYSTEM COMPONENTS IN CONSTRUCTION LAY DOWN AREAS, TRAILER AREA AND ALL OTHER DISTURBED AREAS DUE TO RELATED CONSTRUCTION ACTIVITIES.
3. CONTRACTOR IS RESPONSIBLE FOR VERIFYING LOCATION OF ALL UNDERGROUND UTILITIES PRIOR TO CONSTRUCTION.
4. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO ADVISE THE OWNERS REPRESENTATIVE OF ANY CONDITION FOUND ON SITE WHICH PROHIBITS INSTALLATION AS SHOWN ON THESE PLANS.
5. ANY HARDWOOD BARK MULCH SPECIFIED ON PLANS SHALL BE A MINIMUM OF 3" IN DEPTH.
6. ALL PLANT MATERIAL SHALL BE MAINTAINED IN A HEALTHY AND GROWING CONDITION, AND MUST BE REPLACED WITH PLANT MATERIAL OF SIMILAR VARIETY AND SIZE IF DAMAGED, DESTROYED, OR REMOVED.
7. LANDSCAPE AREAS SHALL BE KEPT FREE OF TRASH, LITTER, AND WEEDS.
8. AN AUTOMATIC IRRIGATION SYSTEM SHALL BE PROVIDED TO MAINTAIN ALL LANDSCAPE AREAS. OVER SPRAY ON STREETS AND WALKS IS PROHIBITED. A PERMIT FROM THE BUILDING INSPECTION DEPARTMENT IS REQUIRED FOR EACH IRRIGATION SYSTEM. IMPACT FEES MUST BE PAID TO THE DEVELOPMENT SERVICES DEPARTMENT FOR SEPARATE IRRIGATION METERS PRIOR TO ANY PERMIT RELEASE.
9. IRRIGATION CONTROLLER TO HAVE A RAIN AND FREEZE STAT.
10. CONTRACTOR TO RE-SOD AND REPAIR ANY DAMAGED IRRIGATION SYSTEM COMPONENTS IN CONSTRUCTION LAY DOWN AREAS, TRAILER AREA AND ALL OTHER DISTURBED AREAS DUE TO RELATED CONSTRUCTION ACTIVITIES.
11. ALL AREAS OF GRADING DISTURBANCE ARE TO HAVE GRASS REESTABLISHED AT 75% COVERAGE PRIOR TO LETTER OF ACCEPTANCE FROM THE CITY. MEANS AND METHODS OF GRASS ESTABLISHMENT AND APPLICATION OF WATER FOR GRASS ESTABLISHMENT ARE AT THE DISCRETION OF THE OWNER AND CONTRACTOR.



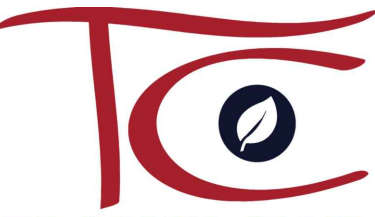
McADAMS
The John R. McAdams Company, Inc.
4400 State Highway 121, Suite 800
Lewisville, Texas 75056

phone 972. 436. 9712
fax 972. 436. 9715
TBPE: 19762 TBPIS: 10194440

www.mcadamsco.com

CLIENT

TOWN OF TROPHY CLUB PARKS &
RECREATION DEPARTMENT
1 TROPHY WOOD DRIVE
TROPHY CLUB, TEXAS 76262
PHONE: 682.237.2900
CHASE ELLIS



TROPHY CLUB

**DEDICATED PICKLEBALL
COURTS
CONSTRUCTION PLANS
699 INDIAN CREEK DRIVE
TROPHY CLUB, TEXAS 76262**



REVISIONS

NO. DATE

PLAN INFORMATION

PROJECT NO. TTC24001
FILENAME TTC24001-L51.DWG
CHECKED BY JEB
DRAWN BY XAD
SCALE 20 SCALE
DATE 11.14.2024

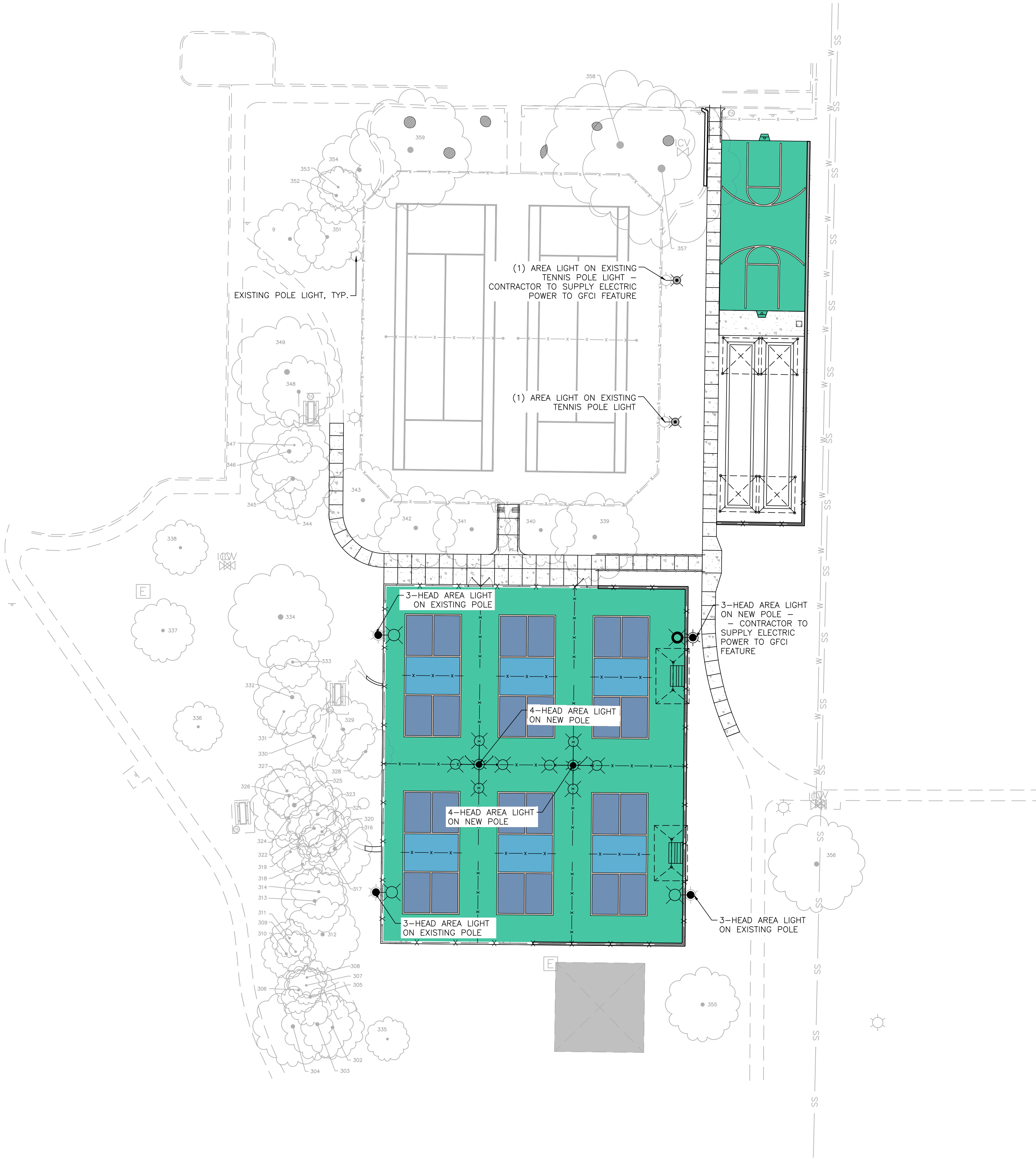
SHEET

LANDSCAPE PLAN

L5.00

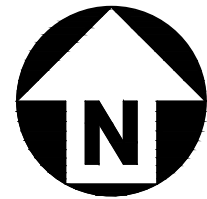
RELEASED FOR CONSTRUCTION

Z:\Drive\Projects\TTC\TTC24001\04-Production\Planning and Design\Construction Drawings\TTC24001-L1.dwg, 11/6/2024 11:40:32 AM, Keshlyn Davis



LIGHTING SCHEDULE

SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	QTY
	3-HEAD AREA LIGHT ON EXISTING POLE LITHONIA LIGHTING DSX2 LED DM39AS REF. L6.01 FOR DETAILED LIGHTING SPECIFICATIONS.	3
	3-HEAD AREA LIGHT ON NEW POLE LITHONIA LIGHTING DSX2 LED DM39AS 30' POLE REF. L6.01 FOR DETAILED LIGHTING SPECIFICATIONS.	1
	4-HEAD AREA LIGHT ON NEW POLE LITHONIA LIGHTING DSX2 LED DM49AS 30' POLE REF. L6.01 FOR DETAILED LIGHTING SPECIFICATIONS.	2
	AREA LIGHT ON EXISTING TENNIS LIGHT POLE LITHONIA LIGHTING DSX2 LED REF. L6.01 FOR DETAILED LIGHTING SPECIFICATIONS.	2



GRAPHIC SCALE
0 10 20 40
1 inch = 20 ft.

CLIENT

TOWN OF TROPHY CLUB PARKS &
RECREATION DEPARTMENT
1 TROPHY WOOD DRIVE
TROPHY CLUB, TEXAS 76262
PHONE: 682.237.2900
CHASE ELLIS



**DEDICATED PICKLEBALL
COURTS**
CONSTRUCTION PLANS
699 INDIAN CREEK DRIVE
TROPHY CLUB, TEXAS 76262



REVISIONS

NO. DATE

PLAN INFORMATION

PROJECT NO. TTC24001
FILENAME TTC24001-L1.DWG
CHECKED BY JEB
DRAWN BY XAD
SCALE 20 SCALE
DATE 11.14.2024

SHEET

LIGHTING PLAN

L6.00

Z:\Drive\Projects\TTC\TTC24001\04-Production\Drawings\Current Drawings\TTC24001-L1.dwg, 11/6/2024, 10:43:44 AM, Keshlyn Davis



Specifications	
EPA:	1.06 ft ² (0.10m ²)
Length:	40.59" (103.1 cm)
Width:	16.76" (42.6 cm)
Height H1:	8.11" (20.6 cm)
Height H2:	3.96" (10.1 cm)
Weight:	46 lbs (20 kg)

Catalog Number: DSX2 LED P8 40K 70CRI T5M DM39AS
Notes: COLOR: MATCH EXISTING

Introduction
The modern styling of the D-Series features a highly refined aesthetic that blends seamlessly with its environment. The D-Series offers the benefits of the latest in LED technology into a high performance, high efficacy, long-life luminaire.
The outstanding photometric performance results in sites with excellent uniformity, greater pole spacing and lower power density. D-Series outstanding photometry aids in reducing the number of poles required in area lighting applications with typical energy savings of up to 80% vs. 1000W HID and expected service life of over 100,000 hours.

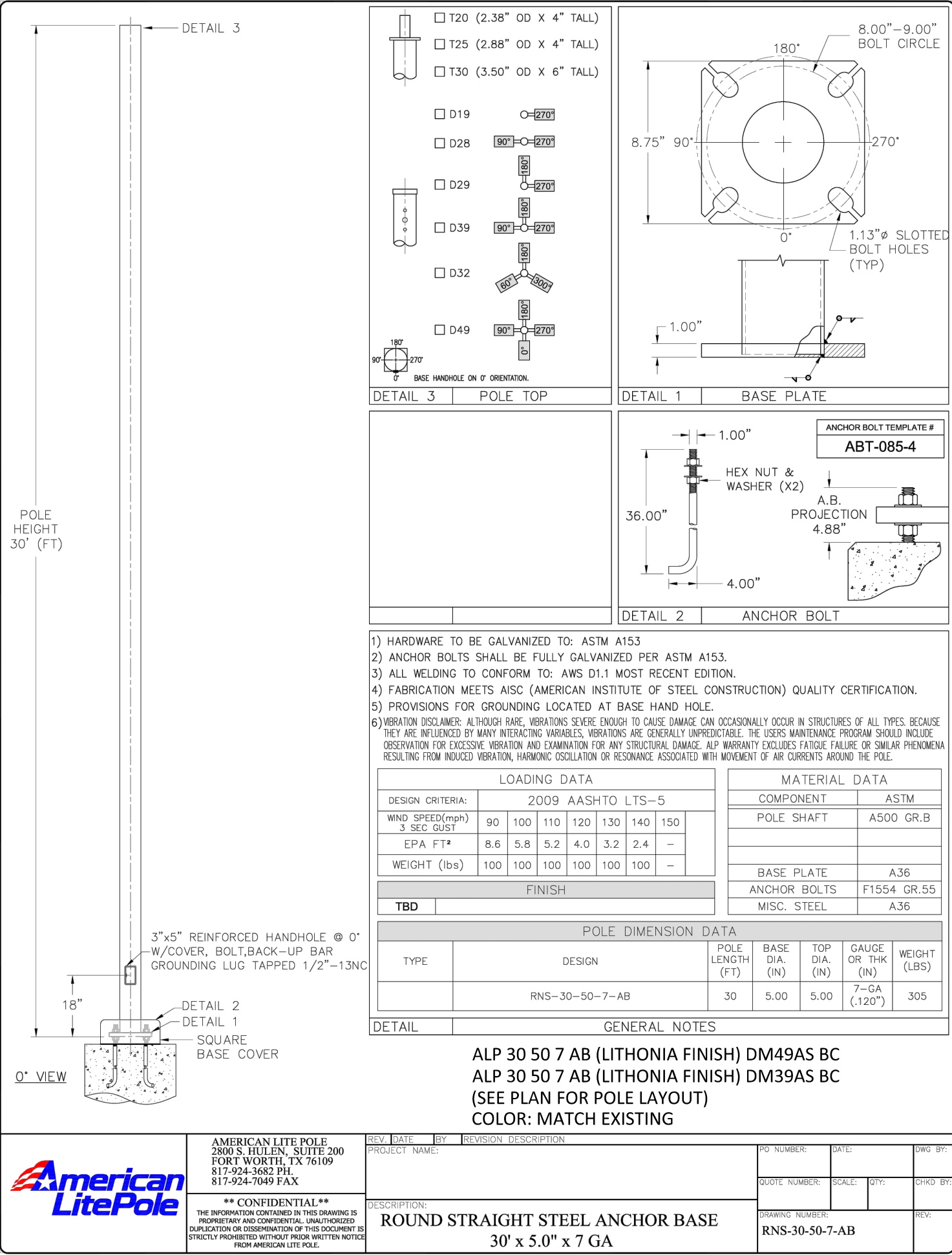
Items marked by a **shaded background** qualify for the Design Select program and ship in 15 days or less. To learn more about Design Select, visit www.aaculitybrands.com/designselect.
*See ordering tree for details

Ordering Information **EXAMPLE: DSX2 LED P7 40K 70CRI T3M MVOLT SPA NLTAIR2 PIRHN DDBXD**

Ordering Information				EXAMPLE: DSX2 LED P7 40K 70CRI T3M MVOLT SPA NLTAR2 PIRHN DBXD8				
DSX2 LED								
Series	LEDs	Color temperature*	Color Rendering Index*	Distribution		Voltage	Mounting	
DSX2 LED	(this section 70CRI only)			APR Automotive front row TIS Type I short T2M Type II medium T3M Type III medium T3L6 Type III low glare T4M Type IV medium T4L6 Type IV low glare T5TM Forward throw medium	T5M Type V medium T5L6 Type V low glare T5W Type V wide BLC3 Type III backlight control BLC4 Type IV backlight control LCO Left corner cutoff RCCO Right corner cutoff	MVOLT (120V-277V) ¹⁾ IVVOLT (24V-480V) ¹⁾ XXVOLT (277V-480V) ¹⁾	Shipped included	
	Forward optics							
	P1	P6	30K 300K				70CRI	SPA Square pole mounting (#8 drilling)
	P2	P6	40K 400K				70CRI	SPAS Square pole mounting #5 drilling
	P3	P7	50K 500K				70CRI	RPAS Round pole mounting #5 drilling
	P4	P6	50K 500K				70CRI	SRPAS Square corner pole mounting #8 drilling
	(this section 80CRI only, extended lead times apply)							
	P10 ¹⁾	P13 ¹⁾	27K 270K				80CRI	WBA Wall Bracket ¹⁾
	P11 ¹⁾	P14 ¹⁾	30K 300K				80CRI	MA Mast arm adapter (mounts on 2 1/8" OD horizontal teron)
	P12 ¹⁾	P14 ¹⁾	35K 350K				80CRI	
			40K 400K				80CRI	
			50K 500K				80CRI	

Control options		Other options		Shipped separately		Finish options	
Shipped installed		Shipped installed		Shipped separately		D00BK Dark Bronze	
NEUMAT PER	CLIPSE 400 pin ¹⁾ installed with 30-level motor ¹⁾ (control separate)	PER7 Seven-pin receptacle only (controls ordered separately) ¹⁾	SPV20KV 20KV surge protection	ECOR External Core Shield (oversize, field install required, matches housing finish)	D00BK Black	DW00D Natural Aluminum	
	CLIPSE 400 pin ¹⁾ installed with 30-level motor ¹⁾ (control separate) installed at 2K	FAO Field adjustable output ¹⁾	HS Hurricane shield (black finish standard) ¹⁾		DW00D White	D00BK Textured dark bronze	
PER	High bay motor/ambient sensor 6-40/1000000 height, ambient sensor installed at 2K	BL30 30-level switched dimming, 100% ¹⁾	L90 Left rotated optics ¹⁾	BSDB Bird Spikes (field install required)	D00BK Textured black	DW00D Textured natural aluminum	
		BL50 50-level switched dimming, 100% ¹⁾	R90 Right rotated optics ¹⁾		DW00D Textured white		
PER		DM6 6-10x dimming when pulled outside fixture (for use with an external control, ordered separately) ¹⁾	CCE Coastal Construction ¹⁾				
		DS Dual switching ¹⁾	HA 50% ambient operation ¹⁾				
PER	NEMA twist-lock receptacle only (controls ordered separately) ¹⁾	PER5 Five-pin receptacle only (controls ordered separately) ¹⁾	BAA Buy America(s) Act Compliant				
			SF Single face (120, 177, 247V) ¹⁾				
PER5	Five-pin receptacle only (controls ordered separately) ¹⁾		DF Double face (208, 240, 480V) ¹⁾				
			3G Variation rated for 3G ²⁾				

LITHONIA LIGHTING One Lithonia Way • Conyers, Georgia 30012 • Phone: 1-800-705-SERV (378) • www.lithonia.com
© 2011-2024 Acuity Brands Lighting, Inc. All rights reserved. Rev. 04/12/24 Page 1 of 10
COMMERCIAL OUTDOOR



01 SPORT COURT LIGHT FIXTURE (OR APPROVED EQUAL)
SCALE: N.T.S.

REPRESENTATIVE: ARCHITECTURAL LIGHTING ALLIANCE (ALA)
CONTACT: MATT GALVIN
E: mattgalvin@alatx.com
P: 214. 658. 9000

02 SPORT COURT LIGHT POLE (OR APPROVED EQUAL)
SCALE: N.T.S.

McADAMS
The John R. McAdams Company, Inc.
4400 State Highway 121, Suite 800
Lewisville, Texas 75056
phone 972. 436. 9712
fax 972. 436. 9715
TBPE: 19762 TBPPLS: 10194440
www.mcadamsco.com

CLIENT
TOWN OF TROPHY CLUB PARKS & RECREATION DEPARTMENT
1 TROPHY WOOD DRIVE
TROPHY CLUB, TEXAS 76262
PHONE: 682.237.2900
CHASE ELLIS



DEDICATED PICKLEBALL COURTS
CONSTRUCTION PLANS
699 INDIAN CREEK DRIVE
TROPHY CLUB, TEXAS 76262



REVISIONS	
NO.	DATE

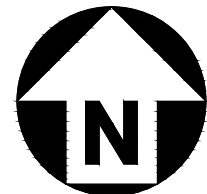
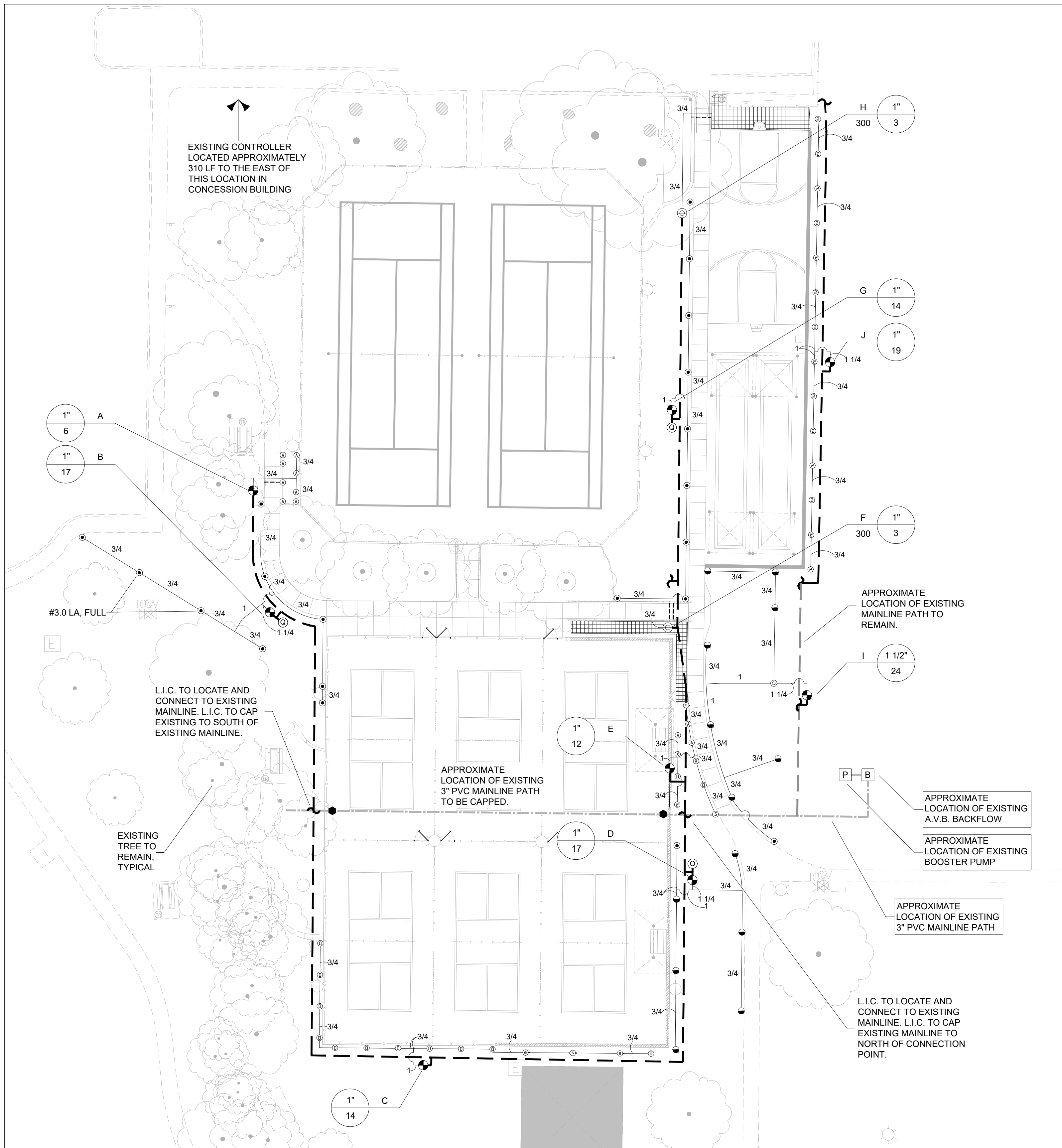
PLAN INFORMATION	
PROJECT NO.	TTC24001
FILENAME	TTC24001-L1.DWG
CHECKED BY	JEB
DRAWN BY	XAD
SCALE	N.T.S.
DATE	11.14.2024
SHEET	

LIGHTING DETAILS

L6.01

RELEASED FOR CONSTRUCTION

C:\Users\Tamed\Onebox (Personal)\Chatam Designs\McAdams\Trophy Club Pickleball Courts\24.11.05\2024-11-05 - Dedicated Pickleball Courts - McAdams - CAD Base Export_IRR.dwg, 11/6/2024 7:45:55 PM, Chris and Tim Duggs



GRAPHIC SCALE
0 10 20 40
1 inch = 20 ft.

BENCHMARKS:

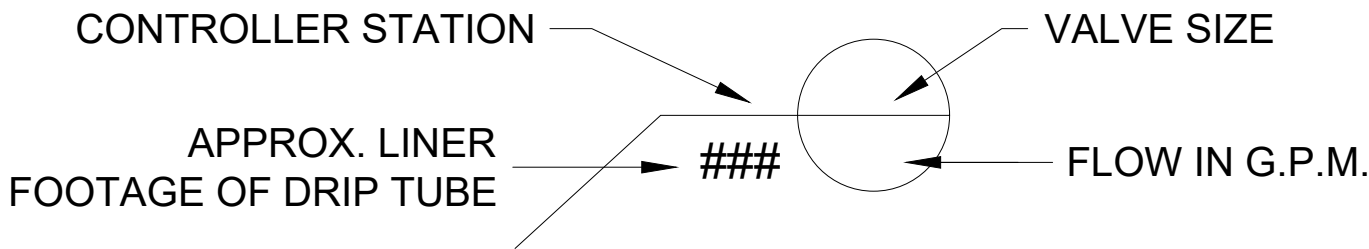
TBM#1: BOX CUT ON THE BACK OF CURB OF AN EXISTING PARKING LOT AT THE NORTHEAST CORNER OF THE MOST NORTHERLY WESTERN STRIP OF PARKING APPROXIMATELY 23' SOUTHWEST OF AN EXISTING LIGHT POLE AND APPROXIMATELY 50' SOUTHWESTERLY FROM THE SOUTHERN EDGE OF INDIAN CREEK DRIVE. ELEVATION: 633.0

chatam designs LLC
IRRIGATION DESIGN & CONSULTING

(972) 330-7408 tamaradiggs@chatamdesigns.com LI0027095
IRRIGATION IN TEXAS IS REGULATED BY THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TCEQ), P.O. BOX 13087, AUSTIN, TEXAS 78711-3087. T.C.E.Q.'S WEBSITE IS: WWW.TCEQ.TEXAS.GOV.

