



Title VI

Non-Discrimination Plan

2020

City of Carrollton
1945 East Jackson Road
Carrollton, TX 75006

Title VI Coordinator Contact Information

Laurie Wilson
City Secretary/Admin. Services Director
(972) 466-3005
laurie.wilson@cityofcarrollton.com



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Introduction

Title VI of the Civil Rights Act of 1964 assures that, “No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefit of, or be otherwise subjected to discrimination under any program or activity receiving Federal assistance.” Title VI has been broadened by related statutes, regulations and executive orders.

Discrimination based on sex is prohibited by Section 324 of the Federal-Aid Highway Act, which is the enabling legislation of the Federal Highway Administration (FHWA). The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 prohibits unfair and inequitable treatment of persons as a result of projects which are undertaken with Federal financial assistance. The Civil Rights Restoration Act of 1987 clarified the intent of Title VI to include all programs and activities of Federal-aid recipients and contractors whether those programs and activities are federally funded or not.

In addition to statutory authorities, Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, signed in February of 1994, requires Federal agencies to achieve environmental justice as part of their mission by identifying disproportionately high and adverse human health or environmental effects of their programs, policies, and activities on minority populations and low-income populations. Environmental justice Initiatives are accomplished by involving the potentially affected public in the development of transportation projects that fit within their communities without sacrificing safety or mobility. In 1997, the U.S. Department of Transportation (USDOT) issued its DOT Order to Address Environmental Justice in Minority Populations and Low-Income Populations to summarize and expand upon the requirements of Executive Order 12898 on Environmental Justice.

Also, Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency (LEP), provides that no person shall be subjected to discrimination on the basis of race, color, or national origin under any program or activity that receives Federal financial assistance. As a recipient of Federal financial assistance in its transportation and other improvement projects, the City of Carrollton must provide access to individuals with limited ability to speak, write, or understand the English language.

The City of Carrollton must not restrict an individual in any way from the enjoyment of any advantage or privilege enjoyed by others receiving any service, financial aid, or other benefit under its programs or projects. Individuals may not be subjected to criteria or methods of administration which cause adverse impact because of their race, color, or national origin, or have the effect of defeating or substantially impairing accomplishment of the objectives of the program because of race, color or national origin. Therefore, the primary goals and objectives of City of Carrollton’s Title VI Non-Discrimination Plan are:

1. To assign responsibilities and procedures for ensuring compliance with Title VI of the Civil Rights Act of 1964 and pertinent directives;
 2. To ensure that people affected by the City’s programs and projects receive the services, benefits, and opportunities to which they are entitled without regard to race, color, national origin, age, sex, or disability;
 3. To prevent discrimination in City programs and activities, whether those programs and activities are federally funded or not;
-

4. To establish procedures for identifying impacts in any program, service, or activity that may create an illegal adverse impact on any person because of race, color, national origin, age, sex, or disability; or on minority populations, low-income populations, the elderly, persons with disabilities, and all affected Title VI populations;
5. To establish procedures to annually review Title VI compliance of specific program areas within the City of Carrollton;
6. To set forth procedures for filing and processing complaints by persons who believe they have been subjected to illegal discrimination under Title VI in a City-provided service, project, program or activity.

Discrimination under Title VI

There are two types of illegal discrimination prohibited under Title VI and its related statutes. One type of discrimination which may or may not be intentional is “disparate treatment.” Disparate treatment is defined as treating similarly situated persons differently because of their race, color, national origin, sex, disability, or age.

The second type of illegal discrimination is “disparate impact.” Disparate impact discrimination occurs when a “neutral procedure or practice” results in fewer services or benefits, or inferior services or benefits, to members of a protected group. With disparate impact, the focus is on the consequences of a decision, policy, or practice rather than the intent.

The City of Carrollton’s efforts to prevent such discrimination must address, but not be limited to, a program’s impacts, access, benefits, participation, treatment, services, contracting opportunities, training, investigation of complaints, allocation of funds, prioritization of projects, and the encompassing functions of planning, project development and delivery, right-of-way acquisition, construction, and research.

The City of Carrollton has developed this Title VI Plan to assure that services, programs, and activities are offered, conducted, and administered fairly, without regard to race, color, national origin, sex, age, or disability of the participants or beneficiaries of federally-funded programs, services, or activities.



Title VI Policy Statement

It is the policy of the City of Carrollton, Texas, to provide reasonable assurances that it will comply with the requirements and provisions of the Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C 2000d-42 U.S.C 2000d-4, and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964 and other pertinent directives, to the end that in accordance with the Act, Regulations, and other pertinent directives, no person who resides in, or does business with, the City of Carrollton on the grounds of race, color, national origin, sex, age, disability or economic condition, be excluded from the participation in , be denied the benefits of or otherwise be subjected to discrimination under any of our programs or activities.

Any person who believes he or she has been discriminated against should contact:

Laurie Wilson

Laurie Wilson
City Secretary/Admin. Services Director
City of Carrollton
1945 East Jackson Road
Carrollton, TX 75006
972-466-3005
Email: laurie.wilson@cityofcarrollton.com

CITY OF CARROLLTON

1945 E. Jackson Road, Carrollton, TX 75006 | 972.466.3005 | Fax: 972.466.3525
P.O. Box 110535, Carrollton, TX 75011-0535 | cityofcarrollton.com



Administration

The Title VI Coordinator shall have lead responsibility for coordinating the administration of the Title VI and related statutes program, plan and assurances for the City of Carrollton.

Complaints: If any individual believes that he/she or any other program beneficiaries have been the object of unequal treatment or discrimination as to the receipt of benefits and/or service, or on the grounds of race, color, national origin (including Limited English Proficiency), sex, age or handicap, he/she may exercise his/her right to file a complaint with the City's Title VI Coordinator. Every effort will be made to resolve complaints informally and at the lowest level first.

Data Collection: Statistical data on race, color, national origin, English language proficiency and sex of participants in and beneficiaries of City programs, e.g. impacted citizens and affected communities, will be gathered and maintained by the City. The gathering procedures will be reviewed annually to ensure sufficiency of the data in meeting the requirements of the Title VI program.

Program Reviews: Special emphasis program reviews will be conducted based on the annual summary of Title VI activities, accomplishments and issues. The reviews will be conducted by the Title VI Coordinator to assure effectiveness in their compliance with Title VI provisions. The Title VI Coordinator will coordinate efforts to ensure equal participation in all programs and activities at all levels. The City will conduct reviews annually by the end of the calendar year.

Title VI Reviews on Sub-Recipients: Title VI compliance reviews will be conducted annually by the Title VI Coordinator. Priority for conducting reviews will be given to those sub-recipients of Federal (U.S. Department of Transportation) funds with the greatest potential of impact to those groups covered by the Act. The reviews will entail examination of the sub-recipients' adherence to all Title VI requirements. The status of each review will be reported in the annual update to TxDOT.

Annual Reporting: The Title VI Coordinator will be responsible for coordination, compilation, and submission of the Annual Work Plan and Accomplishment Report to the Texas Department of Transportation, Office of Civil Rights via TxDOT's Title VI/ Nondiscrimination Annual Work Plan & Accomplishments Report Development Guide, as presented in TxDOT's Title VI/ Nondiscrimination Technical Assistance Guide for Sub-Recipients.

Title VI Plan Updates: The City will automatically update and renew its Title VI Assurances every three years or as necessary on the occasion of a change of City Manager.

Remedial Action: The City, through the Office of the Coordinator, will actively pursue the prevention of Title VI deficiencies and violations and will take the necessary steps to ensure compliance with all program administrative requirements. When deficiencies are found, procedures will be promptly implemented to correct the deficiencies and to put in writing the corrective action(s). The period to determine corrective action(s) and put it/them in writing to effect compliance may not exceed 90 days from the date the deficiencies are found.



Title VI Complaint Procedure

This Complaint Procedure is established to meet the requirements of the Title VI of the Civil Rights Act of 1964. It may be used by anyone who wishes to file a complaint alleging discrimination on the basis of race, color, sex, age, disability, or national origin in the provision of services, activities, programs, or benefits by the City of Carrollton. The city's Administrative Directives govern employment-related complaints of discrimination.

The complaint should be in writing and contain information about the alleged discrimination such as name, address, phone number of complainant and location, date, and description of the problem including whether it is related to race, color, sex, age, disability or national origin. Alternative means of filing complaints will be made available for persons with disabilities upon request.

The complaint should be submitted by the grievant and/or his/her designee as soon as possible but no later than 180 calendar days after the alleged violation to:

Laurie Wilson
City Secretary/Admin Services Director
City of Carrollton
1945 East Jackson Road
Carrollton, TX 75006
972-466-3005
Email: laurie.wilson@cityofcarrollton.com

Within 15 calendar days after receipt of the complaint, the Title VI Coordinator or his/her designee will meet with the complainant to discuss the complaint and the possible resolutions. Within 15 calendar days of the meeting, the Title VI Coordinator or his/her designee will respond in writing, and where appropriate, in a format accessible to the complainant. The response will explain the position of the City of Carrollton and offer options for substantive resolution of the complaint.

If the complaint is related to transportation, then the City shall forward the complaint to TxDOT within 10 days.

If the response by the Title VI Coordinator or his/her designee does not satisfactorily resolve the issue, the complainant and/or his/her designee may appeal the decision within 15 calendar days after receipt of the response to the City Manager or his/her designee.

Within 15 calendar days after receipt of the appeal, the City Manager or his/her designee will meet with the complainant to discuss the complaint and possible resolutions. Within 15 calendar days after the meeting, the City Manager or his/her designee will respond in writing, and, where appropriate, in a format accessible to the complainant, with a final resolution of the complaint.

All written complaints received by the Title VI Coordinator or his/her designee, appeals to the City Manager or his/her designee, and responses from these two offices will be retained by the City of Carrollton for at least three years.

If the City of Carrollton has discriminated against you, please fill out attached form and mail or e-mail to the Title VI Coordinator listed above.



CARROLLTON
TEXAS

Title VI Complaint Form

Complainant Name (first and last): _____

Address: _____

Home Phone: _____

Cell Phone: _____

Date of incident: _____

Location of incident: _____

Race (*optional*): _____

Color (*optional*): _____

Sex (*optional*): _____

Age (*optional*): _____

Disability (*optional*): _____

National Origin (*optional*): _____

Description of incident (to include whether it is related to race, color, sex or national origin):

NOTE: Must be submitted as soon as possible but no later than 180 calendar days after the alleged violation.



MEMORANDUM

DATE: December 31, 2019
TO: Laurie Wilson, City Secretary/Admin Services Director
FROM: Kanika Juneja, Assistant City Attorney 
SUBJECT: TITLE VI OF THE CIVIL RIGHTS ACT

There have been no external discrimination complaints and no lawsuits alleging Title VI violations under 42 U.S.C. § 2000e et seq. (The Civil Rights Act) filed against the City of Carrollton in the past 3 years.

CITY OF CARROLLTON

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P.O. Box 110535, Carrollton, TX 75011-0535 | cityofcarrollton.com



The United States Department of Transportation (USDOT)
Standard Title VI/Nondiscrimination Assurances
DOT Order No. 1050.2A

The City of Carrollton (herein referred to as the "Recipient"), HEREBY AGREES THAT, as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation (DOT), through the Federal Highway Administration, is subject to and will comply with the following:

Statutory/Regulatory Authorities

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 C.P.R. Part 21 (entitled Non-discrimination In Federally-Assisted Programs Of The Department Of Transportation-Effectuation Of Title VI Of The Civil Rights Act Of 1964);
- 28 C.P.R. section 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);

The preceding statutory and regulatory cit~~e~~s hereinafter are referred to as the "Acts" and "Regulations," respectively.

General Assurances

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

"No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity," for which the Recipient receives Federal financial assistance from DOT, including the Federal Highway Administration.

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI and other Non-discrimination requirements (The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these nondiscrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

Specific Assurances

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally-assisted Department of Transportation programs:

1. The Recipient agrees that each "activity," "facility," or "program," as defined in §§ 21.23 (b) and 21.23 (e) of 49 C.P.R. § 21 will be (with regard to an "activity") facilitated, or will be (with regard to a "facility") operated, or will be (with regard to a "program") conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.
2. The Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with all Department of Transportation programs and, in adapted form, in all proposals for negotiated agreements regardless of funding source:

"The City of Carrollton, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."
3. The Recipient will insert the clauses of Appendix A and E of this Assurance in every contract or agreement subject to the Acts and the Regulations.
4. The Recipient will insert the clauses of Appendix B of this Assurance, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.
5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.
6. That where the Recipient receives Federal financial assistance in the form, or for the acquisition of real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.
7. That the Recipient will include the clauses set forth in Appendix C and Appendix D of this Assurance, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:

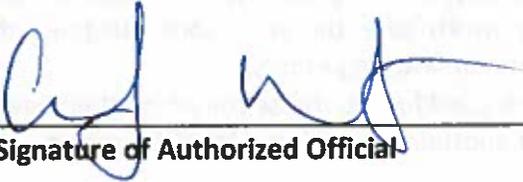
- a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
8. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:
 - a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
 - b. the period during which the Recipient retains ownership or possession of the property.
9. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.
10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

By signing this ASSURANCE, the City of Carrollton also agrees to comply (and require any sub-recipients, sub-grantees, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing the USDOT access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by the USDOT. You must keep records, reports, and submit the material for review upon request to USDOT, or its designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

The City of Carrollton gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation under all Department of Transportation programs. This ASSURANCE is binding on Texas, other recipients, sub-recipients, sub-grantees, contractors,

subcontractors and their subcontractors', transferees, successors in interest, and any other participants in all Department of Transportation programs. The person(s) signing below is authorized to sign this ASSURANCE on behalf of the Recipient.

Name of Recipient



Signature of Authorized Official

Jan 6, 2020

Dated

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation, the Federal Highway Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Highway Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the Federal Highway Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Nondiscrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or

is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

APPENDIX B

CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

NOW, THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the City of Carrollton will accept title to the lands and maintain the project constructed thereon in accordance with all applicable federal statutes, the Regulations for the Administration of all Department of Transportation programs, and the policies and procedures prescribed by the Federal Highway Administration of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the City of Carrollton all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto the City of Carrollton and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the City of Carrollton, its successors and assigns.

The City of Carrollton, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]* (2) that the City of Carrollton will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended[, and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

APPENDIX C

CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the City of Carrollton pursuant to the provisions of Assurance 7(a):

- A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that:
 - 1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
- B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, City of Carrollton will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*
- C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the City of Carrollton will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the City of Carrollton and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX D

CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by the City of Carrollton pursuant to the provisions of Assurance 7(b):

- A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.
- B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above Nondiscrimination covenants, the City of Carrollton will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*
- C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, the City of Carrollton will there upon revert to and vest in and become the absolute property of the City of Carrollton and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 4 71, Section 4 7123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.P.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to -ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U .S.C. 1681 et seq).



DATE	January 2018
JOB CODE	
FLSA	EXEMPT
EEO	

JOB TITLE: Director
 DEPARTMENT/DIVISION: Various
 REPORTS TO: Assistant City Manager or City Manager

SUMMARY: Responsible for performing complex administrative work in the planning, directing and oversight of departmental services and resources. Responsible for strategic planning, setting policy, and providing direction to managers in order to achieve departmental goals and objectives. Work is performed under administrative review.

ESSENTIAL JOB FUNCTIONS:

- Supervises staff to include: prioritizing and assigning work; conducting performance evaluations; ensuring staff is trained; ensuring that employees follow policies and procedures, and maintaining a healthy and safe working environment; and, making hiring, termination, and disciplinary recommendations.
- Develops, implements, and evaluates departmental policies, procedures, strategies, and goals. Maintains, updates, and ensures procedural compliance for programs.
- Provides advice in area of expertise to City Officials, City Council, and management teams.
- Provides advanced administrative support to the City Council, Assistant City Manager, and City Manager in support of organizational goals and objectives.
- Facilitates, leads, and/or participates in meetings and/or proceedings. Represents the department and City at meetings and conferences. Serves as a liaison between departments, external organizations, the general public, and other agencies.
- Serves on a variety of internal and external committees, task forces, and other agency committees to secure advocacy and influence support for programs and ideals.
- Provides complex administrative assistance and support to Executive management and the City Council. Develops complex reports and correspondence.
- Researches, analyzes, and makes recommendations for cost effective improvements in departmental operations. Designs, administers, and evaluates departmental programs and services.
- Responds to requests for information and provides subject-matter-expert guidance to other departments, patrons, the general public, and/or external agencies.
- Evaluates and communicates the impact of potential legal or regulatory changes on the organization.
- Directs and oversees the preparation and administration of departmental budgets, financial reports, and operational and/or capital improvement budgets. Monitors revenues and expenditures. Reviews financial statements and manages financial operations.
- Performs other duties as assigned.

POSITION SPECIFIC JOB FUNCTIONS:

Administrative Services

- Responsible for providing high level support to the City Manager, the executive team and City Council in achieving organizational goals and objectives. Manages the Resolution Center, Utility Customer Service, and the solid waste contract ensuring a high level of customer service to Carrollton citizens and customers. Maintains the integrity of the election process, ensures transparency and access to public municipal records, facilitates the legislative process, and is the records custodian for the City. Acts as the compliance officer for federal, state, and local statutes, including the Open Meetings Act and the Public Information Act, and serves as the filing authority for campaign finance reports and financial disclosure statements. Serves as the city's Title VI Coordinator.

Municipal Court

- Directs and manages municipal court operations, including revenue collection activities. Collaborates with City Council members, the Assistant City Manager, the City Manager, and the judiciary to plan, direct, and budget for future needs and to resolve current issues.

Economic Development

- Directs and manages the economic development program, which includes: recruiting commercial and industrial clients; retaining commercial and industrial clients; recruiting and retaining retail and restaurant clients; and facilitating international trade and investment program opportunities.

Engineering

- Oversees the City's five year capital improvement plan, coordinates regional transportation issues with other government agencies, coordinates strategic land acquisition related to transit-oriented development, provides support to economic development activities, and participates in the coordination of major reconstruction and new construction of facilities.

Environmental Services

- Directs operational, administrative, implementation, and enforcement aspects associated with community development, animal services, environmental quality, food safety, code enforcement, and neighborhood partnership programs.

Finance

- Oversees accounting, budget and management analysis, utility customer service/revenue collection, and purchasing activities, including conducting complex budget and financial research and analysis.

-

Fire Chief

- Responsible for the overall operation of the Fire Department; including planning, developing, organizing, directing, and coordinating activities within suppression, emergency medical services, prevention, and support services of the department.

Provides highly responsible and technical staff guidelines of V.T.C.A., Local Government Code, Chapter 143 and all other applicable laws, regulations, and standards.

Library

- Directs the overall activities of two library facilities, including collection development, programming, technological resources, revenue collection activities, and patron assistance.

Marketing

- Directs internal and external communications and marketing initiatives for the City, which includes: planning and administering media relations; serving as the City's spokesperson and chief editor providing public relations counsel to management and the City Council; managing public education, community outreach, and branding; and providing marketing support to internal departments.

Parks & Recreation

- Oversees the operations of Parks & Recreation, including capital improvement projects, maintenance, and programming.

Police Chief

- Plans, directs, manages, and oversees the activities and operations of the Police Department including administration, records, investigations, patrol and all special assignments. Coordinates assigned activities with other city departments and outside agencies. Provides highly responsible and complex administrative support to the City Manager.

Public Works

- Plans, directs, and supervises the core functions of the division, which includes: streets, traffic, and drainage; water utilities; and, administrative services. Provides technical advice and information to the City Council and City Manager regarding an infrastructure that supports public health, safety, and quality of life.

Workforce Services

- Directs the daily operations of the human resources function, which includes assisting internal departments in achieving their goals by presenting solutions for their workforce needs and ensuring compliance with applicable Federal, State, and Local laws and regulations.

Urban Development

- Plans, directs, and manages the activities and operations of building inspection and urban development, including transit-oriented development.

Managed Competition & Strategic Planning

- Evaluates and directs the transformation of the City's organization into a high performance and market-competitive service business that consistently delivers quality

products and services to its customers and contributes to long-term organizational stability.

Information Technology

- Performs managerial activities related to the planning, identification, and usage of technology and business practices throughout the City.

Facilities & Fleet Services

- Performs managerial activities related to facility capital improvement project management, including building, repair, and maintenance of facilities.
- Oversee city fleet contract and act as the liaison between the fleet vendor and city management.

SUPERVISORY/BUDGET RESPONSIBILITIES:

- Supervisory responsibility over Managers and other departmental staff.

KNOWLEDGE, SKILLS, AND ABILITIES:

- Knowledge of management principles;
- Knowledge of public administration and governmental operations;
- Knowledge of basic accounting and financial management principles;
- Knowledge of advanced theories and principles related to area of assignment;
- Knowledge of strategy development principles and procedures;
- Knowledge of program development and administration principles and practices;
- Knowledge of public relations principles;
- Skilled in monitoring and evaluating employees;
- Skilled in prioritizing and assigning work;
- Skilled in providing leadership;
- Skilled in managing projects;
- Skilled in speaking in public;
- Skilled in analyzing and developing policies and procedures;
- Skilled in analyzing complex problems, identifying alternative solutions, projecting consequences of proposed actions, and implementing recommendations in support of goals;
- Skilled in mediating and resolving conflict;
- Skilled in preparing and administering budgets;
- Skilled in managing change and sensitive topics;
- Skilled in planning, analyzing, and evaluating programs and services, operational needs, and fiscal constraints;
- Skilled in prioritizing, organizing, and managing multiple simultaneous projects;
- Skilled in reading, interpreting, applying, and explaining laws, codes, ordinances, rules, regulations, policies, and procedures;
- Skilled in preparing clear and concise reports, including oral, written, and audio/visual presentations;
- Skilled in maintaining sensitive and confidential information;
- Skilled in providing customer service;

- Skilled in gathering and analyzing information and making recommendations based on findings and in support of organizational goals;
- Skilled in operating a computer and related software applications;
- Skilled in communicating effectively with a variety of individuals.

MINIMUM QUALIFICATIONS:

- Bachelor's Degree in General Business Administration or a related field.
- Eight years of progressively responsible experience, including three years at the Division Manager level, or its equivalent.
- Certifications/licensure may be required depending on area of assignment.

PREFERENCES:

- None.

WORKING CONDITIONS:

- Frequent sitting, talking, seeing, hearing, and manual dexterity.
- Occasional lifting and carrying up to 10 pounds.
- Work is typically performed in a standard office environment.
- Depending on area of assignment, may work in an outdoor environment, with potential exposure to adverse weather conditions.
- Depending on area of assignment, may occasionally work near moving mechanical parts.
- Depending on area of assignment, may occasionally be exposed to risk of electrical shock, vibration, fumes, airborne particles, infectious diseases, criminal suspects, and/or prison inmates.

CONDITIONS OF EMPLOYMENT:

- Must pass pre-employment drug test.
- Must pass criminal history check.
- Must pass motor vehicle records check.



Title VI Accommodations for Limited English Proficient Persons

The City of Carrollton follows Executive Order 13166 in identifying and engaging limited English proficient (LEP) populations to ensure their involvement and knowledge of programs and activities in and around their community. A Limited English Proficient person is defined as one who does not speak English as his or her primary language and has a limited ability to read, write or understand English. The City of Carrollton's policy for engaging Limited English Proficient individuals is to provide translation services to individuals who request them, if reasonable accommodations can be made. In addition, the City of Carrollton proactively identifies communities with high concentrations of Limited English Proficient persons and employs tactics and strategies to effectively engage them in the planning process.

The following procedures are in place to ensure LEP populations have knowledge of programs and activities by the City of Carrollton:

- The City of Carrollton trains staff to recognize individuals in community meetings, forums, activities and programs who may show difficulty or inability to read or write English, and to assist them accordingly.
- The City of Carrollton has numerous bilingual employees who are identified as translators on their City ID badge to assist individuals requiring their service in person, via telephone, or in writing
- Spanish language classes are offered to City employees by the City on an as needed basis for staff members in need of or pursuing bi-lingual education.
- The following documents are printed in both English and Spanish to engage LEP populations:
 - Publications created by the City of Carrollton advertising City programs and services available to residents
 - Forms residents may need to file to comply with City ordinances
 - Form to file an Open Records Request
 - Forms business owners may need in order to conduct business with or within the City
 - Water Quality Report
 - Defensive driving request, affidavit and driving instructions
 - Deferral disposition request and affidavit
 - Collections requirements, application, and contact information form
 - New ticket letter
 - Public Works Door Hanger/Testing Notification for Sanitary Sewer Inspection (August 2019)
 - Environmental Services Brochures including
 - Emergency Repair Grant
 - Minor Home Repair Program
 - People Helping People Program
 - Single Family Rehab

*This list is not comprehensive as additional publications are printed in bilingually as needed



Title VI

Four-Factor Analysis

2020

City of Carrollton
1945 East Jackson Road
Carrollton, TX 75006

Title VI Coordinator Contact Information

Laurie Wilson
City Secretary/Admin. Services Director
(972) 466-3005
laurie.wilson@cityofcarrollton.com



Summary

According to the U.S. Census Bureau, the 2014 estimated population of Carrollton was 128,353. Approximately 34.7% of the total population – 44,538 residents – speak a language other than English in the home.

Factor 2 – The frequency with which LEP persons come into contact with the City of Carrollton. There are three primary ways that residents, including LEP persons, contact the City of Carrollton to inquire about City programs and assistance. First, for LEP visitors who need in-person assistance, the City of Carrollton has 47 translators on staff who are available to help walk-ins. The translators are identified as a translator on their City ID badge worn at all times during business hours. Many of our front desk staff are translators and those who are not, are aware of who the translators are in case assistance is needed. Additionally, in 2019, the City has made headsets available for our LEP customers who need translation assistance if a City staff translator is not currently available.

Second, the City of Carrollton's Resolution Center (Call Center) uses Universe Technical Translations (855-268-1371) to assist LEP persons who call the City. On average, the service is used 220-250 times monthly with a majority of translations in Spanish, and small number in Vietnamese, Korean and Mandarin. In order to answer questions and offer additional assistance. Thirdly, in a digital age, LEP persons looking for information online through our City website can select the "En Español" feature to review the entire website's content in Spanish. Through Google translate, the website can be displayed in over one hundred languages.

The City of Carrollton offers numerous printed brochures, flyers and other publications to offer residents information to take home for review. Many of these publications including our water quality report, public safety materials, and program information are printed in both Spanish and English. Forms required to be submitted by residents in order to obtain information, including Open Records Request forms, Fingerprinting Requests, the schedule of ESL classes at the Libraries, and more.

Finally, the City of Carrollton has a City email for all residents to submit questions or requests that once received, are sent to the correct department for further assistance. These emails from LEP persons are sent through City translators who work with the correct departments to translate the incoming emails as well as the responses.

Factor 3 – The nature and importance of the City of Carrollton's programs, activities or services to the person's life.

The importance of the services offered to residents by the City of Carrollton immeasurable. From public safety to animal services, leisure services like parks and libraries, to solid waste collection and utility billing, every resident needs to contact the City at some point for assistance. The City of Carrollton strives to offer numerous opportunities for inclusion for LEP persons through multiple platforms of translation services.



Factor 4 – The resources available to city staff and overall costs to provide LEP assistance. The City of Carrollton utilizes a combination of multilingual staff members and procured vendors as professional, competent translators and interpreters. City staff addresses most language assistance needs with over-the phone and in-person interpretation, and some document translation. The City of Carrollton has implemented a translator pay system in which employees are identified as translators (Translation Services Administrative Directive No. 10). All City of Carrollton staff has access to a list of bilingual City employees that can assist with interpretation through Sharepoint, which is updated regularly. If City of Carrollton employees are not proficient in the language needed, the City offers Spanish language classes to City employees by the City on an as needed basis.

The City of Carrollton trains staff to recognize individuals in community meetings, forums, activities and programs who may show difficulty or inability to read or write English, and to assist them accordingly.

The City of Carrollton's Resolution Center request line has a contract with Universe Technical Translations (855-268-1371) to assist LEP persons who call the City. On average, the service is used 220-250 times monthly with a majority of translations in Spanish, and small number in Vietnamese, Korean and Mandarin. in order to answer questions and offer additional assistance The City of Carrollton will procure written translation services with TransPerfect, when needed and as funding allows.

Implementation

Language Assistance Measures

In order to promote equal access to City of Carrollton programs and services by LEP individuals, the City of Carrollton offers the following array of language assistance services. Actions will be implemented and monitored by City staff.

The City of Carrollton will provide the appropriate level of oral interpretation and written translation services based on the four factor analysis. Members of most language groups will at least have the ability to receive oral translation services through City translators or Universe Technical Translations.

Oral Interpretation Services

The need for oral interpretation services arises in one of two ways: either City staff receives a telephone call or a resident visits a City facility. The following describes the process the City will use when receiving LEP clients through telephone communication or in-person visits. This process follows the City's Administrative Procedure for handling LEP individuals.

The City Sharepoint site indicates individuals within the City of Carrollton who can speak a non-English language and receive translator pay. Sharepoint is available to all City employees.

A staff member who receives a call or in-person visit from a LEP person will assess the primary language needed by the person. If that employee is a City translator and speaks a language relevant to the LEP person, then that staff member will assist them. If communication becomes



difficult for any reason, the staff member will get help from another translator identified on Sharepoint as having language skills relevant to the LEP person.

If an employee receives a call or in-person visit from a LEP person and does not speak the language of the LEP person, the employee will get assistance from another member who is listed in the Sharepoint with relevant language skills.

If there is not a translator indicated on Sharepoint that speaks a language relevant to the LEP person, then the employee can call the Resolution Center to utilize the Universe Technical Translations Service to communicate with the visitor. Staff may also make a headset available to the customer which directly connects them with the translation services so that an in-person visitor may also receive assistance if the Resolution Center is unavailable to take the call.

Written Translation Services

Written public information that's of importance to residents shall be translated in-house through a City translator, or, if needed, sent for written translation services with TransPerfect.



Environmental Justice

The Civil Rights Restoration Act of 1987 broadened the scope of Title VI coverage by expanding the definition of terms “programs or activities” to include all programs or activities of federal-aid recipients, sub-recipients and contractors, whether such programs and activities are federally assisted or not. Executive Order 12898 addresses disproportionate adverse environmental, social and economic impacts that may exist in communities, specifically minority and low-income populations – otherwise known as Environmental Justice. The City of Carrollton’s environmental justice policy is to ensure the compliance considerations are addressed during program development.

Key program areas addressing environmental justice are the City’s overall infrastructure replacement efforts, in particular the Neighborhood Oriented Targeted Infrastructure and Code Enforcement (NOTICE) program, its Neighborhood Empowerment Zone program, and its environmental quality programs.

Through NOTICE, water and sewer utilities, streets, alleys, and sidewalks are comprehensively replaced or refurbished, one neighborhood at a time. Neighborhoods are prioritized by age and need, allowing the city to focus first on those neighborhoods with concentrations of minority and low income populations. Environmental health is a major component of this infrastructure work, including the following positive impacts:

- Replacing potable water supply lines ensures delivery of superior drinking water and minimizes human exposure to pathogens and other contaminants that may result from older, damaged, or poorly flowing lines
- Replacing sanitary sewer lines reduces the potential for sanitary sewer overflows and decreases consequent surface water pollution and human exposure to pathogens. Reconstruction to contemporary standards also minimizes infiltration, ensuring that design capacity is not exceeded.
- Correcting neighborhood grading and drainage during street replacement provides for efficient stormwater removal, minimizing breeding habitat and harborage for mosquitoes and other vermin
- Replacing streets and sidewalks addresses paving defects and obsolete traffic engineering design, in turn reducing motor vehicle accidents and improving mobility.

A significant portion of the NOTICE funding comes from the Community Development Block Grant which requires that expenditures primarily benefit persons of low to moderate income. This grant also requires annual analysis and reporting to the Department of Housing and Urban Development to ensure that minority-concentrated neighborhoods are addressed and that funds are used to primarily benefit low-income populations.

The City established the Neighborhood Empowerment Zone program in 2013, focusing on the needs of the oldest and most at-risk neighborhoods. These zones generally align with the low to moderate income neighborhoods and minority-concentrated areas. Federally funded NOTICE projects fall within their boundaries. The program has grown to include minor home repairs for those who income qualify, waiver of permit and impact fees, and incentives to rehabilitate housing. These efforts are supported through general funds and have significant social and economic benefits. .

The City’s environmental quality programs further the goals of environment justice by carrying out monitoring, inspection, and enforcement activities uniformly throughout the community. The industrial pretreatment program ensures compliance with federal pollution control standards for hazardous waste disposal, industrial wastewater discharges, and stormwater quality. This program is especially critical as much of the industrialized area of Carrollton is in close proximity to minority concentrated and low income neighborhoods.



Title VI Public Participation Policy

Subrecipients of federal financial assistance must provide an opportunity for public involvement and full access to the transportation decision making process in each stage of planning and development of a transportation project. It is essential that all segments of the population be afforded the opportunity to understand and articulate concerns with any project that affects them and their way of life.

The City of Carrollton completes the Consolidated Plan every three to five years in order to receive federal Community Development Block Grant (CDBG) funds annually from the U.S. Department of Housing and Urban Development (HUD). The Consolidated Plan describes its efforts to ensure non-discrimination in its public participation process, to include addressing public comment. The City particularly encourages participation of persons with special needs and/or persons who are often underrepresented in the public process, e.g. low income, persons of color, non-English speaking persons, persons with disabilities, persons who are homeless. The Plan is implemented to ensure public input across all City services, including transportation needs.

The City also has a calendar of events on its Website, which includes information on any public meetings being held.

The following procedures have been put into place in order to ensure compliance:

- Regarding CDBG funds through Minor Home Repair:
 - In reviewing Minor Home Repair applications, the City of Carrollton reserves the right to give priority to the following groups (not in particular order):
 - Elderly (at least 62 years old) and/or disabled citizens; Residents who fall within the extremely low and very low income levels; Residents who live in current, completed and future N.O.T.I.C.E. (Neighborhood-Oriented Targeted Infrastructure and Code Enforcement) neighborhoods.
 - All individuals, including elderly or disabled residents, will apply through Metrocrest Services (MS) for the Minor Home Repair program.
 - The applicant is required to furnish all documentation to verify eligibility. MS evaluates the application and refers applicants to the City for further evaluation.
 - Upon receipt of the application, staff will review to verify all documentation; including income, asset, tax, and disability records, City staff contacts the applicant for an on-site project evaluation appointment. If an applicant does not meet the income or program eligibility requirements, the applicant will be notified before project evaluation.
 - City staff will also perform an environmental review to determine if the property will be in compliance with acceptable environmental conditions as set forth by HUD. If a property cannot meet the environmental conditions, the application will be denied.



- Once the project is complete, the applicant will be mailed a Customer Satisfaction Survey. The City values citizen input and feedback is instrumental in improving future services.
- Variances from these policies and procedures is granted by the Environmental Services Director under extraordinary extenuating circumstances. The Environmental Services Director may exercise the ability to vary from the policies and procedures in cases where there is a danger to life, health, and/or safety. In addition, an administrative change order cap of \$500 may be applied only with the approval of the Environmental Services Director. Such recommendation must be made on the following basis:
 - A documented and specific hardship exists on the part of the homeowner or other parties involved in a project.
 - Granting a variance to standard procedures will further the goals, purposes and effectiveness of the Minor Exterior Home Program, and will conform to applicable HUD guidelines.

Other Public Participation

- All information posted on the City website can be translated in more than one hundred languages through Google translate. As Carrollton's largest non-English speaking persons are Hispanic, there is a direct link on the website to translate "En Español". Information on the website includes but is not limited to public meetings, budget information, events, programs, City information, policies, ordinances, activities, grants, guidelines, public safety and contact information.
- City of Carrollton staff is trained to recognize individuals in community meetings, forums, activities and programs who may show difficulty or inability to read or write English, and to assist them accordingly.
- The City of Carrollton has over 20 translators on staff that are available to help LEP walk-ins or callers who need additional assistance. The translators are identified as a translator on their City ID badge worn at all times.
- The City of Carrollton's Resolution Center (Call Center) uses Universe Technical Translations (855-268-1371) to assist LEP persons who call the City.
- The City of Carrollton offers numerous printed brochures, flyers and other publications to offer residents information to take home for review. Many of these publications including our water quality report, public safety materials, and program information are printed in both Spanish and English. Forms required to be submitted by residents in order to obtain information, including Open Records Request forms, Fingerprinting Requests, the schedule of ESL classes at the Libraries, and more.
- The City of Carrollton has a City email for all residents to submit questions or requests that once received, are sent to the correct department for further assistance. These emails from LEP persons are sent through City translators who work with the correct departments to translate the incoming emails as well as the responses.



Title VI Data Collection and Analysis

Statistical data on race, color, national origin, English language proficiency and sex of participants in and beneficiaries of City programs, e.g. impacted citizens and affected communities, will be gathered and maintained by the City. The gathering procedures will be reviewed annually to ensure sufficiency of the data in meeting the requirements of the Title VI program. While this data is collected for the purpose of securing Community Development Block Grant (C.D.B.G) funds, the data is analyzed and considered across all City programs and services, including transportation projects.

To assist in this process, the City of Carrollton has set forth the following procedures:

- On a 5-year basis, the City of Carrollton will contract with a private company to collect data in a Consolidated Plan that includes information about beneficiaries of Title VI. The project will go out for bid and also contain information regarding community outreach, fair housing, those impacted by CDBG funds, special needs population, community profile, public comments, HUD needs, housing market analysis, citizen participation plan, public input and a 5-year plan. The 5-year Action Plan is attached.
- On a 1-year basis, City staff creates an Action Plan to help achieve goals laid out in the 5-year Consolidated Action Plan. The plan includes information on Neighborhood-Oriented Targeted Infrastructure and Code Enforcement (N.O.T.I.C.E.) projects, park improvements, social services, spending of Community Development Block Grant funds, ensuring equal access for residents. The goals are set taking the following information into account:
 - Citizen feedback
 - Community needs
 - Results of the 5-year plan



Where Connections Happen

City of Carrollton

PY2018 Consolidated Annual Performance Evaluation Report

(CAPER)

December 3, 2019

CR-05 - Goals and Outcomes

Progress the jurisdiction has made in carrying out its strategic plan and its action plan. 91.520(a)

This could be an overview that includes major initiatives and highlights that were proposed and executed throughout the program year.

The following Consolidated Annual Performance and Evaluation Report (CAPER) represents the fifth and final year completed under the Carrollton's 2014-2018 Consolidated Plan. This report represents October 1, 2018 through September 30, 2019. The objective of Carrollton's CDBG Program is to support activities which meet at least one of the primary national Community Development Block Grant (CDBG) objectives, i.e. development of viable urban communities by providing a suitable living environment, decent housing and expansion of economic opportunities for persons of low and moderate income. Based on the needs analysis in 2014, the following strategy areas were identified and are reaffirmed in this annual report.

- Improve Neighborhood Infrastructure: Use CDBG funds to leverage infrastructure improvements.
- Enhance Code Enforcement: Use CDBG funds to pay for one salaried code enforcement officer to work in the CDBG Target area.
- Provide Neighborhood Matching Grants: Use general funds to create a more proactive municipal contribution in order to preserve and enhance neighborhoods throughout the city.
- Preserve Existing Housing Stock: Use CDBG and general funds to provide interior and exterior home repairs for income-qualifying homeowners.
- Assist Social Service Providers: Use general funds for the enhancement of services to meet the needs of low-to-moderate income citizens.
- Promote Economic Development: Use general funds for the improvement of aging retail spaces.

Comparison of the proposed versus actual outcomes for each outcome measure submitted with the consolidated plan and explain, if applicable, why progress was not made toward meeting goals and objectives. 91.520(g)

Categories, priority levels, funding sources and amounts, outcomes/objectives, goal outcome indicators, units of measure, targets, actual outcomes/outputs, and percentage completed for each of the grantee's program year goals.

Goal	Category	Source / Amount	Indicator	Unit of Measure	Expected – Strategic Plan	Actual – Strategic Plan	Percent Complete	Expected – Program Year	Actual – Program Year	Percent Complete
Goal 1. Improve Neighborhood Infrastructure	Non-Housing Community Development	CDBG: \$428,579	Public Facility or Infrastructure Activities for Low/Moderate Income Housing Benefit	Households Assisted	500	415	83.00%	39	71	182.05%
Goal 2. Enhance Code Enforcement	Non-Housing Community Development	CDBG: \$0.00	Rental units rehabilitated	Household Housing Unit	0	2619		750	1280	170.67%
Goal 2. Enhance Code Enforcement	Non-Housing Community Development	CDBG: \$55,577	Housing Code Enforcement/Foreclosed Property Care	Household Housing Unit	7500	8283	110.44%	6300	2200	34.92%
Goal 3. Provide Neighborhood Matching Grants	Non-Housing Community Development	CDBG: \$0	Other	Other	25	17	68.00%	5	2	40.00%
Goal 4. Preserve Existing Housing Stock	Affordable Housing Non-Housing Community Development	CDBG: \$428,579	Public Facility or Infrastructure Activities for Low/Moderate Income Housing Benefit	Households Assisted	5	6	120.00%	1	2	200.00%
Goal 4. Preserve Existing Housing Stock	Affordable Housing Non-Housing Community Development	CDBG: \$65,935	Homeowner Housing Rehabilitated	Household Housing Unit	100	91	91.00%	18	22	122.22%
Goal 5. Assist Service Providers	Homeless Non-Homeless Special Needs Non-Housing Community Development	CDBG: \$0	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit	Persons Assisted	0	0	0.00%	0	0	0.00%
Goal 5. Assist Service Providers	Homeless Non-Homeless Special Needs Non-Housing Community Development	CDBG: \$19,673	Public service activities for Low/Moderate Income Housing Benefit	Households Assisted	0	0	0.00%	0	0	0.00%

Goal 5. Assist Service Providers	Homeless Non-Homeless Special Needs Non-Housing Community Development	CDBG: \$0	Homelessness Prevention	Persons Assisted	75000	68261	91.01%	15,000	11,353	75.69%
Promote Economic Development	Non-Housing Community Development	CDBG: \$0	Facade treatment/business building rehabilitation	Business	5	2	40.00%	1	0	0.00%

Table 1 - Accomplishments – Program Year & Strategic Plan to Date

Assess how the jurisdiction’s use of funds, particularly CDBG, addresses the priorities and specific objectives identified in the plan, giving special attention to the highest priority activities identified.

The City of Carrollton is an entitlement community under U.S. Department of Housing and Urban Developments (HUD) CDBG Program. During the 2018 Program Year a total of \$569,760 in CDBG funding was used in the following projects:

- \$353,574.77 for dedicated physical improvements to the infrastructure within the Woodcrest Estates Neighborhood as part of the NOTICE program.
- \$75,000.00 for Crosby Recreation Center Tot Playground Redevelopment.
- \$65,935.56 for City's Housing Rehabilitation Program, which includes the Minor Home Repair Grant, Emergency Repair Grant, and People Helping People projects
- \$55,576.77 for Enhanced Code Enforcement in the CDBG target area.
- \$19,672.98 for development of the 2019-2023 Consolidated Plan for the City of Carrollton.

The City of Carrollton also allocated general funds for PY2018 to meet goals and objectives. This includes:

- \$1,500,000 for infrastructure improvements in the Belaire Heights Neighborhood.
- \$423,055 to enhance local social service agencies' activities for Carrollton's vulnerable populations.
- \$192,975 in salary and benefits for three staff positions implementing CDBG and Neighborhood Partnership activities.
- \$60,000 for beautification programs through the Neighborhood Enhancement Matching Grant Program.
- \$45,000 for Neighborhood Empowerment Zone minor home repair projects.

Improve Neighborhood Infrastructure

- NOTICE project for Woodcrest Estates neighborhood using both CDBG and city general funding for infrastructure repairs of streets, sidewalks, water, and sewer lines. Project was funded in PY2017 and completed in PY2018. CDBG funding of \$353,574 was drawn upon during PY2018.
- Crosby Recreation Center Tot Playground Redevelopment was an improvement made at the Crosby Recreation Center to provide a play area for children of low- to moderate- income families in the CDBG target area. CDBG funding of \$75,000 was drawn upon in PY2018.

Enhanced Code Enforcement

In PY2018 the CDBG code enforcement officer performed approximately 2,200 apartment inspections in the CDBG target area. The CDBG code enforcement officer brought approximately 1,280 substandard apartments into compliance during this time. CDBG funding of \$55,576.77 was drawn during PY2018.

CR-10 - Racial and Ethnic composition of families assisted

Describe the families assisted (including the racial and ethnic status of families assisted).

91.520(a)

	CDBG
White	19
Black or African American	2
Asian	1
American Indian or American Native	0
Native Hawaiian or Other Pacific Islander	0
Total	22
Hispanic	10
Not Hispanic	12

Table 2 – Table of assistance to racial and ethnic populations by source of funds

Narrative

Housing rehabilitation projects accounted for 12% of the total CDBG funding drawn upon in PY2018. The table above accounts for the distribution by race of housing activities. In PY2018, twenty-two (22) homes were rehabilitated using CDBG funds. Hispanic recipients accounted for 45% of the clients, Black 9%, Asian 4.5%, and White (non-Hispanic) 41%.

Neighborhoods receiving improvements in Carrollton are ranked according to infrastructure needs and low income status. In PY2018, 64% of CDBG funds drawn were allocated for a neighborhood project in Woodcrest Estates. This project was started in PY2017 and completed in PY2018. This project is located in a minority, primarily Hispanic, concentrated area. In 2013 the Hispanic ethnic group accounted for 31% of Carrollton's population, and the Hispanic property rate was twice as high as other ethnic and racial groups in Carrollton.

The calculation is based on the following definition: A minority concentrated area is any neighborhood or Census Tract in which: 1) The percentage of households in a particular racial or ethnic minority group is at least 20 percentage points higher than the percentage of that minority group for housing market areas; 2) The total percentage of minority persons is at least 20 percentage points higher than the total percentage of all minorities in the housing market areas as a whole; or 3) If a metropolitan area is the region where it is likely that renters and purchasers would be drawn for a particular housing project. Generally the housing market area is the county.

The total number and demographic characteristics of individuals served by the social service agencies that received general funds from the City of Carrollton in PY2018 (Fiscal Year 2019) is as follows: Of the 11,353 individuals served by Carrollton social service agencies, 449 or 4% were Asian, 2,289 or 20% were White (non-Hispanic), 2,823 or 25% were Black or African American, 4,971 or 44% were Hispanic,

449 or 1% were American Native or Alaskan, 695 or 6% were other or unknown. In the American Communities Survey for 2013 Carrollton's ethnic and racial breakdown was roughly 14% Asian, 67% White, 9% Black, and 31% Hispanic.

CR-15 - Resources and Investments 91.520(a)

Identify the resources made available

Source of Funds	Source	Resources Made Available	Amount Expended During Program Year
CDBG	public - federal	798,280	569,760

Table 3 - Resources Made Available

Narrative

The 2014-2018 Consolidated Plan for the City of Carrollton identified the preservation of existing housing stock as a priority. There are currently three housing rehabilitation programs in within the City of Carrollton Housing Rehabilitation CDBG Program. They are the Minor Home Repair Program, Emergency Repair Program, and the People Helping People Program. These programs are not limited to a specific geographic area, but are for low- to moderate- income homeowners that live anywhere within the city limits of Carrollton. A total of \$79,000 was dedicated to housing rehabilitation projects for low- to moderate- income homeowners.

Identify the geographic distribution and location of investments

Target Area	Planned Percentage of Allocation	Actual Percentage of Allocation	Narrative Description
2014-2018 NOTICE Priority Neighborhoods	90	92	Two infrastructure projects, 4 MHRP projects and Code Enforcement confined to target area

Table 4 – Identify the geographic distribution and location of investments

Narrative

The city completed 2 CDBG infrastructure projects for PY2018. They were for Woodcrest Estates for the infrastructure repair of streets, sidewalks, water and sewer lines, and for development of a toddler playground at the Crosby Recreation Center, both projects were in the CDBG Target Area. Four of the twenty-two Minor Home Repair Projects for low income qualified individuals also took place in the CDBG Target Area. The CDBG funded code officer performed multi-family inspections confined within the CDBG Target Area to the apartment complexes located within the area.

Leveraging

Explain how federal funds leveraged additional resources (private, state and local funds), including a description of how matching requirements were satisfied, as well as how any publicly owned land or property located within the jurisdiction that were used to address the needs identified in the plan.

N.O.T.I.C.E. Woodcrest Estates. Since beginning the N.O.T.I.C.E. program in 2001, the City of Carrollton has been able to complete needed infrastructure improvements by breaking up large projects into smaller, more manageable endeavors. Because Carrollton has pursued funding on a year-to-year basis, we have secured CDBG funding and leveraged general funds on each project. This has allowed Carrollton to focus and complete more projects than just using general funds. The Woodcrest Estates neighborhood project was completed in PY2018 and it will have addressed infrastructure repairs for 71 single family homes. The total cost for the project was \$1,897,941 of which \$1,331,663 was provided in general funds and accounted for 70.16% of the total project cost.

Assist Service Providers: Since 1998 the City's Community Development Program has worked to develop partnerships throughout the community. In PY2018 the City of Carrollton continued to support social service agencies by providing \$423,055 in general funds to five different social service providers that serve primarily low to moderate income residents in Carrollton. This funding in all cases amounts to less than 30 percent of the entire budget of any social service provider, yet was used to leverage and add to many existing programs. These programs are discussed in more detail in section CR-25 of this report. They help create necessary social safety nets for Carrollton's vulnerable populations and prevent overuse of other public services staff like police, school districts, courts, and emergency personnel.

Community Development Staffing: Implementation and monitoring of CDBG funds for the city is performed by the Community Development staff. The Community Development staff is funded by general funds which amounted to \$192,975 for PY2018.

CR-20 - Affordable Housing 91.520(b)

Evaluation of the jurisdiction's progress in providing affordable housing, including the number and types of families served, the number of extremely low-income, low-income, moderate-income, and middle-income persons served.

	One-Year Goal	Actual
Number of Homeless households to be provided affordable housing units	0	0
Number of Non-Homeless households to be provided affordable housing units	0	0
Number of Special-Needs households to be provided affordable housing units	0	0
Total	0	0

Table 4 – Number of Households

	One-Year Goal	Actual
Number of households supported through Rental Assistance	0	0
Number of households supported through The Production of New Units	0	0
Number of households supported through Rehab of Existing Units	18	22
Number of households supported through Acquisition of Existing Units	0	0
Total	18	22

Table 5 – Number of Households Supported

Discuss the difference between goals and outcomes and problems encountered in meeting these goals.

Carrollton has no direct city created program to provide homeless or non-homeless affordable housing units.

The City of Carrollton has a one-year goal to rehab 18 existing housing units. In PY2018, twenty-two (22) CDBG funded rehabilitation housing projects were completed. The City also completed an additional four (4) home rehabilitation projects in the Neighborhood Empowerment Zones with general funds.

Discuss how these outcomes will impact future annual action plans.

The City of Carrollton will proceed with current measures and no changes are expected to be made.

Include the number of extremely low-income, low-income, and moderate-income persons served by each activity where information on income by family size is required to determine the eligibility of the activity.

Number of Households Served	CDBG Actual	HOME Actual
Extremely Low-income	8	0
Low-income	13	0
Moderate-income	1	0
Total	22	0

Table 6 – Number of Households Served

Narrative Information

The Minor Home Repair Grant, the Emergency Repair Program, and People Helping People Programs provide low to moderate income homeowners with assistance for interior and exterior repairs on their homes. Funding available for all rehabilitation projects in these three programs amounted to \$79,000 for PY2018. Total funding drawn during PY2018 was \$65,935.56.

One hundred percent of all CDBG funding for the housing rehabilitation program was dedicated to persons of low to moderate income and was for needed repairs affecting the health, safety and long-term sustainability of the homes and the surrounding neighborhood. Twenty-two (22) homes were completed in PY2018. Of these homes eight (36%) were occupied by extremely low income homeowner, thirteen (59%) were from low income families. Elderly homeowners accounted for six (27%) of the projects in PY2018 and female head of household accounted for twelve (54.5%) of the projects completed.

CR-25 - Homeless and Other Special Needs 91.220(d, e); 91.320(d, e); 91.520(c)

Evaluate the jurisdiction's progress in meeting its specific objectives for reducing and ending homelessness through:

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

For the strategies addressing the homeless and non-homeless with special needs populations included in the 2014-2018 Consolidated Plan, the City continues to allocate a portion of its general fund towards grants and donations to Carrollton service providers which target low to moderate income residents. The City also provides information, referral, and technical assistance along with financial support to local agencies serving the homeless and non-homeless citizens with special needs. Currently the city has not funded any homeless programs with CDBG resources. The city provided general funds to area social service agencies in PY2018 in the amount of \$423,055 for the assistance in anti-poverty initiatives, homelessness prevention, and special needs populations.

The total population of individuals served in PY2018 through the City's social service agencies strategy programs documented 37.2% were categorized as extremely low income. To be categorized as extremely low income, for example, a family of four would have to earn less than \$24,950 a year.

Addressing the emergency shelter and transitional housing needs of homeless persons

The City of Carrollton does not receive Emergency Shelter Grant (ESG) funding.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: likely to become homeless after being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); and, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs

As noted earlier, in addition, the City Council made available \$423,055 in general fund resources to agencies which are actively engaged in the provision of social services in Carrollton.

In exchange for the funding, the agencies and organizations work closely with the City in providing social services to all citizens in need. The close partnership the City has with each agency has grown with each year of collaboration. The staff who are employed as part of the CDBG grant administration and planning activity provide technical, referral, and capacity building assistance for the agencies on an ongoing basis.

In PY2018, the City helped accomplish the following goals through its local non-profit partners in an

attempt to reduce the overall number of persons living in poverty in Carrollton:

- Funded food pantries in both Dallas and Denton counties in Carrollton.
- Improved access to preventative care, basic health care and medical services for low to moderate income families thus reducing costs for medical services and expensive trips to the emergency room.
- Improved the linkage between job training programs and local job creation efforts to attract jobs that pay above minimum wages and provide people with the ability to service a home mortgage.
- Promoted financial counseling and classes on budgeting and money management. In PY2018, the City continued to promote area training and educational opportunities in this area.
- Promoted linkages between housing, employment, and educational systems and/or facilities.
- Promoted programs and training that help families-in-need to become more self-sufficient.
- Funded after-school programs for low income students providing tutoring and college preparation for junior high school and high school students coming from families where the majority of parents never finished high school.
- Funded domestic violence and leadership training for adults and children.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

The City's position on this issue will continue to be one of supporting and assisting agencies that are working to address this challenge in a coordinated and proactive manner.

The above mentioned services are provided to the homeless population, population at risk of becoming homeless, and those transitioning from homelessness. The City of Carrollton also supplements the work of the various City funded social service agencies to end chronic homelessness by promoting the preservation and maintenance of existing housing through its Minor Home Repair Program, People Helping People, and Emergency Repair Program.

CR-30 - Public Housing 91.220(h); 91.320(j)

Actions taken to address the needs of public housing

This section is not applicable, as the City of Carrollton does not have a public housing authority. Also, the City does not receive or administer funds for assisted housing. Data on the number of individuals with Section 8 housing in Carrollton was not available.

Dallas County Housing Authority

The waiting list for Section 8 housing in Dallas County currently exceeds 5,000 families

Denton County Housing Authority

Denton County maintains 1,526 Section 8 housing vouchers for the county. The Section 8 waiting list is closed with an approximate five-year waiting period for those currently pending on the Section 8 list.