IRRIGATION LEGEND	
HUNTER PROS-04-PRS30 SERIES POP UP SPRAY HEAD WITH PRO ADJUSTABLE SERIES NOZZLE AS NOTED BELOW	
ARC/NOZZLE	5 8 10 12 15 EST SST
SYMBOL	⊙ ⊙ ⊙ ⊙ ⊙ ⊙
⊙	HUNTER PGP ULTRA, ADJUSTABLE ARC 4" POP UP ROTARY HEAD, PART CIRCLE, #1.5 SR BLACK NOZZLE, UNLESS NOTED OTHERWISE
⊙	HUNTER PGP ULTRA, ADJUSTABLE ARC 4" POP UP ROTARY HEAD, PART CIRCLE, #2.5 BLUE NOZZLE
⊙	HUNTER PGP ULTRA, ADJUSTABLE ARC 4" POP UP ROTARY HEAD, FULL CIRCLE, #5.0 BLUE
⊙	HUNTER ICV SERIES ELECTRIC REMOTE CONTROL VALVE
⊙	NETAFIM CONTROL ZONE KIT MODEL #NCZ-1S SERIES WITH 50 PSI PRESSURE REGULATOR AND SCREEN FILTER
⊙	HUNTER HQ-33DLRC-R QUICK COUPLING VALVE WITH LOCKING PURPLE COVER AND 3/4" PVC BALL VALVE
⊙	CUT AND CAP MAINLINE AT THIS LOCATION
⊙	NETAFIM TECHLINE TLHCVXR5-12 SERIES DRIP TUBE IN NARROW TURF AREAS INSTALLED AT 4" DEPTH
⊙	SEE INSTALLATION NOTE #17 REGARDING DRIP TUBE LAYOUT IN TURF.
P	EXISTING BOOSTER PUMP
B	EXISTING BACKFLOW DEVICE
---	CLASS 200 PVC MAINLINE PIPE, SIZED TO MATCH EXISTING
---	CLASS 200 PVC LATERAL PIPE
---	ONE 4" CLASS 200 SLEEVE PIPE
---	ONE 6" AND ONE 4" CLASS 200 SLEEVE PIPES
---	LOCATE AND CONNECT TO EXISTING MAINLINE

L.I.C. SHALL SELECT SPRAY NOZZLES FOR "HEAD-TO-HEAD" COVERAGE, ADJUSTED FOR NO OVERSPRAY ONTO WALLS AND WALKS. NO OVERSPRAY INTO STREETS IS PERMITTED.



COORDINATION WITH EXISTING IRRIGATION

THE CONTRACTOR SHALL VISIT THE SITE BEFORE CONSTRUCTION BEGINS TO BECOME FAMILIAR WITH THE EXISTING SYSTEM LAYOUT. REROUTE, REPAIR, OR REINSTALL EXISTING EQUIPMENT, INCLUDING MAINLINE AND CONTROL WIRES AS REQUIRED TO MAINTAIN CONTINUED AUTOMATIC OPERATION OF ALL AREAS OUTSIDE THE LIMITS OF WORK. PROTECT EXISTING EQUIPMENT WITHIN THE LIMITS OF WORK, WHICH IS INTENDED TO REMAIN. CONTRACTOR SHALL KEEP EXISTING IRRIGATION (OUTSIDE OF THE SCOPE OF WORK) OPERABLE DURING CONSTRUCTION. L.I.C. SHALL RE-WORK EXISTING IRRIGATION TO INCLUDE AND ACCOUNT FOR NEW PLANTINGS. RE-WORKED IRRIGATION SHALL BE INSTALLED ACCORDING TO STATE SPECIFICATIONS.

COORDINATION WITH EXISTING TREES

NO MACHINE TRENCHING SHALL BE PERMITTED WITHIN THE ROOT ZONE OF EXISTING TREES. HAND-DIG ONLY, WITHIN THE ROOT ZONES OF EXISTING TREES. NO ROOTS OVER 1" DIAMETER SHALL BE CUT. STAKE ALL PROPOSED TRENCH ROUTES NEAR EXISTING TREES FOR APPROVAL BY THE LANDSCAPE ARCHITECT BEFORE DIGGING BEGINS.

TEMPORARY IRRIGATION

THE CONTRACTOR SHALL COORDINATE WITH THE PLANTING PLAN AND PROVIDE TEMPORARY IRRIGATION FOR THE ESTABLISHMENT OF ALL PROPOSED PLANT MATERIALS LOCATED OUTSIDE THE LIMITS OF COVERAGE PROVIDED BY THE PERMANENT SYSTEM.



The John R. McAdams Company, Inc.
4400 State Highway 121, Suite 800
Lewisville, Texas 75056

phone 972. 436. 9712
fax 972. 436. 9715
TBPE: 19762 TBPLS: 10194440

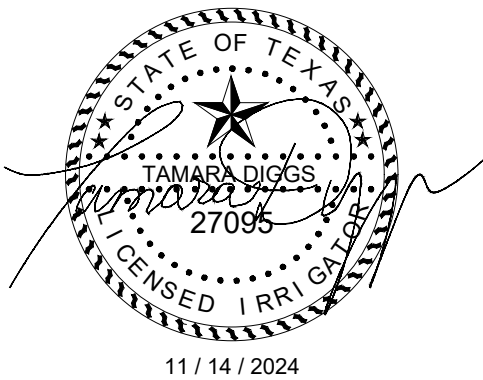
www.mcadamsco.com

CLIENT

TOWN OF TROPHY CLUB PARKS & RECREATION DEPARTMENT
1 TROPHY WOOD DRIVE
TROPHY CLUB, TEXAS 76262
PHONE: 682.237.2900
CHASE ELLIS



DEDICATED PICKLEBALL COURTS
CONSTRUCTION PLANS
699 INDIAN CREEK DRIVE
TROPHY CLUB, TEXAS 76262



11 / 14 / 2024

REVISIONS

NO. DATE

PLAN INFORMATION

PROJECT NO. TTC24001
FILENAME TTC24001-IRR1.DWG
CHECKED BY TD
DRAWN BY TD
SCALE 20 SCALE
DATE 11.14.2024

SHEET

IRRIGATION PLAN

L7.00

GENERAL

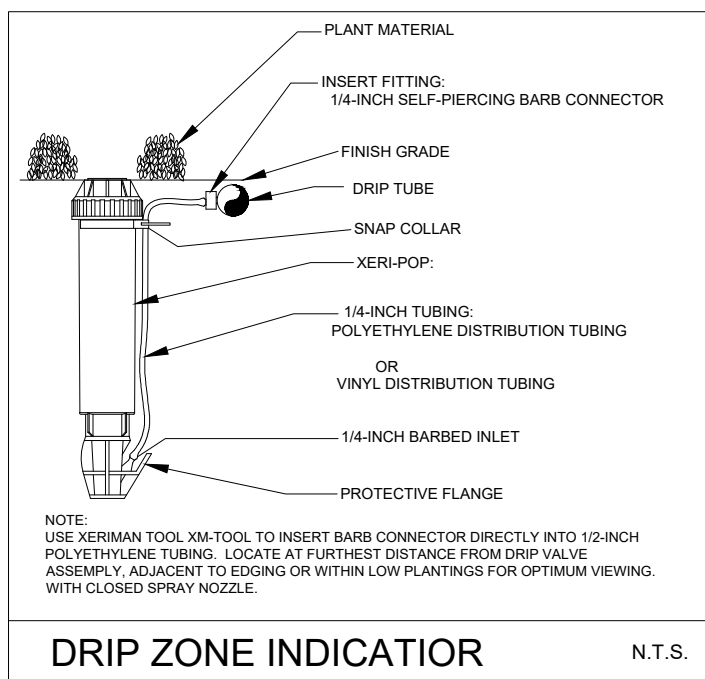
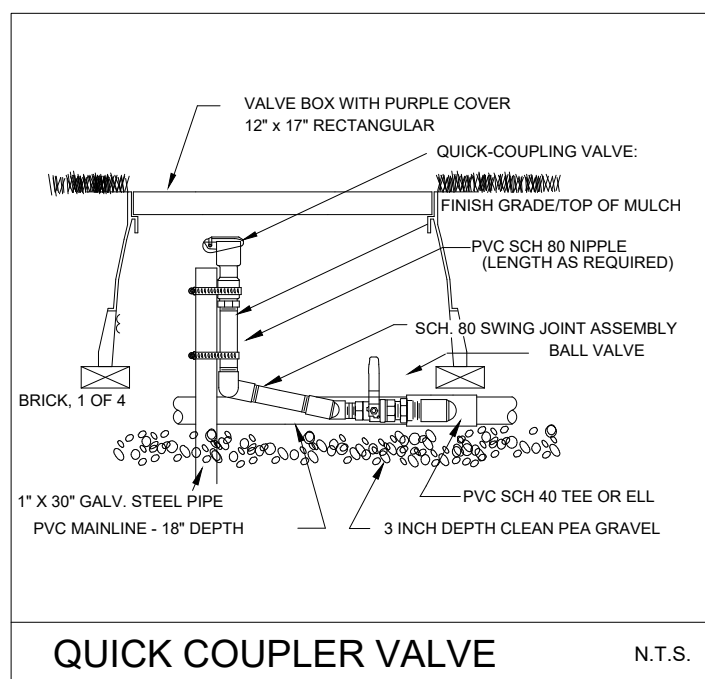
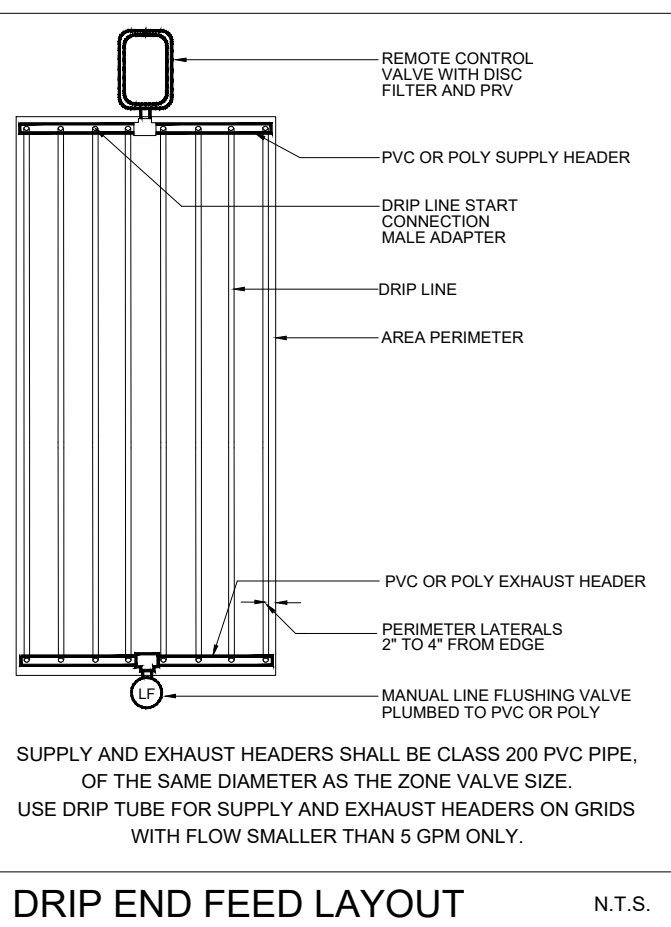
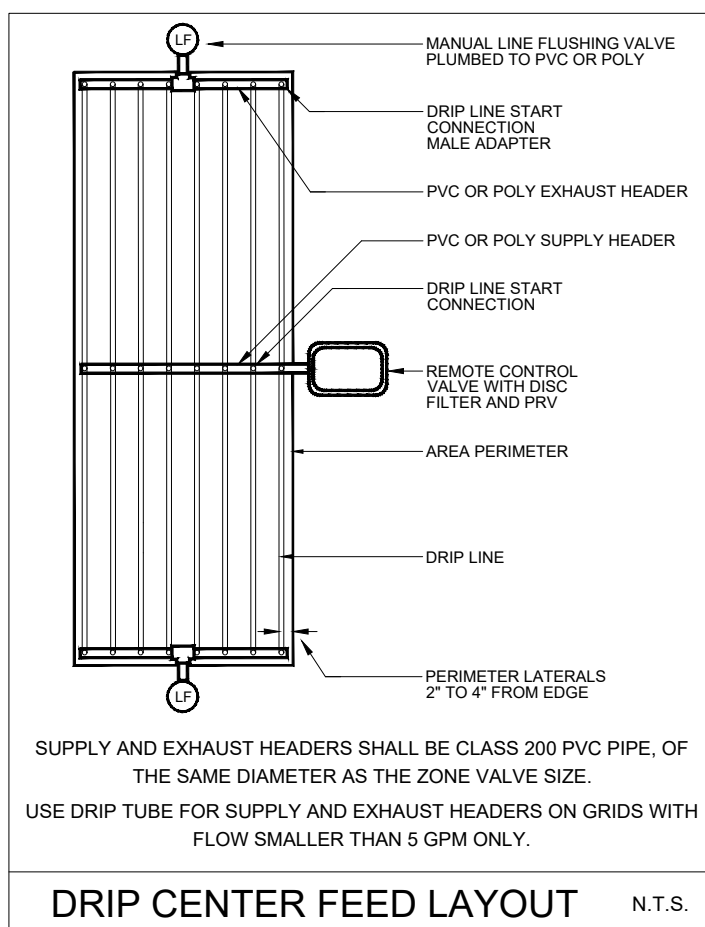
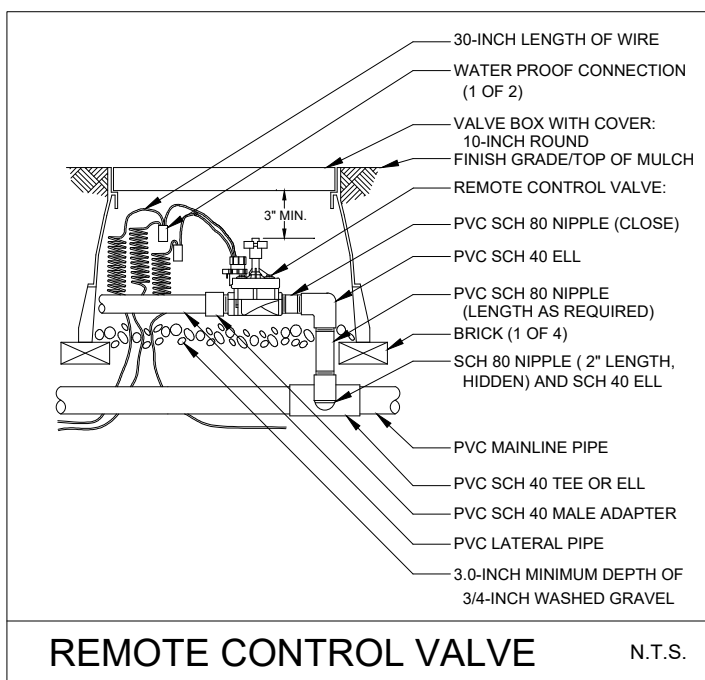
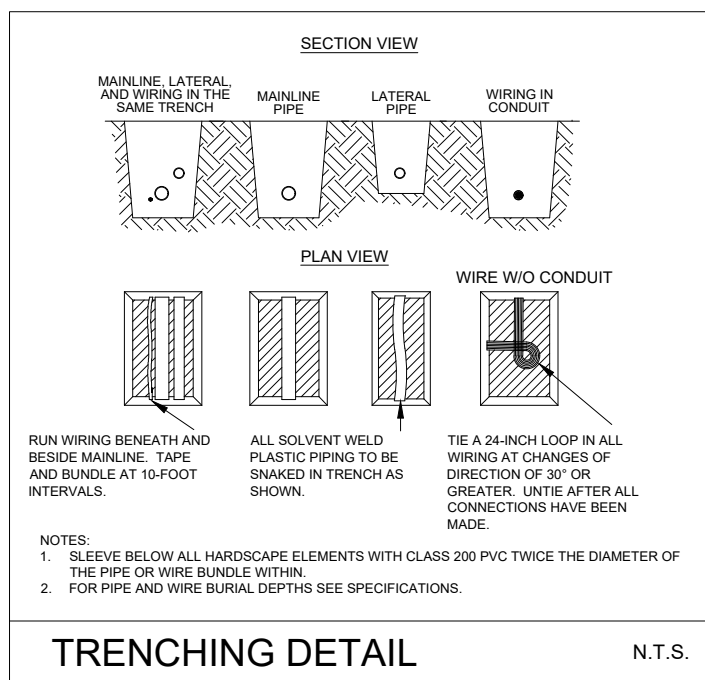
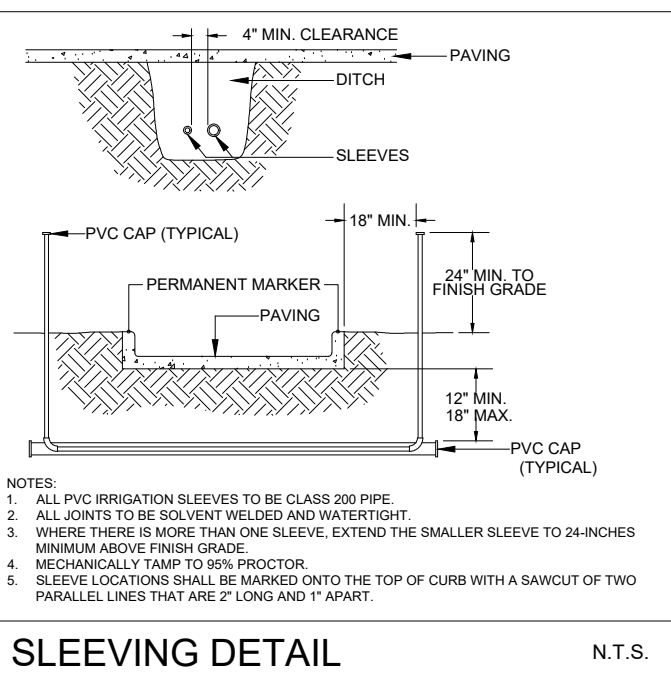
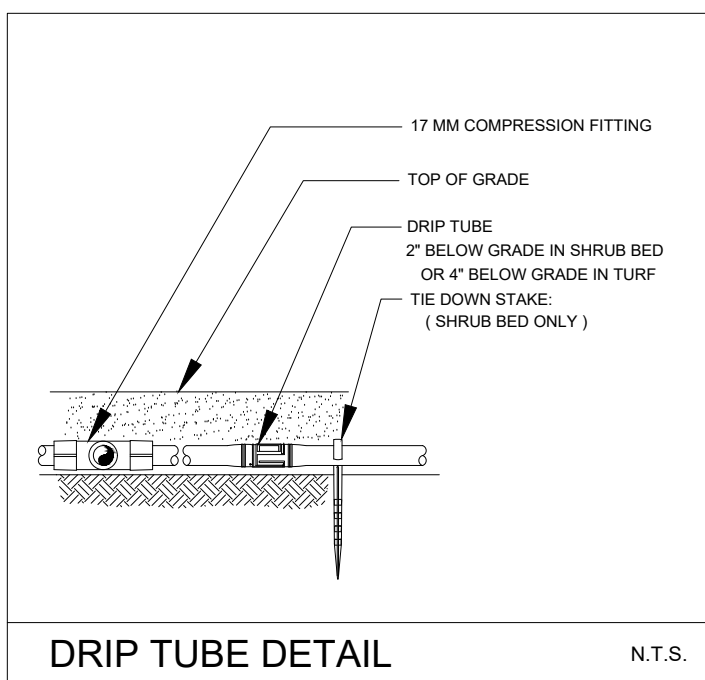
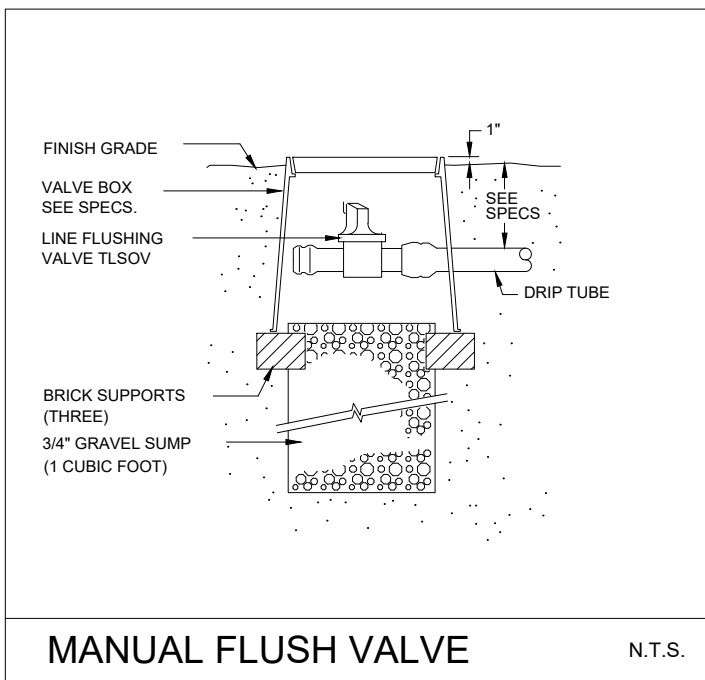
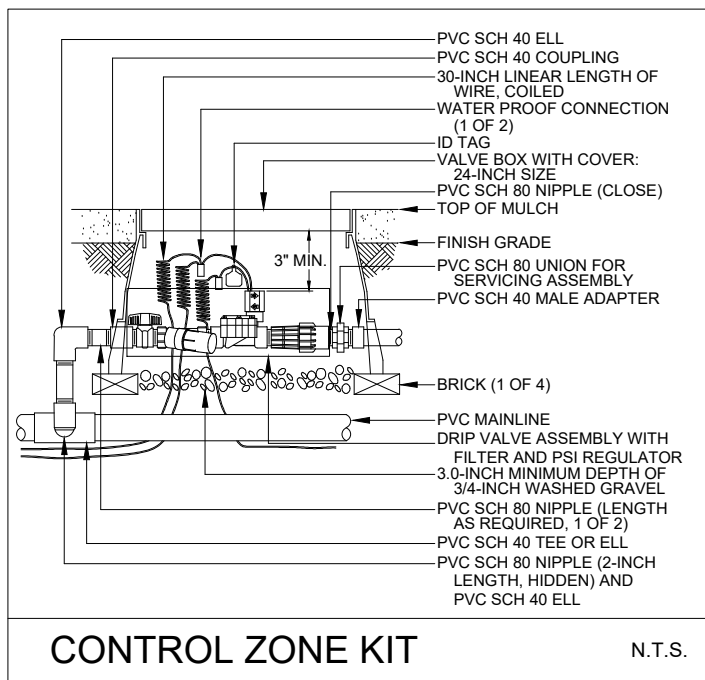
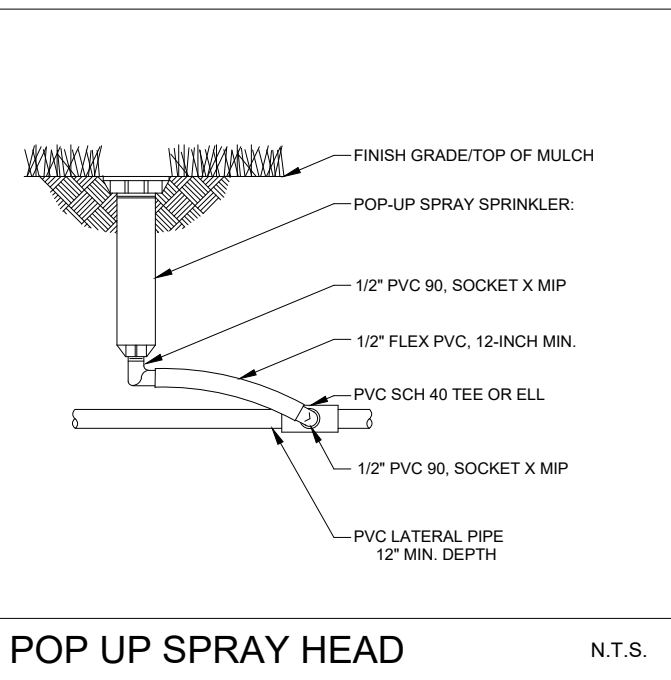
1. ALL WORK SHALL BE PERFORMED BY A LICENSED IRRIGATION CONTRACTOR (L.I.C.).
2. L.I.C. SHALL CONFIRM PLAN SITE CONDITIONS PRIOR TO INSTALL. L.I.C. SHALL NOT PROCEED WITH INSTALL IF SITE CONDITIONS DIFFER FROM PLAN OR UNLESS NOTIFIED BY OWNER.
3. TEN (10) DAYS PRIOR TO INSTALL, L.I.C. TO CONFIRM STATIC PRESSURE OF A MINIMUM OF 65.0 PSI. IF STATIC PRESSURE IS LESS THAN 65.0 PSI, WORK SHALL NOT COMMENCE UNTIL NOTIFIED BY LANDSCAPE DESIGNER. DESIGN PRESSURE IS 65.00.
4. L.I.C. SHALL PREPARE AND SUBMIT ALL NECESSARY PERMITS AND OBTAIN ALL UTILITY LOCATIONS PRIOR TO INSTALL.
5. L.I.C. SHALL CONFORM TO ALL STATE AND LOCAL IRRIGATION AND PLUMBING CODES. ALL STATE AND LOCAL CODES SHALL PREVAIL OVER ANY DISCREPANCIES HEREIN AND SHALL BE ADDRESS BEFORE ANY CONSTRUCTION BEGINS. ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH ALL APPLICABLE LAWS, CODES AND REGULATIONS REQUIRED BY AUTHORITIES HAVING JURISDICTION OVER SUCH WORK, INCLUDING ALL INSPECTIONS AND PERMITS REQUIRED BY FEDERAL, STATE AND LOCAL AUTHORITIES IN SUPPLY, TRANSPORTATION AND INSTALLATION OF MATERIALS. IN CASE OF CONFLICT BETWEEN THESE PLANS AND LOCAL AND/OR STATE CODES, CODES SHALL PREVAIL.
6. IN CASE OF CONFLICT BETWEEN THESE PLANS AND LOCAL AND/OR STATE CODES, CODES SHALL PREVAIL.
7. ACTUAL LOCATION OF IRRIGATION EQUIPMENT MAY NEED TO BE ADJUSTED BASED ON ACTUAL SITE CONDITIONS.
8. FOR CLARITY PURPOSES, SOME IRRIGATION LINES AND EQUIPMENT ARE SHOWN IN LANDSCAPE AREAS; THESE LINES SHALL BE INSTALLED IN A COMMON TRENCH OR AT THE BACK OF CURB IN LANDSCAPE AREAS. MINOR FIELD ADJUSTMENTS SHALL BE MADE AT NO ADDITIONAL COST TO THE OWNER.
9. L.I.C. SHALL SECURE ALL REQUIRED PERMITS AT NO ADDITIONAL COST TO OWNER.
10. L.I.C. SHALL MEET WITH THE OWNER'S REPRESENTATIVE PRIOR TO COMMENCEMENT OF WORK, AND SHALL OBTAIN ALL NECESSARY PLANS AND DOCUMENTS. THE IRRIGATION CONTRACTOR SHALL THOROUGHLY REVIEW THE PLANS AND REPORT ANY DISCREPANCIES TO THE LANDSCAPE ARCHITECT AND OWNER'S REPRESENTATIVE IMMEDIATELY.
11. L.I.C. SHALL PROVIDE OWNER WITH WATERING SCHEDULE, CONTROL CHART, WARRANTY INFORMATION, AND ALL APPLICABLE EQUIPMENT OWNER'S MANUAL AFTER INSTALLATION.

SPECIFICATIONS

1. THE PROPOSED LOCATIONS OF ALL ABOVE-GROUND EQUIPMENT INCLUDING BACKFLOW PREVENTERS, CONTROLLERS AND WEATHER SENSORS SHALL BE STAKED BY THE L.I.C. FOR APPROVAL BY THE LANDSCAPE ARCHITECT OR OWNER'S REPRESENTATIVE BEFORE THESE ITEMS ARE INSTALLED.
2. MINIMUM DISTANCE BETWEEN MAIN LINE AND LATERAL LINE FITTINGS TO BE 18".
3. LATERAL PIPE SHALL BE INSTALLED AT A MINIMUM DEPTH OF 12". MAINLINE PIPE AND WIRES SHALL BE INSTALLED AT A MINIMUM DEPTH OF 18".
4. ALL PVC PIPE AND FITTINGS TO BE INSTALLED USING COLORED PRIMER PRIOR TO APPLYING PVC CEMENT. (SEE UNIFORM PLUMBING CODE SECTION 316 OR THE INTERNATIONAL PLUMBING CODE SECTION 605).
5. L.I.C. SHALL COORDINATE IRRIGATION INSTALLATION WITH PLANTING PLAN AND SITE CONDITIONS. L.I.C. SHALL MAKE MINOR ADJUSTMENTS TO ENSURE PROPER COVERAGE AND MINIMAL OVER SPRAY WITH NO ADDITIONAL COST TO OWNER.
6. L.I.C. SHALL SELECT AND ADJUST ALL POP UP AND ROTARY SPRAY NOZZLES TO DIRECT FLOW AROUND FROM ALL HARDSCAPE AND IMPERVIOUS MATERIAL.
7. L.I.C. TO INSTALL ALL POP UP AND ROTARY SPRAY HEADS A MINIMUM OF 4" AWAY FROM ALL HARDSCAPE OR AS REQUIRED BY LOCAL CODES.
8. L.I.C. SHALL INSTALL AND ADJUST VAN SERIES NOZZLES FOR SITUATIONS THAT REQUIRE LESS THAN A 90 DEGREE SPRAY.
9. ALL ROTARY HEADS AND QUICK COUPLERS SHALL BE INSTALLED USING RIGID SCHEDULE 80 PVC SWING JOINT ASSEMBLIES UNLESS OTHERWISE NOTED.
10. ALL SPRAY HEADS SHALL BE INSTALLED WITH A MINIMUM OF 12" LENGTH OF 1/2" FLEX PVC. THE PVC SHALL BE SOLVENT WELDED TO SCHEDULE 40 PVC FITTINGS WITH WELD-ON #795 SOLVENT AND #7-10 PRIMER.
11. IN REGARDS TO EXISTING TREES, NO MACHINE TRENCHING SHALL OCCUR IN EXISTING ROOT ZONES. HAND TRENCH IN EXISTING ROOT ZONES ONLY. WHEN HAND TRENCHING, NO ROOTS LARGER THAN 1" DIAMETER SHALL BE CUT. STAKE ALL PROPOSED TRENCH ROUTES NEAR EXISTING TREES FOR APPROVAL BY THE LANDSCAPE ARCHITECT BEFORE DIGGING BEGINS.
12. GENERAL CONTRACTOR TO PROVIDE ELECTRICAL POWER WITHIN FIVE FEET OF CONTROLLER LOCATION. L.I.C. TO PROVIDE FINAL HARD WIRING TO CONTROLLER.
13. 24 VOLT VALVE WIRE SHALL BE A MINIMUM OF #14 GAUGE, U.F. APPROVED FOR DIRECT BURIAL, SINGLE CONDUCTOR IRRIGATION WIRE. WIRE SPLICES SHALL BE PROTECTED BY APPROVED PRODUCT MANUFACTURER WATERPROOF CONNECTORS, OR WHEN NOT SPECIFIED BY THE MANUFACTURER, WIRE SPLICES SHALL BE PROTECTED BY 3/8 D.B.Y. CONNECTORS. ALL FIELD SPLICES SHALL BE LOCATED IN A ROUND VALVE BOX OF SUFFICIENT SIZE TO ALLOW FOR INSPECTION UNLESS OTHERWISE NOTED.
14. VALVE BOXES SHALL BE MANUFACTURED BY N.D.S. AND INSTALLED FLUSH TO GRADE AND SUPPORTED BY BRICKS; IF NEEDED. A MINIMUM OF FOUR INCHES OF CLEAR GRAVEL SHALL BE LOCATED BELOW THE VALVE WITH A MINIMUM 1" AIR GAP BETWEEN THE TOP OF THE GRAVEL AND THE BOTTOM OF THE VALVE. A MINIMUM OF A 12" X 7" RECTANGULAR VALVE BOX WITH A PURPLE LID SHALL BE INSTALLED FOR EACH QUICK COUPLER. A MINIMUM OF A 12" X 7" RECTANGULAR VALVE BOX SHALL BE INSTALLED FOR EACH ELECTRICAL VALVE, UNLESS NOTED OTHERWISE.
15. L.I.C. TO PROVIDE ONE QUICK COUPLER KEY WITH SWIVEL HOSE END FOR EVERY SIX QUICK COUPLER VALVES. ONE SET MINIMUM REQUIRED IF QUICK COUPLERS ARE INDICATED.
16. 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 TO 10% OF THE TOTAL NUMBER OF HEADS WHEN NEEDED, WITH NO ADDITIONAL COST TO THE OWNER.

DRIP

1. WHEN DRIP IS SPECIFIED FOR TURF AREAS, DRIP TUBE SHALL INCLUDE PRE-INSTALLED DRIP EMITTERS AS SPECIFIED AT 12" INTERVALS INSTALLED IN CENTER FEED GRIDS WITH 18" ROW SPACING (SEE LEGEND FOR SPECIFICATIONS). INDIVIDUAL DRIP TUBE RUNS SHALL EXCEED 150 LINEAL FEET. DRIP TUBE SHALL BE STAKED EVERY 50' PVC LATERAL TRUNK LINES SHALL BE INSTALLED 120" DEEP AND 18" MIN. BURNISHED SOD GRADATIONS SHALL BE MAINTAINED TO THE HARD TYPICAL PLANTINGS FROM THE ZONE VALVE. USE 17 MM BARBED FITTINGS FOR DRIP LINE CONNECTIONS, THE MAXIMUM OPERATING PRESSURE FOR DRIP TUBE SHALL BE 50 PSI. INSTALL DRIP LINE PERPENDICULAR TO SLOPE FACE. SAME MANUFACTURER CHECK VALVES SHALL BE INSTALLED FOR EVERY 4.5 FT OF ELEVATION CHANGE WITHIN THE DRIP ZONE. INSTALL ONE MAINTENANCE "FLAG" FOR EACH DRIP ZONE WHICH WILL BE USED TO SHUT OFF THE DRIP ZONE FOR REPAIRS. DRIP TUBE SHALL BE CONNECTED TO THE DRIP ZONE PIPE AND SET FLUSH GRADE. INSTALLED AT THE FARTHEST DISTANCE FROM THE DRIP TUBE ASSEMBLY, INSTALL THE MAINTENANCE "FLAG" ADJACENT TO EDGING OR IN LOW PLANTINGS FOR EASE OF VIEWING.





1
S0.01

SITE PLAN MARKUPS
DEVELOPED FROM GRADING PLAN, SHEET L3.00, PROVIDED BY MCADAMS

DATE	BY	NO.	DATE	REVISION	BY
DES.	RM				
DRN.	RM				
CHK.	ETH				

Falkofske Engineering, Inc.
Structural Engineering Consultants
Texas Registration F-4038
722 North Fielder Road
Arlington, Texas 76012
(817) 261-8300



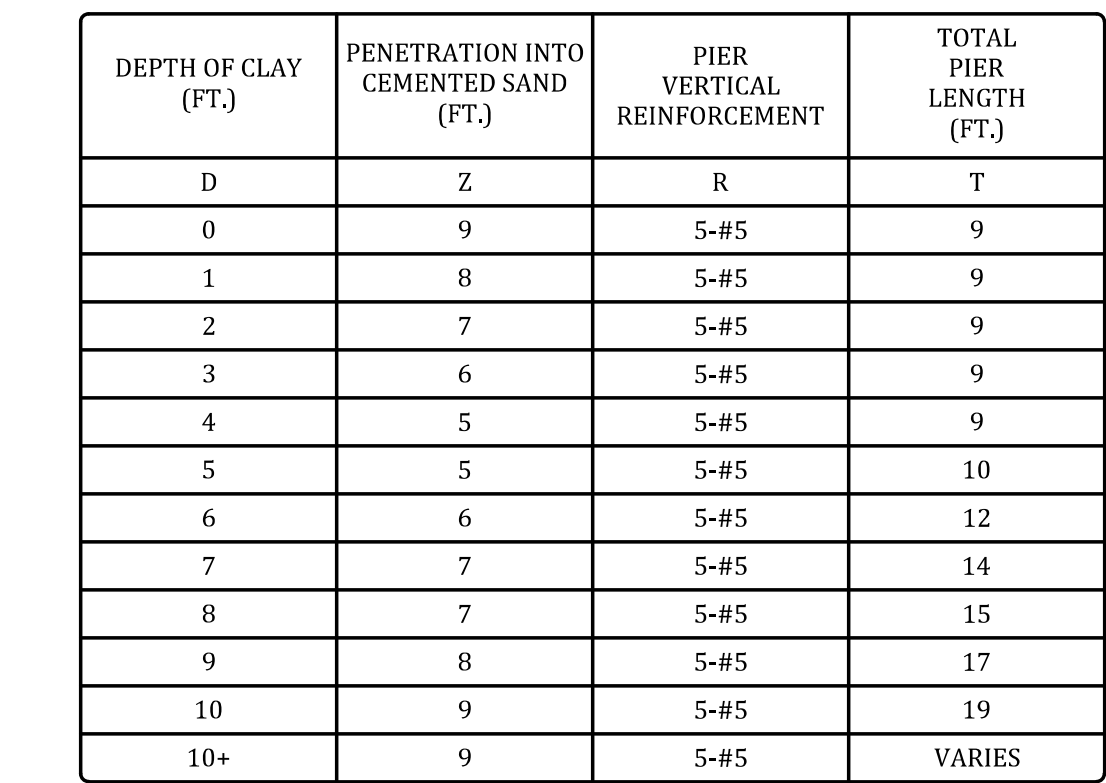
The use of these plans and specifications shall be restricted to the original site for which they were prepared. No part of these plans or specifications is to be reproduced, stored in a retrieval system, or transmitted in any form or by any means, electronic, mechanical, photocopying, recording, or by any information storage and retrieval system, without the prior written permission of Falkofske Engineering.

SITE PLAN MARKUPS
DEDICATED PICKLEBALL COURTS
699 INDIAN CREEK DRIVE
Trophy Club, Texas
MCADAMS
4400 STATE HIGHWAY 121, SUITE 800
LEWISVILLE, TEXAS



JOB NO. 856.24

S0.01



1
S1.01

18" Ø CONCRETE PIER
BEARING CONDITIONS AND DETAILS

S1.01

1. ALL CONCRETE SHALL HAVE MINIMUM COMPRESSIVE STRENGTH $f_c = 3000$ psi AT 28 DAYS PROVIDE 5" SLUMP. ADDING WATER AT SITE IS NOT PERMITTED.
2. THE CONCRETE MIX DESIGNS SHALL BE PROPORTIONED TO MINIMIZE THE ADVERSE EFFECTS OF CLIMATE AT THE TIME OF YEAR THE CONCRETE IS PLACED. USE OF WORKABILITY ADMIXTURES AND AIR ENTRAINMENT IS PERMITTED AND MUST BE NOTED ON MIX DESIGNS.
3. USE OF CALCIUM CHLORIDE ADMIXTURES IS NOT PERMITTED.
4. THE BUILDER/CONTRACTOR IS RESPONSIBLE FOR MAKING CONCRETE COMPRESSIVE STRENGTH CYLINDER TESTS AS REQUIRED BY A.C.I. 318-95.

1. ALL REINFORCING STEEL SHALL BE NEW BILLET STEEL CONFORMING TO A.S.T.M. A-615 GRADE 60. REINFORCEMENT SHALL BE FREE OF RUST AND DETERIOUS OR APPROVED EQUAL MATERIALS.

1. SUFFICIENT SUPPORT BARS AND CHAIRS SHALL BE PROVIDED TO MAINTAIN PROPER REINFORCEMENT PROFILE THROUGHOUT CONCRETE PLACEMENT. BARS SHALL BE SUPPORTED ON CHAIRS AND TIED AT ALL INTERSECTIONS. USE 4'-0" MAXIMUM SPACING FOR SUPPORT CHAIRS.

3. TRENCHES FOR DEEP PLUMBING LINES SHOULD NOT BE LOCATED DIRECTLY UNDER (PARALLEL TO) BEAMS. HAND COMPACT BACKFILL IN 8 INCH LIFTS USING MOIST SAND OR SANDY CLAY SOIL.

4. BEAM SIZES SHOWN SHALL NOT BE DECREASED WITHOUT WRITTEN APPROVAL OF FALKOFSKE ENGINEERING, INC. BEAM DEPTH MAY BE INCREASED UP TO 36 INCHES TO MEET MINIMUM DEPTH TO BEARING REQUIREMENTS WITHOUT ADDITIONAL REINFORCEMENT

5. ALL SLABS AND BEAMS SHALL BE PROPERLY GRADED AND LEVELED. A THIN (1"±) LAYER OF SAND MAY BE USED UNDER THE SLAB.

6. A 10 MIL POLYETHYLENE VAPOR BARRIER SHALL BE PLACED BETWEEN THE CONCRETE AND SOIL. A THIN LAYER OF LEVELING SAND MAY BE PLACED ON TOP OF THE POLYETHYLENE.

7. CONTRACTOR NOTE: BEFORE PROCEEDING WITH ANY WORK OR ORDERING OF MATERIALS, THE CONTRACTOR AND/OR SUBCONTRACTORS SHALL VERIFY ALL MEASUREMENTS AND LOCATION OF BUILDING COMPONENTS AND THEIR INTERRELATIONSHIP AT THE BUILDING SITE AND FOR THEIR CORRECTNESS.

1. THE REINFORCED CONCRETE DESIGN OF THIS FOUNDATION STRUCTURE HAS BEEN ANALYZED USING STANDARD ENGINEERING PRACTICES.

2. THE REINFORCED CONCRETE SLAB-ON-GRADE DESIGN SHOWN REFLECTS THE MINIMUM REQUIREMENTS NEEDED TO ALLOW THIS STRUCTURE SYSTEM TO ADEQUATELY PERFORM IN CONJUNCTION WITH THE SOIL PARAMETERS NOTED BELOW. THE INTENT IS NOT TO LIMIT SOIL MOVEMENT, BUT INSTEAD TO LIMIT EXCESSIVE FOUNDATION FLEXURE SO THAT DIFFERENTIAL MOVEMENT WILL NOT CAUSE UNREASONABLE DISTRESS.

3. FOUNDATION MAINTENANCE: DRAINAGE AWAY FROM THE FOUNDATION SHALL BE MAINTAINED AT ALL TIMES SO THAT GROUND WATER WILL NOT COLLECT ADJACENT TO OR UNDER THE SLAB. THE INTENT IS TO MAINTAIN AN EVEN SOIL MOISTURE CONTENT AROUND THE BUILDING SO THAT DIFFERENTIAL SOIL MOVEMENT IS LIMITED. DURING DRY SEASONS, WATERING THE SOILS WITHIN 5'-0" OF THE FOUNDATION IS REQUIRED. THIS TYPE OF FOUNDATION MAINTENANCE IS THE OWNERS RESPONSIBILITY.

4. HEAVY VEGETATION SUCH AS TREES WITHIN 10-15 FEET OF THE PERIMETER OF THE FOUNDATION MAY CAUSE EXCESSIVE WATER REMOVAL FROM THE SOIL NEAR OR UNDER THE FOUNDATION. SUCH UNANTICIPATED PARAMETERS ARE NOT CONSIDERED UNLESS REPORTED BY THE CONTRACTOR TO FALKOFSKE ENGINEERING, INC. IN WRITING PRIOR TO DESIGN.

REPORT NO. W242838
DATED: 10-23-2024

ALLOWABLE SOIL BEARING PRESSURE	1500 psf
EDGE MOISTURE VARIATION DISTANCE - CENTER LIFT	8.5 ft
EDGE MOISTURE VARIATION DISTANCE - EDGE LIFT	4.5 ft
DIFFERENTIAL SOIL MOVEMENT - CENTER LIFT	1.0 in
DIFFERENTIAL SOIL MOVEMENT - EDGE LIFT	1.2 in
MINIMUM DEPTH OF FOUNDATION INTO BEARING SOIL	12 in MIN
POTENTIAL VERTICAL RISE	1" OR LESS

THE FOUNDATION SUBGRADE MUST BE IMPROVED IN ACCORDANCE WITH THE RECOMMENDATIONS PROVIDED BY THE GEOTECHNICAL ENGINEER. SUBGRADE IMPROVEMENT SHALL BE MONITORED AND TESTED BY THE GEOTECHNICAL ENGINEER.

6. ALL FILL AREAS AND MATERIALS SHALL BE PLACED, COMPACTED, AND TESTED PER THE GEO-TECHNICAL ENGINEERS RECOMMENDATIONS.

7. BUILDING CODE: 2021 INTERNATIONAL RESIDENTIAL CODE

1. INSPECTIONS ARE TO BE AS REQUIRED BY LOCAL BUILDING DEPARTMENT.

2. FALKOFSKE ENGINEERING INC. SHALL BE CALLED FOR CONSTRUCTION REVIEW OF FOUNDATION BEAMS AND REINFORCEMENT PRIOR TO PLACING CONCRETE.

4" SLAB: REINFORCED WITH #4 @ 15" O.C, EACH WAY MIDDLE U.N.O.

EXTERIOR BEAMS: 10" WIDE X 24" DEEP
REINFORCE WITH 2-#5 TOP AND BOTTOM U.N.O.

INTERIOR BEAMS: 10" WIDE X 24" DEEP
REINFORCE WITH 2-#5 TOP AND BOTTOM U.N.O.

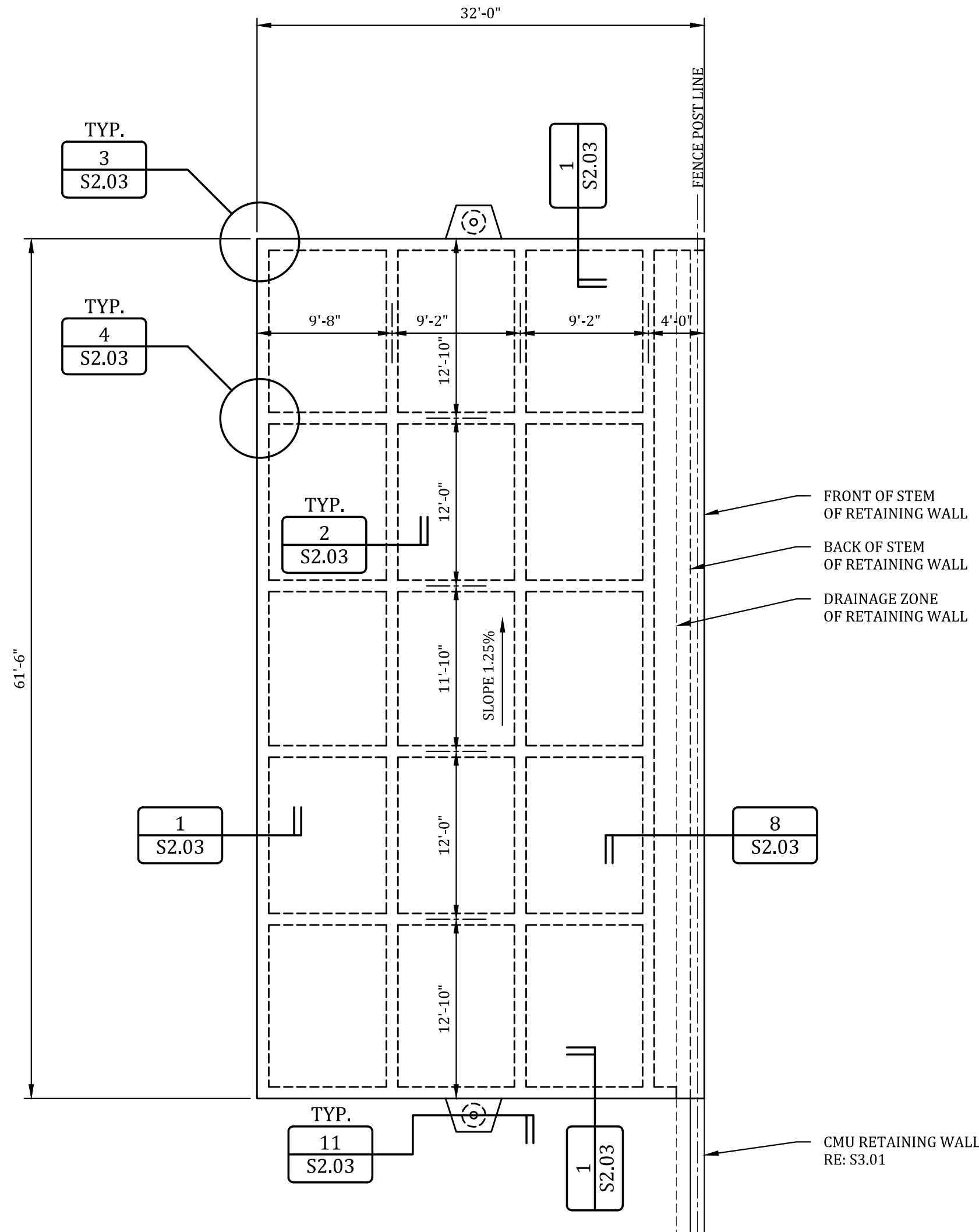
ALL REINFORCEMENT TO BE GRADE 60 WITH $f_y=60$ ksi.

The use of precast concrete bar supports (commonly called "Dobies") to support slab reinforcement or beam reinforcement for concrete slab on grade foundations is acceptable. It is important that the precast concrete bar supports are in fact made of concrete with an allowable f'c of 3000 psi. If the pads purchased are from the Aztec Concrete Accessories, Inc. which produces them, then they are pre-approved by Falkofski Engineering, Inc.

As referenced by Aztec Concrete Accessories, Inc., the Concrete Reinforcing Steel Institute (CRSI) references the use of concrete bar supports in the Manual of Standard Practice. The Manual of Standard Practice shows the use of wire dobies, plain dobies, combination (those with grooves), and dowel dobies (those with a hole for dowel bar support). The ACI also references the use of dobies as a standard practice, and the CRSI Manual of Standard Practice as a source for placing layouts.

It is our opinion that precast concrete bar supports do a much better job of supporting slab reinforcement than plastic chairs which is typical in the today's Slab on Grade foundation construction.

Brick veneer of either clay brick or concrete brick shall not be used in any Falkofsky Engineering, Inc. foundation design.



SQUARE DISTANCE: 32'-0" X 61'-6" = 69'-3 15/16"
AREA: 1,968 SF

4" SLAB: REINFORCED WITH #4 @ 15" O.C. EACH WAY MIDDLE U.N.O.

EXTERIOR BEAMS: 10" WIDE X 24" DEEP
REINFORCE WITH 2-#5 TOP AND BOTTOM U.N.O.

INTERIOR BEAMS: 10" WIDE X 24" DEEP
REINFORCE WITH 2-#5 TOP AND BOTTOM U.N.O.

- BASKETBALL COURT FOUNDATION AND ADJACENT CMU WALL HAVE BEEN DESIGNED ASSUMING A PVR OF 1" OR LESS PER THE GEOTECHNICAL REPORT. SUBGRADE IMPROVEMENT IN ACCORDANCE WITH THE GEOTECHNICAL REPORT IS REQUIRED.

- CONCRETE SHRINKS DURING THE CURING PROCESS. ANTICIPATE SOME CONCRETE SHRINKAGE CRACKS (MORE APPROPRIATELY REFERRED TO AS RESTRAINT TO SHORTENING CRACKS) WILL DEVELOP AT THE SURFACE OF THE SLAB. THESE CRACKS ARE COSMETIC AND DO NOT AFFECT THE STRUCTURAL INTEGRITY OF THE FOUNDATION. REFER TO S2.04 FOR A SAWCUT PLAN THAT MAY BE USED TO MITIGATE THE LOCATION OF SHRINKAGE CRACKS. ALSO, MOST OF THE SHRINKAGE CRACKS WILL DEVELOP DURING THE FIRST 30 DAYS OF THE CURING PROCESS. FEI RECOMMENDS WAITING AT LEAST 30 DAYS FOR THE CONCRETE TO CURE, THEN PERFORMING COSMETIC REPAIRS TO THE CRACKS AS DESIRED PRIOR TO APPLYING THE FINAL PLAY SURFACE/COATING.