Actions taken to encourage public housing residents to become more involved in management and participate in homeownership

The City of Carrollton does not offer a first time home buyers program.

Actions taken to provide assistance to troubled PHAs

The City of Carrollton does not operate a public housing authority. The majority of the city straddles two counties – Dallas County and Denton County. Both of those PHA's are operated by the county government.

CR-35 - Other Actions 91.220(j)-(k); 91.320(i)-(j)

Actions taken to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment. 91.220 (j); 91.320 (i)

The City of Carrollton continues to maintain a strong emphasis on safe and affordable housing for all residents. The City of Carrollton Environmental Services Department has two inspection programs geared toward maintaining rental property: one for single-family rental property and the other for multi-family rental property.

The Single-Family Rental Registration and Inspection Ordinance adopted by the City Council ensures tenants and landlords of single-family residential rental properties are involved in maintaining the homes in a safe and sanitary condition. The Single-Family Rental Inspection Program is effective in ensuring a sustainable community and that safe housing is available in all of the neighborhoods in Carrollton. The ultimate goals are to improve the overall condition of rental properties, to reduce health and safety risks, and to prevent blight which affects surrounding homes, thus enhancing property values within the affected neighborhoods. This ordinance requires all property owners and companies who lease single-family homes or duplexes in Carrollton to register those properties with the City and to have them inspected by the City. A review of code enforcement cases found single-family rental properties are approximately 15 percent of single-family homes in Carrollton but they account for a disproportionately high percentage of neighborhood code violations. This diverts staff time from other code enforcement duties and has a negative effect on the surrounding homes.

The Multi-Family Inspection Program stabilizes, maintains, and enhances the apartment communities in Carrollton. The program operates in partnership with the residents and management staff of those apartment communities to achieve this goal through the enforcement of Title 9, Chapter 96 of the Carrollton Code of Ordinances and the Comprehensive Zoning Ordinance. The Multi-Family Inspection Program operates by performing annual inspections of apartment communities, responding to complaints about potential violations of the Carrollton Code of Ordinances and the Comprehensive Zoning Ordinance, and meeting with apartment management on a regular basis to apprise them of various City Codes and regulations.

Actions taken to address obstacles to meeting underserved needs. 91.220(k); 91.320(j)

In 2013 the City of Carrollton launched an initiative to further address the issues of the aging housing stock. City Council approved the creation of five Neighborhood Empowerment Zones in neighborhoods at the greatest risk of distress due to housing conditions, age, and condition of infrastructure. The boundaries of the Neighborhood Empowerment Zones were determined to coincide with the NOTICE Neighborhoods program already in effect.

One of the current incentives for residents and owners within the Neighborhood Empowerment Zones is the waiving of construction fees, including building permit fees, impact fees, platting fees, and project permit fees (fences, electrical, plumbing, etc.), within the zones, for both commercial and residential properties to encourage repair, rehabilitation, and redevelopment.

Two programs operating in conjunction with the Neighborhood Empowerment Zones:

- Neighborhood Empowerment Zone Minor Home Repair: Income qualifying homeowners living in one of the five Neighborhood Empowerment Zones can receive up to \$7,500 for exterior improvements, including items that are not on the house itself, such as fences, sewers, and retaining walls. In PY2018 Carrollton successfully completed four projects to assist low to moderate income homeowners for sewer line and drainage repairs, housing repairs, and fence repairs.
- Single-Family Rehabilitation Incentive: Any homeowner living in a Neighborhood Empowerment Zone in a home that is at least 5 years old qualifies for reimbursement of 25% of exterior rehabilitation expenses. The homeowner must invest a minimum of \$1,000. In PY2018 Carrollton residents successfully completed twenty-nine renovation projects.

These concepts offer another level of support to property owners and neighborhoods in concert with the infrastructure reinvestment and targeted code enforcement efforts that are already part of each NOTICE initiative.

Actions taken to reduce lead-based paint hazards. 91.220(k); 91.320(j)

During PY2018, the City of Carrollton has continued to demonstrate its commitment to the eradication of lead-based paint hazards in the community.

For residents receiving assistance under the City's Minor Home Repair, Emergency Repair Program, and People Helping People Programs the City follows federal regulations, where a lead-based paint hazard is involved. To determine if a lead-based paint hazard is present, houses built before 1978 are tested for the presence of lead by a certified technician. In the event lead-based paint is present, the City hires technicians certified in safe work practices for the removal of lead-based paint.

All CDBG-funded projects meet all applicable regulations related to lead-based paint. Residences built before 1978 utilizing the Minor Home Repair Program are tested for lead-based paint to comply with HUD requirements. In the event that lead-based paint is detected, HUD guidelines are followed, including the distribution of lead-based paint information.

Year Housing Unit Built	Number of Housing Units	Estimated % at Risk	Estimated Number of Housing Units at Risk
1939 and earlier	157	90%	141
1940 - 1959	1,427	80%	1,142
1960 - 1979	12,797	62%	7,934
Total Housing	14,381	64%	9,217

Estimated Housing Units at Risk For Lead-Based Paint in Carrollton

Actions taken to reduce the number of poverty-level families. 91.220(k); 91.320(j)

During PY2018, the City of Carrollton provided funding to five social service agencies to address local objectives and strategies identified in the 2014-2018 Consolidated Plan. These activities were funded from the General Fund in an amount of \$423,055.

The City Council considers the award of social service contracts annually. The City of Carrollton is proud of its continued partnership with the identified agencies/organizations. A brief outline of the specific services and activities offered by each of the agencies is included in Appendix 1.

In PY2018 these agencies cumulatively served 11,353 individuals in Carrollton. Of these individuals, 1,138 (10%) were elderly, 604 (5.3%) were disabled and 2,023 (43.9%) were identified as female head of household. The agencies identified and served 4,971 (43.8%) Hispanics, 2,823 (24.9%) African-Americans, and 449 (3.9%) Asians within the Carrollton community. These 3 demographic groups accounted for 72.6 % of the individuals served by the city-funded social service agencies. The numbers and types of specific services provided over the last year have not been presented in this document due to the overwhelming number of social services provided by these agencies.

Actions taken to develop institutional structure. 91.220(k); 91.320(j)

Neighborhood Reinvestment - NOTICE General Funds

The City’s NOTICE program uses general funds for one project a year in Carrollton’s low- and moderate-income neighborhoods to provide safe streets, sidewalks, alleys and utility lines, similar to CDBG funded NOTICE projects. This program has been a vital change agent in the communities and it positively impacts the quality of life of the citizens. In general, the NOTICE program targets financial resources for the design and implementation projects in one neighborhood at a time until the entire public infrastructure in that area has been repaired or reconstructed. In addition, the City conducts targeted and strengthened code enforcement efforts in the same neighborhood to foster a greater sense of neighborhood pride and an overall healthier community. The City also follows up with improvements to public parks and/or other neighborhood facilities.

Neighborhood Matching Grants

In order to establish a more proactive municipal presence in neighborhoods across the city during PY2018 the City reinforced its commitment to provide matching grants to neighborhood groups to upgrade and restore public property. The City allocated \$60,000 of general funds for Neighborhood Enhancement Matching Grants (NEMGP) in PY2018. The residents of Carrollton have increasingly embraced neighborhood revitalization initiatives throughout the community.

The City received and approved one application for a NEMGP beautification grants in PY2018.

The City awarded two (2) Sign Topper grants in PY2018.

Actions taken to enhance coordination between public and private housing and social service agencies. 91.220(k); 91.320(j)

This section is not applicable as Carrollton does not have a public housing authority.

Identify actions taken to overcome the effects of any impediments identified in the jurisdictions analysis of impediments to fair housing choice. 91.520(a)

In PY2014 the City of Carrollton completed the Analysis of Impediments to Fair Housing and continued review of implementation of relevant aspects in PY2018. Carrollton is currently starting the process for developing a new AI for the coming 5-year period.

CR-40 - Monitoring 91.220 and 91.230

Describe the standards and procedures used to monitor activities carried out in furtherance of the plan and used to ensure long-term compliance with requirements of the programs involved, including minority business outreach and the comprehensive planning requirements

The City of Carrollton's Community Development Program continuously monitors programs and projects to ensure compliance with all applicable laws and regulations. Staff focuses on environmental, financial, labor relations, and programmatic areas.

The environmental standards and procedures developed and implemented include the completion of compliance checklists for all activities and the City's annual Environmental Review Record (ERR). Staff maintains a copy of the ERR available for year-round public review during regular business hours in the Community Services Office at City Hall, 1945 E Jackson Road, Carrollton Texas.

Community Development Program staff and the City's accounting staff administer financial monitoring for all projects, programs, and activities. The City's Treasury Division works closely with Community Development Program staff to ensure that all drawdowns are made after all ledgers and records have been reconciled and approved. The City's Purchasing Department assists with procurement and the general bidding process to ensure compliance with all applicable state and federal regulations. The financial operations and expenditures of the City are audited on an annual basis by an independent accounting firm.

The Community Development staff administers monitors and reviews labor standards on all capital improvement projects. Contractors are provided with training prior to the start of each project. All applicable Davis-Bacon and Related Acts (DBRA) are explained to the contractor. All contractor payments are contingent upon payment of proper wages to employees and the City's receipt of appropriate payroll records. Contractors are reviewed to ensure they have a SAMS and DUN number and have not been disbarred from receiving federal funds.

Citizen Participation Plan 91.105(d); 91.115(d)

Describe the efforts to provide citizens with reasonable notice and an opportunity to comment on performance reports.

The first public hearing was scheduled for November 14, 2019 before the Neighborhood Advisory Commission (NAC), the second public hearing was scheduled for December 3, 2019 before the City Council. Notices were public in the Dallas Morning News, the newspaper of record prior to each hearing. These hearings summarized the report, noting that it has been available for review either in person at City Hall or through the City's website. Citizen comments were welcomed at the hearings or in writing and instructions were provided on how to comment.

NAC Public Hearing - 11/14/2019. The Neighborhood Advisory Commission (NAC) held the first public hearing on November 14, 2019 to receive comments on the CAPER. There were no comments received relating to the CAPER from the public. NAC commissioners inquired about the following:

Commissioner Anderson inquired about Goal 3 on the table located on page 3. He asked why no CDBG funds were listed for the projects completed. Staff informed the commissioner Goal 3 is a category to track city funded grant projects, NEMGP and Sign Toppers, and is used to indicate local funding being leveraged to improved neighborhoods in the city.

Commissioner Anderson pointed out 2 typographical errors. Staff took the information and made appropriate changes.

Commissioner Anderson inquired about the Analysis of Impediments listed in the CAPER. Staff informed the commissioner a new Analysis of Impediments is currently being developed to work in conjunction with the 2019-2023 Consolidated Plan.

Vice-Chair Foster inquired into the amount of social service funding given to Metrocrest Services this past year. Staff informed Vice-Chair Foster the actual amount given to Metrocrest Services was not available as part of the packet but was awarded approximately \$350,000 in general funds from the city.

Commissioner Harmon asked for staff to provide an overview of the CDBG program by staff so new commissioners had basic knowledge of the program. Staff discussed the time line the city has been accepting CDBG funding from the U.S. Department of Housing and Urban Development and the types of projects the funding has been used for in the city.

The NAC voted 9 -0 to accept the draft PY2018 CAPER and send it before the City Council for a second public hearing on December 3, 2019.

City Council Public Hearing - 12/3/2019. The City Council held a second public hearing on December 3, 2019 to receive comments on the PY2018 CAPER.

Public Notices. The presented notices in Attachment 2 were featured on the City's website and were published in the Dallas Morning News on November 3, 2019, November 10, 2019, November 17, 2019, and November 24, 2019.

CR-45 - CDBG 91.520(c)

Specify the nature of, and reasons for, any changes in the jurisdiction's program objectives and indications of how the jurisdiction would change its programs as a result of its experiences.

No changes

Does this Jurisdiction have any open Brownfields Economic Development Initiative (BEDI) grants?

No

[BEDI grantees] Describe accomplishments and program outcomes during the last year.

City of Carrollton is not a BEDI grantee.

Attachment 1

Carrollton Social Service Agencies

ATTACHMENT

Social service agencies funded through General Funds

Appendix 1 – Social Service Agencies and Services Offered

Bea’s Kids

P.O. Box 110165, Carrollton, TX 75011-0065

Phone: (972) 342-8175

Email: beaskidstutoring.com

Website: www.beaskids.org

Bea’s Kids is a non-profit 501(c)(3) organization that has been serving underprivileged children and parents since 1990. Services include educational, cultural, recreational and sports programs and activities. The program also provides food, clothing and medical/dental care. Bea’s Kids leads a crusade against hunger, illiteracy, domestic strife, parental neglect, drugs, violence, gangs, school dropouts and poverty.

CASA of Denton County, Inc

614 N. Bell Avenue, Denton, TX 76209

Phone: (940) 243-2272

Email: gstuder@casadenton.org

Website: www.casadenton.org

CASA of Denton County, Inc. serves children (ages 0-18) who have been removed from their homes by Child Protective Services due to abuse or neglect. Their service area is Denton County and includes children from the portion of Carrollton within Denton County. CASA provides independent, objective guidance in court regarding the children’s best interests and is a constant provider of support during that experience.

Metrocrest Services

13801 Hutton Drive, Ste.150, Farmers Branch, TX 75234

Phone: (972) 446-2100

Email: teubanks@metrocrestsocialservices.org

Website: www.metrocrestsocialservices.org

Metrocrest Services provides referral services, short-term emergency assistance for rent, utilities, food, clothing, medical and other financial needs in a time of family crisis. Other services include job assistance, food bank, and thrift store. Metrocrest Services collaborates and partners with local governments, businesses, and non-profits for mobilization and maximization of resources.

WOVEN Health Clinic

1 Medical Parkway, Plaza One, Ste. 149, Farmers Branch, TX 75234

Phone: (972) 755-4656

Email: lrigby@wovenhealth.org

Website: www.wovenhealth.org

WOVEN provides low cost primary care and a limited number of specialty services to uninsured low income residents between the ages of 16 and 65. The focus of the clinic is providing patients a medical home which will help them improve and maintain their health by regular visits with a physician, educational services, and access to resources from the clinic.

Attachment 2

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- To edit your account information, click here

Current Ad Listings

NOTICE OF HEARING ON OCTOBER 1, 2018 THE CITY OF

NOTICE OF HEARING

On October 1, 2018 the City of Carrollton received \$798,280 of Community Development Block Grant (CDBG) funds from the United States Department of Housing and Urban Development (HUD). In accordance with federal regulations these funds were used for the principal benefit of persons of low to moderate income in Carrollton.

The City of Carrollton is currently in the process of preparing a final Consolidated Annual Performance and Evaluation Report (CAPER) for the 2018 Program Year. This document reviews and reports on the accomplishments of the Carrollton CDBG program for the period spanning October 1, 2018 through September 30, 2019. A draft copy of the report is available for public review at City Hall, 1945 E. Jackson Road, Carrollton Texas in the Community Development offices located within the Environmental Services Department.

The Neighborhood Advisory Commission (NAC) will hold the first public hearing on Thursday, November 14, 2019 to receive comments on the Consolidated Annual Performance and Evaluation Report (CAPER) for the 2018 Program Year. The public hearing will be held at 6:30 p.m. in the City Council Briefing Room, located on the 2nd floor of City Hall, 1945 E. Jackson Road, Carrollton Texas.

In addition, the City Council will hold a second public hearing to receive comments on the Consolidated Annual Performance and Evaluation Report (CAPER) for the 2018 Program Year on Tuesday, December 3, 2019. The public hearing will be held at 5:45 p.m. in the City Hall Council Chambers on the 2nd floor of City Hall, 1945 E. Jackson Road, Carrollton Texas.

If you are unable to attend either hearing, you may submit written comments, concerns, and/or ideas to the following address:

City of Carrollton
c/o Brian Passwaters
Community Services Manager
1945 E. Jackson Road
Carrollton, Texas 75006

PHONE: (972) 466-5727 FAX: (972) 466-3175

EMAIL: brian.passwaters@cityofcarrollton.com

Appeared in: *The Dallas Morning News* on 11/03/2019, 11/10/2019, 11/17/2019 and 11/24/2019

<p>Attachment 1 No Attachment Uploaded</p> <p>+ ADD ? HELP</p>	<p>Attachment 2 No Attachment Uploaded</p> <p>+ ADD ? HELP</p>
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RESOLUTION NO. 004351

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARROLLTON, TEXAS, ADOPTING THE PROGRAM YEAR 2018 CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT; AND PROVIDING AN EFFECTIVE DATE;

WHEREAS, the City of Carrollton received \$798,280 in Community Development Block Grant Funds from the United States Department of Housing and Urban Development in Program Year (PY) 2018; and has prepared a Consolidated Annual Performance and Evaluation Report (CAPER); and

WHEREAS, the Neighborhood Advisory Commission reviewed the draft PY2018 CAPER; and

WHEREAS, on November 14, 2019, the Neighborhood Advisory Commission held a public hearing on the draft PY2018 CAPER and, after all persons were given an opportunity to present verbal and written testimony, did consider and make a recommendation to adopt the PY2018 CAPER; and

WHEREAS, the City Council, after having made the draft PY2018 CAPER available for public review in accordance with federal law, conducted a public hearing on December 3, 2019, and thereby provided all persons with an opportunity to present verbal and written testimony, for a period in excess of thirty (30) days; and

WHEREAS, the City Council has concluded the adoption of the PY2018 CAPER is in the best interest of the City and is for the purpose of continued participation in the program and in securing additional community resources for the benefit of low- and moderate-income citizens;

WHEREAS, the City Council has been presented and reviewed the PY2018 CAPER and is attached hereto as Exhibit "A", which is incorporated herein for all purposes.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CARROLLTON, TEXAS, THAT;

SECTION 1.

All of the above premises are found to be true and correct legislative and factual findings of the City Council, and are hereby approved, ratified, and incorporated into the body of this Resolution as if copied in their entirety.

SECTION 2.

The PY2018 CAPER which is attached hereto and incorporated herein for all purposes documents the performance and accomplishments for the Community Development Block Grant as related to the adopted 2014-2018 Consolidated Plan is hereby adopted by the City Council.

SECTION 3.

This report will constitute the PY2018 CAPER for the City of Carrollton, Texas for all matters related to program planning, accomplishments, and performance relative to the Community Development Block Grant program and other programs administered by the United States Department of Housing and Urban Development.

SECTION 4.

The City Manager is authorized to sign the required program certifications and to take all other action necessary to effectuate the intents and purposes of this Resolution.

SECTION 5.

This Resolution shall take effect upon passage.

DULY PASSED AND APPROVED by the City Council of the City of Carrollton, Texas this 3rd day of December, 2019.


Kevin W. Faleoner, Mayor

ATTEST:


Laurie Garber, City Secretary



APPROVED AS TO FORM


Meredith A. Ladd, City Attorney

APPROVED AS TO CONTENT


Cory Heiple, Environmental Services Director



MEMORANDUM

DATE: December 31, 2019

TO: Laurie Wilson, City Secretary/Admin. Services Director

FROM: Patty Helms, Purchasing Manager *PH*
Cesar Molina, Director of Engineering *CM*

SUBJECT: TITLE VI OF THE CIVIL RIGHTS ACT

In accordance with Title VI of the Civil Rights Act, it is the City of Carrollton's policy to provide reasonable assurances that no person shall on the grounds of race, color, national origin, age, disability/handicap or sex, and other pertinent directives, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving Federal financial assistance. In keeping with this policy, the City of Carrollton's Purchasing Division and the Engineering Department strive to ensure nondiscrimination in the award of bids and contracts.

When a financial assistance agreement is signed with a DOT operating administration or primary recipient, the document must state: The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under 49 CFR part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

Each contract signed with a contractor, and each subcontract the prime contractor signs with a subcontractor is required by the City of Carrollton to include the following assurance: The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient, deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible.



**CITY OF CARROLLTON
GENERAL CONDITIONS**

AND

SPECIFICATIONS

FOR

INVITATION TO BID

FOR

RAISING & REHABILITATION OF EXISTING CONCRETE SLABS

BID #19-015

OPENING DATE:

MONDAY, MARCH 25, 2019

11:00 AM

GENERAL CONSTRUCTION CONTRACT

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All Construction must comply with current City of Carrollton Standards and Specifications.

Contractor must obtain copies of the latest City General Design Standards and Specifications from the City of Carrollton’s Engineering Department located on the 1st floor of the City Hall building located at 1945 Jackson Road, Carrollton, Texas 75006 for a cost of \$25.00. However copies can be downloaded for free by clicking on the link below.

<https://www.cityofcarrollton.com/home/showdocument?id=2827>

NOTICE TO BIDDERS

Sealed RFP's will be received by the City of Carrollton at the office of Patty Helms, Purchasing Manager, Carrollton City Hall Building, 1945 E. Jackson Road, Carrollton, Texas 75006-1790 **or via email provided a digital signature is included**, until the hour **11:30 PM on the 25th of March 2019**; at which time bids duly delivered and submitted will be considered for supplying the following:

INVITATION TO BID FOR RAISING & REHAB OF EXISTING CONCRETE SLABS

RFP# 19-015

The submitted bids will be publicly opened on **Monday, March 25, 2019 @ 11:00AM**, at the place designated for the submission of bids. The successful Bidder **must furnish a Payment Bond & Performance Bond** in the amount of **100% of the contract price from an approved Surety Company holding a permit from the State of Texas, to act as Surety and acceptable (according to the latest list of companies holding certificates of approval by the State Board of Insurance under 7.19-1 of the Texas Insurance Code)**. **The successful bidder must also be able to show evidence that it is authorized to do business in the State of Texas prior to executing the contract.**

All blanks on the Bid Form must be completed and all subtotal and total prices must be stated in both script and figures where indicated. The Owner reserves the right to reject any or all bids and to waive formalities. In case of ambiguity or lack of clearness in stating the price in the bids the Owner reserves the right to consider the most advantageous construction thereof, or to reject the bid. Unreasonable or unbalanced unit price will be considered sufficient cause of rejection of any bid or bids.

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

Instructions to Bidders, Proposal Forms, Specifications, and Contract Documents may be examined without charge at the office of the Purchasing Manager, City Hall, 1945 E. Jackson Road, Carrollton, Texas 75006-1790. Until the final award by the city of Carrollton, said City reserves the right to reject any and/or all bids, to waive technicalities, to re-advertise, to proceed otherwise when the best interests of said City will be realized hereby. Bids will be submitted sealed and plainly marked with the date and time of opening.

CONDITIONS OF SITE AND WORK

Bidders should carefully examine the Specification and other documents, visit the site of the work, and fully inform themselves as to all conditions and matters which can in any way affect the work or costs thereof. Should a Bidder find discrepancies in, or omissions from the drawings, specifications or other Contract Documents, or should Bidder be in doubt as to the meaning and intent, Bidder should notify the city at once and obtain clarification prior to submitting a bid. The submission of a bid by Bidder shall be conclusive evidence that the Bidder is fully acquainted and satisfied as to the character, quality and quantity of work to be performed and materials to be furnished.

Information concerning the bid specifications may be submitted in writing to **Kirk Iverson, Contract Administrator** at kirk.iverson@cityofcarrollton.com or by phone at 972-466-3482. Please copy purchasing@cityofcarrollton.com.

Information on the bid process/procedures may be obtained from the Purchasing Department, at 972-466-3133 and or via email purchasing@cityofcarrollton.com.

CITY OF CARROLLTON, TEXAS



Patricia Helms, Purchasing Manager

Publication Dates: Sunday, March 10, 2019 & Sunday, March 17, 2019

Closing Date: Monday, March 25, 2019 @ 11:00 AM

PROPOSAL OF BIDDERS

All:

The following bid is made for furnishing the materials/services for the city of Carrollton, Texas.

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

The proposer shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any Department of Transportation (DOT)-assisted contract or in the administration of its Disadvantaged Business Enterprise (DBE) program or the requirements 49 CFR part 26. The proposer shall take all-necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under 49 CFR part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

The undersigned hereby proposes to furnish any supplies or equipment necessary for this bid/rfp, F.O.B. Carrollton, Texas, freight pre-paid at the unit prices quoted herein after notice of bid award. The undersigned affirms that they are duly authorized to execute this contract that this company, corporation, firm, partnership or individual and has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this type of business prior to the official opening of this bid.

Texas Government Code §2270.002 forbids Texas government entities from contracting with any company that excludes or boycotts Israel, or will do so during the term of a contract. Also, Texas Government Code §2252.152 prohibits Texas governments from contracting with companies who do business with Iran, Sudan, or foreign terrorist organizations. If Bidder or Bidder's company boycotts Israel or will boycott Israel during the contract, does business with Iran, Sudan, a terrorist organization, or is an organization listed with the Texas Comptroller pursuant to Chapter 2252 of the Texas Government Code, you must disclose this in your bid response and provide details of such business.

In addition, the Vendor who wins a bid award must guarantee that they will not employ a subcontractor in the performance of the bid award who falls under either law. Submission of a bid proposal shall be deemed an affirmative statement that Bidder does not and will not boycott Israel, and Bidder does not and will not contract with Iran, Sudan, or any terrorist organization. If you need to provide the city any detail regarding these new laws, please attach details as needed.

Please sign on the line below as verification that your company is not excluded from contracting with the city of Carrollton by either Texas law, and will remain in compliance to these two laws for the term of the bid award.

SIGNATURE: _____

PROPOSAL OF BIDDERS

RFP# 19-015

REQUEST FOR PROPOSAL FOR RAISING & REHAB OF EXISTING CONCRETE SLABS

Respectfully Submitted,

**PLEASE PROVIDE A COPY OF
YOUR W-9**

SIGNATURE

DATE

PRINTED NAME

TITLE

COMPANY NAME

CONTACT PERSON

MAILING ADDRESS

CITY

STATE

ZIP

PAYMENT ADDRESS

CITY

STATE

ZIP

PHONE NUMBER

FAX NUMBER

E-MAIL ADDRESS

WEB PAGE

HUB Vendor Status **YES (attach certification)** **NO**

HUB VENDORS: HUB Vendors (Historically Underutilized Business) are Vendors whose company is owned by either a minority or woman. If you are classified as a HUB Vendor and have certification to prove this, please respond below and attach a copy of your certification. If you would like to read the Texas bid statute, which references HUB Vendors, please follow this link

<http://www.statutes.legis.state.tx.us/SOTWDocs/LG/htm/LG.252.htm>

NO BIDS: If response is not received in the form of a “BID” or “No BID” bidder will be removed from bid list. Please give a specific reason as to why you are unable to bid, i.e.: we do not sell the required product/service.

NO BIDS may be faxed to: 972-389-9557 _____

GENERAL CONDITIONS & INSTRUCTION TO BIDDERS

ADDENDA

It is the responsibility of the Vendor to check for addenda. Addenda will be posted to the City's website: www.cityofcarrollton.com/purchasing

ASSIGNMENT OF REQUEST FOR PROPOSAL/CONTRACT

The successful proposer may not assign their rights and duties under and award without the written consent of the City's Purchasing Manager. Such consent shall not relieve the assignor of liability in event of default by their assignee.

BID CONSIDERATION / TABULATION

After request for proposals are opened and publicly read, the request for proposals will be tabulated for comparison on the basis of the request for proposal prices and quantities (lowest responsible Vendor) or by the best value method shown in the Proposal. Until final award of the Contract, the city reserves the right to reject any or all request for proposals, to waive technicalities, and to re-advertise for new request for proposals, or proposed to do the work otherwise in the best interests of the City.

The following items will be considered when an award is based on best value:

- The purchase price;
- The reputation of the bidder and of the bidder's goods or services;
- The quality of the bidders' goods or services;
- The extent to which the goods or services meet the municipality's needs;
- The bidder's past relationship with the municipality;
- The impact on the ability of the municipality to comply with laws and rules relating to contracting with historically underutilized businesses and nonprofit organizations employing persons with disabilities;
- The total long-term cost to the municipality to acquire the bidder's goods or services; and
- Any relevant criteria specifically listed in the bid or proposals.