[illegible]

Falkofski Engineering, Inc.
Structural Engineering Consultants
Texas Registration F-4038
722 North Fielder Road
Arlington, Texas 76012
(817) 261-8300



The use of these plans and specifications shall be restricted to the original site for which they were prepared. Any reproduction or distribution is expressly limited to such use. Any other reproduction, reuse, or disclosure by any method, in whole, or in part, is prohibited. These drawings and specifications contain proprietary information and title remains in FALFOKSKE ENGINEERING.

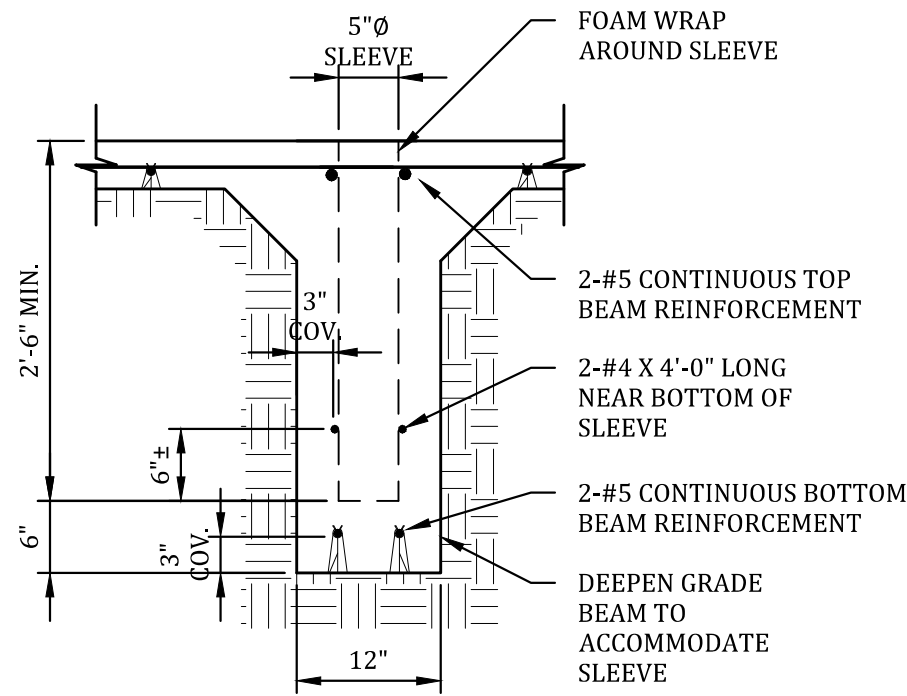
32' X 61'-6" BASKETBALL COURT
DEDICATED PICKLEBALL COURTS
699 INDIAN CREEK DRIVE
TROPHY CLUB, TEXAS

MCADAMS
4400 STATE HIGHWAY 121, SUITE 800
LEWISVILLE, TEXAS



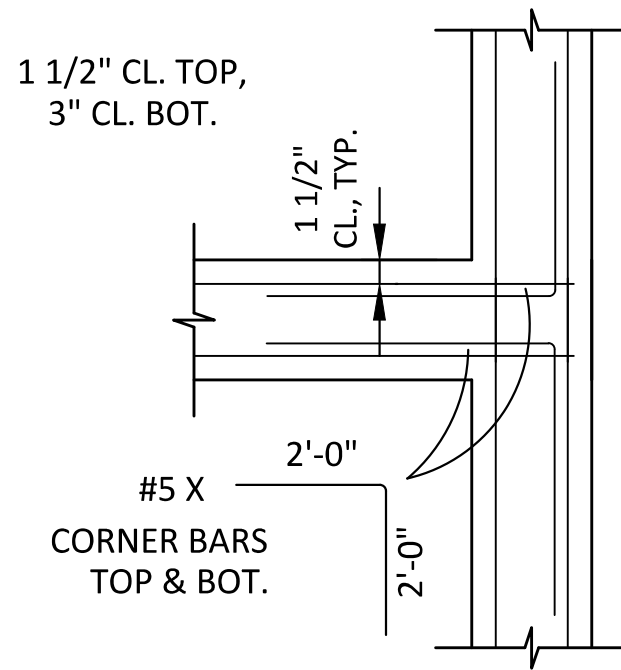
JOB NO. 856.24

S2.02



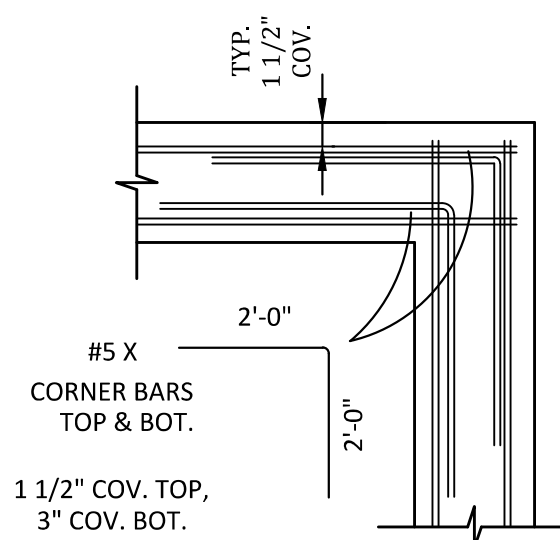
5
S2.03

INTERIOR GRADE BEAM WITH
SLEEVE FOR NET POST
OR 3' FENCE POST
DETAIL



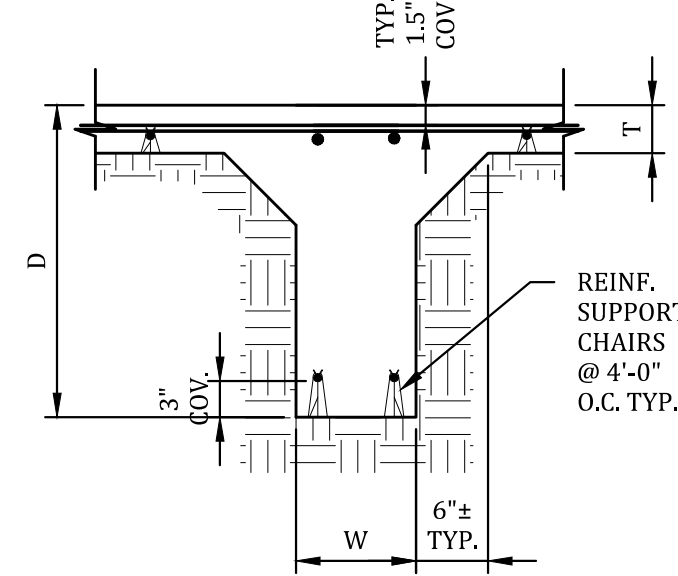
4
S2.03

INTERMEDIATE BEAM DETAIL



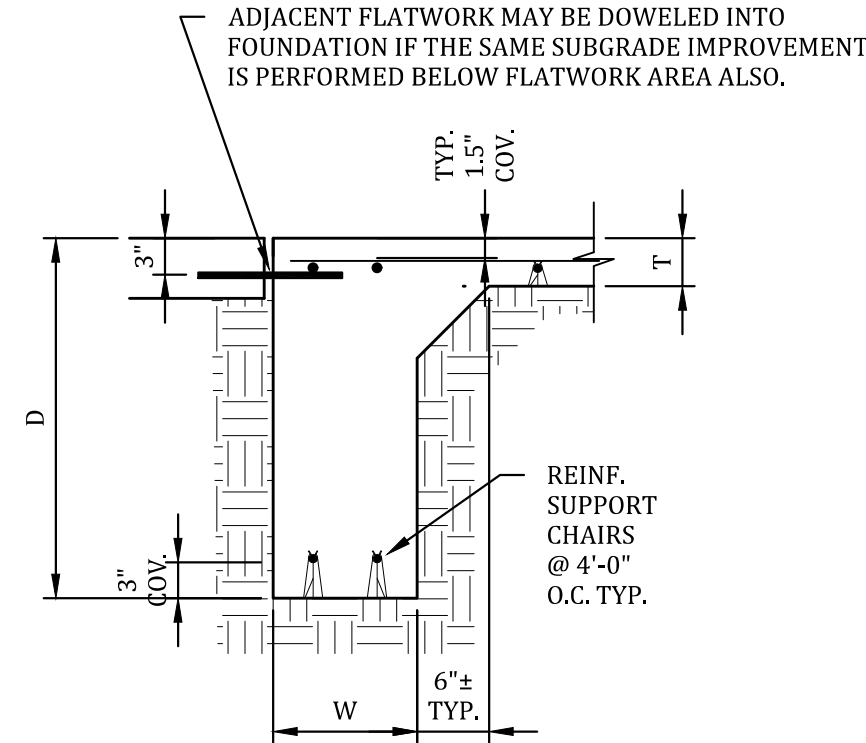
3
S2.03

CORNER BEAM DETAIL



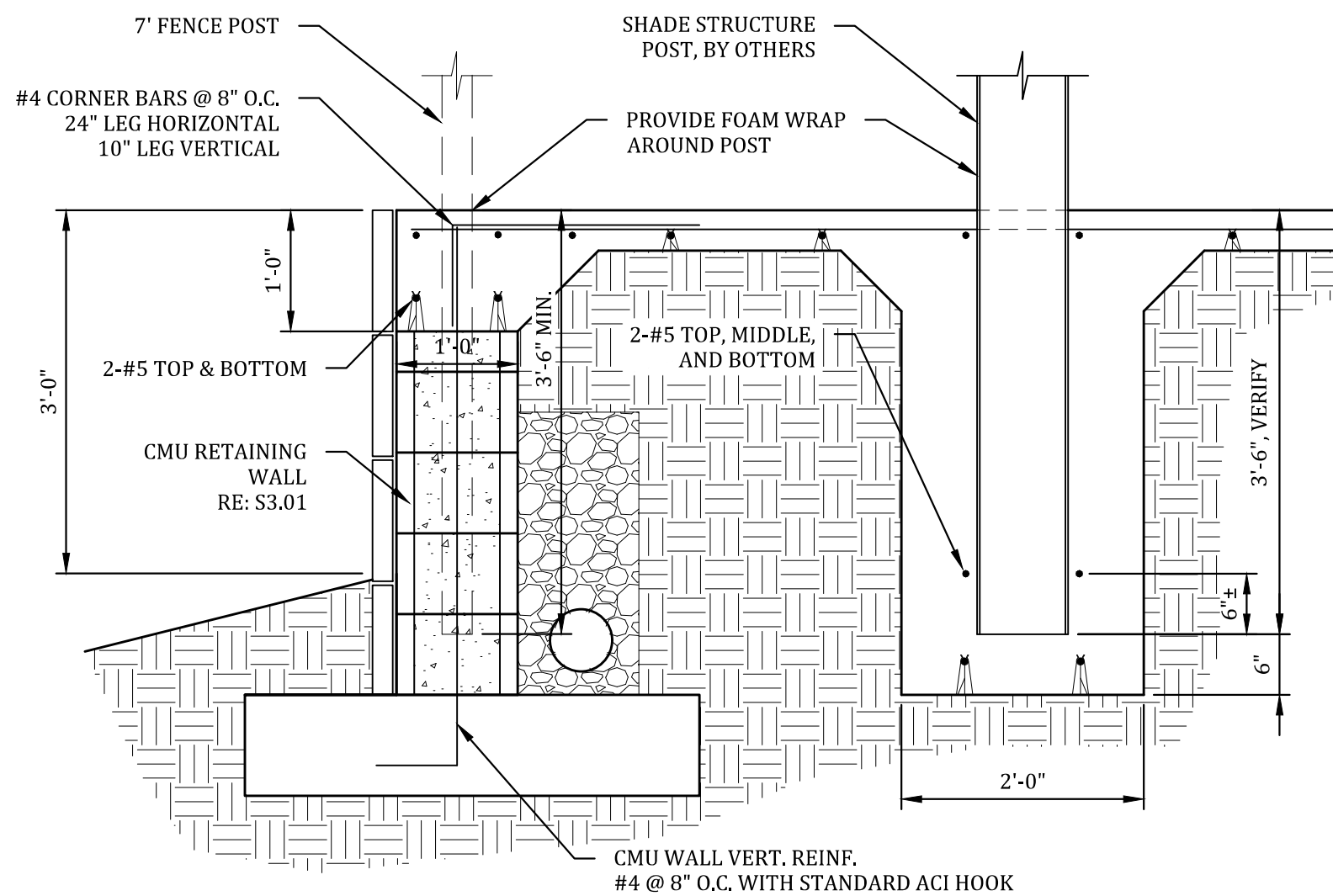
2
S2.03

INTERIOR GRADE BEAM
WITHOUT FENCE POSTS



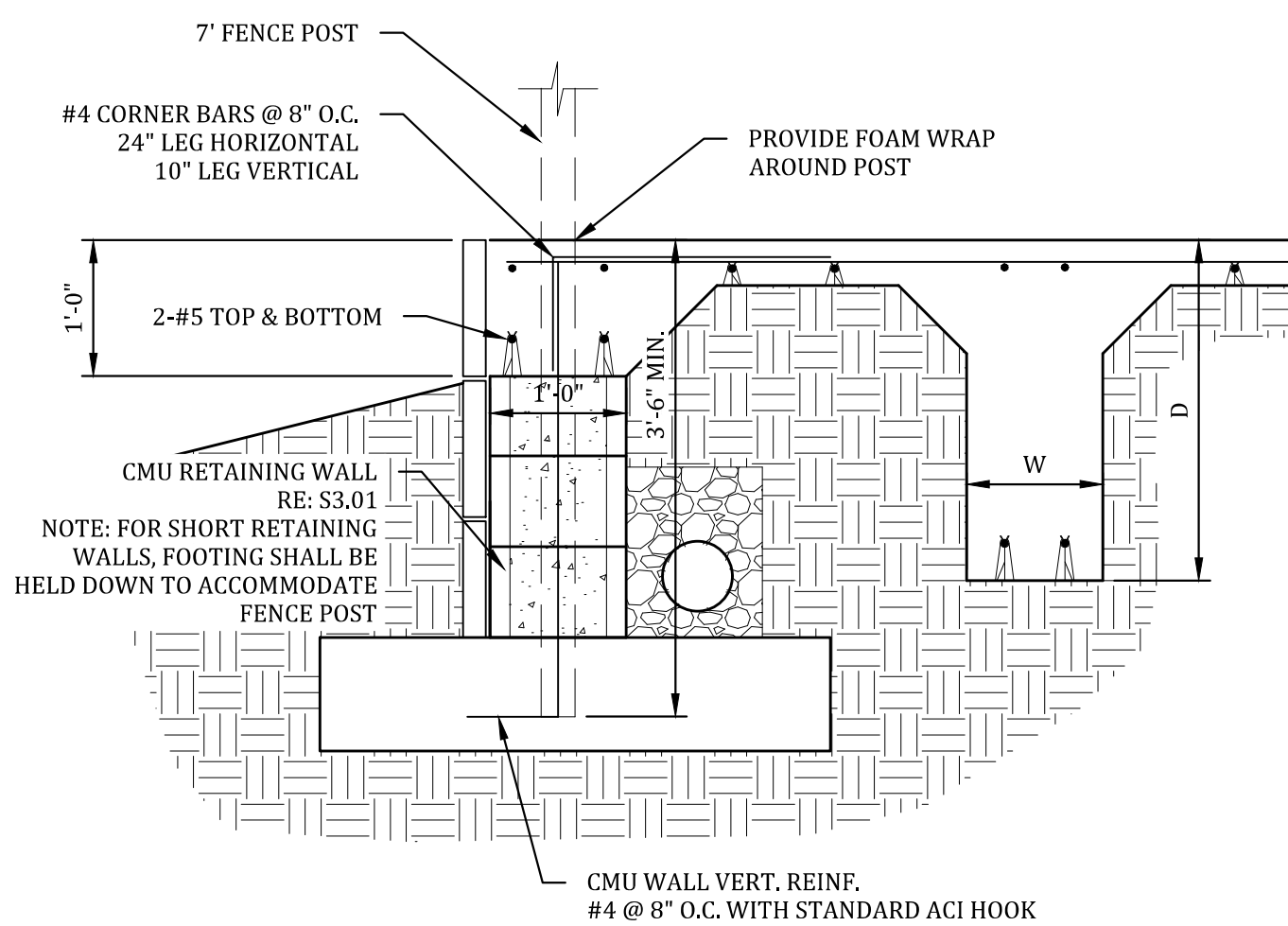
1
S2.03

EXTERIOR GRADE BEAM
WITHOUT FENCE POSTS



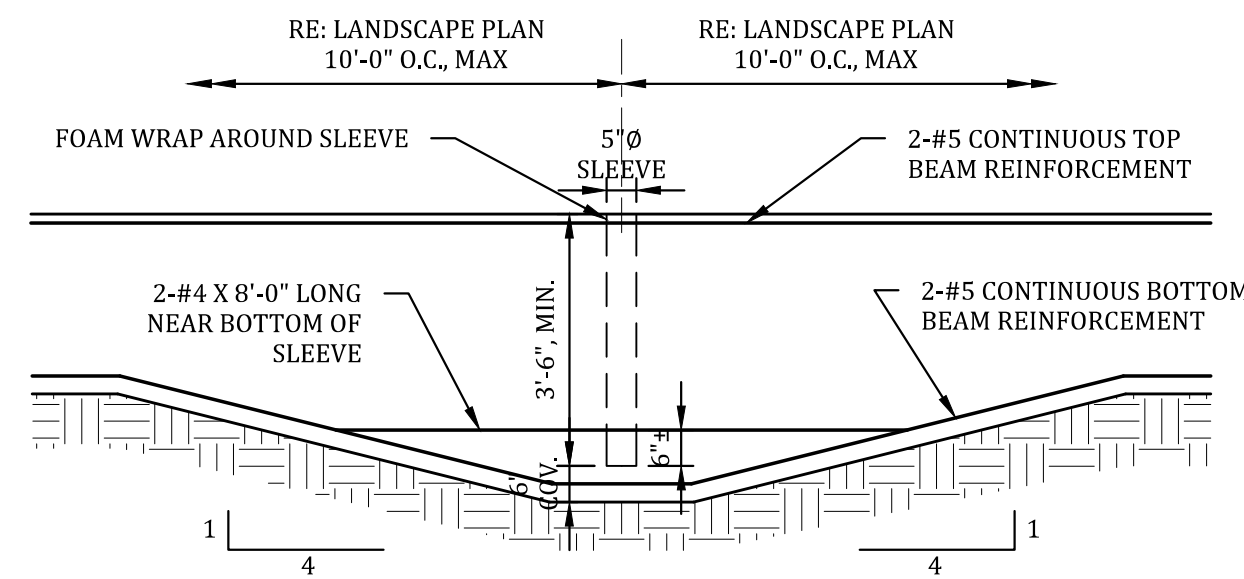
9
S2.03

CMU WALL WITH 7' FENCE POST
AND WIDENED FOUNDATION BEAM
WITH SHADE STRUCTURE POST
DETAIL



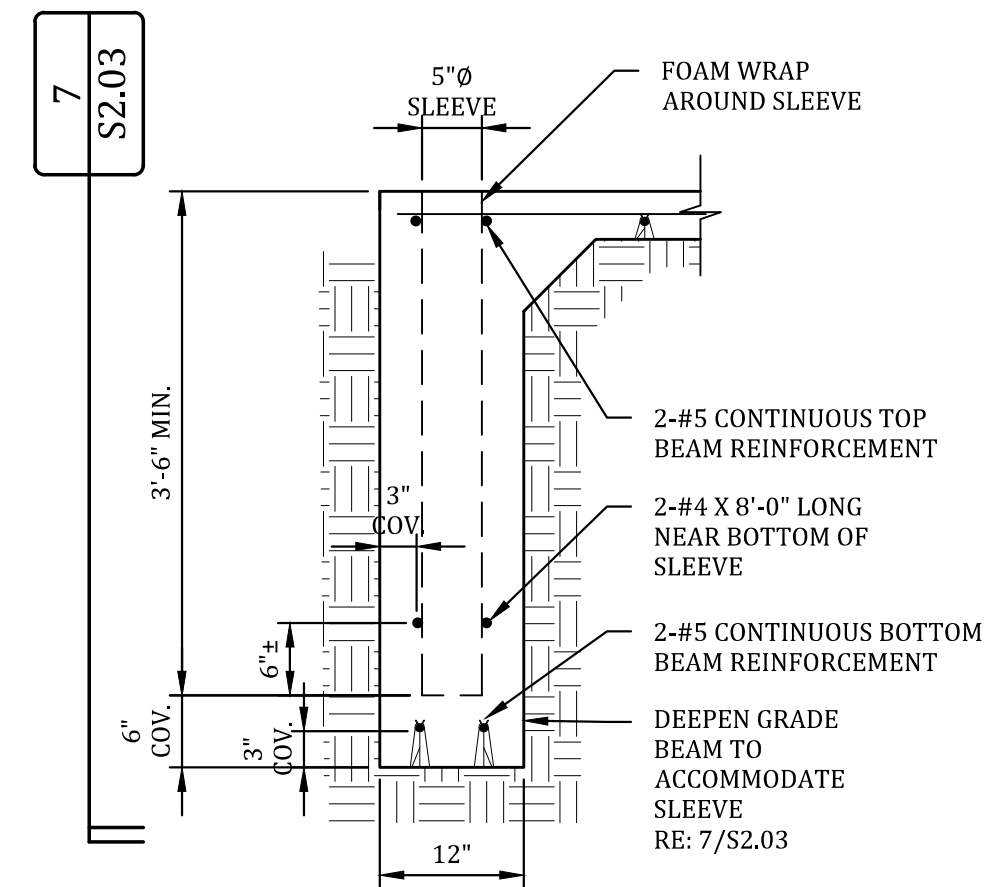
8
S2.03

CMU WALL WITH 7' FENCE POST
DETAIL



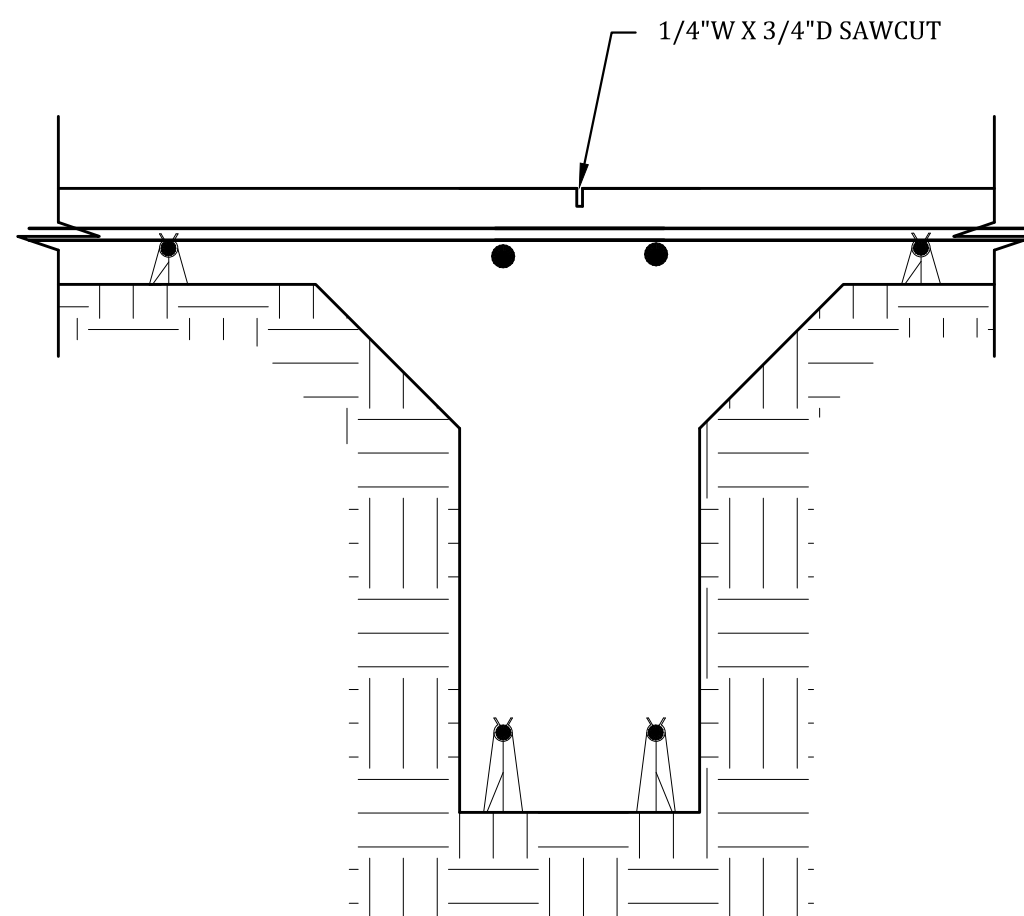
7
S2.03

DEEPEMED FOUNDATION BEAM AT 7' POST
DETAIL



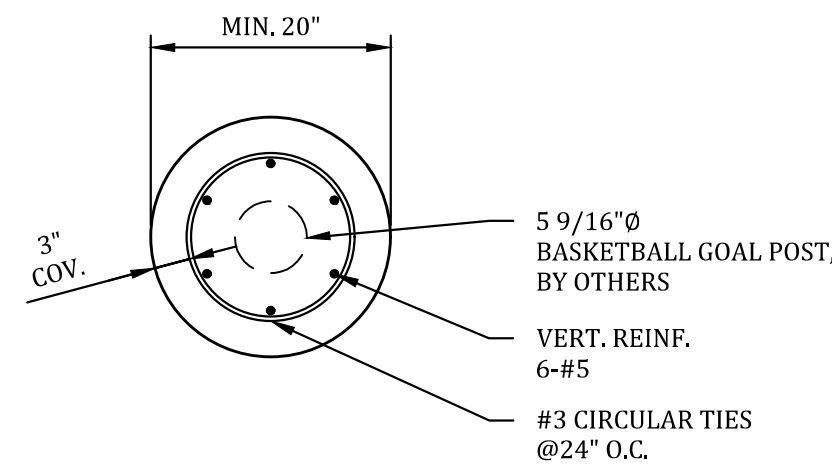
6
S2.03

EXTERIOR GRADE BEAM WITH
SLEEVE FOR 7' FENCE POST
DETAIL



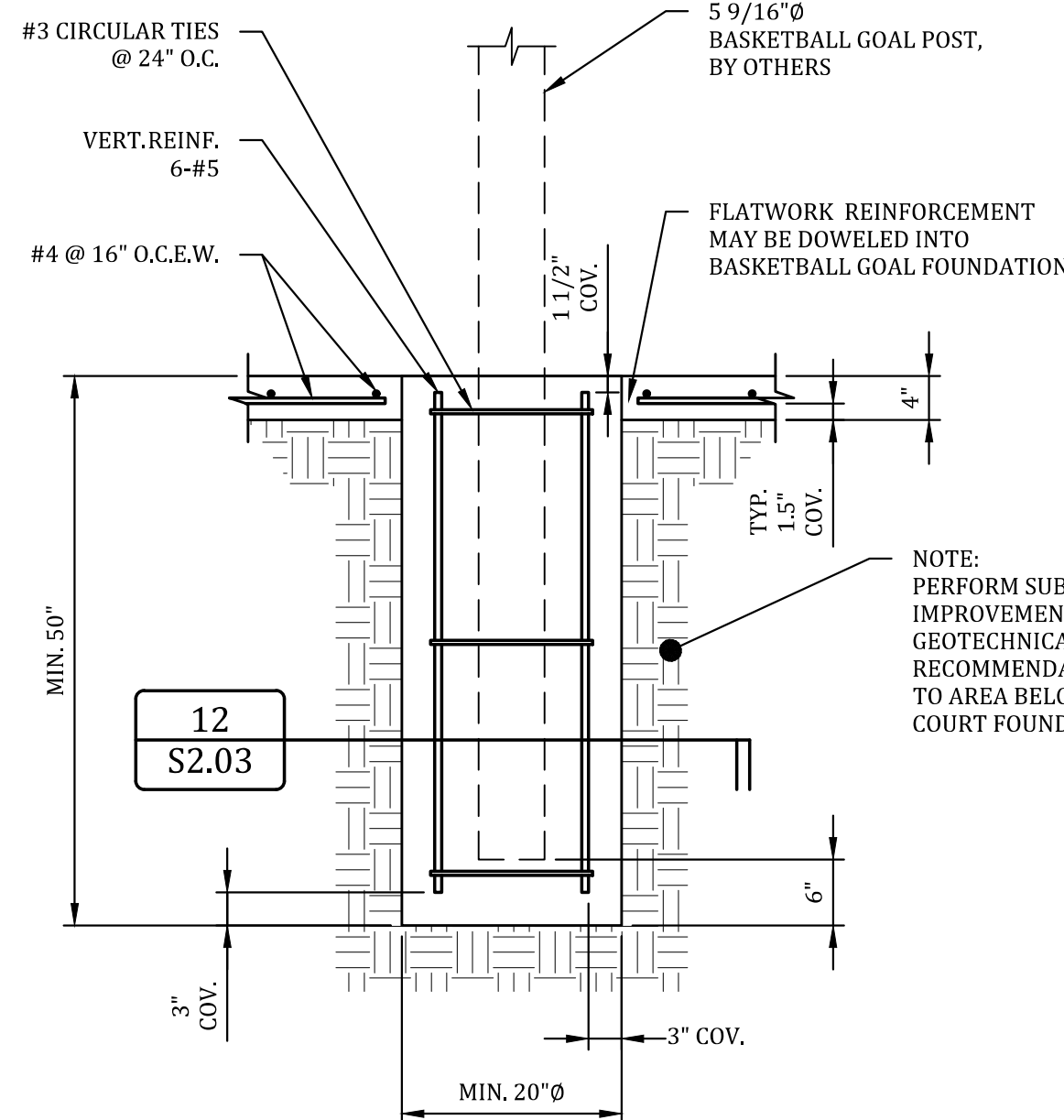
13
S2.03

SAWCUT
DETAIL



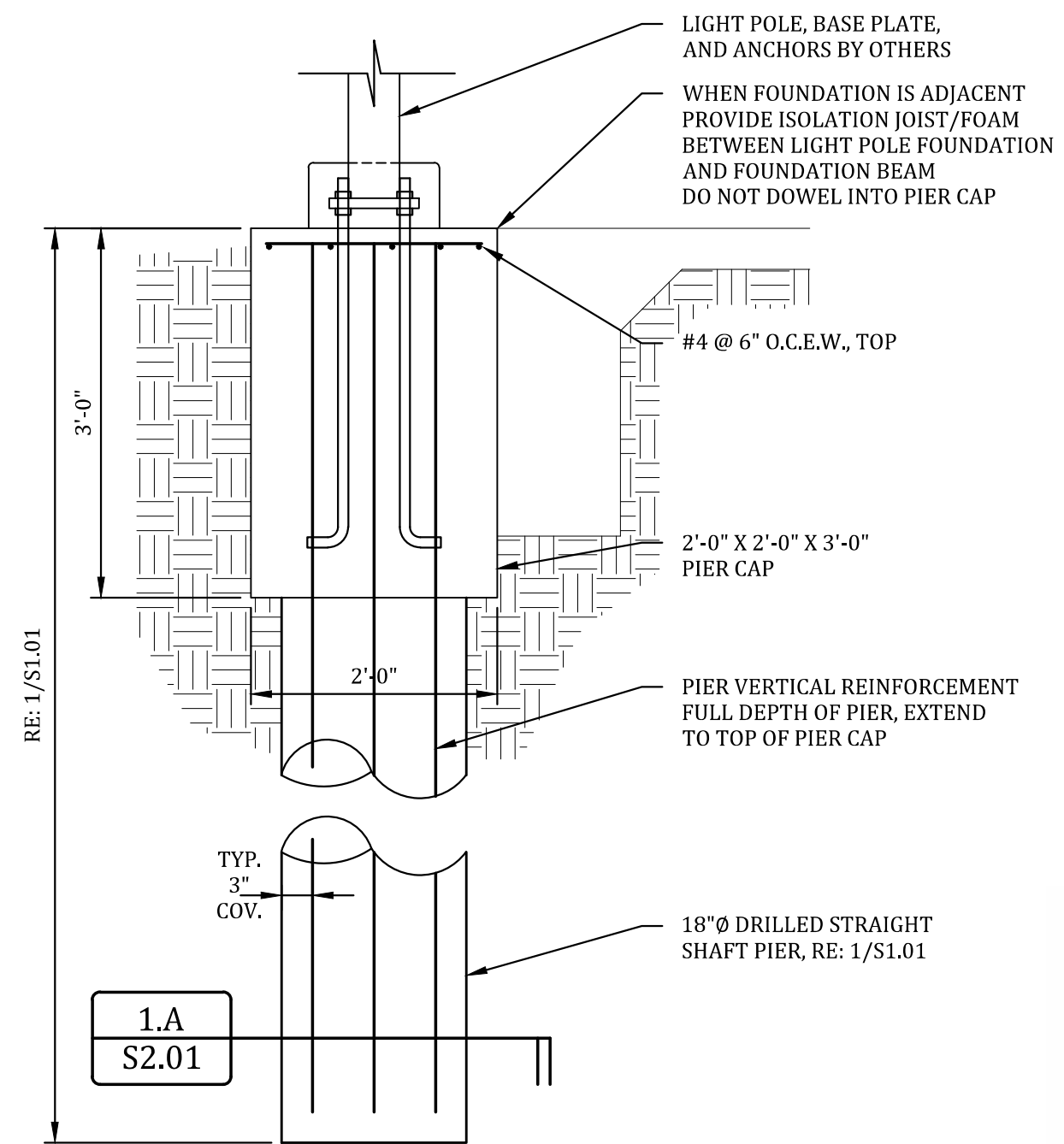
12
S2.03

BASKETBALL GOAL FOUNDATION
SECTION



11
S2.03

BASKETBALL GOAL FOUNDATION
DETAIL



10
S2.03

LIGHT POLE FOUNDATION
DETAIL

Falkofske Engineering, Inc.
Structural Engineering Consultants
Texas Registration F-4038
722 North Fielder Road
Arlington, Texas 76012
(817) 261-8300

FALKOFSKE
ENGINEERING

The use of these plans and specifications shall be restricted to the original site for which they were prepared. Any other reproduction, distribution, or use in any form, without the express written consent of Falkofske Engineering, Inc., is prohibited. These drawings and specifications contain information that is the property of Falkofske Engineering, Inc.

FOUNDATION DETAILS
DEDICATED PICKLEBALL COURTS
699 INDIAN CREEK DRIVE
Trophy Club, Texas
MCADAMS
4400 STATE HIGHWAY 121, SUITE 800
LEWISVILLE, TEXAS

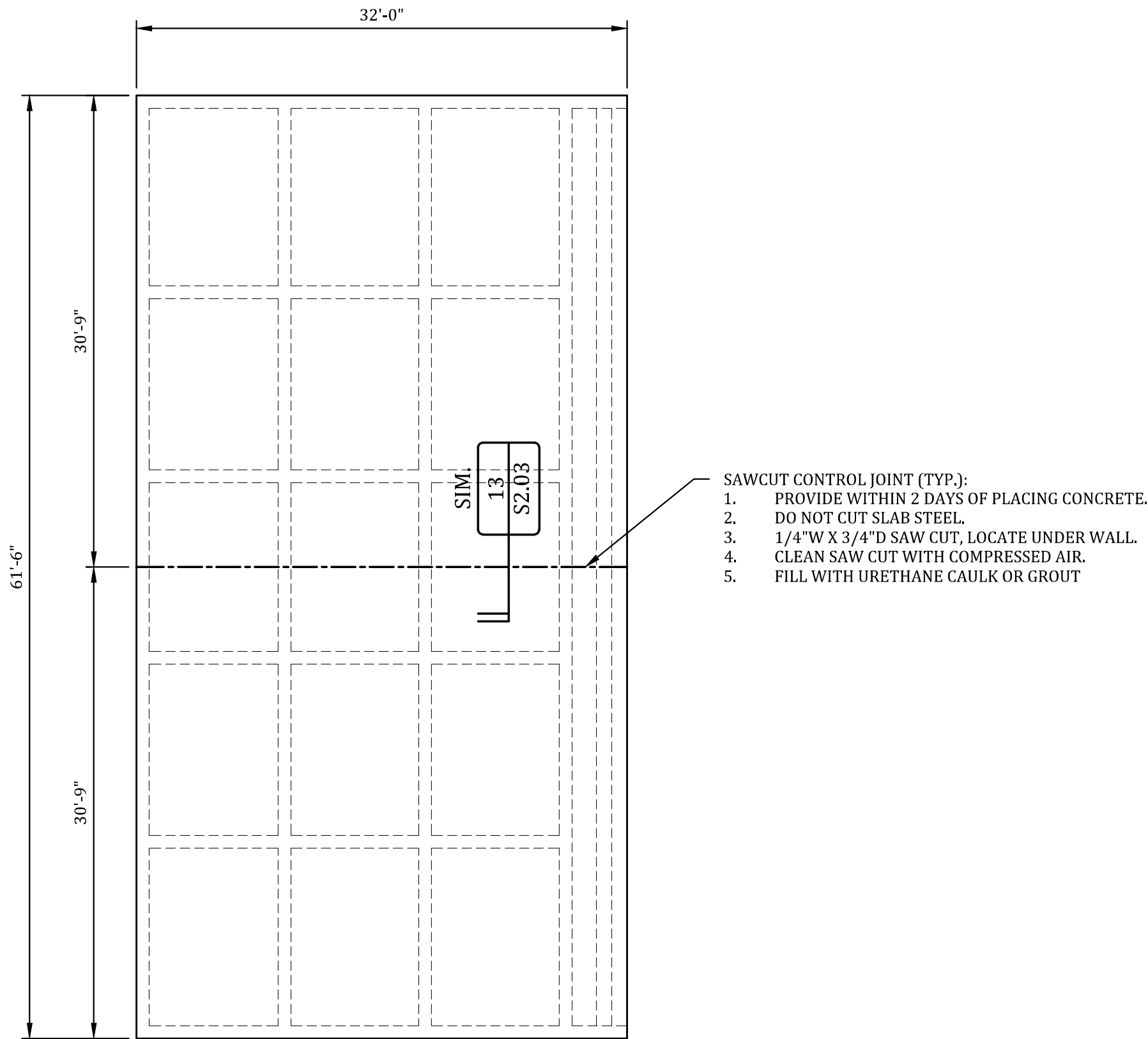


JOB NO. 856.24

S2.03

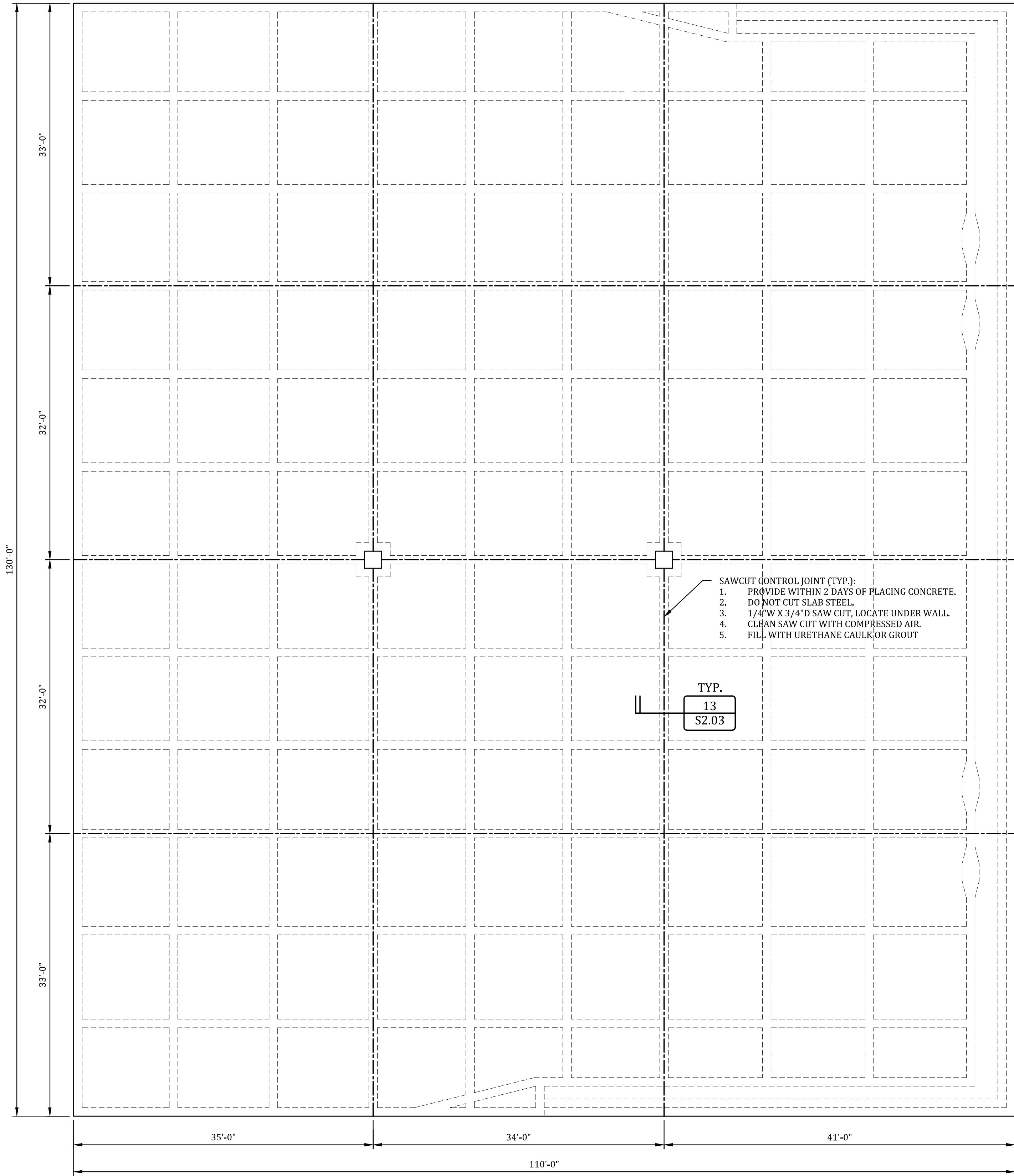
DATE	BY	NO.	DATE	REVISION	BY
11-08-24	RM				
11-08-24	RM				
11-08-24	ETH				

2
S2.04



BASKETBALL COURT SAWCUT
PLAN

1
S2.04



PICKLEBALL COURT SAWCUT
PLAN



JOB NO. 856.24

S2.04

SAWCUT PLAN
DEDICATED PICKLEBALL COURTS
699 INDIAN CREEK DRIVE
TROPHY CLUB, TEXAS

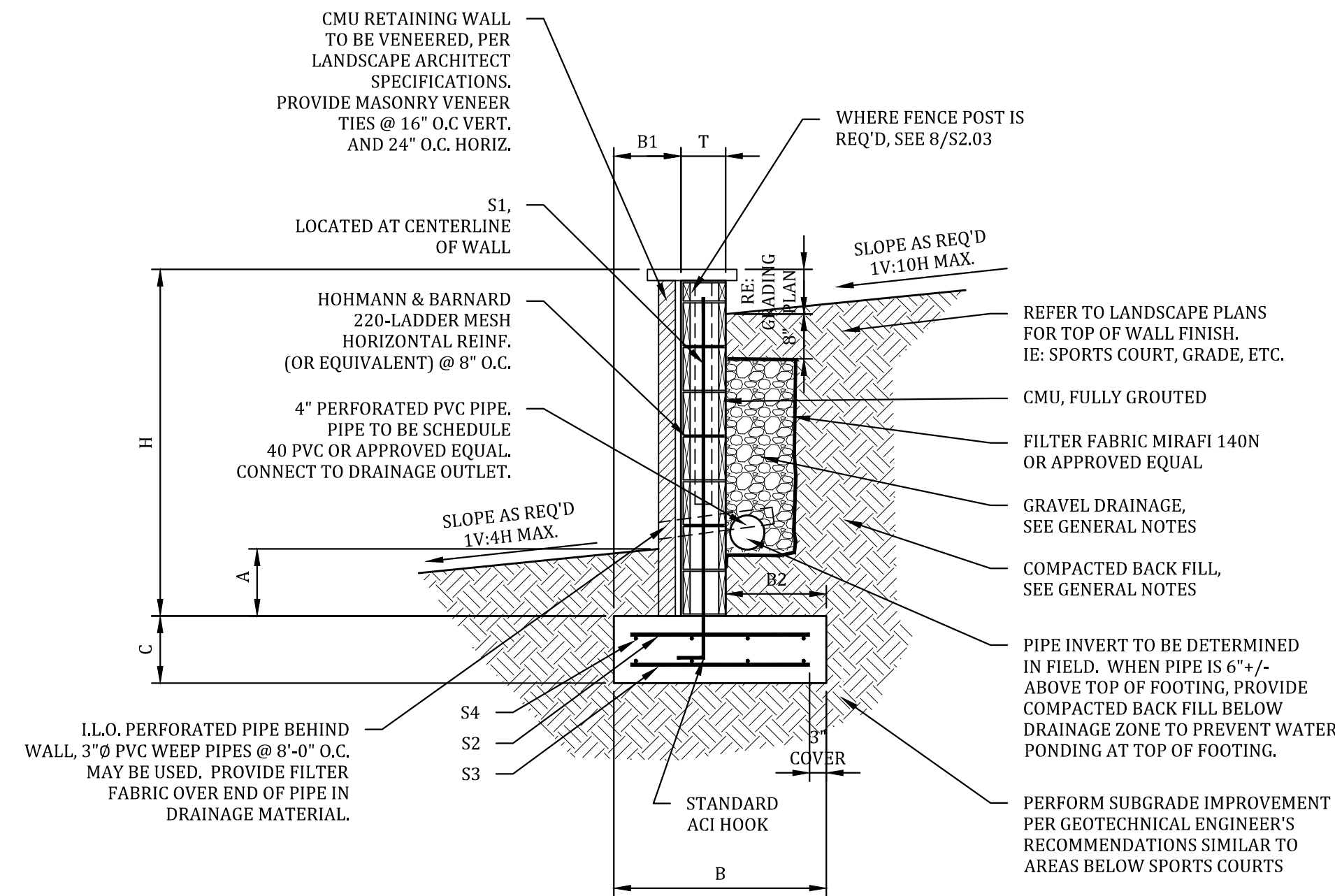
MCADAMS
4400 STATE HIGHWAY 121, SUITE 800
LEWISVILLE, TEXAS

The use of these plans and specifications shall be restricted to the original site for which they were prepared. No part of this drawing or distribution is expressly limited to such use. Any other reproduction, whole or in part, is prohibited. These drawings and specifications contain information that is the property of Falkofske Engineering, Inc.

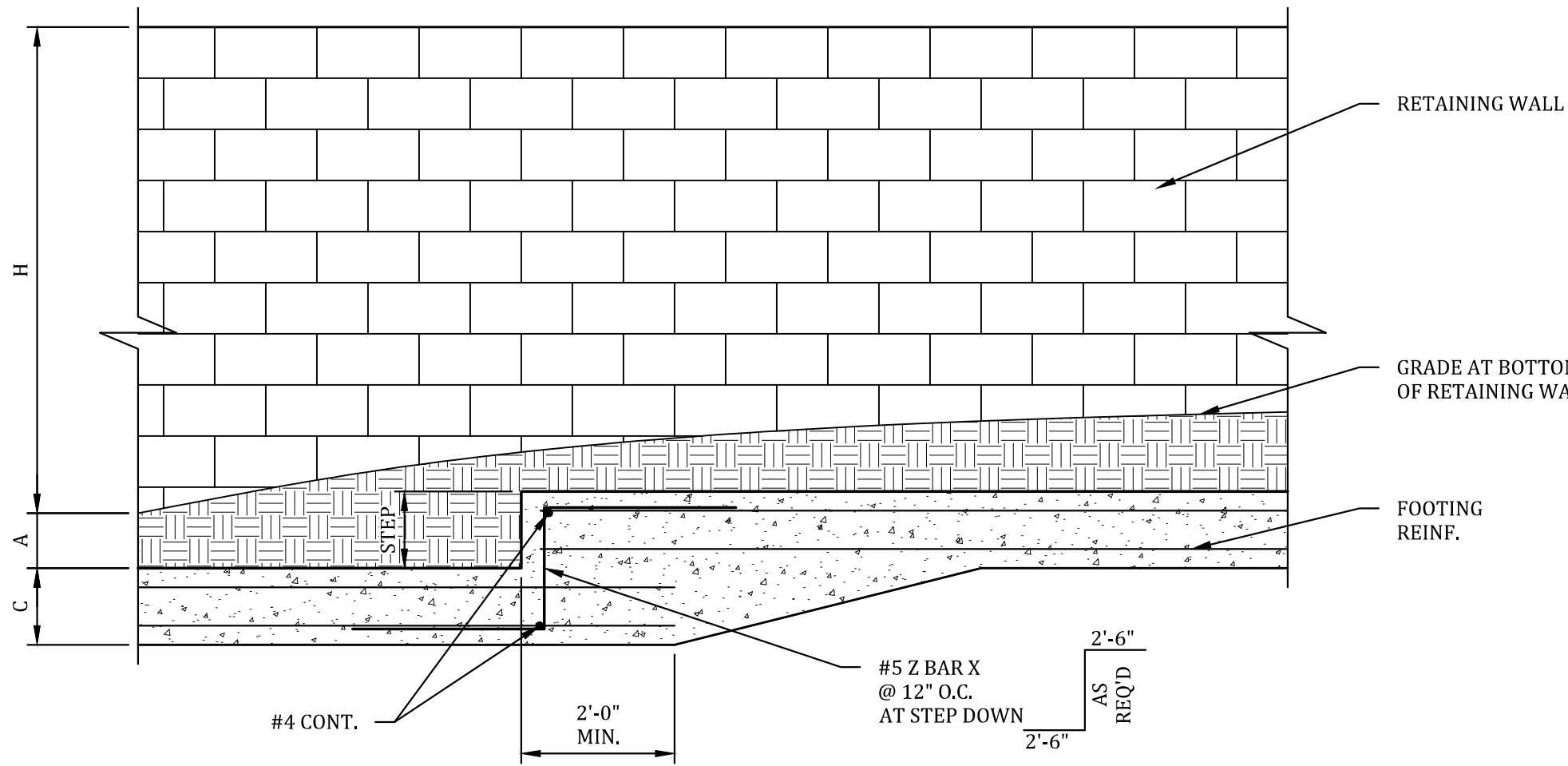
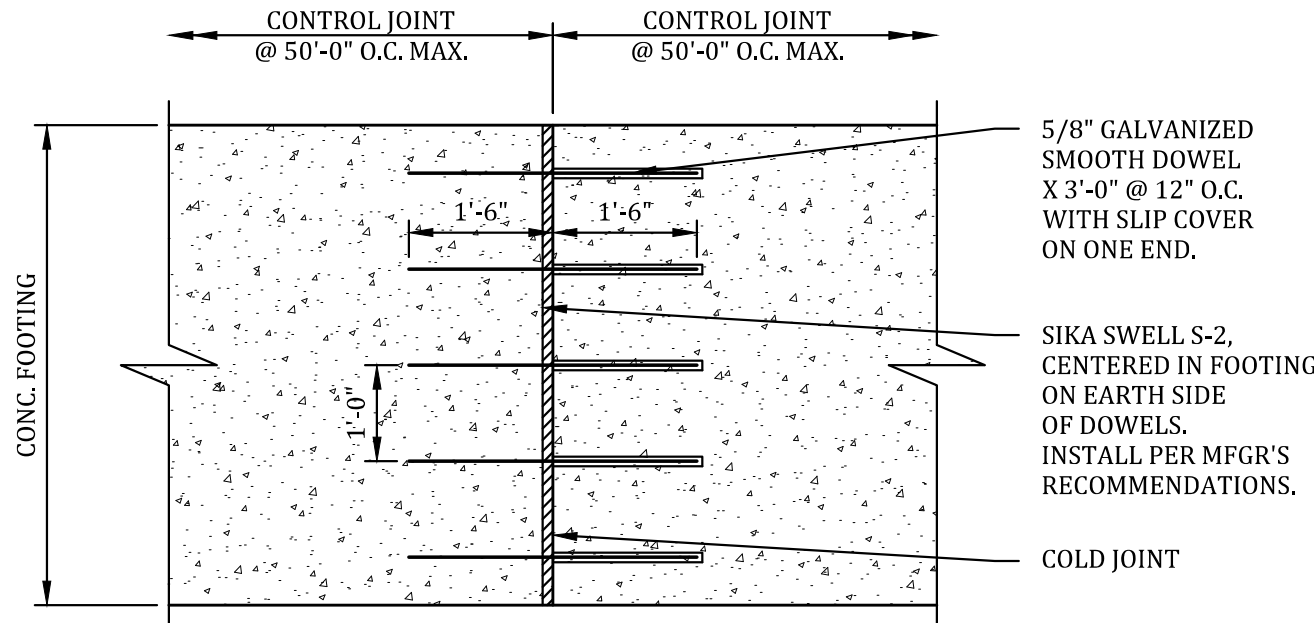
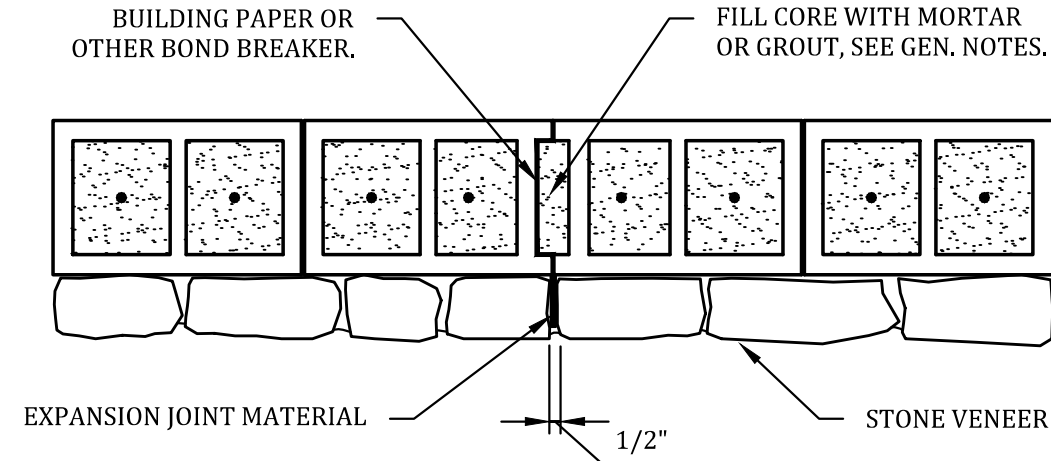
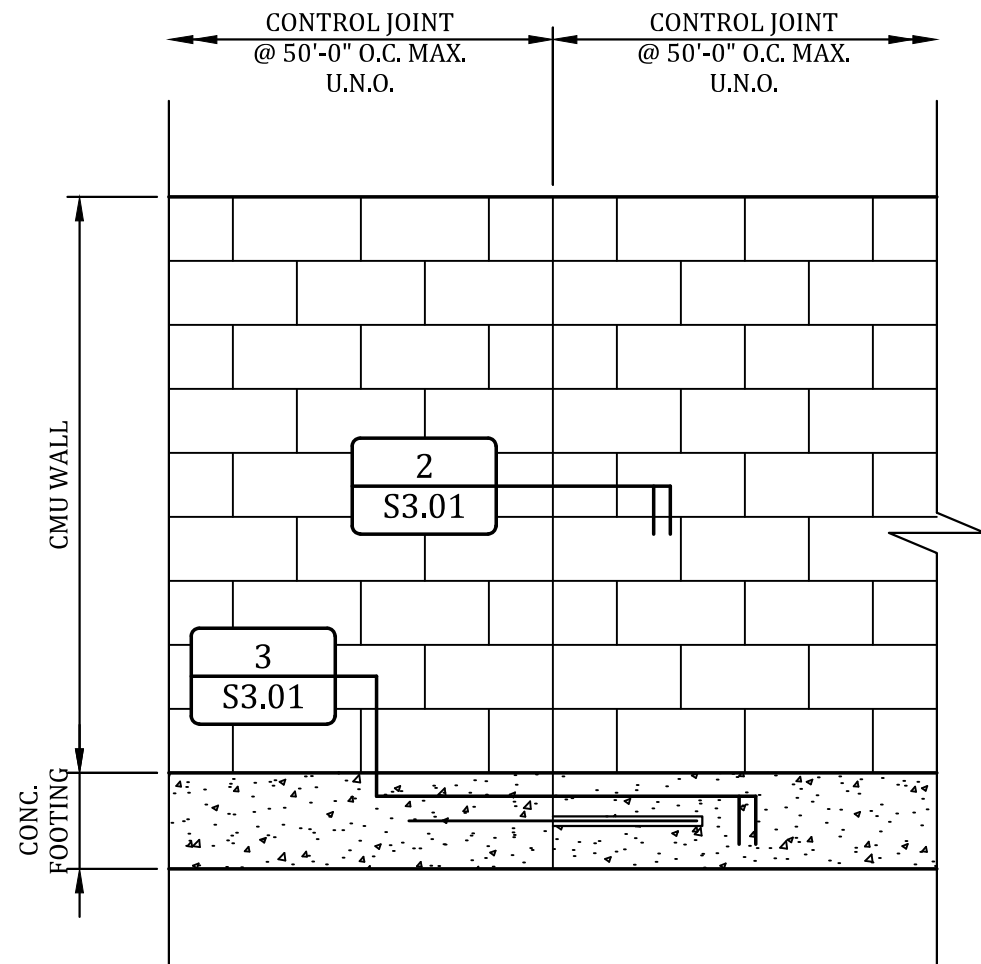