BID SUBMISSION

Bids may be submitted in person or by mail.

- Submit request for proposals via mail to PO Box 110535, Carrollton, TX 75011-0535
- Proposals must be marked on the outside of the packaging, "Response to **ITB# 19-015 Raising and Rehabilitation of Concrete Slabs/Pressing Grouting**". Vendors do not need to come to the opening, but are welcome, if so desired. At the opening, the name of responding Vendor will be identified. No other information will be provided. The responding Vendors will be listed on the RFP website with 24 hours.
- To submit bid proposal via mail, all documents must be returned and an original signature provided on the proposal to submitters sheet.
- Bids will not be accepted in either format without a signature.
- The City is not responsible for mail service.

CONTRACT CLAUSE

All proposer understand and agree that the Vendor's request for proposal response will become a legally binding contract upon acceptance in writing by the City. This contract may be superseded only if replaced with a more extensive contract that is agreed to by both parties.

DEFAULT

In case of default of the successful proposer, the city of Carrollton may procure the articles from other sources and hold the proposer responsible for any excess cost occasioned thereby.

DELIVERY DATE

Delivery date is an important factor to the City and may be required to be a part of each request for proposal. The city of Carrollton considers delivery time to be that period elapsing from the time the individual order is placed until that order or work thereunder is received by the City at the specified delivery location. The delivery date indicates a guaranteed delivery at Carrollton, Texas. Failure of the proposer to meet guaranteed delivery dates or service performance could affect future City orders.

Whenever the Contractor encounters any difficulty which is delaying or threatens to delay timely performance (including actual or potential labor disputes), the Contractor shall immediately give notice thereof in writing to the Purchasing Manager, stating all relevant information with respect thereto. Such notice shall not in any way constitute a basis for an extension of the delivery or performance schedule or be construed as a waiver by the City of any rights or remedies to which it is entitled by law or pursuant to provisions herein. Failure to give such notice, however, may be grounds for denial of any request for an extension of the delivery or performance schedule because of such delivery.

INDEMNIFICATION

IN CASE ANY ACTION IN COURT IS BROUGHT AGAINST THE CITY, OR ANY OFFICER OR AGENT OF THE CITY, FOR THE FAILURE, OMISSION, OR NEGLIGENCE OF THE VENDOR TO PERFORM ANY OF THE COVENANTS, ACTS, MATTERS, OR THINGS BY THIS CONTRACT UNDERTAKEN; OR FOR INJURY OR DAMAGE CAUSED BY THE ALLEGED NEGLIGENCE OF THE VENDOR OR HIS SUBCONTRACTORS OR HIS OR THEIR AGENTS, OR IN CONNECTION WITH ANY CLAIM BASED ON LAWFUL DEMANDS OF SUBCONTRACTORS, WORKMEN, MATERIALMEN, OR SUPPLIERS THE VENDOR SHALL INDEMNIFY AND SAVE HARMLESS THE CITY AND ITS OFFICERS AND AGENTS, FROM ALL LOSSES, DAMAGES, COSTS, EXPENSES, JUDGMENTS, OR DECREES ARISING OUT OF SUCH ACTION.

INSURANCE

Deductibles, of any type, are the responsibility of the Vendor/contractor.

A. Before commencing work, Bidder shall, at its own expense, procure, pay for and maintain during the term of this Agreement the following insurance written by companies approved by the state of Texas with an A.M. Best rating of at least A and acceptable to the City. Bidder shall furnish to the City of Carrollton Purchasing Department certificates of insurance executed by the insurer or its authorized agent stating coverages, limits, expiration dates and compliance with all applicable required provisions. Certificates shall reference the project/contract number. Subscriber has the right to a copy of the full policy. The City of Carrollton shall be listed as an additional insured under all liability policies except for professional & automobile liability policies.

1. Commercial General Liability insurance, including, but not limited to Premises/Operations, Personal & Advertising Injury, Products/Completed Operations, Continuing Operations, Independent Contractors and Contractual Liability, with minimum combined single limits of \$1,000,000 per-occurrence, \$1,000,000 Products/Completed Operations Aggregate and \$1,000,000 general aggregate. Coverage must be written on an occurrence form. The General Aggregate shall apply on a per project basis.
2. Workers' Compensation insurance with statutory limits; and Employers' Liability coverage with minimum limits for bodily injury: a) by accident, \$100,000 each accident, b) by disease, \$100,000 per employee with a per policy aggregate of \$500,000.
3. Business Automobile Liability insurance covering owned, hired and non-owned vehicles, with a minimum combined bodily injury and property damage limit of \$1,000,000 per occurrence.
4. Professional Liability (Errors and Omissions Liability) and Cyber Risk Insurance (including professional oversight liability), covering acts, errors, and omissions arising out of Mark43's operations or services with minimum limits of \$1,000,000 per occurrence, \$2,000,000 annual aggregate.

NOTE: If the insurance is written on a claims-made form, coverage shall be continuous (by renewal or extended reporting period) for not less than *thirty-six (36) months* following completion of the contract and acceptance by the City of Carrollton.

B. With reference to the foregoing required insurance, the consultant shall endorse applicable insurance policies as follows:

1. A waiver of subrogation endorsement shall be added to Bidder's workers' compensation policies to eliminate the potential that the workers' compensation insurer will subrogate against the City, its officials, employees, and officers shall be contained in the Workers' Compensation insurance policy.
2. The City of Carrollton, its officials, employees and officers shall be named as additional insureds on the Commercial General Liability policy, by using endorsement CG2026 or broader.
3. All insurance policies shall be endorsed to the effect that City of Carrollton will receive at least thirty (30) days notice prior to cancellation, non-renewal, termination, or material change of the policies.

C. All insurance shall be purchased from an insurance company that meets a financial rating of at least A or better as assigned by A.M. Best Company.

Other Insurance Provisions

1. The City is to be named as an additional insured on the Commercial General Liability Insurance policy. These insurance policies shall contain the appropriate additional insured endorsement signed by a person authorized by the insurer to bid coverage on its behalf.
2. Insurance is to be placed with insurers with a Best rating of no less than A. The company must also be duly authorized to transact business in the State of Texas.
3. Workers' Compensation and Employers' Liability Coverage: Statutory. The insurer shall agree to waive all rights of subrogation against the City, its officials, employees and volunteers for losses arising from the activities under this contract.
4. Certificates of Insurance and Endorsements effecting coverage required by this clause shall be forwarded to the Purchasing Manager upon award of the contract(s).
5. Insurance Certificate must be submitted and issued with the City listed as the certificate holder.
6. During the duration of any agreed contract, the contractor shall maintain, at its sole cost and expense, Professional E&O Liability insurance with a minimum policy limit of \$1,000,000. The insurance policy must name the City of Carrollton as an additional insured. A certificate of insurance evidencing such coverage shall be furnished to the City prior to the commencement of any work for the City.

REJECTION OF REQUEST FOR PROPOSALS

The City reserves the right to reject any or all request for proposals or to waive technicalities at its option when in the best interests of said City.

Request for proposals will be considered irregular if they show any omissions, alteration of form, additions, or conditions not called for, unauthorized alternate request for proposals or irregularities of any kind. However, the City reserves the right to waive any irregularities and to make the award in the best interests of the City.

The City reserves the right to reject any or all request for proposals, and all request for proposals submitted are subject to this reservation. Request for proposals may be rejected, among other reasons, for any of the following specific reasons:

- Request for proposals received after the time limit for receiving request for proposals as stated in the advertisement.
- Proposal containing any irregularities.

Proposers may be disqualified and their request for proposals not considered, among other reasons, for any of the following specific reasons:

- Reason for believing collusion exists among the Proposers.
- Reasonable grounds for believing that any Proposer is interested in more than one Proposal for the work contemplated.
- The Proposer being interested in any litigation against the City.
- The Proposer being in arrears on any existing contract or having defaulted on a previous contract.
- Lack of competency as revealed by a financial statement, experience and equipment, questionnaires, etc.

- Uncompleted work, which in the judgment of the City will prevent or hinder the prompt completion of additional work if awarded.

REQUEST FOR NON-CONSIDERATION

Request for proposals deposited with the City cannot be withdrawn prior to the time set for opening request for proposals. Request for non-consideration of request for proposals must be made in writing to the Purchasing Manager and received by the City prior to the time set for opening request for proposals. After other request for proposals are opened and publicly read, the Proposal for which non-consideration is properly requested may be returned unopened. The Proposal may not be withdrawn after the request for proposals have been opened, and the Proposer, in submitting the same, warrants and guarantees that this request for proposal has been carefully reviewed and checked and that it is in all things true and accurate and free of mistakes and that such request for proposal will not and cannot be withdrawn because of any mistake committed by the Proposer.

SALES TAX

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

SCOPE OF WORK AND SPECIFICATIONS FOR RAISING AND REHABILITATION OF EXISTING CONCRETE SLABS

The scope of this project consist of obtaining a vendor who through the detailed specifications provided below will reduce the pending backlog of pressure grouting repairs throughout the City of Carrollton.

1. GENERAL DESCRIPTION:

These specifications detail the methods and techniques used in the raising and rehabilitation of settled concrete slabs. The work shall consist of drilling holes for the purpose of injecting a cementitious slurry material under concrete slabs using the pressure grouting method. This method will cause a precise and controlled lifting of the concrete slab, and in addition, the cementitious slurry will fill voids underneath the depressed concrete raising the concrete slab to its original grade. The work will be checked to insure proper pitch and grade. The drilled holes will be filled and patched. Upon completion of the work, the work area will be clean of construction repair debris.

2. MATERIALS:

The slurry mixture shall consist of a minimum of three hundred (300) pounds of Type I Portland cement to one cubic yard of high quality screened sandy loam to produce a cementitious slurry grout. Materials shall be mixed on site in a "continuous feed" mixing method assuring consistent and proper metering of materials.

- A. Soil - A fine, screened, sand-silt mixture, with less than 5% organics and clays with a minimum of 25 % and not more than 35% of the fines passing the No. 200 sieve.
- B. Portland Cement - Type I cement as specified by ASTM C 150.
- C. Water - Conform to the requirements of ASTM C 33.
- D. Fly Ash shall conform to the requirements of ASTM C618, Class C, titled "Fly Ash and Raw Calcimined Natural Fozzolan for use as a Mineral Admixture in Portland Cement". Fly Ash shall have a minimum CaO content of 20%.

At the discretion of the city's representative, fly ash may be added to the soil cement mixture to improve the cure time and expedite the opening of the street to traffic. The amount of fly ash added shall be determined in the field, and shall not exceed one part of fly ash to one part cement.

3. **PRE-RAISING INSPECTION:**

The Contractor shall be an expert in the pressure grouting method. He shall, with the City, identify the areas in need of repair and those that are not suitable for repair using this method. Areas to be repaired will be agreed upon in writing prior to the beginning of any work.

4. **INJECTION HOLES:**

The injection holes shall not be larger than 1" and 3/4" in diameter and the holes shall be no closer than 24" to each other, or 18" to the edge of the slab. The drill pattern, determined by the Contractor, should be designed to achieve the proper lift without causing cracking. The holes should be drilled vertically with enough depth to penetrate the existing concrete base. Upon completion of the slab raising, the Contractor shall seal each drill hole flush with the pavement surface with a non-shrink cement grout or other cementitious grout meeting with the City's approval.

5. **GRADE CONTROL:**

The contractor shall provide and use a level, laser, string line or other approved method to determine the initial and final grades of the slabs to be raised. The contractor shall submit to the City for approval a detail of the areas to be lifted. After grade adjustments are completed, the Contractor shall determine the final differential elevations of the slab. Final elevations shall be within 1/4 " of the elevations proposed and approved. The Contractor shall, at his own expense, remedy any excessive lifting or uneven concrete that exceeds the tolerance approved by the City.

6. **EQUIPMENT:**

A Volumetric mobile type mixer designed with the ability to adjust flow and mixture requirements, and the ability to measure the quantity of material as produced. A hydraulic pumping unit with positive displacement, capable of instantaneous control for pumping the mud slurry at a rate of 225 cubic feet per hour, with a working pressure of 500 psi.

7. **CONSTRUCTION WATER:**

Water will be available to the contractor with the use of a Fire Hydrant meter provided by the City of Carrollton. The contractor will be responsible for making application, paying the \$1500.00 utility deposit for each portable (Fire Hydrant) water meter and paying for the water used on a monthly basis. The Utility Customer Service Division (UCS) at City Hall will handle the application for service, during normal business hours. The contractor's representative making application must be able to enter into a contract for their business entity. Receipt of the portable meter is no less than 3 business days after the UCS

division receives the Contractor's completed application and full payment of the utility deposit. The meter must be brought in or reading's phoned in to UCS by the second week of each month.

8. **BARRICADES AND WARNING DEVICES:**

All barricades, signs, barriers, cones and other such devices shall conform to the latest version of the Texas "Manual on Uniform Traffic Control Devices".

www.txdot.gov/inside-txdot/division/traffic/signs/tmutcd.html

9. **MEASUREMENT FOR PAYMENT:**

Areas for payment shall be measured in square feet. This measurement shall be determined by measuring the length of curb line to be raised and multiplying by the width of street that will require raising. "Areas" of concrete to be raised, other than curb line, shall also be measured in square feet. Areas for payment shall be measured and agreed upon by the City and the Contractor prior to commencing the Slabjacking operation.

10. **PAYMENT:**

Payments shall be made by the square foot price. The payment shall be for full compensation for pre-inspection of the sites, grade control, slab raising, clean-up, traffic control and all incidentals necessary to complete the work. The City shall make payments upon completion of the requested work and acceptance.

ADDITIONAL SPECIFICATIONS

A.1 **PROJECT:**

The project is located within the City of Carrollton.

A.2 **SITE INVESTIGATION & EXISTING UTILITIES:**

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

A.3 **SPECIFICATIONS:**

All construction must comply with current City of Carrollton standards and specifications and the North Central Texas Council of Government Standard Specifications with the Carrollton amendments.

A.4 **PROPOSAL:**

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

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

A.5 **ADDENDA:**

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

A.6 SPECIFICATIONS/CONTRACT DOCUMENTS:

Titles to divisions and paragraphs in these Contract Documents are introduced merely for convenience and are not to be taken as part of the Specifications and are, furthermore, not to be taken as a correct and complete segregation of the several units of material and labor. No responsibility, either direct or implied, is assumed by the Superintendent/Owner for omissions or duplications by the Contractor or his Sub-Contractor, due to real or alleged error in arrangement of matter in these Contract Documents.

A.7 CONFLICTS BETWEEN SPECIFICATIONS AND PROPOSAL:

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

A.8 CLEAN UP:

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

All vendors / contractors are required to use City of Carrollton Solid Waste collection services. (Republic Services, Inc. www.republicservices.com)

A.9 BARRICADES, WARNING AND DETOUR SIGNS:

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

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

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

A.10 PRE-CONSTRUCTION CONFERENCE:

A pre-construction conference will be scheduled upon award of bid

A.11 SANITARY FACILITIES:

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

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

A.12 HOLD HARMLESS AGREEMENT:

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

A.13 PROTECTION OF TREES, PLANTS, AND SOIL:

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

**RFP# 19-015 RAISING AND REHABILITATION OF EXISTING CONCRETE SLABS/
PRESSURE GROUTING PROPOSAL SHEET**

Variations from the aforementioned specifications may be acceptable provided such differences are noted on the bid and are deemed to be advantageous to the City. List all variations on additional worksheet noting recommendations and reasons to consider.

Any substitutions from brand names mentioned must be proved to be equal and may be considered for award by the Purchasing Manager and requesting department if so proven.

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

The undersigned Bidder hereby declares that he has carefully examined and understands the Contract Documents pertaining to the work covered by the above bid, and he further agrees to commence work within ten (10) days after the date of written notice to do so for each job throughout the contract period.

Included in the proposal is a two-year warranty for all jobs completed through the contract period.

ITEM	QTY	DESCRIPTION	UNIT PRICE/ S.F.	TOTAL PRICE
1.	150,000 S.F.	PAVEMENT PRESSURE GROUTING	\$ _____	\$ _____

Prices must include the cost of bonding (if applicable) and insurance.

SPECIAL CONDITIONS

1. **Contract is for one year with the option to renew for two additional one-year periods, provided both parties are in agreement.**
2. **The anticipated budget for this work is approximately \$300,000. The city reserves the right to increase or decrease this amount either prior to the approval by City Council or after approval through change orders.**
3. **Insurance Requirement Affidavit must be submitted as part of the proposal. Requirements are listed on pages 9-10 & 47-51.**
4. **Insurance Certificate must be submitted and issued with the City listed as the certificate holder within 10 days of notice of award. See Section 28 of the general terms and conditions for detailed insurance requirements.**
5. **By signing the proposal sheet, the representative has read and understands all specifications, and general design standards involved with this project.**
6. **A Payment and Performance Bond will be required of the winning contractor; please factor those costs into your RFP response. The city will require that you use the standard city forms for both bonds, and copies are included in this bid package. Please note that the initial Payment and Performance Bond should only cover year one of the contract. **Renewals terms will either have to have a new payment & performance bond or we will accept extensions to the initial bond. The extension would have to cover an additional \$300,000.00 and the renewal period.****
7. **List all variations on additional worksheet noting recommendations and reasons to consider.**

PAYMENT BOND

STATE OF TEXAS §
COUNTY OF DALLAS §

KNOW ALL MEN BY THESE PRESENTS: That _____ of the City of _____, County of _____, and State of _____, as principal, and _____ authorized under the laws of the State of Texas to act as surety on bonds for principals, are held and firmly bond unto the City of Carrollton (Owner), in the penal sum of three-hundred thousand dollars, _____ Dollars (**\$300,000.00**) (\$_____) for the payment whereof, the said Principal and Surety bind themselves and their heirs, administrators, executors, successors and assigns, jointly and severally, by these presents:

WHEREAS, the Principal has entered into a certain written contract with the Owner, dated the _____ day of _____ 2019, for 19-015 Raising & Rehabilitation of Concrete Slabs (Pressure Grouting) _____ which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

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

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

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

Payment Bond Continued

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this _____ day of _____, 2019.

Principal

Surety

By: _____

By: _____

Print or Type Name

Print or Type Name

Title: _____

Title: _____

Address: _____

Address: _____

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

PERFORMANCE BOND

STATE OF TEXAS §

§

COUNTY OF DALLAS §

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

WHEREAS, the Principal has entered into a certain written contract with the Owner, dated the _____ day of _____ 2019, for 19-015 Raising & Rehabilitation of Concrete Slabs (Pressure Grouting) _____ which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

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

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

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

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this _____ day of _____, 2019.

Principal

Surety

By: _____

By: _____

Title: _____

Title: _____

Address: _____

Address: _____

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



GENERAL CONDITIONS
FOR
CONSTRUCTION CONTRACT

CITY OF CARROLLTON

GENERAL CONTRUCTION CONTRACT DOCUMENTS

1. CONTRACT DOCUMENTS:

It is understood and agreed that the Advertisement for Bids, Instructions to Bidders, Proposal, Proposal Data, Contract Agreement, Owner's Purchase Order, Owner's Resolution, Performance Bond, Payment Bond, General Conditions, Special Conditions, Specifications, North Central Texas Council of Governments Standard Specifications for Public Works, Fourth Edition, 2004, Drawings, Addenda, and Change Orders issued by the Owner, specifications, and engineering data furnished by the Contractor and accepted by the Owner, are contract documents. Additionally, any other written instruments, correspondence, etc., bound in the volume of the contract documents at the time of execution by the Owner and Contractor shall be "contract documents" whether specifically designated as such or otherwise.

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

Scope of Work

Contract Agreement

Owners Resolution

Addenda to Contract Conditions and Specifications "and Plans"

Special Conditions

General Conditions

Technical Specifications

Contract Conditions

Contract Drawings

All other Contract Documents

General Design Standards

North Central Texas Council of Governments Standard Specifications for Public Works

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

1.1 NO PREJUDICE AGAINST OWNERS:

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

2. DEFINITIONS:

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

- a. "Contract", "contract", or "contract documents" shall include the items enumerated above under CONTRACT DOCUMENTS.
- b. "Owner", "Agency", or "Inspector" shall mean the City of Carrollton, named and designated in the Contract Agreement. All notices, letters, and other communication directed to the Owner shall be addressed and delivered to:

City of Carrollton

P.O. Box 110535

Carrollton, Texas 75011-0535

Attn: Engineering Department/Purchasing Department

- c. "Contractor" shall mean the corporation, company, partnership, firm, or individual named and designated in the Contract Agreement, who has entered into this contract for the performance of the work covered thereby, and its, his, or their duly authorized representatives or its successors to the contract.
- d. "Subcontractor" shall mean and refer only to a corporation, partnership, or individual having a direct contract with the Contractor for performing work covered by these contract documents, or its successors to the contract.
- e. "Date of contract", or equivalent words, shall mean the date written on the Owner's Resolution, or the Owner's Purchase Order if a Resolution is not required, which shall also be the date written in the first paragraph of the Contract Agreement.
- f. "Day" or "days", unless herein otherwise expressly defined, shall mean a calendar day or days of 24 hours each.
- g. "The work" shall mean the equipment, supplies, materials, labor, and services to be furnished under the contract and the carrying out of all obligations imposed by the contract documents.

- h. "Drawings" or "plans" shall mean all (a) drawings furnished by the Owner or Engineer as a basis for proposals, (b) supplementary drawings furnished by the Owner to clarify and to define in greater detail the intent of the contract drawings and specifications, (c) drawings submitted by the successful bidder with his proposal, provided such drawings are acceptable to the Owner, (d) drawings furnished by the Owner to the Contractor during the progress of the work, and (e) engineering data and drawings submitted by the Contractor during the progress of work.
- i. Whenever in these contract documents the words "as ordered", "as directed", "as required", "as permitted", "as allowed", or words or phrases of like import are used, it shall be understood that the order, direction, requirements, permission, or allowance of the Owner is intended only to the extent of judging compliance with the terms of the contract; none of these terms shall imply that the Owner has any authority or responsibility for supervision of the Contractor's forces or construction operations, such supervision and the sole responsibility therefor being strictly reserved for the Contractor.
- j. Similarly the words "approved", "reasonable", "suitable", "acceptable", "proper", "satisfactory", or words of like effect and import, unless otherwise particularly specified herein, shall mean approved, reasonable, suitable, acceptable, proper, or satisfactory in the judgement of the Owner, to the extent provided in "i" above.
- k. Whenever in these contract documents the expression "it is understood and agreed" or an expression of like import is used, such expression shall mean the mutual understanding and agreement of the parties executing the Contract Agreement.
- l. "Official Acceptance" shall mean the Owner's written acceptance of all work performed under this Contract.

3. CONTRACTOR'S PRELIMINARY OBLIGATION:

It is the responsibility of the bidder to deliver his proposal at the proper time and to the proper place. The proposal shall be delivered in a manila envelope with the appropriate job name on the outside. The mere fact that a proposal was dispatched by mail, express, or otherwise, will not be considered. The bidder must have his proposal in the hands of the proper official before closing time. Bids received after the advertised closing time will not be considered and will be returned unopened.

The Contractor, as successful bidder, shall furnish the required payment, performance and maintenance bond each in the amount of 100% of the contract price, a valid power-of-attorney proving the agent has the authority to execute the bonds for the surety, and certificates of insurance and an executed contract,

within (10) days of notice of award. A certified copy of the Board Resolution authorizing said persons to sign and bind the firm must be included with each copy of the Contract. If such Contractor fails to enter into a contract or execute bonds as herein provided, the City may annul the award and award the contract to the bidder whose proposal was next most acceptable and the Contractor shall execute contract and bond as herein provided. The bidder to whom the first award was made shall then forfeit the bid security submitted with his proposal.

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

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

4. LEGAL ADDRESSES:

All notices, letters, and other communications to the Contractor will be mailed or delivered to either the contractor's business address listed in the Proposal or the contractor's office in the vicinity of the work, with delivery to either of these addresses being deemed as delivery to the Contractor. The addresses of the Owner appearing on page 2 are hereby designated as the place to which all notices, letters, and other communication to the Owner shall be mailed or delivered. Either party may change his address at any time by an instrument in writing delivered to the Owner and to the other party.

5. SCOPE AND INTENT OF CONTRACT DOCUMENTS:

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

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

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

6. INDEPENDENT CONTRACTOR:

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

7. ASSIGNMENT AND SUBCONTRACTING:

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

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

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

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

8. ORAL STATEMENTS:

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

9. REFERENCE STANDARDS AND LAWS AND REGULATIONS:

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

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

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

- (a) OSHA: all work and job site conditions shall, at all times, adhere to the requirements of the latest provisions of the Occupational Safety and Health Act.
- (b) REQUIREMENTS AND CODES: Wherever references are made in the contract to requirements or codes in accordance with which work is to be performed or tested, the addition or revision of the requirements or codes current on the date of this contract shall apply, unless otherwise expressly set forth. Unless otherwise specified, reference to such requirements or codes is solely for technical information.

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

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

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

10. CONTRACTOR TO CHECK DRAWINGS AND SCHEDULES:

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

11. FIGURED DIMENSIONS TO GOVERN:

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

12. NO WAIVER OF RIGHTS:

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

13. CONTRACTOR'S SUPERINTENDENT AND EMPLOYEES:

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

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

its subcontractors.

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

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

14. ENGINEERING INSPECTION:

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

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

15. RIGHT OF OWNER TO TERMINATE CONTRACT:

If the work to be done under this contract is abandoned by the Contractor; or if this contract is assigned by him without the written consent of the Owner; or if the Contractor is adjudged bankrupt, or files for

voluntary bankruptcy; or if a general assignment of his assets is made for the benefit of his creditors; or if a receiver is appointed for the Contractor of any of his property or if at any time in writing to the Owner determines that the performance of the work under this contract is being unnecessarily delayed, that the Contractor is violating any of the conditions of this contract, or that he is executing the same in bad faith or otherwise not in accordance with the terms of said contract; or if the work is not substantially completed within the time named for its completion or within the time to which such completion date may be extended; then the Owner may serve written notice upon the Contractor and his surety of the Owner's intention to terminate this contract. Unless within five (5) days after the serving of such notice, a satisfactory arrangement is made for continuance, this contract shall terminate. In the event of such termination, the surety shall have the right to take over and complete the work, provided that if the surety does not commence performance within 30 days, the Owner may take over and prosecute the work to completion, by contract or otherwise. The Contractor and his surety shall be liable to the Owner for all excess cost sustained by the Owner by reason of such prosecution and completion. The Owner may take possession of, and utilize in completing the work, all materials, equipment, tools, and plant on the site of the work, including such materials, etc., as may have been placed on the site by or at the direction of the Contractor.

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

- (a) Upon receipt of any such notice, the Contractor shall, unless the notice requires otherwise:
 - (1) Immediately discontinue work on the date and to the extent specified in the notice;
 - (2) Place no further order or subcontracts for materials, services, or facilities, other than as may be necessary or required for completion of work under the contract that is not terminated;
 - (3) Promptly make every reasonable effort to obtain cancellation upon terms satisfactory to the Owner of all order and subcontracts to the extent they relate to the performance of work terminated, or assign to the Owner those orders and subcontracts, and revoke agreements specified in such notice; and

- (4) Assist the Owner, as specifically requested in writing, in the maintenance, protection and disposition of property acquired by the Owner under the contract.
- (b) Upon any such termination, the Owner will pay the Contractor an amount determined in accordance with the following (without duplication of any item):
- (1) All amounts due and not previously paid to the Contractor for work completed in accordance with the contract prior to such notice, and for work thereafter completed as specified in such notice;
 - (2) The cost of settling and paying claims arising out of the termination of work under subcontracts or orders as provided in subparagraph (a) (3) above;
 - (3) The reasonable cost incurred pursuant to subparagraph (a) (4) above;
 - (4) Any other reasonable costs incidental to such termination of work.