Falkofske Engineering, Inc.
Structural Engineering Consultants
Texas Registration F-4038
722 North Fielder Road
Arlington, Texas 76012
(817) 261-8300

DATE	BY	NO.	DATE	REVISION	BY
DES. 11-08-24	RM				
DRN. 11-08-24	RM				
CHK. 11-08-24	ETH				
SCALE: 1/8" = 1'-0"					



CMU RETAINING WALL SCHEDULE										
1600 psf. BEARING CAPACITY (STIFF NATURAL UNDISTURBED SOILS SEE GENERAL NOTES)										
WALL FACE HEIGHT H	TOP OF TOE DEPTH A	THICKNESS OF FOOTING C	CMU THICKNESS T	WIDTH OF FOOTING B	LENGTH OF TOE B1	LENGTH OF HEEL B2	STEEL IN WALL VERTICAL S1	STEEL IN FOUNDATION TOP; S2	STEEL IN FOUNDATION BOT; S3	STEEL IN FOUNDATION HORIZ.; S4
2'-0"	1'-0"	0'-10"	1'-0"	3'-9"	1'-3"	1'-6"	#4 @ 8"	#4 @ 8"	#4 @ 8"	#4 @ 18"
3'-0"	1'-0"	0'-10"	1'-0"	3'-9"	1'-3"	1'-6"	#4 @ 8"	#4 @ 8"	#4 @ 8"	#4 @ 18"
4'-0"	1'-0"	0'-10"	1'-0"	3'-9"	1'-3"	1'-6"	#4 @ 8"	#4 @ 8"	#4 @ 8"	#4 @ 18"
5'-0"	1'-0"	0'-10"	1'-0"	4'-7"	1'-3"	2'-4"	#4 @ 8"	#4 @ 8"	#4 @ 8"	#4 @ 18"
6'-0"	1'-0"	0'-10"	1'-0"	5'-8"	1'-3"	3'-5"	#4 @ 8"	#4 @ 8"	#4 @ 8"	#4 @ 18"



1. Geotechnical Criteria For CMU Retaining Wall:

Bearing on Clay

Allowable Bearing =1500 psf
Friction Angle Between Base of Wall and Soil = 26 deg

Backfill Soil Parameters:
Backfill Soil = Natural Clays or Fill Soils
Backfill Angle of Internal Friction PHI = 26 deg

Backfill soils may be onsite clayey soils and shall be compacted to a minimum of between 92 to 98 percent of maximum dry density, as determined by ASTM D698, "Standard Proctor" at minimum + 3 percentage points of optimum. However, in cases where the backfill soils will be used for support of buildings, roadways, or other structures the requirements of the geotechnical report control.

Locate base of walls on undisturbed or properly compacted soil.

Walls have been designed for a minimum factor of safety against sliding and overturning of 2.0. Walls have been analyzed for global stability considerations and has a minimum longterm factor of safety of 1.5.

2. Materials:

CONCRETE

Concrete shall have a minimum compressive strength of $f'_c = 4000$ psi at 28 days.

The use of workability admixtures and air entrainment in the concrete mix designs is permitted and encouraged.

The use of calcium chloride admixtures in the concrete is not permitted.

Adding water to the concrete at the site is not permitted.

Hard rock aggregate of 1" to 2" shall be used in concrete.

Provide the concrete mix designs for the retaining walls to Falkofske Engineering, Inc. for review prior to construction. Also provide recent (within the last 6 months) compressive test results of the mix designs for review by Falkofske Engineering, Inc.

Provide concrete test cylinders for every 50 yards of concrete placed, or for any concrete placed on any given day. Make 5 test cylinders, test one at 7 days, one at 14 days, two at 28 days, and hold the 5th cylinder in reserve for 56 days if necessary. Provide all concrete compressive test results to Falkofske Engineering, Inc. for final review.

Provide chair support for all rebar 4'-0" max spacing.

CONCRETE REINFORCEMENT:

All concrete steel reinforcement shall be new billet steel conforming to ASTM A-615, Grade 60 with $f_y = 60$ ksi. All reinforcement shall be free of rust and deleterious materials.

CONCRETE MASONRY UNITS (CMU):

Provide concrete masonry units that conform to ASTM C55 or C90, and tested in accordance with ASTM C140. Minimum net area compressive strength of concrete masonry units shall be 2500psi.

MASONRY STONE:

Face stone shall be selected by the owner/architect.

MORTAR:

All mortar mixes shall utilize Portland cement and not masonry cement.

All mortar shall conform to ASTM C270, Type S with the following proportions:

- 1 part Type 1 Portland Cement conforming to ASTM C150.
- 1/2 part Masons Lime, Type S, Conforming to ASTM C207.
- 4 1/2 parts loose, damp sand conforming to ASTM C144.

MASONRY REINFORCEMENT:

All horizontal reinforcement in the masonry structures shall be 9 gauge, galvanized wire with a minimum yield stress $F_y = 60$ ksi, conforming to ASTM 153-82 (hot dip galvanized), and fabricated as shown on plans.

All vertical reinforcement shall be rebar. See Concrete Reinforcement section above.

DRAINAGE MATERIAL:

Free draining gravel for drainage zone shall be no. 57 stone or approved equal.

Filter fabric shall be Mirafi 140N or approved equal.

PVC perforated pipe with filter sock 4" diameter.

3. Construction Reviews

Falkofske Engineering, Inc. shall be called for pre-pour construction review of retaining walls.

The contractor shall coordinate with the City Building Department to determine the required and appropriate inspections for the City.

All materials testing shall be performed by Alpha Testing, Inc.

4. Retaining Wall Design Constraints

Retaining walls should not have solid fence placed on top of wall other than that shown on these plans.

Retaining walls shall not have additional surcharge placed above wall other than that shown on these plans. Retaining walls shall not have slope at base or top of wall that exceed that which is shown on these plans. The retaining walls noted above require special design.

Minor variations in the construction of the retaining walls from these documents may be accepted at the discretion of the design engineer.

A
S3.01

CMU RETAINING WALL

1
S3.01

CMU RETAINING WALL
CONTROL JOINT DETAIL

2
S3.01

CONTROL JOINT IN CMU RETAINING WALL
PLAN

3
S3.01

CONTROL JOINT IN CONCRETE FOOTING
PLAN

4
S3.01

STEP IN CONCRETE FOOTING
SECTION

DATE	BY	NO.	DATE	REVISION	BY
11-08-24	RM				
11-08-24	RM				
11-08-24	ETH				

Falkofske Engineering, Inc.
Structural Engineering Consultants
Texas Registration F-4038
722 North Fielder Road
Arlington, Texas 76012
(817) 261-8300



The use of these plans and specifications shall be restricted to the original site for which they were prepared. No part of these plans or specifications is expressly limited to such use. Any other reproduction, whole or in part, is prohibited. These drawings and specifications contain information that is the property of FALKOFSCKE ENGINEERING.

GENERAL NOTES AND PIERS
DEDICATED PICKLEBALL COURTS
699 INDIAN CREEK DRIVE
TROPHY CLUB, TEXAS

MCADAMS
4400 STATE HIGHWAY 121, SUITE 800
LEWISVILLE, TEXAS



JOB NO. 856.24

S3.01

DEDICATED PICKLEBALL COURTS - HARMONY PARK, TROPHY CLUB, TX

BID QUANTITIES					
ITEM	DESCRIPTION	QTY	UNIT	UNIT COST	ITEM COST
DEMOLITION					
1	REMOVE AND DISPOSE OF CONCRETE SIDEWALK (ALL WIDTHS AND ALL THICKNESSES)	1,078	SF		
2	REMOVE AND DISPOSE OF MISCELLANEOUS CONCRETE AND STONE (INCLUDING CURBING, MOW STRIPS, EDGING AND STONE/ROCK STRIPS)	602	LF		
3	REMOVE AND DISPOSE OF CHAIN-LINK FENCE (INCLUDING FABRIC, POSTS, TOP RAIL AND ALL FITTINGS)	122	LF		
4	REMOVE AND DISPOSE OF CONCRETE BASKETBALL COURTS	1,829	SF		
5	REMOVE AND DISPOSE OF BOCCE BALL COURT INFILL MATERIAL	1,563	SF		
6	REMOVE AND DISPOSE OF BASKETBALL GOALS (INCLUDING POST AND BACKBOARD)	2	EA		
7	REMOVE AND DISPOSE OF IRRIGATION CONTROL VALVE	2	EA		
8	REMOVE AND DISPOSE OF PLAN-SPECIFIED TREES	1	EA		
9	REMOVE, STORE AND PROTECT(16) SHADE STRUCTURE POLES	16	EA		
10	REMOVE, STORE AND PROTECT PICNIC TABLE	1	EA		
11	REMOVE, STORE AND PROTECT LIGHT POLES	3	EA		
12	REMOVE, STORE AND PROTECT TRASH RECEPTACLE	1	EA		
13	REMOVE, STORE AND PROTECT ALL CHAMPIONSHIP PLAQUES FROM STONE WALL	1	LS		
BID QUANTITIES					
ITEM	DESCRIPTION	QTY	UNIT	UNIT COST	ITEM COST
EROSION CONTROL					
14	SILT FENCE	141	LF		

DEDICATED PICKLEBALL COURTS - HARMONY PARK, TROPHY CLUB, TX

15	TEMPORARY STORMWATER INLET PROTECTION	1	EA		
16	TEMPORARY ROCK CONSTRUCTION EXIT	1,120	SF		
BID QUANTITIES					
ITEM	DESCRIPTION	QTY	UNIT	UNIT COST	ITEM COST
SITE CONSTRUCTION					
17	INSTALL TREE PROTECTION FENCING	640	LF		
18	PERFORM CLEARING AND GRUBBING	0.74	AC		
19	PERFORM UNCLASSIFIED EXCAVATION	160	CY		
20	IMPORT FILL MATERIAL	880	CY		
21	PERFORM FINAL GRADING	1	LS		
22	INSTALL CONCRETE SIDEWALK	2,926	SF		
23	DOWEL AND EPOXY AT EXISTING SIDEWALKS	17	LF		
24	INSTALL HANDRAILS AT ADA RAMPS	134	LF		
25	INSTALL STONE EDGING WALL AT LANDSCAPE BED	29	LF		
26	INSTALL RETAINING WALLS, VARIABLE HEIGHT - REF. STRUCTURAL PLANS	385	LF		
27	INSTALL 1'X1' CATCH BASIN	1	EA		
28	INSTALL 10" PVC PIPE OUTFALL THROUGH WALL	2	LF		
29	INSTALL 6" PVC PIPE	16	LF		
30	INSTALL PICKLEBALL COURT SLAB AND SURFACING FOR 6 COURTS	14,300	SF		
31	INSTALL PICKLEBALL COURT PERIMETER FENCING FOR 6 COURTS	464	LF		
32	INSTALL PICKLEBALL COURT DIVIDER FENCING FOR 6 COURTS	446	LF		
33	INSTALL PICKLEBALL COURT FENCE GATES	6	EA		
34	INSTALL PICKLEBALL COURT NETS	6	EA		

DEDICATED PICKLEBALL COURTS - HARMONY PARK, TROPHY CLUB, TX

35	INSTALL PICKLEBALL COURT QUEUING STATIONS	6	EA		
36	INSTALL BOCCE BALL COURTS PERIMETER WALLS, REF. DETAILS FOR HEIGHT	278	LF		
37	INSTALL BOCCE BALL COURTS INFILL MATERIAL	8.6	CY		
38	INSTALL NEW FENCING AT BOCCE BALL COURTS	229	LF		
39	INSTALL BASKETBALL COURT SLAB AND SURFACING	1923	SF		
40	INSTALL BASKETBALL GOALS	2	EA		
41	INSTALL RELOCATED FENCING AT BASKETBALL COURT	122	LF		
42	INSTALL NEW LIGHTING FOR PICKLEBALL COURTS	3	EA		
43	INSTALL RELOCATED LIGHTING FOR PICKLEBALL COURTS	3	EA		
44	INSTALL ADDITIONAL LIGHTING FIXTURES FOR BASKETBALL AND BOCCE BALL COURTS	2	EA		
45	INSTALL NEW PICNIC TABLES	2	EA		
46	INSTALL PICKLEBALL COURT SHADE STRUCTURES	2	EA		
47	INSTALL BLEACHERS	2	EA		
48	INSTALL NEW TRASH RECEPTACLES	1	EA		
49	INSTALL BASKETBALL GOALS	2	EA		
50	INSTALL RELOCATED BOCCE BALLCOURT SHADE SAIL POSTS	16	EA		
51	INSTALL BOCCE BALL COURT SHADE SAIL FABRIC	4	EA		
52	INSTALL RELOCATED TRASH RECEPTACLE	1	EA		
53	INSTALL RELOCATED PICNIC TABLE	1	EA		
54	INSTALL RELOCATED BOLLARD	1	EA		
55	INSTALL STABILIZED DECOMPOSED GRANITE	1,940	SF		
BID QUANTITIES					
ITEM	DESCRIPTION	QTY	UNIT	UNIT COST	ITEM COST
LANDSCAPE + IRRIGATION					

DEDICATED PICKLEBALL COURTS - HARMONY PARK, TROPHY CLUB, TX

56	INSTALL BERMUDA SOD, PREP + MATERIAL	12,026	SF
57	INSTALL BARK MULCH	1,990	SF
58	INSTALL AND REPAIR IRRIGATION SYSTEM	1	LS
			TOTAL

DISCLAIMERS

- 1 ALL FINAL QUANTITIES SHOULD BE TAKEN BASED ON THE PLANS.
- 2 CONTRACTOR'S RESPONSIBILITY TO VERIFY ALL QUANTITIES AND SCOPE OF WORK PER CONSTRUCTION PLAN SET.



TOWN COUNCIL COMMUNICATION

MEETING DATE: January 13, 2025

FROM: Brandon Wright, Town Manager
Tammy Dixon, Town Secretary

AGENDA ITEM: Consider a resolution adopting the Trophy Club Town Council Rules of Procedure. (Brandon Wright, Town Manager; Tammy Dixon, Town Secretary)

BACKGROUND/SUMMARY: The purpose of this agenda item is to approve a resolution adopting the proposed Town Council Rules of Procedure Manual. A companion ordinance, which repeals the existing Council Rules in the Town's Code of Ordinances, will be considered separately.

Section 3.11 of the Town of Trophy Club's Home Rule Charter grants the Town Council the authority to establish its own procedural rules. In response to inconsistencies and redundancies across the Town's Code of Ordinances regarding Council operations, staff developed a consolidated Rules of Procedure Manual. This document centralizes operational policies to enhance clarity, consistency, and transparency in key areas, such as meeting protocols, public participation, and decision-making processes.

This item has been reviewed extensively during work sessions held on June 10, 2024; October 14, 2024; and November 12, 2024. During these workshops, the Town Council provided input on various aspects of the document, and revisions were made to reflect their feedback.

One item discussed at the November 12, 2024 Council Workshop was potential changes to the formation of the Appointment Committee and interview/selection process for board and commission members. At that time, it was the Council's intent to consider this process later in 2025 with the current Rules of Procedure Manual being adopted to include the current practice. The future workshop is tentatively scheduled for February 10, 2025.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

FISCAL IMPACT: There is no financial impact associated with this agenda item.

LEGAL REVIEW: Town Attorney, Dean Roggia, has reviewed the resolution and Rules of Procedure Manual as to form and legality.

ATTACHMENTS:

1. Resolution and Rules of Procedure

ACTIONS/OPTIONS:

Staff recommends that the Town Council move to approve the resolution adopting the Trophy Club Town Council Rules of Procedure.

**TOWN OF TROPHY CLUB, TEXAS
RESOLUTION NO. 2025-XX**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF
TROPHY CLUB, TEXAS, ADOPTING THE TOWN OF TROPHY CLUB
TOWN COUNCIL RULES OF PROCEDURE AND PROVIDING AN
EFFECTIVE DATE.**

WHEREAS, the Town of Trophy Club is a home rule municipality acting under its charter adopted by the electorate pursuant to Article XI, Section 5, of the Texas Constitution and Chapter 9 of the Texas Local Government Code; and

WHEREAS, Section 3.11 of the Town Charter grants the Town Council the authority to determine its own rules of procedure; and

WHEREAS, the Town Council previously adopted rules of procedure by ordinance but now finds that adopting such rules by resolution is in the best interest of the Town to provide greater flexibility and efficiency in governance; and

WHEREAS, the Town Council desires to adopt the Town Council Rules of Procedure as set forth in the attached Exhibit "A" to this Resolution to provide a streamlined and updated framework for the conduct of its meetings and proceedings;

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF TROPHY CLUB, TEXAS, THAT:

Section 1. The facts and recitals set forth in the preamble of this Resolution are hereby found to be true and correct.

Section 2. The Town Council adopts the "Town Council Rules of Procedure", which is attached to this Resolution as **Exhibit A**.

Section 3. Any Town Council Rules of Procedures previously adopted and in conflict with **Exhibit A** are hereby repealed to the extent of such conflict.

Section 4. This Resolution shall take effect from and after its date of passage in accordance with law.

PASSED and APPROVED by the Town Council of the Town of Trophy Club, Texas, on this 13th day of January 2025.

Jeannette Tiffany, Mayor

ATTEST:

Tammy Dixon, Town Secretary

APPROVED AS TO FORM:

Dean Roggia, Town Attorney

EXHIBIT A

**TOWN OF TROPHY CLUB
TOWN COUNCIL RULES OF PROCEDURE**



TOWN COUNCIL RULES OF PROCEDURE

**Approved by Resolution 2024-XX
(date)**

TABLE OF CONTENTS

1.	AUTHORITY	
1.1	CHARTER.....	1
1.2	COUNCIL MEMBER ELECTION/APPOINTMENTS.....	1
1.3	MAYOR TO ACT AS COUNCIL CEREMONIAL REPRESENTATIVE	1
1.4	COUNCIL MEMBER PARTICIPATION IN COMMUNITY ACTIVITIES.....	2
2.	COUNCIL MEETINGS	
2.1	REGULAR MEETINGS	2
2.2	SPECIAL MEETINGS AND EMERGENCY MEETINGS.....	2
2.3	EXECUTIVE SESSIONS.....	2
2.4	NOTICE OF MEETINGS.....	3
2.5	QUORUM.....	3
2.6	VIDEO CONFERENCE PATICIPATION.....	3
2.7	PRESIDING OFFICER.....	5
2.8	APPOINTED OFFICIALS	6
2.9	ATTENDANCE BY THE PUBLIC.....	6
2.10	MINUTES	6
2.11	ESTABLISHING THE TOWN COUNCIL MEETING AGENDA	6
3.	ORDER OF BUSINESS	
3.1	GENERAL ORDER	7
3.2	ORDINANCES AND RESOLUTIONS	7
3.3	NUMBERING AND INDEXING OF AGENDA ITEMS.....	7
3.4	PUBLIC RECOGNITION/COMMUNITY SPOTLIGHT	7
3.5	ITEMS OF COMMUNITY INTEREST/COUNCIL COMMUNICATIONS ...	8
3.6	CONSENT AGENDA	8
4.	RULES OF CONDUCT	
4.1	GENERAL PROCEDURE.....	8
4.2	PARLIAMENTARY PROCEDURES.....	8
4.3	DAIS SEATING	8
4.4	AUTHORITY OF PRESIDING OFFICER.....	8
4.5	PRESIDING OFFICER TO FACILITATE COUNCIL MEETINGS	9
4.6	COUNCIL DELIBERATION AND ORDER OF SPEAKERS	9
4.7	LIMIT DELIBERATIONS TO ITEM AT HAND	9
4.8	OBTAINING THE FLOOR.....	9
4.9	MOTIONS	9
4.10	PROCEDURES FOR AGENDA ITEM DISCUSSIONS/MOTIONS.....	9
4.11	VOTING	12
4.12	NON-OBSERVANCE OF RULE	13
5.	PUBLIC HEARINGS	
5.1	GENERAL PROCEDURE.....	13
5.2	CONTINUANCE OF HEARINGS	14

5.3	PUBLIC COMMENT AT HEARINGS.....	14
5.4	COMMUNICATIONS AND PETITIONS	15
6.	ADDRESSING THE TOWN COUNCIL	
6.1	STAFF PRESENTATIONS	15
6.2	ORAL PRESENTATIONS BY MEMBERS OF THE PUBLIC	15
6.3	PUBLIC COMMENTS AGENDA ITEM.....	15
6.4	RIGHT TO SPEAK.....	16
6.5	PUBLIC MEETING APPEARANCE CARDS.....	16
6.6	REPETITIOUS COMMENTS.....	16
6.7	WAIVER OF RULES	17
6.8	NON-EXCLUSIVE RULES	17
7.	COUNCIL MEMBER TRAINING AND PROFESSIONAL DEVELOPMENT	
7.1	TOWN COUNCIL ORIENTATION.....	17
7.2	TOWN COUNCIL TRAVEL, TRAINING, MEMBERSHIPS, AND CLOTHING ALLOCATION POLICY.....	17
8.	TOWN COUNCIL STAFF RELATIONS AND ADMINISTRATIVE SUPPORT	
8.1	COMMUNICATION WITH STAFF.....	18
8.2	AGENDA QUESTIONS.....	18
8.3	PROBLEM RESOLUTION.....	19
8.4	STAFF CONDUCT.....	19
8.5	MAIL	19
8.6	TOWN COUNCIL CORRESPONDENCE	20
8.7	CLERICAL SUPPORT	20
8.8	TOWN COUNCIL EVENT COORDINATION.....	20
8.9	REQUESTS FOR RESEARCH OR INFORMATION	21
8.10	TOWN COUNCIL NOTIFICATION OF SIGNIFICANT INCIDENTS	21
9.	BOARDS AND COMMISSIONS	
9.1	BOARD AND COMMISSION APPOINTMENTS/REMOVALS	21
9.2	BOARD, COMMITTEE, AND COMMISSION TRAINING.....	23
9.3	CREATION OF AD HOC COMMITTEE/TASK FORCE	23
10.	PROCEDURES ADMINISTRATION	
10.1	BIENNIAL REVIEW OF TOWN COUNCIL RULES OF PROCEDURE	24
10.2	ADHERENCE TO PROCEDURES.....	24
10.3	TOWN ATTORNEY AS PROCEDURE ADVISOR	24
10.4	APPLICABILITY OF RULES OF PROCEDURE	24

1. AUTHORITY

1.1 CHARTER

The Town of Trophy Club Charter, Article III; Section 3.11 provides that the Town Council shall determine its own rules of procedure.

These Rules of Procedure shall be in effect upon adoption by the Town Council and until such time as amended, suspended, or new rules are adopted by the Town Council.

1.2 COUNCIL MEMBER ELECTION/APPOINTMENTS

a. Election of Mayor Pro Tem

Pursuant to Article III, Section 3.07 of the Town Charter, the Town Council shall elect one of its members to serve as Mayor Pro Tem at its first meeting after election of council members. Upon election, the Mayor Pro Tem shall perform all the duties of the Mayor in the absence or disability of the Mayor.

b. Council Committees

At the first Town Council meeting in June, the Mayor may present recommendations for the members of the following Council Subcommittees and open the floor for additional nominations, all subject to the approval of the Town Council. Town Council Members may propose changes or make their own nominations for the following Council Subcommittees. Appointment of members to all committees of the Town, inclusive of Council Subcommittees, is exclusively vested in the Council.

- Appointments Committee
- Budget Oversight Committee
- Municipal Utility District No. 1 Coordination Committee

1.3 MAYOR TO ACT AS COUNCIL CEREMONIAL REPRESENTATIVE

Pursuant to the Town Charter Article III; Section 3.06, the Mayor has been delegated the responsibility to act as the Town Council's representative for all ceremonial purposes. In the Mayor's absence or disability, the Mayor Pro Tem assumes this responsibility. In both the Mayor's and Mayor Pro Tem's absence or disability, the Mayor will request another Council Member to assume this responsibility. If the Mayor is unable to request another Council Member to assume this responsibility, the Town Council may select a Council Member to assume this responsibility by a majority vote of the Town Council.

1.4 COUNCIL MEMBER PARTICIPATION IN COMMUNITY ACTIVITIES

From time to time, the Mayor or Council Members may choose to participate in community activities, committees, events and task forces. When the Mayor or a Council Member participates in these types of activities, he/she is assumed to be acting as a member of the general public rather than acting on behalf of the Town Council. Acting or participating on behalf of the Town Council is limited to those instances when the Town Council has formally designated the Mayor or Council Member as its representative for the matter. As specified in Section 1.3, the Mayor is delegated to serve as the Town Council's representative for ceremonial purposes.

2. COUNCIL MEETINGS

2.1 REGULAR MEETINGS

Consistent with Charter Section 3.09, the Council shall hold at least two (2) regular meetings a month for at least seven (7) months and a minimum of one meeting during each of the other five (5) months at a time to be fixed by Council for such regular meetings. Council may hold as many other meetings as may be necessary for the transaction of the business of the Town.

All regular meetings shall be held at Town Hall or at such other places within town limits as will permit the attendance of the general public. All meetings will be held in accordance with open meeting laws of the State of Texas.

2.2 SPECIAL MEETINGS AND EMERGENCY MEETINGS

Consistent with Charter Section 3.10, special meetings may be called at any time by the Mayor or by three (3) members of the Town Council. The Town Secretary shall post notice thereof as provided by State law.

In case of emergency or urgent public necessity, which shall be expressed in the notice of the meeting, an emergency meeting may be called by the Mayor or by three (3) members of the Town Council, and it shall be sufficient if the notice is posted one (1) hour before the meeting is convened, or as may be required by the Texas Open Meetings Act. Diligent effort to notify all Council Members shall be made prior to the emergency meeting. (Texas Gov't Code, Sec. 551.045)

2.3 EXECUTIVE SESSIONS

The Town Council may meet in Executive Session during any workshop, regular, or special meeting, or anytime otherwise authorized by State law, to consider or hear any matter which is authorized by State law to be heard or considered in Executive Session.

- a. The specific section of the Texas Open Meetings Act authorized for the executive session and the subject matter for consideration shall be announced by the Presiding Officer or announced by the Town Secretary as instructed by the Presiding Officer, in an open meeting before such session is held.

- b. Council Members may not reveal the nature of discussion from a closed session unless required by State law, required by a court of competent jurisdiction, or unless made in connection with any investigation or proceeding regarding whether there has been a violation of the Town Code of Ethics and Conduct. Except as provided above, disclosure of the discussion from a closed session is a violation of the Town Code of Ethics and Conduct. (Code of Ordinances, Section 1.05.004 (3))

2.4 NOTICE OF MEETINGS

Notice of meetings and the agenda for all Town Council meetings shall be posted by the Town Secretary on the Town's official bulletin board and website pursuant to the requirements of the Texas Open Meetings Act.

2.5 QUORUM

Charter Section 3.12 states a majority of the Council shall constitute a quorum to do business. Except as otherwise specifically provided in the Charter or as provided by law, four (4) members of Council shall constitute a quorum for the purpose of transaction of business and no action of the Council shall be valid or binding unless adopted by the affirmative vote of four (4) or more members of the Council, or as required by State law or the Town's Charter.

2.6 VIDEO CONFERENCE PARTICIPATION

Council Members may participate in Town Council meetings via videoconference in accordance with Section 551.127 of the Texas Open Meetings Act. The following conditions shall apply:

a. Quorum and Participation Limits

A quorum of the Town Council must be physically present at the meeting location posted on the agenda.

No more than two (2) Council Members may participate in a single meeting via videoconference, granted on a first-come, first-served basis.

The Presiding Officer must be physically present where the quorum of the meeting is located.

Remote participation shall be limited to open or closed meetings held at Town Hall where sufficient technology is available to conduct remote participation in accordance with State law.

b. Notification Requirements

Council Members wishing to attend via videoconference must notify the Town Secretary no later than noon on the Wednesday prior to the meeting; or as soon as practical.

- The following statement will be placed on all Council Agendas when videoconference is authorized: “Pursuant to Texas Government Code Section 551.127, one or more members of the Town Council may participate in this meeting by videoconference call. A quorum of the Town Council will be present at the physical location of the meeting.”

In case of a personal emergency, Council Members may request videoconference participation by notifying the Mayor and Town Manager no later than 5:00 p.m. on the business day prior to the meeting.

c. Technology and Public Access

The technology used must ensure two-way audio and video communication, enabling all participants to be audible and visible to each other and to the public during open sessions of the meeting.

Members participating remotely are responsible for ensuring they have the necessary equipment and a stable internet connection to establish and maintain their participation throughout the meeting.

If a remote participant becomes inaudible or invisible to those at the physical meeting location, they will be considered absent for the portion of the meeting during which the connection is lost.

The Town Council meeting will proceed as scheduled and will not be paused or adjourned due to technical or technology issues affecting the participation of remotely attending Council Members.

d. Videoconference Etiquette

During videoconference attendance, the Council Member’s face must be clearly visible, and audio must be clear while speaking.

e. Executive Session Confidentiality

For executive sessions or closed meetings, Council Members participating remotely must take appropriate measures to ensure that audio and video communications are inaccessible to unauthorized persons to preserve confidentiality and attorney-client privilege.

f. Frequency of Remote Participation

Remote participation is not intended to be a regular occurrence for Council Members. Council Members are strongly encouraged to attend all Town Council meetings in person. A Council Member desiring to attend more than two (2) meetings remotely in any calendar year must request approval for remote participation from the full Town Council.

A Council Member requesting Town Council approval to attend three (3) or more

Town Council meetings remotely in any calendar year must provide “good cause” justification for the request. Below are examples of “good cause” justifications, which are intended to be more than mere inconvenience or preference for attending remotely.

- Examples of “good cause” are:
 - Sudden illness or hospitalization,
 - Conflict related to employment, and
 - Conflict related to planned travel.

g. Eligibility for Remote Attendance:

The Town Manager may request permission from the Presiding Officer for a staff member to attend remotely when that member’s presence is critical to a purpose at the meeting.

Consistent with the regulations and practices outlined in this Section 2.6, members of the Planning & Zoning Commission, Economic Development Corporation Board, Crime Control & Prevention District Board, Zoning Board of Adjustment, and Building Standards Commission may participate remotely in their respective meetings. Remote participation is not allowed for members of all other boards and commissions.

2.7 PRESIDING OFFICER

a. Designation

Consistent with Charter Section 3.06, the Mayor shall preside at all meetings of the Council. The Mayor may participate in the discussion of all matters coming before the Council and shall have a vote on all matters before the Council. In the absence or disability of the Mayor, the Mayor Pro-Tem shall preside. In the absence or disability of both the Mayor and the Mayor Pro-Tem, the Town Council shall elect a presiding officer.

b. Call to Order

The meetings of the Town Council shall be called to order by the Presiding Officer. In the absence of both the Mayor and the Mayor Pro-Tem, the meeting shall be called to order by the Town Secretary.

c. Preservation of Order

The Presiding Officer shall have the authority to preserve order at all Town Council meetings, to enforce the rules of the Town Council, and to determine the order of business under the rules of the Council.

2.8 APPOINTED OFFICIALS

The Town Manager shall attend all meetings of the Town Council unless excused by the Mayor or Town Council and shall have the right to participate in all discussions.

The Town Attorney shall attend all meetings of the Town Council unless excused by the Mayor or Town Council, and shall, upon request, give opinion, either written or oral, on questions of law. The Town Attorney shall also serve as the Town Council's parliamentarian.

The Town Secretary shall attend all meetings of the Town Council unless excused by the Mayor or Town Council and shall keep the official minutes and perform such other duties as may be requested by the Town Council.

2.9 ATTENDANCE BY THE PUBLIC

All meetings of the Town Council shall be open to the public in accordance with the terms of provisions of the Texas Open Meetings Act, except for the Executive Session or closed meetings as allowed by State law.

Citizens and other visitors attending Town Council meetings shall observe the same rules of propriety, decorum, and good conduct applicable to members of the Town Council.

2.10 MINUTES

At a minimum, the minutes shall include the members present, state the subject of each deliberation, and indicate each vote, decision, or other action taken. The minutes shall also indicate how each member voted on each matter. (Texas Gov't Code, Sec. 551.021)

a. Town Council Approval of Minutes

Minutes of meetings are generally submitted to the Town Council for approval at the next regularly scheduled meeting. The Mayor and Council Members present shall be required to vote on the approval of the minutes, even if absent at the meeting for which the minutes pertain.

2.11 ESTABLISHING THE TOWN COUNCIL MEETING AGENDA

The Town Manager shall establish a preliminary Town Council meeting agenda based on the policy direction of the Mayor and Town Council and specific items of business that require action by the Town Council. The Town Manager shall review the preliminary agenda with the Mayor prior to finalizing the final meeting agenda. The Town Secretary shall prepare the final meeting agenda, which shall be publicly posted in accordance with the Texas Open Meetings Act.

Any item requested by two (2) Council Members, or by the Mayor, or by the Town Manager shall be placed on the agenda by the Town Secretary. (Town Charter, Section 3.11 (b))

The Town Manager may discuss with the requesting Council Member the delay of the agenda item. In consultation with the Town Manager and/or Mayor, the request will be placed on an agenda as soon as possible. Such a determination will be communicated to the requesting Council Member.

3. ORDER OF BUSINESS

3.1 GENERAL ORDER

Town Council meetings will be generally conducted in the following order, unless otherwise specified or removed. An Executive Session may be held at any time during a work session, regular, or special called meeting consistent with applicable State law.

WORK SESSION AGENDA

CALL TO ORDER AND ANNOUNCE A QUORUM

PUBLIC COMMENTS

WORK SESSION ITEMS

ADJOURN WORK SESSION

REGULAR MEETING AGENDA

CALL TO ORDER AND ANNOUNCE A QUORUM

INVOCATION

PLEDGE OF ALLEGIANCE

PUBLIC COMMENTS

COMMUNITY SPOTLIGHT

CONSENT AGENDA

INDIVIDUAL ITEMS (includes Public Hearings, if any)

EXECUTIVE SESSION (as needed)

ADJOURNMENT

3.2 ORDINANCES AND RESOLUTIONS

All ordinances and resolutions shall be reviewed and approved as to form and legality by the Town Attorney prior to being placed on an agenda for consideration.

3.3 NUMBERING AND INDEXING OF AGENDA ITEMS

All items of any nature shall be numbered consecutively for purposes of consideration on the agenda. Upon passage, the Town Secretary shall separately index all ordinances and resolutions.

3.4 PUBLIC RECOGNITION/COMMUNITY SPOTLIGHT

All special presentations and announcements will be calendared and coordinated through the Town Secretary and Mayor. A period of time, typically not to exceed five (5) minutes, will be provided for each recognition.

3.5 ITEMS OF COMMUNITY INTEREST / COUNCIL COMMUNICATIONS

Members of the Town Council have the opportunity to briefly comment and notify others of items of community interests pursuant to Texas Gov't Code Sec. 551.0415, which may include expressions of thanks, congratulations or condolences; holiday schedule information; an honorary or salutary recognition of a public official, public employee, or other citizen; information about a Town-organized or sponsored event or other social, ceremonial, or community event; announcements involving an imminent threat to the public health and safety of the citizens that has arisen after the posting of the agenda.

3.6 CONSENT AGENDA

The Consent Agenda shall contain routine, non-controversial items that require Town Council action but need little or no further Town Council deliberation.

Agenda items may be removed from the Consent Agenda at the request of the Mayor, a Council Member, or Town Manager and will be considered after approval of the remainder of the Consent Agenda. The requested item removed from the Consent Agenda will then be considered for a separate vote of the Town Council.

4. RULES OF CONDUCT

4.1 GENERAL PROCEDURE

These Rules of Procedure and the following rules of conduct in this Section 4, consistent with the Town Charter and any applicable Town ordinance, statute or other legal requirement, shall govern the proceedings of the Town Council. The Town Council Rules of Procedure shall be interpreted and read harmoniously with the Town Charter and any applicable Town ordinance, statute or other legal requirement. The Town Charter and any applicable Town ordinance, statute or other legal requirement shall control in the event of a conflict with the Town Council Rules of Procedure.

4.2 PARLIAMENTARY PROCEDURES

Robert's Rules of Order Newly Revised, as amended by the Council, shall generally guide the proceedings of the Town Council.

4.3 DAIS SEATING

The Mayor shall be seated at the center of the dais, with the Mayor Pro Tem seated immediately to the Mayor's right. The remaining Council Members will be seated by Place number, one through six from left to right, as viewed from the audience.

4.4 AUTHORITY OF THE PRESIDING OFFICER

Subject to appeal to the full Town Council, the Presiding Officer shall have the authority

to prevent the misuse of motions, the abuse of any privilege, or the obstruction of the business of the Town Council by ruling any such matter out of order. In so ruling, the Presiding Officer shall be courteous and fair and should presume that the moving party is acting in good faith.

Any member of the Town Council may move to require enforcement of the rules, and the affirmative vote of a majority of the Town Council shall require the Presiding Officer to act.

4.5 PRESIDING OFFICER TO FACILITATE COUNCIL MEETINGS

In the role of facilitator, the Presiding Officer will assist the Town Council in focusing on agenda discussions and deliberations.

4.6 COUNCIL DELIBERATION AND ORDER OF SPEAKERS

The Presiding Officer has been delegated the responsibility to control the debate and the order of speakers. Speakers will generally be called upon in the order of the request to speak. With the concurrence of the Presiding Officer, a Council Member holding the floor may address a question to another Council Member and that Council Member may respond while the floor is still held by the Council Member asking the question. A Council Member may opt not to answer a question while another Council Member has the floor.

4.7 LIMIT DELIBERATIONS TO ITEM AT HAND

Council Members will limit their comments to the subject matter, time, or motion being currently considered by the Town Council.

4.8 OBTAINING THE FLOOR

Any member of the Town Council wishing to speak must first obtain the floor by being recognized by the Presiding Officer. The Presiding Officer must recognize any Council Member who seeks the floor when appropriately entitled to do so.

4.9 MOTIONS

Motions may be made by any member of the Town Council, including the Presiding Officer, provided that before the Presiding Officer offers a motion, the opportunity for making a motion should be offered to other members of the Town Council. Any member of the Town Council, other than the person offering the motion, may second a motion.

4.10 PROCEDURES FOR AGENDA ITEM DISCUSSIONS/MOTIONS

The following is the general procedure for agenda item discussions and making motions:

- a. The Presiding Officer or, if requested, the Town Secretary reads the agenda item.
- b. Staff presents its report to the Town Council.

- c. The applicant or vendor, if applicable, may give a presentation and answer questions from the Town Council.
- d. Members of the public are provided the opportunity to ask questions or make comments germane to the agenda item. Individuals will be requested to state their name and address for the record.
- e. The Town Council deliberates on the issue, which may include asking questions of staff and, if applicable, the applicant or vendor. The Town Council may also respond to related questions posed by the public, applicant, or vendor, or may direct staff to respond.
- f. Following deliberation, the Presiding Officer calls for a motion. Once the motion is made and seconded, the Council may engage in further discussion.
- g. At the Presiding Officer's discretion, additional public comment germane to the agenda item may be invited after a motion has been made.
- h. Once discussion is complete, the Presiding Officer calls for a vote. No further discussion will be allowed unless Council Members wish to explain their vote.

Council Members may word motions in any common manner provided such motions and intended action are clear. The Presiding Officer may confirm that each of the Council Members understand the motion prior to calling for a vote on the motion.

When a motion is on the floor and an amendment is offered, the amendment should be acted upon prior to acting on the main motion. No motion of a subject different from that under consideration shall be admitted as an amendment. A motion to amend an amendment shall be in order, but one to amend an amendment to an amendment shall not be in order. Action shall be taken on the amended amendment prior to any other action to further amend the original motion.

The following are examples of possible motions:

MOTION TO APPROVE OR DENY

A motion to approve or deny is a proposal to take a specific action. The maker of the motion may state, "I make a motion to approve/deny Agenda Item #" or may state the recommended motion (under state law, certain motions require specific language in which case staff will provide the specific motion in the packet that the specific language must be used), or such person may state the agenda caption although it is not necessary. A failed vote to approve shall result in the agenda item being denied.

MOTION TO APPROVE WITH AMENDMENTS

A motion to approve a specific action may include amendments recommended by a board, Town Attorney, another Council Member, or staff. The maker of the motion may state, “I make a motion to approve Agenda Item # with the following amendment(s)...” or state recommended motion or the agenda caption with the amendment included.

MOTION FOR RECONSIDERATION

A motion for reconsideration indicates a Council Member wants the Town Council to reconsider a prior action of the Town Council and if successful, for the Town Council to consider taking different action. A motion to reconsider may be made at the same meeting or at the next succeeding meeting following the relevant Town Council action, provided the reconsideration request complies with the requirements of the Texas Open Meetings Act and applicable law. If the motion to reconsider a prior action is not made at the same meeting, such motion and the related agenda item must be posted on the agenda for the meeting at which the motion is to be reconsidered. The maker of the motion may state: “I make a motion to reconsider Agenda Item #” or may state the full agenda caption. If that motion fails, then the matter is finally concluded. If the motion to reconsider passes, then a motion is in order for the different action.

A motion for reconsideration may only be made by a Council Member who voted with the majority of the Town Council on the action proposed to be reconsidered by the Town Council. Any member of the Town Council may second a motion for reconsideration.

MOTION TO ADJOURN

If the Town Council has reached the end of the agenda, no motion is required. The Presiding Officer can declare the meeting adjourned. A motion to adjourn may also be made during the meeting. The maker of the motion may state, “I make a motion to adjourn the meeting.” The motion requires a second and is not debatable. If the motion passes by majority vote, the meeting is adjourned.

WITHDRAWAL OF MOTION

A withdrawal of a motion indicates a motion may be withdrawn or modified by the Council Member who originally made the motion at any time prior to its passage. If a motion is withdrawn, the Council Member who originally made the motion, or another Council Member, may then make a motion requiring to be seconded by another Council Member.

MOTION TO CONTINUE A PUBLIC HEARING

The Town Council may continue a public hearing to a date time certain unless State law provides otherwise. The maker of the motion may state, “I make a motion to continue the public hearing to xxx date at xxx time”. This motion will prevent the Town from incurring the cost of re-advertising or publishing notice of the public hearing in the newspaper.

MOTION TO REFER OR POSTPONE/TABLE

The Town Council may desire to continue discussion of an agenda item at a future meeting, may require the Town staff to provide further information, or require the matter to be reconsidered by an applicable board or commission. In such event the Town Council may postpone or table consideration of the agenda item to a date time certain or subsequent Council Meeting (or for example until such time as Town staff can provide the requested information) or refer the matter back to the applicable board or commission to reconsider the agenda item.

4.11 VOTING

Abstention

- a. Pursuant to Section 3.20 of the Town Charter, if a Council Member abstains because of a legal conflict of interest, such member is not counted as present for quorum purposes and is not deemed to be “voting” for purposes of determining whether there has been a “majority vote of those voting and present.”
- b. When the Mayor or a Council Member abstains because of a legal conflict of interest, the Mayor or such Council Member must file an affidavit with the Town Secretary stating the nature and extent of the conflict before the agenda item is announced by the Mayor. The Mayor or Town Secretary shall briefly state, on the record, the nature of the conflict of the Council Member. State law requires the inclusion of this information in the public record. A Council Member with a legal conflict of interest shall excuse themselves from the dais for that portion of the Council meeting and may return once the Council has completed action on the agenda item.

Tie Votes

A tie vote results in a lost motion. In such an instance, any member of the Town Council may offer a motion for further action. Per Section 3.12 of the Town Charter, except as otherwise specifically provided by the Charter or by law, no action of the Council shall be valid or binding unless adopted by the affirmative vote of four (4) or more members of the Council, or as otherwise required by State law or the Charter.

Charter or Statute Voting Requirements

Per the Town Charter, actions taken by the Town Council require the affirmative vote of four (4) or more Council Members to be valid and binding, unless State law specifies differently. Provided below are items that require more than four (4) affirmative votes or more than a simple majority of Council Members. Items listed herein are not intended to be an exhaustive list; the Town Attorney shall provide notice to the Town Council when the Council is taking action on such an item.

a. **Charter Amendment – Two-thirds Vote**

An Ordinance submitting a proposed Charter amendment must be adopted by a two-thirds vote of the entire Town Council, except when an amendment is otherwise requested by petition pursuant to Texas Local Gov't Code Sec. 9.004. (Texas Local Gov't Code, Sec. 9.002(a), Texas constitution Article XI, Section 5)

b. **Protested Changes in Zoning Ordinance – Three-fourths Vote**

If a proposed change to a zoning regulation or boundary is protested by owners of twenty percent or more of the area of the lots or land included in such proposed change, or of the area of the lots or land immediately adjoining the area covered by the proposed change and extending 200 feet there from in accordance with Texas Local Gov't Code Ch. 211, as amended, the affirmative vote of at least three-fourths of the entire Town Council is required for the proposed change to take effect. (Texas Local Gov't Code, Sec. 211.006(d))

An affirmative vote of at least three-fourths of the entire Town Council is required to overrule a recommendation of the Planning and Zoning Commission that a proposed amendment, supplement, or change to a zoning be denied. (Town Ordinance, Sec. 14.02.403 (b)(3))

If a Council Member has abstained because of a legal conflict of interest and filed the required affidavit, the number of the members of full Town Council counted present and voting is reduced by the number of such conflicted Council Members.

c. **Canvassing an Election** - Two (2) members of the Town Council constitute a quorum for purposes of canvassing an election. (Texas Election Code Sec. 67.004)

4.12 NON-OBSERVANCE OF RULE

Rules adopted to expedite and facilitate the transaction of the business of the Town Council in an orderly fashion shall be deemed to be procedural only, and the failure to strictly observe any such rules shall not affect the jurisdiction of, or invalidate any action taken by, the Town Council.

5. PUBLIC HEARINGS

5.1 GENERAL PROCEDURE

A public hearing will be conducted separately from Town Council consideration of related ordinances, resolutions, or other motions. The public hearing will allow for staff presentations, applicant input, and public comments. Following a public hearing, the Town Council will have separate consideration of the related agenda item (i.e. consideration of the ordinance or resolution), when applicable, following the procedures outlined under Section 4.10. The following are general guidelines to conduct the public hearing.

- a. The Presiding Officer opens the Public Hearing.
- b. Staff presents its report.
- c. The applicant or appellant has the opportunity to present comments, testimony, or arguments. The applicant or appellant shall have a total of fifteen (15) minutes for a presentation when recognized by the Presiding Officer.
- d. Members of the public are provided the opportunity to make comments germane to the public hearing as outlined in Section 5.3.
- e. The Presiding Officer closes the Public Hearing.

5.2 CONTINUANCE OF HEARINGS

Any Public Hearing being held by the Town Council may by motion, be continued to a subsequent meeting date and time certain.