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

15.1. TERMINATION FOR CONVENIENCE:

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

Upon a determination by any court or body that termination of Contractor, or its successor in interest, was wrongful, such termination will be deemed converted to a termination for convenience and Contractor's

remedy for wrongful termination is limited to the recovery of the payments permitted for termination for convenience as set forth above.

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

16. EQUAL OPPORTUNITY:

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

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

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

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

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

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

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

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

The time of completion is of the essence of this contract. Unless otherwise specified in these contract documents or advised by written order of the Owner, the Contractor shall begin work within 10 days after the date of contract. The work shall be prosecuted to completion in accordance with the schedule provided for below and shall be 100% completed within **450 Calendar Days** from the date of the Notice to Proceed.

The Owner and Contractor, recognizing that calculation of damages caused by Contractor's failure to complete within the contract time are difficult to assess, hereby agree that liquidated damages shall be assessed Contractor at the rate of \$1,000.00 per calendar day for each day Contractor is late in completing.

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

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

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

17.1 EXTENSIONS OF TIME OR DELAY:

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

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

18. HINDRANCES AND DELAYS:

The Contractor expressly agrees that the period of time named in Part 1 of the specifications to complete all work includes allowance for all hindrances and delays incident to the work. The Contractor further agrees that no claims shall be made for hindrances and delays from any cause during the performance of the work, except as specifically provided for in the articles SUSPENSION OF WORK and EXTENSIONS OF TIME in these General Conditions.

18.1 RESEQUENCING OR ACCELERATION:

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

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

19. SUSPENSION OF WORK:

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

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

20. EXTENSIONS OF TIME:

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

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

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

21. EXTRA OR CHANGE ORDER WORK:

If a modification increases the amount of the work, and the added work or any part thereof is a type and character which can properly and fairly be classified under one or more unit price items of the Proposal listed in the Scope of Work section of this contract, then the added work or part thereof shall be paid for according to the amount actually done and at the applicable unit price. Otherwise, such work shall be paid for as hereinafter provided.

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

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

Further, the Change Order Request shall also include a suitable breakdown by trades and work classifications, Contractor's estimate of the changes in the cost of the work attributable to the changes set forth in such Change Order Request, a proposed adjustment to the scheduled completion date resulting from such Change Order Request, and any proposed adjustments of time and costs related to unchanged work resulting from such Change Order Request. If Owner approves in writing such estimate by

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

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

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

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

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

21.1 DECREASED WORK:

If a modification decreases the amount of work to be done, such decrease shall not constitute the basis for a claim for damages or anticipated profits on work affected by such decrease. Where the value of omitted work is not covered by applicable unit prices, the Owner shall determine on an equitable basis the amount of (a) credit due the Owner for contract work not done as a result of an authorized change, (b) allowance

to the Contractor for any actual loss incurred in connection with the purchase, delivery, and subsequent disposal of materials or equipment required for use on the work as planned and which could not be used in any part of the work as actually built, and (c) any other adjustment of the contract amount where the method to be used in making such adjustment is not clearly defined in the contract documents.

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

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

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

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

22. PROTECTION OF WORK AND PROPERTY:

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

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

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

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

utilities, roads, and bridges at or near the site of work and will repair or restore any damage to such facilities resulting from failure to comply with the requirements of this contract or the failure to exercise reasonable care in the performance of the work. Under no circumstances will county or township roads and bridges be subject to greater than normal highway truck loadings.

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

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

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

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

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

23. SAFETY:

The Contractor shall at all times conduct all operations under the Contractor in a manner to avoid the risk of bodily harm to persons or risk of damage to any property. The Contractor shall promptly take all precautions, which are necessary and adequate against any conditions, which involve a risk of bodily harm

to persons or a risk of damage to any property. The Contractor shall continuously inspect all work, materials and equipment to discover and determine any such conditions and shall be solely responsible for discovery, determination and correction of any such conditions. The Contractor shall designate an employee as safety supervisor who is acceptable to the Owner.

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

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

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

The Contractor shall maintain accurate accident and injury reports.

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

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

EXCAVATION SAFETY PROCEDURE

In a municipality or in the extraterritorial jurisdiction of a municipality as provided by the Municipal Annexation (Chapter 43) Texas Local Government Code, on construction projects in which excavation will exceed a depth of five feet, the bid document and the contract must include detailed plans and specifications for excavation safety systems.

Prior to execution of a contract the Contractor will be required to submit an excavation safety plan for the project. This excavation safety plan must be designed and sealed by a professional engineer registered in the State of Texas with professional experience in soil mechanics. The Contractor is responsible for obtaining borings and soil analysis as required for plan design. The excavation safety plan shall be

designed in conformance with Occupational Safety and Health Administration (OSHA) Standards and Regulations.

After review of the excavation safety plan, the City Engineer will forward the reviewed plan to the appropriate city construction division for use in inspection. Plans for construction will not be released by the City Engineer until this plan is reviewed. Changes in the excavation safety plan after initiation of construction may not be cause for extension of time or change order, and will require the same review process. Contractor accepts sole responsibility for compliance with all applicable safety requirements. The review is only for general conformance with OSHA Safety Standards. Release of the excavation safety plan by the City Engineer does not relieve Contractor from any property damage or bodily injury (including death) that arises from use of the excavation safety plan, from Contractor's negligence in performance of contract work, or from city's failure to note exceptions to the excavation plan. The safety plan shall remain the sole responsibility and liability of the Contractor. A separate pay item for an excavation and support system shall be included in the bid documents.

Contractors have three ways to meet OSHA standards for excavation safety. They are as follows:

1. Minimum angle of repose for sloping of the sides of excavations.
2. Utilization of trench box.
3. Shoring, sheeting and bracing methods.

Contractors electing to utilize the minimum angle of repose must submit:

1. Soil classification according to the unified soil classification system including water content and plasticity indexes, and a minimum angle of slope excavation.
2. A detailed plan of the excavation area and the impact on existing right-of-way and infrastructure.
3. Waiver of claim for delay of cost.

Contractors electing to utilize a trench box must submit:

1. Physical dimensions, materials, position in the trench, expected loads, and the strength of the box.
2. Waiver of claim for delay cost.

Contractors electing to utilize shoring, sheeting and bracing must submit:

1. Dimensions and materials of all uprights, stringers, cross bracing and spacing required to meet OSHA requirements.
2. Waiver of claim for delay cost.

24. TAXES, PERMITS AND LICENSES:

The Contractor shall obtain and pay for all licenses, permits, and inspections required for the work including a Notice of Intent to the Texas Commission on Environmental Quality.

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

25. PATENTS:

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

In the event the Contractor is found to have infringed a patent, the Contractor shall either replace the part or process with a no infringing part or process approved by the Owner, or secure the right to use the infringing part or process. Either choice shall be at the Contractor's expense.

26. MATERIALS AND EQUIPMENT:

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

All required tests in connection with acceptance of source of materials shall be made at the Contractor's expense by a properly equipped laboratory of established reputation whose work and testing facilities are acceptable to the Owner. Any change in origin or method of reparation or manufacture of a material be routinely tested will require new tests. Reports of all tests shall be furnished to the Owner in as many copies as required.

27. GUARANTEE:

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

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

28. INSURANCE:

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

Satisfactory certificates of insurance shall be filed with the Owner prior to starting any construction work on this contract. The certificates shall state that 30 days advance written notice will be given to the Owner before any policy covered thereby is changed or canceled. No deductibles shall be shown on the certificate.

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

28.1 WORKERS COMPENSATION INSURANCE COVERAGE:

(A) Definitions:

Certificate of coverage ("certificate") - copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

Duration of the project - includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the governmental entity.

Persons providing services on the project ("subcontractor" in §406.096) - includes all persons or entities performing all or part of the services the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

(B) The contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the contractor providing services on the project, for the duration of the project.

(C) **The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.**

(D) If the coverage period shown on the contractor's current certificate of coverage ends during the duration of the project, the contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.

(E) The contractor shall obtain from each person providing services on a project, and provide to the governmental entity:

(1) a certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and

- (2) no later than seven days after receipt by the contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
- (F) The contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.
 - (G) The contractor shall notify the governmental entity in writing by certified mail or personal delivery, within ten days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.
 - (H) The contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
 - (I) The contractor shall contractually require each person with whom it contracts to provide services on a project, to:
 - (1) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, §401.011(44) for all of its employees providing services on the project, for the duration of the project;
 - (2) provide to the contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;
 - (3) provide the contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
 - (4) obtain from each other person with whom it contracts, and provide to the contractor:
 - (a) a certificate of coverage, prior to the other person beginning work on the project; and
 - (b) a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
 - (5) retain all required certificates of coverage on file for the duration of the project and for one year thereafter;
 - (6) notify the governmental entity in writing by certified mail or personal delivery, within 10

days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and

- (7) contractually require each person with whom it contracts, to perform as required by paragraphs (1) - (7), with the certificates of coverage to be provided to the person for whom they are providing services.

- (J) By signing this contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the governmental entity that all employees of the Contractor who will provide services on the project will be covered by workers' compensation coverage for duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

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

28.2 COMPREHENSIVE AUTOMOBILE LIABILITY:

This insurance shall be written in comprehensive form and shall protect the Contractor against all claims for injuries to members of the public and damage to property of others arising from the use of motor vehicles licensed for highway use, whether they are owned, no owned, or hired.

The liability limits shall not be less than:

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

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

28.3 COMPREHENSIVE GENERAL LIABILITY:

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

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

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

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

29. DEFENSE OF SUITS:

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

30. PATENT INDEMNITY:

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

31. INDEMNITY AND RELEASE:

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

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

The foregoing indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

32. FINAL PAYMENT AND RELEASE:

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

33. INSPECTION:

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

Contractor shall promptly segregate and remove rejected materials and equipment from the premises. All such correcting, repairing, replacing, and removing shall be by and at the expense of the Contractor.

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

34. FINAL INSPECTION:

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

35. CLAIMS FOR LABOR AND MATERIALS:

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

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

36. ESTIMATES AND PAYMENTS:

On or about the first day of each month the Contractor shall make an estimate of the value of the work completed. The Contractor and the Owner shall review the estimate prior to submitting the formal invoice to the Owner. The estimated cost of repairing, replacing, or rebuilding any part of the work or replacing materials which do not conform to the drawings and specifications will be deducted from the estimated

value by the Owner.

The Contractor shall furnish to the Owner such detailed information as he may request to aid in the preparation of monthly estimates. After each estimate has been found acceptable, the Owner will pay to the Contractor on or about the 25th day of the month 90% of the estimated value less any previous payments. The Contractor shall be responsible for payment to vendors and subcontractors in accordance with article Chapter 2251, Texas Government Code.

There will be no payments for materials stored on the site.

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

37. PAYMENTS:

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

38. LIENS:

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

39. STATE LAW:

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

40. LEGAL EXPENSES:

In the event of litigation between the parties to this agreement, neither party shall be allowed to collect costs or attorney fees.

END OF CONSTRUCTION CONTRACT

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 City Secretary of the city of Carrollton not less than the seventh business day after the person becomes aware of facts that require the statement to be filed.

The conflict of Interest Questionnaire must be completed and returned with your bid if a Vendor or its agent has a conflict pursuant to Chapter 176.

It is the responsibility of every Vendor filling out and returning this bid to determine if there is a conflict meeting the parameters listed above. If so, **the City of Carrollton requires that this Questionnaire be completed and turned in with your bid.** If there is no conflict, or if the amount of the conflict is less than \$23,500, then you are not required to submit the Questionnaire with your bid. In addition to the foregoing, after the submission of a bid a Vendor must file a questionnaire if the Vendor becomes aware of facts or an event that would constitute a conflict pursuant to state law, or if the facts or event would make a statement in a previously filed questionnaire incomplete or inaccurate.

See Section 176.006, Local Government Code which reads, "A person commits an offense if the person violated Section 176.006, Local Government Code. An offense under this section is:

- (1) A Class C misdemeanor if the contract amount is less than \$1 million or if there is no contract amount for the contract;
- (2) A Class B misdemeanor if the contract amount is at least \$1 million but less than \$5 million; or
- (3) A Class A misdemeanor if the contract amount is at least \$5 million.

The governing body of a local governmental entity may, at its discretion, declare a contract void if the governing body determines that a Vendor failed to file a conflict of interest questionnaire required by Section 176.006.

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

FORM CIQ

<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>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).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	<p style="text-align: center;">OFFICE USE ONLY</p> <p>Date Received</p>
<p>1 Name of vendor who has a business relationship with local governmental entity.</p>	
<p>2 <input type="checkbox"/> 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.)</p>	
<p>3 Name of local government officer about whom the information is being disclosed.</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Name of Officer</p>	
<p>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.</p> <p>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?</p> <p style="text-align: center;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>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?</p> <p style="text-align: center;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p>	
<p>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.</p>	
<p>6 <input type="checkbox"/> 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).</p>	
<p>7</p> <p style="text-align: center;">_____ Signature of vendor doing business with the governmental entity</p> <p style="text-align: right;">_____ Date</p>	

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.

CERTIFICATE OF INTERESTED PARTIES

Form 1295 (Certificate of Interested Parties attached) must be submitted through the Texas Ethics Commission's website, and a notarized original form as printed from the website to the City prior to approval of the contract. More information is found at the following link:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm.

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

https://www.ethics.state.tx.us/whatsnew/FAQ_Form1295.html

Once bid evaluations take place by city staff, you will be notified that an award to your company is pending and that this form is mandatory. You will need to provide this form to the city before City Council approval can be considered.

You can fill out the form online, get a certificate number, and that number goes in the upper right box.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

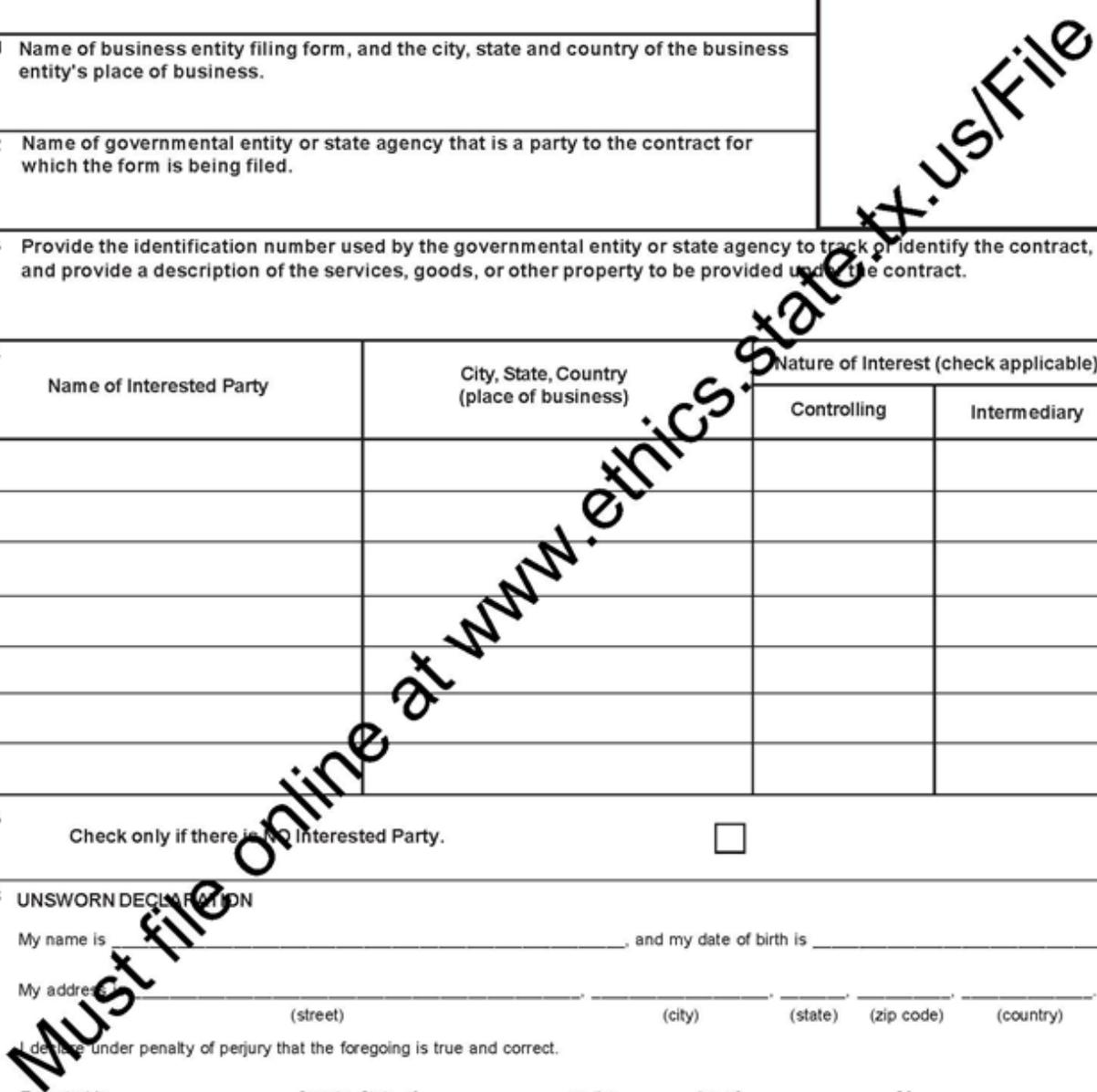
4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is no Interested Party.

6 UNSWORN DECLARATION
 My name is _____, and my date of birth is _____.
 My address: _____ (street) _____ (city) _____ (state) _____ (zip code) _____ (country)
 I declare under penalty of perjury that the foregoing is true and correct.
 Executed in _____ County, State of _____, on the _____ day of _____, 20____.
 (month) (year)

 Signature of authorized agent of contracting business entity
 (Declarant)

ADD ADDITIONAL PAGES AS NECESSARY



CITY OF CARROLLTON, TEXAS

CONTRACT AGREEMENT

19-015 RAISING & REHABILITATION OF EXISTING CONCRETE SLABS

STATE OF TEXAS)

COUNTY OF DALLAS)

THIS AGREEMENT, made and entered into this _____ day of _____ 2019, by and between the City of Carrollton, a municipal corporation, located in the County of Dallas and State of Texas, acting through Marc Guy, Assistant City Manager, thereunto authorized so to do hereafter termed OWNER, and _____, hereinafter termed CONTRACTOR.

WITNESSETH, that for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the OWNER, and under the conditions expressed in the bond bearing even date herewith, the said CONTRACTOR, hereby agrees with the OWNER to commence and complete the construction of certain improvements described as follows:

ITB #19-015 RAISING & REHABILITATION OF EXISTING CONCRETE SLABS

and all extra work in connection therewith, under the terms as stated in the General Conditions of the Agreement and at CONTRACTOR'S own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said construction, in accordance with the conditions and prices stated in the Proposal attached hereto, and in accordance with the Notice to Contractors, General and Special Conditions of Agreement, Plans and other drawings and printed or written explanatory matter thereof, together with the CONTRACTOR'S written proposal, the General Conditions of the Agreement, and the Performance, Maintenance and Payment Bonds hereto attached; all of which are made a part hereof and collectively evidence and constitute the entire contract. All terms, conditions, pricing, and other details presented by the Contractor in their Request For Proposal response are to be made a part of this agreement.

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

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

The City of Carrollton
OWNER

By: _____
Marc Guy
Assistant City Manager

ATTEST:

Lauren Garber
City Secretary

By authority of Council
Action dated

Approved as to Content:

John Crawford
Public Works Director

CONTRACTOR

By: _____

Print or Type Name

Title: _____
(President/Vice-President)

ATTEST:

Corporation Secretary

Print or Type Name



CITY OF CARROLLTON
GENERAL CONDITIONS
AND
SPECIFICATIONS
FOR
REQUEST FOR PROPOSAL
FOR
STREET, ALLEY & SIDEWALK REPAIRS

RFP: 19-044

OPENING DATE:

TUESDAY, AUGUST 27, 2019

11:30 AM

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GENERAL CONSTRUCTION CONTRACT

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All Construction Activities must comply with the North Central Texas Council of Governments Standard Specifications for Public Works Construction and the current City of Carrollton General Design Standards. Contractor must obtain copies of the latest General Design Standards from the City.

These Guidelines, Amendments and Standard Details may also be obtained from the City of Carrollton website at: <http://www.cityofcarrollton.com/index.aspx?page=802>

TIMELINE

RFP# 19-041 Depository and Safekeeping Services

Advertise	Sunday, July 28, 2019 Sunday, August 4, 2019
RFP Release/Available on website	Thursday, July 25, 2019
Deadline for Questions	Friday, August 9, 2019 @ 11:00 AM Email to treasuryrfp@cityofcarrollton.com
Deadline for Response to Questions	Wednesday, August 14, 2019 @ 4:00 PM (CST)
Deadline for Proposals	Thursday, August 22, 2019 @ 1:00 PM (CST)
Proposal Analysis	Week of August 26-30, 2019
Interviews with Finalists (If applicable)	Week of September 3-6, 2019
Contract Approval by City Attorney	Week of September 9-10, 2019
City Council Authorization	September 17, 2019
Contract Begins	October 1, 2019

NOTE: The City may delay scheduled due dates if it is to the advantage of the City to do so.*

ADVERTISEMENT & NOTICE TO BIDDERS

Request for Proposals will be received by the City of Carrollton at the office of Patricia Helms, Purchasing Manager, Carrollton City Hall Building, 1945 E. Jackson Road, Carrollton, Texas 75006-1790 **or via email provided a digital signature is included**, until the hour **11:30 AM on the 27th day of August 2019**; at which time bids duly delivered and submitted will be considered for supplying the following:

REQUEST FOR PROPOSAL FOR STREET, ALLEY AND SIDEWALK REPAIR RFP# 19-044

The successful bidder must also be able to show evidence that it is authorized to do business in the State of Texas prior to executing the contract.

The submitted bids will be publicly opened on **Tuesday, August 27, 2019 @ 11:30 AM** the place designated for the submission of bids. The successful Bidder **must furnish a Payment Bond and a Performance Bond** in the amount of 100% of the contract price from an approved Surety Company holding a permit from the State of Texas, to act as Surety and acceptable (according to the latest list of companies holding certificates of approval by the State Board of Insurance under 7.19-1 of the Texas Insurance Code). The successful bidder must also be able to show evidence that it is authorized to do business in the State of Texas prior to executing the contract.

All responders must submit a **Bid Bond** on the city form based on **5%** of respondent's bid total

All blanks on the Pricing Sheets must be completed and all subtotal and total prices must be stated in both script and figures where indicated. The City of Carrollton ("City") reserves the right to reject any or all rfp/bids and to waive formalities. In case of ambiguity or lack of clearness in stating the price in the bids the City reserves the right to consider the most advantageous construction thereof, or to reject the bid. Unreasonable or unbalanced unit price will be considered sufficient cause of rejection of any bid or bids.

Bidders shall have performed at least three (3) projects with a similar scope of work within the past five years. Bidders are expected to inspect the site of the work and to inform themselves regarding local conditions under which the work is to be done. Attention is called to the provisions of the Acts of the 43rd Legislature of the State of Texas and subsequent amendments concerning the wage scale and payment of prevailing wages specified. Prevailing wage rate will be established by the City of Carrollton for this project. All bidders must comply with the rules and regulations for the Americans with Disabilities Act of 1990.

Any request for proposals received after stated closing time will be returned unopened. If request for proposals are sent by mail to the Purchasing Manager, the proposer shall be responsible for actual delivery of the request for proposal to the Purchasing Manager before the advertised date and hour for opening of request for proposals. If mail is delayed by the postal service, courier service, an internet service provider or in the internal mail system of the City of Carrollton beyond the date and hour set for the request for proposal opening, request for proposals thus delayed will not be considered and will be returned unopened.

ADVERTISEMENT & NOTICE TO BIDDERS– PAGE 2 OF 2

Instructions to Bidders, Proposal Forms, Specifications, Plans and Contract Documents may be examined without charge at <https://www.cityofcarrollton.com/departments/departments-a-f/finance/purchasing/current-bids> and at the office of the Purchasing Manager, City Hall, 1945 E. Jackson Road, Carrollton, Texas 75006-1790.

Information concerning the RFP specifications may be obtained by emailing Kirk Iverson, Contract Administrator, 972-466-3482 via email kirk.iverson@cityofcarrollton.com. Please be sure to copy bids@cityofcarrollton.com on any and all correspondence. **Information on the bid process/procedures** may be obtained from Patricia Helms, Purchasing Manager at (972) 466-3115 or purchasing@cityofcarrollton.com.

Until the final award by the city of Carrollton, said City reserves the right to reject any and/or all bids, to waive technicalities, to re-advertise, to proceed otherwise when the best interests of said City will be realized hereby. Bids will be submitted sealed and plainly marked with the date and time of opening.

The city of Carrollton Municipal Building is wheelchair accessible. To request a reasonable accommodation needed for bid openings for a disability, please contact the Purchasing Office 72 hours in advance at (972) 466-3133.

CITY OF CARROLLTON, TEXAS



Patricia Helms, Purchasing Manager

Publication Dates: Sunday, August 11, 2019 & Sunday, August 18, 2019

Closing Date: Tuesday, August 27, 2019 11:30 AM (CST)

PART I GENERAL CONDITIONS

GENERAL CONDITIONS

1.1 ADDENDA

It is the responsibility of the Vendor to check for addenda. Addenda will be posted to the City’s website: www.cityofcarrollton.com/purchasing

1.2 ASSIGNMENT OF REQUEST FOR PROPOSAL/CONTRACT

The successful proposer may not assign their rights and duties under an award without the written consent of the City Manager or Assistant City Manager authorized to bind City on. Such consent shall not relieve the assignor of liability in event of default by their assignee.

1.3 REQUEST FOR PROPOSAL CONSIDERATION / TABULATION

After request for proposals are opened and publicly read, the request for proposals will be tabulated for comparison on the basis of the request for proposal prices and quantities (lowest responsible Vendor) or by the best value method shown in the Proposal. Until final award of the Contract, the city reserves the right to reject any or all request for proposals, to waive technicalities, to re-advertise for new request for proposals, or to take other action deemed in the best interests of the City.

Proposals will be rated based on the following criteria:

- **Pricing 35%**
- **Years of Experience and membership associations 40%**
- **References from municipal governments in Texas similar to the City..... 25%**

1.4 REQUEST FOR PROPOSAL SUBMISSION

- Request for Proposals may be submitted in person, or by mail.
- Submit proposals via mail to PO Box 110535, Carrollton, TX 75011-0535.
- To submit a proposal via mail, all documents must be returned and an original signature provided on the proposal to bidders sheet.
- RFP’s will not be accepted in either format without a signature.
- The City is not responsible for mail service. See page 2, paragraph 2 of the Notice to Bidders.
- Proposals must be marked on the outside of the packaging, “**RFP# 19-044 STREET, ALLEY AND SIDEWALK REPAIR**”. Vendors do not need to come to the opening, but are welcome, if so

desired. At the opening, the name of responding Vendor will be identified. No other information will be provided. The responding Vendors will be listed on the RFP website with 24 hours.

- **Please note electronic copies of Attachment E – Pricing Sheet must be submitted using FLASH DRIVE and must be in EXCEL FORMAT ONLY.**
- As an alternative to the digital signature, the request for proposals’ **Proposal of Submitters form may be faxed to 972-389-9557. This form is the only page that will be accepted via fax.**
- Firms interested in this project shall submit **two (2) copies** of the proposal and required documents listed throughout the RFP no later than **TUESDAY, AUGUST 27, 2019 @ 11:30 AM** to the address and contact person listed on page #3.

1.5 BRAND NAMES

If items for which request for proposals have been called for have been identified by a “brand name or equal” description, such identification is intended to be descriptive, but not restrictive, and is to indicate the quality and characteristics of products that will be satisfactory. Request for proposals offering “equal” products will be considered for award if such products are clearly identified in the request for proposals and are determined by the Purchasing Manager and requesting Department to be equal in all material respects to the brand name products referenced. **Unless the proposer clearly indicates in their request for proposal that they are offering an “equal product”, their request for proposal shall be considered as offering a brand name product referenced in the Proposal Schedule.**

1.6 CANCELLATION OF REQUEST FOR PROPOSALS

Request for proposals may be cancelled with **60** days written notice with good cause as determined by the City.

1.7 CHANGES OR ALTERATIONS

No part of this request for proposal may be changed/altere d in any way. Vendors must submit written requests to change any specifications/conditions no later than the deadline for questions. ***Changes made without submission of a written request to this request for proposal will result in disqualification.***

1.8 COMPLETING INFORMATION

Proposer must fill in all information asked for in the blanks provided under each item. Failure to comply may result in rejection of the Request for Proposal at the City’s option.

1.9 CONTRACT CLAUSE

All proposers understand and agree that the vendor's request for proposal response will become a legally binding contract upon acceptance in writing by the City. This contract may be superseded only if replaced with a more extensive contract that is agreed to by both parties.

1.10 DEFAULT

In case of default of the successful proposer, the City of Carrollton may procure the articles from other sources and hold the proposer responsible for any excess cost occasioned thereby.

1.11 DELIVERY

The City reserves the right to demand bond or penalty to guarantee delivery by the date indicated. If order is given and the Proposer fails to furnish the materials by the guaranteed date, the City reserves the right to cancel the order without liability on its part. All prices are to be F.O.B. Carrollton, Texas all freight prepaid.

1.12 DELIVERY DATE

Delivery date is an important factor to the City and may be required to be a part of each request for proposal. The City of Carrollton considers delivery time to be that period elapsing from the time the individual order is placed until that order or work thereunder is received by the City at the specified delivery location. The delivery date indicates a guaranteed delivery at Carrollton, Texas. Failure of the proposer to meet guaranteed delivery dates or service performance could affect future City orders.

Whenever the Contractor encounters any difficulty which is delaying or threatens to delay timely performance (including actual or potential labor disputes), the Contractor shall immediately give notice thereof in writing to the Purchasing Manager, stating all relevant information with respect thereto. Such notice shall not in any way constitute a basis for an extension of the delivery or performance schedule or be construed as a waiver by the City of any rights or remedies to which it is entitled by law or pursuant to provisions herein. Failure to give such notice, however, may be grounds for denial of any request for an extension of the delivery or performance schedule because of such delivery.

1.13 INDEMNIFICATION

IN CASE ANY ACTION IS BROUGHT AGAINST THE CITY, OR ANY OFFICER OR AGENT OF THE CITY, FOR THE FAILURE, OMISSION, OR NEGLECT OF THE VENDOR TO PERFORM ANY OF THE COVENANTS, ACTS, MATTERS, OR THINGS BY THIS CONTRACT UNDERTAKEN; OR FOR INJURY OR DAMAGE CAUSED BY THE ALLEGED NEGLIGENCE OF THE VENDOR OR HIS SUBCONTRACTORS, OR HIS OR THEIR AGENTS, OR IN CONNECTION WITH ANY CLAIM BASED ON LAWFUL DEMANDS OF SUBCONTRACTORS, WORKMEN, MATERIALMEN, OR SUPPLIERS, THE VENDOR SHALL INDEMNIFY AND SAVE HARMLESS THE CITY AND ITS OFFICERS AND AGENTS, FROM ALL LOSSES, DAMAGES, COSTS, EXPENSES, JUDGMENTS, OR DECREES ARISING OUT OF SUCH ACTION, INCLUDING ATTORNEY FEES.

1.14 INSURANCE

Deductibles, of any type, are the responsibility of the vendor/contractor.

A. Before commencing work, Bidder shall, at its own expense, procure, pay for and maintain during the term of this Agreement the following insurance written by companies approved by the state of Texas with an A.M. Best rating of at least A and acceptable to the City. Bidder shall furnish to the City of Carrollton Purchasing Department certificates of insurance executed by the insurer or its authorized agent stating coverages, limits, expiration dates and compliance with all applicable required provisions. Certificates shall reference the project/contract number. Subscriber has the right to a copy of the full policy. The City of Carrollton shall be listed as an additional insured under all liability policies except for professional & automobile liability policies.

1. Commercial General Liability insurance, including, but not limited to Premises/Operations, Personal & Advertising Injury, Products/Completed Operations, Continuing Operations, Independent Contractors and Contractual Liability, with minimum combined single limits of \$1,000,000 per-occurrence, \$1,000,000 Products/Completed Operations Aggregate and \$2,000,000 general aggregate. Coverage must be written on an occurrence form. The General Aggregate shall apply on a per project basis.

2. Workers' Compensation insurance with statutory limits; and Employers' Liability coverage with minimum limits for bodily injury: a) by accident, \$100,000 each accident, b) by disease, \$100,000 per employee with a per policy aggregate of \$500,000.
3. Business Automobile Liability insurance covering owned, hired and non-owned vehicles, with a minimum combined bodily injury and property damage limit of \$1,000,000 per occurrence.
4. Professional Liability (Errors and Omissions Liability) and Cyber Risk Insurance (including professional oversight liability), covering acts, errors, and omissions arising out of Bidder's operations or services with minimum limits of \$1,000,000 per occurrence, \$2,000,000 annual aggregate.

NOTE: If the insurance is written on a claims-made form, coverage shall be continuous (by renewal or extended reporting period) for not less than *thirty-six (36) months* following completion of the contract and acceptance by the City of Carrollton.

- B. With reference to the foregoing required insurance, Bidder shall endorse applicable insurance policies as follows:
1. A waiver of subrogation endorsement shall be added to Bidder's workers' compensation policies to eliminate the potential that the workers' compensation insurer will subrogate against the City, its officials, employees, and officers shall be contained in the Workers' Compensation insurance policy.
 2. The City of Carrollton, its officials, employees and officers shall be named as additional insureds on the Commercial General Liability policy, by using endorsement CG2026 or broader.

3. All insurance policies shall be endorsed to the effect that City of Carrollton will receive at least thirty (30) days' notice prior to cancellation, non-renewal, termination, or material change of the policies.
- C. All insurance shall be purchased from an insurance company that meets a financial rating of at least A or better as assigned by A.M. Best Company.

Other Insurance Provisions

1. The City is to be named as an additional insured on the Commercial General Liability Insurance policy. These insurance policies shall contain the appropriate additional insured endorsement signed by a person authorized by the insurer to bid coverage on its behalf.
2. Insurance is to be placed with insurers with a Best rating of no less than A. The company must also be duly authorized to transact business in the State of Texas.
3. Workers' Compensation and Employers' Liability Coverage: Statutory. The insurer shall agree to waive all rights of subrogation against the City, its officials, employees and volunteers for losses arising from the activities under this contract.
4. Certificates of Insurance and Endorsements effecting coverage required by this clause shall be forwarded to the Purchasing Manager upon award of the contract(s).
5. Insurance Certificate must be submitted and issued with the City listed as the certificate holder.

1.15 MISCELLANEOUS

Except as to any supplies or components which the specifications provide need not be new, all supplies and components to be provided under this contract shall be new (not used or reconditioned, and not of such age or so deteriorated as to impair their usefulness or safety), of current production and of the most suitable grade for the purpose intended. If at any time during the performance of this contract the Contractor believes that the furnishing of supplies or components which are not new is necessary or desirable, they shall notify the Purchasing Manager immediately, in writing, including the reasons therefore and proposing any consideration which will flow to the City if authorization to use supplies or components is granted.

The City of Carrollton supports a recycling program. Recycled materials are acceptable and will be considered for award. The City desires to use recycled products when a comparable material/product is available. If your company distributes products made of recycled materials, please submit an alternate request for proposal for the items requested. All recycled products should meet the minimum standards established in the request for proposal specifications provided. State any exceptions: costs, warranties and percentage of recycle materials used in the manufacture of the material/product. The City will determine the acceptability of the materials/product request for proposal as an alternate.

The City will consider special vendor pricing on discounts in exchange for City's willingness to participate in new product testing or promotion including ability of vendor to bring other potential customers to city job sites to demonstrate product. The amount of product discount in exchange for these services should be clearly stated in the request for proposal document. Any promotional strategies should be discussed with the Purchasing Manager and approved by the appropriate City Official(s) before submission of the request for proposal.

Successful proposer(s) agrees to extend prices to all entities that have entered into or will enter into joint purchasing inter-local cooperation agreements with the City of Carrollton. As such, the City of Carrollton has executed or may enter into an inter-local agreement with certain other governmental entities authorizing participation in a cooperative purchasing program. The successful vendor may be asked to provide product/services, based upon the request for proposal price, to any other participant in the forum.

The City operates on a fiscal year that ends on September 30th. State law mandates that a municipality may not commit funds beyond a fiscal year; this request for proposal is subject to cancellation if funds for this commodity are not approved in the next fiscal year.

1.16 PAYMENT TERMS & CONDITIONS

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

It is the intention of the City of Carrollton to make payment on completed orders within thirty (30) days of receiving invoicing unless unusual circumstances arise. Invoices shall be fully documented as to labor, materials and equipment provided. Orders will be placed by the Purchasing Department and must be given a Purchase Order Number to be valid. No payments shall be made on invoices not listing a Purchase Order Number. No partial payment will be made.

Payment will not be made by the City until the vendor has been given a Purchase Order Number, has furnished proper invoice, materials, or services, and otherwise complied with City Purchasing procedures, unless this provision is waived by the City.

1.17 PROVISIONAL CLAUSES

The City of Carrollton will not enter into any contract where the cost is provisional upon such clauses generally known as “escalator” or “cost-plus” clauses.

1.18 REJECTION OF REQUEST FOR PROPOSALS

The City reserves the right to reject any or all request for proposals or to waive technicalities at its option when in the best interests of said City.

Request for proposals will be considered irregular if they show any omissions, alteration of form, additions, or conditions not called for, unauthorized alternate request for proposals or irregularities of any kind. However, the City reserves the right to waive any irregularities and to make the award in the best interests of the City.

The City reserves the right to reject any or all request for proposals, and all request for proposals submitted are subject to this reservation. Request for proposals may be rejected, among other reasons, for any of the following specific reasons:

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

Proposers may be disqualified and their request for proposals not considered, among other reasons, for any of the following specific reasons:

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

1.19 REQUEST FOR NON-CONSIDERATION

Request for proposals deposited with the City cannot be withdrawn prior to the time set for opening request for proposals. Request for non-consideration of request for proposals must be made in writing to the Purchasing Manager and received by the City prior to the time set for opening request for proposals. After other request for proposals are opened and publicly read, the Proposal for which non-consideration is properly requested may be returned unopened. The Proposal may not be withdrawn after the request for proposals have been opened, and the Proposer, in submitting the same, warrants and guarantees that this request for proposal has been carefully reviewed and checked, that it is in all things true and accurate and free of mistakes, and that such request for proposal will not and cannot be withdrawn because of any mistake committed by the Proposer.

1.20 SALES TAX

The total for each request for proposal submitted must include any applicable taxes. Although the City is exempt from most City, State, or Federal taxes, this is not true in all cases. It is suggested that taxes, if any, be separately identified, itemized, and stated on each request for proposal. The City cannot determine for the proposer whether or not the request for proposal is taxable to the City. The proposer through the

proposer's attorney or tax consultant must make such determination. Bills submitted for taxes after the request for proposals are awarded will not be honored.

PART II

INSTRUCTION TO BIDDERS

INSTRUCTIONS TO BIDDERS

All blanks on the Bid Form must be completed and all subtotal and total prices must be stated in both script and figures where indicated. The Owner reserves the right to reject any or all bids and to waive formalities. In case of ambiguity or lack of clearness in stating the price in the bids the Owner reserves the right to consider the most advantageous construction thereof, or to reject the bid. Unreasonable or unbalanced unit price will be considered sufficient cause of rejection of any bid or bids.

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

CONDITIONS OF SITE AND WORK

Bidders should carefully examine the Specification and other documents, visit the site of the work, and fully inform themselves as to all conditions and matters which can in any way affect the work or costs thereof. Should a Bidder find discrepancies in, or omissions from the drawings, specifications or other Contract Documents, or should Bidder be in doubt as to the meaning and intent, Bidder should notify the city at once and obtain clarification prior to submitting a bid. The submission of a bid by Bidder shall be conclusive evidence that the Bidder is fully acquainted and satisfied as to the character, quality and quantity of work to be performed and materials to be furnished.

GENERAL CONDITIONS

1. CONTRACT DOCUMENTS:

It is understood and agreed that the Advertisement for Bids, Instructions to Bidders, Proposal, Proposal Data, Owner's Purchase Order, General Conditions, Special Conditions, Specifications, Council of Governments Standard Specifications for Public Works, 1983 Edition as amended, Drawings, Addenda, specifications, and Superintendent data furnished by the Contractor and accepted by the Owner, are contract documents. Additionally, any other written instruments, correspondence, etc., bound in the volume of the contract documents at the time of execution by the Owner and Contractor shall be "contract documents" whether specifically designated as such or otherwise.

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

1.1 NO PREJUDICE AGAINST OWNER:

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

2. LEGAL ADDRESSES:

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

3. SCOPE AND INTENT OF CONTRACT DOCUMENTS:

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

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

4. INDEPENDENT CONTRACTOR:

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

5. ASSIGNMENT AND SUBCONTRACTING:

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

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

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

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

6. ORAL STATEMENTS:

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

7. REFERENCE STANDARDS AND LAWS AND REGULATIONS:

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

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

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

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

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

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

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

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

8. **NO WAIVER OF RIGHTS:**

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

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

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

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

Before starting work, the Contractor shall designate a competent, authorized representative to represent and act with full authority for the contract and shall inform the Owner in writing of the name, address, telephone number (day and night) of such representative, and of any change in such designation. This representative shall have authority to make binding and enforceable decisions in the name of the Contractor and to accept service of all notices, which the Owner desires to serve or which are required by this contract to be served on the Contractor. As an alternate, such written notices may be mailed directly to the address of that party shown on the face of the Contract Agreement form. Such representative shall be present or be duly represented at the site of work at all times when work is actually in progress and, during period when work is suspended, arrangements acceptable to the Owner shall be made for any emergency work which may be required. Competent assistants, shall support the Contractor's authorized representative as necessary, and the authorized representative and its assistants shall be satisfactory to the Owner. All requirements, instructions, and other communications given to the Contractor's authorized representative by the Owner shall be as binding as if given to the Contractor.

The Contractor shall employ only fully experienced and properly qualified persons to perform any work. The Contractor shall be responsible for maintaining satisfactory conduct of its employees. The

Contractor's site representative shall stay on the project until final completion of the work in accordance with the contract documents.

10. SUPERINTENDENT INSPECTION:

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

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

11. RIGHT OF OWNER TO TERMINATE CONTRACT:

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

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

- (a) Upon receipt of any such notice, the Contractor shall, unless the notice requires otherwise:
- (1) Immediately discontinue work on the date and to the extent specified in the notice;
 - (2) Place no further order or subcontracts for materials, services, or facilities, other than as may be necessary or required for completion of work under the contract that is not terminated;
 - (3) Promptly make every reasonable effort to obtain cancellation upon terms satisfactory to

the Owner of all order and subcontracts to the extent they relate to the performance of work terminated, or assign to the Owner those orders and subcontracts, and revoke agreements specified in such notice; and

- (4) Assist the Owner, as specifically requested in writing, in the maintenance, protection and disposition of property acquired by the Owner under the contract.
- (b) Upon any such termination, the Owner will pay the Contractor an amount determined in accordance with the following (without duplication of any item):
- (1) All amounts due and not previously paid to the Contractor for work completed in accordance with the contract prior to such notice, and for work thereafter completed as specified in such notice;
 - (2) The cost of settling and paying claims arising out of the termination of work under subcontracts or orders as provided in subparagraph (a) (3) above;
 - (3) The reasonable cost incurred pursuant to subparagraph (a) (4) above;
 - (4) Any other reasonable costs incidental to such termination of work.

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

11.1 TERMINATION FOR CONVENIENCE:

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

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

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

12. EQUAL OPPORTUNITY:

The Contractor is aware of, and is fully informed of, the Contractor's obligations under Executive Order 11246, and, where applicable, shall comply with the requirements of such order and all orders,

rules and regulations promulgated thereunder unless exempted therefrom.

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

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

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

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

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

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

13. PROTECTION OF WORK AND PROPERTY:

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

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

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

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

failure to exercise reasonable care in the performance of the work. Under no circumstances will county or township roads and bridges be subject to greater than normal highway truck loadings.

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

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

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

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

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

14. SAFETY:

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

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

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

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

The Contractor shall maintain accurate accident and injury reports.

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

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

15. TAXES, PERMITS AND LICENSES:

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

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

16. PATENTS:

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

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

17. MATERIALS AND EQUIPMENT:

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

18. GUARANTEE:

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

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

19. INSURANCE:

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

Satisfactory certificates of insurance shall be filed with the Owner prior to starting any construction work on this contract. The certificates shall state that 30 days advance written notice will be given to

the Owner before any policy covered thereby is changed or canceled.

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

19.1 WORKERS COMPENSATION INSURANCE COVERAGE:

(A) Definitions:

Certificate of coverage ("certificate") - copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

Duration of the project - includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the governmental entity. **Persons providing services on the project ("subcontractor" in §406.096)** - includes all persons or entities performing all or part of the services the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity, which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

- (B) The contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the contractor providing services on the project, for the duration of the project.
- (C) **The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.**
- (D) If the coverage period shown on the contractor's current certificate of coverage ends during the duration of the project, the contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.
- (E) The contractor shall obtain from each person providing services on a project, and provide to the governmental entity:
- (1) a certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and
 - (2) no later than seven days after receipt by the contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
- (F) The contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.
- (G) The contractor shall notify the governmental entity in writing by certified mail or personal

- delivery, within ten days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.
- (H) The contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
- (I) The contractor shall contractually require each person with whom it contracts to provide services on a project, to:
- (1) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, §401.011(44) for all of its employees providing services on the project, for the duration of the project;
 - (2) provide to the contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;
 - (3) provide the contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of certificate of coverage ends during the duration of the project;
 - (4) obtain from each other person with whom it contracts, and provide to the contractor:
 - (a) a certificate of coverage, prior to the other person beginning work on the project; and
 - (b) a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
 - (5) retain all required certificates of coverage on file for the duration of the project and for one year thereafter;
 - (6) notify the governmental entity in writing by certified mail or personal delivery, within 10 days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
 - (7) contractually require each person with whom it contracts, to perform as required by paragraphs (1) - (7), with the certificates of coverage to be provided to the person for whom they are providing services.
- (J) By signing this contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the governmental entity that all employees of the Contractor who will provide services on the project will be covered by workers' compensation coverage for duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.
- (K) The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the governmental entity to declare the contract void if the Contractor

does not remedy the breach within ten days after receipt of notice of breach from the governmental entity.

19.2 COMPREHENSIVE AUTOMOBILE LIABILITY:

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

The liability limits shall not be less than:

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

The insurance shall be of the occurrence type.

19.3 COMPREHENSIVE GENERAL LIABILITY:

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

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

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

The insurance shall be of the occurrence type.

20. DEFENSE OF SUITS:

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

21. PATENT INDEMNITY:

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

22. INDEMNITY AND RELEASE:

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

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

The foregoing indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

23. FINAL PAYMENT AND RELEASE:

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

24. INSPECTION:

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

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

25. FINAL INSPECTION:

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

26. ESTIMATES AND PAYMENTS:

On or about the first day of each month the Contractor shall make an estimate of the value of the work completed. The Contractor and the Owner shall review the estimate prior to submitting the formal invoice to the Owner. The estimated cost of repairing, replacing, or rebuilding any part of the work or

replacing materials which do not conform to the drawings and specifications will be deducted from the estimated value by the Owner.

The Contractor shall furnish to the Owner such detailed information as he may request to aid in the preparation of monthly estimates. After each estimate has been found acceptable, the Owner will pay to the Contractor on or about the 25th day of the month 90% of the estimated value less any previous payments. The Contractor shall be responsible for payment to vendors and subcontractors in accordance with article Chapter 2251, Texas Government Code.

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

27. PAYMENTS:

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

28. LIENS:

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

29. STATE LAW:

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

CITY OF CARROLLTON GENERAL SPECIFICATIONS FOR

**ANNUAL PRICE AGREEMENT FOR CONCRETE REPAIR OF
STREETS, ALLEYS AND SIDEWALKS**

It is the intent of these specifications to describe the types of repairs that may be required during the term of this agreement. Method of payment shall be based on bidder's proposed unit price in accordance with the stated measure for each item. For any bid item which includes the words "replacement of" or "remove and replace", the bid price shall include removal and disposition of the existing item. All mechanically placed concrete for street, alley and drive approach repair shall be 4000 psi compressive strength concrete at 28 days. All hand placed concrete for street, alley and drive approach repair shall be 4500 psi compressive strength concrete at 28 days. Concrete for sidewalk repair and construction of wheelchair ramps shall be 3000 psi compressive strength concrete at 28 days. The bid price shall include all necessary traffic control, reinforcing steel, base preparation, material testing, surveying for grade/drainage verification, joint sealing, clean up, sprinkler repairs, backfilling, concrete, asphalt, all barricading, and signage. Generally, if the disturbed area outside of the paved location is kept to a minimum (less than six inches), replacement of grass or sod will not be required. If damage occurs, contractor will repair the area with like grass or sod. If the parkway is left low as a result of the street and/or sidewalk repairs, to the extent that proper drainage is not achieved, the parkway is to be leveled and like sod replaced. When additional backfill material is necessary to level the parkway and is beyond the normally required amount of fill dirt needed, then the contractor may use pay item #23 to cover their additional costs. When sod is required, pay items #24 and #25 are to be used. All traffic control must be in accordance with the details and provisions of the latest version of the TxDOT "Manual on Uniform Traffic Control Devices". All work shall be performed in accordance with City of Carrollton Public Works General Design Standard Specifications and Detail sheets.

STORM WATER POLLUTION PREVENTATIVE MEASURES

The contractor will be responsible to follow Best Management practices for storm water pollution prevention. This will include inlet protection in the area of their construction (see D-7 of the General Design Standards). During saw cutting the contractor shall ensure the concrete slurry does not run down the street and into the storm water system. The slurry must be contained within the immediate area of the saw cutting and then removed.

STREET AND ALLEY REPAIRS – GENERAL INFORMATION

Generally, all existing pavements will be reinforced concrete and shall be replaced with reinforced concrete. The repair shall be "doweled into" the remaining pavement with "deformed" half inch (#4) bars on 18 inch centers.

The replacement of concrete within the street, alley or sidewalk will include the following: Sawing and removal of adjacent damaged concrete to provide squared and vertical sides, compacting and leveling of fill material, surveying as necessary to verify proper grading and ensure positive drainage, replacement of like sod, barricades and lights necessary to maintain safety in and around work areas prior to, and during placement of concrete. Barricades will remain in place during curing of concrete. All reinforcing steel and other material necessary to insure quality and maintain strength equivalent to adjacent concrete shall be furnished by the Contractor. Inlet throats may also be required to be repaired, which will be included in the unit price of the paving for that area.

For preparation of the base, removal of 6” of existing fill material is required and will be replaced with 6” of compacted flex base material, to be paid with pay item #6.

All concrete pavement repairs shall be sprayed and uniformly and completely coated with a liquid membrane-curing compound (white in color) meeting the described specifications for “Membrane Curing” in the latest issue of the “Texas Dept. of Transportation Standard Specification for Construction of Highways, Streets and Bridges”.

All construction, contraction and expansion joints shall be sealed with a hot poured rubber joint sealing compound that complies with A.S.T.M. D 3405, AASHTO M 301 and Federal SS-S-1401, prior to the pavement being opened to traffic.

Minimum Thickness of Concrete Pavement (with flexbase):

Alleys	6 inches	Residential	6 inches
Residential Collector (C2U)	7 inches	Local Industrial	8 inches
Major Collector (C4U)	8 inches	Minor Arterial (A4D)	8 inches
Major Arterial (A6D)	8 inches	Major Arterial (A8D)	8 inches

Testing: All testing associated with pavement improvements will be conducted by a certified laboratory selected by the contractor, and approved by the Public Works Department. The contractor will pay for all tests to be performed.

Subgrade compaction shall be tested for density and moisture following standard test procedures. Density testing shall be performed on each lift of properly placed and compacted material. Minimum requirements for density shall be ninety-five (95) percent of the maximum density as determined by ASTM D698. Moisture content of the material shall be from optimum moisture content. Retesting of materials shall be performed at the original test locations at the contractor’s expense, as shall additional testing, to assure specifications compliance.

During the progress of the work, the contractor shall cast test cylinders to maintain a check on the compressive strength of the concrete being placed. Sampling and molding of test specimens shall meet the applicable A.S.T.M. guidelines. Concrete pavement testing shall require three (3) individual strength samples per test, at a frequency of one test per one hundred (100) cubic yards, or fraction thereof, of concrete placed per day. A copy of the test results shall be delivered to the Public Works Department and shall include the date and time of sampling, exact location concrete was placed, truck ticket number, slump, air content, and temperature of concrete.

Cost of these items will be calculated and paid for on a square yard basis.

**STREET AND ALLEY REPAIRS – Class “HES”
(High Early Strength) Concrete**

For street repairs in high traffic areas, the City may request and require the concrete be replaced with concrete that attains a strength sufficient to open the street to traffic in a very short time frame. The concrete, the concrete testing, the opening of the street to traffic, etc. will be in accordance with Item 361 and the TxDOT Standard Specifications, except as modified herein.

The repaired area may be opened to traffic when the concrete has attained a flexural strength of 255 psi. Since attaining high early strength is very dependent upon temperature, when the ambient daytime high is 80 degrees Fahrenheit or higher, the required strength is expected to be met in 6 hours or less. For above 80 degrees Fahrenheit, the contractor's testing firm shall make 4 beams and 4 cylinders to be tested at 6 hours, 12 hours, 24 hours and 7 days. For below 80 degrees Fahrenheit, three beams and three cylinders will be made and tested at 12 hours, 24 hours and 7 days. For below 80 degrees Fahrenheit, the pavement should reach 255 psi (flexural) in 12 hours or less.

Since the main purpose of paying extra for the higher early strength concrete is to decrease the time delays to the traveling public, the contractor shall make arrangements to remove the signs and barricading as soon as the lab notifies the City or the Contractor that the proper strength has been attained. If the repaired concrete is placed before 10:00 a.m., the street shall be opened before 5:00 p.m. If the repaired concrete is placed after 10:00 a.m., the street shall be opened before 7:00 a.m. the following day. If the required flexural strength is not met, especially the 255 psi flexural in 12 hours and the 425 flexural in 24 hours, the Contractor shall have core samples (minimum of two) taken and tested. If the tested cores don't meet the 425 psi flexural and/or if hairline cracks appear in the repaired area, the repaired concrete shall be removed and replaced at the expense of the Contractor.

Cost of these items will be calculated and paid for on a square yard basis.

INSTALLATION OF FLEX BASE MATERIAL

This item relates to base preparation for street repairs and covers the removal and disposition of 6" of existing fill material at street and driveway repair locations and placement of 6" of compacted flex base material prior to pouring new concrete.

Cost of this item will be calculated and paid for on a cubic yard basis.

INSTALLATION OF 6" INTEGRAL CURB

This item shall cover the placement and/or replacement of the 6 inch concrete curb in conjunction with the street and alley pavement repairs. (Refer to City of Carrollton GDS, Detail Sheet P-9)

Cost of this item will be calculated and paid for on a linear foot basis.

REMOVE AND REPLACE 4" SIDEWALKS

This item covers the replacement of sidewalks that are deemed to be sub-standard or constitute a trip hazard. This work is performed in conjunction with adjacent street or alley repairs being made by the contractor, so additional mobilization is not needed. The minimum thickness for sidewalk replacement shall be four inches. Cost of sidewalk replacement will include: Sawing and removal of damaged concrete, leveling and compacting soil under area to be replaced, placement and removal of forms, backfilling and clean-up around finished job. If the sidewalk to be repaired is adjacent to a back of curb, the sidewalk shall be "doweled" into the existing street with epoxy below the flow line or bottom of curb, on an approximate 45 degree angle with #3 rebar on 18 inch centers. (Refer to City of Carrollton GDS, Detail Sheet P-17)

Cost of this item will be calculated and paid for on a square yard basis.