5.3 PUBLIC COMMENT AT HEARINGS

When a matter for Public Hearing comes before the Town Council, the Presiding Officer shall inquire if there is anyone present who wishes to speak or present evidence regarding the matter. A Public Hearing, no matter what the subject matter, is not a question-and-answer period. Speakers must address their comments to the Town Council. Council Members should not address members of the public during a Public Hearing.

a. **Public Member Request to Speak**

Any person desiring to speak at a Public Hearing scheduled on the agenda is requested to complete a Public Meeting Appearance Card prior to the matter being reached and present it to the Town Secretary. Upon being recognized by the Presiding Officer, the person may speak or present evidence relevant to the matter being heard. No person may speak without first being recognized by the Presiding Officer. Each speaker, other than the applicant or appellant, is limited to three (3) minutes, although the Presiding Officer or a majority vote of the Town Council may adjust the time limit.

b. **Materials for Public Record**

In Person: Individuals interested in the matter being heard by the Town Council may submit written or graphic evidence and remarks in person at the meeting. All evidence presented will be retained by the Town Secretary's Office as part of the record of the hearing, in accordance with State law.

Electronically: Individuals may also submit written or graphic evidence and remarks electronically by sending the materials to townsec@trophyclub.org.

Submissions must clearly identify the Town Council meeting date and agenda item to which they pertain. Electronic materials must be submitted at least twenty-four (24) hours prior to the scheduled start time of the Town Council meeting.

5.4 COMMUNICATIONS AND PETITIONS

Written communications and petitions, appropriately submitted as described herein, concerning the subject matter of the hearing will be noted, read aloud, or summarized by the Presiding Officer or Town Secretary. A reading in full, limited to the same time limit imposed on all other public comments regarding that agenda item, shall take place if requested by any Council Member.

6. ADDRESSING THE TOWN COUNCIL

6.1 STAFF PRESENTATIONS

Staff presentations will be concise and will provide factual background information on the item as well as a recommendation, when appropriate, for the Town Council.

6.2 ORAL PRESENTATIONS BY MEMBERS OF THE PUBLIC

The following procedures will guide oral presentations by members of the public at Town Council meetings:

- a. Prior to the meeting or during the meeting prior to a matter being reached, persons wishing to address the Town Council are requested to complete a Public Meeting Appearance Card and present it to the Town Secretary.
- b. When called upon, individuals are requested to come to the podium and state their name and address for the record. If speaking for an organization or other group, individuals are requested to identify the group represented.
- c. Public comments should be directed to the entire governing body pursuant to Texas Gov't Code Sec. 551.007.

6.3 PUBLIC COMMENTS AGENDA ITEM

The Public Comments portion of the Town Council meeting is set aside for members of the public to address the Town Council on any item of business being considered on the agenda, or any item that is not formally scheduled on the agenda, listed on the Consent Agenda, or scheduled as a Public Hearing. Members of the public are requested to complete a Public Meeting Appearance Card prior to the commencement of the meeting and present it to the Town Secretary.

a. Timing

Public comments are generally permitted at the beginning of the regular Town

Council meeting, as specified on the agenda. Presentations shall be limited to three (3) minutes each, although the Presiding Officer or a majority vote of the Town Council may adjust the time limit. A person may not “give their time” to another person making comments.

b. No Council Deliberations

In compliance with the Texas Open Meetings Act, the Town Council may not deliberate or vote on any matter raised during the public comments section of the agenda, except for the purpose of determining whether such matter should be placed on a future Town Council agenda. The Presiding Officer, however, may request the Town Manager, or his designee, to provide additional information on a matter of general interest to the full Town Council, the public at large, or to the citizen making the comment.

6.4 RIGHT TO SPEAK

Texas Gov’t Code Sec. 551.007 requires the Town Council to allow a citizen to address the Town Council prior to the Town Council’s consideration of an item listed on the meeting agenda. The Town Charter provides that citizens of the Town shall have reasonable opportunity to be heard at any meeting. A person who wants to speak and address the Town Council regarding an item listed on the agenda to be considered by the Town Council are requested to complete a Public Meeting Appearance Card prior to the commencement of the meeting and present it to the Town Secretary. The citizen may either speak during the Public Comments portion of the meeting or when the item is reached on the agenda after being recognized by the Presiding Officer.

6.5 PUBLIC MEETING APPEARANCE CARDS

Public Meeting Appearance Cards may be used by members of the public who do not wish to or cannot verbally address the Town Council during a meeting. A person may indicate such person’s comments and support or opposition for an agenda item on a Public Meeting Appearance Card. During the Public Hearing regarding the item or prior to taking action on an item on the agenda, the Presiding Officer will indicate that the Town Council has received written comments from (name of persons) in support of the item, project, or issue and from (name of persons) in opposition. The minutes will reflect the Town Council’s receipt of written comments in support or opposition of the item, project, or issue.

6.6 REPETITIOUS COMMENTS

- a. Speakers are discouraged from presenting the same or substantially the same items or arguments to the Council repeatedly for each item or be repetitious in presenting their oral comments. Nothing in the foregoing sentence precludes submission of comments to the Town Council in writing, for such action or non-action as the Council, in its discretion, may deem appropriate.
- b. In order to expedite matters and to avoid repetitious presentations, the designation

of a spokesperson is encouraged. Whenever any group of individuals wishes to address the Town Council on the same subject matter, those individuals are encouraged to designate a spokesperson to address the Town Council.

6.7 WAIVER OF RULES

Any of the foregoing rules may be waived or suspended by a majority vote of the Council Members present when it is deemed appropriate, based upon the particular facts and circumstances involved.

6.8 NON-EXCLUSIVE RULES

The rules set forth are not exclusive and do not limit the inherent power and general legal authority of the Town Council, or of its Presiding Officer, to govern the conduct of Town Council meetings as may be considered appropriate from time to time, or in particular circumstances, for purposes of orderly and effective conduct of the affairs of the Town.

7. COUNCIL MEMBER TRAINING AND PROFESSIONAL DEVELOPMENT

7.1 TOWN COUNCIL ORIENTATION

The Town Manager will, in a timely manner, provide appropriate orientation services for new Council Members. Such services shall include, but not be limited to, the following:

- Availability of Texas Municipal League conferences and seminars;
- An individual meeting with new Council Members informing them about Town facilities and procedures; and
- Printed documents and resource materials necessary to the performance of the office of Council Member.

7.2 TOWN COUNCIL TRAVEL, TRAINING, MEMBERSHIPS, AND CLOTHING ALLOCATION POLICY

The annual allocation to the Mayor and Council Members (referred to collectively in these Town Council Rules of Procedure as the “Town Council”) for travel, training, memberships, and clothing will be established in the approved budget. That budget will be allocated fourteen and three-tenths percent (14.3%) for each Council Member to utilize as necessary for Town-related purposes for the purchase of travel, training, memberships, and clothing (herein referred to collectively as “Eligible Expenses”). All Eligible Expenses will be reimbursed or paid from this allocation up to each members’ individual budget allocations. Unused allocation will not roll forward to a future budget year.

All Town financial policies related to training, travel, and purchases shall apply to the Town Council. The use of Eligible Expense allocations for the Town Council will be maintained, monitored, and tracked by the Town Secretary. A member may contribute from their allocation to another member by submitting an allocation transfer request to the Town Secretary who will

update the available allocations for each member accordingly.

Town funds may only be used for Town-related purposes. For training and/or travel, members are required to submit a justification, which shall be reviewed and approved by the Town Manager. If a training/travel request is denied by the Town Manager, the member may appeal the decision to the Mayor. The Mayor's decision shall be final. If the Mayor's training/travel request is denied by the Town Manager, the appeal shall be made to the Mayor Pro Tem.

Training opportunities include conferences hosted locally or in other cities/states and online educational seminars where the topic is applicable to the functions of Town government. Travel and training funds will not be used for credit classes at a college, university, or other institution designed to provide post-secondary degrees or training. The Town Council is encouraged to select training events from the following providers:

- Texas Municipal League
- National League of Cities
- North Central Texas Council of Governments

Additional travel expenditures for members chosen to represent the Town Council related to attending a special event or otherwise representing the Town shall be made only after having been placed on the agenda of a Town Council Meeting and acted upon by a favorable majority vote.

8. TOWN COUNCIL STAFF RELATIONS AND ADMINISTRATIVE SUPPORT

8.1 COMMUNICATION WITH STAFF

The Town Council should contact Town employees through the Town Manager. Council Members should refrain from giving orders or direction to any subordinate of the Town Manager, either publicly or privately. Work assignments and policy direction should come from the Town Council and not from individual Council Members.

Nothing herein shall be construed to limit the power of the Town Council to directly communicate (in writing or verbally), with those officers and employees directly appointed by the Town Council (Town Manager, Town Secretary, Town Attorney, and Municipal Court Judge).

8.2 AGENDA QUESTIONS

- a. Questions arising from Council Members after receiving the agenda should be presented to the Town Manager for staff consideration prior to the Town Council meeting. If additional information is requested, the information will be distributed to all Council Members.
- b. Any request for additional information shall be provided to the entire Town Council as expeditiously as possible prior to any meeting to ensure appropriate review.

- c. The Town Manager shall designate appropriate staff to address each agenda item and shall see that it is adequately prepared and presented to the Town Council.

8.3 PROBLEM RESOLUTION

If the Town Manager's or staff's time is being dominated or misdirected by a Council Member or in any conflict arising between staff and Town Council, the Town Manager shall:

- a. Visit with the Council Member and discuss the problem and/or impact on Town Manager's or staff's time;
- b. If unresolved, ask the Mayor to facilitate a resolution to the issue;
- c. If still unresolved, ask the Mayor to present the concerns to the Town Council;
- d. If the unresolved issue is with the Mayor, ask the Mayor Pro Tem to facilitate a resolution to the issue; and
- e. If still unresolved, ask the Mayor Pro Tem to present the concerns to the Town Council.

8.4 STAFF CONDUCT

The Town Manager is responsible for the professional and ethical behavior of the Town staff. All staff members shall show each other, Town Council, and the public, respect and courtesy at all times.

8.5 MAIL

All general mail will be opened, and date stamped and distributed to individual Council Members as identified herein.

- a. ***Letters Addressed to the Mayor and Town Council***

All letters addressed to the Mayor and Town Council requiring a response from staff will be copied to all Council Members with a note as to which staff person will be preparing a response for either the Mayor's or Town Manager's signature. A copy of the response, along with the original letter, will be provided to each Council Member.

Letters addressed to the Mayor and Town Council that do not require a response but provide information on Town Council agenda items or like matters are copied to the full Town Council.

- b. ***Letters Addressed to Individual Council Members***

All letters addressed to individual Council Members requiring a response from staff are copied to all Council Members with a note as to which staff person will be preparing a response for either the identified Council Member's or Town Manager's signature. Copies of the responses, along with the original letters, are

provided to the full Town Council.

Letters addressed to individual Council Members that do not require a response from staff but provide information on Town Council matters are copied to the full Town Council.

Cards and other Council Member mail marked “personal” will not be opened and will not be copied to the full Town Council. These personal items will be placed in the Council Member’s mail slot at Town Hall.

8.6 TOWN COUNCIL CORRESPONDENCE

All Council Member correspondence prepared with Town resources (letterhead, typing, staff support, postage, etc.) will reflect the position of the full Town Council, not individual Council Member’s positions.

Personal Correspondence:

Town Council Members will be provided individual stationery and envelopes to use for official communications reflecting their individual position as a Council Member.

8.7 CLERICAL SUPPORT

The Town Secretary’s Office will coordinate the typing of Town-related correspondence requested by individual Council Members. All correspondence typed for Council Members will be on Town letterhead and will reflect the position of the full Town Council and will be copied to the full Town Council.

8.8 TOWN COUNCIL EVENT COORDINATION

a. Event Coordination

The Town Secretary’s Office will be responsible for coordinating Town Council attendance at public events, functions, and meetings. This includes:

- Receiving notifications from Council Members regarding their attendance at upcoming events or functions.
- Collecting event details such as location, time, and purpose, as well as tracking potential Council attendance.

b. Council Member Notifications

Council Members are encouraged to notify the Town Secretary’s Office as soon as possible if they plan to attend any public event or function. This notification will allow the Town Secretary’s Office to assess whether a quorum may be present and

ensure that Council attendance at public events/meetings complies with all legal requirements.

8.9 REQUESTS FOR RESEARCH OR INFORMATION

The Mayor and Council Members may request information or research from the Town staff on a given topic through the Town Manager who will make all members of Council aware of the special request, as it may be of interest to them as well. Accordingly, the Town Manager will provide the results of the request to all members of Council. In the event the Town Manager believes he cannot respond in a timely manner or that the request will require extensive staff time and resources, the Town Manager may present the request to the full Town Council prior to proceeding. If approved, the Town Manager and the Town Council will coordinate a reasonable and responsible timeframe in which to expect the results without unduly interfering with other activities of higher priority.

8.10 TOWN COUNCIL NOTIFICATION OF SIGNIFICANT INCIDENTS

In conjunction with the Town's public safety departments and the Public and Media Relations Director, the Town Manager's Office will coordinate the notification to the Town Council of major crime, fire or other disasters or incidents.

9. BOARDS AND COMMISSIONS

9.1 BOARD AND COMMISSION APPOINTMENTS/REMOVALS

The Town Council Appointments Committee is established to interview applicants and make recommendations to the full Council regarding appointments to all Boards during the annual appointment process and during the year in the event of mid-year vacancies. The Committee will also review and make recommendations for any removals from the Town's Boards and Commissions as deemed necessary.

a. Recruitment

The annual recruitment period for Board positions with expiring terms and known vacancies will begin in June, and applications will be accepted through July, or as otherwise directed by the Town Council.

In June of each year, the Town Secretary will:

- Advertise that the Town is accepting applications for individuals to be considered for appointment to Boards. The notice will specify the vacancies for all Boards and provide details regarding the application procedure and the deadline for receipt of applications. Advertisements will be posted on the Town's website, marquees, weekly newsletter, through all Town-managed social media platforms, and on posters placed in the lobby of Town Hall.

- Notify incumbent Board members with expiring terms that their term is approaching. If the member is eligible and wishes to seek another term, they must reapply in the same manner as other applicants.

b. Applicant Requirements

Applicants for all “Town Boards” which includes, but is not limited to, Commissions, Corporations, Councils (excluding the Town Council), and/or Committee, must meet the following criteria prior to their appointment:

- Be United States Citizens.
- Be registered voters.
- Be residents of the Town for at least six (6) months.
- Town elected officials and persons appointed to fill vacancies on any elected Town governmental body may not serve on a Town Board in accordance with the Town Charter.
- Consent to and meet the requirements of a background check.
- Have not been removed from a previous board or commission.
- While applicable technical or educational expertise related to the business of Town Boards is not required, it may be considered by the Appointments Committee and Town Council during the appointment process.

c. Application Review/Appointments

The Appointments Committee interviews applicants and makes recommendations to the full Council regarding appointments to all Boards and Commissions. Interviews are typically conducted in July and August, with appointments made in September and terms beginning on October 1. The Committee also considers applicants during the year in the event of mid-year vacancies.

The Council strives to provide opportunities for as many interested residents as possible to serve on Town Boards. However, if the number of open seats exceeds the number of qualified applicants, the Council may allow a person to serve on more than one Board. Town Council may act to replace a current member who is serving on more than one Board prior to the end the member’s term, provided there is an adequate number of qualified applicants.

At the conclusion of the interview process, the Committee shall prepare a report with its recommended slate of nominees for each Board appointment. The report

shall be submitted to the Town Council for discussion and consideration, preferably in September, but not later than the first meeting in October.

d. **Removal**

At the request of the Town Manager, Town Secretary, Board/Commission Chair, or any two (2) members of the Town Council, the Committee will review any circumstances such as misconduct, absenteeism, or ineligibility of a Town Board member. The Committee will thoroughly investigate the situation considering all facts, evidence, and viewpoints. If after careful deliberation, a majority of the Committee votes in favor of removal, a formal written report recommending removal will be submitted to the Town Council, with a copy of the report sent to the Town Board member and the applicable Town Board chair.

If the Town Board member, does not certify in writing the Town Board member's resignation from the Town Board, the Town Council will review and consider the recommendation in a scheduled meeting, allowing the Board member to respond, and then vote on the final decision.

9.2 BOARD, COMMITTEE, AND COMMISSION TRAINING

- a. Members of any Town Board shall complete Town-sponsored open government training within ninety (90) days of their appointment to a Town Board. Such training may be completed either by attending a live training session offered by the Town, or by watching a video provided by the Town.
- b. The training required by this section is in addition to any training a member of a Town Board may be required to complete pursuant to Texas Gov't Code Chapters 551 or 552, or other applicable law.
- c. Failure of a Town Board member to complete the training required by this section, within the time frame prescribed by this section, may be considered grounds for removal.

9.3 CREATION OF AD HOC COMMITTEE/TASK FORCE

- a. The Town Council may create an Ad Hoc Committee/Task Force to assist the Town Council in its business.
- b. The Ad Hoc Committee/Task Force shall be established by a Town Council resolution or ordinance for a specific purpose that expires upon the completion of its assigned task(s) or according to a specified deadline.
- c. Any existing ad-hoc committee or any other subgroup not created or required by resolution or ordinance shall cease to exist upon adoption of this policy.

10. PROCEDURES ADMINISTRATION

10.1 BIENNIAL REVIEW OF TOWN COUNCIL RULES OF PROCEDURE

The Town Council will review and revise, if deemed necessary, the Town Council Rules of Procedure as needed, and at a minimum, every two (2) years.

10.2 ADHERENCE TO PROCEDURES

During Town Council discussions, deliberations and proceedings, the Presiding Officer has been delegated the primary responsibility to ensure that the Town Council, staff and members of the public adhere to the Council's adopted Rules of Procedure.

10.3 TOWN ATTORNEY AS PROCEDURE ADVISOR

The Town Attorney assists the Mayor and Town Council as a resource and as an advisor for interpreting the Town Council's adopted Rules of Procedure.

10.4 APPLICABILITY OF RULES OF PROCEDURE

The Town Council Rules of Procedure shall also apply to the Town Council when sitting as other appointed entities or agencies. The role of Mayor and Mayor Pro Tem shall be interchangeable with the Chair and Vice Chair, or President and Vice President when sitting as another entity.



TOWN COUNCIL COMMUNICATION

MEETING DATE: January 13, 2025

FROM: Brandon Wright, Town Manager
Tammy Dixon, Town Secretary

AGENDA ITEM: Consider an ordinance amending Chapter 1, "General Provisions", Article 1.03, "Town Council", by repealing Division 2, "Meetings and Rules of Procedure" in its entirety and by amending Article 1.04 "Boards, Commissions and Committees", Division 1 "Generally" by adding a new section 1.04.011 "Background Checks of Boards and Commissions Applicants", of the Code of Ordinances. (Brandon Wright, Town Manager; Tammy Dixon, Town Secretary)

BACKGROUND/SUMMARY: The purpose of this agenda item is to consider an ordinance to repeal Division 2, "Meetings and Rules of Procedure," of Article 1.03, "Town Council," within the Town of Trophy Club Code of Ordinances. Additionally, the ordinance proposes amendments to Article 1.04, "Boards, Commissions, and Committees" to include provisions for conducting background checks on all board and commission applicants. This ordinance aligns with the resolution proposing the adoption of the updated Town Council Rules and Regulations Manual.

Section 3.11 of the Town of Trophy Club Home Rule Charter grants the Town Council the authority to establish its procedural rules. Historically, these rules were codified through ordinances, most recently under Ordinance No. 2021-10, as amended by Ordinance No. 2023-11. Transitioning these rules to a standalone Rules of Procedure Manual, adopted by resolution, enhances flexibility and efficiency in governance.

At the November 12, 2024 Council Workshop, the Town Council discussed implementing background checks for board and commission applicants, focusing on felony convictions and recent serious misdemeanor convictions. Pending charges would generally be excluded unless deemed particularly relevant. The Council directed the Town Attorney to draft language reflecting these parameters.

This action also fulfills the requirements of Section 3 of Resolution 2024-24, which directs staff to draft an ordinance amending the Town's Code of Ordinances to update references to the "Handbook for Elected and Appointed Officials," approved in October 2024.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

FISCAL IMPACT: There is no financial impact associated with this agenda item.

LEGAL REVIEW: Town Attorney, Dean Roggia, has reviewed the ordinance as to form and legality.

ATTACHMENTS:

1. Ordinance

ACTIONS/OPTIONS:

Staff recommends that the Town Council move to approve the ordinance amending Chapter 1, "General Provisions", Article 1.03, "Town Council", by repealing Division 2, "Meetings and Rules of Procedure" in its entirety and by amending Article 1.04 "Boards, Commissions and Committees", Division 1 "Generally" by adding a new section 1.04.011 "Background Checks of Boards and Commissions Applicants", of the Code of Ordinances.

**TOWN OF TROPHY CLUB, TEXAS
ORDINANCE NO. 2025-xx**

AN ORDINANCE OF THE TOWN OF TROPHY CLUB, TEXAS, AMENDING CHAPTER 1, "GENERAL PROVISIONS", ARTICLE 1.03, "TOWN COUNCIL", BY REPEALING DIVISION 2, "MEETINGS AND RULES OF PROCEDURE" IN ITS ENTIRETY AND BY AMENDING ARTICLE 1.04, "BOARDS, COMMISSIONS AND COMMITTEES", DIVISION 1 "GENERALLY" BY ADDING A NEW SECTION 1.04.011 "BACKGROUND CHECKS OF BOARDS AND COMMISSIONS APPLICANTS", OF THE CODE OF ORDINANCES, TOWN OF TROPHY CLUB, TEXAS; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING A SAVINGS CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Trophy Club, Texas (the "Town") is a home rule municipality acting under its charter adopted by the electorate pursuant to Article XI, Section 5, of the Texas Constitution and Chapter 9 of the Local Government Code; and

WHEREAS, Section 3.11 of the Town Charter grants the Town Council of the Town (the "Town Council") the authority to determine its own rules of procedure; and

WHEREAS, the Town Council previously adopted Ordinance No. 2021-10 creating Article 1.03, Division 2 "Meetings and Rules of Procedure" of the Code of Ordinance, Town of Trophy Club, Texas, establishing rules of procedure for its meetings, which was subsequently amended by Ordinance No. 2023-11; and

WHEREAS, the Town Council now desires to repeal Article 1.03, Division 2 "Meetings and Rules of Procedure" of the Code of Ordinances, Town of Trophy Club, Texas, in its entirety to streamline and update the Town Council's rules of procedure in accordance with Section 3.11 of the Town Charter; and

WHEREAS, the Town Council now desires to amend Article 1.04 "Boards, Commissions and Committees", Division 1 "Generally" of the Code of Ordinances, Town of Trophy Club, Texas, by adding a new Section 1.04.011 "Background Checks of Board and Commission Applicants"; and

WHEREAS, the Town Council finds it necessary and in the public interest to require all applicants for Town boards, commissions, and committees to consent to background checks at the time applications are submitted to the Town for consideration; and

WHEREAS, the Town finds it in the best interest of the Town and its residents to establish the Town Council rules of procedure by resolution to allow for greater flexibility and efficiency in governance.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF TROPHY CLUB, TEXAS, THAT:

SECTION 1.

The above and foregoing premises and findings are true and correct and are incorporated herein and made a part hereof for all purposes.

SECTION 2.

The Code of Ordinances, Town of Trophy Club, Texas, Chapter 1 "General Provisions", Article 1.03 "Town Council", Division 2 "Meetings and Rules of Procedure", which includes only Sections 1.03.031 through 1.03.039, is hereby repealed in its entirety.

SECTION 3.

The Code of Ordinances, Town of Trophy Club, Texas, Chapter 1 "General Provisions", Article 1.04 "Boards, Commissions and Committees", Division 1 "Generally" is hereby amended to add a new Section 1.04.011 "Background Checks of Board and Commission Applicants" to read as follows:

"§ 1.04.011 Background Checks of Board and Commission Applicants.

- (a)** Any person submitting an application for appointment to a position on any board, commission, or committee to which the town council has the final authority to make such appointment shall consent to a background check prior to consideration of the person's application.
- (b)** Failure to consent to a background check as required by this section shall be grounds for disqualification for consideration for appointment by the town council.
- (c)** The town may cause a background check to be conducted on each applicant for appointment to a position described in subsection (a) of this section. If upon review of a background check, an applicant is found to have been convicted, or pled nolo contendere or no contest, to any felony, or any Class A or Class B misdemeanor charge within the last ten (10) years, then the applicant shall be disqualified for consideration for appointment by the town council. If upon review of a background check, an applicant is found to be currently under indictment or subject to an existing Class A or Class B misdemeanor charge, then the town may consider whether the nature of the indictment or charge conflicts with the duties of the position for which the person is being considered by evaluating any of the following factors:
 - (1)** The nature of the alleged offense;

- (2) The age of the applicant at the time of the alleged offense and the amount of time that has elapsed;
- (3) The nature and responsibilities of the position sought;
- (4) The effect of the alleged conduct on the overall environment;
- (5) Indications of rehabilitation or a lack of rehabilitation;
- (6) Potential liability to the town; and
- (7) Any additional information provided by the applicant.

SECTION 4. CUMULATIVE

This Ordinance shall be cumulative of all provisions of ordinances of the Town, except where the provisions of this Ordinance are in direct conflict with the provisions of such ordinances, in which event the conflicting provisions of such ordinances are hereby repealed.

SECTION 5. SEVERABILITY

It is hereby declared to be the intention of the Town Council that the phrases, clauses, sentences, paragraphs, and sections of this Ordinance are severable, and if any phrase, clause, sentence, paragraph, or section of this Ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs, and sections of this Ordinance, since the same would have been enacted by the Town Council without the incorporation in this Ordinance of any such unconstitutional phrase, clause, sentence, paragraph or section.

SECTION 6. SAVINGS

All rights and remedies of the Town are expressly saved as to any and all violations of the ordinances of the Town that have accrued at the time of the effective date of this Ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances, same shall not be affected by this Ordinance, but may be prosecuted until final disposition by the courts.

SECTION 7. EFFECTIVE DATE

This Ordinance shall take effect from and after its date of passage in accordance with law, and it is so ordained.

DULY PASSED AND APPROVED by the Town Council of the Town of Trophy Club, Texas, this 13th day of January 2025.

ATTEST:

Jeannette Tiffany, Mayor

Tammy Dixon, Town Secretary

APPROVED AS TO FORM:

Dean Roggia, Town Attorney