REMOVE AND REPLACE 6" DRIVEWAY APPROACHES

This item will provide for the repair or replacement of all or a portion of drive approaches to include reinforcing steel and fade out curb and gutter pan. (Refer to City of Carrollton GDS, Detail Sheets P-15,16)

Cost of this item will be calculated and paid for on a square yard basis.

INSTALLATION OF RETAINING WALL FOR WALK / WALL COMBINATION

This item will provide for the installation of a retaining wall and associated stone veneer where it is determined that a sidewalk / retaining wall combination is necessary. This will include reinforcing steel, granular backfill materials and milsap stone veneer. Payment will be for the construction of the retaining wall only. Payment for associated sidewalk work will be paid as Repair of Sidewalks. (Refer to City of Carrollton GDS, Detail Sheets M-3)

Cost of this item will be calculated and paid for on a square foot basis.

REMOVE AND REPLACE BARRIER FREE RAMPS

This item shall provide for the installation of barrier free ramps, which shall include traffic control, saw cutting etc. A ramp shall be installed where repairs are being made on a street corner. If there is already an existing ramp the bid price must also cover the removal of the existing ramp. The slope and design of the ramp must meet TDLR and City standards. Brick pavers shall be Whitacre Greer Antique Red Shade No. 32 or approved equal. In lieu of brick pavers, detectable warning panels as manufactured by Armorcast Products Company, or approved equal, may be installed. If it appears that TDLR standards cannot be met (maximum 1 in 12 slope), the contractor must notify the Contract Administrator before proceeding with the work. (Refer to City of Carrollton GDS, Detail Sheet P-18)

Cost of this item will be calculated and paid for on a per-each installed.

REMOVE AND REPLACE BRICK MEDIAN PAVERS

This item shall provide for the adjustment and/or installation of brick median pavers in areas where existing pavers are directly adjacent to street construction. This shall include removal of existing brick pavers, adjustment of paver subgrade concrete if necessary, and installation of sand base and brick pavers to be placed adjacent to the new street construction. Caution shall be taken when removing existing brick pavers so that they may be re-used. Any additional brick pavers needed for this type of adjustment and/or installation shall be provided by the City.

Cost of this item will be calculated and paid for on a square yard basis.

REMOVE AND REPLACE 18" CURB AND GUTTER

Remove existing curb and gutter. Replace to match existing. Concrete shall be reinforced with three #3 rebar continuous. Expansion joints shall be placed at 200 foot maximum intervals and at intersections, returns and other

rigid structures. The repair shall be “doweled into” the remaining pavement with “deformed” half inch (#4) bars on 18 inch centers.

Cost of this item will be calculated and paid for on a linear foot basis.

REMOVE AND REPLACE 24” CURB AND GUTTER

Remove existing curb and gutter. Replace to match existing. Concrete shall be reinforced with three #3 rebar continuous. Expansion joints shall be placed at 200 foot maximum intervals and at intersections, returns and other rigid structures. The repair shall be “doweled into” the remaining pavement with “deformed” half inch (#4) bars on 18 inch centers.

Cost of this item will be calculated and paid for on a linear foot basis.

REMOVE AND REPLACE 30” CURB AND GUTTER

Remove existing curb and gutter. Replace to match existing. Concrete shall be reinforced with three #3 rebar continuous. Expansion joints shall be placed at 200 foot maximum intervals and at intersections, returns and other rigid structures. The repair shall be “doweled into” the remaining pavement with “deformed” half inch (#4) bars on 18 inch centers.

Cost of this item will be calculated and paid for on a linear foot basis.

REMOVE AND REPLACE 8’ CURB LINE INLET

This item shall provide for the removal and replacement of an eight (8) foot curb line inlet. Concrete shall be 4000 PSI. (Refer to the City of Carrollton General Design Standards, D-1).

Cost of this item will be calculated and paid for on a per-each basis.

REMOVE AND REPLACE 8’ CURB LINE INLET TOP

This item shall provide for the removal and replacement of an eight (8) foot curb line inlet top. Concrete shall be 4000 PSI. (Refer to the City of Carrollton General Design Standards, D-1).

Cost of this item will be calculated and paid for on a per-each basis.

REMOVE AND REPLACE 10’ CURB LINE INLET

This item shall provide for the removal and replacement of a ten (10) foot curb line inlet. Concrete shall be 4000 PSI. (Refer to the City of Carrollton General Design Standards, D-1).

Cost of this item will be calculated and paid for on a per-each basis.

REMOVE AND REPLACE 10' CURB LINE INLET TOP

This item shall provide for the removal and replacement of a ten (10) foot curb line inlet top. Concrete shall be 4000 PSI. (Refer to the City of Carrollton General Design Standards, D-1).

Cost of this item will be calculated and paid for on a per-each basis.

VERTICAL ADJUSTMENT OF MANHOLES

This item shall provide for the vertical adjustment of manholes due to grade changes as a result of adjacent construction. Contractor must consult with the Contract Administrator to determine whether or not adjustment of these items is necessary on a case-by-case basis.

Cost of this item will be calculated and paid on a per-each basis.

VERTICAL ADJUSTMENT OF WATER VALVE STACKS, METER CANS, SEWER CLEAN OUTS or IRRIGATION CONTROL BOXES

This item shall provide for the vertical adjustment of water valve stacks, meter cans, sewer clean outs or irrigation control boxes due to grade changes as a result of adjacent construction. Contractor must consult with the Contract Administrator to determine whether or not adjustment of these items is necessary on a case-by-case basis.

Cost of this item will be calculated and paid on a per-each basis.

REBUILDING OF BRICK MAILBOXES

This item shall provide for the take down and rebuilding of brick mailboxes due to relocation or grade changes. It does not cover mailboxes damaged by the contractor which are their responsibility to repair at their cost.

Cost of this item will be calculated and paid on a per-each basis.

REPLACEMENT OF TOPSOIL FILL MATERIAL

This item shall provide for additional backfill material needed above and beyond a normally required amount for the work, such as leveling parkways. Adjustment of irrigation lines and heads as a result of leveling parkways is to be included in the unit price for this type of work. The material is to be free of rocks, roots and other foreign materials and of a good quality for this purpose.

Cost of this item will be calculated and paid on a per cubic yard basis.

REPLACEMENT OF COMMON BERMUDA SOD

This item shall provide for the replacement of like sod, typically when the work disturbs more than six-inches of the sod adjacent to the work or when leveling of the parkway is necessary. The sod is to be placed uniformly, watered and rolled with a grass roller designed for this purpose.

Cost of this item will be calculated and paid on a square yard basis.

REPLACEMENT OF RALEIGH ST. AUGUSTINE SOD

This item shall provide for the replacement of like sod, typically when the work disturbs more than six-inches of the sod adjacent to the work or when leveling of the parkway is necessary. The sod is to be placed uniformly, watered and rolled with a grass roller designed for this purpose.

Cost of this item will be calculated and paid on a square yard basis.

ADDITIONAL SPECIFICATIONS

H.1 PROJECT:

The project is located within the City of Carrollton.

H.2 SITE INVESTIGATION & EXISTING UTILITIES:

The Contractor shall carefully examine the site and satisfy himself about all conditions, which can in any way affect the work or the cost thereof. The Contractor will be responsible for adjusting all utilities as needed within the repair area. Typical adjustments shall be manholes, water valves and clean outs. Prior to demolition, contractor will notify inspector and the water department shall verify the water valve stacks are intact and operable. Should a valve stack be damaged or need replacement, the water department will replace the valve stack prior to preparation of the sub grade for new pavement.

H.3 SPECIFICATIONS:

All construction must comply with current City of Carrollton standards and specifications and the North Central Texas Council of Government Standard Specifications with the Carrollton amendments.

H.4 PROPOSAL:

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

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

H.5 ADDENDA:

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

H.6 SPECIFICATIONS/CONTRACT DOCUMENTS:

Titles to divisions and paragraphs in these Contract Documents are introduced merely for convenience and are not to be taken as part of the Specifications and are, furthermore, not to be taken as a correct and complete segregation of the several units of material and labor. No responsibility, either direct or implied, is assumed by the Superintendent/Owner for omissions or duplications by the Contractor or his Sub-Contractor, due to real or alleged error in arrangement of matter in these Contract Documents.

H.7 CONFLICTS BETWEEN SPECIFICATIONS AND PROPOSAL:

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

H.8 CLEAN UP:

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

All vendors / contractors are required to use City of Carrollton Solid Waste collection services.

H.9 BARRICADES, WARNING AND DETOUR SIGNS:

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

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

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

H.10 PRE-CONSTRUCTION CONFERENCE:

A pre-construction conference will be scheduled upon award of bid

H.11 SANITARY FACILITIES:

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

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

H.12 HOLD HARMLESS AGREEMENT:

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

H.13 PROTECTION OF TREES, PLANTS, SPRINKLER SYSTEMS, FRENCH DRAINS, MAILBOXES AND SOIL:

Any trees or other landscape features scarred or damaged by the Contractor's operations shall be restored or replaced at the Contractor's expense. Should any sprinkler systems, French drains mail boxes or any other property private or public be damaged by the contractor, contractor shall replace or repair to original condition at contractors own expense. **NOTE: State Law and City Ordinance require that any person performing irrigation work shall be a licensed plumber or irrigator that is registered as a contractor with the City of Carrollton.** In the event the contractor has disturbed more than six inches of surrounding area to facilitate the construction, the contractor shall be required to install a like sod to the area. If that area is on private property, only one foot into the property will be required to be replaced with like sod. Trimming or pruning to facilitate the work will be permitted only by experienced workmen in an approved manner. Pruned limbs of 1" (one inch) diameter or larger, shall be thoroughly treated as soon as possible with a tree wound dressing. Contractor is to notify property Owner before pruning begins. The Contractor shall take all precautions required to prevent soil erosion during the construction. If excessive erosion occurs, the Contractor shall take immediate measure to prevent further erosion and restore the disturbed surface with topsoil at completion of the work.

SPECIAL CONDITIONS

1. **Insurance Requirement Affidavit should be submitted as part of the proposal. (Requirements are listed on page 26). This form is simply a confirmation from your insurance company that you will be able to provide the insurance requirements should you be the chosen company.**
2. **Insurance Certificate must be submitted and issued with the City listed as the certificate holder within 10 days of notice of award. See Section 19 of the general terms and conditions for detailed insurance requirements.**

Cancellation Policy must read as follows:

“Should any of the above described polices be cancelled before the expiration date thereof, the issuing insurer will mail a 30 days written notice to the certificate holder named to the left.”

3. **By signing the proposal sheet, the representative has read and understands all plans, specifications, and general design standards involved with this project.**
4. **This bid will be for the initial work detailed in this bid. This bid will have the option of being renewed for two one-year options if mutually agreeable by both parties at the same price structure as originally awarded.**
5. **The anticipated budget for this work is approximate \$1,100,000.00. The city reserves the right to increase or decrease this amount either prior to the approval by City Council or after approval through change orders.**
6. **Payment, Maintenance, and Performance bonds will be required of the winning vendor, so please factor those costs into your bid response. The city will require that you use the standard city forms for these three bonds, and copies are included in this bid package.**
7. **All responders must submit a Bid Bond on the city form based on 5% of your bid total.**
8. **The RFP will be evaluated based on price being 55% of the consideration, and experience/references/past performance being considered as 45%.**
9. **Please provide at least three references of governments, individual or companies that have used your services. This document must be submitted with your proposal.**

PART III

ALL NECESSARY FORMS FOR COMPLETION

PROPOSAL OF BIDDERS

Page 1 of 3

All:

The following proposal is made for furnishing the materials/services for the city of Carrollton, Texas.

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

The proposer shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any Department of Transportation (DOT)-assisted contract or in the administration of its Disadvantaged Business Enterprise (DBE) program or the requirements 49 CFR part 26. The proposer shall take all-necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under 49 CFR part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

Further, pursuant to City of Carrollton Ordinance No. 3896, no person shall be favored or discriminated against with respect to any contract on account of age, race, sex, religion, national origin, sexual orientation, gender identity, pregnancy, or political beliefs.

The undersigned hereby proposes to furnish any supplies or equipment necessary for this bid/rfp, F.O.B. Carrollton, Texas, freight pre-paid at the unit prices quoted herein after notice of bid award. The undersigned affirms that they are duly authorized to execute this contract that this company, corporation, firm, partnership or individual and has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this type of business prior to the official opening of this bid.

Texas Government Code §2270.002 forbids Texas government entities from contracting with any company that excludes or boycotts Israel, or will do so during the term of a contract. Also, Texas Government Code §2252.152 prohibits Texas governments from contracting with companies who do business with Iran, Sudan, or foreign terrorist organizations. If Bidder or Bidder's company boycotts Israel or will boycott Israel during the contract, does business with Iran, Sudan, a terrorist organization, or is an organization listed with the Texas Comptroller Pursuant to Chapter 2252 of the Texas Government Code, you must disclose this in your bid response and provide details of such business.

PROPOSAL OF BIDDERS

Page 2 of 3

In addition, the Vendor who wins a bid/proposal award must guarantee that they will not employ a subcontractor in the performance of the bid award who falls under either law. Submission of a bid proposal shall be deemed an affirmative statement that Bidder does not and will not boycott Israel, and Bidder does not and will contract with Iran, Sudan, or any terrorist organization. If you need to provide the city any detail regarding these new laws, please attach details as needed.

Please sign on the line below as verification that your company is not excluded from contracting with the city of Carrollton by either Texas law, and will remain in compliance with all of the above for the term of the bid award.

SIGNATURE: _____

PROPOSAL OF BIDDERS

Page 3 of 3

**RFP# 19-044
REQUEST FOR PROPOSAL FOR
STREET, ALLEY AND SIDEWALK REPAIR**

Respectfully Submitted,

**PLEASE PROVIDE A COPY OF
YOUR W-9**

SIGNATURE

DATE

PRINTED NAME TITLE

COMPANY NAME CONTACT PERSON

MAILING ADDRESS CITY STATE ZIP

PAYMENT ADDRESS CITY STATE ZIP

PHONE NUMBER FAX NUMBER

E-MAIL ADDRESS WEB PAGE

HUB Vendor Status **YES (attach certification)** **NO**

HUB VENDORS: HUB vendors (Historically Underutilized Business) are vendors who’s company is owned by either a minority or woman. If you are classified as a HUB vendor and have certification to prove this, please respond below and attach a copy of your certification. If you would like to read the Texas bid statute which references HUB vendors, please follow this link

<http://www.statutes.legis.state.tx.us/SOTWDocs/LG/htm/LG.252.htm>

NO PROPOSAL RESPONSE: If response is not received in the form of a “RFP Proposal” or “No Proposal Response” bidder will be removed from bid list. Please give a specific reason as to why you are unable to bid, i.e.: we do not sell the required product/service.

NO PROPOSAL RESPONSE may be faxed to: 972-389-9557 _____

ATTACHMENT B

REFERENCES

Please list at least three references of governments, individuals or companies that have used your services. Use additional pages as needed. Additional consideration will be given to governmental references.

1. _____
COMPANY NAME OR CONTACT PERSON

STREET ADDRESS CITY STATE ZIP

CONTACT PERSON TELEPHONE NUMBER

PRODUCTS/SERVICES USED

2. _____
COMPANY NAME OR CONTACT PERSON

STREET ADDRESS CITY STATE ZIP

CONTACT PERSON TELEPHONE NUMBER

PRODUCTS/SERVICES USED

3. _____
COMPANY NAME OR CONTACT PERSON

STREET ADDRESS CITY STATE ZIP

CONTACT PERSON TELEPHONE NUMBER

PRODUCTS/SERVICES USED

ATTACHMENT C

CONFLICT OF INTEREST QUESTIONNAIRE

Chapter 176 of the Texas Local Government Code requires any Vendor or person considering doing business with a local government entity to disclose in the Questionnaire Form CIQ, the Vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the City Secretary of the City of Carrollton not less than the seventh business day after the person becomes aware of facts that require the statement to be filed.

The conflict of Interest Questionnaire must be completed and returned with your bid if a Vendor or its agent has a conflict pursuant to Chapter 176.

It is the responsibility of every Vendor filling out and returning this bid to determine if there is a conflict meeting the parameters of the state law. If so, **the City of Carrollton requires that this Questionnaire be completed and turned in with your bid.** If there is no conflict pursuant to the provisions of Chapter 176 then you are not required to submit the Questionnaire with your bid. In addition to the foregoing, after the submission of a bid a Vendor must file a questionnaire if the Vendor becomes aware of facts or an event that would constitute a conflict pursuant to state law, or if the facts or event would make a statement in a previously filed questionnaire incomplete or inaccurate.

See Section 176.006, Local Government Code which reads, "A person commits an offense if the person violated

Section 176.006, Local Government Code. An offense under this section is:

- (1) A Class C misdemeanor if the contract amount is less than \$1 million or if there is no contract amount for the contract;
- (2) A Class B misdemeanor if the contract amount is at least \$1 million but less than \$5 million; or
- (3) A Class A misdemeanor if the contract amount is at least \$5 million.

The governing body of a local governmental entity may, at its discretion, declare a contract void if the governing body determines that a Vendor failed to file a conflict of interest questionnaire required by Section 176.006.

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity		FORM CIQ
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>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).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	OFFICE USE ONLY Date Received	
1 Name of vendor who has a business relationship with local governmental entity.		
2 <input type="checkbox"/> 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.		
<p style="text-align: center;">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?</p> <p style="text-align: center;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p> <p style="text-align: center;">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?</p> <p style="text-align: center;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p>		
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 <input type="checkbox"/> 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.

ATTACHMENT D

CERTIFICATE OF INTERESTED PARTIES

Section 2252.908 of the Texas Government Code requires your firm to submit a Form 1295 (Certificate of Interested Parties attached) through the Texas Ethics Commission's website, and a notarized original form as printed from the website to the City prior to approval of the contract. More information can be found at the following links:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm.

https://www.ethics.state.tx.us/whatsnew/FAQ_Form1295.html

Once bid evaluations take place by city staff, you will be notified that an award to your company is pending and that this form is mandatory. You will need to provide this form, filled out and filed with the state of Texas Ethics Committee, to the City and DART before City Council and DART Board of Directors, as applicable, before approval can be considered.

You can fill out the form online, get a certificate number, and that number goes in the upper right box.

CERTIFICATE OF INTERESTED PARTIES		FORM 1295																																							
Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.		OFFICE USE ONLY																																							
1 Name of business entity filing form, and the city, state and country of the business entity's place of business.		Must file online at www.ethics.state.tx.us/File																																							
2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.																																									
3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.																																									
4 <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th rowspan="2" style="width: 35%;">Name of Interested Party</th> <th rowspan="2" style="width: 25%;">City, State, Country (place of business)</th> <th colspan="2" style="width: 40%;">Nature of Interest (check applicable)</th> </tr> <tr> <th style="width: 15%;">Controlling</th> <th style="width: 25%;">Intermediary</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td><td> </td></tr> </tbody> </table>		Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)		Controlling	Intermediary																																		
Name of Interested Party	City, State, Country (place of business)			Nature of Interest (check applicable)																																					
		Controlling	Intermediary																																						
5 Check only if there is no Interested Party. <input type="checkbox"/>																																									
6 UNSWORN DECLARATION My name is _____, and my date of birth is _____. My address _____ (street) _____ (city) _____ (state) _____ (zip code) _____ (country). I declare under penalty of perjury that the foregoing is true and correct. Executed in _____ County, State of _____, on the _____ day of _____, 20_____. (month) (year) <div style="text-align: center; margin-top: 10px;"> _____ Signature of authorized agent of contracting business entity (Declarant) </div>																																									
ADD ADDITIONAL PAGES AS NECESSARY																																									

PROPOSAL (BID) BOND

WHEREAS, the Principal has entered into a certain written contract with the Owner, dated the _____ day of _____, 2018 , for Street, Alley & Sidewalk Repairs per RFP #18-026, which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

The undersigned Bidder hereby declares that he has visited the site of the work and has carefully examined the Contract Documents pertaining to the work covered by the above bid, and he further agrees to commence work within ten (10) days after the date of written notice to do so, and to have 100% of the work on which he has bid complete within ___ consecutive calendar days.

Enclosed with this proposal is a Certified Check for _____ Dollars (\$) or a Proposal Bond in the sum of _____ which it is agreed shall be collected and retained by the Owner as liquidated damages in the event this proposal is accepted by the Owner within ninety (90) days after the bids are received and the undersigned fails to execute the contract and the required bond for the Owner within ten (10) days after the date said proposal is accepted, otherwise, said check or bond shall be returned to the undersigned upon request.

Contractor (Firm Name)

By: _____

Title: _____

(President/Vice-President)

Address _____

Phone _____

Fax _____

Email _____

ATTACHMENT E

19-044 STREET ALLEY AND SIDEWALK REPIAR

**PRICING SHEET PLACE HOLDER- PLEASE SEE
ATTACHMENT E**

**PLEASE NOTE THE PRICING SHEET MUST BE SUBMITTED
ELECTRONICALLY ONLY (ON A FLASH DRIVE) AND MUST
BE COMPLETED IN EXCEL FORMAT ONLY; FAILURE TO
DO SO WILL RESULT IN A REJECTION OF YOUR
PROPOSAL.**

PUBLIC WORKS SCOPE OF WORK

Prices must include the cost of insurance and bonding.

ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	4000	Sq. Yd.	Remove and replace 6" concrete (Street)		
2	200	Sq. Yd.	Remove and replace 6" concrete (Class "HES")		
3	2000	Sq. Yd.	Remove and replace 6" concrete (Alley)		
4	250	Sq. Yd.	Remove and replace 8" concrete		
5	100	Sq. Yd.	Remove and replace 8" concrete (Class "HES")		
6	1000	Cu. Yd.	Installation of flex base material		
7	2500	L.F.	Installation of 6" integral curb in conjunction with pavement repairs		
8	4000	Sq. Yd.	Remove and replace 4" sidewalks		
9	200	Sq. Yd.	Remove and replace 6" driveway approaches		
10	200	Sq. Ft.	Installation of retaining wall for walk / wall combination		
11	30	Each	Remove and replace barrier free ramps		
12	100	Sq. Yd.	Remove and replace brick median pavers		
13	150	L.F.	Remove and replace 18" curb and gutter		
14	50	L.F.	Remove and replace 24" curb and gutter		
15	50	L.F.	Remove and replace 30" curb and gutter		
16	1	Each	Remove and replace 8' curb line inlet		
17	1	Each	Remove and replace 8' curb line inlet top		
18	1	Each	Remove and replace 10' curb line inlet		
19	1	Each	Remove and replace 10' curb line inlet top		
20	2	Each	Vertical adjustment of manholes to grade		
21	40	Each	Vertical adjustment of water valve stacks, meter cans, sewer cleanouts or irrigation control boxes to grade		
22	2	Each	Rebuild brick mailboxes due to relocation or grade adjustments		
23	200	Cu. Yd.	Replacement of topsoil fill material		
24	1000	Sq. Yd.	Replacement of common Bermuda sod		
25	1000	Sq. Yd.	Replacement of Raleigh St. Augustine sod		
Total for all items					

*Quantities shown hereon are estimated and approximate for the purpose of pricing and may not represent actual quantities that are constructed. Work locations will mostly be within residential subdivisions and will be provided periodically throughout the term of the contract

**PROPOSAL SHEET
STREET, ALLEY AND SIDEWALK REPAIRS**

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

Any substitutions from brand names mentioned must be proved to be equal and may be considered for award by the Purchasing Manager and requesting department if so proven.

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

The undersigned Bidder hereby declares that he attended the pre-bid meeting and has carefully examined and understands the Contract Documents pertaining to the work covered by the above bid, and he further agrees to commence work within ten (10) days after the date of written notice to do so for each job throughout the contract period.

Included in the proposal is a two-year warranty for all jobs completed through the contract period.

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

Addendum No. 1 dated _____ Received _____

Addendum No. 2 dated _____ Received _____

PAYMENT BOND

STATE OF TEXAS §

COUNTY OF DALLAS §

KNOW ALL MEN BY THESE PRESENTS: That _____ of the City of _____, County of _____, and State of _____, as principal, and _____ authorized under the laws of the State of Texas to act as surety on bonds for principals, are held and firmly bond unto the City of Carrollton (Owner), in the penal sum of one million and one hundred thousand dollars **(\$1,100,000.00)** for the payment whereof, the said Principal and Surety bind themselves and their heirs, administrators, executors, successors and assigns, jointly and severally, by these presents:

WHEREAS, the Principal has entered into a certain written contract with the Owner, dated the _____ day of _____, 2019, for Street, Alley & Sidewalk Repairs per RFP # 19-044, which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

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

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

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

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

Principal

Surety

By: _____

By: _____

Title: _____

Title: _____

Address: _____

Address: _____

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

PERFORMANCE BOND

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

KNOW ALL MEN BY THESE PRESENTS: That, _____ as principal, and _____ authorized under the laws of the State of Texas to act as surety on bonds for principals, are held and firmly bound unto the City of Carrollton, Texas (Owner), in the sum of one million and one hundred thousand dollars **(1,100,000.00)** as an appropriate measure of liquidated damages for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, by these presents:

WHEREAS, the Principal has entered into a certain written contract with the Owner, dated the day of _____, for Street, Alley and Sidewalk Repairs per specifications in RFP # 19-044 which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

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

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

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

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this _____ day of _____, 2019.

Principal

Surety

By: _____

By: _____

Title: _____

Title: _____

Address: _____

Address: _____

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

MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

THAT, _____ whose address is _____, as PRINCIPAL, _____ an _____, a CORPORATION organized and existing under the laws of the State of Texas, and fully authorized to transact business in the State of Texas, as Sureties, do hereby expressly acknowledge ourselves to be held and bound to pay unto the City of Carrollton, Texas, hereinafter called CITY, a municipal corporation organized and existing under the laws of Texas, at Carrollton, Dallas County, Texas, the sum of one million one hundred thousand dollars _____ **(\$1,100,000.00)** in lawful money of the United States, for the payment of which sum will and truly to be made unto said City of Carrollton, and its successors, said PRINCIPAL AND SURETIES do hereby bind ourselves, our heirs, executors, administrators, their assigns and successors, jointly and severally, firmly by these presents. This bond shall automatically be increased by the amount of any Change Order or Supplemental Agreement which increases the Contract price, but in no event shall a Change Order or Supplemental Agreement which reduces the Contract price decreases the sum of this Bond.

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

WHEREAS, the Principal has entered into a certain written contract with the Owner, dated the _____ day of _____, 2019 for Street, Alley & Sidewalk Repairs per RFP #19-044 which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

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

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

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

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

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

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

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

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

This Bond complies with the provisions of Article 5160 of Vernon's Annotated Civil Statutes, and any other applicable statutes of the State of Texas.

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

IN WITNESS WHEREOF, the said _____ has caused these presents to be executed by them; and the said _____ has caused these presents to be executed by its ATTORNEY-IN-FACT _____ and the said ATTORNEY-IN-FACT has hereunto set his hand this the ____ day of _____,2019

_____	_____
Principal	Surety
By: _____	By: _____
Title: _____	Title: _____
Address: _____	Address: _____
_____	_____

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

CITY OF CARROLLTON, TEXAS

CONTRACT AGREEMENT

18-021 STREET ALLEY & SIDEWALK REPAIRS

STATE OF TEXAS)

COUNTY OF DALLAS)

THIS AGREEMENT, made and entered into this _____ day of _____, 2019 by and between the City of Carrollton, a municipal corporation, located in the County of Dallas and State of Texas, acting through Marc Guy, Assistant City Manager, thereunto authorized so to do hereafter termed OWNER, and _____, hereinafter termed CONTRACTOR.

WITNESSETH, that for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the OWNER, and under the conditions expressed in the bond bearing even date herewith, the said CONTRACTOR, hereby agrees with the OWNER to commence and complete the construction of certain improvements described as follows:

RFP # 19-044 STREET ALLEY & SIDEWALK REPAIRS

and all extra work in connection therewith, under the terms as stated in the General Conditions of the Agreement and at CONTRACTOR’S own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said construction, in accordance with the conditions and prices stated in the Proposal attached hereto, and in accordance with the Notice to Contractors, General and Special Conditions of Agreement, Plans and other drawings and printed or written explanatory matter thereof, together with the CONTRACTOR'S written proposal, the General Conditions of the Agreement, and the Performance, Maintenance and Payment Bonds hereto attached; all of which are made a part hereof and collectively evidence and constitute the entire contract. All terms, conditions, pricing, and other details presented by the Contractor in their Request For Proposal response are to be made a part of this agreement.

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

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

The City of Carrollton
OWNER

CONTRACTOR

By: _____
Marc Guy
Assistant City Manager

By: _____

Print or Type Name

Title: _____
(President/Vice-President)

ATTEST:

ATTEST:

Laurie Garber
City Secretary

Corporation Secretary

By authority of Council
Action dated

Print or Type Name

Approved as to Content:

Jody Byerly
Public Works Director



Title VI Accomplishments

Title VI Policy Report

In FY2016-2017, the City of Carrollton received notice from the Texas Department of Transportation that the report was approved.

Non-Discrimination Policy Statement

In FY2015-2016, the City of Carrollton made the Title VI Non-Discrimination Policy accessible to the public by adding the Policy to the City website. The Policy was disseminated internally through the City employee SharePoint site. The City has expanded on this in FY2018-2019 by providing the Title VI Report to all email employees on the City's intranet site.

Non-Discrimination Assurances

The City of Carrollton has updated and submitted the correct Title VI Assurances.

Non-Discrimination Coordinator

The Title VI Coordinator has updated Title VI documents for the 2020 year.

Non-Discrimination Plan

The City of Carrollton's Non-Discrimination Plan was updated to fulfill all recommended corrective actions in FY2016-2017. In FY2018-2019, previous annual goals were evaluated to review progress, and new goals were added to continue to expand the City's training and procedures to exceed minimum compliance measures for Title VI.

Processing External Discrimination Complaints

In FY 2015-2016, the City of Carrollton posted the procedures for filing a discrimination complaint and the discrimination complaint form available on the City website where they are accessible to the public. In FY2017-2018, call center and front desk staff have been trained to direct citizens and customers to the complaint form and instructions should they want to file a complaint. With the addition of a citizen reporting app in FY2018-19, staff was also trained to identify and appropriately direct discrimination related complaints through the app.

Accommodations for Limited English Proficient Persons

In FY2016-2017, the City of Carrollton conducted a Four-Factor Analysis to prevent discrimination. The City of Carrollton offers written and oral (both in-person and over the phone) opportunities for Limited English Proficient (LEP) Persons to receive assistance. In FY2018-2019, the organization added the use of headsets in customer facing departments that connect to the translation line. City developed publications and communications materials are regularly assessed to ensure information that needs to be distributed in multiple languages are translated and made available.

In addition to publications printed bilingually as required by law, the following publications were printed in multiple languages in 2018: Workplace Harassment & Violence Prevention Training ((Spanish), Bank Safety Alert (Spanish & Korean),) Court webpage information ((Spanish, Korean, Arabic, & Vietnamese), and the Employee Open Enrollment/Benefit Highlights.

Environmental Justice

Feedback from TXDOT indicated the City of Carrollton could expand on their program to address Environmental Justice issues. In response, the City has identified measures for additional corrective action.

Data Collection and Analysis

The City of Carrollton has adopted a new Consolidated 5-year plan for data collection and analysis, and an annual goal-setting plan to ensure equal opportunities to minorities to access City programs and services.



Annual Work Plan

The City of Carrollton's annual work plan for 2020 related to Title VI compliance includes the following initiatives:

1. The City's Title VI Policy will be updated by the Title VI Coordinator with new information, a progress review on FY2018-2019 accomplishments, and new goals added to the Annual Work Plan.
2. The City's Title VI Policy will be distributed to the members of the Carrollton City Council, Boards and Commissions members, community leaders, and all City employees.
3. The City's Title VI Policy, Assurances, and Complaint Process will be reviewed – as it is on an annual basis – and updated as necessary.
4. Training will continue on the Limited English Proficiency procedures for appropriate City employees.
5. Appropriate City employees and all incoming new employees will be trained on the Title VI complaint procedures.
6. Evaluate opportunities to expand languages offered on the City reporting app.
7. Work with the US Census Bureau to form a committee to encourage accurate counts for data collection purposes.
8. Maintain a comprehensive list of City publications printed in both English and Spanish and continue to assess new publications to determine if bilingual printing is needed.
9. Identify new opportunities to close language barriers by expanding avenues for providing City information and assistance in multiple languages and formats.
10. Determine the best process for reviewing City facilities in reference to compliance with the American with Disabilities Act.
11. Identify Opportunities to Expand the use of headsets for translation services to additional public facing departments.
12. Explore alternative vendors for translation services to determine if another vendor can offer increased customer service, lower wait times, and additional languages.
13. Continue to evaluate departments that frequently utilize translators or translation services to determine if Spanish language training is necessary.

EXHIBIT A

UTT Account No.

February 03, 2019

	Minutes	Calls	Avg Length of Call	% Total	Longest Wait Time (seconds)	Avg Interpreter Connect Time (seconds)
SPANISH (0-5,000 MINUTES)	1,052.4	172	6.1	100.00%	97.0	7.7
SPANISH (>5,000 MINUTES)	0.0	0	0.0	0.00%	.0	.0
SUB-TOTAL SPANISH	1,052.4	172	6.1	100.00%	97.0	7.7
SUB-TOTAL COURT SPANISH	0.0	0	0.0	0.00%	.0	.0
SUB-TOTAL NON-SPANISH	0.0	0	0.0	0.00%	.0	.0
SUB-TOTAL NON-SPANISH	0.0	0	0.0	0.00%	.0	.0
TOTAL	1,052.4	172	6.1	100.00%	97.0	7.7

Charges

\$652.47
\$0.00
\$652.47
\$0.00
\$0.00
\$0.00
\$652.47

UTT Account No.

March 03, 2019

	Minutes	Calls	Avg Length of Call	% Total	Longest Wait Time (seconds)	Avg Interpreter Connect Time (seconds)
SPANISH (0-5,000 MINUTES)	829.0	161	5.1	97.53%	178.0	12.0
SPANISH (>5,000 MINUTES)	0.0	0	0.0	0.00%	.0	.0
SUB-TOTAL SPANISH	829.0	161	5.1	97.53%	178.0	12.0
SUB-TOTAL COURT SPANISH	0.0	0	0.0	0.00%	.0	.0
KOREAN	10.0	1	10.0	1.18%	15.0	15.0
ROMANIAN	1.0	1	1.0	0.12%	57.0	57.0
VIETNAMESE	10.0	1	10.0	1.18%	17.0	17.0
SUB-TOTAL NON-SPANISH	21.0	3	7.0	2.47%	57.0	29.7
TOTAL	850.0	164	5.2	100.00%	178.0	12.3

Charges

\$513.96

\$0.00

\$513.96

\$0.00

\$7.10

\$0.71

\$7.10

\$14.91

\$528.87

UTT Account No.

April 03, 2019

	Minutes	Calls	Avg Length of Call	% Total	Longest Wait Time (seconds)	Avg Interpreter Connect Time (seconds)
SPANISH (0-5,000 MINUTES)	914.6	160	5.7	97.96%	134.0	10.9
SPANISH (>5,000 MINUTES)	0.0	0	0.0	0.00%	.0	.0
SUB-TOTAL SPANISH	914.6	160	5.7	97.96%	134.0	10.9
SUB-TOTAL COURT SPANISH	0.0	0	0.0	0.00%	.0	.0
VIETNAMESE	19.0	2	9.5	2.04%	18.0	9.0
SUB-TOTAL NON-SPANISH	19.0	2	9.5	2.04%	18.0	9.0
TOTAL	933.6	162	5.8	100.00%	134.0	10.9

Charges

\$567.05

\$0.00

\$567.05

\$0.00

\$13.49

\$13.49

\$580.54

UTT Account No.

May 03, 2019

	Minutes	Calls	Avg Length of Call	% Total	Longest Wait Time (seconds)	Avg Interpreter Connect Time (seconds)
SPANISH (0-5,000 MINUTES)	1,089.2	213	5.1	96.89%	232.0	19.0
SPANISH (>5,000 MINUTES)	0.0	0	0.0	0.00%	.0	.0
SUB-TOTAL SPANISH	1,089.2	213	5.1	96.89%	232.0	19.0
SUB-TOTAL COURT SPANISH	0.0	0	0.0	0.00%	.0	.0
BURMESE	9.0	1	9.0	0.80%	7.0	7.0
KOREAN	8.0	1	8.0	0.71%	9.0	9.0
VIETNAMESE	18.0	3	6.0	1.60%	12.0	6.7
SUB-TOTAL NON-SPANISH	35.0	5	7.0	3.11%	12.0	7.2
TOTAL	1,124.2	218	5.2	100.00%	232.0	18.7

Charges

\$675.31

\$0.00

\$675.31

\$0.00

\$6.39

\$5.68

\$12.78

\$24.85

\$700.16

UTT Account No.

June 03, 2019

	Minutes	Calls	Avg Length of Call	% Total	Longest Wait Time (seconds)	Avg Interpreter Connect Time (seconds)
SPANISH (0-5,000 MINUTES)	1,286.6	254	5.1	95.33%	141.0	11.6
SPANISH (>5,000 MINUTES)	0.0	0	0.0	0.00%	.0	.0
SUB-TOTAL SPANISH	1,286.6	254	5.1	95.33%	141.0	11.6
SUB-TOTAL COURT SPANISH	0.0	0	0.0	0.00%	.0	.0
CANTONESE	8.0	1	8.0	0.59%	16.0	16.0
KOREAN	5.0	1	5.0	0.37%	88.0	88.0
MANDARIN	28.0	1	28.0	2.07%	3.0	3.0
VIETNAMESE	22.0	1	22.0	1.63%	13.0	13.0
SUB-TOTAL NON-SPANISH	63.0	4	15.8	4.67%	88.0	30.0
TOTAL	1,349.6	258	5.2	100.00%	141.0	11.9

Charges

\$797.66

\$0.00

\$797.66

\$0.00

\$5.68

\$3.55

\$19.88

\$15.62

\$44.73

\$842.39

UTT Account No.

July 03, 2019

	Minutes	Calls	Avg Length of Call	% Total	Longest Wait Time (seconds)	Avg Interpreter Connect Time (seconds)
SPANISH (0-5,000 MINUTES)	1,052.9	167	6.3	98.23%	94.0	5.9
SPANISH (>5,000 MINUTES)	0.0	0	0.0	0.00%	.0	.0
SUB-TOTAL SPANISH	1,052.9	167	6.3	98.23%	94.0	5.9
SUB-TOTAL COURT SPANISH	0.0	0	0.0	0.00%	.0	.0
MANDARIN	13.0	1	13.0	1.21%	27.0	27.0
VIETNAMESE	6.0	2	3.0	0.56%	119.0	85.5
SUB-TOTAL NON-SPANISH	19.0	3	6.3	1.77%	119.0	66.0
TOTAL	1,071.9	170	6.3	100.00%	119.0	7.0

Charges

\$652.79

\$0.00

\$652.79

\$0.00

\$9.23

\$4.26

\$13.49

\$666.28

UTT Account No.

August 03, 2019

	Minutes	Calls	Avg Length of Call	% Total	Longest Wait Time (seconds)	Avg Interpreter Connect Time (seconds)
SPANISH (0-5,000 MINUTES)	935.8	159	5.9	91.23%	124.0	11.0
SPANISH (>5,000 MINUTES)	0.0	0	0.0	0.00%	.0	.0
SUB-TOTAL SPANISH	935.8	159	5.9	91.23%	124.0	11.0
SUB-TOTAL COURT SPANISH	0.0	0	0.0	0.00%	.0	.0
ARABIC	19.0	1	19.0	1.85%	4.0	4.0
FARSI	19.0	1	19.0	1.85%	6.0	6.0
KOREAN	52.0	3	17.3	5.07%	42.0	28.3
SUB-TOTAL NON-SPANISH	90.0	5	18.0	8.77%	42.0	19.0
TOTAL	1,025.8	164	6.3	100.00%	124.0	11.2

Charges

\$580.22

\$0.00

\$580.22

\$0.00

\$13.49

\$13.49

\$36.92

\$63.90

\$644.12

UTT Account No.
September 03, 2019

	Minutes	Calls	Avg Length of Call	% Total	Longest Wait Time (seconds)	Avg Interpreter Connect Time (seconds)
SPANISH (0-5,000 MINUTES)	889.4	161	5.5	93.98%	101.0	9.8
SPANISH (>5,000 MINUTES)	0.0	0	0.0	0.00%	.0	.0
SUB-TOTAL SPANISH	889.4	161	5.5	93.98%	101.0	9.8
SUB-TOTAL COURT SPANISH	0.0	0	0.0	0.00%	.0	.0
HAKKA CHINN	8.0	1	8.0	0.85%	33.0	33.0
KOREAN	34.0	4	8.5	3.59%	34.0	15.5
URDU	15.0	1	15.0	1.58%	10.0	10.0
SUB-TOTAL NON-SPANISH	57.0	6	9.5	6.02%	34.0	17.5
TOTAL	946.4	167	5.7	100.00%	101.0	10.1

Charges

\$551.42

\$0.00

\$551.42

\$0.00

\$5.68

\$24.14

\$10.65

\$40.47

\$591.89

UTT Account No.

October 03, 2019

	Minutes	Calls	Avg Length of Call	% Total	Longest Wait Time (seconds)	Avg Interpreter Connect Time (seconds)
SPANISH (0-5,000 MINUTES)	572.0	95	6.0	95.97%	95.0	11.0
SPANISH (>5,000 MINUTES)	0.0	0	0.0	0.00%	.0	.0
SUB-TOTAL SPANISH	572.0	95	6.0	95.97%	95.0	11.0
SUB-TOTAL COURT SPANISH	0.0	0	0.0	0.00%	.0	.0
KOREAN	24.0	2	12.0	4.03%	26.0	14.0
SUB-TOTAL NON-SPANISH	24.0	2	12.0	4.03%	26.0	14.0
TOTAL	596.0	97	6.1	100.00%	95.0	11.0

Charges

\$354.64

\$0.00

\$354.64

\$0.00

\$17.04

\$17.04

\$371.68

UTT Account No.
November 03, 2019

	Minutes	Calls	Avg Length of Call	% Total	Longest Wait Time (seconds)	Avg Interpreter Connect Time (seconds)
SPANISH (0-5,000 MINUTES)	417.2	83	5.0	94.13%	205.0	19.8
SPANISH (>5,000 MINUTES)	0.0	0	0.0	0.00%	.0	.0
SUB-TOTAL SPANISH	417.2	83	5.0	94.13%	205.0	19.8
SUB-TOTAL COURT SPANISH	0.0	0	0.0	0.00%	.0	.0
ITALIAN	8.0	1	8.0	1.81%	8.0	8.0
KOREAN	7.0	1	7.0	1.58%	42.0	42.0
MANDARIN	11.0	1	11.0	2.48%	8.0	8.0
SUB-TOTAL NON-SPANISH	26.0	3	8.7	5.87%	42.0	19.3
TOTAL	443.2	86	5.2	100.00%	205.0	19.8

Charges

\$258.64

\$0.00

\$258.64

\$0.00

\$5.68

\$4.97

\$7.81

\$18.46

\$277.10

UTT Account No.
December 03, 2019

	Minutes	Calls	Avg Length of Call	% Total	Longest Wait Time (seconds)	Avg Interpreter Connect Time (seconds)
SPANISH (0-5,000 MINUTES)	191.4	49	3.9	96.47%	91.0	22.7
SPANISH (>5,000 MINUTES)	0.0	0	0.0	0.00%	.0	.0
SUB-TOTAL SPANISH	191.4	49	3.9	96.47%	91.0	22.7
SUB-TOTAL COURT SPANISH	0.0	0	0.0	0.00%	.0	.0
KOREAN	7.0	1	7.0	3.53%	15.0	15.0
SUB-TOTAL NON-SPANISH	7.0	1	7.0	3.53%	15.0	15.0
TOTAL	198.4	50	4.0	100.00%	91.0	22.5

Charges

\$118.66

\$0.00

\$118.66

\$0.00

\$4.97

\$4.97

\$123.63

Exhibit B

EMPLOYEE.DEPARTMENT	EMPLOYEE.LAST-NAME	EMPLOYEE.FIRST-NAME
Resolution Center	Hernandez	Jose
Resolution Center	Camargo	Alba
Workforce Services	Velarde	Anna
Workforce Services	Salazar	Jessica
Municipal Court	Hernandez	Magdalena
Municipal Court	Conner	Kristen
Municipal Court	Alvarez	Judyth
Municipal Court	Marquez	Reyna
Municipal Court	Morales Hernandez	Abigail
Municipal Court	Chavez	Alejandra
Municipal Court	Rodriguez	Cristina
Utility Customer Service	Perez	Liliana
Marketing	Castaneda	Esperanza
Police Management Services	Hernandez	Eder
Police Management Services	Carrasco	Norma
Police Management Services	Dorantes	Dary
Police Detention	Martinez	America
Police Detention	Contreras	Carlos
Fire Operations	Page	Kyle
Fire Operations	Thetford	Clint
Fire Operations	Nations	Jared
Fire Operations	Estrada	Jose
Fire Operations	Boudreau	Michael
Fire Operations	Herrera	Hersson
Fire Operations	Soares	Felipe
Environmental Services	Iglesias	Maria
Environmental Services	Ortega	Darwin
Environmental Services	Ordonez	Carlos
Environmental Services	Armijo	Jessica
Environmental Services	Aguilar	Juan
Environmental Services	Park	Mick
Animal Services	Martin Del Campo	Erica
Library	Gonzalez	Alma
Parks Maintenance	Felan	Jorge
Parks Maintenance	Gonzales	Samuel
Parks Maintenance	Lopez	Valentin
Parks Maintenance	Rodriguez	Oscar
Parks Athletics	Carrillo	Alejandra
Parks Athletics	Felan	Marcia
Parks Athletics	Saucedo	Abigail
Transportation Operations	Hernandez	Orlando
Water Production	Rodriguez	Manuel
Engineering	Quiros Ramirez	Sandra
Building Inspection	Vo	Phong
Building Inspection	Guerrero	Reynaldo
Building Inspection	Garcia	David
Building Inspection	Balderas	Hermilo

Supporting documentation on code lists, subject definitions, data accuracy, and statistical testing can be found on the American Community Survey website in the Technical Documentation section.

Sample size and data quality measures (including coverage rates, allocation rates, and response rates) can be found on the American Community Survey website in the Methodology section.

Although the American Community Survey (ACS) produces population, demographic and housing unit estimates, it is the Census Bureau's Population Estimates Program that produces and disseminates the official estimates of the population for the nation, states, counties, cities, and towns and estimates of housing units for states and counties.

	United States		Carrollton city, Texas		Dallas-Fort Worth-	
	Estimate	Margin of	Estimate	Margin of	Estimate	Margin of
Total:	301,150,892	+/-3,777	123,073	+/-687	6,599,659	+/-244
5 to 17 years:	53,747,764	+/-5,382	23,375	+/-823	1,385,112	+/-219
Speak only English	41,878,918	+/-49,238	11,511	+/-588	913,354	+/-4,454
Speak Spanish:	8,543,454	+/-37,453	9,640	+/-692	391,648	+/-3,904
Speak English "very well"	6,863,027	+/-41,247	8,468	+/-634	279,256	+/-4,312
Speak English "well"	1,169,279	+/-9,287	851	+/-243	81,213	+/-2,668
Speak English "not well"	424,873	+/-6,616	239	+/-104	26,143	+/-1,286
Speak English "not at all"	86,275	+/-2,692	82	+/-63	5,036	+/-740
Speak other Indo-European languages:	1,484,565	+/-12,355	632	+/-239	26,802	+/-1,411
Speak English "very well"	1,204,679	+/-11,560	623	+/-234	22,303	+/-1,164
Speak English "well"	184,224	+/-3,865	9	+/-14	3,497	+/-450
Speak English "not well"	78,480	+/-2,122	0	+/-31	930	+/-242
Speak English "not at all"	17,182	+/-995	0	+/-31	72	+/-56
Speak Asian and Pacific Island	1,292,046	+/-8,155	1,511	+/-343	37,860	+/-1,314
Speak English "very well"	963,665	+/-7,898	1,153	+/-294	29,737	+/-1,213
Speak English "well"	231,008	+/-3,288	262	+/-122	5,499	+/-644
Speak English "not well"	88,971	+/-2,421	96	+/-63	2,395	+/-371
Speak English "not at all"	8,402	+/-760	0	+/-31	229	+/-125
Speak other languages:	548,781	+/-9,845	81	+/-66	15,448	+/-1,690
Speak English "very well"	441,853	+/-8,780	32	+/-35	11,973	+/-1,414
Speak English "well"	71,538	+/-2,531	49	+/-54	2,556	+/-533
Speak English "not well"	29,682	+/-1,781	0	+/-31	650	+/-283
Speak English "not at all"	5,708	+/-745	0	+/-31	269	+/-197
18 to 64 years:	199,670,739	+/-5,617	86,456	+/-933	4,465,110	+/-300
Speak only English	154,387,092	+/-118,894	49,332	+/-1,196	3,019,645	+/-7,574
Speak Spanish:	27,879,940	+/-70,915	23,369	+/-1,115	1,041,741	+/-5,746
Speak English "very well"	15,277,189	+/-33,041	11,956	+/-848	484,195	+/-4,938
Speak English "well"	5,072,295	+/-20,579	5,287	+/-566	218,012	+/-4,540
Speak English "not well"	5,056,004	+/-37,892	4,442	+/-517	236,067	+/-3,977
Speak English "not at all"	2,474,452	+/-27,546	1,684	+/-377	103,467	+/-3,048
Speak other Indo-European languages:	7,477,445	+/-34,604	4,667	+/-776	142,433	+/-3,373
Speak English "very well"	5,218,552	+/-25,148	3,831	+/-600	102,686	+/-2,926
Speak English "well"	1,503,908	+/-11,151	681	+/-229	29,123	+/-1,785
Speak English "not well"	624,127	+/-8,827	126	+/-83	8,522	+/-744
Speak English "not at all"	130,858	+/-3,568	29	+/-45	2,102	+/-444
Speak Asian and Pacific Island	7,634,657	+/-16,025	8,133	+/-801	191,575	+/-2,808
Speak English "very well"	4,110,519	+/-13,742	4,362	+/-505	105,872	+/-2,485
Speak English "well"	2,051,593	+/-10,694	2,414	+/-495	53,440	+/-1,810
Speak English "not well"	1,187,363	+/-9,680	1,158	+/-231	27,478	+/-1,266
Speak English "not at all"	285,182	+/-6,042	199	+/-112	4,785	+/-535

Speak other languages:	2,291,605	+/-21,327	955	+/-319	69,716	+/-2,821
Speak English "very well"	1,567,562	+/-15,956	793	+/-273	47,953	+/-2,127
Speak English "well"	481,147	+/-6,603	151	+/-102	15,523	+/-1,232
Speak English "not well"	191,520	+/-4,187	11	+/-19	5,242	+/-751
Speak English "not at all"	51,376	+/-2,442	0	+/-31	998	+/-337
65 years and over:	47,732,389	+/-4,845	13,242	+/-560	749,437	+/-283
Speak only English	40,663,689	+/-24,731	9,008	+/-506	621,765	+/-1,268
Speak Spanish:	3,345,887	+/-8,739	1,912	+/-307	77,996	+/-907
Speak English "very well"	1,271,183	+/-6,697	641	+/-157	31,977	+/-1,075
Speak English "well"	626,512	+/-5,646	385	+/-129	13,532	+/-786
Speak English "not well"	738,453	+/-7,150	554	+/-215	16,150	+/-925
Speak English "not at all"	709,739	+/-8,993	332	+/-183	16,337	+/-889
Speak other Indo-European languages:	1,945,665	+/-12,444	764	+/-202	19,344	+/-1,009
Speak English "very well"	1,049,722	+/-6,182	280	+/-114	10,623	+/-832
Speak English "well"	413,517	+/-4,906	206	+/-92	4,261	+/-390
Speak English "not well"	331,773	+/-4,887	236	+/-116	2,876	+/-429
Speak English "not at all"	150,653	+/-4,072	42	+/-43	1,584	+/-381
Speak Asian and Pacific Island	1,482,384	+/-5,755	1,447	+/-298	26,223	+/-692
Speak English "very well"	440,650	+/-4,526	405	+/-171	7,208	+/-665
Speak English "well"	369,728	+/-4,139	340	+/-151	6,735	+/-583
Speak English "not well"	422,060	+/-4,353	422	+/-139	7,719	+/-570
Speak English "not at all"	249,946	+/-4,509	280	+/-102	4,561	+/-564
Speak other languages:	294,764	+/-4,247	111	+/-82	4,109	+/-475
Speak English "very well"	158,171	+/-3,185	63	+/-57	2,205	+/-395
Speak English "well"	62,218	+/-1,562	0	+/-31	942	+/-224
Speak English "not well"	46,873	+/-1,638	48	+/-65	675	+/-197
Speak English "not at all"	27,502	+/-1,478	0	+/-31	287	+/-128

Data are based on a sample and are subject to sampling variability. The degree of uncertainty for an estimate arising from sampling variability is represented through the use of a margin of error. The value shown here is the 90 percent margin of error. The margin of error can be interpreted roughly as providing a 90 percent probability that the interval defined by the estimate minus the margin of error and the estimate plus the margin of error (the lower and upper confidence bounds) contains the true value. In addition to sampling variability, the ACS estimates are subject to nonsampling error (for a discussion of nonsampling variability, see Accuracy of the Data). The effect of nonsampling error is not represented in these tables.

Methodological changes to data collection in 2013 may have affected language data for 2013. Users should be aware of these changes when using 2013 data or multi-year data containing data from 2013. For more information, see: Language User Note.

While the 2013-2017 American Community Survey (ACS) data generally reflect the February 2013 Office of Management and Budget (OMB) definitions of metropolitan and micropolitan statistical areas; in certain instances the

names, codes, and boundaries of the principal cities shown in ACS tables may differ from the OMB definitions due to differences in the effective dates of the geographic entities.

Estimates of urban and rural populations, housing units, and characteristics reflect boundaries of urban areas defined based on Census 2010 data. As a result, data for urban and rural areas from the ACS do not necessarily reflect the results of ongoing urbanization.

Source: U.S. Census Bureau, 2013-2017 American Community Survey 5-Year Estimates

Explanation of Symbols:

1. An '**' entry in the margin of error column indicates that either no sample observations or too few sample observations were available to compute a standard error and thus the margin of error. A statistical test is not appropriate.
2. An '-' entry in the estimate column indicates that either no sample observations or too few sample observations were available to compute an estimate, or a ratio of medians cannot be calculated because one or both of the median estimates falls in the lowest interval or upper interval of an open-ended distribution.
3. An '-' following a median estimate means the median falls in the lowest interval of an open-ended distribution.
4. An '+' following a median estimate means the median falls in the upper interval of an open-ended distribution.
5. An '***' entry in the margin of error column indicates that the median falls in the lowest interval or upper interval of an open-ended distribution. A statistical test is not appropriate.
6. An '*****' entry in the margin of error column indicates that the estimate is controlled. A statistical test for sampling variability is not appropriate.
7. An 'N' entry in the estimate and